



# Public Works Committee Meeting

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

**Tuesday, June 11, 2024 - 6:00 PM**

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

Please click the link below to join:

[https://us06web.zoom.us/j/81256840001?pwd=8F0U8KbkrfOayvRV1\\_BTTpFiPnW2Ug.yJX5FMFW3CvD2xzO](https://us06web.zoom.us/j/81256840001?pwd=8F0U8KbkrfOayvRV1_BTTpFiPnW2Ug.yJX5FMFW3CvD2xzO)

**Telephone:** +1 312 626 6799 US (Chicago)

**Webinar ID:** 812 5684 0001

**Passcode:** 259964

Please note that although every effort will be made to provide for virtual participation, unforeseen technical difficulties may prevent this, in which case the meeting may still proceed as long as there is a quorum. Should you wish to make a comment in this situation, you are welcome to call this number: (262) 473-0108.

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## AGENDA

CALL TO ORDER

ROLL CALL

ELECTION OF CHAIRPERSON/VICE CHAIRPERSON

SET DAY AND TIME FOR REGULARLY SCHEDULED MONTHLY MEETINGS

APPROVAL OF MINUTES

1. Approval of minutes from April 9, 2024

HEARING OF CITIZEN COMMENTS

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

***To make a comment during this period, or during any agenda item: On a computer or handheld device, locate the controls on your computer to raise your hand. You may need to move your mouse to see these controls. On a traditional telephone, dial \*6 to unmute your phone and dial \*9 to raise your hand.***

**NEW BUSINESS**

- [2.](#) Discussion and Possible Action regarding removing stop sign on Pearson Court at Pearson Lane.
- [3.](#) Discussion and Possible Action regarding Water Tower Space/Lease Agreement with Netwurx, LLC.
- [4.](#) Discussion and Possible Action regarding First Amendment to Lease Agreement with Sprint Spectrum L.P.
- [5.](#) Discussion and Possible Action regarding compost site days and hours of operation.
- [6.](#) Discussion and Possible Action regarding Wastewater's Compliance Maintenance Annual Report (CMAR).
- [7.](#) Review of Municipal Separate Storm Sewer System (MS4) Annual Report.
- [8.](#) Discussion and Possible Action regarding levying Special Assessment for the North Side Water Main Extension Project.
- [9.](#) Discussion and Possible Action regarding the use of GO Bonds for private Lead Service Line replacements.
- [10.](#) Discussion and Possible Action regarding Reimbursement Resolution for Safe Drinking Water Loan application.
- [11.](#) Discussion and Possible Action regarding Strand Task Order for Well #7 Modifications.
- [12.](#) Discussion and Possible Action regarding removing a terrace planter in the vicinity of 183 W. Main Street.

**FUTURE AGENDA ITEMS****ADJOURNMENT**

**It is possible that members of, and possibly a quorum of members of, other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information over which they may have decision-making responsibility; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.**

**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.**



Cravath Lakefront Room, 2nd floor  
312 W. Whitewater St.  
Whitewater, WI 53190  
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**Tuesday, April 09, 2024 - 6:00 PM**

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**MINUTES**

**CALL TO ORDER**

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

**ROLL CALL**

Present: McCormick, Hicks

Absent: Gerber

Other: Marquardt

**APPROVAL OF MINUTES**

1. Approval of minutes from March 12, 2024

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

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

**HEARING OF CITIZEN COMMENTS**

None

**NEW BUSINESS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**FUTURE AGENDA ITEMS**

None

**ADJOURNMENT**

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

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

Respectfully submitted,

*Alison Stoll*

Alison Stoll, Administrative Assistant  
Department of Public Works



# Public Works Agenda Item

Meeting Date:	June 11, 2024
Agenda Item:	Pearson Court Stop Sign
Staff Contact (name, email, phone):	Brad Marquardt, <a href="mailto:bmarguardt@whitewater-wi.gov">bmarguardt@whitewater-wi.gov</a> , 262-473-0139

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

A request was received from two of the three residents living on Pearson Court asking if the stop sign could be switched to a yield sign.

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

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

N/A

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

N/A

**STAFF RECOMMENDATION**

Staff recommends a motion to approve the removal of the stop sign on Pearson Court and replacing it with a yield sign and direct staff to prepare an ordinance change for Council action.

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

- N/A



# Public Works Agenda Item

Meeting Date:	June 11, 2024
Agenda Item:	Netwurx Water Tower Space/Lease Agreement
Staff Contact (name, email, phone):	Brad Marquardt, <a href="mailto:bmarguardt@whitewater-wi.gov">bmarguardt@whitewater-wi.gov</a> , 262-473-0139

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

Netwurx would like to place an antenna on the Southwest Water Tower located on Indian Mound Parkway. They have already obtained a Conditional Use Permit from the Plan & Architectural Review Committee (PARC). The agreement mirrors an existing agreement the City has with Whitewater Wideband (Edge Broadband) on the Cravath Water Tower. Staff did ask for some changes which Netwurx did add, most notably that Tenant will pay for costs not to exceed \$7,500 for review of plans, reports or other documents.

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

PARC approved the Conditional Use at their February 12, 2024.

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

The initial request from Netwurx was a rent payment of \$3,000 per year with a yearly 4% increase. Staff informed Netwurx that Whitewater Wideband was currently paying \$8,103.66 in 2024 and is set to increase 3% next year. Netwurx has revised their payment to \$7,000 per year with a yearly 4% increase. Attached is Netwurx’s documentation as to why they are requesting a lower rent payment than Whitewater Wideband.

**STAFF RECOMMENDATION**

Staff recommends a motion to approve the Water Tower Space/Lease Agreement with Netwurx in concept and forward to the full Council for discussion on the rent payment.

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

1. Water Tower Space/Lease Agreement
2. Netwurx Documentation



Dear Public Works Committee members:

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

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

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

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

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

Thank you for your time and consideration in this matter.

Sincerely,  
David Roller  
Netwurx Internet  
dave@corp.netwurx.net  
(414) 831-3475

## WATER TOWER SPACE / LEASE AGREEMENT

(draft 6/4/24)

Item 3.

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

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

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

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

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

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

7. Interference.

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

8. Termination.

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

nonpayment of rent, the prorated rent to be returned to COMPANY are subject to deductions costs incurred by CITY if COMPANY fails to remove equipment within 60 days of notice of termination.

9. Insurance.

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

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

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

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

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

14. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be

deemed given if personally delivered or mailed, certified mail, return receipt requested to the following address

If to City, to:

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

If to COMPANY, to:

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

15. Representations and Warranties.

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

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

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

18. Miscellaneous.

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

END OF TERMS

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

Signature \_\_\_\_\_  
"Landlord"{printname}

Signature \_\_\_\_\_  
Netwurx - David Roller

Signature \_\_\_\_\_  
"Landlord"{printname}

DRAFT



# Public Works Agenda Item

Meeting Date:	June 11, 2024
Agenda Item:	Sprint Spectrum Amendment to Lease Agreement
Staff Contact (name, email, phone):	Brad Marquardt, <a href="mailto:bmarguardt@whitewater-wi.gov">bmarguardt@whitewater-wi.gov</a> , 262-473-0139

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

In June 1999, the City entered into a Lease Agreement with Sprint Spectrum to allow them to install, maintain and operate communication facilities on the Cravath Street Water Tower. That lease agreement ends in June of this year. T Mobile, who acquired the rights to the Lease Agreement, would like to extend the Lease Agreement through the attached First Amendment. The Amendment would extend the Lease for another 4 Terms of five years.

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

The Common Council approved the original Lease Agreement in 1999.

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

For the last five-year Term, T Mobile was paying \$18,662.40 annually. The original Lease had an escalator clause of 20% per Term. Using those parameters, the new Term payment would be \$22,394.88. Staff indicated to T Mobile that Verizon’s Lease Agreement on the Southwest Water Tower is for \$35,000 annually for five years with a 12.5% escalator per Term. T Mobile has indicated they are willing to pay \$30,000 annually for the initial new term and keep the 20% escalator per Term they currently have in the original Agreement.

**STAFF RECOMMENDATION**

Staff recommends a motion to send the First Amendment to Lease Agreement to the full Council for approval.

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

1. First Amendment to Lease Agreement
2. Original Lease Agreement

**FIRST AMENDMENT TO LEASE AGREEMENT**

THIS FIRST AMENDMENT TO LEASE AGREEMENT (“Amendment”) is made and entered into on \_\_\_\_\_, 202\_\_ (“Effective Date”), by and City of Whitewater (“Owner”), and Sprint Spectrum L.P., a Delaware limited partnership, predecessor-in-interest to Sprint Spectrum Realty Company, L.P. (“Tenant”).

**Recitals**

The parties hereto recite, declare and agree as follows:

A. Owner and Tenant entered into a Lease Agreement (the “Agreement”), dated June 18, 1999, (“Site Agreement”), regarding real property located at 502 East Cravath Street, Whitewater, WI 53190 (the “Premises”).

B. Owner and Tenant desire to enter into this Amendment in order to modify and amend certain provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Tenant covenant and agree as follows:

1. Renewal Terms. Upon the Effective Date of this Amendment Tenant shall have the right to renew the Agreement for four (4) additional Renewal Terms of five (5) years each. Each Renewal Term shall renew automatically unless Tenant provides at least thirty (30) days prior written notice before the expiration of the then current term that Tenant does not wish to exercise such Renewal Term.

3. Terms; Conflicts. The terms and conditions of the Agreement are incorporated herein by this reference, and capitalized terms used in this Amendment shall have the same meanings such terms are given in the Agreement. Except as specifically set forth herein, this Amendment shall in no way modify, alter, or amend the remaining terms of the Agreement, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Agreement and this Amendment, the terms and conditions of this Amendment will govern and control.

4. Rent. Starting on the Effective Date, Tenant shall pay Owner a prorated amount from thirty thousand and 00/100 Dollars (\$30,000.00) per year, which represents the Monthly Rent Increase to Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) per year from the 2023 annual base rent. Upon the commencement of each renewal term, the annual base rent shall be increased by twenty percent (20%) over the annual rent in effect during the immediately preceding term or renewal term, as applicable.

5. Approvals. Owner represents and warrants to Tenant that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Amendment, or if any such third-party consent or approval is required, Owner has obtained any and all such consents or approvals.

6. Authorization. The persons who have executed this Amendment represent and warrant that they are duly authorized to execute this Amendment in their individual or representative capacity as indicated.

7. Signatures. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Amendment shall legally bind the parties to the same extent as original documents.

IN WITNESS WHEREOF, the parties have executed this Amendment on the day and year first written above.

**Owner:**  
City of Whitewater

**Tenant:**  
Sprint Spectrum L.P.,  
a Delaware limited partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



Sprint Nextel  
12502 Sunrise Valley Drive  
Reston, VA 20196

Item 4.

RECORD VERIFICATION LETTER

November 7, 2007

WHITEWATER, CITY OF  
P O BOX 690  
WHITEWATER, WI 53190

Re: Site Name and Site Number: WHITEWATER WATER TOWER - ML33XC014  
Site Address: Cravath Street & Wood Street Milwaukee, WI 53224

SENT VIA CERTIFIED MAIL RECEIPT

7007 2560 0000 5838 0522

Dear Sir/Ms.:

We are conducting an internal audit of all site leases entered into by Sprint, to verify that our lease records are accurate and complete. As part of that verification process, we request that you confirm the accuracy of the following information regarding your lease with Sprint as of January 1, 2008.

Lease Commencement Date:	7/20/1999
Rent Commencement Date:	7/20/1999
Renewal Options Extend Until:	7/19/2024
Initial Term Length:	5 Years
Renewal Term Length:	5 Years
Quantity of Renewal Terms:	4
Next Payment Date [on or after January 1, 2008]:	7/20/2008
Current Rent [as of January 1, 2008]:	\$10800.00
Payment Frequency:	Annually
Amount Past Due	\$0.00
Lease Escalator	20% Per Term
Next Escalation Date	7/20/2009

*Lease comes up (20 years)  
July 2019*

Please check your records for this information and advise us, in the space below, whether this information conforms with your records. After signing, please return this letter to:

Sprint Nextel  
Lease Audit  
12502 Sunrise Valley Drive  
Reston, VA 20191  
Attn: Thomas Linn

A self-addressed envelope is enclosed for your convenience.

Please direct any future notices under the above lease agreement or any questions to the Landlord Hotline at (800) 357-7641.

The above information agrees with our records as of January 1, 2008 with the following exceptions, if any:

*N/A*

If no response is provided to this request within 15 days of receipt, then the above information will be assumed to be accurate and Sprint Nextel will be entitled to, and will, rely on the representations in its records contained in this letter. By not responding to this letter, you are confirming that as of the date of this letter, the information contained herein concerning Sprint Nextel's lease payment obligations are complete and accurate. Accordingly, your failure to so respond constitutes agreement that the payments made will not be disputed with respect to any financial obligation that have become due prior to the date of this letter.

WHITEWATER, CITY OF

Name and Title: Dean Fischer, Public Works Director

Signature and Date: *Dean Fischer* 11/15/07

ORIGINAL AT CITY HALL  
AT

*Higgins* *4-0111* *[Signature]*  
Item 4.

**◆ Sprint PCS**

9701 West Higgins Road, 3rd Floor  
Rosemont, Illinois 60018  
Telephone 847-384-3211  
Fax 847-384-3250

VIA FEDERAL EXPRESS

August 9, 1999

Gary W. Boden  
City Manager  
312 W. Whitewater St.  
Whitewater, WI 53190

RECEIVED

AUG 10 1999

Office of City Clerk

RE: NOTICE OF EXERCISE OF LEASE AGREEMENT

**Lease Agreement dated June 18, 1999, by and between City of Whitewater and Sprint Spectrum L.P., Inc., a Delaware limited partnership, for site ML33XC014A located at Cravath St. and Wood St., Whitewater, WI.**

Dear Mr. Boden:

This letter shall serve as notice that Sprint Spectrum L.P., hereby elects to exercise the Agreement cited above. Enclosed please find a fully executed Lease Agreement. As a result, as of the date hereof, the Agreement shall constitute a lease agreement with respect to the property more particularly described therein on the terms and conditions set forth in the Lease Agreement.

The first annual rent of \$9,000.00 as set forth in Paragraph 4 of the Lease Agreement, will be sent shortly under separate cover.

Thank you and please do not hesitate to contact me if you have any questions in this regard.

