

**CITY OF WHITEWATER
COMMON COUNCIL AGENDA**
Common Council Meeting
Tuesday, November 3, 2015 - 6:30 p.m.
City of Whitewater Municipal Building
312 W. Whitewater St., Whitewater, WI 53190

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

CONSENT AGENDA:

CA-A	Approval of Council Minutes of 10/20/2015.	P. 3
CA-B	Approval of Payment of City Invoices processed through 10/28/2015.	P. 10
CA-C	Acknowledgement of Receipt and Filing of the Following: *Parks and Recreation Board Minutes of 9/21/2015. *Whitewater Police Department Consolidated Monthly Report August 2015. *Whitewater Police Department Consolidated Monthly Report September 2015.	P. 15 P. 18 P. 25
CA-D	Expedited Approval of the Following Items, per City Staff Recommendation: O-1, O-2, O-3, C-1	

STAFF REPORTS: None.

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

RESOLUTIONS: None.

ORDINANCES – First Reading: None.

ORDINANCES – Second Reading

*O-1	Amending Chapter 2, Board of Review, reducing minimum number of hours to meet those required by State Law.	P. 32
*O-2	Amending Chapter 7.72 Firearms and Weapons, of the Whitewater Municipal Code. Ordinance Establishing Bow Hunting Regulations in the City. (City Attorney Request)	P. 33
*O-3	Adopting Chapter 14.14 entitled “Alarm Systems and Users.” (Finance Dept. Request).	P. 35

CONSIDERATIONS:

*C-1	Authorization to sell unused ambulance. (Rescue Squad Request).	P. 36
C-2	Discussion and direction regarding Withdrawal from the Local Government Property Insurance Fund	P. 41
C-3	Discussion and possible approval of Development Agreement with DP Electronic	P. 42

	Recycling. (City Manager Request)	
C-4	<p><u>2016 BUDGET PRESENTATIONS:</u></p> <p><u>Items Postponed from 10/27/2015 Special Meeting brought back at request of Common Council:</u></p> <p>Downtown Whitewater Presentation Capital Improvement Plan Discussion Emergency Government (Preparedness) Water Utility 3% Simplified Rate Increase</p> <p><u>FIRE/RESCUE</u> Fire - (52200) Crash Crew - (52210) Rescue Squad - (52300) Rescue Squad Equip/Education (810)</p> <p><u>CABLE TV (200)</u></p> <p><u>NEIGHBORHOOD SERVICES/PLANNING</u> Neighborhood Services/Planning - (52400)</p> <p>CDA - Operating-FD 900</p> <p><u>TID Budgets</u> TID #4-Revenue and Expense (440) TID #5-Revenue and Expense (445) TID #6-Revenue and Expense (446) TID #7-Revenue and Expense (447) TID #8-Revenue and Expense (448) TID #9-Revenue and Expense (449)</p>	n/a
C-5	Councilmember Requests for Future Agenda Items.	n/a
C-6	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.**

October 20, 2015

The regular meeting of the Common Council was called to order at 6:30 p.m. by Council President Singer. MEMBERS PRESENT: Wellnitz, Langnes, Grady, Binnie, Abbott, Singer, Kidd. MEMBERS ABSENT: None. LEGAL COUNSEL PRESENT; McDonell.

It was moved by Binnie and seconded by Grady to approve the Council Minutes of 8/18/15, 9/1/15, 9/15/15, and 10/6/15; and to acknowledge receipt and filing of the following: Report of Manually-Issued Checks for September, 2015 and the Financial Reports for September, 2015. AYES: Wellnitz, Langnes, Grady, Binnie, Abbott, Singer, Kidd. NOES: None. ABSENT: None.

PAYMENT OF INVOICES. It was moved by Binnie and seconded by Abbott to approve payment of city invoices in the total sum of \$122,479.35. AYES: Wellnitz, Langnes, Grady, Binnie, Singer, Kidd, Abbott. NOES: None. ABSENT: None.

STAFF REPORTS: City Manager Clapper read a Proclamation recognizing the National Friends of the Library Week. An update was given on Innovation Center activity and occupants.

CITIZEN COMMENTS: Greater Whitewater Committee President Jeff Knight reported that the annual race had 716 participants, 430 volunteers and 82+ sponsors. Although all numbers are not yet in, it is anticipated that profits are close to last year's levels, and five charities will be receiving donations. Resident Jan Bilgen requested that the Common Council take into consideration the 2000+ signatures recently placed on a Petition asking that trees on the property located at 1014 W. Main be saved, and take guidance from that petition and consider regulations to save trees.

RESOLUTION APPROVING TRANSPORTATION PLAT – STATE HIGHWAY 59.

RESOLUTION

A Resolution and Relocation Order for the Laying Out, Improving, Extending and Acquiring Rights-Of-Way for Highway 59, from Newcomb Street to Sunrise Lane.

WHEREAS, the City of Whitewater has determined that it is necessary to undertake a public improvement project consisting of laying out, improving, extending and acquiring public rights-of-way along Highway 59, from Newcomb Street to Sunrise Lane, and

WHEREAS, the City of Whitewater Common Council now wants to proceed with this project by adopting a relocation order in accordance with Wisconsin Statutes, section 32.05 (1) (a) and approving the plans for this project in accordance with Wisconsin Statutes.

NOW, THEREFORE BE IT RESOLVED by the Common Council of the City of Whitewater that approval is hereby granted for the undertaking of the public improvement project consisting of laying out, improving, extending and acquiring public rights-of-way along Highway 59, from Newcomb Street to Sunrise Lane and this project is deemed to be necessary, and

BE IT FURTHER RESOLVED that this Resolution is:

A Resolution of necessity in accordance with Wisconsin Statutes, section 32.07(2);

A Relocation Order in accordance with Wisconsin Statutes, section 32.05 (1) (a);
Authorization for the project in accordance with Wisconsin Statutes, section 84.095(4)(a)1, and
BE IT FURTHER RESOLVED that approval is hereby granted for the design of this project as
set forth in Transportation Project Plat 3110-02-21, a copy of which is annexed to this
Resolution, and

BE IT FURTHER RESOLVED that it will be necessary for the City to acquire interests in
privately-owned real estate in order to carry out this project and the City staff is hereby
authorized and directed to undertake title acquisition procedures for the acquisition of the real
estate needed for this project, including condemnation, if necessary, in accordance with the
procedures set forth in Wisconsin Statutes, section 32.05 and such real estate shall be acquired in
the name of the City of Whitewater, and

BE IT FURTHER RESOLVED that this Resolution shall be effective immediately upon its
passage and publication.

Resolution introduced by Councilmember Binnie, who moved its adoption. Seconded by
Councilmember Grady. AYES: Wellnitz, Langnes, Grady, Binnie, Singer, Kidd, Abbott.
NOES: None. ABSENT: None. ADOPTED: October 20, 2015.

Cameron L. Clapper, City Manager

Michele R. Smith, City Clerk

**FIRST READING OF ORDINANCE AMENDING CHAPTER 2.60, BOARD OF
REVIEW.**

**ORDINANCE AMENDING SECTION 2.60.020
OF CHAPTER 2.60 OF
THE WHITEWATER MUNICIPAL CODE
CHANGING THE FIRST BOARD OF REVIEW MEETING HOURS
FROM FOUR HOURS TO TWO HOURS**

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

SECTION 1.

Section 2.60.020 of Chapter 2.60, Board of Review of the Whitewater Municipal Code is
hereby amended to read as follows:

2.60.020 – Sessions.

Pursuant to Wis. Stats. §70.47(3)(b) and any amendments thereto to §70.47(3)(b), the city
does elect to permit itself the right to hold its first meeting for as few as two hours between
eight a.m. and midnight. This change in time shall not become effective unless notice
therefor is published in the official city newspaper at least ten days before the first meeting.

Ordinance introduced by Councilmember Binnie, who moves its adoption. Seconded by Councilmember Abbott. AYES: Wellnitz, Langnes, Grady, Binnie, Singer, Kidd, Abbott. NOES: None. ABSENT: None. FIRST READING APPROVED: October 20, 2015.

Cameron L. Clapper, City Manager

Michele R. Smith, City Clerk

FIRST READING OF ORDINANCE AMENDING CHAPTER 7.72, FIREARMS AND WEAPONS.

ORDINANCE AMENDING CHAPTER 7.72 FIREARMS AND WEAPONS OF THE WHITEWATER MUNICIPAL CODE.

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

SECTION 1: Section 7.72.020 of Chapter 7.72, of the Whitewater Municipal Code is hereby amended to read as follows:

7.72.020 Concealed weapons.

No person shall go about the city armed with any concealed weapon unless they have the proper license to carry a concealed weapon or are otherwise authorized by law to carry a concealed weapon. This regulation shall not apply to any policeman or other officer properly authorized to be so armed.

SECTION 2. Section 7.72.040 of Chapter 7.72, of the Whitewater Municipal Code is hereby amended to read as follows:

7.72.040 – Safe use and transportation of firearms and bows

The provisions of Section 167.31 of the Wisconsin Statutes, and all acts amendatory thereof, are adopted as a portion of this chapter.

SECTION 3: Section 7.72.041 of Chapter 7.72, of the Whitewater Municipal Code is hereby created to read as follows:

7.72.041 Bow hunting.

Hunting with a bow or crossbow is permitted on privately owned land. No bow hunting is allowed within 100 yards of any building located on another person's land (unless permission is granted by the other person). In this section "building" means a permanent structure used for human occupancy and includes a manufactured home, as defined by Wisconsin Statutes 101.91(2). A bow or crossbow must be discharged toward the ground.

Ordinance introduced by Councilmember Binnie, who moved its adoption. Seconded by Councilmember Abbott. AYES: Wellnitz, Langnes, Grady, Binnie, Singer, Kidd, Abbott. NOES: None. ABSENT: None. FIRST READING APPROVED: October 20, 2015.

Cameron L. Clapper, City Manager

Michele R. Smith, City Clerk

BETHEL HOUSE FUNDING CAMPAIGN. Jim Winship presented information regarding the creation and mission of Bethel House, an ecumenical partnership to provide shelter and education for homeless families. The organization needs to purchase additional housing, and is beginning a funding campaign in an effort to raise money for real estate purchases.

CENTER STREET / SUMMIT STREET / BOONE COURT RECONSTRUCTION. Assistant City Manager McDonell reported on the upcoming Center Street / Summit Street / Boone Court reconstruction project.

RELOCATION ORDER FOR THE CUL-DE-SAC ON BOONE COURT.

RESOLUTION

A Resolution and Relocation Order for the Laying Out, Improving, Extending and Acquiring Rights-Of-Way for Boone Court and Boon Street.

WHEREAS, the City of Whitewater has determined that it is necessary to undertake a public improvement project consisting of laying out, improving, extending and acquiring public rights-of-way for Boone Court and Boon Street, and

WHEREAS, the City of Whitewater Common Council now wants to proceed with this project by adopting a relocation order in accordance with Wisconsin Statutes, section 32.05 (1) (a) and approving the plans for this project in accordance with Wisconsin Statutes.

NOW, THEREFORE BE IT RESOLVED by the Common Council of the City of Whitewater that approval is hereby granted for the undertaking of the public improvement project consisting of laying out, improving, extending and acquiring public rights-of-way for Boone Court and Boon Street and this project is deemed to be necessary, and

BE IT FURTHER RESOLVED that this Resolution is:

A Resolution of necessity in accordance with Wisconsin Statutes, section 32.07(2);

A Relocation Order in accordance with Wisconsin Statutes, section 32.05 (1) (a);

BE IT FURTHER RESOLVED that approval is hereby granted for the design of this project as set forth in the plans, a copy of which are annexed to this Resolution, and

BE IT FURTHER RESOLVED that it will be necessary for the City to acquire interests in privately-owned real estate in order to carry out this project and the City staff and the City Attorney are hereby authorized and directed to undertake title acquisition procedures for the acquisition of the real estate needed for this project, including condemnation, if necessary, in accordance with the procedures set forth in Wisconsin Statutes, section 32.05 and such real estate shall be acquired in the name of the City of Whitewater, and

BE IT FURTHER RESOLVED that this Resolution shall be effective immediately upon its passage and publication.

Resolution introduced by Councilmember Binnie. Seconded by Councilmember Abbott. Wellnitz, Langnes, Grady, Binnie, Singer, Kidd, Abbott. NOES: None. ABSENT: None. FIRST READING APPROVED: October 20, 2015.

Cameron L. Clapper, City Manager

Michele R. Smith, City Clerk

IMPLEMENTS OF HUSBANDRY. Streets Superintendent Nass indicated that pursuant to Wisconsin Act 377, several changes to the way agricultural vehicles may operate on State and

Local Roads were made. Streets Superintendent Nass indicated that there are very few vehicles which would require permitting. Adoption of Option F, which allows no-cost permitting, would be the best option, also allowing the City to better direct where these vehicles could operate on the City streets. It was moved by Binnie and seconded by Abbott to adopt Option F relating to Implements of Husbandry. AYES: Wellnitz, Langnes, Grady, Binnie, Abbott, Singer, Kidd. NOES: None. ASBSENT: None.

S.L. MACWILLIAMS COMPANY AND ATTORNEY BEN SOUTHWICK. It will be necessary to retain Attorney Ben Southwick to assist with eminent domain proceedings with regard to the Boone Court acquisitions. It was moved by Binnie and seconded by Abbott to approve an agreement with S.L. MacWilliams Company and Attorney Ben Southwick for the acquisitions required for the Boone Court project. AYES: Wellnitz, Langnes, Grady, Binnie, Abbott, Singer, Kidd. NOES: None. ABSENT: None.

AMBULANCE CONTRACTS WITH TOWNSHIPS. It was moved by Binnie and seconded by Abbott to approve one-year ambulance service contracts with the Towns of Whitewater, Richmond, Lima, Koshkonong, Johnstown and Cold Spring. AYES: Wellnitz, Langnes, Grady, Binnie, Abbott, Singer, Kidd. NOES: None. ABSENT: None.

FIRST ST. STREET CLOSURE FOR TRICK OR TREAT ON THE TRIANGLE. It was moved by Binnie and seconded by Abbott to approve the closure of First Street, from Main to North, on 10/31/15 to allow for the Trick or Treat the Triangle event. AYES: Wellnitz, Langnes, Grady, Binnie, Abbott, Singer, Kidd. NOES: None. ABSENT: None.

