

**CITY OF WHITEWATER
COMMON COUNCIL AGENDA**

Common Council Meeting

Tuesday, June 2, 2015 - 6:30 p.m.

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

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

CONSENT AGENDA:

| | | |
|------|--|------|
| CA-A | Approval of Payment of City Invoices processed through May 26, 2015. | P. 1 |
| CA-B | Expedited Approval of the Following Items: O-1, C-2, C-5 | N/A |

STAFF REPORTS:

| | | |
|--------------------------------|--|-----|
| Neighborhood Services Director | Update on City-wide and Downtown Parking Projects. | N/A |
| Streets/Parks Supt. | Update on Tree Plantings in the Downtown Area. | N/A |

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

RESOLUTIONS: None

ORDINANCES – First Reading: None

ORDINANCES – Second Reading

| | | |
|------|---|------|
| *O-1 | Ordinance amending the Zoning Map to enact an ordinance to impose the B-1 (Community Business District) Zoning Classification under Chapter 19.27 of the Zoning Ordinance of the City of Whitewater for a portion of the property located at 896 S, Janesville Street (/WUP 00316E) for Progressing Properties, LLC. (Michael Sina) (Neighborhood Services Director Request). | P. 4 |
|------|---|------|

CONSIDERATIONS:

| | | |
|------|--|-------|
| C-1 | Discussion regarding the rebidding of the George Street and Pleasant Street Reconstruction Contract Award and request for direction regarding the same. (Assistant City Manager Request) | P. 9 |
| *C-2 | Approval of renewal of 2015-2016 Beer and Alcohol Licenses. (City Clerk Request) (Class “B” Beer; “Class B” Beer; Class “A” Beer; “Class A” Beer; Wholesale Beer). | P. 19 |
| C-3 | Discussion and possible direction regarding Special Council Meeting to discuss Wastewater Treatment Plant Improvements. (City Manager Request). | P. 22 |
| C-4 | Request for authorization to purchase paint truck. (Asst. City Manager Request). | P. 23 |
| *C-5 | Approval of Memorandum Agreement with Samantha Allan relating to permanent and temporary easements on George Street. (City Attorney Request) | P. 25 |
| C-6 | Councilmember Requests for Future Agenda Items. | N/A |

| | | |
|-----|---|-----|
| C-7 | <p><u>EXECUTIVE SESSION.</u> Adjourn to Closed Session, NOT TO RECONVENE, pursuant to Wisconsin Statutes 19.85(1) (e) “Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.” Item to be Discussed: Negotiation of Agreement with Whitewater Fire Department.</p> | N/A |
|-----|---|-----|

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

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

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 |
|---------------------------------------|---------------------------|----------------|-----------------------------|--------------|--------------------|-------------------|
| AYRES ASSOCIATES INC | | | | | | |
| 4947 | AYRES ASSOCIATES INC | 158259 | OLD STONE MILL DAM EAP AN | 06/03/2015 | 1,380.00 | 100-53300-821 |
| 4947 | AYRES ASSOCIATES INC | 158283 | WHITEWATER BIKE SYSTEM W | 06/03/2015 | 7,324.85 | 450-57500-888 |
| Total AYRES ASSOCIATES INC: | | | | | 8,704.85 | |
| BURNS INDUSTRIAL SUPPLY | | | | | | |
| 28 | BURNS INDUSTRIAL SUPPLY | 568895 | RBC BELTS | 06/03/2015 | 20.18 | 620-62850-357 |
| Total BURNS INDUSTRIAL SUPPLY: | | | | | 20.18 | |
| COOPER, MARGARET A | | | | | | |
| 432 | COOPER, MARGARET A | 354587 | SELF INKING MAX SI-20 ENDOR | 06/03/2015 | 20.50 | 100-52100-310 |
| Total COOPER, MARGARET A: | | | | | 20.50 | |
| GABBEY, ROBERT | | | | | | |
| 1945 | GABBEY, ROBERT | JAN 2015 PHO | FIRE/CELL PHONE REIMBURSE | 06/03/2015 | 20.00 | 100-52200-225 |
| Total GABBEY, ROBERT: | | | | | 20.00 | |
| H & H FIRE PROTECTION LLC | | | | | | |
| 120 | H & H FIRE PROTECTION LLC | 117208 | FIRE EXTINGUISHER INSPECTI | 06/03/2015 | 19.25 | 100-51600-245 |
| 120 | H & H FIRE PROTECTION LLC | 117208 | FIRE EXTINGUISHER INSPECTI | 06/03/2015 | 116.00 | 100-51600-245 |
| 120 | H & H FIRE PROTECTION LLC | 117208 | FIRE EXTINGUISHER INSPECTI | 06/03/2015 | 193.55 | 100-51600-245 |
| 120 | H & H FIRE PROTECTION LLC | 117208 | FIRE EXTINGUISHER INSPECTI | 06/03/2015 | 14.00 | 100-51600-245 |
| 120 | H & H FIRE PROTECTION LLC | 117208 | FIRE EXTINGUISHER INSPECTI | 06/03/2015 | 111.25 | 100-52200-242 |
| 120 | H & H FIRE PROTECTION LLC | 117208 | FIRE EXTINGUISHER INSPECTI | 06/03/2015 | 83.65 | 100-53230-355 |
| 120 | H & H FIRE PROTECTION LLC | 117208 | FIRE EXTINGUISHER INSPECTI | 06/03/2015 | 24.50 | 100-53270-245 |
| 120 | H & H FIRE PROTECTION LLC | 117208 | FIRE EXTINGUISHER INSPECTI | 06/03/2015 | 108.95 | 100-55111-245 |
| 120 | H & H FIRE PROTECTION LLC | 117208 | FIRE EXTINGUISHER INSPECTI | 06/03/2015 | 143.45 | 610-61935-350 |
| 120 | H & H FIRE PROTECTION LLC | 117208 | FIRE EXTINGUISHER INSPECTI | 06/03/2015 | 135.70 | 620-62860-357 |
| Total H & H FIRE PROTECTION LLC: | | | | | 950.30 | |
| JAECKEL BROS INC | | | | | | |
| 493 | JAECKEL BROS INC | 12634 | CASE BACK HOE,LABOR,BOBC | 06/03/2015 | 1,083.27 | 610-61651-350 |
| Total JAECKEL BROS INC: | | | | | 1,083.27 | |
| JEFFERSON COUNTY CLERK | | | | | | |
| 7085 | JEFFERSON COUNTY CLERK | 04-08-2015 | ELECTION FEES-04-08-2015 EL | 06/03/2015 | 219.59 | 100-51400-315 |
| Total JEFFERSON COUNTY CLERK: | | | | | 219.59 | |
| JEFFERSON CURRENT ELECTRIC INC | | | | | | |
| 251 | JEFFERSON CURRENT ELECT | 131594 | MAIN PLANT BREAKER REPLA | 06/03/2015 | 855.32 | 610-61620-350 |
| Total JEFFERSON CURRENT ELECTRIC INC: | | | | | 855.32 | |
| JOHNSON BLOCK & CO INC | | | | | | |
| 4258 | JOHNSON BLOCK & CO INC | 422753 | AUDIT SERVICES THRU 04-30-2 | 06/03/2015 | 1,500.00 | 100-51500-214 |
| 4258 | JOHNSON BLOCK & CO INC | 422753 | AUDIT SERVICES THRU 04-30-2 | 06/03/2015 | 1,000.00 | 440-57663-219 |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | GL Account Number |
|--|--------------------------|----------------|-----------------------------|--------------|--------------------|-------------------|
| 4258 | JOHNSON BLOCK & CO INC | 422753 | AUDIT SERVICES THRU 04-30-2 | 06/03/2015 | 750.00 | 610-61923-210 |
| 4258 | JOHNSON BLOCK & CO INC | 422753 | AUDIT SERVICES THRU 04-30-2 | 06/03/2015 | 750.00 | 620-62810-219 |
| Total JOHNSON BLOCK & CO INC: | | | | | 4,000.00 | |
| MILPORT ENTERPRISES INC | | | | | | |
| 1408 | MILPORT ENTERPRISES INC | 214043 | SODIUM HYPOCHLORITE SOLU | 06/03/2015 | 1,523.00 | 610-61630-350 |
| 1408 | MILPORT ENTERPRISES INC | 214797 | SODIUM HYPOCHLORITE SOLU | 06/03/2015 | 443.00 | 610-61630-350 |
| 1408 | MILPORT ENTERPRISES INC | 215083 | SODIUM HYPOCHLORITE SOLU | 06/03/2015 | 1,523.00 | 610-61630-350 |
| Total MILPORT ENTERPRISES INC: | | | | | 3,489.00 | |
| PETE'S TIRE SERVICE INC | | | | | | |
| 727 | PETE'S TIRE SERVICE INC | 69819 | TRUCK 11 ALIGNMENT, CAMBE | 06/03/2015 | 140.00 | 610-61935-350 |
| Total PETE'S TIRE SERVICE INC: | | | | | 140.00 | |
| ROCHA SR, RAMON | | | | | | |
| 581 | ROCHA SR, RAMON | 05-21-2015 | INTERPRETING SVC IN COURT | 06/03/2015 | 25.50 | 100-51200-219 |
| Total ROCHA SR, RAMON: | | | | | 25.50 | |
| ROCK RIVER LABORATORY INC | | | | | | |
| 257 | ROCK RIVER LABORATORY IN | S32668 | LAB ANALYSIS | 06/03/2015 | 8.00 | 620-62890-295 |
| Total ROCK RIVER LABORATORY INC: | | | | | 8.00 | |
| ROZELLE ENTERPRISES INC | | | | | | |
| 5838 | ROZELLE ENTERPRISES INC | 12043 | WIRING FOR SCOREBOARD AT | 06/03/2015 | 496.00 | 245-56120-822 |
| Total ROZELLE ENTERPRISES INC: | | | | | 496.00 | |
| SENTRY OF WHITEWATER, DANIELS | | | | | | |
| 2 | SENTRY OF WHITEWATER, DA | 04-12-2015 | FOOD FOR RESCUE MEETING | 06/03/2015 | 48.28 | 100-52300-325 |
| 2 | SENTRY OF WHITEWATER, DA | 04-27-2015 | FOOD FOR RESCUE MEETING | 06/03/2015 | 91.88 | 100-52300-325 |
| 2 | SENTRY OF WHITEWATER, DA | 05-06-2015 | FOOD FOR RESCUE MEETING | 06/03/2015 | 36.43 | 100-52300-325 |
| Total SENTRY OF WHITEWATER, DANIELS: | | | | | 176.59 | |
| SOUTHERN LAKES PLUMBING & HEATING INC | | | | | | |
| 7378 | SOUTHERN LAKES PLUMBING | 10047287 | INSTALLED NEW METER HORN | 06/03/2015 | 354.28 | 100-51600-355 |
| Total SOUTHERN LAKES PLUMBING & HEATING INC: | | | | | 354.28 | |
| STA-LITE CORP | | | | | | |
| 102 | STA-LITE CORP | 5614 | SURGE PROTECTOR ON WHIT | 06/03/2015 | 710.00 | 100-51600-355 |
| Total STA-LITE CORP: | | | | | 710.00 | |
| STRAND ASSOCIATES INC | | | | | | |
| 358 | STRAND ASSOCIATES INC | 0111464 | CRAVATH LAKE BOAT RAMP R | 06/03/2015 | 374.80 | 450-57500-841 |
| Total STRAND ASSOCIATES INC: | | | | | 374.80 | |
| TRANS UNION LLC | | | | | | |
| 1378 | TRANS UNION LLC | 04544509 | PD CREDIT REPORT CHECKS F | 06/03/2015 | 35.20 | 100-52120-219 |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | GL Account Number |
|---|----------------------------|----------------|-----------------------------|--------------|--------------------|-------------------|
| Total TRANS UNION LLC: | | | | | 35.20 | |
| TRI COUNTY COOLING & HEATING LLC | | | | | | |
| 5283 | TRI COUNTY COOLING & HEATI | 2115 | WATER HEATER, VENTING, GA | 06/03/2015 | 2,200.00 | 100-51600-245 |
| 5283 | TRI COUNTY COOLING & HEATI | 2116 | HVAC SERVICE CALL #5283 | 06/03/2015 | 102.00 | 100-51600-244 |
| Total TRI COUNTY COOLING & HEATING LLC: | | | | | 2,302.00 | |
| TRIEBOLD OUTDOOR POWER LLC | | | | | | |
| 418 | TRIEBOLD OUTDOOR POWER | IC18150 | KUBOTA MOWER DECK | 06/03/2015 | 17.88 | 620-62850-357 |
| Total TRIEBOLD OUTDOOR POWER LLC: | | | | | 17.88 | |
| WI LAW ENFORCEMENT ACCREDITATION | | | | | | |
| 6579 | WI LAW ENFORCEMENT ACCR | 04-14-2015 | ON SITE ADMIN FEE JUNE 23-2 | 06/03/2015 | 150.00 | 100-52100-340 |
| Total WI LAW ENFORCEMENT ACCREDITATION: | | | | | 150.00 | |
| WI RURAL WATER ASSOCIATION | | | | | | |
| 1918 | WI RURAL WATER ASSOCIATIO | S1076 | SYSTEM MEMBERSHIP RENEW | 06/03/2015 | 555.00 | 610-61935-350 |
| Total WI RURAL WATER ASSOCIATION: | | | | | 555.00 | |
| Grand Totals: | | | | | 24,708.26 | |

