# **Public Works Committee Meeting**



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

Tuesday, December 09, 2025 - 5:15 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://teams.microsoft.com/meet/25777516461398?p=YHJUyOoSKh0t8Yl3qk

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 if 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**

<u>1.</u> Approval of minutes from November 11, 2025

### **HEARING OF CITIZEN COMMENTS**

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

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

# **NEW BUSINESS**

<u>2.</u> Discussion and Possible Action regarding the turning lane for southbound traffic on Prairie Street at W. Main Street.

- <u>3.</u> Discussion and Possible Action regarding adding stop lines or yield lines pavement markings for the pedestrian crossing on W. Main Street at Cottage Street.
- <u>4.</u> Discussion and Possible Action regarding proposed artwork on electrical boxes.
- 5. Discussion and Possible Action regarding timeframes for dredging City owned detention basins.
- <u>6.</u> Discussion and Possible Action regarding renewal service agreement with HydroCorp to continue with non-residential cross-connection inspections.
- 7. Discussion and Possible Action regarding the addition of left turn arrows on W. Main Street at Franklin Street.

### **FUTURE AGENDA ITEMS**

8. Elizabeth Street parking restrictions – May/June 2026

### **ADJOURNMENT**

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

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

# **Public Works Committee Meetin**

Item 1.



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

Tuesday, November 11, 2025 - 5:15 PM

# **MINUTES**

### **CALL TO ORDER**

The Public Works Committee meeting was called to order by Board President Hicks at 5:16 p.m.

#### **ROLL CALL**

PRESENT: Board President Hicks, Board Member M. Smith, Board Member Majkrzak

ABSENT: None OTHERS: Marquardt

# **APPROVAL OF AGENDA**

Motion made by Board Member Majkrzak to approve the agenda for Tuesday, November 11, 2025, Seconded by Board Member M. Smith.

Voting Yea: all via voice (3)

Voting Nay: None

# **APPROVAL OF MINUTES**

Approval of minutes from October 14, 2025
 Motion made by Board Member M. Smith to approve the minutes from October 14, 2025, Seconded by Board Member Majkrzak.

Voting Yea: all via voice (3)

Voting Nay: None

### **HEARING OF CITIZEN COMMENTS**

None

# **NEW BUSINESS**

2. Discussion and Possible Action regarding Addendum 1 for City of Whitewater 2017 Water System Study – Water Supply Service Area Plan.

Marquardt introduced Ryan Wood from Strand Associates.

Wood stated according to State Statute and Administrative Code NR 854, the City is required to update the Water Supply Service Area Plan by December 31, 2025. This is a requirement created by the DNR. Strand Associates used the 2017 Water System Study Report as the basis for the update. One of the requirements is to have a public meeting where the Water Supply Service Area Plan is discussed and any comments received should be included in the final report.

Board Member Hicks opened the discussion to the public for comment. There was no public comment and the meeting was closed.

Marquardt noted the Public Works Committee and Common Council approved Task Order 25-08 for the preparation of the report in August 2025.

There is currently no recommendation by staff.

# 3. Discussion and Possible Action regarding street parking restrictions on Elizabeth Street near the Middle School.

Marquardt stated at the Public Works meeting on September 9, 2025, the committee reviewed parking discrepancies including some along Elizabeth Street. The committee did not make any recommendations at that time regarding Elizabeth Street due to having interest in talking with the school district first to get their input. Included is the list of parking restrictions on Elizabeth Street. The first restriction listed is no problem. The next four restrictions are contrary to the last restriction listed.

The existing signage is as follows:

- West Side from 115 north of Melrose to Court Street: No Stopping, Standing or Parking. (4 signs)
- West Side from Kay to Walworth: 2 Hr. Parking during School Hours, 8:00 4:00. (1 sign)
- West Side from Walworth to cul-de-sac: No Parking This Side. (6 signs)
- East Side from cul-de-sac to Walworth: 2 Hr. Parking during School Hours, 8:00 4:00. (5 signs)
- East Side from Walworth to Middle School property: 2 Hr. Parking during School Hours, 8:00 –
   4:00. (2 signs)
- East Side adjacent to Middle School Property: No Parking This Side of Street. (2 signs)

Marquardt stated there could be a minimal financial impact with purchasing any new signs that would be required.

Board Member Hicks stated he had concerns during the Transportation Committee meetings regarding drop off and particularly pick up, which has always been a disaster on Elizabeth St., in front of the middle school. Hicks noted that it may all change in the next year, two or three with the referendum passing. He wondered if it was any better or worse right now?

Mrs. Dowden, Principal, Whitewater Middle School, stated it hasn't gotten better or worse. It has stayed consistent; however, picking up is much more chaotic.

Board Member Hicks said the Public Works Committee talked about making no parking, standing, or stopping from north of Melrose going south to Walworth Ave.

Samuel Karns, Whitewater Superintendent of Whitewater School District, stated it might be better to wait to make changes until the upgrades are made at the middle school. The district will need to change the behavior with the parents on where they can and cannot drive.

Marquardt stated his recommendation is to clean up the ordinance because it's contradictory and the police department cannot enforce anything. The current ordinance says you cannot park in one area, and a different ordinance says you can park in that same area. Marquardt recommendation is to clean up the ordinance based on the signage that is in currently in place. That way, in case someone does park where they are not supposed to, the police department can enforce the ordinance.

Dave Friend, Director of Building & Grounds for Whitewater Unified School District, commented that the police might have a chance to enforce the ordinance in front of the middle school once the bus loop gets installed.

After further discussion, the committee decided to leave the signage and the ordinance information status quo. Therefore, no action was taken on this matter. Marquardt stated they will work with the school district to figure out a plan.

# 4. Discussion and Possible Action regarding the award of Contract 3-2025, Wastewater Treatment Plant Return Activated Sludge Pump Addition.

Marquardt stated the Wastewater Treatment Plant Return Activated Sludge Pump Addition Project was advertised with bids due on October 28, 2025. Two bids were received.

Sabel Mechanical \$243,850.00 August Winter & Sons \$274,200.00

The Public Works Committee and Common Council approved Task Order 25-04 for the design of the project in February 2025.

Strand's Opinion of Probable Construction Cost was \$158,000. The project was included in the 2026 CIP with a budget of \$140,000. Strand reached out to Sabel Mechanical after the bid and asked for a breakout of costs. The huge difference was in electrical where Sabel Mechanical was estimating \$126,000 worth of work.

The low bid is 55% higher than the estimate. Staff cannot justify a recommendation to move forward with this project at this time. Staff recommended a motion to reject all bids and not award the contract and forward to council for final action. Staff will also ask Finance to remove this project from the CIP for consideration next year.

Due to the small scale of construction, staff will look to do this project in conjunction with and when another project is planned at the Wastewater Treatment Facility.

Motion made by Board Member Majkrzak to reject all bids and not award the contract at this time, Seconded by Board Member Smith.

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

Voting No: None

# 5. Discussion and Possible Action regarding granting an easement from Parcel /OT 00037 to 328 W. Main Street (Hamilton House) for a handicap ramp.

Marquardt stated The Hamilton House, located at 328 W. Main Street, wants to install a handicap ramp along the west side of their building to provide ADA access. The current 48-inch-wide sidewalk abuts the property line. To install the 52-inch-wide handicap ramp, they need an easement from the City owned parcel to the west, Parcel /OT 00037. The permanent easement would be one foot, with a temporary easement also granted for construction.

The Plan and Architectural Review Commission met on Monday, November 10, 2025, to give their recommendation.

Staff recommended a motion to approve the easement and forward to council for final approval. Easement language will be available for the Council meeting.

Motion made by Board Member M. Smith to approve the granting of an easement from Parcel/OT 00037 to 328 W. Main Street (Hamilton House) for handicap ramp, Seconded by Majkrzak.



Voting Yea: all via voice (3)

Voting Nay: None

# 6. Discussion and Possible Action regarding hiring a contractor to remove blockage and debris from Whitewater Creek near 220 and 228 N. George Street.

Marquardt stated staff received calls from two concerned residents along Whitewater Creek, who reside on George Street just north of the bridge. Their concern was with a blockage causing debris, mainly dead cattails, backing up in the creek adjacent to their and other's property. According to the DNR, the DNR nor the City is responsible for removing anything from the waterway. Affected residents can remove material if they desire if the riverbed is not disturbed, otherwise a dredging permit would be required. The blockage, and backup, are more than the residents can handle and even more than the City can take on. The city manager agrees to hiring a contractor to help with the removal of the blockage and backup. However, since this was not a budgeted expense, he asked that this item be brought to the Public Works Committee for discussion.

An estimate from a local contractor thought they could do the work for under \$25,000. If the City helped with trucking the material to the compost site, it would be even less. There is money available in the Stormwater Utility from the 2025 Dredging Project. \$300,000 was budgeted, but the project came in around \$160,000.

The blockage is from a large tree in the water. The backup consists of dead cattails that are being washed downstream from the lakes and from dried duckweed. The backup material is estimated to be one to three feet thick. Staff's recommendation is to move forward with this project. The project is proposed to be completed over the winter.

Board Member Majkrzak asked if the City followed through with this project would it be setting a precedent for others down the road that the City will take care of the creek. There are also concerns with easements and residents' yards getting messed up.

Marquardt spoke with the city attorney, and he would like easements from both the east and west side property owners.

Board Member M. Smith and Board Member Hicks both agreed something needs to be done. Board Member Hicks did have concerns as well about setting the precedent down the road.

Motion made by Board Member M. Smith to approve hiring a contractor to remove blockage and debris from Whitewater Creek near 200 and 288 N. George Street, Seconded by Board Member Hicks.

Board Member Majkrzak stated he would not be going with the majority and would like to see what would happen at Council. Marquardt stated it wouldn't be going to Council because it's less than \$25,000 (not a biddable project). It is a maintenance project and not public construction. If it's something for transparency, it could be brought to Council.

Therefore, Board Member M. Smith modified his motion to take this matter to Council, Seconded by Board Member Hicks.

Voting Yea: Board Member Hicks, Board Member M. Smith

Voting No: Majkrzak

# **FUTURE AGENDA ITEMS**

Parking on Elizabeth Street by Whitewater Middle School (update) - Board Member Majkrzak Basin Repairs update (citywide) – Board Member Hicks

# **ADJOURNMENT**

Motion made by Board Member Majkrzak to adjourn the Public Works Meeting at 6:16 p.m., Seconded by M. Smith.

Voting Yea: all via voice (3)

Voting Nay: None

Respectfully submitted,

Alison Stoll

Alison Stoll, Administrative Assistant Department of Public Works

\*Minutes Approved on Tuesday, \_\_\_\_\_

City of
WHITEWATER

# Public Works Agenda Item

VVIIII D WITH DR	
Meeting Date:	December 9, 2025
Agenda Item:	Turning lane on Prairie Street at W Main Street
Staff Contact (name, email, phone):	Brad Marquardt, bmarquardt@whitewater-wi.gov, 262-473-0139

# **BACKGROUND**

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

In March of this year, the Public Works Committee recommended to move forward with the installation of a right turn lane on southbound Prairie Street at W Main Street. The right turn lane was striped in August. The Committee asked for this item to be brought back at the end of the year to see if there were any comments, complaints or issues.

# PREVIOUS ACTIONS - COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

The Public Works Committee approved installing the right turn lane at their March 11, 2025 meeting.

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

N/A

# STAFF RECOMMENDATION

Only a few comments were received and they pertained to vehicles going straight from the right turn only lane. Comments included asking for words to be painted on the pavement.

At this time, staff does not have any issues with the right turn lane.

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

1. N/A

City of
WHITEWATER

# Public Works Agenda Item

WILLEWALLE	
Meeting Date:	December 9, 2025
Agenda Item:	Stop/Yield lines on W Main Street at Cottage Street
Staff Contact (name, email, phone):	Brad Marquardt, bmarquardt@whitewater-wi.gov, 262-473-0139

### **BACKGROUND**

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

Staff received a request to investigate if a stop line or yield line pavement markings could be installed at the pedestrian crossing on W Main Street at Cottage Street. The concern pertained with vehicles not stopping, stopping to close to the crosswalk, and/or not being able to see a crossing pedestrian with a car stopped in the adjoining lane to close to the crosswalk.

According to the Manual on Uniform Traffic Control Devices (MUTCD), stop lines or yield lines can be used at a crosswalk that crosses an uncontrolled multi-lane approach. If used, the lines should be placed 20 to 50 feet in advance of the nearest crosswalk line. Stop here or Yield here to pedestrian signs need to also be placed at the pavement marking location. See attached excerpt from the MUTCD.

In reviewing this request with Strand Associates, it was noted the same condition exists near Walmart, and if something is updated at Cottage Street, the same upgrade should be done at the other location as well.

# PREVIOUS ACTIONS - COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

N/A

### FINANCIAL IMPACT

(If none, state N/A)

There would be some minimal cost in acquiring new pedestrian crossing signs that would need to be installed at the actual crossing and at the pavement markings. Installing new signs and moving existing signs would be performed by city staff. There would also be cost in painting the pavement markings. This painting work would be contracted out and completed with the Franklin Street/Main Street intersection work.

# STAFF RECOMMENDATION

Staff recommends a motion to direct staff to move forward with the painting of yield lines at both pedestrian crossings on W Main Street. Stop lines are not recommended as they could cause confusion, especially within the intersection of Cottage Street.

# ATTACHMENT(S) INCLUDED

(If none, state N/A)

- 1. MUTCD Guidance
- 2. Pavement Marking and Signs

MUTCD 11th Edition Page 573

# Section 3B.19 Stop and Yield Lines

Option:

Stop lines may be used to indicate the point behind which vehicles are required to stop in compliance with a STOP (R1-1) sign, a Stop Here for Pedestrians (R1-5b) sign, a Stop Here for School Crossing (R1-5c) sign, a Stop Here for Trail Crossing (R-5e) sign, or some other traffic control device that requires vehicles to stop, except YIELD signs that are not associated with passive grade crossings.

#### Standard:

- OZ Stop lines shall consist of solid white lines extending across approach lanes to indicate the point at which the stop is intended or required to be made.
- Except as provided in Section 8C.03, stop lines shall not be used at locations where drivers are required to yield in compliance with a YIELD (R1-2) sign, a Yield Here to Pedestrians (R1-5) sign, a Yield Here to School Crossings (R1-5a) sign, a Yield Here to Trail Crossings (R1-5d) sign, or at locations on uncontrolled approaches where drivers or bicyclists are required by State law to yield to pedestrians.

