

Public Works Committee
Tuesday, July 11, 2023
6:00 p.m.
Cravath Conference Room
Municipal Building - 2nd Floor
312 W. Whitewater St
Whitewater, WI 53190

AGENDA

1. Call To Order And Roll Call
2. Approval Of Minutes From June 13, 2023

Documents:

[JUNE 2023.PDF](#)

3. Hearing Of Citizen Comments
No formal Public Works Committee 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 Public Works Committee discusses that particular item.

4. New Business

- 4.a. Discussion And Possible Action Regarding Sidewalk Replacement Program.

Documents:

[ITEM 4A.PDF](#)
[CHAPTER 12.22 SIDEWALK.PDF](#)

- 4.b. Discussion And Possible Action Regarding The Installation Of A Four Way Stop At Walworth Ave And Prince Street.

Documents:

[ITEM 4B.PDF](#)
[MUTCD STOP SIGN APPLICATION.PDF](#)
[POLICE REPORT INFORMATION.PDF](#)

- 4.c. Discussion And Possible Action Regarding Special Assessments For The Northside Water Main Extension.

Documents:

[ITEM 4C.PDF](#)
[WAIVER.PDF](#)

- 4.d. Discussion And Possible Action Regarding Water Main Easement Across WE Energies Property At 111 County Road U, Parcel 292-0515-3321-000.

Documents:

[ITEM 4D.PDF](#)
[PERMANENT EASEMENT.PDF](#)
[TEMPORARY CONSTRUCTION EASEMENT.PDF](#)

- 4.e. Discussion And Possible Action Regarding Installing Speed Bumps On Ann Street.

Documents:

[ITEM 4E.PDF](#)
[W ANN SPEED AND VOLUME GRAPH.PDF](#)
[W ANN SURVEY SUMMARY.PDF](#)

- 4.f. Discussion And Possible Action Regarding Forty-Eight Hour On-Street Parking Limit And The Motor Home/Trailer Parking Ordinances.

Documents:

[ITEM 4F.PDF](#)
[MOTOR HOME-TRAILER PARKING.PDF](#)

- 4.g. Discussion And Possible Action Regarding Municipal Code, Chapter 14.05 – Building Maintenance And Repair Standards.

Documents:

[ITEM 4G.PDF](#)
[BUILDING MAINTENANCE AND REPAIR STANDARDS.PDF](#)

- 4.h. Discussion And Possible Action Regarding Repaving Fremont Street From Lauderdale Drive North To The City Limits.

Documents:

[ITEM 4H.PDF](#)
[FREMONT LOCATION MAP.PDF](#)

5. Future Agenda Items

6. Adjournment

It is possible that members of, and possibly a quorum of members of, other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information over which they may have decision-making responsibility; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice. Anyone requiring special arrangements is asked to call the Office of the City Manager / City Clerk at least 72 hours prior to the meeting.



Public Works Committee
Tuesday, June 13, 2023
6:00 p.m.
Cravath Conference Room
Municipal Building - 2nd Floor
312 W. Whitewater St
Whitewater, WI 53190

AGENDA

1. Call to order and roll call.

The meeting was called to order by Stone at 6:00 p.m. The meeting was held at the Municipal Building in the Cravath Conference Room - 2nd Floor.

Present: Allen, Gerber, Stone

Others: Brad Marquardt

2. Approval of minutes from May 10, 2023

It was moved by Allen and seconded by Gerber to approve the Public Works Committee minutes from the May 10, 2023, meeting.

AYES: All by via voice vote (3). NOES: None. ABSENT: None.

3. Hearing of Citizen Comments

No hearing of citizens comments at that time.

4. New Business

a. Discussion and Possible Action regarding Wastewater's Compliance Maintenance Annual Report (CMAR).

Marquardt stated this is a required annual report for the Wastewater Utility to complete. It is basically a self-assessment tool. This report must be submitted to the DNR by the end of June.

For 2022, the Utility recorded an "A" in each rating section with the exception of the Biosolids Quality and Management section. During the fall application period, soil at a field site was not sampled in advance of the application of biosolids. A sample has since been taken. Our contracted land application business is responsible for this step. The contractor was forthright with the error and we have maintained open communication and transparency with the WDNR.

Marquardt stated the Utility had a "C" recorded under #2. Maximum Monthly Design Flow and Design BOD Loading. Under Design BOD, lbs./day – the DNR listed 3065 lbs., which should be closer to 4000. The DNR has since acknowledged their mistake; therefore, using that number the Utility does not have any exceedances for 90% of 100%. With that change in number the Utility received an "A" in that category as well.

Marquardt asked the members to notice the “Phosphorus” section. In 2022, the phosphorus limit was 1.0, and moving forward it will be 0.075. The Utility is very close to the 0.075. The consistent treatment quality has allowed us the flexibility, with regulators, to utilize the MDV (Multi-Discharger Variance) option for phosphorus compliance. Had the effluent phosphorus concentrations been worse this compliance alternative may not have been feasible. The result is a very economical compliance strategy for the City of Whitewater.

Marquardt stated overall the plant is running very well, and staff are doing a great job.

Marquardt also wanted to mention another item noted by Reel. Most biosolid land applicators are no longer interested in taking on new customers. It appears, based on their service capabilities and time restrictions, that they are performing as much work as possible. We do have a contract in place through 2026. However, it may become challenging to obtain multiple bids for a future term. Marquardt stated a task order will be coming to this committee in the future regarding looking at biosolids and what they may want to do in the future. There is now a concern with PFAS in biosolids and putting that on farm fields. Does that contaminate ground water and such? The DNR may come out with new regulations on this topic. Therefore, the Wastewater utility is trying to stay one step ahead to see what might be the best route in the future.

Marquardt asked for approval on the resolution to forward to Council.

Allen moved to approve the resolution for the CMAR and seconded by Gerber.

AYES: Gerber, Stone, Allen. NOES: None. ABSENT: None.

b. Discussion and Possible Action regarding removing No Parking on the George Street cul-de-sac.

A request was received from a resident at 311 N. George Street asking for the No Parking to be removed in the cul-de-sac portion of George Street. The City has 24 streets with a cul-de-sac, of which seven have No Parking within the cul-de-sac. The diameter of George Street is 82 feet. Other cul-de-sacs that allow parking range in size from 80 feet to 90 feet. The Fire Department was asked for their input. Chief Freeman indicated they don’t have an issue removing the No Parking on a portion of the cul-de-sac but would like to keep it in place from the east side of the pedestrian path past the hydrant on the west side of the cul-de-sac. The pedestrian path is an emergency access for the Fire Department in case they need to get onto George Street and the entrance from North Street is blocked.

Staff would recommend adjusting the No Parking signs to align with the Fire Department’s request. If the Committee agrees, an Ordinance change will be brought forward to the full Council.

Gerber asked if anyone spoke with the neighbors. Marquardt stated, no. Gerber stated then we don’t know how the neighbors feel on the cul-de-sac. Allen asked if there were signs up now. Marquardt stated as you drive north on George St., there are no parking signs on the east side and all around the cul-de-sac. Gerber would like letters sent to the people on the cul-de-sac so they have an opportunity to show up to future meetings regarding this change.

Allen moved to approve the No Parking on the George Street cul-de-sac with the addition of Gerber’s request that letters be sent to the neighbors around the cul-de-sac area informing them of the opportunities to attend a meeting regarding this change and seconded by Gerber.

AYES: Stone, Allen, Gerber. NOES: None. ABSENT: None.

c. Discussion of all potential sanitary sewer and water main extension requests anticipated for the next two years for new development.

Marquardt stated Public Works Committee Chairperson Stone asked for this to be on the agenda. Currently, the only request known is for the extension of the water main to Johns Disposal, which will occur later this fall. For new developments, typically the developer is responsible for the installation of the sanitary sewer and water mains. However, it could be possible the utilities could pay to have sanitary sewer and/or water main extended to a development site. Costs for installation vary depending on soil conditions, especially if rock is encountered and the depth of removal.

Stone asked if there was a plan if the City would encounter a large development within the City. Would the utilities be able to handle it? Marquardt stated the Wastewater is currently treating 1.6 mg/day. Our max design flow is a factor of 3.8 mg/day. We have plenty of capacity on the Wastewater side of things. Marquardt didn't have the water numbers in front of him but noted we are in good shape on the water side as well.

5. Future Agenda Items

a. Sidewalk Replacement Program (July)

Marquardt stated this request came from Gerber. He is hoping to have something to discuss at the July meeting. He stated there were speed bumps on Ann St., (and in general) brought up at the last Council meeting. He thought it was better to have the discussion start with the Public Works Committee.

b. Allen had also asked for a review of the motor home - trailer parking ordinance. Discussion would include parking on the street or on the grass or side yard.

c. Allen also brought up an issue about siding on a house on the east side of Whitewater. Is there an ordinance for building maintenance and repair?

6. Adjournment

It was moved by Allen and seconded by Gerber to adjourn the Public Works Committee meeting at 6:28 p.m.

AYES: All by via voice vote (3). NOES: None. ABSENT: None.

Respectfully submitted,

Alison Stoll

Alison Stoll, Administrative Assistant
Department of Public Works



Public Works Agenda Item

Meeting Date: July 11, 2023

Agenda Item: 4a. Sidewalk Replacement Program

Staff Contact (name, email, phone): Brad Marquardt, bmarguardt@whitewater-wi.gov, 262-473-0139

BACKGROUND

(Enter the who, what when, where, why)

Aldersperson Gerber asked for a review of the sidewalk repair program. Attached is a portion of Chapter 12.22 which relates to sidewalk repair and replacement. According to the Chapter, the building inspector is the designated sidewalk administrator. Sidewalks are to be reviewed annually in one of the City's wards on a rotating basis. According to the ordinance, the property owner is responsible for the cost of repair or replacement.

The last records of the sidewalk replacement program I have found are from 2009, which was administered by the Neighborhood Services Director. These records indicate the property owners were only responsible for paying 25% of the sidewalk repair/replacement. This may have been in response to a Special Assessment Resolution from 1996 where the Special Assessment Policy was updated. The 1996 Special Assessment Policy was again updated in 2015 where Council approved not assessing at all for sidewalk, among other things.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

N/A

FINANCIAL IMPACT

(If none, state N/A)

Fund 280, Street Repairs, typically has \$20,000 budgeted for annual sidewalk repair. Staff has been using this money for miscellaneous sidewalk repairs that need attention and typically completed by city staff.

STAFF RECOMMENDATION

Staff would like to get back into a true sidewalk replacement program. The thought would be to add the work onto our biannual street construction projects. Two wards would be included, with the emphasis of including the wards near where the street construction work is happening if possible. Since street construction is anticipated for 2024, only one ward will be looked at for inclusion next year. I would suggest Ward 4 which is bounded by Fremont Street, Main Street, Prairie Street and the Walworth County line. Fremont Street from Starin Road to Lauderdale is a proposed street construction project.

Additionally, the ordinance should be updated to reflect past and proposed changes.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

12.22.010 Appointment of administrator—Duties.

- (a) The building inspector shall be designated as the sidewalk administrator.
- (b) It shall be the responsibility of the sidewalk administrator to administer the provisions of this chapter. He shall determine that new sidewalks are laid where required, that existing sidewalks are repaired or replaced when required, and that all sidewalk construction is completed according to the requirements of this chapter.

(Ord. 1015 §2(part), 1983).