Sincerely,

*Andrea M. Termini*

Andrea M. Termini  
Property Specialist

Enclosure

**LEASE AGREEMENT BETWEEN,  
City of Whitewater AND  
SPRINT SPECTRUM L.P.**

**[FOR USE WITH A WATER TOWER OR OTHER EXISTING  
MUNICIPAL STRUCTURE.]**

License Agreement dated effective June 18 1999,  
by and between City of Whitewater and SPRINT SPECTRUM L.P.,  
a Delaware limited partnership, with its principal office at 1233 North Mayfair  
Road, Suite 301, Milwaukee, Wisconsin 53226 ("Company").

**RECITALS**

- A. City owns certain real property, consisting of, among other things, a watertower and surrounding property, located in the City of Whitewater, Walworth County, Wisconsin, as more particularly described in the attached Exhibit A (the "Property").
2. Company desires to install, maintain and operate on the Property certain communications facilities described in the plans and specifications attached hereto as Exhibit B (the "Communications Facilities").

NOW, THEREFORE, FOR VALUABLE CONSIDERATION AND INTENDING TO BE BOUND, CITY AND COMPANY AGREE AS FOLLOWS.

1. Recitals. The Recitals are incorporated and form part of this Agreement.
2. Lease. City hereby leases to Company a part of the Property and grants to Company the nonexclusive right to access, install, maintain, and operate the Communications Facilities on part of the Property, in the specific locations designated on a site plan or survey attached hereto and incorporated herein as Exhibit C (the "Premises"). Company shall make no other use of the Premises.
3. Term.
  - a. The initial term of this Agreement shall be for a period of five (5) years, commencing on the earlier of ninety (90) days after the last date of execution of this Agreement by either of the parties or the date of issuance of a building permit for the Communications Facilities (the "Commencement Date"). Provided that Company is not then in default, this Lease shall automatically renew for up to four (4) successive five (5) year renewal terms unless the Company notifies the City of its intention not to renew the Lease at least sixty (60) days prior to the expiration of the initial term or any renewal term. If

Company gives such notice to the City, this Lease shall terminate upon expiration of the term during which notice was given.

b. Prior to the Commencement Date, the Company shall have right of free ingress and egress to the Premises pursuant to the Entry and Testing Agreement attached hereto as Exhibit "D", which shall be executed by both the Company and City upon execution of this Agreement. The Entry and Testing Agreement shall permit the Company to conduct such surveys, structural strength analysis and other testing as the Company may deem necessary, at its sole cost and expense. Such testing may include some or all of the items referenced in Exhibit "D". At any time on or before the Commencement Date, the Company may cancel and terminate this Agreement by providing written notice to City. Upon City's receipt of the notice, this Agreement shall be null and void and neither party shall have any further rights or obligations hereunder.

4. Rentals.

STARTING IN 1999

a. During the initial term of this Agreement, Company shall pay to City an annual base rent of nine thousand Dollars (\$ 9,000 ), payable in advance on or before the Commencement Date and each annual anniversary date of the Commencement Date.

b. Upon the commencement of each renewal term, the annual base rent shall be increased by twenty percent (20%) over the annual rent in effect during the immediately preceding term or renewal term, as applicable.

c. In the event that Company fails to timely pay annual rent to City, Company shall pay to City a late fee on the total payment due of 3% per month.

d. All consideration to be provided by Company to City shall be paid or provided to City without offset.

5. Compliance With Laws. Throughout the term of this Agreement, Company shall use the Premises solely for the purpose of constructing, maintaining and operating facilities for the transmission and reception of radio communication signals in such frequencies as may be assigned to Company by the Federal Communications Commission ("FCC"). Company, at its expense, shall diligently, faithfully and promptly wholly obey and conform with all federal, state and local orders, rules, regulations and laws, including all FCC and Federal Aviation Administration ("FAA") rules, in relation to any of its business, activities or other operations conducted upon, above or adjacent to the Premises. Company shall pay, as they become due and payable, all fees, charges, taxes and expenses in connection with all licenses and permits required for Company's use of the Premises.

6. Installation and Maintenance of Communications Facilities

a. Company shall, at its sole cost and expense, install, operate, and maintain the Communications Facilities on the Premises. Company's installation of the Communications Facilities shall be completed in a neat and workmanlike manner consistent with sound engineering practices and in strict compliance with Exhibit B. All work shall be performed either by Company or by a fully qualified independent contractor who carries all insurance required under Paragraph 11 and who has been approved in writing by City before such contractor has done any work on the Premises. Regarding any independent contractor employed by Company to work on the Premises, certificates of all insurance coverages required under this Agreement shall be provided to City by Company prior to the commencement of any work upon the Premises by such contractor. The Communications Facilities shall remain the exclusive property of Company.

b. Company, at its expense, and within thirty (30) days after the installation of the Communications Facilities, shall provide to City "as built" drawings of the Communications Facilities installed on the Premises which show the actual location of all Communications Facilities. Such drawings shall be accompanied by a complete and detailed inventory of all Communications Facilities actually placed on any City-owned tower or other structure located on the Property (a "Structure"), all of which shall be attached hereto and incorporated herein as Exhibit E.

c. Any damage done to the Property during installation or during operations shall be immediately repaired at Company's expense and to City's satisfaction. Company shall not permit any claim or lien to be placed against any part of the Property that arises out of work, labor, material or supplies provided or supplied to Company, its contractors or subcontractors, for the installation, construction, operation, maintenance or use of the Premises or Communications Facilities.

d. Company shall design, place and improve all of its Communications Facilities in a manner that will keep negative environmental and aesthetic impact held to a minimum practical level.

e. If permitted by the servicing utility, Company shall separately meter charges for the consumption of electricity and any other utilities associated with its use of the Premises and shall pay all costs associated therewith directly to the servicing utilities. If not permitted to separately meter electricity, Company at its sole cost and expense, shall install an electric submeter at the Premises to measure Company's usage of electricity in connection with its Communications Facilities. The parties acknowledge and agree that in the event of submetering, City shall be billed by the servicing utility for all electricity used at the Premises by either City or Company and that Company shall pay the estimated cost of electricity used by Company at the Premises to City annually in advance as a payment in addition to the annual rent. Initially, Company's estimated cost of electricity shall be Six Hundred Dollars (\$600.00) per year. The parties shall read Company's submeter annually on the anniversary of the Commencement Date to determine Company's actual usage of

electricity for the prior year. In the event that the actual cost of electricity used by Company exceeds the annual advance estimated payment made by Company for the prior year, Company shall pay the difference to City within thirty (30) days. In the event that the actual cost of electricity used by Company is less than the total annual advance estimated payment made by Company, Company shall not be entitled to, and City shall not be required to pay, the difference to Company. The annual cost of electricity shall be computed at the current public utility rate. After each annual reading of the submetered cost of Company's electricity usage, the estimated annual advance payment made by Company in addition to its license fees shall be adjusted to an amount equal to the annual electricity cost for the prior year.

f. Company, at its expense, shall have sole responsibility for the maintenance, repair, and security of its Communications Facilities and shall keep the same in good repair and condition during the term of the Agreement.

g. A landscaping plan for the Premises shall be proposed by the Company and subject to the review and approval of City prior to the Commencement Date. Company, at its expense, shall install and maintain its landscape according to the approved landscape plan, which shall be attached hereto and incorporated herein as Exhibit F.

h. City will notify Company at least forty-five (45) days in advance of the date when any City-owned Structure to which the Communications Facilities are attached or in which they are housed is scheduled to be painted. City will select, after consulting with Company, which of the following two options will be used. Option 1: Shortly before the painting date, Company, at its sole expense, shall place a temporary antenna array on a crane parked near the site. Company will then remove the antennas from the Structure and the painting will proceed as it normally does. Once the painting is finished, Company, at its sole expense, will then re-attach the antennas where they were and will have them painted to match the newly painted Structure. Option 2: The painting contractor will bid on the cost of painting the Structure without the Communications Facilities. The contractor will then bid on the cost of painting the Structure with Company's antennas left in place. The contractor will then proceed to paint the Structure with Company's antennas left in place. Company shall reimburse City for the difference between the two bids.

i. Any additional costs for servicing or maintaining the Premises that are due to the presence of the Communications Facilities, including additional driveway asphalt and snow plowing/ice control, shall be the responsibility of Company and shall be paid by Company.

7. Modifications. Company shall not update or add to the Communications Facilities nor shall it make any additions, alterations or improvements to the Premises or Property without the City's prior approval. Company shall submit to City a proposal for any such modifications and any supplemental materials as may be requested for City's evaluation and approval. If approved, such modifications shall be made at Company's sole expense and only upon

it first obtaining all necessary governmental approvals and permits for such modifications. On making such modifications, Company shall provide to City updated as built drawings in the manner specified in Paragraph 6(b). Notwithstanding any provision of this Paragraph to the contrary, without obtaining City’s prior consent, the Company shall have the right to: (a) make additions, alterations or improvements to the Company’s equipment housed within any building or enclosure on the Premises; and (b) replace any or all of its equipment installed on or about any Structure with replacement equipment of a substantially similar kind, which is reinstalled in substantially the same place and position and is of substantially the same size and weight as the replaced equipment.

8. Studies. Prior to approving any installation under Paragraph 6 or modification requiring City approval under Paragraph 7, the Company shall provide City with copies of: (i) if applicable, any interference study or studies prepared by the Company or its agents to determine whether Company’s proposed installation or modification will interfere with the electronic equipment of City, other tenants or licensees of the City or nearby property owners; and (ii) an engineering study or studies prepared by the Company or its agents to determine whether the proposed installation or modification will adversely affect the structural integrity of any part of any Structure.

9. Access.

a. Company shall not be entitled to exclusive use or occupation of the Premises, but understands and agrees that its use and occupation is to be joint, but not necessarily equal to, use and occupation by City and/or one or more of City’s other licensees or tenants, if any. Company shall have unlimited access to all parts of the Premises, except any Structure, over those portions of the Property designated on Exhibit C as access areas. Company shall only have access to any Structure by means designated by City, subject to notice requirements to City in Paragraph 9(c).

b. Company shall supply to the City a list of types or categories of professionals that it requests be given access to any Structure (“Designated Professionals”). City shall not give access to any Structure to any person who does not provide adequate credentials as a Designated Professional at the time access is required.

c. If Company or a Designated Professional requires access to any Structure or any part thereof, Company shall contact \_\_\_\_\_ Dick Fero\_\_\_\_\_ at the following telephone number \_\_\_\_\_414-473-0543\_\_\_\_\_. During construction of Company’s Communications Facilities, access to each Structure shall be provided by City to Company’s Designated Professionals at no charge to Company. If access is required after completion of construction at any time during the term of this Agreement, Company shall, on demand, pay to City the rate of pay customarily paid to the person who provides Company with such access, including any overtime factors. City shall respond to Company’s access request within two (2) hours.

d. Company shall have exclusive access rights to its Communications Facilities located on the Premises, provided that the Company shall admit City, its employees or its agents to any part of the Premises used or occupied by Company to inspect the same upon reasonable advance notice to Company.

10. Interference.

a. Company's installation, operation, and use of the Communications Facilities shall not damage or interfere in any way with City's operations or related repair and maintenance activities. In the event it is determined that interference exists, Company, at its expense, shall provide immediate relief from that interference. City, at all times during this Agreement, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter, or improve the Property and to temporarily interfere with Company's Communications Facilities as may be necessary in order to carry out any such activities. City agrees to give reasonable advance notice of such activities to Company and to reasonably cooperate with Company to carry out such activities with a minimum amount of interference with Company's transmission operations.

b. Company warrants and represents that the Communications Facilities and the installation, operation and maintenance of the Communications Facilities shall not interfere with the operation of City's electronic equipment, wherever located on the Property, whether existing or installed at some future date, or with the currently existing electronic equipment of any other of City's licensees or tenants located on the Property, or of nearby property owners. If such interference occurs, immediately upon receipt of notice from City of such interference, Company shall promptly take all steps necessary to correct and eliminate the interference at Company's cost. If the interference cannot be eliminated within ten (10) days of Company's receipt of City's written notice, Company shall cease its operations and Company shall not resume its operations until such time as Company has effectively eliminated the interference. If Company is unable to eliminate the interference within a reasonable period of time, Company shall have the option to terminate this Agreement and remove the Communications Facilities from the Premises. Upon such termination, the Company shall forfeit any prepaid rentals but neither party shall have any further rights or obligations hereunder.

c. City makes no warranties or representations regarding Company's exclusive use of the Premises or non-interference with Company's transmission operations or that the Premises or utilities serving the Premises, if any, are fit for Company's intended use and all such warranties and representations are hereby disclaimed. Notwithstanding the above, City agrees that each of its lease or license agreements with other tenants or licensees at the Property shall contain a provision substantially the same as Paragraph 10(b) and that City shall enforce such provision in a nondiscriminatory manner with respect to all of its tenant or licensees.

11. Insurance.

a. General. At all times during the term of this Agreement, Company shall keep in force and effect all insurance policies as outlined below, issued by a company or companies licensed to do business in the state of Wisconsin. Such insurance will be primary. All of Company's contractors and all of their subcontractors who perform work on the Property shall carry, in full force and effect, workers compensation, comprehensive public liability and automobile liability insurance coverages of the type that Company is required to obtain under this paragraph with the same limits. Fifteen (15) days prior to the effective date of the Entry and Testing Agreement and prior to each insurance policy expiration date during the term of this Agreement, Company will furnish City with a Certificate of Insurance. The Certificate shall reference this Agreement and the workers compensation and property insurance waivers of subrogation required by this Agreement. City will be given thirty (30) days advance notice of cancellation or nonrenewal of insurance by the insurance company during the term of this Agreement. City, its council, boards, commissions, agencies, officers, employees and representatives (collectively, "Additional Insureds") shall be named as additional insureds under all of the policies, except business interruption and worker's compensation policies, which shall be so stated on the Certificate of Insurance. All policies, other than worker's compensation, shall be written on an occurrence and not on a claims made basis. All policies may be written with deductibles, not to exceed One Hundred Thousand Dollars (\$100,000.00). Company shall defend, indemnify and hold harmless City and Additional Insureds from and against payment of any deductible and payment of any premium on any policy required under this section.

b. Workers Compensation and Employers' Liability Insurance. Statutory workers compensation benefits and employers' liability insurance with a limit of liability no less than \$100,000 each accident. Company will require subcontractors and others not protected under its insurance to take out and maintain such insurance.

c. Commercial General Liability Insurance. Policy will be written to provide coverage for, but not limited to, the following premises and operations, products and completed operations, personal injury, blanket contractual coverage, broad form property damage, independent contractor's coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities (commonly known as XCU coverage). Limits of liability not less than \$1,000,000 general aggregate, \$1,000,000 products/completed operations aggregate, \$1,000,000 personal injury, \$1,000,000 each occurrence.

d. Automobile Liability Insurance. Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limits of liability not less than \$1,000,000 each occurrence, \$1,000,000 aggregate.

e. Builder's Risk Insurance. At the start of and during the period of any construction, builders all risk insurance, together with an installation floater or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation of the Communications Facilities. Upon completion of the installation of the Communications Facilities, Company shall substitute for the foregoing insurance the policy specified under Paragraph 10(h).

f. Umbrella Liability Insurance. Coverage to be in excess of employers' liability, commercial general liability, and automobile liability insurance required above. Limits of liability not less than \$10,000,000 each occurrence, \$10,000,000 aggregate.