Guidance:

- Stop lines should be used to indicate the point behind which vehicles are required to stop in compliance with a traffic control signal (see Section 4D.08).
- os Stop lines should be 12 to 24 inches wide.

Option:

Stop lines may be omitted at ramp control signals.

Support:

Section 4J.02 contains information regarding the use and application of stop lines in conjunction with a pedestrian hybrid beacon.

#### Standard:

- If used, a yield line pavement marking shall not be installed without a Yield (R1-2) sign, a Yield Here to Pedestrians (R1-5) sign, a Yield Here to School Crossings (R1-5a) sign, a Yield Here to Trail Crossings (R1-5d) sign, or some other traffic control device that requires vehicles to yield (see Figure 3B-16).
- Yield lines shall not be used at locations where drivers are required to stop in compliance with a STOP (R1-1) sign, a Stop Here for Pedestrians (R1-5b) sign, a Stop Here for School Crossing (R1-5c) sign, a Stop Here for Trail Crossing (R1-5e) sign, a traffic control signal, or some other traffic control device.
- Yield lines shall consist of a row of solid white isosceles triangles pointing toward approaching vehicles extending across approach lanes to indicate the point at which the yield is intended or required to be made. Option:
- If a yield line marking is used on a bicycle facility, a Bicycles Yield to Pedestrians (R9-6) sign (see Section 9B-12) may be used.

Guidance:

- The individual triangles comprising the yield line should have a base of 12 to 24 inches wide and a height equal to 1.5 times the base. The space between the triangles should be 3 to 12 inches.
- If used, stop and yield lines should be placed a minimum of 4 feet in advance of the nearest crosswalk line at controlled intersections, except for yield lines at roundabouts as provided for in Section 3D.04 and at midblock crosswalks. In the absence of a marked crosswalk, the stop line or yield line should be placed at the desired stopping or yielding point, but should not be placed more than 30 feet or less than 4 feet from the nearest edge of the intersecting traveled way.

# Standard:

If yield (stop) lines are used at a crosswalk that crosses an uncontrolled multi-lane approach, Yield Here to (Stop Here for) Pedestrians (R1-5 series) signs (see Section 2B.19) shall be used.

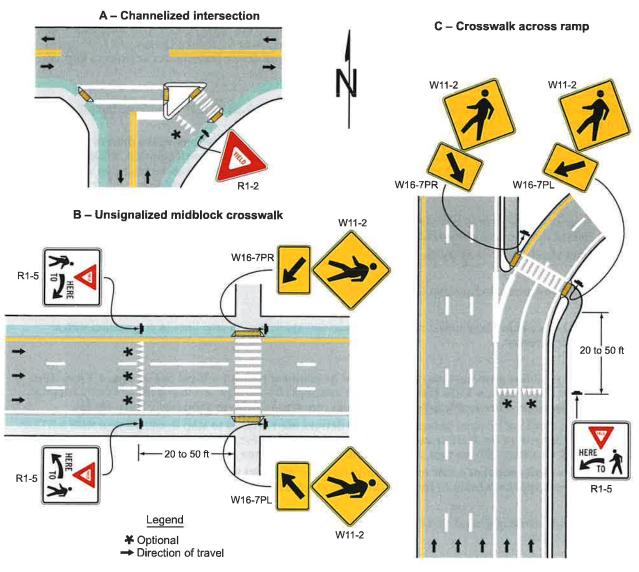
Guidance:

- If yield (stop) lines are used at a crosswalk that crosses an uncontrolled multi-lane approach, the yield (stop) line should be placed 20 to 50 feet in advance of the nearest crosswalk line (see Drawing B in Figure 3B-16).
- If yield or stop lines are used in advance of a crosswalk that crosses an uncontrolled multi-lane approach, parking should be prohibited in the area between the yield or stop line and the crosswalk.

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Page 574 MUTCD 11th Edition

Figure 3B-16. Examples of Yield Line Applications



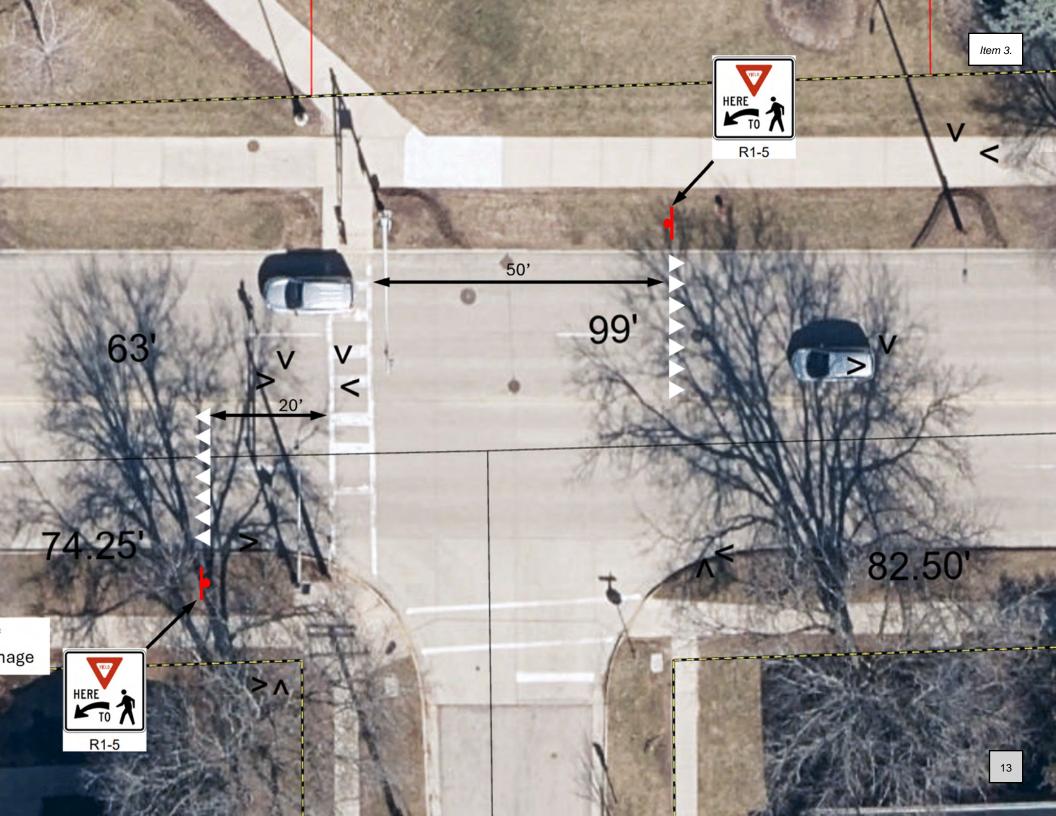
# Support:

- Section 9B.12 contains information for providing signing applicable to bicyclists also subject to a yielding requirement at a crosswalk that crosses an uncontrolled approach.

  Guidance:
- Yield (stop) lines and Yield Here to (Stop Here for) Pedestrians signs should not be used in advance of crosswalks that cross an approach to or departure from a circular intersection.

  Support:
- Section 8C.03 contains information regarding the use of stop lines and yield lines at grade crossings. Option:
- Stop and yield lines may be staggered longitudinally on a lane-by-lane basis (see Drawing D in Figure 3B-13). Support:
- Staggered stop lines and staggered yield lines can improve the driver's view of pedestrians, provide better sight distance for turning vehicles, and increase the turning radius for left-turning vehicles.

Sect. 3B.19



City of
WHITEWATER

# Public Works Agenda Item

VV III I D WI II D K	
Meeting Date:	December 9, 2025
Agenda Item:	Public Art on Electrical Boxes
Staff Contact (name, email, phone):	Brad Marquardt, bmarquardt@whitewater-wi.gov, 262-473-0139

# **BACKGROUND**

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

With the successful completion of eight painted traffic control boxes over the summer of 2025, staff decided to put out another call for artists for four remaining boxes. They are located at the corner of Franklin Street and Main Street, Prince Street and Main Street, Starin Road and Jefferson Street, and Starin Road and Newcomb Street. Six applications were received and reviewed by the Public Arts Commission. They recommended to move forward with applications received from: Bill Miller, Justin Mane, Edith Wence and Aliya (Mou) Noh. Three of the four have words associated with the painting. It was also recommended by the Public Arts Commission that any writing only be on the back side of the box.

# PREVIOUS ACTIONS - COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

At the May 13, 2025 Public Works Committee meeting and the May 20, 2025 Common Council meeting, it was approved to move forward with the painting of eight traffic control boxes. At the November 6, 2025 Public Arts Commission meeting, the Commission recommended four artists/paintings for approval to send to the Public Works Committee.

# FINANCIAL IMPACT

(If none, state N/A)

\$8,000 (\$2,000/each) has been included in the 2026 Street Department budget.

## STAFF RECOMMENDATION

Staff recommends a motion to approve the four recommended paintings.

# ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Recommended applications

**Print** 

Item 4.

# APPLICATION FORM IN RESPONSE TO THE CALL FOR ARTIST FOR WHITEWATER TRAFFIC BOXES - Submission #1930

Date Submitted: 9/15/2025	
ARTIST INFORMATION	
Name of Applicant/Team Leader:*	
A Bill Miller	
Additional Team Members (if applicable)	
Mailing Address:*	
0	
Phone Number:*	Email Address:*
PROPOSAL INFORMATION	
Project Title or Theme:*	
"Gridworks"	
Proposed Project Location(s):*	
Prince & Main, Open to any other location as well	

Item 4.

Description of Concept (max 500 words): (Please describe your design concept, including inspiration, themes, and how it reflects the City of Whitewater)\*

I would like to propose for the Transformations Whitewater public art installations will be in line with my painting and drawing work. More specifically, the painting would be based on my ongoing daily drawing practice. The work is abstract and based on hand drawn grids creating unique patterns. I typically create these works on a daily basis as small repeatable patterns and then apply them in 3D modeling for animation projects. The proposed work would be to do the same thing but in a real, physical way with more traditional materials.

Included in my proposal are some mock-up images. I did not have photo references for the sites listed on the website, so I used some that were included in the call for proposals last year. The artwork I propose to paint could be done on any electrical box and would have a similar appearance based on the different size of the box if my work is selected. I would be happy to do this work at any of the open locations. I do have a slight preference for Main Street & Prince Street as I work in the Greenhill Center of the Arts.

VISUAL ATTACHMENTS: Design sketches/mock-ups included (up to 4 images)

VISUALATTACHMENTS	VISUAL ATTACHMENTS	VISUAL ATTACHMENTS	VISUAL ATTACHMENTS
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Main Street-compressed-	Main Street-compressed-	Main Street-compressed-	
1.jpg	2.jpg	3.jpg	

#### EXPERIENCE AND QUALIFICATIONS

#### RESUME/BIO FOR ALL TEAM MEMBERS

RESUME/BIO *	RESUME/BIO	RESUME/BIO	RESUME/BIO
2025_CV.doc	2025_BIO.txt	Choose File No fisen	Choose File No fisen

PORTFOLIO: Examples of up to 3 previous works (include title size, material, and brief description).

PORTFOLIO PORTFOLIO PORTFOLIO

GridworksPaintingExamples.jpg 2025\_DailyDrawing\_Examples.jpg 2024\_DailyDrawings\_Banner.jpg

BUDGET INFORMATION

#### TOTAL PROPOSED BUDGET:\*

\$900

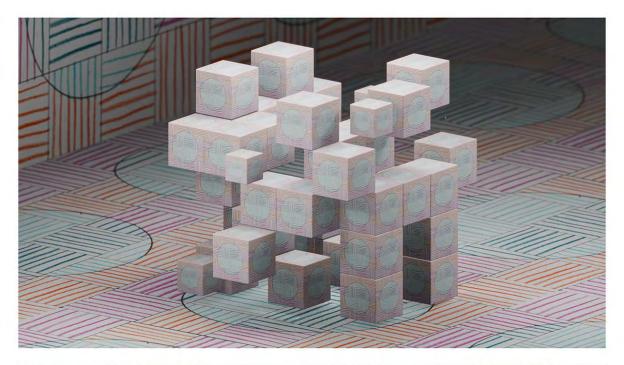
### ITEMIZED BUDGET (LABOR, MATERIALS, CONTINGENCY, ETC.); \*

lte.	m	4	

Krylon Dual Superbond Paint + Primer For Prep \$80 = \$20 x 4 Chroma Acrylic Mural Paint Avg. \$10 per 16oz jar 6 colors \$120 = \$10 x 12 **Brushes** \$50 = \$10 x 5 Miscellaneous (Painters masking tape, poly sheeting) \$50 Labor  $$600 = $50 \times 12 \text{ hours}$ Total \$900 MAINTENANCE PLAN How will the artwork be protected and maintained? (max 300 words) (Please describe how you will ensure the durability and vibrancy of your design.)\* Clearcoat protective layer sprayed after painting is complete ADDITIONAL INFORMATION How are you connected to Whitewater, W1? If you do have a connection, please describe briefly.\* I have lived in Whitewater since 2019 and have taught at UW Whitewater since 2013 -Which category best describes you?\* If other, explain Amateur Professional School or Youth Organization A person under the age of 18 other, please list below

Will you collaborate with local organizations or	_ If yes, provide details	
businesses for in-kind support?*		
│		
✓ No		
DECLARATION		
I certify that all information provided in this application my design will become the property of the City of White	n is accurate to the best of my knowledge. I understand that i ewater.	f selected,
Signature of Applicant/Team Leader:*	Date:*	
A Bill Miller	09/15/1978	







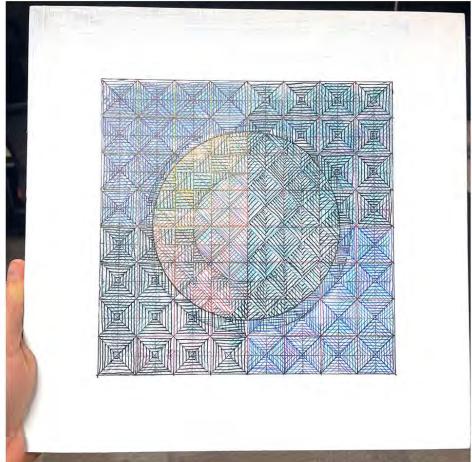












A. Bill Miller is an Associate Professor of Art and Design at University of Wisconsin-Whitewater teaching in the Media Arts and Game Development Program. He has exhibited and regularly screened his work nationally and internationally. In addition to fixed duration animated videos, Bill also performs and experiments with live audio/visuals, and explores digital prototyping.



