



Public Works Committee Meeting

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

Tuesday, January 14, 2025 - 5:00 PM

AGENDA

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

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/81132741505?pwd=sxJiHEeO6cs9taov1TdjHPHBAY1lyZ.1>

Webinar ID: 811 3274 1505
Telephone: +1 312 626 6799 US (Chicago)
Passcode: 881506

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

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

A committee member can choose to remove an item from the agenda or rearrange its order; however, introducing new items to the agenda is not allowed. Any proposed changes require a motion, a second, and approval from the Committee to be implemented. The agenda shall be approved at each meeting even if no changes are being made at that meeting.

APPROVAL OF MINUTES

1. Approval of minutes from December 10, 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 the award of Contract 7-2024, 2025 Lead Service Line Replacement.
- [3.](#) Discussion and Possible Action regarding T-Mobile request for renegotiating terms of lease extension.
- [4.](#) Discussion and Possible Action regarding WE Energies request for easement in Outlot 3 of the Park Crest Subdivision.
- [5.](#) Discussion and Possible Action regarding TDS request for easement along north side of Lot G adjacent to W. North Street.

FUTURE AGENDA ITEMS**ADJOURNMENT**

A quorum of the Common Council may be present. This notice is given to inform the public that no formal action will be taken at this meeting.

Anyone requiring special arrangements is asked to call the Office of the City Manager / City Clerk (262-473-0102) at least 72 hours prior to the meeting.



MINUTES

CALL TO ORDER

The Public Works Committee meeting was called to order by Board President Hicks at 5:00 p.m.

ROLL CALL

PRESENT: Board Member Orin Smith, Board Member Neil Hicks, Board Member Greg Majkrzak

ABSENT: None

OTHERS: Marquardt

APPROVAL OF AGENDA

Motion made by Board Member Majkrzak to approve the agenda for Tuesday, December 10, 2024, Seconded by Board Member Smith.

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

Voting Nay: None

APPROVAL OF MINUTES

1. Approval of minutes from November 12, 2024

Motion made by Board Member Majkrzak to approve the minutes from November 12, 2024, Seconded by Board Member Smith.

Voting Yea: all via voice (3)

Voting Nay: None

HEARING OF CITIZEN COMMENTS

None

NEW BUSINESS

2. Discussion and Possible Action regarding the closure of Starin Road between Prairie Street and Warhawk Drive to vehicular traffic.

Marquardt stated the University is looking to improve the safety of pedestrians crossing Starin Road within the campus area. One possibility the University wanted to explore was closing Starin Road to vehicular traffic between Warhawk Drive and Prairie Street during weekday school hours. To see what issues might arise, Starin Road was closed to traffic Monday – Friday from 6:00 am to 6:00 pm from October 7 – October 18, 2024. Traffic cameras were installed on Main Street and Schwager Drive to collect vehicle data from October 7 – November 1, 2024.

Data was provided for Main Street and Schwager Drive. The Volume Change Summary (VCS) tables showed an increase, on average, of 541 more vehicles per day on Main Street and 838 more vehicles per day on Schwager Drive between the hours of 6:00 am and 6:00 pm during the weekday. This was an increase of 6.3% and 68.2% respectively during that timeframe. On Main Street the Average Week Day Traffic (AWDT) was 8,968 with Starin Road open and 9,454 with Starin Road closed. On Schwager Drive

the AWDT was 1,448 with Starin Road open and 2,309 with Starin Road closed. The AWDT on Starin Road in February 2024 was 3,677.

Marquardt noted comments were provided from various City departments. In general, the consensus was to leave Starin Road open due to: reduced police response times, the additional traffic added to an already busy Main Street, pedestrian accidents on Main Street versus none on Starin Road, the closure of Starin Road not incorporating all of the busy campus crosswalks crossing Starin Road, and the unknowns with snow plowing operations.

Brenda Jones and Kelsey Servi were in attendance from UW-Whitewater. Jones noted the University also had their own counters located on Prince Street and N. Prairie Street. It indicated an increase of approximately 40 vehicles per day on N. Prairie Street and approximately 400 vehicles per day on Prince Street. The difference noticed on N. Prairie Street when it was open versus when it was closed was fairly unchanged. However, on Prince Street the numbers did increase. Perhaps the vehicles on Main Street were traveling to Prince Street to go to Warhawk Drive to access the parking lots. That number averaged in the 400-vehicle range on Prince Street. Foot traffic on campus did not change significantly. The crosswalk at N. Prince Street was still highly used.