The aforesaid limits of liability may be increased or decreased by mutual consent of the parties, which consent will not be unreasonably withheld by either party, in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the passage of state, federal or other governmental compensation plans, or laws which would materially increase or decrease City's or Company's exposure to risk.

g. Worker's Compensation Waiver of Subrogation. City shall not be liable to Company, Company's contractors or their subcontractors, for any injuries to Company's employees or those of its contractors or their subcontractors arising out of or in connection with this Agreement including any and all work of any type performed upon the Premises or Property, including injuries arising during equipment installation, alteration, modification, improvement, maintenance, repair, replacement, or use, or ingress or egress to or from the Property unless caused by the intentional acts or omissions or negligence of City or any of its employees or agents.

Except as set forth above, Company and Company's contractors and their subcontractors shall each waive any and all rights of recovery from City for worker's compensation claims made by their respective employees and will obtain such waiver from their worker's compensation insurer. Company, for itself and its contractors and their subcontractors, agrees that the indemnification and hold harmless provisions within this Agreement extends to any such claims brought by or on behalf of any employee of Company, any contractor of Company or their subcontractors.

h. Property Insurance. Each party will be responsible for maintaining property insurance on its own buildings and other improvements, including all equipment, fixtures, utility structures, fencing, or support systems that may be built or placed upon the Property to fully protect against hazards of fire, vandalism and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as "extended coverage" insurance. Alternatively, each party may elect to self-insure against such exposures.

12. Damage or Destruction of Structure. If any City-owned Structure is destroyed or damaged, in no way due to the act or inaction of Company, to an extent that in the sole judgment of Company, materially and substantially limits Company's effective use of the Communications Facilities, Company may terminate this Agreement by giving written notice to City. Whether or not Company terminates this Lease, Company's rental payments shall be pro-rated for that year as of the date that the Structure becomes unusable and the pro-rated amount shall be promptly returned to Company. In the event that Company does not elect to terminate this Agreement and City restores the Structure, Company's payments hereunder shall resume on the date that the Structure is first available for Company's use. Regardless of any other provisions contained in this Agreement, City shall have no obligation to rebuild or restore any part of the Structure in the event of any such damage or destruction.

13. Indemnification. Company shall defend, indemnify and hold harmless City and all associated, affiliated, allied and subsidiary entities of City, whether existing now or in the future, and their respective officials, officers, departments, agencies, counties, boards, representatives, employees, agents, contractors and attorneys (collectively, "Indemnified Parties") against any and all liability, claims, costs, damages, expenses, demands, lawsuits or disputes (including reasonable attorney fees and other costs and expenses of litigation) arising in any way from: (i) any condition, occurrence or accident upon the Property which causes injury or illness to any person or persons whomsoever or to any property whatsoever, arising in any way from the installation, presence, operation, maintenance or removal of the Communications Facilities, unless caused by the intentional acts or omissions or negligence of City or its employees or agents; (ii) work, labor, material or supplies provided or supplied to Company, its contractors or subcontractors, for the installation, construction, operation, maintenance or use of the Premises or Communications Facilities, including any claim or lien arising therefrom; and (iii) Company's breach of any warranty, representation or other provision of this Agreement. This indemnification language specifically includes, among other things, any and all liability related to or associated with exposure to electromagnetic fields or radio frequencies.

14. Environmental. Company represents and warrants that its use of the Premises will not generate any hazardous substances and that it will not unlawfully store or in any manner dispose on the Property or unlawfully transport to the Property any hazardous substances and that its Communications Facilities do not constitute or unlawfully contain and will not generate any hazardous substance, hazardous facility, hazardous waste, pollutant, or contaminant as any of those may be defined under federal, state, or local laws. Company further represents and warrants that, except for batteries used to power generators and other equipment, in the event of breakage, leakage, incineration or other disaster, its Communications Facilities would not release such hazardous wastes or substances. Company shall defend, indemnify and hold harmless City from and against any and all liability, loss, cost, damage, and expense, including reasonable attorneys' fees arising from or due to the release, threatened release, storage or discovery of any such hazardous wastes or substances caused by the Company.

15. Taxes, No Liens. Company shall pay and be responsible for any and all personal and real estate taxes and assessments, general and special, levied and assessed against, or with respect to, or measured by, the Premises and the Communications Facilities. If any sales, use, income or other tax is ever assessed or levied against the annual rentals or other charges payable by Company under this Agreement or that otherwise relates in any way to this Agreement, Company shall pay that tax upon demand by City. Company shall not do anything which might cause or result in and shall not permit the filing of a lien against any part of the Property, whether filed against City or Company.

16. Assumption of Risk. Company undertakes and assumes for its officers, agents, affiliates, contractors and subcontractors and employees, all risk of dangerous conditions, if any, on or about the Property.

17. Limitations. No provision of this Agreement is intended, or shall be construed, to be a waiver for any purpose by City of the provisions of Section 893.80 of the Wisconsin Statutes or other applicable limits on municipal liability. No indemnification provision contained in this Agreement shall be construed to in any way limit any other indemnification provision contained in this Agreement.

18. Default. Company shall be deemed in default hereunder upon occurrence of any of the following events: (i) Company defaults in the payment of the annual rentals or any other sums to City when due, and does not cure that default within fifteen (15) days; (ii) Company defaults in the performance of any other term of this Agreement or any other agreement between Company and City and does not cure that default within thirty (30) days after written notice thereof by City; provided that such period shall be extended as reasonably necessary in the event that Company is proceeding in good faith with due diligence to cure such default but is unable to do so within thirty (30) days; (iii) Company abandons or permanently vacates the Premises; (iv) Company files for relief under federal bankruptcy laws or makes any assignment for the benefit of creditors; or (v) Company becomes insolvent.

19. Remedies on Default. In the event of any default by Company, City may, in addition to any other remedy it may have under law, serve a written notice upon Company that City elects to terminate this Lease upon a specified date not less than ten (10) calendar days after the date of serving such notice, and this Lease shall expire on the date so specified as if that date had been originally fixed as the expiration date of the term granted herein. In the event this Lease is so terminated, Company shall immediately pay City a sum of money equal to the total of: (i) the unpaid consideration accrued through the date of termination; (ii) all consideration reserved for the balance of the current five (5) year term of this Agreement (as if the term had not expired as a result of termination); and (iii) all other amounts necessary to compensate City for damages caused by Company's failure to perform. Company shall not be released from any liability for the annual rentals fee hereunder by reason of City's repossession of the Premises or by City's taking any other legal proceedings available to it upon such default, nor shall a termination of this Agreement

following a default release Company from liability for the payment of the annual rentals as herein provided.

20. Termination of License.

a. Company may terminate this Agreement at any time after the Commencement Date and during the term hereof by providing written notice to City in the event that: (i) any license, permit or other governmental approval or authority is canceled, expires or is withdrawn or terminated and Company is no longer authorized to operate its Communication Facilities from the Premises; (ii) due to changes in technology or other events beyond Company's control, Company is no longer able to utilize the Premises for its Communication Facilities; (iii) Section 10(b), above, is applicable; (iv) City commits a material default of its obligations pursuant to this Agreement and City fails to cure such default within thirty (30) days of written notice from Company or within a reasonable extended period of time in the event that City is in good faith proceeding to cure the default with due diligence but is unable to do so within thirty (30) days; or (v) Section 12, above, is applicable. Upon notice of termination pursuant to (i), (ii) or (iii) above, all prepaid license fees shall be retained by City but all further rights and obligations of the parties hereunder shall terminate as of the effective date of Company's notice. Upon a notice of termination pursuant to (iv) or (v) above, Company shall be entitled to a refund of any prepaid license fees as of the effective date of Company's notice and shall have no further rights or obligations hereunder.

b. City may terminate this Agreement at any time after the Commencement Date and during the term of this Agreement by providing written notice to Company in the event that: (i) Section 19, above, is applicable; (ii) City determines that the Property is needed for a special purpose by City or any of its bureaus or departments, which special purpose would exclude Company's Communications Facilities and all other similar uses by any party other than City itself, and City provides Company with six (6) months advance written notice of such termination; (iii) City determines that any Structure to which any of the Company's Communications Facilities are attached, is structurally unsound, is no longer necessary to service the residents of the City or otherwise must be abandoned for any reason, within the City's sole discretion; provided that the City actually dismantles the Structure within six (6) months of such a determination and that Company is permitted to continue to use the Structure in connection with its Communications Facilities until it is dismantled. In the event of a termination by City pursuant to (ii) or (iii) above, Company shall be entitled to a refund of any prepaid license fees and shall have no further rights or obligations hereunder from the date that Company becomes unable to use the Premises for its Communications Facilities.

21. Removal of Communications Facilities.

a. Upon termination or expiration of this Agreement for any reason, Company shall at its expense, promptly and diligently remove all of the Communications Facilities and any other personal property installed in or on the Premises, as reasonably directed by the City, and leave the Premises in the same or better condition as existed prior to the date of this Agreement, reasonable wear and tear excepted.

b. Company shall provide to City prior to the Commencement Date of this Agreement a performance bond, in the amount of Ten Thousand Dollars (\$10,000). The performance bond will be renewed as necessary, to ensure that the Communications Facilities will be removed and the Premises restored at termination or expiration of this Agreement. The City will be named as the obligee in the bond and must approve the bonding Company.

22. No Nuisances. Company shall not perform any acts or carry on any practices upon the Premises which may endanger or injure the Premises, Property, or surrounding area or any person or be a nuisance or menace to adjoining property owners and shall keep the Premises free and clear of debris, rubbish, junk and garbage.

23. Assignment. Company may assign this Lease Agreement at any time, without prior consent of City and without remaining primarily obligated hereunder, to any party controlling, controlled by or under control with the Company or to any party which acquires substantially all of the Company's assets; provided that such successor company shall have a financial net worth which equals or exceeds the Company's at the time of such assignment. Except as set forth above, this Lease Agreement may not be assigned by Company without City's prior written consent. No such assignment shall relieve Company of any obligations hereunder.

25. Regulatory Filings. Upon City's request, Company shall provide City with copies of all petitions, applications, reports and communications submitted by Company to the FCC, FAA or any other federal or state regulatory commission or agency having jurisdiction in respect to any matter affecting this Lease or Company's operation of its Communications Facilities.

26. Notices. Except as provided in Paragraph 9(c) above, all notices hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

If to City, to:            CITY MANAGER  
                                  312 W. WHITEWATER ST  
                                  WHITEWATER, WI 53190

If to Company, to: Sprint Spectrum L.P.  
 1233 North Mayfair Road  
 Suite 301  
 Milwaukee, Wisconsin 53226  
 Attn: Engineering and Operations Director

With a copy to: Sprint Spectrum L.P.  
 Business Law Group  
 4900 Main Street, 12th Floor  
 Kansas City, Missouri 64112  
 Attn: General Counsel

27. Power Density. Company agrees that at all times the power density level emitted from the Communications Facilities shall not exceed the American National Standards Institute's ("ANSI") "Safety Levels with respect to Human Exposure to Radio Frequency Electromagnetic Fields" as set forth in the current ANSI standard (ANSI/IEEE C. 95.1-1992 or any ANSI standard which supersedes this standard), any other applicable rules or regulations of the FCC or other local, state or federal laws or regulations.

28. Survival of Provisions. All indemnification obligations of Company under this Agreement, including Paragraphs 11, 13 and 14, shall survive the expiration or earlier termination of this Agreement.

29. Subordination. Company agrees that this Agreement shall be subject and subordinate to any and all mortgages, including all extensions, renewals, amendments, and supplements thereto now or hereafter affecting any part of the Property. Company agrees to execute and deliver promptly any instrument requested by City or any mortgagee or trustee to further confirm the subordination of this Agreement to a particular mortgage; provided that such agreement contains reasonable consent and attornment provisions to guaranty Company's continued right to use the Premises in accordance with this Agreement in the event that the mortgagee or trustee takes control of the Property.

30. Estoppel Certificate. Company shall, at any time and from time to time upon not less than ten (10) days prior request by City, deliver to City a statement in writing certifying to the extent true that: (i) this Agreement is unmodified and in full force (or if there have been modifications, that the Agreement is in full force as modified and identifying the modifications); (ii) the dates to which the Lease fee and other charges hereunder have been paid; (iii) so far as the person making the certificate knows, City is not in default under any provisions of this Agreement; and (iv) such other matters as City may reasonably request.

31. No Limitation on Authority. Nothing contained in this Agreement shall limit or interfere with or be construed to limit or interfere with any of City's rights or powers, including City's authority in enforcement of its municipal ordinances, including its zoning code.

32. Memorandum of Agreement. The parties hereby agree to execute and record a short form memorandum of this Agreement outlining the basic provisions of this Agreement relating to the initial term, the Company's renewal options and access rights and such other basic terms mutually agreed upon by the parties.

33. Reasonable Approval. Except where the terms of this Agreement specifically provide that an approval may be made within the sole discretion of either party, in each case where the approval of either party is required pursuant to the provisions of this Agreement, such approval shall not be unreasonably withheld, conditioned or delayed.

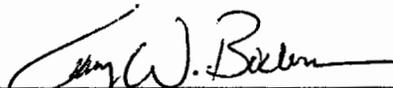
35. Applicable Law and Severability. This Agreement and any interpretation thereof shall be ruled by the internal laws (not merely choice of law provisions) of the State of Wisconsin. If it should be determined by a court of competent jurisdiction that any of the terms hereof are in conflict with any rule of law or statutory provision of the State of Wisconsin, then the term(s) of this Agreement which so conflict with the law of Wisconsin shall be deemed inoperative and null and void, and shall be deemed modified to conform to such rule of law, all without invalidating any of the remaining provisions of this Agreement or the enforceability thereof.

