



Public Works Committee Meeting

Cravath Lakefront Room, 2nd Floor
312 W. Whitewater St.
Whitewater, WI 53190
*In Person and Virtual

Tuesday, July 08, 2025 - 5:15 PM

AGENDA

Citizens are welcome (and encouraged) to join our webinar via computer, smart phone, or telephone. Citizen participation is welcome during topic discussion periods.

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/83549177613?pwd=CLbav3QzvF0WaHio9MesLMUIbDSx0Z.1>

Telephone: +1 312 626 6799 US (Chicago)
Webinar ID: 835 4917 7613
Passcode: 020567

Please note that although every effort will be made to provide for virtual participation, unforeseen technical difficulties may prevent this, in which case the meeting may still proceed as long as there is a quorum. Should you wish to make a comment in this situation, you are welcome to call this number: (262) 473-0107.

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

A committee member can choose to remove an item from the agenda or rearrange its order; however, introducing new items to the agenda is not allowed. Any proposed changes require a motion, a second, and approval from the Committee to be implemented. The agenda shall be approved at each meeting even if no changes are being made at that meeting.

APPROVAL OF MINUTES

1. Approval of minutes from May 13, 2025 and June 10, 2025

HEARING OF CITIZEN COMMENTS

No formal Committee action will be taken during this meeting although issues raised may become a part of a future agenda. Participants are allotted a three minute speaking period. Specific items listed on the agenda may not be discussed at this time; however, citizens are invited to speak to those specific issues at the time the Committee discusses that particular item.

To make a comment during this period, or during any agenda item: On a computer or handheld device, locate the controls on your computer to raise your hand. You may need to move your mouse to see these controls. On a traditional telephone, dial *6 to unmute your phone and dial *9 to raise your hand.

NEW BUSINESS

- [2.](#) Discussion and Possible Action regarding encroachment on City owned land by Cravath Street Water Tower.
- [3.](#) Discussion and Possible Action regarding Walworth Avenue and Prince Street intersection safety ideas.
- [4.](#) Discussion and Possible Action regarding the Netwurx Water Tower Space/Lease Agreement.
- [5.](#) Discussion and Possible Action regarding Edge Broadband Water Tower Lease Agreement Renewal.

FUTURE AGENDA ITEMS**ADJOURNMENT**

A quorum of the Common Council may be present. This notice is given to inform the public that no formal action will be taken at this meeting.

Anyone requiring special arrangements is asked to call the Office of the City Manager / City Clerk (262-473-0102) at least 72 hours prior to the meeting.



Public Works Committee Meeting Item 1.

Cravath Lakefront Room, 2nd Floor
312 W. Whitewater St.
Whitewater, WI 53190
*In Person and Virtual

Tuesday, May 13, 2025 - 5:00 PM

MINUTES

CALL TO ORDER

The Public Works Committee meeting was called to order by Public Works Director Marquardt at 5:00 p.m.

ROLL CALL

PRESENT: Board Member Smith, Board Member Majkrzak, Board Member Hicks

ABSENT: None

OTHERS: Marquardt

CALL ELECTION OF CHAIRPERSON/VICE CHAIRPERSON

Motion made by Board Member Majkrzak, seconded by M. Smith to nominate Board Member Hicks as Chairperson. There were no other nominations.

Voting Yea: all via voice (3)

Voting Nay: None

Motion made by Board Member M. Smith, seconded by Board Member Hicks to nominate Board Member Majkrzak as Vice Chairperson. There were no other nominations.

Voting Yea: all via voice (3)

Voting Nay: None

SET DAY AND TIME FOR REGULARLY SCHEDULED MONTHLY MEETINGS

The committee agreed on the second Tuesday of each month at 5:15 p.m.

APPROVAL OF AGENDA

Motion made by Board Member Majkrzak, seconded by Board Member M. Smith to approve the agenda for Tuesday, May 13, 2025.

Voting Yea: all via voice (3)

Voting Nay: None

APPROVAL OF MINUTES

1. Approval of minutes from April 8, 2025

Motion made by Board Member Majkrzak, seconded by M. Smith to approve the minutes from April 8, 2025.

Voting Yea: all via voice (3)

Voting Nay: None

HEARING OF CITIZEN COMMENTS

None

NEW BUSINESS

2. Discussion and Possible Action regarding proposed artwork on traffic signal control boxes.

Marquardt stated this item came to the Public Works Committee in October of 2024. The committee was open to the idea, but wanted to make sure the designs were fitting for the community.

The Public Arts Commission received 21 applications for the request to install public art on the eight traffic signal control boxes.

The Public Arts Commission met on May 1, 2025 and recommended eight of the 21 applications with four alternates for approval to send to the Public Works Committee for review.

After their review, they recommended eight with four alternatives for approval.

Approvals:

Stephanie Krellwitz
Linda Saumer
Studio 84
Jessica Fuchs
Judith Perez
Emma Siskoff
Kelly Marie Hausknecht
Kiba Freeman

Alternates:

Hollyn Peterson
Hunter Little
James Richter
Brittany McKenzie

\$2,500 in a form of a grant from the Community Foundation has been attained. Any additional funding above this amount, if needed, is to be determined.

Staff recommended a motion to approve the eight recommended paintings and the four alternates and forward to council.

Motion made by Board Member M. Smith and seconded by Board Member Majkrzak to approve the eight and four alternate applicants regarding the proposed artwork on the traffic signal control boxes.

Voting Yea: all via voice (3)

Voting Nay: None

3. Discussion and Possible Action regarding the approval of a driveway over 24 feet for Lavelle Industries.

Marquardt stated Lavelle Industries, 1215 Universal Blvd, is planning an expansion to their business. The expansion includes a driveway off Innovation Drive measuring 83 feet in width (96 feet at the curb line). The driveway accommodates semi-truck loading and unloading. According to Municipal Code 12.16.030, "no driveway shall exceed thirty-five feet in width at the curb line unless special permission be obtained from the City's Common Council."

The Plan and Architectural Review Commission approved the site plan, including the driveway width, at their May 4, 2025, meeting.

Staff recommended a motion to approve the driveway width in excess of 35 feet and forward to Council.

Motion made by Majkrzak and seconded by M. Smith to approve the driveway over 24 feet for Lavelle Industries.

Voting Yea: all via voice (3)

Voting Nay: None

4. Discussion and Possible Action regarding an update to the Street Department Facility Study.

Marquardt stated in 2020, the City hired Kueny Architects to complete a Facility Analysis and Space Needs Assessment at the Public Works Street garage. The Analysis and Assessment included:

1. Determining the condition and deficiencies of the existing buildings and facilities.
2. Assessing the current facility to determine what space is adequate to handle current and future demands.
3. Identifying conceptual facility layouts.
4. Evaluating the facility regarding space demands and the sustainability of the existing structures.
5. Costs associated with conceptual layouts.

A copy of the final report is attached. The preferred concept was the one shown on Page A201 (Page 35) of the final report. The report was provided to the City Council and accepted; however, the project was put on the back burner as the library expansion project took priority. With the library project being completed this year, staff would like to have the Facility Analysis and Space Needs Assessment report reviewed and updated by Kueny Architects to make sure everything is in line with 2025 standards and cost estimates.

The Public Works Committee and City Council approved hiring Kueny Architects in February 2020 to complete the Analysis and Assessment Study.

In November 2020, the Public Works Committee and City Council accepted the Final Report to use for CIP budgetary purposes.

Kueny Architects estimates that it would cost an estimated \$2,000 (16 hours at \$125/hr) to update the report. This includes two site visits, updating the report, and then finalizing the report after staff comments.

The estimated cost of the preferred concept was \$9,300,000 - \$9,800,000 in 2020. An updated cost estimate for 2024 was \$12,200,000 - \$13,600,000.

M. Smith asked what the long-term plan was for funding this project. Marquardt stated, borrowing. Municipalities who have done a streets facility garage have not found grants to help with the cost of the project. Marquardt stated he will check again to see if grant funding has changed.

Majkrzak stated he would like to see how this will impact borrowing. Marquardt stated he will talk with the Finance Director regarding this request for a possible presentation at budget/CIP time.

Staff recommended a motion to approve having Kueny Architects update the Facility Analysis and Space Needs Assessment Final Report.

Motion made by Majkrzak and seconded by M. Smith to approve a Facility Study Update for an estimated \$2,000. Marquardt would like to share the report with the Public Works Committee and then Council.

Voting Yea: all via voice (3)

Voting Nay: None

5. Discussion and Possible Action regarding a request from The Bower House for reserved parking stalls.

Marquardt stated Tammy Aprehamien, the owner of the Bower House located at 183 W. Main Street, is requesting 12 parking stalls be reserved in Lot G for tenants of her building. Lot G, located on North Street between First and Second Streets, has a total of 25 residential permit spaces allocated and is typically the first lot sold out. Currently, parking permits are offered annually in May, on a first come basis, through the Police Department. Proof of downtown residency is required.

Staff talked to the Police Department about the possibility of reserving parking stalls specifically for a landlord and agree that this would not be a good practice to start. Concerns include other landlords asking for reserved stalls and the possibility of the ask being more than the availability. How does one decide who gets what? Also, not all downtown renters have vehicles which could lead to landlords renting out apartments which include a parking stall that is then left unoccupied. While the City would still be getting paid (by the landlord), it could be forcing another renter to get a parking permit at a parking lot possibly further away. Landlords could also charge more than what the City is charging.

Therefore, staff recommended to deny the request for reserved parking stalls and remain with the current procedure.

A motion was made by Majkrzak and seconded by M. Smith to deny the request from the Bower House for reserved parking stalls.

Voting Yea: all via voice (3)

Voting Nay: None

6. Discussion and Possible Action regarding pedestrian safety on W. Main Street.

Marquardt stated The Public Works Committee discussed pedestrian safety along W. Main Street regarding various topics at two previous meetings. The topics included pedestrians not crossing at marked crosswalks, interaction between pedestrians and vehicles at controlled intersections and the “mid-block” crossing near Walmart and Aldi. Minutes from both meetings are attached as background material.

