



Public Works Committee Meeting

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

Tuesday, December 12, 2023 - 6:00 PM

AGENDA

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

A committee 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 council to be implemented. the agenda shall be approved at reach meeting even if no changes are being made at that meeting.

APPROVAL OF MINUTES

1. Approval of Minutes from November 14, 2023

HEARING OF CITIZEN COMMENTS

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

NEW BUSINESS

2. Discussion and Possible Action regarding granting an easement to Whitewater Solar, LLC across property owned by the Wastewater Utility.
3. Discussion and Possible Action regarding granting an easement to WE Energies across property owned by the Wastewater Utility.
4. Discussion and Possible Action regarding Strand Task Order 23-10 to prepare a DNR Urban Non-Point Source and Stormwater Construction Grant application.
5. Discussion and Possible Action regarding Strand Task Order 23-11 to prepare 2024 Street Maintenance plans, specifications and bidding documents.

FUTURE AGENDA ITEMS

ADJOURNMENT

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
 Tuesday, November 14, 2023
 5:00 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 5:00 p.m. The meeting was held at the Municipal Building in the Cravath Conference Room on the 2nd floor.

Present: Allen, Gerber, Stone

Others: Marquardt

2. Approval of minutes from September 12, 2023

It was moved by Allen and seconded by Gerber to approve the Public Works Committee minutes from September 12, 2023.

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

3. Hearing of Citizen Comments

No hearing of citizens comments at that time.

4. New Business

a. Discussion and Possible Action regarding private side lead water lateral replacement costs.

Marquardt stated a discussion by City staff needed to start regarding how to proceed on handling the cost associated with replacing private side laterals, which are privately owned and 100% responsibility of the homeowner. It was noted this program, replacing lead laterals, is a requirement through the EPA. The City needs to replace lead water laterals on both the public and private side throughout the City. Through our inventory process we believe there are 163 laterals that need replacing on the private side. 92 laterals serve rental property and 71 serve owner occupied property. Staff submitted an Intent to Apply to obtain funding through the Safe Drinking Water Loan Program (SDWLP). If the City ranks high enough to obtain a loan, the City would also be eligible for some Principal Loan Forgiveness towards the private side costs. It is estimated that 50% of the cost to replace the private side lead water laterals would be eligible. The remaining 50% is what needs to be discussed.

Options include:

1. Property owner pays through a special assessment
2. Water Utility pays using rate payer funding. This process would need PSC approval.

3. City pays by obtaining a General Obligation bond.

The cost, on the private side, will vary depending on the length of the lateral and other above ground obstructions; however, staff is estimating between \$2,000 and \$4,000, per lateral. Considering the 50% principal forgiveness, this would leave the property owner with a cost between \$1,000 and \$2,000.

Stone asked what the timeline was for this replacement program. Marquardt stated the replacements do not have to all be done in one year. However, the City would receive more points in the scoring system if that was done. Whitewater would be ranked among other municipality projects throughout the State. The more points we get, the higher up we are, which means the more likelihood we would be approved for the project and get principal forgiveness.

Gerber asked how much is given out in the Water Loan Program? Marquardt stated he did know, but not off the top of his head. Gerber asked how many people are selected for the program. Marquardt stated it depends each year based on the costs of the projects that are submitted and how they are ranked. Gerber said she is leaning toward option #1, as residents would only be paying 50% to begin with. Marquardt stated that would be true if the City gets the principal forgiveness. Gerber said she hates to put the City on the line if we don't get the loan. Then the City would be responsible for the whole thing and the residents would pay nothing. That just doesn't seem right.

Marquardt stated he did do the application last year and we ranked pretty high. The issue was by June 1st the City had to have actual plans and specification prepared to submit the actual application. He feels we are in a better place this year than last year. Marquardt will start putting together an actual plan and specifications after the first of the year. Rankings should come out by the end of the year. Therefore, we will have a better idea where we stand in comparison to other projects.

Staff is not providing any recommendation at this time. This item was meant only for discussion and to obtain questions and comments from the Committee. One thing to keep in mind is that all property owners must be treated equally.

b. Discussion and Possible Action regarding an underground detention basin at Starin Park.

Marquardt stated earlier this year a report was submitted to the DNR telling them how we are meeting our MS4 requirements and what we plan on doing in the next permit cycle, which starts next year. The DNR also reached out to UW-Whitewater because they also have their own MS4. One of the projects identified for both entities was an underground detention basin in Starin Park. The University wants to move on this as it helps them get closer to their phosphorus removal and it helps the City as well with their requirement. Staff is looking at the possibility of installing an underground detention basin in Starin Park to help remove Total Suspended Solids and Phosphorus from stormwater before it enters Whitewater Creek.

A presentation was given to the Park & Recreation Board and to the Urban Forestry Commission to gather information and answer questions. The concept shown in 2017 had it west of the entrance way that feeds the parking lot by the Senior Center. Since 2017 the playground has been extended and an arboretum has gone in. Therefore, that would not be a good location now. The Park board asked Marquardt to look at other options. As referenced in the maps, one option was to do something on the east side of the drive, more in the southern parking lot. The other thought was putting it in under the baseball field, which would be the first one to the north.

There are limitations where the City could place this detention basin. We have to stay 400 ft away from an existing well, and there is an existing well at the Water Utility. Another location was under the parking lot by the Senior Center. After reviewing the costs of that option, it was determined the hydraulics wouldn't really work. Therefore, that's how it came down to these two locations. Marquardt plans on taking this to the Park Board meeting tomorrow. The purpose of discussion at the Public Works Committee is to bring the Committee up to speed on this potential project.

Marquardt stated the reason Strand identified this area to begin with is it serves 175 acres of University and City property. It is a lot of impervious area now and the City would be getting a good bang for their buck from having dirty water, rather than residential areas where there is a lot of pervious area already and the water is getting clean through lawns and coming to the streets. This water all drains through a large storm sewer underneath Starin Road and out to the creek. This is diverting a small amount to this underground detention pond and that's why it's located where it is. It would be located at the lowest end of the storm sewer and treats all of the storm water.

Marquardt stated this project would be funded through the storm water fund and it would be another project they would try and submit for clean water funds.

c. Discussion and Possible Action regarding sidewalk replacement program.

Marquardt stated he started updating the Sidewalk Ordinance to come in line with today's standards.

Some of the noted changes are as follows:

- The ~~building inspector~~ Public Works Director or designee shall be designated as the sidewalk administrator.
- It shall be the responsibility of the sidewalk administrator to administer the provisions of this chapter. ~~He~~ The sidewalk administrator shall determine that new sidewalks are laid where required, that existing sidewalks are repaired or replaced when required, and that all sidewalk construction is completed according to the requirements of this chapter.
- All sidewalks shall be laid within the street right-of-way and shall be laid one foot from the property line, and shall be four to five feet in width unless otherwise specified in this chapter.
- All concrete work done after November 1st and before March 1st shall be protected against freezing ~~with a four-inch layer of hay covered and anchored in place~~ for seventy-two hours.
- The elevation measured at the edge of the sidewalk nearest the property line shall not be less than two percent ~~nor more than five percent~~ above the top of the adjacent curb. For all practical purposes the sidewalk shall be located at a higher elevation than the curb as stipulated above, and shall follow the uniformity of the curb and not the fluctuating lot elevations.
- The transverse slope of the sidewalk shall not ~~be less than~~ exceed one quarter inch per foot, ~~or more than one inch per foot~~ sloping toward the public street.
- Dummy joints shall be installed either by sawing or grooving at approximately ~~four-foot intervals~~ the same width of the sidewalk constructed at right angles to the centerline. Expansion joints shall be installed at a maximum of ~~ninety-six~~ one hundred-foot intervals and at property lines.

- Unless otherwise herein specified, all sidewalk shall be constructed in accordance with applicable provisions of the most current State of Wisconsin Standard Specifications for Road and Bridge Highway and Structure Construction, 1981 Edition.
- ~~During the calendar year 1983, the sidewalk administrator shall perform a comprehensive survey of the structural conditions of all sidewalks in the City of Whitewater and shall report to the council those sidewalks which are unsafe, defective or insufficient. Starting in the calendar year 1984, the sidewalk administrator shall annually review the sidewalks in one of the wards per year on a rotating basis.~~
- When a portion of an old sidewalk is repaired or replaced and the original width of said sidewalk was less than or greater than four feet, the original width of the sidewalk shall prevail provided that the original width is uniform within the entire block and also that less than all of the sidewalk on the entire block will be replaced. ~~In all other circumstances the four-foot width regulation shall be applicable.~~
- Whenever the sidewalk administrator determines that the provisions in this chapter require the construction of new sidewalk, or the repair or replacement of existing sidewalk, ~~he shall prepare~~ an order requiring that new sidewalk be constructed or that existing sidewalk be repaired or replaced shall be prepared. A copy of the order directing such construction, replacement or repairs shall be served upon the owner of each lot or parcel of land. The sidewalk administrator shall serve such notice. Service of the notice may be made by personal delivery, by certified or registered mail, or by publication in the Whitewater Register as a Class I notice under Chapter 985 of the Wisconsin Statutes, together with mailing, by first class mail, if the name and mailing address of the owner can be readily ascertained.
- Whenever any such property owner, who has been notified, shall neglect for a period of twenty days after such notification to lay, remove or replace, or repair any such sidewalk, the sidewalk administrator may cause such work to be done at the expense of such owner. All work for the construction of new sidewalks and the replacement or ~~requiring~~ repairing of existing sidewalks shall ~~annually be let by competitive bidding to the lowest responsible bidder be bid following the City's Procurement Policy,~~ or done by public works personnel ~~currently~~ employed by the City of Whitewater.
- Sidewalk Construction Release Form
~~Other description if required~~ ESTIMATED COST: Length x Width x Estimated Cost = Preliminary Cost
If Applicable: 50% Cost
Final Estimated Cost to Property Owner: Total Cost
- Whenever the amount to be levied is in excess of ~~one~~ five hundred dollars, the property owner may elect to pay over a ~~five~~ three-year period and have the city clerk enter said costs, together with interest at the prevailing interest rate on the tax roll, as a special assessment against such lot or a parcel of land.
- ~~The city shall be responsible for the costs incurred to reconstruct curbs and sidewalks to comply with Section 66.616 of the Wisconsin Statutes, except where the sidewalk involved was determined to be unsafe, defective, or insufficient. In that case, the property owner shall be assessed on a square foot basis for the sidewalk replaced which is in the normal construction limits of a standard sidewalk, that is, one foot from property line, four feet in width.~~
- Where there is a replacement of sidewalk and there has been a previous assessment for sidewalk, a credit shall be given for the remaining useful life of the sidewalk. The useful life of the sidewalk for his purpose shall be ~~ten~~ twenty-five years.

