



**CITY OF WHITEWATER  
COMMON COUNCIL AGENDA**

Common Council Meeting

**Tuesday, July 7, 2015 - 6:30 p.m.**

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

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

**CONSENT AGENDA:**

CA-A	Approval of Council Minutes of 5/19/15 and 6/2/16.	P. 1
CA-B	Approval of Payment of Invoices Processed through 7/1/15.	P. 9
CA-C	Acknowledgement of Receipt and Filing of the Following: *Irvin L. Young Memorial Library Board Minutes of May, 2015.	P. 12
CA-D	Expedited Approval of the Following Items, Per City Staff Recommendation: O-4, O-5, O-6, C-5	n/a

**STAFF REPORTS:**

Streets Supt.	Janesville Street Railroad Construction Update. (Streets Supt. Request).	n/a
DTWW	Downtown Whitewater Quarterly Report	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:**

R-1	Amendment No. 3 to 2015 Salary Resolution to update Fire Department Salaries.	P. 19
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**ORDINANCES – First Reading**

O-1	Amending a Change in District Zoning Map to enact an ordinance to impose the R-2A Residential Overlay District Zoning classification under Chapter 19.19 of the Zoning Ordinance of the City of Whitewater for the property located at 604 W. High Street (/CL 00039) Cain Family . (Neighborhood Services Director Request).	P. 27
O-2	Adoption of Public Arts Ordinance (Councilmember Kidd Request).	P. 32
O-3	Amendment of Urban Forestry Committee Ordinance, to add an alternate member position to Committee.	P. 38

*O-4	Adoption of updated Municipal Boundary Ordinance. (City Clerk Request).	P. 39
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**ORDINANCES – Second Reading**

*O-5	Amending Chapter 14 of Municipal Code “Requiring Structures to Have a Key Lock Box Installed on the Exterior of the Structure for Fire Safety Purposes. (Neighborhood Services Director Request).	P. 50
*O-6	Amending Chapter 1.21, Schedule of Deposits, to incorporate Key Lock Box penalties into Municipal Code. (Neighborhood Services Director Request).	P. 53

**CONSIDERATIONS:**

C-1	Approval of Request for Proposals for Telephone system and authorization to go to bid for same. (IT Director Request).	P. 54
C-2	Discussion and possible approval for Downtown Whitewater to close Street for the purpose of holding a recurring City Market near Cravath Lakefront Park. (City Manager Request)	P. 67
C-3	Request for action on roofing bids received for municipal buildings. (Parks and Recreation Director Request).	P. 70
C-4	Approval of Memorandum of Understanding (“MOU”) between the City of Whitewater and UWW relating to the Police Communications Center. (Chief Otterbacher Request)	P. 77
*C-5	Endorsement of annual Agreement between Wisconsin Main Street Communities, Wisconsin Economic Development Corporation, and Downtown Whitewater, Inc. relating to Main Street Communities Agreement. (DTWW Request).	P. 84
C-6	Request for action on Wastewater Utility bid for Primary Clarifier No. 2. (Wastewater Treatment Supt. Request).	P. 97
C-7	Approval of Task Order with Strand Associates for Center Street Reconstruction. (Asst. City Manager Request).	P. 124
C-8	Councilmember requests for Future Agenda Items.	n/a
C-9	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.**

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

May 19, 2015

The regular meeting of the Common Council was called to order at 6:30 p.m. by Council President Patrick Singer. MEMBERS PRESENT: James Langnes, Chris Grady, Lynn Binnie, Ken Kidd, Patrick Singer. MEMBERS ABSENT: Stephanie Abbott, Craig Stauffer. LEGAL COUNSEL PRESENT: Wallace McDonell.

It was moved by Binnie and seconded by Grady to approve the Council Minutes of 4/21/15 and 5/5/15, and to acknowledge receipt and filing of the following: Parks and Recreation board Minutes of 4/14/15, Landmarks Commission Minutes of 4/2/15, Financial Reports for April, 2015, Report of Manually-Issued Checks for April, 2015, and Plan and Architectural Review Commission Minutes of 4/13/15.

**PAYMENT OF INVOICES.** It was moved by Binnie and seconded by Grady to approve payment of city invoices in the total sum of \$186,698.04. AYES: Langnes, Grady, Binnie, Kidd, Singer. NOES: None. ABSENT: Abbott, Stauffer.

**STAFF REPORTS:** City Manager Cameron Clapper presented to Ken Kienbaum with Whitewater Landmarks Commission a Proclamation Declaring May as Historic Preservation Month and a Proclamation Declaring May as Wisconsin Archeology Month. Tami Brodnicki updated Council with Downtown Whitewater's quarterly report. Ken Kienbaum updated Council with Landmarks Commission 2014 activities.

**HEARING OF CITIZEN COMMENTS.** Jason Kravenger, a citizen of the City of Whitewater addressed WI Act 72 of 1995, which states that any ordinance regarding the sale or carrying of firearms cannot be made stricter than what WI Act 72 sets forth. Kravenger addressed City of Whitewater Ordinance No. 7.72.20, which states that no person shall go about the City armed with any concealed and dangerous weapons. This regulation shall not apply to any policeman or any other officer properly authorized to be so armed. Kravenger further addressed City of Whitewater Ordinance No. 7.72.040, which states that no person other than a peace officer may possess, place or transport in or on any vehicle or automobile any firearm, bow, or crossbow unless such bow or crossbow is unstrung or enclosed within a carrying case or firearm that is unloaded and enclosed within a carrying case. Kravenger stated that the State of Wisconsin does not have regulations for open carry, with the exception that a person needs to be at least 18 years of age. Kravenger also stated that a bow or crossbow does not need to be unstrung in your vehicle or crossbow and a firearm may also be in a gun rack and not encased. Kravenger urged Council to amend or repeal City of Whitewater Ordinances 7.72.20 and 7.72.040.

**RESOLUTION AMENDING SPECIAL ASSESSMENTS RESOLUTION.** Assistant City Manager Chris McDonell stated that at the May 5, 2015 Common Council meeting, there was discussion as to how to update the Special Assessments Policy dated April 15, 1986, further amended March 6, 1996. McDonnell stated at that Council meeting, Council recommended not assessing for steps, sidewalk, new pavement or driveway aprons and continue to assess for sanitary sewer extensions, water main extensions, sewage lift stations, force mains and new developments. Council further advised that a hardship program should be looked into which would include

deferring payment for 5 years for low income households. Assistant City Manager McDonell recommended that Council not apply a hardship program towards utility improvements because utility extensions/improvements are driven by development or a resident choice to connect into the sanitary or water system. A resident would not be assessed until hooked into the system. McDonell further stated that the special assessment for the initial construction of curb and gutter needed to be addressed by Council. Council President Singer stated that curb and gutter is part of the street and that he would recommend striking the curb and gutter from the special assessment. It was moved by Binnie and seconded by Grady to approve the Special Assessments Resolution to remove curb and gutter and to add deferments for sanitary and water main extensions and other technical corrections as Council sees fit. AYES: Langnes, Grady, Binnie, Kidd, Singer. NOES: None. ABSENT: Abbott, Stauffer. APPROVED: May 19, 2015.

**FIRST READING OF ORDINANCE AMENDING THE ZONING MAP TO ENACT AN ORDINANCE TO IMPOSE THE B-1 (COMMUNITY BUSINESS DISTRICT) ZONING CLASSIFICATION UNDER CHAPTER 19.27 FOR A PORTION OF THE PROPERTY LOCATED AT 896 S. JANESVILLE STREET (/WUP 00316E) FOR PROGRESSING PROPERTIES, LLC.**

FIRST READING OF 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 Binnie and seconded by Councilmember Grady, who moved its adoption. AYES: Langnes, Grady, Binnie, Kidd, Singer. NOES: None. ABSENT: Abbott, Stauffer. FIRST READING APPROVED: May 19, 2015.

**APPROVAL OF AGREEMENT WITH WHITEWATER WIDEBAND, LLC RELATING TO USE OF CITY WATER TOWER SPACE SO AS TO PROVIDE WIFI IN CERTAIN LOCATIONS.**

City Manager Clapper explained that the Cravath Street water tower holds on top various antennas for various telecommunication firms and others that need that height to get their signals out throughout the community. Clapper stated that those companies pay rent monthly for that space. Clapper stated that the rents range between \$1,100 and \$3,000 per month, depending on the equipment that is put on the water tower. Clapper stated that on behalf of Downtown Whitewater, Whitewater Wideband, LLC is proposing to provide free internet access (WIFI) to portions of the downtown area which would include the Depot, Cravath Lakefront Park, and the Cravath Lakefront Center. Clapper stated that in exchange for the free WIFI service, the City of Whitewater would be providing space on the water tower at a significantly reduced rate of \$600 per month. Clapper further stated that if a competing internet service were to approach the City regarding the leasing of water tower space at a rate more consistent with previous rate levels, the City could require removal of Whitewater Wideband, LLC equipment in favor of a lease with another company at a higher monthly rate. Whitewater Wideband, LLC would have a time period to meet that rent increase or remove their equipment from the water tower. City Attorney Wally McDonnell confirmed the changes to the agreement. McDonnell also advised that the agreement with Whitewater Wideband, LLC is a test case with the hope that it could expand WIFI to the entire downtown area. Brian Madel, owner/operator of Whitewater Wideband, LLC, presented to Council information about his business and what it does. Councilmember Kidd inquired as to whether Whitewater Wideband, LLC could provide WIFI service to the Starin Park area. Madel advised that he would be able to provide WIFI service to that area if needed. It was moved by Binnie and seconded by Grady to approve the Agreement with Whitewater Wideband, LLC relating to use of City Water Tower Space so as to provide WIFI in certain locations. AYES: Langnes, Grady, Binnie, Kidd, Singer. NOES: None. ABSENT: Abbott, Stauffer. APPROVED: May 19, 2015.

**JOHNSON BLOCK'S ANNUAL PRESENTATION TO CITY AUDIT (2014 AUDIT YEAR).** Kevin Krynski from Johnson Block presented the City Audit Report for the 2014 audit year. It was requested by Councilmember Binnie to have City Finance Director Doug Saubert finalize the necessary paperwork for the City Manager, Assistant City Manager and City Clerk to be authorized City of Whitewater check signers.

**DONOHUE PRESENTATION REGARDING CITY RATE STUDY WITH REGARD TO THE NEW PROJECT AND REQUEST FOR APPROVAL OF METHODOLOGY RELATING TO RATE FORMULA.**

Nathan Cassidy with Donohue and Associates gave an overview as to the preliminary rate study relating to the proposed upgrades to the Wastewater Treatment facility. Cassidy stated that there are two separate categories for the calculation of the monthly service charge, one being a fixed monthly service charge and the second one being a volume charge. The Preliminary Study includes two options for the fixed monthly service charge. The first option is a fixed charge based on meter size and the second option is a single fixed charge for all users. Cassidy stated the City of Whitewater presently uses the first option. Councilmember Binnie inquired as to what other communities do. Wastewater Treatment Director Tim Reel stated that local communities were called and found that ten of those communities do it

by meter size and six of those communities do it as a flat fixed rate. Cassidy further stated that the City of Whitewater has been working with the DNR on implementing a 2-year phased loan rate increase. Cassidy stated that an advantage of using this type of loan is that rate increases can be split up over multiple years as opposed to one year. Cassidy stated that a disadvantage would be that additional costs with funding application and bond counsel, and interest rates could change for the 2017 portion of the loan. City Manager Clapper said the loan would not be a 50/50 split and that it could be an 80/20 split depending on which job would be worked on in that time frame. It was moved by Binnie and seconded by Grady to approve the methodology relating to rate formula by using Option 1, a fixed charge based on meter size. AYES: Langnes, Grady, Binnie, Kidd, Singer. NOES: None. ABSENT: Abbott, Stauffer.

**APPROVAL OF SPECIFICATIONS FOR DETENTION BASINS ON E. CLAY STREET, JAMES STREET AND MEADOWSWEET PARK AND AUTHORIZATION TO GO TO BID FOR SAME.** It was moved by Binnie and seconded by Kidd to approve specifications for detention basins on E. Clay Street, James Street and Meadowsweet Park and to go to bid for same. AYES: Langnes, Grady, Binnie, Kidd, Singer. NOES: None. ABSENT: Abbott, Stauffer.

**APPOINTMENT OF COUNCIL REPRESENTATIVES TO OPEN BOARD AND COMMISSION SEATS (ALCOHOL LICENSING COMMITTEE AND LANDMARKS COMMISSION).** It was moved by Kidd and seconded by Binnie to appoint James Langnes as Councilmember representative to the Alcohol Licensing Committee and the Landmarks Commission. AYES: Langnes, Grady, Binnie, Kidd, Singer. NOES: None. ABSENT: Abbott, Stauffer.

**APPROVAL OF CONTRACT WITH VALIA EXCAVATION LLC FOR STREAMBANK RESTORATION.** It was moved by Binnie and seconded by Langnes to approve contract with Valia Excavation LLC, in the amount of \$155,240.00 for stream bank restoration. AYES: Langnes, Grady, Binnie, Kidd, Singer. NOES: None. ABSENT: Abbott, Stauffer.

**REQUEST FOR DIRECTION REGARDING PUBLIC REQUEST FOR NEW PARK AT THE INTERSECTION OF WALWORTH AND INDIAN MOUND PARKWAY.** City Attorney McDonnell advised that if you dedicate a roadway as a park, the roadway can remain closed and not be used for vehicle traffic. McDonnell stated that if the roadway is abandoned, the land could go to adjacent property owners and would no longer be a public right away. McDonnell stated that it may be in the City's best interest to turn the area into a dog-friendly and pedestrian-friendly designation without dedicating the area as a park and not lose the highway right away. It was moved by Binnie and seconded by Grady to continue research as to designating the roadway as a temporary recreation area without abandoning the roadway. AYES: Langnes, Grady, Binnie, Kidd, Singer. NOES: None. ABSENT: Abbott, Stauffer.

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

**EXECUTIVE SESSION.** It was moved by Council President Singer and seconded by Councilmember Binnie to adjourn to closed session, *NOT TO RECONVENE*, per Wisconsin Statutes 19.85(1)(e) "Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session." Item to be Discussed: Negotiation of Agreement for Whitewater Aquatic Center. AYES: Langnes, Grady, Binnie, Kidd, Singer. NOES: None. ABSENT: Abbott, Stauffer. Being no further regular business to come before the City, the meeting adjourned at 9:00 p.m.

Respectfully submitted,

Teri Nowakowski,  
Deputy City Clerk

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

June 2, 2015

The regular meeting of the Common Council was called to order by Council President Singer. MEMBERS PRESENT: Stauffer, Langnes, Grady, Binnie, Abbott, Singer, Kidd. MEMBERS ABSENT: None. LEGAL COUNSEL PRESENT: Wallace McDonell.

**PAYMENT OF CITY INVOICES.** It was moved by Langnes and seconded by Abbott to approve payment of city invoices in the total sum of \$60,550.87. AYES: Stauffer, Langnes, Grady, Binnie, Abbott, Singer, Kidd. NOES: None. ABSENT: None.

**STAFF REPORTS:** Neighborhood Services Director Christine Munz-Pritchard gave an update on upcoming meetings to discuss citywide and downtown parking projects. City Forester Chuck Nass gave an update on the new tree plantings in downtown Whitewater.

**SECOND READING OF ORDINANCE AMENDING ZONING AT 896 S. JANESVILLE ST.**

**SECOND READING OF ORDINANCE AMENDING THE CITY OF WHITEWATER  
ZONING MAP AND ZONING CLASSIFICATION OF CERTAIN PROPERTY  
IN THE CITY OF WHITEWATER (896 SOUTH JANESVILLE STREET /WUP 00316E)**

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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 Langnes, who moved its adoption. Seconded by Councilmember Abbott. AYES: Stauffer, Langnes, Grady, Binnie, Abbott, Singer, Kidd. NOES: None. ABSENT: None. ADOPTED: June 2, 2015.

Cameron L. Clapper, City Manager

Michele R. Smith, City Clerk

**GEORGE STREET PROJECT AND PLEASANT STREET RECONSTRUCTION PROJECT.** Bids were let for the George Street and Pleasant Street projects. Two bids were received with Resseman's Excavating and Grading of Burlington being the lowest bidder.

(Total bid of \$1,596,380). The bids came in substantially higher than estimated. Staff is recommending not accepting the George Street reconstruction bid, and recommends rebidding the project in December 2015-January 2016. It is hoped that additional bidders will be attracted and lower bid amounts will be submitted. Some members of the Common Council expressed concern about the bids coming in *higher* if we wait until next year. Concerns about delaying the Pleasant Street project were expressed. It was moved by Binnie and seconded by Abbott to rebid the Pleasant Street project now, with the George Street project to be rebid in December 2015 / January 2016. AYES: Stauffer, Abbott, Grady, Binnie, Singer, Kidd, Langnes. NOES: None. ABSENT: None.

**APPROVAL OF RENEWAL OF BEER AND ALCOHOL LICENSES.** It was moved by Langnes and seconded by Abbott to approve the following Alcohol Licenses for the 2015 – 2016 licensing year:

**Class “A” Beer:** **Annie’s Pantry Plus**, Akbir Kaur Kang, Agent; **Campus Quick Shop**, Jason Michael McCardle, Agent; **Eastsider Citgo**, Michael Frawley, Agent; **Five Points BP**, Jason Michael McCardle, Agent; **The Station**, Amar Nath, Agent; **Walgreen’s** – Monica Hacker, Agent; **Whitewater Gas Mart**, Amrit Singh Gill, Agent; **Raceway Food Mart**, Mohan Singh, Agent.

**“Class A” Beer** (Beer and Liquor): **Sentry** – Donald Douglas, Agent; **Walmart** – Leon Qualls, Agent; **Westside Liquor**, Michael Frawley; **Acorn Beverage**, Richard Hartmann, Agent.

**Class “B” Beer** **Gus’ Pizza Palace**, George Christon, Agent; **LaPreferida**, Luis Islas Martinez, Agent; **Pizza Hut**, Laura Michel; **Rocky Rococo**, Kenneth Dahnert, Agent; **San Jose Mexican Store**, Jose Barajas, Agent; **Taco Fresco**, Amador Cortez, Agent.

**“Class B” Beer and Liquor** **841 Brewhouse**, Lucas Burns, Agent; **Beer Here** – John Cordio, Agent; **Black Sheep** – Tyler Sailsbery, Agent; **Brass Rail Saloon**, David Bergman, Agent; **Casual Joe’s**, Tyler Sailsbery, Agent; **Coyote Grill**, Dennis Salverson, Agent; **Cozumel Mexican Restaurant**, Jose Lopez, Agent; **Denny K’s Bar & Grill**, Dennis Knopp, Agent; **Ground Zero**, Katherine Gibbs, Agent; **Hawk Bowl**, Michael Kachel, Agent; **Hawk’s Nest**, Daniel Rodriguez, Agent; **Jessica’s Family Restaurant**, Ilmi Shabani, Agent; **Split Decision**, Michael Kachel, Agent; **College Pub**, Kirk Rasmussen, Agent; **Fat Jack’s of Whitewater**, Mark Wokasch, Agent; **Mitchell’s / Pumping Station**, Gregory Condos, Agent; **Rick’s Eastside Pub**, Richard Hartmann, Agent; **Station 1**, Patrick Wellnitz, Agent.

**Class C Wine License.** **Taco Fresco**, Amador Cortez, Agent; **Gus’ Pizza Palace**, George Christon, Agent.

AYES: Stauffer, Abbott, Grady, Binnie, Singer, Kidd, Langnes. NOES: None. ABSENT: None.

**SPECIAL COUNCIL MEETING.** City Manager Clapper requested that a special council meeting be held to allow for additional time needed to discuss the Wastewater Treatment Plant improvements. Clapper suggested that June 23, 2015 be considered for the meeting. It was agreed to meet on June 23<sup>rd</sup>.

**PAINT TRUCK PURCHASE.** This item was removed from the Council Agenda by City Manager Clapper.

**MEMORANDUM OF AGREEMENT WITH SANDRA ALLAN RELATING TO EASEMENTS ON GEORGE STREET.** It is necessary to obtain permanent and temporary easements from Sandra Allan so that the George Street reconstruction project can be completed. It was moved by Langnes and seconded by Abbott to approve a Memorandum of Agreement

between Samantha Allan and the City of Whitewater relating to George Street easements. AYES: Stauffer, Abbott, Grady, Binnie, Singer, Kidd, Langnes. NOES: None. ABSENT: None.

**COUNCILMEMBER REQUESTS FOR FUTURE AGENDA ITEMS.** Councilmember Kidd proposed a discussion regarding an ordinance relating to Knox boxes. Kidd also requested that discussion regarding repetitive malfunctioning fire alarms be brought before Council – within the next three councilmember meeting schedule.

**EXECUTIVE SESSION.** It was moved by Singer and seconded by Abbott to 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. AYES: Stauffer, Langnes, Grady, Binnie, Abbott, Singer, Kidd. NOES: None. ABSENT: None. Being no further business to come before the regular portion of the meeting, the meeting adjourned at 7:17 p.m.

Respectfully submitted,

Michele R. Smith, Clerk

## Report Criteria:

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
<b>AYRES ASSOCIATES INC</b>						
4947	AYRES ASSOCIATES INC	158659	WHITEWATER BIKE SYSTEM W	07/07/2015	1,156.90	450-57500-888
Total AYRES ASSOCIATES INC:					1,156.90	
<b>CITIES &amp; VILLAGES MUTUAL INSURANCE CO</b>						
6478	CITIES & VILLAGES MUTUAL IN	WC-15-1116	2015 WORKERS COMP PREMIU	07/07/2015	34,870.00	100-21532
Total CITIES & VILLAGES MUTUAL INSURANCE CO:					34,870.00	
<b>DIVERSIFIED BENEFIT SVC INC</b>						
4192	DIVERSIFIED BENEFIT SVC INC	204038	125 FSA FLEX ACCOUNT ADMI	07/07/2015	317.68	100-51500-217
Total DIVERSIFIED BENEFIT SVC INC:					317.68	
<b>DONOHUE &amp; ASSOCIATES INC</b>						
7077	DONOHUE & ASSOCIATES INC	12730-11	WASTEWATER TREATMENT PL	07/07/2015	59,779.55	620-62820-219
7077	DONOHUE & ASSOCIATES INC	12899-01	RFP ASSISTANCE CLARIFIERS	07/07/2015	5,820.60	620-62810-820
Total DONOHUE & ASSOCIATES INC:					65,600.15	
<b>HARRISON WILLIAMS MCDONNELL</b>						
62	HARRISON WILLIAMS MCDONN	203934	PINPOINT LOAN MATTER WITH	07/07/2015	180.00	900-56500-212
62	HARRISON WILLIAMS MCDONN	203935	SUBPOENA SVC-CITY VS JENS	07/07/2015	555.00	100-51300-212
62	HARRISON WILLIAMS MCDONN	203936	RESEARCH TID PLANS-CONF	07/07/2015	60.00	900-56500-212
62	HARRISON WILLIAMS MCDONN	203937	TID 5 EMAIL AND RESEARCH	07/07/2015	70.00	900-56500-212
Total HARRISON WILLIAMS MCDONNELL:					865.00	
<b>JIM'S KEY SHOP LLC</b>						
4833	JIM'S KEY SHOP LLC	3482	SCLAGE EV 626-C123 LOCK CY	07/07/2015	249.00	100-51600-355
Total JIM'S KEY SHOP LLC:					249.00	
<b>K.A.S. CUSTOM CLEANING</b>						
6868	K.A.S. CUSTOM CLEANING	16679	CRAVATH, STARIN AND MUNICI	07/07/2015	6,577.00	100-51600-246
6868	K.A.S. CUSTOM CLEANING	16679	CRAVATH, STARIN AND MUNICI	07/07/2015	1,375.00	100-55111-246
6868	K.A.S. CUSTOM CLEANING	16679	CRAVATH, STARIN AND MUNICI	07/07/2015	750.00	920-56500-246
Total K.A.S. CUSTOM CLEANING:					8,702.00	
<b>MIDWEST AQUATICS</b>						
7271	MIDWEST AQUATICS	06-23-2015	LAKE WEED CUTTING-JUNE 20	07/07/2015	8,850.00	630-63610-295
Total MIDWEST AQUATICS:					8,850.00	
<b>NEVCO INC</b>						
3996	NEVCO INC	148595	MPCX BASEBALL CONTROL	07/07/2015	310.69	100-53270-340
Total NEVCO INC:					310.69	
<b>QUARLES &amp; BRADY</b>						
529	QUARLES & BRADY	2063623	MOBILE MESH GAMES LN PRO	07/07/2015	70.50	900-56500-212

