

# CITY OF WISCONSIN DELLS MEETING AGENDA

Meeting Description PUBLIC WORKS COMMITTEE

Date: MONDAY, JULY 13, 2020 Time: 5:30 PM

Location: MUNICIPAL BUILDING, 300 LA CROSSE STREET, WISCONSIN DELLS, WI

		Committee Members	
		Ald. Terry Marshall- Chair	Ald. Brian Holzem
		Mayor Ed Wojnicz	Ald. Jesse DeFosse
<b>AGENDA ITEMS:</b>			
1	Call Meeting to Order and Attendance		
2	Approval of the Minutes from the June 8, 2020 Public Works Meeting		
3	Discussion/Decision on Notice of Claim submitted by Paula Brunner		
4	Discussion/Decision Small Cell Licensing Agreement changes (Verizon request to alter existing Site-Specific Agreements)		
5	Updates on Dept. of Public Works Projects: 1) Wisconsin Dells High School Utilities and Roundabout		
6	Discussion/Decision on TID #2 (Tax Incremental District-Exit 87 Area) Restoration Project (Jones Road Right of Way)		
7	Discussion/Decision on Ditch Work along STH 13 (City of Wisconsin Dells/Woodside Sports Complex Project)		
8	Any other items for referral to a future meeting		
9	Future Public Works Meeting (Monday, August 10, 2020)		
10	Adjournment		
<p><b>Open Meetings Notice: If this meeting is attended by one or more members of the Common Council who are not members of this committee, their attendance may create a quorum of another city commission, board or committee under the Wisconsin Open Meetings Law; However, no formal action will be taken by any governmental body at the above stated meeting other than the body, committee, commission, or board identified in this meeting notice. Please be advised that upon reasonable notice, the City of Wisconsin Dells will furnish appropriate auxiliary aids and services to afford individuals with disabilities an equal opportunity to participate in meeting activities.</b></p>			
Alderpersion Terry Marshall, Chairperson		Distributed July 10, 2020	

# City of Wisconsin Dells Notice of Claim

ITEM 3

Name: Paula Brunner Incident/Accident Information:  
Address: 1498 Pleasant View Drive Date: May 12<sup>th</sup>, 2020  
Wisconsin Dells, WI 53965 Time: 12:00 P.M.  
Phone: 608-253-0293 Location: 1498 Pleasant View DR.  
WISCONSIN DELLS, WI 53965

## Circumstances of Claim

In the space below briefly describe the circumstances of your claim. (Attach additional sheets if necessary.) For automobile damage, attach a copy of the police report including a diagram of the accident scene including north, south, east or west corners if the accident occurred at an intersection. A minimum of two estimates must be submitted for repairs. For personal injury, indicate the nature of the injury and whether or not medical attention was given. Attach copies of the medical bills. List any witnesses to the incident/accident.

**On May 12<sup>th</sup>, 2020 I went out to retrieve our mail from the box and something caught my eye down by the Fire Hydrant. I walk towards the hydrant and noticed the debris scattered across the lawn (which included a large bolt and hitch). The vegetation was apparently cut down and some of it was removed but a considerable amount remained. Some of the branches had thorns on them which made removing them difficult. I thought I got all the debris out of the lawn: however, that which was not detected did a great deal of damage to the tire of my tractor. In waiting for the replacement tire, I had to mow with a push mower which further aggravated my arthritic knees.**

Signed: Paula Brunner Date: June 15<sup>th</sup>, 2020

## Claim

(NOTE: You are not required to make a claim at this time. As long as you have filed the above Notice of Claim you may file a claim with the City of Wisconsin Dells at any time consistent with the applicable statute of limitations. **However, in order for the City of Wisconsin Dells to formally accept or deny your claim at this time, the following claim must be completed and signed.**)

The undersigned hereby makes a claim of \$ 55,371 against the City of Wisconsin Dells arising out of the circumstances described above. To process this claim it is necessary to detail monetary damages being sought.

Signed: Paula Brunner Date: June 15<sup>th</sup>, 2020

Paula Brunner  
1498 Pleasant View Drive  
Wisconsin Dells, WI 53965

# INVOICE

City of Wisconsin Dells  
Department of Public Works  
300 La Crosse Street  
Wisconsin Dells, WI 53965

**Invoice #** 0000001  
**Invoice Date** 05/12/2020  
**Due Date** 06/19/2020

Item	Description	Unit Price	Quantity	Amount
Product	Purchase of New Lawn Tractor Tire. Tire was punctured by thorny debris left on our property on May 12th, 2020 along with a heavy metal hitch.	55.37	1.00	55.37
<b>NOTES:</b> The following photographs illustrate the mess we encountered upon arriving home on May 12th, 2020.				
				<b>Subtotal</b> 55.37
				<b>Total</b> 55.37
				<b>Amount Paid</b> 0.00
				<b>Balance Due</b> \$55.37





**July 6, 2020**

**To Whom It May Concern:**

**It has come to my attention that a meeting has been schedule tentatively for July 13<sup>th</sup>; however, my mother has a medical appointment scheduled on that day. Please respond to this letter advising me of any alterative arrangements that can be made so that the important decisions can be made to resolve my claim.**

**This appointment and many others are regarding the extremely costly Pacemaker which is now a part of my mother's health experience and my duties as her 24/7 caretaker are extremely important to me your prompt response will be greatly appreciated.**

**Paula Brunner  
24/7 Caretaker of Lois J. Brunner  
(608-253-0293) or Cell (608-393-3619)  
pabrunner@charter.net**

**Monica Dorow Leis**

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**From:** Nancy Holzem  
**Sent:** Wednesday, July 8, 2020 9:35 AM  
**To:** E Wojnicz  
**Cc:** David Holzem; Monica Dorow Leis  
**Subject:** FW: ASSISTANCE WITH A PENDING PROBLEM

Monica has the Notice of Claim that she filed and it is set to be on the agenda along with the invoice she sent.

Nancy R. Holzem  
City Clerk/Coordinator  
City of Wisconsin Dells  
(608)254-2012 x405

**From:** E Wojnicz  
**Sent:** Wednesday, July 8, 2020 9:16 AM  
**To:** Nancy Holzem <nholzem@dellscitygov.com>  
**Subject:** Fwd: ASSISTANCE WITH A PENDING PROBLEM

Please put on public works agenda.