- ~~• Unless changed by Resolution, the property owner is responsible for 50% of the estimated cost. If it is determined by the sidewalk administrator that the sidewalk to be replaced or repaired is due to a city terrace tree, the City shall pay 100% of the cost to replace or repair.~~

The complete unedited version of this document can be found under the City of Whitewater's website, Municipal Code of Ordinances, Chapter 12.22 Construction Standards Adopted.

A motion was made, by Gerber, to approve the Sidewalk Ordinance as presented and seconded by Allen.

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

Marquardt stated this ordinance will be forwarded to Council for final action.

5. Future Agenda Items

No items at this time.

6. Adjournment

It was moved by Gerber and seconded by Allen to adjourn the Public Works Committee meeting at 5:42 p.m.

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

Respectfully submitted,

Alison Stoll

Alison Stoll, Administrative Assistant
Department of Public Works



Public Works Agenda Item

Meeting Date:	December 12, 2023
Agenda Item:	4a. Whitewater Solar Easement
Staff Contact (name, email, phone):	Brad Marquardt, bmarguardt@whitewater-wi.gov , 262-473-0139

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

Ranger Power, on behalf of Whitewater Solar, LLC, is requesting a 100-foot easement across the northern portion of the property owned by the Wastewater Facility to locate transmission facilities. The easement is being requested to provide connectivity from proposed solar arrays east of Whitewater to the WE Energies Whitewater Generating Station. The Agreement language is written to allow the flexibility of either buried transmission lines or above ground structures housing the transmission lines.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS
(Dates, committees, action taken)

N/A

FINANCIAL IMPACT
(If none, state N/A)

Whitewater Solar will pay the City \$1,000 in consideration of the City executing the Agreement, \$1,500 as consideration for the grant of the Easements and a yearly sum of \$1.00/linear foot of the transmission line constructed in the Easement Area (approximately \$1,325) for 47 years.

STAFF RECOMMENDATION

Staff has no concerns with granting the easement in the location being requested as this is the same area water main is installed along with a WE Energies gas line. One item the Committee, and ultimately Council, should decide is if the City is acceptable to above ground structures.

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

1. Request Letter
2. Draft Transmission Facilities Agreement



November 20, 2023

By E-Mail Only, BMarquardt@whitewater-wi.gov

City of Whitewater Department of Public Works
c/o Brad Marquardt, Director
312 W Whitewater St, Whitewater, WI 53190

Re: Whitewater Solar, LLC Request for Transmission Facilities Agreement

Dear Mr. Marquardt:

Thank you for taking the time to meet earlier this month. As discussed, my company, Ranger Power, is in the early stages developing the Whitewater Solar Project ("Project") in Jefferson and Walworth Counties, Wisconsin. We plan to interconnect the Project into the existing 138 kV University Substation located on County Road U.

We are seeking a 100' wide Transmission Facilities Easement from the City of Whitewater to locate electrical cables near the northern boundary of parcel #: 292-0515-3313-000. This Easement will provide the project with connectivity necessary to reach the adjacent University Substation.

Included in this email are:

Attachment 1: Mapping, which depicts the approximate location of the proposed 100' wide Easement area, the Project's proposed transmission facilities, the existing gas and water lines.

Attachment 2: Draft Transmission Facilities Agreement

We appreciate your consideration of this request and would be happy to answer any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Drew Vielbig".

Drew Vielbig

Senior Development Manager
Ranger Power, LLC
drew@rangerpower.com

TRANSMISSION FACILITIES AGREEMENT

THIS TRANSMISSION FACILITIES AGREEMENT (this “**Agreement**”) is made, dated and effective as of _____, 20__ (the “**Effective Date**”), between **City of Whitewater, a municipal corporation**, (together with their successors, assigns and heirs, “**Owner**”), and **Whitewater Solar, LLC**, a Delaware limited liability company whose principal business address is 320 N. Sangamon St. #1025 Chicago, Illinois 60607 (together with its transferees, successors and assigns, “**Company**”), and in connection herewith, Owner and Company agree, covenant and contract as set forth in this Agreement. Owner and Company are sometimes referred to in this Agreement as a “**Party**” or collectively as the “**Parties**”.

RECITALS

A. Owner owns certain real property located in Jefferson County, State of Wisconsin, described on **Exhibit A** attached hereto and by this reference made a part hereof (the “**Premises**”).

B. Company desires to obtain certain easements and rights over a portion of the Premises, and Owner desires to grant such easement and rights, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual obligations and covenants of the Parties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereto agree as follows:

1. Grant of Easements.

(a) Simultaneous with the execution of this Agreement, Owner shall execute the Deed of Easement attached hereto as **Exhibit C** (the “**Deed of Easement**”), granting certain easement rights (the “**Easements**”) to Company over a portion of the Premises (such portion being more particularly defined in the Deed of Easement and **Exhibit B** and referred to herein as the “**Easement Area**”). Owner hereby consents to the recordation of the Deed of Easement on or after the Effective Date.

(b) Title to Transmission Facilities. Company shall at all times retain title to any facilities installed by it or its authorized agents (such facilities being more particularly defined in the Deed of Easement and referred to herein as the “**Transmission Facilities**”) within the Easement Area and shall have the right to remove them (or to allow them to be removed by an authorized third party) from the Easement Area at any time. Nothing in this Agreement, however, shall be construed as requiring Company to (i) construct, install or operate any Transmission Facilities, or (ii) exercise any rights granted herein or under the Deed of Easement. Owner acknowledges that the Transmission Facilities installed by Company may consist of “high-voltage transmission lines” as defined under Wis. Stat. § 196.491(1)(f), and in accordance with Wis. Stat. § 182.017 and Wis. Admin. Code PSC § 113.0509, **Exhibit E** attached hereto and by this reference made a part hereof sets forth Owner’s rights relative to this Agreement as well as Owner’s express waiver of certain rights under this Agreement. Prior to installation of any high-voltage transmission lines, Owner and Company shall enter into an amendment of this Agreement specifying the length and width of the Easement Area, and the number, type and maximum height of all structures to be erected in connection with such transmission lines, the minimum height of the transmission lines above the landscape, and the number and maximum voltage of the lines to be constructed (collectively, the “**Transmission Line Specifications**”).

2. Term.

(a) Term. The term of this Agreement (the “**Term**”) shall be a period of forty-seven (47) years running from the Effective Date. During the Term, the Company shall have the right to (A) perform any and all due diligence necessary to determine the feasibility of the Easement Area for the construction and operation of the Transmission Facilities, (B) construct the Transmission Facilities, (C) operate and maintain the Transmission Facilities, and (D) use the Easement Area for the purposes set forth in the Deed of Easement, all as more particularly described in the Deed of Easement. If the Company (a) commences vertical construction in the Easement Area or (b) provides written notice to Owner of the Construction Commencement Date, such date shall be deemed the “**Construction Commencement Date**”. The date vertical construction in the Easement Area is substantially completed, as determined by Company by the Company in its sole discretion, shall be deemed the “**Construction Completion Date**”. If the Construction Commencement Date has not occurred within seven (7) years of the Effective Date, this Agreement and the Deed of Easement shall terminate and be of no further force or effect. In the event of such termination, Company shall execute and record a notice of termination evidencing such termination in the official land title records office of the township or county in which the Premises is located (the “**Records Office**”).

(b) Company Termination. Notwithstanding anything to the contrary set forth in this Agreement, Company shall have the right at any time to terminate this Agreement (and the Deed of Easement) and all of the rights, duties and obligations of the Parties under this Agreement (and the Deed of Easement), effective upon thirty (30) days’ prior written notice given by Company to Owner. In the event of such termination in accordance with this paragraph, Owner shall execute and record a notice of termination evidencing such termination in the Records Office.

(c) Removal Upon Termination. Upon termination of this Agreement for any reason, Company shall remove all of Company’s Transmission Facilities from the Easement Area, and where removed from the ground to a depth of no less than the greater of (i) twenty-four (24) inches below the surface of the land, or (ii) the depth required by applicable law. Company shall have the continuing right to enter and access the Easement Area following termination of this Agreement and the Deed of Easement for purposes described in this paragraph; provided, however, that Company shall complete such removal within twelve (12) months of the date of termination of this Agreement.

3. Payments.

(a) Payments. In consideration of the rights granted in this Agreement, Company shall pay to Owner those amounts set forth in the Payment Addendum attached hereto as **Exhibit D** and incorporated herein. The Parties agree that **Exhibit D** shall not be recorded. Company shall have no obligation to make any payment to Owner otherwise required under this Agreement until Company has received from Owner a completed Internal Revenue Service Form W-9. If Company (A) damages or destroys any of Owner’s crops or timber on cultivated land on the Premises outside of the Easement Area, then Company shall reimburse Owner the fair market value for the year in which the crop damage occurred, as established by Multi-Peril Insurance historic yields for the ten (10) previous years; or (B) damages or destroys any of Owner’s pasture land outside of the Easement Area, then Company will reseed the affected areas with grasses and/or natural vegetation in accordance with the reasonable and customary standards in the area for restoring and reseeded pasture land.

(b) Payment Allocations

Company shall make all payments due under this Agreement to Owner as provided below:

City of Whitewater, a municipal corporation,
 312 W Whitewater St.
 Whitewater, WI 53190
 % of each payment: 100%

For the avoidance of doubt, Company's failure to make payments pursuant to this subsection shall not constitute an Event of Default, so long as payment is made to Owner at the address provided in subsection 11(c). Owner acknowledges and agrees that payment of all sums due under this Agreement pursuant to this subsection 3(b) shall satisfy all requirements for the payment of those amounts set forth in **Exhibit D** and other sums required to be made by Company under this Agreement.]

4. Owner's Representations, Warranties and Covenants. Owner hereby represents, warrants and covenants as follows:

(a) Owner's Authority. Owner is the sole owner of the Premises, has good and indefeasible title to the Premises, and has the unrestricted right and authority to execute this Agreement and to grant Company the rights granted in this Agreement. Company shall have the right to quietly and peaceably hold, possess and enjoy the Easements for the Term of this Agreement, without hindrance, and Owner shall defend Company's right of use and occupancy to the same against the claims of all persons. When executed by Owner, this Agreement constitutes a valid and binding agreement enforceable against Owner in accordance with its terms.

