



COMMON COUNCIL MEETING AGENDA

TUESDAY, OCTOBER 01, 2024 AT 7:00 PM

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

Virtual Meeting Info: <https://us06web.zoom.us/join> Meeting ID: 282 485 6600 Passcode: 53098 One tap mobile +16469313860

All public participants' phones will be muted during the meeting except during the public comment period. This meeting will be streamed live on YouTube at: <https://www.youtube.com/c/WatertownTV>

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. MINUTES OF COUNCIL MEETING HELD

A. Meeting minutes from September 17, 2024

5. COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT

Members of the public who wish to address the Council must register their request in writing before the meeting begins. Each individual who requests to address the Council will be permitted up to three minutes for their comments.

6. PUBLIC HEARING

A. Amend Chapter 550: Zoning Code, through the amendments of language to Sections §550-109B, §550-109D, §550-132, §550-56C; §550-32B(2), §550-33B(2), and §550-34B(2), and §550-120C

7. REPORTS

A. Transit Commission minutes from July 22, 2024

B. Board of Health minutes from August 20, 2024

C. Plan Commission Minutes from September 9, 2024

D. Finance Committee minutes from September 9, 2024

E. Finance Committee minutes from September 17, 2024

F. Public Safety minutes from September 17, 2024

G. Town Square Planning Commission Minutes from September 18, 2024

H. RDA Minutes from September 18, 2024

I. Public Works minutes from September 24, 2024

8. COMMUNICATION & RECOMMENDATIONS

A. November 5, 2024 Council Meeting will be moved to November 4, 2024 due to the General Election

B. Bridge Update and Discussion

9. MISCELLANEOUS BUSINESS

A. Payroll Summary - September 4, 2024 to September 17, 2024

10. ORDINANCES

A. Ord. 24-24 - Ordinance to Amend Section 136-11 Responsibilities of the City of Watertown General Ordinances (Sponsor: Mayor McFarland From: Finance Committee, Second Reading)

- B. Ord 24-13 - Ordinance to Amend Section 410-56(A) Smoking in Prohibited Places (Sponsor Ald. Lampe From: Parks, Recreation and Forestry Commission, Second Reading)
- C. Ord. 24-25 - Repeal a portion of Section 500-5, One-way Streets and Alleys of Chapter 500 Traffic Code of the City of Watertown (Sponsor: Ald. Davis From: Public Safety & Welfare Committee, First Reading)

11. ORDINANCES

- A. Exh. 9659 - Resolution for Verizon Wireless Cellular Site MDG: 5000097398 License Agreement on the O'Connell Water Tower (Sponsor: Ald. Board From: Public Works Commission)
- B. Exh. 9660 - Resolution to Enter into Contract for Web Based Reporting of Fire Alarms (Sponsor: Mayor McFarland)

12. COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT

Each individual who requests to address the Council will be permitted up to three minutes for their comments and must fill out the sign in sheet provided.

13. ADJOURNMENT

Persons requiring other reasonable accommodations of the above meeting may contact the office of the City Clerk by email mdunneisen@watertownwi.gov, or by phone 920-262-4006.

"Any invocation that may be offered before the official start of the Council meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker."

**Common Council Minutes
Tuesday September 17, 2024**

Section 4, Item A.

Mayor McFarland called the regular meeting of the City of Watertown Common Council to order at 7:00 p.m. on Tuesday September 17, 2024. This meeting was open for attendance in the council chambers as well as virtually.

ROLL CALL

Roll call indicated the following Alderpersons present: Ald. Davis, Lampe, Board, Bartz, Blanke, Smith, Schmid, Wetzel (arrived at 7:03) and Moldenhauer. City staff present were City Attorney Steven T. Chesebro, Police Chief David Brower, Finance Director Mark Stevens, Public Works Director Andrew Beyer (virtually), Zoning Administrator Brian Zirbes (virtually), Parks Director Kristine Butteris, and City Clerk Megan Dunneisen.

PLEDGE OF ALLEGIANCE

The Council recited the Pledge of Allegiance to the American Flag.

MINUTES OF PRECEDING MEETING

Mayor McFarland inquired if there were additions or corrections to minutes of the Common Council meeting held Tuesday, September 3, 2024. There being none, minutes were accepted as presented.

COMMENTS & SUGGESTIONS FROM CITIZENS PRESENT

Kathy Riedl of 900 S. 8th Street and Gregg Wellach from the Fire Department spoke about the proposed health insurance changes.

REPORTS

(Complete minutes are open for public inspection in the Finance Department.)

The following reports were received and filed: Historic Preservation & Downtown Design Commission minutes from March 27, 2024, Historic Preservation & Downtown Design Commission minutes from April 6, 2024, Tourism minutes from July 11, 2024, Watertown Housing Authority minutes from July 25, 2024, Licensing Board minutes from July 31, 2024, Plan Commission from August 12, 2024, Public Works Commission minutes from August 13, 2024, Review and approve: park, recreation, and forestry meeting minutes from August 19, 2024, Senior Center Advisory Board minutes from August 20, 2024, Finance Committee minutes from August 26, 2024, Public Works Commission & Downtown Main Street Task Force minutes from August 27, 2024, Zoning Board of Appeals Minutes from August 27, 2024, Public Works minutes from August 27, 2024, Historic Preservation & Downtown Design Commission minutes from August 28, 2024, Public Safety minutes from September 4, 2024, and Public Works minutes from September 10, 2024 were presented.

COMMUNICATIONS & RECOMMENDATIONS

Mark Taylor from FEH gave a presentation on the Space Needs Analysis results and the Watertown Fire Department Monthly Report for August were presented.

NEW BUSINESS

Ald. Smith moved to appoint Michele Malmstrom – serving her third five-year term expiring August 2029 to the Housing Authority, seconded by Ald. Moldenhauer and carried by unanimous voice vote.

Ald. Bartz motioned to convene into closed session per Wis. Stat. Sec. 19.85(1)(g) to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved (Claim of J.B.), seconded by Ald. Board and carried by roll call vote: Yes-9; No-0; Abstain-0.

Ald. Schmid made a motion to reconvene into open session, seconded by Ald. Wetzel and carried by unanimous voice vote.

ACCOUNTS PAYABLE

(Complete listing of accounts payable is open for public inspection the Finance Department.)

Accounts Payable were presented.

MISCELLANEOUS BUSINESS

Payroll Summary - August 21, 2024 - September 3, 2024, and Cash and Investments - August 31, 2024 were presented.

LICENSES:

Ald. Blanke made a motion to approve the application for a "Class B" Malt and Liquor License from Kathy B's LLC DBA The Buffalo Bar (Ashley Berry, Agent) located at 814 N Church St for licensing year July 1 2024 - June 30, 2025 (former Kathy B's LLC DBA Kathy's Buffalo Bar) conditioned on filing of Successor Conditional Use Permit to Zoning Department, an approved Fire Inspection, and Surrender of the current liquor license, seconded by Ald. Bartz and carried by unanimous voice vote.

Ald. Smith made a motion to deny the application for a "Class A" Malt and Liquor License from Watertown Liquor Depot DBA Liquor Depot (Hydn Heisel, Agent) located at 1907 Market Way Ste C due to Cat V and Cat VI offenses of the City of Watertown Licensing Guidelines for applicant Ashraf Mutstafa, seconded by Ald. Moldenhauer and carried by unanimous voice vote.

ORDINANCES

Ord. 24-22 - Ordinance to Amend Chapter 550 Official Zoning Map of the City of Watertown (Sponsor: Mayor McFarland, From: Plan Commission, Second Reading). Ald. Wetzel moved for adoption of ordinance 24-22 on its 2nd reading, seconded by Ald. Board and carried by roll call vote: Yes-9; No-0; Abstain-0.

Ord. 24-23 - Ordinance for Attachment of Real Estate by Boundary Adjustment from the Town of Watertown to the City of Watertown - N9009 County Road A (Sponsor: Mayor McFarland, From: Plan Commission, Second Reading). Ald. Blanke moved for adoption of ordinance 24-23 on its 2nd reading, seconded by Ald. Board and carried by roll call vote: Yes-9; No-0; Abstain-0.

Ord. 24-24 - Ordinance to Amend Section 136-11 Responsibilities of the City of Watertown General Ordinances (Sponsor: Mayor McFarland From: Finance Committee, First Reading). Ald. Lampe moved for adoption of ordinance 24-24 on its 1st reading, seconded by Ald. Davis and carried by roll call vote: Yes-8; No-1 (Schmid); Abstain-0.

Ord 24-13 - Ordinance to Amend Section 410-56(A) Smoking in Prohibited Places (Sponsor Ald. Jonathan Lampe From: Parks, Recreation and Forestry Commission, First Reading). Ald. Lampe moved for adoption of ordinance 24-13 on its 1st reading, seconded by Ald. Bartz. Ald. Blanke made a motion to amend 50 ft to 25 ft in section 2(b), seconded by Ald. Smith and carried by roll call vote: Yes-9; No-0; Abstain-0. During discussion Ald. Lampe called the question, Ald. Board seconded and carried by roll call vote: Yes-7; No-2 (Smith, Moldenhauer); Abstain-0. Ald. Board made a motion to amend the date in section 3 to April 15, 2025, seconded by Ald. Lampe and carried by roll call vote: Yes-9; No-0; Abstain-0. During further discussion Ald. Board called the question, seconded by Ald. Bartz and failed on roll call vote: Yes-4; No-5 (Blanke, Smith, Schmid, Wetzel, Moldenhauer); Abstain-0. Amended motion carried by roll call vote: Yes-7; No-2 (Schmid, Moldenhauer); Abstain-0

RESOLUTIONS

Resolutions below are listed in order of the agenda but may not be the order by which they were taken up at the Council meeting.

Exh. 9646 - Resolution to Discontinue Public Way on Jones Street, Near and About its Intersection with North First Street (Sponsor: Mayor McFarland From: Plan Commission). Ald. Board moved to adopt resolution 9646, seconded by Ald. Bartz and carried by unanimous voice vote.

Exh. 9654 - Resolution to withdraw from Wisconsin Public Employers' Group Health Insurance Program (Sponsor: Mayor McFarland From: Finance Committee). Ald. Davis moved to adopt resolution 9654, seconded by Ald. Wetzel. Ald. Schmid made a motion to lay on the table indefinitely, failed due to lack of second. Finance Director Mark Stevens gave plan information. Motion carried by roll call vote: Yes-7; No-2 (Lampe, Schmid); Abstain-0.

Exh. 9655 - Resolution to modify Fund 15 [Public Health Emergency Preparedness] budget (Sponsor: Mayor McFarland From: Finance Committee). Ald. Moldenhauer moved to adopt resolution 9655, seconded by Ald. Wetzel and carried by roll call vote: Yes-9; No-0; Abstain-0.

Exh. 9656 - Resolution to update 2024 payroll resolution to change Media Productions Manager pay grade to Grade H on the city's pay table (Sponsor: Mayor McFarland From: Finance Committee). Ald. Davis moved to adopt resolution 9656, seconded by Ald. Lampe and carried by roll call vote: Yes-9; No-0; Abstain-0.

Exh. 9657 - Resolution to approve State/Municipal Financial Agreement for City-wide Bike & Pedestrian Network Plan (Sponsor: Mayor McFarland From: Finance Committee). Ald. Schmid moved to adopt resolution 9657, seconded by Ald. Lampe and carried by unanimous voice vote.

Exh. 9658 - Resolution to approve State/Municipal Financial Agreement for South Church Street Shared-use Path (Sponsor: Mayor McFarland From: Finance Committee). Ald. Schmid moved to adopt resolution 9658, seconded by Ald. Moldenhauer and carried by unanimous voice vote.

COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT

No comments were received.

ADJOURNMENT

There being no further business to come before the Council at this time, Ald. Schmid moved to adjourn, seconded by Ald. Davis, and carried by unanimous voice vote at 9:18 p.m.

Respectfully Submitted,

Megan Dunneisen, City Clerk

DISCLAIMER: These minutes are uncorrected; any corrections will be noted in the proceedings at which these minutes are approved. Complete minutes are open for public inspection in the Clerk's Office. Video recording available at Watertown TV's YouTube page: <https://www.youtube.com/c/WatertownTV>

NOTICE OF PUBLIC HEARING

In compliance with Wis. Admin. § NR 116.05(4) & Wis. Admin. § NR 116.21(6), notice is hereby given by the Common Council of the City of Watertown, Wisconsin, that a public hearing will be held on the 1st day of October 2024 in the Council Chambers of the Municipal Building, 106 Jones Street, Watertown, Wisconsin at 7:00 P.M., or shortly thereafter, for the amending of Chapter 550, Zoning Code. The proposed amendments are as follows:

Section §550-109B will require that institutional land uses listed under § 550-51 and located in residential zoning districts abide by the same requirements for exterior storage as required in office and commercial zoning districts.

Section § 550-109D will clarify that in industrial zoning districts, exterior storage must follow the requirements of the industrial zoning districts for the permitted and conditional uses within the districts and that storage in all office and commercial zoning districts must be conducted within an enclosed building. In addition, this text amendment clarifies the circumstances when certain outdoor storage uses (establishing/relocating a dumpster enclosure or a parking area) can be approved via a conditional use permit in all non-residential zoning districts (office, commercial, & industrial).

Section §550-132 will allow institutional land uses listed under § 550-51 and located within a residential zoning district to follow the sign regulations for the General Business (GB) zoning district.

Section §550-56C renames and rewrites this section of the zoning code to add clarity and to simplify the regulations for residential accessory structures. This text amendment also provides clarity regarding when a conditional use permit can be used to exceed the standards set in this section.

Section §550-32B(2), 550-33B(2), and 550-34B(2) corrects this oversight and adds 'Convenient Cash Business' as a conditional use in the Planned Business (PB), General Business (GB), and Central Business (CB) zoning districts.

Section §550-120C offers other stormwater management systems as an option to handling stormwater from private parking lots.

A copy of the proposed amendments is on file at the City Clerk's Office for review 8:00 a.m. to 4:30 p.m., Monday through Friday.

All persons wishing to be heard are invited to be present. Written comments may be submitted to City Clerk Megan Dunneisen, 106 Jones Street, Watertown, WI 53094.

CITY OF WATERTOWN
Brian Zirbes
Zoning & Floodplain Administrator

BZ/nmz

PUBLISH:

September 19, 2024
and
September 24, 2024

(BLOCK AD)

Amendment #1 - § 550-109B

§ 550-109B Requirements for exterior storage in residential zoning districts. (Proposed Addition)

(6) Institutional Land Uses in Residential Zoning Districts. In residential zoning districts that contain Institutional Land Uses as specified in § 550-51, exterior storage shall abide by the requirements for exterior storage in office and commercial zoning districts as specified in § 550-109D.

Amendment #2 - § 550-109D

§ 550-109D Requirements for exterior storage in nonresidential districts (Proposed Additions and Deletions)

D. Requirements for exterior storage in nonresidential zoning districts.

(1) In all office, ~~and~~ commercial ~~and industrial~~ zoning districts (see § 550-17 for a listing of these districts), all materials, equipment, and trailers shall be stored within a completely enclosed building, except as specified in § 550-109D(2). In all industrial zoning districts, outdoor storage shall conform to the regulations of the zoning district, except as specified in § 550-109D(2). ~~except for the following, which shall not be located within any front yard or required street yard (except for vehicles and/or trailers in designated parking spaces) and shall be stored a minimum of five feet from any and all property lines: screened refuse containers; construction materials; landscape materials and related equipment associated with on-site construction; and off-street parking. Such exterior storage shall require a conditional use permit per § 550-142.~~

(2) In all office, commercial, and industrial zoning districts the following outside storage is subject to a conditional use permit approval per § 550-142. The following items shall not be located within any front yard or street side yard (except for vehicles and/or trailers in designated parking spaces).

- a) Establishment or relocation of screened refuse containers not part of an approved site plan.
- b) Establishment or relocation of off-street parking not part of an approved site plan.

Amendment #3 - § 550-132

§ 550-132 Permitted Sign Rules (Proposed Addition)

D. Signs for Institutional Land Uses in Residential Zoning Districts.

(1) In residential zoning districts that contain Institutional Land Uses as specified in § 550-51, such uses shall abide by the permitted sign rules for the General Business (GB) Zoning District as specified in Table 550-132A.

Amendment #4 - § 550-56C

§ 550-56C Detached residential garage, carport, utility shed, play structure, or lawn ornament. (Proposed Additions and Deletions)

C. ~~Detached residential garage, carport, utility shed, play structure, or lawn ornament.~~ Residential Accessory Structure. Description: Attached or detached residential garages and carports; freestanding utility sheds, gazabos, and pergolas; children's play structures; or similar structures.

For the purposes of this section, a ~~private~~ residential garage, carport, or utility shed is a structure which primarily accommodates the sheltered parking of a passenger vehicle and/or the storage of

residential maintenance equipment and/or personal possessions associated with ~~of~~ the subject property and shall count towards the total number of Residential Accessory Structures. ~~Walks, drives, paved terraces and purely decorative garden accessories such as ponds, fountains, statuary, sundials, flagpoles, etc., shall be permitted in setback areas but not closer than three feet to an abutting property line other than a street line. For the purposes of this section, children's play structures, including playhouses or elevated play structures and climbing gyms, shall be considered accessory structures and shall comply with the requirements of this section whether such play structures are placed on a foundation or not. Swing sets, slides and sandboxes are not considered children's play structures for purposes of this section. A building permit is not required for construction of a play structure. Play structures shall not be used for storage or be constructed out of materials that would constitute a nuisance. It may be located on the same lot as a residential unit or units or on a separate lot in conjunction with a residential land use. See § 550-85 for requirements applicable to legal nonconforming garages. Garages, carports and utility sheds in excess of 1,000 square feet of gross floor area, or which exceed 30% coverage of the rear yard area, or which exceed the lot coverage of the principal structure, are not permitted in residential districts except as conditional uses in the RH and ER-1 Districts. (Also, see the first paragraph of this section.) See § 550-85 for requirements applicable to legal nonconforming garages.~~

For the purposes of this section, gazabos, pergolas, and children's play structures, including playhouses or elevated play structures and climbing gyms, shall count towards the total number of Residential Accessory Structures and shall comply with the requirements of this section whether such structures are placed on a foundation or not. Individual swing sets, slides, and sandboxes are not considered children's play structures or Residential Accessory Structures for purposes of this section. A building permit is not required for construction of gazabos, pergolas, or play structures. A gazabo, pergola, or play structure shall not be used for storage or be constructed out of materials that would constitute a nuisance. A gazabo, pergola, or play structure may be located on the same lot as a residential unit or units or on a separate adjacent lot in conjunction with a residential land use.

For the purposes of this section, detached accessory dwelling units under Section § 550-56AA(9) and chicken coops and runs under Section § 550-56X(1)(e) shall count towards the total number of Residential Accessory Structures.

For the purposes of this section, walks, drives, paved terraces, and purely decorative garden accessories such as ponds, fountains, statuary, sundials, flagpoles, or similar items do not count toward the total number of Residential Accessory Structures and do not require a building permit. Placement of these items is permitted within setback areas but not closer than three feet to an abutting lot line.

For the purposes of this section, deck boxes and similar structures with 32 square feet of gross floor area or less do not count toward the total number of Residential Accessory Structures and do not require a building permit. Placement of deck boxes is permitted within side and rear yard setback areas but not front or street side yard setback areas and not closer than three feet to an abutting lot line. Limit of one deck box or similar structure per residential unit.

(Also, see the first paragraph of this section § **550-56**.)

(1) Regulations.

- (a)** ~~One attached or detached garage and two~~ A total of three (3) Residential Accessory Structures shall be permitted by right.
- (b)** A conditional use permit is required for any combination of Residential Accessory Structures that exceeds any of the following:

- [1] 1,000 square feet of gross floor area.
~~[2] 30% coverage of the rear yard area.~~
~~[3] The lot coverage of the principal structure.~~
~~[4] [2] The maximum accessory building coverage of the zoning district.~~
~~[5] [3] Three (3) Residential Accessory Structures.~~

Repeal and recreate the following to read as:

- § 550-21C(1)(b) Rural Holding (RH) District
 § 550-22C(1)(b) Countryside Residential (CR-10ac) District
 § 550-23C(1)(b) Exurban Residential-1 (ER-1) District
 § 550-24C(1)(b) Single-Family Residential-4 (SR-4) District
 § 550-25C(1)(b) Two-Family Residential-6 (TR-6) District
 § 550-26C(1)(b) Multifamily Residential-8 (MR-8) District
 § 550-27C(1)(b) Multifamily Residential-10 (MR-10) District
 § 550-28C(1)(b) Senior Residential (SNR) District
 § 550-29C(1)(b) Neighborhood Office (NO) District
 § 550-30C(1)(b) Planned Office and Institutional (PO) District
 § 550-31C(1)(b) Neighborhood Business (NB) District
 § 550-32C(1)(b) Planned Business (PB) District
 § 550-33C(1)(b) General Business (GB) District
 § 550-34C(1)(b) Central Business (CB) District
 § 550-35C(1)(b) Planned Industrial (PI) District
 § 550-36C(1)(b) General Industrial (GI) District
 § 550-37C(1)(b) Heavy Industrial (HI) District
 (b) Residential accessory structure.

Amendment #5 - § 550-32B(2), § 550-33B(2), and § 550-34B(2)

§ 550-32B(2), § 550-33B(2), and § 550-34B(2) Convenient Cash Business (Proposed Additions)

- § 550-32B(2) Planned Business (PB) District
(m) Convenient Cash Business
 § 550-33B(2) General Business (GB) District
(q) Convenient Cash Business
 § 550-34B(2) Central Business (CB) District
(l) Convenient Cash Business

Amendment #6 - § 550-120C

§ 550-120C Drainage Standards (Proposed Additions)

- C. Standards. No land shall be developed and no use shall be permitted that results in water runoff which causes property damage, a nuisance and/or erosion on adjacent properties. Such runoff shall be properly conveyed to a public storm drain, drainageway or other such public drainage facility per the approval of the Public Works Director/City Engineer. All parking lots 4,000 square feet or larger shall be internally drained with catch basins connected to a municipal storm sewer ~~or other on-site~~ stormwater management system in accordance with Article III, Stormwater Maintenance, of Ch. 453, Municipal Code.



TRANSIT COMMISSION MEETING MINUTES

MONDAY, JULY 22 , 2024 AT 5:00 PM

WATERTOWN MUNICIPAL BUILDING, 106 JONES STREET, ROOM 0041

The Transit Commission met on the above date and time in person and virtually with the following members present: Michelle Bainbridge, Tom Hahn, David Applegarth and Laurie Grosenick. Absent was Ald. Schmid. Also in attendance was City Clerk Megan Dunneisen.

1. CALL TO ORDER - Chair Hahn called the meeting to order at 5:00pm.
2. REVIEW & APPROVE MINUTES
 - A. Grosenick made a motion to approve the Transit minutes from May 20, 2024, seconded by Applegarth and carried by unanimous voice vote.
3. COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT – none
4. REVIEW RIDERSHIP / FINANCIAL STATISTICS
 - A. Taxi Stats 2024 QTR 2 were presented.
5. BUSINESS:
 - A. Update: Watertown Transit Manager Retirement – Candy Higgins started on July 10th. Hoping to attend September's meeting to be introduced.
 - B. Update: Procurement of 3rd Transit Van – Third van was delivered today – paperwork to be started to get is on the road.
 - C. Review and take action: Taxi lettering design – options provided – Passenger Transit made a suggestion of Public Transit being in the name. Dunneisen to check in with DOT and City.
6. REVIEW CITIZEN COMMUNICATIONS AND REPORTS
 - A. Quarterly Driver Report - No Updates
 - B. Quarterly Vehicle Maintenance Report was presented.
 - C. Complaint Log – no complaints received.
7. SET NEXT MEETING DATE – September 23, 2024, at 5pm.
8. ADJOURNMENT - Grosenick made a motion to adjourn the meeting at 5:20pm, seconded by Applegarth and carried by unanimous voice vote.

Respectfully submitted,
Megan Dunneisen, City Clerk

DISCLAIMER: These minutes are uncorrected; any corrections will be noted in the proceedings at which these minutes are approved.
Complete minutes are open for public inspection in the office of the Finance Department



**Watertown Board of Health
Meeting Minutes
Watertown Dept of Public Health
515 S First Street/Zoom
August 20, 2024 – 3:30 PM**

Members Present: Dr. Donene Rowe, Carol Quest, Andrea Turke, Ald. Dana Davis, Ald. Fred Smith,

Absent: Patricia Gedemer

Others in attendance: Abbigail Kuehn, Kim Hiller

1. Call to Order

Dr Rowe called the meeting to order at 3:30pm.

2. Citizens to be heard

None.

3. Review and take action: Board of Health Minutes from June 4, 2024

Reviewed minutes dated June 4, 2024

Motion made to approve the minutes for June 4, 2024, by Dana Davis, seconded by Dr. Rowe.

Motion carried by unanimous voice vote.

4. Review & take action: Financial report – Preliminary July 2024

Financial report Preliminary July 2024 -

The Health budget is a tax levy budget. The non-taxable revenue account will be over budget.

The mileage account shows an increase due to the rise in program participation. This account will be over budget by approximately \$800. The overage will be covered by the salary account which will have a balance due to the vacancy of the nursing position. This account was reduced during the COVID response due to limited staff travel.

Other accounts in the Health tax levy budget are on track.

Environmental Health is a non-levy budget. The Enviromental revenue account reflects license renewals and will be over budget by the end of the year.

Expenses for Environmental Health are consistent with the budget.

Emergency Preparedness is a non-levy budget. The revenue and supplies accounts will need to be adjusted due to Public Health ARPA funding. A resolution will be drafted to make the adjustments to the revenue and expense accounts.

Seal A Smile budget is a non-levy budget. The accounts are on track.

The department received notice that it was awarded the grant again for this year.

Motion was made by Fred Smith and seconded by Dana Davis for approval of preliminary July 2024.

Unanimously passed.

5. Review and discuss: 2025 Budget

The 2025 budget is due back to the Finance Department the third week in September.

Leadership has been instructed to implement a zero percent levy increase for all non-personnel related accounts. The Health budget is the only tax levy budget.

An alternative to the current state employee health insurance plan is being researched.

6. Review and discuss: Public Health Emergency Preparedness Program updates

There are two exercises planned with City Leadership in September and October of 2024. The exercises will practice the Family Assistance Center and Warming and Cooling Center/Shelter plans. The Senior & Community Center will serve as the Family Assistance Center and Warming and Cooling Center/Shelter for plans.

Public Health ARPA funding -

Items that were purchased with Public Health ARPA funding include:

- New conference room tables & chairs
- NACCHO conference
- Electronic Medical Record software
- Computers for staff
- Staff wages & benefits
- A Portion of the cost for Senior & Community Center generator
- HIPAA policy review. Last one was in 2015 before the electronic policies were updated
- Vacant lot to put a building on for car seat installation, drive through clinics and storage. A letter has been sent to the owner
- Tornado siren installation & disposal
- IT switch for Health Department
- Stryker stair chair for Fire Department
- Go Bags & supplies for city staff (stop the bleed kits, safety glasses, and CPR masks)
- Sharps cabinets for City Hall
- AED for Fire Department
- Phones for EOC
- PA system for Senior & Community Center

7. Review and discuss: Environmental Health Program updates

The water lab is ready and has received the DNR certification for nitrates. Certification from DATCP is in process. The water lab will be fully operational in January of 2025 and will be used to process water sample of the wells for the DNR Transient Community Well contract. There are approximately 300 wells in Dodge & Jefferson counties. Tests that are positive for coliform will require several follow up samples.

The license renewals have been completed. Second notices with late fees were sent out. If the fees are not paid by August 15th the facility is closed and will need to go through the new business process including paying a pre- inspection fee.

Inspection program –

The public pools are inspected monthly for proper pool chemistry.

Temporary events have increased, which has increased staff time.

Standardization - The state requires standardization of Registered Sanitarians completing inspections. Tyler Kubicek completed his standardization today and he will provide standardization training for Kaylie Mason and Holly Hisel.

8. Review and discuss: Public Health Community Program updates

The department is in the process of filling the RN position. The position was filled but then was vacated due to resignation. Interviews are being held this week.

The department completed the Costing and Capacity Assessment that was completed by local health departments statewide. The results of the assessment will be used to highlight public health funding needs to maintain all foundational public health programs and services.

There is increasing research that supports increased social connections are important to our mental and physical health. The Departments work to increase social connection in the community has focused on the Maternal Child Health (MCH) population. Two social connection events were planned and held with English and Spanish speaking families in Health Department programs. The first event was held with Watertown Family Connections and the Watertown Public Library. The second event was with Playgroups in the Park through Watertown Family Connections, the Fire Department, and Sandwiches in the Park.

There is a pre & post survey given to the families to ask about their mental health and the resources they are learning about. Many expressed excitement about the social connection events.

Evening and weekend events are being planned in the future.

The smoking ordinance passed the Park & Recreation commission. The distance from activities was discussed and was kept to 50 feet. This ordinance will be moving on to Council.

