



PUBLIC SAFETY & WELFARE COMMITTEE MEETING AGENDA

WEDNESDAY, OCTOBER 02, 2024 AT 5:00 PM

ROOM 0041, LOWER LEVEL, MUNICIPAL BUILDING, 106 JONES STREET, WATERTOWN, WI

Virtual Meeting Info: <https://us06web.zoom.us/join> Meeting ID: 543 850 6085 Passcode: license One tap mobile +16469313860

<https://us06web.zoom.us/j/5438506085?pwd=2BzI5YIFWz8CJhn4zgXM1kDcE0mHoL1>

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

1. CALL TO ORDER

2. RECIEVE COMMENTS FROM THE PUBLIC

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

3. APPROVAL OF MINUTES

A. Public Safety minutes from September 4, 2024

B. Public Safety minutes from September 17, 2024

4. BUSINESS

A. Discuss and take possible action: Ordinance 303.13 Third Party Inspection and Reporting System

B. Review and take action: Do Not Block Driveway sign on the west end of Willow Street by the boat launch.

C. Review and take action: amend Section 500-3(B), Stop Intersections

D. Review and take action: Special Event - Watertown Christmas Parade

E. Review and take action: Special Event - Moose Lodge Trunk or Treat

F. Review and take action: Special Event - Run Turkey Run

5. ADJOURN

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

PUBLIC SAFETY & WELFARE COMMITTEE

September 4, 2024

5:00 p.m.

1. CALL TO ORDER

Members Present	Also in Attendance	Citizens Present
<ul style="list-style-type: none"> Dana Davis, Chair Brad Blanke Steve Board Eric Schmid 	<ul style="list-style-type: none"> Andrew Beyer Chief David Brower Chief Tanya Reynen 	<ul style="list-style-type: none"> Stacy Estudillo Don McEvoy Ian Pilak (virtual)

2.RECEIVE COMMENTS FROM THE PUBLIC

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

Stacey Estudillo shared comments regarding the recent hiring of a Watertown police officer.

3.APPROVAL OF MINUTES

Public Safety minutes from August 7, 2024

- Public Safety Meeting Notes 8.7.24.pdf (0.02 MB)
- MOTION:** Motion to approve made by Board and seconded by Schmid. Motion passed unanimously.

4.BUSINESS

- A. Discuss and possible action: Fire Department Fireworks
 - Memo for Public Safety August 2024 Fireworks.pdf (0.55 MB)
 - Discussion surrounding the findings of Chief Reynen and Chief Brower regarding incident and citation trends for fireworks.
 - NO ACTION TAKEN**
- B. Review and take possible action: Stop Sign Request at intersection of Deer Trail and Willow Creek Parkway
 - 2024.0904_AMB_Stop Sign Deer Trail and Willow Creek.pdf (1.13 MB)
 - Site Map.pdf (0.28 MB)
 - Discussion surrounding the possible need for a stop sign. Don McEvoy, a resident in that neighborhood, explained that some residents are passing quickly through the intersection without slowing down. There is concern that a child will be hit. Beyer relayed that guidance from the MUTCD does not support putting a stop sign in that area. No vehicle accidents have been reported in that area. A stop sign would cost about \$200. The City does not generally put stop signs in residential neighborhoods due to the cost and number that would be required.
 - ACTION:** Board made a motion to put a stop sign at Deer Trail and Willow Creek. Motion failed for lack of a 2nd.
 - MOTION:** Blanke made a motion to ask the staff to investigate stop signs around parks in the city to determine if we put stop signs at residential T's around parks.

Motion seconded by Board. Motion passed unanimously. Beyer indicated the information could be prepared and reported at the December PS&W meeting.

C. Review and take possible action: Amend Chapter 500-5 of City of Watertown Municipal Code of Ordinances, One Way Streets and Alleys

- [2024.0904_AMB_Chapter 500 Repeal.pdf](#) (1.14 MB)
- [Site Map.pdf](#) (0.91 MB)
- [Bump Outs Detail.pdf](#) (0.38 MB)
- [Dimensioning 3rd-4th Street.pdf](#) (0.08 MB)
- [3rd-4th One-Way Conversion_DRAFT Prelim Findings \(abbreviated study\).pdf](#) (13.94 MB)
- [Ord. #24-XX_Repeal Chapter 500-5 One-Way Traffic on Third and Fourth Streets.pdf](#) (0.02 MB)
- Beyer presented the findings from the preliminary traffic study. Board also relayed some of the discussion that has been presented to the Downtown Main Street Reconstruction Task Force and Public Works Commission. Downtown Main Street Reconstruction Task Force and Public Works Commission on August 27, 2024. The Task Force made a positive recommendation to Public Works Commission to remove bump outs at the intersections of Main Street & Third Street and Main Street and Fourth Street to allow for conversion of Third Street & Fourth Street to two-way as part of the 2028 WisDOT Main Street Reconstruction Project. Public Works Commission approved removing bump outs proposed at both intersections to potentially allow for two-way traffic on both streets. The Commission was informed that if they approved converting Third & Fourth Streets to allow for two-way traffic, this item would move onto Public Safety & Welfare Committee for ordinance revision.
- **MOTION:** Davis made a motion to repeal chapter 500-5 of City of Watertown Municipal Code of Ordinances, One Way Traffic Third and Fourth Street. Motion seconded by Blanke. Motion passed 3 (Davis, Blanke, Board) to 1 (Schmid).

D. Review and take action: Special Event - Freedom Ride

- [Memo re PSW -Freedom Ride.pdf](#) (0.05 MB)
- [2024-27 Application.pdf](#) (0.20 MB)
- [2024-27 Map.pdf](#) (0.18 MB)
- **MOTION:** Board passed a motion to approve the Freedom Ride Special Event. Motion seconded by Schmid and passed unanimously.

5.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.

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, Chair• Brad Blanke• Steve Board• Eric Schmid	<ul style="list-style-type: none">• Chief David Brower	<ul style="list-style-type: none">• Marcia Brower• Zack Goodrow

2. BUSINESS

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

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

MEMO

Fire Department

To: Public Safety and Welfare Committee

From: Fire Chief Tanya Reynen

Date: 9/3/2024

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 adoption of the ordinance proposed to specifically require third-party inspection, testing and maintenance online reporting.

2024 Operational Goal

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

**ORDINANCE TO
CREATE SECTION 303-13. THIRD PARTY INSPECTIONS AND
REPORTING SYSTEMS OF THE CITY OF WATERTOWN GENERAL
ORDINANCES**

**SPONSOR: MAYOR MCFARLAND
FROM: PUBLIC SAFETY AND WELFARE**

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

SECTION 1. Section 303-13 “Third Party Inspections and Reporting Systems” is hereby
created to read and include as follows:

303-13. THIRD PARTY INSPECTIONS AND REPORTING SYSTEMS.

(a) The owner or owner’s lessee of property where any of the devices,
equipment, alarms, or systems listed below are required by this Fire Prevention
Code or are otherwise installed on the property shall cause their maintenance,
testing and inspections to be conducted by qualified service personnel in
accordance with this Code at the required intervals:

<u>Fire Protection Measure</u>	<u>NFPA</u>
Automatic Fire Sprinkler System	25
Commercial Kitchen Hood System	17A
Fire Alarm System	72
Standpipe (incl. 5-year test)	25
Private Hydrant System	25
Foam System (incl. 5-year test)	25

(b) Qualified service personnel include the following:

1. Person’s factory-trained and certified for the type and brand of
device, equipment, alarm, or system being inspected or tested.
2. Persons who are registered, licensed or certified by the State
of Wisconsin to perform the required inspections and testing.
3. Persons qualified in the applicable NFPA standard.