(b) No Interference. Owner shall not, and shall not allow its invitees, licensees, agents, representatives, members, contractors, family members, partners, or officers ("**Owner Related Parties**") to: (i) interfere with, Company's use of the Easement Area for the purposes described in this Agreement, or Company's rights under this Agreement, (ii) affect the lateral support or structural soundness of the Transmission Facilities; (iii) create an unsafe condition; (iv) disrupt in any manner the use of the Transmission Facilities by Company for the transmission of electric power; (v) otherwise interfere with Company's intended use of the Easements. Without limiting the foregoing, Owner shall not, within the Easement Area: erect or install any buildings, structures, paved roadways, tanks, antennas or other improvements; place or store flammable materials; plant trees; place water, sewer or drainage facilities; or alter the elevation of the existing ground surface by more than one (1) foot.

(c) Cooperation. Owner shall assist and fully cooperate with Company (including signing in Owner's name, if necessary) in applying for, complying with or obtaining any land use permits and approvals, building permits, environmental reviews, or any other permits, licenses, approvals or consents required for the financing, construction, installation, replacement, relocation, maintenance, repair, operation or removal of the Transmission Facilities and any other improvements made by Company and permitted in this Agreement, all at no out of pocket expense to Owner. Owner shall take no actions (i) that would cause the Transmission Facilities to fail to comply with any applicable laws, rules, regulations, permits, approvals or consents of any governmental authority having jurisdiction over the Premises, or (ii) in opposition to any of the foregoing, directly or indirectly. Further, in the event of legal proceedings related to Company's use of the Premises after the Effective Date, except those arising out of the interpretation and/or enforcement of the Agreement, Owner shall, in all respects, fully cooperate with Company in any such proceeding. Owner agrees that Company may provide the Deed of Easement in lieu of any affidavit of Owner or other form of Owner's consent (whether oral or written) that may be requested or required in connection with Company's efforts to obtain any environmental impact review, permit, entitlement, approval, authorization, agreement or other rights necessary or convenient in Company's discretion for the Transmission Facilities.

(d) Liens. Except as disclosed in the Records Office, or as disclosed in writing by Owner to Company prior to the Effective Date, Owner's fee simple title to the Premises is free and clear of all liens, encumbrances, easements, leases, mortgages, deeds of trust, security interests, mineral, oil or gas rights, rights of first refusal, options to purchase, contracts, solar development rights, claims and disputes (collectively, "**Liens**"). Company shall be entitled to obtain, and Owner shall fully cooperate with and assist Company in obtaining, a subordination agreement, non-disturbance agreement or other appropriate agreement from each party holding a Lien that might interfere with Company's rights under this Agreement, at no out of pocket expense to Owner.

(e) Taxes and Assessments. Owner shall pay all taxes, assessments, and other governmental charges that during the Term of this Agreement shall be levied, assessed or imposed upon, or arise in connection with, the Premises; provided, however, any taxes that are assessed against the Transmission Facilities or Easements shall be paid by Company to the appropriate taxing authority prior to delinquency, or Company shall promptly reimburse Owner if such portion is paid by Owner.

(f) Hazardous Materials. To the best of Owner's knowledge, there are no hazardous or toxic materials (as defined in any applicable federal, state, or local laws or regulations) located on the Easement Area in any amount which would require reporting under applicable environmental laws, and the Easement Area has not been used for the generation, treatment, storage, or disposal of hazardous materials and there are no underground storage tanks located on the Easement Area.

5. Company's Representations, Warranties and Covenants. Company hereby represents, warrants and covenants as follows:

(a) Company's Authority. Company has the unrestricted right and authority to execute this Agreement. Each person signing this Agreement on behalf of Company is authorized to do so. When executed by Company, this Agreement constitutes a valid and binding agreement enforceable against Company in accordance with its terms.

(b) Post-Construction Restoration. Upon completion of construction of the Transmission Facilities, Company shall employ commercially reasonable efforts and methods to restore the portion(s) of the Premises disturbed by Company and not required for continuing operation of the Transmission Facilities to a condition reasonably similar to its condition as of the Effective Date, subject to Company's rights under this Agreement. Restoration shall include, as reasonably required, de-compacting, leveling, terracing, mulching, removing rocks that surface as a result of construction and other commercially reasonable steps to prevent soil erosion.

(c) Company shall make commercially reasonable efforts comply with the following terms and conditions:

(i) Trash. Trash shall never be buried on the Premises but shall be removed from the Premises. Old fence posts and wire removed or replaced by Company shall be disposed of off the Premises.

(ii) Erosion Control. Company shall make efforts to avoid creating conditions causing or contributing to material erosion on the Premises and shall take prudent measures in the design, construction, maintenance and use of the Transmission Facilities so as to avoid material erosion. If Company's erosion control methods prove unsuccessful, Company shall institute further and additional actions.

(iii) Weeds. Company shall avoid killing any vegetation not necessary to control for

electrical transmission safety. Company may use chemicals to control weeds.

(iv) Use of Water. Company shall have the right to use water from the Premises in connection with the Project.

(v) No Pollution. Company shall, at all times, use its reasonable efforts to perform its work in such a manner as to (i) not pollute the underground water located on the Premises and (ii) substantially minimize the possibility of polluting the air, land, or bodies of water with any materials harmful to the environment.

(vi) Employee Conduct. Company shall impose upon its agents, servants, invitees, and employees and on the agents, servants, invitees, and employees of its contractors, (a) safe speed limits on the Premises, never to exceed 30 mph on county maintained roads or 20 mph on ranch roads, (b) prohibitions against hunting, (c) prohibitions against the possession or discharge of firearms of any kind, (d) prohibitions against any other use of the Premises for recreational purposes, and (e) prohibitions against the consumption of alcohol or drugs on the Premises.

(vii) Soil Disturbance. Prior to construction of the Transmission Facilities or disturbance of soil on the Easement Area, Company shall separate the topsoil for reclamation of disturbed areas after construction is concluded. After the conclusion of construction, Company shall re-spread the reclaimed topsoil and reseed and replant the Easement Area with native grasses using a seed mixture approved by Owner.

6. Default; Remedies.

(a) Default. If a Party (the “**Defaulting Party**”) fails to perform an obligation under this Agreement (an “**Event of Default**”) such Defaulting Party shall not be in default of the terms of this Agreement if, (a) in the case of the failure to pay when due any amounts payable under this Agreement (a “**Monetary Default**”) the Defaulting Party pays the past due amount within forty-five (45) days after receiving written notice of the Event of Default (a “**Notice of Default**”) from the other Party (the “**Non-Defaulting Party**”), and (b) in the case of an Event of Default other than a Monetary Default (a “**Non-Monetary Default**”), the Event of Default is cured within ninety (90) days after receiving the Notice of Default; provided, that if the nature of the Non-Monetary Default requires, in the exercise of commercially reasonable diligence, more than ninety (90) days to cure then the Defaulting Party shall not be in default as long as it commences performance of the cure within ninety (90) days and thereafter pursues such cure with commercially reasonable diligence. Should an Event of Default remain uncured by the Defaulting Party, the Non-Defaulting Party shall have and shall be entitled to at its option and without further notice, but subject to the limitations set forth in the last sentence of this paragraph, to exercise any remedy available at law or equity, including, without limitation, a suit for specific performance of any obligations set forth in this Agreement or any appropriate injunctive or other equitable relief, or for damages resulting from such default (including, without limitation, the cost of obtaining alternative easements and removing and reinstalling the Transmission Facilities). Both Parties agree that remedies at law may be inadequate to protect against any actual or threatened breach of this Agreement. In the event of any breach or threatened breach, either Party shall have the right to apply for the entry of an immediate order to restrain or enjoin the breach and otherwise specifically to enforce the provisions of this Agreement. Notwithstanding the foregoing, anything to the contrary contained in this Agreement, or any rights at law or in equity, in no event shall any default or breach of this Agreement, or any failure to perform any obligations under this Agreement, terminate, or entitle any Party to terminate, this Agreement or any Easements or right granted hereunder. Without limiting the foregoing, no Party may terminate this Agreement, except as expressly described in Section 2(b) of this Agreement.

(b) Owner's Loss During Construction and Maintenance. Notwithstanding the foregoing, to the extent that Owner is temporarily prevented from using any portion of the Premises (not including the Easement Area) during the initial construction of the Transmission Facilities and/or subsequent maintenance of the Transmission Facilities, the same shall not be deemed an Event of Default hereunder, and Owner's sole recourse shall be to pursue reimbursement from Company to Owner for (i) actual loss of income from farming and livestock grazing activities on such impacted portion of the Premises (not including the Easement Area) ("**Loss of Income**"); and/or (ii) the actual loss incurred by Owner as a result of damage caused by Company to any crops located on such impacted portion of the Premises (not including the Easement Area) (the "**Crop Damages**"). In order to receive Loss of Income or Crop Damages, Owner must give written notice to Company within thirty (30) days of suffering such loss (the "**Notice of Loss**"). The Notice of Loss shall include an accounting and explanation of the actual, verifiable loss suffered by Owner. If Company has no reasonable objection to the loss claimed by Owner in the Notice of Loss, then Company shall pay Owner within sixty (60) days after receipt of the Notice of Loss. Owner's Notice of Loss shall include any Loss of Income or Crop Damages that any tenant or lessee of Owner may have incurred as a result of Company's initial construction of the Transmission Facilities and/or subsequent maintenance of such facilities on any portion of the Premises (not including the Easement Area) ("**Tenant Claims**"). Owner shall be solely responsible for payment of such Tenant Claims from the amount received from Company pursuant to the Notice of Loss, and Owner agrees to indemnify and hold Company harmless from such Tenant Claims.

7. Assignment; Lender Protections. Company shall have the right, on an exclusive or non-exclusive basis, without obtaining the consent of Owner, to do any of the following with respect to all or any portion of this Agreement, the Deed of Easement and/or any of the Transmission Facilities: encumber, hypothecate, pledge, or otherwise finance this Agreement, the Deed of Easement and/or any of the Transmission Facilities in favor of the holder of any security interest in this Agreement, the Deed of Easement and/or any of the Transmission Facilities (each a "**Lender**"); grant co-easements (including, without limitation, co-tenancy interests), separate easements, sub-easements, licenses, leases, or similar rights (however denominated) to one or more persons or entities (each an "**Assignee**"); permit one or more Assignee(s) to attach wires, cables or conduits to the Transmission Facilities and hang or lay wire, cables and conduits within the Easement Area; or sell, convey, lease, assign, mortgage, encumber, hypothecate or transfer to one or more Assignees or Secured Parties any or all right or interest of Company in all or any portion of this Agreement, the Easement, the Easement Area, and the Transmission Facilities. Upon Company's assignment of its entire interest under this Agreement as to all or any portion of the Easements, or as may otherwise be provided in the applicable grant, sale, lease, conveyance or assignment document, Owner shall recognize the Assignee as Company's proper successor, the Assignee shall have all of the assigned rights, benefits and obligations of Company under and pursuant to this Agreement and the Deed of Easement, and Company shall be relieved of all of its obligations relating to the assigned interests under this Agreement and the Deed of Easement that relate to acts or omissions which occur or accrue following the effective date of such grant, sale, lease, conveyance or assignment. Owner shall notify Company in writing of any sale, assignment or transfer of any of Owner's interest in the Premises, or any part thereof. Until Company receives such notice, Company shall have no duty to any successor Owner. No Owner consent shall be required for any change in ownership of either Company and any such change in ownership shall not constitute an assignment for purposes of this Agreement.

