

**CITY OF WHITEWATER  
COMMON COUNCIL AGENDA**

Common Council Meeting

**Tuesday, May 5, 2015 - 6:30 p.m.**

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

**AMENDED AGENDA AS OF 5/4/2015 AT 3:44 P.M.  
THE FOLLOWING CHANGES WERE MADE:**

**Amend C-8 to read: Report regarding transfer of \$46,781 to Library Fund, as reimbursement of rental income owned by Library and authorization to expend funds from contingency account.**

**Added C-11 Consideration of approval of Agreement with Donna Henry concerning PECFA-Remedial Action Fund Application related to the East Gateway Construction Project and property located at 216 E. Main Street, City of Whitewater.**

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

**SWEARING IN OF NEWLY-ELECTED COUNCILMEMBERS:**

**Aldermanic District 1 – Craig Stauffer**

**Consideration of application for vacant Councilmember – Aldermanic District 2 position. (One application - James A. Langnes III) and possible appointment of Councilmember.**

**SWEARING IN OF NEWLY-APPOINTED COUNCILMEMBER, (Assuming appointment is made).**

**CONSENT AGENDA**

CA-A	Approval of Council Minutes of 4/9/15.	P. 2
CA-B	Acknowledgment of Receipt and Filing of: *Irvin L. Young Memorial Library Board Minutes of 3/16/15. *Police Department Consolidated Monthly Report for March, 2015.	P. 12
CA-C	Approval of Payment of City Invoices processed through 4/29/15.	P. 25
CA-D	Expedited Approval of the Following Items: O-1, O-2, C-5	n/a

**STAFF REPORTS:**

City Manager	Recognition of Whitewater High School Math Team; Basketball team; and Swim Team, in honor of their State Championship Awards.	n/a
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**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	Approving Withdrawal from Mid-Wisconsin Federated Library System and Partnering with Waukesha County Federated Library System. (Library Director Request).	P. 28
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**ORDINANCES – First Reading – None.****ORDINANCES – Second Reading**

*O-1	Ordinance amending Zoning Map to enact an ordinance imposing the R-3A (University Residential Overlay District) Zoning classification under Chapter 19.22 of the Zoning Ordinance of the City of Whitewater at 1014 W. Main Street (Tax Parcel Numbers /WUP 173; /WUP 173A and /WUP 173B) for Campus Edge Apartments, LLC (Ryan Hughes). (Neighborhood Services Director Request).	P. 33
*O-2	Ordinance amending Zoning Map to enact an Ordinance to impose the R-3A (University Residential Overlay District) Zoning classification under chapter 19.22 of the Zoning Ordinance of the City of Whitewater at 527 W. Main; 531-533 W. Main and 601 W. Main Street for HSI Rentals LLC (Robert Friermuth). Tax Parcel Numbers /WUP 242; /WUP 241; and /WUP 240).	P. 38

**CONSIDERATIONS:**

C-1	Action on Request for a Class “B” Beer License and a Class C Wine License for Garret Witterholt LLC, Amador Cortez, Agent, for Taco Fresco restaurant 175 W. Main St.. (City Clerk Request). (Alcohol Licensing Committee meets at 6:15 p.m. on 5/5/15).	P. 43
C-2	Discussion regarding City’s Special Assessment Policy (Resolution) and possible direction regarding the same. (Asst. City Manager Request).	P. 47
C-3	Approval of specifications for Pleasant Street project, and authorization to go to bid. (Asst. City Manager Request).	P. 53
C-4	Presentation regarding sanitary sewer maintenance activities for 2015. (Wastewater Treatment Plant Superintendent Request).	P. 56
*C-5	Disallowance of claim filed by Paula Kraatz (for reimbursement of expenses / loss experience as a result of a fall near parking pad at Cravath Lakefront Park on 10/18/13). (Finance Director Request).	P. 66
C-6	Appointment of Citizen members to Boards and Commissions (Birge Fountain Committee Tree Commission, and Library Board). (City Manager Request).	P. 83
C-7	Finance Director Quarterly Report on City Finances – 1 <sup>st</sup> Quarter, 2015. (Councilmember Binnie Request).	P. 89
C-8	Report regarding transfer of \$46,781 to Library Fund, as reimbursement of rental income owned by Library and authorization to expend funds from contingency account. (City Manager Request).	P. 100
C-9	Discussion regarding Joint meeting between CDA and Common Council to discuss TIF matters, and possible selection of meeting date. (City Manager Request).	P. 105
C-10	Approval of Agreement with National League of Cities and Utility Service Partners to offer residents optional insurance coverage on water and sewer laterals located on privately - owned real estate. (City Manager Request).	P. 108
C-11	Consideration of approval of Agreement with Donna Henry concerning PECFA-Remedial Action Fund Application related to the East Gateway Construction Project and property located at 216 E. Main Street, City of Whitewater.	P. 132
C-12	Councilmember Requests for Future Agenda Items.	n/a
C-13	Adjournment.	n/a

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

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

To Whom It May Concern:

This letter shall serve as my letter of interest to the vacant Aldermanic District 2 Council seat.

My name is James A. Langnes III and I am currently a finance major at the University of Wisconsin-Whitewater. I am from Lake Geneva, Wisconsin and have lived in Whitewater since the beginning of the school year at 1208 Carriage.

I am very interested in the council position. Government has always been a part of life. My father has worked for the government his entire life and after living near Washington D.C. because of him for 3 years in my younger years I have been super fascinated in government and the democratic process since. To hold a seat in local government of where I live is something that intrigues me deeply. The seat is I believe is the best tool for me to make a difference in the community.

I am young. I am 19 years of age. I may not be the most experienced person but I love to learn and am quick on my feet. I am open-minded and always respect and listen to the opinions of others and use them to mold my own. My experience in local government is very little, other than the almost thirteen thousand students I make decisions for while being a senator on student government. Being in student government has given me insight into law creation, policy creation; how to deal with some pretty big matters that directly affect many people as well as listening to your constituents. I have seen all sides of the law. I have had the chance to personally experience all branches of government, the legislative, executive, and judicial. In the summer of 2013 I was given the chance to do an internship with the Walworth County Sheriffs Office and was able to see how laws are enforced. I have also done a lot of volunteer work and spent a lot of time in the courtroom with the Walworth County District Attorneys office to see how laws are decided on. And lastly, being in student government I have seen how policies are created. Seeing how government works in all aspects is something I believe that gives me good insight and I can think about laws and policies in all aspects.

Whitewater is a wonderful city. The history and downtown is drawing. It is a very aesthetically pleasing place with all of the old trees and neat old architecture. Like any place, Whitewater is not perfect. Changes can be made to improve it. I have not lived in Whitewater very long and am not going to pretend to know all the issues Whitewater faces. In the aldermanic role my goal would be to learn about the problems facing Whitewater and do my best to make them better. I would listen to my fellow council members and those in government, to my constituents and others in the community that bring forth an issue and would make a decision and plan on how to make things better. My overall goal is to improve the city of Whitewater in any way I can and make it an even more attractive place for the families, visitors, and college students to visit, live, and learn.

God Bless.

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

April 9, 2015

The regular meeting of the Common Council was called to order at 6:30 p.m. by Council President Patrick Singer. MEMBERS PRESENT: Phil Frawley, Stephanie Abbott, Brienne Diebolt-Brown, Lynn Binnie, Patrick Singer, Sarah Bregant, Ken Kidd. MEMBERS ABSENT: None. LEGAL COUNSEL PRESENT: Wally McDonell.

It was moved by Councilmember Binnie and seconded by Councilmember Abbot to approve the Common Council Minutes of March 3, 2015, payment of invoices in the amount of \$159,424.81 and the expedited approval of Memorandum of Understanding Relating to Wayfinding Signs for Burr Oak Drive, near Prairie Village, Street Closure for Whitewater Police Department K-9 run on May 30, 2015, and Purchase of Utility Vehicle for Wastewater Treatment Plant. AYES: Frawley, Abbott, Diebolt-Brown, Singer, Bregant, Kidd. ABSTAIN: Binnie. NOES: None.

**STAFF REPORTS:** None

**HEARING OF CITIZEN COMMENTS:** City Manager Clapper presented Certificate of Appreciation plaques to Councilmember Bregant, Councilmember Diebolt-Brown and Councilmember Frawley for their public service. Bregant and Frawley did not seek new terms and Diebolt-Brown, who was appointed in January to fulfill the remainder of Jim Winship's term, which has now expired.

**NANCY O'DONNELL EMPLOYMENT TERMINATION GRIEVANCE PROCEDURE REVIEW AND DECISION.** O'Donnell filed a grievance regarding her termination with the City of Whitewater. A special hearing was held to review the termination process on February 24, 2015, at which time it was found in favor of the City of Whitewater. O'Donnell then filed an appeal of that decision. The appeal was brought before the City of Whitewater Common Council. Initially the case was to be heard by Council in closed session but legal counsel stated the matter could be heard in an open meeting. Due to possible conflict of interest, Attorney Kyle Gulya with Von Briesen Law Firm in Madison filled in for City Attorney Wally McDonell. Prior to the April 9, 2015 Common Council meeting, council members reviewed the evidence of O'Donnell's case and reviewed the tapes from the special hearing. It was moved by Councilmember Kidd and seconded by Councilmember Abbott to approve that the finding made at the special hearing in favor of the City of Whitewater was not arbitrary or incorrect. AYES: Frawley, Abbott, Diebolt-Brown, Binnie, Singer, Bregant, Kidd. NOES: None. ABSENT: None. APPROVED: April 9, 2015.

**AMENDMENT TO 2015 SALARY RESOLUTION:** City Manager Clapper stated the City is asking for an additional pay grade for part-time WIAA certified officials at a rate of \$35.00 per tournament game. Currently the pay scale for sports officials ranges from \$20.00 to \$25.00 per tournament game. Clapper stated the officials would be compensated by the revenue stream coming in from fees associated with those events. Councilmember Binnie inquired as to whether there would be additional expenses for travel. Parks and Recreation Director Amundson stated that \$35.00 is the total compensation per game.

**City of Whitewater  
2015 SALARY RESOLUTION AMENDMENT 2**

**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	01/01/2015	91,800.00
Chief of Police	1	01/01/2015	89,627.40
Municipal Judge	1	01/01/2015	20,167.98
City Attorney	1	01/01/2015	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 Programmer
	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	I	1	Chief Information Officer
	1	Accounting Technician II - Payroll & Accounts Payable	J	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	CDA – Economic Development Specialist			

**PROFESSIONAL AND TECHNICAL EMPLOYEE PAY PLAN**

Pay Grade		Steps				
		1	2	3	4	5
A*	Hourly Wage	15.38	15.85	16.53	17.24	17.91
	2080 Hours	31,993.73	32,969.66	34,391.14	35,855.04	37,255.30
B*	Hourly Wage	16.48	17.24	17.97	18.72	19.47
	2080 Hours	34,287.24	35,855.04	37,382.59	38,947.42	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

**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 16,029.23	16.00 16,637.08	16.58 17,244.93	17.14 17,830.26	17.72 18,426.86	18.29 19,023.45
C	Laborer II <i>Per 2,080 Hours</i>	18.01 37,461.57	18.59 38,677.27	19.17 39,870.45	19.74 41,063.64	20.33 42,279.34	20.89 43,450.01
D	Building Maintenance <i>Per 2,080 Hours</i>	20.16 41,941.65	20.75 43,157.35	21.30 44,305.51	21.91 45,566.23	22.47 46,736.91	23.05 47,952.61
	<i>Per 1,560 Hours</i>	31,456.23	32,368.01	33,229.13	34,174.67	35,052.68	35,964.45
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 46,917.01	23.06 47,975.12	23.56 49,010.72	24.07 50,068.82	24.57 51,104.42	25.09 52,185.04
<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.

**WHITEWATER POLICE DEPARTMENT**

<b>Position</b>	<b># of Positions</b>	<b>Effective Date</b>	<b>Hourly Wage</b>	<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

<b>Position</b>	<b># of Positions</b>	<b>Effective Date</b>	<b>Hourly Wage</b>	<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

**PART-TIME SEASONAL EMPLOYEES**

Position	Steps				
	1	2	3	4	5
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
WIAA Sport Officials	35.00	35.00	35.00	35.00	35.00
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, Singer, Bregant, Kidd. NOES: None. ABSENT: None. ADOPTED: April 9, 2015.

Cameron Clapper, City Manager

Michele R. Smith, City Clerk

**FIRST READING OF ORDINANCE ZONING MAP AMENDMENT TO IMPOSE THE R-2A RESIDENTIAL OVERLAY DISTRICT ZONING TO ENABLE UP TO FOUR (4) UNRELATED PERSONS IN A RESIDENCE AT 412 SOUTH JANESVILLE STREET.**

**FIRST READING OF ORDINANCE ZONING MAP AMENDMENT TO IMPOSE THE R-2A RESIDENTIAL OVERLAY DISTRICT ZONING TO ENABLE UP TO FOUR (4) UNRELATED PERSONS IN A RESIDENCE AT 412 SOUTH JANESVILLE STREET.**

**FIRST READING OF AN ORDINANCE IMPOSING THE R-2A  
RESIDENTIAL OCCUPANCY OVERLAY DISTRICT  
ZONING CLASSIFICATION FOR CERTAIN PROPERTY  
IN THE CITY OF WHITEWATER**

The Common Council of the City of Whitewater, Walworth and Jefferson Counties, do, pursuant to Municipal Code Section 19.69, hereby impose the R-2A Residential Occupancy Overlay District Zoning classification (19.19) on the below property:

Section 1: The R-2A Residential Occupancy Overlay District Zoning classification is hereby imposed upon:

Address

Tax ID#

412 S. Janesville Street

/CL 00109

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

Section 3: This ordinance shall take effect upon passage and publication as provided by law.

Ordinance introduced by Councilmember Bregant, who moved its adoption. Seconded by Councilmember Diebolt-Brown. AYES: Frawley, Abbott, Diebolt-Brown, Binnie, Singer, Bregant, Kidd. NOES: None. FIRST READING APPROVED: April 9, 2015.

Cameron L. Clapper, City Manager

Michele R. Smith, City Clerk

**FIRST READING OF AMENDMENT AUTHORIZING THE INCREASE OF THE CITY MANAGER EXPENDITURE AUTHORITY FROM \$10,000 TO \$25,000 FOR BUDGETED**

**ITEMS.** City Manager Clapper stated that it is his suggestion to increase the amount of the city manager expenditure authority from \$10,000 to \$25,000. Council Chairman Singer stated that with rising costs, this is a fair amount. Singer stated that if \$25,000 is approved, Council should be notified of any purchases.

**FIRST READING OF AN ORDINANCE AMENDING CHAPTER 2.12.020 “CITY MANAGER”,  
AUTHORITY TO MAKE PURCHASES.**

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

**SECTION 1.** Whitewater Municipal Code Section 2.12.020 is hereby amended to read as follows:

**2.12.020 Authority to make purchases.**

The city manager shall have authority to make purchases and contract for services and supplies for up to twenty-five thousand dollars (\$25,000) without the necessity of first securing approval from the common council. This authority is granted only on specifically budgeted items. This spending authority does not apply to the City’s contingency account.

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

Ordinance introduced by Councilmember Binnie, who moved its adoption. Seconded by Councilmember Abbott. AYES: Frawley, Abbott, Diebolt-Brown, Binnie, Singer, Bregant, Kidd. NOES: None. ABSENT: None. FIRST READING APPROVED: April 9, 2015.

Cameron Clapper, City Manager

Michele R. Smith, City Clerk

**SECOND READING OF ORDINANCE IMPOSING RESIDENTIAL OVERLAY DISTRICT CLASSIFICATION R-3A FOR THE PROPERTY LOCATED AT 158 N. TRATT STREET.**

**SECOND READING OF AN ORDINANCE IMPOSING THE R-3A  
RESIDENTIAL OCCUPANCY OVERLAY DISTRICT  
ZONING CLASSIFICATION FOR CERTAIN PROPERTY  
IN THE CITY OF WHITEWATER  
(158 N. Tratt St. – DLK Enterprises, Inc.)**

The Common Council of the City of Whitewater, Walworth and Jefferson Counties, do, pursuant to Municipal Code Section 19.69, hereby impose the R-3A Residential Occupancy Overlay District Zoning classification (19.22) on the below property:

Section 1: The R-3A Residential Occupancy Overlay District Zoning classification is hereby imposed upon:

<u>Address</u>	<u>Tax ID#</u>
158 N. Tratt Street	/WUP 00166E

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

Section 3: This ordinance shall take effect upon passage and publication as provided by law.

Ordinance introduced by Councilmember Binnie, who moved its adoption. Seconded by Councilmember Bregant. AYES: Frawley, Diebolt-Brown, Binnie, Singer, Bregant, Kidd. NOES: None. ABSTAIN: Abbott. ABSENT: None. ADOPTED: April 9, 2015.

Cameron Clapper, City Manager

Michele R. Smith, City Clerk

**SECOND READING OF ORDINANCE IMPOSING RESIDENTIAL OVERLAY DISTRICT  
CLASSIFICATION R-2A FOR THE PROPERTY LOCATED AT 523 W. CENTER STREET.**

**SECOND READING OF AN ORDINANCE IMPOSING THE R-2A  
RESIDENTIAL OCCUPANCY OVERLAY DISTRICT  
ZONING CLASSIFICATION FOR CERTAIN PROPERTY  
IN THE CITY OF WHITEWATER  
(KACHEL ENTERPRISES, LLP)**

The Common Council of the City of Whitewater, Walworth and Jefferson Counties, do, pursuant to Municipal Code Section 19.69, hereby impose the R-2A Residential Occupancy Overlay District Zoning classification (19.19) on the below property:

Section 1: The R-2A Residential Occupancy Overlay District Zoning classification is hereby imposed upon:

<u>Address</u>	<u>Tax ID#</u>
523 W. Center Street	/CL 00041

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

Section 3: This ordinance shall take effect upon passage and publication as provided by law.

Ordinance introduced by Councilmember Binnie, who moved its adoption. Seconded by Councilmember Bregant. AYES: Frawley, Diebolt-Brown, Binnie, Singer, Bregant, Kidd. NOES: None. ABSTAIN: Abbott. ABSENT: None. ADOPTED: April 9, 2015.

Cameron Clapper, City Manager

Michele R. Smith, City Clerk

**AUTHORIZATION TO COMPLETE TRAFFIC STUDY ON MAIN STREET, BETWEEN INDIAN MOUND PARKWAY AND PEARSON LANE.** The City has recently been contacted by a potential business that has indicated they would like to locate their new business on the vacant property located next to the current Taco Bell restaurant. They have requested that we allow an access point onto Main Street. City Manager Clapper stated the City will be conducting a traffic count in house. Clapper stated that once the City has collected that data, Strand Associates would then analyze that data. Clapper stated he would like to have this work done by June. Clapper further stated that this work would be paid out of Tax Increment District 5. Neighborhood Services Director Christine Munz-Pritchard stated that the count will be conducted between the hours of 4:00 p.m. and 6:00 p.m., which would help determine whether other times during the day would be better. It was moved by Councilmember Binnie and seconded by Councilmember Abbott to approve Task Order No. 15-03 with Strand Associates for the West Main Street traffic analysis. AYES: Frawley, Abbott, Diebolt-Brown, Binnie, Singer, Bregant, Kidd. NOES: None. ABSENT: None. ADOPTED: April 9, 2015.

**ADOPTION OF AMENDMENTS TO EMERGENCY OPERATIONS PLAN.** City Manager Clapper stated that the Emergency Operations Plan has been updated to reflect appropriate contact information, duties and position titles. It was moved by Councilmember Binnie and seconded by Councilmember Bregant to approve adoption of amendments to Emergency Operations Plan. AYES: Frawley, Abbott, Diebolt-Brown, Binnie, Singer, Bregant, Kidd. NOES: None. ADOPTED: April 9, 2015.

**DISCUSSION AND POSSIBLE DIRECTION FOR APPOINTMENT OF REPLACEMENT COUNCILMEMBER FOR ALDERMANIC DISTRICT 2.** Councilmember Abbott gave a formal announcement of her resignation as Councilmember for Aldermanic District 2 as of April 20, 2015. Abbott stated she will be relocating within the City of Whitewater and will be sworn in as Councilmember for Aldermanic District 5. Council discussed the procedure for filling the Aldermanic District 2 position. The Clerk was authorized to advertise the position with applications to be due by April 24, 2015.

**APPROVAL OF AGREEMENT WITH STRAND ASSOCIATES FOR EXTENSION OF TECHNICAL SERVICES AGREEMENT.** City Manager Clapper stated that the Technical Services Agreement with Strand Associates expired in February, 2015. Clapper stated the City has been satisfied with what Strand Associates has provided and would like to extend the agreement with them as a four-year contract rather than a three-year contract. Clapper stated that the rate per hour with Strand Associates has ranged between \$69.64 and \$186.22 per hour. Clapper stated that over the last five years

the hourly rate during projects has averaged around \$100.00. It was moved by Councilmember Binnie and seconded by Councilmember Bregant to approve the extension of the technical services agreement with Strand Associates. AYES: Frawley, Abbott, Diebolt-Brown, Binnie, Singer, Bregant, Kidd. NOES: None. ABSENT: None. APPROVED: April 9, 2015.

**COUNCILMEMBER REQUESTS FOR FUTURE AGENDA ITEMS.** Councilmember Abbott extended a thank you to the outgoing council members.

**ADJOURNMENT.** It was moved by Council Chairman Singer and seconded by Councilmember Bregant to adjourn the meeting. Motion carried by unanimous voice vote. Meeting adjourned at 7:25 p.m.

Respectfully submitted,

Teri Nowakowski, Deputy Clerk

*Mission Statement: The Irvin L. Young Memorial Library will foster a sense of community and be a center for resources, information, and creativity for all people in the Whitewater area.*

1. Call to Order by Anne Hartwick at 6:30 pm

Present: Brienne Brown, Julie Caldwell, Sharon Knight, Anne Hartwick, Richard Helmick, Danielle Hudson, Cory Pepler

Absent: none

Staff Present: Stacey Lunsford, Diane Jaroch, Deana Rolfsmeyer

2. Monthly Reports

a) Approval of minutes of the February 16, 2015 regular meeting

MSC Hartwick/Caldwell to approve minutes for February 16, 2015 regular meeting

Ayes: Brown, Caldwell, Knight, Hartwick, Helmick, Hudson, Pepler

Nays: None

b) Acknowledgment of receipt of financial reports for February 2015

MSC Hartwick/Helmick to acknowledge receipt of financial reports for February 2015.

Ayes: Brown, Caldwell, Knight, Hartwick, Helmick, Hudson, Pepler

Nays: None

c) Acknowledgment of receipt of financial report of special revenue fund receipts for February 2015

MSC Hartwick/Helmick to acknowledge receipt of financial report of special revenue fund receipts for February 2015

Ayes: Brown, Caldwell, Knight, Hartwick, Helmick, Hudson, Pepler

Nays: None

d) Approval of payment of invoices for February 2015

MSC Hartwick/Brown to approval payment of invoices for February 2015

Ayes: Brown, Caldwell, Knight, Hartwick, Helmick, Hudson, Pepler

Nays: None

1. Questions asking for clarification on some of the databases

2. Question asking for clarification of the fire/security

e) Acknowledgment of receipt of statistical reports for February 2015

MSC Hartwick/Hudson to acknowledge receipt of statistical reports for February 2015

Ayes: Brown, Caldwell, Knight, Hartwick, Helmick, Hudson, Pepler

Nays: None

1. Concern expressed about the decreasing numbers of library visits and general circulation.

2. Acknowledgement of increase in e-circulation

3. Reports on what patrons are saying they like, such as laptop access.

f) Acknowledgment of receipt of treasurer's reports for February 2015

MSC Hartwick/Helmick to acknowledge receipt of treasurer's reports for February 2015

Ayes: Brown, Caldwell, Knight, Hartwick, Helmick, Hudson, Pepler

Nays: None

1. Knight acknowledged a balance from an at-risk grant from a number of years ago. Question about what to do with that fund.
2. Deana will order a few titles specifically with that money to close out the fund.
3. Knight also asked about the status of a Friends of the Library account for the roof. Lunsford will investigate, but is fairly sure that money has been spent.

3. Hearing of Citizen Comments

- a) No comments made

4. Old Business

a) Library Building Expansion Project ~ Discussion

1. Creation of committees for the library expansion project ~ Discussion and Possible Action
  - a. Library expansion committee vs. fundraising committee. Suggestion was to have very specific focus for a committee (i.e. "fundraising" committee) made up of three members of the Board
  - b. First step of the committee will vet the fundraising agency, present to larger Board for approval of agency, and then assemble a larger fundraising committee from the community.
  - c. Knight suggested being sensitive to potential upcoming changes in the Board membership in determining initial committee.
  - d. Suggestion that committee should include the treasurer.
  - e. Suggested timeline: Contract is presented at April meeting and committee formed at May meeting.
  - f. Inquiry about who was on the last fundraising committee to seek their experience, and how it was handled last time.
2. Lunsford still has not received a final contract from the contractor. Should be here by next Board meeting.
3. Helmick asked what the next step will be once the contract is presented by contractor. Lunsford suggested an RFP for a fundraising agency. A number of fundraising agencies were named in conversation.

b) Council and Community Communications ~ Discussion

1. No discussion at this time

c) Review & Approval of 2015 Trustee & Organizational Goals and Objectives ~ Action

1. Hartwick suggested change to the 2<sup>nd</sup> Objective under Staff Goals to read: "Each staff member will participate in at least one continuing education opportunity during the year."

