



PUBLIC WORKS COMMISSION MEETING AGENDA

TUESDAY, JULY 23, 2024 AT 5:30 PM

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

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 July 9, 2024

4. BUSINESS

A. Review and take possible action: approve license agreement between City of Watertown and T-Mobile for equipment located on the O'Connell Water Tower (Cellular Site ML82089A)

B. Review and take possible action: approve entering into an agreement with Elhers Public Finance Advisors to provide a study of the current water rates

5. ADJOURNMENT

Persons requiring other reasonable accommodations for any of the above meetings, may contact the office of the City Clerk at mdunneisen@CityofWatertown.org, 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 Works Commission Meeting Tuesday, July 9, 2024

Members Present: Alders Board, Bartz, Wetzel, and Commissioner Thompson

City Employees present: Public Works Director Andrew Beyer, DPW Project Manager Chris Newberry, and Finance Director Mark Stevens.

Others present: Roberts Stocks, and via Zoom: Jody Pertzborn, Clausen Quality Coatings; and Trevor Kearns, Maas Brothers.

1. Call to Order: Chairman Board opened the meeting at 5:30 p.m. Quorum was present.

2. Comments and Suggestions from Citizens Present: Jody Pertzborn spoke in favor of the project on East Horseshoe Street that is being done as a cost sharing project with CQC.

3. Review and Approve Minutes from June 25, 2024. Alder Bartz noted one correction to the minutes presented in agenda item 4A, motion was made by Thompson, supported by Bartz. Motion to approve with corrections by Bartz, seconded by Thompson. Motion carried unanimously.

4. Business

A. Review & take possible action: Award Resinous Flooring Bid Package #13 to Floor Care USA for \$124,062.00.

Motion by Thompson, supported by Wetzel, to award Fire Station Resinous Flooring Package #13 to Floor Care USA in the Base Bid amount of \$124,062.00 and the Voluntary Alternate #1 in the amount of \$4,137.00. Total contract amount of \$128,199.00.

Motion carried unanimously.

B. Review & take possible action: Change Order No. 1 to Contract #1-24 Pavement Marking with Century Traffic for \$9009.00.

Motion by Bartz, supported by Thompson, to approve Change Order #1 to Contract #1-24 Pavement Marking with Century Traffic, LLC. in the amount of \$9,009.00.

Motion carried unanimously

C. Review and take possible action: Change Order No. 1 to contract #2-24 Rout & Crack Filling for \$27,984.02.

Motion by Thompson, supported by Bartz, to approve Change Order No. 1 to contract #2-24Rout & Crack Filling to Denler, Inc. for \$27,984.02.

Motion carried unanimously.

D. Review & Take Possible Action: Change Order No. 1 for Contract #6-24 Bituminous Surfacing for \$168,808.25.

Motion by Thompson, supported by Wetzel, to approve Change Order No. 1 to Contract #6-24 to Payne and Dolan, Inc. in the amount of \$168,808.25.

E. Review & Take Possible Action: Approve award of contract of Steambank Protection Project East Side of Tivoli Island to Jerry Hepp Excavating Inc. for \$219,000.00.

Motion by Bartz, supported by Wetzel, to award contract for Steambank Protection Project East Side of Tivoli Island to Jerry Hepp Excavating Inc. for \$169,000 and authorize DPW to purchase Rip Rap and other miscellaneous materials in the amount of \$50,000.

Motion carried unanimously.

Motion carried unanimously.

5. ADJOURNMENT

Motion to adjourn by Wetzel, seconded by Thompson. Carried by unanimous vote.

Meeting adjourned at 5:57 PM

Respectfully submitted,

Steve Board
Public Works Commission Chair

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



Water Systems

800 Hoffmann Drive • P.O. Box 477 • Watertown WI 53094-0477
WASTEWATER (920) 262-4085 • WATER (920) 262-4075

To: Chairman Board and members of the Public Works Commission
From: Peter Hartz – Water Systems Manager

July 16, 2024

Re: July 23, 2024, Public Works Commission meeting agenda item

Water Systems:

- 1.) Review and take possible action - approve license agreement between City of Watertown and T-Mobile for equipment located on the O’Connell Water Tower (Cellular Site ML82089A)

T-Mobile is currently operating its equipment at the above site as a holdover Tenant under the Option and Lease Agreement between Watertown Water Commission and Sprint Spectrum, L.P. (the “Original Lease”). T-Mobile and the City’s representatives have negotiated a replacement Watertown License Agreement (the “Agreement”) between the two parties. Included in the Agreement are construction drawings that have been approved, the project commencement date was pending the agreement to the new lease and terms which has been in negotiations for over 2-years.

I recommend approval of the new agreement which includes a new lease term and the new equipment upgrades.

- 2.) Review and take possible action – approve entering into an agreement with Ehlers Public Finance Advisors to provide a study of the current water rates.

I would like to update you on our plans for the city-wide private and public lead service replacements (~1,500). The water department has submitted all the necessary application materials to the Wisconsin Department of Natural Resources. As part of this process the Public Service Commission of Wisconsin will require a conventional rate case review to authorize Watertown’s city-wide replacement project. Typically, the rate case review process takes approximately 6 – 9 months. Our goal is to commence the project in the second quarter of 2025. The estimated lead service replacement is approximately \$14.5 million, although the loan amount and debt service payment is still pending with the State. Some of the loan may qualify for principle forgiveness, but it will not be 100% as it has been in the past few years.

To ensure we stay on schedule, I recommend initiating the water rate study and review promptly.

Thank you for your attention to this matter. Should you have any questions, or need further clarification please don’t hesitate to reach out to me.

Best regards,

Peter Hartz
Water Systems Manger

AMENDED AND RESTATED WATER TOWER LICENSE AGREEMENT

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

RECITALS

The following recitals form a substantive part of this Agreement:

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

AGREEMENT

The Parties agree as follows:

ARTICLE 1: LICENSE GRANTED

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

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

ARTICLE 2: TERM

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

ARTICLE 3: LICENSE FEE

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

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

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

ARTICLE 4: DISCLAIMERS

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

ARTICLE 5: TAXES/NO LIENS

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

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

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

ARTICLE 6: USE

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

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

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

ARTICLE 7: ACCESS

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

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

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

8.1 Future Modifications.

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

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

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

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

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

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

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

8.2 Additional Project Requirements.

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

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

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

8.3 Repair/Replacement Notice.

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

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

ARTICLE 9: TOWER PAINTING & MAINTENANCE

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

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

ARTICLE 10: LIMITATION OF LIABILITY

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

ARTICLE 11: INDEMNIFICATION

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

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

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

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

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

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

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

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

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

ARTICLE 12: ENVIRONMENTAL

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

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

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

ARTICLE 13: INSURANCE

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

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

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

ARTICLE 14: INTERFERENCE

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

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

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

ARTICLE 15: REMOVAL/BOND

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

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

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

ARTICLE 16: ASSIGNMENT & SUBLICENSING

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

ARTICLE 17: NOTICES

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

If to Watertown: City of Watertown
 Attn: City Clerk
 106 Jones Street
 P.O. Box 477
 Watertown, WI 53094

With a copy to: Watertown Water Department
Attn: General Manager
800 Hoffmann Drive
P.O. Box 477
Watertown, WI 53094

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

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

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

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

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

ARTICLE 18: DEFAULT & REMEDIES

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

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

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

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

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

ARTICLE 19: CASUALTY & DECOMMISSIONING

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

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

ARTICLE 20: ADDITIONAL PROVISIONS

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

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

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

20.16 Successors. The provisions, covenants, and conditions of this Agreement shall bind and inure to the benefit of the legal representatives, successors, and assigns of each of the Parties, except that no assignment by Licensee shall vest any right in the assignee unless all of the requirements set forth in Section 16.2 have been satisfied.

20.17 Counterparts. This Agreement may be executed in several counterparts, each of which when so executed and delivered shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or same counterpart. Furthermore, the Parties may execute and deliver this Agreement by electronic means, such as .pdf, DocuSign, or similar format. The Parties agree that delivery of this Agreement by electronic means will have the same force and effect as delivery of original signatures and that the Parties may use such electronic signatures as evidence of the execution and delivery of the Agreement to the same extent as an original signature.

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

[SIGNATURE PAGES FOLLOW]

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

By: _____

Name: _____

Title: _____

Date: _____

[ADDITIONAL SIGNATURE PAGE FOLLOWS]

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

Section 4, Item A.