If Company has provided notice to Owner of a Lender, then:

(a) Owner and Company will not modify, cancel, or terminate this Agreement without the prior written consent of the Lender;

(b) upon any default by Company under this Agreement, Owner shall concurrently deliver a copy of the applicable notice of default to Company and the Lender;

(c) the Lender shall have the right, but not the obligation:

(i) to do any act or thing required to be performed by Company under this Agreement, and any such act or thing performed by a Lender shall be as effective to prevent a default under this Agreement as if done by Company, and

(ii) to cure any default under this Agreement; and

(d) prior to exercising any right under this Agreement resulting from a default by Company, Owner shall give any Lender the same time period as Company after receipt of notice of default to remedy the default, or cause the same to be remedied, plus, in each instance, the Lender shall have an additional time period of forty-five (45) days to complete such cure.

A Lender shall have the right to exercise power of sale or other remedy afforded in law or equity or by the security documents as to Company's interest in this Agreement, the Deed of Easement and the Transmission Facilities, and Company's interest in this Agreement, the Deed of Easement and the Transmission Facilities may be transferred, conveyed, or assigned to any purchaser, including a Lender, at any such sale. Lender will not be or become liable to Owner as an assignee of Company's interest in this Agreement or otherwise unless it assumes such liability in writing. At the request of Company or the Lender, Owner shall execute and deliver an acknowledgement, in a form agreeable to Lender and Company, that Company has encumbered, hypothecated, pledged, or otherwise financed this all or any portion of Company's right, title, or interest in this Agreement, the Deed of Easement, or the Transmission Facilities to the Lender and that Lender is entitled to all of the rights, benefits, and protections as a Lender under this Agreement.

8. Insurance. Company shall, at its expense, obtain and maintain throughout the duration of the Term, (i) a broad form comprehensive coverage policy of commercial liability insurance insuring Company and Owner against loss or liability caused by Company's activities on the Easement Area under this Agreement, in an amount not less than Two Million Dollars (\$2,000,000) prior to the Construction Commencement Date, and Five Million Dollars (\$5,000,000) after the Construction Commencement Date, of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible; and (ii) commercial auto liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000).

9. Indemnity. Owner and Company, on behalf of itself and its principals, members, officers, employees, agents, representatives, contractors, successors and assigns (the "**Indemnifying Party**"), shall indemnify, defend and hold harmless the other party and its principals, members, officers, employees, agents, representatives, contractors, successors and assigns (collectively, the "**Indemnified Party**") from and against any and all claims, litigation, actions, proceedings, losses, damages, liabilities, obligations, costs and expenses, including attorneys', investigators' and consulting fees, court costs and litigation expenses (collectively, "**Claims**"), including arising from (i) physical damage to property (including the personal property of the Indemnified Party) or physical injury to or death of any person, in each case to the extent caused by the negligence or misconduct of the Indemnifying Party, (ii) any violation by the Indemnifying Party of any law, or (iii) any material default by the Indemnifying Party, or any failure to be true of any representation or warranty made by the Indemnifying Party, under this Agreement. An Indemnifying Party shall have no obligation to indemnify or defend any Indemnified Party with respect to any Claims that result or arise from an Indemnified Party's acts or omissions, negligence or willful misconduct. The reference to property damage in this Paragraph 9 above does not include the following loss of: (a) timber and/or crops; (b) rent; (c) business opportunities; (d) profits and the like that may result from Company's exercising its rights granted pursuant to this Agreement, and any such losses will be compensated solely through the provisions of Paragraph 3 and Paragraph 6. The foregoing indemnity shall not extend to (i) property damage or personal injuries attributable to risks of known and unknown dangers

associated with electrical generating facilities, such as electromagnetic fields or (ii) Company's lawful enforcement of its rights under this Agreement.

10. Recognition of Dangers. **OWNER RECOGNIZES THE NEED TO EXERCISE EXTREME CAUTION WHEN IN CLOSE PROXIMITY TO ANY OF THE TRANSMISSION FACILITIES. OWNER AGREES TO EXERCISE CAUTION AT ALL TIMES AND TO ADVISE ALL OWNER RELATED PARTIES TO DO THE SAME. OWNER SHALL TAKE REASONABLE MEASURES TO AVOID BEING IN CLOSE PROXIMITY TO THE TRANSMISSION FACILITIES, AND OWNER IS AWARE THERE MAY BE RISKS ASSOCIATED WITH ELECTROMAGNETIC FIELDS RESULTING FROM THE PRODUCTION AND TRANSMISSION OF ELECTRICITY AND OWNER WAIVES ANY AND ALL PERSONAL INJURY CLAIMS AND CAUSES OF ACTION WHATSOEVER (WHETHER CURRENTLY EXISTING OR THAT MAY OTHERWISE ARISE OR ACCRUE AT ANY TIME IN THE FUTURE) THAT OWNER POSSESSES OR OTHERWISE MAY POSSESS AGAINST COMPANY ARISING FROM OR RELATING TO SUCH RISKS; PROVIDED, HOWEVER, SUCH WAIVER SHALL NOT BE EFFECTIVE TO THE EXTENT COMPANY ENGAGES IN RECKLESSNESS OR WILLFUL MISCONDUCT ON THE EASEMENT AREA.**

11. Miscellaneous.

(a) Confidentiality. To the fullest extent allowed by law, Owner shall maintain in the strictest confidence, for the sole benefit of Company, all information pertaining to the financial terms of or payments under this Agreement. To the fullest extent permitted by law, Owner shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Company. Notwithstanding the foregoing, Owner may provide information as required or appropriate to attorneys, accountants, lenders, or third parties who may be assisting Owner or with whom Owner may be negotiating in connection with the Premises, Owner's financial or other planning, or as may be necessary to enforce this Agreement.

(b) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon Owner and Company and, to the extent provided in any assignment or other transfer under Paragraph 7 hereof, any Assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them, and shall be deemed covenants running with the land and be binding upon the Premises. References to Company in this Agreement shall be deemed to include Assignees that hold a direct ownership interest in the Easements or this Agreement and actually are exercising rights under the Easements or this Agreement to the extent consistent with such interest.

(c) Notices. Any notices, statements, requests, demands, consents, correspondence or other communications required or permitted to be given hereunder shall be in writing and shall be given personally, by certified or registered mail, postage prepaid, with delivery confirmation, return receipt requested, or by overnight or other courier or delivery service, freight prepaid, to the address of the party to be notified indicated below (and if to a Lender, the address indicated in any notice to Owner provided under Section 7). If to Company, a copy shall also be sent (which shall not constitute notice) to any and all Lenders, to Company's counsel at the address below, and any other party designated by Company in writing.

If to Owner:

City of Whitewater, a municipal corporation,
312 W Whitewater St.
Whitewater, WI 53190

If to Company:

Whitewater Solar, LLC
320 N Sangamon St #1025
Chicago, IL 60607

With a copy to:

Carl H Bivens, Esq.
Troutman Pepper
1001 Haxall Point
Richmond, Virginia 23219

Notices delivered by hand shall be deemed delivered when actually received, and notices sent by certified or registered mail with delivery confirmation or by overnight or other courier or delivery service shall be deemed delivered upon actual receipt, and shall be deemed to have been given on the day of actual delivery to the intended recipient (as evidence by written acceptance of delivery by the recipient) or on the day delivery is refused. Owner and Company and any Lender may change its address for receipt of notices by sending notice hereunder of such change to the other party (in the case of a Lender, both parties) in the manner specified in this Section. Notwithstanding the foregoing, any amounts payable to Owner under this Agreement shall be deemed tendered three (3) days after a check for the same, addressed to Owner's address above, is deposited in the United States mail, first-class postage prepaid.

(d) Entire Agreement; Amendments. This Agreement and the Deed of Easement, together, constitute the entire agreement between Owner and Company respecting the Premises and the Easements. Any agreement, understanding or representation respecting the Premises, the Easements, or any other matter referenced in this Agreement not expressly set forth in this Agreement, the Deed of Easement or a subsequent writing signed by both Parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both Parties. No purported modifications or amendments, including, without limitation, any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either Party. Owner shall cooperate with Company in amending this Agreement from time to time to include any provision that may be reasonably requested by Company for the purpose of implementing the provisions contained in this Agreement or for the purpose of preserving the security interest of, or satisfying the request of, any Assignee or a Lender.

(e) Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the state in which the Premises is located. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, they agree that such dispute shall be resolved in the state courts located in any county in which any portion of the Premises is located. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Agreement and is hereby waived. The prevailing party in any action or proceeding for the enforcement, protection or establishment of any right or remedy under this Agreement shall be entitled to recover its reasonable attorneys' fees and costs in connection with such action or proceeding from the non-prevailing party.

(f) Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding.

(g) Estoppel Certificates. Within ten (10) days after written request by Company or its Lender, Owner shall execute and deliver to Company and/or its Lender an “Estoppel Certificate” (a) certifying that this Agreement is in full force and effect and has not been modified (or if modified stating with particularity the nature thereof), (b) certifying that there are no uncured events of default hereunder (or, if any uncured events of default exist, stating with particularity the nature thereof); and (c) containing any other certifications that may be reasonably requested by Company or its Lender. Any such certificates may be conclusively relied upon by Company, its Lender and any prospective Assignee or investor in Company. If Owner fails to deliver any such certificate within such time, then Company may conclusively conclude and rely on the following: (i) this Agreement is in full force and effect and has not been modified, (ii) there are no uncured events of default by the Company hereunder, and (iii) the other certifications so requested are in fact true and correct.

(h) No Merger. There shall be no merger of the Easements, or of the easement estate created by this Agreement, with the fee estate in the Premises by reason of the fact that the Easements or the easement estate or any interest therein may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Premises and all persons (including, without limitation, Lender) having an interest in the Easements or in the estate of Owner and Company shall join in a written instrument effecting such merger and shall duly record the same.

