

**CITY OF WHITEWATER
COMMON COUNCIL AGENDA**

Common Council Meeting
Tuesday, March 4, 2014 - 6:30 p.m.
City of Whitewater Municipal Building Community Room
312 W. Whitewater Street Whitewater, Wisconsin

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

CONSENT AGENDA

CA-A	Approval of Council Minutes of 2/4/14.
CA-B	Approval of Payment of Invoices Processed through February 26, 2014.
CA-C	Acknowledgment of Receipt and Filing of the Following: *Irvin L. Young Memorial Library Board Minutes of 12/16/13.
CA-D	Expedited approval of the following items, per City Staff Recommendation: O-1; O-2.

STAFF REPORTS: None.

HEARING OF CITIZEN COMMENTS. No formal Common Council Action will be taken during this meeting although issues raised may become a part of a future agenda. Participants are allotted a three minute speaking period. Specific items listed on the agenda may not be discussed at this time; however citizens are invited to speak to those specific issues at the time the Council discusses that particular item.

RESOLUTIONS: None.

R-1	Proclaiming International Migratory Bird Day.
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ORDINANCES – First Reading – None.

ORDINANCES – Second Reading.

*O-1	Changing the District Zoning Map to enact an ordinance to impose the R-O Non-Family Residential Overlay District Zoning classification under Chapter 19.25 of the Zoning Ordinance of the City of Whitewater, for the parcels located at 351 S. Wisconsin Street, #1 through #16. (The R-O zoning classification reduces the number of unrelated occupants allowed per residential unit from three to two). (Neighborhood Services Mgr. Request).
*O-2	Amendment to City of Whitewater Municipal Codes: Chapter 19 Sign Ordinance, specifically Section 19.54.052 Maximum sign sizes, addressing the R-1 (Single Family Residence); R-1X (Single Family Residence); R-2 (One and Two Family Residence); and R-3 (Multifamily Residence); Zoning Districts signage requirements for on premise identification sign size and Conditional use sign size to allow for the designed sign size (per side) on each side of the signs. And B-1 (Community Business); B-3 (Highway Commercial and Light Industrial); I (Institutional); R-3 Multi-Family Residence); R-4 (Mobile Home) and AT (Agricultural Transition) Zoning Districts signage requirements for on premise directional signs to allow for nine (9) square feet of signage on each side of the directional signs. (Neighborhood Services Mgr. Request).

CONSIDERATIONS:

C-1	Approval of Performance Contract with Trane (Parks and Recreation Director Request).
C-2	Approval of final design for East Gateway Project. (Asst. City Manager Request).
C-3	Approval of Proposal for Engineering Services – Recreational Boating Grant Application. (Parks and Recreation Director Request).
C-4	Discussion and possible direction regarding city enforcement authorities for hazardous situations on private property.
C-5	Discussion and possible direction regarding city staff wage classification study. (City Manager Request).
C-6	Discussion and possible direction regarding change of location for a future council meeting to a UWW campus location. (Councilmember Singer request).
C-7	Discussion and possible direction regarding budget schedule/calendar. (City Manager Request).
C-8	Councilmember Requests for Future Agenda Items.
C-9	<p><u>EXECUTIVE SESSION.</u> Adjourn to Executive Session, <i>NOT TO RECONVENE</i>, pursuant to Chapter 19.85(1)(c) “Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility and 19.85(1)(e) “Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.”</p> <p>Items to be Discussed:</p> <ol style="list-style-type: none"> 1) WPPA Contract Negotiations; and 2) Possible acquisition of properties located at 330 & 336 N. Fremont Street; and 3) Possible acquisition of property located at 108 W. Main Street.

Anyone requiring special arrangements is asked to call the Office of the City Manager / City Clerk at least 72 hours prior to the meeting.

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

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

February 4, 2014

The meeting of the Common Council was called to order by Council President Singer.
MEMBERS PRESENT: Frawley, Abbott, Winship, Binnie, Bregant, Kidd, Singer.

It was moved by Binnie and seconded by Bregant to acknowledge receipt and filing of the Report of Manually-Produced checks for December, 2013. (Fire / Rescue Task Force Minutes were removed from the Agenda) AYES: Frawley, Abbott, Winship, Binnie, Bregant, Kidd, Singer. NOES: None. ABSENT: None.

PAYMENT OF INVOICES. It was moved by Binnie and seconded by Bregant to approve payment of city invoices in the total sum of \$63,628.43. AYES: Frawley, Abbott, Winship, Binnie, Bregant, Kidd, Singer. NOES: None. ABSENT: None.

CITIZEN COMMENTS: Police Chief Otterbacher announced that a press release announcing the fact that the Whitewater Police Department will be obtaining a K-9 will be released shortly. Richard James of 224 N. Fremont indicated that Fremont Street residents have been asking the City for over five years to look into the drainage issues occurring on Fremont Street. James indicated that problems began when the Starin Road project was completed. A combination of an improperly installed check valve and possible collapse of tiles between Fremont and Park Street properties is believed to have contributed to the problem. James indicated that he has contacted various City staff members, and is not getting responses. Mitchell Simon, who has resided on Park Street since 1974, indicated his garden area is like quick sand. Simon provided some historical information on the properties, and urged the Council to look into this issue without further delay.

PUBLIC HEARING REGARDING AMENDMENT TO COMPREHENSIVE PLAN (for purpose of adopting the Bicycle and Pedestrian Plan). Council President Singer opened the public hearing. Parks and Recreation Director Amundson indicated that the proposed amendment to the plan needs a correction in that Appendices E6 & E7 need to be incorporated. No other citizens spoke with regard to the Plan. Councilmember Binnie indicated that this is an extensive plan which would entail myriads of money to adopt in its entirety. He wanted to confirm that there was not an expectation that just because the plan was adopted, that projects within the plan would move forward. Councilmember Abbott noted that there is much pedestrian traffic, but the proposed plan involves major changes in it, some of which she questions are in the best interest of the City. In particular, Abbott noted the Main Street bike lane near the University, where Main Street would be reduced from four lanes of vehicle traffic to two lanes. Abbott cited statistical information she had obtained relating to number of vehicles travelling on Main Street at various times throughout the day. Councilmember Kidd indicated that the Main Street proposal in the plan would be debated at a later time. Parks and Recreation Director Amundson indicated that this is a comprehensive plan, and he is aware that there are some controversial items in the plan. Amundson encouraged approval since there are numerous non-controversial, positive proposals in the plan. Amundson indicated that without this plan and the accompanying study, the completely positive portions of the plan may not have been discovered.

RESOLUTION VACATING ALLEY (East Gateway Project – near Jefferson and Main Streets). City Attorney McDonell indicated that when designing the Downtown East Gateway project, it was determined that there is an unopened alley on the City's official map, just to the east of what was previously known as the Cordio Auto Parts business. The current driveway location for the auto parts business is not appropriate for the new design of the intersection. After review, it was determined it would be in the best interest of the City to discontinue the unopened alley to allow the relocation of the driveway

serving the auto parts business. The alley intersects two lots, which are owned by the same individual. The property owner is in favor of the discontinuance of the alley. All easements are being retained.

RESOLUTION DISCONTINUING ALLEY

WHEREAS, there is an unpaved alley located between Lots 4 and 5 in Tripp's 2nd Addition to the City of Whitewater, as shown on the attached map, and

WHEREAS, more than 50% of the owners of the lands abutting the unpaved alley have petitioned for its discontinuance, and

WHEREAS, it is in the public's best interest to discontinue said alley. Now, therefore, **BE IT RESOLVED** as follows:

1. The alley intersecting (East of the Main Street and Jefferson Street intersection) with Main Street in the City of Whitewater and located between Lots 4 and 5 in Tripp's 2nd Addition to the City of Whitewater and legally described as set forth on Exhibit A is hereby discontinued. A map labeled Exhibit B showing the area to be discontinued is attached hereto.

2. All utility easements and any easements for existing utilities are being retained by the City of Whitewater.

3. The official map of the City of Whitewater is hereby amended to show the discontinuance of the alley.

Resolution introduced by Councilmember Binnie who moved its adoption. Seconded by Councilmember Winship. AYES: Abbott, Winship, Binnie, Singer, Bregant, Kidd, Frawley. NOES: None. ABSENT: None. ADOPTED: February 4, 2014.

Cameron L. Clapper, City Manager

Michele R. Smith, City Clerk

FIRST READING OF ORDINANCE AMENDING COMPREHENSIVE PLAN (for purpose of adopting the Bicycle and Pedestrian Plan).

Ordinance No. 1868 – Preliminary

ORDINANCE ADOPTING AMENDMENT TO THE COMPREHENSIVE PLAN OF THE CITY OF WHITEWATER, WALWORTH COUNTY, WISCONSIN, TO INCLUDE THE CITY OF WHITEWATER BICYCLE AND PEDESTRIAN PLAN

The City Council of the City of Whitewater, Wisconsin, do ordain as follows:

SECTION 1. The City of Whitewater is authorized to prepare, adopt, and amend a comprehensive plan as defined in sections 66.1001(1)(a) and 66.1001(2) of Wisconsin Statutes.

SECTION 2. On February 2, 2010, the City Council of Whitewater adopted the *City of Whitewater Comprehensive Plan* (hereinafter "*Plan*") as the City's comprehensive plan under

Section 66.1001(4), Wisconsin Statutes, with said *Plan* including procedures for regular consideration of amendments to it.

SECTION 3. Section 66.1001(4), Wisconsin Statutes, establishes the required procedure for a local government to amend a comprehensive plan once it has been initially adopted.

SECTION 4. The City Council of the City of Whitewater has adopted and followed written procedures designed to foster public participation in every stage of the preparation of and amendments to the *Comprehensive Plan*, as required by section 66.1001(4)(a) of Wisconsin Statutes.

SECTION 5. The Plan and Architectural Review Commission of the City of Whitewater, by a majority vote of the entire Commission recorded in its official minutes, has adopted a resolution recommending that the City Council adopt an ordinance to constitute official City approval of an amendment to the *Plan*.

SECTION 6. The City of Whitewater has held at least one public hearing on this ordinance, in compliance with the requirements of section 66.1001(4)(d) of Wisconsin Statutes.

SECTION 7. To better reflect the City's desired future land use pattern, the City hereby amends the *Comprehensive Plan* by adopting the City of Whitewater Bicycle and Pedestrian Plan (An Addendum to the 2008-2013 City of Whitewater Park and Open Space Plan), as a component of the *City of Whitewater Comprehensive Plan*.

SECTION 8. The decision to fund actions or improvements recommended in the Bicycle and Pedestrian Plan shall be made by future City Council action.

SECTION 9. This ordinance shall take effect upon passage by a majority vote of the members-elect of the City Council and publication/posting as required by law.

Ordinance introduced by Councilmember Kidd, who moved its adoption. Seconded by Councilmember Bregant. AYES: Frawley, Winship, Binnie, Singer, Bregant, Kidd. NOES: Abbott. ABSENT: None. FIRST READING APPROVED: February 4, 2014.

Cameron L. Clapper, City Manager

Michele R. Smith, City Clerk

APPOINTMENT OF CITIZEN MEMBER TO BOARDS AND COMMISSIONS. Per the recommendation of the City Manager and Council President, it was moved by Singer and seconded by Winship to appoint Nate Parrish to the Whitewater University Technology Park Board and appoint Timothy O'Toole to the Board of Zoning Appeals. AYES: Frawley, Abbott, Winship, Binnie, Bregant, Kidd, Singer. NOES: None. ABSENT: None.

STORMWATER MANAGEMENT AND STORMWATER ORDINANCE AMENDMENT UPDATES. Assistant City Manager and Streets / Parks Superintendent Chuck Nass updated council on draft drainage studies received from Strand Associates. Three documents were distributed: the Basin 15 drainage study; the Woodland Drive drainage study; and a citywide drainage issues summary. Detailed information regarding storm sewer size and areas of major concern were discussed. Streets / Parks Superintendent Nass indicated that Strand Associates is developing a new ordinance. Further information will be forthcoming.

ADVERTISING MATERIAL DISTRIBUTION (HANDBILL LICENSES). In response to Councilmember Winship's request, process of enforcement of the Code relating to distribution of shopper / advertiser publications was discussed. Examples of annoyances, such as the dropping of advertisers at the foot of driveways, and/or continued delivery to individuals who have requested that delivery cease. A procedure for enforcement will be discussed at the staff level, and will be reported to Council.

ZONING REWRITE PROJECT UPDATE. Joint Council and Plan Commission meetings will be held on February 25 and March 10th. The first meeting will cover commercial regulations, while the March 10th meeting will cover residential regulations. A "parking summit" will be held at a later date. Resident Ben McCready encouraged the Boards to make their decisions promptly, so that citizens who have been waiting for Council action can make their decisions regarding their property.

HOUSING ISSUES. Councilmember Winship raised questions regarding several housing issues, including enforcement of over occupancy, the difficulties that involves, and the possibility of rental licensing. Councilmember Clapper indicated that there have been discussions regarding this subject and that concerns have been raised by various groups. Clapper continued by stating that one reason rental licensing has been discussed is to make sure property owners adhere to standards that keep students safe. Councilmember Abbott indicated that rental registration is already in place, but Clapper indicated there is no means for enforcement of rental registration. City Attorney McDonell stated that there is a penalty for violating the rental registration ordinance. It was determined that the municipal code does place penalties on violations of various sorts. Further discussions will be forthcoming.

WASTEWATER TREATMENT PLANT DIGESTERS FEASIBILITY REPORT WITH TRANE.

It was moved by Winship and seconded by Binnie to approve a contract with Trane for a feasibility study for the Wastewater Treatment Plant digester, for a sum not to exceed \$70,000. AYES: Frawley, Abbott, Winship, Binnie, Singer, Bregant, Kidd. NOES: None. ABSENT: None.

DOWNSTAIRS BAR & GRILL LLC. At the request of the owners of the establishment, the change of agent for this establishment was removed from the Council agenda.

FUTURE AGENDA ITEMS. Councilmember Singer requested a report on connection and impact fees in comparison with other communities. Singer also requested that the staff look into arranging to hold the second council meeting in March on campus. Councilmember Winship requested that the handbill enforcement process as developed by staff, be reported to Council.

ADJOURNMENT. It was moved by Abbott and seconded by Winship to adjourn the meeting. AYES: Frawley, Abbott, Winship, Binnie, Bregant, Kidd, Singer. NOES: None. ABSENT: None. The meeting adjourned at 8:25 p.m.

Respectfully submitted,

Michele R. Smith, Clerk

Report Criteria:

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
ACCURATE APPRAISAL LLC						
4952	ACCURATE APPRAISAL LLC	FEBRUARY 20	GEN ADMN/FEB SVC	03/05/2014	13,490.00	100-51400-219
Total ACCURATE APPRAISAL LLC:					13,490.00	
ALBUS CONVEYORS INC						
3176	ALBUS CONVEYORS INC	0075782-IN	STREET/SNOW PLOW REPAIR	03/05/2014	709.00	100-53320-353
Total ALBUS CONVEYORS INC:					709.00	
ALTA PLANNING & DESIGN						
6624	ALTA PLANNING & DESIGN	12-024-6	BIKE PED PLAN/INVOICE #8 9 1	03/05/2014	1,993.89	450-57500-861
Total ALTA PLANNING & DESIGN:					1,993.89	
AT&T LONG DISTANCE						
4746	AT&T LONG DISTANCE	4746-030514	GEN BLDG/LONG DISTANCE	03/05/2014	839.15	100-51450-225
4746	AT&T LONG DISTANCE	4746-030514	CABLE/LONG DISTANCE	03/05/2014	3.40	200-55110-225
Total AT&T LONG DISTANCE:					842.55	
BALL, RICHARD						
1033	BALL, RICHARD	32176	Library/Janitorial services	03/05/2014	62.00	100-55111-355
1033	BALL, RICHARD	32381	INNOVATION CTR/MATS	03/05/2014	296.20	920-56500-250
1033	BALL, RICHARD	32399	STREET/MATS & TOWELS	03/05/2014	110.30	100-53230-340
Total BALL, RICHARD:					468.50	
BAXTER & WOODMAN INC						
5393	BAXTER & WOODMAN INC	0172665	WASTEWATER/MAINTENANCE	03/05/2014	8,266.79	620-62820-219
Total BAXTER & WOODMAN INC:					8,266.79	
BROWN CAB SERVICE INC						
47	BROWN CAB SERVICE INC	1025	CAB SVC/JAN SVC	03/05/2014	12,745.79	235-51350-295
Total BROWN CAB SERVICE INC:					12,745.79	
BURNS INDUSTRIAL SUPPLY						
28	BURNS INDUSTRIAL SUPPLY	508544	STREET/SNOW PLOW REPAIR	03/05/2014	60.00	100-53320-353
28	BURNS INDUSTRIAL SUPPLY	508890	STREET/SNOW PLOW REPAIR	03/05/2014	32.29	100-53320-353
28	BURNS INDUSTRIAL SUPPLY	511397	STREET/SNOW PLOW REPAIR	03/05/2014	25.21	100-53320-353
Total BURNS INDUSTRIAL SUPPLY:					117.50	
CHILDS PHD SC, CRAIG D						
6517	CHILDS PHD SC, CRAIG D	968	POLICE PATROL/EVALUATION	03/05/2014	600.00	100-52100-219
Total CHILDS PHD SC, CRAIG D:					600.00	
CITY OF JANESVILLE						
5617	CITY OF JANESVILLE	00063163	POLICE PATROL/PISTOL RANG	03/05/2014	175.00	100-52110-360

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
Total CITY OF JANESVILLE:					175.00	
DALEE WATER CONDITIONING						
208	DALEE WATER CONDITIONING	208-030514	COMM BLDG/SALT	03/05/2014	13.92	100-51600-340
Total DALEE WATER CONDITIONING:					13.92	
DEER CREEK TECHNOLOGIES LLC						
7106	DEER CREEK TECHNOLOGIES	120	CRASH CREW/EWS SOFTWARE	03/05/2014	913.92	100-52210-211
Total DEER CREEK TECHNOLOGIES LLC:					913.92	
DEPT OF NATURAL RESOURCES						
293	DEPT OF NATURAL RESOURCE EXAMS		WASTEWATER/ZAHN	03/05/2014	50.00	620-62820-154
Total DEPT OF NATURAL RESOURCES:					50.00	
DIGGERS HOTLINE INC						
636	DIGGERS HOTLINE INC	1439601 PP1	STORMWATER/JAN SVC	03/05/2014	416.86	630-63440-350
636	DIGGERS HOTLINE INC	1439601 PP1	WATER/JAN SVC	03/05/2014	416.87	610-61651-350
636	DIGGERS HOTLINE INC	1439601 PP1	WASTEWATER/JAN SVC	03/05/2014	416.87	620-62830-354
Total DIGGERS HOTLINE INC:					1,250.60	
DIVERSIFIED BENEFIT SVC INC						
4192	DIVERSIFIED BENEFIT SVC INC	178636	FINANCE/FEBRUARY SVC	03/05/2014	354.46	100-51500-217
Total DIVERSIFIED BENEFIT SVC INC:					354.46	
DONOHUE & ASSOCIATES INC						
7077	DONOHUE & ASSOCIATES INC	12600-02	WASTEWATER/FACILITY PLAN	03/05/2014	7,284.20	620-62820-219
Total DONOHUE & ASSOCIATES INC:					7,284.20	
EGNOSKI, THOMAS						
5029	EGNOSKI, THOMAS	903	INNOVATION CTR/SNOW REMO	03/05/2014	1,910.00	920-56500-294
Total EGNOSKI, THOMAS:					1,910.00	
FORT HEALTHCARE-BUSINESS HEALT						
801	FORT HEALTHCARE-BUSINESS	41424	POLICE ADMN/DRUG SCREEN	03/05/2014	206.00	100-52100-219
Total FORT HEALTHCARE-BUSINESS HEALT:					206.00	
GABBEY, ROBERT						
1945	GABBEY, ROBERT	MARCH 2014	FIRE/CELL PHONE REIMBURSE	03/05/2014	20.00	100-52200-225
Total GABBEY, ROBERT:					20.00	
GRAINGER INC						
367	GRAINGER INC	9352379276	GEN BLDG/BLDG MAINTENANC	03/05/2014	155.62	100-51600-355
367	GRAINGER INC	9364265422	WATER/TUBING	03/05/2014	737.10	610-61935-350
367	GRAINGER INC	9364388778	WATER/TUBING	03/05/2014	240.40	610-61935-350
Total GRAINGER INC:					1,133.12	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
GRAY'S INC						
962	GRAY'S INC	31391	STREET/SNOW EQUIPMENT RE	03/05/2014	2,407.00	100-53320-353
Total GRAY'S INC:					2,407.00	
GUS PIZZA PALACE LLC						
601	GUS PIZZA PALACE LLC	6104	CRASH CREW/OPERATING SU	03/05/2014	172.94	100-52210-340
Total GUS PIZZA PALACE LLC:					172.94	
IACP						
708	IACP	1001094712	POLICE ADMN/2014 MEMBERS	03/05/2014	120.00	100-52100-320
Total IACP:					120.00	
J J KELLER & ASSOCIATES INC						
7107	J J KELLER & ASSOCIATES INC	900965410	IT/FMLA SOFTWARE	03/05/2014	745.00	100-51450-247
Total J J KELLER & ASSOCIATES INC:					745.00	
JAECKEL BROS INC						
493	JAECKEL BROS INC	10116	WATER/CARRIAGE ST	03/05/2014	1,564.08	610-61651-350
493	JAECKEL BROS INC	10236	WATER/JEFFERSON ST	03/05/2014	1,776.34	610-61651-350
493	JAECKEL BROS INC	10239	WATER/SHAW CT	03/05/2014	1,599.50	610-61651-350
493	JAECKEL BROS INC	10243	WATER/CLAY ST	03/05/2014	4,039.10	610-61651-350
Total JAECKEL BROS INC:					8,979.02	
JOHN DEERE FINANCIAL						
6276	JOHN DEERE FINANCIAL	62397	PARKS/63 & 64 TIRE REPAIRS	03/05/2014	100.00	100-53270-242
6276	JOHN DEERE FINANCIAL	63637	STREET/#71 REPAIRS	03/05/2014	55.00	100-53230-352
6276	JOHN DEERE FINANCIAL	63826	STORMWATER/#28 TIRE REPAI	03/05/2014	80.00	630-63310-353
6276	JOHN DEERE FINANCIAL	64081	STORMWATER/SWEEPER TIRE	03/05/2014	105.00	630-63310-353
6276	JOHN DEERE FINANCIAL	64087	STREET/#76 TIRE REPAIR	03/05/2014	80.00	100-53320-353
6276	JOHN DEERE FINANCIAL	64249	STREET/#46 REPAIRS	03/05/2014	75.00	100-53320-353
6276	JOHN DEERE FINANCIAL	64421	POLICE/#28 REPAIRS	03/05/2014	554.80	100-53230-354
Total JOHN DEERE FINANCIAL:					1,049.80	
JOHNSON BLOCK & CO INC						
4258	JOHNSON BLOCK & CO INC	411602	FINANCE/AUDIT THRU 1-31-14	03/05/2014	2,800.00	100-51500-214
4258	JOHNSON BLOCK & CO INC	411602	WATER/AUDIT THRU 1-31-14	03/05/2014	1,500.00	610-61923-210
4258	JOHNSON BLOCK & CO INC	411602	WASTEWATER/AUDIT THRU 1-3	03/05/2014	1,500.00	620-62810-219
4258	JOHNSON BLOCK & CO INC	411602	TID 4/AUDIT THRU 1-31-14	03/05/2014	4,400.00	440-57663-219
Total JOHNSON BLOCK & CO INC:					10,200.00	
K.A.S. CUSTOM CLEANING						
6868	K.A.S. CUSTOM CLEANING	15566	CRAVATH LAKEFRONT/JAN SV	03/05/2014	1,047.00	100-51600-246
6868	K.A.S. CUSTOM CLEANING	15566	CRAVATH LAKEFRONT/JAN SV	03/05/2014	47.00	100-51600-246
6868	K.A.S. CUSTOM CLEANING	15566	ARMORY/JAN SVC	03/05/2014	840.00	100-51600-246
6868	K.A.S. CUSTOM CLEANING	15566	INNOVATION CTR/JAN SVC	03/05/2014	750.00	920-56500-246
6868	K.A.S. CUSTOM CLEANING	15566	LIBRARY/JAN SVC	03/05/2014	1,375.00	100-55111-246
6868	K.A.S. CUSTOM CLEANING	15566	CITY HALL/JAN SVC	03/05/2014	3,280.00	100-51600-246
6868	K.A.S. CUSTOM CLEANING	15566	COMM BLDG/JAN SVC	03/05/2014	1,175.00	100-51600-246
Total K.A.S. CUSTOM CLEANING:					8,514.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
KAESTNER AUTO ELECTRIC CO						
2836	KAESTNER AUTO ELECTRIC C	213421	STREET/TOGGLE SWITCH	03/05/2014	37.86	100-53230-354
Total KAESTNER AUTO ELECTRIC CO:					37.86	
LAKESIDE INTERNATIONAL TRUCKS						
3670	LAKESIDE INTERNATIONAL TR	5031353P	STREET/#18 REPAIRS	03/05/2014	45.77	100-53320-353
3670	LAKESIDE INTERNATIONAL TR	5031353PX1	STREET/#2 REPAIRS	03/05/2014	45.77	100-53320-353
3670	LAKESIDE INTERNATIONAL TR	5031828P	STREET/#2 REPAIRS	03/05/2014	40.06	100-53320-353
3670	LAKESIDE INTERNATIONAL TR	5031862P	WASTEWATER/#22 REPAIRS	03/05/2014	15.62	620-62890-357
3670	LAKESIDE INTERNATIONAL TR	5031864P	WASTEWATER/#22 REPAIRS	03/05/2014	45.34	620-62890-357
3670	LAKESIDE INTERNATIONAL TR	5032022P	WASTEWATER/#22 REPAIRS	03/05/2014	22.39	620-62890-357
3670	LAKESIDE INTERNATIONAL TR	5033003P	STREET/#3 REPAIRS	03/05/2014	598.06	100-53320-353
3670	LAKESIDE INTERNATIONAL TR	5033240P	STREET/#2 REPAIRS	03/05/2014	326.93	100-53320-353
3670	LAKESIDE INTERNATIONAL TR	5033909P	STREET/#2 REPAIRS	03/05/2014	71.28	100-53320-353
3670	LAKESIDE INTERNATIONAL TR	5034026P	STREET/#2 REPAIRS	03/05/2014	12.84	100-53320-353
3670	LAKESIDE INTERNATIONAL TR	5034206P	STREET/#1 #2 #6 REPAIRS	03/05/2014	238.54	100-53320-353
3670	LAKESIDE INTERNATIONAL TR	5034351P	STREET/#7 REPAIRS	03/05/2014	149.90	100-53320-353
3670	LAKESIDE INTERNATIONAL TR	5034721P	STREET/#1 REPAIRS	03/05/2014	255.15	100-53320-353
3670	LAKESIDE INTERNATIONAL TR	5034793P	STREET/#1 REPAIRS	03/05/2014	255.15	100-53320-353
3670	LAKESIDE INTERNATIONAL TR	5035279P	STREET/#1 REPAIRS	03/05/2014	289.59	100-53320-353
3670	LAKESIDE INTERNATIONAL TR	5035357P	STREET/NEW TRUCK	03/05/2014	27.74	100-53320-353
3670	LAKESIDE INTERNATIONAL TR	5035390P	STREET/NEW TRUCK	03/05/2014	4.56	100-53320-353
3670	LAKESIDE INTERNATIONAL TR	5035542P	STREET/#7 REPAIRS	03/05/2014	1,598.70	100-53320-353
3670	LAKESIDE INTERNATIONAL TR	5035542PX1	STREET/#7 REPAIRS	03/05/2014	2,844.38	100-53320-353
3670	LAKESIDE INTERNATIONAL TR	5035568P	STREET/#7 REPAIRS	03/05/2014	66.41	100-53320-353
3670	LAKESIDE INTERNATIONAL TR	5035586P	STREET/#7 REPAIRS	03/05/2014	5.92	100-53320-353
3670	LAKESIDE INTERNATIONAL TR	5035646P	STREET/#7 REPAIRS	03/05/2014	65.95	100-53320-353
3670	LAKESIDE INTERNATIONAL TR	503564PX1	STREET/#7 REPAIRS	03/05/2014	94.97	100-53320-353
3670	LAKESIDE INTERNATIONAL TR	5035659P	STREET/NEW TRUCK	03/05/2014	23.30	100-53320-353
3670	LAKESIDE INTERNATIONAL TR	5035722P	STREET/#7 REPAIRS	03/05/2014	29.60	100-53320-353
3670	LAKESIDE INTERNATIONAL TR	5035761P	STREET/#7 REPAIRS	03/05/2014	59.39	100-53320-353
3670	LAKESIDE INTERNATIONAL TR	5035810P	STREET/#7 REPAIRS	03/05/2014	7.69	100-53320-353
3670	LAKESIDE INTERNATIONAL TR	CM5028238P	STREET/CREDIT	03/05/2014	1,003.19-	100-53320-353
3670	LAKESIDE INTERNATIONAL TR	CM5030337P	STREET/CREDIT	03/05/2014	332.50-	100-53320-353
3670	LAKESIDE INTERNATIONAL TR	CM5030747P	STREET/CREDIT	03/05/2014	65.32-	100-53320-353
3670	LAKESIDE INTERNATIONAL TR	CM5033003P	STREET/CREDIT	03/05/2014	159.60-	100-53320-353
3670	LAKESIDE INTERNATIONAL TR	CM5033003PA	STREET/CREDIT	03/05/2014	159.60-	100-53320-353
3670	LAKESIDE INTERNATIONAL TR	CM5033240P	STREET/CREDIT	03/05/2014	159.60-	100-53320-353
3670	LAKESIDE INTERNATIONAL TR	CM5033909P	STREET/CREDIT	03/05/2014	71.28-	100-53320-353
3670	LAKESIDE INTERNATIONAL TR	CM5034721P	STREET/CREDIT	03/05/2014	255.15-	100-53320-353
Total LAKESIDE INTERNATIONAL TRUCKS:					5,034.76	
LOWREY, BRADLEY D						
5708	LOWREY, BRADLEY D	1666	NEIGHBORHOOD SVC/SIDEWA	03/05/2014	280.00	100-52400-219
Total LOWREY, BRADLEY D:					280.00	
MACTEK SYSTEMS INC						
4227	MACTEK SYSTEMS INC	1635	DISPATCH/SOFTWARE SUPPO	03/05/2014	2,657.00	100-52600-295
Total MACTEK SYSTEMS INC:					2,657.00	
MADISON TRUCK EQUIPMENT INC						
1461	MADISON TRUCK EQUIPMENT I	15807	STREET/NEW TRUCK HYDRAU	03/05/2014	7,000.00	215-53560-820

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
Total MADISON TRUCK EQUIPMENT INC:					7,000.00	
MILPORT ENTERPRISES INC						
1408	MILPORT ENTERPRISES INC	204831	WATER/CHEMICALS	03/05/2014	1,732.00	610-61630-341
Total MILPORT ENTERPRISES INC:					1,732.00	
REGISTRATION FEE TRUST						
3833	REGISTRATION FEE TRUST	DJ351118	STREET/13 INTERNAT'L TRUCK	03/05/2014	74.50	100-53230-340
Total REGISTRATION FEE TRUST:					74.50	
ROCHA SR, RAMON						
581	ROCHA SR, RAMON	2-19-14	COURT/INTERPRETING SVC	03/05/2014	25.52	100-51200-219
Total ROCHA SR, RAMON:					25.52	
SCHAEFFER MFG CO						
1063	SCHAEFFER MFG CO	AQ2294-INV1	WASTEWATER/LUBRICANTS	03/05/2014	129.92	620-62850-342
Total SCHAEFFER MFG CO:					129.92	
ST MARY'S DEAN VENTURES INC						
2068	ST MARY'S DEAN VENTURES I	549618568	FIRE/ACKER	03/05/2014	337.00	100-52200-340
Total ST MARY'S DEAN VENTURES INC:					337.00	
STRAND ASSOCIATES INC						
358	STRAND ASSOCIATES INC	0102026	FIELD OF DREAMS/DEC SVC	03/05/2014	808.26	450-57500-863
358	STRAND ASSOCIATES INC	0102264	JAMES ST/DEC SVC	03/05/2014	984.55	450-57500-884
358	STRAND ASSOCIATES INC	1012263	WHITEWATER CREEK/DEC SV	03/05/2014	1,596.43	450-57500-882
Total STRAND ASSOCIATES INC:					3,389.24	
TRI COUNTY COOLING & HEATING LLC						
5283	TRI COUNTY COOLING & HEATI	1864	BIG BRICK PARK/HEATING REP	03/05/2014	68.00	100-51600-244
5283	TRI COUNTY COOLING & HEATI	1865	GEN BLDG/BOILER PROGRAM	03/05/2014	408.00	100-51600-244
5283	TRI COUNTY COOLING & HEATI	1866	LIBRARY/THAW & REPAIR PIPE	03/05/2014	510.00	100-55111-244
5283	TRI COUNTY COOLING & HEATI	1872	GEN BLDG/CITY HALL MOTOR	03/05/2014	493.00	100-51600-244
5283	TRI COUNTY COOLING & HEATI	1873	COMM BLDG/MENS BATHROO	03/05/2014	1,629.00	100-51600-244
5283	TRI COUNTY COOLING & HEATI	1874	CRAVATH LAKEFRONT/REPAIR	03/05/2014	68.00	100-51600-244
Total TRI COUNTY COOLING & HEATING LLC:					3,176.00	
UTILITY SERVICE CO INC						
5547	UTILITY SERVICE CO INC	333097	WATER/CRAVTH ST TANK	03/05/2014	10,303.50	610-61650-350
Total UTILITY SERVICE CO INC:					10,303.50	
UW WHITEWATER						
8	UW WHITEWATER	19995	STREET/LIGHTS	03/05/2014	41.44	100-53420-340
8	UW WHITEWATER	19995	WASTEWATER/JANITORIAL SU	03/05/2014	180.51	620-62840-340
8	UW WHITEWATER	19995	STREET/SNOWPLOW REPAIR P	03/05/2014	2.44	100-53320-353
8	UW WHITEWATER	19995	STREET/LIGHTS	03/05/2014	116.31	100-53420-340
8	UW WHITEWATER	19995	GEN BLDG/LAMP & BATTERIES	03/05/2014	55.81	100-51600-340
8	UW WHITEWATER	20056	INNOVATION CTR/JANITORIAL	03/05/2014	21.03	920-56500-250
8	UW WHITEWATER	20056	GEN BLDG/JANITORIAL SUPPLI	03/05/2014	262.67	100-51600-340

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
8	UW WHITEWATER	20056	STREET/EXTENSION RING	03/05/2014	2.73	100-53420-340
Total UW WHITEWATER:					682.94	
WAHPC						
6193	WAHPC	2014 DUES	DPW/MEMBERSHIP	03/05/2014	40.00	100-51400-320
Total WAHPC:					40.00	
WALMART COMMUNITY						
1507	WALMART COMMUNITY	1507-030514	POLICE ADMN/OPERATING SU	03/05/2014	61.66	100-52100-340
1507	WALMART COMMUNITY	1507-030514	POLICE PATROL/OPERATING S	03/05/2014	23.22	100-52110-340
1507	WALMART COMMUNITY	1507-030514	LIBRARY/OFFICE SUPPLIES	03/05/2014	51.23	220-55110-310
1507	WALMART COMMUNITY	1507-030514	LIBRARY/ADULT PROGRAMMIN	03/05/2014	8.00	220-55110-346
1507	WALMART COMMUNITY	1507-030514	LIBRARY/JUVENILE PROGRAM	03/05/2014	79.44	220-55110-342
1507	WALMART COMMUNITY	1507-030514	LIBRARY/MONITOR	03/05/2014	107.00	220-55110-810
1507	WALMART COMMUNITY	1507-030514	WASTEWATER/BLDG SUPPLIE	03/05/2014	44.90	620-62840-340
Total WALMART COMMUNITY:					375.45	
WHITEWATER FIRE DEPT						
284	WHITEWATER FIRE DEPT	JAN CREDIT C	FIRE/RICK'S EASTSIDE	03/05/2014	37.44	100-52200-340
284	WHITEWATER FIRE DEPT	JAN CREDIT C	FIRE/JESSICA'S	03/05/2014	33.01	100-52200-340
284	WHITEWATER FIRE DEPT	JAN CREDIT C	FIRE/SWEET SPOT	03/05/2014	18.64	100-52200-340
284	WHITEWATER FIRE DEPT	JAN CREDIT C	FIRE/WSFCA	03/05/2014	75.00	100-52200-340
284	WHITEWATER FIRE DEPT	JAN CREDIT C	FIRE/EXXONMBIL	03/05/2014	92.51	100-52200-340
284	WHITEWATER FIRE DEPT	JAN CREDIT C	FIRE/AMAZON VELHICLE MAIN	03/05/2014	111.17	100-52200-241
284	WHITEWATER FIRE DEPT	JAN CREDIT C	FIRE/PEN FDIC FIRE ENGINEE	03/05/2014	1,100.00	100-52200-211
284	WHITEWATER FIRE DEPT	JAN CREDIT C	FIRE/BOSS SAFETY PRODUCT	03/05/2014	118.20	100-52200-810
284	WHITEWATER FIRE DEPT	JAN CREDIT C	FIRE/2014 FDIC	03/05/2014	1,050.00	100-52200-211
Total WHITEWATER FIRE DEPT:					2,635.97	
WHITEWATER GLASS CO INC						
408	WHITEWATER GLASS CO INC	2-11-13	POLICE/#25 REPAIRS	03/05/2014	320.13	100-53230-354
Total WHITEWATER GLASS CO INC:					320.13	
WI DEPT OF JUSTICE						
69	WI DEPT OF JUSTICE	L6505T 01/03/	REC/RECORD CHECK	03/05/2014	21.00	100-55210-790
69	WI DEPT OF JUSTICE	L6505T 01/03/	BEV OP/RECORD CHECK	03/05/2014	49.00	100-44122-51
69	WI DEPT OF JUSTICE	L6505T 02/03/	BEV OP/RECORD CHECK	03/05/2014	112.00	100-44122-51
69	WI DEPT OF JUSTICE	L6505T 02/03/	REC/RECORD CHECK	03/05/2014	14.00	100-55210-790
69	WI DEPT OF JUSTICE	L6505T 02/03/	FIRE/RECORD CHECK	03/05/2014	14.00	100-52200-310
69	WI DEPT OF JUSTICE	L6505T 02/03/	SENIORS/RECORD CHECK	03/05/2014	14.00	100-55310-340
2105	WI DEPT OF JUSTICE	T16863	DISPATCH/QUARTERLY SVC	03/05/2014	2,251.50	100-52600-295
Total WI DEPT OF JUSTICE:					2,475.50	
WI STATE LABORATORY OF HYGIENE						
1899	WI STATE LABORATORY OF HY	349059-1	WATER/FLUORIDE SAMPLING	03/05/2014	20.00	610-61630-340
Total WI STATE LABORATORY OF HYGIENE:					20.00	
WILLISON, DONALD						
457	WILLISON, DONALD	8240	POLICE/#28 REPAIRS	03/05/2014	98.00	100-53230-354
457	WILLISON, DONALD	8242	STREET/#2 REPAIRS	03/05/2014	60.00	100-53320-353
457	WILLISON, DONALD	8246	STREET/#2 REPAIRS	03/05/2014	72.00	100-53320-353

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
Total WILLISON, DONALD:					230.00	
WINCHESTER TRUE VALUE HARDWARE INC						
24	WINCHESTER TRUE VALUE HA	24-030514	GEN ADMN/SCREWDRIVER & B	03/05/2014	39.71	100-51400-310
24	WINCHESTER TRUE VALUE HA	24-030514	GEN BLDG/PAINT	03/05/2014	13.49	100-51600-355
24	WINCHESTER TRUE VALUE HA	24-030514	FIRE/REPAIR SUPPLIES	03/05/2014	132.31	100-52200-241
24	WINCHESTER TRUE VALUE HA	24-030514	STREET/MAINTENANCE SUPPL	03/05/2014	45.97	100-53300-405
24	WINCHESTER TRUE VALUE HA	24-030514	STREET/STREET LIGHT OPERA	03/05/2014	10.25	100-53420-340
24	WINCHESTER TRUE VALUE HA	24-030514	WATER/REPAIRS & SUPPLIES	03/05/2014	1,018.89	610-61935-350
24	WINCHESTER TRUE VALUE HA	24-030514	WASTEWATER/JETTER PLUG	03/05/2014	1.29	620-62830-355
24	WINCHESTER TRUE VALUE HA	24-030514	WASTEWATER/OPERATING SU	03/05/2014	19.19	620-62840-340
24	WINCHESTER TRUE VALUE HA	24-030514	WASTEWATER/REPAIRS & SUP	03/05/2014	56.55	620-62850-357
24	WINCHESTER TRUE VALUE HA	24-030514	WASTEWATER/BLDG & GROUN	03/05/2014	31.45	620-62860-357
24	WINCHESTER TRUE VALUE HA	24-030514	WASTEWATER/LAB SUPPLIES	03/05/2014	8.87	620-62870-340
Total WINCHESTER TRUE VALUE HARDWARE INC:					1,377.97	
Grand Totals:					127,068.26	

Dated: 02/26/2014

Finance Director: DOUG SAUBERT

Report Criteria:

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



Irvin L. Young Memorial Library
 431 W Center St
 Whitewater WI 53190
 Board of Trustees Regular Meeting
 Community Room
 Monday, December 16, 2013, 6:30 pm

Present: Richard Helmick, Sharon Knight, Anne Hartwick, Sally Watson, Julie Caldwell, Jim Winship **Absent:** Danielle Hudson

Administrative Staff Present: Stacey Lunsford, Diane Jaroch

Also Present:

1. President Anne Hartwick called the meeting to order at 6:32 p.m.
2. The consent agenda was approved as presented. MSC (Hartwick/Winship) Helmick, Knight, Watson, Caldwell. Noes: None
3. Acknowledgment of receipt of circulation, service, Mango, and Boopsie statistics reports for November 2013 were acknowledged and accepted as presented. MSC (Winship/Helmick) Knight, Hartwick, Watson, Caldwell. Noes: None
4. Acknowledgment of receipt of treasurer's report for November 2013 MSC (Winship/Caldwell) Helmick, Knight, Hartwick, Watson. Noes: None
5. Citizen input regarding matters not on agenda; None
6. OLD BUSINESS
 - a) Library Building Expansion Project -Report will be presented in January.
 - b) Council and Community Communications – Discussion
 - c) 2014 Budget – Was approved by the city board. Will include expanded library hours.
7. NEW BUSINESS
 - a) 2014 Goals and Objectives – Move to adopt the goals and objectives. MSC (Winship/Knight) Helmick, Hartwick, Watson, Caldwell. Noes: None
8. DIRECTOR'S REPORT as presented by Stacey Lunsford
 - a) I attended the bi-monthly SHARE meeting in Waterford on Thursday, November 21. We had several demonstrations and updates on various new resources.
 - a. E-Resource Central- Materials that are available through OverDrive will now show up as search results in the library catalog with the ability to click through and borrow or place holds on OverDrive ebooks and digital audiobooks.
 - b. MobileCirc--We will be ready to start using MobileCirc early next year. We need a 2-D scanner and a Bluetooth Printer and SHARE will be making a group purchase of this equipment in February.
 - c. NoveList Select--The online readers' advisory website has been integrated into the library catalog so patrons can receive book recommendations based on their preferences directly in the catalog and it will show them who owns those titles in SHARE.
 - b) We have been having minor but persistent computer issues since the SHARE server was moved from Horicon to Waterford on December 1. Tim and Jim Novy are working through them.
 - c) I attended the quarterly Safety and Wellness Action Group meeting on December 10. S.W.A. G. is comprised of representatives from each city department working to promote, share information, and unite all staff from all departments on matters of safety and program implementation.

