



PUBLIC WORKS COMMISSION MEETING AGENDA

TUESDAY, APRIL 08, 2025 AT 5:30 PM

**MUNICIPAL BUILDING - 106 JONES STREET, WATERTOWN, WI 53094 - SECOND FLOOR
COUNCIL CHAMBERS**

Virtual Meeting Info: <https://us06web.zoom.us/join> Meeting ID: 225 151 7335 Passcode: 589577 One tap mobile +16469313860

<https://us06web.zoom.us/j/9178580897?pwd=eUOpCUyvIV65zIPMYImMdPU1LVLx5I.1>

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

1. CALL TO ORDER

2. COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT

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

3. REVIEW AND APPROVE MINUTES

A. Public Works minutes from March 25, 2025

4. BUSINESS

- A. Convene into closed session per §19.85(1)(g) to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved (Riverside Park Restrooms)
- B. Reconvene into open session
- C. Review and take possible action: Riverside Park Restrooms
- D. Review and discuss: Intergovernmental Agreement for Right-of-Way Permit Review Services between the County of Jefferson, WI and the City for the Bug Tussel Wireless fiber optic construction project
- E. Convene into closed session per §19.85(1)(e) to deliberate or negotiate the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session (Intergovernmental Agreement for Right-of-Way Permit Review Services between the County of Jefferson, WI and the City for the Bug Tussel Wireless fiber optic construction project)
- F. Reconvene into open session
- G. Review and take possible action: Approval of Intergovernmental Agreement for Right-of-Way Permit Review Services between the County of Jefferson, WI and the City for the Bug Tussel Wireless fiber optic construction project

5. ADJOURNMENT

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

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

**The city of Watertown
Public Works Commission Meeting
Tuesday, March 25, 2025**

1. Call to Order at 5:30 p.m. by Chairman Steve Board.

Alders Bartz, Board, Smith, and Wetzel, and Commissioner Thompson present. Also present: DPW Director/Engineer Andrew Beyer, Staff Engineer Nathan Williams, Manager of Economic Development and Strategic Initiatives Mason Becker, Maureen Stormwater Manager McBroom, Ryan Wagner, Ryan Nowatka, David Zimmerman, and Zach Goodrow Watertown Daily Times.

2. Comments and Suggestions from Citizens present

None received.

3. Review and Approve Minutes

- a. Public Works Minutes from March 11, 2025

Motion by Bartz, supported by Wetzel, to approve the minutes of March 11, 2025. Motion carried unanimously.

4. Business

- a. Review and take possible action: Award 2028 Labaree Street STP – Urban Design Project to McMahon& Associates for \$199,417.00.

Motion by Smith, supported by Wetzel, to award the 2028 Labaree Street STP – Urban Design Project to McMahon& Associates for \$199,417.00. Motion carried unanimously.

- b. Review and take possible action: Rock River District Vision Infrastructure Items.

Mason Becker presented the current design and budget estimates for the Rock River District Vision Infrastructure projects. Mr. Becker presented the design and construction estimates with a schedule for the work through 2033.

Motion by Smith, supported by Wetzel, to request city staff to integrate the Rock River District Vision Infrastructure components into the city's Capital Improvement Plan (CIP) and present to the city's finance committee for review.

Motion carried unanimously.

- c. Review and take possible action: Award 2027 & 2028 Annual Street & Utility Design Project to Kapur for \$172,581.00.

Motion by Smith, supported by Wetzel, to Award 2027 & 2028 Annual Street & Utility Design Project to Kapur for \$172,581.00. Motion carried unanimously.

5. Adjournment

Motion by Bartz, supported by Board, to adjourn. Motion carried unanimously.

Meeting adjourned at 6:34 p.m.

Respectively submitted by Steve Board, Chair.

Intergovernmental Agreement for
Right-of-Way Permit Review Services

This Intergovernmental Agreement for Right-of-Way Permit Review Services (“Agreement”) for the City of Watertown is made as of _____, (the “Effective Date”) by and between the County of Jefferson, Wisconsin (hereafter “Jefferson County”) and the City of Watertown, Wisconsin (hereafter “Watertown”), collectively, “Parties”, for the provision of permit review services for the Bug Tussel Wireless fiber optic construction project.

WHEREAS, Jefferson County has been working with internet service providers, including Bug Tussel Wireless, to facilitate the expansion of broadband infrastructure in unserved and underserved areas throughout Jefferson County; and,

WHEREAS, a portion of the Bug Tussel Wireless fiber optic project is located within the City of Watertown and therefore requires permitting from Watertown to construct, operate and maintain utilities within the right-of-way; and,

WHEREAS, Watertown’s right-of-way permitting process is cost-prohibitive for the developer due to Watertown’s need to hire private consultants to review the permit request; and

WHEREAS, Jefferson County employs engineering staff who are available to provide more cost effective permit review services on behalf of Watertown to facilitate the completion of the project and it is in the interest of Jefferson County residents that the project be completed; and

NOW, THEREFORE, in consideration for good and valuable consideration the sufficiency of which is hereby acknowledged the Parties hereto agree as follows:

1. Authority.

1.1. Statutory Authority. The Parties to this Agreement are authorized by law to enter into intergovernmental agreements for the receipt or furnishing of services pursuant to Wis. Stat. §66.0301.

