

**CITY OF WHITEWATER  
COMMON COUNCIL AGENDA**

Common Council Meeting

**Tuesday, March 3, 2015 - 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 2/3/15 and 2/17/15.	Pg. 1
CA-B	Approval of Payment of Invoices Processed through 2/25/15.	Pg. 15
CA-C	Acknowledgment of Receipt and Filing of: Irvin L. Young Memorial Library Board Minutes of 1/19/15.	Pg. 18
CA-D	Expedited Approval of the Following Items: C-5, C-6, C-7, C-8, C-9	n/a

**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:**

R-1	City Support of Whitewater Unified School District Opposition to Proposed State Budget Cuts. (Councilmember Binnie Request)	Pg. 24
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**ORDINANCES – First Reading - None**

**ORDINANCES – Second Reading – None.**

**CONSIDERATIONS:**

C-1	Action on request for Class “A” beer license for Annie’s Pantry, 175 W. Main St., Whitewater, WI. (City Clerk Request).	Pg. 26
C-2	Donohue Associates presentation regarding Wastewater Treatment Plan digester complex, and review of Technical Memo No. 4 and authorization to proceed with design and bid engineering Services. (Wastewater Treatment Plant Superintendent Request)	Pg. 30
C-3	Review and possible direction regarding City’s Special Assessment Policy. (Councilmember Kidd Request).	Pg. 36
C-4	Discussion regarding 2016 Budget Timeline. (City Manager Request)	Pg. 48
*C-5	Approval of Agency Agreement between Whitewater Police Department and UW-Whitewater Police Department (TIME System). (Chief Otterbacher Request).	Pg. 50
*C-6	Approval of Agreement between Whitewater Tower Agreement with Walworth County Sheriff’s Office. (Chief Otterbacher Request).	Pg. 52
*C-7	Approval of Agreement for Use of Walworth County Owned Facilities (Range). (Chief Otterbacher Request).	Pg. 59
*C-8	Approval of Agreement with Walworth County Drug Enforcement Unit (Formal Written Agreement – Operational Guidelines) (Police Chief Otterbacher Request).	Pg. 62
*C-9	Approval of Memorandum of Understanding between Whitewater Police Department and UW-Whitewater Police Department regarding Police Response to calls for Service on Leased Property. (Police Chief Otterbacher Request)	Pg. 72

C-10	Councilmember Requests for Future Agenda Items.	n/a
C-11	<p><b><u>EXECUTIVE SESSION.</u></b> Adjournment to Closed Session, <i>NOT TO RECONVENE</i>, per Wisconsin Statutes 19.85(1)(c).</p> <p>“Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.”</p> <p>Item to be Discussed: Continuation of City Manager’s Annual Performance Review (as requested by City Manager).</p>	n/a

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

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

**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 3, 2015

The regular meeting was called to order at 6:30 p.m. by Council President Singer. MEMBERS PRESENT: Frawley, Abbott, Diebolt-Brown, Binnie, Singer, Kidd, Bregant. MEMBERS ABSENT: None. LEGAL COUNSEL PRESENT: McDonell.

It was moved by Bregant and seconded by Binnie to approve the Council minutes of October 21, 2014 and October 28, 2014 and to acknowledge receipt and filing of the Irvin L. Young Memorial Library Board minutes of 12/15/2014. AYES: Frawley, Abbott, Diebolt-Brown, Binnie, Bregant, Singer, Kidd. NOES: None. ABSENT: None.

**PAYMENT OF INVOICES.** It was moved by Bregant and seconded by Binnie to approve payment of city invoices in the total sum of \$145,482.64. AYES: Frawley, Abbott, Diebolt-Brown, Binnie, Bregant, Singer, Kidd. NOES: None. ABSENT: None.

**STAFF REPORTS.** City Manager Clapper presented a plaque to the UWW Football team in recognition of their team's National championship.

**CITIZEN COMMENTS:** None.

**AMENDMENT NO. 1 TO 2015 SALARY RESOLUTION.**

**City of Whitewater  
2015 SALARY RESOLUTION  
AMENDMENT 1**

**WHEREAS**, the City of Whitewater, Walworth and Jefferson Counties, Wisconsin, sets forth the wage and salary schedule for employees for 2015, in which wages are established.

**NOW THEREFORE, BE IT RESOLVED** by the Common Council of the City of Whitewater, Walworth and Jefferson Counties, Wisconsin, that the following ranges and numbers of employees in the 2015 Wage and Salary Schedule are hereby adopted pursuant to Wisconsin Statutes; and

**BE IT FURTHER RESOLVED** that the contents of this resolution shall supersede such previously adopted schedules where the subject matter between the two shall be in conflict, and the changes contained herein shall be effective beginning January 1, 2015.

### SCHEDULE I ADMINISTRATIVE POSITIONS

Position	# of Positions	Effective	Salary
City Manager	1	01/01/2014	91,800.00
Chief of Police	1	01/01/2014	89,627.40
Municipal Judge	1	01/01/2014	20,167.98
City Attorney	1	01/01/2014	54,117.69

### SCHEDULE II PROFESSIONAL AND TECHNICAL EMPLOYEE PAY PLAN

Pay Grade	# of Positions	Classification Titles	Pay Grade	# of Positions	Classification Titles
A	3/4	Senior Coordinator (Part-time)	E	1	Community TV/Media Services Manager
	2	Administrative Assistant II - Records Technician		1	Recreation & Community Events
	1	Recreation Program Coordinator	F	1	City Clerk
	1	Confidential Executive Assistant	G	0	
	1	Administrative Assistant I - Utilities	H	1	Neighborhood Services Director
B	1	Accounting Technician II - Utilities	J	1	Chief Information Officer
	1	Accounting Technician II - Payroll & Accounts Payable		1	Water Superintendent
	1	Administrative Assistant I - Neighborhood Services		1	Streets, Parks & Forestry Superintendent
	1	Deputy Clerk		1	Parks & Recreation Director
	1/2	Clerk of Court (Part-time)		1	Wastewater Treatment Plant Superintendent
C	1	GIS Technician	K	1	Assistant City Manager
D	1	Support Services Manager	L	1	Finance Director
	1	Finance Support Services Manager			
	3/4	Human Resources Coordinator			
	1	Economic Development Specialist			

### SCHEDULE II PROFESSIONAL AND TECHNICAL EMPLOYEE PAY PLAN

Pay Grade		Steps				
		1	2	3	4	5
A*	Hourly Wage 2080 Hours	15.38 31,993.73	15.85 32,969.66	16.53 34,391.14	17.24 35,855.04	17.91 37,255.30
B*	Hourly Wage 2080 Hours	16.48 34,287.24	17.24 35,855.04	17.97 37,382.59	18.72 38,947.42	19.47 40,500.82
C	Salary	37,252.62	38,945.12	40,637.87	42,332.13	44,024.88
D	Salary	40,231.10	42,060.37	43,887.07	45,716.09	47,546.90
E	Salary	44,153.49	46,160.04	48,166.32	50,174.14	52,181.68
F	Salary	47,604.70	49,768.39	51,931.06	54,096.28	56,258.69

G	Salary	51,055.65	53,377.01	55,697.08	58,015.61	60,336.97
H	Salary	54,506.85	56,983.06	59,461.82	61,936.50	64,416.78
I	Salary	57,956.78	60,591.67	63,225.03	65,858.90	68,493.78
J	Salary	61,406.46	64,197.48	66,990.03	69,779.77	72,572.07
K	Salary	64,858.94	67,806.08	70,754.77	73,700.65	76,649.31
L	Salary	68,308.88	71,413.43	74,519.51	77,623.04	80,730.15

\*Non-Exempt Position

### SCHEDULE III LIBRARY POSITIONS

Pay Grade	# of Position	Classification Titles	Steps				
			1	2	3	4	5
A1	2	Customer Service Associate*	12.27	12.82	13.39	13.39	13.39
A2	5	Customer Service Specialist*	13.33	13.94	14.56	15.15	15.76
A3	3	Technical Services Specialist*	15.15	15.86	16.54	17.23	17.91
	3	Outreach Services Specialist*					
A4	1	Youth Educational Services Librarian	37,252.62	38,945.37	40,637.87	42,332.13	44,024.88
A5	1	Assistant Library Director	47,604.70	49,768.39	51,931.06	54,091.38	56,258.69
A6	1	Library Director	61,406.46	64,197.48	66,990.03	69,779.77	72,572.07

\*Non-Exempt Positions

### SCHEDULE IV WHITEWATER POLICE DEPARTMENT COMMUNICATIONS CENTER

Position	# of Positions	Step			
		1	2	3	4
Communications Coordinator	1	19.21	20.22	21.28	21.52
<i>Per 2,080 Hours</i>		39,952.49	42,059.92	44,256.09	44,766.31
Dispatch / Records Communications Aide	7	17.28	18.17	19.13	19.33
<i>6 @ Per 1947 Hours</i>		33,639.36	35,383.63	37,252.48	37,626.25
<i>1 @ Per 976 Hours</i>		16,862.87	17,737.25	18,674.07	18,861.44

### SCHEDULE V PUBLIC WORKS DEPARTMENT

Pay Grade	Classification Title	Step					
		1 0-11 mos.	2 12-23 mos.	3 24-35 mos.	4 36-47 mos.	5 48-59 mos.	6 60+ mos.
A	Lab Assistant	10.00	10.22	10.44	10.67	10.89	11.12
B	Custodian/Groundskeeper <i>Per 1,040 Hours</i>	15.41 <i>16,029.23</i>	16.00 <i>16,637.08</i>	16.58 <i>17,244.93</i>	17.14 <i>17,830.26</i>	17.72 <i>18,426.86</i>	18.29 <i>19,023.45</i>
C	Laborer II <i>Per 2,080 Hours</i>	18.01 <i>37,461.57</i>	18.59 <i>38,677.27</i>	19.17 <i>39,870.45</i>	19.74 <i>41,063.64</i>	20.33 <i>42,279.34</i>	20.89 <i>43,450.01</i>
D	Building Maintenance <i>Per 2,080 Hours</i>	20.16 <i>41,941.65</i>	20.75 <i>43,157.35</i>	21.30 <i>44,305.51</i>	21.91 <i>45,566.23</i>	22.47 <i>46,736.91</i>	23.05 <i>47,952.61</i>
	<i>Per 1,560 Hours</i>	<i>31,456.23</i>	<i>32,368.01</i>	<i>33,229.13</i>	<i>34,174.67</i>	<i>35,052.68</i>	<i>35,964.45</i>
E	Engineering Technician Laborer I Laborer I - Mechanic Code Enforcement/Building Maintenance Water Operator - no certification Wastewater Operator - no certification Wastewater Operator/Lab Technician - no certification <i>Per 2,080 Hours</i>	22.56 <i>46,917.01</i>	23.06 <i>47,975.12</i>	23.56 <i>49,010.72</i>	24.07 <i>50,068.82</i>	24.57 <i>51,104.42</i>	25.09 <i>52,185.04</i>
<b>Grade F:</b>	Additional \$0.20 per hour above Pay Grade E upon successful completion and receipt of Grade I certification and one sub grade.						
<b>Grade G:</b>	Additional \$0.79 per hour above Pay Grade E upon successful completion of Grade II and all Grade II sub grades required by Wisconsin Administrative Code for the City of Whitewater Wastewater Utility.						
<b>Grade H:</b>	Additional \$1.06 per hour above Pay Grade E upon successful completion of Grade IV and all Grade IV sub grades required by Wisconsin Administrative Code for the City of Whitewater Wastewater Utility.						
<b>Grade I:</b>	Additional \$1.56 per hour above Pay Grade E for the position of Lab Manager/Operator.						

**SCHEDULE VI  
WHITEWATER POLICE DEPARTMENT**

Position	# of Positions	Effective Date	Hourly Wage	<i>Per 2,080 Hours *Patrol (2,008 Hours)</i>
Captain	1	1/1/2015	-	82,339.30
Lieutenant	1	1/1/2015	-	78,180.96
Sergeant*	3	1/1/2015	30.54	63,513.44
Detective Sergeant	1	1/1/2015	31.63	65,790.82
Detective	2	1/1/2015	30.24	62,905.44
Juvenile Officer	1	1/1/2015	30.24	62,905.44
Patrol Officer I*	14	1/1/2015	28.95	58,126.78
Patrol Officer II*		1/1/2015	26.22	52,658.19
Patrol Officer III*		1/1/2015	24.75	49,688.36
Position	# of Positions	Effective Date	Hourly Wage	<i>Per 2,080 Hours *Patrol (2,008 Hours)</i>
Captain	1	7/1/2015	-	83,268.20
Lieutenant	1	7/1/2015	-	79,353.67
Sergeant*	3	7/1/2015	30.99	64,466.14
Detective Sergeant	1	7/1/2015	32.11	66,777.68
Detective	2	7/1/2015	30.70	63,849.02
Juvenile Officer	1	7/1/2015	30.70	63,849.02
Patrol Officer I*	14	7/1/2015	29.38	58,998.68
Patrol Officer II*		7/1/2015	26.62	53,448.06
Patrol Officer III*		7/1/2015	25.12	50,433.69

**SCHEDULE VII  
FIRE-RESCUE**

<b>Position</b>	<b># of Positions (Part-time)</b>	<b>Wage</b>
Fire-Inspector	3	\$11.00 per hour
Volunteer Fire	42	\$8.00 per call
Rescue Squad Captain	1	\$10.00 per call
Rescue Squad Lieutenant	4	\$9.00 per call
Rescue Squad Maintenance	1	\$100.00 per month
Rescue Squad EMT's		\$8.00 per call
EMT Driver		\$16.00 per hour
EMT Basic		\$17.50 per hour
EMT Intermediate		\$20.00 per hour
EMT On-Call Pay (Truck 1)		\$2.00 per hour
EMT On-Call Pay (Truck 2)		\$2.00 per hour
Fire Chief	1	\$15.00 per call
1st Asst. Fire Chief	1	\$13.00 per call
2nd Asst. Fire Chief	1	\$11.00 per call
Fire Vehicle Maintenance	6	\$50.00 per month
Fire Vehicle Maintenance	1	\$75.00 per month

**SCHEDULE VIII  
PART-TIME EMPLOYEES**

<b>Position</b>	<b># of Positions</b>	<b>Effective Date</b>	<b>Hourly Wage</b>
Community Service Officer	2	01/01/2015	\$10.75
Neighborhood Services Officer	2	01/01/2015	\$10.75

**SCHEDULE IX  
PART-TIME SEASONAL EMPLOYEES**

<b>Position</b>	<b>Steps</b>				
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Election Inspectors	10.00	10.00	10.00	10.00	10.00
Chief Election Inspectors	12.00	12.00	12.00	12.00	12.00
Crossing Guards	10.96	10.96	10.96	10.96	10.96
Cable TV Camera Operator	7.25	7.50	8.00	8.75	9.75
Activity Leaders	9.25	9.50	10.00	10.50	11.50
Program Attendants	7.25	7.50	7.75	8.00	8.25
Certified Instructors	10.00	11.00	12.00	13.00	15.00
Activity Instructors	7.75	8.00	8.25	8.50	8.75
Sport Officials	20.00	21.00	22.00	24.00	25.00
Seasonal Laborer	7.25	7.50	8.00	8.75	9.75

Resolution introduced by Councilmember Binnie, who moved its adoption. Seconded by Councilmember Bregant. AYES: Frawley, Abbott, Diebolt-Brown, Binnie, Bregant, Singer, Kidd. NOES: None. ABSENT: None. ADOPTED: February 3, 2015.

Cameron L. Clapper, City Manager

Michele R. Smith, City Clerk

**SECOND READING OF ORDINANCE – AMENDMENT TO “COMPLETE STREETS”  
ORDINANCE.**

**ORDINANCE ADOPTING COMPLETE STREETS GOALS**

## **AND GUIDELINES IN THE CITY OF WHITEWATER**

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

SECTION 1. Whitewater Municipal Code Chapter 11.51, Complete Streets Ordinance, is hereby created to read as follows:

### **11.51.010 FINDINGS**

By enacting this ordinance, the City of Whitewater will encourage healthy, active living, reduce traffic congestion and fossil fuel use, and improve the safety and quality of life of residents of the City of Whitewater by providing safe, convenient and comfortable routes for walking, bicycling, and public transportation.

### **11.51.020 PURPOSE**

The purpose of this Ordinance is to enable the Streets of the City of Whitewater to provide safe, convenient, and comfortable routes for walking, bicycling, and public transportation that encourage increased use of these modes of transportation, enable convenient travel as part of daily activities, improve the public welfare by addressing a wide array of health and environmental problems, and meet the needs of all Users of the Complete Streets, including children, older adults, and people with disabilities, and provide adequate parking for commercial and residential uses.