MSC Hartwick/Caldwell to approve with changes the 2015 Trustee and Organizational Goals and Objectives

Ayes: Brown, Caldwell, Knight, Hartwick, Helmick, Hudson, Pepler

Nays: None

## 5. New Business

- a) Creation of committees in support of goals and objectives ~ Discussion and Possible Action
1. Hartwick suggestion a “Promotions” committee to help educate the Board as to the activities of the library as well as helping library staff with promotional ideas.
  2. Another suggestion for an “Onboarding” committee for new board members.
  3. Hudson expressed concern that any committee needs to have a clear focus
  4. Brown suggested the use of the banner across Main Street, citing the comments she has heard from new professors that have recently moved to town.
  5. Hartwick cited other library boards who have standing committees to accomplish some of the legwork needed
  6. Jaroch cited that Watertown had a Building committee and Finance committee.
  7. Knight expressed that every Board is different. Finance committee might not be necessary. Even a treasurer is only needed when there are outside funds that are not administered by the city.
  8. Lunsford and Helmick stressed that even with a ‘standing’ committee, there should be a definitive start and stop to activities/charges.
  9. A promotion committee could build some communication pieces that could later be leveraged during fundraising.
  10. Tabled the assembling of a Promotion committee until April meeting

- b) Collaboration with the Whitewater Community Foundation ~ Discussion
1. Foundation is very excited about working more with youth in the community, but they are struggling with where to begin. Looking to partner with the library and generate ideas and activities.
  2. Helmick suggested that the Foundation could help with promotion and fundraising projects.
  3. Lunsford suggested that a future Promotions committee could work with the Foundation to establish relationships and cooperation with various

- c) Request approval of a quote from the Wisconsin Historical Society for digital copies of the Whitewater Register from January 2008 through December 2013 ~ Action

MSC Helmick/Peppler to approve the quote from the Wisconsin Historical Society for the digital archiving of the Register to be paid out of the collection development trust

Ayes: Brown, Caldwell, Knight, Hartwick, Helmick, Hudson, Peppler

Nays: None

- d) Review of quote for VPN tunnel from Whitewater to Mid-Wisconsin Federated Library System for use with Envisionware software ~ Discussion and Possible Action
1. Allows to authenticate users and managing printer through Sirsi-Dynex
  2. Concern about the future relationship with MWFLS
  3. Getting other quotes for VPN tunnel access; likely can get service for much lower cost
  4. No action taken at this time

- e) Review and reapproval of Claims Returned Policy ~ Action

1. Helmick asked for clarification about the 90 day time frame

MSC Hartwick/Caldwell to reapprove Claim...

Ayes: Brown, Caldwell, Knight, Hartwick, Helmick, Hudson, Peppler

Nays: None

- f) Review and reapproval of Wireless Access Policy ~ Action
  - 1. Helmick asked for clarification regarding Skype and other activities that would be disruptive. Staff tries to accommodate by steering them to the Whitewater Room, etc.

MSC Hartwick/Hudson to approve the Wireless....

Ayes: Brown, Caldwell, Knight, Hartwick, Helmick, Hudson, Pepler

Nays: None

- g) Review of *Trustees Essentials* Chapter 8 ~ Discussion
  - 1. Discussion about the need to align the budget with the goals and objectives
  - 2. Trustees should be involved in the budget process.
  - 3. *Trustee Essentials* Chapter 8 might need to be updated due to significant changes in the way libraries are funded.
  - 4. Line item vs. Program: City uses line item, but program budgets are a little easier for communicating and comparison.

## 6. Staff & Board Reports

### a) Director's Report

- 1. I received my certification from the American Library Association-Allied Professional Association as a Certified Public Library Administrator on February 27. Over the past three years, I have completed seven courses in managerial and administrative competencies: Planning and Management of Buildings, Fundraising and Grantsmanship, Management of Technology, Budget and Finance, Organization and Personnel Administration, Marketing, and Politics and Networking. I am one of 78 graduates of the program. My certification period is for five years, from now through May 2018. In order to recertify, I must complete 60 hours of continuing education related to management or one of the competencies during that five-year period. This is separate from the 100 hours of continuing education that I am required to complete every five years for certification for the State of Wisconsin, although there can be overlap if the continuing education fits the criteria for the CPLA.
- 2. The Jefferson County Library Service Board met on Monday, March 2. During that meeting the following motion was passed unanimously:
  - “*Move that the board approves the preliminary recommendation made by the Jefferson County Library System Review Committee to continue talks with the Waukesha County Federated Library System with regard to the possibility of Jefferson County joining that system, and to schedule a special meeting of the Jefferson County Library Board sometime in late March to review the decision made by the WCFLS Board of Trustees at their March 17th meeting and act on a proposal if one is so offered.*”
- 3. I plan to attend the Waukesha County meeting on March 17<sup>th</sup>.
- 4. I completed the Whitewater Police Department Citizens Academy on February 25. The Citizens Academy is offered to a selected group of 12 community members from different demographics to give them in-depth, hands-on experience in the type of training and work that police officers engage in. It was a six-week program of four hours each Wednesday. We covered narcotics, OWI stops and sobriety tests, vehicle stops, defense and arrest tactics, tasers, dispatch, crime scene investigation, sensitive crimes interviews, and firearms. I won the Top Gun award for my rifle marksmanship!
- 5. March 26, 5pm at Jefferson Public Library—voting on joining the consortium (pending WCFLS's decision on the 17<sup>th</sup>).

b) Adult Services Report

1. We debuted our new AccuQuilt Go Cutter machine and Big Shot die cutting machine during Maker Monday on February 16th. Those in attendance had a chance to try out both machines. We also took a tour of the Maker Space.
2. The Compost program on the 19th was successful. It was a cold evening, but we still managed to have a sizeable crowd. Linda Holmes did an excellent job of teaching everyone how to start composting and there was much discussion among those in attendance. Steven Helwig brought herb seedlings for everyone to take home. This program was part of the Seed Exchange Library programming for 2015.
3. The Wisconsin Association of Free & Charitable Clinics held a Health/Insurance Fair at the library on February 10th. There were representatives here from several insurance companies, all of which had bi-lingual staff on hand. Those attending the fair were able to get their blood pressure checked for free, learn about heart health, breast health and good nutrition.
4. I proctored two online exams this month.

c) Youth Educational Services Report

1. Snow Dogs: The library participated in Freeze Fest by offering the Snow Dogs program again this year. We had seven carting dogs in attendance, including a standard Schnauzer and a Great Pyrenees. We had 48 individuals in attendance, which is fewer than last year, but not surprising considering the below zero temperatures.
2. LEGO Engineering Club: Our last LEGO meet had 20 children in attendance, building everything from a fire testing mill, to a computer, to a helicopter landing pad.
3. University Collaboration: On Friday, February 20th I met with both Dr. Anna Courtier, the Science Outreach Coordinator at the University and with Shannon Dozoryst, the Director of Education and Outreach at the University to discuss opportunities for collaboration. Dr. Courtier and her students will be developing a science workshop that we will use as part of our summer reading program this year. Ms. Dozoryst and I will be working together to promote each other's programs and will be looking to share performers in the future.
4. Early Literacy Classes: Attendance at Rhyme Time has remained consistent with the occasional drop in attendance due to weather. Attendance at both Little Listeners and Growing Readers has increased.
5. 1000 Books Before Kindergarten: In February we had 14 children register for the program, bringing us to 28 participants total. We also had 7 children report their first 100 books and one child report her first 200.
6. Literacy for LINCS: On February 26th, Stacey and I were invited to participate in a literacy event at LINCS. We provided participants with information about the library and the various children's programs we offer, signed two children up for their first library card, and raffled off three free books. Our booth was visited by approximately 50 individuals.

d) Board member reports

1. None

7. Board member requests for future agenda items

- a) Action on creating a Promotion committee

8. Confirmation of next meeting on April 20, 2015, 6:30 pm

9. 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.” .....7:45 pm

Items to be discussed:

1. Terminated employee grievance
2. Review of development goals and objectives for the Library Director

MSC Hartwick/Caldwell to adjourn into closed session. Roll call vote:

Brown, aye

Caldwell, aye

Knight, aye

Hartwick, aye

Helmick, aye

Hudson, aye

Peppler, aye

Meeting was CLOSED to the public at 7:58 pm

Director Lunsford remained in closed session by permission of the Board.

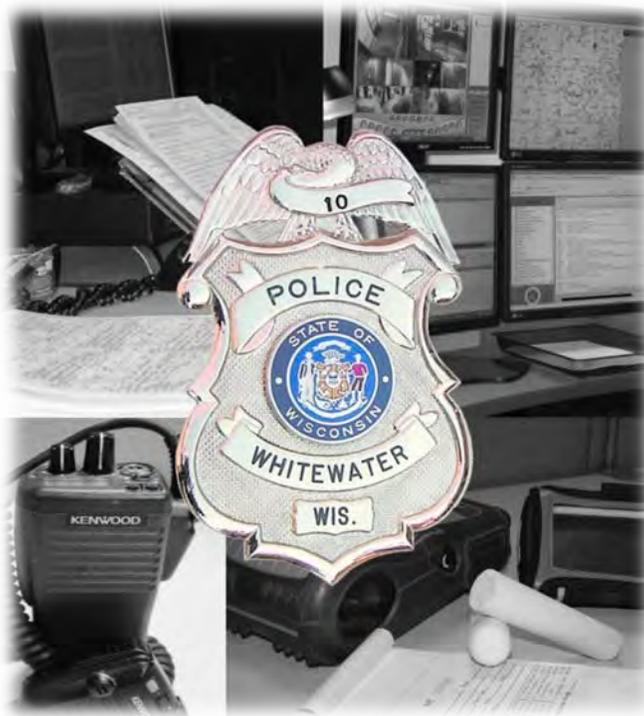
Respectfully submitted,

Cory Peppler

Secretary/School Board Representative

# Whitewater Police Department Consolidated Monthly Report

## March 2015



***Lisa K. Otterbacher***  
***Chief of Police***

**Whitewater Police Department**  
**312 West Whitewater Street**  
**Whitewater, Wisconsin 53190**

**Unified Crime Reporting Incidents**

	No. of Incidents			Total Amount Lost		
	<u>This Month</u>	<u>This Year to Date</u>	<u>Last Year to Date</u>	<u>This Month</u>	<u>This Year to Date</u>	<u>Last Year to Date</u>
Murder/Non-Negligent Manslaughter	0	0	0	\$0	\$0	\$0
Sexual Assaults - 1st, 2nd, 3rd, 4th	0	2	1	\$0	\$0	\$0
Total Robbery	0	1	2	\$0	\$3,200	\$410
Total Burglary	4	11	10	\$6,950	\$20,965	\$27,327
Total Motor Vehicle Thefts	0	1	1	\$0	\$2,600	\$2,000
<b>Thefts</b>						
Pocket Picking	0	0	0	\$0	\$0	\$0
Purse Snatching	0	0	0	\$0	\$0	\$0
Shoplifting	1	7	14	\$46	\$511	\$3,059
From Automoblies	3	23	3	\$31	\$2,658	\$775
Automobile Parts/Accessories	0	1	1	\$0	\$250	\$20
Bicycles	0	1	0	\$0	\$100	\$0
From Buildings	4	9	15	\$849	\$2,074	\$3,262
Coin Operated Machine	1	1	0	\$0	\$0	\$0
All Other	1	8	13	\$50	\$619	\$6,976
Total Thefts	10	50	46	\$976	\$6,212	\$14,092
<b>Grand Total</b>	<b>14</b>	<b>65</b>	<b>60</b>	<b>\$7,926</b>	<b>\$32,977</b>	<b>\$43,829</b>

**Property Amount Stolen and Recovered  
Year to Date Statistics**

	<u>This Month</u>	<u>This Year to Date</u>	<u>Last Year to Date</u>
Property Stolen	\$7,926	\$32,977	\$43,829
Property Recovered	\$786	\$10,564	\$12,736
Percentage Recovered/Stolen	10%	32%	29%
Property Stolen Average per Month	\$2,642	\$32,977	\$14,610

**Consolidated Monthly Report - March 2015**

**Comparison of Charges**

<b>Charge Totals:</b>	<b>Monthly</b>	<b>Year to Date</b>
Adult	291	747
Juvenile	13	58
<b>Combined Total</b>	<b>304</b>	<b>805</b>

<b>Charges</b>	<b>This Month</b>	<b>This Year to Date</b>	<b>Last Year to Date</b>	<b>Increase/Decrease</b>
Abuse of Hazardous Substance	0	0	0	SAME
Animal Cruelty	0	0	0	SAME
Animal Ordinance Violations	0	0	0	SAME
Arson	0	0	0	SAME
Assault (Aggravated)	1	4	2	2
Assault (Other)	4	9	7	2
Bail Jumping	0	4	10	-6
Burglary	0	2	3	-1
Cause <18 to Listen/View Sex Activity	0	0	0	SAME
Cigarette / Tobacco Violation	1	4	0	4
Citations Written for Parking Tickets	0	0	0	SAME
City License Violations	0	0	0	SAME
Contribute to Truancy	0	10	0	10
Controlled Substance - Possession	11	45	20	25
Controlled Substance - Sale / Manufacture	3	5	2	3
Court Order Violation	0	4	0	4
Criminal Damage	2	6	0	6
Criminal Trespassing	0	0	5	-5
Curfew	0	0	4	-4
Disorderly Conduct	20	75	72	3
Duty to Aid Victim/Report Crimes	0	0	0	SAME
Embezzlement	0	0	0	SAME
Emergency Detention / Protective Custody	5	13	12	1
Fail to Obey Officer	2	3	2	1
False Imprisonment	0	0	0	SAME
Fireworks - Sell / Discharge without Permit	0	0	0	SAME
Forgery and Counterfeiting	0	3	1	2
Fraud	1	7	0	7
Illegal Blood Alcohol Content (IBAC)	5	14	33	-19
Intentionally Neglect Child	0	0	6	-6
Lewd and Lascivious Behavior	0	0	0	SAME
Liquor Laws	53	102	66	36

Continued on next Page

**Consolidated Monthly Report - March 2015**

<b>Charges</b>	<b>This Month</b>	<b>This Year to Date</b>	<b>Last Year to Date</b>	<b>Increase/Decrease</b>
Littering	0	0	0	SAME
Manufacture / Delivery of Drug Paraphernalia	0	2	0	2
Mental Harm of Child	0	0	0	SAME
Motor Vehicle Theft	0	1	0	1
Murder and Non-Negligent Manslaughter / Attempt	0	0	0	SAME
Negligent Handling of Burning Materials	0	1	0	1
Noise	2	10	10	SAME
Obstruct / Resist Officer	5	15	9	6
Offenses Against Family and Children	0	0	0	SAME
Open Burning Permit Violation	0	0	0	SAME
Operate Auto While Intoxicated	9	24	39	-15
Park Regulations	0	0	0	SAME
Pornography / Obscenity	0	0	0	SAME
Possess Drug Paraphernalia	3	28	14	14
Prostitution (Enticement)	0	0	0	SAME
Reckless Endangering Safety	0	1	0	1
Registered Sex Offender Offenses	1	1	0	1
Robbery	0	2	0	2
Runaway	0	2	3	-1
Sex Offenses (Other)	0	1	0	1
Sexual Assault - 1st Degree	0	0	0	SAME
Sexual Assault - 2nd Degree	0	0	1	-1
Sexual Assault - 3rd Degree	0	1	0	1
Sexual Assault - 4th Degree	0	0	0	SAME
Stolen Property	1	1	1	SAME
Theft (Except Motor Vehicle)	5	25	28	-3
Traffic Offenses	135	304	271	33
Traffic Ordinance Violations	0	0	0	SAME
Truancy	4	11	5	6
Warrant Served - Local	21	36	24	12
Warrant / Pickups for Other Agencies	10	26	19	7
Weapons (Conceal / Possess / Negligent Use)	0	0	0	SAME
Zoning Violations	0	3	2	1
<b>Total</b>	<b>304</b>	<b>805</b>	<b>671</b>	<b>134</b>

**Consolidated Monthly Report - March 2015**

**Miscellaneous Activities and/or Complaints**

<b>Type of Activity/Complaint</b>	<b>This Month</b>	<b>This Year to Date</b>	<b>Last Year to Date</b>
Calls for Service	653	1,752	1,976
Activity Logs *	23	58	71
Traffic Stops *	209	531	687
Family Disturbances	5	16	11
Noise Complaints	44	96	90
Animal Complaints	23	45	46
False Alarms	15	26	26

\* Officer initiated activities

**Motor Vehicle Accidents**

<b>Type of Activity/Complaint</b>	<b>This Month</b>	<b>This Year to Date</b>	<b>Last Year to Date</b>
Fatal	0	0	0
Personal Injury	2	5	12
Pedestrian/Bicycle	0	1	1
Hit and Run	13	25	18
Property Damage over \$1000	6	34	37
Property Damage under \$1000	4	14	28
<b>Total</b>	<b>25</b>	<b>79</b>	<b>96</b>

**Parking Tickets Issued**

<b>Type of Activity/Complaint</b>	<b>This Month</b>	<b>This Year to Date</b>	<b>Last Year to Date</b>
Issued by Patrol Officers	272	806	739
Issued by Community Service Officers	91	409	364
<b>Total</b>	<b>363</b>	<b>1,215</b>	<b>1,103</b>

**Consolidated Monthly Report - March 2015**

<b>Monies Received</b>			
<b>Type</b>	<b>This Month</b>	<b>This Year to Date</b>	<b>Last Year to Date</b>
Bicycle Licenses	\$3.00	\$3.00	\$6.00
Citations/Warrant Payments	\$4,979.90	\$17,949.80	\$9,750.60
License Plate Renewal Service Fee *	\$81.00	\$189.00	\$135.00
Miscellaneous	\$4.19	\$32.58	\$60.46
Parking Honor Box	\$737.00	\$2,133.20	\$1,308.04
Parking Permits	\$180.00	\$1,435.00	\$7,140.00
Parking Violations	\$8,540.33	\$26,740.33	\$27,115.00
<b>Total</b>	<b>\$14,525.42</b>	<b>\$48,482.91</b>	<b>\$45,515.10</b>

\* These funds are used for crime prevention initiatives, all other monies collected are deposited in the City of Whitewater General Fund.

<b>Overtime Hours</b>			
<b>Type</b>	<b>This Month</b>	<b>This Year to Date</b>	<b>Last Year to Date</b>
Adminstrative Duties	0.750	0.750	1.750
Bike Patrol	0.000	0.000	0.000
County Court	69.000	145.250	46.000
Municipal Court	7.750	11.250	18.000
Data Entry	0.000	0.000	2.500
Foot Patrol	0.000	0.000	0.000
Investigation	33.500	167.500	141.750
Meeting	21.500	45.750	44.750
Officer In Charge	0.000	0.500	9.750
Other *	9.500	51.250	22.750
Parking	0.000	0.000	0.000
Prisoners (Transport/Custody)	10.500	44.250	41.750
Radio Dispatch	9.250	32.000	21.750
Reports	14.750	40.250	29.250
Roll Call	33.750	86.500	82.500
Special Event	2.000	84.750	0.000
Squad Patrol	38.250	172.750	173.750
Traffic	0.500	1.000	12.750
Training	70.250	204.500	217.500
Holidays	0.000	114.500	106.250
<b>Total</b>	<b>321.250</b>	<b>1,202.750</b>	<b>972.750</b>

\* Other consisted of overtime for School Resource Officer presentation, time change on equipment, radio equipment repair, and clerical other assigned duties.

## **Consolidated Monthly Report - March 2015**

### **WPD Personnel Training**

- During March 2015, Sgt. Gempler, Lt. Gray, Ofc. Kolb, Ofc. Ludlum, Ofc. Martin, Ofc. Matteson, Ofc. Oliver, Sgt. Reif, Ofc. Schleis, Ofc. Vander Steeg, Ofc. Weston and Ofc. Winger completed MDC Recertification at the PD.
- From March 4<sup>th</sup> to March 6<sup>th</sup>, Det. Sgt. Meyer, Det. Becker, Det. Lindsey and SRO Hintz attended Wisconsin Narcotics Officer Association Conference in Wisconsin Dells.
- On March 6<sup>th</sup>, Ofc. Oliver and Ofc. Martin completed Narcan Training in Whitewater.
- On March 7<sup>th</sup>, Ofc. Martin completed Legal Update at the PD.
- On March 11<sup>th</sup>, Ofc. Ludlum and Ofc. Valadez attended Virtual Dementia Tour in Janesville.
- On March 18<sup>th</sup>, Det. Sgt. Meyer completed Internet Crimes Against Children Standards online training at the PD.
- On March 19<sup>th</sup>, Det. Becker attended Quickclot Combat Gauze training in Whitewater.
- On March 19<sup>th</sup>, Det. Sgt. Meyer, Ofc. Ludlum and Det. Lindsey attended Defense and Arrest Tactics at the Lakefront Center.
- On March 19<sup>th</sup>, Ofc. Ludlum completed Taser Recertification at the PD.
- From March 24<sup>th</sup> to March 25<sup>th</sup>, Dispatcher Brown completed TIME-basic Certification in Sheboygan.
- On March 24<sup>th</sup>, SRO Hintz and Lt. Gray attended Quickclot Combat Gauze Training in Whitewater.

### **Proactive Community Policing and Crime Prevention Presentations and Appearances**

- From March 1st through March 31<sup>st</sup>, volunteer Cadets participated in ride alongs with patrol officers and observation of the communications center with dispatchers.
- On March 4<sup>th</sup>, department instructors attended the Citizen Academy graduation at the Cravath Lakefront Building.
- On March 9<sup>th</sup>, several department employees dined at Culvers to benefit Lakeview Elementary.
- On March 12<sup>th</sup>, Chief Otterbacher attended the Greater Whitewater Committee meeting.
- On March 16<sup>th</sup>, SRO Hintz presented Drugs/Alcohol Abuse for Middle School Students to Middle School Parents at the Whitewater Middle School.

## 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>ANICH LUMBER &amp; HARDWAR CO, AJ</b>						
1601	ANICH LUMBER & HARDWAR C	24461	FIELD OF DREAMS/SCOREBOA	05/06/2015	1,376.20	450-57500-863
Total ANICH LUMBER & HARDWAR CO, AJ:					1,376.20	
<b>AT&amp;T LONG DISTANCE</b>						
4746	AT&T LONG DISTANCE	4746-050615	SAFETY BLDG/LONG DIST	05/06/2015	16.61	100-51450-225
4746	AT&T LONG DISTANCE	4746-050615	SENIORS/LONG DISTANCE	05/06/2015	25.56	100-55310-340
4746	AT&T LONG DISTANCE	4746-050615	LIBRARY/LONG DISTANCE	05/06/2015	38.71	220-55110-225
4746	AT&T LONG DISTANCE	4746-050615	STREET/LONG DISTANCE	05/06/2015	39.93	100-53230-241
4746	AT&T LONG DISTANCE	4746-050615	WATER/LONG DISTANCE	05/06/2015	10.28	610-61921-310
4746	AT&T LONG DISTANCE	4746-050615	WASTEWATER/LONG DISTANC	05/06/2015	57.65	620-62820-225
Total AT&T LONG DISTANCE:					188.74	
<b>DALEE WATER CONDITIONING</b>						
208	DALEE WATER CONDITIONING	208-050615	FIRE/WATER	05/06/2015	23.00	100-52200-340
Total DALEE WATER CONDITIONING:					23.00	
<b>DIVERSIFIED BENEFIT SVC INC</b>						
4192	DIVERSIFIED BENEFIT SVC INC	200607	FINANCE/APRIL FLEX SVC	05/06/2015	327.24	100-51500-217
Total DIVERSIFIED BENEFIT SVC INC:					327.24	
<b>FASTENAL COMPANY</b>						
1255	FASTENAL COMPANY	WIWHT21339	WASTEWATER/BENCH GRINDE	05/06/2015	134.45	620-62850-357
1255	FASTENAL COMPANY	WIWHT21339	WASTEWATER/CREDIT	05/06/2015	129.25	620-62850-357
1255	FASTENAL COMPANY	WIWHT21437	WASTEWATER/EYE SHIELD	05/06/2015	4.85	620-62850-357
1255	FASTENAL COMPANY	WIWHT21618	STREET/REPAIR SUPPLIES	05/06/2015	1.40	100-53230-340
1255	FASTENAL COMPANY	WIWHT21724	STREET/REPAIR SUPPLIES	05/06/2015	11.58	100-53230-340
1255	FASTENAL COMPANY	WIWHT21754	STREET/REPAIR SUPPLIES	05/06/2015	.65	100-53230-340
1255	FASTENAL COMPANY	WIWHT21771	STREET/CREDIT	05/06/2015	5.58	100-53230-340
1255	FASTENAL COMPANY	WIWHT21860	STREET/REPAIR SUPPLIES	05/06/2015	6.88	100-53230-340
1255	FASTENAL COMPANY	WIWHT21873	STREET/REPAIR SUPPLIES	05/06/2015	2.00	100-53230-340
1255	FASTENAL COMPANY	WIWHT21883	STREET/REPAIR SUPPLIES	05/06/2015	12.86	100-53230-340
1255	FASTENAL COMPANY	WIWHT22040	STREET/REPAIR SUPPLIES	05/06/2015	14.66	100-53230-340
1255	FASTENAL COMPANY	WIWHT22070	STREET/PLUGS	05/06/2015	11.11	100-53230-340
1255	FASTENAL COMPANY	WIWHT22079	FIELD OF DREAMS/SCOREBOA	05/06/2015	247.81	450-57500-863
1255	FASTENAL COMPANY	WIWHT22087	STREET/REPAIR SUPPLIES	05/06/2015	6.07	100-53230-340
1255	FASTENAL COMPANY	WIWHT22099	FIELD OF DREAMS/SCOREBOA	05/06/2015	14.78	450-57500-863
Total FASTENAL COMPANY:					334.27	
<b>FIRE-RESCUE SUPPLY LLC</b>						
3886	FIRE-RESCUE SUPPLY LLC	5907	FIRE/HELMET	05/06/2015	53.50	100-52200-340
Total FIRE-RESCUE SUPPLY LLC:					53.50	
<b>GABBEY, ROBERT</b>						
1945	GABBEY, ROBERT	MAY 2015	FIRE/CELL PHONE REIMBURSE	05/06/2015	20.00	100-52200-225

