



COMMON COUNCIL MEETING AGENDA

TUESDAY, FEBRUARY 07, 2023 AT 7:00 PM

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

*For the public: Members of the media and the public may attend **by calling:** (571) 317-3122*

Access Code: 153-925-469 or <https://www.gotomeet.me/EMcFarland>

All public participants' phones will be muted during the meeting except during the public comment period. This meeting will be streamed live on YouTube, streamed live on WatertownTV.com (via YouTube), and aired live on Charter Channel 984. Watertown TV's YouTube page: <https://www.youtube.com/c/WatertownTV>

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. MINUTES OF COUNCIL MEETING HELD

[A.](#) Minutes from January 17, 2023

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.](#) Parks, Recreation, and Forestry meeting on December 19, 2022

[B.](#) Public Works Commission meeting minutes from January 24, 2023

7. COMMUNICATION & RECOMMENDATIONS

[A.](#) Next Council meeting date moved to February 20, 2023 due to Primary Election

[B.](#) Police Krahn Award Presentation to Jeff Allen

[C.](#) January Employee Recognitions

[D.](#) Infographic 2022 Year in Review: Watertown Public Library

[E.](#) Communication Plan 2023-2026

8. NEW BUSINESS

[A.](#) Appointments

[B.](#) Convene into closed session per Wis. Stat. Sec. 19.85(1)(g) to confer with legal counsel of 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. (K. Lambrecht v. City of Watertown)

[C.](#) Reconvene into open session

9. ACCOUNTS PAYABLE

[A.](#) Accounts Payable

10. MISCELLANEOUS BUSINESS

[A.](#) Payroll Summary - December 28, 2022 to January 10, 2023 and January 11, 2023 to January 24, 2023

- B. Credit Card Purchases over \$10,000 - December 2022
- C. Reserve Balances - Period ending December 31, 2022

11. ORDINANCES

- A. Ord. #23-01 - Ordinance to amend section 500-9 A. Parking prohibited in specified places (Sponsor: Ald. Smith From: Public Safety & Welfare Committee, 2nd Reading)
- B. Ord. #23-02 - Ordinance to repeal a portion of Section 500-6 A. (2), Parking Limitations (Sponsor: Ald. Smith From: Public Safety & Welfare Committee, 2nd Reading)
- C. Ord. #23-03 - Ordinance to amend a portion of Section 500-8(A), Heavy traffic routes (Sponsor: Ald. Smith From: Public Safety & Welfare Committee, 1st Reading)

12. RESOLUTIONS

- A. Exh. 9479 - Resolution to Allocate Fund 12 (Riverfest Funds) to Watertown Riverfest Inc (Sponsor: Mayor Emily McFarland From: Finance Committee)
- B. Exh. 9480 - Resolution to Enter Into an Assignment and Assumption of Substitute Development Agreement and Consent and Acknowledgement of City between Watertown Square, LLC and the City of Watertown (Sponsor: Mayor Emily McFarland From: Finance Committee)
- C. Exh. 9481 - Resolution to issue the sale of \$3,995,000 General Obligation Promissory Notes (Sponsor: Mayor McFarland From: Finance Committee)
- D. Exh. 9482 - Resolution to amend 2023 payroll resolution with reclassification of police records clerk/specialist grade F to grade G on the city pay plan (Sponsor: Mayor McFarland)
- E. Exh. 9483 - Resolution to Approve the 2023 Contract for EMS Coverage and Transport for the Lebanon EMS Service Area (Sponsor: Mayor Emily McFarland From: Finance Committee)
- F. Exh. 9484 - Resolution to Approve the 2023 Contract for Fire and EMS Coverage for Portions of the Townships of Emmet, Shields, Milford and Watertown. (Sponsor: Mayor Emily McFarland From: Finance Committee)
- G. Exh. 9485 - Resolution to Amend the Employee Handbook of Policies and Procedures for the Achievement Recognition Award Program (Sponsor: Mayor Emily McFarland From: Finance Committee)

13. 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.

14. ADJOURNMENT

Persons requiring other reasonable accommodations of the above meeting may contact the office of the City Clerk by email mdunneisen@cityofwatertown.org, or by phone 920-262-4006.

"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 January 17, 2023**

Section 4, Item A.

Mayor McFarland called the regular meeting of the City of Watertown Common Council to order at 7:00 p.m. on Tuesday, January 17, 2023. 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, Bartz, Licht, Smith, Wetzel and Romlein. Absent was Ald. Ruetten and Schmid. City staff present were City Attorney Steven T. Chesebro, Fire Chief Travis Teesh, Police Chief Robert Kaminski, Finance Director Mark Stevens, Assistant Engineer Andrew Beyer, and City Clerk Megan Dunneisen.

PLEDGE OF ALLEGIANCE

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

MINUTES OF PRECEDING MEETING

Mayor McFarland inquired if there were additions or corrections to minutes of the Common Council meeting held Tuesday, January 3, 2023. There being none, minutes were accepted as presented.

COMMENTS & SUGGESTIONS FROM CITIZENS PRESENT

No comments were received.

PUBLIC HEARING

Mayor McFarland opened the Public Hearing regarding the proposed fare increases for the Transit System at 7:01 p.m. there being no comment, Mayor McFarland closed the public hearing at 7:01 p.m.

REPORTS

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

The following reports were received and filed: Housing Authority meeting minutes from November 10, 2022, RDA Meeting Minutes from December 7, 2022, Public Library Board of Trustees meeting minutes from December 8, 2022, Tourism Commission meeting minutes from December 8, 2022, Finance Minutes of December 12, 2022, Airport Commission meeting minutes from December 14, 2022, Licensing Board meeting minutes from December 14, 2022, Finance Minutes of December 20, 2022, Public Safety and Welfare meeting minutes from January 4, 2023, Tourism meeting minutes from January 12, 2023.

COMMUNICATIONS & RECOMMENDATIONS

Main Street Program Director Melissa Lampe gave updates on the Main Street Program year 2022 in review and upcoming events for 2023. Mayor McFarland gave updates on the Town Square, Watertown Fire Department December Monthly Report, and 2022 Yearly Construction Totals.

NEW BUSINESS

Ald. Smith moved to appoint Melissa Lampe to the Plan Commission serving a partial term ending May 2024 (Replacing Becky Huff), Ryan Wagner to the redevelopment Authority serving a partial term ending January 2026 (Replacing Rob Marchant), and Pete Thompson to the Public Works Commission serving first full 4-year term ending January 2027, seconded by Ald. Romlein, and carried by voice vote of: Yes-6; No-0; Abstain- 1 (Lampe).

Ald. Licht moved to convene into closed session per Wis. Stat. Sec. 19.85(1)(g) to confer with legal counsel of 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. (J. Thompson v. City of Watertown), seconded by Ald. Bartz and carried by roll call vote: Yes-7 (Licht, Smith, Wetzel, Romlein, Davis, Lampe, Bartz); No-0; Abstain-0.

Ald. Licht moved to Reconvene into open session, seconded by Ald. Bartz and carried by unanimous voice vote.

ACCOUNTS PAYABLE

(Complete listing of accounts payable is open for public inspection the Finance Department.)

Certified accounts were presented. Ald. Romlein moved to pay all certified accounts, seconded by Ald. Wetzel, and carried by roll call vote: Yes-7; No-0; Abstain-0.

MISCELLANEOUS BUSINESS

Payroll Summary - November 30 through December 13, 2022, Payroll Summary - December 14 through December 27, 2022, Cash and Investments - December 31, 2022

LICENSES:

Ald. Lampe moved to deny the application for an operator's license from Jennifer Davis, seconded by Ald. Davis and carried by unanimous voice vote.

Ald. Smith moved to approve the application for a temporary "Class B"/Class "B" license from Luther Preparatory School Booster Club for the Luther Prep Auction Gala XVIII, 1300 Western Ave (gym) on April 22, 2023, 5:00 P.M - 12:00 A.M, seconded by Ald. Bartz and carried by unanimous voice vote.

Ald. Smith moved to approve the agent change for Kwik Trip, 1731 S Church Street, Watertown WI 53098 from Linda Lippens to Edith Uttech, seconded by Ald. Lampe and carried by unanimous voice vote.

ORDINANCES

Ord. 23-01 - Ordinance to amend section 500-9 A. Parking prohibited in specified places (Sponsor: Ald. Smith From: Public Safety & Welfare Committee, 1st Reading). Ald. Smith moved for adoption of ordinance 23-01 on its 1st reading, seconded by Ald. Wetzel, and carried by roll call vote: Yes-7; No-0; Abstain-0.

Ord. 23-02 - Ordinance to repeal a portion of Section 500-6 A. (2), Parking Limitations (Sponsor: Ald. Smith From: Public Safety & Welfare Committee, 1st Reading). Ald. Smith moved for adoption of ordinance 23-02 on its 1st reading, seconded by Ald. Davis, and carried by roll call vote: Yes-7; No-0; 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. 9475 - Resolution to Enter into the 2023 Service Agreement Between the City of Watertown, Wisconsin and the Watertown Humane Society (Sponsor: Mayor McFarland From: Finance Committee). Ald. Romlein moved to adopt resolution 9475, seconded by Ald. Licht and carried by roll call vote: Yes-7; No-0; Abstain-0.

Exh. 9476 - Resolution to approve State/Municipal Agreement for Welsh Road Safety Improvements at Highway 26 Bypass Overpass (Sponsor: Mayor McFarland From: Finance Committee). Ald. Wetzel moved to adopt resolution 9476, seconded by Ald. Davis and carried by roll call vote: Yes-7; No-0; Abstain-0.

Exh. 9477 - Resolution to approve State/Municipal Agreement for reconstruction of Dewey Avenue between East Main Street and East Division Street in 2026 (Sponsor: Mayor McFarland From: Finance Committee). Ald. Licht moved to adopt resolution 9477, seconded by Ald. Bartz and carried by roll call vote: Yes-7; No-0; Abstain-0.

Exh. 9478- Resolution Approving Purchase and Sale Agreement Between BASO Holding and the City of Watertown (Sponsor: Mayor Emily McFarland From: Finance Committee). Ald. Lampe moved to adopt resolution 9478, seconded by Ald. Bartz and carried by roll call vote: Yes-7; No-0; Abstain-0.

COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT

No comments were received.

ADJOURNMENT

There being no further business to come before the Council at this time, Ald. Lampe moved to adjourn, seconded by Ald. Davis, and carried by voice vote at 7:24 p.m.

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 office the Finance Department. Video recording available at Watertown TV's YouTube page: <https://www.youtube.com/c/WatertownTV>

PARKS, RECREATION & FORESTRY COMMISSION

MINUTES

Monday, December 19, 2022

1. Call to order

The Watertown Parks, Recreation & Forestry Commission met virtually and in person on December 19, 2022. The meeting was called to order by Brian Konz. Members present were: Brian Konz, Jennifer Clayton, Emily Lessner, Julie Chapman, Kyle Krueger, Brad Clark, and Ald. William Licht. Also present were: John Kaliebe, Scott Radtke, Rhonda Radtke, Kristine Butteris, Jeff Doyle, and Andrea Draeger.

2. Review and approval of minutes:

Brian Konz motioned to approve the November 21, 2022 Parks, Recreation & Forestry Commission meeting minutes with one minor adjustment. Jennifer Clayton seconded. Motion carried.

3. Review and approval of the September 2022 financial reports

Brad Clark motioned to approve the September financial reports as written. Ald. William Licht seconded. Motion carried.

4. Citizens to be heard

Kristine Butteris presented an email letter from Miriam Behnke who stated a response that she and her husband are not in favor of removing the Washington park fence.

John Kaliebe of 829 Richards Ave acted as a spokesperson from a recent neighborhood meeting. They are in favor of keeping fence due to criminal activity at park, cost of a fence for property owners if they were to replace. He indicated the historical society believes a fence has been erected there since 1899.

Scott and Rhonda Radtke would prefer to keep the park fence and would like to know why it is being taken down.

5. Business

a. Review and approve Resident/NR admission fees for Aquatic Center

Kristine explained the department will be adding a youth and senior pass as separate from family and individual as the sole choices before. The family pass is changing from household to a simple five-person pass. The resident/non-resident admission fees will be tabled. Brian Konz motioned to approve the pool pass changes and table the admission fees discussion. Ald. William Licht seconded. Motion carried.

b. Review and approve new Facility/Room Rental Fees

Kristine presented changes to the 2023 park reservation form, which include adding and moving questions asked at top, different rentable shelter options, increased fees, and all park events now go through our department instead of City Hall. Brad Clark motioned to approve the 2023 park reservation form changes and fees. Kyle Krueger seconded. Motion carried.

6. Director's Report: - We have a few office workdays to focus on our programming

Section 6, Item A.

a. Parks status and project updates:

- i. **Aquatic Center updates** – Staff is working to fix the failing cement and working on repair options with the city attorney. Ali Nicholson will be starting 1/3 as the new Aquatics and Recreation Manager.
- ii. **Washington Park fence update** – Kristine received complaints from two citizens who had communicated with the Mayor regarding safety and condition of the fence. It is a hazard and not to code. Discussion included the potential cost to replace the fence, public safety regarding both removing and replacing the fence, the need for a fence, and concern about foul balls. Brian Konz asked Kristine and Jeff to research and include in January's agenda.
- iii. **Riverside Restroom Bids** – Kristine explained that there were no original bids, however we have received three at end of November; all are higher than expected. Staff met with Ray Stadler Construction Company since it was the lowest bid. Parks and streets to do all of site finishing work, leaving \$1.073 million remaining. We can make alterations to lower costs, now at \$1.01 million with no sales tax with city purchasing all materials.

b. Senior and Community Center updates –

The window and basement flooring repairs are still occurring and the window repair should be complete by next month.

c. Update on programming:

i. Recreation programming

Winter sessions have begun including dance, kickboxing and other fitness classes. January recreation will include indoor soccer, archery, swimming lessons, and a babysitter's training course. Spring recreation is starting to develop, including disc golf lessons.

ii. Senior and enrichment programming

The annual holiday party occurred last Thursday the 15th. Tickets sold out and it was a full house. All programs are continuing as normal.

Another family bingo day is scheduled for winter break. Additional winter activities will be decided based on time and staff capacity.

iii. Aquatics update –

Winter swim lessons will begin in January, including full and mini sessions.

d. Review of issues and concerns of commissioners

7. Adjournment – Next meeting date January 16, 2023

Brian Konz motioned to adjourn the meeting. Kyle Krueger seconded. Motion carried.

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

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

PUBLIC WORKS COMMISSION MEETING
Tuesday, January 24, 2023 at 5:30 PM

Commission members present: Alders. Bartz, Wetzel, Comm'r. Thompson
City employees present:
Public Works Director/City Enginner Jaynellen Holloway
Assistant City Engineer Andrew Beyer
Street Department Operations Manager Stacy Winkelman

1. CALL TO ORDER

Meeting was called to order at 5:31 p.m.

2. COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT

3. REVIEW AND APPROVE MINUTES December 13, 2022

Motion to approve Ald. Bartz
2nd Comm'r. Thompson
Carried by unanimous voice vote

4. BUSINESS

It was requested that agenda item 4.D. be moved to first on the agenda.

D. Review and take action: Approve City Well #4 rehab and rehabilitation project

We solicited 3 contractors for quotes with a defined scope of work and received the following prices for rehab and rehabilitation for City Well #4. I recommend approval of the low quote from Municipal Well & Pump which includes the base bid & supplemental items for a total not to exceed \$63,663. Funds are available in the 2023 budget from account # 03-99-99-98 Note: Supplemental items may or may not be needed as they can only be determined after the base bid work is completed.

