



COMMON COUNCIL MEETING AGENDA
 City of Whitewater Municipal Building – Community Room
 312 West Whitewater St., Whitewater, WI 53190

Tuesday, August 1, 2023 - 6:30 p.m.

This will be an IN PERSON and a VIRTUAL MEETING

Citizens are welcome (and encouraged) to join us via computer, smart phone, or telephone. Citizen participation is welcome during topic discussion periods.

You are invited to a Zoom webinar.

When: Aug 1, 2023 06:30 PM Central Time (US and Canada)

Topic: Common Council Meeting - August 1, 2023

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/83198282604?pwd=cDdLWjUvTTRqRUQ4UVcwQWercW1BUT09>

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Webinar ID: 831 9828 2604

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Please note that although every effort will be made to provide for virtual participation, unforeseen technical difficulties may prevent this, in which case the meeting may still proceed as long as there is a quorum. Should you wish to make a comment in this situation, you are welcome to call this number:262-473-0108

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

CONSENT AGENDA:

CA-1	Acknowledgement of Receipt and Filing of: Library Committee Minutes from June 19, 2023 Landmarks Committee Minutes from July 06, 2023	P. 1 P. 10
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CITY MANAGER REPORT

STAFF REPORTS:

S-1	Update on businesses operating in the city without a conditional use permit – Neighborhood Services	P. 13
S-3	Campaign Planning Study for Whitewater Aquatic and Fitness Center- Aquatic Center	P. 27

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

To make a comment during this period, or during any agenda item: On a computer or handheld device, locate the controls on your computer to raise your hand. You may need to move your mouse to see these controls. On a traditional telephone, dial *6 to unmute your phone and dial *9 to raise your hand.

ORDINANCES:

First Reading

O-1	Ordinance 2061 an ordinance amending Chapter 2.28 Police and Fire Commission	P. 38
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Second Reading

O-1	Ordinance 2059 an ordinance amending subsection 11.16.150 street index of parking restrictions	P. 45
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CONSIDERATIONS:

C-1	Discussion regarding Library building expansion	P. 47
C-2	Discussion and possible action regarding City Manager evaluation policy	P. 48
C-3	Discussion and possible action regarding water credit practices	P. 68
C-4	Discussion and possible action regarding Tripp and Cravath Lake dredging services bid	P. 73
C-5	Discussion and possible action regarding the appointment of a City of Whitewater representative to the Intergovernmental Cooperation Council of Walworth County	P. 89
C-6	Discussion and possible action regarding copier contract	P. 90
C-7	Discussion and possible action regarding communication center weather radio antenna upgrade	P. 101
C-7	Councilmember Requests for Future Agenda Items or Committee items. Questions	N/A
C-8	CLOSED SESSION. Adjourn to closed session, to reconvene in open session , pursuant to Chapter 19.85(1)(e) “Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.” Items to be discussed: 1) MOU/MSP with UWW 2) Aldi development agreement	N/A
C-9	Discussion and possible action regarding MOU/MSP with UWW	N/A
C-10	Discussion and possible action regarding Aldi development agreement	N/A
C-11	Adjourn	N/A

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

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

Irvin L. Young Memorial
Library Community Room
431 W. Center Street
Whitewater, WI 53190
Monday, June 19, 2023,
6:30 p.m.

MINUTES

1. Call to Order and Roll Call

Present: Sallie Berndt, Brienne Diebolt-Brown, Jennifer Motszko, Alyssa Orlowski, Kathy Retzke, Jaime Weigel

Absent: Doug Anderson

Staff: Stacey Lunsford, Diane Jaroch arrived at 6:36

2. Consent Agenda

MSC Diebolt-Brown/Orlowski to approve the Consent Agenda.

Ayes: Sallie Berndt, Brienne Diebolt-Brown, Jennifer Motszko, Alyssa Orlowski, Kathy Retzke, Jaime Weigel

Nays: None

3. Old Business

3.I. Library Building Project

1. Update on the capital campaign

- Fundraising Campaign Public Phase Kickoff Event: Monday, July 10, 4:30 p.m. - 7:00 p.m.
 - as of today, donations/pledges total \$1,954,365
 - Monday, July 10, 4:30-7:00 open house kickoff, outdoor Jenga game with tent, Diane will show digital offerings, Subway sandwiches with chips cookies and water, renderings, info about 100EW, unveiling of the Bookometer, which should be up to \$2 million by then
 - Still looking at wall tile costs for donators
 - Website will go up on that day with the ability to go to Whitewater Community Foundation link for donations

3.II. Review of The Meeting Room Policy Draft Revisions

Continuing to discuss revisions.

4. New Business

4.I. Mid-Year Review of the 2023 Strategic Plan Activities and Approval Of
2024-2025 City Strategic Plan Activities for The Library

MSC Weigel/Retzke to approve mid-year review of strategic plan as revised.

Ayes: Sallie Berndt, Brienne Diebolt-Brown, Jennifer Motszko, Alyssa Orlowski,

Kathy Retzke, Jaime Weigel

Nays: None

5. Staff & Board Reports ~ attached

6. Board Member Requests for Future Agenda Items - none

7. Confirmation of Next

Meeting July 17,

2023, 6:30 p.m.

8. Adjournment at 7:22 p.m.

Respectfully submitted,

Brienne Diebolt-Brown

Secretary

DIRECTOR'S REPORT

June 19, 2023

I. ADMINISTRATION

- a. Five work orders were submitted in May.
 - i. A staff laptop was not connecting to the VPN.
 - ii. An exterior security light had burned out.
 - iii. The Plexiglas in the Little Free Library was broken out.
 - iv. The printer was adding extra pages with random characters to print jobs.
 - v. Loose carpeting in the staff area needed to be glued back down.
- b. Per Mar performed their annual fire alarm/suppression system inspection. No problems were found.

II. BUDGET

- a. I completed the Capital Improvement Project part of the 2024-2025 budget document.

III. PERSONNEL

- a. None.

IV. LIBRARY COLLECTION

- a. RFID tagging has been completed in adult fiction and adult large print. We are now working on adult nonfiction.

V. PUBLIC AND COMMUNITY RELATIONS

- a. None.

VI. LIBRARY BOARD RELATIONS

- a. None.

VII. LAISING WITH CITY, STATE, COUNTY, AND SYSTEM GROUPS

- a. Cori and I attended a meeting of the librarians using the acquisitions module in Polaris on Thursday, May 25 in Oconomowoc. We learned quite a bit that we will be applying to our workflow.
- b. I worked as event staff at the City Employee Appreciation Picnic on Wednesday, June 14.
- c. I attended the Whitewater Leads meeting on Wednesday, June 14. The library received Culver's gift cards to include in teen subscription book bags when school starts again the fall.
- d. I will have attended the June 16 Alliance of Public Libraries meeting and will report on it at the board meeting.

VIII. PROFESSIONAL DEVELOPMENT

- a. None.

IX. STRATEGIC PLAN

- a. I met with Kelly Davis to discuss the revitalization of the Friends of the Library on Tuesday, May 23. The group of interested volunteers from the 100

Extraordinary Women event are planning a doll and teddy bear tea party later this year.

X. CAPITAL CAMPAIGN

- a. I did a presentation at Seniors in the Park on Tuesday, May 16.
- b. I did a presentation with Jim Winship at the Kiwanis Breakfast meeting on Tuesday, June 6.
- c. I attended a meeting of the Leadership Committee on Wednesday, June 7.
- d. I met with Gayle Stettler on Monday, June 12 to plan the Public Campaign Kickoff event set for July.

Adult Services Report June 2023

Report:

Thanks to the change of seasons we have had more people take an interest in the Wisconsin State Park passes. We have now checked out thirteen passes and will continue to check them out until they are gone.

Bridges Library System is hosting a library scavenger hunt for the summer. Patrons are invited to explore all 24 library locations to collect passport stamps for a chance to win prizes. The program ends August 31st. On June 9th it was reported that a Fort Atkinson patron had visited all 24 libraries in just one week.

Collection Development:

I assembled three book displays for adults for the month of June.

I continue to do monthly weeding in the various adult collections.

Virtual Meetings/Webinars/Training Sessions Attended:

May 10: Bridges Circulation chat to discuss Polaris offline for upcoming system upgrade

May 10: Staff meeting with Stacey, Deana, and Sarah

May 15: Library Board Meeting

May 17: Build Skills & Take Action to Stand Up for Diversity, Equity & Inclusion webinar

May 17: Staff meeting with Stacey, Deana, and Sarah

May 22: Infosec Training: Ransomware

May 22: What is Customer Service training by LinkedIn Learning

May 24: Staff meeting with Stacey and Deana

May 31: City of Whitewater Safety Meeting

May 31: Jefferson County Library Services Board Meeting

June 7: Staff meeting with Stacey, Deana, and Sarah

Youth Educational Services Report May 2023

Upcoming Programs

June 15th: Summer Reading Program begins.

Completed Outreach Events

June 1st: Student Pride Support Night

Homeschool Hangout

Alex Shepard from the Horowitz-DeRemer Planetarium hosted a telescope clinic for our homeschool families. He guided participants through basic telescope function and care. Participants were invited to bring their own telescopes or use one of the library's.

Collection Management

Special orders were placed to upgrade children's nonfiction, series, and Spanish collections.

Meetings and Trainings

May 17th: Build Skills & Take Action to Stand Up for Diversity, Equity, & Inclusion.

May 17th: Staff meeting.

May 22nd: WLA SIG Meeting

May 24th: Staff meeting.

June 6th: Staff meeting.

June 8th: Meeting with Sarah.

June 14th: Staff meeting.

Programming & Makerspace Librarian Report June 2023

Programs:

5/12: Fiber Friday (7)
5/13: Sing, Dance, Thrive w/Noelle Larson (31)
5/15: Spice of the Month Club (60)
5/16: Badger Aces (9)
5/17: Storytime (30)
5/18: Maker Club (13)
Extra seed bomb take/make kits (6)
5/18: Dementia Friends (3)
5/20: WisLUG Lego Showcase (200)
5/22: Mindful Monday Book Club (9)
5/23: Composting 101 (10)
5/25: Little Makers (20)
6/2: Arduino Workshop for Students (6)
6/3: Arduino Workshop for Educators (5)
6/5: Forest Gnome take & make craft for kids (60)
6/5: Dungeons & Dragons (10)
6/6: Smart Spending 101 (5)
6/7: Storytime (24)
6/8: Laundry Soap Making Class (9)
6/13: Getting Started with a Plant-based Diet (8)
6/14: Storytime (29)

Upcoming Programs:

- Summer Reading Program for all ages
- 6/15: Puzzles & Popsicles
- 6/16: Fiber Friday
- 6/17: Sing, Dance, Thrive with Noelle Larson
- 6/19: Maker Club: Solar Prints
- 6/20: Snake Discovery
- 6/21 & 28: Storytime
- 6/22: Patriotic Candle Holder make/take for adults
- 6/26: Maker Club: Yarn Painting
- 6/26: Mindful Mondays Book Club
- 6/28: Guided Journaling Workshop
- 6/29: For Teens: Bingo
- 6/30: Mysterious Benedict Society Adventure

Makerspace Use:

- 5/20: Craft supplies
- 5/20: Craft supplies

- 5/20: Craft supplies
- 5/22: Craft supplies
- 5/23: 3D printer
- 5/23: Craft supplies
- 5/24: Craft supplies
- 5/25: Craft supplies
- 5/25: Craft supplies
- 5/25: Craft supplies
- 5/26: Yarn, Sticker mural
- 5/26: Stickers
- 5/31: Laminator
- 6/1: Craft supplies
- 6/9: Craft supplies
- 6/9: Craft supplies
- 6/9: Craft supplies
- 6/10: Craft supplies
- 6/12: 3D printer

Makerspace Training Appointments: 2 hours

Equipment & Technology:

- We received 5 free Arduino kits and project books from Gearbox Labs as part of a grant. They can circulate, be used in the Makerspace, and in library programs. Arduino teaches electronic engineering, coding, programming, prototyping, and more.
- I am working on video tutorials for our Makerspace equipment.

Donations:

- A large quantity of scrapbook paper from Mara, librarian in Bridges
- Craft supplies from Jessica, staff member

Other Updates:

- A new volunteer, Karen, is doing some light dusting and cleaning about 1-2 hours/week.
- Deana and I created the large display case highlighting the children's summer reading program.
- I created the small display case highlighting the adult summer reading program and staff picks, including a bookmark. Staff picks will also be shared on social media throughout the summer.
- We received a \$600 donation from the Generac Foundation to fund one of the replacement laptops in the Makerspace.
- I was appointed as cochair of the ALSC Programs and Services Recognition committee for 2023-2025.
- I was selected to present at the 2023 WLA conference with Tiffany Helgerson from Monona Public Library. Our session will be "Every Child is an Artist: Process Art in the Library"

Meetings:

- 5/16: WAA meeting
- 5/17: Staff meeting
- 5/19: Bridges Makerspace Group meeting at Mukwonago Library
- 5/22: WLA Intellectual Freedom SIG
- 6/6: All Staff meeting
- 6/7: Staff meeting
- 6/9: ALSC PSR meeting
- 6/13: WAA meeting
- 6/14: Staff meeting

Professional Development:

- WI Libraries Talk About Race: *Build Skills & Take Action to Stand Up for Diversity, Equity & Inclusion*
- Infosec: Ransomware



Whitewater Landmarks Commission

MINUTES

Thursday, July 6, 2023 – 6:00 PM

Municipal Building, Cravath Lakefront Room
312 W Whitewater St, Whitewater, WI 53190

Call to Order and Roll Call

- Ben Adamitus called the meeting to order at 6:00 p.m.

Present: Ben Adamitus, Kori Oberle, James Ohm, Dan Richardson, Jamie Weigel

Absent: Lukas Schreiber, Karen Coburn

Others: Gloria Buley, Jason Jerman, John Marshall

Approval of Agenda

- Ohm moved to approve the agenda with a suggestion by Adamitus that Unfinished Business be moved up the Agenda under Call to Order and Roll Call. Oberle seconded the motion.

Ayes: Adamitus, Richardson, Oberle, Ohm, Weigel

Nays: None

Motion passed

Approval of the Meeting Minutes of June 1, 2023

- Oberle moved that the Minutes of the June 1, 2023 meeting be approved with a second by Ohm.

Ayes: Richardson, Oberle, Ohm, Adamitus, Weigel

Nays: None

Motion passed

Unfinished Business

- City-owned landmarks assessment of condition, maintenance and/or repair needs and progress, future plans, etc.
 - Oberle reported that the four once-missing parts of the Birge Fountain have been restored (painted) and are now ready for reinstallation. Oberle will contact the DPW to re-install them
 - Adamitus/Oberle reported that the party for the Birge Fountain was a success. Some donations were accepted and another memorial donation is forthcoming. The city is behind the fundraising efforts of the group to raise funds for the upcoming work that will be needed for the Birge Fountain.

- Oberle reported that mowing has been accomplished at the Effigy Mounds Preserve and the mounds are now visible. The mowing has been effective. She further noted that permission had been granted to bring back the archaeologist.
- Weigel noted that she is in contact with teachers and administrators of Whitewater schools. Some plans are underway to incorporate the Mounds Preserve into their curriculums.
- Gloria Buley reported that she has been working on an event to be held to be a fundraiser for the Birge Fountain. At this point it will include a fish boil, a band, and a beer tent. She will now approach the appropriate departments of the city to get the appropriate permits and apprise them of the event plans. She further noted that a T-shirt design has been made promoting the fundraising for the Fountain.
- A motion was made by Oberle and seconded by Ohm to thank Gloria Buley for her efforts on behalf of the fundraising for the Birge fountain to date and to approve of her current plans for the fundraising event. Motion passed unanimously on a voice vote.

Reports

- Adamitus reported that digitization and consolidation of local landmark and nomination documentation is still ongoing.
- Ohm reported that the landmarks education series next segment will be a two-part program on the Whitewater Depot. There has been 800+ hits to date on the first two segments. Help in production is now forthcoming from Community TV.

New Business

- Jason Jerman requested permission to modify his previous scope of work on the Walworth (Landmark) Hotel project from 12 inch shingle reveals in the gables to 9 inch reveals—all to match the shingle reveal on the front of the hotel. Further he noted that a contractor will begin work on the previously approved hotel project later this month.
 - A motion was made by Weigel to approve the requested change to the 9 inch reveal instead of the 12 inch reveal as requested. Motion was seconded by Ohm. Motion passed unanimously on a voice vote. Request granted.
- John Marshall presented a request to change two arched windows on the rear of the landmarked house at 122 Esterly Street to a 61 inch wide door.
 - A motion was made by Ohm and seconded by Weigel that the request be denied. It was the consensus of the all the landmarks commission members that the requests would be too dramatic a change to the façade of the house to be in appropriate conformity to the landmarks ordinance. Motion passed unanimously on a voice vote. Request denied.
- Adamitus reported that corrections to the city website regarding the Landmarks Commission are ongoing.

Future Agenda Items

- Suggested future agenda items include digitization, corrections to the city website regarding the landmarks commission and fundraising event for the Birge Fountain.

Adjournment

- Having completed the approved agenda Adamitus adjourned the meeting at 7:11 p.m.

Respectfully submitted,
Dan Richardson, Citizen Member



Common Council Agenda Item

Meeting Date: August 1, 2023

Agenda Item: Businesses and Conditional Use Permits

Staff Contact (name, email, phone): Chris Bennett – cbennett@whitewater-wi.gov – (262) 473-0143

BACKGROUND

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

At its July meeting the Plan and Architectural Review Commission (PARC) considered a Conditional Use Permit application for a business that started operating earlier this year. The PARC tabled the matter, and will consider the application against at its August 14 meeting. The matter raised the issue of illegal businesses in the city.

To clarify – a business is not illegal if it is operating without a CUP. It is, instead, out of compliance. The state’s Department of Agriculture, Trade and Consumer Protection regulates businesses.

Included is email traffic drafted in consult with Sonja Kruesel at Vandewalle & Associates; Alison Schrank at Municipal Code Enforcement; City of Whitewater Police Chief Dan Meyer; and Neighborhood Services Administrative Assistant Llana Dostie.

The consensus is that the city’s reinspection fee structure is the best way to deal with the situation to get the individuals in front of the PARC and gain compliance. The city is working to update its municipal code to allow for quicker and more decisive enforcement of compliance issues.

The Change of Use and Occupancy Form is one existing tool that can help the Neighborhood Services Department, and those in economic development, learn of new businesses. At that point NS can check if the use is consistent with the location’s prescribed zoning.

A question was also asked about predatory businesses, which focuses primarily on payday lenders and similar establishments. Both Meyer and Dostie searched and did not find a local government with a code governing such matters.

Bottom line - we are working with businesses once we learn they are operating without a CUP. If they are willing to work with the city we will pursue compliance by getting them in front of the PARC for approval.

If the business owner bucks the request to come in compliance the city we will issue reinspection fees in an effort to bring them in front of the PARC, and will also consult with the City Attorney and DATCP as needed.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

No previous action is reported on this topic at the Common Council level. Action at the PARC level is listed above.

FINANCIAL IMPACT

(If none, state N/A)

To the city – N/A.

STAFF RECOMMENDATION

Presented as a staff report.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. CUP Memo – Bennett to Weidl
 2. Email – Kruesel and Bennett
 3. Email – Meyer and Dostie
 4. Email – Bennett and Weidl
 5. Change of use occupancy and zoning permit
-



Neighborhood Services Department
*Planning, Zoning, Code Enforcement, GIS
and Building Inspections*

www.whitewater-wi.gov
Telephone: (262) 473-0540

MEMO

DATE: June 30, 2023
TO: City Manager John Weidl
FROM: Chris Bennett, Neighborhood Services Director
RE: Business compliance

Council member Neil Hicks inquired about businesses at 648 S. Janesville St. and 1002 S. Janesville St. in an email on June 26. This memo addresses questions raised in the wake of Hicks' inquiry.

1. To the best of the department's knowledge, how long has each of the businesses been in operation?

Since sometime between the turn of the year or early spring, for each business.

