



Public Works Committee Meeting

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

Tuesday, April 08, 2025 - 5:00 PM

AGENDA

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/85475115698?pwd=c5F7eiErbz4lPzFuUwbfpBavyN8HT8.1>

Telephone: +1 (312) 626-6799 US (Chicago) (Houston)
Webinar ID: 854 7511 5698
Passcode: 109728

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.

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 March 11, 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 Whitewater Solar’s Joint Development Agreement – City and Townships.
- [3.](#) Discussion and Possible Action regarding Strand Task Order No. 25-06, Main Street/Franklin Street Intersection Modifications.
- [4.](#) Discussion and Possible Action regarding Strand Task Order No. 25-05, 2025 Street Maintenance.
- [5.](#) Discussion and Possible Action regarding Strand Task Order No. 25-07, Lead Service Line Construction Services.
- [6.](#) Discussion and Possible Action regarding disposal of city-owned vehicles through auction.
- [7.](#) Discussion and Possible Action regarding liquidated damages for extra inspection costs related to the Forest Avenue Reconstruction Project.

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.



MINUTES

CALL TO ORDER

The Public Works Committee meeting was called to order by Board President Hicks at 5:01 p.m.

ROLL CALL

PRESENT: Board Member Majkrzak, Board Member Smith, Board Member Hicks

ABSENT: None

OTHERS: Marquardt

APPROVAL OF AGENDA

Board Member Majkrzak requested New Business Item 6. Discussion and Possible Action regarding reducing parking and adding a sitting area at Parking Lot C be moved to after Item 2. Discussion and Possible Action regarding the addition of a right turn only lane on southbound Prairie Street and Main Street.

Motion made by Board Member Majkrzak to approve the agenda with the above changes, Seconded Board Member Smith.

Voting Yea: all via voice (3)

Voting Nay: None

APPROVAL OF MINUTES

1. Approval of minutes from February 11, 2025

HEARING OF CITIZEN COMMENTS

None

NEW BUSINESS

- 2. Discussion and Possible Action regarding the addition of a right turn only lane on southbound Prairie Street at Main Street.**

Marquardt stated Councilperson Schanen requested this item to be reviewed by staff and the Public Works Committee. Staff reached out to Strand to get their comments.

Strand evaluated the southbound approach at the Main Street and Prairie Street intersection. It appears to be possible to mark a narrow southbound right-turn bay. The primary limitation would be to what size of vehicle should be accommodated for the westbound right-turn onto Prairie Street. We used pavement widths to sketch out the edge of pavement on an aerial for evaluation.

Attached were PDF's of two alternatives to show impacts to a standard SU (single unit) truck making the westbound right-turn. A SU is a reasonable representation of delivery vehicles similar to what UPS and FedEx use or small box trucks. The PDF labeled Version 1 is showing a 10-foot turn bay (when measured from the edge of pavement) and a 10-foot southbound through/left lane. There is approximately 14 feet of width (measured to the edge of pavement) for northbound traffic at the stop bar on Prairie Street. A SU truck was evaluated using AutoTurn on the westbound right turn. It showed that to stay entirely on the northbound side of the pavement, the truck will have to over track through

most or all of the gutter pan and be close to the traffic signal poles in the northeast corner of the intersection.

The PDF labeled Version 2 is showing an 8-foot turn bay (when measured from the edge of pavement) and a 10-foot southbound through/left lane. This would result in 10 feet of total width for the southbound right turn if the 2-foot gutter pan is used for that movement. There is approximately 16 feet of width (measured to the edge of pavement) for northbound traffic at the stop bar. An SU truck evaluated on the westbound right-turn showed that it will be able to stay on the pavement with no encroachment into the gutter pan and stay on the northbound side of the roadway.

The black lines on the PDF are pavement marking lines. We evaluated if the marked on-street parking south of the UW-W parking lot entrance would impact the storage length that would be available. We used a minimum urban turn bay taper to evaluate how close to the on-street parking it would be appropriate to mark the turn bay. It appears that you could mark an 80-foot-long turn bay and not have to impact the on-street parking area. If the parking stalls along the west side of Prairie Street are removed, the turn bay marking could be extended as far north as the parking lot entrance, if desired.

To accommodate a larger design vehicle and provide separate southbound turn lanes, the curb radii at the Main Street intersection would need to be reconstructed. This would include concrete pavement replacement, curb ramp replacement, traffic signal pole relocations, and tree removals.

According to Google Maps Street View, the dedicated turn lane idea was looked at in 2012. Pictures from 2007 and 2018 do not show the dedicated turn lane.

The fiscal impact to add a dedicated turn lane would be minimal and involve City employee labor time and the cost of paint.

Staff is open to the idea of creating a dedicated right turn lane, however, there are concerns.

1. An 80-foot turning lane can stack 4 to 5 vehicles. Does this create enough of a benefit.
2. Anything longer would require the removal of parking stalls that are leased to the University. The University would need to approve this change, which would almost involve a reduction in payment to the City.
3. In Version 1 there is a risk of a traffic signal being hit due to the back wheels tracking in the gutter section.
4. In Version 2, there is a risk of a traffic signal being hit due to vehicles having to use the gutter section in the right turn lane.

Motion made by Board Member Majkrzak to repaint the line as indicated in the picture from 2012, minus the arrows, but with a sign, Seconded by Board Member Smith. The width of the lanes will be left up to the Public Works Department.

Voting Yea: Board Member Smith, Board Member Hicks, Board Member Majkrzak

Voting Nay: None

Marquardt stated painting is usually not done until after school is out. Therefore, it may not be set-up until the fall. Hicks suggested getting this item back on the agenda for December. Marquardt said he will bring it back if he hears comments or complaints.

6. Discussion and Possible Action regarding reducing parking and adding a sitting area at Parking Lot.

Kristen Burton, presented on behalf of the Whitewater Arts Alliance, 402 W. Main St., N1450 St. John's Road, Fort Atkinson. Ms. Burton stated the Whitewater Arts Alliance requested a sitting area adjacent to the mural on the Studio 84 Building be converted to a patio/seating area. The design included three raised beds. The Alliance is looking for a way to honor Carol Yasko. Ms. Burton was looking to see if the committee was agreeable to the possible conversion. In addition, the Whitewater Arts Alliance would have a signed agreement with the City of Whitewater stating the Alliance would manage the maintenance of the park.

Marquardt stated, as a reminder, in November 2024, the Public Works Committee listened to a proposal to improve Parking Lot C (corner of Center Street and Whitewater Street) to bring more awareness to the mural on the side of the building at 119 W. Center Street. The Committee was open to the concept but wanted a revised layout for the area, which included keeping some parking and possible dimensions of the enhanced area. Attached is a revised layout keeping the four parking stalls on the east side of the lot. The four parking stalls on the west side would be replaced with a raised sitting wall and a 20' x 25' paver patio area.

A map was shown regarding the approximate dimensions of the existing parking lot. For typical parking lots, standard stall lengths should be 18', and with perpendicular parking the aisle width should be 24'.

The quote associated with the design is \$35,391. The quote does not include the concrete parking lot as shown on the rendering.