12.22.040 Sidewalk repair and replacement—When required.

- (a) The sidewalk administrator shall order any sidewalk which is unsafe, defective, or insufficient to be repaired or replaced so that said sidewalk meets the specifications set forth in this chapter.
- (b) During the calendar year 1983, the sidewalk administrator shall perform a comprehensive survey of the structural conditions of all sidewalks in the City of Whitewater and shall report to the council those sidewalks which are unsafe, defective or insufficient. Starting in the calendar year 1984, the sidewalk administrator shall annually review the sidewalks in one of the wards per year on a rotating basis.
- (c) Whenever the following sidewalk defects are found to exist by the sidewalk administrator, an appropriate order for the repair or replacement of the sidewalk shall be made:
 - (1) When a sidewalk has a three-quarter inch or greater height difference between blocks, it shall be required that the entire block which is out of alignment be replaced and realigned. Topping the lower slab with concrete or blacktop and/or using concrete or blacktop to ramp from the lower slab to the higher slab is not permitted.
 - (2) When a horizontal alignment variance of one inch per foot or greater exists the entire block which is out of alignment shall be required to be replaced or realigned.
 - (3) When one or more cracks exist in a block with openings which are of three-quarters of an inch or larger, it shall be required that the entire block be replaced.
 - (4) When the scaling or cracking of a block makes the block unsafe, the entire block shall be required to be replaced.
 - (5) When a block has a corner missing, and the size of the missing corner is less than six inches by six inches, the block may be repaired by patching unless the condition is repetitive on three or more blocks, in which case the blocks shall be replaced.
 - (6) When the height of a block causes isolated ponding of water, the entire block shall be required to be replaced or adjusted in elevation so that the ponding of water is eliminated.
 - (7) When the sidewalk has not been set to the required grade or line or does not comply with other specifications of this chapter, it shall be required to be repaired or replaced.
- (d) When a portion of an old sidewalk is repaired or replaced and the original width of said sidewalk was less than or greater than four feet, the original width of the sidewalk shall prevail, provided that the original width is uniform within the entire block and also that less than all of the sidewalk on the entire block will be replaced. In all other circumstances the four-foot width regulation shall be applicable.
- (e) Although minor streets are not required to install new sidewalk where none had previously existed, they are required to maintain existing walk and to install new sidewalk in blocks in which there is sidewalk along fifty

percent of the street frontage within the block. There are no provisions which allow removal of sidewalk unless a variance would be granted by the council.

(Ord. 1015 §2(part), 1983).

12.22.060 Owner responsibility for the construction of new sidewalk and for the replacement and repair of existing sidewalk—Noncompliance.

- (a) Whenever the sidewalk administrator determines that the provisions in this chapter require the construction of new sidewalk or the repair or replacement of existing sidewalk, he shall prepare an order requiring that new sidewalk be constructed or that existing sidewalk be repaired or replaced. A copy of the order directing such construction, replacement or repairs shall be served upon the owner of each lot or parcel of land. The sidewalk administrator shall serve such notice. Service of the notice may be made by personal delivery, by certified or registered mail, or by publication in the Whitewater Register as a Class I notice under Chapter 985 of the Wisconsin Statutes, together with mailing by first class mail if the name and mailing address of the owner can be readily ascertained.
- (b) Whenever any such property owner who has been notified shall neglect for a period of twenty days after such notification to lay, remove or replace, or repair any such sidewalk, the sidewalk administrator may cause such work to be done at the expense of such owner. All work for the construction of new sidewalks and the replacement or requiring of existing sidewalks shall annually be let by competitive bidding to the lowest responsible bidder, or done by public works personnel currently employed by the City of Whitewater.
- (c) The sidewalk administrator shall serve the order, which is discussed in subsection (a) of this section, along with a "Notice of Owner's Intent Form." Said form shall state the options for the property owner. The property owner shall return the "Notice of Owner's Intent Form" to the sidewalk administrator within twenty days of receiving the notice and shall indicate on the notice the method of repair or replacement desired.
- (d) Whenever a property owner elects to have the City of Whitewater personnel or contractor install, repair or replace their sidewalk, the property owner shall be required to sign a release form. The form shall be similar to the following:

CITY OF WHITEWATER

SIDEWALK CONSTRUCTION RELEASE FORM

OWNER:

ADDRESS:

Other description if required:

The undersigned in electing to utilize the City of Whitewater personnel and/or its contractor for required sidewalk repair or installation hereby releases the City of Whitewater from any obligation for repair of sidewalk due to minor cracking or other minor problems which frequently occur with concrete construction. Work done by the City of Whitewater personnel or its contractor will be done according to ordinance specifications. The phrase "minor problems" above is intended to mean problems which do not affect the sidewalk's performance.

Property Owner's Signature

-
- (e) The City of Whitewater shall be responsible for the costs incurred to reconstruct curbs and sidewalk to comply with Section 66.616 of the Wisconsin Statutes when possible (Reference Curb Ramping for Handicap Accessibility).
- (f) The cost of the sidewalk construction and/or repair may be paid by the abutting property owner as follows:
- (1) The abutting property owner may elect to reimburse the city by paying the cost of said repair or construction within thirty days of being billed. No interest will be charged if paid within thirty days of the billing. If the cost of construction or repair is not paid within thirty days, it shall be entered by the city clerk on the tax roll as a special tax against said lot or parcel of land, and the same shall be collected in all respects like taxes upon real estate. The amount so added to the tax roll shall include interest at the prevailing rate per month from the date that the individual was initially billed to December 31st of the year in which it is placed on the tax roll.
 - (2) Whenever the amount to be levied is in excess of one hundred dollars, the property owner may elect to pay over a five-year period and to have the city clerk enter said costs, together with interest at the prevailing interest rate on the tax roll, as a special assessment against such lot or a parcel of land.
 - (3) The city shall be responsible for the costs incurred to reconstruct curbs and sidewalks to comply with Section 66.616 of the Wisconsin Statutes, except where the sidewalk involved was determined to be unsafe, defective, or insufficient. In that case, the property owner shall be assessed on a square foot basis for the sidewalk replaced which is in the normal construction limits of a standard sidewalk, that is, one foot from property line, four feet in width.
 - (4) Where there is a replacement of sidewalk and there has been a previous assessment for sidewalk, a credit shall be given for the remaining useful life of the sidewalk. The useful life of the sidewalk for his purpose shall be ten years.

(Ord. 1015 §2(part), 1983).



Public Works Agenda Item

Meeting Date: July 11, 2023

Agenda Item: 4b. Prince/Walworth 4 Way Stop

Staff Contact (name, email, phone): Brad Marquardt, bmarguardt@whitewater-wi.gov, 262-473-0139

BACKGROUND

(Enter the who, what when, where, why)

Carl Peterson who resides at 1016 W Walworth inquired about installing a four way stop sign at the intersection of Walworth Ave and Prince St. He mentioned there have been a number of accidents at the intersection and indicated vehicle speed on Walworth Ave as a contributing factor. Records from the Police Department show 11 accidents over the past 10 years. Included is a spreadsheet showing information from the police reports. Also included is an excerpt from the Manual on Uniform Traffic Control Devices pertaining to stop sign applications.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

N/A

FINANCIAL IMPACT

(If none, state N/A)

The addition of stop signs would be a minimal cost.

STAFF RECOMMENDATION

Staff does not recommend the installation of a four way stop at Walworth and Prince. The installation of stop signs are not for speed control if speeding is an issue. Additionally, the criteria for multi-way stop control does not seem to be met. Since seven of the accidents involved people actually stopping, and then failing to yield the right of way, staff would recommend a sign that reads "Cross Traffic Does Not Stop" be added to the existing stop signs.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Police Report Information
2. MUTCD Stop Sign Applications

Section 2B.06 STOP Sign Applications

Guidance:

- 01 *At intersections where a full stop is not necessary at all times, consideration should first be given to using less restrictive measures such as YIELD signs (see Sections 2B.08 and 2B.09).*
- 02 *The use of STOP signs on the minor-street approaches should be considered if engineering judgment indicates that a stop is always required because of one or more of the following conditions:*
- A. *The vehicular traffic volumes on the through street or highway exceed 6,000 vehicles per day;*
 - B. *A restricted view exists that requires road users to stop in order to adequately observe conflicting traffic on the through street or highway; and/or*
 - C. *Crash records indicate that three or more crashes that are susceptible to correction by the installation of a STOP sign have been reported within a 12-month period, or that five or more such crashes have been reported within a 2-year period. Such crashes include right-angle collisions involving road users on the minor-street approach failing to yield the right-of-way to traffic on the through street or highway.*

Support:

- 03 *The use of STOP signs at grade crossings is described in Sections 8B.04 and 8B.05.*

Section 2B.07 Multi-Way Stop Applications

Support:

- 01 *Multi-way stop control can be useful as a safety measure at intersections if certain traffic conditions exist. Safety concerns associated with multi-way stops include pedestrians, bicyclists, and all road users expecting other road users to stop. Multi-way stop control is used where the volume of traffic on the intersecting roads is approximately equal.*
- 02 *The restrictions on the use of STOP signs described in Section 2B.04 also apply to multi-way stop applications.*

Guidance:

- 03 *The decision to install multi-way stop control should be based on an engineering study.*
- 04 *The following criteria should be considered in the engineering study for a multi-way STOP sign installation:*
- A. *Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.*
 - B. *Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.*
 - C. *Minimum volumes:*
 - 1. *The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and*
 - 2. *The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but*
 - 3. *If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.*
 - D. *Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.*

Option:

- 05 *Other criteria that may be considered in an engineering study include:*
- A. *The need to control left-turn conflicts;*
 - B. *The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;*
 - C. *Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and*
 - D. *An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.*

Column1	Column2	Column3	Column4	Column5	Column6	Column7
DATE	LOCATION	TYPE	CITATION(s)			
			ISSUED?	Cause of Accident?		
5/15/2013	W Walworth Ave / S Prince St	PDO	Yes	Fail to Yield Right of Way from Stop Sign	wed, 3:10 pm, 20 yr old	southbound, went through intersection
2/17/2015	S Prince St / W Walworth Ave	PDO	Yes	Fail to Yield Right of Way from Stop Sign	tue, 3:50 pm, 19 yr old	southbound, thought it was four way stop
9/25/2015	S Prince St / W Walworth Ave	Injury	Yes	Inattentive Driving	fri, 3:47 pm, 16 yr old	northbound, stopped, but was looking at different accident
9/25/2015	W Walworth Ave / S Prince St	PDO	Yes	Fail to Yield Right of Way from Stop Sign	fri, 3:46 pm, 17 yr old	northbound, stopped, but then proceeded
10/5/2015	S Prince St / W Walworth Ave	Injury	Yes	Fail to Yield Right of Way from Stop Sign	mon, 1:58 pm, 18 yr old	northbound, thought it was four way stop
8/20/2017	W Walworth Ave / S Prince St	Injury	Yes	Fail to Yield Right of Way from Stop Sign	sun, 2:59 pm, 52 yr old	northbound, claimed Walworth vehicle speeding
7/16/2020	W Walworth Ave / S Prince St	PDO	Yes	Fail to Yield Right of Way from Stop Sign	thur, 10:25 am, 21 yr old	northbound, stopped but didn't look in either direction
11/23/2020	S Prince St / W Walworth Ave	PDO	Yes	Fail to Yield Right of Way from Stop Sign	mon, 10:19 am, 36 yr old	northbound, stopped, but then proceeded
2/4/2022	W Walworth Ave / S Prince St	PDO	Yes	Fail to Yield Right of Way from Stop Sign	fri, 7:15 pm, 20 yr old	southbound, claimed Walworth came out of nowhere, Walworth vehicle said Prince vehicle never stopped.
3/14/2023	S Prince St / W Walworth Ave	PDO	Yes	Fail to Yield Right of Way from Stop Sign	tue, 4:53 pm, 20 yr old	southbound, stopped, but then proceeded
5/20/2023	W Walworth Ave / S Prince St	PDO	Yes	Fail to Stop at Stop Sign/Inattentive Driving	sat, 9:00 am, 37 yr old	southbound, looking at gps and didn't stop