2016 BUDGET PRESENTATIONS: City Manager Clapper presented detailed information regarding proposed 2016 Budgets. Information regarding General Fund Revenues, Debt Service, and Transfers was presented. Also presented were requests for the Administration budgets (Legislative Support, Contingencies, Court, Legal and General Administration); Innovation Center Operations; Library Special Revenue Funds, Public Works (Public Administration, Shop/Fleet Operations; Street Maintenance; Snow and Ice, and Street Lights). During presentation of the Snow and Ice Budget, it was noted that the City is pre-treating streets now, in an effort to improve efficiency and keep costs low. The Wastewater Utility Budget, as well as the Parks and Recreation – Facility Maintenance were presented. (Facility Maintenance, Young Library Facility, Parks Administration, Parks Maintenance, Recreation Administration, Parks and Recreation Special Revenue Fund. Senior Citizens Program, Community Events, Community Based Co-op Projects, Innovation Center – Facility Operations, Parkland Acquisition Fund, Parkland Development Fund and Forestry Fund.

REQUEST FOR FUTURE AGENDA ITEMS. Councilmember Abbott indicated that the ordinance relating to impervious surfaces should be brought before the December 1st meeting and that a discussion regarding elimination of parking on one side of Ann Street should be brought forth.

EXECUTIVE SESSION. It was moved by Singer and seconded by Abbott to Adjourn to Closed Session, **TO RECONVENE IN APPROXIMATELY 20 MINUTES**, 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 Development Agreement with DP Electronic Recycling, Inc. and discussion regarding necessity of Discontinuing Street. AYES: Wellnitz, Langnes, Grady, Binnie, Abbott, Singer, Kidd. NOES: None. ABSENT: None. The regular portion of the meeting adjourned at 7:50 p.m.

RECONVENE INTO OPEN SESSION. The Common Council reconvened into open session at 8:25 p.m.

RESOLUTION DISCONTINUING EAST MAIN COURT. In order for the development of the DP Electronic facility to occur, it will be necessary to discontinue East Main Court, located just east of the Provisur facility at 113 E. Main Street.

RESOLUTION DISCONTINUING EAST MAIN COURT

WHEREAS, East Main Court is a roadway in the City of Whitewater, and

WHEREAS, East Main Court is adjacent to Lot 1 of Certified Survey Map 4442, and

WHEREAS, the City intends to sell Lot 1 of Certified Survey Map 4442 to a developer who has requested that the City discontinue East Main Court to facilitate a substantial commercial development in the City of Whitewater, and

WHEREAS, discontinuance of East Main Court will facilitate economic development in the City of Whitewater, and

WHEREAS, discontinuing East Main Court is in the City of Whitewater's best interest, and the public's best interest requires the discontinuance of East Main Court.

Now therefore, BE IT RESOLVED as follows:

1. East Main Court in the City of Whitewater, as more particularly described in the legal description and shown on the attached map is hereby discontinued.
2. The official map of the City of Whitewater is hereby amended to show the discontinuance of East Main Court.
3. The discontinued East Main Court property shall be attached to and become a part of Lot 1 of City of Whitewater, Walworth County, Certified Survey map Number 4442 recorded October 5, 2012 in Volume 29 of C.S.M.'s pages 30-33 as Document Number 848249.
4. All utility easements and any easement for existing utilities are being retained by the City of Whitewater.

Resolution introduced by Councilmember Binnie, who moved its adoption. Seconded by Councilmember Abbott. AYES: Wellnitz, Langnes, Grady, Binnie, Abbott, Singer, Kidd. NOES: None. ABSENT: None. Dated: October 20, 2015.

Cameron L. Clapper, City Manager

Michele R. Smith, City Clerk

DP ELECTRONIC DEVELOPMENT AGREEMENT. It was noted that a Development Agreement between the City and DP Electronics will be forthcoming for formal approval. DP would develop a facility just east of Provisur at 113 E. Main Street which will recycle computer screen materials. Further information will be coming.

ADJOURNMENT. It was moved by Abbott and seconded by Binnie to adjourn the meeting. Motion carried by unanimous vote. The meeting adjourned at 8:30 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
AIRWAY SALES INC						
641	AIRWAY SALES INC	22982	GEN BLDG/FILTERS	10/21/2015	486.80	100-51600-244
Total AIRWAY SALES INC:					486.80	
ARBOR DAY FOUNDATION						
7679	ARBOR DAY FOUNDATION	7679-102115	PARKS/TREE CITY USA CONTR	10/21/2015	10.00	100-53270-211
Total ARBOR DAY FOUNDATION:					10.00	
BALL, RICHARD						
1033	BALL, RICHARD	37033	INNOVATION CTR/MATS & TOW	10/21/2015	133.40	920-56500-250
1033	BALL, RICHARD	37049	WASTEWATER/SHOP TOWELS	10/21/2015	93.35	620-62840-340
Total BALL, RICHARD:					226.75	
BROWN CAB SERVICE INC						
47	BROWN CAB SERVICE INC	1247	CAB SVC/SEPT 2015	10/21/2015	11,391.20	235-51350-295
Total BROWN CAB SERVICE INC:					11,391.20	
CORPORATE BUSINESS SYSTEMS						
7019	CORPORATE BUSINESS SYSTE	17649035	GEN ADMN/COPIER	10/21/2015	133.84	100-51450-244
7019	CORPORATE BUSINESS SYSTE	17649035	FINANCE/COPIER	10/21/2015	138.62	100-51450-244
7019	CORPORATE BUSINESS SYSTE	17649035	DPW & NEIGHBORHOOD SVC/C	10/21/2015	138.62	100-51450-244
7019	CORPORATE BUSINESS SYSTE	17649035	POLICE/COPIER	10/21/2015	138.62	100-51450-244
7019	CORPORATE BUSINESS SYSTE	17649035	LIBRARY/COPIER	10/21/2015	253.34	220-55110-310
7019	CORPORATE BUSINESS SYSTE	17649035	LIBRARY/POSTSCRIPT KITS	10/21/2015	29.61	220-55110-310
Total CORPORATE BUSINESS SYSTEMS:					832.65	
DEPT OF UTILITIES						
1	DEPT OF UTILITIES	1-102115	WATER/330 N FREMONT	10/21/2015	325.64	610-61936-820
1	DEPT OF UTILITIES	SEPT 2015	WATER/WATER UTILITIES	10/21/2015	47.50	610-61935-220
1	DEPT OF UTILITIES	SEPT 2015	WASTEWATER/STORMWATER	10/21/2015	131.29	620-62860-220
1	DEPT OF UTILITIES	SEPT 2015	STORMWATER/JAMES & BLUFF	10/21/2015	20.65	630-63440-350
1	DEPT OF UTILITIES	SEPT 2015	PARKS/WATER UTILITIES	10/21/2015	713.14	100-53270-221
1	DEPT OF UTILITIES	SEPT 2015	PARKING LOTS/WATER UTILITI	10/21/2015	225.98	208-51920-650
1	DEPT OF UTILITIES	SEPT 2015	LIBRARY/WATER UTILITIES	10/21/2015	224.68	100-55111-221
1	DEPT OF UTILITIES	SEPT 2015	LIBRARY/RENTAL WATER UTILI	10/21/2015	86.61	220-55110-227
1	DEPT OF UTILITIES	SEPT 2015	INNOVATION CTR/WATER UTILI	10/21/2015	406.02	920-56500-221
1	DEPT OF UTILITIES	SEPT 2015	CITY & PARKS/WATER UTILITIE	10/21/2015	1,452.65	100-51600-221
1	DEPT OF UTILITIES	SEPT 2015	STREET/WATER UTILITIES	10/21/2015	255.37	100-53230-221
Total DEPT OF UTILITIES:					3,889.53	
FIDELITY LAND TITLE						
1131	FIDELITY LAND TITLE	50101	WATER/WUP356 EASEMENT	10/21/2015	75.00	610-61923-210
1131	FIDELITY LAND TITLE	50101	WASTEWATER/WUP356 EASEM	10/21/2015	75.00	620-62820-219
1131	FIDELITY LAND TITLE	50101B	WATER/WUP159 EASEMENT	10/21/2015	75.00	610-61923-210
1131	FIDELITY LAND TITLE	50101B	WASTEWATER/WUP159 EASEM	10/21/2015	75.00	620-62820-219
1131	FIDELITY LAND TITLE	50101C	WATER/WUP160B EASEMENT	10/21/2015	75.00	610-61923-210
1131	FIDELITY LAND TITLE	50101C	WASTEWATER/WUP 160B EAS	10/21/2015	75.00	620-62820-219

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
Total FIDELITY LAND TITLE:					450.00	
FIRE-RESCUE SUPPLY LLC						
3886	FIRE-RESCUE SUPPLY LLC	61139	CRASH CREW/SENSIT GAS	10/21/2015	599.95	100-52210-340
Total FIRE-RESCUE SUPPLY LLC:					599.95	
FLECK'S COMPLETE TRUCK & AUTO SVC						
7678	FLECK'S COMPLETE TRUCK &	7678-102115	STREET/#21 PAINT & CLEAN	10/21/2015	1,448.28	100-53230-354
Total FLECK'S COMPLETE TRUCK & AUTO SVC:					1,448.28	
FRAWLEY OIL CO INC						
133	FRAWLEY OIL CO INC	SEPT FUEL	FUEL/SEPT 2015	10/21/2015	4,712.45	100-16600
Total FRAWLEY OIL CO INC:					4,712.45	
GAPPA SECURITY SOLUTIONS LLC						
7653	GAPPA SECURITY SOLUTIONS	8236	GEN BLDG/CONTROL KEYS	10/21/2015	333.10	100-51600-245
7653	GAPPA SECURITY SOLUTIONS	8329	GEN BLDG/REKEY POLICE DEP	10/21/2015	678.00	100-51600-245
Total GAPPA SECURITY SOLUTIONS LLC:					1,011.10	
GMA PRINTING INC						
1920	GMA PRINTING INC	46164	FIRE/DEROSIER BUSINESS CA	10/21/2015	20.99	100-52200-340
Total GMA PRINTING INC:					20.99	
GREAT LAKES TV SEAL INC						
4752	GREAT LAKES TV SEAL INC	17157	WASTEWATER/MANHOLES	10/21/2015	6,330.50	620-62810-823
Total GREAT LAKES TV SEAL INC:					6,330.50	
GUS PIZZA PALACE LLC						
601	GUS PIZZA PALACE LLC	6119	FIRE/FOOD	10/21/2015	28.95	100-52200-325
Total GUS PIZZA PALACE LLC:					28.95	
HARRISON WILLIAMS MCDONNELL						
62	HARRISON WILLIAMS MCDONN	203987	LEGAL/GEORGE ST DOCUMEN	10/21/2015	30.00	100-51300-212
62	HARRISON WILLIAMS MCDONN	203987	LEGAL/COURT SUBPOENA SVC	10/21/2015	60.00	100-51300-214
Total HARRISON WILLIAMS MCDONNELL:					90.00	
JNT'S PARKSIDE MARINA LLC						
7686	JNT'S PARKSIDE MARINA LLC	10262	CRAVATH LAKE LAUNCH/RAMP	10/21/2015	5,000.00	245-56120-822
7686	JNT'S PARKSIDE MARINA LLC	10262	CRAVATH LAKE LAUNCH/RAMP	10/21/2015	4,495.05	450-57500-841
Total JNT'S PARKSIDE MARINA LLC:					9,495.05	
JOHNS DISPOSAL SERVICE INC						
42	JOHNS DISPOSAL SERVICE IN	44715	CITY/BULK	10/21/2015	4,239.54	230-53600-219
42	JOHNS DISPOSAL SERVICE IN	44715	CITY/RECYCLING	10/21/2015	6,621.01	230-53600-295
42	JOHNS DISPOSAL SERVICE IN	44715	CITY/REFUSE	10/21/2015	21,223.87	230-53600-219
42	JOHNS DISPOSAL SERVICE IN	44715	CITY/ELECTRONIC RECYCLING	10/21/2015	674.00	230-53600-219