Dated: 05/26/2015

Finance Director: Doug Saubert

Report Criteria:

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



City of Whitewater Council Agenda Item Information Sheet

MEETING DATE: **5/19/2015**

ITEM: **Tax ID # /WUP 00316E Rezone Request**

PRESENTER: **City Planner**

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

SUMMARY OF ITEM BEING PRESENTED: **Proposed Zoning Map Amendment for the following parcel to impose the B-1 (Community Business) Zoning District classification under Chapter 19.27 of the zoning ordinance at 896 S Janesville Street Tax ID # /WUP 00316E for Progressing Properties LLC (Michael Sina).**

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 May 11th, 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, 262-473-0143.

To: City of Whitewater Plan and Architectural Review Commission

From: Christine Munz-Pritchard, City Planner

Date: May 11th 2015

Re: **Item # X** Proposed Zoning Map Amendment for the following parcel to impose the B-1 (Community Business) Zoning District classification under Chapter 19.27 of the zoning ordinance at 896 S Janesville Street Tax ID # /WUP 00316E for Progressing Properties LLC (Michael Sina).

| Summary of Request | | |
|---|---|--|
| Requested Approvals: | Zoning Map Amendment to B-1 (Community Business) | |
| Location: | 896 S Janesville Street | |
| Current Land Use: | Open Space / Used for parking for the adjacent business | |
| Proposed Land Use: | Business / Used for parking for the adjacent business | |
| Current Zoning: | AT Agricultural Transition | |
| Proposed Zoning: | B-1 (Community Business) | |
| Comprehensive Plan's Future Land Use: | Community Business | |
| Surrounding <i>Zoning</i> and Current Land Uses: | | |
| Northwest: | Subject Property | Northeast: |
| <i>R-1</i> One-Family Residence District / RR ROW | | <i>B-1</i> Community Business District |
| Southwest: | Subject Property | Southeast: |
| <i>US-12 / WI-59</i> | | <i>US-12 / WI-59</i> |

Description of the Proposal:

This lot sits north of US-12/ WI-59 bypass. The lot is .7749 acres (Walworth County GIS) and is most likely remnant of 4.80 acres of farmland *AT* Agricultural Transition. The bulk of the 4.80 acres was acquired during the US-12/WI-59 bypass around 2003. The .7749 acreage was never rezoned out of *AT* Agricultural Transition. The lot appears to have been utilized by the adjacent lot most likely after the bypass was built.

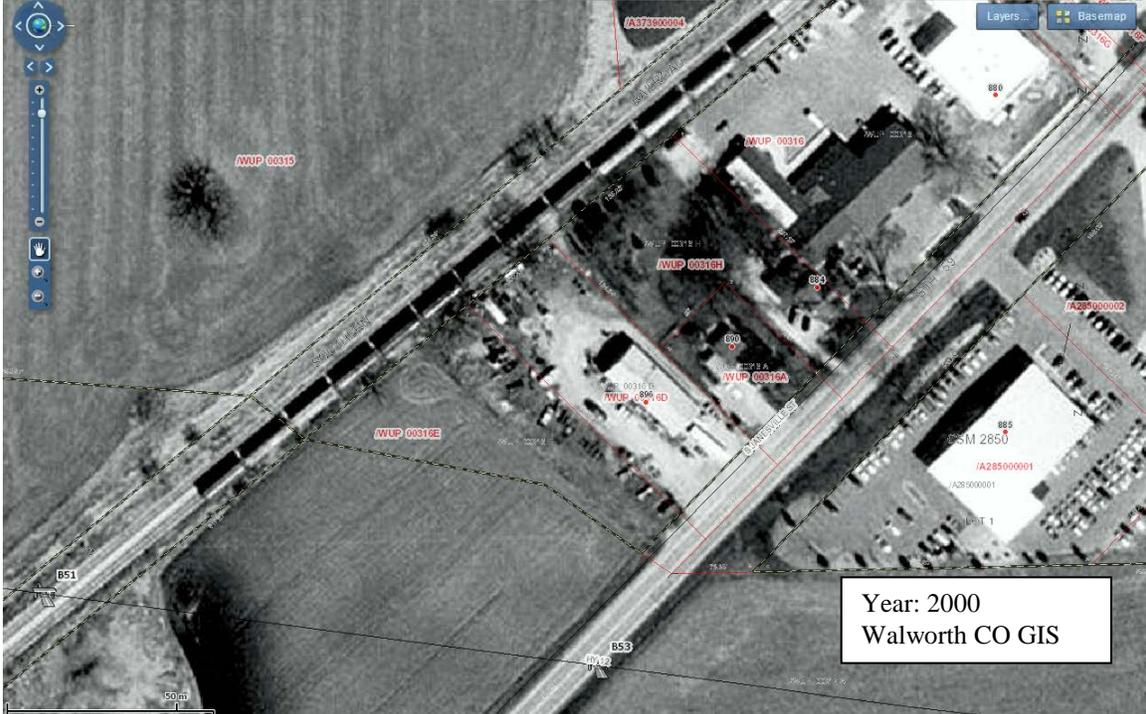
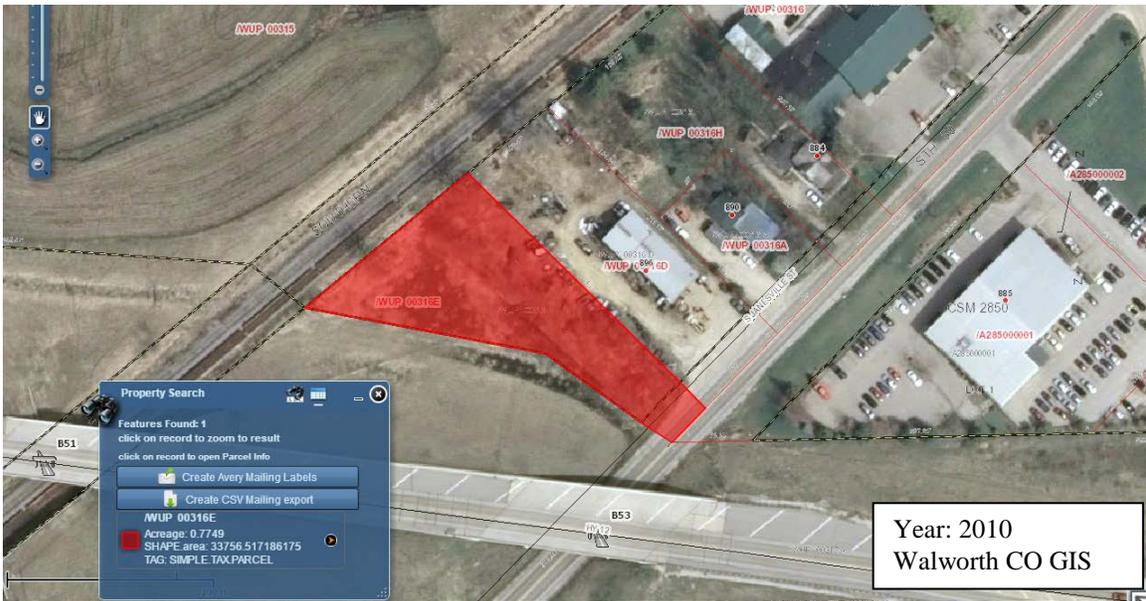
PLANNER’S RECOMMENDATIONS:

I recommend that the Plan and Architectural Review Commission recommend approval of the proposed Zoning Map Amendment to B-1 Community Business, subject to the finding presented below.

SUGGESTED FINDING TO BE MADE BY THE PLAN COMMISSION

1. Any building development on WUP 00316E will need to be reviewed by the City of Whitewater. The lot has a very small building envelope that could be problematic.
2. Any other conditions identified by City Staff or the Plan Commission.

| Amendment of Zoning for: Vacant Parcel on S. Janesville St. Parcel # /WUP 00316E | | |
|---|------------|--|
| <i>Amendment to Zoning Standards Chapter 19.63</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 will involve no exterior building modifications. |
| 2. Adequate utilities, access roads, parking, drainage, landscaping, and other necessary site improvements are being provided. | Yes | All utilities are adequate. |
| 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 proposal does not change the business use of the property. |
| 5. The conditional use and structures are consistent with sound planning and zoning principles. | Yes | The project is consistent with Comprehensive Plan. |



ORDINANCE NO. _____
AMENDING THE CITY OF WHITEWATER ZONING MAP
AND ZONING CLASSIFICATION OF CERTAIN PROPERTY
IN THE CITY OF WHITEWATER
(896 SOUTH JANESVILLE STREET /WUP 00316E)

The Common Council of the city of Whitewater, Walworth and Jefferson Counties, do, pursuant to Municipal Code Section 19.69, hereby amend the zoning classification of the below-described property as set forth herein.

Section 1: Pursuant to Whitewater Municipal Code 19.69, the below-described property is hereby rezoned to 19.27 (B-1 Community Business District).

| | |
|-----------------------------|----------------|
| <u>Address</u> | <u>Tax ID#</u> |
| 896 South Janesville Street | /WUP 00316E |

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

AYES:

NOES:

Cameron Clapper, City Manager

ABSENT:

Michele R. Smith, City Clerk

ADOPTED:



City of Whitewater Council Agenda Item Information Sheet

MEETING DATE: **6/2/2015**

ITEM: **George Street reconstruction and Pleasant Street stormwater/water – Contract award or other action**

PRESENTER: **Assistant City Manager**

PREVIOUS ACTION, IF ANY:

- **October 7, 2014** - City Council approved Task Order 14-4 with Strand Engineering for design and bidding-related services for the reconstruction of George Street.
- **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.
- **April 21, 2015** - City Council approved releasing the George Street project for bid
- **May 5, 2015** - City Council approved releasing the Pleasant Street project for bid

SUMMARY OF ITEM BEING PRESENTED:

Bids for the above-referenced project were opened on May 22, 2015. Two bids were received with the resulting bid tabulation attached. Reesman's Excavating & Grading, Inc. of Burlington, Wisconsin was the apparent low bidder for the base bid and Alternative Bid No. 1, with a total bid of \$1,596,380.

The base bid of \$ 1,419,644 includes the reconstruction of George Street. Note that permitting and easement acquisition for the project is still in progress. Alternative Bid No. 1 in the amount of \$176,736, which includes water main and storm sewer construction on Pleasant Street.

BUDGET IMPACT, IF ANY:

George Street - The 2015 budget has \$1,360,000 budgeted for the George Street reconstruction project, which includes technical services (Strand Engineering related costs) and contingencies. The actual price will be approximately \$1,700,000, including technical services and contingencies. The cost breakdown is attached. Possible reasons for this discrepancy include the project was bid relatively late in the construction season and we were only able to attract two bidders, and the project has tight constraints and limited access which will slow down the speed of work. The delay in bidding on this project was due to DNR wetland permit requirements. An optimal time for releasing this type of project for bid is in December or January.

Pleasant Street - The 2015 budget has \$60,000 budgeted for the storm sewer work on Pleasant Street. Strand Engineering estimated the additional water looping work would cost \$40,000, which is available in the water utility reserve fund. Reesman's Excavating & Grading's bid for this project was \$176,736.

STAFF RECOMMENDATION: Staff recommends not accepting the George Street reconstruction bid and rebidding the project in December 2015 or January 2016. By rebidding we are hoping to attract more bidders, and a lower bid.

Staff recommends rebidding the Pleasant Street project by itself as soon as possible for construction

this year; however, staff recommends separating the water looping work as an alternate. It would be a nice benefit to the water system in terms of redundancy and water quality, but it is not an urgent need. If bid prices on the water looping portion of the project come in high, it could be eliminated from the contract.

RECOMMENDED MOTION: Move to not accept Reesman's Excavating & Grading, Inc.'s bid for the reconstruction of George Street and Pleasant Street storm sewer and water main work

And

Move to allow staff to immediately release the Pleasant Street project for bid, which will include the water looping portion as an alternate

And

Move to allow staff to release the George Street reconstruction project for bid in December 2015 or January 2016.

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

George Street/Pleasant Street Bid Tabulation, Bid Breakdown for George Street Project

FOR MORE INFORMATION CONTACT:

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

Bids Received: 11 AM, May 22, 2015

STRAND ASSOCIATES, INC.®
910 West Wingra Drive
Madison, WI 53715

GEORGE STREET RECONSTRUCTION
CONTRACT 3-2015
CITY OF WHITEWATER, WISCONSIN
BID TABULATION BREAKDOWN

Reesman's Excavating & Grading, Inc.
28815 Bushnell Road
Burlington, WI 53105

E&N Hughes Co., Inc.
N2629 Coplien Road, Box 408
Monroe, WI 53566

| No. | Description | Quantity | Unit | Unit Price | Total Price | Unit Price | Total Price |
|-----------------------|--|----------|------|--------------------------------|---------------|-------------|---------------|
| Sanitary Sewer | | | | | | | |
| 1. | 8-IN PVC Sanitary Sewer | 1,450 | LF | \$ 129.00 <i>est. \$ 65</i> | \$ 187,050.00 | \$ 189.10 | \$ 274,195.00 |
| 2. | 4-FT DIA Sanitary Sewer Manhole | 5 | EA | \$ 3,508.00 | \$ 17,540.00 | \$ 3,677.00 | \$ 18,385.00 |
| 3. | Connect New Sanitary Sewer to Existing Manhole | 1 | LS | \$ 3,530.00 | \$ 3,530.00 | \$ 4,673.00 | \$ 4,673.00 |
| 4. | 8-IN by 4-IN Sanitary Sewer Wye | 16 | EA | \$ 150.00 | \$ 2,400.00 | \$ 90.00 | \$ 1,440.00 |
| 5. | 8-IN by 6-IN Sanitary Sewer Wye | 16 | EA | \$ 155.00 | \$ 2,480.00 | \$ 115.00 | \$ 1,840.00 |
| 6. | 4-IN Sanitary Sewer Lateral | 500 | LF | \$ 120.50 | \$ 60,250.00 | \$ 104.00 | \$ 52,000.00 |
| 7. | 6-IN Sanitary Sewer Lateral | 500 | LF | \$ 123.25 | \$ 61,625.00 | \$ 105.00 | \$ 52,500.00 |
| 8. | Hauled-In Granular Backfill | 2,500 | T | \$ 23.00 <i>est. \$ 8</i> | \$ 57,500.00 | \$ 12.50 | \$ 31,250.00 |
| 9. | Televised Inspection | 1,450 | LF | \$ 3.00 | \$ 4,350.00 | \$ 1.70 | \$ 2,465.00 |
| 10. | Abandon Existing Sanitary Sewer | 1 | LS | \$ 3,525.00 | \$ 3,525.00 | \$ 4,125.00 | \$ 4,125.00 |
| Water Main | | | | | | | |
| 11. | 8-IN DIA DI Water Main | 1,560 | LF | \$ 85.00 | \$ 132,600.00 | \$ 114.25 | \$ 178,230.00 |
| 12. | 6-IN DIA DI Fire Hydrant Lead | 50 | LF | \$ 119.00 | \$ 5,950.00 | \$ 107.50 | \$ 5,375.00 |

