



Common Council Meeting

Whitewater Municipal Building Community Room,
312 West Whitewater St., Whitewater, WI 53190
*In Person and Virtual

Tuesday, June 18, 2024 - 6:30 PM

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

Please click the link below to join:

https://us06web.zoom.us/j/81256634296?pwd=hnOmVYaV4X9rjiHyRMPVUR9Ewkislg.yO_Nwnrk57Nvmk8g

Telephone: +1 (312) 626-6799 US (Chicago) (Houston)

Webinar ID: 812 5663 4296

Passcode: 023286

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.

AGENDA

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

A councilmember can choose to remove an item from the agenda or rearrange its order; however, introducing new items to the agenda is not allowed. Any proposed changes require a motion, a second, and approval from the Council to be implemented. The agenda shall be approved at each meeting even if no changes are being made at that meeting.

CONSENT AGENDA

Items on the Consent Agenda will be approved together unless any council members requests that an item be removed for individual consideration.

1. Approval of Common Council Minutes from May 21, 2024.
2. EOC minutes from May 6, 2024.
3. Police and Fire Commission Meeting Minutes from March 12, 2024.
4. Public Works Committee Meeting Minutes from April 9, 2024.
5. Urban Forestry Minutes from March 25, 2024.

- [6.](#) Plan and Architectural Review Minutes Commission from May 13, 2024.

CITY MANAGER REPORT

STAFF REPORTS

HEARING OF CITIZEN COMMENTS

No formal 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.

RESOLUTION

- [7.](#) Levying special assessments for the North Side Water Main Project- **Public Works**
- [8.](#) Approving WDNR Compliance Maintenance Annual Report- **Public Works**
- [9.](#) Resolution to Authorize Parks Director to apply for Inflation Reduction Act Forestry Grant through WI DNR - **Parks**

ORDINANCES

First Reading

- [10.](#) **Ordinance 2024-O-09** an Ordinance to amend Chapter 11.12.011 by deleting “Pearson Court, Eastbound at Pearson Lane” and amending Chapter 11.12.013 by adding “Pearson Court, eastbound at Pearson Lane”. Waive second hearing- **Public Works**
- [11.](#) **Ordinance 2024-O-10** an ordinance Opting out of Wisconsin Act 73 and retain closing hours specified in WI Stat 125.32 (3) (a) for Class "B" Alcohol License holders during Republican National Convention -**PD**

CONSIDERATIONS

- [12.](#) Discussion and Possible Action regarding approval of annual Class "A" Beer and Liquor License for Whitewater Petroleum-**City Clerk**
- [13.](#) Discussion and Possible Action regarding Beverage Operator License appeal for Chelsea Baker-**City Clerk/PD**
- [14.](#) Discussion and Possible Action to reconsider award of the Cravath & Trippe Lakes Mechanical Dredging of Cattail to Eco Waterway Services-**Parks**
- [15.](#) Discussion and Possible Action to consider awarding the Cravath & Trippe Lakes Mechanical Dredging of Cattail to RLP Diversified, INC-**Parks**
- [16.](#) Discussion and Possible Action regarding the 4th of July Fireworks license- **City Clerk**

- [17.](#) Discussion and Possible Action regarding Comparison of Public Comments-**City Manager**
- [18.](#) Discussion and Possible Action regarding an Alternate Policy for all Committees.-**City Manager**
- [19.](#) Discussion and Possible Action regarding Ordinance 2.48.080-Removal of Members-PARC-**City Manager**
- [20.](#) Discussion and Possible Action regarding Twin Oak's License Renewal-**Neighborhood Services**
- [21.](#) Discussion and Possible Action regarding Combining Title 19.51.180 Truck, Trailer, Mobile Home and Equipment Parking Restrictions and Title 20 Recreational Vehicle Parking-**Neighborhood Services.**
- [22.](#) Discussion and Possible Action regarding Appointing Ryan Coleman to the Community Involvement & Cable TV Commission.-**City Manager**
- [23.](#) Discussion and Possible Action regarding Appointing Marjorie Stoneman to the Plan & Architectural Review Commission-**City Manager**
- [24.](#) Discussion and Possible Action regarding Combination of Equal Opportunity Commission and the Disabilities Committee- **City Manager**
- [25.](#) Discussion and Possible Action regarding Approval of Strand Task Order 24-06, Well #7 Modifications - **Public Works**
- [26.](#) Discussion and Possible Action to Approve First Amendment to Lease Agreement with Sprint Spectrum L.P. for communication facilities on Cravath St Water Tower- **Public Works**
- [27.](#) Discussion and Possible Action regarding the approval of the Water Tower Space/Lease Agreement with Netwurx, LLC for communication facilities on Southwest Water Tower-**Public Works**
- [28.](#) Discussion and Possible Action regarding the 2024 Community Heroes Event (Gala)- **HR**
- [29.](#) Discussion and Possible Action regarding the Volunteer Background Check Policy and the Grievance Process Policy-**HR**
- [30.](#) Discussion and Possible Action regarding changes to the Good Governance Manual- **HR**
31. Councilmember Requests for Future Agenda Items or Committee items. Questions

FUTURE AGENDA ITEMS

32. Brown Cab update-**Finance Q2**
33. Tentative date to hold Common Council meeting at UWW Campus 9/17/24-**City Manager/Singer Q3**
34. Review the reference to Chapter 10 in Ordinances 2024-O-05, 2024-O-06 Title 19 and 20.-**Dawsey Smith Q2**
35. Mobile Home Special Assessments-**Hicks Q3**

36. Part-time and Seasonal Salaries amendment-**Schanen-Q2**
37. Library Construction Costs and Financing-**Library**

CLOSED SESSION Adjourn to Closed Session, to Reconvene in Open Session, 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:

38. Agreement between the CDA and the City for reimbursement of eligible Tax Increment Financing expenses.

CONSIDERATIONS

39. Discussion and Possible Action regarding an Agreement between the CDA and the City for reimbursement of eligible Tax Increment Financing expenses.

ADJOURNMENT

Anyone requiring special arrangements is asked to call the Office of the City Manager / City Clerk (262-473-0102) at least 72 hours prior to the meeting.

2023-2025 City of Whitewater's 5 strategic goals: Build single-family homes, Communicate with the community without the newspaper, Support a thriving business community, Recruitment and retention efforts with a focus on diversity, and Prioritization of expenditures with available resources.



Common Council Meeting

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Tuesday, May 21, 2024 - 6:30 PM

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Citizen participation is welcome during topic discussion periods.**

Please click the link below to join: https://us06web.zoom.us/j/89486414174?pwd=0FusUq8_-vsZWxPah0WJahhdcwYudg.jYbLpclbMaax6vY1

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MINUTES

CALL TO ORDER

Council President Patrick Singer called the meeting to order at 6:30 pm.

ROLL CALL

PRESENT

Council President Patrick Singer
Councilmember Neil Hicks
Councilmember Brienne Brown
Councilmember Lisa Dawsey Smith
Councilmember Greg Majkrzak
Councilmember Orin Smith
Councilmember Brian Schanen

City Manager John Weidl

City Attorney Jonathan McDonnel

Public Works Director Brad Marquardt

City Clerk Heather Boehm

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

A councilmember can choose to remove an item from the agenda or rearrange its order; however, introducing new items to the agenda is not allowed. Any proposed changes require a motion, a second, and approval from the Council to be implemented. The agenda shall be approved at each meeting even if no changes are being made at that meeting.

Motion made amend the agenda by moving item 39's Citizen Comments to right after item 20 by Council President Singer, Seconded by Councilmember Smith.

Voting Yea: Council President Singer, Councilmember Hicks, Councilmember Brown, Councilmember Dawsey Smith, Councilmember Majkrzak, Councilmember Smith, Councilmember Schanen.

Motion made to approve the agenda with changes by Councilmember Dawsey Smith, Seconded by Councilmember Majkrzak.

Voting Yea: Council President Singer, Councilmember Hicks, Councilmember Brown, Councilmember Dawsey Smith, Councilmember Majkrzak, Councilmember Smith, Councilmember Schanen

GUEST SPEAKER

1. Accurate Assessors Presentation.

Nate Vosters, the COO of Accurate Appraisal, along with Bill Gaber, the Operations Manager, and Shanda Stachurski, the Account Coordinator, presented an overview of their company's services and recent improvements to the Whitewater Council. They emphasized their commitment to employee engagement, as evidenced by their high Gallup engagement score, and highlighted their innovative approach to customer service, social media engagement, and educational outreach. They also discussed their comprehensive training program, in-house software development, and the use of digital technology in the field. The presentation concluded with a summary of the assessment process, including the new open book process.

CONSENT AGENDA

Items on the Consent Agenda will be approved together unless any council members requests that an item be removed for individual consideration.

Motion made to approve the Consent Agenda by Councilmember Majkrzak, Seconded by Councilmember Hicks.

Voting Yea: Council President Singer, Councilmember Hicks, Councilmember Brown, Councilmember Dawsey Smith, Councilmember Majkrzak, Councilmember Smith, Councilmember Schanen

2. Approval of Common Council Minutes from May 7, 2024.
3. Plan and Architectural Review Commission April 8, 2024 Minutes.
4. Lakes Advisory Committee Meeting Minutes from April 3, 2024.
5. EOC minutes from April 1, 2024.
6. April 2024 Financials

CITY MANAGER REPORT

City Manager Weidl gave his bi-monthly update of City events and accomplishments, including reports from the following departments: Public Works, IT, Neighborhood Services, Library, Parks and Recreation, Police, and Human Resources.

STAFF REPORTS

7. Economic Development Update- **Economic Development Director**

Economic Development Director Zeinert provided an update on recent activities in the office, highlighting the successful conclusion of the Whitewater Windup event

with the Barista Cat Cafe emerging as the winner, followed by the Wellnest shop and Stellar Vintage. She also mentioned the significant community interest in the event, which was a first for the area.

Director Zeinert also discussed the housing roundtable held on April 25th, which brought together various stakeholders to address housing needs in Whitewater as outlined in the strategic plan. The event included keynote speakers and aimed to facilitate dialogue among realtors, government officials, developers, landowners, and others.

She also mentioned the commencement of the Meadowview housing development, aligning with the strategic goal of facilitating 100 homes within five years. Additionally, progress was reported on the Innovation Center's Memorandum of Understanding (MOU), with assistance from Joe Kromholz of the CDA.

She noted that 15 Business Recruitment and Expansion (BRE) meetings had been completed, with a goal of 25 by the end of the year.

In response to a question about the windup event's future, she indicated that the decision to repeat the event next year would be up to the CDA, but expressed optimism based on the public's interest.

8. Spring Splash review/update- **PD**

Police Chief Meyer stated that law enforcement operations mirrored those of 2023 Spring Splash and proceeded smoothly. Activity patterns remained consistent, with heavy foot traffic before noon, a lull after 5-6 p.m., and increased movement to the downtown area in the evening. Mobile field force teams managed larger crowds. Two notable incidents involved firearms: one with a real gun displayed after an argument, and another with a replica firearm pointed at a drone. Arrests doubled from last year, encompassing both criminal charges and ordinance violations.

Personnel and cost details include 428 hours worked by WPD staff and 904 hours by outside agencies, with costs of \$14,876 for WPD and approximately \$49,720 for outside agencies. These costs were not charged due to mutual aid agreements. A command station was also set up, with 15 agencies assisting overall.

9. Update on Mobile Home Community Special Assessment.-**Finance**

Finance Director Blich explained that the special assessment for the trailer park is on hold until after the Board of Review. The park was found to be under-assessed based on 2020 sales data. The assessor updated the assessment and requested income and expense information from the park, but this information has not yet been received. The trailer park has the opportunity to go to the Board of Review either on Thursday or June 13th. The situation will be readdressed based on any changes or developments at the Board of Review.

10. Outstanding balance from WUSD regarding WAFC-**Finance**

City Manager Weidl explained that school district's attorney requested two pieces of information before their vote on the 28th: a spreadsheet of capital improvements and an accounting of any outstanding balance owed. The balance is to be split equally between both organizations per the previous agreement. The question posed is whether the calculation should stop at the end of fiscal year 2023, totaling \$44,164.25, or include up to May 2024, adding an additional \$15,603, for a total of \$59,767.25. The staff is ready to provide the necessary information once a decision is made on the cutoff date.

Motion made to make the cutoff date to the end of May 2024 for a total of \$59,767.25 by Councilmember Hicks, Seconded by Councilmember Smith.

Voting Yea: Council President Singer, Councilmember Hicks, Councilmember Brown, Councilmember Dawsey Smith, Councilmember Majkrzak, Councilmember Smith, Councilmember Schanen

11. Compensation Study Results-**Finance**

Finance Director Blich explained that the Compensation Study was a significant project has been underway for several months, involving a detailed methodology to compile and score comparable municipalities. The process included a score sheet showing the ratings and comparisons. An additional \$32,000 for 2024 is needed to adjust wages for positions that are below the new minimum proposed range. The impact on the budget is manageable, with no amendments needed due to the overall budget size of \$11 million. Adjustments are necessary to maintain wage rates at the 50th percentile of comparable communities and create a 35% band, primarily affecting the lowest-paid positions. The financial impact for 2025 is expected to be approximately double the \$34,000 for 2024. Without any changes to the levy, an additional \$200,000 in revenue is anticipated from MSP payments returning, supporting the financial feasibility of these adjustments.

HEARING OF CITIZEN COMMENTS

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No one wished to speak during this time.

RESOLUTION

12. Resolution updating the Procurement Policy-**Finance**

Finance Director Blich explained this resolution was to make the Ordinance, Resolution and Policy to all line up, making the Policy document as the governing document.

Motion made to approve the Resolution updating the Procurement Policy by Councilmember Dawsey Smith, Seconded by Councilmember Schanen.

Voting Yea: Council President Singer, Councilmember Hicks, Councilmember Brown, Councilmember Dawsey Smith, Councilmember Majkrzak, Councilmember Smith, Councilmember Schanen

13. Salary Resolution Amendment for Permanent Staff-**Finance**

Finance Director Blich explained after reviewing other municipalities, it was found that a 35% wage spread is common but not universally applicable. To address this, a separate exhibit was created to approve wages for part-time employees and non-salaried fire and EMS personnel, who have different pay structures. The resolution specifies that these changes will be effective from May 21, 2024, not June 1 as previously mentioned.

Motion made to approve the Salary Resolution Amendment for Permanent Staff by Councilmember Hicks, Seconded by Councilmember Smith.

Voting Yea: Council President Singer, Councilmember Hicks, Councilmember Brown, Councilmember Dawsey Smith, Councilmember Majkrzak, Councilmember Smith, Councilmember Schanen

14. Salary Resolution Amendment for Part-time/Seasonal Staff; Exhibit A-**Finance**

Finance Blich explained the this was part two for the above salary resolution for part time/seasonal staff.

Motion made move the Sports Officials to a minimum of \$25 per game by Councilmember Hicks, Seconded by Councilmember Majkrzak.

Voting Yea: Council President Singer, Councilmember Hicks, Councilmember Brown, Councilmember Dawsey Smith, Councilmember Majkrzak, Councilmember Smith, Councilmember Schanen.

Motion made to move the WAFC desk staff and lifeguards to a minimum of \$13 per hour and the Head Lifeguard and Front Desk Lead to a minimum of \$16 per hour by Councilmember Hicks, Seconded by Councilmember Dawsey Smith.

Voting Yea: Council President Singer, Councilmember Hicks, Councilmember Brown, Councilmember Dawsey Smith, Councilmember Majkrzak, Councilmember Smith, Councilmember Schanen.

Chuck Mills argues that a small wage increase, such as \$1.20 per hour, won't attract lifeguards when other jobs, like those at McDonald's, offer higher pay. He emphasized the

critical responsibility lifeguards have in maintaining safety and saving lives, suggesting that higher wages, such as \$20 or \$25 per hour, would effectively resolve staffing issues. He highlighted the need to value these skilled roles appropriately and mentioned that even doubling pay for referees would make a significant difference. He criticized the current approach as ineffective and calls for more substantial wage increases to address these problems meaningfully.

Motion made to have the Finance Committee take another look at these numbers and come back to Council by Councilmember Majkrzak, Seconded by Councilmember Dawsey Smith.

Voting Yea: Council President Singer, Councilmember Hicks, Councilmember Brown, Councilmember Dawsey Smith, Councilmember Majkrzak, Councilmember Smith, Councilmember Schanen

15. Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$6,430,000 General Obligation Promissory Notes, Series 2024A - **Finance**

Greg Johnson from Ehlers explained that there are two presale reports included in your packet. The first report covers general obligation promissory notes, which will finance various projects such as equipment, vehicles, library, street, and stormwater improvements from the city's capital improvement plan. This multi-year financing plan was initiated during last year's budget adoption, and we are now beginning the debt issuance process for the finalized 2024 projects. The parameters resolution on your agenda delegates authority to the city manager or the director of administrative services to accept the note sale results, provided certain financial parameters are met. This allows flexibility in scheduling the sale to avoid competition. The sale date is estimated for June 27th, with the borrowing amount capped at \$6,430,000 and a maximum true interest cost of 4.26%. If these conditions are not met, the sale cannot be awarded.

Motion made to approve the Resolution Authorizing the Issuance and Establishing Parameters for the sale of not to exceed \$6,430,000 general obligation promissory notes, series 2024A by Councilmember Majkrzak, Seconded by Councilmember Smith.

Voting Yea: Council President Singer, Councilmember Hicks, Councilmember Brown, Councilmember Dawsey Smith, Councilmember Majkrzak, Councilmember Smith, Councilmember Schanen

Larry Kachel (457 S Buckingham Blvd) asked about the changes in interest rates.

16. Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$1,635,000 Waterworks and Sewer System Revenue Bonds, Series 2024B of the City of Whitewater, Walworth and Jefferson Counties, Wisconsin, and Providing for the Payment of the Bonds and Other Details With Respect to the Bonds - **Finance**

Greg Johnson from Ehlers explained that this is the water and sewer equivalent of the capital improvement plan, similar to the general obligation promissory notes report.

Motion made by Councilmember Hicks, Seconded by Councilmember Schanen.
 Voting Yea: Council President Singer, Councilmember Hicks, Councilmember Brown,
 Councilmember Dawsey Smith, Councilmember Majkrzak, Councilmember Smith,
 Councilmember Schanen

ORDINANCES

First Reading

17. **2024-O-07** Ordinance allowing Board of Absentee Canvassers (Allowing Central Count for Absentee Ballots) .-**City Clerk**

City Clerk Boehm Central count will keep all absentee ballots in the building. They will be processed here: checked into Badger Books, run through tabulators, and overseen by election inspectors. This process will be open to the public. It requires approval from the Wisconsin Election Board, as detailed in the second plan included with the ordinance.

Motion made to approve Ordinance 2024-O-07 allowing Board of Absentee Canvassers by Councilmember Dawsey Smith, Seconded by Councilmember Schanen.

Voting Yea: Council President Singer, Councilmember Hicks, Councilmember Brown,
 Councilmember Dawsey Smith, Councilmember Majkrzak, Councilmember Smith,
 Councilmember Schanen

18. **Ordinance 2024-O-05** an ordinance amending Title 20 Recreational Vehicle parking.-
Neighborhood Services

Allison Schwark from Municipal Code Enforcement, LLC explained that we are revisiting Title 19 and Title 20 of the ordinances. The first issue was that, although they conveyed the same information, the wording and format differed. I have now matched them exactly to avoid confusion. The second reason for revisiting is due to complaints from residents that the current ordinance is ineffective. We need to decide whether the ordinance is acceptable as is or if changes are necessary. Tonight, you have both redlined and clean versions of Titles 19 and 20 that align word-for-word.

Motion made approve Ordinances 2024-O-05 and 2024-O-06 by Councilmember Majkrzak, Seconded by Councilmember Schanen.

Voting Yea: Council President Singer, Councilmember Hicks, Councilmember Brown,
 Councilmember Dawsey Smith, Councilmember Majkrzak, Councilmember Smith,
 Councilmember Schanen

Motion made to take everything out of section D to state "as the recreational vehicle, camper, trailer, shall not extend over the public sidewalk or right of way" by Councilmember Hicks, Seconded by Councilmember Schanen.

Voting Yea: Council President Singer, Councilmember Hicks, Councilmember Brown,
 Councilmember Dawsey Smith, Councilmember Majkrzak, Councilmember Smith,
 Councilmember Schanen

Robert Freiermuth (HSI Rentals) would like the number of vehicles limited to 1 and should be in the side yard.

Carl Stoll (445 S Pleasant St) questioned if this is the only ordinance for junk vehicles and if this was the only way of controlling junk vehicles.

Motion made to remove section 16 (i) remove language that states "units shall not exceed 30 ft in length" by Councilmember Hicks, Seconded by Councilmember Schanen. Voting Yea: Council President Singer, Councilmember Hicks, Councilmember Brown, Councilmember Dawsey Smith, Councilmember Majkrzak, Councilmember Smith, Councilmember Schanen

Motion made to add language to section 16 (c) stating "treaded wood or treated plywood or similar" by Councilmember Hicks, Seconded by Councilmember Smith.

Voting Yea: Council President Singer, Councilmember Hicks, Councilmember Brown, Councilmember Dawsey Smith, Councilmember Majkrzak, Councilmember Smith, Councilmember Schanen

Motion made to change "hard driving surface to hard parking surface" by Councilmember Schanen, Seconded by Councilmember Brown.

Voting Yea: Council President Singer, Councilmember Hicks, Councilmember Brown, Councilmember Dawsey Smith, Councilmember Majkrzak, Councilmember Smith, Councilmember Schanen

Motion made to change 16(e) to no unit should be parked on public streets highways intersections of public lander parking lots for extended period exceeding 72 hours by Councilmember Brown, Seconded by Councilmember Schanen.

Voting Yea: Council President Singer, Councilmember Hicks, Councilmember Brown, Councilmember Dawsey Smith, Councilmember Majkrzak, Councilmember Smith, Councilmember Schanen

19. Ordinance 2024-O-06 an ordinance amending 19.51.180 Truck, Trailer, mobile home and equipment parking restrictions.-**Neighborhood Services**

Council directed Allison Schwark from Municipal Code Enforcement LLC to have Title 19 and 20 mirror each other.

Motion made approve both 2024-O-05 and 2024-O-06 with above amendments and bring back to Council for 2nd reading by Councilmember Majkrzak, Seconded by Councilmember Hicks.

Voting Yea: Council President Singer, Councilmember Hicks, Councilmember Brown, Councilmember Dawsey Smith, Councilmember Majkrzak, Councilmember Smith, Councilmember Schanen

20. Ordinance 2024-O-08 Creating Section 5.30 Mobile Food Establishments (MFE's)-**Neighborhood Services.**

Economic Development Director Zeinert explained the Office of Economic Development has received many inquiries about starting food trucks and their operating hours. Upon reviewing the ordinance, we found it needed clarification for new operators. The ordinance presented today aims to set clear expectations for food truck operations.

Motion made to refer this to the Community Development Authority to do some more research and then bring back to the Council by Council President Singer, Seconded by Councilmember Dawsey Smith.

Voting Yea: Council President Singer, Councilmember Hicks, Councilmember Brown, Councilmember Dawsey Smith, Councilmember Majkrzak, Councilmember Smith, Councilmember Schanen

Chuck Mills asked the question about if this would mess with Girls Scout's selling cookies or lemonade stands

Second Reading

21. Ordinance 2024-O-02 an ordinance amending 16.14.825 Violations of Regulatory Provisions-**Neighborhood Services**

Allison Schwark of Municipal Code Enforcement LLC stated for the record, a brief summary of the second reading of the ordinance changes is provided. The ordinance originally stated that non-compliance with grease trap requirements would result in a misdemeanor penalty. It was decided that this penalty was too harsh, so the verbiage was revised to reflect a more appropriate consequence. This second reading is to finalize the updated language in the ordinance.

Motion made to approve the second reading of Ordinance 2024-O-02 by Councilmember Dawsey Smith, Seconded by Councilmember Hicks.

Voting Yea: Council President Singer, Councilmember Hicks, Councilmember Brown, Councilmember Dawsey Smith, Councilmember Majkrzak, Councilmember Smith, Councilmember Schanen

22. Ordinance 2024-O-03 Amending Section 1.21.010 Schedule of Deposits to Provide for a Bond Amount for Violations of Chapter 16.14 Sewer Charges.-**Neighborhood Services**

Motion made to approve Ordinance 2024-O-03 establishing the fine for above Ordinance by Councilmember Dawsey Smith, Seconded by Councilmember Schanen.

Voting Yea: Council President Singer, Councilmember Hicks, Councilmember Brown, Councilmember Dawsey Smith, Councilmember Majkrzak, Councilmember Smith, Councilmember Schanen

CONSIDERATIONS

23. Discussion and Possible Action regarding Approval of a Permit for Storage of a Junked-Disassembled-Inoperable or Unlicensed Vehicles or Parts Thereof for Marc Jones located at 311 E Cravath Street.-Neighborhood Services

Motion made to approve the Permit for a stored junked vehicle for Marc Jones by Councilmember Hicks, Seconded by Councilmember Smith.

Voting Yea: Council President Singer, Councilmember Hicks, Councilmember Brown, Councilmember Dawsey Smith, Councilmember Majkrzak, Councilmember Smith, Councilmember Schanen

24. Discussion and Possible Action regarding WUSD Fireworks application for Fireworks at May 24, 2024 Graduation-**City Clerk**

Motion made to approve the Fireworks permit for WUSD by Councilmember Hicks, Seconded by Councilmember Dawsey Smith.

Voting Yea: Council President Singer, Councilmember Hicks, Councilmember Brown, Councilmember Dawsey Smith, Councilmember Majkrzak, Councilmember Smith, Councilmember Schanen

25. Discussion and Possible Action regarding Appointing Lynn Binnie to the Plan & Architectural Review Commission.- **City Manager**

Motion made to approve appointing Lynn Binnie to the PARC board made by Councilmember Dawsey Smith, Seconded by Councilmember Hicks.

Voting Yea: Council President Singer, Councilmember Hicks, Councilmember Brown, Councilmember Dawsey Smith, Councilmember Majkrzak, Councilmember Smith, Councilmember Schanen

26. Discussion and Possible Action regarding Appointing Gloria Bluey to Landmarks Committee- **City Manager**.

Motion made to approve appointing Gloria Bluey to the Landmarks Committee by Councilmember Schanen, Seconded by Councilmember Brown.

Voting Yea: Council President Singer, Councilmember Hicks, Councilmember Brown, Councilmember Dawsey Smith, Councilmember Majkrzak, Councilmember Smith, Councilmember Schanen

27. Discussion and Possible Action regarding Appointing Sherry Stanek to the Board of Zoning Appeals- **City Manager**

Motion made appoint Sherry Stanek to the BZA by Councilmember Dawsey Smith, Seconded by Councilmember Schanen.

Voting Yea: Council President Singer, Councilmember Hicks, Councilmember Brown, Councilmember Dawsey Smith, Councilmember Majkrzak, Councilmember Smith, Councilmember Schanen

28. Discussion and Possible Action regarding Transitioning to YouTube from Vimeo- **Chief of Staff**

Chief of Staff Magestro explained that Media Services started a YouTube account on April 30th and are gradually transferring all their videos to the platform, although it takes

about 90 minutes per video. This process will take months to complete. She clarified that new meetings may be uploaded to YouTube immediately, but will confirm this. They plan to prioritize uploading new meetings to address the immediate need for current content on YouTube, even if it delays transferring older videos.

29. Discussion and Possible Action regarding Approval of the Amended City Manager's Employment Agreement- **HR**

Council President Singer explained the Council discussed amending the City Manager's Employment Agreement in a closed session last meeting. The proposed amendments include increasing the City Manager's annual salary to \$140,000 retroactive to January 1, with future increases based on annual performance reviews. Additionally, there would be one-time upward adjustments of 3% in salary after four and seven years of service. The severance package would terminate after six months or upon gaining coverage through another employer. The City Manager would receive a \$500 monthly vehicle allowance and maintain a \$50 monthly stipend for cell phone use or opt for a city-issued cell phone.

Motion made to approve the amended City Manager's Employment Agreement by Councilmember Dawsey Smith, Seconded by Councilmember Smith.

Voting Yea: Council President Singer, Councilmember Hicks, Councilmember Brown, Councilmember Dawsey Smith, Councilmember Majkrzak, Councilmember Smith, Councilmember Schanen

30. Councilmember Requests for Future Agenda Items or Committee items. Questions

Councilmember Dawsey Smith requested a review of Chapter 10 and 19 & 20 consolidation.

Councilmember Schanen would like to see a review of Part time/Seasonal salaries.

Councilmember Hicks would like to see the special assessment for Mobile Homes come back to Council and Junk vehicle permits not to come to Council for approval.

FUTURE AGENDA ITEMS

31. Combining EOC and Disability Rights Committees- **Chief of Staff Q2**
32. Brown Cab update-**Finance Q2**
33. Tentative date to hold Common Council meeting at UWW Campus 9/17/24-**City Manager/Singer Q3**
34. Lakes Dredging Bids-**Parks Q2**
35. Spring Splash Task Force-**City Manager Q2**
36. Alcohol License Renewals 6/4/24- **City Clerk/PD**

CLOSED SESSION Adjourn to closed session, to Reconvene in **Open Session**, 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:

Motion made to go into Closed session at 8:56 pm by Council President Singer, Seconded by Councilmember Dawsey Smith.

Voting Yea: Council President Singer, Councilmember Hicks, Councilmember Brown, Councilmember Dawsey Smith, Councilmember Majkrzak, Councilmember Smith, Councilmember Schanen

Motion made to come back into Open session at 9:48 pm by Councilmember Dawsey Smith, Seconded by Councilmember Smith.

Voting Yea: Council President Singer, Councilmember Hicks, Councilmember Brown, Councilmember Dawsey Smith, Councilmember Majkrzak, Councilmember Smith, Councilmember Schanen

37. Proposed multi-family development to be located on Moraine View Parkway (Tax Parcel No. WPB 00044) for Chris Slater. - **Economic Development Director**
38. Accurate Contract-**Finance**

Consideration and possible action regarding proposed multi-family development to be located on Moraine View Parkway (Tax Parcel No. WPB 00044) for Chris Slater.

39. Discussion and Possible Action regarding Proposed multi-family development to be located on Moraine View Parkway (Tax Parcel No. WPB 00044) for Chris Slater. -**Economic Development Director**

Motion made to approve the Multi-Family Development to be located on Moraine View Parkway Tax Parcel No. WPB 00044 for Chris Slater by Councilmember Majkrzak, Seconded by Councilmember Dawsey Smith.

Voting Yea: Council President Singer, Councilmember Brown, Councilmember Dawsey Smith, Councilmember Majkrzak, Councilmember Smith, Councilmember Schanen
Voting Nay: Councilmember Hicks

Brian Zellmer (1270 E Jakes Way Unit 14) urged the council not to vote on this project at this time due to several issues, including safety concerns on Moraine Drive. He would prefer single-family or multi-family homes, similar to the existing Bluff Road development. The proposed building has 128 units, which could result in nearly 300 vehicles if multiple people share apartments. This increase in traffic raises safety concerns, particularly at the stop sign near the park, which people often ignore. Additionally, there's increased traffic through residential areas with many children, making it dangerous. We need to address these issues before proceeding.

Nancy Boyer (1270 E Jakes Way Unit 9) stated she spoke with several neighbors, and none of us heard about this project until last night. We have many questions and would appreciate more time before you vote. Questions include: Where will the renters for these 128 units come from? Can the school and police department handle 128 new families? Will it be low-income housing? Will the city invest a lot of money, and will it raise our taxes? Please delay the vote so we can get our questions answered.

Jim Heckendorf (Whitewater Rental Association) stated I represent the Whitewater Rental Association (WRA) and its members, including hundreds of taxpaying residential and commercial properties. The WRA has an open records request that is stalled with the city attorney regarding the Kowalski property and housing study. We request the city provide this information and allow two to three weeks for public discussions on the true impacts of potential subsidies and tax implications. It's difficult to comment without complete information, and many details remain undisclosed. A rushed vote on potential million-dollar subsidies is premature. The Whitewater community, including UW-Whitewater, faces declining enrollment, and single-family homeowners have seen a 27% increase in city taxes over the past two years. Upcoming referendums may further strain affordability for working families. A hypothetical scenario suggests that tax increment financing (TIF) delays additional tax revenue to the city and school district until loans are repaid, potentially extending the TIF's duration if new projects arise. We need a detailed explanation of the short- and long-term impacts on community services and tax burdens before proceeding with a vote.

Bob Freiermuth (HSI Rentals) stated he believed the information should be presented in full. As a developer investing my own money and not seeking city funds, I find it unfair for other developers to receive TIF money, which ties up funds for 20 years at taxpayers' expense. While I support more housing in the community and can compete, I strongly oppose using TIF money for such projects. If a project cannot be financed properly by a bank, it shouldn't be built. We also need to consider the underlying population issues affecting housing demand and other economic factors.

Brad Ceranske (9503 Woodward Dr) stated as a landlord in Whitewater, I believe it's unfair to give TIF money to a developer. This would increase my taxes to cover additional services. Essentially, it's like paying taxes and having some of that money given to my competition to build new properties. This is about democracy and fairness. The city shouldn't place the burden of growth on residents by using their tax money to support developers. For someone earning \$22 an hour at Generac and struggling with rising taxes, it's unjust. Taxes have increased by 22% recently, benefiting the city, not the taxpayers. Developers should pay for their projects, creating a level playing field. Using TIF money benefits developers but burdens the school district, city services, and taxpayers. Let developers build without subsidies.

Jeff Knight (405 Panther Ct) expressed concern as a CDA member with experience in closing successful TIFs in Saukville, I believe the CDA and City Council need thorough discussions on the current TIF proposal. I voted against it because I didn't believe it met the "but-for" test, meaning it could be built without TIF funding. Local developers, like Ryan Hughes and those in Elkhorn, have built similar projects without city financing, indicating a strong rental market that doesn't need incentives. There's a greater need for affordable single-family housing in town, which should be prioritized. High-density projects like the proposed one can pay off debt quickly but might not be the best use of TIF funds.

Art Stritzel said I had a lot on Tratt Street, initially zoned for a single-family home. In 2013, it was a struggle to get approval to build a duplex, even though it was zoned for both single and duplex families. Yet, someone was allowed to build a four-family unit on it,

which seems unreasonable. Given this situation, it feels like a developer might as well put 1,400 beds in the new project instead of just 128.

Susan Chandler (369 Lakeview Dr) shared her experience attending a morning session Housing Roundtable where she was the only non-investor citizen present. She commended Taylor, Lana, Bonnie, and John for their vision and forward-thinking ideas presented, emphasizing the need for Whitewater to act boldly to become vibrant. She highlighted key concepts like walkable neighborhoods, a disciplined housing approach, and a managed housing hierarchy to attract more population to the area. Chandler cited Eau Claire as an exemplary model, noting its successful development of various housing types and walkable communities, suggesting that Whitewater and Elkhorn could follow similar strategies to meet the region's housing needs.

Council President Singer stated the Plan and Architectural Review Commission will also be hearing on the actual use and site plan and conditional use permits, so that's another avenue as well, I think, especially in the neighborhood, maybe some outreach. It's required. To better educate what's going on and be very open about what the proposal is from, not necessarily the financial side, but from the site itself and the volume and the traffic patterns and all the stuff that was brought up as a concern.

40. Discussion and Possible Action regarding Accurate Assessor's Contract- **Finance**
No Action Taken

ADJOURNMENT

Motion made to adjourn at 9:54 pm by Councilmember Smith, Seconded by Councilmember Hicks.
Voting Yea: Council President Singer, Councilmember Hicks, Councilmember Brown, Councilmember Dawsey Smith, Councilmember Majkrzak, Councilmember Smith, Councilmember Schanen

Anyone requiring special arrangements is asked to call the Office of the City Manager / City Clerk (262-473-0102) at least 72 hours prior to the meeting.

2023-2025 City of Whitewater's 5 strategic goals: Build single-family homes, Communicate with the community without the newspaper, Support a thriving business community, Recruitment and retention efforts with a focus on diversity, and Prioritization of expenditures with available resources.



ABSTRACT/SYNOPSIS OF THE ESSENTIAL ELEMENTS OF THE OFFICIAL ACTIONS OF THE EQUAL OPPORTUNITIES COMMISSION OF THE CITY OF WHITEWATER, WALWORTH AND JEFFERSON COUNTIES, WISCONSIN.

EQUAL OPPORTUNITIES COMMISSION MINUTES OF MONDAY, MAY 6

1. Call to Order and Roll Call –The virtual meeting came to order at approximately 5:04 pm. Present at the meeting were Common Council Representative Brienne Brown, Orin Smith, citizen members Tery Tumbarello, Mary Ann Zimmermann and Tia Schultz. Also present was staff support, Chief of Staff Becky Magestro, Director of Economic Development, Taylor Zeinert, Cameron Zeinert, intern
2. Approval of the Agenda was motioned by Brienne Brown and Seconded by Orin Smith
3. Hearing of Citizen Comments. – There were no citizens in attendance.
4. Old Business
 - a. Update on Whitewater Graphic
 - i. EOC approves the English version of the Welcome to Whitewater flier. EOC requested that the flier be translated into Spanish. Staff shared once translated, the updated flier will be presented to the EOC.
 5. New Business
 - a. Discussion and possible action regarding creating a Sister City
 - i. EOC discussed the interest in the Sister City located in Mexico but needed additional information in English. Brienne Brown shared she would provide the appropriate information in English.
 - b. Discussion and possible action regarding future Grants
 - i. Chairman Brienne Brown said she would provide Grant information in the at the August meeting.
 - c. Discussion and Possible Action of Combining Disability Rights Commission and EOC
 - i. Cameron Zeinert, intern for the City of Whitewater, provided information for the possible combination of committees. Disability Rights and EOC. At the next meeting the documents with the changes will be presented to EOC.
6. Adjournment –Brown made a motion to adjourn with a second from Tumbarello. The motion passed by unanimous voice vote.

The meeting ended at 5:41 pm.

Respectfully submitted,
Becky Magestro, Chief of Staff

DRAFT



Police and Fire Commission Meeting

Whitewater Municipal Building Community Room,
312 West Whitewater St., Whitewater, WI 53190

*In Person and Virtual

Tuesday, March 12, 2024 - 6:00 PM

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

Please click the link below to join the webinar:

Police & Fire Commission Meeting

Mar 12, 2024, 6:00PM

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/990549493>

You can also dial in using your phone.

Access Code: 990-549-493

United States: +1 (872) 240-3212

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.

AGENDA

CALL TO ORDER

The meeting was called to order at 6:00 PM by Commissioner Jerry Grant

ROLL CALL

PRESENT

Commissioner Jerry Grant

Commissioner Beverly Stone

Commissioner Mwita Binagi

Commissioner Marissa Aranda

Commissioner Tom Miller

Police Chief Daniel Meyer

Police Captain Adam Vander Steeg

Assistant Fire Chief Ryan Dion

Support Services Manager Sabrina Ojibway

APPROVAL OF AGENDA

A Commission member can choose to remove an item from the agenda or rearrange its order; however, introducing new items to the agenda is not allowed. Any proposed changes require a motion, a second, and approval from the Commission to be implemented. The agenda shall be approved at each meeting even if no changes are being made at that meeting.

Motion made by Commissioner Stone, Seconded by Commissioner Aranda to approve agenda.

Voting Yes: Commissioner Grant, Commissioner Stone, Commissioner Binagi, Commissioner Aranda and Commissioner Miller. Motion passed.

CONSENT AGENDA

Items on the Consent Agenda will be approved together unless any Commission member requests that an item be removed for individual consideration.

1. Approval of Minutes from January 22nd, 2024

Motion made by Commissioner Miller, Seconded by Commissioner Stone to approve agenda.

Voting Yes: Commissioner Grant, Commissioner Stone, Commissioner Binagi, Commissioner Aranda and Commissioner Miller. Motion passed.

HEARING OF CITIZEN COMMENTS

No formal Commission 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 Commission discusses that particular item.

There were no citizen comments.

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.

EXECUTIVE SESSION

Adjourn to Closed Session, TO RECONVENE, pursuant to Wisconsin Statutes 19.85(1)(c) "Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility". Items to be discussed:

2. Presentation of EMT/Firefighter Paid On Call Candidate for Certification

Interview of Patrol Captain Candidate

Interview of Patrol Lieutenant Candidate

Motion made by Commissioner Binagi, Seconded by Commissioner Miller to go into closed session.

Voting Yes: Commissioner Grant, Commissioner Stone, Commissioner Binagi, Commissioner Aranda and Commissioner Miller. Motion passed.

The Police & Fire Commission went into closed session at 6:05 PM

RECONVENE INTO OPEN SESSION

Motion made by Commissioner Miller, Seconded by Commissioner Binagi to go into open session.

Voting Yes: Commissioner Grant, Commissioner Stone, Commissioner Binagi, Commissioner Aranda and Commissioner Miller. Motion passed.

The Police & Fire Commission went into open session at 7:03 PM

3. Announcement of Recommendation Concerning Whitewater Fire Department Certification Process

Motion made by Commissioner Miller, Seconded by Commissioner Stone to approve the appointment of Michael Kaspar to the position of Paid-on-Call Firefighter/Paramedic, effective March 12th, 2024. This appointment is subject to the successful completion of a 12-month probationary period.

Voting Yes: Commissioner Grant, Commissioner Stone, Commissioner Binagi, Commissioner Aranda and Commissioner Miller. Motion passed.

Announcement of Recommendation Concerning Whitewater Police Department Patrol Captain Promotional Process

Motion made by Commissioner Binagi, Seconded by Commissioner Aranda to endorse and recommend that Ryan Taft be promoted to the rank of Patrol Captain for the City of Whitewater Police Department.

Voting Yes: Commissioner Grant, Commissioner Stone, Commissioner Binagi, Commissioner Aranda and Commissioner Miller. Motion passed.

Announcement of Recommendation Concerning Whitewater Police Department Patrol Lieutenant Promotional Process

Motion made by Commissioner Miller, Seconded by Commissioner Stone to endorse and recommend that Brandon Taylor be promoted to the rank of Patrol Lieutenant for the City of Whitewater Police Department.

Voting Yes: Commissioner Grant, Commissioner Stone, Commissioner Binagi, Commissioner Aranda and Commissioner Miller. Motion passed.

FUTURE AGENDA ITEMS

No future agenda items were discussed.

ADJOURNMENT

Motion made by Commissioner Miller, Seconded by Commissioner Stone to adjourn.

Voting Yes: Commissioner Grant, Commissioner Stone, Commissioner Binagi, Commissioner Aranda and Commissioner Miller. Motion passed

Meeting adjourned at 7:07 PM

A quorum of the Common Council may be present. This notice is given to inform the public that no formal action will be taken at this meeting.

Anyone requiring special arrangements is asked to call the Office of the City Manager / City Clerk (262-473-0102) at least 72 hours prior to the meeting.



Public Works Committee Meeting

Cravath Lakefront Room, 2nd floor
312 W. Whitewater St.
Whitewater, WI 53190
*In Person and Virtual

Tuesday, April 09, 2024 - 6:00 PM

MINUTES

CALL TO ORDER

The Public Works Committee Meeting was called to order by Hicks at 6:00 p.m.

ROLL CALL

Present: McCormick, Hicks

Absent: Gerber

Other: Marquardt

APPROVAL OF MINUTES

1. Approval of minutes from March 12, 2024

It was moved by McCormick and seconded by Hicks to approve the Public Works Committee minutes from March 12, 2024.

AYES: All by via voice vote (2). NOES: None. Absent: Gerber.

HEARING OF CITIZEN COMMENTS

None

NEW BUSINESS

2. **Discussion and Possible Action Approving Resolution for Updates to the Whitewater Adjusted Urban Area Boundary**

The City received a request from the Wisconsin Department of Transportation regarding updating the City's Urban Area Boundary (UAB). Urban Area Boundaries are updated approximately every 10 years following the release of decennial census data. Due to the new census numbers, local and regional developments, and new traffic count data, it was necessary to review the Whitewater Urban Area Boundary. Changes made to the attached Proposed Adjusted UAB included:

- Adjusting the southern boundary from Willis Ray Road to north of Hwy 12 from Franklin Street to County Highway P.
- A parcel of land on the east side of Howard Road that may annex into the City.
- The airport area of Hang Glide Wisconsin.
- Removing a small triangle piece of property adjacent to E. County Line Road in Jefferson County.
- Adjusting the west boundary from W. Main Street (Business Hwy 12) to Walworth Avenue.

Hicks asked for a brief explanation of what these changes mean for the City. For example: bringing the airport into this resolution. Marquardt stated it really doesn't do anything because the airport isn't in the City. More than anything, it is for funding for the Surface Transportation Planning Grants (STP).

It was moved by McCormick and seconded by Hicks to recommend the Resolution for Updates to the Whitewater Adjusted Urban Area Boundary to the full Council.

AYES: All by via voice vote (2). NOES: None. ABSENT: Gerber.

3. **Discussion and Possible Action Regarding Strand Task Order for Construction Administration covering Contracts 1-2024 thru 5-2024**

Marquardt stated the City has awarded five contracts (Ann-Fremont Street Reconstruction, Forest Street Reconstruction, Fremont Street Reconstruction and Paving, Walworth Avenue Storm Sewer, and Street Maintenance) all of which will require some level of construction administration services. These services include staking, construction inspection, pay requests reviews, and record drawings. Strand is proposing to have one representative onsite full time from May until the end of September, and part time from the middle of April to May and from the end of September to the end of October. A second representative is planned to be onsite full time for a period of eight weeks when it is possible for multiple projects to be ongoing.

All five projects were included in the 2024 budget approved by Council in November 2023. Contracts 1-2024 through 5-2024 were all awarded in February and March of 2024 by Council.

The estimated fee is \$348,000. Monies for construction administration were included within the budgeted amount for each respective project.

Hicks moved to approve Strand Task Order for Construction Administration covering Contracts 1-2024 thru 5-2024 and seconded by McCormick. Marquardt will take this recommendation to the full Council on April 16, 2024.

AYES: All by via voice vote (2). NOES: None. ABSENT: Gerber.

4. **Discussion and Possible Action Regarding Ayres Old Stone Mill Dam Proposal for Engineering Services for Downstream Wall Repairs**

Marquardt stated the City of Whitewater has been using Ayres Associates for dam inspection and design for necessary repairs. The last inspection in 2022 on the Old Stone Mill Dam (Cravath Lake) indicated needed repairs to the downstream masonry sidewalls. Repairs were to be completed by December 31, 2023. The City was granted an extension to complete this work until August 1, 2025. The City is also required to update the Emergency Action Plan (EAP) and the Inspection, Operation & Maintenance (IOM) Plan by June 30, 2024. The attached proposal from Ayres Associates includes preparing design plans and specifications, bidding the project, and providing construction administration services. The proposal also includes updating the EAP and IOM Plan. The estimated fee is not to exceed \$45,000. The 2024 Capital Improvement Plan included \$130,000 for design and construction.

It was moved by McCormick to approve the Ayres Old Stone Mill Dam Proposal for Engineering Services for Downstream Wall Repairs and seconded by Hicks. Marquardt will take this recommendation to the full Council on April 16, 2024.

AYES: All by via voice vote (2). NOES: None. ABSENT: Gerber.

FUTURE AGENDA ITEMS

None

ADJOURNMENT

It was moved by Hicks and seconded by McCormick to adjourn the Public Works Committee meeting at 6:11 p.m.

AYES: All by via voice vote (2). NOES: None. ABSENT: Gerber.

Respectfully submitted,

Alison Stoll

Alison Stoll, Administrative Assistant
Department of Public Works



**Urban Forestry Commission Meeting
Monday, March 25, 2024 – 4:30 PM
Cravath Lakefront Room
312 W. Whitewater Street
Whitewater, WI 53190
Hybrid Meeting**

Meeting Minutes

1. Call to Order and Roll Call

Present: Sherry Stanek, Bill Chandler, Rose Mary Leaver, Brienne Brown

Absent: Ryan Tevis, Nick Alt, Patrick Taylor

Staff: Brian Neumeister, Kevin Boehm

Guests: Kristy Martin, Theresa Stegemann

Meeting called to order at 4:34 by Stanek

2. Approval of Minutes from January 22, 2023

Motioned by Brienne Brown. Seconded by Rose Mary Leaver. Ayes: Stanek, Chandler, Brown, Leaver. Nays: None Absent: Tevis, Alt

3. Hearing of Citizen Comments

No Comments

4. Staff Report

Brian Neumeister gave an update on city staff's tree trimming and stump grinding activities. Staff has received a quote on GIS equipment and is waiting on a quote for tree inventory services.

5. Tree City

1. Tree sale dates and hours are as follows:
 - a. April 26 11am -6pm
 - b. April 27 8am – 4pm
 - c. April 28 12pm-4pm
2. Stanek will update the dates on the yard signs and get those out.
3. Stanek will draft an article for the Banner and submit for publication.

4. Stanek asked Boehm to secure \$150 in small bills as petty cash for tree sale change.
5. Nick Alt has a guarantor to purchase remaining trees left over from tree sale.
6. Brad Marquart may be able to use some trees for the landscaping at the water barn facility at Starin.
7. Stanek mentioned that there currently is 1 open space on the committee and soon to be a 2nd with Patrick Taylor moving to California.
8. Stanek shared that Jim Neis will be creating the flyer for the tree sale.
9. Boehm stated the banner can go above main street on April 22nd and come down on the 29th.
10. Brian will look for the Arboretum at Starin Park banner to install prior to the tree sale.
11. Stanek said the purpose of the tree sale is to get native trees into the community.

6. Future Agenda Items

- a. Determine if the group wishes to participate in the City Market.
- b. Determine if the group wishes to participate in International Children's Day.
- c. Discussion on the use of the oak trees at the Library.
- d. Birds

7. Adjournment

- a. Motioned by Brienne Brown to adjourn at 5:12 PM. Seconded by Bill Chandler. Ayes: Stanek, Chandler, Brown, Leaver. Nays: None Absent: Tevis, Alt

Respectfully Submitted,

Kevin Boehm

Kevin Boehm



Plan & Architectural Review Meeting

Whitewater Municipal Building Community Room,
312 West Whitewater St., Whitewater, WI 53190
*In Person and Virtual

Monday, May 13, 2024 - 6:00 PM

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

Plan and Architectural Review Commission
May 13, 2024, 6:00 – 8:30 PM (America/Chicago)

Please join my meeting from your computer, tablet or smartphone.
<https://meet.goto.com/385524925>

You can also dial in using your phone.
Access Code: 385-524-925
United States: +1 (408) 650-3123

Get the app now and be ready when your first meeting starts:
<https://meet.goto.com/install>

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.

MINUTES

CALL TO ORDER AND ROLL CALL

Meeting was called to order by Chairman Miller at 6:00 p.m.

PRESENT

Councilmember Neil Hicks
Board Member Brian Schanen
Chairperson Tom Miller
Board member Carol McCormick
Board Member Jeffery Weigel
Board Member Michael Smith

ABSENT

Board Member Bruce Parker
Board Member John Beerman

STAFF

Taylor Zeinert, Economic Development Director
Allison Schwark, Planner

Attorney Jonathan McDonell
Llana Dostie, Neighborhood Services Administrative Assistant

- 1. Approval of Minutes from April 8, 2024 Plan and Architectural Review Commission.
Motion made by Councilmember Hicks, Seconded by Board member McCormick.

Voting Yea: Councilmember Hicks, Board Member Schanen, Chairperson Miller, Board member McCormick, Board Member Weigel, Board Member Smith

HEARING OF CITIZEN COMMENTS

No formal Plan Commission action will be taken during this meeting although issues raised may become a part of a future agenda. 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 Commission discusses that particular item.

ELECTIONS OF CHARIPERSON, VICE CHAIRPERSON AND REPRESENTATIVE TO THE URBAN FORESTRY COMMITTEE

Election of Chairperson

Board Member McCormick nominated Tom Miller for Chair with a Second from Board Member Hicks. Board Member Smith nominated Neil Hicks with a second by Board Member Weigel.

On the motion for Tom Miller as chair.

Ayes: Miller, Schanen, McCormick

Nays: Smith, Weigel, Hicks

On the motion for Neil Hick as chair.

Ayes: Smith, Weigel, Schanen, Hicks, McCormick

Election of Vice Chair.

Board Member Schanen nominated Tom Miller with a second from Board Member Smith.

Ayes: Weigel, Schanen, Hicks, McCormick, Miller, Smith

Election of Representative to Urban Forestry Commission.

Board Member McCormick asked Board Member Weigel if he was an alternate. Staff member Dostie confirmed that he was an alternate. Attorney McDonnell confirmed that if he is an alternate he cannot service as a representative.

Board Member Hicks nominated Board Member Carol McCormick with a second from Board Member Schanen.

Ayes: Hicks, Miller, Smith, Weigel, Schanen

Abstain: McCormick

SITE PLAN REVIEWS

2. Site Plan review and possible approval of remodel for of the Fire Department Bunkhouse Tax Parcel #'s /OT 00156 and /OT 00159 for the City of Whitewater Fire Department located at 312 W Whitewater Street.

Planner Schwark gave a brief description on the project. Planner would like to have the property should be rezoned institutional and the multi parcels need to be combined. Board Member McCormick asked why the female bathroom only has one sink and one mirror while the men's bathroom has two. Whether this had to do with square footage or less females in the department. And if there rational regarding it. Planner Schwark stated she had no knowledge as to why. Economic Director Zeinert stated Strand was contracted to do the plans. Board Member Smith asked if it was a fair questions to ask the number of mean and the number of woman. Economic Director Zeinert stated that is something we can ask Chief Freeman but at this time she had no knowledge of that information personally. Planner Schwark stated that she was not asked to review the plans with the Fire Department and only was requested to review the plans for the Plan Commission. Economic Director Zeinert asked if there where any other concerns other than the sink ratio, zoning or planning. Board Member Schanen asked how long an approval is typically good for. Planner Schwark stated typically the project needs to get started within a year before it expires. From that they have until the building permit expires with the standard building permit being good for two years. All said in and done they could techincally have three years.

Motion made by Chairperson Miller, Seconded by Board Member Smith.

Voting Yea: Councilmember Hicks, Board Member Schanen, Chairperson Miller, Board member McCormick, Board Member Weigel, Board Member Smith

DISCUSSION

3. Discussion about where the Plan Commission would like to see Dog Daycare & Boarding Facilities be place with a conditional use in our zoning districts.

Planner Schwark explained that this is a discussion item we placed on the agenda it is a discussion that we have to have tonight because we now have to make a decision on a lower item. This is a discussion we wanted to bring to the Plan Commission to get feedback. This is something that we need to change or ordinance and adapt to new and up and coming businesses coming to Whitewater. This is an area that is kind of a grey spot in our ordinance we currently don't have any areas to allow this type of business. Planner Schwark feels that this wasn't the City's intent to restrict this kind of business, however, when the code was written something like this wasn't included. In

some of our zoning districts we do allow veterinary services and this is the closest that we get to a doggie day care, dog park or dog facility. Planner Schwark wanted to bring this to the Board's attention and ask for feedback about where in our city would be a good location within our city zoning and land use to add this type of business in as a Conditional Use within the City. Chairman Hicks loves the idea of it. With communications that he has had with residents he feels that it is in a good location where it is sited. He doesn't want to see it in a residential district or an industrial district which could harm to the dogs by scaring them or causing them to bark more because you have loud machinery or traffic. Chairman Hicks stated that he felt his dog would like it.