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
529	QUARLES & BRADY	2063624	SOLOMO TECH ROYALTY AGR	07/07/2015	196.00	900-56500-212
529	QUARLES & BRADY	2063625	MEEPER TECH PROF SERVICE	07/07/2015	68.00	900-56500-212
Total QUARLES & BRADY:					334.50	
<b>ROCK RIVER LABORATORY INC</b>						
257	ROCK RIVER LABORATORY IN	S32811	ANALYSIS-LAB 177767	07/07/2015	40.00	620-62890-295
Total ROCK RIVER LABORATORY INC:					40.00	
<b>ROZELLE ENTERPRISES INC</b>						
5838	ROZELLE ENTERPRISES INC	12111	EXTERIOR EGRESS FIXTURE R	07/07/2015	640.00	920-56500-250
Total ROZELLE ENTERPRISES INC:					640.00	
<b>SIMON LAW OFFICE</b>						
779	SIMON LAW OFFICE	06-18-2015	ANNEXATION SVCS RENDERE	07/07/2015	1,575.00	100-51400-219
Total SIMON LAW OFFICE:					1,575.00	
<b>SOUTHERN LAKES PLUMBING &amp; HEATING INC</b>						
7378	SOUTHERN LAKES PLUMBING	10047987	KOHLER PISTON ASSY-URINAL	07/07/2015	177.68	920-56500-250
Total SOUTHERN LAKES PLUMBING & HEATING INC:					177.68	
<b>STA-LITE CORP</b>						
102	STA-LITE CORP	5650	REPLACED 4 WAY SWITCH IN F	07/07/2015	50.67	100-51600-355
Total STA-LITE CORP:					50.67	
<b>TALLGRASS RESTORATION LLC</b>						
7516	TALLGRASS RESTORATION LL	2015703	NATURAL AREA STEWARDSHI	07/07/2015	750.00	920-56500-294
Total TALLGRASS RESTORATION LLC:					750.00	
<b>THYSSE PRINTING SERVICE</b>						
7361	THYSSE PRINTING SERVICE	70683	OUTFIELD SPONSOR BANNER	07/07/2015	743.55	248-55110-810
Total THYSSE PRINTING SERVICE:					743.55	
<b>TRI COUNTY COOLING &amp; HEATING LLC</b>						
5283	TRI COUNTY COOLING & HEATI	2121	LIBRARY INSTALL D4120 DUCT	07/07/2015	1,042.00	100-55111-355
5283	TRI COUNTY COOLING & HEATI	2123	STARIN PARK-ADD SUPPLY AN	07/07/2015	1,344.00	217-51600-850
5283	TRI COUNTY COOLING & HEATI	2124	STARIN PARK-FURNACE AND C	07/07/2015	6,000.00	217-51600-850
5283	TRI COUNTY COOLING & HEATI	2127	SPRING SERVICE PER CONTR	07/07/2015	443.00	100-51600-244
5283	TRI COUNTY COOLING & HEATI	2128	SPRING SERVICE PER CONTR	07/07/2015	438.00	100-51600-244
5283	TRI COUNTY COOLING & HEATI	2129	SPRING SERVICE PER CONTR	07/07/2015	229.00	100-51600-244
5283	TRI COUNTY COOLING & HEATI	2130	SPRING SERVICE PER CONTR	07/07/2015	239.00	100-51600-244
5283	TRI COUNTY COOLING & HEATI	2131	SPRING SERVICE PER CONTR	07/07/2015	375.00	100-55111-244
5283	TRI COUNTY COOLING & HEATI	2132	SPRING SERVICE PER CONTR	07/07/2015	599.00	100-51600-244
5283	TRI COUNTY COOLING & HEATI	2138	REPAIR BROKEN WIRE IN AIR	07/07/2015	68.00	100-51600-244
5283	TRI COUNTY COOLING & HEATI	2139	REPLACE BAD CIRCUIT BOARD	07/07/2015	404.00	100-51600-244
Total TRI COUNTY COOLING & HEATING LLC:					11,181.00	
<b>VELCHECK &amp; FINGER ROOF CONSULT INC</b>						
7273	VELCHECK & FINGER ROOF C	2015-21357	LABOR AND MATERIAL TO REP	07/07/2015	3,000.00	450-57500-899
7273	VELCHECK & FINGER ROOF C	2051-21358	LABOR AND MATERIAL TO CUT	07/07/2015	3,500.00	450-57500-899

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
Total VELCHECK & FINGER ROOF CONSULT INC:					6,500.00	
<b>WAL CO-SHERIFF'S DEPT</b>						
125	WAL CO-SHERIFF'S DEPT	APRIL 2015	APRIL 2015 PRISONER CONFIN	07/07/2015	285.00	100-51200-293
125	WAL CO-SHERIFF'S DEPT	APRIL 2015	MAY 2015 PRISONER CONFIN	07/07/2015	420.00	100-51200-293
Total WAL CO-SHERIFF'S DEPT:					705.00	
<b>WHITEWATER FIRE DEPT</b>						
284	WHITEWATER FIRE DEPT	04-21-2015	RADIO REPAIR	07/07/2015	368.40	100-52200-242
Total WHITEWATER FIRE DEPT:					368.40	
<b>WHITEWATER GLASS CO INC</b>						
408	WHITEWATER GLASS CO INC	05-26-2015	REPAIR DOOR THRESHOLD,PI	07/07/2015	334.88	100-51600-355
408	WHITEWATER GLASS CO INC	06-09-2015	FIX LOCK AT CRAVATH BLDING	07/07/2015	45.00	100-51600-355
Total WHITEWATER GLASS CO INC:					379.88	
<b>WHITEWATER ROTARY CLUB</b>						
6993	WHITEWATER ROTARY CLUB	06-12-2015	CAMERON CLAPPER 2ND Q RO	07/07/2015	187.00	100-51400-211
Total WHITEWATER ROTARY CLUB:					187.00	
Grand Totals:					144,554.10	

Dated: 07/01/2015

Finance Director: Doug Saubert

## Report Criteria:

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



*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 Chairperson Hartwick at 5:06 pm

Present: Brienne Brown, Chris Grady, Anne Hartwick, Richard Helmick,  
Danielle Hudson, Cory Pepler

Absent: Julie Caldwell

Staff Present: Stacey Lunsford, Diane Deana Rolfsmeyer

Hartwick welcomed new Board members Chris Grady and Brienne Brown

2. Election of Officers

Hartwick nominated herself as president, Helmick as vice-president, Pepler as secretary, and Caldwell as treasurer (who indicated her approval before meeting.)

MSC Hartwick/Helmick to approve the nominated candidates as officers

Ayes: Brown, Grady, Hartwick, Helmick, Hudson, Pepler

Nays: None

3. Monthly Reports

a) Approval of minutes of the April 20, 2015 regular meeting

MSC Hartwick/Brown to approve minutes for the April 20, 2015 regular meeting

Ayes: Brown, Grady, Hartwick, Helmick, Hudson, Pepler

Nays: None

b) Acknowledgment of receipt of financial reports for March 2015

MSC Hartwick/Hudson to acknowledge receipt of financial reports for  
March 2015

Ayes: Brown, Grady, Hartwick, Helmick, Hudson, Pepler

Nays: None

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

MSC Hartwick/Pepler to acknowledge receipt of special revenue fund receipts  
for April 2015

Ayes: Brown, Grady, Hartwick, Helmick, Hudson, Pepler

Nays: None



d) Approval of payment of invoices for April 2015

MSC Hartwick/Hudson to approve payment of invoices for April 2015

Ayes: Brown, Grady, Hartwick, Helmick, Hudson, Pepler

Nays: None

e) Acknowledgment of receipt of statistical reports for April 2015

MSC Hartwick/Pepler to acknowledge receipt of statistical reports for  
April 2015

Ayes: Brown, Grady, Hartwick, Helmick, Hudson, Pepler

Nays: None

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

MSC Hartwick/Brown to approve minutes for the April 20, 2015 regular meeting

Ayes: Brown, Grady, Hartwick, Helmick, Hudson, Pepler

Nays: None

4. Hearing of Citizen Comments

- a) No comments made

5. Old Business

a) Library Building Expansion Project ~ Discussion

1. Rental monies from properties purchased by the library for the expansion project ~ Discussion and Possible Action

1. In 2015, Doug will make deductions for previous years in the amount of \$150/year
2. Lunsford indicated that she rec'd the check for \$46,781 for Aug 2007-Dec 2014
3. Helmick acknowledged Lunsford's patience and diligence on this request

2. Review of contract for schematic design proposal from StudioGC ~ Discussion and Possible Action

1. Hartwick reviewed past presentation from architects
2. Questions were asked through Lunsford to the architects, mostly regarding the costs
3. One option is to redo the conceptual design, with a smaller footprint, at further cost
4. Lunsford pointed out that, if there is no addition, something will need to be done with the current properties on site



5. Members reviewed the design schematics
6. Questions about how to best proceed, the likelihood of fundraising the current amount.
7. Brown suggested looking into area companies for sponsorships, etc.
8. Discussion about the willingness of the community to fund such a project
9. Hudson wondered if the cost of the schematic design was (\$157,000) prohibitive
10. Brown wondered about parsing out sections (of the building) to allow families and organizations to fund them.
11. Lunsford suggested giving the architects an upper spending limit, and asking them to come back with changes.
12. Specific design details were discussed.
13. Discussion about the upper limit to take to architects
14. The Board directed Lunsford to ask the architects about reducing costs
15. Discussion included a review of the history leading up to this point, regarding the building project

b) Council and Community Communications ~ Discussion

1. Lunsford will try to get on the next City agenda to report on library system changes and votes

c) Creation of Standing Committees –

1. Hartwick proposed a committee related to Board Development, ensuring effective board processes and roles, nominations, future committees, succession planning, orientation, training, etc.
2. Other committee suggestions: Facilities, Fundraising, Community Relations, Building Addition,
3. Only standing committee: Evaluation. Brown will serve on this committee.

MSC Helmick/Grady to approve the establishment of a Board Development Committee.

Ayes: Brown, Grady, Hartwick, Helmick, Hudson, Pepler

Nays: None

Hartwick volunteered to be committee chair. Pepler volunteered. The committee will ask a new Board member to serve.



6. New Business

- a) Kraege collection—Report
  - 1. 28 binders have been indexed during the first year
- b) Approval of Library Director’s participation in the State Steering Group for Wisconsin Public Library Standards Revision ~ Action
  - 1. The Board approved and encouraged Lunsford in her participation of this group
- c) Play & Read AmeriCorps Grant through DPI ~ Discussion and Possible Action
  - 1. Lunsford wondered if the Community Foundation would be willing to assist.
  - 2. The Board directed Lunsford to draft a letter of application
- d) Review and approval of revised Internet Use Policy ~ Action

MSC Hartwick/Brown to approve the revised Internet Use Policy  
Ayes: Brown, Grady, Hartwick, Helmick, Hudson, Pepler  
Nays: None

- e) Review and reapproval of the Regarding Public Concerns About Library Resources policy ~ Action

MSC Hartwick/Grady to approve the Regarding Public Concerns About Library Resources policy  
Ayes: Brown, Grady, Hartwick, Helmick, Hudson, Pepler  
Nays: None

- f) Review and reapproval of the Records Retention policy ~ Action

MSC Hartwick/Pepler to approve the Records Retention policy  
Ayes: Brown, Grady, Hartwick, Helmick, Hudson, Pepler  
Nays: None

7. Staff & Board Reports.....7:30 pm

- a) Director’s Report
  - 1) **ADMINISTRATION**
    - a) A new dialer and IP interface were purchased for our fire alarm system with Per Mar to accommodate the update in phone service from copper-wire through AT&T to VOIP with Charter.
    - b) Nine work requests were entered in April.
      - i) The Community Room kitchen refrigerator was replaced as it had stopped working.



- ii) A small table was moved from the basement to the Maas house for storage.
- iii) The National Library Week banner was put up and taken down. (2 requests)
- iv) A variety of storage boxes were taken down to the basement for storage.
- v) The lock on my office door was repaired.
- vi) Plexiglas was installed once again in the door of the Little Free Library as it had been broken by vandals.
- vii) Four sets of wire shelves used during tax season were taken to the basement for storage.
- viii) Items on the fire inspection were corrected.

## 2) BUDGET

- a) We have replaced Envisionware as our time and print management software at a savings of \$780 per year. Papercut will be our new product and will be a one-time only cost of \$515.

## 3) PERSONNEL

- a) All staff participated in Active Shooter training presented by Detective Sergeant Dan Meyer and Detective Bill Becker of the Whitewater Police Department on Wednesday, May 6. A PowerPoint presentation about what to look out for and the options-based reaction protocol of Hide-Run-Fight was presented from 9:00 am -10:00 am and then staff members were trained in how to take down a shooter. Following that, three different scenarios were run in which staff had to use the different options effectively depending on the situation.
- b) SusanKay Johnson and Deana Rolfsmeyer attended the two-day Wisconsin Association of Public Libraries conference in Wisconsin Rapids on May 7 and 8.

## 4) LIBRARY COLLECTION

- a) We are completing the adult fiction weeding for the year. A large portion was completed by our spring practicum and intern students from UW-Whitewater, Kayla Linke and Delanie Sharpe. Delanie will be our practicum student next fall.

## 5) PUBLIC AND COMMUNITY RELATIONS

- a) I attended the Brain Fitness Fair hosted by Seniors in the Park from 1:00-3:00 pm on Wednesday, April 15. We had our intern download free brain games from the Apple Store and I demonstrated the games to approximately a dozen participants.



- b) From a patron re the literature drop on Make a Difference Day: She loved the bags that were handed out. She did not realize everything that was available here.

**6) LIBRARY BOARD RELATIONS**

- a) None.

**7) LIAISON RESPONSIBILITY WITH CITY, STATE, COUNTY, AND SYSTEM GROUPS**

- a) The Jefferson County Board of Supervisors voted 30-0 in favor of withdrawing from Mid-Wisconsin Federated Library System and joining with Waukesha County in creating a new two-county federated library system at their meeting on Tuesday, May 12. The next step is for the Waukesha County Board of Supervisors to change their ordinance to allow for a multi-county library system rather than their current one-county system at their meeting of June 23.

**8) PROFESSIONAL DEVELOPMENT**

- a) None.

b) Adult Services Report

- 1) The topic for the monthly Seed Exchange Library program on April 16<sup>th</sup> was Saving Native Seeds. There were representatives here from The Wild Ones and Tree City to present the topic. The library now has a small refrigerator that will house native seeds that need refrigeration before they are ready to be planted. These seeds are available for patrons to take home and plant.
- 2) Maker Monday met on April 20<sup>th</sup> with 4 in attendance. Our Practicum student Kayla and staff member Suzanne hosted the class on knitting. The supplies being used for the class were from the Mobile Maker Lab.
- 3) I proctored one online exam this month.

c) Youth Educational Services Report

- 1) **Northlands Storytelling Conference:** On Sunday, April 26<sup>th</sup> I attended a session on The Power of Heroes at the Northlands Storytelling Conference in Lake Geneva. The presenter had ideas for activities that could be used for the summer program, including the Batman Game, and also provided us with several good resources on the hero theme.
- 2) **Family Fun Night at Washington Elementary School:** On Friday, May 1<sup>st</sup> I attended Family Fun Night at Washington Elementary School. We had a bookmark activity for the kids to do, information regarding the library and the summer reading program, and we were able to sign one child up for a library card.
- 3) **WAPL:** SusanKay Johnson and I attended the Wisconsin Association of Public Libraries conference in Wisconsin Rapids from May 8<sup>th</sup>-May 10<sup>th</sup>. I attended sessions on teaching early literacy to parents, hosting writing clubs for elementary students, and providing online reader's advisory, among several others.



- 4) **If You Give a Librarian a Book:** Our Laura Numeroff party was successful with 10 attendees who participated in the Moose Muffin Challenge, the Pancake Relay Race, and Pin the Chocolate Chip on the Cookie. My favorite part of the program was when the children took one of the display books and had their own storytime after they finished the other activities.
  - 5) **Early Literacy Classes:** Attendance at our early literacy classes has increased substantially. The numbers for Rhyme Time have remained steadily high and attendance at Little Listeners and Growing Readers has nearly doubled.
  - 6) **1000 Books Before Kindergarten:** In April we had 5 new registrations for *1000 Books Before Kindergarten* for a total of 33 kids registered for the program. In addition 8 children reported reading-one at the 800 level.
- d) Board member reports
- 1) Report of the standing Evaluation Committee meeting of the Irvin L. Young Memorial Library Board of Trustees, April 15, 2015.
    - a) Attendees: Sharon Knight, Richard Helmick & Anne Hartwick
    - b) The purpose of this standing committee is to oversee the director's annual evaluation process. It is a committee of three current trustees.
    - c) Committee is making the following recommendations to the Board:
      - i) The composition of the committee shall be determined at the same meeting as the election of the officers.
      - ii) The committee shall be comprised of three members:
        - A senior member (trustee with 3-4 years' experience)
        - A junior member (trustee with 2-3 years' experience)
        - A freshman member (trustee with 0-1 years' experience)
      - iii) The chair shall be the senior member of the committee unless the board or committee decides otherwise.
8. Board member requests for future agenda items
- a) None
9. Confirmation of next meeting on June 15, 2015, 6:30 pm
10. Adjournment at 6:48pm



*City of Whitewater Council Agenda Item Information Sheet*

MEETING DATE: **07/07//15**

ITEM: **2015 Salary Resolution Amendment 3**

PRESENTER: **City Manager**

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

**SUMMARY OF ITEM BEING PRESENTED:**

**This amendment to the 2015 Salary Resolution includes a change to the classification of one Confidential Executive Assistant position as well as changes to Schedule VII relating to firefighters and EMTs.**

**An agreement with the Whitewater Volunteer Fire Department took effect on July 1, 2015. The Whitewater Fire Department will shortly be incorporated as a separate entity from the City of Whitewater. At that time, Schedule VII will no longer be needed in the annual salary resolution as it will continue to be listed in the City's agreement with the Whitewater Fire Department. Because the Whitewater Fire Department is in process of incorporating at this time, Schedule VII has been updated and included in this amendment.**

**Changing the pay grade for the Confidential Executive Assistant position (Schedule II) from Grade A to Grade B would bring the position up to the same pay grade as the Deputy Clerk, Neighborhood Services Administrative Assistant, and all Accounting Technician positions. The difference between the top of scale for the current pay grade and the top of scale for the proposed pay grade is \$2,995.**

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

STAFF RECOMMENDATION: **Staff requests approval.**

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

**2015 Salary Resolution Amendment 3  
Exhibit D – Hourly Pay Rates for Fire & EMS**

FOR MORE INFORMATION CONTACT:

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

**City of Whitewater  
2015 SALARY RESOLUTION  
AMENDMENT 3**

**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 July 1, 2015.

**SCHEDULE I ADMINISTRATIVE POSITIONS**

<b>Position</b>	<b># of Positions</b>	<b>Effective</b>	<b>Salary</b>
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**

<b>Pay Grade</b>	<b># of Positions</b>	<b>Classification Titles</b>	<b>Pay Grade</b>	<b># of Positions</b>	<b>Classification Titles</b>
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	Administrative Assistant I - Utilities	G	0	
B	1	Accounting Technician II - Utilities	H	1	Neighborhood Services Director
	1	Accounting Technician II - Payroll & Accounts Payable	I	1	Chief Information Officer
	1	Administrative Assistant I - Neighborhood Services	J	1	Water Superintendent
	1	Confidential Executive Assistant		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			

**SCHEDULE II  
PROFESSIONAL AND TECHNICAL EMPLOYEE PAY PLAN**

Pay Grade		Steps				
		1	2	3	4	5
A*	Hourly Wage 2080 Hours	15.38 31,993.73	15.85 32,969.66	16.53 34,391.14	17.24 35,855.04	17.91 37,255.30
B*	Hourly Wage 2080 Hours	16.48 34,287.24	17.24 35,855.04	17.97 37,382.59	18.72 38,947.42	19.47 40,500.82
C	Salary	37,252.62	38,945.12	40,637.87	42,332.13	44,024.88
D	Salary	40,231.10	42,060.37	43,887.07	45,716.09	47,546.90
E	Salary	44,153.49	46,160.04	48,166.32	50,174.14	52,181.68
F	Salary	47,604.70	49,768.39	51,931.06	54,096.28	56,258.69
G	Salary	51,055.65	53,377.01	55,697.08	58,015.61	60,336.97
H	Salary	54,506.85	56,983.06	59,461.82	61,936.50	64,416.78
I	Salary	57,956.78	60,591.67	63,225.03	65,858.90	68,493.78
J	Salary	61,406.46	64,197.48	66,990.03	69,779.77	72,572.07
K	Salary	64,858.94	67,806.08	70,754.77	73,700.65	76,649.31
L	Salary	68,308.88	71,413.43	74,519.51	77,623.04	80,730.15

\*Non-Exempt Position

**SCHEDULE III  
LIBRARY POSITIONS**

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

\*Non-Exempt Positions

**SCHEDULE IV  
WHITEWATER POLICE DEPARTMENT COMMUNICATIONS CENTER**

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

**SCHEDULE V  
PUBLIC WORKS DEPARTMENT**

Pay Grade	Classification Title	Step					
		1 0-11 mos.	2 12-23 mos.	3 24-35 mos.	4 36-47 mos.	5 48-59 mos.	6 60+ mos.
A	Lab Assistant	10.00	10.22	10.44	10.67	10.89	11.12
B	Custodian/Groundskeeper <i>Per 1,040 Hours</i>	15.41 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.						

**SCHEDULE VI  
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	\$15 per hour
Volunteer Fire	42	\$12 per hour
Rescue Squad Captain	1	\$13 per hour
Rescue Squad Lieutenant	4	\$13 per hour
Rescue Squad EMT's		\$12 per hour
EMT Driver		\$16 per hour
EMT Basic		\$17.50 per hour
EMT Intermediate		\$20 per hour
EMT On-Call Pay (Truck 1)		\$2 per hour
EMT On-Call Pay (Truck 2)		\$2 per hour
Fire Chief	1	\$19 per hour
1st Asst. Fire Chief	1	\$17 per hour
2nd Asst. Fire Chief	1	\$17 per hour
Fire Equipment Maintenance		\$100.00 per month stipend – Add \$1/hr to regular rate
EMS Equipment Maintenance		\$100.00 per month stipend – Add \$1/hr to regular rate
Fire Apparatus/Equipment Checks		\$50.00 per month stipend – Add \$1/hr to regular rate
Technical Rescue Equipment Maint		\$25.00 per month stipend – Add \$1/hr to regular rate

**SCHEDULE VIII  
PART-TIME EMPLOYEES**

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

**SCHEDULE IX  
PART-TIME SEASONAL EMPLOYEES**

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

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

\_\_\_\_\_  
Michele Smith, City Clerk

- AYES:
- NOES:
- ABSENT:
- ADOPTED:

# Exhibit D

## Hourly Pay Rate

### Fire Department and EMS Regular Rates for Fire and EMS Calls

#### Fire Command

- Chief: \$19 per hour
- 1<sup>st</sup> Asst. Chief: \$17 per hour
- 2<sup>nd</sup> Asst. Chief: \$17 per hour
- EMS Captain: \$14 per hour

#### Officers

- Captain: \$12 per hour
- Fire Lieutenant: \$12 per hour
- EMS Lieutenant: \$13 per hour

#### General Fire Member

- Firefighter: \$12 per hour
- EMT: \$12 per hour
- Fire Inspector: \$15 per hour

#### Technical Rescue

- Captain: \$13 per hour
- Lieutenant: \$13 per hour
- Firefighter: \$12 per hour

#### EMS Transport Rates

- EMT- I: \$20 per hour
- EMT-B: \$17.50perhour
- Driver: \$16 per hour

#### EMS On Call Rates

- All Members: \$2 per hour

### Public Education

- Member regular hourly rate plus applicable special assignment rate

### Special Assignment Rates

#### Fire Equipment Maintenance:

- Add \$1 per hour to regular rate
- \$100/month stipend

#### EMS Equipment Maintenance

- Add \$1 per hour to regular rate
- \$ 100/month stipend

#### Fire Apparatus/Equipment Checks

- Add \$1 per hour to regular rate
- •\$50/month stipend

#### Technical Rescue Equipment Maintenance

- Add \$ 1 per hour to regular Technical Rescue rate

- \$25/month stipend

## **Exhibit D (continued)**

Member hourly pay for emergency calls will commence from time of page-out with a 1 hour minimum and .5 hour increments thereafter. Hourly pay will end when the member and/or call is released by Incident Command or EMS Command/Crew Leader. Reasonable measures will be taken to ensure that an emergency call is concluded in a timely manner.

Current EMS transport and on call rules will continue to apply.

Current EMS standby agreements with University will continue to apply.

The Whitewater Volunteer Fire Department takes great pride in the history and tradition of service provided to our community. We will continue to show our pride in the care and concern for our members, our station and our apparatus. As a result, members that have responded to the station for an emergency call and are put on a standby status will be required to perform station duties in order to receive the minimum 1 hour pay.

Members who arrive at the station for a call and are designated by Incident Command as standby must remain at the station until released by Incident Command or the when the call ends.

Members will receive a maximum of 1 hour regular pay, plus any applicable Special Assignment Rate, for attendance at all regular and special Fire Department meetings, all Fire Department training and all other related fire training.

Fire Command shall receive pay at their regular rates for municipal meetings.

Fire Members called to testify in a court of law by subpoena will receive their regular hourly rate, plus any applicable Special Assignment Rate.

Time spent on Fire Department and EMS business and activities not specifically set forth above shall not be compensated.



*City of Whitewater Council Agenda Item Information Sheet*

MEETING DATE: 1/20/2015

ITEM: 158 N. Tratt Street Rezone Request

PRESENTER: City Planner

PREVIOUS ACTION, IF ANY: None.

