

COMMON COUNCIL MEETING AGENDA

TUESDAY, DECEMBER 02, 2025 AT 7:00 PM

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

Virtual Meeting Info: https://us06web.zoom.us/join Meeting ID: 965 279 3780 Passcode: 53094 One tap mobile

+16469313860 https://us06web.zoom.us/j/9652793780?pwd=0glWdtrdiJJHznZXyVgAb9U8pNOstl.1

All public participants' phones will be muted during the meeting except during the public comment period. This meeting will be streamed live on YouTube at: https://www.youtube.com/c/WatertownTV

- 1. CALL TO ORDER
- 2. ROLL CALL
- 3. PLEDGE OF ALLEGIANCE
- 4. MINUTES OF COUNCIL MEETING HELD
 - A. Meeting minutes from November 18, 2025

5. COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT

Members of the public who wish to address the Council must register their request in writing before the meeting begins. Each individual who requests to address the Council will be permitted up to three minutes for their comments.

6. REPORTS

- A. Transit Commission minutes from October 20, 2025
- B. Plan Commission minutes from November 10, 2025
- C. Site Plan Review Committee Minutes from November 10, 2025
- D. Finance Committee minutes from November 10, 2025
- E. Finance Committee minutes from November 18, 2025
- F. RDA minutes from November 19, 2025

7. COMMUNICATION & RECOMMENDATIONS

8. NEW BUSINESS

- A. Review and take action: Committee Appointments
- B. Review and discuss: Jefferson County EMS Working Group Update
- C. Convene into closed session per §19.85(1)(g) to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved (Waiver of Conflict from von Briesen & Roper, S.C.)
- D. Reconvene into open session
- E. Review and take action: Execute Waiver of Conflict

9. MISCELLANEOUS BUSINESS

A. Payroll Summary - October 29 through November 11, 2025

10. ORDINANCES

A. Ord. 25-23 - Amend Section 453-6(B) Acquisition of facilities; rates and charges (Sponsor: Mayor Stocks From: Finance Committee, Second Reading)

B. Ord. 25-24 - Adopt the Planned Development (PD) Overlay District - General Development Plan (GDP) for The Oxbow at 100 E. Division Street (PIN: 291-0815-0412-029) and 104 E. Division Street (PIN: 291-0915-3343-053) (Sponsor: Mayor Stocks From: Plan Commission, First Reading)

11. RESOLUTIONS

- A. Exh. 9801 Resolution to Enter into a Lease for an Airport Hangar Pad Located at 1820 River Drive, PIN: 291-0815-0931-001 (Sponsor: Mayor Stocks From: Plan Commission)
- B. Exh. 9802 Resolution to participate in WEM Pre-Disaster Flood Resilience Grant for Westside Creek System Study (Sponsor: Mayor Stocks From: Finance Committee)
- C. Exh. 9803 Resolution to enter into contract with Passenger Transit Inc. for Shared-Ride Taxi Services January 1, 2026 - December 31, 2027 (Sponsor: Mayor Stocks From: Finance Committee)
- D. Exh. 9804 Resolution enter into lease with Passenger Transit Inc. For Shared-Ride Taxi Service Vehicles January 1, 2026 December 31, 2027 (Sponsor: Mayor Stocks From: Finance Committee)
- Exh. 9805 Resolution to apply for capital grant from Department of Transportation for 2026 fleet purchases for Shared-Ride Taxi Service (Sponsor: Mayor Stocks From: Finance Committee)
- Exh. 9806 Resolution to apply for operating grant from Department of Transportation for 2026 Shared-Ride Taxi Service (Sponsor: Mayor Stocks From: Finance Committee)

12. COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT

Each individual who requests to address the Council will be permitted up to three minutes for their comments and must fill out the sign in sheet provided.

13. ADJOURNMENT

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

Any invocation that may be offered before the official start of the Council meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker.

Common Council Minutes Tuesday November 18, 2025

CALL TO ORDER

Mayor Stocks called the regular meeting of the City of Watertown Common Council to order at 7:03 p.m. on Tuesday, November 18, 2025. This meeting was open for attendance in the council chambers as well as virtually.

ROLL CALL

Roll call indicated the following Alderpersons present: Ald. Davis, Lampe, Berg, Bartz, Blanke, Smith, Arnett, Wetzel and Moldenhauer (virtual). City staff present were Fire Chief Tanya Reynen, Police Captain John Caucutt, City Attorney Ali Panagopoulos, Finance Director Mark Stevens, Streets Superintendent Stacy Winkelman (virtual), Public Works Director Andrew Beyer, Water/Wastewater Director Pete Hartz, Peg Checkai Library Director, Health Director Carol Quest, and City Clerk Megan Dunneisen.

PLEDGE OF ALLEGIANCE

The Council recited the Pledge of Allegiance to the American Flag.

MINUTES OF PRECEDING MEETING

Mayor Stocks inquired if there were additions or corrections to minutes of the Common Council meeting held Tuesday, November 4, 2025. There being none, Ald. Berg moved to approve, seconded by Ald. Smith and carried by unanimous voice vote.

COMMENTS & SUGGESTIONS FROM CITIZENS PRESENT

No comments were received.

PUBLIC HEARING

Mayor Stocks opened the public hearing for the 2026 Proposed Budget at 7:04 pm. After waiting for members of the public to comment, and there being none, Ald. Smith made a motion to reduce account 01-55-11-46 (Library Contribution) in the General Fund by \$100,000.00, increase account 01-54-31-60 (Streets Capital Outlay) in the General Fund by \$100,000.00 and reduce account 05-58-11-69 (Annual Streets) in Fund 5 by \$100,000.00, seconded by Ald. Moldenhauer. Ald. Lampe made a motion to amend the original motion to have the \$100,000.00 reduction come from the Contingency Fund reducing it to \$126,000.00 from \$226,000.00, instead of account 01-55-11-46 (Library Contribution), seconded by Ald. Bartz and failed by roll call vote: Yes-3 (Lampe, Bartz, Wetzel); No-6 (Berg, Blanke, Smith, Arnett, Moldenhauer, Davis); Abstain-0. Orginal motion carried by roll call vote: Yes-5 (Smith, Arnett, Moldenhauer, Berg, Blanke); No-4 (Wetzel, Davis, Lampe, Bartz); Abstain-0.

Peg Checkai, Library Director; Danielle Bailey, Library employee; John Kaddish of 204 W. Main Street; Barb Weiss of 1118 Riverview Lane; and Barbara Phelps of 119 S. Church Street spoke in opposition to the motion to reduce the library contribution.

There being no further comments Mayor Stocks closed the public hearing at 8:34 pm.

REPORTS

(Complete minutes are open for public inspection in the Finance/Clerk Department.)

The following reports were received and filed: Housing Authority minutes from September 24, 2025, Licensing Board minutes from October 8, 2025, WMSP Board of Directors minutes from October 21, 2025, Finance Committee minutes from October 27, 2025, Public Safety & Welfare minutes from November 5, 2025, Tourism minutes from November 13, 2025.

COMMUNICATIONS & RECOMMENDATIONS

Watertown Fire Department September report was presented.

Fire Chief Reynen gave recognition to Greg Wellach with the Fire Department for twenty years. Mayor Stocks gave recognition to Andrew Beyer with Department of Public Works for five years, and Aaron Giles with DPW Wastewater for five years.

NEW BUSINESS

Ald. Lampe made a motion to reduce accounts 05-58-11-69 Annual Streets and 05-51-71-70 Municipal Building by \$50,000 each, for a total reduction of \$100,000, seconded by Ald. Davis. Ald. Lampe, with the consent of the seconder, requested to withdraw the motion. There being no objections, the motion was withdrawn.

Ald. Lampe made a motion to reduce account 05-51-71-70 Municipal Building by \$100,000.00, seconded by Ald. Davis. The motion failed, due to needing 2/3 vote, by: Yes-5 (Davis, Lampe, Blanke, Arnett, Moldenhauer); No-4 (Berg, Bartz, Smith, Wetzel); Abstain-0.

MISCELLANEOUS BUSINESS

Payroll Summary - October 15 through October 28, 2025, Paid Invoices Report - October 2025, Cash and Investments - October 31, 2025, were presented and approved.

Ald. Wetzel made a motion to approve the appointment of Mike Kujawski – serving his first partial term expiring August 1, 2028, replacing Jennifer Walter, to the Watertown Housing Authority, seconded by Ald. Arnett and carried by unanimous voice vote.

LICENSES:

Ald. Bartz made a motion to approve the application for a "Class B" Malt and Liquor license from JP Watertown Bowl LLC DBA Watertown Bowl North (Bakul Desai, Agent) located at 766 N Church Street for licensing year July 1, 2025 - June 30, 2026 conditioned on passed city inspections and surrender of the current license issued to the premises, seconded by Ald. Arnett and carried by voice vote with Ald. Blanke abstaining.

Ald. Bartz made a motion to approve the application for a "Class B" Malt and Liquor license from JP Watertown Bowl LLC DBA Watertown Bowl 18 (Bakul Desai, Agent) located at 102 W. Cady Street for licensing year July 1, 2025 - June 30, 2026 conditioned on passed city inspections and surrender of the current license issued to the premises, seconded by Ald. Arnett and carried by voice vote with Ald. Blanke abstaining.

Ald. Blanke made a motion to approve the application for a "Class B" Malt and Liquor license from The Goose & Gander LLC DBA The Goose & Gander (Lydia Sobol, Agent) located at 200 N. Second Street for licensing year July 1, 2025 - June 30, 2026 (FKA Elias Inn) conditioned on a Successor Conditional Use permit being filed and passed city inspections, seconded by Ald. Bartz and carried by unanimous voice vote.

Ald. Blanke made a motion to approve the application for a "Class B" Malt and Liquor license from CSP Enterprises LLC DBA Bismarck's Main Street Bar (Christopher Paulsen, Agent) located at 103/105 E. Main Street for licensing year July 1, 2025 - June 30, 2026 (FKA Bismarck's Main Street Bar & Grill) conditioned on a Successor Conditional Use permit being filed, EIN letter being submitted, passed city inspections, and surrender of the current license issued to the premises, seconded by Ald. Moldenhauer and carried by unanimous voice vote.

ORDINANCES

Ord. 25-23 - Amend Section 453-6(B) Acquisition of facilities; rates and charges (Sponsor: Mayor Stocks From: Finance Committee First Reading). Ald. Arnett moved for adoption of ordinance 25-23 on its first reading, seconded by Ald. Wetzel and carried by roll call vote: Yes-8; No-1 (Berg); Abstain-0.

