



# Public Works Committee Meeting

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

**Tuesday, April 09, 2024 - 6:00 PM**

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

Please click the link below to join:

<https://us06web.zoom.us/j/89662050865?pwd=uwLCIIZ5c53NyXXBIJR8IXAYHkVdA.8sftvLksvAMswlC>

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Please note that although every effort will be made to provide for virtual participation, unforeseen technical difficulties may prevent this, in which case the meeting may still proceed as long as there is a quorum. Should you wish to make a comment in this situation, you are welcome to call this number: (262) 473-0107.

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## AGENDA

### CALL TO ORDER

### ROLL CALL

### APPROVAL OF MINUTES

1. Approval of minutes from March 12, 2024

### 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 Approving Resolution for Updates to the Whitewater Adjusted Urban Area Boundary

- [3.](#) Discussion and Possible Action Regarding Strand Task Order for Construction Administration covering Contracts 1-2024 thru 5-2024
- [4.](#) Discussion and Possible Action Regarding Ayres Old Stone Mill Dam Proposal for Engineering Services for Downstream Wall Repairs

#### **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.**



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**Tuesday, March 12, 2024 - 6:00 PM**

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*\*Please note – due to technical difficulties, this meeting was not recorded.*

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## MINUTES

### CALL TO ORDER

Marquardt asked Hicks if he would chair this meeting and the next Public Works Committee Meeting since he was already the vice chairperson. Hicks agreed to this request. Marquardt also advised the committee they would still meet in April before the election of new Council members.

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

### ROLL CALL

Present: McCormick, Gerber, Hicks

Others: Marquardt

### ELECTION OF CHAIRPERSON/VICE CHAIRPERSON

As previously stated, Hicks will chair this meeting and the next meeting in April.

### APPROVAL OF MINUTES

**1. Approval of minutes from February 13, 2024**

It was moved by McCormick and seconded by Gerber to approve the Public Works Committee minutes from February 13, 2024.

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

### HEARING OF CITIZEN COMMENTS

None

### NEW BUSINESS

**2. Discussion and Possible Action regarding Amendment No. 1 to the Emergency Communications Radio System Site Improvement and Use Agreement Between Walworth County and the City of Whitewater**

Marquardt stated the City entered into an Agreement with Walworth County in October 2022 to allow construction of a communication tower at the Wastewater Facility property. The County looked at various options to route a signal back to City Hall for 911 redundancy. Options included another "tower" with a receiving antenna at City Hall, putting an antenna on the new water tower, and using fiber. After much investigating with City staff, the County decided to move forward using fiber. There is an unused fiber line that runs from City Hall to UW-Whitewater to Water to Streets to Wastewater. The County is asking to use this line. The County would then run a fiber line through existing conduit from the Wastewater Main Building to the tower site. In addition, the County would like to run fiber from Franklin St. into City Hall to provide additional redundancy.

Todd Neumann, from the Walworth County Sheriff's Office, spoke regarding the use of fiber for this project. Neumann asked the City for the use of this line. He stated Walworth County will pay for the repairs and connections needed for this project to happen. They would also pay for the fiber run from the Wastewater Utility to the tower itself.

Neumann stated the other piece, when dealing with fiber in the ground, because of people digging in the ground, is redundancy. Therefore, the County would have Edge Broadband run another piece of fiber up Franklin St., up Whitewater St. and into the Municipal Building as redundant fiber. That will then connect to our Whitewater Lake Tower providing a redundant connection. If the City's fiber connection where to get severed, the redundant fiber connection would allow the County to stay connected. The fiber is going to connect two things. 1. It will connect the Whitewater Police Department's Console, in their radio system, and 2. It will provide redundant 911 pathways. The City and the County share a 911 telephone system with Next Generation 911 coming in. The City is going to run 911 lines in and the County is going to run 911 lines into the County.

Neumann stated as outlined in the Amendment, the County is paying for all work associated with getting the fiber viable for use from City Hall to Wastewater; installation of fiber from Wastewater to the Tower, and the redundant fiber connection from Franklin St. Per the Amendment, the City is not charging the County for the use of the existing fiber.

Hicks asked if there was a Service Line Agreement (SLA) in order in case something does happen with the City lines in the future. What would the timeframe be in getting the line repaired? Neumann said he could add paragraph E (or add to paragraph D) – the City agrees to be responsible for costs to repair the fiber from the Municipal Building to the Wastewater Treatment Plant (main building), as soon as reasonably possible, or something to that affect. Hicks commented that Edge probably has their own test gear, but on the City's private side, if the County's circuit were to go out overnight, does the County have OTRs or test gear to verify it's not on the County's segment vs. the City's segment? Neumann responded, they don't. He said they would be depending on the City's service entity to provide service. Hicks asked if we have any contract with a company that does fiber repair and do they have specific fiber equipment to test it? Neuman stated, DigiCorp and Marquardt stated, probably WIN Fiber. Marquardt stated the City owns the fiber. Hicks stated this should be added to the Amendment and at some point, should come back to the committee for review. Hicks said it would be nice to have an agreement set up with WIN, or whomever to come in with test gear to verify where the problem is first. Then, you can determine who is going to take onus and responsibility of repairing the fiber.

Neumann will add these two requests from Hicks and will send the updated version to Marquardt to get on the agenda for the March 19, Council meeting.

Gerber recommended approval to the Amendment No. 1 to the Emergency Commutations Radio System Site Improvement and Use Agreement Between Walworth

County and the City of Whitewater to include all sections except for section D, which will include an Amendment to Council on March 19, 2024, and seconded by Hicks.

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

**3. Discussion and Possible Action regarding wastewater maintenance quotes for televising (CCTV), Cured in Place Pipe (CIPP) – Spot Repairs, and CIPP – Manhole to Manhole**

Marquardt stated as part of our ongoing efforts in 2024, the Wastewater Utility will be contracting for several different services to maintain our sanitary sewer collection system. Those services include televising (CCTV), installation of cured in place pipe (CIPP) spot repairs, and CIPP manhole to manhole repairs. As in the past, quotes have been obtained from qualified contractors who have routinely provided quality services at the lowest per unit price. Of note, the cost per lineal foot has increased significantly from years past due to material availability, resin, and labor cost increases.

	<b>Great Lakes TV Seal, Inc.</b>	<b>Aqualis (formerly Northern Pipe, Inc.)</b>	<b>Visu-Sewer</b>
<b>CCTV (41,143 ft.)</b>	<b>\$19,807.21</b>	\$20,650.07	N/A
<b>CIPP-Spot Repairs</b>	N/A	<b>\$16,000</b>	\$17,750
<b>CIPP- MH to MH (1,201 ft.)</b>	N/A	N/A	<b>\$54,945.75</b>

- Wastewater will be conducting 41,143 feet of televising (CCTV) as part of a nine-year rotation for televising the collection system.
- Spot repairs (CIPP) will include six (6) sectional liners in four (4) lines.
- Additionally, 1,201 feet of 8” repairs will be done using cured in place pipe (CIPP).

These maintenance expenditures are funded annually through the Wastewater Utility Sanitary Sewer Repair/Replacement Fund (SRRF). This year’s amount of \$125,000 was allocated to maintain our sanitary infrastructure.

Based on the amount of work to be completed, the proposal is within the current market range. The total proposal cost is \$90,752.85.

Marquardt stated he is looking for a recommendation to move this item on to Council.

McCormick made a motion to recommend the sanitary collection system maintenance as follows: CCTV to Great Lakes TV Seal, Inc. for \$19,807.21, CIPP-Spot Repairs to Aqualis for \$16,000, and CIPP-MH to MH to Visu-Sewer for \$54,945.75 and seconded by Hicks.

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

**4. Discussion and Possible Action approving Responsibility Resolution for Urban Non-Point Source and Stormwater Construction Grant**

Marquardt stated the City is applying for an Urban Nonpoint Source and Stormwater Construction Grant through the Wisconsin Department of Natural Resources. As part of the grant application, the City is required to pass a resolution which stipulates who at the City is authorized to submit the application and sign the necessary paperwork if a grant is awarded to the City.

The application is for the construction (in 2026) of an underground wet detention basin, located in Starin Park. The project is a collaborative effort between the City and the University of Whitewater, Wisconsin. Both entities will receive credit toward the TSS and Total Phosphorus removal for the DNR MS4 Permit.

This resolution is giving the City Manager the authority to sign future agreements, submit reimbursements, and address other items that are necessary.

The Park & Recreation Board approved the location of the underground basin at their November 15, 2023, meeting. Urban Forestry has also been informed as there are some trees that will need to be taken down.

There is no financial impact for submitting the application. If approved, the grant would be in the amount of \$150,000.

Gerber recommended a motion to recommend approval of the Construction Grant Resolution to full Council and seconded by McCormick.

