



Public Works Committee Meeting

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

Tuesday, February 13, 2024 - 6:00 PM

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 December 12, 2023

Hearing of Citizens 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.

New Business

2. Discussion and Possible Action regarding awarding Contract 1-2024, Ann Street and Fremont Street Reconstruction
3. Discussion and Possible Action regarding awarding Contract 2-2024, Forest Avenue Reconstruction
4. Discussion and Possible Action regarding awarding Contract 3-2024, North Fremont Street Reconstruction
5. Discussion and Possible Action regarding Strand Task Order 24-03, Vanderlip Pumping Station and Force Main Construction
6. Discussion and Possible Action regarding WE Energies easement at Cravath Lakefront Park
7. Discussion and Possible Action regarding Final Starin Road Right-of-Way Plat and associated Certified Survey Map
8. Discussion and Possible Action regarding water main easement across City owned property

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.



Public Works Committee Meeting

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

Tuesday, December 12, 2023 - 6:00 PM

AGENDA

1. CALL TO ORDER

The meeting was called to order by Stone at 6:00 p.m.

2. ROLL CALL

Present: Allen, Gerber, Stone

Others: Marquardt

3. APPROVAL OF AGENDA

A motion was made by Allen to approve the agenda, with the addition of moving up Item 6A., and seconded by Stone.

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

6. NEW BUSINESS

A. Discussion and Possible Action regarding granting an easement to Whitewater Solar, LLC across property owned by the Wastewater Utility.

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

Stone asked if the width of the project was 100-feet and the length a lot longer, Vielbig agreed. Stone had a concern on page 19 of the packet, under Recitals, (c) Use. Is the adjoining land private property? Stone stated they do not have the ability to give away private property. Marquardt stated he still needs to go through the document with the City attorney. Marquardt stated he is looking for the committee's input to see if they were open to the possibility of providing an easement and if so, he would move forward with the attorney to work on updating the agreement. It would then be brought back to Council with an updated version of the agreement. Stone stated he would be in favor of under ground structures and not above ground structures housing the transmission lines. Vielbig stated this agreement is a form agreement that they use for all types of different electrical cables that are needed for these types of projects. In this particular instance, these would be low voltage cables installed and they would be more than willing to accommodate, if that was the preference.

Allen suggested using a redline mark on the document with future drafts. Marquardt was going to ask for a Word document as well to start tracking the City's changes and their changes.

Marquardt stated one question from our attorney was where the solar arrays would be located since they can be a contentious project. Vielbig said, at this time, pretty much all of the land leased with farmers is in the area that they think they need to accommodate the target size of project. The rough northern boundary is Highway 59, the rough southern boundary of the project will extend a little bit south of Highway 12. It's about 4 ½ miles top to bottom. In that 4 ½ mile area will be small fields of solar arrays throughout those agricultural properties. It won't

be a full block of solar panels. At this point, they do not have site plans available to share because it's at a very early stage. You can see there are very clear areas where there is more interest in participating, and then other areas where there are no solar panels for close to a mile, in any direction. Marquardt asked about easements with other property owners where they are not putting solar panels. Are they getting those in place or are they starting with the City? Vielbig stated they have most of the easements in place. There are a couple of outstanding, and in the process of finalizing, with the City being one of them. At this point, they feel very comfortable with the area they have identified.

Marquardt asked about the timeline of the project; when would construction begin? Vielbig stated before construction begins they will be seeking permits. He stated sometime in 2024 is when they intend to file, the latter half of next year. Construction likely wouldn't start until sometime in 2026.

Stone asked about maintaining the prairie grass on site. Marquardt indicated that will be addressed when reviewed with the attorney.

Gerber said there was a project at the old landfill that another company was interested in purchasing. She wondered how that compared to this project? What happens if we have solar panels at the old landfill and then more just outside of town? Can you have competing solar panels so close to each other? Vielbig stated there are a few indicators that they look for in a project. The first is available flat, dry, open land, and interested farmers. In this case, they have been working for years in finding interested farmers. Step two is finding a place to connect into the electrical grid. This substation off Highway 59 has available capacity for this type of project.

Stone asked if this project wasn't economically feasible for the company in 2024-2025, would that mean the easement could be sold to some other company and we wouldn't have any say. Vielbig stated this could be addressed in the agreement. Right now, the way it would be structured, they would basically have the rights for a few decades. They could structure it in a way where if nothing happens for five years, if no construction occurs, the easement would terminate.

Stone asked the Public Works Committee if they were okay with the consideration of the easement? Gerber stated she was and Allen stated yes, with the stipulations that were just made.

Vielbig did have one question regarding the mechanics of the phosphorus credits regarding the prairie grass. He stated that aside from installing their cables, if they damage any prairie grasses and repair those, would they be good to go? Marquardt stated the City gets credit based on the number of acres, the slope of the land, etc. It's a calculation from the DNR as to the number of credits received. As long as the grass restored to as is, it would be okay.

Stone made a motion to continue with negotiations to look at underground conduit for the electric wires, with a termination clause, and seconded by Gerber.

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

It should be noted that Whitewater Solar will pay the City \$1,000 in consideration of the City executing the agreement, \$1,500 as consideration for the grant of the easements and a yearly sum of \$1.00/linear foot of the transmission line constructed in the easement area (approximately \$1,325) for 47 years.

4. APPROVAL OF MINUTES

A. Approval of Minutes from November 14, 2023

It was moved by Allen and seconded by Gerber to approve the Public Works Committee minutes from November 14, 2024.

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

5. HEARING OF CITIZEN COMMENTS

None

6. NEW BUSINESS

B. Discussion and Possible Action regarding granting an easement to WE Energies across property owned by the Wastewater Utility.

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

It was moved by Allen and seconded by Gerber to approve the easement to WE Energies across property owned by the Wastewater Utility.

Marquardt stated this agenda item will be sent to full Council for final action.

C. Discussion and Possible Action regarding Strand Task Order 23-10 to prepare a DNR Urban Non-Point Source and Stormwater Construction Grant application.

Marquardt stated this would be in conjunction with the underground wet detention basin the City would like to build in Starin Park. Strand Task Oder 23-10 is for the preparation of a DNR Urban Non-Point Source and Stormwater Construction Grant application. The application would seek funding to go towards the construction of the underground wet detention basin to assist in compliance with the City's MS4 Permit. Applications are due April 17, 2024, and would fund projects scheduled for construction in 2025 or 2026. Staff is looking at construction of the underground detention basin in 2026. The estimated cost for Task Order 23-10 is \$8,800.

Gerber asked if a final location was determined for the wet detention basin. Marquardt stated it was the closer location to Starin Road, which would run underneath the driveway and southern parking lot. Stone asked if this information could be included in the Council packet and Marquardt agreed.

It was moved by Stone and seconded by Gerber to approve Strand Task Order 23-10 to prepare a DNR Urban Non-Point Source and Stormwater Construction Grant application.

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

D. Discussion and Possible Action regarding Strand Task Order 23-11 to prepare 2024 Street Maintenance plans, specifications and bidding documents.

Marquardt stated Strand Task Oder 23-11 is for the preparation of plans, specifications and bidding documents for the 2024 Street Maintenance Project. The Project includes asphalt replacement on Pearson Lane, Pearson Court, and Meadowview Court, chip seal treatment of streets in the Park Crest Subdivision, asphalt sealant at the Wastewater Facility, and repaving the multi-use path in the Prairie Village development. The estimated cost for Task Order 23-11 is \$18,600.

Stone asked if in the future we could look at resurfacing Tratt St.? Marquardt stated every two-years city streets are rated on a basis of 1 -10. Although Tratt St. is beat up along the edges, the driving portion is relatively good. Therefore, it rates at around a 5 – 6. There are streets down in the 3 – 4 category and will be looked at first.

Gerber had a question about Meadowview Court. At the last Council meeting it was noted that it would be talked about at a January Plan Commission meeting regarding a proposed subdivision. She asked if they would want to do asphalt on it now when they are going to be possibly doing construction. Marquardt stated, yes and it's being paid for out of the TID.

It was moved by Gerber and seconded by Allen to approve Strand Task Order 23-11 to prepare 2024 Street Maintenance plans, specifications and bidding documents.

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

7. FUTURE AGENDA ITEMS

Stone commented that he was happy to see the quorum information listed at the bottom of the Public Works Committee agenda. He stated there was a meeting the night before and he made sure not to attend, and watched it on television instead, because the quorum information was not listed on that particular agenda. Gerber stated she watched the meeting as well because the quorum information wasn't on the agenda. She said she sent an email to Karri regarding this but never received a reply. Marquardt asked what meeting and both Stone and Gerber said it was the Plan Board meeting. Stone asked if all agendas could have this information listed on the bottom of the agenda. Marquardt stated it was a standard item that should be on the agendas. He said he will bring it up for future agenda postings.

8. ADJOURNMENT

Stone entertained a motion to adjourn, moved by Gerber and seconded by Allen.

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

Respectfully submitted,

Alison Stoll

Alison Stoll, Administrative Assistant
Department of Public Works



Public Works Agenda Item

Meeting Date:	February 13, 2024
Agenda Item:	Contract 1-2024
Staff Contact (name, email, phone):	Brad Marquardt, bmarguardt@whitewater-wi.gov , 262-473-0139

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

The reconstruction of Ann Street from Trippe Street to Fremont Street and Fremont Street from Ann Street to Whitewater Street was recently advertised. Three bids were received and opened on February 6, 2024. They were as follows:

	<u>Base Bid</u>	<u>Alternate Bid</u>
Rock Road Companies	\$1,195,335.51	\$33,654.94
BKS Excavating Inc	\$1,239,837.00	\$42,250.00
Fischer Excavating Inc	\$1,527,569.00	\$41,900.00

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

The Task Order for design was approved in August 2022. The Reconstruction Project was approved as part of the 2024 CIP in the 2024-2025 budget approved by Council in November 2023.

FINANCIAL IMPACT
(If none, state N/A)

The City has budgeted money for three projects (Ann/Fremont, Forest, and Fremont) totaling \$3,322,295. The total of all three bids equals \$3,179,064.45 which includes the combined total of the base bid and alternate bid from Rock Road of \$1,228,987.45.

STAFF RECOMMENDATION

The low bid is from Rock Road Companies. Staff would recommend forwarding approval of award to Rock Road Companies to the full Council.

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

1. Strand Letter and Bid Tab



February 6, 2024

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

Re: Ann Street and Fremont Street Reconstruction
Contract 1-2024
City of Whitewater, Wisconsin

Dear Brad,

Bids for the above-referenced Project were opened on February 6, 2024. Three Bids were received with the resulting Bid tabulation enclosed.

Rock Road Companies, Inc. (Rock Road) of Janesville, Wisconsin, was the apparent low Bidder with a Base Bid of \$1,195,335.51. The Bid included a Bid Bond for 10 percent and Addendum No. 1 was acknowledged. The Bid is deemed to be responsive.

Rock Road's Bid for Bid Alternative No. 1 was \$33,651.94, the lowest of the three Bidders. Bid Alternative No. 1 includes sediment removal in the James Street detention basin.

Strand Associates, Inc.[®] has previously worked with Rock Road on projects for the City of Whitewater and the City of Stoughton. For those projects, the owners determined Rock Road to be responsible.

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

Please contact me at 608-251-4843 with any questions regarding this project.

Sincerely,

STRAND ASSOCIATES, INC.[®]

Mark A. Fisher, P.E.

Enclosure

Ann Street and Fremont Street Reconstruction

Contract 1-2024

City of Whitewater, Wisconsin

Solicitor: Strand Associates, Inc.

February 6, 2024 1 P.M.

Section Title	Line Item	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Sanitary Sewer	1	8-IN DIA Sanitary Sewer	LF	960	\$136.29	\$130,838.40	\$104.00	\$99,840.00	\$200.00	\$192,000.00
	2	8-IN by 4-IN Sanitary Sewer Wye	EA	10	\$394.55	\$3,945.50	\$220.00	\$2,200.00	\$142.00	\$1,420.00
	3	8-IN by 6-IN Sanitary Sewer Wye	EA	10	\$407.66	\$4,076.60	\$230.00	\$2,300.00	\$170.00	\$1,700.00
	4	4-IN Sanitary Sewer Lateral	LF	350	\$103.48	\$36,218.00	\$95.00	\$33,250.00	\$135.00	\$47,250.00
	5	6-IN Sanitary Sewer Lateral	LF	350	\$107.25	\$37,537.50	\$99.00	\$34,650.00	\$135.00	\$47,250.00
	6	4-FT DIA Sanitary Sewer MH	EA	5	\$5,169.79	\$25,848.95	\$4,600.00	\$23,000.00	\$8,680.00	\$43,400.00
	7	Tevised Inspection of New Sanitary Sewer	LF	960	\$3.68	\$3,532.80	\$4.00	\$3,840.00	\$1.50	\$1,440.00
	8	Sanitary Sewer Removal/Abandonment	LS	1	\$4,600.80	\$4,600.80	\$7,500.00	\$7,500.00	\$4,000.00	\$4,000.00
	9	Rock Excavation - Sanitary Sewer Trench	LF	200	\$44.95	\$8,990.00	\$50.00	\$10,000.00	\$40.00	\$8,000.00
Water Main	10	8-IN DIA Water Main	LF	1280	\$125.00	\$160,000.00	\$120.00	\$153,600.00	\$166.00	\$212,480.00
	11	6-IN DIA Water Main or Fire Hydrant Lead	LF	80	\$138.00	\$11,040.00	\$110.00	\$8,800.00	\$130.00	\$10,400.00
	12	Install Minimum 80 LF of Minimum 20-IN DIA Steel Casing for 8-IN Water Main (INCL Water Main)	LS	1	\$51,000.00	\$51,000.00	\$68,000.00	\$68,000.00	\$77,000.00	\$77,000.00
	13	8-IN Valve and Road Box	EA	4	\$2,800.00	\$11,200.00	\$3,200.00	\$12,800.00	\$3,100.00	\$12,400.00
	14	6-IN Valve and Road Box	EA	1	\$2,150.00	\$2,150.00	\$2,600.00	\$2,600.00	\$2,300.00	\$2,300.00
	15	Fire Hydrant W/ Auxiliary Valve and Road Box	EA	3	\$8,215.13	\$24,645.39	\$7,000.00	\$21,000.00	\$8,600.00	\$25,800.00
	16	1-IN Corporation Stop, Curb Stop, and Box	EA	19	\$651.49	\$12,378.31	\$750.00	\$14,250.00	\$1,100.00	\$20,900.00
	17	1-IN Water Service	LF	700	\$82.78	\$57,946.00	\$80.00	\$56,000.00	\$94.00	\$65,800.00
	18	Replace Private Lead Water Service at 366 Ann Street (Curb Stop to Water Meter) (35 LF)	LS	1	\$5,211.01	\$5,211.01	\$4,400.00	\$4,400.00	\$3,000.00	\$3,000.00
	19	Connect New Water Main to Existing Water Main	EA	3	\$3,594.23	\$10,782.69	\$3,500.00	\$10,500.00	\$4,700.00	\$14,100.00
Storm Sewer	20	Abandon Existing Water Main and Appurtenances	LS	1	\$2,288.64	\$2,288.64	\$7,500.00	\$7,500.00	\$1,880.00	\$1,880.00
	21	12-IN RCP Storm Sewer	LF	200	\$96.76	\$19,352.00	\$85.00	\$17,000.00	\$105.00	\$21,000.00
	22	15-IN RCP Storm Sewer	LF	65	\$124.73	\$8,107.45	\$100.00	\$6,500.00	\$109.00	\$7,085.00
	23	6-IN PVC Underdrain for Roadway	LF	150	\$20.10	\$3,015.00	\$48.00	\$7,200.00	\$35.00	\$5,250.00
	24	4-FT DIA Storm Sewer MH/Inlet	EA	3	\$3,776.50	\$11,329.50	\$3,800.00	\$11,400.00	\$6,400.00	\$19,200.00
	25	6-FT DIA Storm Sewer MH	EA	1	\$4,825.83	\$4,825.83	\$4,600.00	\$4,600.00	\$8,900.00	\$8,900.00
	26	2-FT DIA Catch Basin	EA	1	\$3,672.01	\$3,672.01	\$2,800.00	\$2,800.00	\$4,100.00	\$4,100.00
	27	2-FT by 3-FT Storm Sewer Inlet	EA	6	\$3,527.74	\$21,166.44	\$3,200.00	\$19,200.00	\$4,500.00	\$27,000.00
	28	Abandon/Remove Existing Storm Sewer	LS	1	\$4,925.28	\$4,925.28	\$3,500.00	\$3,500.00	\$4,000.00	\$4,000.00