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
Total GABBEY, ROBERT:					20.00	
<b>JOHNSON BLOCK &amp; CO INC</b>						
4258	JOHNSON BLOCK & CO INC	421442	FINANCE/AUDIT THRU 3-31-15	05/06/2015	3,400.00	100-51500-214
4258	JOHNSON BLOCK & CO INC	421442	WATER/AUDIT THRU 3-31-15	05/06/2015	1,500.00	610-61923-210
4258	JOHNSON BLOCK & CO INC	421442	WASTEWATER/AUDIT THRU 3-3	05/06/2015	1,500.00	620-62810-219
4258	JOHNSON BLOCK & CO INC	421442	CDA/AUDIT THRU 3-31-15	05/06/2015	675.00	900-56500-219
Total JOHNSON BLOCK & CO INC:					7,075.00	
<b>MIDSTATE EQUIPMENT-JANESVILLE</b>						
1470	MIDSTATE EQUIPMENT-JANES	Y07895	STREET/BROOM	05/06/2015	4,850.00	100-53320-353
Total MIDSTATE EQUIPMENT-JANESVILLE:					4,850.00	
<b>ROCK RIVER COALITION</b>						
3869	ROCK RIVER COALITION	2015 MEMBER	WASTEWATER/MEMBERSHIP R	05/06/2015	125.00	620-62820-219
Total ROCK RIVER COALITION:					125.00	
<b>ROCK RIVER LABORATORY INC</b>						
257	ROCK RIVER LABORATORY IN	S32359	WASTEWATER/LAB ANALYSIS	05/06/2015	16.00	620-62890-295
Total ROCK RIVER LABORATORY INC:					16.00	
<b>STRAND ASSOCIATES INC</b>						
358	STRAND ASSOCIATES INC	111007	E GATEWAY/MAR SVC	05/06/2015	2,056.68	450-57500-873
358	STRAND ASSOCIATES INC	111008	GEORGE ST/MAR SVC	05/06/2015	10,531.64	450-57500-898
358	STRAND ASSOCIATES INC	111009	STORMWATER/PLEASANT ST	05/06/2015	549.08	630-63440-820
358	STRAND ASSOCIATES INC	111010	STORMWATER/FRANKLIN ST	05/06/2015	585.27	630-63440-845
358	STRAND ASSOCIATES INC	111011	STORMWATER/BLOOMINGFIEL	05/06/2015	1,374.69	630-63440-850
358	STRAND ASSOCIATES INC	111011	STORMWATER/E CLAY DETEN	05/06/2015	1,080.11	630-63440-855
358	STRAND ASSOCIATES INC	111322	PLANNING/MARCH PMT MTGS	05/06/2015	372.44	100-56300-219
358	STRAND ASSOCIATES INC	111322	PLANNING/1014 W MAIN	05/06/2015	645.70	100-56300-219
358	STRAND ASSOCIATES INC	111322	PLANNING/BUSINESS PARK SO	05/06/2015	186.21	100-56300-219
358	STRAND ASSOCIATES INC	111322	PLANNING/BOONE CT APT REV	05/06/2015	80.44	100-56300-219
358	STRAND ASSOCIATES INC	111322	PLANNING/HWY 59 & MILWAUK	05/06/2015	272.02	100-56300-219
Total STRAND ASSOCIATES INC:					17,734.28	
<b>THE CORRAL TRAILER SALES INC</b>						
6945	THE CORRAL TRAILER SALES I	4805	STORMWATER/TRAILER	05/06/2015	1,800.00	630-63310-353
Total THE CORRAL TRAILER SALES INC:					1,800.00	
<b>WALMART COMMUNITY</b>						
1507	WALMART COMMUNITY	1507-050615	POLICE ADMN/USB DRIVES	05/06/2015	47.82	100-52100-340
1507	WALMART COMMUNITY	1507-050615	LIBRARY/OFFICE SUPPLIES	05/06/2015	229.55	220-55110-310
1507	WALMART COMMUNITY	1507-050615	LIBRARY/ADULT PROGRAM SU	05/06/2015	33.11	220-55110-341
1507	WALMART COMMUNITY	1507-050615	WASTEWATER/OFFICE SUPPLI	05/06/2015	4.25	620-62820-310
1507	WALMART COMMUNITY	1507-050615	WASTEWATER/OPERATING SU	05/06/2015	48.67	620-62840-340
Total WALMART COMMUNITY:					363.40	
<b>WI DEPT OF AG TRADE &amp; CONSUMER</b>						
1104	WI DEPT OF AG TRADE & CON	7-1-14 THRU 6	NEIGHBORHOOD SVC/WEIGHT	05/06/2015	3,600.00	100-52400-218

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
Total WI DEPT OF AG TRADE & CONSUMER:					3,600.00	
<b>WJN ENTERPRISES INC</b>						
3003	WJN ENTERPRISES INC	296823A	STREET/HYDRAULIC FLUID	05/06/2015	61.85	100-53320-353
Total WJN ENTERPRISES INC:					61.85	
Grand Totals:					37,948.48	

Dated: \_\_\_\_\_04/29/2015\_\_\_\_\_

Finance Director: \_\_\_\_\_DOUG SAUBERT\_\_\_\_\_

Report Criteria:

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

**Resolution No. \_\_\_\_\_**

**Withdrawing from the Mid-Wisconsin Federated Library System and Partnering with the Waukesha County Federated Library System**

Executive Summary

Jefferson County is currently a member of the Mid-Wisconsin Federated Library System, which consists of the counties of Jefferson, Dodge and Washington. In an effort to provide the citizens of Jefferson County with the best available library resources, the Jefferson County Library System Review Committee conducted a review of its current library system and also looked at what services and resources other library systems could provide. The review committee held question and answer sessions with Mid-Wisconsin Federated Library System and four adjacent library systems (South Central Library System, Arrowhead Library System, Lakeshores Library System, and Waukesha County Federated Library System). After completing this review, the Jefferson County Library System Review Committee made a recommendation that the Waukesha County Federated Library System would be the best option for Jefferson County. In order for Jefferson County to join the Waukesha County Federated Library System, it must withdraw its membership from the Mid-Wisconsin Federated Library System. This is accomplished with the approval of the governing bodies of participating municipalities that contain at least 80 percent of the population of county municipalities participating in the county library system. (s. 43.18(1)(ar) Wis. Stats.) This requires each participating municipality to pass a resolution indicating whether or not it approves of Jefferson County withdrawing from the Mid-Wisconsin Federated Library System and joining the Waukesha County Federated Library System. On March 17<sup>th</sup>, 2015, the Waukesha County Federated Library System unanimously approved making an offer to Jefferson County to develop a new federated library system between the two counties. This offer has been endorsed by the Jefferson County Library System Review Committee and the Jefferson County Library Board. The Jefferson County Board of Supervisors will hold a public hearing at its meeting on May 12<sup>th</sup> and take action at that time.

\_\_\_\_\_

WHEREAS, the city of \_\_\_\_\_, through its membership in the Jefferson County Library Service, is currently a member of the Mid-Wisconsin Federated Library System, which consists of the counties of Jefferson, Dodge and Washington, and

WHEREAS, the Jefferson County municipalities that participate in the Mid-Wisconsin Federated Library System through the Jefferson County Library Service are Fort Atkinson, Jefferson, Johnson Creek, Lake Mills, Palmyra, Waterloo, Watertown and Whitewater, and

WHEREAS, the Jefferson County Library System Review Committee consisting of Jefferson County Library Board members and municipal librarians conducted a review of its current library system affiliation and also looked at what services other library systems could provide and the costs associated for such services, and

WHEREAS, the Jefferson County Library System Review Committee determined that joining the Waukesha County Federated Library System will provide the municipalities that are participating in the Jefferson County Library Service with the most cost effective and best available library resources, and

WHEREAS the Jefferson County Library System Review Committee has recommended that the Jefferson County Library Service withdraw its membership in the Mid-Wisconsin Federated Library System and join the Waukesha County Federated Library System, and

WHEREAS, in order to accomplish this, approval is required from the governing bodies of participating municipalities that contain at least 80 percent of the population of participating municipalities in the county (s. 43.18(1)(ar) Wis. Stats.), and

WHEREAS, the Jefferson County Board of Supervisors will hold a public hearing at its May 12<sup>th</sup>, 2015, meeting and make a decision on whether or not to transition to the Waukesha County Federated Library System.

NOW, THEREFORE, BE IT RESOLVED, that the City of \_\_\_\_\_ hereby approves of the Jefferson County Library Service withdrawing its membership from the Mid-Wisconsin Federated Library System and joining the Waukesha County Federated Library System.

BE IT FURTHER RESOLVED, that the city clerk is directed to send a copy of this resolution to the Jefferson County Administrator and to the Jefferson County Library Board.



**JEFFERSON COUNTY**  
**OFFICE OF THE COUNTY**  
**ADMINISTRATOR**

311 S. Center Avenue, Room 111  
Jefferson, WI 53549  
Telephone (920) 674-7101  
Website: jeffersoncountywi.gov

**BEN WEHMEIER**  
County Administrator

**TAMMIE J. JAEGER**  
Administrative Secretary

**"Jefferson County: Responsible government advancing quality of life."**

April 2, 2015

City of Whitewater  
Members of the City Council  
312 W. Whitewater Street  
Whitewater WI 53190

Dear Members of the City Council:

This letter is to inform you that Jefferson County, through the recommendation of the Jefferson County Library Board, is in the process of initiating withdrawal from the Mid-Wisconsin Federated Library System. Enclosed you will find notice of a Public Hearing to be held on May 12th at 7:00 p.m. This notice is to fulfill the statutory requirements of §43.18(3)(a). In addition to the hearing it is the intent to place the enclosed resolution on the agenda for potential action by the County Board.

Sincerely,

Benjamin Wehmeier  
County Administrator

Enc.

**NOTICE OF PUBLIC HEARING**  
**BEFORE THE**  
**JEFFERSON COUNTY BOARD OF SUPERVISORS**

The public is invited to give the Board comments regarding the Jefferson County Library Board withdrawing from the Mid-Wisconsin Federated Library System and partnering with the Waukesha County Federated Library System.

**HEARING TIME AND PLACE**

Tuesday, May 12, 2015  
7:00 p.m.

Jefferson County Courthouse  
311 S. Center Avenue, Room 205  
Jefferson WI 53549

Individuals who are unable to attend but wish to communicate with the Board may do so in writing by May 6, 2015 sent to:

Ben Wehmeier, County Administrator  
Jefferson County Courthouse  
311 S. Center Avenue, Room 111  
Jefferson WI 53549  
[benjaminw@jeffersoncountywi.gov](mailto:benjaminw@jeffersoncountywi.gov)

**SPECIAL NEEDS REQUEST**

Individuals requiring special accommodations for attendance at the meeting should contact the County Administrator 24 hours prior to the meeting at 920-674-7101 so appropriate arrangements can be made.

RESOLUTION NO. \_\_\_\_\_

WHEREAS, the city of \_\_\_\_\_ is currently a member of the Mid-Wisconsin Federated Library System through its membership in the Jefferson County library system which consists of the counties of Jefferson, Dodge and Washington, and

WHEREAS, the Jefferson County municipalities that participate in the Mid-Wisconsin Federated Library System through the Jefferson County Library System are Fort Atkinson, Jefferson, Johnson Creek, Lake Mills, Palmyra, Waterloo, Watertown and Whitewater, and

WHEREAS, the Jefferson County Library System Review Committee consisting of Jefferson County Library Board members and municipal librarians conducted a review of its current library system affiliation and also looked at what services other library systems could provide and the costs associated for such services, and

WHEREAS, the Jefferson County Library System Review Committee determined that joining the Waukesha County Federated Library System will provide the municipalities that are participating in the Jefferson County library system with the most cost effective and best available library resources, and

WHEREAS the Jefferson County Library System Review Committee has recommended that the Jefferson County Library System withdraw its membership in the Mid-Wisconsin Federated Library System and join the Waukesha County Federated Library System, and

WHEREAS, in order to accomplish this, approval is required from the governing bodies of participating municipalities that contain at least 80 percent of the population of participating municipalities in the county (s. 43.18(1)(ar) Wis. Stats.), and

WHEREAS, if the required approval is obtained from the governing bodies of participating municipalities, the Jefferson County Board of Supervisors will hold a public hearing at its May 12<sup>th</sup>, 2015 meeting and make a final decision on whether or not to transition to the Waukesha County Federated Library System.

NOW, THEREFORE, BE IT RESOLVED, that the City of \_\_\_\_\_ hereby approves of the Jefferson County Library System withdrawing its membership from the Mid-Wisconsin Federated Library System and joining the Waukesha County Federated Library System.

BE IT FURTHER RESOLVED, that the \_\_\_\_\_ library is directed to send notification to



*City of Whitewater Council Agenda Item Information Sheet*

MEETING DATE: **4/21/2015**

ITEM: **1014 W. Main Street Rezone Request**

PRESENTER: **City Planner**

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

SUMMARY OF ITEM BEING PRESENTED: **Proposed changed in the District Zoning Map to impose the R-3A Residential Overlay District Zoning classification under Chapter 19.22 of the Zoning Ordinance allow the second phase of a 9 unit apartment building in an R-3A (University Residential Density Overlay) at 1014 W. Main Street for Ryan Hughes.**

BUDGET IMPACT, IF ANY: **N/A**

BOARD, COMMISSION, OR COMMITTEE RECOMMENDATION, IF ANY: **The Plan and Architectural Review Commission took action to recommend approval on April 13<sup>th</sup>, 2015.**

STAFF RECOMMENDATION: **Please see Planner Report**

RECOMMENDED MOTION: **N/A**

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

**Planners Report**

FOR MORE INFORMATION CONTACT:

**Chris Munz-Pritchard, [cmunz-pritchard@whitewater-wi.gov](mailto:cmunz-pritchard@whitewater-wi.gov), 262-473-0143.**

To: City of Whitewater Plan and Architectural Review Commission

From: Christine Munz-Pritchard, City Planner

Date: April 13<sup>th</sup> 2015

Re: **Item # 8 & 9** Proposed changed in the District Zoning Map to impose the R-3A Residential Overlay District Zoning classification under Chapter 19.22 of the Zoning Ordinance and a Conditional Use Permit to allow the second phase of a 9 unit apartment building in an R-3A (University Residential Density Overlay) at 1014 W. Main Street for Ryan Hughes.

<b>Summary of Request</b>		
<b>Requested Approvals:</b>	R-3A (University Residential Density Overlay) Zoning District	
<b>Location:</b>	1014 W. Main Street	
<b>Current Land Use:</b>	Site of a former funeral home	
<b>Proposed Land Use:</b>	Townhouse style residential apartment building	
<b>Current Zoning:</b>	R-3 Multi-family	
<b>Proposed Zoning:</b>	No change.	
<b>Comprehensive Plan's Future Land Use:</b>	Higher Density Residential / Community Business	
<b>Surrounding <i>Zoning</i> and Current Land Uses:</b>		
	<b>North:</b>	
	R-3 Multi-Family	
<b>West:</b>	Subject Property	<b>East:</b>
R-3 Multi-Family		<i>I</i> Institutional (Campus Parking Lot)
	<b>South:</b>	
	R-3 Multi-Family	

### **Description of the Proposal:**

This proposal involves a request to amend the Zoning Map to add the R-3A Residential Overlay zoning district to the existing R-3 (Multi-family) Zoning District. This is the site of the former funeral home at the northwest corner of Main and Prince.

This project is a two phase (Phase I and Phase II) approval process.

The first phase (Phase I) obtained a Conditional Use Permit (CUP) on October 13<sup>rd</sup> 2014 (minutes approved at the December 8<sup>th</sup> 2014 meeting). The Phase I CUP approval is to allow for a 5 unit townhouse style residential apartment building in an R-3 (multi-family) zoning district located at 1014 W. Main Street.

The Code requires a Conditional Use Permit in Phase I for the following reason:

- 19.21.030 B Multifamily dwellings and attached dwellings, over four units (new construction only).
- 19.21.030 E Any building over forty feet.

In addition Phase I also met the following standards:

- The Proposed Apartment units meet all yard requirements including the North Prince Street set back of twenty-five (25) feet (code 19.21.060 B).
- The Maximum building height in the district is forty-five (45) feet or four stories (19.21.080). The proposed Apartment at the peak of the roof is thirty-two (32) feet.
- The parking entrance is located on North Prince Street. Parking is a combination of garage parking and lot which are located in the rear of the Units.

The second phase (Phase II) is to allow for the R-3A residential Overlay to the zoning district to the existing R-3 (Multi-family) Zoning District. Within this district, a multifamily building with up to sixteen (16) units is a permitted use for new construction.

Under 19.22.040 the minimum lot area for the multifamily dwelling is 27,360 square feet (Three bedroom and over is 2,800 square feet plus 240 square feet for each bedroom over 3 per Unit). The current site is 32,306 square feet.

### **PLANNER'S RECOMMENDATIONS:**

I recommend that the Plan and Architectural Review Commission recommend to City Council to approve the R-3A Residential Overlay Zoning District over the R-3 Zoning District, and approve the proposed development subject to the following conditions of approval:

1. Zoning Map Amendments and other changes to the Zoning Ordinance are addressed by Chapter 19.69.
2. Subsection 19.69.010 enables the Plan Commission to review and recommend, and the City Council to consider, amendments to zoning district boundaries whenever the public necessity, general welfare or good zoning practice are accomplished.
3. I note that the subject property is within an area identified as potentially appropriate for the R-3A Overlay Zoning District.

Recommendations for development:

1. The current building must be removed. The removal includes the foundation and utility laterals. The area that the current building is located at must be graded and filled to match surrounding grade. The building removal and grade work must be completed prior to pouring the foundation for the apartment units.
2. Locate all utilities in a central location if possible.
3. Add landscaping to the detention pond area in addition to a fence to separate the sidewalk and the detention pond area.
4. Any other conditions identified by City Staff or the Plan Commission and pending approval by the Engineers.

<b>Analysis of Proposed Conditional Use Permit for: 1014 W. Main Street</b>		
<i>Conditional Use Permit Review Standards per Section 19.66.050:</i>		
STANDARD	EVALUATION	COMMENTS
1. The establishment, maintenance, or operation of the conditional use will not create a nuisance for neighboring uses or substantially reduce the values of property.	Yes	This project is in the zoning overly permission area map.
2. Adequate utilities, access roads, parking, drainage, landscaping, and other necessary site improvements are being provided.	Yes	Some recommendations have been requested by the city staff.
3. The conditional use conforms to all applicable regulations of the district in which it is located, unless otherwise specifically exempted in this ordinance or through variance.	Yes	No exemptions or variances are being requested.
4. The conditional use conforms to the purpose and intent of the city master (comprehensive) plan.	Yes	The area calls for a High Density development. This matches the future land use map and the zoning overlay permission areas.
5. The conditional use and structures are consistent with sound planning and zoning principles.	Yes	The project is consistent with the use and density requirements of the R-3A District and the Comprehensive Plan.





*City of Whitewater Council Agenda Item Information Sheet*

MEETING DATE: **4/21/2015**

ITEM: **527, 531 -533 and 601 W Main Street**

PRESENTER: **City Planner**

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

SUMMARY OF ITEM BEING PRESENTED: **Proposed changed in the District Zoning Map R-3A Residential Overlay District Zoning classification under Chapter 19.22 of the Zoning Ordinance at 527, 531 -533 and 601 W Main Street (tax parcel # WUP 00242, WUP 00241 and /WUP 00240) for HIS Rentals LLC (Robert Freiermuth Jr.).**

BUDGET IMPACT, IF ANY: **N/A**

BOARD, COMMISSION, OR COMMITTEE RECOMMENDATION, IF ANY: **The Plan and Architectural Review Commission took action to recommend approval on April 13th, 2015.**

STAFF RECOMMENDATION: **Please see Planner Report**

RECOMMENDED MOTION: **N/A**

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

**Planners Report**

FOR MORE INFORMATION CONTACT:

**Chris Munz-Pritchard, [cmunz-pritchard@whitewater-wi.gov](mailto:cmunz-pritchard@whitewater-wi.gov), 262-473-0143.**

To: City of Whitewater Plan and Architectural Review Commission

From: Christine Munz-Pritchard, City Planner

Date: April 13<sup>th</sup> 2015

Re: **Item # 10** Proposed changed in the District Zoning Map R-3A Residential Overlay District Zoning classification under Chapter 19.22 of the Zoning Ordinance at 527, 531 -533 and 601 W Main Street (tax parcel # WUP 00242, WUP 00241 and /WUP 00240) for HIS Rentals LLC (Robert Freiermuth Jr.).

<b>Summary of Request</b>		
<b>Requested Approvals:</b>	Zoning Map Amendment to Add the R-3A Overlay District	
<b>Location:</b>	Main Street and S. Boone Court	
<b>Current Land Use:</b>	Residential	
<b>Proposed Land Use:</b>	Higher density	
<b>Current Zoning:</b>	R-3 Multifamily Residence District	
<b>Proposed Zoning:</b>	R-3A University Residential Density Overlay	
<b>Comprehensive Plan's Future Land Use:</b>	Higher Density Residential	
<b>Surrounding Zoning and Current Land Uses:</b>		
<b>Northwest:</b>	<b>North:</b>	<b>Northeast:</b>
R-3 Multi Family Residence District	R-3 Multi Family Residence District	R-3 Multi Family Residence District
<b>West:</b>	Subject Property	<b>East:</b>
R-3 Multi Family Residence District		PD Planned Development
<b>Southwest:</b>	<b>South:</b>	<b>Southeast:</b>
R-3 Multi Family Residence District	R-3 Multi Family Residence District	R-3 Multi Family Residence District

**Description of the Proposal:**

Currently there are Three (3) existing buildings, with each of the buildings located on its own lot. The address of the existing buildings are 527, 531 -533 and 601 W Main Street (tax parcel #'s WUP 00242, WUP 00241 and /WUP 00240). The properties sit on the South side of Main Street. Two (2) of the buildings currently have access through the rear of the property on to South Boone Ct.

This proposal involves a request to amend the Zoning Map to add the R-3A University Residential Density Overlay District. The R-3A University Residential Density Overlay District is established by Chapter 19.22 of the Zoning Ordinance. Adopting the R-3A University Residential Density Overlay District enables the consideration of a Conditional Use Permit, which if approved, will allow a high-density residential area.

The properties are within the area identified as potentially appropriate for the R-3A Overlay Zoning District. Zoning Map Amendments and other changes to the Zoning Ordinance are addressed by Chapter 19.69. Subsection 19.69.010 enables the Plan Commission to review and recommend, and the City Council to consider, amendments to zoning district boundaries whenever the public necessity, general welfare or good zoning practice are accomplished.

**PLANNER'S RECOMMENDATIONS:**

I recommend that the Plan and Architectural Review Commission recommend approval of the proposed Zoning Map Amendment to add the R-3A overlay zoning district to the subject properties, subject to the finding presented below.

**SUGGESTED FINDING TO BE MADE BY THE PLAN COMMISSION**

1. A predevelopment agreement shall be established between the property owner and the City when the plans for developing the properties are determined. This may include but is not limited to a review by the Plan and Architectural Review Commission.
2. Any other conditions identified by City Staff or the Plan Commission.

<b>Analysis of Proposed Conditional Use Permit for: Main Street and S. Boone Court</b>		
<i>Conditional Use Permit Review Standards per Section 19.66.050:</i>		
STANDARD	EVALUATION	COMMENTS
1. The establishment, maintenance, or operation of the conditional use will not create a nuisance for neighboring uses or substantially reduce the values of property.	Yes	At this time the only change is a rezone. No building modifications are being made.
2. Adequate utilities, access roads, parking, drainage, landscaping, and other necessary site improvements are being provided.	Yes	At this time the only change is a rezone. No building modifications are being made.
3. The conditional use conforms to all applicable regulations of the district in which it is located, unless otherwise specifically exempted in this ordinance or through variance.	Yes	At this time the only change is a rezone. No building modifications are being made.
4. The conditional use conforms to the purpose and intent of the city master (comprehensive) plan.	Yes	The area calls for a High Density development. This matches the future land use map and the zoning overlay permission areas.
5. The conditional use and structures are consistent with sound planning and zoning principles.	Yes	The project is consistent with the use and density requirements of the R-3A District and the Comprehensive Plan.



A= 603 W Main St  
B= 531- 533  
W Main St  
C= 527 W Main St



**ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION**

Submit to municipal clerk.

For the license period beginning 5-8 20 15 ;  
ending \_\_\_\_\_ 20 \_\_\_\_\_

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

County of Walworth 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): Taco Fresco Garret Witterholt LLC

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		<u>Garret Witterholt</u>	<u>180A W Main, Whitewater, WI</u>	<u>53190</u>
Vice President/Member				
Secretary/Member				
Treasurer/Member				
Agent		<u>Amador Cortez</u>	<u>140 N. WaKely Whitewater WI</u>	
Directors (Managers)		<u>Amador Cortez</u>		

3. Trade Name Taco Fresco Business Phone Number (608) 728-0202  
4. Address of Premises 175 W Main St. Post Office & Zip Code Whitewater, WI 53190

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? (Agent is employe of business)  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 \_\_\_\_\_ 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) lower level of masonry building at 175 W. Main St.

10. Legal description (omit if street address is given above): Same  
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Jesus  Yes  No  
(b) If yes, under what name was license issued? Taco Fresco Amador Cortez, Agent

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 25th day of Feb, 20 15

\_\_\_\_\_  
(Clerk/Notary Public)

\_\_\_\_\_  
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

\_\_\_\_\_  
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)

\_\_\_\_\_  
(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

**TO BE COMPLETED BY CLERK**

Date received and filed with municipal clerk <u>2/25/15</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

## MEMORANDUM

TO: Michele Smith, City Clerk

FROM: Lisa K. Otterbacher, Chief of Police

DATE: March 2, 2015

REF: ALCOHOL BEVERAGE LICENSE APPLICATION  
Taco Fresco  
175 West Main Street  
Agent: Amador Cortez

---

Effective March 2, 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:

- 04/13/2013, Whitewater Police Department, Operating While Under the Influence
- 04/13/2013, Whitewater Police Department, Operating with a Prohibited Alcohol Concentration

This information disclosed would not hinder the issuance of the above requested license.