9. ADULT SERVICES REPORT as presented by Diane Jaroch
 - a) I attended a Cataloging Workshop at the Dwight Foster Memorial Library on November 4. The Cataloging Committee for SHARE went over some of the new cataloging guidelines and helped answer questions about properly cataloging items not found in the database.
 - b) We had a nice turnout for International Games Day @ your library. Twenty-five people were in attendance. It was so nice to see families coming to the library to play together.
 - c) We had four people attend our Maker Monday program on November 25. We made Snowmen out of clay planter pots. The next Maker Monday will be on December 16 at 4:30 pm. We asked those attending to register ahead of time so we could have enough supplies on hand for the gifts we are making. We currently have eight individuals signed up to participate in this event.
 - d) I proctored two on-line exams during the month of November. One was for a patron working on her Master of Business Administration through the University of North Dakota. The second ' exam was for a patron Working on his Master of Science in Agronomy through Iowa State University.
10. YOUTH SERVICES REPORT as submitted by Cathy Bloom.
 - a) November was a fairly quiet month.
 - b) There weren't any programs or storytimes from November 1st through November 10th as I was on vacation.
 - c) Storytimes: There were eight storytimes held in November. Attendance for those eight sessions was 205.
 - d) 33 children attended Lego Club and 8 young adults were at the YA Gaming Night.
 - e) There were 4 people who attended Maker Monday which was held on Monday, November 25.
 - f) I also attended Crime Club which was on November 20, 2013.
 - g) Diane and I did the display case for the month of December.
 - h) I also started planning activities and programs for the Winter-Spring Session.
11. Board member reports. None
12. Board member requests for future agenda items. Add trustee handbook review for future meetings.
13. Confirmation of next meeting on January 20, 2014, 6:30 pm
14. Adjournment at 7:20 pm.

Minutes submitted by Sally Taylor Watson, Board of Trustees Secretary



City of Whitewater Council Agenda Item Information Sheet

MEETING DATE: 3/4/14 ITEM: Resolution Designating International Migratory Bird Day

PRESENTER: City Manager / Chuck Nass

ACTION, IF ANY: Request for approval of Resolution designating Bird Day

SUMMARY OF ITEM BEING PRESENTED:

The Tree Commission has been working diligently on having Whitewater designated as a Bird City (similar to a Tree City USA designation). In order to obtain the designation, the Common Council must adopt a Resolution designating an International Migratory Bird Day. Plans are to have the Day coincide with Arbor Day for year 2014. (Date may change in future years) Arbor Day is actually the last Friday each April, but Whitewater has held their Arbor Day celebration in early May, depending on the date when the State representative is available to attend the ceremony.

BUDGET IMPACT, IF ANY: None.

BOARD, COMMISSION, OR COMMITTEE RECOMMENDATION, IF ANY:

Tree Commission recommends adoption of the Resolution.

STAFF RECOMMENDATION:

Staff recommends adoption of Resolution.

RECOMMENDED MOTION:

Adoption of Resolution.

ATTACHMENT(S): Resolution

FOR MORE INFORMATION CONTACT:

Chuck Nass, City Forester 262-903-9511

Resolution Designating International Migratory Bird Day

Whereas, migratory birds are some of the most beautiful and easily observed wildlife that share our communities, and

Whereas, many citizens recognize and welcome migratory songbirds as symbolic harbingers of spring, and

Whereas, these migrant species also play an important economic role in our community, controlling insect pests and generating millions in recreational dollars statewide, and

Whereas, migratory birds and their habitats are declining throughout the Americas, facing a growing number of threats on their migration routes and in both their summer and winter homes, and

Whereas, public awareness and concern are crucial components of migratory bird conservation, and

Whereas, citizens enthusiastic about birds, informed about the threats they face, and empowered to help address those threats can directly contribute to maintaining health bird populations, and

Whereas, since 1993 International Migratory Bird Day (IMBD) has become a primary vehicle for focusing public attention on the nearly 350 species that travel between nesting habitats in our communities and throughout North America and their wintering grounds in South and Central America, Mexico, the Caribbean, and the southern U.S., and

Whereas, hundreds of thousands of people will observe IMBD, gathering in town squares, community centers, schools, parks, nature centers, and wildlife refuges to learn about birds, take action to conserve them, and simply to have fun, and

Whereas, while IMBD officially is held each year on the second Saturday in May, its observance is not limited to a single day, and planners are encouraged to schedule activities on the dates best suited to the presence of both migrants and celebrants, and

Whereas, IMBD is not only a day to foster appreciation for wild birds and to celebrate and support migratory bird conservation, but also a call to action.

Common Council

Now Therefore, the Common Council of the /City of Whitewater Wisconsin, do hereby proclaim April 25, 2014 as

International Migratory Bird Day

in the City of Whitewater , and all citizens are urged to celebrate this observance and to support efforts to protect and conserve migratory birds and their habitats in our community and the world at large.

Resolution introduced by council member _____, who moved its adoption. Seconded by council member _____.

AYES:

NOES:

ABSENT:

ADOPTED:

Cameron L. Clapper

Michele R. Smith

City of Whitewater Council Agenda Item Information Sheet

Meeting Date: 2-20-14

ITEM: Consideration of a change to the City's Official Zoning Map, petition to apply the R-O Non-Family Residential Overlay Zoning District for the parcel located at 351 S. Wisconsin Street #1 through #16, Waters Edge Condominiums.

PRESENTER: Latisha Birkeland

PREVIOUS ACTION AND SUMMARY:

The Plan and Architectural Review Commission reviewed and recommended approval to apply the R-O Non-Family Residential Overlay Zoning District with a 5-to-2 vote.

BUDGET IMPACT, IF ANY: None

STAFF RECOMMENDATION:

The Waters Edge Condominium Planned Community Development District was established without a limitation of unrelated persons per non-family households. I believe applying the R-O Overlay District to the parcel located at 351 S. Wisconsin Street #1 through #16, a low-density residential area, is consistent with the purpose and intent of the R-O District. Applying the R-O District to this parcel only, allows the two 16-unit apartment condominium buildings to not be affected by this change.

I therefore recommend that the Plan Commission recommend to the Common Council, to approve the request to apply the R-O Non-Family Household Overlay Zoning to the parcel located at 351 S. Wisconsin Street #1 through #16, Waters Edge Condominiums.

ATTACHMENT(S) INCLUDED:

Staff report to the Plan Commission for the 2-10-14 meeting, map, petitions, and application from the applicant.

FOR MORE INFORMATION CONTACT: Latisha Birkeland at 262-473-0143 or lbirkeland@whitewater-wi.gov



Neighborhood Services Department
*Planning, Zoning, Code Enforcement, GIS
 and Building Inspections*

www.whitewater-wi.gov
 Telephone: (262) 473-0540

To: City of Whitewater Plan and Architectural Review Commission
 From: Latisha Birkeland, Neighborhood Services Director / City Planner
 Meeting Date: February 10, 2014
 Re: Proposed changes to the City's Official Zoning Map, petition to apply the R-O Non-Family Residential Overlay Zoning District for the parcel located at 351 S. Wisconsin Street #1 through #16, Waters Edge Condominiums.

Summary of Request

The applicant, Council Member Dr. Ken Kidd, is requesting that the R-O Non-Family Residential Overlay Zoning District be applied to 351 S. Wisconsin Street #1 through #16.

In 2001, the 16 condominium units and the two 16-unit apartment condominium buildings were zoned Planned Community Development (PCD). 16 condominium units are located on parcels WE 00001 – WE 0016, separately from the two 16-unit apartment condominium buildings located on parcels WE1 00001 – WE1 00032.

Planned Community Development Districts are used to promote improved environmental design and innovative uses of land in the City. They are stand-alone districts; all use, lot, building, yard and parking requirements are set during the rezoning process. PCD Districts do not have “underlying zoning.” This means you cannot use a different zoning district to clarify a requirement if the PCD has not identified it in the Specific Implementation Plan (SIP) or the General Development Plan (GDP). To add or remove restrictions from a PCD, you need to amend the PCD or rezone it.

When zoned PCD, the Waters Edge Condominium project did not identify a limitation for “non-family household” or unrelated persons per dwelling unit. Dr. Kidd has applied to have the R-O Non-Family Residential Overlay District apply to the 16 condominium units. The R-O Overlay Zoning district, if applied, would restrict the maximum number of unrelated persons per housing unit to 2 unrelated persons, for the 16 condominium units only.

This would not affect the northern parcel that incorporates the two 16-unit apartment buildings. The PCD would not change because the R-O Overlay District does not affect the potential uses, setbacks, and other standards applicable to this land.

Recommendation

The Waters Edge Condominium Planned Community Development District was established without a limitation of unrelated persons per non-family households. I believe applying the R-O Overlay District to the parcel located at 351 S. Wisconsin Street #1 through #16, a low-density residential area, is consistent with the purpose and intent of the R-O District. Applying the R-O

District to this parcel only, allows the two 16-unit apartment buildings to not be effected by this change.

I therefore recommend that the Plan Commission recommend to the Common Council, to approve the request to apply the R-O Non-Family Household Overlay Zoning to the parcel located at 351 S. Wisconsin Street #1 through #16, Waters Edge Condominiums.

B-3

S Wisconsin St

PCD

R-2

/WE 00001 - /WE 00016

PCD
Proposed R-O

Trippe Lake Park



We the undersigned owners of property at 351 S. Wisconsin St, Whitewater Wisconsin wish to have 351 S. Wisconsin St. designed as R-0 zoning. We understand that R-0 zoning restricts each unit to not more than 2 unrelated inhabitants.

<u>Name</u>	<u>Unit Number</u>	<u>Signature</u>	<u>Date</u>
1. Ken Kidd	14	<i>Ken Kidd</i>	10/17/13
2. Susan Kidd	14	<i>Susan Kidd</i>	10/17/13
3. Dawn Hunter	12	<i>Dawn Hunter</i>	10/17/13
4. Lyle Hunter	12	<i>Lyle Hunter</i>	10/17/13
5. Wan RDK	1	<i>Wan RDK</i>	10/31/13
6. Anita Schanke	6	<i>Anita Schanke</i>	10/31/13
7. Marilyn Tydrich	4	<i>Marilyn Tydrich</i>	10/01/13
8. Myra Brien	15	<i>Myra Brien</i>	10/31/13
9. Janis Goder	16	<i>Janis Goder</i>	10/31/13
10. CARLEEN M. VANDERKOP	#2	<i>Carleen M. VanderKop</i>	10/31/13
11. William D. Barrow #10		<i>Willm D. Barrow</i>	10/31/13
12. Charles H. TAGGART	#7	<i>Charles H. Taggart</i>	10-31-13
13. ARTHUR VANDERKOP	#2	<i>Arthur VanderKop</i>	10-31-13
14. Ah & Lu Munther	#11		10-18-13

We the undersigned owners of property at 351 S. Wisconsin St, Whitewater Wisconsin wish to have 351 S. Wisconsin St. designed as R-0 zoning. We understand that R-0 zoning restricts each unit to not more than 2 unrelated inhabitants.

<u>Name</u>	<u>Unit Number</u>	<u>Signature</u>	<u>Date</u>
1. DAN Wolfe	#3	Dan Wolfe	11/21/13
2. Linda Wolfe	#3	Linda Wolfe	11/21/13
3. Mona Baker	#9	Linda H Baker	12/12/13
4. STEVE BAKER	#9	[Signature]	12/12/13
5. E.B. CZARNECKI	#5	E. B Czarnicki	12/19/13
6. SANDY C. GARNECKI	#5	Sandy Czarnicki	12/19/13
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Plan Commission of the City of Whitewater, Walworth and Jefferson counties, Wisconsin, will consider a change of the District Zoning Map for the following area to enact an ordinance to impose the R-O Non-Family Residential Overlay District Zoning classification under Chapter 19.25 of the Zoning Ordinance of the City of Whitewater on the following area:

<u>Property Address:</u>	<u>Tax ID #:</u>	<u>Property Owner</u>
351 S. Wisconsin St. #1	/WE 00001	Warren R. Devries
351 S. Wisconsin St. #2	/WE 00002	Arthur D. Vanderkoy, Carleen M. Vanderkoy
351 S. Wisconsin St. # 3	/WE 00003	Danny D. Wofle, Linda F. Wolfe
351 S. Wisconsin St. # 4	/WE 00004	Marilyn M Tydrich Living Trust
351 S. Wisconsin St. # 5	/WE 00005	Edwin B. Czarnecki, Sandy C. Czarnecki
351 S. Wisconsin St. # 6	/WE 00006	Anita Schanke
351 S. Wisconsin St. # 7	/WE 00007	Taggart Trust
351 S. Wisconsin St. # 8	/WE 00008	Mary C. Schwartz Trust
351 S. Wisconsin St. # 9	/WE 00009	Linda M. Baker Trust
351 S. Wisconsin St. # 10	/WE 00010	William D. Barrow
351 S. Wisconsin St. # 11	/WE 00011	Allen E. Gunther, Lucretia M. Gunther
351 S. Wisconsin St. # 12	/WE 00012	Lyle W. Hunter Trust, Dawn M. Hunter Trust
351 S. Wisconsin St. # 13	/WE 00013	Richard Schwall Trust, Norma Schwall Trust
351 S. Wisconsin St. # 14	/WE 00014	Dr. Kenneth R. Kidd, Susan L. Kidd
351 S. Wisconsin St. # 15	/WE 00015	Myra J. Brien
351 S. Wisconsin St. # 16	/WE 00016	Paul A. Goder, Janis K. Goder

NOTICE IS FURTHER GIVEN that the Plan Commission of the City of Whitewater will hold a public hearing in the Whitewater Municipal Building Community Room, 312 W. Whitewater Street, on February 10, 2014, at 6:00 p.m. to hear any person for or against said change. Opinions for or against said change may also be filed in writing.

The proposal is on file in the office of the Zoning Administrator, 312 W. Whitewater Street, and may be viewed during office hours of 8:00 a.m. to 5:00 p.m. Monday through Friday.

The R-O Zoning classification reduces the number of unrelated occupants allowed per residential unit from 3 to 2.

Michele Smith, City Clerk

Dated: January 15, 2014

Publish: in "Whitewater Register"
on January 23, 2014, and January 30, 2014

TaxKey	Owner1	Owner2	Address1	Address2	City	State	Zip
/A142700001	DAVID W HAYNE	SUE A PERKINS	439 S WISCONSIN ST		WHITEWATER	WI	53190-2001
/GRE 00001	NELS R WIBERG	GRETA M WIBERG	W8131 BAY VIEW DR		WHITEWATER	WI	53190-0000
/GRE 00002	RICHARD D VULTAGGIO		P. O. BOX 29		WHITEWATER	WI	53190-0000
/GRE 00003	THOMAS E OWENS		212A CLAY ST #3		WHITEWATER	WI	53190-0000
/GRE 00004	RICHARD D VULTAGGIO		P. O. BOX 29		WHITEWATER	WI	53190-0000
/GRE 00005	RICHARD D VULTAGGIO		P. O. BOX 29		WHITEWATER	WI	53190-0000
/GRE 00006	RICHARD D VULTAGGIO		P. O. BOX 29		WHITEWATER	WI	53190-0000
/GRE 00007	RICHARD D VULTAGGIO		P. O. BOX 29		WHITEWATER	WI	53190-0000
/GRE 00008	RICHARD D VULTAGGIO		P. O. BOX 29		WHITEWATER	WI	53190-0000
/GRE 00009	RICHARD D VULTAGGIO		P. O. BOX 29		WHITEWATER	WI	53190-0000
/GRE 00010	RICHARD D VULTAGGIO		P. O. BOX 29		WHITEWATER	WI	53190-0000
/TRA 00046	WILLIAM GRAHAM POST #173	OF THE AMERICAN LEGION	292 S WISCONSIN ST		WHITEWATER	WI	53190-0000
/TRA 00064	ERNEST R STAEBLER TRUST	MARGARET N STAEBLER TRUST	419 E CLAY ST		WHITEWATER	WI	53190-2007
/WE 00001	WARREN R DEVRIES		10205 WINCOPIN CIR	#404	COLUMBIA	MD	21044-0000
/WE 00002	ARTHUR D VANDERKOY	CARLEEN M VANDERKOY	351 S WISCONSIN AVE	UNIT 2	WHITEWATER	WI	53190-0000
/WE 00003	DANNY D WOLFE	LINDA F WOLFE	351 S WISCONSIN ST #3		WHITEWATER	WI	53190-0000
/WE 00004	MARILYN M TYDRICH TRUST		351 S WISCONSIN ST	#4	WHITEWATER	WI	53190-0000
/WE 00005	EDWIN B CZARNECKI	SANDY C CZARNECKI	PO BOX 95		WHITEWATER	WI	53190-0000
/WE 00006	ANITA SCHANKE		351 WISCONSIN ST	UNIT 6	WHITEWATER	WI	53190-0000
/WE 00007	TAGGART TRUST		351 S WISCONSIN ST	#7	WHITEWATER	WI	53190-0000
/WE 00008	MARY C SCHWARTZ TRUST		351 S WISCONSIN ST #8		WHITEWATER	WI	53190-0000
/WE 00009	LINDA M BAKER TRUST		351 S WISCONSIN ST #9		WHITEWATER	WI	53190-0000
/WE 00010	WILLIAM D BARROW		351 S WISCONSIN ST	UNIT 10	WHITEWATER	WI	53190-0000
/WE 00011	ALLEN E GUNTHER	LUCRETIA M GUNTHER	351 WISCONSIN	UNIT 11	WHITEWATER	WI	53190-0000
/WE 00012	LYLE W HUNTER TRUST	DAWN M HUNTER TRUST	351 S WISCONSIN ST	UNIT 12	WHITEWATER	WI	53190-0000
/WE 00013	RICHARD SCHWALL TRUST	NORMA SCHWALL TRUST	351 S WISCONSIN ST #13		WHITEWATER	WI	53190-0000
/WE 00014	KENNETH R KIDD	SUSAN L KIDD	351 S WISCONSIN ST		WHITEWATER	WI	53190-0000
/WE 00015	MYRA J BRIEN		351 WISCONSIN ST, #15		WHITEWATER	WI	53190-0000
/WE 00016	PAUL A GODER	JANIS K GODER	351 S WISCONSIN ST	UNIT 16	WHITEWATER	WI	53190-0000
/WE1 00001	PHILIP O'NEAL MILAM	BECKY MARIE MILAM	327 E CLAY ST	#17	WHITEWATER	WI	53190-0000
/WE1 00002	LORICE K WOLLER		327 E CLAY ST	UNIT 18	WHITEWATER	WI	53190-0000
/WE1 00003	A&L WW PROPERTY LLC	C/O LAURA BARON	34712 IROQUOIS TR		MCHENRY	IL	60051-0000
/WE1 00004	WADE BROWN TRUST	CATHERINE BROWN TRUST	327 E CLAY ST	UNIT 20	WHITEWATER	WI	53190-0000
/WE1 00005	AMY J ZELINGER		327 E CLAY ST #21		WHITEWATER	WI	53190-0000
/WE1 00006	DENNIS TOMORSKY	BETTY TOMORSKY	15240 WESTOVER RD		ELM GROVE	WI	53122-0000
/WE1 00007	LISA J KYSELY		327 E CLAY ST	#23	WHITEWATER	WI	53190-0000
/WE1 00008	THOMAS KEITH	EILEEN M KEITH	5853 HACKER DR		WEST BEND	WI	53095-0000
/WE1 00009	MICHAEL L KASPAR	MARY L KASPAR	327 E CLAY ST	UNIT 25	WHITEWATER	WI	53190-0000

/WE1 00010	PATRICA DICKINSON OLSON	SALLY J MINICUCI	417 LAKEWOOD DR		WILLIAMS BAY	WI	53191-0000
/WE1 00011	KEY RENTAL PROPERTIES LLC		PO BOX 773		WAUCONDA	IL	60084-0000
/WE1 00012	JENNIFER L KAINA		327 E. CLAY ST	UNIT 28	WHITEWATER	WI	53190-0000
/WE1 00013	ALAN D TOTAH	DEBBIE A TOTAH	4111 PINE CREST TRAIL		HOUSTON	TX	77059-0000
/WE1 00014	SUSAN J SUSNIK		327 E CLAY ST	#30	WHITEWATER	WI	53190-0000
/WE1 00015	LAURA K MUGLER		327 E CLAY ST	UNIT 31	WHITEWATER	WI	53190-0000
/WE1 00016	JEANETTE I HANSEN		327 E CLAY ST #32		WHITEWATER	WI	53190-0000
/WE1 00017	JAMES R WOOD	DARLENE M WOOD	215 E CLAY ST		WHITEWATER	WI	53190-0000
/WE1 00018	PAUL H VELDBOOM		215 E CLAY ST UNIT 34		WHITEWATER	WI	53190-0000
/WE1 00019	JOHN E BEERMAN IV	KATHLEEN B BEERMAN	215 E. CLAY ST	UNIT 35	WHITEWATER	WI	53190-0000
/WE1 00020	TIMOTHY L BIRKENSTOCK TRUST	CRYSTAL L BIRKENSTOCK TRUST	W293 N3923 ROUND HILL CIRCLE		PEWAUKEE	WI	53072-0000
/WE1 00021	SANDRA K KOSZYCZAREK		215 E. CLAY ST	UNIT 37	WHITEWATER	WI	53190-0000
/WE1 00022	BENEDICT J WILLMING III		215 CLAY ST	UNIT 38	WHITEWATER	WI	53190-0000
/WE1 00023	JASON R PARPART		W7354 US HSY 12		WHITEWATER	WI	53190-3922
/WE1 00024	EDA B WILSON TRUST		215 E CLAY, #40		WHITEWATER	WI	53190-0000
/WE1 00025	E CHRISTINE KIENBAUM		215 E CLAY ST	UNIT 41	WHITEWATER	WI	53190-0000
/WE1 00026	JAMES D ALLEN		215 E CLAY ST #42		WHITEWATER	WI	53190-0000
/WE1 00027	LEON KELLER	ELISABETH KELLER	215 E. CLAY ST	#43	WHITEWATER	WI	53190-0000
/WE1 00028	LAURA L MASBRUCH		215 E CLAY ST	UNIT 44	WHITEWATER	WI	53190-0000
/WE1 00029	LES HYNUM	MARY C HYNUM	215 E CLAY ST	UNIT 45	WHITEWATER	WI	53190-0000
/WE1 00030	CHAD A KOPECKY		215 E CLAY ST	UNIT 46	WHITEWATER	WI	53190-0000
/WE1 00031	LAURA DYKSTRA		418 S MADISON ST		HINSDALE	IL	60521-0000
/WE1 00032	ASTRID M PETERSON		215 E CLAY ST	UNIT 48	WHITEWATER	WI	53190-0000
/WUP 00261	CITY OF WHITEWATER		312 W WHITEWATER ST		WHITEWATER	WI	
/WUP 00271A	CITY OF WHITEWATER 'PUMP HOUSE'		312 W WHITEWATER ST		WHITEWATER	WI	
/TRA 00067	PHILLIP A RODEN	MARY B RODEN	2111 NOYES		EVANSTON	IL	60201-0000

**CITY OF WHITEWATER
PETITION FOR CHANGE OR AMENDMENT OF ZONING**

Whenever the public necessity, convenience, general welfare or good zoning practice require, the City Council may, by Ordinance, change the district boundaries or amend, change or supplement the regulations established by the Zoning Ordinance.

A change or amendment may be initiated by the City Council, the Plan Commission, or by a Petition of one or more of the owners, lessees, or authorized agents of the property within the area proposed to be changed.

PROCEDURE

1. File the Petition with the City Clerk. Filed on 1/13/2014.
2. Class 2 Notices published in Official Newspaper on 1-23-14 & 1-30-14.
3. Notices of Public Hearing mailed to property owners on 1-27-14.
4. Plan Commission holds PUBLIC HEARING on 2-10-14.
They will hear comments of the Petitioner and comments of property owners. Comments may be made either in person or in writing.
5. At the conclusion of the Public Hearing, the Plan Commission makes a decision on the recommendation they will make to the City Council.
6. City Council consideration of the Plan Commission's recommendation and final decision on adoption of the ordinance making the change.

7. The Ordinance is effective upon passage and publication as provided by law.

PLEASE COMPLETE THE FOLLOWING APPLICATION. If there is more than one applicant for an area to be rezoned, add additional pages with the signatures of the owners, indicate their address and the date of signature.

Refer to Chapter 19.69 of the City of Whitewater Code of Ordinances, entitled CHANGES AND AMENDMENTS, for more information on application and protests of changes.

**City of Whitewater
Application for Amendment to Zoning District or Ordinance**

IDENTIFICATION AND INFORMATION ON APPLICANT(S):

Applicant's Name: Kenneth Kidd Phone # 473 5196

Applicant's Address: 351 S Wisconsin St #14, Whitewater Wi

Owner of Site, according to current property tax records (as of the date of the application):

Kenneth and Susan
 Kidd

Street address : 351 S Wisconsin St #1-16
 16

Legal Description (Name of Subdivision, Block and Lot or other Legal Description):

Agent or Representative assisting in the Application (Engineer, Architect, Attorney, etc.)

Name of Individual: none Name of Firm: _____

Office Address: _____ Phone: _____

Name of Contractor: _____

Has either the applicant or the owner had any variances issued to them on any property? YES NO
If YES, please indicate the type of variance issued and indicate whether conditions have been complied with:

EXISTING AND PROPOSED USES:

Current Zoning District or Ordinance to be Amended:

PCD without other zoning

Proposed Zoning District or Ordinance

R0
 overlay

Zoning District in which Property is located: Waters Edge North Condominium

PCD _____

Section of City Zoning Ordinance that identifies the proposed land use in the Zoning District in which the property is located:

PLANS TO ACCOMPANY APPLICATION

Applications for permits shall be accompanied by drawings of the proposed work, drawn to scale, showing, when necessary, floor plans, sections, elevations, structural details. Computations and stress diagrams as the building official may require.

PLOT PLAN

When required by the building official, there shall be submitted a plot plan in a form and size designated by the building official for filing permanently with the permit record, drawn to scale, with all dimension figures, showing accurately the size and exact location of all proposed new construction and the relation to other existing or proposed buildings or structures on the same lot, and other buildings or structures on adjoining property within 15 feet of the property lines. In the case of demolition, the plot plan shall show the buildings or structures to be demolished and the buildings or structures on the same lot that are to remain.

STANDARDS

STANDARD	APPLICANT'S EXPLANATION
A. The proposed amendment for future structure, addition, alteration or use will meet the minimum standards of this title for the district being proposed;	NA
B. The Proposed development will be consistent with the adopted city master plan;	yes

C. The proposed development will be compatible with and preserve the important natural features of the site;	NA
D. The proposed use will not create a nuisance for neighboring uses, or unduly reduce the values of an adjoining property;	Will not cause a nuisance

STANDARD	APPLICANT'S EXPLANATION
E. The proposed development will not create traffic circulation or parking problems;	Will not
F. The mass, volume, architectural features, materials and/or setback of proposed structures, additions or alterations will appear to be compatible with existing buildings in the immediate area;	NA
G. Landmark structures on the National Register of Historic Places will be recognized as products of their own time. Alterations which have no historical basis will not be permitted;	NA
H. The proposed structure, addition or alteration will not substantially reduce the availability of sunlight or solar access on adjoining properties.	NA

CONDITIONS

The city of Whitewater Zoning Ordinance authorizes the Plan Commission to hold a public hearing and make recommendation to the City Council for the proposed changes (Section 19.69).

Kidd _____ 1/13/2014 _____
Applicant's Signature Date

APPLICATION FEES:

Fee for Amendment to Zoning or Ordinance: \$200

Date Application Fee Received by City _____ Receipt No. _____

Received by _____

TO BE COMPLETED BY CODE ENFORCEMENT/ZONING OFFICE:

Date notice sent to owners of record of opposite & abutting properties: 1-27-14
Date set for public review before Plan & Architectural Review Board: 2-10-14

ACTION TAKEN:

Public Hearing: ___ Recommendation ___ Not Recommended by Plan & Architectural Review Commission

CONDITIONS PLACED UPON PERMIT BY PLAN AND ARCHITECTURAL REVIEW COMMISSION: _____

Signature of Plan Commission Chairman Date

ORDINANCE NO. 1869A - FINAL**AN ORDINANCE IMPOSING THE NON-FAMILY RESIDENTIAL
OVERLAY DISTRICT ZONING CLASSIFICATION FOR CERTAIN
PROPERTY IN THE CITY OF WHITEWATER**

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

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

<u>Address</u>	<u>Tax ID #</u>
351 S. Wisconsin St. #1	/WE 00001
351 S. Wisconsin St. #2	/WE 00002
351 S. Wisconsin St. # 3	/WE 00003
351 S. Wisconsin St. # 4	/WE 00004
351 S. Wisconsin St. # 5	/WE 00005
351 S. Wisconsin St. # 6	/WE 00006
351 S. Wisconsin St. # 7	/WE 00007
351 S. Wisconsin St. # 8	/WE 00008
351 S. Wisconsin St. # 9	/WE 00009
351 S. Wisconsin St. # 10	/WE 00010
351 S. Wisconsin St. # 11	/WE 00011
351 S. Wisconsin St. # 12	/WE 00012
351 S. Wisconsin St. # 13	/WE 00013
351 S. Wisconsin St. # 14	/WE 00014
351 S. Wisconsin St. # 15	/WE 00015
351 S. Wisconsin St. # 16	/WE 00016

SECTION 2: This zoning is imposed on the residential condominium unit only and not on the common elements.

SECTION 3: The official zoning map of the City of Whitewater is hereby amended to show the above action.

SECTION 4: 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:

Cameron C. Clapper City Manager

Michele R. Smith City Clerk

City of Whitewater Council Agenda Item Information Sheet

Meeting Date: 2-20-14

ITEM: Ordinance Amendment to enact the proposed amendments to City Ordinance 19.54.052 (Maximum sign size and types) in the B-1 (Community Business), B-3 (Highway Commercial and Light Industrial), I (Institutional), R-3 (Multifamily Residence), R-4 (Mobile Home), and AT (Agricultural Transition) addressing R-1 (Single Family Residence), R-1X (Single Family Residence), R-2 (One and Two Family Residence), and R-3 (Multifamily Residence), Zoning Districts signage requirements for on premise identification sign size and Conditional Use sign size to allow for the designated sign size (per side) on each side of the signs.

PRESENTER: Latisha Birkeland

PREVIOUS ACTION AND SUMMARY:

The Plan and Architectural Review Commission reviewed and recommended approval of the proposed sign changes with a 7-to-0 vote.

BUDGET IMPACT, IF ANY: None

STAFF RECOMMENDATION:

I recommend that the Common Council approve the changes to Section 19.54.052 Maximum sign sizes to add “per side” to certain types of signage.

ATTACHMENT(S) INCLUDED:

Staff report and Chapter 19 Sign ordinance indicating what types of signs would receive the “per side” wording.

FOR MORE INFORMATION CONTACT: Latisha Birkeland at 262-473-0143 or lbirkeland@whitewater-wi.gov

19.54.052 Maximum sign sizes and types.

A. Signage regulations for most zoning districts. Table 19.54.052(1) summarizes the sign regulations for the following zoning districts: R-1, R-1x, R-2, R-3, R-4, B-1, B-3, M-1, M-2, WJTP, AT, and I. The more detailed requirements contained elsewhere in Chapter 19.54 shall also apply.

Table 19.54.052(1):
General Sign Regulations (not B-2 district)

Zoning District	Type of Sign	Size	Location	Height	Exception	Total # of Signs
R-1, R-1x, R-2	Identification	3 sq. ft.	Main entrance or street yard	6' max (for freestanding sign)	If planned residential development, different signage levels may be allowed by conditional use	1 per lot
	Conditional uses in Section 19.18.030	32 sq. ft.	Driveway or main sidewalk	8' max (for freestanding sign)	On-premises directional signs also allowed (9 sq. ft. max.)	1 per lot
R-3	Identification					
	1-4 units	3 sq. ft.		Main entrance or street yard	1 per unit for 1-4 unit buildings; 1 per lot for others	
	5-11 units	6 sq. ft.		8' max		
	12+ units	32 sq. ft.		8' max		
	On-premises Directional	9 sq. ft.	Driveway or main sidewalk	6' max (for freestanding sign)		
	Conditional uses in Section 19.21.030	32 sq. ft.	Main entrance or street yard	8' max	If planned residential development, different signage levels may be allowed by conditional use	1 per lot, except by CUP or PRD
R-4	Identification	See R-3	See R-3	8' max		1 per development
	On-premises Directional	9 sq. ft.	Main entrance; each street	6' max (for freestanding sign)		
AT, B-1, B-3, I	Wall or window	10% (A) (C) Max 50 sq. ft.	Above or next to main building entrance or on street wall	First floor area	Use may substitute one additional wall sign for freestanding sign	1 per building, but see exception
	Wall for multi-tenant	10% (A) max (B)	Above or next to main business entrance or on street wall	First floor area	Location may vary by conditional use. Building name sign also allowed if total wall sign area ≤10%	Same as number of tenants
	Freestanding	100 sq. ft. per side; for a multi-occupant development, add 20 sq. ft. per additional occupant in a separated space, up to max of 160 sq. ft./side	In street yard, setback equal to height from any side yard lot line and 5'	20' max for pylon sign	Pylon sign allowed by conditional use only	1 per lot

*
 M-1, M-2, WUTP
 Freestanding monument or arm/post only
 On-premises Directional

			from street right-of-way line			
				10' max for monument or arm/post(s) sign	Use may forego freestanding sign for one additional wall sign	See also Section 19.54.050
	On-premises Directional	9 sq. ft.		6' max (for freestanding)		
M-1, M-2, WUTP	Wall or window (C)	20% of wall area up to max of 100 sq. ft.	Front wall (street address side)	First floor area	Corner lots may have second sign by conditional use	1 per building
	Freestanding, monument or arm/post only	80 sq. ft. per side	10' from any lot line	10' max	Except as required in business park covenants	1 per lot
	On-premises Directional	9 sq. ft.		6' max (for freestanding)		

NOTES:

- (A) Building wall area is determined by using the square footage of the exterior wall of the first floor area to be signed (including window and door openings).
- (B) Permitted wall signage shall be divided among each tenant space. Maximum total size equals ten percent of the first floor area of the building wall upon which the signs will be placed.
- (C) Window sign area cannot exceed one-third of each individual window glass area on or in which the window signs are located.
- (D) Signage for projects with a PCD planned community development district shall be as specified by the approved specific implementation plan for each particular project. Sign requirements for PCD districts shall generally be based on the signage requirements in the most comparable standard zoning district.