Public Works Agenda Item

Meeting Date: July 11, 2023

Agenda Item: 4c. Northside Water Main Special Assessment

Staff Contact (name, email, phone): Brad Marquardt, bmarguardt@whitewater-wi.gov, 262-473-0139

BACKGROUND

(Enter the who, what when, where, why)

Johns Disposal has made a request for water main to be extended to their property. The request is based on an order from the DNR due to arsenic contamination and also the need for fire protection. When water main is extended, property owners typically pay for the extension through a special assessment. The project consists of approximately 2,050 feet of 12 inch water main. Assessments are based on an 8" main. To serve Johns Disposal, water main needs to be installed across WE Energies property. After discussions with City Attorney (at the time) Wally McDonell, we don't believe it is "fair" to assess WE Energies. They paid 100% for the prior extension to their facility. Also, we don't believe it is "fair" to assess Johns Disposal or the Wastewater Facility for the extension across WE Energies property. Therefore, the Water Utility would pay for that portion of the extension. Johns Disposal and the Wastewater Facility will each pay 50% of the remaining costs, based on an 8 inch water main.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

N/A

FINANCIAL IMPACT

(If none, state N/A)

The estimated breakdown is as follows:

Water Utility: responsible for the water across WE Energies. Estimated at \$170,210

Johns: responsible for 50% of the remaining extension. Estimated, using an 8" cost factor, at \$83,285

Wastewater: responsible for 50% of the remaining extension. Estimated, using an 8" cost factor, at \$83,285

Water Utility: responsible for the difference between 8" and 12". Estimated at \$23,220.

STAFF RECOMMENDATION

Staff recommends moving forward with the above cost allocations and to obtain waivers for the special assessments from Johns Disposal and the Wastewater Facility. Additionally, staff is recommending that payments be allowed in equal installments over five years with no interest.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Waiver

***WAIVER OF
SPECIAL ASSESSMENT NOTICE AND HEARING***
(Under Chapter 66 Wisconsin Statutes)

We, the undersigned owners of property benefited by the following public improvement to be made by the City of Whitewater, Walworth and Jefferson County, Wisconsin, to-wit:

Water main installation across Wastewater Facility property located at 109 County Road U for the purpose of serving Johns Disposal and Wastewater Facility

in consideration of the construction of said improvement by the City of Whitewater, do consent to the levying of special assessments for the cost of such improvement against our premises under Section 66.0701, Wisconsin Statutes. Pursuant to said statute, we hereby waive all special assessment notices and hearings of such assessment and agree the cost of construction therefor is reasonable.

PROPERTY OWNER

Basura LLC

PROPERTY ADDRESS

KEY NUMBER

292-0515-3312-001

ASSESSABLE FOOTAGE

1170 feet

ESTIMATED SPECIAL ASSESSMENT

\$83,285

SIGNATURE OF OWNER(S):

PRINT NAME(S):

DATE:

*The signed form should be returned to:
Public Works Department, 312 W. Whitewater Street, Whitewater, WI 53190 by
August 8, 2023.
Please call 262-473-0139 if you have questions.*



Public Works Agenda Item

Meeting Date: July 11, 2023

Agenda Item: 4d. WE Energies Easement

Staff Contact (name, email, phone): Brad Marquardt, bmarguardt@whitewater-wi.gov, 262-473-0139

BACKGROUND

(Enter the who, what when, where, why)

Johns Disposal has made a request for water main to be extended to their property. In order to serve their property, water main must be extended across WE Energies owned property lying to the west of Johns Disposal. Attached are permanent and temporary easements for approval.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

N/A

FINANCIAL IMPACT

(If none, state N/A)

N/A

STAFF RECOMMENDATION

Staff recommends approving the easements and forwarding to council for final action.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Permanent Easement
2. Temporary Construction Easement

**WATER MAIN EASEMENT
AGREEMENT**

292-0515-3324-000

Tax Parcel Number

THIS EASEMENT AGREEMENT (“*Agreement*”) is granted by Wisconsin Electric Power Company, a Wisconsin corporation doing business as We Energies (“*Grantor*”) to the City of Whitewater (“*Grantee*”).

RECITALS:

A. Grantor is the fee owner of the real property located in the City of Whitewater, Jefferson County, Wisconsin, legally described on Exhibit A, which is attached hereto and made a part hereof (the “*Grantor Property*”); and

B. Grantor desires to grant and establish, upon the terms and conditions contained in this Agreement a ***Permanent Limited Easement*** for the installation, operation, and maintenance of a Water Main System over and across certain portions of the Grantor Property for the benefit of Grantee, as set forth in Exhibit A.

AGREEMENT:

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

1. Recitals. The Recitals above are incorporated by reference.
2. Grant of Easements. Grantor hereby grants, conveys, transfers and assigns unto the Grantee, a non-exclusive Permanent Limited Easement as described in Exhibit A and depicted in Exhibit B attached hereto, along with the right to ingress and egress over the Easement Areas necessary to fulfill the purpose of this Agreement.
3. Permitted Users. The Easements granted herein may be used by the Grantee and its guests, agents, employees, contractors, invitees, successors and assigns as necessary to fulfill the purpose of this Agreement.
4. Municipal Services. Any municipal body, and its employees and agents, that provide Grantor Property with any current or future services shall have the right to access the Easement Areas to provide services related to the Easements.
5. Repair and Maintenance. Grantee is responsible at Grantee's sole cost and expense for the installation, maintenance, repair, replacement, restoration, and rebuilding of the Water Main System located in the Permanent Easement Area. Grantee will maintain and preserve the Permanent Easement Area in good repair and working order, ordinary wear and tear excepted, and from time to time shall make all necessary repairs, replacements, renewals, and additions within the Permanent Easement Area. If Grantor or any of its agents, contractors, guests, invitees, tenants, successors, heirs, or assigns damages or destroys all or any part of the Easement Areas then Grantee may repair such damage at the sole cost and expense of Grantor.
6. Restoration and Clean Up. In the event Grantee exercises any right within the Easement Areas in accordance with this Agreement, Grantee shall reasonably restore the surface of the Easement Areas and shall remove all construction debris resulting from such activities from the Easement Areas.
7. No Interference with Rights. The parties shall at no time interfere with the rights of the other party which are provided in this Agreement. Without limitation, the Grantor shall not (a) interfere with or restrict access to any Easement Areas, or (b) erect any improvements in the Easement Areas including, without limitation, water, electric, or sewer lines, or paving, without the prior written consent of the Grantee.
8. Covenants Run with Land. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the parties, and each of their successors and assigns.
9. Work Performance. Grantee, in the performance of any and all work relating to the construction or maintenance of said Water Main System, while in proximity to any electric or gas line facilities, conform with the provisions and requirement of all applicable laws, rules and regulation, including without limitation all laws, rules and regulations such as O.S.H.A dealing with safe work practices and the operation of equipment neat electrical lined and equipment, and

the provisions of the Wisconsin State Electrical Code and any amendment thereto and the provisions of the Wisconsin Administrative Code and any amendments thereto.

10. Compliance with Local Ordinances and Permits. Grantee shall, comply with all laws, ordinances, rules and regulations of the local municipality and other governmental bodies having jurisdiction and procure all necessary permits for the construction, operation, maintenance, repair, replacement or removal of its improvement.

11. Indemnification. Grantee shall protect, indemnify, save and hold harmless the Grantor and its affiliated corporations and their director, officers, agents and employees from any and all claims, demands, actions, and all liability, costs and expenses (including attorney's fees) in connection therewith, which may be made or brought against or incurred by the Grantor and its affiliated corporations or their directors, officers, agents or employees as a result of injury or death of any person (including employees of the Grantor and its affiliated corporations or Grantee) or damage to any property arising out of or in any way connected with this Agreement herein given, or Grantee's use of the property of Grantor.

12. Special Tax or Assessment. Grantee agrees that it will indemnify and save harmless Grantor from any special tax or assessment that shall at any time be made or levied against Grantor on the lands upon which the above-described easement is located by reason of the construction, operation, repair, cleaning, reconstruction, replacement, maintenance or existence of said Water Main System, so long as this easement remains in effect; provided that, in the event the foregoing commitment is for any reason held to be invalid or unenforceable, Grantee, by acceptance of this easement, agrees that as additional consideration for granting of this easement, it will pay Grantor an amount equal to the amount paid by Grantor under any special tax or assessment in connection with or on account of the construction, installation, operation, repair, cleaning, reconstruction, replacement, maintenance or existence of said Water Main System.

13. Diggers Hotline. Grantee shall at least 3 working days prior to the maintenance, reconstruction, repair or replacement of said Water Main System in order to determine the location of utilities within Grantor's said lands and the applicable clearance requirements for work performed in proximity to such facilities.

14. Notices. All notices herein provided for shall be given by registered mail or certified mail, postage prepaid, return receipt requested, or sent by overnight express carrier (e.g., Federal Express or Express Mail) for guaranteed next business day delivery. Notice shall be deemed given when so mailed and addressed. Either party may change such address by written notice to the other party as provided for herein; provided that, in the event the Grantor is no longer the owner of record of the Grantor Property, then notices pursuant hereto may be given to the address of the successor owner where such owner's real estate tax bills are sent until such owner changes its notice address by written notice to the Grantee as provided for herein. Notice shall be delivered as follows:

To Grantor:	Wisconsin Electric Power
	231 W Michigan Street
	Milwaukee, WI 53203

To Grantee: City of Whitewater
c/o City Manager
312 W. Whitewater Street
Whitewater, WI 53190

15. Non-Use. Non-use or limited use of the easement rights granted in this Agreement shall not prevent any benefited party from later use of the easement rights to the fullest extent authorized in this Agreement.

16. Amendment. This Agreement may be amended in whole or in part by the recording of a written instrument executed by or on behalf of all of the owner(s) of the real property where the applicable easements are located and the owner(s) of the real property benefiting from such easements, including portions thereof, subject to this Agreement.

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

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

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

20. Nonforfeiture. Any violation of these restrictions shall not result in a forfeiture or reversion of title to any real property.

21. Binding Effect on Successors and Assigns. The covenants and obligations of this Agreement shall bind and inure to the benefit of Grantor, Grantee and their respective successors and assigns.

22. Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all parties have signed the same document. All counterparts shall be construed together and shall constitute one agreement.

23. Clear Title. By signing below, Grantor warrants and represents he/she has authority to execute this Easement and that Grantor has good title to the property described herein, free and clear from all liens and encumbrances.

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the day and year first above written.

GRANTEE:

City of Whitewater

By:_____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

[illegible]

This instrument was acknowledged before me on this ____ day of _____, 2023, by the above-named _____ and _____ known to be the person who executed the forgoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission expires:_____

EXHIBIT A

Legal Description

A Permanent Limited Easement for the installation, operation, and maintenance of a Water Main System in part of Lot 1 of CSM 3066 recorded in Volume 13 on page 3 as document number 937738 at the Jefferson County Register of Deeds being located in the Northeast 1/4 of the Northwest 1/4 of Section 33, Township 5 North, Range 15 East, City of Whitewater, Jefferson County, Wisconsin more fully described as follows:

Commencing at the North quarter corner of said Section 33;
Thence South 00° 45' 21" East, 1121.30 feet along the east line of said Northeast 1/4 of the Northwest 1/4 of Section 33 to the point of beginning;

Thence, South 00° 45' 21" East, 20.00 feet continuing along said east line;
Thence, South 89° 18' 27" West, 631.21 feet;
Thence, North 41° 46' 43" West, 244.01 feet;
Thence, North 48° 13' 17" East, 20.00 feet;
Thence, South 41° 46' 43" East, 234.91 feet;
Thence, North 89° 18' 27" East, 622.09 feet to the point of beginning.