## Curriculum Vitae

#### Education

2008	MFA, University of Wisconsin - Milwaukee; Milwaukee, WI; Painting and Drawing.
2007	MA, University of Wisconsin - Milwaukee; Milwaukee, WI; Painting and Drawing.
2002	REA University of Wisconsin - Stout: Menomonie WI: Studio Arts

#### Professional Experience

2023 - Present	3 - Present Media Arts and Game Development Coordinator, University of Wisconsin - Whitewat		
2019 - Present	Associate Professor, University of Wisconsin – Whitewater		
2013 - 2019	Assistant Professor, University of Wisconsin - Whitewater		
2010 - 2013	Assistant Professor, Penn State Altoona.		
2008 - 2010	Associate Lecturer, University of Wisconsin - Milwaukee.		
	Part-Time Faculty, Milwaukee Institute of Art and Design.		
2006 - 2008	Instructor of Record/Graduate Teaching Assistant, UW - Milwaukee.		
2003 - 2005	Construction Assistant, Twin Cities Habitat for Humanity Americorps		

## Courses Taught

Motion Graphics, Digital Video, Visual Effects, Motion Capture, Capstones In Game Development, Digital Foundations, Drawing For Digital Media, Electronic Illustration, Observational Drawing, Experimental Animation, Web Design, Internet Art

## Awards, Grants, Fellowships

2024	GPF Foundation Funded Educational Game Development Fall 2023 and Spring 2024
2023	UWW Faculty Sabbatical, Motion Capture Research Spring 2023
2022	UWW College of Arts and Communication Interdisciplinary Collaboration Fund
2019	UWW College of Arts and Communication Excellence in Service Award
2018	UWW Faculty Initiative for Research Excellence (FIRE) Grant
	UWW College of Arts and Communication Interdisciplinary Collaboration Fund
	UWW Department of Art and Design Excellence in Research Award
2017	UWW Department of Art and Design Excellence in Research Award
2016	UWW Department of Art and Design Excellence in Research Award

# **Exhibitions and Performances**

2025

60th Anniversary Alumni Exhibition, invitational group exhibition, School of Art and Design Gallery 209, UW Stout, Menomonie WI Oct 6-24 2025

Guest Artist Recital, audiovisual screening program, Western Michigan University, Dalton Center Recital Hall, Kalamazoo MI, March 26 2025

SEAMUS 2025, live concert program audiovisual screening, Purdue University, Fowler Hall Lafayette, IN March 22 2025

Bell Monks Concert, livestream visuals performance, twitch.tv, March 20 2025

2024

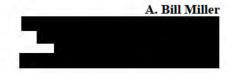
Project Projection, local group film and video screening program, Arts & Literature Laboratory, Madison, WI Oct 9 2024

Constellations ISEA2024, curated animation program, Ars Electronica, JKU MED Campus Linz Austria Sept 4-8 2024

Screen Arts Program, group exhibition at International Symposium on Electronic Art (ISEA2024), QUT Creative Industries, Brisbane Australia, June 27-28 2024

NFT/NYC Rooftop Artist Village, North Javits Hudson Yards April 3-5 2024

"Sensory Disconnection" group exhibition in conjunction with The Wrong Biennale, Online. 2023/24 https://nota.space/?user=shimo\_zhou&room=sensory.disconnection



2023

Sonict Ensemble, performance and screening, UW Whitewater Light Recital Hall, Nov 2 2023 Milwaukee Psych Fest VII, live visuals, The Cooperage, Milwaukee WI, May 4-6 2023 NOT.GLI.TC/H, conference speed show, University of Chicago, Chicago IL, Apr 1 2023 "Studio Sessions", weekly livestream broadcast, http://twitch.tv/gridworks1, 2020-2023

2022

Winter Woah Fest, livestream festival hosted by Interactive AV, <a href="http://twitch.tv">http://twitch.tv</a>, Jan 28 2022 Continuum 2022, Sitelines 42, invitational group exhibition, UW Milwaukee,

Kenilworth Square East Gallery, Milwaukee WI, Sept 7-22 2022

Summer Sol Fest, livestream festival hosted by Interactive AV, <a href="http://twitch.tv">http://twitch.tv</a>, Jul 23 2022 Spring Zing Fest, livestream festival hosted by Interactive AV, <a href="http://twitch.tv">http://twitch.tv</a>, Apr 9 2022 The Wrong TV, Curated by David Quilés Guilló, Centre Pompidou,

Paris France, Feb 23-Apr 25 2022

2021

The Wrong, Curated by David Quilés Guilló, 180 Media Lab, Porto Portugal, Nov 20-27 2021 The Wrong TV, Curated by David Quilés Guilló, Nuit Blanche, Paris France, Oct 8 2021 China VISAP'21, group exhibition, China Visualization and Visual Analytics Conference Arts Program, Wuhan, China, July 24-27 2021

Dalinç, group exhibition, curated by Seyhan Musaoglu, Binbirdirek Sarnici, Istanbul, Turkey, June 15-17 2021

2020

WELL NOW WTF, group exhibition, curated by Faith Holland Lorna Mill and Wade Wallerstein, http://wellnow.wtf, opening April 4 2020

Trajectory Series, group exhibition, curated by Christopher Willey, Villa Terrace Decorative Arts Museum, Milwaukee WI, Feb 28-Jul 26 2020

2019

Epicentre, curated by David Quilés Guilló, The Wrong Digital Art Bienale, 2019/20 "Resort 76", animation and video projection design, Directed by Bruce Cohen, Hicklin Theater, Whitewater WI, Oct 7-13 2019

Cube Fest 2019, juried, Moss Arts Center and Institute for Creativity, Arts, and Technology (ICAT), Virginia Tech, Blacksburg VA Aug 8-11

FILE-2019, juried, Electronic Language International Festival, SESI Gallery of Art Sao Paulo Brazil, June 26-Aug 11

West Virginia Mountaineer Film Festival 2019, juried, West Virginia University Creative Arts Center, Morgantown WV Apr 26-27

Milwaukee Psych Fest VII, live visuals, The Cooperage, Milwaukee WI Apr 5, 12, 13 A Share of A Future, International Exhibition, China University of Mining and Technology,

We Give Our Consent, collaborative group show, Crossman Gallery, UW Whitwater, Whitewater WI, Feb 7-26

2018

"MovingSensing\_Sequence05", screening w/ Boy Dirt Car, Moonplace Books, Minneapolis MN, Dec 8

Emergence of Post-Human Cartographies, Kansas City Performing Media Festival, La Esquina Gallery, Kansas City MO, Sep 29

Bideodromo Festival 2018, BilbaoArte Art Production Center, Bilbao Spain, Sep 19
Drawing Distinctions, Invitational Group Exhibition, Furlong Gallery, UW Stout,
Menomonie WI, Sept 17-Oct 27

ACTIVATAR, Mobile App Exhibition June 2018

Beijing China, Mar 8-Apr 30

Community Frames, Juried Exhibition, Walker's Point Center Of The Arts, Milwaukee WI, June 8-July 7



Ways of Something, Screening at Museum of Moving Image, New York, Mar 25 NOISE, Invitational Group Exhibition, Space Debris Art, Istanbul Turkey, Jan 12-Feb 16

Rule 35 GIF Screening, Group Screening curated by Faith Holland,

Transfer Gallery, New York, Jan 6 2018

2017

Homeostase, Group Exhibition for The Wrong Digital Art Biennale,

Centro Cultural Sao Paulo, Brazil, November 2017

Cutout Fest 09, Festival Internacional De Animacion Y Arte Digital,

Santiago de Querétaro, Mexico, Nov 9-12 2017

Art + Design Faculty Exhibition, Crossman Gallery, Whitewater, WI Oct 30-Nov15, 2017

The Real-Fake, curated by Claudia Hart and Rachel Clarke, online and traveling exhibition, 2017 http://www.real-fake.org

SPAMM Power Chicago IRL, Invitational Group Exhibition, Defibrillator Gallery, Chicago IL, August 31, 2017

TIME FRAME, Invitational Group Exhibition, Commissioned and Sponsored by GIPHY, Gallery 151, New York, June 17-22, 2017

Live Visual Performance with Breadmothers, Milwaukee Psych Fest,

Boone and Crocket, Milwaukee May 11, 2017

The New Normal, Invitational Group Screening Program, Salt Galata Auditorium, Istanbul Turkey, May 6 2017

No Copyright Infringement Intended, "Diamonds (Green Screen Version)" Curated by Nick Briz, Phoenix, Leicester UK, Apr. 7 - May 21, 2017

SPAMM Power, Invitational Group Exhibition, R3FRAG Symposium, Parsons Paris, March 31-April 14, 2017

Here Comes Everybody, Episode 8 Part 3, Cable Access Video Program, January 2017

2016

Dreamlands: Immersive Cinema and Art 1905-2016, "Ways of Something" Curated by Lorna Mills, Whitney Museum of American Art, New York, Oct. 28, 2016 - Feb. 5, 2017 "phantoms2", juried exhibition of Computer Art Congress 5,

Maison des Sciences de l'Homme, Paris FR Oct. 26-28 2016

The Body Electric, Invitational Group Exhibition, Crossman Gallery,

Whitewater, WI, Oct. 14 - Nov. 12 2016

Vector Festival, Animation installed in window at Common Sort, Toronto CA, July 14-17 FILE Anima+, Electronic Language International Festival Exhibition, SESI Cultural Centre, Sao Paulo, BR

FILE Anima+ Program, Athens Digital Arts Festival, Building Complex Gate Ermou 117-121, Athens GR May 22 2016

Synthetic Resonances, Screening Curated by Eva Papamargariti, Assembly Point, London UK, May 20 2016

Cloaked in Code, Subtle Technologies Festival, Gladstone Hotel Ballroom, Toronto CA, May 13, 2016

Live Video for Milwaukee Psych Fest, Cactus Club May 4-6 2016

Live Video for Improvising With Jazz Performance, Music Mosaics, Light Recital Hall, April 5 2016

Ignition, Invitational Group Exhibition, Crossman Gallery, March 2016

"untitled phantoms", Electric Objects Commissioned Artwork Collection, February 2016

2015

UV Index//Unresponsive Media, The Wrong Digital Art Biennial, video program curated by Yoshi Sodeoka, Johnny Woods & Rea Mcnamara, Superliquidato Gallery, Cluj-Napoca Romania, November 27-January 31, 2015-2016



"untitled phantom 05" & "untitled phantom 06", commissioned by Electric Objects, high definition digital art platform, New York, NY November 2015

"Ways of Something" Episode 4, curated by Lorna Mills, Gene Siskel Film Center, Chicago, IL. Oct 22 2015

"John Praw Ghost" (Video), Dinca Vision Quest Film Festival, Co-Prosperity Sphere, Chicago IL September 17 2015

Video Demonstration, Milwaukee Maker Faire, Wisconsin Expo Center at State Fair Grounds, Milwaukee WI September 16-27 2015

"gridCycles.net", Disruption, group exhibition at International Symposium of Electronic Art 2015, Vancouver Art Gallery, Vancouver, BC, August 15 2015

"post gridworks", video album and publication, Undervolt & Co., June 2015

Browser Based, group exhibition, Esther Klein Gallery, Philadelphia, PA, April 10 - May 22

Interface: Meetings of Art and Technology, group exhibition, Union Gallery,

UW-Milwaukee, Milwaukee, WI, January 26 - February 20

First Look GIFs, screening at Museum of Moving Image, Astoria, NY, January 9-18

2014

Hypersalon, Curated by Transfer Gallery Director Kelani Nichole, South Beach Miami, December 1-7 2014

VIA Festival, Video Performance, Emporium Chicago, IL http://via2014.com/ October 1-5 glitChicago: media performances, curated by Paul Hertz, Ukranian Institute of Modern Art, Chicago, IL, September 19

FILE 2014 - Electronic Language International Festival, FIESP Cultural Center Ruth Cardoso, Sao Paulo, Brazil, August 25 - October 05

Language and Code, two person exhibition with Daniel Temkin, TRANSFER Gallery, Brooklyn, NYC, August 9 - 23

glitChicago: An Exhibition of Chicago Glitch Art, group exhibition, curated by Paul Hertz, Ukranian Institute of Modern Art, Chicago, IL, August 1 - September 28

META, group exhibition, quARTel Sala Municipal de Arte, Abrantes, Portugal, July 19

Temple, group exhibition, Sensorium, Milwaukee, WI April 25

Slingshot Festival, performance, Morgan Theater, Athens, GA March 22

Dashboard, The Wrong Curators Art Show, Curated by Kamilia Kard and David Quiles Guillo, Kalpany, Milan Italy, http://thewrong.org/Kalpany January 23

Snow Crash, performance, Foam City, Lafayette, IN January 18

2013

Gif Wrapping, group exhibition, Presented by netartnet.net, http://gifwrapping.net/ December 24 Video/Still, group exhibition, curated by Karen Chan-Baggetta, http://www.videostillgallery.com/ Net VVorth, closing reception exhibition, Curated by Daniel Temkin,

TRANSFER Gallery, Brooklyn, NYC, http://netvvorth.com/Catalog/ December 14 Vision Quest, performance at Film Festival, Curated by Andrew Rosinski and Fern Silva, Mana Contemporary, Chicago, IL, http://visionquest.dinca.org/ November 22

Anatomize, closing reception screening, Curated by Rollin Leonard,

TRANSFER Gallery, Brooklyn, NYC, http://anatomize.xasyasz.com/ November 9 'GridCL X', cloaque (collaborative Tumblr), http://cloaque.org, October 29 - November 2 (Glitch) Art Genealogies 2, no\_name\_gallery, Lima Peru, August 29 - September 3 No-Media, improvisational performance, Nightingale Cinema, Chicago, IL, August 17 'a symbol'. Widget Art Gallery, mobile device exhibition, July 17 - August 17

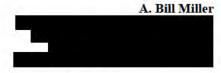
CLUSTERFUCK ZOO, closing reception screening, Curated by Lorna Mills,

TRANSFER Gallery, Brooklyn, NYC, July 13

GLITCH, Run Computer Run, Curated by Nora O Murchu, Rua Red, Dublin Ireland, May 24 - July 13.

gridworks, solo exhibition, TRANSFER Gallery, Brooklyn, NYC, April 13 - May 4 (Glitch) Art Genealogies, LEAP, Berlin Germany, March 16

DVD Dead Drop Vol.5, Best of Fach and Asendorf Gallery, Museum of Moving Image New York, NY, Feb 8 - Mar 14



When Analog Was Periodical, curated Lorna Mills & Anthony Antonellis, z-Bar, Berlin Germany, Feb 12

Idle Screenings, curated Art Screensavers, http://idlescreenings.com, Jan 16-31 2013