2. Is there a CUP required for each of the businesses? If so, what is the current status of the CUP application for each? On what dates were those applications received? What follow-up action has the city taken? Have we sent letters? Phone calls?

648 S. Janesville St. – zoned B-1. Automobile and small engine vehicle sales or rental facilities, including incidental repair and service within the principal building; and Automobile repair and service within the principal building; require a CUP.

This business has a CUP on file, and we are working to verify if that who is operating the business. We mailed two letters – one earlier this spring and another earlier this month. We called this week after finally getting a phone number.

1002 S. Janesville St. – zoned B-3. Automobile repair and service within a principal or accessory building; and Automobile, boat, trailer and small engine vehicle sales and rental facilities, including incidental repair and service within a principal or accessory building; requires a CUP.

The CUP application was received on June 21, 2023. The matter is being considered at the July Plan & Architectural Review Commission meeting.

3. What mechanisms exist to enforce compliance with existing zoning code? Asked another way, why aren't we out there enforcing non-compliance for operating a business without a conditional use permit?

We moved to address each situation after we had sufficient time to do so after learning of the issue. There is no clear path to easy enforcement in our municipal code, and no one I talked to offered clear direction. Lacking such, we will use the reinspection fee process outlined in our

code if compliance is not achieved through the CUP process and the businesses continue to operate. Neither business is illegal; they are out of compliance, and the city does not possess the means to shut-down either business.

4. What is the chain of custody on the decision making that resulted in two businesses operating without the appropriate permits?

The chain of custody in the decision-making process belongs to me. I did not act on this sooner solely out of time constraints and prioritization of resources and tasks. The violations did not produce anything unsightly or untoward, nor did either business being in operation harm the community. The process towards compelling compliance is awkward and time consuming, and is not something we would pursue unless either business refused to participate in the CUP process.

Chris Bennett, MSM

From: Sonja Kruesel <skruesel@vandewalle.com>
Sent: Monday, June 26, 2023 10:37 AM
To: Chris Bennett, MSM
Subject: RE: CUP - operating without one

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Chris,

I would first determine if it was legally operating prior to adoption of the code. I don't remember the date of your most recent code adoption, but I think it was quite a while ago now. Therefore I'm guessing if these auto businesses were established in the last couple of years that they did not receive proper approvals. If this is the case, then they are non-conforming and would not enjoy legal non-conforming (grandfathered) status. It sounds like you have already made this determination.

In terms of enforcement, I'd recommend a letter documenting what the requirements are and how to obtain a CUP and invite them the opportunity to become compliant. Again, it sounds like you are taking this path by inviting them to get in the Plan Commission queue for review.

I also reviewed the enforcement chapter of your zoning ordinance. It recommends this stepped procedure described above, where the zoning admin makes a determination, and begins a file documenting the violation, and notifying the offending party. The code enables the zoning administrator to issue fines for non-compliance. It also recommends working hand-in-hand with the city attorney on next steps if initial efforts to seek compliance are not successful.

See 19.75.060 sub (C)

https://library.municode.com/wi/whitewater/codes/code_of_ordinances?nodeId=TIT19ZO_CH19.75ADEN_19.75.060ZO_ADNSPRZOCOITATDU

Sonja

Sonja Kruesel, AICP
Associate Planner
Vandewalle & Associates, Inc.
Cell 920-988-2327

From: Chris Bennett, MSM <CBennett@whitewater-wi.gov>
Sent: Monday, June 26, 2023 8:54 AM
To: Sonja Kruesel <skruesel@vandewalle.com>
Subject: CUP - operating without one

Sonja:

What do you do if a business is found to be operating without a CUP? We have two auto businesses in Whitewater we learned are operating without CUPs.

We are starting to work with them to get each in front of the Plan Commission, but what do we do in the meantime? Does the city possess the ability to take legal action? Please let me know what you know – I'm having difficulty getting an answer.

Thanks,
CMB

--

Chris Bennett, MSM
Neighborhood Services Director – City of Whitewater
312 W. Whitewater St. Whitewater, WI 53190
(262) 473-0143 | www.whitewater-wi.gov

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<https://lp.constantcontactpages.com/su/g8U4Af4/whitewater>

Chris Bennett, MSM

From: Llana Dostie
Sent: Friday, July 21, 2023 3:39 PM
To: Dan Meyer
Cc: Chris Bennett, MSM
Subject: RE: Predatory Business ordinance ideas

Thank you. I had the same results. I looked at a number of other cities codes no one had one.

From: Dan Meyer <DMeyer@whitewater-wi.gov>
Sent: Friday, July 21, 2023 3:30 PM
To: Llana Dostie <ldostie@whitewater-wi.gov>
Cc: Chris Bennett, MSM <CBennett@whitewater-wi.gov>
Subject: Predatory Business ordinance ideas

Llana,

I had a heck of a time trying to find any local ordinances that cover predatory businesses. I ended up going to ChatGPT to see what it would spit out and it came up with the attached...maybe it's not a bad starting point?

Dan

Daniel A. Meyer
Chief of Police
Whitewater Police Department
312 W. Whitewater St.
Whitewater, WI 53190
262-473-1371 (P)
262-222-5909 (F)
dmeyer@whitewater-wi.gov



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Chris Bennett, MSM

From: Chris Bennett, MSM
Sent: Monday, July 24, 2023 1:34 PM
To: John Weidl; Derek Johnson; Llana Dostie
Subject: RE: Check on...
Attachments: Change of use occupancy and zoning permit PDF.pdf

The consensus that is emerging is – reached by Alison at MCE, Sonja at Vandewalle, Llana, Dan Meyer and me – is the city’s reinspection fee structure is the best way to deal with the situation to get the individuals in front of the PARC and gain compliance.

Such business are not illegal – they are out of compliance, and need to be allowed time to come into compliance. We can shorten that process in the new municipal code. When we learn of a business operating without a CUP we need to reach out, outline the path to compliance and move forward. If they fail or refuse to comply the matter goes to the City Attorney and perhaps DATCP for legal action.

Llana tells me she and Chief Meyer did not find anything substantial when either searched for guidance on the matter of predatory businesses. Such matters are regulated through DATCP.

There is a catch in this process. We have a Change of Use, Occupancy & Zoning permit. It is attached, and the header reads as follow –

“A change of use or tenant application must be submitted wherever there is a change in the nature or extent of the use at a property. This includes cases where one business is replacing another, even if the use itself remains the same. Use types are set in the City and State code. Approval of this application does not authorize that any work that must comply with State or City regulations.”

This form provides the NS Dept. with the means to learn when businesses are changing to a use that might require a CUP.

CMB

--

Chris Bennett, MSM
Neighborhood Services Director – City of Whitewater
312 W. Whitewater St. Whitewater, WI 53190
(262) 473-0143 | www.whitewater-wi.gov

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<https://lp.constantcontactpages.com/su/g8U4Af4/whitewater>

From: John Weidl <jweidl@whitewater-wi.gov>
Sent: Monday, July 24, 2023 12:16 PM
To: Chris Bennett, MSM <CBennett@whitewater-wi.gov>; Derek Johnson <djohnson@whitewater-wi.gov>; Llana Dostie <ldostie@whitewater-wi.gov>
Subject: Fwd: Check on...

Chris, see below.

Where are we at with contacting our consultant handling our enforcement rewrite to specifically talk about instances of conditional uses not being obtained prior to starting business or businesses starting to operate prior than obtaining the appropriate approvals?

Best, - JSW

John S. Weidl
City Manager, City of Whitewater

312 W. Whitewater St., Whitewater, WI 53190
262-473-0104 | jweidl@whitewater-wi.gov
www.whitewater-wi.gov

From: John Weidl <jweidl@whitewater-wi.gov>
Sent: Monday, July 24, 2023 12:15:19 PM
To: Neil Hicks <nhicks@whitewater-wi.gov>
Subject: Re: Check on...

Neil,

We're working on it. I also have a draft of a potential enforcement mechanism being put together for the common council to review.

I'm holding off on coming forward with the attached to staff report until I have a suggestion for how to improve the process in a way that someone is actually empowered to act. Basically if someone can get into our city and start a business without us knowing, our process of enforcement stinks.

The forthcoming changes that would allow for enforcement mechanism quickly and in a way that would push it to citations and municipal court is being drafted.

I did not forget. I'm not purposely holding anything back for any reason other than to align it with what the practical first steps toward an enforcement solution would be.

Best, - JSW

John S. Weidl
City Manager, City of Whitewater

312 W. Whitewater St., Whitewater, WI 53190
262-473-0104 | jweidl@whitewater-wi.gov
www.whitewater-wi.gov

From: Neil Hicks <nhicks@whitewater-wi.gov>
Sent: Monday, July 24, 2023 11:49:41 AM
To: John Weidl <jweidl@whitewater-wi.gov>
Subject: Re: Check on...

John, just a reminder on the 2 businesses I specifically want to see looked into. But overall, a more detailed investigation of how we have to go about getting them shut down if needed.

Thanks,
Neil

From: John Weidl <jweidl@whitewater-wi.gov>
Sent: Monday, June 26, 2023 8:47:15 AM
To: Neil Hicks <nhicks@whitewater-wi.gov>; James Allen <JAllen@whitewater-wi.gov>
Subject: Re: Check on...

Neil,

Let me dig into this. I'll get back to you.

It appears both are currently operating illegally. There's time for me to do better research so I don't have to gather and give the information piecemeal. Let me dig into what happened and why and then we'll go from there.

And while I do understand wanting to keep the council president informed, I do want to remind you that if you include him on something that is liquor license related, even as a courtesy, there's the potential to create a walking quorum as the two of you represent the majority of the ALC.

Best, - JSW

John S. Weidl
City Manager, City of Whitewater

312 W. Whitewater St., Whitewater, WI 53190
262-473-0104 | jweidl@whitewater-wi.gov
www.whitewater-wi.gov

From: Neil Hicks <nhicks@whitewater-wi.gov>
Sent: Monday, June 26, 2023 8:36:50 AM
To: Chris Bennett, MSM <CBennett@whitewater-wi.gov>; John Weidl <jweidl@whitewater-wi.gov>
Cc: James Allen <JAllen@whitewater-wi.gov>; Taylor Zeinert <tzeinert@whitewater-wi.gov>
Subject: Re: Check on...

Can we confirm that Breyers has been operating illegally before any approvals have been issued?

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

From: Chris Bennett, MSM <CBennett@whitewater-wi.gov>
Sent: Monday, June 26, 2023 8:17:06 AM
To: Neil Hicks <nhicks@whitewater-wi.gov>; John Weidl <jweidl@whitewater-wi.gov>

Cc: James Allen <JAllen@whitewater-wi.gov>; Taylor Zeinert <tzeinert@whitewater-wi.gov>

Subject: RE: Check on...

Breyers is slated to be on the July Plan Commission agenda. A letter went to car repair shop behind the tattoo parlor last week.

CMB

--

Chris Bennett, MSM

Neighborhood Services Director – City of Whitewater

312 W. Whitewater St. Whitewater, WI 53190

(262) 473-0143 | www.whitewater-wi.gov

The City of Whitewater will be starting a monthly newsletter! Subscribe to receive the latest news, public service announcements & updates, and upcoming events delivered to your inbox. Subscribe:

<https://lp.constantcontactpages.com/su/g8U4Af4/whitewater>

From: Neil Hicks <nhicks@whitewater-wi.gov>

Sent: Saturday, June 24, 2023 9:47 PM

To: Chris Bennett, MSM <CBennett@whitewater-wi.gov>; John Weidl <jweidl@whitewater-wi.gov>

Cc: James Allen <JAllen@whitewater-wi.gov>

Subject: Check on...

Chris/John, can you please investigate two businesses operating (illegally) in Whitewater:

1. Reid Breyer/ Breyers towing at 1002 S Janesville St. I hear he is running a towing company, auto detailing and trucking, all which require a CUP.
2. The auto repair shop in the rear of 648 S Janesville St behind the new tattoo shop.

Thanks,

Neil

CITY OF WHITEWATER

312 W Whitewater Street
P.O. Box 178
Whitewater WI 53190
(262) 473-0540
www.whitewater-wi.gov

NEIGHBORHOOD SERVICES
Change of Use, Occupancy & Zoning Permit



A change of use or tenant application must be submitted wherever there is a change in the nature or extent of the use at a property. This includes cases where one business is replacing another, even if the use itself remains the same. Use types are set in the City and State code. Approval of this application does not authorize that any work that must comply with State or City regulations.

Zoning District:

- B-1 Community Business
- B-2 Central Business
- B-3 Highway Commercial & Light Industrial
- M-1 General Manufacturing
- M-1 General Manufacturing
- M-2 Manufacturing & Miscellaneous
- WUTP Whitewater University Technology Park
- PD Planned Development
- R-1, R-2 or R-3 Residential District

New or Current Use Classification: _____

Previous Use Classification: _____

Contact Information

Business Name: _____

Business Address: _____

Business Phone: _____ Fax: _____

E-Mail: _____

Business Owner: _____ Phone: _____

Emergency Contact: _____ Phone: _____

Building Owner: _____ Phone: _____

Key Holder Name (1): _____ Phone: _____

Key Holder Name (2): _____ Phone: _____

Building Information

Number of Stories: _____ Basement: (Y / N) Square Feet: _____ 1st Floor: _____ 2nd Floor: _____

Knox Box: (Y / N) Location: _____ Keys Checked: (Y / N)

FDC Location: _____ Fire Alarm Panel Location: _____

Electric Services Location: _____ Gas Services Location: _____

Special Hazard Notes:



Council Agenda Item

Meeting Date:	Tuesday, June 20, 2023
Agenda Item:	Staff Report for WAFC Fundraising Proposal
Staff Contact (name, email, phone):	Eric Boettcher – eboettcher@whitewater-wi.gov

BACKGROUND

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

On major goals provided in the WAFC Action plan is to increase fundraising. To assist in accomplishing that goal the city has received a proposal for a campaign study to establish an effective fundraising campaign. Enclosed is the proposal provided by “The Sweeney Group” for Phase I of a capital campaign that will the details of the eventual campaign plan. City staff would like feed-back on the enclosed proposal in order to move forward.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

FINANCIAL IMPACT

(If none, state N/A)

N/A

STAFF RECOMMENDATION

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Sweeny Group Proposal and Agreement For Consulting Service for WAFC



PROPOSAL AND AGREEMENT FOR CONSULTING SERVICES

Prepared for

Whitewater Aquatic and Fitness Center

Campaign Planning Study

July 18, 2023

46 Oak Creek Trail, Madison, WI
53717
office: 608 203-8484 | cell: 608 239-0862 |
jodibsweeney@gmail.com | www.sweeney-group.com

PROPOSAL AND AGREEMENT FOR SERVICES RE: City of Whitewater Aquatic and Fitness Center

It is a pleasure to present the following Proposal and Agreement for Services to the City of Whitewater City Manager and the Parks and Recreation Director re: the planned renovations and improvements to the municipal pool and fitness center, and to build a maintenance endowment fund and a scholarship fund so all families can use the facilities. It includes the first phase of Campaign Planning and Implementation – A Campaign Planning Study to test the strategies needed for a successful capital campaign to raise the funds needed; a goal range of \$2,000,000 - \$3,500,000 will be tested including repairs and improvements, specific items for naming such as the water slide, spin bikes, etc., a maintenance and program endowment, and a scholarship fund to allow all families in Whitewater to use the facilities

A Capital Campaign includes the following phases. This proposal is only for Phase I – the Study

Phase I

- The **Campaign Planning Study** will confirm the amount of funds that can be raised privately, the campaign timeline, specifics of a public/private partnership with the City, potential donors and volunteers, and to develop campaign strategies including an action plan. As detailed below this will include private interviews and surveys of people throughout Whitewater. The study typically takes 3 – 4 months.

Phase II

- **Campaign Planning** takes what is learned in the study to develop a full campaign. It is easier to recruit community leaders to this short-term planning segment than a full campaign; they usually stay involved in some way. Campaign planning typically takes 2-3 months.

- **Campaign Implementation** – as detailed below, this implements all aspects of the campaign beginning with cornerstone then major gifts, followed by a public phase so that people throughout Whitewater can be involved. This typically takes 12 months; the study report will detail strategies and timeline.

- **100 Extraordinary Women** – this is a trademarked program offered only through the Sweeney Group where a minimum of 100 women are asked to each donate or pledge \$1,000 to name an area in the aquatic and fitness center. This was very successful for the library, raising approximately \$150,000. The concept will be tested during the study to see if this is the best version or if we should do 100 Extraordinary Families, or both.

I. SPECIFIC AREAS OF CONSULTATION RE: THE CAMPAIGN PLANNING STUDY

NOTE: This is the same process as a feasibility study, but The Sweeney Group uses the term Campaign Planning Study. This asks the community *how* to best position the campaign rather than *if* the City should do a campaign.

A. *Prior* to the interview portion of the study, the Sweeney Group will:

- 1.) draft the information to be used in the study, including working with the City Manager, Chief of Staff, the Parks and Recreation Director, and others to define the case for support and the specifics of funding needed;

- 2.) work with City staff to confirm all policies, e.g. length of pledges and how they will be covered, including that the Whitewater Community Foundation will serve as fiscal agent;
- 3.) determine community volunteers to attend a brainstorming session to finalize the study materials and determine who should be interviewed and to whom a survey should be sent;
- 4.) facilitate a brainstorming session among the City staff and volunteers to:
 - finalize the initial case statement to be used in the study including compelling reasons why this project is important to Whitewater area residents and the future of the community;
 - finalize the questions to be used in all aspects of the study - personal interviews and surveys to be sent to community members;
 - finalize the letter asking representatives of various segments (community leaders, prospective donors and volunteers, prospective members of an Honorary Committee to endorse the campaign, donors known to support Whitewater community projects, etc.) to participate in the study;
 - develop a list of interviewees and survey participants for the study.

B. *During* the interview period, the Sweeney Group will:

- 1.) mail all letters requesting participation to all potential participants;
- 2.) schedule the interviews;
- 3.) conduct a minimum of 15-20 personal interviews of individuals who represent various targeted constituencies, potential donors, and volunteers. NOTE: we ask each interviewee to identify others who should be interviewed; these interviews are done at no additional charge.
- 4.) prepare and mail or email survey questionnaires to all selected individuals, including all members of the City Council and selected City staff so that they can express their opinions confidentially. (It is typical to send surveys to 100 or more individuals);
- 5.) with the City, conduct research on any federal or state public funding available;
- 6.) research any private foundation funding available – local, regional or national.

C. *After* the interview period, the Sweeney Group will present a full written report of the study findings to the City of Whitewater staff, including:

- 1.) summary and analysis of the interviews and surveys;
- 2.) evaluations and recommendations of the potential for a successful campaign and the:
 - image and appeal of the plans to renovate the aquatic and fitness center, how it will impact community services, and the benefits to the Whitewater area, including the economic impact;
 - language for the case statement and campaign materials, based on study participants' responses;

- the best way to position the public/private partnership between city and private funding;
- standards of giving chart which details the types of gifts needed to reach the goal at various amounts;
- potential donors, including lead, major gift and possibly challenge grant donors; (This list is included as a separate confidential document.)
- potential volunteers, including campaign leadership to augment the City staff, and those who wish to be involved in the campaign in a variety of roles such as campaign co-chairs, Honorary Committee members, etc. (This list is included as a separate confidential document.)
- whether the *100 Extraordinary Women™* campaign segment will work again in Whitewater and, if so, potential volunteers;
- whether additional public campaign segments, such as 100 Families, can be used;
- campaign strategy and timeline;
- recommended campaign organization chart;
- public relations and social media activities with timeline.

The report is designed as a complete plan to allow campaign planning and implementation to begin immediately after the study. The report is the property of the City of Whitewater and is typically 25-30 pages in length; it will not be shared without permission.

- Facilitation of meetings;
- Advice to City staff and volunteers, as requested.

All work detailed above will be performed by Jodi Bender Sweeney, other than administrative and scheduling which is performed by Sweeney Group staff member. All work will be managed and supervised by Jodi Bender Sweeney.