Staff is open to the concept, but recommended a Memorandum of Understanding be developed outlining who is responsible and for what, especially in the future. Staff recommended the ongoing maintenance of the sitting walls, paver patio area, and garden beds and plantings not be the responsibility of the City.

Board Member Majkrzak suggested it be taken to Council for the larger group to review the information. Marquardt will have this item placed on the Common Council's agenda for Thursday, April 3, 2025.

3. Discussion and Possible Action regarding Wastewater Utility Building 600 roof replacement.

Marquardt stated over the past several years the Wastewater Utility has been replacing old roofs on buildings that were not addressed during the major plant upgrade. Building 600 roof is due for replacement and has numerous roof penetrations for equipment that is no longer used. In addition to the installation of the new roof, all unnecessary roof penetrations will be roofed over to minimize needless roof penetrations. Wastewater staff will aid in removal and isolation of any equipment that is due to be removed to reduce costs. Two quotes were received by reputable roofing contractors who have previously performed work at the WWTP.

F.J.A. Christiansen Roofing Co. Inc. quoted roof the replacement at \$112,000.00

Pioneer Roofing quoted the roof replacement at \$99,997.00 (which includes a new roof hatch and additional 2" of insulation).

This roof replacement was budgeted for as a part of the 2025 annual budget in the amount of \$105,000.

As this is considered a maintenance project, public bidding is not required, but due to the dollar amount, council approval is needed. Staff recommends a motion to approve Pioneer Roofing for the roof replacement of Building 600 and forward to council.

Motion made by Board Member Majkrzak to approve the Wastewater Utility Building 600 roof replacement by Pioneer Roofing, Seconded by Board Member Smith.

Voting Yea: Board Member Smith, Board Member Hicks, Board Member Majkrzak
Voting Nay: None

4. Discussion and Possible Action regarding Amendment No. 1 to Strand Task Order 24-10.

Marquardt stated Task Order 24-10 pertained to surveying and producing a topographic survey of the Starin Park Underground Detention Pond. The Task Order was intended to be amended upon learning the City's ranking in the Clean Water Fund (CWF), which were anticipated to be released in January. The DNR has still not released the rankings, however the facilities update plan still must be submitted by March 31, in order to apply for the funding. The DNR is encouraging communities who are interested in applying to still submit the facilities plan by March 31.

To keep this project moving along with the intention of applying by September 30, 2025, Strand has submitted the Amendment. Amendment No. 1 includes submitting the facilities update plan, hydraulic modeling, preparing design plans and specifications, preparing bidding documents, assisting with Clean Water Funding financing requirements and other related project requirements.

Task Order 24-10 was approved by the Public Works Committee and Council in November 2024.

The original Task Order had an estimated cost of \$17,400. The Amendment increases the compensation to \$149,500. \$200,000 was included in the 2025 CIP budget. The estimated cost of the underground detention basin is around \$3.6 million.

Staff recommends a motion to approve Amendment No. 1 to Task Order 24-10 and forward to Council.

Motion made by Board Member Majkrzak to approve Amendment No. 1 to Strand Task Order 24-10, Seconded by Smith.

Voting Yea: Board Member Hicks, Board Member Majkrzak, Board Member Smith
Voting Nay: None

5. Discussion and Possible Action regarding the 2024 Municipal Separate Storm Sewer System (MS4) Annual Report.

Marquardt stated each year the City is required by the DNR to submit an Annual Report for the City's Municipal Separate Storm Sewer System (MS4) Permit by March 31. Information required for the permit consists of: Public Education and Outreach; Public Involvement and Participation; Illicit Discharge Detection and Elimination; Construction Site Pollutant Control; Post-Construction Storm Water Management; Pollution Prevention; Storm Sewer Map; and Fiscal Analysis.

Staff reviewed the MS4 Annual Report with the Committee. No action is required.

FUTURE AGENDA ITEMS

Hicks asked if Marquardt could get a price on a vacuum truck for leaves. Marquardt stated because of the bagging of leaves program, we do receive a good value in the phosphorus reduction for the Storm Water Permit.

ADJOURNMENT

Motion made by Board Member Majkrzak to adjourn the Public Works Meeting at 5:48 p.m., Seconded by Board Member Smith.

Voting Yea: all via voice (3)

Voting Nay: None

Respectfully submitted,

Alison Stoll

Alison Stoll, Administrative Assistant
Department of Public Works

*Minutes Approved on:



Public Works Agenda Item

Meeting Date:	April 8, 2025
Agenda Item:	Whitewater Solar
Staff Contact (name, email, phone):	Brad Marquardt, bmarguardt@whitewater-wi.gov , 262-473-0139

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

Whitewater Solar is in the process of seeking a Certificate of Public Convenience and Necessity from the Public Service Commission. While this is being reviewed, Whitewater Solar has asked the City to review a voluntary Joint Development Agreement which addresses several additional considerations around the project’s design, operation, maintenance, and road use that are not contemplated in the permitting process with the Public Service Commission.

Additionally, Whitewater Solar will be providing a Road Use Agreement for consideration in the near future.

Representatives from Whitewater Solar will be attending the meeting to discuss the Joint Development Agreement and answer questions.

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

N/A

FINANCIAL IMPACT
(If none, state N/A)

N/A

STAFF RECOMMENDATION

If there are no outstanding issues from the Committee, staff recommends a motion to approve the Joint Development Agreement and forward to Council.

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

1. Whitewater Solar Joint Development Agreement – City and Townships

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Joint Development Agreement

Whitewater Solar, LLC

City of Whitewater, Towns of Whitewater, La Grange, Cold Spring, Wisconsin

This Joint Development Agreement (“Agreement”) is entered by and among Whitewater Solar LLC (“Whitewater Solar”), and the City of Whitewater, Town of Whitewater, Town of La Grange, and Town of Cold Spring (each a “Local Government” and together the “Local Governments”). Whitewater Solar and the Local Governments are referred to as the “Parties” herein.

RECITALS

Whitewater Solar desires to develop, construct and operate an approximately 180 megawatt (MW) solar photovoltaic electrical generating facility with necessary associated facilities, such as underground power collection lines, access roads, operating and maintenance facility, electrical substation and overhead transmission line connections in Jefferson County, which includes Cold Spring Township, and Walworth County, which includes the City of Whitewater, and the Townships of Whitewater and La Grange (“the Project”).

1. The Parties agree that it is in the best interests of each to memorialize the rights, obligations and responsibilities of the Parties with respect to construction and operation of the Project.
2. The Parties further agree that the below Agreement is the product of joint negotiations and its primary purpose is to foster cooperation and good-faith dealing.
3. The Parties agree that construction of the Project and its associated facilities, including (i) solar energy collection and electrical generating equipment; (ii) overhead and underground electrical distribution, collection, transmission and communications lines or cables, electric combiners, inverters, transformers and substations, energy storage facilities, and telecommunications equipment, switchyards, and other interconnection facilities; (iii) internal roads and crane pads; (iv) meteorological measurement equipment; and (v) control buildings, operations and maintenance facilities and buildings are under the jurisdiction of the Public Service Commission of Wisconsin (“PSCW”). This Agreement is conditioned on Whitewater Solar’s initial and maintained compliance with all applicable state, federal, and local laws and permit or approval requirements, including any requirements associated with the Certificate of Public Convenience and Necessity (“CPCN”) issued by the PSCW and any requirements in permits issued by the Department of Natural Resources (“DNR”).
4. All time periods listed below in the Agreement are based on calendar days unless otherwise noted.
5. The term “facility” or “facilities” as used in this Agreement includes, but is not

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limited to, the solar photovoltaic electrical generating facility which is the subject of this Agreement, including all necessary associated facilities described above, and all components related to the Project, except for fences, landscaping, and access roads as applicable.