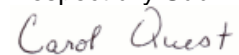
Community Health Assessment (CHA) & Community Health Improvement Plan (CHIP) –2025 will mark the start of the CHA process. Several groups collaborate on the CHA including all three hospitals (Watertown, Fort Atkinson, Beaver Dam), the three health departments (Watertown, Dodge & Jefferson), the Rock River Community Clinic and the Greater Watertown Community Health Foundation.

9. Adjourn

Motion made to adjourn and carried by unanimous voice vote.

Next Board of Health meeting will be Tuesday, October 15th at 3:30 p.m.

Respectfully Submitted,



Carol Quest
Director/Health Officer

Note: The minutes are uncorrected. Any correction made thereto will be noted in the minutes of the proceedings at which these minutes are approved.

**PLAN COMMISSION
MINUTES
September 09, 2024**

Section 7, Item C.

The Plan Commission met on the above date in the Council Chambers.

The following members were present: Mayor McFarland, Alderman Blanke, Beyer, Konz, Krueger, Lampe, Talaga, Zirbes

Also in attendance: Glenn Griebenow and Mike Martin

1. Call to order (4:33pm)

2. Approval of Minutes

A. Plan Commission minutes August 12, 2024

Motion to approve both Plan Commission minutes was made by Konz and seconded by Lampe, passed on unanimous voice vote.

3. Business

A. Review and take action: W2762 Gopher Hill Road Extraterritorial Certified Survey Map (CSM)

Brian Zirbes presented the request for a 3 lot CSM for W2762 Gopher Hill Road.

Motion to approve was made by Blanke, seconded by McFarland and passed on a unanimous voice vote.

B. Review and take action: 553-555 Milford St Certified Survey Map (CSM)

Brian Zirbes presented the request for a 2 lot CSM for 553-555 Milford St which contains two existing homes.

Motion to approve was made by Krueger, seconded by Beyer and passed on a unanimous voice vote.

C. Review and take action: 919 Charles Street – addition to first Kindergarten building

Brian Zirbes presented the request for an addition to the first Kindergarten building. The addition will contain an interactive classroom and be shorter than the existing building. The building does have a Knox box on sight.

Motion was made to recommend approval of the site plan with the condition that the alarm system be extended into the addition was made by Konz, seconded by Talaga and passed on a unanimous voice vote with Lampe abstaining.

D. Review and take action: Chapter 550 Text Amendments

Brian Zirbes presented the proposed Text Amendments to Chapter 550 of the municipal code. Blanke expressed concern with amendment 3 being too general in its language in regards to play structures and lawn ornaments. Krueger expressed concerns with amendment 1 and the addition of institutional being added to the permitting process. Mayor McFarland expressed concerns with the increase to 100 sq. ft. as the maximum size for a sign.

Motion was made by Krueger to set the public hearing for all items except amendment 1 for October 1st failed for lack of second.

Motion was made to set the public hearing for October 1st by Blanke, seconded by Lampe and passed on a 6-1 vote with Krueger voting no.

All materials discussed at this meeting can be found at:

<https://cms4files.revize.com/watertownwi/September%209,%202024%20Plan%20Commission%20Meeting%20Packet.pdf>

4. Adjournment

Motion to adjourn was made by Lampe and seconded by Talaga and passed on a unanimous voice vote.
(4:59pm)

Respectfully Submitted,

Alderman Brad Blanke



FINANCE COMMITTEE MEETING MINUTES

MONDAY, SEPTEMBER 9, 2024, AT 5:30 PM

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

Finance Committee members present: Mayor McFarland, Alderpersons Bartz, Davis, Lampe, and Moldenhauer

Others present: Finance Director Stevens, Public Works Director Beyer, Water Systems Manager Hartz, Zoning Administrator Zirbes, Maureen McBroom (video)

1. Call to order. Mayor McFarland called the meeting to order at 5:31 p.m.
2. Ald. Davis, seconded by Ald. Moldenhauer, approved the **minutes from the August 26 Finance Committee meeting**. Unanimously approved.
3. Our HR consulting firm reviewed the position of **Media Productions Manager**. Ald. Bartz moved, seconded by Ald. Davis, to recommend an amendment to the payroll resolution to move this position from grade G to grade H. Unanimously approved.
4. Water Systems Manager Hartz indicated that **Scott Blasing** has completed two additional professional certifications and is requesting a pay rate change from grade I step 8 [\$30.96/hr] to grade I step 10 [\$32.43/hr], retroactive to August 21. Ald. Lampe approved, supported by Ald. Bartz, to approve the request. Unanimously approved. [Note: When payroll staff worked to modify the software settings, it was determined that the employee was currently at grade I step 9, so he has been moved to grade I step 11.]
5. Water Systems Manager Hartz requested to fill the vacancy of **Wastewater Laboratory Manager** with an offer of promotion to Rick Jirsa at grade M step 7 [\$39.52/hr]. Ald. Moldenhauer moved, seconded by Ald. Davis, to approve this hire. Unanimously approved.
6. Zoning Administrator Zirbes requested permission to extend an offer of hire to Jason Rens as **building inspector** at grade M step 4 [\$36.63/hr]. A motion was made by Ald. Davis and seconded by Ald. Bartz to approve the request. Unanimously approved.
7. Public Works Director Beyer requested permission to agree to the WisDOT Transportation Alternatives Program (TAP) State Municipal Financial Agreement (SMFA) for a **bike and pedestrian network plan**. This would take place sometime in the 2026-2029 period. A motion was made by Ald. Davis, seconded by Ald. Bartz, and unanimously approved.
8. Public Works Director Beyer requested permission to agree to the WisDOT Transportation Alternatives Program (TAP) State Municipal Financial Agreement (SMFA) for a **S. Church Street shared-use path project**. This would take place sometime in the 2025-2028 period. A motion was made by Ald. Lampe, seconded by Ald. Bartz, and unanimously approved.
9. Engineering staff requested approval to enter into a cost share agreement with Dodge County for **Riverside Park Creek improvements** for up to \$10,000. This project is ready for work to take place to remove blockages within the creek that impede stormwater flows from residential and institutional areas upstream and to fortify stream banks. Ald. Lampe moved, supported by Ald. Davis, to approve, and unanimously approved.
10. Mr. Stevens provided an updated **General Fees Schedule** that will be posted on the city website. Clerk Dunneisen presented **recommendations for increases in various licenses** (last increases for most was in 2017). Ald. Davis moved, seconded by Ald. Bartz, to approve the fee increases as

presented with one modification (fireworks to \$50) to be implemented as of January 1, 2025.
Unanimously approved.

- a. Class A liquor fee from \$450 to \$500
- b. Class B malt and liquor fee from \$450 to \$500
- c. Retail alcohol beverage application from \$175 to \$300
- d. Liquor license renewal from \$45 to \$50
- e. Vapor products from \$25 to \$100
- f. Fireworks permit from \$5 to \$50
- g. Transient merchant from \$25 to \$50
- h. Background checks: amount equal to the WI Dept of Justice charge (currently \$7)

11. **Finance Committee adjournment.** Ald. Bartz moved, seconded by Ald. Lampe, to adjourn the Finance Committee at 6:01 p.m., and 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.



FINANCE COMMITTEE MEETING MINUTES

MONDAY, SEPTEMBER 17, 2024, AT 5:30 PM

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

Finance Committee members present: Mayor McFarland, Alderpersons Bartz, Davis, Lampe, and Moldenhauer

Others present: Finance Director Stevens, Attorney Chesebro, Fire Chief Reynen

1. Call to order. Mayor McFarland called the meeting to order at 6:30 p.m.
2. Chief Reynen presented a request to hire a part-time fire inspector, Don Dishno, at grade H step 9 [\$29.94/hr]. Ald. Davis moved to approve, seconded by Ald. Moldenhauer, and unanimously approved.
3. **Finance Committee adjournment.** Ald. Bartz moved, seconded by Ald. Davis, to adjourn the Finance Committee at 6:34 p.m., and 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.

PUBLIC SAFETY & WELFARE COMMITTEE

September 17, 2024

6:45 p.m.

1. CALL TO ORDER

Members Present	Also in Attendance	Citizens Present
<ul style="list-style-type: none">Dana Davis, ChairBrad BlankeSteve BoardEric Schmid	<ul style="list-style-type: none">Chief David Brower	<ul style="list-style-type: none">Marcia BrowerZack Goodrow

2. BUSINESS

A. Review and take action: Special Event - Trunk or Treat

- o [Memo re PSW -Trunk or Treat Dan Leija.pdf](#) (0.05 MB)
- o [2024-32 Application.pdf](#) (0.24 MB)
- o [2024-32 Map.pdf](#) (0.34 MB)

MOTION: Motion to approve by Board, 2nd by Blanke and unanimous approval.

3. ADJOURN

There being no additional business to come before the Committee, a motion was made by Schmid to adjourn and seconded by Blanke. The motion carried unanimously.

TOWN SQUARE PROGRAMMING COMMISSION AGENDA
WEDNESDAY, SEPTEMBER 18, 2024 AT 12:00 PM
514 S. FIRST STREET, BRANDENSTEIN ROOM

Virtual Meeting Info: <https://us06web.zoom.us/join> Meeting ID: 563 709 0828 Passcode: 53094 One tap mobile +16469313860

1. Call to order at 12 Noon

- In attendance: Hertel, Zimmerman, Bartz, Konz, Kaufmann, Juhl, Butteris by phone

2. Review and approval of minutes

A. Town Square Programming minutes from August 21, 2024

- Bartz motioned to approve and Zimmerman 2nd

3. Review and approval of financial reports

A. Review and approve: Financial Reports

- Hertel motioned to approve, Kaufmann 2nd
 - Discussed adding band shelter cover to capital outlay for 2025

4. Citizens to be heard

Each individual who requests to address the Council will be permitted up to three minutes for their comments.

- John Kattish in attendance and Tim Sullivan from WDT

5. Business

A. Discuss and approve: new concessions in parks fees for 2025 for Beer Vendors

- Discussed that both food and beer vendors suffered from lower sales this year and that it may be hard to get them to return since the profit was considerable smaller this past summer. The decision was to try one more summer to have the current concessions pricing of \$300/\$75 for food vendors and \$250 for the beer sales non-profits through programming of 2025. Zimmerman motioned and Bartz 2nd. I will add to the next month's agenda to confirm this IS what we want to do and move forward with the suggestions. Will decide if anything needs to be presented to the parks board.

B. Discuss: Food Truck Frequency for 2025

- Due to the fact that the Monday food trucks have been slow this summer, it was recommended maybe moving to a different day of the week and the change the frequency. Konz recommended doing more partnering with local businesses to encourage said businesses to host appreciation type events with the food trucks in mind while keeping them also open to the public. Zimmerman mentioned maybe just have the trucks present when there are events already happening. Butteris thought we should try again with Monday's and give it one more year. After discussion we will have Monday food trucks with the change of hours and frequency. Monday's from 5-8pm and 2x per month as well as at already schedule events when appropriate.

6. Event Coordinator's report

A. Review and Discuss: Coordinators Report

7. Adjournment

- Hertel motioned, Zimmerman 2nd

Persons requiring other reasonable accommodations for any of the above meetings, may contact the office of the City Clerk at mdunneisen@watertownwi.gov, phone 920-262-4006

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



Wednesday, September 18, 2024, 6:00 pm

In-PERSON/VIRTUAL MEETING

Room 0041, City Hall

By Phone or Zoom Meeting:

<https://us06web.zoom.us/join>

For the Public, Members of the media and the public may attend by

calling: (US) +1 (646)931-3860

Meeting ID: 617-065-5357

Pass Code: 959083

All public participants' phones will be muted during the meeting except during the public comment period where applicable.

RDA STRATEGIC PRIORITIES

1) ~~100 W. Main St. block demolition, Town Square design etc., and publicizing town square project for possible funding from sources other than the City.~~

2) Facilitating quality development in downtown, and

3) Creating an approach and working to attract development projects downtown.

1. Pledge of Allegiance
2. Roll Call
 - A. Present: Becker, Board, Nowatka, Zimmermann, Wagner, Maas (joined at 6:10pm), & Lampe.
 - B. Virtual: Hurtgen, RINKA representatives, a resident
 - C. Absent: None
 - D. Other attendees: John Kadesh, Robert Stocks, a resident.
3. Determination of Quorum and Call to Order by Wagner at 6:02 pm
4. **Review/Approve:** Minutes of Previous Meetings – Aug 21, 2024
 - A. **Board motioned to approve.**
Nowatka seconded the motion. Motion carried unanimously.
5. Public Comment: None
6. Old Business:
 - A. Eric Mayne from RINKA presented an update on the Downtown River Corridor planning including items that had been discussed with the steering committee, such as further development of catalytic site concepts, and the historic timeline that will be included in the final report. Preliminary presentation to Plan Commission has been scheduled for October 14, 2024. Discussion followed.
 - B. Mason Becker gave an update on the applications received for the Beltz Foundation Downtown Grant.
 - a. The Drafty Cellar completed their project, will be able to schedule check presentation in the near future.
 - b. Amber Yelk signed a lease for property on Main Street and will start the buildout and receive a check from the Grant.
 - c. One other applicant has been asked to re-work their application.
 - C. 111 S Water St: Mason shared he and Mayor McFarland met with a developer again earlier today. This was their second meeting about the parcel. They are looking at a multifamily residential proposal. More information to come.
7. New Business:

- A. The administrator of West Bend confirmed the RDA board members will visit the downtown river area and gather additional information on September 30, 2024, at 4pm.

Nowatka motioned to approve

Board seconded the motion. Motion carried unanimously.

8. Status Reports:

- A. Becker shared a brief recap on a completed home rehab project, and that he is working with Thrive to move along several other applications.
- B. Copy of the latest social media report was shared. Wagner and Hurtgen are working on further messaging concepts.
- C. Zimmermann and Becker will be going to Sign Art Studio on October 17, 2024, to view the completed panels for the Bentzin historic wall art and plaques. Becker also shared that several updated plaques are forthcoming as well as a new one honoring Bertram Beltz.
- D. Lampe and Board discussed Tuesday night's Common Council meeting, including a proposed smoking ordinance and an update on the city's budget, as well as the vote on the city's employee health insurance plan.
- E. Executive Director Update
 - a. Lampe commented he would like more discussion on marketing at the next meeting. Also, a recap presentation of the West Bend visit.
 - b. October meeting needs to be rescheduled. Mason will send out a doodle poll.
 - c. Reminder, the RINKA preliminary presentation to the Common Council has now changed to the Plan Commission on 10/14/24.

9. Adjournment at 6:55 pm

Nowatka motioned to adjourn.

Board seconded the motion. Motion carried unanimously.

Meeting adjourned.

**City of Watertown
Public Works Commission Meeting
September 24, 2024**

Agenda

1. Call to Order by Alder Board at 5:30 PM. Alders Bartz, Wetzel, and Board, and Commissioner Thompson present.
Also present were Andrew Beyer, Public Works Director; Peter Hartz, Water Systems Manager; citizens Robert and Sarah Stocks; Jon Butt of Mead-Hunt; unidentified caller and “Ryan” by ZOOM.
2. Comments and Suggestions from Citizens Present
 - A. None received.
3. Review and Approve Minutes
 - A. Public Works Commission minutes from August 27, 2024
 - i. Motion by Bartz, supported by Thompson, to approve minutes as corrected.
Motion carried unanimously.
 - B. Public Works Commission minutes from September 10, 2024
 - i. Motion by Thompson, supported by Wetzel, to approve minutes as corrected.
Motion carried unanimously.
4. Business
 - A. Review and take possible action: 2024 Biosolids Dryer Project update & presentation by Mead-Hunt.

Peter Hartz, Water Systems Manager, presented an update on the Biosolids Dryer project and introduced Jon Butt, Project Manager for Mead & Hunt. Mr. Butt presented the findings of his firm regarding sludge drying at the Water Systems facility.

Mr. Hunt reviewed four options: a Typical Dryer; an All-Electric Option; a Bio Dryer; and Super Critical Water Operation. The recommendation of Mead & Hunt was the single Electric Dryer with a planning budget of \$10 million.

Motion by Board, supported by Bartz, to accept the recommendation of Mead Hunt for a single All Electric Dryer and that the Water Systems Manager pursue a contract proposal for engineering and project management for the project.

Passed unanimously
 - B. Review and take action: Approve license agreement between city of Watertown and Verizon Wireless for equipment located on the O’Connell Water Tower (Cellular site MDG ID 5000097398).

Motion by Thompson, supported by Wetzel, to approve the license agreement between the city of Watertown and Verizon Wireless for equipment located on the O’Connell Water Tower (Cellular site MDG ID 500097398), and that a resolution be forwarded to the city council. Approved unanimously.

- C. Review and take action: Approve planned service agreement from Johnson Controls for the water and wastewater HVAC computerized control system.

Motion by Wetzel, supported by Thompson to approve the planned service agreement from Johnson Controls for the water and wastewater HVAC computerized control system.

Approved unanimously.

- D. Review and take possible action: Award Rock River Ridge Phase I Construction Inspection Contract.

Motion by Thompson, supported by Bartz, to award the Rock River Phase 1 Construction Inspection Contract to Ruekert Mielke in the amount of \$43,654.

Approved unanimously.

5. Adjournment

- A. Motion by Bartz, seconded by Wetzel to adjourn. Motion carried unanimously.

Meeting closed at 6:43 PM.

Respectfully submitted by Steve Board, chair.

PAYROLL SUMMARIES

For the Period of: 9/4/2024 9/17/2024

Section 9, Item A.

Department	Employees FT PT	Regular Hours	Overtime Hours	Overtime Costs this Pay Period	Y-T-D Overtime Costs	Overtime Budget	Total Payroll
Police	54 1	4,256.00	251.00	12,860.52	169,071.42	114,000.00	166,470.24
Fire	26 2	3,002.75	205.50	7,788.37	101,840.71	150,000.00	89,641.41
Municipal Court	1 1	100.00	-	-	-	-	3,102.48
Mayor	1 -	80.00	-	-	-	-	3,425.85
Bldg. Inspection	3 3	296.50	-	-	-	1,000.00	10,174.12
Attorney	2 1	220.00	-	-	-	-	7,614.40
Finance	9 -	512.50	-	-	1,385.10	1,500.00	15,382.62
Media	1 2	110.25	-	-	-	-	2,896.53
Administration	3 2	316.00	-	-	-	-	10,238.72
Engineering	4 1	333.75	-	-	-	-	9,495.71
Health	9 2	713.50	-	-	-	10,500.00	24,023.43
Library	7 15	1,044.00	1.00	29.76	260.83	-	24,340.46
Municipal Building	1 -	80.00	0.50	17.43	993.53	1,000.00	1,876.63
Solid Waste	7 -	560.00	-	-	894.62	3,000.00	13,921.20
Street	21 1	1,732.12	3.75	-	13,697.17	39,200.00	50,838.58
Park	8 1	720.00	7.00	273.03	5,646.16	18,000.00	18,369.83
Forestry	2 -	160.00	-	-	-	-	4,382.40
Park/Rec Admin	7 1	603.25	-	-	-	400.00	17,751.71
Recreation and Pools	- 32	288.50	-	-	1,674.40	500.00	3,708.20
Wastewater	10 -	843.12	0.25	24.04	8,597.10	18,000.00	24,830.57
Water Dept.	10 -	788.25	5.25	185.77	8,517.03	23,500.00	25,377.24
Crossing Guards	- 10	132.00	-	-	-	-	1,485.00
Police Reserve	- 7	46.25	-	-	-	-	738.84
Alderspersons (2nd PR)	- 9	9.00	-	-	-	-	4,756.68
TOTALS	186 FT 91 PT	16,947.74	474.25	21,178.92	312,902.21	380,600.00	534,842.85

**ORDINANCE TO
AMEND SECTION 136-11 RESPONSIBILITIES OF THE CITY OF
WATERTOWN GENERAL ORDINANCES**

**SPONSOR: MAYOR MCFARLAND
FROM: FINANCE COMMITTEE**

THE COMMON COUNCIL OF THE CITY OF WATERTOWN DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 136-11 “Responsibilities” is hereby amended to read and include as follows:

- A. The office of the City Attorney shall be under the supervision of the City Attorney. The City Attorney shall be responsible for the conduct of all legal services of the City and shall serve as legal advisor ~~of to~~ the Common Council, the Mayor and all departments and officers of the City. The City Attorney, however, shall not be responsible for matters covered by insurance company counsel, labor negotiations and related labor law matters or bonding matters. The City Attorney shall be in charge of the prosecution of all cases arising out of the violation of the provisions of the City ordinances. The City Attorney shall represent the City in matters in which the municipality is interested before any court or tribunal and shall perform such other duties as may be required by the Mayor or Common Council. It shall be the duty of the City Attorney to call to the attention of the Mayor and Common Council all matters of law affecting the City.
- B. Informed Consent
 - (1) Pursuant to this section, the Common Council provides informed consent for the Office of the City Attorney to share information regarding the Office’s representation of the City, including the identity of the City as a client and information which may not be available to the public at the time of release, to the extent necessary for the purpose of consulting and collaborating with other municipal attorneys or legal counsel representing other governmental jurisdictions or other public or private organization or parties, for the benefit of the City. This informed consent includes but is not limited to participation with legal listservs, joint meetings or conferences with other attorneys, and individual consultations with other attorneys with expertise in the subject matter or legal interests similar to those of the City.
 - (2) This section shall not provide informed consent for the Office of the City Attorney to release confidential information relating to the representation of the City where communication of information would disadvantage the City’s legal position or where communication of the information is likely to result in that information being conveyed to a party that is adverse to the City in the particular matter related to the information or to that party’s legal counsel. In its sole discretion, the Common Council may establish additional restrictions or conditions related to its informed consent pursuant to this section.
 - (3) In specific instances where the Office of the City Attorney deems it necessary to seek more specific informed consent regarding communication of information due to the requirements of subsection (2) or due to other obligations of the City Attorney under

the rules of professional conduct for attorneys or to other factors or circumstances, the City Attorney may seek such informed consent from the Mayor and the Mayor may, in their sole judgment, determine whether such informed consent may be provided on behalf of the City.

- (4) The City Attorney shall include a written reminder of this section and the informed consent provided pursuant to it in the City Attorney's orientation of newly elected and appointed members of the Common Council.

C. Public Nuisance Authority.

- a. The City Attorney is authorized to commence and prosecute public nuisance actions on behalf of the City under Wis. Stat. Ch. 823, if the following occurs:
 - i. The City Attorney provides written notice to the Mayor and Common Council of the intent to file a nuisance action. This written notice will include a description of the nuisance, why action is necessary, and a reminder of the fifteen (15) day time limit in this ordinance to request Common Council consideration of a resolution.
 - ii. If the Mayor or any member of the Common Council wishes to have the matter considered by resolution of the Common Council, they shall, within fifteen (15) days of receipt of the notice from the City Attorney, provide a written request for such a resolution to the City Attorney.
 - iii. If there is a request for a resolution, the City Attorney shall draft a resolution (sponsored by the person requesting the same) requesting authorization to commence the nuisance action. This resolution is to be considered immediately at the next scheduled Common Council Meeting.
 - iv. If the City Attorney does not receive a request for a resolution within fifteen (15) days of receipt of the City Attorney's notice, the City Attorney does not need to obtain a resolution and is authorized to commence and prosecute the nuisance action as authorized under Wis. Stat. Ch. 823.

D. Additional Authority

- a. The City Attorney is authorized to take all necessary and appropriate actions with regard to the defense of claims and other matters against the City, including coordination with insurance defense counsel as required and the execution of settlement agreements that do not require the expenditure or receipt by the City of more than \$5,000.00, without specific or further authorization to do so. The City Attorney will report any settlement agreements to the finance committee within 30 days of entering into the agreement.
- b. The City Attorney, in their discretion, is authorized upon a request from another unit of government to render aid, assistance and advice to that unit of government provided doing so will not conflict with the City Attorney's duties and responsibilities to the City of Watertown.

SECTION 2. All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed.

SECTION 3. This ordinance shall take effect and be in force the day after its passage and publication.

DATE:	September 17, 2024		October 1, 2024	
READING:	1ST		2ND	
	YES	NO	YES	NO
DAVIS				
LAMPE				
BOARD				
BARTZ				
BLANKE				
SMITH				
SCHMID				
WETZEL				
MOLDENHAUER				
MAYOR MCFARLAND				
TOTAL				

ADOPTED October 1, 2024

CITY CLERK

APPROVED October 1, 2024

MAYOR

MEMO

City Attorney's Office

To: **Mayor Emily McFarland and Common Council Members**

From: **Steven T. Chesebro**

Date: **August 15, 2024**

Subject: **Informed Consent for Communications of Legal Counsel and Other Updates to Watertown Ordinance Section 136-11**

Background

The American Bar Association Ethics and Professional Responsibility Committee has published an opinion that the use of professional listservs without obtaining informed consent could result in a violation of a City Attorney's ethical obligations as the Attorney's client may be readily identifiable. Based on the ABA opinion, input of State Bar of Wisconsin staff as well as other municipal attorneys, I request that the Common Council consider providing its informed consent to allow the City Attorney to communicate information related to its representation of the City to other attorneys when such communication benefits the City and does not disadvantage the City's legal position. In preparing the amendment to Section 136-11 to provide the informed consent, four other changes are proposed. These are each areas included in in other community codes which would provide clarification and could benefit the City. The second amendment creates a clear process for addressing public nuisance and filing of lawsuits on behalf of the City. The third amendment addresses authority to settle claims on behalf of the City. The fourth amendment requires the City Attorney to notify the Mayor and Common Council of relevant matters of law. The fifth amendment authorizes the City Attorney to assist or advise other municipalities provided that doing so does not conflict with the duties and obligations owed to the City of Watertown.

Attached is a proposed draft amendment to Section 136-11 Responsibilities of Attorney. First the proposed ordinance creates Section 136-11(B) to address the informed consent topic. It has long been a common practice for attorneys, as well as municipal attorneys throughout Wisconsin, to engage in communications with other attorneys who have expertise in specific legal matters. This collaboration may take the form of questions posted on a listserv sponsored by the League of Municipalities or the State Bar of Wisconsin, presentations or conversations at various conferences or meetings, or one-on-one conversations with individual attorneys who may have encountered similar legal issues or may be involved in litigation similar to matters being handled by the City Attorney.

MEMO

Granting this informed consent would assist the City Attorney by allowing them to continue collaborating with and benefiting from the experience and expertise of other attorneys. It also would protect the City Attorney from potential complaints filed with the Office of Lawyer Regulation alleging that they have violated one of our rules of professional conduct. The informed consent established by the ordinance amendment may be revisited and/or revoked at any time.

The proposed ordinance creates Section 136-11(C) to address public nuisance lawsuits. Currently when public nuisance exists which are not cured after a citation is issued, a meeting is held with Building Safety and Zoning, the City Attorney and the Mayor's office to discuss the details of that building and whether to proceed with prosecution through Circuit Court or what other options may be available. This may result in following up with a committee for additional advice or recommendations. With the creation of Section C, a memo would be provided to the Mayor and all City Council Members should a situation arise where the City Attorney believes a nuisance action should be filed in court. The Mayor or any alderperson would then be able to request the matter be added as a closed session matter to the next City Council Agenda should additional information be desired. If no request is made the City Attorney would be authorized to proceed with filing the nuisance action. This would provide additional information to elected officials regarding public nuisances and what is being done to address them. It also clearly designates a process should it be needed for authorizing filing a public nuisance claim on behalf of the City.

The proposed ordinance creates Section 136-11(D) to address the City's process for settling claims. Currently any claims against the City are scheduled on the Finance Committee agenda and then the Common Council Agenda for settlement approval. This delays negotiations and settlement of some matters by typically at least 3 weeks and sometimes longer. Finance Committee has recently approved modifying this policy to have staff assist in resolving some claims and reporting back to the Finance Committee at least quarterly on the outcomes of those claims. The proposed language would permit the City Attorney to negotiate any claim which results in the City receiving or paying up to \$5,000. It should be noted that this may permit the City Attorney to negotiate settlements for substantially more than \$5,000 if covered by insurance and would only result in the City paying a \$5,000 deductible. The City Attorney is obligated to report any settled matters to the Finance Committee within 30 days of entering into a settlement agreement.

The fourth amendment provides a clear directive to the City Attorney to notify the Common Council and Mayor regarding relevant legal matters. This could be a change in the law, someone's misstatement of relevant laws, or providing updates regarding legal claims against the City.

MEMO

The fifth amendment while not directly benefiting the City, does build good will among other communities in Wisconsin which then are more likely to assist and help the City should it be needed in the future. Given that it would be minor assistance to other communities and would not interfere with the duties of the City Attorney, the potential benefit would likely exceed the cost.

Budget Goal

Modernizes City Code and policies.

Financial Impact

Informed Consent Amendment: Saves \$3,000 - \$5,000 per year in consulting fees, potentially more in providing notice to avoid claims or address other pending topics in the legal community.

Public Nuisance Lawsuits Amendment: No Financial Impact as Council will be given a chance to approve or deny the filing of lawsuits. The section will simplify and clarify the process for initiating a lawsuit on behalf of the City.