Board Member McCormick stated she owns a pet and likes the idea of a dog boarding facility in Whitewater that it is needed. We did have a resident that was concerned about the noise. Concern about the railroad tracks making the dog barking worse. Board Member Smith shared he used to live in the area and can't see that the dogs barking would be any louder than the train. Planner Schwark stated that as we get into the scope of rewriting the code it sounds like a B-3 business district that the Plan Commission feels that this is a suitable for this type of business. She asked about an M-1 district. Economic Development Director Zeinert asked Planner Schwark to explain what an M-1 district is and Board Member Schanen asked also for a B-1 and B-3. Planner Schwark stated that an M-1 district is more industrial uses along with some lighter industrial uses. Examples manufacturing, freight terminals, research facilities and offices. B-3 zoning district that is highway commercial district is set up to accommodate your not nuisance industrial commercial that is highway oriented with higher land use. Examples would be private recreation facilities, mini warehouses. Board Member Smith stated that it sounded that B-3 is more restrictive than M-1. Planner Schwark stated that with the M-1 and B-3 districts in relationship to Dog Daycare and Dog Boarding facilities that they would be similar since we would be added this as a conditional use permit. Both would require the applicant to come forward and apply for a conditional use permit that would have to be approved by the Plan Commission. Board member Smith stated from what he is hearing an M-1 would be louder than a B-3. He stated that it sounds like a B-3 would be better and asked for more examples. Planner Schwark stated a general example is where the Dog Daycare that is proposed to locate is B-3. Board Member Schanen asked if downtown is zoned differently. Planner Schwark stated the downtown district is a B-2 Central Business District and this is completely different from a B-3 district and Dog Daycares or Dog Boarding facilities would still not be allowed in those districts. Board Member Hicks asked about the minimum lot size in an M-1 is. Planner Schwark stated 20,000 square feet. Board Member Hicks asked about whether the setbacks would be less than a B-1 and B-3. Planner Schwark stated that the setbacks would be front yard 30 ft, side yard 15ft and rear yard 30 ft. Compared to a B-3 where the front is 15 ft, side yard is 15 ft and the rear yard is 20 ft. Planner will bring it back as a draft for our code ordinance.

PUBLIC HEARING FOR REVIEW AND POSSIBLE APPROVAL

4. Discussion and possible approval of a Conditional Use Permit for sale of alcohol by the drink located at 210 W Whitewater St., Parcel # /OT 00144 for Daniel Rodriguez d/b/a as Lloyd's formally known as Blacksheep.

Board Member Smith asked why if there was an alcohol board why they needed to approve since he was new. Planner Schwark explained that it is because of the conditional use permit. Our code only allows for sales by taverns alcohol by the drink with a conditional use permit. So because we have ownership change and they want to continue to sell alcohol by the drink we need to approve a new conditional use permit.

Motion made by Board member McCormick, Seconded by Board Member Schanen.
Voting Yea: Councilmember Hicks, Board Member Schanen, Chairperson Miller, Board member McCormick, Board Member Weigel, Board Member Smith

5. Discussion and possible approval of a Conditional Use Permit for sale of alcohol by the drink located at 162 W Main St., Parcel # /OT 00014 for Teuta Ademi d/b/a as Fanatico's.

No discussion.

Motion made by Board member McCormick, Seconded by Chairperson Miller.
Voting Yea: Councilmember Hicks, Board Member Schanen, Chairperson Miller, Board member McCormick, Board Member Weigel, Board Member Smith

6. Discussion and possible approval of a Conditional Use Permit for a proposed Dog Daycare Facility located on vacant land on Bluff Road Tax Parcel # /A323600002 for Daniel and Jhienelly Kistle d/b/a The Royal Hounds of Whitewater.

Planner Schwark explained that they are here for a Conditional Use Permit and Site Plan review. This is located on vacant land in our B-3 Highway Commercial District. Planner Schwark stated that dogs would not be kept overnight for boarding. Applicant corrected that. There is an outdoor area and parking lot for 8 vehicles. As previously discussed this is not something that our current zoning allows for in the B-3 district but the most similar land use requiring a Conditional Use Permit would be a vet clinic use. So we are using that to accommodate this request. In review the site plan it does appear to be in compliance with all of the requirements of the B-3 zoning ti area. It meets the minimum lot area and the minimum lot width. The building also meets all set backs. Planner Schwark had the item as pending due to the discussion that needed to be had. Planner Schwark would like the board to ponder these three questions as they make a decision tonight. Is the B-3 an appropriate location that you feel is appropriate for this business operation? Does the site plan show an adequate screening and buffer zone for noise control? And if the use is compatible with the zoning designation how many animals should be kept onsite at a time and what are the appropriate hours of operation? Applicants Daniel and Jhienelly Kistle 327 E Clay Street Unit 19. Daniel stated that they do intend to board dogs at nights. They would like to operate from 7 a.m. to 7 p.m. They put the parking lot on the north side because that is a time when the dogs are not their control and most likely to make noise and the building will serve as a buffer to

the neighborhood to the south. As for the yard with a 6 foot privacy fence along with a wall of arborvitae to further act as a buffer. Also, barking dogs are not allowed in since he can't have the dog agitating all the other dogs. He stated he has run a facility like this in Atlanta, GA behind luxury condos without complaint. Chairman Hicks stated that if the hours are 7 a.m. to 7 p.m. that the dogs would be boarded inside overnight. Applicant Daniel confirmed, yes they would inside their kennels. Board Member Smith asked about how many dogs. Applicant Daniel stated that there would be 40 total overnight at maximum capacity. He anticipates something more like 10 per average night. Board Member asked if he had room for 40 dogs and he stated it was engineered to do so. Board Member Schanen asked if that was assuming a mixture of sizes since 40 chihuahuas takes up less space than 40 greyhounds. Applicant Daniel stated that was correct that they would have space for 20 small and 20 large dogs. they will have 4 separate yards both indoors and out for large and small dogs separated. Board Member McCormick asked whether there would be someone there at all times. Applicant Daniel stated yes that in the begin he would be there until it takes off and there would be a minimum of 2 people onsite at all times. Chairman Hicks stated that he sees the dumpster with the chain link fence and asked about slats. Applicant Daniel confirmed that there would be slats. Board member Wiegel asked about how many staff he intended to have on hand. Applicant Daniel stated 2 once it is busier up to 4. And in the future 3 but there will always be a minimum of 2 onsite. Board Member Miller asked about vets and whether people would have to use their vets. Applicant Daniel stated that there would be strict vaccination records requirements and no sick dogs would be accepted. Board Member Schanen asked about the garage doors and the outside area and if it was going to be free access or would it be more of ok it's recess time, time to go outside. Applicant Daniel stated that on bad weather days they would keep them inside mostly. On fair weather days they would like them roam in and out. Board Member McCormick asked about their their statement on the application. Applicant Daniel confirmed that they do own a series of group homes and are expanding that. Chairman Hicks stated that I agree with this and we don't want to turn and business away from the the city we are growing. This is a market that is needed. He understands that the parking lot to the north is probably the most uncontrolled time for the barking. And I would also trust that if there was a nuisance dog that it would be addressed before it causes a larger issue. As far as the Planners questions. Number 1 I believe that we should have Dog Daycare or boarding facilities in the B-3 zoning district. Taking into account what the owners mentioned the arborvitae and 6 foot solid cedar fence noise control is adequate to mitigate noise. As for number 3 when we talk about 24 hours and the dogs would only be allowed outside from 7 a.m. to 7 p.m. that should affect someone's time sleeping. I also assume that if we go 24 hours there would be a plaque with a phone number so that if there is an issue someone can have a phone number to have the matter addressed. Attorney McDonnell stated that both the site plan and the conditional use can be approved together. Board member Miller amended his motion to include both the site plan and Conditional Use Permit. Planner Schwark stated that a couple of items to take into consideration that on the site plan it does look like the dogs enter and leave the outside area via garage door. There should be a condition within the conditional use that those garage doors should be closed after 8:00 pm. everyday or whatever time the board feels is appropriate, along with a maximum number of

animals. The owner mentioned that there would be no more than 40 dogs and Planner Schwark recommends that be added to the conditional use permit as a condition that they will never exceed that amount. In addition to that if anyone is nervous about the noise or would like to reevaluate this project does after they are open we can always have them come back for a look back period after one year of business operation to ensure that we have not received any noise complaints if we feel that is going to be a problem. Amend motion to include the garage doors should be closed between 7:00 p.m. to 7:00 a.m. and the planner's comments. And amended motion to include a max number of dogs up to 40 dogs.

Motion made by Chairperson Miller, Seconded by Board Member Smith.

Voting Yea: Councilmember Hicks, Board Member Schanen, Chairperson Miller, Board member McCormick, Board Member Weigel, Board Member Smith

7. Discussion and possible approval of a Conditional Use Permit for a New Wireless Telecommunication Facility and Free Standing Tower to be located at 312 Elkhorn Road. Tax Parcel #'s /A919 00002 and /A91900003 for LCC Telecom Services.

Planner Schwark stated this currently a vacant lot on the corner. They are requesting a 195 foot self supporting tower in a 100 x 100 foot lease area. They are requesting a variance because they are not building a building or screen roof top. The current proposed tower doesn't meet our set back ordinance. All the property around the tower is proposed land use is for residential. Board Member Smith asked if the set back requirements only had to do with the tower falling. Planner Schwark stated that not only is it for the safety but it also has to do with cell towers having health affects on individuals if they are living too close them and aesthetic reasons and reduced property value. Chairman Hicks stated that this may be a case of code not catching up to new engineering. They are designed to fall on themselves and there is a letter from an engineer in the packet. Board Smith asked about the radio waves. Representative John Burchfield from LLC Telecom Services 10700 W Higgins Road, Suite 240, Rosemount IL 60018 along with Jake Remington from Husch Blackwell, LLP 511 N Broadway, Suite 1100, Milwaukee WI 53203 who can speak on the state statute and federal requirements. This is for At & t to fill in a gap in their coverage on the southeast end of town. As far of the health concerns, cell phone towers are non-ionizing radiation. They are like radio and TV and don't pose a cancer risk. Board Member McCormick stated that she noticed based on their study there were other potential places to put this. The place chosen had the best signal. John Burchfield stated that yes they chose this parcel for various reasons. The parcel is a small parcel with existing trees and there is other trees on another parcel. It is boarder on the other side by B-1, Kwik Trip and Dollar General. Board Member McCormick stated that when she first saw the plans she thought you got to be kidding this is my neighborhood. This is a gateway into the eastern portion of Whitewater and don't think that it is a very welcoming sign to see an 192 foot tower and I'm sure we will be getting a lot of complaints from neighbors. This might diminish property values. John Burchfield stated that diminishing property values is speculative and we can have studies going both ways. As far as aesthetic the trees on the property should provide enough cover. Other landscape options can be discussed. The tower is currently set back from

the road. We have a 100 x 100 foot lease area but currently the plan is to only build a 70 x 70 foot fence area. We have extra space to add in drainage landscaping. Board Member Smith asked if this was a purchased property John was unsure if this was contingent on approval but yes it is a purchase. Board Member Smith also asked if there were other opportunities further away of that intersection. John Burchfield stated no not to meet that coverage area objective. We have another tower we are looking at putting in the City but that is further west to cover the southwest portion part of town. Board Member Smith asked if they had a output measurement of radiation that is emitted from the tower. John Burchfield stated that the FCC regulates that and has set standards. Economic Director Zeinert asked Planner Schwark to explain what a variance is. The current code requires that the exterior surfacing of buildings that hold the equipment has to be an exterior wall and a roof building over the equipment. The applicant has stated that this is not their current standard and they would like a variance to veer away from that. With the variance they would move forward and have to be heard in front of the Board of Zoning Appeals. The Board of Zoning Appeals would than decide if they have a hardship in order to grant that variance. If they feel there is a hardship on this property and there is valid reason they for why they don't or shouldn't meet our code requirements the Board of Zoning Appeals would than go forward and grant that variance, however fi there is not a hardship and they have made the determination that they shouldn't be accepted they would deny the variance and the applicant would have to appear before the Plan Commission to show that they meet all our code requirements. Chairman Hicks had a question on the variance language for wireless telecommunication towers is that specific to the B-3 district or city wide. Planner Schwark stated that is city wide related to all zoning districts that allow telecommunication facilities as a conditional use permit. Board Member Wiegel asked outside of the better cell phone coverage what other benefits are there for the City. John Burchman state that the main benefit that he could point out other than commercial cell phone coverage. AT & T is contracted for First Net they won the bid for that. First Net is the first network nation wide solely dedicated to First Responders. So this is something that AT & T is installing on all towers that Tillman is doing for them. The main benefit is safety. The coverage would extend over the eastern side of the city including all of Tripp Lake. Board Member McCormick asked would it be possible to do it in a more rural location or near a business park which is not that far from the intersection. John Burchman stated if there is something that can be discussed about the type of tower or appearance of the tower to make this more palatable to some of those residents we can try to discuss that. As far as moving to another location these things are engineered fairly specifically as to where they can go. If they move 600 feet to the east they are not going to get the type of coverage they are looking for and will increase the need for more sites in the future. Board Member McCormick asked is this a major difference or minimal difference. John Burchman stated he is not an RF engineer so he has to give a generic answer. You may get signal outside but not in a vehicle or building. Board Member Smith asked about what the signal strength since when you talk about 600 feet and double there is not a tower every 1200 feet. John Burchman stated it depends on the height of the tower. Cell phone towers he has seen can range from 40 feet above the ground to 400 feet above the ground. The taller your can get the towers up the more area you can cover. It also depends on traffic. So if you have more traffic on

a tower at any given time the functional range of the towers is less. Chairman Hicks stated he had a few things. He stated that he does work with wireless quite a bit but doesn't work in the industry. As for the support structure itself they are an outdoor cabinet and work fine for him but knows that they won't work fine for everyone. However, if we do provide that variance there would be fencing to cover entirely he would expect that it is blocked from all view even the top. Secondly with the set backs with the engineer letter that it is a 1/3 fall which is 65 feet but looking set backs they are currently less than 65 feet. If we approve it I would like to see setbacks at 1/3 of tower height which is 65 feet preferable from your lease area but if that can't be done the lot lines. Also, to go into RF coverage if things got to be changed but there is land to the south east that has more rural area. We can change power levels to increase the coverage area. John Burchman stated that they could do opaque fence and landscaping as approval. As far as the set backs we can look at that, reengineer or modify that. Having the 50 foot set back is better in the back is better for front landscaping. Chairman Hicks recommend that they don't use arborvitae since no one waters it and they die. John Burchman stated that they had looked at matching the landscaping that was in the middle of the roundabout. Jake Remington stated on the set backs issue wouldn't require a variance because going back to 66.0404 (r) if there is an ordinance that requires set backs it can be no greater than any other commercial structures. However under 66.0414 (2)(g) if an applicant provides an engineering certification showing that the structure is designed to collapse within a smaller area than the setback than those set backs don't apply. Board Member Schanen asked about what type of coverage is being improved here is it 4G or 5G. Jake Remington and John Burchman both stated it is likely the latest which is 5G. Chairman Hicks stated that in defense of the project the City did move to all cellular devices to First Net this would benefit the City not just he people within the City. Planner Schwark stated there is a benefit to bringing another cellular tower into the City of Whitewater it will improve the overall service of the area and help in the community. However, I do think there is a better location other than the proposed location before the board tonight. This is a gateway into your city center and this is what you see when you come into the City of Whitewater. Is surrounded by valuable residential land that will probably soon be developed and I don't feel this use is compatible with your surrounding and adjacent land uses. I do feel it will diminish the property values in this area. Motion was made to deny the conditional use permit for wireless telecommunication facility. Board Member Smith I wish it was just a 1/4 mile south. Jake Remington asked if the location of the tower was inconsistent with the surround uses. Chairman Hicks stated that as you come in 12 there residential and yes Kwik Trip and Dollar General but there is residential down Clay Street and there open farm land. Board Member McCormick stated that Walton is developing in that area shortly. Jake Remington asked it is the look of tower or the height or just a cell phone tower in that location I'm just looking for clarity. He stated that if the board wanted to table it they could propose a lower height or different type of structure instead of self supporting. Board Member McCormick stated that it is the not the height that is the issue by the location. John Burchfield stated that yes if they move this significantly southwest they will lose coverage over the lake. There are a lot of issues moving a particular sight once we have got a location in mind. Board member McCormick stated

that don't they get monetary reward. John Burchfield stated yes but some people do want it and some don't.

Motion made by Board Member Schanen, Seconded by Board member McCormick.
Voting Yea: Board Member Schanen, Chairperson Miller, Board member McCormick, Board Member Weigel
Voting Nay: Councilmember Hicks
Voting Abstaining: Board Member Smith

FUTURE AGENDA ITEMS

Chairman Hicks asked about the rezone of the library. Planner Schwark stated that the rezoning application and even though we are the City of Whitewater we are going to follow all the appropriate steps. And it requires a Public Hearing so it will be back in June. Chairman Hicks also asked that we do the same for the Fire Department.

Board member requested that they get an update on the old White Elephant. Economic Director Zeinert stated the Bowers House and asked if they wanted an update from the contractor of what they are doing or have done. Board Member McCormick stated, yes.

Board Member Schanen asked if it is possible to combine the parcels for the fire department. Staff Member Dostie explained that is all of City Hall and we currently sit on 9 parcel numbers.

NEXT MEETING DATE JUNE 10, 2024.

ADJOURNMENT

Meeting was adjourned at 7:25 p.m.

Motion made by Board member McCormick, Seconded by Board Member Schanen.
Voting Yea: Councilmember Hicks, Board Member Schanen, Chairperson Miller, Board member McCormick, Board Member Weigel, Board Member Smith

Anyone requiring special arrangements is asked to call the Office of the City Manager / City Clerk (262-473-0102) at least 72 hours prior to the meeting. Those wishing to weigh in on any of the above-mentioned agenda items but unable to attend the meeting are asked to

send their comments to:
c/o Neighborhood Services
312 W. Whitewater Street
Whitewater, WI 53190
or ldostie@whitewater-wi.gov



Council Agenda Item

Meeting Date:	June 18, 2024
Agenda Item:	North Side Water Main Special Assessment
Staff Contact (name, email, phone):	Brad Marquardt, bmarguardt@whitewater-wi.gov , 262-473-0139

BACKGROUND

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

Johns Disposal formally requested water to be extended from the west side of WE Energies Whitewater Generating Station to their facility in 2023. The project was designed and an Opinion of Probable Cause was determined for the construction. Based off of this, an estimated special assessment was determined for Johns Disposal and the Wastewater Treatment Facility. A Waiver of Special Assessment Notice and Hearing was signed by both entities, thus bypassing the need for a preliminary resolution and public hearing. With the construction completed, a Resolution is needed to levy the special assessments to both entities.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

At their July 11, 2023, meeting, the Public Works Committee approved the special assessment terms of paying equal installments over five (5) years with no interest accrued.

The Common Council awarded the project at their August 15, 2023, meeting.

The Public Works Committee recommended approving the resolution to levy the special assessments at their June 11, 2024 meeting.

FINANCIAL IMPACT

(If none, state N/A)

The estimated special assessment cost was \$83,285 for both Johns Disposal and the Wastewater Treatment Facility. The estimated cost was based on an 8" equivalent water main pipe being installed. The final cost, again based on an 8" equivalent water main, is \$74,624.88. A 12" water main was installed, but for special assessment purposes, the oversizing of a water main is not assessed. The special assessment can be paid over five (5) years with no accrued interest.

STAFF RECOMMENDATION

Staff recommends a motion to approve the Resolution levying the special assessments for the North Side Water Main Project.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Special Assessment Resolution
2. Signed Waivers
3. July 11, 2023, PWC Minutes

**RESOLUTION AUTHORIZING LEVYING SPECIAL ASSESSMENTS FOR
THE NORTH SIDE WATER MAIN PROJECT**

WHEREAS, Johns Disposal made a request for water main to be extended to their property based on an order from the DNR due to arsenic contamination and also the need for fire protection; and

WHEREAS, on August 2, 2023, bids were received by the City Clerk for the North Side Water Main Extension Project which will provide water service to the Johns Disposal property and the City of Whitewater Wastewater Treatment Facility; and

WHEREAS, on August 15, 2023, the low bidder was awarded the North Side Water Main Extension Project; and

WHEREAS, the Public Works Committee approved the arrangement of paying the special assessment over five equal installments with no accrued interest; and

WHEREAS, Waivers of Special Assessment Notice and Hearing were signed by each property affected and are attached hereto and made a part hereof; and

WHEREAS, the Project is completed and the Public Works Committee recommended approval to levy the special assessments at their June 11, 2024 meeting;

NOW THEREFORE, BE IT RESOLVED,

1. That payment for said public improvements shall be made through an assessment against the real estate property described above.

2. That the assessments be and are hereby levied in the amount of:

Johns Disposal (292-0515-3312-001)	\$74,624.88
City of Whitewater Wastewater Treatment Facility (292-0515-3313-000)	\$74,624.88

3. That such levy is made by the exercise of the City's police powers.

4. That the assessments are hereby determined to be fair and equitable, allocated amongst the property on a reasonable basis, and are in the public interest.

5. That any interested property owner may contest all or any part of such assessment in the manner provided in Section 3.10.010 of the Whitewater Municipal Code.

6. That the special assessments shall be paid as follows:

A. Payment in full with the 2024 real estate taxes **OR**

B. Payment of the first one-fifth of the assessment with the 2024 real estate taxes. The remaining balance is paid in equal installments with the next four real estate tax bills as a special assessment that carries a 0% interest charge. If choosing the installment option, the remaining balance due may be paid between February 1 and November 1 of each tax year.

Real estate taxes may be paid in full or in two installments (January 31, July 31). Regardless of how real estate taxes are paid, special assessments must be paid on or before January 31, 2025. No payments can be applied to real estate taxes if special assessments are not paid. Section 74.12(11)(a), Wisconsin Statutes,

specifically states that if a treasurer receives a payment from a taxpayer which is not sufficient to pay all general property taxes, special assessments and special taxes due, the treasurer shall apply the payment to the amounts due, including interest and penalties, in the following order: (1) personal property taxes; (2) delinquent utility charges; (3) special charges; (4) special assessments; (5) special taxes; (6) general property taxes.

BE IT FURTHER RESOLVED that this final assessment resolution shall be published as a Class I notice in the official City newspaper; and

BE IT FURTHER RESOLVED, the Clerk shall cause to be mailed a copy of this resolution and a statement of the final assessment against the property to every property owner whose name appears on the assessment roll, whose post office address is known or can with reasonable diligence be ascertained.

Resolution introduced by Councilmember _____ who moved its adoption. Seconded by _____. AYES: NOES: ABSENT: ADOPTED: _____

John Weidl, City Manager

Heather Boehm, City Clerk

WAIVER OF SPECIAL ASSESSMENT NOTICE AND HEARING

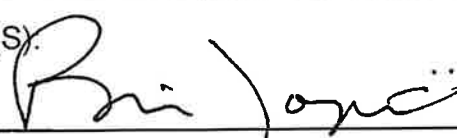
(Under Chapter 66 Wisconsin Statutes)

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

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

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

PROPERTY OWNER	Basura LLC
PROPERTY ADDRESS	107 County Road U, Whitewater, WI 53190
KEY NUMBER	292-0515-3312-001
ASSESSABLE FOOTAGE	1170 feet
ESTIMATED SPECIAL ASSESSMENT	\$83,285

SIGNATURE OF OWNER(S): 

PRINT NAME(S):
Brian Jongetjes, Pres

DATE: 7/26/2023

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

**WAIVER OF
SPECIAL ASSESSMENT NOTICE AND HEARING**

(Under Chapter 66 Wisconsin Statutes)

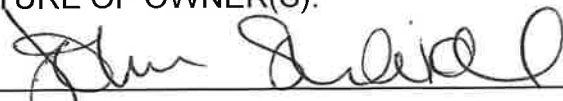
We, the undersigned owners of property benefited by the following public improvement to be made by the City of Whitewater, Walworth and Jefferson County, Wisconsin, to-wit:

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

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

PROPERTY OWNER	City of Whitewater, Wastewater Facility
PROPERTY ADDRESS	109 County Road U, Whitewater, WI 53190
KEY NUMBER	292-0515-3313-000
ASSESSABLE FOOTAGE	1170 feet
ESTIMATED SPECIAL ASSESSMENT	\$83,285

SIGNATURE OF OWNER(S):



PRINT NAME(S):

John S. Uebel

DATE:

25 July 2023

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



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

MINUTES

1. Call to order and roll call.

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

Present: Gerber, Allen, Stone

Others: Marquardt

2. Approval of minutes from June 13, 2023

It was moved by Allen and seconded by Gerber to approve the Public Works Committee minutes from the June 13, 2023, meeting.

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

3. Hearing of Citizen Comments

No hearing of citizens comments at that time.

4. New Business

a. Discussion and Possible Action regarding sidewalk replacement program.

Marquardt stated the sidewalk replacement program was on his radar as well as brought up by Alderperson Gerber for further discussion. According to the Chapter, the building inspector is the designated sidewalk administrator. Sidewalks are to be reviewed annually in one of the City's wards on a rotating basis. According to the ordinance, the property owner is responsible for the cost of repair or replacement.

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

Fund 280 - Street Repairs, typically has \$20,000 budgeted for annual sidewalk repair. Staff has been using this money for miscellaneous sidewalk repairs, with work typically completed by City staff.

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

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

Allen asked about sidewalks that need repair but not on the list for street reconstruction. Marquardt stated the first priority would be to look where they will be doing the street reconstruction. Another ward could be added if it is close by the reconstruction area so the contractor wouldn't have to go across town. Marquardt also stated that every curb ramp encountered will have to be updated to meet new ADA guidelines.

Committee members then discussed it being changed from a resolution to a policy.

Marquardt will bring the information back to the committee members regarding the cost of replacing a sidewalk. That way there will be a better understanding of costs associated with the project. Gerber asked that this be done before the budget is due this year. Given that information, this item will need to come back to the Public Works meeting in August.

b. Discussion and Possible Action regarding the installation of a four way stop at Walworth Avenue and Prince Street.

Marquardt stated Mr. Carl Peterson reached out to him about installing a four way stop sign at the intersection of Walworth Avenue and Prince Street. He mentioned there have been a number of accidents at the intersection and indicated vehicle speed on Walworth Avenue as a contributing factor.

Records from the Police Department show 11 accidents over the past 10 years. Included was a spreadsheet showing information from the police reports. Also included is an excerpt from the Manual on Uniform Traffic Control Devices pertaining to stop sign applications.

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

Allen made a motion to take no action on this item and seconded by Gerber. It was noted that the sign at this intersection already has the "Cross Traffic Does Not Stop" sign on it.

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

c. Discussion and Possible Action regarding special assessments for the Northside Water Main Extension.

Marquardt stated Johns Disposal made a request for the water main to be extended to their property. The request is based on an order from the DNR due to arsenic contamination and the need for fire protection. When a water main is extended, property owners typically pay for the extension through a special assessment. The project consists of approximately 2,050 feet of 12-inch water main. Assessments are based on an 8" main. To serve Johns Disposal, the water main needs to be installed

across WE Energies property. After discussions with City Attorney (at the time) Wally McDonell, they didn't believe it is "fair" to assess WE Energies. They paid 100% for the prior extension to their facility. Also, they didn't believe it was "fair" to assess Johns Disposal or the Wastewater Facility for the extension across WE Energies property. Therefore, the Water Utility would pay for that portion of the extension. Johns Disposal and the Wastewater Facility will each pay 50% of the remaining costs, based on an 8-inch water main; however, we are installing a 12-inch main.

The estimated breakdown is as follows:

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

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

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

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

Marquardt stated he would reach out to Johns to see if they would agree to obtain waivers for the special assessment hearing. The Wastewater Utility would also have to sign the waiver for the special assessment hearing. There would be no need for a public hearing. Additionally, Marquardt is recommending that payments be allowed in equal installments over five years with no interest for Johns and the Wastewater Utility.

Allen made a motion for the approval regarding the special assessments for the Northside Water Main Extension and seconded by Gerber.

Marquardt stated the next step will be to have Johns sign the waiver and then it will come back to Council with a resolution that authorizes the City to do the special assessment and the five-year payment plan.

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

d. Discussion and Possible Action regarding water main easement across WE Energies Property at 111 County Road U, Parcel 292-0515-3321-000.

Marquardt stated Johns Disposal has made a request for the water main to be extended to their property. In order to serve their property, the water main must be extended across WE Energies owned property lying to the west of Johns Disposal. The permanent and temporary easements were viewed for approval. WE Energies asked the permanent easement be recorded and the temporary easement, as a separate document, not be recorded.

Allen moved to approve the water main easement across WE Energies property at 111 County Road U, Parcel 292-0515-3321-000 and seconded by Stone. Stone asked if the City had to pay for this and Marquardt stated there is no cost associated with this item.

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

e. Discussion and Possible Action regarding installing speed bumps on Ann Street.

Allen stated no action will be taken on this item.

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



Council Agenda Item

Meeting Date: June 18, 2024

Agenda Item: Compliance Maintenance Annual Report

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

BACKGROUND

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

In compliance with the WI Department of Natural Resources (WDNR), the 2023 Compliance Maintenance Annual Report (CMAR) is included for your review. The CMAR is designed as an assessment tool to communicate the Wastewater Utilities operational success and possible shortcomings or deficiencies to City administration and elected officials. Ratings should help direct time, effort and dollars into the Utility.

For 2023, the Utility recorded an “A” in each rating section.

Please notice the “Phosphorus” section to see how well the treatment process has been running. This consistent treatment quality has allowed us the flexibility, with regulators, to utilize the MDV (Multi-Discharger Variance) option for phosphorus compliance. Had the effluent phosphorus concentrations been worse, this compliance alternative may not have been feasible. The result is a very economical compliance strategy for the City of Whitewater.

Another item noted, based on our experience, is most biosolid land applicators are no longer interested in taking on new customers. It appears, based on their service capabilities and time restrictions, that they are performing as much work as possible. We do have a contract in place through 2026. However, it may become challenging to obtain multiple bids for a future term.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

The Public Works Committee recommended approval of the Resolution at their June 11, 2024 meeting.

FINANCIAL IMPACT

(If none, state N/A)

N/A

STAFF RECOMMENDATION

Staff recommends a motion to approve the Resolution acknowledging the 2023 Wastewater Utility Compliance Maintenance Annual Report.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. 2023 eCMAR
2. 2023 WDNR Resolution

Compliance Maintenance Annual Report

Whitewater Wastewater Treatment Facility

Last Updated: Reporting For:
5/28/2024 **2023**

Influent Flow and Loading

1. Monthly Average Flows and BOD Loadings

1.1 Verify the following monthly flows and BOD loadings to your facility.

Influent No. 701	Influent Monthly Average Flow, MGD	x	Influent Monthly Average BOD Concentration mg/L	x	8.34	=	Influent Monthly Average BOD Loading, lbs/day
January	1.3456	x	235	x	8.34	=	2,641
February	1.7016	x	241	x	8.34	=	3,421
March	2.1670	x	185	x	8.34	=	3,349
April	2.1765	x	200	x	8.34	=	3,629
May	1.5020	x	215	x	8.34	=	2,687
June	1.1909	x	222	x	8.34	=	2,202
July	1.1112	x	234	x	8.34	=	2,171
August	1.1702	x	258	x	8.34	=	2,521
September	1.2747	x	294	x	8.34	=	3,127
October	1.4064	x	253	x	8.34	=	2,962
November	1.3539	x	248	x	8.34	=	2,795
December	1.2400	x	239	x	8.34	=	2,473

2. Maximum Monthly Design Flow and Design BOD Loading

2.1 Verify the design flow and loading for your facility.

Design	Design Factor	x	%	=	% of Design
Max Month Design Flow, MGD	3.8	x	90	=	3.42
		x	100	=	3.8
Design BOD, lbs/day	4015	x	90	=	3613.5
		x	100	=	4015

2.2 Verify the number of times the flow and BOD exceeded 90% or 100% of design, points earned, and score:

	Months of Influent	Number of times flow was greater than 90% of	Number of times flow was greater than 100% of	Number of times BOD was greater than 90% of design	Number of times BOD was greater than 100% of design
January	1	0	0	0	0
February	1	0	0	0	0
March	1	0	0	0	0
April	1	0	0	1	0
May	1	0	0	0	0
June	1	0	0	0	0
July	1	0	0	0	0
August	1	0	0	0	0
September	1	0	0	0	0
October	1	0	0	0	0
November	1	0	0	0	0
December	1	0	0	0	0
Points per each		2	1	3	2
Exceedances		0	0	1	0
Points		0	0	3	0
Total Number of Points					3

3

Compliance Maintenance Annual Report

Whitewater Wastewater Treatment Facil

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<p>3. Flow Meter</p> <p>3.1 Was the influent flow meter calibrated in the last year?</p> <ul style="list-style-type: none"><input checked="" type="radio"/> Yes Enter last calibration date (MM/DD/YYYY) <input type="text" value="2023-08-10"/><input type="radio"/> No <p>If No, please explain: <input type="text"/></p>									
<p>4. Sewer Use Ordinance</p> <p>4.1 Did your community have a sewer use ordinance that limited or prohibited the discharge of excessive conventional pollutants ((C)BOD, SS, or pH) or toxic substances to the sewer from industries, commercial users, hauled waste, or residences?</p> <ul style="list-style-type: none"><input checked="" type="radio"/> Yes<input type="radio"/> No <p>If No, please explain: <input type="text"/></p> <p>4.2 Was it necessary to enforce the ordinance?</p> <ul style="list-style-type: none"><input type="radio"/> Yes<input checked="" type="radio"/> No <p>If Yes, please explain: <input type="text"/></p>									
<p>5. Septage Receiving</p> <p>5.1 Did you have requests to receive septage at your facility?</p> <table><tr><td>Septic Tanks</td><td>Holding Tanks</td><td>Grease Traps</td></tr><tr><td><input checked="" type="radio"/> Yes</td><td><input checked="" type="radio"/> Yes</td><td><input checked="" type="radio"/> Yes</td></tr><tr><td><input type="radio"/> No</td><td><input type="radio"/> No</td><td><input type="radio"/> No</td></tr></table> <p>5.2 Did you receive septage at your facility? If yes, indicate volume in gallons.</p> <p>Septic Tanks</p> <ul style="list-style-type: none"><input checked="" type="radio"/> Yes <input type="text" value="1,662,685"/> gallons<input type="radio"/> No <p>Holding Tanks</p> <ul style="list-style-type: none"><input checked="" type="radio"/> Yes <input type="text" value="2,491,050"/> gallons<input type="radio"/> No <p>Grease Traps</p> <ul style="list-style-type: none"><input type="radio"/> Yes <input type="text" value="0"/> gallons<input checked="" type="radio"/> No <p>5.2.1 If yes to any of the above, please explain if plant performance is affected when receiving any of these wastes. <input type="text" value="We did not have any adverse impacts in 2023 due to outside waste customers."/></p>	Septic Tanks	Holding Tanks	Grease Traps	<input checked="" type="radio"/> Yes	<input checked="" type="radio"/> Yes	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> No	<input type="radio"/> No
Septic Tanks	Holding Tanks	Grease Traps							
<input checked="" type="radio"/> Yes	<input checked="" type="radio"/> Yes	<input checked="" type="radio"/> Yes							
<input type="radio"/> No	<input type="radio"/> No	<input type="radio"/> No							
<p>6. Pretreatment</p> <p>6.1 Did your facility experience operational problems, permit violations, biosolids quality concerns, or hazardous situations in the sewer system or treatment plant that were attributable to commercial or industrial discharges in the last year?</p> <ul style="list-style-type: none"><input type="radio"/> Yes<input checked="" type="radio"/> No <p>If yes, describe the situation and your community's response. <input type="text"/></p> <p>6.2 Did your facility accept hauled industrial wastes, landfill leachate, etc.?</p>									

Compliance Maintenance Annual Report

Whitewater Wastewater Treatment Facil

Last Updated: Reporting For:
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Yes
 No
 If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the facility from the discharge of hauled industrial wastes.

The facility accepted 390,000 gallons of leachate in 2023. Additionally 3,100 gallons of pit water were accepted. The facility didn't have any operational concerns as a result of these industrial wastes. Due to staffing challenges these side streams were not monitored as closely as we would like, which will be a goal in 2024.

Total Points Generated	3
Score (100 - Total Points Generated)	97
Section Grade	A

Compliance Maintenance Annual Report

Whitewater Wastewater Treatment Facil

Last Updated: Reporting For:
5/28/2024 2023

Effluent Quality and Plant Performance (BOD/CBOD)

1. Effluent (C)BOD Results
1.1 Verify the following monthly average effluent values, exceedances, and points for BOD or CBOD

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit > 10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	20	18	0	1	0	0
February	20	18	1	1	0	0
March	20	18	2	1	0	0
April	20	18	3	1	0	0
May	10	10	2	1	0	0
June	10	10	1	1	0	0
July	10	10	2	1	0	0
August	10	10	0	1	0	0
September	10	10	0	1	0	0
October	10	10	0	1	0	0
November	20	18	0	1	0	0
December	20	18	1	1	0	0

* Equals limit if limit is <= 10

Months of discharge/yr	12		
Points per each exceedance with 12 months of discharge		7	3
Exceedances		0	0
Points		0	0
Total number of points			0

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is 12/6 = 2.0

1.2 If any violations occurred, what action was taken to regain compliance?

2. Flow Meter Calibration

2.1 Was the effluent flow meter calibrated in the last year?

Yes Enter last calibration date (MM/DD/YYYY)

No

If No, please explain:

3. Treatment Problems

3.1 What problems, if any, were experienced over the last year that threatened treatment?

No problems were great enough to impact treatment. However, we did experience high flows in the spring which can heavily impact our treatment process. In general this most directly affects our Bio P treatment process. We can compensate the lack of biological performance with chemical usage. However, this component will need to be strongly considered in long term phosphorus compliance for the facility. It should be noted, recent historical effluent Total Phosphorus numbers are a result of overall "dry" annual conditions. Consequently, effluent Total Phosphorus expectations going forward should be reflective of that consideration.

Compliance Maintenance Annual Report

Whitewater Wastewater Treatment Facil

Last Updated: Reporting For:
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4. Other Monitoring and Limits

4.1 At any time in the past year was there an exceedance of a permit limit for any other pollutants such as chlorides, pH, residual chlorine, fecal coliform, or metals?

- Yes
- No

If Yes, please explain:

4.2 At any time in the past year was there a failure of an effluent acute or chronic whole effluent toxicity (WET) test?

- Yes
- No

If Yes, please explain:

4.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity?

- Yes
- No
- N/A

Please explain unless not applicable:

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Whitewater Wastewater Treatment Facil

Last Updated: Reporting For:
5/28/2024 2023

Effluent Quality and Plant Performance (Total Suspended Solids)

1. Effluent Total Suspended Solids Results						
1.1 Verify the following monthly average effluent values, exceedances, and points for TSS:						
Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit >10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	20	18	0	1	0	0
February	20	18	0	1	0	0
March	20	18	1	1	0	0
April	20	18	1	1	0	0
May	10	10	1	1	0	0
June	10	10	3	1	0	0
July	10	10	1	1	0	0
August	10	10	1	1	0	0
September	10	10	0	1	0	0
October	10	10	0	1	0	0
November	20	18	0	1	0	0
December	20	18	0	1	0	0
* Equals limit if limit is <= 10						
Months of Discharge/yr				12		
Points per each exceedance with 12 months of discharge:					7	3
Exceedances					0	0
Points					0	0
Total Number of Points						0
NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is 12/6 = 2.0						
1.2 If any violations occurred, what action was taken to regain compliance?						

0

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Whitewater Wastewater Treatment Facility

Last Updated: Reporting For:
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Effluent Quality and Plant Performance (Ammonia - NH3)

Outfall No. 001	Monthly Average NH3 Limit (mg/L)	Weekly Average NH3 Limit (mg/L)	Effluent Monthly Average NH3 (mg/L)	Monthly Permit Limit Exceedance	Effluent Weekly Average for Week 1	Effluent Weekly Average for Week 2	Effluent Weekly Average for Week 3	Effluent Weekly Average for Week 4	Weekly Permit Limit Exceedance
January	4.4	10.5	0	0	0	0	0	0	0
February	4.4	10.6	.015	0	.035	.011	0	.015	0
March	4.8	11.3	0	0	0	0	0	0	0
April	4.3	9.8	.012	0	0	.049	0	0	0
May	4	9.2	.033	0	0	.082	0	.051	0
June	3.2	6.3	.038	0	.072	0	.03	.049	0
July	3	6.3	.073	0	0	.02	0	.274	0
August	3	6.3	.063	0	.061	.08	.086	.026	0
September	3	6.3	.043	0	.03	.071	.033	.038	0
October	4.1	9.6	.031	0	.062	0	.03	.033	0
November	4.5	10.7	.017	0	0	.029	.026	.014	0
December	4.4	10.6	.026	0	0	.039	.063	0	0
Points per each exceedance of Monthly average:									10
Exceedances, Monthly:									0
Points:									0
Points per each exceedance of weekly average (when there is no monthly average):									2.5
Exceedances, Weekly:									0
Points:									0
Total Number of Points									0

NOTE: Limit exceedances are considered for monthly OR weekly averages but not both. When a monthly average limit exists it will be used to determine exceedances and generate points. This will be true even if a weekly limit also exists. When a weekly average limit exists and a monthly limit does not exist, the weekly limit will be used to determine exceedances and generate points.

1.2 If any violations occurred, what action was taken to regain compliance?

0

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Whitewater Wastewater Treatment Facil

Last Updated: Reporting For:
5/28/2024 **2023**

Effluent Quality and Plant Performance (Phosphorus)

1. Effluent Phosphorus Results				
1.1 Verify the following monthly average effluent values, exceedances, and points for Phosphorus				
Outfall No. 001	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
January	1	0.124	1	0
February	.4	0.104	1	0
March	.4	0.262	1	0
April	.4	0.207	1	0
May	.4	0.097	1	0
June	.4	0.263	1	0
July	.4	0.151	1	0
August	.4	0.116	1	0
September	.4	0.100	1	0
October	.4	0.083	1	0
November	.4	0.087	1	0
December	.4	0.124	1	0
Months of Discharge/yr			12	
Points per each exceedance with 12 months of discharge:				10
Exceedances				0
Total Number of Points				0
NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$				
1.2 If any violations occurred, what action was taken to regain compliance?				
N/A				

0

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Whitewater Wastewater Treatment Facil

Last Updated: Reporting For:
5/28/2024 2023

Biosolids Quality and Management

1. Biosolids Use/Disposal

1.1 How did you use or dispose of your biosolids? (Check all that apply)

Land applied under your permit

Publicly Distributed Exceptional Quality Biosolids

Hauled to another permitted facility

Landfilled

Incinerated

Other

NOTE: If you did not remove biosolids from your system, please describe your system type such as lagoons, reed beds, recirculating sand filters, etc.

1.1.1 If you checked Other, please describe:

2. Land Application Site

2.1 Last Year's Approved and Active Land Application Sites

2.1.1 How many acres did you have?
3381 acres

2.1.2 How many acres did you use?
90 acres

2.2 If you did not have enough acres for your land application needs, what action was taken?

2.3 Did you overapply nitrogen on any of your approved land application sites you used last year? **0**

Yes (30 points)

No

2.4 Have all the sites you used last year for land application been soil tested in the previous 4 years?

Yes

No (10 points)

N/A

3. Biosolids Metals

Number of biosolids outfalls in your WPDES permit:

3.1 For each outfall tested, verify the biosolids metal quality values for your facility during the last calendar year.

Outfall No. 002 - Liquid Sludge

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75		22												0	0
Cadmium		39	85		1.4												0	0
Copper		1500	4300		640												0	0
Lead		300	840		19												0	0
Mercury		17	57		<.81												0	0
Molybdenum	60		75		16											0		0
Nickel	336		420		22											0		0
Selenium	80		100		17											0		0
Zinc		2800	7500		1200												0	0

3.1.1 Number of times any of the metals exceeded the high quality limits OR 80% of the limit for molybdenum, nickel, or selenium = 0

Exceedence Points

0 (0 Points)

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1-2 (10 Points)
 > 2 (15 Points)
 3.1.2 If you exceeded the high quality limits, did you cumulatively track the metals loading at each land application site? (check applicable box)
 Yes
 No (10 points)
 N/A - Did not exceed limits or no HQ limit applies (0 points)
 N/A - Did not land apply biosolids until limit was met (0 points)
 3.1.3 Number of times any of the metals exceeded the ceiling limits = 0
 Exceedence Points
 0 (0 Points)
 1 (10 Points)
 > 1 (15 Points)
 3.1.4 Were biosolids land applied which exceeded the ceiling limit?
 Yes (20 Points)
 No (0 Points)
 3.1.5 If any metal limit (high quality or ceiling) was exceeded at any time, what action was taken? Has the source of the metals been identified?

0

4. Pathogen Control (per outfall):

4.1 Verify the following information. If any information is incorrect, use the Report Issue button under the Options header in the left-side menu.

Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	02/01/2023 - 12/31/2023
Density:	16,960
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Anaerobic Digestion
Process Description:	membrane filtration technique used to test for Fecal Coliform. 7 discrete samples were grabbed from the storage tank mixer while actively mixing during the above sample dates. Each sample was analyzed for % solids to get results.

4.2 If exceeded Class B limit or did not meet the process criteria at the time of land application.

4.2.1 Was the limit exceeded or the process criteria not met at the time of land application?

Yes (40 Points)

No

If yes, what action was taken?

0

5. Vector Attraction Reduction (per outfall):

5.1 Verify the following information. If any of the information is incorrect, use the Report Issue button under the Options header in the left-side menu.

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Outfall Number:	002	0
Method Date:	12/31/2023	
Option Used To Satisfy Requirement:	Injection when land apply	
Requirement Met:	Yes	
Land Applied:	Yes	
Limit (if applicable):		
Results (if applicable):		
<p>5.2 Was the limit exceeded or the process criteria not met at the time of land application?</p> <p><input type="radio"/> Yes (40 Points)</p> <p><input checked="" type="radio"/> No</p> <p>If yes, what action was taken?</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
<p>6. Biosolids Storage</p> <p>6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site?</p> <p><input checked="" type="radio"/> >= 180 days (0 Points)</p> <p><input type="radio"/> 150 - 179 days (10 Points)</p> <p><input type="radio"/> 120 - 149 days (20 Points)</p> <p><input type="radio"/> 90 - 119 days (30 Points)</p> <p><input type="radio"/> < 90 days (40 Points)</p> <p><input type="radio"/> N/A (0 Points)</p> <p>6.2 If you checked N/A above, explain why.</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
<p>7. Issues</p> <p>7.1 Describe any outstanding biosolids issues with treatment, use or overall management:</p> <div style="border: 1px solid black; padding: 5px;"> <p>Application windows continue to become smaller, especially in the spring of the year. Other challenges regarding truck driver availability for contractors was an issue. It seems more contractors are going away from liquid biosolids contracts, so future planning should be considerate of that.</p> </div>		

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Whitewater Wastewater Treatment Facility

Last Updated: Reporting For:
5/28/2024 2023

Staffing and Preventative Maintenance (All Treatment Plants)

<p>1. Plant Staffing</p> <p>1.1 Was your wastewater treatment plant adequately staffed last year?</p> <ul style="list-style-type: none"> <input type="radio"/> Yes <input checked="" type="radio"/> No <p>If No, please explain:</p> <div style="border: 1px solid black; padding: 5px;"> <p>The Utility was down one staff member starting in June and two staff members in the middle of June. A new staff member was added in the fall, so the facility remains down one staff member. Despite these continued staffing challenges the facility maintained permit compliance.</p> </div> <p>Could use more help/staff for:</p> <div style="border: 1px solid black; padding: 5px;"> <p>The Utility will continue to work on training new staff members. Some of which have had no previous WWTP operation experience, so training timelines are reflective of that. Once the utility is in a position to take on new personnel, the remaining position will look to be filled.</p> </div> <p>1.2 Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping?</p> <ul style="list-style-type: none"> <input checked="" type="radio"/> Yes <input type="radio"/> No <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px;"></div>	
<p>2. Preventative Maintenance</p> <p>2.1 Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items?</p> <ul style="list-style-type: none"> <input checked="" type="radio"/> Yes (Continue with question 2) <input type="checkbox"/> <input type="radio"/> No (40 points) <input type="checkbox"/> <p>If No, please explain, then go to question 3:</p> <div style="border: 1px solid black; height: 20px;"></div> <p>2.2 Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment?</p> <ul style="list-style-type: none"> <input checked="" type="radio"/> Yes <input type="radio"/> No (10 points) <p>2.3 Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly?</p> <ul style="list-style-type: none"> <input checked="" type="radio"/> Yes <ul style="list-style-type: none"> <input type="radio"/> Paper file system <input checked="" type="radio"/> Computer system <input type="radio"/> Both paper and computer system <input type="radio"/> No (10 points) 	0
<p>3. O&M Manual</p> <p>3.1 Does your plant have a detailed O&M and Manufacturer Equipment Manuals that can be used as a reference when needed?</p> <ul style="list-style-type: none"> <input type="radio"/> Yes <input checked="" type="radio"/> No 	
<p>4. Overall Maintenance /Repairs</p> <p>4.1 Rate the overall maintenance of your wastewater plant.</p> <ul style="list-style-type: none"> <input type="radio"/> Excellent <input checked="" type="radio"/> Very good <input type="radio"/> Good <input type="radio"/> Fair 	

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Poor

Describe your rating:

There is always room for improvement. However, the Utility strives to take a proactive approach rather than reactive when it comes to equipment maintenance. Record keeping and detailed documentation continue to be focal points which can be extremally helpful drivers in equipment maintenance. 2024 will be a challenging year in terms of staff training and role transitions as staffing structure has changed.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Operator Certification and Education

1. Operator-In-Charge
 1.1 Did you have a designated operator-in-charge during the report year?
 Yes (0 points)
 No (20 points)
 Name:
 Certification No:

0

2. Certification Requirements
 2.1 In accordance with Chapter NR 114.56 and 114.57, Wisconsin Administrative Code, what level and subclass(es) were required for the operator-in-charge (OIC) to operate the wastewater treatment plant and what level and subclass(es) were held by the operator-in-charge?

Sub Class	SubClass Description	WWTP	OIC		
		Advanced	OIT	Basic	Advanced
A1	Suspended Growth Processes	X			X
A2	Attached Growth Processes				
A3	Recirculating Media Filters				
A4	Ponds, Lagoons and Natural		X		
A5	Anaerobic Treatment Of Liquid		X		
B	Solids Separation	X			X
C	Biological Solids/Sludges	X			X
P	Total Phosphorus	X			X
N	Total Nitrogen		X		
D	Disinfection	X			X
L	Laboratory	X			X
U	Unique Treatment Systems				
SS	Sanitary Sewage Collection	X	NA	X	NA

2.2 Was the operator-in-charge certified at the appropriate level and subclass(es) to operate this plant? (Note: Certification in subclass SS is required 5 years after permit reissuance.)
 Yes (0 points)
 No (20 points)
 2.3 For wastewater treatment facilities with a registered or certified laboratory, is at least one operator that works in the laboratory certified at the basic level in the laboratory (L) subclass?
 Yes
 No
 N/A - Wastewater treatment facility does not have a registered or certified laboratory
 2.4 For wastewater treatment facilities that own and operate a sanitary sewage collection system, has at least one operator been designated the OIC for sanitary sewage collection system and certified at the basic level in the sanitary sewage collection system (SS) subclass?
 Yes
 No
 N/A - Owner of the Wastewater treatment facility does not own and operate a sanitary sewage collection system

0

3. Succession Planning
 3.1 In the event of the loss of your designated operator-in-charge, did you have a contingency plan to ensure the continued proper operation and maintenance of the plant that includes one or more of the following options (check all that apply)?
 One or more additional certified operators on staff

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<input type="checkbox"/> An arrangement with another certified operator <input type="checkbox"/> An arrangement with another community with a certified operator <input type="checkbox"/> An operator on staff who has an operator-in-training certificate for your plant and is expected to be certified within one year <input type="checkbox"/> A consultant to serve as your certified operator <input type="checkbox"/> None of the above (20 points) If "None of the above" is selected, please explain: <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>	0
4. Continuing Education Credits 4.1 If you had a designated operator-in-charge, was the operator-in-charge earning Continuing Education Credits at the following rates? OIT and Basic Certification: <input type="radio"/> Averaging 6 or more CECs per year. <input type="radio"/> Averaging less than 6 CECs per year. Advanced Certification: <input checked="" type="radio"/> Averaging 8 or more CECs per year. <input type="radio"/> Averaging less than 8 CECs per year.	

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Financial Management

<p>1. Provider of Financial Information</p> <p>Name: <input style="width: 150px;" type="text" value="Karen Dieter"/></p> <p>Telephone: <input style="width: 150px;" type="text" value="262-473-1382"/> (XXX) XXX-XXXX</p> <p>E-Mail Address (optional): <input style="width: 300px;" type="text" value="kdieter@whitewater-wi.gov"/></p>																
<p>2. Treatment Works Operating Revenues</p> <p>2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?</p> <p>● Yes (0 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ No (40 points)</p> <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised? Year: <input style="width: 80px;" type="text" value="2023"/></p> <p>● 0-2 years ago (0 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ 3 or more years ago (20 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ N/A (private facility)</p> <p>2.3 Did you have a special account (e.g., CWFPP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?</p> <p>● Yes (0 points)</p> <p>○ No (40 points)</p>	0															
<p>REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]</p>																
<p>3. Equipment Replacement Funds</p> <p>3.1 When was the Equipment Replacement Fund last reviewed and/or revised? Year: <input style="width: 80px;" type="text" value="2023"/></p> <p>● 1-2 years ago (0 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ 3 or more years ago (20 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ N/A</p> <p>If N/A, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>																
<p>3.2 Equipment Replacement Fund Activity</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">3.2.1 Ending Balance Reported on Last Year's CMAR</td> <td style="width: 5%; text-align: right;">\$</td> <td style="width: 35%; text-align: right;"><input style="width: 100%;" type="text" value="2,225,412.00"/></td> </tr> <tr> <td>3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 100%;" type="text" value="0.00"/></td> </tr> <tr> <td>3.2.3 Adjusted January 1st Beginning Balance</td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 100%;" type="text" value="2,225,412.00"/></td> </tr> <tr> <td>3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 100%;" type="text" value="52,125.00"/></td> </tr> <tr> <td></td> <td style="text-align: right;">+</td> <td></td> </tr> </table>	3.2.1 Ending Balance Reported on Last Year's CMAR	\$	<input style="width: 100%;" type="text" value="2,225,412.00"/>	3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	\$	<input style="width: 100%;" type="text" value="0.00"/>	3.2.3 Adjusted January 1st Beginning Balance	\$	<input style="width: 100%;" type="text" value="2,225,412.00"/>	3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	\$	<input style="width: 100%;" type="text" value="52,125.00"/>		+		
3.2.1 Ending Balance Reported on Last Year's CMAR	\$	<input style="width: 100%;" type="text" value="2,225,412.00"/>														
3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	\$	<input style="width: 100%;" type="text" value="0.00"/>														
3.2.3 Adjusted January 1st Beginning Balance	\$	<input style="width: 100%;" type="text" value="2,225,412.00"/>														
3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	\$	<input style="width: 100%;" type="text" value="52,125.00"/>														
	+															

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3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)

\$ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 2,277,537.00

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

ERF not used in 2023.

3.3 What amount should be in your Replacement Fund? \$ 1,781,301.67

0

Please note: If you had a CWFPP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

- Yes
- No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

- Yes - If Yes, please provide major project information, if not already listed below.
- No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Vanderlip Lift Station, commissioned in 1961, is being planned for replacement. Along with this, flow from an adjacent lift station service area (Fraternity) will be directed to this station. A new force main and numerous laterals replacements round out the road construction portion of this project. Some water main work will also be tackled as part of the larger scope.	\$4,700,000	2024

5. Financial Management General Comments

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations:

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	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	5,484	6
February	6,332	17
March	6,712	16
April	6,707	16
May	4,689	16
June	3,648	16
July	3,756	35
August	3,706	16
September	3,541	21
October	4,181	18
November	5,355	21
December	5,308	12
Total	59,419	210
Average	4,952	18

6.1.2 Comments:

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- Comminution or Screening
- Extended Shaft Pumps
- Flow Metering and Recording
- Pneumatic Pumping
- SCADA System
- Self-Priming Pumps
- Submersible Pumps
- Variable Speed Drives
- Other:

6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

- No
- Yes

Year:

By Whom:

Describe and Comment:

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6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

In 2024 construction will begin replace two older lift stations with one newly constructed one. The new pumping station will utilize VFD's and will have a flowmeter.