| | | | | Reesman's Excavating & Grading, Inc. 28815 Bushnell Road Burlington, WI 53105 | | E&N Hughes Co., Inc. N2629 Coplien Road, Box 408 Monroe, WI 53566 | |
|----------------------------|---|----------|------|---|--------------|---|--------------|
| No. | Description | Quantity | Unit | Unit Price | Total Price | Unit Price | Total Price |
| 13. | 8-IN Valve and Road Box | 4 | EA | \$ 2,106.00 | \$ 8,424.00 | \$ 1,749.00 | \$ 6,996.00 |
| 14. | Fire Hydrant W/Auxiliary Valve and Road Box | 3 | EA | \$ 6,755.00 | \$ 20,265.00 | \$ 5,935.00 | \$ 17,805.00 |
| 15. | Fire Hydrant W/O Auxiliary Valve and Road Box | 1 | EA | \$ 5,175.00 | \$ 5,175.00 | \$ 4,242.00 | \$ 4,242.00 |
| 16. | Connect New Water Main to Existing Water Main | 2 | EA | \$ 4,630.00 | \$ 9,260.00 | \$ 2,677.00 | \$ 5,354.00 |
| 17. | 1-IN Corporation Stop, Curb Stop, and Box | 35 | EA | \$ 415.00 | \$ 14,525.00 | \$ 459.00 | \$ 16,065.00 |
| 18. | 1-IN Water Service | 1,000 | LF | \$ 61.25 | \$ 61,250.00 | \$ 87.80 | \$ 87,800.00 |
| 19. | Hauled-In Granular Backfill | 1,200 | T | \$ 23.00 | \$ 27,600.00 | \$ 12.50 | \$ 15,000.00 |
| 20. | Abandon Existing Water Main | 1 | LS | \$ 1,500.00 | \$ 1,500.00 | \$ 8,442.00 | \$ 8,442.00 |
| Storm Sewer | | | | | | | |
| 21. | 18-IN RCP Storm Sewer | 465 | LF | \$ 71.00 | \$ 33,015.00 | \$ 75.30 | \$ 35,014.50 |
| 22. | 15-IN RCP Storm Sewer | 135 | LF | \$ 63.00 | \$ 8,505.00 | \$ 67.25 | \$ 9,078.75 |
| 23. | 12-IN RCP Storm Sewer | 120 | LF | \$ 62.00 | \$ 7,440.00 | \$ 64.25 | \$ 7,710.00 |
| 24. | 6-IN PVC Underdrain for Roadway | 300 | LF | \$ 26.00 | \$ 7,800.00 | \$ 30.40 | \$ 9,120.00 |
| 25. | 4-FT DIA Storm Sewer Manhole | 5 | EA | \$ 2,808.00 | \$ 14,040.00 | \$ 2,055.00 | \$ 10,275.00 |
| 26. | 2-FT by 3-FT Storm Sewer Inlet | 11 | EA | \$ 2,282.00 | \$ 25,102.00 | \$ 1,851.00 | \$ 20,361.00 |
| 27. | 18-IN RCP Apron End Wall W/Pipe Gate | 4 | EA | \$ 1,752.00 | \$ 7,008.00 | \$ 1,978.00 | \$ 7,912.00 |
| Street Construction | | | | | | | |

| | | | | Reesman's Excavating & Grading, Inc. 28815 Bushnell Road Burlington, WI 53105 | | E&N Hughes Co., Inc. N2629 Coplien Road, Box 408 Monroe, WI 53566 | |
|-----|--|----------|------|---|--------------|---|---------------|
| No. | Description | Quantity | Unit | Unit Price | Total Price | Unit Price | Total Price |
| 28. | Clearing and Grubbing | 1 | LS | \$ 6,650.00 | \$ 6,650.00 | \$ 16,800.00 | \$ 16,800.00 |
| 29. | Curb and Gutter Removal | 200 | LF | \$ 5.00 | \$ 1,000.00 | \$ 5.85 | \$ 1,170.00 |
| 30. | Concrete Sidewalk and Driveway Apron Removal | 900 | SY | \$ 4.75 | \$ 4,275.00 | \$ 4.70 | \$ 4,230.00 |
| 31. | Common Excavation | 1 | LS | \$ 74,798.00 | \$ 74,798.00 | \$ 126,213.00 | \$ 126,213.00 |
| 32. | Excavation Below Subgrade (EBS) | 1,500 | CY | \$ 24.00 | \$ 36,000.00 | \$ 14.00 | \$ 21,000.00 |
| 33. | EBS Backfill | 3,000 | T | \$ 25.00 | \$ 75,000.00 | \$ 9.35 | \$ 28,050.00 |
| 34. | Geotextile-Roadway Subgrade Stabilization | 2,000 | SY | \$ 4.20 | \$ 8,400.00 | \$ 4.40 | \$ 8,800.00 |
| 35. | Crushed Stone Base Course | 5,000 | T | \$ 17.40 | \$ 87,000.00 | \$ 9.35 | \$ 46,750.00 |
| 36. | 30-IN Concrete Curb and Gutter | 2,900 | LF | \$ 14.10 | \$ 40,890.00 | \$ 14.90 | \$ 43,210.00 |
| 37. | 6-IN Concrete Driveway Apron | 5,500 | SF | \$ 5.55 | \$ 30,525.00 | \$ 6.15 | \$ 33,825.00 |
| 38. | 4-IN Concrete Sidewalk | 3,300 | SF | \$ 4.80 | \$ 15,840.00 | \$ 5.10 | \$ 16,830.00 |
| 39. | 6-IN Concrete Sidewalk | 700 | SF | \$ 5.25 | \$ 3,675.00 | \$ 5.60 | \$ 3,920.00 |
| 40. | Cast Iron Truncated Dome Detectable Warning at Sidewalk Ramp | 36 | SF | \$ 33.25 | \$ 1,197.00 | \$ 29.25 | \$ 1,053.00 |
| 41. | Asphaltic Concrete Pavement-Lower Course (Street) | 600 | T | \$ 66.60 | \$ 39,960.00 | \$ 64.70 | \$ 38,820.00 |
| 42. | Asphaltic Concrete Pavement-Upper Course (Street) | 450 | T | \$ 74.60 | \$ 33,570.00 | \$ 73.40 | \$ 33,030.00 |

est. \$10

est. \$10

| | | | | Reesman's Excavating & Grading, Inc. 28815 Bushnell Road Burlington, WI 53105 | | E&N Hughes Co., Inc. N2629 Coplien Road, Box 408 Monroe, WI 53566 | |
|--|---|----------|------|---|--------------|---|--------------|
| No. | Description | Quantity | Unit | Unit Price | Total Price | Unit Price | Total Price |
| 43. | Asphaltic Concrete Pavement (Shared Use Path) | 100 | T | \$ 85.85 | \$ 8,585.00 | \$ 85.20 | \$ 8,520.00 |
| 44. | Asphaltic Concrete Driveway Apron | 2,000 | SF | \$ 4.00 | \$ 8,000.00 | \$ 2.40 | \$ 4,800.00 |
| Bridge Items | | | | | | | |
| 45. | Railing Steel Type C2 Galvanized Bridge B-64-66 | 1 | LS | \$ 41,620.00 | \$ 41,620.00 | \$ 29,481.00 | \$ 29,481.00 |
| 46. | Clean Existing Stone Veneer Bridge B-64-66 | 300 | SF | \$ 5.40 | \$ 1,620.00 | \$ 5.70 | \$ 1,710.00 |
| 47. | Concrete Protective Surface Treatment Bridge B-64-66 | 1,400 | SF | \$ 1.00 | \$ 1,400.00 | \$ 1.00 | \$ 1,400.00 |
| 48. | Reseal Existing Joints Bridge B-64-66 | 100 | LF | \$ 35.00 | \$ 3,500.00 | \$ 36.90 | \$ 3,690.00 |
| Erosion Control and Restoration | | | | | | | |
| 49. | Erosion Control | 1 | LS | \$ 6,970.00 | \$ 6,970.00 | \$ 22,535.00 | \$ 22,535.00 |
| 50. | Turf Restoration (Topsoil and Sod) | 1,400 | SY | \$ 15.00 <i>est. \$7</i> | \$ 21,000.00 | \$ 9.85 | \$ 13,790.00 |
| 51. | Turf Restoration (Topsoil, Seed, and Mulch) | 700 | SY | \$ 8.30 | \$ 5,810.00 | \$ 4.65 | \$ 3,255.00 |
| 52. | Class 1 Urban, Type A Temporary Erosion Control Mat W/ Topsoil and Seed | 1,250 | SY | \$ 9.60 | \$ 12,000.00 | \$ 6.55 | \$ 8,187.50 |
| 53. | Class 2 Urban, Type C Temporary Erosion Control Mat W/ Topsoil and Seed | 100 | SY | \$ 15.00 | \$ 1,500.00 | \$ 8.60 | \$ 860.00 |
| 54. | Medium Riprap | 50 | SY | \$ 62.50 | \$ 3,125.00 | \$ 40.00 | \$ 2,000.00 |
| Miscellaneous | | | | | | | |
| 55. | Utility Insulation | 100 | SF | \$ 3.25 | \$ 325.00 | \$ 3.00 | \$ 300.00 |
| 56. | Traffic Control | 1 | LS | \$ 8,980.00 | \$ 8,980.00 | \$ 16,623.00 | \$ 16,623.00 |
| 57. | Temporary Access (EXCL Base Course) | 1 | LS | \$ 15,660.00 | \$ 15,660.00 | \$ 9,545.00 | \$ 9,545.00 |