Settlement Authority Amendment: No Financial Impact as discretion used to settle cases will be the same recommendation previously provided. May reduce time to resolve case resulting in quicker payment to residents or receipt of settlement funds. If abused by future City Attorney, Finance Committee would be made aware of and could address excessive settlements.

Recommendation

Approve Ordinance to amend Section 136-11 as presented.



MEMO

TO: Parks, Recreation, and Forestry Commission
 FROM: Kristine Butteris, Director of Parks, Recreation, & Forestry
 DATE: August 7, 2024 (REVISED)
 RE: Smoking Ordinance

Commission Members,

The Parks, Recreation, and Forestry Department along with the Health Department are seeking your review and a recommendation for Common Council to approve the revised smoking ordinance 410-56(A).

We are requesting this ordinance have one adjustment made to the proposed revision where 25 feet will be struck and replaced with 50 feet. According to UW Population Health Sciences, July 2019, secondhand smoke is detected at 23 feet from the source and irritation levels begin at 13 feet from the source. We felt it best to extend to 50 feet.

Among all the health concerns with smoking, Parks is also affected by the remnants of a cigarette. It takes approximately 10 years for cigarette butts to begin breaking down.

We are asking that you positively recommend this ordinance change.

**ORDINANCE TO
AMEND SECTION 410-56(A) SMOKING IN PROHIBITED PLACES, OF
THE CITY OF WATERTOWN GENERAL ORDINANCES**

**SPONSOR: ALD. JONATHAN LAMPE
FROM: PARKS, RECREATION, AND FORESTRY COMMISSION**

THE COMMON COUNCIL OF THE CITY OF WATERTOWN DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 410-56(A), Smoking in Prohibited Places is hereby amended to read and include as follows:

A. Definitions. As used in this section, the following terms shall have the meanings indicated:

(1) PERSON IN CHARGE

- (a) The person, or his or her agent, who ultimately controls, governs or directs the activities aboard a public conveyance or at a location where smoking is prohibited or regulated under this section.

(2) PROHIBITED PLACE

- (a) Any place or location in the City of Watertown as described in § 101.123(2)(a), (d) and (e), Wis. Stats.
- (b) Within 25 feet of the following public Park and Recreation Areas, except as specified by agreement or special event permit between the City and a private entity.
 - i. Playgrounds
 - ii. Enclosed, open-air and temporary structures
 - iii. Sports fields, courts and complexes
 - iv. Picnic areas
 - v. Disc golf courses
 - vi. Piers/kayak launches
 - vii. Community gardens
 - viii. Dog-walk areas
 - ix. Heating and air conditioning intakes or vents
 - x. Swimming pools and water features
 - xi. Stages, performance areas and permanent and temporary event seating

(3) SMOKING

- (a+) "Smoking" includes burning or holding, or inhaling or exhaling smoke from, any of the following items containing tobacco:
 - (ia) A lighted cigar.
 - (iib) A lighted cigarette.
 - (iiie) A lighted pipe.
 - (ivd) Any other lighted smoking equipment.

(b2) "Smoking" also includes using an electronic smoking device. "Electronic smoking device" means an electronic device that can be used to deliver an inhaled dose of nicotine, or any other substance intended for human consumption that may be used by a person to simulate smoking through inhalation of vapor or aerosol from the product. It includes any such device whether manufactured, distributed, marketed or sold as an electronic cigarette, commonly known as e-cigarettes; an electronic cigar; an electronic cigarillo; an electronic pipe; an electronic hookah; vape pen; or any other product name or descriptor.

SECTION 2. All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed.

SECTION 3. This ordinance shall take effect and be in force April 15, 2025.

DATE:	September 17, 2024		October 1, 2024	
READING:	1ST		2ND	
	YES	NO	YES	NO
DAVIS				
LAMPE				
BOARD				
BARTZ				
BLANKE				
SMITH				
SCHMID				
WETZEL				
MOLDENHAUER				
MAYOR MCFARLAND				
TOTAL				

ADOPTED October 1, 2024

CITY CLERK

APPROVED October 1, 2024

MAYOR

MEMO

Public Works Department

To: Mayor McFarland and Common Council Members

From: Andrew Beyer, P.E.

Date: September 26, 2024

Subject: Downtown Watertown Traffic Study and 2028 Main Street
Reconstruction: Evaluating the Conversion of Third and Fourth Streets to Two-Way
Traffic

Background

In 2022, the Downtown Main Street Reconstruction Task Force recommended adding bump-outs at several intersections along Main Street, including Third and Fourth Streets, as part of the Wisconsin Department of Transportation's (WisDOT) 2028 Main Street Reconstruction Project. The Task Force also suggested a traffic study to assess the feasibility of converting one-way streets to two-way traffic in the downtown area. WisDOT later analyzed the potential for bump-outs at these intersections if Third and Fourth Streets were converted to two-way traffic. Their findings indicated that bump-outs would not be feasible due to insufficient turning radii for trucks. However, the bump-outs would work if the streets remained one-way.

In 2024, the City of Watertown allocated funds for the downtown traffic study, which was awarded to raSmith through a Qualification Based Selection process. Preliminary analysis from raSmith confirmed WisDOT's conclusion that converting Third and Fourth Streets to two-way traffic would require the removal of the proposed bump-outs. Despite this, raSmith's research showed that the intersections would still function acceptably for traffic flow under two-way traffic, with potential economic and safety benefits from the conversion. Traffic count data also revealed a significant decline in volumes since the early 1990s, suggesting surplus capacity for future growth.

In August 2024, both the Downtown Main Street Reconstruction Task Force and the Public Works Commission reviewed the findings. They recommended removing the bump-outs to allow for the possible conversion of Third and Fourth Streets to two-way traffic as part of the 2028 reconstruction project. In September 2024, the Public Safety & Welfare Committee reviewed the findings and approved a draft ordinance, which would convert Third Street and Fourth Street to two-way traffic between Madison Street and Western Avenue. The draft ordinance would go into effect in 2028 in conjunction with the WisDOT Downtown Main Street Reconstruction Project from Church Street to Market Street.

MEMO

Budget Goal

1. Proactively maintains and improves our parks and infrastructure in an effort to ensure quality, safety and compliance
5. Promotes and fosters innovative approaches for community development and growth

Financial Impact

Infrastructure expenses to be placed in 2028 budget. Conversion to two-way traffic may have positive economic benefits to businesses.

Recommendation

Repeal §500-5 One-way streets and alleys of the following streets to take effect in 2028:

Name of Street	Location	Direction of Travel
Fourth Street {Amended by Ord. No. 72-36}	From Western Ave. to Madison St.	North
Third Street {Amended by Ord. No. 72-36}	From Madison St. to Western Ave.	South

**ORDINANCE TO
REPEAL A PORTION OF SECTION 500-5, ONE-WAY STREETS AND
ALLEYS OF CHAPTER 500 TRAFFIC CODE OF THE CITY OF
WATERTOWN**

**SPONSOR: ALDERPERSON DAVIS
FROM: PUBLIC SAFETY & WELFARE COMMITTEE**

**WITH FULL SUPPORT FROM: PUBLIC WORKS COMMISSION AND
THE DOWNTOWN MAIN STREET RECONSTRUCTION TASK FORCE**

THE COMMON COUNCIL OF THE CITY OF WATERTOWN DOES ORDAIN AS
FOLLOWS:

SECTION 1. Section 500-5 One-Way Streets and Alleys is hereby amended as follows:

§ 500-5**One-way streets and alleys.**

One-way streets and alleys are designated as follows:

Name of Street	Location	Direction of Travel
Unnamed driveway [Added by Ord. No. 75-33]	350 feet north of Bernard Street on the east side of South Church Street	West
Unnamed driveway [Added by Ord. No. 82-2]	520 feet north of Bernard Street on the west side of South Church Street	West
Unnamed driveway	325 feet north of the bridge crossing the Rock River on South Church Street, on the east side of South Church Street	East
Division Street [Added by Ord. No. 79-28]	At the intersection with North Fourth Street, on the south access from the east curbline of North Fourth Street a distance of 140 feet	East
Division Street [Added by Ord. No. 79-28]	At the intersection with North Fourth Street, on the north access from the east curbline of North Fourth Street east a distance of 110 feet	West
East Division Street [Added by Ord. No. 91-98]	From North Fourth Street to North Second Street	West
East Madison Street [Amended by Ord. No. 94-41]	From North Eighth Street to North Sixth Street	West
Eighth Street	From Western Avenue to Main Street	North
Fourth Street [Amended by Ord. No. 72-36]	From Western Avenue to Madison Street	North
Jones Street	From Fourth Street to Eighth Street	East

Name of Street	Location	Direction of Travel
[Amended by Ord. No. 72-36]		
Ninth Street [Repealed 1-19-2021 by Ord. No. 21-02]		
North Fifth Street [Amended by Ord. No. 85-26; Ord. No. 94-41]	From Cole Street to Madison Street	South
North Ninth Street	From a point 150 feet north of the north line of Main Street to Jones Street	North
North Seventh Street [Added by Ord. No. 74-49]	Between Main Street and Madison Street	North
North Tenth Street	From Jones Street to Main Street	South
Riverside Park lower terrace	Between Anne and Hill Streets	North
Riverside Park upper terrace	Between Anne and Hill Streets	South
Sixth Street [Amended by Ord. No. 94-41]	From East Madison Street to East Division Street	North
Sixth Street [Amended by Ord. No. 94-41]	From Western Avenue to Jefferson Street	North
South Fifth Street [Amended by Ord. No. 85-26; Ord. No. 94-41]	From Jefferson Street to Western Avenue	South
South Second Street [Amended by Ord. No. 85-25; Ord. No. 94-41; repealed by Ord. No. 15-38]		
South Seventh Street [Added by Ord. No. 79-37; amended by Ord. No. 94-41]	From Jefferson Street to Western Avenue	South
Third Street [Amended by Ord. No. 72-36]	From Madison Street to Western Avenue	South
West Division Street [Added by Ord. No. 92-43]	From Fremont Street to West Main Street	West

SECTION 2. All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed.

SECTION 3. This ordinance shall take effect and be in force on November 1, 2028.

DATE:	October 1, 2024		October 15, 2024	
READING:	1ST		2ND	
	YES	NO	YES	NO
DAVIS				
LAMPE				
BOARD				
BARTZ				
BLANKE				
SMITH				
SCHMID				
WETZEL				
MOLDENHAUER				
MAYOR MCFARLAND				
TOTAL				

ADOPTED October 15, 2024

CITY CLERK

APPROVED October 15, 2024

MAYOR

**RESOLUTION FOR
VERIZON WIRELESS CELLULAR SITE MDG: 5000097398
LICENSE AGREEMENT ON THE O’CONNELL WATER TOWER**

**SPONSOR: ALDERPERSON BOARD
FROM: PUBLIC WORKS COMMITTEE**

WHEREAS, the City of Watertown Water Utility has several lease agreements with cellular providers for their equipment on our water towers; and,

WHEREAS, Verizon Wireless has applied for and been approved to perform upgrades to their equipment located on top of the O’Connell water tower; and,

WHEREAS, Verizon Wireless upgrades also include a new lease and terms in the agreement and has been approved by their team and the City legal team; and,

WHEREAS, Verizon Wireless and / or their sub-contractors are liable and responsible to cover inspections costs and subsequent repairs for any and all damage (paint coatings, ground ruts, concrete cracks, ladder integrity, railing integrity, and/or other items not listed) that may occur to the O’Connell water tower as explained in the lease terms; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF WATERTOWN, WISCONSIN: that the proper City Official be and are hereby authorized to enter into the lease agreement and equipment upgrades performed by Verizon Wireless and or all their sub-contractors. Said agreement, Verizon Wireless: Site Name MDG: 5000097398 is attached to this resolution.

	YES	NO
DAVIS		
LAMPE		
BOARD		
BARTZ		
BLANKE		
SMITH		
SCHMID		
WETZEL		
MOLDENHAUER		
MAYOR MCFARLAND		
TOTAL		

ADOPTED October 1, 2024

CITY CLERK

APPROVED October 1, 2024

MAYOR

Verizon Site: O'Connell St. WT
MDG ID: 5000097398

Execution Ver

Section 11, Item A.

AMENDED AND RESTATED WATER TOWER LICENSE AGREEMENT

This Amended and Restated Water Tower License Agreement (“**Agreement**”) is entered into as of the date of the last signature below (“**Effective Date**”), by and between the City of Watertown, Wisconsin (“**Watertown**”), acting in its capacity as a municipal utility and whose water department office is located at 800 Hoffmann Drive, Watertown, WI 53094, and Cellco Partnership, d/b/a Verizon Wireless (“**Licensee**”) with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920. Watertown and Licensee are at times collectively referred to as the “**Parties**” or individually as the “**Party**.”

RECITALS

The following recitals form a substantive part of this Agreement:

- A. Watertown owns a water tower (“**Tower**”) and real estate located at 509 O’Connell Street, Watertown, WI 53094 (“**Property**”), as more particularly described on **Exhibit A** and depicted on the site survey attached as **Exhibit B**.
- B. The Parties, and/or their predecessors in interest, entered that certain Tower/Land Lease Agreement between the Watertown Water Commission and PrimeCo Personal Communications, L.P. dated November 20, 1997, as amended by a First Amendment to Tower/Land Lease Agreement dated December 13, 2011 (“**Lease**”), which expired on December 1, 2023.
- C. The Lease authorized Licensee to place certain communications equipment and related facilities on the Tower and on certain land space near the base of the Tower (“**Existing Facilities**”).
- D. The Parties desire to amend and restate the Lease to, among other things, extend the term and permit Licensee to maintain its Existing Facilities on the Property.

AGREEMENT

The Parties agree as follows:

ARTICLE 1: LICENSE GRANTED

- 1.1 As of December 1, 2023 the Lease is terminated and is replaced and superseded by this Agreement.
- 1.2 Licensee’s Existing Facilities and any additional or replacement equipment or facilities approved pursuant to the terms of this Agreement are collectively referred to as the “**Communications Facilities**.”
- 1.3 Subject to the provisions of this Agreement, Watertown hereby grants to Licensee:

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MDG ID: 5000097398

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- 1.3.1 A revocable license authorizing Licensee to install, maintain, upgrade, and operate Licensee's Communications Facilities on the specific locations on the Tower ("**Tower Space**") shown on the drawings of the Existing Facilities and equipment inventory attached as **Exhibit C**.
 - 1.3.2 A revocable license authorizing Licensee to install, maintain, upgrade, and operate Licensee's Communications Facilities on an approximately 576 square-foot portion of the Property (the "**Land Space**"), as more particularly described on **Exhibit A** and depicted on the site survey attached as **Exhibit B**.
 - 1.3.3 A temporary non-exclusive "**Access Easement**" across the Property for ingress and egress to the Land Space in the location on the Property more particularly described on **Exhibit A** and depicted on the site survey attached as **Exhibit B**. The Access Easement shall automatically terminate upon the termination or expiration of this Agreement.
- 1.4 The Tower Space and Land Space are collectively referred to as the "**Premises**."

ARTICLE 2: TERM

- 2.1 The "**Initial Term**" of this Agreement shall commence on December 1, 2023 ("**Commencement Date**") and shall terminate on the fifth anniversary of the Commencement Date.
- 2.2 Provided that Licensee is not in default under this Agreement at the end of the Initial Term or any Renewal Term, this Agreement shall automatically be extended for three additional five-year terms (each, a "**Renewal Term**") unless Licensee notifies Watertown in writing of its intention to terminate this Agreement at least 90 days prior to the expiration of the then-current Term, in which case the Agreement shall terminate at the end of the Term during which such notice is given.
- 2.3 Either Party may terminate this Agreement at the end of the fourth and final Renewal Term by giving written notice to the other Party of its intention to terminate this Agreement at least 90 days prior to the expiration of the final Renewal Term. If neither Party has given such a notice to the other Party, then upon the expiration of the fourth and final Renewal Term, this Agreement shall continue in force upon the same covenants, terms, and conditions for an additional term of one year and for annual terms thereafter (each, an "**Annual Term**") until terminated by either Party by giving the other Party 60 days' written notice of its intention to terminate this Agreement at the end of the then-current Annual Term.
- 2.4 The Initial Term, each Renewal Term, and any Annual Terms are referred to collectively as the "**Term**."

ARTICLE 3: LICENSE FEE

- 3.1 Commencing on the Commencement Date, the annual "**License Fee**" shall be **\$36,643.96** payable in equal monthly installments of **\$3,053.66** in advance on or before the fifth day of each month. License fees for any partial months shall be prorated. Each year, on the

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MDG ID: 5000097398

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anniversary of the Commencement Date, the License Fee shall increase by three percent **(3.0%)** over the License Fee in effect the immediately preceding year.

- 3.2 Licensee shall pay the License Fee to Watertown at Attn: Water Utility Clerk, PO Box 477, Watertown, WI 53094 or to such other person, firm, or place as Watertown may, from time to time, designate in writing at least 30 days in advance of any License Fee payment due date by notice given in accordance with Article 17 below.
- 3.3 In the event Licensee fails to timely pay any sums due under this Agreement, Licensee shall pay to Watertown a late fee on the total payment due of three percent **(3.0%)** per month.

ARTICLE 4: DISCLAIMERS

- 4.1 Licensee acknowledges and agrees that Watertown has made no representations or warranties, express or implied, regarding the physical condition of the Property, Premises, or Access Easement; the suitability of the Property, Premises, Access Easement, or utilities for Licensee's desired purposes; or the state of title of the Property.
- 4.2 Licensee acknowledges and agrees that Licensee is experienced in land acquisition and premises development, that it has conducted or will conduct all necessary and appropriate inspections of the Property, and that Licensee accepts the Property, including the Access Easement, Premises, and all structures and utilities thereon, in ***"as-is, where-is, and with all faults"*** condition.
- 4.3 ***Watertown makes no warranties or representations regarding Licensee's exclusive use of the Property, Tower, or Access Easement; non-interference with Licensee's transmission operations; or that the Premises, Access Easement, or utilities serving the Premises are fit for Licensee's intended use, and all such warranties and representations are hereby disclaimed.***

ARTICLE 5: TAXES/NO LIENS

- 5.1 Licensee shall have the responsibility to pay any personal property taxes, assessments, or charges owed on the Property that are the result of Licensee's use of the Premises and/or the installation, maintenance, and operation of Licensee's Communications Facilities. Licensee shall be responsible for the payment of all taxes, levies, assessments, and other charges imposed upon the business conducted by Licensee at the Property.
- 5.2 If Watertown is required by law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a **"Tax"**) from Licensee with respect to the transactions contemplated by this Agreement, then Watertown shall bill such Tax to Licensee in the manner and for the amount required by law, Licensee shall promptly pay such billed amount of Tax to Watertown, and Watertown shall remit such Tax to the appropriate tax authorities as required by law; provided, however, that Watertown shall not bill to or otherwise attempt to collect from Licensee any Tax with respect to which Licensee has provided Watertown with an exemption certificate or other reasonable basis for relieving Watertown of its responsibility to collect such tax from Licensee. Except as provided in this Article 5, Watertown shall bear the costs of all Taxes that are assessed against or are otherwise the legal

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MDG ID: 5000097398

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responsibility of Watertown with respect to itself, its property, and the transactions contemplated by this Agreement. Licensee shall be responsible for all Taxes that are assessed against or are otherwise the legal responsibility of Licensee with respect to itself, its property, and the transactions contemplated by this Agreement.

- 5.3 Licensee shall have the right, at its sole cost and expense, to appeal, challenge, or seek modification of any tax assessment or billing for which Licensee is wholly or partly responsible to pay.
- 5.4 Licensee shall not permit any claim or lien to be placed against any part of the Property or Tower that arises out of work, labor, material, or supplies provided or supplied to Licensee, its contractors or their subcontractors for the installation, construction, operation, maintenance, or removal of the Communications Facilities or use of the Premises or Property. Upon 30 days' prior written notice from Watertown, Licensee shall cause any such claim or lien filed by any third party making a claim against, through, by, because of, or under Licensee to be discharged by bonding or letter of credit to give Watertown security to protect Watertown's interests from the claim or lien. If Licensee elects to obtain a bond, it shall be with a company authorized to provide bonds in Wisconsin.

ARTICLE 6: USE

- 6.1 Permitted Use. Licensee shall continuously use the Premises solely for the purpose of constructing, maintaining, repairing, and operating its Communications Facilities. All Communications Facilities shall be installed and maintained at Licensee's expense and shall be and remain the exclusive property of Licensee. Licensee shall not do or permit to be done in, to, on, or about the Property any act or thing which would violate, suspend, invalidate, or make inoperative any insurance pertaining to the Property or the Premises or any improvements thereto.
- 6.2 Compliance with Laws.
 - 6.2.1 Licensee, at its expense, shall diligently, faithfully, and promptly obey and comply with all federal, state, and local orders, rules, regulations, and laws (collectively, "**Laws**"), including all environmental laws and Federal Communications Commission ("**FCC**") and Federal Aviation Administration ("**FAA**") rules, that are applicable to operations conducted upon or above the Premises and including the applicable American National Standards Institute ("**ANSI**") "Safety Levels with respect to Human Exposure to Radio Frequency Electromagnetic Fields" as set forth in the current ANSI standard or any applicable FCC standard that supersedes this standard or any applicable Environmental Protection Agency rules or regulations that may hereinafter be adopted that supersede this standard. Licensee shall adhere to all Occupational Safety and Health Administration safety requirements that are applicable to Licensee's operations conducted upon or above the Property.
 - 6.2.2 Licensee shall neither do nor permit any act or omission that could cause the Premises or the use thereof to fall out of compliance with applicable Laws. Licensee shall provide to Watertown a copy of any written notice received by Licensee from any

Verizon Site: O'Connell St. WT
MDG ID: 5000097398

Section 11, Item A.

governing authority regarding non-compliance with any Law pertaining to Licensee's operations conducted upon or above the Premises within 30 days of Licensee's receipt of any such notice of non-compliance. Any fines or penalties imposed for improper or illegal installation or operation of any improvements on the Premises or for any other violation of Laws on the Premises shall be Licensee's sole responsibility.

- 6.3 Governmental Approvals. Licensee shall not install Communications Facilities on the Premises without first obtaining all necessary federal, state, and local governmental approvals and permits for such installation.
- 6.4 Utility Service. Licensee shall pay and be responsible for all utility services it uses on the Premises and all other costs and expenses in connection with the use, operation, and maintenance of the Premises and all activities conducted thereon. All utilities serving the Premises shall be underground, separately metered, and installed only in locations approved by Watertown. No backup generators shall be allowed to operate on the Premises unless they are powered by natural gas.
- 6.5 Advertisements. Licensee shall not advertise on the Property or on any structure on the Property, except for company identification as required by FCC regulation.
- 6.6 Damage During Installation. Any damage done to the Property, Tower, or surrounding land during installation, operation, maintenance, repair, or removal of the Communications Facilities that results from the action or inaction of Licensee or its contractors or their subcontractors or the presence of the Communications Facilities shall be immediately repaired at Licensee's expense and to Watertown's reasonable satisfaction. Licensee shall pay all costs and expenses in relation to maintaining the structural integrity of the Tower in connection with Licensee's installation and operation of the Communications Facilities.
- 6.7 Maintenance. Licensee shall be responsible for maintenance and security of the Land Space, Licensee's Communications Facilities, and the bituminous surface driveway installed by Licensee's predecessor in interest under the Lease and shall keep the same in good repair and condition during the Term of this Agreement.

ARTICLE 7: ACCESS

- 7.1 Licensee shall have 24/7 unsupervised access to the Communications Facilities located on the Land Space portion of the Premises. Licensee may have supervised access to the Communications Facilities inside or on the Tower by requesting access 48 hours in advance. For instances involving regular maintenance, Licensee shall request access to the Tower by calling **(920) 262-4075** between the hours of 7:00 a.m. and 2:00 p.m. If Licensee needs access to the Tower in an emergency, it shall give advance notice to Watertown as soon as reasonably possible by calling **(920) 261-6660**. Licensee shall reimburse Watertown for all costs Watertown incurs in sending its personnel to the Property and in supervising Licensee's Tower access.
- 7.2 Licensee shall be subject to all emergency operation plans adopted by Licensee applicable to the Tower. When accessing the Tower, Licensee's employees, contractors, and agents

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shall have proper identification. Licensee shall be responsible for maintaining a written record of the names of its employees, contractors, and agents who perform work on the Premises, the nature of the work performed, and the date and time such work is performed. Licensee shall make such records available to Watertown upon request.

ARTICLE 8: UPGRADE PROJECTS, MODIFICATIONS, REPAIR, & REPLACEMENT

8.1 Future Modifications.

8.1.1 Licensee shall not seek to add any additional Communications Facilities or make any other additions, alterations, or improvements to the Premises or Property ("**Modification Project**") without Watertown's prior written approval, which shall not be unreasonably withheld, conditioned, or delayed. Approval of a Modification Project may be subject to an increase in the License Fee and/or the Parties' entering into either an amendment to this Agreement or a replacement Agreement.

8.1.2 Licensee shall submit all of the following to Watertown in connection with its request for approval of a Modification Project:

8.1.2.1 *Application.* A complete and executed Antenna Site Application ("**Application**") on the form attached as **Exhibit D.**

8.1.2.2 *Deposit.* The required deposit, as set forth in the Application.

8.1.2.3 *Construction Drawings.* Detailed construction plans and drawings ("**Construction Drawings**") for all proposed improvements that are part of the Modification Project for Watertown's written approval, which approval must be obtained before Licensee may commence any construction or installation work on the Property.

8.1.2.4 *Engineering Study/Structural Analysis.* If the Modification Project will impact the Tower, an engineering study and structural analysis to determine whether the proposed installation of the Modification Project will adversely affect the structural integrity of the Tower. Licensee shall be permitted to terminate this Agreement by giving 30 days' written notice under Article 17 if the Modification Project does not pass the engineering study and structural analysis.

8.1.2.5 *Updated Site Survey.* If reasonably requested by Watertown, an updated site survey that reflects any proposed changes to the Land Space and/or Access Easement in connection with the Modification Project for Watertown's written approval.

8.2 Additional Project Requirements.

8.2.1 Licensee's installation of a future Modification Project shall be made at Licensee's sole expense and completed in a neat and workmanlike manner in accordance with

sound engineering practices; all applicable Laws; and in strict compliance with the approved Construction Drawings.

- 8.2.2 Within 30 days after installation of a Modification Project, Licensee shall provide to Watertown electronically formatted as-built drawings ("**As-Built Drawings**") documenting the Communications Facilities installed on the Property. The As-Built Drawings shall be reviewed and approved by the engineer of record, show the actual location of all of Licensee's Communications Facilities, and be accompanied by a complete and detailed inventory of all then-existing and newly installed Communications Facilities.
- 8.2.3 After installation of a Modification Project, Licensee shall address all punch-list items within 20 days after Licensee or its contractors receive the punch list from Watertown or Watertown's contractors. If Licensee fails to satisfactorily address all items on the punch list within the 20-day time period, Licensee shall pay to Watertown a fee of **\$100** for each day that Licensee has not completed its obligations under this Section 8.2.3.

8.3 Repair/Replacement Notice.

- 8.3.1 With the exception of emergencies, Licensee shall submit to Watertown advance written notice of the need for and the nature of any repair or maintenance of Licensee's existing Communications Facilities or the replacement of such facilities on a like-for-like basis, using the Antenna Site Service Notice form attached as **Exhibit E** ("**Service Notice**"). For the sake of clarity, "**like-for-like basis**" means that the existing Communications Facilities are replaced with Communications Facilities that are not greater in size (i.e., the dimensions are the same or smaller), weight, and number and that the new Communications Facilities are attached in the same manner as the then-existing Communications Facilities.
- 8.3.2 If Watertown objects to the Service Notice, Watertown shall notify Licensee in writing within two business days of its receipt of the Service Notice. Watertown's notice to Licensee shall specify in detail the objection and whether Licensee is authorized to proceed with the repair or replacement. Licensee may submit a revised Service Notice as often as necessary until approved by Watertown.
- 8.3.3 In the case of an emergency, Licensee shall provide written notice to Watertown describing the replacement or repair, as well as an explanation of the reason the repair or replacement constituted an emergency and did not require prior written notice to Watertown, with the written notice being transmitted by Licensee to Watertown within 24 hours following the emergency replacement or repair. As used in this Agreement, "**emergency**" shall be deemed to exist only in instances in which the emergency conditions constitute an immediate threat to the health or safety of the public or an immediate danger to the Tower, its operations, or the Licensee's Communications Facilities.

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- 8.4 Review/Inspection. As directed by Watertown, Watertown's technical consultant shall review and periodically inspect Licensee's Modification Project beginning with the pre-construction conference and continuing through installation, construction, punch list review, and verification of the post-construction As-Built Drawings. Before Licensee may energize its system (i.e., start-up), all items on the punch list must be substantially completed, as reasonably determined by Watertown.
- 8.5 Responsibility for Professional Costs. Licensee shall reimburse Watertown for all third-party professional costs, including legal and engineering fees, that Watertown reasonably incurs in connection with a Modification Project ("**Professional Costs**"). If the Professional Costs exceed the amount of any deposit made pursuant to the Application, Watertown will invoice Licensee for the additional Professional Costs incurred, which invoice shall be due and payable within 30 days of its receipt. If, upon completion of the Modification Project (including completion of any remedial work and verification of the post-construction As-Built Drawings), the Professional Costs are less than the amount of any deposit made pursuant to the Application, Watertown shall refund the unused portion of the deposit to Licensee.