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

By: _____

Print Name: _____

Title: _____

Date: _____

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

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

Land Space

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

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

Access Easement

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

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


EXHIBIT B
SITE SURVEY

SURVEYED FOR:



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

SURVEYED FOR:



1515 WOODFIELD ROAD
SUITE 1400
SCHAUMBURG, IL 60173

MERIDIAN
SURVEYING, LLC

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

SITE NAME:
O'CONNELL ST. WT

SITE NUMBER:
14-3405

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

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

PARCEL NO.: 291-0815-0422-082

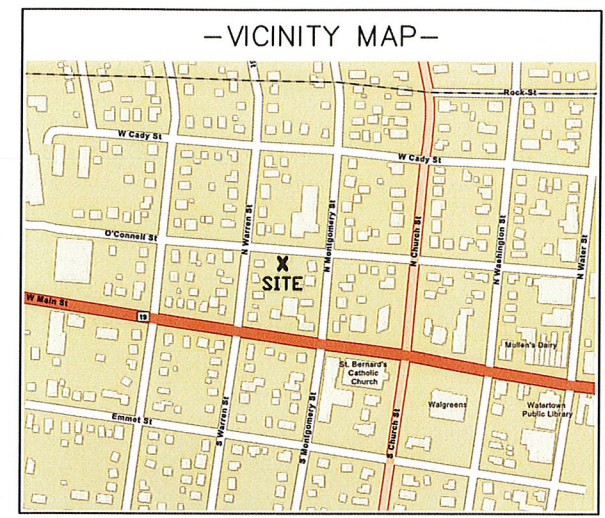
ZONED: X

DEED REFERENCE: DOC. NO. 931582

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

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

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

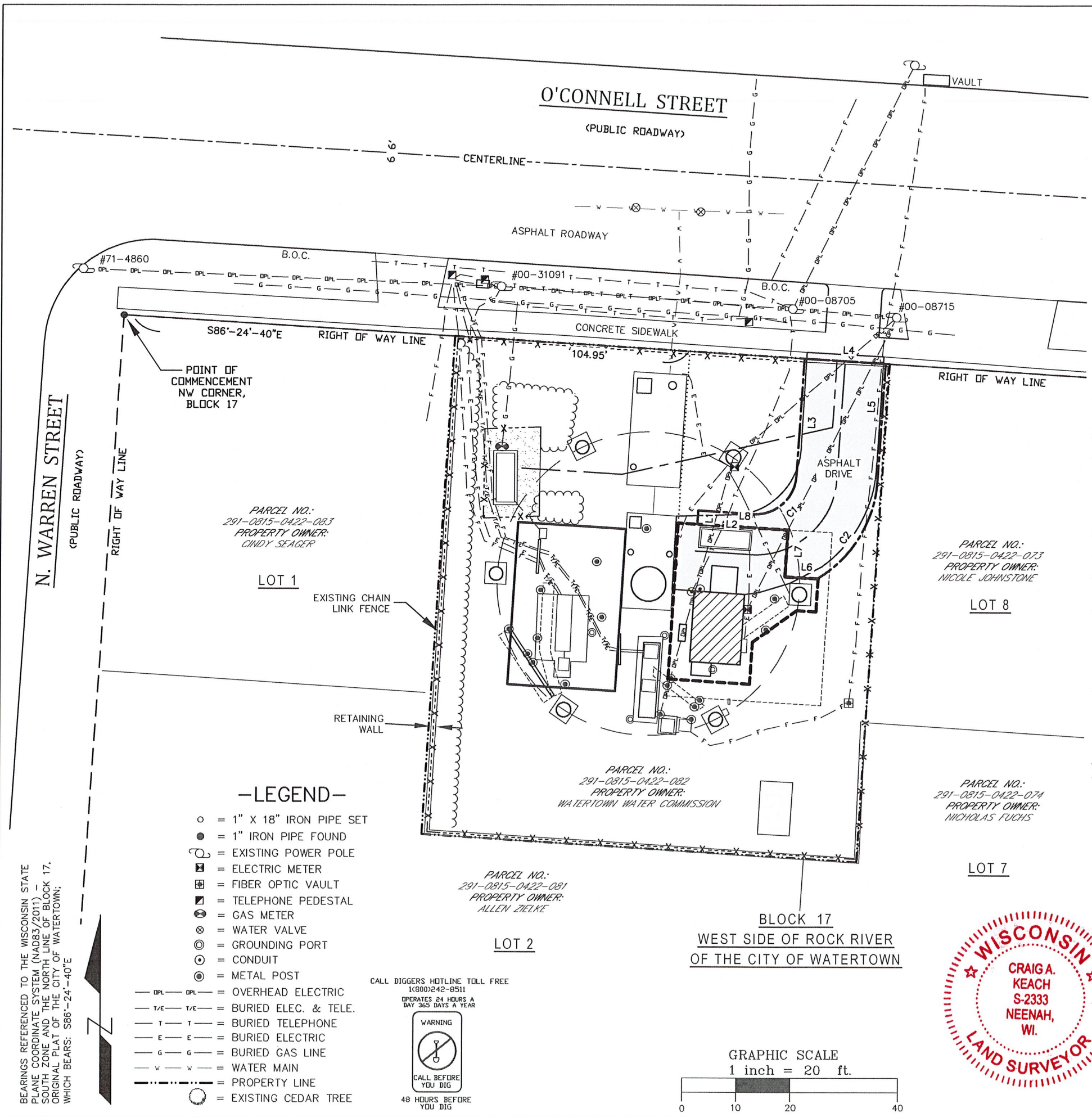


EXISTING WATER TOWER
LATITUDE: 43°-11'-44.71"
LONGITUDE: 88°-43'-49.56"
(Per North American Datum of 83/2011)
Ground Elevation: 862.9'
(Per North American Vertical Datum of 1988)

SURVEY NOTES:

- THE LOCATION OF THE EXISTING UTILITIES, AS SHOWN ON THIS PLAN, ARE APPROXIMATE ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ACTUAL LOCATION AND DEPTH OF ALL EXISTING UTILITIES. THE OWNER AND THE SURVEYOR SHALL NOT BE RESPONSIBLE FOR ANY OMISSION OR VARIATION FROM THE LOCATION SHOWN.
- DIGGERS HOTLINE TICKET NO. 20240305284.
- PRIVATE UTILITIES MARKED ON 1-29-2024.
- THIS IS NOT A BOUNDARY SURVEY OF THE PARENT PARCEL. THIS SURVEY REPRESENTS THE LEASE AREA AND EASEMENTS ONLY.
- ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD MAPS, THE EXISTING TELECOMMUNICATIONS SITE IS LOCATED IN ZONE "X", FIRM PANEL NO. 55055C0078F, DATED FEBRUARY 4 2015, AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. ZONE "X" IS DESIGNATED AS: "AREA OF MINIMAL FLOOD HAZARD".
- THE SUBJECT PROPERTY SHOWN HEREON LIES WITHIN UNSHADED FLOOD ZONE X, AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR JEFFERSON COUNTY, WISCONSIN, ON FLOOD INSURANCE RATE MAP PANEL NUMBER 55055C0078F, DATED FEBRUARY 4, 2015.

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

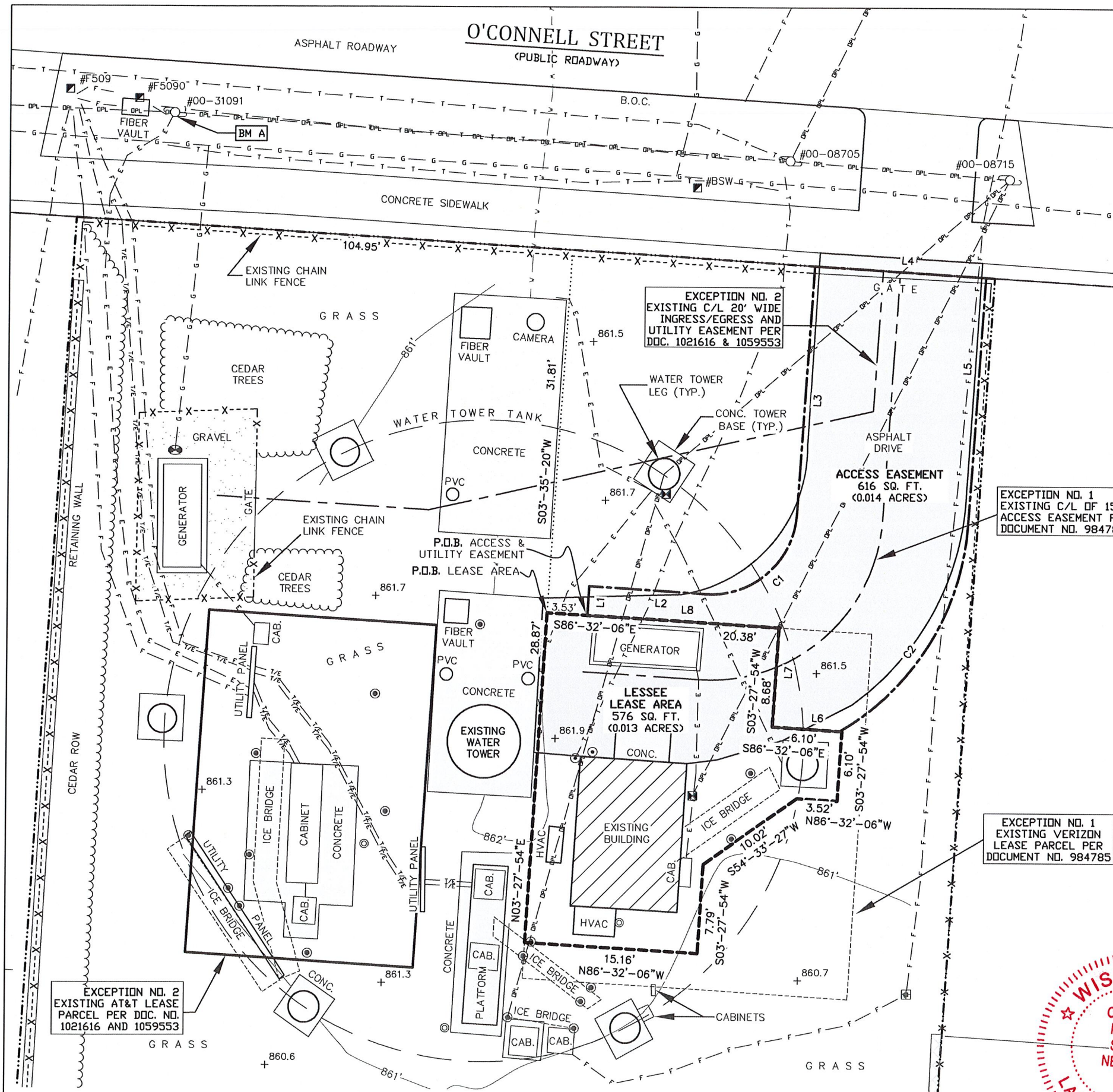


SURVEYOR'S CERTIFICATE
I, Craig A. Keach, Professional Land Surveyor of Meridian Surveying, LLC., certify that I have surveyed the described property and that the map shown is a true and accurate representation thereof to the best of my knowledge and belief.