<i>Contractor</i>	<i>Well #4 Base Price</i>	<i>Well #4 Supplemental items</i>	<i>Total Cost</i>
Municipal Well & Pump	\$19,800	\$43,863	\$63,663
Water Well Solutions	\$8,490	\$62,440	\$70,930
CTW	\$47,220	\$84,561	\$131,781

Ald. Bartz: How often do we use supplemental items?

Hartz Not sure, but we are always surprised at what we find as work begins.

Comm'r. Thompson: Who determines what supplemental items are necessary?

Hartz: City staff relies on experts and their recommendations. However, City staff make the final determination.

A motion was presented to approve the quote from Municipal Well & Pump not to exceed \$63,663.

Motion to approve Comm'r Thompson

2nd Ald. Bartz

Carried by unanimous voice vote

A. Update, no action required: City of Watertown Railroad Quiet Zone Reaffirmation

Watertown, not unlike communities around the US, has several railroad crossings throughout the community. The Federal Railroad Administration (FRA) has allowed communities to implement a "Quiet Zone" to reduce train horns within municipal limits. The City of Watertown implemented a quiet zone in the mid-2000's. To implement a quiet zone, several steps need to be taken by the community such as installing proper signage and ensuring all railroad crossings meet the FRA standards. To maintain a quiet zone, a re-affirmation letter must be mailed to the FRA every 2.5 to 3 years. The affirmation notice is attached for

your reference. It's important to note that a train conductor can use a train horn within municipal boundaries in emergency situations.

B. Update, no action required: Wisconsin Department of Natural Resources (WDNR) Urban Nonpoint Source (UNPS) Construction Grants

The City of Watertown Engineering Division applied for and was awarded two WDNR UNPS Construction Grants in 2022. A summary and update for each grant can be seen below:

The Engineering Division applied for and was awarded a Wisconsin Department of Natural Resources (WDNR) Urban Nonpoint Source & Storm Water Grant for \$150,000 for the design and construction of a biofilter at the Yard Waste Site

The Engineering Division applied for and was awarded a Wisconsin Department of Natural Resources (WDNR) Urban Nonpoint Source & Storm Water Grant for \$49,785 for the installation of deep catch basins in the 2023 street project area.

C. Review and take possible action (*Should read: Update, no action required*): City of Watertown Quarry Annual Report submittal

The City of Watertown owns and operates the quarry located at 408 Bonner Street within the City Limits. A quarry operator is responsible for submitting an annual report to the administering authority, the City of Watertown in this case, for review and approval. The annual report will be distributed, and an overview of the report was given at the January 24th Public Works Commission meeting.

5. ADJOURNMENT

Motion to adjourn Comm'r. Thompson

2nd Ald. Bartz

Carried by unanimous voice vote

Meeting adjourned at 5:54 p.m.

Respectfully submitted,

Bob Wetzel

Public Works Commission Chair

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

2023
YEARS OF SERVICE
RECOGNITION
JANUARY

JESSIE PETERS – POLICE DEPARTMENT
10

MICHAEL HOYT – POLICE DEPARTMENT
15

JASON HELLER-STREET
15

CINDY KYRSINSKI – LIBRARY
20

YEAR IN REVIEW

Watertown Public Library 2022

Section 7, Item D.



141,705
VISITORS TO THE LIBRARY



626
PROGRAMS
OFFERED



13,352
PROGRAM
ATTENDANCE



1,633
NEW CARDHOLDERS

39,002+
E-BOOKS
CHECKED OUT



18,338
WiFi Sessions

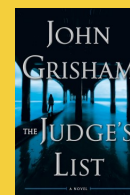
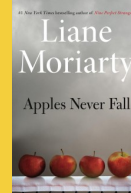
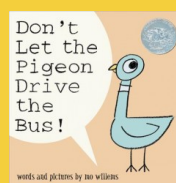
1,513

TECH
TRAINING
SESSIONS



290,455
ITEMS CHECKED OUT

TOP 10 CHECKED OUT BOOKS



7,361
PUBLIC COMPUTER
SESSIONS



4,250
FACEBOOK
FOLLOWERS



66,530
WEBSITE VISITS



Watertown Public Library

100 South Water Street
Watertown, Wisconsin 53094 | (920) 262-4090
<https://www.watertownpubliclibrary.org/>

Overview

Watertown can increase informed participation, enhance community pride, and improve livability through consistent and engaged communication. Having a public communication plan in place will foster an engaged, informed community, increase citizen satisfaction, and attract quality employees.

The 2023-2026 Communication Plan is a living document intended to be adapted and enhanced as Watertown continues to evolve. This plan is expected to change to meet the emerging needs of the city as communications technology and platforms for citizen engagement continue to advance. As written today, it is a snapshot of the City's current communication goals and objectives and a unified method to achieve those goals and best serve Watertown's citizens.

The Plan outlines an overall communications philosophy, structure, audience, and platforms.

This plan refers to general communication regarding the City of Watertown and its various departments, services, and programs. For disaster or emergency situations, please refer to the Emergency Management Plan for the City of Watertown.

- Communications Team
 - Media and Communications Director (FT), Media Productions Manager (FT), Communications Assistants (2 PT)
 - Work in cooperation with PIOs from police and fire, subject matter experts from city departments, and spokesperson
 - City officials, committee and commission members, and staff have the duty to serve as ambassadors for the city.
- Media Productions accomplishments 2021-2022
 - May 2021 – hired full-time director to oversee Watertown TV, website, social media, and serve as the City's public information officer.
 - Revitalized content for Facebook account with enhanced infographics and frequency of posting, added an Instagram account.
 - Redesigned city's semi-annual newsletter to increase clarity of information and uphold brand standards
 - Increased Facebook followers by 37% and gained 371 Instagram followers
 - Replaced Council Chambers audio system with functional and updated technology to increase ease of remote meeting communication and quality of meeting recordings (November 2022)
- Demographics/Audience and current analytics
 - Demographics of Watertown (taken from 2020 US Census)
 - Total population: 22,926
 - Total housing units: 9,294
 - Employment rate: 63.7%
 - Median Household income: \$52,440
 - 7% of households speak Spanish in the home (second most commonly spoken language)
 - Facebook, Instagram, YouTube, Google Analytics statistics overview as of October 2022

- City website: 43,000 visits in 2022 (From April to October. Google Analytics was connected to site in April)
- 6,902 Facebook Followers
 - 71% female-identifying followers
 - Most common age ranges are 35-44 (19.4%), 45-54 (14.4%)
- 438 Instagram followers
 - 77.8% female-identifying followers
 - Most common age ranges are 35-44 (20.2%), 45-54 (23.3%)
- 701 YouTube Subscribers
- Communications Roles
 - Spokesperson: Mayor or Council President. The spokesperson faithfully represents the city's positions to the public and media.
 - Public Information Officer: Media & Communications Director. The PIO is the individual responsible for communicating with the public, media, and/or coordinating with other agencies, as necessary, with incident related information requirements.
 - Subject Matter Experts: Department heads, managers. Subject matter experts may be called upon when appropriate to enlighten the public regarding their area of expertise.
- Communications Structure
 - Public (external) Communication Goal: Responsibly communicate information regarding City programs, services, news, and events through a framework of unified, layered communication methods that follow industry best practices and standards.
 - Objective 1: Regularly communicate the matters before Watertown City Council, and their decisions and actions to the public.
 - Objective 2: Make information about City programs, services, and activities readily available to the public and easy to comprehend.
 - Objective 3: Increase awareness, interest, participation, and engagement of residents, businesses, and community leaders in City government programs, services, and activities.
 - Internal Communication Goal: Develop and maintain positive working relationships with members of the media on all aspects of City municipal services, programs, activities, and news.
 - Objective 1: Provide consistent, proactive news releases and public service announcements to achieve accurate coverage.
 - Objective 2: Provide timely response to media inquiries and requests.
 - Objective 3: Unify City communication outreach efforts.
- Key Messages
 - Core services (waste removal, streets, safety)
 - Construction – keeping the public abreast of changing conditions throughout construction season
 - City budget implementation with a focus on the value citizens receive for their tax dollar
 - Community events and recreational opportunities (share info from community organizations and groups with a focus on events that fit the city's mission statement)
 - Development and business retention (featured business videos, new development announcements)

- Legal & Ethical Considerations: Media Productions aspires to high quality in our communication, but other considerations also guide us. We are careful to ensure that we implement all legal requirements and carefully consider ethical standards.
 - Wisconsin Open Meetings Law: The state's open meetings laws find and declare that all public bodies exist to aid in the conduct of the people's business. It is the intent of the law that their actions be taken openly and that deliberations are conducted openly. We take every step to ensure that our communications meet the letter and spirit of these requirements.
 - Accessibility: We make every reasonable effort to ensure that our messaging is available to all audiences, regardless of language or accessibility needs.
 - We strive to provide complete and unbiased information on emerging events. We believe that our audiences should be informed about issues before they reach decision from the Common Council, and that Media Productions will best serve the public interest by acting as responsible advocates for the Council's policy decisions when made.
- Our Communications Assets
 - Owned digital assets, including official social media outlets
 - Official City of Watertown website (ci.watertown.wi.us)
 - City of Watertown YouTube channel
 - City of Watertown Facebook
 - City of Watertown Instagram
 - City of Watertown LinkedIn
 - Watertown Park and Rec Facebook
 - Watertown TV Facebook page
 - Watertown Department of Public Health Facebook page
 - Watertown WI Police Department Facebook page
 - Watertown WI Fire Department Facebook page
 - Print
 - City Connection newsletter (semi-annual publication printed and distributed by APG Southern WI/Hometown News Group)
 - Various other print resources created within city departments (senior center newsletter, recreation brochures, economic development brochures and informational one-sheets)
 - Cable Access Channels
 - The City owns two cable access channels (channels 984 and 985) that are available to all local Spectrum customers. These channels air city meetings, various informational productions from the city, and community contributed programming. These channels are maintained by the Media Productions Department.
- Current Communications Tools (software, services, tools, and platforms)
 - Brand and Logo Guidelines: A guidelines manual was approved by Watertown City Council in February of 2016. The manual sets out key messages, a tagline, and the guidelines for uniform logo usage in all applications. The Media and Communications Director serves as the Brand Champion of the City of Watertown brand.
 - Adobe Creative Suite: Video and photo editing. Print and other graphic design layout software.

- Canva: Online service offering premade graphic templates. The City has a limited free subscription
- Revize: city website content management platform
- Tip 411: Police Department tip reporting service
- Archive Social: Service which archives all social account activity for open records purposes
- Text My Gov: Service that sends out text alerts and provides limited chatbot-like assistance via SMS for certain keywords. This service will be sunset in 2023 due to low citizen usage

Appendix 1: Communications Plan Implementation

Public (external) Communication Goal: Responsibly communicate information regarding City programs, services, news, and events through a framework of unified, layered communication methods that follow industry best practices and standards.		
Objective 1: Regularly communicate the matters before Watertown City Council, and their decisions and actions to the public.		
	Frequency/Timing	Progress Information
Tactic 1: Provide internet streaming video of Common Council Meetings and replay on cable channel	ONGOING	This has been done consistently since (at least) 2019.
Tactic 2: Distribute media releases on major projects and other matters.	ONGOING	
Objective 2: Make information about City programs, services, and activities readily available to the public and easy to comprehend.		
Tactic 1: Work with contracted website vendor to maintain reliable public website.	ONGOING	
Tactic 2: Coordinate and train departmental staff responsible (website coordinators) for website information updates and maintenance.	ONGOING	2022: Coordinated a 2-session group website training with vendor representative in July.
Tactic 3: Work with contracted vendor on redesign development of all City sites per 4-5-year standard site longevity standards	Assess needs and project budget in 2023 with intention to budget for and redesign 2024.	Last redesign/launch completed in 2020.
Tactic 4: Analyze current communication channel statistics for patterns and deficiencies.	ONGOING	
Tactic 5: Make reasonable accommodations available and upon request in accordance with the Americans with Disabilities Act.	ONGOING	2022: Inclusion of image descriptions in social media postings where appropriate.

Objective 3: Increase awareness, interest, participation, and engagement of residents, businesses, and community leaders in City government programs, services, and activities.		
Tactic 1: Oversee departmental release of information and coordinate cross promotional efforts.	ONGOING	2022: Established regular monthly communications call to coordinate efforts and awareness between departments.
Tactic 2: Produce and circulate quality programming through Watertown TV and the City's YouTube channel.	ONGOING	
Tactic 3: Monitor and engage in official City social media outlets.	ONGOING	
Tactic 4: Produce print and digital publications for city-wide distribution, most notably the City Connection.	ONGOING	2021: Complete overhaul of City Connection publication.

Internal Communication Goal: Develop and maintain positive working relationships with members of the media on all aspects of City municipal services, programs, activities, and news.		
Objective 1: Provide consistent, proactive news releases and public service announcements to achieve accurate coverage		
	Frequency/Timing	Progress Information
Tactic 1: Maintain regular media distribution list and technique for efficient delivery of releases and news tips.	ONGOING	
Tactic 2: Promote various City sources for information about City programs and service to the media for proactive media access.	ONGOING	2022 – created a dedicated page on the city’s website for press releases, setting the stage to automate the distribution process.
Objective 2: Provide timely response to media inquiries and requests.		
Tactic 1: Respond to media requests and inquiries in a timely manner	ONGOING	
Tactic 2: Coordinate subject matter experts as needed for media requests.	ONGOING	
Objective 3: Unify City communication outreach efforts.		
Tactic 1: Establish processes for release of information to media. Assess regularly to determine efficiency of processes.	Examine yearly, create new processes as necessary	2022: Press release policy created, establishing a set process for all departments to follow when releasing information to the public.
Tactic 2: Utilize regular Leadership Team Meetings as internal forum to participate in an ongoing discussion about items of potential media interest.	Monthly meetings	

Appendix B: Digital Strategy

The Digital Strategy applies to the City’s primary website and social media platforms managed by Media Operations Center. It has been developed to guide nature of content and frequency of sharing on a per-platform basis that can be managed by existing staff resources.

OUR VOICE:

- Respectful
- Good-natured
- Factual
- Professional

OUR STRATEGY:

Digital channel	Message types	Frequency
City website	<ul style="list-style-type: none"> • All service, facility, and event information • Latest city news and announcements 	Weekly updates
Watertown TV	<ul style="list-style-type: none"> • Common Council Meeting coverage • Other series and stand-alone programming • Content from other government agencies (county, state) • Public Service announcements and community event bulletins 	Biweekly meeting coverage Weekly changes in program content Weekly changes in community bulletin board
Facebook	<ul style="list-style-type: none"> • News, updates, events, factoids, goodwill messages 	10-12 posts/week
Instagram	<ul style="list-style-type: none"> • News, updates, events, factoids, goodwill messages • Showcase images of Watertown community and events 	10-12 posts/week
YouTube	<ul style="list-style-type: none"> • Content from Watertown TV that is original to the Media Operations Center 	10-20 uploads/month
Linked In	<ul style="list-style-type: none"> • Recruitment messages • City and employee successes • Business and development-related news relating to the city 	1-5 posts/month

Emily McFarland

TO: MEMBERS OF THE COMMON COUNCIL

I would appreciate your consideration of the following appointments:

Ethics Board

Mike Nienow – Three-year term ending February 2026

Brenda Kujawski – Three-year term ending February 2026

Renee Westphall- Three-year term ending February 2026

Historic Preservation & Downtown Design Commission

Jacob Mass – Partial 3-year term ending December 2024 (Replacing Ellen Klaus)

Thank you for your consideration.