| | | | | Reesman's Excavating & Grading, Inc. 28815 Bushnell Road Burlington, WI 53105 | | E&N Hughes Co., Inc. N2629 Coplion Road, Box 408 Monroe, WI 53566 | |
|---|--|----------|------|---|-----------------|---|-----------------|
| No. | Description | Quantity | Unit | Unit Price | Total Price | Unit Price | Total Price |
| 58. | Foundry Sand Disposal Site Preparation, Grading, and Restoration | 1 | LS | \$ 14,460.00 | \$ 14,460.00 | \$ 34,115.00 | \$ 34,115.00 |
| 59. | Rock Excavation-Utility Trench | 200 | LF | \$ 83.00 | \$ 16,600.00 | \$ 70.00 | \$ 14,000.00 |
| ENGINEER'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 59 | | | | | \$ 1,419,644.00 | | \$ 1,486,165.75 |
| CONTRACTOR'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 59 | | | | | \$ 1,419,644.00 | | \$ 1,486,165.75 |

* CONTRACTOR'S COMPUTED TOTAL

Reviewed by



Bids Received: 11 AM, May 22, 2015

STRAND ASSOCIATES, INC.®
910 West Wingra Drive
Madison, WI 53715

GEORGE STREET RECONSTRUCTION
CONTRACT 3-2015
CITY OF WHITEWATER, WISCONSIN
ALTERNATIVE BID NO. 1

Reesman's Excavating & Grading, Inc.
28815 Bushnell Road
Burlington, WI 53105

E&N Hughes Co., Inc.
N2629 Coplien Road, Box 408
Monroe, WI 53566

| No. | Description | Quantity | Unit | Unit Price | Total Price | Unit Price | Total Price |
|----------------------------|--|----------|------|-------------|--------------|-------------|--------------|
| Water Main | | | | | | | |
| 1. | 6-IN DIA Water Main or Fire Hydrant Lead | 290 | LF | \$ 101.50 | \$ 29,435.00 | \$ 84.10 | \$ 24,389.00 |
| 2. | 6-IN Valve and Road Box | 2 | EA | \$ 1,578.00 | \$ 3,156.00 | \$ 1,498.00 | \$ 2,996.00 |
| 3. | Fire Hydrant W/Aux. Valve and Road Box | 1 | EA | \$ 7,123.00 | \$ 7,123.00 | \$ 6,805.00 | \$ 6,805.00 |
| 4. | Connect New Water Main to Existing Water Main | 2 | EA | \$ 3,440.00 | \$ 6,880.00 | \$ 3,686.00 | \$ 7,372.00 |
| 5. | Hauled-In Granular Backfill | 300 | T | \$ 23.00 | \$ 6,900.00 | \$ 12.50 | \$ 3,750.00 |
| | | | | | | | \$ 3,751.00 |
| Storm Sewer | | | | | | | |
| 6. | 15-IN RCP Storm Sewer | 380 | LF | \$ 64.80 | \$ 24,548.00 | \$ 62.80 | \$ 23,864.00 |
| 7. | 12-IN RCP Storm Sewer | 35 | LF | \$ 62.00 | \$ 2,170.00 | \$ 66.00 | \$ 2,310.00 |
| 8. | 4-FT DIA Storm Sewer MH | 3 | EA | \$ 2,856.00 | \$ 8,568.00 | \$ 2,075.00 | \$ 6,225.00 |
| 9. | 2-FT by 3-FT Storm Sewer Inlet | 2 | EA | \$ 2,367.50 | \$ 4,735.00 | \$ 2,055.00 | \$ 4,110.00 |
| 10. | Hauled-In Granular Backfill | 100 | T | \$ 23.00 | \$ 2,300.00 | \$ 12.50 | \$ 1,250.00 |
| Street Construction | | | | | | | |
| 11. | 30-IN Curb and Gutter Removal and Replacement | 130 | LF | \$ 28.50 | \$ 3,705.00 | \$ 38.60 | \$ 5,018.00 |
| 12. | 6-IN Concrete Driveway Apron Removal and Replacement | 300 | SF | \$ 6.60 | \$ 1,980.00 | \$ 7.80 | \$ 2,340.00 |

| | | | | Reesman's Excavating & Grading, Inc. 28815 Bushnell Road Burlington, WI 53105 | | E&N Hughes Co., Inc. N2629 Coplien Road, Box 408 Monroe, WI 53566 | |
|---|---|----------|------|---|---------------|---|---------------|
| No. | Description | Quantity | Unit | Unit Price | Total Price | Unit Price | Total Price |
| | | | | | | | *2,240.00 |
| 13. | Common Excavation | 1 | LS | \$ 21,635.00 | \$ 21,635.00 | \$ 29,622.00 | \$ 29,622.00 |
| 14. | Excavation Below Subgrade (EBS) | 50 | CY | \$ 24.60 | \$ 1,230.00 | \$ 23.40 | \$ 1,170.00 |
| 15. | EBS Backfill | 100 | T | \$ 28.50 | \$ 2,850.00 | \$ 9.35 | \$ 935.00 |
| 16. | Crushed Stone Base Course | 1,000 | T | \$ 19.00 | \$ 19,000.00 | \$ 9.35 | \$ 9,350.00 |
| 17. | Asphaltic Concrete Pavement—Upper Course | 160 | T | \$ 70.00 | \$ 11,200.00 | \$ 74.90 | \$ 11,984.00 |
| 18. | Asphaltic Concrete Pavement—Lower Course | 210 | T | \$ 64.00 | \$ 13,440.00 | \$ 68.20 | \$ 14,322.00 |
| Miscellaneous | | | | | | | |
| 19. | Turf Restoration—Topsoil, Seed, and Mulch | 1 | LS | \$ 1,365.00 | \$ 1,365.00 | \$ 700.00 | \$ 700.00 |
| 20. | Erosion Control | 1 | LS | \$ 606.00 | \$ 606.00 | \$ 5,903.00 | \$ 5,903.00 |
| 21. | Traffic Control | 1 | LS | \$ 4,110.00 | \$ 4,110.00 | \$ 1,596.00 | \$ 1,596.00 |
| ENGINEER'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 21 | | | | | \$ 176,736.00 | | \$ 166,011.00 |
| CONTRACTOR'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 21 | | | | | \$ 176,736.00 | | \$ 165,912.00 |

* CONTRACTOR'S COMPUTED TOTAL

Reviewed by



WHITEWATER POLICE DEPARTMENT
INTEROFFICE MEMORANDUM

TO: Michelle Smith, City Clerk
FROM: Lisa K. Otterbacher, Chief of Police 
SUBJECT: Alcohol Beverage License Renewal Applications – 2015-2016
DATE: May 26, 2015

Effective May 26, 2015 the following information is being supplied on an official basis concerning the license applications of those businesses listed below. 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 and no information was disclosed that would hinder the issuance of the requested license.

| <u>BUSINESS NAME</u> | <u>OWNER/AGENT</u> |
|-----------------------------|-----------------------|
| 841 Brewhouse | Lucas Burns |
| Annie's Pantry Plus | Akbir Kaur Kang |
| Beer Here | John A. Cordio |
| Black Sheep | Tyler R. Sailsbery |
| Brass Rail Saloon | David L. Bergman |
| Campus Quick Shop | Jason Michael McArdle |
| Casual Joe's | Tyler R. Sailsbery |
| Coyote Grill | Dennis G. Salverson |
| Cozumel Mexican Restaurant | Jose J. Lopez |
| Denny K's Bar & Grill | Dennis M. Knopp |
| Eastsider Citgo | Michael J. Frawley |
| Five Points BP | Jason Michael McArdle |
| Ground Zero | Katherine Gibbs |
| Gus' Pizza Palace | George C. Christon |
| Hawk Bowl | Michael S.D. Kachel |
| Hawks Nest | Daniel A. Rodriguez |
| Jessica's Family Restaurant | Ilmi Shabani |
| La Preferida | Luis Islas Martinez |
| Pizza Hut | Laura A. Michel |
| Raceway Food Mart | Mohan Singh |
| Rocky Rococo | Kenneth L. Dahnert |
| San Jose Mexican Store | Jose J. Barajas |
| Sentry Foods | Donald J. Douglas |
| Split Decision | Michael S.D. Kachel |
| The Station | Amar Nath |
| Walgreens | Monica M. Hacker |
| Walmart | Leon Qualls |
| Westside Liquor | Michael J. Frawley |
| Whitewater Gas Mart | Amrit Singh Gill |

Please Note: The above individuals may have violations prior to 06/01/2012.

