



FINANCE COMMITTEE MEETING AGENDA

MONDAY, APRIL 27, 2026 AT 5:15 PM

MUNICIPAL BUILDING COUNCIL CHAMBERS – 106 JONES STREET, WATERTOWN, WI 53094

1. CALL TO ORDER

2. REVIEW AND APPROVE MINUTES

A. Finance Committee minutes from April 13, 2026

3. OPENING FOR PUBLIC COMMENT

Each individual who would like to address the Committee will be permitted up to three minutes for their comments on agenda items only

4. BUSINESS

A. Review and discuss: Police and Fire Overtime

B. Discuss and take action: Approve recommendation of Sr. Center elevator upgrade

C. Review and take action: Dodge County boat - transfer of ownership

D. Review and take action: Townships (Shields, Emmet) Intergovernmental Agreements for Sharing of Fire Records

5. ADJOURNMENT

Persons requiring other reasonable accommodations for any of the above meetings, may contact the office of the City Clerk at cityclerk@watertownwi.gov phone 920-262-4000

A quorum of any City of Watertown Council, Committee, Board, Commission, or other body, may be present at this meeting for observing and gathering of information only



FINANCE COMMITTEE MEETING MINUTES

MONDAY, APRIL 13, 2026, AT 5:30 PM

MUNICIPAL BUILDING COUNCIL CHAMBERS, 106 JONES STREET, WATERTOWN, WI 53094

Finance Committee members present: Mayor Stocks, Alderpersons Berg, Davis, Smith

Others present: Finance Director Stevens, Fire Chief Reynen, Police Chief Brower, Lisa Schwartz, Attorney Panagopoulos (video)

1. Mayor Stocks called the meeting to order at 5:3 p.m.
2. The Finance Committee minutes from March 23 were presented. Ald. Berg moved, seconded by Ald. Davis, to approve. Unanimously approved.
3. A request was made to request approval for the addition to the pay table for the position of **Facilities Maintenance Technician at City Hall**. The departure of an employee prompted a review of the job duties and a submission to McGrath Consulting. Ald. Smith made the motion, seconded by Ald. Berg, to authorize to an addition to the pay table at Grade 130. Unanimously approved.
4. Mr. Stevens presented the request to contract with **Baker Tilly for auditing services** for 2025–2029. He explained that the firm continues to provide valuable historical context to the City's financial practices, and that a staffing vacancy left insufficient capacity to issue and review an RFP. Ald. Davis moved to approve the agreement, seconded by Ald. Smith. The motion passed 3–1 (Berg). Ald. Berg requested that an RFP be pursued during the next bidding cycle.
5. Competitive bids were received for the **City Hall boiler plant replacement**. It is recommended that the Finance Committee recommend that the City execute a contract with Butters-Fetig as the lowest responsible bid in the amount of \$412,000. Moved by Ald. Davis, seconded by Ald. Smith, and unanimously approved.
6. Ald. Berg moved, seconded by Ald. Davis, to enter **closed session** per 19.85(1)(c) considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility" (**R.S.**). Unanimously approved through roll call vote.
7. After reconvening into open session, Ald. Davis moved, seconded by Ald. Berg, to approve the **hiring of Ryan Schmidt for Park, Rec, and Forestry Director** at G/S 170A. Approved unanimously.
8. Ald. Davis moved, seconded by Ald. Smith, to enter **closed session** per 19.85(1)(c) considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility" (**2026 Compression Pay Methodology and Payments**). Unanimously approved through roll call vote.
9. After reconvening into open session, no action was taken on 2026 compression payments. Ald. Davis moved, supported by Ald. Smith, to have the City Attorney and Finance Director revise the **compression policy** in a future Finance Committee meeting. Approved unanimously.
10. Ald. Davis, seconded by Ald. Berg, moved to adjourn the Finance Committee at 7:40 p.m., and was carried by unanimous voice vote.

Respectfully submitted,
Mark Stevens, Finance Director

Note: These minutes are uncorrected, and any corrections made thereto will be noted in the proceedings at which these minutes are approved.

To: Finance Committee
 From: Ryan Thurow
 Date: April 27, 2026
 RE: Senior Center Elevator Modernization

The Senior Center’s elevator is routinely inspected and has a service contract with Schindler Elevator Corporation. Schindler has identified mechanical and electrical modernizations that are required to continue to keep the elevator functional. Many of the components are out of date without replacement parts. This modernization is to upgrade the elevator components and to keep it safe and functional for all Senior Center visitors. The City has established an ongoing relationship with Schindler, and they have also provided the lowest bid at \$103,548. The approved 2026 budget for the Senior Center improvements is \$105,000.

Senior Center Elevator Modernization Bid Results	
Contractor	Base Bid
Schindler Elevator Corporation	\$103,548
Schumacher Elevator	\$109,491
Otis Elevator Company	\$119,264

Request:

To recommend to Council that Schindler Elevator Corporation be awarded a contract for \$103,548.00 as the lowest responsible bid.

**RESOLUTION TO
AUTHORIZE THE EXECUTION OF A CONTRACT FOR
SENIOR CENTER ELEVATOR MODERNIZATION**

**SPONSOR: MAYOR STOCKS
FROM: FINANCE COMMITTEE**

WHEREAS, the Senior Center requires a functional elevator for handicap accessibility and Senior Center activities; and,

WHEREAS, the elevator components are outdated and need mechanical and electrical upgrades to function per code; and,

WHEREAS, three proposals were received and reviewed by the Parks Supervisor, and Schindler Elevator Corporation submitted the lowest responsible bid in the amount of \$103,548 [Others: \$109,491 and \$119,264];

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE
CITY OF WATERTOWN, WISCONSIN:**

That the proper City Officials are hereby authorized to execute a contract with Schindler Elevator Corporation in accordance with the specifications contained in the bid document and the bid submitted.

That this Resolution shall be in full force and effect upon its passage and adoption.

	YES	NO
DAVIS		
LAMPE		
BERG		
NITECKI		
BLANKE		
SMITH		
ARNETT		
HAASE		
MOLDENHAUER		
MAYOR STOCKS		
TOTAL		

ADOPTED April 27, 2026

CITY CLERK

APPROVED April 27, 2026

MAYOR



Schindler



Schindler



514 S 1st ST , 53094 watertown
Modernization Proposal

We Elevate



Schindler



Schindler



Schindler

Schindler Elevator Corporation

Mar 9, 2026, 3:53:26 PM

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RE: Elevator Modernization Proposal

514 S 1st ST , 53094 watertown

514 S 1st ST

watertown WI 53094

Quotation 0400711478

Dear Customer,

Schindler Elevator Corporation is very grateful for the opportunity to provide you with our proposal to modernize the elevator system at 514 S 1st ST , 53094 watertown . Schindler is an industry leader in vertical transportation systems with 140 years of experience and over 60,000 employees globally. As our customer, you can be certain the new elevator system will incorporate state of the art technology with the support and expertise to ensure reliable and safe operation for the life of your elevator equipment.

Schindler is proud to be the worldwide leader in escalators and the second largest installer of elevators globally. We move over one billion people per day on Schindler elevators and escalators. We are proposing Schindler's Elevator system for your property. This system's benefits are detailed in the following proposal.

Safety is the top priority for Schindler in everything we do. You can be assured Schindler provides products that meet the most stringent safety requirements in the industry. Our employee and public safety programs are of utmost importance and are non-negotiable items for each and every Schindler employee.

Our sustainability over the past 140 years is a result of our commitment to customer service, innovation and service excellence. Schindler Ahead, our predictive analytics platform, which is now available with each Schindler controller, is our continued commitment to leadership in innovation and customer service.

We thank you, again, for this opportunity and we look forward to discussing our proposal with you at your earliest convenience. You can reach me on my phone at .

