



Public Works Committee Meeting

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

Tuesday, June 10, 2025 - 5:15 PM

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

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/89700852359?pwd=B6DBgg3LHYsaH1pwW2f4W3FuZk7D4F.1>

Telephone: +1 (312) 626-6799 US (Chicago) (Houston)
Webinar ID: 897 0085 2359
Passcode: 473266

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.

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 Committee to be implemented. The agenda shall be approved at each meeting even if no changes are being made at that meeting.

APPROVAL OF MINUTES

1. Approval of minutes from May 13, 2025

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 Wastewater's Compliance Maintenance Annual Report (CMAR).
- [3.](#) Discussion and Possible Action regarding the award of Contract 2-2025, 2025 Street Maintenance Project.
- [4.](#) Discussion and Possible Action regarding the award of Contract 1-2025 Detention Basin Maintenance.
- [5.](#) Discussion and Possible Action regarding Walworth Avenue and Prince Street intersection safety ideas.
- [6.](#) Discussion and Possible Action regarding the Netwurx Water Tower Space/Lease Agreement.
- [7.](#) Discussion related to Memo on Closed Session minutes.

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 Agenda Item

Meeting Date:	June 10, 2025
Agenda Item:	Compliance Maintenance Annual Report
Staff Contact (name, email, phone):	Brad Marquardt, bmarguardt@whitewater-wi.gov , 262-473-0139

BACKGROUND

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

In compliance with the WI Department of Natural Resources (WDNR), the 2024 Compliance Maintenance Annual Report (CMAR) is included for your review. The CMAR is designed as an assessment tool to communicate the Wastewater Utilities operational success and possible shortcomings or deficiencies to City administration and elected officials. Ratings should help direct time, effort and dollars into the Utility.

For 2024, the Utility recorded an “A” in each rating section.

Please notice the “Phosphorus” section to see how well the treatment process has been running. However, despite low effluent Phosphorus numbers the facility is aware of the upcoming reduced effluent limits and is actively exploring various compliance options. The current infrastructure will be unable to meet the upcoming limit of 0.075 mg/l.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

N/A

FINANCIAL IMPACT

(If none, state N/A)

N/A

STAFF RECOMMENDATION

Staff recommends a motion to approve the Resolution acknowledging the 2024 Wastewater Utility Compliance Maintenance Annual Report and forward to Council.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. 2024 eCMAR
2. 2024 WDNR Resolution

Compliance Maintenance Annual Report

Whitewater Wastewater Treatment Facility

Last Updated: Reporting Period

5/15/2025

2024

Item 2.

Influent Flow and Loading

1. Monthly Average Flows and BOD Loadings

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

Influent No. 701	Influent Monthly Average Flow, MGD	x	Influent Monthly Average BOD Concentration mg/L	x	8.34	=	Influent Monthly Average BOD Loading, lbs/day
January	1.3572	x	236	x	8.34	=	2,669
February	1.6882	x	200	x	8.34	=	2,818
March	2.1035	x	173	x	8.34	=	3,038
April	2.8250	x	142	x	8.34	=	3,350
May	2.0400	x	156	x	8.34	=	2,653
June	1.8707	x	157	x	8.34	=	2,446
July	1.7955	x	209	x	8.34	=	3,125
August	1.4568	x	199	x	8.34	=	2,418
September	1.4309	x	271	x	8.34	=	3,229
October	1.3487	x	294	x	8.34	=	3,309
November	1.3192	x	282	x	8.34	=	3,100
December	1.1923	x	293	x	8.34	=	2,918

2. Maximum Monthly Design Flow and Design BOD Loading

2.1 Verify the design flow and loading for your facility.

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

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

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

0

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Whitewater Wastewater Treatment Facility

Last Updated: Reporting Per.

5/15/2025

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3. Flow Meter

3.1 Was the influent flow meter calibrated in the last year?

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

2024-08-22

☐ No

If No, please explain:

4. Sewer Use Ordinance

4.1 Did your community have a sewer use ordinance that limited or prohibited the discharge of excessive conventional pollutants ((C)BOD, SS, or pH) or toxic substances to the sewer from industries, commercial users, hauled waste, or residences?

☒ Yes

☐ No

If No, please explain:

4.2 Was it necessary to enforce the ordinance?

☐ Yes

☒ No

If Yes, please explain:

5. Septage Receiving

5.1 Did you have requests to receive septage at your facility?

Septic Tanks

Holding Tanks

Grease Traps

☒ Yes

☒ Yes

☒ Yes

☐ No

☐ No

☐ No

5.2 Did you receive septage at your facility? If yes, indicate volume in gallons.

Septic Tanks

☒ Yes

1,560,395 gallons

☐ No

Holding Tanks

☒ Yes

3,413,587 gallons

☐ No

Grease Traps

☐ Yes

0 gallons

☒ No

5.2.1 If yes to any of the above, please explain if plant performance is affected when receiving any of these wastes.

We did not experience any adverse impacts in 2024 due to outside waste customers.

6. Pretreatment

6.1 Did your facility experience operational problems, permit violations, biosolids quality concerns, or hazardous situations in the sewer system or treatment plant that were attributable to commercial or industrial discharges in the last year?

☐ Yes

☒ No

If yes, describe the situation and your community's response.

6.2 Did your facility accept hauled industrial wastes, landfill leachate, etc.?

Whitewater Wastewater Treatment Facil

Last Updated: 5/15/2025

<p><input checked="" type="radio"/> Yes</p> <p><input type="radio"/> No</p> <p>If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the facility from the discharge of hauled industrial wastes.</p> <p>330,000 gallons of leachate were accepted in 2024. Additionally, 3,400 gallons of pit water was accepted. The facility didn't experience any operational concerns as a result of these industrial wastes.</p>	
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Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Whitewater Wastewater Treatment Facil

Last Updated: Reporting Per.
5/15/2025 2024

Item 2.

Effluent Quality and Plant Performance (BOD/CBOD)

1. Effluent (C)BOD Results

1.1 Verify the following monthly average effluent values, exceedances, and points for BOD or CBOD

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit > 10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	20	18	1	1	0	0
February	20	18	0	1	0	0
March	20	18	1	1	0	0
April	20	18	4	1	0	0
May	10	10	1	1	0	0
June	10	10	0	1	0	0
July	10	10	1	1	0	0
August	10	10	1	1	0	0
September	10	10	0	1	0	0
October	10	10	0	1	0	0
November	20	18	0	1	0	0
December	20	18	0	1	0	0

* Equals limit if limit is <= 10

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

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

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

2. Flow Meter Calibration

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

● Yes

Enter last calibration date (MM/DD/YYYY)

2024-08-22

○ No

If No, please explain:

3. Treatment Problems

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

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<p>April of 2024 was wet and resulted in increased flows to the plant. As a result, the influent diluted in strength and caused Bio P processes to perform poorly. This resulted in a high effluent total phosphorus average for the month.</p> <p>The facility also had a period of poor ammonia removal at the end of September. During this period of poor ammonia removal all other monitored pollutants were at typical levels. At this time, we are still not completely certain as to what caused the disruption in the ammonia treatment, but we believe it was attributed to inadequate RAS rates. We were able to improve ammonia removal by putting additional aeration basins in service to increase aeration and thin out MLSS.</p>	
<p>4. Other Monitoring and Limits</p> <p>4.1 At any time in the past year was there an exceedance of a permit limit for any other pollutants such as chlorides, pH, residual chlorine, fecal coliform, or metals?</p> <p><input type="radio"/> Yes</p> <p><input checked="" type="radio"/> No</p> <p>If Yes, please explain:</p> <div></div> <p>4.2 At any time in the past year was there a failure of an effluent acute or chronic whole effluent toxicity (WET) test?</p> <p><input type="radio"/> Yes</p> <p><input checked="" type="radio"/> No</p> <p>If Yes, please explain:</p> <div></div> <p>4.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity?</p> <p><input type="radio"/> Yes</p> <p><input type="radio"/> No</p> <p><input checked="" type="radio"/> N/A</p> <p>Please explain unless not applicable:</p> <div></div>	

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

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Item 2.