Containing 17322 square feet, more or less.

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

EXHIBIT B

Permanent & Temporary Easements for Stormwater Management Survey Map

TEMPORARY CONSTRUCTION EASEMENT

This Temporary Construction Easement (the "Temporary Easement") is entered into as of _____, 2023, by and between Wisconsin Electric Power Company, a Wisconsin corporation doing business as We Energies (the "Grantor"), and the City of Whitewater (the "Grantee").

Grantor, for themselves and for their successors and assigns, hereby grant and convey to Grantee, its successors and assigns, the temporary right and permission to occupy the Grantor's premises for construction of the Grantee's water main which may include but are not limited to: 1) Providing additional temporary construction work space during Grantee's construction and installation of a water main located adjacent to a permanent easement on or near the Grantor's premises; 2) Operating necessary equipment thereon; 2) The right of ingress and egress, as long as required for the construction of a water main adjacent a permanent easement on or near the Grantor's premises; 3) Storage of soil and subsoils during construction; 4) Storage of pipe, dewatering structures and/or other equipment during trenching or boring activities adjacent to a permanent easement area on or near the Grantor's premises.

The Temporary Easement is situated upon, over and across lands, being a part of the premises of the Grantor described on Exhibit A, attached hereto (the "Property").

The location of the Temporary Easement area with respect to the premises of the grantor is as described and shown on the attached Easement Description Map, marked Exhibit "B", and made a part hereof by this reference.

Grantee may request or otherwise appoint and duly authorize other persons, firms or corporations to perform, carry out, and complete the activities and operations, herein enumerated, as it deems necessary and convenient for the full enjoyment and use of the rights herein granted provided that grantee remain fully liable to grantor for the acts of such persons, firms or corporations.

Grantee, in the performance of any and all work relating to the construction or maintenance of said water main, while in proximity to any electric or gas line facilities, conform with the provisions and requirement of all applicable laws, rules and regulation, including without limitation all laws, rules and regulations such as O.S.H.A dealing with safe work practices and the operation of equipment near electrical lines and equipment, and the provisions of the Wisconsin State Electrical Code and any amendment thereto and the provisions of the Wisconsin Administrative Code and any amendments thereto.

Grantee shall, comply with all laws, ordinances, rules and regulations of the local municipality and other governmental bodies having jurisdiction and procure all necessary permits for the construction, operation, maintenance, repair, replacement or removal of its improvement.

Grantee shall protect, indemnify, save and hold harmless the Grantor and its affiliated corporations and their director, officers, agents and employees from any and all claims, demands, actions, and all liability, costs and expenses (including attorney's fees) in connection therewith, which may be made or brought against or incurred by the Grantor and its affiliated corporations or their directors, officers, agents or employees as a result of injury or death of any person (including employees of the Grantor and its affiliated corporations or Grantee) or damage to any property arising out of or in any way connected with this agreement herein given, or Grantee's use of the property of Grantor.

Grantee shall at least 3 working days prior to the maintenance, reconstruction, repair or replacement of said water main order to determine the location of utilities within Grantor's said lands and the applicable clearance requirements for work performed in proximity to such facilities.

This Agreement may be executed in any number of counterparts with the same effect as if all parties have

signed the same document. All counterparts shall be construed together and shall constitute one agreement.

This instrument shall be construed and enforced in accordance with the laws of the State of Wisconsin.

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

The Temporary Easement is for initial construction purposes only and shall terminate upon completion of construction and restoration of the Property, when the need therefor passes.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____, 2023.

GRANTOR: Wisconsin Electric Power Company

By: WEC Business Services LLC, its affiliate and agent

By: _____ (SEAL)
Tonya M. Peters
Manager of Property Management

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____, 2023.

GRANTEE:

By: _____ (SEAL)
John Weidl, City Manager

By: _____ (SEAL)
Karri Anderberg, City Clerk

Exhibit A

Lot 1 of Certified Survey Map No. 3066 recorded on April 18, 1995, in Volume 13 of Certified Surveys on Pages 3, 4, and 5, as Document No. 937738, being a part of the NE 1/4 and SE 1/4 of the NW1/4 of Section 33, Township 5 North, Range 15 East, City of Whitewater, Jefferson County, Wisconsin.

Tax Key No. 292-0515-3321-000

Address: 111 & 301 COUNTY ROAD U

Exhibit B

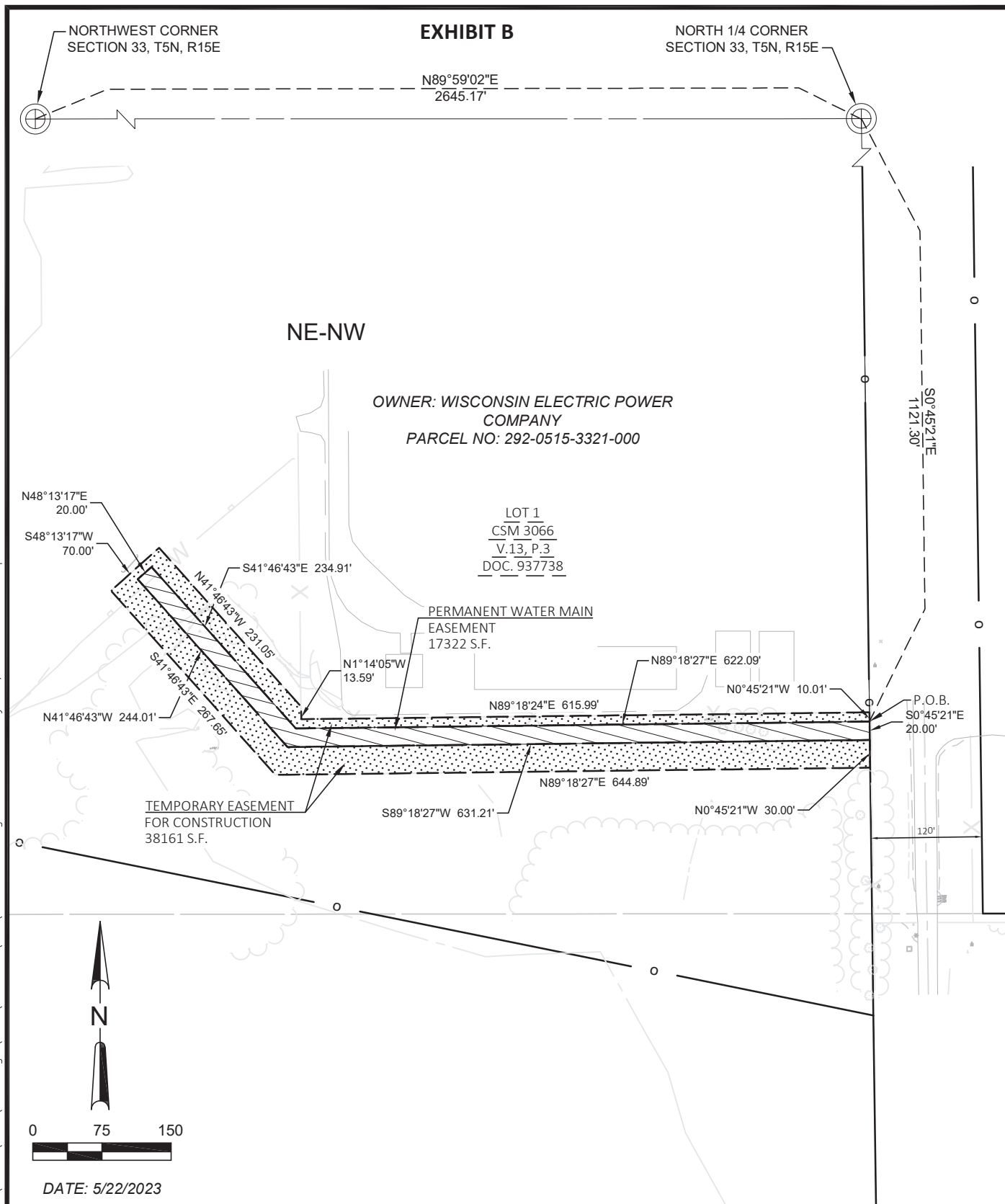
Commencing at the North quarter corner of said Section 33;
Thence South 00° 45' 21" East, 1121.30 feet along the east line of said Northeast 1/4 of the Northwest 1/4
of Section 33 to the point of beginning;

North 00° 45' 21" West, 10.01 feet along said east line;
South 89° 18' 24" West, 615.99 feet;
North 01° 14' 05" West, 13.59 feet;
North 41° 46' 43" West, 231.05 feet;
South 48° 13' 17" West, 70.00 feet;
South 41° 46' 43" East, 267.65 feet;
North 89° 18' 27" East, 644.89 feet to said east line;
North 00° 45' 21" West, 30.00 feet along said east line;
South 89° 18' 27" West, 631.21 feet;
North 41° 46' 43" West, 244.01 feet;
North 48° 13' 17" East, 20.00 feet;
South 41° 46' 43" East, 234.91 feet;
North 89° 18' 27" East, 622.09 feet to the point of beginning.

Containing 38161 square feet, more or less.

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

File: S:\MAD\1400--1499\1407\131\Drawings\CAD\Civil 3d\RW\Easement.dwg Time: May 22, 2023 -- 12:55pm



PERMANENT & TEMPORARY WATER MAIN EASEMENTS
PART OF LOT 1 OF CSM 3066
LOCATED IN PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4
SECTION 33, TOWNSHIP 5 NORTH, RANGE 15 EAST
CITY OF WHITEWATER, JEFFERSON COUNTY, WISCONSIN



EXHIBIT A

1407.131



Public Works Agenda Item

Meeting Date: July 11, 2023

Agenda Item: 4e. Ann Street Speed Bumps

Staff Contact (name, email, phone): Brad Marquardt, bmarguardt@whitewater-wi.gov, 262-473-0139

BACKGROUND

(Enter the who, what when, where, why)

At a recent Council meeting, a resident on Ann Street complained about speeding on Ann Street and the possibility of adding speed bumps. The Police Department set up the traffic speed board for Eastbound traffic from June 9 to June 21. Data was collected from a total of 1,732 vehicles. The posted speed is 25 mph. From the data, 1,303 vehicles (75%) were at or below the speed limit. The 85% Percentile, the percentile which the speed limit should be set to, was 27 mph. Of the 429 vehicles over the limit, 416 were within 10 mph of the speed limit, and 13 vehicles were clocked at more than 35 mph.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

N/A

FINANCIAL IMPACT

(If none, state N/A)

N/A

STAFF RECOMMENDATION

Based on the collected data, speed does not seem to be out of line with the posted speed limit. Staff would not recommend the installation of speed bumps.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