6. Walworth County and Jefferson County are individually referred to herein as a “County” and collectively together, the “Counties.”
7. Any amendment to this Agreement must be negotiated among the Parties and agreed to by mutual consent of all Parties, which shall be in writing and signed by all Parties.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, the Parties to this Agreement hereby stipulate and agree as follows:

1. **Planning and Construction Phase.** The Parties understand and agree that approval of the Project is solely under the jurisdiction of the PSCW and that the Project’s preliminary site plans are subject to approval from the PSCW for substantive site design changes. The Parties further agree that the Local Governments may not require changes to the Project, absent PSCW’s request for such changes, unless there is a change in law which authorizes the Local Governments to enforce laws and ordinances which they are prevented from enforcing by state law at the time this Agreement is executed.
 - a. **Planning Phase.** Upon request from a Local Government, Whitewater Solar shall, within five (5) business days of any request, provide copies of proposed plans for above ground facilities and below ground facilities of the Project and proposed equipment haul routes, provided such plans have been prepared for the PSCW. Whitewater Solar shall also provide, upon request, any updated exhibits, after issuance of a CPCN by the PSCW. The Local Government may also access electronic copies of Whitewater Solar’s CPCN application, including exhibits and later-filed modifications to such exhibits, on the PSCW’s electronic records filing system in Docket No. 9828-CE-100.
 - b. **Pre-Construction Schedule.** Whitewater Solar will provide the Local Governments relevant site plans, including the erosion control plan, construction timelines, and other relevant construction information, at least seventy-five (75) days prior to the start of construction on the Project, to allow the Local Governments an opportunity to review the construction information. To the extent necessary, Whitewater Solar reserves the right to provide amended site plans, construction timelines, and other relevant construction information prior to the start of construction on the Project which shall be provided to the Local Governments within ten (10) days of completion of such amended site plans, construction timelines, or other relevant construction information. For the avoidance of doubt, the Local Governments’ rights under this Section 1(b) shall be limited to the review of construction information only.
 1. Members of the Project’s construction team will attend a pre-

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construction meeting with staff from the Counties at a mutually agreeable date not less than forty-five (45) days prior to the start of construction.

- c. Post Construction Schedule. At least sixty (60) days following completion of construction, Whitewater Solar shall meet with the Counties to discuss post-construction items including, but not limited to, necessary post-construction vegetation management, stormwater management, and erosion control planning.
- d. Whitewater Solar shall provide the Local Governments' staff with copies of the Glare, Sound, Electromagnetic Frequency, and Storm Water studies submitted to the PSCW during the CPCN review process, as well as any other studies which have been completed related to the development of the Project and that have been filed in PSC Docket No. 9828-CE-100. Whitewater Solar may satisfy this requirement by posting such studies to a publicly accessible website dedicated to the Project. The Parties may also access electronic copies of Whitewater Solar's CPCN application, including exhibits and later-filed modifications to such exhibits, via the PSCW's electronic records filing system in Docket No. 9828-CE-100.
- e. The Parties agree that Whitewater Solar and its successors, assigns, contractors, agents, and representatives may use public roads as part of the construction, operation, maintenance and repair of the Project.
- f. Whitewater Solar agrees that it shall seek and obtain all permits from the relevant jurisdiction typically required of others, such as driveway permits and rights-of-way crossing permits. Each Local Government agrees that it will not unreasonably withhold, condition, or delay approval of any permit that may be required for the construction of the project, including, but not limited to, utility right of way crossings, access road encroachments, building permits, and/or electrical permits.
- g. Compliance and Complaint Process.
 1. Whitewater Solar shall identify a Project contact to the Local Governments on its behalf, for compliance and complaints, if any.
 2. During construction, the construction site manager of the engineering, procurement, and construction ("EPC") firm selected by Whitewater Solar will be designated as the Project contact, under Section (1)(g)(1). above. The selected EPC firm shall be contractually obligated to Whitewater Solar to abide by the applicable permit requirements.
 3. After construction completion, Whitewater Solar's full-time operations team will be its Project contact under Section (1)(g)(1). Complaints shall be submitted through the Project website and the Local Governments will be provided with the operations team's contact information.

2. Project's Use of Haul Routes and Road Repair Obligations.

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- a. Whitewater Solar will use commercially reasonable efforts to enter into a Road Use Agreement (“RUA”) with each Local Government prior to the full mobilization for the construction of the Project to cover any construction-related damage on local roads within the Project area that are designated as “Haul Routes” in Exhibit 2. Such RUAs will be substantially similar in form to the Road Use Agreement in Exhibit 3.
- b. Prior to the full mobilization for the construction on the Project, Whitewater Solar, at its expense, shall have signs put in place to identify Haul Routes.
3. **Project’s Drainage Repair Obligations.** If drainage infrastructure or systems located outside the Project boundary, including culverts, are damaged by Whitewater Solar or any party under the control of Whitewater Solar (including, for the avoidance of doubt, any contractor of Whitewater Solar), Whitewater Solar shall cause the restoration of such drainage infrastructure or system to pre-existing condition. “Pre-existing condition” shall mean the flow capacity existing immediately prior to the Project commencing construction. Whitewater Solar is responsible for all expenses related to repairs, relocations, reconfigurations, and replacements of drainage infrastructure and systems that are damaged by Whitewater Solar or any party under the control of Whitewater Solar.
4. **Allocation of Utility Aid Shared Revenues Proceeds Between Local Governments.**
- a. Whitewater Solar is subject to taxation under Chapter 76 of Wisconsin Statutes, which requires payment of a generator license fee.¹ The Utility Aid Shared Revenue program is the program by which the Wisconsin Department of Revenue (“DOR”) distributes some of the revenues collected under the generator licensee fee to counties and municipalities.
- b. Based on the Utility Aid Shared Revenue program, the Parties estimate the Project may generate an estimated \$900,000 in annual revenues for distribution to the Counties and Local Governments, in the aggregate, according to the Utility Aid Shared Revenue formula which compares favorably to the current property tax revenues generated from the land that will be used for the Project.
- c. Despite the increase in Local Government revenues as set forth above, the Parties acknowledge there may be an annual reduction in property tax revenue because the land located in the Primary Project Area, as depicted in the CPCN Application (“Primary Project Area”) will be removed from local property tax rolls because Whitewater Solar is subject to taxation under Chapter 76 of Wisconsin Statutes.
- d. The Utility Aid Shared Revenue program does not distribute revenue to school

¹ The Project will be subject to the generator license fee under Wisconsin Statutes §§ 76.28 and 76.29.