Best regards,

Adrian Serafico

Schindler Elevator Corporation

20 Whippany Road

P.O. Box 1935

Morristown, NJ 07962-1935

Tel. 973 397 6500

Fax 973 397 6485

www.schindler.com

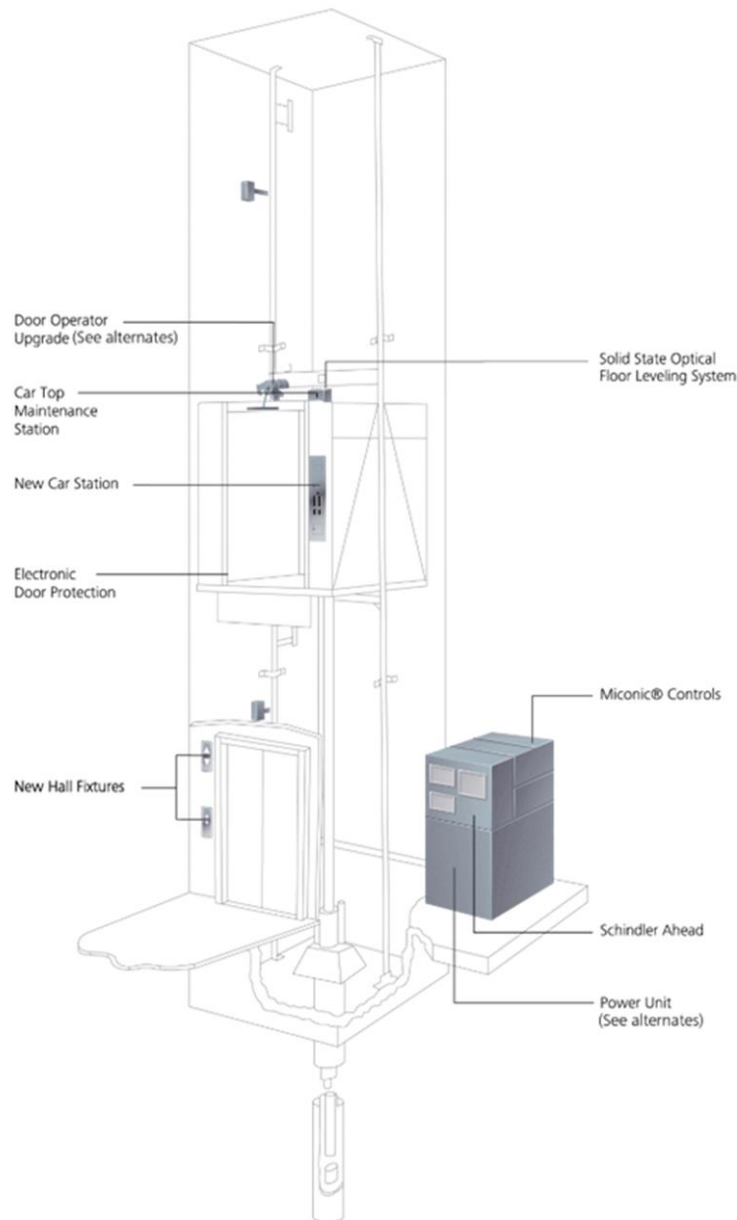


Schindler



Schindler

What does this all mean?



Hydro Package will provide:

Enhanced performance and reliability

Ensures a higher level of passenger satisfaction with a smoother riding experience.

Greater sustainability and efficiency

Delivers cutting-edge technologies to significantly reduce energy consumption and costs.

Improved safety and code compliance

Employs the latest equipment designs with advanced safety features.



Schindler

Safety & Reliability

Leveling accuracy within 1/8 inch of floor landing.

Speed and unintended movement detection inhibiting the elevator motion when out of code allowable limits.

Closed loop door controls ensuring safe and smooth door operation within code limits.

Control & Drive

Market leader hydraulic package in North America for over 15 years. Parts support and technical expertise can be assured for many years into the future.

Soft Start Kit reduces power surge and power consumption. Hush Kit reduces sound level from power unit.

Fixtures

Durable vandal resistant, aesthetically pleasing fixtures with LCD displays.

Door Operation

Minimal moving parts mean higher reliability and less maintenance.

No lubrication means less problems due to dust and lint accumulation.

Less moving parts and closed loop feedback equal smoother and quieter performance.

Robust motor design means our system will perform to standards under all door conditions.

Schindler Ahead

All units equipped with Schindler Ahead advanced diagnostics. Diagnoses problems quicker with predictive maintenance platform. Action Board mobile reporting for the customer.

Digital Alarm available to replace more expensive 24-hour emergency monitoring services.





Service & Maintenance

Global Resources, Local Services

Your property will be maintained by the most highly trained men and women in the industry, who are armed with leading-edge technology and a culture of service excellence.

Global support

As a global enterprise, Schindler service technicians are at work in more than 140 countries on five continents. A substantial research and development effort support their continued effectiveness, bringing new safety and performance innovations to market. Employing best practices in manufacturing helps to ensure Schindler technicians are servicing the industry's highest quality systems.

National support

If an elevator needs unscheduled service, customers across the country simply call the Schindler Customer Service Network. The technician receives a message on FieldLink from the customer service representative, is alerted to the problem and responds with an estimated time of arrival. This information is immediately relayed to the customer. When systems are equipped with Schindler Remote Monitoring™, technicians can be dispatched to the site to address subtle changes in performance, often before a problem ever develops.

At the national level, Schindler also has product line, service and modernization engineers who coordinate their efforts to help ensure that the reliability built into Schindler's equipment is maintained through every stage of an elevator's life cycle. Their knowledge is shared with the technicians at the Center for Service Excellence that provides training, technical expertise and sales support in all areas of maintenance and repair for elevators, escalators and moving walks. As a pioneer in dedicated service for all brands of vertical transportation equipment, Schindler expertise is unmatched. The Center for Service Excellence is the premier service support center in the industry.

Regional support

Schindler's Region Operation will continue to support the local organization. When unusual or complex situations arise, the Schindler service technicians can reach out to their regional service operations manager, field engineers and subject experts, who are always ready to provide in-depth technical assistance. They can support the technician with decades of maintenance experience covering all types of systems and brands of equipment.

Local Support

Every Schindler service technician is equipped with FieldLink™ a fully functional handheld PC, cell phone, dispatch device, troubleshooting tool, parts database and service manual all rolled into one. This amazing device gives technicians immediate access to the complete service history, special needs and repair routines for every piece of equipment they maintain. With the aid of an advanced interactive software program called OSCAR, technicians can quickly identify the most likely source of the problem and fix it right the first time. If necessary, they can even order parts right from the job site or request advanced technical support from a field superintendent and local adjuster.





Schindler

Safety Program

Our First Priority

With U.S. headquarters in Morristown, New Jersey, and Canadian headquarters in Toronto, Ontario, Schindler Elevator Corporation is the North American operating entity of the Switzerland-based Schindler Group.

Schindler is one of the leading global manufacturers of elevators, escalators and moving walks. Schindler employs over 5,000 people in more than 250 locations in North America.

Founded in 1874 in Lucerne, Switzerland, by precision engineer Robert Schindler, it is a closely held company and is listed on the Swiss stock exchange.

Schindler manufactures, installs, maintains and modernizes mobility solutions for almost every type of building requirement worldwide. The company specializes in latest-technology engineering, as well as mechanical and micro-technology products designed and rigorously tested for comfort, efficiency and reliability.

Schindler products can be found in many well-known buildings throughout North America, including office buildings, airports, shopping centers/retail establishments and specialty buildings.