7. Treatment Facility

7.1 Energy Usage

7.1.1 Enter the monthly energy usage from the different energy sources:

TREATMENT PLANT: Total Power Consumed/Month

	Electricity Consumed (kWh)	Total Influent Flow (MG)	Electricity Consumed/Flow (kWh/MG)	Total Influent BOD (1000 lbs)	Electricity Consumed/Total Influent BOD (kWh/1000lbs)	Natural Gas Consumed (therms)
January	122,819	41.71	2,945	81.87	1,500	8,416
February	110,493	47.64	2,319	95.79	1,153	7,547
March	144,540	67.18	2,152	103.82	1,392	7,000
April	131,596	65.30	2,015	108.87	1,209	5,002
May	125,475	46.56	2,695	83.30	1,506	2,138
June	106,811	35.73	2,989	66.06	1,617	1,259
July	115,091	34.45	3,341	67.30	1,710	1,129
August	107,534	36.28	2,964	78.15	1,376	1,002
September	103,593	38.24	2,709	93.81	1,104	1,125
October	109,131	43.60	2,503	91.82	1,189	2,714
November	142,055	40.62	3,497	83.85	1,694	6,647
December	126,751	38.44	3,297	76.66	1,653	8,235
Total	1,445,889	535.75		1,031.30		52,214
Average	120,491	44.65	2,786	85.94	1,425	4,351

7.1.2 Comments:

7.2 Energy Related Processes and Equipment

7.2.1 Indicate equipment and practices utilized at your treatment facility (Check all that apply):

- Aerobic Digestion
- Anaerobic Digestion
- Biological Phosphorus Removal
- Coarse Bubble Diffusers
- Dissolved O2 Monitoring and Aeration Control
- Effluent Pumping
- Fine Bubble Diffusers
- Influent Pumping
- Mechanical Sludge Processing
- Nitrification
- SCADA System
- UV Disinfection
- Variable Speed Drives

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Other:

7.2.2 Comments:

7.3 Future Energy Related Equipment

7.3.1 What energy efficient equipment or practices do you have planned for the future for your treatment facility?

We have been working on transitioning all building lighting to LED light bulbs.

8. Biogas Generation

8.1 Do you generate/produce biogas at your facility?

No

Yes

If Yes, how is the biogas used (Check all that apply):

Flared Off

Building Heat

Process Heat

Generate Electricity

Other:

9. Energy Efficiency Study

9.1 Has an Energy Study been performed for your treatment facility?

No

Yes

Entire facility

Year:

By Whom:

Describe and Comment:

Part of the facility

Year:

2003

By Whom:

WI Focus on Energy

Describe and Comment:

Anaerobic Digester Methane to Energy - A Statewide Assessment

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Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

Yes

No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

Yes

No (30 points)

N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

Implement and Maintain the newly created GIS system, Reduce I&I, and address areas of structural concern. Additionally, we established more prescribed methods/maps to maintenance activities in an effort to improve efficiencies.

Did you accomplish them?

Yes

No

If No, explain:

The above noted goals are ongoing. Most of the goals will never truly be completed and will take continual efforts as apart of sound collection system maintenance.

Organization [NR 210.23 (4) (b)]

Does this chapter of your CMOM include:

Organizational structure and positions (eg. organizational chart and position descriptions)

Internal and external lines of communication responsibilities

Person(s) responsible for reporting overflow events to the department and the public

Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

Sewer Use Ordinance

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2019-04-04

Does your sewer use ordinance or other legally binding document address the following:

Private property inflow and infiltration

New sewer and building sewer design, construction, installation, testing and inspection

Rehabilitated sewer and lift station installation, testing and inspection

Sewage flows satellite system and large private users are monitored and controlled, as necessary

Fat, oil and grease control

Enforcement procedures for sewer use non-compliance

Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

Equipment and replacement part inventories

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Up-to-date sewer system map
 A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
 A description of routine operation and maintenance activities (see question 2 below)
 Capacity assessment program
 Basement back assessment and correction
 Regular O&M training
 Design and Performance Provisions [NR 210.23 (4) (e)]
 What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?
 State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
 Construction, Inspection, and Testing
 Others:

Overflow Emergency Response Plan [NR 210.23 (4) (f)] 0
 Does your emergency response capability include:
 Responsible personnel communication procedures
 Response order, timing and clean-up
 Public notification protocols
 Training
 Emergency operation protocols and implementation procedures
 Annual Self-Auditing of your CMOM Program [NR 210.23 (5)]
 Special Studies Last Year (check only those that apply):
 Infiltration/Inflow (I/I) Analysis
 Sewer System Evaluation Survey (SSES)
 Sewer Evaluation and Capacity Management Plan (SECAP)
 Lift Station Evaluation Report
 Others:

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	33	% of system/year
Root removal	1	% of system/year
Flow monitoring	0	% of system/year
Smoke testing	0	% of system/year
Sewer line televising	0	% of system/year
Manhole inspections	34	% of system/year
Lift station O&M	60	# per L.S./year
Manhole rehabilitation	0	% of manholes rehabbed
Mainline rehabilitation	1	% of sewer lines rehabbed
Private sewer inspections		

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Private sewer I/I removal	<input type="text" value="0"/>	% of system/year
River or water crossings	<input type="text" value="0"/>	% of private services
	<input type="text" value="0"/>	% of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

<input type="text" value="31.68"/>	Total actual amount of precipitation last year in inches
<input type="text" value="34.48"/>	Annual average precipitation (for your location)
<input type="text" value="52"/>	Miles of sanitary sewer
<input type="text" value="7"/>	Number of lift stations
<input type="text" value="0"/>	Number of lift station failures
<input type="text" value="0"/>	Number of sewer pipe failures
<input type="text" value="5"/>	Number of basement backup occurrences
<input type="text" value="20"/>	Number of complaints
<input type="text" value="1.47"/>	Average daily flow in MGD (if available)
<input type="text" value="1.791"/>	Peak monthly flow in MGD (if available)
<input type="text"/>	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

<input type="text" value="0.00"/>	Lift station failures (failures/year)
<input type="text" value="0.00"/>	Sewer pipe failures (pipe failures/sewer mile/yr)
<input type="text" value="0.06"/>	Sanitary sewer overflows (number/sewer mile/yr)
<input type="text" value="0.10"/>	Basement backups (number/sewer mile)
<input type="text" value="0.38"/>	Complaints (number/sewer mile)
<input type="text" value="1.2"/>	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
<input type="text" value="0.0"/>	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **				
	Date	Location	Cause	Estimated Volume
0	4/1/2023 5:30:00 AM - 4/1/2023 11:00:00 AM	1260 W. Tower Hill Pass	Plugged Sewer	1,650
1	8/9/2023 8:20:00 AM - 8/9/2023 8:40:00 AM	1421 W. Main Street	Equipment Failure	300
2	10/29/2023 7:41:00 AM - 10/30/2023 7:33:00 AM	109 county Hwy U, Whitewater, WI 53190	Equipment Failure	25

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

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What actions were taken, or are underway, to reduce or eliminate SSO or TFO occurrences in the future?

The Utility continues to clean 1/3 of its collection system each year to minimize risk of sewer plugging. Additionally, the utility has developed televising zones for its sewer system to perform visual inspections.

In terms of equipment related issues, the Utility continues to work on proper training, and sound equipment maintenance practices to reduce the risk for TFO/SSO as much as possible.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

- Yes
- No

If Yes, please describe:

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

- Yes
- No

If Yes, please describe:

The Utility has been fortunate in that none of the I/I events were not significant enough to cause any hydraulic concerns. However, specifically in the end of Feb. due to snow melt/rain plant flows increased. This I/I event diluted influent strength and caused Bio P process to perform poorly.

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

Overall 2023 was similar to previous years in terms of I/I severity. However, despite being near annual averages for precipitation there were still periods in which I/I adversely impacted plant operation. As a result, I/I issues will continue to be targeted as a long term goal for the Utility.

5.4 What is being done to address infiltration/inflow in your collection system?

The City continues to inspect for illegally connected sump pumps. Additionally, manhole inspections are regularly performed. The "Sewer Replacement Fund" is also a fund that is used as a resource to minimize I/I issues in the form of pipe replacement, Cured In Place Pipe, manhole grouting, etc.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Grading Summary

WPDES No: 0020001

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent	A	4	3	12
BOD/CBOD	A	4	10	40
TSS	A	4	5	20
Ammonia	A	4	5	20
Phosphorus	A	4	3	12
Biosolids	A	4	5	20
Staffing/PM	A	4	1	4
OpCert	A	4	1	4
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			37	148
GRADE POINT AVERAGE (GPA) = 4.00				

Notes:

- A = Voluntary Range (Response Optional)
- B = Voluntary Range (Response Optional)
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)

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Resolution or Owner's Statement

Name of Governing Body or Owner:	<input type="text"/>
Date of Resolution or Action Taken:	<input type="text"/>
Resolution Number:	<input type="text"/>
Date of Submittal:	<input type="text"/>
ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):	
Influent Flow and Loadings: Grade = A	<input type="text"/>
Effluent Quality: BOD: Grade = A	<input type="text"/>
Effluent Quality: TSS: Grade = A	<input type="text"/>
Effluent Quality: Ammonia: Grade = A	<input type="text"/>
Effluent Quality: Phosphorus: Grade = A	<input type="text"/>
Biosolids Quality and Management: Grade = A	<input type="text"/>
Staffing: Grade = A	<input type="text"/>
Operator Certification: Grade = A	<input type="text"/>
Financial Management: Grade = A	<input type="text"/>
Collection Systems: Grade = A (Regardless of grade, response required for Collection Systems if SSOs were reported)	<input type="text"/>
ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS (Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00) G.P.A. = 4.00	
<input type="text"/>	

City of Whitewater
Wisconsin Department of Natural Resources
Compliance Maintenance Annual Report Resolution
2023

WHEREAS, it is a requirement under a Wisconsin Pollutant Discharge Elimination System (WPDES) permit issued by the Wisconsin Department of Natural Resources to file a Compliance Maintenance Annual Report (CMAR) for its wastewater facilities under Wisconsin Administrative Code NR 208;

WHEREAS, it is necessary to acknowledge that the governing body has reviewed the CMAR;

WHEREAS, it is necessary to provide recommendations or an action plan for all CMAR section grades of “C” or less and/or an overall grade point average <3.00;

BE IT RESOLVED, the City Council in the City of Whitewater informs the Department of Natural Resources that the 2023 CMAR was reviewed and this resolution was voted on as follows:

Adopted the 18th of June, 2024

Ayes:

Noes:

Absent:

John Weidl, City Manager

Heather Boehm, City Clerk



Council Agenda Item

Meeting Date: June 18, 2024

Agenda Item: Resolution to authorize Parks Director to apply for Inflation Reduction Act Forestry Grant through WI DNR.

Staff Contact (name, email, phone): Kevin Boehm, kboehm@whitewater-wi.gov, 262-473-0122

BACKGROUND

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

The Wisconsin Department of Natural Resources Urban Forestry has grant funds available to support projects for people that live within disadvantaged communities in Wisconsin. Portions of Whitewater qualify as having residents living in disadvantaged communities. Our project for the grant would be to conduct a tree inventory of street trees as well as purchase equipment to inventory trees on public property. This inventory will provide GIS location, identify species, size, health issues, etc.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

N/A

FINANCIAL IMPACT

(If none, state N/A)

N/A this is a non-matching grant we will be asking for \$38,000

STAFF RECOMMENDATION

Recommendation is to allow Parks Director authorization to submit application, sign any agreements, submit reports, and grant reimbursement requests and sign and submit any other required documentation.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Authorizing resolution for inflation reduction act forestry grant

**AUTHORIZING RESOLUTION FOR INFLATION REDUCTION
ACT (IRA)URBAN FORESTRYGRANT**

WHEREAS, the applicant, City of Whitewater, is interested in obtaining a grant from Wisconsin Department of Natural Resources for the purpose of funding urban and community forestry projects specified in Ch. NR 47, Wis. Adm. Code; specifically, the Urban Forestry Inflation Reduction Act Grant program.

WHEREAS, the Urban Forestry Inflation Reduction Act Grant program provides non-matching funds to support projects that positively impact trees and people within disadvantaged communities in Wisconsin; and

WHEREAS, the applicant attests to the validity and veracity of the statements and representations contained in the grant application; and

WHEREAS, the applicant requests a grant agreement to carry out the project;

NOW, THEREFORE, BE IT RESOLVED, the applicant, City of Whitewater, will comply with all local, state, and federal rules, regulations and ordinances relating to this project and the agreement.

BE IT FURTHER RESOLVED, the applicant will budget a sum sufficient to fully and satisfactorily complete the project and hereby authorizes and empowers the Parks, Recreation and Facilities Director, to act on its behalf to:

1. Sign and submit the grant application
2. Sign a grant agreement between applicant and the DNR
3. Submit interim and/or final reports to the DNR to satisfy the grant agreement
4. Submit grant reimbursement request to the DNR
5. Sign and submit other required documentation

Adopted this _____ day of _____, 20_____.

I hereby certify that the foregoing resolution was duly adopted by City of Whitewater, City Council at a legal meeting on the _____ day of _____, 20_____.



Council Agenda Item

Meeting Date:	June 18, 2024
Agenda Item:	Pearson Court Stop Sign
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 all three residents living on Pearson Court asking if the stop sign could be replaced with a yield sign.

Pearson Court empties onto Pearson Lane. Pearson Lane is a dead-end street that serves the Taco Bell and Whitewater Cinema properties to the north of where Pearson Court intersects. The only vehicles going further south past the entrance to Taco Bell/Whitewater Cinema are going to Pearson Court.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

The Public Works Committee recommended approval of removing the stop sign and replacing it with a yield sign at their June 11, 2024 meeting.

FINANCIAL IMPACT

(If none, state N/A)

There is minimal cost to replace the stop sign with a yield sign. The work will be completed by City staff.

STAFF RECOMMENDATION

Staff recommends a motion to approve the ordinance amendment removing the stop sign on Pearson Court and replacing it with a yield sign.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Ordinance Amendment – Pearson Court

ORDINANCE No. _____
AN ORDINANCE AMENDING SUBSECTION 11.12.011 – STOP SIGNS, and
SUBSECTION 11.12.013 – YIELD SIGNS

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

SECTION 1. Whitewater Municipal Code Chapter 11.12 is amended by deleting from Section 11.12.011 the stop restriction set forth below:

PEARSON COURT	Eastbound at Pearson Lane
---------------	---------------------------

SECTION 2. Whitewater Municipal Code Chapter 11.12 is hereby amended by adding to Section 11.12.013, the yield restrictions set forth below:

PEARSON COURT	Eastbound at Pearson Lane
---------------	---------------------------

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

Seconded by Council Member _____.

AYES:
NOES:
ABSENT:
ADOPTED:

John Weidl, City Manager

Heather Boehm, City Clerk



Council Agenda Item

Meeting Date: 06/18/2024

Agenda Item: 2023 WI Act 73

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

BACKGROUND

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

2023 WI Act 73 has a provision allowing Class “B” establishments to close later than normal (between 4a-6a) on the days of the Republican National Convention (July 15-18, 2024). Municipalities are given an option to adopt an ordinance to opt out of that provision.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

N/A

FINANCIAL IMPACT

(If none, state N/A)

N/A

STAFF RECOMMENDATION

Recommend opting out of the provision that allows Class “B” establishments to have later closing time on RNC dates.

Recommended Motion: **Move to adopt ordinance as written, opting out of the provision of 2023 WI Act 73, which allows Class “B” establishments to alter closing hours during the 2024 Republican National Convention.**

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. 2023 WI Act 73 excerpt

State of Wisconsin



2023 Senate Bill 268

Date of enactment: **December 6, 2023**
Date of publication*: **December 7, 2023**

2023 WISCONSIN ACT 73

AN ACT *to repeal* 125.06 (13), 125.28 (2) (e), 125.29 (2) (b) 1. and 2., 125.29 (3) (g), 125.51 (3) (am), 125.51 (3m) (a), 125.52 (7) and 125.68 (4) (c) 3m.; *to renumber* 125.02 (16), 125.04 (8), 125.29 (2) (b) 3., 125.58 (2) and 565.02 (8) (e); *to renumber and amend* 125.02 (6), 125.045 (2), 125.045 (3), 125.09 (1), 125.29 (3) (h), 125.30 (3), 125.33 (9), 125.52 (1) (b) 1., 125.52 (1) (b) 2., 125.53 (1), 134.65 (1), 134.65 (1m) and 565.02 (8) (f); *to amend* 40.02 (48) (am) 19., 40.02 (48) (c), 71.78 (1), 71.78 (4) (b), 71.78 (5), 71.78 (6), 72.06, 73.031, 77.61 (5) (b) 2., 77.61 (5) (c), 77.61 (5) (d), 78.80 (3), 125.02 (12), 125.02 (13), 125.02 (14m), 125.02 (23), 125.025 (3), 125.03 (title), 125.03 (1) (a), 125.03 (1) (b), 125.03 (2), 125.04 (3) (a) (intro.), 125.04 (3) (a) 1., 125.04 (3) (b), 125.04 (3) (bm) (intro.), 125.04 (3) (c), 125.04 (3) (d) 1., 125.04 (3) (d) 2., 125.04 (3) (e) 2., 125.04 (3) (h), 125.04 (3) (j), 125.04 (4), 125.04 (5) (a) 5., 125.04 (5) (d) 1., 125.04 (5) (d) 2., 125.04 (5) (d) 3. a., 125.04 (6) (g), 125.04 (8) (title), 125.04 (8) (b), 125.04 (12) (a), 125.045 (title), 125.045 (1), 125.045 (2) (a), 125.06 (1), 125.06 (3g), 125.06 (11m), 125.07 (1) (b) 4., 125.07 (3) (a) 3., 125.07 (3) (a) 10., 125.07 (3) (a) 16., 125.07 (4) (f) 3., 125.105 (1), 125.12 (1) (a), 125.12 (1) (c), 125.12 (4) (title), 125.12 (4) (ag) (intro.), 125.12 (5) (title), 125.12 (5) (a), 125.12 (5) (b), 125.12 (5) (c), 125.12 (6) (a), 125.12 (6) (b), 125.12 (6) (c), 125.12 (6) (cm), 125.12 (6) (d), 125.12 (6) (dm), 125.12 (6) (e), 125.13, 125.14 (2) (c), 125.14 (2) (d), 125.14 (2) (e), 125.14 (2) (f), 125.14 (3) (b), 125.145, 125.15 (1), 125.17 (6) (a) (intro.), 125.19 (1), 125.20 (5) (c) and (d), 125.26 (2m), 125.26 (2s) (b), 125.27 (1) (a), 125.27 (2) (a) 1. (intro.), 125.27 (2) (a) 2., 125.27 (3) (b), 125.27 (5) (b) and (f), 125.275 (1), 125.275 (2) (b), 125.275 (3), 125.28 (1) (a), 125.28 (1) (b), 125.28 (2) (b) (intro.), 125.28 (2) (b) 1. a., 125.28 (2) (b) 1. b., 125.28 (2) (b) 1. c., 125.28 (2) (b) 2., 125.28 (4), 125.28 (5) (b), 125.28 (5) (d) 3., 125.28 (5) (e), 125.29 (1), 125.29 (3) (intro.), 125.29 (3) (c), 125.29 (3) (e), 125.29 (3) (f), 125.29 (3) (i), 125.29 (6), 125.295 (1) (intro.), 125.295 (1) (a), 125.295 (1) (g), 125.295 (2) (a) 1., 125.295 (2) (a) 2., 125.295 (2) (a) 4., 125.295 (2) (a) 6. (intro.), 125.295 (2) (a) 6. a., 125.295 (2) (a) 6. b., 125.295 (2) (a) 6. c., 125.295 (2) (b), 125.295 (2) (c), 125.295 (4), 125.295 (5), 125.30 (1), 125.30 (2), 125.30 (4), 125.30 (5), 125.32 (2), 125.32 (6) (a), 125.33 (2) (a), 125.33 (2) (d), 125.33 (12), 125.34 (6), 125.51 (1) (a), 125.51 (2) (am), 125.51 (2) (e) 3., 125.51 (3) (a), 125.51 (3) (b), 125.51 (3) (bm), 125.51 (3) (bs) 2., 125.51 (3) (f), 125.51 (3m) (c), 125.51 (3r) (a) 3., 125.51 (3r) (b), 125.51 (4) (a) 1., 125.51 (4) (e) 1., 125.51 (5) (a) 1., 125.51 (5) (a) 4., 125.51 (5) (b) 2., 125.51 (5) (b) 4., 125.51 (5) (c) 1., 125.51 (5) (d) 2., 125.51 (5) (f) 2. and 5., 125.52 (1) (a), 125.52 (2), 125.535 (1), 125.535 (2), 125.535 (3) (b) 2., 125.535 (3) (c), 125.54 (1), 125.54 (3), 125.54 (5), 125.54 (6), 125.54 (7) (a) 2., 125.54 (7) (c) 3., 125.54 (7) (d), 125.545 (title), 125.545 (1) (a), 125.545 (1) (d), 125.545 (1) (e), 125.545 (2) (a) 1., 125.545 (2) (a) 3. b., 125.545 (2) (b), 125.545 (2) (c), 125.545 (3) (a) 1., 125.545 (3) (a) 2., 125.545 (3) (b), 125.545 (3) (c), 125.545 (4), 125.545 (5), 125.545 (6) (title) and (a) 1. and 2., 125.545 (6) (a) 1., 125.545 (6) (a) 3., 125.545 (6) (a) 4., 125.545 (6) (b), 125.545 (7), 125.55 (1), 125.56 (2) (a), 125.56 (2) (c), 125.56 (2) (d), 125.58 (1), 125.60 (1), 125.61 (1), 125.61 (3), 125.61 (4), 125.62 (1), 125.62 (3), 125.63 (1), 125.63 (3), 125.65 (1), 125.65 (4) (intro.), 125.65 (4) (e), 125.65 (6), 125.65 (10), 125.68 (2), 125.68 (4) (c) 1., 125.68 (4) (c) 3., 125.68 (9) (f), 125.68 (10)

* Section 991.11, WISCONSIN STATUTES: Effective date of acts. "Every act and every portion of an act enacted by the legislature over the governor's partial veto which does not expressly prescribe the time when it takes effect shall take effect on the day after its date of publication."

ture, as provided under s. 13.172 (2), regarding the status of the directory maintained under sub. (6), manufacturers and electronic vaping devices included in the directory, revenue and expenditures related to administration of this section, and enforcement activities undertaken pursuant to this section.

SECTION 64b. Tax 8.87 of the administrative code is repealed.

SECTION 64c. Nonstatutory provisions.

(1) TRANSFER OF ALCOHOL BEVERAGES REGULATION AND ENFORCEMENT FUNCTIONS.

(a) *Definitions.* In this subsection:

1. “Department” means the department of revenue.
2. “Division” means the division of alcohol beverages in the department.
3. “Secretary” means the secretary of revenue.

(b) *Assets and liabilities.* On the effective date of this paragraph, the assets and liabilities of the department primarily related to alcohol beverages regulation and enforcement under ch. 125, as determined by the secretary, become the assets and liabilities of the division.

(c) *Tangible personal property.* On the effective date of this paragraph, all tangible personal property, including records, of the department that is primarily related to alcohol beverages regulation and enforcement under ch. 125, as determined by the secretary, is transferred to the division.

(d) *Contracts.* All contracts entered into by the department in effect on the effective date of this paragraph that are primarily related to alcohol beverages regulation and enforcement under ch. 125, as determined by the secretary, remain in effect and are transferred to the division. The division shall carry out any obligations under those contracts unless modified or rescinded by the division to the extent allowed under the contract.

(e) *Position and employee transfers.* On the effective date of this paragraph, all positions, and the incumbent employees who hold those positions, in the department with duties that are primarily related to alcohol beverages regulation and enforcement under ch. 125, as determined by the secretary, are transferred to the division.

(f) *Employee status.* Employees transferred under par. (e) have all the rights and the same status under ch. 230 in the division that they enjoyed in the department immediately before the transfer. Notwithstanding s. 230.28 (4), no employee transferred under par. (e) who has attained permanent status in class is required to serve a probationary period.

(g) *Rules and orders.* All rules promulgated by the department that relate to alcohol beverages regulation and enforcement under ch. 125 and that are in effect on the effective date of this paragraph remain in effect until their specified expiration dates or until amended or repealed by the division. All orders issued by the department that relate to alcohol beverages regulation and enforcement under ch. 125 and that are in effect on the

effective date of this paragraph remain in effect until their specified expiration dates or until modified or rescinded by the division.

(h) *Pending matters.* Any matter pending with the department on the effective date of this paragraph that is primarily related to alcohol beverages regulation and enforcement under ch. 125, as determined by the secretary, is transferred to the division. All materials submitted to or actions taken by the department with respect to the pending matters are considered as having been submitted to or taken by the division.

(i) *Fees.* All fees established by the department related to permits issued under ch. 125 that are in effect on the day before the effective date of this paragraph shall remain in effect until modified or rescinded by the division.

(j) *Secretary to develop plan for orderly transfer.* The secretary shall develop a plan for an orderly transfer from the department to the division and shall resolve any disagreement between the department and the division with respect to any matter specified in this subsection. The secretary’s plan for orderly transfer shall include the transfer of positions under par. (e) plus the transfer of a sufficient number of currently vacant authorized FTE positions in the department to total 20.0 FTE positions in the division as well as initial staffing assignments in the division.

(2) TRANSITION; PERMIT ISSUER. On the effective date of this subsection, any permit issued by the department of revenue under ch. 125 prior to the effective date of this subsection shall be considered to have been issued by the division of alcohol beverages.

(3) EXPIRATION OF RETAIL LICENSES HELD BY PRODUCERS. Notwithstanding s. 125.04 (11) (b), any retail license issued under ch. 125 to a winery or a brewer shall expire on the effective date of this subsection and the license shall be nonrenewable.

(4) RETAIL CLOSING HOUR EXCEPTION FOR 2024 NATIONAL POLITICAL CONVENTION.

(a) In this subsection:

1. “Convention period” means the period beginning on the first day of a national political convention held in Milwaukee in the summer of 2024 until the day after the convention’s last day.

2. “Municipality” has the meaning given in s. 125.02 (11).

3. “Southeast Wisconsin municipality” means a municipality any part of which is located within Kenosha, Racine, Walworth, Rock, Milwaukee, Waukesha, Jefferson, Dane, Ozaukee, Washington, Dodge, Columbia, Sheboygan, or Fond du Lac County.

(b) 1. Notwithstanding s. 125.32 (3) (a), but subject to subs. 2. and 3., during the convention period, the closing hours for premises operating under a Class “B” license issued by a southeast Wisconsin municipality shall be between 4 a.m. and 6 a.m.

2. A southeast Wisconsin municipality may establish a process to designate, and may so designate, any licensee holding a license issued by the southeast Wisconsin municipality and to which subd. 1. would otherwise apply as ineligible or disqualified for the extended closing hour specified in subd. 1.

3. Notwithstanding s. 125.32 (3) (d), a southeast Wisconsin municipality may, by ordinance adopted after the effective date of this subdivision, opt out of subd. 1. and retain during the convention period the closing hours specified in s. 125.32 (3) (a).

(c) 1. Notwithstanding s. 125.68 (4) (c) 1., but subject to subds. 2. and 3., during the convention period, the closing hours for premises operating under a "Class B" or "Class C" license issued by a southeast Wisconsin municipality shall be between 4 a.m. and 6 a.m.

2. A southeast Wisconsin municipality may establish a process to designate, and may so designate, any licensee holding a license issued by the southeast Wisconsin municipality and to which subd. 1. would otherwise apply as ineligible or disqualified for the extended closing hour specified in subd. 1.

3. Notwithstanding s. 125.68 (4) (c) 5., a southeast Wisconsin municipality may, by ordinance adopted after the effective date of this subdivision, opt out of subd. 1. and retain during the convention period the closing hours specified in s. 125.68 (4) (c) 1.

(d) 1. Notwithstanding ss. 125.29 (8) (a), 125.52 (5) (a), and 125.53 (4) (a), but subject to subds. 2. and 3., during the convention period, the closing hours for a full-service retail outlet under s. 125.29 (7), 125.52 (4), or 125.53 (3), and the on-premises sales hours on brewery premises, manufacturing or rectifying premises, and winery premises, operating in a southeast Wisconsin municipality shall be between 4 a.m. and 6 a.m.

2. A southeast Wisconsin municipality may establish a process to designate, and may so designate, premises in the municipality of any permittee under s. 125.29, 125.52, or 125.53 to which subd. 1. would otherwise apply as ineligible or disqualified for the extended closing hour specified in subd. 1.

3. A southeast Wisconsin municipality may, by ordinance adopted after the effective date of this subdivision, opt out of subd. 1. and retain during the convention period the closing hours specified in ss. 125.29 (8) (a), 125.52 (5) (a), and 125.53 (4) (a), as unaffected by par. (b).

(5m) TRANSITION; INITIAL IMPLEMENTATION AUTHORITY. The administrator of the division of income, sales and excise tax in the department of revenue shall have interim authority to undertake all measures necessary to implement the changes in this act by the effective date of each change, including taking action in preparation for the creation of a division of alcohol beverages and appointment of a division administrator and bureau directors.

SECTION 64d. Initial applicability.

(1) SAFE RIDE SURCHARGE. The treatment of s. 346.657 (1) first applies to violations committed on the effective date of this subsection.

(2) JURISDICTION OVER OUT-OF-STATE PERMITTEES. The treatment of s. 125.535 (3) (b) 3., (c), (d), and (e), the renumbering of s. 125.58 (2), the renumbering and amendment of s. 125.30 (3), the amendment of s. 125.30 (2), and the creation of ss. 125.30 (2) (d) and (3) (b) and 125.58 (2) (b) and (c) first apply with respect to permits issued after the effective date of this subsection.

SECTION 65. Effective dates. This act takes effect on the first day of the 5th month beginning after publication, except as follows:

(1) RETAIL SALE OF ELECTRONIC VAPING DEVICES. The treatment of ss. 134.65 (title), (1), (1g), (1r), (2m), (3m), (4), (5m), and (8) and 134.66 (1) (g), the renumbering and amendment of s. 134.65 (1m), and the creation of s. 134.65 (1m) (a) 1. and 2. and (b) take effect on the 90th day after the day of publication.

(2m) DOR ENFORCEMENT; ALCOHOL VAPOR DEVICES. The treatment of ss. 40.02 (48) (am) 19. and (c), 71.78 (1), (1g), (4) (b) and (v), (5), and (6), 71.83 (6), 72.06, 73.03 (51b), 73.031, 77.61 (5) (am), (b) 2. and 15., (c), and (d), 78.80 (3), 125.02 (1c), 125.09 (8), 134.65 (1a), 139.11 (4) (a) (intro.), 139.38 (6), 139.44 (2), (2m), and (8) (a), (am), (b), (c), and (d), 139.82 (6), 230.36 (1m) (b) 2. (intro.) and (2m) (a) 9., 565.01 (6c), 565.02 (9) (intro.), 565.17 (5) (a) and (d), 565.40 (title) and (4), 565.50 (2), (2m), (3), and (4), 946.82 (4), and 995.15, the renumbering of s. 565.02 (8) (e), and the renumbering and amendment of s. 565.02 (8) (f) take effect on the day after publication.

(3m) TRANSITION; INITIAL IMPLEMENTATION AUTHORITY. SECTION 64c of this act takes effect on the day after publication.

(4m) FULFILLMENT HOUSES AND COMMON CARRIERS. The treatment of ss. 125.02 (6d), 125.025 (3) (by SECTION 21m), 125.12 (5) (a) (by SECTION 25L), 125.22, 125.23, 125.535 (7), 125.68 (10) (a) and (b), 139.08 (5), and 139.11 (1) (by SECTION 40o) and (4) (b) 2. takes effect on the first day of the 13th month beginning after publication.

(5m) NEW PERMIT FEES. The treatment of s. 125.04 (8) (title), the renumbering of s. 125.04 (8), and the creation of s. 125.04 (8) (b) take effect on the first day of the 13th month beginning after publication.

(6m) COOPERATIVE WHOLESALERS. The treatment of ss. 125.545 (title), (1) (a), (ar), (cm), (d), (e), and (em), (2) (a) 1., 3. b., and 4., (b), and (c), (3) (a) 2. (by SECTION 26hc) and 2m., (b), and (c), (4), (6) (a) 1. (by SECTION 26hk), 2m., 3m., and 4. (by SECTION 26hq), and (7) (by SECTION 26ht) and 185.043 (2) (by SECTION 49d) takes effect on the first day of the 13th month beginning after publication.

(7m) OPERATOR'S PERMIT. The treatment of ss. 125.02 (14m) (by SECTION 21g), 125.04 (3) (a) (intro.) (by SEC-

ORDINANCE No. _____
AN ORDINANCE CREATING SUBSECTION 5.20.033 2023 WISCONSIN ACT 73
NATIONAL POLITICAL CONVENTION CLOSING HOURS

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

SECTION 1. Whitewater Municipal Code Chapter 5.20.033 is hereby created to read as follows:

(a) Closing Hours During Convention Period

(1) The City of Whitewater opts out of subd. 1 of the 2023 Wisconsin Act 73 and retains during the convention period the closing hours specified in s. 125.32(3)(a).

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

Seconded by Council Member _____.

AYES:

NOES:

ABSENT:

ADOPTED:

John Weidl, City Manager

Heather Boehm, City Clerk



Common Council Agenda Item

Meeting Date:	June 18, 2024
Agenda Item:	Approval of Annual Class "A" Beer and Liquor License for Whitewater Petroleum
Staff Contact (name, email, phone):	Heather Boehm hboehm@whitewater-wi.gov 262-473-0102

BACKGROUND

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

Per Chapter 5.20 of the Whitewater Municipal Code, alcohol licensees must submit renewal applications yearly. Part of the renewal process consists of the completion of police background check, fire inspection, building code inspection and submission of an outdoor café/sidewalk permit if alcohol is served outside. City ordinance states that applicants cannot have any outstanding debt owed to the city.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

Alcohol Licensing Committee and the Police Department are looking to revise the ordinance 2081- the window ordinance so there is a moratorium on the windows at this time.

FINANCIAL IMPACT

(If none, state N/A)

N/A

STAFF RECOMMENDATION

Staff recommends approval for Whitewater Petro. They do not owe any back taxes or past due water bills.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

City of Whitewater Ordinance Chapter 5.20
Police Background Check Memo.

Chapter 5.20 ALCOHOL BEVERAGES*

Sections:

For the statutory provisions regarding municipal licenses for the sale of nonintoxicating beverages, see WSA § 66.053; for the provisions regarding licenses for the manufacture of fermented malt beverages, see WSA § 66.054; for the provisions regarding wholesale and retail sales licenses, see WSA § 66.054(5)—(13).

5.20.010 Statutes adopted.

The provisions of Chapter 125 of the Wisconsin Statutes and also all acts amendatory thereof and supplementary thereto relating to alcohol beverages are adopted as a portion of this chapter so far as applicable, except as otherwise lawfully provided by city ordinance.

(Ord. 1396 § 1, 1998; Ord. 1035 § 2(part), 1984).

5.20.011 Class "B" license sale in original package or container election.

The City of Whitewater elects to be governed under Wisconsin State Statute 125.51(3)(b) as opposed to State Statute 125.51(3)(a).

(Ord. 1127 § 1, 1988).

5.20.012 "Class C" licenses authorized.

The City of Whitewater is hereby authorized to issue "Class C" wine licenses, which shall authorize the retail sale of wine by the glass or in an open original container for consumption on the premises where sold. A "Class C" license may be issued to a person qualified under Wis. Stat. 125.04(5) for a restaurant in which the sale of alcohol beverages accounts for less than fifty percent (50%) of gross receipts and which does not have a barroom or for a restaurant in which the sale of alcohol beverages accounts for less than fifty percent (50%) of gross receipts and which has a barroom in which wine is the only intoxicating liquor sold. "Class C" license holders shall abide by the terms of Wis. Stats 125.51 (3m) and any amendments thereto. In this section a barroom means a room that is primarily used for the sale or consumption of alcohol beverages.

(Ord. No. 1699A, § 1, 10-21-2008)

5.20.015 Temporary "Class B" (picnic) beer and wine licenses.

Pursuant to Wisconsin Statutes Section 125.26(6) and Section 125.51(10), the city manager, or his designee, is authorized to issue temporary "Class B" fermented malt beverage and wine licenses.

(Ord. 1670 § 1, 2007).

5.20.020 License—Application—Investigation—Inspection.

- (a) The city clerk shall notify the neighborhood services director, the chief of police and the fire department of any application for an alcohol license for an establishment.

-
- (b) The chief of police, or his or her designee, shall investigate the applicant's arrest and conviction record and furnish the information to the city council in writing.
 - (c) The neighborhood services director or his or her designee shall inspect the premises to determine whether the premises sought to be licensed complies with the State Building Code, the State Plumbing Code, City of Whitewater Zoning Ordinances, and other applicable city ordinances, and shall furnish the information to the city council in writing.
 - (d) The applicant shall supply the city clerk with proof that the premises to be licensed has passed a City of Whitewater Fire Department fire inspection within six months of the date the license will be issued.
 - (e) The applicant shall supply the city clerk with the following:
 - (1) Proof, supplied by the Wisconsin Department of Health Services, that the establishment has a current valid restaurant or food service license issued by the Wisconsin Department of Health Services, or
 - (2) Proof, supplied by the Wisconsin Department of Health Services, that the establishment complies with the sanitation regulations of the State of Wisconsin Department of Health Services related to service of alcohol beverages for the type of license requested.
 - (f) In determining the suitability of the applicant, consideration shall be given to the moral character and the financial responsibility of the applicant, appropriateness of the location and premises where such licensed business is to be conducted, and generally the applicant's fitness for the trust to be reposed.
 - (g) No retail Class "B" or "Class B" license shall be issued unless the premises to be licensed conform to the sanitary, safety and health requirements of the State Building Code, the State Plumbing Code, and the rules and regulations of the State Board of Health applicable to restaurants, and also conform to all ordinances and regulations adopted by the city.
 - (h) Each premises for which a Class "B" or "Class B" license is granted must be connected with the city water and sewerage facilities, must be properly lighted and ventilated and supplied with separate sanitary toilet and lavatory facilities, equipped with running water, for each sex.

(Ord. 1035 §2(part), 1984).

(Ord. No. 1815A, § 1, 5-3-2011)

5.20.025 Alcohol license review committee.

The city council may establish an alcohol license review committee (hereinafter "committee").

- (a) The committee shall be comprised of three councilmembers.
- (b) The committee shall conduct hearings concerning the revocation, suspension, refusal to issue or renew alcohol licenses or permits which are granted under Chapter 125 of the Wisconsin Statutes.
- (c) After the hearing the committee shall submit a report to the city council including findings of fact, conclusions of law and a recommendation as to what action, if any, the city council should take with respect to the license.
- (d) The committee's findings of fact, conclusions of law and recommendation shall be presented to the council and the council pursuant to Chapter 125 of the Wisconsin Statutes shall determine what action if any the city council should take with respect to the license.

(Ord. 1311 § 1, 1995)

5.20.030 Licensee—Conditions.

- (a) All retail Class "A" and "B" licenses granted under this chapter shall be granted subject to the following conditions, and all other conditions of this chapter are subject to all other ordinances and regulations of the city applicable thereto:
- (1) Every applicant procuring a license thereby consents to the entry of police or other duly authorized representatives of the city at all reasonable hours for the purpose of inspection and search, and consents to the removal from the premises of all things and articles there had in violation of city ordinances or state laws, consents to the introduction of such things and articles in evidence in any prosecution that may be brought for such offenses.
 - (2) It is a condition of any license issued under this chapter that the licensed premises may be entered and inspected at any reasonable hour by any police officer of the city without any warrant, and application for a license under this chapter shall be deemed a consent to this provision. Any refusal to permit such inspection shall automatically operate as a revocation of any license issued under this chapter and shall be deemed a violation of this section.
 - (3) Any licensed premises shall provide by clear glass window a clear view into the entire licensed premises. There shall be no partitions, boxes, stalls, screens, curtains or any other devices which shall obstruct the view of the room from the general observation of persons; provided, however, that partitions, subdivisions or panels not higher than forty-eight inches from the floor shall not be construed as in conflict with the foregoing. But, such partitions, boxes, stalls, screens, curtains or other devices shall not be so constructed as to interfere with the clear view of the entire premises.
 - (4) No retail Class "A" or "B" licensee shall sell or offer for sale any alcohol beverage to any person on credit excepting credit extended by a hotel to a resident guest or a club to a bona fide member, and by grocers and druggists who maintain a credit system in connection with their other business. It is unlawful for any licensee to sell intoxicating liquors or wines to any person on a passbook or store order, or to receive from any person any goods, wares, merchandise or other articles in exchange for intoxicating liquor.
 - (5) No licensee shall sell, offer for sale or give away any alcohol beverage to any underage person.
 - (6) Each licensed premises shall at all times be conducted in an orderly manner, and no disorderly, riotous or indecent conduct shall be allowed at any time on any licensed premises.
 - (7) No gambling or games of chance of any sort shall be permitted in any form upon the licensed premises. Slot machines or any devices of chance are prohibited and shall not be kept upon the premises.
 - (8) No alcohol beverage shall be given away free by the licensee or any employee of the licensee or member of his family at any time.
 - (9) No alterations, changes, or additions shall be made to such designated licensed premises without first securing a permit for such alterations, changes or additions from the inspector of buildings.
 - (10) Wearing Apparel.
 - (A) All persons involved in the operation of any licensed premises under this section, whether as a licensee, member of the immediate family of licensee, licensed operator, unlicensed operator under supervision of the licensee or licensed operator, officer or agent of the licensed corporation, waiter, waitress, entertainer, dancer, or any other employee, shall observe the following applicable minimum standards for such licensed premises:

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- (i) The costume, uniform, or attire of any female shall completely cover the breasts, the mons veneris genitals, and the buttocks at all times. Those areas to be covered shall be covered with a nontransparent material.
 - (ii) The costume, uniform, or attire of any male shall completely cover the mons pubis genitals and buttocks at all times. Those areas to be covered shall be covered with a nontransparent material.
- (B) It shall be the responsibility of the licensee to maintain such minimum standards on the licensed premises. Any violation taking place upon a licensed premises shall be deemed to be a violation of both the violator and the licensee.

(Ord. 1177 §1, 1990; Ord. 1135 §3, 1988; Ord. 1035 §2(part), 1984).

5.20.027 Licensing standards for considering new alcohol license applications.

- A. Alcohol License Review Committee Review. All new (as opposed to renewal) applications for open "Class A" sale of intoxicating liquor to consumers in original packages for off premises consumption licenses, and open "Class B" sale of intoxicating liquor to consumers by the glass for on premises consumption licenses, shall be reviewed by the alcohol license review committee (at times hereafter referred to as the ALRC) before the application is acted upon by the common council. The ALRC shall recommend that the council grant, deny, or grant with conditions each license. The common council shall consider the recommendation of the ALRC when considering license applications. The term "open" in this subsection shall mean an application for a license that has not been issued for at least twenty-four hours, and therefore is an open and available license. This section is not intended to apply when a license holder surrenders a license pursuant to a contract to transfer the business associated with the license, and the same license is issued immediately to the purchasing party.
- B. Staff input. The ALRC and the common council shall consider the below listed factors in reviewing and judging the adequacy of applications. Appropriate city staff shall review the application in the context of these factors and report to the committee. The city staff may include the city manager, the police department, the fire department, the community development authority, the city clerk's office, the city attorney's office, the neighborhood services director's office, the department of public works office, and any other staff as deemed necessary or desirable. It shall not be required that all of the foregoing participate in any particular recommendation, rather it is the intent that the make-up of the staff involved be flexible to meet the needs of each particular situation.
- C. Factors to be considered. The ALRC in making its recommendation, and the council in making its decision, shall consider the following factors:
 - 1. Factors to be considered for reviewing new license applications:
 - a. Economic development considerations. The council finds that while all of the factors listed below are important considerations in licensing issuance decisions, economic development consideration should be a primary factor in the decision. In considering the economic development impact of an application, the ALRC and the council will favor license applications that support important additional desirable development, such as businesses that provide high quality employment opportunities, businesses that provide attractive entertainment opportunities, or establishments that feature high quality restaurants.

The council also finds that establishments whose primary purpose is to serve alcohol, and that do not support other important additional developments should be given low priority in the application process because the city has an excess supply of similar establishments and those establishments do not foster economic

development. Also, such businesses' tend to cause more police enforcement related problems, and often detract from the immediate neighborhood and at times diminish the quality of life in the City of Whitewater.

The council also finds that it is appropriate and in the public's best interest to at times hold in reserve one or more licenses that are limited by quota so that there will be a license or licenses available if a highly desirable development that needs a license seeks to locate in the City of Whitewater.

- b. Character of applicant, agent, managerial personnel, and owners.
 - c. Experience of applicant and manager in operating a licensed establishment.
 - d. History of applicant and manager in operation of licensed establishments.
 - e. History of premises.
 - f. Design, type, and size of the proposed establishment.
 - g. Proximity to other licensed establishments.
 - h. Proximity to residential buildings or areas.
 - i. Ability of police department to ensure public safety at this location.
 - j. Condition of building/premises.
 - k. Compatibility of proposed use with the surrounding neighborhood.
 - l. Zoning and land use considerations.
 - m. Likely impact on property values.
 - n. Any other relevant considerations.
- D. Ranking applications. When deciding between applications, those applications which best meet the listed factors shall be judged as superior to other applications. If there are multiple applications pending for licenses, whether the licenses are available or not, the timing of the filing of the application shall not create any preference. If more than one license application is pending for any particular license, the alcohol licensing committee shall recommend which application, if any, in order of priority, should be granted.

(Ord. No. 1726A, § 1, 4-21-2009; Ord. No. 1762A, § 1, 4-20-2010)

5.20.031 Non-alcohol events—Underaged persons.

The presence of underage persons on a licensed premises as provided under Section 125.07(3)(a)10, Wis. Stats., shall be subject to the following:

- (1) The licensee or agent of a corporate licensee shall notify the police department at least seventy-two hours in advance of any date on which underage persons will be present on the licensed premises. Each such non-alcohol event notice shall specify the date(s) on which the event is to occur and the time(s) of commencement. All notices shall be filed with the police department during normal working hours (8:00 a.m. to 5:00 p.m., Monday through Friday) and shall be given on forms prescribed by the department. After a non-alcohol event notice has been given, the licensee may cancel an event(s) only by giving like notice to the department in accordance with the provisions of this subsection. Regardless of date given, all notices shall expire and be deemed cancelled no later than the date of expiration or revocation of the applicable retail Class "B" license.
- (2) During the period of any non-alcohol event, a notice card prescribed by the police department shall be posted at all public entrances to the licensed premises notifying the general public that no alcohol

beverages may be consumed, sold or given away on or carried into the licensed premises during the event. Such notice cards shall be made available by the department to a requesting licensee at no cost.

- (3) Once a non-alcohol event has commenced, no alcohol beverages may be consumed, sold or given away on or carried into the licensed premises until the next day following the closing hours as specified in Section 5.20.090, Hours.
- (4) During the period of any nonalcohol event, all alcohol, all beverages not stored in a locked portion of the licensed premises, shall be stored in a secure place out of sight and physical reach of any patron present, and shall be under the direct and immediate control and supervision of the licensee or a licensed bartender in the employ of the licensee. All beer taps and automatic dispensers of alcohol beverages ("speed guns") shall be either disconnected, disabled or made inoperable.
- (5) No underage person under the age of eighteen shall be allowed on the premises at any time unless accompanied by a parent or legal guardian.
- (6) A licensed premises may only schedule one nonalcohol event per week. Said event may not last more than twenty-four hours.

(Ord. 1275 §1, 1994; Ord. 1274 §1, 1994; Ord. 1088 §1, 1986).

5.20.032 Cancellation.

- A. Findings of fact and purpose. The common council finds that the nonuse of alcohol licenses that are available in limited numbers is generally contrary to the public's best interest. This is because alcohol licenses, if used responsibly, can attract and retain businesses such as restaurants and hotels, and thereby create jobs and provide non-alcohol-related entertainment and service opportunities for the general public. Furthermore, the nonuse of alcohol licenses, limited by quotas, is unfair to persons or businesses that seek to earn income through the use of a license, but are unable to receive a license because of the limited number available to be issued by the city.
- B. Cancellation for nonuse. Any "Class A" or "Class B" license granted under this chapter may be cancelled by the common council 1) if it is not used within sixty days after its initial issuance (this sixty-day nonuse provision applies only to initial license issuance and does not apply to license renewals); 2) if its usage is discontinued for a period of ninety consecutive days or more; 3) if the holder does not use the license for at least fifty days during the one-year period of the license term; 4) if the licensee does not open and use its license on the minimum days and hours it submits under subsection C three or more times during a license term.

For the purpose of this section, a day within the yearly license term shall be defined as a day during which the license grantee or holder is open for business and therein uses the license for a minimum period of six hours. Said hours shall be consecutive on the particular day. In order to be considered open, a "Class B" licensed premises must have a licensed bartender on duty and available and present on the premises to dispense alcohol. If there are two licensed premises in any one building, each premises must have a separate bartender available, present, and on duty during the time the premises is required to be open.

- C. Reporting requirements: Each "Class A" or "Class B" licensed premises shall complete a form as part of the initial and annual renewal application process that lists the specific days of the week and specific hours it represents will be open which satisfies the minimum opening and use requirements set forth above. If any licensee changes its minimum required days or hours of operation stated in the application, the licensee shall immediately report the change in writing to the municipal clerk. Licensees are not required to disclose all hours it or they expect to be open, rather only those mandatory minimum hours it will be open.

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- D. Exceptions: In the event the grantee or holder of a "Class A" or "Class B" license issued under this chapter demonstrates to the satisfaction of the city council that, due to undue hardship or unusual circumstances beyond the grantee's or holder's control, the grantee or holder could not meet the minimum use requirements set forth herein within the yearly term of the license, the license grantee or holder may request that the city council grant an exception to the requirements found in subsections B and C above. Exceptions which the city council may consider in not imposing the requirements of subsections B and C are the following:
- (1) Damage to the licensed premises rendering it temporarily unfit for safe operation under the license;
 - (2) Closing for reasonable periods of time to alter, repair, remodel or redecorate the premises;
 - (3) Certain factors of death, illness or contractual impossibility;
 - (4) Any other unusual circumstances not under the control of the license grantee or holder.
- E. Investigations and inspections to determine compliance with this section may be conducted by the City of Whitewater Police Department, or any city employee or official directed by the city manager to conduct an investigation or inspection to determine compliance. If a licensee is found to be in violation of the terms of this section, future inspections shall subject the licensee to the imposition of reinspection fees under Chapter 1.29. Violations of this section shall also subject a licensee to the imposition of the penalties set forth in Section 5.20.160.
- F. Prior to cancellation: Prior to the cancellation of any license, the city shall notify the licensee in writing of the city's intention to cancel the license for nonuse and provide the licensee with an opportunity for a due process hearing. Such hearing shall be conducted by the alcohol license review committee generally under the procedures set forth in Whitewater Municipal Code 5.20.025.

(Ord. 1106 §1, 1987).

(Ord. No. 1720A, § 1, 3-3-2009)

5.20.040 License—Issuance restrictions.

- A. Delinquent Taxes, Assessments, Etc.
- (1) Premises. No initial or renewal alcohol beverage license shall be granted for any premises for which taxes, assessments or other claims of the city are delinquent and unpaid.
 - (2) Persons. No initial or renewal alcohol license shall be granted to any person:
 - (a) Delinquent in payment of any taxes, assessments or other claims owed to the city;
 - (b) Delinquent in payment of a forfeiture resulting from a violation of any ordinance of the city;
 - (c) Delinquent in payment to the state of any state taxes owed.

It is unlawful for any person to whom a license has been granted to permit any person to leave the licensed premises with an open container containing any alcohol beverage.

(Ord. 1035 §2(part), 1984).

5.20.045 Maximum number of licenses.

- A. The common council finds that limiting the number of alcohol licenses in one building is in the public's best interest because it will assure that there will not be an unnecessary use of two alcohol licenses for a building when one alcohol license could serve the building.
- B. The total maximum number of "Class A" and "Class B" licenses issued to premises in any single building shall be limited to two. Also, no building shall be allowed to have more than one "Class A" or more than one "Class B" license. Therefore, when a "Class A" or "Class B" license is issued to a building, no other license of the same class shall be issued to a premises in the same building. If the council finds that it is in the public's best interests, the council may grant exceptions to these limitations. For the purpose of this section, a combination license issued to a premises shall be considered one license.

(Ord. No. 1721A, § 1, 3-3-2009)

5.20.050 License—Quotas.

The number of the following described licenses to be issued by the city shall be limited to the quota established in this section:

- (1) Combined "Class A" intoxicating liquor, twelve;
- (2) "Class B" intoxicating liquor, twenty-four.

(Ord. 1183 §1, 1990; Ord. 1161 §1, 1989; Ord. 1035 §2(part), 1984).

(Ord. No. 1844A, § 1, 8-21-2012; Ord. No. 1864A, § 1, 10-15-2013; Ord. No. 2030A, § 1, 11-2-2021; Ord. No. 2050, § 1, 11-15-2022)

5.20.055 Reserve "Class B" liquor license fees.

- (a) Purpose. This section is enacted pursuant to Wisconsin Statutes Section 125.51(3)(e)2. (1997) which requires municipalities to establish a fee of at least \$10,000.00 for the initial issuance of reserve "Class B" licenses for the retail sale of alcohol beverages.
- (b) Establishment of Fee. Pursuant to Section 125.51 of the Wisconsin Statutes (1997), there is hereby established a \$10,000.00 fee for the initial issuance of a reserve "Class B" license as defined in Wisconsin Statutes Section 125.51(4)(a)4. (1997). This \$10,000.00 fee shall not apply to a reserve "Class B" license issued to any bona fide club or lodge situated or incorporated in this state for at least six years, or to any full-service restaurant that has a seating capacity of three hundred or more persons, or to any hotel that has one hundred or more rooms of sleeping accommodations and that has either an attached restaurant with a seating capacity of one hundred fifty or more persons or a banquet room in which banquets attended by four hundred or more persons may be held. The fee for these exempted "Class B" licenses shall be the same as the annual fee for regular "Class B" licenses as established by Section 5.20.060.

(Ord. 1447 §1, 2000).

5.20.056 Grants for certain reserve "Class B" liquor licenses.

- (a) Definition. Reserve "Class B" license shall have the meaning defined in Section 125.51(4)(a)4, Wisconsin Statutes.

- (b) Findings and Purpose. The common council finds that businesses such as restaurants, hotels, and taverns make important contributions to the city's economy. These establishments serve important public purposes, including increasing the city's property tax base, providing employment and promoting tourism. Excess license fees deter new business and are contrary to the above-stated public purposes. Wisconsin Statutes 125.51(3)(e)2 imposes upon municipalities the duty to establish a minimum issuance fee of \$10,000.00 for each reserve "Class B" liquor license issued. Since the new issuance fee far exceeds the actual cost of licensing the activity, additional revenue will be available to the city. It is the purpose of this section to utilize revenue generated by Wisconsin Statutes 125.51(3)(e)2 to assist new reserve "Class B" licensees achieve the important public purposes identified herein.
- (c) Grants. Following the issuance of an original reserve "Class B" liquor license, and upon application, the community development authority may provide a grant to the licensee in an amount not to exceed the amount actually paid by the licensee to the City of Whitewater for issuance of the new reserve "Class B" liquor license, less that amount attributable to the reserve "Class B" liquor license. Prior to awarding any grant hereunder, the community development authority shall make such findings and establish such conditions to ensure that any funds awarded hereunder further the important public purposes identified herein.

(Ord. 1620A §1, 2007).