LKO/cas

**AUXILIARY QUESTIONNAIRE  
ALCOHOL BEVERAGE LICENSE APPLICATION**

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Cortez, Amador		nml			
Home Address (street/route)	Post Office	City	State	Zip Code	
140 N. Wakely St.	Whitewater	Whitewater	WI	53190	
Home Phone Number	Age	Date of Birth	Place of Birth		
(920) 723-9487	28	12-8-86	Mexico		

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.
- Agent of Ta o Fresco Garret W. Herholt LLC 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? 20 years +/-
- 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. \_\_\_\_\_  
(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)

6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
Garret iHerholt	175 W Main	3/2014	current
elf	''	5/201	1/2014

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 25<sup>th</sup> day of Feb, 20 15  
Michael Amick  
(Clerk/Notary Public)  
My commission expires 4-24-18

Signature of Named Individual



Printed on Recycled Paper

# AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Witterholt		Garrett		W.	
Home Address (street/route)	Post Office	City	State	Zip Code	
182A W Main St	WhiteWater	WhiteWater	WI	53190	
Home Phone Number	Age	Date of Birth	Place of Birth		
608-728-0202	22	12-30-92	Elkhorn, WI		

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.
  - Agent of LLC - Todd Hecox Daniel Witterholt LLC  
(Officer/Director/Member/Manager/Agent) of (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? Lifetime
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)  
cannot remember specifics - Background check to determine
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. (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
Gus' Pizza	WhiteWater, WI	2011	2014 3.25.2014
Milton Sr. Leavitt	Milton, WI	2010	2017

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 6th day of February, 2015  
Nancy Stanford  
(Clerk/Notary Public)

[Signature]  
(Signature of Named Individual)

My commission expires 09.21.17





*City of Whitewater Council Agenda Item Information Sheet*

MEETING DATE: **05/5/2015**

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

PRESENTER: **Assistant City Manager**

**SUMMARY OF ITEM BEING PRESENTED:**

**At the March 3, 2015, council meeting staff received feedback on how to update the special assessment policy. The general consensus from council follows:**

- **Do not like the general idea of special assessments**
  - **Improvements are city property for citizens in general not for individuals**
  - **It's better for the city budget, but not for individuals budgets**
  - **The city has been inconsistent with implementation in the past (e.g. stormwater projects)**
- **Eliminate most special assessments**
  - **Allows council to make decisions based on what makes a best situation for the whole community, and not what today's residents on a particular street want.**
  - **Residents are already paying taxes**
  - **Stop assessing when only reconstructing**
- **Continue to assess for**
  - **New developments**
  - **Improvements that are being installed for the first time (e.g. home septic system to city system, curb and gutter, etc.)**

**In addition, council asked staff to look at what financial impact the city would see if it reduced the scope of the assessment policy. Below you will find a summary of the city's current active special assessments, and a financial impact summary if the city would have not used special assessments over the last ten (10) years. Also attached for your review is a comparable survey of nearby communities.**

<b>Active Special Assessments</b>			
<b>Year</b>	<b>Location</b>	<b>Improvement</b>	<b>Assessment</b>
2007	Caine, Gault, Clark	Curb & Gutter	\$ 1,716.62
2007	Caine, Gault, Clark	Driveway	\$ 525.53
2007	Caine, Gault, Clark	Water	\$ 2,725.98
2007	Caine, Gault, Clark	Sewer	\$ 6,427.08
2007	Fremont St.	Lift Station	\$ 5,452.62
		<b>TOTAL</b>	<b>\$ 16,847.83</b>

**Total Special Assessments - Original Principal Amounts for Last 10 Years**

Year	Location	Improvement	Assessment
2005	Walworth Ave.	Street	\$ 6,242.60
2005	Walworth Ave.	Curb & Gutter	\$ 18,181.00
2007	Caine, Gault, Clark	Curb & Gutter	\$ 19,702.48
2007	Caine, Gault, Clark	Driveway	\$ 13,752.60
2007	Caine, Gault, Clark	Water	\$ 28,237.69
2007	Caine, Gault, Clark	Sewer	\$ 52,743.76
2007	Freemont St.	Lift Station	\$ 57,719.55
2007	?	Sidewalks	\$ 8,426.06
2007	Taft Street	Curb & Gutter	\$ 5,158.56
2008	Sidewalk	Sidewalks	\$ 15,400.87
2009	Dumpster Enclosure	Dumpster	\$ 13,000.00
		TOTAL	\$ 238,565.17

\*Totals do not include DEFERRED SPECIAL ASSESSMENTS

Staff recommends that we do not stop special assessing for the water, sewer, and lift Station improvements. Based on the last ten years, if the city only assessed for water, sewer, and lift station improvements, an additional \$86,864.17 would have been paid by the general levy as general items related to street improvements. If you assume financing this amount over 10 years at 3.25%, the annual principal and interest is \$10,244.04. If \$10,244.04 is added to debt service and spread over the total assessed value of the city the impact would be 1.5 cents per thousand dollars of valuation (100,000 valuation = \$1.50 per year for 10 years). This means a homeowner with a \$150,000 home would pay approximately \$2.25 per year for 10 years.

**George Street Example - Proposed special assessments:**

Curb & Gutter \$44,000  
 Driveway apron \$16,150  
 Total \$60,150

Assume \$60,150, 10 years at 3.25% = principal and interest of \$7,093.61. The impact would be 1 cent per \$1000 valuation (100,000 valuation = \$1.00 per year for 10 years). It should be noted that city has over \$285,000 of deferred special assessments for utility improvements recorded on our books. An example of a deferred assessment is the 2007 Fremont Street lift station project, which has approximately \$157,000 deferred until annexation.

Council expressed interest in the addition of a hardship clause. Here are examples of hardship clauses used by other communities:

- Extend the length of payment
  - Janesville and Green Bay – Option of 10 years with proven hardships
  - Eau Claire – Option of 20 years
  - Delevan – Housing and Urban Development County Median Income Table for the current year will be used to determine if an individual qualifies for hardship payment plan. Owner must submit current income tax return and an application for the alternate payment plan. The hardship payment plan requires the making of an assessment payment in the minimum amount of \$300 per year plus any interest at the rate of 3% per annum.

- **Petition to Council for full/partial forgiveness**
  - Eau Claire – Persons in risk of losing homestead may petition council to pay a portion or full amount of special assessment.
  - Janesville – Indigent person over 64 years of age or a person handicapped so as to limit earning ability.
    - Resolution must find that person is over 64 years of age, property involved is owned by and is the residence of such person, family income of such person is equal to or less than 50% of the County median income as established by the Department of Housing and Urban Development.
- **Defer Payment**
  - Eau Claire – Payment will be deferred until property is sold. Accrues interest at 6% per annum.
  - Green Bay – Indigent persons may receive deferment of special assessment charges. Persons are subject to periodical review by staff.
  - Milton – Must own and live in property, provide most recent federal tax return prior to levying of assessment, and annually thereafter. Qualified low income persons shall have their assessment deferred for a period of seven years from the date first payment is due. Qualified moderate income persons will have it deferred for five years.

**STAFF RECOMMENDATION:**

1. Clarify that the following amenities are only specially assessed when constructed for the first time, not when reconstructed or repaired:
  - a. Curb and gutter
  - b. Sewage Lift Stations/Forcemains
  - c. Steps
2. Only assess for driveway aprons if the existing is dirt or gravel and is improved to concrete.
3. Eliminate special assessments for sidewalk construction and repair (based on council discussion on March 3, 2015). If council decides to continue assessing for sidewalk, then staff recommends updating the language to apply to the first five feet of sidewalk width to reflect the city's new requirement for 5' wide sidewalks.
4. Add language that indicates new developments will be required to install and pay for any improvements required by the City.
5. Staff would like direction from council on the creation of an assessment hardship program

**RECOMMENDED MOTION: Discussion only**

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

**Current Special Assessment Resolution (March 6, 1996), Draft Special Assessment Resolution (redlined), Comparable Survey**

FOR MORE INFORMATION CONTACT:

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

SPECIAL ASSESSMENT RESOLUTION  
Amending the ~~S~~pecial Assessment Resolution  
Of April 15, 1986  
(further Amended March 6, 1996)

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. The cost to reconstruct or repair existing curb and gutter shall not be assessed.

Sanitary Sewer Extensions: Benefiting properties shall be assessed 100% of the city's cost, including manholes, 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. The cost to reconstruct or repair existing pavement shall not be assessed.

~~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 Construction: Benefiting properties shall be assessed 50% of the city's cost. The cost to reconstruct or repair existing sewage lift stations and force mains shall not be assessed.

Hard Surfaced Driveway Aprons: Benefiting properties shall be specially charged 100% of the city's cost in accordance with City Ordinance 12.16.060, if the existing driveway apron is not a hard surface (e.g. dirt, gravel) and is improved to concrete.-

**Comment [cm1]**: Council discussion on March 3 indicated that sidewalks benefit the entire community and should not be specially assessed.

Steps Construction: Benefiting properties shall be assessed 100% of the city's cost. The cost to reconstruct or repair existing steps shall not be assessed.

—New Developments: If required as a condition for approval of a new development, every developer shall build and pay 100% of the costs for any required improvements in accordance with specifications established by the City.

Hardships: Applicants for (deferment of assessment/extended assessment term/forgiveness of assessment) must own and reside in the property subject to the assessment and demonstrate to the City Council that they qualify for the special assessment hardship program.

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.

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

AYES:

NOES:

ABSENT:

AMENDED-ADOPTED: March \_\_\_\_\_, 1996 ÷ \_\_\_\_\_ — ADOPTED: April 15, 1986.

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

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

**Special Assessments for Utilities & Streets - Whitewater Area Communities (April 2015)**

Property Improvement	Percentage of Cost Paid by Property Owner								
	Whitewater	Fort Atkinson	Delavan	Milton	Janesville(2)	Jefferson(1)	Watertown	Lake Mills	Lake Geneva
Curb/Gutter New First-Time Construction	100%	100%	100%	100%	100%		100%	100%	100%
Curb/Gutter Repair/Replace	0%	0%	0%	50%	50%		50%	0%	0%
New Street Pavement (Only the additional width)	100%	0%	0%		0%		0%	100% (5)	0%
Sidewalk New First-Time Construction	40%	50%	50%	100%	100%		100%(6)	100%	0%
Sidewalk Repair/Replace	25%	10%	50%	0%	50%		100%	0%	50% (3)
Watermain Ext.	100%	100%	100%	100%	100%		100%	100%	100%
Storm Sewer Ext.	0%	0%	0%	100% (11)	0%		0%	0%	0%
Sanitary Sewer Ext.	100%	100%	100%	100%	100%		100%	100%	100%
Sewage Lift Station/Force Main	50%	0%	25%	(4)	0%		0% (7)	100%	0%
Driveway Apron (Gravel or Dirt to Hard Surface i.e. asphalt or concrete)	100%	100%	0%		0%		100%	100%	100%
Steps	100%	0%	0%	0%	0%		0%	0%	0%
Hardship exemption to policy	no	no	yes (10)	yes (8)	yes (9)		no	no	no
(1) Jefferson is not charging property owners for any improvements at this time									
(2) Janesville will be reviewing their special assessment policy later this year									
(3) Goal is 50% - Lake Geneva currently reimburses property owner \$1.75/square foot for sidewalk repair & replacement									
(4) Milton sewer lift stations/intercepting sewers are assessed "in accordance with the policy adopted by the common council"									
(5) Lake Mills assesses property owners for construction or reconstruction on streets with no prior assessment.									
(7) Watertown would charge 100% to a developer as part of the agreement									
(8) Deferred up to 7 years if owner at or below federal standards for low and moderate incomes in the City of Milton area.									
Apply for city payment by providing copy of fed tax return each year.									
(9) Spread payments over ten years with interest rather than five years. Apply for city payment under SS 74.77									
(10) If any property by reason of any provision of law be exempt from assessment terefor, such assessment will be paid by city									
(11) Only on streets open to traffic after 1/1/96 and outside a platted subdivision, no assessment made for first 140 lf on long side of corners									



*City of Whitewater Council Agenda Item Information Sheet*

MEETING DATE: **05/5/2015**

ITEM: **Pleasant Street Stormwater/Water project - Approval to Bid**

PRESENTER: **Assistant City Manager**

PREVIOUS ACTION, IF ANY:

**On October 21, 2014, City Council approved Task Order 14-05 with Strand Engineering for design, bidding, and construction-related services for the construction of storm water piping and added catch basins for the Pleasant street and Melrose Street area, as well as adding that this project be bid with the George Street reconstruction project.**

SUMMARY OF ITEM BEING PRESENTED:

**Strand's Task Order was approved on October 21, 2014, since then staff has directed Strand to include a watermain looping project on Pleasant Street, which will increase the cost of this project from \$60,000 to \$100,000. Details of the loop can be seen in the attached plan sheet. Watermain loops are encourage because they ensure redundancy of water access for a resident during a watermain break and increases the quality of water for nearby residents.**

BUDGET IMPACT, IF ANY:

**Pleasant street stormwater/water project cost estimate is \$100,000.**

STAFF RECOMMENDATION: **Staff recommends approval of the Pleasant Street stormwater/water project plans for bidding purposes.**

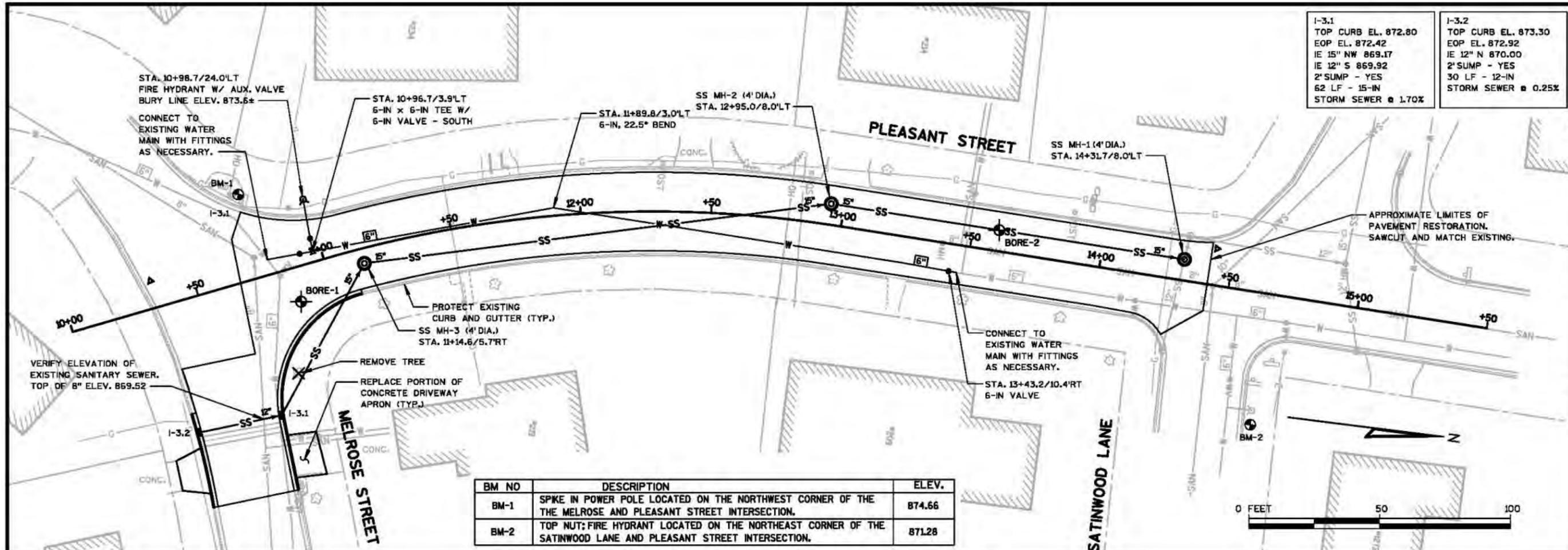
RECOMMENDED MOTION: **Move to approve the Pleasant Street stormwater and watermain looping plans being released for bidding.**

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

**Pleasant Street Plan Sheet, watermain map of project area**

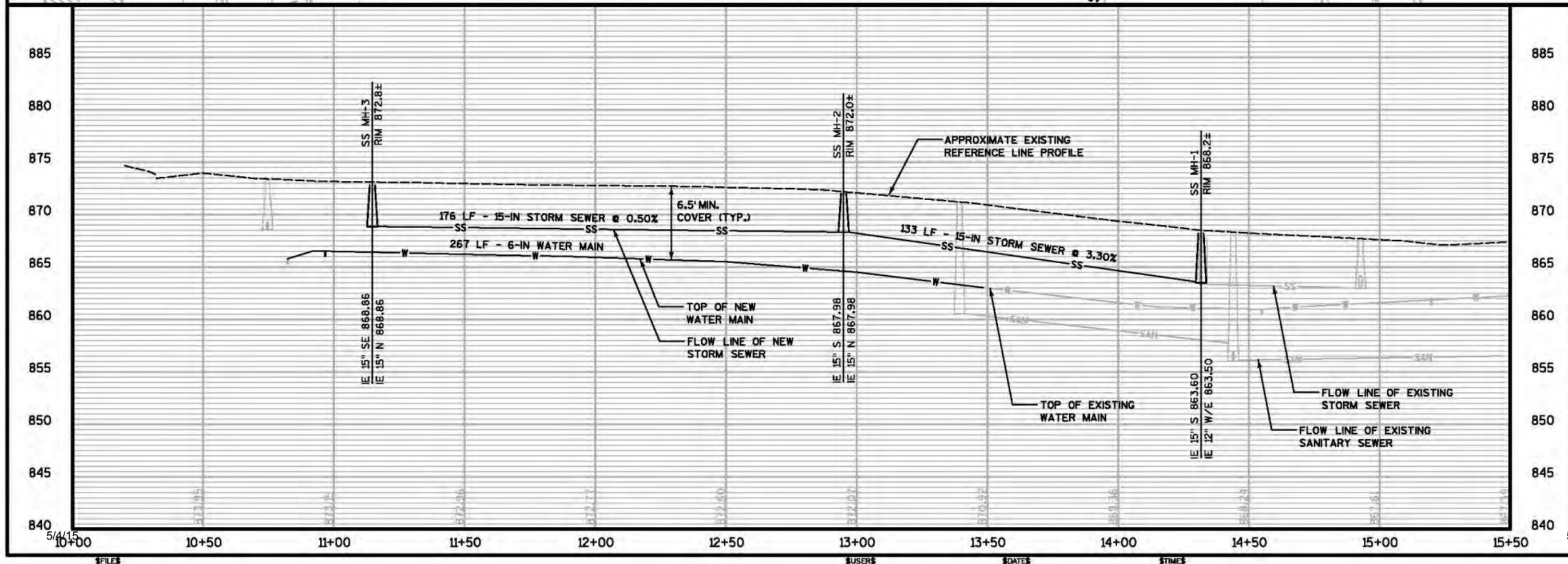
FOR MORE INFORMATION CONTACT:

**Christopher McDonell, [cmcdonell@whitewater-wi.gov](mailto:cmcdonell@whitewater-wi.gov), 262.473.0139.**



I-3.1 TOP CURB EL. 872.80 EOP EL. 872.42 IE 15" NW 869.17 IE 12" S 869.92 2' SUMP - YES 62 LF - 15-IN STORM SEWER @ 1.70%	I-3.2 TOP CURB EL. 873.30 EOP EL. 872.92 IE 12" N 870.00 2' SUMP - YES 30 LF - 12-IN STORM SEWER @ 0.25%
--	--

BM NO	DESCRIPTION	ELEV.
BM-1	SPIKE IN POWER POLE LOCATED ON THE NORTHWEST CORNER OF THE MELROSE AND PLEASANT STREET INTERSECTION.	874.66
BM-2	TOP NUT; FIRE HYDRANT LOCATED ON THE NORTHEAST CORNER OF THE SATINWOOD LANE AND PLEASANT STREET INTERSECTION.	871.28

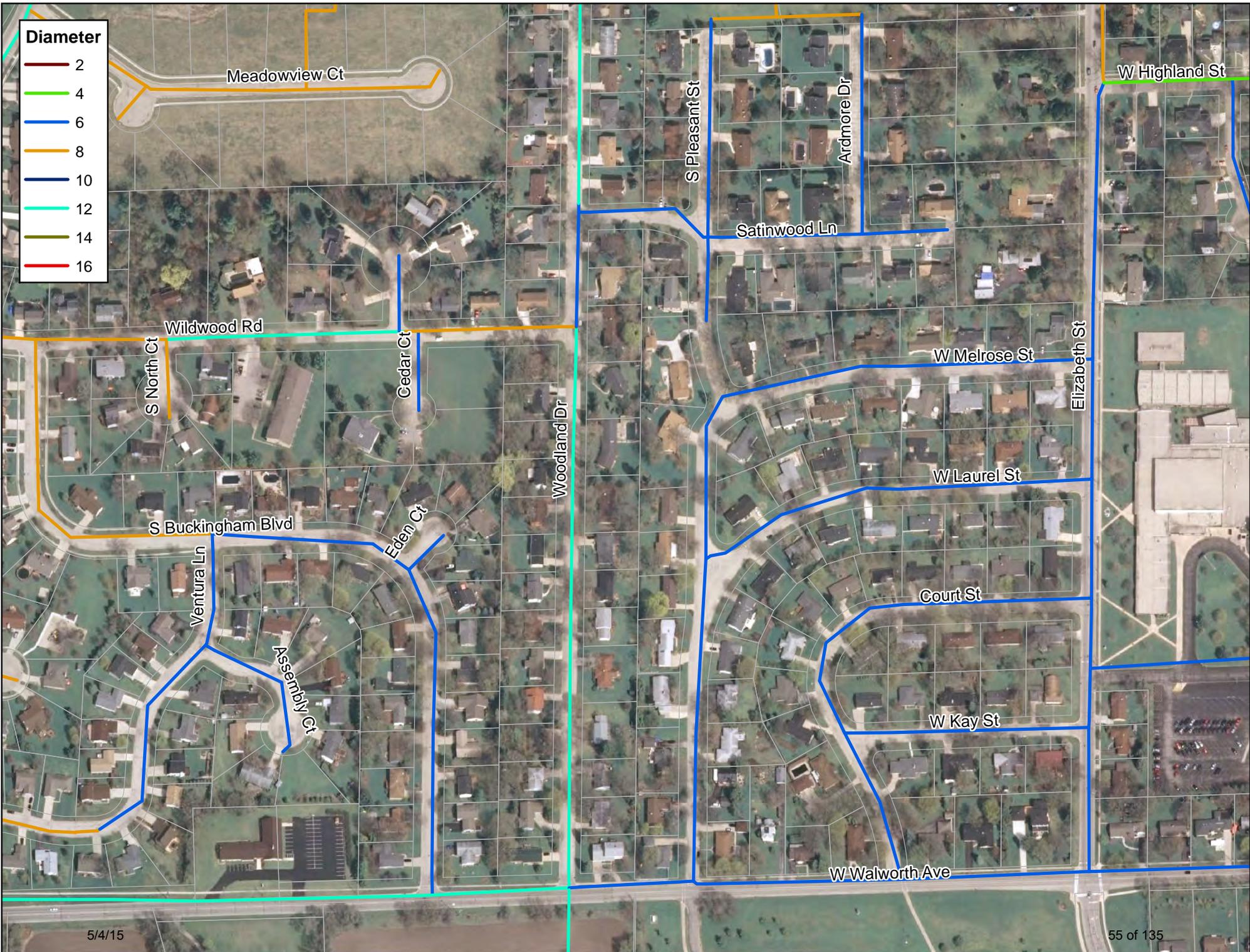


DATE	REVISIONS	NO.

**PLEASANT STREET**  
**PLAN AND PROFILE**  
 PLEASANT STREET UTILITY CONSTRUCTION  
 CITY OF WHITEWATER  
 WALWORTH COUNTY, WISCONSIN

JOB NO.  
 1407.080  
 PROJECT MGR.  
 MAF

**STRAND ASSOCIATES**  
 SHEET



Diameter	
2	Dark Red
4	Green
6	Blue
8	Orange
10	Dark Blue
12	Cyan
14	Olive
16	Red



*City of Whitewater Council Agenda Item Information Sheet*

MEETING DATE: **05/5/15**

ITEM: **Sanitary Sewer Maintenance Items for 2015**

PRESENTER: **Wastewater Superintendent**

PREVIOUS ACTION, IF ANY: **None**

**SUMMARY OF ITEM BEING PRESENTED:**

**As part of the utilities ongoing efforts we will be contracting for several different services to maintain our sanitary collection system. Those services include televising (CCTV), manhole sealing and lining, pressure testing and sealing of gravity mains and installation of cured in place pipe (CIPP). As in past years we have obtained quotes from qualified contractors who have routinely provided quality service at the lowest per unit price. Slides with maps will be presented to briefly outline the areas of the city where this work will be occurring. You will see that there is no alternate price for televising and CIPP. Past practice has shown us that competing bidders for televising are not as responsive or of the same quality as Great Lakes TV & Seal. They have been providing service to the city since 1986 and exclusively for televising since 2009. Regarding CIPP, Great Lakes TV & Seal does not offer this service to compete with Visu-Sewer.**

	<u>Great Lakes TV Seal</u>	<u>Visu-Sewer</u>
1. Televising (38152ft.) –	\$14879.28	
2. Manhole sealing & lining (8/10)	\$13880.00	\$12732.00
3. Pressure test & seal –	\$43390.00	\$44369.25
4. CIPP (838ft.) -	N/A	\$24679.10

**BUDGET IMPACT, IF ANY: These expenditures will be funded by the Wastewater Utility Sanitary Sewer Repair Fund. Each year an amount of \$100K is allocated to maintain our sanitary infrastructure. The cost estimate for 2015 is \$96,828.38.**

**STAFF RECOMMENDATION: Staff recommends the contract for items 1 thru 3 be awarded to Great Lakes TV & Seal of Green Bay, WI. In addition, we recommend the contract for item 4 be awarded to Visu-Sewer of Pewaukee, WI. Exact dollar amounts will vary based on field conditions.**

**RECOMMENDED MOTION: I move to approve the sanitary sewer maintenance plan for 2015 as outlined and recommended by staff.**

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

**Great Lakes TV & Seal Estimates**

**Visu-Sewer Estimates**

**Cost Estimate Summary**

FOR MORE INFORMATION CONTACT:

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



3600 Kewaunee Road  
 Green Bay, WI 54311  
 Phone: (920)863-3663  
 Fax: (920)863-3662

# Quotation

Quote Number:  
6513

Quote Date:  
Mar 4, 2015

**Quoted to:**

CITY OF WHITEWATER  
 P.O. Box 178  
 312 W. Whitewater Street  
 Whitewater, WI 53190

Page:  
1

*Televising (cctv)*

**Quote Good Thru**

4/3/15

**Payment Terms**

Net 30 Days

**Sales Rep**

Description	Unit of Measure	Quantity	Unit Price	Extension
PIPE INSPECTION	FOOT	38,152.00	0.390	14,879.28

QUANTITIES ARE ESTIMATED, ACTUAL  
 QUANTITIES WILL BE INVOICED

Please notify Great Lakes within 30 days if the quotation is accepted and the above prices will be honored. This acknowledgment will enable us to schedule your work more efficiently. If prevailing wages apply - this quote will be adjusted accordingly. Bond fee and/or additional insurance requirements are not included in the quote amount. If applicable, add the amount(s) to this quote.

Subtotal	14,879.28
Sales Tax	
<b>Total</b>	14,879.28



3600 Kewaunee Road  
 Green Bay, WI 54311  
 Phone: (920)863-3663  
 Fax: (920)863-3662

# Quotation

Quote Number:  
6648

Quote Date:  
Mar 31, 2015

**Quoted to:**

CITY OF WHITEWATER  
 P.O. Box 178  
 312 W. Whitewater Street  
 Whitewater, WI 53190

Page:  
1

*mh Lining*

Quote Good Thru	Payment Terms	Sales Rep
4/30/15	Net 30 Days	

Description	Unit of Measure	Quantity	Unit Price	Extension
MANHOLE REHAB.				
MH 4-6 CHARLIE ST. LINE MH WITH MS-10000	L SUM	1.00	770.000	770.00
MH 40-7 COTTAGE ST. REMOVE STEPS, REBUILD BENCH, INE WITH MS-10000	L SUM	1.00	1,465.000	1,465.00
MH 2-8 WHITON PATCHING UNDER FRAME AND LINE WITH MS-10000	L SUM	1.00	965.000	965.00
MH 9-8 CONGER HEAVY PATCHING, LINE WITH MS-10000	L SUM	1.00	885.000	885.00
MH 24-8 ELIZABETH ST. PATCH UNDER FRAME AND SPRAY WITH MS-10000 - CITY TO ADJUST FRAME.	L SUM	1.00	915.000	915.00
MH 32-7 HIGH ST. LINE MS-10000	L SUM	1.00	855.000	855.00
MH 12-7 CHURCH ST. REMOVE STEPS, HEAVY PATCHING, LINE MS-10000	L SUM	1.00	985.000	985.00

Please notify Great Lakes within 30 days if the quotation is accepted and the above prices will be honored. This acknowledgment will enable us to schedule your work more efficiently. If prevailing wages apply - this quote will be adjusted accordingly. Bond fee and/or additional insurance requirements are not included in the quoted amount. If applicable, add the amount(s) to this quote.