1 Billion



People moved every day



1874

Founded



100+
Countries

1'000+
Branch Offices

>59'000

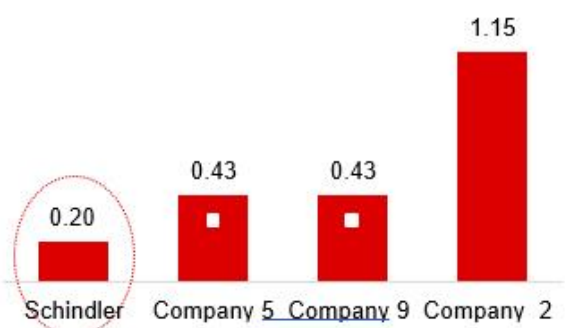


Schindler People



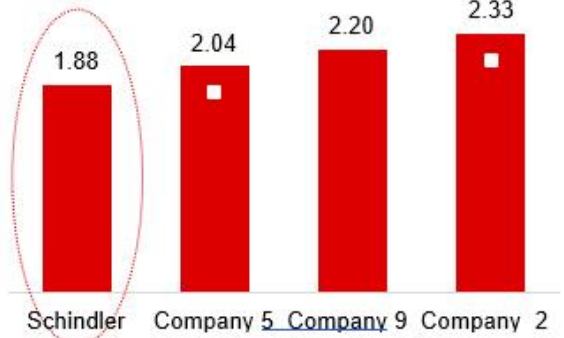
NEII Safety Statistics Lost Time Incidence Rate

Lost Time Rate



NEII Safety Statistics Total Recordable Rate

OSHA Rate



■ Worker Fatality

■ Worker Fatality


Schindler
Project Scope - 514 S 1st ST , 53094 watertown

Unit Number	01	Capacity	2500
Type	HX	Speed	100
Jack Type	undefined	# of stops	2
		# of openings	Front: 2

Description of Work	Type	Option
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Machine Room

Control and Power Unit (Control, Power Unit, Valve, Pump, Pump Motor, Muffler, HFI, CFI, Hush Kit)	HX Controller + Power Unit	NEW
Controller		NA
Power Unit		NA
Power Unit Coil		NA
Schindler Ahead		NEW

Governor

Governor		NA
Governor - Ropes		NA
Building Emergency Power Interface		NA
Battery Lowering		NEW
Code Blue		NA
Oil Cooling Unit		NA
Oil Feed Line	Oil Feedline - 2" (New Victaulic)	NEW
Tank Heater		REUSE
Rupture Valve		NA
Machine Room Wiring		NEW

Door Operator

Door Operator - Package: Front	GAL MOVFR II - 1SSO	NEW
Door Operator : Rear		NA
Clutch: Front		Included
Clutch: Rear		NA
Door Restrictors		NA
Door Gibs		NEW
Door Fire Tabs		NEW
Electronic Door Detector: Front	Cedes Minimax 159 Light Curtain	NEW
Electronic Door Detector: Rear		NA

Hoistway Door Equipment

Door Tracks		NA
Door Hangers		REUSE
Pickup Assemblies	GAL - 1SSO / 2SSO	NEW
Spirators		NA
Sill Closers		REUSE
Door Interlocks	GAL - 1SSO / 2SSO	NEW



Schindler

Car and Hall Fixtures

Code Compliant Main COP	QPAC (Includes COP Wiring Kit)	NEW
Code Compliant Aux COP		NA
Car PI	QPAC - In COP	NEW
Car Lantern	QPAC - Car Lantern	NEW
Hall Lantern		NA
Hall Position Indicator		NA
Access Switch	QPAC - Top & Bottom Jamb	NEW
Hall Pushbutton Station	QPAC - Surface	NEW
Fixture Finish	#4 STAINLESS STEEL	

Car and Hoistway

Hoistway Wiring	Traveling Cable + Hoistway Wiring	NEW
Car Top Inspection Station and Work Light	HX	NEW
Car Top Railing		NA
Cab Fan		NEW
Car Door: Front		REUSE
Car Door: Rear		NA
Governor Tension Sheave		NA
Car Roller Guides		REUSE
Car Safeties		NA
Spring Buffers		REUSE
Car Rails		REUSE
Hoist Ropes and Shackles		NA
Car Top Sheave		NA
Cab Interior		REUSE
Cab Allowance	NA	NA
Jack Assembly		REUSE
Packing		REUSE

All other systems and components not noted above will be reused and integrated into the new elevator system.



Schindler Ahead

Your Schindler Modernization package comes enabled with Schindler Ahead. The **Schindler Ahead Hardware** provides remote connectivity to your equipment and will automatically notify us if any connected component or function is operating outside established parameters. When appropriate, we will communicate with you to schedule service calls.

Monitoring will be performed 24/7 and will automatically communicate with our Customer Service Network using dedicated wireless cellular technology. Schindler will make every reasonable effort to maintain wireless connectivity.

Schindler Ahead has three service tiers to fit your individual needs. The tiers are Connect, Enhanced, and Premium. As part of your service agreement, Schindler includes the Enhanced Package upon completion and turnover of the last unit with details as noted herein. This cost is broken out as part of the total monthly maintenance cost of your service agreement.

Connect – Schindler's Connect package provides wireless cellular communication from your equipment's controller to Schindler's data network. This allows the Schindler Cube to be connected to your equipment 24/7. Connect also provides access to the basic features of ActionBoard and ActionBoard Mobile, giving you real time information on your equipment.



Enhanced – The Enhanced Package includes the features of Connect, plus access to Schindler's Elevated Support Professional (ESP) Team. This team analyzes information gathered by Schindler Ahead, which improves the reliability of your equipment and improves the response time. The ESP Team can alert you when a shutdown is detected, helps confirm issues remotely, and provides real-time ETAs for technicians en route. With these enhanced diagnostics, we can guarantee that you will not be charged for Running on Arrival calls. Under the "No Running on Arrival Guarantee," Schindler will fully cover the cost of any callback related to the following situations: Elevator or Escalator Running in normal operation, or running under any of the following special services modes: Independent service, Fireman's service (Phase I or Phase II), or Inspection operation. All other callbacks will be billed as outlined in the service agreement.

Premium – The premium package is our top tier and was created for customers requiring the most comprehensive level of service. Our premium package offers the highest level of functionality and support. The Premium tier also includes concierge level assistance for all of your service needs.

The Enhanced Package and Premium include access to **Schindler ActionBoard** and **ActionBoard Mobile**, which are communication technologies that provide access to real-time information about your equipment. Some of the available information includes: performance history, reports, push notifications, service call records, unit profiles and more.

Additionally, Schindler Ahead enables the option to add **Digital Alarm**, a cellular emergency phone monitoring service, to any tier. This service includes a reliable cellular connection that allows incoming and outgoing emergency calls from the elevator cab and eliminates the need for a traditional analog phonenumber.



Work by Others

The owner will provide the following requirements based on ANSI A17.1 Code, the governing code, except when applicable codes conflict with ANSI A17.1 Code. Rules referenced are ANSI A17.1 Rules.

Hoistway

1. Provide 75-degree bevel guards on all projections, recesses or setbacks over two inches, except for the loading or unloading side. Rule 100.6.
2. Provide pit light and GFI outlet. Light switch to be located adjacent to each pit entrance.
3. Provide a legal hoistway inclusive of ventilation and shaftway bevel guards, as required.
4. Cutting and patching walls and floors.
5. Provide a pit access ladder for each elevator, where required.
6. Provide a lockable, self-closing, fire-rated pit door, where required.
7. Hoistway venting or pressurization to prevent accumulation of smoke and gas, as required by Local Building Code.

Machine Room

1. Enclose/relocate all non-elevator oriented conduit, ducts and drains from elevator machine room, where required in the machine hoistway and/or pit. Enclosures, when used, need to be two-hour rated.
2. Provide means to regulate control room temperature and humidity between 55° F and 90° F with relative humidity no more than 85% non-condensing. Peak equipment heat release is a minimum of 6,000 BTU/Hour/Unit (maximum = 9,000 BTU/Hour/Unit) for a Hydraulic unit.
3. Provide machine room smoke/heat detector as required by regulation. In the event sprinklers are anticipated within the machine room area, means to remove primary power prior to the application of water must be provided as required by code.
4. Provide new electric wiring from the present disconnect switches to the terminals of the new elevator controllers in the new locations, inclusive of a normal/standby 120 VAC, 15 AMP supply at each controller.
5. Provide connection at the first elevator controller for fire recall operation, where auto-recall is needed to respond to a life safety/fire alarm system.
6. Provide proper lighting in the elevator machine rooms within the vicinity of every controller and mainline disconnect per code requirements.
7. Provide a fused disconnect switch or circuit breaker and a light switch adjacent to the lock jamb-side of the machine room door for each elevator location, per the National Electric Code. Rule 210.5 and NFPA No. 70 Rule 620-51. Provide auxiliary disconnects, as required, based on the elevator contractor's drawings.
8. Provide copper wire feeder and branch wiring circuits to the controller, including a main line switch and convenience outlets.
9. Provide a telephone outlet near an elevator controller in each machine room.
10. Provide a self-closing and locking access machine room door.
11. Provide an "ABC" fire extinguisher.
12. Interfacing to and updating the existing fire life safety systems to meet current code requirements.
13. A separate 20 amp circuit will be provided if tank heater is provided with the elevator.
14. Hxpress oil coolers / heaters need to be on a dedicated circuit.