(c) The City may retain a third-party person or entity to collect the records of
inspection, testing, and maintenance described in sub. (8)(a) of this section
which shall act as a repository for said records (the “designated electronic
reporting system”) in the same manner as the City otherwise would act
consistent with the City’s authority. Records of all installations, inspections,
tests, and maintenance listed in sub. (8)(a) of this section shall be provided

electronically to the City’s designated electronic reporting system. Completed records shall be submitted no later than 10 business days following the applicable inspection, test, and maintenance. The submitted report shall contain all information required by the City’s designated electronic reporting system. The designated reporting system may charge qualified service personnel a reasonable fee for these services.

(d) Records of any device, equipment, alarm, and system inspection, test, and maintenance required by this Code, including but not limited to the Fire Protection Measures listed in sub. (8)(a) of this section, shall be maintained on the premises for a minimum of 3 years following the date of the inspection, test, and maintenance. Such reports shall also be provided to the Fire Department as required by this Code or upon the request of the Fire Chief or his or her designee.

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:	10/15/24		11/04/2024	
READING:	1ST		2ND	
	YES	NO	YES	NO
DAVIS				
LAMPE				
BOARD				
BARTZ				
BLANKE				
SMITH				
SCHMID				
WETZEL				
MOLDENHAUER				
MAYOR MCFARLAND				
TOTAL				

ADOPTED November 4, 2024

CITY CLERK

APPROVED November 4, 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@livesafe.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@livesafe.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

DPW – Street/Solid Waste Division

To: Alderperson Davis and Public Safety Committee Members

From: Stacy Winkelman

Date: September 24, 2024

Subject: Agenda Item – Sign Request

Background

Ed Bruenig who owns the property at 1412 Oconomowoc Avenue has requested a “Do Not Block Driveway” sign to be placed at a driveway entrance to the northwest side of his property located off of Willow Street by the boat launch. Numerous people use this area for fishing and have been blocking his driveway entrance with their parked cars.

Budget Goal

Sign would be taken out of account 01-54-41-18 Signs and Markings Supplies & Expense.

Financial Impact

Minimal cost for sign and post; items are most likely in our stock.

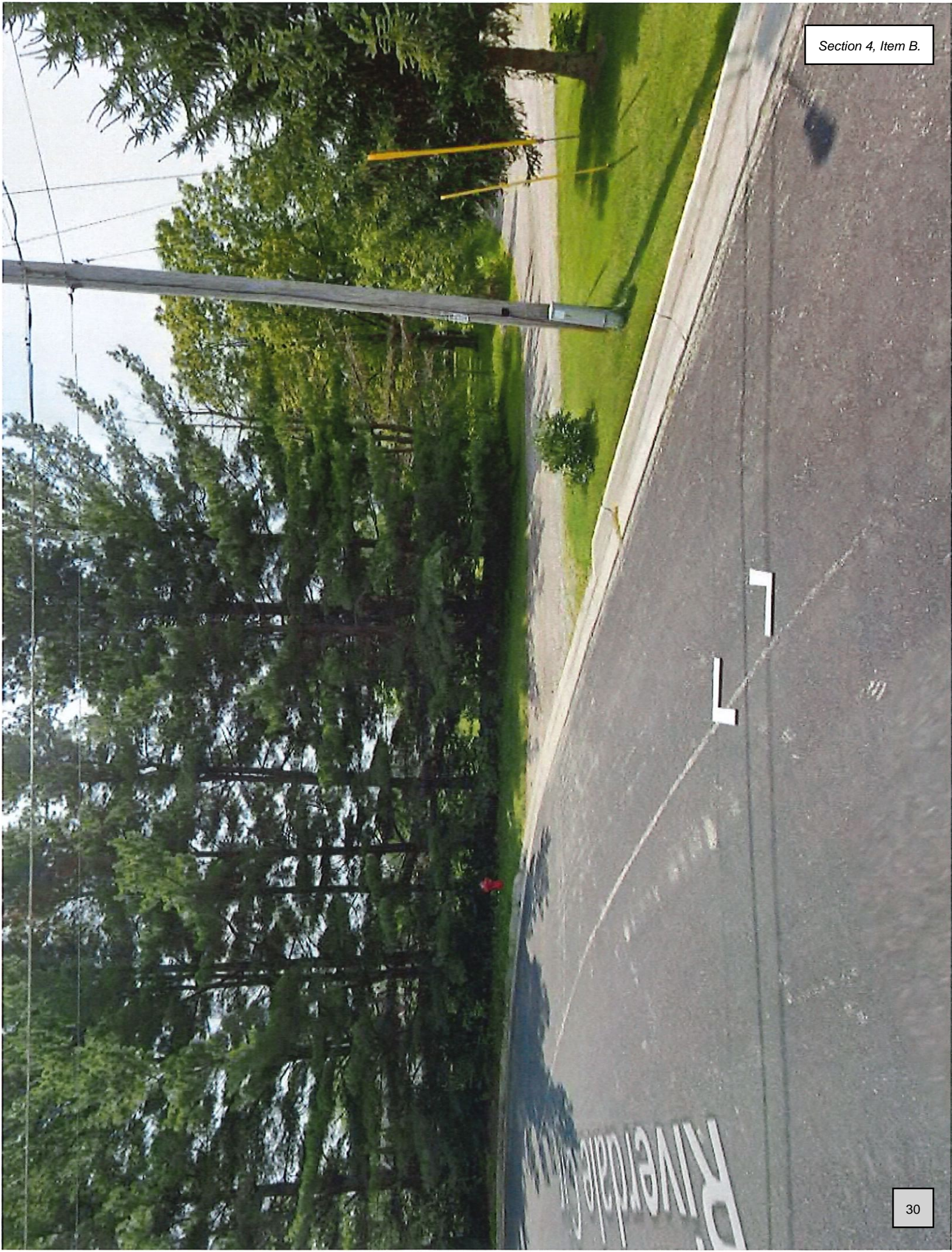
Recommendation

It is my recommendation to approve this sign installation to assist this property owner with access to his driveway. Similar signs have been put up on Milwaukee Street by the gas station and Cady Street by City Hall’s parking lot.

2024 Operational Goals

1. Proactively maintains and improves our parks and infrastructure in an effort to ensure quality, safety and compliance
2. Supports employee retention and growth, and also works to address critical staffing areas
3. Invests in the assessment, strategic planning and maintenance of our city buildings
4. Promotes and fosters innovative approaches for community development and growth
5. Maintains a safe and healthy community, and expands community education on safety and health





MEMO

Engineering Division of the Public Works Department

To: Chairperson Davis and Public Safety & Welfare Committee

From: Andrew M. Beyer, P.E., Director of Public Works/City Engineer

Date: September 26, 2024

Subject: Public Safety & Welfare Committee Meeting of October 2, 2024

Background

Agenda Item:

Review and take possible action: Amend Section 500 – 3(B), Stop Intersections of the City of Watertown General Ordinances- Stop Sign on Western Avenue at South First Street

BACKGROUND:

The City is contracted with Graef-USA to prepare plans and specifications for a WisDOT Surface Transportation Program – Local (STP-L) funded project to improve Western Avenue between S. First and S. Third Streets and S. First Street between Milwaukee and Western Avenue. The project is scheduled to be constructed in 2025. The project is being designed to meet current roadway and signage standards. Part of the design will include designated left and right turn lanes in the westbound lane of Western Avenue at S. First Street, which requires one stop sign being placed at the westbound leg of the intersection. Graef is recommending a “Right Turn No Stop” plaque be placed beneath the stop sign for ease of traffic flow. The additional stop sign requires amending Section 500-3(B), Stop Intersections. A draft construction plan sheet and draft ordinance are attached for Committee review.