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
Total JOHNS DISPOSAL SERVICE INC:					32,758.42	
KB SHARPENING SERVICES INC						
110	KB SHARPENING SERVICES IN	86711	STORMWATER/CHIPPER KNIVE	10/21/2015	24.00	630-63600-352
110	KB SHARPENING SERVICES IN	86768	STORMWATER/LAWN MOWER	10/21/2015	35.00	630-63600-352
110	KB SHARPENING SERVICES IN	86941	STORMWATER/BLADES	10/21/2015	52.00	630-63600-352
Total KB SHARPENING SERVICES INC:					111.00	
LANDMARK SERVICES COOPERATIVE						
6570	LANDMARK SERVICES COOPE	810012752	PARKS/PLUS KBC MIX	10/21/2015	2,300.00	100-53270-295
Total LANDMARK SERVICES COOPERATIVE:					2,300.00	
LINCOLN CONTRACTORS SUPP INC						
165	LINCOLN CONTRACTORS SUP	226866	STORMWATER/#53 WIRING HA	10/21/2015	188.31	630-63600-352
165	LINCOLN CONTRACTORS SUP	K10621	STORMWATER/HONDA WATER	10/21/2015	28.41	630-63600-352
165	LINCOLN CONTRACTORS SUP	K13925	STREET/HAMMERDRILL KIT & T	10/21/2015	668.00	100-53230-340
Total LINCOLN CONTRACTORS SUPP INC:					884.72	
MADISON TRUCK EQUIPMENT INC						
1461	MADISON TRUCK EQUIPMENT I	16390	STREET/REPLACE PLOW HOSE	10/21/2015	9,194.93	100-53320-353
1461	MADISON TRUCK EQUIPMENT I	16540	STREET/REAR WING PLATES	10/21/2015	1,200.00	100-53320-353
Total MADISON TRUCK EQUIPMENT INC:					10,394.93	
MIDSTATE EQUIPMENT-JANESVILLE						
1470	MIDSTATE EQUIPMENT-JANES	I01113	PARKS/#71 FAN	10/21/2015	344.34	100-53270-242
Total MIDSTATE EQUIPMENT-JANESVILLE:					344.34	
MILLS AUTOMOTIVE						
7456	MILLS AUTOMOTIVE	56145	N FRANKLIN ST/TOWING	10/21/2015	160.00	280-57500-820
Total MILLS AUTOMOTIVE:					160.00	
MILPORT ENTERPRISES INC						
1408	MILPORT ENTERPRISES INC	218916	WASTEWATER/PHOS REMOVA	10/21/2015	4,369.81	620-62840-341
Total MILPORT ENTERPRISES INC:					4,369.81	
NORTHLAND RECREATION LLC						
7685	NORTHLAND RECREATION LLC	445	COMM BLDG/WOOD FIBER	10/21/2015	10,138.84	245-56120-822
Total NORTHLAND RECREATION LLC:					10,138.84	
PETE'S TIRE SERVICE INC						
727	PETE'S TIRE SERVICE INC	71358	PARKS/#71 TIRE REPAIR	10/21/2015	45.00	100-53270-242
Total PETE'S TIRE SERVICE INC:					45.00	
PONTEL GARAGE DOOR & ANTENNA						
1872	PONTEL GARAGE DOOR & ANT	6964	STREET/SHOP DOOR REPAIR	10/21/2015	130.00	100-53230-340
Total PONTEL GARAGE DOOR & ANTENNA:					130.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
PUBLIC SERV COMM OF WI						
348	PUBLIC SERV COMM OF WI	RA16-I-06520	WATER/2015 ASSESSMENT	10/21/2015	1,534.64	610-61928-210
Total PUBLIC SERV COMM OF WI:					1,534.64	
QUALITY DOOR & HARDWARE INC						
5536	QUALITY DOOR & HARDWARE I	0717047-IN	GEN BLDG/AIR FILTER FOR PA	10/21/2015	116.00	100-51600-355
Total QUALITY DOOR & HARDWARE INC:					116.00	
S & H TRUCK SERVICE						
388	S & H TRUCK SERVICE	12367	FIRE/#1260 REPAIRS	10/21/2015	1,499.75	100-52200-241
388	S & H TRUCK SERVICE	12400	FIRE/#1220 REPAIRS	10/21/2015	134.14	100-52200-241
388	S & H TRUCK SERVICE	12424	FIRE/#1220 REPAIRS	10/21/2015	1,662.26	100-52200-241
Total S & H TRUCK SERVICE:					3,296.15	
SCHINDLER ELEVATOR CORP						
3030	SCHINDLER ELEVATOR CORP	5000099033	INNOVATION CTR/ELEVATOR R	10/21/2015	703.69	920-56500-250
Total SCHINDLER ELEVATOR CORP:					703.69	
SPRINGSTED INC						
7400	SPRINGSTED INC	2	LEGAL/EMPLOYEE CONSULTA	10/21/2015	11,792.65	100-51100-218
Total SPRINGSTED INC:					11,792.65	
TRI COUNTY COOLING & HEATING LLC						
5283	TRI COUNTY COOLING & HEATI	2188	GEN BLDG/READJUST DISPAT	10/21/2015	322.00	100-51600-244
Total TRI COUNTY COOLING & HEATING LLC:					322.00	
WELDERS SUPPLY CO BELOIT INC						
49	WELDERS SUPPLY CO BELOIT	354261	RESCUE/OXYGEN	10/21/2015	13.80	100-52300-340
Total WELDERS SUPPLY CO BELOIT INC:					13.80	
WERNER ELECTRIC SUPPLY CO						
1275	WERNER ELECTRIC SUPPLY C	S4514718.001	STREET/POLE HEAD FIXTURE	10/21/2015	1,287.50	100-53420-820
Total WERNER ELECTRIC SUPPLY CO:					1,287.50	
WI DEPT OF TRANSPORTATION						
1235	WI DEPT OF TRANSPORTATIO	3835-03-00/70	EATERS EDGE SOUTH/DOT TA	10/21/2015	353.05	466-57500-821
1156	WI DEPT OF TRANSPORTATIO	L38867	STREET/MAIN & WHITON SIGN	10/21/2015	398.61	100-53300-354
Total WI DEPT OF TRANSPORTATION:					751.66	
Grand Totals:					122,479.35	

Dated: _____ 10/14/2015 _____

Finance Director: _____ DOUG SAUBERT _____

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
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Report Criteria:

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

City of Whitewater
Parks and Recreation Board
Minutes
Monday, September 21, 2015 - 5:30 pm
Community Room – 1st Floor, Whitewater Municipal Building
312 W. Whitewater St. Whitewater, WI 53190

Call to Order and Roll Call

Rachel Deporter, Bruce Parker, Ken Kidd, Brandon Knedler, Jen Kaina, Kori Oberle and Nate Jaeger
(Arrived 5:55pm)

Absent: None

Staff: Matt Amundson, Michelle Dujardin

Guests: Tami Brodnicki, Kristine Zaballos

Consent Agenda:

Approval of Parks and Recreation Board minutes of July 14, 2015

No items to be removed from consent agenda. Kidd moved to accept the consent agenda. Second by DePorter. Ayes: Rachel Deporter, Jen Kaina, Bruce Parker, Ken Kidd, Brandon Knedler and Kori Oberle. Noes: None. Abstain: None. Absent: Nate Jaeger

Hearing of Citizen Comments:

No formal action will be taken during this meeting, although issues raised may become part of a future agenda. Participants are allotted a 3 minute speaking period. Specific items listed on the agenda may not be discussed at this time; however, citizens are invited to speak to those issues as designated in the agenda.

Kidd recognized the hard work and dedication put into the Discover Whitewater Half Marathon by Jen Kaina and Matt Amundson.

Staff Reports:

Recreation and Community Events Programmer – Afterschool Program Update

The Afterschool program is going fantastic and even diving into new adventures to include; working with LINC'S Garden and learning how to plant and create potpourri. Lakeview numbers were in the teens last year and have now exceeded 20 on a regular basis. Overall the program is doing great!

Parks & Recreation Director - Improvement Project Status Report

Cravath Boat Launch: The construction on the launch is complete and lots of compliments are pouring in. The pier is slowly being disassembled; it will be fixed and used to replace the one at the Trippe Lake Boat Launch. A new pier will be installed at Cravath next year.

Amory: Concrete work on the stairs and ramp are complete, the arrival of the railing and installation still needs to take place. The gym floor is complete and looks amazing. The roofing project is awaiting contract approval from both parties.

Open Position: The Recreation Program Coordinator position opened up when Nate decided to go back to school for Education. There were five initial interviews with two finalists moving forward. The two

finalists will be responsible for leading a coaches meeting for their final interview to a panel of current coaches and parents. Final decision will be made after presentations.

(Jaeger arrives at 5:55pm)

Considerations:

Discussion and possible action related to Downtown City Market of on the following items:

- **Request to allow alcohol sales during Tuesday evening market**
- **Additional placement of items within the park for the market**

Amundson stated the sales of alcohol will fall under the current license procedure with the City Clerk and doesn't need to be discussed.

Kristine Zaballos and Tami Brodnicki referred to the packet and presented a power point presentation on the ideas of the city market and what the market has become to the present time. Highlights included; 45 vendors in attendance the last five weeks, numbers exceeding 1,000 of people visiting the market each week, currently no vendor fees are being charged, and over 150lbs of fresh produce are being donated weekly to the Food Pantry.

Zaballos indicated the need for more storage space located closer to the market to help with moving current furniture and supplies, the need for electricity on the north side of the tracks, the need for a shade structure, hard surface locations to leave picnic tables and large Adirondack chair, and need for bike racks. Zaballos also indicated the interest by the vendors for a Winter Market.

Amundson discussed the concern of any additional permanent structures added to the park would cause complications for the 4th of July set up and that adding shade structures assembled weekly by streets department and additional mowing around picnic tables was a concern due to lack of available maintenance staff.

The Board discussed and suggested using the current method of putting items on a trailer to store for the next week for easy mobility with the direction of looking into possible additional storage and shade structure with the projected 2017 Amphitheater reconstruction. The Board also suggested starting the conversation first with the 4th of July committee with possibilities of bike rack placement before bringing possibilities back and working with staff on possible locations for a Winter Market.

Discussion and possible action related to Effigy Mounds Preserve signage plan

Amundson introduced Kori Oberle to present signage plan. Oberle presented a power point showing the placement of the mounds, current sign locations, the need for new signs, the need for better path marking, and the benefits of having additional signs.

Oberle referred to the power point highlighting the location of 10 new signs. Four of the new signs will be plaques that will be placed on donated boulders, one larger sign will be placed by the side walk letting patrons know what's inside and providing information to those who might not be able to walk the preserve, and one additional larger sign will be placed at the entrance to replace an existing non repairable sign.

Oberle also stated the importance of marking a correct path through the preserve and the concern of each mow path being slightly different depending on worker completing the task. Oberle suggested using a drone with light detection to find the best path to not disturb the mounds.

The Board directed staff work with Oberle and committee to get a drone with light detection to find the best path and to move forward with signage.

Discussion and possible action related to future rentals of the Armory Gym.

This item was tabled for next meeting

Discussion and possible action related to 2016 Budget.

Amundson referred to packet and stated little to no changes have been made to the budget. Amundson asked the board to review goals and present feedback.

Kaina suggested putting in place a safety action plan for programs and requiring coaches the basic knowledge of first aid and cpr. Amundson agreed about the importance and will make it part of 2017.

Kidd moved to accept the budget as presented. Second by Jaeger. Ayes: Rachel Deporter, Jen Kaina, Bruce Parker, Ken Kidd, Brandon Knedler, Nate Jaeger and Kori Oberle. Noes: None. Abstain: None. Absent: None

Request for future agenda items

Developer Park Fees

Adjourn

Kaina moved to adjourn at 7:18. Second by Parker. Ayes: Rachel Deporter, Nate Jaeger, Bruce Parker, Ken Kidd, Brandon Knedler, Jen Kaina and Kori Oberle. Noes: None. Abstain: None. Absent: None

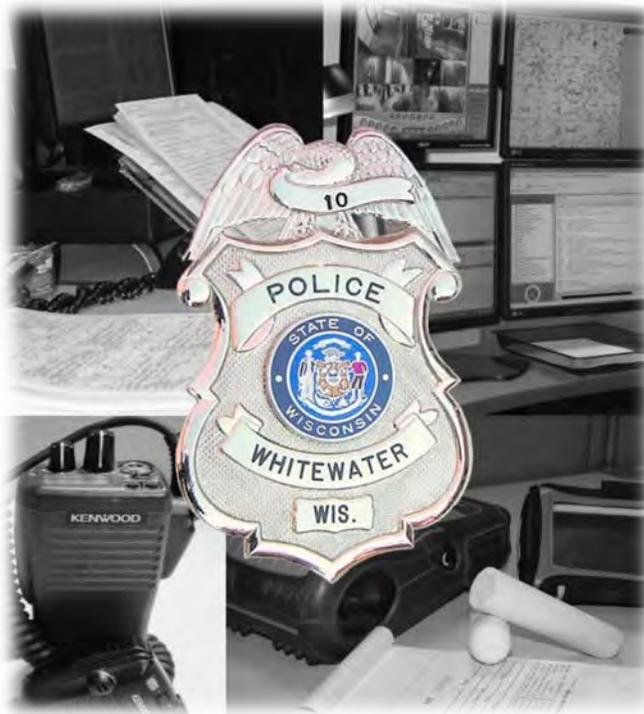
Next scheduled meeting: Monday, October 19th, 5:30 pm

Respectfully submitted,

Michelle Dujardin

Whitewater Police Department Consolidated Monthly Report

August 2015



Lisa K. Otterbacher
Chief of Police

Whitewater Police Department
312 West Whitewater Street
Whitewater, Wisconsin 53190

Unified Crime Reporting Incidents

	No. of Incidents			Total Amount Lost		
	<u>This Month</u>	<u>This Year to Date</u>	<u>Last Year to Date</u>	<u>This Month</u>	<u>This Year to Date</u>	<u>Last Year to Date</u>
Murder/Non-Negligent Manslaughter	0	0	0	\$0	\$0	\$0
Sexual Assaults - 1st, 2nd, 3rd, 4th	0	6	4	\$0	\$0	\$0
Total Robbery	1	3	2	\$500	\$4,390	\$410
Total Burglary	6	29	23	\$2,883	\$35,119	\$31,391
Total Motor Vehicle Thefts	0	2	3	\$0	\$12,600	\$15,000
Thefts						
Pocket Picking	0	0	0	\$0	\$0	\$0
Purse Snatching	0	0	0	\$0	\$0	\$0
Shoplifting	4	20	29	\$311	\$1,366	\$4,917
From Automoblies	2	31	39	\$35	\$6,052	\$12,074
Automobile Parts/Accessories	0	2	8	\$0	\$290	\$1,160
Bicycles	0	13	6	\$0	\$2,597	\$934
From Buildings	1	25	29	\$68	\$7,287	\$7,099
Coin Operated Machine	0	1	0	\$0	\$0	\$0
All Other	2	30	28	\$260	\$3,522	\$9,660
Total Thefts	9	122	139	\$674	\$21,114	\$35,844
Grand Total	16	162	171	\$4,057	\$73,223	\$82,645

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

	<u>This Month</u>	<u>This Year to Date</u>	<u>Last Year to Date</u>
Property Stolen	\$4,057	\$73,223	\$82,645
Property Recovered	\$1,681	\$31,574	\$40,439
Percentage Recovered/Stolen	41%	43%	49%
Property Stolen Average per Month	-	\$9,153	\$10,331

Consolidated Monthly Report - August 2015

Comparison of Charges

Charge Totals:	Monthly	Year to Date
Adult	210	1,962
Juvenile	21	140
Combined Total	231	2,102

Charges	This Month	This Year to Date	Last Year to Date	Increase/Decrease
Abuse of Hazardous Substance	0	0	0	SAME
Animal Cruelty	0	0	0	SAME
Animal Ordinance Violations	0	1	7	-6
Arson	0	0	2	-2
Assault (Aggravated)	1	12	8	4
Assault (Other)	6	38	20	18
Bail Jumping	3	17	31	-14
Burglary	2	6	15	-9
Cause <18 to Listen/View Sex Activity	0	0	0	SAME
Cigarette / Tobacco Violation	0	4	4	SAME
Citations Written for Parking Tickets	0	1	0	1
City License Violations	0	0	1	-1
Contribute to Truancy	0	11	1	10
Contribute to Delinquency	0	1	0	1
Controlled Substance - Possession	6	93	73	20
Controlled Substance - Sale / Manufacture	0	6	23	-17
Court Order Violation	0	6	9	-3
Criminal Damage	4	19	16	3
Criminal Trespassing	0	0	10	-10
Curfew	7	16	17	-1
Disorderly Conduct	22	189	201	-12
Duty to Aid Victim/Report Crimes	0	0	1	-1
Embezzlement	0	0	0	SAME
Emergency Detention / Protective Custody	6	35	26	9
Fail to Obey Officer	1	10	10	SAME
False Imprisonment	1	2	1	1
Fireworks - Sell / Discharge without Permit	0	2	1	1
Forgery and Counterfeiting	0	7	9	-2
Fraud	0	14	6	8
Harbor / Aid Felon	0	2	0	2
Illegal Blood Alcohol Content (IBAC)	2	35	60	-25
Intentionally Neglect Child	0	0	6	-6
Lewd and Lascivious Behavior	0	0	0	SAME