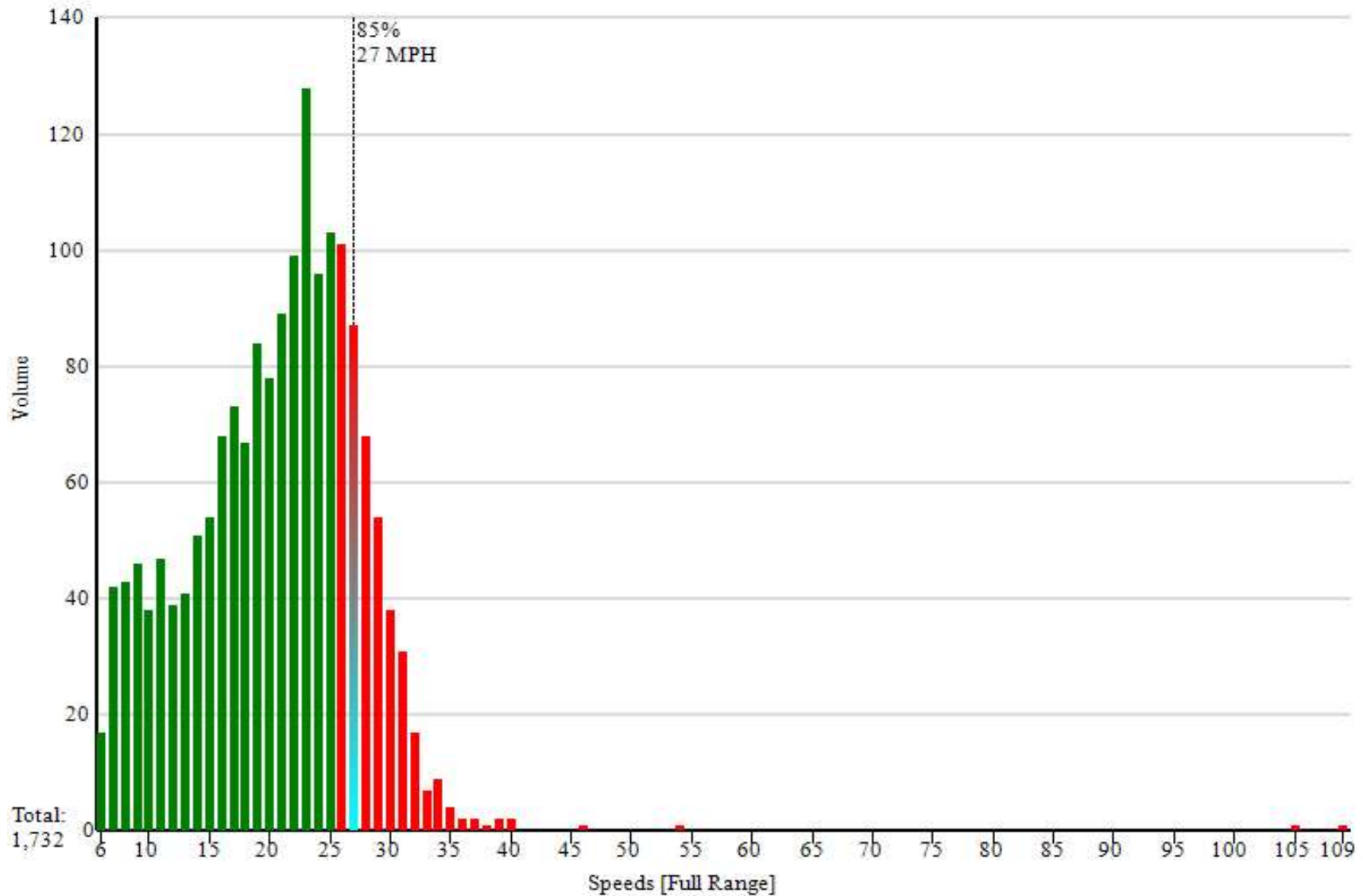
1. W Ann Speed and Volume Graph
2. W Ann Survey Summary

Place Currently Not Set
Speed/Volume Graph

Location: W Ann St
Dates: 06/09/2023 to 06/21/2023
85th Percentile: 27 MPH

Zone: Residential
Speed Limit: 25 MPH

Travel Direction: E



Place Currently Not Set

Traffic Survey Summary

Location: W Ann St
Start Date: 06/09/2023
End Date: 06/21/2023

Zone: Residential
Start Time: 13:27:49
End Time: 13:01:46
Travel Direction: E

Speed	1 - 19	20 - 21	22 - 23	24 - 25	26 - 27	28 - 29	30 - 31	32 - 33	34 - 35	36 - 37	38 - 39	40 - 999
Volume	710	167	227	199	188	122	69	24	13	4	3	6
% of Total	40.99%	9.64%	13.1%	11.48%	10.85%	7.04%	3.98%	1.38%	0.75%	0.23%	0.17%	0.34%
									Total Vehicles: 1732			

Speed Statistics		10 MPH Pace		Number Exceeding Limit				
Posted	25	Pace Speed	19 to 28	Speed	25+	35+	45+	Total
#At/Under Limit	1303	# in Pace	933	Number	416	9	4	429
# Over Limit	429	% in Pace	53.86%	Percent	24.01%	0.51%	0.23%	24.76%
Average Speed	20.53	85% Percentile	27					



Public Works Agenda Item

Meeting Date: July 11, 2023

Agenda Item: 4f. 48 Hour On-Street Parking Limit/Motor Home and Trailer Parking

Staff Contact (name, email, phone): Brad Marquardt, bmarguardt@whitewater-wi.gov, 262-473-0139

BACKGROUND

(Enter the who, what when, where, why)

Aldersperson Allen asked for this item to be on the agenda for review. Chapter 11.16.040 – Forty-eight hour on-street parking limit states, “It is unlawful to park any vehicle for a period longer than forty-eight hours on any street, alley, or in any public parking lot not otherwise restricted as to parking time.” The ordinance does not state however as to how far a vehicle must be “moved” to satisfy not being parked for longer than forty-eight hours.

The ordinance pertaining to motor homes, trailers, campers, etc. is 19.51.180 and is attached.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

N/A

FINANCIAL IMPACT

(If none, state N/A)

N/A

STAFF RECOMMENDATION

Staff has no recommendation at this time.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Motor Home-Trailer Parking

19.51.180 - Truck, trailer, mobile home and equipment parking restrictions.

No truck, commercial trailer, house or camper trailer, motor home, boat trailer, trailers for all terrain vehicles (ATVs) or snowmobiles, or other vehicular equipment or implements of a commercial, agricultural or industrial nature, shall be parked regularly in any zoning district other than B-1, B-3, M-1 and AT districts, except as hereinafter specifically provided for as follows:

- A. One panel or pickup truck, exceeding three-quarter ton but not exceeding one and one-half tons, shall be permitted;
- B. The unenclosed parking of either one unoccupied house trailer, motor home, or one unoccupied camp trailer in the side and rear yard, provided that the motor home, house trailer or camp trailer is parked at least five feet from the lot lines; motor homes shall also abide by all restrictions relating to motor vehicle parking;
- C. Camper trailers and boats shall be permitted to park in front yards for the purposes of loading, unloading and servicing for a period of three days;
- D. Boat trailers, trailers for all terrain vehicles (ATVs) or snowmobiles, and all other private residential-type trailers shall be permitted to park in the side and rear yard only.
- E. The neighborhood services manager may issue a permit to a person with a disability allowing a boat (twenty-five feet or less in length) and a boat trailer to be parked in the front yard driveway of their residence from April through November. A person shall be considered a person with a disability if they have been issued a current disabled parking identification permit by the Wisconsin Department of Transportation. In addition, an individual shall be considered a person with a disability if they provide the neighborhood services manager with a statement by a health care specialist verifying that the party needs a front yard boat parking permit, for a stated period of time, to allow that person reasonable access to their boat and trailer.

(Ord. No. 1914A, 2-18-2016)



Public Works Agenda Item

Meeting Date: July 11, 2023

Agenda Item: 4g. Building Maintenance and Repair Standards

Staff Contact (name, email, phone): Brad Marquardt, bmarguardt@whitewater-wi.gov, 262-473-0139

BACKGROUND

(Enter the who, what when, where, why)

Aldersperson Allen asked for this item to be on the agenda for review, particularly in regards to houses being properly sided. Chapter 14.05 of the Municipal Code refers to the required building maintenance and repair standards. However, it does not specifically refer to the appearance of the outside of a house other than "Every exterior wall shall be free of deterioration, holes, breaks, loose or rotting board or timbers".

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

N/A

FINANCIAL IMPACT

(If none, state N/A)

N/A

STAFF RECOMMENDATION

Staff has no recommendation at this time.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Building Maintenance and Repair Standards.

Chapter 14.05 - BUILDING MAINTENANCE AND REPAIR STANDARDS

Sections:

14.05.010 - Legislative findings.

The common council finds that there exists, and may in the future exist, within the city, buildings or structures that are likely to affect, by reason of their maintenance or lack of maintenance, the health, safety and general welfare of the citizens of this community. It is declared that there is a need for the establishment of certain standards relating to the maintenance and repair of buildings, structures and surrounding areas. It is further declared that failure to maintain buildings and surrounding areas in a reasonable state of repair affects the value of other properties in the area, and adversely affects the environment and living conditions in the area.

(Ord. 1217 (9/17/91) §1(part), 1991).

14.05.020 - Purpose.

- (a) It is the purpose of this chapter to improve and/or protect the visual image of the city.
- (b) It is also the purpose of this chapter to establish and enforce health, safety and welfare standards in order to promote the general welfare of the people.

(Ord. 1217 (9/17/91) §1(part), 1991).

14.05.030 - Applicability.

- (a) The provisions of this chapter shall apply uniformly to the maintenance, use and occupancy of all buildings, structures and premises within the jurisdiction of the city irrespective of when originally constructed or rehabilitated.
- (b) However, any legally established use or structure existing prior to the effective date of this title that does not conform with the provisions of this title because of size of rooms, size of windows, height of ceilings or other basic structural dimensions shall be considered a legal nonconforming use under the provisions of Chapter 19.60 of this code. However, such nonconforming use of the structure shall not be extended, enlarged, moved or structurally altered except when required to do so by law or order, or so as to comply with the provisions of this title. Normal maintenance is permitted. This provision shall not be interpreted to disallow the extension or enlargement of a structure in respect to those dimensions that are or may still be in conformance with this title so long as such extensions or enlargements do not thereby create additional nonconforming dimensions.

(Ord. 1217 (9/17/91) §1(part), 1991).

14.05.040 - Title.

This chapter shall be known and may be cited as the "property maintenance code."

(Ord. 1217 (9/17/91) §1(part), 1991).

14.05.050 - Warning and disclaimer of liability.

The degree of protection intended to be provided by this chapter is considered reasonable for regulatory purposes. This chapter does not imply that compliance will result in freedom from damages nor shall this chapter create a liability on the part of or a cause of action against the city or any officer or employer for any damage that may result from reliance on this chapter. Lack of enforcement of the standards, rules and regulations contained herein shall not create a liability on the part of the city or its officers and agents notwithstanding the issuance of permits or inspection of the premises.

(Ord. 1217 (9/17/91) §1(part), 1991).

14.05.100 - Definitions.

The following definitions shall apply in the interpretation and enforcement of this chapter. Words and phrases not herein otherwise defined shall have the meanings accepted by common usage in other city and state of Wisconsin Codes and Statutes or the common definition set forth in a standard dictionary.