Subtotal	Continued
Sales Tax	Continued
Total	Continued



3600 Kewaunee Road  
 Green Bay, WI 54311  
 Phone: (920)863-3663  
 Fax: (920)863-3662

# Quotation

Quote Number:  
6648

Quote Date:  
Mar 31, 2015

**Quoted to:**

CITY OF WHITEWATER  
 P.O. Box 178  
 312 W. Whitewater Street  
 Whitewater, WI 53190

Page:  
2

Quote Good Thru	Payment Terms	Sales Rep
4/30/15	Net 30 Days	

Description	Unit of Measure	Quantity	Unit Price	Extension
MH 6-4 JEFFERSON ST. LINE MANHOLE WITH MS-10000. CITY TO RAISE FRAME	L SUM	1.00	710.000	710.00
MH 45-13 FLORENCE ST. LINE MANHOLE WITH MS-10000. CITY TO RAISE FRAME	L SUM	1.00	830.000	830.00

Please notify Great Lakes within 30 days if the quotation is accepted and the above prices will be honored. This acknowledgment will enable us to schedule your work more efficiently. If prevailing wages apply - this quote will be adjusted accordingly. Bond fee and/or additional insurance requirements are not included in the quoted amount. If applicable, add the amount(s) to this quote.

Subtotal	9,280.00
Sales Tax	
<b>Total</b>	<b>9,280.00</b>



3600 Kewaunee Road  
 Green Bay, WI 54311  
 Phone: (920) 863-3663  
 Fax: (920) 863-3662

# Quotation

Quote Number:  
6365

Quote Date:  
Mar 4, 2015

**Quoted to:**

CITY OF WHITEWATER  
 P.O. Box 178  
 312 W. Whitewater Street  
 Whitewater, WI 53190

Page:  
1

Quote Good Thru	Payment Terms	Sales Rep
4/3/15	Net 30 Days	

Description	Unit of Measure	Quantity	Unit Price	Extension
CHEMICAL GROUTING _ REVISED QUOTE	.			
MOBILIZATION/DEMOBILIZATION	L SUM	1.00	200.000	200.00
TEST JOINTS IN 8" SANITARY SEWERS	EACH	280.00	28.000	7,840.00
SEAL JOINTS IN 8" SANITARY SEWERS	EACH	280.00	8.500	2,380.00
TEST JOINTS IN 15" SANITARY SEWERS	EACH	485.00	32.000	15,520.00
SEAL JOINTS IN 15" SANITARY SEWERS	EACH	485.00	15.000	7,275.00
JOINT SEALING WILL ONLY BE CHARGED ON JOINTS ACTUALLY SEALED.	.			
SEAL BARREL JOINTS IN <u>MANHOLES</u> - <i>Sealing</i>	EACH	8.00	<del>375.000</del> <i>575.00</i>	<del>3,000.00</del> <i>4,600.00 TR</i>
SEAL LATERAL CONNECTION MH 519 TO MH 4-19	EACH	1.00	875.000	875.00
SEAL ALL LATERALS CONNECTIONS IN 8" SANITARY	EACH	18.00	225.000	4,050.00
QUANTITIES ARE ESTIMATED, ACTUAL QUANTITIES WILL BE INVOICED	.			

Please notify Great Lakes within 30 days if the quotation is accepted and the above prices will be honored. This acknowledgment will enable us to schedule your work more efficiently. If prevailing wages apply - this quote will be adjusted accordingly. Bond fee and/or additional insurance requirements are not included in the quoted amount. If applicable, add the amount(s) to this quote.

Subtotal	41,140.00
Sales Tax	
<b>Total</b>	<b>41,140.00</b>

## Jeff Gwaltney

---

**From:** Jeff Healy [jeff@greatlakestvseal.com]  
**Sent:** Monday, January 26, 2015 1:14 PM  
**To:** Jeff Gwaltney  
**Subject:** Mineral deposit removal

Jeff:  
Figure \$750.00 mobilization and \$450.00 per MH section to remove mineral deposits.

Thanks



Jeff Healy  
Great Lakes TV Seal, Inc.  
3600 Kewaunee Road  
Green Bay, WI 54311  
Phone: 920-863-3663 Fax: 920-863-3662  
e-mail: [jeff@greatlakestvseal.com](mailto:jeff@greatlakestvseal.com)

*450*  
*x 10 MH sections*  

---

*4500*  
*+ 750*  

---

*# 5250*

---

*Visu-SEWER - Mineral deposit Est.*

*10 MH sections*  
*x 2 hrs. / section*  

---

*20 hrs. - approx.*

*# 255*  
*x 20*  

---

*Est. - # 5100.00*



# Proposal

To: Jeff Gwaltney  
 City of Whitewater  
 P.O. Box 178  
 Whitewater, WI 53190  
 262-473-5920

From: Mike Blazejovsky  
 Visu-Sewer, Inc.  
 W230 N4855 Betker Dr.  
 Pewaukee, WI 53072  
 414-335-2538

**Date:** 3/20/2015

**Project:** Vanderlip Interceptor / Hyer & Yoder Ln. Test & Seal Grouting

Visu-Sewer is pleased to provide the following quotation for Test & Seal Grouting:

Test and Seal grouting of approx. 2,800 L.F. of 15" sanitary sewer main, 1,120 L.F. of 8" sanitary sewer main, 18 lateral connections, and 8 manholes in the City of Whitewater, WI. All joints in each section will be pressure tested, and all failing joints will be grouted and re-tested until they pass. Price includes one (1) pass with a jet for light cleaning.

Item	Qty.	Price	Sub-Total
Test & Seal 15" Joints	485	\$45.45 / Joint	\$ 22,043.25
Test & Seal 8" Joints	280	\$45.45 / Joint	\$ 12,726.00
Test & Seal Lateral Connections (8" main)	18	\$250.00 / Lateral	\$ 4,500.00
Manholes – 2 barrel joints per MH	8	\$675.00 / MH	\$ 5,400.00
<b>Total</b>			<b>\$ 44,669.25</b>

*Test & Seal*  
*- MH Seal.*

\*Note - Test & seal grouting includes a total of 2,870 gallons of grout. If needed, additional grout beyond the total will be billed at a rate of \$12.00 per gallon.

- Manhole grouting includes up to 30 gallons of grout per manhole. If needed, additional grout beyond the total will be billed at a rate of \$12.00 per gallon.

The City of Whitewater will need to provide access to all manholes, water from nearby hydrants (without charge), and a dump site for any captured debris. Price assumes that grout packer can traverse each pipe section. **If needed, removal of obstructions (i.e. protruding taps, mineral deposits, etc.) will be completed at a T&M Rate of \$255.00 per hour.** Thank you for the opportunity to quote on this project. If you have any questions, please do not hesitate to call Randy Belanger or me at 262-695-2340.

*Mineral Deposits*

All material guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. This proposal may be withdrawn if not accepted within 30 days of issue. Time and material rates are charges "port to port". Terms - Net 30 days.

## Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. Visu-Sewer, Inc. is authorized to do the work as specified.

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

www.visu-sewer.com

WISCONSIN - ILLINOIS - MINNESOTA - IOWA - MISSOURI



# Proposal

To: Jeff Gwaltney  
City of Whitewater  
P.O. Box 178  
Whitewater, WI 53190  
262-473-5920

From: Mike Blazejovsky  
Visu-Sewer, Inc.  
W230 N4855 Betker Dr.  
Pewaukee, WI 53072  
262-695-2340

Date: 3/20/2015

Project: 2015 Strong Seal Manhole Lining

Visu-Sewer is pleased to offer the following service:

Reline the walls and bench of ten (10) various manholes in the City of Whitewater using Strong Seal MS2A. All work will be in accordance with manufacturer's specifications. The price to complete this work is as follows:

**\$94.00 per vertical foot**  
(Based on a minimum of 68 VF)

*~ 78 vertical feet*

**\$7332.00**

Price includes a 10 year manufacturer's limited warranty per the standard Strong Seal specifications.

\*Note – Some castings to be raised and re-set by City prior to manhole lining.

The City of Whitewater is asked to provide access to all manholes and water for our equipment from nearby hydrants. Sealing of active leaks, if necessary, will be charged at T&M rates.

Thank you for the opportunity to quote on this project. If you have any questions please do not hesitate to contact Randy Belanger or me at 262-695-2340.

All material guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to standard practices or specifications submitted. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. If a collapse of the original pipe results during the lining process, Visu-Sewer will not be held liable for costs associated with excavation, repairs or restoration. Our workers are fully covered by Workmen's Compensation Insurance. This proposal may be withdrawn if not accepted within 30 days of issue. Terms - Net 30 days.

## Acceptance of Proposal

The above prices / conditions are satisfactory and are hereby accepted. Visu-Sewer is authorized to do the work as specified.

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

Signature: \_\_\_\_\_

[www.visu-sewer.com](http://www.visu-sewer.com)

WISCONSIN - ILLINOIS - MINNESOTA - IOWA - MISSOURI

# **Visu-Sewer** Inspect. Maintain. Rehabilitate. **Proposal**

To: Jeff Gwaltney  
City of Whitewater  
P.O. Box 178  
Whitewater, WI 53190  
262-473-5920

From: Mike Blazejovsky  
Visu-Sewer, Inc.  
W230 N4855 Betker Dr.  
Pewaukee, WI 53072  
414-335-2538

**CIPP**

**Date:** 2/23/2015

**Project:** 2015 Sanitary Sewer Lining

Visu-Sewer is pleased to provide the following quotation for sewer lining:

**Installation of 838 LF of 8" National Liner @ \$29.45 / LF \$24,679.10**

The above listed price is based on an above ground inspection and assumes the pipe is lineable in its current condition. The above price includes:

- Labor, material and equipment
- Installation from MH 16-15 to MH 9-15 to MH 4-15
- Mobilization and Traffic Control
- Light cleaning and televising of sewers prior to installation of liner
- Bypassing of average dry weather flow
- Installation of National Liner per manufacturer's instructions, ASTM 1216
- Reinstatement of active service connections
- Televising of sewers after installation of liner

\*Note – If a pipe section is determined to be unfit for liner installation, time onsite and/or mobilization for that section will be charged at a T&M Rate of \$260.00 per hour.

The City of Whitewater will need to provide access to all manholes (including property access permission from residents), water from nearby hydrants (without charge), a dump site for captured debris, and any traffic control required beyond cones and signs. If needed, removal of protruding taps, reaming of deposits, grouting of active leaks, and heavy cleaning will be quoted separately. Thank you for the opportunity to quote on this project. Please do not hesitate to call Randy Belanger or me at 262-695-2340 if you have any questions.

All material guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to standard practices or specifications submitted. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. If a collapse of the original pipe results during the lining process, Visu-Sewer will not be held liable for costs associated with excavation, repairs or restoration. Our workers are fully covered by Workmen's Compensation Insurance. This proposal may be withdrawn if not accepted within 30 days of issue. Terms - Net 30 days.

## **Acceptance of Proposal**

The above prices / conditions are satisfactory and are hereby accepted. Visu-Sewer is authorized to do the work as specified.

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

[www.visu-sewer.com](http://www.visu-sewer.com)

**WISCONSIN - ILLINOIS - MINNESOTA - IOWA - MISSOURI**

<b>2015 Sanitary Sewer Maintenance Cost Summary</b>		
	Great Lakes	Visu-Sewer
Televising (C.C.T.V.)	\$14,879.28	
Manhole Restoration		
<i>Sealing</i>	\$4,600.00	\$5,400.00
<i>Lining</i>	\$9,280.00	\$7,332.00
Total:	\$13,880.00	\$12,732.00
Pressure Test & Seal		
<i>&gt; 15" line</i>	\$22,795.00	\$22,043.25
<i>8" line</i>	\$10,420.00	\$12,726.00
<i>Lateral Sealing</i>	\$4,050.00	\$4,500.00
<i>Clean Mineral Deposits</i>	\$5,250.00	\$5,100.00
<i>Special - Tap</i>	\$875.00	
Total:	\$43,390.00	\$44,369.25
C.I.P.P.	N/A	\$24,679.10

**TOTAL Estimate:** \$96,828.38



*City of Whitewater Council Agenda Item Information Sheet*

MEETING DATE: **04/28/2015**

ITEM: **Notice of claim from Paula Kraatz**

PRESENTER: **Doug Saubert, Finance Director**

PREVIOUS ACTION, IF ANY: **None**

SUMMARY OF ITEM BEING PRESENTED:

**Notice of Claim from Ms. Kraatz for the amount of \$1,112.94. Summary of incident: On October 18, 2013 Ms. Kraatz fall because of a depression near the parking pad and Cravath Lakefront Park next to Me & My Pets. Ms Kraatz is seeking reimbursement for out of pocket medical expenses and for loss of wages from the slip & fall.**

BUDGET IMPACT, IF ANY:

**Undetermined at this time. This claim is subject to the \$25,000 deductible (SIR).**

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

STAFF RECOMMENDATION: **Our insurance advisor, CVMIC, the city attorney, city manager and I recommend that the Common Council deny the claim from Ms. Kraatz.**

RECOMMENDED MOTION: **Deny the claim. Send notice of disallowance of claim by certified mail.**

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

**Notice of Claim dated April 13, 2015**

FOR MORE INFORMATION CONTACT:

**Doug Saubert, [dsaubert@whitewater-wi.gov](mailto:dsaubert@whitewater-wi.gov), 262.473.0180.**

CITY OF

NOTICE OF CLAIM

Name: Paula Kraatz  
Address: 434 E North St  
Whitewater WI 53190  
Phone: 414-550-1138

Incident/Accident Information  
Date: 10-18-2013  
Time: 5:20 ish PM  
Place: HE + My Pets Parking lot.

CIRCUMSTANCES OF CLAIM

In the space below briefly describe the circumstances of your claim. (Attach additional sheets, if necessary.) For auto damages, attach a copy of police report, if any, and attach a diagram of the accident scene indicating north, south, east or west corners if the accident occurred at an intersection. For bodily injury, indicate nature of injury and whether or not medical attention was given and give the name of the physician. Also identify any witnesses to the incident/accident.

Signed: Paula J Kraatz Date: 4/13/15

\*\*\*\*\*

CLAIM

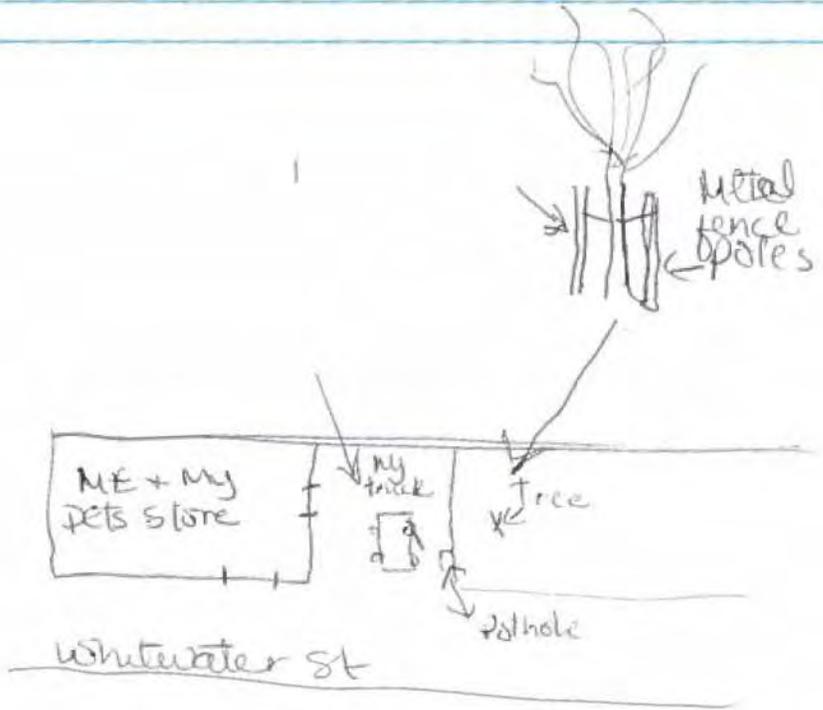
(NOTE: You are not required to make a claim at this time. As long as you have filed the above Notice of Claim you may file a claim with the City/Village at any time consistent with the applicable statute of limitations. However, in order for the City/Village to formally accept or deny your claim at this time, the following claim must be completed and signed.)

The undersigned hereby makes a claim against the City/Village of arising out of the circumstances described above in the amount of \$ 112.94

To process this claim it is necessary to detail all damages being sought.

Signed: Paula J Kraatz Date: 4/13/15  
Address: 434 E North St  
Whitewater WI 53190

5 Attached Images





# Paula Kraatz

434 E NORTH ST WHITEWATER •, WI 53190 • Phone: 414-550-1138 •  
E-Mail: kraatz65@aol.com

Date: APRIL 12 2015

TO WHOM IT MAY CONCERN

CITY OF WHITEWATER

Dear: *to whom it may concern,*

MY NAME IS PAULA KRAATZ AND ON OCTOBER 18<sup>TH</sup> 2013 I WAS AT ME AND MY PETS STORE AND FELL IN THE PARKING LOT AND STRUCK THE RIGHT SIDE OF MY HEAD AND MY RIGHT SHOULDER. I HAD PARKED MY TRUCK IN THE DRIVEWAY ON EAST SIDE OF THE BUILDING. ERIC, THE OWNER OF THE PET STORE, CAME OUT WITH ME TO PUT MY PURCHASE IN MY VEHICLE (AS PER USUAL), SO I WALKED OVER TO THE PASSENGER SIDE DOOR AND AS I WENT TO OPEN THE DOOR, MY FOOT STEPPED INTO A POT HOLE IN THE PARKING LOT WHICH MADE ME OFF BALANCE AND AS I TRIED TO GET MY FOOT OUT OF THE POT HOLE I LOST MY BALANCE (AS WELL AS MY SHOE) AND AS I TRIED KEEPING MY BALANCE BY WINDMILLING MY ARMS AND FELL HEAD AND SHOULDER INTO THE FENCE POST THAT WAS AROUND THE TREE THAT WAS ON THE EAST SIDE OF THE DRIVEWAY. ERIC SAW ME FALL AND QUICKLY CAME OVER TO HELP ME GET UP. I WAS STUNNED AND TOLD HIM TO GIVE ME A MINUTE BEFORE HE HELPED ME UP. I COULDN'T MOVE MY RIGHT SHOULDER AT ALL BUT TOLD HIM I WAS ALL RIGHT. HE PUT MY PURCHASE IN THE TRUCK AND WENT BACK INTO THE STORE (WHICH WAS CLSOING IN A FEW MINUTES). I WENT TO GET INTO MY TRUCK AND REACHED UP AND FELT A HUGE GOOSEGG OVER MY RIGHT EAR AND I COULD LIFT MY RIGHT ARM TO PUT THE TRUCK INTO GEAR AND WAS WORRIED ABOUT A CONCUSSION, SO I GOT BACK OUT OF THE TRUCK AND WENT BACK INTO THE STORE AND TOLD ERIC THAT I HAD A BIG LUMP ON MY HEAD AND COULDN'T LIFT MY ARM AND DIDN'T REALLY WHAT TO DO NEXT. HE HAD CUSTOMERS IN THE STORE HE WAS TAKING CARE OF SO I THINK HE DIDN'T KNOW WHAT I WANTED FROM HIM. I SAID I WAS PROBABLY GOING TO GO TO URGENT CARE TO MAKE SURE I DIDN'T HAVE A CONCUSSION AND ASKED IF HE HAD LIABILITY INSURANCE. HE GAVE ME A PIECE OF PAPER AND TOLD ME TO WRITE MY NAME AND ADDRESS AND PHONE NUMBER DOWN AND HE WOULD LET THE OWNER OF THE BUILDING KNOW WHAT HAPPENED.

I REALIZE IT HAS TAKEN ME A LONG TIME TO SEND THIS IN, BUT I WANTED TO MAKE SURE MY SHOULDER WAS ON THE MEND FOR GOOD. I REALLY WASN'T GOING TO DO ANYTHING AT ALL AS LONG AS MY INSURANCE TOOK CARE OF ALL THE BILLS BUT I NOT ONLY HAD TO MISS A FULL WEEK OF WORK BECAUSE OF THIS, I HAVE ALSO HAD TO PAY \$780.44 OUT OF MY POCKET FOR WHAT THE INSURANCE SAYS IS MY PORTION OF THE BILLS. MY SHOULDER STILL ISNT 100% BACK TO NORMAL BUT IT IS MANAGABLE AND I JUST WANT TO HAVE THIS BE DONE WITH.

I AM ASKING TO BE REIMBURSED FOR THE MEDICAL BILLS PERTAINING TO MY SHOULDER AND FOR THE WEEK I HAD TO TAKE OFF FROM WORK.

MEDICAL BILLS- \$780.44

1 WEEKS PAY (I AVERAGE 35 HOURS PER WEEK @ 9.50/HR - \$332.50

TOTAL REIMBURSEMENT I AM ASKING FOR IS -\$1112.94

ENCLOSED ARE THE MEDICAL CLAIMS AS WELL AS PICTURES OF WHERE THE INCIDENT HAPPENED.

THANKING YOU IN ADVANCE FOR YOUR TIMELY RESPONSE.

SINCERELY,

PAULA KRAATZ

434 E NORTH ST

WHITEWATER, WI 53190

414-550-1138

Sincerely,

October 21, 2013

**PHCMA Mukwonago Family  
Medicine**  
240 Maple Ave  
Mukwonago WI 53149  
Phone: 262-928-1900  
Fax: 262-363-1949

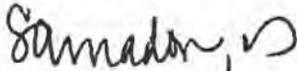
Paula J Kraatz  
434 E North St  
Whitewater WI 53190

Dear Employer:

Paula was seen here today for medical reasons. Please excuse from work through 10/27/13. She will hopefully be able to return on 10/28/13.

If you have any questions or concerns, please don't hesitate to call.

Sincerely,

A handwritten signature in cursive script that reads "Sandra Amadon" followed by a small flourish.

Sandra Amadon, MD

(920) 568-5000  
**Patient Discharge Summary**

**Patient Information**

Name: Kraatz, Paula      Age: 48 Years      Date of Birth: 7/19/1965 12:00 AM  
MRN: 3017892      FIN:  
Reason For Visit: Shoulder injury - Minor; Fall- Head & shoulder injury  
Arrival Time: 10/18/2013 6:20 PM

Phone: (414) 550-1138  
Primary Care Physician: Amadon MD, Sandra

**Comment:**

**Provider Information:**

Primary Provider:  
None

**Diagnosis:**Contusion of right shoulder; head contusion 920

Thank you for choosing Fort Health Care for your medical needs. We hope we were able to provide you with the answers and solutions to assist you with your illness today. It is our goal to rapidly diagnose and treat each patient in a friendly and courteous environment. Unfortunately, not every illness can be definitively diagnosed in the brief time allowed in the Emergency Department. If you find that your condition is worsening, additional worrisome symptoms are developing, or if your condition is not improving as anticipated we encourage you to return to the Emergency Department for further evaluation. You may also contact your physician to arrange follow up or if you have additional questions.