Sincerely,



Emily McFarland
Mayor

To: Members of the Common Council

February 3, 2023

The following appointments were made in January 2023:

Downtown Main Street Reconstruction Task Force

Emily McFarland, James Romlein, Jaynellen Holloway, Andrew Beyer, Nate Salas, Melissa Lampe, Amber Smith, Steven Board, Andy Grinwald, Laurie Hoffman, and Sadie Pliska.

Sincerely,



Emily McFarland, Mayor

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

Invoice.Payment due date = 02/01/2023,02/07/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
10-33 VEHICLE SERVICES LLC						
910	10-33 VEHICLE SERVICES LLC	2613	NEW VEHICLE FIRE	01/08/2023	19,650.31	05-52-31-70 CAPITAL PROJECTS
Total 910:					19,650.31	
ABT MAILCOM						
1001	ABT MAILCOM	44361	CASS CERT ANNUAL PMT - WT	01/26/2023	300.00	03-90-30-18 SUPPLIES-CUSTOMER R
Total 1001:					300.00	
ACUITY SPECIALTY PRODUCTS INC						
26300	ACUITY SPECIALTY PRODUCTS	9008147785	CLEANERS/SUPPLIES STREET	01/04/2023	984.58	01-54-11-20 REPAIRS
26300	ACUITY SPECIALTY PRODUCTS	9008147785	CLEANERS/SUPPLIES STREET	01/04/2023	328.20	17-58-17-20 REPAIRS
Total 26300:					1,312.78	
ADVOCATE AURORA HEALTH						
1858	ADVOCATE AURORA HEALTH	4274 2023	EAP ANNUAL 2023	01/17/2023	4,125.60	01-51-95-50 EMPLOYEE ASSISTANCE
Total 1858:					4,125.60	
ALSCO INC						
1512	ALSCO INC	IMIL1876017	MATT SERVICE AT CITY HALL	01/13/2023	90.31	01-51-71-18 SUPPLIES & EXPENSE
1512	ALSCO INC	IMIL1876017	SHIRTS AND COVERALLS MEC	01/13/2023	160.27	01-54-31-59 SAFETY EQUIPMENT
1512	ALSCO INC	IMIL1876017	COVERALLS STORM WATER T	01/13/2023	80.14	16-58-16-41 SAFETY EQUIPMENT
1512	ALSCO INC	IMIL1876017	COVERALL SERVICE FOR SOLI	01/13/2023	4.84	17-58-17-59 SAFETY EQUIPMENT
1512	ALSCO INC	IMIL1876017	STREET GARAGE SCRIM WIPE	01/13/2023	256.00	01-54-12-18 SUPPLIES & EXPENSE
Total 1512:					591.56	
1512	ALSCO INC	IMIL1878087	MATT SERVICE AT CITY HALL	01/20/2023	90.31	01-51-71-18 SUPPLIES & EXPENSE
1512	ALSCO INC	IMIL1878087	SHIRTS AND COVERALLS MEC	01/20/2023	144.62	01-54-31-59 SAFETY EQUIPMENT
1512	ALSCO INC	IMIL1878087	COVERALLS STORM WATER T	01/20/2023	68.10	16-58-16-41 SAFETY EQUIPMENT
1512	ALSCO INC	IMIL1878087	COVERALL SERVICE FOR SOLI	01/20/2023	4.84	17-58-17-59 SAFETY EQUIPMENT
Total 1512:					307.87	
1512	ALSCO INC	IMIL1880167	MATT SERVICE AT CITY HALL	01/27/2023	90.35	01-51-71-18 SUPPLIES & EXPENSE
1512	ALSCO INC	IMIL1880167	SHIRTS AND COVERALLS MEC	01/27/2023	142.85	01-54-31-59 SAFETY EQUIPMENT
1512	ALSCO INC	IMIL1880167	COVERALLS STORM WATER T	01/27/2023	71.42	16-58-16-41 SAFETY EQUIPMENT
1512	ALSCO INC	IMIL1880167	COVERALL SERVICE FOR SOLI	01/27/2023	4.84	17-58-17-59 SAFETY EQUIPMENT
Total 1512:					309.46	
AMDOR LLC						
554165	AMDOR LLC	302642	EXTINGUISHER MOUNT IN NE	01/19/2023	1,000.14	05-52-31-70 CAPITAL PROJECTS
Total 554165:					1,000.14	
ANDREA DRAEGER						
553411	ANDREA DRAEGER	1623	REIMBURSE MILEAGE	01/31/2023	5.93	01-55-20-42 MILEAGE

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total 553411:					5.93	
ANDREW BEYER						
2298	ANDREW BEYER	282910815041	REFUND OVERPAYMENT ON TA	01/26/2023	203.93	01-27-19-20 TREASURER'S TRUST
Total 2298:					203.93	
ANIMAL HEALTH CENTER						
1571	ANIMAL HEALTH CENTER	20221207	PD - K9 CARE	01/12/2023	62.15	01-58-11-12 POLICE CANINE UNIT
Total 1571:					62.15	
APG OF SOUTHERN WISCONSIN						
1003	APG OF SOUTHERN WISCONSI	21331-1222	CHRISTMAS PARADE THANK Y	12/31/2022	1,154.61	01-58-11-10 CHRISTMAS PARADE
Total 1003:					1,154.61	
1003	APG OF SOUTHERN WISCONSI	21406-1222	PUBLISHED NOTICES - DECEM	12/31/2022	615.23	01-51-11-20 OFFICIAL PUBLICATIONS
1003	APG OF SOUTHERN WISCONSI	21406-1222	NOTICE OF NON-CANDIDACY -	12/31/2022	28.49	01-51-41-18 SUPPLIES & EXPENSE
Total 1003:					643.72	
AT&T MOBILITY-FIRSTNET						
552664	AT&T MOBILITY-FIRSTNET	287303591659	IT PHONE	12/23/2023	43.58	01-51-86-32 TELEPHONE
552664	AT&T MOBILITY-FIRSTNET	287303591659	MAYOR PHONE	12/23/2023	43.58	01-51-31-32 TELEPHONE
Total 552664:					87.16	
552664	AT&T MOBILITY-FIRSTNET	287310587104	PD - TELEPHONES	01/07/2023	1,313.74	01-52-11-32 TELEPHONE
Total 552664:					1,313.74	
AXLEY BRYNELSON LLP						
1985	AXLEY BRYNELSON LLP	913316	CITY ATTORNEY COVERAGE 20	12/22/2022	61.00	01-51-61-16 ADDITIONAL LEGAL EXP
1985	AXLEY BRYNELSON LLP	913316	CITY ATTORNEY COVERAGE 20	12/22/2022	150.58-	01-51-61-16 ADDITIONAL LEGAL EXP
1985	AXLEY BRYNELSON LLP	913316	HERING LITIGATION-ADDL LEG	12/22/2022	30.50	01-51-61-16 ADDITIONAL LEGAL EXP
Total 1985:					59.08-	
1985	AXLEY BRYNELSON LLP	917455	RAILROAD EASEMENT-GRADE	01/22/2023	469.00	02-85-00-20 OUTSIDE SERVICES EM
Total 1985:					469.00	
1985	AXLEY BRYNELSON LLP	917456	HERING LITIGATION-ADDL LEG	01/22/2023	549.00	01-51-61-16 ADDITIONAL LEGAL EXP
Total 1985:					549.00	
AXON ENTERPRISE INC						
1986	AXON ENTERPRISE INC	INUS123603	PD - TASER RECERT	12/15/2022	21,105.26	01-52-11-60 CAPITAL OUTLAY
Total 1986:					21,105.26	
1986	AXON ENTERPRISE INC	INUS127780	PD - MAINT CONTRACT	01/01/2023	20,052.00	01-52-11-20 MAINTENANCE CONTRA
Total 1986:					20,052.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
AYRES ASSOCIATES INC						
1990	AYRES ASSOCIATES INC	205194	CADY ST BRIDGE PROJ 42-133	01/30/2023	6,716.48	05-58-11-40 BRIDGES
Total 1990:					6,716.48	
BAKER RULLMAN MFG INC						
2050	BAKER RULLMAN MFG INC	17923	SHEET METAL FOR REPAIRS	01/18/2023	159.30	01-54-11-20 REPAIRS
Total 2050:					159.30	
BAYCOM INC						
552736	BAYCOM INC	23843-2	PD - CONTRACT	01/01/2023	6,544.51	01-52-11-20 MAINTENANCE CONTRA
Total 552736:					6,544.51	
BEAVER DAM COMMUNITY HOSPITALS INC						
552629	BEAVER DAM COMMUNITY HO	137168	KRAUSE RANDALL DOT SCREE	12/08/2022	40.00	01-54-31-59 SAFETY EQUIPMENT
Total 552629:					40.00	
552629	BEAVER DAM COMMUNITY HO	137169	ROE ROB DOT SCREEN	12/08/2022	40.00	17-58-17-59 SAFETY EQUIPMENT
Total 552629:					40.00	
552629	BEAVER DAM COMMUNITY HO	137170	MUELLER JACOB DOT SCREEN	12/08/2022	59.00	16-58-16-41 SAFETY EQUIPMENT
Total 552629:					59.00	
552629	BEAVER DAM COMMUNITY HO	137171	HOLLAND NICK DOT SCREEN	12/08/2022	40.00	01-54-31-59 SAFETY EQUIPMENT
Total 552629:					40.00	
552629	BEAVER DAM COMMUNITY HO	137526	PD DRUG SCREEN - RICHARDT	12/21/2022	36.00	01-52-11-17 OUTSIDE SERVICES
Total 552629:					36.00	
BROOKS TRACTOR INC						
2775	BROOKS TRACTOR INC	S30823	VEH #135 REPAIRS	01/13/2023	533.32	01-54-11-20 REPAIRS
Total 2775:					533.32	
2775	BROOKS TRACTOR INC	S31005	VEH #135 RETURNS	01/19/2023	244.00-	01-54-11-20 REPAIRS
Total 2775:					244.00-	
BUMPER TO BUMPER						
2935	BUMPER TO BUMPER	660-573193	FILTERS FOR STOCK	11/28/2022	86.98	01-54-11-20 REPAIRS
Total 2935:					86.98	
2935	BUMPER TO BUMPER	660-573225	SHOP SUPPLIES	11/29/2022	27.98	01-54-11-20 REPAIRS
Total 2935:					27.98	
2935	BUMPER TO BUMPER	660-573286	PUMP AND HANGER ASSEMBL	11/30/2022	377.39	01-54-11-20 REPAIRS

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total 2935:					377.39	
2935	BUMPER TO BUMPER	660-573298	SHOP SUPPLIES	11/30/2022	40.74	01-54-11-20 REPAIRS
Total 2935:					40.74	
2935	BUMPER TO BUMPER	660-573516	FUEL CAP REPLACEMENT	12/05/2022	11.49	01-54-11-20 REPAIRS
Total 2935:					11.49	
2935	BUMPER TO BUMPER	660-573518	OIL FILTERS FOR SOLID WAST	12/05/2022	109.70	17-58-17-20 REPAIRS
Total 2935:					109.70	
2935	BUMPER TO BUMPER	660-573698	FILTERS FOR STOCK	12/07/2022	42.51	01-54-11-20 REPAIRS
Total 2935:					42.51	
2935	BUMPER TO BUMPER	660-574091	BATTERY CORE RETURN	12/13/2022	81.00-	01-54-11-20 REPAIRS
Total 2935:					81.00-	
2935	BUMPER TO BUMPER	660-574409	FILTERES FOR STOCK	12/21/2022	258.86	01-54-11-20 REPAIRS
Total 2935:					258.86	
2935	BUMPER TO BUMPER	660-574423	STOCK FILTERS	12/20/2022	171.19	01-54-11-20 REPAIRS
Total 2935:					171.19	
2935	BUMPER TO BUMPER	660-574428	FILTERS FOR STOCK	12/21/2022	213.80	01-54-11-20 REPAIRS
Total 2935:					213.80	
2935	BUMPER TO BUMPER	660-574431	FILTERS VEH #135	12/22/2022	37.17	01-54-11-20 REPAIRS
Total 2935:					37.17	
2935	BUMPER TO BUMPER	660-574623	ORANGE CLEANER	12/22/2022	81.48	01-54-11-20 REPAIRS
Total 2935:					81.48	
2935	BUMPER TO BUMPER	660-574872	FILTERS FOR STOCK	12/28/2022	43.16	01-54-11-20 REPAIRS
Total 2935:					43.16	
2935	BUMPER TO BUMPER	660-574970	GLOVES	12/29/2022	71.56	01-54-11-20 REPAIRS
Total 2935:					71.56	
BURKE TRUCK AND EQUIPMENT						
2947	BURKE TRUCK AND EQUIPMEN	30860	RUN STOP FOR PLOW TRUCKS	01/09/2023	429.00	01-54-11-20 REPAIRS
Total 2947:					429.00	
2947	BURKE TRUCK AND EQUIPMEN	30947	BUSHINGS, PINS, PARTS FOR S	01/19/2023	1,564.33	01-54-11-20 REPAIRS

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total 2947:					1,564.33	
2947	BURKE TRUCK AND EQUIPMEN	30969	PINS AND BUSHINGS FOR SNO	01/23/2023	884.58	01-54-11-20 REPAIRS
Total 2947:					884.58	
2947	BURKE TRUCK AND EQUIPMEN	30992	PLOW KITS	01/25/2023	1,084.53	01-54-11-20 REPAIRS
Total 2947:					1,084.53	
2947	BURKE TRUCK AND EQUIPMEN	31010	PLOW KIT RETURN	01/27/2023	301.72-	01-54-11-20 REPAIRS
Total 2947:					301.72-	
BUSS ELECTRICAL CONTRACTING LLC						
2963	BUSS ELECTRICAL CONTRACTI	4429	MAIN & WATER LIGHT EMERGE	12/19/2022	150.00	01-54-42-20 REPAIRS
Total 2963:					150.00	
2963	BUSS ELECTRICAL CONTRACTI	4501	TROUBLE SHOOT OLD REC CE	01/22/2023	137.00	17-58-17-21 BUILDING REPAIRS
Total 2963:					137.00	
2963	BUSS ELECTRICAL CONTRACTI	4521	RETROFIT DEC LIGHTS ON S C	01/27/2023	2,230.00	01-54-42-20 REPAIRS
Total 2963:					2,230.00	
CELLEBRITE INC						
3240	CELLEBRITE INC	INVUS251980	PD - TRAINING	01/25/2023	3,850.00	01-52-11-56 TRAINING
Total 3240:					3,850.00	
CENTURYLINK						
3301	CENTURYLINK	624308341	PHONE SERVICE - LONG DISTA	01/01/2023	8.74	01-51-71-32 TELEPHONE
Total 3301:					8.74	
CHARTER COMMUNICATIONS						
3417	CHARTER COMMUNICATIONS	034458101202	FIBER JAN-FEB	01/20/2023	81.32	01-51-71-32 TELEPHONE
3417	CHARTER COMMUNICATIONS	034458101202	FIBER JAN-FEB	01/20/2023	120.33	01-52-11-32 TELEPHONE
3417	CHARTER COMMUNICATIONS	034458101202	FIBER JAN-FEB	01/20/2023	38.52	01-52-31-32 TELEPHONE AND CELLU
3417	CHARTER COMMUNICATIONS	034458101202	FIBER JAN-FEB	01/20/2023	27.82	01-53-12-32 TELEPHONE
3417	CHARTER COMMUNICATIONS	034458101202	FIBER JAN-FEB	01/20/2023	29.96	01-54-21-32 TELEPHONE
3417	CHARTER COMMUNICATIONS	034458101202	FIBER JAN-FEB	01/20/2023	36.38	11-58-12-32 TELEPHONE
3417	CHARTER COMMUNICATIONS	034458101202	FIBER JAN-FEB	01/20/2023	27.82	01-55-20-32 TELEPHONE
3417	CHARTER COMMUNICATIONS	034458101202	FIBER JAN-FEB	01/20/2023	34.24	02-82-00-32 TELEPHONE
3417	CHARTER COMMUNICATIONS	034458101202	FIBER JAN-FEB	01/20/2023	32.10	03-99-21-18 SUPPLIES & EXPENSE
3417	CHARTER COMMUNICATIONS	034458101202	FIBER JAN-FEB	01/20/2023	8.56	14-53-13-32 TELEPHONE
Total 3417:					437.05	
3417	CHARTER COMMUNICATIONS	034511701202	FIBER JAN-FEB	01/20/2023	47.12	01-51-71-32 TELEPHONE
3417	CHARTER COMMUNICATIONS	034511701202	FIBER JAN-FEB	01/20/2023	69.06	01-52-11-32 TELEPHONE
3417	CHARTER COMMUNICATIONS	034511701202	FIBER JAN-FEB	01/20/2023	22.32	01-52-31-32 TELEPHONE AND CELLU
3417	CHARTER COMMUNICATIONS	034511701202	FIBER JAN-FEB	01/20/2023	16.12	01-53-12-32 TELEPHONE
3417	CHARTER COMMUNICATIONS	034511701202	FIBER JAN-FEB	01/20/2023	17.36	01-54-21-32 TELEPHONE