RESOLUTIONS

Resolutions below are listed in order of the agenda but may not be the order by which they were taken up at the Council meeting. Exh. 9800 - Resolution to enter into the 2026-2027 Service Agreement between the City of Watertown, Wisconsin and the Watertown Humane Society (Sponsor: Mayor Stocks From: Finance Committee). Ald. Berg moved to adopt resolution 9800, seconded by Ald. Davis and carried by roll call vote: Yes-9; No-0; Abstain-0.

Section 4, Item A.

COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT

No comments were received.

<u>ADJOURNMENT</u>
There being no further business to come before the Council at this time, Ald. Moldenhauer moved to adjourn, seconded by Ald. Wetzel, and carried by unanimous voice vote at 9:20 p.m.

Respectfully Submitted,

Megan Dunneisen, City Clerk

DISCLAIMER: These minutes are uncorrected; any corrections will be noted in the proceedings at which these minutes are approved. Complete minutes are open for public inspection in the Clerk's Office. Video recording available at Watertown TV's YouTube page: https://www.youtube.com/c/WatertownTV



TRANSIT COMMISSION MEETING MINUTES

MONDAY, OCTOBER 20, 2025 AT 5:00 PM

WATERTOWN MUNICIPAL BUILDING, 106 JONES STREET, ROOM 2044

The Transit Commission met on the above date and time in person and virtually with the following members present: Tom Hahn, Michelle Bainbridge, David Applegarth, Laurie Grosenick, and Ald. Smith (left at 5:29pm). Also in attendance was City Clerk Megan Dunneisen.

1. CALL TO ORDER - Chair Hahn called the meeting to order at 5:00 pm

2. REVIEW & APPROVE MINUTES

A. Ald. Smith made a motion to approve the Transit Commission minutes from August 18, 2025, second by Applegarth and carried by unanimous voice vote.

3. COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT - None

4. REVIEW RIDERSHIP / FINANCIAL STATISTICS

A. Taxi Stats were presented. Ald. Smith noted increased ridership.

5. BUSINESS

- A. Clerk Dunneisen gave an update on the status of proposals for Shared-Ride Taxi Services RFP noting that WisDOT was in the process of review and once complete notice of intent to award will be issued.
- B. Clerk Dunneisen gave an update on the recent Transit Van Procurement noting that the van was being put into service later this week.
- C. Clerk Dunneisen gave an update on the Transit Van accident on 10-16-2025 no injuries and repairs to vehicle are covered under Passenger Transit insurance coverage.
- D. Discussion on possible decrease to local share funding for the Transit System. Future discussion on rates and services hours to be discussed at next meeting.

6. REVIEW QUARTERLY REPORTS

- A. Vehicle Maintenance Report was presented.
- B. Watertown Transit Mechanic Report not present.
- C. Driver Logs No Incidents for the 3rd QTR.
- D. Watertown Transit Employee Reports –not present.
- E. Complaint Log was presented.
- 7. SET NEXT MEETING DATE November 17 5:00pm
- **8. ADJOURNMENT –** Grosenick made a motion to adjourn, second by Bainbridge and carried by unanimous voice vote at 5:46 pm.

Respectfully Submitted,

Megan Dunneisen, City Clerk

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PLAN COMMISSION MINUTES November 10, 2025

The Plan Commission met at 4:33 p.m. on the above date in the Council Chambers.

The following members were present: Mayor Stocks, Alderman Blanke, Beyer, Kneser, Krueger (virtual), Lampe, Levi, Zirbes

Also in attendance: Margie Walsh, Jeff Walsh, Brad Grooms, and Mark Tomashek

- 1. Call to order (4:31pm)
- 2. Approval of Minutes
 - A. Plan Commission minutes October 27, 2025

Motion to approve Plan Commission minutes dated October 27th was made by Kneser and seconded by Levi, passed on unanimous voice vote.

3. Business

A. Public Hearing: 1040 Richards Avenue— request for a Conditional Use Permit (CUP) for an exception to allowed exterior building materials under Exterior Construction Materials Section § 550-121F

Margie Walsh was present to answer any questions on the application.

B. Review and take action: 1040 Richards Avenue— request for a Conditional Use Permit (CUP) for an exception to allowed exterior building materials under Exterior Construction Materials Section § 550-121F

The applicant is requesting to put a corrugated steel shed on their property and a CUP is required due to steel siding being prohibited in the city code. Levi had a question on the color, size and use of the shed. Blanke asked for clarification on the location of the shed on the property.

Motion to approve the CUP was made by Blanke, seconded by Lampe and passed on a unanimous voice vote.

- C. Review and take action: 115 Hyland Street Certified Survey Map (CSM) Request Brian Zirbes presented the request for a CSM for 115 Hyland Street to combine three lots into one. Lampe asked if there were plans for the property and the surveyor answered the owner plans to build a garage on the property. Motion to approve with the CSM with the condition that the drainage easement from
 - 1924 on the southern part of the property be added was made by Blanke, seconded by Beyer and passed on a unanimous voice vote.
- D. Review and take action: N8451 Hustisford Road Extraterritorial Certified Survey Map (ET CSM) Request

Brian Zirbes presented the request for a CSM for N8451 Hustisford road noting that the proper right of way was noted on the CSM.

Motion to approve with the condition that the signature line for the mayor and clerk be added was made by Blanke, seconded by Lampe and passed on a unanimous voice vote.

E. Review and take action: 1838 River Drive Hanger Lease and Building Review

Brian Zirbes presented the request for a lease for a new airport hangar. He noted that the address for the hangar should be 1820 rather than 1838. Levi asked if the lease has

already been approved by the Airport Commission and Zirbes noted that it was. Beyer asked if the lease goes next to the council or to finance and then council. Mayor Stocks will get clarification and have it brought to the proper agenda.

Motion to approve with the condition that the address be changed to 1820 was made by Levi, seconded by Kneser and passed on a unanimous voice vote.

All materials discussed at this meeting can be found at:

https://core-docs.s3.us-east1.amazonaws.com/documents/asset/uploaded_file/5330/COW/6126983/November_10 2025
Plan Commission Meeting Packet.pdf

4. Adjournment

Motion to adjourn was made by Lampe and seconded by Kneser and passed on a unanimous voice vote. (4:47pm)

Respectfully Submitted,

Alderman Brad Blanke

SITE PLAN REVIEW COMMITTEE November 10, 2025

The Site Plan Review Committee met on the above date at 1:30 P.M. in the Council Chambers on the second floor of City Hall. The following members were present: Mayor Robert Stocks, Brian Zirbes – Building, Safety & Zoning, Maureen McBroom – Stormwater, Nathan Williams – Engineering, Laura Bohlman – Police Department, Stacy Winkelman – Streets and Solid Waste, Kristine Butteris – Parks, Mike Zitelman – Water/Wastewater, and Manager of Economic Development and Strategic Initiatives Deb Sybell.

Also in attendance were Nikki Zimmerman and Josh Holland.

1. Call to Order

The meeting was called to order by Chairperson Brian Zirbes.

2. Approval of Minutes

A. Review and take action: Site Plan Review Minutes Dated October 13, 2025

Motion was made by Mike Zitelman and seconded by Kristine Butteris to approve the minutes as submitted. Unanimously approved.

3. Business

A. Review and take action: 1838 River Road Site/Building Review

Josh Holland of Holland Builders, LLC was present to explain the proposed project. The proposal is for an airplane hangar pad on the property.

The following was presented by staff:

Fire: Not present but submitted an email stating that there are no concerns with this project.

Building: Not present but submitted an email stating that there are no concerns with this project.

Police: No comments.

Mayor: No comments.

Stormwater: No concerns. The erosion control will be covered under the building permit and stormwater

management is covered under the Airport Master Plan.

Engineering: No comments.

Zoning: The address should be 1820 River Drive.

Parks & Rec: No comments.

Water/Wastewater: No comments.

Streets/Solid Waste: No comments.

Motion made by Stacy Winkelman and seconded by Kristine Butteris to approve this item and forward to Plan Commission.

Unanimously approved.

4. Adjournment

Motion was made by Mayor Stocks and seconded by Laura Bohlman to adjourn. Unanimously approved.

Respectfully submitted, Nikki Zimmerman, Recording Secretary

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FINANCE COMMITTEE MEETING MINUTES MONDAY, NOVEMBER 10, 2025, AT 5:30 PM

CITY HALL COUNCIL CHAMBERS, 106 JONES ST, WATERTOWN, WI 53094

Finance Committee members present: Mayor Stocks, Alderpersons Berg, Davis, and Smith Others present: Finance Director Stevens (video), Public Works Director Beyer, Water Systems Manager Hartz, Park/Rec Director Butteris, Ald. Bartz

- 1. Mayor Stocks called the meeting to order at 5:31 pm.
- 2. Ald. Davis, seconded by Ald. Smith, moved to approve the **minutes from October 27**; unanimously approved.
- A service agreement for the Watertown Humane Society for 2026-2027 was presented for review. Ald. Davis motioned to approve the agreement, seconded by Ald. Smith. Unanimously approved.
- 4. Mr. Beyer summarized the recent **storm water utility rate study**, last completed in 2019 (2020 was last rate increase). Consultant Ruekert & Mielke created initial alternative rate scenarios to Public Works Commission. The committee requested revisions to the alternatives. The Public Works Commission has recommended adoption of the revised Alternative 2, and Public Works staff agrees with this approach that includes a five-year rate increase schedule. A single-family bill will rise approximately 9% in 2026. This plan will require some equipment replacement deferment, and implementation of the 2024 flood control plan will take more than 40 years. Industry standards (AWWA metric) suggest that a storm water utility's fund balance is 100% of annual operating expenses. A motion was offered by Ald. Davis, supported by Ald. Smith, and approved 3:1.
- 5. **Water Systems** Manager Hartz presented a request for **step increases in pay** for seven employees who have recently completed certifications and/or licensing. Ald. Smith motioned, seconded by Ald. Berg, to approve the following requests to be effective with the beginning of the pay period beginning October 29.
 - a. Jake Nehls: g/s H9 [\$29.70] to g/s H10 [\$30.39]
 - b. Jay Pirkel: g/s F8 [\$24.17] to g/s F9 [\$29.74]
 - c. Peter Brunner: g/s J4 [\$30.61] to g/s J6 [\$32.23]
 - d. Ryan Miller: g/s J4 [\$30.61] to g/s J5 [\$31.42] (note: current g/s corrected when reviewed by payroll staff)
 - e. Edward Groves: g/s J1 [\$28.20] to g/s J4 [\$30.61]
 - f. Nathan Pate: g/s G1 [\$22.16] to g/s G3 [\$23.42]
 - g. Allyssa Klink: g/s K1 [\$30.23] to g/s K2 [\$31.09]

Unanimously approved.