(i) Joint Owners. If one or more persons, partnerships, corporations, trusts or other entities execute this Agreement as Owner or have an ownership interest in the Premises from time to time, the obligations of Owner under this Agreement shall be the joint and several obligations of each such person, partnership, corporation, trust or other entity. Except as stated to the contrary herein, all such persons, partnerships, corporations, trusts or other entities agree that they shall be solely responsible for allocating any payments made under this Agreement between themselves and that Company shall have no obligation to make any allocation.

(j) Headings. The headings of the paragraphs of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part thereof.

(k) Counterparts. This Agreement, and any amendment hereto, may be executed in any number of counterparts and by each Party on separate counterparts with the same effect as if all signatory parties had signed the same document, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute one and the same instrument.

(l) Easement Rights. The Easements and other rights granted by Owner in this Agreement are an EASEMENT IN GROSS for the benefit of Company, its successors and assigns, there being no real property benefiting from the Easements and other rights granted in this Agreement, such Easements and other rights being independent of any other lands or estates or interests in lands. Notwithstanding anything else herein to the contrary, Owner and Company acknowledge and agree that this Agreement is not for agricultural purposes, and Company shall not use the Easement Area for any agricultural purposes. Both Owner and Company mutually waive any right to declare this Agreement void under Section I, Article 14 of the Wisconsin Constitution.

(m) Further Assurances. The Parties hereto shall at all times hereafter execute any documents and do any further acts which may be necessary or desirable to carry out the purposes of this Agreement and to give full force and effect to each and all of the provisions thereof. The Parties shall hereafter execute any amendment or new agreement as may be necessary for this Agreement to comply with Wis. Stat. § 893.33(6), Article I, Section 14 of the Wisconsin Constitution, or any successor or replacement laws.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first set forth above.

OWNER:

CITY OF WHITEWATER,
a municipal corporation

Printed Name: _____

Title: _____

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first set forth above.

COMPANY:

WHITEWATER SOLAR, LLC
a Delaware limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

44.06 acres of land, more or less, in Jefferson County, identified as follows:

Parcel Number: 292-0515-3313-000

Acreage: 44.06

Legal Description: SW1/4 NE1/4. ALSO W120FT OF NW1/4 NE1/4, ALSO 100FT DRAINAGE
ESMT OVER S100FT NW1/4. SUBJ TO ESMTS IN 911-964

EXHIBIT B
DESCRIPTION AND/OR DEPICTION OF THE EASEMENT AREA

BEING THE 100 FEET OF THE FOLLOWING DEPICTED TRACT OF LAND, SITUATED IN
JEFFERSON COUNTY, WISCONSIN

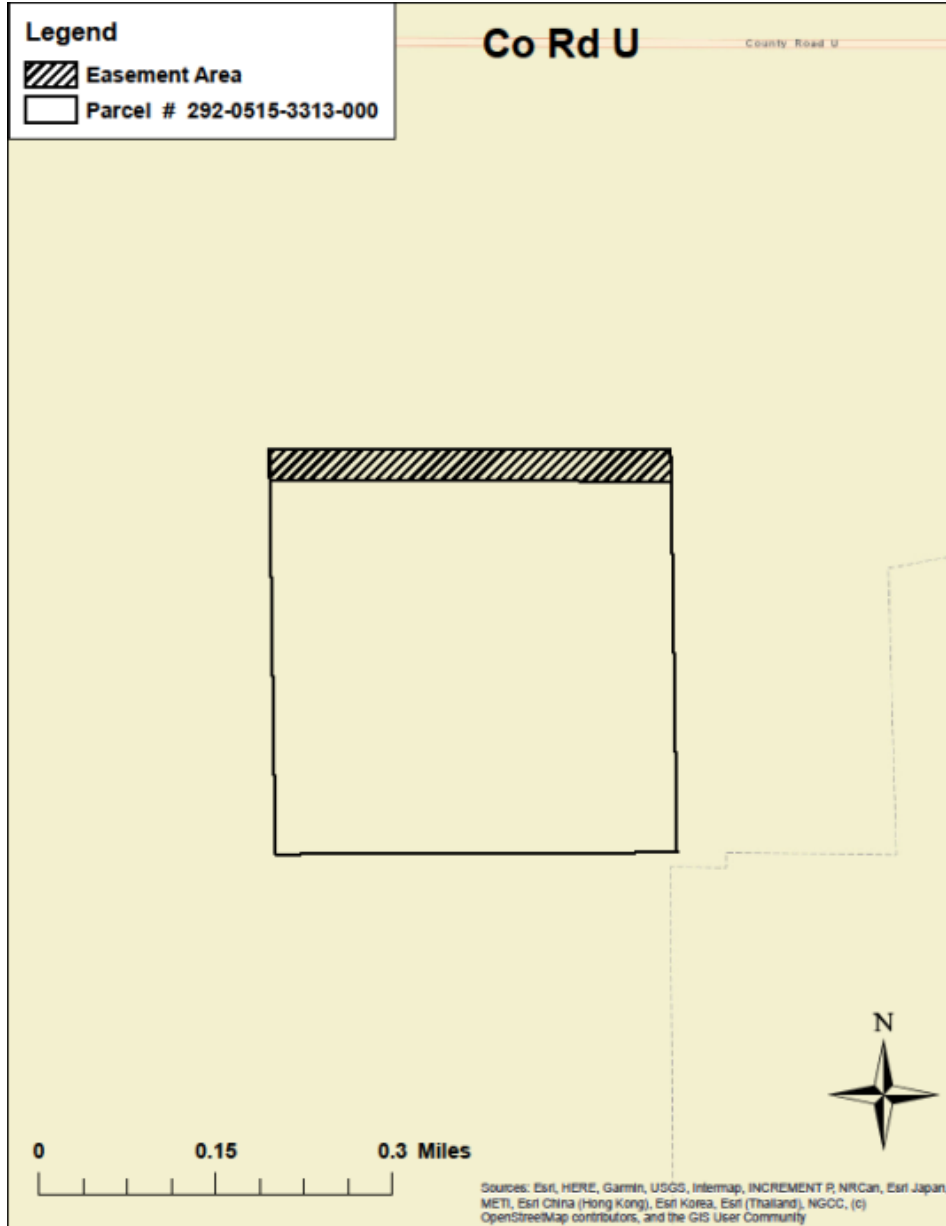


EXHIBIT C
DEED OF EASEMENT
(Separately Attached)

Document Number	DEED OF EASEMENT Document Title
<p>Recording Area</p> <hr/> <p>Drafted by, and after recording return to:</p> <p style="padding-left: 40px;">Attn: Lease & Title Department Whitewater Solar, LLC 320 N Sangamon St #1025 Chicago, Illinois 60607 Phone: (517)-819-4059</p> <hr/> <p>Parcel Identification Number (PIN):. See <u>Exhibit A.</u></p>	

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

DEED OF EASEMENT

STATE OF WISCONSIN §
COUNTY OF JEFFERSON §
KNOW ALL PERSONS BY THESE PRESENTS:

THIS DEED OF EASEMENT (this "Deed of Easement") is made, dated and effective as of _____, 20__ (the "Effective Date"), between City of Whitewater, a municipal corporation, of 312 W Whitewater St. Whitewater, WI 53190 (together with its successors, assigns and heirs, "Grantor" and/or "Owner"), and Whitewater Solar, LLC, a Delaware limited liability company whose principal business address is 320 N Sangamon St #1025 Chicago, Illinois 60607 (together with its transferees, successors and assigns, "Grantee" and/or "Company"), and in connection herewith, Grantor and Grantee agree, covenant and contract as set forth in this Deed of Easement. Grantor and Grantee are sometimes referred to in this Deed of Easement as a "Party" or collectively as the "Parties".

RECITALS

- A. Grantor owns certain real property located in Jefferson County, State of Wisconsin, described on Exhibit A, attached hereto and by this reference made a part hereof (the "Premises").
B. Grantor and Grantee are parties to that certain Transmission Facilities Agreement dated of even date herewith (the "Transmission Facilities Agreement").
C. Pursuant to and in accordance with the Transmission Facilities Agreement, Grantee desires to obtain certain easements and rights over the Premises, and Grantor desires to grant such easement and rights, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual obligations and covenants of the Parties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereto agree as follows:

- 1. Grant of Easements.
(a) Grant.
(i) Transmission Easement. Grantor hereby grants, conveys, transfers and warrants to Grantee, and its respective successors and assigns, an exclusive easement (the "Transmission Easement") on, over, under and across the Premises for constructing, erecting, installing, using, replacing, relocating, reconstructing and removing from time to time, and monitoring, improving, maintaining, storing, repairing and operating the transmission facilities described on Exhibit B attached hereto (the "Transmission Facilities"), together with the right to perform all other ancillary activities as may be necessary or appropriate to operate and service the Transmission

Facilities. The location of the Transmission Easement shall be on, above, along, under, and in the portion of the Premises described in **Exhibit C** (the “**Easement Area**”).

(ii) Access Easement. Grantor hereby grants, conveys, transfers and warrants to Grantee, and its respective employees, contractors, subcontractors, agents, successors and assigns, a non-exclusive easement (“**Access Easement**”) on, over, under and across the Premises, and on, over, under and across any and all vehicular and pedestrian access routes to and from the Premises, in order to: conduct any studies, tests or inspections that Grantee deems necessary, including, without limitation, surveys, soil sampling, environmental tests, archeological assessments, and transmission and interconnection studies; access the Easement Area; construct and maintain roadways to provide access to the Easement Area for the purposes stated in this Deed of Easement; exercise the rights granted in this Deed of Easement; and install, construct, operate, maintain, repair, replace, relocate, remove or inspect the Transmission Facilities. If access to, from or across the Easement Area is obstructed by fences, Grantee shall have the right to cut and install gates in such fences, which shall remain closed and locked when not being used. Before Grantee cuts any fence, the fence so cut must be braced adequately and reasonably on both sides of the cut to prevent slackening of the fence. With respect to any such gates installed by Grantee, or any other gates installed by Grantor through which Grantee is required to pass for access to and from the Easement Area, Grantee or Grantor, as applicable, shall provide the other party with keys or combinations for the locks to such gates. For the avoidance of doubt, wherever reasonably practical, Grantee shall utilize existing roadways on the Premises.

(iii) Clearance Easement. Grantor hereby grants, conveys, transfers and warrants to Grantee, a non-exclusive easement and right (the “**Clearance Easement**”, and together with the Transmission Easement and the Access Easement, the “**Easements**”) to trim, cut down and remove all trees (whether natural or cultivated), brush, vegetation, and fire and electrical hazards now or hereafter existing in the Easement Area or any roadway area now or hereafter providing access thereto, and trim, cut down and remove any trees, brush, vegetation or fire or electrical hazards located outside of the Easement Area now or hereafter on the Premises which might interfere with or endanger the Transmission Facilities, or the construction or maintenance thereof, as determined by Grantee.