Sent from my iPad

Begin forwarded message:

**From:** Lois Brunner <ljbrunner@charter.net>  
**Date:** July 6, 2020 at 3:12:03 PM CDT  
**To:** E Wojnicz <ewojnicz@dellscitygov.com>  
**Subject:** ASSISTANCE WITH A PENDING PROBLEM

**Dear Mayor, Wojnicz:**

**Please find the attached information regarding a pending problem which has not yet been resolved.**

**On May 12th I discovered a mess that had been created unbeknownst to me without any previous notice that it was about to take**

place and undoubtedly you might have been aware of it taking place. We are assuming city workers cut the brush the down behind our property but neglected to remove some of the debris which contain branches with thorns on them.

I called the Public Works Office and spoke to Monica about the mess and the heavy loop and bolt hitch that was also found on our property and sent me a claim form to fill out and also sent someone to observe the mess, but made very little comment and took the hitch and left.

I mailed the form in with my invoice but, unfortunately, I neglected to include the invoice for the new tractor tire to replace the that was damaged by the thorns that were present in the debris. It is my opinion that it was their responsibility to remove whatever debris flung on our property.

Monica had left a message for me to call her back because I was not home my mom was in the hospital having a Pacemaker inserted. On Friday June 26th I called Monica while I was waiting for my mom to

**be released from hospital. Monica advised me that I had forgotten to include the tractor tire invoice and that I should have called Public Works to come out and clean up the mess but, I was unable to identify who exactly created this mess because no ad advanced notice. Monica also told me that someone told her that nothing had been cut down for 2 years (which, obviously was not accurate). While waiting for my tractor tire to be replaced I had to mow the lawn with the push mower which was extremely hard on my arthritic knees which, you might correctly assume that it would be.**

**My mother and I our senior citizens and it seem unfair that it should be our responsibility to clean up this debris. I am 61 and my mom is 92 and in failing health.**

**I am respectfully requesting your assistance in contacting the proper individual to assist me in the resolution of this problem and help me to obtain the proper reimbursement for the tractor tire which had to be replaced.**

**Sincerely,  
Paula Brunner**

# **1498 Pleasant View Dr. Wisconsin Dells, WI 53965**

<July 6.docx>

<Mess 1.jpg>

<Bolt.jpg>

<Lot Behind our house 1.jpg>

**Specific Site  
Right-of-Way  
Pole Attachment Agreement  
(Wis Dells & Verizon)**

Site # SCO 3 (2 of 3)  
Location: Oak Street

This Rights-of-Way and Pole Attachment Agreement ("Agreement") is entered into between the City of Wisconsin Dells, Wisconsin (the "City") and Verizon Wireless Personal Communications, LP d/b/a Verizon Wireless (Verizon) and its successors and assigns.

WHEREAS, Verizon wishes to access certain portions of the public rights-of-way within the City's territorial boundaries ("Rights-of-Way") to provide communications services; and

WHEREAS, the City will cooperate with Verizon to the extent required by Wisconsin law to enable Verizon to provide these services to the public.

NOW, THEREFORE, the parties agree as follows:

1. a. This is two of three site specific agreements between the City and Verizon. This agreement covers the following location: 800 Block of Oak Street.
  - b. Verizon's use of the Rights-of-Way will be to install, maintain, operate, repair, modify, replace, and/or remove from time to time certain communications facilities ("Facilities") which are used for the purpose of providing communications services. Facilities may include antennas, radios, wireless microwave and other backhaul equipment, fiber optic cables, conduit, ducts, control boxes, vaults, poles, cables, power sources, and/or other equipment, structures, appurtenances, and improvements.
2. Verizon's use of the Rights-of-Way will be consistent with the City's rights-of-way management regulations and all applicable local, state and federal laws and regulations.
3. Verizon shall pay a fee for pre-installation review and evaluation in the amount of \$500.00 for each City pole to which Verizon attaches Facilities; which fee may be increased for installations requiring extensive third party review. The City shall not charge a review fee in excess of \$2,500.00 without first notifying Verizon and obtaining Verizon's written approval.
4. In addition, Verizon shall pay to the City an annual fee in the amount of \$2,000.00 for this City pole site to which Verizon attaches Facilities and any associated fiber or other Facilities. Verizon's obligation to pay this annual fee will commence on the first day of the month following the date of installation and the initial payment thereof will be made payable to the City within thirty (30) days after installation. Each subsequent payment will be made upon each anniversary of the installation date after receipt of an invoice therefor from the City, until such time that the applicable Facilities are removed in accordance with this Agreement or this Agreement is otherwise terminated as further provided herein. Annual fees shall be made payable in the form of a money transfer or check to the City. All annual fees paid prior

to the expiration or earlier termination of this Agreement or removal of the applicable Facilities by Verizon shall be retained by the City. Other than as required pursuant to Paragraph 6 hereof, Verizon shall not be obligated to pay any other annual or recurring fees.

5. Left Blank
6. Verizon will obtain any other permits and pay any other fees applicable to Verizon's use of the Rights-of-Way only as required under the City's rights-of-way management regulations and/or any other applicable local, state or federal regulation, including, without limitation, those designed to protect structures in the Rights-of-Way, to ensure the proper restoration of the Rights-of-Way and any structures located therein, to provide for protection and the continuity of pedestrian and vehicular traffic, and otherwise to protect the safety of the public's utilization of the Rights-of-Way.
7. In accordance with the City's regulations, Verizon will submit to the City design drawings and specifications of the Facilities and their proposed locations within the Rights-of-Way (whether installed subsurface and/or attached to poles or other structures owned by the City, Verizon, or a third party).
8. Verizon may remove one or more Facilities from time to time during the term, in which event Verizon shall provide advance notice thereof to the City and Verizon shall have no further obligations or liability (including for the payment of any applicable recurring fees) in connection therewith.
9. If Verizon ceases use of a City pole on which it installed Facilities, it shall remove such Facilities at its own expense.
10. Facilities shall not physically interfere with or cause harmful interference to the City's existing radio facilities located on City poles. The City shall not physically interfere with or cause harmful interference to Facilities installed by Verizon. Verizon shall coordinate with the City on any maintenance of City poles so as not to obstruct or impede the City's performance of such maintenance. Verizon shall provide the City with a telephone number that the City can contact to request Verizon's coordination pursuant to this paragraph.
11. The term of this Agreement shall be for ten (10) years commencing on the date hereof, and shall automatically renew for four (4) additional five (5) year periods thereafter, unless Verizon notifies the City of its intent not to renew at least ninety (90) days prior to the end of the then current term. Notwithstanding the foregoing, either party may terminate this Agreement in the event a party materially breaches a provision herein and the breach is not cured within sixty (60) days after receipt of written notice thereof from the non-breaching party. If the nature of the breach reasonably requires more than sixty (60) days to cure, the breaching party will not be in default hereunder if such party promptly commences such cure and is diligently pursuing the same.
12. Notwithstanding anything contained in this Agreement to the contrary, Verizon shall not be required to obtain any permit, pay any fee or be subject to any requirement or condition that does not generally apply to all other occupants of the Rights-of-Way.
13. Verizon shall indemnify, defend, and hold harmless, the City and its elected officials, employees, officers, and directors ("Indemnitees"), from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands,

causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death, and property damage, made upon or incurred by the City and arising out of a third-party claim to the extent that such third-party claim is caused by any negligent acts or omissions of Verizon while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting or arising from the negligence of the City or an Indemnitee. The City shall give prompt written notice to Verizon of any claim for which the City seeks indemnification. Verizon shall have the right to investigate, defend, and compromise these claims with prompt notice to the City's attorney.

14. Neither party shall be liable for consequential, indirect, or punitive damages (including lost revenues, loss of equipment, interruption or loss of service, or loss of data) for any cause of action, whether in contract, tort, or otherwise, even if the party was or should have been aware of the possibility of these damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.
15. Verizon shall obtain and maintain in full force and effect for the duration of this Agreement Commercial General Liability Insurance covering Verizon against all claims, injury or damage to persons or property, both real and personal, caused by the construction, erection, operation, or maintenance of the Facilities, in an amount of One Million Dollars (\$1,000,000) per occurrence (combined single limit) for bodily injury and property damage, and Two Million Dollars (\$2,000,000) general aggregate including personal and averting injury liability; commercial automobile liability in the amount of One Million Dollars (\$1,000,000) combined single limit each accident for bodily injury and property damage covering all owned, non-owned and hired vehicles; statutory workers' compensation and employer's liability insurance in an amount of One Million Dollars (\$1,000,000) each accident/disease/policy limit. The insurance policies shall include the City, its officers, officials, employees, and elected representatives as additional insureds as their interest may appear under this Agreement with the exception of the workers' compensation and employer's liability policy. VERIZON shall furnish copies of the required certificate of insurance to the City. VERIZON will provide the City with thirty (30) days' prior written notice of cancellation.
16. Verizon shall provide, and update, the name and contact information of a person or entity, located within 60 miles of the City responsible for emergency repair or maintenance of the Facilities. In the event of an emergency, Verizon may contact Sean Collins, Project Manager, Faith Technologies, Inc., at (913) 541-4789 (Office) of (913) 231-0841(Mobile).
17. Notices required by this Agreement may be given by registered or certified mail by depositing the same in the United States mail in the continental United States, postage prepaid. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices shall be delivered as follows:

If to City:

City of Wisconsin Dells  
300 LaCrosse Street  
Wisconsin Dells, WI 53965  
Attn: City Clerk, Administrative Coordinator

With a copy to:

City of Wisconsin Dells  
300 LaCrosse Street  
Wisconsin Dells, WI 53965  
Attn: Director of Public Works

If to Verizon:

Verizon Wireless Personal Communications LP  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, NJ 07921  
Attn: Network Real Estate

With a copy to:

Verizon Wireless Personal Communications LP  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, NJ 07921  
Attn: Legal Department

- 18. Verizon understands and acknowledges that the City may require Verizon to remove or relocate its Facilities or any portion thereof from the Right-of-Way, and Verizon shall, at the City's direction, remove or relocate the same at Verizon's sole cost and expense, whenever the City reasonably determines, in its sole discretion, that the relocation or removal is required consistent with the public interest. In any such case, the City shall use reasonable efforts to afford Verizon a reasonably equivalent alternate location, if available. If Verizon fails to remove or relocate the Facilities or portion thereof as requested by the City, within 90 days of Verizon's receipt of the request, then the City shall be entitled to remove the Facility, Verizon Pole, or portion thereof at Verizon's sole cost and expense, without further notice to Verizon, and Verizon shall, within 30 days following issuance of invoice for the same, reimburse the City for its reasonable expenses incurred in the removal (including, without limitation, overhead and storage expenses) of the Facilities, or portion thereof.
- 19. The provisions of this Agreement shall be construed under, and in accordance with, the laws of the State of Wisconsin, without regard to its conflict-of-laws principles, and all obligations of the parties created hereunder shall be performed in the County in which the City is located. Therefore, in the event any court action is brought directly or indirectly by reason of this letter, the courts of such County shall have jurisdiction over the dispute and venue shall be in such County.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have executed this Agreement as of the dates below.

CITY OF WISCONSIN DELLS

Edward E. Wojnicz  
Signature

Edward E. Wojnicz  
Name

Mayor  
Title

6-11-2018  
Date

VERIZON WIRELESS PERSONAL COMMUNICATIONS LP d/b/a VERIZON WIRELESS

[Signature]  
Signature

James R. Martin  
Name  
Director - Network Field Engineering

\_\_\_\_\_  
Title

10/5/18  
Date



**SMALL WIRELESS COMMUNICATIONS FACILITIES  
MASTER LICENSE AGREEMENT**

THIS SMALL WIRELESS COMMUNICATIONS FACILITIES MASTER LICENSE AGREEMENT ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ ("Effective Date"), by and between the City of [CITY] ("City"), and [VERIZON ENTITY] ("Licensee"). City and Licensee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

In consideration of the covenants of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

1. Grant. Subject to Laws (defined in Section 15) and this Agreement, City grants Licensee a nonexclusive license to (i) access, use, and occupy the City's ROW (as defined below) and any other areas which Licensee is legally entitled to access, use, and occupy according to applicable Law, for the installation, construction, use, maintenance, operation, repair, modification, replacement and upgrade of equipment, technologies, frequencies and related fiber and materials reasonable necessary to access, connect, operate and provide power to its equipment ("Equipment") that enables Licensee's wireless communications, including Small Wireless Facilities ("Licensee's Use"); (ii) use, install and/or replace City owned or controlled poles for Licensee's Use; and (iii) use, install and/or replace Licensee owned or third-party owned poles in the ROW for Licensee's Use. For purposes of this Agreement, the "ROW" means the public rights-of-way owned, managed or controlled by the City. Use of City poles shall require Licensee to submit a Pole Application (as defined in Section 4) and the City's approval of a Pole License in accordance with Section 4. Licensee's Use for attachments to support structures owned by Licensee or by a third party shall not require a Pole License or payment of the City Pole Recurring Fee. The City expressly reserves for itself the rights and uses of the ROW for its public purposes and for the public's health, safety and general welfare. Licensee's shall have the right of access and Use to the areas identified in this Section 1 on a 24 hour, 7 day a week basis.