Effluent Quality and Plant Performance (Total Suspended Solids)

1. Effluent Total Suspended Solids Results

1.1 Verify the following monthly average effluent values, exceedances, and points for TSS:

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit >10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	20	18	0	1	0	0
February	20	18	0	1	0	0
March	20	18	0	1	0	0
April	20	18	3	1	0	0
May	10	10	0	1	0	0
June	10	10	0	1	0	0
July	10	10	0	1	0	0
August	10	10	0	1	0	0
September	10	10	0	1	0	0
October	10	10	0	1	0	0
November	20	18	0	1	0	0
December	20	18	0	1	0	0
* Equals limit if limit is <= 10						
Months of Discharge/yr				12		
Points per each exceedance with 12 months of discharge:					7	3
Exceedances					0	0
Points					0	0
Total Number of Points						0

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is 12/6 = 2.0

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

0

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

Compliance Maintenance Annual Report

Whitewater Wastewater Treatment Facility

Last Updated: Reporting Period:

5/15/2025

2024

Item 2.

Effluent Quality and Plant Performance (Ammonia - NH3)

1. Effluent Ammonia Results

1.1 Verify the following monthly and weekly average effluent values, exceedances and points for ammonia

Outfall No. 001	Monthly Average NH3 Limit (mg/L)	Weekly Average NH3 Limit (mg/L)	Effluent Monthly Average NH3 (mg/L)	Monthly Permit Limit Exceed ance	Effluent Weekly Average for Week 1	Effluent Weekly Average for Week 2	Effluent Weekly Average for Week 3	Effluent Weekly Average for Week 4	Weekly Permit Limit Exceed ance
January	4.4	10.5	.04	0	.047	.02	.013	.08	0
February	4.4	10.6	.045	0	.076	.031	.043	.029	0
March	4.8	11.3	.032	0	.061	.067	0	0	0
April	4.3	9.8	.059	0	.237	0	0	0	0
May	4	9.2	0	0	0	0	0	0	0
June	3.2	6.3	0	0	0	0	0	0	0
July	3	6.3	0	0	0	0	0	0	0
August	3	6.3	0	0	0	0	0	0	0
September	3	6.3	2.044	0	.215	.311	1.078	5.44	0
October	4.1	9.6	0	0	0	0	0	0	0
November	4.5	10.7	0	0	0	0	0	0	0
December	4.4	10.6	0	0	0	0	0	0	0
Points per each exceedance of Monthly average:									10
Exceedances, Monthly:									0
Points:									0
Points per each exceedance of weekly average (when there is no monthly average):									2.5
Exceedances, Weekly:									0
Points:									0
Total Number of Points									0

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

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

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

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Whitewater Wastewater Treatment Facil

Last Updated: Reporting Per.

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2024

Item 2.

Effluent Quality and Plant Performance (Phosphorus)

1. Effluent Phosphorus Results

1.1 Verify the following monthly average effluent values, exceedances, and points for Phosphorus

Outfall No. 001	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
January	.4	0.163	1	0
February	.4	0.097	1	0
March	.4	0.130	1	0
April	.4	0.284	1	0
May	.4	0.151	1	0
June	.4	0.183	1	0
July	.4	0.114	1	0
August	.4	0.142	1	0
September	.4	0.097	1	0
October	.4	0.110	1	0
November	.4	0.092	1	0
December	.4	0.084	1	0
Months of Discharge/yr			12	
Points per each exceedance with 12 months of discharge:				10
Exceedances				0
Total Number of Points				0

0

NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

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

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

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Item 2.

Biosolids Quality and Management

1. Biosolids Use/Disposal

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

- ☒ Land applied under your permit
- ☐ Publicly Distributed Exceptional Quality Biosolids
- ☐ Hauled to another permitted facility
- ☐ Landfilled
- ☐ Incinerated
- ☐ Other

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

1.1.1 If you checked Other, please describe:

2. Land Application Site

2.1 Last Year's Approved and Active Land Application Sites

2.1.1 How many acres did you have?

3359.8 acres

2.1.2 How many acres did you use?

143 acres

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

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

o Yes (30 points)

● No

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

● Yes

o No (10 points)

o N/A

3. Biosolids Metals

Number of biosolids outfalls in your WPDES permit:

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

Outfall No. 002 - Liquid Sludge

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75	21													0	0
Cadmium		39	85	1.4													0	0
Copper		1500	4300	710													0	0
Lead		300	840	22													0	0
Mercury		17	57	<1.8													0	0
Molybdenum	60		75	16												0		0
Nickel	336		420	27												0		0
Selenium	80		100	20												0		0
Zinc		2800	7500	1200													0	0

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

Exceedence Points

● 0 (0 Points)

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

0

4. Pathogen Control (per outfall):

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

Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2024 - 12/31/2024
Density:	12,579
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Anaerobic Digestion
Process Description:	7 Discrete samples were taken from the sludge storage tank while the mixers were in operation. Each sample was analyzed for TS content as well as Fecal Coliforms.

0

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

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

☐ Yes (40 Points)

● No

If yes, what action was taken?

5. Vector Attraction Reduction (per outfall):

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

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Outfall Number:	002	0
Method Date:	12/31/2024	
Option Used To Satisfy Requirement:	Injection when land apply	
Requirement Met:	Yes	
Land Applied:	Yes	
Limit (if applicable):		
Results (if applicable):		
<p>5.2 Was the limit exceeded or the process criteria not met at the time of land application?</p> <p><input type="radio"/> Yes (40 Points)</p> <p><input checked="" type="radio"/> No</p> <p>If yes, what action was taken?</p> <div></div>		
<p>6. Biosolids Storage</p> <p>6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site?</p> <p><input checked="" type="radio"/> >= 180 days (0 Points)</p> <p><input type="radio"/> 150 - 179 days (10 Points)</p> <p><input type="radio"/> 120 - 149 days (20 Points)</p> <p><input type="radio"/> 90 - 119 days (30 Points)</p> <p><input type="radio"/> < 90 days (40 Points)</p> <p><input type="radio"/> N/A (0 Points)</p> <p>6.2 If you checked N/A above, explain why.</p> <div></div>		
<p>7. Issues</p> <p>7.1 Describe any outstanding biosolids issues with treatment, use or overall management:</p> <div>Application windows continue to become smaller. Additionally, there has been more concerns by land owners regarding PFAS potential for PFAS contamination in municipal biosolids. Additionally, as more farmers transfer to no-till practices there are less fields available to apply to via injection.</div>		

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

Staffing and Preventative Maintenance (All Treatment Plants)