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

**5. Discussion and Possible Action regarding Strand Associate's Scope of Services proposal for Lead Service Line Replacement**

Marquardt stated this project involves replacing the lead service lines in the City, which consist of both public and private lines. Staff submitted an Intent to Apply to the DNR Safe Drinking Water Loan Program last fall in hopes of receiving money through a low interest loan, and the possibility of some of it being principal forgiveness. The City should find out next month if the project ranks high enough for the funding. If awarded, plans and specifications need to be submitted with the actual application due by June 30, 2024. The Scope of Services is the basis for a Task Order to be prepared. Due to timing, Strand was not able to put a Task Order together in time for tonight's Public Works meeting. If approved, a formal Task Order will be in place for the Council meeting. The Scope of Services is for the design of plans and specifications, and for bidding the project.

McCormick asked how many lead lines were in the City. Marquardt stated about 360. About half of these are on the public side and the other half on the private side.

Gerber asked how much money was in account 610. Marquardt said there is money set aside for design for contractual services. He stated 610 is the broad account for the utility. He said it's not coming out of the general account. The Water Utility will pay for this.

Marquardt stated eventually the City will be mandated to replace the lead lines. He said we are currently mandated to provide a list to the EPA by fall of 2024. The next step will be that the EPA puts out some kind of mandate on water utilities to replace lead lines. There is funding available now, so now is the time to get this project done.

Hicks made a motion to approve the lead service line replacements, seconded by McCormick.

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

**6. Discussion and Possible Action regarding sidewalk replacement costs and assessments to property owners under Chapter 12.22-Construction Standards Adopted**

Marquardt stated The Public Works Committee has been reviewing Chapter 12.22, which relates to sidewalk repair and replacement. The existing Chapter indicates the Building Inspector is to be designated as the Sidewalk Administrator. Sidewalks are to be reviewed annually in one of the wards on a rotating basis. And according to the ordinance, the property owner is 100% responsible for the cost of repair or replacement.

A set of records from 2009 indicated the Neighborhood Service Director was the Sidewalk Administrator. These records indicated the property owners were only responsible for 25% of the repair/replacement. This adjustment may have been in response to a Special Assessment Resolution from 1996 where the Special Assessment Policy was updated. The Policy was again updated in 2015 where Council approved a Resolution where the City paid 100% for sidewalk repair/replacement, among other construction related items.

At the October 10, 2023, Public Works Committee meeting, the committee voted 2-1 to approve the updates to Chapter 12.22. This includes special assessing the property owners 50% of the cost of repair/replacement, unless the repair/replacement is the result of a City terrace tree. Then, the City would pay 100% of the repair/replacement. The dissenting vote was not in favor of special assessing the property owners. At the December 5, 2023, Council meeting the Council approved the first reading of the new ordinance, which included assessing property owners 50% of the cost, unless if damage was caused by a terrace tree. The Council also asked for additional information pertaining to sidewalk cutting/grinding and the Sidewalk Utility policy in the City of Edgerton.

The estimated cost to remove and replace concrete sidewalk is \$10/sq. ft. One square of sidewalk at five feet by five feet would be 25 sq. ft or \$250. If the sidewalk has to be fully replaced across a 60-foot lot, the cost would be \$3,000. Under the current adopted Resolution, the property owner would pay \$0 in both examples. If the Chapter is adopted as attached, the property owner would pay \$125 or \$1,500 for the two examples provided. For sidewalk cutting it depends on the height of the displacement and if it is

uniform across the sidewalk square. For estimating purposes, staff used a one-inch uniform height. The estimate for this work is \$160 for a five-foot width.

Staff included a map showing which streets have sidewalk on both sides, one side, or none at all. According to GIS, 21.8 miles of streets have sidewalk on both sides, 14 miles with sidewalk only on one side and 20.5 miles with no sidewalk. This indicates that roughly half of the properties in the City do not have sidewalk. Yet they benefit from being able to use the sidewalk while not having to maintain it. Also included was a sidewalk cost breakdown showing the difference between money spent on defective sidewalk versus curb ramps. Staff also tried to identify trip hazards and have shown a comparison cost between replacement and sidewalk cutting. The City of Edgerton uses a Sidewalk Utility to charge all property in the City a quarterly fee that is collected and used specifically on sidewalk installation and replacement. It went into effect in 2022.

Marquardt stated, at this point, the second reading of the ordinance, which states property owners would pay 50% of the replacement cost of sidewalks is on the agenda for the March 19, 2024, Council meeting. If the Council wishes they could vote down the second reading of the ordinance and direct staff to draft a first reading of the new utility sidewalk policy based on Edgerton's Sidewalk Utility Ordinance.

Gerber made a motion to reconsider the first reading of the sidewalk ordinance and not accept it. Rather, have a first ready brought forward for a new sidewalk ordinance based on the City of Edgerton's existing Sidewalk Ordinance, Chapter 366.

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

### **FUTURE AGENDA ITEMS**

Gerber requested the new Sidewalk Ordinance be brought back to the Public Works Committee again for review based on the City of Edgerton's existing Sidewalk Ordinance.

### **ADJOURNMENT**

It was moved by McCormick and seconded by Gerber to adjourn the Public Works Committee meeting at 7:00 p.m.

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

Respectfully submitted,

Alison Stoll

Alison Stoll, Administrative Assistant  
Department of Public Works





# Public Works Agenda Item

Meeting Date:	April 9, 2024
Agenda Item:	Urban Boundary
Staff Contact (name, email, phone):	Brad Marquardt, <a href="mailto:bmarguardt@whitewater-wi.gov">bmarguardt@whitewater-wi.gov</a> , 262-473-0139

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

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

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

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

N/A

**FINANCIAL IMPACT**  
(If none, state N/A)

N/A

**STAFF RECOMMENDATION**

Staff’s recommendation is a motion to recommend approval of the Resolution to the full Council.

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

1. Urban Area Resolution
2. Urban Area Guidance
3. Whitewater Proposed Adjusted UAB

**RESOLUTION APPROVING THE CITY OF WHITEWATER ADJUSTED URBAN AREA BOUNDARY**

**WHEREAS**, the City of Whitewater was designated by the Governor of the State of Wisconsin for the purpose of carrying out cooperative, comprehensive, and continuing urban transportation planning in the City of Whitewater; and

**WHEREAS**, metropolitan transportation planning, including the establishment of adjusted urban area boundaries and metropolitan planning area boundaries, is required of metropolitan planning organizations by U.S. Department of Transportation regulations implementing Title 23, United States Code (Federal Aid Highway Acts) and Title 49, United States Code (Federal Transit Act, as amended); and

**WHEREAS**, the Federal Highway Administration allows states to adjust the census-defined urban area boundaries for planning and funding purposes; and

**WHEREAS**, the Wisconsin Department of Transportation, every 10 years following the release of decennial census data, lead a process to adjust Census-defined Urban Area Boundaries (UABs) within the state, in conjunction with the respective office of the Federal Highway Administration; and

**WHEREAS**, after review by local municipalities, the Wisconsin Department of Transportation, and the Federal Highway Administration, the proposed adjusted Urban Area Boundary has been found to be justified; and

**WHEREAS**, the Wisconsin Department of Transportation will, after local municipality approval of the boundary, submit the proposed adjusted urban area boundary to the respective FHWA division office;

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Whitewater informs the Wisconsin Department of Transportation that the Adjusted Urban Area Boundary as reflected in the attached map is hereby approved and adopted.

Resolution introduced by Councilmember \_\_\_\_\_ who moved its adoption. Seconded by Councilmember \_\_\_\_\_

AYES: Councilmembers \_\_\_\_\_ NOES: \_\_\_\_\_ ABSENT: \_\_\_\_\_  
ADOPTED: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

John Weidl, City Manager

Heather Boehm, City Clerk



# 2020 Census: Urban Area Boundary Adjustments

- Part 1: Background and Process – Page 1
- Part 2: Technical Considerations – Page 7
- Part 3: Key Process Steps – Page 9

## Part 1: Background and Process

This section includes information explaining Census-defined urban areas, release of urban area boundary data, and the process WisDOT uses for adjusting those urban area boundaries.

Urban Areas are defined by the US Census as individual municipalities or groups of nearby municipalities with a total population of 5,000 or higher. In the past, *urbanized area* was the term for urban areas with populations of 50,000 or higher; all Metropolitan Planning Organizations (MPOs) were urbanized areas. With the 2020 Census, the *urbanized area* category has been discontinued. Large urban areas, with populations of 50,000 and higher, are **MPOs**. All smaller urban areas, with populations of 5,000 to 49,999, are just **urban areas**. MPOs with populations of 200,000 and higher are federally designated as Transportation Management Areas (TMAs).