Continued on next Page

Consolidated Monthly Report - August 2015

Charges	This Month	This Year to Date	Last Year to Date	Increase/Decrease
Liquor Laws	45	270	172	98
Littering	0	0	0	SAME
Manufacture / Delivery of Drug Paraphernalia	0	2	0	2
Mental Harm of Child	0	0	0	SAME
Motor Vehicle Theft	0	1	0	1
Murder and Non-Negligent Manslaughter / Attempt	0	0	0	SAME
Negligent Handling of Burning Materials	0	1	0	1
Noise	8	27	16	11
Obstruct / Resist Officer	4	36	33	3
Offenses Against Family and Children	0	0	0	SAME
Open Burning Permit Violation	0	0	1	-1
Operate Auto While Intoxicated	5	62	77	-15
Park Regulations	0	0	0	SAME
Pornography / Obscenity	0	0	0	SAME
Possess Drug Paraphernalia	8	69	53	16
Prostitution (Enticement)	0	1	0	1
Reckless Endangering Safety	0	3	8	-5
Registered Sex Offender Offenses	0	1	0	1
Robbery	0	2	4	-2
Runaway	0	2	4	-2
Sex Offenses (Other)	0	1	2	-1
Sexual Assault - 1st Degree	0	0	2	-2
Sexual Assault - 2nd Degree	0	0	2	-2
Sexual Assault - 3rd Degree	0	1	1	SAME
Sexual Assault - 4th Degree	0	1	0	1
Stolen Property	0	1	2	-1
Theft (Except Motor Vehicle)	4	55	86	-31
Throw/Discharge Bodily Fluid - Public Safety Worker	0	1	2	-1
Traffic Offenses	86	863	783	80
Traffic Ordinance Violations	0	0	2	-2
Truancy	0	19	8	11
Warrant Served - Local	4	86	51	35
Warrant / Pickups for Other Agencies	6	63	76	-13
Weapons (Conceal / Possess / Negligent Use)	0	2	2	SAME
Zoning Violations	0	5	5	SAME
Total	231	2,102	1,950	152

Consolidated Monthly Report - August 2015

Miscellaneous Activities and/or Complaints

Type of Activity/Complaint	This Month	This Year to Date	Last Year to Date
Calls for Service	703	5,234	5,470
Activity Logs *	34	180	153
Traffic Stops *	167	1,453	1,870
Family Disturbances	9	47	39
Noise Complaints	33	237	231
Animal Complaints	25	172	202
False Alarms	6	74	48

* Officer initiated activities

Motor Vehicle Accidents

Type of Activity/Complaint	This Month	This Year to Date	Last Year to Date
Fatal	0	0	0
Personal Injury	2	18	23
Pedestrian/Bicycle	0	7	2
Hit and Run	2	53	36
Property Damage over \$1000	2	62	78
Property Damage under \$1000	5	31	37
Total	11	171	176

Parking Tickets Issued

Type of Activity/Complaint	This Month	This Year to Date	Last Year to Date
Issued by Patrol Officers	115	1,545	1,339
Issued by Community Service Officers	91	903	926
Total	206	2,448	2,265

Consolidated Monthly Report - August 2015

Monies Received

Type	This Month	This Year to Date	Last Year to Date
Bicycle Licenses	\$6.00	\$21.00	\$60.00
Citations/Warrant Payments	\$364.00	\$25,245.50	\$20,691.49
License Plate Renewal Service Fee *	\$60.75	\$594.00	\$521.50
Miscellaneous	\$7.40	\$287.96	\$99.22
Parking Honor Box	\$264.02	\$3,632.92	\$1,987.49
Parking Permits	\$4,440.00	\$23,238.52	\$30,315.00
Parking Violations	\$5,210.00	\$56,430.33	\$58,820.25
Total	\$10,352.17	\$109,450.23	\$112,494.95

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

Overtime Hours

Type	This Month	This Year to Date	Last Year to Date
Administrative Duties	0.000	0.750	3.250
Bike Patrol	16.750	16.750	2.000
County Court	12.250	208.000	86.500
Municipal Court	16.000	47.500	35.250
Data Entry	0.000	0.000	6.250
Foot Patrol	0.000	0.000	10.250
Investigation	14.250	304.750	338.750
Meeting	9.750	88.000	92.250
Officer In Charge	0.000	0.500	31.000
Other *	0.250	75.000	32.000
Parking	0.000	0.000	0.000
Prisoners (Transport/Custody)	9.500	86.500	62.000
Radio Dispatch	6.000	111.500	121.750
Reports	21.250	113.250	60.000
Roll Call	24.750	221.000	210.250
Special Event	23.000	155.500	56.000
Squad Patrol	18.000	384.250	489.000
Traffic	0.250	2.000	19.750
Training	81.750	527.250	595.000
Holidays	0.000	573.000	525.750
Total	253.750	2,915.500	2,777.000

* Other consisted of overtime for clerical duties.

Consolidated Monthly Report - August 2015

WPD Personnel Training

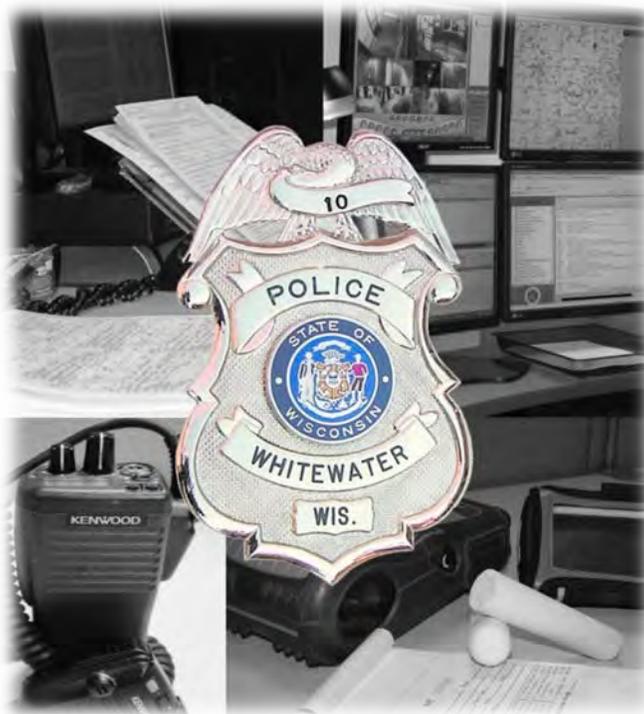
- On August 4th, 5th, 11th, or 26th all sworn personnel attended Vehicle Contacts Training in Whitewater.
- On August 26th Communications Supervision Lentz completed Communications in the Dispatch Center webinar in Whitewater.

Proactive Community Policing and Crime Prevention Presentations and Appearances

- On August 4th McGruff appeared at the National Night Out Event in Whitewater.
- On August 4th Officer Matteson and K9 Boomer gave several K9 Demonstrations during the National Night Out event in Whitewater.
- On August 4th Officer Matteson gave several TASER demonstrations during the Nation Night Out event in Whitewater.
- On August 4th Detective Becker and Detective Lindsey gave several Shoot-Don't Shoot Scenario demonstrations using iCombat technology during the National Night Out event in Whitewater.
- On August 4th the Whitewater Police Department hosted a National Night Out event at Cravath Lakefront Park.
- On August 24th Officer Matteson and Detective Becker conducted the Run, Hide, Fight Presentation for the Cambridge School District staff.
- On August 24th Chief Otterbacher and Support Services Manager Boyd attended Chief Uhl's Swearing in ceremony.
- On August 25th Chief Otterbacher provided a tour of Whitewater Police Department to several residents of Fairhaven.
- On August 26th Chief Otterbacher provided "State of the Department" address to the residents of Fairhaven at Fairhaven.
- On August 27th Sgt. Bradford, Det. Sgt. Meyer, Det. Becker, SRO Hintz, Ofc. Vander Steeg, Ofc. Elder, CSO Hathorn, and CSO Edmonds conducted the Active Threat Response/Run, Hide, Fight presentation to the Whitewater Unified School District staff and faculty.
- On August 28th Officer Hintz responded as a part of the mutual aid response during the SMART response training for Southeastern Wisconsin.

Whitewater Police Department Consolidated Monthly Report

September 2015



Lisa K. Otterbacher
Chief of Police

Whitewater Police Department
312 West Whitewater Street
Whitewater, Wisconsin 53190

Unified Crime Reporting Incidents

	No. of Incidents			Total Amount Lost		
	<u>This Month</u>	<u>This Year to Date</u>	<u>Last Year to Date</u>	<u>This Month</u>	<u>This Year to Date</u>	<u>Last Year to Date</u>
Murder/Non-Negligent Manslaughter	0	0	0	\$0	\$0	\$0
Sexual Assaults - 1st, 2nd, 3rd, 4th	0	6	4	\$0	\$0	\$0
Total Robbery	0	3	3	\$0	\$4,390	\$440
Total Burglary	1	30	34	\$0	\$35,119	\$39,806
Total Motor Vehicle Thefts	1	3	4	\$500	\$13,100	\$16,200
Thefts						
Pocket Picking	0	0	0	\$0	\$0	\$0
Purse Snatching	0	0	0	\$0	\$0	\$0
Shoplifting	1	21	32	\$55	\$1,421	\$5,766
From Automoblies	0	31	49	\$0	\$6,052	\$14,010
Automobile Parts/Accessories	0	2	8	\$0	\$290	\$1,160
Bicycles	0	13	6	\$0	\$2,597	\$934
From Buildings	7	32	36	\$2,232	\$9,519	\$8,835
Coin Operated Machine	0	1	0	\$0	\$0	\$0
All Other	6	36	47	\$481	\$4,003	\$18,890
Total Thefts	14	136	178	\$2,768	\$23,882	\$49,595
Grand Total	16	178	223	\$3,268	\$76,491	\$106,041

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

	<u>This Month</u>	<u>This Year to Date</u>	<u>Last Year to Date</u>
Property Stolen	\$3,268	\$76,491	\$106,041
Property Recovered	\$2,103	\$33,677	\$43,204
Percentage Recovered/Stolen	64%	44%	41%
Property Stolen Average per Month	-	\$8,499	\$11,782

Consolidated Monthly Report - September 2015

Comparison of Charges

Charge Totals:	Monthly	Year to Date
Adult	258	2,220
Juvenile	31	171
Combined Total	289	2,391

Charges	This Month	This Year to Date	Last Year to Date	Increase/Decrease
Abuse of Hazardous Substance	0	0	0	SAME
Animal Cruelty	0	0	0	SAME
Animal Ordinance Violations	1	2	9	-7
Arson	0	0	2	-2
Assault (Aggravated)	1	13	9	4
Assault (Other)	4	42	23	19
Bail Jumping	2	19	31	-12
Burglary	0	6	15	-9
Cause <18 to Listen/View Sex Activity	0	0	0	SAME
Cigarette / Tobacco Violation	1	5	4	1
Citations Written for Parking Tickets	0	1	0	1
City License Violations	0	0	1	-1
Contribute to Delinquency	0	1	0	1
Contribute to Truancy	0	11	1	10
Controlled Substance - Possession	4	97	81	16
Controlled Substance - Sale / Manufacture	3	9	23	-14
Court Order Violation	0	6	9	-3
Criminal Damage	3	22	18	4
Criminal Trespassing	2	2	10	-8
Curfew	0	16	17	-1
Disorderly Conduct	52	241	226	15
Duty to Aid Victim/Report Crimes	0	0	1	-1
Embezzlement	0	0	0	SAME
Emergency Detention / Protective Custody	8	43	30	13
Fail to Obey Officer	4	14	13	1
False Imprisonment	4	6	1	5
Fireworks - Sell / Discharge without Permit	0	2	1	1
Forgery and Counterfeiting	0	7	9	-2
Fraud	0	14	17	-3
Harbor / Aid Felon	0	2	0	2
Illegal Blood Alcohol Content (IBAC)	3	38	64	-26
Intentionally Neglect Child	4	4	6	-2
Lewd and Lascivious Behavior	0	0	0	SAME

Continued on next Page

Consolidated Monthly Report - September 2015

Charges	This Month	This Year to Date	Last Year to Date	Increase/ Decrease
Liquor Laws	57	327	206	121
Littering	0	0	0	SAME
Manufacture / Delivery of Drug Paraphernalia	0	2	0	2
Mental Harm of Child	8	8	0	8
Motor Vehicle Theft	0	1	0	1
Murder and Non-Negligent Manslaughter / Attempt	0	0	0	SAME
Negligent Handling of Burning Materials	0	1	0	1
Noise	1	28	25	3
Obstruct / Resist Officer	1	37	39	-2
Offenses Against Family and Children	0	0	0	SAME
Open Burning Permit Violation	0	0	1	-1
Operate Auto While Intoxicated	8	70	83	-13
Park Regulations	0	0	0	SAME
Pornography / Obscenity	2	2	0	2
Possess Drug Paraphernalia	8	77	64	13
Prostitution (Enticement)	0	1	0	1
Reckless Endangering Safety	0	3	8	-5
Registered Sex Offender Offenses	0	1	0	1
Robbery	0	2	5	-3
Runaway	0	2	4	-2
Sex Offenses (Other)	0	1	2	-1
Sexual Assault - 1st Degree	0	0	2	-2
Sexual Assault - 2nd Degree	0	0	2	-2
Sexual Assault - 3rd Degree	0	1	1	SAME
Sexual Assault - 4th Degree	0	1	0	1
Stolen Property	0	1	2	-1
Theft (Except Motor Vehicle)	6	61	93	-32
Throw/Discharge Bodily Fluid - Public Safety Worker	0	1	2	-1
Traffic Offenses	78	941	854	87
Traffic Ordinance Violations	0	0	2	-2
Truancy	0	19	10	9
Warrant Served - Local	3	89	51	38
Warrant / Pickups for Other Agencies	21	84	83	1
Weapons (Conceal / Possess / Negligent Use)	0	2	2	SAME
Zoning Violations	0	5	5	SAME
Total	289	2,391	2,167	224