B. B-2 central business district sign regulations.

1. Each business in the B-2 district shall be permitted a maximum of two permanent business signs, which may be any combination of the following sign configuration types: wall sign (includes awning/canopy sign), window sign, projecting sign, and freestanding sign, subject to the following qualifications:
 - a. For freestanding signs, see also the limitations in Section 19.54.050D.
 - b. Any number of window signs used shall count as only one sign in total against this maximum. If the only window signs used are those allowed under Section 19.54.050H., then such signs shall not count against this maximum.
 - c. Any sign for a business included within a group sign, as defined in Section 19.54.020C., shall count as one sign against the total number of permanent business signs permitted, except that for cases where a business has or shares more than one public building entrance, an additional group sign shall be permitted which indicates that and other businesses.
 - d. Sandwich board/pedestal signs, directional signs, auxiliary signs, and "ghost" signs not related to the current business operation shall not count against the total number of permanent business signs permitted.
2. For corner lots, permitted signage may be placed on either or both facades facing a public street.
3. Pylon signs, internally illuminated signs, electronic message center signs, and restoration of "ghost" signs shall be allowed in the B-2 district by conditional use, except for sign face/component changes on pre-existing signs of these types, which instead may be accomplished through the site plan review process under [Chapter 19.63](#). Upon receipt of a completed conditional use permit application for any such new sign in the B-2 district, the zoning administrator shall forward such application to the Downtown Whitewater Design Team. If the design team chooses to provide a recommendation, such recommendation must be provided in a timeframe that allows plan and architectural review commission action on the conditional use permit request under the requirements of [Chapter 19.66](#)



Neighborhood Services Department
*Planning, Zoning, Code Enforcement, GIS
 and Building Inspections*

www.whitewater-wi.gov
 Telephone: (262) 473-0540

To: Common Council
 From: Latisha Birkeland, Neighborhood Services Director / City Planner
 Meeting Date: 02/20/2014
 Re: Ordinance Amendment enact the proposed amendments to City Ordinance 19.54.052 (Maximum sign size and types) in the B-1 (Community Business), B-3 (Highway Commercial and Light Industrial), I (Institutional), R-3 (Multifamily Residence), R-4 (Mobile Home), and AT (Agricultural Transition) addressing R-1 (Single Family Residence), R-1X (Single Family Residence), R-2 (One and Two Family Residence), and R-3 (Multifamily Residence), Zoning Districts signage requirements for on premise identification sign size and Conditional Use sign size to allow for the designated sign size (per side) on each side of the signs.

Background

At the last two Plan and Architectural Review Commission meetings, the Plan Commission recommended approval to amend the City Ordinance 19.54.052 (Maximum sign size and types) signage requirements for on premise identification sign size and Conditional Use sign size to allow for the designated sign size (per side) on each side of the signs.

This proposed ordinance amendment is very similar to the ordinance amendment the Council approved at the December 17, 2013 meeting. The amendment allowed wording of “per side” to be added to on-premise directional signs in the M-1, M-2 and WUTP Zoning Districts.

The Plan Commission recommended approval to add “per side” to other signage type in other zoning districts. Some signage types already state “per side.” By adding this wording to all other signage types, this provides clarification in the code and cleans up any confusion on what signs can have wording on each side.

If this change is approved, all other sign requirements would remain the same, including vision triangle setbacks, etc.

Recommendation

I recommend that the Common Council approve the request to change Section 19.54.052 Maximum sign sizes, in the B-1 (Community Business), B-3 (Highway Commercial and Light Industrial), I (Institutional), R-3 (Multifamily Residence), R-4 (Mobile Home), and AT (Agricultural Transition) addressing R-1 (Single Family Residence), R-1X (Single Family Residence), R-2 (One and Two Family Residence), and R-3 (Multifamily Residence), Zoning Districts signage requirements for on premise identification sign size and Conditional Use sign size to allow for the designated sign size (per side) on each side of the signs.

ORDINANCE NO. 1870A - FINAL

ORDINANCE AMENDING SECTION 19.54.052 CONCERNING
MAXIMUM ON-PREMISES DIRECTIONAL AND CONDITIONAL USE SIGN SIZES
ORDINANCE IN THE B-1, B-3, I, R-1, R-1X, R-2, R-3, R-4, AND AT ZONING DISTRICTS

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

SECTION 1. Whitewater Municipal Code Chapter 19.54, Section 19.54.052, is amended to provide that the maximum square footage allowed for on-premises directional signage and conditional use signage in the B-1 (Community Business), B-3 (Highway Commercial and Light Industrial), I (Institutional), R-3 (Multifamily Residence), R-4 (Mobile Home), AT (Agricultural Transition), R-1 (Single Family Residence), R-1X (Single Family Residence), and R-2 (One and Two Family Residence) Zoning Districts shall be allowed on each side of the sign.

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

AYES:

NOES:

ABSENT:

ADOPTED:

Cameron C. Clapper

Michele R. Smith, City Clerk



City of Whitewater Council Agenda Item Information Sheet

MEETING DATE: 3/04/2014

ITEM: C-1 Approval of Performance Contract with Trane

PRESENTER: Parks & Recreation Director

PREVIOUS ACTION, IF ANY: N/A

SUMMARY OF ITEM BEING PRESENTED: As a follow-up item from the presentation on February 20th we have narrowed a scope of work for your review and approval. All water heater replacements were removed from the project along with a lighting retrofit at the Cravath Lakefront Community Center. The water heater replacements will be done when existing equipment fails or in a scheduled manner that fits within the general fund budget. The lighting retrofit did not achieve payback that you would want to see in that type of lighting renovation.

BUDGET IMPACT, IF ANY: Cost of project will be included in borrowing that Baird and the City are currently reviewing. If the full amount of the scope cannot fit within the City's borrowing, projects will need to be removed from the scope.

BOARD, COMMISSION, OR COMMITTEE RECOMMENDATION, IF ANY: N/A

STAFF RECOMMENDATION: These projects represent a commitment to upgrading and replacing aging infrastructure in a number of city facilities. (Any projects removed from the scope will need to be addressed in the CIP.)

RECOMMENDED MOTION: Authorize City Manager to enter into Performance Contract with Trane.

ATTACHMENT(S) INCLUDED (If none, please state that): Support material from Trane including project list and costs

FOR MORE INFORMATION CONTACT:

Matt Amundson

262-473-0122

mamundson@whitewater-wi.gov



**City of Whitewater Energy and
Operational Efficiency Performance
Contracting Project**

**March 4th, 2014
Common Council Report**

**FACILITIES
AND
INFRASTRUCTURE
ANALYSIS REPORT**

This report document is not a contract, and should be used for informational purposes only

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Executive Summary

Trane, with the assistance of the City of Whitewater, has completed a facility infrastructure audit of 6 city buildings. The outcome of this audit includes baseline utility usage analysis, an engineered project scope at identified facilities, associated pricing and comprehensive savings calculations.

We have organized the facilities and infrastructure analysis report into the following sections:

1. Executive Summary
2. Detailed Modeling Of Existing Conditions
3. Energy Conservation Measure Strategy Summary
4. Individual Building Scope of Work
5. Recommended Ongoing Services

Based on the current project scope totaling \$1,924,749, there is an opportunity to deliver an annual combined savings of \$116,075. Trane will continue to work with local utility providers, Focus on Energy and additional sources for any grants and/or incentive savings that may potentially reduce the overall project cost to the City of Whitewater.

This project calls for the elimination of the inefficient and maintenance-prone packaged rooftop air-conditioning units, failing boilers, inefficient unit heaters, oversized tank water heaters, simultaneous heating and cooling systems and building envelope and roofing shortfalls. This project also aims to address specific ADA code compliance items and ongoing maintenance concerns.

This report will provide supporting documentation and modeling results of various conservation measures including lighting, HVAC and building envelope retrofits. The table below shows a summary of energy savings resulting from upgrades to the City of Whitewater’s infrastructure.

Breakdown by ECM Category	Calculation Method	Results							
		Calculated Energy Dollar Savings	Safety Factor (%)	Guaranteed Energy Dollar Savings	Calculated Utility Savings			Guaranteed Utility Savings	
					kWh Saved	kW Saved	Therms Saved	kWh Saved	Therms Saved
Lighting upgrades- interior	Trace & SubContractor	\$5,418	10%	\$4,749	43,167	125	-853	38,851	-935
Lighting upgrades- exterior	SubContractor	\$1,819	10%	\$1,457	11,563	3		10,407	
HVAC upgrades	Trace 700	\$19,114	10%	\$16,065	78,348	-71	15,818	63,756	14,010
Building Envelope upgrades	Trace & SubContractor	\$285	10%	\$255	890	1	198	790	178
Grand Totals		\$26,434		\$22,526	133,968	58	15,163	113,804	13,253

Detailed Modeling of Existing Conditions

Baseline Development

Building information was collected both by field observations and a review of construction documents. Natural gas, electric and water utility bills were obtained from the utility and used as a calibration guide. A building plan review yielded envelope dimensions, building construction materials, and the HVAC distribution systems. Other existing equipment including, lighting loads, domestic water heater, chiller, exhaust fans and process pumps were also included in the baseline.

Space Temperatures

Baseline set points ranging from 74F to 76F for cooling and 70F to 74F for heating in the occupied spaces were used.

Occupancy Schedules

Occupancy data obtained from the customer was used to develop custom templates to model the occupant schedule for the buildings in TRACE[®] 700 accounting for gradual ramp-up in the morning and ramp-down in the late afternoons. This was considered a typical week for modeling annual usage. Exceptions were made for facilities with a 24x7 schedule and other variations to regular schedules.

Equipment Templates

Standard equipment templates found in TRACE[®] 700 were used as much as possible. For existing and proposed mechanical equipment, peak load efficiencies were entered. Heating and cooling efficiency of the existing equipment is based on the age and equipment condition. Equipment turndown and part load performance employed standard TRACE[®] 700 equipment performance templates for baseline and custom templates for proposed systems based on new equipment selection cut-sheets. Information obtained from Trane's lighting contractor was used to input baseline fixture Watts and post-retrofit fixture Watts. Similar to people and equipment operating schedules, information from site survey was used to develop custom lighting operating schedule for each facility.

Baseline Adjustment

The baseline adjustments to the Trace[®] 700 building simulation model are modifications to the calibrated baseline to account for changing operation, design, and maintenance parameters. Operation changes account for systems not operated appropriately as designed. Proper operation ensures the building systems are functional in creating a sound and healthy environment. Design changes involve building systems that are inadequate to handle either the load or ventilation to current and acceptable standards and practices. Also, baseline adjustments are made to account for maintenance changes involving systems not functioning properly due to malfunction or in the process of equipment replacement. The adjusted baseline ensures that proposed energy savings are accurately modeled. No baseline adjustments were used in this project for facilities for which utility data was available.

**All baseline modeling documentation and inputs can be found in the appendix*

Energy Conservation Measures (ECM) Strategy Summary

Many of the facility's existing heating and cooling systems are inefficient. It was observed that a significant percentage of heating and cooling energy is lost due to unnecessary equipment runtime, lack of zoned controls, unbalanced heating and cooling conditions, simultaneous heating & cooling systems, old motors, malfunctioning valves, leaky building envelope and excessive or sub-optimal lighting conditions.

This project calls for the elimination of the inefficient and maintenance-prone packaged rooftop air-conditioning units, failing boilers, inefficient unit heaters, oversized tank water heaters, replacing simultaneous heating and cooling systems, plugging leaks through the building envelope, replace inefficient lighting fixtures and repairing or replacing roofing.

The table below shows the list of upgrades for each facility that directly impact energy savings. There are other infrastructure related capital upgrades including the replacement of backup electric generator, connecting individual building systems' DDC to a central campus IT network that are described elsewhere in contract Exhibit B (Scope of Work).

Energy Conservation Measures	FACILITIES					
	Armory Bldg	Cravath Community Center	Municipal City Hall	Public Works Garages	Starin Park Community Center	Irwin Young Library
Lighting Upgrades						
Interior Lighting		X			X	X
Exterior Lighting		X			X	X
Building Envelope Upgrades						
Low-e windows	X					
Metal Roofing & Metal Siding					X	
Roof Repair/Replacement	X		X			
HVAC Equipment Upgrades						
VAV RTUs			X			
Single Zone VAV RTU		X				
Add AC cooling & control as SZ VAV	X					
Boiler Replacement						X
Replace Condensing Unit					X	
Infrared heater retrofits				X		
On-Demand gas domestic HW heaters	x	x		x	x	x
Retrocommission controls			X			

These new replacement systems will improve all areas of operation and improve the environment for City of Whitewater's staff and visitors. In addition, the proposed new systems have been selected to improve the energy efficiency of the building, reduce carbon foot-print, and reduce the costs of operation to the community and the taxpayers for years to come.

**Detailed modeling of proposed energy conservation measures included as part of the appendix*

The savings resulting from aforementioned conservation measures are detailed in the table below:

Building Name	Calculation Method	Results								General Building Information			
		Calculated Dollar Savings	Safety Factor (%)	Guaranteed Dollar Savings	Calculated Utility Savings			Guaranteed Utility Savings		Sq. Ft.	Utility Cost	BTU #	
					kWh Saved	kW Saved	Therms Saved	kWh Saved	Therms Saved				
Armory Bldg													
On-demand DHWH Gas	Trace & SubContractor	\$412	10%	\$371				484		436	19,848	\$ 15,862	49,087
Add AC Gym	Trace 700	-\$2,958	10%	-\$3,254	-14,427	-27	-1,104	-15,870		-1,215			
Gym As Single Zone VAV	Trace 700	\$212	10%	-\$352	-19,358	-134	3,437	-21,295		-3,093			
Loose Windows	Trace & SubContractor	\$57	10%	\$51	3		66	4		59			
Total		-\$2,278		-\$3,184	-33,782	-161	2,883	-37,161		2,373			
Cravath Community Center													
Lighting Interior	Trace & SubContractor	\$270	10%	\$240	2,067	6	-22	1,861		-23	3,313	\$ 13,060	115,743
Rapti w Single Zone VAV VFD	Trace 700	\$1,307	10%	\$1,177	8,517	15	135	7,666		122			
On-demand gas DHWH	Trace & SubContractor	\$82	10%	\$74			97			85			
Lighting Exterior	SubContractor	\$665	10%	\$598	4,748	1		4,273					
Total		\$2,325		\$2,089	15,332	22	210	13,800		184			
Municipal City Hall													
New Voyager RTU's	Trace 700	\$10,532	10%	\$9,479	78,823	39	4,190	70,940		3,769	48,470	\$ 76,518	82,925
RCx	Trace 700	\$2,406	10%	\$2,166	14,937	1	1,407	13,444		1,269			
Total		\$12,938		\$11,644	93,760	40	5,597	84,384		5,038			
Public Works Garages													
Infrared Heaters	Trace 700	\$3,441	10%	\$3,097			4,049			3,646	26,250	\$ 31,773	58,060
On-demand Gas DHWH	Trace & SubContractor	\$117	10%	\$106			138			126			
Total		\$3,559		\$3,203			4,187			3,771			
Starin Park Community Center													
Lighting Interior	Trace & SubContractor	\$345	10%	\$304	2,701	3	-42	2,430		-47	4,984	\$ 16,540	100,510
Rapti compressor in CU	Trace 700	\$64	10%	\$57	456			411					
On-Demand Gas DHWH	Trace & SubContractor	\$51	10%	\$46			65			53			
Metal Siding	Trace & SubContractor	\$114	10%	\$102	425	1	69	376		62			
Metal Roofing	Trace & SubContractor	\$114	10%	\$102	462		63	410		57			
Lighting Exterior	SubContractor	\$491	10%	\$442	3,504	1		3,154					
Total		\$1,179		\$1,053	7,548	5	155	6,781		125			
Irwin Young Library													
Lighting Interior	Trace & SubContractor	\$4,800	10%	\$4,205	38,399	116	-789	34,560		-865	23,232	\$ 23,096	40,418
New Boiler	Trace 700	\$2,992	10%	\$2,692	6,008	-10	2,946	5,407		2,651			
On-demand Gas DHWH	Trace & SubContractor	\$456	10%	\$406	3,392	45	-26	3,053		-24			
Lighting Exterior	SubContractor	\$464	10%	\$417	3,311	1		2,980					
Total		\$8,711		\$7,721	51,110	152	2,131	46,900		1,762			
Grand Totals		\$26,434		\$22,526	133,968	58	15,163	113,804		13,253	124,097	175,848	65,878

Individual Buildings Scope of Work

Municipal Building

Replace (3) Three Rooftop HVAC units

The three existing rooftop HVAC units are two thirds of the way through their useful life, however due to new refrigerant codes (Montreal Protocol); the existing refrigerant in the units (R-22) has a 90% manufacturing reduction requirement by January 2015. The new units would utilize a newer refrigerant (R-410A), this newer refrigerant requires the condensing section of the new rooftop units to be larger than the existing, and therefore a roof curb adaptor will be required. The curb adaptor will be set on top of the existing curb to route the air flow into the existing ducting. This will cause the new units to be roughly 38 inches taller. The new units would be packaged and have their own temperature controls, with an open protocol communication card (BacNet) which would allow communication and attachment to any open protocol temperature control system.



- Two upper roof units to be removed/replaced on a Saturday
- Lower roof unit would be removed/replaced on an additional Saturday
- Packaged temperature controls with BacNet communication card
- Roof curb adaptor to adapt to existing curb
- Duct mounted smoke detectors wired directly to the new rooftop units
- Factory startup of new rooftop units
- Furnish and install 200 amp disconnect on 20 ton unit.
- Furnish and install (2) 400 amps disconnects on 40 ton units.
- Extend existing feeders to the new disconnects.
- Furnish and install (2) 120v GFI outlets.



Replace Temperature Control System and tie into the City network

The existing temperature control system is a Carrier CCN system that is outdated by several generations, resulting in the increasing cost of parts and the difficulty to find people still versed in the programming. Currently the system is not communicating to a majority of the vav boxes or the boilers, making it ever increasingly hard to maintain desired temperature setpoints. The vav box hot water reheat valves and fintube radiation valves are also two position valves, meaning they are either on or off, and are starting to show multiple signs of failure. The proposed new system would replace these reheat valves with modulating valves to help regulate the temperatures. Currently the vav boxes are controlled by their thermostats and the baseboard is also controlled by an individual thermostat. This caused the vav boxes to provide cooling while simultaneously the radiation is providing heating. This would be eliminated by having the same thermostat control both. The new system would also have the database on the City network to allow remote access for the maintenance staff.



- Replace existing temperature control system with open protocol system
- Provide and install a Network controller in an enclosure to integrate (3) new Rooftop units, 34 existing fan powered VAV boxes with reheat coils, 3 existing boilers and their associated pumps, existing baseboard radiation and 2 existing fan coil units
- Provide and install a communication trunk throughout the building to pick up the new controllers for the equipment referenced above
- Integrate the 3 new rooftops with factory provided BacNet cards to the new Network Controller
- Install rooftop factory provided temperature sensors and duct static pressure transmitters
- Remove the existing 34 Carrier Comfort VAV box controllers and on/off reheat hot water 2-way valves
- Provide and install 34 VAV DDC controllers onto the existing VAV boxes, 34 room/wall mounted temperature display sensors and discharge air temperature sensors, reusing existing transformers
- Provide and install 34 modulating reheat hot water 2-way ball valves on the existing VAV reheat coil
- Provide and install 14 room/wall mounted temperature display sensors and 5 DDC controllers in individual enclosures to independently control 14 pieces of baseboard radiation, 2- position valves to remain
- Remove the existing Carrier Comfort controllers that interface to the existing boilers and pumps
- Provide and install DDC controllers in the existing enclosure to control the existing 3 boilers and associated pumps
- Provide and install hot water return and hot water supply boiler loop temperature sensors
- Provide and install a DDC controller in a panel for the 2 Fan Coil units along with a room/wall mounted temperature display sensor, discharge air sensor, outside air damper actuator, heating valve and relay for the fan
- Engineered Control drawings
- Graphic generation and programming
- Checkout and commissioning
- Reusing existing Variable Frequency Drives, pump differential pressure transmitters and associated relays for the pumps, existing factory supplied boiler controls, exhaust fan controls, unit heater controls
- Repair or replacement of any non-functioning existing equipment/field devices not included

Add Air Conditioning Unit to Dispatch Area

Currently when the Dispatch area is occupied and the surrounding areas are unoccupied, the large 20 ton Rooftop unit must run to air condition the Dispatch room. We propose to add a smaller 3 ton air conditioning unit to individually cool the Dispatch room.

- Provide and install a split system air conditioning unit with the fan and evaporator located in the Dispatch ceiling area and the condensing unit outside.
- Provide and install required refrigeration piping, thermostat, condensate drain, outdoor pad, condensate pump, and electrical wiring.

New Outdoor Emergency Generator

The existing emergency generator located in the boiler room downstairs is approximately 50 years old and nearing the end of its useful life. Proposed is a new Generac natural gas generator that would be located on the north side of the building west of the overhead door entrance. The new generator would be located between the building where the natural gas service enters the building and the on-grade electrical transformer. Per code requirements a Blast wall would be built between the generator and the transformer. The old generator would be removed and disposed of resulting in additional storage in the boiler room.



- Demolition and removal of existing gen-set located in lower level
- Install new 70KW natural gas Generac generator near transformer outside
- Installation on 8'x5' concrete pad with ballards
- Install new Blast wall between proposed generator and transformer
- Gas piping from existing gas meter to gen-set
- Factory start-up and check out operation
- Furnish and install 100 amp disconnect on unit.
- Demo feed associated with existing generator and transfer switch.
- Furnish and install new 400 amp auto transfer switch.
- Extend new feeders from ATS to generator and existing panel.
- Provide circuits and disconnects to generator for block heater and battery charger.

Roof Repairs

The existing roof is in need of repair. The deck is in poor condition and maintenance costs are quickly escalating and will increasingly become emergency repairs. This roof has a non-shrinking membrane and comes with a labor and material warranty.

Irvin L. Library

Replace (2) Older boilers

Currently the building heat is handled by three smaller boilers, two of an older vintage, and one of a new vintage. The proposal would replace the two older boilers with a new boiler sized to match the two being removed. This would allow the existing smaller boiler to handle the building load in spring and fall, and whenever the load exceeded the smaller boiler the larger boiler would handle the load. Boilers operate most efficiently the closer they are to full capacity, thus the smaller boiler would handle spring and fall while the larger boiler handles colder weather.



- (3) three boilers currently serve the building
- Demolition and remove the two existing older boilers and dispose of
- Provide and install (1) High Efficiency 400,000 BTU hot water boiler
- Modifications to existing water piping and install new header
- Gas piping modifications
- Fabricate and install new piping for new boiler to main header and connect to existing supply piping
- Provide and install boiler pump and necessary valves as needed
- Coring of new vent openings and one additional for intake on existing boiler
- Provide and install venting for new boiler and intake for existing
- Startup and check out operation
- Control the boilers such that the remaining smaller boiler heats the building in spring and fall, while the new larger boiler heats the building in winter



Retrofit building lighting

- Detail attached in Appendix

Replace Temperature Control System

The existing temperature control system is a Carrier CCN system that is outdated by several generations, resulting in the increasing cost of parts and the difficulty to find people still versed in the programming. To date the system seems to be controlling and functioning properly.



- Provide and install a Network controller in an enclosure to integrate 2 existing air handling units, 15 VAV boxes with reheat coils, 5 Fan-powered VAV boxes with reheat coils, 3 existing boilers and their associated pumps and the ability to change down to 2 boilers and their associated pumps, existing baseboard radiation, and 2 Cabinet Unit heaters
- Provide and install a communication trunk throughout the building to pick up the new controllers for the equipment referenced above
- Remove the Carrier Comfort controllers for the AHU's
- Provide and install DDC controllers in the existing enclosures to control the 2 existing Air Handling Units
- Provide and install room, discharge air, mixed air and return air temperature sensors for the 2 existing Air Handling Units
- Provide and install a duct static high limit for each Air Handling Unit
- Remove the existing 20 Carrier Comfort VAV box controllers and on/off reheat hot water valves
- Provide and install 20 VAV DDC controllers onto the existing VAV boxes, 20 room/wall mounted temperature display sensors and discharge air temperature sensors

Tie Temperature Control System into City network

- Provide text based integration to the new Tridium Server from the existing Library Carrier HVAC control system, including a new WEB-600 controller with a CCN driver to communicate with the existing Carrier System.
- The new system would also have the database on the City network to allow remote access for the maintenance staff with floor plan graphics.

Armory

Replace (5) Single pane windows

Replace with (5) single pane windows with double hung windows. A majority of the windows have already been replaced; the five remaining single pane windows would be replaced with windows typical of the previous replacements.



- Remove (5) existing steel sash windows
- Install (5) new black anodized aluminum double hung windows with insulated low-e glass.

Replace ramp with ADA compliant ramp

The existing ramp is currently in a state of disrepair. The I-beam supports are rusted through, and the railings are rusted through and not attached to the concrete in multiple locations. The new ramp would be ADA compliant with the required slope and a compliant landing every 30 feet. To meet compliance the ramp would require a switch back in direction. If the ramp was to be straight and ADA compliant it would reach approximately 20 feet into the existing parking lot and interfere with the lot entrance.

- Demo existing ramp and steel beams
- Excavate 4 ft. deep for new foundations for new ADA ramp
- Form and pour new footings and foundation walls for new ADA ramp
- Backfill around new foundations
- Form and pour new ADA ramp and walk to existing City sidewalk
- Spread topsoil and seed around new ADA ramp
- Install new steel handrails at new ADA ramp and finish paint
- Provide plans and permit for ADA ramp



Add air conditioning to (2) two Gym air handling units

The existing air handling units do not provide air conditioning to the Gym area. Adding cooling to these units would require installing a cooling coil in the units and installing a condensing unit on grade outside the building. The cooling coil and condensing unit are interconnected by refrigeration piping, control wiring, and electrical power wiring.

- Provide and install new evaporator coils in two existing AHU's serving the Gym area
- Existing AHU is equipped with condensate drain pan
- Provide and install new 10 ton condensing units at ground level outside wall of AHU
- Provide and install refrigeration piping and specialties for new air conditioning systems
- Provide insulation on suction lines from evaporator to condensing unit
- Leak test piping and evacuate for system charging
- Provide and install condensate piping from inside coil to building exterior
- Temperature controls to control new cooling
- Install condensing units on grade outside the building
- Provide and install required control and power wiring
- Furnish and install 100 amp disconnect on unit.
- Extend existing feeder to disconnect

Tie Temperature Control System into City network

The new system would have the database on the City network to allow remote access for the maintenance staff.

- Replace the XL200 panel in the boiler room panel with a WEB-201 Tridium Web-based controller
- Install floor plan and system graphics

Roof Replacement

Due to the amount of deterioration present, the Armory roof is in need of complete replacement. This roof comes with a shrink resistant membrane and a labor and material warranty.

Replace Boiler Controls and tie into City network

The current temperature controls serving the boiler system are of a later vintage than the controls serving the newer equipment (unit ventilators, Gym air handling units, fan coil units), and utilizes a translator to speak to the newer portion of the system. Thus the cost of parts and availability of programming knowledge will become increasingly difficult in the future.

- Provide and install a Network controller in an enclosure to integrate 2 existing Gym AHU's, 2 existing boilers and their associated pumps, Basement East and West radiation, 9 convectors, 6 Unit ventilators, and 2 Cabinet Unit heaters
- Remove the Honeywell on/off controllers for the 2 AHU's
- Provide and install DDC controllers to control/modulate the 2 existing air handling units
- Provide and install a room, discharge air, and mixed air temperature sensors
- Provide and install a hot water modulating valve for both AHU's
- Provide and install OA/RA modulating damper actuators for both AHU's to accomplish an economizer sequence
- Remove the Honeywell Excel 5000 controllers for the boilers and associated pumps

- Provide and install DDC controllers in an enclosure to control the existing boilers and associated pumps
- Provide and install an outside air temperature sensor, hot water return and hot water supply boiler loop temperature sensors
- Provide and install relays to interface with the existing boiler factor controls and the new DDC controllers
- Provide and install a BacNet communication trunk to the 2 gym AHU's and 2 boilers and their associated pumps
- Integrate existing Honeywell Lon thermostats for the 9 convectors to the new Network Controller
- Integrate existing Honeywell Excel 10 Lon controllers for the 6 Lon controllers for the 6 Unit Ventilators to the new Network Controller
- Integrate existing Honeywell Excel 10 Lon controllers for the 2 Cabinet Unit heaters
- Control drawings
- Graphic generation and programming
- Checkout and commissioning



Cravath Community Center

Replace HVAC unit

The packaged HVAC unit is two thirds of the way through its useful life, however due to new refrigerant codes (Montreal Protocol); the existing refrigerant in the units (R-22) has a 90% manufacturing reduction requirement by January 2015. The new unit would utilize a newer refrigerant (R-410A) not subject to the accelerated production elimination. The new unit would be packaged and have their own temperature controls.

- Demolition remove and dispose of existing rooftop unit
- Provide and install new ground mounted side discharge 12.5 ton packaged unit
- Fabricate and install sheet metal connections for supply and return
- Set up economizer hood and gas vent on unit
- Reconnect low voltage thermostat wiring
- Gas piping connections and condensate at unit
- Startup and check out of operation
- Furnish and install 100 amp disconnect on unit.
- Extend existing feeder to disconnect



Starin Park Community Center

Replace asphalt shingles with metal roof

- ABC Roofing metal roof
- Shingle appearance
- Tear off and Haul away existing roofing
- Protect property with tarps and plywood
- Remove roof to decking and pull all nails
- Install all new cutter apron and gable flashing
- Replace soil stack flashings and exhaust vents
- Cleanup and remove all debris
- Limited Lifetime non-prorated warranty
- 28 gauge Galvanized Steel
- Exterior finish is Kynar 500/Hylar 5000 with 1 mil thickness and anti-corrosive primer
- Interior finish is a wash coat .6 mil thickness with anti-corrosive primer
- UL-2218 FM-4470 Foot Traffic/Hail Resistance Rating
- UL-1897 Uplift Resistance (160 mph rating)
- UL – 790 Fire Resistance



Upgrade porch and interior lighting

- See attached

Replace building siding with metal siding

Replace existing siding with seamless steel siding.

- Reduces air infiltration
- Maintenance free
- No visible seams (seamless installation)
 - Remove existing siding, soffit, fascia, and gutters from building
 - Wrap six door brick molds with PVC coated steel
 - Install 3/8" insulation board to walls and seal seams with insulation tape
 - Seal all windows and doors to walls with vycor tape
 - Install custom bent PVC coated seamless steel soffits and fascia's
 - Wrap exposed foundation with PVC coated steel
 - Install ABC Seamless steel siding to building with all accessories
 - Attach all siding with screws
 - Add PVC coated seamless steel gutters
 - Attach every 16" with screws and hidden hangers
 - Add 4" PVC coated steel downspouts for drainage
 - Cleanup and remove all debris
 - 28 Gauge Solid Steel core
 - Akzo-Nobel Rel-Shield 5 mil PVC Coating
 - Akzo-Nobel Corrosion Resistant Primer
 - Bonderite 1402W Conversion Coat and Galvanizing Coating



Replace air conditioning compressor

- Compressor currently burnt out
- Replace the existing unit with new 5 ton compressor

Upgrade Men's and Women's Restrooms (ADA)

- Remove two toilet partitions to make room for one new ADA toilet partition in each restroom
- Patch holes in floor and walls where plumbing is removed
- Patch paint
- Install new ADA toilet partition in each restroom
- Install new grab bars in ADA toilet stalls
- Reinstall existing toilet paper holders in ADA toilet stalls
- Install Stanley Magic Force door operators, one on the men's restroom and one in the women's restroom
- Provide power connection to the door operators
- Remove two water closets (one in each restroom)
- Remove one wall hung sink
- Provide two new water closet seats to meet ADA requirement heights



City Garage

Replace unit heaters with Infrared Heaters

The garage currently utilizes unit heaters that are nearing their useful life. The new infrared heaters heat the mass of the building rather than the air. Thus the concrete floor and the vehicles actually heat up rather than blowing hot air into the space.

- Provide and install (5) 125,000 BTU gas fired infrared tube heaters to service garage and wash bays
- Install gas vent piping from heater to roof including deck tight installation
- Provide and install Programmable setback thermostats for temperature control
- Provide and install new gas piping from existing gas meter to new unit locations
- Extend new circuits to gas fired radiant heaters and circuits to the associated vacuum blowers
- Startup and checkout of operation

Add Destratification Fans

Destratification fans on the ceiling of the space will help return the heat that has risen back down to the work level, and will provide air movement during warm summer periods.

- Furnish and install (7) fans.
- Furnish and install (7) speed controls

Equipment Service

Trane recommends an ongoing service/maintenance agreement for both equipment and controls associated with this project. Trane's service agreements provide our customers with peace of mind, sustainability, operational consistency, and continuous improvement. Quarterly review and analysis of your systems will help to sustain peak performance over the long term, and help prevent system failures and unexpected downtime. Each customer we service has a dedicated technician with facility familiarity, and additional technicians are available 24/7 in the case of an emergency. In the instance that you have a catastrophic failure at your facility we have the capability to dispatch one of our 65 service technicians in the Southeastern Wisconsin area.

Training

Trane is often referred to in our field as the "Trainers Trainer" for having cutting edge facilitation techniques and learning opportunities. We consider proper training to be the foundation for everything we do at Trane, for creating healthy, comfortable and productive environments for people and companies worldwide. For the purpose of this project, we have partnered with a third-party controls provider to maximize the investment that the City has made in their existing controls system. Owner training is included in the controls retrofit scope of work at City facilities.



The Agreement

TRANE SCHEDULED SERVICE AGREEMENT

SERVICE PROPOSAL FOR:

Whitewater City Of

312 West Whitewater Street
WHITEWATER, WI 53190

SITE ADDRESS:

City of Whitewater
312 West Whitewater Street
WHITEWATER, WI 53190
United States

LOCAL TRANE OFFICE:

Trane U.S. Inc.
4801 Voges Road, Suite A
Madison, WI 53718-6904

LOCAL TRANE REPRESENTATIVE:

Fred Flynn
Cell:
Office: (608) 838-8200

PROPOSAL ID / AGREEMENT NUMBER:

1633133 /

DATE:

April 1, 2014





TRANE SCHEDULED SERVICE AGREEMENT

Scope of Services – Standard Inclusions

Provided in your Scheduled Service Agreement:

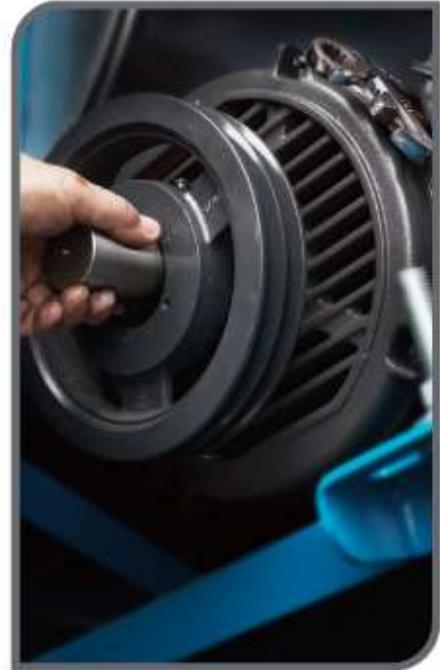
Trane Scheduled Maintenance

Scheduled number of specific service events and associated labor performed during Trane normal business hours as outlined in the Equipment Coverage and Services section of this Agreement. Basic materials and supplies determined necessary by the Trane Technician for the normal performance of Scheduled Maintenance are covered by the annual fee and include grease, cleaning solvents, and wiping cloths.

Refrigerant Management

This scope includes:

- Trane Technicians will capture and track all refrigerant activity performed by Trane for each piece of Covered Equipment
- Refrigerant Usage Reports can be generated annually





TRANE SCHEDULED SERVICE AGREEMENT

Equipment Coverage and Services



Trane will perform the following scheduled services on the described equipment located at:

City of Whitewater

The following "Covered Equipment" will be serviced at City of Whitewater:

Equipment	Qty	Manufacturer	Model Number
Gas Fired DX Pkg RTU	1	Trane	YCD480
Gas Fired DX Pkg RTU	1	Trane	YCD480
Gas Fired DX Pkg RTU	1	Trane	YSD240
Gas Fired DX Pkg RTU	1	Trane	YSH150

TRANE SCHEDULED SERVICE AGREEMENT



Whitewater City Of
 312 West Whitewater Street
 WHITEWATER, WI 53190

Site Address:
 City of Whitewater
 312 West Whitewater Street
 WHITEWATER, WI 53190
 United States

Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "The Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due. This contract will be Invoiced once annually.

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 1	\$6,138.80	\$6,138.80	Annual
Year 2	\$6,384.56	\$6,384.56	Annual
Year 3	\$6,639.94	\$6,639.94	Annual
Year 4	\$6,905.54	\$6,905.54	Annual
Year 5	\$7,181.76	\$7,181.76	Annual

A one-time 3.00 % discount is offered for full payment of 1st year in advance. Invoice would be issued at start of contract and is due 15 days from date of invoice. The discount would be \$184.16. The adjusted 1st year discounted price would be \$5,974.67. The first year must be paid in full to receive the discount.

Term

The initial term of this Service Agreement is for 5 years, beginning (TBD) However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below. A multiyear agreement is subject to a 4% increase annually for each successive year.

This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

Fred Flynn – Account Manager

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
Proposal Date: February 25, 2014	Trane U.S. Inc.
_____	_____
Authorized Representative – Please Print	Authorized Representative Signature
_____	_____
Authorized Representative - Signature	Title
Purchase Order # _____	_____
Acceptance Date _____	Acceptance Date _____



Terms and Conditions (Service)

"Company" shall mean Trane U.S. Inc. for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

1. Acceptance. These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Trane Energy Manager Monitoring and/or Diagnostic Services, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Energy and Building Performance Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to perform in accordance with the Proposal and Company Terms. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

2. Fees and Taxes. Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

3. Term, Renewal, and Cancellation. The "Term" of this Agreement shall be as stated in the Proposal. Thereafter, unless earlier terminated, this Agreement shall be automatically renewed for succeeding 12 month terms (each a "Renewal Term"), subject to Section 4 of these Terms, upon Company's delivery to Customer of a service renewal letter at least 45 days in advance of the scheduled expiration date and Customer's failure to notify Company in writing no later than 30 days prior to the scheduled expiration date that the Agreement shall not be renewed. This Agreement may be cancelled upon the written notice of either party to the other (for any reason or no reason) no later than 30 days prior to the scheduled expiration date. Upon cancellation by Customer not due to Company's default, Customer shall pay to Company the balance of the Service Fees applicable to the then current 12 month period of the Term or the Renewal Term. Customer shall remain liable for any amounts due and unpaid if either party cancels the Agreement.

4. Renewal Pricing Adjustment. The Service Fees for an impending Renewal Term shall be the Current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term less the price of any Additional Work that is not recurring) adjusted by the following: (a) increase and/or decrease for additions and/or deletions to Scope of Services; (b) 25% of the Current Service Fees shall be adjusted based upon the calendar year change in the (i) U.S. Bureau of Labor Statistics Producer Price Index for selected commodity groupings (Metals and Metal Products) for Services performed in the United States; or (ii) Statistics Canada Industrial Producer Price Index, Goods (Raw Material Price Indexes) for Services performed in Canada; (c) 65% of the Current Service Fees shall be adjusted based upon the change to cost of labor/labour; and (d) 10% of the Service Fees shall be adjusted based upon changes to Company services overhead costs, which include but are not limited to the cost of fuel, truck leasing, and office-related overhead factors. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

5. Payment. Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

6. Customer Breach. Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

7. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the area under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA or state industrial safety regulations. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion.

8. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; (c) Reimburse Company for services, repairs, and/or replacements performed by Company beyond the Services or otherwise excluded under this Agreement and such reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials and may at Company's option be subject to a separate written agreement prior to its undertaking such work; and (d) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. Exclusions. Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be liable for, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; and (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

10. Limited Warranty. Company warrants that: (a) the material manufactured by Company and furnished hereunder is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Trane; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Company Limited Warranty shall not apply to those components and any warranty of the components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE LIMITED WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS. THE ENERGY AND BUILDING PERFORMANCE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND.**

11. Indemnity. Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS), OR PUNITIVE DAMAGES WHETHER CLAIMED UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY OR FACTS. Should Company nevertheless be found liable for any damages they shall be limited to the compensation received by Company for the Services and Additional Work for one location over a 12 month term. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: ERRORS, INACCURACIES, OMISSIONS, OR OTHER DEFECTS IN THE ENERGY AND BUILDING PERFORMANCE SERVICES PROVIDED; INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.**

13. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

14. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive rights of subrogation.

15. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or

event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

16. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

17. Remote Connectivity. Remote connectivity services refers services by Company provided, in whole or in part, using any method of connecting to Customer Building Automation System (BAS) to view, extract, or otherwise collect and retain data from the BAS via phone modem, internet or other agreed upon means. The Intelligent Services, including any reports Company provides, are intended to provide operational assessments and recommendations only and are intended to supplement, and do not replace, manual inspections of Customer's equipment and building systems. **Electronic Monitoring.** Any electronic monitoring Company performs is undertaken solely to enable Company to collect the data and perform any analysis included in Company's Services. Customer agrees that Company is not liable for inability to perform and/or losses that may occur in cases of malfunction or nonfunctioning of communications equipment, HVAC and other equipment, the energy management system, failure to identify equipment or system performance issues, failure to recommend corrective action, or otherwise related to the monitoring of Customer's equipment and building systems. **Data Collected.** Customer hereby grants to Company the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, reproduce, display, distribute internally or externally and prepare derivative works based upon any such data Company collects from Customer. Company shall not use or publish such data in any way that identifies Customer as the source of that data without Customer's prior written consent. The data Company will collect from Customer will not include any personal or individual information. Upon Customer's written request, Company will endeavor to provide an electronic copy of data collected from Customer, subject to availability. Company will use commercially reasonable efforts to store Customer's data for up to 18 months. Company cannot guarantee the availability of the data. **Data Privacy and Security.** Company has implemented various security measures for the purpose of protecting Customer's data against accidental or unlawful access, unauthorized disclosure, loss, destruction, and alteration. Customer is responsible for maintaining the confidentiality of Customer's user name(s) and password(s). Customer is responsible for all uses of Customer's password(s), whether or not authorized by Customer. Customer must inform Company immediately of any unauthorized use of Customer's user name(s) or password(s). Transmission of data over the Internet by its nature entails the use of systems under the control of third parties, and as a result Company cannot ensure total control of the security of such systems. Company will take commercially reasonable efforts to ensure that data and other configuration parameters are not visible or accessed by other customers. Customer acknowledges that the very nature of communication via the Internet restricts Company from offering any guarantee of the privacy or confidentiality of information relating to Customer passing over the Internet. In gaining access via the Internet, Customer also acknowledges and accepts that electronic communication may not be free from interference by unauthorized persons and may not remain confidential. Customer therefore accepts that access and storage of data is at Customer's own risk. Company will notify Customer of any breach in security of which Company become aware. Any breach in privacy of which Customer become aware should be reported by Customer to Company immediately. Company does not disclose Customer's information to third parties for their marketing purposes, but Company does use third party software and services to assist Company with collecting and analyzing information. Company may also disclose Customer's information if required to do so by law, in which case, Company would inform Customer of such disclosure.

18. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. Except as provided for Service Fees adjustments, this Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

19. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

20. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

21. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (1213)

Supersedes 1-26.130-7 (0613)



Appendix

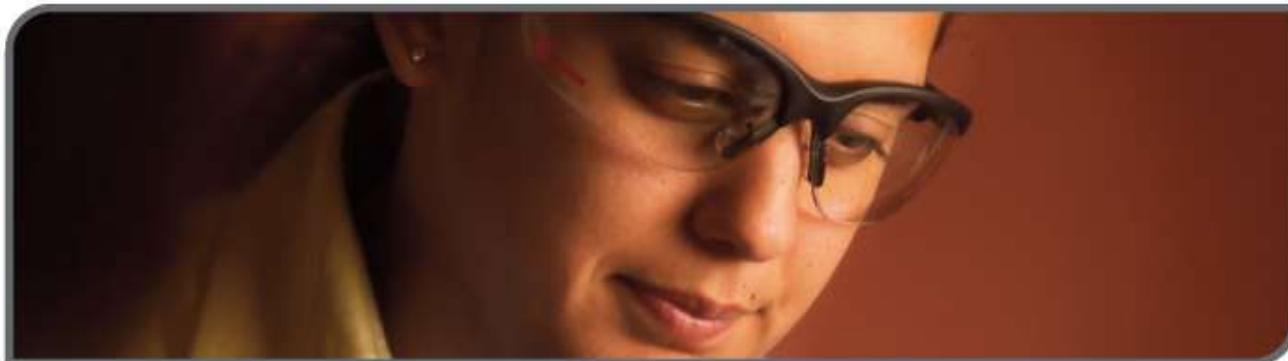
CONTENTS:

Safety
Customer Service Flows





Safety



Trane's Safety Standard

Trane is committed to providing a safe work environment for all employees and to preventing accidents in its business operations. To accomplish our objectives Trane has instituted safety programs, procedures and training that incorporate a progressive approach to injury prevention.

Proven Safety Success

Trane's safety culture in North America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane Injury Rates v. Industry Competitors

Since 2003 the US Bureau of Labor Statistics records reflect Trane's Total Recordable Rate (TRIR) and Days away from work (DAFW) rate have been significantly lower than HVAC repair and maintenance contractors and Specialty Trade contractors (construction). Trane's safety culture in America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane's incident (OSHA) rates are consistently 50-70% below the industry average. This outstanding safety achievement is the end result of the rigorous team oriented approach to our safety program that creates accountability and empowerment in all employees and management and fuels our institutional safety culture. This is the key to our continual improvement.

Safety Tools, Training & Expertise

Trane's service and contracting technicians are not only among the most skilled in the industry they are also extensively trained in safe work procedures. Our technicians receive safety training, equipment, tools, procedures, and management support to identify jobsite hazards and take appropriate measures to prevent personal injuries. The resources available to Trane technicians include:

Safety Training – 20 hrs per year, including classroom and web-based platforms.

- Topics include, but are not limited to, Lockout/Tagout, Confined Space Entry, Hazard Communication, Respiratory Protection, Hearing Conservation, Excavations, Scaffolding, Rigging, Powered Industrial Truck operation, Ladders, Vehicle Safety, Fire Protection, PPE, Emergency Response, First Aid / CPR.

Electrical Safety – NFPA 70E compliant – electrical PPE; flame-resistant clothing; training.

Fall Protection – full complement of fall arrest and fall restraint equipment for each technician.

Ergonomics – custom-designed for HVAC field technicians, includes training, material handling equipment and procedures.

Safety Tools, Training & Expertise (continued)



Smith System Safe Driving Program – Trane’s safety Managers are certified instructors; safety Managers train technicians; 1-800 “How’s My Driving?” stickers are located on the back of service vehicles.

USDOT compliance – technicians scheduled within Material of Trade and Hours of Service limits and are fully qualified under Department of Transportation rules for driving commercial motor vehicles with GVWR >10,000 and 26,000 lbs.

Refrigerant Management – Service technicians are trained to manage refrigerant in accordance with U.S. EPA rules using a sophisticated electronic tracking system developed by Trane.

Empowerment - Technicians are empowered with full management support to address safety hazards as they see fit. If ever in doubt about how to do a job or task safely, the technician is required to ask a qualified person for assistance before proceeding with work.

Management Leadership and Commitment

Accident prevention is a primary responsibility of management at Trane. Trane’s safety culture is based on the following management principles:

Leadership at the local level manages the local organization’s safety performance.

Management is financially accountable for safety performance.

Local management is actively engaged in risk reduction activities and training and manages safety performance outcomes.

Management clearly communicates to all Trane employees their safety expectations and strongly enforces compliance with those expectations.

Employees are held accountable when they fail to meet safety expectations.

Local management and supervisory personnel at the local level are responsible for implementation of the following safety program elements:

The Safety Management System developed by Trane – developed in accordance with OHSAS 18001.

Audits and Inspections – Supervisors, Middle and Upper Managers must conduct field inspections.

Corporate Safety conducts detailed compliance and management systems audits.

Company safety compliance programs – ensure that they are fully implemented.

Safety and environmental performance – tracked using a Balanced Scorecard with leading and lagging indicators and metrics.

Subcontractor Qualification – implement this process to promote safety and safety plan compliance on multi-employer job sites.

Six Sigma and Lean – use these productivity tools to enhance safety on job sites.

Drug and Alcohol Policy – mandatory DOT required for-cause and post-accident testing after recordable injuries and property damage.

Motor Vehicle Records Search – annual checking of driving records of employees driving company vehicles.

Jobsite Safety Equals Customer Value

At Trane safety is part of our culture for every employee. What this means to our customers is fewer job site accidents and the delays and liability concerns that come along with them. What this means to our staff is greater confidence in the practices and procedures they use on the job and the pride that comes from working for one of the premier service organizations in the world. Tighter safety standards and fewer accidents can also lead to better on-time project completion and higher quality results.



Customer Service Flows



The following Customer Service Flows provide additional service description detail for Covered Equipment.

Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites.

Service 1: Trane RTU VII Cooling Ann./ Run Insp 12.5-25_Y

Description

- Safety - Initial Site Pre Inspection
- Visual Inspection - Leaks, Unusual Conditions etc...
- Supply Fan Inspection Including LOTO
- Bearing Lubrication
- Rooftop Unit - RA Smoke Detector Inspection
- DX Coil - Insp For Leaks, Corrosion And Dirt. (Repair or cleaning are extra)
- Blower Section Indoor - Insp Component Integrity, Lubricate
- Damper, Check Mechanical Linkages For Wear, Tightness, And Clearances
- Damper - Check Motor / Actuator Operation And Wiring Integrity
- Air Filter - Chk Condition, Size & Type - Repl by Trane, Trane Supplies
- Belt - Verify Condition, Trane Replace, Trane Supplies
- Control Panel - Electrical Visual Inspection
- Control Panel - Inspect For Condensation
- Control Panel - Internal Inspection. Remove Dust As Needed
- Control Sequence Review (Stand Alone)
- Condenser - Air Cooled - Clean Coil As Needed
- Condenser - Air Cooled - Fan Motor Mounting Bracket, Check Integrity And Tighten
- Condenser - Air Cooled - Fans - Check for Restrictions
- Condenser - Air Cooled - Fan Blade Set Screw - Check And Tighten
- Condenser - Air Cooled - Listen For Unusual Fan Motor Bearing Noise
- Electrical Connections - Check and Verify
- Compressor Section - Check For Oil Leaks
- Compressor Section - Check High Pressure Cutouts
- Compressor Section - Check Oil Level
- Compressor Section - Check Operation For Vibration & Noise
- Compressor Section - Insp Cap Tubes
- Compressor Section - Insp Comp Mounts
- Compressor Section - Insure Pressure Guages Operate Accurately. Record Data Provided By Guages
- Compressor Section - Meas & Record Suction, Discharge Temps and Pressures
- Compressor Section - Measure and Record Amp Draws

Compressor Section - Meg Ohm Motor And Log Values
 Compressor Section - Repair Minor Leaks If Time Permits
 Crankcase Oil Heater(s), Verify Operation If Applicable.
 Compressor Section Lead Lag Operation - Verify
 Sight Glasses - Leak Check and Verify clear
 Safety - Post Maintenance Inspection - Log any concerns in writing

Service 2: Trane RTU VII Heating Annual PM 12.5-25_Y

Description

Safety - Initial Site Pre Inspection
 Visual Inspection - Leaks, Unusual Conditions etc...
 DX Coil - Insp For Leaks, Corrosion And Dirt. (Repair or cleaning are extra)
 Crankcase Oil Heater(s), Verify Operation If Applicable.
 Condensate Cooling Traps. Drain water to prevent freeze up.
 Air Handler - Bearings. Check For Excessive Noise, Vibration And Temperature. Lube As Needed.
 Supply Fan Section - Insp Blower And Component Integrity. Insp Blower And Component Performance.
 Lubrication - Apply lubrication where required
 Rooftop Unit - RA Smoke Detector Inspection
 Rooftop Unit - Inspect mist eliminator integrity. Cleaning is extra
 Damper - OA. Check Motor / Actuator Operation ,Integrity and minimum position
 Damper, Check Mechanical Linkages For Wear, Tightness, Clearances and Proper Operation.
 Air Filters - Chk Condition, Size & Type - Repl by Trane, Trane Supplies
 Belt - Verify Condition, Trane Replace, Trane Supplies
 Control Panel - Electrical Visual Inspection
 Control Panel - Inspect For Condensation
 Control Sequence Review (Stand Alone)
 Electrical Connections - Check and Verify
 Gas Burner - Cycle, Observe and Inspect Operating Controls
 Gas Burner - Inspect general condition of gas piping
 Gas - Sequence Ignition System And Insure Proper Operation
 Gas Burner - Replace hot surface igniter. Igniter is extra
 Gas Pressure Test - With unit operating check gas valve inlet and outlet pressure
 Gas Burner - Inspect operation and settings of gas pressure regulators
 Gas Burner - Leak test accessible gas piping with electronic leak detector and or soap bubbles
 Gas Burner - Inspect turbulators. Cleaning is extra
 Gas Furnace - Measure temperature rise and insure rise is within nameplate recommendations
 Combustion Blower - Insure proper sequence and performance
 Log Operating Conditions
 Safety - Post Maintenance Inspection - Log any concerns in writing

Project Scope with Pricing and Savings

The following page details energy conservation measure costs, associated project costs, savings (operational, cost avoidance, and energy) along with any associated simple payback.

			5%	1%	2%	0.20%	7%			
Description	Building	ECM Price	Construction Mgt.	Commissioning	Bonds/Permits	M&V	General Conditions	Final Price	Savings	Simple Payback
Municipal Building										
New Outdoor Emergency Generator		\$73,544	\$3,677	\$735	\$1,103	\$147	\$5,148	\$84,355	\$0	
Replace Rooftop Units and tie to Network		\$231,535	\$11,577	\$2,315	\$3,473	\$463	\$16,207	\$265,571	\$25,447	10.4
Repair Roof		\$130,000						\$130,000	\$13,042	9.9
Add Air Conditioning to Dispatch Room		\$17,878	\$894	\$179	\$268	\$36	\$1,251	\$20,506	\$0	
Replace Temperature Control System		\$186,116	\$9,306	\$1,861	\$2,792	\$372	\$13,028	\$213,475	\$19,869	10.7
Subtotal		\$700,250	\$35,013	\$7,002.50	\$10,504	\$1,401	\$49,018	\$713,907	\$58,358	
Irvin L. Library										
Replace two older boilers		\$76,972	\$3,849	\$770	\$1,155	\$154	\$5,388	\$88,287	\$9,818	9.0
Retrofit Library area ceiling lighting		\$55,926	\$2,796	\$559	\$839	\$112	\$3,915	\$64,148	\$5,923	10.8
Replace Temperature Control System		\$118,768	\$5,938	\$1,188	\$1,782	\$238	\$8,314	\$136,226	\$8,962	15.2
Tie Temperature Control System to network		\$11,029	\$551	\$110	\$165	\$22	\$772	\$12,651	\$0	
Subtotal		\$262,696	\$13,135	\$2,627	\$3,940	\$525	\$18,389	\$301,312	\$24,703	
Armory										
Replace (5) single pane windows		\$13,300	\$665	\$133	\$200	\$27	\$931	\$15,255	\$832	18.3
Replace ramp		\$116,340	\$5,817	\$1,163	\$1,745	\$233	\$8,144	\$133,442	\$4,606	29.0
Replace Roof		\$225,000						\$225,000	\$14,123	15.9
Add AC to gym units		\$54,768	\$2,738	\$548	\$822	\$110	\$3,834	\$62,818	-\$3,254	
Replace old boiler controls and tie to network		\$62,775	\$3,139	\$628	\$942	\$126	\$4,394	\$72,003	\$4,651	15.5
Subtotal		\$472,183	\$23,609	\$4,722	\$7,083	\$944	\$33,053	\$508,518	\$20,958	
Cravath CC										
Replace rooftop unit		\$33,329	\$1,666	\$333	\$500	\$67	\$2,333	\$38,229	\$1,903	20.1
Subtotal		\$33,329	\$1,666	\$333	\$500	\$67	\$2,333	\$38,229	\$1,903	
Starin Park CC										
Replace west condensing unit (compressor)		\$5,147	\$257	\$51	\$77	\$10	\$360	\$5,904	\$1,907	3.1
Replace shingles with metal roof		\$95,891	\$4,795	\$959	\$1,438	\$192	\$6,712	\$109,987	\$5,902	18.6
Upgrade porch and interior lighting		\$2,863	\$143	\$29	\$43	\$6	\$200	\$3,284	\$871	3.8
Upgrade Mens and Womens Bathrooms per ADA		\$17,107	\$855	\$171	\$257	\$34	\$1,198	\$19,622	\$102	192.4
Replace building siding		\$66,794	\$3,340	\$668	\$1,002	\$134	\$4,676	\$76,613	\$122	628.0
Subtotal		\$187,802	\$9,390	\$1,878	\$2,817	\$376	\$13,146	\$215,410	\$8,904	
City Garage										
Replace unit heaters with Infrared Heaters		\$49,787	\$2,489	\$498	\$747	\$100	\$3,485	\$57,105	\$1,197	47.7
Add Destratification Fans		\$6,118	\$306	\$61	\$92	\$12	\$428	\$7,017		
Subtotal		\$55,904	\$2,795	\$559	\$839	\$112	\$3,913	\$64,122	\$1,197	
Total	All Buildings	\$1,712,164	\$85,608	\$17,122	\$25,682	\$3,424	\$119,852	\$1,841,499	\$116,023	15.9
							5 Year Service Agreement	\$33,251		
							Owner Contingency	\$50,000		
							Total Project	\$1,924,749		



City of Whitewater Council Agenda Item Information Sheet

MEETING DATE: 03/04/2014

ITEM: **Downtown East Gateway Final Design Review and Approval**

PRESENTER: **Assistant City Manager**

PREVIOUS ACTION, IF ANY: **None**

SUMMARY OF ITEM BEING PRESENTED:

The Downtown East Gateway project Final Design is ready to be advertised for bid. The only major change since the updated at the January 21, 2014, City Council meeting is that staff recommends adopting a non-staged construction requirement. The current plan is for a three stage construction project (see attached). In this plan, the contractor would not be able to begin on a stage until the subsequent stage was complete.

Staff has spoken to a number of business and property owners within the Downtown East Gateway project limits to discuss the pros and cons of staged vs. non-staged construction. The owners were provided with a summary of the pros and cons of staging construction (see attached), and the original staging plan.

During discussions, only one owner preferred staged construction. The overwhelming majority of owners preferred non-staged construction and for the construction to begin as soon as possible. Staff recommends adopting a non-staged construction requirement and beginning construction as soon as April 28. A summary of the Final Design and graphic of the current concept are attached for your review.

Here is the proposed schedule:

Final Design Council Approval/Authorization to Bid	March 4
Advertise for Bids	March 6
Advertise for Bids	March 13
Prequalification Due	March 19
Bid Opening	March 25
Complete Report for Council Packet	March 26, 5 PM
Council Award of Contract	April 3
Begin Construction (est.)	April 28

BUDGET IMPACT, IF ANY:

After bids are received, the City Council will need to award the contract before any funds are spent. The most current cost estimate (November) is \$2,297,245.50.

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

STAFF RECOMMENDATION: Staff recommends approving the Downtown East Gateway Final Design and the advertising of bids.

RECOMMENDED MOTION: To approve the Downtown East Gateway Final Design and the advertising of bids.

ATTACHMENT(S) INCLUDED (If none, please state that) Pros/Cons of Staged Construction, Original Staging Plan

FOR MORE INFORMATION CONTACT:

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

Staged Construction:

Pros:

- Limits the amount of the project area that a contractor can have at any one time
- Provides better access (not ideal) to individual properties at various times during construction

Cons:

- Tends to be somewhat more costly since contractors need to mobilize to the site several times to complete their work
- Tends to increase the overall period of construction due to multiple subcontractor mobilizations and the inherent scheduling inefficiencies
- The east bound traffic would not have through access until the final stage was completed

Non-Staged Construction:

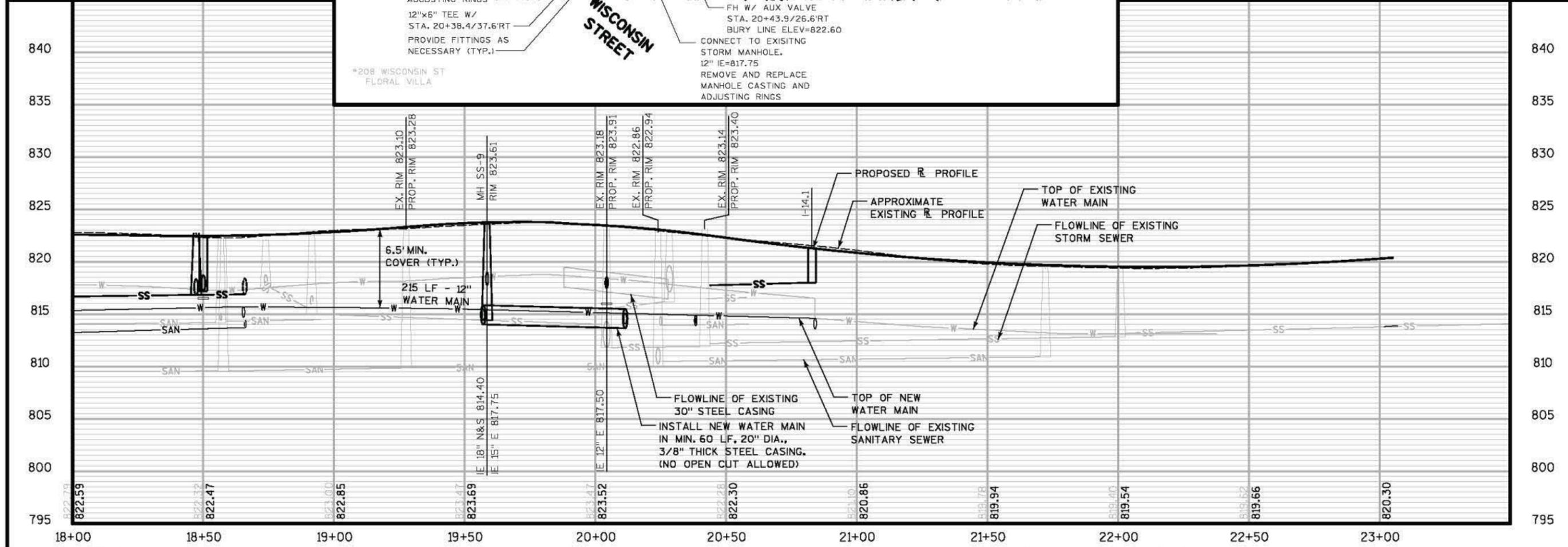
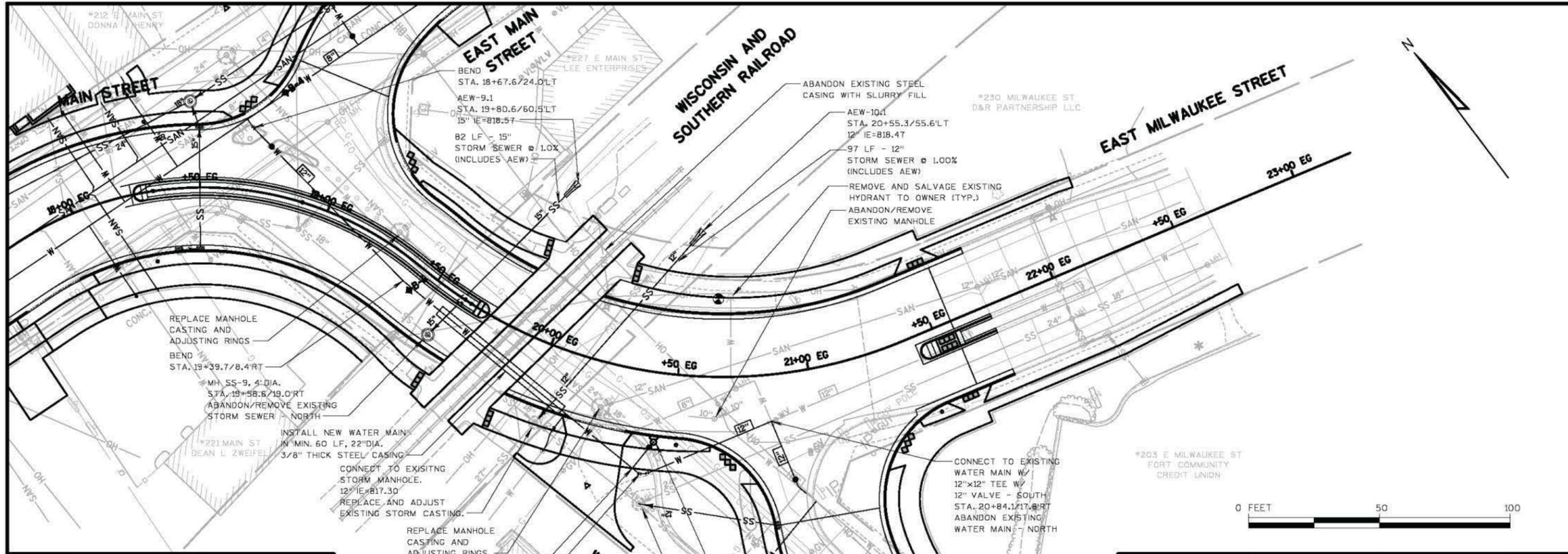
Pros:

- Tends to be less costly since contractors and subcontractors only need to mobilize once and due to reduced project duration
 1. The estimated savings of non-staged construction is \$56,000
 1. Utility, concrete, asphalt, and asphalt paving contractors
 2. Labor time of full-time engineer on-site
- Results in a shorter period of construction due to improved efficiency
 1. Our engineering firm estimates that 4 to 6 weeks could be taken off the completed project date
- We believe that by doing the work as one project, we will get a better completed project as all piping for utilities would be connected in sequence as the project progresses.
- A cleaner project will be the final result if the project is built without jumping around due to the staging construction.
- As with all New reconstruction projects that are done by the City, access to all local businesses will be kept open as much as possible. There may be times that main accesses are blocked during any given day due to Utility pipe installation, but the City will work with all businesses to provide any alternate access that is available, including addition signage if needed.

Cons:

- The contractor is allowed to work anywhere on the project at anytime
- Maintaining reasonable access to individual properties is more difficult; however, we will still have a detailed construction sequence outlining a logical progression of work. This will give us some control, but not as much as a staging plan would.
 1. For example, wouldn't allow us to say a certain area must be completed and paved before you can start on another area.
 2. The project sequence would start at the intersection of Whitewater Street and main Street and end at the intersection of Wisconsin Street and Milwaukee Street on the south side of the tracks.

Start Date	Number of Stages – End Dates		
	1	2	3
April 28	September 29	October 13	October 27
May 13	October 13	October 27	November 10



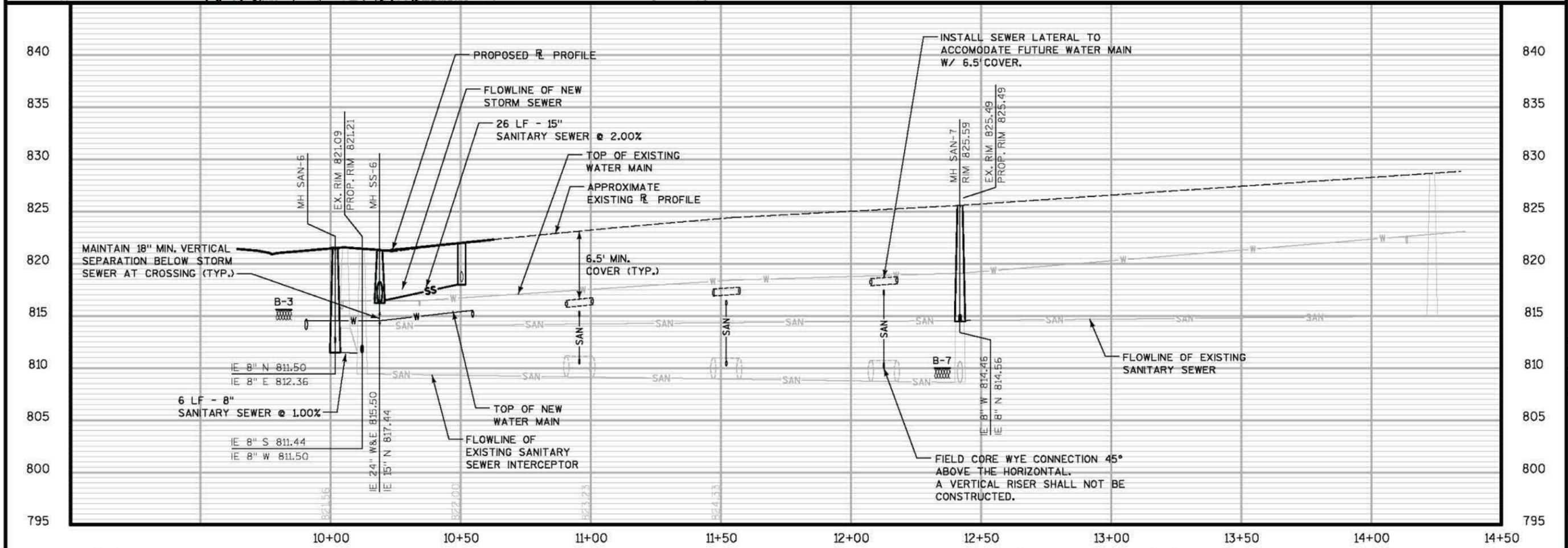
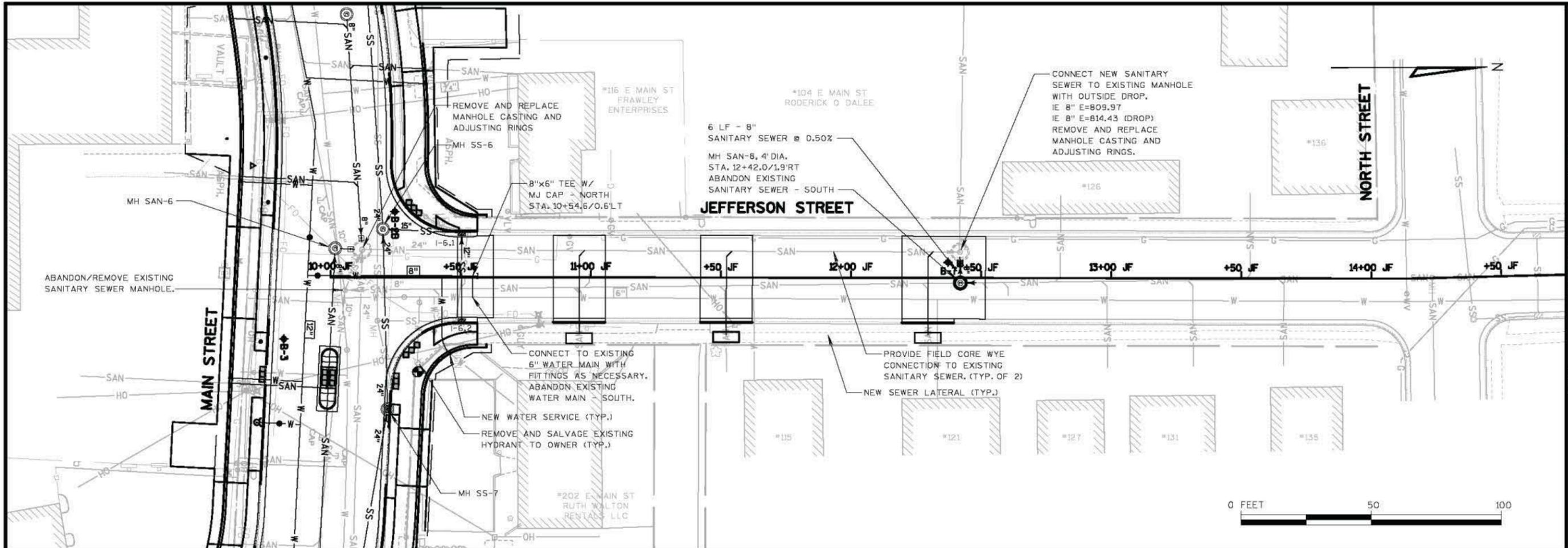
NO.	REVISIONS	DATE

**MAIN STREET
UTILITY PLAN AND PROFILE
DOWNTOWN EAST GATEWAY
CITY OF WHITEWATER
WALWORTH COUNTY, WISCONSIN**

**JOB NO.
1407.075
PROJECT MGR.
MAF**



**SHEET
83 17**

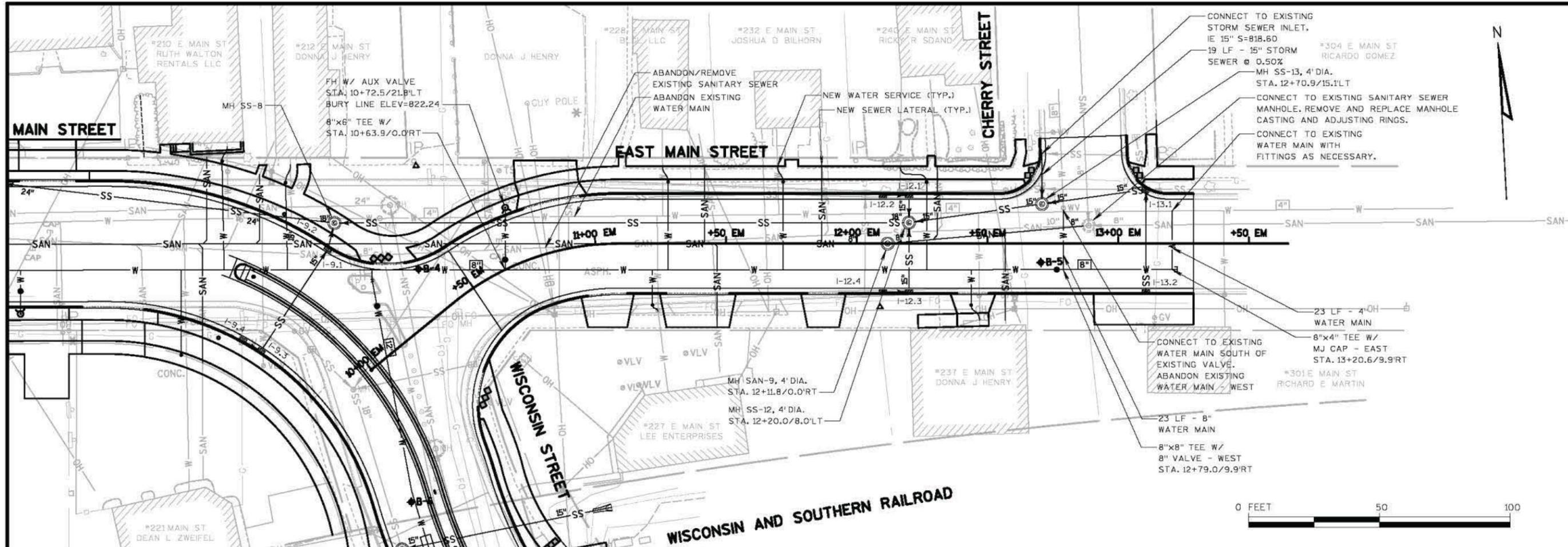


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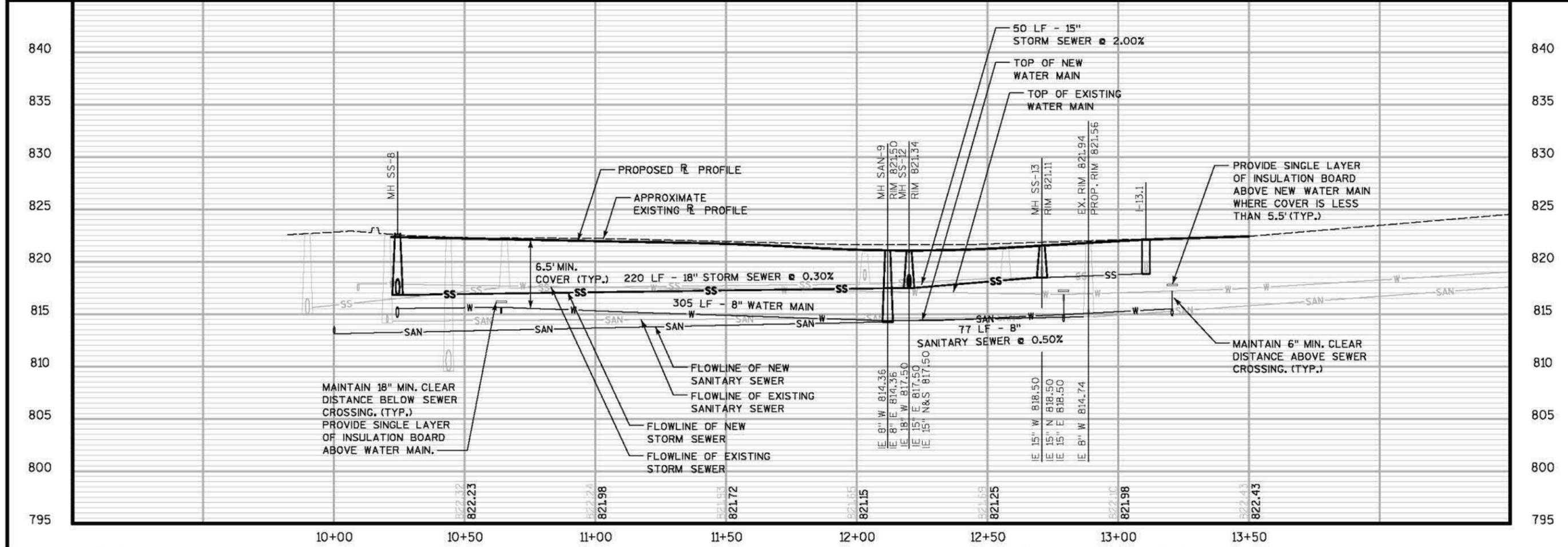
**JEFFERSON STREET
UTILITY PLAN AND PROFILE
DOWNTOWN EAST GATEWAY
CITY OF WHITEWATER
WALWORTH COUNTY, WISCONSIN**

JOB NO.
1407.075
PROJECT MGR.
MAF





NO.	REVISIONS	DATE



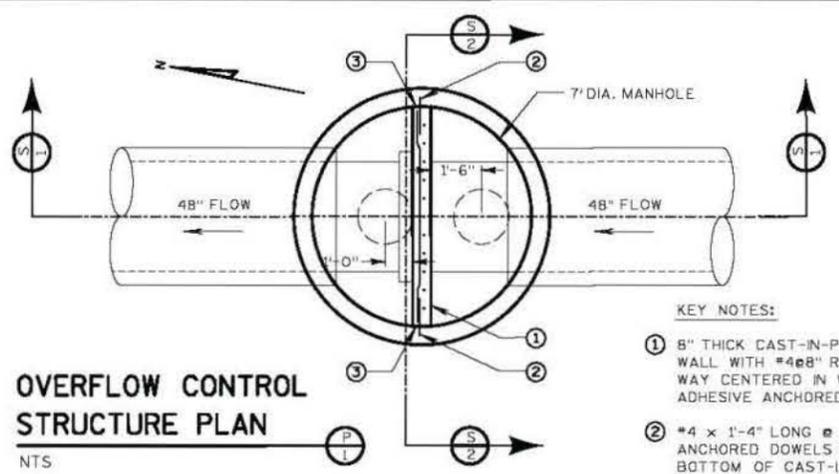
**EAST MAIN STREET
UTILITY PLAN AND PROFILE**
DOWNTOWN EAST GATEWAY
CITY OF WHITEWATER
WALWORTH COUNTY, WISCONSIN

JOB NO.
1407.075
PROJECT MGR.
MAF



OVERFLOW CONTROL STRUCTURE PLAN

NTS



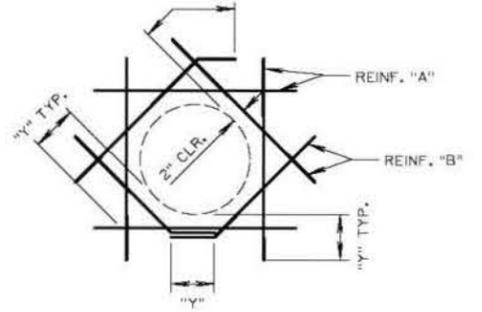
KEY NOTES:

- ① 8" THICK CAST-IN-PLACE CONCRETE WALL WITH #4@8" REINFORCING EACH WAY CENTERED IN WALL. LAP ON TO ADHESIVE ANCHORED DOWELS.
- ② #4 x 1'-4" LONG @ 8" O.C. ADHESIVE ANCHORED DOWELS ALONG SIDES AND BOTTOM OF CAST-IN-PLACE WALL. CENTER IN WALL.
- ③ ROUGHEN PRECAST CONCRETE TO ±1/4" AMPLITUDE AND APPLY BONDING AGENT.