Work by Others (cont'd)

General Requirements

1. Provide sufficient space for storage of materials on site throughout the duration of the modernization.
2. Provide clear floor space to be used as a work area.
3. If not presently outfitted, each elevator lobby should be equipped with smoke detectors, which can be used to initiate automatic fire recall. Actuation from water flow sensing or the general building alarm may require special approval.
4. Paint new or modified hoistway equipment to match building aesthetics, as required.
5. Provide building signage and floor designations related to other building systems, as required.
6. Provide building corridor lighting sufficient for illumination of elevator landing sills, as required by code.

Electrical Requirements

1. The permissible voltage drop for elevator feeders shall not exceed 3% between the service delivered to the building and our supply terminal.
2. All three legs of the three-phase feeder must be hot with respect to ground and balanced to each other with no more than a 5% variation between individual legs.
3. The maximum permissible voltage variation measured in the machine room under all operating conditions shall not exceed plus or minus 10% of the nominal building supply power source voltage.
4. A 20-amp, single phase, 110VAC, dedicated circuit with a duplex receptacle for the oil heater unit.
5. For ascending car protection, a separate 15 Amp 120VAC branch circuit to each elevator controller for the Rope Gripper, Bode Break or Sheave Jammer. This circuit must operate on the emergency power supply.
6. FOR EMERGENCY POWER OPERATION OF ELEVATOR(S): (when required)
 - A. Provide an emergency generator that has the same voltage characteristics as the normal power supply. It should also have the capacity to deliver sufficient power to the main line disconnect switches in the elevator machine room for operating the specified number of elevators used during an emergency at full speed and full load.
 - B. Provide an automatic transfer switch, or switches, for transferring power from normal to emergency power and back again.
7. EMERGENCY POWER OPERATION SIGNAL - The following separate indicating signals will be required from the automatic transfer switch to the machine room communication unit for each group of elevators.
 - A. One dry contact to close on emergency power and open on normal power. Provide two #12 AWG wires.
 - B. Provide one normally open dry contact (pre-transfer) to close 30 to 60 seconds prior to transfer to emergency power or back to normal power. This contact should reopen immediately after actual transfer of power. This is to prevent transfer of power while an elevator is moving, which can occur during the return to normal power or on an operating test. Provide two #12 AWG wires.

Note: When operating elevators on emergency power, a means of absorbing the regenerative energy may be necessary and shall be provide by others.

It is required that the car light, the fan circuits, ascending car protection circuit and the intercom circuit (if supplied), be set to operate from the emergency power supply in accordance with the building code.



Work by Others (cont'd)

8. The SCCR rating of elevator equipment is 5000 Amps, contractor to ensure that the available fault current of the building supply at the service switch does not exceed this value (Per NEC 110.10). Contractor to include a label (please see figure 2- Available Fault Current Label Example) that identifies the Max Available Fault Current onto Disconnect.
- A. See Note 1 of Figure 2, Available Fault Current Labelling Diagram. In addition, we require a hard copy of the manufacturers Fuse Chart and rating verifying the available fault current meets requirements.
 - B. Per NEC 110.24, the service switch should be legibly marked with Apparent RMS Symmetrical fault current supplying the Elevator Equipment. **See note 3 of AVAILABLE FAULT CURRENT RATING LABELLING DIAGRAM.
9. NETWORK CONNECTION REQUIREMENT FOR TWO-WAY VISUAL COMMUNICATION DEVICE (A17.1-2019 / B44-19 or IBC 2018)
- A. Where the elevator rise is 18m (60 ft) or more, or seismic operation is provided according to A17.1-2016 or later requirements, a single RJ45 wired Ethernet communications circuit shall be provided by the building. This Ethernet connection shall be located in the machine room associated with the Elevator Control Visual Alarm Box for the master elevator group.
 - B. Where the elevator rise is below 18m (60ft), and seismic operation is not provided according to A17.1-2016 or later requirements, separately wired RJ45 Ethernet communications circuits, one per elevator group, shall be provided by the building. This Ethernet connection shall be located in the machine room associated with each Elevator Control Visual Alarm Box.
 - C. The network must have enough bandwidth for connecting to multiple elevators and displaying a series of images with adequate resolution to identify the presence and general condition of passengers in the elevator. The recommended minimum upload speed is 0.5Mb/s per elevator connected to the communication system. Note that networks are commonly rated by their download speed with a lower upload speed.
 - D. The communications circuit shall originate at the Elevator Control Visual Alarm Box, part of the two-way visual communication device designed by Schindler and terminate at the building WAN internet equipment routed via a 1" conduit.
 - E. This internet connection is required to have an un-interruptible power supply for a duration of 4 hours to allow for the Visual Communication Device to function if building power is lost.

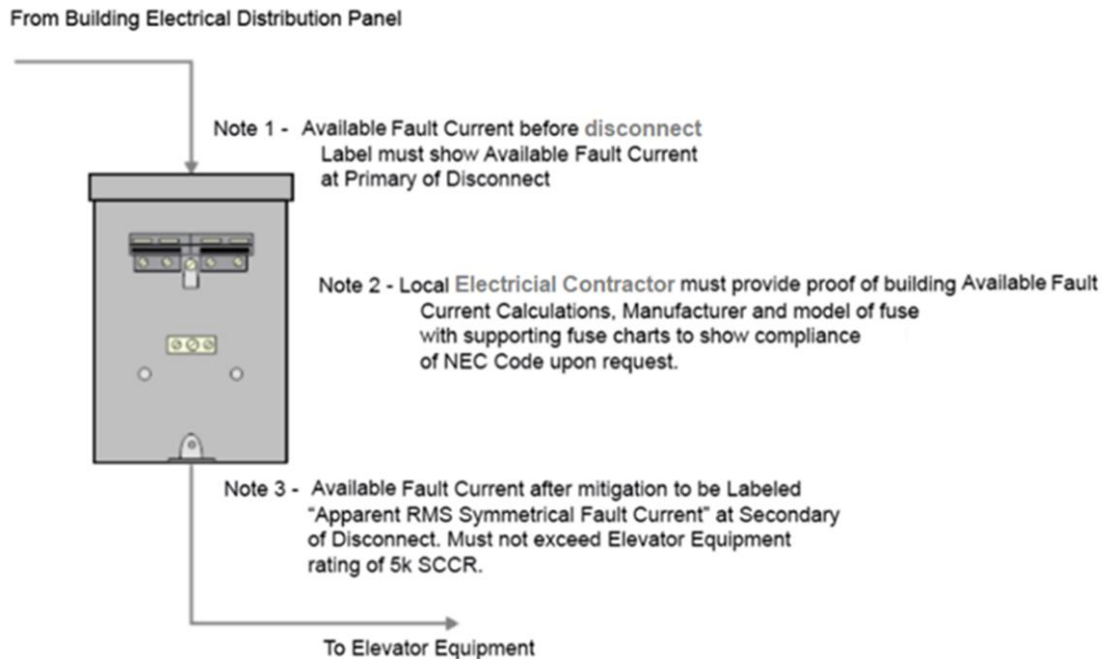


FIGURE 1: AVAILABLE FAULT CURRENT RATING LABELING DIAGRAM

- 10.** The electrical contractor or building owner shall supply lighting in the hoistway (backed by the emergency power system) for Fire Service Access Elevators (FSAE) for A17.1 code year 2019 when provided per ASME A17.1 Rule 2.27.10.1 as detailed in 10.A below, or for any elevator subject to A17.1 code year 2022 or later, as detailed in 10.B below. The elevator system shall provide a 24VDC elevator controller relay(s) in the machine room to building system to control lighting in the hoistway in either case.
- A.** For A17.1 code year 2019, when fire-fighter's emergency operation is active, the entire height of the hoistway shall be illuminated at not less than 1 foot candle (11 lux) as measured from the top of car of each fire service access elevator.
 - B.** For A17.1 code year 2022 or later, when fire-fighter's emergency operation, or inspection operation, or hoistway access enable is active, the entire height of the hoistway shall be illuminated at not less than 5 foot candles (50 lux) as measured from the top of car of each fire service access elevator.