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
3417	CHARTER COMMUNICATIONS	034511701202	FIBER JAN-FEB	01/20/2023	21.08	11-58-12-32 TELEPHONE
3417	CHARTER COMMUNICATIONS	034511701202	FIBER JAN-FEB	01/20/2023	19.84	02-82-00-32 TELEPHONE
3417	CHARTER COMMUNICATIONS	034511701202	FIBER JAN-FEB	01/20/2023	18.60	03-99-21-18 SUPPLIES & EXPENSE
3417	CHARTER COMMUNICATIONS	034511701202	FIBER JAN-FEB	01/20/2023	16.12	01-55-20-32 TELEPHONE
3417	CHARTER COMMUNICATIONS	034511701202	FIBER JAN-FEB	01/20/2023	4.96	14-53-13-32 TELEPHONE
Total 3417:					252.58	
CONSOLIDATED DOORS INC						
3752	CONSOLIDATED DOORS INC	532870	MUNI BLDG - REPAIR	12/19/2022	588.00	01-51-71-20 REPAIRS
Total 3752:					588.00	
CONVERGENT SOLUTIONS INC						
3762	CONVERGENT SOLUTIONS INC	54899	PHONE SYS-INTERACTION-SE	01/11/2023	104.25	01-51-86-11 CONTRACTED IT SUPPO
Total 3762:					104.25	
3762	CONVERGENT SOLUTIONS INC	54924	PHONE SYS-VOICEMAIL SYNC I	12/31/2022	1,126.45	01-51-86-11 CONTRACTED IT SUPPO
Total 3762:					1,126.45	
3762	CONVERGENT SOLUTIONS INC	54937	PHONE SYS-ADD TWO LINES -	01/17/2023	104.25	01-51-86-11 CONTRACTED IT SUPPO
Total 3762:					104.25	
CORE & MAIN LP						
3784	CORE & MAIN LP	S043339	RIVERSIDE PARK RESTROOMS	12/21/2022	100.00	05-55-41-70 CAPITAL PROJECTS
Total 3784:					100.00	
COREY OIL LTD						
3786	COREY OIL LTD	284896	DEF FLUID	01/11/2023	285.25	01-54-11-40 GASOLINE
3786	COREY OIL LTD	284896	DEF FLUID	01/11/2023	285.25	17-58-17-40 FUEL
Total 3786:					570.50	
CORPORATE BUSINESS SYSTEMS						
3793	CORPORATE BUSINESS SYSTE	33102341	COPIER LEASE FEE HR	12/26/2023	100.80	01-51-60-18 SUPPLIES & EXPENSE
3793	CORPORATE BUSINESS SYSTE	33102341	COPIER LEASE FEE IT	12/26/2023	14.40	01-51-86-18 IT SUPPLIES & EXPENSE
3793	CORPORATE BUSINESS SYSTE	33102341	COPIER LEASE FEE MAYOR	12/26/2023	14.40	01-51-31-18 SUPPLIES & EXPENSE
3793	CORPORATE BUSINESS SYSTE	33102341	COPIER LEASE FEE SIDC	12/26/2023	14.40	60-51-05-18 SUPPLIES SIDC COORD
Total 3793:					144.00	
3793	CORPORATE BUSINESS SYSTE	33138689	COPIER LEASE FEE-CA	12/30/2022	142.40	01-51-61-18 SUPPLIES & EXPENSE
Total 3793:					142.40	
3793	CORPORATE BUSINESS SYSTE	33240259	COPIER LEASE FEE USAGE FIR	01/16/2023	11.69	01-52-31-44 OFFICE SUPPLIES
Total 3793:					11.69	
3793	CORPORATE BUSINESS SYSTE	33262801	HEALTH - COPIER LEASE & CO	01/18/2023	174.46	01-53-12-26 MAINTENANCE CONTRA
3793	CORPORATE BUSINESS SYSTE	33262801	ENVIRO - COPIER LEASE & CO	01/18/2023	174.46	14-53-13-18 SUPPLIES

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total 3793:					348.92	
3794	CORPORATE BUSINESS SYSTE	332642	COPIER MAINT FEE OVERAGE	01/03/2023	12.02	01-51-60-18 SUPPLIES & EXPENSE
3794	CORPORATE BUSINESS SYSTE	332642	COPIER MAINT FEE OVERAGE	01/03/2023	15.15	01-51-31-18 SUPPLIES & EXPENSE
3794	CORPORATE BUSINESS SYSTE	332642	COPIER MAINT FEE OVERAGE	01/03/2023	1.80	60-51-05-18 SUPPLIES SIDC COORD
Total 3794:					28.97	
3793	CORPORATE BUSINESS SYSTE	33301135	COPIER LEASE FEE HR	01/24/2023	100.80	01-51-60-18 SUPPLIES & EXPENSE
3793	CORPORATE BUSINESS SYSTE	33301135	COPIER LEASE FEE IT	01/24/2023	14.40	01-51-86-18 IT SUPPLIES & EXPENSE
3793	CORPORATE BUSINESS SYSTE	33301135	COPIER LEASE FEE MAYOR	01/24/2023	14.40	01-51-31-18 SUPPLIES & EXPENSE
3793	CORPORATE BUSINESS SYSTE	33301135	COPIER LEASE FEE SIDC	01/24/2023	14.40	60-51-05-18 SUPPLIES SIDC COORD
Total 3793:					144.00	
3794	CORPORATE BUSINESS SYSTE	334129	COPIER MAINT FEE-	01/26/2023	16.37	01-54-21-18 SUPPLIES & EXPENSE
3794	CORPORATE BUSINESS SYSTE	334129	COPIER MAINT FEE-	01/26/2023	16.36	17-58-17-18 SUPPLIES
Total 3794:					32.73	
COTTINGHAM & BUTLER INS SVCS						
3125	COTTINGHAM & BUTLER INS S	291703	JOB CLASSIFICATIONS WATER	01/10/2023	275.00	02-85-00-20 OUTSIDE SERVICES EM
Total 3125:					275.00	
CRANE ENGINEERING SALES INC						
3875	CRANE ENGINEERING SALES I	422217-00	HAYWARD GORDON PUMP RP	12/30/2022	6,222.22	02-97-30-12 REPAIR OR REPLACE
Total 3875:					6,222.22	
3875	CRANE ENGINEERING SALES I	423414-00	PARTS FOR PUMP RPR - WW	12/30/2022	7,387.74	02-97-30-12 REPAIR OR REPLACE
Total 3875:					7,387.74	
CUMMINS INC						
3957	CUMMINS INC	F6-46856	MUNI BLDG - REPAIR	01/17/2023	1,319.79	01-51-71-20 REPAIRS
Total 3957:					1,319.79	
DIGGERS HOTLINE INC						
4466	DIGGERS HOTLINE INC	220 6 60501 P	1ST PRE-PMT-LOCATE TICKET	01/16/2023	2,187.20	03-66-65-18 SUPPLIES-TRANSMISSIO
Total 4466:					2,187.20	
DIGICORP INC						
4468	DIGICORP INC	15592	PD - IT INV	01/12/2023	18,089.50	01-51-86-44 SOFTWARE SUPPORT/S
Total 4468:					18,089.50	
4468	DIGICORP INC	344671	MS 365 APPS & SENTINELONE-	01/20/2023	2,213.60	01-51-86-44 SOFTWARE SUPPORT/S
Total 4468:					2,213.60	
DODGE CO CHIEFS & SHERIFF ASSOC						
4540	DODGE CO CHIEFS & SHERIFF	20230112	PD - DUES KAMINSKI	01/12/2023	40.00	01-52-11-22 DUES, FEES & SUBS
4540	DODGE CO CHIEFS & SHERIFF	20230112	PD - DUES OLSEN	01/12/2023	20.00	01-52-11-22 DUES, FEES & SUBS

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total 4540:					60.00	
DODGE COUNTY TREASURER						
4565	DODGE COUNTY TREASURER	FEB2023TAXS	FEB 2023 TAX SETTLEMENT	02/01/2023	975,938.14	50-21-61-10 DUE TO COUNTY
Total 4565:					975,938.14	
DOLAN CONSULTING GROUP						
552785	DOLAN CONSULTING GROUP	RO123	PD - TRAINING	01/12/2023	545.00	01-52-11-56 TRAINING
Total 552785:					545.00	
DRYDON EQUIPMENT INC						
4750	DRYDON EQUIPMENT INC	0000422	LINERS-SLUDGECONVEYORS -	01/30/2022	27,406.13	02-98-00-00 REPLACEMENT OF EQUI
Total 4750:					27,406.13	
EMILY MCFARLAND						
13218	EMILY MCFARLAND	012423	MILEAGE REIMBURSEMENT-MA	01/30/2023	58.02	01-51-31-24 TRAVEL
Total 13218:					58.02	
EMMONS BUSINESS INTERIORS						
5572	EMMONS BUSINESS INTERIOR	215686	DESK & RETURN ARM	01/23/2023	718.86	01-51-40-60 CAPITAL OUTLAY
Total 5572:					718.86	
ERICH PHILLIPS						
553685	ERICH PHILLIPS	282910815033	REFUND OVERPAYMENT ON TA	01/30/2023	165.38	01-27-19-20 TREASURER'S TRUST
Total 553685:					165.38	
FEDERAL SIGNAL CORPORATION						
6085	FEDERAL SIGNAL CORPORATI	8233331	EMERGENCY MANAGEMENT CI	01/30/2023	16,652.00	05-52-31-70 CAPITAL PROJECTS
Total 6085:					16,652.00	
FIRE SERVICE INC						
6371	FIRE SERVICE INC	WI-4856	PURUS DEF FLUID FIRE	01/24/2023	133.92	01-52-31-42 APPARATUS MAINTENAN
Total 6371:					133.92	
GE DIGITAL LLC						
552800	GE DIGITAL LLC	170011000501	GRAY MATTER-SCADA SYSTEM	01/12/2023	9,653.97	02-85-00-61 SOFTWARE MAINTENAN
Total 552800:					9,653.97	
GENERAL COMMUNICATIONS INC						
7210	GENERAL COMMUNICATIONS I	314379	PD - 2635-CONSOLE	12/21/2022	11,760.00	01-52-11-20 MAINTENANCE CONTRA
Total 7210:					11,760.00	
7210	GENERAL COMMUNICATIONS I	314380	PD - 2835-HARRIS P25-02	12/21/2022	26,400.00	01-52-11-20 MAINTENANCE CONTRA
Total 7210:					26,400.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
7210	GENERAL COMMUNICATIONS I	314381	PD - 2835 - MNT-EVENTIDE 01	12/21/2022	3,840.00	01-52-11-20 MAINTENANCE CONTRA
Total 7210:					3,840.00	
HEATHER MINNING						
554621	HEATHER MINNING	F480L5NCCM	WITNESS FEES	01/23/2023	6.00	01-51-61-42 WITNESS FEES
Total 554621:					6.00	
HYDROCORP						
8994	HYDROCORP	0070819-IN	CROSS CONNECTION PROGRA	01/31/2023	1,207.00	03-99-23-18 OUTSIDE SERVICES EXP
Total 8994:					1,207.00	
ID NETWORKS INC						
9010	ID NETWORKS INC	280248	PD - LIVESCAN	01/01/2023	3,495.00	01-52-11-20 MAINTENANCE CONTRA
Total 9010:					3,495.00	
INSIGHT FS						
9415	INSIGHT FS	21002457	GASOLINE - WW	01/31/2023	2,090.40	02-82-00-40 GASOLINE
Total 9415:					2,090.40	
INTERSTATE BILLING SERVICE INC						
9490	INTERSTATE BILLING SERVICE	X101058674 0	AIR DRYER -STOCK PARTS	01/06/2023	315.06	01-54-11-20 REPAIRS
Total 9490:					315.06	
9490	INTERSTATE BILLING SERVICE	X101059015:0	STREET VEH STOCK	01/11/2023	181.13	01-54-11-20 REPAIRS
Total 9490:					181.13	
9490	INTERSTATE BILLING SERVICE	x101060025:01	STOCK STREET PARTS	01/25/2023	1,037.61	01-54-11-20 REPAIRS
9490	INTERSTATE BILLING SERVICE	x101060025:01	SOLID WASTE STOCK PARTS	01/25/2023	173.55	17-58-17-20 REPAIRS
Total 9490:					1,211.16	
ISAIAH OETKEN						
554630	ISAIAH OETKEN	142910915324	REFUND OVERPAYMENT ON TA	01/30/2023	243.46	01-27-19-20 TREASURER'S TRUST
Total 554630:					243.46	
J&L TIRE INC						
10009	J&L TIRE INC	361545	LOADER TIRES	01/31/2023	9,689.50	01-54-11-42 TIRES & TIRE REPAIR
Total 10009:					9,689.50	
JEFFERSON CO CLERK OF COURTS						
10226	JEFFERSON CO CLERK OF CO	SCHUMACHE	BONE-SCHUMACHER, MICHAEL	02/01/2023	150.00	01-27-19-90 POLICE DEPT. BONDS T
Total 10226:					150.00	
JEFFERSON CO FIRE CHIEFS ASSOC						
10235	JEFFERSON CO FIRE CHIEFS A	2023	ANNUAL DUES-FIRE	01/01/2023	200.00	01-52-31-22 DUES, FEES & SUBS