(b) Term. This Deed of Easement shall terminate and be of no further force or effect upon the earlier to occur of (i) 47 years from the Effective Date or (ii) termination of the Transmission Facilities Agreement. In the event the Transmission Facilities Agreement is terminated, Grantee shall record a notice of termination in the official land title records office of the township or county in which the Premises is located (the “**Records Office**”).

(c) Use. Company and its agents shall have full and free use of the Easements for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the Easements, including the right of access to and from the Easement Area, and the right to use adjoining land when necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction or maintenance, and then only to the minimum extent necessary for such construction and maintenance; and further, this right shall not be construed to allow the Company to erect any building or structure of a permanent nature on such adjoining land.

(d) Title to Transmission Facilities. Grantee shall at all times retain title to the Transmission Facilities and shall have the right to remove them (or to allow them to be removed by an authorized third party) from the Easement Area at any time. Nothing in this Deed of Easement, however, shall be construed as requiring

Company to (i) construct, install or operate any Transmission Facilities, or (ii) exercise any rights granted under this Deed of Easement.

(e) Transmission Facilities Agreement. Grantor and Grantee acknowledge and agree that this Deed of Easement and the Parties' respective rights and obligations hereunder, are and shall remain subject to terms and conditions of the Transmission Facilities Agreement. All terms and conditions of the Transmission Facilities Agreement are fully incorporated herein by reference. In the event of any conflict between this Deed of Easement and the Transmission Facilities Agreement, the conflict shall be resolved to ensure the most grant of Easement rights.

2. Cooperation.

Grantor shall assist and fully cooperate with Grantee (including signing in Grantor's name, if necessary) in applying for, complying with or obtaining any land use permits and approvals, building permits, environmental reviews, or any other permits, licenses, approvals or consents required for the financing, construction, installation, replacement, relocation, maintenance, repair, operation or removal of the Transmission Facilities and any other improvements made by Grantee and permitted in this Deed of Easement, all at no out of pocket expense to Grantor. Grantor shall take no actions (i) that would cause the Transmission Facilities to fail to comply with any applicable laws, rules, regulations, permits, approvals or consents of any governmental authority having jurisdiction over the Premises, or (ii) in opposition to any of the foregoing, directly or indirectly. Further, in the event of legal proceedings related to Grantee's use of the Premises after the Effective Date, except those arising out of the interpretation and/or enforcement of the Transmission Facilities Agreement, Grantor shall, in all respects, fully cooperate with Grantee in any such proceeding. Grantor agrees that Grantee may provide the Deed of Easement in lieu of any affidavit of Grantor or other form of Grantor's consent (whether oral or written) that may be requested or required in connection with Grantee's efforts to obtain any environmental impact review, permit, entitlement, approval, authorization, agreement or other rights necessary or convenient in Grantee's discretion for the Transmission Facilities.

3. Miscellaneous.

(a) Grantor's Authority. Grantor is the sole owner of the Premises, has good and indefeasible title to the Premises, and has the unrestricted right and authority to execute this Deed of Easement and to grant Grantee the rights granted in this Deed of Easement. Grantee shall have the right to quietly and peaceably hold, possess and enjoy the Easement for the Term of this Deed of Easement, without hindrance, and Grantor shall defend Grantee's right of use and occupancy to the same against the claims of all persons. When executed by Grantor, this Deed of Easement constitutes a valid and binding agreement enforceable against Grantor in accordance with its terms.

(b) No Interference. Grantor shall not, and shall not allow its invitees, licensees, agents, representatives, members, contractors, family members, partners, or officers ("**Grantor Related Parties**") to, (i) interfere with, Grantee's use of the Premises for the purposes described in this Deed of Easement, or Grantee's rights under the Transmission Facilities Agreement, (ii) affect the lateral support or structural soundness of the Transmission Facilities; (iii) create an unsafe condition; (iv) disrupt in any manner the use of the Transmission Facilities by Grantee for the transmission of electric power; (v) otherwise interfere with Grantee's intended use of the Easements. Without limiting the foregoing, Grantor shall not, within the Easement Area: erect or install any buildings, structures, paved roadways, tanks, antennas or other

improvements; place or store flammable materials; plant trees; place water, sewer or drainage facilities; or alter the elevation of the existing ground surface by more than one (1) foot.

(c) Notices. Any notices, statements, requests, demands, consents, correspondence or other communications required or permitted to be given hereunder shall be in writing and shall be given personally, by certified or registered mail, postage prepaid, with delivery confirmation, return receipt requested, or by overnight or other courier or delivery service, freight prepaid, to the address of the party to be notified indicated below (and if to a Lender, the address indicated in any notice to Grantor provided under Section 7 of the Transmission Facilities Agreement). If to Grantee, a copy shall also be sent (which shall not constitute notice) to any and all Lenders, to Grantee’s counsel at the address below, and any other party designated by Grantee in writing.

If to Grantor:

City of Whitewater, a municipal corporation
312 W Whitewater St.
Whitewater, WI 53190

If to Grantee:

Whitewater Solar, LLC
320 N Sangamon St #1025
Chicago, IL 60607

With a copy to:

Carl H Bivens, Esq.
Troutman Pepper
1001 Haxall Point
Richmond, Virginia 23219

Notices delivered by hand shall be deemed delivered when actually received, and notices sent by certified or registered mail with delivery confirmation or by overnight or other courier or delivery service shall be deemed delivered upon actual receipt, and shall be deemed to have been given on the day of actual delivery to the intended recipient (as evidence by written acceptance of delivery by the recipient) or on the day delivery is refused. Grantor and Grantee and any Lender may change its address for receipt of notices by sending notice hereunder of such change to the other party (in the case of a Lender, both parties) in the manner specified in this Section. Notwithstanding the foregoing, any amounts payable to Grantor under this Deed of Easement shall be deemed tendered three (3) days after a check for the same, addressed to Grantor’s address above, is deposited in the United States mail, first-class postage prepaid.

(d) Successors and Assigns. This Deed of Easement shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, transferees, successors and assigns, and all persons claiming under them, and shall be deemed covenants running with the land and be binding upon the Premises.

(e) Assignment. Company may assign or apportion or grant co-easements (including, without limitation, co-tenancy interests), separate easements, sub-easements, licenses or similar rights in or to all or any of Company’s right, title and interest under the Transmission Facilities Agreement and/or the Transmission Facilities to one or more persons or entities (each an “Assignee”) without Grantor’s prior written consent so long as written notice of such assignment is provided to Grantor after such assignment or grant of rights is effective. Upon any assignment of all of Company’s right, title and interest under this Deed of Easement, the assigning Company shall automatically (without the need for any writing) be released from all of its obligations and liability under this Deed of Easement, except for liabilities that accrued prior to the date of such assignment.

(f) Use of Water. Grantee shall have the right to use water from the Premises in connection with the Project.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed and delivered this Deed of Easement as of the date first set forth above.

GRANTOR:

CITY OF WHITEWATER,
a municipal corporation

Printed Name: _____

Title: _____

STATE OF WI §
 §
COUNTY OF JEFFERSON §

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration herein expressed.

Given under my hand and seal of office this __ day of _____, 20__.

NOTARY PUBLIC IN AND FOR THE STATE OF _____
Notary's Name (Printed): _____
My commission expires: _____

GRANTEE:

WHITEWATER SOLAR, LLC
a Delaware limited liability company

By: _____

Name: _____

Title: _____

STATE OF ILLINOIS §
 §
COUNTY OF COOK §

Before me, the undersigned authority, on this day personally appeared _____,
_____ of Whitewater Solar, LLC, a Delaware limited liability company, known
to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that
he executed the same for the purposes and consideration herein expressed.

Given under my hand and seal of office this __ day of _____, 20__.

NOTARY PUBLIC IN AND FOR THE STATE OF ILLINOIS

Notary's Name (Printed): _____

My commission expires: _____

EXHIBIT A TO EASEMENT

LEGAL DESCRIPTION OF THE PREMISES

44.06 acres of land, more or less, in Jefferson County, identified as follows:

Parcel Number: 292-0515-3313-000

Acreage: 44.06

Legal Description: SW1/4 NE1/4. ALSO W120FT OF NW1/4 NE1/4, ALSO 100FT DRAINAGE ESMT OVER S100FT NW1/4. SUBJ TO ESMTS IN 911-964

EXHIBIT B TO EASEMENT

DESCRIPTION OF THE TRANSMISSION FACILITIES

Without limitation, the Transmission Facilities shall include underground and/or overhead electrical distribution, transmission and communications facilities, including without limitation overhead or underground transmission, lines, wires, and cables, support towers or poles, together with related conduit, footings, foundations, cross-arms, guy wires, anchors, circuit breakers, electric transformers, and (b) overhead and underground control, communications, and radio relay systems and telecommunications equipment, including without limitation fiber, wires, cables, conduit and poles, all for the transmission of electrical energy and/or for communication purposes, and all necessary and proper appliances and fixtures for use in connection with said lines.