2012

>get >put, curated Kelani Nichole, Little Berlin Gallery, Philadelphia PA, Nov-Dec 2012
Faculty Exhibition, Sheetz Gallery, Penn State Altoona, Altoona PA, Oct-Dec 2012
Plink Flojd Screening, Hollywood Theatre, Portland OR, October 20 2012
Culture Night Screening, curated Grace McEvoy, BlockT, Dublin, Ireland
AUTOMATA at Electronic Picnic, curated Grace McEvoy BlockT, Stradbally Hall, Ireland
Continuum 2012, UW-Milwaukee Alumni Exhibition, Union Gallery, Milwaukee, WI
Electronic Literature Organization 2012 Media Arts Show, curated Dene Grigar and Sandy

Baldwin, The Monongalia Arts Center, Morgantown, WV, June 20-23

1MB Show, Fach & Assendorf Gallery, http://fa-g.org/

Sheroes, One-Night Interactive Installations (Monthly), Toronto, CA, Ongoing

Dither D00m GIF screening, curated Patrick Quinn, The Nightingale, Chicago, IL May 12

Plink Flojd, Compilation Video Project, Curated by Yoshi Sodeoka and Eric Mast,

Produced by David Quiles Guillo, Presented at ROJO Nova BYOBeamer, Little Berlin Gallery, Philadelphia, PA 03/02

FILE RIO 2012, Electronic Language International Festival, Art Galery of Oi Futuro,

Rio de Janeiro, BR, Mar 12-Apr 8th
Scan2Go, New Media Caucus year long online exhibition, Released at CAA 2012
<terminal> monitors, Austin Peay State University, Clarksville, TN, 2/20-3/2

A/Vworkssssss, One Night Event/Performance, Borg Ward Collective, MIlwaukee, WI Jan 3

2011

gridfont7, Fach & Assendorf Gallery, http://fa-g.org/2011/abillmiller-gridfont7
Streaming Festival 6th Edition, Het Nutshuis, The Hague, Netherlands, Dec. 1-18 2011
FestivalMulti2011\_Especial - Curator David Quiles Guillo, Video Art Program,
Rio de Janiero, BR, Nov-Dec 2011

Sheroes, One-Night Interactive Installations (Monthly), Toronto, CA, Nov. 18 and Dec. 23

GLI.TC/H Chicago - Live Video Performance, Chicago, IL Nov. 3-7

GLI.TC/H Program at FLIP Animation Festival, Birmingham, UK, Oct. 29

GLI.TC/H Online, Online Exhibition, http://gli.tc/h/Online/

Punto Y Raya Festival, Museo Reina Sofia Madrid, November 3-6, 2011

BYOB Sao Paulo, Rojo Nova Sao Paulo, Oct. 29

VIA Festival, Performance, Pittsburgh, PA http://www.via-pgh.com/ October 5-9

3ra Convocatoria Belica, Valencia, Venezuala, September 2011

I AM NOT A POET Festival, Edinburgh Aug.8-21 http://tkunst.wordpress.com/

Street Show: The Things Between Us, USB Dead Drop Exhibition, Released in New York

v1b3 Uncommon Program, Highland Park Festival, Detroit, MI, 7/16 & 17

FILE 2011, Electronic Language International Festival Exhibition, SESI Cultural Centre Sao Paulo, Bazil

I've Zine The Darkness, Dieschönestadt Gallery, Halle, Germany

BYOB Utrecht, CBKU Gallery, Utrecht, Netherlands

moves 11, International Festival of Movement on Screen, Liverpool, UK

New Media Caucus Showcase, SVA MFA Computer Art Department, CAA, New York, NY

Getting Closer, Curated by Lindsay Howard, Fe Gallery, Pittsburgh, PA

gridworks, Ivyside Gallery, Penn State Altoona, Altoona, PA

TPS Reports: Performance Documents - SpaceCamp MicroGallery, Herron School of Art and Design, Indianapolis, IN

2010

Web Fake Festival "UAVM Highlights", Web Art Center, http://www.webartcenter.org Cyber Human Forms, Online Exhibition, UAVM, http://www.uavm.net Future Selves, The Big Screen Project, New York, NY 10,000 Jiggawatts, Screening, Small Space & Jackpot Gallery, Milwaukee, WI

Virtual Art Fair, Online Exhibition, http://hypothete.com/VirtualArtFair/ C, mini video festival, Eyedrum Art & Music Gallery, Atlanta, GA MARNmentors Exhibition, Brooks Stevens Gallery, MIAD, Milwaukee, WI Cream of The Crop, Screening, Starlight Cinema, Madison, WI Kate Brandt Pink, Union Art Gallery, University of Wisconsin - Milwaukee, Milwaukee, WI MAM After Dark: Here And Now, MIAD one night show, Milwaukee Art Museum, Ethereal Views, Eclipse Gallery, Algoma, WI

2009

Samples from Gridworks Collection Project, Some Walls, Oakland, CA, http://somewalls.com Byte Scrapers, Online Exhibition, Unknown Artists Virtual Museum, http://www.uavm.net Pixel Project, Online Exhibition, Unknown Artists Virtual Museum, http://www.uavm.net 9/9/09 Performance Art Showcase, Milwaukee, WI

Pixilerations [v.6], New Media Festival, Providence, RI

The End of Television, Video Program Broadcast, The Nerve, Pittsburgh, PA

FILE, Electronic Language International Festival, Sao Paulo, Brazil.

Crosstalk Video Art Festival, Godor Club, Budapest, Hungary.

Flickers of Recognition: Technology and the Self Portrait, Peninsula School of Art Guenzal Gallery, Door County, WI.

Visionary Drawing Building, Online Drawing Archive. http://www.drawingbuilding.org Flight Box, Present Music Event at Milwaukee Art Museum, Milwaukee, WI

Terminal 1st Annual Short Film Festival, Terminal Gallery at Austin Peay State University, Clarksville, TN.

Gridworks2000, Add-Art Firefox Plugin Exhibition, http://www.add-art.org

2008

Illuminators Exhibition, Koltsovo International Airport, Yekatenaburg, Russia. MFA Exhibition, Inova/Arts Center, UWM, Milwaukee, WI.

Digital Media at La Nau, Valencia, Spain, v1b3 program. http://www.v1b3.com

Media Arts Show at Visionary Landscapes: Electronic Literature Organization Conference, Vancouver, Wa.

Make Your Own History, Group Exhibition, Historic Blatz Brewery, Milwaukee, WI. Locally Groan, Collaborative Film and Video, UWM Union Theater, Milwaukee, WI. Art Architecture and Music for the New Milwaukee, Present Music Event at Milwaukee Art Museum, Milwaukee, WI

#### Curatorial

Body Electric, Crossman Gallery, Whitewater, WI, Oct. 14 - Nov. 12 2016

Transformers, code and data driven animation screening, curated with Mat Rappaport and Darren Douglas Floyd, CAA Media Lounge, Washington DC, Feb. 6 2016

GIF Free For All, Computer Art Congress 4, Rio de Janeiro, Brazil, September 1-3, 2014 http://www.master-list2000.com/GIF freeforall

pl41nt3xt pavilion, The Wrong (Digital Art Bienniale), 2013-2014, http://pl41nt3xt.com/ Juror - Computer Animation Festival, SIGGRAPH 2012

Speed Show: Extra Credit, Penn State Altoona, 2012,

http://www.master-list2000.com/speedshowextracredit.html

Juror - West Virginia Mountaineer Short Film Festival, 2011

Phosphene, Video Installation Event, Borg Ward, Milwaukee, WI. October 2009.

SPRAWL, Group Exhibition, Borg Ward, Milwaukee, WI. November 2008.

# Collections, Publications, & Presentations

"Movement Systems From Motion Capture Data", co-authored with Jeremy Behreandt, proceedings of Computer Art Congress 5, Europia Productions, Paris FR Oct. 2016 "vision-problems," (artwork in book) Christopher Willey, Cognella Publishing, San Jose, CA (forthcoming)

"Experimenting with Noise in Markerless Motion Capture", demonstration and short paper, presentation and published proceedings of 2nd International Workshop on Movement in Computing, Simon Frasier University, Vancouver, BC, August 15 2015



"Glitchy GIFs", artist workshop, DECODE Student Organization, UW-Milwaukee, Milwaukee, WI, February 19 2015

"Revisiting the Gridworks Collection Project Archive", Artists Now!

Lecture Series, UW-Milwaukee, Milwaukee, WI, February 18 2015

"Browser BASED", 'Breaking The Frame' panel chaired by Lynn Tomlinson,

College Arts Association (CAA) Annual Conference, New York, 2015 "glitChicago", exhibition catalog, Stanislav Grezdo, Paul Hertz, and Annunziata Faes,

Ukranian Institute of Modern Art, Chicago, 2014, http://is.gd/TDriPJ

NNM Visual Interview, NoName Magazine, Lima Peru, 2013

http://www.noname-magazine.com/a-bill-miller

"(Glitch) Art Genealogies", exhibition catalog and essay, Rosa Menkman, 2013. http://is.gd/xFiOkD

"Future Potentials for ASCII art", co-authored with Anders Carlsson,

Computer Art Congress 3, Europia Productions, Paris FR, 2012 http://chipflip.org/06

"gridworks2000 collage14", Architectural Inventions, Visionary Drawings, ed. Matt Bua and Maxmillian Goldfarb, Laurence King Publishing, London, United Kingdom, 2012

Cover Artwork, NAP online literary magazine, Issue 2.7 http://naplitmag.com/

Scan2Go, Published Art Catalogue, Released by New Media Caucus at CAA 2012

Hancock, Mark. "Echoes of the Past & Future: Gridworks by A. Bill Miller" Review,

Furtherfield, http://www.furtherfield.org/features/reviews/echoes-past-future-gridworks-bill-miller

Rhizome ArtBase (Collection - "Sentences on Conceptual Art in gridfont7" 2012

Rhizome ArtBase (Collection) - "gridSol-precomps" 2011

GLI.TC/H 20111 READER[ROR], Publication (critical essays and artwork) 159pp

SpringGun Press, Issue 4, Online Literature and Digital Art Journal, 2011.

http://www.springgunpress.com/

+81 Magazine, Vol.47 Pattern Graphics Issue, Tokyo, Japan,

RCP.ML2K.PDF, co-founder & contributer, pdf webzine published quarterly online

"Re:Exercises in Style", Special Collections, Golda Meir Library, UWM

Milwaukee Artists's Books And Zines Collection

MungBeing Magazine, Issue #23 of bimonthly online magazine, December 2008.

Illuminators Exhibition Catalog, 2008.

Cream City Review, Spring 2008, semi-annual UWM literary journal.

"Line, Space, Time" Presentation on Panel "Tools, Models, and Ideas for Changing the Way We Think About Line" Foundations in Art: Theory and Education (FATE), Biennial Conference 2009, Portland, Oregon.

Print

Item 4.

# APPLICATION FORM IN RESPONSE TO THE CALL FOR ARTIST FOR WHITEWATER TRAFFIC BOXES - Submission #1959

Date Submitted: 9/24/2025	
ARTIST INFORMATION	
Name of Applicant/Team Leader:*	
Justin Mane	
Additional Team Members (if applicable)	
Mailing Address:*	
Phone Number:*	Email Address:*
PROPOSAL INFORMATION	
Project Title or Theme:*	
Van Gogh Starry Night Quote	
Proposed Project Location(s):*	
Any Electrical Box	

Description of Concept (max 500 words): (Please describe your design concept, including inspiration, themes, and how it reflects the City of Whitewater)\*

This box would be painted with beautiful shades of blue flowing across all four sides with twinkling stars and moon in bright yellow. Across the bottom of the blue wind of the sky, one of my favorite quotes would be painted from Van Gogh. "What would life be if we hadn't courage to attempt anything?" This was a quote written from Vincent Van Gogh to his brother Theo in a letter back in 1881. I think everyone can relate to this quote in their life, and would bring a positive feeling to everyone who walks by it.

Item 4.

# VISUAL ATTACHMENTS: Design sketches/mock-ups included (up to 4 images)

VISUAL ATTACHMENTS  MockUp.jpg	Choose File No fisen	Choose File No fisen	Choose File No fisen			
EXPERIENCE AND QUALIF	ICATIONS					
RESUME/BIO FOR ALL TEA	M MEMBERS					
RESUME/BIO *	RESUME/BIO	RESUME/BIO	RESUME/BIO			
ResumeMane.docx	Choose File No fisen	Choose File No fisen	Choose File No fisen			
PORTFOLIO: Examples of up	to 3 previous works (include title	e size, material, and brief descrip	tion).			
PORTFOLIO	PORTFOLIO	PORTF	OLIO			
ManeArt2.jpg	ManeArt3.jpg	ManeAr	t4.jpg			
BUDGET INFORMATION						
TOTAL PROPOSED BUDGET	r.*					
\$1400						
ITEMIZED RUDGET (LAROI	R, MATERIALS, CONTINGENO	CV FTC )• *				
Outdoor Mural Paint \$150	x, WATERIALS, CONTINGEN	. i, E1C.),				
Spray Clear Coat UV-Resistar	nt \$50					
Labor minimum of 12 Hours o						
MAINTENANCE PLAN						
How will the artwork be protect vibrancy of your design.)*	ted and maintained? (max 300 w	ords) (Please describe how you w	vill ensure the durability and			
The painting will be sprayed with a UV resistant clear coat several times. I will also check on it every 6 months and will spray another coat when needed.						
ADDITIONAL INFORMATION						
How are you connected to Whit	tewater, WI? If you do have a cor	nnection, please describe briefly.*	,			
I have lived in Whitewater for over ten years. I also am the elementary art teacher at Washington along with being the U8 soccer coach. I love Whitewater! And I graduated from UW-Whitewater in 2010.						
1						

which category best describes you?"	ii otner, explain	RCIII -
Amateur		
Professional		
School or Youth Organization		
A person under the age of 18		
other, please list below		
Will you collaborate with local organizations or businesses for in-kind support?*	If yes, provide details	
▼ Yes		
■ No		
DECLARATION		
I certify that all information provided in this applicatio my design will become the property of the City of Whit		d that if selected,
Signature of Applicant/Team Leader:*	Date:*	
Justin Mane	9-24-25	
		<i>[1</i> ]









### Justin Mane

### Summary

Dedicated Art Teacher with a proven track record at Whitewater Unified School District, excelling in mural painting and art curriculum development. Renowned for engaging students through creative project design and effective classroom management, fostering a vibrant learning environment that inspires artistic expression and community involvement.