Street Construction and Restoration									
29	Concrete Driveway and Sidewalk Removal	SY	620	\$6.55	\$4,061.00	\$7.00	\$4,340.00	\$14.00	\$8,680.00
30	Concrete Curb and Gutter Removal	LF	2650	\$4.31	\$11,421.50	\$6.00	\$15,900.00	\$5.00	\$13,250.00
31	Concrete Pavement Removal	SY	40	\$11.28	\$451.20	\$10.00	\$400.00	\$10.00	\$400.00
32	Common Excavation	LS	1	\$110,820.46	\$110,820.46	\$115,000.00	\$115,000.00	\$201,000.00	\$201,000.00
33	EBS Excavation	CY	600	\$13.39	\$8,034.00	\$20.00	\$12,000.00	\$20.00	\$12,000.00
34	EBS Backfill	T	1200	\$14.49	\$17,388.00	\$18.00	\$21,600.00	\$20.00	\$24,000.00
35	Geotextile for Subgrade Stabilization	SY	1750	\$1.41	\$2,467.50	\$3.00	\$5,250.00	\$2.50	\$4,375.00
36	Crushed Aggregate Base Course	T	4500	\$14.57	\$65,565.00	\$19.00	\$85,500.00	\$21.00	\$94,500.00
37	30-IN Concrete Curb and Gutter	LF	2750	\$20.80	\$57,200.00	\$21.00	\$57,750.00	\$21.00	\$57,750.00
38	9-IN Concrete Pavement	SF	400	\$13.60	\$5,440.00	\$15.00	\$6,000.00	\$14.00	\$5,600.00
39	4-IN Concrete Sidewalk (Private Carriage Walks)	SF	300	\$10.88	\$3,264.00	\$9.00	\$2,700.00	\$9.00	\$2,700.00
40	5-IN Concrete Sidewalk	SF	3300	\$9.62	\$31,746.00	\$7.00	\$23,100.00	\$8.00	\$26,400.00
41	6-IN Concrete Sidewalk	SF	450	\$10.09	\$4,540.50	\$8.00	\$3,600.00	\$9.00	\$4,050.00
42	6-IN Concrete Driveway Apron	SF	2400	\$9.10	\$21,840.00	\$8.00	\$19,200.00	\$7.50	\$18,000.00
43	5-IN Stamped Colored Concrete	SF	2600	\$11.80	\$30,680.00	\$14.00	\$36,400.00	\$10.00	\$26,000.00
44	8-IN PVC Sleeve For Sign Post in Stamped Colored Concrete Areas	EA	8	\$25.00	\$200.00	\$200.00	\$1,600.00	\$50.00	\$400.00
45	Cast Iron Detectable Warning at Sidewalk Ramp	SF	100	\$35.00	\$3,500.00	\$55.00	\$5,500.00	\$35.00	\$3,500.00
46	Asphaltic Concrete Driveway Apron	SF	400	\$5.75	\$2,300.00	\$6.00	\$2,400.00	\$8.00	\$3,200.00
47	Asphaltic Concrete Pavement - Lower Course	T	675	\$76.79	\$51,833.25	\$78.00	\$52,650.00	\$77.00	\$51,975.00
48	Asphaltic Concrete Pavement - Upper Course	T	525	\$79.88	\$41,937.00	\$81.00	\$42,525.00	\$80.00	\$42,000.00
49	Turf Restoration - Topsoil, Seed, and Mulch/Erosion Mat	LS	1	\$13,650.00	\$13,650.00	\$25,000.00	\$25,000.00	\$11,700.00	\$11,700.00
Miscellaneous									
50	Utility Insulation	SF	64	\$1.63	\$104.32	\$3.00	\$192.00	\$6.00	\$384.00
51	Adjust Existing MH Casting	EA	4	\$914.67	\$3,658.68	\$400.00	\$1,600.00	\$950.00	\$3,800.00
52	Traffic Control	LS	1	\$5,800.00	\$5,800.00	\$15,000.00	\$15,000.00	\$5,200.00	\$5,200.00
53	6-IN White Epoxy Crosswalk Line	LF	300	\$9.25	\$2,775.00	\$11.00	\$3,300.00	\$10.00	\$3,000.00
54	18-IN White Epoxy Stop Bar	LF	40	\$15.50	\$620.00	\$40.00	\$1,600.00	\$29.00	\$1,160.00
55	24-IN White Epoxy Stop Bar (Railroad Crossing)	LF	30	\$18.75	\$562.50	\$40.00	\$1,200.00	\$39.00	\$1,170.00
56	Yellow Epoxy Curb Head Marking	LF	120	\$12.60	\$1,512.00	\$40.00	\$4,800.00	\$29.00	\$3,480.00
57	Erosion Control	LS	1	\$3,339.50	\$3,339.50	\$7,500.00	\$7,500.00	\$3,340.00	\$3,340.00
58	Clearing and Grubbing	LS	1	\$8,000.00	\$8,000.00	\$18,000.00	\$18,000.00	\$5,500.00	\$5,500.00
Contract 1-2024 Base Bid Total:				\$1,195,335.51		\$1,239,837.00		\$1,527,569.00	
Contract 1-2024 Bid Alternative No. 1									
1	Detention Basin Dewatering and Excavation	LS	1	\$5,824.44	\$5,824.44	\$8,500.00	\$8,500.00	\$12,500.00	\$12,500.00
2	Sediment Trucking and Landfill Disposal	T	450	\$52.45	\$23,602.50	\$65.00	\$29,250.00	\$48.00	\$21,600.00
3	Detention Basin Restoration	LS	1	\$4,225.00	\$4,225.00	\$4,500.00	\$4,500.00	\$7,800.00	\$7,800.00
Contract 1-2024 Bid Alternative No. 1 Total:				\$33,651.94		\$42,250.00		\$41,900.00	



Public Works Agenda Item

Meeting Date:	February 13, 2024
Agenda Item:	Contract 2-2024
Staff Contact (name, email, phone):	Brad Marquardt, bmarguardt@whitewater-wi.gov , 262-473-0139

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

The reconstruction of Forest Avenue from 4th Street to Church Street was recently advertised. Three bids were received and opened on February 6, 2024. They were as follows:

	<u>Base Bid</u>
BKS Excavating Inc	\$427,900.00
Rock Road Companies	\$440,433.17
Fischer Excavating Inc	\$528,987.50

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

The Task Order for design was approved in August 2022. The Reconstruction Project was approved as part of the 2024 CIP in the 2024-2025 budget approved by Council in November 2023.

FINANCIAL IMPACT
(If none, state N/A)

The City has budgeted money for three projects (Ann/Fremont, Forest, and Fremont) totaling \$3,322,295. The total of all three bids equals \$3,179,064.45 which includes the bid from BKS Excavating for \$427,900.

STAFF RECOMMENDATION

The apparent low bid is from BKS Excavating. Staff is in the process of checking with the City Attorney on some technical issues with the bid. Staff will provide a recommendation at the Public Works Committee meeting.

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

1. Strand Letter and Bid Tab



February 6, 2024

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

Re: Forest Avenue Reconstruction
Contract 2-2024
City of Whitewater, Wisconsin

Dear Brad,

Bids for the above-referenced Project were opened on February 6, 2024. Three Bids were received with the resulting Bid tabulation enclosed.

BKS Excavating, Inc. of Edgerton, Wisconsin, was the apparent low Bidder with a Base Bid of \$427,900. The Bid included a Bid Bond for 10 percent and Addendum No. 1 was acknowledged. The Bid is deemed to be responsive.

Strand Associates, Inc.[®] has previously worked with BKS Excavating, Inc. on a project for the City of Stoughton. For that project, the owner determined BKS Excavating, Inc. to be responsible.

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

Please contact me at 608-251-4843 with any questions regarding this project.

Sincerely,

STRAND ASSOCIATES, INC.[®]

Mark A. Fisher, P.E.

Enclosure

Forest Avenue Reconstruction

Contract 2-2024

City of Whitewater, Wisconsin

Solicitor: Strand Associates, Inc.

February 6, 2024 1 P.M.

Section Title	Line Item	Item Description	UoM	Quantity	BKS Excavating Inc.		Rock Road Companies, Inc.		Fischer Excavating, Inc.	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Sanitary Sewer	1	8-IN DIA Sanitary Sewer	LF	405	\$98.00	\$39,690.00	\$138.62	\$56,141.10	\$210.00	\$85,050.00
	2	8-IN by 4-IN Sanitary Sewer Wye	EA	4	\$220.00	\$880.00	\$443.69	\$1,774.76	\$140.00	\$560.00
	3	8-IN by 6-IN Sanitary Sewer Wye	EA	3	\$230.00	\$690.00	\$457.18	\$1,371.54	\$170.00	\$510.00
	4	4-IN Sanitary Sewer Lateral	LF	85	\$93.00	\$7,905.00	\$131.52	\$11,179.20	\$190.00	\$16,150.00
	5	6-IN Sanitary Sewer Lateral	LF	65	\$98.00	\$6,370.00	\$172.13	\$11,188.45	\$190.00	\$12,350.00
	6	4-FT DIA Sanitary Sewer MH	EA	3	\$4,600.00	\$13,800.00	\$4,675.26	\$14,025.78	\$7,800.00	\$23,400.00
	7	Tevised Inspection of New Sanitary Sewer	LF	405	\$4.00	\$1,620.00	\$3.68	\$1,490.40	\$1.50	\$607.50
	8	Sanitary Sewer Removal/Abandonment	LS	1	\$5,000.00	\$5,000.00	\$2,990.17	\$2,990.17	\$4,000.00	\$4,000.00
Water Main										
	9	8-IN DIA Water Main	LF	460	\$120.00	\$55,200.00	\$135.83	\$62,481.80	\$150.00	\$69,000.00
	10	6-IN DIA Water Main or Fire Hydrant lead	LF	15	\$110.00	\$1,650.00	\$147.19	\$2,207.85	\$135.00	\$2,025.00
	11	8-IN Valve and Road Box	EA	1	\$3,200.00	\$3,200.00	\$2,917.69	\$2,917.69	\$3,100.00	\$3,100.00
	12	Fire Hydrant w/ Auxillary Valve and Road Box	EA	1	\$7,000.00	\$7,000.00	\$8,423.97	\$8,423.97	\$8,600.00	\$8,600.00
	13	1-IN Corporation Stop, Curb Stop, and Box	EA	7	\$750.00	\$5,250.00	\$721.44	\$5,050.08	\$1,090.00	\$7,630.00
	14	1-IN Water Service	LF	200	\$80.00	\$16,000.00	\$113.62	\$22,724.00	\$108.00	\$21,600.00
	15	Replace Private Lead Water Service at 411 Forest Avenue (Curb Stop to Water Meter) (10 LF)	LS	1	\$3,200.00	\$3,200.00	\$2,644.80	\$2,644.80	\$2,550.00	\$2,550.00
	16	Replace Private Lead Water Service at 423 Forest Avenue (Curb Stop to Water Meter) (45 LF)	LS	1	\$4,500.00	\$4,500.00	\$4,099.75	\$4,099.75	\$3,100.00	\$3,100.00
	17	Connect New Water Main to Existing Water Main	EA	2	\$3,500.00	\$7,000.00	\$3,439.61	\$6,879.22	\$4,900.00	\$9,800.00
	18	Abandon Existing Water Main and Appurtenances	LS	1	\$4,000.00	\$4,000.00	\$1,699.51	\$1,699.51	\$1,900.00	\$1,900.00
Storm Sewer										
	19	12-IN RCP Storm Sewer	LF	25	\$85.00	\$2,125.00	\$98.00	\$2,450.00	\$110.00	\$2,750.00
	20	15-IN RCP Storm Sewer	LF	45	\$100.00	\$4,500.00	\$102.38	\$4,607.10	\$115.00	\$5,175.00
	21	2-FT by 3-FT Storm Sewer Inlet	EA	2	\$3,200.00	\$6,400.00	\$3,536.29	\$7,072.58	\$4,000.00	\$8,000.00
Street Construction and Restoration										
	22	Concrete Driveway and Sidewalk Removal	SY	270	\$7.00	\$1,890.00	\$5.05	\$1,363.50	\$13.00	\$3,510.00
	23	Concrete Curb and Gutter Removal	LF	1050	\$6.00	\$6,300.00	\$4.34	\$4,557.00	\$4.50	\$4,725.00
	24	Common Excavation	LS	1	\$44,000.00	\$44,000.00	\$48,729.46	\$48,729.46	\$56,000.00	\$56,000.00
	25	EBS Excavation	CY	200	\$20.00	\$4,000.00	\$13.70	\$2,740.00	\$19.00	\$3,800.00
	26	EBS Backfill	T	400	\$18.00	\$7,200.00	\$14.70	\$5,880.00	\$19.00	\$7,600.00
	27	Geotextile for Subgrade Stabilization	SY	600	\$3.00	\$1,800.00	\$1.53	\$918.00	\$3.00	\$1,800.00
	28	Crushed Aggregate Base Course	T	1500	\$19.00	\$28,500.00	\$16.57	\$24,855.00	\$21.00	\$31,500.00

	29	24-IN Concrete Curb and Gutter	LF	1050	\$24.00	\$25,200.00	\$18.65	\$19,582.50	\$19.00	\$19,950.00
	30	4-IN Concrete Sidewalk	SF	2600	\$7.00	\$18,200.00	\$8.23	\$21,398.00	\$7.00	\$18,200.00
	31	6-IN Concrete Sidewalk	SF	1000	\$8.00	\$8,000.00	\$9.70	\$9,700.00	\$8.00	\$8,000.00
	32	6-IN Concrete Driveway Apron	SF	500	\$8.00	\$4,000.00	\$9.35	\$4,675.00	\$7.50	\$3,750.00
	33	6-IN Concrete Curb Flume	SF	50	\$11.00	\$550.00	\$9.00	\$450.00	\$9.00	\$450.00
	34	8-IN PVC Sleeve For Sign Post in Concrete Sidewalk	EA	1	\$200.00	\$200.00	\$25.00	\$25.00	\$25.00	\$25.00
	35	Cast Iron Detectable Warning at Sidewalk Ramp	SF	75	\$60.00	\$4,500.00	\$35.00	\$2,625.00	\$35.00	\$2,625.00
	36	Asphaltic Concrete Driveway Apron	SF	500	\$7.00	\$3,500.00	\$5.75	\$2,875.00	\$6.00	\$3,000.00
	37	Asphaltic Concrete Pavement - Lower Course	T	230	\$85.00	\$19,550.00	\$83.48	\$19,200.40	\$84.00	\$19,320.00
	38	Asphaltic Concrete Pavement - Upper Course	T	180	\$91.00	\$16,380.00	\$89.84	\$16,171.20	\$90.00	\$16,200.00
	39	Turf Restoration - Topsoil, Seed, and Mulch/Erosion Mat	LS	1	\$9,500.00	\$9,500.00	\$7,800.00	\$7,800.00	\$7,500.00	\$7,500.00
Miscellaneous										
	40	Clearing and Grubbing	LS	1	\$4,500.00	\$4,500.00	\$2,000.00	\$2,000.00	\$16,450.00	\$16,450.00
	41	Adjust Existing MH Casting	EA	3	\$400.00	\$1,200.00	\$899.62	\$2,698.86	\$950.00	\$2,850.00
	42	Adjust Existing Valve Box	EA	4	\$300.00	\$1,200.00	\$293.00	\$1,172.00	\$450.00	\$1,800.00
	43	Install Galvanized, Corrugated Metal Window Well w/ Flat Plastic Cover at 411 Forest Avenue	EA	2	\$700.00	\$1,400.00	\$600.00	\$1,200.00	\$600.00	\$1,200.00
	44	Traffic Control	LS	1	\$8,000.00	\$8,000.00	\$1,000.00	\$1,000.00	\$4,750.00	\$4,750.00
	45	6-IN White Epoxy Crosswalk Line	LF	250	\$11.00	\$2,750.00	\$9.25	\$2,312.50	\$10.00	\$2,500.00
	46	18-IN White Epoxy Stop Bar	LF	40	\$40.00	\$1,600.00	\$15.50	\$620.00	\$29.00	\$1,160.00
	47	Erosion Control	LS	1	\$8,000.00	\$8,000.00	\$2,465.00	\$2,465.00	\$2,465.00	\$2,465.00
Contract 2-2024 Base Bid Total:						\$427,900.00		\$440,433.17		\$528,987.50

Combined Contract 1-2024 and 1-2024 Bid Deduction										
	109	If OWNER awards both Contract 1 2024 and Contract 2 2024 to the same bidder, the amount below will be deducted proportionately from each contract by change order.	LS	-1	\$0.00	\$0.00	\$10,000.00	(\$10,000.00)	\$1.00	(\$1.00)
Combined Contract 1-2024 and 1-2024 Bid Deduction Total:						\$0.00		(\$10,000.00)		(\$1.00)



Public Works Agenda Item

Meeting Date:	February 13, 2024
Agenda Item:	Contract 3-2024
Staff Contact (name, email, phone):	Brad Marquardt, bmarguardt@whitewater-wi.gov , 262-473-0139

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

The reconstruction of Fremont Street from Starin Road to Lauderdale Drive and the pulverization and paving from Lauderdale Drive to Whitewater Creek was recently advertised. Three bids were received and opened on February 8, 2024. They were as follows:

	<u>Base Bid</u>
RR Walton & Company LTD	\$1,522,177.00
Rock Road Companies	\$1,568,606.40
Fischer Excavating Inc	\$1,885,639.70

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

The Task Order for design was approved in August 2022. The Reconstruction Project was approved as part of the 2024 CIP in the 2024-2025 budget approved by Council in November 2023.