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districts or technical colleges. Since the land used by the Project will be removed from local property taxes because Whitewater Solar is subject to taxation under Chapter 76 of Wisconsin Statutes, Whitewater Unified School District (“WUSD”), Madison Area Technical College (“MATC”), and Gateway Technical College (“Gateway”) will see decreases in the amount of property tax revenue they receive. Accordingly, Whitewater Solar hereby agrees to pay certain amounts intended to reflect the portions of property tax that would otherwise have been distributed to WUSD, MATC, and Gateway, directly to WUSD, MATC, and Gateway. The certain amount paid to each entity will be calculated and mutually agreed upon by Whitewater Solar and the Counties prior to commencement of construction on the Project.

- e. If a change in law results in the elimination or reduction of the Utility Aid Shared Revenue program, the elimination or reduction of the generator license fee (under Wis. Stat. § 76.28 and § 76.29), and the land used by the Project is not returned to the applicable taxing jurisdiction’s property tax rolls, which result in tax payments to a Local Government in an amount less than what was previously being received through the Utility Aid Shared Revenue program, then Whitewater Solar will compensate the Local Government for the difference between the lost property tax revenue and the previous payments received by the Local Government, up to the amount of the Project’s prior year’s generator license fee (under Wis. Stat. § 76.28 and § 76.29).
- f. Neither Whitewater Solar nor its direct or indirect owners or affiliates shall take any affirmative action, including lobbying, to directly or indirectly interfere, impede, eliminate, or reduce the Utility Aid Shared Revenue program currently in effect or the amounts paid to the Local Governments under such program.
- g. In the event that the Project’s in-service date is delayed later than February 29, 2028, and to the extent that such delay creates a documented and material budget shortfall in a given year for a Local Government caused by elimination or reduction of reasonably anticipated payments from the State of Wisconsin under the Utility Aid Shared Revenue program had the Project not experienced the in-service date delay, the Local Government may provide written notice and documentation of the material budget shortfall to Whitewater Solar. Upon receipt of such notice and documentation of the material budget shortfall, Whitewater Solar agrees to compensate the Local Government in an amount sufficient to cover the portion of the documented material budget shortfall (“Governmental Budget Shortfall Payments”) that is attributable to the Project. In no event shall Whitewater Solar be obligated to make Governmental Budget Shortfall Payments described in this Section 4(g) without sufficient documentation being provided to demonstrate the creation of such budget shortfall. Notwithstanding the foregoing, Whitewater Solar shall not be obligated make any future Governmental Budget Shortfall Payments from and after the date upon which (a) Whitewater Solar provides written notice to the Local Government that construction on the Project will not commence, or (b) a

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change in law results in modification or elimination of the Utility Aid Shared Revenue program.

5. **Decommissioning.** The Parties acknowledge that all decommissioning security obligations shall be held by the Counties. Any claim against any decommissioning security must be brought by a County pursuant to the joint development agreement entered into by Whitewater Solar and the Counties (the “County JDA”). The Local Governments shall not have any right to make a claim related to decommissioning against Whitewater Solar.
6. **Public Safety and Emergency Medical Services.** The Parties acknowledge that construction of a solar photovoltaic electrical generating facility does not create any unique or especially dangerous environments or situations for local emergency responders. Whitewater Solar will require that all contractors on the Project site during construction shall meet all applicable state, federal, and industry best practice standards for employee and public safety consistent with the size, location and surroundings of the Project. Whitewater Solar intends to request meetings with local emergency response agencies to provide Project and facility familiarization and establish communication channels. Should any aspect of the Project’s construction or operations present unfamiliar equipment or situations for local emergency responders, Whitewater Solar will endeavor to arrange for adequate professional training to deal with such concerns.
7. **Setbacks.** Project Setbacks shall be as listed in Exhibit 1 to this Agreement, unless otherwise required by the PSCW.
8. **Sound Impacts.**
 - a. The Project will comply with PSCW noise standards set forth in Wis. Admin. Code § PSC 128.14 and Jefferson County sound standards set forth in the Jefferson County Zoning Ordinance for the zoning district where the Project is located, which together include maximum sound levels attributable to the facility during daylight and nighttime hours.
 - b. The Project’s inverters and substation, which constitute noise emitting equipment from the solar facility, shall not exceed the PSCW mandated maximum nighttime sound level of 45 dBA, nor the maximum daytime sound level of 50 dBA, at the walls of the noise-sensitive receptors, hereby identified as the single-family residences within proximity of the Project. Additionally, the Project will meet the daytime sound standard thresholds at the Project’s boundaries, as set forth in Jefferson County’s Zoning Ordinance, currently in effect.
 - c. Construction Hours. Hours of construction will be between 7:00 a.m. and 7:00 p.m., Monday through Saturday, and between 10:00 a.m. and 7:00 p.m. on Sunday.
9. **Equipment Height.** The height of the Project’s equipment shall be no higher than fourteen (14) feet, with the exception of the Project substation and any required overhead electrical

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lines.

10. **Vegetation Management Plan.** The Parties agree that Whitewater Solar will hire a regionally qualified consultant to create a Vegetation Management Plan for the construction and operation of the Project. Where commercially reasonable, and as approved by the PSCW, the Project will utilize regionally appropriate plants and grasses across the Project's developed area and incorporate pollinator habitat. During Project operation, Whitewater Solar will spray, mow, and otherwise maintain all developed acreage inside the fence, subject to PSCW approval of such activities in the Vegetation Management Plan.

11. **Vegetative Buffer.**
 - a. Whitewater Solar will attempt to work with non-participating landowners adjacent to the Project that do not already have sufficient natural vegetative screening that reasonably obscures the view of the Project to develop a landscaping plan prior to the commencement of construction. Non-participating landowners adjacent to the Project will have the ability to indicate a preference for Whitewater Solar to install one of the following: (A) trees, (B) shrubs, (C) trees and shrubs, or (D) nothing. Under no circumstances shall any vegetative screening cast shadows on the Project's photovoltaic cell panels. If adjacent non-participating landowners decline to indicate a landscaping preference, Whitewater Solar may, at its option, install (A) trees, (B) shrubs, (C) trees and shrubs, or (D) nothing. The exact species of trees and shrubs installed will be determined based on coordination with a landscaping company selected at Whitewater Solar's sole discretion and subject to availability at the time of procurement/planting.
 - b. Whitewater Solar shall reasonably maintain, in its discretion, areas owned or controlled by Whitewater Solar between the Project's fence line and adjoining property boundary lines.
 - c. Whitewater Solar agrees to create and maintain an appropriate vegetative buffer designed to prevent or minimize erosion around drainage ditches at a distance required by the PSCW or the appropriate state regulatory authority if waters are deemed "navigable" by the PSCW.

12. **Fencing.**
 - a. Whitewater Solar shall install deer fencing around the solar equipment at the height of seven (7) feet or a height mandated by the PSCW to mitigate changes to the aesthetics of agricultural landscape and to prevent larger animals from gaining access to solar equipment. In the event of a conflict between a height of seven (7) feet or a height mandated by the PSCW, the height mandated by the PSCW shall control.