ARTICLE 9: TOWER PAINTING & MAINTENANCE

- 9.1 Relocation of Communications Facilities. Licensee shall remove its Communications Facilities from the Tower, at Licensee's sole cost and expense, to allow for Tower painting, reconditioning, or similar major maintenance or repair work that Watertown, in its sole discretion, determines will require the removal of the Communications Facilities from the Tower ("**Major Maintenance Work**").
- 9.1.1 Watertown shall notify Licensee prior to the end of any calendar year during which Watertown has planned and budgeted for the Major Maintenance Work in the following year. After the contract for such work has been awarded, Watertown shall further notify Licensee when a preliminary schedule for the work has been established.
- 9.1.2 Licensee and Watertown shall cooperate to ensure that the removal of the Communications Facilities does not interfere with the Major Maintenance Work. Licensee shall cooperate with Watertown with respect to the Major Maintenance Work and will make its representatives available to attend meetings with Watertown or its contractors (and any other Tower users) related to such work.
- 9.1.3 If Licensee requires the use of a temporary pole or cell on wheels (collectively, "**Temporary Tower**"), Watertown shall permit Licensee, at Licensee's sole expense, to place a Temporary Tower on the Property in a location mutually agreed upon by Watertown and Licensee. Licensee shall cooperate with Watertown regarding the placement of the Temporary Tower on the Property. If the Property will not accommodate Licensee's Temporary Tower, it is Licensee's responsibility to locate alternative sites. If space on the Property is limited, priority will be given to the Tower user who has been using the site the longest.

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- 9.2 Communications Facilities Remain in Place. If Watertown, in its sole discretion, determines that it is reasonable to allow Licensee to keep all or any portion of the Communications Facilities in place during any maintenance or repair work, Licensee shall be responsible for all additional costs Watertown incurs due to the presence of the Communications Facilities on the tower during such work. Watertown will invoice Licensee for such additional costs, and Licensee shall pay such invoice within 30 days of its receipt. **Licensee agrees that it accepts any and all risk of damage to its Communications Facilities while the maintenance or repair work is being performed and that Watertown shall have no liability whatsoever for any such damage, regardless of the cause of such damage.**
- 9.3 Temporary Emergency Relocation. In case of an emergency that requires Watertown to remove Licensee's Communications Facilities, Watertown may do so after giving advance telephone notice to Licensee as soon as practical by calling (800) 852-2671. In the event the use of the Communications Facilities is interrupted, Licensee shall have the right to maintain a Temporary Tower on the Property in a location approved by Watertown. If the Property will not accommodate Licensee's Temporary Tower, it is Licensee's responsibility to locate alternative sites. If space on the Property is limited, priority will be given to the Tower user who has been using the site the longest.

ARTICLE 10: LIMITATION OF LIABILITY

- 10.1 Watertown reserves to itself the right to maintain, operate, and improve the Tower and Property in the manner that will best enable it to fulfill its water utility service requirements. Licensee agrees to use the Property and Tower at its sole risk. Notwithstanding the foregoing, Watertown shall exercise reasonable caution to avoid damaging Licensee's Communications Facilities and, if it is aware of or made aware of such damage, Watertown shall promptly report to Licensee the occurrence of any such damage caused by Watertown.
- 10.2 No provision of this Agreement is intended, nor shall it be construed, to be a waiver for any purpose of any provision of Wis. Stat. §§ 893.80, 345.05, or any other notice requirements, governmental immunities, or damages limitations that may apply to Watertown, its employees, officials, or agents.

ARTICLE 11: INDEMNIFICATION

- 11.1 Indemnification. Licensee shall defend, indemnify, and hold harmless Watertown and its officers, officials, employees, and agents ("**Indemnified Parties**") against any and all liability, costs, damages, fines, taxes, special charges by others, penalties, payments (including payments made by Watertown under any workers' compensation laws or under any plan for employee disability and death benefits), remediation costs, and expenses (including reasonable attorney's fees and all other costs and expenses of litigation) (each a "**Covered Claim**") that may be asserted by any person or entity and arise in any way (including any act, omission, failure, negligence, or willful misconduct) in connection with this Agreement or with the construction, maintenance, repair, presence, removal, or operation of the Communications Facilities by Licensee or anyone under the direction or control or acting on behalf of or at the invitation of Licensee (including subcontractors) except to the

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extent Watertown's negligence or willful misconduct solely gives rise to such Covered Claim.

11.2 Procedure for Indemnification. The following procedures shall apply to Licensee's indemnification obligations under both Articles 11 and 12:

11.2.1 Watertown shall give prompt written notice to Licensee of any claim or threatened claim, specifying the factual basis for such claim and the amount of the claim. If the claim relates to an action, suit, or proceeding filed by a third party against Watertown, Watertown shall notify Licensee no later than 15 days after Watertown receives written notice of the action, suit, or proceeding.

11.2.2 Watertown's failure to give the required notice shall not relieve Licensee of its obligation to indemnify Watertown unless, and only to the extent, that Licensee is materially prejudiced by such failure.

11.2.3 Licensee shall have the right at any time, by notice to Watertown, to participate in or assume control of the defense of the claim with counsel of its choice, which counsel must be reasonably acceptable to Watertown. Watertown agrees to cooperate fully with Licensee. If Licensee assumes control of the defense of any third-party claim, Watertown shall have the right to participate in the defense at its own expense. If Licensee does not assume control or otherwise participate in the defense of any third-party claim, Licensee shall be bound by the results obtained by Watertown with respect to the claim.

11.2.4 If Licensee assumes the defense of a third-party claim as described above, then in no event shall Watertown admit any liability with respect to, or settle, compromise, or discharge any third-party claim without Licensee's prior written consent.

11.2.5 Licensee shall take prompt action to defend and indemnify the Indemnified Parties against Covered Claims, actual or threatened, but in no event later than notice by Watertown to Licensee of the service of a notice, summons, complaint, petition, or other service of a process against an Indemnified Party alleging damage, injury, liability, or expenses attributed in any way to the Agreement; the work to be performed under this Agreement; or the acts, fault, negligence, equipment, materials, properties, facilities, personnel, or property of Licensee or anyone under its direction or control. Licensee shall defend any such claim or threatened claim, including as applicable, engagement of legal counsel, to respond to, defend, settle, or compromise any claim or threatened claim.

11.3 Costs. Licensee acknowledges and agrees that Licensee is responsible for reimbursing the Indemnified Parties for any and all costs and expenses (including attorneys' fees) reasonably and actually incurred in the enforcement of Articles 11 and 12.

ARTICLE 12: ENVIRONMENTAL

12.1 Licensee represents and warrants that its use of the Property will not generate any Hazardous Substances (defined below), that it will not store or dispose of on the Property or transport to

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or over the Property any Hazardous Substances, and that its Communications Facilities do not constitute or contain and will not generate any Hazardous Substances in violation of any Laws now or hereafter in effect, including any amendments. "**Hazardous Substance**" shall be interpreted broadly to mean any substance, material, chemical, or waste that now or hereafter is classified or considered to be hazardous or toxic waste, hazardous or toxic material, hazardous or toxic radioactive substance, or other similar term by any federal, state, or local laws, regulations, or rules now or hereafter in effect, including any amendments.

- 12.2 Licensee shall indemnify, defend, and hold harmless the Indemnified Parties from and against any and all claims that may be asserted against or incurred by an Indemnified Party or for which an Indemnified Party may be held liable, which are caused by the presence, use, generation, storage, treatment, disposal, or transportation of Hazardous Substances on, into, from, under, or about the Premises or Property by Licensee or anyone under the direction or control of or acting on behalf of or at the invitation of Licensee, specifically including, but not limited to, the cost of any required or necessary repair, restoration, remediation, cleanup, removal, or detoxification of the Premises or the Property and the preparation of any closure or other required plans, whether or not such action is required or necessary during the Term or after the expiration or termination of this Agreement, except only to the extent that Watertown's willful misconduct gives rise to such claim. Licensee shall otherwise not be liable or responsible for any environmental condition, including the release of Hazardous Substances, that existed before the Lease, or that otherwise does not result of the activities of Licensee or anyone under the direction or control of or acting on behalf of or at the invitation of Licensee.

ARTICLE 13: INSURANCE

- 13.1 Coverage. At all times during the Term of this Agreement and for as long as the any Communications Facilities remain on the Property, Licensee will carry, at its own cost and expense, the following insurance:
- 13.1.1 *Workers' Compensation and Employers' Liability Insurance*. Statutory workers' compensation benefits and employers' liability insurance policy with a limit of **\$1,000,000** each accident/disease. This policy shall include a waiver of subrogation in favor of Watertown.
- 13.1.2 *Commercial General Liability Insurance*. Commercial general liability policy with a limit of **\$9,000,000** per occurrence for bodily injury and property damage and **\$12,000,000** general aggregate including, without limitation, premises, operations, products and completed operations, personal and advertising injury, contractual liability coverage, and coverage for property damage from perils of explosion, collapse, or damage to underground utilities (commonly known as XCU coverage).
- 13.1.3 *Commercial Automobile Liability Insurance*. Commercial automobile liability policy in the amount of **\$11,000,000** combined single limit each accident for bodily injury or property damage covering all owned, hired, and non-owned autos and vehicles.

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- 13.1.4 *Property Insurance.* Property insurance on Licensee's facilities, buildings, and other improvements, including equipment, fixtures, fencing, or support systems that may be placed on, within, or around the Property to fully protect against hazards of fire, vandalism, and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as "extended coverage" insurance. This policy shall include a waiver of subrogation in favor of Watertown.
- 13.2 Additional Requirements. With respect to the policies of insurance Licensee is required to carry pursuant to Section 13.1:
- 13.2.1 Such insurance shall be primary coverage without reduction or right of offset or contribution on account of any insurance provided by Watertown to itself or its officials, officers, employees, or agents.
- 13.2.2 Watertown and its board members, departments, commissioners, officers, officials, and employees ("**City Parties**") shall be included as additional insureds as their interest may appear under this Agreement under all of the policies except for workers' compensation and employers' liability, which additional insured status shall be indicated on the certificate of insurance or in a blanket additional insured endorsement.
- 13.2.3 No policies of insurance required under this Article 13 shall contain provisions that exclude coverage of liability arising from excavating, collapse, or underground work or coverage for injuries to Watertown's employees or agents.
- 13.2.4 All policies (other than workers' compensation) shall be written on an occurrence and not a claims-made basis.
- 13.2.5 The insurer must be authorized to do business in the State of Wisconsin and have an A- or better rating in Best's Guide.
- 13.2.6 Upon execution of this Agreement and upon expiration or renewal of any liability policies required by this Agreement, Licensee shall submit to Watertown certificates of insurance evidencing the coverage required by this Agreement.
- 13.2.7 Licensee shall be fully responsible for any deductible amounts or for any deficiencies in the amounts of insurance maintained. Licensee shall defend, indemnify, and hold Watertown harmless from and against the payment of any deductible or any premium for Licensee's insurance policies.
- 13.3 Contractors' Insurance. Licensee shall ensure that all contractors and their subcontractors performing any work on the Property related to this Agreement obtain and maintain substantially the same coverage as required of Licensee with limits commensurate with the work or services to be provided. Prior to any such contractor or subcontractor performing any work on the Property, Licensee shall furnish Watertown with a certificate of insurance evidencing the required coverage.

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- 13.4 Waiver of Claims and Subrogation. Licensee hereby waives any and all rights of recovery, claim, action, or cause of action against Watertown for any loss or damage that may occur to the Communications Facilities, the Premises, or any improvements thereto, or any personal property located on the Premises, arising from any cause that (i) would be insured against under the terms of the property insurance Licensee is required to carry under this Article 13 or (b) is insured against under the terms of any property insurance actually carried by Tenant, regardless of whether the same is required hereunder. The foregoing waiver shall apply regardless of the cause or origin of such claim, including the negligence of Watertown or its agents, officers, employees, or contractors. The foregoing waiver shall not apply if it would have the effect, but only to the extent of such effect, of invalidating any insurance coverage of Licensee or Watertown.
- 13.5 Accident or Incident Reports. Licensee shall promptly furnish Watertown with copies of any accident or incident report(s) sent to Licensee's (or its contractor's or subcontractor's) insurance carriers concerning accidents or incidents on the Property or in connection with or as a result of performance of work under this Agreement.
- 13.6 No Limitation. Nothing contained in this Article 13 shall be construed as limiting the extent of either Party's responsibility for payment of damages resulting from that Party's activities under this Agreement or limiting, diminishing, or waiving Licensee's indemnification obligations under this Agreement.

ARTICLE 14: INTERFERENCE

- 14.1 Watertown reserves to itself the right to maintain, operate, and improve the Tower and Property in the manner that will best enable it to fulfill its water utility service requirements. Licensee agrees to use the Property and the Tower at its sole risk. Licensee's installation, operation, maintenance, and use of the Communications Facilities shall not damage or adversely interfere in any way with Watertown's communications equipment or its water utility operations, including the Tower and its related repair and maintenance activities.
- 14.2 Licensee agrees to install only equipment of the type and frequency that will not cause harmful interference measurable in accordance with then-existing industry standards to any equipment of Watertown (whenever installed) or the equipment of preexisting radio frequency users on the Property ("**Pre-Existing User**"), as long as those Pre-Existing Users operate and continue to operate within their respective frequencies and in accordance with all applicable Laws.
- 14.3 In the event any equipment installed by Licensee causes interference to Watertown's or a Pre-Existing User's equipment on the Property, and after Watertown has notified Licensee in writing of such interference, Licensee will immediately take all commercially reasonable steps necessary to correct and eliminate the interference, including, but not limited to, powering down such equipment and later powering up such equipment for intermittent testing.
- 14.4 Watertown agrees that each of its future agreements with other tenants, lessees, or licensees who currently or in the future have use of the Tower or the Property ("**Other Users**") shall

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contain a provision substantially the same as Section 14.2 above and that Watertown shall enforce such provisions in a nondiscriminatory manner with respect to all of the Other Users. Watertown further agrees that Watertown and its employees, contractors, and agents shall use reasonable efforts, consistent with Section 14.1 above, not to cause interference with the operation of the Communications Facilities.

- 14.5 The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Article 14 and, therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.
- 14.6 In addition to all other remedies available to Licensee, in the event the equipment or activities of then-existing Other Users or Watertown are causing interference to the Communications Facilities and such interference is not eliminated within seven calendar days after written notice to Watertown from Licensee, then Licensee shall have the right to terminate this Agreement.
- 14.7 For the purposes of this Agreement, “**interference**” may include, but is not limited to, any use of the Property that cause electronic interference with or physical obstruction to, or degradation of, the communications signals from the facilities of any permitted users of the Property.

ARTICLE 15: REMOVAL/BOND

- 15.1 Removal and Restoration. Upon termination or expiration of this Agreement, Licensee shall have 90 days to remove the Communications Facilities from the Premises (except underground utilities, which Licensee shall disconnect, and foundations, which shall be removed to a depth of four feet below grade) and shall restore the Tower and the Property to the condition they were in before Licensee's Communications Facilities were installed, ordinary wear and tear and loss by casualty or other causes beyond Licensee's control excepted, all at Licensee's sole cost and expense. Before removing any part of the Communications Facilities from the Tower upon termination or expiration of this Agreement, Licensee agrees on behalf of itself and its successors and assigns to provide Watertown with reasonable advance notice of its intentions to remove such facilities and agrees to coordinate such removal with Watertown.
- 15.2 Bond. On or before the Effective Date, Licensee shall provide to Watertown a bond with an entity and in a form satisfactory to the City Attorney for Watertown. The initial amount of the bond shall be **\$35,000**, it shall be renewed annually at an amount that is **3%** greater than the amount in the preceding year, and it shall be kept in full force so long as the Communications Facilities are on the Premises. The purpose of the bond is to ensure the removal of the Communications Facilities and the restoration of the Property at the termination or expiration of this Agreement.
- 15.3 Removal and Restoration by Watertown. In the event that Licensee fails to comply with the removal and restoration requirements of this Agreement, Watertown shall have the right, using its own personnel or a contractor, to perform such removal and restoration, and Licensee shall reimburse Watertown for Watertown's actual costs of such removal and

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restoration within 60 days of receiving an invoice therefor. If Licensee fails to reimburse Watertown within such 60-day period, then Watertown may go against the bond referenced in Section 15.2 above.

- 15.4 Holdover. In the event Watertown does not exercise its right of removal under Section 15.3 above and Licensee fails to completely remove the Communications Facilities from the Premises or fails to restore the Tower and Property as required, Licensee shall continue to pay to Watertown an amount equal to 150% of the License Fee in effect during the last month of the Term, prorated for each and every day of every month during which any part of the Communications Facilities remains on the Property or the restoration of the Tower and the Property remains unfinished. Whether or not any or all of the Communications Facilities are in use or functioning shall not be considered a factor when determining Licensee's payment obligations under this Section 15.4.

ARTICLE 16: ASSIGNMENT & SUBLICENSING

- 16.1 Licensee may not sublicense any part of the Premises.
- 16.2 Licensee may assign its interest in this Agreement to an Affiliate without Watertown's consent. All other assignments or transfers shall require Watertown's prior written consent. No assignment or transfer shall be valid until (i) Licensee gives Watertown written notice of the assignment or transfer (which notice shall contain the legal name and contact information for the assignee or transferee) and (ii) the assignee or transferee has agreed in writing to assume all of Licensee's obligations under this Agreement and a copy of such agreement has been provided to Watertown. Any assignment or transfer in violation of this Section 16.2 shall constitute a material default under this Agreement. For the purposes of this Article 16, an "**Affiliate**" is an entity controlled by, controlling, or under common control with Licensee ("**control**" being defined as the ownership, directly or indirectly, of at least 51% of the voting interest in an entity).
- 16.3 Notwithstanding any assignment by Licensee, Licensee will continue to be liable for all obligations of Licensee under this Agreement until released in writing by Watertown, unless the assignment is to an Affiliate. The consent by Watertown to any assignment will not relieve Licensee or any successor of Licensee from the obligation to obtain Watertown's written consent to any other assignment.

ARTICLE 17: NOTICES

- 17.1 All notices and demands hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, or sent overnight by nationally recognized commercial courier, addressed as follows:

If to Watertown:	City of Watertown Attn: City Clerk 106 Jones Street P.O. Box 477 Watertown, WI 53094
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With a copy to: Watertown Water Department
Attn: General Manager
800 Hoffmann Drive
P.O. Box 477
Watertown, WI 53094

If to Licensee: Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn: Network Real Estate

With a copy to: Basking Ridge Mail Hub
Attn: Legal Intake
One Verizon Way
Basking Ridge, NJ 07920

Additionally, Watertown shall provide courtesy copies of all notices to Licensee at ilwipropertymanagement@verizon.com and Licensee shall provide courtesy copies of all notices to Watertown at wttwater@watertownwi.gov. Courtesy copies of notices are for informational purposes only, and a failure to give courtesy copies of a notice will not be considered a failure to give notice under this Agreement.

Either Party may change its notice address or courtesy copy email address for purposes of this Agreement by giving to the other Party written notice of the address change using one of the methods set out in this Section 17.1.

- 17.2 Notice shall be effective upon actual receipt or refusal of delivery, as evidenced on the receipt obtained from the carrier.

ARTICLE 18: DEFAULT & REMEDIES

- 18.1 Default by Licensee. The following will be deemed a default by Licensee and a breach of this Agreement:

18.1.1 Licensee's failure to pay the License Fee or any other sums owed to Watertown if such amount remains unpaid for more than 15 days after receipt of written notice from Watertown of such failure to pay or

18.1.2 Licensee's failure to perform any other term or condition under this Agreement within 30 days after receipt of written notice from Watertown specifying the failure.

- 18.2 No failure by Licensee under Section 18.1.2, however, will be deemed to exist if Licensee has commenced to cure such default within such 30-day period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond Licensee's reasonable control.

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- 18.3 In the event of any uncured default by Licensee, in addition to all other rights and remedies available to Watertown at law, in equity, or under this Agreement, Watertown shall have the right to serve a written notice upon Licensee that Watertown elects to terminate this Agreement upon a specified date not less than 10 days but no more than 30 days after the date of serving such notice, and this Agreement shall terminate on the date so specified as if that date had been originally fixed as the termination date of the Term granted. In the event this Agreement is so terminated, Licensee shall promptly pay to Watertown a sum of money equal to the total of any unpaid amounts due under the Agreement, including the License Fee accrued through the date of termination.
- 18.4 Default by Watertown. The following will be deemed a default by Watertown and a breach of this Agreement:
- 18.4.1 Watertown's failure to provide access to the Premises within 48 hours of a request for access under Article 7.
- 18.4.2 Watertown's failure to perform any other term or condition under this Agreement within 30 days after receipt of written notice from Licensee specifying the failure.
- 18.5 No failure of Watertown under Section 18.4.2, however, will be deemed to exist if Watertown has commenced to cure the default within such 30-day period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond Watertown's reasonable control.
- 18.6 In the event of an uncured default by Watertown under Section 18.4.2, Licensee will have all rights and remedies available to it at law, in equity, or under this Agreement. However, Licensee's sole remedy for Watertown's failure to timely provide access under Section 18.4.1 shall be the right to seek specific performance.

ARTICLE 19: CASUALTY & DECOMMISSIONING

- 19.1 If the Tower is damaged for any reason, other than by reason of the willful misconduct or negligence of Licensee, its employees, contractors, or agents, so as to render it substantially unusable for Licensee's intended use, in Licensee's reasonable discretion, the License Fee shall abate until Watertown, at Watertown's expense and option, restores the Tower to its condition prior to such damage. If Watertown elects not to restore the Tower, it shall give Licensee written notice of such election and this Agreement shall immediately terminate.
- 19.2 If Licensee is unable to install a Temporary Tower or its functional equivalent in a mutually agreed-upon location for Licensee's use during the Tower repairs or Watertown does not begin repairs within 60 days following the date the Tower was damaged, Licensee shall have the right to terminate this Agreement by giving Watertown written notice thereof, as long as Licensee has not resumed operations upon the Property.
- 19.3 Watertown, in its absolute discretion, may decommission and dismantle the Tower at any time. Watertown shall give Licensee no less than 180 days' prior written notice of the date by which Licensee's Communications Facilities must be removed from the Property in

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accordance with Article 15. This Agreement will terminate at the end of the 180-day notice period (or at a different time, if both Parties agree to such termination date in writing).

ARTICLE 20: ADDITIONAL PROVISIONS

- 20.1 Municipal Authority. Nothing contained in this Agreement shall be construed to waive any obligation or requirement of Licensee to obtain all necessary approvals, licenses, and permits (if any) from the City of Watertown in accordance with its ordinances and usual practices and procedures, nor limit or affect in any way the right or authority of the City of Watertown to approve or reasonably disapprove any plans or specifications or to impose reasonable limitations, restrictions, and requirements as a condition of any such approval, license, or permit.
- 20.2 Condemnation. If a condemning authority takes all of the Premises, or a portion sufficient, in Licensee's reasonable determination, to render the Premises unsuitable for the use which Licensee was then making of the Premises, this Agreement shall terminate on the date title vests in the condemning authority.
- 20.3 Work Performed by Watertown. Any work performed or service provided by Watertown, the cost of which is Licensee's responsibility under this Agreement, shall be charged out at Watertown's annually adopted fully loaded labor rate ("**Labor Rate**") and transportation rate ("**Transportation Rate**"), which rates shall include a charge for administrative and general costs. Watertown will invoice Licensee for such costs, which invoice shall be due and payable within 30 days of its receipt. Upon Licensee's request, Watertown will provide Licensee with documentation of Watertown's Labor Rate and Transportation Rate for the then-current year.
- 20.4 Recording; Further Assurances. Contemporaneous with the execution of this Agreement, Watertown and Licensee agree to execute a memorandum of this Agreement substantially in the form attached as **Exhibit F**, which Licensee shall record with the appropriate recording officer, at Licensee's sole expense, within 30 days of the Effective Date. Licensee shall promptly provide a copy of the recorded document to Watertown. Watertown and Licensee agree, as part of the basis of their bargain for this Agreement, to cooperate fully in executing any and all documents necessary to correct any factual or legal errors, omissions, or mistakes, and to take any and all additional action that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
- 20.5 Binding Upon Execution. The Parties agree that this Agreement is not binding on either Party until fully executed.
- 20.6 Subordination. Licensee agrees that this Agreement will be subject and subordinate to any mortgage or deed of trust now or hereafter placed upon the Property and to all modifications, renewals, replacements, or extensions thereto, and to all present and future advances made with respect to such mortgages or deeds of trust. In addition, Licensee agrees to attorn to the mortgagee, trustee, or beneficiary, or purchaser under any such mortgage or deed of trust provided, however, as a condition precedent to Licensee being required to subordinate its interest in this Agreement to any future mortgage covering the Tower, Watertown shall use

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commercially reasonable efforts to obtain for Licensee's benefit a non-disturbance and attornment agreement from the lender. Licensee will promptly execute and deliver to Watertown any certificate that Watertown may reasonably request to confirm this subordination.

- 20.7 Survival. The provisions of the Agreement relating to indemnification and removal of Licensee's Communications Facilities shall survive the termination or expiration of this Agreement. Additionally, any provisions of this Agreement that require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.
- 20.8 Governing Law. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Wisconsin, without regard to its conflict of law provisions.
- 20.9 Interpretation. This Agreement is the result of negotiation by the Parties and each Party had the opportunity to consult legal counsel with respect to this Agreement prior to execution. Nothing in this Agreement or any amendment or exhibit to it shall be construed more strictly for or against either Party because that Party or its attorney drafted this Agreement or any portion of it.
- 20.10 Entire Agreement. This Agreement, including its recitals and exhibits, contains all agreements, promises, and understandings between Watertown and Licensee with respect to the subject matter of this Agreement, and no verbal or oral agreements, promises, or understandings shall be binding upon either Watertown or Licensee in any dispute, controversy, or proceeding at law.
- 20.11 Amendment. Any amendment or modification of this Agreement shall be void and ineffective unless made in writing and signed by both Parties.
- 20.12 Severability. If any section, subsection, term, or provision of this Agreement or the application thereof to any party or circumstance is, to any extent, held invalid or unenforceable, the remainder of the section, subsection, term, or provision of the Agreement or the application of the same to parties or circumstances other than those to which it was held invalid or unenforceable, will not be affected thereby and each remaining section, subsection, term, or provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.
- 20.13 Headings. The headings of articles, sections, and subsections are for convenient reference only and will not be deemed to limit, construe, affect, modify, or alter the meanings of the articles, sections, or subsections.
- 20.14 Time of the Essence. Time is of the essence with respect to all of Licensee's obligations under this Agreement.
- 20.15 No Waiver. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not

Verizon Site: O'Connell St. WT
MDG ID: 5000097398

Section 11, Item A.

waive such rights, and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

- 20.16 Successors. The provisions, covenants, and conditions of this Agreement shall bind and inure to the benefit of the legal representatives, successors, and assigns of each of the Parties, except that no assignment by Licensee shall vest any right in the assignee unless all of the requirements set forth in Section 16.2 have been satisfied.
- 20.17 Counterparts. This Agreement may be executed in several counterparts, each of which when so executed and delivered shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or same counterpart. Furthermore, the Parties may execute and deliver this Agreement by electronic means, such as .pdf, DocuSign, or similar format. The Parties agree that delivery of this Agreement by electronic means will have the same force and effect as delivery of original signatures and that the Parties may use such electronic signatures as evidence of the execution and delivery of the Agreement to the same extent as an original signature.

The Parties have formed this Agreement as of the Effective Date.

[SIGNATURE PAGES FOLLOW]

Verizon Site: O'Connell St. WT
MDG ID: 5000097398

Section 11, Item A.

**CITY OF WATERTOWN, WISCONSIN
ACTING IN ITS CAPACITY AS A MUNICIPAL UTILITY**

By: _____

Name: Emily McFarland

Title: Mayor

Date: _____

Attest:

By: _____

Name: Megan Dunneisen

Title: City Clerk

Date: _____

[ADDITIONAL SIGNATURE PAGE FOLLOWS]

Verizon Site: O’Connell St. WT
MDG ID: 5000097398

**LICENSEE:
CELLCO PARTNERSHIP
D/B/A VERIZON WIRELESS**

By:

DocuSigned by:

Bryce Walker

56DC76649AD9413

Print Name: Bryce walker

Title: Sr. Director of Network Engineering

Date: Sep 17, 2024

EXHIBIT A**LEGAL DESCRIPTIONS OF PROPERTY, LAND SPACE, AND ACCESS EASEMENT****Property**

THE EAST 72 FEET OF LOT 1, THE WEST 10 FEET OF LOT 8, THE EAST 72 FEET OF THE NORTH 25 FEET OF LOT 2 AND THE WEST 10 FEET OF THE NORTH 25 FEET OF LOT 7, ALL IN BLOCK 17 OF THE ORIGINAL PLAT – WEST SIDE OF ROCK RIVER OF THE CITY OF WATERTOWN, JEFFERSON COUNTY, WISCONSIN.