### **11.51.030 DEFINITIONS**

The following words and phrases, whenever used in this Chapter, shall have the meanings defined in this section unless the context clearly requires otherwise:

- A. “Complete Streets” means design features that contribute to a safe, convenient, or comfortable travel experience for Users, including but not limited to features such as: sidewalks; shared use paths; bicycle lanes; automobile lanes; paved shoulders; street trees and landscaping; planting strips; curbs; accessible curb ramps; bump outs; crosswalks; refuge islands; pedestrian and traffic signals, including countdown and accessible signals; signage; street furniture; bicycle parking facilities; public transportation stops and facilities; transit priority signalization; traffic calming devices such as rotary circles, traffic bumps, and surface treatments such as paving blocks, textured asphalt, and concrete; narrow vehicle lanes; raised medians; and dedicated transit lanes, and those features identified in the City of Whitewater Bicycle and Pedestrian Master Plan.
- B. “Street” means any public right of way, including arterials, connectors, alleys, ways, lanes, and roadways by any other designation, as well as bridges, tunnels, and any other portions of the transportation network.
- C. “Street Project” means the construction, reconstruction, retrofit, maintenance, alteration, or repair of any Street, and includes the planning, design, approval, and implementation processes, except that “Street Project” does not include minor routine

upkeep such as cleaning, sweeping, mowing, spot repair, or interim measures on detour routes.

- D. "Users" means individuals that use streets, including pedestrians, bicyclists, motor vehicle drivers, public transportation riders and drivers, and people of all ages and abilities, including children, youth, families, older adults, and individuals with disabilities.

#### 11.51.040 COMPLETE STREETS ORDINANCE GOALS AND GUIDELINES

The City of Whitewater shall attempt to enhance the safety, access, convenience and comfort of all Users of all ages and abilities, providing for equality in use between pedestrians (including people requiring mobility aids), bicyclists, transit Users, motorists and freight drivers, and businesses and residents who need adequate parking through the design, operation and maintenance of a transportation network, so as to create a connected network of facilities accommodating each mode of travel that is consistent with and supportive of the local community and businesses, recognizing that all streets are different and that the needs of various Users will be balanced in a flexible manner to achieve Complete Streets. This goal shall be implemented as follows:

- A. The City of Whitewater will consider including Complete Streets elements in all public transportation projects, in order to provide appropriate accommodation for bicyclists, pedestrians, transit Users and persons of all abilities, while promoting safe operation for all Users, in comprehensive and connected networks, in a manner consistent with, and supportive of, the surrounding community.
- B. As practical, the City of Whitewater shall incorporate Complete Streets infrastructure into existing streets so as to improve the safety and convenience of Users, construct and enhance the transportation network for each category of Users, and foster economic development and new employment.
- C. The City of Whitewater shall recognize that Complete Streets may be achieved through single elements incorporated into a particular project, or incrementally through a series of smaller improvements or maintenance activities over time. The City of Whitewater shall approach every transportation project and program as an opportunity to improve streets and a transportation network for all Users.
- D. The City of Whitewater shall use the Whitewater Bicycle and Pedestrian Master Plan, the Wisconsin Department of Transportation Bicycle Facility Design Handbook and the American Association of State Highway and Transportation Officials Guide for the Development of Bicycle Facilities as guides for meeting these goals.
- E. Complete Streets, bicycle, pedestrian, and transit facilities features shall be incorporated, when applicable and practical, in all city street projects, and reconstruction, repaving, and rehabilitation projects, with only the following exceptions:
  - (1) Bicycles or pedestrians are prohibited by law from using the facility.
  - (2) The cost of establishing bikeways or walkways as part of the project would be disproportionate in cost or to anticipated future use (not the current use).
  - (3) The existing right-of-way is constrained in a manner that inhibits simple addition of transit, bicycle, or pedestrian improvements. In this case, the city shall consider

alternatives such as lane reduction, lane narrowing, on-street parking relocation or reduction, shoulders, signage, traffic calming, or enforcement.

(4) Where such facilities would constitute a threat to public safety or health in the determination of the City Engineer or the City staff.

- F. All initial planning and design studies, and other project reviews, for public infrastructure projects requiring funding or approval by the City of Whitewater shall (1) evaluate the effect of the proposed project on safe travel by all Users, and (2) identify measures to mitigate any adverse impacts on such travel that are identified.
- G. When drafting or revising design guidelines, the City of Whitewater shall consider including Complete Streets infrastructure and goals, such as bicycle lanes and cycle tracks, sidewalks, street crossings, curb geometries, and planting strips. The design of new or reconstructed facilities should anticipate and support likely future demand for bicycling, walking and transit facilities.
- H. Because freight is important to the basic economy of the City and has unique right-of-way needs to support that role, freight will be a priority on streets classified as truck routes. Complete Streets improvements that are consistent with freight mobility but also support other modes shall be considered on these streets.
- I. Nothing in this ordinance is intended to impose any additional civil liability upon the City of Whitewater other than that which is imposed by existing law.

Ordinance introduced by Councilmember Kidd who moved its adoption. Seconded by Councilmember Bregant. AYES: Frawley, Abbott, Diebolt-Brown, Binnie, Bregant, Singer, Kidd. NOES: None. ABSENT: None. ADOPTED: February 3, 2015.

Cameron L. Clapper, City Manager

Michele R. Smith, City Clerk

**“CLASS B” BEER AND LIQUOR LICENSE FOR RAMON ROCHA, 292 S. WISCONSIN ST.** Wanda’s Waterfront restaurant located at the American Legion building has ceased operating. Ramon Rocha has negotiated the rental of the American Legion property with the Legion. It was moved by Abbott and seconded by Singer to approve the transfer of the “Class B” license (beer and liquor) from Wanda Milmanow to Ramon Rocha, for a business to be operated from the American Legion building at 292 Wisconsin Street. AYES: Frawley, Abbott, Diebolt-Brown, Binnie, Bregant, Singer, Kidd. NOES: None. ABSENT: None.

**GEORGE STREET RECONSTRUCTION DISCUSSION.** Assistant City Manager Chris McDonell updated Council on plans for the reconstruction of George Street. Citizen input meetings have been held with neighbors. Michael Kaspar, resident of George Street, presented a Petition to the Council, wherein 80% of the property owners have signed in opposition to installation of sidewalks on the Street. A very lengthy discussion ensued, with many George Street residents vocalizing their opposition to sidewalks. Concerns about emergency routes during construction, and concerns about the effect of the reconstruction on drainage were expressed. City Manager Clapper voiced support for the sidewalks, particularly in light of the fact that there is a connection between George Street and the bike and pedestrian path. It was moved by Kidd and seconded by Abbott to eliminate sidewalks from the reconstruction plan for George Street. AYES: Frawley, Abbott, Brown, Binnie, Singer, Bregant, Kidd. NOES: None. ABSENT: None.

**RECREATION ACCESSIBILITY PRESENTATION.** Assistant City Manager McDonell has been working with Recreation Accessibility of Hoffman Estates, Illinois. The group has completed a review of city facilities and parks, and has analyzed the City's compliance with ADA requirements. The full report will contain twenty-eight site reports, from the Armory to Turtle Mound Park; a conclusion section with recommendations; and a transition plan. Further information will be forthcoming.

**DOWNTOWN ARMORY LANDMARK DESIGNATION DISCUSSION.** The Landmarks Commission has begun the process of designating the Downtown Armory at 146 W. North Street as a local Landmark. The Landmarks Commission has met and is in support of the designation. City Staff sought input from Council members as to their opinion. City Manager Clapper and Parks and Recreation Director Amundson indicated that they did not have much concern regarding the possibility of designating the Armory as a local Landmark, but that designation on the Federal register of historic places could create serious limitations for repairs / additions to the building. Landmarks Commission members confirmed that they were interested in obtaining only a local designation, and that they had no intention of pursuing a federal Landmark designation. Based on this confirmation, Council consensus was that they would support the designation of a local landmark, and encouraged the Commission to proceed with the process.

**WHITEWATER ARTS ALLIANCE CULTURAL ARTS BUILDING LEASE.** The Whitewater Arts Alliance has asked for consideration of a reduction of their rent payment for the White Building, from \$800 per month to \$400 per month. The Arts Alliance has contributed approximately \$75,000 towards improvements for the building, and continues to maintain their area of the building. It was moved by Kidd and seconded by Bregant to reduce the monthly rent for the upstairs of the White Building to \$400 per month. AYES: Frawley, Abbott, Diebolt-Brown, Binnie, Singer, Bregant, Kidd. NOES: None. ABSENT: None.

**POLICE SQUAD PURCHASE.** Police Chief Otterbacher reported that quotes were obtained from Ketterhagen Motors and Ewald Motors for purchase of replacement police vehicles. A total of \$65,000 was budgeted for the purchase of the vehicles. Although the local dealer, Ketterhagen, is slightly higher priced than Ewald, it was moved by Binnie and seconded by Abbott to authorize the purchase of a 2015 Taurus and a 2015 Explorer from Ketterhagen Motors, at prices of \$24,984.92 and \$27,098.74 respectively. AYES: Frawley, Abbott, Diebolt-Brown, Binnie, Singer, Bregant, Kidd. NOES: None. ABSENT: None.

**COUNCILMEMBER REQUESTS FOR FUTURE AGENDA ITEMS.** None.

**ADJOURNMENT.** Being no further business to come before the Council, it was moved by Abbott and seconded by Bregant to adjourn the meeting. AYES: Frawley, Abbott, Diebolt-Brown, Binnie, Bregant, Singer, Kidd. NOES: None. ABSENT: None. The meeting adjourned at 8:50 p.m.

Respectfully submitted,

Michele R. Smith, Clerk  
2/27/15



**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 17, 2015

The regular meeting of the Common Council was called to order at 6:30 p.m. by Council President Singer. MEMBERS PRESENT: Abbott, Diebolt-Brown, Binnie, Bregant, Singer, Kidd. MEMBERS ABSENT: Frawley. LEGAL COUNSEL PRESENT: McDonell.

It was moved by Binnie and seconded by Abbott to approve the Council Minutes of 1/20/15 and to acknowledge receipt and filing of the following: Whitewater Landmarks Commission Minutes of 12/4/14; Urban Forestry Commission Minutes of 7/22/14, 9/23/14, 9/29/14, 11/25/14 and 12/16/14; Whitewater Community Development Authority Minutes of 12/10/14; Parks and Recreation Board Minutes of 1/13/2015; Plan and Architectural Review Commission Minutes of 12/2/14 and 12/30/14; Police Department Consolidated Monthly Report for December, 2014; Financial Reports for January, 2014; and Report of Manually-Issued Checks for January, 2015. AYES: Abbott, Diebolt-Brown, Binnie, Bregant, Singer, Kidd. NOES: None. ABSENT: Frawley.

**PAYMENT OF INVOICES.** It was moved by Binnie and seconded by Abbott to approve payment of city invoices in the total sum of \$73,285.21. . AYES: Abbott, Diebolt-Brown, Binnie, Bregant, Singer, Kidd. NOES: None. ABSENT: Frawley.

**STAFF REPORTS:** None.

**CITIZEN COMMENTS:** None.

**OPPOSITION TO PROPOSED STATE BUDGET CUTS AS THEY RELATE TO UWW.**

**RESOLUTION OF THE CITY OF WHITEWATER COMMON COUNCIL  
ENCOURAGING THE STATE OF WISCONSIN GOVERNOR, SENATORS, AND  
REPRESENTATIVES TO ENSURE THAT THE UNIVERSITY OF WISCONSIN-  
WHITEWATER HAS ADEQUATE FUNDING TO FULFILL ITS EDUCATIONAL  
MISSION AND TO SUPPORT THE VITALITY OF THE WHITEWATER  
COMMUNITY**

**WHEREAS**, since 1904 the Wisconsin Idea has reminded us that the University of Wisconsin System serves as a primary, and often the primary, intellectual and economic engine for our State, and

**WHEREAS**, in the City of Whitewater we realize that the fiscal and cultural health of our City is closely aligned with the health of the University of Wisconsin-Whitewater, and

**WHEREAS**, an approximate \$6 million dollar decrease in the budget of the University of Wisconsin-Whitewater would have significant negative consequences, both for the University and for the City of Whitewater.

Now, therefore, **BE IT RESOLVED** as follows:

The City of Whitewater Common Council encourages our Governor, Senators, and Representatives to ensure that the University of Wisconsin-Whitewater has adequate funding to fulfill its educational mission and to support the vitality of our community.

Resolution introduced by Councilmember Binnie, who moved its adoption. Seconded by Councilmember Kidd. AYES: Abbott, Diebolt-Brown, Binnie, Bregant, Singer, Kidd. NOES: None. ABSENT: Frawley. ADOPTED: February 17, 2015.

Cameron L. Clapper, City Manager

Michele R. Smith, City Clerk

**LEAGUE OF WISCONSIN MUNICIPALITIES PARTNERSHIP FOR PROSPERITY AGENDA.**

**RESOLUTION OF THE CITY OF WHITEWATER COMMON COUNCIL  
ADOPTING THE LEAGUE OF WISCONSIN MUNICIPALITIES' PARTNERSHIP FOR  
PROSPERITY: AN AGENDA FOR A COMPETITIVE 21<sup>ST</sup> CENTURY WISCONSIN**

**Whereas**, the state Legislature and the Governor understand that job creation and economic growth is a top priority; and

**Whereas**, municipalities are the foundation of Wisconsin's economy and local leaders share the same goal of job creation and economic vitality;

**Whereas**, the state should focus its support and limited resources for local government on incorporated communities, which are the economic engines of the state as evidenced by the following:

- Wisconsin's metropolitan regions already account for 75% of the state's Gross Domestic Product.
- Wisconsin's cities and villages are home to 70 percent of the state's population, 87 percent of all manufacturing property, and 89 percent of all commercial property.
- Most of the small businesses created in Wisconsin get their start in cities and villages.
- Cities and villages are where nearly all technology based entrepreneurship is occurring in Wisconsin.
- Startups and other knowledge-based economic activity occur almost exclusively within cities and villages.

**Whereas**, to compete globally, Wisconsin needs to develop and maintain quality communities that can attract and retain talent and enterprise and spur job creation;

**Whereas**, for the state's economy to flourish, state and local leaders must work collaboratively;

**Whereas**, the League's *Partnership for Prosperity* legislative agenda recognizes that thriving municipalities are critical to a successful state economy and calls for a new state-local partnership to drive the state's economy forward and spur job creation by:

- 1) Helping communities continue to provide quality local services while holding the line on property taxes.
- 2) Investing in local transportation infrastructure.
- 3) Enhancing and promoting economic development best practices, like the expansion of the historic tax credit that was accomplished in the 2013-2014 legislative session.

**Now, Therefore, Be It Resolved**, that the City of Whitewater urges the Governor and the Legislature to work collaboratively with municipal leaders to accomplish the critical goals of job creation and economic growth.

**Be it Further Resolved**, that the City of Whitewater urges the Legislature and the Governor to enact the League's *Partnership for Prosperity* agenda.

Resolution introduced by Councilmember Binnie, who moved its adoption. Seconded by Councilmember Abbott. AYES: Abbott, Diebolt-Brown, Binnie, Bregant, Singer, Kidd. NOES: None. ABSENT: Frawley. ADOPTED: February 17, 2015.

Cameron L. Clapper, City Manager

Michele R. Smith, City Clerk

**APPROVAL OF AGREEMENT WITH WIN FOR USE OF CITY CONDUIT ALONG MAIN STREET.** WIN has provided the City with access to fiber cable in UWW McGraw Hall, as well as along Main Street, Starin Road, and at the Innovation Center. WIN has now requested the use of a portion of City conduit crossing under Fremont Street (along Main Street). It was moved by Binnie and seconded by Bregant to approve the Agreement with WIN relating to use of City conduit along Main Street.

AYES: Abbott, Diebolt-Brown, Binnie, Bregant, Singer, Kidd. NOES: None. ABSENT: Frawley.

**STRAND ENGINEERING SERVICES AGREEMENT FOR DOWNTOWN ARMORY RAMP AND STAIRS.** The Armory ramp has been in need of replacement. An ADA audit of the Armory indicated that the stairs are not compliant with ADA standards. Parks Director Amundson indicated that there is likely a financial benefit in combining the Armory ramp project with the stairs replacement project. Councilmember Binnie recommended that the possibility of installation of an electric lift be explored as well. It was moved by Binnie and seconded by Singer to approve an agreement with Strand for completion of engineering services relating to the Downtown Armory ramp and stairs, with the understanding that consideration of an electric lift will be incorporated in the proposal. AYES: Abbott, Diebolt-Brown, Binnie, Bregant, Singer, Kidd. NOES: None. ABSENT: Frawley.

**MEMORANDUM OF UNDERSTANDING ("MOU") BETWEEN CITY AND UWW POLICE SERVICES FOR USE OF CITY'S EMERGENCY OPERATIONS CENTER IN THE EVENT OF AN EMERGENCY.** It was moved by Binnie and seconded by Abbott to approve the MOU between the UWW Police Services Department and the City of Whitewater, relating to use of the City's emergency operations center (assuming it is available) in the event of an emergency. AYES: Abbott, Diebolt-Brown, Binnie, Singer, Bregant, Kidd. NOES: None. ABSENT: Frawley.

**WISCONSIN BUDGET AS PROPOSED BY GOVERNOR SCOTT WALKER.** City Manager Clapper presented details regarding Governor Walker's budget proposal, and provided information as to how the proposal would affect the City, the UW-Whitewater, and the Whitewater Unified School District. Further information will be forthcoming.