MEMO

Attachments:

- Plan Sheet
- Draft Ordinance

Budget Goal

1. Proactively maintains and improves our parks and infrastructure in an effort to ensure quality, safety and compliance
5. Maintains a safe and healthy community, and expands community education on safety and health

Financial Impact

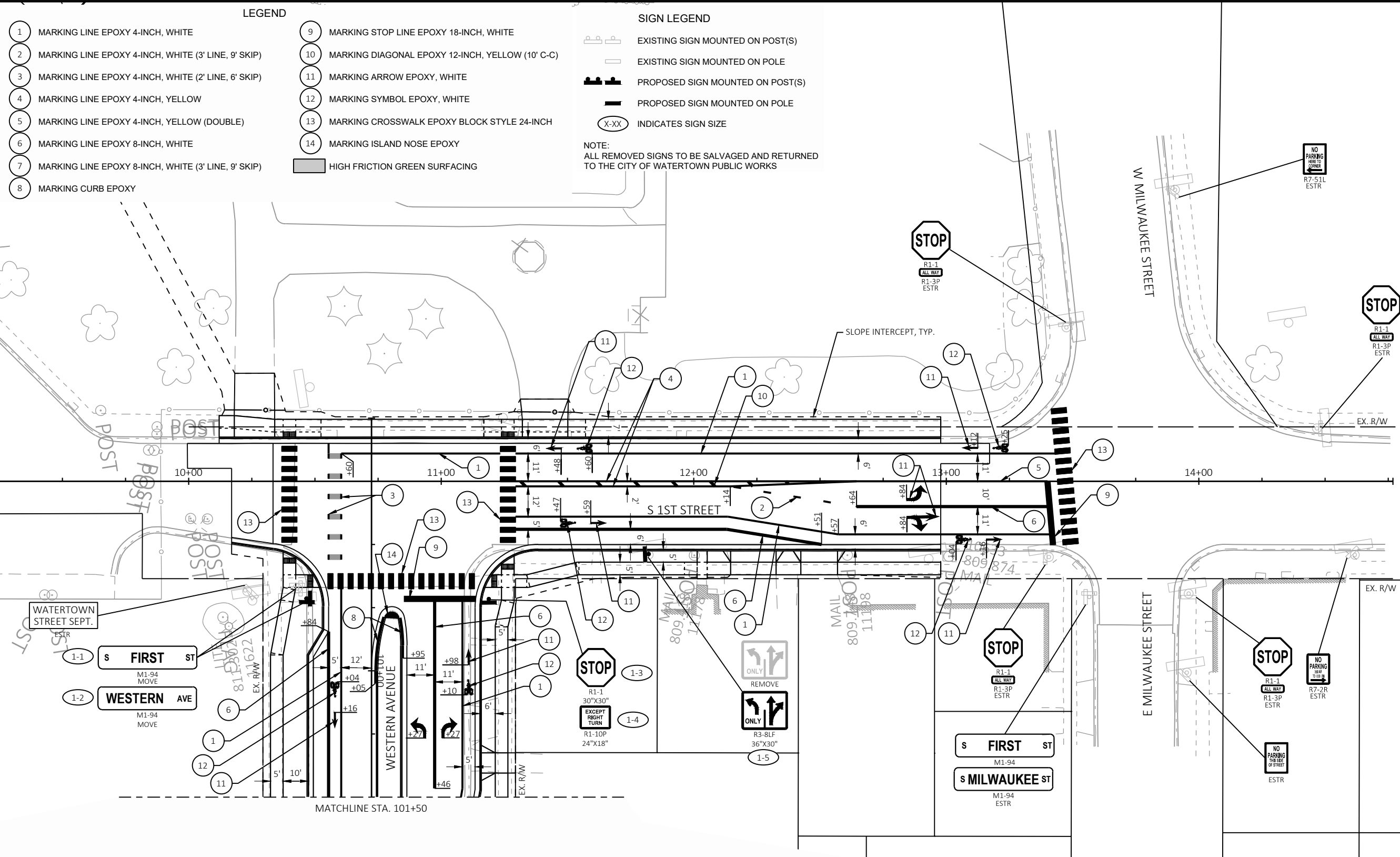
Funding would be included in the 2025 Budget for the project.

Recommendation

Engineering Division recommends placing a STOP sign at Western Avenue and First Street with the added "Right Turn No Stop" plaque. The STOP sign to be placed by completion of the 2025 South First Street and Western Avenue Street Improvement Project.

2

2



- LEGEND**
- 1 MARKING LINE EPOXY 4-INCH, WHITE
 - 2 MARKING LINE EPOXY 4-INCH, WHITE (3' LINE, 9' SKIP)
 - 3 MARKING LINE EPOXY 4-INCH, WHITE (2' LINE, 6' SKIP)
 - 4 MARKING LINE EPOXY 4-INCH, YELLOW
 - 5 MARKING LINE EPOXY 4-INCH, YELLOW (DOUBLE)
 - 6 MARKING LINE EPOXY 8-INCH, WHITE
 - 7 MARKING LINE EPOXY 8-INCH, WHITE (3' LINE, 9' SKIP)
 - 8 MARKING CURB EPOXY
 - 9 MARKING STOP LINE EPOXY 18-INCH, WHITE
 - 10 MARKING DIAGONAL EPOXY 12-INCH, YELLOW (10' C-C)
 - 11 MARKING ARROW EPOXY, WHITE
 - 12 MARKING SYMBOL EPOXY, WHITE
 - 13 MARKING CROSSWALK EPOXY BLOCK STYLE 24-INCH
 - 14 MARKING ISLAND NOSE EPOXY
 - HIGH FRICTION GREEN SURFACING

- SIGN LEGEND**
- EXISTING SIGN MOUNTED ON POST(S)
 - EXISTING SIGN MOUNTED ON POLE
 - PROPOSED SIGN MOUNTED ON POST(S)
 - PROPOSED SIGN MOUNTED ON POLE
 - INDICATES SIGN SIZE
- NOTE:
ALL REMOVED SIGNS TO BE SALVAGED AND RETURNED TO THE CITY OF WATERTOWN PUBLIC WORKS

WATERTOWN STREET SEPT.
ESTR

1-1 S FIRST ST
M1-94 MOVE

1-2 WESTERN AVE
M1-94 MOVE

S FIRST ST
M1-94

S MILWAUKEE ST
M1-94 ESTR

DRAFT ORDINANCE TO AMEND SECTION 500-3 B. STOP INTERSECTIONS OF THE CITY OF WATERTOWN GENERAL ORDINANCES

**SPONSOR: ALDERPERSON DANA DAVIS
FROM: PUBLIC SAFETY AND WELFARE COMMITTEE**

WHEREAS, The City is contracted with Graef -USA to prepare plans and specifications for a WisDOT Surface Transportation Program – Local (STP-L) funded project to improve Western Avenue between S. First and S. Third Streets and S. First Street between Milwaukee and Western Avenue, and;

WHEREAS, The project is scheduled to be constructed in 2025, and;

WHEREAS, a STOP sign is required on the westbound lane of Western Avenue at South First Street with a “Right Turn No Stop” plaque.