The Public Works Committee discussed pedestrian safety crossing W. Main Street at their February 11, 2025, meeting. The Committee asked for this item to come back in May or June.

The Public Works Committee discussed pedestrians not crossing at designated crosswalks near the University and traffic concerns near Walmart and Aldi at their October 8, 2024, meeting. The Committee asked for the areas to be monitored and bring back at a future meeting.

Staff has not received any additional requests to move the “mid-block” crosswalk from the Walmart area to the Aldi area or concerns with pedestrian traffic in this area. Staff recommended no action be taken and leaving the crosswalk in its current location. Staff had no other recommendations addressing the other topics.

7. Discussion and Possible Action regarding the maintenance of terrace retaining wall at 815 W. Highland Street.

Marquardt stated there is a deteriorating rock retaining wall located in the terrace adjacent to 815 W. Highland Street and 203 S. Whiton Street. Property owners are required to maintain the terrace, such as cutting the grass. If this reasoning is applied to the retaining wall, the property owner(s) should be responsible for its maintenance and repair. However, there is no paperwork that previous property owners were given permission to erect the retaining, giving the assumption the city erected the retaining wall. Staff would like the Committee's input on who should be responsible for the repair of the retaining wall.

If the City is responsible, there would be a significant financial impact. Estimates would need to be collected and the project should be included in the 2026 Capital Improvement Plan requests.

The Public Works Committee agreed the City staff should take the necessary steps to correct the retaining wall the most cost-effective way.

FUTURE AGENDA ITEMS

None

ADJOURNMENT

Motion made by Board Member Majkrzak and seconded by M. Smith to adjourn the Public Works Committee at 5:30 p.m.

Voting Yea: all via voice (3)

Voting Nay: None

Respectfully submitted,

Alison Stoll

Alison Stoll, Administrative Assistant
Department of Public Works

*Minutes approved on _____



Public Works Committee Meeting Item 1.

Cravath Lakefront Room, 2nd Floor

312 W. Whitewater St.

Whitewater, WI 53190

*In Person and Virtual

Tuesday, June 10, 2025 - 5:15 PM

AGENDA

CALL TO ORDER

The Public Works committee meeting was called to order by Board President Majkrzak at 5:14 p.m.

ROLL CALL

PRESENT: Board Member M. Smith, Board Member Majkrzak

ABSENT: Board Member Hicks

OTHERS: Marquardt

APPROVAL OF AGENDA

Motion made by Majkrzak to remove the approval of the minutes from May 13, 2025, due to the document not being included in the packet. Item 5 and Item 6 was tabled until a full committee is present, seconded by M. Smith.

Voting Yea: all via voice (2)

Voting Nay: None

APPROVAL OF MINUTES

1. Approval of minutes from May 13, 2025 – to be included in the July 8, 2025, packet for approval.

HEARING OF CITIZEN COMMENTS

None

NEW BUSINESS

2. **Discussion and Possible Action regarding Wastewater's Compliance Maintenance Annual Report (CMAR).**

In compliance with the WI Department of Natural Resources (WDNR), Marquardt stated the 2024 Compliance Maintenance Annual Report (CMAR) was included for review. The CMAR is designed as an assessment tool to communicate the Wastewater Utilities operational success and possible shortcomings or deficiencies to City administration and elected officials. Ratings should help direct time, effort, and dollars into the Utility.

For 2024, the Utility recorded an "A" in each rating section.

Please notice the "Phosphorus" section to see how well the treatment process has been running. However, despite low effluent Phosphorus numbers the facility is aware of the upcoming reduced effluent limits and is actively exploring various compliance options. The current infrastructure will be unable to meet the upcoming limit of 0.075 mg/l.

Staff recommended a motion to approve the Resolution acknowledging the 2024 Wastewater Utility Compliance Maintenance Annual Report and forward to Council.

Motion made by Majkrzak acknowledging the 2024 CMAR resolution and forward to council, seconded by M. Smith.

Voting Yea: Board Member Majkrzak, Board Member M. Smith

Voting Nay: None

3. Discussion and Possible Action regarding the award of Contract 2-2025, 2025 Street Maintenance Project.

Marquardt stated Contract 2-2025, 2025 Street Maintenance Project, was advertised with bids opened on May 30, 2025. The project consists of crack filling and chip sealing streets. Streets include Ash Lane, Burr Oak Trail, Darcy Lane, Kylee Way, Lake View Drive, Locust Lane, Maple Lane, Parkside Drive, Tanner Way, and Waters Edge Drive.

Two bids were received:

- | | |
|--------------------------------|--------------|
| • Fahrner Asphalt Sealers, LLC | \$90,820.00 |
| • Scott Construction | \$114,647.67 |

The Task Order for Strand to assemble the bid package was approved by the Public Works Committee and Common Council in April of 2025.

This project will be paid for by utilizing money in Fund 280, Street Repair.

Staff recommended a motion to accept the low bid and award Contract 2-2025 to Fahrner Asphalt Sealers, LLC and forward to Council.

Motion made by Board Member M. Smith to accept the low bid and award Contract 2-2025 to Fahrner Asphalt Sealers, LLC and forward to Council, seconded by Board Member Majkrzak.

Voting Yay: Board Member Majkrzak, Board Member M. Smith

Voting Nay: None

4. Discussion and Possible Action regarding the award of Contract 1-2025 Detention Basin Maintenance.

Marquardt stated Contract 1-2025, Detention Basin Maintenance Project, was advertised with bids opening on June 10, 2025. The project consists of dredging and reshaping three detention ponds. The first one is located off Jakes Way in the Walton East Gate Park. The second is located off Clay Street in the Clay Street Nature Park. The third is located at the south end of Stonefield Lane.

Marquardt stated staff opened three bids from RR Walton, RLP Diversified and Willkomm Excavating. The low bid came in from RR Walton at \$155,310, next was \$179,000, and the final bid was \$212,000.

The Task Order for Strand to assemble the bid package was approved by the Public Works Committee and Common Council in November 2024. The project was approved by Council as part of the 2024-2025 Budget and Capital Improvement Plan.

\$300,000 was budgeted in the Capital Improvement Plan. An update on the low bid was provided at the meeting.

Motion made by Board Member Majkrzak to approve the low bid from RR Walton for \$155,310 and forward to Council, seconded by Board Member M. Smith.

Voting Yay: Board Member M. Smith, Board Member Majkrzak

Voting Nay: None

5. Discussion and Possible Action regarding Walworth Avenue and Prince Street intersection safety ideas.

This item was tabled until the next PW meeting on July 8, 2025.

6. Discussion and Possible Action regarding the Netwurx Water Tower Space/Lease Agreement.

This item was tabled until the next PW meeting on July 8, 2025.

7. Discussion related to Memo on Closed Session minutes.

Marquardt stated the attached memo was provided by the City Clerk and asked to be provided to all Committees and Boards at their next meeting. It was also presented at the June 3, 2025, Council meeting.

FUTURE AGENDA ITEMS

None

ADJOURNMENT

Motion made by Board Member M. Smith to adjourn the Public Works meeting at 5:26 p.m., seconded by Board Member Majkrzak.

Voting Yea: all via voice (2)

Voting Nay: None

Respectfully submitted,

Alison Stoll

Alison Stoll, Administrative Assistant
Department of Public Works

*Minutes approved on Tuesday, _____



Public Works Agenda Item

Meeting Date:	July 8, 2025
Agenda Item:	Cravath Street Water Tower Encroachment
Staff Contact (name, email, phone):	Brad Marquardt, bmarguardt@whitewater-wi.gov , 262-473-0139

BACKGROUND

(Enter the who, what when, where, why)

City staff noticed that the property owner at 418 Cravath Street has encroached onto city property near the Cravath Street Water Tower. The parcel outlined in red on the attached Parcel Map is the parcel in question which is owned by the city. Based on aerial photography the encroachment took place between 2015 and 2020. Based on GIS records, the property at 418 switched owners in 2018. The screenshot from 2024 Google Maps shows the retaining wall garden and the trampoline on the city property. The property owner of 418 has been cutting the grass and maintaining the city property.

The City Attorney was consulted and gave a couple of options:

1. Send a cease-and-desist letter telling the neighbor to remove items from the city property and that they cannot use in this manner.
2. Negotiate an agreement with the neighbor that they can use the property but assume all liability.
3. Continue as is, but since the city is aware of the encroachment, the city may now be liable.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

N/A

FINANCIAL IMPACT

(If none, state N/A)

There is no financial impact at this time.

STAFF RECOMMENDATION

Staff does not have an issue with the property owner using the property, especially if they are maintaining it. Staff would recommend to negotiate an agreement with the neighbor.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

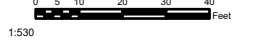
1. Parcel Map
2. Screenshot
3. Email Correspondence
4. CSM 318



Item 2.

Letter (ANSI A) Landscape

WALWORTH COUNTY, WISCONSIN



Author:

Map Produced on: 5/28/2025

Wisconsin State Plane Coordinate System, South Zone
Horizontal Datum: NAD83-2011

Walworth County Information Technology Department
Land Information Division
1800 County Trunk NN
Elkhorn, Wisconsin 53121-1001

DISCLAIMER: THE INFORMATION PROVIDED ON THIS MAP HAS BEEN PRODUCED AND PROCESSED FROM SOURCES BELIEVED TO BE RELIABLE. NO WARRANTY, EXPRESSED OR IMPLIED, IS MADE REGARDING ACCURACY, ADEQUACY, COMPLETENESS, LEGALITY, RELIABILITY OR USE. LIMITS OF THIS INFORMATION. THE INFORMATION CONTAINED HEREIN WILL NOT BE ACCEPTED AS AN OFFICIAL DOCUMENT.