Land Space

Being a part of Lot One (1), Block Seventeen (17) of the Original Plat, West Side of Rock River of the City of Watertown, located in the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section Four (4), Township Eight (8) North, Range Fifteen (15) East, City of Watertown, Jefferson County, Wisconsin containing 576 square feet (0.013 acres) of land and being described by:

Commencing at the northwest corner of said Block 17, said point being at the intersection of the east line of N. Warren Street and the south line of O'Connell Street; thence S86°-24'-40"E 104.95 feet along the south line of said O'Connell Street; thence S03°-35'-20"W 31.81 feet to the point of beginning; thence S86°-32'-06"E 20.38 feet; thence S03°-27'-54"W 8.68 feet; thence S86°-32'-06"E 6.10 feet; thence S03°-27'-54"W 6.10 feet; thence N86°-32'-06"W 3.52 feet; thence S54°-33'-27"W 10.02 feet; thence S03°-27'-54"W 7.79 feet; thence N86°-32'-06"W 15.16 feet; thence N03°-27'-54"E 28.87 feet to the point of beginning. Being subject to any and all easements and restrictions of record.

Access Easement

Being a part of Lot One (1) and Lot Eight (8), Block Seventeen (17) of the Original Plat, West Side of Rock River of the City of Watertown, located in the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section Four (4), Township Eight (8) North, Range Fifteen (15) East, City of Watertown, Jefferson County, Wisconsin containing 616 square feet (0.014 acres) of land and being described by:

Commencing at the northwest corner of said Block 17, said point being at the intersection of the east line of N. Warren Street and the south line of O'Connell Street; thence S86°-24'-40"E 104.95 feet along the south line of said O'Connell Street; thence S03°-35'-20"W 31.81 feet; thence S86°-32'-06"E 3.53 feet to the point of beginning; thence N03°-27'-54"E 2.56 feet; thence S86°-18'-02"E 10.20 feet to the beginning of a curve to the left; thence northeasterly 11.78 feet along the arc of said curve to the left having a radius of 7.50 feet and a chord which bears N48°-42'-14"E 10.60 feet; thence N03°-41'-58"E 21.78 feet to a point on the south line of O'Connell Street; thence S86°-24'-40"E 15.00 feet along said south line of O'Connell Street; thence S03°-41'-58"W 21.81 feet to the beginning of a curve to the right; thence southwesterly 21.98 feet along the arc of said curve to the right having a radius of 22.50 feet and a chord which bears S31°-41'-12"W 21.11 feet; thence N86°-32'-06"W 5.89 feet; thence N03°-27'-54"E 8.68 feet; thence N86°-32'-06"W 16.85 feet to the point of beginning. Being subject to any and all easements and restrictions of record.

EXHIBIT B
SITE SURVEY

BEARINGS REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM (NAD83/2011) - SOUTH ZONE AND THE NORTH LINE OF BLOCK 17, ORIGINAL PLAT OF THE CITY OF WATERTOWN, WHICH BEARS: S86°-24'-40"E

N. WARREN STREET
(PUBLIC ROADWAY)

O'CONNELL STREET
(PUBLIC ROADWAY)

6' 6"

CENTERLINE

ASPHALT ROADWAY

VAULT

#71-4860

B.O.C.

#00-31091

B.O.C.

#00-08705

#00-08715

S86°-24'-40"E RIGHT OF WAY LINE

CONCRETE SIDEWALK

104.95'

RIGHT OF WAY LINE

POINT OF COMMENCEMENT
NW CORNER,
BLOCK 17

PARCEL NO.:
291-0815-0422-083
PROPERTY OWNER:
CINDY SEAGER

LOT 1

EXISTING CHAIN
LINK FENCE

RETAINING
WALL

ASPHALT
DRIVE

PARCEL NO.:
291-0815-0422-073
PROPERTY OWNER:
NICOLE JOHNSTONE

LOT 8

PARCEL NO.:
291-0815-0422-082
PROPERTY OWNER:
WATERTOWN WATER COMMISSION

PARCEL NO.:
291-0815-0422-081
PROPERTY OWNER:
ALLEN ZIELKE

LOT 2

BLOCK 17
WEST SIDE OF ROCK RIVER
OF THE CITY OF WATERTOWN

LOT 7

-LEGEND-

- = 1" X 18" IRON PIPE SET
- = 1" IRON PIPE FOUND
- ⊕ = EXISTING POWER POLE
- ⊞ = ELECTRIC METER
- ⊞ = FIBER OPTIC VAULT
- ⊞ = TELEPHONE PEDESTAL
- ⊞ = GAS METER
- ⊞ = WATER VALVE
- ⊞ = GROUNDING PORT
- ⊞ = CONDUIT
- ⊞ = METAL POST
- DPL — DPL — = OVERHEAD ELECTRIC
- T/E — T/E — = BURIED ELEC. & TELE.
- T — T — = BURIED TELEPHONE
- E — E — = BURIED ELECTRIC
- G — G — = BURIED GAS LINE
- W — W — = WATER MAIN
- — — — = PROPERTY LINE
- = EXISTING CEDAR TREE

CALL DIGGERS HOTLINE TOLL FREE

K9000242-8511

OPERATES 24 HOURS A DAY 365 DAYS A YEAR



CALL BEFORE
YOU DIG

48 HOURS BEFORE
YOU DIG

GRAPHIC SCALE

1 inch = 20 ft.

0 10 20 40

-VICINITY MAP-



EXISTING WATER TOWER

LATITUDE: 43°-11'-44.71"

LONGITUDE: 88°-43'-49.56"

(Per North American Datum of 83/2011)

Ground Elevation: 862.9'

(Per North American Vertical Datum of 1988)

SURVEY NOTES:

-THE LOCATION OF THE EXISTING UTILITIES, AS SHOWN ON THIS PLAN, ARE APPROXIMATE ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ACTUAL LOCATION AND DEPTH OF ALL EXISTING UTILITIES. THE OWNER AND THE SURVEYOR SHALL NOT BE RESPONSIBLE FOR ANY OMISSION OR VARIATION FROM THE LOCATION SHOWN.

-DIGGERS HOTLINE TICKET NO. 20240305284.

-PRIVATE UTILITIES MARKED ON 1-29-2024.

-THIS IS NOT A BOUNDARY SURVEY OF THE PARENT PARCEL. THIS SURVEY REPRESENTS THE LEASE AREA AND EASEMENTS ONLY.

-ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD MAPS, THE EXISTING TELECOMMUNICATIONS SITE IS LOCATED IN ZONE "X", FIRM PANEL NO. 55055C0078F, DATED FEBRUARY 4 2015, AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. ZONE "X" IS DESIGNATED AS: "AREA OF MINIMAL FLOOD HAZARD".

-THE SUBJECT PROPERTY SHOWN HEREON LIES WITHIN UNSHADED FLOOD ZONE X, AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR JEFFERSON COUNTY, WISCONSIN, ON FLOOD INSURANCE RATE MAP PANEL NUMBER 55055C0078F, DATED FEBRUARY 4, 2015.

WETLAND NOTE:

-THE PRESENCE AND LOCATION OF WETLANDS HAS NOT BEEN DETERMINED ON THIS PROPERTY. WETLANDS SHOULD ONLY BE DETERMINED BY ACTUAL FIELD DELINEATION PERFORMED BY A QUALIFIED WETLAND SPECIALIST.



SURVEYOR'S CERTIFICATE

I, Craig A. Keach, Professional Land Surveyor of Meridian Surveying, LLC., certify that I have surveyed the described property and that the map shown is a true and accurate representation thereof to the best of my knowledge and belief.

Dated this 30th day of APRIL, 2024.

Craig A. Keach
WISCONSIN PROFESSIONAL LAND SURVEYOR
Craig A. Keach, S-2333

SURVEYED FOR:



624 Water Street
Prairie du Sac, WI 53578
608.644.1449 voice
608.644.1549 fax
www.edgeconsult.com

Section 11, Item A.

SURVEYED FOR:



1515 WOODFIELD ROAD
SUITE 1400
SCHAUMBURG, IL 60173

MERIDIAN

SURVEYING, LLC

N9637 Friendship Drive Office: 920-993-0881
Kaukauna, WI 54130 Fax: 920-273-6037

SITE NAME:

O'CONNELL ST. WT

SITE NUMBER:

14-3405

SITE ADDRESS:

509 O'CONNELL STREET
WATERTOWN, WI 53094

PROPERTY OWNER:

WATERTOWN WATER COMMISSION
PO BOX 477
WATERTOWN, WI 53094

PARCEL NO.: 291-0815-0422-082

ZONED: X

DEED REFERENCE: DOC. NO. 931582

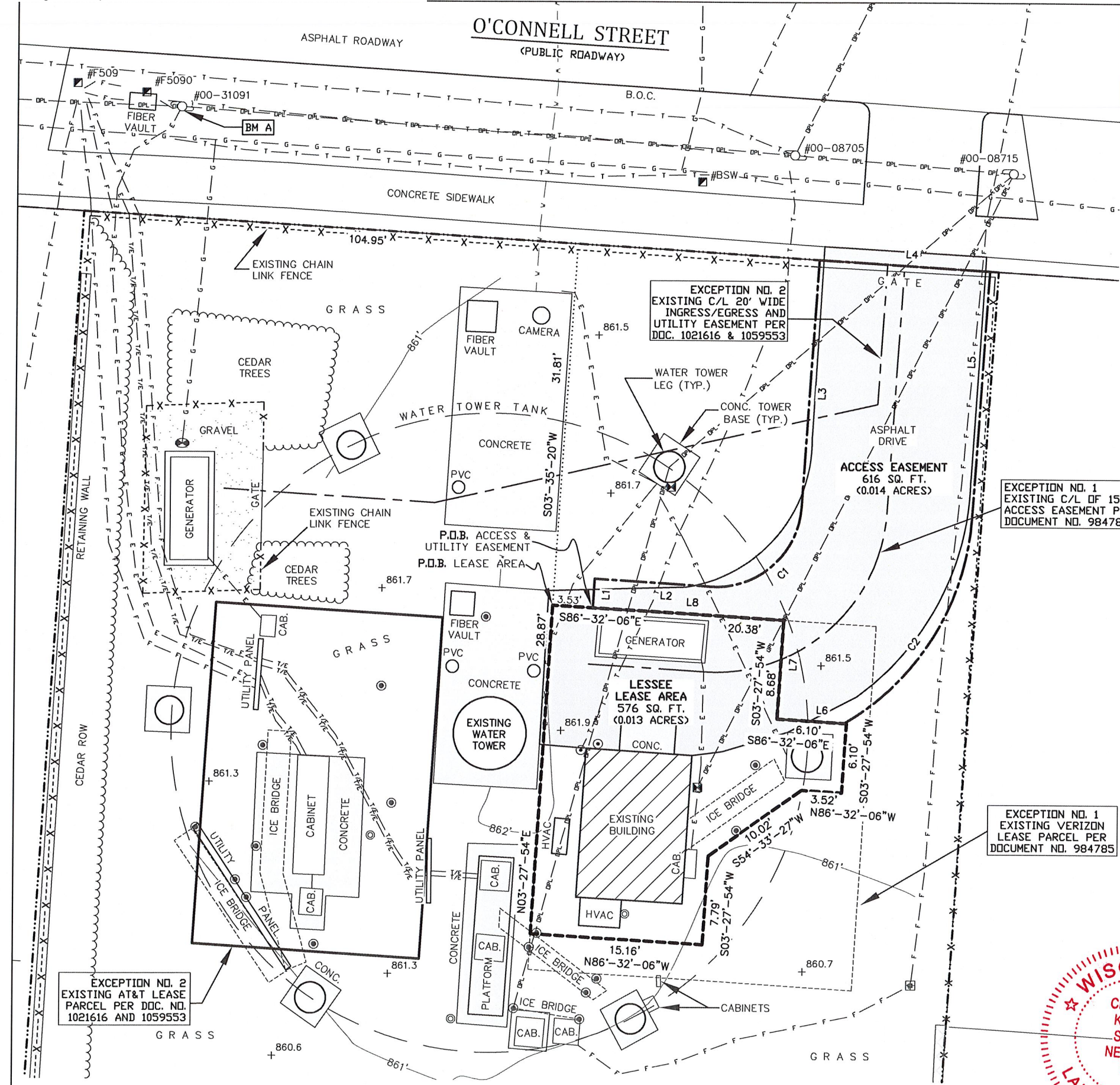
LEASE EXHIBIT

FOR

VERIZON WIRELESS PERSONAL
COMMUNICATIONS LP d/b/a VERIZON WIRELESS
BEING A PART OF THE NW1/4 OF THE
NW1/4, SECTION 4, T.8N., R.15E.,
CITY OF WATERTOWN,
JEFFERSON COUNTY, WISCONSIN

NO.	DATE	DESCRIPTION	BY
4	4-30-24	Revised Easement Text	JD
3	4-8-24	Added Lease and Easement	JD
2	2-23-24	Added Title Report	KR
1	1-30-24	Preliminary Survey	JD

DRAWN BY: J.D.	FIELD WORK DATE: 1-29-24
CHECKED BY: C.A.K.	FIELD BOOK: X
JOB NO.: 15135	SHEET 1 OF 3

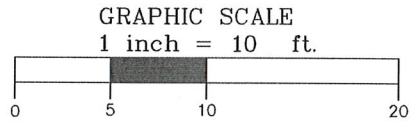


CURVE TABLE					
CURVE	RADIUS	LENGTH	CENTRAL ANGLE	CHORD BEARING	CHORD
C1	7.50'	11.78	089°-58'-58"	N48°-42'-14"E	10.60'
C2	22.50'	21.98	055°-57'-36"	S31°-41'-12"W	21.11'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N03°-27'-54"E	2.56'
L2	S86°-18'-02"E	10.20'
L3	N03°-41'-58"E	21.78'
L4	S86°-24'-40"E	15.00'
L5	S03°-41'-58"W	21.81'
L6	N86°-32'-06"W	5.89'
L7	N03°-27'-54"E	8.68'
L8	N86°-32'-06"W	16.85'

- LEGEND—
- = 1" X 18" IRON PIPE SET
 - = 1" IRON PIPE FOUND
 - ⊕ = EXISTING POWER POLE
 - ⊞ = ELECTRIC METER
 - ⊞ = FIBER OPTIC VAULT
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BEARINGS REFERENCED TO THE WISCONSIN STATE
PLANE COORDINATE SYSTEM (NAD83/2011) —
SOUTH ZONE AND THE NORTH LINE OF BLOCK 17,
ORIGINAL PLAT OF THE CITY OF WATERTOWN,
WHICH BEARS: S86°-24'-40"E



SURVEYOR'S CERTIFICATE
I, Craig A. Keach, Professional Land Surveyor
of Meridian Surveying, LLC., certify that I have surveyed the
described property and that the map shown is a true and accurate
representation thereof to the best of my knowledge and belief.

Dated this 30th day of APRIL, 2024.



WISCONSIN PROFESSIONAL LAND SURVEYOR
Craig A. Keach, S-2333

SURVEYED FOR:

Edge
Consulting Engineers, Inc.
624 Water Street
Prairie du Sac, WI 53578
608.644.1449 voice
608.644.1549 fax
www.edgeconsult.com

SURVEYED FOR:

verizon
1515 WOODFIELD ROAD
SUITE 1400
SCHAUMBURG, IL 60173

MERIDIAN
SURVEYING, LLC
N9637 Friendship Drive Office: 920-993-0881
Kaukauna, WI 54130 Fax: 920-273-6037

SITE NAME:
O'CONNELL ST. WT

SITE NUMBER:
14-3405

SITE ADDRESS:
509 O'CONNELL STREET
WATERTOWN, WI 53094

PROPERTY OWNER:
WATERTOWN WATER COMMISSION
PO BOX 477
WATERTOWN, WI 53094

PARCEL NO.: 291-0815-0422-082

ZONED: X

DEED REFERENCE: DOC. NO. 931582

LEASE EXHIBIT
FOR
VERIZON WIRELESS PERSONAL
COMMUNICATIONS LP d/b/a VERIZON WIRELESS
BEING A PART OF THE NW1/4 OF THE
NW1/4, SECTION 4, T.8N., R.15E.,
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DRAWN BY: J.D.	FIELD WORK DATE: 1-29-24
CHECKED BY: C.A.K.	FIELD BOOK: X
JOB NO.: 15135	SHEET 2 OF 3

BENCHMARK INFORMATION
SITE BENCHMARK: (BM A)
SET RAILROAD SPIKE IN EAST FACE OF POWER
POLE #00-31091; ±1' ABOVE GROUND LEVEL
ELEVATION: 860.33'

LESSEE LEASE AREA

Being a part of Lot One (1), Block Seventeen (17) of the Original Plat, West Side of Rock River of the City of Watertown, located in the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section Four (4), Township Eight (8) North, Range Fifteen (15) East, City of Watertown, Jefferson County, Wisconsin containing 576 square feet (0.013 acres) of land and being described by:

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Being a part of Lot One (1) and Lot Eight (8), Block Seventeen (17) of the Original Plat, West Side of Rock River of the City of Watertown, located in the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section Four (4), Township Eight (8) North, Range Fifteen (15) East, City of Watertown, Jefferson County, Wisconsin containing 616 square feet (0.014 acres) of land and being described by:

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PARENT PARCEL

The East 72 feet of Lot 1, the West 10 feet of Lot 8, the East 72 feet of the North 25 feet of Lot 2, and the West 10 feet of the North 25 feet of Lot 7, all in Block 17 of the original plat - West side of Rock River of the City of Watertown, Jefferson County, Wisconsin.

Tax Key: 29-108-1504-2208-082

Address: 509 O'Connell Street

TITLE REPORT REVIEW

TITLE REPORT: Chicago Title Company

REPORT NO.: CO-14819

DATED: February 20, 2024

FEE SIMPLE TITLE VESTED IN: Watertown Water Commission

NOTE: THE STATEMENT OF APPLICABILITY REFERS TO THE LEASE SITE AND ANY EASEMENTS PERTINENT THEREUNTO WHERE SPECIFIC ENCUMBRANCES AFFECT THE LEASE SITE AND/OR A PERTINENT EASEMENT, THEY ARE IDENTIFIED AS SUCH.

- (1) Attachment "C" PCS Site Agreement Memorandum of Agreement between Watertown Water Commission and Primeco Personal Communications, L.P. recorded December 22, 1997 as Document No. 984785. **Does apply and is plotted and shown.**
- (2) Memorandum of Lease between Watertown Water Commission and Indus, Inc. recorded July 8, 1999 as Document No. 1021616. **Does apply and is plotted and shown.** Notice of Lease Assignment to TeleCorp Realty, LLC dated March 12, 2001, recorded June 27, 2001 as Document No. 1059553.
- (3) Memorandum of Option Agreement between Watertown Water Commission and Sprint Spectrum L.P. recorded August 4, 1999 as Document No. 1023226. **Does apply but is blanket in nature and cannot be plotted.**
- (4) Conditional Use Permit recorded February 18, 2014 as Document No. 1339656. **Does apply but is not a survey related matter.**



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PARCEL NO.: 291-0815-0422-082

ZONED: x

DEED REFERENCE: DOC. NO. 931582

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VERIZON WIRELESS PERSONAL
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BEING A PART OF THE NW1/4 OF THE
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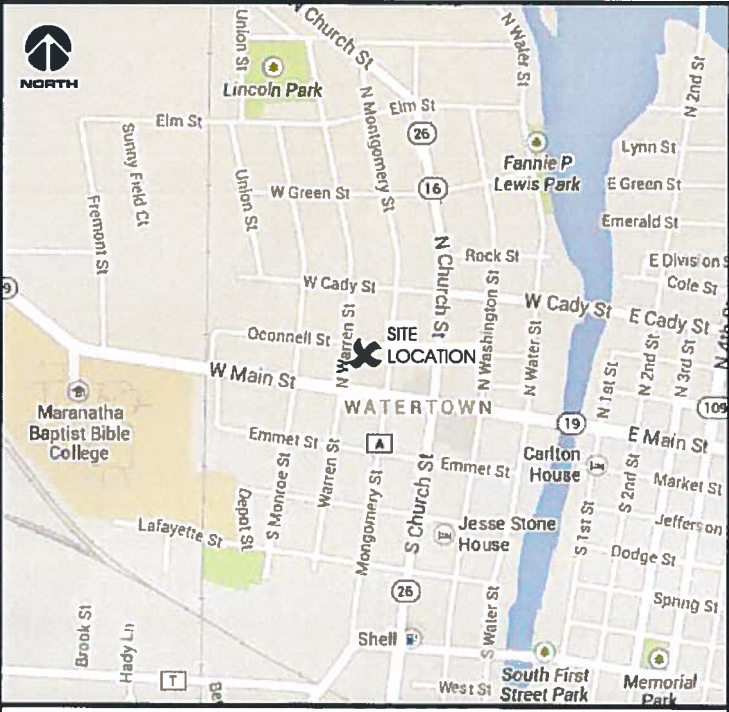
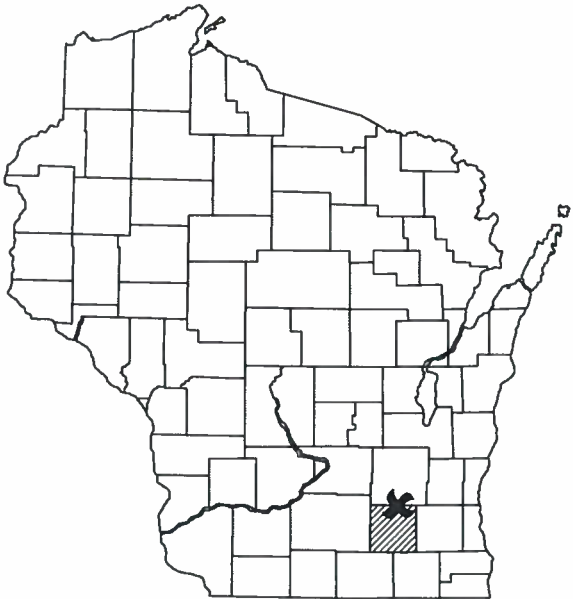
EXHIBIT C

DRAWINGS OF EXISTING FACILITIES AND EQUIPMENT INVENTORY

**[Attached in accordance with
Section 1.3.1 of the Agreement]**



VERIZON WIRELESS
O'CONNELL ST WT [113541]
WATERTOWN, WISCONSIN
AWS ANTENNA MOD DRAWINGS
150' WATER TOWER
NOVEMBER 2013



SITE LOCATION MAPS



SHEET INDEX:

NO.:	PAGE TITLE:
T-1	TITLE SHEET
C-1	COMPOUND PLAN
C-2	EQUIP. SHELTER INTERIOR
A-1	TOWER ELEVATION
A-2	ANTENNA CONFIGURATION
A-3	ANTENNA CONFIGURATION
A-4	ROOFTOP RAILING PLAN
A-5	INSTALLATION DETAILS
A-6	COAX DETAILS

PROJECT DESCRIPTION:

PROJECT TYPE: ±150' WATER TOWER
PRO. ANTENNA C/L: 130'-6" ABOVE T.O.C. (VERIFY WITH ECR)
ANTENNAS: 6 EXIST. PCS ANT. TO BE REMOVED (VERIFY WITH ECR)
3 EXISTING LTE ANT. TO BE REMOVED (VERIFY WITH ECR)
3 PRO. AWS/LTE ANT. (VERIFY WITH ECR)
3 PRO. PCS ANT. (VERIFY WITH ECR)

COAX LINES: 12 EXIST. 1-5/8" LINES TO REMAIN (VERIFY WITH ECR)
1 PRO. AWS/LTE HYBRID CABLE (VERIFY WITH ECR)

AWS EQUIPMENT: 3 PRO. SURGE PROTECTORS (VERIFY WITH ECR)

EQUIPMENT: INSIDE EXIST. EQUIPMENT SHELTER
GENERATOR: NO GENERATOR PRESENT

SPECIAL REQUIREMENTS: COAX CLUSTER BRACKETS ON TOWER LEG
TO BE REPLACED TO ACCOMMODATE PROPOSED HYBRID CABLE.

PROJECT DIRECTORY:

CLIENT:
VERIZON WIRELESS
1515 E. WOODFIELD ROAD
10TH FLOOR
SCHAUMBURG, IL 60173
CONTACT: BRYAN LAZUKA
PHONE: 847.833.1154

ENGINEERING COMPANY:
EDGE CONSULTING ENGINEERS, INC.
624 WATER STREET
PRAIRIE DU SAC, WI 53578
CONTACT: PAUL MOLITOR
PHONE: 608.644.1449

SITE ACQUISITION:
BUELL CONSULTING, INC.
1360 ENERGY PARK DRIVE
SUITE 210
ST. PAUL, MN 55108
CONTACT: TAMMY MICHALETZ
OFFICE: 651.361.8111
MOBILE: 763.742.6866
FAX: 651.225.0795

PROJECT INFO:

SITE LOCATION:
509 O'CONNELL ST.
WATERTOWN, WI 53094

PROPERTY/TOWER OWNER:
WATERTOWN WATER COMMISSION
800 HOFFMAN DR
WATERTOWN, WI 53094
CONTACT: PAUL LANGE
PHONE: 920.262.4075

1A INFORMATION (NAD 1983/91)
-TOWER BASE- (PER PREVIOUS SURVEY)
LAT: 43°-11'-44.7"
LONG: 88°-43'-49.6"
TOP OF CONCRETE ELEVATION (NGVD 29): 863.0'

PLSS INFORMATION:
PART OF THE NW 1/4,
SECTION 4, T.8N., R.15E.,
CITY OF WATERTOWN,
JEFFERSON COUNTY
WISCONSIN

**STRUCTURAL
REVIEW
NOTE**

TOWER STRUCTURAL ANALYSIS & MOUNT ANALYSIS
COMPLETED BY STRUCTURAL ENGINEER. REFER TO
ANALYSIS BY:
EDGE CONSULTING ENGINEERS, INC.
REPORT #: 9125, DATE 09/30/13
CONTRACTOR TO REVIEW STRUCTURAL REPORT IN
ITS ENTIRETY. ANY DISCREPANCIES OR
DISAGREEMENTS BETWEEN THE REPORT AND THESE
PLANS SHOULD BE RESOLVED PRIOR TO
CONSTRUCTION.

ENGINEER SEAL:

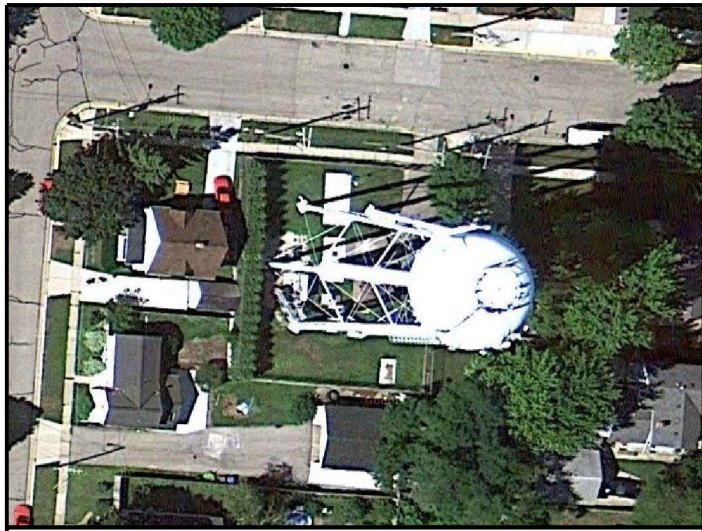


I HEREBY CERTIFY THAT THIS PLAN SET WAS
PREPARED BY ME OR UNDER MY DIRECT
SUPERVISION OTHER THAN THE EXCEPTIONS
NOTED IN THE SHEET INDEX, AND THAT I AM
A DULY LICENSED PROFESSIONAL ENGINEER
UNDER THE LAWS OF THE STATE OF WISCONSIN.