SUMMARY OF ITEM BEING PRESENTED: **Proposed Conditional Use Permit and Zoning Map Amendment to Impose the R-2A Residential Overlay District to Enable increased density for new housing per Section 19.19 at 604 W High Street (TaxID # /CL 00039), for Joa Cain, Francis Cain and Janeen Cain.**

BUDGET IMPACT, IF ANY: N/A

BOARD, COMMISSION, OR COMMITTEE RECOMMENDATION, IF ANY: **The Plan and Architectural Review Commission took action to reluctantly recommend approval on June 8th, 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), 262-473-0100.**

To: City of Whitewater Plan and Architectural Review Commission

From: Christine Munz-Pritchard, City Planner

Date: June 8<sup>th</sup> 2015

Re: **Item # 7 & 8** Proposed Zoning Map Amendment to Impose the R-2A Residential Overlay District Zoning and to Enable up to Four (4) Unrelated Persons in a Residence per Section 19.19 at 604 W. High Street (tax parcel # /CL 00039) for Joa Cain, Francis Cain and Janeen Cain.

<b>Summary of Request</b>		
<b>Requested Approvals:</b>	Zoning Map Amendment to Add the R-2A Overlay District and up to Four (4) Unrelated Persons in a Residence	
<b>Location:</b>	604 W. High Street	
<b>Current Land Use:</b>	R-2 One and Two Family Residential	
<b>Proposed Land Use:</b>	Same, but with up to four (4) unrelated individuals	
<b>Current Zoning:</b>	R-2 One and Two Family Residential	
<b>Proposed Zoning:</b>	R-2A Overlay District over the Current R-2 Zoning District	
<b>Comprehensive Plan's Future Land Use:</b>	Central Area Neighborhood	
<b>Surrounding Zoning and Current Land Uses:</b>		
<b>Northwest:</b>		<b>Northeast:</b>
R-2 One & Two-Family Residence District		R-2 One & Two-Family Residence District
	Subject Property	
<b>Southwest:</b>		<b>Southeast:</b>
R-2 One & Two-Family Residence District		R-2 One & Two-Family Residence District

**Description of the Proposal:**

The existing dwelling is a single (one) family residence. This proposal involves a request to amend the Zoning Map to add the R-2A Residential Overlay zoning district to the existing R-2 zoning district and to approve a Conditional Use Permit to increase the number of permitted unrelated individuals in a non-family household from three (3) to four (4).

The R-2A Residential Overlay district is established by Chapter 19.19 of the Zoning Ordinance. Adopting the R-2A Residential Overlay district enables the consideration of a Conditional Use Permit, which if approved, would increase the number of permitted unrelated individuals in a non-family household three (3) to four (4).

**PLANNER'S RECOMMENDATIONS:**

I recommend that the Plan and Architectural Review Commission recommend approval of the proposed Zoning Map Amendment to add the R-2A overlay zoning district and four (4) non-related individuals to the subject property, subject to the finding presented below.

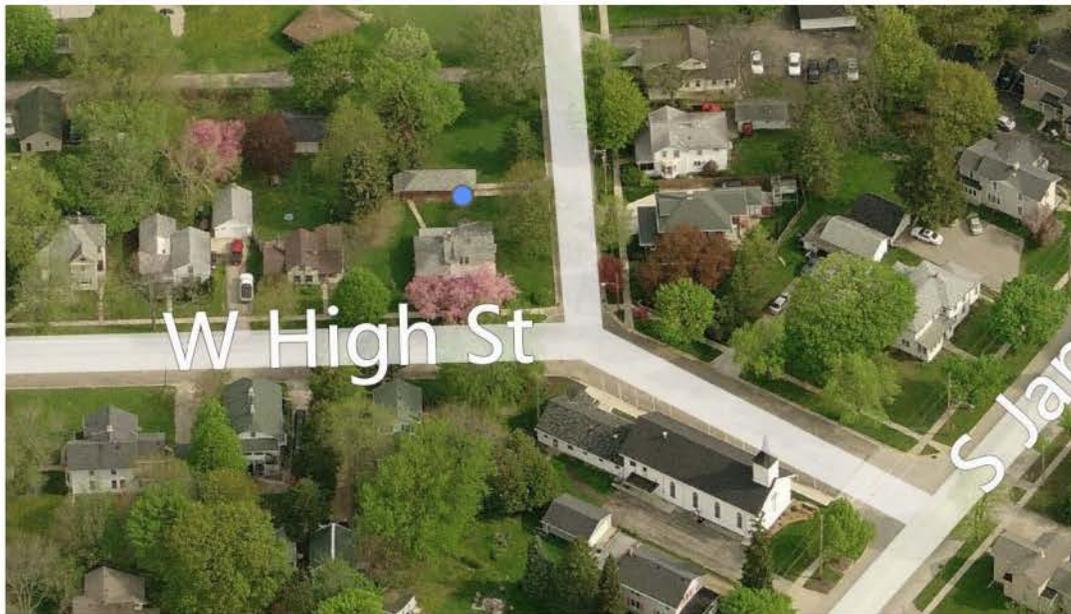
**SUGGESTED FINDING TO BE MADE BY THE PLAN COMMISSION**

1. 4 parking stalls will be required under 19.51.130.
2. The proposal asks that the first floor den is converted into a bedroom. The converted bedroom must meet all the codes of a bedroom. A permit also must be obtained to convert the den to a bedroom.
3. No exterior building modifications are being proposed.
4. Any other conditions identified by City Staff or the Plan Commission.

**Analysis of Proposed Conditional Use Permit for: 604 W. High Street**

*Conditional Use Permit Review Standards per Section 19.66.050:*

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.	No	All utilities are adequate. The parking area needs to be redesigned in order to meet the current parking requirements.
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 single family use of the property.
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-2A District and the Comprehensive Plan.



## Public Art Ordinance

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### Purpose

These regulations relating to Community Art in the City of Whitewater (here after referred to as the “City”) further the following purposes:

- A. Public artwork is meant to be seen, but more so experienced, as a work of art can help inspire and provide perspective no matter what the subject at hand. Artwork should be proposed in the following areas and ways:
  - a. Integrating public artwork into parks, greenbelts and other public locations.
  - b. Building cohesion through projects that engage the Public.
  - c. Using art as a way to celebrate, reflect and enhance the character and history of a space.
  - d. To add interest to public spaces.
- B. In developing its vision for the future of the city, the city council believes that planning and development decisions should give aesthetic and social value equal weight with any project’s functional and economic value. Community art strengthens public places and enhances and promotes Whitewater’s identity as a livable and creative city and a desirable place to live, work and visit. Therefore, the council wishes to implement a process and provide opportunities to involve artists in the design, implementation and integration of art in community projects.
- C. The presence of works of art and decorative elements in public places in the City enhances the quality of life, promotes the general welfare, maintains the quality of the environment and property values, and enhances the attractiveness of the City for residents and visitors.
- D. Identifying locations for public works of art and decorative elements and participating in the building of a community art collection of high quality can be stimulating and unifying for the City and contribute to civic pride reflective of the City's diversity.

- E. The artwork is intended for public owned spaces and the following zoning districts: B-1, B-1A, B-2, B-3, M-1, M-2 and WUTP.
- F. Public Artwork is defined as art in any media that has been planned and executed with the intention of being staged in the physical public domain, usually outside and accessible to all. Public artwork is significant within the art world, amongst curators, commissioning bodies and practitioners of public art, to whom it signifies a working practice of site specifically, community involvement and collaboration.

## Permitted Use

### A. Creative Building Art

1. A non-commercial message, picture, scene, sculpture, or diagram exhibited on the outside wall of a building or structure through the application of paint, canvas, tile, panels, clay, wire, plaster or similar materials such that the wall becomes the background surface or platform for the Creative Building Art.
2. A one-of-a-kind, hand-painted, hand-tiled, or digitally printed image on the exterior wall of a building that does not contain any commercial message.
3. For definition purposes, a commercial message is any message that advertises a business conducted, services rendered, or goods produced or sold.
4. May be considered a wall sign or commercial message if it contains words, logos, trademarks, or graphic representations of any person, product, or service for the purpose of advertising or identifying a business.

### B. Vintage Building Art

1. Must be at least twenty-five (25) years old or an exact duplicate of an original work of art where the combined age of the exact duplicate and original work of art is at least twenty-five (25) years.
2. Possess unique physical design characteristics, such as size, configuration, message, color, texture, etc.
3. Be of extraordinary significance to the City, regardless of the use identified by the work of art.

### C. Public Art Installation

1. The Art location may be a facility, amenity, or project that does not contain any commercial message and which is an “approved public arts project”
2. Consisting of:
  - acquisition or placement of publicly accessible works of art;
  - provision of arts or cultural services; or
  - restoration or preservation of existing works of art.
3. Additionally, Public Art Installations are included in the proposed ordinance to ensure that all community art (whether a mural or other object) is treated similarly and does not conflict with the City’s regulations pertaining to commercial messages and signage.

## Site Selection

The site must be public property or private property with written permission. Sites must be situated so that the art is visible and accessible to all members of the community. Additionally, the artwork must not seriously disrupt the flow of pedestrian or vehicular traffic or adversely alter the environmental conditions of the selected site. Structural and maintenance issues of the prospective artwork will also be considered when selecting a site, as some areas will be prone to public interactions with the art. In selection of a site the Public Works Department should be notified to insure that any existing utilities will not be affected. A work installed in these areas must be structurally sound to ensure the safety of the community as well as the longevity of the work.

## Accession

All works of art purchased, commissioned or accepted as donations become property of the City of Whitewater. All City artwork is maintained by the City and included in an inventory kept by the Public Art Committee.

People wishing to donate artwork to the City must submit slides, a written description of the work, and a rationale for the gift. The Public Art Committee will review the submitted piece for quality, maintenance requirements, donor stipulations, safety issues of the piece, availability of an appropriate site, and advice of the administrators at that site. Based on this review the Public Art Committee will either accept or decline the donation.

## Selection Processes

There are three (3) standard ways of purchasing a piece of art. In addition to these, the City may acquire artwork through gifts. For each of the processes outlined, the Public Art Committee and City's Acquisition Procedures will be used.

- A. **Open Competition:** Artists submit proposals in response to a public advertisement. The selection committee then reviews the proposals and recommends an artist or artists for acquisitions or requests more detailed proposals from selected artists.
- B. **Limited, Invitational Competition:** The Public Art Committee recommends a limited number of artists on the basis of an interview or review of work. The artists are then invited to develop a site-specific proposal for a particular project. The artists are given an honorarium and all the necessary information as well as the opportunity to present a model and proposal to the committee. The selection committee then reviews the submitted proposals and recommends acquisitions. This process might be most appropriate for art projects calling for collaboration between an artist and an architect or landscape artist.
- C. **Direct Invitation:** In this process, if there is a majority of the Public Art Committee that feels one artist is particularly well qualified for a project s/he might be invited to submit a proposal and a model thereby bypassing the competition process. This process may be suitable should the appropriate situation arise (skip to D.8. below).
- D. Acquisition Procedures

1. Public Art Committee defines the project, i.e. location of work or capital project with which art is associated, and the method of selection. Methods of selection may include open competition; invitational competition; or direct selection.
2. Public Art Committee defines parameters of project to be used in the call for artists or direct selection, develops a budget for the project, and drafts a proposed call for artists or artists selection for City Council approval. Public comment will be invited before the Public Art Committee. For direct selection, proceed to step #8.
3. City Council considers proposal.
4. Public Art Committee determines need for panel to work on selection process for project and identifies participants. Panels will include members of the Public Art Committee, design professionals, and representatives of the user group/neighborhood.
5. Public Art Committee reviews initial submittals, which include the artist's experience and qualifications, references, and preliminary proposal(s) for the project or specific works of art, to determine compliance with the call for artists.
6. The panel, if convened by the Public Art Committee, selects two or three semi-finalists from the group of qualified artists submitted to the panel by the Public Art Committee. The semi-finalists may be asked to submit refined proposal(s). Semi-finalists may be paid a fixed honorarium, costs of travel and a per diem, depending upon the approved budget.
7. The Public Art Committee reviews the submittals of the two to three semi-finalists. The artist(s) may present their work at a public meeting. The artists' work is displayed in a public place for up to one week. Written comments from the public will be invited during this week. A public forum is held for discussion and input to the Public Art Committee on selection of the preferred artist. The Public Art Committee recommends the finalist to the City Council.
8. City Council approves or denies the selection. Denial requires direction to the Public Art Committee from the City Council and beginning the process again at the appropriate step.
9. After an affirmative vote by the Council, the Public Art Committee works with selected artist on refinement of concept, timeframe for completion of work, final budget, and approves the contract for work.
10. The Public Art Committee recommends contract to City Council
11. City Council approves contract.

## Maintenance

Before a work is accepted into the City's collection, the artist must submit:

- A. A detailed list of exact types, brands, and colors of materials used.
- B. A summary of cleaning instructions.
- C. Estimated annual maintenance needs and costs in dollars.

This information will be kept on file with the inventory of the City's collection. Any maintenance or restoration responsibilities that the artist might have must be clearly explained in the contract and agreed upon before the work becomes a part of the City's collection. A maintenance and

inspection schedule suitable for the site and the work will be discussed with the artist and implemented upon possession of the work. Complete records of inspections, cleanings, and conditions of the works will be kept on file in the inventory. If a work in the City's possession becomes damaged in any way, the City may contact the artist to see if s/he can make the necessary repairs, or contact the necessary agencies or conservators to repair the work.

### **Deaccession/Relocation**

After due consideration, the City Council may authorized the removal of a work. To remove a piece one or more of the following situations must exist:

- A. The artwork in its present state poses a safety hazard to the public or the environment.
- B. Restoration of the work aesthetically and/or structurally is not feasible, or the expense of such restoration would be disproportionate to the value of the work
- C. The architectural support (building, wall, streetscape) is to be removed or destroyed if relocation of the work is not feasible.
- D. Prolonged protest of the work persists to the extent that the work detracts rather than enhances the site and the community
- E. The work acts as an encumbrance to the use of public property
- F. The public use of the site has changed or is proposed to change in a manner that is no longer compatible with the artwork.
- G. If a work is to be moved/modified, the artist must be notified before the change, if at all possible. In the instance that a work must be removed from the City's collection, the artist must be notified and given the opportunity to purchase the art from the City. In all situations, the rights of the artist will be respected as defined in the Visual Artists Rights Act of 1990, unless waived by the artist.

### **Community Initiated Public Art**

The **Community Initiated Public Art Application** should be completed and submitted with proposals to the Public Art Committee for their review and possible recommendation to the City Council for final consideration.

Applications can be submitted to Neighborhood Services Department at the City of Whitewater located at 312 W Whitewater St. Applications must be submitted no less than one week prior to the "Public Discussion of any item not on the agenda". Applications presented at "public discussion" cannot be officially discussed or acted upon by the Public Art Advisory Committee until the next meeting when it can be placed on the agenda.

### **Public Art Committee**

This Committee acts in the public interest on all matters relating to the Public Art Ordinance including the selection, placement, and maintenance of works of public art throughout the City. The Committee provides public input in the administration and planning of the Public Art.

**Membership:**

The membership of this Committee shall be appointed by the procedure set forth in chapter 2.12.011 shall be comprised of five (5) members. Composition is specified as follows:

- 1 member from the Whitewater Arts Alliance
- 1 member from Board of Common Council or their designee
- 1 member of Downtown Whitewater
- 2 members who are private citizens of the City of Whitewater with demonstrated knowledge and appreciation for visual art
- As the need arises, the Committee may appoint non-voting ex-officio members to provide expertise or otherwise represent a particular interest unique to a location or characteristic of a work of art

**TERMS:**

Members shall serve three (3) year terms.

ORDINANCE No. \_\_\_\_\_  
AN ORDINANCE ADDING AN ALTERNATE MEMBER TO THE URBAN FORESTRY  
COMMISSION

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

SECTION 1. Whitewater Municipal Code Chapter 2.52, Section 2.52.090(1) is hereby amended to read as follows:

(1) Creation and Membership. The urban forestry commission is hereby established as a permanent committee of the park and recreation board. There shall be seven regular members and one alternate member on the Whitewater Urban Forestry Commission. Membership shall be as follows:

- (a) Five citizen members and an alternate citizen member shall be appointed under the procedures set forth in Whitewater Municipal Code, Chapter 2.12, each serving three-year terms, staggered annually.

Ordinance introduced by Council Member \_\_\_\_\_, who moved its adoption.

Seconded by Council Member \_\_\_\_\_.

AYES:  
NOES:  
ABSENT:  
ADOPTED:

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

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

*City of Whitewater Council Agenda Item Information Sheet*

MEETING DATE: 7/7/15

ITEM: Municipal Boundary Ordinance Adoption

PRESENTER: Presentation not necessary

PREVIOUS ACTION, IF ANY: N/A

**SUMMARY OF ITEM BEING PRESENTED:**

Whenever municipal boundaries change, Statutes require that the City amend the legal description of the City boundaries. We have now received the revised city boundary description thanks to Attorney Mitch Simon, and can adopt the amendment that occurred due to the Fairhaven annexation. (north end of the City).

**BUDGET IMPACT, IF ANY:**

None.

**BOARD, COMMISSION, OR COMMITTEE RECOMMENDATION, IF ANY:**

N/A – this is an administrative update.

**STAFF RECOMMENDATION:**

Adoption of ordinance amending the boundaries.

**RECOMMENDED MOTION:**

Approval of ordinance amending Municipal Boundaries.

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

Ordinance

**FOR MORE INFORMATION CONTACT:**

Michele Smith (262) 473-0102

**ORDINANCE NO. \_\_\_\_\_**  
**AN ORDINANCE AMENDING CHAPTER 1.24 “CITY LIMITS”**

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

**SECTION 1.** Whitewater Municipal Code Section 1.24.010 is hereby amended to read as follows:

1.24.010 City boundaries.

All that territory and section of Walworth and Jefferson Counties, Wisconsin described as follows shall constitute the extent and limits of the City of Whitewater:

Beginning at the NE corner of Section 3, T4N, R15E, thence West along the North line of said Section 3, 65.5 feet more or less, to the SE corner of Section 34, T5N, R15E; thence North along the East line of said Section 34, to a point 2474.96 feet South of the East 1/4 corner of said Section 34; said point being the SE corner of Certified Survey Map 2436; thence westerly 333.90 feet along the South line of said Certified Survey Map; thence North 391.37 feet along the West line of said Certified Survey Map; thence East 333.90 feet along the North line of said Certified Survey Map to the East line of said Section; thence North along the East line of said Section 34 2083.59 feet to the East 1/4 corner of said Section 34; thence West along the South line of the Northeast 1/4 of said Section 34 to its intersection with the southerly extension of the West line of the Plat of Crestwood Heights as recorded in the Office of the Register of Deeds for Jefferson County, Wisconsin in Volume 8 of Plats on page 32; thence northerly along said extension and the West line of said Crestwood Heights to the Northwest corner of Crestwood Heights; thence southeasterly along the North line of Crestwood Heights 504.59 feet to an angle point in the northerly line of Lot 10 of Crestwood Heights; thence S 74°43' E along the North line of Crestwood Heights 216.18 feet to the Northeast corner of Lot 10 of Crestwood Heights; thence continuing S 74°43' E 1292.16 feet more or less to the East line of the Northeast 1/4 of said Section 34; thence North along the East line of the Northeast 1/4 of said Section 34 to a point lying 572.3 feet South of the Northeast corner of said Section 34; thence N 85°20' W 779.0 feet; thence N 0°31' E 510.7 feet to a point on the North line of said Section 34 which lies 771.1 feet West of the Northeast corner of said Section 34; thence West along the North line of the Northeast 1/4 of said Section 34 to the North 1/4 corner of said Section 34; thence westerly and southwesterly along the centerline of State Trunk Highway 59 to the point of intersection of said centerline and the westerly extension of the northerly-most line of Lot 1 of Certified Survey Map No. 3197 recorded in the Office of the Jefferson County Register of Deeds in Volume 13 of Certified Surveys at page 249; thence N 84°51'50" E, along said extension of the northerly-most line of said Lot 1, to the East right of way line of STH 59; thence southerly along said right of way 1368.94 feet, as described on CSM #3197, to the NW corner of an existing parcel; thence S 84°19'20" E along the North line of said parcel 179.91 feet; thence N 1°20'45" W 2.0 feet; thence S 84°02'15" E 432.77 feet to the NE corner of said parcel; thence S 0°22'15" E 194.44 feet to the SE corner of said parcel; thence N 86°27'10" W 607.71 feet to the SW corner of said parcel, said corner described on the East right of way line of STH 59; thence

S 11°30'15" E along said right of way line 152.76 feet; thence S 1°19'25" E along said right of way line 976.83 feet; thence southeasterly along a curve in said right of way line 665.86 feet; thence S 11°28'15" E along said right of way line 210.31 feet to the NW corner of an existing tract; thence N 78°31'45" E 535.85 feet to the NE corner of said tract; thence S 11°28'15" E 417.39 feet; thence S 3°09'45" W 599.15 feet to the SE corner of said tract; thence S 88°56'40" W 415.0 feet to the SW corner of said tract, described on the East right of way line of STH 59; thence southeasterly along a curve in said right of way line 66.0 feet to the South line of Section 34; thence S 88°56'40" W along said South line to the SW corner of said Section 34; thence westerly along the South line of Section 33, T5N, R15E, to the SW corner of the SE 1/4 of the SE 1/4 of said Section 33; thence northerly along the West line of the SE 1/4 of the SE 1/4 and along the West line of the NE 1/4 of the SE 1/4 of said Section 33 to the NW corner of the NE 1/4 of the SE 1/4 of said Section 33; thence East along the North line of the NE 1/4 of the SE 1/4 of said Section 33 to the SW corner of Lot 1 of Certified Survey Map No. 1909 recorded in the Jefferson County Register of Deeds Office in Volume 6 of Certified Survey Maps at page 133; thence North along the West line of Lot 1 of said CSM 1909 to the Northwest corner of said Lot 1 of CSM 1909, said Northwest corner of Lot 1 of CSM 1909 also being the Southwest corner of Lot 1 of Certified Survey Map No. 2744 recorded in the Office of the Register of Deeds for Jefferson County, Wisconsin in Volume 10 of Certified Surveys at page 250; thence North along the West line of Lot 1 of said CSM 2744 to the Northwest corner of Lot 1 of said CSM 2744, said Northwest corner of said Lot 1 of CSM 2744 being a point on the West line of CSM 369 recorded in the Office of the Register of Deeds for Jefferson County, Wisconsin in Volume 2 of Certified Surveys at page 137; thence northerly along the West line of said CSM 369 to the Northwest corner of CSM 369; thence easterly, along the North line of said CSM 369, 558.78 feet more or less to a point on the West right of way line of STH 59; thence northerly along the West right of way line of STH 59 to the point of intersection of said westerly right of way line of STH 59 with the westerly right of way line of County Trunk Highway D; thence northerly along the westerly right of way line of County Trunk Highway D to the North line of Section 33; thence easterly 33 feet more or less along the North line of said Section 33 (said North line of Section 33 also being the South line of Section 28, T5N, R15E), to the Southeast corner of Section 28, T5N, R15E; thence North, along the East line of said Section 28, to the East 1/4 corner of said Section 28; thence West along the North line of the Southeast 1/4 of said Section 28 to the Northwest corner of the East 2/3 of the West 1/2 of the Southeast 1/4 of said Section 28; thence South along the West line of the East 2/3 of the West 1/2 of the Southeast 1/4 of said Section 28 to the South line of said Section 28, said South line of said Section 28 also being the North line of Section 33, T5N, R15E; thence westerly, along the North line of said Section 33, to a point 558.47 feet East of the NW corner of said Section 33; thence S 3 degrees 02' 00" W, 891.85 feet to the NE corner of CSM 1514; thence N 88°48'00" W, 517.03 feet along the North line of said CSM 1514 to the NW corner of said CSM 1514, said corner being 891.49 feet South of the NW corner of said Section 33 on the West line of said Section 33, said corner also being on the centerline of Fremont Road; thence S 0°21'57" W, 341.12 feet along said centerline; thence S 4°29'00" E, 452.52 feet along said centerline; thence S 3°30'00" E, 203.74 feet along said centerline; thence S 0°19'00" E 226.56 feet along said centerline; thence S 5°07'00" W, 173.31 feet along said centerline to the SW corner of said CSM 1514; thence S 7°34'54" W along said centerline of Fremont Road 323.00 feet more or less to the intersection of said centerline and the West line of said Section 33; thence southerly, along the West line of said Section 33 55.80 feet more or less to the Southwest corner of the