FINANCIAL IMPACT
(If none, state N/A)

The City has budgeted money for three projects (Ann/Fremont, Forest, and Fremont) totaling \$3,322,295. The total of all three bids equals \$3,179,064.45 which includes the bid from RR Walton & Company for \$1,522,177.00.

STAFF RECOMMENDATION

The low bid is from RR Walton & Company LTD. Staff would recommend forwarding approval of RR Walton & Company to the full Council.

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

1. Strand Letter and Bid Tab



February 8, 2024

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

Re: North Fremont Street Reconstruction
Contract 3-2024
City of Whitewater, Wisconsin (City)

Dear Brad,

Bids for the above-referenced Project were opened on February 8, 2024. Three Bids were received with the resulting Bid tabulation enclosed.

RR Walton & Company, LTD (RR Walton) of Whitewater, Wisconsin, was the apparent low Bidder with a Bid of \$1,522,177. The Bid included a Bid Bond for 10 percent and Addendum No. 1 was acknowledged. The Bid is deemed to be responsive.

Strand Associates, Inc.® has previously worked with RR Walton on several projects for the City, including the Industrial Drive Water Main project and the Water Department Storage Garage project. For those projects, RR Walton was determined to be responsible.

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

Please contact me at 608-251-4843 with any questions regarding this project.

Sincerely,

STRAND ASSOCIATES, INC.®

Mark A. Fisher, P.E.

Enclosure

North Fremont Street Reconstruction

Contract 3-2024

City of Whitewater, Wisconsin

Solicitor: Strand Associates, Inc.

February 8, 2024 1 P.M.

Section Title	Line Item	Item Description	UoM	Quantity	Unit Price	Extension	RR Walton & Company LTD	Rock Road Companies, Inc.	Fischer Excavating, Inc.	
							Unit Price	Extension	Unit Price	Extension
Sanitary Sewer	1	18-IN DIA SDR 35 PVC Sanitary Sewer	LF	710	\$205.00	\$145,550.00	\$139.00	\$98,690.00	\$188.50	\$133,835.00
	2	18-IN DIA C900 PVC Sanitary Sewer	LF	440	\$235.00	\$103,400.00	\$178.00	\$78,320.00	\$253.00	\$111,320.00
	3	12-IN DIA C900 PVC Sanitary Sewer	LF	20	\$180.00	\$3,600.00	\$162.00	\$3,240.00	\$177.00	\$3,540.00
	4	8-IN DIA SDR 35 PVC Sanitary Sewer	LF	230	\$110.00	\$25,300.00	\$103.00	\$23,690.00	\$148.00	\$34,040.00
	5	18-IN by 6-IN C900 PVC Wye	EA	4	\$3,520.00	\$14,080.00	\$3,000.00	\$12,000.00	\$4,051.00	\$16,204.00
	6	18-IN by 4-IN SDR 35 PVC Wye	EA	3	\$1,290.00	\$3,870.00	\$950.00	\$2,850.00	\$1,235.00	\$3,705.00
	7	18-IN by 6-IN SDR 35 PVC Wye	EA	3	\$1,550.00	\$4,650.00	\$1,400.00	\$4,200.00	\$1,383.00	\$4,149.00
	8	6-IN C900 PVC Sanitary Sewer Lateral	LF	110	\$145.00	\$15,950.00	\$137.00	\$15,070.00	\$112.00	\$12,320.00
	9	4-IN SDR 35 PVC Sanitary Sewer Lateral	LF	110	\$120.00	\$13,200.00	\$118.00	\$12,980.00	\$97.00	\$10,670.00
	10	6-IN SDR 35 PVC Sanitary Sewer Lateral	LF	110	\$126.00	\$13,860.00	\$123.00	\$13,530.00	\$98.00	\$10,780.00
	11	4-FT DIA Sanitary Sewer MH	EA	4	\$9,000.00	\$36,000.00	\$6,100.00	\$24,400.00	\$6,741.00	\$26,964.00
	12	5-FT DIA Sanitary Sewer MH	EA	2	\$10,500.00	\$21,000.00	\$7,500.00	\$15,000.00	\$7,645.00	\$15,290.00
	13	Hauled-in Granular Backfill	T	600	\$15.00	\$9,000.00	\$9.30	\$5,580.00	\$15.00	\$9,000.00
	14	Revised Inspection of New Sanitary Sewer	LF	1380	\$5.07	\$6,996.60	\$3.68	\$5,078.40	\$1.50	\$2,070.00
	15	Sanitary Sewer Removal/Abandonment	LS	1	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$51,000.00	\$51,000.00
Water Main										
	16	12-IN DIA DI Water Main	LF	1200	\$145.00	\$174,000.00	\$137.00	\$164,400.00	\$172.00	\$206,400.00
	17	6-IN DIA Fire Hydrant Lead	LF	30	\$120.00	\$3,600.00	\$83.00	\$2,490.00	\$105.00	\$3,150.00
	18	12-IN Valve and Road Box	EA	4	\$4,250.00	\$17,000.00	\$4,800.00	\$19,200.00	\$5,425.00	\$21,700.00
	19	Fire Hydrant W/ Auxiliary Valve and Road Box	EA	2	\$8,200.00	\$16,400.00	\$8,100.00	\$16,200.00	\$8,588.00	\$17,176.00
	20	1-IN Corporation Stop, Curb Stop, and Box	EA	8	\$500.00	\$4,000.00	\$900.00	\$7,200.00	\$1,087.00	\$8,696.00
	21	1-IN Copper Water Service	LF	210	\$70.00	\$14,700.00	\$120.00	\$25,200.00	\$98.00	\$20,580.00
	22	Replace Private Lead Water Service at 373 North Fremont Street (50 LF)	LS	1	\$4,000.00	\$4,000.00	\$7,000.00	\$7,000.00	\$4,106.00	\$4,106.00
	23	2-IN Corporation Stop, Curb Stop, and Box	EA	2	\$2,500.00	\$5,000.00	\$1,900.00	\$3,800.00	\$2,120.00	\$4,240.00
	24	2-IN Copper Water Service	LF	300	\$85.00	\$25,500.00	\$69.00	\$20,700.00	\$68.00	\$20,400.00
	25	Live Tap Existing 16-IN Water Main (INCL 12-IN Valve and Road Box)	LS	1	\$10,000.00	\$10,000.00	\$16,200.00	\$16,200.00	\$16,928.00	\$16,928.00
	26	Connect New Water Main to Existing Water Main	EA	5	\$4,000.00	\$20,000.00	\$4,000.00	\$20,000.00	\$3,444.00	\$17,220.00
	27	Hauled-in Granular Backfill	T	200	\$15.00	\$3,000.00	\$15.30	\$3,060.00	\$15.00	\$3,000.00
	28	Abandon Existing Water Main and Appurtenances	LS	1	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$1,878.00	\$1,878.00

Storm Sewer									
29	12-IN RCP Storm Sewer	LF	25	\$96.00	\$2,400.00	\$134.00	\$3,350.00	\$99.00	\$2,475.00
30	15-IN RCP Storm Sewer	LF	275	\$100.00	\$27,500.00	\$101.00	\$27,775.00	\$102.00	\$28,050.00
31	18-IN RCP Storm Sewer	LF	185	\$125.00	\$23,125.00	\$96.00	\$17,760.00	\$99.00	\$18,315.00
32	6-IN PVC Underdrain for Roadway	LF	50	\$70.00	\$3,500.00	\$39.00	\$1,950.00	\$33.00	\$1,650.00
33	4-FT DIA Storm Sewer MH	EA	1	\$2,500.00	\$2,500.00	\$3,300.00	\$3,300.00	\$4,713.00	\$4,713.00
34	2-FT by 3-FT Storm Sewer Inlet	EA	5	\$2,600.00	\$13,000.00	\$3,100.00	\$15,500.00	\$4,009.00	\$20,045.00
35	18-IN RCP Apron End Wall W/ Pipe Gate	EA	2	\$2,000.00	\$4,000.00	\$1,400.00	\$2,800.00	\$843.00	\$1,686.00
36	Hauled-in Granular Backfill	T	100	\$15.00	\$1,500.00	\$28.00	\$2,800.00	\$15.00	\$1,500.00
37	Abandon/Remove Existing Storm Sewer	LS	1	\$2,000.00	\$2,000.00	\$4,700.00	\$4,700.00	\$1,253.00	\$1,253.00
Street Construction and Restoration									
38	Concrete Driveway and Sidewalk Removal	SY	1120	\$10.00	\$11,200.00	\$6.00	\$6,720.00	\$7.00	\$7,840.00
39	Concrete Curb and Gutter Removal	LF	2300	\$5.50	\$12,650.00	\$4.30	\$9,890.00	\$4.50	\$10,350.00
40	Common Excavation	LS	1	\$9,000.00	\$9,000.00	\$122,000.00	\$122,000.00	\$118,103.00	\$118,103.00
41	Clearing and Grubbing	LS	1	\$1,500.00	\$1,500.00	\$3,229.00	\$3,229.00	\$4,000.00	\$14,000.00
42	Excavation Below Subgrade (EBS)	CY	350	\$37.00	\$12,950.00	\$13.75	\$4,812.50	\$20.00	\$7,000.00
43	EBS Backfill	T	700	\$19.00	\$13,300.00	\$15.50	\$10,850.00	\$19.00	\$13,300.00
44	Geotextile for Subgrade Stabilization	SY	1000	\$3.00	\$3,000.00	\$1.50	\$1,500.00	\$2.40	\$2,400.00
45	Crushed Aggregate Base Course	T	3200	\$17.00	\$54,400.00	\$15.50	\$49,600.00	\$22.50	\$72,000.00
46	30-IN Concrete Curb and Gutter	LF	2200	\$23.00	\$50,600.00	\$21.50	\$47,300.00	\$21.50	\$47,300.00
47	24-IN Concrete Curb and Gutter	LF	100	\$30.00	\$3,000.00	\$36.70	\$3,670.00	\$36.70	\$3,670.00
48	4-IN Concrete Sidewalk	SF	8700	\$7.00	\$60,900.00	\$7.48	\$65,076.00	\$6.55	\$56,985.00
49	6-IN Concrete Sidewalk	SF	2600	\$8.00	\$20,800.00	\$8.53	\$22,178.00	\$7.60	\$19,760.00
50	6-IN Concrete Driveway Apron	SF	1900	\$8.00	\$15,200.00	\$8.43	\$16,017.00	\$7.50	\$14,250.00
51	Cast Iron Detectable Warning at Sidewalk Ramp	SF	150	\$60.00	\$9,000.00	\$45.00	\$6,750.00	\$45.00	\$6,750.00
52	Asphaltic Concrete Driveway Apron	SF	1200	\$6.70	\$8,040.00	\$5.75	\$6,900.00	\$5.75	\$6,900.00
53	Asphaltic Concrete Pavement - Lower Course	T	540	\$76.00	\$41,040.00	\$74.35	\$40,149.00	\$74.35	\$40,149.00
54	Asphaltic Concrete Pavement - Upper Course	T	450	\$72.50	\$32,625.00	\$82.92	\$37,314.00	\$83.00	\$37,350.00
55	Turf Restoration?Topsoil, Seed, and Mulch/Erosion Mat	LS	1	\$30,000.00	\$30,000.00	\$19,110.00	\$19,110.00	\$8,840.00	\$8,840.00
56	Erosion Mat, Class 2, Type B	SY	60	\$3.00	\$180.00	\$2.50	\$150.00	\$2.50	\$150.00
57	Traffic Control	LS	1	\$9,000.00	\$9,000.00	\$2,800.00	\$2,800.00	\$2,800.00	\$2,800.00
North Fremont Street Pulverization									
58	Concrete Driveway and Sidewalk Removal	SY	110	\$10.00	\$1,100.00	\$14.00	\$1,540.00	\$8.00	\$880.00
59	Concrete Curb and Gutter Removal	LF	40	\$5.00	\$200.00	\$7.00	\$280.00	\$4.50	\$180.00
60	Common Excavation	LS	1	\$8,500.00	\$8,500.00	\$54,000.00	\$54,000.00	\$162,000.00	\$162,000.00
61	Clearing and Grubbing	LS	1	\$1,500.00	\$1,500.00	\$4,421.00	\$4,421.00	\$6.00	\$6.00
62	Pulverize and Grade Existing Asphalt Pavement and Base Course	SY	9200	\$0.62	\$5,704.00	\$0.61	\$5,612.00	\$3.00	\$27,600.00
63	Supplemental Dense-Graded Base Course Shoulder Excavation	T	500	\$4.75	\$2,375.00	\$17.50	\$8,750.00	\$33.00	\$16,500.00
64	Excavation Below Subgrade (EBS)	CY	800	\$38.00	\$30,400.00	\$13.75	\$11,000.00	\$20.00	\$16,000.00

	65	EBS Backfill (3-IN Dense-Graded Base Course)	T	1600	\$21.00	\$33,600.00	\$15.50	\$24,800.00	\$19.00	\$30,400.00
	66	Geotextile for Subgrade Stabilization	SY	2000	\$3.00	\$6,000.00	\$1.50	\$3,000.00	\$2.50	\$5,000.00
	67	30-IN Concrete Curb and Gutter	LF	40	\$45.00	\$1,800.00	\$45.00	\$1,800.00	\$45.00	\$1,800.00
	68	Asphaltic Concrete Pavement - Lower Course	T	1350	\$63.10	\$85,185.00	\$73.94	\$99,819.00	\$74.00	\$99,900.00
	69	Asphaltic Concrete Pavement - Upper Course	T	1100	\$65.00	\$71,500.00	\$77.11	\$84,821.00	\$77.00	\$84,700.00
	70	2-FT-Wide Gravel Shoulder	LF	5700	\$4.74	\$27,018.00	\$1.70	\$9,690.00	\$2.60	\$14,820.00
	71	Turf Restoration - Topsoil, Seed, and Mulch/Erosion Mat	LS	1	\$15,000.00	\$15,000.00	\$40,000.00	\$40,000.00	\$27,880.00	\$27,880.00
	72	Erosion Mat, Class 2, Type B	SY	600	\$3.00	\$1,800.00	\$2.50	\$1,500.00	\$2.50	\$1,500.00
	73	Traffic Control	LS	1	\$9,000.00	\$9,000.00	\$2,800.00	\$2,800.00	\$2,800.00	\$2,800.00
Miscellaneous										
	74	Utility Insulation	SF	96	\$25.00	\$2,400.00	\$4.00	\$384.00	\$5.70	\$547.20
	75	Trail Crossing Signs W/ Posts	EA	4	\$300.00	\$1,200.00	\$660.00	\$2,640.00	\$660.00	\$2,640.00
	76	6-IN White Epoxy Crosswalk Line	LF	380	\$4.76	\$1,808.80	\$4.45	\$1,691.00	\$4.45	\$1,691.00
	77	24-IN White Epoxy Continental Style Crosswalk Bar	LF	60	\$17.76	\$1,065.60	\$17.75	\$1,065.00	\$17.75	\$1,065.00
	78	18-IN White Epoxy Stop Bar Line	LF	80	\$13.30	\$1,064.00	\$13.25	\$1,060.00	\$13.25	\$1,060.00
	79	4-IN White Epoxy Edge Line	LF	400	\$3.00	\$1,200.00	\$2.95	\$1,180.00	\$2.95	\$1,180.00
	80	4-IN Yellow Double Yellow Center Line	LF	450	\$6.00	\$2,700.00	\$5.95	\$2,677.50	\$5.95	\$2,677.50
	81	Epoxy Parking Lot Pavement Markings	LS	1	\$1,000.00	\$1,000.00	\$995.00	\$995.00	\$995.00	\$995.00
	82	Adjust Existing MH Casting	EA	4	\$400.00	\$1,600.00	\$550.00	\$2,200.00	\$959.00	\$3,836.00
	83	Adjust Existing Inlet Casting	EA	1	\$400.00	\$400.00	\$550.00	\$550.00	\$960.00	\$960.00
	84	Adjust Existing Water Valve Box	EA	2	\$75.00	\$150.00	\$250.00	\$500.00	\$325.00	\$650.00
	85	Reset Manhole	EA	11	\$100.00	\$1,100.00	\$185.00	\$2,035.00	\$177.00	\$1,947.00
	86	Small Riprap W/ Fabric	SY	70	\$32.00	\$2,240.00	\$30.00	\$2,100.00	\$64.00	\$4,480.00
	87	Erosion Control	LS	1	\$6,000.00	\$6,000.00	\$9,667.00	\$9,667.00	\$10,000.00	\$10,000.00
Base Bid Total:					\$1,522,177.00	\$1,568,606.40	\$1,885,639.70			