From: [Tim Brovold](#)
To: [Brad Marquardt](#); [Riley Calouette](#)
Cc: [Becky Magestro](#)
Subject: RE: city owned property being used by neighbor
Date: Tuesday, June 3, 2025 11:08:15 AM
Attachments: [image001.png](#)
[City Whitewater Lot 3 CSM 318 Water Tower Survey.pdf](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Brad-

Based upon the attached survey and photos of the property, the neighbor is clearly on City land. Under Wis. Stat. sec. 893.29, updated in 2015 and became effective 2016, no title to or interest in real property belonging to a city may be obtained by adverse possession. (There are exceptions to this statute, but they do not appear to be applicable for this matter.) Therefore, there is no need to file an affidavit of interruption. (And Aff of Int is a recorded document that states we know about the potential adverse possession claim and this resets the 20 year time.)

An option would be to send a cease-and-desist letter to the neighbor and tell them to remove items from city owned property and that they cannot use in this manner.

A second option would be to negotiate an agreement with neighbor that they can use property but assume all liability. If the city wants to pursue this option, we will need a much more detailed response.

You could continue as is but you are aware of the encroachment and the city may now be liable.



Tim Brovold
Senior Associate Attorney
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[Make A Payment](#)

Brodhead | Cuba City | Darlington | Dodgeville | Fort Atkinson | Jefferson | Marshall | Shullsburg | Stoughton | Waunakee

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*One of our areas of practice is debt collection. As a debt collector any information obtained will be used for that purpose.

From: Brad Marquardt <BMarquardt@whitewater-wi.gov>
Sent: Wednesday, May 28, 2025 2:05 PM
To: City of Whitewater <cityofwhitewater@russelllawwi.com>
Cc: Becky Magestro <bmagestro@whitewater-wi.gov>
Subject: city owned property being used by neighbor

Tim,

There is no rush on this. It was brought to my attention today by Llana who was going through property files that the property owner at 418 Cravath Street has encroached onto city property as shown on the attached map. The parcel outlined in red is city owned and adjacent to the water tower. Based on aerial photography this took place between 2015 and 2020. Based on GIS records, the property at 418 switched owners in 2018. The screenshot from 2024 Google Maps shows the retaining wall garden and the trampoline.

There is nothing in the file about granting permission. I personally don't care if they use the area. They are cutting the grass and keeping it maintained. But was thinking there should be some sort of documentation that reaffirms this is city land and that they cannot at some point try and claim it.

Just want your thoughts on this at some point.

Thank you.

Brad Marquardt, P.E.
Public Works Director
City of Whitewater
312 W Whitewater St
Whitewater, WI 53190
262-473-0139

LAND-MARK SURVEYING
Mark L. Miritz
Wisconsin Registered Land Surveyor S-2582

N9330 Knuteson Drive
Whitewater, WI 53190
Phone: (262) 495-3284
FAX : (262) 495-8421
LAND-MARKSURVEYING.COM

PLAT OF SURVEY

PARCEL "A" AND "B" AS FOUND IN VOL. 516, PAGE 375, DOCUMENT NO. 493658, WALWORTH COUNTY DEEDS

A part of the Southwest 1/4 of the Northeast 1/4 of Section 4, Town 4 North of Range 15 East bounded as follows: Commencing at the Northeast corner of a parcel of land known as Engebretsen's Land, which parcel is described in a warranty deed from George Dann and L. J. Dann, his wife, to Andrew Engebretsen recorded in Volume 63 of Deeds at page 253, Walworth County Records; thence South along the East line of said Engebretsen's land and H. W. Bentson's and Borrie Bentson's lands 4 chains to Borrie Bentson's Southeast corner; thence West along said B. Bentson's South line 13 links to the East line of the Church lot being 10 rods East of the said continuation of Wakely Street; thence South along the East line of said Church Lot 3 chains and 9 links to the North line of Cravath Street; thence East along the said North line of Cravath Street 84 feet to a point; thence North on a straight line parallel with the West line of Lot 2 in Block 5 of Dann's Addition to the point where that straight line intersects with the Northeast line of real estate described as "Parcels one and two" in a warranty deed running from Cecil W. Foulkes and wife to Charles Thayer recorded in Volume 515 of Deeds on page 413, Walworth County Records; thence Northwesterly along said Northeast line to the Northeast corner of said Engebretsen's land as identified above, that corner being the place of beginning.

Also a strip of land 4 rods wide across the West side of Lot 2 in Block 5 in Dann's Addition as numbered on the plat of said addition and recorded August 11, 1862 in the Register's Office of said Walworth County in Vol. 2 of Village plats on page 64.

More particularly described as Parcel "A" and Parcel "B" as follows:

Parcel "A"
Lot 2 and part of Lot 3, Block 5 of Dann's Addition and part of the Southwest 1/4 of the Northeast 1/4 of Section 4, Town 4 North, Range 15 East, City of Whitewater, Walworth County, Wisconsin described as follows: Commencing at the Northeast corner of a parcel of land known as Engebretsen's Land, which parcel is described in a warranty deed from George Dann and L. J. Dann, his wife, to Andrew Engebretsen recorded in Volume 63 of Deeds at page 253, Walworth County Records; Thence S 3°59'00" E along the East line of Engebretsen 3.75 feet to a set iron pipe and the point of beginning; Thence continue S 3°59'00" E along said East line and formerly the East line of H. W. Bentson's and Borrie Bentson's lands 280.25 feet to a found iron rod on the North line of Block 5, Dann's Addition; Thence S 84°43'21" W along said North line 72.60 feet to a set iron pipe at the Northwest corner of Lot 2, Block 5 of Dann's Addition; Thence S 03°59'00" E along the West line of said Lot 2, 184.93 feet to a set cut cross on the South line of Block 5 of Dann's Addition and the Northerly right-of-way line of Cravath Street; Thence N 84°43'21" E along the South line of said Block 5, 149.90 feet to a set iron pipe; Thence N 3°59'00" W 367.00 feet to a set iron pipe; Thence N 42°41'30" W 123.58 feet to the point of beginning, and containing 45,577 square feet or 1.0463 acre(s) of land, more or less.

Parcel "B"

A parcel of land located in part of the Southwest 1/4 of the Northeast 1/4 of Section 4, Town 4 North, Range 15 East, City of Whitewater, Walworth County, Wisconsin described as follows: Commencing at the Northwest corner of Lot 2 of Block 5, Dann's Addition; Thence N 84°43'21" E along the North line of said Lot 2, 64.02 feet to the Point of Beginning; Thence continue N 84°43'21" E 8.58 feet to a found iron rod; Thence N 03°59'00" W 20.00 feet to the Southeast corner of land formerly owned by Borrie Bentson; Thence S 84°43'21" W along the South line of said Bentson 8.58 feet; Thence S 03°59'00" E 20.00 feet to the Point of Beginning, and containing 172 square feet or 0.0039 acre(s) of land, more or less.

LOTLINE AGREEMENT LEGAL FOR PARCEL "C" - CITY OF WHITEWATER

Lot 1 of Certified Survey Map No. 318 located in Southwest 1/4 of the Northeast 1/4 of Section 4, Town 4 North, Range 15 East, City of Whitewater, Walworth County, Wisconsin
Also, a part of Lot 3, Block 5 of Dann's Addition and a parcel of land all located in part of the Southwest 1/4 of the Northeast 1/4 of Section 4, Town 4 North, Range 15 East, City of Whitewater, Walworth County, Wisconsin described as follows: Commencing at the Southwest corner of said Lot 1 of Certified Survey Map No. 318; Thence N 07°19'17" E along the West line of Certified Survey Map No. 318, 33.03 feet to the intersection of the Northerly right-of-way line of Cravath Street and the Point of Beginning; Thence S 84°43'21" W along said right-of-way 54.81 feet to a set iron pipe; Thence N 03°59'00" W 367.00 feet to a set iron pipe; Thence S 42°41'30" E 57.72 feet to a set iron pipe at the North corner of said Certified Survey Map; Thence S 07°19'17" E along the West line of Certified Survey Map No. 318, 321.28 feet to the Point of Beginning, and containing 40,106 square feet or 0.9207 acre(s) of land, more or less.

SURVEYOR'S NOTES:

THE PURPOSE OF THIS SURVEY IS TO CLEARIFY THE BOUNDARIES OF THREE PARCELS. THE CHAIN OF LEGAL DESCRIPTIONS ARE AMBIGUOUS AND SOME PARCELS WERE SOLD TWICE BY THE SAME PERSON. THE WIDTH OF WAKELY STREET WAS PLATTED AS 33 FEET WIDE IN THE SUBDIVISION DANN'S ADDITION PLATTED IN 1862 BY GEORGE DANN. SUBSEQUENTLY, GEORGE DANN, SOLD 3 LOTS TO THE NORTH OF BLOCK 2 OF DANN'S ADDITION ON THE EAST SIDE OF WAKELY STREET. THE THIRD LOT WAS SOLD TO ENGBRETSEN 1879. THE THREE LOTS MOVED THE EASTERLY RIGHT-OF-WAY 27 FEET TO THE EAST TO MAKE THE RIGHT-OF-WAY 60 FEET WIDE. WITHOUT SURVEYS OF THE THREE PARCELS, THE NEW RIGHT-OF-WAY OF 60 FEET CREATED BY GEORGE DANN WAS OVERLOOKED BY PEOPLE WRITING LEGAL DESCRIPTIONS FARTHER EAST AND BY STRITZEL SUBDIVISION WHICH EXPANDED THE RIGHT-OF-WAY 27 FEET TO THE WEST. PARCEL "C" IS ONE OF THE OVERLAPS OF LEGAL DESCRIPTIONS. THE INTENT IS FOR ARNOLD TO QUIT CLAIM TO GLEN A. EDWARDS AND MAUREEN EDWARDS, OWNERS OF CURRENT TAX KEY NO. /WUP00021 AND /WUP00022A. THE CITY OF WHITEWATER AND ARNOLD WILL HAVE TO EXCHANGE QUIT CLAIM DEEDS TO FINALIZE THE PROCESS.