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

SECTION 1. Amend Section 500-3 B., Stop intersections as follows;

Intersection	Corners	Restriction
Western Avenue and South First Street	Northeast	Western Avenue shall stop for South First Street

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 on the final completion date of 2025 STP-Local South First Street and Western Avenue Street Improvements Project.

DATE:	October 15, 2024		November 4, 2024	
READING:	1ST		2ND	
	YES	NO	YES	NO
DAVIS				
LAMPE				
BOARD				
BARTZ				
BLANKE				

ADOPTED October 15, 2024

CITY CLERK

APPROVED October 15, 2024

SMITH				
SCHMID				
WETZEL				
MOLDENHAUER				
MAYOR MCFARLAND				
TOTAL				

MAYOR



Office of the
Clerk
106 Jones Street
PO Box 477
Watertown, WI 53094-0477
(920) 262-4006

October 2, 2024

TO: Members of the Public Safety & Welfare Committee

The following application has been made for a Special Event Permit:

Watertown Christmas Parade from the Watertown Parade Committee to be held on November 30, 2024. This is a city sponsored parade - no estimated extraordinary charges.

Respectfully Submitted,

Megan Dunneisen, City Clerk

New Event ☐ Repeat Event ☒ Date Received: 08-26-24 Date of Event: 11-30-24 Fee Amount: \$800 N/A

APPLICANT INFORMATION:			
Name of person, entity, or organization holding the special event: <u>Watertown Christmas Parade Committee</u>			
Address: Street, City, State, Zip <u>1413 Randolph St, Watertown, Wis. 53094</u>			
Phone: <u>920-342-0770</u>		Email: <u>john.wanke@charter.net</u>	
Website: <u>Watertown Parades</u>			
<input checked="" type="checkbox"/> Non-profit Group	<input type="checkbox"/> For Profit	<input type="checkbox"/> Other, please describe:	Nonprofit Tax-Exempt Number
<small>501(c)3, if applicable (include photocopy)</small>			
Is this the applicant's 1 st special event application for the calendar year? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Wisconsin Seller Permit Number: Sales Tax, if applicable (include photocopy)			
If the named applicant is not required to hold a Wisconsin Seller's Permit pursuant to s. 77.54 (7m), Wis. Stats., check this box <input checked="" type="checkbox"/>			
EVENT INFORMATION:			
Event Name: <u>Christmas Parade</u>		Event Date(s): <u>November 30, 2024</u>	
Event Location Address include parking locations and streets to be used if applicable: <u>2nd + Main to College Ave. College to Western. Ending Western + 5th.</u>			
A DETAILED map is required upon submittal of application, is it included? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
Is the event located in a City Park? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
If yes, do you have a park reservation? Yes <input type="checkbox"/> No <input type="checkbox"/> Park name: _____			
Is the event closing of a Street/Alley/Right-of-Way/Parking Lot? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
Will you need City Services for your event? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> for <u>No Parking Signs</u>			
Is the event on private property? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, do you have written permission? Yes <input type="checkbox"/> No <input type="checkbox"/>			
Is the event a city sponsored parade or celebrating a Federal Holiday? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
If yes, please explain:			
Event start/end time: <u>5:30 P.M. - 7:00 P.M.</u>		Event set up/take down times: <u>4:00 - 7:00 P.M.</u>	
Total Attendance: <u>#2,000+</u>		Alcohol consumed, sold, or served? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Vendors? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Event Description (purpose, activity, who can participate, etc. Attach additional sheet if necessary.) <u>To entertain and get people ready for Christmas.</u>			
Will your event be selling food? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, please explain: (Type of food and sold by who)			
MAIN EVENT ORGANIZER – PRIMARY CONTACT IF DIFFERENT FROM APPLICANT:			
Contact Name: First, Middle, Last <u>John J. Wanke</u>			
Address: Street, City, State, Zip		Phone:	Email:
OFFICE USE ONLY:			
APPROVED ON:		PERMIT #	

Indemnification: By signing below, I acknowledge that for good and valuable consideration, I (applicant), on behalf of myself and the organization, if applicable, agree to indemnify, defend and hold harmless the City of Watertown and its officers, officials, employees and agents from and against any and all liability, loss, damage, expenses and costs, including attorney fees, arising out of the activities performed as described herein, caused in whole or in part by any negligent act of omission of the applicant/organization, anyone directly or indirectly employed by any of them or anyone whose acts may be liable, except where caused by the sole negligence or willful misconduct of the City.

Certification: By signing below, I certify that I am at least 18 years of age and that I have reviewed and understand the City's Insurance Requirements and Ordinance for Special Events. My signature further confirms: (i) I understand the filing of this application does not ensure the issuance of a Special Event Permit; (ii) The special event application fee is non-refundable (iii) I will be responsible for ensuring the event and event participants comply with all applicable City ordinances, traffic rules, park rules, state health laws, fire codes, alcohol licensing regulations, and any other applicable laws, rules and regulation;. (iv) Fees for park facilities, food vendor permits, fireworks permit, any other applicable City of Watertown permits or licenses, other municipal services and equipment, etc., are in addition to the Special Event Permit application fee; (v) I am authorized to apply for this Special Event Permit on behalf of the organization holding the event (if applicable). (vi) The information contained in this application is true and correct to the best of my knowledge. I understand that intentionally providing false or misleading information in this application will be the basis for denial/revocation of the permit and may lead to civil or criminal penalties.

If there are any changes to the Special Event after submittal of the application, I agree to notify the City of Watertown of these changes for review.

Name of Applicant: John Wanke Signature: John Wanke Date: 8-26-24

SPECIAL EVENT APPLICATION FEE & EXTRAORDINARY SERVICES

Application fee is due when the application is submitted and is nonrefundable if the event is cancelled. If the event is rescheduled for a date within 6-months, the application fee would apply to the rescheduled date; if the event is rescheduled for a date later than 6-months of the original event date the application fee is nonrefundable.

\$50.00 - first application for the year of the applicant if submitted 45 days or more prior to event date.

\$35.00 - each subsequent application of the applicant if submitted 45 days or more prior to event date.

(The fee is doubled if submitted less than 45 days prior to event date)

Extraordinary Services - measurable financial costs which are above and beyond the normal levels of public health and safety services on a nonevent day. See the special event fee schedule for more information. Extraordinary services do not include the provision of police protection against hostile individuals targeting the event's message or intentions.

The applicant is liable for and must pay to the city clerk the actual cost of all extraordinary services provided by the city and is required to pay 50% of the estimated extraordinary services prior to the special event with the remaining amount billed at the conclusion of the event. Sales tax will be added if applicable. By signing the applicant acknowledges that they have been made aware of this information.