NOTES:

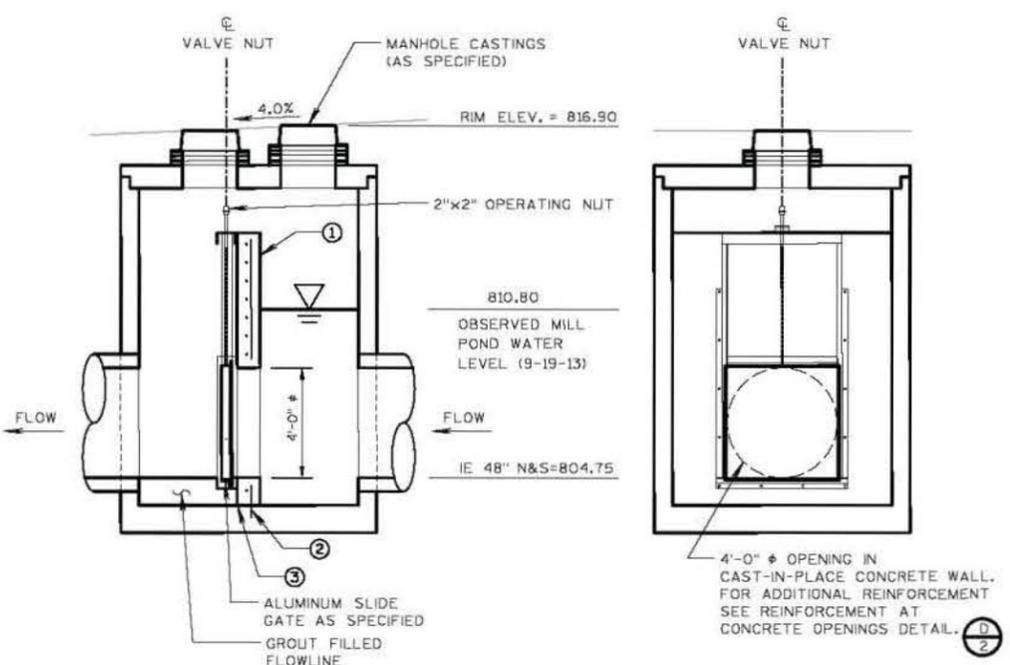
- 1. MOVE REINFORCEMENT MAXIMUM OF 2" TO CLEAR OPENING, CUT REMAINING BAR THROUGH OPENING. WHERE REINFORCEMENT MUST BE CUT, ADD REINFORCEMENT "A" AT LEAST EQUAL IN AREA TO THAT WHICH WAS CUT AND EXTEND BEYOND OPENING DISTANCE "Y".
- 2. DIAGONAL BARS "B" TO BE PLACED:
 - A. AT C OF WALL WHERE ONE LAYER OF REINFORCEMENT IS PROVIDED.
 - B. AT EACH FACE OF WALL WHERE TWO LAYERS OF REINFORCEMENT ARE PROVIDED.
 - C. AT TOP AND BOTTOM OF ALL SLABS.
- 3. UNLESS OTHERWISE NOTED, SIZE OF REINFORCEMENT "B" SHALL BE SIZE OF LARGEST REINFORCEMENT BAR CUT.
- 4. "Y" = CLASS B LAP.
- 5. THIS DETAIL IS TO BE USED WHEN NO OTHER DETAIL IS SPECIFIED.
- 6. MINIMUM REINFORCEMENT "A" AND "B" AROUND AT ALL OPENINGS SHALL BE #4.

"Y" (BEND AS REQUIRED AT CONSTRUCTION JOINTS OR OTHER OBSTRUCTIONS)



REINFORCEMENT AT CONCRETE OPENINGS

NTS

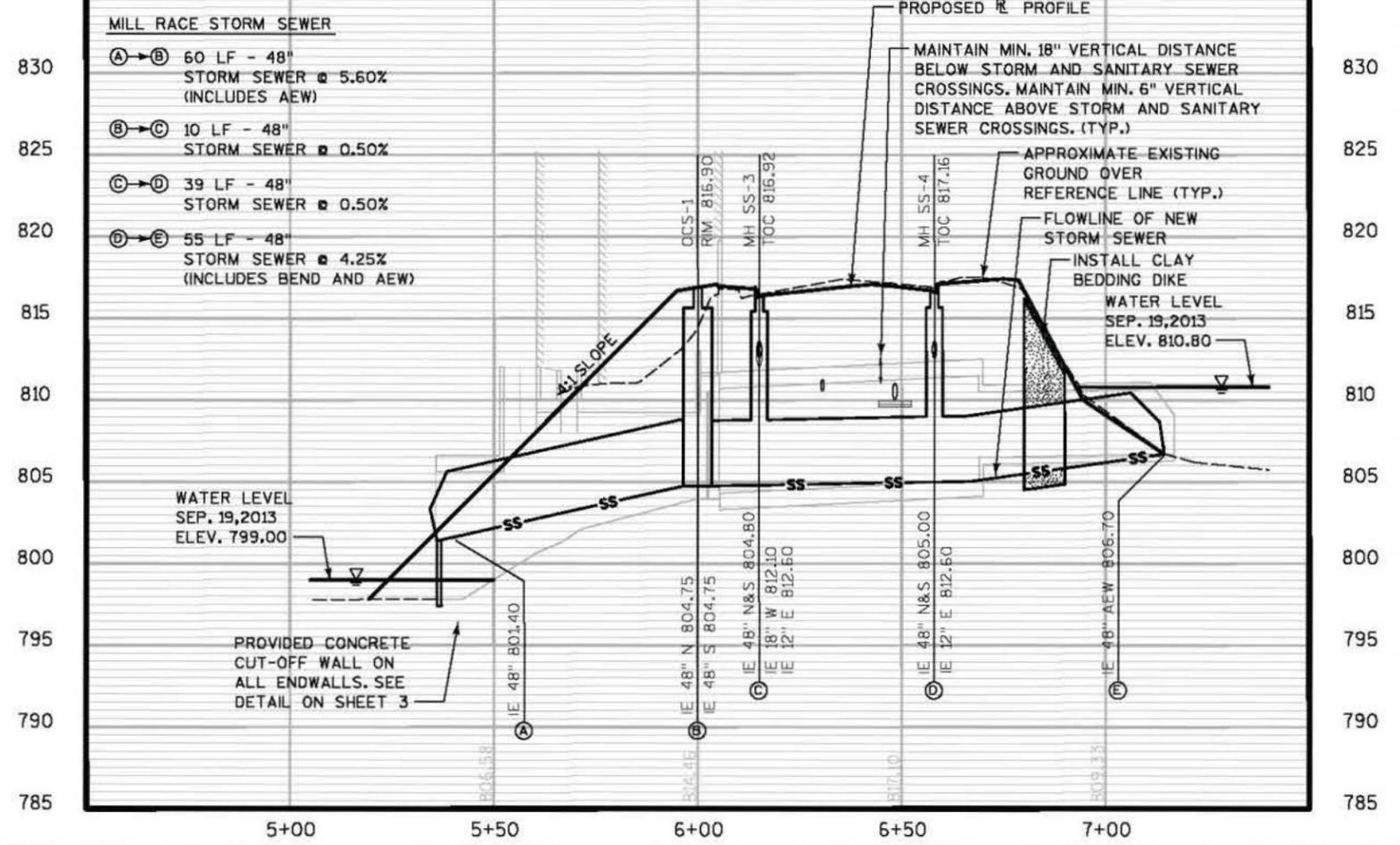
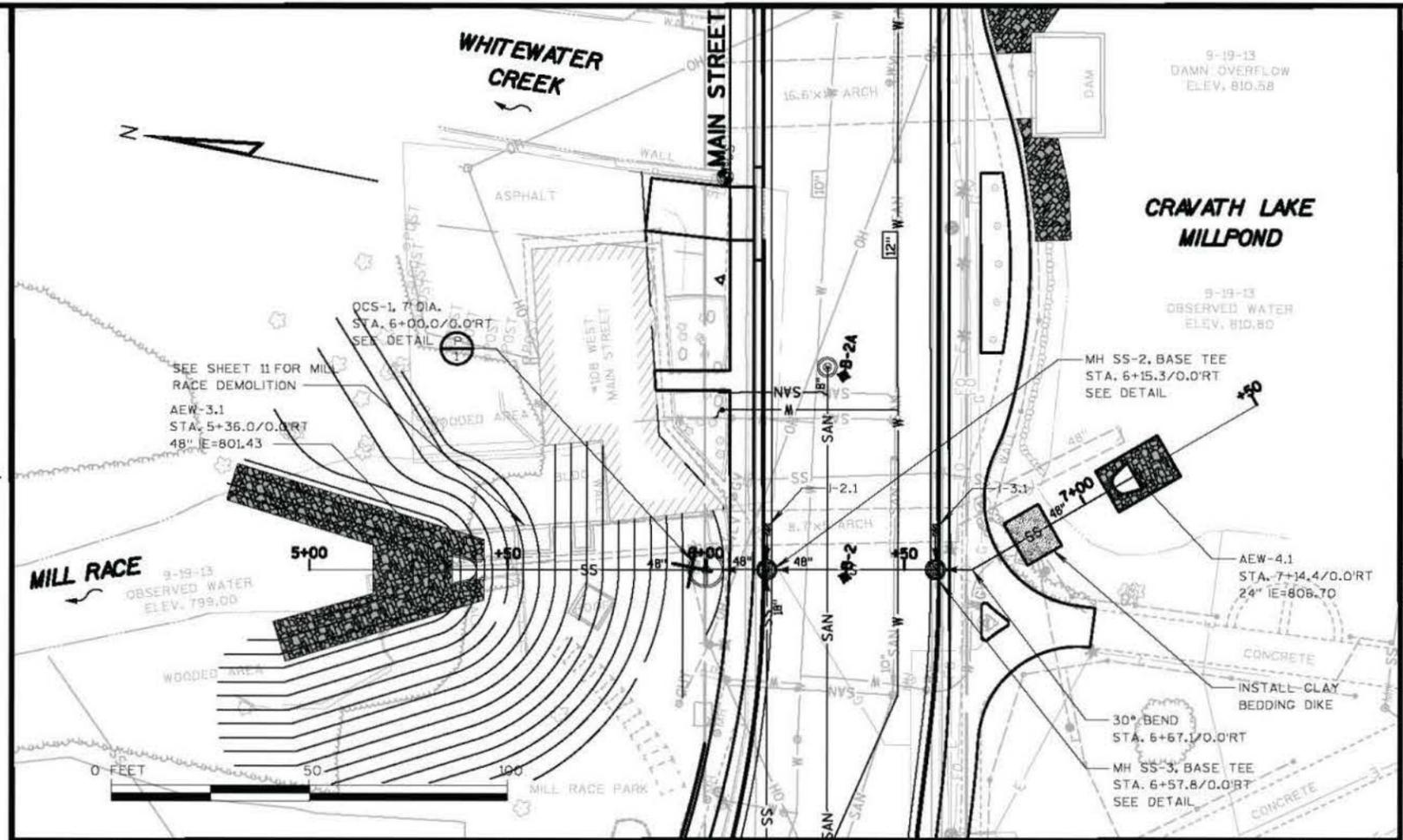


PLAN SECTION

NTS

PLAN SECTION

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NO.	REVISIONS	DATE

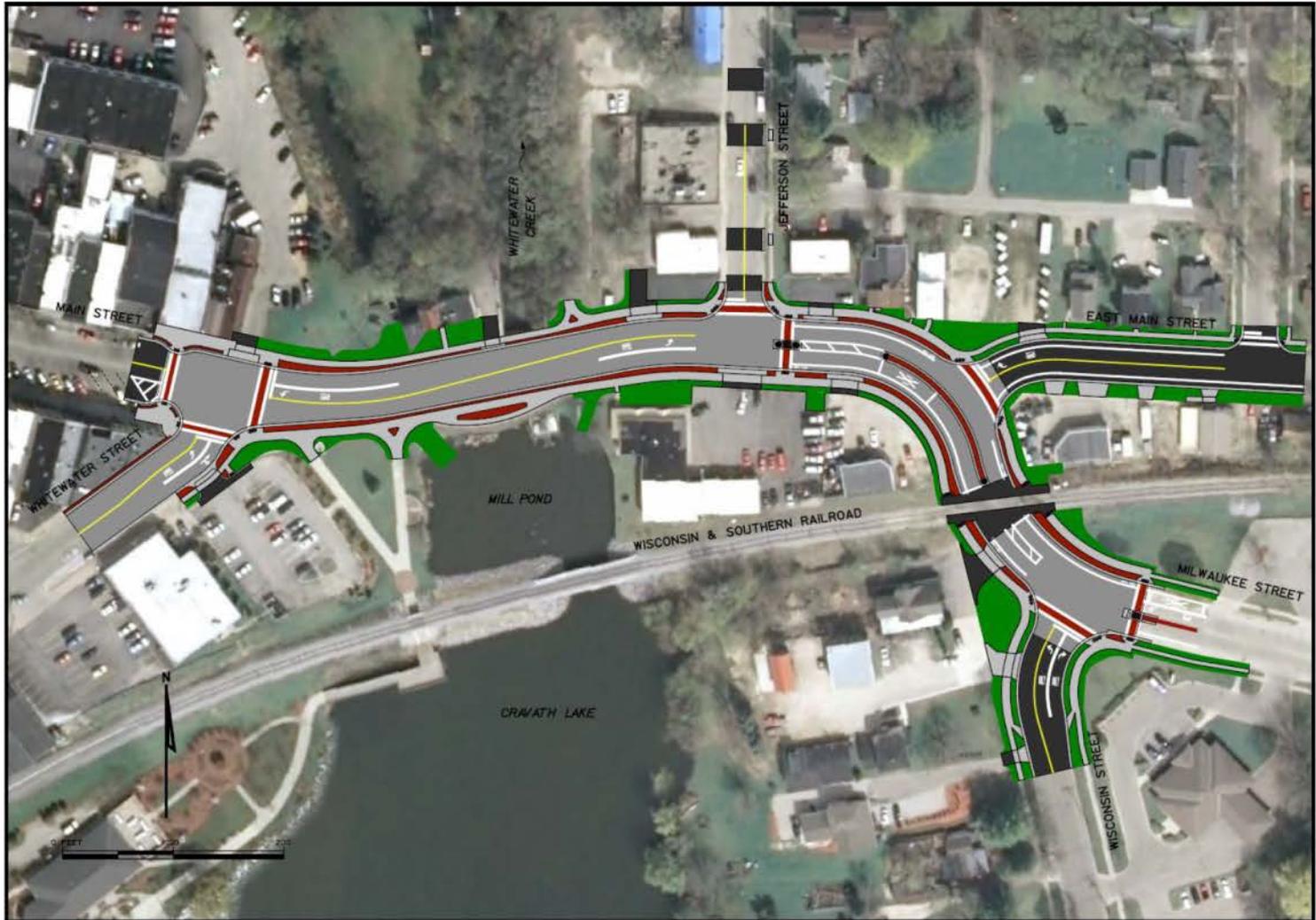
**MILL RACE
UTILITY PLAN AND PROFILE
DOWNTOWN EAST GATEWAY
CITY OF WHITEWATER
WALWORTH COUNTY, WISCONSIN**

**JOB NO.
1407.075
PROJECT MGR.
MAF**



**SHEET
88 22**

Current Concept





City of Whitewater Council Agenda Item Information Sheet

MEETING DATE: 3/04/2014

ITEM: Proposal for Engineering Services –Recreational Boating Grant Application

PRESENTER: Parks & Recreation Director

PREVIOUS ACTION, IF ANY: N/A

SUMMARY OF ITEM BEING PRESENTED: The boat launch at Cravath Lakefront Park requires attention as the ramp has fallen in disrepair. The Wisconsin DNR offers a Recreational Boating Grant (RBF) program that provides up to 50 percent matching grants. The proposal includes completing the design work necessary to apply for the grant program.

BUDGET IMPACT, IF ANY: This project is currently not identified in the budget and funds for the engineering and eventual grant match would need to be identified. We currently have \$5,000 held in the Parks Administration budget that was identified for consultant services related to the Parks and Recreation Strategic Plan. At this time, the bulk of work is being done in-house and funds could be shifted towards this project. Also, the remaining \$3,500 could be charged to the Stormwater Utility.

BOARD, COMMISSION, OR COMMITTEE RECOMMENDATION, IF ANY: N/A

STAFF RECOMMENDATION: In order to implement mechanical harvesting on Cravath Lake we will need to place gravel at the current boat launch to successfully launch the harvesting equipment. A long term repair is needed.

RECOMMENDED MOTION: Approval of the proposal for engineering services

ATTACHMENT(S) INCLUDED (If none, please state that): Proposal from Strand & Associates

FOR MORE INFORMATION CONTACT:

Matt Amundson

262-473-0122

mamundson@whitewater-wi.gov



Strand Associates, Inc.
 910 West Wingra Drive
 Madison, WI 53715
 (Ph) 608-251-4813
 (F) 608-251-8055

February 7, 2014

Mr. Matt Amundson
 Parks and Recreation Director
 City of Whitewater
 312 West Whitewater Street
 Whitewater, WI 53190

Re: Proposal for Engineering Services – Recreational Boating Facilities Grant Application

Dear Matt,

We are pleased to submit this proposal for engineering services related to the Recreational Boating Facilities (RBF) Grant application for future boat launch improvements. We look forward to working with the City of Whitewater on this project.

Project Understanding

The City of Whitewater wishes to pursue project funding for future improvements to the existing Cravath Lake boat launch. The existing boat launch is located in the Cravath Lakefront Park on the northwest side of Cravath Lake. Functionality, parking, and condition of the existing launch ramp require attention. The existing launch ramp is constructed of articulated concrete block revetment and is in disrepair. Currently, trailered vehicles must park on Fremont Street because of a lack of trailer stalls in the parking areas immediately adjacent to the boat launch.

In addition to the launch ramp replacement, the need for additional improvements will be addressed. Since, the RBF Grant application requires consideration of appropriate boat trailer parking as a caveat to grant award, the City wishes to investigate and evaluate the overall functionality of the boat launch and parking facilities within the Cravath Lakefront Park.

Unlike some funding programs, the RBF grant requires some design work and permitting to be completed at the time of application.

Scope of Services

The following items are included in our Scope of Services.

- Prepare three conceptual geometric layouts of proposed boat launch and parking improvements.
- Attend one meeting with the City and project stakeholders to review conceptual layouts and implementation process. Incorporate review comments into the preferred concept plan.
- Correspond with the Wisconsin Department of Natural Resources (WDNR) regarding the proposed layouts to determine project feasibility and permitting requirements. Apply for necessary WDNR permits.
- Assist the City with the preparation of the Recreational Boating Facilities Grant Application.

Mr. Matt Amundson
City of Whitewater
Page 2
February 7, 2014

Fee and Schedule

The not-to-exceed engineering fee for the Scope of Services above is \$8,500, including expenses. Services will be invoiced on an hourly-rate basis.

We anticipate completion of the tasks outlined above within 45 days of authorization to proceed. Additional services will need to be authorized for final design, bidding, and construction-related services for the boat launch and parking improvements. Please note that the application requires permits to be completed for the project. The design may need to be advanced past the conceptual design phase to obtain the necessary permits for the RBF application.

We are excited to work with the City on this project. Please call me with any questions regarding this proposal.

Sincerely,

STRAND ASSOCIATES, INC.[®]



Zachary R. Simpson, P.E.

9901972/ZRS mah

Harrison, Williams & McDonell, LLP
ATTORNEYS AT LAW

MARTIN W. HARRISON
(Retired)

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FACSIMILE
262-473-7906

DAVID C. WILLIAMS

Offices also in:
Lake Geneva

February 27, 2014

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

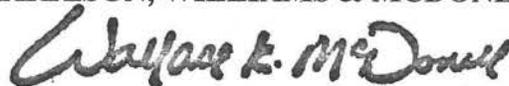
Dear Cameron:

As you will recall, the City Council asked for a summary of the City of Whitewater Ordinances that apply to illegal conditions that may be present on private property in the city of Whitewater. I have enclosed herewith a table of contents with attachments, which include many of the ordinances which apply to private property in the city of Whitewater. Please note that several of the ordinances adopt state laws (such as the State Building Code) that are voluminous statutory or administrative code laws. It's also important to note that there are numerous State Statutes and Common Law actions and remedies that the City has available to help enforce illegal conditions on private property.

Please include this in the City Council packet. Thank you.

Sincerely,

HARRISON, WILLIAMS & MCDONELL, LLP



Wallace K. McDonell
(State Bar No. 01008713)

WKM:slm
Enclosures
cc: Michele Smith, City Clerk



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Sections:1.28.010 Right of entry for inspection.**1.28.010 Right of entry for inspection.**

Whenever necessary to make an inspection to enforce any ordinance or resolution, or whenever there is reasonable cause to believe there exists an ordinance or resolution violation in any building or upon any premises within the jurisdiction of the city, any authorized official of the city, may, upon presentation of proper credentials, enter such building or premises at all reasonable times to inspect the same or to perform any duty imposed upon him by ordinance; provided, that except in emergency situations he shall give the owner and/or occupant, if they can be located after reasonable effort, twenty-four hours' written notice of the authorized official's intention to inspect. In the event the owner and/or occupant refuses entry, the official is empowered to seek assistance from any court of competent jurisdiction in obtaining such entry.

(Ord. 718 § 1, 1972; prior code § 1.28).

Whitewater, Wisconsin, Code of Ordinances >> Title 1 - GENERAL PROVISIONS >> Chapter 1.32
 ABANDONED PROPERTY >>

Chapter 1.32 ABANDONED PROPERTY

Sections:

1.32.010 Abandoned property.

1.32.010 Abandoned property.

- (a) Abandoned or unclaimed personal property which has been in the possession of the city for more than thirty days may be disposed of in accordance with Wisconsin Statute 66.0139 by the city by public auction, private sale, sale by contract, a trade on other property to be acquired by the city, retention for use by the city, gifted by the city to a third party, or other means of disposal deemed to be in the best interest of the city determined by the City Manager of the City of Whitewater.
- (b) If the property is disposed of in a means other than a sale open to the public, the city shall maintain an inventory of the property, a record of the date and method of disposal, including the consideration received for the property, if any, and the name and address of the person taking possession of the property. The inventory shall be kept as a public record for a period of at least two years from the date of disposal of the property.
- (c) If the disposal is in the form of a sale, all receipts from the sale, after deducting the necessary expenses of keeping the property and conducting the sale, shall be paid into the general fund of the City of Whitewater.
- (d) For reference on related state statutes, please see:

§ 59.66	Disposition of Unclaimed Funds by Clerk of Courts
§ 66.0139(3)	Disposition of Dangerous Substances
§ 66.0139(5)	Disposition of Weapons and Ammunition
§ 173.23	Disposition of Animals
§ 961.55	Forfeitures Related to Controlled substances
§ 968.20	Return of Property Seized Pursuant to Search Warrant or Seized Without a Search Warrant
§ 973.075	Forfeiture of Property Including Money Derived from Crime and Disposition of Certain Vehicles

(Ord. No. 1857A, § 1, 6-4-2013)

5.08.010 Sales, discharge and use prohibited.

It is unlawful within the limits of the city for any person to sell, expose or offer for sale, use, keep, discharge or explode any firecracker, bottle rocket, cherry bomb, colored smoke bomb, toy cap, blank cartridge, toy pistol or cannon in which explosives are used, contrivances using explosive caps or cartridges, sparklers, display wheels, the type of balloon which requires fire underneath to propel the same, firecrackers, torpedoes, sky rockets, Roman candles, aerial salutes, American or Chinese bombs or other fireworks of like construction, or any other fireworks containing any explosives of like construction, or any fireworks containing any explosives or flammable compound, or any tablets or other device commonly used and sold as fireworks containing nitrates, chlorates, oxalates, sulfides of lead, barium, antimony, arsenic, mercury, nitroglycerine, phosphorous, or any compound containing any of the same or other explosives.

(Ord. 1009 §1(part), 1983).

5.56.010 Storage—Permit required.

- (a) No person, firm, partnership, or corporation shall accumulate or store any junked, disassembled, unoperable, or unlicensed automobiles or trucks or parts thereof, outside of any building on any real estate located in the city, except upon a permit issued by the city council.
- (b) If an owner is actively racing, restoring or repairing a vehicle, one vehicle, including stock/race vehicles, may be stored on the vehicle owner's property without a permit for a period of up to one year when said vehicle is covered with a canvas, plastic tarpaulin or a manufactured car cover that is approved by the police department. The stored vehicle must be located in the rear yard in accordance with the zoning ordinance.

(Ord. 1143 §1, 1988; Ord. 1135 §8, 1988; Ord. 607 §1(part), 1968; prior code §9.15(A)(1), (2)).

Chapter 7.18 **CISTERNS AND OTHER OPENINGS**

Sections:

7.18.010 Cover required.

7.18.020 Excavations—State statutes adopted.

7.18.010 Cover required.

A.

No person shall have or permit on any premises owned or occupied by him any open cistern, cesspool, well, or other dangerous opening, including abandoned iceboxes and refrigerators. All such places shall be securely covered in such manner as to prevent injury to any person and such covers shall be of such design, size and weight that the same cannot be removed by small children.

B.

If any person in the city neglects or fails to correct a violation of this section after having been given a twenty-four-hour written notice by the city manager or his appointed representative, the city manager or his appointed representative may cause the violation to be corrected and the cost thereof shall be charged to the owner of the land. The charge shall become a tax upon the lands upon which such violation existed.

(Ord. 1302 § 1, 1995; prior code § 16.05(1)).

7.18.020 Excavations—State statutes adopted.

The provisions of Wisconsin Statutes, Section 66.05(6) describing and defining regulations with respect to excavations for building purposes is adopted and by reference made a part of this chapter as though fully set forth herein. Any act required to be performed or prohibited by any of the provisions of the above statute incorporated herein by reference is required or prohibited by this chapter.

(Prior code § 16.05(2)).

Whitewater, Wisconsin, Code of Ordinances >> Title 6 - (RESERVED) >> Title 7 - PUBLIC PEACE, SAFETY AND MORALS >> III. - OFFENSES AGAINST PUBLIC HEALTH AND SAFETY >> Chapter 7.20 VIBRATION AND AIR POLLUTION >>

Chapter 7.20 VIBRATION AND AIR POLLUTION ^[3]

Sections:

7.20.080 Vibration—Hours and acceleration prohibited.

7.20.090 Vibration—Stamping machines and presses.

7.20.100 Air pollution—Deemed nuisance—Prohibited.

7.20.110 Air pollution—Limits of emission and standards of measurement.

7.20.120 Air pollution—Person liable.

7.20.130 Air pollution—Enforcement.

7.20.140 Air pollution—Separate offense for each day.

7.20.080 Vibration—Hours and acceleration prohibited.

- (a) No person shall make or assist in making any vibration which is discernable to the human sense of feeling for three minutes or more during any one hour of the day between the hours of seven a.m. and seven p.m., or of thirty seconds or more duration in any one hour between the hours of seven p.m. and seven a.m., which such vibration tends to unreasonably disturb the peace and quiet of any appreciable number of persons in the vicinity unless the making and continuing of the same cannot be prevented and is necessary for the protection or preservation of property or of the health, safety or life of some person. No vibration at any time shall produce an acceleration of more than 0.1g or shall result in any combination of aptitudes and frequencies beyond the "safe" range of Table 7, U.S. Bureau of Mines Bulletin No. 442, "Seismic Effects of Quarry Blasting" on any structure. The methods and equations of Bulletin No. 442 shall be used to compute all values for the enforcement of this section.
- (b) (1) Any person who violates any of the provisions of this section shall, upon conviction thereof, be subjected to a fine of not less than fifty dollars nor more than two hundred dollars together with the costs of prosecution, and, in default of payment of such fine and costs of prosecution, shall be imprisoned in the county jail for a period not to exceed six months.
- (2) Any person who violates any of the provisions of this section for a second time within a one-year period shall, upon conviction thereof, be subjected to a fine of not less than seventy-five dollars nor more than two hundred together with the costs of prosecution, and, in default of payment of such fine and costs of prosecution, shall be imprisoned in the county jail for a period not to exceed six months.

(Ord. 956 § 1(part), 1980; prior code § 15.05(B)(1)).

7.20.090 Vibration—Stamping machines and presses.

- (a) Stamping machines, punch presses and press brakes on machines shall be placed on shock absorber mountings and on a suitably reinforced concrete footing. No machine shall be loaded beyond the capacity as prescribed by the manufacturer. All automatic screw

machines must operate with noise silencers and be located not less than two hundred feet from any residentially zoned districts.

- (b) (1) Any person who violates any of the provisions of this section shall, upon conviction thereof, be subjected to a fine of not less than fifty dollars nor more than two hundred dollars together with the costs of prosecution, and, in default of payment of such fine and costs of prosecution, shall be imprisoned in the county jail for a period not to exceed six months.
- (2) Any person who violates any of the provisions of this section for a second time within a one-year period shall, upon conviction thereof, be subjected to a fine of not less than seventy-five dollars nor more than two hundred dollars together with the costs of prosecution, and, in default of payment of such fine and costs of prosecution, shall be imprisoned in the county jail for a period not to exceed six months.

(Ord. 956 § 1(part), 1980; prior code § 15.05(B)(2)).

7.20.100 Air pollution—Deemed nuisance—Prohibited.

In the interests of the public health and welfare of the residents of the city, any smoke, cinders, fly-ash, soot, fumes, dust, noxious gases or other waste discharged from fuel-burning equipment, internal combustion engine, premises, open fire stack or chimney, or from other source which results in air pollution to a degree which causes injury, detriment, nuisance, or annoyance to any appreciable number of persons, or to the public, or which endangers the comfort, repose, health or safety of any such persons or the public, or which causes or has a natural tendency to cause injury or damage to business property, is a nuisance and the same is prohibited, except as specifically permitted herein under Section 7.20.110.

(Prior code § 15.05(C)(1)).

7.20.110 Air pollution—Limits of emission and standards of measurement.

No person, whether owner, tenant, lessee, individual, partnership, syndicate, association, company, firm, trust, corporation, government corporation, department, bureau, agency, or other entity recognized by law as the subject or rights and duties, shall cause, suffer, or allow to be emitted into open air from any stack or chimney, fuel burning equipment, internal combustion engine, premises, open fire, or any other source, smoke the shade or density of which is equal to or greater than No. 2 of the Ringelmann Chart—the Ringelmann Chart, as published by the United States Bureau of Mines, being the standard by which the shade or density of smoke is measured for the purposes of this chapter—except as follows:

- (1) Smoke, the shade or density of which is equal to but does not exceed No. 2 of the Ringelmann Chart may be emitted from a stack or chimney for a period of not to exceed two minutes in any thirty-minute period;
- (2) When the firebox or furnace, of which such stack or chimney is the outlet, is being cleaned out or a new fire is being built therein, in which case smoke the shade or density of which is equal to but does not exceed No. 3 of the Ringelmann Chart may be emitted for a continuous period of not to exceed five minutes in any sixty-minute period;
- (3) When a breakdown of equipment occurs such as to make it evident that the emission was not reasonably preventable.

(Prior code § 15.05(C)(2)).

7.20.120 Air pollution—Person liable.

All persons owning, operating, or in charge or control of any equipment who cause or permit to participate in any violation of this chapter either as proprietors, owners, lessees, tenants, managers, superintendents, janitors, engineers, firemen, or otherwise shall be individually and collectively liable for any penalties imposed by this chapter.

(Prior code § 15.05(C)(3)).

7.20.130 Air pollution—Enforcement.

Acting under the chief of police, it shall be the duty of the members of the Whitewater police department, while on duty, to investigate complaints and to observe violations under this chapter, and they shall have the authority to institute actions against all persons violating any of the provisions of this chapter.

(Prior code § 15.05(C)(4)).

7.20.140 Air pollution—Separate offense for each day.

Each day, on which one or more unlawful emissions of smoke, cinders, fly-ash, soot, fumes, dust, noxious gases or other waste occurs, constitutes a separate offense.

(Prior code § 15.05.(C)(5)).

FOOTNOTE(S):

— (3) —

For the statutory provisions regarding the regulation of nuisances and granting powers of abatement to cities, see WSA § 280; for the provisions regarding air pollution and air pollution control, see WSA § 144.31 et seq.; for the provisions regarding local air pollution programs, see WSA § 144.41. ([Back](#))

Whitewater, Wisconsin, Code of Ordinances >> Title 6 - (RESERVED) >> Title 7 - PUBLIC PEACE, SAFETY AND MORALS >> III. - OFFENSES AGAINST PUBLIC HEALTH AND SAFETY >> Chapter 7.22 WEEDS AND GRASS* >>

Chapter 7.22 WEEDS AND GRASS*

Sections:

* For statutory provisions regarding local weed and grass control, see WSA § 94.20 et seq.

7.22.010 State statutes adopted.

7.22.020 Nuisance declared—Failure to cut—Costs.

7.22.025 Exempt areas.

7.22.030 Penalty for violation.

7.22.010 State statutes adopted.

The provisions of Wisconsin Statutes 66.96 through 66.98 are adopted as a city ordinance.

(Ord. 974 § 1, 1981; Ord. 699 § 1(part), 1971; prior code § 16.07(1)).

7.22.020 Nuisance declared—Failure to cut—Costs.

The common council further declares in exercise of its police powers that any grass or weeds of whatever nature in excess of seven inches in height on all private premises within the city are a fire hazard, a public nuisance, and a potential health hazard. If any person in the city neglects or fails to cut the same after having been given a five-day written notice (only one such notice need be issued per property per calendar year, thereafter enforcement action may proceed without prior notice) by the city manager or his appointed representative may cut or cause to be cut the grass or weeds and the cost thereof shall be charged at a rate of fifty dollars per hour with a minimum charge of fifty dollars. The charge shall become a tax on the lands upon which such grass or weeds were cut.

(Ord. 1637A § 1, 2007; Ord. 1303 § 1, 1995; Ord. 1191 § 1, 1990; Ord. 983 § 20(part), 1982; Ord. 974 § 2, 1981; Ord. 861 § 1, 1976; Ord. 699 § 1(part), 1971; prior code § 16.07(2)).

7.22.025 Exempt areas.

The following areas are exempt from Section 7.22.020:

- A. Areas shown on city, state or federal wetland, floodplain maps or environmental corridor maps;
- B. Areas approved in writing by the city;
- C. Areas larger than one acre in size except areas which are within twenty-five feet of a developed lot.

(Ord. 1303 § 2, 1995).

7.22.030 Penalty for violation.

In addition, the city manager or his appointed representative may, having given notice as provided in this section to the owner, occupant or person he determines to be in charge of the premises, issue a citation to the owner, occupant or the person he deems in charge of the premises. Persons convicted of failing to comply with the provisions of this section shall be subject to a forfeiture of not less than twenty-five dollars nor more than two hundred fifty dollars for the first offense, and not less than fifty dollars nor more than two hundred fifty dollars for the second and subsequent offenses, together with the costs of prosecution.

(Ord. 1192 § 1, 1990; Ord. 983 § 20(part), 1982).

Whitewater, Wisconsin, Code of Ordinances >> Title 6 - (RESERVED) >> Title 7 - PUBLIC PEACE, SAFETY AND MORALS >> VI. - OFFENSES AGAINST PROPERTY >> Chapter 7.41 REGULATIONS CONCERNING NEIGHBORHOOD PRESERVATION (PROPERTY CONDITION NUISANCE RELATED) >>

Chapter 7.41 REGULATIONS CONCERNING NEIGHBORHOOD PRESERVATION (PROPERTY CONDITION NUISANCE RELATED)

Sections:

7.41.010 Definitions.

7.41.020 Notice.

7.41.030 Abatement plan.

7.41.040 Additional property condition nuisance related activity.

7.41.050 Appeal.

7.41.060 Violations—Penalties—Remedies—Injunctive and other relief.

7.41.010 Definitions.

The following terms shall be defined as follows in this chapter:

- A. Enforcement action. Arrest, the issuance of a citation, the issuance of a written warning, the issuance of an order to correct.
- B. WWMC. Whitewater Municipal Code.
- C. Property condition nuisance related activity. Any of the following activities, behaviors or conduct occurring upon a premises or arising out of the use of a premises (unless the owner or occupant of the property is the victim of the crime or act by a non-occupant):
 - 1. Property condition nuisance related activity.
 - a. Weeds and grass violation, set forth in WWMC 7.22
 - b. Storing junk on property, set forth in WWMC 7.48
 - c. Junked automobiles, set forth in WWMC 5.56
 - d. Health and sanitation violations under WWMC Title 8
 - e. Rubbish violation, set forth in WWMC 8.24
 - f. Building and construction violations, set forth in WWMC Title 14
 - g. Zoning, parking and other violations under WWMC Chapter 19 tending to cause a nuisance.
 - h. Any other activity similar to the above violations and any activity, enforced by the neighborhood services director's office, which is in violation of Whitewater ordinances or state statutes and tends to cause a nuisance.
- F. Owner. The owner of the premises and his or her agents.
- G. Premises. An individual dwelling unit used for residential purposes whether or not owner occupied; an individual business or commercial property; and associated common areas thereof.

(Ord. No. 1729A, § 1, 5-19-2009; Ord. No. 1729AA, § 1, 6-2-2009)

7.41.020 Notice.

- A. Whenever the neighborhood services director determines that four or more property condition nuisance related activities resulting in enforcement action have occurred at a premises on separate days during a twelve-month period, the neighborhood services director, or his/her designee, may notify the premises owner and, if appropriate, tenant, in writing. In reaching this determination, the neighborhood services director shall not include nuisance activities resulting in enforcement actions that were reported by the owner of the premises. Only the neighborhood services director may initiate and implement the procedure and enforcement for property condition nuisance related activities under this section. A copy of the notice shall be delivered to the occupant of the premises by regular mail.
- B. The notice shall contain the street address including unit number if applicable or legal description sufficient to identify the premises, a description of the property condition nuisance related activities and enforcement actions that have occurred at the premises; a statement indicating that the cost of future enforcement may be assessed as a special charge against the premises, and a notice as to the appeal rights of the owner.
- C. The neighborhood services director's written notice shall be delivered to the owner of the premises by one of the following methods: personal service, certified mail, first class mail, posting and/or publication, such other means as provided by law for service of process in a civil action, as the neighborhood services director, as applicable, may determine appropriate under the particular facts and circumstances.
- D. In an effort to foster early and fair resolutions to nuisance related concerns; and to avoid actions being brought under this chapter, and to encourage the full and fair reporting of nuisance activities in the City of Whitewater, the city council authorizes the following procedure:

The city manager shall have the power to designate a neighborhood preservation board which will act as a mediator concerning nuisance matters that may lead to actions under this chapter. The board shall also inform and assist residents who are aggrieved by nuisance activities in the City of Whitewater. The board shall be formed upon its own initiative, and its members shall not be appointed by the City of Whitewater. The makeup of the board shall be determined by the board, and the board will not be an official Board of the City of Whitewater.