EXHIBIT C TO EASEMENT

DESCRIPTION AND/OR DEPICTION OF THE EASEMENT AREA

BEING THE 100 FEET OF THE FOLLOWING DEPICTED TRACT OF LAND, SITUATED IN JEFFERSON COUNTY, WISCONSIN

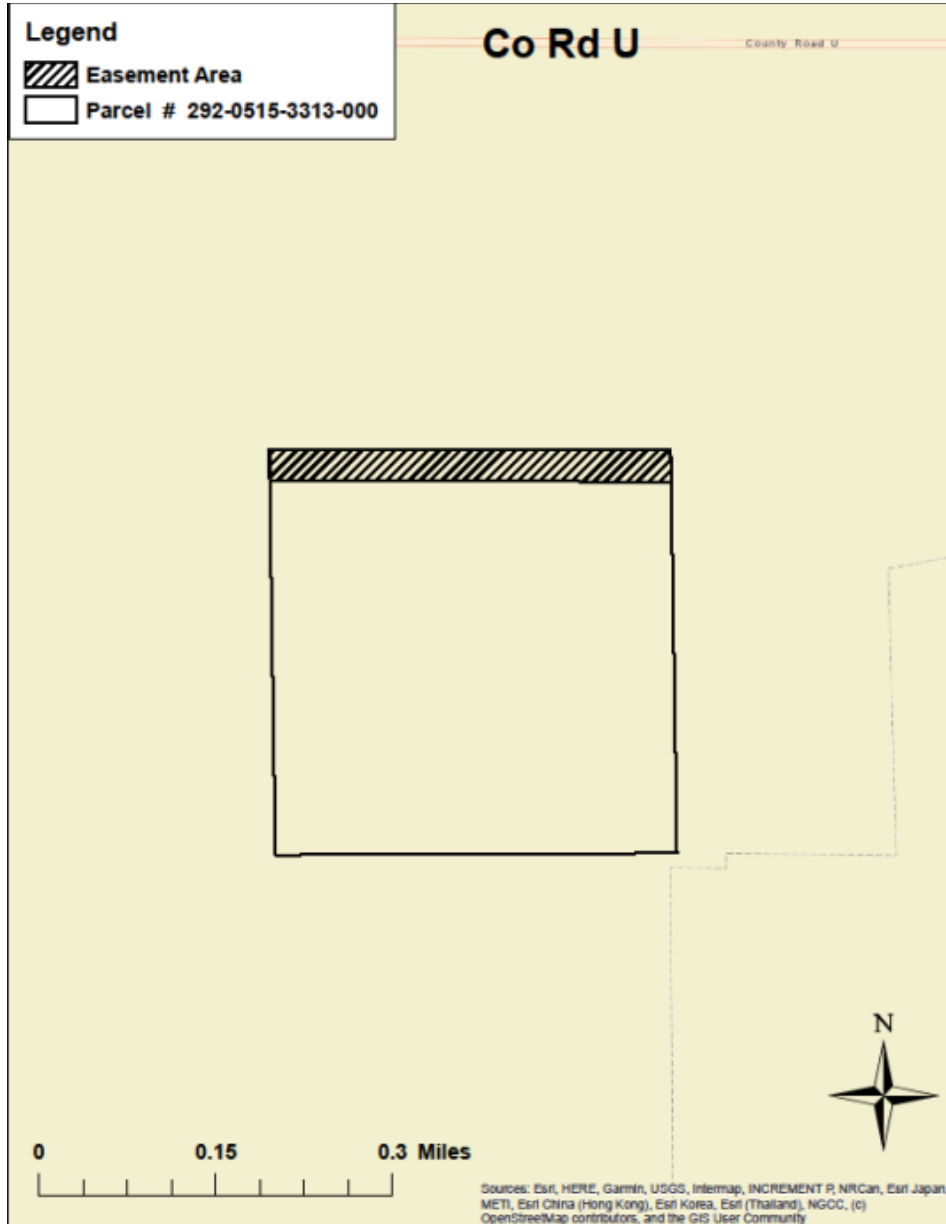


EXHIBIT D

Payment Addendum

As consideration for Owner's execution of the Agreement, Company shall pay Owner the sum of One Thousand and 00/100 Dollars (\$1,000.00) within forty-five (45) days after full execution of the Agreement (the "**Signing Bonus**").

As consideration for the grant of the Easements, within forty-five (45) days after the Construction Commencement Date, Company shall pay Owner the sum of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) (the "**Construction Start Bonus**").

As consideration for the grant of the Easement, within forty-five (45) days after the Construction Completion Date, Company shall pay to Owner the sum of One Dollar (\$1.00) per linear foot of the transmission line constructed in the Easement Area (the "Annual Easement Payment", and together with the Signing Bonus and the Construction Start Bonus, the "**Easement Payments**"). Within forty-five (45) days after each anniversary of the Construction Completion Date during the Term, Company shall pay the Annual Easement Payment to Owner. The Annual Easement Payment shall be calculated based on the linear feet of transmission line actually existing in the Easement Area on the Construction Completion Date or the respective anniversary of the same.

No Easement Payments shall be due until Company has received from Owner both 1) a fully executed original of this Agreement and 2) a completed Internal Revenue Service Form W-9.

EXHIBIT E**OWNER'S RIGHTS AND WAIVER OF RIGHTS**

Under Wis. Stat. § 182.017, excerpted below, landowners who sign an easement agreement have specific rights which apply to high voltage power lines that are 100 kV or larger, longer than one mile, and built after 1976.

Wis. Stat. § 182.017(7)(c)-(i):

(c) In constructing and maintaining high-voltage transmission lines on the property covered by the easement the utility shall:

1. If excavation is necessary, ensure that the top soil is stripped, piled and replaced upon completion of the operation.
2. Restore to its original condition any slope, terrace, or waterway which is disturbed by the construction or maintenance.
3. Insofar as is practicable and when the landowner requests, schedule any construction work in an area used for agricultural production at times when the ground is frozen in order to prevent or reduce soil compaction.
4. Clear all debris and remove all stones and rocks resulting from construction activity upon completion of construction.
5. Satisfactorily repair to its original condition any fence damaged as a result of construction or maintenance operations. If cutting a fence is necessary, a temporary gate shall be installed. Any such gate shall be left in place at the landowner's request.
6. Repair any drainage tile line within the easement damaged by such construction or maintenance.
7. Pay for any crop damage caused by such construction or maintenance.
8. Supply and install any necessary grounding of a landowner's fences, machinery or buildings.

(d) The utility shall control weeds and brush around the transmission line facilities. No herbicidal chemicals may be used for weed and brush control without the express written consent of the landowner. If weed and brush control is undertaken by the landowner under an agreement with the utility, the landowner shall receive from the utility a reasonable amount for such services.

(e) The landowner shall be afforded a reasonable time prior to commencement of construction to harvest any trees located within the easement boundaries, and if the landowner fails to do so, the landowner shall nevertheless retain title to all trees cut by the utility.

(f) The landowner shall not be responsible for any injury to persons or property caused by the design, construction or upkeep of the high-voltage transmission lines or towers.

(g) The utility shall employ all reasonable measures to ensure that the landowner's television and radio reception is not adversely affected by the high-voltage transmission lines.

(h) The utility may not use any lands beyond the boundaries of the easement for any purpose, including ingress to and egress from the right-of-way, without the written consent of the landowner.

(i) The rights conferred under pars. (c) to (h) may be specifically waived by the landowner in an easement conveyance which contains such paragraphs verbatim.

BY EXECUTING THIS AGREEMENT, OWNER ACKNOWLEDGES AND AGREES THAT OWNER VOLUNTARILY WAIVES THE RIGHTS PROVIDED IN THIS EXHIBIT E.

Wis. Admin. Code PSC 113.0509 (1) provides as follows:

When approaching a landowner in the course of negotiating new easements or renegotiating existing easements, the utility shall provide the landowner with materials approved or prepared by the Public Service Commission of Wisconsin ("PSC") describing the landowner's rights and options in the easement negotiation process. The landowner shall have, unless voluntarily waived by the landowner, a minimum five days to examine these materials before signing any new or revised easement agreement.

OWNER ACKNOWLEDGES THAT COMPANY HAS PROVIDED OWNER WITH A COPY OF PSC'S "RIGHT-OF-WAYS AND EASEMENTS FOR ELECTRICAL FACILITY CONSTRUCTION IN WISCONSIN" WHICH DESCRIBES THE LANDOWNER'S RIGHTS AND OPTIONS IN THE EASEMENT NEGOTIATION PROCESS. OWNER VOLUNTARILY WAIVES THE FIVE-DAY REVIEW PERIOD, OR ACKNOWLEDGES THAT IT HAS HAD AT LEAST FIVE DAYS TO REVIEW SUCH MATERIALS.

★ POI: 138 kV University Substation

Existing Transmission Lines

Proposed 100' Easement Area

Parcel # 292-0515-3313-000

NI
Item 2.

Co Rd U



Wastewater Treatment Plant

0 0.15 0.3 Miles

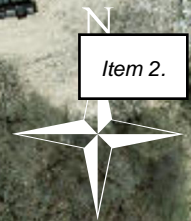
Approximate Location of Whitewater Transmission Facilities

Gas Line

Water Line

Proposed 100' Easement Area

Parcel # 292-0515-3313-000





Public Works Agenda Item

Meeting Date:	December 12, 2023
Agenda Item:	4b. WE Energies Easement
Staff Contact (name, email, phone):	Brad Marquardt, bmarguardt@whitewater-wi.gov , 262-473-0139

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

WE Energies is requesting a ten-foot easement from the City to place an electrical line within property owned by the Wastewater Facility. The electrical line would provide service to the Johns Disposal Facility and the new office addition. The easement has a Temporary Exhibit A. This exhibit will be update with exact information after the conduit is in place.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS
(Dates, committees, action taken)

N/A

FINANCIAL IMPACT
(If none, state N/A)

There is no financial impact.

STAFF RECOMMENDATION

Staff’s recommendation is to approve the WE Energies easement and send to the full Council for final action.

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

1. City of Whitewater Easement
2. Aerial View

DISTRIBUTION EASEMENT UNDERGROUND

Document Number

WR NO. 4927164 IO NO. 5453

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, THE CITY OF WHITEWATER, a municipal corporation, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as strips of land ten (10) feet in width of Grantor's premises being a part of the Northeast 1/4 of Section 33. Township 5 North, Range 15 East, City of Whitewater, County of Jefferson, State of Wisconsin. Said lands are further described in that certain Warranty Deed recorded in the office of the Register of Deeds for Jefferson County on June 25, 1973, Volume 491, Pages 526-527, as Document No. 708705.

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

RETURN TO: We Energies PROPERTY RIGHTS & INFORMATION GROUP 231 W. MICHIGAN STREET, ROOM P277 PO BOX 2046 MILWAUKEE, WI 53201-2046

292-0515-3313-000 (Parcel Identification Number)

- 1. Purpose: The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
2. Access: Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.
3. Buildings or Other Structures: Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric codes or any amendments thereto.
4. Elevation: Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. Restoration: Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. Exercise of Rights: It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
7. Binding on Future Parties: This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. Easement Review: Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document or voluntarily waives the five day review period.