### **Skills**

- Mural painting
- Art curriculum development
- Classroom management
- Visual arts instruction
- Creative project design
- Community engagement

### **Experience**

### Elementary Art Teacher (5K-5th)

- Whitewater School District, Washington
- 2020-Current

### **Mural Artist**

- 2010-Current
- Apartment Mural on Tratt St. (2011)
- Pepi's Pizza Italian Restaurant Mural (2018)
- Mural at The River Church in Delavan (2013)
- School Murals (Juneau 2015,2016)
- School Murals Washington Elementary (2023,2025)
- Several Murals for private Clients inside homes and businesses

### Elementary Art Teacher (4K-5<sup>th</sup>)

- Dodgeland School District, Juneau WI
- Elementary Art Teacher
- 2010-2020

### **Education and Accomplishments**

- UW-Whitewater, 2010
- Bachelor of Arts in Art Education K-12
- Current President of the Wisconsin Art Education Association (Board member since 2019)

Item 4.

### **Print**

# APPLICATION FORM IN RESPONSE TO THE CALL FOR ARTIST FOR WHITEWATER TRAFFIC BOXES - Submission #1931

Pate Submitted: 9/15/2025	
ARTIST INFORMATION	
Name of Applicant/Team Leader:*	
Edith Wence	
Additional Team Members (if applicable)	
	,
Mailing Address:*	
	,
Phone Number:* Email Address:*	,,
PROPOSAL INFORMATION	
Project Title or Theme:*	
Everyone is Here to Grow	
Proposed Project Location(s):*	
W. Main Street/Prince Street, W. Main Street/Franklin Street, or any of the spots available I am not picky	

VISUALATTACHMENTS

VISUALATTACHMENTS

Item 4.

VISUAL ATTACHMENTS

Description of Concept (max 500 words): (Please describe your design concept, including inspiration, themes, and how it reflects the City of Whitewater)\*

My design includes a field of wildflowers represent the diversity of Whitewater. I choose wildflowers because through its variety of colors, shapes, and sizes of flowers each adapts to the environment and blooms beautifully. This shows how individuals in our community that come from various cultures contribute uniquie qualities and strengths making Whitewater a vibrant community. I am choosing to show the roots of the wildflowers underground because it symbolizes that while each flower is different above ground, they are still interconnected and share a common foundation (roots). This resembles the unity in Whitewaters diverse community. Diversity is not only welcome but essential for strength of our community.

VISUAL ATTACHMENTS: Design sketches/mock-ups included (up to 4 images)

VISUALATTACHMENTS

IMG.jpeg	Choose File No fisen	Choose File No fisen	Choose File No fisen
EXPERIENCE AND QUALIFIC	CATIONS		
RESUME/BIO FOR ALL TEAM	I MEMBERS		
RESUME/BIO *	RESUME/BIO	RESUME/BIO	RESUME/BIO
Art Bio (1).docx	Choose File No fisen	Choose File No fisen	Choose File No fisen
PORTFOLIO: Examples of up to 3 previous works (include title size, material, and brief description).			
PORTFOLIO	PORTFOLIO	PORTFO	OLIO
portfolio - Edith Wence.docx	Choose File No f	ile chosen Choose	File No file chosen
BUDGET INFORMATION			
TOTAL PROPOSED BUDGET:	*		
\$2500			

### ITEMIZED BUDGET (LABOR, MATERIALS, CONTINGENCY, ETC.); \*

### Surface Preparation:

- \* Wire Brushes and Scrapers: \\$30 For removing existing rust and loose paint.
- \* Sandpaper (Various Grits): \\$20 For smoothing the surface and creating better adhesion.
- \* Metal Cleaner/Degreaser: \\$30 To remove oils and contaminants.
- \* Rust Converter/Primer: \\$50 Converts existing rust into a stable surface and primes the metal.

### Priming and Base Coats:

- \* Self-Etching Primer: \\$100 Provides excellent adhesion to bare metal and inhibits rust.
- \* High-Quality Exterior Metal Primer: \\$150 Additional layer of protection against corrosion.

### Paints and Coatings:

- \* Acrylic Enamel Paints (Assorted Colors): \\$800 Durable, weather-resistant, and available in many colors.
- \* Anti-Graffiti Clear Coat: \\$400 Protects the artwork from vandalism and makes cleaning easier.

### **Application Tools:**

- \* High-Quality Paint Brushes (Various Sizes): \\$100 For detailed work and edges.
- \* Foam Rollers and Roller Frames: \\$50 For smooth, even coverage on large areas.
- \* Paint Trays and Liners: \\$20 To hold paint during application.
- \* Spray Gun (Optional): \\$300 For a professional finish (includes necessary safety gear like a respirator).
- \* Spray Can Nozzles: \\$20 To have options when using spray cans.

### Safety Gear:

- \* Respirator: \\$50 Protects against harmful fumes.
- \* Gloves: \\$20 Protects hands from paint and chemicals.
- \* Safety Glasses: \\$10 Protects eyes from debris and splashes.
- \* Protective Clothing: \\$50 Coveralls or old clothes to protect skin.

### Miscellaneous:

- \* Masking Tape: \\$30 For creating clean lines and protecting areas.
- \* Drop Cloths/Plastic Sheeting: \\$30 To protect the surrounding area from paint splatters.
- \* Paint Thinner/Mineral Spirits: \\$30 For cleaning brushes and thinning paint if necessary.
- \* Mixing Cups and Sticks: \\$10 For mixing paints and coatings.

The remainder of the budget is for labor and time.

### MAINTENANCE PLAN

How will the artwork be protected and maintained? (max 300 words) (Please describe how you will ensure the durability and vibrancy of your design.)\*

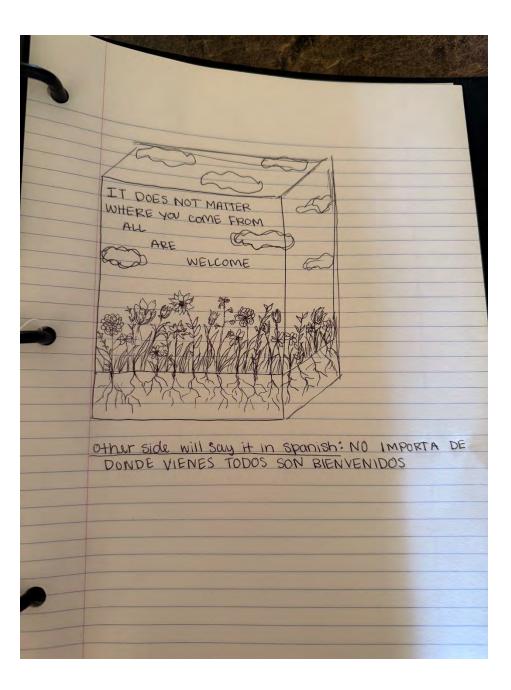
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### ADDITIONAL INFORMATION

How are you connected to Whitewater, WI? If you do have a connection, please describe briefly.\*

I have lived in this community my whole life. I grew up in Whitewater and attended schools and gradauted high school here.. I currently work at Washington Elementary school as a paraprofessional and I can say that the importance of how diversity unites and the strength of cultures has always been evident to me in all my years in Whitewater.

		Item 4
Which category best describes you?*	If other, explain	
Amateur		
Professional		
School or Youth Organization		
A person under the age of 18		
other, please list below		
Will you collaborate with local organizations or	If yes, provide details	
businesses for in-kind support?*		
▼ Yes		
■ No		//
DECLARATION		
I certify that all information provided in this application is ac my design will become the property of the City of Whitewater	ccurate to the best of my knowledge. I understand that if selected r.	d,
Signature of Applicant/Team Leader:*	Date:*	
Edith Wence	9-15-2025	







Artist Bio: Edith Wence

From a young age, I have been captivated by the world of color and form, finding solace and inspiration in the act of painting. It has been a life long passion. I enjoy creating beautiful and serene landscapes and I love painting the delicate intricacies of flowers. I also like to include elements of my hispanic culture in some of my work.

My work reflects a deep connection to nature, portraying scenes that evoke tranquility and wonder. Each piece is an exploration of light and shadow, texture and tone, inviting viewers to immerse themselves in the natural world.

Through my art, I seek to share a unique perspective, celebrating the simple yet profound beauty that surrounds us every day. My paintings are an invitation to pause, reflect, and appreciate the quiet moments of life



Title: "A Split Lifetime" Size: 30" by 24" Material: Acrylic paint

Description: This painting I made when I was starting college in 2018. This is a painting of the beautiful mountains I see when I visit my family in Mexico and in the sky there is an angel that is supposed to be my mother who passed away when I was young, a reason I go to Mexico is to visit my mothers grave because she was buried there. The figures in the middle represent me and how I was feeling during my life at a time where I felt I needed her.



Title: "Abuelito" Size: 30" by 24"

Material: Acrylic paint

Description: This is a painting of my grandfather looking at his field of crops in Mexico. My grandpa has a lot of land and was known for taking walks everyday to look at his crops because he loved his "siembrita" is what he called it. I started painting this after his passing 3 years ago. I am still working on this painting and adding more details to the field and background.



Title: "Si Yo Fuera Katrina"

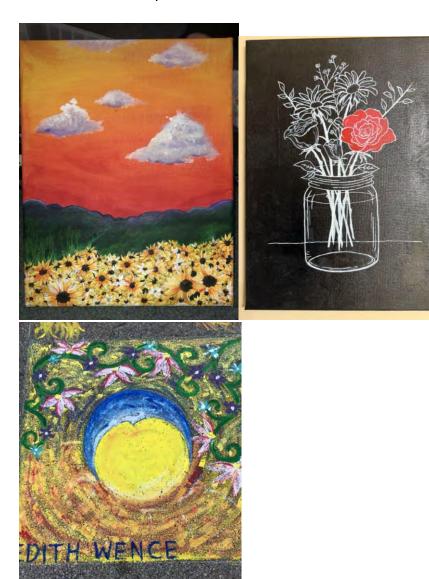
Size:

Material: Acrylic paint

Description: This is a painting I am currently working on. It symbolizes the famous Katrina from Mexican culture that is seen during the Day of the Dead celebrations. People paint their faces and dress up to welcome their loved ones that have passed. In my painting I am still working on making my background look like a picture I took of a beautiful sunset on one of my visits to Mexico. I will still be adding details to the mountains and clouds to the sky. I will also be designing the dress of Katrina and adding more flowers to her hair. I will also be working on the hand holding the wine glass.

My love of painting has driven me to create many beautiful scenes for friends and family but unfortunately I have always forgotten to take a picture of the paintings I have gifted to others that would have been perfect for a portfolio.

### Here are a few examples I found



Item 4.

### **Print**

# APPLICATION FORM IN RESPONSE TO THE CALL FOR ARTIST FOR WHITEWATER TRAFFIC BOXES - Submission #1991

Date Submitted: 10/9/2025	
ARTIST INFORMATION	
Name of Applicant/Team Leader:*	
Aliyah "Mau" Noh	
Additional Team Members (if applicable)	
Mailing Address:*	
Phone Number:*	Email Address:*
PROPOSAL INFORMATION	
Project Title or Theme:*	
Un mensaje a la comunidad	
Proposed Project Location(s):*	
W. Main St. and N. Prince St. intersection	

Item 4.

Description of Concept (max 500 words): (Please describe your design concept, including inspiration, themes, and how it reflects the City of Whitewater)\*

My proposal aims to shed light on the hispanic and indigenous cultures that have lived and contributed to Whitewater, while also providing a message of hope for those communities amid the current political climate. One side of the traffic box says "el pueblo unido jamas sera vencido" which translates to "the people united will never be divided". The other side features an ode to Bad Bunny's song "DtmF", which focuses on treasuring the people you love while they are around and being grateful for the present moment. The quote I chose from the song, "Deberias dar mas besos y abrazos las veces que puedas", directly translates to "you should give more hugs and kisses whenever you can". Bad Bunny is one of the most iconic Puerto Rican artists and has a great influence on the latine community. The larger sides of the traffic boxes will feature alebrije-like creatures. One side will be Willy Warhawk stylized like traditional alebrije art. The other side will feature the thunderbird, a significant icon and helper in Native American spirituality. The top of the traffic box will feature a marigold, the flower of life and death in Mexico. Talavera-like details will surround each quote/image on every panel. As an indigenous, Mexican American who graduated from UW-Whitewater with an arts degree, this is my way of giving back to the community and letting them know that they are seen and they are loved. My preferred location would be on the corner of W. Main St. and N. Prince St., so that the community can see these messages while driving/walking downtown. I am open to the other locations that have silver traffic boxes (not the black one), however I have really envisioned this piece on the corner near the Center of the Arts.

VISUAL ATTACHMENTS: Design sketches/mock-ups included (up to 4 images)

VISUAL ATTACHMENTS VISUAL ATTACHMENTS VISUAL ATTACHMENTS VISUAL ATTACHMENTS IMG.PNG IMG.PNG IMG.PNG

EXPERIENCE AND QUALIFICATIONS

RESUME/BIO FOR ALL TEAM MEMBERS

RESUME/BIO \* RESUME/BIO RESUME/BIO RESUME/BIO

CV 2025.pdf WW Traffic Boxes Artist Choose File No fi...sen Choose File No fi...sen

Bio.pdf

PORTFOLIO: Examples of up to 3 previous works (include title size, material, and brief description).