Servi noted students seemed to flow down to the area that was closed to cross the street because there was no waiting for cars in that area. Students seemed to use the safest crossing option presented to them.

Jones stated from a traffic perspective, it seemed as if the majority of the traffic went north to Schwager Drive. That area has less of an impact since it is not a highly residential street. That street goes through the northern end of the campus.

Jan Bilgen, 178 N. Park Street, spoke as a former Council member. There are so many opportunities to look at this request and not do a band aid regarding signage and lighting. The University has been working diligently on these issues with students for years. After reviewing the data, it looked like students were going around trying to figure out the new pattern. That may have been why Schwager Drive was used differently. She believes they would see a change in pattern once the area was put into a non-barricaded format. The response time is understood as a concern. There are a lot of other institutions and other folks that use the temporary signages that allow triggers to have those things open to allow fire and EMS to get through. She thanked everyone for their service on this issue, and encouraged everyone to support this request.

Jane Mortensen, N219 County Road N, is a former employee of the University and a citizen of the area. One question she asked, "Are these people not adults?" Are they not going to go out into the real world, possibly work in Chicago, and not have to pay attention? There are many other busy streets. Are they going to close those streets as well? These students are adults and she does not support this request.

Hicks stated he would like to see the possibility of additional less intrusive option before resorting to the closure. In lieu of closing the street, could additional signage be added as well as better lighting by the bookstore crosswalk. He mentioned streets are not closed by the elementary schools. The School District Transportation Committee he sat on heard comments about parents already not letting their kids cross Main Street, even at traffic signal controlled intersections, because of the amount of traffic.

Majkrzak mentioned there are more opportunities with pedestrian accidents on Starin Road than anywhere else in the City. He also stated if there are other areas in the City that need to be looked at for pedestrian safety, the City should do that.

Smith did not specifically receive any emails; however, she did hear conversations of students who appreciated the closure. She also mentioned the University did have a CSO at the crosswalk west of Warhawk Drive that was not included in the Starin Road closure.

Motion made by Board Member Majkrzak to forward the Discussion and Possible Action regarding the closure of Starin Road between Prairie Street and Warhawk Drive to vehicular traffic to Council, Seconded by Board Member Smith.

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

Voting Nay: None

Marquardt stated this item will be on the Council meeting agenda for Tuesday, December 17, 2024.

3. Discussion and Possible Action regarding purchasing single axle plow truck instead of replacing the quad axle dump truck as listed in the 2025 CIP budget.

Included in the 2025 CIP budget is \$250,000 for the replacement of the quad axle dump truck. Instead of moving forward with this purchase, the Street Department would like to purchase a single axle plow truck in 2025. The single axle plow truck was tentatively scheduled for purchase in 2026: however, staff was informed the truck dealer currently has a chassis available. The chassis cost is \$133,517, leaving the remaining \$116,483 for outfitting the plow truck. We are in the process of receiving estimates for the outfitting but believe it will be around \$150,000.

The replacement of the quad axle dump truck was in the 2024-2025 CIP budget approved in November 2023 and was included in the 2025 CIP budget approved in November 2024.

As mentioned above the chassis cost is \$133,517 and the outfitting estimated at \$150,000 for a total of around \$284,000. The truck will not be ready until 2026. The additional \$34,000 can be budgeted for in the 2026 budget within the 215 Equipment Replacement Fund.

Staff would like to take advantage of the available single axle plow truck chassis and push back the replacement of the quad axle dump truck. Based on this, staff recommends a motion to replace the quad axle dump truck with a single axle plow truck in the 2025 CIP budget and forward to council.

Motion made by Board Member Smith to approve purchasing a single axle plow truck instead of replacing the quad axle dump truck as listed in the 2025 CIP budget, Seconded by Majkrzak.

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

Voting Nay: None

4. Discussion and Possible Action regarding the WI-DNR Sanitary Survey Report for the Water Department.

DNR staff visited the Water Department on November 14, 2024, to do a Sanitary Survey. This survey evaluates the systems' source, facilities, equipment, operation, maintenance, and management as they relate to providing safe drinking water.

The report outlines the final findings, discusses problems that need to be addressed, and timelines for corrective action. No Significant Deficiencies were identified. Only one Deficiency was identified, which was to install a 24-mesh screen on the reservoir’s vents. This item was corrected the next day by City staff. The report contains 10 Recommendations, which staff will review. No Non-Confirming Features were identified. The report also indicated the Water Utility has an excellent record in compliance with monitoring and reporting requirements.