6. Mr. Stevens explained the **tax collection changes** that will be required **starting in late 2026** for next year's tax bill creation and collections. We will be advertising these changes in this year's property tax bill to provide a year's advance notice to all parcel owners.

- a. The number of payment installments will be modified <u>from three to two</u>. The two due dates are January 31, 2027, and July 31, 2027.
- b. The City will collect only the first installment for all parcels through January 31, 2027.
- c. All payments made starting February 1, 2027, will be collected by the Treasurer's offices in the two counties.
- 7. Ald. Davis, supported by Ald. Berg, motioned to convene into **closed session** per §19.85(1)(g) to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved (**Indoor Pool**). Motion unanimously approved through voice vote.
- 8. After reconvening into open session, Ald. Davis moved, seconded by Ald. Berg, to convene into **closed session** per § 19.85(1)(e) when deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session (**2026 PD Union Contract**). Motion unanimously approved through voice vote.
- 9. The meeting reconvened into open session.
- 10. Finance Committee adjournment. Ald. Berg moved, seconded by Ald. Smith, to adjourn the Finance Committee at 6:59 p.m., and was carried by unanimous voice vote.

Respectfully submitted,

Mark Stevens, Finance Director

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FINANCE COMMITTEE MEETING MINUTES TUESDAY, NOVEMBER 18, 2025, AT 6:45 PM

CITY HALL COUNCIL CHAMBERS, 106 JONES ST, WATERTOWN, WI 53094

Finance Committee members present: Mayor Stocks, Alderpersons Berg, Davis, Lampe, and Smith Others present: Finance Director Stevens, Public Works Director Beyer, Water Systems Manager Hartz, Public Health Director Quest, Attorney Panagopoulos, Fire Chief Reynen

- 1. Mayor Stocks called the meeting to order at 6:48 pm.
- Water Systems Manager Hartz presented a request to promote Jodi Buska into position of **Utility** Billing Coordinator at g/s H6 [\$27.63]. Ald. Lampe moved, seconded by Ald. Berg, to approve the
 request. Unanimously approved.
- 3. Finance Committee adjournment. Ald. Berg moved, seconded by Ald. Smith, to adjourn the Finance Committee at 6:51 p.m., and was carried by unanimous voice vote.

Respectfully submitted,

Mark Stevens, Finance Director

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Turning Opportunity into Results

Wednesday, November 19, 2025, 6:00 pm In-PERSON/VIRTUAL MEETING Room 2044, City Hall

By Phone or Zoom Meeting:

- 1. Pledge of Allegiance
- 2. Roll Call
 - A. Present: Deb Sybell, Steve Board, Ryan Wagner, Jacob Maas, & Ald. Berg.
 - B. Virtual: Ald. Arnett and Dave Zimmermann
 - C. Absent: Todd Huhn
 - D. Other attendees: Stefanie Broere, John Kadish, Danielle Bailey, Zach Goodrich called in.
- 3. Determination of Quorum and Call to Order at 6:10 pm
- 4. Approval of meeting minutes
 - A. Regular board minutes 10.15.25.

Board motioned to approve

Maas seconded the motion. Motion carried unanimously.

- 5. Public Comment
 - A. None
- 6. Old Business:
 - A. Review and discuss: Update RDA website
 - a. Bios have been updated, new pictures have been taken and will be posted,
 - B. Review and discuss: Development
 - a. Riverwalk Funding opportunities and prioritization
 - i. Jeff Stone with Kapur will be presenting at the December meeting about funding options. Forward Community Investments was also invited to present funding options.
 - b. 111 S Water St
 - i. Renewed developer interest
 - c. 1911 Gateway Dr
 - There was an accepted offer on the property. The anticipated closing date is December.
 Multifamily units will be built. TID is being explored.
 - d. Oxbow
 - An anticipated schedule was shared, with consideration by the common council anticipated on January 20th. For the first reading, and February 3rd for the second reading.
- 7. New Business:
 - A. RDA/CDA

RDA STRATEGIC PRIORITIES

- 1) 100 W. Main St. block demolition,
 Town Square design etc., and publicizing
 town square project
 for possible funding from sources other
 than the City.
 - 2) Facilitating quality development in downtown, and
- 3) Creating an approach and working to attract development projects downtown.

a. Discussion about becoming a Community Development Authority with functions and responsibilities of RDA and Housing Authority absorbed into the new entity. Board needs more information. The RDA will revisit as a discussion item at Dec. RDA board meeting.

8. Status Reports:

A. Beltz Foundation Grants:

a. Wagner updated on grants approved, pending applications, funding still available, and conversations with Dr. Beltz about renewing the program.

B. Social media/messaging report:

a. The board reviewed the submitted report from Lisa Famularo. No comments.

C. Council update:

a. Ald. Berg updated on the city budget and that Steph Juhl will be leaving and the RDA, Tourism, and Main Street Program will be looked to for Town Square programming in the future.

D. Future Items:

- a. Items for next agenda:
 - i. Discuss the CDA/RDA
 - ii. Wagner to update on grants
 - iii. Kapur will be presenting funding options
 - iv. Email Deb with any other items
- b. Next meeting is December 17, 2025, at 6 pm
- 9. Adjournment at 7:00 pm

Steve Board motioned to adjourn.

Jacob Maas seconded the motion. Motion carried unanimously. Meeting adjourned.





Office of the Mayor Robert Stocks

TO: MEMBERS OF THE COMMON COUNCIL

I would appreciate your consideration of the following appointments:

Police and Fire Commission

Bill Maron – serving partial term expiring May 1, 2027 - replacing Cassandra Wagner.

Thank you for your consideration.

Robert Stocks, Mayor

FIRE DEPARTMENT

Section 8. Item B.



Main Office 920-261-3610 Tanya Reynen 920-206-4243

MEMO

TO: Mayor and Members of Common Council

FROM: Chief Reynen

DATE: November, 2025

RE: Jefferson County EMS Working Group - Update

Background

The Jefferson County EMS Working Group is a countywide initiative designed to strengthen collaboration and sustainability in emergency medical services. Chief Reynen was appointed by former Mayor McFarland to represent the City of Watertown in this work group in September 2024. The group was established following recognition that rising costs, staffing challenges, and inconsistent service models require a coordinated, data-driven approach to EMS delivery. The effort is supported by the University of Wisconsin–Madison's UniverCity Alliance, which has engaged graduate-level students from programs such as Public Health, Business Analytics, and GIS to assist with data collection, analysis, and implementation planning.

The Working Group has organized its objectives into three strategic categories:

- Operational Consistency and Coordination assessing options for standardized dispatch systems, consistent medical direction, countywide billing processes, and stabilization of jurisdictional boundaries to improve service reliability and interoperability.
- Funding and Financial Sustainability determining the true cost of EMS delivery across the county, evaluating potential county-level support mechanisms, standardizing billing rates, and exploring unified contract structures that balance local control with shared efficiency.
- Service Quality and Scalability ensuring adequate staffing to maintain coverage, identifying opportunities to expand paramedic-level care throughout Jefferson County, and developing strategies for long-term scalability as population growth and service demands evolve.

Initial survey results presented in June 2025 revealed common priorities across all EMS agencies: financial sustainability, equitable service levels, workforce recruitment and retention, and the need for consistent training and operational standards. Agencies reported challenges related to variable contract terms, inconsistent funding formulas, and difficulty maintaining full-time coverage in smaller districts. The Working Group reviewed successful models from other Wisconsin counties—such as Portage, Door, Marquette, and Lafayette—to understand how hybrid or county-supported systems might translate to

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Jefferson County. These models demonstrate diverse approaches to balancing autonomy with coordinated countywide support, including shared billing systems, county medical direction, and formula-based funding allocations.

The UniverCity Alliance will continue its partnership through 2026, utilizing student research projects to address specific countywide questions, including the feasibility of Emergency Medical Dispatch (EMD) implementation, standardized billing, data-driven boundary optimization, and sustainable funding formulas that account for service levels and call demand. The group will also evaluate staffing models and recruitment incentives aimed at strengthening the EMS workforce pipeline. The next major deliverable will be a comprehensive report in late 2026 summarizing findings, data models, and recommendations for county consideration.

Financial Impact

At present, there is no immediate financial impact to the City of Watertown. The City's participation in this Working Group positions us strategically to anticipate and influence any future county recommendations that could affect local EMS budgets, resource allocation, or contractual obligations. Potential long-term impacts may include revised funding formulas, shared service models, or grant opportunities to support implementation of countywide systems. By remaining engaged, Watertown ensures its interests are represented in discussions that could shape future EMS cost structures and service delivery models.

Recommendation

It is recommended that the City of Watertown continues its active participation in the Jefferson County EMS Working Group. This engagement provides a voice for Watertown's municipal and operational priorities while helping to build a more resilient, equitable, and sustainable EMS system across the county. Ongoing collaboration will allow the City to align its long-term planning efforts with regional strategies, explore shared efficiencies, and ensure that any proposed county-level models reflect both the operational realities and fiscal responsibilities of the communities we serve. Regular updates will continue to be provided as the Working Group progresses through its research, data analysis, and policy development phases. If you have thoughts, or questions please feel free to reach out.