Public Works Agenda Item

Meeting Date:	February 13, 2024
Agenda Item:	Task Order 24-03
Staff Contact (name, email, phone):	Brad Marquardt, bmarguardt@whitewater-wi.gov , 262-473-0139

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

The City signed Task Order 21-05 in March 2021 which was for the design and bidding of the Vanderlip Pumping Station. The bid opening in May 2022 produced bids approximately 50% higher than the cost estimate. The bids were rejected. Since May 2022, Strand has revised the plans and helped the City acquire funding through the Clean Water Fund (CWF). The project was rebid and awarded in October 2023. The contractor will soon be starting construction. Task Order 24-03 will cover inspection services, staking, construction administration, funding assistance, pumping station start-up and record drawings.

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

The Public Works Committee and Common Council approved Task Order 21-05 in February 2021. The Common Council awarded the construction project in October 2023.

FINANCIAL IMPACT
(If none, state N/A)

The cost estimate, based on an hourly rate basis plus expenses, is \$400,000. The Task Order includes approximately \$21,000 for work performed over the original design Task Order amount and already paid for. This work entailed revising the plans, CWF application, preconstruction meeting, shop drawing review and project coordination. The remaining \$379,000 is broken out below.

Task	Revised Cost
RPR Services (1,550 hours)	\$222,000
Construction Staking (15 trips)	\$30,000
Project Management/Construction Administration/Site Visits (560 hours)	\$113,000
Funding Assistance (42 hours)	\$7,000
Pumping Station Start-Up/Punchlist (18 hours)	\$4,000
Record Drawings (16 hours)	<u>\$3,000</u>
Totals	\$379,000

STAFF RECOMMENDATION

Staff's recommendation is to recommend approval to the full Council. Staff worked with Strand to reduce the original amount down from \$469,000 to the current amount. This is a long construction project starting in February and going into October/November, with Strand's duties going into the spring of 2025.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Draft Task Order 24-03
-



OWNER REVIEW

Task Order No. 24-03
City of Whitewater, Wisconsin (OWNER)
and Strand Associates, Inc.® (ENGINEER)
Pursuant to Agreement for Technical Services dated December 30, 2020

Project Information

Project Name: Vanderlip Pumping Station and Force Main Construction

Project Description: Construction of new pumping station, force main, gravity sewer, miscellaneous utilities, and restoration.

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

Scope of Services

ENGINEER will provide the following services to OWNER:

1. Provide contract administration services including conducting a preconstruction conference, review of contractor's shop drawing submittals, review of contractor's periodic pay requests, observation and measurement of constructed quantities, attendance at up to four construction progress meetings, and participation in project closeout.
2. Provide one iteration of construction staking for sanitary sewer, water main, storm sewer, force main, street subgrade, curb and gutter, and finished base course. Up to 15 staking site visits are included. Any additional iterations of construction staking required as a result of contractor's negligence shall be considered additional services.
3. Provide resident project representative for up to 1,550 hours of full-time construction observation.
4. Provide up to 42 hours of assistance with Clean Water Fund financing through the Wisconsin Department of Natural Resources.
5. Provide record drawings in electronic format from information compiled from contractor's records. ENGINEER is providing drafting Services only for record drawings based on the records presented to ENGINEER by contractor and OWNER. ENGINEER will not be liable for the accuracy of the record drawings information provided by contractor and OWNER.

Compensation

OWNER shall compensate ENGINEER for Services under this Task Order on an hourly rate basis plus expenses an estimated fee of \$400,000.



Public Works Agenda Item

Meeting Date:	February 13, 2024
Agenda Item:	WE Energies Easement
Staff Contact (name, email, phone):	Brad Marquardt, bmarguardt@whitewater-wi.gov , 262-473-0139

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

In conjunction with the Ann Street/Fremont Street reconstruction project, WE Energies needs to upgrade and relocate a gas main located within Cravath Lakefront Park. They are requesting an easement from the City to do this work.

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

N/A

FINANCIAL IMPACT
(If none, state N/A)

There is no financial impact to the City.

STAFF RECOMMENDATION

Staff's recommendation is to recommend approval to the full council.

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

1. City of Whitewater Easement
2. City of Whitewater temporary Exhibit A

DISTRIBUTION EASEMENT
GAS

Document Number

WR NO. **4937699** IO NO. **MRL15502318**

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

The easement area is described as strips of land ten (10) feet in width of Grantor's premises described as part of **Lot 7, Block 3, in Tripp's Addition to the Village (now City) of Whitewater**, and a part of the **Southwest 1/4 of Section 4, Township 4 North, Range 15 East**, City of Whitewater, County of Walworth, State of Wisconsin, excepting that part designated for road purposes.

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

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

/TR00017, /TR00018 & /WUP00264
(Parcel Identification Number)

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

Grantor:

CITY OF WHITEWATER

By _____

(Print name and title): _____

By _____

(Print name and title): _____

Personally came before me in _____ County, Wisconsin on _____, 2024,
the above named _____, the _____
and _____, the _____
of the CITY OF WHITEWATER, for the municipal corporation, by its authority, and pursuant to Resolution File
No. _____ adopted by its _____ on _____.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____

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

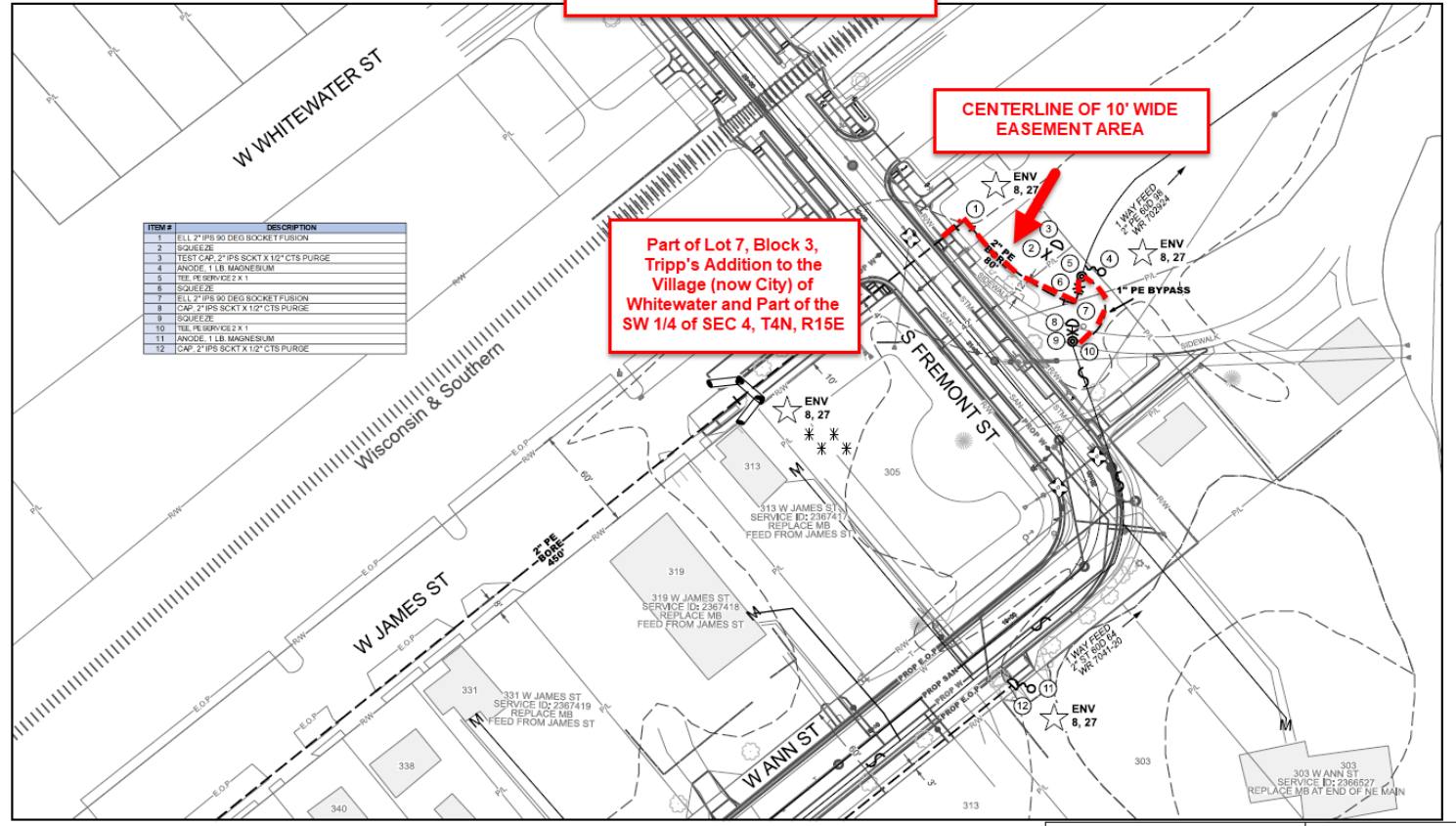


TEMPORARY EXHIBIT A

CENTERLINE OF 10' WIDE
EASEMENT AREA

Part of Lot 7, Block 3,
Tripp's Addition to the
Village (now City) of
Whitwater and Part of the
SW 1/4 of SEC 4, T4N, R15E

ITEM #	DESCRIPTION
1	ELL 2" IPS 90 DEG SOCKET FUSION
2	SQUEEZE
3	TEST CAP 2" IPS SCKT X 1/2" CTS PURGE
4	ANODE 1 LB MAGNESIUM
5	TIE PL SERVICE 2 X 1
6	SQUEEZE
7	ELL 2" IPS 90 DEG SOCKET FUSION
8	CAP 2" IPS SCKT X 1/2" CTS PURGE
9	SQUEEZE
10	TIE PL SERVICE 2 X 1
11	ANODE 1 LB MAGNESIUM
12	CAP 2" IPS SCKT X 1/2" CTS PURGE





Public Works Agenda Item

Meeting Date:	February 13, 2024
Agenda Item:	Starin Road ROW Plat and CSM
Staff Contact (name, email, phone):	Brad Marquardt, bmarguardt@whitewater-wi.gov , 262-473-0139

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

When the property was acquired to extend Starin Road from Whitewater Creek to Newcomb Street, it was all acquired as right of way. In order to define the true road right of way for Starin Road, a Right-of-Way Plat needs to be completed. The Certified Survey Map defines the remaining area outside the Starin Road right of way into Lots 1, 2 and 3 and an Outlot 1. Since all the land was originally acquired as right of way, a correction affidavit will be submitted stipulating that the City did not intend to use or dedicate all of the land for public road purposes but rather the actual public road portion has been dedicated via a right of way plat and the remainder of said land was not dedicated for public road purposes and is not intended to be used for public road purposes.

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

N/A

FINANCIAL IMPACT
(If none, state N/A)

By defining the ROW and creating lots, the City can sell the lots with the proceeds going to the Fire Department.

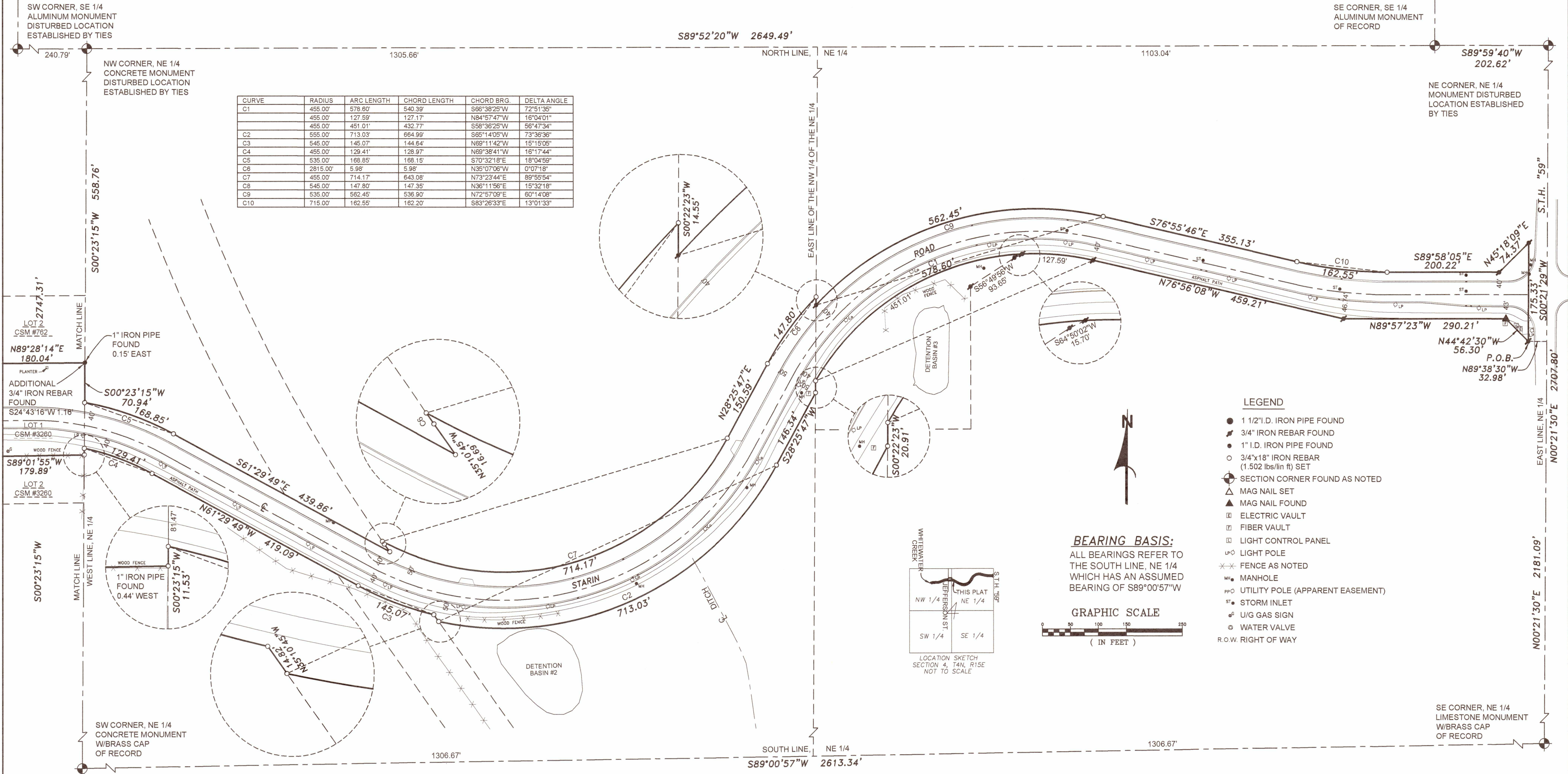
STAFF RECOMMENDATION

No action is required. This is for informational purposes.