Northwest 1/4 of said Section 33; thence South 86°58'33" West, along the southerly line of the Northeast 1/4 of Section 32, T5N, R15E, 35.58 feet more or less to the West right of way line of Fremont Road; thence North 4°47'33" East 315.37 feet more or less along the West right of way of Fremont Road to a point on the East line of the Northeast 1/4 of said Section 32; thence North 01°41'08" West, along the East line of said Northeast 1/4, 102.19 feet more or less to the centerline of the Whitewater River; thence along the centerline of the Whitewater River the following courses: North 42°09'05" West 222.55 feet to a point; thence North 75°19'03" West 56.53 feet to a point; thence North 16°12'25" West 129.26 feet to a point; thence North 08°35'23" East 148.32 feet to a point; thence North 17°45'44" East 85.33 feet to a point; thence North 11°17'11" West 77.56 feet to a point; thence North 54°08'47" West 95.70 feet to a point; thence North 23°33'33" West 58.56 feet to a point; thence North 0°00'00" East 72.60 feet to a point; thence North 26°46'44" East 199.82 feet to a point; thence North 02°51'10" West 87.23 feet to a point; thence North 29°42'47" West 133.49 feet to a point; thence North 20°31'02" West 148.69 feet to a point; thence North 12°45'09" West 127.76 feet to a point; thence North 36°21'17" West 139.35 feet to a point; thence North 18°36'22" West 488.07 feet to a point; thence North 00°03'39" West 174.82 feet more or less to a point 50 feet southerly of the North line of the Northeast 1/4 of said Section 32; thence (leaving the centerline of said River) westerly 789 feet more or less to a point on the West line of the East 1/2 of the Northeast 1/4 of said Section 32, which point lies 50 feet southerly of the North line of the Northeast 1/4 of said Section 32; thence southerly along the West line of the East 1/2 of the Northeast 1/4 of said Section 32, and along the West line of Certified Survey Map No. 4964 recorded in the Office of the Register of Deeds for Jefferson County, Wisconsin in Volume 26 of Certified Surveys at Page 108 as Document No. 1204670, 36.03 feet more or less to the easterly-most Northeast corner of Lot 1 of Certified Survey Map No. 5539 recorded in the Office of the Register of Deeds for Jefferson County, Wisconsin in Volume 30 of Certified Surveys at Page 291 as Document No. 1341230; thence N 59°20'22" W, along the northerly line of Lot 1 of CSM 5539, said northerly line also being the South right-of-way line of C.T.H. "U", 70.09 feet; thence S 89°44'33" W, continuing along said northerly line of Lot 1 of CSM 5539 and said South right-of-way line of C.T.H. "U", 340.52 feet; thence N 00°15'27" W, continuing along said northerly line of Lot 1 of said CSM 5539 and said South right-of-way line of C.T.H. "U", 17.00 feet; thence N 00°15'27" W, 33.00 feet to the North line of the NE 1/4 of Section 32, T5N, R15E; thence S 89°44'33" W, along said North line of the NE 1/4 of said Section 32, 659.30 feet to the Northwest corner of said CSM 5539, said Northwest corner of said CSM 5539 also being the Northeast corner of Certified Survey Map No. 1749 recorded in the Office of the Register of Deeds for Jefferson County, Wisconsin in Volume 5 of Certified Surveys at Page 387; thence S 02°00'37" E, along the West line of said CSM 5539 and along the East line of said CSM 1749, a distance of 434.08 feet to the Southeast corner of said CSM 1749; thence S 00°50'09" E, continuing along the West line of said CSM 5539, a distance of 895.60 feet to a point on the North line of the SW 1/4 of the NE 1/4 of Section 32, T5N, R15E, said point also being the Southwest corner of Lot 1 of said CSM 5539; thence westerly, along the North line of the SW 1/4 of the NE 1/4 of said Section 32, a distance of 274.66 feet, more or less, to the Northwest corner of the SW 1/4 of the NE 1/4 of said Section 32; thence N 88°40' W, 2060.31 feet along the North line of the South 1/2 of the NW 1/4 of said Section 32 to the NE corner of Block 3 of Twin Oaks Subdivision; thence S 00°44' W along the East line of said Twin Oaks Subdivision, 731.00 feet to the NE corner of Lot 6 of Block 2 of said Twin Oaks Subdivision; thence N 88°40' W along the North line of said Lot 6 190.00 feet to the East line of County Trunk

Highway "N" also being the West line of said Block 2; thence S 00°44' W along the West line of said Block 2, 285.00 feet to the SW corner of said Block 2; thence N 88°40' W, 33.00 feet to the centerline of said County Trunk Highway "N"; thence S 00°44' W along said centerline 320.61 feet to the North line of the NW 1/4 of the SW 1/4 of said Section 32; thence Westerly along said North line of said NW 1/4 of said SW 1/4 of said Section 32 to the West 1/4 corner of said Section 32; thence Westerly along the North line of the NE 1/4 of the SE 1/4 of Section 31, T5N, R15E to the NW corner of said NE 1/4 of said SE 1/4; thence Southerly along the West line of the East 1/2 of the Southeast 1/4 of said Section 31, said West line of the East 1/2 of said Southeast 1/4 of said Section 31 being the westerly-most boundary of the City of Whitewater in said Section 31, to the Southwest corner of the Northeast 1/4 of the Southeast 1/4 of said Section 31; thence leaving said westerly-most boundary of the City of Whitewater in Section 31 and running thence Easterly along the South line of Northeast 1/4 of the Southeast 1/4 of said Section 31 and the South line of the Northwest 1/4 of the Southwest 1/4 of Section 32, T5N, R15E, through lands located in the City of Whitewater, to the Southeast corner of Lot 29, Park Crest Subdivision, a subdivision located in the City of Whitewater, said Southeast corner of said Lot 29 being the point of beginning of the description of lands (hereinafter referred to as the "Excluded Lands") lying in part in the West 1/2 of the Southwest 1/4 of Section 32 and in part in the East 1/2 of the Southeast 1/4 of Section 31, T5N, R15E, Jefferson County, Wisconsin which remain a part of the Town of Cold Spring, Jefferson County, Wisconsin and lying in part in the Northeast 1/4 of the Northeast 1/4 of Section 6, T4N, R15E, Walworth County, Wisconsin which remain a part of the Town of Whitewater, Walworth County, Wisconsin; thence N 00°12'09" E along the East line of Lots 29 and 28 of Park Crest Subdivision 229.62 feet to the northerly-most Northwest corner of that portion of the Excluded Lands which remain a part of the Town of Cold Spring, Jefferson County, Wisconsin; thence S 89°36'33" E 486.59 feet to a point on the centerline of County Trunk Highway N as originally laid out as a 66-foot wide right of way, said point being the northerly-most Northeast corner of that portion of the Excluded Lands which remain a part of the Town of Cold Spring, Jefferson County, Wisconsin; thence S 26°36'48" E along said centerline 257.70 feet to the South line of the NW 1/4 of the SW 1/4 of said Section 32; thence continue S 26°36'48" E along said centerline of County Trunk Highway N 395 feet more or less to the point of intersection of said centerline and the westerly extension of the southerly line of Lot 11, South Blooming Field Acres Subdivision; thence N 89°35'24" E 244.12 feet to the Southeast corner of said Lot 11; thence S 00°23'18" E 89.84 feet; thence S 89°37'34" West 199.94 feet to said centerline of County Trunk Highway N; thence S 26°36'48" E along said centerline 73.54 feet; thence N 89°35'59" E 244.17 feet; thence S 00°20'03" E 89.69 feet; thence N 89°30'54" E along the southerly-most line of Lot 12, South Blooming Field Acres Subdivision to the East line of the SW 1/4 of the SW 1/4 of Section 32, T5N, R15E; thence South along said East line 180 feet; thence West to said centerline of County Trunk Highway N; thence along said centerline to the Southeast corner of Certified Survey Map recorded in Volume 2 of Certified Surveys on Page 205; thence West along the South line of said Certified Survey Map to the West line of the SW 1/4 of the SW 1/4 of Section 32, T5N, R15E; thence South along said West line 250 feet; thence East 1205.52 feet more or less to said centerline of County Trunk Highway N; thence southeasterly along said centerline to a point on the South line of said Section 32, T5N, R15E, Jefferson County, Wisconsin, said point also being a point on the North line of Section 5, T4N, R15E, Walworth County, Wisconsin, and said point being the southerly-most southeasterly corner of that portion of the Excluded Lands which remain a part of the Town of Cold Spring, Jefferson County, Wisconsin; thence westerly along

the North line of Section 5, T4N, R15E, to the NW corner of said Section 5, said NW corner of said Section 5 also being the NE corner of Section 6, T4N, R15E, Walworth County, Wisconsin and said corner also being the NE corner of that portion of the Excluded Lands which remain a part of the Town of Whitewater, Walworth County, Wisconsin; thence southerly along the East line of said Section 6, 251.46 feet more or less to a point on the southerly-most line of the lands described in Deed recorded in Volume 619, page 773 (Jefferson County) and Volume 283, page 922 (Walworth County), said point on the southerly-most line of the lands described in said Deed being the southeasterly corner of that portion of the Excluded Lands remaining a part of the Town of Whitewater, Walworth County, Wisconsin; thence westerly, along the southerly-most line of the lands described in said Deed, 365 feet more or less to the southwesterly-most corner of the lands described in said Deed, said southwesterly-most corner of the lands described in said Deed being the Southwest corner of that portion of the Excluded Lands remaining a part of the Town of Whitewater, Walworth County, Wisconsin; thence northerly, along the westerly-most line of the lands described in said Deed, 251.46 feet more or less to the Southwest corner of Section 32, T5N, R15E, Jefferson County, Wisconsin, said Southwest corner of said Section 32 being the Northwest corner of that portion of the Excluded Lands remaining a part of the Town of Whitewater, Walworth County, Wisconsin and also being the southerly-most Southwest corner of that portion of the Excluded Lands remaining a part of the Town of Cold Spring, Jefferson County, Wisconsin; thence N 0°24' E, along the West line of the Southwest 1/4 of said Section 32, 292.85 feet; thence West 10.00 feet; thence N 0°24' E, parallel with said West line of said Southwest 1/4 of said Section 32, 260.00 feet to a point on the South line of Lot 1 of Certified Survey Map recorded in Volume 2 of Certified Survey Maps of Jefferson County at page 205; thence westerly, along the South line of said Lot 1, 149.80 feet more or less to the Southwest corner of said Lot 1; thence northerly, along the West line of said Lot 1, 183.24 feet more or less to the Northwest corner of Lot 1; thence easterly, along the northerly line of said Lot 1, 1136.4 feet more or less to a point 5 feet southwesterly of the centerline of C.T.H. "N" as originally laid out as a 66-foot wide right of way; thence northwesterly, along a line drawn parallel to and 5.00 feet southwesterly of said centerline of C.T.H. "N", 441 feet more or less to a point 177.96 feet southerly of the North line of the Southwest 1/4 of the Southwest 1/4 of Section 32, T5N, R15E; thence westerly parallel with said North line, 325.60 feet more or less to a point 331.20 feet West of said centerline of C.T.H. "N"; thence northerly 177.96 feet to a point on the North line of the Southwest 1/4 of the Southwest 1/4 of said Section 32 that lines 240 feet West of said centerline of C.T.H. "N"; thence westerly, along the North line of the Southwest 1/4 of the Southwest 1/4 of said Section 32 (also being the South line of the Northwest 1/4 of the Southwest 1/4 of said Section 32), to the Southeast corner of Lot 29, Park Crest Subdivision and the ending point of the description of the Excluded Lands; thence leaving the boundary of said Excluded Lands and running westerly, along the South line of the Northwest 1/4 of the Southwest 1/4 of said Section 32, and along the South line of the Southeast 1/4 of the Northeast 1/4 of Section 31, T5N, R15E, through lands located in the City of Whitewater to the Southwest corner of the Northeast 1/4 of the Southeast 1/4 of said Section 31, said Southeast corner being a point on the westerly-most boundary of the City of Whitewater in said Section 31; thence southerly, along the West line of the East 1/2 of the Southeast 1/4 of said Section 31, 1330.52 feet more or less to the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 31 (said Southwest corner also being a point on the North line of Section 6, T4N, R15E, Walworth County, Wisconsin); thence westerly along the North line of Section 6, T4N, R15E, to the Northwest corner of said Section 6; thence southerly, along the West line of said

Section 6, 123.49 feet; thence continuing southerly, along the West line of said Section 6, said West line also being the centerline of Warner Road, 866.51 feet more or less to the Northwest corner of the parcel described in Volume 669 of Deeds at page 374, Walworth County Register of Deeds; thence easterly, along the North line of said parcel described in Volume 669 of Deeds at page 374, 484 feet more or less to the northerly most Northwest corner of the parcel described in Volume 307 of Records at page 385, Walworth County Register of Deeds; thence easterly along the North line of said parcel described in Volume 307 of Records at page 385, 325.75 feet more or less to the Northwest corner of Lot 1 of Breidsan Hills Subdivision (subdivision plat recorded as Document No. 334782); thence easterly, along the north line of said Lot 1, 195 feet more or less to the Northwest corner of Lot 2 of Certified Survey Map No. 1871 recorded in Volume 9 of Certified Surveys at page 33; thence easterly, along the north line of said Lot 2 of CSM 1871, 90.57 feet more or less to the Southwest corner of parcel described in Volume 652 of Records, page 8209; thence northwesterly, along the southwesterly line of said parcel, 230.16 feet to the westerly-most corner of said parcel; thence northeasterly, along the northwesterly line of said parcel, 171.04 feet more or less to the southwest right-of-way line of former USH 12/STH 89; thence southeasterly, along said southwest right-of-way line, 477.75 feet more or less to the north line of Lot 2 of Certified Survey Map No. 1871; thence easterly, along said north line, 46.12 feet more or less to the centerline of former USH 12/STH 89; thence southeasterly, along the centerline of Business Highway 12 (formerly US Highway "12") 1410 feet more or less to the northerly-most corner of Certified Survey Map No. 3227 recorded in the Office of the Walworth County Register of Deeds in Volume 18 of Certified Surveys at page 44; thence westerly, along the North line of CSM 3227, 345.43 feet more or less to the Northwest corner of CSM 3227; thence continuing westerly, along the North line of the parcel described in Deed recorded in the Office of the Walworth County Register of Deeds as Document No. 529107, 2239.77 feet more or less to a point on the West line of said Section 6 which lies 999.8 feet North of the West 1/4 corner of said Section 6; thence South along said West line of said Section 6, the centerline of Warner Road, 999.8 feet to the West 1/4 corner of said Section 6; thence S 0°29'07" E, along the West line of the Southwest 1/4 of Section 6, T4N, R15E, 251.14 feet; thence N 89°30'53" E 141.38 feet; thence S 29°39'21" E, along the westerly line of the right of way of U.S. Highway 12, 1892.03 feet; thence S 08°14'40" E, along said westerly line of said U.S. Highway 12 right of way, 690.32 feet; thence S 5°57'24" E, 307.67 feet to a point on the southwesterly line of the right of way of US Highway 12; thence S 13°03'07" E, along said right of way line, 45.77 feet; thence continuing along said right of way line 500.93 feet along a curve to the left having a radius of 728.35 feet and a chord direction of S 34°46'21" E and a chord length of 491.12 feet; thence S 54°28'32" E, along said right of way line, 126.80 feet; thence N 89°24'04" E, along said right of way line, 66.78 feet; thence S 54°52'46" E, along said right of way line, 735.12 feet more or less to a point on a line drawn from the Southeast corner of Lot 1 of Certified Survey Map No. 1099 southerly to a point on the South line of Section 7, T4N, R15E lying 409.00 feet West of the South 1/4 corner of said Section 7; thence southerly, along said line drawn southerly from the Southeast corner of CSM 1099, and the southerly extension thereof, 4276.19 feet more or less to the northwesterly line of the former Chicago, Milwaukee & St. Paul Railroad right of way; thence continuing S 0°18'58" E along said line, 75.25 feet M/L, to the S'ly R/W line of said railroad; thence N 60°58'58" E, along said S'ly R/W line, 2029.25 feet M/L, to the beginning of a tangent curve, concave to the NW and having a radius of 5803.00 feet; thence continuing along said S'ly R/W line and NE'ly along said curve, through a central angle of 10°29'05", an arc distance of

1061.91 feet M/L, to a point of tangency; thence continuing along said S'ly R/W line, N 50°29'53" E, 1635.55 feet M/L, to the NW corner of that certain parcel described in a deed recorded in Vol. 650, Page 8477, records of Walworth Co., WI; thence S 29°45'34" E, along the W'ly line of said parcel, 690.02 feet M/L, to a point on the centerline of State Highway "59"; thence N 29°42'26" E, along said centerline, 510.27 feet M/L to the beginning of a tangent curve, concave to the SE and having a radius of 1206.23 feet; thence NE'ly along said curve and centerline, through a central angle of 14°33'19", an arc distance of 306.43 feet M/L, to a point of tangency; thence northeasterly, along said centerline, 416.29 feet M/L, to the SW corner of that certain parcel of land described in a deed recorded in Vol. 347, page 363, Records of Walworth County; thence S 79 degrees 21'54" E, along the S. line of said parcel, 511.79 feet, to an angle point therein; thence continuing along said S. line, S 59 degrees 08'33" E, 272.80 feet, to a point on the N-S 1/4 line said Sec. 8, said point being 380.19 feet S'ly of the center of said Sec. 8; thence continuing S 59 degrees 08'33" E, 920.81 feet more or less, to a point on the W. line of State Highway "89"; thence N 0 degrees 01'19" W, 357.09 feet more or less, to the NW corner of that certain parcel described in a deed recorded in Vol. 670, page 1339, Records of Walworth County, said corner being described as on the centerline of State Highway "89"; thence S 81 degrees 49'00" E, along the N. line of said parcel, 550.68 feet more or less, to the NW corner of Certified Survey Map No. 489, recorded in Vol. 2, page 311 of Certified Surveys of Walworth County; thence N 68 degrees 59'00" E, along the N'ly line of said CSM, 86.68 feet, to an angle point therein; thence continuing along said N'ly line, S 86 degrees 52'00" E, 355.06 feet, to the NE corner thereof; thence S 0 degrees 16'43" W, along the E. line of said CSM, 160.00 feet to the Northeast corner of Lot 3 of said CSM 489; thence N 87 degrees 10' W, along the N. line of said Lot 3 of said CSM 489, 153.87 feet to the NW corner of said Lot 3; thence S, along the W. line of said Lot 3, 457.97 feet more or less to a point on the N'ly right of way of Willis Ray Road; thence continue S 33.01 feet more or less to the centerline of Willis Ray Road, said centerline being the S'ly boundary of said CSM 489; thence S 86 degrees 23' E, along said centerline of Willis Ray Road and said S'ly line of said CSM 489, 153.99 feet to the SE corner of said CSM 489; thence N, along the E'ly line of said CSM 489, 147.88 feet; thence S 86 degrees 06'06" E (recorded as parallel to the centerline of Willis Ray Road) 856.31 feet, to a point on the E. line of said Section 8, said point being 110.59 feet N'ly of the SE corner of the NE 1/4, SE 1/4, said Section 8; thence N 0 degrees 56'05" E, along the E. line of said Section 8, 1208.78 feet, to the E 1/4 corner, Section 8; thence Easterly along the E-W 1/4 line of Sections 9 and 10 to the center of said Section 10, T4N, R15E; thence northerly, along the N-S 1/4 line of Section 10, T4N, R15E, 6 chains; thence East along a line drawn parallel to the South line of the Northeast 1/4 of said Section 10, to the Northwest corner of Lot 1 of Certified Survey Map No. 1643 recorded in the Walworth County Register of Deeds Office as Document No. 155915; thence easterly along the northerly-most line of said Lot 1 of said CSM 1643 to the northerly-most Northeast corner of said Lot 1, said northerly-most Northeast corner of said Lot 1 of CSM 1643 also being the Northwest corner of Certified Survey Map No. 1010 recorded in the Office of the Register of Deeds for Walworth County, Wisconsin in Volume 4 of Certified Surveys at page 285 as Document No. 56192; thence easterly along the North line of said CSM 1010 to a point on the centerline of Old Highway P; thence northwesterly along the centerline of Old Highway P to the Southeast corner of Certified Survey Map No. 2616 recorded in the Office of the Register of Deeds for Walworth County, Wisconsin in Volume 13 of Certified Surveys at page 139 as Document No. 310254; thence southwesterly along the southeasterly line of said CSM 2616 to the Southwest corner of said CSM 2616; thence

northwesterly along the southwesterly line of said CSM 2616 to the Northwest corner of said CSM 2616; thence northeasterly along the northwesterly line of said CSM 2616, 389.86 feet more or less to a point on the southwesterly right of way line of Old Highway P; thence northwesterly along the southwesterly right of way line of Old Highway P to a point where the southwesterly right of way line of Old Highway P intersects with the southerly right of way line of State Trunk Highway 59 (formerly U.S. Highway 12); thence northwesterly along said southerly right of way line of Highway 59 to a point which lies N 73°41' E 1112.00 feet more or less from a point on the West line of Northeast 1/4 of Section 10, T4N, R15E located 1325.94 feet South of the North 1/4 corner of said Section 10; thence N 41°58' W along the southerly right of way line of said State Trunk Highway 59 (also referred to as Elkhorn Road and formerly known as U.S. Highway 12) 406 feet more or less to the southeasterly boundary of an existing parcel; thence S 48°02' W 323 feet; thence N 41°58' W 150 feet; thence N 48°02' E 356 feet to the centerline of State Trunk Highway 59 (formerly U.S. Highway 12); thence N 41°58' W along the centerline of said highway 787.40 feet to the North line of said Section 10; thence S 87°37' W 193.38 feet along the North line of said Section 10 to the North 1/4 corner of said Section 10; thence N 3°08'18" W, along the N-S 1/4 line of Section 3, T4N, R15E to the point of intersection of said N-S 1/4 line with the centerline of State Trunk Highway 59/Elkhorn Road (formerly United States Highway 12); thence southeasterly along said centerline to the point of intersection of said centerline and the southwesterly extension of the Northwest line of the public road Sunrise Lane; thence N 45°19'42" E along the Northwest line of Sunrise Lane, 126.59 feet to the Southwest corner of Lot 1 of CSM 1292; thence N 3°08'18" W, 237.00 feet to the Northwest corner of said Lot 1 of CSM 1292; thence N 85°39'12" E, 323.50 feet to the Northeast corner of said Lot 1; thence continue N 85°39'12" E 80.00 feet; thence S 3°08'18" E, 237.00 feet to the North line of Outlot 1, CSM 2620 recorded in the Office of the Register of Deeds for Walworth County, Wisconsin in Volume 13 of Certified Surveys at Page 147, as Document No. 310791; thence N 85°39'12" E along said North line 209.86 feet to the Northeast corner of said Outlot 1; thence S 4°22'43" E, 66.00 feet to the Southeast corner of said Outlot 1, said corner being the Northeast corner of Lot 1, of said CSM 2620; thence continuing S 4°22'43" E along the East line of said CSM 2620, 236.09 feet to the Southeast corner of said Lot 1, said corner being on the South line of said Section 3, 720 feet more or less East of the South 1/4 corner of said Section 3; thence West along the South line of said Section 3 (the South line of said Section 3 also being the North line of Section 10, T4N, R15E) 479.58 feet more or less to the northerly right of way line of State Trunk Highway 59 (also sometimes referred to as Elkhorn Road and formerly designated as U.S. Highway 12); thence southeasterly along the northerly right of way line of said highway 536.38 feet more or less to a point on the North line of Certified Survey Map No. 503 recorded in the Office of the Register of Deeds for Walworth County, Wisconsin in Volume 2 of Certified Surveys on page 333 as Document No. 694000; thence East along the North line of said CSM 503 430.95 feet to the Northeast corner of said CSM 503; thence South along the East line of said CSM 503 235.98 feet to the Southeast corner of said CSM 503; thence West along the South line of said CSM 503 266.34 feet more or less to the centerline of State Trunk Highway 59 (formerly US Highway 12); thence southeasterly along the centerline of the road that existed and was known and designated as United States Highway 12 prior to construction of the US Highway 12 By-Pass of the City of Whitewater to the intersection of said former centerline and the East line of said Section 10, said point of intersection being approximately 145.5 feet more or less North of the East 1/4 corner of said Section 10; thence North along the East line of said Section 10 to the NE corner of said

Section 10; thence continuing North along the East line of Section 3, T4N, R15E, 728.24 feet to the Northeast corner of Walton's Pine Bluff Subdivision; thence S 88°32'30" W along the North line of Walton's Pine Bluff Subdivision 147.41 feet to the Southeast corner of Lot 7, Pine Bluff Subdivision; thence N 00°00'00" E 333.29 feet to the Northeast corner of Lot 4 of Pine Bluff Subdivision; thence S 79°14'04" E 27.00 feet to the Southeast corner of Lot 3 of Pine Bluff Subdivision; thence N 00°00'02" E, 252.43 feet more or less to the Northeast corner of Lot 1 of Pine Bluff Subdivision; thence continue N 00°00'02" E 35 feet more or less to the centerline of Bluff Road; thence easterly along the centerline of Bluff Road to the East line of Section 3, T4N, R15E; thence North along said East line of said Section 3, the centerline of Howard Rd., to the point of intersection of said centerline with the E-W 1/4 line of said Section 3; thence West along said E-W 1/4 line 463.82 feet to the Southwest corner of Certified Survey Map No. 1771 recorded in the Register of Deeds Office for Walworth County, Wisconsin in Volume 8 of Certified Surveys at Page 210 as Doc. No. 172293; thence N 01°13' E, along the West line of CSM 1771, 374.66 feet to the Northwest corner of CSM 1771; thence East, parallel with said E-W 1/4 line of said Section 3 and along the North line of CSM 1771, 466.51 feet to the East line of said Section 3 and the centerline of Howard Road; thence South along the West line of Section 2, T4N, R15E (said West line of Section 2 also being the East line of Section 3, T4N, R15E) and the centerline of Howard Road 341.66 feet more or less to a point on the West line of said Section 2 lying 33 feet North of the West 1/4 corner of said Section 2; thence easterly, parallel with the East-West 1/4 line of said Section 2 33 feet; thence southerly parallel to the West line of said Section 2, 33 feet to the East-West 1/4 line of said Section 2; thence East, along the East-West 1/4 line of said Section 2, 549 feet more or less to a point on said East-West 1/4 Section line which lies 582 feet East of the West 1/4 corner of said Section 2; thence South, parallel with the West line of the Southwest 1/4 of said Section 2, said West line also being the centerline of Howard Road, 883.51 feet; thence West, parallel with the East-West 1/4 line of said Section 2, 356 feet; thence South, parallel with the West line of said Southwest 1/4 of Section 2 162 feet to the northerly line of the Wisconsin & Southern Railroad right of way; thence easterly along the northerly line of the said railroad right of way to the North-South 1/4 line of said Section 2; thence North along the said North-South 1/4 line of said Section 2 to the Northeast corner of the South 1/2 of the Northwest 1/4 of said Section 2; thence West along the North line of the South 1/2 of the Northwest 1/4 of said Section 2 to the Northeast corner of Certified Survey Map No. 1480 recorded in the Office of the Register of Deeds for Walworth County, Wisconsin in Volume 7 of Certified Surveys on Page 56; thence southerly along the East line of said CSM 1480 to the Southeast corner of said CSM 1480, said Southeast corner of CSM 1480 also being the Northeast corner of Lot 2 of Certified Survey Map No. 906 recorded in the Office of the Register of Deeds for Walworth County, Wisconsin in Volume 4 of Certified Surveys at Page 133; thence South along the East line of Lot 2 of said Certified Survey Map No. 906 222.87 feet more or less to the Southeast corner of Lot 2 of said Certified Survey Map No. 906; thence West along the South line of Lot 2 of said CSM 906 179.48 feet more or less to the easterly right of way line of Howard Road; thence continuing westerly 33 feet more or less to the centerline of Howard Road, said centerline also being the East line of Section 3, T4N, R15E; thence North along said East line of said Section 3 to a point 1670.46 feet north of the East 1/4 corner of said Section 3; thence S 89°45' W, 357.00 feet; thence North, parallel with said East line of said Section 3, 702.70 feet; thence N 89°45' E, 357.00 feet to the said East line of said Section 3; thence North along said East line to the NE corner of said Section 3.