LKO/cas

WHITEWATER POLICE DEPARTMENT
INTEROFFICE MEMORANDUM

TO: Michelle Smith, City Clerk
FROM: Lisa K. Otterbacher, Chief of Police 
SUBJECT: 2015 - 2016 Alcohol Beverage License Renewals – Violations
DATE: May 26, 2015

Effective May 26, 2015 the following information is being supplied on an official basis concerning the license applications listed on the attached sheets. Only that information which would bear upon this application is recorded.

Pertinent records of the local and state agencies have been searched as of this date with the results listed on the attached pages.

Qualifications for license in accordance with Wisconsin State Statute 125.04(5)(a) as affected by Chapter 79 and 391, Laws of '81 effective 1/1/82 which states in part: "Natural persons. Licenses and permits related to alcohol beverages, issued to natural persons under this chapter, may be issued only to persons who: 1. Do not have an arrest or conviction record, subject to s. 111.321, 111.322, and 111.335: . . ." Statute 111.335---Arrest or conviction record: Exceptions and special cases---reads in part: "(c) Notwithstanding s.111.322 it is not employment discrimination because of conviction record to refuse to employ or license, or to terminate from employment or licensing any individual who: 1. Has been convicted of any felony, misdemeanor or other offense the circumstances of which substantially relate to the circumstances of the particular job or licensed activity; or . . ."

The licensees on the attached sheet have arrests, violations and/or convictions which substantially relate to the requested alcohol license. Please note that the department is not recommending denial of any of these licenses. This information is provided to give the council information that it may want to consider in making its decision. The City Attorney's office has advised us that there must be a formal hearing held before the alcohol licensing committee prior to the denial of any license renewal.

Tavern Violation continued

ACORN BEVERAGE: Richard Hartmann

Previous Violations:

11/10/12 LRAE - Furnish to Underage Persons
11/10/12 LRAE - Furnish to Underage Persons

COLLEGE PUB: Kirk R. Rasmussen

Previous Violations:

11/11/12 LRAE - Furnish to Underage Persons
11/11/12 LRAE - Furnish to Underage Persons
06/03/12 LRAE – Furnish to Underage Persons

FAT JACK'S OF WHITEWATER: Mark T. Wokasch

Previous Violations:

11/18/12 Disorderly Conduct – Fighting
11/21/11 Warrant – Other Department

MITCHELL'S / PUMPING STATION: Gregory A Condos

Previous Violations:

09/11/13 LRAE - Underage on Premises

RICK'S EASTSIDE PUB: Richard Hartmann

Previous Violations:

11/10/12 LRAE - Furnish to Underage Persons
11/10/12 LRAE - Furnish to Underage Persons

STATION 1: Patrick L. Wellnitz

Previous Violations:

11/11/12 LRAE - Furnish to Underage Persons
11/11/12 LRAE - Furnish to Underage Persons

TACO FRESCO: Amador Cortez

04/13/13 Operating while under the Influence
04/13/13 Operating with a Prohibited Alcohol Concentration

LRAE = Licensee Responsible for Acts of Employees

PLEASE NOTE: Violations prior to 06/01/2012 have not been listed.

LKO/cas



City of Whitewater Council Agenda Item Information Sheet

MEETING DATE: **06/02/15**

ITEM: **Wastewater Facility Upgrade Special Meeting**

PRESENTER: **City Manager**

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

SUMMARY OF ITEM BEING PRESENTED:

The wastewater treatment facility improvements proposed for construction in 2016-2017 is the single largest investment in recent history for the City. Staff has been proactive in arranging meetings with several community groups and local businesses regarding the project and the impact on user rates. A public information meeting was also held on May 28, 2015 to provide information to the community. The Common Council has requested an additional meeting to allow staff to go over the project and answer questions. A time for that meeting needs to be established. Staff is requesting Council support for a special meeting which would be planned for a date in late June. A list of dates will be provided at the meeting.

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

STAFF RECOMMENDATION: **Arrange a meeting for late June outside of the regular meeting schedule to discuss the project.**

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

FOR MORE INFORMATION CONTACT:

Cameron Clapper, cclapper@whitewater-wi.gov, 262-473-0100.



City of Whitewater Council Agenda Item Information Sheet

MEETING DATE: 6/2/2015

ITEM: Capital fund purchase of street/parking lot painting truck

PRESENTER: Assistant City Manager

PREVIOUS ACTION, IF ANY: None

SUMMARY OF ITEM BEING PRESENTED: The purchase of a paint truck is budgeted in the 2015 Capital Improvement Program (CIP). The city is responsible for painting a number of items, including: street center lines, fog lines, on street bike lanes, cross walks, curbs, parking stalls, etc. The city owns a walk behind painter, which is used for smaller jobs such as cross walks. The city contracts services for larger painting jobs such as street center lines. For example, contracted painting service for the Downtown East Gateway Project, including portions of E. Main Street between Cherry St. and Newcomb; and portions of Wisconsin Street cost approximately \$30,000. The painting work for the Starin Park parking lot improvements in 2014 cost approximately \$9,000. The CIP has approximately \$140,000 budgeted within the next five years for additional painting of on street bike lanes. In addition, the current items listed above will need to be continually repainted as needed.

Staff has received price quotes for two paint trucks:

The first price quote is for a demo unit:

- **EZ-Liner, Orange City, Iowa for a 2015 Isuzu chassis w/ EZ-Liner model AL125 \$159,197.00.**
 - **This includes a full new vehicle warranty**

The second price quote is for a new unit with the same chassis and equipment

- **Diamond Vogel paint, Madison, WI - \$166,550.00**

BUDGET IMPACT, IF ANY; \$185,000 was budgeted in the CIP for the purchase of a paint truck this year.

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

STAFF RECOMMENDATION: Staff recommends the purchase of the demo paint truck, EZ-Liner model AL125 with added equipment.

RECOMMENDED MOTION: Move to approve the purchase of the EZ-Liner model AL125 demo unit.

ATTACHMENT(S) INCLUDED; Copy of CIP paperwork memo

FOR MORE INFORMATION CONTACT:

Christopher McDonell, cmcdonell@whitewater-wi.gov, 262-473-0139

Project Title: Paint truck

Description & Scope: This will be a used paint truck, capable of painting street lines as well as hand spraying off the truck. The truck is designed to use paint out of 55 gallon barrels, which will create a huge savings from the 5 gallon bucket purchase the way paint is bought now for our walk behind sprayer.

Purpose & Need: The purchase of this truck came up during discussion of re-painting Main Street from Tratt St. to Franklin Street; for I believe better Bike/Pedestrian capability. This truck would save money to the City by having the capability to do our own Street painting, which we now have the County do every two years.

Impact on Future Operating Budget: The City would be able to paint all street lines every year, Epoxy paint could be used, which is brighter and lasts longer than the water base paint we currently use for City cross walks and stop bars. Along with a paint per gallon savings of \$1.00 per gallon, which in a normal year, just doing crosswalks lines, curb heads and parking stalls would save this department about \$1500.00. I feel that this truck will pay for itself within 8 years from date put into service.

External Funding Sources Available: None

Project Cost Summary

| Expense Category | FY15 | FY16 | FY17 | FY18 | FY19-24 | Total CIP |
|----------------------|---------|------|------|------|---------|-----------|
| Construction | | | | | | 0 |
| Planning/Engineering | | | | | | 0 |
| Equipment | 185,000 | | | | | 185,000 |
| Maintenance | | | | | | 0 |
| Land/R.O.W. | | | | | | 0 |
| Technology | | | | | | 0 |
| Other Expenses | | | | | | 0 |
| Subtotal | 185,000 | 0 | 0 | 0 | 0 | 185,000 |

Funding Source Summary

| Funding Source | FY15 | FY16 | FY17 | FY18 | FY19-24 | Total Source |
|----------------|---------|------|------|------|---------|--------------|
| General Fund | 185,000 | | | | | 185,000 |
| | | | | | | 0 |
| Subtotal | 185,000 | 0 | 0 | 0 | 0 | 185,000 |



MEMORANDUM AGREEMENT

NOW COMES Samantha M. Allan and the City of Whitewater, a municipal corporation of the State of Wisconsin, acting through its City Attorney, Wallace K. McDonell, 452 W. Main Street, Whitewater, Wisconsin 53190, (hereinafter "THE CITY") and, which parties agree as follows:

1. Samantha M. Allan, the owner of the property described in Exhibit A, will grant a Temporary Limited Construction Easement and Permanent Limited Easement to THE CITY with the easement area shown on Exhibit B. By this Easement, THE CITY will have the right to put the easement area to the following uses during the effective time of the easement:

2. Samantha M. Allan will execute the Temporary Limited Easement and Permanent Easement Agreement in favor of THE CITY as described above, which Easement Agreement will be prepared by the City Attorney, when presented with the Easement Agreement.