**EXECUTIVE SESSION.** It was moved by Singer and seconded by Abbott to adjourn to Closed Session, to reconvene approximately 10 minutes after adjournment to closed session per Wisconsin Statutes 19.85(1)(e) "Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session." Item to be Discussed: Possible purchase of 330 N. Fremont Street. AYES: Abbott, Diebolt-Brown, Binnie, Singer, Bregant, Kidd. NOES: None. ABSENT: Frawley. The regular portion of the meeting adjourned at 7:20 p.m.

**RECONVENE INTO OPEN SESSION:** At 7:40 p.m., the Common Council reconvened into open session.

**RESOLUTION APPROVING PURCHASE OF 330 N. FREMONT STREET.** It was noted that funds to purchase this property were borrowed in 2014, in conjunction with funds to complete the Eastgate project.

**RESOLUTION AUTHORIZING THE PURCHASE OF 330 NORTH FREMONT STREET,  
WHITEWATER, WISCONSIN.**

WHEREAS, the property located at 330 North Fremont Street in the City of Whitewater, Wisconsin, is presently available for purchase, and

WHEREAS, said property would be an important asset for the City of Whitewater for the purpose of expanding its facilities, and

WHEREAS, it is in the City of Whitewater's best interest to purchase said property.

NOW THEREFORE, BE IT RESOLVED, THAT that the City Manager and the city Clerk are authorized to sign any and all documents necessary to purchase the property located at 330 North Fremont Street, Whitewater, Wisconsin.

Resolution introduced by Councilmember Binnie, who moved its adoption. Seconded by Councilmember Abbott. AYES: Abbott, Diebolt-Brown, Binnie, Singer, Bregant, Kidd. NOES: None. ABSENT: Frawley. ADOPTED: February 17, 2015.

Cameron L. Clapper, City Manager

Michele R. Smith, City Clerk

**COUNCILMEMBER REQUESTS FOR FUTURE AGENDA ITEMS.** Councilmember Kidd requested that discussion regarding the City's special assessment policy as it relates to improvements to benefitting property be discussed at the March 3, 2015 council meeting.

**ADJOURNMENT.** It was moved by Abbott and seconded by Bregant to adjourn the meeting. AYES: Abbott, Diebolt-Brown, Binnie, Singer, Bregant, Kidd. NOES: None. ABSENT: Frawley. The meeting adjourned at 7:45 p.m.

Respectfully submitted,

Michele R. Smith, City Clerk

## Report Criteria:

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
<b>ABENDROTH WATER COND</b>						
502	ABENDROTH WATER COND	502-030415	WASTEWATER/LAB SUPPLIES	03/04/2015	51.43	620-62870-340
502	ABENDROTH WATER COND	502-030415	WASTEWATER/WATER SUPPL	03/04/2015	35.00	620-62840-340
Total ABENDROTH WATER COND:					86.43	
<b>ANICH LUMBER &amp; HARDWAR CO, AJ</b>						
1601	ANICH LUMBER & HARDWAR C	20718	WASTEWATER/RBC BEAMS	03/04/2015	284.98	620-62860-357
Total ANICH LUMBER & HARDWAR CO, AJ:					284.98	
<b>AT&amp;T LONG DISTANCE</b>						
4746	AT&T LONG DISTANCE	4746-030415	CABLE/LONG DISTANCE	03/04/2015	44.40	200-55110-225
Total AT&T LONG DISTANCE:					44.40	
<b>BURNS INDUSTRIAL SUPPLY</b>						
28	BURNS INDUSTRIAL SUPPLY	553139	STREET/EQUIPMENT REPAIRS	04/03/2015	144.28	100-53320-353
28	BURNS INDUSTRIAL SUPPLY	553660	STREET/EQUIPMENT REPAIRS	04/03/2015	78.61	100-53320-353
Total BURNS INDUSTRIAL SUPPLY:					222.89	
<b>DALE'S BOOTERY LLC</b>						
4598	DALE'S BOOTERY LLC	DPW SAFETY	STREET/BECKMAN	03/04/2015	141.53	100-53300-118
4598	DALE'S BOOTERY LLC	DPW SAFETY	STREET/HIMSEL	03/04/2015	185.00	100-53300-118
4598	DALE'S BOOTERY LLC	DPW SAFETY	STREET/FREEMAN	03/04/2015	184.45	100-53300-118
Total DALE'S BOOTERY LLC:					510.98	
<b>DIVERSIFIED BENEFIT SVC INC</b>						
4192	DIVERSIFIED BENEFIT SVC INC	197610	FINANCE/FEBRUARY SVC	03/04/2015	424.68	100-51500-217
Total DIVERSIFIED BENEFIT SVC INC:					424.68	
<b>DOMINION VOTING SYSTEMS INC</b>						
6089	DOMINION VOTING SYSTEMS I	DVS112848	GEN ADMN/ELECTION BATTER	03/04/2015	50.00	100-51400-340
Total DOMINION VOTING SYSTEMS INC:					50.00	
<b>EMERGENCY COMMUNICATION SYSTEMS</b>						
7060	EMERGENCY COMMUNICATIO	2227	EM GOV/SIREN REPAIR	03/04/2015	517.43	100-52500-242
Total EMERGENCY COMMUNICATION SYSTEMS:					517.43	
<b>GABBEY, ROBERT</b>						
1945	GABBEY, ROBERT	MARCH 2015	FIRE/CELL PHONE REIMBURSE	03/04/2015	20.00	100-52200-225
Total GABBEY, ROBERT:					20.00	
<b>GMA PRINTING INC</b>						
1920	GMA PRINTING INC	R044983	RESCUE/RECRUITMENT FORM	03/04/2015	20.49	100-52300-810
1920	GMA PRINTING INC	R045053	FIRE/LEVERENZ BUSINESS CA	03/04/2015	50.49	100-52200-340

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
Total GMA PRINTING INC:					70.98	
<b>J J KELLER &amp; ASSOCIATES INC</b>						
7107	J J KELLER & ASSOCIATES INC	9100520007	GEN ADMN/FMLA MANAGER LI	03/04/2015	765.00	100-51400-310
Total J J KELLER & ASSOCIATES INC:					765.00	
<b>JOHN DEERE FINANCIAL</b>						
6276	JOHN DEERE FINANCIAL	IW39256	GEN BLDG/O RINGS	03/04/2015	8.20	100-51600-355
Total JOHN DEERE FINANCIAL:					8.20	
<b>JOHNSON BLOCK &amp; CO INC</b>						
4258	JOHNSON BLOCK & CO INC	419118	FINANCE/AUDIT THRU 1/31/15	03/04/2015	3,640.00	100-51500-214
4258	JOHNSON BLOCK & CO INC	419118	WATER/AUDIT THRU 1/31/15	03/04/2015	840.00	610-61923-210
4258	JOHNSON BLOCK & CO INC	419118	WASTEWATER/AUDIT THRU 1/3	03/04/2015	840.00	620-62810-118
4258	JOHNSON BLOCK & CO INC	419118	STORMWATER/AUDIT THRU 1/3	03/04/2015	280.00	630-63300-214
4258	JOHNSON BLOCK & CO INC	419118	GEN ADMN/ELECTION WORKE	03/04/2015	40.00	100-51500-214
Total JOHNSON BLOCK & CO INC:					5,640.00	
<b>MILPORT ENTERPRISES INC</b>						
1408	MILPORT ENTERPRISES INC	212849	WASTEWATER/ALUM	03/04/2015	5,755.99	620-62840-341
Total MILPORT ENTERPRISES INC:					5,755.99	
<b>STATE BAR OF WISCONSIN</b>						
129	STATE BAR OF WISCONSIN	525607	COURT/CHILDREN & JUVENILE	03/04/2015	72.35	100-51200-320
Total STATE BAR OF WISCONSIN:					72.35	
<b>STRAND ASSOCIATES INC</b>						
358	STRAND ASSOCIATES INC	0108572	STORMWATER/BLOOMINGFIEL	03/04/2015	594.40	630-63440-850
358	STRAND ASSOCIATES INC	0108572	STORMWATER/E CLAY DETEN	03/04/2015	467.02	630-63440-855
358	STRAND ASSOCIATES INC	0109443	E GATEWAY/JAN SVC	03/04/2015	2,470.49	450-57500-873
358	STRAND ASSOCIATES INC	0109444	GEORGE ST/RECONSTRUCTIO	03/04/2015	12,830.41	450-57500-898
358	STRAND ASSOCIATES INC	0109445	STORMWATER/PLEASANT ST	03/04/2015	365.05	630-63440-820
358	STRAND ASSOCIATES INC	0109446	STORMWATER/FRANKLIN & AN	03/04/2015	340.92	630-63440-845
Total STRAND ASSOCIATES INC:					17,068.29	
<b>TRANS UNION LLC</b>						
1378	TRANS UNION LLC	01543857	NEIGHBORHOOD SVC/NSO CR	03/04/2015	23.96	100-52400-340
Total TRANS UNION LLC:					23.96	
<b>WALWORTH CO PUBLIC WORKS DEPT</b>						
2484	WALWORTH CO PUBLIC WORK	119	SNOW & ICE/EQUIPMENT RENT	03/04/2015	521.08	100-53320-295
2484	WALWORTH CO PUBLIC WORK	120	SNOW & ICE/SALT	03/04/2015	3,794.65	100-53320-460
Total WALWORTH CO PUBLIC WORKS DEPT:					4,315.73	
<b>WAUKESHA CO TECH COLLEGE</b>						
536	WAUKESHA CO TECH COLLEG	008514	FIRE/HOUK FIREFIGHTER 1 CR	03/04/2015	85.26	100-52200-211
Total WAUKESHA CO TECH COLLEGE:					85.26	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
<b>WHITEWATER CHAMBER OF COMMERCE</b>						
628	WHITEWATER CHAMBER OF C	4TH QUARTE	ROOM TAX/4TH QUARTER 2014	03/04/2015	9,208.88	100-51100-715
Total WHITEWATER CHAMBER OF COMMERCE:					9,208.88	
<b>WHITEWATER FIRE DEPT</b>						
284	WHITEWATER FIRE DEPT	3-4-15 REIMB	FIRE/FRAWLEY LAKE GENEVA	03/04/2015	68.57	100-52200-351
284	WHITEWATER FIRE DEPT	3-4-15 REIMB	FIRE/MENARD INFRARED TEM	03/04/2015	31.96	100-52200-340
284	WHITEWATER FIRE DEPT	3-4-15 REIMB	FIRE/WSFCA	03/04/2015	85.00	100-52200-340
284	WHITEWATER FIRE DEPT	3-4-15 REIMB	FIRE/WALMART	03/04/2015	7.74	100-52200-340
284	WHITEWATER FIRE DEPT	3-4-15 REIMB	FIRE/WALMART GATORADE	03/04/2015	83.56	100-52200-340
284	WHITEWATER FIRE DEPT	3-4-15 REIMB	FIRE/STENCILS ONLINE	03/04/2015	67.33	100-52200-340
284	WHITEWATER FIRE DEPT	3-4-15 REIMB	FIRE/WALMART OFFICE SUPPL	03/04/2015	104.42	100-52200-310
284	WHITEWATER FIRE DEPT	3-4-15 REIMB	FIRE/FIREMATIC LENS	03/04/2015	39.93	100-52200-241
284	WHITEWATER FIRE DEPT	3-4-15 REIMB	FIRE/841 BREWHOUSE 1/2 BAN	03/04/2015	3,340.46	100-52200-790
284	WHITEWATER FIRE DEPT	3-4-15 REIMB	FIRE/MUSIC 4 U BANQUET DJ 1	03/04/2015	100.00	100-52200-790
Total WHITEWATER FIRE DEPT:					3,928.97	
<b>WI DEPT OF JUSTICE</b>						
69	WI DEPT OF JUSTICE	L6505T 02/06/	BEV OP/RECORD CHECK	03/04/2015	7.00	100-44122-51
69	WI DEPT OF JUSTICE	L6505T 02/06/	REC/RECORD CHECK	03/04/2015	14.00	100-51400-310
69	WI DEPT OF JUSTICE	L6505T 02/06/	RESCUE/RECORD CHECK	03/04/2015	7.00	100-52300-310
Total WI DEPT OF JUSTICE:					28.00	
<b>WI MUNICIPAL JUDGES ASSOC</b>						
2205	WI MUNICIPAL JUDGES ASSOC	2015 DUES	COURT/KELLY MEMBERSHIP	03/04/2015	100.00	100-51200-320
Total WI MUNICIPAL JUDGES ASSOC:					100.00	
<b>WI SUPREME COURT</b>						
2206	WI SUPREME COURT	64-0291 1	COURT/CONTINUING JUDICIAL	03/04/2015	700.00	100-51200-320
Total WI SUPREME COURT:					700.00	
Grand Totals:					49,933.40	

Dated: 02/25/2015

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, January 19, 2015, 6:30 pm  
**AMENDED 1/14/15, 9:30 AM**  
**Removal of Item #2 Consent Agenda****

1. Call to Order by Chairperson Hartwick at 6:31pm  
Present: Julie Caldwell, Sharon Knight, Anne Hartwick, Richard Helmick, Danielle Hudson, Cory Pepler  
Absent: none  
Staff Present: Stacey Lunsford, Diane Jaroch, Deana Rolfsmeyer  
Others: Cameron Clapper, City Manager, joined the meeting at approximately 7:30 pm
  
2. Approval of minutes of the December 15, 2014 regular meeting  
  
MSC Helmick/Knight to approve the December 15, 2014 minutes as amended  
Ayes: Caldwell, Knight, Hartwick, Helmick, Hudson, Pepler  
Nays: None
  
3. Acknowledgment of receipt of financial reports for November 2014  
  
MSC Caldwell/Hudson to acknowledge receipt of financial reports for November 2014  
Ayes: Caldwell, Knight, Hartwick, Helmick, Hudson, Pepler  
Nays: None
  
4. Acknowledgment of receipt of financial report of special revenue fund receipts for December 2014  
  
MSC Helmick/Knight to acknowledge receipt of financial report of special revenue fund receipts for December 2014  
Ayes: Caldwell, Knight, Hartwick, Helmick, Hudson, Pepler  
Nays: None
  
5. Approval of payment of invoices for December 2014
  - a) Helmick asked if this was a final invoice for the conceptual plan. Will there be more costs? Lunsford answered yes, for this conceptual plan. The next phase will incur additional costs.  
MSC Hartwick/Hudson to approval of payment of invoices for December 2014 with additional receipt provided by Lunsford  
Ayes: Caldwell, Knight, Hartwick, Helmick, Hudson, Pepler  
Nays: None
  
6. Acknowledgment of receipt of statistical reports for December 2014
  - a) Lunsford informed that there are still difficulties with running reports. She has been comparing system data with other sources of circulation statistics. Contacted other directors in Jefferson County.

*Anyone requiring special arrangements is asked to call the office of the Library Director (473-0530) 72 hours prior to the meeting.*



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- b) Starting with January's statistics, Lunsford will use a new format.
- c) Annual DPI report will come to the Board for approval, to be submitted to DPI by March 1, 2015

MSC Caldwell/Helmick to acknowledge receipt of statistical report for Decemeber 2014  
Ayes: Caldwell, Knight, Hartwick, Helmick, Hudson, Peppler  
Nays: None

7. Acknowledgment of receipt of treasurer's reports for December 2014

MSC Hartwick/Peppler to acknowledge receipt of the treasurer's reports for December 2014  
Ayes: Caldwell, Knight, Hartwick, Helmick, Hudson, Peppler  
Nays: None

8. Hearing of Citizen Comments

- a) No comments made

9. Old Business

a) Library Building Expansion Project ~ Discussion

1. Helmick brought up concern about the exit doors from Young Adult looking too much like a front entrance
2. Members also expressed concern of visibility in the Young Adult and Children's sections
3. Concern about the entrance onto the deck through the Children's section
4. Helmick mentioned the new design fitting in with the surrounding historic homes
5. Knight suggested getting more feedback; architects presented more significant changes than originally thought
6. Lunsford reminded members that the schematics are only a concept; the layout is the most important thing right now.
7. Additional questions about downstairs spaces, particularly Local History room and storage rooms.
8. Knight wondered about the openness of the design creating more noise.
9. Hudson recommended visiting other libraries.
10. Inquiry as to if/how much the City can help with cost of the planning expenses.
11. Next steps
  - Await contract request
  - Tweaking the schematic design, and securing an estimate
  - Taking it to the public for feedback
  - Board approval of the schematic design
  - Presenting the approved design to City Council

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- b) Council and Community Communications ~ Discussion
  - 1. City will be appointing the Council representative at their next meeting (this week)

10. New Business

- a) Review of 2014 Trustee Goals and Objectives ~ Discussion
  - 1. Continue with the same objectives for 2015, removing the finished objectives
  - 2. Discussed completed objectives and added replacements
    - Trustee involvement in library activities was discussed
- b) 2015 Trustee Goals and Objectives
  - 1. Will return to and approve at the next meeting, after revisions made
  - 2. Discussion also about Staff Objectives, with much input from Lunsford. Revisions are being made. Some input made by Board members.
  - 3. Staff Objectives will be presented to Board at the February meeting

- c) Review and reapproval of Issuance of Library Cards to Minor Children of Patron with Delinquent Accounts Policy ~ Action

MSC Helmick/Knight to approve the renewal of the policy as written  
Ayes: Caldwell, Knight, Hartwick, Helmick, Hudson, Pepler  
Nays: None

- d) Review of Trustees Essentials Chapter 8 ~ Discussion
  - 1. Postponed until February Board meeting

11. Reports

- a) Director's Report
  - 1. Lunsford: W3LLFEST is Sunday, March 15, 12noon-4pm
  - 2. I contacted Unique Management Services regarding discontinuing use of their services. I mailed a formal letter out December 16.
  - 3. We have completed interviews for the Customer Service Specialist and the Customer Service Assistant positions. We will be contacting references and waiting for police background checks to be completed.
  - 4. Due to a family emergency, the book sale that was scheduled for the week of January 5 was cancelled. The person in charge of the sale was unavailable and we were unable to round up enough volunteers to bring boxes of books up the stairs from the basement. We look forward to an elevator in the new addition.
  - 5. MobileCirc is still in its testing phase so it is not yet available to use.
  - 6. I chaired the first trio Directors Council meeting on January 8. Our next meeting is February 12. We appointed members to the Circulation

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Committee and the Catalog Records & Standards Committee. Their first meetings will be February 5 and 6 in Watertown. I will attend the first meetings to help them get a Chair elected and decide on who will take the minutes.