Signature of Applicant: John Wanke Date: 8-26-24

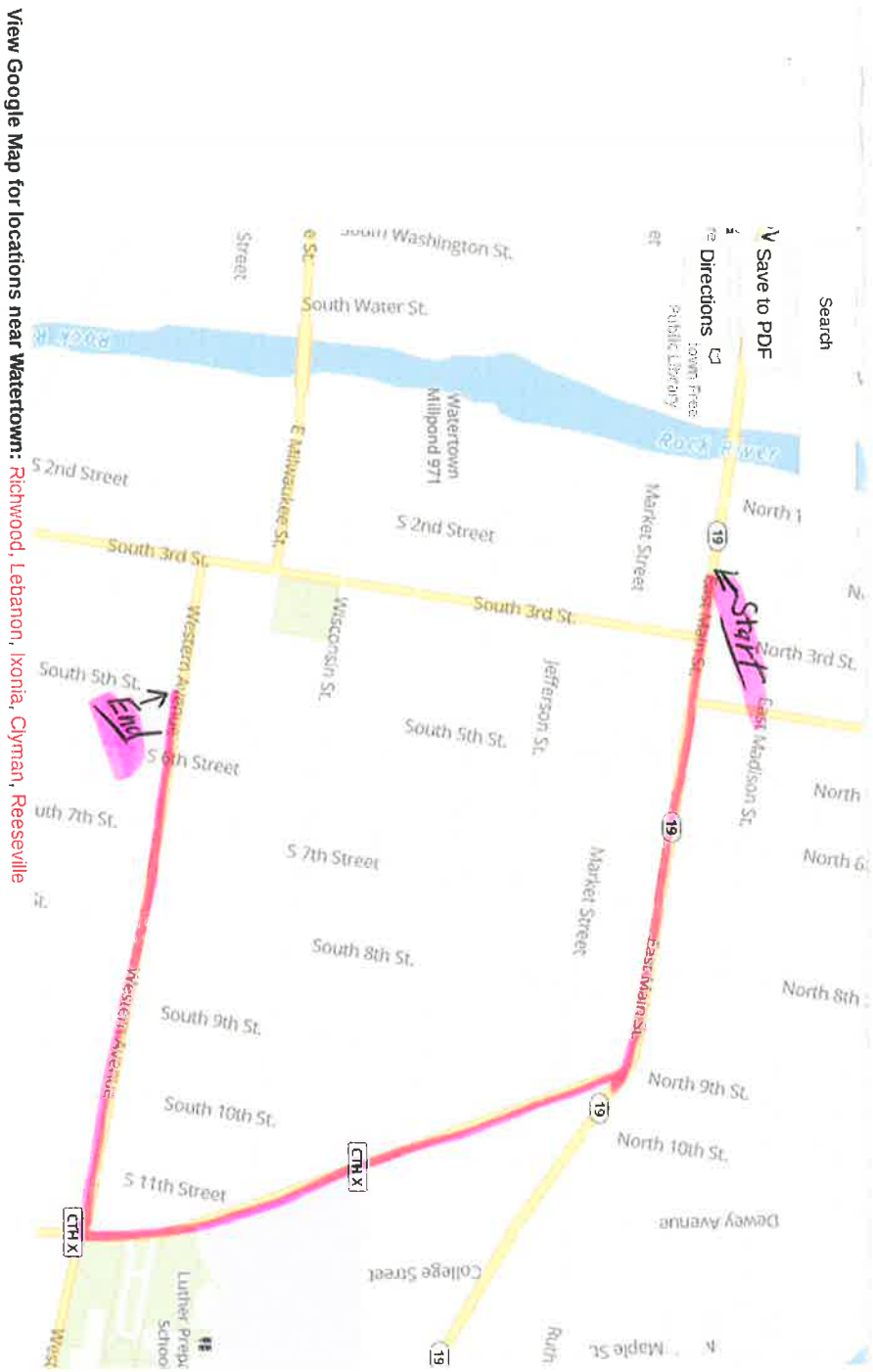
Submit Special Event Application and fee (cash or check) in person or by mail to:

City Clerk 106 Jones Street

PO Box 477

Watertown, WI 53094

Questions: 920-262-4010 or email cityclerk@watertownwi.gov



View Google Map for locations near Watertown: **Richwood, Lebanon, Ixonia, Clyman, Reeseville**

https://24timezones.com/map/us/wi_jefferson/watertown.php



Office of the
Clerk
106 Jones Street
PO Box 477
Watertown, WI 53094-0477
(920) 262-4006

October 2, 2024

TO: Members of the Public Safety & Welfare Committee

The following application has been made for a Special Event Permit:

Trunk or Treat- Moose Lodge on October 26, 2024.

There are no estimated extraordinary charges from any city departments.

Respectfully Submitted,

Becky Wegner, Admin Clerk



SPECIAL EVENT PERMIT APPLICATION

New Event ☐ Repeat Event ☒ Date Received: 8/12/2024 Date of Event: 10-26-24 Fee Amount: 35.00

APPLICANT INFORMATION:

Name of person, entity, or organization holding the special event:

moose Lodge 830

Address: Street, City, State, Zip

1222 Juneau St Watertown, WI

Phone: 920 261 6854

Email:

natessman@ATT.net

Website:

☒ Non-profit Group

☐ For Profit

☐ Other, please describe:

Nonprofit Tax-Exempt Number

501(c)3, if applicable (include photocopy)

Is this the applicant's 1st special event application for the calendar year? Yes ☐ No ☒

Wisconsin Seller Permit Number: Sales Tax, if applicable (include photocopy)

If the named applicant is not required to hold a Wisconsin Seller's Permit pursuant to s. 77.54 (7m), Wis. Stats., check this box ☐

EVENT INFORMATION:

Event Name: Trunk or Treat

Event Date(s): 10-26-24

Event Location Address include parking locations and streets to be used if applicable:

moose Lodge 1222 Juneau St Parking lot

A DETAILED map is required upon submittal of application, is it included? Yes ☐ No ☐

Is the event located in a City Park? Yes ☐ No ☒

If yes, do you have a park reservation? Yes ☐ No ☒ Park name: _____

Is the event closing of a Street/Alley/Right-of-Way/Parking Lot? Yes ☐ No ☒

Will you need City Services for your event? Yes ☐ No ☒ for _____

Is the event on private property? Yes ☒ No ☐ If yes, do you have written permission? Yes ☒ No ☐

Is the event a city sponsored parade or celebrating a Federal Holiday? Yes ☐ No ☒

If yes, please explain:

Event start/end time: 4:00 - 8:00 PM

Event set up/take down times: 8:00 - 9:00 PM

Total Attendance: # 97

Alcohol consumed, sold, or served? Yes ☐ No ☒

Vendors? Yes ☐ No ☒ EAT

Event Description (purpose, activity, who can participate, etc. Attach additional sheet if necessary.)

Fun, SAFE Trick or treating

Will your event be selling food? Yes ☒ No ☐ If yes, please explain: (Type of food and sold by who)

Free Hot Dogs + Brats for kids - Pizza inside to members

MAIN EVENT ORGANIZER – PRIMARY CONTACT IF DIFFERENT FROM APPLICANT:

Contact Name: First, Middle, Last

Andy Tessman

Address: Street, City, State, Zip

207 Fremont WATER TOWN WI 53098

Phone:

920 342 0504

Email:

natessman@ATT.net

OFFICE USE ONLY:

APPROVED ON:

PERMIT #

Indemnification and Hold Harmless

(Read carefully before signing!)

Indemnification: By signing below, I acknowledge that for good and valuable consideration, I (applicant), on behalf of myself and the organization, if applicable, agree to indemnify, defend and hold harmless the City of Watertown and its officers, officials, employees and agents from and against any and all liability, loss, damage, expenses and costs, including attorney fees, arising out of the activities performed as described herein, caused in whole or in part by any negligent act of omission of the applicant/organization, anyone directly or indirectly employed by any of them or anyone whose acts may be liable, except where caused by the sole negligence or willful misconduct of the City.