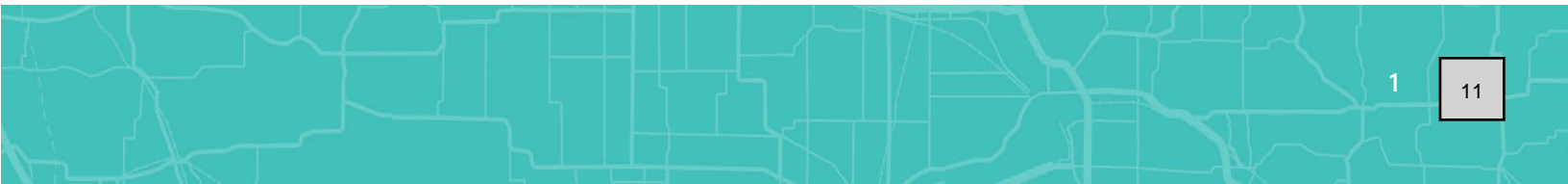
### A. Census-Defined Urban Boundaries and Adjusted Urban Area Boundaries

The Urban Area Boundary (UAB) is important for transportation planning because it is a key factor for federal Surface Transportation Block Grant (STBG) funding eligibility.

WisDOT’s funding program for federal STBG funding is the State Transportation Program (STP). It divides STBG funds into STP-Urban and STP-Rural. The UAB is also a factor for Federal Highway Administration (FHWA) Highway Performance Monitoring System (HPMS) reporting.

Areas *within* the UAB are considered to be **Urban**. All functionally classified, non-local roads within an urban area are eligible for STP-Urban funding. Areas *outside* the UAB are considered to be **Rural**. Functionally classified roads (Major Collectors and higher) outside the UAB are eligible for STP-Rural funding. When a rural county highway continues across the UAB into an urban area; that urban portion is eligible for STBG/STP-Urban rather than STBG/STP-Rural funding. See [WisDOT's Local Program website](#) for additional information.

**Functional Classification** is a way to define and categorize the various roles that streets and highways play in serving the state’s varied transportation needs. Arterial, Collector, and Local classifications categorize roads based on the amount and types of traffic the roads carry, characteristics of the roadways, land uses in the vicinity of the roadways, and the development and population density of the surrounding area.





Also, the approval process is different for urban and rural areas. Approval for changes in an urban area are carried out by the municipal board or elected official; approval in rural areas is under jurisdiction of the county board.

The criteria used by the US Census Bureau for defining urban areas do not align well with transportation planning needs. Census-defined urban areas often do not correspond to known geographic or municipal boundaries and can be irregularly shaped. For this reason, FHWA allows states to adjust the Census-defined urban boundaries in creating the official urban boundary for planning and funding purposes.

Adjustment of these boundaries allows states and MPOs to smooth out the irregularities, ensure administrative continuity, and encompass fringe areas with residential, commercial, industrial, recreational, and/or national defense significance. Adjusting Census-defined Urban boundaries facilitates planning and programming by creating urban boundaries more appropriate for these purposes. The Adjusted UAB becomes the official Urban Area Boundary after it has been approved by FHWA.

The Urban Area Boundary (UAB) should not be confused with the municipal or corporate boundary of a city, village, or town. These **CVT boundaries** are used for some transportation planning purposes but they do not affect eligibility for federal STBG funding.

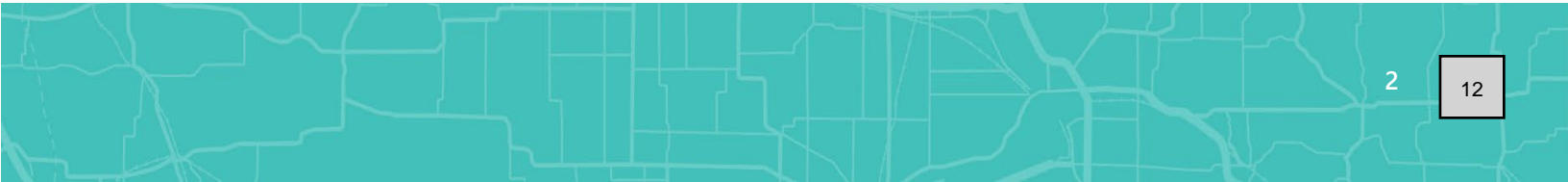
**WisDOT’s deadline for approval of adjusted Urban Area Boundaries is June 30, 2024.** This provides a window of approximately 18 months to complete all review, adjustment, and approval of all UA boundaries, including bi-state MPOs. While FHWA has extended their deadline to April 2025, WisDOT will keep the June 2024 deadline. For any adjusted Urban Area Boundaries not approved by the 2025 deadline, the official urban area boundary will default to the Census-defined urban boundary. This outcome is not an acceptable option; WisDOT will review and work with local officials to adjust and approve every Urban Area Boundary in the state.

**B. Initial Preparation**

Prior to the release of Census 2020 Urban Area Boundary data—expected late in CY 2022—WisDOT-BPED will hold an informational meeting with DTSD Region Planners to explain the boundary update and approval process, including communication with local governments, and timeline for completion. Then, before or shortly after the Census release of UA Boundary data, BPED and the Region staff will hold individual meetings with MPO staff to discuss the boundary adjustment process and answer any questions before the process gets underway. This advance discussion will hopefully minimize numerous iterations of boundary adjustments and back-and-forth communication during the process.

**C. Current Urban Area Boundary and Census-Defined Boundary Overlay Map**

BPED will begin the Urban Area Boundary review and adjustment process. Using Geographic Information Systems (GIS), BPED will overlay the 2020 Census-defined urban boundary on the existing

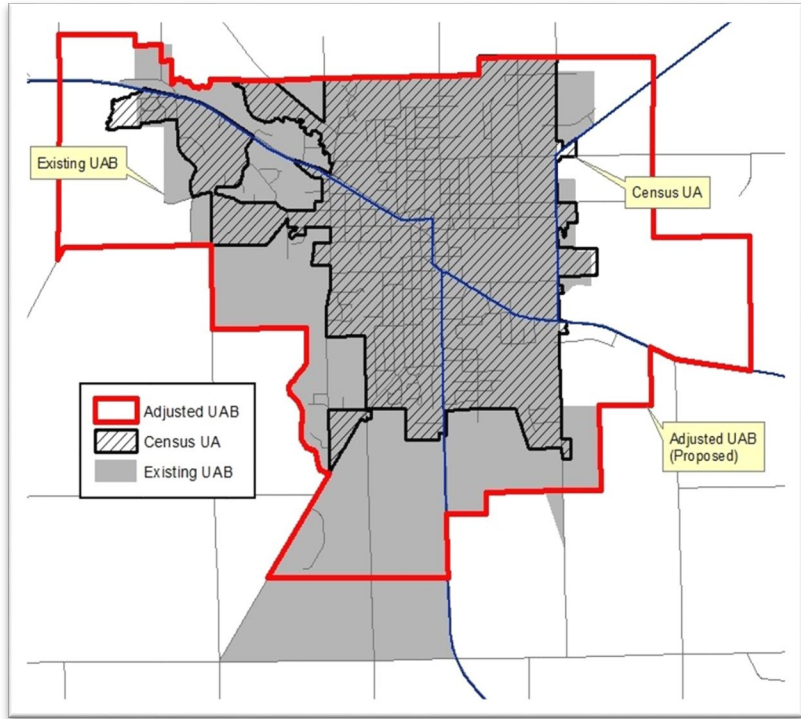


UA boundary, with the changes highlighted. BPED will then coordinate with the MPOs, other Urban Areas, and respective WisDOT Region staff to create the initial proposed boundary adjustments for each Urban Area.

**D. Proposed Urban Area Boundary Adjustments**

For the MPOs, BPED will send the initial overlay map to the MPO contact(s), who will then draft the initial adjusted UA boundary map and send it to Region staff, BPED staff, and FHWA staff for review.

For all other urban areas, in addition to the overlay map, BPED will also develop the initial proposed boundary adjustments and send that map to Region staff and FHWA before to reach concurrence on adjustments. BPED will then send the adjusted UA boundary map to local officials for review and approval. BPED and Region staff will concur on the final proposed adjusted boundary map. For additional information on this process, see WisDOT’s [Functional Classification and Boundary Approval Policy](#).



**MPOs:** The MPO Director or appropriate staff will coordinate review and approval by their Technical Advisory and/or Policy Board. BPED will coordinate with the MPO Liaison, Region Planner, and FHWA throughout the boundary adjustment development and approval processes.

**Other urban areas:** WisDOT Region staff will coordinate communication with the urban areas in their respective region. They will initiate contact with the Municipal Clerk or other elected official (e.g., city planner, public works director, mayor, etc.) to explain the process and timeline for completion. This local official will coordinate the boundary map review and approval by the local board, transportation committee, or designated Urban Area committee.

Region staff will coordinate with BPED as needed during the local review and approval process to address any questions or concerns that arise.