LEGEND

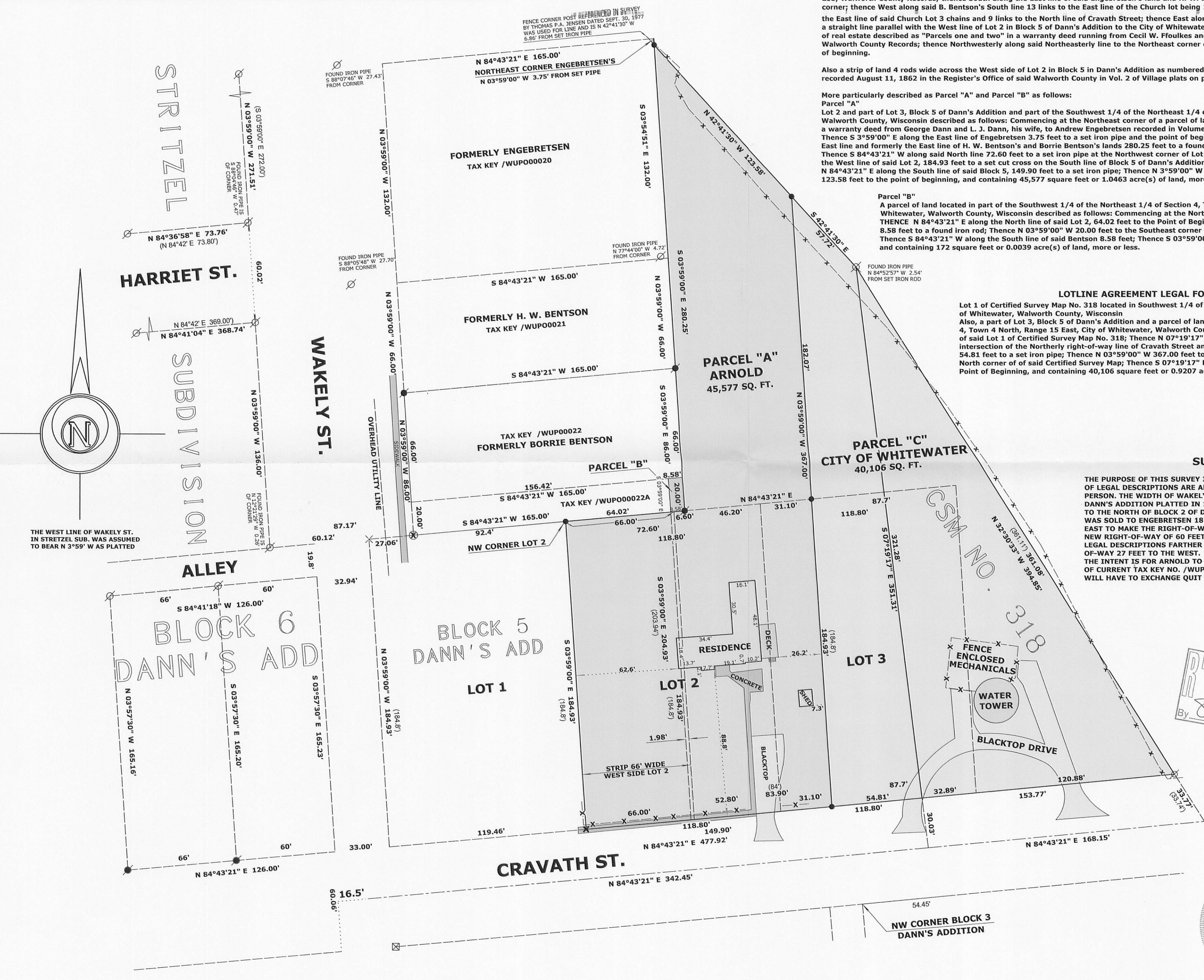
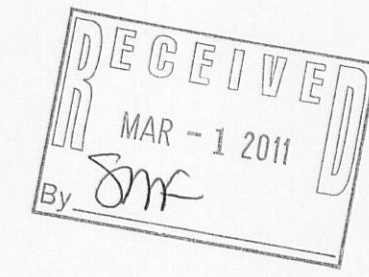
- SET IRON ROD, 18" LONG, WEIGHING 1.5 LBS./LINEAL FT., 3/4" DIA.
- CUT CROSS IN CONCRETE
- FOUND IRON PIPE
- FOUND P.K. NAIL
- FOUND CHISEL CUT IN CONCRETE
- SET P.K. NAIL
- FOUND 60 PENNY NAIL
- SET IRON PIPE, 18" LONG, WEIGHING 1.5 LBS./LINEAL FT., 1 1/4" DIA.
- (x x) RECORDED AS DIMENSION
- EXISTING FENCE

SCALE: 1 INCH = 40 FEET

"I hereby certify that the above described property has been surveyed by me or under my direction and that the above map is a true representation thereof and shows the size and location of the property, its exterior boundaries, the location of all visible structures and dimensions of all principal buildings thereon, boundary fences, apparent easements, roadways and visible encroachments, if any."
This survey is made for the use of the present owners of the property, and also those who purchase, mortgage, or guarantee the title thereto within one year from date hereof.

Mark L. Miritz
MARK L. MIRITZ
S-2582
WISCONSIN REGISTERED
LAND SURVEYOR S-2582

DATE: FEB. 10, 2011 JOB NO. 10-907
REVISED FEB. 26, 2011 TO CHANGE LEGEND



1DA-28 1DA-28A 1WUP-23 1WUP-24A 1A318-1

010-905



Public Works Agenda Item

Meeting Date:	July 8, 2025
Agenda Item:	Walworth-Prince Intersection
Staff Contact (name, email, phone):	Brad Marquardt, bmarguardt@whitewater-wi.gov , 262-473-0139

BACKGROUND

(Enter the who, what when, where, why)

At the May 20, 2025 Council meeting, the placement of stop signs on Walworth Avenue at Prince Street was denied. Council asked for this item to be brought to the Public Works Committee for discussion on other possible alternatives. According to the Police accident report, 10 of the 15 accidents were due to vehicles pulling out from Prince Street from the stop sign. Attached are views from the southbound and northbound approaches. Alternatives could range from additional signage to a round-a-bout.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

At the May 20, 2025 Council meeting the ordinance to place stop signs on Walworth Avenue at Prince Street died for a lack of a second.

FINANCIAL IMPACT

(If none, state N/A)

The financial impact is unknown at this time.

STAFF RECOMMENDATION

There are “Cross Traffic Does Not Stop” signs located on the stop signs on each approach. However, once stopped, motorists do not see these signs. Staff would recommend to add additional “Cross Traffic Does Not Stop” signs across the street.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Walworth-Prince Police Report
2. Northbound Views
3. Southbound Views

DATE/TIME	LOCATION	CASE #	TYPE	CITATION(s) ISSUED?	Cause of Accident?	DOB OF CITED
5/15/13 15:10	W Walworth Ave / S Prince St	NX914VD	PDO	Yes	Fail to Yield Right of Way from Stop Sign	1993
2/17/15 15:50	S Prince St / W Walworth Ave	NX93CMC	PDO	Yes	Fail to Yield Right of Way from Stop Sign	1996
9/25/15 15:47	S Prince St / W Walworth Ave	NX92MDK	Injury	Yes	Inattentive Driving	1997
9/25/15 15:46	W Walworth Ave / S Prince St	NX91W6B	PDO	Yes	Fail to Yield Right of Way from Stop Sign	1998
10/5/15 13:58	S Prince St / W Walworth Ave	NX91W6F	Injury	Yes	Fail to Yield Right of Way from Stop Sign	1997
8/20/17 14:59	W Walworth Ave / S Prince St	G4L03LM7RG	Injury	Yes	Fail to Yield Right of Way from Stop Sign	1965
7/16/20 10:25	W Walworth Ave / S Prince St	G4L02CL41C/G4L00TWRQC	PDO	Yes	Fail to Yield Right of Way from Stop Sign	1969
11/23/20 10:19	S Prince St / W Walworth Ave	G4L02BC3DF	PDO	Yes	Fail to Yield Right of Way from Stop Sign	1984
2/4/22 19:15	W Walworth Ave / S Prince St	G4L00TWRDB	PDO	Yes	Fail to Yield Right of Way from Stop Sign	2002
3/14/23 16:53	S Prince St / W Walworth Ave	G4L010TWZ7	PDO	Yes	Fail to Yield Right of Way from Stop Sign	2003
5/20/23 9:00	W Walworth Ave / S Prince St	G4L013B04J	PDO	Yes	Fail to Stop at Stop Sign/Inattentive Driving	1986
11/27/23 13:24	W Walworth Ave/ S Prince St	G4L19B7D6W	PDO	Yes	Inattentive Driving	1983
12/14/24 11:49	W Walworth Ave/ S Prince St	G4L02942BC	PDO	Yes	Fail to Stop at Stop Sign	2001
2/14/25 17:59	W Walworth Ave/ S Prince St	G4L01CZ7VL	PDO	Yes	Driving Too Fast for Conditions	2003
4/11/25 7:48	W Walworth Ave/ S Prince St	G4L2L9CGFC	Injurt	Yes	Fail to Yield Right of Way from Stop Sign	1972

Northbound East View

Item 3.



Northbound North View



Northbound West View

Item 3.



Southbound East View



Southbound South View

Item 3.



Southbound West View





Public Works Agenda Item

Meeting Date:	July 8, 2025
Agenda Item:	Netwurx Agreement
Staff Contact (name, email, phone):	Brad Marquardt, bmarguardt@whitewater-wi.gov , 262-473-0139

BACKGROUND

(Enter the who, what when, where, why)

Councilperson Hicks asked for the review of the Netwurx Water Tower Space/Lease Agreement to be on the agenda. When the Agreement was presented, Netwurx asked for a reduced lease payment due to the thought they would have to install the electric and pave the access road since Verizon had not signed their Agreement yet. Verizon eventually signed their Agreement and started work in May of this year with their installation. Netwurx has not started construction as of yet.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

The Public Works Committee and Council approved the Netwurx Agreement in June 2024.