Price & Payment Terms

1. Our price for the work proposed is as noted below including appropriate tax and. This price is firm for 90 days, and thereafter subject to change without notice.

**Total Price including applicable taxes: \$103,548 or,
Payment over 60 equal monthly payments: \$2,858 ***

You agree to the following payment schedule for the lump sum option:

- Initial Invoice: of the price quoted above upon execution of this Contract;
- Progress Invoice: 95% of the remaining balance to be paid in one installment upon fabrication of material;
- Final Invoice: Final payment within 30 days of completion of the work.

All invoices, including final invoice are payable within 30 days of application.

Any late or overdue payments will bear interest at the rate of 1 ½% per month. Attorneys' fees and other costs of collection will be included in the event that we must pursue legal action for payment or in the event that you are otherwise in breach of this contract.

We will not release to manufacture until the above initial invoice is paid. We will not schedule on-site work until the above progress invoice is paid. We will not turn over equipment prior to receipt of 95% of the price for the work inclusive of change notices.

2. Schindler understands the costs for capital improvement can put a strain on a property's budget. Schindler has partnered with leading Finance organizations in an effort to help our clients sort through the best options to fund these capital improvements. We have simplified the process so all private financial information as well as future payments are handled between the Finance organization's representative and our client. Schindler facilitates the transaction and only requires a new 5-year maintenance contract as part of the agreement. Financing option is subject to credit check and approval.

Often times there are other building components which require upgrade due to the upgrade of the elevator system. These costs can be rolled into the total finance package with the lender.

If for some reason our contract is cancelled prior to the 60-month term all remaining balances become due immediately.

*Monthly finance payment is an approximation and will be finalized following the credit check and contract.

Your sales representative, undefined, will be happy to facilitate the process moving forward if you are interested in our financing option. The finance credit approval form can be found attached to this document.

3. Our price for the cab interiors which is included in the above price is \$0 (total for the job).



Terms & Conditions

1. The price quoted in Article 1 above is based upon all the work being performed during our regular working hours of regular working days. If overtime is required, the additional price usually charged by us shall be added to the contract price. Your advance approval in writing is required before we will schedule or perform any overtime work.
 2. The equipment furnished hereunder remains personal property and we retain title thereto until final payment is made, with the right to retake possession of the same at the cost of the Purchaser if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises.
 3. The completion of the work as covered by this Agreement or acceptance thereof shall constitute a waiver by you of all claims for loss or damage due to delay. It is also understood and agreed that we shall not be liable for the condition, design, application or compliance with acceptable codes of any equipment not furnished under this Agreement or for the omission of any work or equipment not covered by this Agreement. We reserve the right to remove and retain all equipment that has been replaced or new materials not used in construction.
 4. Schindler reserves the right to furnish its most modern of equipment and no statements contained in this contract are to make it obligatory for us to furnish equipment, the design of which has been discontinued or supplanted by new standards or codes.
 5. All previous communication between us, whether written or verbal, with reference to the subject matter of this Agreement, is hereby abrogated, and this contract when duly accepted and approved constitutes the agreement between us, and no modification of this agreement shall be binding upon the Purchaser or Schindler, or either of us, unless such modification shall be in writing, duly accepted by the Purchaser and approved by Schindler. The contract date shall be the date of approval by Schindler.
 6. The Purchaser is to provide suitable connections from the power mains to the controller, together with any cutouts, line switches, phase reversal or lightning arresters, and any other such components as that may be necessary to meet purchaser and/ or local code requirements.
 7. Any changes in the building required to meet any local or state building or electrical codes are to be made by the Purchaser. Any cutting or patching necessary for the installation of equipment furnished under this contract shall be done by the Purchaser. Schindler shall not under any circumstances be liable for any redecorating that may be necessary upon the completion of its work. No work or service other than that specifically mentioned herein is included or intended. Such work by others must be coordinated by Purchase with Schindler in order to avoid delays to Schindler's work.
 - 8A. It is expressly understood, in consideration of the performance of the service enumerated herein at the price stated, that nothing in this agreement shall be construed to mean that Schindler assumes any liability on account of injury or damage to persons or property, except to the extent directly and solely due to the negligent acts or omissions of Schindler or its employees; and that the Purchaser's responsibility for injury or damage to persons or property while riding on or being in or about the equipment referred to is in no way affected by this Agreement.
- Schindler shall not be responsible or liable for any loss, damage, detention or delay caused by labor trouble, strikes, lockouts, fire, explosion, theft, lightning, windstorm, earthquake, floods, storms, epidemics, pandemics, riot, civil commotion, malicious mischief, embargoes, shortages or materials or workmen, unavailability of material from usual sources, Government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of the Purchaser's or Schindler's suppliers, orders or instructions of any federal, state or municipal government or any department or agency thereof, Act of God, or by any cause whatsoever beyond its reasonable control. Dates for the performance or completion of work shall be extended to the extent of such delays.
- 8B. Purchaser agrees to defend, indemnify and hold Schindler harmless from and against any claims, lawsuits, demands, judgments, damages, costs and expenses arising out of this Agreement except to the extent caused by or resulting from the established sole and direct fault of Schindler.
 - 8C. We will not be liable for damages of any kind, whether in contract or in tort, or otherwise, in excess of the price of this Agreement. We will not be liable in any event for special, indirect, liquidated or consequential damages, which include but are not limited to loss of rents, revenues, profit, good will, or use of equipment or property, or business interruption.
 9. Schindler guarantees that the equipment furnished hereunder will comply with the foregoing specifications and if promptly notified in writing will, at our expense, correct any defects in such equipment occurring within one year from the date of completion or acceptance whichever occurs first, which are not due to ordinary wear and tear or improper use, care or maintenance. The correction of such defects constitutes the limit of our responsibility. THERE ARE NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, OTHER THAN OF TITLE. The equipment installed under this agreement requires maintenance service, such as periodic examinations, lubrication and adjustment by competent elevator mechanics. Our guarantee is not intended to supplant this normal servicing of the equipment and it is not to be construed that we will provide free maintenance service of this type, except as may be provided under other provisions of the contract, or that we will correct, without charge, breakage, maladjustment or other troubles occurring as a result of improper or inadequate maintenance.
 10. We will defend any suit or proceeding brought against you so far as based on a claim that any equipment, or any part thereof, furnished under this contract constitutes an infringement of any patent of the United States, provided that such equipment or part is not supplied according to your design, and it is used as sold by us, if notified promptly in writing and given authority, information and assistance (at our expense) for the defense of same, and we shall pay all damages and costs awarded therein against you. In case said equipment or any part thereof is in such suit held to constitute infringement and the use of said equipment or part is enjoined, we shall at our own expense either: procure for you the right to continue using said equipment or part; or replace same with non-infringing equipment; or modify it so it becomes non-infringing; or remove said equipment and refund the purchase price and the transportation and installation costs thereof. The foregoing states our entire liability for patent infringement by said equipment or any part thereof.