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- b. The fencing specified for the Project will have openings large enough to allow the safe passage of small mammals.
 - c. The Project shall include areas where larger wildlife such as deer will have crossings or passage at locations where wildlife trails are located, along stream and drainage corridors, and at other locations as needed. The DNR Wildlife Biologist should be contacted to provide guidance on locations and a plan shall be provided to the Local Governments before construction of any fencing.
 - d. The Project's substation fence may utilize chain link and barbed wire, as required by electrical code.
 - e. No fence shall cross a "navigable" waterway.
 - f. Impairments to fencing that are aesthetically displeasing shall be remedied within two (2) weeks of written notification to Whitewater Solar by the Local Government within which such fencing section is located. In the event leaning or tilting of the fencing occurs that exceeds plus or minus ten (10) degrees of perpendicular, such fencing will be corrected by Whitewater Solar back to perpendicular within two (2) weeks of receiving written notice on the issue from the Local Government within which such fencing section is located.
13. **Dust Control.** Whitewater Solar will use commercially reasonable efforts to reduce the creation of dust throughout the construction process. Dust-related complaints and disputes shall be handled in accordance with the process described in Section 26 of this Agreement.
14. **Visual Considerations.** The Project's facilities shall not be used for any type of advertising. Whitewater Solar may erect and maintain a single project identification sign. The Project shall be minimally lighted so as not to disturb neighboring properties, provided, however, reasonably necessary lighting to provide safety and security of facilities shall be allowed. Whitewater Solar will provide the Local Governments with a description of permanent Project lighting plans when available. Whitewater Solar shall maintain all facilities in a manner to preserve the aesthetics of all facilities including, but not limited to, not allowing equipment or fencing to deteriorate or remain in a state of disrepair within view of the public or adjoining landowners.
15. **Topsoil Disturbance and Preservation.** The Project will not remove material amounts of topsoil from the Project area. Proposed site grading shall be conducted in a manner which ensures that topsoil is adequately preserved and retained. For the avoidance of doubt, topsoil may be removed for access roads, substations, and permanent parking areas, provided however, that topsoil removed from these areas will remain on site.
16. **Grading.** Upon request, prior to the full mobilization for the construction of the Project, Whitewater Solar will provide copies of all grading plans to the Local Governments.

WHITEWATER SOLAR DRAFT 3-24-25

17. **Phasing.** The Parties acknowledge that the construction of the Project may take place through one or more phases at Whitewater Solar's election. In the event Whitewater Solar elects to construct the Project in phases, the obligations of Whitewater Solar hereunder will, to the extent applicable, relate only to the respective phase of the Project then being undertaken by Whitewater Solar.
18. **Snowmobile Paths.** Whitewater Solar and the Local Governments agree to meet prior to commencement of construction regarding the location of snowmobile paths within the Project area. Whitewater Solar also agrees to communicate and coordinate with snowmobile clubs that have chapters within the Project area prior to commencement of construction.
19. **Assignment of Interest.** Whitewater Solar shall have the sole and exclusive right to sell, assign, or lease any or all portions of the Project or interests in Whitewater Solar to any non-party entity at any time without notice to the other Parties. In such event, such non-party entity shall, with Whitewater Solar or, in the event of total sale, assignment or lease, the new owner of the Property shall, have the same rights and obligations as Whitewater Solar as set forth in this Agreement. Whitewater Solar, its successors or assigns, shall, at all times and at its sole expense, maintain the Project in good condition and repair. Whitewater Solar shall also have the sole and exclusive right (without any consent from the other Parties required) to collaterally assign its interest in this Agreement to any parties providing debt, equity or other financing for the Project to Whitewater Solar or any of its affiliates. For the avoidance of doubt, no direct or indirect change in control of the ownership interests of Whitewater Solar, LLC, or any sale of direct or indirect ownership interests in the Whitewater Solar, LLC (including any tax equity investment or passive investment) shall constitute an assignment requiring the consent of any of the other Parties under this Agreement. Whitewater Solar shall notify the Local Governments of any and all proposed changes in the direct owner or substantial operation of the Project. Whitewater Solar will attempt to schedule introductory meetings between the Local Governments and any future owner.
20. **Cooperation.** Whitewater Solar and the Local Governments agree to communicate and cooperate in good faith concerning the safe construction and operation of the Project and preventing or correcting any materially adverse conditions that may be created by the Project. Whitewater Solar and the Local Governments agree that Whitewater Solar and the appropriate offices within each Local Government shall meet prior to commencement of construction to communicate on the timing of construction and the use of emergency services, if needed.
21. **Indemnification.** Whitewater Solar agrees to defend, indemnify, and hold harmless each Local Government and its supervisors, trustees, administrators, employees, and representatives (collectively the "Indemnified Parties") against any and all losses, damages, claims, expenses, including reasonable attorneys' fees, and liabilities for physical damage to the property of such Local Government and for physical injury to any person, to the extent caused by activities or operations of Whitewater Solar, its agents and employees, for the performance or non-performance of its duties pursuant

WHITEWATER SOLAR DRAFT 3-24-25

to this Agreement except to the extent such physical damage to property or physical injury to persons is caused by the negligence or intentional misconduct of a Local Government, or its supervisors, trustees, administrators, employees, or representatives. This indemnification obligation shall survive the termination of this Agreement.

22. **Insurance.** Whitewater Solar shall at all times during construction and its operation of the Project carry Commercial General Liability insurance with a minimum liability of \$5,000,000 per occurrence, and Automobile Liability insurance with a minimum liability limit of \$1,000,000 per occurrence, or, Whitewater Solar, if a qualified self-insured in the State of Wisconsin, shall maintain not less than \$5,000,000 of claims-first-made excess general liability insurance on an occurrence basis over its self-insured retention that may change from time to time. Such excess insurance shall include automobile liability. Certificates of insurance will be provided to the Local Governments upon written request.
23. **Compliance with Laws.** Whitewater Solar shall at all times comply in all material respects with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments, and other valid orders of any government authority with respect to its activities associated with the Project and shall obtain all material permits, licenses, and orders required to conduct any and all such activities.
24. **Entire Agreement.** This Agreement, including all Exhibits and other documents and agreements referenced herein, constitutes the Entire Agreement among the parties hereto in respect to the Project. However, this Agreement shall be deemed and read to include and incorporate all of the Exhibits hereto and any related approvals of the Local Governments. In the event of a conflict between this Agreement, any related approvals by the Local Government, or the PSCW, the PSCW's requirements shall be deemed controlling. In the event of a conflict between this Agreement and the County JDA, the provisions of the County JDA shall control. No modification, waiver, amendment, or change of this Agreement shall be valid unless the same is in writing and signed by the Parties.
25. **Relevant Law.** Any and all disputes arising under this Agreement and/or relating to the actual development and/or construction of the Project shall be resolved pursuant to the laws of the State of Wisconsin.
26. **Disputes.** Whitewater Solar will have sixty (60) days from the time in which a Local Government notifies it in writing of any dispute related to this Agreement to (1) make a determination of its validity, and if so determined to be valid, (2) provide a plan in which to reasonably remedy such complaint. In the event such a dispute cannot be resolved after steps (1) or (2) above, the aggrieved Local Government shall provide written notice of said dispute to Whitewater Solar within fifteen (15) days after the occurrence of steps (1) or (2) (a "Notice of Dispute"). The Notice of Dispute shall include a description of the nature of the dispute and the remedy sought by the Local Government. The Parties shall endeavor to resolve the dispute by mediation with a mediator mutually acceptable to the Parties. The administration of the mediation shall be as mutually agreed by the Parties. The mediation shall be convened within thirty (30) days, or as soon thereafter as possible, of the issuance of a Notice of Dispute. The costs of the mediator shall be equally shared by