Marquardt stated this agenda item will go to Council as a staff report.

No action is required.

FUTURE AGENDA ITEMS

- Board Member Smith would like to explore other pedestrian safety options for Main Street.
- Board Member Smith would like an update from the Whitewater Unified School District Transportation Committee.

ADJOURNMENT

Motion made by Board Member Majkrzak to adjourn the Public Works Meeting at 5:36 p.m., Seconded by Board Member Smith.

Voting Yea: all via voice (3)

Voting Nay: None

Respectfully submitted,
Alison Stoll

Alison Stoll, Administrative Assistant
Department of Public Works

Please note – there was no Zoom recording of this meeting due to technical difficulties.

*Minutes Approved on _____



Public Works Agenda Item

Meeting Date:	January 14, 2025
Agenda Item:	Contract 7-2024, LSL Replacement
Staff Contact (name, email, phone):	Brad Marquardt, bmarguardt@whitewater-wi.gov , 262-473-0139

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

The City is required to replace all Lead Service Lines (LSL), both publicly and privately owned. Strand Associates prepared bidding documents with the project advertised on November 28 and December 5, 2024. Four bids were received and opened on December 12, 2024.

Five Star Energy Services, LLC	\$1,788,910.00
Miller Pipeline-Central Region	\$2,422,903.00
Advance Construction Inc	\$3,250,835.00
Globe Contractors Inc	\$3,809,007.50

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

The Task Order for the design was approved at Council March 19, 2024. The Project was also approved as part of the 2024-2025 CIP budget.

FINANCIAL IMPACT
(If none, state N/A)

The bid price of \$1,788,910 is considerably lower than Strands estimate, and the amount in the CIP budget, of \$3,606,400. Funding has been secured through the Safe Drinking Water Loan Fund. Funds used on the private side LSL replacements will be 100% Principal Forgiveness (estimated at \$829,450), while funds for the public side LSL replacements will carry an interest rate of 0.25% (estimated at \$959,460).

STAFF RECOMMENDATION

Prequalification statements were received, and approved, for all four bidders. Five Star Energy Services LLC has completed similar projects for the City of Stoughton, City of Milwaukee, Village of Brookfield and many, many more throughout the United States.

Staff recommends a motion to approve Contract 7-2024, Lead Service Line Replacement Project to Five Star Energy Services, LLC and forward to Council.

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

1. Strand Bid Letter



December 18, 2024

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

Re: 2025 Lead Service Line Replacements
Contract 7-2027
City of Whitewater, Wisconsin

Dear Brad,

Bids for the above-referenced Project were opened on December 17, 2024. Four Bids were received with the resulting Bid tabulation enclosed.

Five Star Energy Services, LLC of Waukesha, Wisconsin, was the apparent low Bidder at \$1,788,910. 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 Five Star Energy Services, LLC on a project for the City of Stoughton, Wisconsin. For that project, the owner determined Five Star Energy Services, LLC to be responsible.

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

Please contact me at (608) 251-4843 with any question regarding this project.

Sincerely,

STRAND ASSOCIATES, INC.®

Dakin J. Coons, P.E.