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

Ordinance introduced by Councilmember \_\_\_\_\_, who moved its adoption.

Seconded by Councilmember \_\_\_\_\_.

AYES:  
NOES:  
ABSENT:  
ADOPTED:

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
City Clerk

ORDINANCE No. \_\_\_\_\_  
AN ORDINANCE REQUIRING STRUCTURES TO HAVE A KEY LOCK BOX INSTALLED ON  
THE EXTERIOR OF THE STRUCTURE FOR FIRE SAFETY PURPOSE

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

SECTION 1. Whitewater Municipal Code Chapter 14.15 is hereby created to read as follows:

14.15.010	Declaration of Purpose
14.15.020	Key Lock Box System
14.15.030	Installation
14.15.040	Maintenance
14.15.050	Contents of Lock Box
14.15.060	Fire Department Responsibilities
14.15.070	Exceptions to Requirement to Install a Key Lock Box System
14.15.080	Penalties
14.15.090	Invalid Provisions

14.15.010 Declaration of Purpose.

- A. The City of Whitewater, Wisconsin Common Council hereby determines that the health, safety, and welfare of the citizens of the City of Whitewater, Wisconsin are promoted and safeguarded by requiring certain structures to have a key lock box installed on the exterior of the structure to aid the City of Whitewater, Wisconsin Fire Department to gain access to the structure when the same is not occupied or when the occupants are unable to grant ingress to the Fire Department.
- B. The key lock box system will reduce the need for forced entry into structures and should avoid costly and time-consuming efforts in gaining access to locked structures during an emergency.
- C. This section will provide for effective fire protection by providing a method for rapid response entry into and throughout locked buildings in emergency situations where time may be of the essence.

14.15.020 Key Lock Box System.

- A. The following structures shall be equipped with a key lock box at or near the main entrance or such other location as required by the Fire Chief.
  - 1. Commercial and Industrial Structures.
  - 2. Multi-family-residential structures that have restricted access through locked doors but have a common corridor for access to the living units.
  - 3. Schools, whether public or private.
  - 4. Government structures and nursing care facilities
- B. All new construction of structures listed above, and remodeling of structures listed above that are required to have a building permit issued, shall have a key lock box installed and operational, based on the discretion of the Fire Chief, prior to the issuance of an occupancy permit. All structures in existence on the effective date of this section shall be encouraged to install a key lock box, but installation will not be mandatory.
- C. The type of key lock boxes to be implemented within the City of Whitewater, Wisconsin shall be subject to the approval of the Fire Chief.

14.15.030 Installation.

- A. All lock boxes shall be installed on the lock side of the main business door.
- B. All lock boxes shall be flush or surface mounted between five (5) and seven (7) feet from the ground to the center of the entry if possible.
- C. In the event that the rapid entry box system cannot be installed at the aforesaid location and/or height, the City of Whitewater Fire Chief may designate in writing a different location and installation specifications.
- D. All realty and/or property with an electronic security gate shall have the lock box installed outside of the gate.
- E. A window decal that is included when the lock box is delivered shall be placed on the exterior access door to alert the fire department that a key box is provided.
- F. The Fire Chief must approve any changes in the installation.

14.15.040 Maintenance. The operator of the building shall immediately notify the Fire Chief and provide the new keys when a lock box key is changed or rekeyed. The key to such lock box shall be secured in the lock box.

14.15.050 Contents of Lock Box. The contents of the lock box shall be as follows:

- A. Keys to locked points of ingress or egress, whether on the interior or exterior of such buildings.
- B. Keys to all mechanical rooms.
- C. Keys to all locked electrical rooms.
- D. Keys to elevator and their control rooms.
- E. Keys to the Fire Alarm panels.
- F. Keys (special) to re-set pull stations or other Fire Protective devices.
- G. Keys to any other areas as requested by the Fire Chief.

14.15.060 Fire Department Responsibilities.

- A. No fire department personnel shall carry a lock box key.
- B. All lock box access keys shall be installed in a lock box Key Secure system installed in the Fire Apparatus.

14.15.070 Exceptions To Requirement To Install A Key Lock Box System. The following structures are encouraged to, but are exempt from the mandate to install a key lock box system:

- A. Single family structures and multi-family structures that do not meet the definition set forth in Section 14.15.20.
- B. Structures that have 24 hour, 365 day on-site security personnel, or have other personnel on site.
- C. Businesses that are open and staffed 24 hours, 365 days per year (which may include but are not limited to, Nursing Homes, Hospitals, Police Stations. etc.).
- D. Rental storage facilities where there is a single lock on the separate storage pods provided, however, the entry security gates(s) will require a lock box if electronically controlled, or locked, with a master key issued by the landlord to all tenants.

14.15.080 Penalties. The penalty for any person, entity or corporation who has violated any provisions of this ordinance or who has failed to comply with any order issued by Fire Chief, or his designee, or has failed to comply with any order issued pursuant to any section thereof shall, upon conviction before the proper judicial authority, pay a forfeiture of not less than fifty dollars (\$50.00) nor

more than two hundred dollars (\$200.00) per day for each violation, together with cost of prosecution. Each day a violation continues shall be considered a separate offense.

15.15.090 Invalid Provisions. If any sentence, clause or section or any part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses or sections or parts of the same contained in this Ordinance. It is hereby declared as the intent of City of Whitewater, Wisconsin Common Council that this Ordinance would have been adopted even if such unconstitutionality, illegality or invalid sentence, clause or section or part thereof had not been included therein.

Ordinance introduced by Council Member \_\_\_\_\_, who moved its adoption.

Seconded by Council Member \_\_\_\_\_.

AYES:  
NOES:  
ABSENT:  
ADOPTED:

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

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

ORDINANCE No. \_\_\_\_\_  
 AN ORDINANCE AMENDING SECTION 1.21.010  
 SCHEDULE OF DEPOSITS

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

SECTION 1. Whitewater Municipal Code Section 1.21.010 is hereby amended adding the following:

<u>CHAPTER OR SECTION NUMBER</u>	<u>OFFENSE</u>	<u>DEPOSITS AND COSTS</u>
14.15	Violation of fire lock box ordinance	1 <sup>st</sup> offense - \$100 plus statutory penalty assessment, jail assessment, court costs and crime lab assessment  2 <sup>nd</sup> offense - \$150 plus statutory penalty assessment, jail assessment, court costs and crime lab assessment

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

Ordinance introduced by Council Member \_\_\_\_\_, who moved its adoption.

Seconded by Council Member \_\_\_\_\_.

AYES:  
 NOES:  
 ABSENT:  
 ADOPTED:

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

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

*City of Whitewater Council Agenda Item Information Sheet*

MEETING DATE: 07/07/2015 ITEM: Request For Bid For VoIP Phone System

PRESENTER: Tim Nobling

PREVIOUS ACTION, IF ANY: \_\_\_\_\_

**SUMMARY OF ITEM BEING PRESENTED:**

Seeking permission to get bids on a replacement VoIP Phone System for the Admin Building, Library, Streets, Water, Seniors in the Park, and eventually Wastewater. (One system for all buildings, compared to the multiple systems we have in various buildings currently)

**BUDGET IMPACT, IF ANY:**

Estimated Proposals should come in somewhere between \$60,000-\$80,000. No budget impact until actual action is taken after receiving proposals.

**BOARD, COMMISSION, OR COMMITTEE RECOMMENDATION, IF ANY:**

**STAFF RECOMMENDATION:**

Our current Phone System in the Admin Building was installed in 1994. Parts are becoming obsolete and newer phone technologies are available that will reduce our monthly costs for phone service. We are also looking to merge all of our buildings into one centralized system to reduce monthly costs at all locations.

This project is something that was identified for 2015 in our Capital Improvement Plan. My recommendation is to move forward with receiving bids, and after reviewing all bids, make a decision to choose a vendor for installation/migration to these newer technologies.

**RECOMMENDED MOTION:**

**ATTACHMENT(S) INCLUDED (If none, please state that)**  
Included is the RFP and schedule of events for the RFP.

**FOR MORE INFORMATION CONTACT:**



## City of Whitewater Request for Proposal Release

### Introduction and Instructions

City of Whitewater purchasing rules require selection of products and services through a sealed RFP process. This RFP is available via the City's website at [www.whitewater-wi.gov](http://www.whitewater-wi.gov).

### Schedule of Events

The schedule of events set out herein represents the City's best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the RFP will be sent out via email prior to the closing date of this RFP. After the close of the RFP, the City reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, contract award and the contract term on an as-needed basis with or without notice.

**RFP Release:** July 8<sup>th</sup>, 2015

**RFP Deadline:** July 31<sup>st</sup>, 2015 (3:00 PM CST)

**City Review of RFP Responses:** August 3<sup>rd</sup>-7<sup>th</sup>, 2015

**Contract Review and Approval:** August 18<sup>th</sup>, 2015

**First Installation:** September 7<sup>th</sup>, 2015

**Completed Installation:** December 1<sup>st</sup>, 2015

### Submission of Proposals

Sealed Proposal, One paper copy and one electronic copy (on USB Drive) must be submitted for Price, and one paper copy and one electronic copy (on USB Drive) for Proposal must be submitted in separate sealed envelopes labeled as:

PRICE - City of Whitewater VoIP and PROPOSAL- City of Whitewater VoIP.

Please send to City of Whitewater – Information Technology , 312 W. Whitewater St., Whitewater, WI 53190. ATTN: TIM NOBLING.

No proposal will be considered which is not accompanied by price sheets, system proposal, and signed by an authorized official of the firm.

Proposals must be received on or before the time and date specified. Proposals received after the time specified will not be considered and will be returned to the bidder by the City. Proposal information is restricted and not publicly available until after the award of the Contract by the City. Proposals received will be considered property of the City.

### **Modifications or Withdrawal of Proposal**

A proposal that is in the possession of the Information Technology Department may be altered by a letter bearing the signature or name of the authorized person, provided it is received PRIOR to the date and time of the opening. FAX, telephone or verbal alterations will NOT be accepted. A proposal that is in the possession of the Information Technology Department may be withdrawn by the vendor up to the time of the opening via written request by the vendor. The City will not mail proposals back, but must be picked up by vendor if they desire to withdraw or modify or modify their proposal.

### **Award and Contract Information**

The City hereby notifies all Vendors that it will affirmatively ensure that Minority Business Enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of age, race, color, sex, creed, sexual orientation, national origin, or disability.

The Vendor also agrees that should their firm be awarded a Contract, Vendor will not discriminate against any person who performs work hereunder because of age, race, color, sex, creed, sexual orientation, national origin, or disability.

The Vendor expressly warrants to the City that it has the ability and expertise to perform its responsibilities hereunder and in so doing shall use the highest standards of professional workmanship.

The City reserves the right to reject any or all proposals, to waive any informality or technical defect in the proposals, or to award the contract in whole or in part, if deemed to be in the best interest of the City to do so.

The successful Vendor will be required to enter into and sign a formal Contract with the City that may include reasonable adjustments acceptable to the City. This RFP and the response of the successful vendor will become a part of the Contract and will be in effect for the duration of the contract period. The Contract language will control over any language contained within this RFP that conflict with the signed and fully executed Contract.

### **Preparation of Proposal**

No proposal will be considered which modifies, in any manner, any of the provisions, specifications or minimum requirements set forth in the RFP.

In case of error in the extension of prices in the proposal, unit prices will govern.

Vendors are expected to examine special provisions, specifications, schedules and instructions included in this request. Failure to do so will be at the Vendor's risk.

In compliance with the RFP specifications, I, the undersigned, offer and agree to furnish any or all materials and/or services upon, which prices are offered, at the price set opposite each, to the City within the time specified. I certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in a federal or state competitive purchasing process. I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal.

**Name and Address of Record**

\_\_\_\_\_

**State of Incorporation** \_\_\_\_\_

**Telephone number** \_\_\_\_\_

**Mailing Address** \_\_\_\_\_

**Federal I.D. number** \_\_\_\_\_

**Authorized signature** \_\_\_\_\_

**Typed or Printed Name** \_\_\_\_\_

**Title of Authorized Person** \_\_\_\_\_

**Contact email** \_\_\_\_\_

**NO LATE PROPOSALS WILL BE ACCEPTED**

**PROPOSAL SUBMITTAL**

**Original Proposal**

The complete proposal must be submitted in a sealed package prior to the opening date and time. Vendors shall include all documents necessary. Vendors shall be responsible for the delivery of proposals during business hours to the address indicated in the "Submission of Proposals" section. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time.

**Questions**

During the period between the earliest notice of the RFP to vendors and the contract award, no representative of the City can accept oral, written, or electronic contact from vendors regarding the VoIP RFP except for Tim Nobling. All proposals will remain sealed until after the submission deadline.

All questions regarding the RFP must be submitted by July 30<sup>th</sup>, 2015 via email to: [tnobling@whitewater-wi.gov](mailto:tnobling@whitewater-wi.gov)

## **Reimbursement**

Denial of Reimbursement- The City will not reimburse vendors for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

Gratuity Prohibition- Vendors shall not offer any gratuities, favors, or anything of monetary value to any official, employee or agent of the City for the purpose of influencing consideration of this proposal.

## **Bid Specifications**

The City of Whitewater requires a ShoreTel , Cisco, or Avaya VoIP phone system solution for a migration from Avaya Merlin Analog System. This VoIP system will be manageable from a single user interface, and will include training on the system and interface. The current network consists of 5 locations. All locations are currently connected by a Private Fiber Network. The total number of handsets is 115 with the total number of user accounts being 105. The system must contain growth capabilities (at least up to 150 users) beyond the numbers quoted. There are a total number of 4 conference phones needed as well.

The City of Whitewater will only purchase new genuine, authentic equipment that carries valid service support; upgrades; replacement guarantees; software license and manufacturer's warranty. The successful bidder must provide documentation that the equipment being provided is genuine, authentic equipment of the manufacturer.

Any measurements provided in this specification are to be considered an estimate. The City reserves the right to accept any, all, or none of the vendor offerings to this RFP.

The proposal needs to include the design, coordination, supply, installation services, testing, training, and yearly maintenance of the proposed system. All bids must include warranty and helpdesk support for the CPU/Processing Hardware (phones do not need to be included in maintenance after the first year) and software necessary to provide a complete system. All warranty and helpdesk support pricing must be itemized in the bid.

## **Experience References**

The bidder and the recommended system shall have documented experience implementing in other similar sites. Client references must be available for site inspection, if deemed necessary, at the City's expense.

## **System Reliability/Redundancy**

The system must remain available for generating incoming and outgoing calls, despite individual component failures. Failure of a component must be automatically reported at the operations console or similar facility. Following a major system failure, the system should not lose any critical databases or tables.

In order to guard against failures that will make the system inoperative, the system must possess sufficient redundancy of critical components to minimize the scope of a major component failure.

Vendors shall also detail the nature of partial degradations that occur as a result of certain component failures and outline failure modes that may occur. Basic system call handling operation should continue in the presence of minor,

less crucial component failures. In the event of a primary power failure, an Uninterrupted Power Supply (UPS) with Battery Backup, with a minimum stand-by period of four (4) hours shall be provided by the City of Whitewater.

The proposed system shall be equipped with all necessary hardware and software to perform diagnostic tests to evaluate system performance. The tests shall run periodically without manual startup and by command from a maintenance terminal. Remote access diagnostic capabilities shall be provided. Frequency of scheduled diagnostic testing shall be configurable. System performance and operation shall not be affected during diagnostic testing.

### **Distributed Architecture**

- A coordinated dialing scheme- This dialing scheme is already in place and must be transferred to the new system. The numbering plan does allow users at any extension to dial any other extension on the network by dialing a 3-digit extension number.
- Network-wide automatic route selection- The system shall have the ability to route calls from any extension via the least expensive available facilities system-wide.
- Centralized attendant service - Incoming main number calls directed to any node/module shall be able to be answered and processed from a single site.
- Incoming call routing- Incoming calls shall be able to be routed to available attendant positions or extensions at any node/module, regardless of the number dialed based upon time of day, day of week, attendant availability, or other parameters.
- Feature Transparency- Traditional system features shall be able to be employed transparently across the network. Features such as call transfer, call coverage, call forwarding; automatic callback, distinctive ringing, and others will be able to be employed among all facilities.
- Calling number/name display on IP sets - IP display telephones and attendant consoles will have the ability to display the extension number and the name of the individual (based on the name entered in the system database) of the originating extension of any call placed between any extensions on the network. The feature will further apply to call routing information when calls are forwarded or transferred between extensions on the network.
- Networked voice mail- All sites on the network will be served by a single voice mail/automated attendant system. Full integration between the voice mail system and the telephone system must extend to all sites across the Fiber WAN. Minimum voice mail integration functionality is defined in the Voice Mail System Requirements section of this document.
- Number portability - Any extension number in The City of Whitewater's numbering range must be able to operate at any facility
- Remote location login –the system is required to be able to have an extension number appear on any telephone handset in different locations.
- System Administration -The telephone system and peripheral systems must be configured to allow all nodes to be administered from one or more WAN/LAN-based workstations that may be located anywhere on the network.

### **Expandability/Modularity**

The proposed systems shall be able to grow and expand in an incremental manner to handle additional lines, storage capacity, and call volume without equipment replacement and/or massive retrofits. It is the selected vendor's

responsibility to perform detailed station reviews to determine final system configuration and quantities. Vendors shall include these quantities of devices in their proposals. In addition, vendors shall include system capacity to support growth in every category of devices, at every location in their proposed systems. Vendors shall include the % of available growth, with no additional core retro fit.

### **Minimum Hardware (Phone) Requirements**

All Phones must support Gigabit Connectivity and pass-through switch to PC.

#### ***Some Examples***

##### **Shoretel**

ShoreTel IP655 IP phone for conference rooms, ShoreTel 480 IP phone for desktops

##### **Avaya**

B179 SIP for conference rooms, 9611G IP Phone for desktops

##### **Cisco**

Unified IP Conference Phone 8831, IP Phone 7841 for desktops

### **Network Services**

The system must support a wide complement of network services, including, at a minimum, the following:

- SIP Trunks
- Direct inward dial (DID) trunks
- ISDN PRI (primary rate interface) (23 channels per interface card plus 1 signaling channel)
- 100 Megabit and Gigabit Ethernet
- Auxiliary interfaces (such as loud speaker paging, recorded dictation)

### **General Requirements**

1. Describe the overall reliability of your systems.
2. Describe the overall scalability of the IP telephony solution.
3. How are hardware and software upgrades handled?
4. Does the solution offer a subscription service for software upgrades?
5. How does the solution manage Quality of Service (QoS)?

6. Describe the network requirements for your IP Telephony solution.
7. Identify peripheral equipment that is supported as part of the IP Telephony solution.
8. Describe the administration/management interface used with the IP Telephony solution and the training options available to do self-administration.
9. Describe the reporting capabilities of the IP Telephony solution.
10. Describe your installation planning and implementation process.
11. Describe the steps involved in software upgrades.
12. How many calls can be stacked on a single extension?
13. Detail your conferencing capabilities.
14. If PBX supports multi-party conference calls, up to how many parties on a single call?
15. If PBX supports multiple conference calls simultaneously, how many simultaneous calls?
16. If incremental increases of additional conference ports are supported, what are the incremental increases, and what are the maximum ports allowed?
17. Detail your training offerings.
18. If managers/trainers can monitor important company extensions, how many extensions can be monitored?

### **Functional Requirements**

Please answer to the availability and inclusion of the functionality in the proposed system. If you answer no, please explain differences in detail. Attach additional sheets of paper if necessary. Any requirements not responded to by the vendor will be considered unavailable functionality.

*Yes = Y No = N Included – I Added Feature = A*

1. Does the system have automatic IP Phone Fail-over capabilities?
2. Does the system have Public Switched Telephone Network (PSTN) fail-over capabilities?
3. Does the system provide 911 accesses in a power outage?
4. Does the solution allow incremental growth of as few as a single user?
5. Does the solution scale seamlessly from 0-150+ users?
6. Does the solution have a single management interface?
7. Do Adds, Moves, and Changes require a reboot?
8. Is solution distributed with remote survivable architecture included?
9. Does the solution provide a system monitoring and service support to multiple sites?

10. Is solution network agnostic?
11. Does the solution require proprietary networking hardware/software?
12. Does the solution offer QoS support on a single UDP port?
13. Does the solution support VLANs (Virtual local Area Networks)?
14. Does the solution provide multiple uplinks to the network?
15. Will the solution allow the setting of admission control bandwidth?
16. Does the solution allow for the unlimited access to bandwidth for VoIP calls?
17. Does the solution allow for remote support access and troubleshooting?
18. Does the solution support non-proprietary handsets?
19. What are voicemail storage limits?
20. Are there voicemail simultaneous access limits?
21. Does the solution provide for survivable remote voicemail?
22. Does survivable remote voicemail act as single voicemail system?
23. Does the solution have integrated Automatic Call Distributor (ACD) capabilities?
24. Does the solution have integrated E911 capabilities/Callers Emergency Service Identification?
25. Does the solution support standard compression rates?
26. Does the solution provide an easy way to backup system configuration?
27. Does the solution provide easy disaster recovery?
28. Does the solution support music on hold?
29. Does the solution support overhead paging?
30. Does the solution support groups paging through the phones?
31. Does the solution support silent monitoring and barge in capabilities?
32. Does the solution provide call recording capabilities?
33. Does the solution support bridged call appearances?
34. Does the solution support Centrex flash?
35. Does the solution provide for the ability to do self-administration with nominal training?
36. Does the solution have a single management interface for PBX, VM, ACD, E911, phones and users?
37. Does the solution have a single management interface for administration of all sites?

38. Does the solution have a single management interface for all PSTN connections at all sites?
39. Does the system administration solution use a command line interface and/or graphical user interface (GUI)?
40. Does the solution allow for role based system administration?
41. Does the solution have a single set of Call Data Record (CDR) reports for all sites?
42. Does the solution provide customized reporting capabilities?
43. Does the solution use standards based reporting interface (crystal, excel, text, etc)?

### **System Features**

1. Does the vendor have an installation methodology and documented process?
2. Does the IP Telephony System have an integrated software distribution solution?
3. Does the solution provide 100% feature transparency across multiple sites?
4. Does the solution have Unified Messaging integration with Outlook?
5. Does the solution have Unified Messaging integration with other platforms?
6. Does the solution have the ability to put a pointer in email, not a .wav file?
7. Does the solution provide for Outlook integration without the use of an Exchange server?
8. Does the solution provide for dialing integration with Outlook Contacts?
9. Does the solution provide for dialing integration with Personal Information Management (PIM) and Customer Relationship Management (CRM) packages?
10. Does the solution have synchronized message waiting light with Unified Messaging application?
11. Does the solution have voicemail callback capabilities?
12. Does the solution have dynamic on-line directories for internal users on a phone?
13. Does the solution have dynamic on-line directories for internal users with PC GUI?
14. Does the solution have dynamic on-line directories for external users on a phone?
15. Does the solution have dynamic on-line directories for external users with PC GUI?
16. Does the solution allow users call control capabilities (make call, take call, transfer, conferencing, pickup & park) through a GUI?
17. Does the solution allow user to stack multiple calls and manage multiple calls on a single extension?
18. Does the solution allow users to configure their call control and voicemail preferences though a GUI?