**Kraatz, Paula** has been given the following list of patient education materials, prescriptions and follow-up instructions:

**Follow-up Instructions:**

<b>With:</b>	<b>Address:</b>	<b>When:</b>
Sandra Amadon	240 Maple Avenue Mukwonago, WI 53149 (262) 363-1900 Business (1)	Within 3 to 5 days

**Comments:**

if not improving

# Search & View Claims

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[View Detailed EOB](#)

## EXPLANATION OF BENEFITS

Claim #:	138108025		
Group No:	100905	Deductible:	\$0.00
Division:	010	Coinsurance:	\$30.72
Group Name:	STANDARD PROCESS INC.	Copayment:	\$0.00
Insured:	JEFFERY A KRAATZ	Non-Covered Services:	\$0.00
Patient:	PAULA KRAATZ	TOTAL:	\$30.72
Provider:	FORT ATKINSON EMERGENCY PHYSICIANS		
Network:	HEALTHEOS		
Issued Date:	12/02/2013		

## CLAIM DETAILS

Date(s) of Service	Type of Service	Total Charges	Provider Discount	Non-covered Services	Ineligible Code	Deductible	Co-Pay	Other Plan	Pay At	Benefits Paid
10/18/2013 - 10/18/2013	URGENT CARE PROFESSIONAL AND PARE	\$384.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	90%	\$276.48
		\$384.00	\$76.80	\$0.00		\$0.00	\$0.00	\$0.00		\$276.48

Payment To	Check Date	Check No	Amount
	12/02/2013		\$0.00

Ineligible Reason

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[View Detailed EOB](#)

## EXPLANATION OF BENEFITS

Claim #	138108027	Patient Information	
Group No:	100905	Deductible:	\$0.00
Division:	010	Coinsurance:	\$54.97
Group Name:	STANDARD PROCESS INC.	Copayment:	\$0.00
Insured:	JEFFERY A KRAATZ	Non-Covered Services:	\$0.00
Patient:	PAULA KRAATZ	TOTAL:	\$54.97
Provider:	FORT HEALTHCARE INC		
Network:	HEALTHEOS		
Issued Date:	12/02/2013		

## CLAIM DETAILS

Date(s) of Service	Type of Service	Total Charges	Provider Discount	Non-covered Services	Ineligible Code	Deductible	Co-Pay	Other Plan	Pay At	Benefits Paid
10/18/2013 - 10/18/2013	URGENT CARE FACILITY	\$379.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	90%	\$310.40
10/18/2013 - 10/18/2013	URGENT CARE FACILITY	\$225.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	90%	\$184.27
		<b>\$604.00</b>	<b>\$54.36</b>	<b>\$0.00</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$494.67</b>

Payment To	Check Date	Check No.	Amount
	12/02/2013		\$0.00

Ineligible Reason
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# Search & View Claims

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[View Detailed EOB](#)

## EXPLANATION OF BENEFITS

Claim #:	138108024		
Group No:	100905	Deductible:	\$0.00
Division:	010	Coinsurance:	\$0.00
Group Name:	STANDARD PROCESS INC.	Copayment:	\$10.00
Insured:	JEFFERY A KRAATZ	Non-Covered Services:	\$0.00
Patient:	PAULA KRAATZ	TOTAL:	\$10.00
Provider:	PROHEALTH CARE MEDICAL ASSOCIATES		
Network:	HEALTHEOS		
Issued Date:	12/02/2013		

## CLAIM DETAILS

Date(s) of Service	Type of Service	Total Charges	Provider Discount	Non-covered Services	Ineligible Code	Deductible	Co-Pay	Other Plan	Pay At	Benefits Paid
10/21/2013 - 10/21/2013	OFFICE VISIT	\$163.00	\$0.00	\$0.00		\$0.00	\$10.00	\$0.00	100%	\$123.66
		\$163.00	\$29.34	\$0.00		\$0.00	\$10.00	\$0.00		\$123.66

Payment To	Check Date	Check No.	Amount
	12/02/2013		\$0.00

Ineligible Reason

# Search & View Claims

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[View Detailed EOB](#)

## EXPLANATION OF BENEFITS

Claim #:	148244384	<b>Benefit Period:</b>	
Group No.:	100905	Deductible:	\$0.00
Division:	010	Coinsurance:	\$100.03
Group Name:	STANDARD PROCESS INC.	Copayment:	\$0.00
Insured:	JEFFERY A KRAATZ	Non-Covered Services:	\$0.00
Patient:	PAULA KRAATZ	TOTAL:	\$100.03
Provider:	WAUKESHA MEMORIAL HOSPITAL		
Network:	HEALTHEOS		
Issued Date:	01/23/2014		

## CLAIM DETAILS

Date(s) of Service	Type of Service	Total Charges	Provider Discount	Non-covered Services	Ineligible Code	Deductible	Co-Pay	Other Plan	Pay At	Benefits Paid
11/15/2013 - 11/15/2013	OUTPATIENT HOSPITAL OCCUPATIONAL THERAPY	\$305.31	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	90%	\$239.06
11/29/2013 - 11/29/2013	OUTPATIENT HOSPITAL OCCUPATIONAL THERAPY	\$108.34	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	90%	\$84.83
11/15/2013 - 11/15/2013	OUTPATIENT HOSPITAL OCCUPATIONAL THERAPY	\$126.56	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	90%	\$100.23
11/20/2013 - 11/20/2013	OUTPATIENT HOSPITAL OCCUPATIONAL THERAPY	\$126.56	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	100%	\$110.11
11/22/2013 - 11/22/2013	OUTPATIENT HOSPITAL OCCUPATIONAL THERAPY	\$126.56	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	100%	\$110.11
11/26/2013 - 11/26/2013	OUTPATIENT HOSPITAL OCCUPATIONAL THERAPY	\$126.56	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	100%	\$110.11
11/20/2013 - 11/20/2013	OUTPATIENT HOSPITAL OCCUPATIONAL THERAPY	\$45.39	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	90%	\$35.54
11/22/2013 - 11/22/2013	OUTPATIENT HOSPITAL OCCUPATIONAL THERAPY	\$45.39	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	90%	\$35.54
11/26/2013 - 11/26/2013	OUTPATIENT HOSPITAL OCCUPATIONAL THERAPY	\$45.39	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	90%	\$35.54
11/29/2013 - 11/29/2013	OUTPATIENT HOSPITAL OCCUPATIONAL THERAPY	\$45.39	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	90%	\$35.54

11/29/2013 - 11/29/2013	OUTPATIENT HOSPITAL OCCUPATIONAL THERAPY	\$115.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	90%	\$90.56
11/20/2013 - 11/20/2013	OUTPATIENT HOSPITAL OCCUPATIONAL THERAPY	\$108.34	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	90%	\$84.83
11/22/2013 - 11/22/2013	OUTPATIENT HOSPITAL OCCUPATIONAL THERAPY	\$108.34	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	90%	\$84.83
11/26/2013 - 11/26/2013	OUTPATIENT HOSPITAL OCCUPATIONAL THERAPY	\$108.34	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	90%	\$84.83
		<b>\$1,542.16</b>	<b>\$200.45</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$1,241.68</b>

Payment To	Check Date	Check No.	Amount
	01/23/2014		\$0.00

Ineligible Reason

# Search & View Claims

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[View Detailed EOB](#)

## EXPLANATION OF BENEFITS

Claim #:	148435256		
Group No:	100905	Deductible:	\$0.00
Division:	010	Coinsurance:	\$25.59
Group Name:	STANDARD PROCESS INC.	Copayment:	\$10.00
Insured:	JEFFERY A KRAATZ	Non-Covered Services:	\$0.00
Patient:	PAULA KRAATZ	TOTAL:	\$35.59
Provider:	ORTHOPAEDIC ASSOCIATES OF WISCONSIN		
Network:	HEALTHEOS		
Issued Date:	04/17/2014		

## CLAIM DETAILS

Date(s) of Service	Type of Service	Total Charges	Provider Discount	Non-covered Services	Ineligible Code	Deductible	Co-Pay	Other Plan	Pay At	Benefits Paid
03/12/2014 - 03/12/2014	OFFICE VISIT	\$151.00	\$0.00	\$0.00		\$0.00	\$10.00	\$0.00	100%	\$113.82
03/12/2014 - 03/12/2014	OFFICE SURGICAL SERVICES	\$288.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	90%	\$212.54
03/12/2014 - 03/12/2014	OFFICE SERVICES OTHER THAN XRAYLAB/VISIT	\$24.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	90%	\$17.71
		<b>\$463.00</b>	<b>\$83.34</b>	<b>\$0.00</b>		<b>\$0.00</b>	<b>\$10.00</b>	<b>\$0.00</b>		<b>\$344.07</b>

Payment To:	Check Date:	Check No.:	Amount:
	04/17/2014		\$0.00

Inteligible Reason:
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[View Detailed EOB](#)

## EXPLANATION OF BENEFITS

Claim #:	148347378	<b>Payment Summary</b>	
Group No:	100905	Deductibles:	\$0.00
Division:	010	Coinsurance:	\$39.75
Group Name:	STANDARD PROCESS INC.	Copayment:	\$0.00
Insured:	JEFFERY A KRAATZ	Non-Covered Services:	\$0.00
Patient:	PAULA KRAATZ	<b>TOTAL:</b>	<b>\$39.75</b>
Provider:	RADIOLOGY WAUKESHA SC		
Network:	HEALTHEOS		
Issued Date:	02/27/2014		

## CLAIM DETAILS

Date(s) of Service	Type of Service	Total Charges	Provider Discount	Non-covered Services	Ineligible Code	Deductible	Co-Pay	Other Plan	Pay At	Benefits Paid
02/10/2014 - 02/10/2014	OFFICE XRAY AND LAB	\$530.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	90%	\$357.75
		<b>\$530.00</b>	<b>\$132.50</b>	<b>\$0.00</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$357.75</b>

Payment To	Check Date	Check No.	Amount
	02/27/2014		\$0.00

Ineligible Reason:
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[View Detailed EOB](#)

## EXPLANATION OF BENEFITS

Claim #:	148332213	<b>Amount of Payment:</b>	
Group No:	100905	Deductible:	\$250.00
Division:	010	Coinsurance:	\$223.79
Group Name:	STANDARD PROCESS INC.	Copayment:	\$0.00
Insured:	JEFFERY A KRAATZ	Non-Covered Services:	\$0.00
Patient:	PAULA KRAATZ	TOTAL:	\$473.79
Provider:	OCONOMOWOC MEMORIAL HOSPITAL		
Network:	HEALTHEOS		
Issued Date:	02/27/2014		

## CLAIM DETAILS

Date(s) of Service	Type of Service	Total Charges	Provider Discount	Non-covered Services	Ineligible Code	Deductible	Co-Pay	Other Plan	Pay At	Benefits Paid
02/10/2014 - 02/10/2014	OUTPATIENT HOSPITAL FACILITY NO PRE-CERT REQUIRED	\$2,859.60	\$0.00	\$0.00		\$250.00	\$0.00	\$0.00	90%	\$2,014.06
		<b>\$2,859.60</b>	<b>\$371.75</b>	<b>\$0.00</b>		<b>\$250.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$2,014.06</b>

Payment To	Check Date	Check No	Amount
	02/27/2014		\$0.00

Ineligible Reason

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[View Detailed EOB](#)

## EXPLANATION OF BENEFITS

Claim #:	148244387	Plan:	STANDARD PROCESS INC.
Group No.:	100905	Deductible:	\$0.00
Division:	010	Coinurance:	\$25.59
Group Name:	STANDARD PROCESS INC.	Copayment:	\$10.00
Insured:	JEFFERY A KRAATZ	Non-Covered Services:	\$0.00
Patient:	PAULA KRAATZ	TOTAL:	\$35.59
Provider:	ORTHOPAEDIC ASSOCIATES OF WISCONSIN		
Network:	HEALTHEOS		
Issue Date:	01/23/2014		

## CLAIM DETAILS

Date(s) of Service	Type of Service	Total Charges	Provider Discount	Non-covered Services	Ineligible Cost	Deductible	Co-pay	Other Plan	Pay At	Benefits Paid
11/07/2013 - 11/07/2013	OFFICE SERVICES OTHER THAN XRAYLAB/VISIT	\$24.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	90%	\$17.71
11/07/2013 - 11/07/2013	OFFICE VISIT	\$263.00	\$0.00	\$0.00		\$0.00	\$10.00	\$0.00	100%	\$205.66
11/07/2013 - 11/07/2013	OFFICE SURGICAL SERVICES	\$288.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	90%	\$212.54
		<b>\$575.00</b>	<b>\$103.50</b>	<b>\$0.00</b>		<b>\$0.00</b>	<b>\$10.00</b>	<b>\$0.00</b>		<b>\$435.91</b>

Payment To	Check Date	Check No.	Amount
	01/23/2014		\$0.00

Ineligible Reason



*City of Whitewater Council Agenda Item Information Sheet*

MEETING DATE: **05/05/15**

ITEM: **Citizen Committee Appointments**

PRESENTER: **City Manager**

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

**SUMMARY OF ITEM BEING PRESENTED:**

**The process for the appointment of board, commission, and committee members is outlined in the Whitewater Municipal Code as follows:**

**2.12.011**

**(a) The city manager and the common council president shall review all board, commission and committee applicants and recommend nominees to the common council.**

**(b) After considering the candidates nominated to the various boards, commissions, and committees, the common council shall appoint the members of said boards, commissions, or committees.**

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

**STAFF RECOMMENDATION: The City Manager and the Common Council President will be interviewing candidates and providing the list of recommended appointments to the Common Council for consideration and approval at the meeting on May 5.**

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

**Citizen Applications**

FOR MORE INFORMATION CONTACT:

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

2015-2016 CITY OF WHITEWATER BOARD AND COMMISSION OPENINGS  
 LISTING OF OPENINGS / INCUMBENTS/ APPLICANTS – April 29, 2015

<b>BOARD/ COMMISSION</b>	<b>Incumbent</b>	<b>APPLICANT(S)</b>
BIRGE FOUNTAIN	Roy Nosek (not reapplying)	Daniel Richardson
BZA	Mark McPhail Glenn Hayes	None
CABLE TV	Kathy Ross	None
DISABILITY RIGHTS	Kim Armitage	None
ETHICS COMMITTEE	Jan Bilgen	None
LIBRARY BOARD	Sharon Knight (termed out)	Brienne Diebolt Brown
URBAN FORESTRY	Tiiu Gray-Fow (termed out)	Teri Smith Ken Kienbaum

Birge  
Richardson

**CITIZEN SERVICE INFORMATION FORM**

Name (Print): RICHARDSON, DANIEL W. Date: 4-7-15  
Last First Middle

Home Address: 445 CENTER ST WHITEWATER

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone (Home): 262-458-2178 CELL (Work): 262-716-3097

E-mail address: RICH3004@YAHOO.COM

How long have you lived in the City of Whitewater?: 1 year

Which Boards, Commissions, and/or Committees interest you?

BIRGE FOUNTAIN

Please give a brief overview of your background, experience, interest, or concerns in the above areas:

CURRENTLY PRESIDENT OF WAUKESHA COUNTY HISTORICAL SOCIETY, PAST-PRESIDENT + BOARD MEMBER EAST TROY HISTORICAL SOCIETY. LONG TIME INTEREST IN

References: HISTORIC PRESERVATION - OWNER 445 W CENTER

1. RICHARD HEUMICK Phone: 473-7880 WINDOMAR  
227 So Rock St  
WHITEWATER, WI 53190

2. PAT BLACKMER Phone: 458 2178  
445 W CENTER ST  
WHITEWATER, WI 53190

Return this form to:  
City Clerk  
312 W. Whitewater Street  
Whitewater, WI 53190  
msmith@ci.whitewater.wi.us

[Signature]  
Signature

**CITIZEN SERVICE INFORMATION FORM**

Name (Print): Diebolt Brown Date: April 7, 2015  
Last First Middle

Home Address: 156 N Fremont St

Business Name: Whitewater Community Foundation

Business Address: \_\_\_\_\_

Telephone (Home): 512 297-8928 (Work): \_\_\_\_\_

E-mail address: briennedieboltbrown@gmail.com

How long have you lived in the City of Whitewater?: 3 years

Which Boards, Commissions, and/or Committees interest you?

Library Board

Please give a brief overview of your background, experience, interest, or concerns in the above areas:

Lots - literacy & community friendly environment  
- public health

References:

1. Jim Caldwell Phone: \_\_\_\_\_  
Frost Citizens Bank

2. Cameron Clapper Phone: \_\_\_\_\_

Return this form to:  
City Clerk  
312 W. Whitewater Street  
Whitewater, WI 53190  
msmith@ci.whitewater.wi.us

  
Signature

Urban Forestry  
Kienbaum

**CITIZEN SERVICE INFORMATION FORM**

Name (Print): Kienbaum Ken D. Date: 4/29/15  
Last First Middle

Home Address: 155 Hyper Ln Whitewater, WI

Business Name: N/A

Business Address: N/A

Telephone (Home): (920) 728 0926 (Work): N/A

E-mail address: N/A

How long have you lived in the City of Whitewater?: ~~50~~ 109

Which Boards, Commissions, and/or Committees interest you?

urban Forestry

Please give a brief overview of your background, experience, interest, or concerns in the above areas:

Farmed: <sup>held seats on</sup> landmarks, zoning, <sup>Birge</sup> ~~Fountain~~ Boards

References:

1. John Kienbaum Phone: <sup>262-</sup> 903-8855  
thru 89  
Whitewater

2. Marjorie Behm Phone: 920 728-0926  
155 Hyper Ln  
White

Return this form to:  
City Clerk  
312 W. Whitewater Street  
Whitewater, WI 53190  
msmith@ci.whitewater.wi.us

\_\_\_\_\_  
Signature

Revised 3/18/05

**CITIZEN SERVICE INFORMATION FORM**

Name (Print): SMITH TERI  Date: 24 April 2015  
Last First Middle

Home Address: 1155 W BLACK HAWK DR W106 Whitewater

Business Name: BLACKHAWK MAJIC APARTMENTS

Business Address: 1155 W BLACK HAWK DR Whitewater

Telephone (Home): 920 650 0352 (Work): 262 473-2259

E-mail address: teri.smith225@gmail.com

Which Boards, Commissions, and/or Committees interest you?

URBAN FORESTRY BOARD

Please give a brief overview of your background, experience, interest, or concerns in the above areas:

Having been a member of the Parks & Recreation Board I had the opportunity to work with Chuck Niss & the UF members and both Chuck and I feel I would be a good R.T for the board. Keeping Whitewater a beautiful city is my primary interest.

References:

1. DAJMI WIEDENHOFF Phone: 608-449-8811  
Whitewater

2. Amanda Pete Phone: 920-723-4307  
Whitewater

Return this form to:  
City Clerk  
312 W. Whitewater Street  
Whitewater, WI 53190  
msmith@whitewater-wi.gov

  
Signature

To: City Council & City Manager

From: Doug Saubert, Finance Director

Date: April 28, 2015

Re: Summary/Narrative of 1<sup>st</sup> Quarter 2015

Attached is a summary report which compares the 1<sup>st</sup> quarter 2015 with the 1<sup>st</sup> quarter of 2014. I included the general fund, water, wastewater, & stormwater utility. Most of the narrative will be spent on major revenue revenue/expense items in the general fund.

Overview: Overall, the general & utility funds have shown improvement when compared to the 1<sup>st</sup> quarter of 2014.

Comments:

**General Fund-100: Revenues**

**Intergovernmental Revenues:**

Transportation Aids will be \$1,075 less than anticipated-total of \$715,026

MOU-Dispatch Services-University-in process-budgeted amount is \$169,553

University Services will be \$59,207 less than budgeted –total of \$302,642. This is due to a lower prorated distribution factor of 42.08% & and over estimate for 2015 based on the 2014 distribution. The 2016 distribution will be substantially higher due to the purchase of new ambulance-paid for in 2014-delivery in May, 2015. The University Services payment is on a 2 year delay.

**Fines & Forfeitures:**

Ordinance Violations are higher by \$27,613-62% higher when compared to 2014. The amounts collected in 2015 should show further improvement due to the in progress conversion on all unpaid citations being placed with the State of Wisconsin Debt Collection Service. The State of Wisconsin has additional collection tools that are unavailable to traditional collection services. The Court Clerk and Municipal Judge are coordinating the conversion.

Parking Violations slightly higher than 2014. Above anticipated % of budget.

**Public Charges for Services:**

Ambulance-\$27,339(25%) higher than 2014. Total of \$134,603. On track with budget.

Budget for 2015 is \$558,204.

## General Fund-100: Expenditures

Legislative: Higher(\$14,278) due to timing of payment made to the Whitewater Chamber for the 1<sup>st</sup> qtr room tax; increased the payment made to Downtown-Whitewater by \$2,500 in 2015.

Facilities Maintenance-Lower (\$33,121) in 2015 due to elimination of the \$40,000 capital lease payment; also lag in receiving invoices from the janitorial services.

Police Patrol: Higher (\$17,330) due to being fully staffed for the 1<sup>st</sup> qtr of 2015 vs. the 1<sup>st</sup> qtr of 2014.

Police Investigation: Lower (\$14,263) due to 2015 contract; less overtime for 2015; employee's health insurance; personal changes.

Crossing Guards: Lower (\$9,307) due to the school district taking over the program.

Fire Department: Higher (\$12,611) due to building repairs (door panels/overhead door openers); maintenance of vehicles; operating supplies & capital equipment. Positive trends in payroll, professional development & fire equipment repairs vs. 2014.

Rescue Service (Ambulance): Higher (\$39,986) due to correction to the LOSA program active membership program (\$17,860); payroll (\$4,420); operating supplies (\$6,343); equipment (\$6,537).

Communication/Dispatch: Higher due to payroll related expenses (\$19,714).

Shop/Fleet Operations: Higher due to repair of police vehicles (\$4,323); vehicle repair parts (\$3,085); wages (\$3,089).

Park Maintenance: Higher due to payroll expenses & unemployment compensation (\$11,383).

Street Maintenance: Higher due to insurance reimbursement received in 2014 of \$10,600. Also higher payroll related expenses (\$16,893).

Snow & Ice: Substantially lower due to the mild winter months of January & February (\$37,165).

Street Lights: Higher (\$18,478) due to timing of payments for street light electricity billings from WE Energies. This will self correct by year end.

Recreation Administration: Higher (\$12,087) due to changes made in the allocation of payroll between recreation related activities. This was expected & budgeted accordingly.

Recreation Programs: Lower (\$10,376) due to changes made in the allocation of payroll between recreation related activities. This was expected & budgeted accordingly.

Planning: Higher (\$8,569) timing of billings from vendors in 2014 plus expenses of title work in the business park (\$3,000).

#### Water Utility:

Revenues- sales are as expected. Comparable to 2014.

Expenses-lower overall by (\$32,524) when compared to 2014. This is primarily due to the mild winter with service maintenance required(\$10,906) plus the change out of meters with the 2015 service being paid in April vs. the 2014 service paid in March. All other expenses are as expected.

#### Wastewater Utility:

Revenues-higher (\$31,440) due to rate increase which went into effect on July 1, 2014.

Expenses-higher due to professional services contract with Donohue for the wastewater treatment plant improvements. Total contract is for \$1,302,100. Amount paid in the 1<sup>st</sup> qtr of 2015 equals \$128,183. Total paid inception thru March 31 equals \$569,960. The total contracted amount of \$1,302,100 will be reimbursed to the utility upon the closing of the Clean Water Fund Loan. All other expenses are as expected.

#### Stormwater Utility:

Revenues-higher (\$16,136) due to rate increase that went into effect on July 1, 2014. This rate adjustment was necessary to cover the debt service for the Basin 15 & Woodland Drive improvements.

Expenses-lower due to reversal of retainage due to Forrest Landscaping on the Eastgate project. The retainage will be paid upon final acceptance of the project which should occur in the 2<sup>nd</sup> qtr of 2015.

Administration/General expenses are higher due to budgeted debt service payment of \$18,402 in 2015. The debt service payment was \$5,417 in 2014. Insurance expenses are higher due to increases in liability insurance premiums plus an increase in the % used to insure the stormwater utility.

**Miscellaneous Items:**

**Investments:**

Held by the three local banks-Commercial, Associated, and First Citizens. Interest rates range from .06% to .20% for daily operating funds to .45% to .60% for cd's depending on the length of the term. Currently we are looking to purchase cd's from Commercial and First Citizens for various terms with funds currently held by Associated Bank.

**Insurance items/accidents:**

1/3/15-snowplow hit parked car-repair cost to vehicle was \$1,496.

1/5/15-tree hit by vehicle on Franklin St. Cost estimate of \$600. Driver was insured.

1/24/2015-Mercy Hospital Emergency overhead door hit by our ambulance. Liability claim under our \$25,000 deductible. Cost of repair was \$5,200.

3/22/15-fire dept. tanker truck damaged while backing up into bay. Subject to \$1000 deductible. Damage estimate is \$15,093.58.

3/28/15-2 benches & bike rack-uninsured driver-estimate of \$4,653. Subject to our \$5,000 ded.

CITY OF WHITEWATER  
FUND SUMMARY  
FOR THE 3 MONTHS ENDING MARCH 31, 2015

GENERAL FUND

	YTD ACTUAL	PRIOR YTD ACTUAL	VARIANCE	PCNT
<u>REVENUE</u>				
TAXES	2,016,619.39	2,065,134.21	48,514.82	97.7
SPECIAL ASSESSMENTS	3,515.00	715.00	( 2,800.00)	491.6
INTERGOVERNMENTAL REVENUE	483,954.39	529,797.22	45,842.83	91.4
LICENSES & PERMITS	11,798.36	13,145.18	1,346.82	89.8
FINES & FORFEITURES	107,054.41	73,027.80	( 34,026.61)	146.6
PUBLIC CHARGES FOR SERVICE	183,654.63	163,849.45	( 19,805.18)	112.1
MISCELLANEOUS REVENUE	10,046.44	9,892.05	( 154.39)	101.6
TOTAL FUND REVENUE	2,816,642.62	2,855,560.91	38,918.29	98.6

EXPENDITURES

LEGISLATIVE	34,306.42	20,028.16	( 14,278.26)	171.3
CONTINGENCIES	21.09	8,512.37	8,491.28	.3
COURT	13,753.93	14,278.14	524.21	96.3
LEGAL	21,846.45	17,360.23	( 4,486.22)	125.8
GENERAL ADMINISTRATION	85,862.15	87,767.65	1,905.50	97.8
INFORMATION TECHNOLOGY	58,994.73	62,112.37	3,117.64	95.0
FINANCIAL ADMINISTRATION	39,575.46	41,021.85	1,446.39	96.5
INSURANCE/RISK MANAGEMENT	91,233.86	90,552.96	( 680.90)	100.8
FACILITIES MAINTENANCE	79,514.00	112,634.79	33,120.79	70.6
POLICE ADMINISTRATION	128,363.42	135,504.91	7,141.49	94.7
POLICE PATROL	380,615.83	363,285.96	( 17,329.87)	104.8
POLICE INVESTIGATION	83,895.14	98,158.53	14,263.39	85.5
CROSSING GUARDS	.00	9,307.58	9,307.58	.0
COMMUNITY SERVICE PROGRAM	6,484.08	3,995.10	( 2,488.98)	162.3
FIRE DEPARTMENT	62,573.66	49,962.48	( 12,611.18)	125.2
CRASH CREW	1,433.45	1,747.52	314.07	82.0
RESCUE SERVICE (AMBULANCE)	129,811.38	89,825.84	( 39,985.54)	144.5
NEIGHBORHOOD SERVICES	35,115.19	28,834.91	( 6,280.28)	121.8
EMERGENCY PREPAREDNESS	651.18	117.70	( 533.48)	553.3
COMMUNICATIONS/DISPATCH	139,622.96	119,150.75	( 20,472.21)	117.2
DPW/ENGINEERING DEPARTMENT	6,177.18	5,655.73	( 521.45)	109.2
SHOP/FLEET OPERATIONS	47,427.69	36,405.98	( 11,021.71)	130.3
PARK MAINTENANCE	41,120.92	27,704.67	( 13,416.25)	148.4
STREET MAINTENANCE	100,567.57	81,282.68	( 19,284.89)	123.7
SNOW AND ICE	84,918.65	122,083.13	37,164.48	69.6
STREET LIGHTS	61,571.52	43,094.00	( 18,477.52)	142.9
YOUNG LIBRARY BUILDING	13,389.05	15,081.75	1,692.70	88.8
PARKS ADMINISTRATION	10,065.16	5,141.12	( 4,924.04)	195.8
RECREATION ADMINISTRATION	39,098.60	27,011.75	( 12,086.85)	144.8
RECREATION PROGRAMS	3,977.53	14,353.46	10,375.93	27.7
SENIOR CITIZEN'S PROGRAM	14,654.20	18,287.42	3,633.22	80.1
CELEBRATIONS	50.00	945.50	895.50	5.3
COMM BASED CO-OP PROJECTS	78,000.00	75,000.00	( 3,000.00)	104.0
PLANNING	34,687.24	26,117.80	( 8,569.44)	132.8

CITY OF WHITEWATER  
 FUND SUMMARY  
 FOR THE 3 MONTHS ENDING MARCH 31, 2015

GENERAL FUND

	YTD ACTUAL	PRIOR YTD ACTUAL	VARIANCE	PCNT
TRANSFERS TO OTHER FUNDS	201,500.00	340,000.00	138,500.00	59.3
TRANSFER TO DEBT SERVICE	115,189.88	75,916.25	( 39,273.63)	151.7
TOTAL FUND EXPENDITURES	2,246,069.57	2,268,241.04	22,171.47	99.0
NET REVENUE OVER EXPENDITURES	570,573.05	587,319.87	16,746.82	97.2