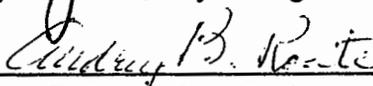
36. Miscellaneous. This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Agreement must be in writing and executed by both parties. Company and City represent that each has full right, power and authority to sign this Agreement.

37. Reimbursement of Costs. Company shall, on demand, reimburse City for all reasonable costs and expenses of any type City incurs in connection with the negotiation and execution of this Agreement, or any City approval required hereunder, including engineering, legal, and other consulting fees, in a maximum amount of \$\_500.00\_\_\_\_\_.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date and year first written above.

CITY: City of \_WHITEWATER\_

By:  6-18-99  
Gary W. Boden, City Manager Date

By:  6-18-99  
Audrey B. Route, City Clerk Date

COMPANY: Sprint Spectrum L.P.

By: James J. Meyer

8/3/99  
Date

Title: DIRECTOR OF SITE DEVELOPMENT

**LIST OF EXHIBITS**

- Exhibit A            Legal Description of the Property
- Exhibit B            Plans and Specifications for the Communications Facilities
- Exhibit C            Site Plan or Survey of the Premises
- Exhibit D            “As Built” Drawings (to be attached within 30 days after installation of the Communications Facilities)

# EXHIBIT A LEGAL DESCRIPTION

CITY OF I  
A  
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S  
/A 3180001 6461  
CITY OF WHITEWATER LOT 1 CERT SURVEY NO. 318  
WHITEWATER WI 53190 RECORDED IN VOL 2 CS  
*Water Tower* PG 90 W.C.R. SW 1/4 NE  
1/4 SEC 4 T 4 N R 15 E  
CITY OF  
WHITEWATER OUT  
OF WUP 24A

EXHIBIT B & C  
SEE ATTACHED DRAWINGS



# Public Works Agenda Item

Meeting Date:	June 11, 2024
Agenda Item:	Compost Site Days/Hours
Staff Contact (name, email, phone):	Brad Marquardt, <a href="mailto:bmarguardt@whitewater-wi.gov">bmarguardt@whitewater-wi.gov</a> , 262-473-0139

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

Councilperson Hicks asked for a review of days/hours of operation of the Compost Site. Currently, the site is open on Wednesdays from 3:00 pm to 7:00 pm (2:00 – 6:00 later in the fall) and on Saturdays from 8:00 am to 2:00 pm. The number of weeks vary, depending on weather, but it is usually open for around 30 weeks. Hicks was thinking, to make it more accommodating, a suggestion would be to open it three (3) days a week, such as Monday, Wednesday and Saturday or Tuesday, Thursday, and Saturday. Or, could it be opened daily with the use of cameras and license plate readers.

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

N/A

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

The compost attendant is a seasonal position currently paying \$14.00 per hour.

**STAFF RECOMMENDATION**

Staff is open to discussion and does not have any recommendation at this time.

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

- N/A



# Public Works Agenda Item

Meeting Date:	June 11, 2024
Agenda Item:	Compliance Maintenance Annual Report
Staff Contact (name, email, phone):	Brad Marquardt, <a href="mailto:bmarguardt@whitewater-wi.gov">bmarguardt@whitewater-wi.gov</a> , 262-473-0139

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

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

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

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

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

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

N/A

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

N/A

**STAFF RECOMMENDATION**

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

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

1. 2023 eCMAR
2. 2023 WDNR Resolution

# Compliance Maintenance Annual Report

Whitewater Wastewater Treatment Facil

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

## Influent Flow and Loading

### 1. Monthly Average Flows and BOD Loadings

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

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

### 2. Maximum Monthly Design Flow and Design BOD Loading

#### 2.1 Verify the design flow and loading for your facility.

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

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

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

3

# Compliance Maintenance Annual Report

Whitewater Wastewater Treatment Facil

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

3. Flow Meter

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

- Yes Enter last calibration date (MM/DD/YYYY)
- 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
<input checked="" type="radio"/> Yes	<input checked="" type="radio"/> Yes	<input checked="" type="radio"/> Yes
<input type="radio"/> No	<input type="radio"/> No	<input type="radio"/> No

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

Septic Tanks

- Yes  gallons
- No

Holding Tanks

- Yes  gallons
- No

Grease Traps

- Yes  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.

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.?

# Compliance Maintenance Annual Report

Whitewater Wastewater Treatment Facil

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

Yes  
 No

If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the facility from the discharge of hauled industrial wastes.

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

<b>Total Points Generated</b>	3
<b>Score (100 - Total Points Generated)</b>	97
<b>Section Grade</b>	<b>A</b>

# Compliance Maintenance Annual Report

Whitewater Wastewater Treatment Facility

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

## Effluent Quality and Plant Performance (BOD/CBOD)

### 1. Effluent (C)BOD Results

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

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

\* Equals limit if limit is  $\leq 10$

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

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

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

### 2. Flow Meter Calibration

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

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

No

If No, please explain:

### 3. Treatment Problems

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

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

# Compliance Maintenance Annual Report

Whitewater Wastewater Treatment Facil

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

4. Other Monitoring and Limits

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

Yes

No

If Yes, please explain:

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

Yes

No

If Yes, please explain:

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

Yes

No

N/A

Please explain unless not applicable:

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

# Compliance Maintenance Annual Report

Whitewater Wastewater Treatment Facility

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

## Effluent Quality and Plant Performance (Total Suspended Solids)

### 1. Effluent Total Suspended Solids Results

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

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

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?

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

# Compliance Maintenance Annual Report

Whitewater Wastewater Treatment Facil

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

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

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?

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

# Compliance Maintenance Annual Report

Whitewater Wastewater Treatment Facility

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

## Effluent Quality and Plant Performance (Phosphorus)

### 1. Effluent Phosphorus Results

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

Outfall No. 001	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
January	1	0.124	1	0
February	.4	0.104	1	0
March	.4	0.262	1	0
April	.4	0.207	1	0
May	.4	0.097	1	0
June	.4	0.263	1	0
July	.4	0.151	1	0
August	.4	0.116	1	0
September	.4	0.100	1	0
October	.4	0.083	1	0
November	.4	0.087	1	0
December	.4	0.124	1	0
Months of Discharge/yr			12	
<b>Points per each exceedance with 12 months of discharge:</b>				<b>10</b>
Exceedances				0
<b>Total Number of Points</b>				<b>0</b>

0

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

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

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

N/A

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

# Compliance Maintenance Annual Report

Whitewater Wastewater Treatment Facil

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

## Biosolids Quality and Management

### 1. Biosolids Use/Disposal

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

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

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

1.1.1 If you checked Other, please describe:

### 2. Land Application Site

2.1 Last Year's Approved and Active Land Application Sites

2.1.1 How many acres did you have?

3381 acres

2.1.2 How many acres did you use?

90 acres

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

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

- Yes (30 points)
- No

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

- Yes
- No (10 points)
- N/A

### 3. Biosolids Metals

Number of biosolids outfalls in your WPDES permit:

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

#### Outfall No. 002 - Liquid Sludge

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

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

Exceedence Points

- 0 (0 Points)

# Compliance Maintenance Annual Report

Whitewater Wastewater Treatment Facility

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

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

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

Yes (40 Points)

No

If yes, what action was taken?

0

5. Vector Attraction Reduction (per outfall):

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

# Compliance Maintenance Annual Report

**Whitewater Wastewater Treatment Facil**

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

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

# Compliance Maintenance Annual Report

Whitewater Wastewater Treatment Facil

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

## Staffing and Preventative Maintenance (All Treatment Plants)

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

# Compliance Maintenance Annual Report

Whitewater Wastewater Treatment Facil

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Poor  
Describe your rating:

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

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

# Compliance Maintenance Annual Report

Whitewater Wastewater Treatment Facil

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

## 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

# Compliance Maintenance Annual Report

Whitewater Wastewater Treatment Facil

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

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

# Compliance Maintenance Annual Report

Whitewater Wastewater Treatment Facil

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

## Financial Management

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

# Compliance Maintenance Annual Report

Whitewater Wastewater Treatment Facil

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

\$ 0.00

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

\$ 2,277,537.00

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

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

ERF not used in 2023.

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

0

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

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

- Yes
- No

If No, please explain.

## 4. Future Planning

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

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

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

## 5. Financial Management General Comments

## ENERGY EFFICIENCY AND USE

### 6. Collection System

#### 6.1 Energy Usage

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

#### **COLLECTION SYSTEM PUMPAGE: Total Power Consumed**

Number of Municipally Owned Pump/Lift Stations:

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Whitewater Wastewater Treatment Facil

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

6.1.2 Comments:

## 6.2 Energy Related Processes and Equipment

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

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

6.2.2 Comments:

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

- No
- Yes

Year:

By Whom:

Describe and Comment:

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Whitewater Wastewater Treatment Facility

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## 6.4 Future Energy Related Equipment

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

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

## 7. Treatment Facility

### 7.1 Energy Usage

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

#### TREATMENT PLANT: Total Power Consumed/Month

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

7.1.2 Comments:

### 7.2 Energy Related Processes and Equipment

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

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

# Compliance Maintenance Annual Report

Whitewater Wastewater Treatment Facil

Last Updated: Reporting For:  
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Other:

7.2.2 Comments:

## 7.3 Future Energy Related Equipment

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

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

## 8. Biogas Generation

8.1 Do you generate/produce biogas at your facility?

No

Yes

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

Flared Off

Building Heat

Process Heat

Generate Electricity

Other:

## 9. Energy Efficiency Study

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

No

Yes

Entire facility

Year:

By Whom:

Describe and Comment:

Part of the facility

Year:

2003

By Whom:

WI Focus on Energy

Describe and Comment:

Anaerobic Digester Methane to Energy - A Statewide Assessment

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<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

# Compliance Maintenance Annual Report

Whitewater Wastewater Treatment Facility

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## Sanitary Sewer Collection Systems

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

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

- Yes
- No

If No, explain:

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

- Yes
- No (30 points)
- N/A

If No or N/A, explain:

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

- Goals [NR 210.23 (4)(a)]

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

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

Did you accomplish them?

- Yes
- No

If No, explain:

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

- Organization [NR 210.23 (4) (b)]

Does this chapter of your CMOM include:

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

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

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

Sewer Use Ordinance

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

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

- Private property inflow and infiltration
- New sewer and building sewer design, construction, installation, testing and inspection
- Rehabilitated sewer and lift station installation, testing and inspection
- Sewage flows satellite system and large private users are monitored and controlled, as necessary
- Fat, oil and grease control
- Enforcement procedures for sewer use non-compliance

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

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

- Equipment and replacement part inventories

# Compliance Maintenance Annual Report

Whitewater Wastewater Treatment Facil

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

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

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

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

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

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:

0

## 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 style="width: 50px;" type="text" value="33"/>	% of system/year
Root removal	<input style="width: 50px;" type="text" value="1"/>	% of system/year
Flow monitoring	<input style="width: 50px;" type="text" value="0"/>	% of system/year
Smoke testing	<input style="width: 50px;" type="text" value="0"/>	% of system/year
Sewer line televising	<input style="width: 50px;" type="text" value="0"/>	% of system/year
Manhole inspections	<input style="width: 50px;" type="text" value="34"/>	% of system/year
Lift station O&M	<input style="width: 50px;" type="text" value="60"/>	# per L.S./year
Manhole rehabilitation	<input style="width: 50px;" type="text" value="0"/>	% of manholes rehabbed
Mainline rehabilitation	<input style="width: 50px;" type="text" value="1"/>	% of sewer lines rehabbed

Private sewer inspections

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

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

### 3. Performance Indicators

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

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

3.2 Performance ratios for the past year:

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

### 4. Overflows

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

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

# Compliance Maintenance Annual Report

Whitewater Wastewater Treatment Facil

Last Updated: Reporting For:  
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**What actions were taken, or are underway, to reduce or eliminate SSO or TFO occurrences in the future?**

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

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

5. Infiltration / Inflow (I/I)

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

- Yes
- No

If Yes, please describe:

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

- Yes
- No

If Yes, please describe:

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

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

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

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

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

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

# Compliance Maintenance Annual Report

Whitewater Wastewater Treatment Facility

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

## 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
<b>TOTALS</b>			<b>37</b>	<b>148</b>
<b>GRADE POINT AVERAGE (GPA) = 4.00</b>				

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)

# Compliance Maintenance Annual Report

Whitewater Wastewater Treatment Facil

Last Updated: Reporting For:  
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## Resolution or Owner's Statement

Name of Governing Body or Owner:	<input style="width: 95%;" type="text"/>
Date of Resolution or Action Taken:	<input style="width: 95%;" type="text"/>
Resolution Number:	<input style="width: 95%;" type="text"/>
Date of Submittal:	<input style="width: 95%;" type="text"/>
<b>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):</b>	
Influent Flow and Loadings: Grade = A	<input style="width: 95%;" type="text"/>
Effluent Quality: BOD: Grade = A	<input style="width: 95%;" type="text"/>
Effluent Quality: TSS: Grade = A	<input style="width: 95%;" type="text"/>
Effluent Quality: Ammonia: Grade = A	<input style="width: 95%;" type="text"/>
Effluent Quality: Phosphorus: Grade = A	<input style="width: 95%;" type="text"/>
Biosolids Quality and Management: Grade = A	<input style="width: 95%;" type="text"/>
Staffing: Grade = A	<input style="width: 95%;" type="text"/>
Operator Certification: Grade = A	<input style="width: 95%;" type="text"/>
Financial Management: Grade = A	<input style="width: 95%;" type="text"/>
Collection Systems: Grade = A (Regardless of grade, response required for Collection Systems if SSOs were reported)	<input style="width: 95%;" type="text"/>
<b>ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS</b> (Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00) <b>G.P.A. = 4.00</b>	
<input style="width: 95%;" type="text"/>	



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

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

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

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

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

Adopted the 18th of June, 2024

Ayes:

Noes:

Absent:

\_\_\_\_\_  
John Weidl, City Manager

\_\_\_\_\_  
Heather Boehm, City Clerk

	<h2>Public Works Agenda Item</h2>
<b>Meeting Date:</b>	June 11, 2024
<b>Agenda Item:</b>	MS4 Annual Report
<b>Staff Contact (name, email, phone):</b>	Brad Marquardt, <a href="mailto:bmarquardt@whitewater-wi.gov">bmarquardt@whitewater-wi.gov</a> , 262-473-0139

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

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.