FINANCIAL IMPACT

(If none, state N/A)

The rent started at \$7,000/year with a 4% escalator per year. The Agreement is for five years.

STAFF RECOMMENDATION

Staff has no recommendation at this time.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Water Tower Space-Lease Agreement
2. Netwurx letter to the Public Works Committee

WATER TOWER SPACE / LEASE AGREEMENT
(final 6/18/2024)

Item 4.

THIS AGREEMENT leasing space on a water tower ("this Lease") is between the City of Whitewater, (CITY) a municipal corporation, and NETWURX, LLC, (COMPANY).

In consideration of the terms and covenants of this Agreement, and for other good and valuable consideration, the parties agree as follows:

1. Leased Property. Subject to the terms and conditions of this Lease, the City of Whitewater (CITY) leases to Netwurx , LLC, (COMPANY) and COMPANY leases from CITY a certain portion of the space on the water tower located on real property owned by CITY, which property is located in Walworth County, Wisconsin, and legally described in Exhibit "B" (the "Property") which Property is subject to all existing easements, covenants, conditions, and restriction of record, if any. Legal description of the Property is included in Exhibit "B." CITY leases to COMPANY and COMPANY leases from CITY certain space on CITY's water tower (the "Tower") located on the Property, which location and orientation of space is more particularly described in Exhibit "A" attached hereto. The actual location of the leased premises on the Tower is depicted by drawings shown in Exhibit A attached hereto.
2. Term. The initial term of this Lease shall be five (5) years, commencing upon the date this document is executed by CITY and COMPANY ("Commencement Date"). If COMPANY fails to begin installation and use of the Tower within 60 days of execution, this lease will lapse unless rent payments as set out below are made. If COMPANY has failed to install its equipment upon the site described in this Lease within 12 months of execution, even though all rent payments have been made, CITY may choose to terminate this Lease with 60 days' notice. If termination is chosen, CITY will inform COMPANY in writing.
3. Rent.
 - a. This Agreement shall be for a term of five (5) years, subject to other provisions of this document, commencing on the date this lease is fully executed. Rent shall be paid in equal annual installments, on the same day of the year as the Commencement Date, each year, in advance, to the CITY, or to such other person, firm, or place as CITY may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date.
 - b. The rent for this Lease shall be \$7000.00 per year. Increasing by 4% each year.
 - c. If this Lease is terminated at a time other than on the last day of a lease term, rent shall be prorated as of the date the water tower and premises are restored to their condition on the commencement date of this Lease, normal wear and tear excepted and, in the event of termination for any reason other than nonpayment of Rent, all prepaid Rents prorated after said date shall be refunded to COMPANY. In the event of termination for any other reason than nonpayment of rent, the prorated rent to be returned to COMPANY are subject to deductions of costs incurred by CITY if COMPANY fails to remove equipment within ninety (90) days of notice of termination.
4. Use. COMPANY may use the leased premises for the installation, operation, and maintenance of facilities for the transmission and reception of radio communication signals in such frequencies as may be assigned to COMPANY by the Federal Communications Commission ("FCC") and for the operation of related equipment in accordance with the provisions of this Lease. COMPANY shall use the leased premises in compliance with all federal, state, local laws and regulations. If for any reason Company's use of the leased premises fails to comply with any federal, state or local law and COMPANY fails to bring its use within compliance within thirty days of written notice of such noncompliance, this Lease shall be terminated as provided herein, unless sooner authorized by such law. CITY agrees to reasonably cooperate with COMPANY in obtaining, at COMPANY'S expense, all licenses and permits required for COMPANY'S use of the leased premises.
5. Installation of Improvements. Access. Utilities.
 - a. COMPANY shall have the right, at its sole cost and expense, to install, operate and maintain the facilities on the leased portions of the Tower described in Exhibit "A" attached hereto, which facilities include radio transmitting and receiving antennas (the "Antenna Facilities"). COMPANY's installation of all such equipment, personal property, and facilities shall be done according to plans approved by CITY, and no equipment or property shall be subsequently relocated without CITY's approval which approvals shall not be unreasonably withheld or delayed. The Antenna

Facilities shall remain the exclusive property of COMPANY, subject to the provisions of Paragraph 7 of this Lease. Tenant shall pay Landlord for all reasonable costs and fees not to exceed \$7,500 incurred by the Landlord for attorneys, engineers, and consultants to review this Lease and any plan drawings, structural analysis reports, mount analysis reports, or other documents associated with Tenant's proposed use of the Premises, and for consultant observation of Tenant's installation, upgrade, repair or maintenance work.

- b. COMPANY may update or replace the Antenna facilities from time to time with the prior written approval of CITY, provided that the replacement facilities are not greater in number or size than the existing facilities and provided that their location on the leased portions of the tower is satisfactory to CITY. COMPANY shall submit to CITY a proposal for any such replacement facilities, and for any supplemental materials as may be reasonably requested for CITY's evaluation and approval, which approval shall not be unreasonably withheld or delayed. All costs for required structural studies will be paid by COMPANY within 30 days of receipt of a detailed invoice.
- c. COMPANY shall have the right, at its sole cost and expense, to install, operate and maintain on the leased portions of the Tower the improvements described in Exhibit "A" attached hereto. All such improvements shall be constructed in accordance with CITY's specifications and according to a plan approved by CITY. The Equipment shall remain the exclusive property of COMPANY, subject to the provisions of Paragraph 7 of this Lease. No equipment shall be stored on the Property.
- d. At all times during this Lease, CITY hereby grants to COMPANY a nonexclusive easement for ingress egress, and access over the Property which gives COMPANY access to the base of the water tower at no additional charge to COMPANY.
- e. COMPANY, at all times during this Lease, shall have access to the Property in order to install, operate and maintain its transmission facilities. COMPANY shall have access to the Tower only with the approval of CITY and in the presence of an employee of CITY. COMPANY shall request access to the Tower twenty-four hours in advance and CITY's approval thereof shall not be unreasonably withheld or delayed.
- f. COMPANY shall separately meter charges for the consumption of electricity and any other utilities associated with its use of the Property and shall pay all costs associated therewith. All utilities will be buried.
- g. COMPANY shall provide CITY with "as built" drawings of the equipment installed on the water tower which show the actual location of all equipment. Such drawings shall be accompanied by a complete and detailed inventory of all equipment, personal property, and Antenna Facilities actually placed on the Tower.
- h. COMPANY shall have sole responsibility for the maintenance, repair, and security of its equipment, personal property, Antenna Facilities, and any other leasehold improvements, and shall keep the same in good repair and condition during the Lease term.
- i. COMPANY will adhere to all OSHA safety requirements.
- j. COMPANY shall place no advertising on the site or on any structure on the site.
- k. All antennae panels will be painted to match the water tower.
- l. Any additional costs for servicing or maintaining the tower that are due to the presence of the COMPANY's equipment, will be the responsibility of COMPANY.
- m. Equipment belonging to COMPANY will comply with the Noise Ordinance of the CITY.
- n. CITY will notify COMPANY at least forty-five (45) days in advance of the date when the water tower is scheduled to be painted, repaired, rebuilt or scheduled for general maintenance. The parties will cooperate to determine which of the following two options will be used to address the impact of the Antenna Facility on the cost of painting or repairing the water tower: 1) Shortly before the painting date, COMPANY will place a temporary antenna array on a crane parked near the site. COMPANY will then remove the antennas from the water tower and the painting will proceed as it normally does. Once the painting or repair is finished, COMPANY will then re-attach the antennas where they were and will have them painted to match the newly repaired/painted water tower. All costs incurred in removing the antenna, placement of a temporary antenna array, reattaching and painting the antennas shall be the sole responsibility of COMPANY. 2) The contractor will bid on the cost of painting/repairing the tower without the Antenna Facility. The contractor will then bid on the cost of painting/repairing the tower with COMPANY antennas left in place. The contractor will then proceed to paint/repair the tower with COMPANY'S antennas left in place. COMPANY will reimburse CITY for the difference between the two bids.

6. Reasonable Approval Both parties shall not unreasonably withhold or delay approvals required under this lease.

7. Interference.

- a. COMPANY's installation, operation, and use of its transmission facilities under this Lease shall not damage or interfere in any way with CITY's water tower operations or related repair and maintenance activities. CITY, at all times during this Lease, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter, or improve the leased premises and to temporarily interfere with COMPANY'S equipment as may be necessary in order to carry out any of such activities. CITY agrees to give reasonable advance notice of such activities to COMPANY and to reasonably cooperate with COMPANY to carry out such activities with a minimum amount of interference with COMPANY's transmission operations.
- b. COMPANY shall operate its telecommunication facility in a manner that will not cause radio frequency interference to any and all of the City's current and future communications equipment. COMPANY shall operate its telecommunications facility in a manner that will not cause radio frequency interference to the operations of other subtenants, lessees, and/or licensees' operations which predate installation of COMPANY'S telecommunications facilities under this lease.
- c. This lease is made with the knowledge of both parties that there no other tenants on the water tower at this time , *however both parties acknowledge that Verizon is also working with the City to become a tenant.*
- d. In the event that COMPANY'S transmission operations interfere with any type of electronic reception or transmission of any other parties in the surrounding area, COMPANY agrees to use its reasonable best efforts to remedy such interference in accordance with applicable regulations and standards of the FCC and any other governing body. COMPANY warrants that it shall maintain all of its Antenna Facilities in full compliance with all applicable regulations of the FCC and other governing bodies. COMPANY will be responsible for correcting any intermod problems with other users of the property, should they occur due to the equipment installed and operated by COMPANY. In the event the interference cannot be eliminated, CITY may immediately terminate this agreement, whereafter COMPANY shall immediately remove all of its personal property and fixtures which interfere with City's use of the premises and remove all remaining personal property and fixtures in accordance with-paragraph 8.