5.20.060 License fees.

Intoxicating beverage licenses and permits shall be as follows for fiscal year ending June 30 of each year:

(1)	Class "A" Licenses—Fermented malt beverage	\$100.00
	Intoxicating liquor	250.00
(2)	Class "B" Licenses—Fermented malt beverage	100.00
	Intoxicating liquor	500.00
(3)	Class "B" Picnic—Fermented malt beverage	10.00 per event
(4)	Wholesale beer	25.00
(5)	"Class C"—wine license	100.00

(Ord. 1035 §2(part), 1984).

(Ord. No. 1699A, § 2, 10-21-2008)

5.20.070 Prorated licenses.

Licenses may be granted which shall expire on the thirtieth day of June, upon payment of such proportion of the annual license fee as the number of months or fraction of a month remaining until June 30 bears to twelve.

(Ord. 1035 §2(part), 1984).

5.20.080 License refunds upon transfers.

Refunds shall be made of license fees only if business ownership changes in month of July.

(Ord. 1035 §2(part), 1984).

5.20.090 Hours.

Every person licensed in accordance with this chapter and his employees, agents or representatives shall observe the following regulations:

Closing Hours. No premises for which a wholesale or retail liquor license has been issued shall be permitted to remain open:

- (1) If a wholesale license, between 5:00 p.m. and 8:00 a.m., excepting on Saturday, when the closing hours shall be 9:00 p.m.;
- (2) If a retail Class "A" license, between 9:00 p.m. and 6:00 a.m., except that a retail Class "A" licensed premises may remain open at any and all other times, provided there is no sale of alcohol beverages between the hours of 9:00 p.m. and 6:00 a.m.;
- (3) If a retail Class "B" license, closing hours shall be in conformity with state statute 125.32(3)(a) through 125.32(3)(c), and state statute 125.68(4)(a) through 125.68(4)(c)4, and all acts amendatory thereof and supplementary thereto so far as applicable to closing hours;
- (4) Hotels and restaurants whose principal business is the furnishing of food or lodging to patrons shall be permitted to remain open for the conduct of the regular business, but shall not be permitted to sell intoxicating liquors during the hours mentioned in subsection (3) of this section;
- (5) No seller shall permit nor shall any person carry out or remove from the Class "B" licensed premises, any alcohol beverage in an original unopened package, container or bottle for consumption away from the premises after midnight.
- (6) The licensee, employees, salespersons, and service personnel are permitted on the premises during hours when the premises are not open for business if those persons are performing job-related activities. All other employees and patrons shall vacate the premises at the required closing time. Under no circumstances shall the consumption of alcohol beverages be permitted after the required closing time. The doors to the premises shall be locked during the hours that the premises is closed;
- (7) Commercial janitorial service personnel shall be permitted to enter the licensed premises for the purpose of cleaning during the time the premises is closed and the doors locked. The premises shall be well lighted during cleanup;
- (8) Prior approval must be requested and granted by the chief of police or his designee for any variation of the above for exigent circumstances.

(Ord. 1136 §1, 1988; Ord. 1125 §1, 1988; Ord. 1064 §1, 1985; Ord. 1035 §2(part), 1984).

(Ord. No. 1834A, § 1, 2-7-2012)

5.20.100 Beverage operator's license required.

- (a) There shall be upon premises operated under a retail Class "A" or Class "B" liquor license, at all times, the licensee or some person who has an operator's license under Section 125.17 of the State Statutes and who is responsible for the acts of all persons serving, as waiters or in any other manner, any alcohol beverage to customers. No person other than the licensee and his immediate family shall serve alcohol beverages in any place operated under a retail Class "A" or Class "B" alcohol beverage license unless he possesses such operator's license, or unless he is under the immediate supervision of the licensee or a person holding an operator's license who is at the time of such service upon the premises.

(Supp. No. 8/23)

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- (b) The city clerk may issue an operator's license, which shall be granted only upon application in writing. Such license shall be issued only to persons who have attained the age of eighteen and meet the requirements of the state statutes and who have submitted the proper fee. The city clerk may also issue temporary licenses or provisional licenses as described in 125.17(5) of the Wisconsin Statutes. The below standards shall control the issuance of provisional operator's licenses:
- (1) After a person applies for an operator's license, the following procedure shall apply:
 - (A) An application for an operator's license shall also be considered an application for a provisional operator's license.
 - (B) The City of Whitewater Police Department shall, prior to the clerk issuing an operator's license or provisional operator's license, at its earliest convenience, conduct an investigation regarding the applicant's qualifications to hold an operator's license. If at any time the police department recommends that the operator's license be issued, the clerk shall issue the license at his or her earliest opportunity.
 - (C) If within fifteen business days of an application for an operator's license the police department has recommended denial of the operator's license, the clerk shall refuse to issue the operator's license and provisional license, and the applicant shall be advised of his or her right to appeal the decision before the alcohol licensing committee.
 - (D) If within fifteen business days of the application the police department has not made a recommendation to deny or grant the operator's license, the applicant shall be issued a provisional license upon request if he or she is enrolled in a training course required by Wisconsin Statutes 125.17(6). If a provisional license has been issued prior to the police department's recommendation, and the police department subsequently recommends denial of the license, the matter shall be set before the alcohol licensing committee for consideration of revocation of the provisional license.
 - (c) The fee for an operator's license granted pursuant to Section 125.17 of the State Statutes shall be twenty-five dollars for a license valid for two years, and fifteen dollars for a license valid for one year.
 - (d) The city clerk may issue provisional operator's licenses pursuant to Wisconsin Statutes 125.17(5)(1991-1992). A provisional license may only be issued to a person who has applied for an operator's license, and shows proof of enrollment in a beverage serving training course. A provisional license may not be issued to any person who has been denied an operator's license by the city under Wisconsin Statutes 125.17(1) (1991-1992). A provisional operator's license shall expire sixty days after its issuance or when an operator's license is issued to the holder, whichever is sooner. A provisional license is nonrenewable. The city clerk may revoke a provisional license if he or she discovers the holder of the license made a false statement on the application. There shall be no fee required for the provisional license.

(Ord. 1525 §1, 2002; Ord. 1326 §1, 1995; Ord. 1277 §1, 1994; Ord. 1115 §1, 1987; Ord. 1110 §1, 1987; Ord. 1089 §1, 1986).

5.20.110 Licensee responsible for acts of employees.

A violation of this chapter by an agent or employee of a licensee or permit holder shall constitute a violation by the licensee or permit holder. Whenever the holder of any license or permit under this chapter violates any portion of this chapter or any regulation adopted pursuant thereto, proceedings for the revocation of the license or permit may be instituted in the manner and under the procedure established in Section 125.12 of the Wisconsin Statutes and the provisions relating to granting a new license shall likewise be applicable.

(Ord. 1443, 2000; Ord. 1035 §2(part), 1984).

5.20.120 Tavern licensee—Regulations.

Fermented malt beverages shall not be sold, dispensed, given away or furnished to any underage person unless accompanied by a parent, guardian or adult spouse. Intoxicating liquors or wine shall never be furnished to underage persons.

Every keeper of any place, of any nature or character whatsoever, for the sale of any alcohol beverage, shall not directly or indirectly suffer or permit any underage person of either sex, unaccompanied by his or her parent or guardian, who is not a resident employee or bona fide lodger or boarder on the premises controlled by the proprietor or licensee of such place and of which such place consists or is a part, to enter to be on such licensed premises for any purpose excepting the transaction of bona fide business other than amusement, the purchase, receiving or consumption of edibles or beverages, and no underage person may enter or remain on said premises as aforesaid who is not a resident, employee or a bona fide lodger or boarder on such premises, or who is not accompanied by his or her parent or guardian. This subsection shall not apply to hotels, drugstores, grocery stores, bowling alleys, premises in the state fair park, concessions authorized on state-owned premises in the state parks and state forests as defined or designated in Chapters 27 and 28 of the State Statutes, parks owned or operated by agricultural societies receiving state aid, cars operated on any railroad, regularly established athletic fields or stadiums nor to premises operated under both a license granted under this chapter and a restaurant permit where the principal business conducted therein is that of a restaurant. It shall be presumed where such premises are so operated under both a license granted under this chapter and a restaurant permit, that the principal business conducted therein is that of the sale of alcohol beverages, until such presumption is rebutted by competent evidence. The prohibition shall apply to any person who is not a resident, employee or bona fide lodger or boarder on such premises, after the legal hour for closing.

(Ord. 1035 §2(part), 1984).

5.20.130 Tavern—Health rules.

Each premises shall be conducted in a sanitary manner and shall be a safe and proper place for the purpose for which used. The health officer of the city is authorized and empowered to make reasonable and general rules for the sanitation of all places of business possessing licenses under this chapter. Such rules or regulations may be classified and made applicable according to the class of business conducted. All such rules and regulations shall have the same force as this chapter and infraction thereof may be punished as a violation of this chapter.

(Ord. 1035 §2(part), 1984).

5.20.140 Sale of alcohol beverages to intoxicated persons.

- (a) Restrictions.
 - (1) No person may procure for, sell, dispense or give away alcohol beverages to a person who is intoxicated.
 - (2) No licensee or permittee may sell, vend, deal or traffic in alcohol beverages to or with a person who is intoxicated.
- (b) Penalties. Any person who violates subsection (a) shall be fined not less than one hundred dollars nor more than five hundred dollars and in default of the payment of such penalty shall be imprisoned not to exceed six months.

(Ord. 1035 §2(part), 1984).

5.20.150 Alcohol beverages—Licensing or sale in or on city-owned parks or other properties.

It is unlawful for any owner, operator of or any person employed in any place, other than a public park, where food or soft drinks are sold, or any place of entertainment or amusement, to permit any person to drink fermented malt beverages therein, and it is unlawful for any person to consume therein any fermented malt beverages unless such place is licensed to sell fermented malt beverages.

- (a) No organization shall publicly offer for sale and consumption any form of alcohol beverage (or any other form of intoxicant) in any city park or buildings located therein, without having first complied with all the requirements of this section.
- (b) The applicant shall first meet all of the requirements of the Wisconsin Statutes, federal statutes and city ordinances to be considered as a qualified recipient for the license.
- (c) All applications shall be made on forms to be provided by the state and the city clerk and shall be submitted to that office.

The city clerk shall forward the applications to the police department and the parks and recreation board within five calendar days of receipt of the application.

The parks and recreation board will review the application and make its recommendation.

The city manager or his designee will make the final decisions as to whether or not the license will be granted.

- (d) The information form will contain provisions for the following information:
 - (1) Name of the organization;
 - (2) The title of the event;
 - (3) The dates of the event;
 - (4) The name of the chairman or person in charge of event and his or her address and telephone number;
 - (5) The names of the licensed bartenders for the event;
 - (6) A statement by applicant of the intended disposition of profits from the scheduled event.
- (e) No event shall be held for more than five consecutive days.
- (f) No license shall be granted for more than two successive weekends; a weekend being defined as a Saturday or Sunday.
- (g) No license shall be granted for another event until ten calendar days have elapsed from the expiration of the last event.
- (h) No applicant may receive a license for more than two events in any license year.
- (i) Licenses are not transferable between qualified applicants.
- (j) The dispensing shall be closed between the hours of eleven p.m. and twelve noon on Sunday through Thursday each day inclusive, and from twelve midnight to twelve noon on Fridays, Saturdays or any legal holiday. If a legal holiday follows Sunday through Thursday, the council may permit dispensing until midnight on the day preceding the holiday.
- (k) Any dispensing of alcohol beverages must be dispensed in plastic or paper cups.

(Ord. 1327 §1, 1995; Ord. 1155 §1, 1989; Ord. 1035 §2(part), 1984).

5.20.160 Penalty.

The provisions of Chapter 125 of the Wisconsin Statutes, exclusive of any criminal jail penalties, and also all Acts amendatory thereof and supplementary thereto relating to penalties are adopted as a portion of this chapter so far as applicable. Any person who violates any provision of this chapter for which a specific penalty is not provided, shall be subject to a forfeiture of:

- (1) Not more than five hundred dollars if the person has not committed a previous violation within twelve months of the violation;
- (2) Not less than two hundred dollars nor more than five hundred dollars if the person has previously committed a violation within twelve months of the violation;
- (3) Not less than five hundred dollars nor more than one thousand dollars if the person committed two previous violations within twelve months of the violation; and
- (4) Not less than one thousand dollars nor more than five thousand dollars for the fourth and subsequent offenses within one year.

(Ord. 1391 §1, 1997; Ord. 1179 §1, 1990; Ord. 1091 §1, 1986; Ord. 1035 §2(part), 1984).

(Ord. No. 1826A, 9-27-2011)

WHITEWATER POLICE DEPARTMENT
INTEROFFICE MEMORANDUM

TO: Heather Boehm, City Clerk
FROM: Daniel A Meyer, Chief of Police
SUBJECT: 2024-2025 Alcohol Beverage License Renewals
DATE: June 5, 2024

Effective June 5, 2024, pertinent records of the appropriate local and state agencies have been searched and no information was disclosed that would hinder the issuance of the requested licenses. The attached information is being supplied on an official basis. Only that information which would bear upon these applications is recorded.

DM/JH

**2024-2025 Alcohol License Summary
RENEWAL APPLICATIONS**

BUSINESS	AGENT	DOB	LOCAL ARREST RECORD (violations on/after 6/01/2022)	CIB/NCIC Wants	WI CCAP & CIBR "E" CHECK (violations on/after 6/01/2022)	Convicted Felon
Whitewater Petroleum Co 804 Walworth Ave	Mobin Ahmad	07/25/1989	No Arrests on/after 06/01/2022 - 06/05/2024 jh	No	No Arrests on/after 06/01/2022	No



Council Agenda Item

Meeting Date:	June 18, 2024
Agenda Item:	Chelsea Baker BOL Appeal
Staff Contact (name, email, phone):	Heather Boehm hboehm@whitewater-wi.gov 262-473-0102

BACKGROUND

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

On May 28, 2024, Ms. Baker applied for a Beverage Operator's License. On June 4, 2024, Chief Dan Meyer denied the license, also on June 4, 2024, a letter informing Ms. Baker of the denial was sent by the City Clerk's office via regular and certified mail. The Clerk's office received an email requesting an appeal from Ms. Baker on Tuesday, June 11, 2024.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

On June 18, 2024 at 5:30 pm, the Alcohol Licensing Committee will vote to either deny or allow Ms. Baker to have a Beverage Operator's License.

FINANCIAL IMPACT

(If none, state N/A)

n/a

STAFF RECOMMENDATION

I will let you know what Alcohol Committee voted at the meeting.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

Ms. Baker's Request for an appeal.
Chief Meyer's Denial Letter.

From: [Chelsea Baker](#)
To: [Heather Boehm](#)
Subject: Re: Liquor licenses appeal
Date: Tuesday, June 11, 2024 8:20:32 AM
Attachments: [image001.png](#)

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.

Yes I would like to if I could! When are available times?

On Mon, Jun 10, 2024 at 7:07 AM Heather Boehm <hboehm@whitewater-wi.gov> wrote:

Hello Chelsea,

You will have to appeal to the Alcohol License Committee. If that is something you want to do, I will get it scheduled. Please let me know.

Thank you,

Heather Boehm

City Clerk



[312 W. Whitewater St., Whitewater, WI 53190](#)

(262)473-0102 | hboehm@whitewater-wi.gov

“Change is the law of life and those who look only to the past or present are certain to miss the future.”- John F. Kennedy

2024 Elections Calendar:

2024 Spring & Presidential Preference Election - April 2, 2024

2024 Partisan Primary - August 13, 2024

2024 General Election - November 5, 2024

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: Chelsea Baker <chelseabakerj@gmail.com>
Sent: Thursday, June 6, 2024 6:44 PM
To: Heather Boehm <hboehm@whitewater-wi.gov>
Subject: Liquor licenses appeal

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.

I was denied for my liquor licenses due to forgetting the list certain offenses on my application and I was hoping to appeal or communicate about that! I didn't want to miss any charges when filling out my application so I used my ccap as reference to list my offenses but apparently they weren't all on there so I had missed two.

With that being said I had listed my possession of the charge on there but I listed it as a disorderly because I went to court and got it dropped to a disorderly, so I listed it as that! And for the retail theft one I just completely forgot it happened and I didn't see it on my ccap so I missed putting it down!

MEMORANDUM

TO: City Clerk
FROM: Daniel A. Meyer, Chief of Police
SUBJECT: Disapproval of Beverage Operator's License Application for **Chelsea Jordan Baker**
DATE: June 4, 2024

On May 31, 2024, Chelsea J Baker, 130 S Prairie St Apt 9, Whitewater, WI 53190, applied for a beverage operator's license to work, without supervision, at Rick's Eastside, 561 E Milwaukee St., Whitewater, WI 53190. At that time the usual background investigation was conducted.

Effective June 4, 2024, the following information is being supplied on an official basis concerning the beverage operator's license application of Chelsea J Baker. Pertinent records of the local and state agencies have been searched as of this date with the following results: (Only that information which would bear upon this application is recorded. Traffic violations are excluded.)

WHITEWATER POLICE DEPARTMENT

07/12/2022: RETAIL THEFT \$50<\$200 (1ST)

04/22/2023: POSSESSION OF THC (1ST OFFENSE)

Chelsea J Baker failed to list all of her convictions for offenses she had been charged with on her application.

An operator at an alcohol establishment has an obligation to reasonably deal with various rules and regulations regarding alcohol. These arrests show that Chelsea J Baker has displayed an inability to abide by these laws. We therefore do not believe that she has the appropriate ability to handle the responsibility that the license requires.

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

Based on the above information, I recommend that this applicant be denied her beverage operator's license application. These offenses she has been arrested for DO substantially relate to the circumstances of the particular job or licensed activity as required under Chapter 125.

DM/jh



City Council Committee Item

Meeting Date:	June 18, 2024
Agenda Item:	Cravath & Trippe Lakes Mechanical Dredging of Cattail
Staff Contact (name, email, phone):	Michelle Dujardin, mdujardin@whitewater-wi.gov 262-473-0121

BACKGROUND

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

The City Clerk opened bids on May 9, 2024 at 3:00 pm for 37,020 square feet (1,927 cubic yards) of mechanical dredging of Cravath Lake and 2,334 square feet (130 cubic yards) of mechanical dredging of Trippe Lake. At that time the following bid were received:

- Cravath and Trippe Lake Dredging Bid from Eco Waterway Services, \$167,630.00
- Cravath and Trippe Lake Dredging Big from RLP Diversified, Inc, \$160,000.00

May 29, 2024 Lakes Advisory Committee Meeting: Ginny Coburn motioned to reward Eco Waterway Services the bid of \$167,630.00 for Cravath and Trippe Lake Dredging of Cattail as noted in the bid packet. Seconded by Elvira Kau. Ayes: Carol McCormick, Elvia Kau, and Ginny Coburn. Abstain: Kurt Zipp and Gayle Stettler. Noes: None. Absent: Geoff Hale.

June 4, 2024 City Common Council: Motion made to award contract to Eco Waterway Services pending City Attorney review by Council Member Neil Hicks, Seconded by Councilmember Smith. Voting Yea: Council President Singer, Councilmember Hicks, Councilmember Dawsey Smith, Councilmember Schanen, Councilmember Majkrzak, Councilmember Smith.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

- The City of Whitewater holds a dredge permit with the State of Wisconsin Department of Natural Resources. Permit #IP-SE-2021-65-03182. Set to expire 11/04/2026.

FINANCIAL IMPACT

(If none, state N/A)

Monies for the project is budgeted in the 2024 & 2025 Engineering line for Lakes Capital Budget.

STAFF RECOMMENDATION

Per Wis. Stat 66.0901 (1m) METHOD OF BIDDING. (a) Except when necessary to secure federal aid, whenever a political subdivision lets a public contract by bidding, the political subdivision shall comply with all of the following: 1. The bidding shall be on the basis of sealed competitive bids. 2. The contract shall be awarded to the lowest responsible bidder. (b) Except when necessary to secure federal aid, a political subdivision may not use a bidding method that gives preference based on the geographic location of the bidder or that uses criteria other than the lowest responsible bidder in awarding a contract.

Staff recommends moving forward utilizing the 2024 & 2025 budgeted monies for the lowest bid from, RLP Diversified, Inc to Common Council.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. April 22, 2024 Bid Notice
 2. Cravath and Trippe Lake Dredging Bid from Eco Waterway Services
 3. Cravath and Trippe Lake Dredging Big from RLP Diversified, Inc.
-



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

Michelle Dujardin
Assistant Parks, Recreation, and
Community Events Director
PHONE: (262) 473- 0121
FAX: (262) 222-5901
Email: mdujardin@whitewater-wi.gov
WEBSITE: www.ci.whitewater-wi.gov

April 22, 2024
City of Whitewater
Bid Notice

The City of Whitewater will be accepting bids for the following:
37,020 square feet (1,927 cubic yards) of mechanical dredging of Cravath Lake and 2,334 square feet (130 cubic yards) of mechanical dredging of Trippe Lake. 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. Bids will be accepted by the City Clerk until May 9, 2024 at 3:00 pm. At that time the bids received will be publicly opened and publicly recorded. For further information contact Michelle Dujardin, Assistant Parks, Recreation, and Community Events Director at 262-473-0121. The City of Whitewater reserves 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
Heather Boehm, 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'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 May 9th at 3:00 pm. The Bids will be reviewed by staff and the Contract is anticipated to be awarded at the June 2024 Common Council meeting.

Completion - All work shall be completed within 30 days of starting the Project. All work shall be completed by September 30, 2024. Cravath Lakefront Park will not be available June 24th- July 7th and no work shall take place during this time on Cravath Lake.

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 4 areas along Cravath Lake Park shoreline and 1 area along Trippe Lake Park shoreline.

Quantities:

- Cravath Amphitheater – 9,766 sq ft, removing 1.5 feet of material, estimating 543 cubic yards.
- Cravath Lakefront Dock – 3,461 sq ft, removing 1.5 feet of material, estimating 192 cubic yards
- Cravath Fishing Pier – 4,248 sq ft, removing 1.5 feet of material, estimating 236 cubic yards
- Cravath East Shoreline- 17,211 sq ft, removing 1.5 feet of material, estimating 956 cubic yards
- Tripp Fishing Pier – 2,334 sq ft, removing 1.5 feet of material, estimating 130 cubic yards

Total Dredge Amount = 37,020 sq ft of material estimating 2,057 cubic yards

Item 14. Proposal: All materials removed and collected can be taken to City of Whitewater provided dump site located at 599 N. Jefferson Street - Whitewater, WI 53190.

CITY OF WHITEWATER
CRAVATH AND TRIPPE LAKE DREDGING
CONTRACT

LUMP SUM BID:

----- Dollars \$ -----
(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: BIDDER

Of: _____

By: -----
(Bidders Signature)

Address:

Phone: _____

Email:

Date: _____

OWNER: _____ CITY OF WHITEWATER _____

(Signature and Title) (Date)

ATTEST _____

(Signature and Title) (Date)



Item 14.





Item 14.



CITY OF WHITEWATER
CRAVATH AND TRIPPE LAKE DREDGING
CONTRACT

LUMP SUM BID:

One hundred sixty seven thousand
Six hundred thirty dollars Dollars \$ 167,630.⁰⁰
(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: Owen Bulls BIDDER

Of: Ecowaterway Services

By: [Signature]
(Bidders Signature)

Address: 111 Wilmont Dr Unit L Waukesha, WI
53189

Phone: 262-337-0083

Email: obulls@ecowaterway.com

Date: 5-9-24

OWNER: CITY OF WHITEWATER
Heather M Boehm ^{city clerk}
(Signature and Title) (Date) 5/9/24

ATTEST Michelle Dyardin 5/9/24
(Signature and Title) (Date)
Assistant Director.

CITY OF WHITEWATER
CRAVATH AND TRIPPE LAKE DREDGING
CONTRACT

LUMP SUM BID:

One hundred sixty thousand Dollars \$ 160,000.00
(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: [Signature]
(Bidders Signature)

Address: 207 Front Street Burlington, WI 53105

Phone: (262) 206-1297

Email: rlpinc@live.com

Date: May 3, 2024

OWNER: CITY OF WHITEWATER

Deborah M Bohm, City Clerk 5/9/24
(Signature and Title) (Date)

ATTEST Michelle Dyerlein, Assistant Director, 5/9/24
(Signature and Title) (Date)



Council Agenda Item

Meeting Date:	June 18, 2024
Agenda Item:	4 th of July Fireworks License
Staff Contact (name, email, phone):	Heather Boehm hboehm@whitewater-wi.gov 262-473-0102

BACKGROUND

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

The 4th of July Committee is having fireworks on July 4th and July 6th at Cravath Lake.

In compliance with City of Whitewater ordinance 5.08.040

A) Nothing contained in this chapter shall prohibit the use of fireworks for pyrotechnic displays given by public authorities, fair associations, amusement parks, park board, civic organizations, or groups of individuals under permit granted by the common council.

(b) Application for Permits for Pyrotechnic Displays. Application by organizations sponsoring pyrotechnic displays shall be submitted at least fifteen days in advance of the date set for the display and shall contain the following:

- (1) The address and exact location of the pyrotechnic display;
- (2) The date and time of the display;
- (3) The name of organization sponsoring the display and the person responsible for arrangements;
- (4) The name of the organization and the person in charge of firing the pyrotechnics and the person responsible for recovery of unfired pyrotechnics;
- (5) The number and kinds of pyrotechnics which will be fired;
- (6) The location where the pyrotechnic material will be stored prior to the display;
- (7) A diagram of the area where the display will take place showing the firing area, distances to the audience, to buildings, to roadways and public pathways, and special conditions;
- (8) Said application will be referred to the fire chief for inspection and approval before submission to the common council;
- (9) The applicant shall furnish a certificate of insurance issued by a company licensed to do business in the state in an amount of not less than \$50,000.00 for personal injury and \$10,000.00 for property damage and shall name the city as an insured;
- (10) The fee for such permit shall be \$25.00. Such fee may be waived by the city manager for cause shown

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

N/A

FINANCIAL IMPACT

(If none, state N/A)

N/A

STAFF RECOMMENDATION

Email was sent to AC Ryan Dion on May 15th with the application and all necessary documents and AC Dion approved of the site plan and permit. The only concern was the reed/cattail growth on the lake shore. If we are in an exceptionally dry period over the fourth, they will make arrangements to procure adequate staffing during the display.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

Firework City Application
Pyrotecnico Approval
Pyrotecnico Fireworks INC, Contract with Diagram and Insurance info

REQUEST FOR PERMIT TO DISPLAY FIREWORKS IN THE CITY OF WHITEWATER
Under Chapter 5.08.040 of the City of Whitewater Municipal Code
(Application for Permits for Pyrotechnic Displays, Blank Cartridges and Flares)

APPLICANT: 4th of July Committee	
NAME OF PERSON IN CHARGE: Lisa Dawsey Smith	
ADDRESS OF EVENT MANAGER: 273 Fremont Street, Whitewater, WI	
MANAGER DATE OF BIRTH: 10/6/80 Greenville, SC	MANAGER PLACE OF BIRTH:
DATE OF FIREWORKS DISPLAY: July 4 and July 6	
HOURS OF FIREWORKS DISPLAY: Approximately 9:55 p.m. (13-17 minute show)	
LOCATION FROM WHERE FIREWORKS WILL BE ACTIVATED: Cravath Lake Pontoon	
INDIVIDUAL AND ORGANIZATION IN CHARGE OF FIRING PYROTECHNICS: Pyrotecnico Fireworks, Inc.	
INDIVIDUAL IN CHARGE OF RECOVERING UNFIRED PYROTECHNICS: Pyrotecnico Fireworks, Inc.	
NUMBER AND KINDS OF PYROTECHNICS WHICH WILL BE FIRED: Up to 3" shell	
LOCATION WHERE PYROTECHNIC MATERIAL WILL BE STORED PRIOR TO DISPLAY: Barge in Cravath Lake	

TO BE COMPLETED BY CLERK: Cert of Ins received by <u>DB</u> Diagram received by <u>DB</u> Permit to Process & Display Fireworks received by <u>DB</u> Referred to Fire Chief: <u>5/15/2024</u>

TO BE COMPLETED BY CITY MANAGER: _____ Approved _____ Disapprove _____ <div style="text-align: right;">City Manager</div>

From: [Ryan Dion](#)
To: [Heather Boehm](#)
Cc: [Kelly Freeman](#)
Subject: RE: 2024 Fireworks Display Permit
Date: Thursday, May 30, 2024 9:02:07 AM
Attachments: [image001.png](#)

Yes, Chief and I looked this over and we are good to go. I apologize, I thought he responded to this already. Internally, our only concern is the reed/cattail growth on the lake shore. If we are in an exceptionally dry period over the fourth, we will make arrangements to procure adequate staffing during the display.

Thanks.

Ast. Chief Ryan Dion
Whitewater Fire Department
Deputy Emergency Management Coordinator
C 262-473-9929
O 262-473-0570

From: Heather Boehm <hboehm@whitewater-wi.gov>
Sent: Thursday, May 30, 2024 8:58 AM
To: Ryan Dion <RDion@whitewater-wi.gov>
Subject: FW: 2024 Fireworks Display Permit

Hello Ryan,

I wanted to make sure this does not get overlooked since I sent you the high school's application and this one at the same time. This one for the 4th of July will have to go on the June 18th Council meeting so I will have to have it ok'd before then.

Thank you,

Heather Boehm

City Clerk



312 W. Whitewater St., Whitewater, WI 53190
(262)473-0102 | hboehm@whitewater-wi.gov

“Change is the law of life and those who look only to the past or present are certain to miss the future.”- John F. Kennedy

2024 Elections Calendar:
2024 Spring & Presidential Preference Election - April 2, 2024
2024 Partisan Primary - August 13, 2024
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From: Heather Boehm
Sent: Wednesday, May 15, 2024 3:21 PM
To: Ryan Dion <RDion@whitewater-wi.gov>
Subject: FW: 2024 Fireworks Display Permit

Hello Ryan,

Are you the correct person to get these to? I have another from the school district, hopefully coming in today or tomorrow as they want fireworks at graduation on 5/24/24. The only reason I found out, is my son is graduating this year and I do not have any applications so I called them on it.

Thank you,

Heather Boehm

City Clerk



312 W. Whitewater St., Whitewater, WI 53190
(262)473-0102 | hboehm@whitewater-wi.gov

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

From: Lisa Dawsey <ldawsey06@gmail.com>
Sent: Wednesday, May 15, 2024 2:16 PM
To: Heather Boehm <hboehm@whitewater-wi.gov>
Subject: 2024 Fireworks Display Permit

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.

Please see the attached and let me know if there are any additional questions for this submission. Myself or another member of the committee will be available as needed for any council questions when the item goes for approval.

Best,

Lisa

PYROTECNICO FIREWORKS, INC.

This Fireworks Display Agreement ("Agreement") entered into this on **April 26, 2024** by and between PYROTECNICO FIREWORKS, INC. ("Pyrotecnico") and **Whitewater Fourth of July Corp** (CUSTOMER).

Pyrotecnico, for and in consideration of the terms hereinafter mentioned, agrees to furnish to the CUSTOMER Fireworks Display(s) and related services ("Fireworks Display"), including the services of Pyrotecnico's on-site representative to take charge of and perform the Fireworks Display under the supervision and direction of the CUSTOMER. The Firework Display to be given on **REFER TO ATTACHMENT "A"** (the "Display Date"), weather permitting.

The offer contained in this Agreement is only valid if it is signed and returned to Pyrotecnico by **May 26, 2024** ("Expiration Date"). Pricing and availability are only guaranteed as long as Pyrotecnico receives the signed Agreement by the Expiration Date. Customer agrees to pay Pyrotecnico the sum of **REFER TO ATTACHMENT "A"** (the "Contract Price"). Pyrotecnico will invoice CUSTOMER A deposit of **REFER TO ATTACHMENT "A"** is due **REFER TO ATTACHMENT "A"** and the final balance shall be due Net 10 from **REFER TO ATTACHMENT "A"**. A service fee of 1 1/2% per month shall be added if the account is not paid in full within 30 days of the Display Date. CUSTOMER agrees to pay any and all collection costs, including reasonable attorney's fees and court costs incurred by Pyrotecnico for any amount due under this Agreement.

Pyrotecnico and CUSTOMER agree that should inclement weather prevent the performance of the Fireworks Display on the Display Date, the parties shall agree to a mutually convenient alternate date, within three (3) months of the Display Date. If the show is rescheduled prior to Pyrotecnico's truck leaving the facility, CUSTOMER shall remit to Pyrotecnico an additional **REFER TO ATTACHMENT "A"** for additional expenses in presenting the Fireworks Display on an alternate date. If the show is rescheduled after Pyrotecnico's truck leaves the facility, CUSTOMER shall remit to Pyrotecnico an additional **REFER TO ATTACHMENT "A"** for additional expenses incurred. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of Pyrotecnico. In the event the CUSTOMER does not choose to reschedule another date or cannot agree to a mutually convenient date, Pyrotecnico shall be entitled to **REFER TO ATTACHMENT "A"**.

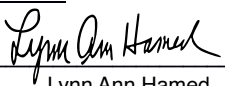
Pyrotecnico agrees to furnish all necessary fireworks display materials and personnel for the fireworks display in accordance with the program approved by the parties. Quantities and varieties of products in the program are approximate. After final design, exact specifications will be supplied upon request. Should this display require any Union, permit, or fire department related costs; their fees are not included in the Contract Price.

CUSTOMER will timely secure and provide the following: (a) Sufficient area for the display, including a minimum spectator set back distance of **350 FEET** at all points from the discharge area, as reflected in the attached site plan, and that this discharge area shall not have any unauthorized personnel or vehicles; (b) Funds for all permits, licenses, and approvals as required by local, state and federal laws for the Fireworks Display; (c) Protection of the display area by roping-off or similar facility; (d) Adequate police protection to prevent spectators from entering display area; (e) Search of the fallout area at first light following a nighttime display; and (f) Provide credit as "Fireworks by Pyrotecnico" in all advertising and marketing materials.

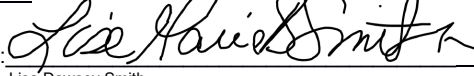
Pyrotecnico will maintain general liability, property damage, transportation and workers compensation insurance. All those entities/individuals who are listed on the certificate of insurance, provided by Pyrotecnico, will be deemed to be an additional insured on such policies. This insurance coverage specifically does not include coverage for any independent acts of negligence of any additional insured.

CUSTOMER shall indemnify, defend and hold harmless Pyrotecnico and its shareholders, directors, officers, employees, agents, representatives and insurers from any and all demands, claims, causes of action, judgments or liability (including the costs of suit and reasonable attorneys' fees) arising from damage to or destruction of property (including both real and personal) or bodily or personal injuries (including death), whether arising from tort, contract or otherwise, that occur directly or indirectly from (a) the negligence or willful misconduct of CUSTOMER or its employees, agents, contractors or representatives, (b) the failure of CUSTOMER to comply with its obligations under this Agreement, or (c) any claims or actions arising out of Pyrotecnico's use of the show site. This Agreement contains the entire agreement between the Parties for this show and any prior agreements are terminated. This Agreement may only be amended, revised or terminated in writing, executed by the Party against which enforcement is asserted. The parties hereto mutually and severally guarantee terms, conditions, and obligations under this Agreement to be binding upon the parties, themselves, their successors and assigns.

PYROTECNICO :

By (sign): 
Name: Lynn Ann Hamed
Title: Corporate Secretary
Date: April 29, 2024
Address: PO Box 149
New Castle PA 16103
Phone: (724) 652-9555
Email: contracts@pyrotecnico.com

CUSTOMER:

By (sign): 
Name: Lisa Dawsey Smith
Title: co-chair WW 4th Committe
Date: 04/26/24
Address: 150 W Main Street, Whitewater, WI 53190
Phone: 262.473.4005
Email: whitewater4th@gmail.com

ATTACHMENT A

DISPLAY DATE	CONTRACT PRICE	DEPOSIT	DEPOSIT DUE DATE	BALANCE DUE DATE	POSTPONEMENT FEE - NOT LEFT FACILITY	POSTPONEMENT FEE - LEFT FACILITY	CANCELLATION FEE
July 4, 2024	\$12,500.00	\$6,250.00	May 31, 2024	Net 10	\$1,875.00	\$5,000.00	\$6,250.00
July 6, 2024	\$10,200.00	\$5,100.00	May 31, 2024	Net 10	\$1,530.00	\$4,080.00	\$5,100.00

Pyrotecnico Fireworks Display Agreement 2024
CUSTOMER Initials: LMDS



CONTACT/INSURANCE INFORMATION FORM

You must return this form with your signed Agreement for the Certificate of Insurance to be issued, and for the permit application to be completed and submitted. If information isn't applicable, please state such by indicating "N/A".

Customer Name (Entity Contracting Pyrotecnico): Whitewater 4th of July

Primary Point of Contact Name: Lisa Dawsey Smith

Phone: 262-473-4005 Fax: n/a

Email: whitewater4th@gmail.com

Billing Address: 150 W Main Street

City, State & Zip: Whitewater, WI 53190

Accounts Payable Contact: Katie Lehman

Accounts Payable Email: klehman@firstcitizensww.com

Date(s) of Show: 7/4/24, 7/6/24 Display Start Time(s): 10 pm

Rain/Postponed Date(s): We do not have alternate dates

Day-of-Show Contact Name: Lisa Dawsey Smith

Day-of-Show Mobile Phone Number: 262.510.4283

Day-of-Show Email: ldawsey06@gmail.com

Display Site Location(s) and Address(es): Lake launch, Cravath Lakefront Park 341 S Fremont Street, Whitewater, WI 53190

If Pyrotecnico has produced a show at this site, has the geography changed (i.e, new structures, new terrain, etc.)? If yes, please describe:
water levels may vary depending on rainfall - barge launch and positioning can be affected as well but onsite crews should be familiar

Additionally Insured – If Applicable:
City of Whitewater, Downtown Whitewater, Inc

CUSTOMER Initials: LMDS

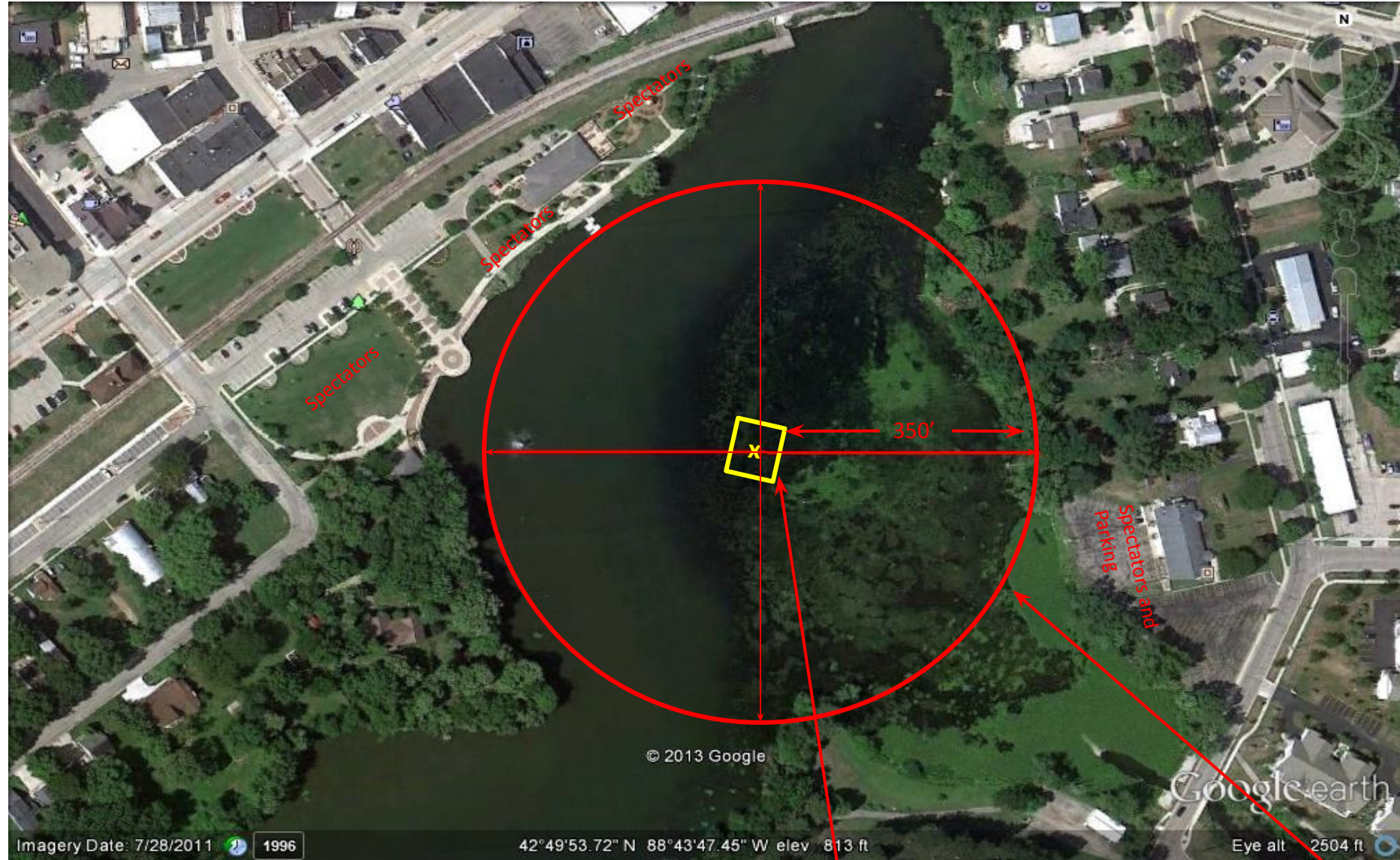
Whitewater Wisconsin

Cravath Lake

Whitewater, Wisconsin

3" Shell Limit – Low Level / 3" Angles

2/15/2024 MPL



Item 16.
Barge anchored in center of lake

Setup Area: 48'x30' Barge Platform

Radius from Setup Area: 350'

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure, LLC dba Britton Gallagher & Associates 3737 Park East Dr. STE 204 Beachwood OH 44122	CONTACT NAME: PHONE (A/C. No. Ext): 216-658-7100 E-MAIL ADDRESS: info@brittongallagher.com		FAX (A/C. No.): 216-658-7101
	INSURER(S) AFFORDING COVERAGE		
INSURED Pyrotecnico Fireworks Inc. P.O. Box 149 299 Wilson Road New Castle PA 16103	2299	INSURER A : Everest Indemnity Insurance Co.	NAIC # 10851
		INSURER B : Everest Denali Insurance Company	16044
		INSURER C : Arch Speciality Ins Co	21199
		INSURER D : Continental Indemnity Company	28258
		INSURER E : Ocean Underwriting Consortium	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1506396760

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	SI8ML00891-232	10/14/2023	10/14/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	SI8CA00141-232	10/14/2023	10/14/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	UXP1035252-04	10/14/2023	10/14/2024	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	82-872096-04-37	10/14/2023	10/14/2024	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A E	Excess Liability #2 Stock Throughput	Y	Y	SI8EX01314-232 STP BINDER	10/14/2023 10/14/2023	10/14/2024 10/14/2024	Each Occ/ Aggregate Total Limits Stock Limit	\$5,000,000 \$10,000,000 \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced liability policies where required by written agreement.

FIREWORKS DISPLAY DATE: July 4 & 6, 2024

LOCATION: Barge-Whitewater, WI (Cravath Lake)

ADDITIONAL INSURED: City of Whitewater; Downtown Whitewater, Inc.

CERTIFICATE HOLDER**CANCELLATION**
 Whitewater Fourth of July Committee
 150 W. Main Street
 Whitewater WI 53190

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Item 16.

2010/05)

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MEMORANDUM

www.whitewater-wi.gov
Telephone: (262) 473-0104
Fax: (262) 222-5901

To: John Weidl
From: Becky Magestro, Chief of Staff
Date: June 3, 2024
Re: Comparison of Public Comment Procedures for City Council Meetings

This memo provides a comparative analysis of the public comment procedures followed by the City Councils of River Falls, Platteville, Fort Atkinson, and Lake Geneva. Each city has distinct protocols, which are summarized below.

City of River Falls-

Each speaker is allowed 2 minutes at the beginning of the meeting
Mayor explains the public comment process just before it begins. An appointed parliamentarian on the council keeps time.

City of Platteville-

Speakers are required to fill out a form
Forms are submitted to the Council President, who calls speakers to the podium.
Agenda has designated numbers for public comments.

City of Fort Atkinson-

Allowed at the beginning of the meeting and each speaker is given 3 minutes
Comments aren't permitted any other time during the meeting

City of Lake Geneva-

Occurs at the beginning of the meeting and each speaker is given 5 minutes.
Public comments are considered a courtesy not a requirement for the agenda

City of Weston-

Public comments are at the beginning of the agenda.
Residents or the public are allowed 4 minutes for public comment

City of Wisconsin Rapids-

Per City Clerk Jennifer Gossick, "Unless we have a public hearing specifically included on our Council agenda for a particular agenda item, we don't include time for public comments on any agenda items. However, if a Council member wishes to yield his/her time during the Council discussion of a particular agenda item to allow for public comments, they are free to do so. Speakers must state their names and addresses (and do not have to live in the City). We then limit each speaker's time to 3 minutes. Speakers are not generally able to speak twice unless everyone who wishes to speak has had the opportunity to do so. "

City of Whitewater-

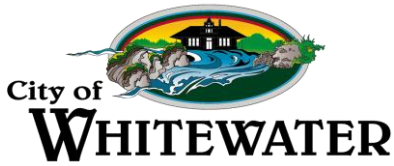
According to ordinance- 2.08.010 (b) 3-4 (c)(d)

Period of Public Comment.

3. The period of public comment is a time set aside for the purpose of allowing the council to receive information from the public concerning matters that are not on the meeting agenda. Pursuant to Wis. Stats. § 19.82(2), no decisions shall be made on matters addressed during this period. The council president should inform the public that the purpose of the public comment period is limited and, if any action is requested, the matter must be put on the council agenda of a future meeting for consideration. Comments by any one member of the public shall be limited to three minutes. Repetitious statements should be discouraged, except when they are declarations of support of a prior speaker's comments. Personal attacks are inappropriate. (C)

4. Immediately after introduction of the agenda item, at the option of any councilmember, a motion may be made and seconded prior to any additional statements regarding the agenda item. If this procedure is used, public input and discussion of the agenda item shall take place after the second. If there is not an immediate motion made and seconded, public comment and further discussion of the matter will proceed. During this period a councilmember may, at any time, make a motion concerning the matter. The council president shall attempt to make certain that any member of the public wishing to speak on the issue has an opportunity to be heard before a final vote is taken; (D)

There shall be a three-minute limit placed on each speaker from the general public. If necessary, requests shall be made to speakers not to make comments that are similar to prior public input about the same issue, unless the comments are a declaration of support of a prior speaker's statements.



Office of the City Manager
312 W. Whitewater Street, P.O. Box 178
Whitewater, Wisconsin 53190

MEMORANDUM

www.whitewater-wi.gov
Telephone: (262) 473-0104
Fax: (262) 222-5901

To: Common Council
From: John Weidl, City Manager
Date: June 11, 2024
Re: Designated Alternate Policy

Alternates serve an important role as they help many committee groups adhere to quorum requirements. The following committees have alternates:

- Board of Zoning Appeals (BZA)
- Plan and Architectural Review Committee (PARC)
- Ethics Committee
- Park and Recreation Board
- Urban Forestry Commission

The majority of these committees have one alternate, with the exception of the PARC and BZA. At times when an alternate is needed there is no question the alternate to move forward. However, this same clarity is not extended to the PARC and BZA. The PARC and BZA have a total of three alternates. Absent policy, there is confusion when the PARC has a known absence and several alternates attend the meeting in hopes to fill the vacancy.

To avoid this uncertainty and in hopes to establish transparency staff is suggesting that alternates for the PARC and BZA be ranked in order of who would join the Committee first. Attached to this memo is suggested policy that outlines steps to take to solve this anticipated issue. It may also be appropriate to ask that the PARC voting members decide which alternate is moved forward, however we have encountered situations where the meeting could not be called to order without the use of an alternate, preventing this as an option in all circumstances.

The goal is clarity, transparency, and clear guidance. Thank you for your time and attention to these matters.

Warm regards,

A handwritten signature in black ink that reads "John S. Weidl".

John S. Weidl, City Manager

JSW/TKZ

Suggested Policy To be added to existing ordinance:

When a voting body has an alternate listed as a member of the body via City ordinance the alternate's status shall change in status from alternate to voting member in the wake of an absence of the voting body. This alternate will be a member of the voting body for that meeting only. After the meeting has concluded the alternate will return to their previous alternate status.

The Plan and Architectural Review and Board of Zoning Appeals is noted for having three (3) alternates. This information is cited in each of the committee's perspective ordinances. When the governing body has one or more absences the alternate(s) will fulfill the absence based on their ranked status. The alternates are ranked by the Council President and City Manager to provide a structured and transparent process for alternate selection when needed.



Office of the City Manager
312 W. Whitewater Street, P.O. Box 178
Whitewater, Wisconsin 53190

MEMORANDUM

www.whitewater-wi.gov
Telephone: (262) 473-0104
Fax: (262) 222-5901

To: Common Council
From: John Weidl, City Manager
Date: June 14, 2024
Re: Ordinance 2.48.080-Removal of PARC

This memo addresses the removal of a member from the Plan and Architectural Review Commission (PARC) under the authority provided by Ordinance 2.48.080.

Ordinance 2.48.080 The council, by a majority vote, shall have the authority to remove any member of the commission from office for just cause when the best interests of the city shall be served thereby. It shall be considered just cause for the removal of a commission member his failure to attend two consecutive regular or special meetings with unexcused absences. Members may be excused from attendance of any meeting only by the city manager. In order that the above definition of just cause for removal shall not be exclusive, a commission member may be removed for malfeasance, misfeasance, or nonfeasance in office at the discretion of the city manager.

Mr. John Beerman has failed to attend two consecutive regular meetings without obtaining an excused absence from the city manager. He has not attended any meetings in 2024. A letter sent on 4/22/24. A phone call and voicemail were also left for Mr. Beerman on 5/30/24. A voicemail This non-compliance constitutes just cause for removal under ordinance 2.48.080.

Best-

A handwritten signature in black ink that reads "John S. Weidl".

John S. Weidl, City Manager

JSW/RLM

From: [Becky Magestro](#)
To: [Heather Boehm](#)
Subject: FW: Quorum Check
Date: Friday, June 14, 2024 10:19:35 AM
Attachments: [image001.png](#)

Email below please include.

Becky Magestro
Chief of Staff
City Manager's Office



312 W. Whitewater St.
Whitewater, WI 53190
Direct line- 262-473-0101
bmagestro@whitewater-wi.gov
www.whitewater-wi.gov

From: Llana Dostie <ldostie@whitewater-wi.gov>
Sent: Friday, June 14, 2024 10:06 AM
To: Becky Magestro <bmagestro@whitewater-wi.gov>
Subject: FW: Quorum Check

Hello,

Here you go.

From: JOHN BEERMAN <j60beerman@hotmail.com>
Sent: Monday, May 6, 2024 3:07 PM
To: Llana Dostie <ldostie@whitewater-wi.gov>
Subject: Re: Quorum Check

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.

I have just fulfilled my term as an alternate, However if I would be considered as a full member I would consider the opportunity. Let me know.

From: Llana Dostie <ldostie@whitewater-wi.gov>
Sent: Friday, May 3, 2024 8:30 AM

To: Brian Schanen <bschanen92@gmail.com>; Bruce Parker (B__R_P@hotmail.com) <B__R_P@hotmail.com>; Carol McCormick <bradyandpat@sbcglobal.net>; Jeffrey Weigel <weigeljeffrey@gmail.com>; John Beerman <J60Beerman@hotmail.com>; Michael Smith <mike@mspd-llc.net>; Neil Hicks <nhicks@whitewater-wi.gov>; Tom Miller <Deadeye1@charter.net>

Subject: Quorum Check

I'm need to know who will be attending and who won't we are currently running with just 5 regular members and two alternates.

Llana Dostie

Administrative Assistant I

Neighborhood Services, City of Whitewater

262-473-0144



Office of the City Manager
312 W. Whitewater Street, P.O. Box 178
Whitewater, Wisconsin 53190

MEMORANDUM

www.whitewater-wi.gov
Telephone: (262) 473-0104
Fax: (262) 222-5901

To: John Beerman
From: John Weidl, City Manager; Becky Magestro, Chief of Staff
Date: 4/22/24
Re: Term Expiration- Plan and Architectural Review Commission

Dear John Beerman,
Thank you for your service to our community. As the City of Whitewater approaches another period of growth and change, we want to extend our gratitude for your invaluable contributions to our community.

As you may be aware, your current term is set to expire on April 30, 2024. It is with great hope that we would like to see you continue your journey with us. Your experience and insight are assets that we would be privileged to retain as we look to the future.

Please take a moment to reflect on the possibility of renewing your term. Should you decide to stay and further contribute to our collective goals, or if you have any questions regarding the next steps, I encourage you to reach out to my Chief of Staff, Becky Magestro, at 262-473-0101 or via email at bmagestro@whitewater-wi.gov.

Again, thank you for your dedication and the remarkable difference you have made in our community. We look forward to possibly continuing this journey with you.

Best-

A handwritten signature in black ink that reads "John S. Weidl".

John S. Weidl, City Manager

JSW/RLM



Council Agenda Item

Meeting Date:	June 18, 2024
Agenda Item:	Twin Oaks Mobile Home Park License Renewal
Staff Contact (name, email, phone):	Allison Schwark, Zoning Administrator/Code Enforcement

BACKGROUND

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

The Twin Oaks Mobile Home Park has submitted applicable documentation for the City of Whitewater mobile home license renewal. The City of Whitewater Code Enforcement department has been working with Twin Oaks to gain compliance on all outstanding code violations since January 2024. It has been requested that we provide a summary of compliance, and current outstanding violations for review and consideration in regard to the license renewal.