<div>1. Plant Staffing</div> <div>1.1 Was your wastewater treatment plant adequately staffed last year?</div> <div><div><div><input type="radio"/> Yes</div><div><input checked="" type="radio"/> No</div></div><div>If No, please explain:</div><div>The Utility was down one staff member starting in September of 2024. We were able to hire a replacement in November of 2024. Despite these continued staffing challenges the facility maintained permit compliance.</div><div>Could use more help/staff for:</div><div>The Utility continues to work on training newer staff members. Specifically, the staff members who had no previous WWTP operation experience still have things to learn. However, they are progressing and continue to gain experience with increased time and exposure.</div></div> <div>1.2 Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping?</div> <div><div><div><input checked="" type="radio"/> Yes</div><div><input type="radio"/> No</div></div><div>If No, please explain:</div><div></div></div>	
<div>2. Preventative Maintenance</div> <div>2.1 Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items?</div> <div><div><div><input checked="" type="radio"/> Yes (Continue with question 2)</div><div><input type="checkbox"/></div></div><div><div><input type="radio"/> No (40 points)</div><div><input type="checkbox"/></div></div></div> <div>If No, please explain, then go to question 3:</div> <div></div> <div>2.2 Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment?</div> <div><div><div><input checked="" type="radio"/> Yes</div><div><input type="radio"/> No (10 points)</div></div></div> <div>2.3 Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly?</div> <div><div><div><input checked="" type="radio"/> Yes</div><div><div><div><input type="radio"/> Paper file system</div><div><input checked="" type="radio"/> Computer system</div><div><input type="radio"/> Both paper and computer system</div></div><div><input type="radio"/> No (10 points)</div></div></div></div>	0
<div>3. O&M Manual</div> <div>3.1 Does your plant have a detailed O&M and Manufacturer Equipment Manuals that can be used as a reference when needed?</div> <div><div><div><input type="radio"/> Yes</div><div><input checked="" type="radio"/> No</div></div></div>	
<div>4. Overall Maintenance /Repairs</div> <div>4.1 Rate the overall maintenance of your wastewater plant.</div> <div><div><div><input type="radio"/> Excellent</div><div><input checked="" type="radio"/> Very good</div><div><input type="radio"/> Good</div><div><input type="radio"/> Fair</div></div></div>	

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Whitewater Wastewater Treatment Facil

Last Updated: Reporting Per:
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o Poor

Describe your rating:

In 2024 the Utility worked towards allocating more tasks to the newer staff members as they gained the experience and understanding of the maintenance required for individual pieces of equipment. Through day to day examples we have strived to show them the importance of accurate record keeping and proactive maintenance. It is an ongoing effort to continually update work orders to make sure the information on a given work order is accurate and comprehensible. Additionally, we are working to organize and update our electronic copies of plant SOPs.

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

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Operator Certification and Education

1. Operator-In-Charge

1.1 Did you have a designated operator-in-charge during the report year?

- Yes (0 points)
- No (20 points)

Name:

BENJAMIN R MIELKE

Certification No:

36629

0

2. Certification Requirements

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

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

0

2.2 Was the operator-in-charge certified at the appropriate level and subclass(es) to operate this plant? (Note: Certification in subclass SS is required 5 years after permit reissuance.)

- Yes (0 points)
- No (20 points)

2.3 For wastewater treatment facilities with a registered or certified laboratory, is at least one operator that works in the laboratory certified at the basic level in the laboratory (L) subclass?

- Yes
- No
- N/A – Wastewater treatment facility does not have a registered or certified laboratory

2.4 For wastewater treatment facilities that own and operate a sanitary sewage collection system, has at least one operator been designated the OIC for sanitary sewage collection system and certified at the basic level in the sanitary sewage collection system (SS) subclass?

- Yes
- No
- N/A – Owner of the Wastewater treatment facility does not own and operate a sanitary sewage collection system

3. Succession Planning

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

- ☒ One or more additional certified operators on staff

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

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

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Item 2.

Financial Management

1. Provider of Financial Information

Name:

Jeremiah Thomas

Telephone:

262-473-1381

(XXX) XXX-XXXX

E-Mail Address
(optional):

jthomas@whitewater-wi.gov

2. Treatment Works Operating Revenues

2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?

● Yes (0 points) ☐

○ No (40 points)

If No, please explain:

2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?
Year:

2024

● 0-2 years ago (0 points) ☐

○ 3 or more years ago (20 points) ☐

○ N/A (private facility)

2.3 Did you have a special account (e.g., CWP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?

● Yes (0 points)

○ No (40 points)

0

REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]

3. Equipment Replacement Funds

3.1 When was the Equipment Replacement Fund last reviewed and/or revised?

Year:

2024

● 1-2 years ago (0 points) ☐

○ 3 or more years ago (20 points) ☐

○ N/A

If N/A, please explain:

3.2 Equipment Replacement Fund Activity

3.2.1 Ending Balance Reported on Last Year's CMAR

\$ 2,277,537.00

3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)

\$ 0.00

3.2.3 Adjusted January 1st Beginning Balance

\$ 2,277,537.00

3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)

+

\$ 94,361.00

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

- \$ 0.00

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

\$ 2,371,898.00

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

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

ERF not used in 2024.

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

0

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

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

● Yes

○ No

If No, please explain.

4. Future Planning

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

● Yes - If Yes, please provide major project information, if not already listed below. ☐ ☐

○ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Vanderlip Lift Station, commissioned in 1961, is being planned for replacement. Along with this, flow from an adjacent lift station service area (Fraternity) will be directed to this station. A new force main and numerous laterals replacements round out the road construction portion of this project. Some water main work will also be tackled as part of the larger scope.	\$4,700,000	2025

5. Financial Management General Comments

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

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

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations: 7

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	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	5,308	12
February	5,576	14
March	5,358	15
April	7,816	13
May	6,444	14
June	5,966	13
July	4,900	10
August	4,888	34
September	4,498	9
October	4,181	8
November	4,231	7
December	6,486	9
Total	65,652	158
Average	5,471	13

6.1.2 Comments:

Gas consumption is generally consistent in Lift stations due to standard test runs of generators. August of 2024 we had extended outages causing generators to run.

6.2 Energy Related Processes and Equipment

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

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

6.2.2 Comments:

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

● No

○ Yes

Year:

By Whom:

Describe and Comment:

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6.4 Future Energy Related Equipment

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

The lift station construction project that was to be completed in 2024 is on going. Once this project is completed, 2 existing lift stations will be replaced with one new lift station. This new lift station will utilize VFDs and have a flow meter.

7. Treatment Facility

7.1 Energy Usage

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

TREATMENT PLANT: Total Power Consumed/Month

	Electricity Consumed (kWh)	Total Influent Flow (MG)	Electricity Consumed/ Flow (kWh/MG)	Total Influent BOD (1000 lbs)	Electricity Consumed/ Total Influent BOD (kWh/1000lbs)	Natural Gas Consumed (therms)
January	126,751	42.07	3,013	82.74	1,532	8,235
February	123,222	48.96	2,517	81.72	1,508	8,823
March	128,297	65.21	1,967	94.18	1,362	6,651
April	143,519	84.75	1,693	100.50	1,428	6,588
May	125,966	63.24	1,992	82.24	1,532	3,587
June	125,558	56.12	2,237	73.38	1,711	1,948
July	112,469	55.66	2,021	96.88	1,161	1,249
August	114,142	45.16	2,528	74.96	1,523	1,085
September	115,192	42.93	2,683	96.87	1,189	1,040
October	113,107	41.81	2,705	102.58	1,103	1,178
November	102,314	39.58	2,585	93.00	1,100	2,467
December	132,528	36.96	3,586	90.46	1,465	6,106
Total	1,463,065	622.45		1,069.51		48,957
Average	121,922	51.87	2,461	89.13	1,385	4,080

7.1.2 Comments:

7.2 Energy Related Processes and Equipment

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

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

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☒ Variable Speed Drives

☐ Other:

7.2.2 Comments:

7.3 Future Energy Related Equipment

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

8. Biogas Generation

8.1 Do you generate/produce biogas at your facility?

☐ No

☒ Yes

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

☒ Flared Off

☒ Building Heat

☒ Process Heat

☐ Generate Electricity

☐ Other:

9. Energy Efficiency Study

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

☐ No

☒ Yes

☐ Entire facility

Year:

By Whom:

Describe and Comment:

☒ Part of the facility

Year:

By Whom:

Describe and Comment:

Anaerobic Digester Methane to Energy - A Statewide Assessment

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

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Sanitary Sewer Collection Systems

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

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

- ☒ Yes
- ☐ No

If No, explain:

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

- ☒ Yes
- ☐ No (30 points)
- ☐ N/A

If No or N/A, explain:

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

☒ Goals [NR 210.23 (4)(a)]

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

Continue televising roughly 1/10 of the City each year, reduce I/I through CIPP of known problem areas, cleaning 1/3 of Collection System, and learn to operate new Lift Station that is being constructed.