- (1) "Accessory use or structure" means a use or detached structure subordinate to the principal use of structure, land, or water and located on the same lot or parcel serving a purpose customarily incidental to the principal use of the principal structure.
- (2) "Appropriate Authority" means that person within the governmental structure of the corporate unit who is charged with the administration of the appropriate code, or their designated representative.
- (3) "Approved" means approved by the local or state authority having such administrative authority.
- (4) "Building Inspector" means the person vested with the authority and responsibility by the city to enforce this chapter.
- (5) "Central heating system" means a single system supplying heat to one or more dwelling unit(s) or more than one rooming unit.
- (6) "Chimney" means a vertical masonry shaft of reinforced concrete, or other approved noncombustible, heat-resisting material enclosing one or more flues, for the purpose of removing products of combustion from solid, liquid or gaseous fuel.

- (7) "Dwelling" means any enclosed space wholly or partly used or intended to be used for living and sleeping, whether or not cooking and eating facilities are provided; manufactured housing and modular construction, which conform to nationally accepted industry standards and used or intended for use for living and sleeping purposes shall be classified as dwellings. (See definition of "unit").
- (8) "Flush water closet" means a toilet bowl which is flushed with water which has been supplied under pressure and equipped with a water-sealed trap under the floor level.
- (9) "Grade" means the average finished level of the adjacent ground.
- (10) "Guest" means an individual who shares a dwelling unit in a nonpermanent status for not more than thirty days in a six-month period.
- (11) "Habitable room" means a room or enclosed floor area used or intended to be used for living or sleeping purposes excluding bathrooms, water closet compartments, basement laundries, furnace rooms, utility rooms of less than fifty square feet of floor space, communicating corridor stairways, closets, storage spaces, unheated areas and workshops and hobby areas below ground level.
- (12) "Heated water" means water heated to a temperature of not less than one hundred ten degrees at the outlet.
- (13) "Occupant" means any individual having possession of a premises or any individual over one year of age, living, sleeping, cooking or eating in or having possession of a dwelling unit; except that in dwelling units a guest shall not be considered an occupant.
- (14) "Operator" means any person who has charge, care, control, or management of a building, or part thereof, in which building units are let.
- (15) "Owner" means any person who, alone or jointly or severally with others:
 - (A) Has legal title to any premises, building, or building unit, with or without accompanying actual possession thereof; or
 - (B) Has charge, care or control of any premises, building, or building unit, as owner or agent of the owner, or an executor, administrator, trustee or guardian of the estate of the owner. Any such person thus representing the actual owner shall be bound to comply with the provisions of this chapter and of rules and regulations adopted pursuant thereto, to the same extent as if he were the owner.
- (16) "Person" means and includes any individual, firm, corporation, association, partnership, cooperative or governmental agency.
- (17) "Plumbing" means and includes all of the following supplied facilities and equipment: gas pipes, gas burning equipment, water pipes, garbage disposal units, waste pipes, water closets, sinks, installed dishwashers, lavatories, bathtubs, shower baths, installed clothes-

washing machines, catchbasins, drains, vents and any other similar supplied fixtures, and the installation thereof, together with all connections to water, sewer, or gas lines.

- (18) "Premises" means a platted lot or part thereof or unplatted lot or parcel of land or plat of land, either occupied or unoccupied by a dwelling or nondwelling structure, and includes any such building or part thereof, accessory structure or other structure thereon.
- (19) "Privacy" means the existence of conditions which will permit an individual or individuals to carry out an activity commenced without interference, either by sight or sound by other individuals.
- (20) "Rodent and/or animal pest-proofing" means a form of construction which will prevent the ingress or egress of rodents and/or animal pests to or from a given space of building, or from gaining access to food, water, or harborage. It consists of the closing and keeping closed of every opening in foundations, basements, cellars, exterior and interior walls, ground or first floors, roofs, sidewalk gratings, sidewalk openings, and other places that may be reached and entered by rodents and/or animal pests by climbing, burrowing or other methods, by the use of materials impervious to rodent-gnawing and other methods.
- (21) "Supplied" means paid for, furnished by provided by, or under the control of the owner, operator, or agent.
- (22) "Unit" means a room or group of rooms located within a building forming a single habitable or business unit or any other part of a premise controlled by another.

(Ord. 1217 (9/17/91) §1(part), 1991).

14.05.200 - Responsibilities of owners and occupants.

- (a) No owner or individual shall occupy or let to another individual any premises or premises unit unless it is safe, clean, sanitary and complies with all applicable legal requirements of the state and the city.
- (b) Every owner of a premises containing two or more dwelling units shall be responsible for maintaining, in a clean and sanitary condition, the shared or public areas of the premises thereof.
- (c) Every occupant of a premises or premises unit shall maintain in a clean and sanitary condition that part or those parts of the premises or premises unit that he/she occupies and controls. Vacant premises shall be maintained in a clean and sanitary condition by the owner.
- (d) Every occupant of a premises or premises unit shall store and dispose of all his/her rubbish in a clean, sanitary and safe manner, and comply with the provisions of Chapter 8.24 "Rubbish" and Chapter 8.28 "Garbage and Rubbish Collection" of this code.
- (e) Every rental dwelling unit shall have storm or thermal windows in season and have window screens providing ventilation except where there is supplied some other device affording adequate ventilation which is approved by the appropriate authority.

- (f) Every occupant of a premises containing a single unit shall be responsible for the extermination of insects, rodents and/or animal pests on the premises; and every occupant of a premises unit in a premises containing more than one premises unit shall be responsible for such extermination whenever his premises unit is the only one infested. Notwithstanding the foregoing provisions of this subsection, whenever infestation is caused by failure of the owner to maintain a premises in a reasonably insect, rodent and/or animal pestproof condition, extermination shall be the responsibility of the owner. Whenever infestation exists in two or more of the premises units in any premises or in the shared or public parts of any premises containing two or more premises units, extermination thereof shall be the responsibility of the owner.
- (g) Owners or occupants of a premises or premises unit shall comply with the provisions of Chapter 7.48 "Storing Junk on Property" of this code.
- (h) Every occupant of a premises unit shall keep all installed heating, ventilating, electrical and plumbing fixtures in a clean, sanitary and operable condition and shall be responsible for the exercise of reasonable care in the proper use and operation thereof.
- (i) In every dwelling unit when the control of the supplied heat is the responsibility of a person other than the occupant, a temperature of at least sixty-seven degrees Fahrenheit shall be maintained in all habitable rooms, bathrooms, and water closet compartments at a distance of forty-eight inches above the floor level, under average minimum winter temperatures.
- (j) Every owner, operator, occupant of any premises or vehicle operator shall comply with the provisions of Chapters 19.51 "Traffic Parking and Access" of this code.
- (k) Every owner or occupant of any premises shall comply with the provisions of Chapter 7.22 governing the cutting of grass and noxious weeds.
- (l) Every owner, operator, or occupant of any premises shall comply with the provisions of Chapters 7.20 and 19.57 prohibiting noise pollution, air pollution, and noxious odors.
- (m) Every owner, operator or occupant of any premises shall comply with the provisions of Chapter 12.20 of this code pertaining to the maintenance of sidewalks fronting their property.
- (n) No owner, operator or occupant of a building, building unit, or premises shall suffer, permit or allow any condition which may be dangerous to young children because of their inability to appreciate peril and may reasonably be expected to attract them to premises.
- (o) Every owner, operator or occupant of any premises shall comply with the provisions of Chapter 5.56 of this code, restricting the storage of junked, disassembled, inoperable or unlicensed vehicles.

(Ord. 1217 (9/17/91) §1(part), 1991).

14.05.300 - Minimum standards for basic equipment and facilities.

No person shall occupy as owner, occupant or let to another for occupancy, any dwelling or dwelling unit, for the purposes of living, sleeping, cooking or eating therein, which does not comply with the following requirements:

- (1) Every dwelling unit having a kitchen or kitchenette shall be equipped with the following:
 - (A) A kitchen sink in good working condition and properly connected to a water supply system which is approved by the appropriate authority and which provides at all times an adequate amount of heated and unheated running water under pressure, and which is connected to an approved sewer system.
 - (B) Cabinets and/or shelves for the storage of eating, drinking and cooking equipment and utensils and of food that does not under ordinary summer conditions require refrigeration for safekeeping; and a counter or table for food preparation; said cabinets and/or shelves and counter or table shall be of sound construction furnished with surfaces that are easily cleanable and that will not impart any toxic or deleterious effect to food.
 - (C) A stove or similar device for cooking food, and a refrigerator or similar device, for the safe storage of food at temperatures less than fifty degrees Fahrenheit but more than thirty-two degrees Fahrenheit, which are properly installed with all necessary connections for safe, sanitary and efficient operation; provided that such stove, refrigerator and/or similar devices need not be installed when a dwelling unit is not occupied. Repair, maintenance and replacement of the appliances shall be the responsibility of the owner of the appliance.
- (2) Within every dwelling unit there shall be a non-habitable room which affords privacy to anyone within said room and which is supplied with a flush water closet in good working condition and within every dwelling unit let to another there shall be one such closet for each ten persons or fraction thereof. Said flush water closet shall be equipped with easily cleanable surfaces, and shall be connected both to a water system that at all times provides an adequate amount of running water under pressure to cause the water closet to be operated properly, and to a sewer system which is approved by the appropriate authority.
- (3) Within every dwelling unit there shall be a lavatory sink. Said lavatory sink, may be in the same room as the flush water closet, or if located in another room, the lavatory sink shall be placed in close proximity to the door leading directly into the room in which said water closet is located. The lavatory sink shall be in good working condition and properly connected to a water supply system which is approved by the appropriate authority and which provides at all times an adequate amount of heated and unheated running water under pressure, and which is connected to a sewer system approved by the appropriate authority.

(4)

Within every dwelling unit there shall be a room which affords privacy to a person within said room and which is equipped with a bathtub or shower in good working condition. Said bathtub or shower may be in the same room as flush water closet or in another room and shall be properly connected to a water supply system which is approved by the appropriate authority and which provides at all times an adequate amount of heated and unheated water under pressure.

- (5) Every dwelling unit in a one-story or two-story dwelling shall have at least two approved means of egress leading to a safe and open space at ground level. Every dwelling unit in a multiple dwelling shall have immediate access to two or more approved means of egress leading to a safe and open space at ground level, or as otherwise permitted by the laws of this state and the city.
- (6) All stairway landings, platforms, roof decks or similar elevations or depressions more than two feet above or below adjacent grade or floor level shall have a guard rail on the open sides thereof, at least thirty-six inches in height, with an intermediate rail at midheight or vertical rails at eleven inches maximum spacing on center. Stairways on the outside of buildings and an integral part thereof, having more than three risers, shall have a handrail on each side. Alternate systems providing at least the same degree of protection, approved by the appropriate authority shall be acceptable.
- (7) Access to or egress from each dwelling unit shall be provided without passing through any other dwelling or dwelling unit, except common areas provided for such purpose.
- (8) No person shall let to another for occupancy any dwelling or dwelling unit unless each exterior door of the dwelling unit is equipped with a safe, functioning locking device.

(Ord. 1217 (9/17/91) §1(part), 1991).

14.05.310 - Minimum standards for light, ventilation and electricity.

No person shall occupy as owner, occupant, or let to another for occupancy, any dwelling unit, for the purpose of living therein, which does not comply with the requirements of this section.

- (1) Every habitable room shall have at least one window or skylight facing outdoors; provided, that if connected to a room or area used seasonally (e.g., porch), then adequate daylight must be possible through this interconnection. The minimum total window or skylight area, measured between stops, for such room shall be at least eight percent of the floor area.
- (2) Fifty percent of the minimum window area size or minimum skylight type of window size, as required in subsection 1 of this section, shall be easily opened except where there is supplied some other device affording adequate ventilation which is approved by the appropriate authority.
- (3)

Every bathroom and water closet compartment and nonhabitable room used for food preparation shall comply with the light and ventilation requirement for habitable rooms contained in this section except that no window or skylight shall be required in such rooms if they are equipped with a ventilation system in working condition which is approved by the appropriate authority.