1.2. Authority to Execute. Each Party represents that it, and the person(s) signing on its behalf, possesses the legal authority, pursuant to appropriate statute, ordinance, resolution, or other official action of the Party’s governing body or code, to enter into this Agreement and to bind the Party validly and legally to all terms herein.

2. Term. The Term of this Agreement shall commence on the Effective Date and continue until completion of the services as set forth herein.

3. Cost. There shall be no cost for Watertown to pay Jefferson County for services rendered pursuant to this Agreement.

4. Obligations of Jefferson County.

4.1. Plan Review. Jefferson County shall review the proposed fiber optic route outlined in Staking Package for Bug Tussel Wireless’s “FTTH Ixonia Build” to minimize conflict with Watertown’s water and sewer utilities located within the project area. Any utilities not owned by the City of Watertown shall be outside the scope of the County’s review. Any future packages will be outside the scope of this Agreement.

4.2 Report. Following review of the proposed fiber optic route, Jefferson County shall issue a report to Watertown with its recommendations regarding permit issuance.

5. Obligations of Watertown.

5.1 Data. Watertown shall provide Jefferson County with its GIS data showing the City-owned utilities located in the project area.

5.2 Permit Issuance. Upon receipt of Jefferson County’s report on the request, Watertown shall be responsible for the issuance of the necessary permit. Watertown retains final authority over the permitting process, except that as consideration for the review services provided by Jefferson County, the fee Watertown charges Bug Tussel Wireless for issuance of the required permit shall not exceed \$100.

5.3 Construction Oversight. Jefferson County’s obligations cease upon the issuance of its report as set forth in Section 4.2 above. Any necessary oversight of the construction project shall be the responsibility of Watertown.

6. Independent Contractor. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between the Parties. The rights and obligations of the Parties under this Agreement will be only those expressly set forth in this Agreement. Jefferson will perform under this Agreement as an independent contractor to Watertown and not as a representative, employee, agent, or partner of Watertown.

7. Liability.

7.1. Hold Harmless, Indemnification & Release. Jefferson County shall not be liable to Watertown or any third party for injuries, expenses, or damages resulting from work undertaken pursuant to this Agreement. Watertown shall indemnify and hold harmless Jefferson County, including its officers, employees and agents, from all suits,

actions, claims or costs of any kind brought because of any injury or damage received or sustained by any person(s) or property on account of or related to this Agreement or because of any act or omission of Jefferson County or its officers, employees or agents.

7.2. No Waiver. Irrespective of any term of this Agreement, nothing contained in this Agreement shall waive or amend, nor be construed to waive or amend any privilege, defense, limitation of liability, or immunity that either Party, their respective officials, agents, or employees may have under any applicable federal, state, local, or common law.

7.3 All provisions set forth in Section 7 shall survive the termination or expiration of this Agreement.

8. Governing Law. This Agreement, and all questions arising in connection herewith shall be governed by and construed in accordance with the internal laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in Jefferson County for matters arising under state law and in federal district court in the Western District of Wisconsin for matters arising under federal jurisdiction.

9. Notices. All notices required under this Agreement shall be provided to:

To City of Watertown: Mayor Emily McFarland
106 Jones Street
Watertown, WI 53094

With courtesy copy which shall not constitute notice to:

City Attorney Steven T. Chesebro
106 Jones Street
Watertown, WI 53094
schesebro@watertownwi.gov

To County of Jefferson: Michael Luckey
Interim County Administrator
311 S. Center Avenue, C2033
Jefferson, WI 53549

With courtesy copy which shall not constitute notice to:

Danielle Thompson
Corporation Counsel
311 S. Center Avenue, C2020
Jefferson, WI 53549

10. Additional Provisions.

10.1. Further Assurances. The Parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the terms of this Agreement.

10.2. No Waiver. Any failure of a Party to assert any right under this Agreement, including but not limited to acceptance of partial performance or continued performances after a breach, shall not constitute a waiver or a termination of that right, this Agreement, or any of this Agreement's provisions.

10.3. Subcontracting. Neither Party shall subcontract for any of the work contemplated under this Agreement without obtaining the prior written approval of the other Party.

10.4. No Third-Party Beneficiary. No provision in this Agreement is intended to create or shall create any rights with respect to the subject matter of this Agreement in any third party, including but not limited to members of the general public.

10.5. Headings. The captions and headings of paragraphs and sections in this Agreement are for convenience of reference only and shall not be construed as defining or limiting the terms and provisions in this Agreement.

10.6. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

10.7. Survival. The terms of this Agreement and any exhibits and attachments that by reasonable implications contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable.

10.8. Counterparts. This Agreement may be executed in multiple parts. Signatures to this Agreement transmitted by facsimile or by electronic mail shall be valid and effective to bind the Party so signing.

SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)

The Parties have executed this Agreement as on the dates set forth below.

COUNTY OF JEFFERSON

BY: _____
Michael Luckey, County Administrator

Dated this _____ day of _____, 2025

Approved as to Form and Execution:

Office of Corporation Counsel

Dated this _____ day of _____, 2025

CITY OF WATERTOWN

BY: _____
Emily McFarland, Mayor

Dated this _____ day of _____, 2025

Approved as to Form and Execution:

Steven T. Chesebro, City Attorney

Dated this _____ day of _____, 2025