Grantor:

THE CITY OF WHITEWATER, a municipal corporation

By _____

(Print name and title): _____

By _____

(Print name and title): _____

Personally came before me in _____ County, Wisconsin on _____, 2023,

the above named _____, the _____

and _____, the _____

of the THE CITY OF WHITEWATER, a municipal corporation, for the municipal corporation, by its authority, and pursuant to Resolution File

No. _____ adopted by its _____ on _____, _____.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

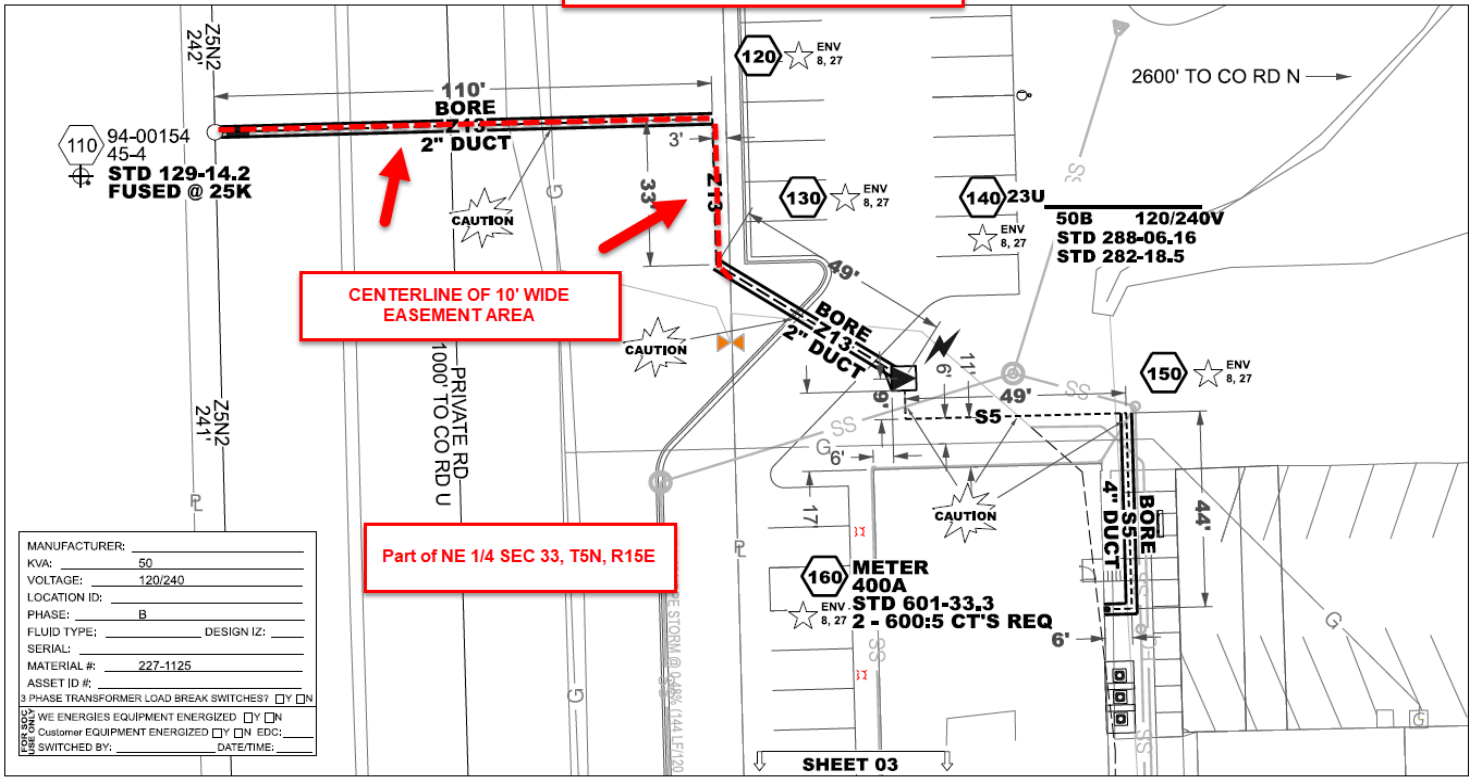
My commission expires _____

This instrument was drafted by Kyle Koski on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.



WES ELEC WR FT4927164
GAS WR #####

TEMPORARY EXHIBIT A



MANUFACTURER: _____
 KVA: 50
 VOLTAGE: 120/240
 LOCATION ID: _____
 PHASE: B
 FLUID TYPE: _____ DESIGN IZ: _____
 SERIAL: _____
 MATERIAL #: 227-1125
 ASSET ID #: _____
 3 PHASE TRANSFORMER LOAD BREAK SWITCHES? Y N
 WE ENERGIES EQUIPMENT ENERGIZED Y N
 Customer EQUIPMENT ENERGIZED Y N EDC: _____
 SWITCHED BY: _____ DATE/TIME: _____





Public Works Agenda Item

Meeting Date:	December 12, 2023
Agenda Item:	4c. Task Order 23-10 Construction Grant Application
Staff Contact (name, email, phone):	Brad Marquardt, bmarguardt@whitewater-wi.gov , 262-473-0139

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

Strand Task Oder 23-10 is for the preparation of a DNR Urban Non-Point Source and Stormwater Construction Grant application. The application would seek funding to go towards the construction of an underground wet detention basin to assist in compliance with the City’s MS4 Permit. Applications are due April 17, 2024 and would fund projects scheduled for construction in 2025 or 2026. Staff is looking at construction of the underground detention basin in 2026.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS
(Dates, committees, action taken)

N/A

FINANCIAL IMPACT
(If none, state N/A)

The estimated cost for Task Order 23-10 is \$8,800.

STAFF RECOMMENDATION

Staff recommendation is to approve Task Order 23-10 and send to the full Council for final action.

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

1. Draft T.O. 23.10 Construction Grant Application.



OWNER REVIEW

Strand Associates, Inc.

Item 4.

910 West Wingra Drive
Madison, WI 53715
DRAFT
R 60214813
www.strand.com

Task Order No. 23-10
City of Whitewater, Wisconsin (OWNER)
and Strand Associates, Inc.® (ENGINEER)
Pursuant to Agreement for Technical Services dated December 30, 2020

Project Information

Services Name: Grant Application for Underground Wet Detention Basin in Starin Park

Services Description: Preparation of a Wisconsin Department of Natural Resources (WDNR) Urban Non-Point Source (UNPS) and Stormwater Construction Grant application seeking funding for an underground wet detention basin to assist in compliance with OWNER's municipal separate storm sewer system permit and Rock River total maximum daily load limits.

Scope of Services

ENGINEER will provide the following services to OWNER:

1. Prepare a draft version of a UNPS and Stormwater Construction Grant application and attachments and submit to OWNER as a portable document format (PDF) file. Update a concept-level drawing and opinion of probable construction cost for the potential underground wet detention basin in Starin Park and update the pollutant reduction performance of the wet detention basin in WinSLAMM originally prepared by ENGINEER as a part of the 2017 Stormwater Quality Management Plan.
2. Provide a sample resolution and examples of letters of support to OWNER.
3. Correspond with WDNR about the grant application.
4. Attend a virtual meeting with OWNER to discuss the draft grant application.
5. Incorporate OWNER comments, as appropriate, and prepare and submit a final PDF file of the grant application to OWNER.

Compensation

OWNER shall compensate ENGINEER for Services under this Task Order on an hourly rate basis plus expenses an estimated fee of \$8,800.

Schedule

Services will begin upon execution of this Task Order, which is anticipated the week of January 1, 2024. Services are scheduled for completion on April 30, 2024.

DJJ:LR:MAD\Documents\Agreements\W\Whitewater, City of (WI)\ATS.2020\TO\2023\1407.137.23-10.docx

OWNER REVIEW

Strand Associates, Inc.

Item 4.

City of Whitewater
Task Order No. 23-10
Page 2
November 16, 2023

DRAFT

OWNER's Responsibilities

In addition to those items found in the associated Agreement for Technical Services, OWNER shall be responsible for the following:

1. Provide three letters of support from interest groups for inclusion in the grant application.
2. Provide an authorizing resolution for the project.
3. Provide evidence that the local-share project funds are included in an adopted budget or will be in a proposed budget.
4. Perform project walk through at the project site for the Environmental Hazards Assessment Form (Form 1800-001) and collect photographs of the site.
5. Submit the prepared UNPS and Stormwater Construction Grant application and corresponding attachments to WDNR before the April 15, 2024, grant application deadline.

TASK ORDER AUTHORIZATION AND ACCEPTANCE:

ENGINEER:

STRAND ASSOCIATES, INC.®

DRAFT

Joseph M. Bunker
Corporate Secretary

Date

OWNER:

CITY OF WHITEWATER

John Weidl
City Manager

Date

NOT FOR SIGNATURE
DRAFT



Public Works Agenda Item

Meeting Date:	December 12, 2023
Agenda Item:	4d. 2024 Street Maintenance Task Order 23-11
Staff Contact (name, email, phone):	Brad Marquardt, bmarguardt@whitewater-wi.gov , 262-473-0139

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

Strand Task Oder 23-11 is for the preparation of plans, specifications and bidding documents for the 2024 Street Maintenance Project. The Project includes asphalt replacement on Pearson Lane, Pearson Court, and Meadowview Court, chip seal treatment of streets in the Park Crest Subdivision, asphalt sealant at the Wastewater Facility, and repaving the multi-use path in the Prairie Village development.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS
(Dates, committees, action taken)

N/A

FINANCIAL IMPACT
(If none, state N/A)

The estimated cost for Task Order 23-11 is \$18,600.

STAFF RECOMMENDATION

Staff recommendation is to approve Task Order 23-11 and send to the full Council for final action.

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

1. Draft T.O. 23.11 2024 Street Maintenance.



Task Order No. 23-11
City of Whitewater, Wisconsin (OWNER)
and Strand Associates, Inc.® (ENGINEER)
Pursuant to Agreement for Technical Services dated December 30, 2020

Project Information

Project Name: 2024 Street Maintenance

Project Description: Asphalt pavement replacement, chip seal, and seal coat at various locations.

Services Description: Design and bidding-related services

Scope of Services

ENGINEER will provide the following services to OWNER.

Design Services

1. Use geographical information system (GIS)-based mapping to prepare base mapping drawings for asphalt pavement replacement on approximately 950 linear feet (LF) of Meadowview Court, 450 LF of Pearson Court, and 450 LF of Pearson Lane. Limits of asphalt replacement will be shown on drawings. No sidewalk, curb ramp, or curb and gutter replacement is anticipated.
2. Use GIS-based mapping to prepare a drawing showing streets planned for crack filling and chip seal treatments in the Park Crest neighborhood.
3. Use GIS-based mapping to prepare a drawing showing asphalt seal coating treatment on driveways and parking lots at the wastewater treatment facility.
4. Use GIS-based mapping to prepare a drawing showing asphalt pavement replacement on approximately 1,900 linear feet of shared use path east of Burr Oak Trail in the Prairie Village development.
5. Prepare typical sections for asphalt pavement replacement on streets and shared use paths. Plan and profile and cross section drawings are excluded.
6. Prepare Bidding Documents using Engineers Joint Contract Documents Committee C-700 Standard General Conditions of the Construction Contract, 2018 edition, technical specifications, and engineering drawings.
7. Submit draft Bidding Documents to OWNER for review. Incorporate review comments, as appropriate, and prepare final Bidding Documents.