Enclosure

51	Wood Fence Removal and Reinstallation	LF	50	\$30.00	\$1,500.00	\$85.00	\$4,250.00	\$85.00	\$4,250.00	\$93.50	\$4,675.00
52	Tree and Stump Removal 1-IN to 10-IN DIA at Breast Height	EA	3	\$250.00	\$750.00	\$725.00	\$2,175.00	\$1,800.00	\$5,400.00	\$1,100.00	\$3,300.00
53	Tree and Stump Removal 11-IN to 18-IN DIA at Breast Height	EA	3	\$250.00	\$750.00	\$975.00	\$2,925.00	\$3,000.00	\$9,000.00	\$1,980.00	\$5,940.00
54	Tree and Stump Removal 19-IN to 30-IN DIA at Breast Height	EA	3	\$250.00	\$750.00	\$1,225.00	\$3,675.00	\$5,000.00	\$15,000.00	\$2,750.00	\$8,250.00
55	Tree and Stump Removal 31-IN or Greater DIA at Breast Height	EA	3	\$250.00	\$750.00	\$1,475.00	\$4,425.00	\$8,000.00	\$24,000.00	\$3,520.00	\$10,560.00
Miscellaneous Items											
56	Install Repair Clamp on 4-IN Water Main to Address Existing Corporation Stop Leaking at Main	EA	10	\$550.00	\$5,500.00	\$256.00	\$2,560.00	\$700.00	\$7,000.00	\$925.00	\$8,250.00
57	Install Repair Clamp on 6-IN Water Main to Address Existing Corporation Stop Leaking at Main	EA	10	\$600.00	\$6,000.00	\$284.00	\$2,840.00	\$725.00	\$7,250.00	\$925.00	\$8,250.00
58	Install Repair Clamp on 8-IN Water Main to Address Existing Corporation Stop Leaking at Main	EA	3	\$650.00	\$1,950.00	\$773.00	\$2,319.00	\$750.00	\$2,250.00	\$925.00	\$2,475.00
59	Abandon Existing PUBLIC Water Service at Main if New Connection Location is Different Than Existing Connection Location. (If Authorized by OWNER)	EA	20	\$500.00	\$10,000.00	\$1,000.00	\$20,000.00	\$3,000.00	\$60,000.00	\$2,210.00	\$44,200.00
60	Abandon PUBLIC Water Service at Water Main on Empty Lot Between 254 and 268 South Prairie Street	EA	1	\$500.00	\$500.00	\$1,600.00	\$1,600.00	\$3,000.00	\$3,000.00	\$2,445.00	\$3,445.00
61	Abandon 604 West Main Street PUBLIC Water Service at Main	EA	1	\$1,500.00	\$1,500.00	\$1,600.00	\$1,600.00	\$4,000.00	\$4,000.00	\$4,255.00	\$4,255.00
62	Cut Off 216 East Main Street PRIVATE Lateral at Curb Stop	EA	1	\$1,500.00	\$1,500.00	\$1,660.00	\$1,660.00	\$3,000.00	\$3,000.00	\$2,210.00	\$2,210.00
63	Utility Insulation	SF	2000	\$8.00	\$16,000.00	\$2.00	\$4,000.00	\$3.25	\$6,500.00	\$2.00	\$4,000.00
64	Bike Rack Removal and Reinstallation	EA	1	\$250.00	\$250.00	\$440.00	\$440.00	\$500.00	\$500.00	\$440.00	\$440.00
65	Bench Removal and Reinstallation	EA	1	\$250.00	\$250.00	\$440.00	\$440.00	\$500.00	\$500.00	\$440.00	\$440.00
66	Terrace Tree Planter Fence Removal and Reinstallation	EA	4	\$250.00	\$1,000.00	\$1,100.00	\$4,400.00	\$1,100.00	\$4,400.00	\$1,100.00	\$4,400.00
67	Concrete Planter Curb Removal and Replacement	LF	50	\$250.00	\$12,500.00	\$75.00	\$3,750.00	\$85.00	\$4,250.00	\$60.00	\$3,000.00
68	Hydro-Excavation/Pothole Within City Street	EA	17	\$300.00	\$5,100.00	\$500.00	\$8,500.00	\$750.00	\$12,750.00	\$1,150.00	\$19,550.00
69	Inlet Box and Casting Removal and Reinstallation	EA	2	\$3,500.00	\$7,000.00	\$650.00	\$1,300.00	\$4,000.00	\$8,000.00	\$2,360.00	\$4,720.00
70	Cash Allowance for Building Permit (Section 01.41.00 - Regulatory Requirements)	EA	157	\$55.00	\$8,635.00	\$55.00	\$8,635.00	\$55.00	\$8,635.00	\$55.00	\$8,635.00
Base Bid Total:										\$3,809,007.50	
										\$2,422,903.00	
										\$3,250,835.00	



Public Works Agenda Item

Meeting Date:	January 14, 2025
Agenda Item:	T-Mobile Request
Staff Contact (name, email, phone):	Brad Marquardt, bmarguardt@whitewater-wi.gov , 262-473-0139

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

In June 2024, the Public Works Committee and the Council approved the First Amendment to the original Lease Agreement for Sprint Spectrum, now T-Mobile. The financial terms in the First Amendment, originally agreed to by T-Mobile, included \$30,000 annual payments for the initial five-year term with a 20% escalator for the additional four Five-Year Terms. This was in comparison to Verizon’s Lease Agreement which called for \$35,000 annual payments for the initial five-year term with a 12.5% escalator per Term.

T-Mobile has not signed the First Amendment as of yet and per the attached letter, is asking for a revision to the financial terms of the First Amendment. Their proposal asks for an initial five-year payment of \$30,000 per year with a 20% escalator for the next two Five-Year Terms. For the remaining two Terms, the escalator would drop to 12.5%.