III. REPORTING AND CONFIDENTIALITY

The Sweeney Group will report to the City of Whitewater, with direct reporting to Eric Boettcher, Parks and Recreation Director.

The Sweeney Group shall be held harmless against any financial or legal liability arising out of this agreement and related activities provided that the Sweeney Group acts lawfully and in compliance with this proposal.

IV. PERIOD OF CONSULTATION

The study should be completed in 90 days from the date that the contract is signed. All parties will use due diligence and best efforts to complete the contract within the stated time period.

This Agreement may be canceled by either party upon 14 days written notice and may be modified by written agreement signed by both parties. In the event of cancellation by either party, The Sweeney Group will be promptly paid for time and expenses incurred.

This contract is to be interpreted according to Wisconsin law and all actions related to this

contract are to be brought in Dane County Circuit Court.

Additional consultation for planning and implementation of the campaign, and potentially *100 Extraordinary Women*, shall be negotiated by separate contract, to be determined at the completion of the study.

V. COMPENSATION

Compensation fee shall be: \$19,500 for the study;

Payment of fees shall be:

50% of the study costs upon signing this contract (\$9,750)

50% of the study fees (\$9,750 plus expenses) upon presentation of the final report.

Expenses include mileage, at \$.50 per mile. Expenses for hotel and meals will be incurred only if needed. All expenses are billed at direct cost; there is no up-charge on expenses.

Thank you. It is an honor to present this proposal to the City of Whitewater.

If you agree with the terms of this Proposal and Agreement for Services, please sign and return one copy to the Sweeney Group and retain one copy for your files. Please include the requested retainer of 50% of the study portion of the proposal. (\$9,750.00).

I look forward to working with you to assess the potential of raising private funds for a renovated and improved aquatic and fitness center to better serve the entire Whitewater community. It is anticipated that internal planning for the study will begin in August but that any public activities, such as interviews, will be held until the Library campaign is completed in September.

For the City of Whitewater:

John Weidl
City Manager
City of Whitewater

Eric Boettcher
Parks and Recreation Director
City of Whitewater

For The Sweeney Group:

Jodi B. Sweeney
President

Dated this _____ day of _____, 2023.



REFERENCES

Stacey Lunsford
Library Director
Irvin L. Young Memorial Library
431 W Center
Whitewater, WI 53190
262 473-0530
slunsford@whitewater-wi.gov

Terri Vosters
Community Enrichment and Recreation Director
City of Kaukauna Recreation Department
207 Reaume Ave
Kaukauna WI 54130
920 766-6335
tvosters@kaukauna.gov

Aural Umhoefer
Former Board Member, Campaign Committee Al. Ringling Theatre
Retired Dean, University of Wisconsin Baraboo/Sauk County
Secretary, University of Wisconsin Baraboo/Sauk County Foundation
700 Effinger Road
Baraboo, WI 53913
608 356-2318
pauralum@centurytel.net

Additional reference available on request.

Jodi Bender Sweeney
46 Oak Creek Trail
Madison, WI 53717
608 203-8484
608 239-0862 cell
jodibsweeney@gmail.com

Management Experience

President

The Sweeney Group

Madison, WI

1991 - present

Independent consultant serving not-for-profit organizations throughout the country, with emphasis on libraries, historic preservation, health care and public school foundations. Areas of expertise include all aspects of resource development: capital campaign planning and implementation, feasibility and campaign planning studies, retreats for Boards of Directors and staff, and development of annual campaign plans. The Sweeney Group most often works with not-for-profit organizations that are conducting their first capital campaign.

President and Founder

100 Extraordinary Women

www.100extraordinarywomen.com

Madison, WI

2010 - present

On-line and in-person fund raising tool that teaches women how to raise \$100,000 within 6 months for a specific project or non-profit organization. This is a unique program that has specific tasks to bring a minimum of women together with gifts and 5 year pledges of \$1,000 each. Details are on the website.

President

Foundation for Madison's Public Schools

Madison, WI

2000 - 2006

Researched and developed this non-profit organization that raises funds for creative and innovative projects in the Madison Metropolitan School District; became the first President at the request of the founding committee; within first year raised approximately \$900,000 which was 3-5 years ahead of projections. The total raised to date is \$6 million and innovative, award-winning programs have been developed. Reported to the Board of Directors - responsible for all aspects of the organization.

Executive Director

The Capital Fund Raising Committee

Madison, WI

1987-1998

Under the auspices of the Chamber of Commerce, the committee is comprised of corporate Chief Executive Officers. Reviewed capital campaign plans for not-for-profit organizations throughout the community, provided technical assistance, and scheduled campaigns to avoid competition; prepared quarterly newsletter.

Program Officer

Madison Community Foundation

Madison, WI

1981 - 1991

First person in this position; worked under Ford Foundation grant to develop "Project Opportunity" and develop partnerships; developed initial grant-making program plan and guidelines.

Senior Consultant

Alford, Vershave, and Associates

Chicago, IL and Madison, WI

1978 - 1981

Full Service Resource Development Consulting Firm
Developed and managed Wisconsin office

Manager, Community Relations

GATX Corporation

Chicago, IL

1976-1978

At the request of the Chief Executive Officer, chaired Contributions Committee
Developed Matching Gifts and Employee Volunteerism programs
Provided volunteer technical assistance to numerous not-for-profit organizations in the Chicago area

Assistant Corporate Secretary

GATX Corporation

Chicago, IL

1975-1976

Prepared information for shareholders; managed the annual meeting

Paralegal

Kirkland and Ellis

Chicago, IL

1974-1975

Performed a variety of paralegal duties on anti-trust litigation

Education

Marquette University

B.A. Degree 1974

Major in Political Science; minor in Economics

Lake Forest College
Post-graduate coursework in business and non-profit management
1974-1976

Affiliations

National Trust for Historic Preservation
Member, National Advisory Board
Elected 2010

National School Foundation Association
Founding Member, Steering Committee
Member, National Conference Planning Committee

National Society of Fund-Raising Executives (currently Association of Fundraising Professionals)
Founding member and Past Vice President
Madison, WI chapter

Society of Non-Profit Organizations
Assisted in the development of *TeamTrack*, national non-profit management series
presented via distance education format

Wisconsin State Association of Non-Profits
Founding Steering Committee member

Junior League of Madison, WI
Founding Member

United Way of Dane County
Past member, Allocations Committee

Blackhawk Council of Girl Scouts
Past member, Board of Directors

Susan G. Komen Breast Cancer Research Foundation
Member, Board of Directors of Madison affiliate

Articles

"Are you Ready for a Capital Campaign?"
Fundraising Forum
Nonprofit World Magazine

"Venture Capital for Kids"
Prospectus - Support for National Movement of Local Education Foundations
Presented at meeting of education foundation executives and volunteers



Council Agenda Item

Meeting Date: 07/18/2023

Agenda Item: Ordinance 2.28 – PFC Update

Staff Contact (name, email, phone): John Weidl
jweidl@whitewater-wi.gov

BACKGROUND

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

Ordinance 2.28 – Police and Fire Commission was last updated in 2013 and requires updates to bring it in-line with current practice. The proposed change rescinds language requiring a City Council representative on the PFC and also rescinds language referring to the Whitewater Volunteer Fire Department. Rescinded language is highlighted in the attached document.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

N/A

FINANCIAL IMPACT

(If none, state N/A)

N/A

STAFF RECOMMENDATION

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Updated ordinance
2. "PFC Ordinance 2.28" highlighting rescinded language

ORDINANCE No. _____
AN ORDINANCE AMENDING CHAPTER 2.28
POLICE AND FIRE COMMISSION

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

SECTION 1. Whitewater Municipal Code Chapter 2.28 is hereby amended to read as follows:

2.28.010 Created—Membership.

There shall be created as hereinafter specified a police and fire commission consisting of five citizen members who shall have the power and perform the duties as specified in Wis. Stats. § 62.13.

2.28.020 Appointment—Terms.

The board of police and fire commissioners shall be appointed by the common council at the time specified by statute, one member to serve until the first day in May, one to serve until the first day in May; and annually thereafter one commissioner who shall hold his/her office for five years and until his/her successor is appointed and qualified.

2.28.030 State statutes applicable.

The provisions of Wisconsin Statute 62.13, and all acts amendatory thereto so far as the same are applicable, are incorporated herein and shall be effective in the same manner as if set forth in full herein.

AYES:
NOES:
ABSENT:
ADOPTED:

John Weidl, City Manager

Karri Anderberg, City Clerk

Chapter 2.28 - POLICE AND FIRE COMMISSION

Sections:*Footnotes:*

--- (8) ---

Editor's note— Ord. No. 1773, § 1, adopted May 4, 2010, amended ch. 2.28, §§ 2.28.010—2.28.040, in its entirety as set out herein. Formerly, said chapter pertained to similar subject matter. See the Code Comparative Table and Disposition List. Subsequently, Ord. No. 1850A, § 1, adopted Jan. 15, 2013, changed the title of ch. 2.28 from "Fire and police commission" to "Police and fire commission."

2.28.010 - Created—Membership.

There shall be created as hereinafter specified a police and fire commission consisting of five citizen members who shall have the power and perform the duties as specified in Wis. Stats. § 62.13.

(Ord. No. 1850A, § 2, 1-15-2013; Ord. No. 1988A, § 1, 11-19-2019)

2.28.020 - Appointment—Terms.

The board of police and fire commissioners shall be appointed by the common council at the time specified by statute, one member to serve until the first day in May, one to serve until the first day in May; and annually thereafter one commissioner who shall hold his/her office for five years and until his/her successor is appointed and qualified. In the year and thereafter, **one member of the police and fire commission shall be a member of the city council and shall be appointed by the city council to a one-year term; the one-year term shall commence on the first day of May in each calendar year.**

(Ord. No. 1850A, § 2, 1-15-2013)

2.28.030 - State statutes applicable.

The provisions of Wisconsin Statute 62.13, and all acts amendatory thereto so far as the same are applicable, are incorporated herein and shall be effective in the same manner as if set forth in full herein.

(Ord. No. 1850A, § 2, 1-15-2013)

2.28.040 - Power and authority limited.

The power and authority of the police and fire commission hereby created shall not extend any control whatsoever over the Whitewater Volunteer Fire Department. This chapter shall not affect the organization of the Whitewater Volunteer Fire Department as it existed heretofore, and the department is authorized to

continue to operate on the same relationship with the city as it has prior to the adoption of the ordinance codified in this chapter.

(Ord. No. 1850A, § 2, 1-15-2013)



Council Agenda Item

Meeting Date: July 18, 2023

Agenda Item: George Street No Parking

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

BACKGROUND

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

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 7 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.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

The Public Works Committee, at their June 13, 2023 meeting, recommended to reduce the No Parking area in the cul-de-sac from the east side of the multi-use path to the driveway located to the south of the hydrant.

FINANCIAL IMPACT

(If none, state N/A)

There is no financial impact to remove or adjust the No Parking signs.

STAFF RECOMMENDATION

Staff recommends approval of the attached ordinance change adjusting the No Parking area in the cul-de-sac area as recommended by the Public Works Committee.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Ordinance Amending 11.16.080 Parking, George Street
2. No Parking Adjustment Map

ORDINANCE No. 2059
 AN ORDINANCE AMENDING SUBSECTION 11.16.150
 STREET INDEX OF PARKING RESTRICTIONS

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

SECTION 1. Whitewater Municipal Code Chapter 11.16 Subsection 11.16.150 is hereby amended by deleting the following from the Street Index of Parking Restrictions:

	<u>George St</u>	<u>East side; from the north curbline of W North St to the northern terminus</u>	<u>11.16.080</u>	<u>No parking</u>
--	------------------	--	------------------	-------------------

	<u>George St</u>	<u>Along the arced curbline of the cul-de-sac</u>	<u>11.16.080</u>	<u>No parking</u>
--	------------------	---	------------------	-------------------

And adding the following to the Street Index of Parking Restrictions:

	<u>George St</u>	<u>East side; from the north curbline of W North St to the southernmost arc of the cul-de-sac</u>	<u>11.16.080</u>	<u>No parking</u>
--	------------------	---	------------------	-------------------

	<u>George St</u>	<u>Along the arced curbline of the cul-de-sac from the east side of the multi-use path to the north side of the driveway serving 302/304 George St</u>	<u>11.16.080</u>	<u>No parking</u>
--	------------------	--	------------------	-------------------

Ordinance introduced by Council Member _____, who moved its adoption.

Seconded by Council Member _____.

AYES:
 NOES:
 ABSENT:
 ADOPTED:

 John Weidl, City Manager

 Karri Anderberg, City Clerk





Council Agenda Item

Meeting Date:	August 1, 2023
Agenda Item:	Consideration
Staff Contact (name, email, phone):	Stacey Lunsford slunsford@whitewater-wi.gov 262-473-0530

BACKGROUND

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

The library board of trustees asked for a commitment by the City in December 2021 to borrow \$3 million to build an expansion and to renovate the existing library space. The resolution was passed contingent upon the library raising the remaining funds for the project. The library board began planning for this project in 1996.

The capital campaign committee has raised \$2,058,765 to date. With the sale of the library’s four properties and fund balance, there remains only \$191,235 left to meet the fundraising goal.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

RESOLUTION APPROVING THE COMMITMENT OF FUNDS AS A CONTRIBUTION TO THE COST OF EXPANDING, UPGRADING, AND REMODELING THE IRVIN L. YOUNG MEMORIAL LIBRARY WHEREAS, the City of Whitewater Library Board (the Library) intends to upgrade, expand, and remodel the Irvin L. Young Memorial Library (the Project) which will cost an estimated \$5,057,244, and WHEREAS, the Library seeks a contribution to the cost of the Project from the City of Whitewater in the amount of \$3,000,000 (three million dollars), and WHEREAS, the Library acknowledges that it will be responsible for providing or raising any funds in excess of the City’s \$3,000,000 contribution, and WHEREAS, it is in the City of Whitewater’s best interest to commit said funds to the Project. Now, therefore, BE IT RESOLVED as follows: 1. The City of Whitewater is authorized to contribute \$3,000,000 to the above-described project. 2. The City of Whitewater’s \$3,000,000 contribution is contingent upon the Library providing documentation to the City that it has sufficient funds or binding commitments to pay for the balance of the project. 3. This resolution establishes the City of Whitewater’s intent to commit \$3,000,000 to the Project; however, a final action by the Common Council will be necessary once sufficient funds are raised for the Project. 4. The City of Whitewater’s \$3,000,000 contribution will be made no earlier than January 1, 2024. Resolution introduced by Councilmember Brown, who moved its adoption. Seconded by Councilmember Majkrzak. AYES: Schreiber, McCormick, Brown, Binnie, Majkrzak, Smith. NOES: Allen. ADOPTED: December 21, 2021.

FINANCIAL IMPACT

(If none, state N/A)

\$3 million in general obligation debt.

STAFF RECOMMENDATION

ATTACHMENT(S) INCLUDED

(If none, state N/A)

N/A



Council Agenda Item

Meeting Date:	August 1, 2023
Agenda Item:	City Manager Annual Review Policy
Staff Contact (name, email, phone):	Sara Marquardt, smarquardt@whitewater-wi.gov , 262-473-1387

BACKGROUND

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

In the past, the common council evaluated the performance of the city manager. While the evaluation process typically occurred annually, the timing and frequency has varied from year to year.

In late 2019, the evaluation policy was reviewed by the finance committee and approved by the common council on December 17, 2020.

The common council reviewed the current policy at the June 20, 2023 meeting. The council made a number of suggestions including adding a six-month review, incorporation of the management plan into the evaluation and reviewing the library director evaluation process.

The 2023 draft of this policy is attached for common council review and approval.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

12/10/2019: Finance committee review of draft policy. The finance committee recommended the policy to the common council for consideration and approval with minor edits and an adjusted timeline.

12/17/2019: Common council approval of the City Manager Evaluation Policy.

FINANCIAL IMPACT

(If none, state N/A)

N/A

STAFF RECOMMENDATION

Staff recommends approval of the policy as proposed.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. City Manager Annual Review Policy 2023 (Draft)
2. Irving L Young Municipal Library – Library Director Evaluation Policy
3. ICMA Practices for Effective Local Government Leadership
4. Council Agenda Memo - 12/17/2019
5. City Manager Annual Review Policy - 01/07/2020
6. City Manager Performance Review Competencies - 2019

		<h2>City Manager Annual Review</h2>			
Owner:	HR Manager	Approving Position:	Common Council	Pages:	2
Issue Date:		Revision Date:		Review Date:	
Special Instructions:	This policy will be reviewed annually prior to conducting a review of the City Manager				

I. Policy

The common council of the City of Whitewater will conduct a formal evaluation of the city manager on an annual basis. The evaluation will consist of two parts: (1) a written evaluation and (2) a formal review session conducted at a regularly scheduled meeting, in closed session, with the city manager in attendance.

At either the first or second July common council meeting, council will conduct an informal review of goals related to city manager performance, strategic plan initiatives and management plan objectives.

All meetings of the common council as part of the evaluation will meet legal requirements of the State of Wisconsin's Open Meeting Law (Wisconsin Statutes **sections 19.83, 19.84 and 19.85. ~~(1)(c)~~**).

II. Guidelines

The formal evaluation provides both the city manager and the common council an opportunity for a comprehensive discussion of the city manager's performance in the previous year **and the goals for the next year**. The evaluation process will adhere to the following guidelines:

1. Performance review is an ongoing process. However, the evaluation will focus primarily on city manager performance for the previous calendar year.
2. The evaluation process will provide an outlet for feedback from common council members, department directors, and city manager direct reports. Complete anonymity will be maintained for all those providing feedback.
3. City manager **demonstration of** ~~exhibition~~ of Practices for Effective Local Government Leadership as provided by the International City/County Management Association (ICMA) will be considered as part of the evaluation process.
4. The evaluation process will include an assessment of city manager performance related to city manager goals for the prior year. The process will also include the establishment of clear goals and expectations for the city manager in the coming year.

III. Procedures

1. **No later than November 1, first regular meeting of November:** the ~~city manager~~ **HR manager, or his or her designee,** will provide common council members with a draft of the proposed evaluation tool, which **should** include a survey component/questionnaire for distribution to all participating employees and officials.
2. Second regular meeting of November: The common council will provide feedback to the ~~city manager~~ **HR manager or designee** on the evaluation tool, along with any corrections or suggested additions.
3. **No later than December 1, First Friday of December:** the ~~city manager per~~ **HR manager or his or her designee** will distribute the evaluation tool to all common council members, department directors and direct reports of the city manager for review and completion. Included with the evaluation tool will be a memo from the city manager reporting on the status of any goals, ~~including budget goals,~~ established in the previous year. In addition to the memo, the city manager will provide the common council with a completed self-evaluation form.
4. **No later than December 21, Third Friday of December:** all evaluation participants, including common council members, will return their completed evaluation to the ~~city manager~~ **HR manager or designee** responsible for the original distribution of the evaluation. Responses will then be compiled into a brief report for distribution to the common council and city manager. The ~~city manager~~ **HR manager or designee** will distribute a sealed hard copy of the report to common council members at least 72 hours prior to the second regular common council meeting in January.
5. Second regular meeting in January: Having received the summary report at least 72 hours in advance of the meeting, the common council will meet with the city manager in closed session to discuss the evaluation results as provided in the summary report. At this meeting, the common council will also discuss city manager performance related to existing goals and establish new goals for the city manager in the coming year.
6. **Contract Amendment – Should the common council and the city manager wish to amend the City Manager Employment Agreement as a result of the performance evaluation process, those mutually agreed upon amendments will be directed to the city attorney for drafting.**

IV. Performance

This City Manager Annual Review Policy is adopted to be a tool to assist the common council in evaluating the city manager's performance and is not intended to create any new contractual or legal obligation by the common council to perform the actions set forth herein:

1. This policy can be changed at any time by the Common Council and compliance with this policy by the Common Council is optional. Failure by the Common Council to comply with the terms and deadlines set forth herein shall be considered a valid and appropriate decision by the Common Council to not comply with the terms or obligations.