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

N/A

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

N/A

**STAFF RECOMMENDATION**

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

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

1. 2023 MS4 Annual Report

# Submittal of Annual Reports and Other Compliance Documents for Municipal Separate Storm Sewer System (MS4) Permits

Item 7.

NOTE: Missing or incomplete fields are highlighted at the bottom of each page. You may save, close and return to your draft permit as often as necessary to complete your application. After 120 days your draft is **deleted**.

Form 3400-224(R8/2021)

## Reporting Information :

Will you be completing the Annual Report or other submittal type?  Annual Report  Other

**Project Name:** 2023 Annual Report

**County:** Walworth

**Municipality:** Whitewater, City

**Permit Number:** S050075

**Facility Number:** 31439

**Reporting Year:** 2023

Is this submittal also satisfying an Urban Nonpoint Source Grant funded deliverable?  Yes  No

## Required Attachments and Supplemental Information

Please complete the contents of each tab to submit your MS4 permit compliance document. The information included in this checklist is necessary for a complete submittal. A complete and detailed submittal will help us review about your MS4 permit document. To help us make a decision in the shortest amount of time possible, the following information must be submitted:

### Annual Report

- Review related web site and instructions for [Municipal storm water permit eReporting](#) [Exit Form]
- Complete all required fields on the annual report form and upload required attachments
- Attach the following other supporting documents as appropriate using the attachments tab above
  - Public Education and Outreach Annual Report Summary
  - Public Involvement and Participation Annual Report Summary
  - Illicit Discharge Detection and Elimination Annual Report Summary
  - Construction Site Pollution Control Annual Report Summary
  - Post-Construction Storm Water Management Annual Report Summary
  - Pollution Prevention Annual Report Summary
    - Leaf and Yard Waste Management
    - Municipal Facility (BMP) Inspection Report
    - Municipal Property SWPPP
    - Municipally Property Inspection Report
    - Winter Road Maintenance
  - Storm Sewer Map Annual Report Attachment
  - Storm Water Quality Management Annual Report Attachment
  - TMDL Attachment
  - Storm Water Consortium/Group Report

- Municipal Cooperation Attachment
- Other Annual Report Attachment

- Attach the following permit compliance documents as appropriate using the attachments tab above
  - Storm Water Management Program
    - Public Education and Outreach Program
    - Public Involvement and Participation Program
    - Illicit Discharge Detection and Elimination Program
    - Construction Site Pollutant Control Program
    - Post-Construction Storm Water Management Program
    - Pollution Prevention Program
      - Municipal Storm Water Management Facility (BMP) Inventory
      - Municipal Storm Water Management Facility (BMP) Inspection and Maintenance Plan
  - Total Maximum Daily Load documents (*\*if applicable, see permit for due dates.*)
    - TMDL Mapping\*
    - TMDL Modeling\*
    - TMDL Implementation Plan\*
    - Fecal Coliform Screening Parameter \*
    - Fecal Coliform Inventory and Map (*S050075-03 general permittees Appendix B B.5.2 – document due to the department by March 31, 2022*)
    - Fecal Coliform Source Elimination Plan (*S050075-03 general permittees Appendix B - document due to the department by October 31, 2023*)
- Sign and Submit form

**Municipal Contact Information- Complete**

**Notice:** Pursuant to s. NR 216.07(8), Wis. Adm. Code, an owner or operator of a Municipal Separate Storm Sewer System (MS4) is required to submit an annual report to the Department of Natural Resources (Department) by March 31 of each year to report on activities for the previous calendar year ("reporting year"). This form is being provided by the Department for the user's convenience for reporting on activities undertaken in each reporting year of the permit term. Personal information collected will be used for administrative purposes and may be provided to the extent required by Wisconsin's Open Records Law [ss. 19.31-19.39, Wis. Stats.].

**Note:** Compliance items must be submitted using the Attachments tab.

**Municipality Information**

<b>Name of Municipality</b>	Whitewater, City
<b>Facility ID # or (FIN):</b>	31439
<b>Updated Information:</b>	<input type="checkbox"/> Check to update mailing address information
<b>Mailing Address:</b>	<input type="text" value="312 W Main Street"/>
<b>Mailing Address 2:</b>	<input type="text"/>
<b>City:</b>	<input type="text" value="Whitewater, City"/>
<b>State:</b>	WI
<b>Zip Code:</b>	<input type="text" value="53190"/> xxxxx or xxxxx-xxxx

**Primary Municipal Contact Person (Authorized Representative for MS4 Permit)**

The "Authorized Representative" or "Authorized Municipal Contact" includes the municipal official that was charged with compliance and oversight of the permit conditions, and has signature authority for submitting permit documents to the Department (i.e., Mayor, Municipal Administrator, Director of Public Works, City Engineer).

Select to **create new** primary contact

<b>First Name:</b>	<input type="text" value="Brad"/>
<b>Last Name:</b>	<input type="text" value="Marquardt"/>

Select to **update** current contact information

<b>Title:</b>	<input type="text" value="Public Works Director"/>	
<b>Mailing Address:</b>	<input type="text" value="312 West Whitewater St"/>	
<b>Mailing Address 2:</b>	<input type="text"/>	
<b>City:</b>	<input type="text" value="Whitewater"/>	
<b>State:</b>	WI	
<b>Zip Code:</b>	<input type="text" value="53190"/> xxxxx or xxxxx-xxxx	
<b>Phone Number:</b>	<input type="text" value="262-473-0139"/>	Ext: <input type="text"/> xxx-xxx-xxxx
<b>Email:</b>	<input type="text" value="bmarquardt@whitewater-wi.gov"/>	

**Additional Contacts Information (Optional)**

- I&E Program
- IDDE Program
- IDDE Response Procedure Manual

**Individual with responsibility for:  
(Check all that apply)**

- Municipal-wide Water Quality Plan
- Ordinances
- Pollution Prevention Program
- Post-Construction Program
- Winter roadway maintenance

**First Name:**

**Last Name:**

**Title:**

**Mailing Address:**

**Mailing Address 2:**

**City:**

**State:**

**Zip Code:**  xxxxx or xxxxx-xxxx

**Phone Number:**  Ext:  xxx-xxx-xxxx

**Email:**

**Municipal Billing Contact Person (Authorized Representative for MS4 Permit)**

Select to **create new** Billing contact

**First Name:**

**Last Name:**

Select to **update** current contact information

**Title:**

**Mailing Address:**

**Mailing Address 2:**

**City:**

**State:**

**Zip Code:**  xxxxx or xxxxx-xxxx

**Phone Number:**  Ext:  xxx-xxx-xxxx

**Email:**

1. Does the municipality rely on another entity to satisfy some of the permit requirements?  
 Yes  No

- Public Education and Outreach Rock River Storm Group - Creative Marketing Unlimited
- Public Involvement and Participation Rock River Storm Group - Creative Marketing Unlimited
- Illicit Discharge Detection and Elimination Water Resource Associates
- Construction Site Pollutant Control Municipal Zoning and Inspection Services

Post-Construction Storm Water Management Water Resources Associates

Item 7.

Pollution Prevention

2. Has there been any changes to the municipality's participation in group efforts towards permit compliances (i.e., the municipality has added or dropped consortium membership)?

Yes  No

**Minimum Control Measures- Section 1 : Complete**

**1. Public Education and Outreach**

- a. Does MS4 conduct any educational efforts or events independently (not with a group)  Yes  No
- b. How many total educational events were held during the reporting year:
- c. Were any of the public education and outreach delivery mechanisms conducted during the reporting year active or interactive?  Yes  No
- d. Please select all storm water topics, target audiences, and delivery mechanisms used in the reporting year

Public Education and Outreach Delivery Mechanisms (Active and Passive)	
Active/Interactive Mechanisms	Passive Mechanisms
<input checked="" type="checkbox"/> Education activities (school presentations, summer camps) <input checked="" type="checkbox"/> Information booth at event <input checked="" type="checkbox"/> Targeted group training (contractors, consultants, etc.) <input checked="" type="checkbox"/> Government event (public hearing, council meeting) <input checked="" type="checkbox"/> Workshops <input type="checkbox"/> Tours <input checked="" type="checkbox"/> Other: <input style="width: 200px;" type="text" value="Lake Cleanup"/>	<input checked="" type="checkbox"/> Passive print media (brochures at front desk, posters, etc.) <input checked="" type="checkbox"/> Distribution of print media (mailings, newsletters, etc.) via mail or email. <input checked="" type="checkbox"/> Media offerings (radio and TV ads, press release, etc.) <input checked="" type="checkbox"/> Social media posts <input checked="" type="checkbox"/> Signage <input checked="" type="checkbox"/> Website <input checked="" type="checkbox"/> Other: <input style="width: 200px;" type="text"/>

Topics Covered	Target Audience
<input checked="" type="checkbox"/> Illicit discharge detection and elimination <input checked="" type="checkbox"/> Household hazardous waste disposal/pet waste management/vehicle washing <input checked="" type="checkbox"/> Yard waste management/pesticide and fertilizer application <input checked="" type="checkbox"/> Stream and shoreline management <input checked="" type="checkbox"/> Residential infiltration <input checked="" type="checkbox"/> Construction sites and post-construction storm water management <input checked="" type="checkbox"/> Pollution prevention <input checked="" type="checkbox"/> Green infrastructure/low impact development <input checked="" type="checkbox"/> Other: <input style="width: 200px;" type="text" value="Snowmelt Runoff, Vehicle Washing, Fe..."/>	<input checked="" type="checkbox"/> General Public <input checked="" type="checkbox"/> Public Employees <input checked="" type="checkbox"/> Residents <input checked="" type="checkbox"/> Businesses <input checked="" type="checkbox"/> Contractors <input checked="" type="checkbox"/> Developers <input checked="" type="checkbox"/> Industries <input type="checkbox"/> Public Officials <input type="checkbox"/> Other: <input style="width: 200px;" type="text"/>

- e. Will additional information/summary of these education events be attached to the annual report?  Yes  No

If no, please provide additional comment in the brief explanation box below. *Limit response to 250 characters and/or attach supplemental information on the attachments page.*

**Minimum Control Measures - Section 2 : Complete**

Item 7.

**2. Public Involvement and Participation**

a. Permit Activities. Select all of the following topics the Permittee did to engage public participation and involvement.

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
<input type="checkbox"/> MS4 Annual Report <input checked="" type="checkbox"/> Storm Water Management Program <input type="checkbox"/> Storm Water related ordinance <input type="checkbox"/> Other: <input type="text"/>	<input checked="" type="checkbox"/> General Public <input type="checkbox"/> Public Employees <input checked="" type="checkbox"/> Residents <input checked="" type="checkbox"/> Businesses <input type="checkbox"/> Contractors <input type="checkbox"/> Developers <input type="checkbox"/> Industries <input type="checkbox"/> Public Officials <input type="checkbox"/> Other	11-50	<input checked="" type="radio"/> Yes <input type="radio"/> No

b. Volunteer Activities. Select all of the following audiences targeted for volunteer involvement and participation related to storm water.

NA (Individual Permittee)

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
Volunteer Opportunity	<input checked="" type="checkbox"/> General Public <input checked="" type="checkbox"/> Public Employees <input checked="" type="checkbox"/> Residents <input type="checkbox"/> Businesses <input type="checkbox"/> Contractors <input type="checkbox"/> Developers <input type="checkbox"/> Industries <input type="checkbox"/> Public Officials <input type="checkbox"/> Other	51-100	<input checked="" type="radio"/> Yes <input type="radio"/> No

c. Brief explanation on Public Involvement and Participation reporting. *Limit response to 250 characters and/or attach supplemental information on the attachments page.*

**Minimum Control Measures - Section 3 : Complete****3. Illicit Discharge Detection and Elimination**

a. How many total outfalls does the municipality have?

83

b. How many outfalls did the municipality evaluate as part of their routine ongoing field screening program?

45

c. From the municipality's routine screening, how many were

- confirmed illicit discharges?

---

- d. How many illicit discharge complaints did the municipality receive?

---

- e. From the complaints received, how many were confirmed illicit discharges?

---

- f. How many of the identified illicit discharges did the municipality eliminate in the reporting year (from both routine screening and complaints)?

(If the sum of 3.c. and 3.e. does not equal 3.f., please explain below.)

g. What types of regulatory mechanisms does the municipality have available to compel compliance with this program? Check all that are available and how many times each were used in the reporting year.

- Verbal Warning
- Written Warning (including email)
- Notice of Violation
- Civil Penalty/ Citation

Additional Information: \_\_\_\_\_

h. Brief explanation on Illicit Discharge Detection and Elimination reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

**Minimum Control Measures - Section 4 : Complete**

**4. Construction Site Pollutant Control**

- a. How many total construction sites with one acre or more of land disturbing construction activity were active at any point in the reporting year?
- b. How many construction sites with one acre or more of land disturbing construction activity did the municipality issue permits for in the reporting year?
- c. How many erosion control inspections did the municipality complete in the reporting year (at sites with one acre or more of land disturbing construction activity)?

d. What types of regulatory mechanisms does the municipality have available to compel compliance with this program? Check all that are available and how many times each were used in the reporting year.

- Verbal Warning
- Written Warning (including email)
- Notice of Violation
- Civil Penalty/ Citation

- Stop Work Order
- Forfeiture of Deposit
- Other - Describe below

0
0
0

e. Brief explanation on Construction Site Pollutant Control reporting . *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

**Minimum Control Measures - Section 5 : Complete**

**5. Post-Construction Storm Water Management**

a. How many new structural storm water management Best Management Practice (BMP) have received local approval ? 2

\*Engineered and constructed systems that are designed to provide storm water quality control such as wet detention ponds, constructed wetlands, infiltration basins, grassed swales, permeable pavement,

b. Does the MS4 have procedures for inspecting and maintaining private storm water facilities?  Yes  No

c. If Yes, how many privately owned storm water management facilities were inspected in the reporting year ? 33  
Inspections completed by private landowners should be included in the reported number.

d. Does the municipality utilize privately owned storm water management BMP in its pollutant reduction analysis?  Yes  No

e. Does MS4 have maintenance authority on these privately owned BMPs?

f. How many municipally operated (private) storm water management BMPs were inspected in the reporting year? 0

g. What types of enforcement actions does the municipality have available to compel compliance with the regulatory mechanism? Check all that apply and enter the number of each used in the reporting year.