2. Term of Agreement. The term of this Agreement shall be for 15 years beginning on the Effective Date (the "Term"). Unless either Party provides written notice to the other Party at least ninety 90 days prior to expiration of the Term that such Party will not renew the Term, the Term will automatically renew for one additional 15 year period. After the expiration or earlier termination of this Agreement, it shall apply to all Pole Licenses entered into hereunder until the expiration or termination of such Pole Licenses.

3. Fees. Licensee shall pay to the City the Fees and costs set forth in the “Fee\_Schedule” attached hereto and made a part hereof as Exhibit A. Licensee shall pay the one-time application fee with submission of the City Pole Application. Licensee shall pay the initial recurring fee (if any) on or before the Commencement Date (defined in Section 4(e)) and pay subsequent recurring fees on or before each anniversary of the Commencement Date. Before any recurring fees are paid, City shall provide Licensee a completed, current Internal Revenue Service Form W-9 and state and local withholding forms if required. Licensee may make payments by check made out to the order of the City of [CITY] and sent to the following address or through electronic transfer subject to the City’s approval and necessary bank routing instructions.

City of [CITY]  
[DEPARTMENT]  
[Attn: [NAME/TITLE]]  
[ADDRESS]

4. Pole License.

(a). Prior to installing any Equipment on a City owned or controlled pole or a new Licensee owned pole, Licensee shall file a city pole application in the form attached hereto and made a part hereof as Exhibit B (“Pole Application”) for one or more poles. Within the time frames established by applicable Laws, the City shall, in writing, approve or reject the Pole Application, otherwise the Pole Application shall be deemed accepted. If the City timely rejects the Pole Application, the review period will be suspended until Licensee cures the non-compliance. Upon acceptance or approval, a City Pole Application shall be deemed to be a city pole license (“Pole License”).

(b). City may reject a Pole Application only for one or more of the following reasons, which must be specified with reasonable detail in the rejection: (i) concerns about structural capacity, safety, reliability, or generally applicable engineering practices; (ii) the Pole Application is incomplete; (iii) the proposed Equipment exceeds the height, dimension or other parameters for small wireless facilities under applicable Law (“Small Wireless Facilities”); (iv) the design documents attached to the Pole Application do not comply with this Agreement or with the City’s pole attachment laws for traffic light poles, show interference with the City’s public safety radio system, traffic signal light system, or other public safety communications components; or (v) the Pole Application does not include a load bearing study.

(c). Any aesthetic or other design criteria for Small Wireless Facilities and poles upon which Small Wireless Facilities are attached (collectively, the "Design Criteria") which are adopted by the City shall only apply if the criteria are (i) reasonable in that they are technically feasible and reasonably directed to avoiding or remedying unsightly or out-of-character deployments, (ii) applied equally and in a non-discriminatory manner to other types of infrastructure deployments within the ROW, (iii) objective and published in advance of a Small Wireless Facility request/application submitted herein, and (iv) comply with applicable federal and state Laws. If pole reinforcement or replacement is necessary, Licensee shall provide engineering design and specification drawings demonstrating the proposed alteration to the pole. Changes made to the City's Design Criteria shall not be imposed or otherwise applied retroactively unless required by Laws.

(d). Licensee shall pay for any electricity service for Small Wireless Facilities. As permitted by the electric provider, Licensee may install an electric meter on the City pole or the ground adjacent to the City pole.

(e). The term of each Pole License shall be 10 years beginning on the first day of the month following the date that is 180 days from the date of the fully approved or fully executed (as applicable) Pole License ("Commencement Date"). Unless Licensee provides written notice to the City prior to the expiration of the then current term that Licensee will not renew any Pole License, each Pole License will automatically renew for 3 consecutive 5 year periods.

(f). A Pole License may be terminated prior to the expiration of its term: (i) by City upon written notice to Licensee, if Licensee fails to pay any amount when due and such failure continues for 30 days after Licensee's receipt of notice; (ii) by either Party upon written notice to the other Party, if such other Party fails to comply with this Agreement and the party has failed to initiate a cure within 60 days after receipt of written notice; (iii) by Licensee at any time for any reason or no reason; or (iv) by Licensee in the event that Licensee fails to timely obtain or maintain, or is not satisfied with any governmental approval applicable to Licensee.

(g). Following expiration or earlier termination of any Pole License, Licensee shall remove all Equipment from the City owned or controlled poles and, other than reasonable wear and tear, repair and restore the City owned or controlled poles and the ROW to its prior condition, unless the City authorized otherwise. In the event that Licensee removes any City poles pursuant to this Agreement, the City shall retain ownership of any poles Licensee or its contractor removes, and shall provide directions to Licensee for their reuse or disposal. Equipment installed pursuant to clauses (ii) or

(iii) of Section 1 shall not be subject to removal under this Agreement but shall at all times remain subject to the Code (as defined below).

5. Permits/Municipal Code. While the requirements of the City's Code ("Code") are in addition to the requirements of this Agreement, Licensee shall be required to apply for and obtain only those permits that are required of other occupants of the ROW. City may only impose on the permit those conditions that are permitted by applicable Laws and necessary to protect structures in the ROW, to ensure the proper restoration of the ROW, to provide for protection and the continuity of pedestrian and vehicular traffic, and otherwise to protect the safety of the public's utilization of the ROW. Within 180 days after the Effective Date, City will consider revisions to the Code to conform with this Agreement and applicable Law.

6. Interference.

(a). Licensee will not cause interference to City traffic, public safety or other communications signal equipment in the ROW. City agrees that City will not cause interference to Licensee's Equipment or Licensee's Use.

(b). If interference occurs, the non-interfering Party shall notify the interfering Party via telephone to Licensee's Network Operations Center at (800) 621-2622) or to City at ( \_\_\_\_\_ ), and the parties shall work together to cure the interference as soon as commercially possible.