Did you accomplish them?

- ☐ Yes
- ☒ No

If No, explain:

The above noted goals are ongoing. Some of the goals will never truly be completed and take continued efforts. Specific to the construction of the new lift station, the project is behind schedule, so this will become a goal for 2025. We did perform televising and CIPP of problem sewers in 2024.

☒ Organization [NR 210.23 (4) (b)] ☐ ☐

Does this chapter of your CMOM include:

- ☒ Organizational structure and positions (eg. organizational chart and position descriptions)
- ☒ Internal and external lines of communication responsibilities
- ☒ Person(s) responsible for reporting overflow events to the department and the public

☒ Legal Authority [NR 210.23 (4) (c)]

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

Sewer Use Ordinance

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2020-04-04

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

- ☒ Private property inflow and infiltration
- ☒ New sewer and building sewer design, construction, installation, testing and inspection
- ☐ Rehabilitated sewer and lift station installation, testing and inspection
- ☐ Sewage flows satellite system and large private users are monitored and controlled, as necessary
- ☒ Fat, oil and grease control
- ☒ Enforcement procedures for sewer use non-compliance
- ☒ Operation and Maintenance [NR 210.23 (4) (d)]

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

- ☐ Equipment and replacement part inventories
- ☒ Up-to-date sewer system map
- ☒ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
- ☐ A description of routine operation and maintenance activities (see question 2 below)
- ☐ Capacity assessment program
- ☐ Basement back assessment and correction
- ☐ Regular O&M training

☒ Design and Performance Provisions [NR 210.23 (4) (e)] ☐ ☐

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

- ☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
- ☒ Construction, Inspection, and Testing
- ☐ Others:

0

☒ Overflow Emergency Response Plan [NR 210.23 (4) (f)] ☐ ☐

Does your emergency response capability include:

- ☒ Responsible personnel communication procedures
- ☒ Response order, timing and clean-up
- ☒ Public notification protocols
- ☐ Training
- ☐ Emergency operation protocols and implementation procedures

☐ Annual Self-Auditing of your CMOM Program [NR 210.23 (5)] ☐ ☐

☐ Special Studies Last Year (check only those that apply):

- ☐ Infiltration/Inflow (I/I) Analysis
- ☐ Sewer System Evaluation Survey (SSES)
- ☐ Sewer Evaluation and Capacity Management Plan (SECAP)
- ☐ Lift Station Evaluation Report
- ☐ Others:

2. Operation and Maintenance

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

Cleaning	<input type="text" value="24"/>	% of system/year
Root removal	<input type="text" value="3"/>	% of system/year
Flow monitoring	<input type="text" value="0"/>	% of system/year
Smoke testing	<input type="text" value="0"/>	% of system/year
Sewer line televising	<input type="text" value="7"/>	% of system/year
Manhole inspections	<input type="text" value="25"/>	% of system/year
Lift station O&M	<input type="text" value="60"/>	# per L.S./year
Manhole rehabilitation	<input type="text" value="0"/>	% of manholes rehabbed
Mainline rehabilitation	<input type="text" value="1"/>	% of sewer lines rehabbed

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Private sewer inspections	<input type="text" value="0"/>	% of system/year
Private sewer I/I removal	<input type="text" value="0"/>	% of private services
River or water crossings	<input type="text" value="0"/>	% of pipe crossings evaluated or maintained
Please include additional comments about your sanitary sewer collection system below: <div></div>		

3. Performance Indicators

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

<input type="text" value="39.4"/>	Total actual amount of precipitation last year in inches
<input type="text" value="34.48"/>	Annual average precipitation (for your location)
<input type="text" value="52"/>	Miles of sanitary sewer
<input type="text" value="7"/>	Number of lift stations
<input type="text" value="0"/>	Number of lift station failures
<input type="text" value="2"/>	Number of sewer pipe failures
<input type="text" value="2"/>	Number of basement backup occurrences
<input type="text" value="10"/>	Number of complaints
<input type="text" value="1.70"/>	Average daily flow in MGD (if available)
<input type="text" value="2.83"/>	Peak monthly flow in MGD (if available)
<input type="text"/>	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

<input type="text" value="0.00"/>	Lift station failures (failures/year)
<input type="text" value="0.04"/>	Sewer pipe failures (pipe failures/sewer mile/yr)
<input type="text" value="0.02"/>	Sanitary sewer overflows (number/sewer mile/yr)
<input type="text" value="0.04"/>	Basement backups (number/sewer mile)
<input type="text" value="0.19"/>	Complaints (number/sewer mile)
<input type="text" value="1.7"/>	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
<input type="text" value="0.0"/>	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **				
	Date	Location	Cause	Estimated Volume
0	5/28/2024 12:15:00 PM - 5/28/2024 3:45:00 PM	1216 West Carriage Drive, Whitewater WI 53190		1,000

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

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

The Utility continues to clean 1/3 of the collections system each year to minimize risk of sewer plugging. Additionally, identified problem areas are cleaned on a monthly basis. A more established "Root" list has also been developed and we have become more prescribed in our root cutting efforts.

The above overflow was caused by construction relating to the replacement of a Lift station. Once the project is completed we will have replaced two aging lift stations with one new lift station which should reduce risks of SSOs overall.

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5. Infiltration / Inflow (I/I)

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

- Yes
- No

If Yes, please describe:

April of 2024, the Utility experienced flows of about 5 MGD. This high flow event caused the influent to become diluted and biological phosphorus removal performed very poorly. As a result the facility relied heavily on chemical phosphorus removal. In instances where bio P has largely become ineffective, the Utility will now utilize other alum dosage locations to minimize the amount of alum pumped for "effluent polishing". This will alleviate some pressure on the filters and lessens the need for filter backwashing, which only exacerbates the issue of diluted influent strength.

During this event, the filter bypass gate also had to operate to prevent hydraulic overloading of the filters. The gate functioned as intended, but consequently we experienced higher than normal effluent TSS. It should be noted that this increase in effluent TSS was attributed more to algae on secondary clarifier weirs and in piping getting sloughed off with increase flow velocities, as opposed to MLSS loss due to lack of settling in secondary's.

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

- Yes
- No

If Yes, please describe:

Although none of the issues caused by I/I were significant enough to cause an SSO, the Utility experienced unusual number of pump start times and extended run times during high flow events.

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

April of 2024 was more severe in comparison to recent years in terms of I/I. Events such as these serve as reminders of the importance of managing I/I as well as stresses the importance of continued efforts to mitigate I/I. The Utility will continue to budget dollars for collections system maintenance as well as sound record keeping to ensure dollars are being spent as efficiently as possible.

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

The City continues to be vigilant of illegally connected sump pumps, perform manhole inspections, CIPP of damaged sewer piping, and grouting.

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

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Grading Summary

WPDES No: 0020001

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

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

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Resolution or Owner's Statement

Name of Governing Body or Owner:	
Date of Resolution or Action Taken:	
Resolution Number:	
Date of Submittal:	

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Influent Flow and Loadings: Grade = A	
Effluent Quality: BOD: Grade = A	
Effluent Quality: TSS: Grade = A	
Effluent Quality: Ammonia: Grade = A	
Effluent Quality: Phosphorus: Grade = A	
Biosolids Quality and Management: Grade = A	
Staffing: Grade = A	
Operator Certification: Grade = A	
Financial Management: Grade = A	
Collection Systems: Grade = A (Regardless of grade, response required for Collection Systems if SSOs were reported)	

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS
(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)
G.P.A. = 4.00

--



Public Works Agenda Item

Meeting Date:	June 10, 2025
Agenda Item:	Street Maintenance Project
Staff Contact (name, email, phone):	Brad Marquardt, bmarguardt@whitewater-wi.gov , 262-473-0139

BACKGROUND

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

Contract 2-2025, 2025 Street Maintenance Project, was advertised with bids opened on May 30, 2025. The project consists of crack filling and chip sealing streets. Streets include Burr Oak Trail, Ash Lane, Maple Lane, Locust Lane, Kylee Way, Tanner Way, Parkside Drive, Waters Edge Drive, Lake View Drive and Darcy Lane.