**Newly-Defined Urban Areas:** If there are any “new” census-defined urban areas—populated places that did not meet the criteria for urban definition in 2010—they will switch from being rural places to



urban places. Thus, their STBG/STP funding eligibility will change from rural to urban. As a result, the pool of potential funding recipients will change, and with it, the project prioritization factors used to consider and submit projects for STBG/STP funding.

For these newly defined Urban Areas, it is recommended that the Region staff meet with local official(s) (including BPED staff, if desired) to introduce them to the Urban Area concept and what it means for the community—primarily a change in federal funding source and consequent ramifications—as well as an overview of the process and timeline. WisDOT will use the same criteria and analysis for adjusting newly-designated urban area boundaries as are used for pre-existing urban areas. A pre-meeting may be beneficial for any other existing urban areas, too. Region staff will likely make this determination, but BPED also may come across a situation that might benefit from a pre-boundary adjustment meeting with the municipality.

**Bi-state MPOs:** WisDOT will propose adjustments for the Wisconsin portion of the MPO, through coordination with the DTSD Region Planner and MPO Director or delegated MPO staff person who, in turn, will coordinate closely with the neighboring state on the urban area boundary adjustments in that state. The bi-state MPOs in Wisconsin are:

- Duluth-Superior MPO (MN)
- La Crosse-La Crescent MPO (MN)
- Dubuque MPO (IA)
- Beloit-South Beloit MPO (IL)
- Round Lake Beach TMA (SEWRPC and CMAP (IL) MPOs)
- Metropolitan Council TMA (MN)

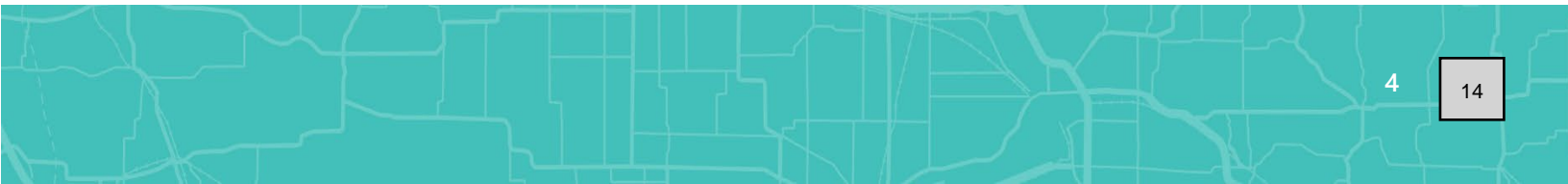
### E. Review and Approval by MPO/UA Officials

For the MPOs, the MPO policy board reviews the proposed boundary adjustments, can ask questions and suggest changes to WisDOT, and upon concurrence with WisDOT, votes to approve the proposed UA boundary.

For the other urban areas, the municipal clerk—or other local elected official—receives the proposed UA Boundary map and presents it to the appropriate governing body (municipal board/committee) for review and approval. See WisDOT’s [Functional Classification and Boundary Approval Policy](#).

If there are questions, or recommendations for changes to the proposed map, the local official should contact the Region Planner who then contacts BPED to discuss them and concur on any changes. BPED will send the revised map back to the Region Planner to send (or present to) the MPO/Local officials. This iterative process continues until all parties concur on the final proposed UA boundary map. The MPO/Local officials approve the proposed UA map and send documentation of approval to the Region Planner who forwards it to BPED.

BPED finalizes the proposed UA map and prepares documentation for internal approval.







### F. Governor/WisDOT Secretary Approval

Federal Law (23 USC 101) states that State and local officials are responsible for approval of urban area boundaries. In Wisconsin, the Governor delegates state approval authority for adjusted Urban Area Boundaries to the State Transportation Secretary. WisDOT will send the proposed UA Boundary map to the WisDOT Secretary for approval/signature. Record of the approval is included with the proposed map.

First in the approval process, the MPOs and other urban areas will pass a resolution approving the adjusted UA boundary and send it to WisDOT-BPED. In the event that passage of a formal resolution is not possible in timely manner, passage of a motion to approve the changes and documented in the meeting minutes, is acceptable. Next, BPED will forward the adjusted boundary map to the WisDOT Secretary for written approval. Finally, BPED will send the map, along with both approval documents, in a submittal packet to FHWA-Wisconsin.

The Census-defined Urban Area—not the adjusted Urban Area—is used to determine the population of the Urban Area. This is a factor for urban areas just under the 50,000 population threshold for MPO designation or the 200,000 threshold for TMA designation.

### G. FHWA Approval

Upon receipt of the adjusted UA Boundary map and approval documentation from BPED, FHWA will send a letter to WisDOT approving the adjusted boundary map.

### H. Final UA Boundary Maps

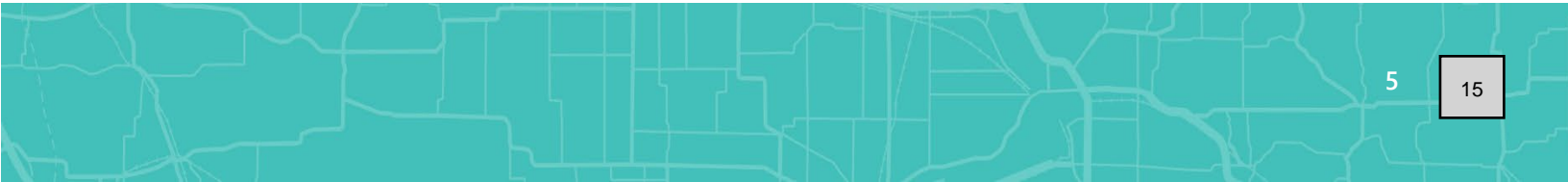
Once FHWA as approved the adjusted UA boundary, it becomes official, Urban Area Boundary. Upon receipt of the final approval from FHWA-Wisconsin, BPED will add the approval dates to the final UAB maps and posts them on its [website](#). The description of urban areas and UA boundaries on the website will be updated to align with the new urban definitions created from the 2020 Census.

An **outline** of key steps in the UA boundary adjustment process is included at the end of this document.

### I. Metropolitan Planning Area (MPA) Boundaries

Federal Regulations governing Metropolitan Planning Area Boundaries are found in 23 CFR 450.312. Whereas the UA boundary typically defines the area of potential growth of the community over 10 years, the MPA boundary typically extends beyond that to encompass the area of expected urbanization of the metropolitan planning area 20 years into the future.

Transportation projects that fall within the MPA boundary are included in the MPO's Transportation Improvement Program (TIP).  
  
The area between the approved Urban Area (UA) boundary and the Metropolitan Planning Area (MPA) boundary is considered **rural** for functional classification and funding purposes.  
  
The MPA boundary is used by the federal government as the delineation between jurisdictions of adjoining MPOs.

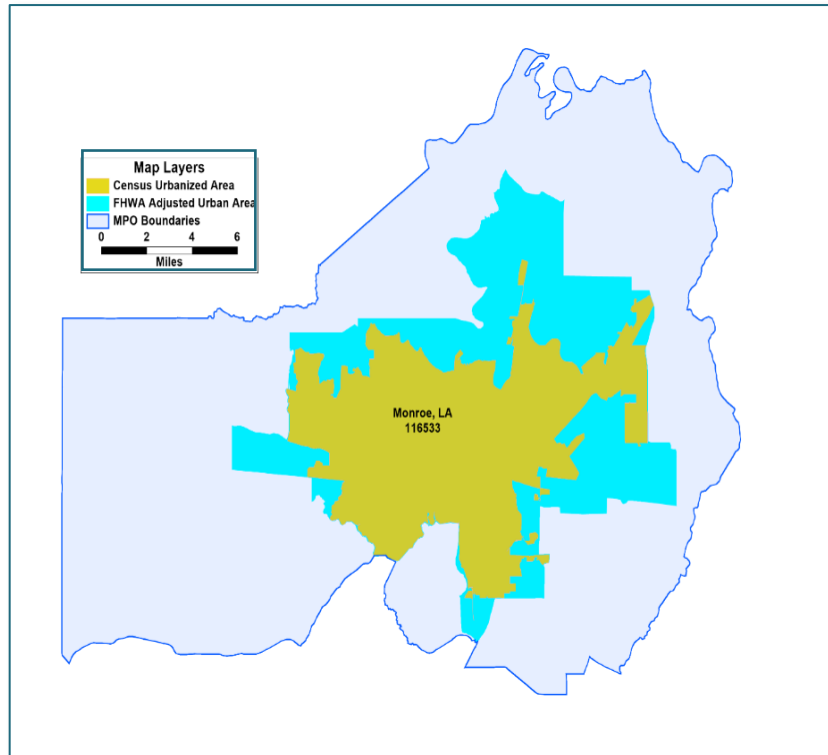


# GUIDANCE DOCUMENT

The MPA boundary must include the entire area encompassed by the adjusted UAB. The MPA boundary usually extends beyond the UAB but can coincide with it, depending on the land use, transportation network, and anticipated growth and development in the areas adjacent to or very near the UA (as shown in the example to the right).