Signature:

Date:

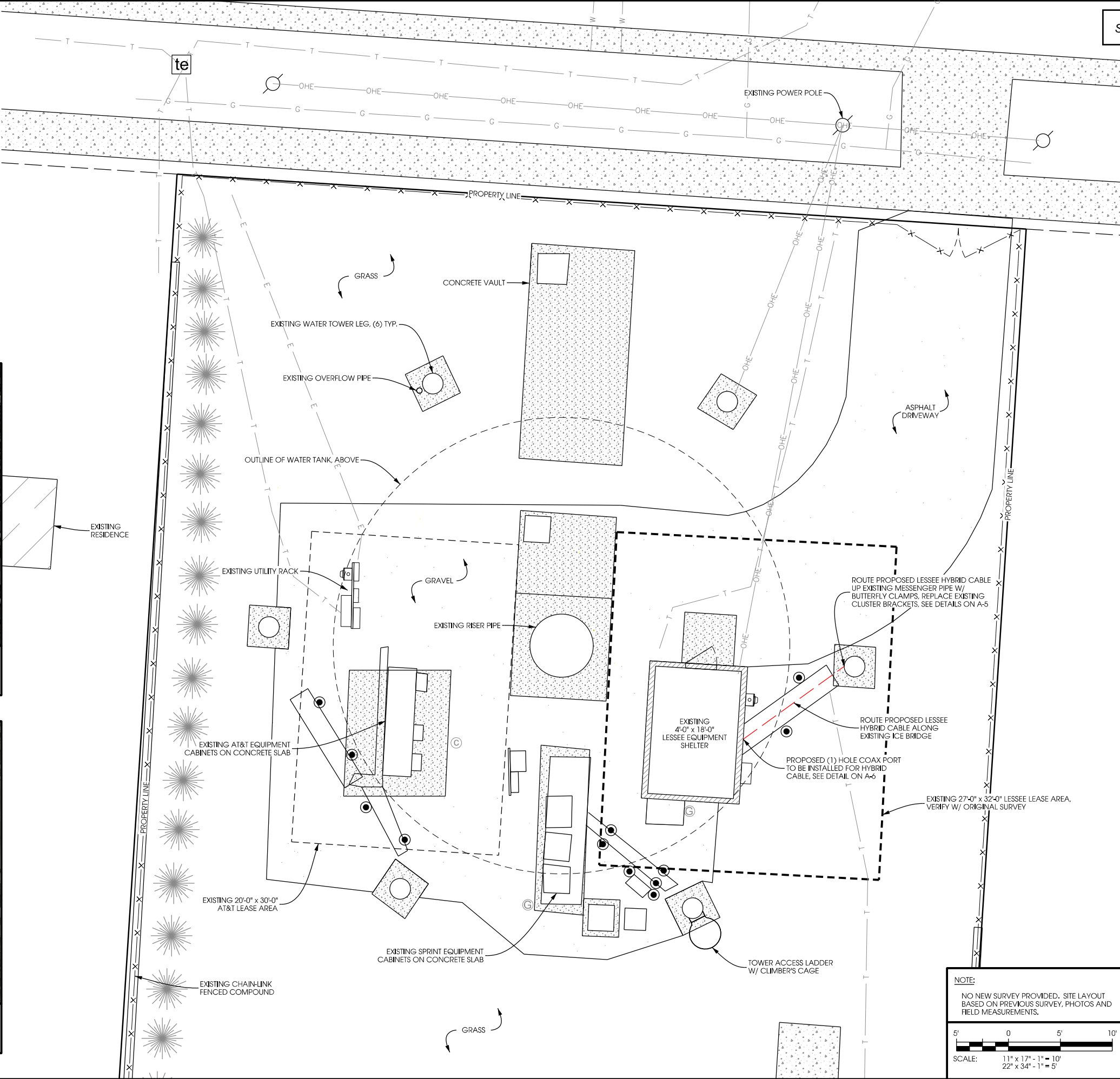
[Signature]
11/27/2013



AERIAL OVERVIEW OF SITE



SITE OVERVIEW (LOOKING SOUTH)



Section 11, Item A.

Edge Consulting Engineers
624 Water Street
Poulsbo, WA 98278
360.644.1449 voice
360.644.1549 fax
www.edgeconsult.com

**COMPOUND PLAN
O'CONNELL ST WT [113541]
WATERTOWN, WISCONSIN**

SHEET TITLE:

PRELIMINARY CDs:

PRELIM. ANTENNA MOD. - 09/23/13

STAMPED FINALS:

FINAL ANTENNA MOD. - 11/26/13

DRAWN BY:

ADS, TAS

CHECKED BY:

PCM

PLOT DATE:

11/26/2013

PROJECT #:

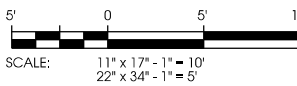
9125

FILE NAME:

C-1.dgn

SHEET NUMBER:

NOTE:
NO NEW SURVEY PROVIDED. SITE LAYOUT
BASED ON PREVIOUS SURVEY, PHOTOS AND
FIELD MEASUREMENTS.





Edge
Consulting Engineers

624 Water Street
Prairie du Sac, WI 53593
608.644.1449 voice
608.644.1549 fax
www.edgeconsult.com

EQUIP. SHELTER INTERIOR
O'CONNELL ST WT [113541]
WATERTOWN, WISCONSIN

SHEET TITLE:

PRELIMINARY CDs:

PRELIM. ANTENNA MOD. - 09/23/13

STAMPED FINALS:

FINAL ANTENNA MOD. - 11/26/13

DRAWN BY:

ADS, TAS

CHECKED BY:

PCM

PLOT DATE:

11/26/2013

PROJECT #

0125

FILE NAME:

FILE NAME:

SHEET NUMBER:

C- 72

I:\9100\9125\CAD\Plot\CDs\C-2.dgn

JUMPER CABLE INFO TABLE	
	DESCRIPTION:
ALPHA SECTOR:	9± FROM SURGE PROTECTOR TO ALPHA SECTOR AIR ANTENNA/RRU
BETA SECTOR:	9± FROM SURGE PROTECTOR TO BETA SECTOR AIR ANTENNA/RRU
GAMMA SECTOR:	9± FROM SURGE PROTECTOR TO GAMMA SECTOR AIR ANTENNA/RRU

REFER TO STRUCTURAL ANALYSIS AS IDENTIFIED ON T-1.
CONTRACTOR TO THOROUGHLY REVIEW THE TOWER STRUCTURAL
ANALYSIS FOR INFORMATION PERTAINING TO TOWER UPGRADES,
MOUNTING TYPES, ANTENNA HEIGHTS, AND COAX ROUTING. ANY
DISCREPANCIES BETWEEN THE DRAWINGS, STRUCTURAL ANALYSIS,
AND TOWER PLANS SHOULD BE BROUGHT TO THE ATTENTION OF THE
PROJECT MANAGER PRIOR TO BIDDING AND INSTALLATION.

NO SURVEY PROVIDED, HEIGHTS DEPICTED BELOW ARE
BASED ON FIELD MEASUREMENTS DURING SITE VISIT.

CONTRACTOR TO VERIFY HEIGHT AND DIRECTION OF
ANTENNA WITH PROJECT MANAGER & FINAL RF DESIGN.

ALL ANTENNA AZIMUTHS TO BE FROM TRUE NORTH.

ALL ANTENNA AZIMUTHS
TO BE FROM TRUE NORTH.



ALL ANTENNA AZIMUTHS
TO BE FROM TRUE NORTH.

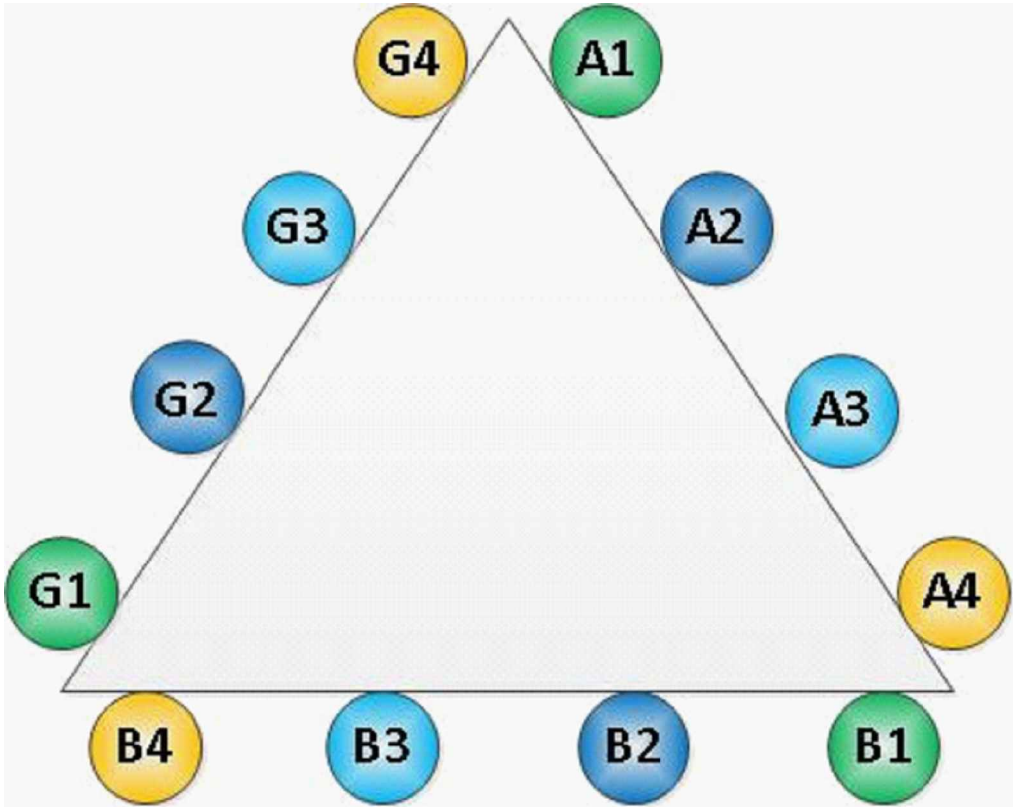


L:\9100\9125\CAD\Plot\CDs\A2.dgn

EQUIPMENT CHANGE REQUEST FORM- ECR									
Cell Name		O'Connell St WT		Cell ID		28			
Location Number		113541		RF Engineer		Mike Fischer			
Date of Request		6/27/2013		Market		Milwaukee			
				Address		509 O'Connell St			
				City/State/Zip		Watertown, WI			
EXISTING CONFIGURATION									
Antenna				Antenna Manufacturer	Antenna Model	Centerline	Azimuth	Variable Tilt	Mechanical Tilt
Sector	Position	Port	RF Path						
Alpha	A1	L1	Unused at this time	Scala	AP17-1900/90	131	0	N/A	1
		L2	Unused at this time						
		H1	PCS - RxTx0						
		H2	Unused at this time						
	A2	L1	LTE C - RxTx0-eNB1	Powerwave	P65-16-XLM	131	0	2	0
		L2	LTE C - RxTx1-eNB1						
		H1	Unused at this time						
		H2	Unused at this time						
	A3	L1	Unused at this time						
		L2	Unused at this time						
		H1	Unused at this time						
		H2	Unused at this time						
	A4	L1	Unused at this time	Scala	AP17-1900/90	131	0	N/A	1
		L2	Unused at this time						
		H1	PCS - RxTx1						
		H2	Unused at this time						
Beta	B1	L1	Unused at this time	Scala	AP17-1900/90	131	120	N/A	3
		L2	Unused at this time						
		H1	PCS - RxTx0						
		H2	Unused at this time						
	B2	L1	LTE C - RxTx0-eNB1	Powerwave	P65-16-XLM	131	120	2	0
		L2	LTE C - RxTx1-eNB1						
		H1	Unused at this time						
		H2	Unused at this time						
	B3	L1	Unused at this time						
		L2	Unused at this time						
		H1	Unused at this time						
		H2	Unused at this time						
	B4	L1	Unused at this time	Scala	AP17-1900/90	131	120	N/A	3
		L2	Unused at this time						
		H1	PCS - RxTx1						
		H2	Unused at this time						
GAMMA	G1	L1	Unused at this time	Scala	AP17-1900/90	131	240	N/A	3
		L2	Unused at this time						
		H1	PCS - RxTx0						
		H2	Unused at this time						
	G2	L1	LTE C - RxTx0-eNB1	Powerwave	P65-16-XLM	131	240	2	0
		L2	LTE C - RxTx1-eNB1						
		H1	Unused at this time						
		H2	Unused at this time						
	G3	L1	Unused at this time						
		L2	Unused at this time						
		H1	Unused at this time						
		H2	Unused at this time						
	G4	L1	Unused at this time	Scala	AP17-1900/90	131	240	N/A	3
		L2	Unused at this time						
		H1	PCS - RxTx1						
		H2	Unused at this time						

EXISTING ANTENNA CONFIGURATION

EQUIPMENT CHANGE REQUEST FORM- ECR													
Cell Name		O'Connell St WT		RF Engineer			Mike Fischer			Cell ID		28	
Location Number		113541		Market			Milwaukee			Address		509 O'Connell St	
Date of Request		6/27/2013								City/State/Zip		Watertown, WI	
PROPOSED CONFIGURATION				Configuration				Option-A2					
Antenna				Antenna Manufacturer	Antenna Model	Antenna Serial Number	Centerline	Azimuth	Variable Tilt	Mechanical Tilt	Action		
Sector	Pos	Port	RF Path										
Alpha	A1	L1 (-45)	Unused at this time								Change- Install		
		L2 (+45)	Unused at this time										
		H1 (-45)	Unused at this time										
		H2 (+45)	Unused at this time										
	A2	L1 (-45)	LTE C - RxTx0-eNB1	Ericsson	KRC118056/1	131	0	2	0	Change- Install			
		L2 (+45)	LTE C - RxTx1-eNB1										
		H1 (-45)	AWS - RxTx0										
		H2 (+45)	AWS - RxTx1										
	A3	L1 (-45)	Unused at this time										
		L2 (+45)	Unused at this time										
		H1 (-45)	Unused at this time										
		H2 (+45)	Unused at this time										
	A4	L1 (-45)	Unused at this time	CSS	AXP19-80-0	131	0		1	Change- Install			
		L2 (+45)	Unused at this time										
		H1 (-45)	PCS - RxTx0										
		H2 (+45)	PCS - RxTx1										
Beta	B1	L1 (-45)	Unused at this time								Change- Install		
		L2 (+45)	Unused at this time										
		H1 (-45)	Unused at this time										
		H2 (+45)	Unused at this time										
	B2	L1 (-45)	LTE C - RxTx0-eNB1	Ericsson	KRC118056/1	131	120	2	0	Change- Install			
		L2 (+45)	LTE C - RxTx1-eNB1										
		H1 (-45)	AWS - RxTx0										
		H2 (+45)	AWS - RxTx1										
	B3	L1 (-45)	Unused at this time										
		L2 (+45)	Unused at this time										
		H1 (-45)	Unused at this time										
		H2 (+45)	Unused at this time										
	B4	L1 (-45)	Unused at this time	CSS	AXP19-80-0	131	120		3	Change- Install			
		L2 (+45)	Unused at this time										
		H1 (-45)	PCS - RxTx0										
		H2 (+45)	PCS - RxTx1										
GAMMA	G1	L1 (-45)	Unused at this time								Change- Install		
		L2 (+45)	Unused at this time										
		H1 (-45)	Unused at this time										
		H2 (+45)	Unused at this time										
	G2	L1 (-45)	LTE C - RxTx0-eNB1	Ericsson	KRC118056/1	131	240	2	0	Change- Install			
		L2 (+45)	LTE C - RxTx1-eNB1										
		H1 (-45)	AWS - RxTx0										
		H2 (+45)	AWS - RxTx1										
	G3	L1 (-45)	Unused at this time										
		L2 (+45)	Unused at this time										
		H1 (-45)	Unused at this time										
		H2 (+45)	Unused at this time										
	G4	L1 (-45)	Unused at this time	CSS	AXP19-80-0	131	240		3	Change- Install			
		L2 (+45)	Unused at this time										
		H1 (-45)	PCS - RxTx0										
		H2 (+45)	PCS - RxTx1										

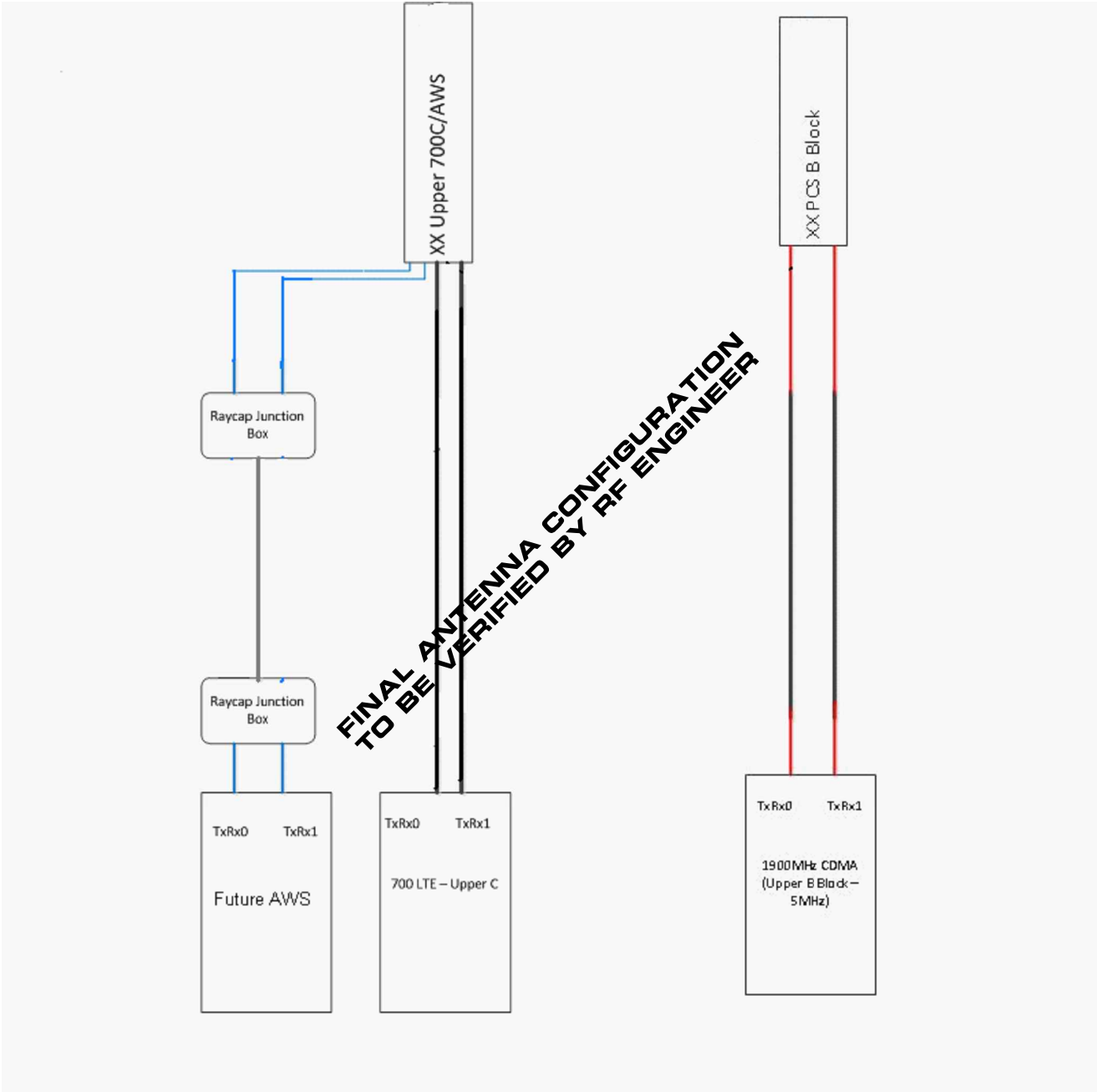


ANTENNA PLATFORM SCHEMATIC

Existing					
Diplexer	Location	Diplexer Manufacturer	Diplexer Model		Count
	Top (Platform)				
	Bottom (Shelter)				
Coax	Sector	Coax Manufacturer	Type	Size	Count
	Alpha	ANDREW	LDF7-50A	1 5/8	4
	Beta	ANDREW	LDF7-50A	1 5/8	4
	Gamma	ANDREW	LDF7-50A	1 5/8	4

Proposed						
Passive Components	Location	Manufacturer	Component Model	Count	Action	
	Top (Platform)					
	Bottom (Shelter)					
	Top (Platform)					
	Top (Platform)	Raycap	RCMDC-3315-PF-48	1	Install	
	Top (Platform)	Raycap	RCMDC-1064-PF-48	2	Install	
	Bottom (Shelter)	Raycap	RCMDC-3315-PF-48	1	Install	
	Top (Platform)					
	Bottom (Shelter)					
Coax	Sector	Coax Manufacturer	Type	Size	Count	Action
	Alpha	ANDREW	LDF7-50A	1 5/8	4	Existing
	Beta	ANDREW	LDF7-50A	1 5/8	4	Existing
	Gamma	ANDREW	LDF7-50A	1 5/8	4	Existing
	AWS	Andrew	RFA1206-24S26	1	1	Install

COMBINER CABLE DATA INFORMATION



PROPOSED ANTENNA CONFIGURATION

Section 11, Item A.

Edg

Consulting Engineers

624 Water Street
Pittsfield, MA 01201
413.444.1449
www.edgeconsulting.com

ANTENNA CONFIGURATION

O'CONNELL ST WT [113541]

WATERTOWN, WISCONSIN

SHEET TITLE:

PRELIMINARY CDs:
PRELIM. ANTENNA MOD. - 09/23/13

STAMPED FINALS:
FINAL ANTENNA MOD. - 11/26/13

DRAWN BY:
ADS, TAS

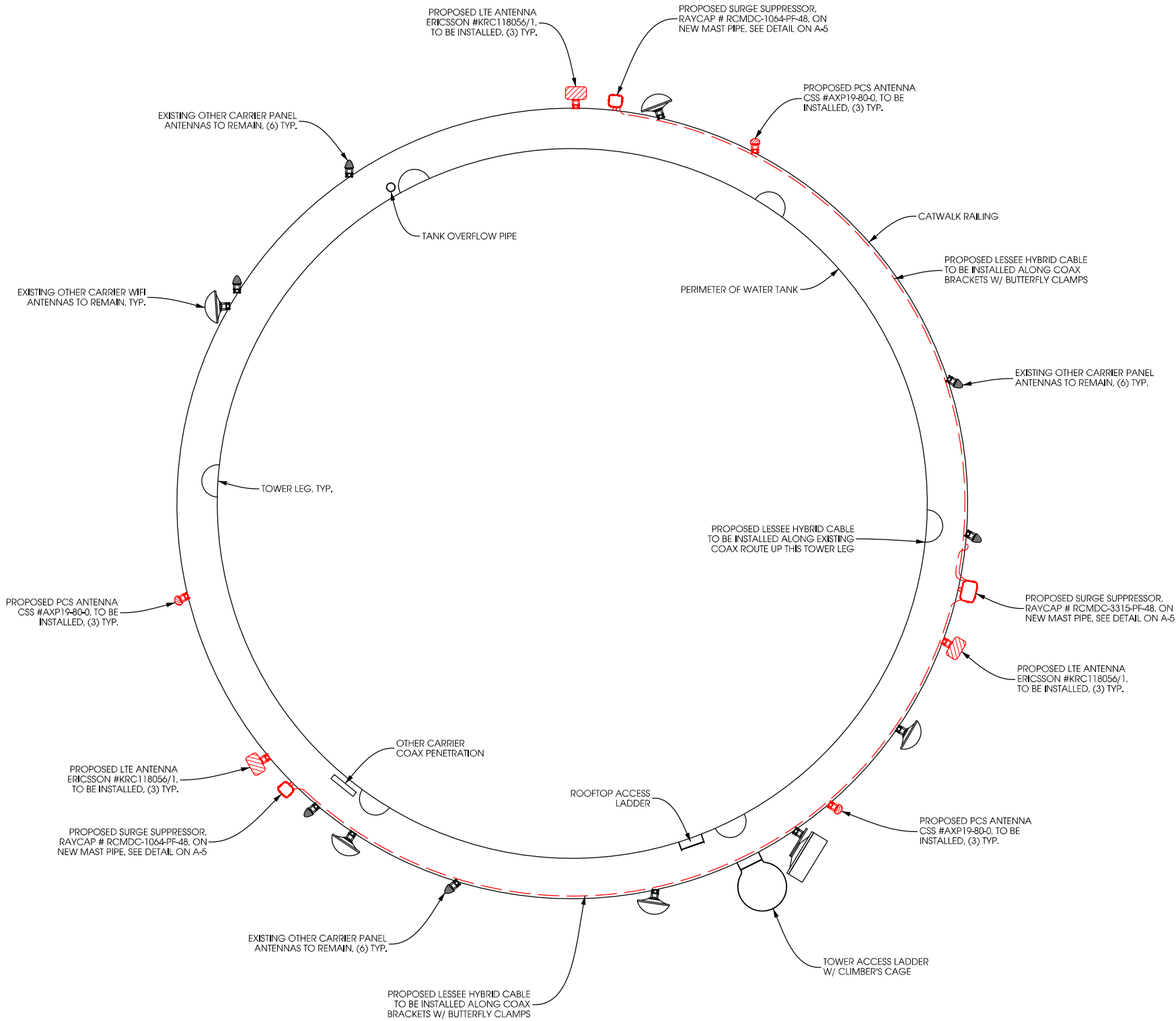
CHECKED BY:
PCM

PLOT DATE:
11/26/2013

PROJECT #:
9125

FILE NAME:
A-3.dgn

SHEET NUMBER:
A-75



A
ROOFTOP RAILING PLAN
A-4 SCALE: 11 x 17 - 1/8" = 1'-0"
22 x 34 - 1/4" = 1'-0"



EXISTING LESSEE ANTENNA MOUNT



EXISTING CATWALK RAILING

Section 11, Item A.



ROOFTOP RAILING PLAN
O'CONNELL ST WT [113541]
WATERTOWN, WISCONSIN

SHEET TITLE:

PRELIMINARY CDs:
PRELIM. ANTENNA MOD. - 09/23/13
STAMPED FINALS:
FINAL ANTENNA MOD. - 11/26/13

DRAWN BY:
ADS, TAS
CHECKED BY:
PCM
PLOT DATE:
11/26/2013
PROJECT #:
9125
FILE NAME:
A-4.dgn

SHEET NUMBER:

THIS DETAIL FOR GROUNDING PURPOSES ONLY. SEE DETAIL ON A-4 FOR EQUIPMENT PLACEMENT LOCATIONS FOR THIS SITE.