WATERTOWN PAYROLL SUMMARY

For the Period of: 10/29/2025 11/11/2025

| Department | Empl FT | loyees PT | Regular Hours | Regular this Pay Period | Y-T-D Regular Actual | Annual Regular Budget | Overtime Hours | Overtime this Pay Period | Y-T-D Overtime Actual | Annual Overtime Budget |
|-----------------------|------------|--------------|------------------|-------------------------------|----------------------------|-----------------------------|-------------------|--------------------------------|-----------------------------|------------------------------|
| Administration | 2 | 3 | 269 | 9,259 | 211,280 | 280,186 | - | - | - | - |
| Alderpersons (2nd PR) | - | 9 | 9 | 4,848 | 53,012 | 58,182 | - | - | - | - |
| Attorney | 2 | 1 | 220 | 7,929 | 166,980 | 206,154 | - | - | - | - |
| Bldg. Inspection | 3 | 3 | 283 | 10,007 | 238,027 | 273,519 | - | - | - | - |
| Crossing Guards | - | 10 | 107 | 1,204 | 21,122 | 36,855 | - | - | - | - |
| Engineering | 5 | 4 | 485 | 12,370 | 17,390 | 25,865 | - | - | - | - |
| Finance | 6 | - | 433 | 14,151 | 356,549 | 423,962 | - | - | 1,493 | 1,500 |
| Fire | 30 | 2 | 3300 | 93,106 | 2,092,762 | 2,360,550 | 410 | 18,243 | 293,450 | 170,000 |
| Forestry | 2 | - | 160 | 4,568 | 128,280 | 118,759 | - | - | - | - |
| Health | 8 | 3 | 738 | 25,166 | 616,075 | 771,408 | - | - | - | 3,000 |
| Library | 8 | 13 | 1059 | 25,136 | 562,970 | 703,546 | - | - | 57 | - |
| Mayor | 1 | - | 80 | 3,563 | 80,521 | 92,635 | - | - | - | - |
| Media | 2 | 3 | 186 | 4,997 | 112,729 | 243,156 | - | - | - | - |
| Municipal Building | 1 | - | 80 | 1,934 | 43,572 | 50,274 | - | - | 517 | 1,546 |
| Municipal Court | 1 | 1 | 100 | 3,359 | 75,029 | 89,701 | - | - | - | - |
| Park | 9 | - | 720 | 18,701 | 439,337 | 524,377 | - | - | 6,621 | 11,500 |
| Park/Rec Admin | 6 | 1 | 449 | 15,064 | 388,362 | 484,590 | 13 | 426 | 492 | 520 |
| Police | 52 | 1 | 4206 | 157,134 | 3,411,406 | 4,144,940 | 231 | 13,037 | 294,123 | 183,000 |
| Police Reserve | - | 3 | 4 | - | 15,025 | 10,000 | - | - | - | - |
| Recreation and Pools | - | 32 | 242 | 3,075 | 196,962 | 181,562 | - | - | 5,416 | 3,038 |
| Solid Waste | 8 | - | 640 | 16,009 | 310,897 | 418,283 | - | - | 1,557 | 3,000 |
| Street / Storm Water | 23 | 1 | 1869 | 57,935 | 1,349,355 | 1,670,526 | - | 16 | 11,182 | 35,500 |
| Wastewater | 11 | - | 880 | 27,923 | 601,830 | 748,287 | 15 | 684 | 17,363 | 19,000 |
| Water Dept. | 11 | - | 880 | 30,718 | 641,184 | 772,635 | 10 | 417 | 10,085 | 47,000 |
| TOTALS | 191 FT | 90 PT | 17397 | \$548,157 | \$12,130,656 | \$14,689,951 | 678 | \$32,823 | \$642,356 | \$478,604 |

ORDINANCE TO AMEND SECTION 453-6(B) OF THE CITY OF WATERTOWN GENERAL ORDINANCES

SPONSOR: MAYOR STOCKS FROM: FINANCE COMMITTEE

WHEREAS, the City of Watertown Stormwater Utility rates were last updated in 2020; and,

WHEREAS, the City retained Ruekert & Mielke, Inc. to review the current rates and evaluate the financial health of the utility; and

WHEREAS, Ruekert & Mielke, Inc., after presenting three initial rate alternatives and receiving questions and direction from the Public Works Commission, refined those alternatives and presented three revised options, with Revised Alternative 2 recommended by both staff and the consultant as the most appropriate to maintain the utility's financial stability; and

WHEREAS, the Public Works Commission and the Finance Committee have reviewed and approved the recommended rate adjustment, which supports the ongoing operations and planned capital projects of the Stormwater Utility.

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

SECTION 1. Section 453-6(B) Acquisition of facilities; rates and charges is hereby amended as follows.

- § 453-6. Acquisition of facilities; rates and charges.
- B. Rates and charges. Rates and charges for the City of Watertown Stormwater Management Utility are as follows:
 - (1) ERU definition. One volume equivalent runoff unit (ERU) shall be equal to 2,900 square feet of impervious surface area. The number of ERUs assigned to each parcel shall be rounded to the nearest 0.50 ERU.

| Service Charge Rates | | | | | | |
|---|---|----------------------------------|-------------------------------------|--|--|--|
| Customer Class | Monthly Administrative Charge per Customer | Monthly Volume Charge per ERU | Monthly Pollutant Charge per ERU | | | |
| Single-family, condominium and duplex residential | \$2.13 \$2.11 | \$5.61 \$6.49 | \$4.78 \$4.88 | | | |
| Public authority | \$2.13 | \$5.61 | \$2.64 | | | |
| Multifamily residential | \$2.13 \$2.11 | \$5.61 \$6.49 | \$3.63 \$3.71 | | | |
| Commercial | \$2.13 \$2.11 | \$5.61 \$6.49 | \$5.14 \$5.26 | | | |
| Industrial | \$2.13 \$2.11 | \$5.61 \$6.49 | \$4.24 \$4.33 | | | |
| Institutional & Public Authority | \$2.13 \$2.11 | \$5.61 \$6.49 | \$2.64 \$2.69 | | | |

SECTION 2. All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed.

SECTION 3. This ordinance shall take effect and be in force on January 1, 2026.

| DATE: | | nber 18, 025 | December 2, 2025 | | |
|-----------------|-----|-----------------|---------------------|----|--|
| READING: | 1ST | | 2ND | | |
| | YES | NO | YES | NO | |
| DAVIS | | | | | |
| LAMPE | | | | | |
| BERG | | | | | |
| BARTZ | | | | | |
| BLANKE | | | | | |
| SMITH | | | | | |
| ARNETT | | | | | |
| WETZEL | | | | | |
| MOLDENHAUER | | | | | |
| MAYOR STOCKS | | | | | |
| TOTAL | | | | | |

| ADOPTEDDecember 2, 2025_ |
|----------------------------------|
| |
| CITY CLERK |
| APPROVED <u>December 2, 2025</u> |
| MAYOR |

ORDINANCE TO

ADOPT THE PLANNED DEVELOPMENT (PD) OVERLAY DISTRICT – GENERAL DEVELOPMENT PLAN (GDP)FOR THE OXBOW AT 100 E. DIVISION STREET (PIN: 291-0815-0412-029) AND 104 E. DIVISION STREET (PIN: 291-0915-3343-053)

SPONSOR: MAYOR STOCKS FROM: PLAN COMMISSION WITH POSITIVE RECOMMENDATION

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

SECTION 1. That Chapter 550, Zoning., Attachment 1 – Appendix A, Zoning Map Amendments., of the Code of the City of Watertown is hereby amended as follows:

The following flexibilities have been identified by the City of Watertown Plan Commission in regard to The Oxbow's Planned Development (PD) Overlay District - General Development Plan (GDP):

Flexibilities

- Multifamily Residential Land Use in the Central Business Zoning District.
- First Floor Residential in the Central Business Zoning District 17 units on the first floor above lower parking level.
- Two (2) Multifamily Apartment Buildings of 12 units or more on 2 separate lots with a zero-lot line wall one (1) 14-unit building & one (1) 51-unit building (65 units total).
- Maximum Gross Density 38.9 du /acre.
- Landscaping per Site Plan. (38% LSR)
- Minimum Lot Area 76,270 S.F. (46,311 S.F. & 28,154 S.F.)
- No buffer yard requirements.
- 108 total parking stalls.
- Direct access to a residential local or collector street, the lower parking level will have direct access to Cole Street. The surface parking lot will have direct access to Cole Street and Division Street. Vehicle traffic from both lots will utilize N Second Street.
- Off street driveway widths of 24'.
- Parking module widths of 42' single loaded & 60' double loaded.
- Dwelling Units per Acre 37.1
- Floor area ratio of 0.35
- Maximum building height not to exceed 63'-0".
- Minimum Waterway Overlay Zoning District setback of 58'.
- Zero Lot Line Access Points Internal access points between 2 (two) zero lot line buildings (hallways on resident levels and within the parking level).
- Exceed the Exterior Lighting Standards for the southern lot line of Lot 2 not exceed 0.50 footcandle above ambient lighting conditions on a cloudless night at the southern ROW line of Cole St.
- Additional signage per Site Plan.

The following conditions were identified by the City of Watertown Plan Commission and Site Plan Review Committee regarding The Oxbow Planned Development (PD) Overlay District - General Development Plan (GDP):

- 1. Knox Box installation.
- 2. Addresses assigned to each apartment unit.
- 3. Submittal and approval of a Fire Protection permit.

- 4. Submittal of letter from the state determining what type of wall is acceptable to connect the two structures.
- 5. Submittal and approval of an erosion control and stormwater permit.
- 6. All applicable easements must be shown on the Certified Survey Map (CSM)
- 7. State and Federal ADA requirements shown on plans.
- 8. A design element in the hallway that clearly shows the separation between the 2 buildings.
- 9. Signs being shown in their correct locations on plans.
- 10. Maximum building height shall not exceed 63'0".

SECTION 2. The Common Council of the City of Watertown approves The Oxbow Planned Development (PD) Overlay District - General Development Plan (GDP), inclusive of full and continuous compliance with the submittal documents, the list of flexibilities and conditions provided in the submittal, and with any conditions identified by City Staff and the Plan Commission

SECTION 3. This ordinance shall take effect and be in force the day after its passage and publication.

| DATE: | | mber 2, 025 | December 16, 2025 | | |
|-----------------|-----|----------------|----------------------|----|--|
| READING: | 1ST | | 2ND | | |
| | YES | NO | YES | NO | |
| DAVIS | | | | | |
| LAMPE | | | | | |
| BERG | | | | | |
| BARTZ | | | | | |
| BLANKE | | | | | |
| SMITH | | | | | |
| ARNETT | | | | | |
| WETZEL | | | | | |
| MOLDENHAUER | | | | | |
| MAYOR STOCKS | | | | | |
| TOTAL | | | | | |

| ADOPTED | December 16, 2025 |
|----------|-------------------|
| | |
| | |
| | CITY CLERK |
| | |
| APPROVED | December 16, 2025 |
| | |
| | |
| | MAYOR |

100 E. Division Street & 104 E. Division Street November 24, 2025 Public Hearing Summary:

Sandra Trego of Trego Architects stated concerns about the proposed Oxbow structure and how it would affect privacy and shading of the backyards of the properties to the north.