7. The Irvin L. Young Auditorium's new Development Director, Shawn Werner, contacted us about partnering for another Big Read. The title chosen is *My Ántonia* by Willa Cather. The Auditorium will be presenting a show, *Call Me William* about Willa Cather, as their centerpiece for the Big Read. I have sent them our letter of support for the application and suggested two programs for our library, one on genealogy, "Our Immigrant Ancestors," that will tie in with services that we offer (Family Search Affiliate Library program, digital newspapers, Ancestry.com and HeritageQuest) and an all-day event in which we have demonstrations of typical pioneer activities that people can try out hands-on. We can tie that to our Seed Exchange Library and our Create-It Lab. The Big Read would be in November 2015.
8. We will again be a weigh-in location for the 2015 Slimdown Challenge sponsored by Whitewater Wellness.
9. The Jefferson County Library Council set up an exploratory committee to review our options for library system membership. We received this email update from Sue Hartwick, President of the JCLC:

*We had our first meeting on January 7<sup>th</sup> to begin the process of reviewing our library system affiliation options. We heard back from all five systems to which we do, or could potentially, belong and they have all expressed interest in us. They have each completed the questionnaire we sent out and some have sent us additional information.*

b) Adult Services Report

1. We welcomed antique appraiser Mark Moran back to the library on December 10<sup>th</sup> and as always he was very popular. 40 people brought items to be appraised and there were several people in attendance who simply wanted to observe the process. I have already booked Mark for September 23<sup>rd</sup>, 2015. Those in attendance are always so grateful that we offer this service for free, and several asked if they could make a donation.
2. 10 people attended Maker Monday. We made greeting cards and decorated gift containers. Our new Big Shot manual die cut machine was available for use and everyone enjoyed seeing how it worked in comparison to the Cricut machine. The simplicity of the machine was a big draw.
3. I proctored one online graduate exam during the month of December.

*Anyone requiring special arrangements is asked to call the office of the Library Director (473-0530) 72 hours prior to the meeting.*



**Irvin L. Young Memorial Library  
431 W Center St  
Whitewater WI 53190  
Board of Trustees Regular Meeting  
Community Room  
Monday, January 19, 2015, 6:30 pm  
AMENDED 1/14/15, 9:30 AM  
Removal of Item #2 Consent Agenda**

c) Youth Educational Services Report

1. Early Literacy Classes

- We have a new line up of early literacy classes starting January 13<sup>th</sup>. Rather than having Lapsit, Toddler, and Preschool classes we now have Rhyme Time, Little Listeners and Growing Readers. Age restrictions have been removed and parents are encouraged to sign up for the classes based on the content and what they feel is appropriate for their child.
- In addition, the library has purchased learning manipulatives for the children to engage with after class is finished. Manipulatives include soft building blocks, toy cars, connect builders, and motor jars.
- Other changes include using monthly rather than weekly themes, an increase in repetitive content, and an increase use of nursery rhymes.

2. LEGO Engineering Club

- December saw our highest level of attendance yet with 13 kids participating in making “Something to get to Grandma’s House”. My personal favorite was the rocket powered unicycle.

3. 1000 Books Before Kindergarten

- Planning and preparation continues for the kick-off of this program on January 31<sup>st</sup>. Thanks to the generous donation of funds and time from our Friends of the Library group, Curious George will be making an appearance at this event, which will include a thirty minute storytime and a craft.
- Whitewater Leads has organized a book drive in order to both promote the program and to generate books that can be left in locations convenient to individuals who have difficulty getting to the library. Their volunteers will be dropping off bags at every household in Whitewater on the 24<sup>th</sup> of January and picking them up on the 31<sup>st</sup>. Flyers regarding the 1000 Books program will be included with the bags.

4. Teen Advisory Board

- We held our first Teen Advisory Board meeting on Monday, January 12<sup>th</sup>. The Teen Advisory Board is open to students ages 13-18. The TAB is responsible for planning and implementing teen programs, making recommendations for the collection, and has the opportunity to advise me on the teen space. While interest in the group was expressed, we had no attendees.

5. Collection Management

*Anyone requiring special arrangements is asked to call the office of the Library Director (473-0530) 72 hours prior to the meeting.*



**Irvin L. Young Memorial Library  
431 W Center St  
Whitewater WI 53190  
Board of Trustees Regular Meeting  
Community Room  
Monday, January 19, 2015, 6:30 pm  
AMENDED 1/14/15, 9:30 AM  
Removal of Item #2 Consent Agenda**

- I am in the process of weeding out the juvenile fiction section. My hope is to move all of the paperbacks into that area in order to acquire more space within the children's department. In addition, I hope to increase the circulation of all of these items by keeping them collocated. I also hope to find room for a series section.

12. Board member requests for future agenda items

- a) No additional requests made

13. Confirmation of next meeting on February 16, 2015, 6:30 pm

14. Adjournment into Closed Session **NOT TO RECONVENE** per Wisconsin State Statute 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."

Items to be discussed:

1. Terminated employee grievance
2. Review of performance evaluations for the Library Director

MSC Caldwell/Hudson to adjourn into closed session. Stacey Lunsford, Diane Jaroch, and Cameron Clapper were present with board permission. Roll call vote:

Caldwell, aye  
Knight, aye  
Hartwick, aye  
Helmick, aye  
Hudson, aye  
Peppler, aye

Meeting was closed to the public at 8:01 pm

Lunsford, Jaroch, and Clapper left the meeting after the Termination discussion and before the Director evaluation discussion.

Respectfully submitted,  
Cory Peppler  
Secretary/School District Representative

*Anyone requiring special arrangements is asked to call the office of the Library Director (473-0530) 72 hours prior to the meeting.*



*City of Whitewater Council Agenda Item Information Sheet*

MEETING DATE: **03/03/15**

ITEM: **Resolution Regarding the State Budget**

PRESENTER:

PREVIOUS ACTION, IF ANY: **A similar resolution related to the UW-Whitewater and UW System was adopted by the Common Council on February 17, 2015.**

SUMMARY OF ITEM BEING PRESENTED:

**While not a direct cut to funding for municipalities, cuts for the Whitewater Unified School District (WUSD) as proposed in the Governor's 2015-2017 state budget would have a negative impact on the community as a whole. The budget as proposed will freeze the levy limit for WUSD through 2017. Also included in the proposed budget is the elimination of "categorical funding" which equates to an estimated \$150 per pupil, or \$290,000 for the 2015-2016 academic year.**

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

STAFF RECOMMENDATION: **None.**

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

**Draft Resolution**

FOR MORE INFORMATION CONTACT:

**Cameron Clapper, [cclapper@whitewater-wi.gov](mailto:cclapper@whitewater-wi.gov), 262-473-0100.**

**RESOLUTION OF THE CITY OF WHITEWATER COMMON COUNCIL  
ENCOURAGING THE STATE OF WISCONSIN GOVERNOR, SENATORS, AND  
REPRESENTATIVES TO ENSURE THAT STATE OF WISCONSIN  
LOCAL SCHOOL DISTRICTS HAVE ADEQUATE FUNDING TO  
FULFILL THEIR EDUCATIONAL MISSION**

**WHEREAS**, Wisconsin public schools have an important role in educating students and preparing them to be productive members of society, and

**WHEREAS**, the Governor’s budget proposes no revenue limit per pupil increase in either year of the biennium. If passed, this will mean the Whitewater Unified School District will have a revenue limit in 2016-17 that is less than what it was in the 2009-10 school year, and

**WHEREAS**, in addition to the freeze on revenue limits, the budget proposal includes a \$150 per pupil decrease for public school funding in 2015-16. This will amount to a reduction of \$290,000 for the Whitewater Unified School District.

**WHEREAS**, proposed reductions in State funding of local districts may impair the districts’ abilities to fulfill their mission, and

**WHEREAS**, the proposed funding decreases may have significant negative consequences for local school districts and in particular the Whitewater Unified School District,

Now, therefore, **BE IT RESOLVED** as follows:

The City of Whitewater Common Council encourages our Governor, Senators, and Representatives to ensure that State of Wisconsin local school districts have adequate funding to fulfill their educational mission.

Resolution introduced by Councilmember \_\_\_\_\_, who moved its adoption. Seconded by Councilmember \_\_\_\_\_.

AYES:

NOES:

ABSENT:

ADOPTED:

\_\_\_\_\_  
Cameron Clapper, City Manager

\_\_\_\_\_  
Michele R. Smith, City Clerk

## MEMORANDUM

TO: Michele Smith, City Clerk

FROM: Lisa K. Otterbacher, Chief of Police

DATE: February 16, 2015

REF: ALCOHOL BEVERAGE LICENSE APPLICATION  
Anne's Pantry  
176 West Main Street  
Agent: Akbir Kaur Kand  
Sean Singh Chinna

---

Effective February 16, 2015, the following information is being supplied on an official basis concerning the license application of the above named party. Only that information which would bear upon this application is recorded. Traffic Violations are excluded.

Pertinent records of the appropriate local and state agencies have been searched as of this date with the following results:

No information was disclosed that would hinder the issuance of the above requested license.

LKO/cas

# ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning 3-1 20 15 ; (?)  
ending 20

TO THE GOVERNING BODY of the:  Town of } Whitewater  
 Village of }  
 City of }

County of \_\_\_\_\_ Aldermanic Dist. No. \_\_\_\_\_ (if required by ordinance)

1. The named  INDIVIDUAL  PARTNERSHIP  LIMITED LIABILITY COMPANY  
 CORPORATION/NONPROFIT ORGANIZATION

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): AKbir Kaur Kang  
Annie's Pantry Inc.

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

Title	Name	Home Address	Post Office & Zip Code
President/Member	<del>AKbir K. Kang</del> <u>AKbir K. Kang</u>	<u>2764 Kadlec DR # 9, Beloit WI</u>	<u>53511</u>
Vice President/Member	<u>None</u>		
Secretary/Member	<u>Sean Chinna Singh,</u>		
Treasurer/Member			
Agent	<u>Abkir K. Kang,</u>	<u>2764 Kadlec Dr., # 9, Beloit, WI</u>	
Directors/Managers	<u>None</u>		

3. Trade Name Annie's Pantry Business Phone Number cell 319-57  
4. Address of Premises 176 W. Main whitewater WI Post Office & Zip Code \_\_\_\_\_

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period?  Yes  No  
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant?  Yes  No  
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business?  Yes  No  
8. (a) **Corporate/limited liability company applicants only:** Insert state WI and date 1/13/15 of registration.  
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company?  Yes  No  
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin?  Yes  No  
(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Downstairs portion of 176 W. Main

10. Legal description (omit if street address is given above): Convenience Store - 176 W. Main St.  
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year?  Yes  No  
(b) If yes, under what name was license issued?

12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864]  Yes  No  
13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (608) 266-2776].  Yes  No  
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs?  Yes  No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of limited liability companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE ME  
this 30th day of January, 20 15  
Michele Smith  
(Clerk/Notary Public)

[Signature]  
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)  
[Signature]  
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)  
[Signature]  
(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

My commission expires \_\_\_\_\_

## TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

# AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name) <b>CHINNA</b>		(first name) <b>SEAN</b>		(middle name) <b>STANAH</b>	
Home Address (street/route) <b>7372 W. Ridge Ln</b>		Post Office <b>Cher</b>	City <b>Cherry Valley</b>	State <b>IL</b>	Zip Code <b>61016</b>
Home Phone Number <b>319-572-4667</b>		Age <b>34</b>	Date of Birth <b>2-2-1980</b>	Place of Birth <b>India</b>	

The above named individual provides the following information as a person who is (check one):

- Applying for an alcohol beverage license as an Individual.
- A member of a partnership which is making application for an alcohol beverage license.
- \_\_\_\_\_ of \_\_\_\_\_  
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

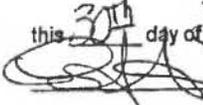
The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? \_\_\_\_\_
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? .....  Yes  No  
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? .....  Yes  No  
If yes, describe status of charges pending. \_\_\_\_\_
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? .....  Yes  No  
If yes, identify. Red Fuel 7 Inc 1888 Shopper Rd Beloit WI 53511 Class A  
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? .....  Yes  No  
If yes, identify. \_\_\_\_\_  
(Name of Wholesale Licensee or Permittee) (Address By City and County)
- Named individual must list in chronological order last two employers.

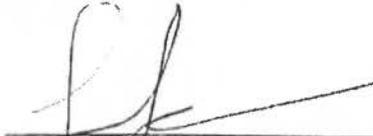
Employer's Name	Employer's Address	Employed From	To
<b>Sand R one Inc</b>	<b>1305 Russett Berlin WI</b>	<b>1-10-06</b>	<b>—</b>

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Subscribed and sworn to before me

this 30<sup>th</sup> day of January, 20 15  
  
(Clerk/Notary Public)

My commission expires JUNE 15, 2018

  
(Signature of Named Individual)

**EMPERATRIZ AGUIRRE  
NOTARY PUBLIC  
STATE OF WISCONSIN**



Wisconsin Department of Revenue

**AUXILIARY QUESTIONNAIRE  
ALCOHOL BEVERAGE LICENSE APPLICATION**

*[Redacted]*  
a/k/a "Annie"

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Kang		AKbir		Kaur	
Home Address (street/route)		Post Office	City	State	Zip Code
2764 Kadlec Dr #9			Beloit	WI	53511
Home Phone Number		Age	Date of Birth	Place of Birth	
319-572-9432 (cell)		32	03-03-1982	India	

The above named individual provides the following information as a person who is (check one):

- Applying for an alcohol beverage license as an individual.
- A member of a partnership which is making application for an alcohol beverage license.
- officer of Annie's Pantry, Inc.  
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

1. How long have you continuously resided in Wisconsin prior to this date? 3 years
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality?  Yes  No  
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality?  Yes  No  
If yes, describe status of charges pending.
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit?  Yes  No  
If yes, identify. Profuel Seven Inc., Beloit WI, Class B Beer Licence  
(Name, Location and Type of License/Permit)
5. Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin?  Yes  No  
If yes, identify.  
(Name of Wholesale Licensee or Permittee) (Address By City and County)
6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
Profuel Seven Inc.	1888 Shopiere Rd. Beloit WI	2 YRS	
Employer's Name	Employer's Address	Employed From	To

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Subscribed and sworn to before me

this 30<sup>th</sup> day of January, 20 15  
Michele Amick  
(Clerk/Notary Public)

X Annie Kang  
(Signature of Named Individual)

My commission expires \_\_\_\_\_

AnnieKang@rocketmail.com



Printed on Recycled Paper

Wisconsin Department of Revenue



*City of Whitewater Council Agenda Item Information Sheet*

MEETING DATE: **03/03/15**

ITEM: **WWTF Technical Memo. #4 Update & Approval of Engineering Agreement Amendment No.1**

PRESENTER: **Wastewater Superintendent and Donohue & Associates**

PREVIOUS ACTION, IF ANY: **Approved design and bid engineering services on 7/15/14. Staff and project engineers presented a status update to council on 12/16/14.**

**SUMMARY OF ITEM BEING PRESENTED:**

**Donohue & Associates, along with staff, will be providing an update on the Wastewater Facility Biological Upgrade Project. Specifically, the presentation will focus on Technical Memorandum #4 which deals with the Digestion Complex at the facility. As council will recall this memorandum was initially left out of the facility planning process due to a digestion feasibility study that was already in progress. Donohue will present its findings to council and provide explanations as necessary or desired relative to specific topics in the memorandum. In addition, Donohue will provide a general update regarding project status.**

**Staff is seeking input from council members on the inclusion of Technical Memorandum #4 items in the design and bid engineering phase of the upcoming Biological Upgrade Project at the utility. Based upon this input staff will be providing guidance to Donohue & Associates on how to precede with this aspect of the project.**

**BUDGET IMPACT, IF ANY:**

**The contract amendment costs of \$133,650 are fully reimbursable just as our primary Engineering Agreement is through the Clean Water Fund (CWF) Loan Program. Reimbursements to the City will begin upon loan closing slated for early 2016. Current payments are being funded by a Wastewater Utility reserve account. Additionally, any future construction costs relating to this technical memorandum will also be eligible for our CWF Loan.**

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

**STAFF RECOMMENDATION: Staff would recommend approval.**

**RECOMMENDED MOTION: To approve Amendment No. 1 of the Design and Bid Engineering Services Agreement with Donohue and Associates of Sheboygan, WI in the amount of \$133,650.**

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

**2/12/15 Amendment letter from Donohue to WDNR**

**Technical Memorandum #4.pdf**

**Amendment No. 1 to the Design and Bid Engineering Agreement**

**FOR MORE INFORMATION CONTACT:**

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



Donohue & Associates, Inc.  
3311 Weeden Creek Road | Sheboygan, WI 53081  
920.208.0296 | donohue-associates.com

February 12, 2015

Wisconsin Department of Natural Resources  
Bureau of Watershed Management  
101 South Webster Street  
Madison, Wisconsin 53707

Re: **Wastewater Facility Plan Amendment**  
City of Whitewater  
WPDES Permit No. WI-0020001-08-0  
Whitewater, Wisconsin

Dear Reviewer:

In August of 2014 Donohue & Associates submitted a Wastewater Facility Plan to the Department on behalf of the City of Whitewater for treating wastewater flows for the next 20 years at the Whitewater Wastewater Treatment Facility (WWTF). The Facility Plan was approved by the Department in September of 2014.