WHITEWATER SOLAR DRAFT 3-24-25

the Parties. All disputes which are not resolved by good faith discussions or mediation shall be resolved by arbitration with a single arbitrator and in a venue mutually acceptable to the Parties. If the Parties cannot agree on an arbitrator, either party may petition either the Jefferson County Circuit Court or the Walworth County Circuit Court for appointment of an arbitrator. Such arbitration shall be in accordance with Wis. Stat. Chapter 788 (Arbitration) in effect at the time of the dispute.

27. **Notices.** Notices, requests, demands, and other communications shall be sent to the following addresses:

FOR WHITEWATER SOLAR LLC:
NAME:
TITLE:
[ADDRESS]:

FOR CITY OF WHITEWATER:
NAME:
TITLE:
[ADDRESS]:

FOR TOWN OF LA GRANGE:
NAME:
TITLE:
[ADDRESS]:

FOR TOWN OF COLD SPRING:
NAME:
TITLE:
[ADDRESS]:

FOR TOWN OF WHITEWATER:
NAME:
TITLE:
[ADDRESS]:

All notices shall be in writing. Any notice shall be deemed to be sufficiently given (i) on the date, if delivered in person; (ii) five (5) days after being sent by United States registered or

WHITEWATER SOLAR DRAFT 3-24-25

certified mail, postage prepaid, return receipt requested; or (iii) on the next business day if sent by overnight delivery service (e.g. Federal Express) to the notified Party at its address set forth above. These addresses shall remain in effect unless another address is substituted by written notice.

Notices may be also sent via email transmission to the email addresses provided below, however, notice sent via email shall be followed by notice delivered by personal service or by registered or certified mail, return receipt requested, or by overnight delivery.

FOR WHITEWATER SOLAR LLC:

NAME:
TITLE:
EMAIL:

FOR CITY OF WHITEWATER:

NAME:
TITLE:
EMAIL:

FOR TOWN OF LA GRANGE:

NAME:
TITLE:
EMAIL:

FOR TOWN OF COLD SPRING:

NAME:
TITLE:
EMAIL:

FOR TOWN OF WHITEWATER:

NAME:
TITLE:
EMAIL:

WHITEWATER SOLAR DRAFT 3-24-25

EXECUTION PAGE ONLY

IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument to be signed and sealed by duly authorized representative of Whitewater Solar, LLC, this ____ day of ____ , 2025.

WHITEWATER SOLAR LLC:

By: _____

Name: _____

Title: _____

EXECUTION PAGE ONLY

IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument to be signed and sealed by duly authorized representative of City of Whitewater, this _____ day of _____, 2025.

CITY OF WHITEWATER:

By: _____

Name: _____

Title: _____

EXECUTION PAGE ONLY

IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument to be signed and sealed by duly authorized representative of Town of La Grange, this ____ day of _____, 2025.

TOWN OF LA GRANGE:

By: _____

Name: _____

Title: _____

EXECUTION PAGE ONLY

IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument to be signed and sealed by duly authorized representative of Town of Cold Spring, this ____ day of _____, 2025.

TOWN OF COLD SPRING:

By: _____

Name: _____

Title: _____

EXECUTION PAGE ONLY

IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument to be signed and sealed by duly authorized representative of Town of Whitewater, this ____ day of _____, 2025.

TOWN OF WHITEWATER:

By: _____

Name: _____

Title: _____

EXHIBIT 1
Whitewater Solar Setback Table

Setback/Constraint Description	Setback/Constraint Value
Residences	175-foot setback from building edge of a habitable Structure to PV arrays or inverters; excludes access roads and fences)
Non-participating Property Lines	50 feet
Public Road ROW - Walworth County	<p>State and Federal highway (not including freeways): 85 feet County Road: 65 feet Town road: 50 feet Subdivision road: 25 feet</p> <p>Fence: No fence shall be permitted in any district above the height of two and one-half feet above the plane through the mean centerline roadway grades within the triangular space formed by any two existing or proposed intersection street or alley right-of-way lines and a line joining points on such lines located 50 feet from their point of intersection.</p>
Public Road ROW - Jefferson County	<p>Class A: 100-foot setback from edge of ROW, or 200-foot setback from roadway centerline, whichever is greater. Class B: 70-foot setback from edge of ROW, or 140-foot setback from roadway centerline, whichever is greater. Class C: 50-foot setback from edge of ROW, or 110-foot setback from roadway centerline, whichever is greater. Class D: 50-foot setback from edge of ROW, or 85-foot setback from roadway centerline, whichever is greater. Class E: 30-foot setback from edge of ROW, or 63-foot setback from roadway centerline, whichever is greater.</p>
Navigable Waterways	75 feet
Non-Navigable Waterways	20 feet
Wetlands	75 feet
FEMA floodplain	35 feet

**EXHIBIT 2
Haul Routes**

[Insert list of haul routes]

EXHIBIT 3
Form of Road Use Agreement

32033627.4



Public Works Agenda Item

Meeting Date:	April 8, 2025
Agenda Item:	Strand Task Order 25-06
Staff Contact (name, email, phone):	Brad Marquardt, bmarguardt@whitewater-wi.gov , 262-473-0139

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

In 2024, the Public Works Committee discussed improvements to the southeast quadrant of the Main Street/Franklin Street intersection to improve semi-truck turning movements. This Task Order is for the survey, design and bidding of those improvements. The Task Order also includes the production of exhibits and legal descriptions for the acquisition of property. Construction of the improvements would be scheduled for 2026.

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

At the November 12, 2024 Public Works Committee meeting, the Committee recommended to move forward with the redesign of the intersection to better allow for eastbound turning semi-trucks from Franklin Street.

FINANCIAL IMPACT
(If none, state N/A)

The compensation based on an hourly rate basis plus expenses is estimated at \$46,000. This project was not included in the 2025 CIP budget. Money for the design will be charged to Fund 280, Street Repair. Monies will be budgeted in the 2026 CIP budget which will include design costs to repay back Fund 280.

STAFF RECOMMENDATION

Staff recommends a motion to approve Task Order 25-06 and forward to Council for approval.