<input checked="" type="checkbox"/> Verbal Warning	0
<input checked="" type="checkbox"/> Written Warning (including email)	0
<input checked="" type="checkbox"/> Notice of Violation	0
<input checked="" type="checkbox"/> Civil Penalty/ Citation	0
<input checked="" type="checkbox"/> Forfeiture of Deposit	0
<input checked="" type="checkbox"/> Complete Maintenance	0

- Bill Responsible Party
- Other - Describe below

0

Item 7.

e. Brief explanation on Post-Construction Storm Water Management reporting . *If marked 'Unsure' on any questions above, justify your reasoning. Limit your response to 250 characters and/or attach supplemental information on the attachments page.*

Form 3400-224 (R8/2021)

**Minimum Control Measures - Section 6 : Complete**

**6. Pollution Prevention**

Storm Water Management Best Management Practice Inspections  Not Applicable

a. Enter the total number of municipally owned or operated (i.e., privately owned BMPs) structural storm water management best management practices. 31

b. How many new municipally owned storm water management best management practices were installed in the reporting year ? 0

c. How many municipally owned (public) storm water management best management practices were inspected in the reporting year? 9

d. What elements are looked at during inspections (250 character limit)?  
 Trash/Debris, Invasive Species, Erosion, Accumulated Sediment, Structural Condition, Embankment, Inlet/Outlet

e. How many of these facilities required maintenance? 8

f. Brief explanation on Storm Water Management Best Management Practice inspection reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Public Works Yards & Other Municipally Owned Properties that require a stormwater pollution prevention plan (SWPPP)\*  Not Applicable

g. How many municipal properties require a SWPPP? 2

h. How many inspections of municipal properties have been conducted in the reporting year? 1

i. Have amendments to the SWPPPs been made?  
 Yes  No

j. If yes, describe what changes have been made. Limit response to 250 characters and/or attach supplemental information on the attachment page:

k.

Brief explanation on Storm Water Pollution Prevention Plan reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Item 7.

\* Any municipally owned property that has the potential to generate stormwater pollution should have a SWPPP. For example, if a municipal property stores compost piles, material storage, yard wastes, etc., outside and can contaminate stormwater runoff—a SWPPP is required.

Collection Services - *Street Sweeping Program*  Not Applicable

- l. Did the municipality conduct street sweeping during the reporting year?  
 Yes  No
- m. If known, how many tons of material was removed?
- n. Does the municipality have a [low hazard exemption](#) for this material?  Yes  No
- o. If street sweeping is identified as a storm water best management practice in the pollutant loading analysis, was street cleaning completed at the assumed frequency?  
 Yes - Explain frequency \_\_\_\_\_  
 No - Explain streets swept 22 times instead of 24 times/yr  
 Not Applicable

Collection Services - *Catch Basin Sump Cleaning Program*  Not Applicable

- p. Did the municipality conduct catch basin sump cleaning during the reporting year?  Yes  No
- q. How many catch basin sumps were cleaned in the reporting year?
- r. If known, how many tons of material was collected?
- s. Does the municipality have a low hazard exemption for this material?  Yes  No
- t. If catch basin sump cleaning is identified as a storm water best management practice in the pollutant loading analysis, was cleaning completed at the assumed frequency?  
 Yes- Explain frequency Average every 2 years  
 No - Explain \_\_\_\_\_  
 Not Applicable

Collection Services - *Leaf Collection Program*  Not Applicable

- u. Does the municipality conduct curbside leaf collection?  Yes  No
- v. Does the municipality notify homeowners about pickup?  Yes  No
- w. Where are the residents directed to store the leaves for collection?  
 Pile on terrace  Pile in street  Bags on terrace  
 Other - Describe \_\_\_\_\_
- x. What is the frequency of collection?

citywide over three weeks

y. Is collection followed by street sweeping?  Yes  No

z. Brief explanation on Collection Services reporting. *Limit response to 250 characters and/or attach supplemental information on the attachments page*

Winter Road Management  Not Applicable

\*Note: We are requesting information that goes beyond the reporting year, answer the best you can.

aa. How many lane-miles of roadway is the municipality responsible for doing snow and ice control? (One mile of a two-way road equals two lane miles.)

ab. Provide amount of de-icing products used by month last winter season?  
Solids (tons) (ex. sand, or salt-sand)

Product	Oct	Nov	Dec	Jan	Feb	Mar
Salt	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="162"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
Sand	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="82"/>	<input type="text" value="0"/>

Liquids (gallons) (ex. brine)

	Oct	Nov	Dec	Jan	Feb	Mar
Brine	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="2830"/>	<input type="text" value="9035"/>	<input type="text" value="3835"/>	<input type="text" value="0"/>

ac. Was salt applying machinery calibrated in the reporting year?  Yes  No

ad. Have municipal personnel attended salt reduction strategy training in the reporting year?  Yes  No

Training Date	Training Name	# Attendance
<input type="text" value="10/17/2023"/>	<input type="text" value="Sun Prairie Salt Wise"/>	<input type="text" value="4"/>

ae. Brief explanation on Winter Road Management reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page*

training on salt use and calibration for snow plowing

Internal (Staff) Education & Communication

af. Has the municipality provided an opportunity for internal training or education to staff implementing the municipality's procedures for each of the pollution prevention program element?  Yes  No

If yes, describe what training was provided (250 character limit):

General overview of best practices for BMP's inspection and maintenance

ag. Describe how the municipality has kept the following local officials and municipal staff aware of the municipal storm water discharge permit programs, procedures and pollution prevention program requirements.

Elected Officials

Typically through the Public Works Committee which is comprised of three of the seven alderpersons

Municipal Officials

Updates given during staff meetings and recurring biweekly project meetings

Appropriate Staff ( such as operators, Department heads, and those that interact with public)

Updated at regularly scheduled department morning meetings.

- a. Brief explanation on Internal Education reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

**Minimum Control Measures - Section 7 : Complete**

**7. Storm Sewer System Map**

- a. Did the municipality update their storm sewer map this year?

Yes  No

If yes, check the areas the map items that got updated or changed:

- Storm water treatment facilities
- Storm pipes
- Vegetated swales
- Outfalls
- Other - Describe below

- b. Brief explanation on Storm Sewer System Map reporting. *If you marked Unsure for an question for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

## Final Evaluation - Complete

### Fiscal Analysis

Complete the fiscal analysis table provided below. For municipalities that do not break out funding into permit program elements, please enter the monetary amount to your best estimate of what funding may be going towards these programs.

Annual Expenditure Reporting Year	Budget Reporting Year	Budget Upcoming Year	Source of Funds
-----------------------------------	-----------------------	----------------------	-----------------

**Element:** Public Education and Outreach

35105	40814	41620	<u>Storm water utility</u>
-------	-------	-------	----------------------------

**Element:** Public Involvement and Participation

35105	40814	41620	<u>Storm water utility</u>
-------	-------	-------	----------------------------

**Element:** Illicit Discharge Detection and Elimination

37433	38036	39020	<u>Storm water utility</u>
-------	-------	-------	----------------------------

**Element:** Construction Site Pollutant Control

32508	38036	39020	<u>Storm water utility</u>
-------	-------	-------	----------------------------

**Element:** Post-Construction Storm Water Management

112824	73102	122142	<u>Storm water utility</u>
--------	-------	--------	----------------------------

**Element:** Pollution Prevention

30835	26828	30060	<u>Storm water utility</u>
-------	-------	-------	----------------------------

**Other (describe)**

			<u>Select...</u>
--	--	--	------------------

Please provide a justification for a "0" entered in the Fiscal Analysis. *Limit response to 250 characters.*

### Water Quality

**a:** Were there any known water quality improvements in the receiving waters to which the municipality's storm sewer system directly discharges to?

Yes  No  Unsure      If Yes, explain below:

**b:** Were there any known water quality degradation in the receiving waters to which the municipality's storm sewer system directly discharges to?

Yes  No  Unsure      If Yes, explain below:

c: Have any of the receiving waters that the municipality discharges to been added to the impaired waters list during the reporting year?

Yes  No  Unsure

d: Has the municipality evaluated their storm water practices to reduce the pollutants of concern?

Yes  No  Unsure

### Storm Water Quality Management

a. Has the municipality completed or updated modeling in the reporting year (relating to developed urban area performance standards of s. NR 151.13(2)(b)1., Wis. Adm. Code)?  Yes  No

b. If yes, enter percent reduction in the annual average mass discharging from the entire MS4 to surface waters of the state as compared to implementing no storm water management controls:

Total suspended solids (TSS)

Total phosphorus (TP)

### Status of Total Maximum Daily Loads (TMDLs) Implementation

The permittee Whitewater, City is subject to the following approved TMDLs: Rock River Basin and/or Beaver Dam Lake

The permittee intends to comply with the following permit requirements to show progress towards meeting the TMDL:

**[A.3.1] The Permittee is following the TMDL Compliance Plan, which received department concurrence prior to April 30, 2019.**

The permittee is confirming that all planned efforts are on schedule.

Agree  Disagree

### Additional Information

Based on the municipality's storm water program evaluation, describe any proposed changes to the municipality's storm water program. *If your response exceeds the 250 character limit, attach supplemental information on the attachments page.*

**Requests for Assistance on Understanding Permit Programs**

Would the municipality like the Department to contact them about providing more information on understanding any of the Municipal Separate Storm Sewer Permit programs?

Please select all that apply:

- 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 Water Quality Management
- Storm Sewer System Map
- Water Quality Concerns
- Compliance Schedule Items Due
- MS4 Program Evaluation

## Required Attachments and Supplemental Information

Any other MS4 program information for inclusion in the Annual Report may be attached on here. Use the Add Additional Attachments to add multiple documents.

Upload Required Attachments (15 MB per file limit) - [Help reduce file size and trouble shoot file uploads](#)

\*Required Item

**Note:** To replace an existing file, use the 'Click here to attach file ' link or press the to delete an item.

### Attach - Other Supporting Documents

#### AR EO

 File Attachment

[2023 RRSg Annual Report COMPRESSED.pdf](#)

#### AR EO

 File Attachment

[Monthly Theme Tables for RRSg 2023 Report.pdf](#)

#### AR IP

 File Attachment

[2023 - MS4 Permit Reporting Tables - Volunteer Activities - Clean Up.pdf](#)

#### AR IP

 File Attachment

[2023 - MS4 Permit Reporting Tables - Event Tables \(UPDATED\).pdf](#)

#### AR IDDE

 File Attachment

[StormOutfallReport-City of Whitewater-512023.pdf](#)

#### AR BMPInspSum

 File Attachment

[City of Whitewater Additoonal Public BMP Inspections 2023.pdf](#)

#### AR LeafYardMgmt

 File Attachment

[Leaf TP Credit.pdf](#)

#### AR CSPC

 File Attachment

[2023 Erosion Control Inspection Summary.pdf](#)

#### AR PCSSW

 File Attachment

[2023 Private BPM Inspections.pdf](#)

(To remove items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

Item 7.

## **Attach - Permit Compliance Documents**

(To remove items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

## Sign and Submit Your Application

### Steps to Complete the signature process

1. Read and Accept the Terms and Conditions
2. Press the Submit and Send to the DNR button

**NOTE:** For security purposes all email correspondence will be sent to the address you used when registering your WAMS ID. This may be a different email than that provided in the application. For information on your WAMS account click [HERE](#).

### Terms and Conditions

**Certification:** I hereby certify that I am an authorized representative of the municipality covered under Whitewater, City MS4 Permit for which this annual report or other compliance document is being submitted, and that the information contained in this submittal and all attachments were gathered and prepared under my direction or supervision. Based on my inquiry of the person or persons under my direction or supervision involved in the preparation of this document, to the best of my knowledge, the information is true, accurate, and complete. I further certify that the municipality's governing body or delegated representatives have reviewed or been apprised of the contents of this annual report. I understand that Wisconsin law provides severe penalties for submitting false information.

Signee (must check current role prior to accepting terms and conditions)

- Authorized municipal contact using WAMS ID.
- Delegation of Signature Authority ( Form 3400-220 ) for agent signing on the behalf of the authorized municipal contact.
- Agent seeking to share this item with authorized municipal contact (authorized municipal contact must get WAMS id and complete signature).

**Name:** Brad Marquardt

**Title:** Public Works Director

Authorized Signature.

- I accept the above terms and conditions.

Signed by : i:0#.f|wamsmembership|bmarquardt11 on 2024-03-15T10:15:55

You have already signed and submitted this application to the DNR. Please [contact the Wisconsin DNR](#) for assistance.

After providing the final authorized signature, the system will send an email to the authorized party and any agents. This email will include a copy to the final read only version of this application.



## Public Works Agenda Item

Meeting Date:	June 11, 2024
Agenda Item:	North Side Water Main Special Assessment
Staff Contact (name, email, phone):	Brad Marquardt, <a href="mailto:bmarquardt@whitewater-wi.gov">bmarquardt@whitewater-wi.gov</a> , 262-473-0139

### BACKGROUND

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

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

### PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

At their July 11, 2023, meeting, the Public Works Committee approved the special assessment terms of paying equal installments over five (5) years with no interest accrued. The Common Council awarded the project at their August 15, 2023, meeting.

### FINANCIAL IMPACT

(If none, state N/A)

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

### STAFF RECOMMENDATION

Staff recommends a motion to approve levying the special assessment for the North Side Water Main Project and forward to Council for action on the Resolution.

### ATTACHMENT(S) INCLUDED

(If none, state N/A)

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

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

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

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

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

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

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

**NOW THEREFORE, BE IT RESOLVED,**

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

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

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

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

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

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

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

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

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

Real estate taxes may be paid in full or in two installments (January 31, July 31). Regardless of how real estate taxes are paid, special assessments must be paid on or before January 31, 2025. No payments can be applied to real estate taxes if special assessments are not paid. Section 74.12(11)(a), Wisconsin Statutes, specifically states that if a treasurer receives a payment from a taxpayer which is not sufficient to pay all general property taxes, special assessments and special taxes due, the treasurer shall apply the payment to the amounts due, including interest and penalties, in the following order: (1) personal property taxes; (2) delinquent utility

charges; (3) special charges; (4) special assessments; (5) special taxes; (6) general property taxes.

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

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

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

\_\_\_\_\_  
John Weidl, City Manager

\_\_\_\_\_  
Heather Boehm, City Clerk

# WAIVER OF SPECIAL ASSESSMENT NOTICE AND HEARING

(Under Chapter 66 Wisconsin Statutes)

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

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

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

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

SIGNATURE OF OWNER(S): 

PRINT NAME(S):  
Brian Jongetjes, Pres

DATE: 7/26/2023

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

**WAIVER OF  
SPECIAL ASSESSMENT NOTICE AND HEARING**  
(Under Chapter 66 Wisconsin Statutes)

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

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

SIGNATURE OF OWNER(S):  


PRINT NAME(S):  
John S. Uebel

DATE:  
25 July 2023

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



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

### MINUTES

#### 1. Call to order and roll call.

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

Present: Gerber, Allen, Stone

Others: Marquardt

#### 2. Approval of minutes from June 13, 2023

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

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

#### 3. Hearing of Citizen Comments

No hearing of citizens comments at that time.