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total 10235:					200.00	
JEFFERSON COUNTY CHIEFS & SHERIFF ASSOC						
10223	JEFFERSON COUNTY CHIEFS	2023-1	MEMBERSHIP DUES-KAMINSKI-	01/12/2023	75.00	01-52-11-22 DUES, FEES & SUBS
Total 10223:					75.00	
JEFFERSON COUNTY DRUG TASK FORCE						
10285	JEFFERSON COUNTY DRUG TA	2023-003	TASK FORCE CONTRIBUTION-P	01/04/2023	2,467.25	01-52-11-57 DRUG ENFORCEMENT
Total 10285:					2,467.25	
JEFFERSON COUNTY TREASURER						
10295	JEFFERSON COUNTY TREASU	FEB2023TAXS	FEB 2023 TAX SETTLEMENT	02/01/2023	1,212,001.00	50-21-61-10 DUE TO COUNTY
Total 10295:					1,212,001.00	
JM CARPETS						
554584	JM CARPETS	035634	PD - CARPET	12/30/2022	10,742.60	01-51-71-60 CAPITAL OUTLAY
Total 554584:					10,742.60	
JOHN RIEGEL						
554632	JOHN RIEGEL	282910815042	REFUND OVERPAYMENT ON TA	01/31/2023	1,138.61	01-27-19-20 TREASURER'S TRUST
Total 554632:					1,138.61	
JOHNS RECYCLING INC						
10496	JOHNS RECYCLING INC	20050	SINGLE STREAM MIX RECYCLI	12/31/2022	6,113.12	17-58-17-41 OUTSIDE RECYCLING S
Total 10496:					6,113.12	
JUDITH DRAEGER TRUST						
4715	JUDITH DRAEGER TRUST	REFUND 2022	REFUND OVERPAYMENT ON TA	01/26/2023	1,676.32	01-27-19-20 TREASURER'S TRUST
Total 4715:					1,676.32	
KEVIN HOTH						
554631	KEVIN HOTH	282910815044	REFUND OVERPAYMENT ON TA	01/30/2023	203.93	01-27-19-20 TREASURER'S TRUST
Total 554631:					203.93	
KIMBALL MIDWEST						
11383	KIMBALL MIDWEST	100659410	STREET STOCK PARTS	01/13/2023	1,559.44	01-54-11-20 REPAIRS
Total 11383:					1,559.44	
11383	KIMBALL MIDWEST	100668054	STREET STOCK PARTS	01/17/2023	573.92	01-54-11-20 REPAIRS
Total 11383:					573.92	
11383	KIMBALL MIDWEST	100690559	STOCK PARTS FOR STREET M	01/24/2023	431.00	01-54-11-20 REPAIRS
Total 11383:					431.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
KWIK TRIP BUSINESS PLUS						
11973	KWIK TRIP BUSINESS PLUS	V1926 1123	LATE FEE FUEL-FIRE	01/01/2023	48.68	01-52-31-40 FUEL
Total 11973:					48.68	
KWIK TRIP EXTENDED NETWORK						
11971	KWIK TRIP EXTENDED NETWO	NP63577140	PD - CAR WASH/FUEL	01/02/2023	60.65	01-52-11-40 FUEL
Total 11971:					60.65	
LAKESIDE INTERNATIONAL TRUCKS						
12048	LAKESIDE INTERNATIONAL TR	5085423	VEHICLE 52 REPAIRS	11/07/2022	4,803.14	01-54-11-20 REPAIRS
Total 12048:					4,803.14	
12048	LAKESIDE INTERNATIONAL TR	5169334P	VEH #29 NITROGEN SENSOR	01/10/2023	931.02	01-54-11-20 REPAIRS
Total 12048:					931.02	
12048	LAKESIDE INTERNATIONAL TR	5169596P	VEH #29 CONNECTORS	01/17/2023	39.81	01-54-11-20 REPAIRS
Total 12048:					39.81	
12048	LAKESIDE INTERNATIONAL TR	CM5169334P	CORE RETURNED FOR VEH #2	01/17/2023	282.63-	01-54-11-20 REPAIRS
Total 12048:					282.63-	
LANGE ENTERPRISES						
12110	LANGE ENTERPRISES	82781	BARRICADE SHEETING	01/24/2023	414.80	01-54-41-18 SUPPLIES & EXPENSE
Total 12110:					414.80	
LANGUAGE LINE SERVICES						
12115	LANGUAGE LINE SERVICES	107077146	OVER THE PHONE INTERPRET	12/31/2022	957.30	01-52-11-17 OUTSIDE SERVICES
Total 12115:					957.30	
MADISON COLLEGE						
13040	MADISON COLLEGE	FEB2023TAXS	FEB 2023 TAX SETTLEMENT- D	02/01/2023	177,700.62	50-21-71-20 DUE TO VTAE
Total 13040:					177,700.62	
13040	MADISON COLLEGE	FEB2023TAXS	FEB 2023 TAX SETTLEMENT- JE	02/01/2023	254,093.54	50-21-71-20 DUE TO VTAE
Total 13040:					254,093.54	
MASTERGRAPHICS INCORPORATED						
13151	MASTERGRAPHICS INCORPOR	INV228487	LG COPIER ANNUAL MAINT FE	12/29/2022	1,875.00	01-54-10-26 MAINTENANCE CONTRA
Total 13151:					1,875.00	
MATT PIEPER						
16387	MATT PIEPER	11723	REIMBURSEMENT FOR CLASS	01/17/2023	158.62	01-52-31-48 TRAINING TUITION
Total 16387:					158.62	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
MEGAN DUNNEISEN						
554094	MEGAN DUNNEISEN	082522	MILEAGE - AUG 22 CLERK CON	08/25/2022	110.04	01-51-40-24 TRAVEL & TRAINING
Total 554094:					110.04	
MENARDS INC						
13384	MENARDS INC	44079	LUMBER	12/12/2022	215.76	01-54-41-18 SUPPLIES & EXPENSE
Total 13384:					215.76	
13384	MENARDS INC	44333	PROMOTE SAFETY ITEMS	12/16/2022	47.34	01-54-31-59 SAFETY EQUIPMENT
Total 13384:					47.34	
13384	MENARDS INC	45712	MICS SUPPLIES - WW	01/11/2023	66.45	02-82-00-18 SUPPLIES & EXPENSE
Total 13384:					66.45	
13384	MENARDS INC	46020	PARTS/SUPPLIES-PRIMARY BL	01/17/2023	765.84	02-83-10-42 PROCESSING EQUIPME
Total 13384:					765.84	
13384	MENARDS INC	46021	PART-PRIMARY BLDG AIR DRY	01/17/2023	25.99	02-83-10-42 PROCESSING EQUIPME
Total 13384:					25.99	
13384	MENARDS INC	46318	UV STORAGE-SECNDRY BLDG	01/23/2023	1,069.93	02-82-00-18 SUPPLIES & EXPENSE
Total 13384:					1,069.93	
MIDDLETON FARMERS COOPERATIVE COMPANY						
554035	MIDDLETON FARMERS COOPE	45	ROADMASTER FUEL	01/25/2023	28,763.48	01-54-11-40 GASOLINE
Total 554035:					28,763.48	
554035	MIDDLETON FARMERS COOPE	7	TAX ADJUSTMENT	01/27/2023	5,660.48-	01-54-11-40 GASOLINE
Total 554035:					5,660.48-	
554035	MIDDLETON FARMERS COOPE	8	UNLEADED FUEL CHARGE	01/27/2023	5,367.24	01-54-11-40 GASOLINE
Total 554035:					5,367.24	
MOTOROLA SOLUTIONS, INC						
13745	MOTOROLA SOLUTIONS, INC	8281523459	RADIO AND SET UP FOR COMM	12/01/2022	7,490.60	05-52-31-70 CAPITAL PROJECTS
Total 13745:					7,490.60	
13745	MOTOROLA SOLUTIONS, INC	8281544732	RADIO SET UP FOR NEW TRUC	01/09/2023	733.17	05-52-31-70 CAPITAL PROJECTS
Total 13745:					733.17	
NATHAN BUTTERBRODT						
553447	NATHAN BUTTERBRODT	JAN 2023 DNR	DNR WW OPERATOR EXAM(2)	01/26/2023	160.00	02-85-00-23 TRAINING
Total 553447:					160.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
NORTH WOODS SUPERIOR CHEMICAL						
14647	NORTH WOODS SUPERIOR CH	353036	DEGREASER	01/09/2023	214.55	01-54-12-18 SUPPLIES & EXPENSE
Total 14647:					214.55	
NUANCE COMMUNICATIONS, INC						
554525	NUANCE COMMUNICATIONS, I	50815394	PD - POWER MIC-LIC ID	01/18/2023	2,674.77	01-52-11-60 CAPITAL OUTLAY
Total 554525:					2,674.77	
554525	NUANCE COMMUNICATIONS, I	70514362	PD - DRAGON	01/19/2023	1,400.00	01-52-11-60 CAPITAL OUTLAY
Total 554525:					1,400.00	
OLSEN SAFETY EQUIPMENT CORP						
15575	OLSEN SAFETY EQUIPMENT C	0404029-IN	SAFETY GLOVES	01/19/2023	69.79	01-54-31-59 SAFETY EQUIPMENT
Total 15575:					69.79	
ORGANIZATION DEVELOPMENT CONSULTANTS INC						
15684	ORGANIZATION DEVELOPMEN	13680	PD - EMPL EXAM - RICHARDT	01/02/2023	700.00	01-52-11-17 OUTSIDE SERVICES
Total 15684:					700.00	
15684	ORGANIZATION DEVELOPMEN	13694	NEW HIRE PSYCH TEST BOLDT	01/16/2023	700.00	01-52-31-19 HIRING EXPENSES
Total 15684:					700.00	
PERSONNEL EVALUATION INC						
16281	PERSONNEL EVALUATION INC	46592	PD - EMPLOYEE EXAM	12/31/2022	100.00	01-52-11-17 OUTSIDE SERVICES
Total 16281:					100.00	
PHILIP RHODES						
554536	PHILIP RHODES	RHODES 0125	REIMBURSEMENT FOR CDL LIC	01/25/2023	40.00	17-58-17-59 SAFETY EQUIPMENT
Total 554536:					40.00	
PIGGLY WIGGLY						
16395	PIGGLY WIGGLY	12172022	FOOD FOR EVENT FIRE	12/17/2022	397.00	01-58-11-04 FIRE PREVENTION PRO
Total 16395:					397.00	
PITNEY BOWES INC						
554623	PITNEY BOWES INC	1022368292	METER INK	01/17/2023	91.29	01-51-40-26 MAINTENANCE CONTRA
Total 554623:					91.29	
PRECISIONCHEM LLC						
16707	PRECISIONCHEM LLC	16085	QRTLY CONTRACT BOILER SV	01/10/2023	175.00	02-85-00-20 OUTSIDE SERVICES EM
Total 16707:					175.00	
R&R INSURANCE SERVICES INC						
18005	R&R INSURANCE SERVICES IN	2779961	WORK COMP INS 2021 AUDIT R	01/17/2023	16,370.00-	01-51-94-46 WORKMAN'S COMPENS

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total 18005:					16,370.00-	
18005	R&R INSURANCE SERVICES IN	2782552	CYBER LIABILITY - LWMMI	01/19/2023	6,225.00	01-51-94-40 PUBLIC LIABILITY
Total 18005:					6,225.00	
RHYME BUSINESS PRODUCTS						
4092	RHYME BUSINESS PRODUCTS	33138690	COPIER MAINT FEE-	12/30/2022	222.41	01-54-10-26 MAINTENANCE CONTRA
Total 4092:					222.41	
4092	RHYME BUSINESS PRODUCTS	33168688	PD - COPIER MAINT	12/30/2022	733.54	01-52-11-20 MAINTENANCE CONTRA
Total 4092:					733.54	
4092	RHYME BUSINESS PRODUCTS	33240258	COPIER MAINT FEE-BS&Z	01/16/2023	173.02	01-52-41-26 MAINTENANCE CONTRA
Total 4092:					173.02	
RNOW INC						
552807	RNOW INC	2023-64915	STOCK RUBBER GRIPPERS	01/27/2023	402.57	17-58-17-20 REPAIRS
Total 552807:					402.57	
ROBERT WOLFGRAM						
53042	ROBERT WOLFGRAM	282910815041	REFUND OVERPAYMENT OF TA	01/30/2023	177.00	01-27-19-20 TREASURER'S TRUST
Total 53042:					177.00	
RUEKERT MIELKE INC						
18891	RUEKERT MIELKE INC	145115	PROJ 79-10037 FLOOD CONTR	01/25/2023	16,892.50	16-58-16-60 CAPITAL OUTLAY
Total 18891:					16,892.50	
18891	RUEKERT MIELKE INC	145116	PROJ 79-10039 SUBDIVISION C	01/25/2023	473.00	01-54-10-47 OUTSIDE SERVICES EM
18891	RUEKERT MIELKE INC	145116	PROJ 79-10039 SUBDIVISION C	01/25/2023	473.01	16-58-16-47 OUTSIDE SERVICES EM
Total 18891:					946.01	
18891	RUEKERT MIELKE INC	145117	PROJ 79-10042 MS4 MODELING	01/25/2023	6,472.71	16-58-16-47 OUTSIDE SERVICES EM
Total 18891:					6,472.71	
SABEL MECHANICAL LLC						
554385	SABEL MECHANICAL LLC	220955	MIXER REPAIR - WW	12/30/2022	3,500.71	02-97-30-12 REPAIR OR REPLACE
Total 554385:					3,500.71	
SCHAEFER SOFT WATER INC						
19255	SCHAEFER SOFT WATER INC	S-IN01068	MUNI BLDG - WATER SOFTENE	01/11/2023	11,860.00	01-51-71-60 CAPITAL OUTLAY
Total 19255:					11,860.00	
SHERWIN WILLIAMS						
19523	SHERWIN WILLIAMS	0935-0	PAINT/PAINT SUPPLIES - WW	01/24/2023	93.11	02-83-10-40 GENERAL PLANT STRUC