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

1. Draft Task Order 25-06, Main Street/Franklin Street Intersection Modifications

Task Order No. 25-06
City of Whitewater, Wisconsin (OWNER)
and Strand Associates, Inc.® (ENGINEER)
Pursuant to Agreement for Technical Services dated December 30, 2020

Project Information

Project Name: Main Street/Franklin Street Intersection Modifications

Project Description: Reconstruction of the southeast corner of the intersection of Franklin Street and Main Street to accommodate WB-65 truck turning movements.

Services Description: Design and bidding-related services.

Scope of Services

ENGINEER will provide the following services to OWNER.

Design Services

1. Attend one virtual kickoff meeting with OWNER to discuss the scope of services and project schedule.
2. Conduct topographic survey of existing roadway surface for the southeast corner of the Main Street and Franklin Street intersection. The survey boundary will be from the centerlines of Main Street and Franklin Street to 25 feet beyond the existing right-of-way (ROW). The survey along Main Street will extend 180 feet east of the Franklin Street centerline. The survey along Franklin Street will extend 200 feet south of the Main Street centerline. Correspond with utility marking company to locate buried utilities prior to topographic survey.
3. Prepare utility survey, storm sewer survey, and existing traffic signal equipment survey for the Main Street and Franklin Street intersection. The limits of the survey will extend 150 feet on each intersection leg.
4. Design the street reconstruction of the southeast corner of the Main Street and Franklin Street intersection. Prepare plan drawing and intersection detail drawings for the street and sidewalk. Reconstruction will include replacement of sidewalk and one curb ramp in the southeast corner of the intersection.
5. Design the relocation of one existing storm sewer inlet to be relocated to the reconstructed curb line. Include the relocation of the inlet on the intersection detail drawings.
6. Design modifications to the traffic signal equipment in the southeast corner of the intersection. It is anticipated that one traffic signal standard, one traffic signal pole with trombone arm, and

City of Whitewater, Wisconsin
Task Order No. 25-06
Page 2
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DRAFT

- up to two pull boxes will be relocated. A temporary traffic signal layout will be prepared to supplement the impacted traffic signal heads.
7. Prepare traffic signal drawings for the intersection modification. The traffic signal drawings are anticipated to include a permanent traffic signal sheet, sequence of operation sheet, cable routing sheet, and a temporary traffic signal layout sheet.
 8. Prepare traffic control and construction staging drawings. It is anticipated that the intersection will remain open to traffic with lane restrictions during construction.
 9. Prepare one legal description and exhibit for ROW acquisition based on property irons located during topographic survey. OWNER will obtain title reports.
 11. Submit design drawings to private utility companies for the utility companies to prepare work plans to address utility conflicts with OWNER's project. Utilities shall review and resolve all conflicts with the proposed design. Conflict resolution by the utility companies that causes design changes shall be considered additional services.
 12. Participate in up to two virtual meetings with OWNER to discuss the project.
 13. Prepare drawings and technical specifications for OWNER to review and address comments, as appropriate.
 14. Prepare Bidding Documents using Engineers Joint Contract Documents Committee C-700 Standard General Conditions of the Construction Contract, 2018 edition, technical specifications, and engineering drawings.
 15. Prepare opinion of probable construction cost for project and submit to OWNER.

Bidding-Related Services

1. Distribute Bidding Documents electronically through QuestCDN, available at www.strand.com and www.questcdn.com. Submit Advertisement to Bid to OWNER for publishing.
2. Prepare addenda and answer questions during bidding.
3. Conduct electronic bid opening through QuestCDN. Tabulate and analyze bid results. Assist OWNER with award of the construction contract.
4. Prepare two sets of Contract Documents for signature.

Compensation

OWNER shall compensate ENGINEER for Services under this Task Order on an hourly rate basis plus expenses an estimated fee of \$46,000.

OWNER REVIEW

Strand Associates, Item 3.

City of Whitewater, Wisconsin
Task Order No. 25-06
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Schedule

Services will begin upon execution of this Task Order, which is anticipated the week of April 21, 2025. Services are scheduled for completion on December 31, 2026.

TASK ORDER AUTHORIZATION AND ACCEPTANCE:

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

CITY OF WHITEWATER, WISCONSIN

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Joseph M. Bunker
Corporate Secretary

Date

John Weidl
City Manager

Date



Public Works Agenda Item

Meeting Date:	April 8, 2025
Agenda Item:	Strand Task Order 25-05
Staff Contact (name, email, phone):	Brad Marquardt, bmarguardt@whitewater-wi.gov , 262-473-0139

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

Task Order 25-05 is for the preparation of plan sheets and specifications, along with bidding documents for the crack filling and chip sealing of city streets. Streets include:

- Burr Oak Trail (Fremont - CTH U)
- Maple Lane (Bluff - Jakes Way)
- Locust Lane (Bluff - Jakes Way)
- Ash Lane (Bluff - Jakes Way)
- Tanner Way (Parkside - Termini)
- Kylee Way (Parkside - Termini)
- Lakeview Dr (South of Amber - Waters Edge)
- Waters Edge (Parkside - Termini)
- Darcy Lane (Waters Edge - Parkside)
- Parkside Drive (Wisconsin - Waters Edge)

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

N/A

FINANCIAL IMPACT
(If none, state N/A)

The compensation based on an hourly rate basis plus expenses is estimated at \$11,000. Money for the design and construction will be charged to Fund 280 Street Repair.

STAFF RECOMMENDATION

Staff recommends a motion to approve Task Order 25-05 and forward to Council for approval.

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

1. Draft Task Order 25-05, 2025 Chip Seal Project

Task Order No. 25-05
City of Whitewater, Wisconsin (OWNER)
and Strand Associates, Inc.® (ENGINEER)
Pursuant to Agreement for Technical Services dated December 30, 2020

Project Information

Project Name: 2025 Street Maintenance

Project Description: Asphalt pavement chip seal, and crack filling at various locations.

Services Description: Design and bidding-related services.

Scope of Services

ENGINEER will provide the following services to OWNER.

Design Services

1. Use geographical information system (GIS)-based mapping to prepare base mapping drawings, showing streets planned for crack filling and chip seal treatments including the Prairie Village, Pine Bluff, and Waters Edge South neighborhoods.
2. Prepare Bidding Documents using Engineers Joint Contract Documents Committee C-700 Standard General Conditions of the Construction Contract, 2018 edition, technical specifications, and engineering drawings.
3. Submit draft Bidding Documents to OWNER for review. Incorporate review comments, as appropriate, and prepare final Bidding Documents.

Bidding-Related Services

1. Distribute Bidding Documents electronically through QuestCDN, available at www.strand.com and www.questcdn.com. Submit Advertisement to Bid to OWNER for publishing.
2. Prepare addenda and answer questions during bidding.
3. Conduct electronic bid opening through QuestCDN, tabulate and analyze bid results, and assist OWNER in the award of the Construction Contract.
4. Prepare up to two sets of Contract Documents for signature.

Compensation

OWNER shall compensate ENGINEER for Services under this Task Order on an hourly rate basis plus expenses an estimated fee not to exceed \$11,000.