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

1. Starin Road Right-of-Way Plat
2. Starin Road Certified Survey Map

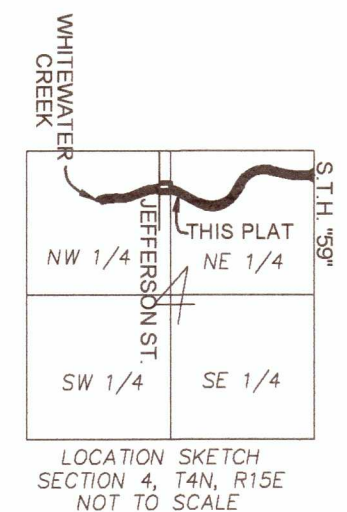
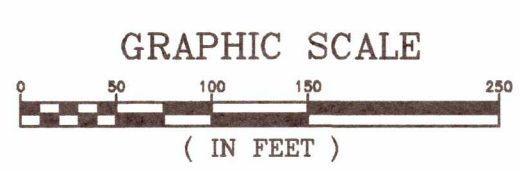
STARIN ROAD RIGHT OF WAY PLAT



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BRG.	DELTA ANGLE
C1	455.00'	578.60'	540.39'	S66°38'25"W	72°51'35"
	455.00'	127.59'	127.17'	N84°57'47"W	16°04'01"
	455.00'	451.01'	432.77'	S58°36'25"W	56°47'34"
C2	555.00'	713.03'	664.99'	S65°14'05"W	73°36'36"
C3	545.00'	145.07'	144.84'	N69°11'42"W	15°19'05"
C4	455.00'	129.41'	128.97'	N69°38'41"W	18°17'44"
C5	535.00'	168.85'	168.15'	S70°32'18"E	18°04'59"
C6	2815.00'	5.98'	5.98'	N36°07'06"W	0°07'18"
C7	455.00'	714.17'	643.08'	N73°23'44"E	89°55'54"
C8	545.00'	147.80'	147.35'	N36°11'56"E	15°32'18"
C9	535.00'	562.45'	536.90'	N72°57'09"E	60°14'08"
C10	715.00'	162.55'	162.20'	S83°26'33"E	13°01'33"

- LEGEND**
- 1 1/2" I.D. IRON PIPE FOUND
 - 3/4" IRON REBAR FOUND
 - 1" I.D. IRON PIPE FOUND
 - 3/4"x18" IRON REBAR (1.502 lbs/lin ft) SET
 - ⊙ SECTION CORNER FOUND AS NOTED
 - △ MAG NAIL SET
 - ▲ MAG NAIL FOUND
 - ▣ ELECTRIC VAULT
 - ▢ FIBER VAULT
 - ▣ LIGHT CONTROL PANEL
 - ⊕ LIGHT POLE
 - ✕ FENCE AS NOTED
 - MH MANHOLE
 - PPU UTILITY POLE (APPARENT EASEMENT)
 - SI STORM INLET
 - UG U/G GAS SIGN
 - WV WATER VALVE
 - R.O.W. RIGHT OF WAY

BEARING BASIS:
ALL BEARINGS REFER TO THE SOUTH LINE, NE 1/4 WHICH HAS AN ASSUMED BEARING OF S89°00'57"W



Notes:
1) Coordinates are referenced to the Wisconsin County Coordinate System, Walworth County, NAD 83/91 Adjustment.



SOUTHWEST SURVEYING & ASSOCIATES, Inc.
P.O. BOX K, PALMYRA, WI, 53156
262-495-4910
920-674-4884

SHEET 1 OF 2
DATE: JANUARY 11, 2024
JOB NO: W-220157

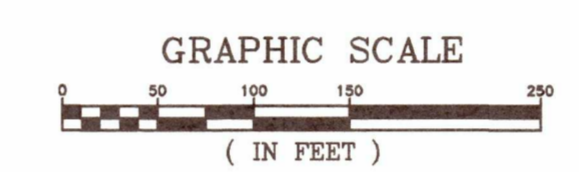
STARIN ROAD RIGHT OF WAY PLAT

Description: Being a part of the NW 1/4 and NE 1/4 of the Fractional NE 1/4 and a part of the NW 1/4 and NE 1/4 of the Fractional NW 1/4, all in Section 4, T4N, R15E, City of Whitewater, Walworth County, Wisconsin, bounded and described as follows:

Commencing at the Limestone Monument with Brass Cap that marks the Southeast corner of the NE 1/4 of said Section 4; Thence N00°21'30"E, along the East line of said NE 1/4, a distance of 2181.09 feet; Thence N89°38'30"W, a distance of 32.98 feet, to a Found 3/4" Rebar that marks the POINT OF BEGINNING of the Right of Way to be described; Thence N44°42'30"W, a distance of 56.30 feet, to a Found Mag Nail; Thence N89°57'23"W, a distance of 290.21 feet, to a Found 3/4" Rebar; Thence N76°56'08"W, a distance of 459.21 feet, to a Found 3/4" Rebar that marks a point of curvature, said curve having its center point in the Southerly direction, a radius of 455.00 feet, a delta angle of 72°51'35", a chord length of 540.39 feet, and a chord bearing of S66°38'25"W; Thence Southwesterly along the arc of said curve, a distance of 578.60 feet, to the East line of the NW 1/4 of said NE 1/4 and to a Set 3/4"x18" Iron Rebar(Set 3/4" Rebar); Thence S00°22'23"W, along said East line, a distance of 20.91 feet, to a Set 3/4" Rebar; Thence S28°25'47"W, a distance of 146.34 feet, to a Set 3/4" Rebar that marks a point of curvature, said curve having its center point in the Northerly direction, a radius of 545.00 feet, a delta angle of 73°36'36", a chord length of 664.99 feet, and a chord bearing of S65°14'05"W; Thence Southwesterly along the arc of said curve, a distance of 713.03 feet, to a Set 3/4" Rebar; Thence N35°10'45"W, a distance of 14.82 feet, to a Set 3/4" Rebar that marks a point of curvature, said curve having its center point in the Northerly direction, a radius of 545.00 feet, a delta angle of 15°15'05", a chord length of 144.84 feet, and a chord bearing of N69°11'42"W; Thence Northwesterly along the arc of said curve, a distance of 145.07 feet, to a Set 3/4" Rebar; Thence N61°29'49"W, a distance of 419.09 feet, to a Set 3/4" Rebar that marks a point of curvature, said curve having its center point in the Southerly direction, a radius of 455.00 feet, a delta angle of 16°17'44", a chord length of 128.97 feet, and a chord bearing of N69°38'41"W; Thence Northwesterly along the arc of said curve, a distance of 129.41 feet, to the West line of said NE 1/4 and to a Set 3/4" Rebar; Thence S00°23'15"W, along said West line, a distance of 11.53 feet, to the South line of Lot 1 of Certified Survey Map No. 3260, and to a Set 3/4" Rebar; Thence S89°01'55"W, along said South line, a distance of 179.89 feet, to the Easterly Right of Way line of Jefferson Street and a Set 3/4" Rebar; Thence N80°34'30"W, a distance of 60.76 feet, to the Westerly Right of Way line of said Jefferson Street; Thence N45°12'57"W, a distance of 17.78 feet, to a Set 3/4" Rebar; Thence S89°21'42"W, a distance of 56.44 feet, to a Set 3/4" Rebar that marks a point of curvature, said curve having its center point in the Southerly direction, a radius of 455.00 feet, a delta angle of 20°42'22", a chord length of 163.54 feet, and a chord bearing of S79°00'30"W; Thence Southwesterly along the arc of said curve, a distance of 164.43 feet, to a Set 3/4" Rebar; Thence S68°39'18"W, a distance of 266.97 feet, to a Set 3/4" Rebar that marks a point of curvature, said curve having its center point in the Northerly direction, a radius of 545.00 feet, a delta angle of 25°35'17", a chord length of 241.38 feet, and a chord bearing of S81°26'58"W; Thence Southwesterly along the arc of said curve, a distance of 243.40 feet, to a Set 3/4" Rebar; Thence N85°45'24"W, a distance of 72.17 feet, to a Set 3/4" Rebar that marks a point of curvature, said curve having its center point in the Southerly direction, a radius of 461.06 feet, a delta angle of 18°08'34", a chord length of 145.39 feet, and a chord bearing of S85°10'19"W; Thence Southwesterly along the arc of said curve, a distance of 145.99 feet, to a Set 3/4" Rebar and to a Meander line, being N76°06'03"E 63.7 feet, more or less, from the Easterly bank of Whitewater Creek; Thence N60°41'19"W, along said Meander Line, a distance of 116.84 feet, to a Set 3/4" Rebar, being N76°06'03"E 30.0 feet, more or less, from said Easterly bank; Thence N76°06'03"E, a distance of 85.16 feet, to a Set 3/4" Rebar that marks a point of curvature, said curve having its center point in the Southerly direction, a radius of 541.06 feet, a delta angle of 18°08'34", a chord length of 170.61 feet, and a chord bearing of N85°10'19"E; Thence Northeasterly along the arc of said curve, a distance of 171.33 feet, to a Set 3/4" Rebar; Thence S85°45'24"E, a distance of 207.67 feet, to a Set 3/4" Rebar that marks a point of curvature, said curve having its center point in the Northerly direction, a radius of 465.00 feet, a delta angle of 25°35'17", a chord length of 205.95 feet, and a chord bearing of N81°26'58"E; Thence Northeasterly along the arc of said curve, a distance of 207.67 feet, to a Set 3/4" Rebar; Thence N68°39'18"E, a distance of 266.97 feet, to a Set 3/4" Rebar that marks a point of curvature, said curve having its center point in the Southerly direction, a radius of 535.00 feet, a delta angle of 20°42'23", a chord length of 192.29 feet, and a chord bearing of N79°00'30"E; Thence Northeasterly along the arc of said curve, a distance of 193.35 feet, to a Set 3/4" Rebar; Thence N89°21'42"E, a distance of 47.62 feet, to a Set 3/4" Rebar; Thence N44°47'03"E, a distance of 32.63 feet, to the Westerly Right of Way line of Jefferson Street, and to a Set Mag Nail; Thence N56°33'34"E, a distance of 72.17 feet, to a Found 1 1/2" Iron Pipe that marks the Easterly Right of Way line of said Jefferson Street, and the Southerly line of Lot 2 of Certified Survey Map No. 762; Thence N89°28'14"E, along said Southerly line, a distance of 180.04 feet, to the West line of said NE 1/4; Thence S00°23'15"W, along said West line, a distance of 70.94 feet, to a Set 3/4" Rebar that marks a point of curvature, said curve having its center point in the Southerly direction, a radius of 2815.00 feet, a delta angle of 00°07'18", a chord length of 168.15 feet, and a chord bearing of S70°32'18"E; Thence Southeastly along the arc of said curve, a distance of 168.85 feet, to a Set 3/4" Rebar; Thence S61°29'49"E, a distance of 439.86 feet, to a Set 3/4" Rebar; Thence N35°10'45"W, a distance of 16.69 feet, to a Set 3/4" Rebar that marks a point of curvature, said curve having its center point in the Northerly direction, a radius of 455.00 feet, a delta angle of 89°55'54", a chord length of 643.08 feet, and a chord bearing of N73°23'44"E; Thence Northeasterly along the arc of said curve, a distance of 714.17 feet, to a Set 3/4" Rebar; Thence N28°25'47"E, a distance of 150.59 feet, to a Set 3/4" Rebar that marks a point of curvature, said curve having its center point in the Southerly direction, a radius of 545.00 feet, a delta angle of 15°32'18", a chord length of 147.35 feet, and a chord bearing of N36°11'56"E; Thence Northeasterly along the arc of said curve, a distance of 147.80 feet, to the East line of the NW 1/4 of said NE 1/4 and to a Set 3/4" Rebar; Thence S00°22'23"W, along said East line, a distance of 14.55 feet, to a Found 3/4" Rebar that marks a point of curvature, said curve having its center point in the Southerly direction, a radius of 535.00 feet, a delta angle of 60°14'08", a chord length of 536.90 feet, and a chord bearing of N72°57'09"E; Thence Northeasterly along the arc of said curve, a distance of 536.90 feet, to a Set 3/4" Rebar that marks a point of curvature, said curve having its center point in the Northerly direction, a radius of 715.00 feet, a delta angle of 13°01'33", a chord length of 162.20 feet, and a chord bearing of S83°26'33"E; Thence Southeastly along the arc of said curve, a distance of 162.55 feet, to a Set 3/4" Rebar; Thence S89°58'05"E, a distance of 200.22 feet, to a Found 3/4" Rebar; Thence N45°18'09"E, a distance of 74.37 feet, to a Found 3/4" Rebar; Thence S00°21'29"W, a distance of 175.33 feet, to the POINT OF BEGINNING, included all lands lying in-between said Meander line and the Center Line of Whitewater Creek containing 382,531 Square Feet or 8.782 Acres of land, more or less