IRVIN L. YOUNG MEMORIAL LIBRARY

LIBRARY DIRECTOR EVALUATION POLICY

The library board of trustees conducts a formal evaluation of the library director on an annual basis. The evaluation will consist of two parts: (1) a written evaluation and (2) a formal review session conducted at a regularly scheduled board meeting, in closed session, with the director in attendance.

All meetings shall meet the legal requirements of the State of Wisconsin's Open Meeting Law (*Wisconsin Statutes* 19.85(1)(c)).

The performance review provides both the library director and the board of trustees an opportunity for a comprehensive discussion of the performance of the director and the goals for the next year. Performance review is an ongoing process. The job performance during the entire period is the basis for the review and rating.

The evaluation committee will work with the director and other members of the board to complete the written evaluation. The committee will use evaluation tools agreed to by the board that outlines specific performance standards for evaluation and a defined rating system. Considerations will be given to board, staff and city evaluations. The process for conducting the director's evaluation is as follows:

1. No later than **Nov. 10**, the director will submit a completed evaluation form as a "self-evaluation" to the evaluation committee, including the progress made toward completing the annual goals and objectives set by the board for that year. In addition, and separately, the director will submit a proposed list of goals and objectives for the following year.
2. At the regular **Nov. board meeting**, the evaluation committee will provide copies of the director's self-evaluation to the other members of the board, along with blank copies of the evaluation form for their written evaluation and copies of the director's proposed goals and objectives for the following year. The evaluation committee will also provide staff with blank copies of the evaluation form along with a cover letter at this time.
3. No later than **Nov. 30**, the members of the board and library staff will submit their completed evaluations of the director's performance to the evaluation committee. The

evaluation committee will request a copy of the city's evaluation. The evaluation committee will compile, summarize and distribute the results of all of the evaluation tools to the board for consideration prior to the closed session of the regular December board meeting.

4. After the closed session of the regular December board meeting, the evaluation committee will draft the final annual performance review based on the direction from the board.
5. No later than **Jan. 5**, the evaluation committee will provide the director and the board with the final performance review.
6. During the formal review at the closed session of the regular **January board meeting**, the board and the director will discuss the written review, complete the annual evaluation of the director, and adopt goals for the next twelve-month period.

IRVIN L. YOUNG MEMORIAL LIBRARY

Performance Review Timeline & Checklist Library Director

Timeline

October Board Meeting	Advise director that performance review is due
Nov. 10	Performance review due from director
Nov. 10	Request evaluation information from city manager
Nov. Board Meeting	Distribute review forms to board & staff
Nov. 30	All review forms returned to evaluation committee
Dec.8	Evaluation committee distributes review packets to board
Dec. Board Meeting	Board prepares for final review of director in closed session
Jan. 5	Evaluation committee distributes review to board & director
Jan. Board Meeting	Board conducts final review with director in closed session and approves goals
July Board Meeting	Six month review of goals

Checklist

- Advise director that performance review is due
- Provide director with copy of blank performance review form
- Advise director to rate him/ herself using performance review form
- Advise director to rate him/herself against their goals
- Advise director to prepare goals for next year
- Prepare cover letter for staff
- Prepare copies of blank performance review forms for staff
- Request copy of evaluation from city manager
- Compile results and ensure that all board members receive a copy
- Review Library Director Job Description and revise if applicable
- Complete final review form and sign
- Provide copy of signed review form to director
- Complete the process of revising the Library Director Job Description if applicable
- File completed review in lockbox

Practices for Effective Local Government Leadership

ICMA delivers the latest research in the 14 core areas critical for effective local government leadership and management.

ICMA University is the premier resource for local government leadership and management training. Our programs are designed to advance your career, enrich your community, and contribute to your professional fulfillment. ICMA's online workshops and programs bring the latest research from leading experts to your office. Our conferences and in-person workshops allow you to network with colleagues and exchange ideas. All ICMA University programs are drawn from the 14 core competencies that members have determined are essential to local government leadership and management.

ICMA's professional development programs encourage local government professionals to think in terms of leading the organization and not just managing the organization. Leadership is engaging with and inspiring others to participate in developing, achieving, articulating, and embodying a shared set of values, shared sense of purpose, and shared vision of the desired community outcome. Leadership requires professionals who are highly interpersonally competent as well as self-aware.

ICMA also recognizes the leadership role of local government managers in creating and maintaining resilient and livable communities. Through the responsible stewardship of public resources, our communities will retain the economic, environmental, and social capital needed to prosper for future generations.



1. PERSONAL AND PROFESSIONAL INTEGRITY

Being fair, honest, and ethical in all personal and professional relationships and activities

Leadership dimensions that contribute to this core content area are:

- Fostering ethical behavior throughout the organization through exemplary personal actions
- Ensuring the decision-making model reflects integrity, honesty, and openness.

Management dimensions that contribute to this core content area are:

- Conducting professional relationships and activities fairly, honestly, ethically, and in conformance with the ICMA Code of Ethics and the policies of your local government to maintain public confidence in the profession and local government
- Performing official and personal affairs in a manner that clearly conveys that you cannot be improperly influenced
- Fostering ethical behavior throughout the organization through staff training on administrative ethics and the ICMA Code of Ethics
- Holding staff accountable and instilling accountability into operations
- Communicating ethical standards and guidelines to others.

2. COMMUNITY ENGAGEMENT

Ensuring and managing community involvement in local government to support good decision making

Leadership dimensions that contribute to this core content area are:

- Building relationships among local, state, and federal elected and appointed officials to advocate for the community
- Ensuring robust public outreach in the policy-making process
- Respecting the governing body's role in setting direction and vision, and helping staff and the community understand the governing body's role in the democratic process
- Working to promote civility in public discourse
- Advocating for diverse viewpoints to be considered and helping the organization seek them out when they appear to be missing.

Management dimensions that contribute to this core content area are:

- Understanding the perspectives of elected officials and being mindful of competing public values in policy recommendations
- Learning and respecting a community's history with various political, social, and economic issues
- Engaging with and understanding the viewpoints of key stakeholders in the community; committing to ongoing communication about expectations, decisions, and outcomes
- Understanding emerging technologies that are designed to promote open dialogue between local government and constituents
- Employing a range of engagement, positive communication, and conflict resolution methods.

3. EQUITY AND INCLUSION

Creating an environment of involvement, respect, and connection of diverse ideas, backgrounds, and talent throughout the organization and the community

Leadership dimensions that contribute to this core content area are:

- Authentically bringing everyone, including traditionally excluded individuals and groups, into processes, activities, and decision making
- Taking a proactive approach to service delivery and decision making that accounts for underlying differences in opportunities, burdens, and needs, in order to equitably improve the quality of life for all.

Management dimensions that contribute to this content area are:

- Driving measures, goals, and plans around diversity, equity, and inclusion within your organization and community; communicating the vision for why and how achieving these goals will improve the organization and service delivery
- Understanding and championing sustainable support mechanisms such as affinity groups, mentoring programs, and cultural celebrations
- Educating the organization on common behaviors that advance diversity and inclusion efforts and address implicit biases
- Being aware of and acknowledging culturally significant events and holy days for employees and community members
- Creating opportunities for employees and community members to learn about each other's cultural backgrounds, lives, and interests; building relationships through increased understanding.

4. STAFF EFFECTIVENESS

Taking responsibility for the development, performance, and success of employees throughout the organization

Leadership dimensions that contribute to this core content area are:

- Energizing the team to reach a higher level of performance
- Providing the team with a sense of direction and purpose, and balancing the big picture framework with day-to-day operations
- Prioritizing collaboration and efforts that create a shared sense of success
- Being a role model and demonstrating behavior expected by others
- Developing an environment where staff are encouraged to learn new skills and try new ideas
- Developing meaningful connections with people at all levels of the organization
- Facilitating teamwork.

Management dimensions that contribute to this core content area are:

- Setting clear expectations for the organization and work groups
- Creating an empowering work environment that encourages responsibility and decision making at all organizational levels
- Delegating: assigning responsibility to others and relying on staff
- Coaching and mentoring: providing direction, support, and feedback to enable others to meet their full potential
- Conducting effective performance evaluations, reviewing success and opportunities for achievement of goals and work objectives, providing constructive feedback, and identifying others' developmental needs and available ways to address those needs
- Creating a positive atmosphere where interactions are based in respect and professionalism.

5. PERSONAL RESILIENCY AND DEVELOPMENT

Demonstrating a commitment to a balanced life through ongoing self-renewal and development in order to increase personal capacity

Leadership dimensions that contribute to this core content area are:

- Modeling healthy work habits to your employees
- Modeling a healthy lifestyle to your employees
- Actively encouraging a personal and professional growth and development mindset throughout the organization
- Seeking and providing support when career setbacks occur.

Management dimensions that contribute to this core content area are:

- Periodically establishing personal development goals

- Successfully integrating work and personal responsibilities; periodically assessing yourself and seeking input from trusted others on their assessment of your work-life balance or integration
- Continually practicing mindfulness of your stress levels
- Identifying areas where you would like to gain knowledge or skills and developing a plan to acquire those skills and knowledge.

6. STRATEGIC LEADERSHIP

Defining and communicating a vision and leveraging all resources and tools to achieve it

Leadership dimensions that contribute to this core content area are:

- Creating, conveying, and instilling a unified vision and purpose by illustrating and providing examples of what the future will look like
- Fostering a safe place to take risks and initiative; serving as an example to others by applying lessons learned to future initiatives, decision making, and risk taking
- Examining the full scope of factors that influence an issue, determining calculated risks, and developing and using relationships and interpersonal skills to build consensus
- Implementing integrated solutions to complex problems that address the needs of all stakeholders
- Creating new and innovative strategies to deal with rapid change by assessing the environment, synthesizing strategies and plans, ensuring organizational direction and alignment, generating excitement in the workforce, and celebrating new ideas
- Thinking and acting to instill a culture of continuous improvement; moving the organization forward through consistent examination of methods and integration of new and innovative business trends
- Demonstrating high interpersonal competence and educating yourself on fundamental concepts such as self-awareness, judgment, emotions, power, resistance to change, and trust.

Management dimensions that contribute to this core content area are:

- Sharing, supporting, and advocating the organization's mission and vision by developing and communicating the vision to staff and others
- Creating an environment through coaching that encourages others to address complex problems using a strategic approach
- Providing resources and training to support creative innovation and problem-solving and seeking opportunities for improvement as well as new initiatives.

7. STRATEGIC PLANNING

Developing a plan of action that brings the community together, provides clarity of purpose and priorities, and guides the organization's actions in achieving its goals and objectives

Leadership dimensions that contribute to this core content area are:

- Ensuring the organization is focused on the core mission, plans are implemented, and resources are available to achieve the plan's goals and objectives.
- Ensuring that the social responsibility of the organization is well understood and forms part of the planning process
- Making sure the plan ties all parts of the organization together and that everyone sees themselves in the plan and is invested in the plan
- Making sure that the planning process is highly participative, involves all levels of the organization, has strong support from the elected officials and the community, and coalesces everyone around the plan
- Building an integrated planning system that begins with the community and flows to corporate, operational, and individual plans. Plan examples include short- and long-term financial, human resource and workforce, enterprise-wide technology, capital improvement and asset management, and community.

Management dimensions that contribute to this core content area are:

- Carrying out the planning process incorporating the needs of all stakeholders, including input from the community, elected officials, and staff
- Completing an environmental scan and assessment of organizational strengths, weaknesses, opportunities, and threats including major economic, social, and competitive factors
- Developing a vision and mission for the organization that are aspirational and reflect the organization's social responsibility
- Ensuring that organizational values are incorporated into strategy and plans at all levels
- Determining goals and key strategic objectives and indicators
- Completing a strategic planning document
- Implementing the strategic plan
- Assessing the results of the planning effort through data collection and measurement and benchmarking of performance
- Ensuring necessary improvements to processes and systems so that attainment of goals and objectives is possible.

8. POLICY FACILITATION AND IMPLEMENTATION

Engaging with elected officials and other community stakeholders to create and execute policies that achieve common goals and objectives

Leadership dimensions that contribute to this core content area are:

- Assessing the environment to determine the best approach or style for championing a project to success
- Maintaining perspective and focus on both short- and long-term outcomes
- Listening to identify core interests and build cooperation and consensus among and within diverse groups
- Helping diverse groups identify common goals and act effectively to achieve them
- Energizing a group: acting as a stimulus for group action
- Demonstrating courage and taking responsibility for advancing the policy discussion
- Knowing when to lead others and when to follow the lead of others
- Accepting and implementing elected officials' decisions that run counter to your recommendations
- Being politically savvy: recognizing and navigating relationships to influence and achieve positive results
- Understanding the political environment and the impact of decision making on diverse groups.

Management dimensions that contribute to this core content area are:

- Helping elected officials develop a policy agenda that can be implemented effectively and that serves the best interests of the community
- Understanding the policy cycle, including problem definition, data gathering, development and analysis of alternatives, and ranking and recommendations
- Communicating sound information and recommendations
- Developing fact sheets, issue briefs, and other materials to provide information to decision makers and other stakeholders
- Respecting the role and authority relationships between elected and appointed officials
- Recognizing interdependent relationships and multiple causes of community issues
- Anticipating the consequences of policy decisions and their link to strategy
- Acting as a neutral party in the resolution of policy disputes; using mediation and negotiation techniques
- Identifying core initiatives, long-term trends, and policy issues to support and enhance the success of local government
- Participating in national, state, provincial, regional, and local policy discussions.

9. COMMUNITY AND RESIDENT SERVICE

Discerning community needs and providing responsive, equitable services

Leadership dimensions that contribute to this core content area are:

- Convening, encouraging, and ensuring that all facets of the community are represented and have physical or technological access to engage in and be informed about community discussions and issues
- Celebrating participation and engagement of the community
- Building a culture of transparency throughout the organization
- Making difficult funding recommendations and building consensus when needed, taking service equity into consideration
- Understanding that different approaches are needed to account for different needs.

Management dimensions that contribute to this core content area are:

- Adopting a variety of data collection methods to determine community and resident needs and to inform decision making
- Using technology to build an open and engaging relationship between residents and their government
- Employing various communication methods, including social media, to ensure transparency and to tell the story of local government services and performance
- Providing complete, accurate, and timely information.

10. SERVICE DELIVERY

Understanding the basic principles of service delivery, using strategic decision making and continuous improvement to serve the organization and community, and influencing the components and relationships between operational areas

Leadership dimensions that contribute to this core content area are:

- Championing and supporting comprehensive plans and quality standards for service delivery and efficiency
- Anticipating the probability and impact of external influences on the organization, community, and individual service levels; initiating change to harness positive impacts and mitigate negative impacts
- Identifying strategic decisions required to pivot current resources and policies to achieve a desired future state
- Holding managers and staff accountable for measuring performance, using data to improve services, sharing data with other communities, and using data to communicate with constituents and tell a story
- Building a culture that values high performance and continuous improvement.

Management dimensions that contribute to this core content area are:

- Understanding the basic principles of service delivery in functional areas
- Systems planning: Understanding the processes by which functional and operational systems can impact the ability to grow jobs and improve the economy, to control cost of government, and to improve quality of life; recognizing that systems are interrelated and interdependent and must work in a coordinated fashion in order to maintain long-term community vitality
- Asking the right questions of functional experts to ascertain service delivery needs and corresponding solutions
- Understanding the roles and responsibilities of all levels of management and aligning those with the broader mission and vision of the organization
- Identifying the interconnectivity within the organization and with other levels of government—horizontal integration and collaboration—to create opportunities to improve service or efficiency
- Identifying, gathering, and reporting performance measures in a manner that is meaningful, understandable, and efficient; using data to lead and manage the organization and deliver results.

11. TECHNOLOGICAL LITERACY

Demonstrating an understanding of information technology and ensuring that it is incorporated appropriately in service delivery, information sharing, and public access

Leadership dimensions that contribute to this core content area are:

- Remaining future oriented to anticipate how new developments in technology can be applied to local government
- Being a change agent, role model, and advocate for technology innovation that improves the organization and community
- Engaging the users of technology in decision making about the tools they use to serve the community and accomplish tasks
- Sharing data and technology with other communities to improve delivery of service and, ultimately, quality of life.

Management dimensions that contribute to this core content area are:

- Identifying the organization's technology needs and devising strategic plans to meet those needs
- Managing technology resources to maintain up-to-date systems, software, and infrastructure; establishing a business continuity plan
- Ensuring security of information technology systems
- Continually exploring work process and process improvements; automating only effective processes.

12. FINANCIAL MANAGEMENT AND BUDGETING

Implementing long-term financial analysis and planning that integrates strategic planning and reflects a community's values and priorities; preparing and administering the budget

Leadership dimensions that contribute to this core content area are:

- Supporting transparency in financial planning and budget development by involving the community to identify goals and prioritize spending
- Building financial resiliency by analyzing risk, anticipating future trends and challenges, and planning for the unexpected
- Using the budget to tell a story and as a vehicle to connect with and inform the community
- Understanding the community and governing body's priorities and advancing them through the budget and short- and long-term financial planning and management
- Communicating and working collaboratively with departments and stakeholders throughout the budget process and through ongoing financial management
- Ensuring the governing body is well informed about its fiduciary responsibilities.

Management dimensions that contribute to this core content area are:

- Implementing short- and long-term financial analysis and planning
- Preparing accurate and understandable capital and operating budgets
- Providing information for effective budget and financial planning decisions by elected officials and other stakeholders
- Administering the adopted budget and ensuring accountability for spending
- Taking responsibility for preventing fraud in the system
- Engaging in strategic planning to direct the development of goals and the budget document
- Engaging employees across the organization in strategic planning, budget development, and ongoing budget management
- Measuring performance and assessing the results of spending
- Understanding investments and best practices of government finance officers
- Interpreting financial information to assess the short- and long-term fiscal condition of the community, determine the cost-effectiveness of programs, and compare alternative strategies.

13. HUMAN RESOURCES MANAGEMENT AND WORKFORCE ENGAGEMENT

Ensuring that the policies and procedures of the organization are applied consistently and fairly, and motivating and engaging the workforce to its highest potential

Leadership dimensions that contribute to this core content area are:

- Encouraging each employee to be focused on personal growth; proactively providing professional and leadership development opportunities for staff
- Modeling the organization's values
- Building a culture of trust and inclusiveness in which employees understand the big picture and how their positions fit within it
- Ensuring that hiring practices are open and transparent and that diversity goals are acted upon
- Actively engaging employees in the development of a high-performance organization
- Forecasting the needs of the workforce and institutionalizing succession planning.

Management dimensions that contribute to this core content area are:

- Understanding the organization's policies and procedures, making sure that they remain current, and ensuring that they are applied consistently
- Understanding the collective bargaining process
- Keeping current on trends in human resources management
- Understanding employee and employer rights and responsibilities and applicable laws and regulations
- Providing for continuous education and improvement, including coaching, mentoring, and access to professional and leadership development
- Recruiting, retaining, and developing a talented workforce
- Aligning the organization's human capital with the strategic objectives of the governing body.

14. COMMUNICATION AND INFORMATION SHARING

Effectively facilitating the flow of ideas, information, and understanding

Leadership dimensions that contribute to this core content area are:

- Articulating personal support for policies, programs, or ideas that advance organizational and community objectives
- Practicing emotional intelligence, including understanding and managing your own and others' emotions and harnessing emotions to apply them to tasks like thinking and problem solving
- Using verbal and nonverbal communication and cues to inspire and motivate
- Effectively communicating with elected officials
- Maintaining poise and composure while presenting in emotionally charged and crisis situations
- Understanding your environment; knowing when to engage and when not to engage
- Building a culture of transparency in the organization that facilitates effective information sharing across the entire organization and community
- Strategically supplementing the organization's communication tools to provide the most effective outreach opportunities.