Two bids were received:

Fahrner Asphalt Sealers, LLC	\$90,820.00
Scott Construction	\$114,647.67

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

The Task Order for Strand to assemble the bid package was approved by the Public Works Committee and Common Council in April of this year.

FINANCIAL IMPACT

(If none, state N/A)

This project will be paid by utilizing money in Fund 280, Street Repair.

STAFF RECOMMENDATION

Staff recommends a motion to accept the low bid and award Contract 2-2025 to Fahrner Asphalt Sealers, LLC and forward to Council.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Bid Summary



May 30, 2025

Mr. Brad Marquardt, P.E., Public Works Director
City of Whitewater
312 West Whitewater Street
Whitewater, WI 53190

Re: 2025 Street Maintenance
Contract 2-2025
City of Whitewater, Wisconsin

Dear Brad,

Bids for the above-referenced Project were opened on May 30, 2025. Two Bids were received with the resulting Bid tabulation enclosed.

Fahrner Asphalt Sealers, LLC of Waunakee, Wisconsin, was the apparent low Bidder at \$90,820. The Bid included a Bid Bond for 10 percent and Addendum No. 1 was acknowledged. The Bid is deemed to be responsive.

Strand Associates, Inc.[®] has not had previous experience with Fahrner Asphalt Sealers, LLC as a general contractor.

If you determine that Fahrner Asphalt Sealers, LLC is a responsible Bidder after your evaluation of their qualifications, we recommend proceeding with award of the Contract in accordance with Article 18 of the Instructions to Bidders.

Please contact me with any questions.

Sincerely,

STRAND ASSOCIATES, INC.[®]

Mark A. Fisher, P.E.

Enclosure

2025 Street Maintenance								
Contract 2-2025								
City of Whitewater, Wisconsin								
Solicitor: Strand Associates, Inc.								
May 30, 2025 1 P.M. Central								
					Fahrner Asphalt Sealers, LLC		Scott Construction, Inc	
Section Title	Line Item	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension
2025 Street Maintenance								
	1	Burr Oak TrailPavement Crack Sealing	LS	1	\$250.00	\$250.00	\$250.00	\$250.00
	2	Lakeview DrivePavement Crack Sealing	LS	1	\$250.00	\$250.00	\$1,550.00	\$1,550.00
	3	Parkside DrivePavement Crack Sealing	LS	1	\$250.00	\$250.00	\$600.00	\$600.00
	4	Waters Edge DrivePavement Crack Sealing	LS	1	\$250.00	\$250.00	\$580.00	\$580.00
	5	Darcy LanePavement Crack Sealing	LS	1	\$250.00	\$250.00	\$620.00	\$620.00
	6	Kylee WayPavement Crack Sealing	LS	1	\$250.00	\$250.00	\$100.00	\$100.00
	7	Tanner WayPavement Crack Sealing	LS	1	\$250.00	\$250.00	\$100.00	\$100.00
	8	Ash LanePavement Crack Sealing	LS	1	\$250.00	\$250.00	\$125.00	\$125.00
	9	Locust LanePavement Crack Sealing	LS	1	\$250.00	\$250.00	\$125.00	\$125.00
	10	Maple LanePavement Crack Sealing	LS	1	\$250.00	\$250.00	\$125.00	\$125.00
	11	Burr Oak TrailPavement Chip Seal	LS	1	\$15,000.00	\$15,000.00	\$22,496.00	\$22,496.00
	12	Lakeview DrivePavement Chip Seal	LS	1	\$9,000.00	\$9,000.00	\$10,795.12	\$10,795.12
	13	Parkside Drivepavement Chip Seal	LS	1	\$12,000.00	\$12,000.00	\$13,025.97	\$13,025.97
	14	Waters Edge DrivePavement Chip Seal	LS	1	\$9,300.00	\$9,300.00	\$11,050.67	\$11,050.67
	15	Darcy LanePavement Chip Seal	LS	1	\$6,700.00	\$6,700.00	\$7,845.97	\$7,845.97
	16	Kylee WayPavement Chip Seal	LS	1	\$1,500.00	\$1,500.00	\$1,692.13	\$1,692.13
	17	Tanner WayPavement Chip Seal	LS	1	\$1,700.00	\$1,700.00	\$2,348.27	\$2,348.27
	18	Ash LanePavement Chip Seal	LS	1	\$7,000.00	\$7,000.00	\$8,094.61	\$8,094.61
	19	Locust LanePavement Chip Seal	LS	1	\$6,900.00	\$6,900.00	\$7,956.48	\$7,956.48
	20	Maple LanePavement Chip Seal	LS	1	\$7,500.00	\$7,500.00	\$8,550.45	\$8,550.45
	21	6-IN White Epoxy Crosswalk Line	LF	950	\$10.00	\$9,500.00	\$15.00	\$14,250.00
	22	18-IN White Epoxy Stop Bar	LF	36	\$20.00	\$720.00	\$22.00	\$792.00
	23	4-IN White Epoxy Parking Stall and Cross Hatching Lines	LF	300	\$5.00	\$1,500.00	\$5.25	\$1,575.00
Base Bid Total:					\$90,820.00		\$114,647.67	



Public Works Agenda Item

Meeting Date:	June 10, 2025
Agenda Item:	Detention Basin Maintenance Project
Staff Contact (name, email, phone):	Brad Marquardt, bmarguardt@whitewater-wi.gov , 262-473-0139

BACKGROUND

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

Contract 1-2025, Detention Basin Maintenance Project, was advertised with bids opening on June 10, 2025. The project consists of dredging and reshaping three detention ponds. The first one is located off Jakes Way in the Walton East Gate Park. The second is located off of Clay Street in the Clay Street Nature Park. The third is located at the south end of Stonefield Lane.

Staff will provide the bid results at the meeting.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

The Task Order for Strand to assemble the bid package was approved by the Public Works Committee and Common Council in November, 2024. The project was approved by Council as part of the 2024-2025 Budget and Capital Improvement Plan.

FINANCIAL IMPACT

(If none, state N/A)

\$300,000 was budgeted in the Capital Improvement Plan. An update on the low bid will be provided at the meeting.

STAFF RECOMMENDATION

Staff will provide a recommendation based on the bid results at the meeting.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. N/A



Public Works Agenda Item

Meeting Date:	June 10, 2025
Agenda Item:	Walworth-Prince Intersection
Staff Contact (name, email, phone):	Brad Marquardt, bmarguardt@whitewater-wi.gov , 262-473-0139

BACKGROUND

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

At the May 20, 2025 Council meeting, the placement of stop signs on Walworth Avenue at Prince Street was denied. Council asked for this item to be brought to the Public Works Committee for discussion on other possible alternatives. According to the Police accident report, 10 of the 15 accidents were due to vehicles pulling out from Prince Street from the stop sign. Attached are views from the southbound and northbound approaches. Alternatives could range from additional signage to a round-a-bout.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

At the May 20, 2025 Council meeting the ordinance to place stop signs on Walworth Avenue at Prince Street died for a lack of a second.

FINANCIAL IMPACT

(If none, state N/A)

The financial impact is unknown at this time.