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Miscellaneous Activities and/or Complaints

Type of Activity/Complaint	This Month	This Year to Date	Last Year to Date
Calls for Service	897	6,131	6,261
Activity Logs *	28	208	173
Traffic Stops *	210	1,663	2,017
Family Disturbances	14	61	42
Noise Complaints	40	277	276
Animal Complaints	27	199	221
False Alarms	7	81	54

* Officer initiated activities

Motor Vehicle Accidents

Type of Activity/Complaint	This Month	This Year to Date	Last Year to Date
Fatal	0	0	0
Personal Injury	2	20	23
Pedestrian/Bicycle	1	8	2
Hit and Run	2	55	46
Property Damage over \$1000	14	76	88
Property Damage under \$1000	3	34	43
Total	22	193	202

Parking Tickets Issued

Type of Activity/Complaint	This Month	This Year to Date	Last Year to Date
Issued by Patrol Officers	212	1,757	1,502
Issued by Community Service Officers	196	1,099	1,160
Total	408	2,856	2,662

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Monies Received

Type	This Month	This Year to Date	Last Year to Date
Bicycle Licenses	\$3.00	\$24.00	\$63.00
Citations/Warrant Payments	\$3,200.20	\$28,445.70	\$22,942.69
License Plate Renewal Service Fee *	\$74.25	\$668.25	\$622.75
Miscellaneous	\$9.54	\$297.50	\$105.41
Parking Honor Box	\$131.75	\$3,764.67	\$2,225.99
Parking Permits	\$3,000.00	\$26,238.52	\$33,980.00
Parking Violations	\$7,950.00	\$64,380.33	\$66,954.25
Total	\$14,368.74	\$123,818.97	\$126,894.09

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

Overtime Hours

Type	This Month	This Year to Date	Last Year to Date
Adminstrative Duties	0.000	0.750	3.500
Bike Patrol	24.000	40.750	2.000
County Court	26.750	234.750	108.250
Municipal Court	6.000	53.500	35.250
Data Entry	0.000	0.000	8.500
Foot Patrol	9.250	9.250	14.500
Investigation	52.500	357.250	373.500
Meeting	21.250	109.250	105.250
Officer In Charge	0.000	0.500	35.000
Other *	4.000	79.000	41.250
Parking	0.000	0.000	0.000
Prisoners (Transport/Custody)	15.250	101.750	62.500
Radio Dispatch	21.500	133.000	121.750
Reports	15.500	128.750	61.750
Roll Call	25.500	246.500	235.000
Special Event	33.000	188.500	95.250
Squad Patrol	27.750	412.000	588.500
Traffic	0.000	2.000	19.750
Training	6.500	533.750	603.000
Holidays	122.750	695.750	627.250
Total	411.500	3,327.000	3,141.750

* Other consisted of overtime for

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WPD Personnel Training

- From September 16th to 18th Communications Supervisor Lentz attended the Crime Information Bureau (CIB) Conference in Wisconsin Dells.
- On September 23rd Chief Otterbacher attended Officers Shot in Line of Duty and the Challenges they Face Returning to Work in Franklin.
- On September 27th Dispatchers Hogue, Petersen, and Ojibway completed Pipeline 9-1-1 Dispatch Training in Whitewater.

Proactive Community Policing and Crime Prevention Presentations and Appearances

- On September 1st School Resource Officer Hintz, Officer Matteson and K9 Boomer executed a proactive K9 deployment at Whitewater High School.
- On September 11th Chief Otterbacher and Support Services Manager Boyd attended Chancellor Beverly Kopper's Inauguration as the 16th Chancellor at UW-Whitewater.
- On September 13th several police department members attended the Fire Department Annual Pancake Breakfast in support of Public Safety. Officer Oliver was in attendance as a representative of WPD and provided Community Safety information.
- On September 20th the Whitewater Police Department facilitated safety at the Discover Whitewater Series half marathon and 5K event.
- On September 22nd Officer Valadez attended a strategic committee meeting on cultural diversity to partner community members and the police with those who have a language barrier.

ORDINANCE NO. _____
ORDINANCE AMENDING SECTION 2.60.020
OF CHAPTER 2.60 OF
THE WHITEWATER MUNICIPAL CODE
CHANGING THE FIRST BOARD OF REVIEW MEETING HOURS
FROM FOUR HOURS TO TWO HOURS

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

SECTION 1.

Section 2.60.020 of Chapter 2.60, Board of Review of the Whitewater Municipal Code is hereby amended to read as follows:

2.60.020 – Sessions.

Pursuant to Wis. Stats. §70.47(3)(b) and any amendments thereto to §70.47(3)(b), the city does elect to permit itself the right to hold its first meeting for as few as ~~four~~ two hours between eight a.m. and midnight. This change in time shall not become effective unless notice therefor is published in the official city newspaper at least ten days before the first meeting.

Ordinance introduced by Councilmember _____, who moved its adoption.

Second by Councilmember _____.

AYES:

NOES:

ABSENT:

ADOPTED:

Cameron Clapper, City Manager

Michele R. Smith, City Clerk

10-20-15 3:30 p.m.

ORDINANCE NO. _____
ORDINANCE AMENDING
CHAPTER 7.72 FIREARMS AND WEAPONS OF
THE WHITEWATER MUNICIPAL CODE

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

SECTION 1. Section 7.72.020 of Chapter 7.72, of the Whitewater Municipal Code is hereby amended to read as follows:

7.72.020 – Concealed weapons

No person shall go about the city armed with any concealed weapon unless they have the proper license to carry a concealed weapon or are otherwise authorized by law to carry a concealed weapon. This regulation shall not apply to any policeman or other officer properly authorized to be so armed.

SECTION 2. Section 7.72.040 of Chapter 7.72, of the Whitewater Municipal Code is hereby amended to read as follows:

7.72.040 – Safe use and transportation of firearms and bows

The provisions of Section 167.31 of the Wisconsin Statutes, and all acts amendatory thereof, are adopted as a portion of this chapter.

SECTION 3: Section 7.72.041 of Chapter 7.72, of the Whitewater Municipal Code is hereby created to read as follows:

7.72.041 – Bow hunting

Hunting with a bow or crossbow is permitted on privately owned land. No bow hunting is allowed within 100 yards of any building located on another person's land (unless permission is granted by the other person). In this section "building" means a permanent structure used for human occupancy and includes a manufactured home, as defined by Wisconsin Statutes §101.91(2). A bow or crossbow must be discharged toward the ground.

Ordinance introduced by Councilmember _____, who moved its adoption.

Second by Councilmember _____.

10-20-15 3:30 p.m.

AYES:

NOES:

ABSENT:

ADOPTED:

Cameron Clapper, City Manager

Michele R. Smith, City Clerk

ORDINANCE NO. _____
AN ORDINANCE AMENDING CHAPTER 14.14
ENTITLED ALARMS SYSTEMS AND USERS

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

SECTION 1: Whitewater Municipal Code Chapter 14.14 section 14.14.020(b) is hereby amended to read as follows:

(b) "Alarm system" means an assembly of equipment and devices or a single device such as a solid state unit which plugs directly into a DC or AC line arranged to signal the presence of a hazard requiring urgent attention and to which police are expected to respond. In this chapter the term "alarm system" includes the terms "automatic holdup alarm systems," "burglar alarm system," "holdup alarm systems," "fire alarms" and "manual holdup alarm systems" as those terms are defined in this section.

SECTION 2: Whitewater Municipal Code Chapter 14.14.020 section (jj) is hereby created to read as follows:

(jj) "Fire alarm" refers to an alarm system which signals a possible fire or fire-related condition.

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

Ordinance introduced by Councilmember _____, who moved its adoption.

Seconded by Councilmember _____.

AYES:

NOES:

ABSENT:

ADOPTED:

City Manager

City Clerk

City of Whitewater Council Agenda Item Information Sheet

MEETING DATE: _____ ITEM: _____

PRESENTER: _____

PREVIOUS ACTION, IF ANY: _____

SUMMARY OF ITEM BEING PRESENTED:

BUDGET IMPACT, IF ANY:

BOARD, COMMISSION, OR COMMITTEE RECOMMENDATION, IF ANY:

STAFF RECOMMENDATION:

RECOMMENDED MOTION:

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

FOR MORE INFORMATION CONTACT:

Vehicle Listing Worksheet

This form is to be used for listing Titled Vehicles & Trailers Only.

Consigning Agency Information

Agency/Campus/Department/Municipality:

Payment Mailing Address:

City:

Zip:

Payment Check Payable to:

* Proceeds checks are sent the Tues or Thurs after the advertised buyers pick up deadline.

Person Submitting this Form:

Phone:

Email:

Fax:

Authorized Agent and Title if different:

Description of Surplus Asset

Please supply all the applicable information and if necessary please attach additional pages of description. The more detailed the information, the fewer phone inquiries you will receive. Please be as detailed as possible. The condition of the item should be clearly described and detailed. All items are sold AS IS with no guarantees. Remember this is a general form and not specific, so you may need to include additional relevant information pertaining to your item(s).

Detailed Description of Vehicle:

Manufacturer:

Model:

Year (Age):

(VIN # and Mileage are Required)

Serial or VIN#:

Mileage:

Hours:

Transmission Type:

Engine Size/Type:

Fuel:

Wheel Base:

GVW/Capacity:

Color:

Size/Length:

Dimensions:

Accessories:

Additional Included Equipment:

Special Requirements:

Additional Comments/Descriptions/Concerns/Details:

Condition of Surplus Asset

It is required that all known defects are listed and disclosed. All vehicles are sold in AS IS and AS ADVERTISED condition. As Advertised means if you list it as working it must work. If a dispute arises due to a condition that was not listed and was known or should have been known by the seller – the buyer will win the dispute. Please take some time to examine and test vehicle components. Do all the accessories work? Does it have any fluid leaks? What about interior stains, rips, damage? Are there any abnormal noises, sounds? Are the gauges working? Is the check engine light on? If you have vehicle maintenance records, review the last several entries for known problems. It is a good idea to photo any visible defects or problems. It is the seller's responsibility to accurately describe the condition.

Defects:

Engine Condition:

Exterior Condition:

Interior Condition:

Overall Condition:

Drive-Away or Tow-Away:

Additional Condition Comments:

Condition Check List:

Please use this list and make any notes next to areas with defects.

Fluid Levels:

- Oil
- Transmission
- Brake
- Coolant

Fluid Leaks:

- Engine
- Transmission
- Rear end
- Brakes
- Coolant
- Other

Mechanical Inspection:

- Belts
- Hoses
- Exhaust
- Tires
- Lights/Signals
- Gauges
- Battery
- Tires

Exterior Inspection:

- Rust
- Dents
- Scratches
- Lights

- Damage
- Windshield
- Wipers

Interior Inspection:

- Rips
- Stains
- Holes
- A/C
- Heat
- Power Accessories
- Gauges

Road Test:

- Shifting Problem
- Noises
- Pulls/Veers
- Horn
- Brakes
- Idles
- Vibrations
- Other

Equipment : (Plows, Lifts, Etc)

- Leaks
- Damage
- Wear
- Defects

Online Auction Information

Normal auction duration is 14 days - but depending on item(s) value the duration can be as few as 7 days or for high value unusual items as much as 3-4 weeks. Most auctions are 2 weeks. Wisconsin Surplus will determine the best auction duration for your items. All auctions end at 10am Monday thru Fridays (we don't end auctions on weekends). **If a board meeting is required to confirm the final bid, please list the date of the meeting and the auction will be scheduled to end on the meeting date.**

Requested Auction Start Date:

Requested Auction Duration:

NOTE: If you have an absolute starting or ending date you must let us know otherwise auction will be listed/scheduled in the order they are received and scheduled evenly through the ending week.

Lowest Minimum Net Selling Price, if any:

* Once item is listed with us it can only be sold by Wisconsin Surplus for the duration of the auction. Items listed on Wisconsin Surplus should not be listed on any other for sale type sites (Craigslist, eBay, sealed bids, newspapers, etc.). You should direct all interested buyers to our website to place bids. It is unethical and against our rules to sell your item (which is listed on our site) to a prospective buyer in attempts to avoid our online bidding process and any related fees.

Note: Wisconsin Surplus Online Auction will post auctions in the order they are received; online auction will not appear immediately and may take 24 – 72 hours to post if no additional information is required. If you place a minimum selling price on your asset; we will not sell that asset unless it reaches your minimum. If you want \$1000 and we get \$999 we will not sell your asset. The minimum selling price is not required and should only be used on items of greater value if at all. You may also use “subject to agency confirmation” rather than a dollar value. If this is the case, we will call you immediately after the auctions conclusion and have you confirm or not confirm the selling price, you are required to respond within 24 hours, again if used should only be on greater valued items.

Location of Surplus Asset

Inspection times and dates may be “by appointment only”. Any state agency or municipality may use the Mount Horeb Auction Center, 202 West Front Street, Mount Horeb 53572 for an inspection location at no charge. Wisconsin Surplus does reserve the right to decline the use of the auction center for any reason. Agencies or municipalities wishing to utilize this location must deliver all items to the auction center. Wisconsin Surplus Online Auction's staff will then take the photos of the delivered item(s) and be responsible for inspections. If you wish to use the auction center, please call to confirm and make delivery arrangements 608-437-2001.

Address:

(Please make sure the address appears accurately on Google maps or MapQuest)

City:

Zip:

Inspection Times/Dates:

(It is common to use “By Appointment During” ...)

Inspection Contact Person:

Inspection Person Phone:

Inspection Person Email:

Photos

Photos are the MOST IMPORTANT part of your auction.

Please email or upload photos as JPG files. Photo should be a minimum of 800x600 in size or bigger. Please provide as many pictures as possible; there is no limit on pictures. You may email or upload your pictures to us. Email jpeg or jpg files as attachments to bid@WisconsinSurplus.com.

Uploading Photos:

This is ideal for sellers with many photos or large file size photos. You may also upload complete folders, Completed Listing Worksheets, and any other Files for your auction listing. Please remember to let us know once you have completed the upload and your items are ready to list. We do not monitor uploads rather we wait for sellers to let us know items are ready and waiting.