Management dimensions that contribute to this core content area are:

- Clearly and articulately conveying a message to diverse audiences who have different levels of understanding of the content
- Selecting the most effective communication methods and using interesting and compelling tools to share information, including story telling
- Communicating and sharing information respectfully, credibly, and confidently
- Communicating complex material in a nontechnical way

- Anticipating things that can go wrong and preparing accordingly
- Demonstrating a solid grasp of the subject matter
- Understanding, appreciating, and interacting with persons from cultures or belief systems other than one's own
- Providing accurate information in a timely manner
- Training staff on how to appropriately and effectively communicate with various stakeholders, including traditional and social media, with one message and one voice, and in compliance with community protocols
- Preparing a crisis communication protocol
- Establishing positive working relationships with the media and other key information-sharing outlets
- Understanding and training staff on the importance of appropriate compliance with public records requests.



Council Agenda Item

Meeting Date:	December 17, 2019
Agenda Item:	City Manager Annual Review Policy
Staff Contact (name, email, phone):	Cameron Clapper, cclapper@whitewater-wi.gov , 262-473-0104

BACKGROUND

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

Each year, the common council evaluates the performance of the city manager. While the evaluation process occurs annually, the timing has varied slightly from year to year. The policy proposed for consideration would “automate” the evaluation process, ensuring the timing of the evaluation is consistent annually.

The evaluation process as proposed in the attached policy would begin near the end of the calendar year and conclude with a closed session meeting at the last common council meeting in January of each year. A draft of this policy was presented to the finance committee on December 10. The policy was recommended to the common council for review and approval with some minor edits and a change in the timeline that would allow for the final evaluation meeting to occur in January each year.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

12/10/2019: Finance committee review of draft policy. The finance committee recommended the policy to the common council for consideration and approval with minor edits and an adjusted timeline.

FINANCIAL IMPACT

(If none, state N/A)

N/A

STAFF RECOMMENDATION

Staff recommends approval of the policy as proposed.

Staff further recommends that a different timeline be allowed for the 2019 evaluation given the date of the common council presentation.

The adjusted timeline for the 2019 evaluation would be as follows:

- December 20, 2019: Distribution of proposed evaluation tool to the common council.
- January 7, 2020: Final review of the evaluation tool by the common council.
- January 10, 2020: The city manager will distribute the evaluation tool, per his designee, to all common council members, department directors, and direct reports for review and completion.
- January 24, 2020: Completed evaluations are submitted to the city manager designee for compilation in a final report.
- January 31, 2020: The city manager designee will distribute the report to common council members and the city manager for review.
- February 4, 2020: the common council meets with the city manager in closed session to discuss the review and provide direction.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. City Manager Annual Review Policy (Draft)
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		<h2>City Manager Annual Review</h2>			
Owner:	City Manager	Approving Position:	Common Council	Pages:	2
Issue Date:	01/07/2020	Revision Date:		Review Date:	
Special Instructions:	This policy will be reviewed annually prior to conducting a review of the City Manager				

I. Policy

The common council of the City of Whitewater will conduct a formal evaluation of the city manager on an annual basis. The evaluation will consist of two parts: (1) a written evaluation and (2) a formal review session conducted at a regularly scheduled meeting, in closed session, with the city manager in attendance. All meetings of the common council as part of the evaluation will meet legal requirements of the State of Wisconsin's Open Meeting Law (Wisconsin Statutes 19.85(1)(c)).

II. Guidelines

The formal evaluation provides both the city manager and the common council an opportunity for a comprehensive discussion of the city manager's performance in the previous year. The evaluation process will adhere to the following guidelines:

1. Performance review is an ongoing process. However, the evaluation will focus primarily on city manager performance for the previous calendar year.
2. The evaluation process will provide an outlet for feedback from common council members, department directors, and city manager direct reports. Complete anonymity will be maintained for all those providing feedback.
3. City manager exhibition of Practices for Effective Local Government Leadership as provided by the International City/County Management Association (ICMA) will be considered as part of the evaluation process.
4. The evaluation process will include an assessment of city manager performance related to city manager goals for the prior year. The process will also include the establishment of clear goals and expectations for the city manager in the coming year.

III. Procedures

1. First regular meeting of November: The city manager will provide common council members with a draft of the proposed evaluation tool, which may include a survey component/questionnaire for distribution to all participating employees and officials.
2. Second regular meeting of November: The common council will provide feedback to the city manager on the evaluation tool, along with any corrections or suggested additions.
3. First Friday of December: The city manager per his or her designee, will distribute the evaluation tool to all common council members, department directors, and direct reports of the city manager for review and completion. Included with the evaluation tool will be a memo from the city manager reporting on the status of any goals, including budget goals, established in the previous year. In addition to the memo, the city manager will provide the common council with a completed self-evaluation form.
4. Third Friday of December: All evaluation participants, including common council members, will return their completed evaluation to the city manager designee responsible for the original distribution of the evaluation. Responses will then be compiled into a brief report for distribution to the common council and city manager. The city manager designee will distribute a sealed hard copy of the report to common council members at least 72 hours prior to the second regular common council meeting in January.
5. Second regular meeting in January: Having received the summary report at least 72 hours in advance of the meeting, the common council will meet with the city manager in closed session to discuss the evaluation results as provided in the summary report. At this meeting, the common council will also discuss city manager performance related to existing goals and establish new goals for the city manager in the coming year.

1. Competency: Leadership
 - The City Manager promotes the positive development of employee resources and morale; demonstrates the ability to build-up and motivate employees, provide direction, monitor performance and make changes when necessary.
2. Competency: Drive & Attitude
 - Demonstrates initiative, good mental and physical stamina, and is considered a self-starter; is cooperative, willing to adapt and is enthusiastic toward the City.
3. Competency: Self-Assurance & Confidence
 - Is self-assured in his leadership abilities and is able to take constructive criticism/feedback for improvement; Takes responsibility for his mistakes and is honest with himself and others; is capable of making decisions and taking required actions without undue supervision from the Common Council.
4. Competency: Judgment & Decisiveness
 - Exercises good judgment in making decisions and in his general conduct; takes a rational and impersonal viewpoint based on facts and qualified opinions; reaches quality decisions in a timely fashion.
5. Competency: Stress Management
 - Responds well to stressful situations and adequately deals with the stress inherent to the position; is capable of resolving problems under strain and unpleasant conditions and is able to tolerate conditions of uncertainty.
6. Competency: Integrity & Quality of Work
 - Demonstrates fairness, honesty, and legal awareness in his professional activities; is ethical, accurate, thorough and objective in his work and provides objective recommendations.
7. Competency: Employee Development
 - Promotes the positive development of Department Heads and staff; Recruits, appoints, trains, and retains quality employees; effectively delegates responsibility for projects, tasks, and assignments and fully utilizes the skills and capacity of employees; is available to employees for providing guidance and counseling related to projects, performance and other employee needs.
8. Competency: Organizational Skills
 - Demonstrates an ability to understand and prioritize the goals and requests of elected officials and staff; is effective in providing short-term and long-term allocation and analysis of employee and financial resources; Is able to juggle multiple and varied projects and service requests.
9. Competency: Policy Execution
 - Demonstrates a comprehensive understanding of municipal policies and procedures; consistently complies with municipal policies and procedures ensuring that staff members effectively carry out policy directives established by the Common Council; successfully accomplishes goals and objectives of the organization by measuring results and taking corrective action when needed.
10. Competency: Accessibility & Responsiveness (Internal)
 - Makes himself available to City Staff to discuss matters arising from the day-to-day administration of the City; Exhibits a willingness to set up and keep appointments and to respond to questions, calls or requests for information in a timely manner; Is timely with returning phone calls, memos and emails and makes himself available for meetings as needed; Demonstrates a willingness to

understand and probe problems presented to him and is flexible in problem solving; Responds in an evenhanded manner; Values the opinions of others and is open to criticism/feedback for improvement.

11. Competency: Accessibility & Responsiveness (External)

- Makes himself and/or other City staff available to elected officials, volunteers, residents, and other parties doing business with the City, to discuss matters either in person or via telephone conference; exhibits a willingness to set up and keep appointments and return calls; makes himself available to citizens, businesses and governmental groups and is customer-service oriented; responds to questions, calls or requests for information in a timely manner; Returns phone calls, memos and emails in a timely manner; demonstrates a willingness to understand and probe problems presented to him; Is flexible in problem solving and responds in an evenhanded manner; values the opinions of others and is open to criticism/feedback for improvement.

12. Competency: Oral Communication

- Is a competent public speaker and is able to effectively articulate an answer to a question to relay his point of view; answers are direct and concise and he exhibits diplomacy when dealing with others; represents the City of Whitewater in an appropriate and business-like manner and can effectively represent the policy views of the Common Council; demonstrates good listening skills and is able to persuade without diminishing the view of others.

13. Competency: Written Communication

- Written correspondence and reports are clear, concise, thorough, and timely; reports provide an appropriate amount of information and he keeps the Common Council, City staff, news media, and other stakeholders well informed.

14. Competency: Community Reputation

- Properly avoids politics and partisanship; demonstrates honest interest in the community and is regarded as a person of high integrity and ability; properly conveys the policies and programs of the City to community members and his credibility is viewed as an asset to the City.

15. Competency: Financial Management Skills

- Financial management practices are designed to maintain a sound, long-ranged, and responsible fiscal condition for the City; financial presentations and documents are clear.

16. Competency: Planning & Budgeting

- Develops the annual budget and strategic goals in a systematic and effective manner, involving the Common Council and the public throughout the process; delivers budget proposals that are reasonable and appropriate and demonstrates the ability to execute an annual budget effectively by controlling expenses within the levels established in the budget.

17. Strengths:

- If you were Cameron's leadership coach, what would you tell him are his most effective leadership qualities and behaviors?

18. Improvement Priority:

- If you were Cameron's leadership coach, what specific leadership qualities and behaviors would you encourage him to improve and develop?



Council Agenda Item

Meeting Date:	August 1, 2023
Agenda Item:	Water Credit Practice
Staff Contact (name, email, phone):	Brad Marquardt, bmarguardt@whitewater-wi.gov , 262-473-0139

BACKGROUND

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

Currently the Finance Department gives lawn watering credit for the months of June, July and August. These credits are given to residents who have asked for a summer credit. The credit is set up in the billing system as an automatic credit for the three months and is reviewed on a yearly basis. The City does not promote this as the PSC wants Utilities to promote the conservation of water through limiting unnecessary water use, such as lawn watering.

Residents who install a new lawn can call and ask for a lawn watering credit for the installation of a new lawn. Typically, this is given for two months. If the call is received in the spring, the lawn watering credit is typically automatically extended through August. But not necessarily set up for automatic credit the following year unless specifically asked for.

The lawn watering credit is based off of an average of 4 previous non-watering months, plus 10%. Any usage over this adjusted base volume is not charged for wastewater usage.

Credit is also given to residents who fill up a pool or for the occasional forgetting to turn off a hose. Staff can look at the daily water usage and determine the amount of water that went into the pool or through a hose. That amount is deducted from the wastewater portion of the bill.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

N/A

FINANCIAL IMPACT

(If none, state N/A)

N/A

STAFF RECOMMENDATION

Based on the information provided in the attached spreadsheet, staff would recommend we keep our current practice of offering water credits, upon requests from a resident, for the months of June, July and August based on the 4 previous non-watering months plus 10%, and to allow for two continuous months of new lawn installation.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Watering Credit Information for other Municipalities

City	Credit Description
Burlington, WI	Have to have a separate meter for outside watering
Deforest, WI	Average water consumption based on Oct-April, used for sewer consumption
Delavan, WI	Have to rent a outside meter. No sewer charged for what goes through the rented meter. A reduction is applied on the 2nd and 3rd quarters of the sewer bill. This reduction is referred to as the "Summer Credit." The Summer Credit takes into consideration that not all of the residential water consumed in the billing months, March 9 - September 9, enter the wastewater treatment system due to residents watering lawns and washing cars. The summer credit, for sewer, is calculated by averaging the water consumption in the 4th quarter of the previous year and the 1st quarter of the current year plus 10%. This calculation is then multiplied by the Sewer Volume Charge to compute the Summer Irrigation Allowance.
East Troy, WI	The 1st and 4th quarter sewer bills will not receive the Residential Summer Irrigation Allowance (Summer Credit). Sewer calculations for these billing periods will be based on water consumption. Summer Irrigation Allowance Example: If you used 13,000 gallons in the 4th billing quarter and 14,000 gallons in the 1st billing quarter, your average is 13,500 gallons (13,000 + 14,000 / 2 = 13,500). Then multiply 13,500 x 10% = 1,350 + 13,500 = 14,850 gallons is your Summer Irrigation Allowance.
Elkhorn, WI	March water consumption used for sewer consumption
Fort Atkinson, WI	Average water consumption used for sewer consumption
Jackson, WI	For first year construction only. Have to keep track of meter usage each time they water and turn a form in to receive a credit.
Janesville, WI	Need to purchase a "separate clear water meter" for outside watering to deduct sewer
Jefferson, WI	No water credits given.
Milton, WI	Have to rent a outside meter. Sewer Credit for what goes through the rented meter.
Palmyra, WI	Have to have a separate meter for outside watering to not be charged sewer.

Credit Type	Additional Info	Additional Info
Does not pay for sewer charges on amount that runs through the additional meter.	Additional Meter Charge	Plumber needed at owners cost to install necessary plumbing for additional meter.
Does not pay for sewer on water useage above the calculated average.	May-September	\$150 application fee
Does not pay for sewer charges on amount that runs through the additional meter.	\$50.00/week rental fee	Plumber needed at owners cost to install necessary plumbing for additional meter.
Does not pay for sewer on water useage above the calculated average.	March 9-September 9	
Does not pay for sewer on water useage above the calculated average.	June-August	
Does not pay for sewer on water useage above the calculated average.	May-August	
Does not pay for sewer charges on the amount recorded meter usage form.	Maximum of \$100 credit	
Does not pay for sewer charges on amount that runs through the additional meter.	The clear water meter is purchased by the property owner and installed by Utility staff to measure their outside water usage. A permit is required for any plumbing modifications and is the responsibility of the property owner. The property owner is also responsible for maintenance and upkeep of the clear water meter. Any Utility service calls will be billed to the property owner.	5/8 inch purchase cost =\$231.37
	Priced by volume, more volume lower rate.	
Does not pay for sewer charges on amount that runs through the additional meter.	\$12.00/mo rental fee	\$84.00 Security Deposit
Does not pay for sewer charges on amount that runs through the additional meter.	Additional Meter Charge	

Additional Info

Sewer Credit for what goes through the meter



Common Council Agenda Item

Meeting Date: Wednesday, June 28 2023

Agenda Item: Lakes Dredging Bid Results

Staff Contact (name, email, phone): Eric Boettcher – eboettcher@whitewater-wi.gov

BACKGROUND

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

As the focus of the lakes project has shifted to address the shoreline, the main concern now is the receding cattails and vegetation along the edge of the lake’s shoreline. To reduce the vegetation growth, additional cutting and dredging will be needed to help the designated areas. The goal is to help assist the natural process of the receding of vegetation.

The city has completed the bidding process for the additional dredging project. Current bids totals were more expensive than what was originally quoted due to additional vegetation growth (cattails growing taller) in project dredging areas. The city will look to adjust the timing of the project to early 2024 in hopes of allowing for lower bid prices once the vegetation dies off this winter. This will reduce the amount of vegetation to be removed which in turn will lower the cost.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

June 6, 2023 Common Council Meeting – Voted bring back with more information to later Common Council Meeting.

Jun 28, 2023 Park Board Meeting – Park Board voted to approve to take dredging option forward to City Council.

FINANCIAL IMPACT

(If none, state N/A)

- Shoreline Dredging Bids came in the range of 111,450 – 180,000.
- Project budget was for \$75,000

STAFF RECOMMENDATION

Staff recommends to reject bids, reassess the project are and rebid in early part of 2024 to reduce the cost.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Bid Packets Received



Parks and Recreation Department
312 W. Whitewater Street
Whitewater, WI 53190

Eric Boettcher
Parks and Recreation Director
PHONE: (262) 473-0500 x2222
FAX: (262) 222-5901
Email: eboettcher@whitewater-wi.gov
WEBSITE: www.ci.whitewater-wi.gov

July 13, 2023
City of Whitewater
Bid Notice

The City of Whitewater will be accepting bids for the following:
12,300 square feet of mechanical dredging of Cravath Lake and 4000 square feet of mechanical dredging of Trippe Lake. Bids will be accepted until July 26, 2023 at 3:00 pm. At that time the bids received will be publicly opened and publicly recorded. Bid packets can be obtained from the City Clerk, located at the City Municipal building, 312 W. Whitewater Street, Whitewater, WI, between the hours of 8:00 am – 4:30 pm. For further information contact Eric Boettcher, Parks and Recreation Director at 262-473-0122. The City of Whitewater receives the right to reject any and all bids, waive any informalities in bidding, and to accept the bid deemed most advantageous to the City of Whitewater,

City of Whitewater
Karri Anderberg, City Clerk

CITY OF WHITEWATER
WHITEWATER, WISCONSIN
CRAVATH AND TRIPPE LAKE DREDGING

SPECIFICATIONS

Bid Security – A bid must be accompanied by Bid security made payable to OWNER in an amount of 5% of the Bidder’s maximum Bid price and in the form of a certified check, bank money order, or a Bid Bond.

The Bid security of the apparent Successful Bidder will be retained until OWNER awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, OWNER may consider Bidder to be in default, annul the notice of Award, and the Bid security of the Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of OWNER’S damages in the case of a damages-form bond. Such forfeiture will be OWNER’S exclusive remedy if Bidder defaults.

Performance and Payment Bond – Successful bidder shall furnish the OWNER with a Performance and Payment Bond equal to 100 percent of the contracted amount.

Insurance – Contractor shall furnish and deliver to the OWNER a certificate of insurance for worker’s compensation and an umbrella certificate of liability and property insurance in the minimum amount of \$1 million before beginning work, and shall notify OWNER immediately of any cancellation or change in insurance coverage.

Contract Award – Bids will be opened on July 26, 2023 at 3:00 pm. The Bids will be reviewed by staff and the Contract awarded at the August 2023 Common Council meeting.

Completion – All work shall be completed within 30 days of starting the Project. All work shall be completed by October 15, 2023.

Dredging Permit – City of Whitewater will provide the WDNR dredging permit for the project.