MPOs typically update and finalize their MPA boundaries after the adjusted UA boundary has been approved, although review and consideration of the MPA boundary may occur simultaneously with the urban area boundary adjustment process described above.

The final MPA boundary decisions belong to the MPO; WisDOT has more of an advisory role with regard to the location of the MPA boundary. However, as with WisDOT approval of the Adjusted Urban Area



Boundary, the MPA boundary/map has to be signed off by Department Secretary (as the designee of the Governor) and submitted to FHWA. FHWA acknowledges receipt of the MPA boundary but does not have approval responsibility and therefore does not sign off on the MPA boundary/map.

**This guidance will be reviewed and may be revised after the US Census Bureau has released the urban area data, or after the urban boundary review and adjustment process has begun, to make sure it appropriately addresses any previously unanticipated situations. BPED will clarify the current information and provide additional guidance that may be helpful.**





## Part 2: Technical Considerations

This section comprises the various technical considerations and recommendations—the “rules”—for making adjustments to the Census-defined Urban Area Boundary (UAB).

- 1. The adjusted boundary must include all of the Census-defined boundary.** The adjusted UAB can be concurrent with, or outside of, the Census-defined boundary but *cannot be inside it*.
- 2. The adjusted boundary must include only one Census-defined Urban Area.** This is a one-to-one relationship. The adjusted UAB cannot include two or more Census-defined Urban Areas.
- 3. The adjusted boundary should encompass one contiguous area.** If the Census-defined boundary has resulted in a non-contiguous, disconnected portion of the urban area, the adjusted boundary can be expanded to include this area, creating a contiguous urban area.
- 4. Include within the adjusted boundary areas expected to be developed in the next 10 years.** Because the urban boundary adjustment process occurs only once every ten years, include areas that are likely to experience growth and development during the upcoming ten year window—areas which might be included in the next census boundary definition.
- 5. Eliminate inaccurate, unreasonable, or vaguely apparent boundaries.** Use physical features (e.g., roads, rivers, parcel/property lines, water bodies/shorelines) to define the urban area. The availability of maps and satellite imagery through Google, Bing, USGS (US Geological Survey), and NAIP (National Agriculture Imagery Program) has made it relatively easy to see physical features, roads, residential and commercial developments, and other land uses in considering prudent boundary adjustments.
- 6. Adjust portions of the Census-defined boundary that do not follow a recognizable feature.** When the Census-defined boundary results in an irregular dip or bump-out that does not follow a physical, land use, or roadway feature, and has no apparent relationship to the urban area, smooth out this portion of the boundary using a clearly-definable feature as previously discussed.
- 7. Include all of an incorporated city or village.** If the Census boundary includes part of an incorporated community, include all of the community to avoid the situation where a city or village has both urban and rural portions. Funding eligibility is a key consideration here; it is recommended to have all roads within an urban community be eligible for STP-Urban funding, rather having some roads eligible for STP-Urban funds and others eligible for STP-Rural funds. However, these decisions should take into account recent annexations and extraterritorial zoning areas, as well as potential rural versus urban funding implications. In some cases, a rural portion could stay separate from the adjusted urban area (remain outside the adjusted boundary), but only with compelling justification.



## GUIDANCE DOCUMENT

This rule also applies to unincorporated developed areas—commercial, industrial, residential, institutional, etc.—*near* an urban area. If the Census-defined boundary cuts through one of these developments, it is recommended to adjust the boundary to include the entire developed area.

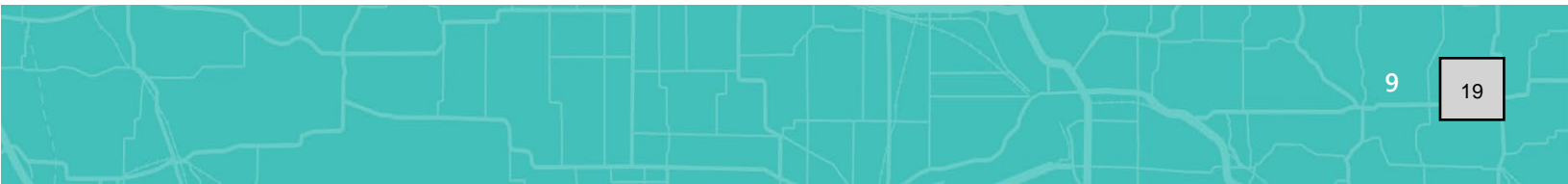
8. **Include typically urban land uses within the urban area boundary.** These are generators *other than* commercial, industrial, and residential uses. These include transit service routes such as bus lines and passenger terminals, as well as golf courses, airports, athletic fields, and ferry terminals, for example, even though these types of land uses can be located in rural locations, too.
9. **Ensure that the adjusted boundary includes or excludes all roads that run concurrent with the boundary.** Do not create or perpetuate a situation where some 'border roads' are within the urban area and others are outside the urban area, or where a single roadway has one or more segments inside and one or more segments outside the boundary. The UAB should be adjusted to include all border roads. Again, funding eligibility is a consideration. Note: Adjusting the boundary to *exclude* all 'border roads' is only possible in cases where the *Census-defined boundary does not include any portions of those border roads*. As mentioned at the beginning of this section, adjusting the urban area boundary *inside* of the Census-defined boundary is not permitted. Thus, in such cases, the only option is to adjust the UAB outward to include all border roads.
10. **Include an entire interchange either inside or outside the urban area boundary.** Often, interchanges exist on 'border roads' as described above. In such cases, make sure that the UAB is adjusted to include the entire interchange within the boundary, not just some of the ramps or auxiliary lanes. As is the case with roads, it might not be possible to adjust the boundary to *exclude* the entire interchange because the Census-defined urban boundary cannot be adjusted inward. Thus, if the Census-defined boundary cuts through the interchange, the only option is to adjust the boundary outward to include all interchange roads and ramps.
11. **Consider the functional classification of roads near the urban boundary.** Roadway Functional Classification and urban boundary placement are closely related. See WisDOT's [Functional Classification Criteria and Procedures](#) for detailed information. Functional classification review begins after the boundary adjustment process concludes; therefore, it is important to consider existing classified and unclassified roads, as well as planned roadways near the UAB when considering boundary adjustments, especially within the context of land use, spacing, and continuity. Functional classification issues should not be the primary factor in determining if and where to adjust an urban boundary, but rather, considered alongside the boundary adjustment criteria above.



### Part 3: Overview of Process Steps\*

1. US Census releases Urban Area (UA) Boundary data (shape files)
2. BPED creates initial UA maps showing:
  - Previous adjusted UA boundary
  - Current Census-defined UA boundary
  - Differences between the two boundaries highlighted
- 3a. BPED sends initial individual overlay map to each **MPO** (UA w/population = 50,000+)
  - Coordinate initial proposed boundary adjustments with MPO, Region, and FHWA via virtual meeting(s), as often as needed
  - Inform (cc: on communication) Planning Section MPO Liaisons
  - BPED reaches concurrence with MPO and respective Region and create final proposed adjusted UA boundary map
  - MPO (Transportation Advisory Committee and/or Policy Board) reviews proposed adjusted UA boundaries
  - MPO Policy Board approves adjusted UA boundary map
- 3b. BPED sends draft individual adjusted UA map to the other **UAs** (population = 5,000 to 49,999)
  - Coordinate with Region staff and FHWA on initial proposed boundary adjustments
  - Region sends initial communication to Municipal Clerk (or other official) for UAs in their region
  - For new UAs, Region schedules (virtual) meetings to explain the concept/process
  - Affected City/Village boards, designated Urban Area committee, or elected official(s) review proposed adjusted UA boundaries
  - BPED discusses comments/suggestions from municipality with Region (and respective local officials if warranted) and makes any revisions to draft UA map.
  - Affected City/Village boards or designated Urban Area committee reviews and approves proposed adjusted UA boundaries
4. Upon receipt of approval/concurrence from MPOs and other UAs, WisDOT sends maps to SO (as Governor’s designee) for approval
5. Upon receipt of approved maps from SO, BPED sends approval packet to FHWA for approval
6. Upon receipt of approval letter from FHWA, BPED creates final UAB maps and posts on WisDOT’s internet site
7. Deadline for approval of all adjusted UA Boundary maps is June 30, 2024

\* Steps 3a and 3b can occur simultaneously.