Upload Directions: Click on your system type - [Windows XP](#) or [Windows 7](#) (Note: it is OK to open the file, it does not contain a virus)

(Advanced FTP Client Users) **Host:** images.wisconsin surplus.com **User:** surplus@images.wisconsin surplus.com **Password:** surplus

NOTE: Vehicles ideally should have a minimum of 10 pictures (More is Better) including: Front, Rear, Drivers Side, Passenger Side, Engine, Trunk, Interior Front, Interior Rear, Odometer, Vin Sticker (usually on drivers door jamb or door). It is also a good idea to take a picture of any major defects.

Number of Photos Sent:

Starting Photo number or name:

Ending Photo number or name:

Additional Instructions

Please complete this form as thoroughly as possible. This form is a general form for all types of surplus assets. You may attach additional pages of asset description as needed. Once form is complete please email as an attachment with any photos of asset to bid@WisconsinSurplus.com. If you have many photos you may need to send multiple emails with additional photos attached. Please do not embed the photos into this document. You will then receive an email or phone call from WisconsinSurplus.com indicating we have received your email. This email may have additional questions about the asset that may need to be answered before listing can start. Please Complete A Separate Sheet For EACH Item, Unless Exact Duplicate Items. If you are submitting more than one asset you do not have to provide any duplicate information like the agency information, asset locations, inspection contact, etc.

Once Wisconsin Surplus has obtained all the required information we will list your item(s) for online auction. Once the auction duration is over you will receive an email with a list of all the high bidders and their contact information. Each buyer will then make payment arrangements with Wisconsin Surplus. Wisconsin Surplus will collect all necessary taxes, buyers' fees, etc. After each buyer has paid we will email you a payment confirmation for that buyer. After the buyer pays they will contact the selling agency to arrange pick-up of the item. Do not release anything to any buyers until you have been notified BY US of their payment. After all the items are paid for Wisconsin Surplus will send the final payment & settlement to the selling agency within 1 to 2 weeks.

Email this completed form to bid@WisconsinSurplus.com

← Please call (608) 437-2001 with any questions! →

LOCAL GOVERNMENT PROPERTY INSURANCE FUND
2801 Crossroads Drive, Suite 2200
Madison, WI 53718
PHONE: 877-229-0009
FAX: 877-832-0122

WITHDRAWAL FROM THE LOCAL GOVERNMENT PROPERTY INSURANCE FUND

INSTRUCTIONS: Pursuant to the requirements of s.605.21(3) Wisconsin Statutes, provide certified notice to the Local Government Property Insurance Fund that by a majority vote, your Board or Council elected to withdraw from the Fund. **Withdrawal date cannot be prior to the date action was taken.** Send completed notice to above address.

Policyholder Name	Cancel Effective Date	Policy #
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As Clerk, I certify that by a majority vote, the above-named local governmental unit's Board/Council voted to withdraw from the Local Government Property Insurance Fund. This action was taken at the _____ / _____ / _____ meeting.
Month Day Year

Name of Clerk (Type or Print)	Signature of Clerk	Date
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City of Whitewater Council Agenda Item Information Sheet

MEETING DATE: **11/03/15**

ITEM: **DP Electronic Recycling Development Agreement**

PRESENTER: **City Manager**

PREVIOUS ACTION, IF ANY: **City Council reviewed the draft document in Closed Session on October 20, 2015.**

SUMMARY OF ITEM BEING PRESENTED: Request approval of Development Agreement for DP Electronic Recycling, Inc. The Development Agreement outlines the terms of the land transfer and new facility to be constructed. Per the agreement, the Developer has guaranteed a minimum of 90 new jobs, and \$8,000,000 in new increment.

The Community Development Authority will also be required to approve the document.

BUDGET IMPACT, IF ANY: None

STAFF RECOMMENDATION: **Staff would recommend approval subject to any additions, deletions, or other corrections recommended by the common council, city manager, and/or city attorney.**

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

Draft Development Agreement. Red line version based upon agreement previously provided to the City Council.

FOR MORE INFORMATION CONTACT:

**Patrick Cannon, pcannon@whitewater-wi.gov, 262-473-0148; or
Cameron Clapper, cclapper@whitewater-wi.gov, 262-473-0100.**

DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF WHITEWATER, THE COMMUNITY
DEVELOPMENT AUTHORITY OF THE CITY OF WHITEWATER,
WISCONSIN) AND DP ELECTRONIC RECYCLING, INC.

THIS DEVELOPMENT AGREEMENT (“Agreement”) entered into this ____ day of October, 2015, by and between the City of Whitewater, a Wisconsin municipal corporation (hereinafter referred to as the “City”), the Community Development Authority of the City of Whitewater, Wisconsin (hereinafter at times referred to as the “CDA”), and DP Electronic Recycling, Inc. (hereinafter at times referred to as the “Developer”).

WITNESSETH THAT:

WHEREAS, Article XI of the Wisconsin Constitution grants cities the right to determine their local affairs in government, subject to the Constitution and certain enactments of the legislature of the State of Wisconsin; and

WHEREAS, the State of Wisconsin legislature adopted Section 62.11 of the Wisconsin Statutes, which grants to common councils of cities the power to act for the government and good order of the city, for its commercial benefit and for the health, safety and welfare of the general public; and

WHEREAS, the CDA is a separate polity from the City and was set up by the City in accordance with Section 66.1335 of the Wisconsin ~~Statues~~[Statutes](#), which grants to common councils of cities the power to create certain development authorities to assist with the development of blighted and urban renewal projects, among other rights; and

WHEREAS, the CDA is owner of fee title of that real property being approximately 10.96 acres located within the City of Whitewater, as further described in Exhibit A to the Agreement (hereinafter referred to as the “Property”); and

WHEREAS, the Developer is interested in purchasing the Property from the CDA in order to construct an approximately 100,000 square foot recycling facility worth approximately \$8,000,000, which would employ approximately 90 full time employees; and

WHEREAS, the CDA is willing to sell the Property to the Developer for \$1.00 in order for the Developer to develop and construct the Project (as defined below) if the terms and conditions set forth below are met.

NOW, THEREFORE, in consideration of the mutual promises herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants herein contained, the parties agree:

ARTICLE I DEFINITIONS

Section 1.1 The following terms as used herein shall have the following meanings:

- (a) “Assessed value” has the meaning set forth in Chapter 70, Wis. Stats.
- (b) “Project” means the proposed development and building project as set forth in Article II and Exhibit B attached hereto.
- (c) “Project Area” refers to the real estate depicted on Exhibit A.

(d) “Term of this Agreement” means that period of time from the date this agreement is entered into until _____ .

(e) “Substantial Completion” shall mean that the Developer has sufficiently completed the Project so that a final Certificate of Occupancy has been issued by the City’s Building Inspector.

(f) “Site Plan” shall include design and specification of the building design plan, stormwater management plan, utility plans, landscaping plan, lighting specifications and design, and transportation plans.

ARTICLE II OVERVIEW OF THE PROJECT

Section 2.1 Project Description. The Developer proposes to construct on the Property an approximately 100,000 square foot recycling facility with a total value of \$8,000,000.00 based upon the April 27, 2012 conceptual site plans submitted to the City in May 2012 (“Conceptual Site Plans”), said Conceptual Site Plans are incorporated herein and made a part of Exhibit B. The parties agree and acknowledge that (a) the Conceptual Site Plans do not depict the final design, (b) the Developer is required to submit final Site Plans for the Project for final review and approval by the appropriate reviewing governmental and nongovernmental bodies, and (c) the Conceptual Site Plans do not guarantee approval by any appropriate reviewing governmental and nongovernmental bodies. As further addressed below, as part of the Project, the Developer agrees to install a bike path along the exterior of the Property to connect with other City-owned bike paths. Access to and use of the bike path shall not be restricted by the Developer.

Section 2.2 Project Completion. Except as otherwise stated herein, the Developer shall substantially complete the construction of the Project no later than eighteen (18) months from the date of this Agreement. Substantial completion shall be determined by the date on which final Certificate of Occupancy is granted by the City.

ARTICLE III CONVEYANCE OF THE PROPERTY

Section 3.1 Property. The CDA is the fee owner of the Property and, along with the City, is willing to encourage the development of the Project on the Property by selling the Property to the Developer for \$1.00, in return for the Developer's obligations as described herein.

Section 3.2 Property Transfer. Upon satisfactory completion of the items set forth below in Section 4.1, the CDA shall cause title to the Property to be conveyed by special warranty deed to the Developer or the Developer's assignee for \$1.00, subject to the terms of this Agreement. Except as otherwise stated herein, all costs associated with the transfer shall be paid by the City.

Section 3.3 Title Insurance. The City/CDA shall obtain and pay for a title insurance commitment, including gap coverage, in the amount of the Property's estimated Assessed Value. The Developer may obtain additional title insurance, including any additional endorsements, as its sole costs and expense. The City/CDA shall provide a copy of the title insurance commitment to the Developer no less than fifteen (15) days prior to closing. The City/CDA shall cooperate with the Developer to clear up any defect in title that ~~may be~~ may be pertaining to the Property; provided, however, that the Property shall be conveyed subject to (a) municipal, zoning and land division

ordinances; (b) rights of the public in roadways; (c) rights of the State of Wisconsin, the City ~~for~~or any private railroad company for rail spurs; (d) unpaid future installments of special assessments for public improvements; (e) reasonable and customary easements and restrictions of record; (f) public and private utility easements; and (g) all terms and conditions of this Agreement.

Section 3.4 Closing. In accordance with the terms of this Agreement, the transfer of the Property from the CDA to the Developer will take place at a mutually convenient time.

Section 3.5 No Representations or Warranties. Neither the City nor the CDA make any representations or warranties with respect to the physical condition or zoning of the Property. The Developer acknowledges that it is the Developer's responsibility to inspect the physical condition of the Property and agrees that the Developer has had an adequate opportunity to conduct such investigations as the Developer deems necessary. In accepting title to the Property, the Developer shall accept the Property in "AS IS, WHERE IS" condition and shall release and hold the City and the CDA harmless from any and all claims or liability related to the physical condition of the Property.

Section 3.6 Street Vacation. In addition to the conveyance contemplated above, if the Developer complies with all obligations set forth in this Agreement, the City, as owner of that certain portion of East Main Street that dead ends into a cul-du-sac, as depicted on Exhibit C ("East Main Street Parcel"), shall vacate the East Main Street Parcel and transfer same to the Developer. Notwithstanding the foregoing, the Developer shall have the responsibility and obligation, at its own cost and expense, to legally

combine the Property and the East Main Street Parcel. Once combined, the Developer agrees and acknowledges that the reference to the term the “Property” herein shall be interpreted to include the East Main Street Parcel. The City makes ~~se~~no representations or warranties as to the physical condition or zoning of the East Main Street Parcel. The Developer acknowledges that it is the Developer's responsibility to inspect the physical condition of the East Main Street Parcel, and agrees that the Developer has had an adequate opportunity to conduct such investigations as the Developer deems necessary. In accepting title to the Property, the Developer shall accept the Property in "AS IS, WHERE IS” condition and shall release and hold the City and the CDA harmless from any and all claims or liability related to the physical condition or zoning of the East Main Street Parcel. The Developer further agrees and acknowledges that approval of any land combination requested of the Developer is not guaranteed by this Agreement.

ARTICLE IV DEVELOPER OBLIGATIONS

Section 4.1 Closing Contingencies. Although this Agreement will be effective upon execution, CDA’s obligation to transfer of the Property to the Developer shall be subject to satisfaction of the following contingencies:

(a) The Developer, at its own cost and expense, obtaining any and all required approvals and/or exemptions from the Wisconsin Department of Natural Resources to construct and operate the Project;

(b) The Developer, at its own cost and expense, obtaining construction and long term financing for the development and construction of the Project;

(c) The Developer obtaining, at its own cost and expenses, all appropriate permits, licenses, approvals and authorizations to construct and operate the Project from all appropriate reviewing governmental and nongovernmental bodies, including but not limited to the CDA, the State of Wisconsin and the City;

(d) The Developer submitting and getting approval of the final Site Plans for the Project in accordance with Section 4.2 below;

(e) The Developer entering into a contract(s) with a licensed contractor(s) to construct the Project within the authorized time frame; and

(f) The Developer fully satisfying on or before closing, the following financial obligations and loans the Developer has with the CDA:

(1) UDAG Loan

- (i) Principal: \$34,600
- (ii) Interest Rate: 5.25%
- (iii) Date: April 1, 2013
- (iv) Interest start date: April 1, 2014

(2) Capital catalyst royalty investment

- (i) Principal: \$51,500
- (ii) Interest Rate: 12%
- (iii) Date: December 18, 2014
- (iv) Interest start date: December 18, 2014

Section 4.2 Plan Approval.

(a) In accordance with Section 4.1(d) above, the Developer shall prepare (or cause to be prepared) and submit final Site Plans for the Project to the City, which shall be subject to the approval of the City, the CDA, the State of Wisconsin, as applicable, and, if any of the proposed uses of the Project will be a conditional use, to the City's Plan and Architectural Review Commission. The final Site Plans shall be in compliance with all codes and requirements of the City, shall be consistent with the Conceptual Site Plans submitted to the City in May 2012, and shall include plans to install a bike path along the exterior of the Property to connect with other City owned bike paths. The Developer agrees and acknowledges that conditional use approval, if required, is subject to approval by the City's Plan and Architectural Review Commission and that, furthermore, approval is not guaranteed by this Agreement.

(b) If the Developer desires to make any change in the final Site Plans after their approval, the Developer shall submit the proposed change to the City, and any other governmental and/or nongovernmental entity that reviewed and approved the final Site Plans, for their approval. If the final Site Plans, as modified by the proposed change, conform to the requirements of this Agreement, the City shall approve the proposed change and notify the Developer in writing of its approval.

Section 4.3 Costs and Expenses. The Developer shall reimburse the City for all processing and professional review costs and fees for the review and approval of the final Site Plan, plus any other land use approvals, building permits, or other similar permits and entitlements in force and effect on a City-wide basis at the time an application is submitted for one of those permits for all aspects of the project. Developer shall also reimburse the City for all engineering, inspection, and planning costs attributed to review

and inspection of the Project. The City typically will contract with a qualified third party to complete inspections; inspection costs shall be billed at a rate equal to actual City contract costs. In the event City staff instead completes inspections, inspection costs associated with this Project shall be billed at a rate commensurate with the City's actual personnel costs as outlined in the applicable schedule included in the City of Whitewater Zoning Ordinance.