8. Termination.

- a. Section 8a was removed intentionally.
- b. Except as otherwise provided herein, this Lease may be terminated by one party upon thirty (30) days written notice to the other party as follows:
 - 1) By either party, upon a default of any covenant or term hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of default to the other party;
 - 2) By COMPANY, if it is unable to obtain or maintain any license, permit, or other governmental approval necessary for the construction and/or operation of the transmission facilities or COMPANY business;
 - 3) By CITY, if it determines in its sole discretion and for any reason, that the tower is structurally unsound for use as a water tower, including but not limited to consideration of age of the structure, damage or destruction of all or part of the water tower or the Property from any source, or factors relating to condition of the Property; or
 - 4) By CITY, if COMPANY'S use of the Property becomes illegal under any federal, state or local law, rule or regulation.
- c. Upon termination of this Lease for any reason, COMPANY shall remove all of its equipment, personal property, Antenna Facilities, and leasehold improvements from the water tower and the Property within ninety (90) days after the date of termination, and shall restore the water tower and the Property to the condition it was in on the Commencement Date of the term of this Lease ordinary wear and tear excepted, all at COMPANY's sole cost and expense. Any such property which is not removed by end of said ninety (90) day period shall become the property of CITY, and COMPANY shall be responsible for the cost of removal of the equipment.
- d. In the event this agreement is terminated by CITY any prepaid rents prorated from the date the water tower and property are reasonably restored to their condition on the commencement date of this Lease will be refunded to COMPANY. In the event of termination for any other reason than nonpayment of rent, the prorated rent to be returned to COMPANY are subject to deductions of

costs incurred by CITY if COMPANY fails to remove equipment within 60 days of notice termination. Item 4.

9. Insurance.

- a. COMPANY shall provide Comprehensive General Liability insurance coverage, including premises/operations coverage, independent contractor's liability, completed operations coverage, contractual liability coverage, and CITY will be held harmless for acts of outside vendors in a combined single limit of not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence, and One Million Dollars (\$1,000,000.00) aggregate, and name CITY as an additional insured on such policy or policies. COMPANY may satisfy this requirement by an endorsement to its underlying insurance or umbrella liability policy.
- b. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard "All Risk" insurance policy, and, in the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.
- c. COMPANY shall provide to CITY, prior to Commencement Date of the Lease Term, evidence of the required insurance in the form of a certificate of insurance issued by an insurance company licensed to do business in the State of Wisconsin, which includes all coverage required above and contains evidence of the waiver of subrogation contained above. Said certificate shall also provide that the coverage may not be concealed, nonrenewable, or materially changed without thirty (30) days prior written notice to CITY.

10. In the event that it is established that COMPANY'S operation of the wireless facility is determined to be medically related to a health problem, CITY must notify COMPANY of the related issues. In the event that COMPANY causes, permits or allows such activities determined to be medically related to a health problem to continue, CITY shall have the right to immediately terminate this Lease if COMPANY fails to discontinue or remedy the operation within 60 days of written notice of any such relationship.

11. Damage or Destruction of Property. If the Property, water tower, or Antenna Facilities are destroyed or damaged so as, in COMPANY'S judgment to render the site unusable as an Antenna Facility, COMPANY may elect to terminate this Lease upon thirty (30) days written notice to CITY. In the event COMPANY elects to terminate the Lease, COMPANY shall be entitled to reimbursement of any prepaid rent prorated prior to the date of termination.

12. Condemnation. In the event the whole of the Property is taken by eminent domain, this Lease shall terminate as of the date title to the Property vests in the condemning authority. In the event a portion of the Property is taken by eminent domain, either party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days written notice to the other party. In the event of any taking under the power of eminent domain, COMPANY shall not be entitled to any portion of the award paid for the taking and CITY shall receive the full amount of such award, COMPANY hereby expressly waiving any right or claim to any portion thereof. Although all damages, whether awarded as compensation for diminution in value of the leasehold or the fee of the Property, shall belong to CITY, COMPANY shall have the right to claim and recover from the condemning authority, but not from CITY, such compensation as may be separately awarded or recoverable by COMPANY on account of any and all damage to COMPANY's business by reason of the taking and for or on account of any cost or loss to which COMPANY might have in removing and relocating its equipment, personal property, and Antenna Facilities. CITY will refund any prepaid rents prorated as of the date the Property is taken by the Condemning Authority.

13. Indemnification. Except for the negligent acts or willful misconduct of CITY's agents or employees, COMPANY agrees to indemnify, defend, and hold harmless CITY and its elected officials, officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, which may be asserted against or incurred by CITY or for which CITY may be held liable, which arise from the negligence, willful misconduct, or other fault of COMPANY or its employees, agents, or subcontractors in the performance of this Lease or from the installation, operation, use, maintenance, repair, removal, or presence of COMPANY's transmission facilities on the water tower, including but not limited to electrical interference or health problems caused by COMPANY's transmission operations, and specifically including the representations and warranties of Paragraph 15(b) of this lease.

14. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested to the following addresses:

[DOCUMENT TITLE] PAGE 4 OF 6

If to City, to:

John Weidl
City Manager
312 West Whitewater Street
P. O. Box 178
Whitewater, WI 53190

If to COMPANY, to:

Netwurx Internet
P. O. Box 245
North Lake, WI 53064

15. Representations and Warranties.

- a. CITY warrants that (1) it has full right, power, and authority to execute this Lease; and (2) to the best of its knowledge, it has good and unencumbered title to the Property free and clear of any liens or mortgages, except as may be disclosed by review of title.
- b. CITY warrants that It has no knowledge of any substance, chemical, or waste (collectively, "Substance") on the site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation.
- c. COMPANY represents and warrants that its storage and use of any Substance on the Property will comply with applicable federal, state or local law or regulation and that it will store and use said Substance on the property only if necessary for its transmission operations. COMPANY agrees to indemnify and hold harmless CITY from and against any and all liability, loss, cost, damage, and expense, including reasonable attorneys' fees relating from or due to the release, threatened release, storage or discovery of any of the above named materials that are part of COMPANY equipment, personal property, Antenna Facilities, or any component parts or by-products thereof in violation of applicable law.
- d. COMPANY, at its own cost, has the right to obtain a title commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of COMPANY, such title commitment shows any defects of title or any liens or encumbrances which may adversely affect COMPANY use of the Property, COMPANY shall have the right to cancel this Lease immediately upon written notice to CITY.

16. Assignment. COMPANY may not assign or sublet this Lease without the prior written consent of CITY except to any entity which controls, is controlled by, or is under the common control with COMPANY, or to any entity resulting from any merger or consolidation with COMPANY, or to any partner of COMPANY, or to any partnership in which COMPANY is a general partner, or to any person or entity which acquires all of the assets of COMPANY as a going concern, or to any entity which obtains a security interest in a substantial portion of COMPANY's assets, provided that COMPANY continues to indemnify and hold CITY harmless in accordance with Paragraph 13 above.

17. Successors and Assigns. This Lease shall run with the Property described in Exhibit "B." This Lease shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, and assigns.

18. Miscellaneous.

- a. This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.
- b. This Lease shall be construed in accordance with the laws of the State of Wisconsin.
- c. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.
- d. This Lease is subject to all zoning approvals and building permits.
- e. This Lease shall not be construed based upon the party or its representative who drafted this Agreement or parts thereof.

END OF TERMS

THE UNDERSIGNED LESSOR HEREBY AGREES TO LEASE THE ABOVE-MENTIONED
PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN.
John Weid
CITY MANAGER

JUN 26 2024

Signature _____
"Landlord" {printname}
Jweid@whitewater-wi.gov

Signature _____
Netwurx - David Roller

Signature _____
"Landlord" {printname}



Dear Public Works Committee members:

Netwurx Internet would like to lease space on the water tank located on the water tower at 797 Indian Mound Parkway. Netwurx has been in business since 1997. Our focus has been to make broadband internet available to rural southeastern Wisconsin. At this time we have over 80 access locations and 12 of those are on water tanks. We are very excited with the possibility of adding the water tank at 797 Indian Mound parkway to our network. We are requesting a lower annual rent payment than you get for similar use on the water tank located on E Carvath St and I would like to explain.

We are the first tenants on the Indian Mound water tank and as such there are extra requirements to building out this site that future tenants will not have the same financial burden.

- the construction of a roughly 200' paved access road
- electrical service to be installed to the area of the property for cellular carriers.

Typically an antenna facility intended for multiple tenants already has an access drive and a h-frame where electrical meters are located and electrical service can be connected relatively close to the leased ground space. We will have considerable expenses associated with being the first to this location.

Our proposed rental payment is also based on the number of potential clients we will be able to service from this location. The potential client base available from the Carvath St tank is substantially higher than that of your tank on Indian Mound Parkway. We also ask that you consider that our proposed rental payment is much higher than the amount paid to the city for use of the Carvath St tank when that agreement was new, creating a steeper path to reaching a return on our investment.

Thank you for your time and consideration in this matter.

Sincerely,
David Roller
Netwurx Internet
dave@corp.netwurx.net
(414) 831-3475



Public Works Agenda Item

Meeting Date:	July 8, 2025
Agenda Item:	Edge Broadband
Staff Contact (name, email, phone):	Brad Marquardt, bmarguardt@whitewater-wi.gov , 262-473-0139

BACKGROUND

(Enter the who, what when, where, why)

Edge Broadband (Whitewater Wideband) has existing internet antennae facilities on the Cravath Water Tower. Their last Lease Agreement expired June 1, 2025. They have requested a renewal for an additional 3 years.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

City Council approved a Space Lease Agreement in June, 2015 and in June, 2020.

FINANCIAL IMPACT

(If none, state N/A)

Payment for the last year on the expiring Agreement was for \$8,346.77. The yearly Rent Payment in the previous Agreement was increased at a 3% rate. Edge Broadband is asking for the Rent Payment to be fixed at \$8,600 for the term of the new Agreement. If a 3% escalation rate was applied as in previous Agreements, the Rent Payments would be \$8,600 for Year 1, \$8,858.00 for Year 2 and \$9,123.74 for Year 3.