RESOLUTION TO ENTER INTO A LEASE FOR AN AIRPORT HANGAR PAD LOCATED AT

1820 RIVER DIVE, PIN: 291-0815-0933-002

SPONSOR: MAYOR ROBERT STOCKS FROM: PLAN COMMISSION

WHEREAS, the Airport Commission has approved the lease of the hangar pad located at 1820 River Drive, PIN: 291-0815-0933-002 and,

WHEREAS, the existing hangar pad is available for lease; and,

WHEREAS, the leasing of this hangar pad is in the best interest of the city; and,

WHEREAS, the Plan Commission approved the lease of this hangar pad.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF WATERTOWN, WISCONSIN:

The proper City Officials be and are hereby authorized to enter into the lease for the hangar pad located at 1820 River Drive, PIN: 291-0815-0933-002 a copy of which is attached hereto as Exhibit A.

| | YES | NO |
|--------------|-----|----|
| DAVIS | | |
| LAMPE | | |
| BERG | | |
| BARTZ | | |
| BLANKE | | |
| SMITH | | |
| ARNETT | | |
| WETZEL | | |
| MOLDENHAUER | | |
| MAYOR STOCKS | | |
| TOTAL | | |

| ADOPTED | December 2, 2025 |
|-----------|------------------|
| | |
| | |
| | CITY CLERK |
| | |
| APPROVED_ | December 2, 2025 |
| _ | |
| | |
| | MAYOR |

AIRPORT HANGAR LEASE

| This A | greement, made and entered into as of <u>October 30th</u> , 2025 by and between the City o | of |
|------------------|--|----|
| Watertown, Wisco | sin, a Wisconsin Municipal Corporation, hereinafter called the, "Lessor," and | |
| Brad Grooms | whose address is 1820 River Drive, Watertown, WI 53094, hereinafter called the | |
| "Lessee(s)." | | |

WHEREAS, the Lessor owns and operates an airport known as the Watertown Municipal Airport (hereinafter the "Airport") and Lessee is desirous of leasing from the Lessor a certain parcel of land, as improved, at the Airport, hereinafter more fully described, for the purpose of aircraft and aviation related equipment storage; and,

WHEREAS, the Lessee will use the below described property for the purpose of storing aircraft and aviation related equipment and shall conduct only such aircraft maintenance, storage and similar activities as related to its own aircraft and as performed by the Lessee or by regular, lawfully, pay-rolled employees of the Lessee, or bona fide contractors retained or hired by Lessee;

NOW, THEREFORE, for and in consideration of the rental charges, covenants and agreements herein contained, the sufficiency of foresaid consideration being deemed acceptable by the parties hereto, the Lessee does hereby lease from the Lessor the following premises, rights, and easements on and to the Airport upon the following terms and conditions.

- 1. **Property Description**: Hangar No. <u>C14</u>, consisting of land area of <u>64</u> feet by <u>76</u> feet totaling <u>4,864</u> square feet located at the Airport, hereinafter called the "premises."
- 2. Hangar Construction: The Lessee shall have the right to erect, maintain and alter buildings or structures upon the premises provided such buildings or structures conform to the building code requirements of the Wisconsin Department of Commerce and pertinent provisions of any local ordinance then-in effect. All plans for such buildings or structures shall be reviewed and approved in writing by the Lessor or Lessor's agent or representative, prior to construction or modification.
- 3. Term: The term of this lease shall commence on ______ and continue for twenty (20) years from said date. This agreement shall be reevaluated by the Lessor within said term no sooner, nor later, than, five (5) years following the commencement date and every five (5) years thereafter on the same day/month and rents shall be adjusted accordingly.
- 4. Rent: The Lessee agrees to pay to the Lessor for the use of the premises; rights and easements herein described a yearly rental of \$.11 cents (\$0.11) per square foot for the land leased, for the total annual charge payable on or before January 31st of each year during the term of this Lease. Failure on the part of the Lessee to pay the rent hereunder within thirty (30) days after the same shall become due, shall authorize the Lessor to provide written notice thereof issued to Lessee's last known or reasonably ascertainable post office address consistent with the terms of Paragraph 16 hereof. It is understood and agreed that the rental rate specified shall be subject to readjustment at the end of each five (5) years of this Lease, provided that any readjustment of rates shall be reasonable and applicable to all Ground Leases in good and active, binding standing with the Airport. Lessee shall have the right to terminate Lease upon written notice issued hereunder within fifteen (15) days of the effective date of any readjustment of rates under this Paragraph.
- 5. Non-Exclusive Use: The Lessee shall have the right to the non-exclusive use, in common with others, of the airport parking areas, appurtenances and improvements; the right to install, operate, maintain

and store, subject to the approval of the Lessor in the interest of safety and convenience of all concerned, all equipment necessary for the safe hangaring of the Lessee's aircraft; the right of ingress to and egress from the premises, which shall also extend to Lessee's employees, guests and patrons; the right, in common with others authorized to do so, to use common areas of the airport, including runways, taxiways, aprons, roadways, and other conveniences for the take-off, flying and landing of aircraft.

- 6. Storage and Use: Lessee shall have the right to store aircraft on the premises; however, Lessee shall not engage in any other business or operations without the express written consent of the Lessor. Lessee understands that a violation of this paragraph is a material default and breach of this Lease which gives the Landlord the rights set forth in Paragraph 16. Both light and heavy maintenance of Lessee's aircraft or related equipment, including operation of a workshop for same, and any other uses incidental or related to such aircraft, may be performed on the premises, but not on a for-hire or any similar basis. Lessee agrees that Lessee shall use the premises for no other purposes without first obtaining the express written approval of the Lessor.
- 7. Fuel Storage and Hazardous Materials: Lessee shall not store or maintain on the leased premises any fuels, or other hazardous materials, and agrees not to dispose of same on the airport premises. Lessee is permitted, however, to store lube oil, cleaning solvents, and paints in approved, closed containers. The Lessor may, in its sole discretion, prohibit or impose restrictions on the storage of said material if, in the Lessor's exclusive opinion, the storage is deemable a safety hazard. Disposing of any petroleum or similar products on or about any portion near or about the premises shall be cause for immediate termination of the lease at Lessor's discretion with all rights accruing in favor of Lessor pursuant to Paragraph 16.
- 8. Laws and Regulations: The Lessee agrees to observe and obey during the term of this Lease all laws, ordinances, rules and regulations promulgated and enforced by the Lessor, and by other proper authority having jurisdiction over the conduct of operations at the Airport. Lessee shall not use the premises for any unlawful purpose in direct or apparent violation of any local, state, or federal statute or ordinance, or of any similar regulation, order, or directive of any governmental agency or interest.
- 9. Quiet Enjoyment: The Lessor covenants that upon paying the rent and performing the covenants and conditions herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the leased premises for the term of this Lease. Lessee agrees that temporary inconveniences such as noise, disturbances, traffic detours and the like, caused by or associated with the construction of premises or Airport improvements or similar related airport or aviation-related activities shall not constitute a breach of quiet enjoyment of the leased premises.
- 10. Hold Harmless: Lessee shall exonerate, save harmless, protect and indemnify the Lessor and its agents, employees, representatives and assigns from and against any and all losses, damages, claims, suits or actions, judgments and costs which may arise or grow out of any injury to or death of person or damage to property arising out of and attributable to the negligence or act, or omission of, or use by Lessee, his, her or its agents, servants, employees, trespassers or guests of the leased premises. Lessee also agrees that it will not hold the City of Watertown or any of its agents, employees, or officials responsible for any loss occasioned by fire, theft, rain, windstorm, hail or from any other act of God or similar cause, whether that cause be the direct, indirect, or merely a contributing factor in producing of the loss to any airplane, automobile, personal property, parts or surplus that may be located or stored in, near or about the hangars, offices, aprons, field, or any other location at the Airport. Lessee further agrees that aircraft and aircraft contents are to be stored at Lessee's risk. Further, Lessee agrees to indemnify Lessor, its agents, officers, representatives, and employees,

- against all liability of any nature arising directly or indirectly out of the activities of Lessee, his, her or its agents, servants, employees, trespassers or guests under this lease or by reasons of any act or omission of those persons.
- 11. Insurance: The Lessee agrees that there shall be on deposit with the Lessor a certifiable policy of liability insurance bearing minimum policy limits and coverage types in full conformity with the attached, "Appendix 1." The policy shall be issued by a company licensed to do business in Wisconsin. The policy shall name the City of Watertown as an additional insured and provide for a minimum of ten (10) days prior written notice to the City of Watertown in the event of cancellation. The Lessee shall provide the City of Watertown with a Certificate of Insurance consistent with demonstrating the requirements herein stated. The cancellation or other termination of any insurance policy issued in compliance with this section shall automatically terminate the lease, unless another policy has been filed and approved pursuant to this section and shall be in effect at the time of such cancellation or termination.
- 12. Maintenance of Buildings: The Lessee will maintain the structures occupied by them and the surrounding land premises in good order and make such repairs as necessary. The Lessee shall control weeds and landscaping near, about or around the building to the extent the presence of such weeds and landscaping could not be reasonably construed to be determined deleterious to the value of the other improvements at the Airport or the common or exclusive real estate portions or elements of the Airport, itself. In the event of fire or any other casualty to structures owned by the Lessee, the Lessee shall either repair or replace the building or remove the damaged building and restore the leased area to its original condition; such action must be accomplished within onehundred, twenty (120) days of the date the damage. Upon petition by the Lessee, the Lessor may grant an extension of time if it appears such extension is warranted. Lessee further agrees not to deposit any trash. garbage, or similar refuse on any part of the premises. In the event Lessee fails to comply with this paragraph, the Lessor may notify the Lessee in writing that such maintenance, cleaning, repair or replacement shall be done, and in the event that Lessee fails to correct the condition within fifteen (15) days of the Lessor's written notice, the Lessor may enter the premises of the Lessee and provide the necessary custodial service and bill the Lessee for the expense thereof. Lessee agrees that any failure to comply with the foregoing shall, in the sole and exclusive discretion of the Lessor, be cause for immediate termination of the lease with all rights accruing in favor of the Lessor pursuant to Paragraph 16.
- 13. Right to Inspect: The Lessor reserves the right to request entrance and access to, in and about the premises, which request will not be unreasonably withheld, at any reasonable time for the purpose of making any inspection, maintenance, repair, showing or any other reasonably-related airport function it may deem expedient to the proper enforcement or execution of any of the covenants or conditions of this agreement. A current key will be issued to the Lessor for any purpose hereunder.
- 14. Taxes: The Lessee shall pay all taxes or assessments that may be levied against the personal property of the Lessee or the buildings which the Lessee may erect on lands exclusively to them. Any failure in the foregoing on the part of the Lessee shall be considered a material breach hereunder. Time shall be of the essence with respect to compliance with this section with the due date designated by taxing authorities being controlling to determining the Lessee's compliance.
- 15. Signs: No signs, postings or advertising matter may be erected, mounted or similarly located at, on or about the premises without the express, written consent of the Lessor. The Lessee shall display the address assigned to the hangar prominently and conspicuously upon the hangar exterior with lettering the minimum of 3 inches and a maximum of 5 inches.