3. THE CITY shall pay Samantha M. Allan \$500.00 on or before May 28, 2015.

4. Samantha M. Allan waives her right under Wisconsin Statutes, section 32.05 to the following:

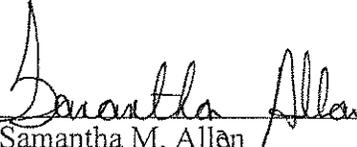
- (a) Receive an appraisal report prepared by THE CITY;
- (b) Have an appraisal report prepared by an appraiser of Samantha M. Allan's choosing at THE CITY'S expense;
- (c) Receive the pamphlet entitled Rights Of Landowners Under Wisconsin Statutes, section 32.05;
- (d) Receive the names of at least 10 neighboring landowners to whom offers are being made by THE CITY and a map showing all property affected by THE CITY'S project;

- (e) Face-to-face negotiations with representatives of THE CITY over the amount of compensation to Samantha M. Allen for the easement in question.

5. THE CITY is obligated by Wisconsin Statutes, section 32.05 (2a) to send SAMANTHA M. ALLEN by certified mail a copy of the recorded easement described herein and a Notice of Appeal setting forth SAMANTHA M. ALLEN's right to appeal the amount of compensation paid by THE CITY for the easement within 6 months after the recording of the easement. SAMANTHA M. ALLEN, recognizing that it will receive the above documents from THE CITY, agrees as follows:

- (a) That \$500.00 is just compensation for the easement to be given by SAMANTHA M. ALLEN to THE CITY; and
- (b) SAMANTHA M. ALLEN waives her right to appeal the amount of compensation which will be paid by THE CITY to SAMANTHA M. ALLEN for the easement in question.

6. This Memorandum Agreement contains the entire agreement between the parties.


Samantha M. Allen _____ 5-28-15
Date Signed

FOR THE CITY:


Wallace K. McDonell _____ 5-28-15
Date signed
City Attorney
State Bar Member #01008713
Attorney for the City of Whitewater

EXHIBIT A

Document Number

WARRANTY DEED



Doc # 814935

Recorded
May 18, 2011 3:58 PM

CONNIE J WODLEVER
REGISTER OF DEEDS
WALWORTH COUNTY, WI
Fee Amount: \$30.00
Transfer Fees: \$495.00
Total Pages: 1

This Deed, made between STEVEN C. ANDERSEN and VICKI A. ANDERSEN, husband and wife, Grantor, and PHILIP J. ALLAN and SAMANTHA M. ALLAN, husband and wife as survivorship marital property, Grantee.

Grantor, for a valuable consideration, conveys to Grantee the following described real estate in Walworth County, State of Wisconsin (the "Property"):

Part of the Northwest 1/4 of Section 4, Town 4 North, Range 15 East, more particularly described as: All that certain piece or parcel of land in Section 4, T4N, R15E, in the City of Whitewater, Walworth County, Wisconsin, and being a part of what is known as Fireman's Park, more particularly described as follows: Starting in the center of Whitewater Creek at the Southwest corner of land owned by Frank Krumwiede and Lillie Krumwiede as described in Warranty Deed recorded April 14, 1947 in Volume 365 of Deeds at Page 303 as Document No. 397101, Walworth County Records, thence East on the South line of said Krumwiede's property to the point of intersection with the West line of George Street Lane, thence South along the West line of George Street Lane 462 feet to the place of commencement, thence continuing Southerly along the West line of George Street Lane to the center of Whitewater Creek, thence Northwesterly and following along the center of said creek to the Southwest corner of Benhard M. and Bernice A. Olson's property as described in Warranty Deed recorded April 6, 1949 in Volume 397 of Deeds on Page 81, Walworth County Records, thence East along Olson's South line to the West line of George Street Lane being the place of commencement.

Recording Area

Name and Return Address

Chicago Title Insurance Co.
210 E. O'Connor Dr.
Suite 107
Elkhorn, WI 53121

CAL 439670

WSS 00061K

Parcel Identification Number (PIN)

This is homestead property.
(is) (is-not)

Together with all appurtenant rights, title and interests.

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except municipal and zoning ordinances, easements and restrictions of record, and public or private rights, if any, in such portion of the subject premises as may be presently used, laid out or dedicated in any manner whatsoever, for road, street, highway and/or alley purposes, rights of the public and adjoining owners in and to the free and uninterrupted flow of waters of any creek, spring or stream crossing the subject property, and will warrant the same.

Dated this 6 day of May, 2011.

Steven C. Andersen

* STEVEN C. ANDERSEN

Vicki A. Andersen

* VICKI A. ANDERSEN

AUTHENTICATION

Signature(s) _____

authenticated ____ day of _____, _____

*
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by §706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY
MARK T OLM of
OLM & ASSOCIATES

(Signatures may be authenticated or acknowledged. Both are not

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
WALWORTH County)

Personally came before me 6 day of
May, 2011 the above

Steven C. Andersen and Vicki A. Andersen

to me known to be the person(s) who executed the instrument and acknowledged the same.

John J. T. Doher
Notary Public, State of Wisconsin
My Commission is permanent. (If not, state expiration
1-15-12)

* Names of persons signing in any capacity must be typed or printed below their signature.
THIS IS A NON-STANDARD FORM

**Legal Description
Permanent Easement**

**Owner: Samantha M. Allan
220 N George St.
Whitewater, WI 53190
Parcel ID: WSS 00061K**

A permanent easement in part of the Southeast 1/4 of the Northwest 1/4 of Section 4, Township 4 North, Range 15 East, City of Whitewater, Walworth County, Wisconsin more fully described as follows:

Commencing at the North 1/4 corner of said Section 4;
Thence South 0° 32' 46" West, 1,150.34 feet along the East line of the Northwest 1/4 of said Section 4;
Thence North 89° 44' 23" West, 862.02 feet to the Northeast corner of Lot 1 of Certified Survey Map number 2059 recorded in Volume 10, Page 13 as document number 217553 at the Walworth County register of deeds ;
Thence South 0° 38' 09" West, 479.86 feet along the easterly lines of Lots 1, 2, 3, and 4 of said Certified Survey Map number 2059 to the Southeast corner of said Lot 4;
Thence South 89° 55' 57" West, 187.61 feet along the Southerly line of said Lot 4 to the Easterly right-of-way line of George Street;
Thence South 89° 55' 47" West, 50.02 feet to a found 1-1/2 inch iron pipe on the Westerly right-of-way line of George Street;
Thence South 1° 20' 40" West, 659.74 feet along said Westerly right-of-way line to "POINT A" also being the point of beginning;
Thence continuing South 1° 20' 40" West, 76.03 feet along said Westerly right-of-way line to the centerline of Whitewater Creek;
Thence North 60° 31' 39" West, 9.29 feet along the centerline of said Whitewater Creek;
Thence North 41° 34' 37" West, 33.60 feet along the centerline of said Whitewater Creek;
Thence North 32° 04' 12" West, 11.53 feet along the centerline of said Whitewater Creek;
Thence North 46° 20' 40" East, 52.93 feet to the Westerly right-of-way line of George Street and the point of beginning.

Said parcel contains 1,531 square feet of land, more or less.

Also, A temporary easement for construction purposes in part of the Southeast 1/4 of the Northwest 1/4 of Section 4, Township 4 North, Range 15 East, City of Whitewater, Walworth County, Wisconsin more fully described as follows:

Beginning at the above described "POINT A"
Thence South 46° 20' 40" West, 52.93 feet to the centerline of Whitewater Creek;
Thence North 32° 04' 12" West, 15.31 feet along said centerline of Whitewater Creek;
Thence North 46° 20' 40" East, 64.85 feet to the Westerly right-of-way line of George Street;
Thence South 1° 20' 40" West, 21.21 feet along said Westerly right-of-way line to the point of beginning.

Containing 883 square feet, more or less.

Said temporary easement will expire upon completion of construction.

Subject to all other easements and restrictions, recorded and unrecorded.

NOTE: PLEASE BE ADVISED THAT THE DOCUMENT GRANTEE HEREBY DIRECTS VIEWERS TO IGNORE THE PRINTED TEXT MATERIAL ON THIS MAP. ONLY THE SPATIAL RELATIONSHIPS OF THE ILLUSTRATIONS ON THE MAP ARE BEING PRESENTED FOR YOUR INFORMATION.

Signed by Grantee's agent:

Date

Name of agent printed:
Wallace K. McDonell

CSM 2059

N/4 SEC. 4
T.4N., R.15E.

S 0° 32' 46" W
1150.34'

N 89° 44' 23" W
862.02'

S 0° 38' 09" W
479.86'

S 89° 55' 57" W
187.61'

S 89° 55' 47" W
50.02'

S 1° 20' 40" W
659.74'

GEORGE STREET

S 1° 20' 40" W
21.21'

POINT A

PERMANENT EASEMENT
1,531 S.F.

TEMPORARY EASEMENT
883 S.F.