The Facility Plan did not include any improvements to WWTF's digestion complex as this area of the WWTF was being evaluated as part of a separate project at that time. After the submittal of the Facility Plan the separate project was discontinued while still in the planning stage. This Facility Plan Amendment is intended to complete the WWTF wide planning process by evaluating the digestion complex's biosolids stabilization capacity, biosolids storage capacity, and needed improvements to the biosolids treatment processes.

The recommended improvements to the digestion complex presented in the Facility Plan Amendment would add approximately \$2,052,000 to the \$18,667,000 in planned improvements from the original Facility Plan. Incorporating the digester complex improvements with the rest of WWTF improvements brings the total estimated project cost to \$20,719,000.

Please do not hesitate to contact me if you would like to discuss this information or require additional information.

Sincerely,

A handwritten signature in blue ink that reads 'Nathan Cassity'.

Nathan Cassity, PE  
Wastewater Engineer | [ncassity@donohue-associates.com](mailto:ncassity@donohue-associates.com)

Enclosure: Wastewater Facilities Plan Amendment

Copy: Mr. Tim Reel, City of Whitewater



AMENDMENT NO. 1 to  
ENGINEERING SERVICES AGREEMENT  
Wastewater Treatment Plant Improvements (Project)  
Original Agreement Executed July 16, 2014

This Amendment is by and between:

City of Whitewater (Owner)  
312 W Whitewater St  
Whitewater, WI

and

Donohue & Associates, Inc. (Donohue)  
3311 Weeden Creek Road  
Sheboygan, WI 53081

Who agree to amend the original Agreement, as follows:

**PART I – B. SCOPE OF SERVICES**

The services have been modified to include the following additional activities related to design of digestion complex upgrades. The added design elements will be included in the Documents being prepared for construction by a single prime Contractor in the original Agreement.

1. Replacement of steel decking and concrete floor on the west side of the complex underneath the overhead door
2. Replacement of MCC equipment and underground duct bank to the complex along with plugging existing conduit entering the complex to prevent water leaks
3. Construction of a new addition onto the complex for digester gas handling equipment. The new addition will isolate the gas handling equipment for code compliance.
4. Ventilation upgrades to the digester complex to provide 6 air changes per hour for code compliance.
5. Installation of 2 new dual fuel (digester gas and natural gas) boilers for hot water heating of the digesters and building heat. These boilers will be housed in the old gas handling room, which is currently used for storage.
6. Modifications to the sludge thickening process, which is currently under design for waste activated sludge thickening (part of the original design agreement). New buried piping systems will allow digested sludge to be thickened by the same process (dual use facility). The thickener technology will be switched from dissolved air floatation to centrifuge to be compatible with dual use.
7. Installation of centrate piping to convey digested sludge centrate from the thickening centrifuge to the existing hauled waste storage tanks for load equalization and installation of a centrate pump in the hauled waste storage tanks.

8. Modifications to the anaerobic digesters and sludge storage tank to provide passive overflow from the primary to the secondary digester and to sludge storage.
9. Construction of a hauled waste receiving station for grease trap waste. The City currently accepts grease trap waste; however, the current mode causes operating issues with grease entering the liquid treatment train. A new hauled waste receiving station will feed the grease trap waste directly to the digesters for increased digester gas production. The tank will be sized for a 25,000 gallon storage capacity and include a pumping system to control the feed to the digesters. An added benefit of this new facility is the ability for the City to accept other wastes that are compatible with digestion for increased gas production.
10. Installation of a jet mixing system in Digester No. 2 similar to the system currently installed in Digester No. 1 and modifications to the piping in the complex to utilize the existing storage tank pumps for mixing Digester No. 2 and transferring between tanks. These modifications will also include installation of variable frequency drives and harmonic filters for the existing storage tank pumps.

Basic Services to be provided by Donohue for this Project under this Amendment are as follows:

1. Conduct a kickoff meeting to review scope and schedule for project with the added Amendment items.
2. Develop design basis calculations for Amendment equipment and piping systems.
3. Perform additional site survey for Amendment items.
4. Assist the City with preparing and submitting materials for Wisconsin Focus on Energy incentive funding program related to Amendment items.
5. Prepare preliminary layout drawings including new process mechanical and site civil drawings.
6. Prepare draft process and instrumentation diagrams for Amendment items.
7. Prepare a preliminary cost estimate for the Amendment items.
8. Conduct a preliminary layout drawings review workshop with the City.
9. Prepare final layout drawings incorporating comments received at the preliminary layout review workshop.
10. Revise the preliminary cost estimate based on comments received at the preliminary layout review workshop.
11. Conduct a final layout drawings review workshop with the City.
12. Incorporate comments received at the final layout drawings review workshop into the original project's Bidding Documents Phase Reviewable Bidding Documents.
13. Prepare draft technical specifications for the Amendment items to be included with Reviewable Bidding Documents.
14. Include Amendment items in the Reviewable Bidding Documents to be submitted to the WDNR.
15. Provide quality control reviews on calculations, drawings, and specifications.
16. Include Amendment items in the Bidding Documents Cost Opinion.

17. Review Amendment items with the City at the Reviewable Bidding Documents Meeting noted in the Agreement.
18. Incorporate review comments for the Amendment items from the Reviewable Bidding Documents Meeting into the Final Bidding Documents.
19. Include Amendment items in the Final Bidding Documents Cost Opinion.
20. Additional services related to public information services - Prepare presentation materials, attend, and present at two City Council Meetings and one Public Information Meeting.

PART I – C. PROJECT TIMING

Donohue will complete the services included in this Amendment per the following project schedule:

Amendment Executed	March 6, 2015
Submit Preliminary Layout drawings to Owner	May 29, 2015
Submit Reviewable Bidding Documents to Owner	August 14, 2015
Submit Final Bidding Documents to Owner	October 30, 2015

PART III – A. COMPENSATION, BILLING AND PAYMENT

Compensation for the services set forth in Part I shall be increased \$133,650, resulting in a total contract amount of \$1,302,100.

APPROVED FOR OWNER

APPROVED FOR DONOHUE

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: Michael W. Gerbitz, PE

Title: \_\_\_\_\_

Title: Senior Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

City of Whitewater  
Amendment 1 Design/Bidding Fee Estimate Summary  
Digestion Complex Improvements from TM 4  
Donohue & Associates, Inc.

Task	Labor									Total Hours	Total Labor	Expenses/Travel	Total
	Principal/PM	Process	Civil	Structural	Electrical	I&C	O&M	Mech	Admin				
1 Kickoff Meeting	4	8								12	\$ 2,020	\$ 100	\$ 2,120
2 Design Basis		24	8	8	8	8		4		60	\$ 8,100		\$ 8,100
4 Focus on Energy Assistance	4	16						16		36	\$ 5,740		\$ 5,740
5 Preliminary Layout Drawings	4	32	16	20	8	4	4	8		96	\$ 13,340		\$ 13,340
6 Draft Process & Instrumentation Diagrams		16				24				40	\$ 5,400		\$ 5,400
7 Preliminary Cost Opinion	2	6	6	4	4	4		4		30	\$ 4,310		\$ 4,310
8 Preliminary Layout Workshop	4	8								12	\$ 2,020	\$ 100	\$ 2,120
9 Final Layout Drawings	4	16	16	32	16	16	4	8		112	\$ 15,380		\$ 15,380
10 Final Layout Cost Opinion	2	4	2	2	2	2		2		16	\$ 2,390		\$ 2,390
11 Final Layout Workshop	4	8								12	\$ 2,020	\$ 100	\$ 2,120
12 Reviewable Bidding Drawings	8	24	12	32	40	16	4	12		148	\$ 20,400	\$ 200	\$ 20,600
13 Reviewable Bidding Specifications		16	8	8	24	12		8	8	84	\$ 10,620		\$ 10,620
15 Quality Control Reviews and Incorporation	4	8	8	8	8	8		4		48	\$ 6,880	\$ 200	\$ 7,080
16 Bidding Documents Cost Opinion	2	6	6	4	4	4		4		30	\$ 4,310		\$ 4,310
17 Reviewable Bidding Documents Workshop	4	8								12	\$ 2,020	\$ 100	\$ 2,120
18,19 Final Bidding Documents	4	16	12	24	24	16	4	12	8	120	\$ 15,860	\$ 200	\$ 16,060
<b>Design Subtotal</b>													\$ 121,810
<b>Public Information Services</b>													
20 Council Meetings	8	16								24	\$ 4,040	\$ 200	\$ 4,240
20 Public Information Meeting	4	8							8	20	\$ 2,500	\$ 100	\$ 2,600
<b>Public Information Services Subtotal</b>													\$ 6,840
3 Topographic Survey Allowance													\$ 5,000
<b>Total</b>	<b>62</b>	<b>240</b>	<b>94</b>	<b>142</b>	<b>138</b>	<b>114</b>	<b>16</b>	<b>82</b>	<b>24</b>	<b>912</b>	<b>\$ 127,350</b>	<b>\$ 1,300</b>	<b>\$ 133,650</b>
<b>Total Labor Dollars by Labor Class</b>	<b>\$ 14,570</b>	<b>\$ 32,400</b>	<b>\$ 12,690</b>	<b>\$ 19,170</b>	<b>\$ 16,560</b>	<b>\$ 15,390</b>	<b>\$ 1,600</b>	<b>\$ 13,530</b>	<b>\$ 1,440</b>				



## *City of Whitewater Council Agenda Item Information Sheet*

MEETING DATE: **03/3/2015**

ITEM: **Review and possible direction regarding City's Special Assessment Policy**

PRESENTER: **Assistant City Manager**

PREVIOUS ACTION, IF ANY:

SUMMARY OF ITEM BEING PRESENTED:

**At the February 17, 2015, council meeting, staff recommended implementing the city's special assessment resolution for the George Street reconstruction project that is scheduled to be completed this year. The special assessment resolution was adopted on April, 15, 1986, and last amended on March 6, 1996. The resolution is attached for your reference.**

**The following special assessment related questions were raised at the February 17 meeting:**

- 1. What is the city's history of special assessment use?**
- 2. How do we make assessments equitable for homes with long frontages?**
- 3. How long can we extend the assessment term?**

### *Special Assessment History*

**Staff looked at the city's use of special assessments over the last ten (10) years. A summary of the history is attached for your reference. The summary lists projects in the last ten years when special assessments were implemented. The city has been mostly consistent with the implementation of the special assessment resolution. However, there have been some projects when the special assessment resolution was not followed:**

- 1. During the recent Milwaukee Street project there was a section of sidewalk that was replaced and not special assessed. This sidewalk repair was an add-on to the scope of work after the project was approved by council. It was needed due to a sink hole from settling fill after the contractor installed deep underground utilities. In addition, curb, gutter, and sidewalk was installed on E. Main Street near Washington Elementary School with no special assessment. However, the majority of adjacent property was owned by the railroad or school district.**
- 2. Sidewalk replacement was not assessed for the Downtown East Gateway project. Using special assessments on this project may have complicated the time sensitive process of property acquisition.**

**It should be noted that the current special assessment resolution does not specify whether curb and gutter assessment applies to reconstruction or only new installation. In the last ten (10) years, the city has consistently assessed curb and gutter when it was installed in an area where it did not previously exist, but did not assess when it was replaced. Staff recommends updating the resolution to reflect this past practice and have curb and gutter assessed only when it is being installed in an area where it did not exist previously.**

*Special Assessment Term*

State of Wisconsin statute does not regulate the term of special assessments. The term can be set by the city council. The length of the terms used in previous city projects was been influenced by the individual costs per property owner, typically more than 5 years, but less than 10 years. In regard to the assessment interest rate charges, the Finance Director recommends using the State Trust Fund loan rate as a benchmark.

*Special Assessment Equity*

At the January 14 Public Information Meeting, a George Street property owner of a large parcel expressed concern that his special assessment costs would be unreasonably high due to his property's long length of street frontage. Staff research has not found any instance of the city council adjusting costs similar to this request. However, during the 2007 special assessment for the Fremont Street lift station, the costs were allocated per acre, but flood plains were deducted from the cost because they are undevelopable. The resident that expressed concern has a portion of his property frontage in a flood plain. If the council wished, cost of curb and gutter in flood plains could be deducted from the respective properties.

*Do other communities special assess?*

The Wisconsin City/County Management Association offers a Peer Assistance Resource Center (PARC) on their website that allows members to post questions and receive answers from other members. Attached to this agenda item are two PARC question/answers that were submitted by a former Whitewater city manager in 2005 and 2006 asking for examples of policies from other communities. Since these two posts, there have been ten other posts submitted by city managers asking the same question. In these posts there are responses from many Wisconsin communities. What is evident is that communities approach special assessments in many different ways. A good number of communities do not use special assessments. For the communities that do assess, there is no consistency for what improvements they assess for, and what percentages are charged to the residents. In addition, several communities stated that they have an assessment policy, but their city council chooses not to enforce the policy.

BUDGET IMPACT, IF ANY:

**Discussion item only**

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

STAFF RECOMMENDATION: **Ordinance should reflect current practice and be should be applied consistently in the future.**

RECOMMENDED MOTION: **None at this time**

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

**Special Assessment Resolution, City Special Assessment 10 year History, PARC surveys**

FOR MORE INFORMATION CONTACT:

**Christopher McDonnell, cmcdonell@whitewater-wi.gov, 262.473.0139.**

SPECIAL ASSESSMENT RESOLUTION  
Amending the Special Assessment Resolution  
of April 15, 1986

IT IS HEREBY RESOLVED BY the Common Council of the City of Whitewater, Walworth and Jefferson Counties, Wisconsin, that special assessments levied against property benefited by public works project shall be as follows:

Curb and Gutter: Benefiting properties shall be assessed 100% of the city's cost, excepting street intersections. ~~excepting street intersections.~~

Sanitary Sewer Extensions: Benefiting properties shall be assessed 100% of the city's cost, including man-holes, but excepting that portion of the sewer within street intersections, provided that the long side of corner lots shall be assessed for one-third of the length, and the cost of the remaining two-thirds shall be distributed over the entire project. Provided further, that the additional cost of mains larger than eight inches shall be paid by the City and such oversizing costs may be assessed on a benefiting area-wide basis.

New Pavement: Benefiting properties shall be assessed 100% of the city's cost of new pavement required to widen or extend existing street pavement, or pave a new street or alley.

Sidewalk Construction: Benefiting properties shall be assessed 40% of the city's cost, for the first four feet of sidewalk width.

Sidewalk Repair: Benefiting properties shall be assessed 25% of the city's cost, for the first four feet of sidewalk width.

Watermain Extensions: Benefiting properties shall be assessed 100% of the city's cost, excepting hydrants and street intersections. Provided that the long side of the corner lots shall be assessed for one-third of the length, and the cost of the remaining two-thirds shall be paid by the utility. Provided further that the additional cost of mains larger than eight inches shall be paid by the utility.

Sewage Lift Stations and Force Mains: Benefiting properties shall be assessed 50% of the city's cost.

Hard Surfaced Driveway Aprons: Benefiting properties shall be specially charge 100% of the city's cost in accordance with City Ordinance 12.16.060.

Steps: Benefiting properties shall be assessed 100% of the city's cost.

Estimated assessment shall be actual assessment. Any cost overruns shall be absorbed by the City. Any overestimates shall be reduced.