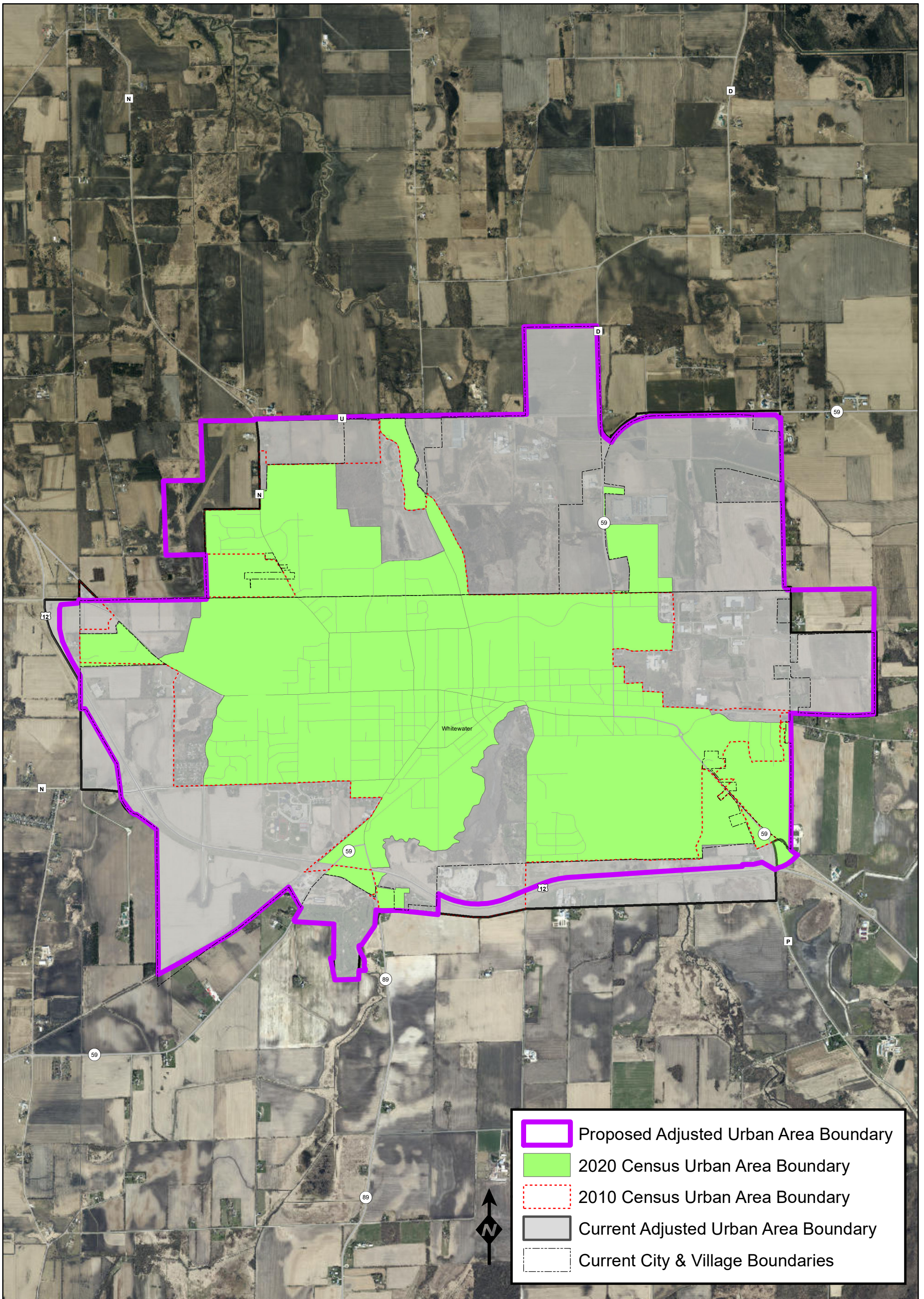






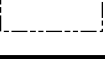


# Whitewater Urban Area

(Adjusted Urban Area Boundary)

**DRAFT**



-  Proposed Adjusted Urban Area Boundary
-  2020 Census Urban Area Boundary
-  2010 Census Urban Area Boundary
-  Current Adjusted Urban Area Boundary
-  Current City & Village Boundaries

0 0.25 0.5 1 1.5 2 Miles

Population (2020): 14,544  
Housing Units: 5,300  
Map Date: 04/03/2024





# Public Works Agenda Item

Meeting Date:	April 9, 2024
Agenda Item:	Strand Task Order 24-05
Staff Contact (name, email, phone):	Brad Marquardt, <a href="mailto:bmarguardt@whitewater-wi.gov">bmarguardt@whitewater-wi.gov</a> , 262-473-0139

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

The City has awarded five contracts (Ann-Fremont Street Reconstruction, Forest Street Reconstruction, Fremont Street Reconstruction and Paving, Walworth Avenue Storm Sewer, and Street Maintenance) all of which will require some level of construction administration services. These services include staking, construction inspection, pay requests reviews, and record drawings. Strand is proposing to have one representative onsite full time from May until the end of September, and part time from the middle of April to May and from the end of September to the end of October. A second representative is planned to be onsite full time for a period of 8 weeks when it is possible for multiple projects to be ongoing.

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

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

**FINANCIAL IMPACT**  
(If none, state N/A)

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

**STAFF RECOMMENDATION**

Staff’s recommendation is a motion to recommend approval of Strand Task Order 24-05 to the full Council.

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

1. Strand Task Order 24-05



Strand Associates, Inc.®  
910 West Wingra Drive  
Madison, WI 53715  
(P) 608 251 4843  
www.strand.com

Task Order No. 24-05  
City of Whitewater (OWNER)  
and Strand Associates, Inc.® (ENGINEER)  
Pursuant to Agreement for Technical Services dated December 30, 2020

**Project Information**

Project Name: 2024 Street and Utility Construction

Project Description: Reconstruction of street utility infrastructure on Fremont Street, Ann Street, Forest Avenue, and Walworth Avenue.

Services Description: Construction-related services. ENGINEER has completed design and bidding-related services for OWNER.

**Scope of Services**

ENGINEER will provide the following services to OWNER:

1. Provide contract administration services including conducting a preconstruction conferences, review of contractor's shop drawing submittals, review of contractor's periodic pay requests, observation and measurement of constructed quantities, attendance at up to six construction progress meetings, and participation in project closeout.
2. Provide one iteration of construction staking for sanitary sewer, water main, storm sewer, force main, street subgrade, curb and gutter, and finished base course. Up to 22 staking site visits are included. Any additional iterations of construction staking required as a result of contractor's negligence will be considered additional services.
3. Provide resident project representative for up to 1,500 hours of full-time construction observation.
4. Provide record drawings in electronic format from information compiled from contractor's records. ENGINEER is providing drafting Services only for record drawings based on the records presented to ENGINEER by contractor and OWNER. ENGINEER will not be liable for the accuracy of the record drawings information provided by contractor and OWNER.

**Compensation**

OWNER shall compensate ENGINEER for Services under this Task Orde on an hourly rate basis plus expenses an estimated fee of \$348,000.

**Schedule**

Services will begin upon execution of this Task Order, which is anticipated the week of April 15, 2024. Services are scheduled for completion on December 31, 2025.

**TASK ORDER AUTHORIZATION AND ACCEPTANCE:**

ENGINEER:  
STRAND ASSOCIATES, INC.®

OWNER:  
CITY OF WHITEWATER

NOT FOR SIGNATURE

\_\_\_\_\_  
Joseph M. Bunker Date  
Corporate Secretary

\_\_\_\_\_  
John Weidl Date  
City Manager

MAF sem\R\MAD\Documents\Agreements\W\Whitewater, City of (WI)\ATS.2020\TO\2024\1407.122.24-05.docx



# Public Works Agenda Item

Meeting Date:	April 9, 2024
Agenda Item:	Ayres Dam Proposal
Staff Contact (name, email, phone):	Brad Marquardt, <a href="mailto:bmarguardt@whitewater-wi.gov">bmarguardt@whitewater-wi.gov</a> , 262-473-0139

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

The City of Whitewater has been using Ayres Associates for dam inspection and design for necessary repairs. The last inspection in 2022 on the Old Stone Mill Dam (Cravath Lake) indicated needed repairs to the downstream masonry sidewalls. Repairs were to be completed by December 31, 2023. The City was granted an extension to complete this work until August 1, 2025. The City is also required to update the Emergency Action Plan (EAP) and the Inspection, Operation & Maintenance (IOM) Plan by June 30, 2024. The attached proposal from Ayres Associates includes preparing design plans and specifications, bidding the project and providing construction administration services. The Proposal also includes updating the EAP and IOM Plan.

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

N/A

**FINANCIAL IMPACT**  
(If none, state N/A)

The estimated not to exceed fee is \$45,000. \$130,000 has been included in the 2024 Capital Improvement Plan budget for design and construction.

**STAFF RECOMMENDATION**

Staff's recommendation is a motion to recommend approval of Ayres' Old Stone Mill Dam Proposal for Engineering Services to the full Council.