Schindler

Terms & Conditions (cont'd)

- 11.** Purchaser will have the hoistways and machine room in safe and proper condition and the proper electrical current available as indicated on our attached schedule. Purchaser will also provide adequate access for delivery and a dry protected place for storage of equipment. Storage requirement of a minimum of 150 sq ft will be required for this project. If storage constraints force double handling of equipment, we will be compensated by you for all additional costs for labor and materials to overcome such obstacles at our standard billing rate. If the locations where the work is to be performed are not ready or are unsafe, we reserve the right not to begin or to discontinue the work. If adequate storage is not available, we will be compensated for all storage costs, as well as costs for demobilization and remobilization if necessary. If completion of our work is delayed beyond our control and the following date: _____, our price will be increased in proportion to any additional costs to complete, including but not limited to labor rate increases, component material price increases, storage costs, demobilization and remobilization expenses and the like.
- 12.** Should latent or concealed conditions be encountered in the performance of the work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in this contract be encountered, the contract price and time shall be equitably adjusted by change order upon claim by either party made within 20 days and after the first observance of the conditions.
- 13.** Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software (which is subject to a limited license for use in this building/premises/equipment only), modems, source/access/object codes, passwords and the Schindler Remote Monitoring feature ("SRM") (if applicable) which will deactivate and remove if the Agreement is terminated.
- 14.** Our bid is based on reusing existing components as is in regard to seismic conditions except as herein noted. Any required changes to existing components resulting from seismic requirements will need to be bid separately.
- 15.** You agree to pay, as an addition to the price stated herein, the amount of any federal excise tax, state and local sales, use or transaction tax, or increase of any tax, or similar charges based upon the sale, use, ownership or possession of materials and/or equipment imposed by any law enacted after the date of this proposal, or imposed upon you by any existing law. In the event of legislative change to the applicable tax rates, including but not limited sales tax, use tax, excise tax, privilege tax, transaction tax and similar charges, Supplier reserves the right to adjust the contract price accordingly.
- In the event the customer claims an exemption from sales and/or use tax the customer shall provide a valid executed exemption certificate
- In the event you claim an exemption which Supplier accepts in good faith and it is later determined by a taxing authority that such exemption does not apply, Schindler reserves the right to adjust the contract price to reflect the change.
- Customer shall pay any penalty, interest, additional tax, or other charge that may be levied or assessed as a result of the delay or failure, caused by the Customer, to pay any tax or file any return or information required by law, rule or regulation or by this Agreement to be paid or filed by Supplier.
- If either Party is audited by a taxing authority or other governmental entity in connection with taxes under this Taxes Section, the other Party shall reasonably cooperate with the Party being audited in order to respond to any audit inquiries in an appropriate and timely manner, so that the audit and any resulting controversy may be resolved expeditiously.
- In the event of governmental changes to applicable tariffs, Schindler reserves the rights to adjust the contract price accordingly to account for all additional cost impacts.
- 16.** We are not responsible for the removal of any hazardous materials. We will take possession, remove, and dispose any elevator equipment not being reused.
- 17.** Schindler reserves the right to make technical modifications - in conformity with technological progress and/or safety regulations - to the products and/or to replace the components with components of equal or superior quality at any time until delivery and without further notice.
- 18.** In the event of any change to the applicable code, after the date of this proposal that may affect this installation, you agree to pay Schindler any additional costs and provide the necessary extension of time to comply with the code change.



Schindler

Schindler Elevator Corporation

By: _____
Signature

Accepted: _____
Full Legal Name of Purchaser

By: _____
Signature Title

Date: _____

Principial or Owner _____

Agent for Principal or Owner _____
(Name of Principal or Owner)

Approved: Schindler Elevator Corporation

By: _____
(Signature)

Date: _____

MEMO

TO: Finance Committee
FROM: Chief Tanya Reynen
DATE: April 27, 2026
RE: Dodge County Chiefs Boat

Background

In 2018, the Dodge County Fire Chiefs Association (DCFCA) coordinated the purchase of water rescue equipment to support departments across the county, including two water rescue boats. One of those boats has been housed at the Watertown Fire Department (WFD) and has been used for both local water rescue operations and mutual aid responses throughout the region.

Under the original arrangement, DCFCA maintained ownership while host agencies, including WFD, provided storage, staffing, and deployment. Over time, discussions have occurred regarding long-term ownership, maintenance responsibility, and operational control.

DCFCA has expressed a desire to transfer full ownership of the boat to the City of Watertown. This transition aligns operational responsibility with actual use, as WFD has consistently deployed, staffed, and maintained readiness of the asset.

Beyond emergency response, WFD has demonstrated added value in housing the boat by supporting other City operations. Most recently, the department partnered with Engineering to assist with seawall inspections, highlighting the versatility and ongoing utility of the asset to the community.

Financial Impact

There is no cost to acquire the boat. Ownership will be transferred at no purchase price.

The City will assume responsibility for ongoing costs associated with the boat, including maintenance, insurance, registration, and operational upkeep. These costs are consistent with current practices associated with housing and utilizing the boat.

Recommendation

Approve the transfer of ownership of the Dodge County water rescue boat from the Dodge County Fire Chiefs Association to the City of Watertown.

This transition formalizes an arrangement that already reflects current operational practice, ensures clear responsibility for maintenance and deployment, and preserves an asset that supports both emergency response and broader community needs.



Dodge County Fire Chiefs Association

This Agreement dated 4/22/2026 between Dodge County Fire Chiefs Association, a _____ (“DCFCA”) and the City of Watertown, a Wisconsin municipal corporation (“City”).

Recitals

- A. In 2018, the parties entered into an agreement stipulating that DCFCA would outfit water rescue equipment for Dodge County Fire Departments to use during water rescues in the county, a copy of which is referenced and incorporated herein as **Exhibit A**. During these negotiations, the parties agreed to purchase two (2) water rescue boats;
- B. One (1) of the above-referenced water rescue boats is currently stored at the Watertown Fire Department, which is available for Watertown Fire Department water rescues and when requested for mutual aid to other participating departments or surrounding agencies. The cost to mutual aid to other departments is nothing when paged, as set forth in **Exhibit A**;
- C. Over the past several years, discussions have occurred between the parties regarding who will maintain this watercraft. DCFCA wishes to give all ownership of the water rescue boat to the City of Watertown.

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

- 1. **Incorporation of Recitals.** The foregoing recitals are incorporated into and made a part of this Agreement. The parties acknowledge that the recitals are true and accurate.
- 2. **City’s Obligations.**
 - A. Effective _____, 2026, the City will take ownership of the water rescue boat (“Boat”) currently stored at the Watertown Fire Department and specifically described herein in **Exhibit B**. The City acknowledges that it is taking ownership and possession of the Boat in an as-is condition, with no warranties or representations of any kind from DCFCA.
 - B. The City will ensure that the Boat is properly stored and maintained in a manner reasonably intended to prevent damage.

- C. The City, through the Watertown Fire Department, will use the boat for solely for water rescues in the City of Watertown and pursuant to mutual aid requests when necessary. The City will respond to any mutual aid calls, as needed, with the water rescue boat and will not charge the requesting department for such mutual aid services.
- D. The City will comply with all federal, state, and local laws, ordinances, and regulations regarding ownership, possession, titling, and registration of the boat, including all necessary titling and registrations through the Wisconsin Department of Natural Resources.
- E. The City agrees not to sell the Boat before Jan 1 2027. If the City elects to sell the Boat, the City will provide written notice to DCFCA. DCFCA shall have the right of first refusal to purchase the Boat at a depreciated value determined by the City in good faith. If DCFCA does not accept the offer in writing within thirty (30) days of notice, the City may sell the Boat to any third party on terms of its choosing and without further obligation to DCFCA.
- F. The City will be solely responsible for all costs associated with the operation, repair, maintenance and upkeep of the Boat.
- G. The City may trade in the Boat at any point under the provisions of this Agreement for a new boat or similar upgrade without prior notice to DCFCA.

3. **DCFCA's Obligations.**

- A. DCFCA affirms that it has full authority to transfer ownership of the Boat to the City and agrees to execute any documents reasonably required to complete the transfer of title, registration, and any other necessary filings.
- B. DCFCA represents and warrants that, to the best of its knowledge, the Boat is free of all liens, claims, encumbrances, or other restrictions that would impair the City's ownership or use of the Boat.
- C. DCFCA will not interfere with the City's use, storage, operation, maintenance, or deployment of the Boat once ownership is transferred.
- D. DCFCA acknowledges that the City assumes no obligation to perform any services, provide any training, or furnish any equipment to DCFCA in connection with the transfer of the Boat, beyond the mutual aid responses described in this Agreement.

4. **Miscellaneous.**

- A. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. The parties agree that any legal action or proceeding arising under or relating to this Agreement shall be brought exclusively in the state or federal courts located in Dodge County, Wisconsin, and each Party hereby consents to the jurisdiction and venue of such courts.