CITY OF WHITEWATER  
FUND SUMMARY  
FOR THE 3 MONTHS ENDING MARCH 31, 2015

WATER UTILITY FUND

	YTD ACTUAL	PRIOR YTD ACTUAL	VARIANCE	PCNT
<u>REVENUE</u>				
WATER SALES REVENUE	394,528.99	401,422.51	6,893.52	98.3
MISCELLANEOUS WATER REVENUE	2,137.75	7,498.12	5,360.37	28.5
TOTAL FUND REVENUE	396,666.74	408,920.63	12,253.89	97.0
<u>EXPENDITURES</u>				
SOURCE OF SUPPLY	10,336.75	9,191.44 (	1,145.31)	112.5
PUMPING OPERATIONS	43,511.34	34,207.94 (	9,303.40)	127.2
WTR TREATMENT OPERATIONS	7,429.21	7,171.20 (	258.01)	103.6
TRANSMISSION	195.36	192.87 (	2.49)	101.3
RESERVOIRS MAINTENANCE	11,005.21	11,306.72	301.51	97.3
MAINS MAINTENANCE	6,187.78	15,106.18	8,918.40	41.0
SERVICES MAINTENANCE	5,861.82	16,768.21	10,906.39	35.0
METERS MAINTENANCE	2,839.28	20,749.05	17,909.77	13.7
HYDRANTS MAINTENANCE	102.34	332.20	229.86	30.8
METER READING	466.61	511.21	44.60	91.3
ACCOUNTING/COLLECTION	9,252.46	10,713.54	1,461.08	86.4
CUSTOMER ACCOUNTS	2,449.57	2,787.51	337.94	87.9
ADMINISTRATIVE	21,477.52	20,548.00 (	929.52)	104.5
OFFICE SUPPLIES	1,613.03	1,708.91	95.88	94.4
OUTSIDE SERVICES EMPLOYED	840.00	1,579.00	739.00	53.2
INSURANCE	14,879.00	12,368.30 (	2,510.70)	120.3
EMPLOYEE BENEFITS	36,276.37	34,171.50 (	2,104.87)	106.2
EMPLOYEE TRAINING	.00	516.89	516.89	.0
TRANSPORTATION	662.39	260.07 (	402.32)	254.7
GENERAL PLANT MAINTENANCE	24,119.32	25,584.58	1,465.26	94.3
CAP OUTLAY/CONSTRUCT WIP	18,349.53	28,719.52	10,369.99	63.9
DEBT SERVICE	31,931.38	27,815.63 (	4,115.75)	114.8
TOTAL FUND EXPENDITURES	249,786.27	282,310.47	32,524.20	88.5
NET REVENUE OVER EXPENDITURES	146,880.47	126,610.16 (	20,270.31)	116.0

CITY OF WHITEWATER  
 FUND SUMMARY  
 FOR THE 3 MONTHS ENDING MARCH 31, 2015

WASTEWATER UTILITY

	YTD ACTUAL	PRIOR YTD ACTUAL	VARIANCE	PCNT
<u>REVENUE</u>				
WASTEWATER SALES REVENUES	571,815.25	545,285.85	( 26,529.40)	104.9
MISCELLANEOUS REVENUE	6,089.24	1,178.34	( 4,910.90)	516.8
TOTAL FUND REVENUE	577,904.49	546,464.19	( 31,440.30)	105.8
<u>EXPENDITURES</u>				
ADMINISTRATIVE EXPENSES	74,161.22	79,446.98	5,285.76	93.4
SUPERVISORY/CLERICAL	219,154.94	98,676.50	( 120,478.44)	222.1
COLLECTION SYS OPS & MAINT	26,885.60	19,449.37	( 7,436.23)	138.2
TREATMENT PLANT OPERATIONS	84,567.86	102,089.09	17,521.23	82.8
TREATMENT EQUIP MAINTENANCE	24,495.56	19,124.16	( 5,371.40)	128.1
BLDG/GROUNDS MAINTENANCE	17,001.60	16,572.58	( 429.02)	102.6
LABORATORY	16,521.13	11,906.38	( 4,614.75)	138.8
POWER GENERATION	963.90	3,057.72	2,093.82	31.5
SLUDGE APPLICATION	3,852.42	6,275.38	2,422.96	61.4
TOTAL FUND EXPENDITURES	467,604.23	356,598.16	( 111,006.07)	131.1
NET REVENUE OVER EXPENDITURES	110,300.26	189,866.03	79,565.77	58.1

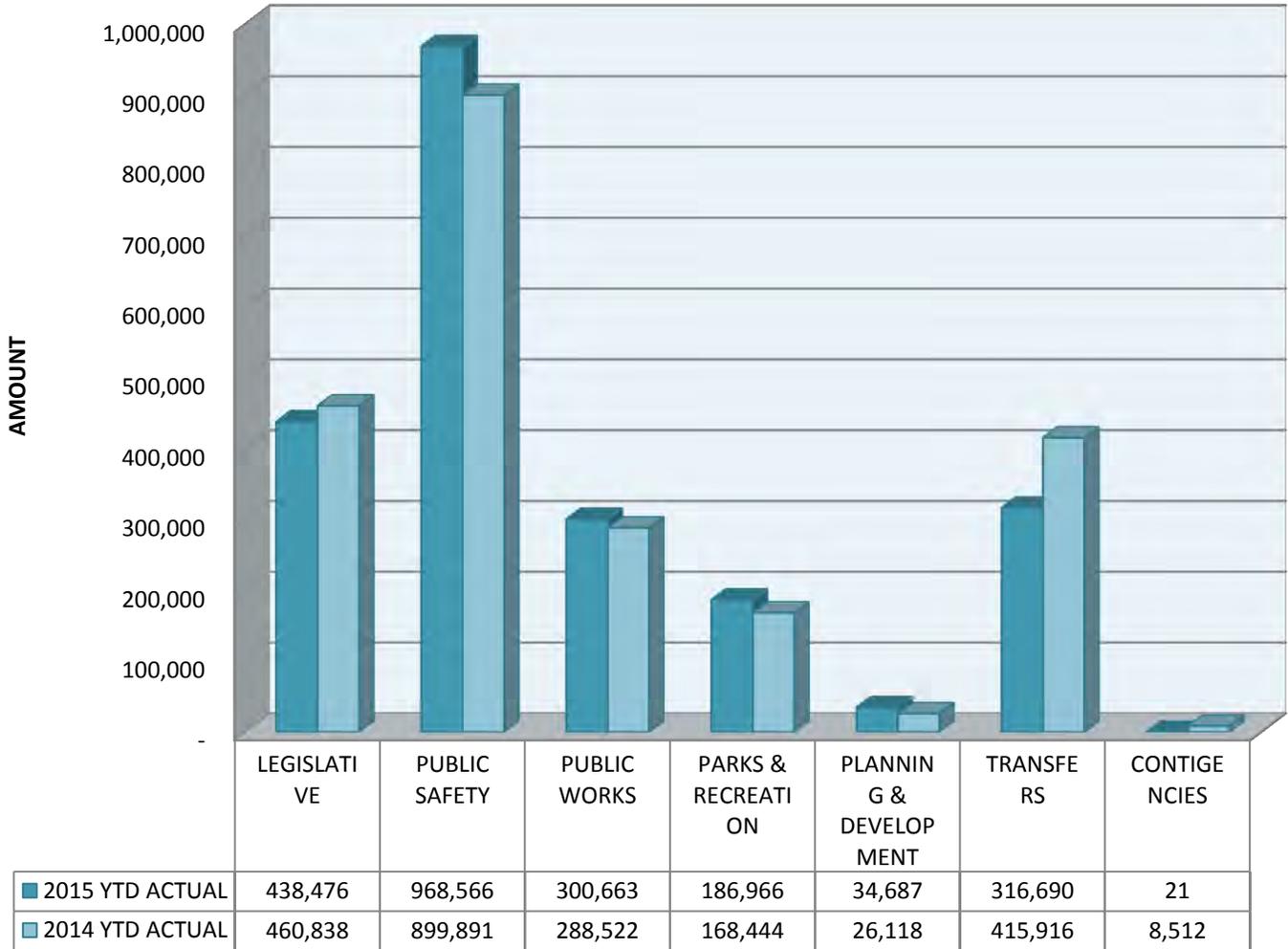
CITY OF WHITEWATER  
 FUND SUMMARY  
 FOR THE 3 MONTHS ENDING MARCH 31, 2015

WASTEWATER UTILITY

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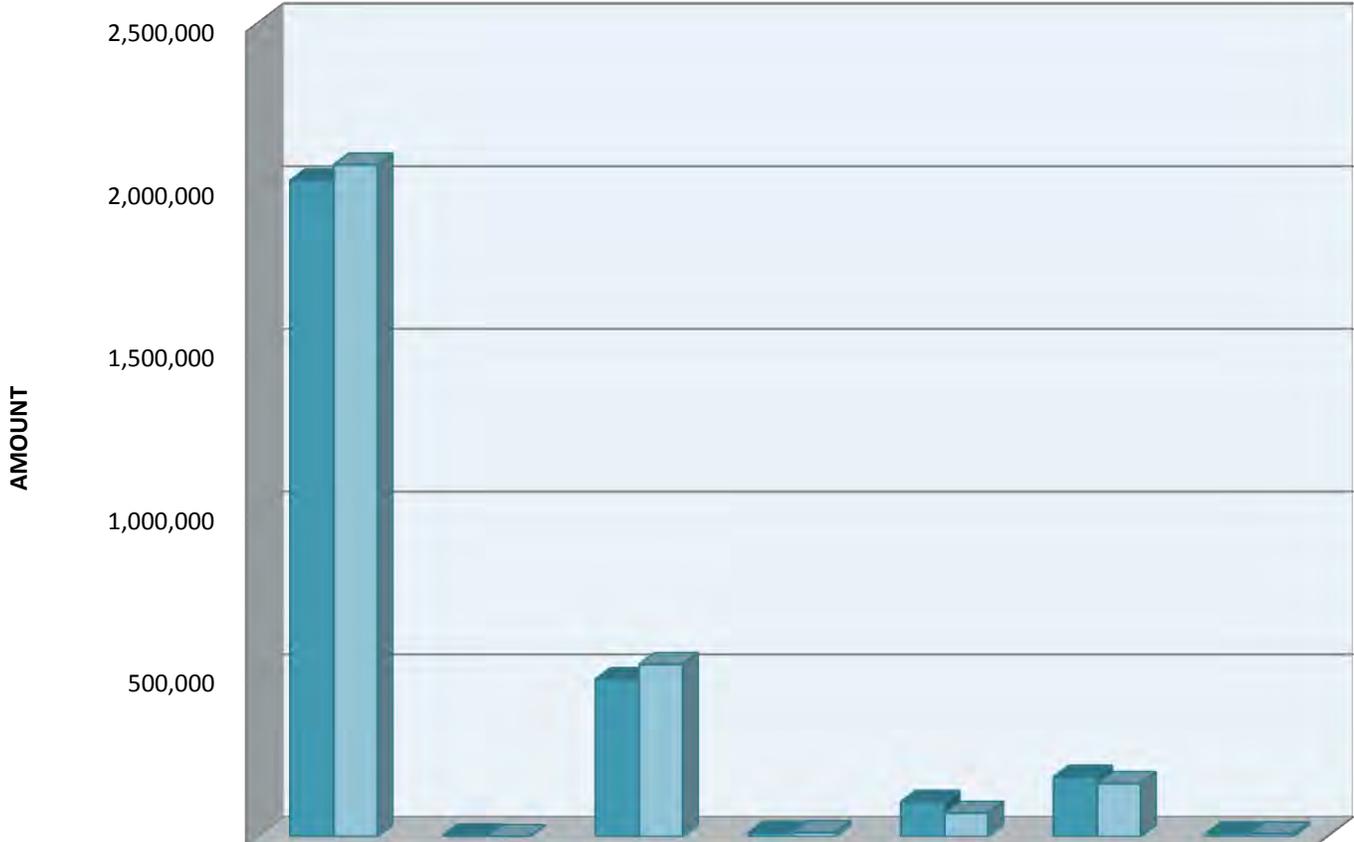
**CITY OF WHITEWATER  
GENERAL FUND SUMMARY  
FOR THE 3 MONTHS ENDING MARCH 31, 2015**

**EXPENSES**



**CITY OF WHITEWATER  
GENERAL FUND SUMMARY  
FOR THE 3 MONTHS ENDING MARCH 31, 2015**

**REVENUE**



	TAXES	SPECIAL ASSESSMENTS	INTERGOVERNMENTAL REVENUE	LICENSES & PERMITS	FINES & FORFEITURES	PUBLIC CHARGES FOR SERVICE	MISCELLANEOUS REVENUE
2015 YTD ACTUAL	2,016,619	3,515	483,954	11,798	107,054	183,655	10,046
2014 YTD ACTUAL	2,065,134	715	529,797	13,145	73,028	163,849	9,892



*City of Whitewater Council Agenda Item Information Sheet*

MEETING DATE: 05/05/15

ITEM: **Library Board Fund 220 Transfer-in**

PRESENTER: **City Manager**

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

**SUMMARY OF ITEM BEING PRESENTED:**

**The Library Board has requested payment for rent revenues received on the house located at 413 W. Center Street. The house was purchased on July 31, 1997 in preparation for the future expansion of the Irvin L. Young Memorial Library. The mortgage for the property was paid off in the summer of 2007.**

**History: The purchase price for the property was \$115,750. At the time of the purchase, the General Fund provided \$500 toward the down payment with the Library Board providing an additional \$25,000 for the purchase. The City took out a mortgage with First Citizens State Bank for the remaining \$90,174.23. Shortly after the purchase, the house was rented at a rate of \$750/month. Monthly rent was documented as revenue to the General Fund. Mortgage payments for the property were included in the debt service levy in December 1997 and remained part of the debt service levy until the mortgage was fully repaid in 2007. Rents received were used to cover the debt service cost.**

**In November, 2003 the mortgage was refinanced with First Citizens State Bank at a lower interest rate of 3%. The amount refinanced was \$70,584.36. In March, 2005, the city approved payment of the Library's unspent operating budget allocation (\$19,958.61) toward the principle balance of the mortgage. The remaining mortgage on the property was paid off in July of 2007 with funds provided by the Library Board (Fund 220).**

**From August 2007 until now, rent revenue from 413 W. Center Street has been deposited in the General Fund. Recently, the Library Board sent a formal request for the reallocation of rent revenues to Fund 220. These funds would then be used at the Libraries discretion for costs associated with the future expansion of the library building.**

**The Department of Public Instruction (DPI) and the city attorney have confirmed that all rents and expenses associated with the property are the responsibility of the Library Board.**

**The net rental revenue due to the Library Board from rents received from August 2007 thru December 2014 is \$46,781. An additional \$3,600 in rent has been collected in 2015. Rent revenue will be deposited directly into Fund 220 beginning in May 2015. Expenses related to the property will also be paid out of Fund 220.**

**Please note that prior to the transfer, the net revenue for 2015 will be adjusted to reflect payment of the property insurance premium attributed to the 413 W. Center Street property from August 2007 to April 2015. This amount, not yet calculated, is expected to be less than \$1,500 in total.**

**BUDGET IMPACT, IF ANY: The impact will be a \$46,781 draw from Contingencies in 2015. The \$3,600 in rent collected so far this year will be correctly allocated to Fund 220 via journal entries.**

**STAFF RECOMMENDATION: This change is being made to comply with legal requirements. As such, staff is not seeking an official approval at this time, but is providing this information to the Common Council.**

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

**Letter of Request from Library Board President, Anne Hartwick  
Text from Section 43 of Wisconsin State Statutes**

**FOR MORE INFORMATION CONTACT:**

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



# Irvin L. Young Memorial Library

April 21, 2015

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

Dear Cameron,

On behalf of the Irvin L. Young Memorial Library Board of Trustees, I want to thank you for all of your support for the library. We appreciate your recent visit to our library board meeting and we want you to know that you are welcome anytime.

I am following up to a letter sent to Doug Saubert, Finance Director, on February 17, 2015. At that time, we requested the City cut a check in the amount of \$46,781 as detailed in his report on January 16, 2015 which outlined the revenue in rental income and expenses from the property at 413 W. Center Street. This property was purchased for the express purpose of acquiring the land for the Library's proposed building expansion.

We were notified last night during our library board meeting by our Treasurer, Sharon Knight, that she has not yet received the check.

We were hoping to be able to add this money to our accounts as soon as possible as we are now embarking on our next phase of the library expansion. We are counting on this rental income to finance this important work.

We would like to receive this money before our next board meeting on May 18. Thank you for expediting this for us.

Again, thank you for your help and your continued support!

Anne Hartwick, President  
Irvin L. Young Memorial Library  
Board of Trustees

431 West Center Street - Whitewater, WI 53190  
262.473.0530 - whitewaterlibrary.org

In my informal estimation, I think the key elements are in s. 43.58(1):

The library board shall have exclusive control of the expenditure of all moneys collected, donated or appropriated for the library fund, and of the purchase of a site and the erection of the library building whenever authorized. The library board also shall have exclusive charge, control and custody of all lands, buildings, money or other property devised, bequeathed, given or granted to, or otherwise acquired or leased by, the municipality for library purposes.

And s. 43.58(7)(a):

(a) All persons wishing to make donations of property for the benefit of a public library may vest the title thereto in the library board, to be held and controlled by the board, when accepted, according to the terms of the deed of gift, devise or bequest. As to such property the board shall be deemed special trustees.

If the library board uses the donations to purchase property, it would have control of that property and benefit from any revenue generated, despite the fact that the city must hold the deed. City appropriations for the library as well as donations to the library, must be used for library purposes. To purchase land with library funds then lease the property and put the rent in the city's general fund runs counter to the financial control afforded the library.

John DeBacher  
Consultant-Public Library Administration  
[john.debacher@dpi.state.wi.us](mailto:john.debacher@dpi.state.wi.us)  
(608) 266-7270

VF work

BRC FINANCIAL SYSTEM  
1/29/98 7:49:03  
LEVEL OF DETAIL 1.0 THRU 3.0

Expenditure Guideline  
FOR THE PERIOD(S) JAN 01, 1997 THROUGH DEC 31, 1997

CITY OF WHITEWATER  
GL520R-V05.00 PAGE 29

	REVISED BUDGET	ENCUMBERED	ACT MTD POSTED AND IN PROCESS	ACT YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT	
10	GENERAL FUND						
5512	YOUNG LIBRARY BUILDING						
6111	SALARIES/PERMANENT	11,849.00	0.00	572.34	8,186.43	3,662.57	69
6112	SALARIES/OVERTIME	0.00	0.00	0.00	140.67	140.67	999
6117	LONGEVITY PAY	80.00	0.00	0.00	91.54	11.54	114
6118	UNIFORM ALLOWANCES	50.00	0.00	0.00	20.87	29.13	41
6150	MEDICARE TAX/CITY SHARE	173.00	0.00	6.84	120.63	52.37	69
6151	SOCIAL SECURITY/CITY SHARE	740.00	0.00	35.47	521.92	218.08	70
6152	RETIREMENT	1,515.00	0.00	72.30	1,057.10	457.90	69
6153	HEALTH INSURANCE	2,527.00	0.00	210.58	2,526.95	0.05	99
6155	WORKERS COMPENSATION	444.00	0.00	16.27	283.83	160.17	63
6156	LIFE INSURANCE	4.00	0.00	0.23	4.49	0.49	112
6221	WATER & SEWER	900.00	0.00	272.82	1,025.77	125.77	113
6222	ELECTRICITY	16,000.00	0.00	994.99	13,656.51	2,343.49	85
6224	GAS	7,500.00	0.00	0.00	4,367.63	3,132.37	58
6225	TELEPHONE	200.00	0.00	7.56	92.12	107.88	46
6226	MORTGAGE PAYMENTS-MONTHLY	0.00	0.00	585.19	2,925.95	2,925.95	999
6227	RENTAL EXPENSES	0.00	0.00	0.00	51.44	51.44	999
6244	BUILDING HEATING & AIR CONDI	4,000.00	0.00	9,851.75	18,732.34	14,732.34	468
6245	BUILDING REPR/MTN	2,000.00	0.00	0.00	1,311.70	688.30	65
6246	JANITORIAL SERVICES	11,000.00	0.00	1,341.46	12,947.69	1,947.69	117
6294	GROUNDS MAINTENANCE	2,000.00	0.00	0.00	0.00	2,000.00	0
6355	BLDG MTN REPR SUPP	2,600.00	0.00	159.38	2,626.95	26.95	101
6805	LAND/REAL ESTATE PURCHASE	115,174.23	0.00	0.00	115,174.23	0.00	100
TOTAL:	YOUNG LIBRARY BUILDING	178,756.23	0.00	14,127.18	185,866.76	7,110.53	103

Capital 115,174.23  
Billed 8,850



*City of Whitewater Council Agenda Item Information Sheet*

MEETING DATE: **05/05/15**

ITEM: **Joint Common Council CDA Meeting**

PRESENTER: **City Manager**

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

**SUMMARY OF ITEM BEING PRESENTED:**

**The CDA recently discussed their desire to convene jointly with the Common Council to discuss the current status of the City's Tax Increment Districts (TIDs). The CDA Director and City Manager have also discussed the need to meet jointly on this topic and would request feedback from the Common Council regarding an interest in meeting together and availability of Common Council members for a meeting.**

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

STAFF RECOMMENDATION: **Staff would recommend a separate meeting be held outside of the regular meeting schedule.**

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

**CDA Director Memo**

FOR MORE INFORMATION CONTACT:

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

# Memorandum

To: Cameron Clapper  
City Manager

From: Patrick Cannon  
Executive Director

Re: TIF Districts

Date: April 29, 2015

As a follow up to my prior memo regarding the TIF districts, I wanted to elaborate on the concepts that I feel need to be addressed. These would be some of the discussion points for our joint meeting. These comments all pertain to districts 5-9.

1. TIF Background information
  - a. Map
  - b. Expenses
  - c. Revenues
  - d. Financial solvency
  - e. Time line
    - i. Expenditure period
    - ii. End of TIF as required by Statute
2. Available TIF incentives
  - a. Land write downs.
  - b. Pay-go TIF incentives
  - c. Upfront TIF incentives
  - d. Acceptable parameters for the use of incentives
3. Current status of the districts – This would include the current financial status of the district and any future debt requirements previously agreed upon.
4. Reviews of approved Project Plans – The original plans were developed in 2007. They should be reviewed and updated based upon the current projected growth patterns within the City. Please note that any amendment to the approved plans will most likely require a Joint Review Board meeting and subsequent approval.
  - a. Include funding authority within the Project Plans to allow for economic development incentives.
  - b. Discuss with property owners on their current plans and projections
  - c. Develop a Capital Projects Plan and funding options.
  - d. Staff and Consultants to develop a cost estimate of public improvements
  - e. Work with the City's Financial Advisor to determine the financial viability of the plans.

5. Discuss if a Joint Review Board will be needed and establish a time table for amending the TIFs

I don't have any costs associated with these ideas yet. Most of the cost will be in staff time until we start to use third parties to assist with the analysis.

Please let me know if this additional information is what you were looking for.



*City of Whitewater Council Agenda Item Information Sheet*

MEETING DATE: **05/05/15**

ITEM: **Service Line Warranty Program Agreement**

PRESENTER: **City Manager**

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

**SUMMARY OF ITEM BEING PRESENTED:**

**Staff recently met with a representative of The National League of Cities (NLC) and Utility Service Partners, Inc. (USP) to learn about a service line warranty program which would provide residents with an affordable service line insurance program. Many property owners are unaware of their responsibility to cover the cost of repairs to their water or sewer laterals. Many homeowner insurance plans also omit service line coverage. This program would cover the insurance gap between the publicly owned infrastructure under the street and the homeowner coverage of the home itself.**

**The following bullets provide additional detail related to the program:**

- 1. The program comes at no cost to the Municipality.**
- 2. The program is voluntary for all residents.**
- 3. Initial rate for sanitary sewer line coverage is \$7.75/month (\$88.00 annually)**
- 4. Initial rate for water line coverage is \$5.75/month (\$64.00 annually)**
- 5. USP will administer marketing, claim management, and billing for the program.**
- 6. Potential reduction in the cost of utility operations as a result of improved/repaired service lines.**
- 7. Requires the City provide a letter, including logo, to property owners explaining the program and the City's endorsement.**

**Staff had the opportunity to exhaust all questions and concerns related to the program with the USP/NLC representative last week. Staff has also reviewed the proposed agreements and contacted participating municipalities for further information.**

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

**STAFF RECOMMENDATION: Staff would recommend approval of either the royalty or non-royalty agreement with Utility Service Partners D/B/A Service Line Warranties of America.**

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

**Service Line Warranties of America Agreement (Non-Royalty Version)**

**Service Line Warranties of America Agreement (Royalty Version)**

**Informational Materials**

**FOR MORE INFORMATION CONTACT:**

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

**SEWER AND WATER LINE MARKETING LICENSE AGREEMENT BETWEEN THE  
CITY OF WHITEWATER, WISCONSIN, AND UTILITY SERVICE PARTNERS  
PRIVATE LABEL, INC. D/B/A SERVICE LINE WARRANTIES OF AMERICA**

This SEWER AND WATER LINE MARKETING LICENSE AGREEMENT ("Agreement") entered into as of [\_\_\_\_\_, 20\_\_] ("Effective Date"), by and between the City of Whitewater, Wisconsin ("City"), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("SLWA"), herein collectively referred to singularly as "Party" and collectively as the "Parties".

**RECITALS:**

**WHEREAS**, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners ("Residential Property Owner"); and

**WHEREAS**, City desires to offer Residential Property Owners the opportunity, but not the obligation, to purchase a service line warranty ("Warranty"); and

**WHEREAS**, SLWA is the administrator of the National League of Cities Service Line Warranty Program and has agreed to provide the Warranty to Residential Property Owners subject to the term and conditions contained herein; and

**NOW, THEREFORE**, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

**AGREEMENT**

- 1. Purpose.** City hereby grants to SLWA the right to offer the Warranty to Residential Property Owners subject to the terms and conditions herein.
- 2. Grant of License.** City hereby grants to SLWA a non-exclusive license ("License") to use City's name and logo on letterhead, bills and marketing materials to be sent to Residential Property Owners from time to time, and to be used in advertising, all at SLWA's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. City agrees that it will not extend a similar license to any competitor of SLWA during the term of this Agreement.