Section 4.4 Job Creation. As consideration for the CDA transferring the Property to the Developer in accordance with this Agreement, the Developer shall create at least 90 new full time positions within the initial three (3) years of operations of the Project, and shall maintain these full time positions for at least three (3) years from the date of their individual creation. Operations shall be deemed to have commenced upon the Developer Substantial Completion of the Project. If the Developer fails to create or maintain at least 90 new full time positions within the time stated above, the CDA shall have the right to enforce this obligation, recoup damages and/or repurchase the Property as stated below in Article VII, in addition to any other rights the CDA may have under this Agreement, in law or in equity.

Section 4.5 Construction Guarantee. As consideration for the CDA transferring the Property to the Developer in accordance with this Agreement, the Developer guarantees that the Developer shall commence construction of the Project within twelve (12) months after the date of this Agreement, substantially complete the construction of the Project no later than eighteen (18) months from the date of this Agreement and that the Project will meet the minimum construction values for each year

after the date of this Agreement as set forth on Exhibit D, with the fair market value of the Property **shall to** be no less than \$8,000,000.00 upon substantial completion. Substantial completion shall be determined by the date on which final Certificate of Occupancy is granted by the City. If the Developer fails to complete the Project in accordance with the above restrictions, the CDA shall have the right to enforce this obligation, recoup damages and/or repurchase the Property as stated below in Article VII, in addition to any other rights the CDA may have under this Agreement, in law or in equity.

Section 4.6 Bike Path. As part of the Project, the Developer shall construct at its sole cost and expense, a bike path along the exterior of the Property to connect with other City owned bike paths. The location, design and specifications of the bike path shall be approved by the City as part of the final Site Plan review and approval and the bike path shall be constructed in such a way as to be substantially consistent, in the City's sole discretion, with the other bike paths located within the City's limits. Access to and use of the bike path shall not be restricted by the Developer and, before development of the Property commences and a building permit is issued, the Developer agrees to grant a nonexclusive easement over and across the bike path to allow members of the public access to, over and across said bike path. The rights and obligations of the Developer to construct the bike path, as further identified in such easement, shall run with the land. In addition to the above, should the Developer cause any damage to or relocation to the portions of the bike path located on parcels adjacent to the Property during its development of the Project, the Developer shall be solely responsible for the costs

associated with the restoration of ~~the~~ such portions of the bike path to their original or comparable condition in accordance with standards approved by the City.

Section 4.7 Miscellaneous Obligations.

(a) The Developer shall engage qualified contractors for the construction of the Project. The Developer shall be solely responsible for all work performed under contract, and shall pay prevailing wages, if required by state laws.

(b) Upon approval of the final Site Plans, the Developer shall be solely responsible for the construction of all improvements set forth in the approved Site Plans.

(c) Developer shall be responsible for all public and private utility extensions, if any, required to service the Property; all planned sanitary sewer, water main, storm sewer lines, gas lines, electric lines, and telecommunications facilities within the Property; and shall provide all required easements for such utilities. All utilities must be underground. If not completed already, the Developer shall extend all planned public sewer, water, and storm sewer mains within the Property up to the edges of the Property, in accordance with the approved Site Plans.

(d) Grading of the Property shall adhere to the City-approved Grading, Utility, and Erosion Control Plan, including grading of stormwater basins and stormwater conveyance routes. No window or door opening on any lot which includes a stormwater conveyance route or basin, or which is adjacent to a lot or outlot including a stormwater conveyance route or basin, shall be less than two feet above the projected high water elevation in the basin or conveyance route. The cost of all site grading, including grading

that is required for the bike path to be constructed by the Developer, shall be the responsibility of the Developer.

(e) Developer shall pay all water, stormwater and sewer connection fees, park fees and impact fees, if any, as required by City ordinances.

ARTICLE V DEVELOPER COVENANTS

Section 5.1 Maintenance of Property. The Developer will maintain, preserve and keep the Property and Project, upon completion, in good repair and working order, ordinary wear and tear ~~accepted~~excepted, and from time to time will make all necessary repairs, replacements, renewals and additions.

Section 5.2 Maintenance of Records. The Developer will keep at all times proper books of record and account in which full, true and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of the Developer relating to the Property and Project, in accordance with generally accepted accounting principles consistently applied throughout the period involved, and the Developer will provide reasonable protection against loss or damage to such books of record and account.

Section 5.3 Financing. The Developer warrants that, unless otherwise provided herein, the City and/or the CDA will not, in any way, be obligated in any manner to arrange, guarantee, or otherwise participate in obtaining financing for the Project. The Developer plans to utilize bank financing and other sources of funds for the construction loan and permanent financing.

Section 5.4 Taxable Entity; Restrictions on Use. The Developer warrants that it is not exempt from real estate taxes but understands and acknowledges that no real estate taxes for the Property will be due or owing for 2015-2016. The Developer agrees that it shall not, cause or permit the Development or any portion thereto to be or become tax exempt before the year 2017 unless condemned by the United States or some other governmental entity. This obligation, as well as the other obligations of this Agreement, shall be binding upon all of the Developer's successors and assigns and shall survive termination or expiration of this Agreement. The Developer further agrees it will place a restriction on any deed conveying the property prohibiting any use of the property which would cause the Project Area or any portion thereof to become tax exempt before the year 2017.

Section 5.5 Compliance with Laws. The Developer will comply with all laws, rules and regulations relating to the Property and/or the Project.

Section 5.6 Non-Discrimination. In operating the Project, the Developer shall not discriminate against any applicant, employee or tenant because of race, creed, color, sex, national origin, age or disability. The Developer shall ensure that applicants, employees and tenants are considered and are treated without regard to their race, creed, color, sex, national origin, age or disability.

Section 5.7 Use Restrictions. In addition to all laws, rules and regulations relating to the Property and/or the Project, the Developer agrees and acknowledges that its use and improvement of the Property is subject to the following restrictions and requirements:

(a) The Property shall be used only for those uses permitted under the City's zoning classification M-1, and shall further be limited to trades or industries of a restrictive character which are not detrimental to the Whitewater University Technology Park or to the adjoining residential areas by reason of appearance, noise, dust, smoke, or odor, or similar condition as hereafter provided. The following uses, not intending hereby to limit by enumeration, shall be prohibited:

- (1) Quarrying.
- (2) Junkyards or salvage ~~years~~yards.
- (3) Drop forges, foundries, refineries, concrete and plaster manufacturing and assemblage or any similar use, the normal operation of which causes objectionable noise, odor, dust or smoke or any similar use.
- (4) Any other use, the normal operation which causes objectionable appearance, noise, odor, dust or smoke.

(b) Outdoor storage of vehicles, products, equipment, supplies and other materials shall be permitted in the side and rear yards of the Property but must be screened with screening approved by the City or its designee. Screening requirements shall not apply to the parking of vehicles regularly used and operated in the normal course of the Developer's business.

(c) All loading areas shall be off street and located on the Property or adjoining property owned by the Developer. Appropriate screening is required where practical provided that the efficiency of traffic movement is not compromised. The Developer agrees and acknowledges that loading areas will be approved as part of the approval of the final Site Plans for the Project by the City. The Developer further agrees

and acknowledges that approval of any loading areas requested of the Developer is not guaranteed by this Agreement.

(d) The Developer must comply with all fencing ordinances and requirements passed by the City and existing as of the date of this Agreement.

(e) The Property must maintain a minimum frontage at the street line of thirty (30) feet.

ARTICLE VI EASEMENTS

Section 6.1 Bike Path Easement. Pursuant to Section 4.5 above, the Developer shall grant a nonexclusive easement over and across the bike path to be constructed on the Property as part of the Project.

Section 6.2 Rail Spur Easement. The parties acknowledge and agree that a portion of the Property abuts a rail line and that, as a result, there may be additional restrictions or requirements on the Property due to the location and presence of the rail line. In addition, before development of the Property commences and a building permit is issued, if requested by the Developer, the City/CDA shall grant both a construction and permanent easement to the Developer for the sole purpose of constructing and maintaining a rail spur located between the current rail line and the Property. The location, size and specifications of the easement shall be mutually agreed upon between the parties; however, the Developer shall bear sole responsibility for the construction of and maintenance of the rail spur line. The Developer shall also be fully responsible for obtaining authorization from the rail owner and the State of Wisconsin, if applicable.

Section 6.3 Temporary Construction Easement. Before development of the Property commences and a building permit is issued, the City/CDA agree to grant to the Developer an exclusive temporary construction easement, if necessary, to implement construction of the Project over and across portions of Outlot 1 on Certified Survey Map No. 4442, recorded in the Walworth County Register of Deeds as Document No. 828429 (“Outlot 1”). The location, size and specifications of the easement shall be mutually agreed upon between the parties; however, said easement shall be limited to the construction of the Project only and shall terminate upon completion of the Project. In addition, the Developer acknowledges and agrees that, under such easement, it shall have the obligation, at its sole cost and expense, to correct and repair any damage to Outlot 1 due to the ~~Developers~~Developer’s activities thereon.

Section 6.4 Stormwater and Maintenance Easement. Before development of the Property commences and a building permit is issued, the City and CDA agree to grant to the Developer an exclusive stormwater management and maintenance easement over and across Outlot 1 for site stormwater management purposes, subject to review and approval by the City and its stormwater management requirements, and for purposes of maintenance and repair of the Property’s stormwater systems, including but not limited to the current existing detention pond located on Outlot 1. Said easement shall run with the land. The location, size and specifications of the easement shall be mutually agreed upon between the parties; however, the Developer acknowledges and agrees that, under such easement, it shall have the obligation, at its sole cost and expense, to: (a) maintain the easement area (including maintaining the detention pond in a good, usable, safe and secure state of condition and repair, consistent with the function thereof, and consistent

with any local, state or federal laws and regulations as may govern such installation); (b) obtain and hold any permits required for the maintenance of the easement area and detention pond, including but not limited to the Wisconsin Department of Natural Resources storm water permits; and (c) correct and repair any damage to Outlot 1 due to the ~~Developers~~Developer's activities thereon. Said easement shall also contain an indemnification by the Developer indemnifying, defending and holding of the City and CDA harmless from from any and all claims, liability, loss, damage, charges or expenses, including reasonable attorney fees, arising out of (i) the operation, use, maintenance, repair, removal and/or reconstruction of the detention pond by the Developer, its employees, agents and contractors; (b) any injury or damage to person or property or other occurrence on the easement area (except to the extent the same results from the negligence or willful misconduct of the City and/or CDA); and (iii) the discharge, disposal or release of any hazardous substance in the detention pond and on Outlot 1 in general.

ARTICLE VII

LIQUIDATED DAMAGES AND OPTION TO REACQUIRE THE PROPERTY

Section 7.1 Failure to Meet Project Guarantees. The Developer agrees and acknowledges that the CDA agreed to transfer the Property to the Developer in accordance with this Agreement in reliance on the Developer's promises and guarantees set forth herein. The Developer understands and acknowledges that the CDA will suffer damages if the guarantees set forth in Section 4.5 are not met but that it will be extremely difficult and impracticable to ascertain the detriment to the CDA caused by such failure of the Developer or the amount of compensation the CDA should receive as a result of such failure. In the event the Developer fails to meet the Project guarantees as set forth in

Section 4.5, the Developer agrees to pay to the CDA as liquidated damages the sums identified on Exhibit E, attached hereto and incorporated herein. Furthermore, the Developer agrees that the CDA shall have the right to encumber the Property after Closing with mortgage or other security documents for the agreed current full value of the Property of \$45,000 per acre, securing the CDA's rights under this Section 7.1 and this Agreement generally.

Section 7.2 Failure to Commence Construction. If the Developer fails to commence construction of the Project within one (1) year after the CDA transfers the Property to the Developer, the CDA shall have the right, at the CDA's sole election, to (a) allow the Developer to retain the Property in exchange for the Developer's payment to the CDA in good funds of the agreed current full value of the Property of \$45,000 per acre as liquidated damages ("Failure to Commence Liquidated Damages"), or (b) reacquire the Property from the Developer on the terms and conditions set forth in this Section 7.2 and Article VII generally (the "Failure to Commence Repurchase Right"). "Commenced construction" or "commencement of construction" shall be defined as commencement of excavation for the foundation of a commercial building. Exercise of either the Failure to Commence Liquidated Damages or the Failure to Commence Repurchase Right shall be affected by a resolution adopted by the CDA and upon delivery in writing of a notice to the Developer at any time after the expiration of said one (1) year period, or such longer period as may be agreed to in writing between the Developer and the CDA. In the event the CDA exercises its Failure to Commence Repurchase Right contained in this Section, the purchase price to be paid by the CDA shall be One Dollar (\$1.00).

Section 7.3 Failure to Complete Project. If the Developer fails to: (a) complete construction of the Project within eighteen (18) months from the date of this Agreement, ~~or if the Developer fails to:~~ (b) create at least 90 new full time positions within the initial three (3) years of operations of the Project; or (c) maintain these 90 new full time positions for at least three (3) years from the date of their individual creation; then the CDA shall have the right at the CDA's sole election, to: (ai) allow the Developer to retain the Property in exchange for the Developer's payment to the CDA in good funds of the agreed current full value of the Property of \$45,000 per acre as liquidated damages ("Failure to Complete Liquidated Damages"), or (bii) to reacquire the property from the Developer on the terms and conditions set forth in this Section 7.3 and Article VII generally (the "Failure to Complete Repurchase Right"). "Construction completion" or "completion of construction" shall be defined as the date on which final Certificate of Occupancy is granted by the City. Operations shall be deemed to have commenced upon the Developer Substantial Completion of the Project. Exercise of either the Failure to Complete Liquidated Damages or the Failure to Complete Repurchase Right shall be affected by a resolution adopted by the CDA and upon delivery in writing of a notice to the Developer at any time after the expiration of said eighteen (18) month period, or said three (3) year ~~period~~ periods, as applicable, or such longer period as may be agreed to in writing between the Developer and the CDA. In the event the CDA exercises its Failure to Complete Repurchase Right contained in this Section, the purchase price to be paid by the CDA shall be \$1.00 plus the fair market value of the improvements made upon Property by the Developer as of the date the Failure to Complete Repurchase Right is exercised, based on its highest and best use for

any purpose (“Fair Market Value”), established in accordance with the following procedure:

(a) The Developer and the CDA shall endeavor to agree upon the Fair Market Value of the Property during the thirty (30) day period commencing on the date of the CDA’s notice to Developer exercising the Failure to Complete Repurchase Right. If the Developer and the CDA reach agreement on Fair Market Value during such period, such amount shall be the purchase price.