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

As mentioned above, the Public Works Committee and Council approved the First Amendment in June 2024.

FINANCIAL IMPACT
(If none, state N/A)

The City approved version had an overall impact of \$1,116,240. T-Mobile’s requested version has an overall impact of \$1,062,375, a deduction of \$53,865 over 25 years. Or \$2,154.60 per year.

STAFF RECOMMENDATION

The intent from the beginning was to get T-Mobile to be making payments closer to what Verizon had agreed to. In the final Term of the original Agreement, T-Mobile was making annual payments of \$18,662. Staff does not have an issue with the revised financial terms. In the 5th term of the revised Agreement, T-Mobile will be paying \$54,675 annually compared to Verizon’s \$56,063 annual payment. Staff recommends a motion to approve the new financial terms and forward to Council.

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

1. T-Mobile Request
2. Council Approved First Amendment



December 3, 2024

VIA ELECTRONIC SUBMISSION: BMarquardt@whitewater-wi.gov

City of Whitewater
312 W Whitewater Street
PO Box 178
Whitewater, WI 53190

T-Mobile Site: ML84091A
Site Location: 502 East Cravath Street, Whitewater, WI 53190

Re: Request for a lease extension for T-Mobile wireless installation at 502 East Cravath Street, Whitewater, WI 53190.

Dear Landlord:

This letter is to provide notice that Tenant, T-Mobile USA, Inc., hereinafter referred to as "T-Mobile," would like to exercise their leasing rights to extend the Lease Agreement, dated June 18th, 1999 ("Lease") for four (4) additional Renewal Terms of five (5) years each.

During the negotiation and communication regarding this lease renewal, T-Mobile was informed that the landlord requested a rent increase for this location, which needs to be close or match the rent amount the new tenant is paying at the same location.

T-Mobile agreed to the rent increase, with all other lease terms staying the same. This included the escalator amount, which was twenty (20) percent per term. During the review by T-Mobile's management, it was determined that with the new rent amount and the old escalator, T-Mobile would be paying more than the new tenant by Term 4, which T-Mobile finds unfair.

T-Mobile is an established maintenance-free tenant at the site. With its established history with the landlord, T-Mobile hopes to negotiate better lease terms than a brand-new tenant.

T-Mobile is proposing the following rent escalator schedule: For Terms 1 through 3, the rent escalator will be twenty (20) percent. Starting with Term 4, it will be reduced to twelve and a half (12.5) percent.



	T-Mobile (20%)	T-Mobile (12.5%)
Term 1	30,000	
Term 2	36,000	
Term 3	43,200	
Term 4		48,600
Term 5		54,675
Total		1,062,375

T-Mobile kindly asks you to consider the above-stated reasons for the change in terms requested in the approval of the lease extension for the wireless installation at 502 East Cravath Street, Whitewater, WI 53190.

Respectfully,

Signed by:

 3E702ABA4345446...

Denise Vestuto
T-Mobile
Project Manager
Denise.Vestuto@t-mobile.com

FIRST AMENDMENT TO LEASE AGREEMENT

Item 3.

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: _____



Public Works Agenda Item

Meeting Date:	January 14, 2025
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)

WE Energies is in the process of providing electrical service to the final phase of the Park Crest Subdivision. As part of that installation, they would like to tie the electrical service on Peninsula Lane in with the electrical service on Tower Hill Pass. In order to do so they need a 10-foot easement across Outlot 3 of the subdivision as shown in Exhibit A of the attached Easement. The work would be completed via boring methods.

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 10-foot easement and forward to council.

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

1. Easement

**DISTRIBUTION EASEMENT
UNDERGROUND**

Document Number

WR NO. **5017469** IO NO. **16640**

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 a strip of land ten (10) feet in width being a part of OUTLOT 3, **Park Crest Subdivision**, located in part of the Northeast 1/4 of the Southeast 1/4 of Section 31 and part of the Northwest 1/4 of the Southwest 1/4 of Section 32, Township 5 North, Range 15 East, City of Whitewater, Jefferson County, Wisconsin.