**3. Term.** The term of this Agreement ("Term") shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms ("Renewal Term") unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that SLWA is in material breach of this Agreement, the City may terminate this Agreement thirty (30) days after giving written notice to SLWA of such breach, if said breach is not cured during said thirty (30) day period. SLWA will be permitted to complete any marketing initiative initiated or planned prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate. During the Term, SLWA shall conduct a Spring and Fall campaign each year in accordance with the schedules set forth in Exhibit A. The pricing for each such campaign shall be in accordance with Exhibit A attached hereto.

**4. Indemnification.** SLWA hereby agrees to protect, indemnify, and hold the City, its elected officials, officers, employees and agents (collectively or individually, "Indemnitee") harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs (individually or collectively, "Claim"), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of the SLWA or its officers, employees, contractors, subcontractors, agents or anyone who is directly or indirectly employed by, or is acting in concert with, the SLWA or its officers, its employees, contractors, subcontractors, or agents in the performance of this Agreement; provided that the applicable Indemnitee notifies SLWA of any such Claim within a time that does not prejudice the ability of SLWA to defend against such Claim. Any Indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

**5. Notice.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

**To:** City:  
ATTN: Cameron Clapper  
City of Whitewater  
312 W. Whitewater St.  
Whitewater, WI 53190  
Phone (262) 473-0101

**To:** SLWA:  
ATTN: Vice President, Business Development  
Utility Service Partners Private Label, Inc.  
11 Grandview Circle, Suite 100  
Canonsburg, PA 15317  
Phone: (724) 749-1003

**6. Modifications or Amendments/Entire Agreement.** Any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that Party.

**7. Assignment.** This Agreement and the License granted herein may not be assigned by SLWA without the prior written consent of the City, such consent not to be unreasonably withheld.

**8. Counterparts/Electronic Delivery.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

**9. Choice of Law/Attorney Fees.** The governing law shall be the laws of the State of Wisconsin. In the event that at any time during the Term or any Renewal Term either Party institutes any action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, then the unsuccessful Party shall be responsible for the reasonable expenses of such action including reasonable attorney's fees, incurred therein by the successful Party.

**10. Incorporation of Recitals and Exhibits.** The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the day and year first written above.

**SEWER AND WATER LINE MARKETING LICENSE AGREEMENT BETWEEN THE CITY OF WHITEWATER AND UTILITY SERVICE PARTNERS PRIVATE LABEL, INC. D/B/A SERVICE LINE WARRANTIES OF AMERICA**

**CITY OF WHITEWATER**

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

**UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.**

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

Brad H. Carmichael, Vice President

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

Edwin F. Westfield, III, Chief Financial Officer

Exhibit A  
NLC Service Line Warranty Program  
City of Whitewater, WI  
Term Sheet  
March 2, 2015  
(Term Sheet valid for 90 days)

- I. Term of agreement
  - a. Initial term
    - i. Three years guaranteed (total of 6 campaigns)
- II. License Provisions
  - a. City logo on letterhead, advertising, billing, and marketing materials
  - b. Signature by City official
- III. Products offered
  - a. External sewer line warranty
  - b. External water line warranty
- IV. Scope of Coverage
  - a. External sewer line warranty
    - i. Scope is from the city main tap until line daylights inside home...of which includes the service line under the concrete floor. [Note: **If homeowner responsibility is different than this language, please advise.**]
  - b. External water line warranty
    - i. Scope is from the meter and/or curb box until it daylights inside home...of which includes the service line under the concrete floor. [Note: **If homeowner responsibility is different than this language, please advise.**]
- V. Marketing Campaigns – two seasonal campaigns per year (Spring and Fall)
  - a. 2014 Fall - Sewer
  - b. 2015 Spring - Water
  - c. 2015 Fall - Sewer
  - d. 2016 Spring - Water
  - e. 2016 Fall - Sewer
  - f. 2017 Spring - Water
- VI. Campaign Pricing
  - a. Sewer
    - i. Year 1 - \$7.25 per month; \$82.00 annually
    - ii. Year 2 - \$7.25 per month; \$82.00 annually (subject to annual review)
    - iii. Year 3 - \$7.25 per month; \$82.00 annually (subject to annual review)
  - b. Water
    - i. Year 1 - \$5.25 per month; \$58.00 annually
    - ii. Year 2 - \$5.25 per month; \$58.00 annually (subject to annual review)
    - iii. Year 3 - \$5.25 per month; \$58.00 annually (subject to annual review)

**SEWER AND WATER LINE MARKETING LICENSE AGREEMENT BETWEEN THE  
CITY OF WHITEWATER, WISCONSIN, AND UTILITY SERVICE PARTNERS  
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**RECITALS:**

**WHEREAS**, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners ("Residential Property Owner"); and

**WHEREAS**, City desires to offer Residential Property Owners the opportunity, but not the obligation, to purchase a service line warranty ("Warranty"); and

**WHEREAS**, SLWA is the administrator of the National League of Cities Service Line Warranty Program and has agreed to provide the Warranty to Residential Property Owners subject to the terms and conditions contained herein; and

**NOW, THEREFORE**, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

**AGREEMENT**

1. **Purpose.** City hereby grants to SLWA the right to offer the Warranty to Residential Property Owners subject to the terms and conditions herein.
2. **Grant of License.** City hereby grants to SLWA a non-exclusive license ("License") to use City's name and logo on letterhead, bills and marketing materials to be sent to Residential Property Owners from time to time, and to be used in advertising, all at SLWA's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. City agrees that it will not extend a similar license to any competitor of SLWA during the term of this Agreement.

**3. Term.** The term of this Agreement ("Term") shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms ("Renewal Term") unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that SLWA is in material breach of this Agreement, the City may terminate this Agreement thirty (30) days after giving written notice to SLWA of such breach, if said breach is not cured during said thirty (30) day period. SLWA will be permitted to complete any marketing initiative initiated or planned prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate. During the Term, SLWA shall conduct a Spring and Fall campaign each year in accordance with the schedules set forth in Exhibit A. The pricing for each such campaign shall be in accordance with Exhibit A attached hereto.

**4. Consideration.** As consideration for such license, SLWA will pay to City a License Fee of Fifty-Cents (\$.50) for each month a Warranty shall be in force (and for which payment is received by SLWA) for a Residential Property Owner ("License Fee") during the term of this Agreement. The first payment shall be due by January 30th of the year following the conclusion of first year of the Term. Succeeding License Fee payments shall be made on an annual basis throughout the Term and any Renewal Term, due and payable on January 30th of the succeeding year. Each License Fee payment herein shall be paid within thirty (30) days after it becomes due. SLWA shall include with each License Fee payment to City a statement signed by an SLWA corporate officer certifying the calculation of the License Fee. City will have the right, at its sole expense, to conduct an audit, upon reasonable notice and during normal business hours, of SLWA's books and records pertaining to any fees due under this Agreement while this Agreement is in effect and for one (1) year after any termination of this Agreement.

**5. Indemnification.** SLWA hereby agrees to protect, indemnify, and hold the City, its elected officials, officers, employees and agents (collectively or individually, "Indemnitee") harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs (individually or collectively, "Claim"), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of the SLWA or its officers, employees, contractors, subcontractors, agents or anyone who is directly or indirectly employed by, or is acting in concert with, the SLWA or its officers, its employees, contractors, subcontractors, or agents in the performance of this Agreement; provided that the applicable Indemnitee notifies SLWA of any such Claim within a time that does not prejudice the ability of SLWA to defend against such Claim. Any Indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

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City of Whitewater  
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Phone: (262) 473-0101

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ATTN: Vice President, Business Development  
Utility Service Partners Private Label, Inc.  
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**CITY OF WHITEWATER**

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

**UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.**

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

Brad H. Carmichael, Vice President

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

Edwin F. Westfield, III, Chief Financial Officer

Exhibit A  
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City of Whitewater, WI  
Term Sheet  
March 2, 2015  
(Term Sheet valid for 90 days)

- I. Term of agreement
  - a. Initial term
    - i. Three years guaranteed (total of 6 campaigns)
- II. Annual royalty – \$0.50 per month per paid warranty contract
  - a. City logo on letterhead, advertising, billing, and marketing materials
  - b. Signature by City official
- III. Products offered
  - a. External sewer line warranty
  - b. External water line warranty
- IV. Scope of Coverage
  - a. External sewer line warranty
    - i. Scope is from the city main tap until line daylights inside home...of which includes the service line under the concrete floor. [Note: **If homeowner responsibility is different than this language, please advise.**]
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  - b. Water
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    - ii. Year 2 - \$5.75 per month; \$64.00 annually (subject to annual review)
    - iii. Year 3 - \$5.75 per month; \$64.00 annually (subject to annual review)



Contact ID: 1234567

Re: Sewer Service Line Repair Coverage for [City] Homeowners

Reminder - Please disregard if you have already enrolled

Dear [Customer Name]:

Did you know that necessary repairs to the sewer line that runs between your home and the public utility connection are the responsibility of the homeowner? These lines have been subjected to the same elements that have caused our public service lines to decay – age, ground shifting, root invasion, fluctuating temperatures and more.

As a [City Name] homeowner and city official, I understand the importance of water conservation and protecting the environment. While efforts are underway in many communities to improve public water and sewer systems, these fixes don't address the sewer line located on your property. Homeowners can spend from hundreds to upwards of \$3,500 to repair a broken or leaking sewer line on their property – and that can be hard on a budget.

This is why I am pleased to introduce a new voluntary service line repair program which provides repair coverage for your outside sewer line, up to \$4,000 per incident with no deductibles. The Service Line Warranties of America (SLWA) Sewer Line Warranty Program is the only service line protection program for homeowners fully supported by [City Name] and endorsed by the National League of Cities. The program provides coverage 24 hours a day, 365 days a year.

SLWA, an independent organization, administers the program and is an accredited BBB organization with an A+ rating. SLWA has helped more than 100,000 homeowners across the country save over \$64 million in service line repair costs.

Pay just \$0.00 per month – a savings of more than XX% on the standard price, or save even more with an annual payment of \$0.00 – a savings of more than XX%. Plus, we'll waive the 30-day waiting period, so you'll get immediate coverage! To receive these benefits, enroll by [DATE].

Enroll in this optional program by returning the completed bottom portion of this letter in the enclosed envelope or call 1-800-000-000 to speak with an SLWA agent Monday through Friday 9:00 am to 5:00 pm. Or visit www.slwofa.com where you can enroll online – and learn about other service line warranty products available in your area!

Sincerely,

City Official Name
City Official Title

Complete warranty terms and conditions will be provided following enrollment. Program participation may be terminated at any time. You have 30 days from the date you enroll to receive a full refund. After 30 days, you will be reimbursed the pro rata share of any amount you paid for any portion of the warranty period subject to cancellation.

Cut here [LETTERCD]



John Smith
987 Main Street
Anytown, ST 12345
Contact ID: 1234567

To enroll or to view the Terms and Conditions, please visit www.slwofa.com.

Please mark your selection:

- Yes, please enroll me in the Sewer Line Warranty for just \$\_\_\_\_\_ per month.
I want to save more. Enroll me in the Sewer Line Warranty for \$\_\_\_\_\_ per year.

I certify to the best of my knowledge that my line is in good working order.

Signature: \_\_\_\_\_ Email: \_\_\_\_\_ Date: \_\_\_\_\_

To protect your privacy, we do not share your information.



## NLC Service Line Warranty Program Highlights

- Nearly 200 cities participating nationwide
- No cost to or liability for the city to participate
- Healthy, ongoing annual revenue stream for the city
- Educates homeowners about their lateral line responsibilities
- The only utility line warranty program endorsed by the National League of Cities (NLC)
- Utility Service Partners (USP) handles all marketing and management of the program
- 24/7/365 bilingual customer service
- All repairs performed to city code by local, licensed contractors
- Reduces calls from residents to City Hall for lateral water and sewer line issues
- Homeowner billed by NLC Service Line Warranty Program
- USP is a North Central Texas Council of Governments (NCTCOG) Shared Services Program Partner
- City provides residents an affordable solution that covers cost of repairs to water and sewer lines for which the homeowner is responsible
- Saved more than 60,000 homeowners across the country over \$45 million in utility line repair costs
- Public funds are not used in the marketing, distribution or administration of the NLC Service Line Warranty Program
- The NLC Service Line Warranty Program must be supported by the city into which it is being introduced before any warranty offer letters are mailed to homeowners in the community

### PARTICIPATING CITIES (SAMPLE OF OVER 200)

#### LARGE

Atlanta, GA  
Madison, WI  
Phoenix, AZ  
San Diego, CA

#### SMALL

Dayton, OH  
Northglenn, CO  
Franklin Park, IL  
Overland Park, KS

## NLC SERVICE LINE WARRANTY PROGRAM BENEFITS

### CITY

- Provides non-tax revenue stream without any investment
- Reduces calls to city/public works when a homeowner's line fails
- Contractors undergo rigorous vetting process to ensure repairs meet city code
- Reduces costs associated with sending public works to residents' homes to assess lateral line issues
- Keeps money in the local economy by using contractors in the metro area
- Contractors must be current with insurance and required licenses

### RESIDENTS

- Affordable utility line repair solution for families on a budget
- Educates homeowners about their service line responsibilities
- Prevents aggravation of having to find a reliable, reputable plumber
- Peace of mind – with one toll-free call, a plumber is dispatched
- Keeps money in the homeowner's pocket; without warranty, repairs cost \$1,300 to \$4,000 or more
- No service fees or deductibles, paperwork or forms to complete

## ACCOLADES & ACCOMPLISHMENTS



### BBB Torch Award for Marketplace Ethics

Trust • Performance • Integrity

2013 Winner  
Western Pennsylvania Better Business Bureau

- Accredited Better Business Bureau member with A+ rating for nearly a decade
- 2013 Western Pennsylvania Better Business Bureau Torch Award winner for Marketplace Ethics

- More than 97% of all submitted claims are approved
- A customer satisfaction rating that has exceeded 95% for more than a decade
- 9 of 10 customers surveyed have recommended the program to friends, family and neighbors
- The only utility line warranty program endorsed by the National League of Cities

# NATIONAL LEAGUE of **CITIES**



## Service Line Warranty Program



Administered by



*Building Peace of Mind, One Community at a Time*

# BBB 2013 Torch Award Winner



## BBB Torch Award for Marketplace Ethics

Trust • Performance • Integrity

2013 Winner  
Western Pennsylvania Better Business Bureau®



"This award underscores one of the primary reasons the National League of Cities selected USP as a partner and extended our agreement for another five years. The organization's exemplary record of customer service and transparency is what has driven the success of this partnership over the years."

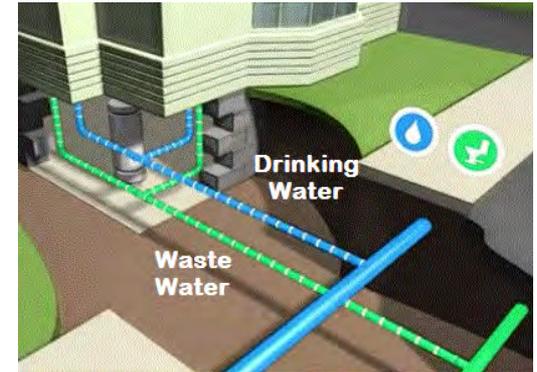
Clarence Anthony  
Executive Director  
National League of Cities

# Infrastructure Challenges ... a National Problem

- ASCE gave our national public infrastructure a D+ rating in 2013.
- [EPA](#) estimates over the next 20 years **\$77 billion** will be spent on repair/replacement of public water distribution systems, \$10 billion on wastewater collection system upgrades, **\$22 billion** for new sewer construction and **\$45 billion** for controlling combined sewer overflows.
- Municipalities will spend **\$7 billion** to control municipal storm water.
- More than **850 water main breaks occur every day** across the country

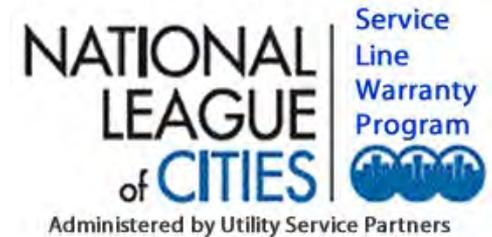
# Challenges for Homeowners

- Lateral lines are subjected to the same elements as public lines ... ground shifting, fluctuating temperatures, tree root penetration, corrosion and more.
- Out-of-sight, out-of-mind; water and sewer lines are located outside the home and usually underground.
- Failed lines waste thousands of gallons of water and present an environmental hazard.
- Many homeowners believe the city is responsible for maintenance of the water and sewer lines on their property OR that repairs are covered by their homeowner's policy.



# Municipality Solution for Homeowners

Homeowner repair protection for leaking, clogged or broken water and sewer lines from the point of utility connection to the home exterior



Coverage includes:

- Educating homeowners about their service line responsibilities.
- Up to \$4,000 coverage **per repair incident**.
- Additional allowance for public street and sidewalk cutting.
- **No** annual or lifetime limits.
- **No** deductibles, service fees, forms or paperwork.
- 24/7/365 availability.
- Repairs made **only** by licensed, **local** contractors.
- Affordable rates and multiple payment methods.

# NLC Service Line Warranty Program Highlights

- **Over 200** cities participating in the National League of Cities Service Line Warranty Program
- Saved more than **100,000** homeowners over **\$64 million** in service line repair costs
- Program administered by USP - an **Accredited BBB business with an A+ rating** for over 10 years
- Customer satisfaction rating has **exceeded 95% for more than 10 years**
- **9 of every 10 customers surveyed have recommended the NLC Service Line Warranty Program** to friends, family and neighbors
- **Less than 3%** of submitted claims are denied



# Over 200 Partners in 32 States

- 
- Alabama
  - Arkansas
  - Arizona
  - California
  - Colorado
  - Connecticut
  - Florida
  - Georgia
  - Iowa
  - Illinois
  - Indiana
  - Kansas
  - Kentucky
  - Maryland
  - Michigan
  - Minnesota
  - Missouri
  - North Carolina
  - Nebraska
  - New Mexico
  - Nevada
  - Ohio
  - Oklahoma
  - Oregon
  - Pennsylvania
  - South Carolina
  - South Dakota
  - Texas
  - Virginia
  - West Virginia
  - Wisconsin
  - Wyoming

# City Official Comments

"The program has already paid out over \$1 million in repairs and replacements for our homeowner's lateral service lines. My constituents are happy that we have provided this option for city homeowners. We use the revenue associated with the program to assist lower income homeowners with repairs to their service lines. I am sure your City will be pleased with the NLC Service Line Program."

- Felicia Moore, City Councilwoman - Atlanta GA

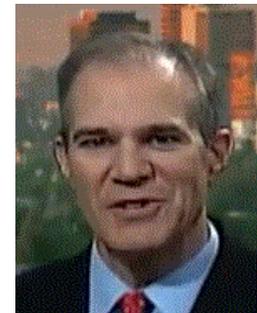


"This program has been available to Clarksburg's residents for nearly two years, and it's a real winner. Resident satisfaction is high and it's a lot easier to tell citizens about this great service rather than explain why they are on the hook for costly repairs."

- James C. Hunt, past NLC President and former Council Member - Clarksburg, WV

"The Service Line Protection Program helps Phoenix residents and the city government. Revenue from the program goes to core city services like police, fire, parks, libraries and senior centers. The warranties give residents an affordable option for repairs to their sewer and water lines."

- Jon Brodsky, Public Information Officer – Phoenix, AZ



# Homeowner Testimonials



- “Glad the city made this recommendation and that I purchased it. Fantastic contractor! ”  
– *Julie M., Mooresville NC*
- “After my recent home fire, it was very comforting to contact SLW and be told that my line would be immediately repaired. The fast service was truly appreciated, and I highly recommend your service - I have already recommended SLW to all my family and friends.”  
– *James H., Charleston, WV*
- “Having water and sewer line coverage is a Godsend. When I bought my home and turned on the water, there was a leak in the alley that the city said I was responsible for - the repair cost a small fortune. Thank you for this protection. It really eases my mind! ”  
– *Patricia G., Abilene, TX*
- “I like the purpose of your company; you are honest and caring. Thank you!”  
– *Julie M., Mooresville NC*
- “I recently had a huge problem with my sewer line and I cannot begin to express how helpful it was to have this coverage. It gets increasingly difficult to keep up with repairs. Having the warranty made it easy.”

# An Atlanta GA resident letter to Felicia Moore, City Councilwoman

Dear Felicia,

On Christmas Day my sewer line backed up into my house and into my tub! I could not flush toilets or take a shower or wash dishes or clothes or even my hands. It turned out to be due to a clogged sewer line in my front yard. Thanks to you, I had the warranty and did not have to pay for the \$2000 plus repair! Thank you! The warranty company had good customer service and the local plumbing company that they sent to do the work, Atlanta Plumbing Plus, WAS AMAZING! They did a wonderful job and were very respectful of my property (and my anxiety about the situation). Thank you so much Felicia for always looking out for us!

Cindy  
Homeowner, Atlanta, GA

**AGREEMENT CONCERNING PECFA-REMEDIAL  
ACTION FUND APPLICATION**

(05-04-15 – 10:45 a.m. Draft)

**THIS AGREEMENT** is entered into between the City of Whitewater, hereinafter at times referred to as Whitewater, and Donna Henry.

**WITNESSETH**

**WHEREAS**, Donna Henry owns property (the “Property”) located in the City of Whitewater at 216 East Main Street in the City of Whitewater, more particularly described as:

Tax ID # /TRA 00003

**REAL ESTATE DESCRIPTION**

Lots 4 and 5, Block 1 of the Plat of Tripps 2<sup>nd</sup> Addition to the Village (now City) of Whitewater, Walworth County, Wisconsin.

ALSO

The now discontinued part of the north-south Alley in Block 1 of Tripps 2<sup>nd</sup> Addition, located in the Northwest ¼ of the Southeast ¼ of Section 4, Township 4 North, Range 15 East, City of Whitewater, Walworth County, Wisconsin, said now discontinued part of said alley being more fully described as follows:

Commencing at the South ¼ corner of said Section 4;

Thence North 0° 35' 51" East, 2216.52 feet along the West line of the Southeast ¼ of said Section 4 to the Southeast corner of Lot 4, Block 1, of Tripps 2<sup>nd</sup> Addition also being the Northerly right-of-way line of Main Street and the point of beginning;

Thence North 0° 35' 51" East, 100.09 feet along the East line of said Lot 4 to the Northeast corner of said Lot 4;

Thence South 86° 47' 39" East, 19.82 feet to the Northwest corner of Lot 5 in said Block 1; thence South 0° 35' 51" West, 100.09 feet along the West line of said Lot 5 to the Southwest corner of said Lot 5 also being said Northerly right-of-way line; thence North 86° 47' 39" West, 19.82 feet along said right-of-way line to the P.O.B.

Containing 1,982 square feet, more or less.

, and

**WHEREAS**, the City of Whitewater recently completed a street and sidewalk reconstruction project in the area of the Property, and

**WHEREAS**, the City of Whitewater incurred expenses related to contaminated soil in the area of the Property, and

**WHEREAS**, the City of Whitewater has been advised by the Wisconsin Department of Natural Resources that the City may be able to be reimbursed for some of the costs incurred by the City for said remediation if Donna Henry submits a PECFA-Remedial Action Fund application for reimbursement of said expenses under her account FID#265125190 BRRTS#03-65-002849, and

**WHEREAS**, under the Petroleum Environmental Clean-up Fund Award program, Donna Henry has been approved for \$1,000,000 dollars of reimbursement for environmental clean-up expenses, and therefore is eligible for an additional \$639,977.60 of reimbursement for environmental clean-up costs, and

**WHEREAS**, if Whitewater receives payment under Donna Henry's account, it may reduce the amount of funds available to Donna Henry, or her transferees or heirs, successors or assigns, for reimbursement of costs, if she or her transferees or heirs, successors or assigns incur future reimbursable costs.

**NOW, THEREFORE**, in consideration of the recitals set forth above and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Donna Henry and the City of Whitewater agree as follows:

1. Donna Henry will sign a PECFA Remedial Action Fund application that the City of Whitewater will submit to the Department of Natural Resources (and any other documents the City of Whitewater reasonably requests that she sign in support of the application).

2. The City of Whitewater shall reimburse Donna Henry for the following costs that she has incurred related to the Remedial Action Fund application; attorney's fees \$1,125.00, and environmental expert consultation fees \$105.00.

3. If Donna Henry, or her transferees or heirs, successors or assigns, incurs future costs for remediation, that would have been reimbursable to her, but are not reimbursable to her due to the payment that Whitewater receives under her account, Whitewater will reimburse Donna Henry, or her transferees or heirs, successors or assigns, an amount equal to the loss of reimbursement due to the funds paid to Whitewater under her account.

**For example,** if Whitewater is reimbursed \$100,000 by the PECFA Fund and, in the future, the total amount of PECFA reimbursable expenses Donna Henry or her transferees or heirs, successors or assigns incur for environmental remediation is \$1,050,000, Donna Henry would incur a \$50,000 loss due to Whitewater having received funds under her account. Therefore, Whitewater would be required to reimburse Donna Henry or her transferees, heirs, successors or assigns \$50,000.

4. Whitewater's right to apply for and receive reimbursement under Donna Henry's account shall only apply to expenses incurred by Whitewater related to Whitewater's downtown East Gateway Reconstruction Project and shall not extend to expenses Whitewater may incur for other projects or otherwise.

5. For and in consideration of the mutual promises set forth herein, Whitewater hereby discharges Henry, her heirs, successors and assigns, and all future owners of the Property of and from all claims, demands, liabilities, and causes of action of whatsoever kind and nature which Whitewater may have against her or the Property for expenses incurred by Whitewater for environmental remediation or environmental cleanup related to Whitewater's Downtown East

Gateway Reconstruction Project and agrees not to sue Donna Henry, her heirs, successors and assigns, nor any future owner of the Property for those costs. Provided, however, Whitewater reserves the right to pursue and sue upon any and all causes of actions, demands, liabilities, or claims related to said Project that Whitewater may have against other parties.

6. It is acknowledged by the parties that while Whitewater is seeking reimbursement under Donna Henry's account, this agreement does not in any way create any precedent, admission or agreement by Donna Henry that any particular off-site soil or groundwater contamination was caused by conditions originating from her Property.

**IN WITNESS WHEREOF**, the parties have hereunto executed this agreement as of the dates written below.

**CITY OF WHITEWATER**

**By:** \_\_\_\_\_  
**Cameron Clapper, City Manager** **Date**

**By:** \_\_\_\_\_  
**Michele R. Smith, City Clerk** **Date**

\_\_\_\_\_  
**Donna Henry** **Date**