The City Council may, by majority vote, allow assessments for oversizing sanitary sewer on undeveloped land to be deferred until such time as use is made of the improvement.

AMENDED March 6, 1996: ADOPTED: April 15, 1986.

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City of Whitewater  
Special Assessment - 10 Year History

	<b>Wisconsin Street</b>	<b>Walworth Avenue</b>	<b>Wisconsin Street Sidewalk Program</b>	<b>Caine, Clark, Gault Streets</b>	<b>Fremont Street</b>	<b>Taft Street</b>	<b>Rice, Clay Streets</b>
	<b>2004</b>	<b>2005</b>	<b>2006</b>	<b>2007</b>	<b>2007</b>	<b>2007</b>	<b>2007</b>
Curb/Gutter	-	Yes	-	Yes	-	Yes	-
Sanitary Sewer Extensions	Yes	-	-	Yes	-	-	-
New Pavement (Widening Street)	-	Yes	-	-	-	-	-
Sidewalk	-	-	Yes	Yes	-	-	Yes
Sidewalk Repair	-	-	-	-	-	-	-
Watermain Extensions	Yes	-	-	Yes	-	-	-
Sewage Lift Stations/Force Mains	-	-	-	-	Yes	-	-
Driveway Aprons	-	-	-	-	-	-	-
Steps	-	-	-	-	-	-	-

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### Display Peer Assistance Resource Center (PARC) Article - Special Assessment for Street Reconstruction

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#### Special Assessment Policies for Street Reconstruction

Submitted by [Kevin M. Brunner](#), City Manager - City of Whitewater

We are reviewing our municipal special assessment policies. I am interested in what other communities special assess for street reconstruction projects.

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#### Discussion

The following messages contain the responses from members pertaining to this question. They are provided so that you can see the full discussion.

Member	Response
<b>Kevin M. Brunner</b>	<i>Posted on 12-15-2005</i> We are reviewing our municipal special assessment policies. I am interested in what other communities special assess for street reconstruction projects.
<b>Karl Frantz</b> Village Administrator Village of Shorewood Hills	<i>Posted on 12-15-2005</i> The Village of Shorewood Hills does not assess anything
<b>David DeAngelis</b> Village Manager Village of Elm Grove	<i>Posted on 12-15-2005</i> Sorry Kevin, we don't assess our folks hear in Elm Grove, its that general tax idea.

<p><b><u>Rick J. Hermus</u></b> Retired Retired</p>	<p><i>Posted on 12-15-2005</i> Kevin, for reconstruction projects, we assess 1/3 to property owners on of the street, and the village picks up the other 1/3. If it is a truck route street, we base the assessment on regular residential street parameters</p>
<p><b><u>Edward Geick</u></b> City Administrator City of Baraboo</p>	<p><i>Posted on 12-15-2005</i> Kevin: here is the policy from our municipal code. Unless otherwise determined by the duly adopted resolution of the Council total cost of any public improvement to be paid in whole or in part by special assessment shall include the actual direct and indirect cost incurred by the contractor and reasonably attributable thereto including, but not limited to, materials, supplies, labor, equipment, land acquisition, site preparation and restoration damages occasioned by the public improvement, interest on bonds or notes in anticipation of the collection of assessments, a reasonable charge for engineering, legal and administrative costs, and other costs and charges by law. (2004 02/22/2000)</p> <p>(c) The total assessment for any public improvement shall be based upon the total costs, as defined in par. (b) above, and shall be apportioned among the parcels benefited. Such apportionment shall generally be computed on a frontage basis unless the Council otherwise determines that extenuating circumstances require a different method of assessment.</p>
<p><b><u>Karen Matze</u></b> Retired WCMA</p>	<p><i>Posted on 12-15-2005</i> Suamico assesses no street reconstruction.</p>
<p><b><u>Sue Deuth</u></b> Village Administrator Village of Poynette</p>	<p><i>Posted on 12-16-2005</i> We assess during reconstruction, but only for curb/gutter/sidewalk. We do not assess for street/water/sewer/stormwater aspects of projects. If assessed items are being replaced, we assess 50%; if upgraded to add capacity, we assess 100%.</p>
<p><b>Kevin O'Donnell</b></p>	<p><i>Posted on 12-16-2005</i> Currently MP only will assess for the curb/gutter work. the board is reviewing this practice in Feb. to determine if it should be changed.</p>
<p><b>William E. Connors</b></p>	<p><i>Posted on 12-16-2005</i> Here in Evansville (pop. 4,660), we assess 50% for replacement of curb and gutter, 100% for new curb and gutter, nothing for replacement of driveways that are in good condition, 50% for replacement of driveway aprons that are in good condition, 100% for new driveway aprons, 50% for replacement of existing laterals and 100% for new sidewalk. We also assess 100% for new water and sewer laterals, but nothing for replacement of existing laterals. We do not assess anything for the street itself or water or sewer mains or storm sewers under the street.</p>
<p><b><u>Mark Rohloff</u></b> City Manager City of Oshkosh</p>	<p><i>Posted on 12-16-2005</i> Here's Grand Chute's policy. We are currently reviewing our policy. If you are interested in our policy once it's updated over the next few months, let me know.</p> <p>Attachments</p>

- [1134752322\\_2784.doc](#)

**Darrell Hofland**  
Village Administrator  
Village of Grafton

*Posted on 12-19-2005*

No special assessment for street reconstruction.

**Matthew Carlson**

*Posted on 12-19-2005*

Here's the Delafield code regarding special assessments. We do not assess street maintenance, but we have for initial installation.

### 3.10 Special Assessments. (Cr. #126)

#### (1) Payment in installments.

(a) Whenever any special assessments shall be levied to defray the cost of public improvement, such special assessments may be paid in annual installments of not more than 10 in number as determined by the City Council.

(b) The first installment shall include a proportionate part of the principal of the special assessment determined by the number of installments, together with interest at the rate determined by the City Council. Such interest rate shall be computed for a period of one year from the date of the notice hereinafter provided for, and each subsequent installment shall include a like proportion of the principal and one year's interest upon the unpaid portion of such assessment.

(c) The first installment shall be entered in the first tax roll prepared after the installments shall have been determined as a special tax on the property to which the special assessment was levied, and thereafter this tax shall be levied in all respects as any other City tax. One of the subsequent installments shall be entered in a like manner and with like effect in each of the annual tax rolls thereafter until all are levied.

(d) If any installment so entered in the tax roll shall not be paid to the City Treasurer with the other taxes, it shall be returned to the County as delinquent and accepted and collected by the County in the same manner as delinquent general taxes on real estate.

#### (2) Deferred assessments.

(a) The City Council has made the following finding: In the interest of the health, welfare and safety, it is often necessary to construct certain public improvements in areas which are undeveloped or outside the territorial limits of the City.

(b) The City Council may defer the due date of any special assessment levied against property abutting or benefited by a public improvement, which is located on a property which is undeveloped or outside the territorial limits of the City. Such assessment must be paid, however, within 10 years of the date of the resolution making the levy, unless the City Council permits additional time by allowing the payment of the assessment in installments, in which case the assessment must be paid within the time prescribed by the resolution permitting installment payment.

(c) If the City Council defers the due date of special assessments under this section, it shall make an annual interest charge, the rate thereof to be set by the City Council, which charge shall be added to the total assessment for each year of deferment.

(d) Owners of property for which a special assessment has been deferred under this section shall not have use of the improvement until:

1. The amount of the deferred assessment, including interest due thereon in full to the City, or

2. Such an owner desiring to make use of the improvement shall enter into an agreement with the City to pay the assessment plus accrued interest, plus interest over a stipulated period of time in equal installments of principal and variable installments of interest as determined by the City Council, except where approved by the City Council, only that portion of the total amount of the deferred assessment shall be collected as it applies to the portion of the improvement developed.

(e) Any special assessment deferred under this section shall be a lien against the property assessed from the date of the resolution making the levy.

(f) (Am. #373) Whenever the due date of a special assessment shall be deferred under this section, a notice shall be published in the official paper substantially as follows:

#### DEFERRED ASSESSMENT NOTICE

Notice is hereby given that the special assessments for improvement of (describe the improvement) have been determined as to each parcel of real estate benefited thereby, and a statement of the same is on file with the City Clerk. It is hereby provided that payment of the same may be deferred (here insert the percentage of the amount to be deferred) with interest thereon (here insert the percentage per annum).

(3) Chapter 66, Wis. Stats., adopted. The provisions of the Wisconsin Statutes relating to street improvements, laying of sanitary sewers, water mains, stormwater sewers, paving and any other public improvement, and providing for the costs of installing and constructing the same and the manner of levying assessments against the property benefited thereby, are hereby adopted by the City and shall be in force and effect as ordinances of the City as if fully set forth herein, except that wherever such statute provides for the giving of notice in addition to the posting and publication of notice, as provided in the statute, personal notice shall be given by mailing such notice to each interested party whose post office address is known or can, with reasonable diligence, be ascertained at least 10 days before the hearing or proceeding specified in the statute.

(4) Alternate procedure. (Cr. #178)

(a) In addition to other methods provided by law, special assessments for public work or improvement, or any current service, may be levied in accordance with the provisions of this subsection.

(b) Whenever the City Council shall determine that any public work or improvement, or any current service, shall be financed in whole or in part by special assessments levied under this section, it shall adopt a resolution stating its intention and the time, either before or after completion of the work or improvement, when the amount of the assessments will be determined; the number of annual installments, if any, in which assessments may be levied; the rate of interest to be charged on the unpaid balance and the terms on which the assessments may be deferred while no use of the improvement is made in connection with the property.

(c) The provisions of  $\text{Å}$  66.60, Wis. Stats., shall apply to special assessments levied under this section except that, when the City Council determines by resolution that the hearing on the assessments be held subsequent to the completion of the work or improvement or the rendering of the service, the resolution required by  $\text{Å}$  66.60(3) Wis. Stats. shall contain a statement of the first

the work, service or improvement in lieu of an estimate of the cost.  
(d) Notice of the time and place of the public hearing on any special assessment proposed to be levied and notice of the final assessment and terms of payment thereof shall be given in the manner prescribed by  $\text{\AA}$ § 66.60(7) and (8)(Stats., and sub. (3) above.  
(e) Any special assessment levied under this section shall be a lien against property assessed from the date of the final resolution of the City Council determining the amount of the levy.  
(f) Any person against whose property a special assessment is levied under this section may appeal therefrom in the manner prescribed by  $\text{\AA}$ § 66.60(12)(Stats., within 40 days of the date of the final determination of the City Council.

**3.11 Late Charge on Delinquent Accounts Receivable.** (Cr. #128; Am. #129)  
(1) The Clerk is authorized to charge 1% per month on any account receivable not paid within 30 days of billing. The Clerk is directed to give notification of charge by setting forth the time restriction and percentage on all billings.  
(2) This section pertains to all accounts receivable except real estate tax assessments and sewer use charges.

**Diane Kropiwka**  
Administrative Assistant  
City of Mauston

*Posted on 12-19-2005*

You can check our policy from our web-site - chapter 15 of our ordinance

### **Do You Have Information About This Topic?**

The value of this resource relies upon the combined knowledge of all of our members. Please share your experiences and/or knowledge you have about this topic so that others may benefit from your knowledge!

**Enter your response to this inquiry:**

#### **File Attachment:**

If you would like to attach a file to your post to illustrate your comments, please do so here. Note: There is a 2MB file size limit on all uploads.

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### Display Peer Assistance Resource Center (PARC) Article - Special Assessment for Street Reconstruction

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#### Special Assessment Policies for Street Reconstruction

Submitted by [Kevin M. Brunner](#), City Manager - City of Whitewater

I'm interested in doing a quick poll of small to medium-sized cities (populations between 10,000 and 30,000) regarding current special assessment policies for street reconstruction projects. Specifically, any benefitting property owner cost sharing with the municipality requirements and any ordinances that could be shared.

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#### Discussion

The following messages contain the responses from members pertaining to this question. They are provided so that you can see the full discussion.

Member	Response
<b>Kevin M. Brunner</b>	<i>Posted on 06-06-2006</i> I'm interested in doing a quick poll of small to medium-sized cities (populations between 10,000 and 30,000) regarding current special assessment policies for street reconstruction projects. Specifically, any benefitting property owner cost sharing with the municipality requirements and any ordinances that could be shared.
<b>Lionel J. Bushey II</b>	<i>Posted on 06-06-2006</i> Past practice in Eagle River is "NO" assessment for reconstruction. The perspective is that once a road is constructed, maintenance and reconstruction is the burden of the City. The City looks for grants to "reconstruct" roads.

<p><b><u>Mark Rohloff</u></b> City Manager City of Oshkosh</p>	<p><i>Posted on 06-06-2006</i> Grand Chute just recently updated its special assessment policy. Here it format. Call if you have any questions.</p>
<p>Attachments</p>	
<ul style="list-style-type: none"> <li>• <a href="#">1149620726_4266.doc</a></li> </ul>	
<p><b><u>Darrell Hofland</u></b> Village Administrator Village of Grafton</p>	<p><i>Posted on 06-06-2006</i> The Village of Grafton eliminated special assessments for street reconstruction 1992 and sidewalk replacement in 2001. We're a kinder, gentler commu</p>
<p><b><u>Rick J. Hermus</u></b> Retired Retired</p>	<p><i>Posted on 06-06-2006</i> The Village of Kimberly still assesses 1/3 to each side of the street, with 1/3 being paid for by the General Fund. Assessments are based on footc abutting the street. We have toyed with the "no assessment" policy, hov recent funding woes have derailed the effort. If you would like a copy of ordinance, please let me know and I will fax it.</p>
<p><b>Delmore Beaver</b></p>	<p><i>Posted on 06-06-2006</i> If the street is replaced in situ, no assessment. If it didn't have sidewalk drains, sump pump laterals, lighting, the shortcomings would be special except for lighting. (We are under 10,000 pop, so I'm not sure you care policies, but there they are for better or for worse. The break we give the property owner is that if it is a large special asses (over 1,000 for instance) we extend the pay back to the term of the deb for handling the annual paperwork if that plan is selected by the owner.</p>
<p><b><u>Michael Pollocoff</u></b> Village Administrator Village of Pleasant Prairie</p>	<p><i>Posted on 06-07-2006</i> Pleasant Prairie will replace the existing profile at no charge to the proper Any enhancements such as curb &amp; gutter or sidewalks are assessed. We are evaluating this policy to treat street rehabilitation as a special assess logic is people replace their roofs every 15-20 years a street is no differ assessment would be reduced if the village is able to do periodic treatme as seal coating etc. to prolong the life of the road.</p>
<p><b><u>Gary Rogers, Jr.</u></b> City Administrator City of Fox Lake, WI</p>	<p><i>Posted on 06-08-2006</i> The City of Waupun replaces existing at no charge to the property owne assessment is done only when installing for the first time, e.g. sidewalk, approaches, and curb. No special assessments for streets. Storm sewer our 2006 created storm water utility.</p>

**Do You Have Information About This Topic?**

The value of this resource relies upon the combined knowledge of all of our members. Please s experiences and/or knowledge you have about this topic so that others may benefit from your knowledge!



*City of Whitewater Council Agenda Item Information Sheet*

MEETING DATE: **03/03/15**

ITEM: **2016 Budget Timeline**

PRESENTER: **City Manager**

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

SUMMARY OF ITEM BEING PRESENTED:

**Staff is requesting feedback regarding the proposed schedule for the municipal budget process related to the 2016 budget. The proposed timeline is attached. Staff would welcome any additional feedback from the Common Council related to the proposed schedule.**

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

STAFF RECOMMENDATION: **None.**

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

**Draft 2016 Budget Calendar**

FOR MORE INFORMATION CONTACT:

**Cameron Clapper, [cclapper@whitewater-wi.gov](mailto:cclapper@whitewater-wi.gov), 262-473-0100.**



## 2016 Municipal Budget Process

**TO:** City Council Members and City Management Team  
**FROM:** Cameron Clapper, City Manager & Doug Saubert, Finance Director  
**SUBJECT:** 2016 Budget Calendar  
**DATE:** March 3, 2015

<b>Proposed 2016 Municipal Budget Process Calendar</b>		
March 3	Discuss preliminary budget calendar for the 2016 budget process.	CC & MT
March 18	Review budget format and design.	CC & MT
May 15	Departments receive projections for revenues, payroll, and personnel for review.	MT
April - May	Departments meet to discuss/identify CIP project plans for 2016 and after.	MT
May 19	CIP Meeting 1 – discussion of debt service schedule and projects to be included in the 2016-2021 CIP.	CC & MT
June 12	Departments submit changes to projections for revenues, payroll, and personnel.	MT
June 12	Departments receive worksheets for department goals, objectives, and performance measures (outputs & outcome measures).	MT
June 19	Departments submit preliminary goals and objectives for 2016 along with any proposed performance measures (outputs & outcome measures).	MT
TBD	2016 Municipal Budget Strategic Planning Workshop.	CC & MT
July 1	Departments receive expenditure worksheets along with direction regarding 2016 expenditures.	MT
July 21	Departments submit proposed expenditures for the 2016 budget year.	MT
August	Review of department budgets by the city manager.	MT
August	Departments meet to discuss/identify CIP project plans for 2016 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 2016-2021 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 6	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 17	Public hearing and adoption of the municipal budget for 2016 including the 2016-2021 CIP.	CC
CC = Common Council      MT = Management Team		

AGENCY AGREEMENT BETWEEN  
WHITEWATER POLICE DEPARTMENT AND  
UW-WHITEWATER POLICE DEPARTMENT

**An agreement between the "Access Agency" and the "Indirect Access Agency," an authorized criminal justice/ law enforcement agency receiving TIME System access and/ or information via the "Access Agency."**

Access Agency: WHITEWATER POLICE DEPARTMENT ORI: WIO650501

Indirect Access Agency: UW-WHITEWATER POLICE DEPARTMENT ORI: WIO652300

The Wisconsin Department of Justice, Crime Information Bureau (CIB) operates the Transaction Information for the Management of Enforcement (TIME) System. The "Access Agency" has direct access to the TIME System and has signed an agreement with CIB. The "Access Agency" agrees to perform TIME system transactions on behalf of the "Indirect Access Agency" and/ or provide TIME System information to the "Indirect Access Agency" in accordance with this agreement and TIME System policies.