Each neighborhood shall submit a number of potential members for inclusion in the board roster. The landlords will submit their roster of representatives. Two appropriate neighborhood representatives and two appropriate landlord representatives will hear each case. The board roster shall be reformed bi-annually, and must be approved by the city manager. After formation of a board roster, the board shall request that the city recognize it as the neighborhood preservation board to act under this chapter. The city manager shall only designate a board as the neighborhood preservation board if its makeup and organization fairly represents the best interests of the City of Whitewater.

This board may be invoked by referral from the neighborhood services director after the second violation of the ordinances and/or codes contained within the chronic nuisance statutes. It is acknowledged that there will be occasions when the nature and timing of two incidents do not present an appropriate circumstance for a referral to the board. Therefore, the neighborhood services director shall have the discretion to make the decision as to whether or not to refer matters to the board.

The primary functions of the board shall be the following:

1. Regarding the pattern of offenses which invoked the ordinance, the board will:
 - a. Serve as a forum to discuss, educate, encourage negotiations, and mentor the parties on the issues involved;
 - b. Identify neighborhood and property owner's concerns;
 - c. Attempt to achieve resolution of the complaint(s) and the underlying issue(s) involved so as to potentially resolve the current complaint and to prevent further violations of the ordinances and codes contained within the chronic nuisance statutes,
 - d. To provide property owners with a forum to express their position regarding administration and enforcement of the ordinance as it relates to the complaint, and
 - e. Offer recommendations to the neighborhood services director as well as the individuals directly affected by the complaint.

If the board's actions do not resolve the conflict, the board shall provide an advisory recommendation to the neighborhood services director regarding the matter. If the board cannot come to a majority recommendation on the issue in question, the procedures set forth in the ordinance shall continue as if there were no board. The board must meet and make recommendations in a timely fashion. The board must convene within a month of the referral from the city and provide a recommendation within two weeks of the meeting. Failure to meet in said timely fashion will result in the ordinance procedures progressing as if there were no board. The neighborhood services director shall have the full discretion to decide if the action under this chapter shall continue, be modified, or be dismissed. In making his or her decision, the neighborhood services director shall consider any recommendation made by the board.

(Ord. No. 1729A, § 1, 5-19-2009; Ord. No. 1729AA, § 1, 6-2-2009)

7.41.030 Abatement plan.

Any owner (or the owner's representative) receiving such notice shall personally meet with the neighborhood services director, or with his or her city designee, within seven days of receipt of such notice. The neighborhood services director and owner shall review the problems occurring upon the premises and/or property. Within ten days of this meeting, the owner shall submit to the neighborhood services director, or his or her designee, a detailed written abatement plan designed to forthwith and effectively end all the property condition nuisance related activity upon the premises. The plan shall also specify a name, address, and telephone number of a person living within sixty miles of the premises who can be contacted in the event of further inspection activities and/or contact.

(Ord. No. 1729A, § 1, 5-19-2009; Ord. No. 1729AA, § 1, 6-2-2009)

7.41.040 Additional property condition nuisance related activity.

Whenever the neighborhood services director determines that:

1. Additional property condition nuisance related activity and/or enforcement action has/have occurred upon a premises for which written notice has been issued under this chapter;
2. This additional property condition nuisance related activity and/or enforcement action has/have occurred more than seventeen days after written notice was served; and
- 3.

Reasonable effort has not been made by the owner of the premises to abate the property condition nuisance related activity;

Then, for the next twenty-four months, the neighborhood services director may calculate all of the cost, fees and expenses arising from and/or pertaining to any and all such city responses and enforcement including, but not limited to, actual burdened labor, overtime, materials, vehicle use, and related administrative time and efforts for this and any subsequent property condition nuisance related activities and enforcement actions upon, for and/or pertaining to the premises. The neighborhood services director shall then cause all such costs, fees and expenses to be charged against the owner of the premises and the premises itself, and if unpaid in thirty days, charged, assessed, levied and collected by the city as a special charge against the premises/property.

(Ord. No. 1729A, § 1, 5-19-2009; Ord. No. 1729AA, § 1, 6-2-2009)

7.41.050 Appeal.

- A. Appeal by affected property owner. An affected owner of the premises may appeal the neighborhood services director's determination and invoiced special charges arising from and imposed for the city staff and related costs, fees and expenses set forth in this chapter in the manner set forth in this subsection.
- B. The appeal shall be in writing, filed with the city clerk, stating with specificity the grounds for the appeal and the relief requested. The appeal must be filed within thirty days of the invoice from the city clerk.
- C. The appeal shall be considered only if filed within thirty days of the date of the invoice from the clerk and prior to the time that any unpaid special charges imposed against the premises/property under this chapter are turned over by the treasurer to be placed on the tax roll.
- D. Chapter 68 of the Wisconsin Statutes shall not apply to such an appeal nor shall any other provision of state law or city ordinance to the contrary. The appellate procedure set forth herein shall govern and be exclusive.
- E. Upon receipt of the written appeal, the clerk shall set the matter for a hearing for a meeting of the common council not less than thirty days nor more than sixty days after the filing of the written appeal.
- F. The clerk shall provide written notice to the appellant and to the neighborhood services director of such hearing date, time and place.
- G. The parties may agree to continuances and stipulations as to procedure and substance.
- H. The hearing shall be open to the public, recorded by a sound recording device and the recording preserved for seven years by the city clerk. A party may have a court reporter record the hearing but the requesting party shall pay all costs of the court reporter in advance regardless of the determination of the appeal.
- I. The appellant and the neighborhood services director may each present witnesses who testify upon oath after being duly sworn in by the city clerk, the deputy city clerk, or any other person authorized by law to administer oaths.
- J. After the hearing, the common council in open session shall deliberate and then make a determination by recorded motion, second and vote. A majority of council members voting shall decide the matter.
- K. The city clerk and treasurer shall adjust all invoices, tax and related city records in accord with the council's determination.

- L. The procedures initiated by notice under Section 7.41.020 shall be stayed until the common council rules on any timely appeal filed under this section.

(Ord. No. 1729A, § 1, 5-19-2009; Ord. No. 1729AA, § 1, 6-2-2009)

7.41.060 Violations—Penalties—Remedies—Injunctive and other relief.

In addition to the special charges authorized and described above, the following penalties and remedies are cumulative and not exclusive; may be jointly and severally sought and/or employed by the city, and may be ordered and/or imposed, as applicable, by the courts:

- A. First offense. Any individual, corporation or party who shall violate any provision of this chapter or any regulation, rule, or order made hereunder shall forfeit and pay to the city not less than \$100.00 nor more than \$1,000.00, together with the costs of prosecution. It shall be considered a violation of this chapter by the property owner if additional property condition nuisance related activity under Section 7.41.040 takes place at a premises within a period of two years after a notice under 7.41.020 is given concerning a premises.
- B. Subsequent offenses. Any individual, corporation, or party who shall violate any provision of this chapter or any regulation, rule, or order made hereunder within twenty-four months after committing a previous violation shall forfeit and pay to the city not less than \$200.00 nor more than \$2,000.00, together with the costs of prosecution.
- C. The city, in addition to the above monetary penalty(ies) and special charges may from time to time seek and obtain, and the court may order, temporary and/or permanent injunctive relief, abatement, and such other legal and/or equitable relief, remedies, judgments, and/or orders of the court against any person(s) and/or property(ies) as the court may, from time to time, deem necessary, appropriate and/or desirable to effectuate the intent of this chapter and the public good, peace, order, welfare, and/or safety.
- D. It shall be the responsibility of the convicted person(s) to immediately abate each and every violation upon the premises property as expeditiously as possible, unless otherwise directed by the city or the court.
- E. This chapter is cumulative in its legal affect and is not in lieu of any and all other legal and equitable remedies under city ordinances, state statutes, state administrative codes, and common law, including, but not limited to, forfeiture of the property to the city under the applicable state statutes.

(Ord. No. 1729A, § 1, 5-19-2009; Ord. No. 1729AA, § 1, 6-2-2009)

Whitewater, Wisconsin, Code of Ordinances >> Title 6 - (RESERVED) >> Title 7 - PUBLIC PEACE, SAFETY AND MORALS >> VI. - OFFENSES AGAINST PROPERTY >> Chapter 7.48 STORING JUNK ON PROPERTY >>

Chapter 7.48 STORING JUNK ON PROPERTY

Sections:

7.48.010 Nuisance defined.

7.48.020 Maintenance of private property.

7.48.030 Permitted junked automobiles not affected.

7.48.040 Penalty for violations.

7.48.010 Nuisance defined.

For the purpose of this chapter, "nuisance" means any condition or use of premises or of building exteriors which is detrimental to the property of others, which causes or tends to cause diminution in the value of other property in the neighborhood in which such premises are located, or which is likely to be offensive to the sight or other senses of members of the community. This includes, but is not limited to, the keeping or the depositing on, or the scattering over the premises of any of the following:

- A. Lumber, junk, trash or debris;
- B. Abandoned, discarded or unused objects or equipment such as automobiles, furniture, stoves, refrigerators, freezers, cans, or containers.

(Ord. 1304 § 1, 1995: Ord. 705 § 1(part), 1971: prior code § 15.09(l)).

7.48.020 Maintenance of private property.

- A. No person owning, leasing, occupying or having charge of any premises shall maintain or keep any nuisance thereon, nor shall any such person keep or maintain such premises in a manner causing diminution in the value of the other property in the neighborhood in which such premises are located.
- B. No person shall place or allow to remain outdoors and exposed to the elements, any chair, sofa, bed, table or other related or similar furniture, which is not designed and intended for outdoor use and which may be susceptible to deterioration or which may provide a harborage for rodents. This section shall not apply to furniture which is unused and placed outside as refuse for collection and disposal, or which is in an enclosed porch.

(Ord. 1304 § 2, 1995: Ord. 705 § 1(part), 1971: prior code § 15.09(2)).

7.48.030 Permitted junked automobiles not affected.

The provisions of this chapter shall in no way be deemed to abrogate the provisions of Chapter 5.56 of this code and the provisions for licensing of and penalties in regard to storage of junked automobiles.

(Ord. 705 § 1(part), 1971: prior code § 15.09(3)).

7.48.040 Penalty for violations.

Any person, firm, partnership or corporation violating any of the provisions thereof, shall upon conviction thereof, be subject to a penalty of not less than one hundred dollars nor more than three hundred dollars, together with the costs of prosecution, and in default of payment thereof, by imprisonment in the county jail for a period not to exceed thirty days. Each day of continuing violation constitutes a separate offense.

(Ord. 1428 § 13, 1999; Ord. 983 § 25, 1982).

Chapter 8.04 CESSPOOLS**Sections:[8.04.010 Permit required—Regulations.](#)[8.04.020 Penalty for violations.](#)**8.04.010 Permit required—Regulations.**

- (a) No person shall construct any cesspool or other receptacle for filthy water or for sewerage within the limits of this city without first having obtained a written permit from the health officer; and if the same is within a public street, further permit from the common council; and no person shall convert any well in this city or any excavation previously used as a well into a cesspool or use the same as such; and any cesspool constructed or used contrary to this section is a nuisance.
- (b) No person shall remove or clean out the content of any cesspool or privy vault within this city in the daytime between the first day of May and the first day of November in any year and only in the nighttime after having thoroughly applied to the matter so to be removed some effective disinfecting or deodorizing substance; nor shall any person place or deposit within the city limits any substance which will create a stench, or will in any manner endanger the public health, unless such substance shall be immediately buried so as to entirely prevent any stench arising therefrom, and so that it will not injure any well or cistern.

(Prior code § 7.06).

8.04.020 Penalty for violations.

Any person who violates any of the provisions of this chapter shall, upon conviction thereof, be subject to a penalty of not less than twenty-five dollars nor more than two hundred fifty dollars for the first offense, and for second and subsequent offenses not less than fifty dollars nor more than two hundred fifty dollars, together with the costs of prosecution.

(Ord. 983 § 28, 1982).

Sections:

8.04.010 Permit required—Regulations.

8.04.020 Penalty for violations.

8.04.010 Permit required—Regulations.

(a)

No person shall construct any cesspool or other receptacle for filthy water or for sewerage within the limits of this city without first having obtained a written permit from the health officer; and if the same is within a public street, further permit from the common council; and no person shall convert any well in this city or any excavation previously used as a well into a cesspool or use the same as such; and any cesspool constructed or used contrary to this section is a nuisance.

(b)

No person shall remove or clean out the content of any cesspool or privy vault within this city in the daytime between the first day of May and the first day of November in any year and only in the nighttime after having thoroughly applied to the matter so to be removed some effective disinfecting or deodorizing substance; nor shall any person place or deposit within the city limits any substance which will create a stench, or will in any manner endanger the public health, unless such substance shall be immediately buried so as to entirely prevent any stench arising therefrom, and so that it will not injure any well or cistern.

(Prior code § 7.06).

8.12.010 Removal by property owner—Order.

The owner, occupant or person in charge of every building, place or premises in the city is required to keep the same in good sanitary condition, free from nauseous odors, and shall thoroughly cleanse the same or any part thereof when ordered by the city to do so, in the manner and in the time required by the city; and whenever any privy, vault, cesspool or place of deposit of excrement, filth, manure, or other refuse shall be so located that in the opinion of the city the same probably contaminates well or river water, or otherwise endangers the public health, the city may forthwith order the owner of the premises where the same may be, or the person having the control of the depositing of such matters therein, to discontinue its use for such purposes and remove the filth or other refuse there deposited within twenty-four hours; and the future use of such place as a place of deposit for such matters is forbidden.

(Ord. 1305 § 1, 1995: prior code § 7.03).

8.12.020 Noncompliance with order—Payment of costs.

If the city orders any person to remove or abate any nuisance, source of filth, or cause of disease and such person refuses or neglects to obey such order, the city may cause such order to be executed, and the person so refusing or neglecting to obey any such order shall pay to the city all expenses necessarily incurred in the execution of such order.

(Ord. 1305 § 2, 1995: prior code § 7.04).

Whitewater, Wisconsin, Code of Ordinances >> Title 8 - HEALTH AND SANITATION* >> Chapter 8.24
RUBBISH >>

Chapter 8.24 RUBBISH

Sections:

8.24.010 Screening from view required.

8.24.020 Overflowing container deemed nuisance—Removal.

8.24.030 Penalty for violations.

8.24.010 Screening from view required.

The owners or occupants of all property located in the city shall effectively screen all rubbish and garbage containers from view from the public streets by means of a fence, evergreen landscaping or building. All existing dumpsters located more than two hundred feet off any city right-of-way and twenty-five feet or more from any lot line may be waived from this section if maintained in a clean and orderly fashion and approved by the City of Whitewater. All residential units using "toters" shall locate all toters along the side or rear of the building, and in no case shall they be located in any street yard unless screened from the public view by four feet fencing and landscaping with shrubs. If required, the screening of the rubbish and/or garbage container shall be erected or provided within thirty days following service of written notice upon the owner or occupant directing the owner or occupant to erect or provide such screen. Such notice shall be issued by the director of neighborhood services of the city or his designees. Each dumpster in violation of this section shall be considered a separate offense.

(Ord. 1603A § 1, 2006; Ord. 1339 § 1, 1996; prior code § 7.101(part)).

(Ord. No. 1698A, 10-7-2008)

8.24.020 Overflowing container deemed nuisance—Removal.

Overflowing rubbish containers, scattered rubbish and rubbish piles on premises in the city are prohibited. All garbage and rubbish containers shall be covered and refuse may not be piled so that it is above the top of the container. Premises owners and/or occupants may be cited and are responsible for a violation of this section. The city may remove or cause to remove any garbage or rubbish in violation of this section and the cost thereof shall be assessed to the owner or occupant.

(Ord. 1365 § 1, 1997; Ord. 1306 § 1, 1995; prior code § 7.101(part)).

8.24.030 Penalty for violations.

Any person who violates any provisions of this chapter shall forfeit and pay to the city a penalty of not less than \$25.00 or not more than \$250.00, together with the costs of prosecution and cost of removal; and in default of the payment of such penalty shall be imprisoned not to exceed thirty days.

(Ord. 983 § 33, 1982).

Whitewater, Wisconsin, Code of Ordinances >> Title 8 - HEALTH AND SANITATION* >> Chapter 8.32
OPEN BURNING >>

Chapter 8.32 OPEN BURNING

Sections:

8.32.010 Permit required.

8.32.020 Penalty for violations.

8.32.010 Permit required.

- (a) Substances, including, but not exclusively because of enumeration herein, leaves, trash, grass, refuse, debris, rubbish, garbage, litter and material that is putrescent, but excluding therefrom wood, brush or coal that is burned for the purpose of outdoor recreation or cooking in a broiler, rotisserie, or any other appliance designed for that purpose, or for the purpose of furnishing decorative lighting or for the purpose of removing frost from the ground by public utility corporations, cemeteries, or by building contractors, tobacco, fuels used in internal combustible engines, and kilns used at educational institutions, shall not be burned out-of-doors anywhere within the city including both public and private property, without a daily permit issued by the department of public works or their designee.
- (b) A substance that is burned outdoors for any purpose including outdoor recreation or for cooking in a grill, broiler, rotisserie, or any other appliance shall be attended to at all times.
 - (1) All outdoor fires shall be no closer than fifteen feet from any structure or side lot line and ten feet from any rear lot line. There shall be no outdoor fires in front yards or street yards.
 - (2) All open flame devices, cooking appliances, including grills, or decorative fireplaces shall be placed on a noncombustible surface and no closer than five feet to any building structure when in use.
- (c) Wood recreational fires are allowed only in compliance with the following schedule: (1) from 4:00 p.m. to 10:00 p.m. Sunday through Thursday; (2) from 4:00 p.m. on Friday until Saturday at 1:00 a.m.; (3) from 4:00 p.m. on Saturday until 1:00 a.m. on Sunday. Recreational fires shall burn dry wood only and may not burn wet wood, brush or other substances or materials. Recreational fires shall be completely extinguished when unattended.
- (d) Recreational fires with a base greater than five feet in diameter shall require a permit issued by the city manager or his designee.

(Ord. 1657A, 2007; Ord. 1522 (part), 2002; Ord. 1253 § 1, 1993; Ord. 761 § 1, 1973; Ord. 757 § 1, 1972).

(Ord. No. 1754A, § 1, 1-19-2010)

8.32.020 Penalty for violations.

- (a) Any person who violates any provision of this chapter shall be subject to a penalty of not less than \$25.00 and not more than \$250.00 for the first offense, together with the costs of prosecution; and for second and subsequent offenses not less than \$50.00 nor more than \$250.00, together with the costs of prosecution.

- (b) In addition to any fine, the city/fire department may cause such fire to be extinguished and the cost thereof shall be charged at the city's discretion against the owner of the premises or the party that caused the fire at the fire department's or city's rate of time, materials and equipment. The costs of such extinguishing shall be reported to the city clerk in writing with a description of the premises, and such costs shall be and become a special tax and lien against the premises, and if not previously paid shall be inserted by the city clerk in the next ensuing tax roll as a special tax against such premises; and such costs may, in the discretion of the common council, be collected by suit against the owner or occupant of the premises.

(Ord. 1522(part), 2002; Ord. 1253 § 3, 1993; Ord. 983 § 36, 1982).

Whitewater, Wisconsin, Code of Ordinances >> Title 8 - HEALTH AND SANITATION* >> Chapter 8.34
REGULATION OF OUTDOOR SOLID FUEL FIRED HEATING DEVICES >>

Chapter 8.34 REGULATION OF OUTDOOR SOLID FUEL FIRED HEATING DEVICES

Sections:

8.34.010 Outdoor solid fuel fire heating devices prohibited.

8.34.020 Definitions.

8.34.030 Existing devices.

8.34.040 Penalty for violations.

8.34.010 Outdoor solid fuel fire heating devices prohibited.

The construction or use of outdoor solid fuel fire heating devices within city limits is prohibited.

(Ord. 1586A § 1(part), 2005).

8.34.020 Definitions.

For purposes of this chapter, an "outdoor solid fuel fire heating device" means a freestanding solid fuel unit or similar device designated for solid fuel combustion so that usable heat is derived for the interior of a building, or for the heating of a pool or any other outbuilding or structure.

(Ord. 1586A § 1(part), 2005).

8.34.030 Existing devices.

Any outdoor solid fuel fire heating device existing on May 17, 2005 shall be allowed to be used as a nonconforming use regulated by Chapter 19.60 of the Whitewater Municipal Code. Such use shall, however, be required to meet all applicable standards of the Environmental Protection Agency of the United States of America and the Wisconsin Department of Commerce and the State of Wisconsin rules governing air quality and emissions, including any amendments thereto adopted after the effective date of the ordinance codified in this chapter. Also, the owner of any device existing on May 17, 2005 shall, within six months of the effective date of the ordinance codified in this chapter, register such device with the City of Whitewater building inspector and receive a permit evidencing its status as a nonconforming use under this section.

(Ord. 1586A § 1(part), 2005).

8.34.040 Penalty for violations.

Any person who violates any provision of this chapter shall be subject to a penalty of not less than \$25.00 and not more than \$100.00 for the first offense, together with the costs of prosecution, and for the second and subsequent offenses, not less than \$50.00 nor more than \$250.00, together with the costs of prosecution. Each day a violation exists shall constitute a separate violation.

(Ord. 1586A § 1(part), 2005).

Whitewater, Wisconsin, Code of Ordinances >> Title 9 - ANIMALS >> Chapter 9.16 DANGEROUS ANIMALS AND REPTILES >>

Chapter 9.16 DANGEROUS ANIMALS AND REPTILES

Sections:

9.16.010 Prohibited animals.

9.16.020 Penalty for violation.

9.16.010 Prohibited animals.

No person shall keep, within the limits of the city, any of the following:

- (a) Wild animals;
- (b) Dangerous animals;
- (c) Crocodiles or alligators;
- (d) Poisonous snakes or reptiles.

(Ord. 1582A, 2005; prior code §16.04).

9.16.020 Penalty for violation.

Any person who violates any provision of this chapter shall be subject to a penalty of not less than twenty-five dollars or not more than two hundred fifty dollars for the first offense, and for second and subsequent offenses not less than fifty dollars nor more than two hundred fifty dollars, together with the costs of prosecution.

(Ord. 983 §40, 1982).

11.38.010 Vehicle abandonment prohibited.

No person shall leave unattended any motor vehicle, trailer, semitrailer or mobile home on any public street or highway or public or private property, for such time and under such circumstances as to cause the vehicle to reasonably appear to have been abandoned. When any such vehicle has been left unattended on any city street or highway or on any public or private property within the city without the permission of the owner for more than seventy-two hours, the vehicle is deemed abandoned and constitutes a public nuisance.

(Ord. 785 § 1(1), 1973).

11.38.020 Removal and impoundment of abandoned vehicles.

Any vehicle in violation of this chapter shall be impounded until lawfully claimed or disposed of under Section 11.38.030, except that if the police chief or his duly authorized representative determines that the cost of towing and storage charges for the impoundment would exceed the value of the vehicle, the vehicle may be junked by the city prior to expiration of the impoundment period upon determination by the police chief or his duly authorized representative that the vehicle is not wanted for evidence or other reason.

(Ord. 785 § 1(2), 1973).

11.38.030 Disposal of abandoned vehicles.

- (a) 1. If the police chief or his duly authorized representative determines that the value of the abandoned vehicle exceeds one hundred dollars, he shall notify the owner and lienholders of record by certified mail that the vehicle has been deemed abandoned and impounded by the city and may be reclaimed within fifteen days upon payment of accrued towing, storage and notice charges, and if not so reclaimed shall be sold;
2. In the event an abandoned vehicle determined to exceed one hundred dollars in value is not reclaimed within the period and under the conditions as provided above, it may be sold at private sale, by auction or by sealed bids. The description of the vehicle and the terms of sale shall be published as a Class 1 notice three days before the sale, if sold by public sale. After deducting the expense of impoundment and sale, the balance of the proceeds, if any, shall be paid into the city treasury.
- (b) Any abandoned vehicle which is determined by the police chief or his duly authorized representative to have a value of less than one hundred dollars may be disposed of by direct sale to a licensed salvage dealer upon determination that the vehicle is not reported stolen.

(Ord. 785 § 1(3), 1973).

11.38.040 Owner responsible for impoundment and sale costs.

The owner of any abandoned vehicle, except a stolen vehicle, is responsible for the abandonment and all costs of impounding and disposing of the vehicle. Costs not recovered for the sale of the vehicle may be recovered in a civil action by the city against the owner.

(Ord. 785 § 1(4), 1973).

11.38.050 Notice of sale or disposition.

Within five days after the sale or disposal of a vehicle as provided in Section 11.38.030(a) and (b), the police chief or his duly authorized representative shall advise the Wisconsin Department of Transportation, Division of Motor Vehicles, of such sale or disposition on a form supplied by the division. A copy of such form shall also be given to the purchaser of the vehicle. A copy shall also be retained on file in the city.

(Ord. 785 § 1(5), 1973).

11.38.060 Penalty.

Any person who abandons a vehicle in violation of this chapter shall, upon conviction thereof, forfeit not less than seventy-five dollars nor more than two hundred fifty dollars together with the costs of prosecution, and in default of payment of the forfeiture and costs of prosecution shall be imprisoned in the county jail until the forfeiture and costs are paid but not to exceed three days.

(Ord. 983 § 41, 1982)

12.24.040 Dangerous or diseased trees a nuisance.

- (a) Any tree or shrub growing in a public street, alley or any public place, or in private property, which is endangering or which in any way may endanger the security or usefulness of any public street, sewer, street light, or sidewalk, or which is diseased and may spread said disease to other trees, is a public nuisance, and the city may require the property owner to remove, trim, or spray such tree on private property. Failure of the property owner to remove, trim or spray such tree on private property after thirty' days written notice by mail has been given by the city is a violation of this chapter.
- (b) Every seven days after said thirty days have elapsed that the property owner continues to fail to remove, trim, or spray such tree(s) on private property is a new violation.
- (c) Certificate of Compliance Required. Any property owner ordered hereunder to remove, trim, or spray a tree on private property shall file a certificate of compliance with the city forester within seven days after such ordered removal, trimming or spraying has been completed. The certificate of compliance shall be on forms provided by the city forester. Failure of the property owner to file the certificate within the prescribed time is a violation of this chapter.
- (d) Appeals. Appeals from orders made hereunder may be made by filing written notice thereof with the city clerk within five days after such order is received, stating in substance that appeal is being made from such order to the city council. The clerk shall thereupon call such appeal to the attention of the city council at the next regular or special meeting, at which meeting the appellant and the city forester may present evidence. Action taken by the city council after such hearing shall be conclusive.

(Ord. 1291 §4, 1994; Ord. 725 §1, 1972; Ord. 701 §1, 1971; prior code §6.01(10)(c)).

Whitewater, Wisconsin, Code of Ordinances >> Title 12 - STREETS, SIDEWALKS AND PUBLIC
GROUNDS >> Chapter 12.24 STREET TREES >>

Chapter 12.24 STREET TREES

Sections:

- 12.24.010 Forester designated—Planting regulations.
- 12.24.020 Approved trees.
- 12.24.030 Trimming and removal by city.
- 12.24.040 Dangerous or diseased trees a nuisance.
- 12.24.045 Adoption of the City of Whitewater Emerald Ash Borer Management Plan.
- 12.24.050 Abuse or mutilation of trees.
- 12.24.060 State statutes adopted.
- 12.24.070 Storing dead elm wood unlawful.
- 12.24.080 Penalty for violation.

12.24.010 Forester designated—Planting regulations.

- (a) The director of park/recreation/forestry is designated as the city forester and will be charged with the enforcement of this chapter.
- (b) Permission to Plant Trees. No trees or shrubs shall hereafter be planted in or removed from any public street or other public place in the city without permission from the city forester.
- (c) Street Tree Plan. All trees and shrubs hereafter planted in any public street or other public place in the city shall conform as to species and location to the street tree plan which is made a part of this chapter.
- (d) No new street tree shall be shall be planted nearer than thirty feet from any other live and healthy street tree on the same side of the street, and no street tree shall be planted nearer than twenty-five feet from the point of intersection of public street right-of-way lines or ten feet from any driveway edge. On streets with a right-of-way width of sixty feet or more, new street trees shall be planted not less than eight feet, nor more than nine feet from the street curb or pavement edge, unless otherwise specified by the city forester. New trees to be planted on private property by the city, or by private landowners to meet street tree planting requirements in cases that are first approved by the city forester, must be five to twelve feet behind sidewalks, and must adhere to the requirements of Section 19.06.120(H) of the Whitewater Municipal Code.

(Ord. 1619A §1, 2006; Ord. 1291 §§1, 2, 1994; Ord. 1001 §2, 1982; prior code §6.01(10)(part)).
(Ord. No. 1618B, § 1, 12-19-2006)

12.24.020 Approved trees.

No tree shall be planted in any public street unless it has been approved by the University of Wisconsin College of Agriculture and Life Sciences or as approved by the city forester.

(Ord. 1001 §1, 1982).

12.24.030 Trimming and removal by city.

- (a) The city forester or his duly authorized representative may cause to be trimmed, sprayed, pruned, or removed any trees, shrubs, plants or other vegetation in any public street right-of-way, whether such right-of-way includes physical public street improvements or not, or on other city-owned land, if one or more of the following conditions exists:
- (1) The city decides that public improvements are required in said street right-of-way or other public lands, including but not limited to any of the street improvements listed in Section 18.04.070 of the Whitewater Municipal Code, and further that the city forester determines that the safe and practical installation of such public improvements requires the trimming, spraying, pruning, or removal of said vegetation.
 - (2) The vegetation interferes with the function or condition of existing public or utility improvements located within, over, or under the public street right-of-way or other city-owned lands.
 - (3) A condition described in Section 12.24.040 exists, and the property owner does not take remedial action as directed by the city forester within the required timeframe.
 - (4) The vegetation is both located within the required triangular vision space as described in Section 19.51.010 of the Whitewater Municipal Code and violates the planting height criteria specified in that section.
 - (5) The vegetation is both located within the required vision triangle for private driveways abutting public streets as described in Section 19.06.120 of the Whitewater Municipal Code and violates the planting height criteria specified in Section 19.51.010
 - (6) The vegetation impedes the visibility of pedestrian, bicycle, or automobile traffic that is adjacent to a private property or is entering or leaving a private property.
 - (7) The vegetation negatively affects the efficient provision of utility service, emergency services, mail delivery, or other essential public services.
- (b) City trimming, spraying, pruning, or removal of vegetation in any public street right-of-way or other city-owned land shall be at the expense of the city, except that where the adjoining private property owner planted such vegetation after January 1, 2007, city trimming, spraying, pruning, or removal of such vegetation shall be at the expense of the adjoining private property owner. This exception shall apply where the adjoining private property owner is a developer who platted the vegetation at the direction of the city.
- (c) In the interpretation of this section, priority shall be placed on the preservation of healthy street trees. Tunneling, grading, directional boring, or other alternatives will be considered prior to removal. Removal of vegetation under this section may be undertaken where the city forester determines that other actions short of removal will not satisfactorily address the condition, issue, or problem. Light pole placement will be determined by several criteria including the location of existing trees.
- (d) Existing plantings in city rights-of-way shall be removed only when imminent sidewalk and/or infrastructure construction or public safety issues create the need. In the event of sidewalk and/or infrastructure construction, or light pole installation, every effort will be made to save healthy mature trees if they are in the proposed terrace area proper and not where the proposed sidewalk will be.

(Ord. 1619A §2, 2006; Ord. 1291 §3, 1994; prior code §6.01(10)(b)).

(Ord. No. 1618B, § 2, 12-19-2006)

12.24.040 Dangerous or diseased trees a nuisance.

- (a) Any tree or shrub growing in a public street, alley or any public place, or in private property, which is endangering or which in any way may endanger the security or usefulness of any public street, sewer, street light, or sidewalk, or which is diseased and may spread said disease to other trees, is a public nuisance, and the city may require the property owner to remove, trim, or spray such tree on private property. Failure of the property owner to remove, trim or spray such tree on private property after thirty' days written notice by mail has been given by the city is a violation of this chapter.
- (b) Every seven days after said thirty days have elapsed that the property owner continues to fail to remove, trim, or spray such tree(s) on private property is a new violation.
- (c) Certificate of Compliance Required. Any property owner ordered hereunder to remove, trim, or spray a tree on private property shall file a certificate of compliance with the city forester within seven days after such ordered removal, trimming or spraying has been completed. The certificate of compliance shall be on forms provided by the city forester. Failure of the property owner to file the certificate within the prescribed time is a violation of this chapter.
- (d) Appeals. Appeals from orders made hereunder may be made by filing written notice thereof with the city clerk within five days after such order is received, stating in substance that appeal is being made from such order to the city council. The clerk shall thereupon call such appeal to the attention of the city council at the next regular or special meeting, at which meeting the appellant and the city forester may present evidence. Action taken by the city council after such hearing shall be conclusive.

(Ord. 1291 §4, 1994; Ord. 725 §1, 1972; Ord. 701 §1, 1971; prior code §6.01(10)(c)).

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

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

(Ord. No. 1813A, § 1, 2-7-2011)

12.24.050 Abuse or mutilation of trees.

It is a violation of this chapter to abuse, destroy or mutilate any tree, shrub, or plant in any public street, or any other public place, or to attach or place any rope or wire (other than one used to support a young or broken tree), sign, poster, handbill or other thing to or on any tree growing in a public place, or to cause or permit any wire charged with electricity to come in contact with any such tree, or to allow any gaseous liquid or solid substance which is harmful to such trees to come in contact with their roots or leaves.

(Prior code §6.01(10)(d)).

12.24.060 State statutes adopted.

Section 27.09 of the Wisconsin Statutes of 1957 is hereby adopted and by reference made a part of this chapter with the same force and effect as though set forth in full herein, except as to such provisions which are in conflict with the provisions of this chapter.

(Prior code §6.01(10)(e)).

12.24.070 Storing dead elm wood unlawful.

The city is threatened with infestation of elm tree disease and as a control measure against such infestation it is unlawful for any person, firm or corporation to store dead elm wood in the city.

(Prior code §6.01(10)(f)(part)).

12.24.080 Penalty for violation.

Any person, firm or corporation fending against any of the provisions of this chapter shall forfeit and pay a penalty of not less than seventy-five dollars nor more than one hundred dollars, plus costs of prosecution and replacement cost of tree; and in default of payment of such penalty, shall be imprisoned in the county jail not to exceed thirty days.

(Ord. 1291 §5, 1994; Ord. 983 §55, 1982).

14.04.010 Codes adopted by reference.

- (a) The following provisions of the Wisconsin Administrative Code are adopted and future amendments, revisions or modifications of these portions are also incorporated herein. However, all provisions relating to any penalty to be imposed are not adopted and the municipal code shall govern violations of this section.
 - (1) ILHR 50 through 64, Wis. Adm. Code, inclusive;
 - (2) Ind. 160 through 164, Wis. Adm. Code, inclusive.
- (b) Chs. ILHR 20 through 25, Wis. Adm. Code, standards shall be reasonably applied by the building inspector to the additions and remodeling of existing one-family and two-family dwellings, it being the intention to apply the safety and energy conservation standards of the above Administrative Code chapters to the remodeling of existing structures in those instances where such standards can be applied without unreasonable expense to the applicant.
- (c) **Unsafe Buildings.** Wherever the building inspector finds any building or structure or part thereof which in his judgment is so old, dilapidated or has become so out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitation, occupancy or use that it would be unreasonable to repair the same; has been so damaged, destroyed or removed as to offend the aesthetic character of the immediate neighborhood; or produces blight or deterioration, he may order the owner of the premises to raze and remove it at the owner's expense. The provisions of Sec. 66.05, Wis. Stats., are adopted as a part of this chapter insofar as the same are applicable. When the public safety demands immediate action, the building inspector shall enter upon the premises with such assistance as may be necessary and cause the building or structure to be made safe or to be removed and the expense of such work may be recovered by the city in an action against the owner or tenant. The fire department shall give all reasonable assistance to the building inspector in such work.

(Ord. 1214 §1, 1991).

14.04.020 Definitions.

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Chapter 14.05 BUILDING MAINTENANCE AND REPAIR STANDARDS >>

Chapter 14.05 BUILDING MAINTENANCE AND REPAIR STANDARDS

Sections:

- 14.05.010 Legislative findings.
- 14.05.020 Purpose.
- 14.05.030 Applicability.
- 14.05.040 Title.
- 14.05.050 Warning and disclaimer of liability.
- 14.05.100 Definitions.
- 14.05.200 Responsibilities of owners and occupants.
- 14.05.300 Minimum standards for basic equipment and facilities.
- 14.05.310 Minimum standards for light, ventilation and electricity.
- 14.05.320 Minimum heating standards.
- 14.05.330 General requirements relating to safe and sanitary maintenance of premises.
- 14.05.340 Maximum density, minimum space, use and location requirements.
- 14.05.400 Powers and duties of the building inspector.
- 14.05.410 Enforcement procedures.
- 14.05.420 Repairs and other corrective action.
- 14.05.430 Applications for reconsideration, hearings and appeals.
- 14.05.440 Emergencies.
- 14.05.450 Penalties.
- 14.05.500 Conflict of ordinances—Effect of partial invalidity.
- 14.05.510 Effective date.

14.05.010 Legislative findings.

The common council finds that there exists, and may in the future exist, within the city, buildings or structures that are likely to affect, by reason of their maintenance or lack of maintenance, the health, safety and general welfare of the citizens of this community. It is declared that there is a need for the establishment of certain standards relating to the maintenance and repair of buildings, structures and surrounding areas. It is further declared that failure to maintain buildings and surrounding areas in a reasonable state of repair affects the value of other properties in the area, and adversely affects the environment and living conditions in the area.

(Ord. 1217 (9/17/91) §1(part), 1991).

14.05.020 Purpose.

- (a) It is the purpose of this chapter to improve and/or protect the visual image of the city.
- (b) It is also the purpose of this chapter to establish and enforce health, safety and welfare standards in order to promote the general welfare of the people.

(Ord. 1217 (9/17/91) §1(part), 1991).

14.05.030 Applicability.

- (a) The provisions of this chapter shall apply uniformly to the maintenance, use and occupancy of all buildings, structures and premises within the jurisdiction of the city irrespective of when originally constructed or rehabilitated.
- (b) However, any legally established use or structure existing prior to the effective date of this title that does not conform with the provisions of this title because of size of rooms, size of windows, height of ceilings or other basic structural dimensions shall be considered a legal nonconforming use under the provisions of Chapter 19.60 of this code. However, such nonconforming use of the structure shall not be extended, enlarged, moved or structurally altered except when required to do so by law or order, or so as to comply with the provisions of this title. Normal maintenance is permitted. This provision shall not be interpreted to disallow the extension or enlargement of a structure in respect to those dimensions that are or may still be in conformance with this title so long as such extensions or enlargements do not thereby create additional nonconforming dimensions.

(Ord. 1217 (9/17/91) §1(part), 1991).

14.05.040 Title.

This chapter shall be known and may be cited as the "property maintenance code."

(Ord. 1217 (9/17/91) §1(part), 1991).

14.05.050 Warning and disclaimer of liability.

The degree of protection intended to be provided by this chapter is considered reasonable for regulatory purposes. This chapter does not imply that compliance will result in freedom from damages nor shall this chapter create a liability on the part of or a cause of action against the city or any officer or employer for any damage that may result from reliance on this chapter. Lack of enforcement of the standards, rules and regulations contained herein shall not create a liability on the part of the city or its officers and agents notwithstanding the issuance of permits or inspection of the premises.

(Ord. 1217 (9/17/91) §1(part), 1991).

14.05.100 Definitions.

The following definitions shall apply in the interpretation and enforcement of this chapter. Words and phrases not herein otherwise defined shall have the meanings accepted by common usage in other city and state of Wisconsin Codes and Statutes or the common definition set forth in a standard dictionary.