Please see below:

January 2024- 45 Open Orders, 0 complied

February 2024- 81 Open Orders, 0 complied

March 2024- 90 Open Orders, 27 complied

April 2024- 80 Open Orders, 19 complied

May 2024- 68 Open Orders, 15 complied

June 2024- 51 Open Orders, 1 complied

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

N/A

FINANCIAL IMPACT

(If none, state N/A)

N/A

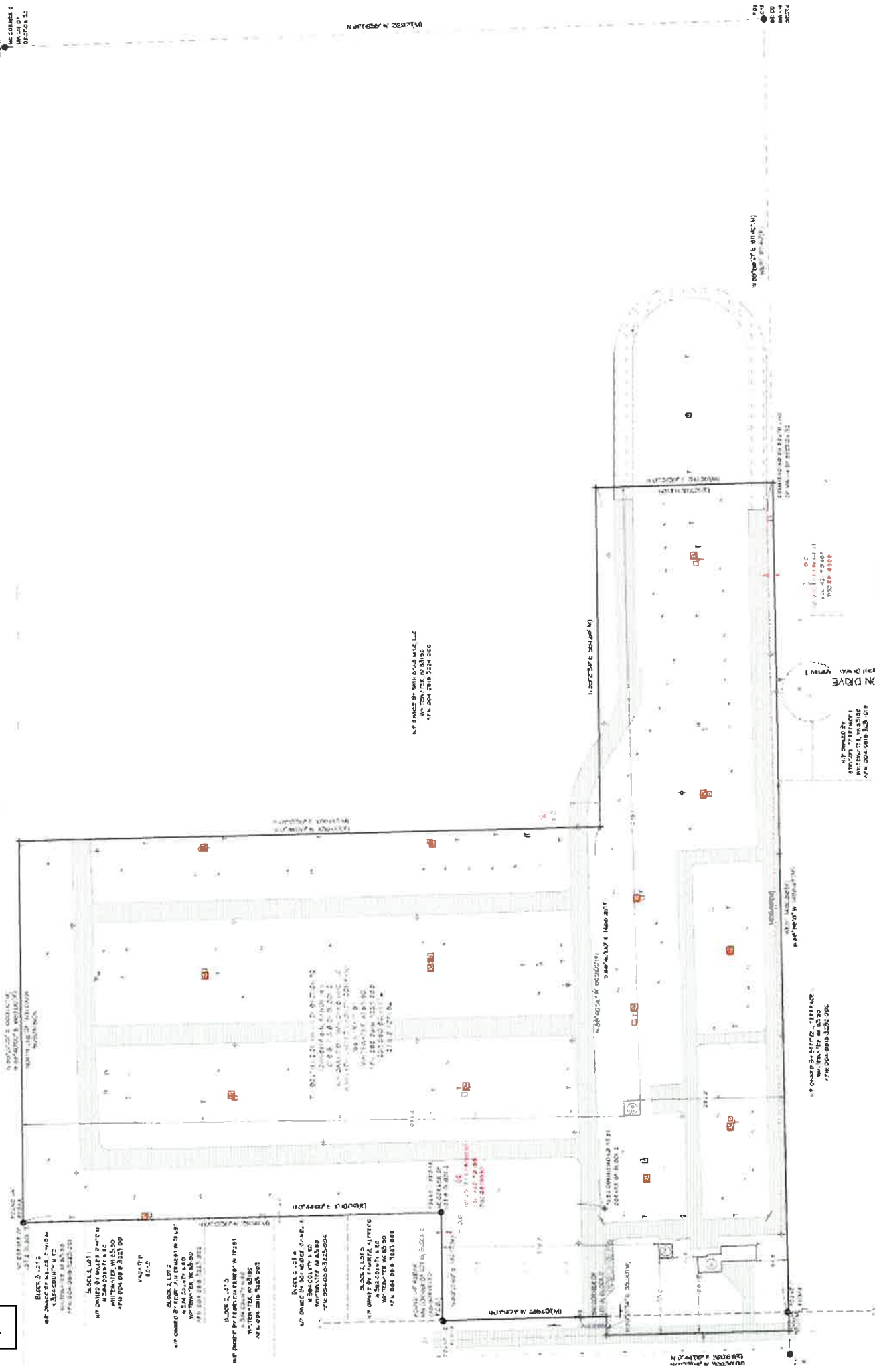
STAFF RECOMMENDATION

Council shall determine how to proceed with the pending license renewal, and determine course of action for pending and ongoing violations.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

Twin Oaks Mobile Home License Renewal Paperwork



A PIECE OF LAND LOTS 6, 7, AND 8 IN BLOCK 2 OF TOWN D BEING AND A PART OF LOTS 15 OF THE NORTHWEST 1/4

Twin Oak Tenants

Tenant	Address	City	State	Postal Code	Unit	# of occupants
Hailey Firkus	755 N. Tratt St., Lot 9 Whitewater, WI 53190	Whitewater	WI	53190	9	2
Cheryl Durkee	755 N. Tratt St., Lot 18 Whitewater, WI 53190	Whitewater	WI	53190	18	2
Gavin Scott	755 N. Tratt St., Lot 33 Whitewater, WI 53190	Whitewater	WI	53190	33	3
Concepcion Ramirez	755 N. Tratt St., Lot 34 Whitewater, WI 53190	Whitewater	WI	53190	34	1
Aleida Cardenas	755 N. Tratt St., Lot 35 Whitewater, WI 53190	Whitewater	WI	53190	35	1
Llandel Medina	755 N. Tratt St., Lot 36A Whitewater, WI 53190	Whitewater	WI	53190	36A	3
Keling González Duarte	755 N. Tratt St., Lot 36B Whitewater, WI 53190	Whitewater	WI	53190	36B	3
Fatima Ayala	755 N. Tratt St., Lot 37 Whitewater, WI 53190	Whitewater	WI	53190	37	2
Rosalinda Hernandez	755 N. Tratt St., Lot 38 Whitewater, WI 53190	Whitewater	WI	53190	38	3
Ada Gamez	755 N. Tratt St., Lot 72 Whitewater, WI 53190	Whitewater	WI	53190	39	2
Gage Vazquez	755 N. Tratt St., Lot 40 Whitewater, WI 53190	Whitewater	WI	53190	40	3
Kimberly Powell-Farage	755 N. Tratt St., Lot 41 Whitewater, WI 53190	Whitewater	WI	53190	41	1
Enia Lagos	755 N. Tratt St., Lot 42 Whitewater, WI 53190	Whitewater	WI	53190	42	2
Enia Lagos	755 N. Tratt St., Lot 43 Whitewater, WI 53190	Whitewater	WI	53190	43	2
Elvin Rosales	755 N. Tratt St., Lot 44 Whitewater, WI 53190	Whitewater	WI	53190	44	4
Marlon Gonzalez	755 N. Tratt St., Lot 45 Whitewater, WI 53190	Whitewater	WI	53190	45	2
Benito Payan	755 N. Tratt St., Lot 46 Whitewater, WI 53190	Whitewater	WI	53190	46	2
Jorge Cortez	755 N. Tratt St., Lot 47 Whitewater, WI 53190	Whitewater	WI	53190	47	3
Jose Soto	755 N. Tratt St., Lot 48 Whitewater, WI 53190	Whitewater	WI	53190	48	2
Natanel Ramos	755 N. Tratt St., Lot 50 Whitewater, WI 53190	Whitewater	WI	53190	50	3
Tony Cardenas	755 N. Tratt St., Lot 52 Whitewater, WI 53190	Whitewater	WI	53190	52	2
Yessenia Gamez Gutierrez	755 N. Tratt St., Lot 54 Whitewater, WI 53190	Whitewater	WI	53190	54	5
Hugo Portales	755 N. Tratt St., Lot 55 Whitewater, WI 53190	Whitewater	WI	53190	55	5
Maria Alaniz	755 N. Tratt St., Lot 56 Whitewater, WI 53190	Whitewater	WI	53190	56	5
Miriam Bonilla González	755 N. Tratt St., Lot 57 Whitewater, WI 53190	Whitewater	WI	53190	57	4
Jessica Cruz	755 N. Tratt St., Lot 58 Whitewater, WI 53190	Whitewater	WI	53190	58	5
Norma Urbina Tenorio	755 N. Tratt St., Lot 59 Whitewater, WI 53190	Whitewater	WI	53190	59	2
Mike Prostek	755 N. Tratt St., Lot 60 Whitewater, WI 53190	Whitewater	WI	53190	60	2
Benjamin Franklin	755 N. Tratt St., Lot 61 Whitewater, WI 53190	Whitewater	WI	53190	61	1

Angelica Perez	755 N. Tratt St., Lot 62 Whitewater, WI 53190	Whitewater	WI	53190	62	3
Windy Medina	755 N. Tratt St., Lot 63 Whitewater, WI 53190	Whitewater	WI	53190	63	4
Zyanya Vazquez	755 N. Tratt St., Lot 65 Whitewater, WI 53190	Whitewater	WI	53190	65	2
Lesbi Agurcia	755 N. Tratt St., Lot 66 Whitewater, WI 53190	Whitewater	WI	53190	66	3
Pike Pike	755 N. Tratt St., Lot 67 Whitewater, WI 53190	Whitewater	WI	53190	67	1
Warren Miller	755 N. Tratt St., Lot 68 Whitewater, WI 53190	Whitewater	WI	53190	68	1
Shirley Sweno	755 N. Tratt St., Lot 69 Whitewater, WI 53190	Whitewater	WI	53190	69	1
Santo Castro	755 N. Tratt St., Lot 70 Whitewater, WI 53190	Whitewater	WI	53190	70	3
Brenda Shulka	755 N. Tratt St., Lot 71 Whitewater, WI 53190	Whitewater	WI	53190	71	4
Balbina Bello Vega	755 N. Tratt St., Lot 72 Whitewater, WI 53190	Whitewater	WI	53190	72	2
Denice Lopez	755 N. Tratt St., Lot 73 Whitewater, WI 53190	Whitewater	WI	53190	73	2
Ross Contreras	755 N. Tratt St., Lot 74 Whitewater, WI 53190	Whitewater	WI	53190	74	4
Kendra Lozano	755 N. Tratt St., Lot 75 Whitewater, WI 53190	Whitewater	WI	53190	75	1
Cheyenne Cruz	755 N. Tratt St., Lot 76 Whitewater, WI 53190	Whitewater	WI	53190	76	3
Linda Zeh-Faultersack	755 N. Tratt St., Lot 77 Whitewater, WI 53190	Whitewater	WI	53190	77	2
Marcia Andrade	755 N. Tratt St., Lot 78 Whitewater, WI 53190	Whitewater	WI	53190	78	3
Jose Hernandez	755 N. Tratt St., Lot 79 Whitewater, WI 53190	Whitewater	WI	53190	79	2
Jesus Ortega	755 N. Tratt St., Lot 80 Whitewater, WI 53190	Whitewater	WI	53190	80	1
Madeline Villanueva	755 N. Tratt St., Lot 81 Whitewater, WI 53190	Whitewater	WI	53190	81	3
Jaslynn Cervantes	755 N. Tratt St., Lot 82 Whitewater, WI 53190	Whitewater	WI	53190	82	7
Luis Manuel	755 N. Tratt St., Lot 83 Whitewater, WI 53190	Whitewater	WI	53190	83	2
Pedro Gutierrez	755 N. Tratt St., Lot 84 Whitewater, WI 53190	Whitewater	WI	53190	84	5
Cesar Ochoa	755 N. Tratt St., Lot 85 Whitewater, WI 53190	Whitewater	WI	53190	85	2
Baldemar Verduzco	755 N. Tratt St., Lot 86 Whitewater, WI 53190	Whitewater	WI	53190	86	3
Berta Gonzalez	755 N. Tratt St., Lot 87 Whitewater, WI 53190	Whitewater	WI	53190	87	2
Alaeddine and Elsa Megdal	755 N. Tratt St., Lot 88 Whitewater, WI 53190	Whitewater	WI	53190	88	3
David Goodger	755 N. Tratt St., Lot 89 Whitewater, WI 53190	Whitewater	WI	53190	89	2
Luis Gámez	755 N. Tratt St., Lot 90 Whitewater, WI 53190	Whitewater	WI	53190	90	4
Fern Rasmussen	755 N. Tratt St., Lot 91 Whitewater, WI 53190	Whitewater	WI	53190	91	1
Olson Douglas	755 N. Tratt St., Lot 92 Whitewater, WI 53190	Whitewater	WI	53190	92	1
Samantha LaBreche	755 N. Tratt St., Lot 93 Whitewater, WI 53190	Whitewater	WI	53190	93	2
Felipe Oporta	755 N. Tratt St., Lot 94 Whitewater, WI 53190	Whitewater	WI	53190	94	4
Danny Pease	755 N. Tratt St., Lot 95 Whitewater, WI 53190	Whitewater	WI	53190	95	1

Cricia Hoffman	755 N. Tratt St., Lot 96 Whitewater, WI 53190	Whitewater	WI	53190	96	2
Carlos Servin Olalde	755 N. Tratt St., Lot 97 Whitewater, WI 53190	Whitewater	WI	53190	97	2
Logan Robb	755 N. Tratt St., Lot 98 Whitewater, WI 53190	Whitewater	WI	53190	98	3
Kayla Kohlman	755 N. Tratt St., Lot 99 Whitewater, WI 53190	Whitewater	WI	53190	99	2
Adolfo Acosta	755 N. Tratt St., Lot 100 Whitewater, WI 53190	Whitewater	WI	53190	100	2
Chryssa Tipton	755 N. Tratt St., Lot 101 Whitewater, WI 53190	Whitewater	WI	53190	101	4
Barbara Taylor	755 N. Tratt St., Lot 102 Whitewater, WI 53190	Whitewater	WI	53190	102	6
Maria Linares	755 N. Tratt St., Lot 103 Whitewater, WI 53190	Whitewater	WI	53190	103	2
Francisco Rojas	755 N. Tratt St. Lot 104 Whitewater, WI 53190	Whitewater	WI	53190	104	3
Carlos Gonzales Rizo	755 N. Tratt St., Lot 105 Whitewater, WI 53190	Whitewater	WI	53190	105	2
Mark Clint	755 N. Tratt St., Lot 106 Whitewater, WI 53190	Whitewater	WI	53190	106	1
Alicia Zamora	755 N. Tratt St., Lot 107 Whitewater, WI 53190	Whitewater	WI	53190	107	2
Anita Rosales	755 N. Tratt St., Lot 108 Whitewater, WI 53190	Whitewater	WI	53190	108	1
Frank Rowe	755 N. Tratt St., Lot 109 Whitewater, WI 53190	Whitewater	WI	53190	109	4
Steven Risley	755 N. Tratt St., Lot 110 Whitewater, WI 53190	Whitewater	WI	53190	110	1
Alejandra Rodriguez	755 N. Tratt St., Lot 111 Whitewater, WI 53190	Whitewater	WI	53190	111	3
Alejandra Flores	755 N. Tratt St., Lot 112 Whitewater, WI 53190	Whitewater	WI	53190	112	4
David Varsos	755 N. Tratt St., Lot 113 Whitewater, WI 53190	Whitewater	WI	53190	113	1
Luz Rodriguez	755 N. Tratt St., Lot 114 Whitewater, WI 53190	Whitewater	WI	53190	114	3
Jose Servin	755 N. Tratt St., Lot 115 Whitewater, WI 53190	Whitewater	WI	53190	115	5
Carlos Servin Olalde	755 N. Tratt St., Lot 116 Whitewater, WI 53190	Whitewater	WI	53190	116	2
Maria Servin	755 N. Tratt St., Lot 117 Whitewater, WI 53190	Whitewater	WI	53190	117	1
Dylan Piepiora	755 N. Tratt St., Lot 118 Whitewater, WI 53190	Whitewater	WI	53190	118	2
Ariel Urban	755 N. Tratt St., Lot 119 Whitewater, WI 53190	Whitewater	WI	53190	119	4
Leonel Martinez	755 N. Tratt St., Lot 120 Whitewater, WI 53190	Whitewater	WI	53190	120	2
Joseph Ludeman	755 N. Tratt St., Lot 122 Whitewater, WI 53190	Whitewater	WI	53190	122	1
Enrique Castillanos	755 N. Tratt St., Lot 123 Whitewater, WI 53190	Whitewater	WI	53190	123	4
Esmeralda Avila	755 N. Tratt St., Lot 124 Whitewater, WI 53190	Whitewater	WI	53190	124	4
Imelda Lopez Martinez	755 N. Tratt St., Lot 125 Whitewater, WI 53190	Whitewater	WI	53190	125	2
Cora Ludeman	755 N. Tratt St., Lot 126 Whitewater, WI 53190	Whitewater	WI	53190	126	1
Juan Jose Salazar	755 N. Tratt St., Lot 127 Whitewater, WI 53190	Whitewater	WI	53190	127	3
Jay Schwerman Jr.	755 N. Tratt St., Lot 128 Whitewater, WI 53190	Whitewater	WI	53190	128	1
Christopher Tiffany	755 N. Tratt St., Lot 129 Whitewater, WI 53190	Whitewater	WI	53190	129	1

Dionisio Campos	755 N. Tratt St., Lot 130 Whitewater, WI 53190	Whitewater	WI	53190	130	4
Elvira Alvizar	755 N. Tratt St., Lot 131 Whitewater, WI 53190	Whitewater	WI	53190	131	2
Cathleen Guckenburg	755 N. Tratt St., Lot 132 Whitewater, WI 53190	Whitewater	WI	53190	132	1
Roy Castanon	755 N. Tratt St., Lot 133 Whitewater, WI 53190	Whitewater	WI	53190	133	1
Erica Rheingans	755 N. Tratt St., Lot 134 Whitewater, WI 53190	Whitewater	WI	53190	134	2
Shantel Boss	755 N. Tratt St., Lot 135 Whitewater, WI 53190	Whitewater	WI	53190	135	5
Cosme Barojas	755 N. Tratt St., Lot 136 Whitewater, WI 53190	Whitewater	WI	53190	136	1
Marcela Valadez	755 N. Tratt St., Lot 137 Whitewater, WI 53190	Whitewater	WI	53190	137	1
Angel Colorada Mata	755 N. Tratt St., Lot 138 Whitewater, WI 53190	Whitewater	WI	53190	138	3
Selena Mendoza	755 N. Tratt St., Lot 139 Whitewater, WI 53190	Whitewater	WI	53190	139	5
Kathleen Orndorf	755 N. Tratt St., Lot 140 Whitewater, WI 53190	Whitewater	WI	53190	140	3
Vicente Soto	755 N. Tratt St., Lot 141 Whitewater, WI 53190	Whitewater	WI	53190	141	1
Manuel Aranda Jaramillo	755 N. Tratt St., Lot 142 Whitewater, WI 53190	Whitewater	WI	53190	142	2
Jeanene Engelhardt	755 N. Tratt St., Lot 143 Whitewater, WI 53190	Whitewater	WI	53190	143	2
Paula Velasco Martinez	755 N. Tratt St., Lot 144 Whitewater, WI 53190	Whitewater	WI	53190	144	3
Monique Espinoza	755 N. Tratt St., Lot 145 Whitewater, WI 53190	Whitewater	WI	53190	145	3
Martin Gomez	1026 1/2 Whitewater Ave Fort Atkinson, WI 53538	Fort Atkinson	WI	53538	146	1
Alejandro Velazquez	755 N. Tratt St., Lot 147 Whitewater, WI 53190	Whitewater	WI	53190	147	3
Richard Alwin	755 N. Tratt St., Lot 148 Whitewater, WI 53190	Whitewater	WI	53190	148	1
Dennis Hansen	755 N. Tratt St., Lot 149 Whitewater, WI 53190	Whitewater	WI	53190	149	1
Evelyn Portman	755 N. Tratt St., Lot 150 Whitewater, WI 53190	Whitewater	WI	53190	150	1
Gabriela Navejas	755 N. Tratt St., Lot 151 Whitewater, WI 53190	Whitewater	WI	53190	151	2
Erin Sennett	755 N. Tratt St., Lot 152 Whitewater, WI 53190	Whitewater	WI	53190	152	2
Raul Bayona Silva	755 N. Tratt St., Lot 153 Whitewater, WI 53190	Whitewater	WI	53190	153	1
Alondra Verduzco Mendez	755 N. Tratt St., Lot 154 Whitewater, WI 53190	Whitewater	WI	53190	154	2
Rafael Villegas Barajas	755 N. Tratt St., Lot 155 Whitewater, WI 53190	Whitewater	WI	53190	155	1
Matthew Marcuccilli	755 N. Tratt St., Lot 156 Whitewater, WI 53190	Whitewater	WI	53190	156	2
Raul Bayona Silva	755 N. Tratt St., Lot 157 Whitewater, WI 53190	Whitewater	WI	53190	157	1
Gilbert Hernandez	755 N. Tratt St., Lot 158 Whitewater, WI 53190	Whitewater	WI	53190	158	2
Yuri Porras	755 N. Tratt St., Lot 159 Whitewater, WI 53190	Whitewater	WI	53190	159	1
Karen Meyer	755 N. Tratt St., Lot 160 Whitewater, WI 53190	Whitewater	WI	53190	160	2
Jaime Mendez Cortes	755 N. Tratt St., Lot 161 Whitewater, WI 53190	Whitewater	WI	53190	161	2
Angelica Barajas	755 N. Tratt St., Lot 162 Whitewater, WI 53190	Whitewater	WI	53190	162	1

Marvin Kloskowski	755 N. Tratt St., Lot 163 Whitewater, WI 53190	Whitewater	WI	53190	163	2
Carlos Servin Olalde	755 N. Tratt St., Lot 164 Whitewater, WI 53190	Whitewater	WI	53190	164	1
Neal Marshall	755 N. Tratt St., Lot 165 Whitewater, WI 53190	Whitewater	WI	53190	165	1
Yazareth Lozano	755 N. Tratt St., Lot 166 Whitewater, WI 53190	Whitewater	WI	53190	166	2
Phillip Crossen	755 N. Tratt St., Lot 167 Whitewater, WI 53190	Whitewater	WI	53190	167	2
Maria Vidales Nunez	755 N. Tratt St., Lot 168 Whitewater, WI 53190	Whitewater	WI	53190	168	2
Shawn Gerke	755 N. Tratt St., Lot 169 Whitewater, WI 53190	Whitewater	WI	53190	169	2
Ana Isabel Garcia	755 N. Tratt St., Lot 170 Whitewater, WI 53190	Whitewater	WI	53190	170	3
Francisco Villegas	755 N. Tratt St., Lot 171 Whitewater, WI 53190	Whitewater	WI	53190	171	3
Wilber Copeland	755 N. Tratt St., Lot 172 Whitewater, WI 53190	Whitewater	WI	53190	172	2
Maria Falcon	755 N. Tratt St., Lot 173 Whitewater, WI 53190	Whitewater	WI	53190	173	2
Ruth Ortiz	755 N. Tratt St., Lot 174 Whitewater, WI 53190	Whitewater	WI	53190	174	2
Karina Morales Alonso	755 N. Tratt St., Lot 175 Whitewater, WI 53190	Whitewater	WI	53190	175	5
Elder Montenegro Talavera	755 N. Tratt St., Lot 176 Whitewater, WI 53190	Whitewater	WI	53190	176	4
Maria Rivera	755 N. Tratt St., Lot 177 Whitewater, WI 53190	Whitewater	WI	53190	177	5
Kurt Wallace	755 N. Tratt St., Lot 178 Whitewater, WI 53190	Whitewater	WI	53190	178	2
Yesenia Aranda Valadez	755 N. Tratt St., Lot 179 Whitewater, WI 53190	Whitewater	WI	53190	179	1
Christine Tharinger	755 N. Tratt St., Lot 180 Whitewater, WI 53190	Whitewater	WI	53190	180	2
Suzanne Heiman	755 N. Tratt St., Lot 181 Whitewater, WI 53190	Whitewater	WI	53190	181	1
Connie Houk	755 N. Tratt St., Lot 182 Whitewater, WI 53190	Whitewater	WI	53190	182	1
Saba Espineira	755 N. Tratt St., Lot 183 Whitewater, WI 53190	Whitewater	WI	53190	183	1
Sonia Macias	755 N. Tratt St., Lot 184 Whitewater, WI 53190	Whitewater	WI	53190	184	1
Felipe Martinez	755 N. Tratt St., Lot 185 Whitewater, WI 53190	Whitewater	WI	53190	185	2
Timothy Thompson	755 N. Tratt St., Lot 186 Whitewater, WI 53190	Whitewater	WI	53190	186	2
Sonia Macias	755 N. Tratt St., Lot 187 Whitewater, WI 53190	Whitewater	WI	53190	187	1
Carlos De Jesus Perez	755 N. Tratt St., Lot 188 Whitewater, WI 53190	Whitewater	WI	53190	188	3
Natasha Gutzmer	755 N. Tratt St., Lot 189 Whitewater, WI 53190	Whitewater	WI	53190	189	2
Maria Martinez	755 N. Tratt St., Lot 190 Whitewater, WI 53190	Whitewater	WI	53190	190	5
Frank Brunette	755 N. Tratt St., Lot 191 Whitewater, WI 53190	Whitewater	WI	53190	191	2
Pedro Alvarez	755 N. Tratt St., Lot 192 Whitewater, WI 53190	Whitewater	WI	53190	192	1
Ricardo Marques Montolla	755 N. Tratt St., Lot 193 Whitewater, WI 53190	Whitewater	WI	53190	193	3
Linda Green	755 N. Tratt St., Lot 194 Whitewater, WI 53190	Whitewater	WI	53190	194	1
Pahola Hayes	755 N. Tratt St., Lot 195 Whitewater, WI 53190	Whitewater	WI	53190	195	5

Luis Navajas	755 N. Tratt St., Lot 196 Whitewater, WI 53190	Whitewater	WI	53190	196	2
Craig Kircher	755 N. Tratt St., Lot 197 Whitewater, WI 53190	Whitewater	WI	53190	197	2
Tommy Thompson	755 N. Tratt St., Lot 198 Whitewater, WI 53190	Whitewater	WI	53190	198	2
Antonio Gomez	755 N. Tratt St., Lot 199 Whitewater, WI 53190	Whitewater	WI	53190	199	4
Juana Escobar	755 N. Tratt St., Lot 200 Whitewater, WI 53190	Whitewater	WI	53190	200	4
Jesus Serna	755 N. Tratt St., Lot 201 Whitewater, WI 53190	Whitewater	WI	53190	201	2
Yazmine Ordaz	755 N. Tratt St., Lot 202 Whitewater, WI 53190	Whitewater	WI	53190	202	2
Ana Maria Aranda	755 N. Tratt St., Lot 203 Whitewater, WI 53190	Whitewater	WI	53190	203	3
Jasmin Vargas	755 N. Tratt St., Lot 204 Whitewater, WI 53190	Whitewater	WI	53190	204	3
Victor Torrel	755 N. Tratt St., Lot 205 Whitewater, WI 53190	Whitewater	WI	53190	205	3
Adriana Mendoza	755 N. Tratt St., Lot 206 Whitewater, WI 53190	Whitewater	WI	53190	206	3
Jesse Taylor	755 N. Tratt St., Lot 207 Whitewater, WI 53190	Whitewater	WI	53190	207	1
Roberto Soto	755 N. Tratt St., Lot 208 Whitewater, WI 53190	Whitewater	WI	53190	208	2
Gerardo Rodriguez	755 N. Tratt St., Lot 209 Whitewater, WI 53190	Whitewater	WI	53190	209	2
Rosario Rodriguez	755 N. Tratt St., Lot 210 Whitewater, WI 53190	Whitewater	WI	53190	210	2
Veronica Epinoza	755 N. Tratt St., Lot 211 Whitewater, WI 53190	Whitewater	WI	53190	211	2
Dora Alica DelaPortilla	755 N. Tratt St., Lot 213 Whitewater, WI 53190	Whitewater	WI	53190	213	4
Carlos Servin Olalde	755 N. Tratt St., Lot 214 Whitewater, WI 53190	Whitewater	WI	53190	214	2
John Rowe	755 N. Tratt St., Lot 215 Whitewater, WI 53190	Whitewater	WI	53190	215	1
Veronica Soto	755 N. Tratt St., Lot 216 Whitewater, WI 53190	Whitewater	WI	53190	216	3
Rosanna Contreras	755 N. Tratt St., Lot 217 Whitewater, WI 53190	Whitewater	WI	53190	217	2
Octavio Navejas	755 N. Tratt St., Lot 218 Whitewater, WI 53190	Whitewater	WI	53190	218	4
Dolores Arredondo	755 N. Tratt St., Lot 219 Whitewater, WI 53190	Whitewater	WI	53190	219	1
Luis Ramirez	755 N. Tratt St., Lot 220 Whitewater, WI 53190	Whitewater	WI	53190	220	4
Gregory Schabow	1203 Drake Street Jamesville, WI 53546	Jamesville	WI	53546	221	3
Gerson Garcia	755 N. Tratt St., Lot 222 Whitewater, WI 53190	Whitewater	WI	53190	222	1
Wayne Laskowski	755 N. Tratt St., Lot 223 Whitewater, WI 53190	Whitewater	WI	53190	223	3
David Thomas Kohn	755 N. Tratt St., Lot 224 Whitewater, WI 53190	Whitewater	WI	53190	224	1
Rosa Cabral	755 N. Tratt St., Lot 225 Whitewater, WI 53190	Whitewater	WI	53190	225	4
Sonia Soto	755 N. Tratt St., Lot 226 Whitewater, WI 53190	Whitewater	WI	53190	226	2
Brenda Rodriguez	755 N. Tratt St., Lot 227 Whitewater, WI 53190	Whitewater	WI	53190	227	2
Maria Jaime	755 N. Tratt St., Lot 228 Whitewater, WI 53190	Whitewater	WI	53190	228	3
Ricardo Lopez	755 N. Tratt St., Lot 229 Whitewater, WI 53190	Whitewater	WI	53190	229	1

Rebecca Wetter	755 N. Tratt St., Lot 230 Whitewater, WI 53190	Whitewater	WI	53190	230	2
Eva Falcon	755 N. Tratt St., Lot 231 Whitewater, WI 53190	Whitewater	WI	53190	231	2
Shawnta Dill	755 N. Tratt St., Lot 232 Whitewater, WI 53190	Whitewater	WI	53190	232	6
William Pedraza	755 N. Tratt St., Lot 233 Whitewater, WI 53190	Whitewater	WI	53190	233	5
Maria Landero Rayo	755 N. Tratt St., Lot 234 Whitewater, WI 53190	Whitewater	WI	53190	234	1
Leydis Lopez	755 N. Tratt St., Lot 235 Whitewater, WI 53190	Whitewater	WI	53190	235	6
Jose Sencion	755 N. Tratt St., Lot 236 Whitewater, WI 53190	Whitewater	WI	53190	236	3
Yoana Favela	755 N. Tratt St., Lot 237 Whitewater, WI 53190	Whitewater	WI	53190	237	5
Sarah Downs	755 N. Tratt St., Lot 238 Whitewater, WI 53190	Whitewater	WI	53190	238	5
Perla Karina Robledo Martin	755 N. Tratt St., Lot 239 Whitewater, WI 53190	Whitewater	WI	53190	239	3
Maria Cruz Natividad	755 N. Tratt St., Lot 241 Whitewater, WI 53190	Whitewater	WI	53190	240	2
Pascasio Martinez	755 N. Tratt St., Lot 241 Whitewater, WI 53190	Whitewater	WI	53190	241	2
Betsy Vazquez	755 N. Tratt St., Lot 242 Whitewater, WI 53190	Whitewater	WI	53190	242	5
Keyla Garcia	755 N. Tratt St., Whitewater, WI 53190	Whitewater	WI	53190	SFH,SFH-TO	5



CITY OF WHITEWATER
APPLICATION FOR MOBILE HOME PARK PERMIT

For year beginning June 1, 2024 _____ and ending May 31, 2025 _____

NAME OF OWNER: Twin Oaks WI LLC _____

ADDRESS: 1450 W Peachtree St NW #200 PMB 99344, Atlanta, GA, 30309 _____

DATE OF BIRTH: _____ NA _____ PLACE OF BIRTH: _____ NA _____

NAME OF MOBILE HOME PARK: Twin Oaks _____

NAME OF AGENT RESPONSIBLE FOR CONSTRUCTION OR MAINTENANCE

(Owner): Twin Oaks WI LLC _____

NO. OF INDEPENDENT UNITS: 210 _____ DEPENDENT UNITS: 0 _____

FEE TO ACCOMPANY APPLICATION @ \$2 PER UNIT \$482 _____

FEE PAID ON _____
City Clerk

SURETY BOND ATTACHED IN THE AMOUNT OF \$500 \$4,200 AS REQUIRED BY 5.36.050(b).
See receipt for payment attached. Will send certificate once it is received in about one week.

ATTACHED LEGAL DESCRIPTION: See attached "Schedule 1"

CITY ZONING AREA: R-4 Mobile Home

OTHER INFORMATION REQUIRED BY 5.36.050(c) ATTACHED?

Please find attached:

Scale drawing with required information – no changes made nor proposed changes since initial application
Emergency Management Plan

Compliance with Existing Fire Code

Identifying and Maintaining Adequate Bus Stops

Street Width and Lighting for Emergency Vehicle Access and School Bus Transportation

Attached rent roll – contains name & address/lot number of each owner/occupant

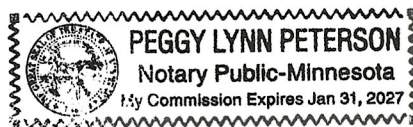
Approximate number of school aged kids residing in the park: *Currently being collected*

SH, Samantha Haseltine, Agent
OWNER

Subscribed and sworn to
Before me this 28th day of
March, 2024.

Peggy Lynn Peterson

NOTARY PUBLIC or CITY CLERK
Walworth/Jefferson County
My commission expires Jan 31, 2027



Updated 2013-1109 by City Clerk

SCHEDULE "1"

A parcel of land located in the South 1/2 of the Northwest 1/4 of Section 32, Township 5 North, Range 15 East, City of Whitewater, Jefferson County, Wisconsin, more particularly described as follows:

Commencing on the South line of the Northwest 1/4 of Section 32 at a point 811.40 feet West of the Southeast corner of the Northwest 1/4 of said Section 32; thence continuing along said South line West, 1490.86 feet to the center line of County Trunk "N"; thence North 0° 44' East, 320.61 feet; thence South 88° 40' East, 1486.95 feet; thence South 302.21 feet to the point of beginning.

ALSO commencing at the Southeast corner of Block 2 of Twin Oaks Subdivision located in the Southwest 1/2 of the Northwest 1/4 of Section 32, Township 5 North, Range 15 East of the 4th P.M. City of Whitewater, Jefferson County, Wisconsin; thence North 0° 44' East 1016.00 feet along the East line of said Twin Oaks Subdivision to the Northeast corner of Block 3 of said Twin Oaks Subdivision; thence South 88° 40' East 669.00 feet to a point; thence South 0° 44' West 1016.00 feet to a point; thence North 88° 40' West 669.00 feet to the place of beginning.

ALSO Lots 6, 7, and 8 in Block 2 of Twin Oaks Subdivision, City of Whitewater, Jefferson County, Wisconsin.

TOGETHER WITH the benefits of a Reciprocal Access Easement providing pedestrian and vehicular ingress and egress over a private road crossing over adjoining premises, dated 10/19, 2020 and recorded in the Public Land Records of Jefferson County, Wisconsin on _____, 2020 as Document No. _____.

TRATT ST

YOU ARE
HERE

216	215	214	213	212	211	210	209	208	207	206	205	204				
231	230	229	228	227	226	225	224	223	222	221	220	219	218			
50	49	48	47	46	45	44	43	42	41	40	39	38	37	36		
8	7	6	5	4	3	2	1	24	23	22	21	20	19	18	17	
16	15	14	13	12	11	10	9	32	31	30	29	28	27	26	25	
217	67	66	65	64	63	62	61	60	59	58	57	56	55	54	53	52

68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88																			
109	89	110	90	111	91	112	92	113	93	114	94	115	95	116	96	117	97	118	98	119	99	120	100	121	101	122	102	123	103	124	104	125	105	126	106	127	107	128	108
149	129	150	130	151	131	152	132	153	133	154	134	155	135	156	136	157	137	158	138	159	139	160	140	161	141	162	142	163	143	164	144	165	145	166	146	167	147	168	148
169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	203	202	201	200	199	198	197	196	195	194	193	192	191	190	189					

removal
1/20/21

Twin Oaks

Dennis\w\Publisher\Map Sewer
 Please report any changes or corrections
 to the office. Printed app. 9/22/16

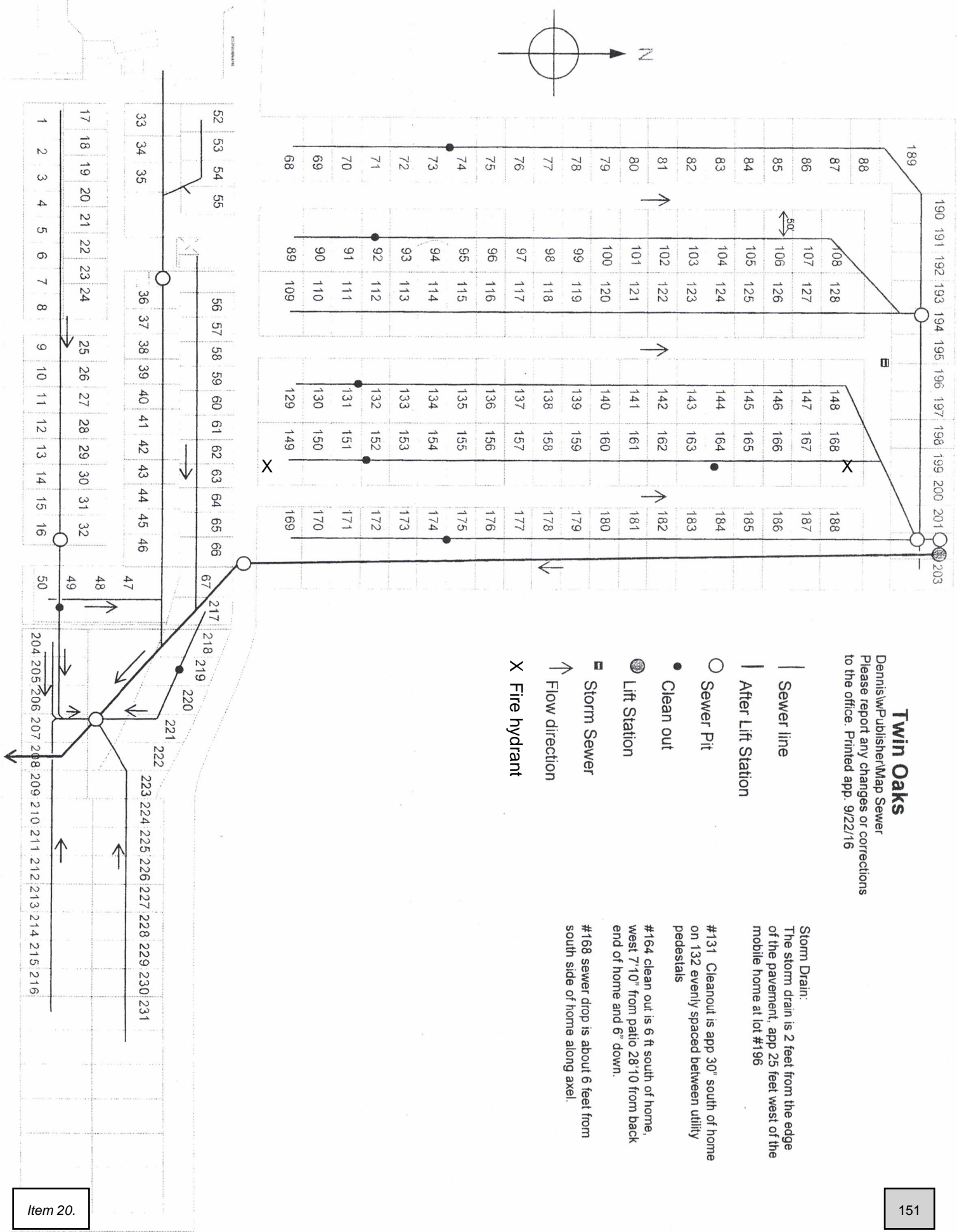
Storm Drain:
 The storm drain is 2 feet from the edge
 of the pavement, app 25 feet west of the
 mobile home at lot #196

#131 Cleanout is app 30" south of home
 on 132 evenly spaced between utility
 pedestals

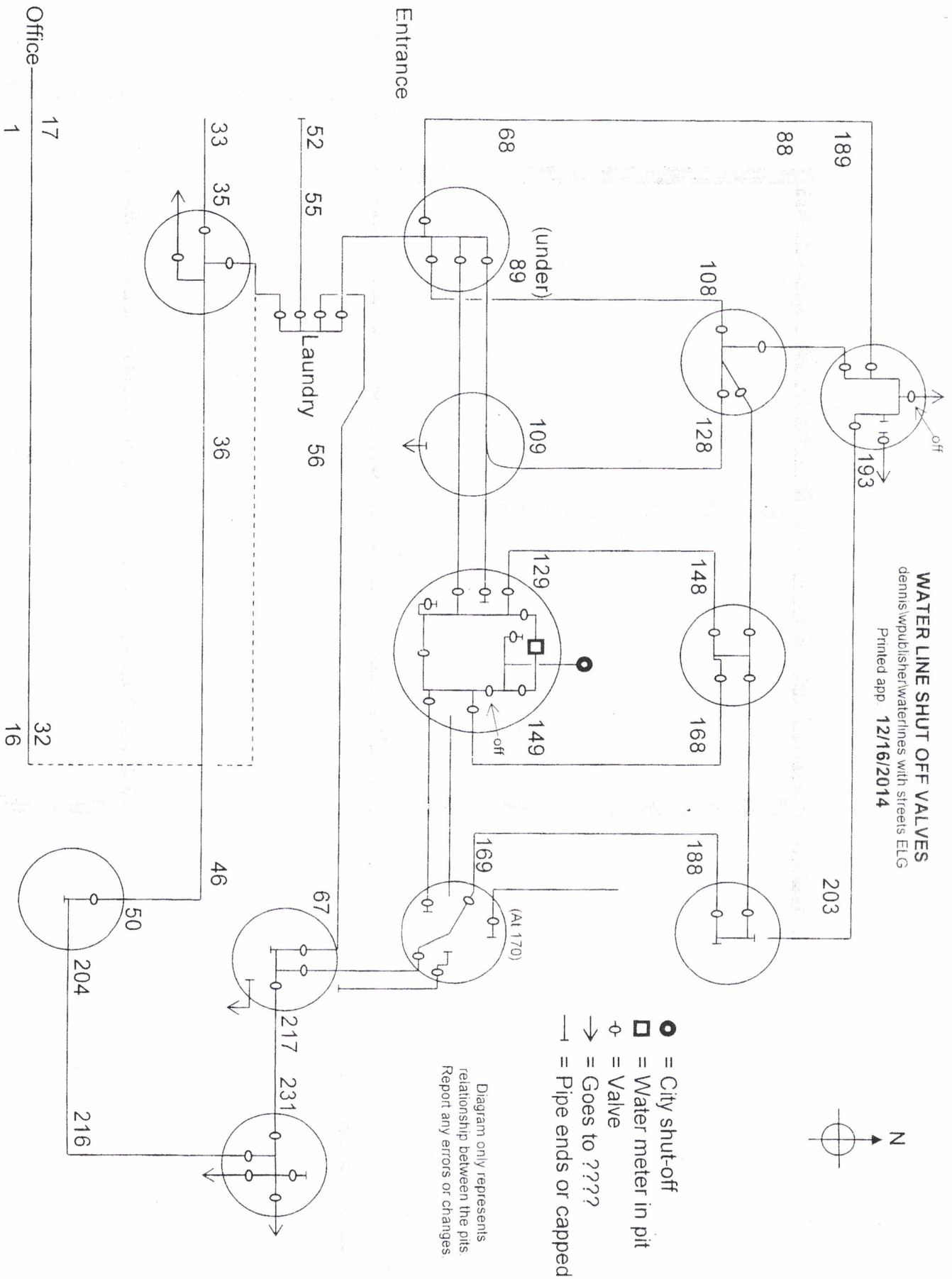
#164 clean out is 6 ft south of home,
 west 7'10" from patio 28'10 from back
 end of home and 6" down.

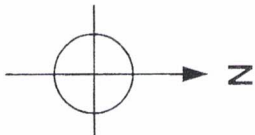
#168 sewer drop is about 6 feet from
 south side of home along axel.

- Sewer Pit
- Clean out
- Lift Station
- ▢ Storm Sewer
- ↖ Flow direction
- X Fire hydrant

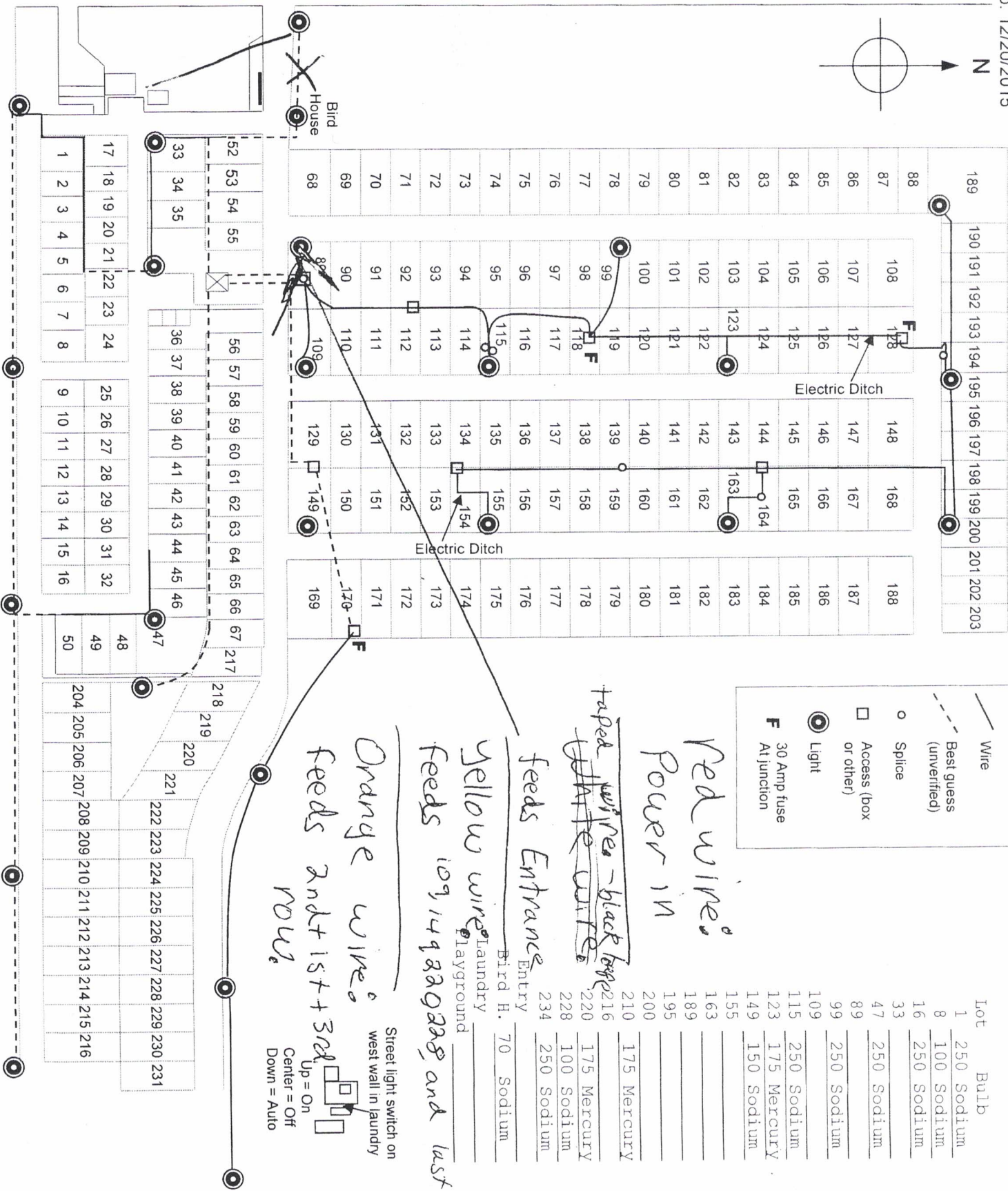


WATER LINE SHUT OFF VALVES
 dennis\wpublisher\waterlines with streets ELC
 Printed app 12/16/2014





Traff Street



—	Wire
- - -	Best guess (unverified)
○	Splice
□	Access (box or other)
⊙	Light
F	30 Amp fuse At junction

- | Lot | Bulb |
|---------------|-------------|
| 1 | 250 Sodium |
| 8 | 100 Sodium |
| 16 | 250 Sodium |
| 33 | 250 Sodium |
| 47 | 250 Sodium |
| 89 | 250 Sodium |
| 99 | 250 Sodium |
| 109 | 250 Sodium |
| 115 | 250 Sodium |
| 123 | 175 Mercury |
| 149 | 150 Sodium |
| 155 | 175 Mercury |
| 163 | 175 Mercury |
| 189 | 175 Mercury |
| 195 | 175 Mercury |
| 200 | 175 Mercury |
| 210 | 175 Mercury |
| 216 | 175 Mercury |
| 220 | 175 Mercury |
| 228 | 100 Sodium |
| 234 | 250 Sodium |
| Bird H. Entry | 70 Sodium |
| Laundry | 70 Sodium |
| Layground | 70 Sodium |
- taped wires - black paper*
- White wire*
- Red wire Powers in*
- feeds Entrance*
- Yellow wire Laundry*
- feeds 109, 149, 228, 229, and last one*
- Orange wire feeds 2nd + 1st + 3rd now*
- Street light switch on west wall in laundry
 Up = On
 Center = Off
 Down = Auto

MERCHANTS BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

CONTINUATION CERTIFICATE (to be filed with the obligee)

100121249 \$500 Mobile Home Park Operator
BOND NO. AMOUNT DESCRIPTION
OBLIGEE Whitewater, WI

MERCHANTS BONDING COMPANY (MUTUAL) hereby continues in force Bond for:

PRINCIPAL Twin Oaks WI, LLC

DBA _____

All liability under this Continuation Certificate is effective 06/20/2024 and terminates midnight 06/20/2025
This continuation is executed upon the express condition that the Company's liability under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed in the aggregate the largest single amount named in the Bond, the endorsement attached thereto, or any continuation certificate.
Witness the signature of its President under the corporate seal on February 26, 2024

Attest:

William Warner Jr.
Secretary



MERCHANTS BONDING COMPANY (MUTUAL)

Larry Taylor
President

CERTIFICATION

I hereby certify that the following is a true and correct copy of Section 1(b) and Section 1(d) of Article VI of the Bylaws of Merchants Bonding Company (Mutual) duly adopted and recorded to-wit: Section 1(b) "The President, Secretary, or Treasurer or any Assistant Treasurer or any Assistant Secretary shall have power and authority to execute on behalf of the Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof," and Section 1(d) "The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."
I further certify that the following are duly elected officers of the Company: Larry Taylor, President; and William Warner, Jr., Secretary.

IN TESTIMONY WHEREOF, I have hereunto set my hand as President and affix the Corporate Seal of the MERCHANTS BONDING COMPANY (MUTUAL)

this 26th day of February 2024

Attest:

William Warner Jr.
Secretary



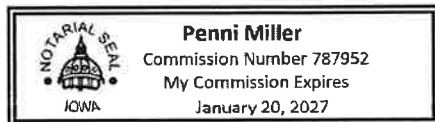
MERCHANTS BONDING COMPANY (MUTUAL)

Larry Taylor
President

On this 26th day of February 2024 before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

Witnessed to and subscribed by me on February 26, 2024

[Signature]
Notary Public



SUP 0012 (2/17)

MERCHANTS
BONDING COMPANYTM

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

ENDORSEMENT

It is hereby understood and agreed that Bond No.: 100121249

Principal: Twin Oaks WI, LLC

Obligee: Whitewater, WI

in the Merchants Bonding Company (Mutual) , is changing this bond effective June 1, 2024

FROM:

Amend bond amount from:

\$500.00-----

TO:

Amend bond amount to:

\$4,200.00-----

All terms and conditions of said bond, except as above changed, to remain the same.

Signed, sealed and dated this 28th day of March, 2024

Merchants Bonding Company (Mutual)

By Alec Kleiner

Alec Kleiner
Attorney-In-Fact

MERCHANTS
BONDING COMPANYTM
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alec Kleiner; Christopher D Morrow; Cynthia Kleiner; Taylor J Wilstead

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.

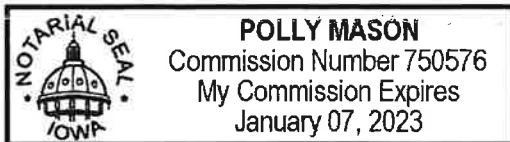


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of February 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 28th day of March, 2024.



William Warner Jr.
Secretary

POA 0018 (1/20)



Council Agenda Item

Meeting Date:	June 18, 2024
Agenda Item:	Title 19 Code Repeal
Staff Contact (name, email, phone):	Allison Schwark, Zoning Administrator/Code Enforcement

BACKGROUND

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

Title 19, and Title 20 have previously been amended in the last year by the City of Whitewater Common Council. Title 19, Section 19.51.180 exactly matches Title 20, Section 20(D)(16), therefore, to avoid any confusion, it has been requested that the two ordinance sections be merged, and one section be removed, so that the ordinance is only located in one location throughout the municipal code.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

Council Action December 2023, January 2024-Ordinance 2080 an ordinance amending 19.51.180 Truck, Trailer, Mobile Home and Equipment Parking Restrictions, and Ordinance 2082 an ordinance amending Title 20 Property Maintenance.

May 21, 2024 first reading.

June 4, 2024 second reading and approval of ordinance amendments.

FINANCIAL IMPACT

(If none, state N/A)

N/A

STAFF RECOMMENDATION

Staff recommends that the City of Whitewater Common Council:

1. Approve and adopt ordinance to repeal section 19.51.180

ATTACHMENT(S) INCLUDED

(If none, state N/A)

Ordinance repealing 19.51.180

AN ORDINANCE REPEALLING SECTION 19.51.180 - TRUCK, TRAILER, MOBILE HOME AND EQUIPMENT PARKING RESTRICTIONS IN THE CITY OF WHITEWATER MUNICIPAL CODE

The Common Council of the City of Whitewater do ordain as follows:

Section 19.51.180 truck, trailer, mobile home and equipment parking restrictions is hereby repealed.

In all residential and commercial districts provided for in the zoning chapter, it is permissible to park or store a recreational vehicle, camper, trailer, watercraft or boat and boat trailer on private property in the following manner:

- (a) Parking is permitted inside any enclosed structure, which otherwise conforms to the zoning requirements of the particular zoning district where located.
- (b) One panel or pickup truck, exceeding three-quarter ton but not exceeding one and one-half tons, shall be permitted;
- (c) Parking is permitted outside in the side yard or rear yard provided it is not nearer than five feet to the lot line and on an improved surface. Improved surface shall mean a surface of concrete, asphalt, paver, treated wood, treated plywood, or other similar material other than grass, such as crushed rock, or other materials, laid over subsoil, which provides a hard parking surface, resists rutting, provides for sufficient water runoff and is graded and drained to dispose of all surface water.
 - 1. An exemption to the five foot setback requirement shall be granted by the Neighborhood Services Department if the parking is approved in writing by the current adjacent property owners in which the recreational vehicle encroaches, and the parking is in accordance with all other requirements set forth.
- (d) The unit shall not extend over the public sidewalk or public right-of-way.
- (e) No unit shall be parked on public streets, highways, intersections, or public land or parking lots for an extended period exceeding 72 hours.
- (f) Parking is permitted only for storage purposes. Recreational vehicles or boats shall not be:
 - 1. Used for dwelling or cooking purposes.
 - 2. Permanently connected to sewer lines, water lines, or electricity. The recreational vehicle may be connected to electricity temporarily for charging batteries and other purposes.
 - 3. Used for storage of goods, materials, or equipment other than those items considered to be part of the unit or essential for its immediate use.
- (g) Notwithstanding the above, camper trailers and boats shall only be permitted to park in front yards for the purposes of active loading, unloading, and servicing. , and the use of electricity or propane fuel is permitted when necessary to prepare a recreational vehicle for use.

- (h) The unit shall be owned by the resident on whose property the unit is parked for storage.
- (i) The number of units on any property within City jurisdiction shall not exceed two (2).
- (j) The Neighborhood Services department may issue a permit to a person with a disability allowing a recreational vehicle, camper, trailer, watercraft or boat and boat trailer to be parked in the front yard driveway of their residence from April through November. A person shall be considered a person with a disability if they have been issued a current disabled parking identification permit by the Wisconsin Department of Transportation. In addition, an individual shall be considered a person with a disability if they provide the neighborhood services manager with a statement by a health care specialist verifying that the party needs a front yard parking permit, for a stated period of time, to allow that person reasonable access to their recreational vehicle, camper, trailer, watercraft or boat and boat trailer.



Office of the City Manager
312 W. Whitewater Street, P.O. Box 178
Whitewater, Wisconsin 53190

MEMORANDUM

www.whitewater-wi.gov
Telephone: (262) 473-0104
Fax: (262) 222-5901

To: Common Council
From: John Weidl, City Manager
Date: June 10, 2024
Re: Open position on the Community Involvement and Cable TV Commission

Recently, Ryan Coleman interviewed for a position on the Community Involvement and Cable TV Commission. Ryan is currently a graduate student at UWW and has an extensive background in community engagement and leadership makes him an ideal candidate for this role.

Considering Ryan Coleman's qualifications we are recommending him for the Community Involvement and Cable TV Commission.

Best-

A handwritten signature in black ink that reads "John S. Weidl". The signature is written in a cursive style with a large, looping initial "J".