STAFF RECOMMENDATION

Staff would recommend a 3% escalation factor be applied to Year 2 and 3 of the Agreement as has been in past Agreements. Otherwise, Staff has no concerns with approving a new Agreement with Edge Broadband.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Renewal Request
2. First Amendment to Space Lease Agreement
3. 2020 Space Lease Agreement



June 18, 2025

Brad Marquardt
City of Whitewater

Re: Whitewater Tower Space Lease Agreement Renewal

To whom it may concern:

I respectfully request the renewal of the existing lease agreement between the City of Whitewater and Edge Broadband, most recently dated May 15, 2020, for an additional term of three (3) years. Rent for the lease shall be \$8,600 per year.

Brian Madl

A handwritten signature in black ink that reads "Brian Madl".

President
Edge Broadband

FIRST AMENDMENT TO SPACE/LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (“Amendment”) is made and entered into on _____, 202__ (“Effective Date”), by and between City of Whitewater (“Owner”), and Whitewater Wideband, LLC, d.b.a. Edge Broadband (“Tenant”).

Recitals

The parties hereto recite, declare and agree as follows:

A. Owner and Tenant entered into a Space/Lease Agreement (the “Agreement”), dated May 15, 2020, regarding real property located at 502 East Cravath Street, Whitewater, WI 53190 (the “Premises”).

B. Owner and Tenant desire to enter into this Amendment in order to modify and amend certain provisions of the Agreement.

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

1. Renewal Terms. Upon the Effective Date of this Amendment Tenant shall have the right to renew the Agreement for two (2) additional years. Each Renewal shall renew automatically unless Tenant provides at least thirty (30) days prior written notice before the expiration of the then current year that Tenant does not wish to exercise such Renewal Term.

3. Terms; Conflicts. The terms and conditions of the Agreement are incorporated herein by this reference, and capitalized terms used in this Amendment shall have the same meanings such terms are given in the Agreement. Except as specifically set forth herein, this Amendment shall in no way modify, alter, or amend the remaining terms of the Agreement, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Agreement and this Amendment, the terms and conditions of this Amendment will govern and control.

4. Rent. Rent shall be paid in equal annual installments, on the same day of the year as the Commencement Date (June 1), each year, in advance, to the CITY, or to such other person, firm, or place as CITY may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date.

The rent for this Lease shall be as follows:

1 st year (June 1, 2025)	\$8,600.00
2 nd year (June 1, 2026)	\$8,600.00
3 rd year (June 1, 2027)	\$8,600.00

5. Approvals. Owner represents and warrants to Tenant that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Amendment, or if any such third-party consent or approval is required, Owner has obtained any and all such consents or approvals.

6. Authorization. The persons who have executed this Amendment represent and warrant that they are duly authorized to execute this Amendment in their individual or representative capacity as indicated.

7. Signatures. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Amendment shall legally bind the parties to the same extent as original documents.

IN WITNESS WHEREOF, the parties have executed this Amendment on the day and year first written above.

Owner:

City of Whitewater

Tenant:

Whitewater Wideband, LLC

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

WATER TOWER SPACE/LEASE AGREEMENT

THIS AGREEMENT leasing space on a water tower ("this Lease") is between the City of Whitewater (CITY), a municipal corporation, and WHITEWATER WIDEBAND, LLC, (COMPANY).

In consideration of the terms and covenants of this Agreement, and for other good and valuable consideration, the parties agree as follows:

1. Leased Property

Subject to the terms and conditions of this Lease, the City of Whitewater (CITY) leases to WHITEWATER WIDEBAND, LLC, (COMPANY) and COMPANY leases from CITY a certain portion of the space on the water tower located on real property owned by CITY, which property is located in Walworth County, Wisconsin, and legally described in Exhibit B (the "Property") which Property is subject to all existing easements, covenants, conditions, and restriction of record, if any. Legal description of the Property is included in Exhibit B. CITY leases to COMPANY and COMPANY leases from CITY certain space on CITY's water tower (the "Tower") located on the Property, which location and orientation of space is more particularly described in Exhibit A attached hereto. The actual location of the leased premises on the Tower is depicted by drawings shown in Exhibit A attached hereto.

2. Term

The term of this Lease shall be five (5) years, commencing upon the date this document is executed by CITY and COMPANY ("Commencement Date"). If COMPANY fails to begin installation and use of the Tower within 60 days of execution, this lease will lapse unless rent payments as set out below are made. If COMPANY has failed to install its equipment upon the site described in this Lease within 12 months of execution, even though all rent payments have been made, CITY may choose to terminate this Lease with 60 days' notice. If termination is chosen, CITY will inform COMPANY in writing.

3. Rent

This Agreement shall be for a term of five (5) years, subject to other provisions of this document, commencing on the date this lease is fully executed. Rent shall be paid in equal annual installments, on the same day of the year as the Commencement Date, each year, in advance, to the CITY, or to such other person, firm, or place as CITY may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date.

The rent for this Lease shall be as follows:

1 st year	\$7,416.00	2020
2 nd year	\$7,638.48	2021
3 rd year	\$7,867.63	2022
4 th year	\$8,103.66	2023
5 th year	\$8,346.77	2024

June 1

If this Lease is terminated at a time other than on the last day of a lease term, rent shall be prorated as of the date the water tower and premises are restored to their condition on the commencement date of

this Lease, normal wear and tear excepted and, in the event of termination for any reason other than nonpayment of Rent, all prepaid Rents prorated after said date shall be refunded to COMPANY. In the event of termination for any other reason than nonpayment of rent, the prorated rent to be returned to COMPANY is subject to deductions of costs incurred by CITY if COMPANY fails to remove equipment within ninety (90) days of notice of termination.

4. Use

COMPANY may use the leased premises for the installation, operation, and maintenance of facilities for the transmission and reception of radio communication signals in such frequencies as may be assigned to COMPANY by the Federal Communications Commission ("FCC") and for the operation of related equipment in accordance with the provisions of this Lease. COMPANY shall use the leased premises in compliance with all federal, state, local laws and regulations. If for any reason Company's use of the leased premises fails to comply with any federal, state or local law and COMPANY fails to bring its use within compliance within thirty days of written notice of such noncompliance, this Lease shall be terminated as provided herein, unless sooner authorized by such law. CITY agrees to reasonably cooperate with COMPANY in obtaining, at COMPANY'S expense, all licenses and permits required for COMPANY's use of the leased premises.

5. Installation of Improvements, Access and Utilities

COMPANY shall have the right, at its sole cost and expense, to install, operate and maintain the facilities on the leased portions of the Tower described in Exhibit A attached hereto, which facilities include radio transmitting and receiving antennas (the "Antenna Facilities"). COMPANY's installation of all such equipment, personal property, and facilities shall be done according to plans approved by CITY, and no equipment or property shall be subsequently relocated without CITY's approval which approvals shall not be unreasonably withheld or delayed. The Antenna Facilities shall remain the exclusive property of COMPANY, subject to the provisions of Paragraph 7 of this Lease. During the term of the lease the COMPANY shall provide the CITY (at no cost to the CITY, except electric power) with the equipment and services described on the attached Downtown Whitewater WIFI Proposal dated May 2015.

COMPANY may update or replace the Antenna facilities from time to time with the prior written approval of CITY, provided that the replacement facilities are not greater in number or size than the existing facilities and provided that their location on the leased portions of the tower is satisfactory to CITY. COMPANY shall submit to CITY a proposal for any such replacement facilities, and for any supplemental materials as may be reasonably requested for CITY's evaluation and approval, which approval shall not be unreasonably withheld or delayed. All costs for required structural studies will be paid by COMPANY within 30 days of receipt of a detailed invoice.

COMPANY shall have the right, at its sole cost and expense, to install, operate and maintain on the leased portions of the Tower the improvements described in Exhibit A attached hereto. All such improvements shall be constructed in accordance with CITY's specifications and according to a plan approved by CITY. The Equipment shall remain the exclusive property of COMPANY, subject to the provisions of Paragraph 7 of this Lease. No equipment shall be stored on the Property.

At all times during this Lease, CITY hereby grants to COMPANY a nonexclusive easement for ingress, egress, and access over the Property which gives COMPANY access to the base of the water tower at no additional charge to COMPANY.

COMPANY, at all times during this Lease, shall have access to the Property in order to install, operate and maintain its transmission facilities. COMPANY shall have access to the Tower only with the approval of CITY and in the presence of an employee of CITY. COMPANY shall request access to the Tower twenty-four hours in advance and CITY's approval thereof shall not be unreasonably withheld or delayed.

COMPANY shall separately meter charges for the consumption of electricity and any other utilities associated with its use of the Property and shall pay all costs associated therewith. All utilities will be buried.

COMPANY shall provide CITY with "as built" drawings of the equipment installed on the water tower which show the actual location of all equipment. Such drawings shall be accompanied by a complete and detailed inventory of all equipment, personal property, and Antenna Facilities actually placed on the Tower.

COMPANY shall have sole responsibility for the maintenance, repair, and security of its equipment, personal property, Antenna Facilities, and any other leasehold improvements, and shall keep the same in good repair and condition during the Lease term.

COMPANY will adhere to all OSHA safety requirements.

COMPANY shall place no advertising on the site or on any structure on the site.

All antennae panels will be painted to match the water tower.

Any additional costs for servicing or maintaining the tower that are due to the presence of the COMPANY's equipment, will be the responsibility of COMPANY.

Equipment belonging to COMPANY will comply with the Noise Ordinance of the CITY.