Dated this 30th day of APRIL, 2024.

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

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



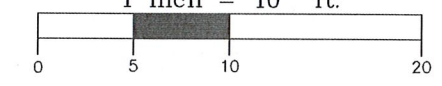
CURVE TABLE					
CURVE	RADIUS	LENGTH	CENTRAL ANGLE	CHORD BEARING	CHORD
C1	7.50'	11.78	089°-58'-58"	N48°-42'-14"E	10.60'
C2	22.50'	21.98	055°-57'-36"	S31°-41'-12"W	21.11'

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

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

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

GRAPHIC SCALE
1 inch = 10 ft.



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

Dated this 30th day of APRIL, 2024.

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



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

SURVEYED FOR:

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

SURVEYED FOR:

verizon
1515 WOODFIELD ROAD
SUITE 1400
SCHAUMBURG, IL 60173

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

SITE NAME:
O'CONNELL ST. WT

SITE NUMBER:
14-3405

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

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

PARCEL NO.: 291-0815-0422-082

ZONED: X

DEED REFERENCE: DOC. NO. 931582

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

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


DRAWN BY: J.D.	FIELD WORK DATE: 1-29-24
CHECKED BY: C.A.K.	FIELD BOOK: X
JOB NO.: 15135	SHEET 2 OF 3

SURVEYED FOR:



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

SURVEYED FOR:



1515 WOODFIELD ROAD
SUITE 1400
SCHAUMBURG, IL 60173

MERIDIAN
SURVEYING, LLC

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

SITE NAME:
O'CONNELL ST. WT

SITE NUMBER:
14-3405

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

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

PARCEL NO.: 291-0815-0422-082

ZONED: X

DEED REFERENCE: DOC. NO. 931582

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

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

DRAWN BY: J.D. FIELD WORK DATE: 1-29-24

CHECKED BY: C.A.K. FIELD BOOK: X

JOB NO.: 15135 SHEET 2 OF 3

LESSEE LEASE AREA

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

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

ACCESS EASEMENT

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

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

PARENT PARCEL

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

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

Address: 509 O'Connell Street

TITLE REPORT REVIEW

TITLE REPORT: Chicago Title Company

REPORT NO.: CO-14819

DATED: February 20, 2024

FEE SIMPLE TITLE VESTED IN: Watertown Water Commission

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

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



EXHIBIT C

DRAWINGS OF EXISTING FACILITIES AND EQUIPMENT INVENTORY

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

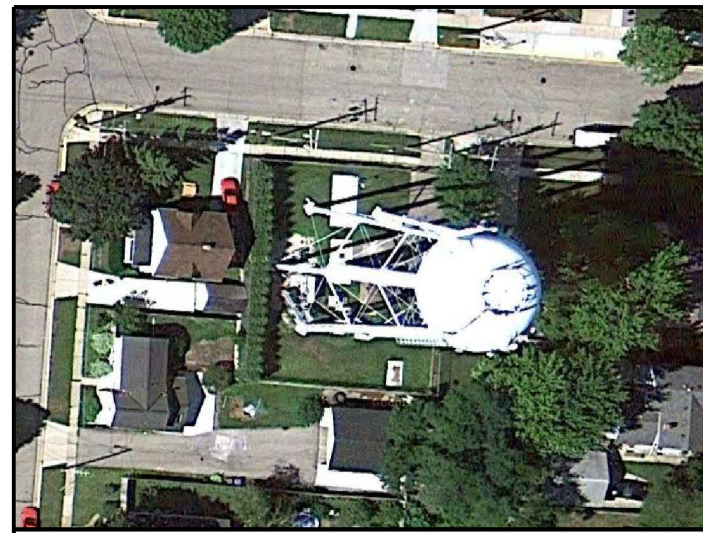


NORTH

Section 4, Item A.

Edg
Consulting Engineers
624 Water Street
Profile du Soc, WI 530
608.644.1449 vo/ce
608.644.1519 fax
www.edgconsulting.com

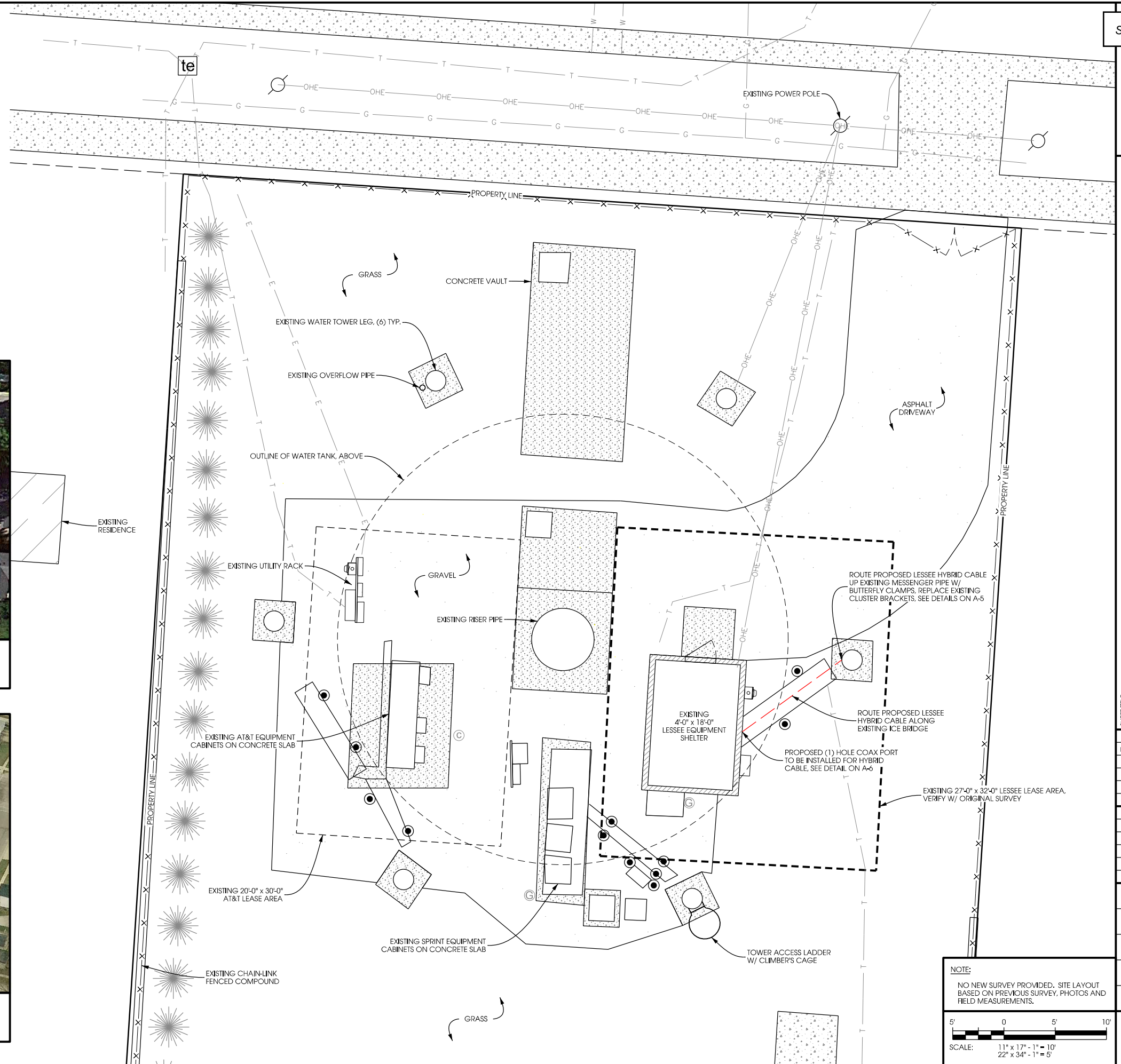
COMPOUND PLAN O'CONNELL ST WT (113541) WATERTOWN, WISCONSIN



AERIAL OVERVIEW OF SITE



SITE OVERVIEW (LOOKING SOUTH)



SHEET TITLE:

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

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

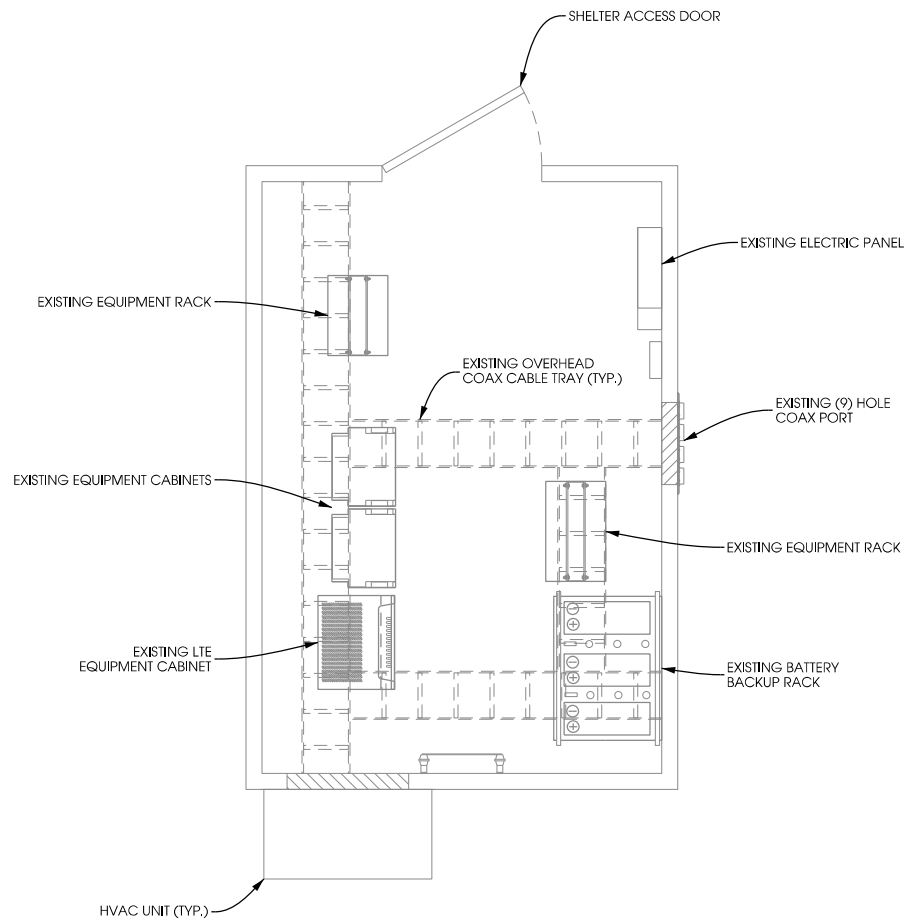
DRAWN BY:
ADS, TAS
CHECKED BY:
PCM
PLOT DATE:
11/26/2013
PROJECT #:
9125
FILE NAME:
C-1.dgn

SHEET NUMBER:

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

SCALE: 11" x 17" - 1" = 10'
22" x 34" - 1" = 5'

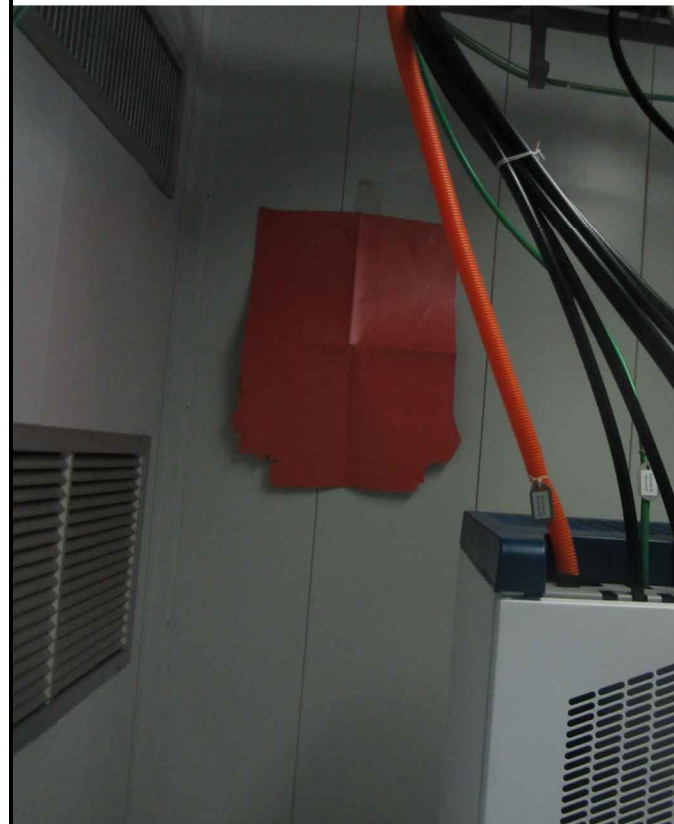
I:\91001\9125\CAD\PICT\CD3\C1.dgn



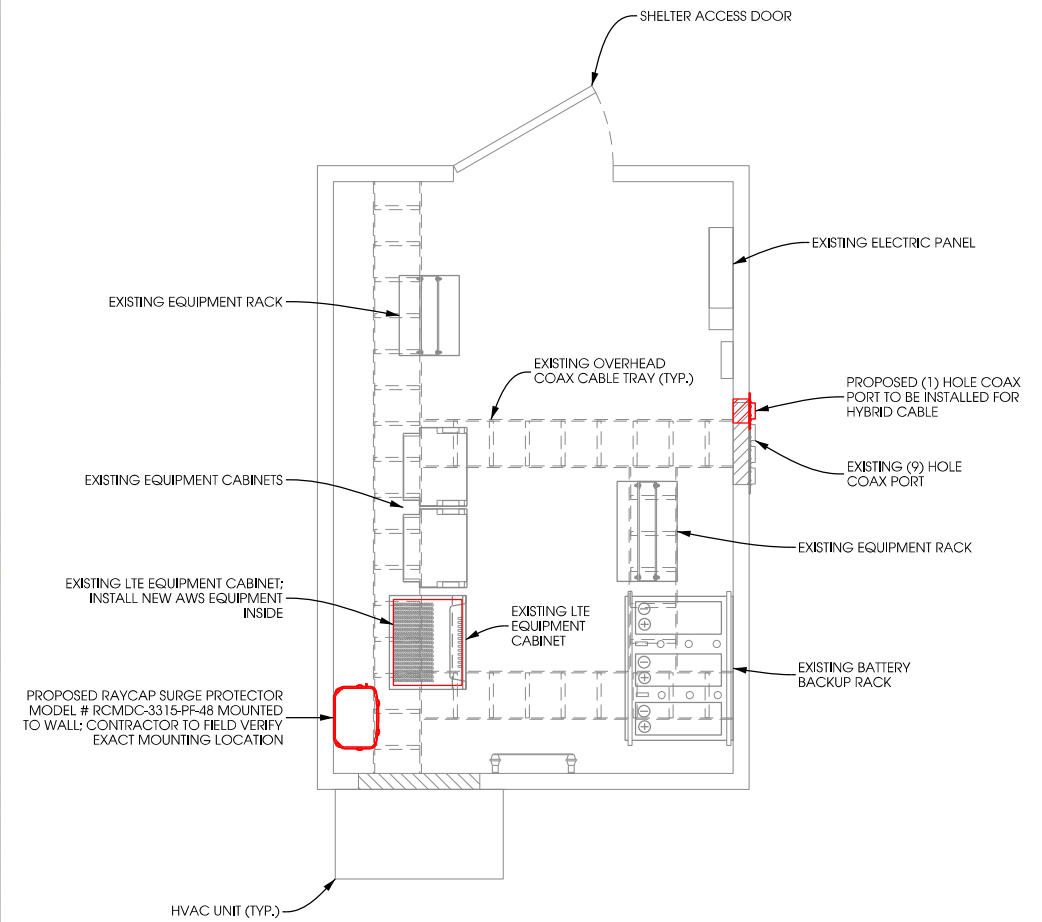
A
C-2 **EXISTING SHELTER INTERIOR LAYOUT**
SCALE: 11 x 17 - 1/4" = 1'-0"
22 x 34 - 1/2" = 1'-0"



EXISTING LTE EQUIPMENT CABINET



PROPOSED LOCATION OF RAYCAP SURGE PROTECTOR



B
C-2 **PROPOSED SHELTER INTERIOR LAYOUT**
SCALE: 11 x 17 - 1/4" = 1'-0"
22 x 34 - 1/2" = 1'-0"

**EQUIP. SHELTER INTERIOR
O'CONNELL ST WT (113541)
WATERTOWN, WISCONSIN**

SHEET TITLE:

PRELIMINARY CDs:

PRELIM. ANTENNA MOD. - 09/23/13

STAMPED FINALS:

FINAL ANTENNA MOD. - 11/26/13

DRAWN BY:

ADS, TAS

CHECKED BY:

PCM

PLOT DATE:

11/26/2013

PROJECT #:

9125

FILE NAME:

C-2.dgn

SHEET NUMBER:



**ANTENNA CONFIGURATION
O'CONNELL ST WT (113541)
WATERTOWN, WISCONSIN**

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

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

DRAWN BY:
ADS, TAS
CHECKED BY:
PCM
PLOT DATE:
11/26/2013
PROJECT #:
9125
FILE NAME:
A-2.dgn
SHEET NUMBER:

EQUIPMENT CHANGE REQUEST FORM- ECR

Cell Name	O'Connell St WT	Cell ID	28
Location Number	113541	RF Engineer	Mike Fischer
Date of Request	6/27/2013	Market	Milwaukee
		Address	509 O'Connell St
		City/State/Zip	Watertown, WI