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

1. Old Stone Mill Dam Proposal for Engineering Services.

March 20, 2024

Mr. Kevin Boehm  
Parks and Recreation Director  
City of Whitewater  
312 W. Whitewater St.  
Whitewater, WI 53190

Re: Old Stone Mill Dam Proposal for Engineering Services for Downstream Wall Repairs

Dear Mr. Boehm:

Thank you for the opportunity to submit this proposal for professional services in support of downstream wall repairs for the Old Stone Mill Dam. This letter presents our proposed scope of services, time schedule, fee, and contract terms and conditions.

### **Project Description**

An inspection of the Old Stone Mill Dam was completed by Ayres in 2022 and identified deterioration of the stone masonry sidewall on the downstream left (west) side of the East Main Street Bridge. The inspection recommended that this wall be repaired by December 31, 2023, and the Wisconsin Department of Natural Resources (WDNR) concurred with this recommendation. Based on recent correspondence from the City, the WDNR granted an extension of the repair directive for the left stone masonry wall until August 1, 2025.

The 2022 inspection of the Old Stone Mill Dam also recommended monitoring ongoing concrete deterioration of the sidewall on the downstream right (east) side of the East Main Street Bridge. While this wall does not appear to be on the verge of failure, its poor condition does indicate that repair will likely be needed within the next few years, therefore the design of repair to this wall is recommended and included in this proposal.

Lastly, based on recent correspondence with the City, the WDNR also extended the directive deadline to update the Emergency Action Plan (EAP) and Inspection, Operation & Maintenance (IOM) Plan for the Old Stone Mill Dam until June 30, 2024. This proposal includes updating both the EAP and IOM.

### **Scope of Services**

#### Design Phase

1. Visit the site to survey, measure and identify areas in need of repair. This includes both the left and right downstream side walls.
2. Prepare Drawings and Specifications for repairs of both the left stone masonry and right concrete sidewalls.
3. Provide draft Drawings, Specifications, and an opinion of probable construction cost to the City for review. Based on review comments received, revise the draft Drawings and Specifications to produce a final set ready for permit application submittal.
4. Submit a Ch. 31 plan approval application to WDNR for the repairs.
5. Coordinate any review comments with WDNR and obtain Ch. 31 plan approval.



### Bidding Phase

1. Prepare a complete project manual for bidding. The repair of the left stone masonry sidewall will be presented as a required base bid item (as repair of this wall is a required directive by the WDNR), and the repair of the right concrete sidewall will be presented as an alternate bid item (as repair is not a directive at this time but may be worth undertaking if it can be accomplished within the City's budget).
2. Let the project for bids using our online QuestCDN plan room.
3. Answer contractor questions and issue addenda, if needed.
4. Host a virtual QuestCDN bid opening via conference line.
5. Assist the City with awarding a construction contract to the selected bidder.

### Construction Phase

1. Review Contractor submittals and shop drawings.
2. Make up to three site visits during construction, at times and intervals to be determined based on project schedule, to observe progress and to confirm work conforms with the contract documents. Site visits will be documented by photographs of ongoing work and daily field reports.
3. Review Contractor payment applications.
4. Prepare and issue change orders, if needed and appropriate.
5. Prepare a set of record drawings.
6. Prepare a letter of conformance stating the work was completed according to the approved Drawings and Specifications.
7. File the record drawings and letter of conformance with the WDNR.
8. Assist the City with construction contract closeout.

### EAP & IOM Updates

1. Review existing EAP and IOM for the Old Stone Mill Dam.
2. Update the existing EAP and IOM for the Old Stone Mill Dam. The current EAP and IOM on file are from 2015.
3. Submit updated EAP and IOM to the City for review and approval.
4. Upon approval from the City, submit final EAP and IOM to the Regional Water Management Engineer with the WDNR for review and approval.

### **Responsibilities of Owner and Others**

The Owner shall designate in writing a representative authorized to act in the Owner's behalf, and shall furnish required information, approvals, and decisions as expeditiously as necessary for the orderly progress of Ayres' services. The owner will also provide access to the site during visits.

Ayres shall be entitled to rely on the accuracy and completeness of necessary project information supplied by the Owner.

### **Additional Services**

The current scope of services includes repair of both the left and right downstream sidewalls and updating the EAP and IOM for the Old Stone Mill Dam. We did not budget for attendance at an onsite pre-bid meeting. Since the site is publicly accessible and the project is of a relatively small scale, we believe an onsite pre-bid meeting to be unnecessary. If the City is interested in holding a pre-bid meeting, we can provide this as an additional service to be negotiated at that time. Additional repairs, including potential directives as a result of the 2024 WDNR inspection, are also not included in this scope of services. The scope can be amended if additional directives are identified by the WDNR as part of the 2024 inspection. This includes a fee estimate update.

**Time Schedule**

A draft set of Drawings and Specifications will be completed and sent to the City for review within 90-days of the initial site visit. Upon review and approval from the City, Ayres will submit the Drawings and Specifications to the WDNR for a Ch. 31 plan approval within 10 calendar days.

Bidding-phase services will start upon receipt of the Ch. 31 plan approval from the WDNR and City's authorization to proceed.

Construction-phase services will start upon full execution of a Construction Contract Agreement for the project between the Owner and Contractor.

If the City elects to pursue updating the EAP and IOM, updated drafts of each plan will be completed within 30-days of notice to proceed.

**Fee**

We will perform the above services for an amount based on a standard hourly rate for each class of employee, plus reimbursable expenses and subconsultant charges. The estimated cost of services is \$40,010. We will not exceed an amount of \$45,000 without your prior approval. The Reimbursable Expenses Schedule and Standard Hourly Rates Schedule are attached as Appendices 1 and 2, respectively. The total estimate cost of services is based on the following assumed distribution of compensation:

- Design Phase: \$19,600
- Bidding Phase: \$5,500
- Construction Phase: \$11,600
- EAP & IOM Update: \$3,400

If the City elects to pursue only the repair of the left and right downstream sidewalks, and not update the EAP and IOM as part of this scope of services, the estimated cost is \$36,610.

**Contract Terms and Conditions**

Attached are "Contract Terms and Conditions" which will apply to the services and which are incorporated into this proposal by reference.

**Acceptance**

If this proposal and terms and conditions are acceptable to you, a signature on the enclosed copy of this letter will serve as our authorization to proceed.

This proposal is valid until June 15, 2024 unless extended by us in writing.



Proposed by Consultant:

Ayres Associates Inc.



Anthony Alvarado, P.E., CFM  
Vice President



Mike Rogney, P.E.  
Water Resources Engineer

Accepted by Owner:

City of Whitewater  
Owner's Name

Signature

John Weidl  
Name

City Manager  
Title

Date

Attachments: Contract Terms and Conditions,  
Reimbursable Expenses Schedule  
Standard Hourly Rates Schedule

**AYRES ASSOCIATES**  
**CONTRACT TERMS AND CONDITIONS**

- 1. Performance of Services:** Consultant shall perform the services outlined in its proposal to Owner in consideration of the stated fee and payment terms.
- 2. Billing and Payment:** Invoices for Consultant's services shall be submitted to Owner on a monthly basis. Invoices shall be due and payable within 30 days from date of invoice. If any invoice is not paid within 30 days, Consultant may, after giving 7 days' notice, without waiving any claim or right against Owner, and without liability whatsoever to Owner, suspend or terminate the performance of services. Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance, or the maximum rate of interest permitted by law, if less. Payment will be credited first to any interest owed to Consultant, then to principal. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to the Consultant's compensation. Owner shall pay all costs of collection, including reasonable attorney's fees and costs incurred by consultant, in collecting any amounts due from Owner. No deductions or offsets shall be made from Consultant's compensation or expenses on account of any setoffs or back charges. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Consultant in writing of the specific basis for doing so, may withhold only the portion so disputed, and must pay the undisputed portion.
- 3. Access to Site:** Owner shall furnish right-of-entry on the project site for Consultant and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. Consultant will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.
- 4. Location of Utilities:** Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information or instructions which have been furnished to Consultant by others.
- 5. Hazardous Materials:** In the event that unanticipated potentially hazardous materials are encountered during the course of the project, Owner agrees to negotiate a revision to the scope of services, time schedule, fee, and contract terms and conditions. If a mutually satisfactory agreement cannot be reached between both parties, the contract shall be terminated and Owner agrees to pay Consultant for all services rendered, including reasonable termination expenses. Owner acknowledges that Consultant is performing professional services for Owner and that Consultant is not and will not be required to become an "owner", "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the site in connection with Consultant's activities under this agreement.
- 6. Insurance:** Consultant shall maintain Workers' Compensation, General Liability, and Automobile Liability Insurance during its services for Owner. Consultant shall furnish a Certificate of Insurance to Owner upon written request. Owner agrees that Consultant shall not be liable or responsible to Owner for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.
- 7. Limitation of Professional Liability:** **Owner agrees to limit Consultant's professional liability for any and all claims for loss, damage or injury, including but not limited to, claims for negligence, professional errors or omissions, strict liability, and breach of contract or warranty, to an amount of \$50,000.00 or Consultant's fee, whichever is greater. In the event that Owner does not wish to limit Consultant's professional liability to this sum, Consultant agrees to raise the limitation of liability to a sum not to exceed \$1,000,000.00 for increased consideration of ten percent (10%) of the total fee or \$500.00, whichever is greater, upon receiving Owner's written request prior to the start of Consultant's services.**
- 8. Opinions of Probable Costs:** Consultant's opinions of probable project costs are made on the basis of Consultant's experience, qualifications and judgment; but Consultant cannot and does not guarantee that actual project costs will not vary from opinions of probable cost.
- 9. Construction Review:** Consultant does not accept responsibility for the design of a construction project unless the Consultant's contract includes review of the contractor's shop drawings, product data, and other documents, and includes site visits during construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents.
- 10. Construction Observation:** On request, Consultant shall provide personnel to observe construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents. This construction observation shall not make Consultant a guarantor of the contractor's work. The contractor shall continue to be responsible for the accuracy and adequacy of all construction performed. In accordance with generally accepted practice, the contractor will be solely responsible for the methods of construction, direction of personnel, control of machinery, and falsework, scaffolding, and other temporary construction aids. In addition, all matters related to safety in, on, or about the construction site shall be under the direction and control of the contractor and Consultant shall have no responsibility in that regard. Consultant shall not be