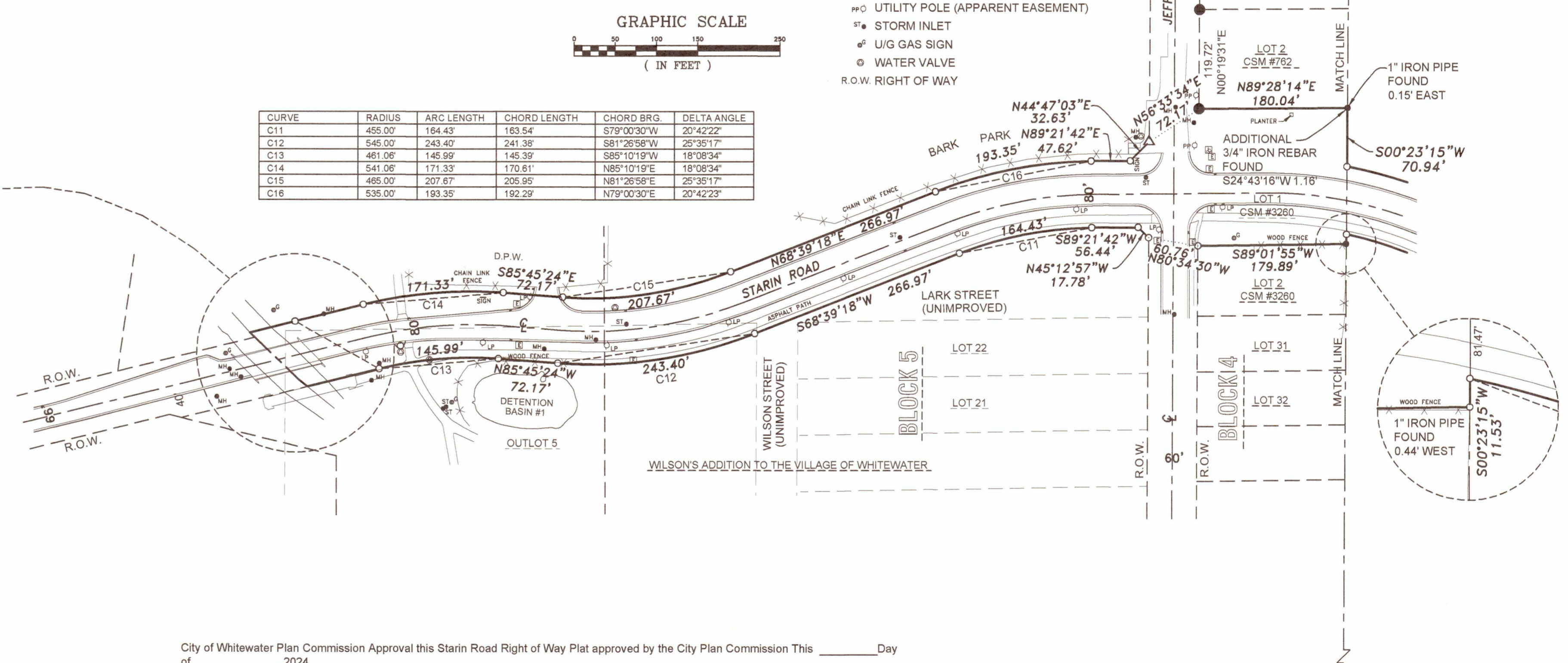
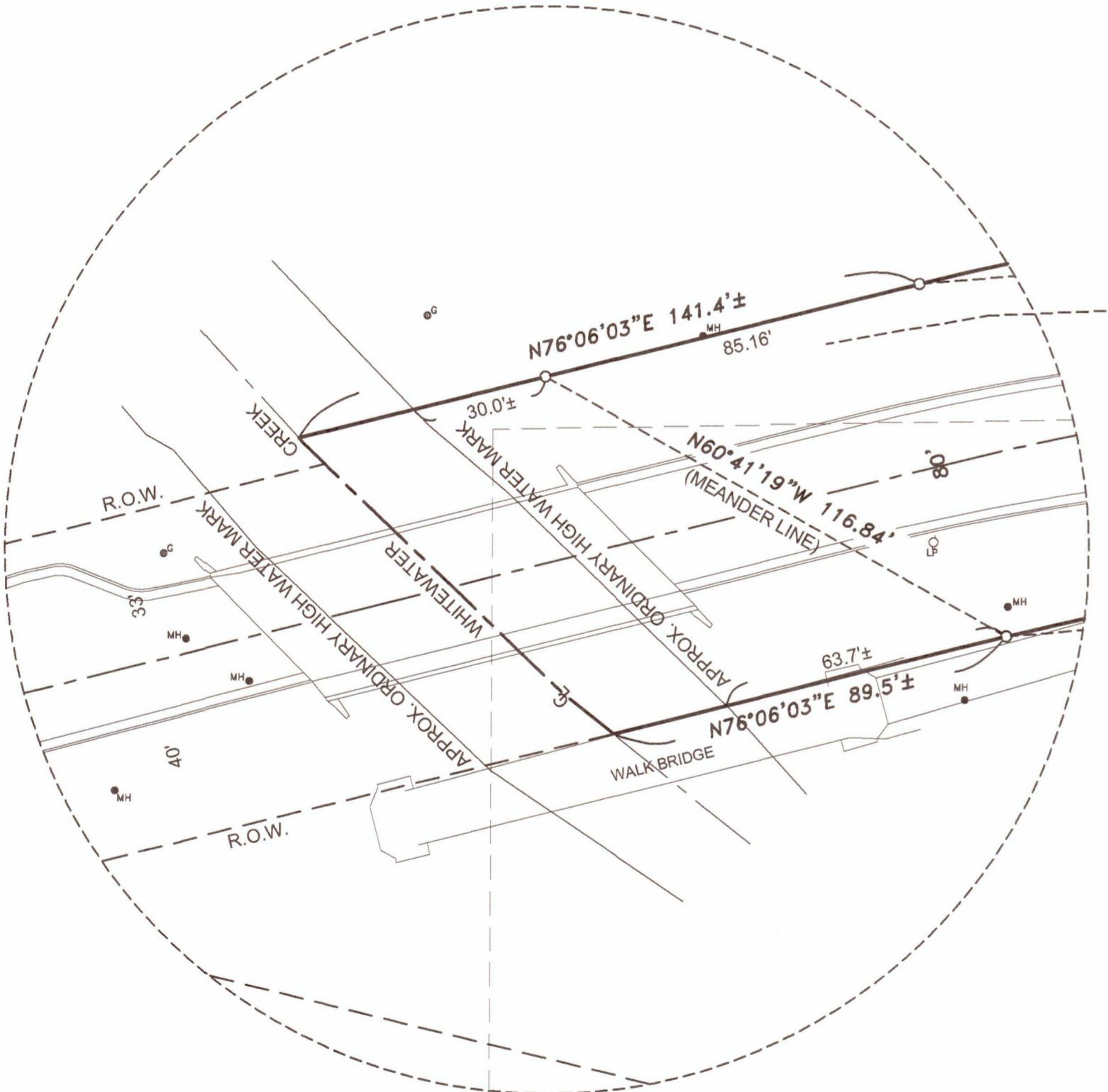


BEARING BASIS:
ALL BEARINGS REFER TO THE SOUTH LINE, NE 1/4 WHICH HAS AN ASSUMED BEARING OF S89°00'57"W



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BRG.	DELTA ANGLE
C11	455.00'	164.43'	163.54'	S79°00'30"W	20°42'22"
C12	545.00'	243.40'	241.38'	S81°26'58"W	25°35'17"
C13	461.06'	145.99'	145.39'	S85°10'19"W	18°08'34"
C14	541.06'	171.33'	170.61'	N85°10'19"E	18°08'34"
C15	465.00'	207.67'	205.95'	N81°26'58"E	25°35'17"
C16	535.00'	193.35'	192.29'	N79°00'30"E	20°42'23"

- LEGEND**
- 1 1/2" I.D. IRON PIPE FOUND
 - 3/4" IRON REBAR FOUND
 - 1" I.D. IRON PIPE FOUND
 - 3/4"x18" IRON REBAR (1.502 lbs/lin ft) SET
 - ⬢ SECTION CORNER FOUND AS NOTED
 - ▲ MAG NAIL SET
 - ▲ MAG NAIL FOUND
 - ▣ ELECTRIC VAULT
 - ▣ FIBER VAULT
 - ▣ LIGHT CONTROL PANEL
 - ⊕ LIGHT POLE
 - ⊗ FENCE AS NOTED
 - MH MANHOLE
 - PPU UTILITY POLE (APPARENT EASEMENT)
 - ST STORM INLET
 - ⊕ U/G GAS SIGN
 - ⊕ WATER VALVE
 - R.O.W. RIGHT OF WAY



SOUTHWEST SURVEYING & ASSOCIATES, Inc.
P.O. BOX K, PALMYRA, WI. 53156
262-495-4910
920-674-4884

I, John C. Kannard, Professional Land Surveyor, hereby certify that in full compliance with the provisions of Section 84.095 of the Wisconsin Statutes and under the direction of the City of Whitewater, I have surveyed and mapped the Starin Road Right of Way Plat and that such plat correctly represents all exterior boundaries of the surveyed land to the best of my knowledge and belief.

John C. Kannard, Professional Land Surveyor, S-2248

City of Whitewater Plan Commission Approval this Starin Road Right of Way Plat approved by the City Plan Commission This _____ Day of _____, 2024.

Niel Hicks, City Council Rep _____ Heather Boehm, Clerk _____

City of Whitewater Clerk Approval this Starin Road Right of Way Plat approved by the City Clerk This _____ Day of _____, 2024.

Heather Boehm, Clerk _____

City of Whitewater City Council Approval this Starin Road Right of Way Plat approved by the City Council This _____ Day of _____, 2024.

John Weidl, City Manager _____ Heather Boehm, Clerk _____

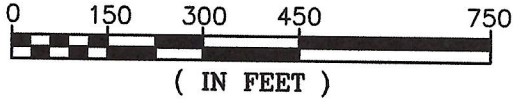
SW CORNER, NE 1/4 CONCRETE MONUMENT W/BRASS CAP OF RECORD

SHEET 2 OF 2
DATE: JANUARY 11, 2024
JOB NO: W-220157

CERTIFIED SURVEY MAP No. _____

BEING A PART OF THE NW 1/4 AND NE 1/4 OF THE NE 1/4 OF FRACTIONAL NE 1/4 OF SECTION 4, T4N, R15E, CITY OF WHITEWATER, WALWORTH COUNTY, WISCONSIN.

GRAPHIC SCALE



BEARING BASIS:

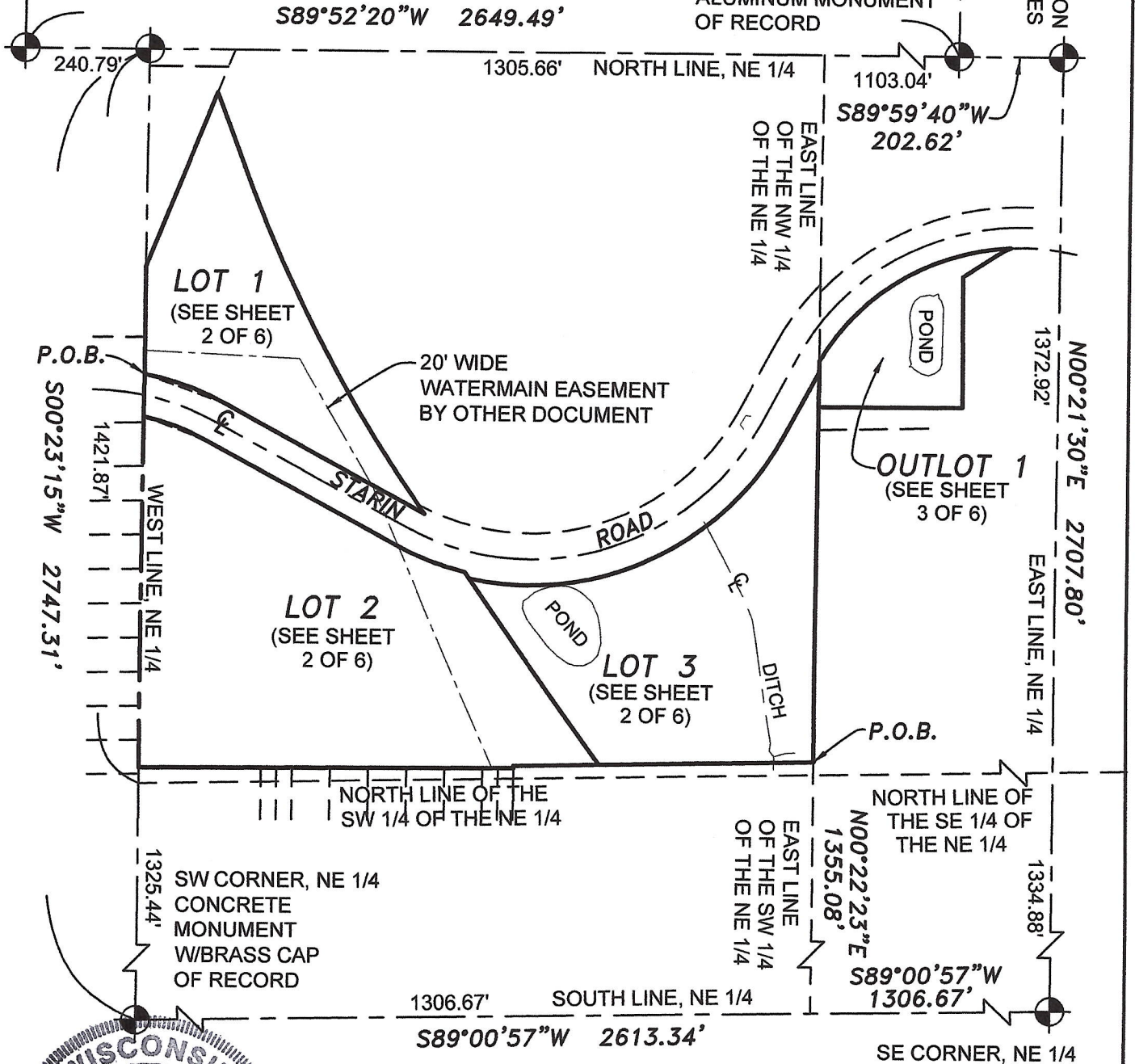
ALL BEARINGS REFER TO THE SOUTH LINE, NE 1/4 WHICH HAS AN ASSUMED BEARING OF S89°00'57"W

SW CORNER, SE 1/4 ALUMINUM MONUMENT DISTURBED LOCATION ESTABLISHED BY TIES

NW CORNER, NE 1/4 CONCRETE MONUMENT DISTURBED LOCATION ESTABLISHED BY TIES

SE CORNER, SE 1/4 ALUMINUM MONUMENT OF RECORD

NE CORNER, NE 1/4 MONUMENT DISTURBED LOCATION ESTABLISHED BY TIES



LEGEND
SECTION CORNER FOUND AS NOTED

SOUTHWEST
SURVEYING & ASSOCIATES, Inc.

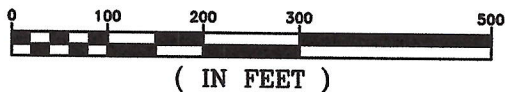
P.O. BOX K, PALMYRA, WI. 53156
262-495-4910
920-674-4884

JOB No.: W-220157
DATE: JANUARY 12, 2024
SHEET 1 OF 6

CERTIFIED SURVEY MAP No. _____

BEING A PART OF THE NW 1/4 AND NE 1/4 OF THE NE 1/4 OF FRACTIONAL NE 1/4 OF SECTION 4,
T4N, R15E, CITY OF WHITEWATER, WALWORTH COUNTY, WISCONSIN.

GRAPHIC SCALE

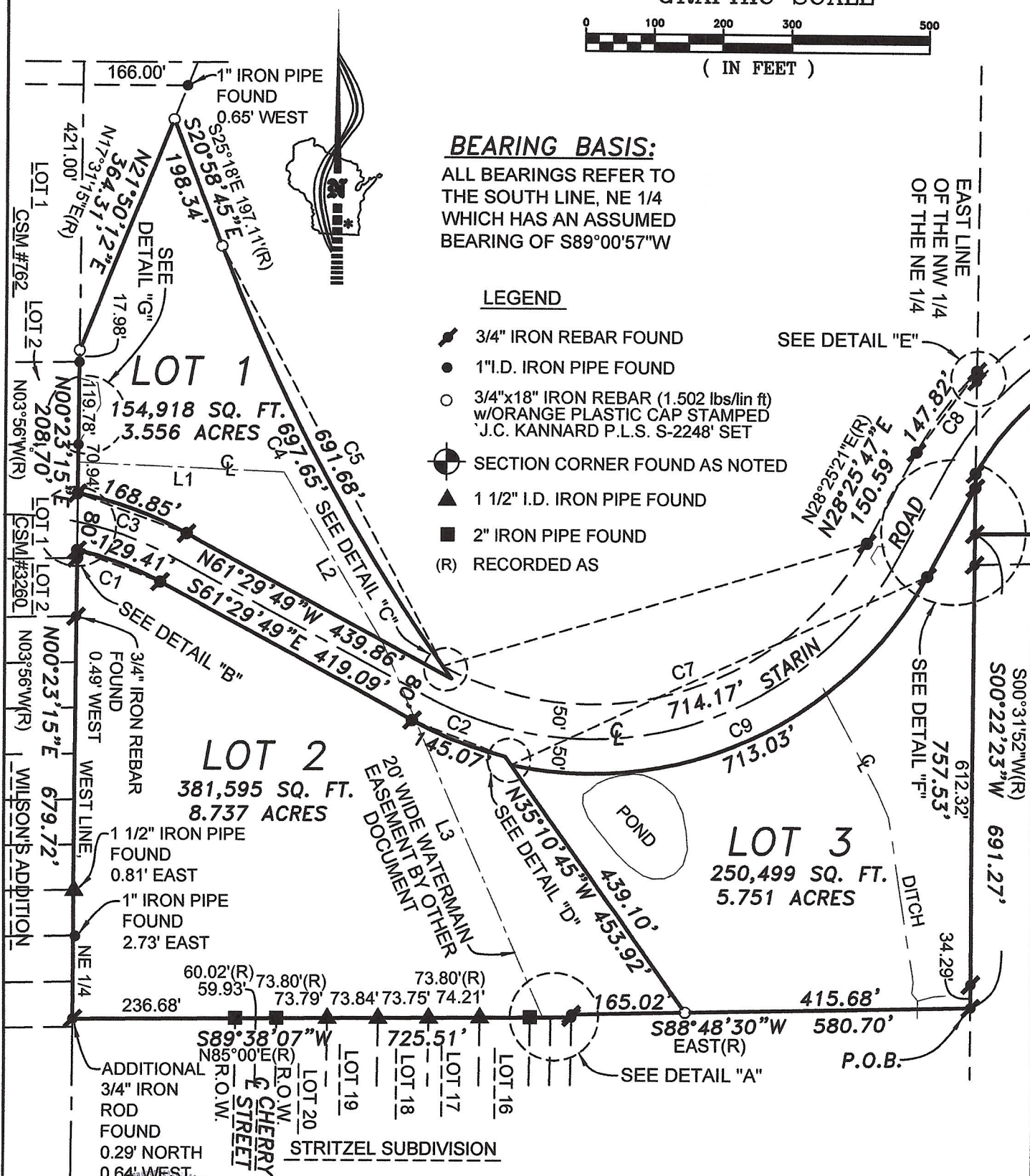


BEARING BASIS:

ALL BEARINGS REFER TO THE SOUTH LINE, NE 1/4 WHICH HAS AN ASSUMED BEARING OF S89°00'57"W

LEGEND

- 3/4" IRON REBAR FOUND
- 1" I.D. IRON PIPE FOUND
- 3/4"x18" IRON REBAR (1.502 lbs/lin ft) w/ORANGE PLASTIC CAP STAMPED 'J.C. KANNARD P.L.S. S-2248' SET
- ⊙ SECTION CORNER FOUND AS NOTED
- ▲ 1 1/2" I.D. IRON PIPE FOUND
- 2" IRON PIPE FOUND
- (R) RECORDED AS



LINE	BEARING	DISTANCE
L1	S87°38'27"E	300.00'
L2	S30°21'56"E	285.86'
L3	S23°21'47"E	591.35'



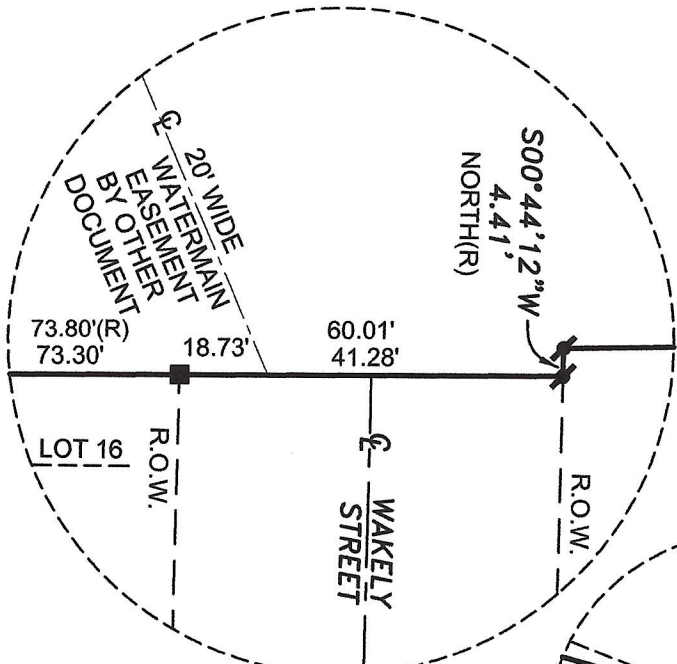
SOUTHWEST
SURVEYING & ASSOCIATES, Inc.