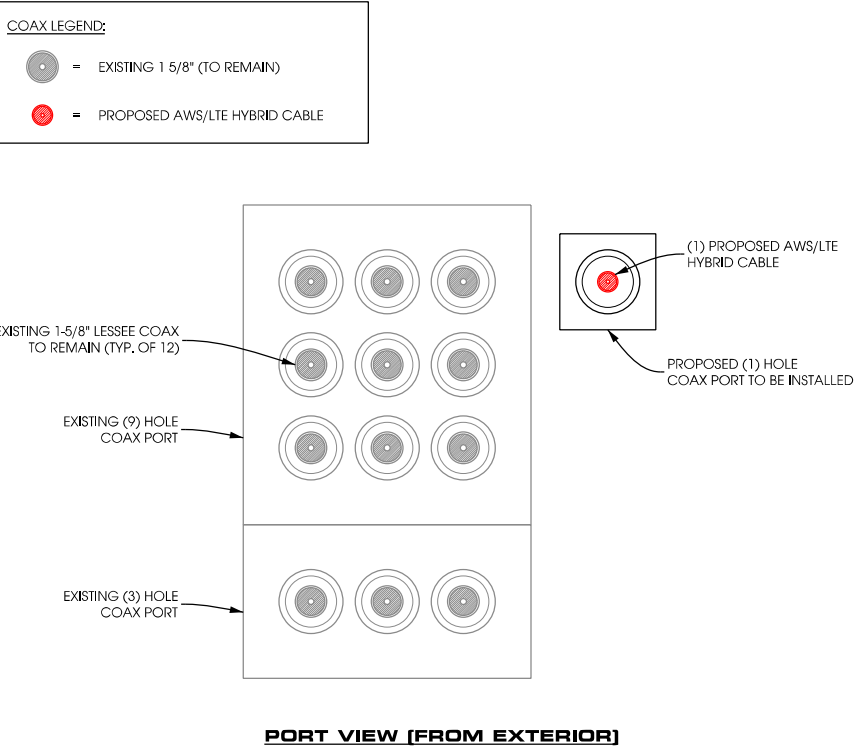


SURGE PROTECTOR DETAIL

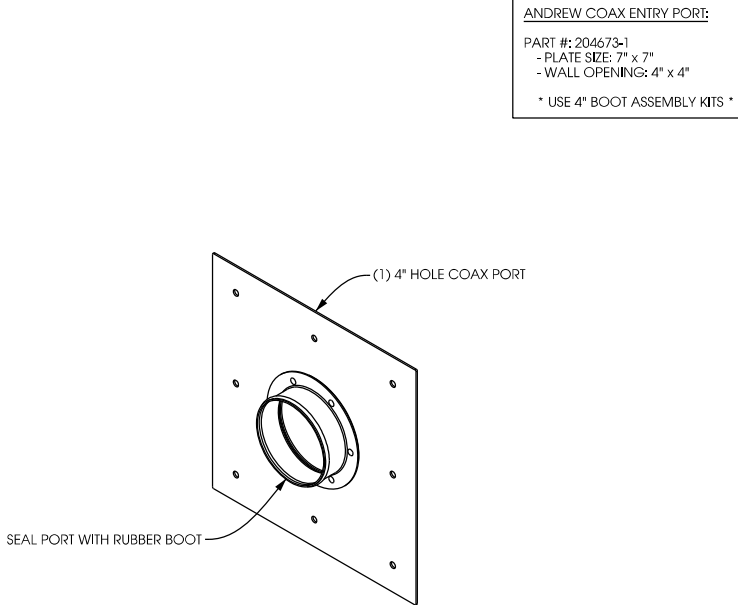
SURGE PROTECTOR DETAIL

E **CLUSTER BRACKET DETAILS**
A-5 SCALE: 11 x 17 - 1" = 1'-0"
 22 x 34 - 1" = 0'-6"

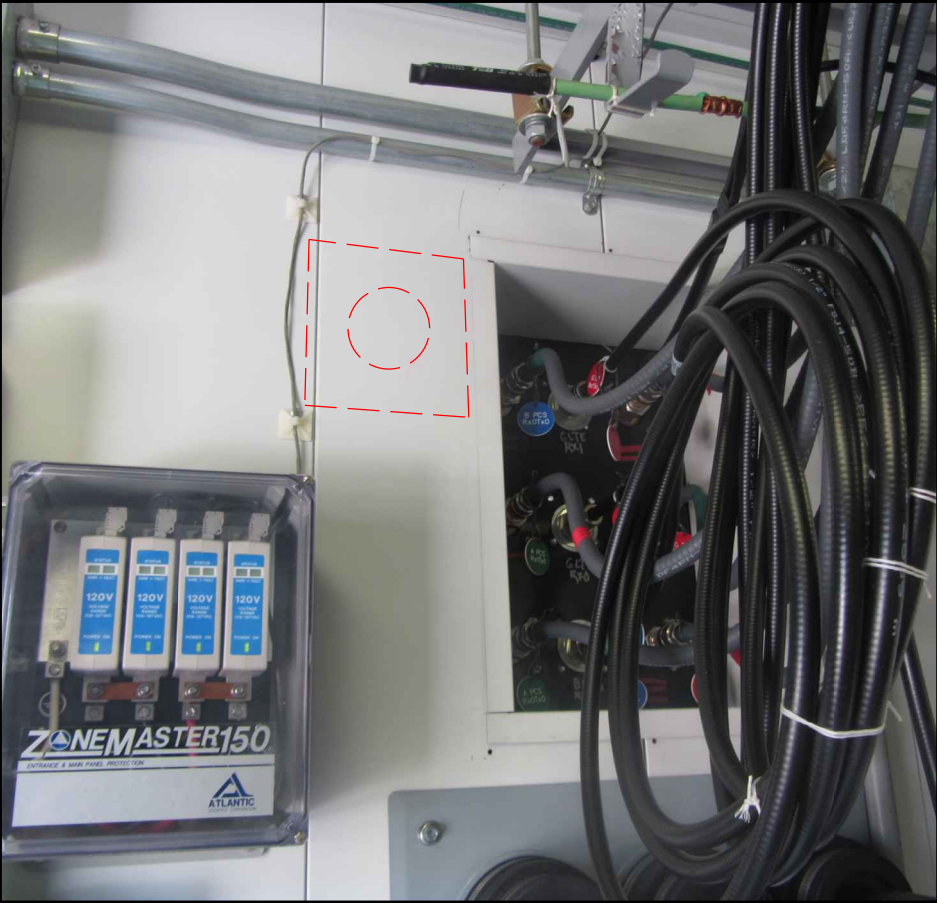
A-77



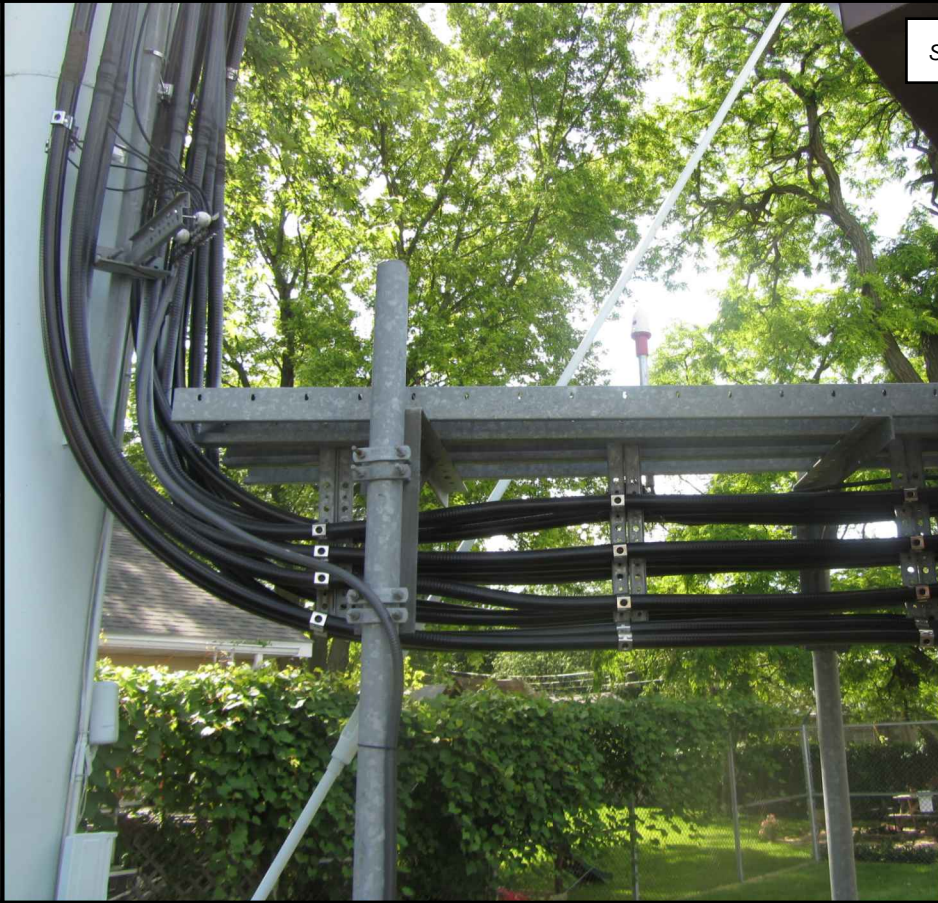
A
A-6
COAX PORT LAYOUT - SHELTER EXTERIOR
SCALE: NTS



B
A-6
COAX ENTRY PORT DETAIL
SCALE: NTS



EXISTING COAX ENTRY PORT - INTERIOR



EXISTING ICE BRIDGE COAX HANGERS



EXISTING COAX ENTRY PORT - EXTERIOR



EXISTING VERTICAL COAX ROUTE

Section 11, Item A.

Edge
Consulting Engineers, Inc.
624 Water Street
Pittsfield, MA 01201
408.644.1449 voice
408.644.1549 fax
www.edgeconsult.com

COAX DETAILS
O'CONNELL ST WT [113541]
WATERTOWN, WISCONSIN

SHEET TITLE:

PRELIMINARY CDs:
PRELIM. ANTENNA MOD. - 09/23/13

STAMPED FINALS:
FINAL ANTENNA MOD. - 11/26/13

DRAWN BY:
ADS, TAS

CHECKED BY:
PCM

PLOT DATE:
11/26/2013

PROJECT #:
9125

FILE NAME:
A-6.dgn

SHEET NUMBER:

EXHIBIT D

ANTENNA SITE APPLICATION FORM

[Attached four-page application form follows; to be used in accordance with Section 8.1.2.1 of the Agreement]



Effective 1/1/2022 – SUBJECT TO CHANGE

Date Received

ANTENNA SITE APPLICATION

City of Watertown, Wisconsin
800 Hoffmann Dr.
PO Box 477
Watertown, WI 53094
920-262-4075

A. SITE APPLICATION

- Water Tower Site Name and Location (“Site”): _____
- Wireless Carrier’s Corporate Designation (“Carrier”): _____
- Desired Date of Operation: _____
- Description of Project (example: Install 3 new radio units, relocate 3 antennas):

1. Applicant Information

- a. Name of Applicant: _____
- b. Applicant’s Address: _____
- c. Applicant’s Contact Person: _____
 - i. Mobile: _____
 - ii. Email: _____
- d. Technical Advisor (A&E Firm): _____
 - i. Mobile: _____
 - ii. Email: _____

2. RF and Spectrum Information

- a. Proposed Radio Band: _____
- b. Proposed Radio Frequencies: _____
(attach list, if necessary)
- c. Type of Service (e.g., SMR, ESMR, PCS, Wi-Fi): _____
- d. ☐ Licensed Spectrum ☐ Unlicensed Spectrum (check box)

- e. If unlicensed spectrum, attach a detail description of the portions of the project using unlicensed spectrum.
- f. If this is a Distributed Antenna System project, attach the Radio Frequency Coverage Maps prepared by the FCC Licensee.
- g. This Site will be interconnected via radio frequency transmission to other existing or anticipated site(s) -- Yes or No (circle one)

3. Antenna Facilities (attach applicable specifications)

- a. Number of antennas: _____
- b. Number of zones: _____
- c. Antenna dimensions: _____
- d. Antenna type, manufacturer, and model number: _____

- e. Number of radio units: _____
- f. Radio unit dimensions: _____
- g. Radio unit type, manufacturer, and model number: _____

- h. Transmission line or cable manufacturer and model number: _____
- i. Size of cables: _____
- j. Number of cables: _____
- k. Antenna location on tower: _____
(N, S, E, W, NE etc. or specify the exact antenna azimuths)
- l. GPS Antenna -- Yes or No (circle one)
- m. If yes, provide size, dimensions, and weight: _____

4. Dish Equipment (attach applicable specifications)

- a. Number of dishes: _____
- b. Microwave -- Yes or No (circle one) Satellite -- Yes or No (circle one)
- c. Dish dimensions: _____

d. Dish type, manufacturer, and model number:

e. Provide manufacturer and model number of transmission line or cable:

f. Size of cables: _____ Number of cables: _____

g. Dish location on tower: _____

5. **Ground Equipment (attach applicable specifications)**

a. Square feet required: _____

b. Inside Tower -- Yes or No (circle one)

c. Inside Applicant's building -- Yes or No (circle one)

d. Number of cabinets: _____

e. Cabinet dimensions: _____

f. Number of air conditioners: _____ Description: _____

g. Generator on Site -- Yes or No (circle one)

h. If yes, provide type, size, and location: _____

i. Isolator manufacturer and model number:

j. Duplexer manufacturer and model
number: _____

k. Filters manufacturer and model number:

l. Controls used in addition to the transmitter/receiver cabinet(s) -- Yes or No (circle one)

m. If yes, how many? _____ Provide manufacturer and model number:

B. AGREEMENT TO PAY CITY OF WATERTOWN'S ("OWNER") COSTS

1. **Owner's Costs.** By signing this Application, Carrier agrees and acknowledges that it is responsible for the costs that Owner incurs related to the project proposed in this Application (collectively, "Owner's Costs"). Owner's Costs include, but are not limited to, those costs associated with the following work if performed by Owner, its employees, or its legal or technical consultants:
 - a. Review of Carrier's construction drawings, structural analysis, and site survey
 - b. Negotiation of agreements or amendments to related agreements between Carrier and Owner and related attorney's fees
 - c. Pre-construction meeting and post-construction inspection of work done on Carrier's behalf
 - d. Site coordination
2. **Deposit Required.**
 - a. Carrier shall submit a deposit in the form of a certified check payable to the **City of Watertown*** in the amount of **\$15,000.00**. The check shall be submitted with a completed and executed Application. Owner shall use the deposit to pay Owner's Costs, as described above.
 - b. If the initial deposit is insufficient to cover all of Owner's Costs, Carrier shall provide Owner with an additional deposit in an amount agreed upon by Owner and Carrier. Upon Owner's request, Carrier shall cease any work at the Site until Owner receives the additional deposit from Carrier.
 - c. Any unused deposit amounts will be returned to Carrier within after Carrier has completed its proposed project, provided that Owner's post-construction inspection confirms that the project has been built in accordance with the construction drawings for the project as approved by Owner.

To be executed by Carrier or Carrier's authorized representative:

Signature: _____ Date: _____

Name: _____
(Print or Type)

Title: _____

***Checks should be sent to:**

City of Watertown, WI
Attn: Water Department Clerk
106 Jones Street
PO Box 477
Watertown, WI 53094

EXHIBIT E

ANTENNA SITE SERVICE NOTICE FORM

[Attached three-page form follows; to be used in accordance with Section 8.3.1 of the Agreement]

Effective 1/1/2022 – SUBJECT TO CHANGE

Date Received

ANTENNA SITE SERVICE NOTICE

Municipality:City of Watertown, Wisconsin

Address:800 Hoffmann Drive

City, State, Zip:Watertown, WI 53094

Phone:920-262-4075

Water Tower Site Name and Address:

Wireless Carrier:

- Name of Service Company:
- Address:
- Contact person for Applicant: Telephone: Mobile: Email:
- Technical Site Advisor: Telephone: Mobile: Email:
- Proposed Radio Band:
- Propose Radio Frequency(s):
- Type of Service Request (supply service ticket # if available)
- List all personnel to be on site during service (attached copy of driver's license or US identification):

A.

B.

C.

D.

E.
- Antenna equipment – Attach applicable specifications.

A. Number of antennas

B. Number of zones

C. Antenna dimensions

D. Antenna type, manufacturer, and model no.

E. Number of Radio Units _____

F. Radio Unit dimensions _____

G. Radio Unit type, manufacturer, and model no. _____

H. Transmission line or cable manufacturer and model no.

I. Size of cables _____ Number of cables _____

J. Antenna location on the tower: _____
(N, S, E, W, NE etc. or specify the exact antenna azimuths)

K. GPS Antenna Y / N (Circle One)

If yes, provide Dimensions and Weight: _____

10. Dish equipment – Attach applicable specifications

A. Number of dishes _____ Dish dimensions _____ Microwave? Y / N (Circle One)
Satellite? Y / N (Circle One)

B. Dish type, manufacturer, and model no.

C. Transmission line or cable manufacturer and model no. _____

D. Size of cables _____ Number of cables _____

E. Dish location on tower: _____

Initial here _____ to indicate specifications are attached.

11. Ground equipment – Attach applicable specifications

A. Square feet required _____

B. Inside Tower? Y / N (Circle One) Inside Lessee building? Y / N (Circle One) Outside? Y / N (Circle One)

C. Number of cabinets _____ Cabinet dimensions _____

D. Number of air conditioners _____ Air conditioner description

E. Generator on site? Y / N (Circle One) if yes, provide type, size, and location.

F. Isolator manufacturer and model no. _____

G. Duplexer manufacturer and model no. _____

H. Filters manufacturer and model no. _____

I. Controls used in addition to the transmitter/receiver cabinet(s)? Y / N (Circle One)

If yes, how many? _____ Manufacturer and model no. _____

Initial here _____ to indicate specifications are attached.

12. Desired date of operation: _____

13. Description of scope of work:

(Example: Diagnose and repair 3 radio head units; replace nonfunctioning antenna with same model)

Service Company Representative _____ Date: _____

Print Name _____

Cell Phone: _____

Email: _____

EXHIBIT F
FORM OF MEMORANDUM OF LICENSE

[Attached]

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (“**Memorandum**”) is by and between the City of Watertown, Wisconsin, acting in its capacity as a municipal utility (“**Watertown**”) and Cellco Partnership d/b/a Verizon Wireless (“**Licensee**”).

RECITALS

- A. Watertown owns certain real property located at 509 O’Connell Street in the City of Watertown, Jefferson County, Wisconsin (“**Property**”) on which Watertown maintains a water tower (“**Tower**”).
- B. Watertown and Licensee entered into an Amended and Restated Water Tower License Agreement (“**Agreement**”) dated _____, 2024 for the purpose of allowing Licensee to install and maintain certain telecommunications equipment on the Tower and within an approximately 576 square-foot portion of the Property.
- C. This Memorandum is being recorded to place third parties on notice of the Agreement and of certain rights and obligations of Watertown and Licensee thereunder, which are summarized below.

RETURN TO:

James C. Remington
Husch Blackwell LLP
511 North Broadway, Suite 1100
Milwaukee, WI 53202

P.I.N.
Pt. of 291-0815-0422-082

NOW, THEREFORE, Watertown and Licensee acknowledge the following:

- 1. **Land Space.** Subject to the provisions of the Agreement and for the duration of its term, Watertown licenses to Licensee the portion of the Property legally described on **Exhibit 1** (the “**Land Space**”).
- 2. **Term.** The initial term of the Agreement is for a period of five years commencing on December 1, 2023. Licensee has the option to renew and extend the Agreement for three additional terms of five years each, upon the terms and conditions set forth in the Agreement.
- 3. **Prior Leases.** The Agreement supersedes and replaces all prior leases between Watertown and Licensee and their predecessors in interest with respect to the Property, including the lease by and between the Watertown Water Commission and PrimeCo Personal Communications, LP dated November 20, 1997, which is referenced in a PCS Site Agreement Memorandum of Agreement recorded on December 22, 1997 in the office of the Jefferson County Register of Deeds in Volume 1018, Pages 21-22, as Document No. 984785. That Memorandum of Agreement is hereby terminated and released and is superseded and replaced by this Memorandum.

90

[Signature Page to Memorandum of Agreement]

LICENSEE:
CELLCO PARTNERSHIP
D/B/A VERIZON WIRELESS

Signature: _____

Print Name: _____

Title: _____

Date: _____

STATE OF _____)
 _____) ss.
 COUNTY OF _____)

Personally came before me this _____ day of _____, 202____, the above
 named _____ (name), the _____ (title) of
 Cellco Partnership, d/b/a Verizon Wireless, to me known to be the person who executed the
 foregoing Memorandum of Agreement and acknowledged the same.

 Print or Type Name: _____

Notary Public, State of _____

My Commission: _____

This instrument drafted by:

Julia K. Potter
 Boardman & Clark LLP
 P.O. Box 927
 Madison, WI 53701-0927

EXHIBIT 1
TO MEMORANDUM OF AGREEMENT

Land Space

Being a part of Lot One (1), Block Seventeen (17) of the Original Plat, West Side of Rock River of the City of Watertown, located in the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section Four (4), Township Eight (8) North, Range Fifteen (15) East, City of Watertown, Jefferson County, Wisconsin containing 576 square feet (0.013 acres) of land and being described by:

Commencing at the northwest corner of said Block 17, said point being at the intersection of the east line of N. Warren Street and the south line of O'Connell Street; thence S86°-24'-40"E 104.95 feet along the south line of said O'Connell Street; thence S03°-35'-20"W 31.81 feet to the point of beginning; thence S86°-32'-06"E 20.38 feet; thence S03°-27'-54"W 8.68 feet; thence S86°-32'-06"E 6.10 feet; thence S03°-27'-54"W 6.10 feet; thence N86°-32'-06"W 3.52 feet; thence S54°-33'-27"W 10.02 feet; thence S03°-27'-54"W 7.79 feet; thence N86°-32'-06"W 15.16 feet; thence N03°-27'-54"E 28.87 feet to the point of beginning. Being subject to any and all easements and restrictions of record.

Certificate Of Completion

Envelope Id: A918A89E25BC44C59F970C00DC9863A2 Status: Completed
 Subject: O'CONNELL STREET WT / P1981636 / John McGurk Review Approved 9-16-24 / Senior Director to Sign
 Source Envelope:
 Document Pages: 51 Signatures: 1 Envelope Originator:
 Certificate Pages: 5 Initials: 0 John McGurk
 AutoNav: Enabled john.mcgurk@verizonwireless.com
 Envelopeld Stamping: Enabled IP Address: 162.115.44.17
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

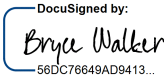
Record Tracking

Status: Original Holder: John McGurk Location: DocuSign
 9/16/2024 2:28:43 PM john.mcgurk@verizonwireless.com

Signer Events

Bryce Walker
 bryce.walker@verizonwireless.com
 Sr. Director of Network Engineering
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 56DC76649AD9413...
 Signature Adoption: Pre-selected Style
 Using IP Address: 69.78.66.90

Timestamp

Sent: 9/16/2024 2:32:02 PM
 Viewed: 9/17/2024 4:52:43 AM
 Signed: 9/17/2024 4:53:05 AM

Electronic Record and Signature Disclosure:
 Accepted: 9/17/2024 4:52:43 AM
 ID: d68d15c6-86ba-4688-bf1e-ac07ae913eb8

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Bilal Ahmed
 bilal.ahmed@verizonwireless.com
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 9/16/2024 2:32:02 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Caroline Polk
 polk@insite-inc.com
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 9/16/2024 2:32:04 PM
 Viewed: 9/17/2024 8:03:24 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

James Remington
 jake.remington@huschblackwell.com
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 9/16/2024 2:32:03 PM
 Viewed: 9/16/2024 2:32:36 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp	Section 11, Item A.
Michael Cosentino michael.cosentino@verizonwireless.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 9/16/2024 2:32:03 PM	
Electronic Record and Signature Disclosure: Not Offered via DocuSign			

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/16/2024 2:32:04 PM
Certified Delivered	Security Checked	9/17/2024 4:52:43 AM
Signing Complete	Security Checked	9/17/2024 4:53:05 AM
Completed	Security Checked	9/17/2024 4:53:05 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, VBG Network Real Estate (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact VBG Network Real Estate:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: tricsha.fatakia@verizonwireless.com

To advise VBG Network Real Estate of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at tricsha.fatakia@verizonwireless.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from VBG Network Real Estate

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to tricsha.fatakia@verizonwireless.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with VBG Network Real Estate

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to tricsha.fatakia@verizonwireless.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify VBG Network Real Estate as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by VBG Network Real Estate during the course of your relationship with VBG Network Real Estate.

**RESOLUTION TO
ENTER INTO CONTRACT FOR WEB BASED
REPORTING OF FIRE ALARMS**

**SPONSOR: MAYOR MCFARLAND
FROM:**

WHEREAS, the safety and well-being of all citizens and visitors in the City of Watertown is a paramount concern that guides the actions and policies of this Council; and

WHEREAS, fire alarm and fire suppression systems are essential to safeguarding lives and minimizing property loss in the event of a fire; and

WHEREAS, the efficiency and reliability of fire alarm and fire suppression systems depend on their proper installation, diligent inspection, thorough testing, and consistent maintenance; and

WHEREAS, streamlined and systematic reporting of such inspections is crucial to ensuring that these systems function effectively and are able to provide the intended protection during emergencies; and

WHEREAS, the adoption of electronic reporting for inspection results will enhance the ability of the Fire Department to monitor compliance, maintain system integrity, and address potential issues in a timely manner; and

WHEREAS, internet-based reporting systems exist which permit the Fire Department to receive and review the reports electronically with no cost to the City and a nominal fee charged to the owner, lessee, or their qualified service personnel.

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

That the proper City Officials be and are hereby authorized to enter into the Services Agreement with Life Safety Inspection Valut LLC a copy of which is attached hereto as Exhibit A.

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

	YES	NO
DAVIS		
LAMPE		
BOARD		
BARTZ		
BLANKE		
SMITH		
SCHMID		
WETZEL		
MOLDENHAUER		
MAYOR MCFARLAND		
TOTAL		

ADOPTED October 1, 2024

CITY CLERK

APPROVED October 1, 2024

MAYOR

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("**Agreement**"), dated _____, 2024 ("**Effective Date**"), is between Life Safety Inspection Vault LLC, an Idaho limited liability company ("**LIV**"), and City of Watertown, a municipal corporation of the State of Wisconsin, with a principal place of business at 106 Jones Street, Watertown WI 53094 ("**Client**"). The term "**Agreement**" means, collectively, this Agreement, the applicable Registration Form(s), the applicable SOW(s), and any operating rules, policies, and procedures that LIV may publish from time to time. LIV and Client agree as follows:

Section 1. ENGAGEMENT; SERVICES; DUTIES

Engagement. Subject to the terms and conditions of this Agreement, Client engages LIV to provide Client with web-based management of the Client's fire safety system permitting (collectively, the "**Services**"). LIV will provide the Services through LIV's proprietary web-based application that will allow the Client to track and drive code compliance, reduce false alarm activity, and provide a safer community (the "**Vault**"). The Vault provides a secure cloud environment in which third party contractors that inspect, test, and maintain fire protections systems can submit their reports via LIV's web application directly to the Client, facilitating a more efficient review, tracking, and follow-up process with occupants to correct deficiencies and maintain systems. As part of the Services, LIV provides a proactive service, in addition to the Vault, that includes hard and soft copy notifications sent to building owners and follow up phone calls to help increase testing and maintenance activity within the jurisdiction. Client will specify the Services it wishes LIV to provide by executing a Statement of Work ("**SOW**") substantially in the form attached as Exhibit A to this Agreement. If LIV agrees to provide those Services, LIV will countersign that SOW and will provide the indicated Services to Client under the terms and conditions of this Agreement. The term "**Services**" includes those items described above as well as any other items described on each SOW.

Designation of Key Personnel. LIV's "**Representative**" is Cole Harding, phone: 855-225-4822, e-mail: Cole.harding@livsafe.com. The Client's "**Representative**" is Tayna Reynen, phone: 920-261-3610, e-mail: treynen@watertownwi.gov. Client and LIV will each use best efforts to keep the same key personnel assigned to this engagement throughout the Term. If it becomes necessary for LIV to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described in this Agreement.

LIV's Responsibilities. LIV shall fully and timely provide all deliverables described in this Agreement and in each SOW in material compliance with the terms, covenants, and conditions of the Agreement and all applicable Federal, State, and local laws, rules, and regulations (collectively, "**Laws**"). LIV will provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in each accepted SOW. If the need arises for LIV to perform services beyond those stated in a particular SOW, LIV and the Client shall negotiate mutually agreeable terms and compensation for completing the additional services. LIV shall coordinate an annual business review meeting with representatives designated by each party

either via teleconference or in person within 60 days before each anniversary of the Effective Date. Client may request that these meetings occur more frequently.

Client's Responsibilities. Client's Representative will be responsible for exercising general oversight of LIV's activities in completing each SOW. Specifically, the Client's Representative will represent the Client's interests in resolving day-to-day issues that may arise during the term of this Agreement, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by LIV. The Client's Representative shall give LIV timely feedback on the acceptability of progress and task reports.

Section 2. COMPENSATION

Management Fee.

2.1.1 Unless a certain report type is noted as an exception on applicable SOW (each, an **"Exception"**), LIV will collect and retain from each user submitting an inspection report a fixed fee of \$15.00 US for each system inspection submitted (the **"Fixed Fee"**). The Fixed Fee will be due and payable by the end user upon uploading an inspection report. The Fixed Fee for any Exceptions will not exceed \$15 per report. The parties will meet and review the Fixed Fee on or about each anniversary of the Effective Date. For clarity, the Fixed Fee is paid by the end user (e.g., the inspector) and the Client is not billed for any fees.

2.1.2 As part of the Services, LIV will collect all fees including the Fixed Fee, due and payable by third party inspectors in connection with activities relating to Vault and the Services, plus any additional fees that Client charges in connection with the activities relating to the premises in question (the **"Inspection Fees"**). The Inspection Fees will be determined solely by Client. If Client elects under the applicable SOW, it may add an administration fee to the Inspection Fees charged to the Client's customers. If so, LIV will collect that administration fee in addition to the Inspection Fees.

2.1.3 If Client elects to include any Inspection Fees, then within 30 days following the end of each calendar quarter, LIV will remit to Client the amount by which the amount of Inspection Fees collected during such quarter exceeds the amount of Fixed Fees due and payable to LIV under this Agreement for such quarter.

Section 3. TERM AND TERMINATION

Term of Agreement. The term of this Agreement will be for an initial period commencing on the Effective Date and running through the date that is five (5) years from the Effective Date (**"Initial Term"**). Thereafter, the Term will automatically be renewed for 2 additional one-year terms (each, a **"Renewal Term,"** and collectively with the Initial Term, the **"Term"**) if, no later than 60 days before the expiration of the initial Term or any successive Renewal Term, Client notifies LIV of its intent to renew the Term.

Termination. In addition to any other express termination right set forth in this Agreement:

3.1.1 Either party may terminate this Agreement, without cause, effective on 90 days written notice to the other party;

3.1.2 Either party may terminate this Agreement, effective on written notice to the other party, if the other Party materially breaches this Agreement, and such breach: (a) is incapable of cure; or (b) is capable of cure and remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach; or

3.1.3 Either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (a) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (b) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (c) makes or seeks to make a general assignment for the benefit of its creditors; or (d) applies for or has appointed 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.

Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Client shall immediately discontinue use of the LIV IP and, without limiting Client's obligations under Section 8, Client shall delete, destroy, or return all copies of the LIV IP and certify in writing to the LIV that the LIV IP has been deleted or destroyed. No termination shall affect LIV's responsibility to remit any and all fees collected pursuant to Section 2 of this Agreement.

Survival. This Section 3.4 and Section 2, Section 3.3, Section 4.2, Section 7, Section 8, Section 11, Section 12, and Section 14 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

Section 4. WARRANTIES; LIMITATIONS

Warranty.

Vault and Services Warranties. LIV represents and warrants to Client that all Services to be provided to the Client under the Agreement will be fully and timely performed in accordance with the terms, conditions, and covenants of the Agreement, and all Laws, and that Vault will perform, in all material respects, in accordance with the specifications. While LIV does not warrant the accuracy of the information that is put into Vault by third party inspectors, LIV will take all prudent and necessary steps to ensure its proper and accurate retention, transmission, and provision to Client. Notwithstanding termination of this Agreement for any reason, at all times, the Client will have the ability to access and download all Client Data and related records. LIV further represents and warrants to the Client that LIV has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Vault and the Services, and that LIV is duly authorized to enter into this Agreement and provide the Vault and the Services to the Client

under this Agreement.