7. Maintenance and Modifications. Licensee shall keep and maintain all Equipment in commercially reasonable condition and in accordance with any applicable and non-discriminatory maintenance requirements of City. Licensee may conduct testing and maintenance activities, and repair and replace damaged or malfunctioning Equipment at any time. Licensee may maintain, repair, replace and make like-kind modifications to any Small Wireless Facility that do not materially change the size, height and weight of the Small Wireless Facility or exceed the structural capacity of the supporting structure without requiring additional applications, permits or other City approval. Licensee shall obtain all required permits and prior approvals from the City for all other work.

8. Removal and Relocation. No later than 180 days after receipt of written notice from City, Licensee shall remove and may relocate the Equipment to an alternative location made available by City due to: (i) construction, expansion, repair, relocation, or maintenance of a street or other public improvement project; or (ii) maintenance, upgrade, expansion, replacement, or relocation of City traffic light poles and/or traffic signal light system; or (iii) permanent closure of a street or sale of City

property. The City shall require removal or relocation only if necessary. If Licensee fails to remove or relocate any Equipment within 180 days, City shall be entitled to remove the Equipment at Licensee's expense. The Parties shall cooperate to the extent possible to assure continuity of service during any relocation. City shall use best efforts to provide a reasonably equivalent location that affords Licensee substantially similar engineering objectives.

9. Indemnity/Damages. Licensee shall indemnify, defend and hold the City, its employees, officers, elected officials, agents and contractors (the "Indemnified Parties") harmless from and against all injury, loss, damage, liability, costs or expenses arising from any third party claims resulting from Licensee's Use or Licensee's breach of this Agreement. Licensee's indemnity shall not apply to any liability resulting from the negligence or willful misconduct of the City or other Indemnified Party. The City shall give prompt written notice to Licensee of any claim for which the City seeks indemnification. Licensee shall have the right to investigate these claims. Licensee shall not settle any claim without reasonable consent of the City, unless the settlement (i) will be fully funded by Licensee, and (ii) does not contain an admission of liability or wrongdoing by any Indemnified Party. Neither party will be liable under this Agreement for consequential, special, punitive or indirect damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.

10. Insurance.

(a). Licensee and its subcontractors shall carry the following insurance: (i) commercial general liability insurance in an amount of \$3,000,000 per occurrence and \$4,000,000 general aggregate and which provides coverage for bodily injury, death, damage to or destruction of property of others, including loss of use thereof, and including products and completed operations; (ii) Workers' Compensation Insurance as required by law; and (iii) employers' liability insurance in an amount of \$500,000 bodily injury each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.

(b). The insurance coverages identified in this Section: (i) except the workers' compensation insurance, shall include the City as an additional insured as their interests may appear under this Agreement; (ii) will be primary and non-contributory with respect to any self-insurance or other insurance maintained by the City; (iii) contain a waiver of subrogation for the City's benefit; and (iv) will be obtained from insurance carriers having an A.M Best rating of at least A-VII.

(c). If requested, Licensee shall provide the City with a Certificate of Insurance

to provide evidence of insurance. Licensee will endeavor to provide the City with thirty (30) days prior written notice of cancellation upon receipt of notice thereof from its insurer(s).

11. Assignment. Licensee may assign this Agreement, any City Pole License, and/or related permits to any entity which (i) is an affiliate, subsidiary or successor of Licensee; or (ii) that acquires all or substantially all of the Licensee's assets in the market. Licensee shall provide the City notice of any such assignment. Otherwise, Licensee shall not assign or transfer this Agreement or the rights granted hereunder without the City's consent.

12. Notices. Notices required by this Agreement may be given by registered or certified mail by depositing the same in the United States mail or with a commercial courier. Unless either party notifies the other of a change of address, notices shall be delivered as follows:

If to City:	With a copy to:
City of [CITY] [ADDRESS] [ADDRESS] Attn: City Representative	City of [CITY] [ADDRESS] [ADDRESS] Attn: City Clerk's Office
If to Licensee:	With a copy to:
Cellco Partnership d/b/a Verizon Wireless 180 Washington Valley Road Bedminster, New Jersey 07921 Attention: Network Real Estate	Cellco Partnership d/b/a Verizon Wireless 1515 Woodfield Rd., Ste. 1400 Schaumburg, IL 60173 Attention: Legal Department

Notices shall be deemed effective upon delivery or refusal of delivery.

13. Change of Law. If any state or federal Law sets forth a term or provision that is inconsistent with or different than this Agreement, then the Parties agree to promptly amend the Agreement to effect the term or provision set forth under such Law.

14. Taxes. If City 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 City shall bill such Tax to Licensee in the manner and for the amount required by Law. Licensee shall pay such billed

amount of Tax to City, and City shall remit such Tax to the appropriate tax authorities as required by Law. Licensee shall have no obligation to pay any Tax for which Licensee is exempt. Otherwise, Licensee shall be responsible for paying all Taxes that are the legal responsibility of Licensee under Laws.

15. Laws. The Parties shall comply with applicable laws including, without limitation, regulations and judicial decisions, Federal Communications regulations and order ("Law" or "Laws"). Notwithstanding anything else in this Agreement, City shall treat Licensee in a manner that is competitively neutral, nondiscriminatory, consistent with all applicable Laws, and is no more burdensome than other users of the ROW or City poles. This Agreement is not intended to in any way limit or waive either Party's present or future rights under applicable state and federal law.

16. Miscellaneous. This Agreement shall be governed by the laws of the State of Wisconsin and all other applicable Laws. The provisions of this Agreement may be waived or modified only by written agreement signed by both parties. This Agreement may be executed in counterparts. A scanned or electronic copy shall have the same legal effect as an original signed version. If one or more provisions in this Agreement is found to be invalid, illegal or otherwise unenforceable, all other provisions will remain unaffected and shall be deemed to be in full force and effect and the Parties shall amend this Agreement, if needed to effect the original intent of the Parties. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors. Nothing in this Agreement shall be construed to grant Licensee an interest in the City's ROW or City assets located in the ROW. Neither Party shall be responsible for delays in the performance of its obligations caused by events beyond the Party's reasonable control. As to the subject matter hereof, this Agreement is the complete agreement of the Parties. The Parties represent and warrant that the individuals executing this Agreement are duly authorized.

*[Remainder of page intentionally left blank; signature page to follow.]*

IN WITNESS WHEREOF, the Parties have executed, or caused their respective duly authorized representatives to execute, this Agreement as of the day and year listed below.