The location of the easement area with respect to Grantor's land is 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 P129
PO BOX 2046
MILWAUKEE, WI 53201-2046

292-0515-3141-
(Parcel Identification Number)

1. **Purpose:** The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, 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 electric 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 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: _____

JOHN WEIDL/ CITY MANAGER

By: _____

HEATHER BOEHM/ CITY CLERK

Acknowledged before me in _____ County, Wisconsin, on _____, _____, by JOHN WEIDL, the CITY MANAGER and HEATHER BOEHM, the CITY CLERK OF THE CITY OF WHITEWATER, on behalf of the municipal corporation, by its authority.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

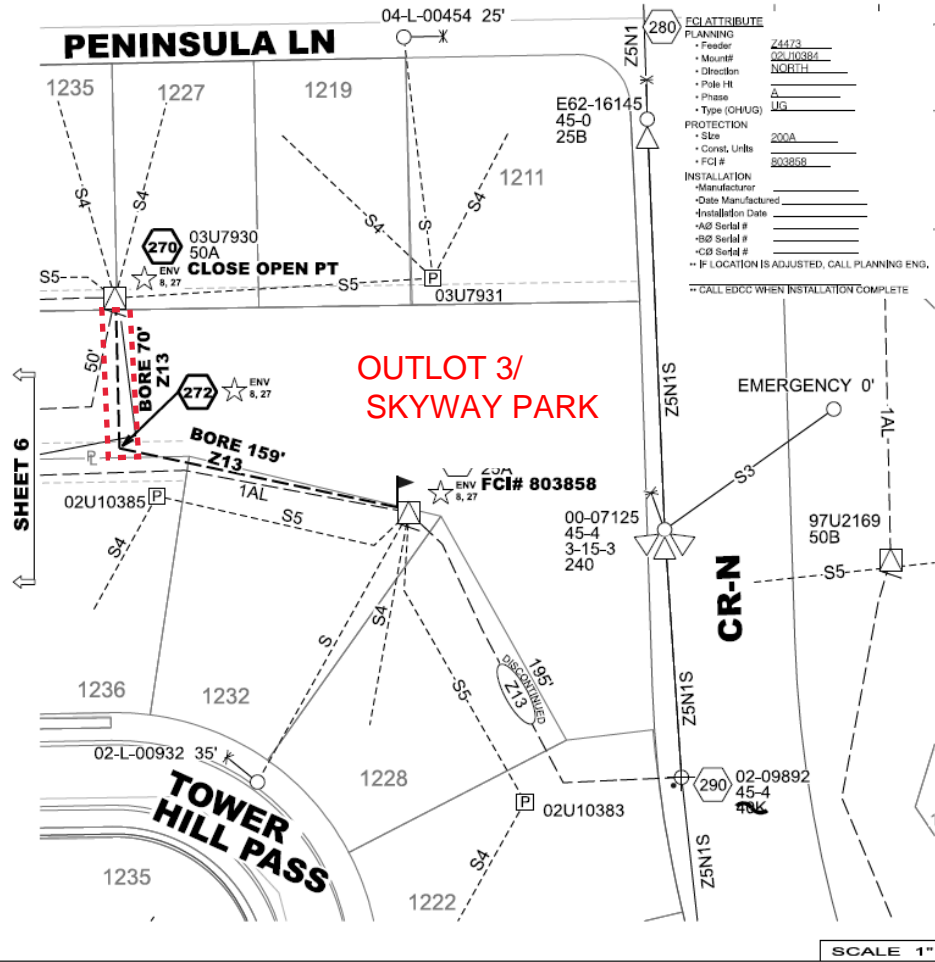
(NOTARY STAMP/SEAL)

My commission expires _____

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

EXHIBIT A

ELECTRIC WORK REQUEST
5017469



 = 10' WIDE UNDERGROUND UTILITY EASEMENT AREA



Public Works Agenda Item

Meeting Date:	January 14, 2025
Agenda Item:	TDS Easement
Staff Contact (name, email, phone):	Brad Marquardt, bmarguardt@whitewater-wi.gov , 262-473-0139

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

TDS is looking to provide service to a property on the east side of 1st Street south of W. North Street. In order to do so, they need to bore from the north side of W. North Street to a power pole located on city property within Lot G, south of W. North Street. The service line would then go up the power pole and overhead to the property seeking service. TDS is requesting an easement from the south right-of-way line of W. North Street to the power pole on city property as depicted in the attached Easement. The legal description will be added based on the exact location of the installation.

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 2-foot easement and forward to council.

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

1. Easement

DOCUMENT NO. 001	EASEMENT
------------------	-----------------

This Easement is made as of the last signature date below by City of Whitewater (“**Grantor**”).

Grantor is the owner of the real property located at 201-211 W North St, Whitewater, WI 53190, identified as Parcel Identification Number OT 00024 (the “**Parcel**”).