Certification: By signing below, I certify that I am at least 18 years of age and that I have reviewed and understand the City's Insurance Requirements and Ordinance for Special Events. My signature further confirms: (i) I understand the filing of this application does not ensure the issuance of a Special Event Permit; (ii) The special event application fee is non-refundable (iii) I will be responsible for ensuring the event and event participants comply with all applicable City ordinances, traffic rules, park rules, state health laws, fire codes, alcohol licensing regulations, and any other applicable laws, rules and regulation; (iv) Fees for park facilities, food vendor permits, fireworks permit, any other applicable City of Watertown permits or licenses, other municipal services and equipment, etc., are in addition to the Special Event Permit application fee; (v) I am authorized to apply for this Special Event Permit on behalf of the organization holding the event (if applicable). (vi) The information contained in this application is true and correct to the best of my knowledge. I understand that intentionally providing false or misleading information in this application will be the basis for denial/revocation of the permit and may lead to civil or criminal penalties.

If there are any changes to the Special Event after submittal of the application, I agree to notify the City of Watertown of these changes for review.

Name of Applicant: Andy Tessman Signature: [Signature] Date: 8-5-24

SPECIAL EVENT APPLICATION FEE & EXTRAORDINARY SERVICES

Application fee is due when the application is submitted and is nonrefundable if the event is cancelled. If the event is rescheduled for a date within 6-months, the application fee would apply to the rescheduled date; if the event is rescheduled for a date later than 6-months of the original event date the application fee is nonrefundable.

\$50.00 - first application for the year of the applicant if submitted 45 days or more prior to event date.

\$35.00 - each subsequent application of the applicant if submitted 45 days or more prior to event date.

(The fee is doubled if submitted less than 45 days prior to event date)

Extraordinary Services - measurable financial costs which are above and beyond the normal levels of public health and safety services on a nonevent day. See the special event fee schedule for more information. Extraordinary services do not include the provision of police protection against hostile individuals targeting the event's message or intentions.

The applicant is liable for and must pay to the city clerk the actual cost of all extraordinary services provided by the city and is required to pay 50% of the estimated extraordinary services prior to the special event with the remaining amount billed at the conclusion of the event. Sales tax will be added if applicable. By signing the applicant acknowledges that they have been made aware of this information.

Signature of Applicant: [Signature] Date: 8-5-24

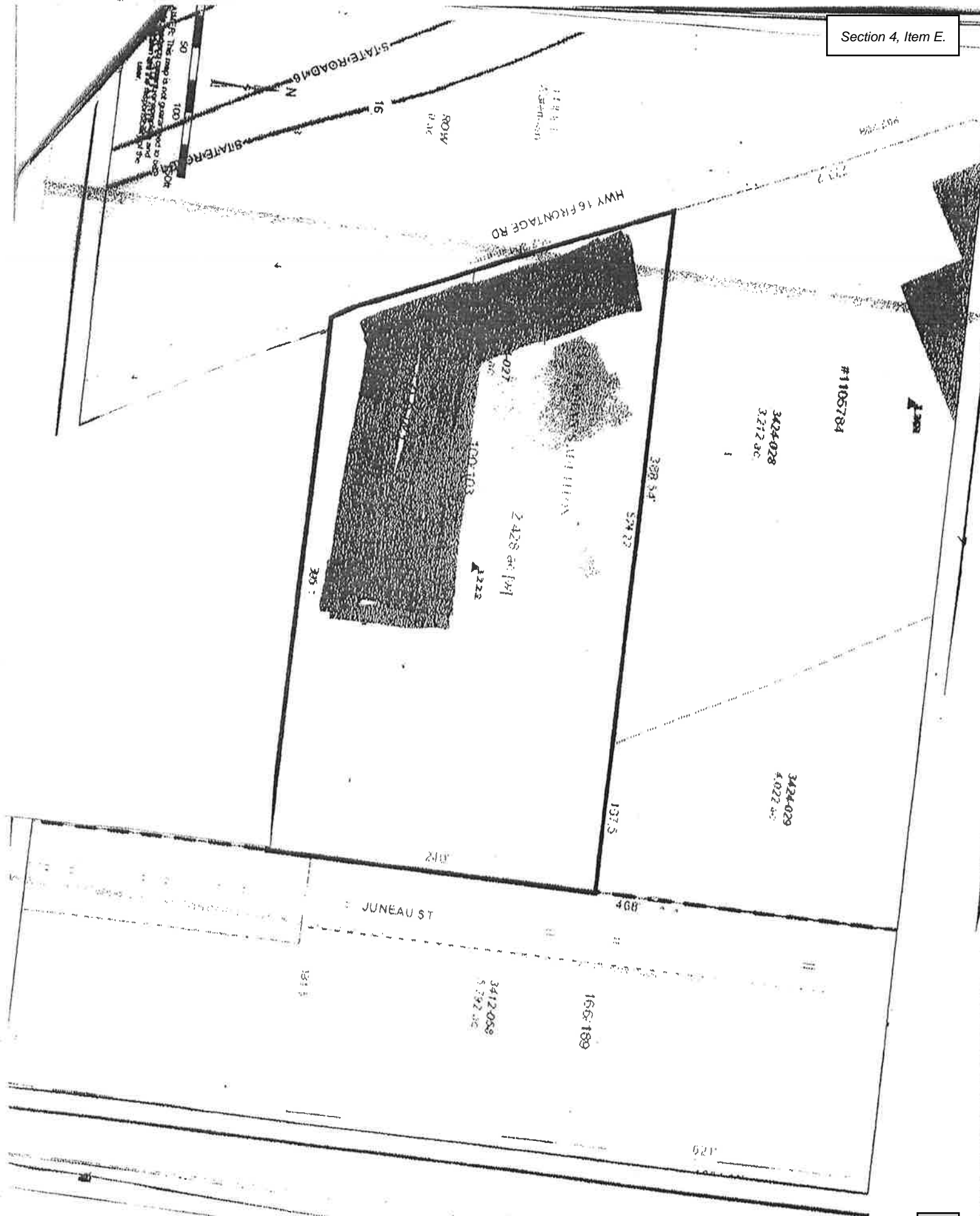
Submit Special Event Application and fee (cash or check) in person or by mail to:

City Clerk 106 Jones Street

PO Box 477

Watertown, WI 53094

Questions: 920-262-4010 or email cityclerk@watertownwi.gov





Office of the
Clerk
106 Jones Street
PO Box 477
Watertown, WI 53094-0477
(920) 262-4006

October 2, 2024

TO: Members of the Public Safety & Welfare Committee

The following application has been made for a Special Event Permit:

Run Turkey Run from Sarah Sullivan to be held on November 28, 2024. Estimated extraordinary charges from city departments include \$113.80 from Police Department for Officers and \$125.00 from Streets Dept for traffic Cones.