CITY OF [CITY]

[VERIZON ENTITY]

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

## EXHIBIT A

### FEE SCHEDULE

One-Time Application Fee	City may charge one of the following Fees for a City Pole Application: (i) \$500 for an application that includes five or fewer Small Wireless Facilities, (ii) \$500 plus \$100 for each additional Small Wireless Facility after the fifth for an application that includes more than 5 Small Wireless Facilities, or (iii) \$1,000 for an application that includes the installation of a Small Wireless Facility and a new or replacement utility Pole to which it will be attached.
City-Pole Recurring Fee	City may charge \$250 per City pole per year.
ROW Administration Recurring Fee	City may charge \$20 per year for each Small Wireless Facility installed by Licensee under this Agreement.

For purposes of determining the total annual fee applicable to a City Pole License for a partial calendar year in which the Commencement Date occurs in a month other than January, the total fee will be a pro-rated amount equal to the product obtained by multiplying 1/12th of the annual fee by the number of months remaining in such year.

Except as provided in this Fee Schedule, the City shall not require any other or additional recurring fees, costs, or charges of any kind.

**EXHIBIT B**  
**Form of Application for City Pole License**

**City Pole License Application No. \_\_**  
**For Attachment of Wireless Communications Facilities to City Pole(s)**

Applicant/Licensee: \_\_\_\_\_

**Governing Agreement:** Wireless Communications Facilities Master License Agreement dated \_\_\_\_\_ (“Master License Agreement”)

Date: \_\_\_\_\_

<b>Pole Type</b>	<b>Verizon Site ID #</b>	<b>City Site ID #</b>	<b>Lat/Long Coordinates</b>	<b>General Equipment Description</b>	<b>Application Fee (per Pole)</b>	<b>Annual Fee (per Pole)</b>
[Streetlight]					\$	\$
<b>Total</b>					<b>\$</b>	<b>\$</b>

**\*Application and Annual Fees to commence and be paid consistent with the terms of the Master License Agreement. If application includes more than one (1) site, or a “batch” application, rejection of one (1) or more sites included in the batch application shall not constitute a rejection of all other acceptable sites.**

**APPLICANT SHALL PROVIDE THE FOLLOWING IF/AS APPLICABLE:**

- Site plan and engineering design and specifications for installation of Equipment, including the location of radios, antenna facilities, transmitters, equipment shelters, cables, conduit, point of demarcation, transport solution, electrical distribution panel, electric meter, and electrical conduit and cabling. Where applicable, the design documents should include specifications on design, pole modification, and ADA compliance.
- Load bearing study that determines whether the City pole requires reinforcement or replacement in order to accommodate attachment of Equipment. If pole reinforcement or replacement is warranted, the design documents should

include the proposed pole modification.

- If the proposed installation will require reinforcement or replacement of an existing City pole, provide applicable design and specification drawings.
- The number, size, type and proximity to the facilities of all communications conduit(s) and cables to be installed.
- Description of the utility services required to support the facilities to be installed.
- All necessary permits and letters of authorization from all affected parties.
- List of the contractors and subcontractors, and their contact information, authorized to work on the project.

ATTACH CHECK OR MONEY ORDER IN AMOUNT OF APPROPRIATE APPLICATION FEE. THIS PROCESSING FEE IS NON-REFUNDABLE AND NON-TRANSFERABLE.

THE CITY WILL PROCESS THIS APPLICATION WITHIN 30 DAYS OF RECEIPT DATE, UNLESS AN AGREEMENT IS EXECUTED BY APPLICANT AND THE CITY TO EXTEND THE APPROVAL DATE.

**APPLICANT SIGNATURE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

-----**FOR CITY USE ONLY**-----

RECEIPT DATE: \_\_\_\_\_ APPLICATION NO.: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

CITY POLE LICENSE APPROVAL DATE: \_\_\_\_\_



ALLEN & NANYA PENTELL  
0089-50000

CROSS WALKS (TYP)  
PROPOSED SIDEWALK (TYP)  
45' R TO FLAG OF CURB, USE 36" MOUNTABLE  
CURB AROUND RADIUS (WIDE HEAD TO 12")



JONES ROAD  
80' RIGHT-OF-WAY  
27' STREET W/ CURB AND CUTTER  
5' SIDEWALK (BOTH SIDES)

TROUT ROAD LIFT  
STATION SITE

STOP BAR

60' R TO FLAG OF CURB

NATURAL GAS FACILITIES

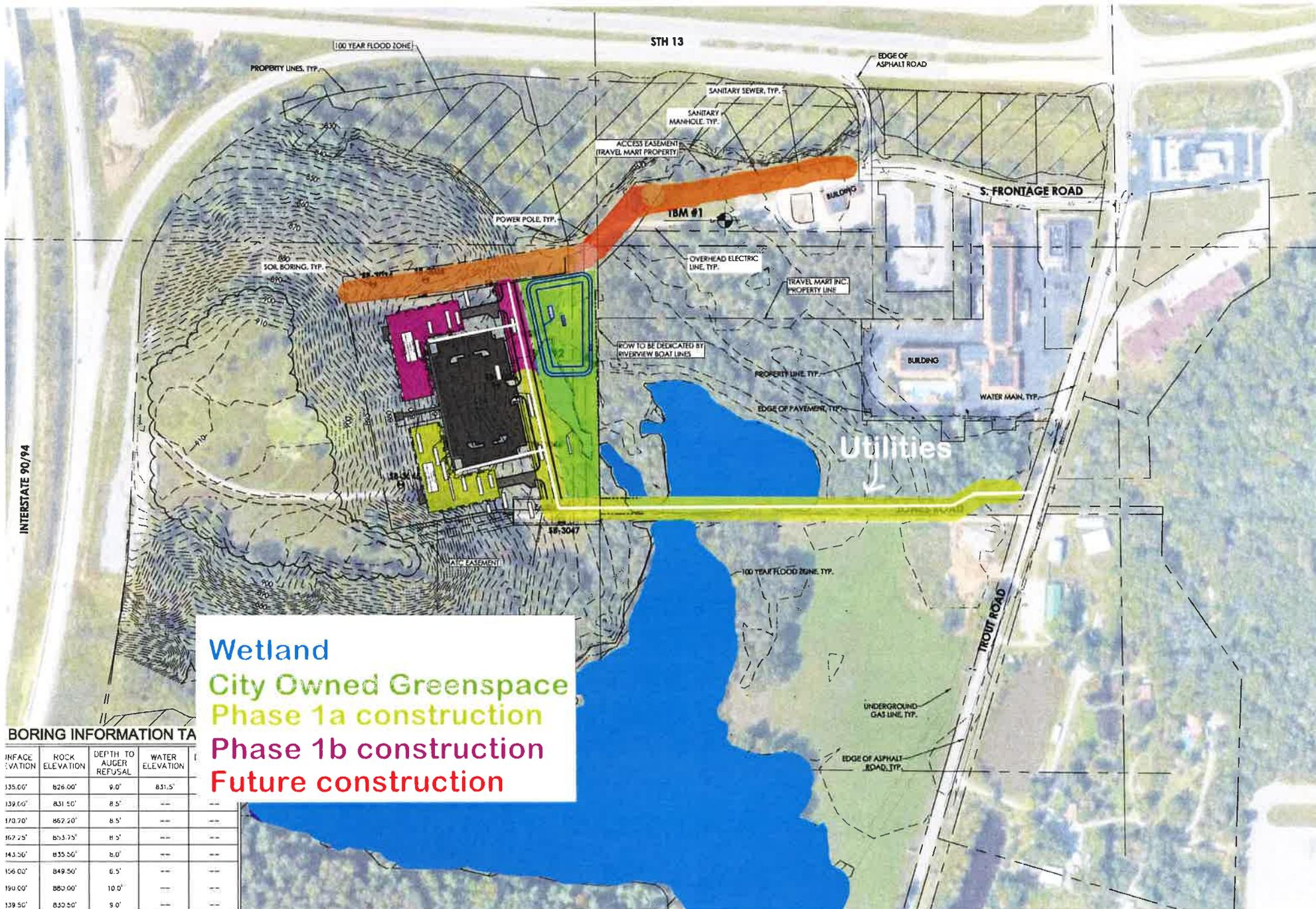
PETER & ANN TOLLAKEN LIVING TRUST  
0130-00000