required to verify any part of the work performed unless measurements, readings, and observations of that part of the construction are made by Consultant's personnel.

**11. Standard of Performance:** The standard of care for all professional services performed or furnished by Consultant under this contract will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant does not make any warranty or guarantee, expressed or implied, nor is this contract subject to the provisions of any uniform commercial code. Similarly, Consultant will not accept those terms and conditions offered by Owner in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

**12. Ownership and Use of Documents:** All documents produced by Consultant under this contract are instruments of Consultant's professional service and Consultant owns the documents including all associated copyrights and the right of reuse at the discretion of the Consultant. Engineer grants Owner a limited license to use the documents on the project, project extension and for related uses of the Owner subject to receipt of full payment due, and such license to Owner shall not create any rights in third parties. Owner shall indemnify and hold harmless Consultant and its officers, directors, employees and Subconsultants from all claims, damages, losses, and expenses, including reasonable attorney fees, arising out of or resulting from any use, reuse, or modification of documents without written verification, completion or adaptation by Consultant.

**13. Electronic Files:** Owner and Consultant agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this contract is executed. Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by Consultant and electronic files, the hard-copy documents shall govern.

**14. Financial and Legal Services:** Consultant's services and expertise do not include the following services, which shall be provided by Owner if required: (1) Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services; (2) Legal services with regard to issues pertaining to the Project as Owner requires, Contractor(s) raises, or Consultant reasonably requests; and (3) Such auditing services as Owner requires to ascertain how or for what purpose any Contractor has used the money paid.

**15. Termination of Services:** This contract may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Owner shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses incurred prior to termination, and reasonable termination expenses incurred as the result of termination. Consultant shall have no liability to Owner on account of termination for cause by Consultant.

**16. Controlling Law:** This contract is to be governed by the law of the place of business of Consultant at the address in its proposal to Owner.

**17. Assignment of Rights:** Neither Owner nor Consultant shall assign, sublet or transfer any rights under or interest in this contract (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this contract. Nothing contained in this paragraph shall prevent Consultant from employing such independent subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

**18. Third Party Benefits:** This contract does not create any benefits for any third party.

**19. Dispute Resolution:** Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the following dispute resolution provision. If direct negotiations fail, Owner and Consultant agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this contract or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this contract prior to exercising other rights under law.

**20. Exclusion of Special, Indirect, Consequential, and Liquidated Damages:** Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

**21. Betterment:** If, due to Consultant's negligence, a required item or component of the project is omitted from the construction documents, Consultant's liability shall be limited to the reasonable cost of correction of the construction, less what Owner's cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

**22. Severability:** To the extent that any provision of this contract is finally adjudged invalid by a court of competent jurisdiction, that provisions shall be deleted or modified, as necessary, to make it enforceable, and the remaining provisions of this contract shall remain in full force and effect and be binding upon the parties hereto.

**23. California Privacy Rights Act Employer**

**24. Entire Agreement:** This agreement contains the parties entire understanding and supersedes all prior negotiations or agreements over the services described herein. This contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

**25. Notice of Lien Rights:** Ayres Associates Inc. hereby notifies owner that persons or companies furnishing labor or materials, including engineering, architectural, and surveying services, for the improvement of or construction on owner's land may have lien rights on owner's land and buildings if not paid. Owner should give a copy of this notice to their mortgage lender, if any. Ayres Associates Inc. agrees to cooperate with the owner and owner's lender, if any, for resolution of POTENTIAL LIEN claims made as part of this contract.

## Reimbursable Expense Schedule (Revised May 7, 2023)

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**Policy:** It's the policy of Ayres Associates that costs associated with equipment and supplies identified as having been used on a specific project be charged to that project and not to general overhead. All equipment rates are based on actual costs and are reviewed/updated annually.

### Company-Owned Equipment

#### ENVIRONMENTAL MONITORING, SAMPLING, TESTING:

FID/PID/OVA	\$175.00	Day
FLOW 3D Model Processing	\$0.60	Core hour
Flowmeter	\$220.00	Month
Groundwater Sampling	\$11.65	Sample
Nuclear Density	\$75.40	Day
Peristaltic Pump	\$63.00	Day
Soil Sampling	\$6.60	Sample
Temp/pH Conductivity Meter	\$8.35	Day
Water Level Meter	\$12.00	Day

#### CONSTRUCTION TESTING AND SAMPLING:

Concrete/Testing Equipment	\$95.00	Day
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#### PHOTOGRAMMETRIC AND SURVEYING:

Digital Photogrammetric Workstation	\$8.85	Hour
Drone	\$135.00	Day
GPS	\$72.40	Day
High Precision Digital Level	\$25.35	Day
Laser/Automatic Level	\$38.65	Day
Total Station (Robotic)	\$110.00	Day
TX8 HD LiDAR System	\$655.00	Day
360 Camera	29.90	Day

#### STRUCTURAL ABOVE/UNDER WATER INSPECTION:

Air Tank	\$13.75	Tank
NDT/Testing Equipment	\$380.00	Day
Resistograph	\$320.00	Day

SUBSURFACE UTILITY EQUIPMENT:

Hammer Drill & Accessories	\$40.00	Day
RD Electronic Locating Device	\$110.00	Day
RD Ground Penetrating Radar	\$150.00	Day
VAC Truck	\$1080.00	Day

TRAFFIC DATA COLLECTION:

Miovision Scout VCU	\$48.30	Day
Traffic Counter	\$62.20	Day

TRANSPORTATION:

All-Terrain Utility Vehicle (ATV/UTV)	\$235.00	Day
Boat/Motor/Trailer	\$465.00	Day
Company Trucks	\$1.15	Mile
Personal Auto	Current IRS Rate	

**Rented Equipment**

Employee-owned Dive Gear	\$15.00	Day
Employee-owned Wet Suit	\$10.00	Day
Rental Bucket Lift Truck	\$800.00	Day



**2024 FEE SCHEDULE**

Billing Category	(\$)
Principal	\$ 240.00
Senior Project Manager	\$ 210.00
Project Manager II	\$ 190.00
Project Manager I	\$ 160.00
Senior Professional IV	\$ 220.00
Senior Professional III	\$ 200.00
Senior Professional II	\$ 185.00
Senior Professional I	\$ 170.00
Professional IV	\$ 160.00
Professional III	\$ 150.00
Professional II	\$ 140.00
Professional I	\$ 125.00
Engineering Technician	\$ 90.00
Senior Designer	\$ 145.00
SUE/Survey Lead	\$ 140.00
SUE/Survey Technician	\$ 110.00
Field Technician	\$ 85.00
Project Administrator	\$ 120.00
Administrative Assistant	\$ 90.00

**DIRECT PROJECT CHARGES**

Actual costs incurred. Includes subcontractors, analytical services, printing/graphic services, freight and courier services and use of outside vendors for supplies and materials.

**ASSOCIATED PROJECT CHARGES**

Associated Project Costs (APC) based on labor fees.....4.85%  
 APC includes PPE, construction monitoring software, in-house supplies, telecommunications charges, postage (excluding freight costs and courier service), project specific materials and/or small equipment needed, and routine in-house reproduction. Printing and large volume reproduction costs will be invoiced as an outside service.

**OTHER COSTS**

Ayres Reimbursable Expense Schedule for company owned equipment, vehicles, and software is attached. In addition, reasonable employee's expenses, including meals and lodging incurred during authorized travel, are billed at actual cost or the current CONUS per diem rate. Automobile rental and airfare costs will be invoiced at actual cost.

An administration fee of ten (10) percent will be applied on all direct charges (including subcontractors, travel, direct costs, and service providers).