- 16. Default: The Lessee shall be deemed in default upon:
 - a) Failure to pay rent within thirty (30) days after due date;
 - b) The filing of a petition under the Federal Bankruptcy Act or any amendment thereto including a petition for reorganization or an arrangement;
 - c) The commencement of a proceeding for dissolution or for the appointment of a receiver;
 - d) The making of an assignment for the benefit of creditors;
 - e) Violation of any restrictions, conditions, provisions contained in this lease, or failure to keep any of its covenants after written notice to cease such violation and failure to correct such violation within thirty (30) days.

In the event of a default, except for the payment of rent, the Lessor shall give written notice of the nature of the default to the Lessee issued to Lessee's last known or reasonably ascertainable post office address. The Lessee shall have thirty (30) days from the date of said notice to cure any Default if so allowed under any applicable or controlling provision hereunder. Failure to timely pay rent shall constitute a Default without further required notice except as required under Wisconsin state statutes or governing Wisconsin Administrative Code. Default as defined under this paragraph, shall authorize the Lessor, at its sole and exclusive option, to declare this lease void, cancel the same, and re-enter and take possession of the premises. In any litigation to enforce the terms of this lease, the Lessor may recover all costs, damages and expenses suffered by Lessor by reason of Lessee's default, including attorney fees to the extent permitted by law. As an alternative, Lessor may elect to cure any default and add the cost attributable to such cure to Lessee's rent and recover the same upon the successive collection of rent, and, in case of failure to so recover such amounts, said amounts shall be additional damages recoverable by the Lessor in suit to enforce or make any form of recovery under this lease.

- 17. Title: Title to the building or associated improvements erected, modified or maintained by the Lessee shall remain with the Lessee and shall be transferable pending written approval by the Lessor. Upon termination of this lease, the Lessee may, at the sole and exclusive option of the Lessor, remove the buildings, equipment, and property, and restore the leased property to its original, pre-lease condition.
- 18. Return of Possession: At the termination of this Lease, Lessee shall surrender peaceable possession of the property to Lessor in as good of condition as when Lessee entered into this agreement, reasonable wear and tear being excepted.
- 19. Snow Removal: The Lessor agrees to provide snow removal services to the Lessee's leased premises as reasonably possible in, near and about the premises-hangar area, except within five (5) feet of hangar door(s) or exterior walls or impediments as reasonably possible. Snow removal shall be accomplished only after all runways, apron, and primary taxiways have been first cleared.
- 20. Risk of Operation: Lessee shall take possession of the premises subject to the known and unknown but reasonably inferable hazards of operating, maintaining, and storing an aircraft and shall assume all risks of accidents to agents, employees, guests, trespassers and self in the pursuit of said uses detailed first written and detailed above. Further, Lessee agrees that Lessor shall in no way be liable for any damage or loss due to any reason other than those set forth in this lease or by virtue of a reckless or negligent act by the Lessor.
- 21. Lease Transfer: The Lessee may not, at any time during the time of this lease, assign or transfer this agreement or any interest contained therein, without the express, written consent of the Lessor.

- 22. City of Watertown Not Responsible for Acts or Omissions of Third Parties: The City of Watertown shall not be responsible or liable to Lessee or any Lessee agents, employees, guests or trespassers for any loss or damage that may be occasioned by or through either the acts or omissions of persons occupying any part of the hangar(s) adjacent to the premises, or tenants in any other part of the hangar or improvements on, near or about the premises under any subleases or similar arrangements then-in effect. Nothing shall preclude Lessee from bringing any action necessary to obtain damages from third parties on the premises if damages are incurred by the Lessee as a result of the actions of such third parties.
- 23. Airport Development: The Lessor reserves the right, in its sole and exclusive discretion, to further develop or improve the Airport as it sees fit without interference or hindrance. If the development or improvement of the Airport requires the relocation of the Lessee, the Lessor agrees to provide a compatible and comparable location and agrees to relocate all buildings or provide similar facilities for the Lessee at no cost to the Lessee.
- 24. Cumulative Right: The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law or specifically identified as such hereunder.
- 25. Subordination Clause: This Lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States and/or the State of Wisconsin relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a
- condition precedent to the expenditure of federal or state funds for the development of the Airport. Furthermore, this Lease may be amended to include provisions required by those agreements with the United States or the State of Wisconsin.
- 26. No Agency or Partnership: Nothing in this Lease shall be construed to create any type of partnership, agency or any other type of relationship between the parties other than a "landlord/tenant" relationship.
- 27. Entire Agreement/Amendment: This Lease contains the entire agreement of the parties and there are no other promises, obligations, covenants or conditions in or a part of any other agreement whether oral or written. This Lease may be modified or amended in writing if said writing is signed by each party bound hereunder.
- 28. Severability: If any portion of this Lease shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and remain in full force and effect. If a court of competent personal and subject matter jurisdiction finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provisions it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforceable as so limited and done so in the manner most harmonizing to the balance of the agreement.
- 29. Arbitration: Any controversy or claim arising out of or relating to this Lease or any alleged breach thereof, which cannot be settled between the parties, may be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the dispute rendered by the arbitrator(s) shall be final and binding on the parties.
- **30. Representations:** Each party hereto represents that it has validly entered into this Agreement and has the legal authority to do so in binding fashion.

| IN WITNESS WHEREOF, the parties have hereunto set | their hands and seals this day of |
|---|---|
| , 20 in the City of Watertown, | Jefferson County, Wisconsin. |
| LESSOR: CITY OF WATERTOWN | LESSEE: |
| Ву: | Brad Grooms |
| Mayor | |
| Attest: | BlAA |
| City Clerk | Lessee address for communications |
| | pursuant to Agreement: |
| | 1100 W Wisconsin Ave. |
| | Oconomowoc, WI 53066 |
| STATE OF WISCONSIN)) ss. COUNTY OF JEFFERSON) | |
| Personally appeared before me this day of acknowledged that they were Mayor and City Clerk, respectively and City Clerk, being authorized to do so, executed to pages on the City's behalf. | ctively of the City of Watertown and that they, as such |
| Notary Public, State of Wisconsin My commission expires, 20 | |
| STATE OF WISCONSIN)) ss. | |
| COUNTY OF JEFFERSON) Personally appeared before me this 5 day of Nove | mber, 2025 BRAD GROOMS, who |
| | of Water town Hangar and that they, as such do so, executed the |
| Goda Marie Kuplimbi | |
| Notary Public, State of Wisconsin My commission expires $9/20$, 2024 | LINDA MARIE KUKLINSKI Notary Public |
| wiy commission expires | State of Wisconsin |

RESOLUTION TO SUPPORT PRE-DISASTER FLOOD RESILIENCE GRANT FUNDING FOR WESTSIDE CREEK SYSTEM ASSESSMENT

SPONSOR: MAYOR STOCKS FROM: FINANCE COMMITTEE

WHEREAS, The City of Watertown is interested in acquiring a Pre-Disaster Flood Resilience Grant from Wisconsin Emergency Management (WEM) for the purpose of evaluating and modeling the westside creek system to provide baseline data to design future flood control measures; and,

WHEREAS, WEM is offering the Pre-Disaster Flood Resilience Grant this year; and,

WHEREAS, the City of Watertown is eligible for the Pre-Disaster Flood Resilience Grant due to the severe rain events of 2018; and,

WHEREAS, a cost-sharing grant is available to assist in the funding to inventory culvert crossing conditions, study and model the impacts of creek flows, floodplain and stormwater runoff flowing into the westside creek system from upstream of and within the City; and,

WHEREAS, the Wisconsin Emergency Management cost share for the project may not exceed 75 percent of eligible costs, and is capped at \$300,000; and,

WHEREAS, cost estimates based on similar previous projects have estimated that eligible costs for evaluating and modeling the westside creek system will be approximately \$178,100; and,

WHEREAS, if the City is awarded a WEM Pre-Disaster Flood Resilience Grant to study and model stormwater impacts to the westside creek system, the WEM cost share would be \$133,575 and the City's cost share will be approximately \$44,525; and,

WHEREAS, the City of Watertown Engineering Division and Storm Water Utility have requested funds from Account #16-58-16-60 Stormwater Utility Capital Outlay be appropriated for the City of Watertown's cost-share portion for the Pre-Disaster Flood Resilience Grant.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF WATERTOWN, WISCONSIN:

The Common Council of the City of Watertown hereby authorizes the Mayor to act on the behalf of the City of Watertown as the authorized responsible governmental official, to sign and submit an application to the State of Wisconsin Emergency Management for any financial aid that may be available, sign a grant agreement between the City of Watertown and Wisconsin Emergency Management to participate in the Pre-Disaster Flood Resilience Grant, request Stormwater Water Utility Account #16-58-16-60 Capital Outlay funding for the cost-share portion and any cost in excess of the estimated budget in the grant application, sign and submit reimbursement claims along with necessary supporting documents, interim and final reports and documents, other grant program forms as necessary, take necessary action to undertake, direct and complete the approved

project; and that the City of Watertown shall comply with all local, state and federal laws, regulations and permit requirements pertaining to implementation of this project and to fulfillment of the grant document provisions.

| | YES | NO |
|--------------|-----|----|
| DAVIS | | |
| LAMPE | | |
| BERG | | |
| BARTZ | | |
| BLANKE | | |
| SMITH | | |
| ARNETT | | |
| WETZEL | | |
| MOLDENHAUER | | |
| MAYOR STOCKS | | |
| TOTAL | | |

RESOLUTION TO ENTER INTO CONTRACT WITH PASSENGER TRANSIT, INC. FOR SHARED-RIDE TAXI SERVICE JANUARY 1, 2026 – DECEMBER 31, 2027

SPONSOR: MAYOR STOCKS FROM: FINANCE COMMITTEE WITH RECOMMENDATION FROM TRANSIT COMMISSION

WHEREAS, the City of Watertown released a request for proposals for a shared-ride taxi service provider for the period of January 1, 2026 through December 31, 2027 with three one-year options to follow on August 25, 2025 with a due date of October 8, 2025; and,

WHEREAS, the Transit Evaluation Committee reviewed and scored the proposal received from Passenger Transit, Inc. and determined Passenger Transit, Inc. to be the most responsible and responsive bidder and determined the pricing proposal to be fair and reasonable based on an independent cost estimate and market pricing; and,

WHEREAS, the Transit Commission has recommended to the Finance Committee and Common Council to enter into a 2 year base contract with Passenger Transit, Inc., beginning January 1, 2026, through December 31, 2027 for 29,000 service hours per year at an hourly service rate of \$35.91.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF WATERTOWN, WISCONSIN:

That the proper City officials be and are hereby authorized to enter into the attached contract with Passenger Transit, Inc. for the period of January 1, 2026, through December 31, 2027.

| | YES | NO | |
|--------------|-----|----|--------------------------|
| DAVIS | | | ADOPTEDDecember 2, 2025 |
| LAMPE | | | |
| BERG | | | |
| BARTZ | | | CITY CLERK |
| BLANKE | | | |
| SMITH | | | APPROVEDDecember 2, 2025 |
| ARNETT | | | |
| WETZEL | | | |
| MOLDENHAUER | | | MAYOR |
| MAYOR STOCKS | | | |
| TOTAL | | | |

2026-2027 SHARED RIDE TAXI OPERATING CONTRACT BETWEEN THE CITY OF WATERTOWN AND PASSENGER TRANSIT, INC.