-  PENTELL PROPERTY (0.9 ACRES)
-  COMMUNITY DEVELOPMENT AUTHORITY (1.0 ACRES)
-  TOLLAKEN PROPERTY (0.4 ACRES)



JONES RD  
OPTION 3

1/20/15 11:56 AM C:\Users\mca\Documents\Projects\0131-00000\0131-00000.dwg



**Wetland**  
**City Owned Greenspace**  
**Phase 1a construction**  
**Phase 1b construction**  
**Future construction**

**BORING INFORMATION TABLE**

INTERFACE ELEVATION	ROCK ELEVATION	DEPTH TO AUGER REFUSAL	WATER ELEVATION
135.00'	826.00'	9.0'	831.5'
139.60'	831.50'	8.5'	---
170.70'	862.20'	8.5'	---
862.25'	853.75'	8.5'	---
143.50'	835.50'	8.0'	---
156.00'	849.50'	6.5'	---
190.00'	880.00'	10.0'	---
139.50'	830.50'	9.0'	---

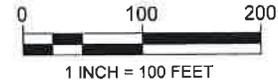
NW CORNER OF SECTION 9  
EXISTING HARRISON MONUMENT  
TIES IN PLACE

**LEGEND**

- EXISTING 3/4" IRON ROD
- 3/4" X 18" IRON ROD SET  
WEIGHING 1.5 LBS. / LINEAL FT.



BEARINGS ARE REFERENCED TO THE  
SAUK COUNTY COORDINATE SYSTEM  
NAD 83-2011



SE 1/4 - NE 1/4  
LOT 1 CSM 6876

66' WIDE ROW DEDICATED TO THE PUBLIC PER CSM 6876

N00°13'16"W 1942.60'

SW 1/4 - NW 1/4

ALLEN & NANYA PENTEL  
TAX PARCEL 291-0089-50000  
PART OF LOT 1 CSM No. 1655

PARCEL "B"  
DEDICATED TO THE PUBLIC  
34,075 SF. / 0.782 ACRES

N54°34'51"E  
32.42'

N00°06'41"W  
23.00'

80'

JONES ROAD - EXISTING 40 FOOT  
WIDE RIGHT-OF-WAY

S89°33'39"E 806.38"

N72°16'22"E  
127.75'

S89°33'39"E  
150.65'

LOT 1 CSM 6876

N00°02'19"W  
39.89'

N89°33'39"W 1078.78"

S89°33'39"E 1065.92"

85.77'

N00°08'05"W  
17.11'

POB PARCEL A

N00°08'05"W  
8.89'

N89°33'39"W 924.25'

PARCEL "A"  
DEDICATED TO THE PUBLIC  
20,714 SF. / 0.475 ACRES

N00°26'21"E  
19.17'

N89°44'39"W  
130.24'

LOT 1 CSM 4982

TOLLAKSEN LIVING TRUST  
TAX PARCEL 291-0130-00000

CENTERLINE OF TROUT ROAD

SE 1/4 - NE 1/4

SECTION 8  
SECTION 9

SW 1/4 - NW 1/4

N00°08'05"W  
620.42'

WEST CORNER OF SECTION 9  
EXISTING 1 1/2" IRON PIPE  
TIES IN PLACE

I, KERRY R. ZIMMERMAN, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY TO MY CLIENT(S) THAT I HAVE SURVEYED AND MAPPED THE PROPERTY SHOWN UPON THIS PLAT AND THAT THE WITHIN PLAT IS A CORRECT REPRESENTATION OF THE BOUNDARIES OF THE LAND SURVEYED TO THE BEST OF MY INFORMATION, KNOWLEDGE AND BELIEF.

I FURTHER CERTIFY THAT I HAVE COMPLIED WITH CHAPTER A-E 7 OF THE ADMINISTRATIVE CODE OF THE STATE OF WISCONSIN FOR MINIMUM STANDARDS FOR PROPERTY SURVEYS TO THE BEST OF MY KNOWLEDGE AND BELIEF.