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total 19523:					93.11	
SHORT ELLIOTT HENDRICKSON INC						
19563	SHORT ELLIOTT HENDRICKSO	437050	PROJ 170152 WTTN PERMIT RE	11/14/2022	2,718.95	01-54-10-44 ENGINEERING REVIEW F
Total 19563:					2,718.95	
19563	SHORT ELLIOTT HENDRICKSO	438779	PROJ 170152 TDS WTTN PERMI	12/16/2022	1,090.20	01-54-10-44 ENGINEERING REVIEW F
Total 19563:					1,090.20	
19563	SHORT ELLIOTT HENDRICKSO	440306	PROJECT 160390-WATRN SPRI	01/16/2023	455.17	03-99-23-18 OUTSIDE SERVICES EXP
Total 19563:					455.17	
STEVEN CHESEBRO						
554202	STEVEN CHESEBRO	01 17 2023	MILEAGE REIMBURSEMENT-CA	01/17/2023	21.03	01-51-61-24 TRAVEL
Total 554202:					21.03	
STRAND ASSOCIATES INC						
19850	STRAND ASSOCIATES INC	0192346	PROJECT 1550.007-ON-DEMAN	01/12/2023	1,844.45	03-99-23-18 OUTSIDE SERVICES EXP
Total 19850:					1,844.45	
19850	STRAND ASSOCIATES INC	0192347	PROJECT 1550.008 CORROSIO	01/12/2023	2,524.79	03-99-23-18 OUTSIDE SERVICES EXP
Total 19850:					2,524.79	
STRYKER SALES CORPORATION						
19870	STRYKER SALES CORPORATIO	4020461	PEDIMATE RESTRAINT FOR AL	01/17/2023	278.94	01-52-31-54 EMS SUPPLIES
Total 19870:					278.94	
SYMBIONT						
19979	SYMBIONT	56016	PROJECT R4666751-222377.01	01/09/2023	9,964.50	02-97-30-12 REPAIR OR REPLACE
Total 19979:					9,964.50	
19979	SYMBIONT	56091	PROJECT R4666751-222359.01	01/12/2023	1,456.00	02-97-30-00 CAPITAL OUTLAY
Total 19979:					1,456.00	
19979	SYMBIONT	56092	PROJECT R4666751-222359.01	01/12/2023	1,597.00	03-99-99-99 CAPITAL OUTLAY
Total 19979:					1,597.00	
19979	SYMBIONT	56093	PROJECT R4666751-222554.012	01/12/2023	4,164.25	16-58-16-20 SOFTWARE MAINTENAN
Total 19979:					4,164.25	
THE EXPEDITERS INC						
554090	THE EXPEDITERS INC	3478	CLN SNTRY SWR TRBLSPT-FIS	01/12/2023	1,875.00	02-85-00-20 OUTSIDE SERVICES EM
Total 554090:					1,875.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
TOP NOTCH AWARDS LLC						
20630	TOP NOTCH AWARDS LLC	2022-120	CHRISTMAS PARADE PLAQUES	11/19/2022	357.15	01-58-11-10 CHRISTMAS PARADE
Total 20630:					357.15	
TOWER AUTO BODY LLC						
554538	TOWER AUTO BODY LLC	893	2012 CHEV COLORADO BODY	01/17/2023	1,704.90	03-99-40-18 SUPPLIES-MAINT. OF TR
Total 554538:					1,704.90	
TRANE US INC						
20735	TRANE US INC	13745809	MUNI BLDG - SUPPLIES	01/18/2023	425.72	01-51-71-18 SUPPLIES & EXPENSE
Total 20735:					425.72	
TRITECH SOFTWARE SYSTEMS						
20825	TRITECH SOFTWARE SYSTEM	372202	SOFTWARE SUBSCRIPTION-FI	01/04/2023	460.00	01-52-31-28 COMPUTERS AND SOFT
Total 20825:					460.00	
TRUCK COUNTRY OF WISC						
20844	TRUCK COUNTRY OF WISC	X201749801:0	CREDIT FOR OVERPAYMENT	04/08/2022	293.69-	01-54-11-20 REPAIRS
Total 20844:					293.69-	
20844	TRUCK COUNTRY OF WISC	X201785203:0	VEHICLE #33 TURN LIGHT	10/31/2022	42.17	01-54-11-20 REPAIRS
Total 20844:					42.17	
20844	TRUCK COUNTRY OF WISC	X201797129:0	VEH #31AIR TANKS AND CABLE	01/20/2023	771.05	01-54-11-20 REPAIRS
Total 20844:					771.05	
20844	TRUCK COUNTRY OF WISC	X201797165:0	VEH #9 NOX SENSOR S AND C	01/19/2023	535.77	01-54-11-20 REPAIRS
Total 20844:					535.77	
20844	TRUCK COUNTRY OF WISC	X201797537:0	MOUNTING BRACKETS AND TA	01/27/2023	894.28	01-54-11-20 REPAIRS
Total 20844:					894.28	
20844	TRUCK COUNTRY OF WISC	X201797615:0	NOX SENSOR RETURN	01/23/2023	120.00-	01-54-11-20 REPAIRS
Total 20844:					120.00-	
20844	TRUCK COUNTRY OF WISC	X201798341:0	PIPE AND FITTING	01/27/2023	40.50	01-54-11-20 REPAIRS
Total 20844:					40.50	
TURNER HALL						
20920	TURNER HALL	06-08-2023	COLLECTION SEM HALL RENT -	02/01/2023	300.00	02-85-00-22 DUES, FEES & SUBS
Total 20920:					300.00	
UNIVERSAL RECYCLING TECHNOLOGIES LLC						
21538	UNIVERSAL RECYCLING TECH	ARINV195787	ELECTRONIC AND TELEVISION	01/12/2023	167.00	17-58-17-41 OUTSIDE RECYCLING S

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total 21538:					167.00	
VANDEWALLE & ASSOCIATES						
22160	VANDEWALLE & ASSOCIATES	202230124	PLANNING SERVICE TIF ASSIT	01/19/2023	1,213.16	19-58-07-48 PLANNING
22160	VANDEWALLE & ASSOCIATES	202230124	PLANNING & DEVELOPMENT	01/19/2023	1,095.00	01-54-09-13 CONTRACT PLANNING S
Total 22160:					2,308.16	
VERONA SAFETY SUPPLY INC						
552483	VERONA SAFETY SUPPLY INC	72646	COWHIDE SAFETY GLOVES	01/19/2023	142.07	01-54-31-59 SAFETY EQUIPMENT
Total 552483:					142.07	
WATERTOWN AREA CHAMBER OF COMMERCE						
23160	WATERTOWN AREA CHAMBER	4131	CHAMBER GIFT CARD FOR RE	01/27/2023	50.00	17-58-17-18 SUPPLIES
Total 23160:					50.00	
WATERTOWN FAMILY CONNECTIONS						
23195	WATERTOWN FAMILY CONNEC	2023 SUPPOR	2023 SUPPORT	01/13/2023	5,000.00	01-57-11-58 WATERTOWN FAMILY CO
Total 23195:					5,000.00	
WATERTOWN MEDICAL CENTER LLC						
23400	WATERTOWN MEDICAL CENTE	060122 BRUN	NEW DRUG SCREEN COLLECTI	07/02/2022	30.00	17-58-17-59 SAFETY EQUIPMENT
Total 23400:					30.00	
23400	WATERTOWN MEDICAL CENTE	120622 STEG	DRUG SCREEN AFTER HOURS	01/02/2023	285.00	01-52-31-19 HIRING EXPENSES
Total 23400:					285.00	
23400	WATERTOWN MEDICAL CENTE	120722	DRUG SCREEN COLLECTION	01/02/2023	45.00	01-55-20-18 SUPPLIES & EXPENSE
23400	WATERTOWN MEDICAL CENTE	120722	BREATH TEST H DEGRANDT	01/02/2023	30.00	01-55-20-18 SUPPLIES & EXPENSE
Total 23400:					75.00	
23400	WATERTOWN MEDICAL CENTE	120822 STREE	DRUG SCREEN COLLECTION J	01/02/2023	30.00	01-54-21-18 SUPPLIES & EXPENSE
23400	WATERTOWN MEDICAL CENTE	120822 STREE	DRUG SCREEN COLLECTION	01/02/2023	75.00	01-54-21-18 SUPPLIES & EXPENSE
23400	WATERTOWN MEDICAL CENTE	120822 STREE	DRUG SCREEN COLLECTION	01/02/2023	30.00	01-54-21-18 SUPPLIES & EXPENSE
23400	WATERTOWN MEDICAL CENTE	120822 STREE	DRUG SCREEN COLLECTION R	01/02/2023	30.00	01-54-21-18 SUPPLIES & EXPENSE
Total 23400:					165.00	
23400	WATERTOWN MEDICAL CENTE	121222 STREE	BREATH TEST MARTIN LARSON	01/03/2023	45.00	01-54-21-18 SUPPLIES & EXPENSE
23400	WATERTOWN MEDICAL CENTE	121222 STREE	DRUG SCREEN COLLECTION	01/03/2023	30.00	01-54-21-18 SUPPLIES & EXPENSE
23400	WATERTOWN MEDICAL CENTE	121222 STREE	DRUG SCREEN COLLECTION	01/03/2023	30.00	01-54-21-18 SUPPLIES & EXPENSE
Total 23400:					105.00	
23400	WATERTOWN MEDICAL CENTE	122022 LIBRA	DRUG SCREEN JEANETTE IVIE	01/02/2023	40.00	11-58-12-18 SUPPLIES
23400	WATERTOWN MEDICAL CENTE	122022 LIBRA	DRUG SCREEN & COLLCTION	01/02/2023	75.00	11-58-12-18 SUPPLIES
23400	WATERTOWN MEDICAL CENTE	122022 LIBRA	DRUG SCREEN JOHN HACKBA	01/02/2023	40.00	11-58-12-18 SUPPLIES
Total 23400:					155.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
23400	WATERTOWN MEDICAL CENTE	20221221	PD - OHS - DRUG SCREEN	12/21/2022	30.00	01-52-11-17 OUTSIDE SERVICES
23400	WATERTOWN MEDICAL CENTE	20221221	PD - OHS - NDOT PHY	12/21/2022	100.00	01-52-11-17 OUTSIDE SERVICES
23400	WATERTOWN MEDICAL CENTE	20221221	PD - OHS - AUDIOGRAM	12/21/2022	30.00	01-52-11-17 OUTSIDE SERVICES
23400	WATERTOWN MEDICAL CENTE	20221221	PD - OHS - TITMUS VISION	12/21/2022	50.00	01-52-11-17 OUTSIDE SERVICES
23400	WATERTOWN MEDICAL CENTE	20221221	PD - OHS - EKG	12/21/2022	125.00	01-52-11-17 OUTSIDE SERVICES
Total 23400:					335.00	
WATERTOWN UNIFIED SCHOOL DISTRICT						
23485	WATERTOWN UNIFIED SCHOOL	FEB2023TAXS	2023 FEB TAX SETTLEMENT DO	02/01/2023	1,800,155.82	50-21-71-10 DUE TO SCHOOLS
Total 23485:					1,800,155.82	
23485	WATERTOWN UNIFIED SCHOOL	FEB2023TAXS	FEB 2023 TAX SETTLEMENT- JE	02/01/2023	2,574,037.04	50-21-71-10 DUE TO SCHOOLS
Total 23485:					2,574,037.04	
WAUPUN EQUIPMENT CO INC						
23506	WAUPUN EQUIPMENT CO INC	1121F	CYLINDER FOR VEH #100	01/11/2023	360.00	01-54-11-20 REPAIRS
Total 23506:					360.00	
23506	WAUPUN EQUIPMENT CO INC	1261F	BEARING AND BOLTS	01/24/2023	71.63	01-54-11-20 REPAIRS
Total 23506:					71.63	
WI DEPARTMENT OF JUSTICE						
23732	WI DEPARTMENT OF JUSTICE	455TIME-0000	PD - DISPATCH TIME ACCESS	01/10/2023	2,511.75	01-52-13-18 SUPPLIES
Total 23732:					2,511.75	
WI POLICE LEADERSHIP FOUNDATIO						
23685	WI POLICE LEADERSHIP FOUN	1013	PD -WIPEG DUES	01/25/2023	110.00	01-52-11-22 DUES, FEES & SUBS
Total 23685:					110.00	
WILEAG						
23022	WILEAG	37	ANNUAL REGISTRATION FEE	12/26/2022	650.00	01-58-11-15 POLICE ACCREDITATION
Total 23022:					650.00	
WISCONSIN MUNICIPAL COURT CLERKS ASSOC						
553023	WISCONSIN MUNICIPAL COURT	2023	COURT CLERK ASSOCIATION	01/16/2023	45.00	01-51-21-22 DUES, FEES & SUBS
Total 553023:					45.00	
WOLF PAVING COMPANY INC						
23910	WOLF PAVING COMPANY INC	43673	COLD PATCH MIX FOR STREET	01/26/2023	1,225.00	01-54-31-18 SUPPLIES & EXPENSE
Total 23910:					1,225.00	
23910	WOLF PAVING COMPANY INC	APPLICATION	PROJ 5-22 BITUMINOUS SURFA	01/05/2023	413.62	02-97-30-11 SEWER REHABILITATION
23910	WOLF PAVING COMPANY INC	APPLICATION	PROJ 5-22 BITUMINOUS SURFA	01/05/2023	4,614.40	03-99-99-99 CAPITAL OUTLAY
23910	WOLF PAVING COMPANY INC	APPLICATION	PROJ 5-22 BITUMINOUS SURFA	01/05/2023	169.34	16-58-16-39 STREET REPAIRS
23910	WOLF PAVING COMPANY INC	APPLICATION	PROJ 5-22 BITUMINOUS SURFA	01/05/2023	49,283.17	05-58-11-69 STREETS

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total 23910:					54,480.53	
WOLFF PACK APPAREL & PROMOTIONS						
23904	WOLFF PACK APPAREL & PRO	2508	EVENT TSHIRTS FIRE	01/09/2023	675.50	01-58-11-04 FIRE PREVENTION PRO
Total 23904:					675.50	
ZBM INC						
26005	ZBM INC	28621	MUNI BLDG - CLEANING	01/10/2023	2,300.00	01-51-71-26 MAINTENANCE CONTRA
Total 26005:					2,300.00	
Grand Totals:					7,465,966.90	

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

Invoice.Payment due date = 02/01/2023,02/07/2023

PAYROLL SUMMARIES

For the Period of: 12/28/2022 1/10/2023

Section 10, Item A.

Department	Employees FT PT		Regular Hours	Overtime Hours	Overtime Costs this Pay Period	Y-T-D Overtime Costs	Overtime Budget	Total Payroll
Police	45	-	3,542.76	95.50	4,458.44	8,735.76	-	121,358.34
Police Dispatch	9	3	770.00	30.50	1,281.41	3,503.29	-	22,055.48
Fire	26	2	2,733.00	262.00	8,552.08	19,305.08	-	84,270.10
Municipal Court	1	-	80.00	-	-	-	-	3,024.88
Mayor	1	1	100.00	-	-	-	-	3,294.08
Bldg. Inspection	3	3	274.00	-	158.13	158.13	-	11,689.09
Attorney	2	1	220.00	-	-	-	-	7,375.40
Finance	6	-	480.00	6.00	271.62	271.62	-	14,439.62
Watertown TV	2	2	190.00	-	-	-	-	4,657.40
Administration	2	1	200.00	-	-	-	-	6,150.54
Engineering	6	2	561.25	-	-	-	-	11,990.30
Health	9	4	826.24	-	-	-	-	25,912.63
Library	8	17	1,126.00	-	-	-	-	23,968.00
Municipal Building	1	-	80.00	4.50	278.17	413.04	-	2,385.05
Senior Center	-	-	-	-	60.33	60.33	-	5,985.93
Solid Waste	8	-	640.00	20.50	719.38	925.68	-	15,570.59
Street	23	-	1,840.00	31.75	1,236.58	13,536.34	-	54,292.59
Park	8	-	645.88	20.75	1,034.75	2,076.49	-	18,764.67
Forestry	2	-	160.00	7.25	-	-	-	4,349.83
Park/Rec Admin	5	1	416.00	2.00	-	-	-	3,432.80
Recreation and Pools	-	20	127.25	-	-	-	-	1,611.10
Wastewater	12	-	928.00	1.00	39.23	971.57	-	30,525.20
Water Dept.	10	-	800.00	11.75	779.90	1,812.15	-	25,132.70
Crossing Guards	-	9	74.00	-	-	-	-	832.50
Police Auxiliary	-	3	8.00	-	-	-	-	126.08
Alderspersons (2nd PR)	-	-	-	-	-	-	-	-
TOTALS	189 FT	69 PT	16,822.38	493.50	18,870.02	51,769.48	-	503,194.90

PAYROLL SUMMARIES

For the Period of: 1/11/2023 1/24/2023

Section 10, Item A.