#### 4. New Business

##### a. Discussion and Possible Action regarding sidewalk replacement program.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The estimated breakdown is as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

Allen stated no action will be taken on this item.

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

	<h2>Public Works Item</h2>
<p>Meeting Date:</p>	<p>June 11, 2024</p>
<p>Agenda Item:</p>	<p>GO Bonds for LSL Replacement</p>
<p>Staff Contact (name, email, phone):</p>	<p>Brad Marquardt, <a href="mailto:bmarquardt@whitewater-wi.gov">bmarquardt@whitewater-wi.gov</a>, 262-473-0139</p>

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

Staff is working with Strand Associates to complete a Safe Drinking Water Loan (SDWL) application for the replacement of Lead Service Lines (LSL), also known as lead water laterals. The SDWL would provide financial assistance to the City and private property owners for the replacement of the LSL. On the private side, the City is eligible to receive up to 100% principal forgiveness. However, the exact percentage won't be known until all applications throughout the State are received. One question on the applications asks how the City will pay for the private side expenses before being reimbursed. There are three options: General Obligation Pledge, Water Rate Revenue Pledge, or Alternative Revenue Pledge. See the attached email from Justin Bilskemper of Strand outlining the three options.

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

N/A

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

The financial impact will not be known until the City receives official notice from the DNR of our application status. The estimated cost to replace the private side LSL is \$1,350,000.

**STAFF RECOMMENDATION**

Staff discussed these three options with the Finance Department. Since the likelihood is good that we will receive 100%, or close to, principal forgiveness, we believe using the General Obligation Pledge is the preferred option. Even if we receive 90% principal forgiveness, the borrowing would only be \$135,000. The General Obligation Pledge does not require PSC approval, ordinance adoption, nor a repayment loan program. There are approximately 170 locations throughout the City.

Staff would like confirmation from the Committee that use of General Obligation debt, if needed, is acceptable.

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

1. Strand email
2. Private LSL Map

## Brad Marquardt

---

**From:** Bilskemper, Justin <Justin.Bilskemper@strand.com>  
**Sent:** Monday, May 20, 2024 5:19 PM  
**To:** Brad Marquardt  
**Cc:** Jim Bergner; Coons, Dakin; Fisher, Mark  
**Subject:** Whitewater PF and Pledge Options Discussion  
**Attachments:** PF Calculations.xlsx; SFY2025\_PF\_Data.xlsx; LSLApplicationFilingRequirementsVersion2.pdf; Ex 2 - City Code 512-87 (Amd. Ord. 20-27).pdf; volume13-issue01\_2024-01.pdf  
**Importance:** High

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Brad,

Thanks again for taking the time to discuss the financing-related portions of your LSL project. As promised, the following is a brief discussion on the pledge options with various links. Much of this information is taken from the [WDNR EIF](#) and [PSCW Water Regulation](#) webpages.

Before digging into the details on these pledge options, I did take some time to go through your PF scoring for private-side LSL replacements. The results of that scoring, along with the data source provided by WDNR for SFY 2025 is attached. This is an update to the scoring from last fall, in which you received 170 points using SFY 2024 data. With the new SFY 2025 data, you scored 145 points, which still puts the City into the “up to 100% LSL PF for private side replacements” category. The “up to” part of the language gives me pause, but a recent phone call with Becky Scott (WDNR SRF Loan Manager) revealed to me that for SFY 2024, WDNR was able to allocate all requested PF without having to use the “up to” qualifier. That is no guarantee that the same PF allocation will be given this year, but there is a strong chance the City may receive 100% PF for all of its private LSL replacements. That would make the rest of this email discussion on private LSL funding a moot point.

### General Obligation Pledge

Repayment of the obligation secured by an irrevocable tax levy (property tax) imposed at the time the obligation is issued. Principal amount outstanding cannot exceed 5% of a municipality’s equalized assessed value. Not popular as a pledge for SDWLP loans because of other municipal capital improvement projects that would compete for that 5% limit. Does not require PSCW water rate increase or a mandatory LSL replacement ordinance, which may be attractive for some municipalities.

### Revenue Pledge

Repayment of the obligation secured by specific revenues with as water revenue, special assessments, impact fees, or TID funds. For **private-side** LSL replacements, any municipality that is not awarded 100% principal forgiveness (PF) will be required to take out a loan from the SDWLP to cover costs not covered by PF. Taking out this loan involves using a revenue pledge with one of two options: Water Rate Revenue Pledge or Alternative Revenue Pledge.

1. Water Rate Revenue Pledge:
  - a. Involves applying to the PSCW for a [Customer-Side LSL Replacement Financial Assistance Program](#), which allows a utility to pay for up to 50% of a private LSL replacement using ratepayer dollars with the

remaining cost issued as a loan to the homeowner through the UTILITY. The application for this program is attached.

- b. These program costs can only be recovered in rates through a conventional water rate increase.
- c. This program requires the implementation of an ordinance that permits the utility to provide financial assistance to the owner of a property that contains a private LSL. Sample ordinances here: <https://dnr.wisconsin.gov/sites/default/files/topic/Aid/loans/lead/LSLmandatoryOrdinances.pdf> and I've attached Watertown's for reference as well.
- d. The ordinance must also require the owner of a property that contains a private LSL to replace it.
- e. A recent phone call this afternoon with Ehlers expressed concern over how a municipality is supposed to earn a rate of return or depreciate an asset that isn't theirs (being the homeowner's private service line), which lead to the creation of the alternative revenue pledge option below.

2. Alternative Revenue Pledge

- a. See attached for a recent WDNR EIF newsletter that describes this option, permitted by Wis. Stat. § 66.0627(8)(ag), which essentially removes any dealings with the PSCW.
- b. This is functionally the same as the PSCW program, where a program is implemented to have property owners cover their share of the private LSL replacement costs using a loan. Repayment of these loan costs are then pledged to repay the SDWLP.
- c. Setting up this program requires the development of two ordinances, one to set up the loan program and one for mandatory LSL replacement. Sample ordinances have already been linked above.
- d. This property owner loan program must be established/administered by the CITY, not the UTILITY.

Lastly, as discussed, there is two more years of funding left for LSL replacements, with an estimated amount of over \$81M each year. This does not account for reallocated funds from other states that are not fully using their allocated LSL funds, which Wisconsin has been receiving recently (\$4M alone this year for SFY 2025). The snippet from <https://dnr.wisconsin.gov/aid/BILfunding> below shows the funding available for **SFYs 2026 and 2027**. The SFY 2026 ITA/PERF would be due by this October 31, 2024.

### 5-YEAR FUNDING TOTALS BY PROGRAM

Corresponding Fiscal Years	CWFP Supplemental	CWFP Emerging	SDWLP Supplemental	SDWLP Emerging	SDWLP LSL Replacemen	
FFY 2022	<b>SFY 2023</b>	\$48,116,000	\$2,527,000	\$30,660,000	\$12,877,000	\$48,319,000
FFY 2023	<b>SFY 2024</b>	\$56,351,000	\$5,749,000	\$36,053,000	\$13,082,000	\$81,203,000
FFY 2024	<b>SFY 2025*</b>	\$61,291,661	\$5,728,500	\$39,049,000	\$13,082,000	\$81,203,000
FFY 2025	<b>SFY 2026*</b>	\$66,392,923	\$5,728,500	\$42,299,000	\$13,082,000	\$81,203,000
FFY 2026	<b>SFY 2027*</b>	\$66,392,923	\$5,728,500	\$42,299,000	\$13,082,000	\$81,203,000

\* Estimated

Lets plan to touch base again in late May or early June.

Justin



**Justin Bilskemper, P.E. | Senior Associate**

Strand Associates, Inc.®

608.251.4843 ext. 1011

[justin.bilskemper@strand.com](mailto:justin.bilskemper@strand.com) | [www.strand.com](http://www.strand.com)

P.E. (IL, WI)

# E-Bulletin Newsletter



To provide affordable financial assistance to communities within Wisconsin for water infrastructure projects that protect and improve public health and water quality for current and future generations.



Inside this Issue	
Time Frame for SFY 2025 PPLs	1
Alternative Revenue Pledge Option for Private LSL Replacement Projects	1,2
Jeanne Cargill Retired	2
New Staff to Help Your Community Access Funding	3,6

**Time Frame for SFY 25 PPLs**  
 We intend to publish the State Fiscal Year 2025 Clean Water Fund Program and Safe Drinking Water Loan Program Project Priority Lists in **early spring 2024** on the [Project Lists & Intended Use Plans page](#).



## Alternative Revenue Pledge Option for Private Lead Service Line Replacement Projects

Have you been thinking about applying for private lead service line (LSL) replacement funding from the Safe Drinking Water Loan Program (SDWLP) but delaying actually doing it because you don't want to go through the Public Service Commission of Wisconsin (PSC) approval process to use ratepayer funds? Or do you have a State Fiscal Year (SFY) 2024 SDWLP application submitted but are unsure which pledge option to utilize?

If so, the WI Departments of Natural Resources and Administration have another *option* available. This *option* does not involve the PSC approval process and can be used anytime a portion of the private-side replacement costs have to be borne by the property owners.

Note: On 11/28/2023, the DNR along with DOA held an implementation working meeting to discuss an alternative revenue pledge *option* for private-side LSL replacement projects with consultants and financial advisors, [view the recording](#).

### Why do we have to take out loan funding?

Any municipality that was not allocated 100% principal forgiveness (PF) for their private side LSL replacements will be required to take out loan funding from the SDWLP to cover the private-side costs that are not covered by

PF. This is due to the fact that we cannot award LSL PF if we do not also award the amount of LSL loan dollars that are necessary to maintain a 49% principal forgiveness to 51% loan and set-asides ratio for the overall LSL funds we received from the [Bipartisan Infrastructure Law](#). For SFY 2024, after removing set-asides from the equation, the PF to loan ratio comes to 59% PF to 41% loans.

### How does this new alternative revenue pledge work?

The basic foundation of the alternative revenue pledge *option* is that the municipality sets up a program to loan funds to property owners to cover their share of the private LSL replacement cost. Repayments from this Property Owner Loan Program are pledged as the revenue to repay the SDWLP loan. Setting up this program requires the development of two ordinances – one to set up the loan program and the other to lay out when replacements are mandatory - as well as various forms to be used in administration of the program such as the agreement between the municipality and the property owner. Example ordinances will be available on DNR's website in the near future and also can be obtained from your DNR loan project manager. This pledge *option* can be utilized with prequalified list projects or projects utilizing a municipally bid contract.

[Alternative Revenue Pledge Option cont'd on pg. 2](#)

DNR, Environmental Loans Section—CF/2, 101 S. Webster Street, PO Box 7921, Madison, WI 53707-7921  
[dnr.wi.gov/aid/eif.html](http://dnr.wi.gov/aid/eif.html) | CFWP phone: 608-358-3330 | SDWLP phone: 608-720-0802 | [staff directory webpage](#)



Program implementation details are outlined in chs. [NR 162](#) and [NR 166](#), Wis. Adm. Code. [Legal notice](#): This document is intended solely as guidance and does not contain any mandatory requirements except where requirements found in federal regulations or state statutes or administrative rules are referenced. Any regulatory decisions made by the Department of Natural Resources in any matter addressed by this guidance will be made by applying the governing federal regulations and state statutes and administrative rules to the relevant facts. The Wisconsin Department of Natural Resources provides equal opportunity in its employment, programs, services, and functions under an Affirmative Action Plan. If you have any questions, please write to Equal Opportunity Office, Department of Interior, Washington, D.C. 20240. This publication is available in alternative format upon request, call 608-267-9481 for more information.

Alternative Revenue Pledge Option for Private LSL Replacement Projects continued from page 1

## How will the SDWLP loan be structured?

The loans the municipality makes to property owners can be for up to 10 years with an interest rate of up to 4%, and the SDWLP loan covering those costs can be for up to 12 years with an interest rate of 0.25%. In instances where an LSL replacement project involves both public and private-side replacements, the funding for the public-side replacements will have to be awarded in a separate Financial Assistance Agreement (FAA) with a water revenue or general obligation (GO) pledge, but a separate SDWLP application for those costs is not necessary.

## What steps do we need to take now?

If you currently have a SDWLP application in for private LSL replacement funding and you are **not** planning to utilize this alternative revenue pledge *option* or the GO note pledge *option*, then you need to submit your

[LSL application to the PSC for approval to use ratepayer funds as soon as possible in order to be through that process in time to close on your SFY 2024 SDWLP FAA\(s\) before the end of September 2024.](#)

If you think this alternative revenue pledge *option* might be the right choice for your project, let your DNR loan project manager know, get copies of the sample ordinances, and start discussing with your municipal attorney and bond counsel.

## Contact information

Direct LSL program questions to Becky Scott, Environmental Loans Section Manager, at [rebecca.scott@wisconsin.gov](mailto:rebecca.scott@wisconsin.gov).

Direct questions about pledge options to DOA at [DOAEIF@wisconsin.gov](mailto:DOAEIF@wisconsin.gov).

## Jeanne Cargill Retired

After nearly 39.5 years of state service, Jeanne Cargill, Environmental Loans Section Program and Policy Analyst, decided it was time to retire. Jeanne's last day in the office was January 2, 2024.

Her kindness and thoroughness will be missed by staff in the DNR Bureau of Community Financial Assistance (CFA). Jeanne has been an irreplaceable asset to Wisconsin's Environmental Improvement Fund.

### We all wish her the best in her retirement

where we know she will keep busy tackling many home projects and spending time with family and friends.

Jeanne began her civil service career at the Wisconsin Department of Revenue as a Word Processor. She spent one and a half years in that position before moving over to the Wisconsin Department of Transportation's (DOT) Division of Highways. During Jeanne's seven years at DOT, she served as a Program Assistant and an Administrative Assistant.

On November 1, 1992, Jeanne joined the Wisconsin DNR's CFA Bureau and went on to serve in many important roles for the next 31 years, to the benefit of the Environmental Loans Section. Under the official titles of Financial Assistant Specialist, and Program and Policy Analyst, Jeanne filled various roles, serving as a Loan Project Manager, the Clean Water Fund Program (CWFP) Hardship Assistance Specialist, the Safe Drinking Water Loan Program (SDWLP) Specialist, and the analyst of Wisconsin Administrative Codes and State Statutes.