Respectfully Submitted,

Megan Dunneisen, City Clerk



SPECIAL EVENT PERMIT APPLICATION

New Event ☐ Repeat Event ☒ Date Received: _____ Date of Event: 11-28-24 Fee Amount: 150.00

APPLICANT INFORMATION:

Name of person, entity, or organization holding the special event:

Sarah Sullivan

Address: Street, City, State, Zip

910 Harvey Ave Watertown WI 53094

Phone: (920) 285-3071

Email: Sarah-sullivan@stcglobal.net

Website: https://www.stcglobal.net/

☒ Non-profit Group ☐ For Profit

☐ Other, please describe:

Nonprofit Tax-Exempt Number

453966661 - YES! Watertown partner for billing

501(c)3, if applicable (include photocopy)

Is this the applicant's 1st special event application for the calendar year? Yes ☒ No ☐

Wisconsin Seller Permit Number: Sales Tax, if applicable (include photocopy)

If the named applicant is not required to hold a Wisconsin Seller's Permit pursuant to s. 77.54 (7m), Wis. Stats., check this box ☒

EVENT INFORMATION:

Event Name: Run Turkey Run 5K

Event Date(s): 11/28/24

Event Location Address include parking locations and streets to be used if applicable:

Riverside Park Pavilion - 916 Lakaree St. Watertown

A **DETAILED** map is required upon submittal of application, is it included? Yes ☒ No ☐

Is the event located in a City Park? Yes ☒ No ☐

If yes, do you have a park reservation? Yes ☒ No ☐ Park name: Riverside

Is the event closing of a Street/Alley/Right-of-Way/Parking Lot? Yes ☐ No ☒

Will you need City Services for your event? Yes ☒ No ☐ for Safety 2 Police Officers 11 AM off

Is the event on private property? Yes ☐ No ☒ If yes, do you have written permission? Yes ☐ No ☐

Is the event a city sponsored parade or celebrating a Federal Holiday? Yes ☐ No ☒

If yes, please explain:

Event start/end time: 7:30 am - 11:00 am

Event set up/take down times: 5:30 am - 1:00 pm

Total Attendance: # 1000 Alcohol consumed, sold, or served? Yes ☐ No ☒ Vendors? Yes ☐ No ☒

Event Description (purpose, activity, who can participate, etc. Attach additional sheet if necessary.)

5K walk/run to raise money for local non-profits.

Will your event be selling food? Yes ☐ No ☒ If yes, please explain: (Type of food and sold by who)

MAIN EVENT ORGANIZER – PRIMARY CONTACT IF DIFFERENT FROM APPLICANT:

Contact Name: First, Middle, Last

Sarah Falk Sullivan

Address: Street, City, State, Zip

910 Harvey Ave Watertown WI 53094

Phone:

(920) 285-3071

Email:

Sarah-sullivan@stcglobal.net

OFFICE USE ONLY:

APPROVED ON:

PERMIT #

Indemnification and Hold Harmless

(Read carefully before signing!)

Indemnification: By signing below, I acknowledge that for good and valuable consideration, I (applicant), on behalf of myself and the organization, if applicable, agree to indemnify, defend and hold harmless the City of Watertown and its officers, officials, employees and agents from and against any and all liability, loss, damage, expenses and costs, including attorney fees, arising out of the activities performed as described herein, caused in whole or in part by any negligent act of omission of the applicant/organization, anyone directly or indirectly employed by any of them or anyone whose acts may be liable, except where caused by the sole negligence or willful misconduct of the City.

Certification: By signing below, I certify that I am at least 18 years of age and that I have reviewed and understand the City's Insurance Requirements and Ordinance for Special Events. My signature further confirms: (i) I understand the filing of this application does not ensure the issuance of a Special Event Permit; (ii) The special event application fee is non-refundable (iii) I will be responsible for ensuring the event and event participants comply with all applicable City ordinances, traffic rules, park rules, state health laws, fire codes, alcohol licensing regulations, and any other applicable laws, rules and regulation; (iv) Fees for park facilities, food vendor permits, fireworks permit, any other applicable City of Watertown permits or licenses, other municipal services and equipment, etc., are in addition to the Special Event Permit application fee; (v) I am authorized to apply for this Special Event Permit on behalf of the organization holding the event (if applicable). (vi) The information contained in this application is true and correct to the best of my knowledge. I understand that intentionally providing false or misleading information in this application will be the basis for denial/revocation of the permit and may lead to civil or criminal penalties.

If there are any changes to the Special Event after submittal of the application, I agree to notify the City of Watertown of these changes for review.

Name of Applicant: Sarah Sullivan Signature: [Signature] Date: 7/31/24

SPECIAL EVENT APPLICATION FEE & EXTRAORDINARY SERVICES

Application fee is due when the application is submitted and is nonrefundable if the event is cancelled. If the event is rescheduled for a date within 6-months, the application fee would apply to the rescheduled date; if the event is rescheduled for a date later than 6-months of the original event date the application fee is nonrefundable.

\$50.00 - first application for the year of the applicant if submitted 45 days or more prior to event date.

\$35.00 - each subsequent application of the applicant if submitted 45 days or more prior to event date.

(The fee is doubled if submitted less than 45 days prior to event date)

Extraordinary Services - measurable financial costs which are above and beyond the normal levels of public health and safety services on a nonevent day. See the special event fee schedule for more information. Extraordinary services do not include the provision of police protection against hostile individuals targeting the event's message or intentions.

The applicant is liable for and must pay to the city clerk the actual cost of all extraordinary services provided by the city and is required to pay 50% of the estimated extraordinary services prior to the special event with the remaining amount billed at the conclusion of the event. Sales tax will be added if applicable. By signing the applicant acknowledges that they have been made aware of this information.

Signature of Applicant: [Signature] Date: 7/31/24

Submit Special Event Application and fee (cash or check) in person or by mail to:

City Clerk 106 Jones Street

PO Box 477

Watertown, WI 53094

Questions: 920-262-4010 or email cityclerk@watertownwi.gov

Personal Data Sheet

All Event Organizers must complete all the information and must indicate if they have been convicted of any of the following within the last ten (10) years: a felony, a misdemeanor, a statutory violation punishable by forfeiture or a county or municipal ordinance violation. If none, write "none". This information is strictly confidential and is shared only with the Watertown Police Department for investigation checks. FALSIFICATION AND/OR MISREPRESENTATION IS GROUNDS FOR DENIAL OF APPLICATION.

NAME OF EVENT: <u>The Run Turkey Run 5K</u>		
MAIN EVENT ORGANIZER Please PRINT		
Name: First, Full Middle, Last (List any previous names) <u>Sarah Falk Sullivan</u>		1st submittal of year? Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/>
Home Address: Street, City, State, Zip <u>910 Harvey Ave Watertown WI 53094</u>		Driver's License #: (List State if not WI) <u>3415-7867-1763-07</u>
Phone Number: <u>(920) 235-3071</u>	Email: <u>Sgk@al.net</u> <u>Sarah-sullivan@</u>	Date of Birth: (mm/dd/yyyy) <u>07/23/1971</u>
Violations: <u>None</u>		
I, the undersigned, affirm that I made complete and true answers to each question, and understand my record will become a part of this application. I understand that I am subject to an investigation check by the City of Watertown Police Department. I give permission to make my juvenile records available for this application.		
Event Organizer Signature <u>[Signature]</u>		Date <u>7/31/24</u>
Police Chief _____		Approved <input type="checkbox"/> Denied <input type="checkbox"/>
ADDITIONAL EVENT ORGANIZER Please PRINT		
Name: First, Full Middle, Last (List any previous names) <u>Robert Steven Lebow</u>		1st submittal of year? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Home Address: Street, City, State, Zip <u>1428 Country Club Ln</u>		Driver's License #: (List State if not WI) <u>L260-7777-5031-07</u>
Phone Number: <u>920-248-2284</u>	Email: <u>olebow@yahoo.com</u>	Date of Birth: (mm/dd/yyyy) <u>01/31/1975</u>
Violations:		
I, the undersigned, affirm that I made complete and true answers to each question, and understand my record will become a part of this application. I understand that I am subject to an investigation check by the City of Watertown Police Department. I give permission to make my juvenile records available for this application.		
Event Organizer Signature <u>[Signature]</u>		Date <u>8-1-2024</u>
Police Chief _____		Approved <input type="checkbox"/> Denied <input type="checkbox"/>
ADDITIONAL EVENT ORGANIZER Please PRINT		
Name: First, Full Middle, Last (List any previous names)		1st submittal of year? Yes <input type="checkbox"/> No <input type="checkbox"/>
Home Address: Street, City, State, Zip		Driver's License #: (List State if not WI)
Phone Number:	Email:	Date of Birth: (mm/dd/yyyy)
Violations:		
I, the undersigned, affirm that I made complete and true answers to each question, and understand my record will become a part of this application. I understand that I am subject to an investigation check by the City of Watertown Police Department. I give permission to make my juvenile records available for this application.		
Event Organizer Signature _____		Date _____
Police Chief _____		Approved <input type="checkbox"/> Denied <input type="checkbox"/>