**PRELIMINARY**

MSA PROFESSIONAL SERVICES, INC.  
KERRY R. ZIMMERMAN, PROFESSIONAL LAND SURVEYOR S-1625



ENGINEERING | ARCHITECTURE | SURVEYING  
FUNDING | PLANNING | ENVIRONMENTAL  
1230 South Boulevard, Baraboo, WI, 53913  
(608) 356-2771 www.msa-ps.com

Cadd File:	G:\PROJECTS\000\00085087\CADD\SURVEY\DRAWINGS\PLATS\POS		
Field Book:	N/A	Drawn by:	KRZ
Fieldwork Completed:	07/09/2020	Checked by:	TM
		Date:	JULY 2020
		Scale:	1" = 100'

**PLAT OF SURVEY**

PREPARED FOR: CITY OF WISCONSIN DELLS  
SECTION 9, TOWN 13 NORTH RANGE 6 EAST  
WISCONSIN DELLS WISCONSIN

Project No:  
00085087  
Sheet:  
1 of 1



**ADAMS COUNTY HIGHWAY DEPARTMENT**

**COST ESTIMATE**

1342 County Road F  
Adams, WI 53910  
Phone (608) 339-3355  
Fax (608) 339-4983

Proposal Submitted To:

City of Wis Dells - C/O David Holzern

Street:

1680 Broadway Rd

City, State, & Zip

Wis Dells, WI 53965

Phone:

608-253-2542

Date:

June 2<sup>nd</sup> 2020

We hereby submit specifications and estimate for: **City of Wis Dells / Woodside Ranch Ditching Project**

- **Install RipRap ditch checks and establish new ditch profile per plan set provided**
- **Final cost based on total time & materials**

We hereby Propose to furnish material, equipment, and labor – complete in accordance with above specifications, for the sum of:

**\$10,377.81**

Authorized Signature:

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

NOTE: We may withdraw this proposal if not accepted within 60 days.

**ACCEPTANCE OF PROPOSAL** – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance \_\_\_\_\_

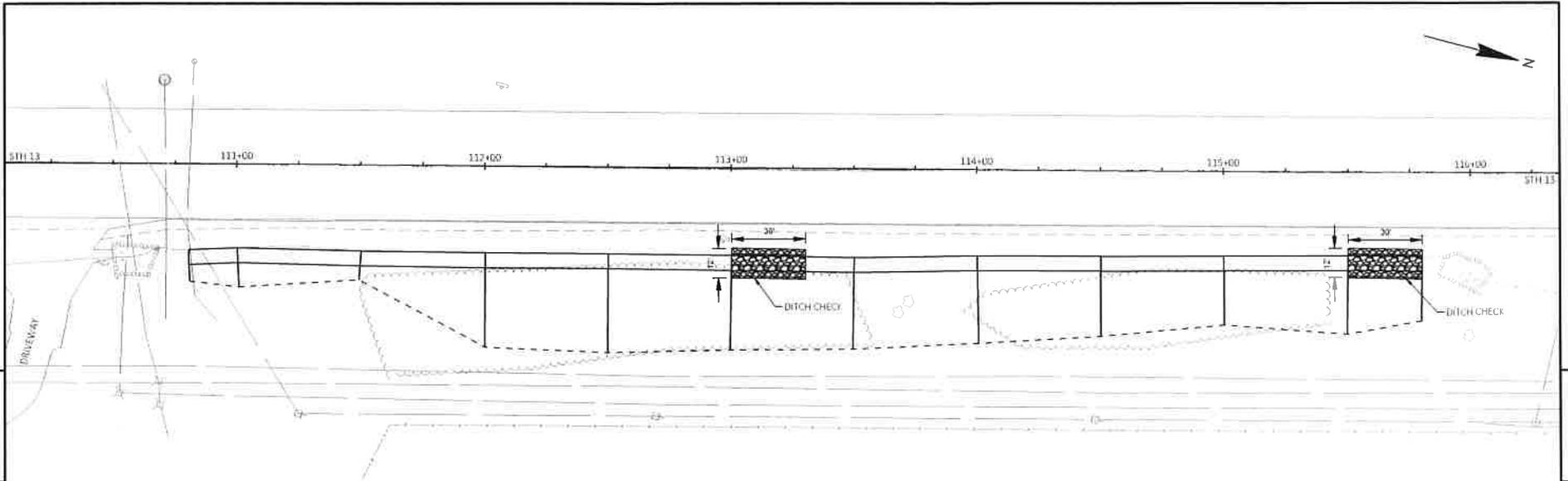
Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

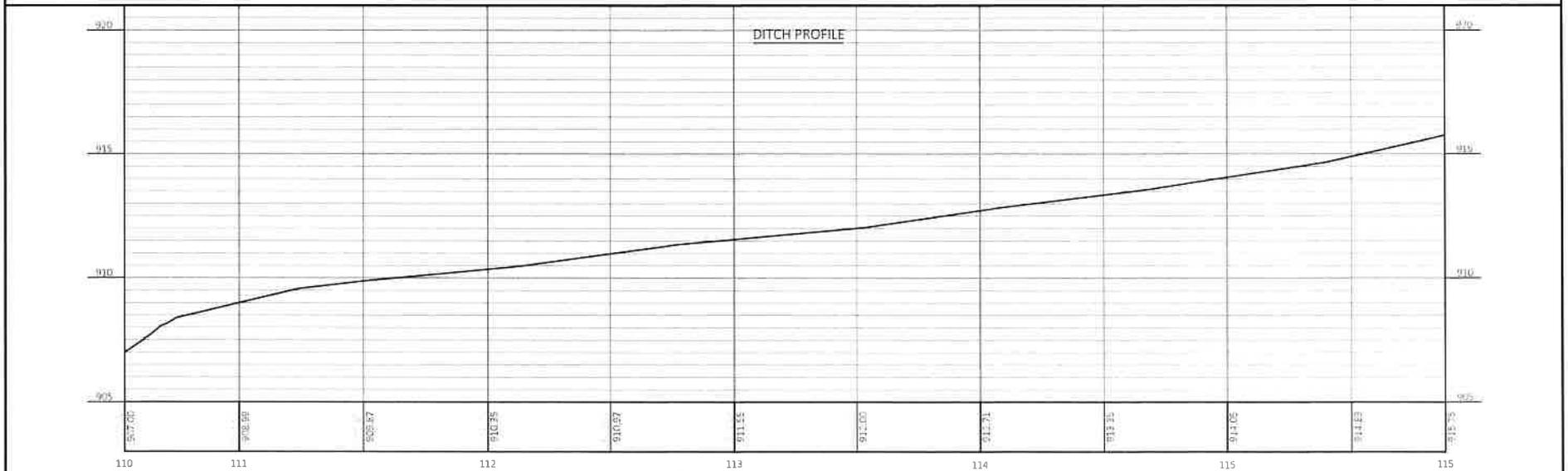
Signature \_\_\_\_\_

Printed Name \_\_\_\_\_



5

5



PROJECT NO: XXXX-XX-XX      HWY: STH 13      COUNTY: ADAMS      PLAN AND PROFILE: WOODSIDE RANCH DITCH WORK      SHEET

E