- (4) Every dwelling unit and all public and common areas shall be supplied with electric service, outlets, and fixtures which shall be properly installed and maintained in good and safe working condition and connected to a source of electric power in a manner prescribed by the ordinances, rules, and regulations of the city. The minimum capacity of such services and the minimum number of outlets and fixtures shall be as follows:

(A) Floor or Wall Type Electrical Outlets.

- (i) Kitchen. One floor or wall electrical outlet for each sixty square feet or fraction thereof of total floor area and in no case less than three such outlets;
- (ii) Bedroom, Living Room, Dining Room. Two floor or wall type electric outlets for the first ninety-nine square feet or fraction thereof and an additional outlet for each additional fifty square feet or fraction thereof;
- (iii) Bathroom, Water Closet Compartment, Utility Room and Workshop. One floor or wall type electric outlet for each room.

- (B) Electric Light Fixtures. Every bathroom water closet compartment, kitchen, kitchenette, laundry room, furnace room, utility room, foyer, communicating corridor, and interior stairway, shall contain at least one electric light fixture with convenient switches or equivalent devices for turning on one light in each room or passageway located so as to permit the area ahead to be lighted.

- (5) Every public hall and stairway in every multiple dwelling containing more than three units shall be adequately lighted by natural or electric light at all times. Every public hall and stairway in structures containing not more than three dwelling units may be supplied with conveniently located light switches controlling an adequate lighting system which may be turned on when needed instead of fulltime lighting.
- (6) However, any legally established electrical fixtures and outlets or arrangement of electrical fixtures and outlets existing prior to the effective date of this title shall be considered a legal nonconforming use under the provisions of Chapter 19.60 of this code.

(Ord. 1217 (9/17/91) §1(part), 1991).

14.05.320 - Minimum heating standards.

No person shall occupy as owner, occupant, or let to another for occupancy, any dwelling or dwelling unit for the purpose of living therein which does not comply with the following requirements:

- (1)

Every dwelling shall have heating facilities which are properly installed and are maintained in safe and good working condition and are capable of safely and adequately heating all habitable rooms, bathrooms, and water closet compartments in every dwelling unit located therein to a temperature of at least sixty-seven degrees Fahrenheit at a distance of forty-eight inches above floor level under average minimum winter temperature.

- (2) No owner or occupant shall install, operate or use a means of heating employing a flame that is not vented outside the structure in an approved manner.

14.05.330 - General requirements relating to safe and sanitary maintenance of premises.

No person shall occupy as owner, occupant, or let to another for occupancy, a premises or premises unit which does not comply with requirements of the applicable Wisconsin Administrative Code regarding safe and sanitary maintenance of parts of buildings and with the following requirements:

- (1) Every exterior wall shall be free of deterioration, holes, breaks, loose or rotting board or timbers.
- (2) Structures that are finished with paint or stain should have paint or stain applied as necessary to maintain exterior building surfaces. When the building has more than thirty percent deterioration of its finished surface due to peeling or chipping on any wall, that entire wall shall be painted or stained. Such painting and staining shall be completed within ninety days from the date of the first application.
- (3) All exterior cornices, moldings, lintels, sills, oriel windows, and similar projections shall be kept in good repair and free from cracks and defects which make them hazardous or unsightly.
- (4) Roof surfaces shall be tight and have no defects which admit water. All roof drainage systems shall be secured and properly hung.
- (5) Chimneys, antennas, air vents and other similar projections shall be structurally sound and in good repair. Such projections shall be secured properly, where applicable, to an exterior wall or exterior roof.
- (6) Every yard, court, passageway, driveway and other portion of the lot on which the dwelling stands shall be graded and drained so as to comply with Section 19.57.110 of this code. Driveways shall be maintained in good repair to avoid an unsightly nuisance such as potholes.
- (7) Every window, exterior door and hatchway or similar device shall be rodentproof and reasonably watertight and weathertight and shall be kept in working condition and good repair.
- (8) Every premises shall be maintained in a ratfree and ratproof condition.
- (9)

All fences provided by the owner or agent on the premises and/or all fences erected or caused to be erected by an occupant shall be constructed of manufactured metal fencing material, wood, masonry, or other inert material. Such fences shall be maintained in good condition. The permissible height and other characteristics of all fences shall conform to the appropriate statutes ordinances, and regulations of the city and the state. Wherever any egress from the premises opens into the fenced area, there shall be a separate means of egress from the fenced area.

- (10) Accessory structures present or provided by the owner, agent or tenant occupant on the premises shall be structurally sound and be maintained in good repair. The exterior of such structures shall be made weather-resistant through the use of decay-resistant materials or the use of paint or other preservatives.
- (11) Every foundation, roof, floor, exterior and interior wall, ceiling, inside and outside stair, every porch, and every appurtenance thereto shall be safe to use and shall be kept in sound condition and good repair. Every inside and outside stair or step shall have uniform risers and uniform treads. Floors shall not be loaded beyond a safe load.
- (12) Every plumbing fixture and all water and waste pipes shall be properly installed and maintained in good sanitary working condition. No owner, operator or occupant of any premises shall permit or allow to remain any connection of roof leaders, surface drains, foundation footing drains, or any other clear water drains to a building sewer or drain which discharges into a sanitary sewer or private sewage treatment facility. Cross-connections of water lines are prohibited. Connection to the potable water supply system of any fixture or installation creating a backflow or backsiphonage hazard, without backflow or backsiphonage protection as approved by the appropriate authority, is prohibited.
- (13) No owner, operator or occupant shall cause without proper authority any service, facility, equipment or utility, which is required under this chapter, to be removed or shut off from or discontinued from any occupied dwelling or dwelling unit let or occupied by him, except for such temporary interruption as may be necessary while actual repairs or alterations are in progress or during temporary emergencies when discontinuance of services is necessary for safety reasons.

(Ord. 1217 (9/17/91) §1(part), 1991).

14.05.340 - Maximum density, minimum space, use and location requirements.

No person shall occupy or let to be occupied any dwelling or dwelling unit for the purpose of living therein unless there is compliance with the requirements of this section.

- (1) The maximum occupancy of any dwelling let to another shall be limited by the following requirement: for each occupant at least one hundred twenty-five square feet of floor space, the floor space to be calculated on the basis of total habitable room area. "Occupant" shall

not include any person under eighteen years of age, for the purpose of this subsection.

- (2) The ceiling height of any habitable room shall be at least seven feet, except that in any habitable room under a sloping ceiling at least one-half of the floor area shall have a ceiling height of at least seven feet and the floor area of that part of such room where the ceiling height is less than five feet shall not be considered as part of the floor area in computing the total floor area of the room for the purpose of determining the maximum permissible occupancy.
- (3) No space located partially below grade shall be approved for use as a habitable room of a dwelling unit unless:
 - (A) The floor and those portions of the walls are of waterproof and dampproof construction;
 - (B) The minimum window area is equal to at least as required in Section 14.05.310 of this chapter and such window area is located entirely above the grade of the ground adjoining such window area, or if windows are located wholly or partly below grade, there be constructed a properly drained window well whose open area is equal to or greater than the area of the masonry opening for the window; the bottom of the window well is below the top of the impervious masonry construction under the window and the minimum horizontal distance at a right angle from any point of the window well is equal to or greater than the vertical depth of the window well as measured from the bottom of the opening for the window;
 - (C) The total openable window area in each room is equal to at least the minimum as required under Section 14.05.310 of this chapter, except where some other approved devices affording adequate ventilation and humidity control are supplied;
 - (D) There are no pipes, ducts or other similar obstructions less than six feet eight inches above the floor level which interfere with the normal use of the room or area.
- (4) In every dwelling unit of two or more rooms, every room occupied for sleeping purposes shall contain at least fifty-three square feet of floor space for each occupant thereof. Every room for sleeping purposes shall have immediate passage to at least four square feet of floor-to-ceiling height closet space for personal effects of each permissible occupant; if it is lacking, in whole or in part, an amount of space equal in square footage to the deficiency shall be subtracted from the area of sleeping room space used in determining permissible occupancy. For each occupant at least one hundred twenty-five square feet of floor space, the floor space to be calculated on the basis of total habitable room area. Occupant shall not include any person under eighteen years of age, for the purpose of this subsection.
- (5) No dwelling or dwelling unit containing two or more sleeping rooms shall have such room arrangements that access to a bathroom or water closet compartment intended for use by occupants of more than one sleeping room can be had only by going through another

sleeping room, nor shall room arrangements be such that access to a sleeping room can be had only by going through another sleeping room. A bathroom or water closet compartment shall not be used as the only passageway to any habitable room, hall, basement, or cellar or to the exterior of the dwelling unit.

(Ord. 1217 (9/17/91) §1(part), 1991).

14.05.400 - Powers and duties of the building inspector.

- (a) The building inspector shall enforce the provisions of this chapter and is authorized and directed to make inspections when he has valid reason to believe that a violation of this chapter or any rules and regulations pursuant thereto has been or is being committed.
- (b) For the purpose of making exterior inspections, the building inspector is authorized to examine and survey at all reasonable times during daylight hours the exterior portion of all buildings, structures or premises. Every owner or occupant shall give the building inspector free access to any said premises.
- (c) The building inspector may require any complainant reporting a violation of this chapter to submit the report in writing.
- (d) The building inspector or his designated representative having probable cause to believe a violation of this chapter exists, shall have authority to enter the interior of any such premises after at least a twenty-four-hour written notice has been given to the owner, or his agent and the occupant requesting an appointment for such entry and inspection. If, after such notice is given, access is denied by both the owner and occupant, the building inspector may apply to the Circuit Court for a special inspection warrant.

(Ord. 1217 (9/17/91) §1(part), 1991).

14.05.410 - Enforcement procedures.

Whenever the building inspector determines that there is a violation of any provision of this chapter, notice of such violation shall be given to the person or persons responsible therefor, which shall:

- (1) Be in writing;
- (2) Indicate the nature of the violation(s);
- (3) Be served upon the owner or his/her agent, and the occupant or operator(s), as the case may require. Such notice shall be deemed to be properly served upon such owner, or his/her agent, and occupant, or operator, if a copy thereof is:
 - (A) Served upon him/her personally, or
 - (B) Sent by registered or certified mail to his/her last known address, and posted in a conspicuous place in or about the building or structure affected by notice;
- (4)

State a reasonable amount of time, generally within thirty days, but not to exceed sixty days, unless there are extraordinary circumstances involved, to correct or abate the violation;

- (5) Advise the person served of the right to request a hearing before the board of zoning appeals to appeal the building inspector's order and that the notice shall become an order of the building inspector ten days after service unless such a hearing is requested.

(Ord. 1217 (9/17/91) §1(part), 1991).

14.05.420 - Repairs and other corrective action.