Grantee wishes to acquire limited rights to access and use a portion of the Parcel measuring approximately **EASEMENT DESCRIPTION** as more particularly described in the attached Exhibit A (the “**Easement Area**”).

NOW, THEREFORE, for valuable consideration of \$1.00 and other good and valuable consideration, Grantor does hereby give, grant and convey to **Deposit Telephone Company, Inc. /dba TDS Telecom** and its successors and assigns (collectively, “**Grantee**”), a perpetual easement upon, in, under, over, across, and along the Parcel to the extent outlined below (the “**Easement**”):

RETURN TO:
 Attn: Sean Murray
 Route Acquisition
 TDS Telecom
 525 Junction Road
 Madison WI 53717

Parcel ID #: OT 00024

1. Grantee may construct, use, maintain operate, alter, add to, repair, replace, and/or remove its facilities consisting of electronic telecommunications cabinets, poles, pedestals, overhead and underground cables, wires, ducts, conduits, and other equipment and accessories pertaining to the operation of Grantee’s telecommunications systems (collectively, the “**Facilities**”) upon, in, under, over, across, and along the Easement Area.
2. Grantee will have the right of ingress to and egress from the Easement Area via the Parcel.
3. Grantee may cut down and control the future growth of trees, brush and other vegetation in the Easement Area which may, in Grantee’s sole but reasonable judgment, interfere with Grantee’s use of the Easement.
4. Grantee will repair any physical damage to the Parcel caused by Grantee’s use of the Easement; alternatively, in Grantee’s sole discretion, Grantee may compensate Grantor for the reasonable value of such damage.
5. Grantor may not engage in any activity that interferes with or unduly inconveniences Grantee’s full use and enjoyment of the Easement; otherwise, Grantor may use any portion of the Parcel, inside or outside the Easement Area, in any reasonable manner.
6. Any Facilities installed within the Easement Area at Grantee’s expense shall remain Grantee’s property, removable at Grantee’s option.
7. Grantor covenants that they are the sole owners of the Parcel and the Parcel is free and clear of any encumbrances and liens that may interfere with the rights conveyed to Grantee herein.

8. Grantor's and Grantee's obligations under this Easement shall be binding upon their respective successors and assigns.

TDS TELECOM USE ONLY
Company No.
Easement No.
Exchange No.
WBS Element:

DATED: _____

Signature

Print Name

Signature

Print Name

STATE OF WISCONSIN)
) SS.
COUNTY OF WALWORTH)

On this day _____ personally appeared before me, the undersigned, a Notary Public in and for the above-referenced state, proved to me through presentation of a government-issued identification card to be the person(s) whose name(s) is/are subscribed to the foregoing Easement and acknowledged to me that (s)he/they executed the same for the purposes and consideration expressed therein. Given under my hand and seal of office this ____ day of _____, 20____.

Signature of Notary

SEAL

Printed Name of Notary

Notary Public, _____ County, State of _____

My Commission Expires: _____ [DATE]

The instrument was drafted by: TDS Telecommunications LLC
Insertions by:

EXHIBIT A
Description of Easement Area



Staking Sheet Package

SHSD Whitewater 0929002 0929CA ISP OSP

Clarity Project ID: PR011781

WBS Code: TC-220929023

Company: TDS Telecom

Whitewater

January 7, 2025

0929CA_03B

Contacts

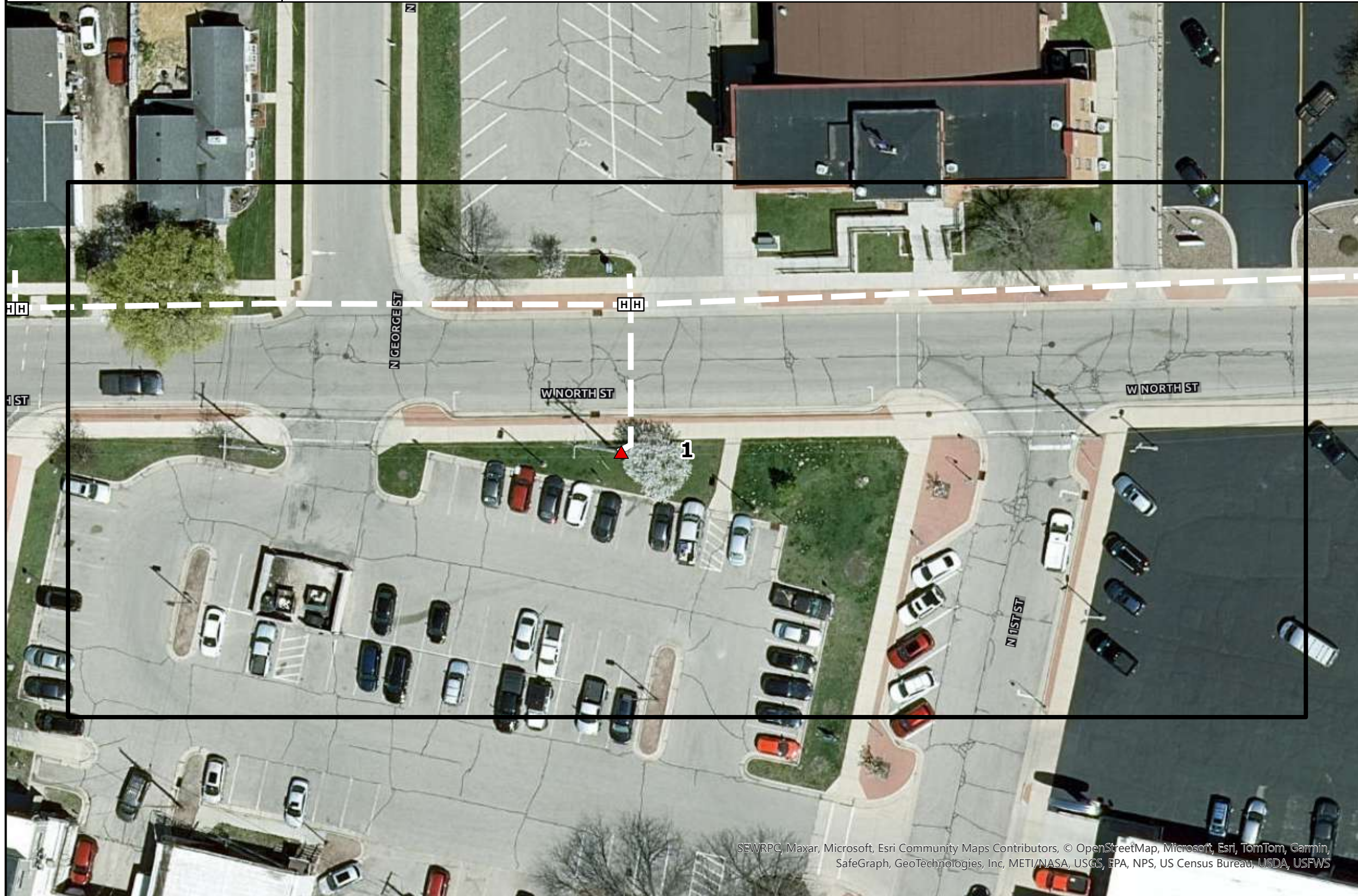
Item 5.

Contact: Contact 1*
Phone Number: Contact 1 Phone Number*

Contact: Contact 2*
Phone Number: Contact 2 Phone Number*



TDS Telecommunications LLC
525 Junction Rd.



- [H] Handhole
- ▲ Pedestal
- Pole
- Bore Pit
- ⊕ Install Method Transition
- [D] Internal Demarcation Point
- [EXT D] External Demarcation Point
- [M] Existing Meet Me HH/Ped
- * Other
- LGX
- ⊗ Splice Enclosure
- ⊗ Aerial to Buried Cable Transition
- ⊗ Cable Install Method Transition
- LGX-MUB Fiber Panel
- <all other values>
- ~ Overhead Guy Only
- ~ 6M Strand Placed Prior to Cable Overlash
- ~ Overlash Duct on Existing Aerial Strand
- ~ Overlash Duct on 6M Strand
- ~ Aerial
- ~ Micro Trench
- ~ Micro Trench Shallow
- ~ Plow
- ~ Open Trench
- ~ In Duct
- ~ Trench
- ~ Bore
- ~ Sidewalk Bore
- ~ Existing Conduit
- ~ Provided Duct
- ~ Direct Buried
- ~ Buried Service Entrance Assembly
- ~ Check Path Type and Labor Unit
- Distribution Cable
- Transport Cable
- ~ Verify Transport Status Field is Populated
- ⇒ Cable
- ⇒ Copper
- ⇒ Fiber
- Project
- Node Boundary
- [PUE] Public Utility Easement
- ▨ TDS Leased Easement
- ▨ TDS Owned Easement
- CATV/Phone
- Gas
- Irrigation
- Power
- Sewer
- Storm
- Water
- Culvert
- Road Centerline