PORTFOLIO PORTFOLIO PORTFOLIO

Mini Portfolio (1).pdf Choose File No file chosen Choose File No file chosen

BUDGET INFORMATION

TOTAL PROPOSED BUDGET:\*

\$2,111

### ITEMIZED BUDGET (LABOR, MATERIALS, CONTINGENCY, ETC.); \*

3x Krylon Dual Superbond Paint + Primer - \$60

26x Craft Smart Outdoor Acrylic - \$2.50/each 2oz. Bottle - \$65

White x4

Black x3

Red x2

Blue x2

Yellow x4

Orange x4

Purple x3

Teal x3

rear x3

Brown x1

Labor - \$23/hour x 82 hours = \$1,886

Total: \$2,011

Contingency Plan: \*I cannot give concrete dates because I am disabled and have a chronic illness so my health/stamina depends on the day. Instead I have broken it down by hours per month!\*

November: base painting + gridding/doodle method layout = 10 hours

December\*: transfer sketches + place outlines - 15 hours

January\*: continue transferring if not done, begin text - 15 hours

February: begin color blocking - 10 hours

March: finish text, continue color blocking - 10 hours April: continue color blocking, add details - 10 hours

May: finish details + redo black outline to ensure its crisp - 10 hours

June: sign it, any last minute fixes - 2 hours

\*may be some flexibility in the winter months depending on weather

DEADLINE: June 16th, 2026

### MAINTENANCE PLAN

How will the artwork be protected and maintained? (max 300 words) (Please describe how you will ensure the durability and vibrancy of your design.)\*

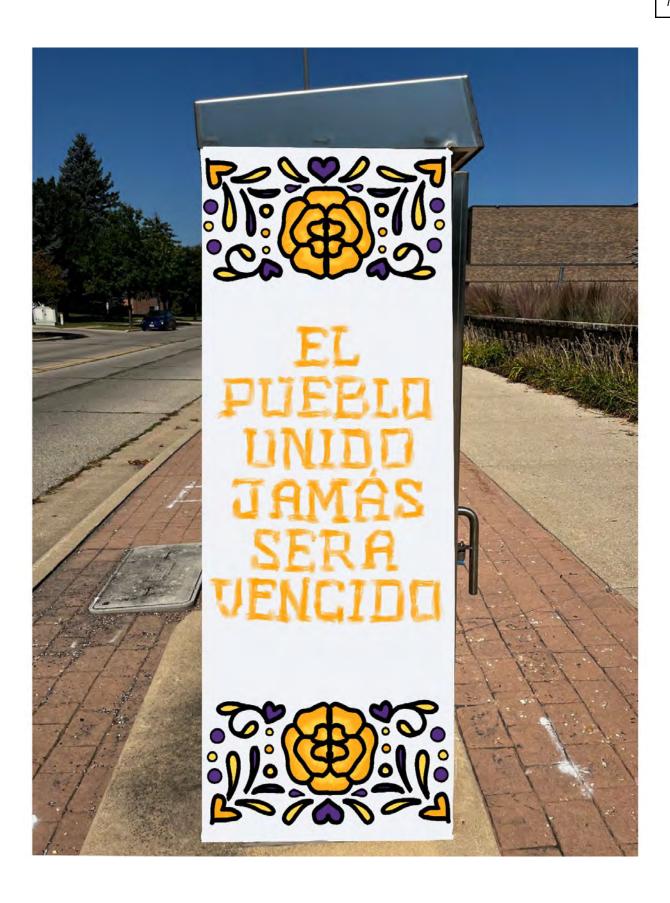
Weather and water-resistant paints will be used and if that doesn't appear to be enough, a weather-proof clear coat will be added. As a local artist, I am available for touch ups as needed if vibrancy begins to fade over the years.

### ADDITIONAL INFORMATION

How are you connected to Whitewater, WI? If you do have a connection, please describe briefly.\*

I graduated from UW-Whitewater with a Bachelor of Arts and Spanish minor in May. I have been heavily involved with the following UW-W Programs: SDES Programs, The MUSE (UWW Literary Arts Magazine), Honors Program, Research Program/McNair Program, Latino Students Program, and King Chavez Scholars.

Which category best describes you?*	If other, explain	Item 4
Amateur		
▼ Professional		
School or Youth Organization		//
A person under the age of 18		
other, please list below		
Will you collaborate with local organizations or	If yes, provide details	
businesses for in-kind support?*		
Yes		
▼ No		//
DECLARATION		
I certify that all information provided in this application is acmy design will become the property of the City of Whitewater		selected,
Signature of Applicant/Team Leader:*	Date:*	
Aliyah Noh	10/9/2025	









### **Box Translation**

You should give more kisses and hugs as often as you can.

The united people will never be defeated















# ALIYAH "MAU" NOH

ARTIST + SCHOLAR



### EDUCATION

2019-2025

**BACHELOR OF ARTS - STUDIO ART, SPANISH MINOR** 

UNIVERSITY OF WISCONSIN - WHITEWATER

### EXHIBITIONS

2025 SENIOR ART SHOW

University of Wisconsin - Whitewater

2024 BOUNDARIES VS. CONNECTIONS INDIGENOUS TECHNIQUES + EXHIBIT

University of Wisconsin - Whitewater

2021 ANNUAL MARY HOARD ART SHOW

Hoard Museum, Fort Atkinson, WI

## PRESENTATIONS AND PUBLICATIONS

2023 DECOLONIZING THE HUMAN EXPERIENCE: CONNECTIONS TRANSCENDING THE SELF IN WESTERN INDIGENOUS CULTURE

Women + Gender Studies Symposium, UW-Madison

2021 BARRIERS TO SUSTAINING THE ARTISTIC **IDENTITY INTO ADULTHOOD** 

McNair Scholars Research Symposium, UW-Whitewater

2020 ANXIETY, DRAWING, AISTHESIS: THE INTERDISCIPLINARY HONORS JOURNAL, VOLUME 12

University of Minnesota - Duluth, No. 1 2020

2020 THE EFFECTS OF GAY STRAIGHT ALLIANCE IN REDUCING RISK IN LGBT YOUTH

King Chavez Scholars Sympsium, UW-Whitewater



### SUMMARY

Hello! I am an artist and scholar that resides in Fort Atkinson, WI. I have reliable transportation and experience in the arts, customer service, creative problem solving, and bartending. You can find my artwork and research at my website!

www.mauartistry.com.

### SKILLS

- Leadership
- Microsoft Office
- Canva Pro
- Procreate
- Graphic Design
- Social Media
- Public Relations
- Hospitaliy
- Research
- · POS
- · Event Planning

# HONORS + ACHIEVEMENTS

### 2024 LGBTQ+ OUTSTANDING RESEARCH AWARD

**University of Wisconsin - Whitewater** 

### 2021 BEST IN PRINTMAKING AWARD

**University of Wisconsin - Whitewater** 

### 2020 - 2022 PRESIDENT, LAYOUT DESIGNER, HEAD ARTIST, THE MUSE

University of Wisconsin - Whitewater, Campus Literary Arts Magazine

### 2021 - 2022 PARTICIPANT, MCNAIR SCHOLARS PROGRAM

**University of Wisconsin - Whitewater** 

### 2019 - 2025 PRESENT DEAN'S LIST

**University of Wisconsin - Whitewater** 

# TEACHING EXPERIENCE

2021 INSTRUCTOR - NATIVE AMERICAN ART HISTORY + POT PAINTING W/ ACRYLICS, ART AS ACTIVISM

University of Wisconsin - Whitewater, Precollege Programs 1-Day Workshop

### 2021 INSTRUCTOR - CHINESE INK PAINTING & AIR-DRY CLAY SCULPTURE

University of Wisconsin - Whitewater, Precollege Programs 2-Day Workshop

# WORK EXPERIENCE

### 2023 - Present

**BARTENDER + OFFICE ASSISTANT** 

**Riverstone Event Center** 

### 2023 - 2024

RIPLEY PARK BEACH MANAGER

**Cambridge Area Programs** 

### 2022 - 2024

YOUTH CENTER SUPERVISOR

Cambridge Area Programs, Nikolay Middle School

### 2020 - 2022

LATINO STUDENT PROGRAMS AND HONORS

PROGRAM INTERN

**UW-Whitewater Student, Diversity, Engagement, + Success (SDES)** 

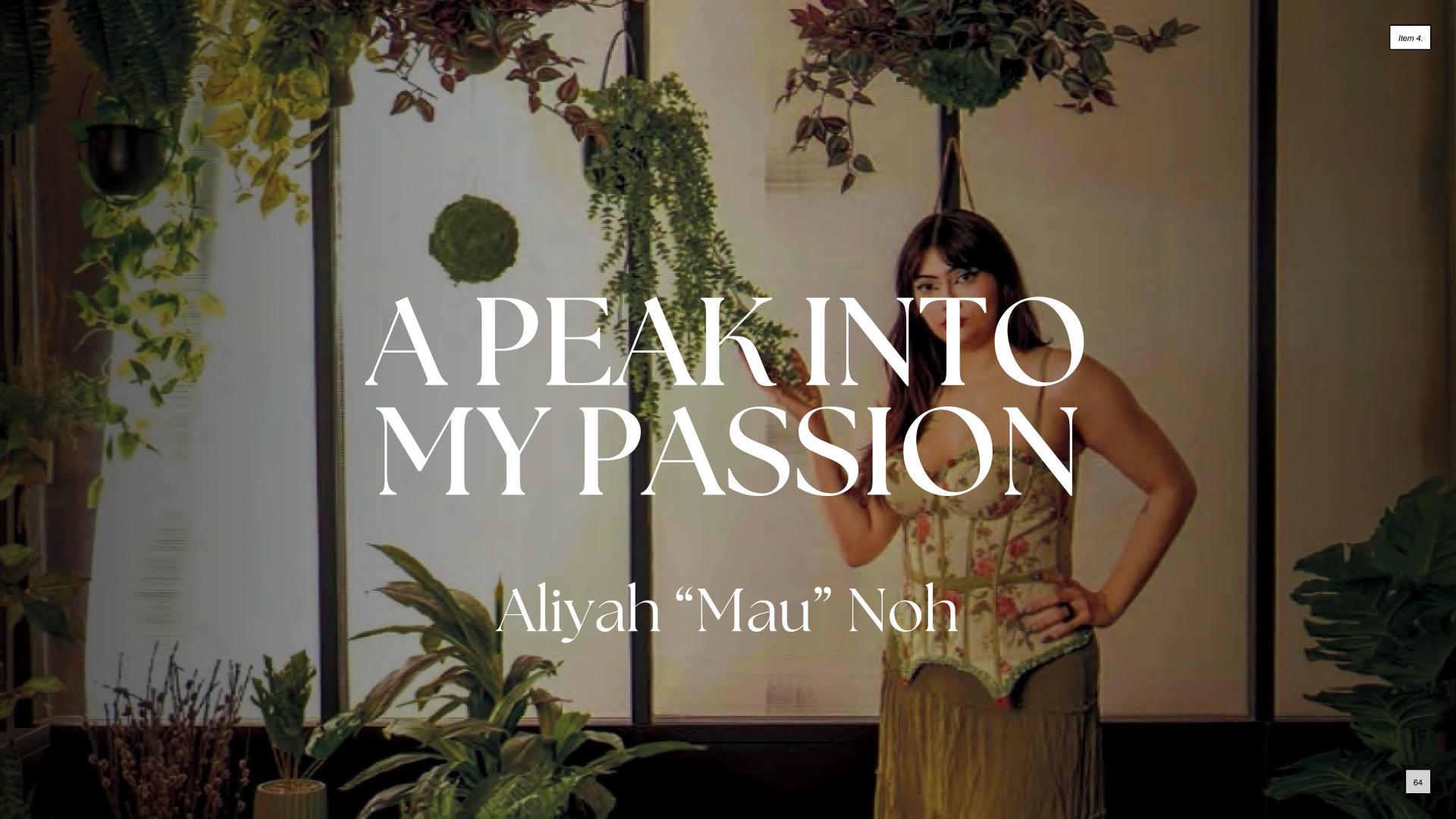


### **Artist Bio**

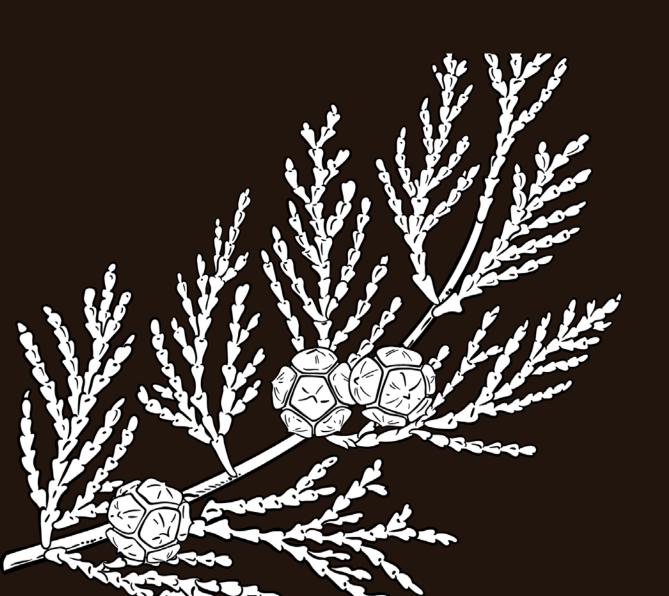
Hello!

My name is Aliyah Noh and I am a local, Mexican American indigenous artist that graduated from UW-Whitewater with an art degree this past May! I'm an avid supporter of constantly experimenting and learning new mediums so my work is primarily mixed media and contains a variety of materials/subjects. I believe there is always more to learn and grow with! After graduating university, my goal has been to build my own portfolio, move towards independent living, and increase my involvement with the community. Education, empathy, and community are the key to my sanity right now and I've found that many people are in the same boat. I've launched a monthly Adult Art Club in Fort Atkinson to help spread this message and am working with a few other local leaders to discover ways to mend the divide within our local communities. Although I usually work solo, I come from a family of artists that are incredibly supportive of me and my journey. If the interest or need arises, they would step in to help assist with the traffic box mural. All of my family is either Mexican or Native American so they were already excited just hearing my proposal. At most, I would have a team of 5 individuals who could step in to assist me if needed/desired. I have done one mural previously (residential) and am in the process of discussing another that will go in a local business in Madison so I have experience with larger works of art. This opportunity in Whitewater would allow me to explore the world of public art and get my name and my message out there. In addition, it would be an incredible full circle moment to be able to create a public art piece outside the same place that helped me obtain my degree despite being disabled/chronically ill. My gratitude to the Arts Department and SDES department at UW-Whitewater is forever lasting, for they have made an incredible impact on my life and future. Without the team of mentors I had there, I would never have graduated and found myself where I am today. My CV is attached to my application and you can find more of my work at www.mauartistry.com.