STAFF RECOMMENDATION

There are “Cross Traffic Does Not Stop” signs located on the stop signs on each approach. However, once stopped, motorists do not see these signs. Staff would recommend to add additional “Cross Traffic Does Not Stop” signs across the street.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Walworth-Prince Police Report
2. Northbound Views
3. Southbound Views

DATE/TIME	LOCATION	CASE #	TYPE	CITATION(s) ISSUED?	Cause of Accident?	DOB OF CITED
5/15/13 15:10	W Walworth Ave / S Prince St	NX914VD	PDO	Yes	Fail to Yield Right of Way from Stop Sign	1993
2/17/15 15:50	S Prince St / W Walworth Ave	NX93CMC	PDO	Yes	Fail to Yield Right of Way from Stop Sign	1996
9/25/15 15:47	S Prince St / W Walworth Ave	NX92MDK	Injury	Yes	Inattentive Driving	1997
9/25/15 15:46	W Walworth Ave / S Prince St	NX91W6B	PDO	Yes	Fail to Yield Right of Way from Stop Sign	1998
10/5/15 13:58	S Prince St / W Walworth Ave	NX91W6F	Injury	Yes	Fail to Yield Right of Way from Stop Sign	1997
8/20/17 14:59	W Walworth Ave / S Prince St	G4L03LM7RG	Injury	Yes	Fail to Yield Right of Way from Stop Sign	1965
7/16/20 10:25	W Walworth Ave / S Prince St	G4L02CL41C/G4L00TWRQC	PDO	Yes	Fail to Yield Right of Way from Stop Sign	1969
11/23/20 10:19	S Prince St / W Walworth Ave	G4L02BC3DF	PDO	Yes	Fail to Yield Right of Way from Stop Sign	1984
2/4/22 19:15	W Walworth Ave / S Prince St	G4L00TWRDB	PDO	Yes	Fail to Yield Right of Way from Stop Sign	2002
3/14/23 16:53	S Prince St / W Walworth Ave	G4L010TWZ7	PDO	Yes	Fail to Yield Right of Way from Stop Sign	2003
5/20/23 9:00	W Walworth Ave / S Prince St	G4L013B04J	PDO	Yes	Fail to Stop at Stop Sign/Inattentive Driving	1986
11/27/23 13:24	W Walworth Ave/ S Prince St	G4L19B7D6W	PDO	Yes	Inattentive Driving	1983
12/14/24 11:49	W Walworth Ave/ S Prince St	G4L02942BC	PDO	Yes	Fail to Stop at Stop Sign	2001
2/14/25 17:59	W Walworth Ave/ S Prince St	G4L01CZ7VL	PDO	Yes	Driving Too Fast for Conditions	2003
4/11/25 7:48	W Walworth Ave/ S Prince St	G4L2L9CGFC	Injurt	Yes	Fail to Yield Right of Way from Stop Sign	1972

Northbound East View

Item 5.



Northbound North View



Northbound West View

Item 5.



Southbound East View



Southbound South View

Item 5.



Southbound West View





Public Works Agenda Item

Meeting Date:	June 10, 2025
Agenda Item:	Netwurx Agreement
Staff Contact (name, email, phone):	Brad Marquardt, bmarguardt@whitewater-wi.gov , 262-473-0139

BACKGROUND

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

Councilperson Hicks asked for the review of the Netwurx Water Tower Space/Lease Agreement to be on the agenda. When the Agreement was presented, Netwurx asked for a reduced lease payment due to the thought they would have to install the electric and pave the access road since Verizon had not signed their Agreement yet. Verizon eventually signed their Agreement and started work in May of this year with their installation. Netwurx has not started construction as of yet.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

The Public Works Committee and Council approved the Netwurx Agreement in June 2024.

FINANCIAL IMPACT

(If none, state N/A)

The rent started at \$7,000/year with a 4% escalator per year. The Agreement is for five years.

STAFF RECOMMENDATION

Staff has no recommendation at this time.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Water Tower Space-Lease Agreement
2. Netwurx letter to the Public Works Committee

WATER TOWER SPACE / LEASE AGREEMENT
(final 6/18/2024)

Item 6.

THIS AGREEMENT leasing space on a water tower ("this Lease") is between the City of Whitewater, (CITY) a municipal corporation, and NETWURX, LLC, (COMPANY).

In consideration of the terms and covenants of this Agreement, and for other good and valuable consideration, the parties agree as follows:

1. Leased Property. Subject to the terms and conditions of this Lease, the City of Whitewater (CITY) leases to Netwurx , LLC, (COMPANY) and COMPANY leases from CITY a certain portion of the space on the water tower located on real property owned by CITY, which property is located in Walworth County, Wisconsin, and legally described in Exhibit "B" (the "Property") which Property is subject to all existing easements, covenants, conditions, and restriction of record, if any. Legal description of the Property is included in Exhibit "B." CITY leases to COMPANY and COMPANY leases from CITY certain space on CITY's water tower (the "Tower") located on the Property, which location and orientation of space is more particularly described in Exhibit "A" attached hereto. The actual location of the leased premises on the Tower is depicted by drawings shown in Exhibit A attached hereto.
2. Term. The initial term of this Lease shall be five (5) years, commencing upon the date this document is executed by CITY and COMPANY ("Commencement Date"). If COMPANY fails to begin installation and use of the Tower within 60 days of execution, this lease will lapse unless rent payments as set out below are made. If COMPANY has failed to install its equipment upon the site described in this Lease within 12 months of execution, even though all rent payments have been made, CITY may choose to terminate this Lease with 60 days' notice. If termination is chosen, CITY will inform COMPANY in writing.
3. Rent.
 - a. This Agreement shall be for a term of five (5) years, subject to other provisions of this document, commencing on the date this lease is fully executed. Rent shall be paid in equal annual installments, on the same day of the year as the Commencement Date, each year, in advance, to the CITY, or to such other person, firm, or place as CITY may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date.
 - b. The rent for this Lease shall be \$7000.00 per year. Increasing by 4% each year.
 - c. If this Lease is terminated at a time other than on the last day of a lease term, rent shall be prorated as of the date the water tower and premises are restored to their condition on the commencement date of this Lease, normal wear and tear excepted and, in the event of termination for any reason other than nonpayment of Rent, all prepaid Rents prorated after said date shall be refunded to COMPANY. In the event of termination for any other reason than nonpayment of rent, the prorated rent to be returned to COMPANY are subject to deductions of costs incurred by CITY if COMPANY fails to remove equipment within ninety (90) days of notice of termination.
4. Use. COMPANY may use the leased premises for the installation, operation, and maintenance of facilities for the transmission and reception of radio communication signals in such frequencies as may be assigned to COMPANY by the Federal Communications Commission ("FCC") and for the operation of related equipment in accordance with the provisions of this Lease. COMPANY shall use the leased premises in compliance with all federal, state, local laws and regulations. If for any reason Company's use of the leased premises fails to comply with any federal, state or local law and COMPANY fails to bring its use within compliance within thirty days of written notice of such noncompliance, this Lease shall be terminated as provided herein, unless sooner authorized by such law. CITY agrees to reasonably cooperate with COMPANY in obtaining, at COMPANY'S expense, all licenses and permits required for COMPANY'S use of the leased premises.
5. Installation of Improvements. Access. Utilities.
 - a. COMPANY shall have the right, at its sole cost and expense, to install, operate and maintain the facilities on the leased portions of the Tower described in Exhibit "A" attached hereto, which facilities include radio transmitting and receiving antennas (the "Antenna Facilities"). COMPANY's installation of all such equipment, personal property, and facilities shall be done according to plans approved by CITY, and no equipment or property shall be subsequently relocated without CITY's approval which approvals shall not be unreasonably withheld or delayed. The Antenna

Facilities shall remain the exclusive property of COMPANY, subject to the provisions of Paragraph 7 of this Lease. Tenant shall pay Landlord for all reasonable costs and fees not to exceed \$7,500 incurred by the Landlord for attorneys, engineers, and consultants to review this Lease and any plan drawings, structural analysis reports, mount analysis reports, or other documents associated with Tenant's proposed use of the Premises, and for consultant observation of Tenant's installation, upgrade, repair or maintenance work.