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OWNER REVIEW

City of Whitewater, Wisconsin
Task Order No. 25-05
Page 2
March 11, 2025

Schedule

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

TASK ORDER AUTHORIZATION AND ACCEPTANCE:

ENGINEER:

STRAND ASSOCIATES, INC.[®]

DRAFT

Joseph M. Bunker
Corporate Secretary

Date

OWNER:

CITY OF WHITEWATER

DRAFT

John Weidl
City Manager

Date



Public Works Agenda Item

Meeting Date:	April 8, 2025
Agenda Item:	Lead Service Line Amendment
Staff Contact (name, email, phone):	Brad Marquardt, bmarguardt@whitewater-wi.gov , 262-473-0139

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

The Lead Service Line Replacement Project is set to begin in the middle of May and scheduled to be completed by the end of August. Based on this schedule, Strand has provided an Amendment to their original Task Order for the design of the Lead Service Line Replacement Project to provide contract administration, resident project representative services, grant administration, and assistance with reimbursement and closing documents for the Safe Drinking Water Loan Program.

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

The Public Works Committee and Council approved the original Task Order for the design of the Lead Service Line Replacement Project in March 2024. The project was awarded to Five Star Energy Services, LLC by Council in January 2025.

FINANCIAL IMPACT
(If none, state N/A)

The compensation based on an hourly rate basis plus expenses is changed from \$48,000 to \$188,000. As a reminder, the low bid on the construction project was \$1,788,910.

STAFF RECOMMENDATION

Staff recommends a motion to approve Amendment No. 1 to Task Order 24-04 and forward to Council for approval.

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

1. Draft Amendment No. 1 to Task Order 24-04, Lead Service Line Replacement



Amendment No. 1 to Task Order No. 24-04
 City of Whitewater, Wisconsin (OWNER)
 and Strand Associates, Inc.[®] (ENGINEER)
 Pursuant to Agreement for Technical Services dated December 30, 2020

This is Amendment No. 1 to the referenced Task Order.

Project Name: Lead Service Line (LSL) Replacement

Under **Scope of Services**, ADD the following:

“Construction-Related Services

1. Provide contract administration services including attendance at preconstruction conferences, review of contractor’s shop drawing submittals, review of contractor’s periodic pay requests, attendance at construction progress meetings, periodic site visits, and participation in project closeout.
2. Provide up to 650 hours for full-time resident project representative services. In furnishing observation services, ENGINEER’s efforts will be directed toward determining for OWNER that the completed project will, in general, conform to the Contract Documents; but ENGINEER will not supervise, direct, or have control over the contractor’s work and will not be responsible for the contractor’s construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor’s failure to perform the construction work in accordance with the Contract Documents. Observation services include observation of contractor’s interior plumbing work, but final inspection and approval thereof shall be completed by a licensed plumbing inspector and electrical inspector through OWNER.
3. Provide up to 20 hours of grant administration services related to the Wisconsin Department of Natural Resources (WDNR) funding of the private LSL replacements.
4. Assist OWNER through the SDWLP closing process by collecting and providing documentation for OWNER to enter into a financial assistance agreement with WDNR and the Wisconsin Department of Administration.
5. Assist OWNER with submittal of up to three SDWLP Requests for Disbursement applications to the WDNR.
7. Assist OWNER with communication with the WDNR during the loan process.”

Under **Compensation**, CHANGE \$48,000 to “\$188,000.”

Under **Schedule**, CHANGE December 31, 2024, to “June 30, 2026.”



Public Works Agenda Item

Meeting Date:	April 8, 2025
Agenda Item:	Disposal of City owned vehicles
Staff Contact (name, email, phone):	Brad Marquardt, bmarguardt@whitewater-wi.gov , 262-473-0139

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

The Street Department is asking for approval to place two vehicles on the Wisconsin Surplus Auction. They include:

1. Unit #462 – 1985 Chevrolet 1 ton dump truck
2. Unit #736 – 1984 GMC ¾ ton truck

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

N/A

FINANCIAL IMPACT
(If none, state N/A)

Money received from the auction will be placed in the Miscellaneous Revenue account of Fund 215, Equipment Replacement.

STAFF RECOMMENDATION

Staff recommends a motion to approve the sale of the two vehicles at auction and forward to Council.

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

1. N/A



Public Works Agenda Item

Meeting Date:	April 8, 2025
Agenda Item:	Liquidated Damages
Staff Contact (name, email, phone):	Brad Marquardt, bmarguardt@whitewater-wi.gov , 262-473-0139

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

In 2024, the City had three street reconstruction projects under construction at the same time. Completion dates were as follows:

- Fremont Street: August 30, 2024
- Ann Street/Fremont Street: September 27, 2024
- Forest Avenue: August 30, 2024 (60 calendar days from start of project)

The intention for inspection services from Strand was to have one inspector on site overseeing all three projects with the intention of bringing in an extra person during specific times of the projects to help.

Fremont Street was substantially complete by the middle of September. Ann/Fremont was paved on October 7th and determined to be substantially complete. The contractor for the Forest Avenue project did not start until the week of August 26. Substantial completion did not occur until November 15.

Staff is considering liquidated damages associated with the extra inspection costs the City accrued from Strand for having an inspector onsite to solely oversee the Forest Avenue project. It should be noted the contractor did run into unanticipated rock excavation for sanitary sewer, water and storm sewer installation; however, if the contractor would have started in time to complete the project by August 30, the additional time for the rock excavation would have been relatively close to the October 7 paving of the Ann Street/Fremont Street project.

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

N/A

FINANCIAL IMPACT
(If none, state N/A)

According to the contract, liquidated damages of \$1,200/day can be imposed on the project for each day that expires after the substantial completion date. For Forest Avenue, this would equate to 77 days or \$92,400. If October 7th was used, it would equate to 39 days or \$46,800. If staff was to use only the costs associated with inspection after October 7th, it would equate to \$29,001.95 (133.25 hours in October, 75.25 hours in November, all at \$130.19/hour, plus \$1,857.33 in related expenses).

STAFF RECOMMENDATION

Staff believes there should be liquidated damages imposed due to the contractor not starting the project until the week it was supposed to be completed. Staff is looking for direction from the Committee if they believe liquidated damages should be imposed and how much. If so, staff will work with the City Attorney to impose such damages.

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

1. Contract Times – Liquated Damages

Item 7.

Article 4. CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Payment

A. Work under Contract 1-2024 will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before September 27, 2024.

B. Work under Contract 2-2024 will be substantially complete and will be ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before August 30, 2024.

In addition to the required substantial and final completion times, there are milestones by which certain items of work must be completed. See General Requirements for milestone requirements.

Milestone 1–Contract 1-2024	July 8, 2024
Milestone 1–Contract 2-2024	60 calendar days

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence as stated in Paragraph 4.01 above and that OWNER will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion and Ready for Final Payment: CONTRACTOR shall pay OWNER \$1,200 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is completed and ready for final payment. This amount is comprised of \$1,000 per day for engineering, construction administration services, and construction observation services, and \$200 per day for administration, labor, expenses, and other costs that will be incurred by OWNER.

2. Milestones: CONTRACTOR shall pay OWNER \$500 for each day that expires after the time (as duly pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.03.A.1 will apply, rather than the Milestone rate.

3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.