P.O. BOX K, PALMYRA, WI. 53156
262-495-4910
920-674-4884

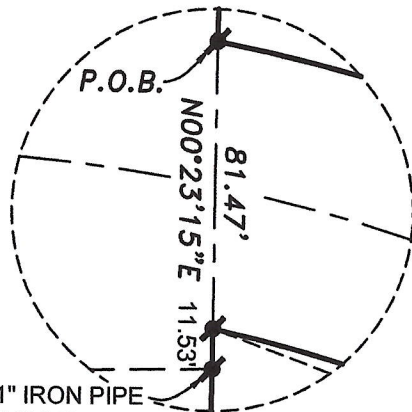
JOB No.: W-220157
DATE: JANUARY 12, 2024
SHEET 2 OF 6

CERTIFIED SURVEY MAP No. _____

BEING A PART OF THE NW 1/4 AND NE 1/4 OF THE NE 1/4 OF FRACTIONAL NE 1/4 OF SECTION 4, T4N, R15E, CITY OF WHITEWATER, WALWORTH COUNTY, WISCONSIN.



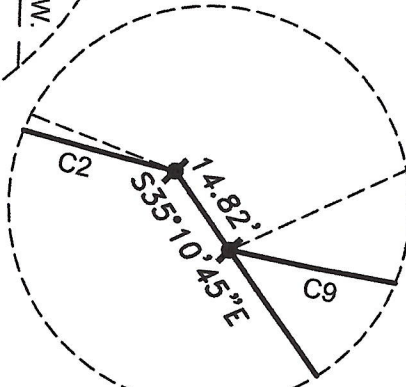
DETAIL "A"
NOT TO SCALE



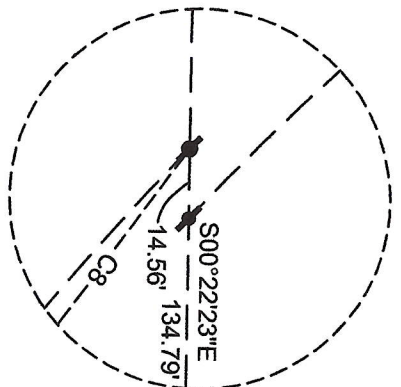
1" IRON PIPE FOUND
0.44' WEST
DETAIL "B"
NOT TO SCALE



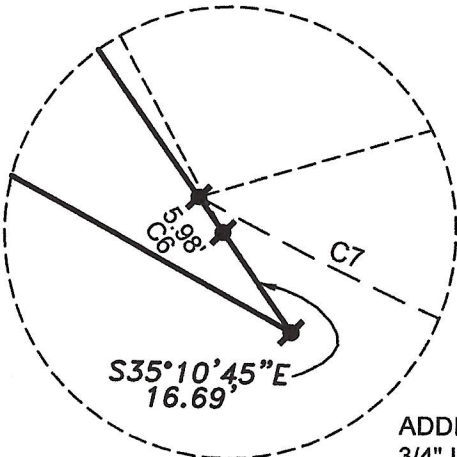
BEARING BASIS:
ALL BEARINGS REFER TO THE SOUTH LINE, NE 1/4 WHICH HAS AN ASSUMED BEARING OF S89°00'57"W



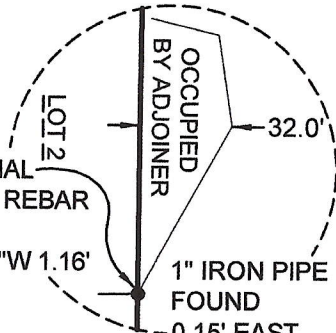
DETAIL "D"
NOT TO SCALE



DETAIL "E"
NOT TO SCALE



DETAIL "C"
NOT TO SCALE

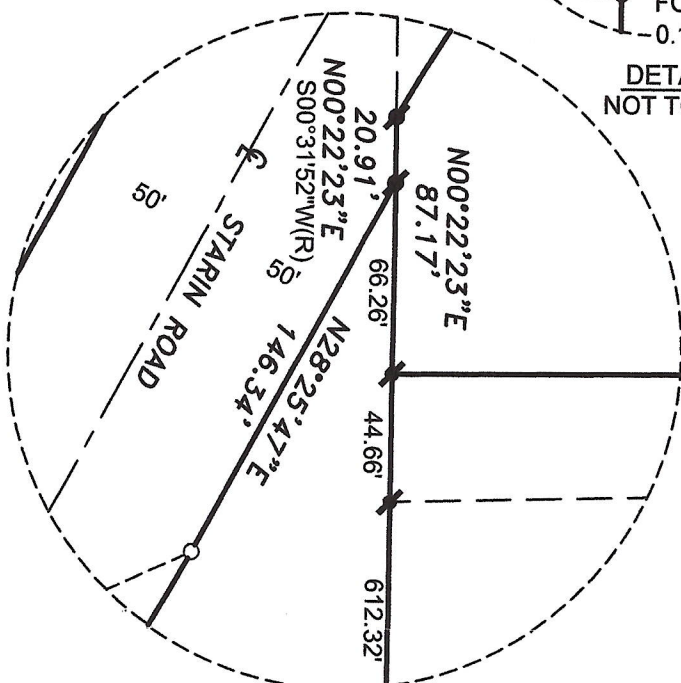


DETAIL "G"
NOT TO SCALE

ADDITIONAL 3/4" IRON REBAR FOUND
S24°43'16"W 1.16'

LEGEND

- ⚡ 3/4" IRON REBAR FOUND
- 1" I.D. IRON PIPE FOUND
- 3/4"x18" IRON REBAR (1.502 lbs/lin ft) w/ORANGE PLASTIC CAP STAMPED 'J.C. KANNARD P.L.S. S-2248' SET
- ⊙ SECTION CORNER FOUND AS NOTED
- ▲ 1 1/2" I.D. IRON PIPE FOUND
- 2" IRON PIPE FOUND
- (R) RECORDED AS



DETAIL "F"
NOT TO SCALE



[Handwritten Signature]

JOB No.: W-220157
DATE: JANUARY 12, 2024
SHEET 4 OF 6

CERTIFIED SURVEY MAP No. _____

BEING A PART OF THE NW 1/4 AND NE 1/4 OF THE NE 1/4 OF FRACTIONAL NE 1/4 OF SECTION 4, T4N, R15E, CITY OF WHITEWATER, WALWORTH COUNTY, WISCONSIN.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BRG.	DELTA ANGLE
C1	455.00'	129.41'	128.97'	S69°38'41"E	16°17'44"
C2	545.00'	145.07'	144.64'	S69°11'42"E	15°15'05"
C3	535.00'	168.85'	168.15'	N70°32'18"W	18°04'59"
C4 WHOLE	2815.00'	697.65'	695.87'	S28°04'45"E	14°12'00"
C4(R)		697.55'		S32°24"E	
C5	2815.00'	691.68'	689.94'	S28°01'06"E	14°04'41"
C6	2815.00'	5.98'	5.98'	S35°07'06"E	00°07'18"
C7	455.00'	714.17'	643.08'	N73°23'44"E	89°55'54"
C7(R)			643.88'	N73°37'33"E	
C8	545.00'	147.82'	147.36'	N36°11'59"E	15°32'23"
C8(R)		147.83'	147.38'	N36°21'36"E	
C9	555.00'	713.03'	664.99'	N65°14'05"E	73°36'36"
C10	455.00'	451.01'	432.77'	N58°36'25"E	56°47'34"
C11	455.00'	127.59'	127.17'	S84°57'47"E	16°04'01"

SURVEYOR'S CERTIFICATE

I, John C. Kannard, Professional Land Surveyor No. 2248, hereby certify:

That I have surveyed, divided, mapped this Certified Survey Map being a part of the NW 1/4 and NE 1/4 of the Fractional NE 1/4 of Section 4, T4N, R15E, City of Whitewater, Walworth County, Wisconsin, bounded and described as follows:

Lot 1

Commencing at the Limestone Monument with Brass Cap that marks the Southeast corner of the NE 1/4 of said Section 4; Thence S89°00'57"W, along the South line of said NE 1/4, a distance of 1306.67 feet, to the East line of the SW 1/4 of said NE 1/4; Thence N00°22'23"E, along said East line and the East line of the NW 1/4 of said NE 1/4, a distance of 1355.08 feet, to a Found 3/4" Iron Rebar that marks Southeast corner of lands described in Document No. 1074425; Thence S88°48'30"W, along the South line of said Document No. 1074425, a distance of 580.70 feet, to a Found 3/4" Iron Rebar; Thence S00°44'12"W, along said South line, a distance of 4.41 feet, to a Found 3/4" Rebar; Thence S89°38'07"W, along said South line, a distance of 725.51 feet, to a Found 3/4" Rebar and the West line of said NE 1/4; Thence N00°23'15"E, along said West line, a distance of 679.72 feet to a Found 3/4" Rebar; Thence continue N00°23'15"E, along said West line, a distance of 81.47 feet, to the Northerly Right of Way(R.O.W.) line of Starin Road and to a Found 3/4" Rebar, and the POINT OF BEGINNING of the lands to be described; Thence continue N00°23'15"E, along said West line, a distance of 208.70 feet, a Set 3/4"x18" Iron Rebar (1.502 lbs/ lin ft) with an orange plastic cap stamped "J.C. Kannard P.L.S. S-2248" (Set 3/4" Rebar); Thence N21°50'12"E, a distance of 364.31 feet, to a Set 3/4" Rebar; Thence S20°58'45"E, a distance of 198.34 feet, to a Set 3/4" Rebar that marks a point of curvature, said curve having it's center point in the Easterly direction, a radius of 2815.00 feet, a delta angle of 14°12'00", a chord length of 695.87 feet, and a chord bearing of S28°04'45"E; Thence Southeasterly along the arc of said curve, a distance of 697.65 feet, to a Found 3/4" Rebar; Thence S35°10'45"E, a distance of 16.69 feet, to a Found 3/4" Rebar on said Northerly R.O.W. line; Thence N61°29'49"W, along said Northerly R.O.W. line, a distance of 439.86 feet, to a Found 3/4" Rebar that marks a point of curvature; said curve having it's center point in the Southerly direction, a radius of 535.00 feet, delta angel of 18°04'59", a chord length of 168.15 feet, and a chord bearing of N70°32'18"W; Thence Northwesterly along the arc of said curve, a distance of 168.85 feet, to the POINT OF BEGINNING, containing 154,918 square feet or 3.556 Acres of land, more or less.



Date: January 12, 2024

CERTIFIED SURVEY MAP No. _____

BEING A PART OF THE NW 1/4 AND NE 1/4 OF THE NE 1/4 OF FRACTIONAL NE1/4 OF SECTION 4, T4N, R15E, CITY OF WHITEWATER, WALWORTH COUNTY, WISCONSIN.

Lots 2, 3, and Outlot 1

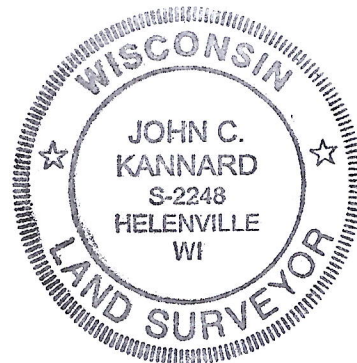
Commencing at the Limestone Monument with Brass Cap that marks the Southeast corner of the NE 1/4 of said Section 4; Thence S89°00'57"W, along the South line of said NE 1/4, a distance of 1306.67 feet, to the East line of the SW 1/4 of said NE 1/4; Thence N00°22'23"E, along said East line and the East line of the NW 1/4 of said NE 1/4, a distance of 1355.08 feet, to a Found 3/4" Iron Rebar that marks Southeast corner of lands described in Document No. 1074425 and the POINT OF BEGINNING of the lands to be described; Thence S88°48'30"W, along the South line of said Document No. 1074425, a distance of 580.70 feet, to a Found 3/4" Iron Rebar; Thence S00°44'12"W, along said South line, a distance of 4.41 feet, to a Found 3/4" Rebar; Thence S89°38'07"W, along said South line, a distance of 725.51 feet, to a Found 3/4" Rebar and the West line of said NE 1/4; Thence N00°23'15"E, along said West line, a distance of 679.72 feet, to a Found 3/4" Rebar that marks a curve in the Southerly Right of Way(R.O.W.) line of Starin Road, said curve having it's center point in the Southerly direction, a radius of 455.00 feet, a delta angle of 16°17'44", a chord length of 128.97 feet, and a chord bearing of S69°11'42"E ; Thence Southeasterly along the arc of said curve, a distance of 129.41 feet, to a Found 3/4" Rebar; Thence S61°29'49"E, along said Southerly R.O.W. line, a distance of 419.09 feet, to a Found 3/4" Rebar that marks a point of curvature, said curve having it's center point in the Northerly direction, a radius of 545.00 feet, a delta angle of 15°15'05", a chord length of 144.64 feet, a chord bearing of S69°11'42"E; Thence Southeasterly along the arc of said curve, a distance of 145.07 feet, to a Found 3/4" Rebar that marks an angle point; Thence S35°10'45"E, a distance of 14.82 feet, to a Found 3/4" Rebar that marks a point of curvature, said curve having it's center point in the Northerly direction, a radius of 555.00 feet, a delta angle of 73°36'36", a chord length of 664.99 feet, and a chord bearing N65°14'05"E; Thence Northeasterly along the arc of said curve, a distance of 713.03 feet, to a Found 3/4" Rebar; Thence N28°25'47"E, along said Southerly R.O.W. line, a distance of 146.34 feet, to a Found 3/4" Rebar; Thence N00°22'23"E, a distance of 20.91 feet, to a Found 3/4" Rebar that marks a point of curvature, said curve having it's center point in the Southerly direction, a radius of 455.00 feet, a delta angle of 56°47'34", a chord length of 432.77 feet, and a chord bearing of N58°36'25"E; Thence Northeasterly along the arc of said curve, a distance of 451.01 feet, to a Found 3/4" Rebar; Thence S64°50'02"W, a distance of 15.70 feet, to a Found 3/4" Rebar; Thence S56°49'56"W, a distance of 93.65 feet, to a Found 3/4" Rebar; Thence S00°09'09"E, a distance of 253.33 feet, to a Found 3/4" Rebar; Thence S89°43'12"W, a distance of 278.06 feet, to the East line of the NW 1/4 of said NE 1/4 and to a Found 3/4" Rebar; Thence S00°22'23"W, a distance of 691.27, to the POINT OF BEGINNING containing 695,486 square feet or 15.966 acres of land, more or less.