Department	Employees FT PT		Regular Hours	Overtime Hours	Overtime Costs this Pay Period	Y-T-D Overtime Costs	Overtime Budget	Total Payroll
Police	44	-	3,439.00	82.25	5,499.56	8,735.76	83,000.00	117,264.72
Police Dispatch	9	2	762.00	-	-	3,503.29	31,000.00	19,534.82
Fire	24	1	2,611.50	135.50	4,976.83	19,305.08	150,000.00	72,933.82
Municipal Court	1	-	80.00	-	-	-	-	3,024.88
Mayor	1	1	100.00	-	-	-	-	3,294.08
Bldg. Inspection	3	3	273.75	-	-	158.13	1,000.00	11,538.42
Attorney	2	1	204.00	-	-	-	-	7,053.64
Finance	6	-	480.00	-	-	271.62	1,500.00	14,268.00
Watertown TV	2	2	190.00	-	-	-	-	4,657.40
Administration	2	1	200.00	-	-	-	-	6,162.60
Engineering	5	4	502.00	-	-	-	-	11,910.55
Health	9	4	820.75	-	-	-	10,500.00	25,600.11
Library	8	18	1,134.00	-	-	-	-	36,563.43
Municipal Building	1	-	80.00	0.50	16.76	413.04	1,000.00	1,803.96
Senior Center	-	-	-	-	60.33	60.33	-	5,985.94
Solid Waste	8	-	640.00	-	-	925.68	3,000.00	15,051.21
Street	23	-	1,840.00	14.75	617.51	13,536.34	39,200.00	55,792.42
Park	8	-	640.00	2.00	78.45	2,076.49	18,000.00	18,334.66
Forestry	2	-	160.00	-	-	-	-	4,416.00
Park/Rec Admin	5	1	440.00	2.00	-	-	400.00	3,537.60
Recreation and Pools	-	22	178.25	-	-	-	500.00	2,417.45
Wastewater	11	-	880.00	4.75	236.84	971.57	18,000.00	26,111.62
Water Dept.	10	-	800.00	12.50	430.88	1,812.15	23,500.00	23,370.13
Crossing Guards	-	9	113.00	-	-	-	-	1,271.25
Police Auxiliary	-	2	14.00	-	-	-	-	220.64
Alderpersons (2nd PR)	-	9	9.00	-	-	-	-	4,062.15
TOTALS	184 FT	80 PT	16,591.25	254.25	11,917.16	51,769.48	380,600.00	496,181.50

DECEMBER 2022 - CREDIT CARD PURCHASES OVER \$10,000

Date	Amount	Expense Account	Vendor	Description
12/12/2022	\$21,652.31	17-58-17-42	WASTE MANAGEMENT	WINKELMAN - OCTOBER LANDFILLING: 446.9 TON @ \$48.45/TON
12/12/2022	\$23,453.70	17-58-17-42	WASTE MANAGEMENT	WINKELMAN - NOVEMBER LANDFILLING: 484.08 TON @ \$48.45/TON

City of Watertown

Reserve Balances for Year Ending 12/31/2022

Account No.	Description	12/31/21	Loan Proceeds	Receipts	Expenses	12/31/22
01-58-11-04	Fire Prevention Programs	6,551		5,300	720	11,131
01-58-11-05	Fire 2% Dues	48,344		76,084	25,648	98,780
01-58-11-07	Sr. Center Fundraising	24,209		14,116	10,479	27,846
01-58-11-09	4TH of July Parade	22,770		14,280	13,224	23,826
01-58-11-10	Christmas Parade	8,678		5,738	7,189	7,227
01-58-11-12	Police Canine Unit	8,569		2,675	491	10,753
01-58-11-13	Police Dept. Donations	26,580		23,419	25,381	24,618
01-58-11-15	Police Accreditation	5,708		0	1,800	3,908
01-58-11-17	DNR Grant - Fire	421		0	164	257
01-58-11-18	EMS FAP Equipment	535		5,006	0	5,541
01-58-11-19	EMS FAP Education	3,582		2,842	360	6,065
01-58-11-37	River Walkway Repairs	4,750		0	0	4,750
01-58-11-40	Bike Trail	2,000		0	0	2,000
01-58-11-48	Downtown Parking Replacement	10,000		0	225,285	(215,285)
TOTAL GENERAL RESERVES		172,697	0	149,460	310,740	11,417
CAPITAL PROJECTS						
05-58-11-06	Park Facility Improvements	12,630		0	0	12,630
05-58-11-10	Forestry Donation	91,805		4,200	687	95,318
05-58-11-18	Micro Park - Concord Avenue	6,759		0	312	6,447
05-58-11-20	Park Exp. & Improvements	56,101		4,700	10,501	50,299
05-58-11-23	Tennis Court Restoration	2,000		0	0	2,000
05-58-11-24	Transit Vehicle Replacement	862		0	0	862
05-58-11-25	Carriage Hill Path	93,537		(93,537)	0	0
05-58-11-26	Downtown/Main St Improvements	100,605		0	62,423	38,182
05-58-11-40	Bridge Repairs	12,022	110,000	0	55,965	66,057
05-58-11-41	Seawall	(20,274)	40,000	93,537	82,339	30,924
05-58-11-42	Dams	279,161		0	0	279,161
05-58-11-43	Airport & Airport Viewing Area	193,549		0	0	193,549
05-58-11-48	Land Acquisition	19,524		0	0	19,524
05-58-11-58	N. 2nd Street Bridge	51,472		0	86	51,386
05-58-11-69	Annual Street	342,045	1,196,000	59,519	971,784	625,779
05-58-11-73	Sidewalk	19,565	126,000	3,446	172,890	(23,879)
05-58-11-92	Seal Coating	34,254	150,000	0	114,439	69,815
TOTAL CAPITAL PROJECTS		1,295,616	1,622,000	71,865	1,471,426	1,518,055
DEVELOPER PARKS						
07-58-11-13	Park Dedication Fees	95,428		0	925	94,503
07-58-11-15	Park Improvements	60,506		12,000	13,636	58,870
TOTAL DEVELOPER PARKS		155,935	0	12,000	14,561	153,374

**ORDINANCE TO
AMEND SECTION 500-9 A. PARKING PROHIBIED IN SPECIFIED
PLACES OF THE CITY OF WATERTOWN GENERAL ORDINANCES**

**SPONSOR: ALDERPERSON FRED SMITH
FROM: PUBLIC SAFETY AND WELFARE COMMITTEE**

WHEREAS, a portion of South Water Street between West Main Street and Emmet Street has been reconstructed as part of the 2022 Town Square project; and,

WHEREAS, there is inadequate street width on South Water Street to safely allow on-street parking on portions of South Water Street between West Main Street and Emmet Street; and,

WHEREAS, on January 4, 2023, the Public Safety & Welfare Committee agreed that on-street parking should be prohibited on portions of South Water Street between West Main Street and Emmet Street.

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

SECTION 1. Section 500-9. Parking prohibited in specified places, is hereby amended to add the following;

Name of Street	Side	Location
South Water Street	West	From the southern curbline of West Main Street south a distance of 40 feet
South Water Street	East	From the southern curbline of West Main Street south a distance of 40 feet
Name of Street	Side	Location
South Water Street	West	From a point 100 feet south of the southern curbline of West Main Street to a point 130 feet further south
South Water Street	East	From a point 100 feet south of the southern curbline of West Main Street to a point 130 feet further south

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 the day after its passage and publication.

DATE:	January 17, 2023		February 7, 2023	
READING:	1ST		2ND	
	YES	NO	YES	NO
DAVIS				
LAMPE				
RUETTEN				
BARTZ				
LICHT				
SMITH				
SCHMID				
WETZEL				
ROMLEIN				
MAYOR MCFARLAND				
TOTAL				

ADOPTED February 7, 2023

CITY CLERK

APPROVED February 7, 2023

MAYOR

**ORDINANCE TO
AMEND SECTION 500-9 A. PARKING PROHIBIED IN SPECIFIED
PLACES OF THE CITY OF WATERTOWN GENERAL ORDINANCES**

**SPONSOR: ALDERPERSON FRED SMITH
FROM: PUBLIC SAFETY AND WELFARE COMMITTEE**

WHEREAS, a portion of South Water Street between West Main Street and Emmet Street has been reconstructed as part of the 2022 Town Square project; and,

WHEREAS, there is inadequate street width on South Water Street to safely allow on-street parking on portions of South Water Street between West Main Street and Emmet Street; and,

WHEREAS, on January 4, 2023, the Public Safety & Welfare Committee agreed that on-street parking should be prohibited on portions of South Water Street between West Main Street and Emmet Street.

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

SECTION 1. Section 500-9. Parking prohibited in specified places, is hereby amended to add the following;

Name of Street	Side	Location
South Water Street	West	From the southern curbline of West Main Street south a distance of 40 feet
South Water Street	East	From the southern curbline of West Main Street south a distance of 40 feet
Name of Street	Side	Location
South Water Street	West	From a point 100 feet south of the southern curbline of West Main Street to a point 130 feet further south
South Water Street	East	From a point 100 feet south of the southern curbline of West Main Street to a point 130 feet further south

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 the day after its passage and publication.

DATE:	January 17, 2023		February 7, 2023	
READING:	1ST		2ND	
	YES	NO	YES	NO
DAVIS				
LAMPE				
RUETTEN				
BARTZ				
LICHT				
SMITH				
SCHMID				
WETZEL				
ROMLEIN				
MAYOR MCFARLAND				
TOTAL				

ADOPTED February 7, 2023

CITY CLERK

APPROVED February 7, 2023

MAYOR

ORDINANCE TO
REPEAL A PORTION OF SECTION 500-6 A. (2), PARKING LIMITATIONS, OF THE
CITY OF WATERTOWN GENERAL ORDINANCES

SPONSOR: ALDERPERSON SMITH
FROM: PUBLIC SAFETY & WELFARE COMMITTEE

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

SECTION 1. Section 500-6(A)(2) “Parking Limitations, No parking in loading zones” is hereby repealed as following:

Name of Street	Side	Location
Jones Street	South	From the east curbline of North Fifth Street to a point 98 feet east, between 5:30 a.m. and 5:30 p.m. Monday through Friday on school days for bus loading

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 the day after its passage and publication.

DATE:	February 7, 2023		February 7, 2023	
READING:	1ST		2ND	
	YES	NO	YES	NO
DAVIS				
LAMPE				
RUETTEN				
BARTZ				
LICHT				
SMITH				
SCHMID				
WETZEL				
ROMLEIN				
MAYOR MCFARLAND				
TOTAL				

ADOPTED February 7, 2023

CITY CLERK

APPROVED February 7, 2023

MAYOR

**ORDINANCE TO
AMEND A PORTION OF SECTION 500-8(A), HEAVY TRAFFIC ROUTES
OF THE CITY OF WATERTOWN GENERAL ORDINANCES**

**SPONSOR: CHAIRPERSON FRED SMITH
FROM: PUBLIC SAFETY & WELFARE COMMITTEE**

WHEREAS, the Main Street (Cole Memorial) Bridge has a posted 20-ton weight limit as a result of continued structure deterioration; and,

WHEREAS, East Main Street between the Main Street (Cole Memorial) Bridge and Summit Avenue is currently designated as a heavy traffic route in the City of Watertown; and,

WHEREAS, West Main Street between the west City Limits and the Main Street (Cole Memorial) Bridge is currently designated as a heavy traffic route in the City of Watertown; and,

WHEREAS, on February 1, 2023, the Public Safety & Welfare Committee agreed that it is in the City’s best interest to remove the following street segments as designated heavy traffic routes due to the condition of the Main Street (Cole Memorial) Bridge:

- East Main Street between First Street and the Main Street (Cole Memorial) Bridge
- West Main Street between Church Street and the Main Street (Cole Memorial) Bridge

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

SECTION 1. Section 500-8(A), Heavy Traffic Routes is hereby amended to read as follows:

- A. Routes established. The following streets in the City of Watertown are hereby designated as heavy traffic routes under the provision of § 349.17, Wis. Stats.:

Name of Street	Location
Air Park Drive [Added by Ord. No. 01-17]	From State Trunk Highway 26 to South Twelfth Street
Bernard Street	From West Street to South Church Street
Boomer Street and its south extension	From South Church Street to the south City limits
Clark Street [Amended by Ord. No. 11-18]	From South Twelfth Street to South Concord Avenue
Commerce Drive	From Milford Street to American Way
Dakota Street	From River Drive to Hart Street
Dayton Street	From West Main Street to West Street

Dodge Street [Added 7-6-2021 by Ord. No. 21-29]	From South First Street to South Third Street
East Cady Street	From the Rock River to North Fourth Street
East Madison Street	From North Fourth Street to North Third Street
East Main Street (STH 19)	From downtown Rock River Bridge First Street to Summit Avenue
East Milwaukee Street	From the Rock River to South First Street
Gateway Drive [Added by Ord. No. 01-17]	From State Trunk Highway 26 to Air Park Drive
Hart Street	From Dakota Street to South Twelfth Street
Humboldt Street	From Clark Street to Richards Avenue
Lafayette Street	From South Church Street to South Montgomery Street
Market Street	From South First Street to South Fourth Street
Milford Street	From West Milwaukee Street southwest to the City limits
North Church Street (STH 26)	From the north City limits to West Main Street
North Fourth Street	From East Main Street to the north City limits
North Second Street	From East Main Street to Cole Street
North Third Street	From East Main Street to East Madison Street
North Water Street	From West Main Street to West Cady Street
Perry Way	From Commerce Drive to the west City limits
Richards Avenue	From Humboldt Street to South Concord Avenue
River Drive	From South Third Street to Stimpson Street
River Drive [Added by Ord. No. 03-28]	From Stimpson Street to Boomer Street. [Temporary heavy traffic route during the STH 26 (South Church Street) reconstruction project in 2003.]
South Church Street (STH 26)	From West Main Street to the south City limits
South Concord Avenue	From East Main Street to the east City limits
South First Street	From East Main Street to Western Avenue
South Fourth Street	From East Main Street to Western Avenue
South Montgomery Street	From Lafayette Street to West Milwaukee Street
South Tenth Street	From Western Avenue to Hart Street
South Third Street	From East Main Street to Hart Street
South Twelfth Street	From Western Avenue to the south City limits

Stimpson Street	From River Drive to South Church Street
Summit Avenue	From East Main Street to the east City limits
United States Highway 16 Bypass	From the east City limits to the north City limits
West Cady Street	From North Church Street to the Rock River
Western Avenue	From South First Street to South Fourth Street
Western Avenue	From South Tenth Street to Concord Avenue
Western Avenue [Added by Ord. No. 03-6]	From South Fourth Street to South Tenth Street. [Temporary heavy traffic route during the STH 26 (South Church Street) reconstruction project in 2003.]
West Milwaukee Street	From South Montgomery Street to the Rock River
West Main Street (STH 19)	From the west City limits to Church Street downtown bridge over the Rock River
West Street	From Milford Street to the west City limits

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 the day after its passage and publication.