WHITEWATER CREEK

N 32° 04' 12" W
15.31'

N 32° 4' 12" W
11.53'

N 41° 34' 37" W
33.60'

N 60° 31' 39" W
9.29'

N 46° 20' 10" E
64.85'

S 2° 23' 10" W
52.93'

S 1° 20' 40" W
76.03'

8:39:57 AM

4/18/2015

user: heatherb

S:\MAD\1400-1499\1407\079\Micros\PLAN\Easements\Allan_easement_graphic.dgn

PERMANENT AND TEMPORARY EASEMENTS

**SAMANTHA M. ALLAN
GEORGE STREET RECONSTRUCTION
CITY OF WHITEWATER
WALWORTH COUNTY, WISCONSIN**



FIGURE NO. 1

JOB #290706

Document No.

UTILITY EASEMENT AGREEMENT

Return to:

/WSS 00061K
Parcel Numbers

THIS UTILITY EASEMENT AGREEMENT (*Agreement*) is granted by Samantha M. Allan, (the *Owner*) to the City of Whitewater (the *Utility*).

RECITALS:

A. The Owner is the fee holder of certain real property in the City of Whitewater, Walworth County, State of Wisconsin, as more particularly described on the attached and incorporated Exhibit A (the *Property*).

B. The Utility has requested that the Owner grant a permanent easement (the *Easement*) and temporary construction easement (the *Temporary Construction Easement*) over certain portions of the Property as such portions are described on the attached and incorporated Exhibit B (the *Utility Easement Area*).

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Grant of Easement.** The Owner grants to the Utility, and its licensees, a perpetual easement and right-of-way to construct, reconstruct, maintain, operate, supplement, and remove storm sewer infrastructure and a sidewalk, with the right of ingress and egress for the purpose of this grant, over the Utility Easement Area. The Utility agrees to construct all such improvements no later than 11/30/2016 (the *Final Completion Date*).

2. **Temporary Construction Easement.** During the period of construction or installation of

improvements within the Property, the Utility shall have a Temporary Construction Easement over those portions of the Property as described on Exhibit B for the purpose of transporting equipment and materials in connection with the construction or installation of improvements within the Property. The Temporary Construction Easement shall expire on the earlier to occur of (a) completion of installation as contemplated in Section 1, above, or (b) the Final Completion Date as specified in Section 1, above.

3. Indemnification. The Utility shall indemnify the Owner from and against all loss, costs (including reasonable attorney fees), injury, death, or damage to persons or property that at any time during the term of this Agreement may be suffered or sustained by any person or entity in connection with the Utility's activities conducted on the Property, regardless of the cause of the injury, except to the extent caused by the gross negligence or misconduct of the Owner or its agents or employees.

4. Consistent Uses Allowed. The Owner reserves the right to use the Easement and the Temporary Construction Easement for purposes that will not interfere with the Utility's full enjoyment of the Easement rights granted in this Agreement.

5. Restoration of Surface. The Utility shall restore the surface disturbed by any construction or maintenance of any equipment located within the Easement or the Temporary Construction Easement to its condition before the disturbance.

6. Covenants Run with Land. All terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Owner and the Utility and their respective successors and assigns. The party named as Owner in this Agreement and any successor or assign to the Owner as fee simple owner of the Property shall cease to have any liability under this Agreement with respect to facts or circumstances arising after the party has transferred its fee simple interest in the Property.

7. Non-Use. Non-use or limited use of the Easement or Temporary Construction Easement rights granted in this Agreement shall not prevent the benefiting party from later use of the Easement or Temporary Construction Easement rights to the fullest extent authorized in this Agreement.

8. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

9. Entire Agreement. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Walworth County, Wisconsin.

10. Notices. All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

11. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

12. **Waiver.** No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

13. **Enforcement.** Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.

14. **No Public Dedication.** Nothing in this Agreement shall be deemed a gift or dedication of any portion of the easements granted under this Agreement to the general public or for any public purpose whatsoever.

Dated: 5-28, 2015.

By: Samantha Allan
Samantha M. Allan, Owner

CITY OF WHITEWATER, Utility

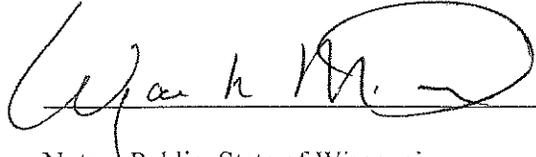
By: _____
Cameron Clapper, City Manager

Michele R. Smith, City Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF WALWORTH

This instrument was acknowledged before me on May 28th, 2015 by Samantha M. Allan,
Owner.



Notary Public, State of Wisconsin
My commission expires: is permanent

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF WALWORTH

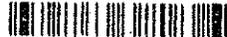
This instrument was acknowledged before me on _____, 2015, by Cameron Clapper, City
Manager and Michele R. Smith, City Clerk, for the City of Whitewater, Utility.

Notary Public, State of Wisconsin
My commission expires: _____

EXHIBIT A

Document Number

WARRANTY DEED



Doc # 814935

Recorded
May 10, 2011 3:58 PM

CONNIE J WOOLEVER
REGISTER OF DEEDS
WALWORTH COUNTY, WI
Fee Amount: \$30.00
Transfer Fees: \$495.00
Total Pages: 1

This Deed, made between STEVEN C. ANDERSEN and VICKI A. ANDERSEN, husband and wife, Grantor, and PHILIP J. ALLAN and SAMANTHA M. ALLAN, husband and wife as survivorship marital property, Grantee.

Grantor, for a valuable consideration, conveys to Grantee the following described real estate in Walworth County, State of Wisconsin (the "Property"):

Part of the Northwest 1/4 of Section 4, Town 4 North, Range 15 East, more particularly described as: All that certain piece or parcel of land in Section 4, T4N, R15E, in the City of Whitewater, Walworth County, Wisconsin, and being a part of what is known as Fireman's Park, more particularly described as follows: Starting in the center of Whitewater Creek at the Southwest corner of land owned by Frank Krumwiede and Lillie Krumwiede as described in Warranty Deed recorded April 14, 1947 in Volume 365 of Deeds at Page 303 as Document No. 397101, Walworth County Records, thence East on the South line of said Krumwiede's property to the point of intersection with the West line of George Street Lane, thence South along the West line of George Street Lane 462 feet to the place of commencement, thence continuing Southerly along the West line of George Street Lane to the center of Whitewater Creek, thence Northwesterly and following along the center of said creek to the Southwest corner of Benhard M. and Bernice A. Olson's property as described in Warranty Deed recorded April 6, 1949 in Volume 397 of Deeds on Page 81, Walworth County Records, thence East along Olson's South line to the West line of George Street Lane being the place of commencement.

Recording Area

Name and Return Address

Chicago Title Insurance Co.
210 E. O'Connor Dr.
Suite 107
Elkhorn, WI 53121

WSS 00061K

Parcel Identification Number (PIN)

This is homestead property.
(is) (is-not)

Together with all appurtenant rights, title and interests.

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except municipal and zoning ordinances, easements and restrictions of record, and public or private rights, if any, in such portion of the subject premises as may be presently used, laid out or dedicated in any manner whatsoever, for road, street, highway and/or alley purposes, rights of the public and adjoining owners in and to the free and uninterrupted flow of waters of any creek, spring or stream crossing the subject property, and will warrant the same.

Dated this 6 day of May, 2011.

[Signature]
* STEVEN C. ANDERSEN

[Signature]
* VICKI A. ANDERSEN

AUTHENTICATION

Signature(s) _____

authenticated _____ day of _____, _____

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by §706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY
MARK T OLM of
OLM & ASSOCIATES

(Signatures may be authenticated or acknowledged. Both are not

ACKNOWLEDGMENT

STATE OF WISCONSIN)

) ss.

WALWORTH County)

Personally came before me 6 day of
May, 2011 the above

Steven C. Andersen and Vicki A. Andersen

to me known to be the person(s) who executed the instrument and acknowledged the same.

[Signature] John J. T. Doher
Notary Public, State of Wisconsin
My Commission is permanent. (If not, state expiration
1-15-12)

* Names of persons signing in any capacity must be typed or printed below their signature. THIS IS A NON-STANDARD FORM

**Legal Description
Permanent Easement**

**Owner: Samantha M. Allan
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Thence South 1° 20' 40" West, 659.74 feet along said Westerly right-of-way line to "POINT A" also being the point of beginning;

Thence continuing South 1° 20' 40" West, 76.03 feet along said Westerly right-of-way line to the centerline of Whitewater Creek;
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Signed by Grantee's agent: _____ Date _____

Name of agent printed:
Wallace K. McDonell

CSM 2059

N/4 SEC. 4
T.4N., R.15E.

S 0° 32' 46" W
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S 1° 20' 40" W 659.74'

GEORGE STREET

S 1° 20' 40" W 21.21'

TEMPORARY EASEMENT
883 S.F.

POINT A

PERMANENT EASEMENT
1,531 S.F.

WHITEWATER CREEK

N 32° 04' 12" W
15.31'

N 32° 4' 12" W
11.53'

N 41° 34' 37" W
33.60'

N 60° 31' 39" W
9.29'

PERMANENT AND TEMPORARY EASEMENTS

**SAMANTHA M. ALLAN
GEORGE STREET RECONSTRUCTION
CITY OF WHITEWATER
WALWORTH COUNTY, WISCONSIN**



FIGURE NO. 1

JOB # 1407-079
36 of 36

8:38:57 AM

4/16/2015

user: heatherb

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