This Contract is made by and between THE CITY OF WATERTOWN, hereinafter referred to as "City" and PASSENGER TRANSIT, INC. hereinafter referred to as "Contractor."

PRELIMINARY STATEMENT

The City sponsors a Shared-Ride Taxi Service as a public transportation program to serve its residents. The City solicited proposals for the operation of this service from the period commencing January 1, 2026 and ending on December 31, 2027 with three one-year options, and PASSENGER TRANSIT, INC.'S proposal was deemed to be most advantageous to the City and was accepted.

This contract shall include all the necessary performance standards outlined in the RFP, addendums, and the Contractor's response to that RFP by reference, including, but not limited to, service area, service standards, hours of service, service levels, handling of revenues, reservation policies, maintenance, insurance, licensing, complaint handling, promotion and publicity and other requirements.

CONTRACT CONDITIONS

The contractor shall, throughout the term of this contract, be responsible for maintaining proper licensing for operation as a taxicab company in the service area described in the RFP. All revenues collected by the provider, shall belong to the City and shall be shown as a separate line item on each invoice.

The Contractor shall submit invoices for the total number of hours of service provided to the City no more frequently than monthly, and the City shall review said invoice and reimburse the Contractor within 20 working days after receipt of a properly submitted invoice.

Additionally, the Contractor shall provide to the City within 15 days of the conclusion of any calendar month, the following reports as detailed in the RFP:

A monthly report showing total passenger trips, passenger revenue, total miles operated, gallons of gasoline purchased, driver logs, driver hours (schedule, worked, paid). The Contractor is also responsible for preparing and submitting to the City quarterly and annual reports required by the Wisconsin Department of Transportation showing passenger trips, revenue, expenses, and other as detailed in the RFP:

The Contractor shall maintain and retain for a period of six years *or one year after the DOT program year audit is completed, whichever is longer*, driver logs and dispatch records to allow the City or the Wisconsin Department of Transportation to verify any data reported or billed to the City.

The City reserves the right to discontinue the contract's remaining option years at any time and may elect to re-bid the contract in whole or in part when changes in scheduled hours or hourly costs are not mutually acceptable between the Contractor and the City. Any such discontinuation of the contract shall have at least 90 days written notice to the Contractor, including the decision to not exercise an option year.

The City may terminate this contract with 90 days written notice to the Contractor. This contract shall not be assigned, transferred or encumbered in any manner without the prior written consent of the City, which consent shall not be unreasonably withheld.

The maximum amount of funding for this contract shall be \$1,041,390 per year, based on 29,000 hours of service at the rate of \$35.91 per hour. Option year rates will be determined based upon the percent change in the CPI-U from the preceding year applied to the current contract year price.

All Federal Certifications, Assurances and Clauses included in the RFP document and certified by the Contractor, including the RFP and addendums, shall be included in this contract by reference. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wisconsin.

| Dated this | day of | , 2025 | |
|---------------------|--------|--------|---------------------------|
| | | | |
| | | _ | |
| Municipality | | | Contractor |
| | | | |
| Authorized Official | | | Authorized Depresentative |
| Authorized Official | | | Authorized Representative |

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RESOLUTION TO ENTER INTO LEASE WITH PASSENGER TRANSIT, INC. FOR SHARED-RIDE TAXI SERVICE VEHICLES

SPONSOR: MAYOR STOCKS FROM: FINANCE COMMITTEE WITH RECOMMENDATION FROM TRANSIT COMMISSION

WHEREAS, the City of Watertown operates a shared-ride taxi service; and,

WHEREAS, the City of Watertown purchases vehicles needed to operate the shared-ride taxi service; and,

WHEREAS, a lease is necessary to allow the use of such vehicles by the company contracted to provide shared-ride taxi service in the City of Watertown.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF WATERTOWN, WISCONSIN:

That the proper City officials be and are hereby authorized to execute the attached lease agreement with Passenger Transit, Inc. for the period of January 1, 2026, through December 31, 2027, for the lease of vehicles for the purpose of operating a shared-ride taxi service.

| | YES | NO | |
|--------------|-----|----|----------------------------------|
| DAVIS | | | ADOPTEDDecember 2, 2025 |
| LAMPE | | | |
| BERG | | | |
| BARTZ | | | CITY CLERK |
| BLANKE | | | |
| SMITH | | | APPROVED <u>December 2, 2025</u> |
| ARNETT | | | |
| WETZEL | | | |
| MOLDENHAUER | | | MAYOR |
| MAYOR STOCKS | | | |
| TOTAL | | | |

PUBLIC TRANSIT LEASE AGREEMENT

Between
City of Watertown
and
Passenger Transit, Inc.

This Agreement specifies terms under which City of Watertown hereinafter referred to as Lessor, leases one or more vehicles to Passenger Transit, Inc., hereinafter referred to as Lessee. This lease is effected by virtue of Lessor's public transit service operating contract with Lessee.

"Department" herein means the Wisconsin Department of Transportation. "Leased vehicle" herein means a vehicle covered by this lease.

SECTION 1. TERM

Lessor hereby leases the following vehicle(s) to Lessee starting on January 1, 2026, and ending December 31, 2027, or on the end date of the Lessor's current public transit service contract with the Lessee, whichever comes first. This list is subject to changes as vehicles are purchased or sold.

SECTION 2. VEHICLE INFORMATION

Address where vehicles are stored: 309 William Street, Watertown WI 53094

| <u>Year</u> | <u>Make</u> | <u>Model</u> | <u>Vin</u> | Fleet # |
|-------------|-------------|--------------|-------------------|---------|
| 2010 | Supreme | Bus | 1FDDE3FL8ADA79123 | 86 |
| 2010 | Starcraft | Bus-ADA | 1FDEE3FL9ADA38147 | 83 |
| 2015 | Starcraft | Bus | 1FDFE4FS8FDA03270 | 85 |
| 2017 | Starcraft | Bus | 1FDFE4FS7HDC07528 | 87 |
| 2017 | Dodge | Minivan | 2C4RDGBG9HR831156 | 55 |
| 2017 | Dodge | Minivan ADA | 2C7WDGBG5HR838658 | 56 |
| 2018 | Dodge | Minivan ADA | 2C7WDGBG3JR210085 | 57 |
| 2019 | Dodge | Minivan | 2C4RDGBGXKR779575 | 59 |
| 2020 | Dodge | Minivan | 2C4RDGBG5LR189978 | 60 |
| 2020 | Dodge | Minivan ADA | 2C4RDBGBXLR231464 | 61 |
| 2023 | Chrysler | Mini Van ADA | 2C4RC1CG7PR617120 | 88 |
| 2023 | Chrysler | Mini Van ADA | 2C4RC1CG6PR617108 | 89 |
| 2024 | Chrysler | Mini Van ADA | 2C4RC1FG0RR155661 | 90 |
| 2025 | Chrysler | Mini Van ADA | 2C4RC1CG6SR549384 | 91 |

SECTION 3. EXECUTION OF LEASE

IN WITNESS WHEREOF this Agreement shall become effective upon its complete execution by Lessor and Lessee.

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SECTION 4. CONDITIONS

This Agreement is one of leasing only, and the Lessee shall not acquire any right, title or interest to vehicle(s) leased other than that of Lessee. The Lessee acknowledges that the Lessor owns (subject to any Department liens) the vehicle(s) subject to this Agreement. Nothing herein shall affect Lessor's absolute ownership of any title or interest to said vehicle(s).

The Lessee shall lease and operate the vehicle(s) in accordance with the service characteristics described in the Lessor's operating assistance grant agreement with the Department.

Department approval is required for incidental use of the leased vehicle(s), and any such use must be compatible with the original purposes of the grant. The incidental use must not in any way interfere with the Lessor's continuing control over the use of the vehicle(s) or the Lessee's continued ability to carry out the service described in its shared ride taxi operating contract with Lessor.

The Lessee will comply with the terms, conditions and obligations included in the grant agreement executed between the Lessor and the Department so as not to impair the Lessor's relationship with the Department, nor cause Lessor to be in default of any agreement with the Department. Any breach of this Agreement shall be considered a default by the Lessee.

The Lessee agrees that it will not use or permit the use of the leased vehicle(s) in any negligent or improper manner, or in violation of any statute, law or ordinance, or so as to void any insurance or warranty covering the vehicle(s), or permit any vehicle(s) to become subject to any lien, charge or encumbrance which may affect the Lessor's title to the vehicle(s).

The Lessee shall not mortgage, pledge, sell, or otherwise encumber or dispose of the vehicle(s) provided under the terms and conditions of this Agreement.

Both parties agree to abide by the relevant rules and regulations provided by the Federal Transit Administration (FTA), specifically the most current FTA Master Agreement. The most recent version of the FTA Master Agreement is found at the FTA's website (http://fta.dot.gov).

Lessee agrees to review and comply with the annual FTA Certification and Assurances signed by the Lessor, the most recent version of which can be found at FTA's website (http://fta.dot.gov).

Both parties agree to abide by the relevant rules and regulations provided by the Department, (including those of the Division of Motor Vehicles), and regulating authorities in any State or County in which the vehicle(s) are operated under the terms and conditions of this Agreement.

SECTION 5. REPRESENTATION AND WARRANTIES

In consideration of the Lessor entering into this Agreement, the Lessee represents and warrants:

- A. The Lessee is in good standing under the laws of the State of Wisconsin and has the power and authority to carry on its business as now conducted; to own, lease and operate its property and assets; and to execute this Agreement and any other agreements and instruments referred to in this Agreement.
- B. The Lessee has and will continue to have during the term of this Agreement, all necessary licenses, certifications, or other documents required by any federal, state or local governmental agency,

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which authorize or empower the services to be performed by the Lessee.