19. Does the solution allow users to configure their call control and voicemail preferences through a phone?
20. Does the solution allow users to configure their call control and voicemail preferences through a web client?
21. Does the solution provide (POP) and (TAPI) information?
22. Does the solution allow users access to call history for their own extension?
23. Does the solution all users to set multiple forwarding scenarios for their extension?
24. Does the solution allow user to store multiple voicemail greetings?
25. Does the solution allow user to configure a Find Me Follow Me feature?
26. Does the solution allow user to configure voicemail notifications for internal or external numbers?
27. Does the solution provide user with just in time presence monitoring across multiple sites?
28. Does the solution support a Soft Phone?
29. Does the solution allow users to assign their office extension to any phone on or off the company network?
30. Does the solution allow for the monitoring of bridged call appearances through a GUI?
31. What solution(s) are available for Operators?
32. Does the solution have an operator console and/or desktop PC GUI?
33. Does the solution have a sidecar option?
34. Does the solution allow for a centralized operator supporting multiple sites and/or distributed operators at remote locations?
35. Does the solution allow operators to see detailed user information for extensions across multiple sites?
36. Does the solution allow operators to monitor extensions?
37. Does the solution allow operators to drag & drop calls to monitored extensions via a GUI?
38. Does the solution support distribute agents across multiple sites?
39. Does the solution support queues?
40. Does the solution support easily recorded customized announcements?
41. Does the solution support real time m monitoring?
42. Does the solution support historical reporting?
43. Does the solution support multiple agents in multiple queues?
44. Does the solution support wait time announcements?
45. Does the solution support real time agent status?

46. Can agents login/log out via a GUI?
47. Can agents login/log out via the phone?
48. Can a supervisor login/log out Agents via GUI?
49. Can a supervisor activate predefined call flow schedules via GUI?
50. Does the solution support call pickup from the queue?
51. Does the solution support a multi-level call center?
52. Does the solution support real time reporting?
53. Does the solution support multimedia queues?
54. Does the solution support preview dialing?
55. Does the solution support advanced skills base routing?
56. Does the solution support Open Database Compliance (ODBC)?
57. Does the solution allow a user to reassign their extension to any phone on or off the company network?
58. Does the solution support whisper page?
59. Does the solution allow user to access a directory through the phone?
60. Does the solution support multi-call appearance or Busy Lam Field (BKF) and Direct Station Selection (DSS) keys on the phone?
61. Does the solution support headsets?
62. Does the solution support programmable buttons on the p hone?
63. Does the solution have a 360 degree MWI light?
64. Does the phone support bridged call appearances?

### **Conferencing and Web Interface Requirements**

*Yes = Y No = N Included – I Added Feature = A*

1. Does PBX support multi-party conference calls?
2. Does PBX support multiple conference calls simultaneously?
3. Does the solution support an integrated IP Based Conference Bridge?
4. Does the solution support the incremental increase of additional conference ports?
5. Does the solution support Collaboration tools like document or application sharing?

6. Does the solution support Instant Messaging?
7. Does the solution support the archiving of conference recordings to an HTML site?
8. Can users schedule conference calls via a web browser?

### **Training**

1. Does vendor offer on-site training sessions for System Administrators?
2. Does vendor offer on-site training session for Supervisors?
3. Does vendor offer on-site training sessions for general End Users?
4. Does vendor offer web-based training?
5. Does vendor provide System Administration and End User documentation?

### **Service and Support**

1. Does vendor offer remote support services?
2. Does vendor offer a managed service solution?
3. Does vendor offer a hosted solution?
4. Does vendor offer a direct support from the manufacturer?

### **Pricing**

This is to be complete (turnkey) solution which includes all parts needed to make the solution work. Itemized pricing must be included but not limited to the following:

- Requirements for complete system
- Installation costs
- Training costs
- Help Desk Support/Open event support
- Warranty and maintenance on hardware and software
- Estimated quantities may change
- Price per unit will be used to add and subtract additional units, if estimated quantities change
- Backup Plan of VOIP phone system

## **The Triangle - Downtown Whitewater Whitewater City Market Overview to the Common Council**

Tuesday, July 7

One of the 2015 goals of The Triangle - Downtown Whitewater and the City of Whitewater is the creation of a downtown market experience. For the past six months, DTWW has facilitated a process that will lead to a partial market to serve as a proof of concept of an expanded market in 2016.

We would like to briefly walk you through the process we followed and the conclusions we have come to, and then listen to any suggestions or input from the Council.

### **Phase 1: planning**

- Goals: a downtown market that collaborates with the existing Whitewater Farmers' Market and brings vendors, purchasers, and community members to the downtown
- Who is involved: Whitewater Farmers' Market, previous interested groups, city staff, others

### **Phase 2: public meetings**

- May 30 and June 2 at the Irvin L. Young Memorial Library
- Over 35 participants
- Desired market locations all over the map
- Clear interest in "French market": produce, bread, cheese, honey, prepared food, art, etc.

### **Phase 3: survey**

- Link sent via email and posted on social media
- Over 100 respondents
- Consensus on locations emerged: Cravath Lakefront Park, the Depot Museum, Second Street
- Participation groups (implementation group, response group, vendors, volunteers) emerged

### **Phase 4: implementation**

- Broad, varied group of 15 (age, gender, groups represented)
- Met 6/16, 6/24, 6/29, 6/30, 7/1
- Visited Whitewater Farmers' Market 6/20 and 6/27; Fort Farmers' Market 6/27; Lake Mills 6/30
- Subgroups: vendors, promotions, entertainment, logistics, guidelines
- Met with city staff, including city manager and streets director

### **Market conclusions**

- Tuesday evenings, starting July 21 and running through October, from 3 to 7 p.m.
- In front of the Arch at Cravath Lakefront Park; Second will be closed between the train tracks and Whitewater Street
- Emphasis: local, welcoming, playful, family-friendly, historic
- Vendors committed to date: Sunnybrook Farms (produce, eggs), Bluff Creek Nursery (potted plants, herbs), Drew Designs Jewelry, Flying Cow Pizza, SweetSpot, Black Sheep/Casual Joe's
- Interested vendors include producers of honey, produce, grass-fed beef and chicken, soap
- Will include activities/music, seating, information (DTWW, W3, etc.)

**Questions and feedback?**

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### **Questions and feedback?**



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

MEETING DATE: **7/07/2015**

**ITEM:** Consideration: Award of bids for roofing projects at Starin Park Community Building, Downtown Armory, and general roof maintenance

**PRESENTER: Parks & Recreation Director**

PREVIOUS ACTION, IF ANY:

**SUMMARY OF ITEM BEING PRESENTED:** Velcheck and Finger, the city's roofing consultant, put three roofing projects out to bid with the bids due on June 17<sup>th</sup>. Unfortunately, all three projects only had one bidder – Pioneer Roofing of Johnson Creek. The low number of bids can be contributed to a number of factors – the large roofing companies from the Madison/Milwaukee area did not bid due to large existing workloads closer to their markets. At least one local company did not submit due to some of the requirements included as part of the bid.

### **Downtown Armory**

The Armory project includes installation of a EPDM (Ethylene Propylene Diene Monomer) Roofing Membrane on the rectangular portion of the building closes to North Street and does not include the portion of the roof over the gymnasium. The gymnasium roof is projected to have another 5 years of life expectancy and will be scheduled in the CIP for 2020 or later. There was an alternative bid to strip in lower gutter edges and complete minor wall flashing repairs on the small single story portions of the building. All work being completed by the contractor will be warranted for two years from the date of substantial completion. The manufacturer's warranty on the Armory materials will be for 15 years. The total bid amount is \$49,255 and the consultant's 2014 estimated cost projection for this work was \$45,650.

### **Starin Park Community Building**

The project at Starin is the replacement of the existing shingle roof with a 40-year asphalt shingle. All work being completed by the contractor will be warranted for two years from the date of substantial completion. The total bid amount is \$37,807 and the consultant's 2014 estimated cost project for this work was \$35,000.

### **Roofing Maintenance Contract**

This maintenance contract would ensure that preventative maintenance is occurring on all city facility roofs along with training our staff to complete this work in the future to ensure the expected life expectancy on these structures. The rates proposed in this bid are as follows:

Labor Cost: \$61/hour

Labor Markup: 40%

Materials Markup: 25%

Subcontractor Markup: 15%

Overtime Labor Rate: \$91/hour

Holiday OT Labor Rate: \$122/hour

**BUDGET IMPACT, IF ANY:** The CIP includes funds for all of these projects as borrowing for the Trane performance contract included funds to complete projects not included as part of Trane's scope of work.

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

**STAFF RECOMMENDATION:** It is my recommendation to the Council to accept all three bids for the various roofing projects. Although the Starin and Armory projects are more than the consultant anticipated the estimates were prepared in 2014 and we have seen an increase in construction throughout the region.

**RECOMMENDED MOTION:** Award bid to Pioneer Roofing for the Downtown Armory in the amount of \$49,255. Award bid to Pioneer Roofing for the Starin Park Community Building in the amount of \$37,807 and award a roofing maintenance contract to Pioneer Roofing at a labor cost of \$61 per hour and a materials markup of 25%.

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

Bid Summaries from Velcheck & Finger  
Armory Roof Plan  
Starin Park Community Building Roof Plan

**FOR MORE INFORMATION CONTACT:**

Matt Amundson  
262-473-0122  
[mamundson@whitewater-wi.gov](mailto:mamundson@whitewater-wi.gov)

**BID SUMMARY**  
 \_\_06/17/2015\_\_ at \_\_11:00 a.m.

<b>PROJECT</b>	<b>DATE</b>
Armory 146 W. North Street Whitewater, WI 53190	06/17/2015
	<b>FILE NO.</b>
	54-18353

<b>INVITED CONTRACTORS</b>	<b>BOND</b>	<b>BASE BID</b>	<b>ADDITIVE</b>	<b>NOTES</b>
Pioneer Roofing	Yes	\$44,361	\$4,894	
Performance		No Bid		
FJA Christianson		No Bid		
James R Taylor		No Bid		
Langer		No Bid		

<b>CONTRACTOR</b>	<b>T&amp;M %+MHR</b>	<b>DAYS</b>
Pioneer Roofing	25% + \$90/hr	14
Performance		
FJA Christianson		
James R Taylor		
Ridge Runners		

**BID SUMMARY**  
06/17/2015 at 11:00 a.m.

<b>PROJECT</b>	<b>DATE</b>
Starin Park Community Center 504 W Starin Road Whitewater, WI 53190	06/17/2015
	<b>FILE NO.</b>
	54-18356

<b>INVITED CONTRACTORS</b>	<b>BOND</b>	<b>BASE BID</b>	<b>ADDITIVE</b>	<b>NOTES</b>
Pioneer Roofing	Yes	\$37,807	Install new continuous soffit vent - \$15.56/ft.	
Performance		No Bid		
FJA Christianson		No Bid		
James R Taylor	No	\$25,830		Did not follow the bid procedures.
Langer		No Bid		

<b>CONTRACTOR</b>	<b>T&amp;M %+MHR</b>	<b>WORK DAYS</b>
Pioneer Roofing	25% + \$90	14
Performance	No Bid	
FJA Christianson	No Bid	
James R Taylor	No Bid	
Ridge Runners	No Bid	

**BID SUMMARY**  
06/17/2015 at 11:00 a.m.

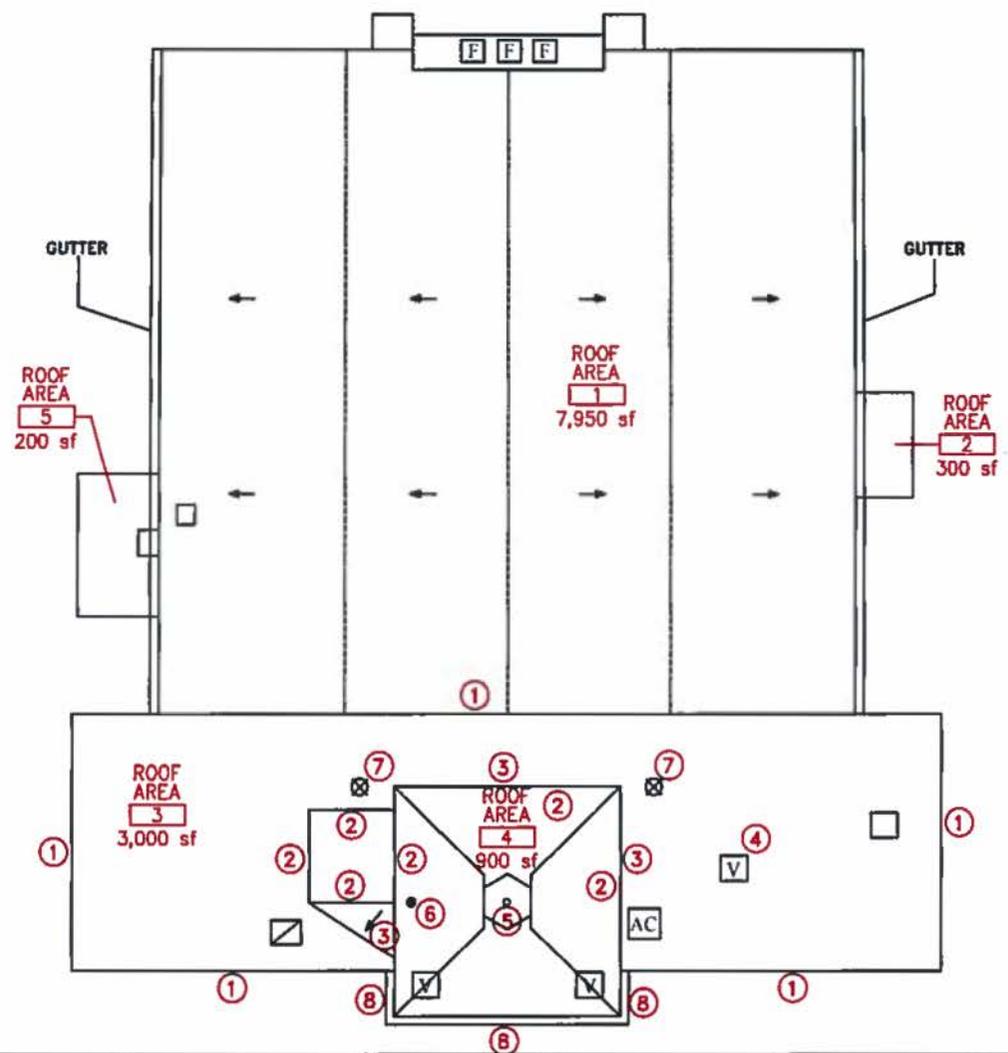
<b>PROJECT</b>	<b>DATE</b>
Roofing Maintenance 312 W. Whitewater Whitewater, WI 53190	06/17/2015
	<b>FILE NO.</b>
	54-18354

<b>INVITED CONTRACTORS</b>	<b>BOND</b>	<b>BASE BID</b>	<b>ADDITIVE</b>	<b>NOTES</b>
Pioneer Roofing	Yes	\$22,510		
Performance		No Bid		
FJA Christianson		No Bid		
James R Taylor		No Bid		
Langer		No Bid		

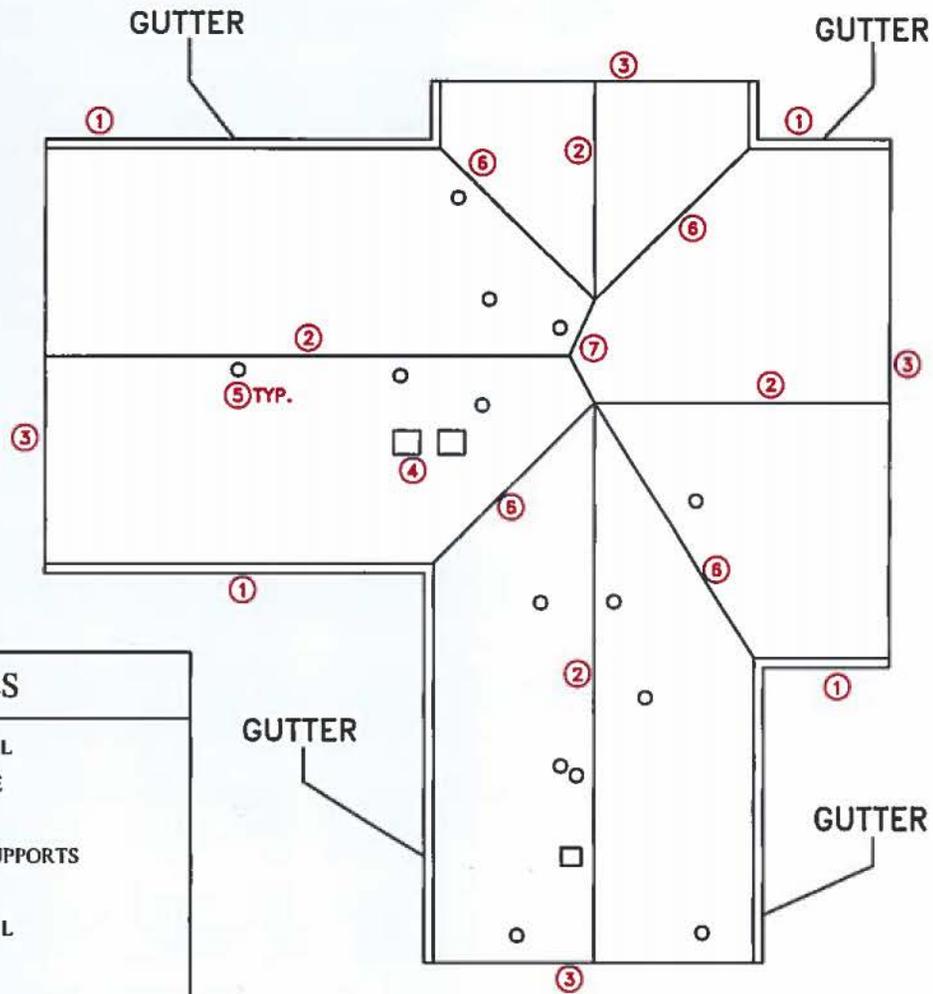
<b>CONTRACTOR</b>	<b>UNIT PRICE 1: Labor Cost</b>	<b>UNIT PRICE 2: Labor Markup</b>	<b>UNIT PRICE 3: Materials Markup</b>	<b>UNIT PRICE 4: Subcontractor Markup</b>	<b>UNIT PRICE 5: Labor Rate</b>	<b>UNIT PRICE 6: Overtime Labor Rate</b>
Pioneer Roofing	\$61/hr	40%	25%	15%	\$91	\$122/hr
Performance						
FJA Christianson						
James R Taylor						
Ridge Runners						



SYMBOLS LEGEND	
	VENT
	ROOFTOP UNIT
	CURB
F	FLUE
AC	AIR CONDITIONER
	DRAIN
•	SOIL PIPE
○	FLAGPOLE
	DETAIL



	<b>VELCHECK &amp; FINGER</b> Roof Consulting & Service W231 N2844 Roundy Circle East Pewaukee, Wisconsin 53072 Telephone: 262.522.3690 Fax: 262.522.3691	Armory 146 W. North Street Whitewater, WI	<b>Roof Plan</b>	
			Job Number Date Drawn by Sheet Number	05/06/2015 TWR 1 of 1
City of Whitewater				



NOTES	
①	GUTTER DETAIL
②	VENTED RIDGE
③	GABLE ENDS
④	EQUIPMENT SUPPORTS
⑤	VENT STACK
⑥	VALLEY DETAIL
⑦	HIP DETAIL

	<b>VELCHECK &amp; FINGER</b> Roof Consulting & Service W231 N2844 Roundy Circle East Pewaukee, Wisconsin 53072 Telephone: 262.522.3690 Fax: 262.522.3691
	Starin Park 504 W. Starin Road Whitewater, WI

City of Whitewater
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Roof Plan		
Job Number		<b>R-100</b>
Date	04/27/2015	
Drawn by	TWR	
Sheet Number	1 of 1	
		NOT DRAWN TO SCALE



*City of Whitewater Council Agenda Item Information Sheet*

MEETING DATE: **07/07/15**

ITEM: **Communications Center MOU with UW-W**

PRESENTER: **City Manager**

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

**SUMMARY OF ITEM BEING PRESENTED:**

**As part of the 2015 municipal budget and in future budgets, the University of Wisconsin-Whitewater will fund 1/3 of the overall budget for the Communications Center. This MOU specifies the terms of that arrangement. As part of this MOU, the City will provide the officers serving on the campus of the UW-W with the same level of service as is provided to officers of the Whitewater Police Department. This has been the standard for operation for some time; however, this MOU clarifies that expectation.**

**BUDGET IMPACT, IF ANY: A contribution from UW-W for the funding of operations within the Communications Center was included in the 2015 budget. The total expected contribution for 2015 is \$169,553.**

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

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

**Signed UW-W MOU**

**FOR MORE INFORMATION CONTACT:**

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

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WHITEWATER  
AND THE UNIVERSITY OF WISCONSIN-WHITewater CONCERNING  
CONTRIBUTION BY THE UNIVERSITY TO THE CITY OF WHITEWATER'S  
COMMUNICATIONS CENTER**

**THIS MEMORANDUM OF UNDERSTANDING**, hereinafter at times referred to as “MOU,” is an agreement for an equitable contribution to the City of Whitewater communications budget between, the City of Whitewater hereinafter at times referred to as “City,” the Whitewater Police Department, hereinafter at times referred to as WPD, the University of Wisconsin-Whitewater, hereinafter at times referred to as “UW-W,” and the University of Wisconsin-Whitewater Police Services, hereinafter at times referred to as “UWWPS.”

**WHEREAS**, the City and UW-W utilize the same communications center, and

**WHEREAS**, the UW-W utilizes approximately one third of the resources of the communications center including staff time, equipment resources and software, and

**WHEREAS**, the City Manager for the City and the Chancellor for UW-W both agree that a UW-W contribution to the communications center will be beneficial to both parties and

**WHEREAS**, the City has provided dispatching services to the UW-W for many years with great success and a staff study was conducted in 2013 which determined the communications center to be understaffed and also determined that the UWWPS utilizes approximately one third of the resources of the communications center, and.

**WHEREAS**, the city and UW-W have reached an agreement concerning a contribution by UW-W to the City of Whitewater communications budget, now therefore, in consideration of the recitals set forth above and good and valuable consideration the city and the UW-W agree as follows:

1. UW-W will contribute to the City one-third (1/3) of the budgeted costs of the communications center:
2. The City shall provide 24 hour, full-time dispatch services as outlined in the addendum to UW-W at the same level or justified increase as was provided May 2015. This includes dispatch center staffing.
3. The City shall provide an itemized, budgeted cost to the UW-W by November 1 of each calendar year, showing the projected UW-W's contribution amount for the upcoming year.
4. Effective January 1, 2015 the UW-W shall pay the 1/3 financial contribution no later than Jan. 31 of each year. The 2015 contribution will be paid on or before August 1, 2015.
5. This agreement shall be binding as long as the City continues to provide dispatching services to UW-W unless terminated under paragraph 11.
6. The City acknowledges the UW-W, per its designee, will have a 1/3 contribution on the communications budget, discipline action and hiring decisions. UW-W will have access to RMS and CAD records.
7. WPD will provide UWWPS a copy of all department communications policies that are modified, altered or otherwise changed as soon as practical and/or whenever a copy is requested. If UWWPS has any concerns with modifications the UWWPS Chief or his/her designee will meet with WPD Chief or his/her designee. In the event of an impasse, the issue will be taken before the review board consisting of following individuals or their designee; the Chancellor, UWWPS Police Chief, UWWPS

Lieutenant, the City Manager, WPD Chief, WPD Captain and Communications Supervisor for review and final decision. In the event an impasse remains, unless the final decision negatively impacts safety and security, the modification will stand.

8. It is generally agreed upon by both parties that, commencing with the signing of this MOU, the UW-W and the City will begin working toward the establishment of a joint governing body with oversight of communications center operations. Representatives from the University and City will convene a status meeting on or before June 30, 2017 to discuss the status of the joint governing body.

9. The addendum to this MOU outlines the definition of dispatching services, defining additional duties and responsibilities associated with this MOU.

10. Legal Powers and Duties. Each party understands and agrees that no clause, term or condition of this MOU shall be construed to supersede the lawful powers or duties of any power or body.

11. The Memorandum of Understanding shall remain in full force and effect until the delivery of a cancellation notice, signed by the Chancellor or City Manager to the other party. Cancellation shall become effective one hundred twenty (120) days after providing such notice. If UW-W gives a cancellation notice prior to September 1 of any year, it shall not receive a refund for the payment for that year and shall have the right to receive the services under this MOU for the entire year. If UW-W gives a cancellation notice after September 1 of any year, it shall be responsible for the contribution required under this MOU for the entire subsequent year and shall have the right to receive the services under this MOU for that entire subsequent year. The same commitment for

providing dispatch services and corresponding timelines will remain in force in the event the City provides a cancellation notice.

12. This agreement shall be effective upon signing by both parties. This agreement will be reviewed on or before June 2018 to determine if any portion of the agreement needs to be revised or omitted.

13. Notices. All notices to be given under the terms of this Agreement shall be in writing and signed by the authorized agent of the agency serving the notice and shall be sent by mail to the following persons:

For the City of Whitewater: Chief of Police  
Whitewater Police Department  
312 West Whitewater Street  
Whitewater, WI 53190

For the University of Wisconsin-Whitewater: Chief of Police  
University of Wisconsin-Whitewater  
Police Services  
734 Starin Road  
Whitewater, WI 53190

14. Controlling Law. It is expressly understood and agreed by the parties that, in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.

IN WITNESS WHEREOF, the parties hereto, by their respective authorized agents, have caused this Agreement to be executed.