- (a) Whenever an owner, operator or agent of a premises or premises unit fails, neglects or refuses to make repairs, raze or remove, make safe by repairs or other corrective action called for, the building inspector may undertake such repairs or action when in the building inspector's judgment a failure to make them will endanger the public health, safety or welfare. If the owner fails to repair or remove a building which is dilapidated or blighted to the extent that such building, dwelling, or structure offends the aesthetic character of the immediate neighborhood or produces blight or deterioration by reason of such condition the building inspector may apply to the Circuit Court for an order determining that such building, dwelling, or structure constitutes a public nuisance and the defect shall be remedied.
- (b) A separate notice of intention to make repairs or take other corrective action shall be served upon the owner, operator or agent pursuant to Section 14.05.410.
- (c) Every owner, occupant, operator or agent of a premises or premises unit who has received notice of the intention of the building inspector to make repairs or take other corrective action shall give entry and free access to the agent of the building inspector for the purpose of making such repairs. Any owner, occupant, operator or agent of a dwelling or dwelling unit who refuses, impedes, interferes with, hinders, or obstructs entry to the premises pursuant to notice of intention to make repairs or take other corrective action shall be subject to a civil penalty of a minimum of one hundred dollars plus court costs for each day said party fails to comply with this section.
- (d) When repairs are made or other corrective action taken at the direction of the building inspector and the owner, operator or occupant fails to pay for the expense of such repairs, the cost of such repairs and corrective action may be levied and collected as a special charge or special tax upon the lot or land on which such work is done.

(Ord. 1217 (9/17/91) §1(part), 1991).

14.05.430 - Applications for reconsideration, hearings and appeals.

- (a) Hearings.
 - (1)

Any person who receives a notice from the building inspector issued in connection with any alleged violation of the provisions of this chapter or of any applicable rules and regulations pursuant thereto or any order requiring repair or demolition pursuant thereto or any order requiring repair or demolition pursuant to Section 14.05.410 of this chapter, may file with the city clerk of the city a petition to the board of zoning appeals for a hearing setting forth his/her reasons for contesting the notice or order.

- (2) Such petition shall be filed with the city clerk within ten days after receipt of notice of violation.
 - (3) Upon receipt of a valid petition, the city clerk shall schedule the hearing within twenty days after receipt of the petition and notify the petitioner of the hearing date, time and location.
 - (4) At the hearing, the petitioner shall be given an opportunity to show cause why the notice or order should be modified or withdrawn or why the period of time permitted for compliance should be extended.
 - (5) The board of zoning appeals of the city shall have the power to affirm, modify or revoke the notice or order and may grant an extension of time for the performance of any act required where the board of zoning appeals of the city finds that there is practical difficulty or undue hardship connected with the performance of any act required by the provisions of this chapter or by applicable rules or regulations issued pursuant thereto and that such extension is in harmony with the general purpose of this chapter to secure the public health, safety and welfare.
 - (6) The board of zoning appeals may grant variances from the provisions of this chapter or from applicable rules and regulations issued pursuant thereto when the board of zoning appeals finds that there is practical difficulty or unnecessary hardship connected with the performance of any act required by this chapter and applicable rules and regulations pursuant thereto; that strict adherence to such provisions would be arbitrary in the case at hand; that an extension of time would not provide an appropriate remedy in the case at hand; that such variance is in harmony with the general purpose of this chapter to secure the public health, safety, and welfare.
- (b) Appeals. Any person aggrieved by the final decision of the board of zoning appeals of the city may obtain judicial review by filing in a court of competent jurisdiction within twenty days of the announcement of such decision a petition praying that the decision be set aside in whole or in part. A copy of each petition so filed shall be forthwith transmitted to the board of zoning appeals which shall file with the court a record of the proceedings upon which it based its decision. Upon the filing of such record, the court shall affirm, modify or vacate the decision complained of in whole or in part. The findings of the board of zoning appeals with respect to questions of act shall be sustained if supported by substantial evidence on the record, considered as a whole.

Whenever in the judgment of the building inspector, an emergency exists which requires immediate action to protect the public health, safety or welfare, an order may be issued without notice, conference or hearing, directing the owner, occupant, operator or agent to take appropriate action to correct or abet the emergency. If circumstances warrant, the building inspector may act to correct the emergency.

(Ord. 1217 (9/17/91) §1(part), 1991).

14.05.450 - Penalties.

Any person who is deemed to have notice and any owner, occupant, operator or agent of a building or premises or any person making use of a premises who has received a notice as provided in Section 14.05.410 and who fails, neglects or refuses to comply with, or permits violation of the ordinance provisions set forth in such notice at any time after the specified reasonable consideration period, or any person regardless of notice who fails to conform with these ordinance provisions shall be subject to a forfeiture of a minimum of one hundred dollars plus court costs for each day said party fails to comply with this section.

(Ord. 1217 (9/17/91) §1(part), 1991).

14.05.500 - Conflict of ordinances—Effect of partial invalidity.

- (a) In any case where a provision of this chapter is found to be in conflict with a provision of any zoning, building, fire, safety or health ordinance or code of the city existing on the effective date of the ordinance codified in this chapter, the provision which established the higher protection of the health and safety of the people shall prevail. In any case where a provision of this chapter is found to be in conflict with a provision of any other ordinance or code of the city existing on the effective date of the ordinance codified in this chapter, which established a lower standard for the promotion and protection of the health and safety of the people, the provisions of this chapter shall be deemed to prevail.
- (b) If any section, subsection, paragraph, sentence, clause or phrase of this chapter should be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this chapter which shall remain in full force and effect and to this end the provisions of this chapter are hereby declared to be severable.

(Ord. 1217 (9/17/91) § 1(part), 1991).

14.05.510 - Effective date.

This chapter is effective upon passage and publication as required by law.

(Ord. 1217 (9/17/91) § 1(part), 1991).



Public Works Agenda Item

Meeting Date: July 11, 2023

Agenda Item: 4h. Fremont St Repaving

Staff Contact (name, email, phone): Brad Marquardt, bmarguardt@whitewater-wi.gov, 262-473-0139

BACKGROUND

(Enter the who, what when, where, why)

Fremont Street from Starin Road to Lauderdale Drive is proposed to be reconstructed in 2024. Staff would like to include the remaining portion of Fremont Street from Lauderdale Drive north to Whitewater Creek. The remaining portion is in terrible shape, with the asphalt having a PASER rating of 3, with 10 being the best. It does not have curb and gutter or storm sewer. The water main and sanitary sewer and forcemain are located to the side of the street. This would be an ideal time to include the repaving of this portion of Fremont Street.

The intention would be to pulverize the existing asphalt and base course and pave with new asphalt.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

N/A

FINANCIAL IMPACT

(If none, state N/A)

The estimated cost to repave the remaining portion of Fremont Street is \$270,000. The cost would be included in the overall cost of the Fremont reconstruction project and borrowed for.

STAFF RECOMMENDATION

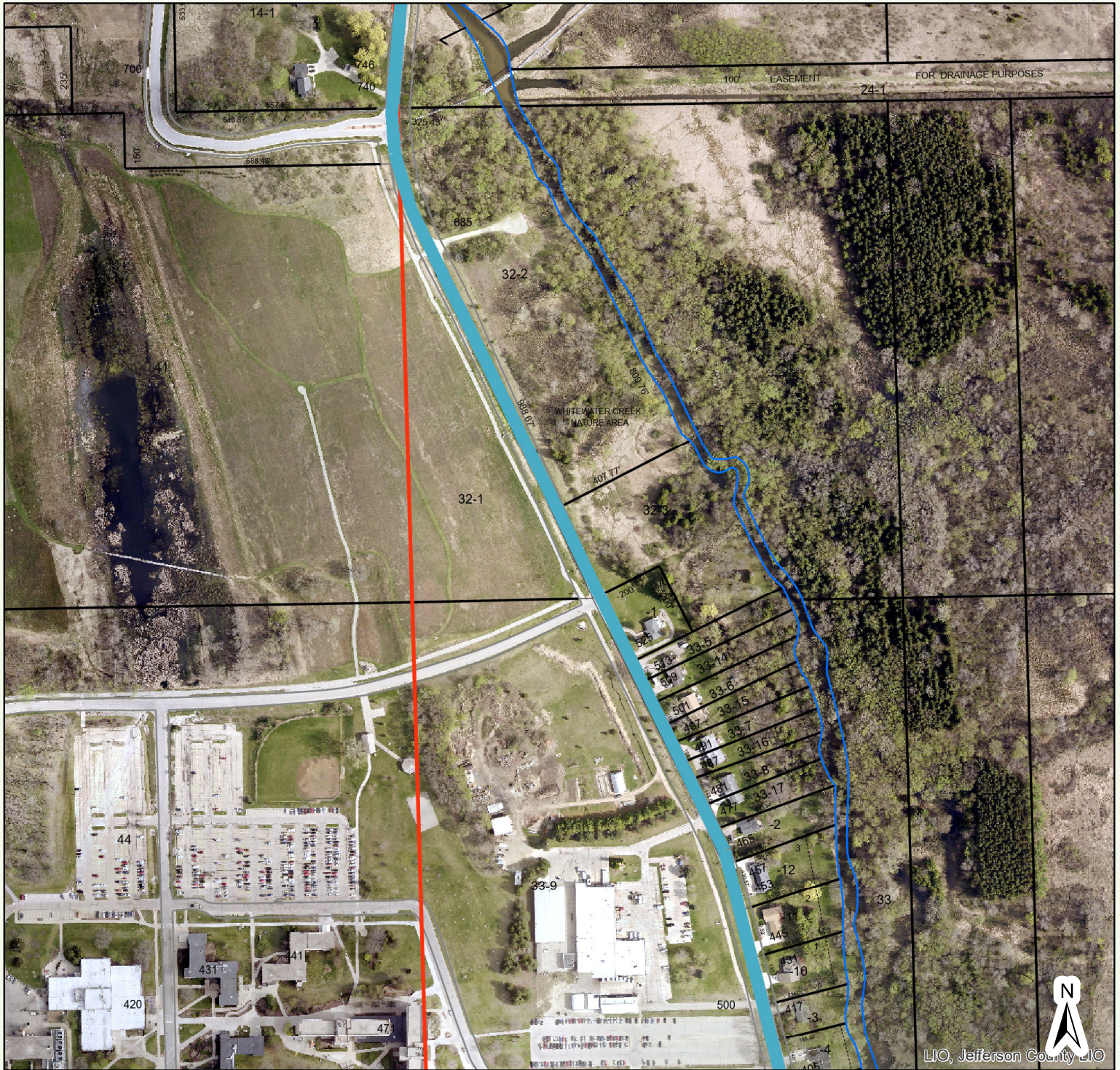
The west side of Fremont Street north of Lauderdale Drive is all University land with the exception of one house. The majority of the east side is the Whitewater Creek Nature Area. While curb and gutter is suggested to be included per our Complete Street ordinance, it is not mandated. There are no issues with flooding on this stretch. Additionally, if curb and gutter was to be installed, the City would have to look at installing a post storm water management system, such as a detention basin. For these reasons, staff is recommending the remaining portion of Fremont Street be pulverized and repaved, and be included as part of the reconstruction project.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Fremont Location Map

Jefferson County Land Information



- | | | |
|--|--|---|
|  Municipal Boundaries |  Road Right of Ways | raster.SDE.ORTHOS_2018 |
| Parcel Lines |  Section Lines |  Red: Band_1 |
|  Property Boundary |  Surface Water |  Green: Band_2 |
|  Old Lot/Meander Lines |  Map Hooks |  Blue: Band_3 |
|  Rail Right of Ways |  Tax Parcel Information | |



Jefferson County Geographic Information System

DISCLAIMER: This map is not a substitute for an actual field survey or onsite investigation. The accuracy of this map is limited to the quality of the records from which it was assembled. Other inherent inaccuracies occur during the compilation process. Jefferson County makes no warranty whatsoever concerning this information.

375 187.5 0 375 Feet
1 inch = 376 feet

Printed on: June 29, 2023

Author: Public User