Project Site Locations: Cravath Lake Park – 341 S. Fremont Street – Whitewater, WI 53190
Trippe Lake Park – 407 S. Wisconsin Street – Whitewater, WI 53190

Project

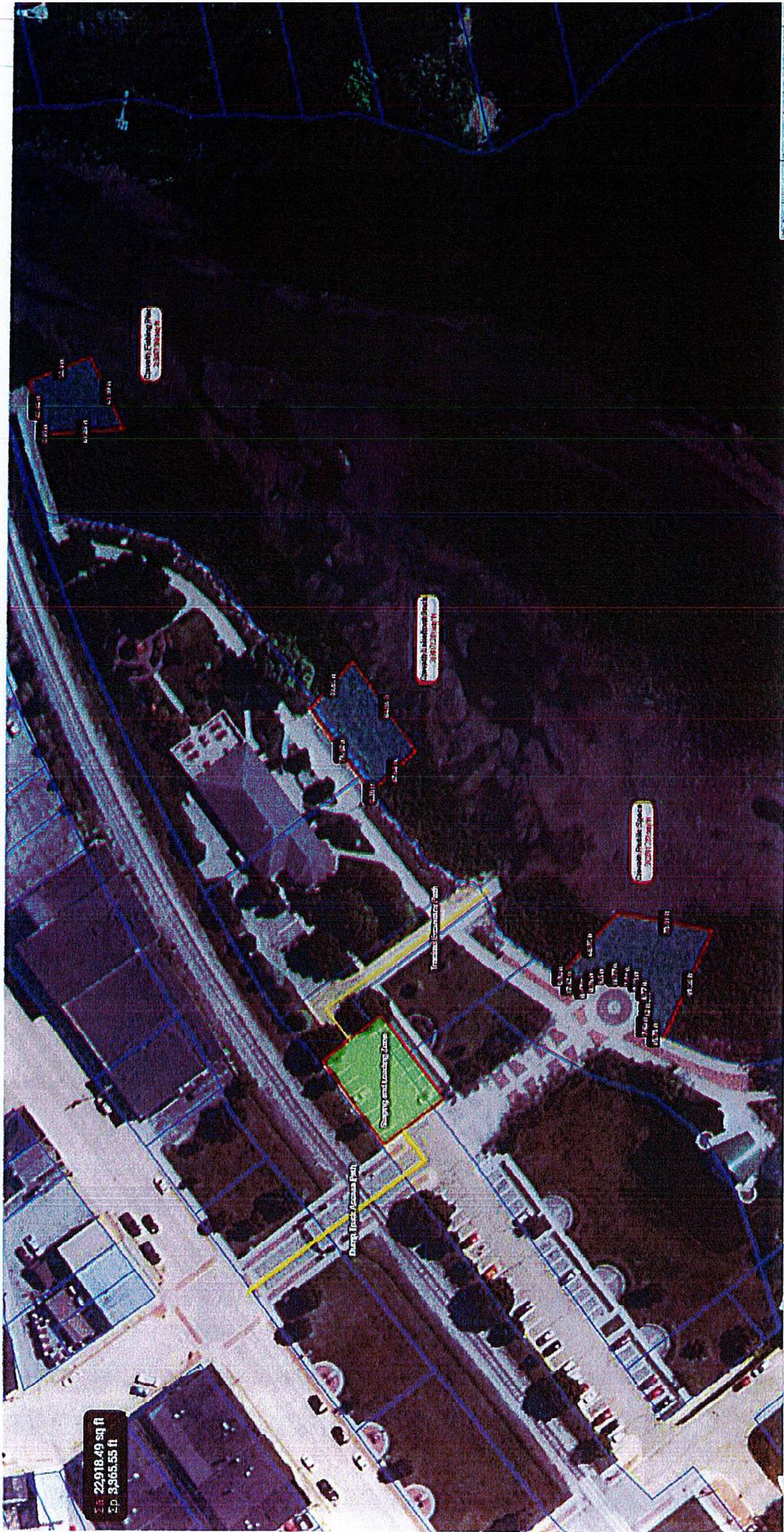
Scope of Work: Mechanically excavating cattails, phragmites, and grasses. The removal will take place on both Cravath Lake and Tripp Lake. The Project consists of dredging 3 areas along Cravath Lake Park shoreline and 1 area along Trippe Lake Park shoreline.

Quantities:

- Cravath Fishing Pier - 3000 sq ft, removing 2 feet of material, estimating 225 cubic yards.
- Cravath Lakefront Dock - 4000 sq ft, removing 2 feet of material, estimating 300 cubic yards
- Cravath Amphitheater - 5300 sq ft, removing 2 feet of material, estimating 400 cubic yards
- Tripp Lake Boat Launch - 4000 sq ft, removing 2 feet of material, estimating 300 cubic yards

Total Dredge Amount = 16,300 sq ft of material estimating 1225 cubic yards

Disposal: All materials removed, collected and transported to staging areas shown on attached maps. Material will then be taken to City of Whitewater provided dump site located at 599 N. Jefferson Street – Whitewater, WI 53190.





AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

ECO WATERWAY SERVICES LLC

111 Wilmont Dr Unit 1
Waukesha, WI 53189-7940

OWNER:

(Name, legal status and address)

CITY OF WHITEWATER
312 W Whitewater St
Whitewater, WI 53190-1940

SURETY:

(Name, legal status and principal place of business)

West Bend Mutual Insurance Company
1900 South 18th Avenue
West Bend, WI 53095

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

BOND AMOUNT: \$

Five Percent of the Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Cravath and Trippe Lake Dredging

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

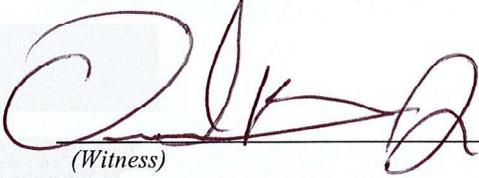
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

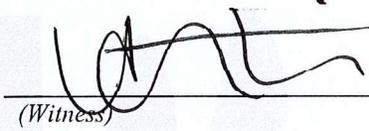
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User Notes:

(1496601206)

Signed and sealed this 26 day of July , 2023

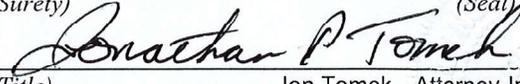

(Witness)

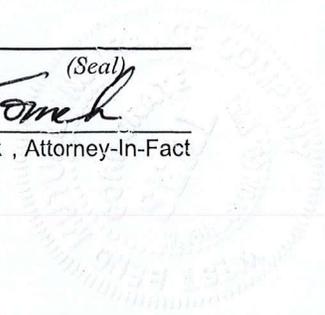

(Witness)

ECO WATERWAY SERVICES LLC
(Contractor as Principal) *(Seal)*

(Title) Owen Bulls President

West Bend Mutual Insurance Company
(Surety) *(Seal)*


(Title) Jon Tomek , Attorney-In-Fact



POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Jon Tomek

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:

Twenty Million Dollars (\$20,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Matthew E. Carlton
Matthew E. Carlton
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 26th day of July, 2023.



Heather A. Dunn
Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.

CITY OF WHITEWATER
CRAVATH AND TRIPPE LAKE DREDGING
CONTRACT

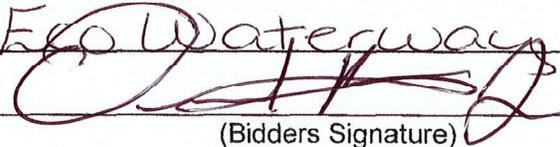
LUMP SUM BID:

One hundred eleven thousand four hundred & fifty ^(Words) Dollars \$ 111,450⁰⁰ _(Numbers)

The undersigned bidder, submitting this bid, hereby declares and agrees to be bound, and perform the work, in accordance with all terms, conditions and requirements of the within and foregoing bid and specifications.

Submitted by: Owen Bulls BIDDER

Of: Ecowaterway Services

By: 
(Bidders Signature)

Address: 111 Wilmont Dr Unit 2 Waukesha, WI 53188

Phone: 262-337-0083

Email: obulls@ecowaterway.com

Date: 7-26-23

OWNER: CITY OF WHITEWATER

(Signature and Title) (Date)

ATTEST _____
(Signature and Title) (Date)



Parks and Recreation Department
312 W. Whitewater Street
Whitewater, WI 53190

Eric Boettcher
Parks and Recreation Director
PHONE: (262) 473-0500 x2222
FAX: (262) 222-5901
Email: eboettcher@whitewater-wi.gov
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City of Whitewater
Karri Anderberg, City Clerk

CITY OF WHITEWATER
WHITEWATER, WISCONSIN
CRAVATH AND TRIPPE LAKE DREDGING

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Performance and Payment Bond – Successful bidder shall furnish the OWNER with a Performance and Payment Bond equal to 100 percent of the contracted amount.

Insurance – Contractor shall furnish and deliver to the OWNER a certificate of insurance for worker's compensation and an umbrella certificate of liability and property insurance in the minimum amount of \$1 million before beginning work, and shall notify OWNER immediately of any cancellation or change in insurance coverage.

Contract Award – Bids will be opened on July 26, 2023 at 3:00 pm. The Bids will be reviewed by staff and the Contract awarded at the August 2023 Common Council meeting.

Completion – All work shall be completed within 30 days of starting the Project. All work shall be completed by October 15, 2023.

Dredging Permit – City of Whitewater will provide the WDNR dredging permit for the project.

Project Site Locations: Cravath Lake Park – 341 S. Freemont Street – Whitewater, WI 53190
Trippe Lake Park – 407 S. Wisconsin Street – Whitewater, WI 53190

Project

Scope of Work: Mechanically excavating cattails, phragmites, and grasses. The removal will take place on both Cravath Lake and Tripp Lake. The Project consists of dredging 3 areas along Cravath Lake Park shoreline and 1 area along Trippe Lake Park shoreline.

Quantities:

- Cravath Fishing Pier - 3000 sq ft, removing 2 feet of material, estimating 225 cubic yards.
- Cravath Lakefront Dock - 4000 sq ft, removing 2 feet of material, estimating 300 cubic yards
- Cravath Amphitheater - 5300 sq ft, removing 2 feet of material, estimating 400 cubic yards
- Trippe Lake Boat Launch - 4000 sq ft, removing 2 feet of material, estimating 300 cubic yards

Total Dredge Amount = 16,300 sq ft of material estimating 1225 cubic yards

Disposal: All materials removed, collected and transported to staging areas shown on attached maps. Material will then be taken to City of Whitewater provided dump site located at 599 N. Jefferson Street – Whitewater, WI 53190.



Bid Bond

AIA Document A310™ - 2010

CONTRACTOR:

(Name, legal status and address)

RLP DIVERSIFIED INC.
207 Front Street
Burlington, WI 53105

Bid Bond No. GR28924

SURETY:

(Name, legal status and principal place of business)

Granite Re, Inc.
14001 Quailbrook Drive
Oklahoma City, OK 73134

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

OWNER:

(Name, legal status and address)

City of Whitewater
312 W Whitewater St
Whitewater, WI 53190

BOND AMOUNT: Five Percent of the Bid Amount (5.00% of Bid Amount)

PROJECT:

(Name, location or address, and Project number, if any)

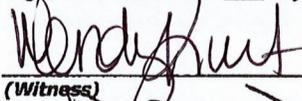
Cravath Lake Dredging

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

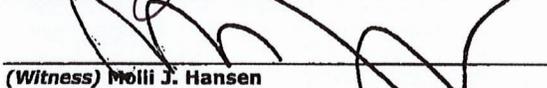
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

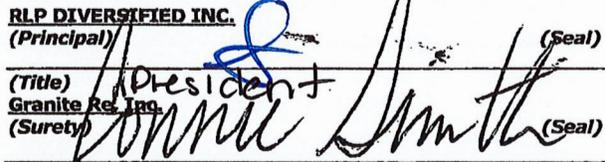
Signed and sealed this 26th day of July, 2023



(Witness)



(Witness) Mollie J. Hansen

RLP DIVERSIFIED INC.
(Principal)  (Seal)
(Title) President
Granite Re, Inc.
(Surety)  (Seal)
(Title) Connie Smith, Attorney-in-Fact

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CITY OF WHITEWATER
CRAVATH AND TRIPPE LAKE DREDGING
CONTRACT

LUMP SUM BID:

One hundred eighty thousand dollars and no cents Dollars \$ 180,000.00

(Words) (Numbers)

The undersigned bidder, submitting this bid, hereby declares and agrees to be bound, and perform the work, in accordance with all terms, conditions and requirements of the within and foregoing bid and specifications.

Submitted by: RLP Diversified, Inc. BIDDER

Of: Burlington, WI 53105

By: 
(Bidders Signature)

Address: 207 Front Street

Phone: (262) 206-1297

Email: rlpinc@live.com

Date: July 25, 2023

OWNER: CITY OF WHITEWATER

(Signature and Title) (Date)

ATTEST _____
(Signature and Title) (Date)



Council Agenda Item

Meeting Date:	August 1, 2023
Agenda Item:	ICC Appointment
Staff Contact (name, email, phone):	Karri Anderberg, kanderberg@whitewater-wi.gov , 262-473-0102

BACKGROUND

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

Currently the City of Whitewater has a board seat on the Intergovernmental Cooperation's Council (ICC) of Walworth County. This needs to be a Council President appointment every year and can be an elected official or staff appointment. The ICC meets 4 times a year at Walworth county building. Next meeting is in October. ICC centers around all Walworth county towns, villages and city's helping each other in various issues happening at the state and local level.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

N/A

FINANCIAL IMPACT

(If none, state N/A)

N/A

STAFF RECOMMENDATION

This appointment needs to be added to the appointments made yearly. Staff is asking for someone to be appointed to represent the City of Whitewater.

ATTACHMENT(S) INCLUDED

(If none, state N/A)



Council Agenda Item

Meeting Date:	August 1, 2023
Agenda Item:	Copier Contract Update Staff Report
Staff Contact (name, email, phone):	Tim Neubeck, tneubeck@whitewater-wi.gov , 262-473-1391

BACKGROUND

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

The City is nearing the end of its copier lease with James Imaging out of Brookfield, WI where we currently lease 9 copiers – 1 in Finance, Streets, Water, Wastewater, Police, and Administration with 2 at the Library. We pay \$1,017 a month; however, we are going over our contracted amount of copies pay overages each month. My goal for this contract is to add a 10th copier to accommodate the Fire Department and to right-size the contract for the amount of copies being made so we are not paying overage fees. In a 12-month span (2/22 – 1/23), the City paid \$9,257.77 in overages which is on average \$771.48 per month. Our current contract allow for 10,000 black and white print with 3,000 color prints. On average, the City produces 27,391 black and white and 17,632 color prints. Counting overages, we pay \$1,788.48 a month.

I conducted a printing study from January, 2023 through April, 2023 to determine if staff is making either needless copies or making color prints when black and white would suffice. I ensured the printers were either set to black and white or auto rather than full color, and I spoke with department heads about keeping color printing down. In that time span, the average usage rate was comparable to the previous year’s average. Some of this printing is attributed to printing flyers to brochures in house, which is still saving the City money overall. However, the bulk of this printing is attributed to Council, Committee, and Commission packets. On a low end, a City Council packet may be 200 pages, printing 10 packets, and this occurs twice a month. This means at a minimum, 4,000 total prints are directly attributed to City Council packets which is 9% of the City’s total combined monthly average prints. This does not account for the 2-3 staff hours it takes to physically assemble the paper packets as well as delivering them out.

Contract Meter Group	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Average
BW Meters	17,821	32,326	31,201	31,439	22,299	22,227	20,556	30,710	31,106	36,542	27,490	24,975	27,391
Color Meters	10,512	12,581	14,453	20,047	17,826	14,444	12,852	20,888	23,867	28,294	20,704	15,115	17,632

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

On the June 6, 2023 meeting, I brought a recommendation to the City Council for a 5-year contract for 10 copiers. The vendor I suggested is the Gordon Flesch Company (GFC) for 10 copiers. GFC will allowed staff to “test-drive” the Canon C3826i, which is the primary copier replacement for at least 7 of the existing copiers. This test copier is in the Fire Department, and Chief Freeman and I have selected a common site for both his staff to use and other departments to test the functionality of the device. Representatives from each department were invited to test the device and offer their opinions, and the Clerk, Library, Fire, and Police Departments did so.

FINANCIAL IMPACT

(If none, state N/A)

N/A

STAFF RECOMMENDATION

I am proposing the City select the Gordon Flesch Company out of Madison, WI for a 60-month contract beginning in December when our existing contract expires on December 30, 2023. The lease payment is \$900.97 per month with usage fees additional. Black and white copies are \$0.0039 and color copies are \$0.039 with no overages if over a certain amount. For example, based on 32,000 black and white pages and 16,000 color, we could pay an additional \$748.80 a month. This cost includes delivery, setup, configuration, toner, waste cartridges, service, parts, labor, preventative maintenance, tech support, and user training.

The City's current provider, James Imaging, submitted a proposal \$2,210 for a 63-month contract on a quarterly billing cycle with 28,000 black and white prints per month with 12,472 color prints per month with overage charges of \$0.006 for black and white with \$0.04 color.

For both proposals, the increases are due to 10 devices instead of 9, machine and lease rates increasing, and more of a limited availability of devices. Both companies' proposal utilizes hardware pricing in conjunction with the State of Wisconsin.

ATTACHMENT(S) INCLUDED
(If none, state N/A)

1. Proposal from James Imaging
2. Proposal from Gordon Flesch

Customer ("You" or "Customer")		Proprietorship	Association	Partnership
Full Legal Name	Contact Name	Municipality	Corporation	LLC
Address	City	State	Zip	
Phone	E-mail	Federal ID #		

This Gordon Flesch Company, Inc. Master Agreement by and between Gordon Flesch Company, Inc., a Wisconsin corporation, d/b/a GFCConsulting or GFC Leasing, with offices at 2675 Research Park Drive, Madison, WI 53711 ("GFC") and _____, organized in the state of _____, ("you" or "Customer"), is effective on the date executed by GFC.

- 1. Agreement.** By signing this Gordon Flesch Company, Inc. Master Agreement, you agree to the terms herein plus any and all Master Agreement Acceptance Supplements ("Supplement(s)") executed by you now and in the future. Each Supplement will be in a form prescribed by GFC, and upon execution by you and GFC will constitute a part of this Agreement to the same extent as if they were set forth in full in this Agreement. This Agreement and all Supplements delivered with this Agreement and anytime thereafter, are collectively referred to herein as the "Agreement." The terms "Agreement", "hereof", "herein", and "hereunder", mean this Agreement together with each Supplement and each Service Level Agreement, addendum and schedule attached to any Supplement. Except as specifically provided in a particular Supplement, to the extent the terms and conditions of this Agreement are inconsistent with the terms and conditions of any Supplement, Service Level Agreement, addendum or schedule, the terms and conditions in this Agreement will prevail.
- 2. Term.** The term of any particular Supplement which references this Agreement begins on the "First Payment Due Date" specified in that Supplement and continues for the term set forth in such Supplement. Except as otherwise provided in a particular Supplement, the term for a Supplement will be extended automatically, without notice, for successive month-to-month terms beyond the initial term unless you provide GFC written notice that you do not want to extend, at least one calendar month before the end of the scheduled term or any extension of the term for that Supplement. Payments for any extended term will be due as invoiced by GFC. This Agreement will remain effective until all Supplements subject to this Agreement have expired, or been terminated.
- 3. Equipment.** If a Supplement includes equipment, the items of equipment and other personal property including hardware, parts, additions, and accessories incorporated or attached to the equipment, and software embedded in the equipment are collectively referred to herein as the "Equipment."
- 4. Software.** If a Supplement includes software, embedded, installed or separate from the Equipment, including software-as-a-service, such software and the software license rights are also separately referred to herein as the "Software."
- 5. GFC Services.** If a Supplement includes services provided by GFC, or by third party vendors ("GFC Partners"), including but not limited to, IT managed services, professional services, and cloud based data storage, such services are also collectively referred to herein as "GFC Services."
- 6. Your Selections.** You acknowledge that although GFC may provide recommendations, you have selected (or will select) the type, size, design, model, capacity, quantity, functionality, manufacturer, licensor, and supplier of the Equipment, Software, GFC Services, and any other hardware or services referred to in each Supplement (collectively, the "Solutions"), on the basis of your own judgment, and that it meets provisions of any purchase order pursuant to which GFC has acquired title to the Solutions. Any purchase order issued by you to GFC regarding the Solutions is issued solely for purposes of your authorization and does not in any way supersede, modify or become a part of this Agreement or any Supplements.
- 7. End User Agreements.** You acknowledge that installation and configuration of the Solutions commonly requires that you as the end user agree to certain end user license agreements, service level agreements, and related agreements (collectively, the "End User Agreements"). To that end, you hereby authorize GFC and GFC Partners to accept and/or agree to on your behalf, all such End User Agreements related to the Solutions that GFC or GFC Partners encounter while installing, configuring, supporting, and/or servicing the Solutions and your existing hardware and software. Solutions which require End User Agreements and a link to locate and review such End User Agreements are set forth on the applicable Supplement.
- 8. Connectivity, Security.** It is your responsibility to provide adequate and secure connectivity to enable the Solutions to perform to your satisfaction. You acknowledge and agree that GFC does not guarantee or warrant the quality, speed, security or uninterrupted availability of the Solutions as it relates to the connectivity provided by you. You acknowledge that the communications lines used to access the Solutions are provided by you and a third party public utility or by private companies over which GFC has no control, and that the security of data transmission over such lines to provide the Solutions is not the responsibility of GFC. Accordingly, except to the extent caused directly by the reckless or willful misconduct of a GFC employee but subject to the limitations of liability in this Agreement, GFC will have no liability to you arising from or related to the transmission or lack of transmission of data over the communications lines used to access the Solutions, or for any attempted or actual access, modification, damage, loss, deletion, misappropriation, or compromise of any data in connection with the Solutions. You agree to refrain from any act or omission which disrupts, inhibits or

prevents the effectiveness, or operation of the Solutions provided by GFC and GFC Partners, including without limitation, Solutions for virus protection, data backup and IT managed services.