**CITY OF WHITEWATER**

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

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

**UNIVERSITY OF WISCONSIN-  
WHITEWATER**

By:  \_\_\_\_\_  
Richard Telfer, Chancellor      Date

## Addendum of Dispatch services

It is the policy of the Whitewater Communications Center that all communications be conducted in a manner that is effective, professional, courteous, and consistent with the Wisconsin Law Enforcement Accreditation Group (WILEAG) standards. All radio communications shall be conducted in accord with Federal Communications Commission (F.C.C) procedures and requirements.

The Whitewater communications center provides the primary communications function of the department, to include Operating the Communications Center and is responsible for providing radio dispatch service to the city of Whitewater police department, UW-W Police Services, Whitewater Fire Department, Whitewater Rescue Squad, and LaGrange Fire and Rescue Department. With the exception of warrants and other agency specific duties and assignments, the same day to day emergency and operational functions that are provided to the City of Whitewater emergency personnel shall be afforded to the University police personnel.

The following is a list of services the City will provide to UW-W.

- 1) Involvement in the communications budget
- 2) Involvement in the discipline of communications personnel
- 3) Involvement in the hiring process of communications personnel
- 4) Through Pro Phoenix software departments will maintain mutually shared access to all in-house records and calls for service via RMS and CAD systems
- 5) In addition, WPD shall be the primary communications point for all emergency and non-emergency calls for service. These include but are not limited to:
  - A. Facilitation of response for all 911 calls and VOIP
  - B. Dispatch calls for service
  - C. Alerting Systems
    - i. Tornado
    - ii. Shelter in Place
    - iii. Intrusion Alarms
  - D. Emergency Fire/Rescue
  - E. Dispatch UWWPS to Lock-outs
  - F. Dispatch UWWPS to Safety escorts
  - G. Dispatch for University Community Service Officers
  - H. Dispatch UWWPS to routine calls for service; unlock facility doors, alarms, etc.
  - I. Safety Message alerting system
    - i. In accordance with UW-W general order 85.1.2 the IP based phones and speakers are to be activated within the Communications Center. It shall be activated when requested by a UW-W enforcement officer to the dispatcher on duty. This system will continue to sound until it is deactivated manually by a UW-W Supervisor via a secure web system.
  - J. Elevator Phone calls (911)

- K. Emergency call boxes and testing
- L. Through an established dedicate line for voice mail, forward messages to campus personnel.



*City of Whitewater Council Agenda Item Information Sheet*

MEETING DATE: **07/07/2015**

ITEM: **Wisconsin Main Street Communities Agreement**

PRESENTER: **City Manager**

PREVIOUS ACTION, IF ANY: **This agreement is endorsed by the City annually.**

SUMMARY OF ITEM BEING PRESENTED:

**Each year Downtown Whitewater renews an agreement with the Wisconsin Economic Development Corporation regarding the Main Street program. Each year the City of Whitewater also endorses the agreement, though it is not binding on the City of Whitewater in anyway.**

**In the past, some council members have requested this endorsement be brought to the Common Council. For this purpose the item is being brought forward for action. The city manager would recommend approval of the endorsement.**

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

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

STAFF RECOMMENDATION: **Staff recommends approval**

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

**Annual Main Street Communities Agreement**

FOR MORE INFORMATION CONTACT:

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

**WISCONSIN MAIN STREET COMMUNITIES AGREEMENT  
BETWEEN  
THE WISCONSIN ECONOMIC DEVELOPMENT CORPORATION  
AND  
DOWNTOWN WHITEWATER, INC.**

This Agreement is entered into pursuant to Chapter 238 of the Wisconsin Statutes between the Wisconsin Economic Development Corporation (“WEDC”) and Downtown Whitewater, Inc. (the “Designated Local Entity”).

**WITNESSETH**

**WHEREAS**, Wisconsin Statute § 238.127 authorizes WEDC to administer a state main street program to coordinate state and local participation in programs offered by the National Main Street Center, Inc., created by the National Trust for Historic Preservation, to assist in the planning, managing and implementing programs for the revitalization of business areas;

**WHEREAS**, WEDC has been designated as a Main Street Program Coordinating Member by the National Main Street Center, Inc., created by the National Trust for Historic Preservation, and has entered into agreements with the National Main Street Center enabling WEDC to administer the National Main Street Program in Wisconsin; and

**WHEREAS**, WEDC has determined that the Designated Local Entity is eligible to participate in the Wisconsin Main Street Program and the Designated Local Entity is in its Tenth year of participating in the Wisconsin Main Street Program.

**NOW, THEREFORE**, for valid consideration, the receipt of which is hereby acknowledged, and in consideration for the promises and covenants in this Agreement, WEDC and the Local Program agree as follows:

**1. Definitions.** For purposes of this Agreement, the following terms shall have the following meanings:

(a) “Agreement” means this agreement, to include all documents required to be delivered contemporaneously with the execution and delivery of this Agreement, and the attached Exhibits, together with any future amendments executed in compliance with Paragraph 19 of this Agreement.

(b) “Application” means the materials submitted by the Designated Local Entity to WEDC relating to the Local Program’s designation as a Main Street Community.

(c) “Effective Date” means July 1, 2015.

(d) “Local Executive Director” means the person identified by the Designated Local Entity as responsible for the day-to-day administration of the Wisconsin Main Street Program. For Local Programs with populations equal to or greater than five thousand (5,000), the Local Executive Director shall be a full-time position and for Local Programs with populations less than five

thousand (5,000), the Local Executive Director may be a part-time position. The Local Executive Director shall be the Local Program's point of contact for local businesses, property owners, and WEDC.

(e) "Local Program" means the Designated Local Entity's program for the revitalization of its Main Street District, as described in the Designated Local Entity's Application and approved by WEDC.

(f) "Main Street District" means the area in which the Designated Local Entity may carry out its Local Program, the boundaries of which are approved by WEDC.

(g) "Main Street Eight Guiding Principles" means the following eight principles identified by NMSC: comprehensive, incremental, self-help, partnerships, identifying and capitalizing on existing assets, quality, change, and implementation.

(h) "Main Street Four Points" means NMSC's organization, promotion, design, and economic restructuring, which comprise NMSC's foundational economic development tool.

(i) "NMSC" means the National Main Street Center, Inc.

(j) "WEDC" means the Wisconsin Economic Development Corporation, together with its successors and assigns.

(k) "Wisconsin Main Street Program" means WEDC's program, designated by NMSC as a "Main Street Program" and authorized by Wisconsin Statute 238.127, to assist Local Designated Entities in planning, managing, and implementing programs for the revitalization of business areas.

**2. Term.** The term of this Agreement shall be for a period of one year, beginning on July 1, 2015, and ending on June 30, 2016. The parties understand that WEDC's license agreement with NMSC is set to expire on December 31, 2015. In the event a new license agreement is not executed, WEDC will provide written notice to the Designated Local Entity and this Agreement will be immediately amended or terminated.

**3. Designated Local Entity's Obligations.** The Designated Local Entity shall:

(a) Commit to participating actively in the Wisconsin Main Street Program, and operate a Local Program based on a strong historic preservation ethic.

(b) Strive to achieve national accreditation by the NMSC. If the Designated Local Entity does not currently have national accreditation, they shall obtain national accreditation within three years of the date they do not have national accreditation, or they will no longer be permitted to participate in the Wisconsin Main Street Program.

(c) Execute a sub-license agreement with WEDC, attached to this Agreement as Exhibit A, on the use of the "Main Street" name, trademark, and logo; and comply with NMSC's policies on the use of its trademarks and logos.

(d) Maintain an annual membership with NMSC.

(e) Concentrate Local Program activities within the Main Street District.

(f) Maintain a volunteer board of directors comprised of members representing downtown and business interests to oversee the continuing development of the Local Program.

(g) Employ a Local Executive Director for the Local Program, and develop a job description which sets forth the responsibilities and compensation of the Local Executive Director.

(h) Maintain worker's compensation insurance for the Local Executive Director.

(i) Maintain a downtown office with internet access and e-mail capability to enable the Local Executive Director to appropriately communicate with WEDC and others.

(j) Require the Local Executive Director to participate in all relevant training sessions, including attendance at a majority of the Wisconsin Main Street Program-sanctioned events. Events must be attended in their entirety and expenses related to attending the events will be paid by the Local Program. If the Local Program is temporarily without a Local Executive Director, another representative shall be sent to the event(s) on behalf of the Local Program.

(k) At WEDC's option, allow WEDC to participate in interviews of new Local Executive Directors.

(l) Promote and encourage board member and volunteer attendance at local, state, and national training opportunities identified by WEDC.

(m) Maintain an annual Local Program budget. For Local Programs with populations equal to or greater than five thousand (5,000), the minimum Local Program budget shall be seventy thousand dollars (\$70,000), and for Local Programs with populations less than five thousand (5,000), the minimum Local Program budget shall be forty thousand dollars (\$40,000). The Local Program budget should provide for the necessary travel and operating budget for the Local Executive Director to carry out his/her duties.

(n) Implement a comprehensive, four-point approach to downtown revitalization following NMSC's Main Street Four Points and Main Street Eight Guiding Principles.

(o) Maintain one standing committee for each of the Main Street Four Points. Each such standing committee shall have a chairperson and meet regularly.

(p) Submit to WEDC an annual work plan based on the Main Street Four Points, which shall include vision and mission statements.

(q) At the request of WEDC, assist in arrangements for WEDC and NMSC to visit the Local Program for technical assistance, public relations, and other purposes.

(r) Notify WEDC of any changes to the contact information for the Designated Local Entity, Local Program, Local Executive Director, or president of the board of directors.

(s) Submit monthly performance reports to WEDC by the tenth (10<sup>th</sup>) day of each month, and annual accreditation reports to WEDC in such form and manner as is acceptable to WEDC.

**4. WEDC's Obligations.** WEDC shall:

(a) Designate a staff person to act as a liaison with the Local Program and handle all communications between and among the Designated Local Entity, Local Program, NMSC, and WEDC.

(b) Provide assistance in interviewing, hiring, and training new Local Executive Directors.

(c) Plan and conduct a two-day Local Executive Director training orientations for new Local Executive Directors.

(d) Plan and implement workshops and training sessions on downtown revitalization topics based on the needs of all Local Programs participating in the Wisconsin Main Street Program.

(e) Perform an annual accreditation review to ensure that the Designated Local Entity and Local Program continues to meet NMSC's accreditation standards.

(f) Provide individual technical assistance for businesses and property owners within the Local Program's Main Street District.

(g) Provide the Local Program with relevant and available local market analysis and information to facilitate the Local Program's initiatives.

(h) Plan and coordinate an annual Wisconsin Main Street Program awards night to honor volunteers and projects among the Local Programs.

(i) Provide information, advice, and technical assistance to the Local Executive Director, as requested by the Local Executive Director.

(j) Provide access to an online resource library and discussion group.

(k) Provide additional technical assistance and services tailored to the Local Program's year of participation in the Wisconsin Main Street Program, as follows:

(i) For the Local Program's first year of participation in the Wisconsin Main Street Program: a kickoff visit, board training, Local Executive Director training, visioning sessions, training for committees responsible for each of the Main Street Four Points, work planning session, local market study, NMSC membership, scholarship to the NMSC conference, up to five (5) design renderings, and two (2) NMSC roadway signs.

(ii) For the Local Program's second year of participation in the Wisconsin Main Street Program: three-day resource team, NMSC membership, scholarship to the NMSC conference, and up to five (5) design renderings.

(iii) For the Local Program's third year of participation in the Wisconsin Main Street Program: issue-specific technical visit, two-day progress visit, fund raising workshop, NMSC membership, scholarship to the NMSC conference, and up to five (5) design renderings.

(iv) For the Local Program's fourth year of participation in the Wisconsin Main Street Program: issue-specific technical visit, NMSC membership, scholarship to the NMSC conference, and up to five (5) design renderings.

(v) For the Local Program's fifth year of participation in the Wisconsin Main Street Program: issue-specific technical visit, NMSC membership, scholarship to the NMSC conference, and up to five (5) design renderings.

(vi) For the Local Programs participation beyond year five: progress visits every two to three (2-3) years, rotating regional technical assistance visits, and up to three (3) design renderings.

**5. Local Program's Warranties and Representations.** In addition to the other provisions of this Agreement, the Designated Local Entity hereby warrants and represents to the best of its knowledge that as of the date of this Agreement:

(a) The Designated Local Entity is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it, the violation of which would have a material, adverse effect on the Designated Local Entity's ability to perform its obligations under this Agreement.

(b) The undersigned officer of the Designated Local Entity is fully authorized to execute and deliver this Agreement on behalf of the Designated Local Entity and Local Program.

(c) In making these warranties and representations, the Designated Local Entity has not relied on any information furnished by WEDC.

(d) The Designated Local Entity's warranties and representations herein are true and accurate as of the Effective Date of this Agreement, and shall survive the execution thereof.

**6. Cancellation and Rescheduling of Events.** WEDC reserves the right to cancel on-site services or events scheduled for the Local Program if the Local Executive Director and a majority of the individuals designated by WEDC to participate in the service or event do not commit to participating at least forty-eight (48) hours in advance of the scheduled service or event. The Local Program will be responsible for rescheduling the service or event to ensure compliance with their obligations under this Agreement.

**7. Termination.** Either party may terminate this Agreement without cause upon thirty (30) days prior written notice to the other party. If WEDC finds that the Designated Local Entity and/or Local Program is not in compliance with any requirements of the Wisconsin Main Street Program as outlined in this Agreement, and as required by NMSC, WEDC shall have the right to immediately terminate this Agreement and withhold further services.

**8. Wisconsin Public Records Law and Confidential Documents.**

(a) The Designated Local Entity understands that this Agreement and other materials submitted to WEDC may constitute public records subject to disclosure under Wisconsin's Public Records Law, §§ 19.31-.39.

(b) Except as otherwise required or provided by court order, legal process or applicable law including §§ 19.31-.39, WEDC shall not, without the Designated Local Entity's consent, reveal or disclose to any non-government person or entity financial or other information or

materials provided by the Designated Local Entity if the Designated Local Entity has indicated that such information or materials are sensitive and should be kept confidential. The Designated Local Entity must indicate that such materials are to be protected under this paragraph by marking the documents "confidential."

(c) If the Designated Local Entity contends that any document provided to WEDC is exempt from disclosure under Wisconsin's Public Records Law, for reasons including that the document qualifies as a trade secret under § 134.90, the Designated Local Entity shall:

- (i) Clearly mark the document as not subject to disclosure under the Public Records Law. If the Designated Local Entity contends the document is a trade secret under § 134.90, the Designated Local Entity shall specifically mark the documents as "Confidential Trade Secrets."
- (ii) Provide WEDC with a concise, written explanation describing the basis for contending the document is not subject to the Public Records Law.
- (iii) If applicable, provide WEDC with two copies of the document the Designated Local Entity contends is exempt – a clean copy and a copy with the exempted information redacted.

(d) WEDC agrees to notify the Designated Local Entity if it receives a public records request for documents marked under Paragraph (c).

## **9. Additional Requirements.**

(a) **Project Records.** The Designated Local Entity shall prepare, keep and maintain such records as may be reasonably required by WEDC to validate the Local Program's performance under this Agreement and the performance reports provided to WEDC.

### **(b) Inspection.**

- (i) WEDC and its respective agents, shall, upon 48 hours advance written notice to the Designated Local Entity, have the right to enter the Designated Local Entity's premises, during normal business hours, to inspect the Designated Local Entity's operations documentation relating to this Agreement, provided, however, that such access does not unreasonably disrupt the normal operations of the Designated Local Entity.
- (ii) The Designated Local Entity shall produce for WEDC's inspection, examination, auditing and copying, upon reasonable advance notice, any and all records which relate to this Agreement.
- (iii) WEDC reserves the right to conduct a physical site visit.

(c) **Nondiscrimination in Employment.** Consistent with Wis. Stat. § 16.765: In connection with the performance of work under this contract, Designated Local Entity agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in § 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship. Except with respect to sexual orientation, Designated Local Entity further agrees to take affirmative action to ensure equal employment opportunities. Designated Local Entity agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

(d) **Consolidation or Merger.** During the term of this Agreement, the Designated Local Entity shall provide written notice to, and obtain approval from, WEDC prior to any assignment, consolidation or merger with or into any other unrelated corporation or business entity.

(e) **Public Announcement.** The Designated Local Entity agrees to work with WEDC in making a public announcement of this Agreement.

**10. Conflicts.** In the event of any conflict between the provisions of this Agreement and any accompanying documents, the terms of this Agreement control.

**11. Choice of Law.** THIS AGREEMENT AND ALL MATTERS RELATING TO IT OR ARISING FROM IT – WHETHER SOUNDING IN CONTRACT LAW OR OTHERWISE – SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED PURSUANT TO, THE LAWS OF THE STATE OF WISCONSIN.

**12. Venue, Jurisdiction.** Any judicial action relating to the construction, interpretation, or enforcement of this Agreement, or the recovery of any principal, accrued interest, court costs, attorney's fees and other amounts owed hereunder, shall be brought and venued in the U.S. District Court for the Western District of Wisconsin or the Dane County Circuit Court in Madison, Wisconsin. EACH PARTY HEREBY CONSENTS AND AGREES TO JURISDICTION IN THOSE WISCONSIN COURTS, AND WAIVES ANY DEFENSES OR OBJECTIONS THAT IT MAY HAVE ON PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS.

**13. Waiver of Right to Jury Trial.** EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY JUDICIAL ACTION OR PROCEEDING THAT MAY ARISE BY AND BETWEEN WEDC AND THE DESIGNATED LOCAL ENTITY CONCERNING OR RELATING TO THE CONSTRUCTION, INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT, OR THE RECOVERY OF ANY PRINCIPAL, ACCRUED INTEREST, COURT COSTS, ATTORNEY'S FEES AND OTHER AMOUNTS THAT MAY BE OWED BY THE DESIGNATED LOCAL ENTITY HEREUNDER.

**14. LIMITATION OF LIABILITY.** THE DESIGNATED LOCAL ENTITY HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER FROM WEDC ANY SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR DAMAGES OF ANY OTHER NATURE OTHER THAN ACTUAL DAMAGES INCURRED OR SUFFERED BY DESIGNATED LOCAL ENTITY.

**15. Severability.** The invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions, which shall remain in full force and effect to govern the parties' relationship.

**16. WEDC Not a Joint Venturer or Partner.** WEDC shall not, under any circumstances, be considered or represented to be a partner or joint venturer of the Designated Local Entity or any beneficiary thereof.

- 17. Captions.** The captions in this Agreement are for convenience of reference only and shall not define or limit any of the terms and conditions set forth herein.
- 18. No Waiver.** No failure or delay on the part of WEDC in exercising any power or right under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such power or right preclude any other exercise of any other power or right.
- 19. Entire Agreement.** This Agreement embodies the entire agreement of the parties concerning WEDC's and the Designated Local Entity's obligations related to the subject of this Agreement. This Agreement may not be amended, modified or altered except in writing signed by the Designated Local Entity and WEDC. This Agreement supersedes all prior agreements and understandings between the parties related to the subject matter of this agreement.

IN WITNESS WHEREOF, WEDC and the Designated Local Entity have executed and delivered this Agreement effective the date set forth next to WEDC's signature below.

**WISCONSIN ECONOMIC DEVELOPMENT CORPORATION**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Reed E. Hall,  
Secretary and CEO

**Downtown Whitewater, Inc.**

By:                     *Dave Saalsaa*                                         6-23-15                      
Dave Saalsaa,  
Board President Date

Notices to the Local Program hereunder shall be effective upon mailing by first class mail, postage prepaid, and addressed to the following person and address or such other person and address as the Local Program may designate in writing:

Downtown Whitewater, Inc.  
PO Box 688  
Whitewater, WI 53190  
Attn: Tamara Brodnicki

Notices to WEDC hereunder shall be effective upon mailing by first class mail, postage prepaid, and addressed as follows:

Wisconsin Economic Development Corporation  
Division of Credit & Risk  
P.O. Box 1687  
Madison, WI 53701  
Attn: Wisconsin Main Street Communities  
Contract # MAIN STREET FY16-AD3533

**ENDORSED BY:**

**Whitewater**

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

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

## EXHIBIT A NMSC Sublicense Agreement

THIS SUBLICENSE AGREEMENT (“Sublicense”) is entered into by and between Wisconsin Economic Development Corporation (“WEDC” or “Wisconsin Main Street”) and Downtown Whitewater, Inc. (“Sublicensee”).

### **I. INTRODUCTION**

The National Trust for Historic Preservation’s **Main Street Coordinating Program Partners** are a nationwide network of entities charged with the oversight of local downtown and neighborhood Main Street programs across the country. The National Trust brings these organizations together for education and training, peer learning and problem solving, sharing ideas and best practices, and resource development. Through this partnership between the National Trust and Coordinating programs, authority to use and delegate use of the Main Street name, brand and methodology with Local Main Street Partners is granted as per the terms of the licensing agreement, as entered in on January 1, 2015.

### **II. GRANT OF SUBLICENSE**

This Sublicense is for the purpose of implementing the Main Street Program in Sublicensee’s local community. Subject to the terms and conditions of the original Trademark License Agreement with the National Trust, and by the terms and conditions of the Sublicense described herein, Wisconsin Main Street hereby grants Sublicensee which is hereby recognized and designated by Wisconsin Main Street, this non-exclusive sublicense to use the following Trademarks to identify and promote Sublicensee’s local program:

1. **Main Street®**. For the purposes of this Sublicense, the Main Street trademark is defined as:
  - The name “Main Street”, and use thereof, to describe or identify an entity, organization, agency program, and/or activities (e.g. “Main Street Springfield”), when using the name in the context of commercial district revitalization.
  - The methodology for traditional commercial district revitalization identified as, and defined by, the Main Street Four Point Approach, and “Eight Principles” (for a full description, visit the Main Street organization website at:  
<http://www.mainstreet.org/content.aspx?page=2358&section=2>)
2. **National Trust for Historic Preservation®**. For the purpose of this Sublicense, the Sublicensee is allowed to show its association with the National Trust Main Street Center, as set forth in this Agreement.
3. **Main Street - National Trust for Historic Preservation® logo**. For the purpose of this Sublicense, Sublicensee is allowed to use the following Main Street-National Trust for Historic Preservation® logo, under Wisconsin Main Street’s licensing agreement, solely and exclusively to show its association with the National Trust Main Street Center, as set forth in this Sublicense:



- a. As a Main Street Coordinating Program Partner, Wisconsin Main Street is encouraging, as it was encouraged, to use the Main Street® trademark, the National Trust For Historic Preservation® trademark and Main Street-National Trust for Historic Preservation® logo. Both of these trademarks and logo (hereinafter referred to as the “Trademarks”) are well known and recognized by the general public and associated in the public mind with the National Trust.
  - b. Use of the Trademarks is limited to the following, unless otherwise agreed to in writing by the National Trust:
    - i. Use of the name “Main Street” can be incorporated into the name and identity of Sublicensee’s agency, organization, program mission, and activities on materials designed to promote the work of Sublicensee’s organization (e.g., web site, brochures, newsletter, letterhead or other printed promotional materials).
    - ii. Use of the name “National Trust for Historic Preservation” can be used solely and exclusively to reference Wisconsin Main Street’s association with the National Trust Main Street Center.
4. **Association.** For the purposes of this Sublicense, the Sublicensee is allowed to show its association with the Wisconsin Main Street program and National Trust program.
5. **Limitations on Use.** Use of the Trademarks is limited to the following, unless otherwise agreed to in writing by the Wisconsin Main Street:
- a. Use of the name “Main Street” can be incorporated into the name and identity of Sublicensee’s agency, organization, program mission, and activities on materials designed to promote the work of Sublicensee’s organization (e.g., web site, brochures, newsletter, letterhead or other printed promotional materials).
  - b. Use of the name “National Trust for Historic Preservation” can be used solely and exclusively to reference Sublicensee’s association with the National Trust Main Street Center.
  - c. When using the “Main Street – National Trust for Historic Preservation®” logo, you will follow the specific mark, color and character usage set forth in the Identity Guidelines (available upon request from Wisconsin Main Street offices). Furthermore, you agree not to develop any different designs for any mark, symbol, logo character or other element included within the National Trust Main Street Trademark logo.
  - d. Sublicensee agrees to not trademark “Main Street” or “National Trust for Historic Preservation” in any terms or phrases associated with its program.
  - e. Other than as specifically provided herein, Sublicensee is not granted any other rights to use the Trademarks.

### **III. TERM**

This Sublicense will become effective immediately on receipt of the signed Sublicense by both parties and will be renewed annually from the effective date upon receipt of the annual contract and acknowledgment that Sublicensee continues to meet the criteria for local programs, as developed in conjunction with the Wisconsin Main Street and the National Trust Main Street Center.

### **IV. ACKNOWLEDGEMENT OF OWNERSHIP**

Use of the Trademarks indicates acknowledgment of the National Trust’s title to the Trademarks, (i.e. “National Trust for Historic Preservation” and “Main Street”), and that you will not at any time do or permit to be done any act or thing that will in any way impair the rights of the National Trust or Wisconsin Main Street’s licensing privileges.

### **V. GOODWILL AND PROMOTIONAL VALUE.**

Use of the Trademarks indicates that Sublicensee recognizes the value of good will associated with the Licensed Trademarks and agrees that it will not conduct any activity or produce goods which in any way question its ethics or lawful practices, nor will you do anything which damages or reflects adversely upon the National Trust or Wisconsin Main Street.