Thank you! Aliyah "Mau" Noh



# CENTRAL





Chronic Illness

Nature

Mexican Culture

Activism

Spirituality

Decolonization

Growth



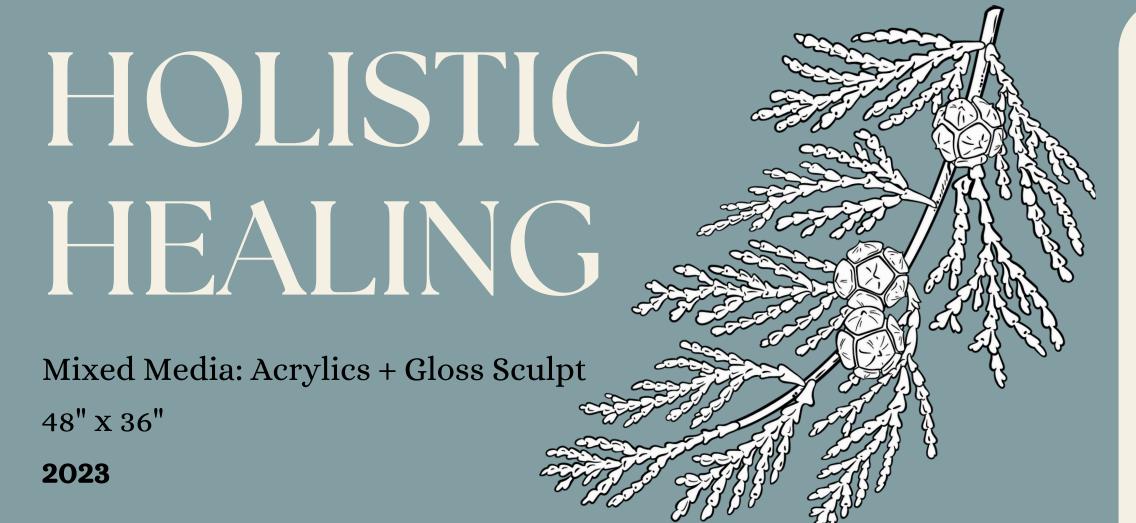












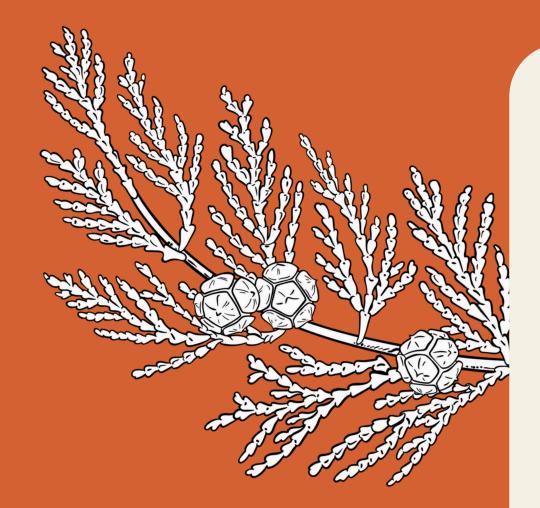
A large mixed media piece that combines UV- reactive acrylics with iridescents to create a piece that truly feels magical. This piece is an ode to all the healing plants that nature has blessed us with. This was created amid a crisis that had me questioning western medicine and the American health care system.



# FOOD FOR THOUGHT SERIES

Thrifted Plates, Acrylic Paint Markers

2025



Two thrifted plates that were then painted on with acrylic paint markers.

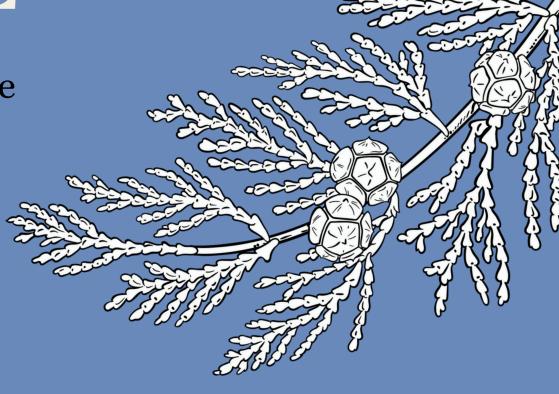
Both express the importance of community and education amid the rise of anti-intellectualism and government authoritarianism.



# GODDESS OF JUSTICE

Colored Pencils + Graphite 8.5" x 11"

2025



One of the first self-portraits I did of myself in a position of power rather than despair. Inspired by my astrological sign, Libra, and the mythical stories of women who brought about justice and equity.



# THANKYOUFORTAKINGTHE TIME TO GET TO KNOW ME



















WISHING YOU LOVE AND LAUGHTER IN YOUR FUTURE



# Public Works Agenda Item

***************************************	
Meeting Date:	December 9, 2025
Agenda Item:	Detention Basin dredging
Staff Contact (name, email, phone):	Brad Marquardt, bmarquardt@whitewater-wi.gov, 262-473-0139

### **BACKGROUND**

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

In 2025 the City dredged/cleaned up three detention basin areas. These included: Clay Street detention pond; Walton's East Gate Park detention pond; and, a biofiltration basin at the south end of Stonefield Lane.

In 2026, the plan is to dredge/clean up three more detention ponds. These include: Two ponds on the east side of Waters Edge Drive, roughly across from Amber Drive and Lake View Drive; and, the detention pond located at 151 E. Starin Road, located across from the Street Department garage.

In 2027, the plan is dredge and clean up the detention pond and dry basin in Meadowsweet Park located between Tratt Street, Foxglove Lane and Bloomingfield Drive; the detention pond east of E. Main Court; and the detention pond at 1201 Innovation Drive, located just west of the Innovation Center by the soccer fields.

In 2028, the plan is to dredge and clean up the detention pond located northwest of Pearson Court.

### PREVIOUS ACTIONS - COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

N/A

### FINANCIAL IMPACT

(If none, state N/A)

\$300,000 has been budgeted for 2026 and 2027 in the Stormwater Utility CIP for these projects.

### STAFF RECOMMENDATION

No recommendation is needed at this time.

### ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. N/A



# Public Works Agenda Item

***************************************	
Meeting Date:	December 9, 2025
Agenda Item:	HydroCorp Agreement
Staff Contact (name, email, phone):	Brad Marquardt, bmarquardt@whitewater-wi.gov, 262-473-0139

### **BACKGROUND**

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

The City entered into an Agreement with HydroCorp in January 2022 to perform initial cross connection inspections on non-residential facilities during the years of 2022 and 2023. It was estimated up to 688 initial inspections needed to be completed. In January 2024, the City entered into another Agreement with HydroCorp to do follow up inspections as required and any additional initial inspections. It was estimated that up to 386 inspections would be done during the years of 2024 and 2025. The City is again looking into entering an Agreement with HydroCorp for the years of 2026 and 2027 to do the necessary inspections. It is estimated that up to 326 inspections will be done. Reinspection of non-residential facilities depends on the use of the facility and can range from 2 years to 10 years.

### PREVIOUS ACTIONS - COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

This Agreement was not previously taken through Committee or Council.

### FINANCIAL IMPACT

(If none, state N/A)

For 2025, the cost is \$26,518.47. For 2026, the cost is \$27,579.60. Money is included in the Water Department budget to cover these costs.

### STAFF RECOMMENDATION

Staff recommends a motion to approve the Agreement and forward to Council for final action.

### ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. HydroCorp Renewal Agreement

# HYDROCORP.

# RENEWAL SERVICE AGREEMENT

### **DEVELOPED FOR**

Josh Hyndman
City Of Whitewater

308 North Fremont Street Whitewater, WI, 53190

11/17/2025

# PROTECTING PEOPLE, WATER, & CRITICAL PIPING INFRASTRUCTURE

For more than four decades, HydroCorp has been dedicated to advancing drinking water safety, compliance, and sustainability nationwide. Specializing in cross-connection control, backflow prevention, and detailed piping system schematics, HydroCorp integrates technology with deep industry expertise to streamline on-site activities, customer service, and data management.





Cross-Connection Control Programs



Backflow Preventer Test Tracking



Water Meter Replacement & Testing



**Piping Schematics** 



Water Quality
Management & Sampling



### **Corporate Office** 5700 Crooks Road, Suite 100 Troy, MI 48098

844-493-7646

info@hydrocorpinc.com

hydrocorpinc.com

SCOPE OF WORK	3-4
PROFESSIONAL SERVICE AGREEMENT	5-9
APPENDIX - OHALIFICATIONS	1.0

### Statement of Work

HydroCorp™ ("Company") will provide the following services to the City Of Whitewater ("Client"). This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the City Of Whitewater with the necessary data and information to maintain compliance with the Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater Cross Connection Control Regulations. Once this project has been approved and accepted by the City Of Whitewater and HydroCorp, you may expect completion of the following elements within a 24 month period. The continued components of the project include:

- 1.1. <u>Program Review and Program Start-up Meeting</u>. Company will conduct a Program Startup Meeting, if requested, for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:
  - Review state & local regulations
  - Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
  - Review/establish wording and timeliness for program notifications including:
    - Inspection Notice, Compliance Notice, Non-Compliance Notices 1-2, and Penalty Notices
    - Testing Notices 1,2, and 3, if applicable
  - Special Program Notices and Electronic use of notices/program information
  - Obtain updated facility listing, address information and existing program data from Utility.
  - Prioritize Inspections (Utility owned buildings, schools, high hazard facilities, special circumstances.)
  - Review/establish procedure for vacant facilities.
  - Establish facility inspection schedule.
  - Review/establish procedures and protocols for addressing specific hazards.
  - Review/establish high-hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
  - Review/establish program reporting procedures including electronic reporting tools, educational and public awareness brochures
- 1.2. <u>Inspections</u>. Company will perform Non-Residential Interior initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with the Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater Cross Connection Control Rules.
- 1.3. <u>Inspection Schedule</u>. Company shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Client Contract Manager. The initial check-in will include a list of inspections scheduled. An exit interview will include a list of completed inspections.
- 1.4. <u>Program Data</u>. Company will generate and document the required program data for the Facility Types listed in the Services using the Company's Software Data Management Program Data shall remain property of Client; however, Company's Software Data Management program shall remain the property of Company. View only and report capabilities are granted to Client. Additional Services include:
  - (a) Prioritize and schedule inspections
  - (b) Notify users of inspections and backflow device installation/testing requirements, if applicable
    - If applicable, Qualified Wisconsin Backflow Preventer Testers will register via HydroCorp Managed Software and be verified for current credentials prior to online test forms being accepted. Credential shall be maintained in HydroCorp Software and updated by HydroCorp staff.
    - ii. All testers are required to register & process results online
    - iii. Company does not accept test forms via fax, mail, or email from testers, water customers, or client
  - (c) Monitor inspection compliance using Company's online software management program
  - (d) Maintain the program to comply with all Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater regulations
  - (e) Provide data management and program notices for all inspection and testing (if applicable) services throughout the term
- 1.5. Account Listing Information. Client shall provide the following information to Company during initial onboarding. Company will accept updates via standard account template no more often than once per month. Any development work to enter facility listing in Company database will be charged at the rate of \$80.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested. Information to include:
  - (a) Account Listing: City Of Whitewater to provide accurate account listing of active non-residential water customers with and without known backflow preventer assemblies.
  - (b) Account Listing Format: Account listing to be provided in Excel format only; Required Account Information: Service Name, Service Street Address, Service City, Service State, Service Zip, Mailing Name, Mailing Street Address, Mailing City, Mailing State, Mailing Zip.
  - (c) Required Device Information: Last Test Date, size, make, model, and serial number (if applicable)
    - i. All previous test data must be provided in excel format. Company will not accept paper tests for upload.

Item 6.

- Cross Connection Control Plan and Review of Cross-Connection Control Ordinance. Company will review and/or comprehensive cross-connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of Client. Company will review or assist in the development of a cross-connection control ordinance.
- Public Relations Program. Company will assist Client with a community-wide public relations program, including general awareness brochures and website cross-connection control program content. The utility/city will provide HydroCorp with an electronic copy of the utility logo or utility letterhead and all envelops for the mailing of all official program correspondence only (300 dpi in either .eps, or other highquality image format).
  - 1.8. Support. Company will provide ongoing support via phone, website, or email for the Term.
- Facility Types. The facility types included in the program are as follows: industrial; institutional; commercial; miscellaneous water 1.9. users; and multifamily. Large industrial and high-hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. Company typically allows a maximum of up to three (3) hours of inspection time per facility. An independent cross-connection control survey (at the business owner's expense) may be required at these larger/complex facilities, and the results submitted to Client to help verify program compliance.
- 1.10. Inspection Terms. Company will perform a maximum of 326.00 inspections over the Term. The total inspections include all initial inspections, compliance, and re-inspections. Additional Inspections above the contract terms will be billed separately at a rate of \$165.95. Company Personnel will not enter confined spaces. Vacant facilities that have been provided to Company, scheduled no show, or refusal of inspection will count as an inspection/site visit for purposes of the contract.
- Compliance with Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater . Company will assist in compliance with Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater cross-connection control program requirements for all commercial, industrial, institutional, residential, multifamily, and public authority facilities.
- Inventory. Company shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model, and serial number (if applicable).
- Annual Year-End Review. Company will conduct an annual or year-end review meeting to discuss the overall program status and specific program recommendations.
- Vacuum Breakers. HydroCorp will provide up to six (6) ASSE-approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.

The above services will be provided for:

Year	Monthly Amount	Annual Amount
Year 1	\$2,209.86	\$26,518.47
Year 2	\$2,298.29	\$27,579.60
Contract Total		\$54,098.07

Contract Amount is based upon a 24 Months term and shall renew in 12-month increments after term unless written cancellation by either party received at least 60 days prior to renewal. HydroCorp will invoice in Monthly Amounts. Pricing is valid for 90 days from the date of the proposal.

### **SIGNATURES**

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date of 1/1/2026.

City Of Whitewater	HydroCorp	
	12ml	
By:	By: Paul M. Patterson	
Title:	Its: Senior Vice President	

# HYDROCORP, LLC TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

- Applicability. These terms and conditions (these "Terms") are the only terms which govern the provision of the professional services ("Services") by HydroCorp, LLC, a Michigan limited liability company ("Company") to the customer named on the attached statement of work, order form, proposal, or purchase order ("Client", and together with Company the "Parties" and each individually a "Party"). The attached statement of work, order form, proposal, or purchase order (the "Proposal") and these Terms (collectively, this "Agreement") comprise the entire agreement between the Parties, and supersede all prior or contemporaneous understandings, agreements, representations and warranties, and communications, both written and oral. The Proposal is limited to and conditional upon Client's acceptance of these Terms exclusively. Any additional or different terms proposed by Client, whether in the Proposal or otherwise, are unacceptable to Company, are expressly rejected by Company, and will not become a part of the Proposal.
- 2. <u>Performance of Services; Company Obligations</u>. Company shall provide to Client the Services described and in accordance with the terms and conditions set forth in this Agreement. Additional Services may be added only by executing a new Proposal. Company shall provide Client with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only.
- Client Obligations. Client shall: (a) designate one of its 3. employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "Client Contract Manager"), with such designation to remain in force unless and until a successor Client Contract Manager is appointed; (b) require that the Client Contract Manager respond promptly to any reasonable requests from Company for instructions, information, or approvals required by Company to provide the Services; (c) cooperate with Company in its performance of the Services and provide access to Client's premises, employees, contractors, and equipment as required to enable Company to provide the Services; (d) take all steps necessary, including obtaining any required licenses or consents, to prevent Client-caused delays in Company's provision of the Services; (e) comply with all responsibilities listed on the Proposal in connection with Company's provision of the Services.
- Fees and Expenses. In consideration of the provision of the Services by Company and the rights granted to Client under this Agreement, Client shall pay the fees set out in the applicable Proposal. Payment to Company of such fees and the reimbursement of expenses pursuant to this Section 4 shall constitute payment in full for the performance of the Services. Unless otherwise provided in the applicable Proposal, all payments shall be due and payable within thirty (30) days of the date set forth on an invoice. Client shall reimburse Company for all reasonable expenses incurred in accordance with the Proposal if such expenses have been pre-approved, in writing by the Client Contract Manager, within thirty (30) days of receipt by Client of an invoice from Company accompanied by receipts and reasonable supporting documentation. Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder; and to the extent Company is required to pay any such sales, use, excise, or other taxes or other duties or charges, Client shall reimburse Company in connection with its payment of fees and expenses as set forth in this Section 4. Notwithstanding the previous sentence, in no event shall Client pay or be responsible for any taxes imposed on, or regarding, Company's income, revenues, gross receipts, personnel, or real or personal property or other assets.
- Intellectual Property; Ownership.