(b) If the parties fail to agree on the Fair Market Value within said thirty-day period, each party shall, within fifteen (15) days thereafter, select an appraiser and notify the other party in writing of the name, address and qualifications of such appraiser. Within fifteen (15) days thereafter, each appraiser shall perform an appraisal of the Property, a copy of which shall be delivered to the other party. If the two appraisers agree upon the value of the Property, such amount shall be the Fair Market Value, which shall be conclusive and binding on the Developer and the CDA. If the difference between the two appraisals is fifteen percent (15%) or less, the Fair Market Value shall be the average of the two appraisals.

(c) If the two appraisals are more than fifteen percent (15%) apart, then within fifteen (15) days after the delivery of the final appraisal above, the two appraisers shall select a third appraiser to evaluate the appraisals. The selection of such third appraiser by the initially selected appraisers shall be binding and conclusive upon the Developer and the CDA. Within fifteen (15) days after such selection, the third appraiser shall make a determination as to which of the two appraisals is closest to the Fair Market Value of the

Property. The third appraiser may not substitute any other estimate of Fair Market Value, may not average the appraisals and may not alter the appraisals in any manner. It is the parties' intent that appraisal under this paragraph shall be a so called "baseball" appraisal under which the third appraiser must select either the Developer's estimate of Fair Market Value or the CDA's estimate of Fair Market Value. The amount indicated by the appraisal so selected by the third appraiser shall be the Fair Market Value and shall be conclusive and binding on the Developer and CDA.

(d) All appraisers selected or appointed pursuant to this Section 7.3 shall: (i) be independent qualified MAI appraisers; (ii) have a minimum of ten (10) years appraising commercial real estate such as the City Parcel; and (iii) be licensed in the State of Wisconsin. Each party shall bear the costs of the appraiser it selects, with the cost of the third appraiser, if necessary, shared equally by Developer and City.

Section 7.4 Payment and Closing. In the event the CDA exercises any of its liquidated damages rights, the Developer shall pay to the CDA the full amount of liquidated damages due and owing within fifteen (15) days. In the event the Developer fails to pay the CDA ~~the~~ such amounts, the CDA shall have the right to foreclose on its mortgage or other security documents securing the CDA's rights and interest or to exercise, as applicable, either of its repurchase rights set forth above. In the event the CDA exercises either of its rights to repurchase as set forth above, closing shall take place within sixty (60) days following the exercise of said repurchase right or on such later date as may be agreed to in writing between the Developer and the CDA. Conveyance shall be by Warranty Deed from the Developer to the CDA free and clear of all liens and encumbrances, except (a) municipal, zoning and land division ordinances,

(b) recorded easements for public utilities approved by the CDA, (c) rights of the public in roadways, (d) unpaid future installments of special assessments for public improvements, if any. In addition, at least fifteen (15) days prior to the closing, the Developer shall obtain and pay for a title insurance commitment for the Property, including gap coverage, in the amount of the Assessed Value if the CDA exercised its Failure to Commence Repurchase Right or the purchase price if the CDA exercised its Failure to Complete Repurchase Right, naming the CDA or the CDA's designee as the insured, written by a responsible title insurance company licensed in the State of Wisconsin. Said title commitment shall show good and marketable fee simple title to the Property in the Developer, subject only to utility easements and other matters of record. The CDA shall notify Developer of any objection to title and Developer shall have a reasonable time, not exceeding thirty (30) days, to resolve the objections and closing shall be extended as necessary for this purpose. If such objections are not cured within said time, CDA may elect either: (i) to terminate and cancel its election to repurchase the Property; or (ii) to consummate the transaction notwithstanding such objections. Except as otherwise stated herein, the Developer and the CDA shall each pay one-half of all costs associated with the purchase and sale of the Property, including any escrow fees, settlement charges, closing fees, real estate transfer taxes or similar charge(s) imposed on the conveyance.

ARTICLE VIII CITY/CDA OBLIGATIONS

Section 8.1 Transfer of Property. If the Developer complies with all obligations set forth in this Agreement, the CDA shall sell to The Developer the Property for \$1.00.

Section 8.2 Rail Line Grants. The City will apply on behalf of the Developer for a Wisconsin Department of Transportation Freight Rail Preservation program (“FRPP”) funding grant and/or other applicable state financial assistance grant to finance the required rail siding construction by the Developer. The Developer will be required to provide the local match for any state financial assistance received. The City and/or the CDA shall not be responsible for any of the costs of construction or other costs of rail siding.

Section 8.3 Other Governmental Permits. The Developer may apply from time to time for other permits and approvals as may be required by other governmental or quasi-governmental agencies having jurisdiction over the Project in connection with the development of, or provision of services to the Project. The City shall cooperate with Developer in its efforts to obtain such permits and approvals, and provide any documents or certificates reasonably required.

Section 8.4 Street Vacation. The City agrees to vacate the East Main Street Parcel and, if the Developer complies with all obligations set forth in this Agreement, transfer same to the Developer in accordance with Section 3.6 above.

ARTICLE IX MISCELLANEOUS RIGHTS AND OBLIGATIONS

Section 9.1 Whitewater University Technology Park. The Developer agrees and acknowledges that the Property shall be located within the Whitewater University Technology Park. As a property and building owner in the Whitewater University Technology Park, the Developer will have access to UW-Whitewater business

development services and programs that are available to Whitewater Innovation Center and University Technology Park tenants.

Section 9.2 Assignment. The Developer shall not have the ~~right~~,right to assign or transfer all or any portion of its interests, rights, or obligations under this agreement or in the property or any portion thereof without written approval by the City and the CDA, such approval not being unreasonably withheld. The transferee shall assume all of the Developer's rights and obligations hereunder which relate to the Property. The express assumption of the Developer's obligations under this Agreement by its transferee or assignee, however, shall not thereby relieve the Developer of any responsibility for the expressly assumed obligation.

Section 9.3 Future Improvements. Any responsibilities related to any future public improvements serving the Property may be required as set forth in the City's Special Assessment Ordinance applicable at the time of the improvements. The parties to this Agreement are not committing to any financial or other responsibilities relating to roadways and/or public improvements currently serving the Property; however, the Developer agrees and acknowledges that the City/CDA may have the right to assess the owner of the Property for such roadways and/or public improvements.

ARTICLE X INDEMNITY

The Developer shall indemnify and hold harmless the City and the CDA, their officers, employees and authorized representatives (the "Indemnified Parties") from ~~the~~ and against any and all liabilities, including, without limitation, remediation required by any federal or state agency having jurisdiction, losses, damages, cost and expenses,

including reasonable attorney fees and costs, arising out of any third-party claims, causes of action, or demands made against or suffered by the Indemnified Parties on account of this Agreement, unless such claims, causes of action or demands (a) relate to the City or the CDA failing to perform their obligations under this Agreement, or (b) arise out of any negligence or willful misconduct of the Indemnified Parties. At the request of the City and/or the CDA, the Developer shall appear for and defend the Indemnified parties at the Developer's expense, in any action or proceeding to which any Indemnified Party may be made a party by reason of any of the foregoing.

ARTICLE XI INSURANCE

Section 11.1 During Construction. The Developer or its contractors shall provide and maintain, or cause to be maintained, at all times during the process of constructing the Project: (a) Builder's Risk insurance in an amount equal to the estimated insurable value of the particular stage of the Project during construction and until final completion; (b) Commercial General Liability insurance with limits against bodily injury and property damage of at least \$2,000,000.00; and (c) Worker's Compensation insurance in amounts required by state law.

Section 11.2 After Construction. Upon completion of construction of the Project, the Developer shall maintain, or cause to be maintained: (a) Property insurance against loss or damage under a policy or policies covering such casualty and other risks as are ordinarily insured against by owners or similar properties, in an amount not less than the full insurable replacement value of the Project; (b) Commercial general liability insurance for injuries to persons and/or property, the minimum amount for each

occurrence and for each year of \$1,000,000; and Worker's Compensation insurance in amounts required by state law.

ARTICLE XII DEFAULT AND REMEDIES

Section 12.1 Notice and Right to Cure. A party shall be in default under this Agreement if such party shall fail to carry out or fulfill one or more of its obligations hereunder and such failure shall continue for a period of thirty (30) days following receipt of written notice from the other party specifying such failure; provided, however, if the nature of the default is such that it cannot be cured within thirty (30) days, a party shall not be in default if it immediately undertakes steps to cure the default after receipt of notice and then diligently and in good faith prosecutes the curing of such default to its conclusion.

Section 12.2 General Remedies. If a party does not cure or undertake to cure a default within the time period set forth in Section 12.1 above, the non-defaulting party may pursue the remedies provided for in this Agreement or otherwise available at law or in equity.

Section 12.3 Enforced Delay in Performance for Causes Beyond the Control of Parties. For the purposes of any provisions of this Agreement, neither the City, the CDA, the Developer nor any successor in interest shall be considered in breach or default of its obligations with respect to the beginning and completion of any phase of construction or progress in respect thereto in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault, or negligence including, but not restricted to, acts of God, forces majeure, acts of the public

enemy, acts of adjoining property owners, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unavailable materials, breach of contracts by contractors or subcontractors, and unusually severe weather or delays of subcontractors due to such causes, it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times of performance of any of the obligations of the City, the CDA or the Developer with respect to construction of the improvements shall be extended for the period of the enforced delay as determined in good faith; provided that the party seeking the benefit of the provisions of this Section shall, within thirty (30) days after the beginning of any such enforced delay, have first notified the other party thereof of the cause or causes thereof and requested an extension for the period of the enforced delay. In the event a delay is caused by unavailable materials or breach of contracts by contractors or subcontractors, the party shall make a reasonable effort to procure performance and the other party agrees to grant a sufficient extension to permit such procurement.

Section 12.4 Rights and Remedies Cumulative. The rights and remedies of the parties, whether provided by law or provided by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise at the same time or different times of any such other remedies for the same event of default or breach or of any remedies for any other event of default or breach by Developer. No waiver made by the City/CDA with respect to the performance or manner or time of any obligation of Developer under this Agreement shall be considered a waiver of any rights of the City/CDA to enforce any other obligations of Developer.

ARTICLE XIII
ADDITIONAL PROVISIONS

Section 13.1 Changes. The parties to this Agreement may, from time to time, require changes in the scope of the Agreement. Such changes, which are mutually agreed upon by and between the Developer, the CDA and the City shall be incorporated in written amendments to this Agreement.

Section 13.2 Approvals in Writing. Whenever under this Agreement approvals, authorizations, determinations, satisfactions, or waivers are authorized or required, such approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing, signed by the duly authorized representative of the party, and delivered to the party to whom it is directed at the address specified in Section 13.3 hereunder. Whenever under this Agreement the consent, approval or waiver of the City is required or the discretion of the City may be exercised, the City Manager shall have the authority to act, as the case may be. Whenever any approval is required by the terms of this Agreement and request or application for such approval is duly made, such approval shall not be unreasonably withheld.

Section 13.3 Notices and Demands. A notice, demand, or other communication under this Agreement by any party to any other party shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally to:

(a) In the case of The Developer:

Dale Helgeson, President
540 E. Centralia Street
Elkhorn, WI 53121

With copy to:
Attorney Rebecca Mitich
Whyte Hirschboeck Dudek S.C.
555 East Wells Street, Suite 1900
Milwaukee, WI 53202-3819

(b) In the case of the City:

City of Whitewater
Attn: Cameron Clapper, City Manager
P. O. Box 178
Whitewater, WI 53190

With copy to:
Attorney Wallace K. McDonell
454 W. Main Street
Whitewater, WI 53190

(c) In the case of the CDA

Jeffery P. Knight, Chairperson
Whitewater Community Development Authority
312 W. Whitewater St.
Whitewater, WI 53190

Whitewater Community Development Authority
Attn: Patrick Cannon, Executive Director
312 W. Whitewater St.
Whitewater, WI 53190

Section 13.4 .No Liability of City and/or CDA. Neither the City ~~or~~nor the CDA shall have ~~no~~any obligation or liability, jointly or separately, to the lending institution, architect, contractor, or subcontractor, or any other party retained by the Developer in the performance of its obligations and responsibilities under the terms and conditions of this Agreement. The Developer specifically agrees that no representations, statements, assurances, or guarantees will be made by the Developer to any third party or by any third party which are contrary to this provision.

Section 13.5 Completeness of Agreement. This Agreement and any addition or supplementary documents or documentation incorporated herein by specific reference contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part hereof shall have any validity or bind any of the parties hereto.

Section 13.6 Matters to be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

Section 13.7 Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby.

Section 13.8 Recording of Agreement. The Agreement and any and all subsequent modifications thereof or additions thereto may, upon being duly executed, be recorded by either party with the Register of Deeds for Walworth County, Wisconsin.

Section 13.9 Successors and Assigns. The terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto as well as their respective successors, transferees, and assigns. Any transfer of any party's interest under this Agreement shall not release the transferor from its obligations hereunder unless specifically agreed to herein.

Section 13.10 Covenant Running with the Land. This Agreement, which may be recorded, shall be deemed to be, and interpreted as, a covenant running with the land.

Section 13.11 Ambiguities Not Construed. The Developer has had substantial input concerning the terms of this agreement, and therefore, any ambiguities will not be construed against the City or the CDA on the basis that its attorney drafted this Agreement.

Section 13.12 Exhibits. The following documents are included as part of this Agreement and incorporated by this reference:

- Exhibit A Legal Description of the Property
- Exhibit B Conceptual Site Plans
- Exhibit C East Main Street Parcel
- Exhibit D Minimum Construction Values
- Exhibit E Liquidated Damages

[SIGNATURES ON FOLLOWING PAGE]

Dated this _____ day of October, 2015.

DP ELECTRONIC RECYCLING, INC.

By: _____
Dale J. Helgeson, President Date

CITY OF WHITEWATER

By: _____
Cameron Clapper, City Manager Date

By: _____
Michele R. Smith, City Clerk Date

**COMMUNITY DEVELOPMENT
AUTHORITY OF THE CITY OF
WHITEWATER, WISCONSIN (CDA)**

By: _____
Jeffery P. Knight, Chairman **Date**

By: _____
Patrick A. Cannon, Executive Director **Date**

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DRAFT

Summary report:	
Litéra® Change-Pro TDC 7.5.0.142 Document comparison done on 10/27/2015 3:59:13 PM	
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Intelligent Table Comparison: Active	
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Modified DMS: iw://imanager/MBF/18024684/1	
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Delete	21
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	52