- (1) "Accessory use or structure" means a use or detached structure subordinate to the principal use of structure, land, or water and located on the same lot or parcel serving a purpose customarily incidental to the principal use of the principal structure.
- (2) "Appropriate Authority" means that person within the governmental structure of the corporate unit who is charged with the administration of the appropriate code, or their designated representative.
- (3) "Approved" means approved by the local or state authority having such administrative authority.
- (4)

- "Building Inspector" means the person vested with the authority and responsibility by the city to enforce this chapter.
- (5) "Central heating system" means a single system supplying heat to one or more dwelling unit(s) or more than one rooming unit.
 - (6) "Chimney" means a vertical masonry shaft of reinforced concrete, or other approved noncombustible, heat-resisting material enclosing one or more flues, for the purpose of removing products of combustion from solid, liquid or gaseous fuel.
 - (7) "Dwelling" means any enclosed space wholly or partly used or intended to be used for living and sleeping, whether or not cooking and eating facilities are provided; manufactured housing and modular construction, which conform to nationally accepted industry standards and used or intended for use for living and sleeping purposes shall be classified as dwellings. (See definition of "unit").
 - (8) "Flush water closet" means a toilet bowl which is flushed with water which has been supplied under pressure and equipped with a water-sealed trap under the floor level.
 - (9) "Grade" means the average finished level of the adjacent ground.
 - (10) "Guest" means an individual who shares a dwelling unit in a nonpermanent status for not more than thirty days in a six-month period.
 - (11) "Habitable room" means a room or enclosed floor area used or intended to be used for living or sleeping purposes excluding bathrooms, water closet compartments, basement laundries, furnace rooms, utility rooms of less than fifty square feet of floor space, communicating corridor stairways, closets, storage spaces, unheated areas and workshops and hobby areas below ground level.
 - (12) "Heated water" means water heated to a temperature of not less than one hundred ten degrees at the outlet.
 - (13) "Occupant" means any individual having possession of a premises or any individual over one year of age, living, sleeping, cooking or eating in or having possession of a dwelling unit; except that in dwelling units a guest shall not be considered an occupant.
 - (14) "Operator" means any person who has charge, care, control, or management of a building, or part thereof, in which building units are let.
 - (15) "Owner" means any person who, alone or jointly or severally with others:
 - (A) Has legal title to any premises, building, or building unit, with or without accompanying actual possession thereof; or
 - (B) Has charge, care or control of any premises, building, or building unit, as owner or agent of the owner, or an executor, administrator, trustee or guardian of the estate of the owner. Any such person thus representing the actual owner shall be bound to comply with the provisions of this chapter and of rules and regulations adopted pursuant thereto, to the same extent as if he were the owner.
 - (16) "Person" means and includes any individual, firm, corporation, association, partnership, cooperative or governmental agency.
 - (17) "Plumbing" means and includes all of the following supplied facilities and equipment: gas pipes, gas burning equipment, water pipes, garbage disposal units, waste pipes, water closets, sinks, installed dishwashers, lavatories, bathtubs, shower baths, installed clothes-washing machines, catchbasins, drains, vents and any other similar supplied fixtures, and the installation thereof, together with all connections to water, sewer, or gas lines.

- (18) "Premises" means a platted lot or part thereof or unplatted lot or parcel of land or plat of land, either occupied or unoccupied by a dwelling or nondwelling structure, and includes any such building or part thereof, accessory structure or other structure thereon.
- (19) "Privacy" means the existence of conditions which will permit an individual or individuals to carry out an activity commenced without interference, either by sight or sound by other individuals.
- (20) "Rodent and/or animal pest-proofing" means a form of construction which will prevent the ingress or egress of rodents and/or animal pests to or from a given space of building, or from gaining access to food, water, or harborage. It consists of the closing and keeping closed of every opening in foundations, basements, cellars, exterior and interior walls, ground or first floors, roofs, sidewalk gratings, sidewalk openings, and other places that may be reached and entered by rodents and/or animal pests by climbing, burrowing or other methods, by the use of materials impervious to rodent-gnawing and other methods.
- (21) "Supplied" means paid for, furnished by provided by, or under the control of the owner, operator, or agent.
- (22) "Unit" means a room or group of rooms located within a building forming a single habitable or business unit or any other part of a premise controlled by another.

(Ord. 1217 (9/17/91) §1(part), 1991).

14.05.200 Responsibilities of owners and occupants.

- (a) No owner or individual shall occupy or let to another individual any premises or premises unit unless it is safe, clean, sanitary and complies with all applicable legal requirements of the state and the city.
- (b) Every owner of a premises containing two or more dwelling units shall be responsible for maintaining, in a clean and sanitary condition, the shared or public areas of the premises thereof.
- (c) Every occupant of a premises or premises unit shall maintain in a clean and sanitary condition that part or those parts of the premises or premises unit that he/she occupies and controls. Vacant premises shall be maintained in a clean and sanitary condition by the owner.
- (d) Every occupant of a premises or premises unit shall store and dispose of all his/her rubbish in a clean, sanitary and safe manner, and comply with the provisions of Chapter 8.24 "Rubbish" and Chapter 8.28 "Garbage and Rubbish Collection" of this code.
- (e) Every rental dwelling unit shall have storm or thermal windows in season and have window screens providing ventilation except where there is supplied some other device affording adequate ventilation which is approved by the appropriate authority.
- (f) Every occupant of a premises containing a single unit shall be responsible for the extermination of insects, rodents and/or animal pests on the premises; and every occupant of a premises unit in a premises containing more than one premises unit shall be responsible for such extermination whenever his premises unit is the only one infested. Notwithstanding the foregoing provisions of this subsection, whenever infestation is caused by failure of the owner to maintain a premises in a reasonably insect, rodent and/or animal pestproof condition, extermination shall be the responsibility of the owner. Whenever infestation exists in two or more of the premises units in any premises or in the shared or public parts of any

premises containing two or more premises units, extermination thereof shall be the responsibility of the owner.

- (g) Owners or occupants of a premises or premises unit shall comply with the provisions of Chapter 7.48 "Storing Junk on Property" of this code.
- (h) Every occupant of a premises unit shall keep all installed heating, ventilating, electrical and plumbing fixtures in a clean, sanitary and operable condition and shall be responsible for the exercise of reasonable care in the proper use and operation thereof.
- (i) In every dwelling unit when the control of the supplied heat is the responsibility of a person other than the occupant, a temperature of at least sixty-seven degrees Fahrenheit shall be maintained in all habitable rooms, bathrooms, and water closet compartments at a distance of forty-eight inches above the floor level, under average minimum winter temperatures.
- (j) Every owner, operator, occupant of any premises or vehicle operator shall comply with the provisions of Chapters 19.51 "Traffic Parking and Access" of this code.
- (k) Every owner or occupant of any premises shall comply with the provisions of Chapter 7.22 governing the cutting of grass and noxious weeds.
- (l) Every owner, operator, or occupant of any premises shall comply with the provisions of Chapters 7.20 and 19.57 prohibiting noise pollution, air pollution, and noxious odors.
- (m) Every owner, operator or occupant of any premises shall comply with the provisions of Chapter 12.20 of this code pertaining to the maintenance of sidewalks fronting their property.
- (n) No owner, operator or occupant of a building, building unit, or premises shall suffer, permit or allow any condition which may be dangerous to young children because of their inability to appreciate peril and may reasonably be expected to attract them to premises.
- (o) Every owner, operator or occupant of any premises shall comply with the provisions of Chapter 5.56 of this code, restricting the storage of junked, disassembled, inoperable or unlicensed vehicles.

(Ord. 1217 (9/17/91) §1(part), 1991).

14.05.300 Minimum standards for basic equipment and facilities.

No person shall occupy as owner, occupant or let to another for occupancy, any dwelling or dwelling unit, for the purposes of living, sleeping, cooking or eating therein, which does not comply with the following requirements:

- (1) Every dwelling unit having a kitchen or kitchenette shall be equipped with the following:
 - (A) A kitchen sink in good working condition and properly connected to a water supply system which is approved by the appropriate authority and which provides at all times an adequate amount of heated and unheated running water under pressure, and which is connected to an approved sewer system.
 - (B) Cabinets and/or shelves for the storage of eating, drinking and cooking equipment and utensils and of food that does not under ordinary summer conditions require refrigeration for safekeeping; and a counter or table for food preparation; said cabinets and/or shelves and counter or table shall be of sound construction furnished with surfaces that are easily cleanable and that will not impart any toxic or deleterious effect to food.
 - (C) A stove or similar device for cooking food, and a refrigerator or similar device, for the safe storage of food at temperatures less than fifty degrees Fahrenheit but more than thirty-two degrees Fahrenheit, which are properly installed with

all necessary connections for safe, sanitary and efficient operation; provided that such stove, refrigerator and/or similar devices need not be installed when a dwelling unit is not occupied. Repair, maintenance and replacement of the appliances shall be the responsibility of the owner of the appliance.

- (2) Within every dwelling unit there shall be a non-habitable room which affords privacy to anyone within said room and which is supplied with a flush water closet in good working condition and within every dwelling unit let to another there shall be one such closet for each ten persons or fraction thereof. Said flush water closet shall be equipped with easily cleanable surfaces, and shall be connected both to a water system that at all times provides an adequate amount of running water under pressure to cause the water closet to be operated properly, and to a sewer system which is approved by the appropriate authority.
- (3) Within every dwelling unit there shall be a lavatory sink. Said lavatory sink, may be in the same room as the flush water closet, or if located in another room, the lavatory sink shall be placed in close proximity to the door leading directly into the room in which said water closet is located. The lavatory sink shall be in good working condition and properly connected to a water supply system which is approved by the appropriate authority and which provides at all times an adequate amount of heated and unheated running water under pressure, and which is connected to a sewer system approved by the appropriate authority.
- (4) Within every dwelling unit there shall be a room which affords privacy to a person within said room and which is equipped with a bathtub or shower in good working condition. Said bathtub or shower may be in the same room as flush water closet or in another room and shall be properly connected to a water supply system which is approved by the appropriate authority and which provides at all times an adequate amount of heated and unheated water under pressure.
- (5) Every dwelling unit in a one-story or two-story dwelling shall have at least two approved means of egress leading to a safe and open space at ground level. Every dwelling unit in a multiple dwelling shall have immediate access to two or more approved means of egress leading to a safe and open space at ground level, or as otherwise permitted by the laws of this state and the city.
- (6) All stairway landings, platforms, roof decks or similar elevations or depressions more than two feet above or below adjacent grade or floor level shall have a guard rail on the open sides thereof, at least thirty-six inches in height, with an intermediate rail at midheight or vertical rails at eleven inches maximum spacing on center. Stairways on the outside of buildings and an integral part thereof, having more than three risers, shall have a handrail on each side. Alternate systems providing at least the same degree of protection, approved by the appropriate authority shall be acceptable.
- (7) Access to or egress from each dwelling unit shall be provided without passing through any other dwelling or dwelling unit, except common areas provided for such purpose.
- (8) No person shall let to another for occupancy any dwelling or dwelling unit unless each exterior door of the dwelling unit is equipped with a safe, functioning locking device.

(Ord. 1217 (9/17/91) §1(part), 1991).

14.05.310 Minimum standards for light, ventilation and electricity.

No person shall occupy as owner, occupant, or let to another for occupancy, any dwelling unit, for the purpose of living therein, which does not comply with the requirements of this section.

- (1) Every habitable room shall have at least one window or skylight facing outdoors; provided, that if connected to a room or area used seasonally (e.g., porch), then adequate daylight must be possible through this interconnection. The minimum total window or skylight area, measured between stops, for such room shall be at least eight percent of the floor area.
- (2) Fifty percent of the minimum window area size or minimum skylight type of window size, as required in subsection 1 of this section, shall be easily opened except where there is supplied some other device affording adequate ventilation which is approved by the appropriate authority.
- (3) Every bathroom and water closet compartment and nonhabitable room used for food preparation shall comply with the light and ventilation requirement for habitable rooms contained in this section except that no window or skylight shall be required in such rooms if they are equipped with a ventilation system in working condition which is approved by the appropriate authority.
- (4) Every dwelling unit and all public and common areas shall be supplied with electric service, outlets, and fixtures which shall be properly installed and maintained in good and safe working condition and connected to a source of electric power in a manner prescribed by the ordinances, rules, and regulations of the city. The minimum capacity of such services and the minimum number of outlets and fixtures shall be as follows:
 - (A) Floor or Wall Type Electrical Outlets.
 - (i) Kitchen. One floor or wall electrical outlet for each sixty square feet or fraction thereof of total floor area and in no case less than three such outlets;
 - (ii) Bedroom, Living Room, Dining Room. Two floor or wall type electric outlets for the first ninety-nine square feet or fraction thereof and an additional outlet for each additional fifty square feet or fraction thereof;
 - (iii) Bathroom, Water Closet Compartment, Utility Room and Workshop. One floor or wall type electric outlet for each room.
 - (B) Electric Light Fixtures. Every bathroom water closet compartment, kitchen, kitchenette, laundry room, furnace room, utility room, foyer, communicating corridor, and interior stairway, shall contain at least one electric light fixture with convenient switches or equivalent devices for turning on one light in each room or passageway located so as to permit the area ahead to be lighted.
- (5) Every public hall and stairway in every multiple dwelling containing more than three units shall be adequately lighted by natural or electric light at all times. Every public hall and stairway in structures containing not more than three dwelling units may be supplied with conveniently located light switches controlling an adequate lighting system which may be turned on when needed instead of fulltime lighting.
- (6) However, any legally established electrical fixtures and outlets or arrangement of electrical fixtures and outlets existing prior to the effective date of this title shall be considered a legal nonconforming use under the provisions of Chapter 19.60 of this code.

(Ord. 1217 (9/17/91) §1(part), 1991).

14.05.320 Minimum heating standards.

No person shall occupy as owner, occupant, or let to another for occupancy, any dwelling or dwelling unit for the purpose of living therein which does not comply with the following requirements:

- (1) Every dwelling shall have heating facilities which are properly installed and are maintained in safe and good working condition and are capable of safely and adequately heating all habitable rooms, bathrooms, and water closet compartments in every dwelling unit located therein to a temperature of at least sixty-seven degrees Fahrenheit at a distance of forty-eight inches above floor level under average minimum winter temperature.
- (2) No owner or occupant shall install, operate or use a means of heating employing a flame that is not vented outside the structure in an approved manner.

14.05.330 General requirements relating to safe and sanitary maintenance of premises.

No person shall occupy as owner, occupant, or let to another for occupancy, a premises or premises unit which does not comply with requirements of the applicable Wisconsin Administrative Code regarding safe and sanitary maintenance of parts of buildings and with the following requirements:

- (1) Every exterior wall shall be free of deterioration, holes, breaks, loose or rotting board or timbers.
- (2) Structures that are finished with paint or stain should have paint or stain applied as necessary to maintain exterior building surfaces. When the building has more than thirty percent deterioration of its finished surface due to peeling or chipping on any wall, that entire wall shall be painted or stained. Such painting and staining shall be completed within ninety days from the date of the first application.
- (3) All exterior cornices, moldings, lintels, sills, oriel windows, and similar projections shall be kept in good repair and free from cracks and defects which make them hazardous or unsightly.
- (4) Roof surfaces shall be tight and have no defects which admit water. All roof drainage systems shall be secured and properly hung.
- (5) Chimneys, antennas, air vents and other similar projections shall be structurally sound and in good repair. Such projections shall be secured properly, where applicable, to an exterior wall or exterior roof.
- (6) Every yard, court, passageway, driveway and other portion of the lot on which the dwelling stands shall be graded and drained so as to comply with Section 19.57.110 of this code. Driveways shall be maintained in good repair to avoid an unsightly nuisance such as potholes.
- (7) Every window, exterior door and hatchway or similar device shall be rodentproof and reasonably watertight and weathertight and shall be kept in working condition and good repair.
- (8) Every premises shall be maintained in a ratfree and ratproof condition.
- (9) All fences provided by the owner or agent on the premises and/or all fences erected or caused to be erected by an occupant shall be constructed of manufactured metal fencing material, wood, masonry, or other inert material. Such fences shall be maintained in good condition. The permissible height and other characteristics of all fences shall conform to the appropriate statutes ordinances, and regulations of the

city and the state. Wherever any egress from the premises opens into the fenced area, there shall be a separate means of egress from the fenced area.

- (10) Accessory structures present or provided by the owner, agent or tenant occupant on the premises shall be structurally sound and be maintained in good repair. The exterior of such structures shall be made weather-resistant through the use of decay-resistant materials or the use of paint or other preservatives.
- (11) Every foundation, roof, floor, exterior and interior wall, ceiling, inside and outside stair, every porch, and every appurtenance thereto shall be safe to use and shall be kept in sound condition and good repair. Every inside and outside stair or step shall have uniform risers and uniform treads. Floors shall not be loaded beyond a safe load.
- (12) Every plumbing fixture and all water and waste pipes shall be properly installed and maintained in good sanitary working condition. No owner, operator or occupant of any premises shall permit or allow to remain any connection of roof leaders, surface drains, foundation footing drains, or any other clear water drains to a building sewer or drain which discharges into a sanitary sewer or private sewage treatment facility. Cross-connections of water lines are prohibited. Connection to the potable water supply system of any fixture or installation creating a backflow or backsiphonage hazard, without backflow or backsiphonage protection as approved by the appropriate authority, is prohibited.
- (13) No owner, operator or occupant shall cause without proper authority any service, facility, equipment or utility, which is required under this chapter, to be removed or shut off from or discontinued from any occupied dwelling or dwelling unit let or occupied by him, except for such temporary interruption as may be necessary while actual repairs or alterations are in progress or during temporary emergencies when discontinuance of services is necessary for safety reasons.

(Ord. 1217 (9/17/91) §1(part). 1991).

14.05.340 Maximum density, minimum space, use and location requirements.

No person shall occupy or let to be occupied any dwelling or dwelling unit for the purpose of living therein unless there is compliance with the requirements of this section.

- (1) The maximum occupancy of any dwelling let to another shall be limited by the following requirement: for each occupant at least one hundred twenty-five square feet of floor space, the floor space to be calculated on the basis of total habitable room area. "Occupant" shall not include any person under eighteen years of age, for the purpose of this subsection.
- (2) The ceiling height of any habitable room shall be at least seven feet, except that in any habitable room under a sloping ceiling at least one-half of the floor area shall have a ceiling height of at least seven feet and the floor area of that part of such room where the ceiling height is less than five feet shall not be considered as part of the floor area in computing the total floor area of the room for the purpose of determining the maximum permissible occupancy.
- (3) No space located partially below grade shall be approved for use as a habitable room of a dwelling unit unless:
 - (A) The floor and those portions of the walls are of waterproof and dampproof construction;
 - (B) The minimum window area is equal to at least as required in Section 14.05.310 of this chapter and such window area is located entirely above the grade of the

ground adjoining such window area, or if windows are located wholly or partly below grade, there be constructed a properly drained window well whose open area is equal to or greater than the area of the masonry opening for the window; the bottom of the window well is below the top of the impervious masonry construction under the window and the minimum horizontal distance at a right angle from any point of the window well is equal to or greater than the vertical depth of the window well as measured from the bottom of the opening for the window;

- (C) The total openable window area in each room is equal to at least the minimum as required under Section 14.05.310 of this chapter, except where some other approved devices affording adequate ventilation and humidity control are supplied;
 - (D) There are no pipes, ducts or other similar obstructions less than six feet eight inches above the floor level which interfere with the normal use of the room or area.
- (4) In every dwelling unit of two or more rooms, every room occupied for sleeping purposes shall contain at least fifty-three square feet of floor space for each occupant thereof. Every room for sleeping purposes shall have immediate passage to at least four square feet of floor-to-ceiling height closet space for personal effects of each permissible occupant; if it is lacking, in whole or in part, an amount of space equal in square footage to the deficiency shall be subtracted from the area of sleeping room space used in determining permissible occupancy. For each occupant at least one hundred twenty-five square feet of floor space, the floor space to be calculated on the basis of total habitable room area. Occupant shall not include any person under eighteen years of age, for the purpose of this subsection.
- (5) No dwelling or dwelling unit containing two or more sleeping rooms shall have such room arrangements that access to a bathroom or water closet compartment intended for use by occupants of more than one sleeping room can be had only by going through another sleeping room, nor shall room arrangements be such that access to a sleeping room can be had only by going through another sleeping room. A bathroom or water closet compartment shall not be used as the only passageway to any habitable room, hall, basement, or cellar or to the exterior of the dwelling unit.

(Ord. 1217 (9/17/91) §1(part), 1991).

14.05.400 Powers and duties of the building inspector.

- (a) The building inspector shall enforce the provisions of this chapter and is authorized and directed to make inspections when he has valid reason to believe that a violation of this chapter or any rules and regulations pursuant thereto has been or is being committed.
- (b) For the purpose of making exterior inspections, the building inspector is authorized to examine and survey at all reasonable times during daylight hours the exterior portion of all buildings, structures or premises. Every owner or occupant shall give the building inspector free access to any said premises.
- (c) The building inspector may require any complainant reporting a violation of this chapter to submit the report in writing.
- (d) The building inspector or his designated representative having probable cause to believe a violation of this chapter exists, shall have authority to enter the interior of any such premises after at least a twenty-four-hour written notice has been given to the owner, or his agent and the occupant requesting an appointment for such entry and inspection. If, after such notice is

given, access is denied by both the owner and occupant, the building inspector may apply to the Circuit Court for a special inspection warrant.

(Ord. 1217 (9/17/91) §1(part), 1991).

14.05.410 Enforcement procedures.

Whenever the building inspector determines that there is a violation of any provision of this chapter, notice of such violation shall be given to the person or persons responsible therefor, which shall:

- (1) Be in writing;
- (2) Indicate the nature of the violation(s);
- (3) Be served upon the owner or his/her agent, and the occupant or operator(s), as the case may require. Such notice shall be deemed to be properly served upon such owner, or his/her agent, and occupant, or operator, if a copy thereof is:
 - (A) Served upon him/her personally, or
 - (B) Sent by registered or certified mail to his/her last known address, and posted in a conspicuous place in or about the building or structure affected by notice;
- (4) State a reasonable amount of time, generally within thirty days, but not to exceed sixty days, unless there are extraordinary circumstances involved, to correct or abate the violation;
- (5) Advise the person served of the right to request a hearing before the board of zoning appeals to appeal the building inspector's order and that the notice shall become an order of the building inspector ten days after service unless such a hearing is requested.

(Ord. 1217 (9/17/91) §1(part), 1991).

14.05.420 Repairs and other corrective action.

- (a) Whenever an owner, operator or agent of a premises or premises unit fails, neglects or refuses to make repairs, raze or remove, make safe by repairs or other corrective action called for, the building inspector may undertake such repairs or action when in the building inspector's judgment a failure to make them will endanger the public health, safety or welfare. If the owner fails to repair or remove a building which is dilapidated or blighted to the extent that such building, dwelling, or structure offends the aesthetic character of the immediate neighborhood or produces blight or deterioration by reason of such condition the building inspector may apply to the Circuit Court for an order determining that such building, dwelling, or structure constitutes a public nuisance and the defect shall be remedied.
- (b) A separate notice of intention to make repairs or take other corrective action shall be served upon the owner, operator or agent pursuant to Section 14.05.410
- (c) Every owner, occupant, operator or agent of a premises or premises unit who has received notice of the intention of the building inspector to make repairs or take other corrective action shall give entry and free access to the agent of the building inspector for the purpose of making such repairs. Any owner, occupant, operator or agent of a dwelling or dwelling unit who refuses, impedes, interferes with, hinders, or obstructs entry to the premises pursuant to notice of intention to make repairs or take other corrective action shall be subject to a civil penalty of a minimum of one hundred dollars plus court costs for each day said party fails to comply with this section.
- (d)

When repairs are made or other corrective action taken at the direction of the building inspector and the owner, operator or occupant fails to pay for the expense of such repairs, the cost of such repairs and corrective action may be levied and collected as a special charge or special tax upon the lot or land on which such work is done.

(Ord. 1217 (9/17/91) §1(part), 1991).

14.05.430 Applications for reconsideration, hearings and appeals.

(a) Hearings.

- (1) Any person who receives a notice from the building inspector issued in connection with any alleged violation of the provisions of this chapter or of any applicable rules and regulations pursuant thereto or any order requiring repair or demolition pursuant thereto or any order requiring repair or demolition pursuant to Section 14.05.410 of this chapter, may file with the city clerk of the city a petition to the board of zoning appeals for a hearing setting forth his/her reasons for contesting the notice or order.
- (2) Such petition shall be filed with the city clerk within ten days after receipt of notice of violation.
- (3) Upon receipt of a valid petition, the city clerk shall schedule the hearing within twenty days after receipt of the petition and notify the petitioner of the hearing date, time and location.
- (4) At the hearing, the petitioner shall be given an opportunity to show cause why the notice or order should be modified or withdrawn or why the period of time permitted for compliance should be extended.
- (5) The board of zoning appeals of the city shall have the power to affirm, modify or revoke the notice or order and may grant an extension of time for the performance of any act required where the board of zoning appeals of the city finds that there is practical difficulty or undue hardship connected with the performance of any act required by the provisions of this chapter or by applicable rules or regulations issued pursuant thereto and that such extension is in harmony with the general purpose of this chapter to secure the public health, safety and welfare.
- (6) The board of zoning appeals may grant variances from the provisions of this chapter or from applicable rules and regulations issued pursuant thereto when the board of zoning appeals finds that there is practical difficulty or unnecessary hardship connected with the performance of any act required by this chapter and applicable rules and regulations pursuant thereto; that strict adherence to such provisions would be arbitrary in the case at hand; that an extension of time would not provide an appropriate remedy in the case at hand; that such variance is in harmony with the general purpose of this chapter to secure the public health, safety, and welfare.

- (b) Appeals. Any person aggrieved by the final decision of the board of zoning appeals of the city may obtain judicial review by filing in a court of competent jurisdiction within twenty days of the announcement of such decision a petition praying that the decision be set aside in whole or in part. A copy of each petition so filed shall be forthwith transmitted to the board of zoning appeals which shall file with the court a record of the proceedings upon which it based its decision. Upon the filing of such record, the court shall affirm, modify or vacate the decision complained of in whole or in part. The findings of the board of zoning appeals with respect to questions of fact shall be sustained if supported by substantial evidence on the record, considered as a whole.

14.05.440 Emergencies.

Whenever in the judgment of the building inspector, an emergency exists which requires immediate action to protect the public health, safety or welfare, an order may be issued without notice, conference or hearing, directing the owner, occupant, operator or agent to take appropriate action to correct or abet the emergency. If circumstances warrant, the building inspector may act to correct the emergency.

(Ord. 1217 (9/17/91) §1(part), 1991).

14.05.450 Penalties.

Any person who is deemed to have notice and any owner, occupant, operator or agent of a building or premises or any person making use of a premises who has received a notice as provided in Section 14.05.410 and who fails, neglects or refuses to comply with, or permits violation of the ordinance provisions set forth in such notice at any time after the specified reasonable consideration period, or any person regardless of notice who fails to conform with these ordinance provisions shall be subject to a forfeiture of a minimum of one hundred dollars plus court costs for each day said party fails to comply with this section.

(Ord. 1217 (9/17/91) §1(part), 1991).

14.05.500 Conflict of ordinances—Effect of partial invalidity.

- (a) In any case where a provision of this chapter is found to be in conflict with a provision of any zoning, building, fire, safety or health ordinance or code of the city existing on the effective date of the ordinance codified in this chapter, the provision which established the higher protection of the health and safety of the people shall prevail. In any case where a provision of this chapter is found to be in conflict with a provision of any other ordinance or code of the city existing on the effective date of the ordinance codified in this chapter, which established a lower standard for the promotion and protection of the health and safety of the people, the provisions of this chapter shall be deemed to prevail.
- (b) If any section, subsection, paragraph, sentence, clause or phrase of this chapter should be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this chapter which shall remain in full force and effect and to this end the provisions of this chapter are hereby declared to be severable.

(Ord. 1217 (9/17/91) § 1(part), 1991).

14.05.510 Effective date.

This chapter is effective upon passage and publication as required by law.

(Ord. 1217 (9/17/91) § 1(part), 1991).

Sections:14.06.010 Adoption of Wisconsin State Electrical Code.14.06.020 Inspection.14.06.100 Permit fees for electric permits.14.06.110 Penalty for violations.**14.06.010 Adoption of Wisconsin State Electrical Code.**

The Wisconsin State Electrical Code is adopted in its entirety and by reference made a part of this code. A copy of said code shall at all times be kept on file in the department of public works.

(Ord. 874 §1(part), 1976).

14.06.020 Inspection.

The director of public works shall have the right of entry and inspection set forth under Chapter 1.28.

(Ord. 874 §1(part), 1976).

14.06.100 Permit fees for electric permits.

Permit fees for electrical permits shall be set by resolution of the common council and shall be kept on file at the offices of the city clerk and code enforcement director.

(Ord. 1230 §4, 1992; Ord. 965 §2, 1981; Ord. 874 §1(part), 1976; prior code §10.38(12)).

14.06.110 Penalty for violations.

Any person, firm or corporation, who violates, disobeys, neglects, omits, or refuses to comply with, or who resists the enforcement of any of the provisions of this chapter shall, upon conviction, forfeit not less than twenty-five dollars or not more than two hundred fifty dollars, plus costs of prosecution for the first offense; and for second and subsequent offenses not less than fifty dollars nor more than two hundred fifty dollars, plus costs of prosecution; and in default of payment of such forfeiture and costs shall be imprisoned in the county jail until the forfeiture and costs are paid, but not to exceed thirty days for each violation. Each day that a violation continues to exist shall constitute a separate offense.

(Ord. 983 §61, 1982).

14.08.346 Cross connections—Shutoff for violation.

The Whitewater water utility is authorized and directed to discontinue water service to any property wherein any connection in violation of Sections 14.08.342 through 14.08.347 exists, and to take such other precautionary measures deemed necessary to eliminate any danger of contamination of the public water system. Water service shall be discontinued only after reasonable notice and opportunity for hearing under Chapter 68, Wisconsin Statutes, within ten days of hearing such emergency discontinuance.

(Ord. 1323 §2, 1995; Ord. 990 §5, 1982).

14.08.347 Cross connections—Emergency discontinuance.

If it is determined by the Whitewater water utility a cross connection or an emergency endangers public health, safety or welfare and requires immediate action, and a written finding to that effect is filed with the clerk of the city and delivered to the customer's premises, service may be immediately discontinued. The customer shall have an opportunity for hearing under Chapter 68, Wisconsin Statutes, within ten days of such emergency discontinuance.

(Ord. 990 §6, 1982).

Chapter 14.12 FIRE REGULATIONS [1]**Sections:**14.12.010 Adoption of Commerce Chapter 14 (Fire Prevention).14.12.020 Storage of gunpowder.14.12.030 Burning garbage.14.12.040 Penalty for violations.

14.12.010 Adoption of Commerce Chapter 14 (Fire Prevention).

(a)

The provisions of Commerce Chapter 14 (Fire Prevention) of the Wisconsin Administrative Code (including the adoption therein in Section 14.001 of the National Fire Protection Association, Uniform Fire Code, and all amendments and supplements thereto relating to fire protection), are adopted as a portion of this chapter so far as applicable, except as otherwise lawfully provided by the City of Whitewater Municipal Code. Premises in the City of Whitewater covered by said chapter shall comply with the provisions of Commerce Chapter 14 (Fire Prevention) of the Wisconsin Administrative Code.

(b)

Fire inspectors from the Whitewater Fire Department shall have the power to enforce this code and issue citations for violations of this section. Furthermore, if a fire inspector issues orders to correct a violation or condition, and said violation or condition is not corrected on a subsequent visit by a fire inspector, the fire inspector shall have the power to issue re-inspection fees under Chapter 1.29 to the offending party.

(c)

This subsection shall not be construed to hold the City of Whitewater or any of its officers, employees or agents, including the Whitewater Fire Department, its members, or any of its inspectors liable while discharging their duties in good faith and acting without malice, by reason of (1) any inspection or re-inspection authorized herein, or (2) approval or disapproval of any condition noted on, in, or about any premises within its jurisdiction.

(Ord. No. 1749A, § 1, 10-6-2009)

14.12.020 Storage of gunpowder.

No person shall keep or have, or suffer to be kept or had in any building or place owned or occupied by him in the city any gunpowder unless securely kept in a stone jar or tin or metal cannister with stone or metal cover, and no such jar shall be opened by or in presence of any artificial light other than the incandescent electric light. No person shall by or in the presence of any artificial light, except the incandescent electric light, sell, vend, give away, or weigh out, draw or measure any gunpowder, naphtha, benzine, benzole, or any other fluid made wholly or partly from coal oil or any of its products, except kerosene oil, or direct or suffer the same to be done.

(Ord. 983 §63(part), 1982; prior code §5.03(5)).

14.12.030 Burning garbage.

(a)

It is unlawful for any person, firm or corporation to burn garbage in any kind of a burner or open fire upon privately-owned property, whether owned by such person or not. However, garbage may be burned in an incinerator, constructed for that purpose, located within a building.

(b)

The enforcement of this section shall be by the city manager who may prohibit all burning of all materials when conditions are such to warrant a suspension of burning privileges. Notice of the suspension of burning privileges shall be by public announcement and by publication.

(Ord. 983 §63(part), 1982; Ord. 606 §1, 1968; prior code §5.03(6)).

14.12.040 Penalty for violations.

Whitewater, Wisconsin, Code of Ordinances >> Title 14 - BUILDINGS AND CONSTRUCTION* >>
Chapter 14.16 UNIFORM DWELLING CODE >>

Chapter 14.16 UNIFORM DWELLING CODE

Sections:

14.16.010 Adoption.

14.16.020 Building permit—Required.

14.16.030 Building permit—Fee.

14.16.040 Penalties.

14.16.050 Severability.

14.16.010 Adoption.

- (a) Chapter Ind 22, Wisconsin Administrative Code, Energy Conservation Standards of the One- and Two-Family Dwelling Code, as adopted, and Chapters Ind 20, 21, 23, 24 and 25, as adopted, and all amendments thereto, are adopted and incorporated in this code by reference.
- (b) The building inspector, as certified by the Department of Industry, Labor and Human Relations, is authorized and directed to administer and enforce all of the provisions of the Wisconsin Uniform Dwelling Code.
- (c) Any existing ordinances pertaining to the construction of new dwellings that conflict with the Uniform Dwelling Code are hereby repealed.

(Ord. 1017 §1(part), 1983).

14.16.020 Building permit—Required.

No person shall build or cause to be built any one- or two-family dwelling without first obtaining a state uniform building permit for such dwelling. Such building permit shall be furnished by the city of Whitewater. A copy of such permit issued shall be filed with the city of Whitewater building department.

(Ord. 1017 §1(part), 1983).

14.16.030 Building permit—Fee.

The building permit fee shall be determined by the city council and shall be kept on file in the office of the building inspector for the city of Whitewater.

(Ord. 1017 §1(part), 1983).

14.16.040 Penalties.

The council shall provide for the enforcement of this chapter and all other laws and ordinances relating to buildings by means of the withholding of building permits, imposition of forfeitures, and injunctive action.

(Ord. 1017 §1(part), 1983).

14.16.050 Severability.

If any section, clause, provision or portion of this chapter or Wisconsin Administrative Code Chapters Ind 20, 21, 22, 23, 24 and 25 is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remaining provisions shall not be affected thereby.

(Ord. 1017 §1(part), 1983).

Whitewater, Wisconsin, Code of Ordinances >> Title 16 - WATER AND SEWERS* >> Chapter 16.12
SEWER REGULATIONS >>

Chapter 16.12 SEWER REGULATIONS

Sections:

- 16.12.010 Sewer district.
- 16.12.011 Management.
- 16.12.020 Sewer plan.
- 16.12.030 Sanitary sewers.
- 16.12.040 Storm sewers.
- 16.12.050 Construction requirements.
- 16.12.060 Connection by city.
- 16.12.070 Habitable buildings—Connection required.
- 16.12.080 Depositing obstructive substances prohibited.
- 16.12.090 Downspouts—Connection prohibited.
- 16.12.100 Exhaust from steam engines prohibited.
- 16.12.110 Injuries and obstructions prohibited.
- 16.12.120 Penalty for violations.

16.12.010 Sewer district.

All of the territory embraced within the city shall constitute one sewer district.

(Prior code § 14.01).

16.12.011 Management.

The city manager or his appointee shall have the general management and supervision of the city sewer district and all matters connected therewith, and shall have the general power and authority to appoint all officers and employees of the sewer district, to make such rules and regulations for the management of the district as he shall from time to time find necessary for the safe, economical and efficient management of the sewer district; he shall have general supervision over the buildings, grounds, machinery, pipes and all matters connected therewith; and shall see that all ordinances, rules and regulations of the common council are complied with; that the conditions of all contracts by or with the district are faithfully complied with; that the assessments and service charges and other receipts are paid into the sanitary sewer account and that funds in the account are appropriated and disbursed as provided in Chapter 16.16 of this code.

(Ord. 776 § 1, 1973).

16.12.020 Sewer plan.

Plans heretofore adopted by the council are on file with the city clerk.

(Prior code § 14.02).

16.12.030 Sanitary sewers.

For regulations as to plans, specifications, construction, cost, etc., see Section 62.18 of the Wisconsin Statutes for 1955.

(Prior code § 14.03).

16.12.040 Storm sewers.

All storm sewers shall be constructed and maintained by the city, and the expense thereof shall be apportioned between the city and the benefited property as determined by the common council. Unless otherwise specifically provided by ordinance or resolution of the council, all construction work on storm sewers shall be done directly by the city without submitting the same for bids.

(Prior code § 14.04).

16.12.050 Construction requirements.

All sanitary sewers shall be constructed in compliance with the provisions and regulations of the Wisconsin State Plumbing Code.

(Prior code § 14.05).

16.12.060 Connection by city.

The plumbing inspector is authorized and required to cause lateral water and sewer services, or either of them, to be laid and constructed from the respective mains to the curb line in all cases where the property owners make proper application for such work to be done; and he shall supervise and control the construction of all such installations. In all such cases the property owner shall pay to the city the actual cost of such installation.

(Prior code §14.06).

16.12.070 Habitable buildings—Connection required.

All buildings used for human habitation and located adjacent to a sewer and water main, or in a block through which the systems extend, are required to be connected therewith in such manner as may be prescribed by the board of public works. If any person fails to comply for more than ten days after notice in writing, the city may cause connection to be made and the expense thereof may be assessed as a special tax against the property.

(Prior code §14.07).

16.12.080 Depositing obstructive substances prohibited.

No person having any sewer or drain connected with any portion of the public sewerage system of the city shall deposit, or suffer to be deposited in such sewer or drain, any grease, garbage, rags, papers, or other substance likely to obstruct such public sewer, or to create a nuisance.

(Prior code §14.08).

16.12.090 Downspouts—Connection prohibited.

No person shall connect the downspouts of any building with any sanitary sewer.

(Prior code §14.09).

16.12.100 Exhaust from steam engines prohibited.

All exhausts from steam engines, and all blowoffs from steam boilers, shall be first connected with a proper catch basin, and in no case shall they be allowed to connect directly with any public sewer.

(Prior code §14.10).

16.12.110 Injuries and obstructions prohibited.

No person shall destroy or injure any culvert, drain, or sewer located in any street or public way, or obstruct the drainage or flow of water through the same.

(Prior code §14.11).

16.12.120 Penalty for violations.

Any person who violates any provision of this chapter shall, upon conviction therefor, be subject to a penalty of not less than twenty-five dollars nor more than two hundred fifty dollars, plus costs of prosecution for the first offense, and for second and subsequent offenses not less than fifty dollars nor more than two hundred fifty dollars, plus costs of prosecution.

(Ord. 983 §66, 1982).