**VI. NON-ASSIGNMENT**

This Agreement is personal to the Sublicensee (agency or organization), and may not be assigned by Sublicensee to any other individual, program, organization or agency unless clearly stated in this agreement, without the prior written consent of Wisconsin Main Street.

**VII. TERMINATION**

1. If the Sublicensee violates any of the conditions listed in this Agreement, this Sublicense will terminate thirty (30) days after Wisconsin Main Street sends written notice of such termination to the Sublicensee, provided the Sublicensee fails to cure such violation during the thirty (30) day period. Such termination will be effective upon the expiration of such thirty (30) day period.
2. This Sublicense will automatically terminate immediately without any notice being necessary, notwithstanding the above paragraph, if Wisconsin Main Street no longer maintains a License agreement with the National Trust for Historic Preservation.
3. In the event of termination, the Sublicensee will discontinue use of all Trademarks and logo licensed through this Agreement and will delete the electronic Trademarks files and the Trademarks will not be displayed on any materials after the thirty (30) day notice of termination period.

**IX. GOVERNING LAW**

This Agreement is entered in the STATE OF WISCONSIN and will be governed by and construed in accordance with the laws of the WISCONSIN, U.S.A., without giving effect to conflict of laws provisions.

**X. ANNUAL REPORT, NOTICES, OTHER COMMUNICATION**

Sublicensee may be asked to submit samples of any materials on which the Main Street Trademark was used during the year. Such samples and other notices regarding this Sublicense shall be submitted to WEDC at the following address:

Wisconsin Main Street  
 Darrin Wasniewski, Downtown Development Program Manager  
 PO Box 1687  
 Madison, WI 53701  
 P: 608-210-6854  
 Email: [darrin.wasniewski@wedc.org](mailto:darrin.wasniewski@wedc.org)

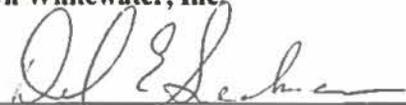
**XI. ENTIRE AGREEMENT**

This Agreement is the entire agreement between the parties with respect to the matters referred herein.

ACKNOWLEDGED AND ACCEPTED BY:

**WISCONSIN ECONOMIC DEVELOPMENT CORPORATION**

By: \_\_\_\_\_ Date \_\_\_\_\_  
 Reed E. Hall,  
 Secretary and CEO

**Downtown Whitewater, Inc.**  
 By:  \_\_\_\_\_ Date 6-23-15  
 Dave Saalsaa,  
 Board President



*City of Whitewater Council Agenda Item Information Sheet*

MEETING DATE: **07/07/2015**

ITEM: **Wastewater Utility- Primary Clarifier  
Rehabilitation Bid Award**

PRESENTER: **Wastewater Superintendent**

PREVIOUS ACTION, IF ANY: **This item was approved as part of the 2015 CIP Program**

**SUMMARY OF ITEM BEING PRESENTED:**

**The Wastewater Utility is having problems with leaking gearboxes that rotate our primary clarifiers. In addition, elevation variations with associated devices require verification and adjustment so all features of the process work together properly. Facility staff, to the best of their ability, has tried to repair these issues “in house”. However, due to the extent of repairs necessary various skilled trades’ people, cranes and the original equipment manufacturer will need to be involved. Each tank will be taken out of service separately in order to maintain treatment compliance. Also, primary clarifiers will not be altered in our upcoming facility improvements. Bid documents and specifications were created with engineering assistance and submitted to qualified candidates.**

**BUDGET IMPACT, IF ANY: In the current CIP we have set aside \$75,000 for this work.**

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

**STAFF RECOMMENDATION: Based upon bid tabulations the assumed low bidder is J.F. Ahern Co. of Fond du Lac, WI in the amount of \$70,000. Their bid met all requirements and staff is recommending issuance of the Notice of Award to J.F. Ahern Co. for this project.**

**RECOMMENDED MOTION: Motion to award the Primary Clarifier Rehabilitation Project to J.F. Ahern Co. in the amount of \$70,000.00.**

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

**Copy of the Notice of Award document included in bid package**

**Copy of Agreement included in bid package**

**Bid tabulation summary**

**J.F. Ahern Proposal**

**FOR MORE INFORMATION CONTACT:**

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

Bids Received 7/1/15  
2:00 p.m.

**PROJECT**

Wastewater Treatment Plant Primary Clarifier Rehabilitation

Bidder and Address	Bid Bond or Guarantee	Addenda Acknowledged	Lump Sum Bid	Alternate	Total
Ahern 855 Morris Street Fond du Lac, WI 54936	Yes 5%	yes	\$70,000	n/a	n/a
Crane Engineering 707 Ford, POB 38 Kimberly, WI 54136	Cashiers check \$12000	yes	\$198,000	n/a	n/a
August Winter and Sons POB 1896 Appleton, WI 54911	Yes 5%	yes	\$148,705	n/a	n/a
Staab Construction 1800 Laemle Marshfield, WI 54449	Yes 5%	Yes	\$70,800	n/a	n/a

Received by:

Michelle Smith

**PROPOSAL FORM**

**PROPOSER** J. F. Ahern Co.  
(name – typed or printed)

**PROJECT IDENTIFICATION:**

City of Whitewater  
Primary Clarifier Rehabilitation  
Whitewater, Wisconsin

**PROJECT NUMBER:** 12899

**ARTICLE 1 – PROPOSAL RECIPIENT**

**THIS PROPOSAL IS SUBMITTED TO:**

Office of the Wastewater Superintendent  
312 W. Whitewater Street  
Whitewater, WI 53190

1.01 The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into an Agreement with Owner in the form included in the Proposal Documents to perform all Work as specified or indicated in the Proposal Documents for the prices and within the times indicated in this Proposal and in accordance with the other terms and conditions of the Proposal Documents.

**ARTICLE 2 – PROPOSER’S ACKNOWLEDGEMENTS**

2.01 Proposer accepts all of the terms and conditions of the Official Notice to Proposers and Instructions to Proposers, including without limitation those dealing with the disposition of Proposal security. Proposer has not added any conditions or qualifying statements to the Proposal. The Proposal will remain subject to acceptance for the Proposal withdrawal time stated in the Official Notice to Proposers, or for such longer period of time that Proposer may agree to in writing upon request of Owner. Proposer will sign and deliver the required number of counterparts of the Agreement with the Bonds, evidence of insurance coverage, and other documents required by the Proposal Requirements within 15 days after the date of Owner’s Notice of Award.

**ARTICLE 3 – PROPOSER’S REPRESENTATIONS**

3.01 In submitting this Proposal, Proposer represents, as set forth in the Agreement, that:  
A. Proposer has examined and carefully studied the Proposal Documents, the other related data identified in the Proposal Documents, and the following Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>6-15-15</u>
<u>                    </u>	<u>                    </u>



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- B. Proposer has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Proposer is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Proposer has considered and correlated the information known to the Proposer; information commonly known to Proposers doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; an all examinations, investigations, explorations, tests, studies, and data with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Proposer, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Proposer's safety precautions and programs.
- E. Proposer does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Proposal for performance of the Work at the price(s) Proposal and within the times and in accordance with the other terms and conditions of the Proposal Documents.
- F. Proposer is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Proposal Documents.
- G. Proposer has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in the Proposal Documents, and confirms that the written resolution thereof by Engineer is acceptable to Proposer.
- H. The Proposal Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Proposal is submitted.
- I. The submission of this Proposal constitutes an incontrovertible representation by Proposer that Proposer has complied with every requirement of this Article, and that without exception the Proposal and all prices in the Proposal are premised upon performing and furnishing the Work required by the Proposal Documents.

**ARTICLE 4 – PROPOSER'S CERTIFICATION**

4.01 Proposer further represents that:

- A. This Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization or corporation;
- B. Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal;
- C. Proposer has not solicited or induced any individual or entity to refrain from Proposal; and

D. Proposer has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the Proposal process;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the Proposal process to the detriment of Owner, (b) to establish Proposal prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Proposers, with or without the knowledge of Owner, purposes of which is to establish Proposal prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the Proposal process or affect the execution of the Contract.

**ARTICLE 5 – BASIS OF PROPOSAL**

5.01 Proposer will complete the Work in accordance with the Contract Documents for the following prices:

UNIT PRICE SCHEDULE						
No.	Section	Item	Qty	Unit	Proposal Unit Price	Proposal Price
1	All Sections	All Work Except For Items No. 2	1	LS	\$ _____ per LS	\$ <u>40,000.00</u>
2	01210	Clarifier Drive Manufacturer Services	1	LS	\$ <u>30,000</u> per LS	\$ <u>30,000</u>
TOTAL OF ALL PROPOSAL PRICES (Sum of Proposal Price for Each Item)						\$ <u>70,000.00</u> (figures)
Seventy Thousand and 00/100						Dollars
(words)						
Qty = Estimated Quantity						
Estimated Price (for each Item) = Qty x Unit Price (for each item)						
LS = Lump Sum						

All specific allowances identified in Section 01210 are included in the price set forth above and have been computed in accordance with Paragraph 13.02 of the General Conditions.

#### ARTICLE 6 – TIME OF COMPLETION

- 6.01 Proposer agrees that the Milestone(s) are to be achieved and the Work will be substantially completed and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Proposer accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

#### ARTICLE 7 – ATTACHMENTS TO THIS PROPOSAL

- 7.01 The following documents are attached to and made a condition of this Proposal:
- A. Required Proposal security in the form of Bid Bond  
(Certified Check or Bid Bond)  
in the amount of Five (5) Percent of Maximum Bid  
(Dollars or Percent of Total Proposal Price).
- B. List of proposed Subcontractors having a direct contract with the Contractor. The Subcontractor listing is included at the end of this Proposal Form.

#### ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Proposal with initial capital letters have the meanings stated in the Instructions to Proposers, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – PROPOSAL SUBMITTAL

SUBMITTED ON July 1, 2015.

State Contractor License No. 6210. (If applicable)

If Proposer is:

An Individual

Name (typed or printed): N/A

By: \_\_\_\_\_ (SEAL)  
(Individual's signature)

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

A Partnership

Partnership Name: N/A (SEAL)

By: \_\_\_\_\_  
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

A Corporation

Corporation Name: J. F. Ahern Co. (SEAL)

State of Incorporation: Wisconsin

Type (General Business, Professional Service, Limited Liability): Mechanical Contractor

By: James R. Jarvis  
(Signature – attach evidence of authority to sign)

Name (typed or printed): James R. Jarvis

Title: Exec. Vice Pres. (CORPORATE SEAL)

Attest: Shawn M. Anhalt  
Shawn M. Anhalt (Signature of Corporate Secretary) Assistant Secretary

Business Address: 855 Morris Street, Fond du Lac, WI 54935

Phone No: 920-921-9020 FAX No.: 920-921-8632

Date of Authorization to do business is July 1880

**CERTIFICATE**

State of Wisconsin        )  
  )  
County of Fond du Lac    )

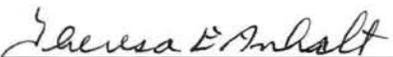
Krista Ebbens, being duly sworn, deposes and says that she is the Corporate Secretary of J. F. Ahern Co., a corporation organized and existing under the laws of the State of Wisconsin and having its principal place of business at 855 Morris Street, City of Fond du Lac, State of Wisconsin; that she has custody of the books of the corporation and that following is a true and correct excerpt of a resolution adopted by the Board of Directors of the Corporation on May 29, 2015 and that the following resolution is still in force and effect:

Be It Resolved, that John E. Ahern, Chairman, John E. Ahern, III, President, Anthony J. Ahern, Executive Vice President, Jace T. Hierlmeier, Executive Vice President, Robert J. Fischer, Executive Vice President, James R. Jarvis, Executive Vice President, Adam J. Wunderlin, CFO, Krista J. Ebbens, General Counsel/Corporate Secretary, and Shawn M. Anhalt, Assistant Secretary are hereby authorized to sign lien waivers, bids and contracts for and on behalf of J. F. Ahern Co.

Witness my hand and seal of the Corporation this   1st   day of   July  , 20 15

  
\_\_\_\_\_  
Corporate Secretary

Sworn to before me this  
  1st   day of   July  , 20 15

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

My commission expires: Aug. 10, 2018



A Joint Venture

Name of Joint Venture: \_\_\_\_\_ N/A \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Phone and FAX Number, and Address for receipt of official communications:

\_\_\_\_\_  
\_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

## SUBCONTRACTOR LISTING

The following is a listing of proposed Subcontractors having a direct contract with the Contractor.

1. Pieper Electric
2. Howard Grote & Sons Painters
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.

### BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address): J. F. Ahern Co.  
855 Morris Street  
Fond du Lac, WI 54935

SURETY (Name, and Address of Principal Place of Business): Continental Casualty Company  
333 S. Wabash Avenue  
Chicago, IL 60604

OWNER (Name and Address): City of Whitewater  
312 W. Whitewater Street  
Whitewater, WI 53190

**BID**

Bid Due Date: 7-1-15  
Description (Project Name— Include Location): Primary Clarifier Rehabilitation  
Whitewater, WI

**BOND**

Bond Number: FWW150098  
Date: 7-1-15  
Penal sum Five (5) Percent of Maximum Bid § 5% of Maximum Bid  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

J. F. Ahern Co. (Seal)

Bidder's Name and Corporate Seal

By:

James R. Jarvis  
Signature

James R. Jarvis

Print Name

Exec. Vice Pres.

Title

Attest:

Theresa E. Anhalt  
Signature Theresa E. Anhalt

Title Bids & Contracts Admin.

**SURETY**

Continental Casualty Company(Seal)

Surety's Name and Corporate Seal

By:

Pennie Hildebrandt  
Signature (Attach Power of Attorney)

Pennie Hildebrandt

Print Name

Attorney-in-Fact

Title

Attest:

Deborah A. Hesebeck  
Signature Deborah A. Hesebeck

Title Exec. Admin. Asst.

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Pennie Hildebrandt, Scott G Smeaton, Michael J Hierl, Cathleen C Christensen, Lisa D Mueller-Olson, Individually

of Fond Du Lac, WI, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 11th day of August, 2014.

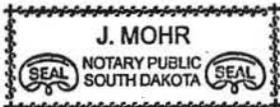


Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*Paul T. Bruflat*  
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 11th day of August, 2014, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2015

*J Mohr*  
J. Mohr Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 1st day of July, 2015.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*D Bult*  
D. Bult Assistant Secretary

## Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

**NOTICE OF AWARD**

DATED: \_\_\_\_\_

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACT:

City of Whitewater  
Primary Clarifier Rehabilitation  
Whitewater, Wisconsin

---

You are notified that your Proposal dated \_\_\_\_\_ for the above Contract has been considered. You are the apparent Successful Proposer and have been awarded a Contract for providing the total Work of the Contract.

The Contract Price of your Contract is \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

Three copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award, that is by \_\_\_\_\_.

1. Deliver to the Owner three fully executed counterparts of the Contract Documents. Each of the Contract Documents must bear your signature on the appropriate page of the Agreement.
2. Deliver with the executed Contract Documents the Contract security (Bonds) as specified in the Instructions to Proposers (Article 20) and General Conditions (Article 6).
3. Deliver with the executed Contract Documents the certificates of insurance (with a copy to each additional insured) which you are required to purchase and maintain in accordance with the Contract Documents as specified in the General Conditions (paragraph 2.01.B).

Failure to comply with these conditions within the time specified will entitle Owner to consider your Proposal in default, to annul this Notice of Award, and to declare your Proposal security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Whitewater, Wisconsin  
\_\_\_\_\_  
(OWNER)

\_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(TITLE)

Copy: Engineer

## AGREEMENT



## AGREEMENT

THIS AGREEMENT is by and between \_\_\_\_\_

\_\_\_\_\_ (hereinafter called Owner)

and \_\_\_\_\_

\_\_\_\_\_ (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Rehabilitating the primary clarifier mechanisms for two 70 ft diameter primary clarifiers by adjusting weir elevations, center column, stilling well, scum beaches, scum skimmers, leveling scraper arms, replacing sealants, and overhauling the drive mechanisms.

### ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

City of Whitewater

Primary Clarifier Rehabilitation

Whitewater, Wisconsin

### ARTICLE 3 – ENGINEER AND DESIGNER

- 3.01 The Owner will assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents. The Project has been designed by Donohue & Associates, who is hereinafter called Designer, will consult with, advise, and assist the Owner in connection with the completion of the Work in accordance with the Contract Documents.

### ARTICLE 4 – CONTRACT TIMES

- 4.01 Time of Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 4.02 Dates for Substantial Completion and Final Payment

A. The Work will be substantially completed on or before September 25, 2015, and completed and ready for final payment in accordance with Article 15 of the General Conditions on or before October 16, 2015.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed and Milestones not achieved within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding that actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty).
1. Substantial Completion: Contractor shall pay Owner \$300 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
  2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$300 for each day that expires after such time until the Work is completed and ready for final payment.
  3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
  4. Milestones: Contractor shall pay Owner \$300 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestones, until Milestones are achieved.

**ARTICLE 5 – CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated the following schedule for Unit Price Work:

UNIT PRICE SCHEDULE						
No.	Section	Item	Qty	Unit	Proposal Unit Price	Proposal Price
1	All Sections	All Work Except For Items No. 2	1	LS	\$ _____ per LS	\$ _____
2	01210	Clarifier Drive Manufacturer Services	1	LS	\$ <u>30,000</u> per LS	\$ <u>30,000</u>
TOTAL OF ALL PROPOSAL PRICES (Sum of Proposal Price for Each Item)						\$ _____ (figures)

**UNIT PRICE SCHEDULE**

No.	Section	Item	Qty	Unit	Proposal Unit Price	Proposal Price
						Dollars
						(words)
Qty = Estimated Quantity						
Estimated Price (for each Item) = Qty x Unit Price (for each item)						
LS = Lump Sum						

All specific allowances identified in Section 01210 are included in the price set forth above and have been computed in accordance with Paragraph 13.02 of the General Conditions.

**ARTICLE 6 – PAYMENT PROCEDURES**

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
- B. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Article 15 of the General Conditions:
  - 1. 95% of Work completed (with the balance being retainage). If the Work has been 50% completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the remaining progress payments will be in an amount equal to 100% of the Work completed less the aggregate of previous retainage and payments previously made. At 50% completion, or any time thereafter, when the character and progress of the Work is not satisfactory, additional amounts may be retained, but in no event shall the total retainage be more than 10% of the value of the Work completed.

- C. Upon Substantial Completion, the amount of retainage may be reduced. Upon Substantial Completion, Owner may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed or corrected.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Article 15 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Article 15.

**ARTICLE 7 – INTEREST**

- 7.01 All amounts not paid when due as provided in Article 15 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the project.

**ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has considered and correlated the information known to the Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; an all examinations, investigations, explorations, tests, studies, and data with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- E. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

- I. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 Contents

- A. The Contract Documents consist of the following:
  1. This Agreement (pages 00520-1 to 8, inclusive);
  2. Performance Bond (pages 00610-1 to 00610-2, inclusive);
  3. Payment Bond (pages 00615(A)-1 to 00615(A)-3, inclusive);
  4. General Conditions (pages 00700-1 to 00700-65, inclusive);
  5. Supplementary Conditions (pages 00800-1 to 00800-15 , inclusive);
  6. Specifications as listed in the table of contents of the Project Manual;
  7. Drawings, consisting of sheets numbered 1 through 2, inclusive, with each sheet bearing the following general title: City of Whitewater, Primary Clarifier Rehabilitation, Whitewater, Wisconsin;
  8. Addenda (numbers 1 to \_\_\_\_, inclusive);
  9. Exhibits to this Agreement (enumerated as follows):
    - a. List of proposed Subcontractors having a direct contract with the Contractor from the Subcontractor Listing included with the Contractor's Proposal (page 00411-7).
    - b. Exhibit D: Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_\_ to \_\_\_\_, inclusive);
  10. Documents in the Appendix;
  11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice to Proceed;
    - b. Change Orders;
    - c. Work Change Directives;
    - d. Field Orders;
    - e. Engineer's written interpretations and clarifications.
- B. The documents listed in Paragraph 9.01.A. are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## ARTICLE 10 – MISCELLANEOUS

### 10.01 Terms

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions and Supplementary Conditions.

### 10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### 10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### 10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

(Continued On Next Page)

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor.

This Agreement will be effective on \_\_\_\_\_, \_\_\_\_\_ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(typed name and title)

\_\_\_\_\_  
(typed name and title)

Attest \_\_\_\_\_  
(signature)

Attest \_\_\_\_\_  
(signature)

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License No. \_\_\_\_\_  
(where applicable)

Approved as to form and execution this

Agent for service of process: \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(attorney for Owner)

(If Contractor is a corporation or a partnership,  
attach evidence of authority to sign.)

Countersigned by:

\_\_\_\_\_  
Comptroller  
(or other designated official)

Designated Representative:

Designated Representative:

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_



*City of Whitewater Council Agenda Item Information Sheet*

MEETING DATE: 7/7/2015

ITEM: **Strand Task Order Approval – Center Street Reconstruction**

PRESENTER: **Assistant City Manager**

PREVIOUS ACTION, IF ANY: **This task order was presented to council on June 19, 2015, but it excluded the cost for design and bidding services associated with Boone Street and Boone Court improvements. The previous task order had a not-to-exceed fee of \$85,400 based on a cost for construction of \$1,250,000, which did not include contingencies and technical services.**

**SUMMARY OF ITEM BEING PRESENTED:**

**The project scope is summarized on the attached exhibit. The project includes complete street and utility construction on Center Street between Franklin Street and Summit Street and on Summit Street between Highland Street and Conger Street. The project may also include storm sewer replacement on Boone Street south of Center Street. On Boone Court, north of Center Street, there may be water/sewer main replacement and the installation of storm sewer/inlets.**

**A decision will need to be made early in the design process regarding street width and sidewalk replacement.**

**We would anticipate bidding this project in January 2016 with contract award in February/March 2016. This would allow work to start as early as April 1st, weather permitting.**

**Based on the project scope as we understand it, the project construction cost is expected to be approximately \$1,512,050, not including technical services and contingencies.**

**Strand Associates has provided staff with a Task Order for design and bidding services. This Task Order does not include construction-related services such as contract administration, construction staking, and construction observation services. The scope of services is attached for your review.**

**BUDGET IMPACT, IF ANY**

**Strand Associates will be compensated on an hourly rate basis plus expenses at a not-to-exceed fee of \$97,000. The estimated cost for construction is \$1,512,050, which does not include contingencies and technical services.**

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

**STAFF RECOMMENDATION: Staff recommends approving Task Order No. 15-04**

**RECOMMENDED MOTION: To approve Task Order No. 15-04 for design and bidding services from Strand Associates for the reconstruction of Center Street between Summit Street and Franklin Street, on Summit Street between Highland Street and Conger Street, on Boone Court, and the installation of new storm sewer on Boone Street between Center Street and High Street.**

**ATTACHMENT(S) INCLUDED (If none, please state that) Task Order No. No. 15-04, Project Scope Exhibit**

FOR MORE INFORMATION CONTACT:

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

Task Order No. 15-04  
City of Whitewater, Wisconsin (OWNER)  
and Strand Associates, Inc.<sup>90</sup> (ENGINEER)  
Pursuant to Technical Services Agreement dated February 8, 2012

**Project Information**

Project Name: Center Street Reconstruction

Project Description: Street and utility reconstruction on Center Street between Summit Street and Franklin Street, Summit Street between High Street and Conger Street, and on Boone Street/Boone Court between High Street and the north end.

Services Description: Design services and bidding-related services for the project.

**Scope of Services**

ENGINEER will provide the following services to OWNER:

1. Conduct a topographic survey of the project area to locate existing features, utilities, and property irons in the project corridor.
2. Design new sanitary sewer, water main, and storm sewer and show on plan and profile drawings.
3. Design new street and prepare plan and profile drawings and cross sections for street, curb and gutter, and sidewalk construction.
4. Meet with OWNER to present the preliminary engineering concepts and solicit input.
5. Assist OWNER with communication with utility companies regarding relocation or modification of existing utility infrastructure in the project corridor.
6. Assist OWNER with easement and right-of-way acquisition for the project. Provide field survey and prepare legal descriptions and exhibits for up to two parcels. It is anticipated that OWNER will provide current title reports for affected properties.
7. Prepare construction staging and detour/access drawings for the project.
8. Submit erosion control permit to the Wisconsin Department of Natural Resources (WDNR) for approval.
9. Submit final drawings, specifications, sanitary sewer extension forms, and water main extension forms to the WDNR for approval.
10. Conduct up to two public information meetings to discuss the project.
11. Prepare bidding documents using Engineers Joint Contract Documents Committee C-700 Standard General Conditions of the Construction Contract, 2007 edition, technical specifications, and engineering drawings.

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NORTH, NO SCALE

Conger Street

Highland Street

Summit Street

Cottage Street

Prairie Street

Center Street

High Street

Boone Court

Boone Street

Franklin Street

Scope of Complete Street and Utility Reconstruction

Storm sewer extension on Boone Court included in project scope

Storm sewer extension on Center Street between Prairie Street and Cottage Street included in project scope

Storm Sewer Replacement on Boone Street between Center Street and High Street included in project scope

**CENTER STREET RECONSTRUCTION - CITY OF WHITEWATER**