EXISTING CONFIGURATION

Sector	Position	Antenna		Antenna Manufacturer	Antenna Model	Centerline	Azimuth	Variable Tilt	Mechanical Tilt
		Port	RF Path						
Alpha	A1	L1	Unused at this time	Scala	AP17-1900/90	131	0	N/A	1
		L2	Unused at this time						
		H1	PCS - RxTx0						
		H2	Unused at this time						
	A2	L1	LTE C - RxTx0-eNB1	Powerwave	P65-16-XLM	131	0	2	0
		L2	LTE C - RxTx1-eNB1						
		H1	Unused at this time						
		H2	Unused at this time						
	A3	L1	Unused at this time						
		L2	Unused at this time						
		H1	Unused at this time						
		H2	Unused at this time						
	A4	L1	Unused at this time	Scala	AP17-1900/90	131	0	N/A	1
		L2	Unused at this time						
		H1	PCS - RxTx1						
		H2	Unused at this time						
Beta	B1	L1	Unused at this time	Scala	AP17-1900/90	131	120	N/A	3
		L2	Unused at this time						
		H1	PCS - RxTx0						
		H2	Unused at this time						
	B2	L1	LTE C - RxTx0-eNB1	Powerwave	P65-16-XLM	131	120	2	0
		L2	LTE C - RxTx1-eNB1						
		H1	Unused at this time						
		H2	Unused at this time						
	B3	L1	Unused at this time						
		L2	Unused at this time						
		H1	Unused at this time						
		H2	Unused at this time						
	B4	L1	Unused at this time	Scala	AP17-1900/90	131	120	N/A	3
		L2	Unused at this time						
		H1	PCS - RxTx1						
		H2	Unused at this time						
GAMMA	G1	L1	Unused at this time	Scala	AP17-1900/90	131	240	N/A	3
		L2	Unused at this time						
		H1	PCS - RxTx0						
		H2	Unused at this time						
	G2	L1	LTE C - RxTx0-eNB1	Powerwave	P65-16-XLM	131	240	2	0
		L2	LTE C - RxTx1-eNB1						
		H1	Unused at this time						
		H2	Unused at this time						
	G3	L1	Unused at this time						
		L2	Unused at this time						
		H1	Unused at this time						
		H2	Unused at this time						
	G4	L1	Unused at this time	Scala	AP17-1900/90	131	240	N/A	3
		L2	Unused at this time						
		H1	PCS - RxTx1						
		H2	Unused at this time						

EXISTING ANTENNA CONFIGURATION

EQUIPMENT CHANGE REQUEST FORM- ECR

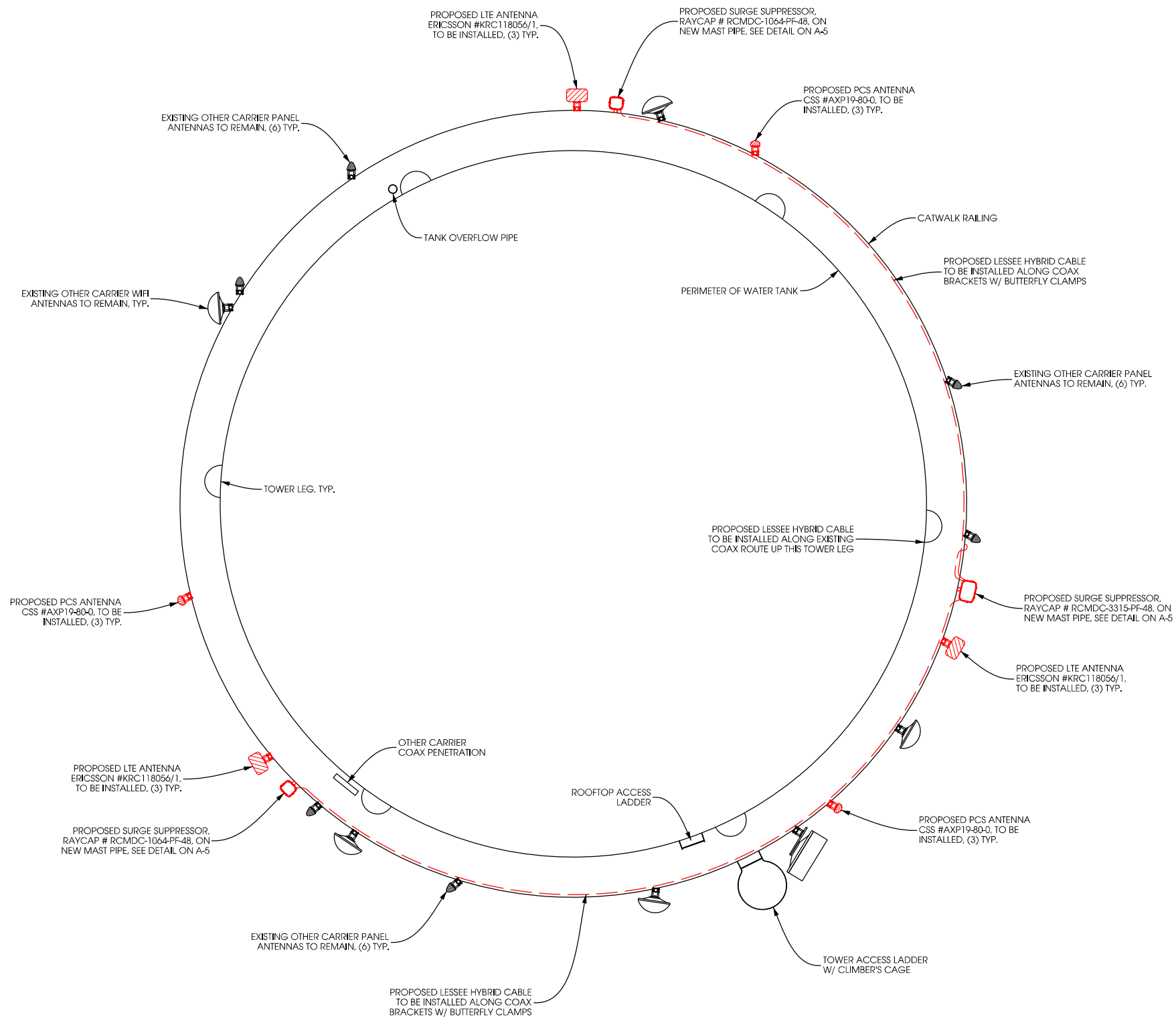
Cell Name	O'Connell St WT	Cell ID	28
Location Number	113541	RF Engineer	Mike Fischer
Date of Request	6/27/2013	Market	Milwaukee
		Address	509 O'Connell St
		City/State/Zip	Watertown, WI

PROPOSED CONFIGURATION

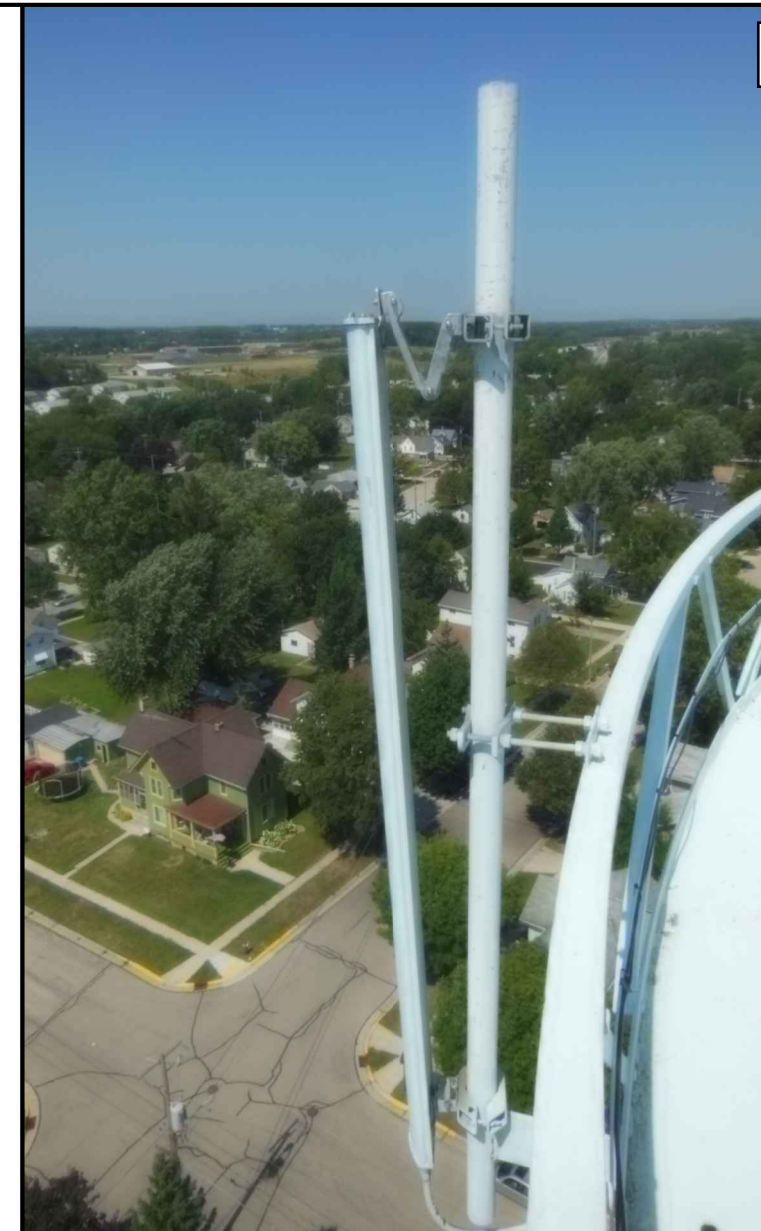
Sector	Pos	Antenna		Antenna Manufacturer	Antenna Model	Antenna Serial Number	Centerline	Azimuth	Variable Tilt	Mechanical Tilt	Action	
		Port	RF Path									
Alpha	A1	L1 (+45)	Unused at this time						N/A		Change- Install	
		L2 (+45)	Unused at this time									
		H1 (-45)	Unused at this time									
		H2 (+45)	Unused at this time									
	A2	L1 (+45)	LTE C - RxTx0-eNB1	Ericsson	KRC118056/1	131	0	2	0	0	0	Change- Install
		L2 (+45)	LTE C - RxTx1-eNB1									
		H1 (-45)	AWS - RxTx0									
		H2 (+45)	AWS - RxTx1									
	A3	L1 (+45)	Unused at this time									
		L2 (+45)	Unused at this time									
		H1 (-45)	Unused at this time									
		H2 (+45)	Unused at this time									
	A4	L1 (+45)	Unused at this time	CSS	AXP19-80-0	131	0	N/A	1	1	1	Change- Install
		L2 (+45)	Unused at this time									
		H1 (-45)	PCS - RxTx0									
		H2 (+45)	PCS - RxTx1									
Beta	B1	L1 (+45)	Unused at this time						N/A		Change- Install	
		L2 (+45)	Unused at this time									
		H1 (-45)	Unused at this time									
		H2 (+45)	Unused at this time									
	B2	L1 (+45)	LTE C - RxTx0-eNB1	Ericsson	KRC118056/1	131	120	2	0	0	0	Change- Install
		L2 (+45)	LTE C - RxTx1-eNB1									
		H1 (-45)	AWS - RxTx0									
		H2 (+45)	AWS - RxTx1									
	B3	L1 (+45)	Unused at this time									
		L2 (+45)	Unused at this time									
		H1 (-45)	Unused at this time									
		H2 (+45)	Unused at this time									
	B4	L1 (+45)	Unused at this time	CSS	AXP19-80-0	131	120	N/A	3	3	3	Change- Install
		L2 (+45)	Unused at this time									
		H1 (-45)	PCS - RxTx0									
		H2 (+45)	PCS - RxTx1									
GAMMA	G1	L1 (+45)	Unused at this time						N/A		Change- Install	
		L2 (+45)	Unused at this time									
		H1 (-45)	Unused at this time									
		H2 (+45)	Unused at this time									
	G2	L1 (+45)	LTE C - RxTx0-eNB1	Ericsson	KRC118056/1	131	240	2	0	0	0	Change- Install
		L2 (+45)	LTE C - RxTx1-eNB1									
		H1 (-45)	AWS - RxTx0									
		H2 (+45)	AWS - RxTx1									
	G3	L1 (+45)	Unused at this time									
		L2 (+45)	Unused at this time									
		H1 (-45)	Unused at this time									
		H2 (+45)	Unused at this time									
	G4	L1 (+45)	Unused at this time	CSS	AXP19-80-0	131	240	N/A	3	3	3	Change- Install
		L2 (+45)	Unused at this time									
		H1 (-45)	PCS - RxTx0									
		H2 (+45)	PCS - RxTx1									