Whitewater, Wisconsin, Code of Ordinances >> Title 16 - WATER AND SEWERS* >> Chapter 16.14
SEWER USE CHARGES >>

Chapter 16.14 SEWER USE CHARGES

Sections:

ARTICLE I. - GENERAL PROVISIONS

ARTICLE II. - DEFINITIONS

ARTICLE III. - REVENUES

ARTICLE IV. - ACCOUNTING

ARTICLE V. - SEWAGE COLLECTION AND TREATMENT REGULATIONS

ARTICLE VI. - ENFORCEMENT AND PENALTIES

Whitewater, Wisconsin, Code of Ordinances >> Title 16 - WATER AND SEWERS* >> Chapter 16.14 -
SEWER USE CHARGES >> ARTICLE I. GENERAL PROVISIONS >>

ARTICLE I. GENERAL PROVISIONS

16.14.005 Authority.

16.14.010 Short title.

16.14.015 Findings and declaration of policy.

16.14.020 Purpose and intent.

16.14.025 Effective date of ordinance.

16.14.005 Authority.

This chapter is adopted under authority granted by Section 66.035 and Sec. 66.076, Wisconsin Statutes, and Chapter 16.12 of City of Whitewater Regulations.

(Ord. 959 (part), 1980).

16.14.010 Short title.

The ordinance codified in this chapter shall be known as, referred to or cited as the "user charge and sewer use ordinance for the City of Whitewater, State of Wisconsin," and hereinafter referred to as "chapter."

(Ord. 968 §1(part), 1981; Ord. 959 (part), 1980).

16.14.015 Findings and declaration of policy.

The common council finds that the requirements for the issuance of federal grants and the acceptance of such grants by the city under Title II of the Federal Water Pollution Control Act Amendments of 1972, as amended, (Public Law 92-500, as amended) and the regulations of the U.S. Environmental Protection Agency, as promulgated in the February 11, 1974, Federal Register, Volume 39, Number 39, Part III, for the construction of waste treatment works to improve the City of Whitewater, establish:

- (1) The necessity of adopting a user charge system that would be proportionate to all classes of users and produce the revenue required to sustain the sewage collection and waste treatment system;
- (3) The necessity of enacting regulations that control the use and inflow into waste treatment works.

The city shall maintain all records necessary to document and assure compliance with Title 40 CFR (Code of Federal Regulations) 35 subpart E and the Clean Water Fund (Wisconsin Administrative Code NR 162) as they apply to the requirements of the user charge system.

(Ord. 1342 §1(part), 1996; Ord. 968 §1(part), 1981; Ord. 959 (part), 1980).

16.14.020 Purpose and intent.

The purpose of the chapter is to promote the public health, safety, prosperity, aesthetics, and general welfare of the citizens of the city and is designed to provide the legislative enactments required under Public Law 92-500, as amended, and applicable federal regulations for the acceptance of construction grants to improve the quality of effluent discharges from waste treatment works. It is further intended to provide for administration and enforcement of the chapter and to provide penalties for its violations.

(Ord. 959 (part), 1980).

16.14.025 Effective date of ordinance.

The ordinance codified in this chapter shall become effective after adoption by the common council of the city and publication or posting as provided by law.

(Ord. 959 (part), 1980).

Whitewater, Wisconsin, Code of Ordinances >> Title 16 - WATER AND SEWERS* >> Chapter 16.14 - SEWER USE CHARGES >> ARTICLE II. DEFINITIONS >>

ARTICLE II. DEFINITIONS

- 16.14.030 Generally.
- 16.14.035 Accrued reserves.
- 16.14.040 Act.
- 16.14.045 Administrator.
- 16.14.046 Amalgam separator.
- 16.14.047 Ammonia nitrogen.
- 16.14.050 Audit.
- 16.14.055 Authorized expenditures.
- 16.14.056 Reserved.
- 16.14.057 Reserved.
- 16.14.060 Billable biochemical oxygen demand (BOD).
- 16.14.065 Billable flow.
- 16.14.070 Billable total suspended solids (TSS).
- 16.14.075 Biochemical oxygen demand (BOD).
- 16.14.080 Building drain, sanitary.

16.14.085 Building drain, storm.
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16.14.200 Infiltration.
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16.14.252 Phosphorous, total.
16.14.255 Physical betterment.
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16.14.270 Private sewer.
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16.14.280 Pumping station.
16.14.285 Real property.
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16.14.300 Replacement reserve.
16.14.309 Sand interceptor.
16.14.310 Sanitary sewer.
16.14.315 Sewage.
16.14.320 Shredded garbage.
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16.14.330 Slug.
16.14.335 Standard methods.
16.14.340 Storm sewer.
16.14.345 Summer quarter.
16.14.350 Suspended solids (SS) or total suspended solids (TSS).
16.14.355 Total solids.
16.14.360 Toxic amount.
16.14.365 Unpolluted water.
16.14.370 Useful life.
16.14.375 User charge system.
16.14.380 Volatile organic matter.
16.14.385 Wastewater treatment works.
16.14.390 Watercourse.
16.14.395 Waterworks.

16.14.030 Generally.

For the purpose of this chapter, the following definitions shall be used. Words used in the present tense include the future; the singular number includes the plural number; and plural number includes the singular number. The word "shall" is mandatory and not directory, while the word "may" is permissive.

(Ord. 959 (part), 1980).

16.14.035 Accrued reserves.

"Accrued reserves" means a method of keeping accounts of the segregated resources over several years to determine the funds available to offset capital expenditures to maintain an ongoing, on-line waste treatment facility.

(Ord. 959 (part), 1980).

16.14.040 Act.

"Act" means the Federal Water Pollution Control Act Amendments of 1972, as amended, Public Law 92-500, as amended, 33 U.S.C. Section 1251 et seq. (Supp. IV, 1974).

(Ord. 959 (part), 1980).

16.14.045 Administrator.

"Administrator" means the Regional Administrator of Region V of the U.S. Environmental Protection Agency.

(Ord. 959 (part), 1980).

16.14.046 Amalgam separator.

"Amalgam separator" means a device designed to remove waste amalgam (an alloy of mercury used in dental fillings) from rinse water in the vacuum lines of dental offices. Used to capture scrap amalgam too fine to be removed by a trap or screen.

(Ord. No. 1745A, § 1, 9-15-2009; Ord. No. 1758A, § 3, 2-16-2011)

Editor's note—

Ord. No. 1745A, § 1, adopted Sept. 15, 2009, incorrectly numbered the provisions for "Amalgam separator" as § 161.14.046. Ord. No. 1759A, § 3, adopted Feb. 16, 2011, renumbered § 161.14.046 as § 16.14.046

16.14.047 Ammonia nitrogen.

"Ammonia nitrogen" means the quantity of ammonia nitrogen expressed in milligrams per liter (mg/l) as analyzed according to analytical methods described in Wisconsin Administrative Code NR 219. Ammonia nitrogen is naturally present in wastewater. Ammonia nitrogen is produced largely by deamination of organic nitrogen containing compounds and by hydrolysis of urea.

(Ord. 1342 §1(part), 1996).

16.14.050 Audit.

"Audit" means an audit as a separate report from other funds and shall cover the following:

- (1) Financial operations are properly conducted;
- (2) Financial reports are presented fairly;
- (3) Applicable laws and regulations have been complied with;
- (4) Resources are managed and used in an economical and efficient manner; and
- (5) Desired results and objectives are being achieved in a financially effective manner.

(Ord. 1342 §1(part), 1996; Ord. 959 (part), 1980).

16.14.055 Authorized expenditures.

"Authorized expenditures" means those expenditures authorized by the city and made payable from the accounts kept for the expenditures of the user charge and industrial cost recovery systems. Expenditures from the reserve funds shall be limited to those for which the fund was created.

(Ord. 959 (part), 1980).

16.14.056 Reserved.

Editor's note—

Ord. No. 1758A, § 1, adopted Feb. 16, 2010, renumbered § 16.14.056 as § 16.14.576. This historical notation has been preserved for reference purposes.

16.14.057 Reserved.

Editor's note—

Ord. No. 1758A, § 2, adopted Feb. 16, 2010, renumbered § 16.14.057 as § 16.14.577. This historical notation has been preserved for reference purposes.

16.14.060 Billable biochemical oxygen demand (BOD).

"Billable biochemical oxygen demand (BOD)" means a user's loading in pounds of BOD calculated using the billable flow and concentration of BOD in the waste as determined by the city

manager. Minimum waste strength of BOD shall be the domestic waste concentration of three hundred milligrams per liter for the purpose of billing for user charges.

(Ord. 959 (part), 1980).

16.14.065 Billable flow.

"Billable flow" means a user's recorded quarterly water usage as metered by the appropriate water utility, plus metered water from wells and other sources, and less any sewer exempt metered data, times the city approved percentage factor for wastewater entering the sewer system out of the metered water. Residential users billed for the summer quarter shall be billed on the average of the user's previous nonsummer billable flows as determined by the city manager. Residential users on unmetered wells and users with no history of billable flow shall have their billable flow estimated by averaging the billable flow of other residential users of the same class.

(Ord. 959 (part), 1980).

16.14.070 Billable total suspended solids (TSS).

"Billable total suspended solids (TSS)" means a user's loading in pounds of TSS calculated using the billable flow and concentration of TSS in the waste as determined by the city manager. Minimum waste strength of TSS shall be the domestic waste concentration of three hundred milligrams per liter for the purpose of billing for user charges.

(Ord. 959 (part), 1980).

16.14.075 Biochemical oxygen demand (BOD).

"Biochemical oxygen demand (BOD)" means the quantity of oxygen, expressed in milligrams per liter (mg/l), utilized in the biochemical oxidation of organic matter under standard laboratory procedures in five days at twenty degrees centigrade.

(Ord. 959 (part), 1980).

16.14.080 Building drain, sanitary.

"Sanitary building drain" means that part of the lowest horizontal piping of a drainage system which receives sanitary or industrial sewage only and is located inside the walls of a building and conveys the sewage to the building sewer, which begins three feet outside the building wall.

(Ord. 959 (part), 1980).

16.14.085 Building drain, storm.

"Storm building drain" means that part of the lowest horizontal piping of a drainage system which receives stormwater or other clearwater discharge, but receives no wastewater from sewage or other drainage pipes, and is located inside the walls of a building and conveys the sewage to the building sewer, which begins three feet outside the building wall.

(Ord. 959 (part), 1980).

16.14.090 Building sewer, sanitary.

"Sanitary building sewer" means the extension from the building drain to the public sewer or other place of disposal and conveys only sanitary or industrial sewage. This is also known as a house connection.

(Ord. 959 (part), 1980).

16.14.095 Building sewer, storm.

"Storm building sewer" means the extension from the building drain to the public sewer or other place of disposal and conveys stormwater or other clearwater drainage, but no sanitary or industrial sewage. This is also known as a house connection.

(Ord. 959 (part), 1980).

16.14.100 Classes of users.

"Classes of users" means the division of wastewater treatment customers by waste characteristics and process discharge similarities or function, such as residential, commercial, institutional, industrial, or governmental.

(Ord. 959 (part), 1980).

16.14.105 Collection sewer.

"Collection sewer" means a sewer whose primary purpose is to collect wastewaters from individual point source discharges.

(Ord. 959 (part), 1980).

16.14.110 Combined sewage.

"Combined sewage" means a combination of both wastewater and storm or surface water.

(Ord. 959 (part), 1980).

16.14.115 Combined sewer.

"Combined sewer" means a sewer intended to receive both wastewater and storm or surface water.

(Ord. 959 (part), 1980).

16.14.120 Commercial user.

"Commercial user" means, for the purpose of the user charge system, a user engaged in the purchase or sale of goods or in a transaction or business or who otherwise renders a service.

(Ord. 959 (part), 1980).

16.14.125 Compatible pollutant.

"Compatible pollutant" means ammonia nitrogen, biochemical oxygen demand (BOD), suspended solids (SS), pH, phosphorous, and fecal coliform bacteria, plus additional pollutants

identified in the NPDES permit, if the publicly owned treatment works was designed to treat such pollutants and, in fact, does remove them to a substantial degree.

(Ord. 1342 §1(part), 1996; Ord. 959 (part), 1980).

16.14.130 Deposited.

"Deposited" means placing funds in control of the common council of the city and, if said deposit is in the form of a bank check, deposit shall not be deemed, collected within this definition until the applicable rules of the bank's collection procedures are fulfilled.

(Ord. 959 (part), 1980).

16.14.135 Depreciation.

"Depreciation" means an annual operating cost reflecting capital consumption and obsolescence (reduction of future service potential) of real and personal properties.

(Ord. 959 (part), 1980).

16.14.140 Dissolved solids.

"Dissolved solids" means that concentration of matter in the sewage consisting of colloidal particulate matter one micron in diameter or less, and both organic and inorganic molecules and ions present in solution.

(Ord. 959 (part), 1980).

16.14.145 Domestic level user or residential user.

"Domestic level user or residential user" means, for the purpose of the user charge system, a user whose premises or building is used primarily as a domicile for one or more persons and whose wastes originate from the normal living activities of its inhabitants.

(Ord. 959 (part), 1980).

16.14.150 Easement.

"Easement" means an acquired legal right, less than fee simple, for the specific use of land owned by others.

(Ord. 959 (part), 1980).

16.14.155 Fecal coliform.

"Fecal coliform" means any number of organisms common to the intestinal tract of man and animals whose presence in sanitary sewage is an indicator of pollution.

(Ord. 959 (part), 1980).

16.14.160 Floatable oil.

Whitewater, Wisconsin, Code of Ordinances >> Title 16 - WATER AND SEWERS* >> Chapter 16.16
POST-CONSTRUCTION RUNOFF >>

Chapter 16.16 POST-CONSTRUCTION RUNOFF

Sections:

- 16.16.010 Authority.
- 16.16.020 Findings of fact.
- 16.16.030 Purpose and intent.
- 16.16.040 Applicability and jurisdiction.
- 16.16.050 Technical standards and design methods.
- 16.16.060 Performance standards.
- 16.16.070 Permitting requirements, procedures and fees.
- 16.16.080 Stormwater management plan.
- 16.16.090 Maintenance agreement.
- 16.16.100 Financial guarantee.
- 16.16.110 Fee schedule.
- 16.16.120 Exceptions and waivers.
- 16.16.130 Enforcement.
- 16.16.140 Appeals.
- 16.16.150 Severability.
- 16.16.160 Definitions.

16.16.010 Authority.

This chapter is adopted by the City of Whitewater under the authority granted by Section 62.234, Wis. Stats. This chapter supersedes all provisions of an ordinance previously enacted under Section 62.23, Wis. Stats., that relate to stormwater management regulations. Except as otherwise specified in Section 62.234, Wis. Stats., Section 62.23, Wis. Stats., applies to this chapter and to any amendments to this chapter.

The provisions of this chapter are deemed not to limit any other lawful regulatory powers of the same governing body.

The City of Whitewater hereby designates the director of public works to administer and enforce the provisions of this chapter.

The requirements of this chapter to not pre-empt more stringent stormwater management requirements that may be imposed by any of the following:

- (a) Wisconsin Department of Natural Resources administrative rules, permits or approvals including those authorized under Sections 281.16 and 283.33, Wis. Stats.
- (b) Targeted non-agricultural performance standards promulgated in rules by the Wisconsin Department of Natural Resources under Section NR 151.004, Wis. Adm. Code.

(Ord. 1559A §1, 2004).

16.16.020 Findings of fact.

The City of Whitewater finds that uncontrolled, post-construction runoff has a significant impact upon water resources and the health, safety and general welfare of the community and diminishes the public enjoyment and use of natural resources. Specifically, uncontrolled post-construction runoff can:

- (a) Degrade physical stream habitat by increasing stream bank erosion, increasing streambed scour, diminishing groundwater recharge, diminishing stream base flows and increasing stream temperature;
- (b) Diminish the capacity of lakes and streams to support fish, aquatic life, recreational and water supply uses by increasing pollutant loading of sediment, suspended solids, nutrients, heavy metals, bacteria, pathogens and other urban pollutants;
- (c) Alter wetland communities by changing wetland hydrology and by increasing pollutant loads;
- (d) Reduce the quality of groundwater by increasing pollutant loading;
- (e) Threaten public health, safety, property and general welfare by overtaxing storm sewers, drainage ways and other minor drainage facilities;
- (f) Threaten public health, safety, property and general welfare by increasing major flood peaks and volumes;
- (g) Undermine floodplain management efforts by increasing the incidence and levels of flooding.

(Ord. 1559A §2, 2004).

16.16.030 Purpose and intent.

- (a) Purpose. The general purpose of this chapter is to establish long-term, post-construction runoff management requirements that will diminish the threats to public health, safety, welfare and the aquatic environment. Specific purposes are to:
 - (1) Further the maintenance of safe and healthful conditions;
 - (2) Prevent and control the adverse effects of stormwater prevent and control soil erosion; prevent and control water pollution; protect spawning grounds, fish and aquatic life; control building sites, placement of structures and land uses; preserve ground cover and scenic beauty; and promote sound economic growth;
 - (3) Control exceedance of the safe capacity of existing drainage facilities and receiving water bodies; prevent undue channel erosion; control increases in the scouring and transportation of particulate matter and prevent conditions that endanger downstream property.
- (b) Intent. It is the intent of the City of Whitewater that this chapter regulates post-construction stormwater discharges to waters of the state. This chapter may be applied on a site-by-site basis. The City of Whitewater recognizes, however, that the preferred method of achieving the stormwater performance standards set forth in this chapter is through the preparation and implementation of comprehensive, systems-level stormwater management plans that cover hydrologic units, such as watersheds, on a municipal and regional scale. Such plans may prescribe regional stormwater devices, practices or systems, any of which may be designed to treat runoff from more than one site prior to discharge to waters of the state. Where such plans are in conformance with the performance standards developed under Section 281.16, Wis. Stats., for regional stormwater management measures and have been

approved by the City of Whitewater, it is the intent of this chapter that the approved plan be used to identify post-construction management measures acceptable for the community.

(Ord. 1559A §3, 2004).

16.16.040 Applicability and jurisdiction.

- (a) Applicability.
- (1) Where not otherwise limited by law, this chapter applies to land development activity that results in one or more acres of land disturbing construction activity.
 - (2) A site that meets any of the criteria in this subsection is exempt from the requirements of this chapter:
 - (A) A redevelopment site with no net increase in exposed parking lots, roads, rooftops or other impervious areas;
 - (B) A site with less than ten percent connected imperviousness based on complete development of the post-construction site, provided the cumulative area of all parking lots and rooftops is less than one acre;
 - (C) Nonpoint discharges from agricultural facilities and practices;
 - (D) Nonpoint discharges from silviculture activities;
 - (E) Routine maintenance for project sites under five acres of land disturbance if performed to maintain the original line and grade, hydraulic capacity or original purpose of the facility;
 - (F) Underground utility construction such as water, sewer and fiber optic lines. This exemption does not apply to the construction of any above ground structures associated with utility construction.
 - (3) Notwithstanding the applicability requirements in subsection (a)(1) of this section, this chapter applies to land development activity of any size that, in the opinion of the director of public works, is likely to result in runoff that exceeds the safe capacity of the existing drainage facilities or receiving body of water, that causes undue channel erosion, that increases water pollution by scouring or the transportation of particulate matter or that endangers property or public safety.
- (b) Jurisdiction. This chapter applies to land development activities within the boundaries and jurisdiction of the City of Whitewater, as well as the division of land in the city's extraterritorial jurisdiction.
- (c) Exclusions. This chapter is not applicable to activities conducted by a state agency, as defined under Section 227.01(1), Wis. Stats., but also including the office of district attorney, which is subject to the state plan promulgated or a memorandum of understanding entered into under Section 281.33(2), Wis. Stats.

(Ord. 1559A §4, 2004).

16.16.050 Technical standards and design methods.

- (a) Design criteria, standards and specifications. All drainage facilities and practices required to comply with this chapter shall incorporate technical standards and design methods specified in the document City of Whitewater Erosion Control and Stormwater Management Requirements, maintained and periodically updated by the director of public works. Where not superceded by stricter requirements in City of Whitewater Erosion Control and Stormwater Management Requirements, the following standards are also incorporated by reference:

- (1) Applicable design criteria, standards and specifications identified in the Wisconsin Construction Site Best Management Practice Handbook WDNR Pub. WR-222 November 1993 Revision;
- (2) Other design guidance and technical standards identified or developed by the Wisconsin Department of Natural Resources under subchapter V of Chapter NR 151, Wis. Adm. Code;
- (3) Other Standards. Other technical standards not identified or developed in subsection (a) of this section, may be used provided that the methods have been approved by the director of public works.

(Ord. 1559A §5, 2004).

16.16.060 Performance standards.

- (a) Responsible Party. The entity holding fee title to the property shall be responsible for either developing and implementing a stormwater management plan or causing such plan to be developed and implemented through contract or other agreement. This plan shall be developed in accordance with Section 16.16.080, which incorporates the requirements of this section.
- (b) Plan. A written plan shall be developed in accordance with Section 16.16.080 and implemented for applicable land development activities.
- (c) Stormwater Management Performance Standards. All drainage facilities and practices required to comply with this chapter shall meet performance standards specified in the document City of Whitewater Erosion Control and Stormwater Management Requirements maintained and periodically updated by the director of public works.
- (d) Location and regional treatment option.
 - (1) Stormwater management facilities required to meet this chapter may be located on-site or off-site as part of a regional stormwater device, practice or system.
 - (2) The director of public works may approve off-site management measures provided that all of the following conditions are met:
 - (A) The director of public works determines that the post-construction runoff is covered by a stormwater management system plan that is approved by the City of Whitewater and that contains management requirements consistent with the purpose and intent of this chapter.
 - (B) The off-site facility meets all of the following conditions:
 - (i) The facility will be in place before the need for the facility arises as a result of on-site construction activities.
 - (ii) The facility is designed and adequately sized to provide a level of stormwater control equal to or greater than that which would be afforded by on-site practices meeting the performance standards of this chapter.
 - (iii) The facility has a legally obligated entity responsible for its long-term operation and maintenance.
 - (iv) Where a regional treatment option exists such that the director of public works may exempt the applicant from all or part of the minimum on-site stormwater management requirements, the applicant shall be required to pay a fee in an amount determined in negotiation with the director of public works. In determining the fee for post-construction runoff, the director of public works shall consider an equitable distribution of the

cost for land, engineering design, construction, and maintenance of the regional treatment option.

- (e) **Alternate Requirements.** The director of public works may establish alternative stormwater management requirements to those set forth in City of Whitewater Erosion Control and Stormwater Management Requirements, if the director of public works determines that an added level of protection is needed to address downstream stormwater management issues; or that extraordinary hardships or practical difficulties may result from strict compliance with these regulations. Exceptions or waivers to stormwater management requirements set forth in this chapter and City of Whitewater Erosion Control and Stormwater Management Requirements shall be considered in accordance with Section 16.16.120

(Ord. 1559A §6, 2004).

16.16.070 Permitting requirements, procedures and fees.

- (a) **Permit Required.** No responsible party may undertake a land disturbing construction activity without receiving a post-construction runoff permit from the director of public works prior to commencing the proposed activity.
- (b) **Permit Application and Fees.** Unless specifically excluded by this chapter, any responsible party desiring a permit shall submit to the director of public works a permit application made on a form provided by the director of public works for that purpose.
- (1) Unless otherwise excepted by this chapter, a permit application must be accompanied by a stormwater management plan, a maintenance agreement (where required) and, where not otherwise covered by a developer's agreement, a non-refundable permit administration fee. The permit administration fee, where applicable, shall be consistent with a fee schedule maintained by the director of public works.
- (2) The stormwater management plan shall be prepared to meet the requirements of Sections 16.16.060 and 16.16.080, the maintenance agreement shall be prepared to meet the requirements of Section 16.16.090, the financial guarantee shall meet the requirements of 16.16.100, and fees shall be those established by the City of Whitewater as set forth in Section 16.16.110
- (c) **Review and Approval of Permit Application.** The director of public works shall review any permit application that is submitted with a stormwater management plan, maintenance agreement and the required fee. The following approval procedure shall be used:
- (1) The director of public works may request additional information if required for a complete application within 15 business days of receipt of any permit application. Within thirty business days of the receipt of a complete permit application, including all items as required by subsection (b) of this section, the director of public works shall inform the applicant whether the application, plan and maintenance agreement are approved or disapproved based on the requirements of this chapter.
- (2) If the stormwater permit application, plan and maintenance agreement are approved or, if an agreed upon payment of fees in lieu of stormwater management practices is made, the Director of Public Works shall issue the permit.
- (3) If the stormwater permit application, plan or maintenance agreement is disapproved, the director of public works shall detail in writing the reasons for disapproval.
- (4) The director of public works may request additional information from the applicant. If additional information is submitted, the director of public works shall have ten business days from the date the additional information is received to inform the

19.461.060 Dangerous materials storage prohibited.

Lands lying within the FWW floodway/wetland district shall not be used for the storage of materials that are buoyant, flammable, explosive, or injurious to human, animal, or plant life.

(Ord. 1196 § 1(part), 1990).

19.57.020 Air pollution prohibited.

No activity shall emit any fly ash, dust, fumes, vapors, mists or gases in such quantities as to cause soiling, or danger to the health of persons, animals, vegetation or other forms of property.

(Ord. 994 § 6.2, 1982).

19.57.030 Fire and explosive hazards—Location—Safety precautions.

All activities involving the manufacturing, utilization, processing or storage of flammable and explosive materials shall be provided with adequate safety devices against the hazard of fire and explosion, and with adequate firefighting and fire-suppression equipment and devices that are standard in the industry. Such activities shall be located and managed in a manner so as not to endanger any adjoining properties or the public in general.

(Ord. 994 § 6.3, 1982).

19.57.040 Glare and heat restrictions.

No activity shall emit glare or heat that is visible or measurable outside its premises, except activities in the industrial district which may emit direct or sky-reflected glare which shall not be visible outside the district. All operations producing intense glare or heat shall be conducted within a completely enclosed building. Exposed sources of light shall be shielded so as not to be visible outside their premises.

(Ord. 994 § 6.4, 1982).

19.57.050 Liquid or solid wastes—Storage and discharge restrictions.

No activity shall discharge at any point onto any land or into any water or public sewer any materials of such nature, quantity, noxiousness, toxicity or temperature which can contaminate, pollute or harm the quantity or quality of any water supply, can cause the emission of dangerous or offensive elements, can overload the existing municipal utilities, or can injure or damage persons or property. No such wastes shall be stored in the city for a period longer than three months.

(Ord. 994 § 6.5, 1982).

19.57.060 Noise restrictions.

- A. No activity shall produce a sound-level extending outside its premises that exceeds the following:

<i>Octave Band Frequency (Cycles Per Second)</i>	<i>Sound Level (Decibels)</i>
0 to 75	72
75 to 150	67
150 to 300	59
300 to 600	52
600 to 1,200	46
1,200 to 2,400	40

2,400 to 4,800	34
Above 4,800	32

- B. All noise shall be so muffled or otherwise controlled as not to become objectionable due to intermittance, duration, beat frequency, impulse character, periodic character or shrillness. Sirens, whistles, horns, power speakers and bells which are maintained and utilized solely to serve a public emergency purpose are exempt from the sound-level standards of this title.

(Ord. 994 § 6.6, 1982).

19.57.070 Vibration.

No activity shall emit vibrations which are discernible without instruments outside its premises.

(Ord. 994 § 6.7, 1982).

19.57.080 Odors.

No activity shall emit any odorous matter of such nature or quantity to be offensive, obnoxious or unhealthful outside their premises.

(Ord. 994 § 6.8, 1982).

19.57.090 Radioactivity and electrical disturbances.

No activity shall emit radioactivity or electrical disturbances outside its premises that are dangerous or adversely affect the use of neighboring premises.

(Ord. 994 § 6.9, 1982).



City of Whitewater Council Agenda Item Information Sheet

MEETING DATE: **03/04/2014**

ITEM: **Wage & Classification Study RFP**

PRESENTER: **City Manager**

PREVIOUS ACTION, IF ANY: **None.**

SUMMARY OF ITEM BEING PRESENTED:

It is considered a best practice to review and update position descriptions and wage schedules on a regular basis (every 3-5 years). The most recent evaluation of all position descriptions was completed in 2008 with only slight changes being made to a handful of position descriptions since that time. There is no recent record of a professional review of employee wages. This would be a request for proposals (RFP) from qualified firms for the review and update of position classifications and descriptions as well as wage rates for all positions within the city with the exception of sworn officer positions. The study will aid staff in the update and/or adjustment of wage schedules and position descriptions ensuring that compensation for specific duties and responsibilities is consistent. Staff anticipates that research on the wage market would include data from both private and public sector positions with the same or similar duties and responsibilities.

Staff is ready to send out the included draft RFP and is looking for input from the Common Council.

BUDGET IMPACT, IF ANY: The 2014 budget provides for \$20,000 to be spent on this project. If proposals were to come in above this amount, staff would reevaluate the scope of the project.

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

STAFF RECOMMENDATION: None.

RECOMMENDED MOTION: None.

**ATTACHMENT(S) INCLUDED (If none, please state that): None
Draft RFP**

FOR MORE INFORMATION CONTACT:

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

CITY OF WHITEWATER

Request For Proposal

Employee Classification & Compensation Study

Cameron Clapper; City Manager

2014

Request For Proposal

The City of Whitewater is seeking proposals from qualified consultants to conduct a comprehensive pay and classification study for all non-represented employees. The study is to include salary and fringe benefit levels, a review and if necessary, an update of job descriptions, and a review of and recommendations on its performance management system as well as a recommendation on rewarding employee performance.

All communications regarding this Request for Proposals shall be directed to:

Cameron Clapper
City Manager
312 W. Whitewater St.
Whitewater, WI 53190
Phone: (262) 473-0100
Email: cclapper@whitewater-wi.gov

Time Schedule

The City plans to adhere to the following timetable as closely as possible:

Issue RFP	February 14, 2014
Deadline for Submittal of Proposals	February 28, 2014
Selection of Firms for Interview	March 7, 2014
Interview of Selected Firms	March 11 and 12, 2014
Selection of Firm	March 14, 2014
Notify Firm and Negotiate Contract	March 17, 2014
Contract Approval by City Council	April 1, 2014
Start Project	April 7, 2014
Project Completed	By July 7, 2014

Background Information

The City of Whitewater is located in Jefferson and Walworth counties. It is located near the southern portion of the Kettle Moraine State Forest. It is also home of the University of Wisconsin-Whitewater. The city's population is 14,757. Of this 11,552 live in Walworth County and 3,205 live in Jefferson County. The City of Whitewater has a council-manager form of government. Whitewater's Common Council is made up of one member from each of the five districts in the city and two members-at-large. The City Manager is Cameron Clapper. The City of Whitewater has 65 non-represented, permanent, full and part time employees.

The City has not conducted a professional classification and compensation study in more than 00 years. All the job descriptions for current non-represented employees have been updated by City staff within the last eight years, but job descriptions may not reflect current job duties. The City has reorganized several management positions; namely Public Works Director and HR Coordinator.

The objective of the study is to provide internal consistency within each individual department, as well as between all municipal departments, eliminate any salary compression between management and staff, and to provide a fair, competitive wage in the labor market to attract and retain a professional, productive and diverse workforce. The labor market, for purposes of this study, shall consist of both the private and public sector labor market.

Scope of Services

1. To quantitatively evaluate the job content of each position using a methodology that will construct a relative ranking of positions.
2. Document position responsibilities for all staff.
3. Discuss with City leadership the issue of pay progression with appropriate consideration for both length of service and performance. Make recommendations based on the identified pay philosophy, feasibility and affordability.
4. To produce a compensation classification and compensation plan, including pay, structure and fringe benefit schedules. These schedules should be internally equitable and competitive in external markets both public and private, utilizing both public and private sector data.
5. To review all subject positions and properly classify those positions in accordance with current Fair Labor Standards Act provisions relative to exempt and non-exempt status.
6. To develop a best practices performance management system creating a value added system for employees.
7. To review and recommend any changes to the current Fringe Benefit and Salary Administration policies.
8. To produce an overall plan, forms and procedures that are clear and understandable, in order to promote employee and public acceptance of the process and results.
9. To review the current system and understand any problems with the current system and to present, in person, progress reports and/or issues to a coordinating committee of City staff at critical points of the study and to meet with the committee.
10. To present, in person, the final result of the classification and compensation plan to the Finance committee of the Common Council and to the subsequent meeting(s) of the Common Council.
11. To make recommendations on keeping the plan current, equitable and up to date.
12. Propose a management review process that will be used to find resolution to classification related disputes.
13. Conduct interviews with employee and appropriate supervisory and management staff, as required.
14. Identify potential pay compression issues and provide alternative solutions.

15. Recommend allocations of each position to an appropriate classification and pay grade based on internal equity and marketplace considerations.
16. Review and recommend any changes to the current compensation guidelines.
17. Conduct employee classification appeals after plan adoption. Appeals must be submitted within 30 days of plan adoption.
18. Consultant must agree to comply with all federal, state and local laws, ordinances, rules and regulations pertaining to unlawful discrimination on account of race, color, creed, national origin, sex, marital status, disability or age, or any other characteristic as prohibited by law.
19. Develop follow-on project proposals for the design and implementation of a pay-for-performance system.

Proposal Response Format

Proposals are to be in written format, presenting the firms qualifications and understanding of the work to be performed. Firms shall address each of the specific topics listed below as a minimum. Emphasis should be on completeness and clarity of content.

1. Cover letter

- a. Introducing your firm and confirming your interest in performing the study. Indicate your agreement with, or specific exceptions to, any of the items identified under scope of services, requirements, terms or conditions contained in this solicitation document.

2. Experience of the firm and proposed project team with regards to analysis and formulation of pay and classification studies.

- a. Describe your firms' overall experience with providing compensation and benefits consulting services, particularly to government entities.
- b. Identify and describe the experience, qualifications and credentials of the project team or individual(s) proposed to do the work, specifically detailing the experience with government entities.
- c. Describe any recently completed or current work your firm is performing for other clients, especially government entities, with respect to employee compensation plans.
- d. A list of two (2) current references from which comparable work has been performed. This list shall include client name, contact person, address, telephone number and description of work performed.
- e. Provide details of any instances in which the proposed individual consultants, firm or client have had to legally defend themselves relative to services provided.

3. Demonstrated Understanding of the City's needs with respect to the ability to meet/exceed the objectives set forth under "Scope of Services" in the RFP.

- a. Provide a description of the general approach to be used in conducting the study, including assumptions, theories and methodologies to be employed, and the anticipated public and private comparables to be used.

- b. Provide a work plan describing the individual tasks to be performed, and the relative scheduling of those tasks including a listing of City and Firm resources required. All deliverable items should be identified and described. The work plan should detail key events, methods, estimated hours and the timeline for completion.
 - c. Recommendations for annual or ongoing maintenance and review of the plan, either by your firm or City staff over the next ten years.
 - d. Explanation of what work, if any, City staff will be required to perform.
- 4. Cost of Services**
- a. Provide a not-to-exceed cost, including out-of-pocket and travel expenses, based on the tasks to be performed per the “Scope of Services”.
 - b. The City has limited funding allocated for the completion of this project. Consultants are encouraged to be creative and resourceful in proposing the most cost-effective and efficient solutions for the needs outlined in this RFP.
 - c. “Additional Services” outside the scope of the work of the study should not be included.
 - d. Any incidental expenses, such as copying, mailing, travel type charges must be clearly stated in the proposal.
- 5. Total Timeframe**
- a. Include estimate for the full project.

Submitting Proposals

Interested firms must submit one (1) original and four (4) copies in a sealed envelope labeled “**COMPENSATION STUDY PROPOSAL**”. Proposals may be submitted by mail, courier, or in person on or before Friday, February 28, 2014. Proposal responses must be delivered to:

Cameron Clapper
 City Manager
 312 W. Whitewater St.
 Whitewater, WI 53190

Consultants are responsible for ensuring receipt of proposals by the specified due date and time. Delivery to the U.S. Postal Service or other carrier does not constitute receipt. The City of Whitewater is not responsible for lost or misdirected delivery.

Terms and Conditions

1. All proposals, responses, inquiries, correspondence or other documents relating to this RFP will become the property of the City when received.
2. The City reserves the right to use any or all ideas or information presented in any proposal, whether amended or not; selection or rejection of a proposal does not affect this right.

3. The City of Whitewater reserves the right to reject any or all proposals, to waive any defects in the proposals received, and to select the consultant considered the most advantageous to the City, even if it is not the lowest cost proposal.
4. The City reserves the right to request clarification on information submitted and to request additional information from any proposer.
5. The City reserves the right to award any contract to the next most qualified contractor, if the successful contractor does not execute a contract within thirty (30) days after the award of the proposal.
6. The contract resulting from acceptance of a proposal by the City shall be in a form supplied or approved by the City and shall reflect the specifications in this RFP. The contract shall include requirements to comply with ADA, Civil Rights Act, and EEO requirements. The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP or not approved by the City Attorney's office.
7. The City shall not be responsible for any costs incurred by the firm in preparing, submitting, or presenting its response to the RFP. All costs incurred in the preparation and presentations of this proposal are the responsibility of the consultant.



City of Whitewater Council Agenda Item Information Sheet

MEETING DATE: **03/04/2014**

ITEM: **Discussion of Budget Calendar**

PRESENTER: **City Manager**

PREVIOUS ACTION, IF ANY: **None.**

SUMMARY OF ITEM BEING PRESENTED:

Staff began discussing ways to improve the budget process and budget document in early February. The proposed schedule included with this calendar would allow for a much earlier start on the budget process and for the presentation of a complete budget document by October 7, 2014.

BUDGET IMPACT, IF ANY: **None.**

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

STAFF RECOMMENDATION: **None.**

RECOMMENDED MOTION: **None.**

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

Proposed Budget Calendar

FOR MORE INFORMATION CONTACT:

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



2015 Municipal Budget Process

TO: City Council Members and City Management Team
FROM: Cameron Clapper, City Manager & Doug Saubert, Finance Director
SUBJECT: 2015 Budget Calendar
DATE: February 26, 2014

Proposed 2015 Municipal Budget Process Calendar		
March 4	Discuss preliminary budget calendar for the 2015 budget process.	CC & MT
March 20	Review budget format and design.	CC & MT
April 14	Departments receive projections for revenues, payroll, and personnel for review.	MT
April - May	Departments meet to discuss/identify CIP project plans for 2015 and after.	MT
May 20	CIP Meeting 1 – discussion of debt service schedule and projects to be included in the 2015-2020 CIP.	CC & MT
May 26	Departments submit changes to projections for revenues, payroll, and personnel.	MT
May 26	Departments receive worksheets for department goals, objectives, and performance measures (outputs & outcome measures).	MT
June 13	Departments submit preliminary goals and objectives for 2015 along with any proposed performance measures (outputs & outcome measures).	MT
June 17	2015 Municipal Budget Strategic Planning Workshop.	CC & MT
June 23	Departments receive expenditure worksheets along with direction regarding 2015 expenditures.	MT
July 21	Departments submit proposed expenditures for the 2015 budget year.	MT
August	Review of department budgets by the city manager.	MT
August	Departments meet to discuss/identify CIP project plans for 2015 and after.	MT
August	Staff drafts narrative, budget summary, and budget graphics.	MT
September	CIP Meeting 2 – discussion and update on debt service schedule and projects for the 2015-2020 CIP.	CC & MT
September	Staff assembles and presents draft budget for internal and common council review. Staff makes corrections and edits based on feedback.	CC & MT
October 7	City Manager provides budget presentation to the Common Council along with the complete budget document.	MT
October - November	Council review and departmental presentations.	CC & MT
November 18	Public hearing and adoption of the municipal budget for 2015 including the 2015-2020 CIP.	CC
CC = Common Council MT = Management Team		