John S. Weidl, City Manager

JSW/RLM

Becky Magestro

From: noreply@civicplus.com
Sent: Thursday, May 30, 2024 10:21 AM
To: jallen@whitewater-wi.gov; City Manager; City Clerk Staff
Subject: Online Form Submittal: Citizen Service Information Form

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.

Citizen Service Information Form

This form is used to apply to City of Whitewater Boards, Committees or Commissions.

Date	5/30/2024
Applicant Information	
First Name	Ryan
Last Name	Coleman
Home Address	151 N Fraternity Ln. Apt. 3
City	Whitewater
State	Wi
Zip Code	53190
Home Phone Number	7735439101
Cell Number	7735439101
Email Address	ryancoleman450@gmail.com

Boards/Committees/Commissions of Interest

Select all Boards, Committees & Commissions you are applying for by checking each box:	<u>Community Involvement & Cable TV Commission</u> , Disability Rights Commission, Equal Opportunities Commission, Landmarks Commission
--	---

Give a brief overview of your background, experience, interest, or concerns pertaining to the selected board(s),	have a strong background in community engagement via leadership roles, outreach, and data collection. My resume will provide in depth work experience but notable I was Vice President of the Black Student Union, curating student morale activities. I also led the Brother 2 Brother program, managing
--	---

committee(s) or
commission(s).

education, financial, and well-being initiatives. My interests include ethics for underrepresented, disenfranchised populations. If there are no board positions available at the moment, I recognize that the public arts committee will be posted soon. If possible, I would like to reserve a position to interview as I also have passions within the arts.

Optional: Upload
supportive documents
(resume, recommendation
letter, etc.)

[Resume Version 2.docx](#)

Indicate whether you are
available during the day or
the early evening for a short
interview with the City
Manager & Common
Council President.

During the evening

Business/Employer Information

Business/Employer Name McNair Scholars research program

Business/Employer Address 239 N Prince St

City Whitewater

State WI

Zip Code 53190

Business/Employer Phone
Number *Field not completed.*

Reference #1 Full Name Miguel Aranda

Reference #1 Address &
Phone Number 2627511223

Reference #2 Full Name Philip Bostic

Reference #2 Address &
Phone Number 6082398258

Regular Board, Committee and Commission members are expected to attend at least three-quarters of the meetings each year. Alternate members are always welcome to attend all meetings, but are not required to attend meetings unless requested.

Email not displaying correctly? [View it in your browser.](#)



Office of the City Manager
312 W. Whitewater Street, P.O. Box 178
Whitewater, Wisconsin 53190

MEMORANDUM

www.whitewater-wi.gov
Telephone: (262) 473-0104
Fax: (262) 222-5901

To: Common Council
From: John Weidl, City Manager
Date: June 10, 2024
Re: Open Position on Plan & Architectural Review Commission- Marjorie Stoneman

Recently, Marjorie Stoneman interviewed for a position Plan & Architectural Review Commission. Marjorie is a co-founder of Whitewater Unites Lives. Marjorie's dedication to the City of Whitewater is evident through her ongoing contributions and her vision for the future of our city's planning and architecture. Her insights and leadership will be invaluable to the commission.

Considering Marjorie Stoneman's qualifications, experience, and dedication to the City of Whitewater, I recommend her for the Park & Architectural Review Commission.

Best-

A handwritten signature in cursive script that reads "John S. Weidl".

John S. Weidl, City Manager

JSW/RLM

Becky Magestro

From: noreply@civicplus.com
Sent: Wednesday, May 22, 2024 11:54 AM
To: jallen@whitewater-wi.gov; City Manager; City Clerk Staff
Subject: Online Form Submittal: Citizen Service Information Form

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.

Citizen Service Information Form

This form is used to apply to City of Whitewater Boards, Committees or Commissions.

Date 5/22/2024

Applicant Information

First Name Marjorie

Last Name Stoneman

Home Address 393 Eagle Court

City Whitewater

State WI

Zip Code 53190

Home Phone Number 4148614126

Cell Number 4148614126

Email Address margiestoneman@sbcglobal.net

Boards/Committees/Commissions of Interest

Select all Boards, Committees & Commissions you are applying for by checking each box: Plan & Architectural Review Commission

Give a brief overview of your background, experience, interest, or concerns pertaining to the selected board(s),

Hello - as a co-founder of Whitewater Unites Lives, I would like to make sure everyone feels welcome in our city and one of the ways to do that is to have affordable housing for all people. I am interested in helping to improve opportunities for families to be able to live in this wonderful city.

committee(s) or
commission(s).

Optional: Upload
supportive documents
(resume, recommendation
letter, etc.)

Field not completed.

Indicate whether you are
available during the day or
the early evening for a short
interview with the City
Manager & Common
Council President.

My schedule is fairly flexible during the day.

Business/Employer Information

Business/Employer Name NA

Business/Employer Address NA

City *Field not completed.*

State *Field not completed.*

Zip Code *Field not completed.*

Business/Employer Phone
Number *Field not completed.*

Reference #1 Full Name Jenny Rule

Reference #1 Address &
Phone Number 397 Panther Court, Whitewater
815-541-7463

Reference #2 Full Name Geetha Samaranayake

Reference #2 Address &
Phone Number 405 Eagle Court, Whitewater
920-723-1894

Regular Board, Committee and Commission members are expected to attend at least three-quarters of the meetings each year. Alternate members are always welcome to attend all meetings, but are not required to attend meetings unless requested.

Email not displaying correctly? [View it in your browser.](#)



EOC Agenda Item

Meeting Date:	April 25th, 2024
Agenda Item:	Combination of the Equal Opportunity Commission and the Disabilities Committee
Staff Contact (name, email, phone):	Taylor Zeinert tzeinert@whitewater-wi.gov 262-473-0101

BACKGROUND

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

Who: The City of Whitewater is proposing the establishment of a new unified body called the Equity Opportunity Commission (EOC).

What: The EOC will integrate the functions and responsibilities of the existing Equal Opportunity Commission (EOC) and the Disabilities Committee, enhancing efficiency and effectiveness in addressing equity and accessibility issues within our community.

When: The proposal will be presented to the current Equal Opportunity Commission and then to the City Council for approval.

Where: The Equity Opportunity Commission will operate within the City of Whitewater, serving residents and addressing equity concerns within the municipal jurisdiction.

Why: The initiative aims to foster equity, inclusivity, and accessibility for all residents of Whitewater by providing a comprehensive and streamlined approach to addressing discrimination and promoting equal opportunity. By combining the efforts of existing commissions, the EOC will optimize resources, enhance coordination, and advance meaningful change toward a more equitable and inclusive community.

Equitable refers to the principle of fairness and justice in applying laws or regulations. Specifically, it involves providing remedies, outcomes, or opportunities that are just and impartial, considering the particular circumstances and needs of individuals or groups involved. Equitable treatment aims to ensure that everyone is treated fairly and that disparities or injustices are addressed appropriately based on the specific situation at hand.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

N/A

FINANCIAL IMPACT

(If none, state N/A)

N/A

STAFF RECOMMENDATION

N/A

ATTACHMENT(S) INCLUDED

(If none, state N/A)

Reference new EOC proposal attachment.

2.44-Equitable Opportunity Commission (EOC)

2.44.10 Purpose

- a. This municipal ordinance aims to promote equity and opportunity within the city of Whitewater by establishing an Equitable Opportunity Commission. The commission's objective is to advance the city's commitment to being a welcoming, affirming, and inclusive community where all individuals have equal access to rights and opportunities without discrimination based on race, color, ethnicity, national origin, gender, sexual identity, disability, or any other identity.
- b. This ordinance seeks to empower the Equitable Opportunity Commission, a dedicated body, to address and mitigate systemic barriers and discrimination in housing, education, employment, and public accommodations. The commission, with its commitment to studying, analyzing, and recommending solutions, will focus on promoting fair treatment and eliminating disparities. By enacting this ordinance, the city aims to foster a more just and equitable environment where every resident and worker in Whitewater can thrive and participate fully in community life.
- c. The City of Whitewater affirms the rights of individuals with disabilities to fair and equal access to city services, programs, and benefits. Per the United States and Wisconsin Constitutions, and to promote public health, safety, and general welfare, the city enacts this chapter to prohibit discrimination against persons with disabilities. The Equitable Opportunity Commission is hereby established with the authority to address grievances of individuals with disabilities concerning city actions or inaction.

2.44.015-Definitions

- a. "Equitable" refers to the principle of fairness and justice in applying laws or regulations. Specifically, it involves providing remedies, outcomes, or opportunities that are just and impartial, considering the particular circumstances and needs of individuals or groups involved. Equitable treatment aims to ensure that everyone is treated fairly and that disparities or injustices are addressed appropriately based on the specific situation at hand.

2.44.020- Membership and Officers

- a. The Equitable Opportunity Commission shall consist of seven members, including five to six citizen members appointed in accordance with the procedure outlined in Whitewater Municipal Code Section 2.12.011, and at least one but not more than two city council members. Citizen members must be residents of the City of Whitewater, residents of the Whitewater United School District, or employed within the City of Whitewater.
- b. Members of the commission shall possess personal or professional experience relevant to eliminating racial or other forms of discrimination.
- c. Following this chapter's enactment, two citizen members shall be appointed for one-year terms, two for two-year terms, and two for three-year terms. Thereafter, citizen members shall serve three-year terms. City council-appointed members shall serve one-year terms. The purpose and provisions of this chapter shall be implemented by the Whitewater

Equitable Opportunity Commission, comprising five members appointed by the city manager and common council president within ten days of filing a grievance. If the city manager has a conflict of interest, the council president shall make the appointments. Appointees shall serve until all pending grievance proceedings are completed, or for a maximum of three years.

2.44.030- Duties and Powers

- a. To adopt, amend, publish, and rescind rules for governing its meetings and hearings.
- b. To request assistance from city staff to promote the purposes of this chapter, subject to the approval of the city manager, and to describe their duties.
- c. To receive and investigate all grievances alleging any discriminatory practice prohibited by this chapter.
- d. To recommend to the city manager, for common council consideration, any budget and/or legislation necessary to further promote the purposes of this chapter and to file annual written reports of its work with the city clerk.
- e. Facilitate compliance with federal, state, and local laws relating to equal opportunities in education, employment, housing, and recreation through informational programs.
- f. Examine all aspects of relations between races and ethnic groups fairly and objectively, fostering awareness, understanding, and appreciation of racial and ethnic diversity in the community.
- g. Identify problems of racism and other forms of discrimination in the community and city services, recommending solutions and positive courses of action to the general community, city council, and city manager.
- h. Initiate public programs and studies and promote privately sponsored programs and studies that aid in accomplishing the commission's purposes and duties, including forums for dialogue on racism to improve community relations.
- i. Conduct public hearings in accordance with city ordinances and the commission's rules of procedure, addressing grievances filed under section 2.44.060 related to discrimination and equitable opportunity within the city.

2.44.040-Meetings

- (a) Meetings of the commission shall be held on dates determined by the commission.
- (b) Special meetings shall be held at the location designated in the notice of the meeting. Special meetings may be held by the commission chair or at the written request of three members.
- (c) Public notice of all commission meetings shall be given in accordance with the state of Wisconsin's open meetings law.

2.44.050-Officers and Duties

- a. The Equitable Opportunity Commission shall select a chair, vice-chair, and secretary at the commission's first meeting each year. The chair shall preside over all meetings of the

commission. The vice-chair shall preside over the meetings in the chair's absence. In the absence of the chair and vice-chair, a chair pro tem shall be chosen from those present and shall preside. The secretary shall record the minutes of each meeting and shall transmit a written copy of the minutes and the commission records to the city clerk, who shall be the custodian of the commission's records.

2.44.060-Prohibited city practices and grievance procedure

(a) It shall be a prohibited discriminatory practice for the city of Whitewater or its officers or employees to do any of the following:

(1) To refuse to furnish services or facilities, whether ordinarily provided pursuant to legal duty or local custom, when such refusal is based to any degree on consideration of age, race, creed, color, disability, marital status, gender (or gender identity), national origin, ancestry, sexual orientation or military service.

(2) To aid or perpetuate discrimination against such individuals by funding an agency, organization, or person that discriminates on the basis of age, race, creed, color, disability, marital status, gender (or gender identity), national origin, ancestry, sexual orientation, or military service while directly providing the City of Whitewater with services or facility use opportunities.

(b) Grievances alleging discrimination by the city, its officers, employees, or departments, prohibited by this chapter, shall be in writing. The individual may initiate such grievance, or any commission member may initiate it at his or her initiative. It shall contain:

(1) Name and address of the aggrieved;

(2) Name and address of the individual or department against whom the grievance is alleged;

(3) A statement setting forth the particulars of the alleged discrimination or discriminatory practice;

(4) A request for an action that can be taken to solve the grievance and suggested solutions for the commission to review.

(c) Grievances shall be filed with the city clerk, who shall forward a copy of the grievance to the city manager and the commission's chairperson. The city manager shall designate a staff person who shall attempt to resolve the matter with the aggrieved person. Suppose a solution is not agreed upon between the aggrieved and the staff. In that case, the matter shall be placed on the agenda of a commission meeting scheduled at an accessible site within thirty days of receipt of the grievance. Notice of the meeting shall be given to the aggrieved party at least ten days before the meeting date, and it will be scheduled at a time convenient to the aggrieved and the commission. At the meeting, the commission shall schedule the matter for hearing on a future date and make any other procedural orders necessary to allow the parties to present their position at the hearing properly.

(d) The complainant may withdraw the grievance at any time and may, subject to the commission's approval, amend it under such terms as the commission shall allow. Notice of amendment or withdrawal shall be given to all parties.

(e) At the hearing, the aggrieved and/or an agent designated by the aggrieved person and a staff person or other individual assigned by the city manager to represent the city's position shall present oral and/or written information under oath at the hearing. After the parties have been allowed to present all information, the commission shall make written findings of fact and conclusions, and if no violation is found, the commission shall dismiss the grievance. If a violation is found, the commission shall issue a proposed order and forward it to the city of Whitewater Common Council for consideration. The council may affirm, modify, or reverse the order.

(f) No commissioner who files a grievance on his or her initiative shall participate in any subsequent hearing or proceeding except as a witness and shall not participate in the commission's deliberations in such case.

2.44.070-Quorum

Four voting members shall constitute a quorum sufficient to transact business. A majority of members voting may adjourn any meeting.

2.44.080-Voting

A majority vote shall be necessary to adopt any motion, resolution, or other proposed action, except where a greater number is required by law.

2.44.090-Rules of procedure and by-laws

A copy of the commission's approved bylaws and rules of procedure, if any, shall be filed with the city clerk.

2.44.100-Inspection of Records

Records of the commission shall be available for public inspection, unless exempt from disclosure under the Wisconsin Public Records Laws.

2.44.110-Compensation

All members shall serve without compensation.

2.44.120-Subcommittees

a. The commission chair may appoint standing or temporary subcommittees, subject to confirmation by the commission. Temporary committees shall dissolve no later than six months after their creation, unless their term is extended by affirmative vote of the majority of the commission. Extensions may be granted in increments of six months or less.

b. Members of subcommittees need not be members of the commission.

c. Public notice of all subcommittee meetings shall be given in accordance with the Wisconsin Open Meetings Law



Council Agenda Item

Meeting Date:	June 18, 2024
Agenda Item:	Strand Task Order 24-06
Staff Contact (name, email, phone):	Brad Marquardt, bmarguardt@whitewater-wi.gov , 262-473-0139

BACKGROUND

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

With the construction of the new Southwest Water Tower, the Starin Park Water Tower and the ground level reservoir are no longer needed. The Starin Park Water Tower has already been taken off line. In order to take the ground level reservoir out of service, modifications need to be made to Well #7 and related systems inside the building located at the corner of Starin Road and Fremont Street. Additionally, modifications need to be made to the distribution piping system outside the building. This Task Order will prepare plans and bidding documents to make the modifications to Well #7, including the demolition of the ground level reservoir.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

The Public Works Committee recommended approval of Task Order 24-06 at their June 11, 2024 meeting.

FINANCIAL IMPACT

(If none, state N/A)

The estimate for Task Order 24-06 is \$90,000 based on an hourly rate plus expenses. \$96,000 was budgeted for design in the 2024 Water Utility CIP. \$1,179,000 was budgeted in the 2025 Water Utility CIP for the construction.

STAFF RECOMMENDATION

Staff recommends a motion to approve Task Order 24-06, Well #7 Modifications.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Task Order 24-06, Well #7 Modifications



Strand Associates, Inc.[®]
910 West Wingra Drive
Madison, WI 53715
(P) 608 251 4843
www.strand.com

Task Order No. 24-06
City of Whitewater, Wisconsin (OWNER)
and Strand Associates, Inc.[®] (ENGINEER)
Pursuant to Agreement for Technical Services dated December 30, 2020

Project Information

Services Name: Well No. 7 Modifications and Starin Park Reservoir Demolition Design and Bidding-Related Engineering Services

Services Description: Design and bidding-related services for demolition of the Starin Park Reservoir and modifications to the Well No. 7 facility and Starin Park water treatment plant (WTP).

Scope of Services

ENGINEER will provide the following services to OWNER:

Design Services

1. Attend one kickoff meeting with OWNER to review project, design criteria, and project schedule. Review the Well No. 7 Modification Preliminary Design Report prepared by ENGINEER in 2023. Visit the project site in conjunction with the meeting. The project is anticipated to include the following components:
 - a. Well No. 7 pump, motor, and discharge head replacement and electrical modifications to accommodate changes and power the new pump from the existing variable frequency devices and generator.
 - b. Well No. 7 filter control panel replacement with a manufacturer-furnished panel, filter media replacement, filter face piping replacement, filter interior and exterior coating repairs, and filter air compressor replacement.
 - c. Piping modifications within the Starin Park WTP to allow Well No. 7 to pump directly to the distribution system.
 - d. Booster pump and associated piping demolition within the WTP.
 - e. Electrical modifications at the WTP to accommodate removal of booster pumps and installation of the new filter equipment.
 - f. Starin Park reservoir demolition and associated site grading.
2. Prepare draft Bidding Documents using Engineers Joint Contract Documents Committee C-700 Standard General Conditions of the Construction Contract, 2018 edition; technical specifications; and engineering drawings.

RDW:\NR\MAD\Documents\Agreements\W Whitewater, City of (WI)\ATS, 2020\TO\2024\1407.143.24-06.docx

City of Whitewater
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Page 2
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3. Participate in one virtual meeting with OWNER to review draft documents and incorporate OWNER comments, as appropriate.
4. Prepare a prebid opinion of probable construction cost for the project and submit to the OWNER.
5. Submit drawings, technical specifications, and the following Wisconsin Department of Natural Resources (WDNR) forms for review and approval:
 - a. Form 3300-260–Water System Approval Request
 - b. Form 3300-226–Well Pump Submittal Checklist
 - c. Form 3300-296–Pump Discharge Line Submittal Checklist
6. Incorporate WDNR review comments, as appropriate, into Bidding Documents.
7. Prepare final Bidding Documents, technical specifications, and engineering drawings.

Bidding-Related Services

1. Distribute Bidding Documents electronically through QuestCDN, available at www.strand.com and www.questcdn.com. Submit Advertisement to Bid to OWNER for publishing.
2. Prepare addenda and answer questions during bidding.
3. Attend one on-site prebid meeting.
4. Attend bid opening, tabulate and analyze bid results, and assist OWNER in the award of the Construction Contract.
5. Prepare two sets of Contract Documents for signature.

Services Elements Not Included

The following services are not included in this Task Order. If such services are required, they will be provided through an amendment to this Task Order or through a separate Task Order.

1. Construction Authorization (CA) Submittal: The Wisconsin Public Service Commission (WPSC) has indicated in an e-mail dated July 14, 2023, that a CA submittal is not required for this project.
2. Construction-Related Services: Any services involved in construction-related services.
3. Engineering Report: WDNR has indicated in an e-mail dated June 20, 2023, that an Engineering Report is not required for this project.

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Compensation

OWNER shall compensate ENGINEER for Services under this Task Order on an hourly rate basis plus expenses an estimated fee of \$90,000.

Schedule

Services will begin upon execution of this Task Order, which is anticipated the week of June 17, 2024. Services are scheduled for completion on March 31, 2025.

TASK ORDER AUTHORIZATION AND ACCEPTANCE:

ENGINEER:

STRAND ASSOCIATES, INC.®

OWNER:

CITY OF WHITEWATER

NOT FOR SIGNATURE

Joseph M. Bunker
Corporate Secretary

Date

John Weidl
City Manager

Date



Council Agenda Item

Meeting Date: June 18, 2024

Agenda Item: Sprint Spectrum Amendment to Lease Agreement

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

BACKGROUND

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

In June 1999, the City entered into a Lease Agreement with Sprint Spectrum to allow them to install, maintain and operate communication facilities on the Cravath Street Water Tower. That lease agreement ends in June of this year. T Mobile, who acquired the rights to the Lease Agreement, would like to extend the Lease Agreement through the attached First Amendment. The Amendment would extend the Lease for another 4 Terms of five years.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

The Common Council approved the original Lease Agreement in 1999.
The Public Works Committee recommended approval of the First Amendment at their June 11, 2024 meeting.

FINANCIAL IMPACT

(If none, state N/A)

For the last five-year Term, T Mobile was paying \$18,662.40 annually. The original Lease had an escalator clause of 20% per Term. Using those parameters, the new Term payment would be \$22,394.88. Staff indicated to T Mobile that Verizon’s Lease Agreement on the Southwest Water Tower is for \$35,000 annually for five years with a 12.5% escalator per Term. T Mobile has indicated they are willing to pay \$30,000 annually for the initial new term and keep the 20% escalator per Term they currently have in the original Agreement. Based on these terms, after 20 years, Verizon would be paying \$49,833.98/year and T Mobile would be paying \$51,840/year.

STAFF RECOMMENDATION

Staff is good with the financial terms for T Mobile. Staff recommends a motion to approve the First Amendment to Lease Agreement.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. First Amendment to Lease Agreement
2. Original Lease Agreement

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (“Amendment”) is made and entered into on _____, 202__ (“Effective Date”), by and City of Whitewater (“Owner”), and Sprint Spectrum L.P., a Delaware limited partnership, predecessor-in-interest to Sprint Spectrum Realty Company, L.P. (“Tenant”).

Recitals

The parties hereto recite, declare and agree as follows:

A. Owner and Tenant entered into a Lease Agreement (the “Agreement”), dated June 18, 1999, (“Site Agreement”), regarding real property located at 502 East Cravath Street, Whitewater, WI 53190 (the “Premises”).

B. Owner and Tenant desire to enter into this Amendment in order to modify and amend certain provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Tenant covenant and agree as follows:

1. Renewal Terms. Upon the Effective Date of this Amendment Tenant shall have the right to renew the Agreement for four (4) additional Renewal Terms of five (5) years each. Each Renewal Term shall renew automatically unless Tenant provides at least thirty (30) days prior written notice before the expiration of the then current term that Tenant does not wish to exercise such Renewal Term.

3. Terms; Conflicts. The terms and conditions of the Agreement are incorporated herein by this reference, and capitalized terms used in this Amendment shall have the same meanings such terms are given in the Agreement. Except as specifically set forth herein, this Amendment shall in no way modify, alter, or amend the remaining terms of the Agreement, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Agreement and this Amendment, the terms and conditions of this Amendment will govern and control.

4. Rent. Starting on the Effective Date, Tenant shall pay Owner a prorated amount from thirty thousand and 00/100 Dollars (\$30,000.00) per year, which represents the Monthly Rent Increase to Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) per year from the 2023 annual base rent. Upon the commencement of each renewal term, the annual base rent shall be increased by twenty percent (20%) over the annual rent in effect during the immediately preceding term or renewal term, as applicable.

5. Approvals. Owner represents and warrants to Tenant that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Amendment, or if any such third-party consent or approval is required, Owner has obtained any and all such consents or approvals.

6. Authorization. The persons who have executed this Amendment represent and warrant that they are duly authorized to execute this Amendment in their individual or representative capacity as indicated.

7. Signatures. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Amendment shall legally bind the parties to the same extent as original documents.

T-Mobile Site No: ML84091A/ML33XC014

1

T-Mobile Site Name: ML84091A

Market: Milwaukee

IN WITNESS WHEREOF, the parties have executed this Amendment on the day and year first written above.

Owner:
City of Whitewater

Tenant:
Sprint Spectrum L.P.,
a Delaware limited partnership

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

T-Mobile Site No: ML84091A/ML33XC014
T-Mobile Site Name: ML84091A
Market: Milwaukee



Sprint Nextel
12502 Sunrise Valley Drive
Reston, VA 20196

RECORD VERIFICATION LETTER

November 7, 2007

WHITEWATER, CITY OF
P O BOX 690
WHITEWATER, WI 53190

Re: Site Name and Site Number: WHITEWATER WATER TOWER - ML33XC014
Site Address: Cravath Street & Wood Street Milwaukee, WI 53224

SENT VIA CERTIFIED MAIL RECEIPT

7007 2560 0000 5838 0522

Dear Sir/Ms.:

We are conducting an internal audit of all site leases entered into by Sprint, to verify that our lease records are accurate and complete. As part of that verification process, we request that you confirm the accuracy of the following information regarding your lease with Sprint as of January 1, 2008.

Lease Commencement Date:	7/20/1999
Rent Commencement Date:	7/20/1999
Renewal Options Extend Until:	7/19/2024
Initial Term Length:	5 Years
Renewal Term Length:	5 Years
Quantity of Renewal Terms:	4
Next Payment Date [on or after January 1, 2008]:	7/20/2008
Current Rent [as of January 1, 2008]:	\$10800.00
Payment Frequency:	Annually
Amount Past Due	\$0.00
Lease Escalator	20% Per Term
Next Escalation Date	7/20/2009

*Lease comes up (20 years)
July 2019*

Please check your records for this information and advise us, in the space below, whether this information conforms with your records. After signing, please return this letter to:

Sprint Nextel
Lease Audit
12502 Sunrise Valley Drive
Reston, VA 20191
Attn: Thomas Linn

A self-addressed envelope is enclosed for your convenience.

Please direct any future notices under the above lease agreement or any questions to the Landlord Hotline at (800) 357-7641.

The above information agrees with our records as of January 1, 2008 with the following exceptions, if any:

N/A

If no response is provided to this request within 15 days of receipt, then the above information will be assumed to be accurate and Sprint Nextel will be entitled to, and will, rely on the representations in its records contained in this letter. By not responding to this letter, you are confirming that as of the date of this letter, the information contained herein concerning Sprint Nextel's lease payment obligations are complete and accurate. Accordingly, your failure to so respond constitutes agreement that the payments made will not be disputed with respect to any financial obligation that have become due prior to the date of this letter.

WHITEWATER, CITY OF

Name and Title: Dean Fischer, Public Works Director

Signature and Date: *Dean Fischer* 11/15/07

ORIGINAL AT CITY HALL
AT

Higgins *4-0111* *[Signature]*

◆ Sprint PCS

9701 West Higgins Road, 3rd Floor
Rosemont, Illinois 60018
Telephone 847-384-3211
Fax 847-384-3250

VIA FEDERAL EXPRESS

RECEIVED

August 9, 1999

AUG 10 1999

Gary W. Boden
City Manager
312 W. Whitewater St.
Whitewater, WI 53190

Office of City Clerk

RE: NOTICE OF EXERCISE OF LEASE AGREEMENT

Lease Agreement dated June 18, 1999, by and between City of Whitewater and Sprint Spectrum L.P., Inc., a Delaware limited partnership, for site ML33XC014A located at Cravath St. and Wood St., Whitewater, WI.

Dear Mr. Boden:

This letter shall serve as notice that Sprint Spectrum L.P., hereby elects to exercise the Agreement cited above. Enclosed please find a fully executed Lease Agreement. As a result, as of the date hereof, the Agreement shall constitute a lease agreement with respect to the property more particularly described therein on the terms and conditions set forth in the Lease Agreement.

The first annual rent of \$9,000.00 as set forth in Paragraph 4 of the Lease Agreement, will be sent shortly under separate cover.

Thank you and please do not hesitate to contact me if you have any questions in this regard.

Sincerely,

Andrea M. Termini

Andrea M. Termini
Property Specialist

Enclosure

**LEASE AGREEMENT BETWEEN,
City of Whitewater AND
SPRINT SPECTRUM L.P.**

**[FOR USE WITH A WATER TOWER OR OTHER EXISTING
MUNICIPAL STRUCTURE.]**

License Agreement dated effective June 18 1999,
by and between City of Whitewater and SPRINT SPECTRUM L.P.,
a Delaware limited partnership, with its principal office at 1233 North Mayfair
Road, Suite 301, Milwaukee, Wisconsin 53226 ("Company").

RECITALS

- A. City owns certain real property, consisting of, among other things, a watertower and surrounding property, located in the City of Whitewater, Walworth County, Wisconsin, as more particularly described in the attached Exhibit A (the "Property").
- 2. Company desires to install, maintain and operate on the Property certain communications facilities described in the plans and specifications attached hereto as Exhibit B (the "Communications Facilities").

NOW, THEREFORE, FOR VALUABLE CONSIDERATION AND INTENDING TO BE BOUND, CITY AND COMPANY AGREE AS FOLLOWS.

- 1. Recitals. The Recitals are incorporated and form part of this Agreement.
- 2. Lease. City hereby leases to Company a part of the Property and grants to Company the nonexclusive right to access, install, maintain, and operate the Communications Facilities on part of the Property, in the specific locations designated on a site plan or survey attached hereto and incorporated herein as Exhibit C (the "Premises"). Company shall make no other use of the Premises.
- 3. Term.
 - a. The initial term of this Agreement shall be for a period of five (5) years, commencing on the earlier of ninety (90) days after the last date of execution of this Agreement by either of the parties or the date of issuance of a building permit for the Communications Facilities (the "Commencement Date"). Provided that Company is not then in default, this Lease shall automatically renew for up to four (4) successive five (5) year renewal terms unless the Company notifies the City of its intention not to renew the Lease at least sixty (60) days prior to the expiration of the initial term or any renewal term. If

Company gives such notice to the City, this Lease shall terminate upon expiration of the term during which notice was given.

b. Prior to the Commencement Date, the Company shall have right of free ingress and egress to the Premises pursuant to the Entry and Testing Agreement attached hereto as Exhibit "D", which shall be executed by both the Company and City upon execution of this Agreement. The Entry and Testing Agreement shall permit the Company to conduct such surveys, structural strength analysis and other testing as the Company may deem necessary, at its sole cost and expense. Such testing may include some or all of the items referenced in Exhibit "D". At any time on or before the Commencement Date, the Company may cancel and terminate this Agreement by providing written notice to City. Upon City's receipt of the notice, this Agreement shall be null and void and neither party shall have any further rights or obligations hereunder.

4. Rentals.

a. During the initial term of this Agreement, Company shall pay to City an annual base rent of nine thousand Dollars (\$ 9,000), payable in advance on or before the Commencement Date and each annual anniversary date of the Commencement Date.

STARTING IN 1999

b. Upon the commencement of each renewal term, the annual base rent shall be increased by twenty percent (20%) over the annual rent in effect during the immediately preceding term or renewal term, as applicable.

c. In the event that Company fails to timely pay annual rent to City, Company shall pay to City a late fee on the total payment due of 3% per month.

d. All consideration to be provided by Company to City shall be paid or provided to City without offset.

5. Compliance With Laws. Throughout the term of this Agreement, Company shall use the Premises solely for the purpose of constructing, maintaining and operating facilities for the transmission and reception of radio communication signals in such frequencies as may be assigned to Company by the Federal Communications Commission ("FCC"). Company, at its expense, shall diligently, faithfully and promptly wholly obey and conform with all federal, state and local orders, rules, regulations and laws, including all FCC and Federal Aviation Administration ("FAA") rules, in relation to any of its business, activities or other operations conducted upon, above or adjacent to the Premises. Company shall pay, as they become due and payable, all fees, charges, taxes and expenses in connection with all licenses and permits required for Company's use of the Premises.

6. Installation and Maintenance of Communications Facilities

a. Company shall, at its sole cost and expense, install, operate, and maintain the Communications Facilities on the Premises. Company's installation of the Communications Facilities shall be completed in a neat and workmanlike manner consistent with sound engineering practices and in strict compliance with Exhibit B. All work shall be performed either by Company or by a fully qualified independent contractor who carries all insurance required under Paragraph 11 and who has been approved in writing by City before such contractor has done any work on the Premises. Regarding any independent contractor employed by Company to work on the Premises, certificates of all insurance coverages required under this Agreement shall be provided to City by Company prior to the commencement of any work upon the Premises by such contractor. The Communications Facilities shall remain the exclusive property of Company.

b. Company, at its expense, and within thirty (30) days after the installation of the Communications Facilities, shall provide to City "as built" drawings of the Communications Facilities installed on the Premises which show the actual location of all Communications Facilities. Such drawings shall be accompanied by a complete and detailed inventory of all Communications Facilities actually placed on any City-owned tower or other structure located on the Property (a "Structure"), all of which shall be attached hereto and incorporated herein as Exhibit E.

c. Any damage done to the Property during installation or during operations shall be immediately repaired at Company's expense and to City's satisfaction. Company shall not permit any claim or lien to be placed against any part of the Property that arises out of work, labor, material or supplies provided or supplied to Company, its contractors or subcontractors, for the installation, construction, operation, maintenance or use of the Premises or Communications Facilities.

d. Company shall design, place and improve all of its Communications Facilities in a manner that will keep negative environmental and aesthetic impact held to a minimum practical level.

e. If permitted by the servicing utility, Company shall separately meter charges for the consumption of electricity and any other utilities associated with its use of the Premises and shall pay all costs associated therewith directly to the servicing utilities. If not permitted to separately meter electricity, Company at its sole cost and expense, shall install an electric submeter at the Premises to measure Company's usage of electricity in connection with its Communications Facilities. The parties acknowledge and agree that in the event of submetering, City shall be billed by the servicing utility for all electricity used at the Premises by either City or Company and that Company shall pay the estimated cost of electricity used by Company at the Premises to City annually in advance as a payment in addition to the annual rent. Initially, Company's estimated cost of electricity shall be Six Hundred Dollars (\$600.00) per year. The parties shall read Company's submeter annually on the anniversary of the Commencement Date to determine Company's actual usage of

electricity for the prior year. In the event that the actual cost of electricity used by Company exceeds the annual advance estimated payment made by Company for the prior year, Company shall pay the difference to City within thirty (30) days. In the event that the actual cost of electricity used by Company is less than the total annual advance estimated payment made by Company, Company shall not be entitled to, and City shall not be required to pay, the difference to Company. The annual cost of electricity shall be computed at the current public utility rate. After each annual reading of the submetered cost of Company's electricity usage, the estimated annual advance payment made by Company in addition to its license fees shall be adjusted to an amount equal to the annual electricity cost for the prior year.

f. Company, at its expense, shall have sole responsibility for the maintenance, repair, and security of its Communications Facilities and shall keep the same in good repair and condition during the term of the Agreement.

g. A landscaping plan for the Premises shall be proposed by the Company and subject to the review and approval of City prior to the Commencement Date. Company, at its expense, shall install and maintain its landscape according to the approved landscape plan, which shall be attached hereto and incorporated herein as Exhibit F.

h. City will notify Company at least forty-five (45) days in advance of the date when any City-owned Structure to which the Communications Facilities are attached or in which they are housed is scheduled to be painted. City will select, after consulting with Company, which of the following two options will be used. Option 1: Shortly before the painting date, Company, at its sole expense, shall place a temporary antenna array on a crane parked near the site. Company will then remove the antennas from the Structure and the painting will proceed as it normally does. Once the painting is finished, Company, at its sole expense, will then re-attach the antennas where they were and will have them painted to match the newly painted Structure. Option 2: The painting contractor will bid on the cost of painting the Structure without the Communications Facilities. The contractor will then bid on the cost of painting the Structure with Company's antennas left in place. The contractor will then proceed to paint the Structure with Company's antennas left in place. Company shall reimburse City for the difference between the two bids.

i. Any additional costs for servicing or maintaining the Premises that are due to the presence of the Communications Facilities, including additional driveway asphalt and snow plowing/ice control, shall be the responsibility of Company and shall be paid by Company.

7. Modifications. Company shall not update or add to the Communications Facilities nor shall it make any additions, alterations or improvements to the Premises or Property without the City's prior approval. Company shall submit to City a proposal for any such modifications and any supplemental materials as may be requested for City's evaluation and approval. If approved, such modifications shall be made at Company's sole expense and only upon

it first obtaining all necessary governmental approvals and permits for such modifications. On making such modifications, Company shall provide to City updated as built drawings in the manner specified in Paragraph 6(b). Notwithstanding any provision of this Paragraph to the contrary, without obtaining City's prior consent, the Company shall have the right to: (a) make additions, alterations or improvements to the Company's equipment housed within any building or enclosure on the Premises; and (b) replace any or all of its equipment installed on or about any Structure with replacement equipment of a substantially similar kind, which is reinstalled in substantially the same place and position and is of substantially the same size and weight as the replaced equipment.

8. Studies. Prior to approving any installation under Paragraph 6 or modification requiring City approval under Paragraph 7, the Company shall provide City with copies of: (i) if applicable, any interference study or studies prepared by the Company or its agents to determine whether Company's proposed installation or modification will interfere with the electronic equipment of City, other tenants or licensees of the City or nearby property owners; and (ii) an engineering study or studies prepared by the Company or its agents to determine whether the proposed installation or modification will adversely affect the structural integrity of any part of any Structure.

9. Access.

a. Company shall not be entitled to exclusive use or occupation of the Premises, but understands and agrees that its use and occupation is to be joint, but not necessarily equal to, use and occupation by City and/or one or more of City's other licensees or tenants, if any. Company shall have unlimited access to all parts of the Premises, except any Structure, over those portions of the Property designated on Exhibit C as access areas. Company shall only have access to any Structure by means designated by City, subject to notice requirements to City in Paragraph 9(c).

b. Company shall supply to the City a list of types or categories of professionals that it requests be given access to any Structure ("Designated Professionals"). City shall not give access to any Structure to any person who does not provide adequate credentials as a Designated Professional at the time access is required.

c. If Company or a Designated Professional requires access to any Structure or any part thereof, Company shall contact _____ Dick Fero _____ at the following telephone number _____ 414-473-0543 _____. During construction of Company's Communications Facilities, access to each Structure shall be provided by City to Company's Designated Professionals at no charge to Company. If access is required after completion of construction at any time during the term of this Agreement, Company shall, on demand, pay to City the rate of pay customarily paid to the person who provides Company with such access, including any overtime factors. City shall respond to Company's access request within two (2) hours.

d. Company shall have exclusive access rights to its Communications Facilities located on the Premises, provided that the Company shall admit City, its employees or its agents to any part of the Premises used or occupied by Company to inspect the same upon reasonable advance notice to Company.

10. Interference.

a. Company's installation, operation, and use of the Communications Facilities shall not damage or interfere in any way with City's operations or related repair and maintenance activities. In the event it is determined that interference exists, Company, at its expense, shall provide immediate relief from that interference. City, at all times during this Agreement, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter, or improve the Property and to temporarily interfere with Company's Communications Facilities as may be necessary in order to carry out any such activities. City agrees to give reasonable advance notice of such activities to Company and to reasonably cooperate with Company to carry out such activities with a minimum amount of interference with Company's transmission operations.

b. Company warrants and represents that the Communications Facilities and the installation, operation and maintenance of the Communications Facilities shall not interfere with the operation of City's electronic equipment, wherever located on the Property, whether existing or installed at some future date, or with the currently existing electronic equipment of any other of City's licensees or tenants located on the Property, or of nearby property owners. If such interference occurs, immediately upon receipt of notice from City of such interference, Company shall promptly take all steps necessary to correct and eliminate the interference at Company's cost. If the interference cannot be eliminated within ten (10) days of Company's receipt of City's written notice, Company shall cease its operations and Company shall not resume its operations until such time as Company has effectively eliminated the interference. If Company is unable to eliminate the interference within a reasonable period of time, Company shall have the option to terminate this Agreement and remove the Communications Facilities from the Premises. Upon such termination, the Company shall forfeit any prepaid rentals but neither party shall have any further rights or obligations hereunder.

c. City makes no warranties or representations regarding Company's exclusive use of the Premises or non-interference with Company's transmission operations or that the Premises or utilities serving the Premises, if any, are fit for Company's intended use and all such warranties and representations are hereby disclaimed. Notwithstanding the above, City agrees that each of its lease or license agreements with other tenants or licensees at the Property shall contain a provision substantially the same as Paragraph 10(b) and that City shall enforce such provision in a nondiscriminatory manner with respect to all of its tenant or licensees.

11. Insurance.

a. General. At all times during the term of this Agreement, Company shall keep in force and effect all insurance policies as outlined below, issued by a company or companies licensed to do business in the state of Wisconsin. Such insurance will be primary. All of Company's contractors and all of their subcontractors who perform work on the Property shall carry, in full force and effect, workers compensation, comprehensive public liability and automobile liability insurance coverages of the type that Company is required to obtain under this paragraph with the same limits. Fifteen (15) days prior to the effective date of the Entry and Testing Agreement and prior to each insurance policy expiration date during the term of this Agreement, Company will furnish City with a Certificate of Insurance. The Certificate shall reference this Agreement and the workers compensation and property insurance waivers of subrogation required by this Agreement. City will be given thirty (30) days advance notice of cancellation or nonrenewal of insurance by the insurance company during the term of this Agreement. City, its council, boards, commissions, agencies, officers, employees and representatives (collectively, "Additional Insureds") shall be named as additional insureds under all of the policies, except business interruption and worker's compensation policies, which shall be so stated on the Certificate of Insurance. All policies, other than worker's compensation, shall be written on an occurrence and not on a claims made basis. All policies may be written with deductibles, not to exceed One Hundred Thousand Dollars (\$100,000.00). Company shall defend, indemnify and hold harmless City and Additional Insureds from and against payment of any deductible and payment of any premium on any policy required under this section.

b. Workers Compensation and Employers' Liability Insurance. Statutory workers compensation benefits and employers' liability insurance with a limit of liability no less than \$100,000 each accident. Company will require subcontractors and others not protected under its insurance to take out and maintain such insurance.

c. Commercial General Liability Insurance. Policy will be written to provide coverage for, but not limited to, the following premises and operations, products and completed operations, personal injury, blanket contractual coverage, broad form property damage, independent contractor's coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities (commonly known as XCU coverage). Limits of liability not less than \$1,000,000 general aggregate, \$1,000,000 products/completed operations aggregate, \$1,000,000 personal injury, \$1,000,000 each occurrence.

d. Automobile Liability Insurance. Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limits of liability not less than \$1,000,000 each occurrence, \$1,000,000 aggregate.

e. Builder's Risk Insurance. At the start of and during the period of any construction, builders all risk insurance, together with an installation floater or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation of the Communications Facilities. Upon completion of the installation of the Communications Facilities, Company shall substitute for the foregoing insurance the policy specified under Paragraph 10(h).

f. Umbrella Liability Insurance. Coverage to be in excess of employers' liability, commercial general liability, and automobile liability insurance required above. Limits of liability not less than \$10,000,000 each occurrence, \$10,000,000 aggregate.

The aforesaid limits of liability may be increased or decreased by mutual consent of the parties, which consent will not be unreasonably withheld by either party, in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the passage of state, federal or other governmental compensation plans, or laws which would materially increase or decrease City's or Company's exposure to risk.

g. Worker's Compensation Waiver of Subrogation. City shall not be liable to Company, Company's contractors or their subcontractors, for any injuries to Company's employees or those of its contractors or their subcontractors arising out of or in connection with this Agreement including any and all work of any type performed upon the Premises or Property, including injuries arising during equipment installation, alteration, modification, improvement, maintenance, repair, replacement, or use, or ingress or egress to or from the Property unless caused by the intentional acts or omissions or negligence of City or any of its employees or agents.

Except as set forth above, Company and Company's contractors and their subcontractors shall each waive any and all rights of recovery from City for worker's compensation claims made by their respective employees and will obtain such waiver from their worker's compensation insurer. Company, for itself and its contractors and their subcontractors, agrees that the indemnification and hold harmless provisions within this Agreement extends to any such claims brought by or on behalf of any employee of Company, any contractor of Company or their subcontractors.

h. Property Insurance. Each party will be responsible for maintaining property insurance on its own buildings and other improvements, including all equipment, fixtures, utility structures, fencing, or support systems that may be built or placed upon the Property to fully protect against hazards of fire, vandalism and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as "extended coverage" insurance. Alternatively, each party may elect to self-insure against such exposures.

12. Damage or Destruction of Structure. If any City-owned Structure is destroyed or damaged, in no way due to the act or inaction of Company, to an extent that in the sole judgment of Company, materially and substantially limits Company's effective use of the Communications Facilities, Company may terminate this Agreement by giving written notice to City. Whether or not Company terminates this Lease, Company's rental payments shall be pro-rated for that year as of the date that the Structure becomes unusable and the pro-rated amount shall be promptly returned to Company. In the event that Company does not elect to terminate this Agreement and City restores the Structure, Company's payments hereunder shall resume on the date that the Structure is first available for Company's use. Regardless of any other provisions contained in this Agreement, City shall have no obligation to rebuild or restore any part of the Structure in the event of any such damage or destruction.

13. Indemnification. Company shall defend, indemnify and hold harmless City and all associated, affiliated, allied and subsidiary entities of City, whether existing now or in the future, and their respective officials, officers, departments, agencies, counties, boards, representatives, employees, agents, contractors and attorneys (collectively, "Indemnified Parties") against any and all liability, claims, costs, damages, expenses, demands, lawsuits or disputes (including reasonable attorney fees and other costs and expenses of litigation) arising in any way from: (i) any condition, occurrence or accident upon the Property which causes injury or illness to any person or persons whomsoever or to any property whatsoever, arising in any way from the installation, presence, operation, maintenance or removal of the Communications Facilities, unless caused by the intentional acts or omissions or negligence of City or its employees or agents; (ii) work, labor, material or supplies provided or supplied to Company, its contractors or subcontractors, for the installation, construction, operation, maintenance or use of the Premises or Communications Facilities, including any claim or lien arising therefrom; and (iii) Company's breach of any warranty, representation or other provision of this Agreement. This indemnification language specifically includes, among other things, any and all liability related to or associated with exposure to electromagnetic fields or radio frequencies.

14. Environmental. Company represents and warrants that its use of the Premises will not generate any hazardous substances and that it will not unlawfully store or in any manner dispose on the Property or unlawfully transport to the Property any hazardous substances and that its Communications Facilities do not constitute or unlawfully contain and will not generate any hazardous substance, hazardous facility, hazardous waste, pollutant, or contaminant as any of those may be defined under federal, state, or local laws. Company further represents and warrants that, except for batteries used to power generators and other equipment, in the event of breakage, leakage, incineration or other disaster, its Communications Facilities would not release such hazardous wastes or substances. Company shall defend, indemnify and hold harmless City from and against any and all liability, loss, cost, damage, and expense, including reasonable attorneys' fees arising from or due to the release, threatened release, storage or discovery of any such hazardous wastes or substances caused by the Company.

15. Taxes, No Liens. Company shall pay and be responsible for any and all personal and real estate taxes and assessments, general and special, levied and assessed against, or with respect to, or measured by, the Premises and the Communications Facilities. If any sales, use, income or other tax is ever assessed or levied against the annual rentals or other charges payable by Company under this Agreement or that otherwise relates in any way to this Agreement, Company shall pay that tax upon demand by City. Company shall not do anything which might cause or result in and shall not permit the filing of a lien against any part of the Property, whether filed against City or Company.

16. Assumption of Risk. Company undertakes and assumes for its officers, agents, affiliates, contractors and subcontractors and employees, all risk of dangerous conditions, if any, on or about the Property.

17. Limitations. No provision of this Agreement is intended, or shall be construed, to be a waiver for any purpose by City of the provisions of Section 893.80 of the Wisconsin Statutes or other applicable limits on municipal liability. No indemnification provision contained in this Agreement shall be construed to in any way limit any other indemnification provision contained in this Agreement.

18. Default. Company shall be deemed in default hereunder upon occurrence of any of the following events: (i) Company defaults in the payment of the annual rentals or any other sums to City when due, and does not cure that default within fifteen (15) days; (ii) Company defaults in the performance of any other term of this Agreement or any other agreement between Company and City and does not cure that default within thirty (30) days after written notice thereof by City; provided that such period shall be extended as reasonably necessary in the event that Company is proceeding in good faith with due diligence to cure such default but is unable to do so within thirty (30) days; (iii) Company abandons or permanently vacates the Premises; (iv) Company files for relief under federal bankruptcy laws or makes any assignment for the benefit of creditors; or (v) Company becomes insolvent.

19. Remedies on Default. In the event of any default by Company, City may, in addition to any other remedy it may have under law, serve a written notice upon Company that City elects to terminate this Lease upon a specified date not less than ten (10) calendar days after the date of serving such notice, and this Lease shall expire on the date so specified as if that date had been originally fixed as the expiration date of the term granted herein. In the event this Lease is so terminated, Company shall immediately pay City a sum of money equal to the total of: (i) the unpaid consideration accrued through the date of termination; (ii) all consideration reserved for the balance of the current five (5) year term of this Agreement (as if the term had not expired as a result of termination); and (iii) all other amounts necessary to compensate City for damages caused by Company's failure to perform. Company shall not be released from any liability for the annual rentals fee hereunder by reason of City's repossession of the Premises or by City's taking any other legal proceedings available to it upon such default, nor shall a termination of this Agreement

following a default release Company from liability for the payment of the annual rentals as herein provided.

20. Termination of License.

a. Company may terminate this Agreement at any time after the Commencement Date and during the term hereof by providing written notice to City in the event that: (i) any license, permit or other governmental approval or authority is canceled, expires or is withdrawn or terminated and Company is no longer authorized to operate its Communication Facilities from the Premises; (ii) due to changes in technology or other events beyond Company's control, Company is no longer able to utilize the Premises for its Communication Facilities; (iii) Section 10(b), above, is applicable; (iv) City commits a material default of its obligations pursuant to this Agreement and City fails to cure such default within thirty (30) days of written notice from Company or within a reasonable extended period of time in the event that City is in good faith proceeding to cure the default with due diligence but is unable to do so within thirty (30) days; or (v) Section 12, above, is applicable. Upon notice of termination pursuant to (i), (ii) or (iii) above, all prepaid license fees shall be retained by City but all further rights and obligations of the parties hereunder shall terminate as of the effective date of Company's notice. Upon a notice of termination pursuant to (iv) or (v) above, Company shall be entitled to a refund of any prepaid license fees as of the effective date of Company's notice and shall have no further rights or obligations hereunder.

b. City may terminate this Agreement at any time after the Commencement Date and during the term of this Agreement by providing written notice to Company in the event that: (i) Section 19, above, is applicable; (ii) City determines that the Property is needed for a special purpose by City or any of its bureaus or departments, which special purpose would exclude Company's Communications Facilities and all other similar uses by any party other than City itself, and City provides Company with six (6) months advance written notice of such termination; (iii) City determines that any Structure to which any of the Company's Communications Facilities are attached, is structurally unsound, is no longer necessary to service the residents of the City or otherwise must be abandoned for any reason, within the City's sole discretion; provided that the City actually dismantles the Structure within six (6) months of such a determination and that Company is permitted to continue to use the Structure in connection with its Communications Facilities until it is dismantled. In the event of a termination by City pursuant to (ii) or (iii) above, Company shall be entitled to a refund of any prepaid license fees and shall have no further rights or obligations hereunder from the date that Company becomes unable to use the Premises for its Communications Facilities.

21. Removal of Communications Facilities.

a. Upon termination or expiration of this Agreement for any reason, Company shall at its expense, promptly and diligently remove all of the Communications Facilities and any other personal property installed in or on the Premises, as reasonably directed by the City, and leave the Premises in the same or better condition as existed prior to the date of this Agreement, reasonable wear and tear excepted.

b. Company shall provide to City prior to the Commencement Date of this Agreement a performance bond, in the amount of Ten Thousand Dollars (\$10,000). The performance bond will be renewed as necessary, to ensure that the Communications Facilities will be removed and the Premises restored at termination or expiration of this Agreement. The City will be named as the obligee in the bond and must approve the bonding Company.

22. No Nuisances. Company shall not perform any acts or carry on any practices upon the Premises which may endanger or injure the Premises, Property, or surrounding area or any person or be a nuisance or menace to adjoining property owners and shall keep the Premises free and clear of debris, rubbish, junk and garbage.

23. Assignment. Company may assign this Lease Agreement at any time, without prior consent of City and without remaining primarily obligated hereunder, to any party controlling, controlled by or under control with the Company or to any party which acquires substantially all of the Company's assets; provided that such successor company shall have a financial net worth which equals or exceeds the Company's at the time of such assignment. Except as set forth above, this Lease Agreement may not be assigned by Company without City's prior written consent. No such assignment shall relieve Company of any obligations hereunder.

25. Regulatory Filings. Upon City's request, Company shall provide City with copies of all petitions, applications, reports and communications submitted by Company to the FCC, FAA or any other federal or state regulatory commission or agency having jurisdiction in respect to any matter affecting this Lease or Company's operation of its Communications Facilities.

26. Notices. Except as provided in Paragraph 9(c) above, all notices hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

If to City, to: CITY MANAGER
 312 W. WHITEWATER ST
 WHITEWATER, WI 53190

If to Company, to: Sprint Spectrum L.P.
1233 North Mayfair Road
Suite 301
Milwaukee, Wisconsin 53226
Attn: Engineering and Operations Director

With a copy to: Sprint Spectrum L.P.
Business Law Group
4900 Main Street, 12th Floor
Kansas City, Missouri 64112
Attn: General Counsel

27. Power Density. Company agrees that at all times the power density level emitted from the Communications Facilities shall not exceed the American National Standards Institute's ("ANSI") "Safety Levels with respect to Human Exposure to Radio Frequency Electromagnetic Fields" as set forth in the current ANSI standard (ANSI/IEEE C. 95.1-1992 or any ANSI standard which supersedes this standard), any other applicable rules or regulations of the FCC or other local, state or federal laws or regulations.

28. Survival of Provisions. All indemnification obligations of Company under this Agreement, including Paragraphs 11, 13 and 14, shall survive the expiration or earlier termination of this Agreement.

29. Subordination. Company agrees that this Agreement shall be subject and subordinate to any and all mortgages, including all extensions, renewals, amendments, and supplements thereto now or hereafter affecting any part of the Property. Company agrees to execute and deliver promptly any instrument requested by City or any mortgagee or trustee to further confirm the subordination of this Agreement to a particular mortgage; provided that such agreement contains reasonable consent and attornment provisions to guaranty Company's continued right to use the Premises in accordance with this Agreement in the event that the mortgagee or trustee takes control of the Property.

30. Estoppel Certificate. Company shall, at any time and from time to time upon not less than ten (10) days prior request by City, deliver to City a statement in writing certifying to the extent true that: (i) this Agreement is unmodified and in full force (or if there have been modifications, that the Agreement is in full force as modified and identifying the modifications); (ii) the dates to which the Lease fee and other charges hereunder have been paid; (iii) so far as the person making the certificate knows, City is not in default under any provisions of this Agreement; and (iv) such other matters as City may reasonably request.

31. No Limitation on Authority. Nothing contained in this Agreement shall limit or interfere with or be construed to limit or interfere with any of City's rights or powers, including City's authority in enforcement of its municipal ordinances, including its zoning code.

32. Memorandum of Agreement. The parties hereby agree to execute and record a short form memorandum of this Agreement outlining the basic provisions of this Agreement relating to the initial term, the Company's renewal options and access rights and such other basic terms mutually agreed upon by the parties.

33. Reasonable Approval. Except where the terms of this Agreement specifically provide that an approval may be made within the sole discretion of either party, in each case where the approval of either party is required pursuant to the provisions of this Agreement, such approval shall not be unreasonably withheld, conditioned or delayed.