Non-Suspension or Debarment. LIV certifies that it and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, or any other state or local government.

Limitations; Disclaimer of Warranties. All information entered into Vault is produced by third party inspectors and their agents. THEREFORE, LIV SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO VAULT BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN THIS SECTION 4, VAULT AND THE SERVICES ARE PROVIDED “AS IS” AND “WITH ALL FAULTS” AND “AS AVAILABLE” AND LIV DOES NOT WARRANT THAT VAULT OR THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. LIV MAKES NO REPRESENTATIONS OR WARRANTIES THAT VAULT OR THE SERVICES WILL PROVIDE ANY PARTICULAR RESULTS. EXCEPT AS SET FORTH IN THIS SECTION 4, LIV DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. THIS DISCLAIMER OF WARRANTY EXTENDS TO CLIENT, CLIENT’S CUSTOMERS, AND ALL OTHER USERS, AND NO DESCRIPTIONS OR SPECIFICATIONS, WHETHER OR NOT INCORPORATED INTO THIS AGREEMENT OR ANY SCHEDULE, EXHIBIT, ANNEX, OR DOCUMENTATION WILL CONSTITUTE WARRANTIES OF ANY KIND. LIV’S SOLE LIABILITY FOR BREACH OF THE WARRANTY SET FORTH IN THIS SECTION 4, AND CLIENT’S SOLE REMEDY, IS THAT LIV WILL, SUBJECT TO SECTION 11 AND SECTION 12, INDEMNIFY AND HOLD CLIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM, OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.

Section 5. PROPRIETARY RIGHTS

Proprietary Rights. LIV retains all right, title and interest in and to Vault, the Services, any derivative works or modifications thereof (the “**Derivative Works**”), any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to Vault, the Services, or any Derivative Works (the “**Documentation**”), any reproductions works made thereof, and any other LIV IP (as that term is defined in Section 6.1). Client shall not remove any product identification or notices of such proprietary rights from Vault or the Services. Except for the limited use rights established under this Agreement, Client has no right, title, or interest in or to Vault, the Services, any Derivative Works, the Documentation, or any other LIV IP.

Use of Trademarks. During the Term, LIV may use the Client’s trademarks and logos for the purpose of providing Vault and the Services to Client, and Client hereby grants LIV the right to use Client’s trademarks and logos for said purposes. LIV may not, without Client’s prior written consent, use Client’s trademarks or logos for any other purpose, including promotional services or commercial services not directly related to the provision of Services under this Agreement.

Section 6. SOFTWARE AS A SERVICE TERMS AND CONDITIONS

Definitions.

6.1.1 **“Aggregated Statistics”** means data and information related to Client's use of Vault that is used by LIV in an aggregate and anonymized manner, including compiling statistical and performance information related to the provision and operation of Vault.

6.1.2 **“Authorized User”** means Client's employees, consultants, contractors, and agents as indicated on the Registration Form (i) who are authorized by Client to access and use Vault under the rights granted to Client by this Agreement and (ii) for whom access to Vault has been purchased under this Agreement. Third party inspectors shall not be considered employess, agents, consultants or contractors of Client unless specifically designated in writing by the City.

6.1.3 **“Client Data”** means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Client, a third party inspector, or an Authorized User through Vault.

6.1.4 **“LIV IP”** means Vault, the Documentation, and any intellectual property provided to Client or any Authorized User in connection with the foregoing. LIV IP includes Aggregated Statistics and any information, data, or other content derived from LIV's monitoring of Client's access to or use of Vault, but does not include Client Data.

6.1.5 **“Registration Form”** means the order form filled out and submitted by or on behalf of Client, and accepted by LIV, for Client's access to Vault under this Agreement.

Access and Use.

Registration. In order to use Vault, Client must: (a) provide certain current, complete, and accurate information about Client as prompted to do so by the Registration Form order to enroll as a Vault user, as applicable; and (b) maintain and update such registration information (**“Registration Data”**) as required to keep such information current, complete, and accurate. If any Registration Data that Client provides is untrue, inaccurate, not current or incomplete, LIV may terminate Client's account and Client's rights to use Vault.

Provision of Access. Subject to and conditioned on Client's compliance with the terms and conditions of this Agreement, LIV hereby grants Client a non-exclusive, non-transferable right to access and use Vault during the Term, solely for use by Authorized Users in accordance with the terms and conditions of this Agreement. Such use is limited to Client's internal use. LIV shall provide to Client the necessary passwords and network links or connections to allow Client to access Vault.

Fees. There are no fees for access to and the use of the Vault.

Documentation License. Subject to the terms and conditions contained in

this Agreement, LIV hereby grants to Client a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Client's internal business purposes in connection with its use of Vault.

Use Restrictions. Client shall use Vault only for the benefit of Client, shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of Vault, and shall not use Vault for any purposes beyond the scope of the access granted in this Agreement. Client shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of Vault or any Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available Vault or the Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of Vault, in whole or in part; (iv) remove any proprietary notices from Vault or the Documentation; (v) use Vault or the Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any person's intellectual property or other rights, or that violates any Law; (vi) interfere with or disrupt the integrity or performance of Vault or the Services or any third-party data contained therein. Client shall not be liable and have no obligations as to third party contractors that inspect, test and maintain fire protections systems use of the Vault.

Reservation of Rights. LIV reserves all rights not expressly granted to Client in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Client or any third party any intellectual property rights or other right, title, or interest in or to the LIV IP.

Data Storage. LIV shall not place any limit on the amount of memory or other computer storage that Client may utilize through Vault.

Suspension. Notwithstanding anything to the contrary in this Agreement, LIV may temporarily suspend Client's and any Authorized User's access to any portion or all of Vault if:

(a) LIV reasonably determines that (i) there is a threat or attack on any of the LIV IP; (ii) Client's or any Authorized User's use of the LIV IP disrupts or poses a security risk to the LIV IP or to any other customer or vendor of LIV; (iii) Client, or any Authorized User, is using the LIV IP for fraudulent or illegal activities; (iv) subject to Law, Client has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (v) LIV's provision of Vault to Client or any Authorized User is prohibited by Law; or

(b) Any vendor of LIV has suspended or terminated LIV's access to or use of any third-party services or products required to enable Client to access Vault; (any such suspension described in subsections 6.2.8(a) and 6.2.8(b), a "**Service Suspension**").

LIV will use commercially reasonable efforts to provide written notice of any Service Suspension to Client and to provide updates regarding resumption of access to Vault following any Service Suspension. LIV will use commercially reasonable efforts to resume providing access to Vault as soon as reasonably possible after the event giving rise to the Service Suspension is cured. LIV will have no liability for any damages, liabilities, losses (including any loss of data or profits), or any other consequences that Client or any Authorized User may incur as a result of a Service Suspension.

Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, LIV may monitor Client's use of Vault and collect and compile Aggregated Statistics. As between LIV and Client, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by LIV. Client acknowledges that LIV may compile Aggregated Statistics based on Client Data input into Vault. LIV may (i) make Aggregated Statistics publicly available in compliance with applicable Law, and (ii) use Aggregated Statistics to the extent and in the manner permitted by Law; provided that such Aggregated Statistics do not identify Client or Client's Confidential Information.

LIV Responsibilities and Uptime. LIV is responsible for the acquisition and operation of all hardware, software, and network support related to Vault (other than those required for Client to connect to the internet and access Vault). The technical and professional activities required for establishing, managing, and maintaining the Vault environment are LIV's responsibilities. LIV will take all reasonable and necessary steps to make Vault, but does not guarantee that Vault will be, available 24-7/365 (subject to maintenance downtime).

Equitable Relief. Any breach or threatened breach by Client of any of its obligations under Section 6.2.5 would cause LIV irreparable harm for which monetary damages would not be an adequate remedy. As such, in the event of a breach or threatened breach of Client's obligations under Section 6.2.5, LIV will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are in addition to all other remedies that may be available at law, in equity or otherwise.

Client Responsibilities. Client is responsible and liable for all uses of Vault and any Documentation resulting from access directly provided by Client. Without limiting the generality of the foregoing, Client is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Client will be deemed a breach of this Agreement by Client. Client shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of Vault, and shall cause Authorized Users to comply with such provisions.

Termination and Suspension of Service. If this Agreement is terminated, LIV will implement an orderly return of Client Data in a format readable and useable in Microsoft Excel within 30 days, and shall subsequently securely dispose of Client Data. Client will be entitled to any reasonable post-termination assistance required to ensure Client has received the Client Data in a useable form. LIV shall securely dispose of all requested data in all of its forms, such as

disk, CD/DVD, backup tape, and paper, when requested by the Client. Data will be permanently deleted and not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. LIV will provide certificates of destruction to Client upon request.

Section 7. INTELLECTUAL PROPERTY OWNERSHIP; FEEDBACK

LIV IP. Client acknowledges that, as between Client and LIV, LIV owns all right, title, and interest, including all intellectual property rights, in and to the LIV IP.

Client Data. LIV acknowledges that, as between LIV and Client, Client owns all right, title, and interest, including all intellectual property rights, in and to the Client Data. Client hereby grants to LIV a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Client Data, and perform all acts with respect to the Client Data, as may be necessary for LIV to provide Vault and the Services to Client. LIV may not, without Client's prior written consent, use, resell, redistribute, or republish the Client Data for any other purpose, including promotional services or commercial services, not directly related to the provision of Services under this Agreement.

Feedback. If Client or any of its employees or contractors sends or transmits any communications or materials to LIV by mail, email, telephone, or otherwise, suggesting or recommending changes to the LIV IP, including new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), LIV is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. Client hereby assigns to LIV on Client's behalf, and on behalf of its employees, contractors, and agents, all right, title, and interest in, and LIV is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although LIV is not required to use any Feedback.

Section 8. CONFIDENTIAL INFORMATION

Definition. From time to time during the Term, one party may disclose or make available to the other information about the disclosing party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party at the time of disclosure, as demonstrated by the receiving party's written records; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party without reliance on the disclosing party's Confidential Information.

Nondisclosure and Nonuse.

8.1.1 The receiving party shall not disclose the disclosing party's Confidential

Information to any person or entity, except to the receiving party's employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations under this Agreement. Further, the receiving party shall not, without the disclosing party's prior written permission use Confidential Information for purposes other than internal evaluation for so long as the Confidential Information must be maintained confidential, or analyze, disassemble for reverse engineering, or otherwise attempt to identify the intrinsic nature of any of the disclosing party's Confidential Information.

8.1.2 Notwithstanding the foregoing, the receiving party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law; or (ii) to establish the receiving party's rights under this Agreement, including to make required court filings.

8.1.3 On the expiration or termination of the Agreement, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Confidential Information, or destroy all such copies and certify in writing to the disclosing party that such Confidential Information has been destroyed.

8.1.4 The parties' respective obligations of non-disclosure and non-use with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date of each disclosure of Confidential Information to the receiving party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable Law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under Law.

Breach; Equitable Relief. Each party acknowledges and agrees that a breach or threatened breach by a party of any of its obligations under this Section 8 would cause the non-breaching party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

Section 9. STAFFING; WORK SITES; LAWS

Place and Condition of Work. Client shall provide LIV access to the sites where LIV is to perform the services as required in order for LIV to perform the services in a timely and efficient manner in accordance with and subject to the applicable security Laws.

Staffing. LIV is responsible for supplying its employees to perform the Services, and for supervising and directing those employees. LIV will ensure that its employees are reasonably competent and experienced to perform the Services. If, at any time during the

performance of this Agreement Client finds that the performance of LIV's employees or subcontractors is unsatisfactory, Client may object to the assignment of such employee or subcontractor, and LIV shall assign another of its employees or subcontractors to perform the Services.

Compliance with Health, Safety, and Environmental Regulations. LIV and its employees will comply in all material respects with all applicable Laws in the performance of the Services, including those promulgated by the Client and by the Occupational Safety and Health Administration (OSHA).

INSURANCE. During the Term, LIV, at its cost and expense, shall purchase and maintain the insurance set forth in this Section 10. Coverage must be provided by companies qualified to do business in the state(s) in which the Services will be performed.

Workers' Compensation and Employers' Liability. Workers' Compensation insurance must be provided as required by all applicable state laws. Employers' Liability insurance must be provided in amounts of at least \$100,000 each accident for bodily injury by accident; \$500,000 policy limit for bodily injury by disease; and \$100,000 for each employee for bodily injury by disease.

Commercial General Liability. LIV will obtain and maintain a Commercial General Liability (Occurrence) policy, which policy shall include coverage for premises and operations, products and completed operations, contractual liability, broad form property damage, and personal injury liability. The policy must have a combined single limit for bodily injury and property damage of \$1,000,000 each occurrence; \$1,000,000 for personal injury liability; and \$2,000,000 general aggregate.

Insurance Certificate. Upon request, LIV will provide Client with a certificate evidencing the required insurance coverages.

Notice of Policy Changes. The insurance policies required under this section must all provide that they will not be terminated, cancelled, or allowed to expire without 30 days' prior written notice to the insured. If so notified, LIV will notify Client of the change, timely procure replacement coverage, and provide a replacement certificate to Client.

Section 10. INDEMNIFICATION

LIV's Indemnification Obligations. LIV shall indemnify, defend, and hold harmless Client and its officers, directors, employees, agents, successors and permitted assigns (each, a "**Client Indemnitee**") from and against all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") awarded against a Client Indemnitee in a final judgment and arising out of or resulting from any third-party claim, suit, action or proceeding (each, a "**Third-Party Action**") for:

10.1.1 Bodily injury, death, or damage to real or tangible, personal property resulting from LIV's willful, fraudulent, or negligent acts or omissions;

10.1.2 Claims that allege Vault or the Services, or any use of Vault or the Services in accordance with this Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets; provided that this Section 11.1.2 will not apply to the extent that the alleged infringement arises from: (a) use of Vault or the Services in combination with data, software, hardware, equipment, or technology not provided by LIV or authorized by LIV in writing; (b) modifications to Vault or the Services not made by LIV; or (c) Client Data;

10.1.3 Any losses arising out of or related to LIV's breach of any of LIV's representations, warranties, or obligations under this Agreement; or

10.1.4 Any losses awarded against Client in a final judgment and arising out of or resulting from any Third-Party Action for bodily injury, death of any person or damage to real or tangible, personal property, in each case resulting from LIV's grossly negligent or willful acts or omissions.

Client's Liability. Client shall not be required to indemnify or hold LIV harmless against liabilities arising from this Agreement. However, as between Client and LIV, and to the extent permitted by law and legally available funds, Client is responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to:

10.1.5 Any Losses arising out of or related to Client's breach of any of Client's representations, warranties, or obligations under this Agreement; and

10.1.6 Any Losses awarded against LIV in a final judgment and arising out of or resulting from any Third-Party Action:

(a) For bodily injury, death of any person or damage to real or tangible, personal property resulting from Client's grossly negligent or willful acts or omissions;

(b) Based on Client's or any Authorized User's (i) use of Vault or the Services in combination with data, software, hardware, equipment, or technology not provided by LIV or authorized by LIV in writing, or (ii) modifications to Vault or the Services not made by LIV.

Indemnification Procedures. The party seeking indemnification under this Agreement must promptly notify the indemnifying party in writing of any Action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend that Action, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any Action in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party's failure to perform any obligations under this Section 11.3 will not relieve the indemnifying party of its obligations under this Section 11.3 unless, and then solely to the extent that, the indemnifying party can demonstrate that it has been materially prejudiced as a

result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

Infringement Remedy. If a Third-Party Action that would entitle Client to indemnification under Section 11.1.2 is made or appears possible, Client shall permit LIV, at LIV's sole discretion, to (a) modify or replace Vault or the Services, or component or part thereof, to make it non-infringing, or (b) obtain the right for Client to continue to use the item in question. If LIV determines that neither alternative is reasonably available, LIV may terminate this Agreement, either in its entirety or with respect to the affected component or part, effective immediately on written notice to Client. SECTION 11.1.2 AND THIS SECTION 11.4 SET FORTH CLIENT'S SOLE REMEDIES AND LIV'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIM THAT VAULT OR THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. LIV'S LIABILITY UNDER SECTION 11.1.2 AND THIS SECTION 11.4 IS SUBJECT TO THE LIABILITY LIMITS SET FORTH IN SECTION 12.

Section 11. ASSUMPTION OF RISK; LIMITATION OF LIABILITY

Risks Inherent to Internet. Client acknowledges that: (a) the Internet is a worldwide network of computers; (b) communication on the Internet may not be secure; (c) the Internet is beyond LIV's control; and (d) LIV does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using Vault and the Services, including the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes the general risks arising from utilization of the internet knowingly and voluntarily. Without limiting the foregoing, Client hereby assumes the risk of, and LIV will have no responsibility or liability of any kind under this Agreement for: (1) errors in Vault or the Services resulting from misuse, negligence, revision, modification, or improper use of all or any part of Vault or the Services by any entity other than LIV or its authorized representatives, employees, contractors, or consultants; (2) Client's use of any version of Vault other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to Vault; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of Vault that meet LIV's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-LIV products or services; or (7) data or data input, output, accuracy, and suitability, which will be deemed to be under Client's exclusive control. The assumption of risk stated in clause (1) of the preceding sentence will only apply if LIV has taken commercially reasonable steps to prevent and safeguard against the types of errors listed in that clause (1).

Exclusion of Certain Damages; Limitation of Liability. IN NO EVENT WILL LIV BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH

OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER LIV WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

Exceptions. The exclusions and limitations in Section 12.2 do not apply to: (a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 8 (Confidential Information); (b) damages or other liabilities arising out of or relating to a party's willful misconduct or intentional acts; (c) Third-Party Actions for death or bodily injury or damage to real or tangible personal property resulting from a party's willful or grossly negligent acts or omissions; and (d) a party's obligation to pay attorneys' fees and court costs in accordance with Section 14.5.

Section 12. FORCE MAJEURE

12.1 Neither party will be liable or responsible to the other party, nor 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 to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including (a) acts of God; (b) flood, fire or explosion; (c) war, invasion, riot or other civil unrest; (d) actions, embargoes or blockades in effect on or after the date of this Agreement; (e) national or regional emergency; (f) strikes, labor stoppages or slowdowns or other industrial disturbances; (g) compliance with any law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition, or failing to grant a necessary license or consent; (h) shortage of adequate power or telecommunications or transportation facilities; or (i) any other event that is beyond the reasonable control of such party (each of the foregoing, a "**Force Majeure Event**").

12.2 A party whose performance is affected by a Force Majeure Event must give notice to the other party, stating the period of time the occurrence is expected to continue and must use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event. The non-affected party may terminate this Agreement or any affected SOW if such failure or delay continues for a period of 60 days or more and, if the non-affected party is the Client, receive a refund of any amounts paid to the LIV in advance for the affected Services. .

Section 13. MISCELLANEOUS

Notices. All notices permitted or required under this Agreement must be in writing and may be delivered (i) in person, with the date of notice being the date of personal delivery; (ii) by U.S. Mail, postage prepaid for certified or registered mail, return receipt requested, with the date of notice being three days following the date of the postmark on the return receipt; (iii) by nationally recognized delivery service such as Federal Express, with the date of notice being the date of delivery as shown on the confirmation provided by the delivery service; (iv) by e-mail, with confirmation of sending of the e-mail and a copy of the e-mail dispatched the same day by one of the methods in clauses (ii) and (iii), with the date of notice being the date of the e-mail. Notices must be addressed to the following addresses, or such

other address as one party shall provide the other parties:

To LIV: **Life Safety Inspection Vault LLC**
 Attn.: Manager
 146 East Chubbuck Road, Suite C
 Chubbuck, ID 83202
 Phone: (208) 254-7718
 E-mail: Cole.harding@livsafe.com

To Client: **City of Watertown**
 Attn.: Fire Chief
 106 Jones Street
 Watertown, WI 53094
 920-261-3610

Interpretation. Headings in this Agreement are for convenience only and will not affect its meaning. For purposes of this Agreement, (a) the words "include," "includes," and "including" will be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. This Agreement must be construed simply according to its fair meaning and without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Each Registration Form, each SOW, and all exhibits other documents referred to in this Agreement must be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim in the body of this Agreement.

Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by either party of any default in performance by the other party, or any waiver by either party of any breach, or series of breaches, of any of the terms, covenants, or conditions of this Agreement will constitute a waiver of any subsequent breach of any such terms, covenants, or conditions.

Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties will negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement will be consummated as originally contemplated to the greatest extent possible.

Choice of Law; Attorneys' Fees. The parties intend for this Agreement to be construed and enforced under the laws of the State of Wisconsin, except for its choice of law provisions. The parties specifically exclude the application of the United Nations Convention on

Contracts for the International Sale of Goods. The prevailing party in any proceeding will be entitled to recover in any judgment its reasonable attorneys' fees as may be allowed by the court, together with such court costs and damages as may be provided by Law.

Assignment. Neither Client nor LIV may assign any of its rights or delegate any of its obligations under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the other party's prior written consent, which consent may not be unreasonably withheld, delayed, or conditioned. Any purported assignment or delegation in violation of this Section 14.6 is void. No assignment or delegation will relieve the assigning or delegating party of any of its obligations under this Agreement. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

Export Regulation. Vault and the Services utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Client shall not, directly or indirectly, export, re-export, or release the Services or the underlying software or technology to, or make the Services or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Client shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), before exporting, re-exporting, releasing, or otherwise making the Services or the underlying software or technology available outside the US.

US Government Rights. Each of the Documentation and the software components that constitute Vault and the Services is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Client is an agency of the US Government or any contractor therefor, Client only receives those rights with respect to Vault, the Services, and the Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and its contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

Entire Agreement. This Agreement, together with any other documents incorporated into this Agreement by reference, the Registration Form(s), and all SOW(s) constitutes the parties' sole and entire agreement with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. If there is any inconsistency between the statements made in the body of this Agreement, the Registration Forms(s), the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its exhibits; (ii) second, the applicable SOW; (iii) third, any Registration Form; and (iv) fourth, any other documents incorporated herein by reference.

Counterparts. This Agreement may be executed in any number of counterparts,

each of which will be deemed to be an original, all of which constitute one and the same Agreement. Delivery of an executed counterpart signature page of this Agreement by facsimile, electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, has the same effect as delivery of an executed original of this Agreement.

The parties are signing this Agreement as of the Effective Date.

LIFE SAFETY INSPECTION VAULT LLC,
an Idaho limited liability company

THE CITY OF WATERTOWN,
a municipal corporation of
the State of Wisconsin

By: *Cole Harding*

By:

Name: Cole Harding

Name:

Title: President

Title:

EXHIBIT A

Statement Of Work (SOW)

To be considered as part of the Contract between



and

Watertown Fire Department



EXHIBIT A

Section 1 – General Provisions

1. Life Safety Inspection Vault (LIV) is a proactive, web-based solution provided to fire departments that collects, organizes, and stores fire and life safety system reports pertaining to inspection, testing, and maintenance. Fire departments will be able to view all reports submitted within their jurisdiction in one centralized, online location. Additionally, deficiencies, impairments, systems that are past due for inspection, and companies performing work in the jurisdiction are all viewable. From the inspection reports, the LIV system generates valuable metrics for the fire department to use a data-driven approach to prioritize fire prevention efforts and quantifies the number of fire and life safety systems that are in the jurisdiction.
2. LIV sends notifications to each business location alerting them of any past due, missing, or deficient inspections. Designed with simplicity, the LIV system is no cost to the fire department, streamlines the inspection reporting process, and generates data for the department. A partnership with LIV will help create a safer community.
3. A customized LIV account will allow fire departments to view all registered inspection companies registered with LIV and submitting reports within their jurisdiction. The fire department will also be given edit capabilities that allows a user, among other things, to add or update AHJ information, comment on inspection reports, and edit premise data, as needed.
4. The fire department will have the capability to pull a variety of reports including past due and deficient inspections, upcoming reports submitted per company, and/or inspections by system type.

Section 2 – Deliverables

1. Training – LIV will provide ongoing training to all users. Training comes at no cost and will be available throughout life of contract.
2. Mapping – Mapping components are integrated into the LIV system, utilizing Google mapping features and structure identification tools.
3. Customer Support – All users of will be provided 24/7 customer support throughout the life of the contract. Contact info is as follows: #1-855-225-4822, or emailed at info@livsafe.com
4. Payment Processing – Through a secure source LIV electronically collects and processes all fees from inspection companies submitting reports to LIV's web application.
5. Contractors – Any inspection company performing inspections, testing, or maintenance will ONLY be able to see reports that were submitted by their company. Contractors will have limited view capabilities and will have some edit capabilities.
6. Report Types – LIV has the ability to track any of the system types listed below. If there are additional systems that are desired to be tracked, it must be mutually agreeable with LIV. Intervals of inspection, testing, and maintenance are determined by the AHJ's and adopted fire code. All reports will be stored and retained for the entirety of the active agreement.

EXHIBIT A

Fire Alarm	Fire Hydrant	Standpipe	Elevator
Fire Sprinkler	Fire Pump	Dry Chemical Suppression	Emergency Generator
Sprinkler 5 Year	Hood Suppression	Clean Agent	Backflow
Fire Extinguishers	Hood Cleaning	Active Smoke Control	

7. Notifications – Notifications related to inspection and maintenance of the fire system will be communicated to the business location by regular mail or email, where possible. Notifications can be sent on behalf of the fire department and may state the system name, details of the deficiency (if applicable), and the name of the last service company that performed the inspection. LIV will design the notifications and get approval from the AHJ on all verbiage prior to the Effective Date.
 - a. Contractors – An informational letter will be sent to all known contractors performing work within the jurisdiction. LIV will inform the contractors about the process and offer ongoing training and support during the life of the contract.
 - b. Past Due Notice – A courtesy reminder will be sent by LIV on behalf of the AHJ to notify the building that the fire and life safety system inspection is past due.
 - c. Deficiency Notice – If a report is submitted stating that there were deficiencies found during the last inspection, the AHJ will have the option to send a letter to inform the premise that they must rectify the reported deficiencies. This notice will not automatically be sent but is ready for the AHJ to send with the click of a button.
8. Hosting/Security – Industry best practices, Included the following:
 - a. Security monitoring
 - b. Password protection
 - c. Disaster recovery
 - d. Data protection at a secure data center
 - e. SSL encrypted
 - f. Network protection
 - g. Hacker prevention

Section 3 – Fire Department Responsibilities

Throughout the life of the contract, it will be the fire department's responsibility to have, provide, or require the following:

1. Contractors to submit all system inspections through LIV's web portal.
2. All adoption of local fire code, ordinances, or other relevant information.
3. Any equipment needed to access the web portal.
4. Any reports that are sent directly to the fire department must be returned to the contractor and given direction to upload the report(s) to the LIV web portal.
5. At least one designated contact person for LIV.

MEMO

Fire Department

To: Common Council

From: Fire Chief Tanya Reynen

Date: 9/27/2024

Subject: Inspection, Testing and Maintenance (ITM) Third-Party online reporting

Background

Fire protection systems, such as fire alarm systems, fire sprinkler systems and cooking hood extinguishing systems, are known variables in any community's lifesaving efforts and property conservation. Annual inspections and maintenance precipitate their success. Occupancies required to have these systems within the City of Watertown must provide annual inspection and maintenance documentation as specified under the current fire prevention code.

Across our region, the use of third party ITM reporting is a crucial element in enforcing and tracking the status of fire protection systems. Communities surrounding us utilizing a third-party reporting system include Beaver Dam, City of Waukesha, City of Brookfield, and City of Pewaukee. This national best practice ensures that life safety systems are properly operating and maintained, a key factor in our community's safety. These reporting programs are specifically designed to allow the Authority Having Jurisdiction (AHJ) to receive inspection reports from fire protection system service companies electronically. This enables the AHJ to identify non-compliant fire protection systems as soon as possible, a crucial step in ensuring our community's and firefighters' safety.

This practice of Inspection, Testing and Maintenance, as outlined within NFPA 25 and NFPA 72 has been adopted by the City of Watertown ordinance Chapter 303 and Wisconsin Chapter 314, Fire Prevention. The only change will be how the city and the Fire Department will receive these records.

This service is available at NO COST to the Department, or directly to the property owner. The ITM vendor bills the contractor a fee for records submitted. The ITM record is then paired with the electronic inspection record using our inspection software. Additionally, the third-party vendor takes a proactive approach, sending reminders to property owners for required services and following up on any deficiency repairs to ensure systems are maintained and operational.

MEMO

Budget Goal

4. Fosters community growth by assessing opportunities, stakeholder input, environmental needs, and modern code and policy priorities.
5. Maintains a safe and healthy community, with an eye toward future needs and trends.

Financial Impact

There is no financial impact on the City or Departments budget.

Recommendation

The department recommends contracting with LIV as a third party vendor to maintain online reporting of suppression systems, inspection, testing and maintenance.

2024 Operational Goal

Implementation of programs to improve fire prevention and inspection efforts within the City of Watertown Fire Department response area.