SECTION 6. REGISTRATION

The leased vehicle(s) shall bear the proper license plate(s) in accordance with the governing grant. The title to such vehicle(s) is to be registered in the name of the Lessor, subject to the lien rights of the Department. All annual registration, license fees, and safety inspection costs shall be paid by the Lessee.

The Lessor will maintain ownership of the vehicle(s) obtained through the grant program. The Lessor shall have full authority to exercise its responsibilities as owner of the vehicle(s) provided under the terms and conditions of this lease.

SECTION 7. INSURANCE

Insurance levels, categories and premium payments for all leased vehicles shall be the responsibility of the Lessee.

Insurance shall include such coverage as required by the grant agreement between the Lessor and the Department, and shall meet the requirements of applicable local, state and federal laws. The Lessor must be named as the payee for all payments relating to vehicle damage or loss.

The insurance shall be primary, and not excessive or contributory, with respect to any accident involving such vehicle(s), and shall at minimum afford the following coverage:

A. Bodily injury liability, each person:

\$1,000,000

B. Bodily injury liability, each accident:

\$1,000,000 + \$1,000,000 umbrella

C. Property damage liability, each accident:

\$250,000

D. General liability, bodily injury and property damage:\$1,000,000 + \$1,000,000 umbrella

The Lessee shall bear all risks of damage or loss of the leased vehicle(s), or any portion of damage or loss not covered by insurance. All replacements, repairs, or substitutions of leased vehicle parts or equipment shall be at the cost and expense of the Lessee and shall be accessions to the vehicle(s).

SECTION 8. VEHICLE MAINTENANCE

The Lessee shall, at all times and at Lessee's expense, maintain the leased vehicle(s) in working order and at a high level of cleanliness, safety, and mechanical soundness. The Lessee shall take all reasonable efforts to insure against theft and vandalism. The Lessee agrees to return each leased vehicle in the condition in which it was received, except for reasonable wear and tear.

The Lessee agrees to adhere to all provisions of the Lessor's vehicle maintenance plan on file with the Department, and to any changes or addendums made to the plan.

The Lessee shall be responsible for scheduling, completing and documenting all preventative maintenance. All such maintenance shall be consistent with manufacturer specifications, the Lessor's vehicle maintenance plan, and Department guidelines. The Lessee shall be responsible for ensuring the completion of, and payment for, all necessary repairs.

SECTION 9. VEHICLE OPERATION

The Lessee shall ensure that only properly trained and licensed drivers operate the leased vehicle(s). The Lessee shall provide the Lessor with the names of all individuals whom it authorizes to operate the vehicle(s), and shall provide the name of each before said individual may operate the vehicle(s).

The leased vehicle(s) shall not be used in violation of any federal, state or municipal statutes, laws, ordinances, rules or regulations. The Lessee shall not use any leased vehicle, nor allow any such vehicle to be used, for any unlawful purpose or for the transportation of any property or material deemed hazardous. Respirators, concentrators, or portable oxygen used by individuals are not considered hazardous materials.

The Lessee shall operate the leased vehicle(s) only on designated roads and shall not subject the vehicle(s) to use under such road conditions as may result in damage to the vehicle(s).

SECTION 10. CIVIL RIGHTS

The Lessee shall comply with all federal statutes relating to nondiscrimination that apply, including, but not limited to:

- A. The prohibitions against discrimination on the basis of race, color, or national origin, as provided in Title VI of the Civil Rights Act, 42 U.S.C. 2000d;
- B. The prohibitions against discrimination on the basis of sex, as provided in: (a) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 1683, and 1685 1687, and (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25;
- C. The prohibitions against discrimination on the basis of age in federally funded programs, as provided in the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 6107;
- D. The prohibitions against discrimination on the basis of disability in federally funded programs, as provided in section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; and
- E. The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq*.

The Lessee agrees to comply with all terms of the Lessor's approved Title VI Plan and of any changes or addenda thereupon. The Lessee is responsible for proper posting of a valid Title VI public notice in each leased vehicle at all times.

SECTION 11. ADDITIONAL FEES

The Lessee shall pay any and all storage charges, parking fees, and fines which are levied against Lessee as a result of the improper acts of Lessee or its employees.

The Lessee shall pay any fees (including vehicle registration and inspection fees) and/or taxes which may be imposed with respect to the leased vehicle(s) by any duly constituted governmental authority as the result of Lessee's use or intended use of the vehicle(s).

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SECTION 12. AUDITS, INSPECTIONS, AND REPORTING

The Lessee shall be responsible for providing any and all data pertaining to services provided using the leased vehicle(s) as requested upon reasonable notice by the Lessor. The data required may include, but is not limited to, vehicle maintenance records, trip logs, ridership data.

The Lessee agrees to complete all reports and documents required by the Lessor and/or the Department in a timely fashion. Such reports will be sent to the Lessor on or before specified deadlines outlined in the RFP.

The Lessor, Department or FTA, or any designee thereof, may at any time audit and/or inspect the leased vehicle(s) and attendant records for compliance with the provisions of this Agreement. The Lessee agrees to comply with all requests to make equipment available as requested by the aforementioned parties for completion of audits.

The Lessee agrees to preserve all reports, insurance policies, trip sheets, and other data pertaining to compliance with any and all terms of the Agreement for a period of six (6) years after the termination of the Agreement, or one year after the DOT program year audit is completed, whichever is longer.

The Lessee is responsible to arrange for and obtain inspections of motor buses and human service vehicles leased under this Agreement as required by federal and state law. In all such cases, Lessee shall send a copy of the inspection report to the Lessor on or before specified deadlines outlined in the RFP.

SECTION 13. LIABILITY

The Lessee agrees to hold harmless the Lessor and the State of Wisconsin from any and all claims, losses, causes of action, and expense, for whatever reason, including legal expenses and reasonable attorney fees, arising from the use, maintenance, and operations of the vehicle(s) leased under this Agreement.

SECTION 14. LEASE MANAGEMENT

The overall supervision and monitoring of compliance with lease specifications shall be the responsibility of the Lessee. The Lessee will address and resolve concerns or questions regarding this Agreement or operation of the leased vehicles with the Lessor.

This Agreement or any part thereof may be renegotiated in circumstances where changes are required by federal law or regulations, state law or regulations, court orders or actions, or when the parties agree that a new lease would better meet their needs than existing terms and conditions of this lease.

Any revisions to this lease must be agreed to by both parties, as evidenced by an addendum signed by the authorized representative of each party and approved by the Department.

SECTION 15. TERMINATION

If so directed by the Department or other state agency, the Lessee must return the leased vehicle(s) within five (5) days of notice to the Lessor, and at such time, lease provisions are terminated. Otherwise, the Lessor may terminate this Agreement by giving thirty (30) days written notice, at which time the Agreement is terminated.

Immediately upon termination, the Lessee agrees to turn over all maintenance records and histories to the Lessor at no additional cost to the Lessor.

Failure to comply with any provisions of this Agreement by any party shall be considered due cause for termination of the lease.

SECTION 16. SUBLEASE RESTRICTIONS

Subleasing or renting the leased vehicle(s) is prohibited.

| For City of Watertown | For Passenger Transit, Inc. |
|------------------------|------------------------------|
| Signature | Signature |
| Robert Stocks Mayor | Richard Running President |
| Date: | Date: |

RESOLUTION TO APPLY FOR CAPITAL GRANT FROM DEPARTMENT OF TRANSPORTATION FOR 2026 FLEET PURCHASES FOR SHARED-RIDE TAXI SERVICE

SPONSOR: MAYOR STOCKS FROM: FINANCE COMMITTEE WITH RECOMMENDATION FROM THE TRANSIT COMMISSION

WHEREAS, the City of Watertown began operation of a shared-ride taxi service beginning January 1, 1994; and,

WHEREAS, the fleet used for shared-ride taxi service is in need of updated vehicles to replace vehicles that have met their useful life; and,

WHEREAS, the application for Federal funding for such purposes must be made on or before December 10, 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF WATERTOWN, WISCONSIN:

That the proper City officials be and are hereby authorized to apply for a capital grant for 2026 in the estimated amount of \$78,228 with the City's share expected to be 20% for which the City will appropriate the level of funding necessary. The grant funds will be used to purchase one ADA Mini-Van.

| | YES | NO | |
|--------------|-----|----|----------------------------------|
| DAVIS | | | ADOPTED <u>December 2, 2025</u> |
| LAMPE | | | |
| BERG | | | |
| BARTZ | | | CITY CLERK |
| BLANKE | | | |
| SMITH | | | APPROVED <u>December 2, 2025</u> |
| ARNETT | | | |
| WETZEL | | | |
| MOLDENHAUER | | | MAYOR |
| MAYOR STOCKS | | | |
| TOTAL | | | |

RESOLUTION TO APPLY FOR OPERATING GRANT FROM DEPARTMENT OF TRANSPORTATION FOR 2026 SHARED-RIDE TAXI SERVICE

SPONSOR: MAYOR STOCKS FROM: FINANCE COMMITTEE WITH RECOMMENDATION FROM TRANSIT COMMISSION

WHEREAS, the City of Watertown began operation of a shared-ride taxi service beginning January 1, 1994; and,

WHEREAS, it is necessary for the City of Watertown to submit a request for State and Federal funding in support of the shared-ride taxi service annually and such application is due by December 10, 2025; and,

WHEREAS, the City accepted proposals for a shared-ride taxi service provider in 2025 for a two-year period of January 1, 2026 through December 31, 2027 with three one-year options to follow and a resolution approving the contract for shared-ride taxi service was approved by the Common Council on December 2, 2025; and,

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF WATERTOWN, WISCONSIN:

That the proper City officials be and are hereby authorized to apply for an operating assistance grant through the Wisconsin Department of Transportation for year 2026 in an amount of \$1,041,390.

| | YES | NO | |
|--------------|-----|----|----------------------------------|
| DAVIS | | | ADOPTEDDecember 2, 2025_ |
| LAMPE | | | |
| BERG | | | |
| BARTZ | | | CITY CLERK |
| BLANKE | | | |
| SMITH | | | APPROVED <u>December 2, 2025</u> |
| ARNETT | | | |
| WETZEL | | | |
| MOLDENHAUER | | | MAYOR |
| MAYOR STOCKS | | | |
| TOTAL | | | |