\*\*\*\*\*

- 1) It is agreed that any information received from the Wisconsin TIME System shall be for authorized criminal justice/ law enforcement purposes and is not to be disseminated to unauthorized agencies or individuals. Any secondary dissemination of this information must meet state and federal statutes and/ or regulations.

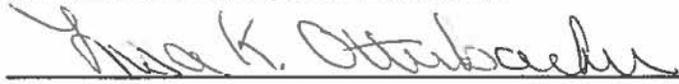
A member of the public cannot request information directly from the TIME System. If a member of the public wishes to obtain information from one of the files available via the TIME System, the requester must contact the agency that owns the file (i.e. Department of Transportation for driver's license information, CIB for Wisconsin adult criminal history, etc.). Public records rules apply to requests for existing TIME System responses that were obtained in pursuance to the criminal justice/ law enforcement agency's official duties and functions and are contained within agency case files. The TIME System interfaces with data files maintained by various data sources. The ability to redisclose information obtained from the TIME System, in response to a public records request for existing records, depends on: 1) any restrictions imposed by the data source or applicable law, and 2) your usual public records analysis. An agency may need to redact non-disclosable confidential data prior to release.

- 2) Information received from the TIME/NCIC Systems and exchanged between the agencies party to this agreement will be exchanged following the security controls and conditions specified in the CJIS Security Policy.
- 3) Under this agreement TIME System information may be released to other authorized criminal justice/ law enforcement agencies; i.e. county District Attorney, prosecuting attorneys, courts, other law enforcement agencies, Wisconsin driver's license photos obtained via the TIME System may only be released to other authorized criminal justice/ law enforcement agencies if the releasing and receiving agencies meet all the conditions imposed by state statute. Dissemination of system information via an inadequately protected communications media such as Internet email is prohibited. The "Indirect Access agency" will accept any and all responsibility for keeping accurate information in their logs according to NCIC, CIB and data service policies/ procedures and applicable statutory provision for secondary dissemination of information.

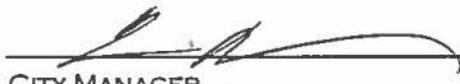
- 4) The "Indirect Access Agency" agrees to participate in security awareness training. All personnel who have access to criminal justice information must complete security awareness training within six months of employment or assignment. Security awareness training must be completed every two years. Personnel that maintain TIME System certification receive security awareness training during that training.
- 5) All records entered in the TIME System by the "Access Agency" Department on behalf of the "Indirect Access Agency" will contain the ORI of the "Indirect Access Agency." It is agreed that the "Indirect Access Agency" will continue timely follow up investigation regarding any and all cases in which wanted or missing persons and property have been entered, It is the responsibility of the "Indirect Access Agency" will immediately be passed on to the "Access Agency" to update information entered. This information includes modifications, supplements and cancellations. Entry, modify, supplement and cancelation verifications will be supplied to the "Indirect Access Agency" by the "Access Agency." The "Indirect Access Agency" will be responsible for monthly validation of all records entered with the "Indirect Access Agency" ORI.
- 6) If the "Indirect Access Agency" is not a 24 hour operation, it shall provide a phone number(s) and have contact person(s) available during off-duty hours to immediately check records and reply if another agency receives a NCIC/CIB hit and request confirmation of wanted/stolen/missing status. (NCIC/CIB policy requires a ten (10) minute hit response for urgent request.)
- 7) The "Indirect Access Agency" shall maintain accurate logs and proper hard copy documentation to have available for CIB and NCIC audits.
- 8) The "Indirect Access Agency" shall ensure all personnel with access to criminal justice information have undergone the required background check, including submission of fingerprints to the FBI/CIB, and have completed the required security awareness training.
- 9) Each agency reserves the right to terminate this agreement with or without notice upon determining that the other agency has violated any law, rule or regulation concerning criminal justice information or violated the terms of this agreement.
- 10) Termination of this agreement shall not negate the obligation of either party to maintain records previously entered under this agreement to insure their accuracy, completeness and timeliness.
- 11) The "Indirect Access Agency" agrees to the above listed items as a condition to continue access to the TIME System and information through the "Access Agency."



UW-WHITewater POLICE DEPARTMENT



WHITewater POLICE DEPARTMENT



CITY MANAGER

2/19/15

DATE

2/19/15

DATE

2/20/15

DATE

## WHITEWATER TOWER AGREEMENT

This Whitewater Tower Agreement (hereinafter referred to as the "Agreement") is made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the Walworth County Sheriff's Office (hereinafter referred to as the "Sheriff's Office") and the City of Whitewater (hereinafter referred to as the "City").

WHEREAS, the Sheriff's Office owns a telecommunications tower (the "Tower") located at \_\_\_\_\_, Whitewater, WI (the "Site").

WHEREAS, the City desires to occupy, and the Sheriff's Office is willing to provide, attachment locations upon the Tower for the placement of the City's antennas, cabling, and ancillary equipment (the "Tower Space") as well as certain space on the ground adjacent to the Tower (the "Ground Space") (collectively the Tower Space and the Ground Space shall be referred to hereinafter as the "Licensed Space").

NOW, THEREFORE, in consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. License Conferred. The Sheriff's Office hereby confers upon the City, and the City hereby receives and accepts from the Sheriff's Office, a license and privilege, which shall be irrevocable for the stated duration hereof unless otherwise stated herein, to do all of the following:

Place equipment on the Tower and Site for the purpose of providing radio communications for emergency services.

2. Improvements and Purpose.

(a) Use. The City shall be permitted to use the Site and the Tower to install, operate, and maintain thereon equipment, including system networking, station control, and performance monitoring functions (all of which is collectively referred to hereinafter as "Equipment"), and for no other use or purpose. The City's installation of the City's Equipment on the Tower and the Site shall be limited to the antennas and other equipment and frequencies agreed upon in advance by the Sheriff's Office. The City's Equipment shall at all times comply with and conform to all laws and regulations applicable thereto, and shall be subject to the Sheriff's Office's review and approval.

(b) Limited Use of Tower. The City's installation of the City's Equipment on the Tower and the Site shall be limited to the portion of the Tower structure for which the City has been granted a license and the portion of the Site for which the City has been granted a license, and the City shall not have the right to use the Sheriff's Office's Equipment or other portions of the Tower or the Site.

- (c) The City agrees to notify Radicom for all installation and maintenance work related to the City's equipment. Radicom currently holds the maintenance agreement with the Sheriff's Office for this Tower. If the Sheriff's Office enters into a new maintenance agreement with a different vendor, the City agrees to notify the new vendor in place of Radicom.
- (d) Time of Installation. The City's installation of the Equipment on the Tower and the Site shall be performed on dates and at times and within time frames approved by the Sheriff's Office and shall not interrupt or interfere with the operation of the Sheriff's Office's communications system or the Sheriff's Office's Equipment unless the Sheriff's Office agrees to such interruption or interference in writing.
- (e) Compliance with Laws. The City's installation of the Equipment at the Tower and the Site shall be in compliance with all present and future laws, regulations, and requirements of all federal, state, or local authorities, and the City shall deliver to the Sheriff's Office, prior to installing the Equipment on the Tower and the Site or structurally enhancing the Tower, all certificates, permits, licenses, and other approvals required by any federal, state, or local authority to install the City's Equipment or structurally enhance the Tower.

3. Duration. The initial term of this Agreement shall be five (5) years, commencing on the earlier of installation or September 1, 2014 (herein referred to as the "Commencement Date"). Thereafter, provided that it has faithfully performed its obligations under this Agreement, the City may extend its occupation of the Licensed Space, continuing all the same conditions and provisions hereof, for two (2) renewal terms of five (5) years each. The City's extension of each renewal term shall occur automatically unless the City notifies the Sheriff's Office, in writing, of the City's intention not to renew this Agreement, at least one hundred twenty (120) days prior to the expiration of the initial term, or as applicable, any additional renewal term.

4. License Fee. The Sheriff's Office will not charge the City for use of the Tower.

5. Utilities. The Sheriff's Office will not charge the City for the use of utilities including electrical costs.

6. Equipment. Any equipment purchased by the City for this project shall remain the property of the City.

7. Maintenance and Replacement Costs. All maintenance and replacement costs for the City's Equipment at the Tower and Site shall be the responsibility of the City.

8. Mutual Indemnification. Each party shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the other party, against all claims, losses, costs, expenses, damages, and liabilities related to the Tower, Site, or Licensed Space and arising from: (i) the negligence, willful misconduct, or strict liability of such party, or its agents, employees, or contractors; or (ii) any material breach by such party of any provision of this Agreement. Neither party shall be responsible or liable to the other for any claim, loss, cost, expense, damage, or liability arising from any claim to the extent attributable to any acts or omissions of the other party or to other third parties at the Tower or Site.

9. Insurance. The City shall have adequate insurance at all times at the City's expense which coverage shall include, but are not limited to the following: Commercial Workers' Compensation Insurance as required by law, Commercial General Liability Insurance with a minimum combined single limit of \$5,000,000 covering personal injury and property damage, completed operations, independent contractors, and contractual liability (which may be provided in any combination of primary and excess coverage); Employer's Liability Insurance with a minimum combined single limit of \$1,000,000; and Commercial Automobile Liability Insurance for any motor vehicle, covering bodily injury and property damage with a minimum combined single limit of \$1,000,000. The foregoing insurance shall be issued on an occurrence basis, shall be primary with respect to any liability assumed by the City hereunder, shall specifically name the Sheriff's Office as an additional insured. The City shall provide the Sheriff's Office with certificates of insurance evidencing the required coverage and shall give the Sheriff's Office thirty (30) days written notice if the coverage represented in these certificates is reduced or canceled.

11. Removal of the City's Property. (a) The City's Equipment is agreed to be the City's personal property, and the City shall at all times be authorized to create security interests in said property specifically itemized, and to remove said property from the Licensed Space free from any lien of the Sheriff's Office. Upon the expiration or earlier termination of this Agreement, the City shall (i) notify Radicom of intentions remove the City's Equipment, (ii) repair any damage caused to the Tower and the Site caused by such removal, (iii) not interrupt or interfere with the operation of the Sheriff's Office's communications system or the Sheriff's Office's Equipment in removing the City's Equipment, and (iv) surrender the Tower and the Site in good condition, ordinary wear and tear excepted. In the event the City fails to remove any of the City's Equipment from the Tower or the Site within thirty (30) days of the expiration or earlier termination of this Agreement, the City shall be deemed to have abandoned the City's Equipment.

(b) If the City has abandoned the City's Equipment pursuant to this Section, then the Sheriff may give the City written notice that the City must remove all of the City's Equipment from the Tower and Site within thirty (30) days. If the City fails to remove all of the City's Equipment from the Tower and Site after the expiration of thirty (30) days from the date of receiving written notice pursuant to this Section, then the Sheriff's Office shall be free to remove and dispose of the City's Equipment in any manner determined by the Sheriff's Office, in the Sheriff's Office's sole and absolute discretion, and without any liability to the City therefor. If the City is deemed to have abandoned the City's Equipment to the Sheriff's Office, pursuant to this Section, the City shall reimburse the Sheriff's Office within ten (10) days of the City's receipt of an invoice from the Sheriff's Office, for all costs incurred by the Sheriff's Office in

removing and disposing of the City's Equipment, such obligation to reimburse the Sheriff's Office to survive the termination of this Agreement. Notwithstanding the foregoing, the City shall not have the right to, and may not, remove any structural enhancements to the Tower, such structural enhancements becoming the property of the Sheriff's Office upon the expiration or earlier termination of this Agreement.

12. Termination.

- (a) The Sheriff's Office's Right to Terminate. The Sheriff's Office shall have the right to terminate this Agreement at any time upon ninety (90) days prior written notice to the City.
- (b) The City's Right to Terminate. The City shall have the right to terminate this Agreement at any time upon ninety (90) days prior written notice to the Sheriff's Office.

13. Destruction. If the Tower is totally or substantially destroyed, the Sheriff's Office, in the Sheriff's Office's sole and absolute discretion, may terminate this Agreement or may rebuild the Tower. If the Sheriff's Office elects to terminate this Agreement, all rights and obligations of the parties arising after the termination date shall terminate.

14. Binding Effect. All of the covenants, conditions, and provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

15. Entire Agreement. This Agreement constitutes the entire contract between the parties, and supersedes any prior understanding or oral or written agreements between them respecting the within subject matter.

16. Modifications. This Agreement may not be modified except in writing signed by the party against whom such modification is sought to be enforced.

17. Severability. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect. The parties shall agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

18. Authority. The persons who have executed this Agreement represent and warrant that they are duly authorized to execute this Agreement in their individual or representative capacity as indicated.

19. Notices. Any notice, request, or demand required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed sufficiently given if delivered by messenger at the address of the intended recipient, sent prepaid by Federal Express (or a comparable guaranteed overnight delivery service), or deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested), addressed to the intended recipient at the address set forth below. Any such notice, request, or demand so given

shall be deemed given on the day it is delivered by messenger at the specified address, on the day after deposit with Federal Express (or a comparable guaranteed overnight delivery service), or on the day that is two (2) days after deposit in the United States mail, as the case may be.

Sheriff's Office: Walworth County Sheriff's Office  
Attention: Sheriff  
Post Office Box 1004  
1770 County Road NN  
Elkhorn, WI 53121  
(262) 741 – 4400  
(262) 741 – 4475

City: City of Whitewater  
Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

20. Waiver of Compliance. Any failure of the City to comply with any obligation, covenant, agreement, or condition herein may be expressly waived by the Sheriff's Office, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

21. Survival. The representations, warranties, and indemnifications contained herein shall survive the termination or expiration of this Agreement.

22. Other. This Agreement shall become effective and binding only upon the execution and delivery hereof by both the Sheriff's Office and the City.

**END OF AGREEMENT - SIGNATURE PAGE TO FOLLOW**

**Signature Page**

IN WITNESS WHEREOF, the parties hereto bind themselves to this *Whitewater Tower Agreement* as of the day and year first above written.

**Walworth County Sheriff's Office**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**City of Whitewater**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGEMENTS**

STATE OF WISCONSIN    )  
  )  
COUNTY OF WALWORTH)

I, the undersigned, a Notary Public in and for the State of Wisconsin, hereby certify that Kevin Williams, Captain of Walworth County Sheriff’s Office, known to me to be the same person who signed the foregoing “Tower Agreement,” personally appeared before me this day and acknowledged that, pursuant to his/her authority, s/he signed the said Agreement as his/her free and voluntary act on behalf of said corporation for the uses and purposes therein stated.

Witness my hand and official seal the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

STATE OF WISCONSIN    )  
  )  
COUNTY OF WALWORTH)

I, the undersigned, a Notary Public in and for the State of Wisconsin, hereby certify that NAME, TITLE, City of Whitewater, known to me to be the same person who signed the foregoing “Tower Agreement,” personally appeared before me this day and acknowledged that, pursuant to his/her authority, s/he signed the said Agreement as his/her free and voluntary act of said corporation, for the uses and purposes therein stated.

Witness my hand and official seal the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

Rec'd  
2/4/15

## **2015 Application and Contract For Use of Walworth County Owned Property or Facilities**

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### **Part 1 – Application**

**Part 1 and Part 2 of this application must be completed and signed to enter your request for use of County owned property.**

Please return the completed application to:

*Walworth County Sheriff's Office  
Attn. Lt. Jamie Green  
1770 County Hwy NN  
P.O. Box 1004  
Elkhorn, WI 53121*

This application will be processed and if approved, signed by Walworth County. A duplicate will be returned to you for your files and will serve as your receipt for your deposit (if requested).

If not approved, this form will be returned to you with an explanation for the refusal. Consent of Walworth County is required to use County owned grounds or facilities.

### ***Applicant***

Name: Capt. Brian Uhl

Telephone # (H) 262-473-0555

Address: 312 W. Whitewater St

(W) 262-473-1371

Whitewater, WI 53190

Group or Organization: Whitewater Police Department

Email (Please Provide): buhl@whitewater-wi.gov

### ***Site Requested***

Walworth County Sheriff's Office Range and Training Facility.