ADDITIONAL EVENT ORGANIZER Please PRINT**Name:** First, Full Middle, Last (List any previous names)1st submittal of year?Yes ☐ No ☐**Home Address:** Street, City, State, Zip**Driver's License #:** (List State if not WI)**Phone Number:****Email:****Date of Birth:** (mm/dd/yyyy)**Violations:**

I, the undersigned, affirm that I made complete and true answers to each question, and understand my record will become a part of this application. I understand that I am subject to an investigation check by the City of Watertown Police Department. I give permission to make my juvenile records available for this application.

Event Organizer Signature _____ Date _____

Police Chief _____

Approved

Denied

ADDITIONAL EVENT ORGANIZER Please PRINT**Name:** First, Full Middle, Last (List any previous names)1st submittal of year?Yes ☐ No ☐**Home Address:** Street, City, State, Zip**Driver's License #:** (List State if not WI)**Phone Number:****Email:****Date of Birth:** (mm/dd/yyyy)**Violations:**

I, the undersigned, affirm that I made complete and true answers to each question, and understand my record will become a part of this application. I understand that I am subject to an investigation check by the City of Watertown Police Department. I give permission to make my juvenile records available for this application.

Event Organizer Signature _____ Date _____

Police Chief _____

Approved

Denied

ADDITIONAL EVENT ORGANIZER Please PRINT**Name:** First, Full Middle, Last (List any previous names)1st submittal of year?Yes ☐ No ☐**Home Address:** Street, City, State, Zip**Driver's License #:** (List State if not WI)**Phone Number:****Email:****Date of Birth:** (mm/dd/yyyy)**Violations:**

I, the undersigned, affirm that I made complete and true answers to each question, and understand my record will become a part of this application. I understand that I am subject to an investigation check by the City of Watertown Police Department. I give permission to make my juvenile records available for this application.

Event Organizer Signature _____ Date _____

Police Chief _____

Approved

Denied

- Start:
Riverside Park
Position
- North on Labaree
 - (L) on 4th St
 - (D) on center
 - (L) on E. Spaulding
 - (L) on N. Water
 - (D) on Cady
 - (L) Breslow Parking lot
 - (D) on E. Division St / Boughton
 - (D) on Labaree



Thursday, November 22, 2018 - 9:00 a.m.

RUN TURKEY RUN

Sworn Officer

Auxiliary Officer

Volunteer

No Parking

Type III Barricade

SCALE: 1" = 200'
11/2018



City of Watertown Parks, Recreation, & Forestry Department
514 South First Street, Watertown, WI 53094, 920-262-8080

Park Reservation Application

Event: ☐ Private ☒ Public (Pending Approval)

Type of Event: ☐ Birthday ☐ Graduation ☐ Reunion ☐ Wedding ☐ Other: 5K

Description of Event: check-in/start of Run Turkey Run 5K

Date of Event: 11/28/24 Number of people: 11000 Time: 6:30 AM to 11:30 AM

Alcohol: ☐ Served/Sold ☒ N/A Charging Admission: ☐ Yes ☒ No

Name of Person in Charge: Sarah Sullivan Phone: _____

Address: 910 Harvey Ave. City: Watertown State: WI Zip: 53094

Email: sarah-sullivan@shglobal.net

Signing this permit you will be held responsible & liable for all park use rules and facilities rented (see back for rules).

Signature: [Signature] Date: 12/13/23

Park Facilities Rental Fees (fees include tax) (must call to reserve entire park)

Shelter/Capacity	Resident Weekday	Non-Resident Weekday	Resident Weekend	Non-Resident Weekend
Riverside (excluding Volleyball Shelter, Courts & Diamonds)	\$300.00	\$450.00	\$450.00	\$675.00
Upper Pavilion (90)	\$50.00	\$75.00	\$75.00	\$112.50
Legion, Celebration (60)	\$50.00	\$75.00	\$75.00	\$112.50
Lower Pavilion, Dance Floor (150)	\$100.00	\$150.00	\$150.00	\$225.00
Lower Pavilion, Dance Floor, Bandshell (150+) Director Approval Needed	\$150.00	\$225.00	\$225.00	\$337.50
River Shelter (36)	\$50.00	\$75.00	\$75.00	\$112.50
Island Shelter w/ Driving Permit (90)	\$50.00	\$75.00	\$75.00	\$112.50
Island Bandshell, Gazebo w/ Driving Permit (90)	\$60.00	\$90.00	\$90.00	\$135.00
Volleyball Shelter (36)	\$50.00	\$75.00	\$75.00	\$112.50
Clark Park	\$150.00	\$225.00	\$225.00	\$337.50
Clark Park - Shelter (Franklin St) (75)	\$50.00	\$75.00	\$75.00	\$112.50
Clark Park - Lion's Shelter (Clark St) (50)	\$50.00	\$75.00	\$75.00	\$112.50
Lincoln Park	\$100.00	\$150.00	\$150.00	\$225.00
Lincoln Park Shelter (25)	\$40.00	\$60.00	\$60.00	\$90.00
Union Park	\$100.00	\$150.00	\$150.00	\$225.00
Union Park Shelter (25)	\$40.00	\$60.00	\$60.00	\$90.00
Timothy Johnson Park	\$100.00	\$150.00	\$150.00	\$225.00
Timothy Johnson Park Shelter (25)	\$40.00	\$60.00	\$60.00	\$90.00
Brandenstein Park	\$100.00	\$150.00	\$150.00	\$225.00
Brandenstein Park Shelter (25)	\$40.00	\$60.00	\$60.00	\$90.00
Other:	\$40.00	\$60.00	\$60.00	\$90.00

Additional Rentals

Item	Quantity	Total
Picnic Tables (\$10.00 each)		
Benches (\$4.00 each)		
Amplified Music Permit (\$30)		
Tent/Digger's Hotline (\$25)		
Driving Permit (Free)		

For Office Use Only:

Park Rental Total: \$
Additional Total: \$
Grand Total: \$

Paid by: ☐ Cash ☐ Check #
☐ Credit Card (attach receipt)

Office Initials: [Signature]

Entered into RD