CITY will notify COMPANY at least forty-five (45) days in advance of the date when the water tower is scheduled to be painted, repaired, rebuilt or scheduled for general maintenance. The parties will cooperate to determine which of the following two options will be used to address the impact of the Antenna Facility on the cost of painting or repairing the water tower: 1) Shortly before the painting date, COMPANY will place a temporary antenna array on a crane parked near the site. COMPANY will then remove the antennas from the water tower and the painting will proceed as it normally does. Once the painting or repair is finished, COMPANY will then re-attach the antennas where they were and will have them painted to match the newly repaired/painted water tower. All costs incurred in removing the antenna, placement of a temporary antenna array, reattaching and painting the antennas shall be the sole responsibility of COMPANY. 2) The contractor will bid on the cost of painting/repairing the tower without the Antenna Facility. The contractor will then bid on the cost of painting/repairing the tower with COMPANY antennas left in place. The contractor will then proceed to paint/repair the tower with

COMPANY'S antennas left in place. COMPANY will reimburse CITY for the difference between the two bids.

6. Reasonable Approval

Both parties shall not unreasonably withhold or delay approvals required under this lease.

7. Interference

COMPANY's installation, operation, and use of its transmission facilities under this Lease shall not damage or interfere in any way with CITY's water tower operations or related repair and maintenance activities. CITY, at all times during this Lease, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter, or improve the leased premises and to temporarily interfere with COMPANY'S equipment as may be necessary in order to carry out any of such activities. CITY agrees to give reasonable advance notice of such activities to COMPANY and to reasonably cooperate with COMPANY to carry out such activities with a minimum amount of interference with COMPANY's transmission operations.

COMPANY shall operate its telecommunication facility in a manner that will not cause radio frequency interference to any and all of the City's current and future communications equipment. COMPANY shall operate its telecommunications facility in a manner that will not cause radio frequency interference to the operations of other subtenants, lessees, and/or licensees' operations which predate installation of COMPANY'S telecommunications facilities under this lease.

This lease is made with the knowledge of both parties that there is a current tenant on the water tower.

In the event that COMPANY'S transmission operations interfere with any type of electronic reception or transmission of any other parties in the surrounding area, COMPANY agrees to use its reasonable best efforts to remedy such interference in accordance with applicable regulations and standards of the FCC and any other governing body. COMPANY warrants that it shall maintain all of its Antenna Facilities in full compliance with all applicable regulations of the FCC and other governing bodies. COMPANY will be responsible for correcting any intermod problems with other users of the property, should they occur due to the equipment installed and operated by COMPANY. In the event the interference cannot be eliminated, CITY may immediately terminate this agreement, whereafter COMPANY shall immediately remove all of its personal property and fixtures which interfere with City's use of the premises and remove all remaining personal property and fixtures in accordance with paragraph 8.

8. Termination

Either party may terminate this Lease at any time with ninety (90) days written notice to the other party.

Except as otherwise provided herein, this Lease may be terminated by one party upon thirty (30) days written notice to the other party as follows:

- a) By either party, upon a default of any covenant or term hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of default to the other party;
- b) By COMPANY, if it is unable to obtain or maintain any license, permit, or other governmental approval necessary for the construction and/or operation of the transmission facilities or COMPANY business;
- c) By CITY, if it determines in its sole discretion and for any reason, that the tower is structurally unsound for use as a water tower, including but not limited to consideration of age of the structure, damage or destruction of all or part of the water tower or the Property from any source, or factors relating to condition of the Property; or
- d) By CITY, if COMPANY'S use of the Property becomes illegal under any federal, state or local law, rule or regulation.

Upon termination of this Lease for any reason, COMPANY shall remove all of its equipment, personal property, Antenna Facilities, and leasehold improvements from the water tower and the Property within ninety (90) days after the date of termination, and shall restore the water tower and the Property to the condition it was in on the Commencement Date of the term of this Lease ordinary wear and tear excepted, all at COMPANY'S sole cost and expense. Any such property which is not removed by end of said ninety (90) day period shall become the property of CITY, and COMPANY shall be responsible for the cost of removal of the equipment.

In the event this agreement is terminated by CITY any prepaid rents prorated from the date the water tower and property are reasonably restored to their condition on the commencement date of this Lease will be refunded to COMPANY. In the event of termination for any other reason than nonpayment of rent, the prorated rent to be returned to COMPANY is subject to deductions of costs incurred by CITY if COMPANY fails to remove equipment within 60 days of notice of termination.

9. Insurance

COMPANY shall provide Comprehensive General Liability insurance coverage, including premises/operations coverage, independent contractor's liability, completed operations coverage, contractual liability coverage, and CITY will be held harmless for acts of outside vendors in a combined single limit of not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence, and One Million Dollars (\$1,000,000.00) aggregate, and name CITY as an additional insured on such policy or policies. COMPANY may satisfy this requirement by an endorsement to its underlying insurance or umbrella liability policy.

Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard "All Risk" insurance policy, and, in the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

COMPANY shall provide to CITY, prior to Commencement Date of the Lease Term, evidence of the required insurance in the form of a certificate of insurance issued by an insurance company licensed to

do business in the State of Wisconsin, which includes all coverage required above and contains evidence of the waiver of subrogation contained above. Said certificate shall also provide that the coverage may not be cancelled, nonrenewed, or materially changed without thirty (30) days prior written notice to CITY.

10. Health Issue

In the event that it is established that COMPANY'S operation of the wireless facility is determined to be medically related to a health problem, CITY must notify COMPANY of the related issues. In the event that COMPANY causes, permits or allows such activities determined to be medically related to a health problem to continue, CITY shall have the right to immediately terminate this Lease if COMPANY fails to discontinue or remedy the operation within 60 days of written notice of any such relationship.

11. Damage or Destruction of Property

If the Property, water tower, or Antenna Facilities are destroyed or damaged so as, in COMPANY'S judgment to render the site unusable as an Antenna Facility, COMPANY may elect to terminate this Lease upon thirty (30) days written notice to CITY. In the event COMPANY elects to terminate the Lease, COMPANY shall be entitled to reimbursement of any prepaid rent prorated prior to the date of termination.

12. Condemnation

In the event the whole of the Property is taken by eminent domain, this Lease shall terminate as of the date title to the Property vests in the condemning authority. In the event a portion of the Property is taken by eminent domain, either party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days written notice to the other party. In the event of any taking under the power of eminent domain, COMPANY shall not be entitled to any portion of the award paid for the taking and CITY shall receive the full amount of such award, COMPANY hereby expressly waiving any right or claim to any portion thereof. Although all damages, whether awarded as compensation for diminution in value of the leasehold or the fee of the Property, shall belong to CITY, COMPANY shall have the right to claim and recover from the condemning authority, but not from CITY, such compensation as may be separately awarded or recoverable by COMPANY on account of any and all damage to COMPANY's business by reason of the taking and for or on account of any cost or loss to which COMPANY might have in removing and relocating its equipment, personal property, and Antenna Facilities. CITY will refund any prepaid rents prorated as of the date the Property is taken by the Condemning Authority.

13. Indemnification

Except for the negligent acts or willful misconduct of CITY's agents or employees, COMPANY agrees to indemnify, defend, and hold harmless CITY and its elected officials, officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, which may be asserted against or incurred by CITY or for which CITY may be held liable, which arise from the negligence, willful misconduct, or other fault of COMPANY or its employees, agents, or subcontractors in

the performance of this Lease or from the installation, operation, use, maintenance, repair, removal, or presence of COMPANY's transmission facilities on the water tower, including but not limited to electrical interference or health problems caused by COMPANY's transmission operations, the representations and warranties of Paragraph 15 of this Lease.

14. Notices

All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested to the following addresses:

If to CITY:

Cameron Clapper
City Manager
312 West Whitewater Street
PO Box 178
Whitewater, WI 53190

If to COMPANY:

Brian Madl
Whitewater Wideband, LLC
PO Box 356
Whitewater, WI 53190

15. Representations and Warranties

CITY warrants that (1) it has full right, power, and authority to execute this Lease; and (2) to the best of its knowledge, it has good and unencumbered title to the Property free and clear of any liens or mortgages, except as may be disclosed by review of title.

CITY warrants that it has no knowledge of any substance, chemical, or waste (collectively, "Substance") on the site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation.

COMPANY represents and warrants that its storage and use of any Substance on the Property will comply with applicable federal, state or local law or regulation and that it will store, and use said Substance on the property only if necessary, for its transmission operations. COMPANY agrees to indemnify and hold harmless CITY from and against any and all liability, loss, cost, damage, and expense, including reasonable attorneys' fees relating from or due to the release, threatened release, storage or discovery of any of the above named materials that are part of COMPANY equipment, personal property, Antenna Facilities, or any component parts or by-products thereof in violation of applicable law.

COMPANY, at its own cost, has the right to obtain a title commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of COMPANY, such title commitment shows any defects of title or any liens or encumbrances which may adversely affect COMPANY use of the Property, COMPANY shall have the right to cancel this Lease immediately upon written notice to CITY.

16. Assignment

COMPANY may not assign or sublet this Lease without the prior written consent of CITY except to any entity which controls, is controlled by, or is under the common control with COMPANY, or to any entity resulting from any merger or consolidation with COMPANY, or to any partner of COMPANY, or to any partnership in which COMPANY is a general partner, or to any person or entity which acquires all of the assets of COMPANY as a going concern, or to any entity which obtains a security interest in a substantial portion of COMPANY's assets, provided that COMPANY continues to indemnify and hold CITY harmless in accordance with Paragraph 13 above.

17. Successors and Assigns

This Lease shall run with the Property described in Exhibit B. This Lease shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, and assigns.

18. Miscellaneous

This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.

This Lease shall be construed in accordance with the laws of the State of Wisconsin.

If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

This Lease is subject to all zoning approvals and building permits.

This Lease shall not be construed based upon the party or its representative who drafted this Agreement or parts thereof.

THE UNDERSIGNED LESSOR HEREBY AGREES TO LEASE THE ABOVE-MENTIONED PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN.

CITY OF WHITEWATER

WHITEWATER WIDEBAND, LLC

By: [Signature] 6/17/2020
Cameron Clapper, City Manager Date

By: [Signature] 9-20-2020
Brian Madl, Member Date

By: Michele R. Smith 6/17/20
Michele R. Smith, City Clerk Date