### ***Event***

Purpose of event: Biannual range training and qualifications

Number of participants expected per event (maximum): Six

## ***Facility Dates and Hours Requested***

**Important:** Dates and hours must include set-up, take down and cleaning time. The user is expected to clear and clean-up the area used to Walworth County's requirements before the closing time listed. Be certain that your specific hours include deliveries made by vendors, who may have to deliver supplies to the area prior to your arrival.

When private property remains overnight during multi day events, security is the responsibility of the user.

**2015 dates and hours to be determined on a first come, first served basis.**

## ***Permit Terms and Conditions***

I, the undersigned, accept full responsibility for the terms and conditions of the application, and certify that it is accurate and complete. I understand that inaccurate information is grounds for cancellation of any reservation granted to me and may jeopardize any further reservations.

Signed:  Date: 2/4/15

## **Part 2 – Contract**

If your application is accepted, Walworth County will complete Part 2, sign it and mail you a copy (if requested). **You do not have a reservation until the Walworth County Facilities Management Director or his agent signs this form. Make sure to sign below as applicant.**

Please read Part 2 carefully, to determine if special conditions or requirements have been made a part of this contract.

This contract being made this 4th day of February, 2015, by and between Walworth County, and WHITEWATER POLICE DEPARTMENT, Applicant, by Lt. JAMIE CARSON, witnesseth as follows:

Walworth County agrees to allow Applicant to use the above-described property at the times, and hours listed on Part 1 of this application and contract under the rules and regulations laid down by Walworth County.

Applicant, individually, jointly and severally agrees to abide by all rules and regulations formulated by Walworth County for the use of County owned facilities and property; to adhere to all special conditions listed by Walworth County in this contract; to be responsible for the careful use of the facilities and property described herein; to make good all loss or damage sustained as a result of the activities held or promoted pursuant to this contract; to be responsible for all preparation and reasonable clean-up after use and special conditions:

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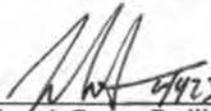
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Sales of food and other produces may require licenses or permits from local government authorities. The sale, consumption or possession of alcoholic beverages is prohibited. Applicant must have the appropriate permits or licenses prior to the scheduled event. Applicant agrees that it will save and indemnify and hold harmless Walworth County and its supervisors and employees and agents against all liabilities, judgements, costs and expenses including the claims of any third party which may in any way come against Walworth County by reason of granting this application, or which in any way result from the actions or inactions of the Applicant, or its members, guests, invitees, employees or other persons or entities under contract with, or acting on behalf of, the Applicant.

Applicant's event is required to be insured for general liability in the amount of \$1,000,000.00 (One million dollars), and Walworth County must be named co-insured. A certificate of insurance must be filed with Walworth County in preferably one week, but not less than 48 hours, prior to Applicant's event. Failure to provide such certificate will void this contract and cancel the use of any Walworth County facilities or property.

Date: 2/4/15 By:   
Walworth County Facilities Management Director or Agent

Date: 2/4/15 By:   
Applicant

List all people authorized to reserve the firearms range from your organization.

Name	Instructor type (Law enforcement, NRA, Hunter Safety etc.)	Phone#	Email
Daniel Bradford (LE)		262-473-0555	dbradford@whitewater-wi.gov
David Gempler (LE)		262-473-0555	dgempler@whitewater-wi.gov
Ryan Weston (LE)		262-473-0555	rweston@whitewater-wi.gov
Joseph Matteson (LE)		262-473-0555	jmatteson@whitewater-wi.gov

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**WALWORTH COUNTY**  
**DRUG ENFORCEMENT UNIT**

-Formal Written Agreement-  
-Operational Guidelines-

*January 2015*

# Walworth County Drug Enforcement Unit

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### Appendices

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- Disbursement of Seized Funds.....Appendix 'C'

## **WALWORTH COUNTY DRUG ENFORCEMENT UNIT FORMAL WRITTEN AGREEMENT**

The Sheriff of Walworth County and the Chiefs of participating agencies in the Walworth County Drug Enforcement Unit enter into this final agreement on the operations of the Walworth County Drug Enforcement Unit as follows:

(1) The Board of Directors for the Walworth County Drug Enforcement Unit shall consist of the Sheriff and six Police Chiefs, or his or her designee, from participating agencies. The Board shall have a President, Vice President and 1<sup>st</sup> Vice President which have already been named. The Board of Directors' purpose will be to manage the Federal and State forfeiture accounts.

(2) The mission of this Walworth County Drug Enforcement Unit will be to conduct cooperative joint drug investigations impacting Walworth County and the surrounding communities. The Walworth County Drug Enforcement Unit is committed to investigating all forms of illicit criminal drug activity throughout the county and adjoining areas of the county. The drug unit endeavors to utilize the best resource of information, the community members at large, who are encouraged to report drug activity. Prevention, early intervention and proactive tactics to the drug problem are critical components when battling the war against drugs.

(3) The Chiefs and the Walworth County Sheriff have entered into an agreement regarding payment of salaries for officers assigned to the Walworth County Drug Enforcement Unit. See Appendix 'A' for the payment agreement. It is the policy of the Board that, with respect to agencies that dedicate their personnel to the drug unit for extended tour, said agency shall cover any associated worker's compensation events.

Any short-term mutual aid events shall be covered by the agency requesting the mutual aid according to state statute. Short-term assignment would be described as an officer working with the Drug Unit for a couple hours on a daily basis, up to five days. Long-term assignment would be an officer assigned to the Drug Unit on a daily basis for more than five days.

(4) A formal chain of command shall consist of the South Eastern Area Drug Operations Group (SEADOG) Board, which will consist of the Sheriff from the Counties that are members of SEADOG, or his or her designee. The Director of Operations will be assigned by the Sheriff. The Director, or his or her designee, will keep the Walworth County Drug Enforcement Unit Board of Directors advised of progress on investigations on a quarterly basis; supervise the daily operations and tactical planning of drug investigations. Walworth County Drug Enforcement Unit Board of Directors will manage the Federal and State Forfeiture accounts and approve purchases over \$1000. The President, Vice President or the 1<sup>st</sup> Vice President can approve emergency purchases of up to \$10,000.

(5) The Walworth County Drug Enforcement Unit will hold a monthly key person/contact person meeting to discuss intelligence and conduct training quarterly. Key person/contact person is a police officer assigned by each municipal agency to act as liaison between the drug unit and their home agency.

(6) All participating agencies commit to the continuation of joint and cooperative investigations involving narcotics use and trafficking in Walworth County and surrounding areas.

(7) It is agreed by all signers of this document that equipment/money obtained and/or purchased prior to Walworth County Drug Enforcement Unit joining SEADOG will be divided consistent with the seized asset agreement among participating agencies. See Appendix 'B' for seized asset agreement. See Appendix 'C' for examples of disbursement of seized funds.

Attached is a signature list of the Walworth County Drug Enforcement Unit Board of Directors.

1/21/15  
Date

Capt. Dana Nigbor  
Captain Dana Nigbor  
Director of Operations  
Walworth County Drug Enforcement Unit

Joel Christensen  
Chief Joel Christensen  
City of Elkhorn PD

Michael Rasmussen  
Chief Michael Rasmussen  
City of Lake Geneva PD

Tim O'Neill  
Chief Tim O'Neill  
City of Delavan PD

Chris Severt  
Chief Chris Severt  
Village of Walworth PD

Steve Hurley  
Chief Steve Hurley  
Town of Geneva PD

Lisa Otterbacher  
Chief Lisa Otterbacher  
City of Whitewater PD

Kurt Picknell  
Sheriff Kurt Picknell  
Walworth County Sheriff's Office

# **WALWORTH COUNTY DRUG ENFORCEMENT UNIT**

## **Operational Guidelines**

### **BOARD OF DIRECTORS**

The Board of Directors is structured and has authority as described in the Walworth County Drug Enforcement Unit formal written agreement. In addition to the duties and activities described in the agreement the board's duties include:

- a) The Oversight Board will consist of the Sheriff and six Police Chiefs, or his or her designee, from participating agencies.
- b) The Board shall elect a President who shall preside over meetings and have the ability to call emergency meetings to handle items of serious concern and/or immediate need.
- c) The Board shall elect a Vice-President, who will perform required duties in the absence of the President.
- d) The Board shall elect a 1<sup>st</sup> Vice President, who will perform required duties in the absence of the President and Vice President.
- e) The Board will act and manage the State and Federal forfeiture accounts.
- f) The Board will act as final arbitrator in disputes regarding distribution of Federal seized assets.
- g) The Board will mediate any appeals for removal of any assigned personnel.

### **DIRECTOR OF OPERATIONS**

The Director of Operations is assigned by the Sheriff of Walworth County, or his/her designee, and shall hold the rank within the command staff. In addition to the duties and responsibilities described in the formal agreement, the Director of Operations, or his or his designee, power and duties include:

- a) Conducting the day-to-day operations of the unit.
- b) Determining the activity and assignments of unit personnel.
- c) The power to temporarily remove a unit member from active service in the unit.
- d) Keeping the Board apprised of unit activity, operations, needs and concerns.
- e) Requesting an emergency meeting of the board to handle items of serious concern and/or immediate needs, including but not limited to, personnel and equipment.
- f) Coordinating, at a minimum, a 24-hour basic drug enforcement training for any incoming drug unit officer, in whom, an agency has dedicated an officer to the drug unit for a period of one year or longer.

## **COMPLAINTS AGAINST THE UNIT AND ASSIGNED PERSONNEL**

In general, the Director of Operations, or his or her designee, should handle minor complaints against the unit. The Director of Operations will advise the Board, at meetings, of any such complaints and action. Complaints, which need to be addressed beyond normal daily operations, should be handled as follows:

- a) Complaint should be referred to the Board President, who shall place the item on the agenda of the next scheduled meeting or call an emergency meeting of the Board, if appropriate.

## **DISCIPLINE OF ASSIGNED PERSONNEL**

The Director of Operations may handle routine counseling and correction of assigned personnel as part of the daily operations of the unit. If formal discipline of assigned personnel appears needed, the following procedures and powers are in place:

- a) The Director of Operations has the power to temporarily remove assigned personnel from active unit activity. If such action is taken, an emergency meeting of the Board will be called as soon as practical by the President.
- b) The Sheriff, Chief or designee of the assigned personnel's primary agency will be immediately advised of any removal from unit service and/or any complaint against the member that may require further action by the home agency.
- c) Formal discipline of any member is to be handled by the primary agency under their internal affairs policies and procedures.

## Payment Agreement

All salaries, fringe benefits and liability of officers assigned to the unit and support staff will be picked up by the local agency providing such officer, or support staff. Only overtime associated with personnel expenses, minus the fringe benefits, will be covered by the drug unit.

At the end of each month, a reimbursement form will be sent to the local agency that has incurred overtime. The overtime rate multiplied by hours worked will be filled in on the form and returned to the drug unit, by fax, by the 7<sup>th</sup> day of the following month. A check will be issued shortly after.

### Seized Asset Agreement

In an effort to maintain equity in the distribution of seized assets, the Walworth County Drug Enforcement Unit and the participating agencies in Walworth County have agreed to the following disbursement ratios:

- 1) A minimum of 60% to the case agency. This would be the agency that prepares all reports; arrest files and does the greatest amount of work.
- 2) 20% will be given to the agency that processes the Federal Forfeiture action.
- 3) A minimum of 10% to the Host Agency (Walworth County Sheriff's Office) on Walworth County Drug Enforcement Unit cases. (2% per each full-time officer assigned)
- 4) The remaining 10% will be what is divided if there are assisting departments. (Assisting department – any agency that has provided assistance).  
5% finder's fee to a department which provided substantial information but does little or no work, i.e. turn over a CI, assist throughout case such as surveillance or provide essential equipment.
- 5) An agency, which has involvement in the case, may apply to the Board of Directors for different amounts than above and be able to justify such amounts. The Board shall be the final arbitrator in all such disputes.
- 6) Monies realized shall not include grant funds, court ordered donations or interest derived from program revenues, but be solely cash seized and forfeited through federal actions or items sold pursuant federal actions.
- 7) Cases, which are pending at the time of this resolution, shall not be grandfathered. This resolution takes affect only on cases begun after this resolutions adoption.
- 8) A department, which seeks funds through the above procedure, must have Federal ID number of equitable sharing.
- 9) If there are no request from assisting departments the remaining percent of assets will go to the case agency.

**All requests/paperwork must be filed within 30 days from the seizure date.**

## Disbursement of Seized Funds- Examples

### Drug Unit Case

The City of Elkhorn Police Dept arrests a subject who wants to work. Elkhorn PD turns over the CI the Drug Unit. The Drug Unit, which is comprised of 5 full-time deputies and 1 full-time City of Whitewater officer. The Drug Unit does the buys, completes the paperwork, applies for the search warrant, serves the warrant, and completes the arrest reports. At the search warrant \$20,000.00 is seized.

20% to federal agency (Processes seizure)	\$4,000.00
60% to Drug Unit (Case agency)	\$12,000.00 (\$12,600 at 63%)
10% to Walworth County Sheriff (Host agency)	\$2,000.00
2% to City of Whitewater PD (Full-time officer)	\$400.00
5% to Elkhorn Police Dept (Assisting Agency)	\$1,000.00
3% remaining assets go to case agency	\$600.00

### Other Agency Case

The City of Elkhorn has a CI who they are working but request assistance from the Walworth County Drug Unit for personnel, body wirc, and surveillance. Elkhorn PD completes all the paperwork, evidence, and arrest reports. Upon arresting the subject located is \$20,000.00.

20% to Federal agency (processes seizure)	\$4000.00
60% to Elkhorn Police Department (Case agency)	\$12,000.00 (\$13,800 at 69%)
5% to Walworth County Drug Unit (Assisting Agency)	\$1000.00
5% to Walworth County Sheriff (Full-time officer)	\$1000.00
1% to City of Whitewater PD (Fulltime officer)	\$200.00
9% remaining assets go to Case Agency	\$1800.00

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF WHITEWATER POLICE DEPARTMENT  
AND THE UNIVERSITY OF WISCONSIN-WHITWATER POLICE  
DEPARTMENT REGARDING POLICE RESPONSE TO CALLS FOR SERVICE  
ON LEASED PROPERTY**

This Memorandum of Understanding is between the City of Whitewater Police Department, hereinafter at times referred to as the "Whitewater Police Department", and the University of Wisconsin-Whitewater Police Department, hereinafter at times referred to as the "University Police Department".

**WHEREAS**, the University of Wisconsin-Whitewater owns and/or controls the interior areas of the Cambridge Apartments located at 375 North Harmony Lane, Whitewater, Wisconsin, pursuant to a lease agreement for use of said property (the above shall at times hereinafter be referred to as "leased property"), and

**WHEREAS**, pursuant to the statutory authority of the University Police Department under Chapter 36, Wis. Stats., and the jurisdictional authority of the Whitewater Police Department as a municipal form of government, both law enforcement agencies retain law enforcement jurisdiction over said leased property, and

**WHEREAS**, the Whitewater Police Department and the University Police Department desire to establish an understanding between departments regarding the manner in which police officers will provide law enforcement services and operations, including responding to calls for service, on said leased property.

**NOW THEREFORE**, the parties agree as follows:

A. That the Whitewater Police Department and the University Police Department hereby acknowledge and agree that each law enforcement agency retains jurisdiction over the leased property for purposes of law enforcement activity, including but not limited to providing police assistance or service, responding to calls for assistance or service, patrolling the leased property, initiating arrests for violations of local or state law(s), and/or providing any other law enforcement action allowed by law.

B. That in order to provide efficient and effective police services to the leased property, the parties agree that the University Police Department shall serve as the primary responder for law enforcement services, including calls for assistance, on the leased property. If a request for law enforcement services is received by the Whitewater Police Department, the dispatcher will first attempt to assign the call to a police officer from the University Police Department. If no officer is available to respond, the dispatcher (or command staff) will assign the call to a police officer from the Whitewater Police Department. If police officers from both departments respond to the request for law enforcement services, the officers shall coordinate their actions in an effort to provide

well-organized and efficient police services to best serve the public.

C. That this Memorandum of Understanding shall remain in effect for any above referenced leased property until the expiration of said lease or upon termination of this agreement by either party upon giving the other party no less than thirty (30) days written notice of its intent to terminate the Memorandum of Understanding.

By signing this agreement, the named persons below hereby acknowledge and affirm that they have the lawful authority to enter into this agreement on behalf of their respective agencies for the fulfillment of the terms and conditions set forth herein above.

**CITY OF WHITEWATER**

**UNIVERSITY OF WISCONSIN  
WHITEWATER POLICE DEPARTMENT**

\_\_\_\_\_  
Lisa Otterbacher, Chief of Police

\_\_\_\_\_  
Matthew Kiederlen, Chief of Police

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Cameron Clapper, City Manager

\_\_\_\_\_  
Jeff Arnold, Vice-Chancellor Admin. Affairs

Date: \_\_\_\_\_

Date: \_\_\_\_\_