9. **Your Data.** You acknowledge that although GFC may provide recommendations, you agree that the responsibility of acquiring tools for managing, storing, backing up, and securing data, which include the Solutions you obtain from GFC and GFC Partners, is with the owner of such data. Furthermore, you acknowledge and agree that in the use of the Solutions, including but not limited to the transmission and storage of data, that despite every effort by you, GFC and GFC Partners to minimize risk, there remains a risk that your data may be accessed, modified, damaged, lost, deleted, misappropriated, or compromised by willful attack or otherwise and perhaps not be recoverable ("Data Breach"). To that end, in the event of any Data Breach, you acknowledge and agree that GFC will have no liability to you related to any such Data Breach, except to the extent caused directly by the reckless or willful misconduct of a GFC employee, but subject to the limitations of liability in this Agreement. GFC will endeavor to assist you in the recovery and restoration of such data at your sole cost.
10. **Data Back Up.** GFC and GFC Partners may install and/or configure the Solutions and/or your existing hardware and software on your computer(s), computer network and/or other office equipment and you acknowledge that it is advisable for you to back up all data on your computer equipment that you deem necessary prior to such installation and/or configuration. If data backup is not included in a Solution, you acknowledge that it is advisable to back up all data on your computer equipment on at least a daily basis following installation.
11. **Payments.** You agree to timely pay GFC all payments when due, as set forth in each Supplement, every calendar month, quarterly, annually or as otherwise stated therein, until all such payments have been made. All payment obligations herein are collectively referred to as the "Payments." You agree to make Payments in advance as invoiced by GFC. You also agree to pay prorated amounts for any partial billing period for the number of days between the Commencement Date and First Payment Due Date as those terms are defined in each Supplement.
12. **Late Payments.** If you fail to pay any part of a Payment or any other sum to GFC within ten (10) days after the due date thereof you agree to pay GFC a late fee of 5% of the overdue amount plus accrued interest on the late payment from the expiration of said ten (10) days until paid, at a rate equal to the lesser of 1.5% per month or the highest legal rate permitted.
13. **Fees and Taxes.** You agree to pay when due, all applicable fees and taxes (including but not limited to, personal property tax, sales or use tax), imposed in connection with this Agreement and the Solutions provided to you. To the extent any state or other governmental entity, assesses or otherwise imposes taxes or fees arising from this Agreement, you will reimburse GFC for such sums upon demand. Any duplication of such fee or tax payments by GFC and you are your responsibility.
14. **Security Deposit.** The security deposit set forth in any Supplement will be held by GFC and does not earn interest unless required by law. If you default hereunder, or the Equipment is damaged, GFC may apply the security deposit to cure such default or repair such damage, and you will restore the security deposit upon demand. When you have met all requirements of this Agreement as of the expiration or termination of the latest to expire Supplement, any remaining security deposit will be returned to you.
15. **Delivery and Acceptance.** GFC agrees to purchase the Solutions from a supplier but assumes no liability in connection with the Solutions, or other services provided or delivery thereof by a third party. Delay in delivery of the Solutions does not affect the validity of this Agreement. You will inspect the Solutions and provide GFC with written notice specifying any claimed defect or omission within five (5) business days of installation and implementation of the Solutions. If you do not timely provide such notice, you acknowledge that you accept the Solutions and are satisfied that the Solutions are in good condition and in the proper configuration.
16. **Default and Cross Default.** If you fail to pay any amount herein when it is due, or fail to timely perform any other obligation as required herein, or if you suspend business, become insolvent, enter into or petition for a creditors' arrangement, or if a receiver is appointed for any of your property, or if you are in default under any other agreement with GFC or any End User Agreement, you will then be in default pursuant to this Agreement and any other agreements with GFC. Upon default, the Accelerated Payment (defined below) will become immediately due and owing and GFC will have all rights and remedies available to it, including but not limited to, the right to exercise any or all of the following remedies: (i) terminate your right to possession of any or all items of the Equipment and Software in any Supplement; (ii) take possession of any or all items of Equipment and Software; (iii) suspend or terminate your use or access to GFC Services; (iv) sell or lease the Equipment at public or private sale; or (v) terminate this Agreement. In the event GFC takes possession of the Equipment and Software, terminates this Agreement, or your right to possession, use of, or access to some or all of the Solutions, you will remain liable to GFC for the Accelerated Payment less the net sale proceeds realized by GFC from the Equipment. All rights and remedies of GFC are cumulative and in addition to every other right and remedy available to GFC. In addition to the Accelerated Payment and all other amounts, you agree to pay all reasonable attorneys' fees, costs and expenses incurred by GFC arising from your default.
17. **No Offsets, Accelerated Payment.** You hereby agree not to exercise all existing and future claims and offsets against any Payments due hereunder, and agree to pay all amounts due hereunder regardless of any such claims or offsets. You and GFC agree that the "Accelerated Payment" is a reasonable calculation of damages, is not a penalty, and will be calculated by GFC as follows: the sum of (i) all past due and all other amounts owed by you to GFC under this Agreement; (ii) the residual value of the Equipment as determined by GFC in its reasonable discretion, if you do not timely return the Equipment to GFC; and (iii) all remaining Payments for the term of this Agreement.
18. **Data Access, Return.** The Solutions, including but not limited to cloud data storage, may contain sensitive data regarding your business, clients or employees ("Stored Data"). If you fail to pay or are otherwise in default pursuant to this Agreement, GFC may suspend or deny your access to the Stored Data. At your request, upon expiration or termination of this Agreement or expiration or termination of any Supplement or GFC Service, GFC will submit to you a cost estimate for the return of the Stored Data. You expressly acknowledge and agree that GFC has no duty or obligation of any kind to preserve, maintain or in any way prevent deletion of the

Stored Data contained in the Solutions provided or supplied to you pursuant to a particular Supplement, beyond the expiration or termination of such Supplement.

19. **Data Removal.** Upon expiration or termination of a Supplement, Equipment that is subject to such Supplement may contain Stored Data. You expressly acknowledge and agree that before you remove the Equipment from your location, ship the Equipment, GFC retrieves the Equipment, or the Equipment is removed from your premises by a third party, you will at your sole cost, permanently remove and delete all Stored Data in the Equipment, to the extent that recovery of such Stored Data is not possible. All hard drives and other data retention devices in the Equipment must function in the same manner following removal and deletion of the Stored Data. You assume liability for and agree to indemnify, defend and hold GFC harmless from and against all claims, losses, costs, expenses, damages, penalties and liabilities arising from or pertaining to your failure to remove such Stored Data from the Equipment. To the extent you fail to remove and delete any of the Stored Data, you hereby authorize GFC to remove and delete the Stored Data, but acknowledge and agree that GFC has no obligation to do so. In the event GFC temporarily loans Equipment to you, it is subject to this Agreement.
20. **Software License.** GFC is not the owner nor licensor of any Software subject to this Agreement. To the extent described in any Supplement, GFC will provide support for and configuration of the Software but has no obligation to modify or customize the Software beyond readily configurable features. A default by the licensor of any Software pursuant to any Software license, or a default by any provider of GFC Services or by a GFC Partner, does not constitute a default by GFC and will not relieve you of your obligations hereunder. The Software is subject to this Agreement, notwithstanding any provisions to the contrary in the Uniform Commercial Code ("UCC").
21. **Non-Waiver.** No covenant or condition of this Agreement can be waived without the other party's written consent. Forbearance or indulgence by a party does not constitute a waiver of the other party's obligation to perform pursuant to this Agreement.
22. **Non-Cancellable.** This Agreement is non-cancellable by you for the full term hereof and you will make all Payments required by this Agreement, even if your right to the benefit of the Solutions, or your use or possession of the Solutions, has been terminated or otherwise affected. Payments will not abate for any reason. Notwithstanding anything herein to the contrary, if Customer is a municipality or other governmental entity, and funds are not appropriated for any portion of the term of a Supplement subject hereto, you may terminate this Agreement with respect to such Supplement at the end of the time period for which funds have been appropriated.
23. **Assignment.** You will not (a) assign, transfer, pledge or hypothecate this Agreement, the Solutions, or (b) permit the Solutions to be used by anyone other than you or your employees. GFC may assign this Agreement or a portion thereof, and the assignee will be entitled to all of the benefits of this Agreement.
24. **Privacy.** Your privacy is important to GFC. The Gordon Flesch Company, Inc. Privacy Policy, located at www.gflesch.com/terms-and-conditions, governs the manner in which GFC handles the information you provide to GFC.
25. **Notices.** Service of all notices under this Agreement will be sufficient if given personally, sent by first class mail, to the party involved at its respective address as stated herein, or at such address as such party may provide in writing from time to time. Notice will be deemed delivered and effective: (a) on the date when personally delivered; or (b) on the date when deposited in the United States mail, duly addressed with first class postage to affect such delivery. GFC may also elect to provide you with notice via email, which will be effective on the date sent by GFC. Notice to GFC must be directed to the address above to the attention of the Vice President of Leasing.
26. **Modification.** Neither this Agreement nor any Supplement, schedule, addendum or rider can be modified or amended except by written agreement signed and currently dated by you and GFC.
27. **WARRANTIES AND DISCLAIMERS.** YOU WILL HAVE THE BENEFIT OF ALL MANUFACTURERS', LICENSORS' AND OTHER THIRD PARTY SERVICE PROVIDERS' PROMISES AND WARRANTIES, IF ANY, TO THE EXTENT THEY APPLY TO YOU. EXCEPT AS OTHERWISE PROVIDED HEREIN, GFC AND GFC PARTNERS MAKE NO WARRANTIES, ORAL OR WRITTEN, EXPRESS, IMPLIED, OR STATUTORY, OF ANY KIND OR NATURE WITH RESPECT TO THE SOLUTIONS, INCLUDING, WITHOUT LIMITATION, WARRANTIES AS TO THE CONDITION, QUALITY, CAPACITY, FUNCTIONALITY, WORKMANSHIP, MERCHANTABILITY, DESIGN, SECURITY, OPERATION, NON-INFRINGEMENT, AND FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT YOUR USE THEREOF WILL BE UNINTERRUPTED OR ERROR FREE, ALL OF WHICH ARE HEREBY EXPRESSLY WAIVED BY YOU. EXCEPT AS OTHERWISE PROVIDED HEREIN BUT SUBJECT TO THE LIMITATIONS OF LIABILITY PROVIDED IN THIS AGREEMENT, GFC ASSUMES NO RESPONSIBILITY FOR ANY ERRORS, OMISSIONS OR OTHER INADEQUACIES IN THE SOLUTIONS. GFC owns the Equipment but may assign to you all rights GFC may have with respect to any warranty relating to the Equipment or other Solutions to the extent GFC determines in its reasonable discretion that it is beneficial to do so. You authorize GFC to add to a Supplement the serial numbers of Solutions subject to this Agreement.
28. **LIMITATION OF LIABILITY.** YOUR PAYMENT AMOUNTS TO GFC HEREUNDER REFLECT THE ALLOCATION OF RISK AND LIMITATION OF LIABILITY CONTAINED IN THIS AGREEMENT. IN NO EVENT WILL GFC, ITS EMPLOYEES, AGENTS, LICENSORS, OR GFC PARTNERS BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOR WILL GFC, ITS EMPLOYEES, AGENTS, LICENSORS, OR GFC PARTNERS BE LIABLE TO YOU FOR ANY DAMAGES, LIABILITY, CLAIM, LOSS, OR EXPENSE OF ANY KIND CAUSED DIRECTLY OR INDIRECTLY BY THE SOLUTIONS. IN NO EVENT WILL GFC'S, ITS EMPLOYEES', AGENTS', LICENSORS', OR GFC PARTNERS' LIABILITY TO YOU, WHETHER THE CLAIM IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY, OR PURSUANT TO ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE PAYMENTS MADE BY YOU TO GFC PURSUANT TO THIS AGREEMENT FOR THE APPLICABLE SOLUTIONS DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRIOR TO GFC'S RECEIPT OF YOUR CLAIM. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

29. **Remedies.** The rights and remedies of you and GFC are limited to the terms and provisions of this Agreement. To the extent permitted by law, both you and GFC hereby waive any and all rights and remedies conferred upon a lessee by Article 2A of the UCC as set forth under applicable state law, and as amended from time to time. To the extent permitted by law, both you and GFC also hereby waive any rights now or hereafter conferred by statute or otherwise which may require GFC to sell, lease, or otherwise use any Equipment or other Solutions in mitigation of GFC's damages in the event of your default, or which may otherwise limit or modify any of GFC's rights or remedies under this Agreement.
30. **Indemnification.** Except as otherwise provided herein, while in your possession, you assume all risks and liability for the Solutions, Maintained Equipment, and the use, relocation, possession, operation, storage and condition thereof, and for injuries or death resulting to any persons and damage to any property or loss or corruption of data arising therefrom. You further agree to assume liability for, and to indemnify, defend and hold GFC harmless from and against, all claims, losses, costs, expenses, damages, penalties and liabilities arising from or pertaining to your purchase, financing, rejection, possession, use, relocation, storage, operation, condition, your service or repair of Solutions, your breach of any agreement or license or return or other disposition of the Solutions, and except as otherwise provided herein, data loss or corruption, including costs of retrieval and attempted retrieval, together with all legal fees and expenses incurred by GFC in connection with any liability asserted against it. The agreements and indemnities in this section will survive the expiration or termination of this Agreement.
31. **No Agency.** No salesperson, representative or agent of a manufacturer or supplier of the Solutions is authorized to waive or alter any term or condition of this Agreement, and no representation as to the Solutions or any other matter by the manufacturer or supplier will in any way affect your obligations in this Agreement.
32. **Assurances.** You will, at your expense, promptly execute and deliver to GFC such further documents and take such action as requested by GFC to carry out the intent and purpose of this Agreement. Your full legal name, address, state of organization and state-assigned organizational number, if any, are provided herein. You will notify GFC in writing at least thirty (30) days prior to any change to your legal name, address, state of organization, or change in your state-assigned organization number.
33. **Business Purpose.** You represent and warrant to GFC that the Solutions will be used primarily (50% or more) for business or commercial purposes. This transaction is not primarily for personal, family, household or agricultural purposes. You will use the Solutions in a careful and proper manner, only in the normal course of your business and comply with all laws, ordinances and regulations relating to it.
34. **Successors, Severability, and Survival.** This Agreement is binding upon and inure to the benefit of the heirs, administrators, successors and assigns of the parties to this Agreement. If any portion of this Agreement is deemed invalid, it does not affect the balance of the Agreement. The obligations, agreements and indemnities in this Agreement, which expressly or by implication are intended to survive, will survive the expiration or termination of this Agreement.
35. **Restricted Rights Legend.** Any Software provided to the U. S. Government, agency or instrumentality thereof or any prime contractor or subcontractor under any arrangement with the U.S. Government ("Government") is provided with Restricted Rights. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software – Restricted Rights at 48 CFR 52.227-19, as applicable, and/or applicable Federal Acquisition Regulation protecting the commercial ownership rights of independently developed commercial software.
36. **Applicable Law, Venue, and Waiver of Jury Trial.** This Agreement is governed by and construed in accordance with the internal laws of the State of Wisconsin. You agree that notwithstanding where you or the Equipment or other Solutions are located, jurisdiction for any dispute between the parties will be in Wisconsin and will be venued in Dane County, Wisconsin. You expressly agree to submit to personal jurisdiction in Dane County, Wisconsin and waive any right to a jury trial regarding any dispute arising from this Agreement.
37. **Entire Agreement.** This Agreement and the Supplements, addendums, exhibits, schedules and any other attachments which refer to or may be attached to this Agreement, which you acknowledge you have read, constitute the entire agreement between the parties regarding the subject matter hereof, and all other agreements, representations, promises, inducements, statements and understandings, prior to and contemporaneous with this Agreement, written or oral, are superseded by this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. A facsimile, scanned/e-mailed or otherwise reproduced signature on this Agreement, or an execution of this Agreement using an electronic mark or other e-signature technology or service, is a legally binding signature. This Agreement may be executed in counterparts, which collectively is deemed one Agreement. Time is of the essence regarding this Agreement and its provisions.

AGREED to by the parties as of the date executed by GFC.

GORDON FLESCH COMPANY, INC.

CUSTOMER: _____

The undersigned affirms that he/she is duly authorized to execute and deliver this Agreement on behalf of Customer.

By: _____
Authorized Signature

By: _____

Name/Title: _____

Name/Title: _____

Date: _____

Date: _____

Email: _____

Credit Application

BUSINESS INFORMATION:				Date Written	Sales Rep	
Legal Business Name				DBA	Phone	
Address				City	State	Zip
Parent Company				City	State	Zip
Contact Person				Title	Phone	Email
Type of <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability <input type="checkbox"/> Proprietor <input type="checkbox"/> Partnership	State of Organization	DUNS Number	Federal Tax ID	Nature of Business		Date Established under Current Ownership
Current Year Sales		Current Year Net Income		Previous Year Sales		Previous Year Net Income

OWNERSHIP & BANKING INFORMATION:

President			Vice President			
Treasurer			Secretary			
For proprietorships, partnerships, and corporations, please show name, residence address, and social security number of principles or officers.						
First	M.I.	Last	Residence Address			Social Security Number
1.						
2.						
Bank Reference (Exact Branch) List All Banks Used in the Last 5 Years			Account Number	Type of Account	Bank Contact	Phone Number
1.						
2.						

THIS APPLICATION DOES NOT OBLIGATE GFC TO ENTER INTO ANY LEASE, RENTAL OR PURCHASE AGREEMENT.

By signing this application the Applicant and the undersigned affirm that you are authorized to sign this application for the Applicant, and you certify that this Provision constitutes an authorized and express, written instruction to Gordon Flesch Company, Inc. ("GFC"), its designee (and any assignee or potential assignee thereof) authorizing review of the personal credit profile of the Applicant's profile as well as the personal profile of the undersigned, from a national credit bureau or public information database. This express authorization shall extend to obtaining a credit profile in considering the application of the Applicant and subsequently for the purposes of update, renewal or extension of any lease agreement, and for reviewing or collecting the resulting account. Furthermore, you the Applicant and the undersigned certify that this application is for the extension of commercial credit only, and any equipment subsequently leased, rented, or purchased will be used exclusively for commercial purposes and not for personal, family or household purposes. You acknowledge and understand that the information being gathered by GFC pursuant to this application is to be used by GFC for the purpose of: (1) determining the Applicant's eligibility, as determined by GFC in its sole discretion, to lease certain business equipment from GFC, (2) future review of the account for the purpose stated above, and (3) comply with Federal laws and regulations. The Applicant and undersigned hereby waive and release any and all claims and causes of action of every kind and nature that Applicant or its principals or personal guarantors may have against GFC, its employees, agents, officers and shareholders arising, either directly or indirectly, from GFC's investigation, and agree to indemnify GFC from any suit or claims arising from such investigation, including costs and reasonable attorney fees. A PDF or facsimile copy of this authorization shall be valid as the original. **I FURTHER CERTIFY that I have not withheld ANY information on our financial condition that would have a material effect on our ability to perform and comply with the terms and conditions of any GFC lease, rental, or purchase agreements.**

ECOA Statement: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract), because all of or part of the applicants income is derived from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law is the Federal Trade Commission, ECOA Compliance, Washington D.C. 20281.

FACSIMILE SIGNATURES/COUNTERPART SIGNATURES: GFC and You agree that a facsimile, scanned, and/or e-mailed or otherwise reproduced signature on this application shall be a binding signature and carry the same legal force as an original signature. This application may be executed in counterparts, which collectively shall be deemed one application.