PROPOSED ANTENNA CONFIGURATION

L:\91001\9125\CAD\Plot\CD3\A2.dgn



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

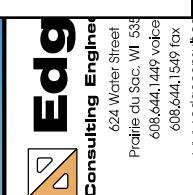


EXISTING LESSEE ANTENNA MOUNT



EXISTING CATWALK RAILING

Section 4, Item A.



**ROOFTOP RAILING PLAN
 O'CONNELL ST WT (113541)
 WATERTOWN, WISCONSIN**

SHEET TITLE:	PRELIMINARY CDs:
	PRELIM. ANTENNA MOD. - 09/23/13
	STAMPED FINALS:
	FINAL ANTENNA MOD. - 11/26/13
	DRAWN BY:
	ADS, TAS
	CHECKED BY:
	PCM
	PLOT DATE:
	11/26/2013
	PROJECT #:
	9125
	FILE NAME:
	A-4.dgn
	SHEET NUMBER:

I:\91001\9125\CAD\Plot\CD3\A-4.dgn

EXHIBIT D

ANTENNA SITE APPLICATION FORM

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

Effective 1/1/2022 – SUBJECT TO CHANGE

Date Received

ANTENNA SITE APPLICATION

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

A. SITE APPLICATION

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

1. Applicant Information

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

2. RF and Spectrum Information

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

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

3. Antenna Facilities (attach applicable specifications)

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

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

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

4. Dish Equipment (attach applicable specifications)

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

- d. Dish type, manufacturer, and model number:

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

- f. Size of cables: _____ Number of cables: _____
- g. Dish location on tower: _____

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

- a. Square feet required: _____
- b. Inside Tower -- Yes or No (circle one)
- c. Inside Applicant's building -- Yes or No (circle one)
- d. Number of cabinets: _____
- e. Cabinet dimensions: _____
- f. Number of air conditioners: _____ Description: _____
- g. Generator on Site -- Yes or No (circle one)
- h. If yes, provide type, size, and location: _____
- i. Isolator manufacturer and model number:

- j. Duplexer manufacturer and model number: _____
- k. Filters manufacturer and model number:

- l. Controls used in addition to the transmitter/receiver cabinet(s) -- Yes or No (circle one)
- m. If yes, how many? _____ Provide manufacturer and model number:

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

1. **Owner's Costs.** By signing this Application, Carrier agrees and acknowledges that it is responsible for the costs that Owner incurs related to the project proposed in this Application (collectively, "Owner's Costs"). Owner's Costs include, but are not limited to, those costs associated with the following work if performed by Owner, its employees, or its legal or technical consultants:

- a. Review of Carrier's construction drawings, structural analysis, and site survey
- b. Negotiation of agreements or amendments to related agreements between Carrier and Owner and related attorney's fees
- c. Pre-construction meeting and post-construction inspection of work done on Carrier's behalf
- d. Site coordination

2. **Deposit Required.**

- a. Carrier shall submit a deposit in the form of a certified check payable to the **City of Watertown*** in the amount of **\$15,000.00**. The check shall be submitted with a completed and executed Application. Owner shall use the deposit to pay Owner's Costs, as described above.
- b. If the initial deposit is insufficient to cover all of Owner's Costs, Carrier shall provide Owner with an additional deposit in an amount agreed upon by Owner and Carrier. Upon Owner's request, Carrier shall cease any work at the Site until Owner receives the additional deposit from Carrier.
- c. Any unused deposit amounts will be returned to Carrier within after Carrier has completed its proposed project, provided that Owner's post-construction inspection confirms that the project has been built in accordance with the construction drawings for the project as approved by Owner.

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

Signature: _____ Date: _____

Name: _____
(Print or Type)

Title: _____

***Checks should be sent to:**

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

EXHIBIT E

ANTENNA SITE SERVICE NOTICE FORM

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

Effective 1/1/2022 – SUBJECT TO CHANGE

Date Received

ANTENNA SITE SERVICE NOTICE

Municipality: City of Watertown, Wisconsin
Address: 800 Hoffmann Drive
City, State, Zip: Watertown, WI 53094
Phone: 920-262-4075

Water Tower Site Name and Address: _____

Wireless Carrier: _____

1. Name of Service Company: _____
2. Address: _____
3. Contact person for Applicant: _____ Telephone: _____
Mobile: _____ Email: _____
4. Technical Site Advisor: _____ Telephone: _____
Mobile: _____ Email: _____
5. Proposed Radio Band: _____
6. Propose Radio Frequency(s): _____
7. Type of Service Request (supply service ticket # if available) _____
8. List all personnel to be on site during service (attached copy of driver's license or US identification):
 - A. _____
 - B. _____
 - C. _____
 - D. _____
 - E. _____
9. Antenna equipment – Attach applicable specifications.
 - A. Number of antennas _____
 - B. Number of zones _____
 - C. Antenna dimensions _____

- D. Antenna type, manufacturer, and model no.

- E. Number of Radio Units _____
- F. Radio Unit dimensions _____
- G. Radio Unit type, manufacturer, and model no. _____
- H. Transmission line or cable manufacturer and model no.

- I. Size of cables _____ Number of cables _____
- J. Antenna location on the tower: _____
(N, S, E, W, NE etc. or specify the exact antenna azimuths)
- K. GPS Antenna Y/N (Circle One)
If yes, provide Dimensions and Weight: _____

10. Dish equipment – Attach applicable specifications

- A. Number of dishes ____ Dish dimensions _____ Microwave? Y/N (Circle One)
Satellite? Y/N (Circle One)
- B. Dish type, manufacturer, and model no.

- C. Transmission line or cable manufacturer and model no. _____
- D. Size of cables _____ Number of cables _____
- E. Dish location on tower: _____
Initial here _____ to indicate specifications are attached.

11. Ground equipment – Attach applicable specifications

- A. Square feet required _____
- B. Inside Tower? Y/N (Circle One) Inside Lessee building? Y/N (Circle One) Outside? Y/N (Circle One)
- C. Number of cabinets ____ Cabinet dimensions _____
- D. Number of air conditioners _____ Air conditioner description
- E. Generator on site? Y/N (Circle One) if yes, provide type, size, and location.

- F. Isolator manufacturer and model no. _____
- G. Duplexer manufacturer and model no. _____
- H. Filters manufacturer and model no. _____
- I. Controls used in addition to the transmitter/receiver cabinet(s)? Y/N (Circle One)

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

Initial here _____ to indicate specifications are attached.

12. Desired date of operation: _____

13. Description of scope of work:

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

Service Company Representative _____ Date: _____

Print Name _____

Cell Phone: _____

Email: _____

EXHIBIT F
FORM OF MEMORANDUM OF LICENSE

[Attached]

MEMORANDUM OF AGREEMENT

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

RECITALS

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

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

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

NOW, THEREFORE, Watertown and Licensee acknowledge the following:

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

[Signature Page to Memorandum of Agreement]

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

Signature: _____

Print Name: _____

Title: _____

Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

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

Print or Type Name: _____

Notary Public, State of _____

My Commission: _____

This instrument drafted by:

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

**EXHIBIT 1
TO MEMORANDUM OF AGREEMENT**

Land Space

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

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

**RESOLUTION FOR
T-MOBILE AGREEMENT ON THE O’CONNELL WATER TOWER**

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

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

WHEREAS, T-Mobile has applied for and been approved to perform upgrades to their equipment located on top of the O’Connell water tower; and,

WHEREAS, T-Mobile’s upgrades also include a new lease and terms in the agreement and has been approved by their team and the City legal team; and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF WATERTOWN, WISCONSIN: that the proper City Official be and are hereby authorized to enter into the lease agreement and equipment upgrades performed by T-Mobile and or all their sub-contractors.