- Except as set forth in Section 5(c), Client is, and shall be, the sole and exclusive owner of all right, title, and interest in and to the Deliverables (as defined herein) upon full payment of any fees owed to Company, including all Intellectual Property Rights (as defined herein) therein. Company agrees, and will cause its employees or contractors (the "Company Representatives") to agree, that with respect to any Deliverables that may qualify as "work made for hire" as defined in 17 U.S.C. § 101, such Deliverables are hereby deemed a "work made for hire" for Client. To the extent that any of the Deliverables do not constitute a "work made for hire", Company hereby irrevocably assigns, and shall cause the Company Representatives to irrevocably assign to Client, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. Company shall cause the Company Representatives to irrevocably waive, to the extent permitted by applicable law, any and all claims such Company Representatives may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to the Deliverables. As used herein: (a) "Deliverables" mean all documents, work product, and other materials that are delivered to Client hereunder or prepared by or on behalf of Company in the course of performing the Services; and (b) "Intellectual Property Rights" means all (i) patents, patent disclosures, and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works (including computer programs), and rights in data and databases, (iv) trade secrets, know-how, and other confidential information, and (v) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.
- (b) Upon Client's reasonable request, Company shall, and shall cause the Company Representatives to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Client to prosecute, register, perfect, or record its rights in or to any Deliverables.
- Company and its licensors are, and shall remain, the (c) sole and exclusive owners of all right, title, and interest in and to the Pre-Existing Materials (as defined herein), including all Intellectual Property Rights therein. Company hereby grants Client a limited, irrevocable, perpetual, fully paid-up, royalty-free, non-transferable, nonsublicenseable, worldwide license to use, perform, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell, and otherwise exploit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables solely to the extent reasonably required in connection with Client's receipt or use of the Services and Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Company. As used herein, "Pre-Existing Materials" means all documents, data, know-how, methodologies, software, and other materials, including computer programs, reports, and specifications, provided by or used by Company in connection with performing the Services, in each case developed or acquired by Company prior to the commencement or independently of this Agreement.
- (d) Client and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to the Client Materials (as defined herein), including all Intellectual Property Rights therein. Company shall have no right or license to use any Client Materials except solely during the Term to the extent necessary to provide the Services to Client. All other rights in and to the Client Materials are expressly reserved by Client. As used herein, "Client Materials" means any documents, data, know-how, methodologies, software, and other materials provided to Company by Client.

### Access to Company's Software Data Management Program; Management Reports.

- (a) Subject to the terms and conditions in this <u>Section 6</u>, Client may, at Client's option, elect to access and use Company's Software Data Management Program (the "**Software**") during the Term. Company will generate and document the required program data for the facility types listed in the Proposal using the Software. Any Client Materials inserted into the Software by or on behalf of Client, or any Deliverables produced as a result of the Software, shall remain property of Client; however, the Software shall remain the property of HydroCorp.
- (b) Client agrees to not (i) copy, modify, or create derivative works of the Software, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software; (iii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive the source code of the Software, in whole or in part; (iv) remove any proprietary notices from the Software; or (v) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rights of Company.
- (c) Client acknowledges that, as between Client and Company, Company owns all right, title and interest, including all intellectual property rights in and to the Software and any derivative works thereof, including all changes, modification, improvements, updates, version, and new releases or any information or data generated by the Software.
- Company warrants as of the date of the Proposal, the Software is in functioning condition and is not delivered with viruses or malicious code. EXCEPT FOR THE WARRANTY SET FORTH ABOVE, THE SOFTWARE IS PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY MAKES NO WARRANTY (i) THAT CLIENT'S USE OF THE SOFTWARE WILL MEET CLIENT'S REQUIREMENTS, BE ACCURATE, OR BE ERROR FREE, (ii) THAT THE SOFTWARE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (iii) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; (iv) THAT CLIENT MAY RELY ON THE SOFTWARE FOR COMPLIANCE WITH ANY STATUTORY OR REGULATORY REQUIREMENTS AND/OR REPORTING OBLIGATIONS; OR (v) THAT THE SOFTWARE WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION.
- (e) Comprehensive management reports in electronic, downloadable format on a, as applicable to Client, monthly, quarterly, and/or annual basis shall be available for access by Client. Reports to include the following information: (i) name, location, and date of inspections; (ii) number of facilities inspected/surveyed; and (iii) number of facilities compliant/non-compliant.
- Confidentiality. From time to time during the Term, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party"), non-public, proprietary, and confidential information of Disclosing Party, whether disclosed in writing or orally, and whether or not labeled as "confidential" ("Confidential Information"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 7; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source that was not legally or contractually restricted from disclosing such information; (c) the Receiving Party establishes by documentary evidence, was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) the Receiving Party establishes by documentary evidence, was or is independently developed by Receiving Party or its personnel without using any of the Disclosing Party's Confidential Information. The Receiving Party shall: (i) protect and safeguard the confidentiality of the Disclosing Party's Confidential

Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Representatives (as hereinafter defined) who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide: (A) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (B) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the Receiving Party remains required by applicable law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment. As used herein, "Representatives" mean a Party's affiliates and each of their respective employees, agents, contractors, subcontractors, officers, directors, partners, shareholders, attorneys, third-party advisors, successors and permitted assigns.

- 8. <u>Indemnification</u>: Client shall defend, indemnify, and hold harmless Company and its affiliates and its and their respective members, managers, officers, directors, employees, agents, successors, and permitted assigns from and against all Losses (as defined herein) arising out of or resulting from any third-party claim arising out of or resulting from: (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of Client; or (b) Client's breach of any representation, warranty, or obligation of Client in this Agreement. As used herein, "Losses" mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.
- 9. Representations and Warranties. Each Party represents and warrants to the other Party that: (a) if an entity, it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering, or, if a municipal agency, it has the authority under the laws of its state of jurisdiction; (b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Party; and (d) when executed and delivered by such Party, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

### Limited Warranty.

(a) Company warrants that it shall perform the Services: (i) in accordance with the terms and subject to the conditions set out in the respective Proposal and this Agreement; (ii) using personnel of industry standard skill, experience, and qualifications; and (iii) in a timely,

workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

- (b) Company's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty shall be as follows:

  i. Company shall use commercially reasonable efforts to promptly cure any such breach; provided, that if Company cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client's written notice of such breach, Client may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 12.
- ii. In the event the Agreement is terminated pursuant to Section 10(b)(i) above, Company shall within thirty (30) days after the effective date of termination, refund to Client any fees paid by Client as of the date of termination for the Service or Deliverables, less a deduction equal to the fees for receipt or use of such Deliverables or Service up to and including the date of termination on a pro-rated basis.
- iii. The foregoing remedy shall not be available unless Client provides written notice of such breach within thirty (30) days after delivery of such Service or Deliverable to Client.
- iv. COMPANY MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN <u>SECTION 10(a)</u> ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.
- 11. Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO COMPANY PURSUANT TO THE APPLICABLE PROPOSAL GIVING RISE TO THE CLAIM.
- Term and Termination. This Agreement shall commence on the effective date of the Proposal and shall continue thereafter (a) for the term set forth in the Proposal or (b) if the term is silent, until the Services are completed by Company, unless, in either case, earlier terminated by either Party as set forth herein (the "Term"). Upon commencement of each Proposal, Client acknowledges and agrees that the fees owed by Client to Company shall be subject to an annual increase equal to the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted, 1982-1984=100 reference base, as of such annual fee increase date, or 4%, whichever is greater. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party: (i) breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; (ii) becomes insolvent or admits its inability to pay its debts generally as they become due; (iii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (iv) is dissolved or liquidated or takes any corporate action for such purpose; (v) makes a general assignment for the benefit of creditors; or (vi) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. Termination of this Agreement will not automatically terminate any outstanding Proposal, and the applicable

Proposal shall continue in full force and effect until (A) completion of the Services set forth in the applicable outstanding Proposal (B) termination of the applicable Proposal pursuant to additional terms set forth therein, or (C) termination of the Proposal by the non-Defaulting Party.

### Insurance.

- (a) During the term of this Agreement, Client shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, commercial general liability on an all-risk basis and including extended coverage for matters set forth in this Agreement with financially sound and reputable insurers. Upon Company's request, Client shall provide Company with a certificate of insurance from Client's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Company as an additional insured. Client shall provide Company with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy. Except where prohibited by law, Client shall require its insurer to waive all rights of subrogation against Company's insurers and Company.
- During the term of this Agreement, Company shall, at its own expense, maintain and carry the following types of insurance: (i) Comprehensive General Liability with limits no less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; (ii) Excess Umbrella Liability with limits no less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate; (iii) Automobile Liability with limits no less than one million dollars (\$1,000,000), combined single limit; (iv) Worker's Compensation with limits no less than one million dollars (\$1,000,000) per occurrence; and (v) Errors and Omissions Liability with limits no less than two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. Upon Client's request, Company shall provide Client with a certificate of insurance from Company's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance for the Comprehensive General Liability policy shall name Client as an additional insured. Company shall provide Client with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy.
- 14. <u>Entire Agreement</u>. This Agreement, including and together with any related Proposals, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.
- 15. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") must be in writing and addressed to the other Party at its address set forth on the Proposal (or to such other address that the receiving Party may designate from time to time in accordance with this Section 15). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 15.
- 16. <u>Severability</u>. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 17. <u>Waiver</u>. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and

signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

- 18. Assignment; Successors and Assigns. Client shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Company. Any purported assignment or delegation in violation of this Section 18 shall be null and void. No assignment or delegation shall relieve Client of any of its obligations under this Agreement. Company may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Company's assets without Client's consent. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.
- 19. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Company be under its own control, Client being interested only in the results thereof. Company shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet Client's final approval and shall be subject to Client's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.
- 20. <u>No Third-Party Beneficiaries</u>. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- 21. <u>Choice of Law.</u> This Agreement and all related documents including all exhibits attached hereto and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State in which Client's principal place of business in located, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State in which Client's principal place of business in located.

- 22. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.
- Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Client to make payments to Company hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, pandemics, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages, or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted, Party's failure or delay remains uncured for a period of fifteen (15) days following written notice given by it under this Section 23, the other Party may thereafter terminate this Agreement upon fifteen (15) days' written notice.
- 24. <u>Publicity</u>. Unless the a Party provides the other Party with written notice to the contrary or of any reasonable restrictions or requirements, such Party acknowledges and agrees that the other Party shall have the right to use such Party's name, likeness, and logos in any digital, online, and printed publicity or marketing materials prepared by the other Party and in presentations to current or prospective clients and others.

Item 6.

# **Appendix**

### **Specific Qualifications & Experience**

**HydroCorp™** is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the <u>main</u> core and <u>focus</u> of our business. We are committed to providing water utilities and local communities with a cost-effective and professionally managed cross-connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 110,000 Cross Connection Control Inspections annually.
- HydroCorp tracks and manages over 135,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs
  affordable. We have a detailed system and process that each of our field inspectors follow in order to meet productivity and
  quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the
  communities we serve. We teach and train <u>customer service</u> skills in addition to the technical skills since our team members
  act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross
  Connection Control Programs: UF TREEO, UW-Madison, and USC Foundation for Cross Connection Control and Hydraulic
  Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp
  recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with
  our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the
  needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a
  professional, timely, and courteous manner. Our administrative staff can answer most technical calls related to the crossconnection control program and have attended basic cross-connection control training classes.
- HydroCorp currently serves over 550 communities in Michigan, Wisconsin, Minnesota, Maryland, Delaware, Virginia, California, Idaho, Utah & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars, and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.

City of
WHITEWATER

# Public Works Agenda Item

VVIIII D WITH DR	
Meeting Date:	December 9, 2025
Agenda Item:	Left turn arrows at Main and Franklin
Staff Contact (name, email, phone):	Brad Marquardt, bmarquardt@whitewater-wi.gov, 262-473-0139

### **BACKGROUND**

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

The City received a request to look into left turn arrows on Main Street at Franklin Street. A traffic study could be performed to see if left arrows are warranted. The traffic study would involve 2-hour AM and PM peak traffic counts. A traffic model would then be built to run simulated traffic to determine Level of Service and backups for left turning vehicles. This model is based upon a snapshot in time of traffic.

Another option is to proceed with the installation of the left turn arrows and set them up to function with "3<sup>rd</sup> vehicle detection". The detection would be set approximately 60 to 70 feet from the stop bar and the left turn arrow would only be triggered if there were three vehicles or one semi-truck waiting to turn. This set up is similar to the left turn arrow for west bound Main Street at Elizabeth Street and east bound Main Street at Tratt Street.

The signals have operated in their current condition since W Main Street was reconstructed in 1997.

### PREVIOUS ACTIONS - COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

N/A

### FINANCIAL IMPACT

(If none, state N/A)

The estimated cost of a traffic study is around \$3,500. The estimated cost to incorporate left turn arrows into the Main Street/Franklin Street intersection project is \$5,300. The construction cost to install the necessary equipment for the left turn arrows is being computed and will be provided at the meeting.

### STAFF RECOMMENDATION

With the south leg of the intersection being reconfigured, now would be the time to include left turn arrows, if they are ever going to go in. With the "3<sup>rd</sup> vehicle detection" they would only be activated when needed. Staff's recommendation would be to forego the traffic study and install the left turn arrows as part of the Franklin Street and Main Street intersection project.

### ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. N/A