- B. **Municipal Immunity.** Nothing contained within this Agreement is intended to be a waiver or estoppel of City or its insurer to rely upon the limitations, defenses, and immunities contained within Sections 345.05 and 893.80, Wis. Stats. To the extent that indemnification is available and enforceable, City or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin law.
- C. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such determination shall not affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect. The parties agree to negotiate in good faith to replace any invalid or unenforceable provision with a valid and enforceable provision that most closely reflects the original intent of the parties.
- D. **Authority to Execute.** Each Party represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform its obligations under this Agreement and that the persons executing this Agreement on its behalf are duly authorized to do so.
- E. **Voluntary Agreement.** The Parties acknowledge that they have read this Agreement, understand its terms, have had the opportunity to consult with independent legal counsel of their own choice regarding this Agreement, and agree to be bound by its terms.
- F. **Notices.** Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any Party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

FOR THE CITY:

City of Watertown
City Clerk
106 Jones Street
Watertown, WI 53094

With a copy to:

City of Watertown Fire Department
Fire Chief
621 Bernard Street
Watertown, WI 53094

FOR THE DCFCA:

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF WATERTOWN

BY: _____
Robert Stocks, Mayor

BY: _____
Tanya Reynen, Fire Chief/Emergency Manager

DODGE COUNTY FIRE CHIEFS ASSOCIATION

BY:  _____
Eric Howlett, Dodge County Fire Chiefs Association President

EXHIBIT A

Memorandum of Understanding (MOU)

Between

Dodge County Fire Departments (Host Agencies)

(Watertown Fire Department)

And

Dodge County Fire Chief's Association (DCFCA) (Boat Owner)

I. Purpose

This Memorandum of Understanding (MOU) establishes the terms and conditions under which the Dodge County Fire Departments (hereafter referred to as "Host Agencies") and the Dodge County Fire Chief's Association (hereafter referred to as "DCFCA") will collaborate for the storage, maintenance, and use of water rescue boats.

II. Parties Involved

Host Agencies: Select fire departments within Dodge County responsible for housing and deploying the water rescue boats.

DCFCA: The Dodge County Fire Chief's Association, the owner of the water rescue boats.

III. Responsibilities of DCFCA

Licensing: DCFCA shall ensure that all water rescue boats are properly licensed in accordance with state and federal regulations.

Insurance: DCFCA shall maintain comprehensive insurance coverage for the water rescue boats, including but not limited to liability, damage, and theft insurance.

Maintenance: DCFCA shall be responsible for the regular maintenance and necessary repairs of the water rescue boats to ensure they are in optimal working condition. This includes routine inspections and any required servicing.

IV. Responsibilities of Host Agencies

Storage: Host Agencies shall provide appropriate and secure storage facilities for the water rescue boats.

Fuel: Host Agencies shall be responsible for providing fuel for the operation of the water rescue boats.

Training: Host Agencies shall ensure that their personnel receive adequate training on the operation and deployment of the water rescue boats.

Staffing and Deployment: Host Agencies shall be responsible for staffing the water rescue boats with qualified personnel and deploying the boats when needed for water rescue emergencies.

Cross-Jurisdictional Use: The DCFCA and Host Agencies agree that the water rescue boats can be used for water emergencies outside of Dodge County. The DCFCA acknowledges this may result in periods of time where the boats are unavailable for emergencies within Dodge County.

V. Joint Responsibilities

Coordination: Both parties shall coordinate on the scheduling of maintenance, training exercises, and deployment strategies to ensure optimal readiness and efficiency.

Communication: Both parties shall maintain open and regular communication to address any issues or concerns related to the water rescue boats.

VI. Term and Termination

Term: This MOU shall become effective on the date of the last signature and shall remain in effect for a period of three (3) years, unless terminated earlier by either party.

For the **Dodge County Fire Chief's Association** (Owner)

President Eric Howlett:  _____

Date: 8/22/24

This Memorandum of Understanding is hereby agreed to by the undersigned parties.

This MOU ensures a clear understanding and delineation of responsibilities between the Dodge County Fire Departments identified above and the Dodge County Fire Chief's Association, fostering a collaborative and efficient approach to water rescue operations.

EXHIBIT B

Make: 2017 SeaArk

Model: MV1872 SOM41167C717

Hours: 33.7

Registration #WS1248MH exp 2028

Date of Dodge County Chiefs Association Purchase: 1/28/2019 \$29,062.65 Purchase Price

MEMO

TO: Finance Committee
FROM: Chief Tanya Reynen
DATE: April 27, 2026
RE: Township IGA Fire Reports

Background

The City of Watertown Fire Department has developed Intergovernmental Agreements (IGAs) with the Townships of Shields, Emmet, Watertown, and Milford regarding the sharing of fire reports. These agreements are intended to streamline and more efficiently meet the needs of the townships in obtaining non-EMS fire reporting information while ensuring consistency with public records requirements and data handling practices.

The IGAs formalize an existing practice by establishing a clear, consistent process for providing monthly non-EMS NERIS reports, while maintaining appropriate protections for sensitive information and compliance with applicable laws.

All four townships have been provided with the agreements. To date, the Townships of Emmet and Shields have returned signed agreements and are presented here tonight. The remaining two will be brought forward upon receipt, as we did not want to delay progress on those already completed.

Financial Impact

There is no financial impact associated with these Intergovernmental Agreements. The report sharing process reflects current practice and will continue to be provided without charge.

Recommendation

Approve the Intergovernmental Agreements for fire report sharing with the Townships of Shields, Emmet, Watertown, and Milford as signed.

INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF WATERTOWN AND TOWN OF Emmet REGARDING NON-EMS REPORT SHARING

This Intergovernmental Agreement (“IGA”) is entered into by and between the City of Watertown, a Wisconsin municipal corporation (“City”), and the Town of Emmet, a Wisconsin municipal corporation (“Town”), collectively the “Parties” or individually the “Party.”

WHEREAS, the Parties have separately contracted for the City to provide emergency medical services (“EMS”) to the Town, effective April 8, 2020; a copy of the Agreement is attached and referenced herein as Exhibit A; and

WHEREAS, the Parties understand and acknowledge that both entities are bound by Wisconsin’s Public Records Law, §§ 19.31–19.39; and

WHEREAS, the Parties wish to formalize their respective responsibilities related to sharing of non-EMS NERIS reports generated by the City, which are provided to the Town by the City on a monthly basis; and

WHEREAS, this IGA pertains solely to non-EMS NERIS reports generated by the City for Town calls for service and expressly excludes EMS reports and any patient medical information.

NOW THEREFORE, in consideration of the mutual covenants herein, the Parties agree as follows:

1. City’s Obligations. The City will provide the Town with a monthly NERIS report limited to non-EMS incidents for Town calls for service (“Monthly Report”). EMS reports, patient medical information, and protected health information will not be included in the Monthly Report. The City will implement reasonable measures to ensure the Monthly Report excludes EMS/PHI content consistent with HIPAA and Wisconsin patient care laws. The Monthly Report will be provided via email to the Town on or before the 6 day of each month, covering the prior calendar month. The City will provide the Monthly Report to the Town without charge.

2. Town’s Obligations. The Town shall keep confidential all information received in the Monthly Report, including any personal identifying information (PII) contained therein, and shall use the Monthly Report solely for legitimate governmental purposes. The Town will limit access to the Monthly Report to only Town personnel and shall train its personnel on confidentiality obligations. The Town shall not publish, distribute, or re-disclose the Monthly Report or its contents to third parties, except as required by law and in accordance with Section 3 of this IGA.

3. Public Records Requests. If the Town receives a public records request seeking the City’s Monthly Report (in whole or in part), the Town shall promptly notify the City in writing within three (3) business days and shall forward a copy of the request to the City. The City will serve as the primary respondent with respect to the City’s Monthly Report and will provide records, including making any necessary redactions pursuant to the Wisconsin Public Records Law and other applicable privacy laws. Town will reasonably cooperate with the City’s records custodian

- g. **Notices.** All notices, statements, demands, requests, consents, approvals, authorizations, appointments or designations hereunder by either Party to the other will be in writing and will be deemed given and served upon the Party if delivered personally or via U.S. mail, addressed as follows:

To City:

City of Watertown
City Clerk
106 Jones Street
Watertown, WI 53094

With copies to:

City of Watertown
Fire Chief
621 Bernard Street
Watertown, WI 53094

To Town:

Town of Emmet
W6777 Second Street Road
Watertown, WI 53098

- h. **Non-Waiver.** The failure of any Party to insist upon the strict performance of any of the terms, conditions or covenants in this IGA will not be deemed a waiver of any right or remedy that any Party may have and will not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions or covenants herein contained.
- i. **Authority.** The Parties each warrant and represent to the other that they have the full legal authority to enter into this IGA.
- j. **Entire Agreement.** This IGA sets forth all the covenants, promises, agreements, conditions, and understandings between City and Town. There are no covenants, promises, agreements, conditions, or understandings, either oral or written, between the Parties other than as herein set forth. No alteration, amendment, change, or addition to this IGA shall be binding upon the Parties unless in writing and signed by both Parties.
- k. **Jurisdiction and Venue.** Any action at law or in equity brought under this IGA for the purpose of enforcing a right or rights provided for by this IGA will be tried in a court of competent jurisdiction in Jefferson County, Wisconsin, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county.
- l. **Paragraph Headings.** Paragraph headings as used herein are for convenience only and will not be deemed to be a part of such paragraphs and will not be construed to change the meaning thereof.