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

ADOPTED August 6, 2024

CITY CLERK

APPROVED August 6, 2024

MAYOR

(August 6, 2024 EXHIBIT #*****)



Water Systems

800 Hoffmann Drive • P.O. Box 477 • Watertown WI 53094-0477
WASTEWATER (920) 262-4085 • WATER (920) 262-4075

To: Chairman Board and members of the Public Works Commission
From: Peter Hartz – Water Systems Manager

July 16, 2024

Re: July 23, 2024, Public Works Commission meeting agenda item

Water Systems:

- 1.) Review and take possible action - approve license agreement between City of Watertown and T-Mobile for equipment located on the O’Connell Water Tower (Cellular Site ML82089A)

T-Mobile is currently operating its equipment at the above site as a holdover Tenant under the Option and Lease Agreement between Watertown Water Commission and Sprint Spectrum, L.P. (the “Original Lease”). T-Mobile and the City’s representatives have negotiated a replacement Watertown License Agreement (the “Agreement”) between the two parties. Included in the Agreement are construction drawings that have been approved, the project commencement date was pending the agreement to the new lease and terms which has been in negotiations for over 2-years.

I recommend approval of the new agreement which includes a new lease term and the new equipment upgrades.

- 2.) Review and take possible action – approve entering into an agreement with Ehlers Public Finance Advisors to provide a study of the current water rates.

I would like to update you on our plans for the city-wide private and public lead service replacements (~1,500). The water department has submitted all the necessary application materials to the Wisconsin Department of Natural Resources. As part of this process the Public Service Commission of Wisconsin will require a conventional rate case review to authorize Watertown’s city-wide replacement project. Typically, the rate case review process takes approximately 6 – 9 months. Our goal is to commence the project in the second quarter of 2025. The estimated lead service replacement is approximately \$14.5 million, although the loan amount and debt service payment is still pending with the State. Some of the loan may qualify for principle forgiveness, but it will not be 100% as it has been in the past few years.

To ensure we stay on schedule, I recommend initiating the water rate study and review promptly.

Thank you for your attention to this matter. Should you have any questions, or need further clarification please don’t hesitate to reach out to me.

Best regards,

Peter Hartz
Water Systems Manger

May 24, 2024

Proposal to Provide a Water & Sewer Rate Study to the:

City of Watertown, WI



Prepared by:

Ehlers
N19W24400 Riverwood Drive,
Suite 100
Waukesha, WI 53188

Advisors:

Brian Roemer
Senior Municipal Advisor

Ariana Schmidt
Financial Specialist

Kayla Thorpe
Senior Financial Specialist

BUILDING COMMUNITIES. IT'S WHAT WE DO.

Transmittal Letter

May 24, 2024

Pete Hartz & Mark Stevens
106 Jones Street P.O. Box 477
Watertown, WI 53094

Re: Proposal to Provide a Water Rate Study & Sewer Rate Study to the City of Watertown

Dear Pete & Mark,

We are pleased to present this proposal to the City of Watertown. We believe our expertise and reputation, our dedication to proactive client service, and our unique project approach provide a compelling relationship option for the City to consider.

For more than 60 years, Ehlers has helped its municipal clients build strong and vibrant communities through its municipal advisory services. The following qualitative factors separates us from competing firms:

Expertise. Ehlers has staff dedicated to the specialized work of completing utility rate studies. We serve clients across Wisconsin and throughout the upper Midwest. **In the last five years (8/1/2018-7/31/23), our firm has completed over 90 utility rate studies and 37 conventional rate case applications to the Wisconsin Public Service Commission (PSC).**

Process. Our process is designed to facilitate effective decision-making. Our rate studies are completed in phases with the first phase being a Long-Range Cash Flow Analysis. To our knowledge, our competitors cannot complete an analysis to the level of detail we strive for due to their lack of Municipal Advisor designation or do not complete this vital step. The analysis will provide decision makers with the framework for options on how to fund ongoing and future financial obligations. In addition, we evaluate and educate the ways of how utilities can navigate Conventional Rate Cases to their individual utility needs and not simply following the PSC math. The City currently has unique eligibility for the PSC's windows of opportunity to adjust rates and therefore we feel this analysis will help keep options open for the City's ratepayers. Ehlers has provided you with a sample of this unmatched analysis.

Accessible Team Players. We are responsive to our clients by meeting short deadlines and assigning more than one Municipal Advisor to each client to ensure we meet their needs. Our process is flexible and designed to avoid delays and facilitate decision-making.

Client-First Values. Ehlers prides itself on transparent communication, proactive service, and an unwavering dedication to deploying client resources most efficiently and effectively. At the core, we will provide the City with ongoing dialogue and idea-sharing, independent analysis, customized water rate options, and a competitive, value-oriented fee structure. Our team will be led by Brian Roemer and supported by Ariana Schmidt and Kayla Thorpe.

Thank you for including us in this process. We appreciate your consideration and look forward to discussing how Ehlers can best serve the City of Watertown.

Respectfully submitted,



Brian Roemer
Senior Municipal Advisor
broemer@ehlers-inc.com
262-796-6178



Ariana Schmidt
Financial Specialist
aschmidt@ehlers-inc.com
262-796-6181



Kayla Thorpe
Senior Financial Specialist
kthorpe@ehlers-inc.com
262-796-6197

Qualifications & Experience

Professional biographies for the team follow below. Biographies and credentials for remaining team members can be found under the [Our Team](#) tab on [Ehlers' public website](#).



Brian Roemer

Senior Municipal Advisor

Brian helps clients with fiscal studies, debt planning and issuance, and financial management planning. Since he joined the firm as an intern in 2016, Brian has quickly risen through the ranks due to his commitment to accuracy, dedication to customer service, and ability to break down complex financial concepts in a way that all client constituents can understand. Brian holds a Master of Business Administration degree from the University of Wisconsin Milwaukee.



Ariana Schmidt

Financial Specialist

Ariana is a Financial Specialist with our Wisconsin Municipal Finance Team, supporting our Municipal Advisors with debt planning and issuance, as well as tax incremental financing and utility rate studies. Prior to joining Ehlers in 2023, she gained nearly eight years of progressive experience in healthcare administration, earning advanced responsibilities and promotions along the way. Ariana holds a Master of Business Administration degree from Concordia University.



Kayla Thorpe

Senior Financial Specialist

Kayla is a Senior Financial Specialist with our Wisconsin Municipal Finance Team, helping clients with project management, long-term financial management planning, and economic development and redevelopment. She also assists our Wisconsin Municipal Advisors with public debt planning and issuance. Kayla brings nearly 15 years of local and federal government experience to her role with the firm, most recently serving as the Administrator | Clerk for the Village of Butler, Wisconsin. She holds a bachelor's degree in Political Science and a Master of Business Administration degree.

Scope of Service - Water Utility Rate Study

The project team proposes to undertake the following steps for the Water utility. Our approach is flexible and has proven to deliver the information, recommendations, and facilitated discussions essential to setting utility rates with confidence and accuracy. Ehlers proposes and agrees to provide the following scope of services for the water utility rate study (“Study”):

Phase I – Information Request, Review, and Long-Range Cash Flow Analysis (“LRCFA”)

- Under this phase we will assess the need for a Conventional Rate Case with the PSC using a long-range cash flow analysis. This analysis will make projections on future operation expenses, future capital funding, and identify future rate increases.
- Prepare a cash flow analysis for the next 10 years including the test year and beyond. The analysis will include:
 - Calculation of the return on net investment rate base (ROI) adequate to finance the appropriate share of debt service, equipment replacement and capital outlay expenses.
 - Benchmarking of key financial metrics that the PSC, rating agencies, and prospective lenders analyze.
 - Capital planning and debt schedules with corresponding coverage requirements.
- This phase includes a meeting at the Council or other designated meeting to present the outcome of the Long-Range Cash Flow Analysis before starting the Application.
- In order to complete this phase Ehlers will need to request and review the following:
 - Capital planning documents identifying estimated costs for future water projects
 - Annual audits for the past three years
 - 2024 Water Fund actual expenses and revenues.
 - 2025 Water Fund line-item budget.

Phase II – Information Request, Review, and Test Year 2025 PSC Conventional Rate Case Application (as necessary)

- If the governing body approves Phase 2 after review of the Phase 1 analysis, under this phase we will complete the Test Year 2025 PSC Conventional Rate Case Application including all attachments of the application and supplementary information.

- In order to complete this phase Ehlers will need to request and review the following:
 - PSC annual reports for the last three years (available on the PSC website).
 - Current annual debt service schedules for existing utility debt (we currently have this information).
 - For calendar years 2022, 2023, and 2024 detailed water billing records showing billed water consumption by customer class and rate block and number of customers by class and meter size.
 - Based on the time of filing the Application, we may request a similar report for the previous twelve months to the time of filing.
 - Water billing records which list the 4 largest users in each customer class (i.e. residential, commercial, industrial, public authority) including the name of the customer, meter size, and total billed consumption for the largest quarter over the last 12-month period.
 - A water tower repainting schedule showing when the last time the tower(s) were repainted, the cost for repainting and whether the utility is on a 15 or 20-year repainting schedule.
 - Current number of un-metered customers within the utility, if any.
 - Most current depreciation schedule for all water utility assets, showing current year depreciation expense, depreciation rates, and accumulated depreciation for all water utility financed assets.
 - List of 4 largest users in each customer class (i.e. residential, commercial, industrial, public authority) including the name of the customer, meter size, and total billed consumption for the largest quarter over the last 12-month period.
 - The current number of private fire protections by the size of connection, if any.
 - For municipal financed utility plant in service and contributed plant in service, the estimated 2024 and 2025 asset additions, retirements and adjustments.
 - The current percentage allocated to the sewer utility's portion of meter costs and assets. (Usually the depreciation of the meters is split 50/50 between water and sewer).
 - Estimated materials and supplies inventory for 2024 and 2025, if any.
 - For 2024 and 2025 (estimated) the number of feet of main and hydrants added and retired. Please classify additions and retirements as routine or major.
 - If employees perform work for more than one function, please explain how costs are assigned to the water utility. For example, when an employee performs work for municipal parks, sewer, water, and private lead service lines, describe how the salary and wages dollars are assigned to the regulated water utility.