- b. COMPANY may update or replace the Antenna facilities from time to time with the prior written approval of CITY, provided that the replacement facilities are not greater in number or size than the existing facilities and provided that their location on the leased portions of the tower is satisfactory to CITY. COMPANY shall submit to CITY a proposal for any such replacement facilities, and for any supplemental materials as may be reasonably requested for CITY's evaluation and approval, which approval shall not be unreasonably withheld or delayed. All costs for required structural studies will be paid by COMPANY within 30 days of receipt of a detailed invoice.
- c. COMPANY shall have the right, at its sole cost and expense, to install, operate and maintain on the leased portions of the Tower the improvements described in Exhibit "A" attached hereto. All such improvements shall be constructed in accordance with CITY's specifications and according to a plan approved by CITY. The Equipment shall remain the exclusive property of COMPANY, subject to the provisions of Paragraph 7 of this Lease. No equipment shall be stored on the Property.
- d. At all times during this Lease, CITY hereby grants to COMPANY a nonexclusive easement for ingress, egress, and access over the Property which gives COMPANY access to the base of the water tower at no additional charge to COMPANY.
- e. COMPANY, at all times during this Lease, shall have access to the Property in order to install, operate and maintain its transmission facilities. COMPANY shall have access to the Tower only with the approval of CITY and in the presence of an employee of CITY. COMPANY shall request access to the Tower twenty-four hours in advance and CITY's approval thereof shall not be unreasonably withheld or delayed.
- f. COMPANY shall separately meter charges for the consumption of electricity and any other utilities associated with its use of the Property and shall pay all costs associated therewith. All utilities will be buried.
- g. COMPANY shall provide CITY with "as built" drawings of the equipment installed on the water tower which show the actual location of all equipment. Such drawings shall be accompanied by a complete and detailed inventory of all equipment, personal property, and Antenna Facilities actually placed on the Tower.
- h. COMPANY shall have sole responsibility for the maintenance, repair, and security of its equipment, personal property, Antenna Facilities, and any other leasehold improvements, and shall keep the same in good repair and condition during the Lease term.
- i. COMPANY will adhere to all OSHA safety requirements.
- j. COMPANY shall place no advertising on the site or on any structure on the site.
- k. All antennae panels will be painted to match the water tower.
- l. Any additional costs for servicing or maintaining the tower that are due to the presence of the COMPANY's equipment, will be the responsibility of COMPANY.
- m. Equipment belonging to COMPANY will comply with the Noise Ordinance of the CITY.
- n. CITY will notify COMPANY at least forty-five (45) days in advance of the date when the water tower is scheduled to be painted, repaired, rebuilt or scheduled for general maintenance. The parties will cooperate to determine which of the following two options will be used to address the impact of the Antenna Facility on the cost of painting or repairing the water tower: 1) Shortly before the painting date, COMPANY will place a temporary antenna array on a crane parked near the site. COMPANY will then remove the antennas from the water tower and the painting will proceed as it normally does. Once the painting or repair is finished, COMPANY will then re-attach the antennas where they were and will have them painted to match the newly repaired/painted water tower. All costs incurred in removing the antenna, placement of a temporary antenna array, reattaching and painting the antennas shall be the sole responsibility of COMPANY. 2) The contractor will bid on the cost of painting/repairing the tower without the Antenna Facility. The contractor will then bid on the cost of painting/repairing the tower with COMPANY antennas left in place. The contractor will then proceed to paint/repair the tower with COMPANY'S antennas left in place. COMPANY will reimburse CITY for the difference between the two bids.

6. Reasonable Approval Both parties shall not unreasonably withhold or delay approvals required under this lease.

7. Interference.

- a. COMPANY's installation, operation, and use of its transmission facilities under this Lease shall not damage or interfere in any way with CITY's water tower operations or related repair and maintenance activities. CITY, at all times during this Lease, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter, or improve the leased premises and to temporarily interfere with COMPANY'S equipment as may be necessary in order to carry out any of such activities. CITY agrees to give reasonable advance notice of such activities to COMPANY and to reasonably cooperate with COMPANY to carry out such activities with a minimum amount of interference with COMPANY's transmission operations.
- b. COMPANY shall operate its telecommunication facility in a manner that will not cause radio frequency interference to any and all of the City's current and future communications equipment. COMPANY shall operate its telecommunications facility in a manner that will not cause radio frequency interference to the operations of other subtenants, lessees, and/or licensees' operations which predate installation of COMPANY'S telecommunications facilities under this lease.
- c. This lease is made with the knowledge of both parties that there no other tenants on the water tower at this time , *however both parties acknowledge that Verizon is also working with the City to become a tenant.*
- d. In the event that COMPANY'S transmission operations interfere with any type of electronic reception or transmission of any other parties in the surrounding area, COMPANY agrees to use its reasonable best efforts to remedy such interference in accordance with applicable regulations and standards of the FCC and any other governing body. COMPANY warrants that it shall maintain all of its Antenna Facilities in full compliance with all applicable regulations of the FCC and other governing bodies. COMPANY will be responsible for correcting any intermod problems with other users of the property, should they occur due to the equipment installed and operated by COMPANY. In the event the interference cannot be eliminated, CITY may immediately terminate this agreement, whereafter COMPANY shall immediately remove all of its personal property and fixtures which interfere with City's use of the premises and remove all remaining personal property and fixtures in accordance with-paragraph 8.

8. Termination.

- a. Section 8a was removed intentionally.
- b. Except as otherwise provided herein, this Lease may be terminated by one party upon thirty (30) days written notice to the other party as follows:
 - 1) By either party, upon a default of any covenant or term hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of default to the other party;
 - 2) By COMPANY, if it is unable to obtain or maintain any license, permit, or other governmental approval necessary for the construction and/or operation of the transmission facilities or COMPANY business;
 - 3) By CITY, if it determines in its sole discretion and for any reason, that the tower is structurally unsound for use as a water tower, including but not limited to consideration of age of the structure, damage or destruction of all or part of the water tower or the Property from any source, or factors relating to condition of the Property; or
 - 4) By CITY, if COMPANY'S use of the Property becomes illegal under any federal, state or local law, rule or regulation.
- c. Upon termination of this Lease for any reason, COMPANY shall remove all of its equipment, personal property, Antenna Facilities, and leasehold improvements from the water tower and the Property within ninety (90) days after the date of termination, and shall restore the water tower and the Property to the condition it was in on the Commencement Date of the term of this Lease ordinary wear and tear excepted, all at COMPANY's sole cost and expense. Any such property which is not removed by end of said ninety (90) day period shall become the property of CITY, and COMPANY shall be responsible for the cost of removal of the equipment.
- d. In the event this agreement is terminated by CITY any prepaid rents prorated from the date the water tower and property are reasonably restored to their condition on the commencement date of this Lease will be refunded to COMPANY. In the event of termination for any other reason than nonpayment of rent, the prorated rent to be returned to COMPANY are subject to deductions of

costs incurred by CITY if COMPANY fails to remove equipment within 60 days of notice termination. Item 6.

9. Insurance.

- a. COMPANY shall provide Comprehensive General Liability insurance coverage, including premises/operations coverage, independent contractor's liability, completed operations coverage, contractual liability coverage, and CITY will be held harmless for acts of outside vendors in a combined single limit of not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence, and One Million Dollars (\$1,000,000.00) aggregate, and name CITY as an additional insured on such policy or policies. COMPANY may satisfy this requirement by an endorsement to its underlying insurance or umbrella liability policy.
- b. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard "All Risk" insurance policy, and, in the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.
- c. COMPANY shall provide to CITY, prior to Commencement Date of the Lease Term, evidence of the required insurance in the form of a certificate of insurance issued by an insurance company licensed to do business in the State of Wisconsin, which includes all coverage required above and contains evidence of the waiver of subrogation contained above. Said certificate shall also provide that the coverage may not be concealed, nonrenewable, or materially changed without thirty (30) days prior written notice to CITY.