35. Applicable Law and Severability. This Agreement and any interpretation thereof shall be ruled by the internal laws (not merely choice of law provisions) of the State of Wisconsin. If it should be determined by a court of competent jurisdiction that any of the terms hereof are in conflict with any rule of law or statutory provision of the State of Wisconsin, then the term(s) of this Agreement which so conflict with the law of Wisconsin shall be deemed inoperative and null and void, and shall be deemed modified to conform to such rule of law, all without invalidating any of the remaining provisions of this Agreement or the enforceability thereof.

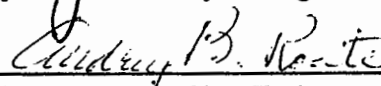
36. Miscellaneous. This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Agreement must be in writing and executed by both parties. Company and City represent that each has full right, power and authority to sign this Agreement.

37. Reimbursement of Costs. Company shall, on demand, reimburse City for all reasonable costs and expenses of any type City incurs in connection with the negotiation and execution of this Agreement, or any City approval required hereunder, including engineering, legal, and other consulting fees, in a maximum amount of \$_500.00_____.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date and year first written above.

CITY: City of WHITEWATER

By:  6-18-99
Gary W. Boden, City Manager Date

By:  6-18-99
Audrey B. Route, City Clerk Date

COMPANY: Sprint Spectrum L.P.

By: James J. Meyer

8/3/99
Date

Title: DIRECTOR OF SITE DEVELOPMENT

LIST OF EXHIBITS

- | | |
|-----------|---|
| Exhibit A | Legal Description of the Property |
| Exhibit B | Plans and Specifications for the Communications Facilities |
| Exhibit C | Site Plan or Survey of the Premises |
| Exhibit D | “As Built” Drawings (to be attached within 30 days after installation of the Communications Facilities) |

**EXHIBIT A
LEGAL DESCRIPTION**

CITY OF	6461	LOT 1 CERT SURVEY NO. 318
	7A 3180001	RECORDED IN VOL 2 CS
	CITY OF WHITEWATER	PG 90 W.C.R. SW 1/4 NE
	WHITEWATER WI 53190	1/4 SEC 4 T 4 N R 15 E
	<i>Water Tower</i>	CITY OF
		WHITWATER
		OF WUP 24A
		OUT

**EXHIBIT B & C
SEE ATTACHED DRAWINGS**



Public Works Agenda Item

Meeting Date:	June 11, 2024
Agenda Item:	Netwurx Water Tower Space/Lease Agreement
Staff Contact (name, email, phone):	Brad Marquardt, bmarguardt@whitewater-wi.gov , 262-473-0139

BACKGROUND

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

Netwurx would like to place an antenna on the Southwest Water Tower located on Indian Mound Parkway. They have already obtained a Conditional Use Permit from the Plan & Architectural Review Committee (PARC). The agreement mirrors an existing agreement the City has with Whitewater Wideband (Edge Broadband) on the Cravath Water Tower. Staff did ask for some changes which Netwurx did add, most notably that Tenant will pay for costs not to exceed \$7,500 for review of plans, reports or other documents.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

PARC approved the Conditional Use at their February 12, 2024.
Public Works Committee recommended approval at their June 11, 2024 meeting.

FINANCIAL IMPACT

(If none, state N/A)

The initial request from Netwurx was a rent payment of \$3,000 per year with a yearly 4% increase. Staff informed Netwurx that Whitewater Wideband was currently paying \$8,103.66 in 2024 and is set to increase 3% next year. Netwurx has revised their payment to \$7,000 per year with a yearly 4% increase. Attached is Netwurx's documentation as to why they are requesting a lower rent payment than Whitewater Wideband. One of the main reasons is the upfront cost they will have installing a paved driveway and additional electrical components since they will be the first customer on the water tower.

STAFF RECOMMENDATION

Staff recommends a motion to approve the Water Tower Space/Lease Agreement with Netwurx.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Water Tower Space/Lease Agreement
2. Netwurx Documentation

WATER TOWER SPACE / LEASE AGREEMENT

(draft 6/4/24)

THIS AGREEMENT leasing space on a water tower ("this Lease") is between the City of Whitewater, (CITY) a municipal corporation, and NETWURX, LLC, (COMPANY).

In consideration of the terms and covenants of this Agreement, and for other good and valuable consideration, the parties agree as follows:

1. Leased Property. Subject to the terms and conditions of this Lease, the City of Whitewater (CITY) leases to Netwurx , LLC, (COMPANY) and COMPANY leases from CITY a certain portion of the space on the water tower located on real property owned by CITY, which property is located in Walworth County, Wisconsin, and legally described in Exhibit "B" (the "Property") which Property is subject to all existing easements, covenants, conditions, and restriction of record, if any. Legal description of the Property is included in Exhibit "B." CITY leases to COMPANY and COMPANY leases from CITY certain space on CITY's water tower (the "Tower") located on the Property, which location and orientation of space is more particularly described in Exhibit "A" attached hereto. The actual location of the leased premises on the Tower is depicted by drawings shown in Exhibit A attached hereto.
2. Term. The initial term of this Lease shall be five (5) years, commencing upon the date this document is executed by CITY and COMPANY ("Commencement Date"). If COMPANY fails to begin installation and use of the Tower within 60 days of execution, this lease will lapse unless rent payments as set out below are made. If COMPANY has failed to install its equipment upon the site described in this Lease within 12 months of execution, even though all rent payments have been made, CITY may choose to terminate this Lease with 60 days' notice. If termination is chosen, CITY will inform COMPANY in writing.
3. Rent.
 - a. This Agreement shall be for a term of five (5) years, subject to other provisions of this document, commencing on the date this lease is fully executed. Rent shall be paid in equal annual installments, on the same day of the year as the Commencement Date, each year, in advance, to the CITY, or to such other person, firm, or place as CITY may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date.
 - b. The rent for this Lease shall be \$7000.00 per year. Increasing by 4% each year.
 - c. If this Lease is terminated at a time other than on the last day of a lease term, rent shall be prorated as of the date the water tower and premises are restored to their condition on the commencement date of this Lease, normal wear and tear excepted and, in the event of termination for any reason other than nonpayment of Rent, all prepaid Rents prorated after said date shall be refunded to COMPANY. In the event of termination for any other reason than nonpayment of rent, the prorated rent to be returned to COMPANY are subject to deductions of costs incurred by CITY if COMPANY fails to remove equipment within ninety (90) days of notice of termination.
4. Use. COMPANY may use the leased premises for the installation, operation, and maintenance of facilities for the transmission and reception of radio communication signals in such frequencies as may be assigned to COMPANY by the Federal Communications Commission ("FCC") and for the operation of related equipment in accordance with the provisions of this Lease. COMPANY shall use the leased premises in compliance with all federal, state, local laws and regulations. If for any reason Company's use of the leased premises fails to comply with any federal, state or local law and COMPANY fails to bring its use within compliance within thirty days of written notice of such noncompliance, this Lease shall be terminated as provided herein, unless sooner authorized by such law. CITY agrees to reasonably cooperate with COMPANY in obtaining, at COMPANY'S expense, all licenses and permits required for COMPANY'S use of the leased premises.
5. Installation of Improvements. Access. Utilities.
 - a. COMPANY shall have the right, at its sole cost and expense, to install, operate and maintain the facilities on the leased portions of the Tower described in Exhibit "A" attached hereto, which facilities include radio transmitting and receiving antennas (the "Antenna Facilities"). COMPANY's installation of all such equipment, personal property, and facilities shall be done according to plans approved by CITY, and no equipment or property shall be subsequently relocated without CITY's approval which approvals shall not be unreasonably withheld or delayed. The Antenna

Facilities shall remain the exclusive property of COMPANY, subject to the provisions of Paragraph 7 of this Lease. Tenant shall pay Landlord for all reasonable costs and fees not to exceed \$7,500 incurred by the Landlord for attorneys, engineers, and consultants to review this Lease and any plan drawings, structural analysis reports, mount analysis reports, or other documents associated with Tenant's proposed use of the Premises, and for consultant observation of Tenant's installation, upgrade, repair or maintenance work.

- b. COMPANY may update or replace the Antenna facilities from time to time with the prior written approval of CITY, provided that the replacement facilities are not greater in number or size than the existing facilities and provided that their location on the leased portions of the tower is satisfactory to CITY. COMPANY shall submit to CITY a proposal for any such replacement facilities, and for any supplemental materials as may be reasonably requested for CITY's evaluation and approval, which approval shall not be unreasonably withheld or delayed. All costs for required structural studies will be paid by COMPANY within 30 days of receipt of a detailed invoice.
- c. COMPANY shall have the right, at its sole cost and expense, to install, operate and maintain on the leased portions of the Tower the improvements described in Exhibit "A" attached hereto. All such improvements shall be constructed in accordance with CITY's specifications and according to a plan approved by CITY. The Equipment shall remain the exclusive property of COMPANY, subject to the provisions of Paragraph 7 of this Lease. No equipment shall be stored on the Property.
- d. At all times during this Lease, CITY hereby grants to COMPANY a nonexclusive easement for ingress, egress, and access over the Property which gives COMPANY access to the base of the water tower at no additional charge to COMPANY.
- e. COMPANY, at all times during this Lease, shall have access to the Property in order to install, operate and maintain its transmission facilities. COMPANY shall have access to the Tower only with the approval of CITY and in the presence of an employee of CITY. COMPANY shall request access to the Tower twenty-four hours in advance and CITY's approval thereof shall not be unreasonably withheld or delayed.
- f. COMPANY shall separately meter charges for the consumption of electricity and any other utilities associated with its use of the Property and shall pay all costs associated therewith. All utilities will be buried.
- g. COMPANY shall provide CITY with "as built" drawings of the equipment installed on the water tower which show the actual location of all equipment. Such drawings shall be accompanied by a complete and detailed inventory of all equipment, personal property, and Antenna Facilities actually placed on the Tower.
- h. COMPANY shall have sole responsibility for the maintenance, repair, and security of its equipment, personal property, Antenna Facilities, and any other leasehold improvements, and shall keep the same in good repair and condition during the Lease term.
- i. COMPANY will adhere to all OSHA safety requirements.
- j. COMPANY shall place no advertising on the site or on any structure on the site.
- k. All antennae panels will be painted to match the water tower.
- l. Any additional costs for servicing or maintaining the tower that are due to the presence of the COMPANY's equipment, will be the responsibility of COMPANY.
- m. Equipment belonging to COMPANY will comply with the Noise Ordinance of the CITY.
- n. CITY will notify COMPANY at least forty-five (45) days in advance of the date when the water tower is scheduled to be painted, repaired, rebuilt or scheduled for general maintenance. The parties will cooperate to determine which of the following two options will be used to address the impact of the Antenna Facility on the cost of painting or repairing the water tower: 1) Shortly before the painting date, COMPANY will place a temporary antenna array on a crane parked near the site. COMPANY will then remove the antennas from the water tower and the painting will proceed as it normally does. Once the painting or repair is finished, COMPANY will then re-attach the antennas where they were and will have them painted to match the newly repaired/painted water tower. All costs incurred in removing the antenna, placement of a temporary antenna array, reattaching and painting the antennas shall be the sole responsibility of COMPANY. 2) The contractor will bid on the cost of painting/repairing the tower without the Antenna Facility. The contractor will then bid on the cost of painting/repairing the tower with COMPANY antennas left in place. The contractor will then proceed to paint/repair the tower with COMPANY'S antennas left in place. COMPANY will reimburse CITY for the difference between the two bids.

6. Reasonable Approval. Both parties shall not unreasonably withhold or delay approvals required under this lease.

7. Interference.

- a. COMPANY's installation, operation, and use of its transmission facilities under this Lease shall not damage or interfere in any way with CITY's water tower operations or related repair and maintenance activities. CITY, at all times during this Lease, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter, or improve the leased premises and to temporarily interfere with COMPANY'S equipment as may be necessary in order to carry out any of such activities. CITY agrees to give reasonable advance notice of such activities to COMPANY and to reasonably cooperate with COMPANY to carry out such activities with a minimum amount of interference with COMPANY's transmission operations.
- b. COMPANY shall operate its telecommunication facility in a manner that will not cause radio frequency interference to any and all of the City's current and future communications equipment. COMPANY shall operate its telecommunications facility in a manner that will not cause radio frequency interference to the operations of other subtenants, lessees, and/or licensees' operations which predate installation of COMPANY'S telecommunications facilities under this lease.
- c. This lease is made with the knowledge of both parties that there no other tenants on the water tower at this time , *however both parties acknowledge that Verizon is also working with the City to become a tenant..*
- d. In the event that COMPANY'S transmission operations interfere with any type of electronic reception or transmission of any other parties in the surrounding area, COMPANY agrees to use its reasonable best efforts to remedy such interference in accordance with applicable regulations and standards of the FCC and any other governing body. COMPANY warrants that it shall maintain all of its Antenna Facilities in full compliance with all applicable regulations of the FCC and other governing bodies. COMPANY will be responsible for correcting any intermod problems with other users of the property, should they occur due to the equipment installed and operated by COMPANY. In the event the interference cannot be eliminated, CITY may immediately terminate this agreement, whereafter COMPANY shall immediately remove all of its personal property and fixtures which interfere with City's use of the premises and remove all remaining personal property and fixtures in accordance with-paragraph 8.

8. Termination.

- a. ~~Either party may terminate this Lease at any time with ninety (90) days written notice to the other party;~~
- b. Except as otherwise provided herein, this Lease may be terminated by one party upon thirty (30) days written notice to the other party as follows:
 - 1) By either party, upon a default of any covenant or term hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of default to the other party;
 - 2) By COMPANY, if it is unable to obtain or maintain any license, permit, or other governmental approval necessary for the construction and/or operation of the transmission facilities or COMPANY business;
 - 3) By CITY, if it determines in its sole discretion and for any reason, that the tower is structurally unsound for use as a water tower, including but not limited to consideration of age of the structure, damage or destruction of all or part of the water tower or the Property from any source, or factors relating to condition of the Property; or
 - 4) By CITY, if COMPANY'S use of the Property becomes illegal under any federal, state or local law, rule or regulation.
- c. Upon termination of this Lease for any reason, COMPANY shall remove all of its equipment, personal property, Antenna Facilities, and leasehold improvements from the water tower and the Property within ninety (90) days after the date of termination, and shall restore the water tower and the Property to the condition it was in on the Commencement Date of the term of this Lease ordinary wear and tear excepted, all at COMPANY's sole cost and expense. Any such property which is not removed by end of said ninety (90) day period shall become the property of CITY, and COMPANY shall be responsible for the cost of removal of the equipment.
- d. In the event this agreement is terminated by CITY any prepaid rents prorated from the date the water tower and property are reasonably restored to their condition on the commencement date of this Lease will be refunded to COMPANY. In the event of termination for any other reason than

nonpayment of rent, the prorated rent to be returned to COMPANY are subject to deductions of costs incurred by CITY if COMPANY fails to remove equipment within 60 days of notice of termination.

9. Insurance.

- a. COMPANY shall provide Comprehensive General Liability insurance coverage, including premises/operations coverage, independent contractor's liability, completed operations coverage, contractual liability coverage, and CITY will be held harmless for acts of outside vendors in a combined single limit of not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence, and One Million Dollars (\$1,000,000.00) aggregate, and name CITY as an additional insured on such policy or policies. COMPANY may satisfy this requirement by an endorsement to its underlying insurance or umbrella liability policy.
- b. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard "All Risk" insurance policy, and, in the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.
- c. COMPANY shall provide to CITY, prior to Commencement Date of the Lease Term, evidence of the required insurance in the form of a certificate of insurance issued by an insurance company licensed to do business in the State of Wisconsin, which includes all coverage required above and contains evidence of the waiver of subrogation contained above. Said certificate shall also provide that the coverage may not be concealed, nonrenewable, or materially changed without thirty (30) days prior written notice to CITY.

10. In the event that it is established that COMPANY'S operation of the wireless facility is determined to be medically related to a health problem, CITY must notify COMPANY of the related issues. In the event that COMPANY causes, permits or allows such activities determined to be medically related to a health problem to continue, CITY shall have the right to immediately terminate this Lease if COMPANY fails to discontinue or remedy the operation within 60 days of written notice of any such relationship.

11. Damage or Destruction of Property. If the Property, water tower, or Antenna Facilities are destroyed or damaged so as, in COMPANY'S judgment to render the site unusable as an Antenna Facility, COMPANY may elect to terminate this Lease upon thirty (30) days written notice to CITY. In the event COMPANY elects to terminate the Lease, COMPANY shall be entitled to reimbursement of any prepaid rent prorated prior to the date of termination.

12. Condemnation. In the event the whole of the Property is taken by eminent domain, this Lease shall terminate as of the date title to the Property vests in the condemning authority. In the event a portion of the Property is taken by eminent domain, either party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days written notice to the other party. In the event of any taking under the power of eminent domain, COMPANY shall not be entitled to any portion of the award paid for the taking and CITY shall receive the full amount of such award, COMPANY hereby expressly waiving any right or claim to any portion thereof. Although all damages, whether awarded as compensation for diminution in value of the leasehold or the fee of the Property, shall belong to CITY, COMPANY shall have the right to claim and recover from the condemning authority, but not from CITY, such compensation as may be separately awarded or recoverable by COMPANY on account of any and all damage to COMPANY'S business by reason of the taking and for or on account of any cost or loss to which COMPANY might have in removing and relocating its equipment, personal property, and Antenna Facilities. CITY will refund any prepaid rents prorated as of the date the Property is taken by the Condemning Authority.

13. Indemnification. Except for the negligent acts or willful misconduct of CITY'S agents or employees, COMPANY agrees to indemnify, defend, and hold harmless CITY and its elected officials, officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, which may be asserted against or incurred by CITY or for which CITY may be held liable, which arise from the negligence, willful misconduct, or other fault of COMPANY or its employees, agents, or subcontractors in the performance of this Lease or from the installation, operation, use, maintenance, repair, removal, or presence of COMPANY'S transmission facilities on the water tower, including but not limited to electrical interference or health problems caused by COMPANY'S transmission operations, and specifically including the representations and warranties of Paragraph 15(b) of this lease.

14. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be

deemed given if personally delivered or mailed, certified mail, return receipt requested to the following addresses:

If to City, to:

John Weidl
City Manager
312 West Whitewater Street
P. O. Box 178
Whitewater, WI 53190

If to COMPANY, to:

Netwurx Internet
P. O. Box 245
North Lake, WI 53064

15. Representations and Warranties.

- a. CITY warrants that (1) it has full right, power, and authority to execute this Lease; and (2) to the best of its knowledge, it has good and unencumbered title to the Property free and clear of any liens or mortgages, except as may be disclosed by review of title.
- b. CITY warrants that It has no knowledge of any substance, chemical, or waste (collectively, "Substance") on the site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation.
- c. COMPANY represents and warrants that its storage and use of any Substance on the Property will comply with applicable federal, state or local law or regulation and that it will store and use said Substance on the property only if necessary for its transmission operations. COMPANY agrees to indemnify and hold harmless CITY from and against any and all liability, loss, cost, damage, and expense, including reasonable attorneys' fees relating from or due to the release, threatened release, storage or discovery of any of the above named materials that are part of COMPANY equipment, personal property, Antenna Facilities, or any component parts or by-products thereof in violation of applicable law.
- d. COMPANY, at its own cost, has the right to obtain a title commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of COMPANY, such title commitment shows any defects of title or any liens or encumbrances which may adversely affect COMPANY use of the Property, COMPANY shall have the right to cancel this Lease immediately upon written notice to CITY.

16. Assignment. COMPANY may not assign or sublet this Lease without the prior written consent of CITY except to any entity which controls, is controlled by, or is under the common control with COMPANY, or to any entity resulting from any merger or consolidation with COMPANY, or to any partner of COMPANY, or to any partnership in which COMPANY is a general partner, or to any person or entity which acquires all of the assets of COMPANY as a going concern, or to any entity which obtains a security interest in a substantial portion of COMPANY's assets, provided that COMPANY continues to indemnify and hold CITY harmless in accordance with Paragraph 13 above.

17. Successors and Assigns. This Lease shall run with the Property described in Exhibit "B." This Lease shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, and assigns.

18. Miscellaneous.

- a. This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.
- b. This Lease shall be construed in accordance with the laws of the State of Wisconsin.
- c. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.
- d. This Lease is subject to all zoning approvals and building permits.
- e. This Lease shall not be construed based upon the party or its representative who drafted this Agreement or parts thereof.

END OF TERMS

THE UNDERSIGNED LESSOR HEREBY AGREES TO LEASE THE ABOVE-MENTIONED PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN.

Signature _____
"Landlord"{printname}

Signature _____
Netwurx - David Roller

Signature _____
"Landlord"{printname}

DRAFT



Dear Public Works Committee members:

Netwurx Internet would like to lease space on the water tank located on the water tower at 797 Indian Mound Parkway. Netwurx has been in business since 1997. Our focus has been to make broadband internet available to rural southeastern Wisconsin. At this time we have over 80 access locations and 12 of those are on water tanks. We are very excited with the possibility of adding the water tank at 797 Indian Mound parkway to our network. We are requesting a lower annual rent payment than you get for similar use on the water tank located on E Carvath St and I would like to explain.

We are the first tenants on the Indian Mound water tank and as such there are extra requirements to building out this site that future tenants will not have the same financial burden.

- the construction of a roughly 200' paved access road
- electrical service to be installed to the area of the property for cellular carriers.

Typically an antenna facility intended for multiple tenants already has an access drive and a h-frame where electrical meters are located and electrical service can be connected relatively close to the leased ground space. We will have considerable expenses associated with being the first to this location.

Our proposed rental payment is also based on the number of potential clients we will be able to service from this location. The potential client base available from the Carvath St tank is substantially higher than that of your tank on Indian Mound Parkway. We also ask that you consider that our proposed rental payment is much higher than the amount paid to the city for use of the Carvath St tank when that agreement was new, creating a steeper path to reaching a return on our investment.

Thank you for your time and consideration in this matter.

Sincerely,
David Roller
Netwurx Internet
dave@corp.netwurx.net
(414) 831-3475



Council Agenda Item

Meeting Date:	June 18, 2024
Agenda Item:	Hometown Heroes Gala Update
Staff Contact (name, email, phone):	Sara Marquardt, smarquardt@whitewater-wi.gov Alyssa Ostrenga, aostrenga@whitewater-wi.gov

BACKGROUND

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

During the Common Council Meeting on September 12, 2023 regarding the City Manager's Budget Goals, Council member Hicks requested that the previous City Manager's goal of a City Gala be carried forward by the current City Manager. The proposed goal of the event was to recognize the volunteer contributions of many individuals who play a vital role in the functioning of the City.

During the Common Council Meeting on April 16, 2024, Alyssa Ostrenga, an event planning student intern for the City of Whitewater, introduced herself and the areas she would focus on planning for the City Gala. Those areas included fine-tuning the guest list, ordering decorations, coordinating catering, creating award categories and the selection process, managing printing services such as invitations, and contacting bands and organizations to provide musical entertainment for the event.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

The idea of hosting a Gala has been discussed for several years, but no action has been taken thus far.

FINANCIAL IMPACT

(If none, state N/A)

Based on the current proposal, the budget is approximately \$9,330.00.

STAFF RECOMMENDATION

Since the Gala was requested by the Council, the decision to proceed with it should also be made by the Council.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. PowerPoint Proposal

Hometown Heroes Gala



City of
WHITewater

Hosted by:

Purpose

The Hometown Heroes Gala will highlight community leaders including individuals serving on boards, committees, commissions and top officials and their contributions to the City of Whitewater.

Gala Information

Location:

Hamilton Room in the UW-
Whitewater University Center

190 Hamilton Green Way,
Whitewater, WI 53190



Gala Information

Date:

Friday, August 16, 2024

Time: 5 p.m. to 8 p.m

- Social Hour with Appetizers 5-6 p.m.
- Awards and Recognition 6-7 p.m.
- Live Performance 7-8 p.m.

Attire: formal, black tie



01 Venue

Room Capacity:
~250 if we want areas for
food, bar, photo booth,
dancing/music, etc.

TO - DO

- ❑ Planning Meeting six weeks from event
 - request a microphone, podium, sign holders, round tables with tablecloths, and a sound system for awards and band

Venue Cost Break-down

Total: \$1050.00

- Reservation **\$650.00**
- Tech Support **\$100.00**
 - \$25/hour (only after 4:30, rounds up to whole hours)
 - 4 hours
- Miscellaneous Add-ons **\$300.00**
 - Will know exact amount after planning meeting with the UC

02 Catering

~250 guests
Social/Appetizers from 5-6pm

TO - DO

- Place Order (at least three weeks before)

Hot Hors d'Oeuvres

Vegetable spring roll with sweet and sour sauce
\$38.99/dozen

x10

Grilled Shrimp with salsa verde **\$41.99/dozen**

x10

Beef slider, topped with bacon, cheddar cheese and spicy
roasted tomato ketchup **\$38.99/dozen**

x10

Cold Hors d'Oeuvres

Hummus shooter with crudite garnish **\$39.99/dozen**

x10

Caprese skewer with cherry tomato, fresh mozzarella, basil and balsamic glaze **\$39.99/dozen**

x10

Harvest chicken salad in phyllo cup **\$37.99/dozen**

x10

Fruits and Vegetables

Crudite display - fresh cut vegetables served with ranch sauce **\$5.49/person**

x1000

Seasonal fruit display - fresh cut melon and pineapple with seasonal berries and seedless grapes **\$4.79/person**

x1000

Desserts

Selection of housemade cookies and brownies
\$3.99/person

x125

Mini Cupcake Station **\$3.29/person**

x125

Drinks

Fruit Infused Water **\$9.99/gallon**

x3

Cold Soda **\$2.99 each**

x200

Cash Bar

Bar Set-up **\$75.00/bar**

x2

Bartenders **\$40.00 per hour/bartender**

x4

Alcohol
A La Carte (each guest pays for their own drinks)

Catering Cost Break-down

Total: ~\$5650.00

- Appetizers **\$3407.40**
 - 920 servings
- Desserts **\$910.00**
 - 250 servings
- Drinks **\$627.97**
 - 250 servings
- Cash Bar **\$650.00**

03 Awards

TO - DO

- Invite committees and community members to nominate individuals via email
- Form selection committee and review nominations
- Order Trophies with custom engraving

Award Categories

Preservation Protector

Recognizes an individual who has made outstanding contributions in the field of historic preservation, heritage education and advocacy in Whitewater.

Difference Maker

Recognizes an individual or group that works diligently to improve and strengthen the quality of life for themselves, their neighborhood, and the City of Whitewater.

Community Champion

Recognizes an individual whose leadership has positively impacted their community, culture or society through acts of kindness, bravery, and selflessness.

James D. Allen Service Award

Recognizes a city resident who best exemplifies Allen's legacy of community service and advocacy.

Volunteer of the Year

Recognizes a volunteer that has provided outstanding community services with direct benefits to the City of Whitewater during the current year. Services may be related to the environment, health and social services, arts and culture, recreation, education, or neighborhood/community improvements.

Award Process

Nomination

- Individuals may be self-nominated or nominated by a organization
- Nominations should explain how the nominated individual meets the award description and include specific examples of actions the nominee has made that qualify them for the award.

Selection

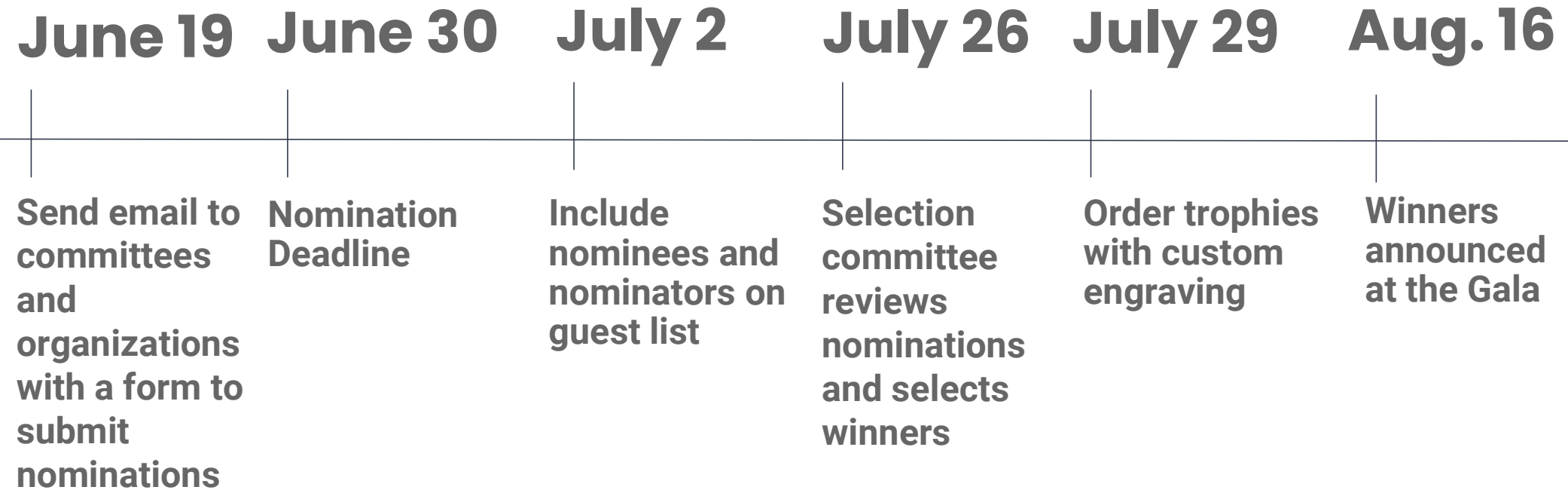
- A selection committee including some City Council members, city staff and the City Manager will review the nominations and select winners

Award

- Winners will be announced live at the Hometown Heroes Gala
- John Weidl, City Manager, will emcee the awards portion of the event



Award Process Tentative Timeline



Trophy Options

PLEASE
CHOOSE ONE

1 5in W x 8in H
\$39.99 each



2 7in W x 7³/₄in H
\$59.99 each



3 5in W x 8in H
\$49.99 each



*there may be additional fees due to the length of engraving
*need approximately two weeks between ordering and delivery

04 Printing Services

TO - DO

- Refine Guest List ~125
 - each guest gets to bring a “plus one”
 - include nominees and nominators

Invitations

- Order (UWW)
- Mail

04 Printing Services

Name tags

*includes name and any organizations

- Review RSVP responses
- Print

Thank you notes

- Order (UWW)
- Review attendance
- Mail

Invitation Design



Invitation Timeline

June 26

Place Order with UWW
Printing Services

July 10

Mail to the Guest List

July 30

RSVP deadline

***UWW Printing Services requires at least two weeks from placing the order to picking up the order**

Thank You Design



Thank You Note Timeline

June 26

**Place Order with UWW
Printing Services**

August 20

**Review Attendance and
Mail to Attendees**

***UWW Printing Services requires at least two weeks from placing the order to picking up the order**

Quote from UWW Printing Services

Total: ~\$130.00

- Invitations
 - Cardstock, 5 x 7
 - Envelope included
 - ~\$0.50/each

- Thank You Notes
 - Cardstock, 5 x 7
 - Envelope included
 - ~\$0.50/each

Printing Supplies (need to purchase)

Total: ~\$300.00

- Name Tags and Holders
 - **\$33.65 per 100**
 - Purchase 3 packs
- Stamps
 - **\$13.60 per roll of 20**
 - Purchase 13 rolls

05 Music

- Background music during social hour and awards
- Performance following awards (approx. 1 hour)

Piper Road Spring Band



- Band is confirmed for August 16, 2024 from 5-8pm

- \$1,000.00*

*additional \$200 if they need to provide their own sound system. We will contact them after the UWW Planning meeting

06 Decor

Total:
~\$500.00

Navy and Silver Colors

- Photo Area
- Table Centerpiece Jars
- Custom Flower Arrangements from Floral Villa

Photo Booth ~\$60.00



\$39.99 for frame
\$16.99 for drape

Centerpieces Jars ~ \$40.00



\$39.99 for 30 jars on guest tables

*Order and deliver to Floral Villa at least 2 weeks before event

Floral Villa Quote ~400.00



Custom corner arrangement for photobooth



Flowers and garnish to be placed in table centerpiece jars



Custom display for check-in table

Cost Break Down

1. Venue	1050.00
2. Catering	5650.00
3. Awards	400.00
4. Printing Services	430.00
5. Music	1200.00
6. Decor	500.00
TOTAL	\$9330.00

Thank You.

I look forward to hearing your feedback.

Please contact me at aostrenga@whitewater-wi.gov if you have any additional questions or concerns.

Sincerely, Alyssa Ostrenga
City of Whitewater
Event Planning Student Intern



Council Agenda Item

Meeting Date: June 18, 2024

Agenda Item: Volunteer Background Check

Staff Contact (name, email, phone): Sara Marquardt, smarquardt@whitewater-wi.gov, 262-473-1387

BACKGROUND

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

1. The City of Whitewater Summer Sports season is dependent upon the generosity of individuals willing to coach and assist with youth sports.
2. Conducting background checks on volunteers for youth sports is crucial to ensure the safety and well-being of all participants. These checks help to identify individuals who may pose a risk to children, thereby preventing potential harm.
3. Citizens expressed concern that our background check was too intrusive and irrelevant.
4. The City Attorney reviewed the policy and added a definition of direct contact to Section I. Purpose

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

1. Staff was unable to locate previous policy or procedures regarding volunteer coach background checks.
2. The Finance Committee reviewed the policy at the May 28, 2024 meeting, requested additional information and voted unanimously to send the policy to the Common Council for approval.

FINANCIAL IMPACT

(If none, state N/A)

Minimal – background checks cost \$7/check.


STAFF RECOMMENDATION

Staff recommends adopting the policy.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Volunteer Background Check Policy

		Volunteer Background Checks			
Owner:	HR Manager	Approving Position:	Common Council	Pages:	5
Issue Date:		Revision Date:		Review Date:	
Special Instructions:	New policy. This policy will be incorporated into the Recruitment and Selection Policy upon final approval of that policy.				

I. PURPOSE

With the objective of preserving the safety and well-being of youth participating in City-sponsored youth sports programs, the City of Whitewater will not knowingly allow any person convicted of a crime indicating a pattern of behavior detrimental to children to be placed in a position that would involve direct contact with children. Direct contact with children refers to any role requiring close interaction, supervision or responsibility over minors.

II. POLICY

Any individual applying to be considered as a volunteer coach (head or assistant) for any youth sports program/league sponsored by the City will be required to submit to an annual criminal background check prior to receiving a team coaching assignment. The requirements of the background check will be consistent with the process utilized for other Department employees.

III. PROCEDURE

A. Administration

1. All individuals applying to be considered as a volunteer coach will be required to sign a written authorization form allowing the City of Whitewater to process an individual criminal background check. All authorization forms must be turned in to the Parks and Recreation Department by a designated due date. Failure to provide the appropriate form by the designated deadline and/or failure to disclose past criminal history may disqualify the volunteer from coaching. The City of Whitewater Human Resources Department will administer the process of the criminal background screening/check through the Whitewater Police Department.
2. If the background screening/check reveals a conviction that is detailed under "Disqualifications or Exclusions" below or convictions that display a pattern of behavior that may have a detrimental effect on children, that individual will receive a written notice from the City that they are not eligible to begin or continue in their role as a volunteer coach. Determination of eligibility will be made by the Parks and Recreation Director in consultation

with the Human Resources Manager and potentially the Police Chief.

B. Confidentiality of Information

1. All forms and information submitted and/or received as a part of the background screening/check process will be kept confidential and retained in a safe and secure location in the Human Resources Department for a time period required by law, or six years, whichever is greater.
2. The results will not be disclosed to anyone other than the Parks and Recreation Director and applicable staff of the Human Resources Department and the Police Department unless required to do so by law.
3. Criminal histories are a matter of public record. If an individual is disqualified and/or excluded from volunteer coaching in a City sponsored youth sports program/league, the City cannot guarantee that this type of information, once discovered, will be kept confidential.

C. Disqualifications/Exclusions

1. A Coach will be disqualified, and prohibited from serving as a Coach, if the person has been convicted of the crimes listed below where the circumstances of the offense are substantially related to the services of a Coach. This policy does not apply if criminal charges resulted in acquittal or dismissal, or to any arrest that has not resulted in a conviction, other than an arrest on a pending charge. No applicant for a position as Coach, or any other position, shall be asked to provide information regarding any past arrest, which resulted in acquittal or dismissal other than information relating to a pending charge.
 - a. All sexual offenses, regardless of the amount of time since the offense. Examples include, but are not limited to: Child molestation, sexual assault, sexual battery, statutory rape, prostitution, solicitation, indecent exposure.
 - b. All felonies that constitute offenses against the person, regardless of the amount of time since the offense. Examples include, but are limited to: Murder, manslaughter, aggravated assault, kidnapping, robbery.
 - c. Any crimes against children, regardless of the amount of time since the offense.
 - d. All felony offenses other than crimes against the person or sexual crimes within the past ten (10) years. Examples include, but are not limited to: Drug offenses, theft, embezzlement, fraud, burglary.
 - e. All misdemeanors that constitute offenses against the person within the past seven (7) years. Examples include, but are not limited to: Simple assault, domestic violence, hit & run.
 - f. All misdemeanor drug or alcohol offenses within the past five (5) years or multiple of such offenses in the past ten (10) years. Examples include, but are not limited to: Driving under the influence, simple drug possession, disorderly conduct, public intoxication, possession of drug paraphernalia.

- g. Any other offense within the past five (5) years that could be considered a potential danger to children or demonstrates a propensity for violence.
 - 2. Should the background check indicate that a Coach has criminal charges pending alleging a violation of one or more of the disqualifying crimes listed in this policy, and if the Director determines the circumstances alleged are substantially related to the individual's qualification to serve as a Coach, the individual, whether or not serving as a Coach, may be disqualified until there is a resolution of the charges.
 - 3. Nothing in this Policy shall be construed as a waiver or limitation of the discretion of the Director to disqualify a Coach for reasons other than pending charges or conviction record when, in the sole opinion of the Director, disqualification is in the interest of the City or the program participants.
- D. Correcting Errors and Appealing Disqualifications
- 1. If the subject of any background check contends that the information provided in a background check report is erroneous, the Director shall use reasonable efforts to confirm the information and, if the information is determined to be inaccurate, reconsider the determination of disqualification.
 - 2. A volunteer coach applicant disqualified/excluded by the City may request an interview/review with the Parks and Recreation Director to appeal the decision. Further appeals may be presented to the City Manager whose decision will be final.
 - a. To appeal a decision, a notice of appeal must be submitted to the Parks and Recreation Department within 30 days of receiving the background check notification letter to include:
 - 1) Full Name and address of individual appealing
 - 2) Full Name and address of any person representing the individual
 - 3) A copy of the decision that is being appealed (i.e. the notification letter)
 - 4) Written description for the appeal to include particulars relevant such as facts or additional information
 - 5) Signature of the individual appealing.

IV. JOB AIDS - Background Authorization Form
Coach Written Notification Letter

CITY OF WHITEWATER AUTHORIZATION FOR RELEASE OF INFORMATION & WAIVER OF LIABILITY

I, fully recognize that the City of Whitewater has the need to conduct reference checks to verify information regarding a candidate for appointment that cannot be verified through examination. I understand that a reference check into all aspects of my qualifications will be conducted. I understand that although some of the information is a matter of public record, or would otherwise be accessible to me, this information will be inextricably interwoven with other confidential data to which I would not be privy, in compliance with and pursuant to Section 103.13 of the Wisconsin State Statutes.

By signing the release and waiver below, I respectfully request and hereby authorize the City of Whitewater, or any representative thereof, to be provided and view any and all information you may have from or concerning the following:

- Employment history, including without limitation all disciplinary records, performance evaluations, sick leave records, and any other matters contained in my personnel file;
- Scholastic records, from any school, college, university and other educational institutions;
- Records from Municipal, State and Federal agencies;
- Law enforcement agencies, including arrest, criminal and driving records. (Such records will not necessarily bar employment, and factors such as the age of the offense, seriousness and nature of the violation, relation to the job applied for, and evidence of rehabilitation will be taken into consideration);
- Credit agencies, shall be conducted in accordance with the Fair Credit Reporting Act and amendments thereto;
- Medical tests and records, in compliance with the Americans with Disabilities Act, upon conditional offer of employment, physical examinations, drug tests, etc. shall be conducted, with medical information maintained as confidential;
- Reference checks and background investigations.

The undersigned hereby authorizes any person or legal entity who may be contacted by the City of Whitewater to release and transmit any information, data, or opinions they may have. The undersigned further agrees to hold harmless and release from liability under any and all causes of legal action the City of Whitewater, its agents and employees, as well as persons, companies, schools, and others supplying such information, for any statements, acts, or omissions in the course of the investigation into the above referenced categories.

On behalf of myself, my heirs, assigns and successors interest, I forever hereby release and hold harmless from liability or damage whatsoever, which may result because of responses to this request for information under any and all possible causes of legal action, by any and all persons who shall request and or furnish any information.

I believe to the best of my knowledge that all information I have provided is accurate, true and correct and that I fully understand the terms of this release. I hereby knowingly, voluntarily, specifically, and permanently waive any rights I may have to examine, review, or to otherwise discover the contents of this reference and all documents related thereto, whether by request, appeal, grievance, or by legal process.

A photocopy reproduction of this request shall be for all intents and purposes as valid as the original. This release remains effective until you receive signed written instructions to the contrary. You may retain this form in your files.

Please list all of the addresses you have lived at over the last five years.

APPLICANT—PLEASE COMPLETE THE FOLLOWING:

Signature Today's Date

Print Name: (First) (Middle) (Last) (Maiden)

Other Names Used: _____

Please list all of the addresses you have lived at over the last five years.

Current Address _____ City: _____ State: _____ Zip Code: _____ Since: _____ (Mo/Yr)
 Address #2 _____ City: _____ State: _____ Zip Code: _____ Dates: _____ to _____
 Address #3 _____ City: _____ State: _____ Zip Code: _____ Dates: _____ to _____
 Address #4 _____ City: _____ State: _____ Zip Code: _____ Dates: _____ to _____
 Address #5 _____ City: _____ State: _____ Zip Code: _____ Dates: _____ to _____

The following information is required by law enforcement agencies and other entities for positive identification purposes when checking public records. It is confidential and will not be used for any other purposes.

Date of Birth Social Security Number
 State: _____

Driver's License Number
Have you ever been charged with or convicted of any crime, traffic violation or violation of a municipal ordinance (excluding parking tickets)? No _____ Yes _____ If yes, please provide city and state of conviction and details of conviction. _____

Once completed, please return this form Human Resources.

Office Use Only Department to Charge: _____



Date:

Subject: Volunteer Coach Application Status

Dear [Applicant's Name],

Thank you for your interest in volunteering as a coach with the City of Whitewater. We appreciate the time and effort you invested in completing the process and undergoing the necessary background check.

After careful review of your background check results (see attached), we regret to inform you that we are unable to proceed with your application at this time. Our organization prioritizes the safety and well-being of our participants, and our background check criteria play a crucial role in ensuring a safe environment for everyone involved.

Please understand that this decision was not taken lightly, and it is based solely on the results of the background check. A volunteer coach applicant disqualified by the City may request a review with the Parks and Recreation Director to appeal the decision. Further appeals may be presented to the City Manager whose decision will be final.

To appeal a decision, a notice of appeal must be submitted to the Parks and Recreation Director within 30 days of receiving the background check notification letter to include:

- Full Name and address of individual appealing
- Full Name and address of any person representing the individual
- A copy of the decision that is being appealed (i.e. the notification letter)
- Written description for the appeal to include particulars relevant such as facts or additional information
- Signature of the individual appealing.

We wish you the best in your future endeavors and thank you again for your interest in volunteering with us.

Sincerely,



Council Agenda Item

Meeting Date:	June 18, 2024
Agenda Item:	Grievance Process
Staff Contact (name, email, phone):	Sara Marquardt, smarquardt@whitewater-wi.gov, 262-473-1387

BACKGROUND

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

1. The Common Council requested a change to the grievance process that would allow an avenue for an employee to file a grievance or complaint independent of the City Manager. That addition is highlighted in yellow.
2. The City Attorney reviewed the policy and made some minor adjustments to the wording.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

1. The Finance Committee reviewed the policy at the May 28, 2024 meeting, requested the addition of the City Attorney to III.A.6.a.5) and voted unanimously to send the policy to the Common Council for approval.

FINANCIAL IMPACT

(If none, state N/A)

N/A

STAFF RECOMMENDATION

Staff recommends adopting the policy.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Grievance Process Policy

MEMORANDUM

www.whitewater-wi.gov
Telephone: (262) 473-0104
Fax: (262) 222-5901

To: Finance Committee
From: John Weidl, City Manager
Date: April 18, 2024
Re: Grievance process

Dear Finance Committee-

I am writing to address recently raised concerns regarding our current grievance process and to propose a modification intended to enhance transparency and trust within our city administration. This action is prompted by issues raised during the tenure of a former council member.

Historically, our grievance policy has been robust, designed to provide a fair and systematic approach for addressing employee grievances, including issues related to discipline, termination, and workplace safety. However, allegations were made suggesting that the involvement of the City Manager in the grievance process could potentially deter staff from filing grievances against the City Manager due to perceived bias or fear of retaliation.

Though these claims are unfounded, it is essential to address even the perception of bias to ensure all city employees feel they have access to a fair and impartial process. The integrity of our grievance process is paramount, not only to uphold the rights and well-being of our staff but to maintain the functional integrity of our city operations.

Therefore, in consultation with the HR department, we propose the following modification to the Grievance Procedure, specifically for grievances that involve the City Manager:

Step One, Section 5 (new):

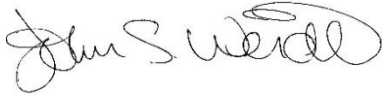
"In the event the grievance or complaint involves the City Manager, the employee may initially file the grievance with the HR Manager, who shall coordinate the investigation with an impartial hearing officer. The impartial hearing officer in this case would be selected by the HR Manager or City Attorney."

This adjustment ensures that the grievance process remains untainted by potential conflicts of interest and reinforces our commitment to a transparent and equitable resolution process. The selection of the impartial hearing officer by the HR Manager or City Attorney, rather than the City Manager, adds a layer of neutrality and is designed to restore confidence among our employees in the grievance system.

We will request the council's review and approval of this modification. Implementing this change will help fortify our employees' trust in their leaders and the processes that support their professional environment.


Thank you for considering this necessary amendment to our grievance policy.

Warm regards,

A handwritten signature in black ink, appearing to read "John S. Weidl". The signature is fluid and cursive, with the first name "John" and last name "Weidl" clearly distinguishable.

John S. Weidl, City Manager

JSW/RLM

		Grievance Process			
Owner:	HR Manager	Approving Position:	Common Council	Pages:	4
Issue Date:	12-22-2011	Revision Date:		Review Date:	
Special Instructions:	Section 66.0509, Wis. Stats. This version expands the policy and guidelines sections, adds a step for complaints against the City Manager and a minor re-word for complaints against department heads.				

I. Policy

This policy is intended to comply with Section 66.0509, Wis. Stats., and provides a grievance procedure addressing issues concerning workplace safety, discipline and termination. The policy provides an employee with the individual opportunity to address concerns regarding corrective action, termination or workplace safety matters, to have those matters reviewed by an Impartial Hearing Officer and to appeal to the Common Council of the City of Whitewater

This policy applies to all employees covered under Section 66.0509, Wis. Stats., other than police and fire employees subject to Section 62.13(5), Wis. Stats.

II. Guidelines

The City expects employees and management to exercise reasonable efforts to resolve any questions, problems or misunderstandings prior to utilizing this policy. An employee subject to a contractual grievance procedure shall follow the contractual grievance procedure to the extent those procedures cover the matters covered by the Grievance Process. An employee subject to statutory dispute resolution procedures shall be subject to those procedures to the extent those procedures cover the matters covered by the Grievance Process. The City reserves all rights and this Grievance Process does not create a contract of employment or any other legally binding contract. Employees of the City of Whitewater are employed at-will and may resign or be terminated with lawful reason or without reason. The City may terminate the employment relationship at any time with or without reason and without violation of applicable law.

III. Procedures

A. Grievance Procedure

1. Subject Disciplinary Actions

- a. Any disciplinary action may be subject to appeal by an employee under this grievance procedure except the following:
 - 1) Placing an employee on paid administrative leave pending an internal investigation
 - 2) Counseling, meetings or other pre-disciplinary action
 - 3) Actions taken to address work performance, including use of a performance improvement plan or job targets
 - 4) Demotion, transfer or change in job assignment

2. Subject Terminations

- a. Any form of involuntary separation may be subject to appeal by the former employee except the following:
 - 1) Job abandonment, “no-call, no-show”, or other failure to report to work
 - 2) The inability to perform job duties for any reason.

3. Workplace Safety

Workplace safety is defined as conditions of employment affecting an employee’s physical health or safety, the safe operation of workplace equipment and tools, safety of the physical work environment, personal protective equipment, workplace violence, and training related to same.

4. Supervisor Notice

- a. An employee should first discuss complaints or questions with their immediate supervisor.
- b. Every reasonable effort should be made by supervisors and employees to resolve any questions, problems or misunderstandings that have arisen before filing a grievance.

5. Written Grievance Requirements

- a. An employee wishing to file a grievance under this policy must provide a detailed description of the grievance including:
 - 1) The name and position of the filing employee
 - 2) A description of the issue
 - 3) A statement of the relief sought
 - 4) A clear explanation of the facts supporting the grievance
 - 5) The date(s) when the event(s) giving rise to the grievance took place
 - 6) A statement of the policy, procedure or rule that is being challenged

- 7) The steps taken by the employee to review the matter, either orally or in writing, with the employee's supervisor
- 8) The employee's signature and the date.

6. Grievance Process

a. Step One

- 1) The employee must prepare and file a written grievance with the Department Director within five (5) business days from the date the employee becomes aware of the event(s).
- 2) Together with the HR Department, the Department Director or their designee will investigate the facts giving rise to the grievance.
- 3) The Department Director will inform the employee of their decision in writing, if possible within ten (10) business days of receipt of the grievance.
- 4) In the event the grievance involves the Department Director, the employee may initially file the grievance with any employee of the HR Department, who shall conduct the investigation with the assistance of the City Manager.
- 5) In the event the grievance or complaint involves the City Manager, the employee may initially file the grievance with the HR Manager or City Attorney, who shall coordinate the investigation with an impartial hearing officer. The impartial hearing officer in this case would be selected by the HR Manager or City Attorney.

b. Step Two

- 1) If the grievance is not settled at Step One, the employee may appeal the grievance to the City Manager within five (5) business days of the receipt of the decision of the Department Director at Step One.
- 2) The City Manager or their designee will review the matter and inform the employee of their decision, if possible within ten (10) business days of receipt of the grievance.

c. Step Three

- 1) If the grievance is not settled at Step Two, the employee may request in writing, within five (5) business days following receipt of the City Manager's decision, a review by an impartial hearing officer.
- 2) The City Manager, shall select the impartial hearing officer from a list of candidates approved by the Common Council.
- 3) The hearing officer shall not be a City employee.
- 4) In all cases, the grievant shall have the burden of proof to support the grievance.

- 5) The impartial hearing officer will determine whether the City acted in an arbitrary and capricious manner.
- 6) This process does not involve a hearing before a court of law; thus, the rules of evidence will not be followed.
- 7) Depending on the issue involved, the impartial hearing officer will determine whether a hearing is necessary, or whether the case may be decided based on a submission of written documents.
- 8) The impartial hearing officer shall prepare a written decision.

d. Step Four

- 1) If the grievance is not resolved after Step Three, the employee or the City Manager shall request within five (5) business days of receipt of the written decision from the hearing officer a written review by the Governing Body.
- 2) For Library employees, the appeal shall be filed with the Library Board.
- 3) For all other employees, the appeal shall be filed with the Common Council for review at the Council's next regularly scheduled meeting.
- 4) The Council shall not take testimony or evidence; it may only determine whether the hearing officer reached an arbitrary or incorrect result based on a review of the record before the hearing officer.
- 5) The Council or its designee will inform the employee of its findings and decision in writing within ten (10) business days of the meeting.
- 6) The Common Council shall decide the matter by majority vote and this decision shall be final and binding.

7. Time Limits

- a. An employee may not file a grievance outside of the time limits set forth in the grievance process.
- b. If the employee fails to meet the deadlines set forth above, the grievance will be considered resolved.
- c. If it is impossible to comply with the deadlines due to meeting notice requirements or meeting preparation the grievance will be reviewed at the next possible meeting date.
- d. An employee must process their grievance outside of normal work hours, unless the employee elects to use accrued paid time (vacation, comp time etc.) in order to be paid for time spent processing their grievance through the various steps of the grievance procedure.

IV. Reporting

V. Job Aids



Council Agenda Item

Meeting Date: June 18, 2024

Agenda Item: Good Governance Manual

Staff Contact (name, email, phone): Sara Marquardt, smarquardt@whitewater-wi.gov, 262-473-1387

BACKGROUND

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

1. At the May 28, 2024, Common Council meeting, the Council reviewed the Good Governance Manual and proposed several additions. These included guidelines on the use of electronics during meetings, improved communication protocols, and clarification on how to handle emerging issues within the body.
2. The City Attorney reviewed the proposed changes and made further revisions, all of which are included in the attached document.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

- October 5, 2010 – Whitewater Common Council passed the Transparency Ordinance.
 April 17, 2018 – Whitewater Common Council passed the Good Governance Manual. Minor updates passed on June 8, 2020.
 November 7, 2023 – Whitewater Common Council provided a statement on a self-governance plan.
 May 28, 2024 – Whitewater Common Council reviewed the Good Governance Manual

FINANCIAL IMPACT

(If none, state N/A)

N/A

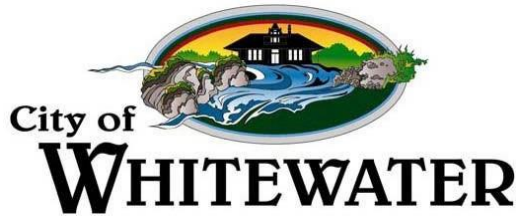
STAFF RECOMMENDATION

Staff recommends that Common Council approve the changes to the Good Governance Manual and direct staff to distribute copies to all Council, Board and Commission members.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Good Governance Manual – revised 5/28/24



Good Governance Manual



Prepared by: Common Council/City Manager

Approved: April 17, 2018

Revised: May 21, 2018, June 8, 2020, October 3, 2020 and May 28, 2024

Municipal Official Orientation Manual
A Guide for Elected and Appointed Public Officials in the City of Whitewater

A Welcome to Public Officials

Welcome to the world of public service. As a newly elected or appointed official in the City of Whitewater, there is much to learn about the inner workings of city government and the city organization as a whole. However, do not be intimidated; any effort you put forward in learning the ins and outs of municipal government operations will be greatly rewarded through the positive impact you will be able to make on the Whitewater community. Citizenship demands the shouldering of civic responsibility by all those who would preserve the freedoms we all enjoy. By virtue of your appointment, you have become an example of true citizenship for your peers in the Whitewater Community.

While government is often thought of as redundant or inefficient, good government actually makes all our lives better by preserving a sure foundation on which to build our families, businesses, and communities. By giving of your time and talents to benefit your community, you will serve as a positive example to your fellow community members, but you will also have the opportunity to leave a valuable legacy for those that will follow after you.

This manual has been prepared to aid you in gaining a basic understanding of some of the fundamentals of conduct and operations within city government. Please feel free to refer to this manual often. City ordinances and city staff can also be valuable resources in helping to guide you in your efforts to serve the community.

Welcome and congratulations on your new role as a public official!

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**City of Whitewater
Public Official Code of Conduct
Good Conduct for Effective Governance**

Statement of Purpose

It is the goal and expectation of the City of Whitewater that all public officials (elected or appointed) strive to uphold, exhibit, and promote civil and ethical conduct in public forums and maintain the highest standards of personal conduct, integrity, truthfulness, and fairness in carrying out their public duties. To this end, the following code of conduct has been developed to help illustrate the characteristics public officials are encouraged to emulate while in office.