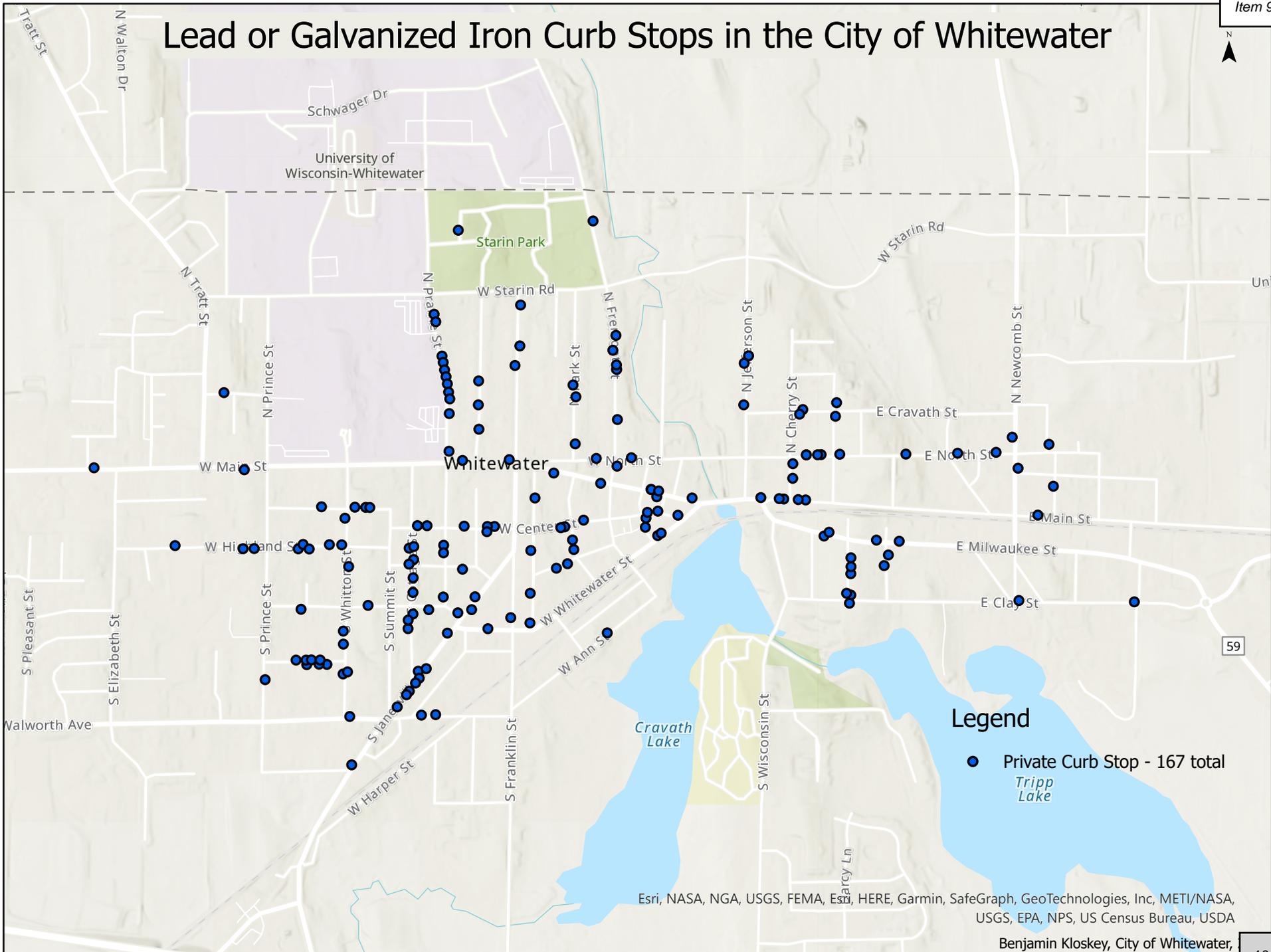
Before she left, Jeanne was kind enough to share the following with us:

Our Clean Water and Drinking Water State Revolving Fund team members at the DNR (in both Central Office and the field) and the Wisconsin Department of Administration have always done a great job of collaborating on our work. It has been a pleasure working with and getting to know each person I served with. They are all bright, responsive people working to protect the Waters of the State and provide safe drinking water to Wisconsin residents. I leave after 31 years of doing this work, knowing that the programs remain in very capable hands. I also appreciate all the hard-working consulting engineers I grew to know over the years. Without their dedication to their clients, the CWFP and SDWLP would not continue. I learned a great deal in my 31 years at DNR.



**Thank you to all who I've had the pleasure of learning from.**

# Lead or Galvanized Iron Curb Stops in the City of Whitewater



Esri, NASA, NGA, USGS, FEMA, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

Benjamin Kloskey, City of Whitewater,

	<h2>Public Works Item</h2>
Meeting Date:	June 11, 2024
Agenda Item:	Safe Drinking Water Loan Reimbursement Resolution
Staff Contact (name, email, phone):	Brad Marquardt, <a href="mailto:bmarquardt@whitewater-wi.gov">bmarquardt@whitewater-wi.gov</a> , 262-473-0139

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

Staff submitted an Intent to Apply for Safe Drinking Water Loan funds through the DNR last fall to help pay for replacing lead drinking water laterals. The project has ranked high among other projects submitted statewide. The actual application for the funding is due June 30, 2024. The application covers both private side and public side replacement. On the private side, the City is eligible to receive principal forgiveness up to 100% of the replacement costs. Any unused principal forgiveness throughout the state could be put towards the public side. Regardless, for the public side, the City would receive a subsidized loan. One of the requirements to be included with the application is a Resolution from the City Council indicating the City will cover costs of the Project incurred prior to receipt of the proceeds of the Bonds.

The replacement of lead water laterals would be a 2025 project and require an update to the CIP Budget for 2025.

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

N/A

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

The total estimated cost to replace both the private and public side lead water laterals is \$2,700,000. The private and public laterals are roughly split 50/50. Thus, the City is eligible to receive up to \$1,350,000 in principal forgiveness for the private side laterals and at a minimum, a reduced interest rate on the remaining \$1,350,000 for the public side replacements.

**STAFF RECOMMENDATION**

Staff recommends a motion to send the Reimbursement Resolution to the full Council for approval.

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

1. Reimbursement Resolution

**RESOLUTION DECLARING OFFICIAL INTENT TO REIMBURSE EXPENDITURES FROM PROCEEDS OF BORROWING**

**WHEREAS**, the City of Whitewater, Walworth and Jefferson County, Wisconsin (the "Municipality") plans to undertake the replacement of public and private lead service lines (the "Project"); and

**WHEREAS**, the Municipality expects to finance the Project on a long-term basis by issuing tax-exempt bonds or promissory notes (the "Bonds"); and

**WHEREAS**, because the Bonds will not be issued prior to February 1, 2025, the Municipality must provide interim financing to cover costs of the Project incurred prior to receipt of the proceeds of the Bonds; and

**WHEREAS**, it is necessary, desirable, and in the best interests of the Municipality to advance moneys from its funds on hand on an interim basis to pay the costs of the Project until the Bonds are issued.

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Whitewater that

1. The Municipality shall make expenditures as needed from its funds on hand to pay the costs of the Project until Bond proceeds become available.
2. The Municipality hereby officially declares its intent under Treas. Regs. Section 1.150-2 to reimburse said expenditures with proceeds of the Bonds, the principal amount of which is not expected to exceed \$2,700,000.00.
3. No funds for payment of the Project from sources other than the Bonds are, or are reasonably expected to be, reserved, allocated on a long term basis, or otherwise set aside by the Municipality pursuant to its budget or financial policies.
4. This resolution shall be made available for public inspection at the City Clerk's office within 30 days after its approval in compliance with applicable State law governing the availability of records of official acts including Subchapter II of Chapter 19, and shall remain available for public inspection until the Bonds are issued.

**BE IT FURTHER RESOLVED** this resolution shall be effective upon its adoption and approval.

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

Seconded by \_\_\_\_\_ AYES: NOES: ABSENT: ADOPTED:

\_\_\_\_\_

John Weidl, City Manager

\_\_\_\_\_

Heather Boehm, City Clerk

	<h2>Public Works Item</h2>
<b>Meeting Date:</b>	June 11, 2024
<b>Agenda Item:</b>	Strand Task Order 24-06
<b>Staff Contact (name, email, phone):</b>	Brad Marquardt, <a href="mailto:bmarquardt@whitewater-wi.gov">bmarquardt@whitewater-wi.gov</a> , 262-473-0139

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

With the construction of the new Southwest Water Tower, the Starin Park Water Tower and the ground level reservoir are no longer needed. The Starin Park Water Tower has already been taken off line. In order to take the ground level reservoir out of service, modifications need to be made to Well #7 and related systems inside the building located at the corner of Starin Road and Fremont Street. Additionally, modifications need to be made to the distribution piping system outside the building. This Task Order will prepare plans and bidding documents to make the modifications to Well #7, including the demolition of the ground level reservoir.

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

N/A

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

The estimate for Task Order 24-06 is \$90,000 based on an hourly rate plus expenses.

**STAFF RECOMMENDATION**

Staff recommends a motion to send Task Order 24-06, Well #7 Modifications, to the full Council for approval.

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

1. Task Order 24-06, Well #7 Modifications



**Strand Associates, Inc.**<sup>®</sup>  
 910 West Wingra Drive  
 Madison, WI 53715  
 (P) 608.251.4843  
 www.strand.com

Task Order No. 24-06  
 City of Whitewater, Wisconsin (OWNER)  
 and Strand Associates, Inc.<sup>®</sup> (ENGINEER)  
 Pursuant to Agreement for Technical Services dated December 30, 2020

### **Project Information**

Services Name: Well No. 7 Modifications and Starin Park Reservoir Demolition Design and Bidding-Related Engineering Services

Services Description: Design and bidding-related services for demolition of the Starin Park Reservoir and modifications to the Well No. 7 facility and Starin Park water treatment plant (WTP).

### **Scope of Services**

ENGINEER will provide the following services to OWNER:

#### Design Services

1. Attend one kickoff meeting with OWNER to review project, design criteria, and project schedule. Review the Well No. 7 Modification Preliminary Design Report prepared by ENGINEER in 2023. Visit the project site in conjunction with the meeting. The project is anticipated to include the following components:
  - a. Well No. 7 pump, motor, and discharge head replacement and electrical modifications to accommodate changes and power the new pump from the existing variable frequency devices and generator.
  - b. Well No. 7 filter control panel replacement with a manufacturer-furnished panel, filter media replacement, filter face piping replacement, filter interior and exterior coating repairs, and filter air compressor replacement.
  - c. Piping modifications within the Starin Park WTP to allow Well No. 7 to pump directly to the distribution system.
  - d. Booster pump and associated piping demolition within the WTP.
  - e. Electrical modifications at the WTP to accommodate removal of booster pumps and installation of the new filter equipment.
  - f. Starin Park reservoir demolition and associated site grading.
2. Prepare draft Bidding Documents using Engineers Joint Contract Documents Committee C-700 Standard General Conditions of the Construction Contract, 2018 edition; technical specifications; and engineering drawings.

RDW:\INR\MAD\Documents\Agreements\W Whitewater, City of (WI)\ATS.2020\TO\2024\1407.143.24-06.docx

3. Participate in one virtual meeting with OWNER to review draft documents and incorporate OWNER comments, as appropriate.
4. Prepare a prebid opinion of probable construction cost for the project and submit to the OWNER.
5. Submit drawings, technical specifications, and the following Wisconsin Department of Natural Resources (WDNR) forms for review and approval:
  - a. Form 3300-260-Water System Approval Request
  - b. Form 3300-226-Well Pump Submittal Checklist
  - c. Form 3300-296-Pump Discharge Line Submittal Checklist
6. Incorporate WDNR review comments, as appropriate, into Bidding Documents.
7. Prepare final Bidding Documents, technical specifications, and engineering drawings.

Bidding-Related Services

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

**Services Elements Not Included**

The following services are not included in this Task Order. If such services are required, they will be provided through an amendment to this Task Order or through a separate Task Order.

1. Construction Authorization (CA) Submittal: The Wisconsin Public Service Commission (WPSC) has indicated in an e-mail dated July 14, 2023, that a CA submittal is not required for this project.
2. Construction-Related Services: Any services involved in construction-related services.
3. Engineering Report: WDNR has indicated in an e-mail dated June 20, 2023, that an Engineering Report is not required for this project.

City of Whitewater  
Task Order No. 24-06  
Page 3  
June 5, 2024

**Compensation**

OWNER shall compensate ENGINEER for Services under this Task Order on an hourly rate basis plus expenses an estimated fee of \$90,000.

**Schedule**

Services will begin upon execution of this Task Order, which is anticipated the week of June 17, 2024. Services are scheduled for completion on March 31, 2025.

**TASK ORDER AUTHORIZATION AND ACCEPTANCE:**

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

CITY OF WHITEWATER

**NOT FOR SIGNATURE**

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

Date

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

Date



	<h2>Public Works Item</h2>
Meeting Date:	June 11, 2024
Agenda Item:	Terrace Planter Removal
Staff Contact (name, email, phone):	Brad Marquardt, <a href="mailto:bmarquardt@whitewater-wi.gov">bmarquardt@whitewater-wi.gov</a> , 262-473-0139

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

The property at 183/185/187 W. Main Street, known as the Bower House, is currently under renovations. As part of the renovations, they are looking at how to best provide ADA access to the building. One option is to provide a ramp on the existing sidewalk parallel to the building. This could result in a "pinch point" between the ramp and the existing terrace planter for pedestrians. In order to provide adequate pedestrian access, the terrace planter would need be removed. The property owner and architect would like to know if removing the planter is a possibility.

Staff did check with Downtown Whitewater to see if any approval would be needed by that entity. They responded, while downtown businesses were involved in the design, the decision would be at the Council level only.

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

N/A

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

Staff does not have a cost to remove the planter and place concrete at this time. If possible, this could be handled by City staff.

**STAFF RECOMMENDATION**

Staff sees this as more of a discussion item, at this time, to give direction to the property owner and architect. If the decision is made to proceed with a ramp, there will need to be an easement provided to the property owner and a hold harmless agreement put in place.

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

1. Street View