I further certify that I have made this survey and map under the direction of the City of Whitewater, owner of said lands, and that this Certified Survey Map is a correct representation of the boundary surveyed and described and that I have complied fully with the provisions of Chapter 236.34 of the State of Wisconsin Statutes in surveying and mapping same.

Certified this 12th day of January, 2024



 John C. Kannard, P.L.S. 2248



CITY OF WHITEWATER APPROVAL:

This Certified Survey Map is hereby approved by the City of Whitewater Common Council.

Dated this ____ day of _____, 2024

 Michele Smith, City Clerk



Public Works Agenda Item

Meeting Date:	February 13, 2024
Agenda Item:	Water main Easement
Staff Contact (name, email, phone):	Brad Marquardt, bmarguardt@whitewater-wi.gov , 262-473-0139

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

Within the lots created by the Starin Road Certified Survey Map there exists a water main. If the City sells these lots, there should be a water main easement in place that would outline what the easement is for, and the rights of the new property owner and the City. In order to have the easement in place, the City must grant to itself an easement.

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

N/A

FINANCIAL IMPACT
(If none, state N/A)

N/A

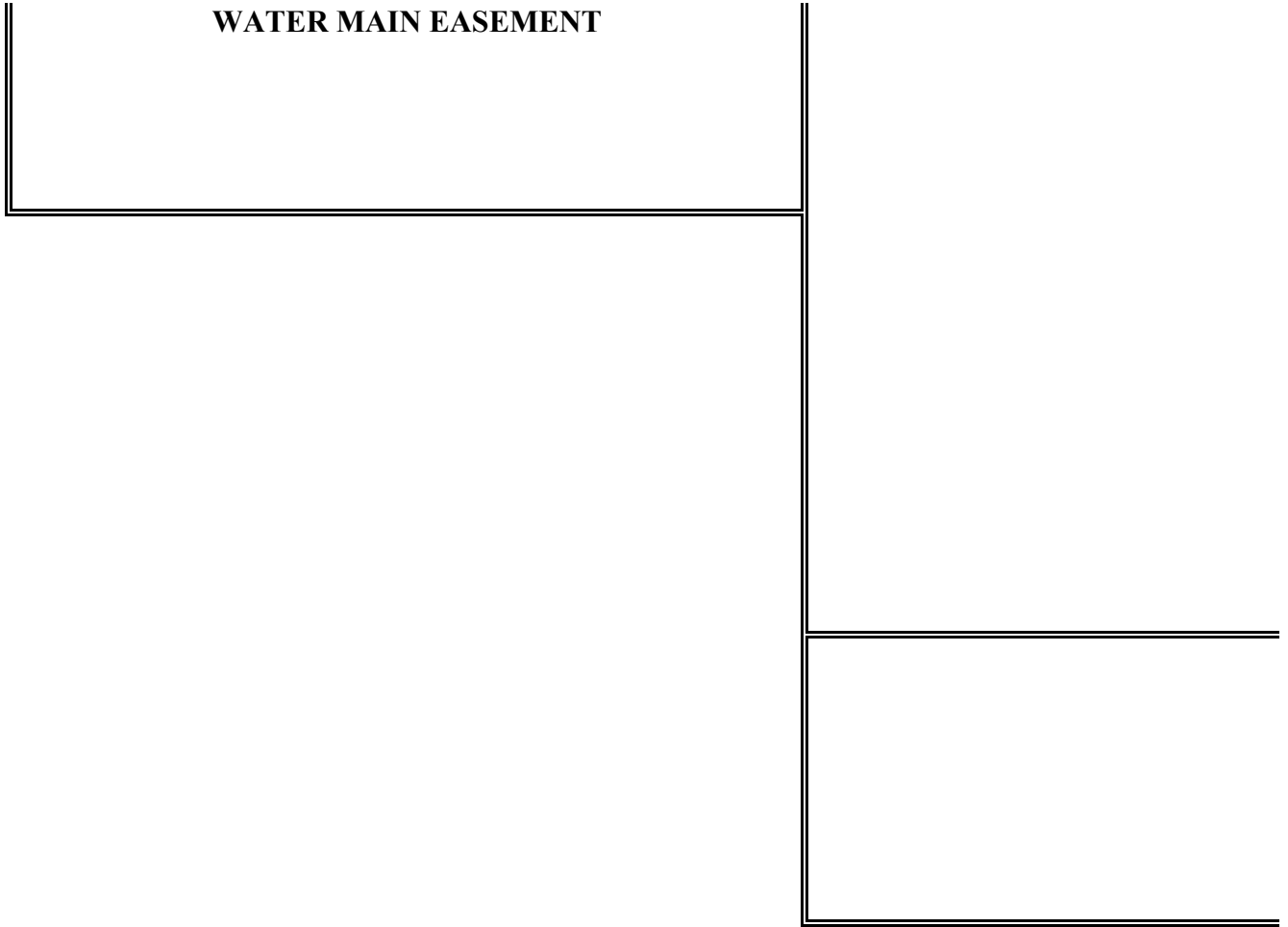
STAFF RECOMMENDATION

Staff's recommendation is to recommend approval to the full council.

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

1. Water main Easement
2. Easement Exhibits

WATER MAIN EASEMENT



292-0515-3324-000
Tax Parcel Number

THIS EASEMENT (“*Easement*”) is granted by to the City of Whitewater (“*Grantor*”) to the City of Whitewater and its successors and assigns (collectively “*Grantee*”)

RECITALS:

- A. Grantor is the fee owner of the real property located in the City of Whitewater, Jefferson County, Wisconsin, legally described on Exhibit A, which is attached hereto and made a part hereof (the “*Grantor Property*”); and
- B. Grantor has a water main located on the property described in exhibit A;
- C. Grantor plans to subdivide the property described in exhibit A by a certified survey map for the purpose of selling some of the lots established by the map but seeks to establish an easement (the "**Easement Area**") for the water main located on the property for Grantees future use and benefit after any of the lots are sold;
- D. The Easement Area is more particularly described on Exhibit B which is attached

hereto and made a part hereof.

E. Grantor desires to grant and establish, upon the terms and conditions contained in this Document a ***Permanent Limited Easement*** for the installation, operation, and maintenance of a Water Main System over and across certain portions of the Grantor Property for the benefit of Grantor.

DOCUMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The Recitals above are incorporated by reference.
2. Grant of Easements. Grantor hereby grants, conveys, transfers and assigns unto the Grantee, a non-exclusive Permanent Limited Easement for the installation, operation, and maintenance of a Water Main System in the area described in Exhibit B attached hereto, along with the right to ingress and egress over the Easement Area necessary to fulfill the purpose of this Document.
3. Permitted Users. The Easement granted herein may be used by the Grantee and its guests, agents, employees, contractors, invitees, successors and assigns as necessary to fulfill the purpose of this Document.
4. Municipal Services. Any municipal body, and its employees and agents, that provide Grantor with any current or future services shall have the right to access the Easement Area to provide services related to the Easement.
5. Repair and Maintenance. Grantee is responsible at Grantee's sole cost and expense for the installation, maintenance, repair, replacement, restoration, and rebuilding of the Water Main System located in the Permanent Easement Area. Grantee will maintain and preserve the Permanent Easement Area in good repair and working order, ordinary wear and tear excepted, and from time to time shall make all necessary repairs, replacements, renewals, and additions within the Permanent Easement Area. If Grantor or any of its agents, contractors, guests, invitees, tenants, successors, heirs, or assigns damages or destroys all or any part of the Easement Areas then Grantee may repair such damage at the sole cost and expense of Grantor.
6. Restoration and Clean Up. In the event Grantee exercises any right within the Easement Areas in accordance with this Document, Grantee shall reasonably restore the surface of the Easement Area and shall remove all construction debris resulting from such activities from the Easement Area.
7. No Interference with Rights. The parties shall at no time interfere with the rights of the other party which are provided in this Document.
8. Covenants Run with Land. All of the terms and conditions in this Document, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the parties, and each of their successors and assigns.

9. Compliance with Local Ordinances and Permits. Grantee shall, comply with all laws, ordinances, rules and regulations of the local municipality and other governmental bodies having jurisdiction and procure all necessary permits for the construction, operation, maintenance, repair, replacement or removal of its improvement.

10. Notices. All notices herein provided for shall be given by registered mail or certified mail, postage prepaid, return receipt requested, or sent by overnight express carrier (e.g., Federal Express or Express Mail) for guaranteed next business day delivery. Notice shall be deemed given when so mailed and addressed. Either party may change such address by written notice to the other party as provided for herein; provided that, in the event the Grantor is no longer the owner of record of the Grantor Property, then notices pursuant hereto may be given to the address of the successor owner where such owner's real estate tax bills are sent until such owner changes its notice address by written notice to the Grantee as provided for herein. Notice shall be delivered as follows:

To Grantor: City of Whitewater
 c/o City Manager
 312 W. Whitewater Street
 Whitewater, WI 53190

To Grantee: City of Whitewater
 c/o City Manager
 312 W. Whitewater Street
 Whitewater, WI 53190

11. Non-Use. Non-use or limited use of the easement rights granted in this Document shall not prevent any benefited party from later use of the easement rights to the fullest extent authorized in this Document.

12. Amendment. This Document may be amended in whole or in part by the recording of a written instrument executed by or on behalf of all of the owner(s) of the real property where the applicable easements are located and the owner(s) of the real property benefiting from such easements, including portions thereof, subject to this Document.

13. Governing Law. This instrument shall be construed and enforced in accordance with the laws of the State of Wisconsin.

14. Invalidity. If any term or condition of this Document, or the application of this Document to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Document, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

15. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Document shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party

shall not be construed to be a waiver of any breach of any other terms or conditions of this Document.

16. Nonforfeiture. Any violation of these restrictions shall not result in a forfeiture or reversion of title to any real property.

17. Binding Effect on Successors and Assigns. The covenants and obligations of this Document shall bind and inure to the benefit of Grantor, Grantee and their respective successors and assigns.

18. Counterpart Execution. This Document may be executed in any number of counterparts with the same effect as if all parties have signed the same document. All counterparts shall be construed together and shall constitute one document.

19. Clear Title. By signing below, Grantor warrants and represents it has authority to execute this Easement and that Grantor has good title to the property described herein, free and clear from all liens and encumbrances.

[SIGNATURES NEXT PAGE]

EXHIBIT A

Legal Description

A Permanent Limited Easement for the installation, operation, and maintenance of a Water Main System in part of Lot 1 of CSM 3066 recorded in Volume 13 on page 3 as document number 937738 at the Jefferson County Register of Deeds being located in the Northeast 1/4 of the Northwest 1/4 of Section 33, Township 5 North, Range 15 East, City of Whitewater, Jefferson County, Wisconsin more fully described as follows:

Commencing at the North quarter corner of said Section 33;
Thence South 00° 45' 21" East, 1121.30 feet along the east line of said Northeast 1/4 of the Northwest 1/4 of Section 33 to the point of beginning;

Thence, South 00° 45' 21" East, 20.00 feet continuing along said east line;
Thence, South 89° 18' 27" West, 631.21 feet;
Thence, North 41° 46' 43" West, 244.01 feet;
Thence, North 48° 13' 17" East, 20.00 feet;
Thence, South 41° 46' 43" East, 234.91 feet;
Thence, North 89° 18' 27" East, 622.09 feet to the point of beginning.

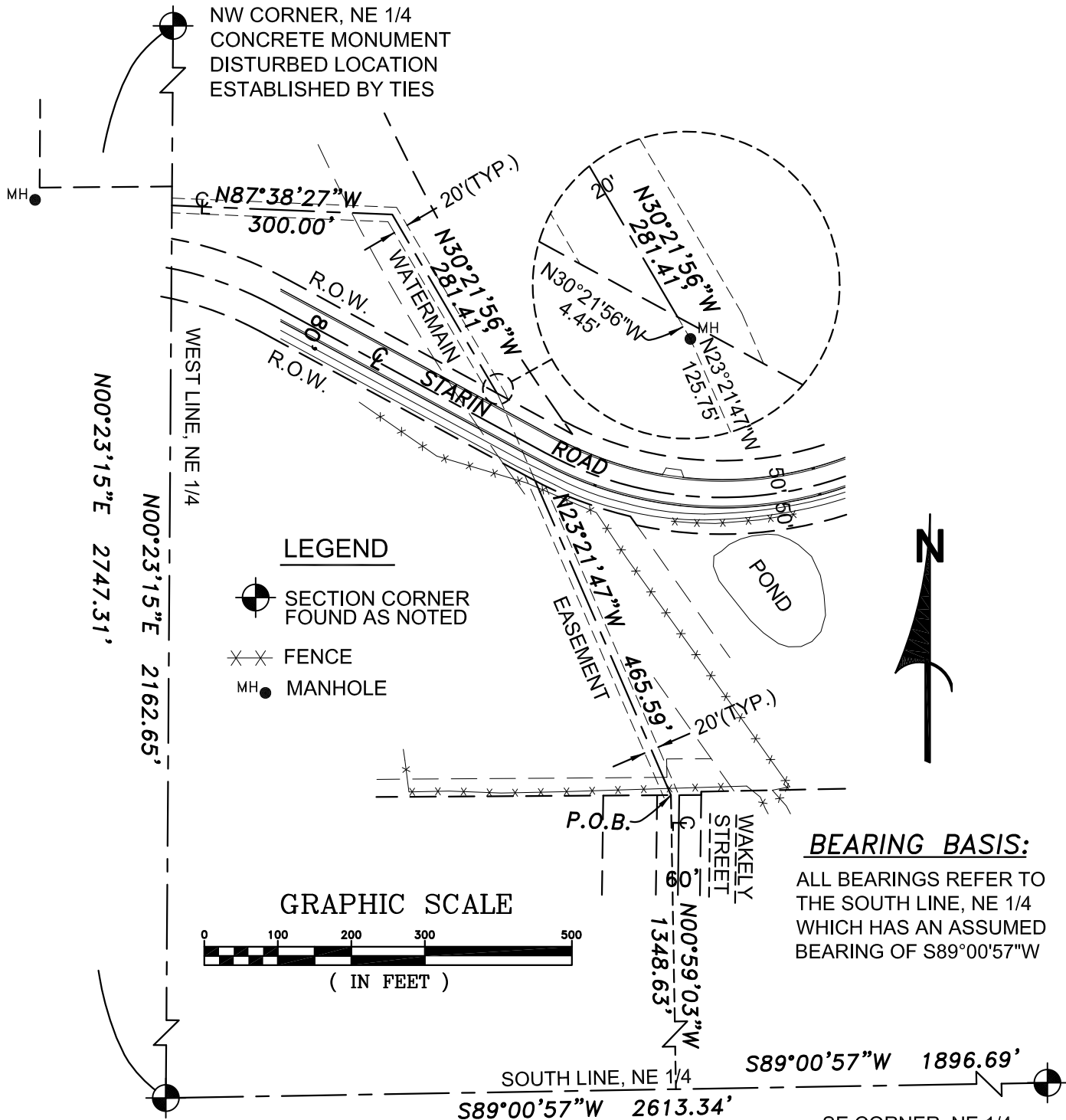
Containing 17322 square feet, more or less.

Subject to all other easements and restrictions, recorded and unrecorded.

EXHIBIT B

**Permanent Easement for the Installation, Operation, and
Maintenance of a Water Main System**

EXHIBIT B



SW CORNER, NE 1/4
CONCRETE MONUMENT
W/BRASS CAP
OF RECORD

SE CORNER, NE 1/4
LIMESTONE MONUMENT
W/BRASS CAP
OF RECORD

SOUTHWEST
SURVEYING & ASSOCIATES, Inc.

W1065 COUNTY ROAD CI, HELENVILLE, WI. 53137
262-495-4910
920-674-4884

SHEET 1 OF 1
DATE: JANUARY 8, 2024
JOB NO: W-220157