Code of Conduct for Public Officials

As a representative of the City of Whitewater, public officials are encouraged to help strengthen the community by building public trust, encouraging open dialogue, maintaining transparency and actively sharing ideas and opinions with others in thoughtful and considerate ways. The following list of behaviors and practices helps to illustrate the high standards expected of those in public office.

1. **Be Informed:** Endeavor to read the packet material provided before each meeting, keep informed on all local, state and national developments of municipal significance, and arrive at each meeting prepared to conduct City business in a meaningful manner.
2. **Pay Attention:** Strive to be aware of others and sensitive to the immediate context of actions taken.
3. **Listen Closely:** Strive to understand other points of view, to seek first an understanding of what other individuals or groups may have to say before making any final decisions related to business being conducted.
4. **Be Inclusive:** Welcome and encourage participation of all parties involved in the discussion on any issue, excluding none.
5. **Avoid Gossip:** Discourage and avoid the spread of gossip, which can undermine the public process.
6. **Be Agreeable:** Actively look for opportunities to agree on community issues and in all other cases, be civil and cordial, agreeing to disagree without being disagreeable.
7. **Show Respect:** Show respect for the viewpoints of others and refrain from abusive conduct, personal charges, derogatory remarks or verbal attacks upon the character, actions, or opinions of others, whether they be elected or appointed officials, city staff, or the public. Avoid pursuing any conduct or action calculated to embarrass another public official or any member of the public. Praise in public and reprimand in private. When debating or commenting in a meeting, focus on the issue and avoid negative comments regarding the groups or individuals involved.
8. **Be Honest and Transparent:** Practice and encourage full and open disclosure by participating openly and transparently in meetings and activities as required by law. Practice and encourage this same openness by providing full explanations of the intent and motives behind actions to fellow board or committee members. Refrain from withholding or concealing any information or matter in which fellow committee members should be concerned.

9. **Maintain Confidentiality:** Respect and maintain the confidentiality of information that cannot be disclosed (i.e. information from a closed or executive session) by not divulging said information at any time while outside of a closed or executive session. In all ways protect and maintain the security of confidential records.
10. **Demonstrate Proper Meeting Etiquette:** Observe proper decorum and behavior in meetings and refrain from interrupting other speakers, making personal comments not related to the discussion or otherwise interfering with the orderly conduct of the meeting.
11. **Accept Responsibility and Be Sincere:** When mistakes or misunderstandings occur, the best way to move beyond the incident and to restore public trust is to be honest. Accept full responsibility for personal actions and opinions, avoid shifting blame to other groups or individuals. Be open and upfront regarding disagreements. Endeavor to repair damaged relationships, including openly and promptly apologizing where appropriate.
12. **Put City Interests First:** Always strive toward achieving the common good for the community by pursuing those decisions, actions and initiatives that are best for the community. Avoid conflicts of interest. At all times, place duty to uphold the law and duty to pursue organizational goals and objectives above personal interests.
13. **Seek No Personal Advantage:** Public officials, especially those that are elected, stand as agents of the public purpose and should conduct themselves in an open, fair and impartial manner. When it comes to municipal rules, laws, or services, do not seek special treatment for others, whether they be neighbors, friends, coworkers, employers, or family. Do not use the municipality or any part of a municipal program for personal advantage or for the advantage of others. Strive to live and serve in a manner that is above reproach and avoid the appearance of impropriety.
14. **Uphold the Democratic Process:** Perform duties with diligence and in accordance with the rules of order established by the common council, board, commission, or committee conducting business. Recognize that the authority to take formal action to direct or recommend rests with the common council or its designated committee in legal session and not with any individual members of said bodies. Public officials may express opposition to an action made by their respective committee(s). However, do not publicly criticize individual committee members or the committee as a whole for said action when the action has been properly presented, voted on, and passed by a majority vote. Ensure that citizen involvement and citizen opinions regarding public policy issues are fully considered.

Municipal Official Orientation Manual
A Guide for Elected and Appointed Public Officials in the City of Whitewater

General City Information

Municipal Government Structure in Wisconsin

Cities in Wisconsin are incorporated municipalities that are created at the request of their inhabitants to perform local services. The Wisconsin Supreme Court has stated that municipalities are, “established by law to assist in the civil government of the state and to regulate and administer the internal or local affairs of the territory within their corporate limits.” Because municipalities were created by the state, they have been referred to as “creatures of the state.” As creatures of the state, municipalities have no inherent powers and have only the powers given them. Wisconsin cities are fortunate in that they have been granted extensive “home rule” powers. Home rule is the ability of cities to govern themselves in local matters without state interference. Wisconsin municipalities have two sources of home rule authority: (a) constitutional and (b) statutory or legislative. For more information on home rule, see the *Handbook of Wisconsin Municipal Officials*.

Class of Cities

The municipality of the City of Whitewater is organized as a 4th Class City under Wis. Stats. Chapter 64.

Council-Manager Form of Government

Per Municipal Code of Ordinances Chapter 2.04.010, the City of Whitewater is organized under the city manager plan of government as outlined in Wis. Stats. Chapter 64. This means that the city is governed by a common council composed of seven members, one councilmember from each aldermanic district in the city and two councilmembers at large. The city manager oversees the day-to-day operation of the city government and labors to ensure that policy direction provided by the common council is carried out efficiently and effectively.

The City Manager

The city manager serves as the chief executive officer for the City and oversees the day-to-day operation of all city departments. The city manager carries out the policy direction provided by the common council. The city manager possesses the sole responsibility for the creation and elimination of employment positions within the city and the discipline and/or termination of employees with the exception of those positions falling under the authority of the Police and Fire Commission. The city manager, together with the common council president, reviews and then recommends the appointment of individuals to serve on the various boards, committees, and commissions of the city government. The city manager is appointed and serves at the pleasure of the common council.

For more details regarding the office of city manager, see Whitewater Municipal Code of Ordinances Chapter 2.12 and Wis. Stats. Chapter 64.

The Common Council

The common council is composed of one councilmember from each of the five aldermanic districts in the City and two councilmembers at large. The term of office for each councilmember is two years, at which point the councilmember can seek reelection.

The common council is the highest legislative body in the local government of the City of Whitewater. As such, the common council has full legislative authority over all aspects of city government. Unless otherwise stated in local ordinance or state statute, the common council is responsible for final approval of all recommendations and actions proposed by standing and/or ad hoc committees. The common council appoints the city manager and confirms committee appointments recommended by the city manager and common council president. The common council possesses authority to enact ordinances, adopt resolutions, and otherwise establish policies for the long-term benefit of the City of Whitewater.

It is important to note that the common council is only empowered to act on behalf of the City when a majority of councilmembers is present. Individual members of the common council possess no legislative authority in and of themselves.

The Common Council President

The common council president is elected at the first meeting after the election of new councilmembers. This occurs on the second regularly scheduled meeting of April each year. A president pro tem is also elected to serve the role of president when the common council president is absent. The common council president presides over and conducts meetings of the common council. As the first among peers, the common council president is responsible for preserving “order and decorum” at each meeting.

Boards, Committees and Commissions

The common council is the policy-making body for the City. Unless otherwise endowed with specific decision-making authority, all committees serve in an advisory capacity to or for the common council.

City ordinances allow for a number of standing boards, committees, and commissions that provide direction and input on policy development for specific areas of city administration. Membership requirements vary by the type and purpose of each committee. However, these committees are typically comprised of at least one councilmember and a number of community members that reside within the City’s jurisdictional boundary. The following list includes all standing committees currently established by ordinance.

- Alcohol Licensing Review Committee (Ch. 5.20.025)
- Board of Review (Ch. 2.60)
- Board of Zoning Appeals (Ch. 19.72)
- Community Development Authority (Charter Ord. No. 4)
- Community Involvement & Cable TV Commission (Ch. 2.50)
- Disability Rights Commission (Ch. 2.46)
- Ethics Committee (Ch. 7.04)
- Finance Committee (Ch. 2.47)
- Lakes Advisory Committee (Ch. 2.73)
- Landmarks Commission (Ch. 17.08)
- Library Board (Ch. 2.56)
- Parks & Recreation Board (Ch. 2.52)
- Plan & Architectural Review Commission (Ch. 19.06)
- Police and Fire Commission (Ch. 2.28)
- Public Works Committee (Ch. 2.45)

- Urban Forestry Committee (Ch. 2.12)
- Whitewater University Technology Park Board

Committee Appointments

Individual committee appointments occur annually, typically at the first common council meeting following the Spring Election. However, due to unexpected vacancies or resignations, appointments can occur at any time throughout the year. The process for filling committee vacancies is as follows:

1. Vacancies are announced via the city website, social media, and the official newspaper prior to any appointment being made.
2. A standard application form shall be provided in electronic and hard copy for use by all applicants (including incumbents wishing to be reappointed).
3. Once applications are received, they are compiled by the city clerk and delivered to the city manager and common council president for review.
4. The common council president and city manager review applications and arrange for face-to-face meetings with applicants. If schedules do not permit a face-to-face meeting, this step can be completed by phone or web conference.
5. The common council president and city manager convene to discuss applicants and select candidates for recommendation to the common council. Recommended appointments are placed on the agenda for the next common council meeting for approval.
6. The common council deliberates on the recommended appointments and approves or denies the appointments.
7. Individuals who have been successfully appointed to a committee are then contacted by the City Manager's designee and a date is set for orientation.
8. The new committee member attends a committee member orientation as soon as possible following appointment.

Criteria for the Appointment of Committee Members

When considering applicants for appointment to a committee, the city manager and common council president will look at a variety of factors that includes, but is not limited to the following:

Availability: Regular attendance at committee meetings is mandatory. If a committee member fails to attend three consecutive regular meetings, or fails to attend at least three-fourths of the regular meetings during the preceding 12 months, s/he may be replaced.

Number of Previous Terms (Incumbents): Unless otherwise stated in ordinance, no member of any committee can serve for more than two consecutive terms. If an applicant has served for two consecutive terms, s/he must have been off said committee for at least one term before reapplying for appointment.

Knowledge and Life Experience: Relevant life experience, whether personal or professional, can provide added value to the composition of a committee and is often viewed favorably in the selection process.

References: References are an important resource in helping to identify applicant strengths and weaknesses as part of the selection process.

Residency: While some committees do not require residence within city limits, the majority will require residency within the boundaries of the Whitewater Unified School District or within the municipal limits of the City of Whitewater.

Other Factors: The ultimate goal of the city manager and common council president when making committee appointments is to ensure committees are filled by diverse and competent individuals capable of making sound decisions and capable of working together even when opinions may differ. With this goal in mind, a full range of additional factors may be considered with each appointment, and some factors may vary depending on the vacancy needing to be filled. Things such as political background, prior public service experience, and professional and personal relationships with current committee members may all be relevant.

All about Public Meetings

All meetings of the common council or any other established committee must be open to the public pursuant to open meetings law, with few exceptions (see Closed Sessions, page 8). The intent of the law is to ensure that council action and deliberation is conducted openly. All regular and special meetings must be publicly noticed with an agenda that includes a specified time and date in advance of the meeting.

Public meetings, whether of the common council or another municipal committee, serve as a showcase of municipal government for the people of Whitewater. Meeting attendees can often include journalists and reporters for local news outlets, university students, representatives from community groups, and interested residents. Common council meetings are broadcast live and meeting business is often the subject of newspaper articles the following day. In short, many eyes are on each meeting with the public often basing its opinion of the entire City on how efficiently committee meetings operate.

The following subsections provide important information regarding the conduct of common council meetings. The guidance herein given also extends to the many standing committees and commissions established by ordinance.

Meeting Schedules

As established by ordinance, the common council is required to meet at least once per month. Regular meetings are held on the first and third Tuesdays in each month. Meetings begin at 6:30 p.m. If a common council meeting date falls on an election day or a holiday, the meeting is held on the Thursday of the same week instead. All other committees should maintain a regular meeting schedule and make sure the schedule is posted on the committee's webpage. The regular meeting schedule should also be provided to the city clerk for the municipal record.

Special Meetings

When at all possible, municipal committees, especially the common council, should endeavor to conduct business during regular meetings. However, circumstances may, at times, call for a meeting outside of the regular meeting schedule. These meetings are referred to as "special meetings." When circumstances warrant a special meeting, the staff person responsible for the committee should work with the committee chair to establish a meeting time when a majority of committee members can attend. In the case of the common council, the city manager is primarily responsible for arranging the meeting; however, the city manager will typically work with the common council president to arrange the meeting at a time when the largest number of councilmembers are available. Posting of the special

meeting should comply with the requirements set forth in the Whitewater Transparency Enhancement Ordinance (Ord. 2.62).

If a minority of committee members disagree with the calling of the special meeting, said committee members can submit a written objection for the meeting record. In lieu of submitting a written objection, language can be placed on the next regular meeting agenda calling out the objection. This allows the objecting party an opportunity to voice their objection, which is then added to the minutes for the meeting.

Electronic Devices

Electronic devices such as smart phones, tablets, Chromebooks and laptops have become commonplace in the Whitewater community. Use of electronic devices during a public meeting is encouraged when the device is used as an alternative to printed materials, to look up information relevant to the discussion items, or a similar use that supports the discussion at hand. Use of electronic devices for other irrelevant uses is discouraged.

City staff provides all common council members with an electronic copy of posted packet materials in advance of the meeting via email. City departments may also provide an electronic version of packet materials to other committees. The City maintains a number of Chromebooks which can also be used by public officials during meetings to reduce or avoid the need for paper copies of meeting materials. Chromebooks can be made available to public officials upon request. A request must be provided ahead of time so that the device can be ready at the start of the meeting.

Electronic Communications

During public meetings, electronic messaging (text, email, IM, etc.) should not be used for private communication. While use of electronic devices is encouraged, encouragement comes with the expectation that devices will be used for meeting business and personal communications will be avoided. Public officials should not correspond via electronic messaging on agenda items during the meeting, unless the conversation will be publicly shared with the full common council as part of the meeting discussion. **Electronic communications sent or received by Council Members during a meeting may create public records subject to disclosure under Wisconsin's Public Records Law, and may be attributed to the City and the Council.**

If the need to make a personal communication arises during the meeting, public officials should step out of the meeting room to communicate. No device should be used by a public official for personal entertainment while a meeting is in session.

Packet Materials

In general, meeting materials are provided in advance of every meeting. Hard copies of meeting materials are usually distributed three to four days in advance of the meeting. Common council packets, for example, are distributed to common council members on the Friday before the next meeting. Public officials are expected to review meeting materials provided in the packet prior to the meeting so that they can more effectively contribute to the discussion for each item on the agenda.

Questions of Staff

City staff welcomes questions related to agenda items. When questions are shared with staff in advance of the meeting day, additional material to help answer the question can usually be provided by the start of the meeting. Questions during meetings are, of course, welcome also, but some questions may

require additional staff research thus delaying a response until the next meeting.

Meeting Records

Meetings of the common council, community development authority, plan and architectural review commission, and police and fire commission are required to be recorded on video per the Whitewater Transparency Enhancement Ordinance Ch 2.62. The common council and the plan and architectural review commission are also broadcast live a. In addition, the city clerk, under the direction of the city manager, is responsible for maintaining meeting records including documenting the minutes of the proceedings at each public meeting. Due to the number of potential meetings, most committees are assigned a specific city employee to serve as meeting support, distributing agendas and keeping minutes.

Closed Sessions

While meetings are required to be open by law, there are situations where the best interest of the City demands a confidential discussion. Closed sessions are allowed under Wisconsin Statutes for a limited list of circumstances. Items discussed in closed session should not be shared outside of closed session or with persons not party to the closed session discussion. The importance of maintaining confidentiality surrounding items discussed in closed session cannot be overstated. It is also important to limit closed session discussions to the topic(s) noted on the agenda. Discussion of issues other than what is posted on the agenda and what qualifies as permissible in closed session is a violation of state law with violators subject to a fine.

Rules of Order

The common council has the authority by ordinance to determine its own rules of procedure. However, *Robert's Rules of Order* serves as a general guideline for setting procedures in meetings. Specific details regarding the conducting of meetings can be found in the Whitewater Municipal Code of Ordinances, Chapter 2.08.

Setting the Agenda

By local ordinance, the agenda for meetings of the common council is set by the city manager. Councilmembers wishing to add agenda items should make their request no later than ~~one week~~ noon 6 business days prior to the meeting. Councilmembers can make requests by contacting the city manager directly, or by contacting the city clerk who will then notify the city manager. The city manager will honor all legal agenda item requests made by a councilmember. However, if the city manager anticipates a long meeting or that a particular item requested will be contentious and result in a lengthy meeting, s/he may contact the requesting councilmember to discuss setting the item for a future meeting agenda. Specific details regarding setting the agenda can be found in the Whitewater Municipal Code of Ordinances, Chapter 2.08.

For all municipal committees outside of the common council, meeting agendas should be set by the committee chair. In cases where there is a staff person assigned to support a particular committee or commission, the staff member should assist in drafting the agenda, ensuring that the agenda complies with standard formatting guidelines. Just as with requests made by councilmembers, the committee chair should honor requests for agenda items that are submitted by committee members. If a question or concern regarding a potential discussion item arises, the committee chair should consult with the assigned staff person, the city clerk, or the city manager for guidance.

Meeting Attendance and Participation

To ensure that voting members are well versed on the issues facing the board or commission, regular attendance is mandatory. In the event that a member fails to attend three consecutive, regular meeting or fails to attend at least three-fourths of the regular meetings during the preceding twelve months, the board may request that the common council select another individual to serve out the member's term.

Code of Ethics for Public Officials

The municipal government of the City of Whitewater can only be as effective as it is independent, impartial and responsible to the people. For this reason, all public officials, whether elected, appointed, or otherwise employed by the City of Whitewater are expected to adhere to ethical standards as outlined in Wis. Stats. Secs.19.41-19.59 and as outlined in chapter 7 of the Whitewater Municipal Code of Ordinances, which is included at the end of this manual.

Prohibited Conduct

In general, the state ethics law as referenced above, prohibits the following conduct:

Use of Office for Private Gain: Public officials are prohibited from using their offices to obtain financial gain or anything of substantial value for the private benefit of themselves, their immediate families, or organizations (including employers) with which they are associated (see Sec. 19.59(1)(a), Wis. Stats.).

Offering or Receiving Anything of Value: No person may give and no public official may receive "anything of value" if it could reasonably be expected to influence the local public official's vote, official action or judgment, or could reasonably be considered as a reward for any official action or inaction (see Sec. 19.59(1)(b), Wis. Stats.).

The City of Whitewater Ethics Code incorporates Wisconsin statutes related to bribery, misconduct, special privileges, and open meetings. Additionally, it further enumerates specific conflicts of interest, including incompatible employment, private interests, and contracts with the City.

When to Recuse Oneself

While the full code of ethics as outlined in ordinance is at the end of this manual, the subject of recusing oneself is worth mentioning here. To recuse oneself from a discussion essentially means to remove oneself from discussion to avoid a conflict of interest.

Public officials should recuse themselves from discussion when there is a clear conflict of interest. In such cases, recusal does not just mean abstaining from a vote, but means instead to step away from the discussion of an item completely.

When a public official recuses himself or herself from discussion and action on a particular item, the recusal is noted in the minutes of the meeting. In most cases, it is appropriate, though not required, for the recused public official to leave the room where public discussion is taking place to ensure that they can have no influence on the discussion or final action in any way.

Ex Parte Communications

The Plan Commission Handbook Second Edition 2012, Rebecca Roberts, University of Wisconsin Extension, pages 15 and 16, describes how public officials should avoid ex parte communications regarding quasi-judicial matters pending or that may come before the council, a committee,

commission, or board. These decisions often involve application of laws, such as ordinances, (for example a request for a conditional use permit). It states:

“[Public officials] should not have conversations or receive correspondence regarding a quasi-judicial matter that is pending before [the city] or which may come before [the city] except during a noticed meeting or hearing on the matter. Such outside contacts are known as “ex parte communication.” Ex parte communications may not be considered in decision-making

unless it is disclosed and made part of the official record in the matter. The [body] as a whole can then determine the admissibility of the information and individual members can determine its credibility and weight in deciding their vote on the issue.

The reason for exclusion of ex parte information is that parties are entitled to know and examine the source of information used by [the city] in its decision-making. Outside discussion regarding procedural matters such as scheduling a meeting or explaining how to file an application is permissible. Ex parte communication is not a concern when enacting legislation or making administrative decisions (i.e. issuing simple zoning or building permits).”

In order to avoid ex parte communications, the handbook recommends:

1. Suggesting that members of the public present information in an open meeting or hearing or submit a written comment.
2. Disclosing ex parte communications at an open meeting or hearing and make the information part of the record so that it can be considered in decision making.

Open Meetings and Open Records

Wisconsin has a long history of promoting open government. As a local government conducting business that has a direct impact on residents, the City of Whitewater also values and appreciates the importance of maintaining transparency. For this reason, it is imperative that public officials endeavor to comply absolutely with state laws related to public meetings and public records.

Open Meetings Law

Wisconsin’s open meeting law is found in Wis. Stat. Secs. 19.81 - 19.98. Essentially, the open meeting law requires that all meetings of all governmental bodies be preceded by public notice and be publicly held in places reasonably accessible to the public and open to all citizens at all times unless otherwise expressly provided by law. For the purpose of this manual, it is safe to conclude that, in general, all discussions, deliberations, actions, or inquiries conducted by a governmental body (meaning the common council or any other municipal committee) should be conducted in an open meeting unless otherwise specifically mentioned in Sec. 19.85(1) (a-j). More information regarding open meetings can also be found in chapter 7 of the League of Wisconsin Municipalities publication, *Handbook for Wisconsin Municipal Officials*.

Whitewater Transparency Ordinance

In addition to open meeting rules as established by state law, the City of Whitewater has enacted a Transparency Enhancement Ordinance (Whitewater Ordinance Chapter 2.62) which provides additional open government requirements such as a seventy-two hour in advance meeting notice posting for meetings and adding agenda items. This is greater than the State statutory twenty-four-hour requirement normally applicable to cities. If the seventy-two-hour requirement has not been met, the

item can only be taken up by the body by an affirmative vote of the members voting.

Walking and Negative Quorums

There are two important circumstances where a group of committee members, less than a quorum in number, could gather together and still violate the open meeting law. These two situations are referred to as “walking quorum” and “negative quorum.” The following sections were taken from Chapter 6 of the *Wisconsin Legislator’s Briefing Book for 2017-2018* and provide details regarding court cases wherein walking and negative quorums were defined.

Negative Quorum: The applicability of the Open Meetings Law to a gathering of less than one-half of the members of a governmental body has been addressed by the Wisconsin Supreme Court. The case involved an unannounced, private meeting of four members of the 11-member Milwaukee Metropolitan Sewerage Commission. The subject of the meeting was the commission’s proposed operating and capital budgets. Adoption of these budgets required a 2/3rds vote of the commission (i.e., eight votes), and four members was a sufficient number to block adoption. Such a gathering of enough members that could be sufficient to block an action of the full body was labeled as a “negative quorum.” [State ex rel. Newspapers, Inc. v. Showers, 135 Wis. 2d 77 (1987).]

The court provided a two-part test to determine when a gathering constitutes a negative quorum and triggers the Open Meetings Law. Under the test, such a meeting is subject to the law if: (1) the members have convened for the purpose of engaging in governmental business, whether discussion, decision-making, or information gathering; and (2) the number of members present is sufficient to determine the governmental body’s course of action on the subject under discussion.

Walking Quorum: The applicability of the Open Meetings Law to a series of informal discussions between small numbers of the body’s members has been addressed by the Wisconsin courts and the state Attorney General. This is commonly referred to as a “walking quorum,” and such series of small-group meetings that occur with the implied or express agreement to act uniformly in a sufficient number to reach a quorum may only be held with proper notice and accessibility.

The essential danger identified by the courts with a walking quorum is that it may produce a predetermined outcome and render the public meeting a mere formality. According to an informal opinion by the Attorney General, use of administrative staff to individually poll members regarding how they would vote on a proposed motion is a prohibited walking quorum.

If, however, there is no implied or express agreement to act uniformly in sufficient number to reach a quorum, a series of informal exchanges among separate groups of members may occur without violating the Open Meetings Law.

Open Records Law

Transparency in government in Wisconsin does not relate solely to open meetings, but extends to governmental records as well. The essential takeaway for newly elected or appointed officials is this, unless otherwise specifically identified as an exception by law, all governmental records are public and subject to public examination. It should be noted that all city-related emails, letters and reports produced by, sent from, or received by an elected or appointed official qualify under this broad definition. More detailed information regarding public records can be found in Wis. Stats. Secs. 19.21 - 19.39 and also in in chapter 7 of the League of Wisconsin Municipalities publication, *Handbook for Wisconsin Municipal Officials*.

Committee Policing

In general, the president or chair of each committee is the person responsible for maintaining order and proper decorum at meetings, following the example set by ordinance with the role of the common council president. If committee members encounter persistent challenges with maintaining order at meetings due to the behavior of specific members of the public or the committee, the city manager may be called upon to address the issue. Any action to remove or reassign a committee member will not take place until the city manager has consulted with the common council president and then with the full common council. If the issue involves a common council member, the issue should first be addressed by the common council president and the city manager is excluded from the process. The president will then bring the matter to the full common council for discussion and action. If the issue involves the common council president, it shall be addressed by the common council president Pro Tem, and the city manager shall be excluded from the process.

If an elected official becomes aware of an ethics violation, they can report it to the Ethics Board for investigation and resolution. The Ethics Board, comprised of five members who are neither city officials nor employees, oversees ethics violations, handles complaints, conducts investigations, and holds hearings. Detailed procedures for filing, investigating, and resolving ethics complaints, including the due process rights of the accused, are outlined in Appendix A. Violations of the code may result in censure, fines, and costs of prosecution.

Effective Decision-Making

Often the decisions made by municipal committees can have a far-reaching impact on residents of the Whitewater community. This reality can make the role of a committee member both challenging and rewarding. This is especially true for those serving on the common council, but holds true for other municipal committees as well.

When a committee is tasked with making a decision on a particular issue, it is important to keep emotions and political influences out of the discussion as much as possible. This does not mean that committee members should not be sensitive to the needs and desires of those most closely impacted by a particular decision. However, it does mean that committee members should strive to remain open minded, work together and follow an objective process. Following is a list of questions you should consider asking yourself before making a final decision:

Do you have sufficient information?

The saying, “shoot first, ask questions later” helps illustrate the danger of making quick decisions without first confirming the information on the issue is complete. It is likely impossible to know absolutely everything there is to know about a particular issue, but it is possible to gather a reasonable amount of information from multiple perspectives. While committees should deliberate and take action in a timely manner, not all actions need to be taken immediately. In some cases, it may be beneficial to bring an item back for discussion at a future meeting if information on the issue is limited.

Am I separating people and emotions from the issue?

While we like to think we are objective, rational beings, we can often be led by our emotions. It is important to make sure that on committee decisions, emotions are not the basis for decisions made. Be honest with yourself and be sure your own positive or negative feelings about a particular matter or individual take a backseat to the proper weighing of facts related to the issue.

Are you open, honest, and willing to listen?

Examine your own approach to dealing with conflict. Are you really listening to what your colleagues are saying? Are you thinking about the implications? Are you considering them? Don't be afraid to state your concerns. Be honest by revealing what you see as the options and by explaining what you see as shortcomings in the suggestions of others.

What is the committee's scope of responsibility?

At times committee members can feel as if they have bogged down and are not progressing on an issue. At such times, it can be helpful to take a step back and review the purpose for which the committee was established or review committee goals. If the discussion has gone off track, focus may need to be redirected. If the problem seems impossible to solve, you may need to come back to it at the next meeting. No matter what action is taken, always remember that everyone on the committee is volunteering their time and shares a common interest in the overall well-being of the City.

Is there a compromise that can be made?

At times when one is wrapped up in a debate on a particular topic, it can be easy to think only in the absolute terms of one's particular position. However, more often than not, win-win solutions exist when committee members are creative enough to discover them. When parties are locked on an issue, take a moment to consider potential routes for a compromise. Think about all that has been said throughout the debate. Can the best aspects of everybody's ideas be incorporated into a plan? Ask your colleagues why a particular approach is not satisfactory and why other approaches are.

Did staff have any thoughts or recommendations?

Most committees have a specific municipal employee assigned to serve as staff support to the committee. Often the person assigned is a department director or manager in the area that most closely associates with the role of the committee. The Neighborhood Services Director, for example, supports and advises the plan and architectural review commission. Assigned staff can be a valuable resource to provide professional guidance and/or recommendations on how to proceed with a decision. Staff can also research the topic under discussion and gather additional information related to the specific case in question. Staff can often also provide insight into best practices used in other communities to address similar issues.

Effective Council, Committee/Staff Relations

People make it all happen. In local government, people are at the heart of the organization, both those that comprise the organization, and those that the organization serves. In the City of Whitewater, cooperation and communication between city employees and committee members is encouraged and can often result in better outcomes and a more rewarding experience for all involved. To ensure that lines of positive communication remain open for all employees and volunteers, it is important to clarify some ground rules regarding communications as well as the role of staff members and committee members.

Everyone is Equal

All committee members are considered equal, including the chair or president of the committee. This means everyone on the committee should receive the same information on a particular matter. When a staff member shares information related to committee business, committee members can be confident the same information is being shared with all committee members. No single member should receive "special" information on an issue. This also means committee members should expect information they

request on committee business will be distributed to the entire committee. This is the same for all committees, including the common council.

Use of Staff Resources

Staff time is limited. All positions within the City of Whitewater exist to provide and maintain municipal services, facilities, and infrastructure and to carry out organization priorities as determined by the common council. Committee members, including common council members, should be cognizant of this reality when making requests for information. Requests for information are welcome and encouraged; however, committee members should first consult with the city manager before requesting research that will consume significant staff time or otherwise divert limited resources to a project that falls outside of established common council priorities.

Employee Contact Line of Authority

Unless otherwise established by state statute, city ordinance, or employment agreement, all employees ultimately report to and work for the city manager. The city manager, in turn, works for and reports to the common council.

Common councilmembers as well as committee members are encouraged to learn about the role of each municipal department, to ask the staff questions about municipal operations and get to know employees. As a general practice, employees are expected to copy the city manager on all responses to inquiries made by common council members.

While communication is encouraged, the responsibility to direct the work of municipal employees, as well as prescribing or exacting employee discipline, are strictly the responsibility of the city manager. Therefore, if a committee member, including a common council member, has a concern related to the conduct or performance of an employee, that committee member should address it with the city manager.

However, if the concern were related specifically to the conduct or performance of the city manager, the committee member would be encouraged to bring it to the attention of the common council.

Lobbying Committee Members

Just as committee members should avoid directing work or disciplinary action for employees, employees should refrain from any action or communication that is intended to “lobby” the support of committee members for support of a particular project, budget request, or other initiative. This holds true for department directors, managers, and general employees. If a committee member finds himself or herself in such a position, the committee member is encouraged to direct the employee to his/her immediate supervisor and/or department director to address the issue. Committee members are encouraged to notify the city manager so legitimate issues can be promptly addressed.

Communicating with the Public

The life of a public official is just that, public. Though committee members should feel comfortable speaking their mind and answering questions, what a committee member shares can have an impact on public perception of the entire municipal organization. With that in mind, here are some things to consider when communicating with residents regarding municipal issues.

Representing the Committee

No single committee member, including common councilmembers, can individually commit the city as a

whole, or their respective committee to a position on an issue without a vote or consent of that committee. It is inappropriate to commit to things the whole committee may not be aware of or approve. Committee members should refer requests for official positions on an issue to staff for review and recommendation. The matter should then be added to an agenda to obtain the committee's official position.

Complaints from Citizens

If a committee member receives a complaint not related to employee behavior, s/he is encouraged to share the details of the complaint and complainant contact information with city staff so that any problems can be addressed.

Report or Refer the Complaint: Often the complainant is looking for an understanding ear and agreement from the committee member. While committee members are encouraged to be sensitive to the plight of the complainant, committee members should not attempt to promise a particular outcome or attempt an interpretation of the ordinance or policy related to the complainant's concern. Instead, committee members should commit to passing along the information to the appropriate staff person for resolution.

Avoid Sharing at Meetings: Avoid waiting to bring up citizen complaints until the next committee meeting. While doing so may appear to be a manner of "holding government accountable" the reality is that bringing up complaints at a public meeting can deflate staff, embarrass or annoy other committee members, and ultimately damage the credibility of the organization. This is all in addition to making the complainant wait to have their concern heard thus delaying resolution.

Avoid Private Disputes. Occasionally, a committee member may be asked to get his/her committee involved in what is purely a private dispute. These disputes typically include nuisance complaints, work hours for contractors, boundary line disputes, fence problems, and many, many similar issues. Intercession in such matters will be a drain on resources and will ultimately prove fruitless. If a committee member is unclear as to whether an issue is a private dispute or is within the City's jurisdiction, s/he is encouraged to refer the issue to city staff so that a proper determination can be made and subsequently shared with the complainant.

Complaints Regarding Employee Behavior

Citizen complaints regarding employee behavior or performance should always be referred to the city manager for investigation and resolution.

Media Relations

Common councilmembers, and occasionally other committee members, may be approached by the media and asked for commentary on a council action or position on an issue. To the extent that the common council has taken an official action or position, the city manager, or his/her designee will generally be the spokesperson. Common councilmembers, however, are not prohibited from sharing personal opinions with the media or from referencing previous public actions taken by the common council as a whole. The same applies to other municipal committees.

Represent General Interests

As previously stated in this manual, committee efforts should always focus on what is best for the city as a whole. Common councilmembers and other committee members must be careful to represent the general interests of the City and not special interest groups.

Conclusion

The purpose of this manual has been to provide new committee members, including common council members, with helpful information that clarifies fundamental elements of serving in a public office for the City of Whitewater. Committee members are encouraged to read the manual, *Handbook for Wisconsin Municipal Officials*, produced by the League of Wisconsin Municipalities, and to become familiar with the Whitewater Municipal Code of Ordinances in an effort to gain further knowledge regarding the role of public officials in Wisconsin. As always, feel free to contact the City Manager's office at 262-473-0104 with any additional questions regarding municipal operations or this manual.

Whitewater Municipal Code of Ordinances
Chapter 7.04 Code of Ethics
Appendix A

Sections:

7.04.010 - Declaration of policy.

The proper operation of democratic government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a code of ethics for all city officials and employees, whether elected or appointed, paid or unpaid, including members of boards, committees and commissions of the city. The purpose of this code is to establish guidelines for ethical standards of conduct for all such officials and employees by setting forth those acts or actions that are incompatible with the best interests of the city and by directing disclosure by such officials and employees of private financial or other interests in matters affecting the city. The provisions and purpose of this code and such rules and regulations as may be established are hereby declared to be in the best interests of the city.

(Ord. 1203(2/5/91) § 2(part), 1991).

7.04.020 - Definitions.

As used in this chapter:

- (a) "Public employee" means any person excluded from the definition of a public officer who is employed by the city.
- (b) "Financial interest" means any interest which shall yield, directly or indirectly, a monetary or other material benefit to the officer or employee or to any person employing or retaining the services of the officer or employee.
- (c) "Official" means all city officers as defined in Section 62.09 under Wisconsin Statutes and all members of boards and commissions and agencies established or appointed by the city manager or common council, whether paid or unpaid.
- (d) "Personal interest" means any interest arising from blood or marriage relationships or from close business or political associations, whether or not any financial interest is involved.
- (e) "Person" means any person, corporation, partnership or joint venture.

(Ord. 1203(2/5/91) § 2(part), 1991).

7.04.030 - Statutory standards of conduct.

There are certain provisions of the Wisconsin Statutes which should, while not set forth herein, be considered an integral part of any code of ethics. Accordingly, the provisions of the following sections of the Wisconsin Statutes, as from time to time amended, are adopted by reference and shall apply to public officials and employees whenever applicable to wit:

- (a) Sec. 946.10. Bribery of Public Officers and Employees.
- (b) Sec. 946.11. Special Privileges from Public Utilities.
- (c) Sec. 946.12. Misconduct in Public Office.
- (d) Sec. 946.13. Private Interest in Public Contract Prohibited.
- (e) Chapter 11. Campaign Financing.
- (f) Chapter 19. Subchapter IV Open Meetings of Governmental Bodies.

(Ord. 1203(2/5/91) § 2(part), 1991).

7.04.040 - Responsibility of public office.

Public officials and employees hold office for the benefit of the public. They are bound to uphold the Constitution of the United States and the Constitution of this state; to observe the highest standards of law in the exercise of the powers and duties of their office; to impartially carry out the laws of the nation, state and city; to discharge faithfully the duties of their office regardless of personal considerations; and to recognize that the public interest must be their prime concern.

(Ord. 1203(2/5/91) § 2(part), 1991).

7.04.050 - Dedicated service.

All officials and employees of the City of Whitewater should be loyal to the objectives expressed by the electorate and the programs developed to attain these objectives. Appointive officials and employees shall adhere to the rules of work and performance established as the standard for their positions by the appropriate authority.

Officials and employees should not exceed their authority or breach the law or ask others to do so, and they should work in full cooperation with other public officials and employees unless prohibited from so doing by law or by officially recognized confidentiality of their work.

(Ord. 1203(2/5/91) § 2(part), 1991).

7.04.060 - Fair and equal treatment.

(a) Use of Public Property. No official or employee shall request or permit the unauthorized use of city-owned vehicles, equipment, materials or property for personal convenience or profit.

(b) Obligations to Citizens. No official or employee shall grant any special consideration, treatment or advantage to any citizen beyond that which is available to every other citizen.

(Ord. 1203(2/5/91) § 2(part), 1991).

7.04.070 - Conflict of interest.

(a) Financial and Personal Interest Prohibited. No official or employee, whether paid or unpaid, shall engage in any business or transaction or shall act in regard to financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of official duties in the public interest contrary to the provisions of this chapter or which would tend to impair independence of judgment or action in the performance of official duties.

(b) Specific Conflicts Enumerated.

(1) Incompatible Employment. No official or employee shall engage in or accept private employment or render service for private interest when such employment or service is incompatible with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties, unless otherwise permitted by law and unless disclosure is made as hereinafter provided.

(2) Gifts and Favors.

(A) No official or employee shall accept any gift whether in the form of service, loan, thing or promise, from any person which may tend to impair his independence of judgment or action in the performance of his duties or grant in the discharge of his duties any improper favor, service or thing of value. EXCEPTION: Advertising or promotional items having a value of ten dollars or less per gift shall be exempt.

(B) No official or employee may solicit or accept, either directly or indirectly, from any person or organization, money or anything of value if it could reasonably be expected to influence the employee's official actions or judgments or be considered a reward for any action or inaction on the part of the official or employee.

- (C) An official or employee is not to accept hospitality if, after consideration of the surrounding circumstances, it could reasonably be concluded that such hospitality would not be extended were it not for the fact that the guest, or a member of the guest's immediate family, was a city official or employee. Participation in celebrations, grand openings, open houses, informational meetings and similar events are extended from this prohibition. This paragraph further shall not be construed to prevent candidates for elective office from accepting hospitality from citizens for the purpose of supporting the candidate's campaign.
 - (D) Gifts received by an official or employee under unusual circumstances should be referred to the ethics board within ten days of receipt for recommended disposition.
 - (3) Representing Private Interests Before City Agencies or Courts. No official or employee shall appear on behalf of any private person (other than him or herself, his or her spouse or minor children) before any city agency, board, commission or the common council if the official or employee or any board, commission or committee of which the official or employee is a member has any jurisdiction, discretion or control over the matter which is the subject of such representation. However, members of the common council may appear before city agencies on behalf of constituents in the course of their duties as representatives of the electorate or in the performance of public or civic obligations.
 - (A) Ad Hoc Committee. EXCEPTION: No violation of this section shall exist, however, where an individual serves on an ad hoc committee charged with the responsibility of addressing an issue or topic in which that individual, or the employee or a client of that individual, has an interest so long as the individual discloses to the ad hoc committee that such interest exists.
 - (c) Contracts with the City. No city officer or employee who, in his capacity as such officer or employee, participates in the making of a contract in which he has a private pecuniary interest, direct or indirect, or performs in regard to that contract with some function requiring the exercise of discretion of his part, shall enter into any contract with the city unless it falls within the confines of Sec. 946.13, Wis. Stats. "Private Interest in Public Contract Prohibited," or the following:
 - (1) The contract is awarded through a process of public notice and competitive bidding or the common council waives the requirement of this section after determining that it is in the best interest of the city to do so.
 - (2) The provisions of this section shall not apply to the designation of a public depository of public funds.
 - (d) Disclosure of Interest in Legislation.
 - (1) Any member of the common council who has a financial interest or personal interest in any proposed legislation before the common council, shall disclose on the records of the common council, the nature and extent of such interest.
 - (2) Any other official or employee who has a financial interest or personal interest in any proposed legislative action of the common council or any board, commission or committee upon which the official or employee has any influence or input or of which the official or employee is a member that is to make a recommendation or decision upon any item which is the subject of the proposed legislative action shall disclose on the records of the common council or the appropriate board, commission or committee the nature and extent of such interest.
- (Ord. 1529A §§ 1, 2, 2003; Ord. 1203(2/5/91) § 2(part), 1991).

7.04.075 - Disclosure of confidential information.

No official or employee shall without proper legal authorization, disclose confidential information concerning the property, government or affairs of the city.

(Ord. 1529A § 1(part), 2003).

7.04.080 - Ethics board.

- (a) There is hereby created an ethics board to consist of five members and one alternate, all residents of the city. Elected officials or employees will not be eligible for appointment. The city manager shall provide necessary staff assistance to the board. The city attorney shall routinely furnish the board whatever legal assistance is necessary to carry out its functions. However, if a possible, apparent, or actual conflict of interest involving the city attorney should occur, legal counsel shall be furnished the board through the city manager's appointment of other legal counsel after consultation with the chair of the ethics board.
- (b) The members of the ethics board shall be appointed by the city manager subject to confirmation by the common council. Terms of office shall be three years except that when the initial appointments are made, one member shall be appointed for one year, two for two years, and two for three years. The term of the alternate shall be for three years, except that the initial appointment shall coincide with the ending of the terms of the member appointed for one year.
- (c) The ethics board shall elect its own chair, vice-chair and secretary and shall develop written rules of procedure which shall be filed with the city clerk.
- (d) The ethics board may make recommendations to the common council with respect to amendments to the code of ethics ordinance.

(Ord. 1203(2/5/91) § 2(part), 1991).

7.04.090 - Duties of the ethics board.

- (a) Upon receipt at the city clerk's office of a notarized complaint in writing, which shall state the name of the elected or appointed official or employee alleged to have committed a violation of this chapter and which shall set forth the particulars thereof, the city clerk or designee shall distribute a copy of the complaint along with a copy of the code of ethics ordinance to the respondent within ten working days (i.e., Monday through Friday, excluding holidays). The city clerk or designee also shall send a copy of the complaint to each member of the ethics board. The information contained in the verified complaint shall be kept confidential until a proper disposition of the case occurs.
- (b) The board shall meet in closed session and determine whether the complaint, if true, may constitute a violation of the chapter. If four or more of the members of the board vote to dismiss the verified complaint, a formal dismissal action adopted in open session shall be filed with the city clerk and a copy sent to the complainant and the respondent. If four or more members do not vote to dismiss, the action shall proceed as provided in subsection (c) of this section.
- (c) If the action is not dismissed under subsection (b) of this section, the board shall make preliminary investigations with respect to the alleged violation of the ethics chapter. No preliminary investigation of the activities of any elected or appointed official or employee may be initiated unless such official or employee is notified in writing. The notice shall state the nature and purpose of this preliminary investigation. Information gathered during the preliminary investigation shall be kept confidential until a finding is made by the board.
- (d) If, after the preliminary investigation, three or more of the members of the board vote in open session that no probable cause exists, the board shall issue a formal finding to that effect and dismiss the case. A copy of the formal finding shall be filed with the city clerk and a copy distributed to the complainant and the respondent.
- (e) If the board is unable to come to a conclusion on the subject of probable cause, due to abstentions or the voting of "present," the board shall have further discussion and vote again. If the stalemate continues, the board shall treat it as a dismissal and proceed as in subsection (d) of this section.
- (f) If, after the preliminary investigation, three or more of the members of the board vote that there is probable cause that a violation took place, the board shall file formal findings to that effect with the city clerk and proceed toward the conduct of a hearing. The vote shall be taken in open session.

- (g) In the case of a probable cause finding, the board shall send a notice of due process rights and a notice of hearing on the matter to the respondent. The complainant shall also be notified of the hearing.
- (h) The board shall then conduct a hearing on the verified complaint, which hearing shall be held not more than thirty days after such finding of probable cause. The board shall give the respondent at least twenty days' notice of the hearing date. Such hearings shall be at open session unless the respondent petitions for a hearing closed to the public. The rules of criminal evidence shall apply to such hearings. All evidence considered by the board, including certified copies of records and documents, shall be fully offered and made part of the record. Every party shall be afforded adequate opportunity to rebut or offer countervailing evidence.
- (i) During all stages of the proceeding conducted under this section, the elected or appointed official or employee whose activities are under investigation shall be entitled to be represented by counsel of his or her own choosing.
- (j) The respondent or his/her attorney shall have an opportunity to examine all documents and records to be used at the hearing under subsection (g) of this section at a reasonable time before the date of the hearing; as well as during the hearing, to bring witnesses, to establish all pertinent facts and circumstances, and to question or refute any testimony or evidence, including opportunity to confront and cross-examine adverse witnesses.
- (k) The board shall have the power to compel the attendance of witnesses and to issue subpoenas granted other boards and commissioners under Section 885.01(3) of the Wisconsin Statutes.
- (l) Determination. Upon conclusion of the hearing the board shall make a decision agreed to by at least four members. It shall file the decision in writing within ten working days after the vote, signed by at least four participating board members stating findings of fact, conclusions of law concerning the propriety of the conduct of the elected or appointed official or employee, and if appropriate, referring the matter to the city council or other proper authority with a recommendation for censure or other disciplinary action. A member of council censured may be subject to recall pursuant to Section 9.10, Wisconsin Statutes, or any other legal process authorized by law. If four or more members are not able to reach an agreement, the complaint shall be dismissed.

(Ord. 1203(2/5/91) § 2(part), 1991).

7.04.100 - Applicability of code.

This code shall be operative in all instances covered by its provisions except when superseded by an applicable statutory provision and statutory action is mandatory, or when the application of a statutory provision is discretionary, but determined by the ethics board to be more appropriate or desirable.

(Ord. 1203(2/5/91) § 2(part), 1991).

7.04.110 - Distribution of the code.

The city clerk shall provide copies of this code to elected and appointed officials covered by this chapter and shall keep at least one copy permanently on file for the use of the public.

(Ord. 1203(2/5/91) § 2(part), 1991).

7.04.120 - Severability.

- (a) If any provision of this chapter is invalid or unconstitutional, or if the application of this chapter to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this chapter which can be given effect without the invalid or unconstitutional provision or application.
- (b) This ordinance shall be in full force and effect from and after its passage and publication.

(Ord. 1203 (2/5/91) § 2(part), 1991).

7.04.130 - Penalty for violations.

In addition to any other provisions relating to disciplinary action or censure, any person who violates any of the provisions of this chapter may forfeit and pay a penalty of not less than twenty-five dollars nor more than two hundred fifty dollars for the first offense, together with the costs of prosecution; and for the second and subsequent offenses, not less than fifty dollars nor more than two hundred fifty dollars, together with the costs of prosecution. If respondent fails to pay the penalty and costs within sixty days of imposition of the penalty, the city may collect the penalty by obtaining a judgment in the circuit court and collecting said judgment as provided by law.

(Ord. 1203(2/5/91) § 2(part), 1991).

Appendix B – Council Communication Chart

When to Contact the City Manager vs. Department Directors

Situation	City Manager	Department Director
Major city-wide issues	✓	
Information on city laws or regulations	✓	
Complaints about city services or policies	✓	
Reporting employee misconduct	✓	
City-wide budget inquiries	✓	
City-wide planning or strategic matters	✓	
Specific service or department problems		✓
Information on departmental services or rules		✓
Updates on specific projects		✓
Minor local issues (e.g., potholes)		✓



Common Council Agenda Item

Meeting Date:	June 18, 2024
Agenda Item:	Agreement between the CDA and the City for reimbursement of eligible Tax Increment Financing expenses.
Staff Contact (name, email, phone):	Taylor Zeinert, CDA Director

BACKGROUND

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

There were concerns from Jeff Knight, a member of the CDA, about when the group uses unencumbered funds there is no current mechanism to replace those funds. Jeff raised his concerns about this. Kristen Fish- Peterson, who was working with the City as contracted Economic Development Director wrote a memo to the CDA who a proposed solution. This memo was presented to the CDA at the 3/21/24 Meeting.

At the 3/21/24 Meeting the CDA approved the draft resolution.

Please note that this negotiation of this resolution is a private matter; however, the document of which is being discussed is a public document. As this document was listed in the public packet for the CDA meeting on 3/21/24. Due to the discussion of the topic, investing of public funds, the negation aspect of this matter will be discussed in closed session. This is outlined in 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.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

Approved by the CDA at the 3/21 CDA Meeting.

FINANCIAL IMPACT

(If none, state N/A)

N/A

STAFF RECOMMENDATION

Staff is recommending approving a resolution that was approved by the CDA. The attached is the CDA approved resolution. This states the City will pay back the funds used to support the Whitewater WindUP Program from any related TIF districts provided the Whitewater WindUP projects generate increment within a specific district. Alternately if the project does not generate increment but there is a positive cash balance in the TID at the end of its expenditure period, the CDA may request the City reimburse the CDA for funds used in the Whitewater WindUP program.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

- Kristen Fish-Peterson’s memo that was given to the CDA for the 3/21/24 meeting.
- A draft resolution is attached outlining the process that the City return funds to the CDA from any TID in which increment is created, and in the event increment is not created as a result of the Whitewater

WindUP projects, initial contributions the CDA is making to Whitewater WindUP may be reimbursed to the CDA if the TID has a positive cash balance at the end of its expenditure period.



CCDA Agenda Item

Meeting Date:	03/21/2024
Agenda Item:	Reimbursement Agreement for Whitewater WindUP Funds
Staff Contact (name, email, phone):	Kristen Fish-Peterson, kristen@redevelopment-resources.com

BACKGROUND

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

The funds the CDA has committed to the Whitewater WindUP program are from the CDA’s UDAG account. These funds are important to the CDA as they are unencumbered (without federal strings) and they are limited. When the CDA considers investing funds from this account, it should create a mechanism for those funds to potentially be repaid, so they can continue to be utilized to do projects throughout the City.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

- 1.

FINANCIAL IMPACT

This resolution would potentially ask the City to reimburse the CDA for monies invested in projects from the UDAG fund.

STAFF RECOMMENDATION

Staff is recommending approving a resolution to request the City pay back the funds used to support the Whitewater WindUP Program from any related TIF districts provided the Whitewater WindUP projects generate increment within a specific district. Alternately if the project does not generate increment but there is a positive cash balance in the TID at the end of its expenditure period, the CDA may request the City reimburse the CDA for funds used in the Whitewater WindUP program.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

- A draft resolution is attached outlining the process that the City return funds to the CDA from any TID in which increment is created, and in the event increment is not created as a result of the Whitewater WindUP projects, initial contributions the CDA is making to Whitewater WindUP may be reimbursed to the CDA if the TID has a positive cash balance at the end of its expenditure period.
- A sample resolution amended by Jim Caldwell is also attached, requesting the City use TIF to reimburse the CDA for any and all funds that are taken out the of the UDAG fund. In staff’s opinion it would be preferable not to have a blanket resolution for the reimbursement of these funds, but to possibly request reimbursement on a case by case or project by project basis.

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT ("Agreement"), entered effective _____, 2024 ("Effective Date"), by and between the City of Whitewater, Wisconsin ("City") and Whitewater's Community Development Authority, (CDA). Each of the forgoing may also be referred to in this Agreement as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Article XI, Section 3 of the Wisconsin Constitution grants cities the right to determine their local affairs in government, subject to the Constitution and certain enactments of the legislature of the State of Wisconsin;

WHEREAS, the State of Wisconsin legislature adopted Wisconsin Statute Section 62.11(5), which grants to common councils of cities the power to act for the government and good order of the city, for its commercial benefit and for the health, safety and welfare of the general public;

WHEREAS, the City desires to encourage redevelopment and economic development within the City;

WHEREAS, for these purposes, the City has created Tax Incremental District Nos. 10, 11, 12, 13, and 14 ("TIDs") pursuant to Wisconsin Statutes;

WHEREAS, each project plan includes Section 6, Statement Listing the Kind, Number and Location of All Proposed Public Works or Improvements Within the District, which lists eligible expenses including "Contribution to Community Development Authority", and includes the following language: "As provided for in Wis. Stat. §66.1105(2)(f)1.h and Wis. Stat. §66.1333(13), the City may provide funds to its CDA to be used for administration, planning, operations, and capital costs within the District, including but not limited to real property acquisition, related to the purposes for which it was established in furtherance of any redevelopment or urban renewal project. Funds provided to the CDA for this purpose are eligible Project Costs. The Community Development Authority (CDA) promotes economic development throughout the community. The CDA offers financial assistance such as grants for qualifying startups, industrial development loans for manufacturing businesses, commercial enterprise loans for retail and services businesses, etc.";

WHEREAS, the City has developed, and CDA has sponsored a program called Whitewater WindUP, a business pitch competition offering business owners and entrepreneurs an opportunity to win space in a downtown storefront, along with monies for some renovations and rent for one year.

NOW, THEREFORE, the following promises and mutual obligations of the Parties hereto, each of them does hereby covenant and agree as follows:

1. CDA Reimbursements. In the event the CDA invests in a business or improvement through the Whitewater WindUP program and that investment results in increased tax increment revenue, the City may reimburse the CDA for any initial WindUP funding that subsequently results in increased tax increment revenue within any of the city's tax increment financing districts.

2. In the event the projects from Whitewater WindUP do not result in measurable increases in tax increment, but there are, at the end of the district's expenditure period excess funds in a specific Tax Increment District where projects occurred, the CDA may request the City to repay the funds invested in Whitewater WindUP to the CDA from excess TIF increment.

3. Miscellaneous.

(a) Changes. Parties to this Agreement may, from time to time, require changes in the scope of this Agreement. Such changes, which are mutually agreed upon by and between the Developer and the City, shall be incorporated in written amendments to this Agreement.

(b) Approvals in Writing. Whenever under this Agreement approvals, authorizations, determinations, satisfactions, or waivers are authorized or required, such approvals, authorizations, determinations, satisfactions, or waivers shall be effective and valid only when given in writing, signed by the duly authorized representative of the party, and delivered to the party to whom it is directed at the address specified in this Agreement. Whenever under this Agreement the consent, approval or waiver of the City is required or the discretion of the City may be exercised, the City Manager shall have the authority to act, as the case may be. Whenever any approval is required by the terms of this Agreement and request or application for such approval is duly made, such approval shall not be unreasonably withheld. **Such advance of funds shall be documented by a note or account payable/receivable between the CDA and the TID to serve as a record of potential reimbursable expenses.**

(c) No Liability of City. The City shall have no obligation or liability to the lending institution, architect, contractor, or subcontractor, or any other party retained by Developer in the performance of its obligations and responsibilities under the terms and conditions of this Agreement. Developer specifically agrees that no representations, statements, assurances, or guarantees will be made by Developer to any third party or by any third party which are contrary to this provision.

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

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

(f) Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected hereby.

(g) Successors and Assigns. The terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto as well as their respective successors, transferees, and assigns. Any transfer of any party's interest under this Agreement or real property described in EXHIBIT A shall not release the transferor from its obligations hereunder unless specifically agreed to herein.

IN WITNESS WHEREOF, the parties have caused this Reimbursement Agreement to be signed as of the Effective Date.

CITY OF WHITEWATER

COMMUNITY DEVELOPMENT

AUTHORITY:

By: _____
John S. Weidl, City Manager

[Chair of the CDA]

Attest:

Heather Boehm, City Clerk

By: _____
Name: _____