10. In the event that it is established that COMPANY'S operation of the wireless facility is determined to be medically related to a health problem, CITY must notify COMPANY of the related issues. In the event that COMPANY causes, permits or allows such activities determined to be medically related to a health problem to continue, CITY shall have the right to immediately terminate this Lease if COMPANY fails to discontinue or remedy the operation within 60 days of written notice of any such relationship.

11. Damage or Destruction of Property. If the Property, water tower, or Antenna Facilities are destroyed or damaged so as, in COMPANY'S judgment to render the site unusable as an Antenna Facility, COMPANY may elect to terminate this Lease upon thirty (30) days written notice to CITY. In the event COMPANY elects to terminate the Lease, COMPANY shall be entitled to reimbursement of any prepaid rent prorated prior to the date of termination.

12. Condemnation. In the event the whole of the Property is taken by eminent domain, this Lease shall terminate as of the date title to the Property vests in the condemning authority. In the event a portion of the Property is taken by eminent domain, either party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days written notice to the other party. In the event of any taking under the power of eminent domain, COMPANY shall not be entitled to any portion of the award paid for the taking and CITY shall receive the full amount of such award, COMPANY hereby expressly waiving any right or claim to any portion thereof. Although all damages, whether awarded as compensation for diminution in value of the leasehold or the fee of the Property, shall belong to CITY, COMPANY shall have the right to claim and recover from the condemning authority, but not from CITY, such compensation as may be separately awarded or recoverable by COMPANY on account of any and all damage to COMPANY's business by reason of the taking and for or on account of any cost or loss to which COMPANY might have in removing and relocating its equipment, personal property, and Antenna Facilities. CITY will refund any prepaid rents prorated as of the date the Property is taken by the Condemning Authority.

13. Indemnification. Except for the negligent acts or willful misconduct of CITY's agents or employees, COMPANY agrees to indemnify, defend, and hold harmless CITY and its elected officials, officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, which may be asserted against or incurred by CITY or for which CITY may be held liable, which arise from the negligence, willful misconduct, or other fault of COMPANY or its employees, agents, or subcontractors in the performance of this Lease or from the installation, operation, use, maintenance, repair, removal, or presence of COMPANY's transmission facilities on the water tower, including but not limited to electrical interference or health problems caused by COMPANY's transmission operations, and specifically including the representations and warranties of Paragraph 15(b) of this lease.

14. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested to the following addresses:

[DOCUMENT TITLE] PAGE 4 OF 6

If to City, to:

John Weidl
City Manager
312 West Whitewater Street
P. O. Box 178
Whitewater, WI 53190

If to COMPANY, to:

Netwurx Internet
P. O. Box 245
North Lake, WI 53064

15. Representations and Warranties.

- a. CITY warrants that (1) it has full right, power, and authority to execute this Lease; and (2) to the best of its knowledge, it has good and unencumbered title to the Property free and clear of any liens or mortgages, except as may be disclosed by review of title.
- b. CITY warrants that It has no knowledge of any substance, chemical, or waste (collectively, "Substance") on the site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation.
- c. COMPANY represents and warrants that its storage and use of any Substance on the Property will comply with applicable federal, state or local law or regulation and that it will store and use said Substance on the property only if necessary for its transmission operations. COMPANY agrees to indemnify and hold harmless CITY from and against any and all liability, loss, cost, damage, and expense, including reasonable attorneys' fees relating from or due to the release, threatened release, storage or discovery of any of the above named materials that are part of COMPANY equipment, personal property, Antenna Facilities, or any component parts or by-products thereof in violation of applicable law.
- d. COMPANY, at its own cost, has the right to obtain a title commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of COMPANY, such title commitment shows any defects of title or any liens or encumbrances which may adversely affect COMPANY use of the Property, COMPANY shall have the right to cancel this Lease immediately upon written notice to CITY.

16. Assignment. COMPANY may not assign or sublet this Lease without the prior written consent of CITY except to any entity which controls, is controlled by, or is under the common control with COMPANY, or to any entity resulting from any merger or consolidation with COMPANY, or to any partner of COMPANY, or to any partnership in which COMPANY is a general partner, or to any person or entity which acquires all of the assets of COMPANY as a going concern, or to any entity which obtains a security interest in a substantial portion of COMPANY's assets, provided that COMPANY continues to indemnify and hold CITY harmless in accordance with Paragraph 13 above.

17. Successors and Assigns. This Lease shall run with the Property described in Exhibit "B." This Lease shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, and assigns.

18. Miscellaneous.

- a. This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.
- b. This Lease shall be construed in accordance with the laws of the State of Wisconsin.
- c. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.
- d. This Lease is subject to all zoning approvals and building permits.
- e. This Lease shall not be construed based upon the party or its representative who drafted this Agreement or parts thereof.

END OF TERMS

THE UNDERSIGNED LESSOR HEREBY AGREES TO LEASE THE ABOVE-MENTIONED
PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN.
John Weid
CITY MANAGER

JUN 26 2024

Signature _____
"Landlord" {printname}
Jweid@whitewater-wi.gov

Signature _____
Netwurx - David Roller

Signature _____
"Landlord" {printname}



Dear Public Works Committee members:

Netwurx Internet would like to lease space on the water tank located on the water tower at 797 Indian Mound Parkway. Netwurx has been in business since 1997. Our focus has been to make broadband internet available to rural southeastern Wisconsin. At this time we have over 80 access locations and 12 of those are on water tanks. We are very excited with the possibility of adding the water tank at 797 Indian Mound parkway to our network. We are requesting a lower annual rent payment than you get for similar use on the water tank located on E Carvath St and I would like to explain.

We are the first tenants on the Indian Mound water tank and as such there are extra requirements to building out this site that future tenants will not have the same financial burden.

- the construction of a roughly 200' paved access road
- electrical service to be installed to the area of the property for cellular carriers.

Typically an antenna facility intended for multiple tenants already has an access drive and a h-frame where electrical meters are located and electrical service can be connected relatively close to the leased ground space. We will have considerable expenses associated with being the first to this location.

Our proposed rental payment is also based on the number of potential clients we will be able to service from this location. The potential client base available from the Carvath St tank is substantially higher than that of your tank on Indian Mound Parkway. We also ask that you consider that our proposed rental payment is much higher than the amount paid to the city for use of the Carvath St tank when that agreement was new, creating a steeper path to reaching a return on our investment.

Thank you for your time and consideration in this matter.

Sincerely,
David Roller
Netwurx Internet
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Public Works Agenda Item

Meeting Date:	June 10, 2025
Agenda Item:	Closed Session Minutes Memo
Staff Contact (name, email, phone):	Brad Marquardt, bmarguardt@whitewater-wi.gov , 262-473-0139

BACKGROUND

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

The attached memo was provided by the City Clerk and asked to be provided to all Committees and Boards at their next meeting.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

N/A

FINANCIAL IMPACT

(If none, state N/A)

N/A

STAFF RECOMMENDATION

N/A

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Closed Session Memo

To: All Committee Chairs and Board Members
From: Heather Boehm, City Clerk
Date: May 28, 2025
Subject: Procedures for Recording Minutes in Closed Session Meetings

This memo is to clarify the procedures regarding the recording of minutes during closed session meetings.

For **closed session meetings of governing bodies**, the **municipal clerk** should be present to record the minutes. The clerk's role is essential in ensuring accurate documentation and compliance with open meetings laws.

In the case of **committee closed sessions** where the municipal clerk is not present, the **committee or board chair** must appoint an individual to record the minutes of the closed session. This appointee should be someone who can maintain confidentiality and accurately reflect the proceedings.

All minutes from closed sessions must be maintained separately from open session minutes and handled with appropriate confidentiality in accordance with Wisconsin's Open Meetings Law.

If you have any questions regarding this procedure or require assistance in designating a recorder, please contact the City Manager, John Weidl or City Clerk, Heather Boehm.

Thank you for your attention to this matter.