X _____
Co-Applicants Signature

X _____
Applicants Signature

Print Name

Date

Print Name

Date

**GFC Leasing imageCARE
 Master Agreement
 Acceptance Supplement**

Master Agreement #: _____ Supplement #: _____ Term: _____ Commencement Date: _____

This GFC Leasing imageCARE Master Agreement Acceptance Supplement ("Supplement") is executed and delivered by the Gordon Flesch Company Inc., d/b/a GFC Leasing ("GFC") and

_____ ("Customer" or "you"), pursuant to the Gordon Flesch Company, Inc.

Master Agreement (the "Agreement") between you and GFC, the defined terms therein being used herein with their defined meanings. This Supplement is effective on the date executed by GFC. GFC will provide you with a fully executed copy of this Supplement following the Commencement Date.

First Payment Due Date: _____	Payment and Meter Read Frequency: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other	Security Deposit: \$ _____
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Payment**: \$ _____ **Plus fees, taxes and image charges, if applicable.	Federal ID# _____
Comments: _____	

GFC Leasing Solutions (please check all applicable)			End of Supplement Option:	Tax Exempt
<input type="checkbox"/> Equipment	<input type="checkbox"/> Customer Equipment	Equipment, If Applicable:	<input type="checkbox"/> Fair Market Value	<input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, please attach your tax exemption certificate)
<input type="checkbox"/> Maintenance*	<input type="checkbox"/> Software	<input type="checkbox"/> New	<input type="checkbox"/> \$1.00 Buyout	
*Includes toner. Excludes fax cartridges, paper, staples, wide format print heads, ink tanks, maintenance cartridges, colortrac paper hold down guide, and scan glass.		<input type="checkbox"/> Certified Pre-owned	<input type="checkbox"/> HaaS (No Purchase)	
		<input type="checkbox"/> Other		
Install DCA <input type="checkbox"/> Yes <input type="checkbox"/> No		IT Contact Name: _____	Phone: _____	Email: _____
Meter Contact: Name: _____		Phone: _____	Email: _____	
A/P Contact Name: _____		Phone: _____	Email: _____	

Automated Clearing House ("ACH") Authorization: By providing the below information, Customer hereby authorizes GFC to automatically withdraw from Customer's bank account described below, the full amount due for charges accruing in each billing period when due. Such charges may vary for each billing period based on Customer's actual images used and by any applicable sales/use taxes, property taxes and fees. This authorization will continue until this Agreement expires unless revoked in writing. **Voided check must accompany this form.**

ACH <input type="checkbox"/> Yes <input type="checkbox"/> No	I: _____	I: _____
If yes, enter bank information in boxes above right	Bank Routing Code	Bank account number

1. Payments and Term. GFC will deliver, install and implement the Solutions in accordance with this Supplement (the "Commencement Date"). Thereafter GFC will provide you with an invoice, the date of which will be the first day of the Term of this Supplement (the "First Payment Due Date"). The Term for this Supplement is stated above and is non-cancellable by you. Except to the extent Equipment and Software is subject to the \$1.00 Buyout End of Supplement Option ("Dollar Buyout Option"), the initial Term will be extended automatically, without notice, for successive month to month terms beyond the initial Term unless you provide GFC written notice that you do not want to extend, at least one calendar month before the end of the initial Term or any extension. You will make the first Payment on or before the date indicated herein, or in any event not later than the due date of the first invoice issued by GFC pursuant to this Supplement. Subsequent Payments will be due and payable in advance, on the same day of each month thereafter, unless otherwise provided herein or as invoiced by GFC, until the total number of Payments under this Supplement have been made, including any and all charges per image, at the applicable fee per image for each black & white or color image. Annually, GFC may increase the base payment, the fee per image for each image type and the Charge per Image for Overage. You also agree to pay prorated amounts for any partial monthly billing period, such as the number of days from the Commencement Date to the First Payment Due Date.

2. Equipment Lease.

A. **Fair Market Value Lease.** GFC hereby leases to you the Equipment and Software described in this Supplement. If you elect the Fair Market Value End of Supplement Option for Equipment referenced herein, the lease Term for that Equipment will be extended automatically, without notice, for successive month-to-month terms beyond the initial Term, and you will pay to GFC one monthly Payment for each monthly billing period, or portion thereof, for each month that you do not either purchase the Equipment or return the Equipment to the location designated by GFC. If you do not pay monthly Payments or purchase the Equipment from GFC upon expiration or termination of this Supplement, you will immediately terminate the use of the Equipment and Software and return the Equipment and Software to GFC at your expense and at such place as GFC may designate, and in the same condition as when received, reasonable wear and tear excepted. You will also relinquish to GFC all Software subject to this Supplement and you will not retain any copies of such Software. If the Fair Market Value End of Supplement Option is selected for this Supplement, such Equipment is and will remain GFC's sole property subject to your option, if selected, to purchase the Equipment at Fair Market Value as reasonably determined by GFC.

B. **Dollar Buyout Lease.** GFC hereby leases to you the Equipment and Software described in this Supplement. If you elect the Dollar Buyout Option for Equipment and Software described in this Supplement, and you are not otherwise in default under the Agreement, you will, upon the expiration of this Supplement, purchase such Equipment for one dollar (\$1.00) and will thereby take title to that Equipment. In consideration for GFC permitting you to choose the Dollar Buyout Option for particular Equipment, and in the event this

Agreement is deemed a conditional sales contract with respect to such Equipment, you hereby grant to GFC a security interest in and to such Equipment effective as of the date of this Supplement to secure Payments due. If any Equipment is subject to the Dollar Buyout Option, you will report the Equipment for purposes of personal property taxes.

C. **HaaS Option.** GFC hereby leases to you the Equipment and Software described in this Supplement. If you elect the HaaS (No Purchase) End of Supplement Option for Equipment referenced herein, the lease Term for that Equipment will be extended automatically, without notice, for successive month-to-month terms beyond the initial Term, and you will pay to GFC one monthly Payment for each monthly billing period, or portion thereof, for each month that you do not return the Equipment to the location designated by GFC. If you do not pay monthly Payments upon expiration or termination of this Supplement, you will immediately terminate the use of the Equipment and Software and return the Equipment and Software to GFC at your expense and at such place as GFC may designate, and in the same condition as when received, reasonable wear and tear accepted. You will also relinquish to GFC all Software subject to this Supplement and you will not retain any copies of such Software. If the No Purchase End of Supplement Option is selected for this Supplement, such Equipment is and will remain GFC's sole property.

3. Maintenance. If you select maintenance, support and repair services for Equipment, or for equipment not supplied by GFC ("Customer Equipment"), GFC will provide maintenance, service, support and repairs ("Maintenance") for such Equipment and Customer Equipment ("Maintained Equipment") located within a GFC service area, and covered by this Agreement, as reasonably necessary, in GFC's sole discretion, to keep the Maintained Equipment in good working condition during the Term of this Supplement. GFC will not be responsible for damage that occurs or Maintenance required due to your failure to provide a clean and proper operating environment, including temperature and humidity, failure to operate the Maintained Equipment in accordance with manufacturer's recommendations, or neglect, abuse, misuse, intentional acts or negligence by you or anyone other than GFC with respect to the Maintained Equipment. Except as otherwise provided in a particular Supplement, all regular Maintenance will be performed during GFC's normal business hours. GFC reserves the right to add an additional charge from time to time for the purpose of offsetting increased fuel-related costs.

4. Maintenance Exclusions. Maintenance provided pursuant to this Supplement does not cover Maintenance or parts required by causes other than normal use of the Maintained Equipment, including but not limited to, acts of God, acts of civil or military authority, government requirements, war, riots, fires, explosions, earthquakes, weather conditions, floods, installation or malfunction of unauthorized software, parts, attachments or devices, service performed by someone other than GFC, or failure of electrical power or air conditioning. GFC will not be responsible for failure to render Maintenance due to acts of God, acts of civil or military authority, embargoes, epidemics, government requirements, war, riots, fires, explosions, earthquakes, weather conditions, floods, strikes or other labor disputes, or unavailability of materials and/or components and other causes beyond GFC's control. If you are in default pursuant to this Agreement, GFC may refuse to provide Maintenance for the Maintained Equipment.

5. Additional Maintenance. At your request, GFC will provide additional Maintenance on a unit of Maintained Equipment at GFC's then prevailing rate for Maintenance not covered by a GFC agreement. When in the opinion of GFC, a shop reconditioning is necessary for any of the Maintained Equipment because normal service, repair and parts replacement cannot keep a unit of Maintained Equipment in satisfactory operating condition, GFC will submit to you a cost estimate of needed repairs, which cost will be in addition to the charges provided for herein. If you do not authorize and pay for such work GFC may refuse to provide Maintenance therefore. If the Maintained Equipment is not made available for Maintenance at the location indicated on this Supplement at the time GFC's representative calls to perform Maintenance, thereafter, the Maintenance will be performed only upon your request. There will be no refund if in any such case you fail to request Maintenance. Parts to be furnished will be on an exchange basis and will be new parts or parts warranted to perform as new when installed in the Maintained Equipment. Maintenance will not include electrical work external to the Maintained Equipment or any third party software or programming unless specifically provided herein. Any obligation of GFC to provide replacement parts is conditioned upon the availability of the parts from the original equipment manufacturer. In the unlikely event replacement parts are no longer readily available from the original manufacturer for a particular piece of Maintained Equipment, GFC will be released from its obligation for Maintenance for such said Maintained Equipment. GFC may terminate the Maintenance component of this Supplement at any time by giving you thirty (30) days prior written notice.

6. Consumable Supply Variances. Standards for your toner usage will be based on published vendor yields. Staples, fax cartridges and paper are excluded unless expressly stated in this Supplement. You will pay for all shipping and handling costs associated with such supplies. Any toner cartridges provided by GFC for the Maintained Equipment may be new, remanufactured or reprocessed and you will pay for all associated shipping and handling costs. You will provide to GFC an inventory of supplies in your possession upon GFC's request. If you fail to return to GFC any unused supplies upon expiration or termination of this Supplement, GFC reserves the right to invoice you and you will pay GFC for such unused supplies at GFC's then current rates. If your use of supplies exceeds the published yields for a particular piece of the Maintained Equipment by more than ten percent (10%), you agree to pay when invoiced, additional charges at GFC's then current rates for such excess usage. Toner prices are subject to change.

7. Meter Readings. At GFC's option, you will provide actual meter readings upon GFC's request, by; (a) automatic meter reading device attached to the Equipment, or (b) any other method which GFC requests. GFC may estimate the number of images produced by you in any particular billing period if you do not provide GFC with meter readings within seven (7) days of GFC's request. GFC may audit any automatic meter reading device from time to time.

8. Loss and Damage. Because it is in your possession and/or control, you bear the entire risk of loss, theft or damage to the Equipment and no such loss relieves you of your Payment obligations pursuant to this Agreement. If GFC determines that any Equipment is lost, stolen or damaged beyond repair ("Lost Equipment"), you will, upon demand, pay GFC the Accelerated Payment applicable to the Lost Equipment.

9. Title. Except as otherwise provided, GFC holds title to the Equipment, except any Software, and you will have no claim of ownership thereto. However, if you are not in default pursuant to the Agreement, you will be entitled to possession of the Equipment during the Term of this Supplement. You will keep the Equipment free from all liens and encumbrances. You will maintain any markings on the Equipment indicating that it is the property of GFC. You will not make any alterations, additions or improvements of any kind to the Equipment without prior written consent of GFC. However, if so authorized, any such alterations, additions, or improvements will become property of GFC.

10. Software and Support. GFC will provide support for and configuration of Software as provided in this Supplement. References and links to End User Agreements applicable to the Software subject to this Supplement are set forth in or attached to this Supplement.

11. End User Agreements. You acknowledge and agree that GFC is a reseller of certain Software, cloud-based data storage and other Solutions that are provided by GFC Partners, and that GFC and the GFC Partners require as a pre-condition to use of their Software, cloud-based data storage and other Solutions, that you agree to one or more End User Agreements, which are available for your review under the heading "Customer Agreements with GFC Partners" at www.gflesch.com/terms-and-conditions. You hereby agree to such End User Agreements and will not in any way breach or be in default under the terms and conditions of the End User Agreements. A breach by you of any term or condition of any such End User Agreements will be an event of default pursuant to this Agreement. Notwithstanding anything in the End User Agreements to the contrary, the Agreement between you and GFC is non-cancellable by you for the full Term hereof.

12. Location of Equipment. You agree to provide GFC with thirty (30) days advance written notice before moving Equipment from the location where GFC installed it. GFC, or a person or entity selected by GFC, will assist with any such move at your cost. Upon reasonable notice, GFC will have the right to enter your premises during business hours to inspect the Equipment from time to time.

13. Personal Property. You will promptly notify GFC of any notice of any attachments or other judicial process affecting the Equipment. The Equipment is, and will remain, personal property even if the Equipment becomes affixed to or attached to real property or any building.

14. Insurance. During the Term of this Agreement, you will keep the Equipment insured, at your expense, against all risks of loss or damage for the full replacement value thereof and will carry public liability insurance covering the Equipment. Said insurance must be in form and amount and with companies having an A.M. Best rating of "A" or better, and must name GFC as loss payee and as an additional insured, respectively. You must deliver proof of such coverage to GFC within thirty (30) days of the date of this Agreement. You will pay GFC all deductible amounts upon the occurrence of a loss. You must obtain endorsements that will give GFC thirty (30) days written notice before said insurance is altered or cancelled and that said insurance to GFC will not be invalidated by any act or omission by you. The proceeds of such insurance will be used as determined by GFC in its sole discretion. You appoint GFC as your attorney-in-fact in connection with any such insurance proceeds. If you fail to provide proof of insurance as required, GFC may acquire such insurance. The cost thereof, plus administrative fees will become due and payable with your next Payment. Any duplication of such payments is your responsibility.

15. Other Documents. If a transaction subject to this Supplement is construed as a secured transaction or a conditional sale, this Agreement is deemed to be the security agreement or conditional sale contract, and GFC will be the secured party and you the debtor. You consent to GFC filing financing statements showing GFC's interest in the Equipment. You and GFC agree that this transaction is not subject to either Article 2 or Article 9 of the UCC.

16. Addendums and Signatures. All provisions of the GFC Leasing imageCARE Master Agreement Acceptance Supplement Schedule of Equipment/Accessories, Software, and Maintenance attached hereto, and any other schedules, addendums or riders which reference this Supplement or attached hereto, which you acknowledge you have read, are hereby incorporated by reference into this Supplement to the same extent as if fully set forth herein. This Supplement may be executed in counterparts, which collectively will be deemed one Supplement.

AGREED to by the parties hereto effective as of the date executed by GFC.

GORDON FLESCH COMPANY, INC.,
d/b/a GFC LEASING

CUSTOMER

The undersigned affirms that he/she is duly authorized to execute and deliver this Acceptance Supplement on behalf of Customer.

By: _____
Authorized Signature

By: _____
Authorized Signature

Name/Title: _____
Print Name

Name/Title: _____
Print Name

Date: _____

Date: _____

Email: _____



Council Agenda Item

Meeting Date: 08/01/2023

Agenda Item: Communications Center Weather Radio Antenna Update

Staff Contact (name, email, phone): Dan Meyer
dmeyer@whitewater-wi.gov
262-473-1371

BACKGROUND

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

In order to assist our dispatchers recognize severe storm warnings as early as possible, a weather radio was installed in the Communications Center. This was one of the measures taken to avoid delays in the activation of our tornado sirens.

Shortly after installation it was recognized that significant electronic interference within the Communications Center limited the signal reaching the weather radio. GenComm technicians provided a quote for antenna equipment and labor to address that issue. The quote includes a cable, splitter, jumpers, lightning protector, and installation.

The cost quoted by GenComm (\$1,889.50) was not budgeted for in 2023, so we are looking for Council direction as to whether or not to move forward with the project now, in the future, or not at all.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

N/A

FINANCIAL IMPACT

(If none, state N/A)

Total cost quoted by GenComm is \$1,889.50.

STAFF RECOMMENDATION

Ideally, we recommend moving forward with the project now. However, if it needs to wait due to budget constraints, we are confident that we have made adjustments to our policy and procedure that will reduce the risk of delays in siren activation to include allowing dispatchers to activate the sirens based on cell phone alerts from NWS as well as ensuring that our dispatchers are tuned into severe weather news broadcasts.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. GenComm Quote



2604 N. Chapel Hill Rd.
 McHenry, IL 60051
 815-385-4224
www.Gencomm.com

Prepared by: Cliff Hammarstrom
 Email: Cliff.Hammarstrom@Gencomm.com
 Phone: 815-322-1657
 Sales Rep: _____

We appreciate your business!
 Quote Valid for 30 days
 Quote Date 6/30/2023
 Quote Number 20230630ch2

Prepared for:			
Name:	Sabrina Ojibway	Title:	Communications Director
Email:	Sojibway@whitewater-wi.gov	Phone:	262-473-0555
Address:	312 W Whitewater St.	City/St. :	Whitewater, WI 53190
Entity:	Whitewater Police Dept		
DESCRIPTION:	Extend antenna connection for 2 Weather receivers in dispatch		

DETAILS: Gencomm will provide and install a cable from the radio equipment room off the garage to the dispatch consoles to extend the antenna connection used for the WX radio. It will be split to allow 2 receivers to have external antenna inputs. It is assumed that the existing outside antenna and cable are working properly.

<u>Description</u> (Title A)				
SECTION A1				
Part Number	Description	Qty	Unit Price	Ext Price
				\$ -
LMR-400	Coax, 3/8in LMR-400	150	\$ 1.60	\$ 240.00
EZ-400-NF	Connector, LMR-400 N Female	1	\$ 17.00	\$ 17.00
EZ-400-NM	Connector, LMR-400 N Male	4	\$ 17.00	\$ 68.00
PS-1502	Splitter, 50 ohm, 2-way, N-female ports	0	\$ 220.00	\$ -
RFB1140	Adapter, BNC Female to RCA Male Phono	1	\$ 6.50	\$ 6.50
A42E-4	Jumper, 4', RG142, N-Male to BNC Male Cable Assembly	1	\$ 47.00	\$ 47.00
IS-50NX-C2-MA	Protector, Polyphaser, 125-1000 MHz Flange Mount, N(F) Eq-N(M) Ant	1	\$ 96.00	\$ 96.00
Misc	Misc, straps, ties, tape, consumables, etc.	1	\$ 75.00	\$ 75.00
Shipping Inbound	Shipping & Freight charges	1	\$ 20.00	\$ 20.00
				\$ -
			TOTAL PRICE	\$ 569.50

SECTION A2				
Part Number	Description	Qty	Unit Price	Ext Price
				\$ -
Labor-On Site	Labor to install cable, terminate ends, establish connections	8	\$ 165.00	\$ 1,320.00
Mobilization Zone 9	Mobilization charges round trip (Per person / Vehicle) Zone 9	1	\$ 275.00	\$ 275.00
Discount	Mobilization discount due to existing maintenance contract	1	(275.00)	(275.00)
				\$ -
			TOTAL PRICE	\$ 1,320.00

TITLE A TOTAL \$ 1,889.50

ALL TITLE SECTIONS Grand TOTAL

\$ 1,889.50

QUOTE ACCEPTED BY:	_____
ACCEPTED DATE:	_____ Accepted Total Amount _____

To accept this quote, please Sign, Date, and return it to Gencomm

- (1) Immediate access to any work areas is required.
- (2) Work will be performed from 8:00 AM to 5:00 PM, Monday through Friday, excluding holidays unless otherwise arranged.

(3) Information and materials contained in this quote exhibits a technical expertise and is intended to be viewed by the customer that it is addressed to. No part of this information shall be divulged to any entity that would use it to formulate a competitive offer.

(4) Specifics, such as lengths, genders, and part numbers will be reviewed and/or verified at time of order to ensure accuracy.

(5) Unless specifically stated, all sales are for domestic use.

(6) Unless previously arranged, for quotes in excess of \$5,000.00 Gencomm requests 50% payment upon approval / purchase order, 20% upon equipment delivery, 20% upon system operation, 10% upon final testing / acceptance.

(7) Unless otherwise specified, shipping and handling charges are not included and will be added to the associated invoice.

(8) All system support-maintenance plan payments are due prior to expiration of any existing support plan.