FINANCIAL MANAGEMENT PLANNING

- Water utility credit card billing offering information (details to follow)
- This phase includes a meeting with the Council or other designated meeting to present the outcome of the Application before filing the Application.
- Ehlers will file the Application upon receiving desired recommendation to do so from the Client’s desired governing body or staff.

Phase III –Test Year 2025 PSC Conventional Rate Case Proceedings (as necessary)

- Assist utility with Data Request Portion of proceedings
- Review Revenue Requirement to check for PSC errors or omissions based on Application and Data Request(s) period. Provide disagreement correspondence as necessary
- Review PSC Cost of Service Study & Rate Design
- Represent the Utility at required PSC public hearing
 - Be present at the required telephonic public hearing and provide testimony in support of the proposed water rates for the test year on behalf of the Village.
- File Rate Implementation Letter

Phase IV – Final Report and Presentation (as necessary)

- (Optional) Prepare and provide (via PDF or paper copy) a report containing a written summary of results of the PSC Rate Case and cash flow analysis along with all supporting worksheets.
- (Optional) If requested, this phase includes a meeting with the Council or other designated meeting to present the PSC final water rate structure for the test year and answer questions This should be requested on or before filing the PSC Rate Implementation Letter.

Compensation

In return for the services set forth in the “Scope of Service,” Client agrees to compensate Ehlers as follows based on the following Scope of Service Events:

Phase	Scope of Service Event	Fee
I	LRCFA Delivered to Client	\$ 5,000
II	CRC Application Filed with PSC*	\$ 4,500
III	Completion of PSC Rate Implementation Letter*	\$ 3,500
IV	Final Report Delivered to Client^*	\$ 500
IV	Final Report Presentation^*	\$ 500
	Total	\$ 14,000

*As necessary. Phase I may indicate the remainder of the Study is not needed.

In the event the Client determines not to proceed with additional Phases Ehlers will send the invoice for Phases completed. In the event Client determines not to proceed with the Study once a Phase has been authorized, but prior to that Phase's completion, the compensation due for that Phase will be prorated to reflect the percentage of the work completed.

^Optional. The Client may choose to not have a final report and/or final presentation of the final report.

For any service directed by Client and not covered by this, or another applicable Appendix, Ehlers & Associates will bill Client at an hourly rate that is dependent upon the task/staff required to meet Client request at no less than \$125.00/hour and not to exceed \$350.00/hour. This may include for example, additional scenarios for the Long-Range Cash Flow Analysis.

Payment for Services

Ehlers will invoice Client after the completion of each Scope of Service Event noted above. Our fees include our normal travel, printing, computer services, and mail/delivery charges. The invoice is due and payable upon receipt by the Client.

Scope of Service - Sewer Utility Rate Study

The project team proposes to undertake the following steps for the sewer utility. Our approach is flexible and has proven to deliver the information, recommendations, and facilitated discussions essential to setting utility rates with confidence and accuracy. Ehlers proposes and agrees to provide the following scope of services for the sewer utility rate study (“Study”):

Phase I – Information Request, Review, and Long-Range Cash Flow Analysis (“LRCFA”)

- Under this phase we will assess the need for a Sewer Rate study using a long-range cash flow analysis. This analysis will make projections on future operation expenses, future capital funding, and identify future rate increases.
- Prepare a cash flow analysis for the previous 5 years 2020-2024 and next 10 years including the test year. The analysis will include:
 - Actual (for the past five years) and budgeted revenues and expenses based upon the work completed in Phase I above.
 - Development of annual operating expenses for the utility using an assumed rate of inflation based on historical expenses and discussions with staff.
 - Actual annual debt service expenses for existing utility debt.
 - The development of preliminary financing plans for planned capital improvement expenses including the use of cash vs. debt financing.
 - The planned debt service for the sewer utility upgrades taking into consideration available and minimum recommended reserves, existing debt, and existing revenue bond covenants if applicable.
 - Project out revenues and identify projected user rate increases to meet all financial obligations of each utility in future years.
 - Use benchmarking analysis to put forth a plan for fiscal sustainability. Using key metrics established by rating agencies, creditors, underwriters, and the PSC, create a plan that focuses on self-sustaining rates.
 - Determine an initial rate adjustment based on existing cash flow analysis through Budget Year 2025.
 - User Rate Comparison
 - Develop a comparison of existing and proposed user rates for example properties by customer class.
 - Develop a comparison of existing and proposed user rates to other communities.
- To complete this phase Ehlers will need to request and review the following:

- Current schedule of sewer rates.
- Annual audits for the past five years.
- Year to date actual expenses and revenues.
- Latest line-item budget.
- Current annual debt service schedules for existing utility debt.
- Any available capital improvement plan documents.

Phase II – Report, Presentation(s), & Implementation

- Draft Report
 - Meet with municipal staff virtually (phone or web-based service) to discuss initial findings
- Final Report and Presentation
 - Prepare a report including all project tables and a brief presentation describing the findings and recommendations of the LRCFA.
 - Review the report with staff and make any appropriate changes.
 - Prepare a final report and submit via PDF or paper copy
 - Prepare and be available for one (1) presentation of the report and findings to the City Council or other designated governing body.
- Implementation
 - Assist utility in determining implementation date
 - Provide updated rate schedules for implementation
 - Discuss proper implementation process as it relates to the municipality's ordinance

Phase III – Utility Rate Study

- Under this phase we will complete the Sewer Rate Study. This analysis will include:
 - Development of Revenue Requirements
 - Based on the available budget, debt and asset detail, develop the revenue requirements for the utility under the cash based or utility-based method.
 - Cost of Service Study
 - Allocate the revenue requirements for the test year to the appropriate utility functions.
 - Rate Design
 - Calculate the user rates for all customer classes based on the revenue requirements allocated to each utility function divided by the appropriate billable units.

- Create a cash flow analysis for the test year to ensure that the calculated user rates will meet the cash flow needs of the utility.
- User Rate Comparison
 - Develop a comparison of existing and proposed user rates for example properties by customer class.
 - Develop a comparison of existing and proposed user rates to other communities.
- To complete this phase Ehlers will need to request and review the following:
 - As applicable, detailed sewer billing records for the past 3 years showing:
 - billed consumption by customer class and rate block
 - number of customers by class and meter size (if billed by meter size).
 - Billing records for all high strength industrial waste customers of the utility showing the amount of excess loadings by type by month or quarter for the past 3 years.
 - Total Inflow at the wastewater treatment plant (or master meter to regional plant) for the previous 3 calendar years 2022-2024
 - Any available information on upcoming developments and population growth over the study planning period that would increase the customer base and usage, or conversely any information on customers reducing usage or moving out of the municipality.
 - Current number of un-metered customers within the utility, if any.
 - Current depreciation rates depreciation schedule including accumulated depreciation.
 - Copy of current sewer service agreement(s) with governmental and/or private entities.

Phase IV – Report, Presentation(s), & Implementation (as necessary)

- Draft Report
 - Meet with municipal staff virtually (phone or web-based service) to discuss initial findings
- Final Report and Presentation
 - Prepare a report including all project tables and a brief executive summary describing the findings and recommendations of the study.
 - Review the report with staff and make any appropriate changes.
 - Prepare a final report and submit via PDF or paper copy

- Prepare and be available for one (1) presentation of the report and findings to the City Council or other designated Council.
- **Implementation**
 - Assist utility in determining implementation date
 - Provide updated rate schedules for implementation
 - Discuss proper implementation process as it relates to the municipality’s ordinance

Compensation

In return for the services set forth in the “Scope of Service,” Client agrees to compensate Ehlers as follows:

Service	Fee
Phase I: Information Review & Cash Flow Analysis	\$ 4,500
Phase II: Report & Implementation	\$ 500
Initial Phases Total	\$ 5,000
Phase III: Sewer Rate Study (as necessary)*	\$ 8,000
Phase IV: Report & Implementation (as necessary)*	\$ 1,000
All Phases Total	\$ 14,000

*As necessary. Phase I may indicate the remainder of the Study is not needed.

In the event the Client determines not to proceed with additional Phases Ehlers will send the invoice for Phases completed.

In the event Client determines not to proceed with the Study once a Phase has been authorized, but prior to that Phase’s completion, the compensation due for that Phase will be prorated to reflect the percentage of the work completed.

For any service directed by Client and not covered by this Scope of Service, or another applicable Appendix, Ehlers will bill Client at an hourly rate that is dependent upon the task/staff required to meet Client request at no less than \$125.00/hour and not to exceed \$300.00/hour.

Payment for Services

Ehlers will invoice Client for the work completed at the end of each phase noted above. Our fees include our normal travel, printing, computer services, and mail/delivery charges. The invoice is due and payable upon receipt by the Client.

Client Engagement

If the City finds this proposal suitable, please take the appropriate action and/or governing body approval. Please inform us of the decision and we will provide our required disclosures for signature.