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF WATERTOWN AND TOWN OF Shields REGARDING NON-EMS REPORT SHARING

This Intergovernmental Agreement (“IGA”) is entered into by and between the City of Watertown, a Wisconsin municipal corporation (“City”), and the Town of Shields, a Wisconsin municipal corporation (“Town”), collectively the “Parties” or individually the “Party.”

WHEREAS, the Parties have separately contracted for the City to provide emergency medical services (“EMS”) to the Town, effective April 11th, 2026; a copy of the Agreement is attached and referenced herein as Exhibit A; and

WHEREAS, the Parties understand and acknowledge that both entities are bound by Wisconsin’s Public Records Law, §§ 19.31–19.39; and

WHEREAS, the Parties wish to formalize their respective responsibilities related to sharing of non-EMS NERIS reports generated by the City, which are provided to the Town by the City on a monthly basis; and

WHEREAS, this IGA pertains solely to non-EMS NERIS reports generated by the City for Town calls for service and expressly excludes EMS reports and any patient medical information.

NOW THEREFORE, in consideration of the mutual covenants herein, the Parties agree as follows:

- 1. City’s Obligations.** The City will provide the Town with a monthly NERIS report limited to non-EMS incidents for Town calls for service (“Monthly Report”). EMS reports, patient medical information, and protected health information will not be included in the Monthly Report. The City will implement reasonable measures to ensure the Monthly Report excludes EMS/PHI content consistent with HIPAA and Wisconsin patient care laws. The Monthly Report will be provided via email to the Town on or before the 6th day of each month, covering the prior calendar month. The City will provide the Monthly Report to the Town without charge.
- 2. Town’s Obligations.** The Town shall keep confidential all information received in the Monthly Report, including any personal identifying information (PII) contained therein, and shall use the Monthly Report solely for legitimate governmental purposes. The Town will limit access to the Monthly Report to only Town personnel and shall train its personnel on confidentiality obligations. The Town shall not publish, distribute, or re-disclose the Monthly Report or its contents to third parties, except as required by law and in accordance with Section 3 of this IGA.
- 3. Public Records Requests.** If the Town receives a public records request seeking the City’s Monthly Report (in whole or in part), the Town shall promptly notify the City in writing within three (3) business days and shall forward a copy of the request to the City. The City will serve as the primary respondent with respect to the City’s Monthly Report and will provide records, including making any necessary redactions pursuant to the Wisconsin Public Records Law and other applicable privacy laws. Town will reasonably cooperate with the City’s records custodian

and, if directed, refer the requester to the City for fulfillment. If the Town is legally required to respond directly, it will do so only after receiving the City's direction and redacted materials and will disclose solely as permitted by law.

4. Records Retention. Each Party will retain and dispose of records consistent with applicable municipal records retention schedules and law. Nothing in this IGA alters statutory records custodian responsibilities.

5. Compliance with Federal and State Law. The Parties will comply with HIPAA (45 C.F.R. Parts 160 and 164), Wis. Stat. § 146.82 (patient health care records), and the Wisconsin Public Records Law (Wis. Stat. §§ 19.31–19.39), as applicable.

6. Miscellaneous

- a. **Term.** The term of this IGA shall be for the term of the Agreement contained within Exhibit A.
- b. **Indemnification.** Each party shall be responsible for its own acts, errors, or omissions and for the acts, errors, or omissions of its employees, officers, agents, boards, committees and commissions, and shall be responsible for any losses, claims and liabilities that are attributable to such acts, errors, or omissions including providing its own defense, arising out of this IGA. In situations involving joint liability, each party shall only be responsible for such losses, claims and liabilities that are attributable to its own acts, errors, or omissions, or the acts, errors, or omissions of its employees, officers, officials, agents, boards, committees and commissions. It is not the intent of either party to waive, limit or otherwise modify the protections and limitations of liability found in Wis. Stat. Sec. 893.80 or any other protection available to the parties by law. This paragraph shall survive the termination or expiration of this IGA.
- c. **Revocation of IGA.** Either party may terminate this IGA at any point in time with thirty (30) days prior written notice to the other party. If City terminates this IGA, Town is able to submit monthly public records requests to the Fire Department. The City will comply with all statutory requirements under Wisconsin Public Records Law.
- d. **No Assignment.** The rights provided to Town under this IGA may not be assigned, transferred, subleased, hypothecated, or otherwise disposed of to any other person or entity.
- e. **Third Party Beneficiary.** This IGA including, but not limited to, indemnification provisions, is for the benefit of the Parties only and does not create, nor is it intended to create any benefit or liability to third parties.
- f. **Relationship of the Parties.** It is understood that this is an IGA by and between independent contractor(s) and is not intended to, and will not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of independent contractor.

- g. **Notices.** All notices, statements, demands, requests, consents, approvals, authorizations, appointments or designations hereunder by either Party to the other will be in writing and will be deemed given and served upon the Party if delivered personally or via U.S. mail, addressed as follows:

To City:

City of Watertown
City Clerk
106 Jones Street
Watertown, WI 53094

With copies to:

City of Watertown
Fire Chief
621 Bernard Street
Watertown, WI 53094

To Town:

Town of Shields Dodge County
N1638 Wood Road
Watertown WI 53098

- h. **Non-Waiver.** The failure of any Party to insist upon the strict performance of any of the terms, conditions or covenants in this IGA will not be deemed a waiver of any right or remedy that any Party may have and will not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions or covenants herein contained.
- i. **Authority.** The Parties each warrant and represent to the other that they have the full legal authority to enter into this IGA.
- j. **Entire Agreement.** This IGA sets forth all the covenants, promises, agreements, conditions, and understandings between City and Town. There are no covenants, promises, agreements, conditions, or understandings, either oral or written, between the Parties other than as herein set forth. No alteration, amendment, change, or addition to this IGA shall be binding upon the Parties unless in writing and signed by both Parties.
- k. **Jurisdiction and Venue.** Any action at law or in equity brought under this IGA for the purpose of enforcing a right or rights provided for by this IGA will be tried in a court of competent jurisdiction in Jefferson County, Wisconsin, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

- l. **Paragraph Headings.** Paragraph headings as used herein are for convenience only and will not be deemed to be a part of such paragraphs and will not be construed to change the meaning thereof.
- m. **Limitation of Municipal Liability.** Nothing contained within this IGA is intended to be a waiver or estoppel of Watertown or its insurer, to rely upon the limitations, defenses, and immunities contained within Sections 345.05 and 893.80, Wis. Stats. To the extent that indemnification is available and enforceable, City or its insurer, shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin law.
- n. **Counterparts.** This IGA may be executed in two (2) or more counterparts, each of which is deemed to be an original.
- o. **Severability.** If any term of this IGA is held unenforceable by a court having jurisdiction, then to the extent the unenforceable term can be severed from the remainder of this IGA without affecting the enforceability of the remainder of this IGA or substantially frustrating its purpose, it will be so severed, and the remainder of this IGA will remain in effect and enforceable.

IN WITNESS WHEREOF, the Parties hereto have caused this IGA to be executed the day, and year first written below.

Dated this _____ day of _____, 2026.

CITY OF WATERTOWN

BY: _____

Robert Stocks, Mayor

Dated this 13th day of April, 2026.

TOWN OF Shields
BY: Peter McFarlane
Chairman

[Signature]
Clerk

EXHIBIT A