DATE:	February 7, 2023		February 7, 2023	
READING:	1ST		2ND	
	YES	NO	YES	NO
DAVIS				
LAMPE				
RUETTEN				
BARTZ				
LICHT				
SMITH				
SCHMID				
WETZEL				
ROMLEIN				
MAYOR MCFARLAND				
TOTAL				

ADOPTED February 7, 2023

CITY CLERK

APPROVED February 7, 2023

MAYOR

**RESOLUTION TO
ALLOCATE FUND 12 (RIVERFEST FUNDS) TO
WATERTOWN RIVERFEST INC.**

**SPONSOR: MAYOR EMILY MCFARLAND
FROM: FINANCE COMMITTEE**

WHEREAS, the City has taken on responsibility to cover the financial costs for an Annual Riverfest Celebration for 30 years by designating a committee to organize and host the event; and,

WHEREAS, the group of individuals that have been responsible for planning, scheduling, and budgeting the event for the last 30 years have decided to retire; and,

WHEREAS, concerns have been raised about the ability to continue the Annual Riverfest Celebration when current projections show the event will create a substantial liability for the City under its current structure; and,

WHEREAS, the City has decided to transfer responsibility and ownership of the Annual Riverfest Celebration to a non-profit organization that is willing to take responsibility for the event; and,

WHEREAS, the City has \$45,121.89 as of December 31, 2022 in Fund 12 designated for funding the Annual Riverfest Celebration.

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 agreement transferring all of Fund 12 designated for the Annual Riverfest Celebration to Watertown Riverfest Inc in exchange for Watertown Riverfest Inc planning, hosting, and taking responsibility to manage a similar Annual Riverfest Celebration event for the City.

	YES	NO
DAVIS		
LAMPE		
RUETTEN		
BARTZ		
LICHT		
SMITH		
SCHMID		
WETZEL		
ROMLEIN		
MAYOR MCFARLAND		
TOTAL		

ADOPTED February 7, 2023

CITY CLERK

APPROVED February 7, 2023

MAYOR

AGREEMENT

THIS AGREEMENT (the "Agreement") is made this _____ day of February, 2023 (the "Effective Date") by and between WATERTOWN RIVERFEST INC, a Wisconsin non-stock corporation. ("Watertown Riverfest Inc") and the CITY OF WATERTOWN, WISCONSIN (the "City").

RECITALS

WHEREAS, the City has taken on responsibility to cover the financial costs for an Annual Riverfest Celebration for 30 years by designating a committee to organize and host the event and setting up Fund 12 for payment of costs; and,

WHEREAS, the group of individuals that have been responsible for planning, scheduling, and budgeting the Annual Riverfest Celebration for the last 30 years have decided to retire; and,

WHEREAS, concerns have been raised about the ability to continue the Annual Riverfest Celebration when current projections show the event will create a substantial financial liability for the City under its current structure; and,

WHEREAS, Watertown Riverfest Inc wishes to carry on the Annual Riverfest Celebration on behalf of the City and is willing to take on responsibility and ownership of the event going forward; and,

WHEREAS, the City wishes Watertown Riverfest Inc to take on the responsibility and ownership of the Annual Riverfest Celebration.

NOW THEREFORE, the City and Watertown Riverfest Inc for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

ARTICLE I
CITY’S OBLIGATIONS

1. Transfer of Funds. The City shall transfer the balance of Fund 12 funds designated for the Annual Riverfest Celebration to Watertown Riverfest Inc via check made payable to Watertown Riverfest Inc within 30 (thirty) days of this Agreement being fully executed.

2. Special Event Application. The City shall cooperate with Watertown Riverfest Inc in approving and setting up the special event under the applicable ordinances, including, but not limited to Watertown Ordinance Ch. 428.

Watertown Riverfest Inc. anticipate the following requests associated with its initial special event application in 2023, *inter alia*:

- a. **Illumination:** Illumination of the Riverfest Ground shall be sufficient to light the entire area of the event at the rate of at least five lumens except during fireworks and in areas that are access restricted after dark. Lights will also be able to be restored in public areas during fireworks.
- b. **Noise:** Watertown Riverfest Inc will seek approval for the following noise standard (to the exclusion of others): Peak sound pressure level shall not exceed 105 dB ‘A’ weighted at the FOH (front of house) mix position as measured by the venue’s SPL meter. An “Amplified Music Permit” shall be applied for by Watertown Riverfest Inc. Quite hours shall be 11 pm to 5 am. Notwithstanding any provision to the contrary, Watertown Riverfest Inc shall be permitted to operate at full volume from 8am (to support sound checks and the carnival) to 11pm each day of the festival.
- c. **Open Containers:** Watertown Riverfest Inc shall establish its open container boundaries with prominent signs and Watertown Auxiliary Police or Watertown Police officers at all street and sidewalk entrances. Personnel shall observe and prevent attendees from bringing alcohol on premises and removing open containers from premises. Service of open containers will only be permitted within boundaries defined by fences and signs.
- d. **Dispensing Fermented Malt Beverages / Wine:** Watertown Riverfest Inc (or its duly licensed vendors) shall be allowed to dispense to any person up to four (4) fermented malt beverages and/or wine at a time for removal from the event licensed premises, and no person shall remove at one time more than four (4) such fermented malt beverages and/or wine from the event licensed premises.
- e. **Alcoholic Beverage Protocol:** Watertown Riverfest Inc shall use different-colored paper or plastic cups of a different color than it alcoholic beverage cups, but the cups shall not bear the name of the event or a sponsor’s name. The cups may bear the printed name of a non-alcoholic beverage (e.g., “7up”) but may not bear the name of an alcoholic beverage (e.g., “Miller Lite”).

Acknowledging that the applicable municipal ordinances and the needs and implementation of the Annual Riverfest Celebration by Watertown Riverfest Inc may change from time to time, Watertown Riverfest Inc reserves the right to add, remove, and supplement the above permitting requests. The above is provided to afford advance notice to the City of anticipated special event permit requests. By executing this agreement, neither the City nor Watertown Riverfest Inc are bound to the permitting requests contained above.

2.3.Services Provided. In April of each year this Agreement is active, each City Department that ~~provided services to assist~~is reasonably necessary to provide services in hosting the Annual Riverfest Celebration ~~in the prior year~~ shall meet with a designee from Watertown Riverfest Inc to discuss the scope, services, ~~provided by the Department the prior year and the~~ and estimated cost associated with providing those services for the current year. The parties shall negotiate in good faith to arrive at services agreements necessary to host the Annual Riverfest Celebration. Watertown Riverfest Inc shall contact the Department Head of each department it anticipates will be reasonably necessary to provide services to schedule the April Meetings.

3.4.Transfer of Riverfest Logo and IP. The City hereby transfers and assigns any and all right, title, interest and goodwill in or associated with the Intellectual Property or proprietary rights associated with the Annual Riverfest Celebration, as it exists now or has existed in the past, to Watertown Riverfest Inc including, but not limited to the logo.

5. Dates Park Reserved. The City will not rent the Riverfest Grounds to any other organization or individual from the Monday before to the Monday after the 2nd (second) full weekend in August. The City shall provide rent-free use of said Riverfest Grounds to Watertown Riverfest Inc for the purposes set forth in this agreement.

6. Riverfest Grounds Improvements. The City shall:

- a. Conduct an Engineering inspection of the bandshell located on the Riverfest Grounds and certify that said bandshell is watertight and safe for use in sufficient time to serve the year 2023 Annual Riverfest Celebration.
- b. Create additional permanent bathrooms reasonably serving the crowd attendance anticipated at the Annual Riverfest Celebration in sufficient time to serve the year 2024 Annual Riverfest Celebration.
- c. Repave the parking lots serving the Riverfest Grounds in sufficient time to serve the year 2025 Annual Riverfest Celebration.

ARTICLE II
WATERTOWN RIVERFEST INC’S OBLIGATIONS

- 1. Riverfest. Watertown Riverfest Inc shall accept all responsibility for planning, scheduling, and hosting the Annual Riverfest Celebration.
- 2. Application For Special Event Permit. Watertown Riverfest Inc shall apply for a special event permit for the event for 2023 on or before March 15, 2023. For each subsequent year Watertown Riverfest Inc shall apply for the special event permit on or

before January 5 of each year. The Special Event Permit may be for up to 4 (four) days which will include the 2nd (second) full weekend in August for each year.

3. Application for Outdoor open Container Entertainment event Permit. Watertown Riverfest Inc. shall apply for an Outdoor Open Container Enteratinment event permit under Watertown Ordinance § 428-8 on or before June 1 of each year the event proceeds.

4. Location. The Annual Riverfest Celebration shall be held in Riverside Park, which includes the volleyball area, the ball diamonds, the island, swimming pool and entire park area between Labaree Street and the Rock River from Boughton Street west up to and including the west playground area. This area shall be designated the Riverfest Grounds. A map of the Riverfest Grounds is attached hereto and incorporated by reference as Exhibit A.

5. Termination of Agreement. Watertown Riverfest Inc. may terminate this Agreement by providing notice to the City of its desire to terminate this Agreement. ~~prior to submitting its application for special event license.~~ Upon termination under this provision Watertown Riverfest Inc shall provide a statement of all revenue received and expenses incurred in fulfilling its obligations for hosting the Annual Watertown Riverfest Celebration. ~~Any remaining funds shall be paid to the City of Watertown, or a 501(c)(3) nonprofit organization approved by the City of Watertown, and which agrees to assume Watertown Riverfest Inc's obligations under this agreement. Any remaining funds after valid liabilities are paid shall be distributed pursuant to Watertown Riverfest Inc's purpose, as articulated in its Articles of Incorporation.~~

ARTICLE III
GENERAL PROVISIONS

1. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wisconsin.

2. Modifications. This Agreement may be amended or modified only by a written instrument duly executed by both of the parties hereto.

3. Notices. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested, or electronically delivered via e-mail to the parties' respective addresses as set forth below:

To the City: Mayor Emily McFarland
City of Watertown
106 Jones Street
Watertown, WI 53094
E-mail: emcfarland@cityofwatertown.org

Copy to: Atty. Steven T. Chesebro
City Attorney
City of Watertown
106 Jones Street
Watertown, WI 53094
E-mail: schesebro@cityofwatertown.org

To Watertown Riverfest Inc.: Watertown Riverfest Inc
Attention: Jonathan Lampe

E-mail: _____

Notice shall be deemed delivered (a) in the case of personal delivery, on the date when personally delivered; (b) in the case of certified or registered mail, on the date when deposited in the United States mail with sufficient postage to effect such delivery; or (c) in the case of electronic delivery via e-mail, on the date when any such e-mail was sent. Each party may change the address to which notice must be given by delivery of written notice to the other parties in accordance with this Section.

4. Severability of Provisions. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

5. Time of Essence. Time is of the essence.

6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

7. Defaults; Litigation. No party shall be deemed to be in default under this Agreement for failure to perform any term or condition of this Agreement unless the other party (the "Non-Defaulting Party") has first given the party alleged to be in default (the "Defaulting Party") written notice describing such failure, and the Defaulting Party does not, within 30 (thirty) days thereafter, cure such failure (an "Event of Default"). Following an Event of Default, the Non-Defaulting Party shall have all rights and remedies available to it under law or in equity against the Defaulting Party. In connection

with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees.

8. Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

9. Authority to Sign. Each of the persons signing below on behalf of any party hereby represents and warrants that they are signing with full and complete authority to bind the party on whose behalf of whom they are signing, to each and every term of this Agreement.

10. **Force Majeure:** Watertown Riverfest Inc shall not be liable for any failure or delay in the performance of its obligations under this agreement caused by forces beyond its control including, by way of example and not limitation: strikes and work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural disaster, acts of God, interruption, loss or disruption of utilities, communications or computer services, severe weather, flood, pandemic, and government action. Watertown Riverfest Inc shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

The parties acknowledge that Watertown Riverfest Inc does not have ultimate control over its fundraising results. Watertown Riverfest Inc shall use reasonable efforts to fundraise amounts sufficient to plan, schedule and host the Annual Riverfest Celebration, however, Watertown Riverfest Inc shall be excused from further performance under this agreement in the event that its fundraising efforts fail to generate enough revenue to plan, schedule and host the Annual Riverfest Celebration.

11. **Limitation of Liability:** In no event shall Watertown Riverfest Inc's liability to the City exceed the amount transferred pursuant to Article I Paragraph 1.

12. **Headings:** Headings are included to assist the reader's navigation, and do not have any substantive meaning or interpretive value.

13. **Interpretation:** This Agreement is the product of negotiation between the parties, and the parties agree that no term shall be construed against any either party by application of any doctrine of interpretation against the draftsman—*(contra proferentem)*.

[Execution Page Follows]

This Agreement is executed this _____ day of February, 2023.

Watertown Riverfest Inc.

By: _____
Jonathan Lampe, President

Date: _____

CITY OF WATERTOWN

By: _____
Emily McFarland, Mayor

Date: _____

Attest: _____
Megan Dunneisen, City Clerk

Date: _____

**RESOLUTION TO
ENTER INTO AN ASSIGNMENT AND ASSUMPTION OF SUBSTITUTE
DEVELOPMENT AGREEMENT AND CONSENT AND
ACKNOWLEDGEMENT OF CITY BETWEEN WATERTOWN SQUARE,
LLC AND THE CITY OF WATERTOWN**

**SPONSOR: MAYOR EMILY MCFARLAND
FROM: FINANCE COMMITTEE**

WHEREAS, on or about July 7, 2009, the City and P.H. Limited Partnership (“P.H.”), Watertown Square, LLC’s predecessor, entered into a Substitute Development Agreement (“Agreement”); and,

WHEREAS, on or about November 9, 2022, the City and Watertown Square, LLC entered into an Amended Substitute Development Agreement (“Substitute Agreement”); and,

WHEREAS, pursuant to the terms of the Agreement, the Property is entitled to certain public incentive programs, including a portion of revenues held by the City in a City controlled interest bearing, segregated fund (the “Fund”); and,

WHEREAS, Watertown Square, LLC wishes to sell the Property; and,

WHEREAS, in connection with the conveyance of the Property, Watertown Square LLC desires to assign its interest and responsibilities in the Development Agreement and the Fund; and,

WHEREAS, after consideration of the facts and advice of legal counsel, the City has determined that it is in the best interest of the City to approve the Assignment and Assumption of Substitute Development Agreement as set forth in the attached Exhibit A.

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 Assignment and Assumption of Substitute Development Agreement, a copy of which is attached hereto as Exhibit A and the Consent and Acknowledgment of City, a copy of which is attached hereto as Exhibit B.

	YES	NO
DAVIS		
LAMPE		
RUETTEN		
BARTZ		
LICHT		
SMITH		
SCHMID		

ADOPTED February 7, 2023

CITY CLERK

APPROVED February 7, 2023

WETZEL		
ROMLEIN		
MAYOR MCFARLAND		
TOTAL		

MAYOR

**ASSIGNMENT AND ASSUMPTION OF SUBSTITUTE DEVELOPMENT
AGREEMENT AND CONSENT AND ACKNOWLEDGMENT OF CITY**

This Assignment and Assumption Agreement (this "Agreement") is made and entered into as of _____, 2023 (the "Effective Date"), by and between Watertown Square, LLC, a Delaware limited liability company (the "Assignor") and EXCHANGERIGHT NET-LEASED PORTFOLIO 62 DST, a Delaware statutory trust (the "Assignee") and the City of Watertown, Wisconsin (the "City").

WHEREAS, the Assignor and the City entered into that certain Substitute Development Agreement dated July 7, 2009 ("Original Agreement", and that certain Amended Development Agreement dated November 9, 2022 ("Substitute Agreement"; the Original Substitute Agreement and the Substitute Agreement hereinafter collectively, the "Development Agreement") covering certain property owned by the Assignor and legally described on **Exhibit A** attached hereto ("Property"); and

WHEREAS, pursuant to the terms of the Development Agreement, the Property is entitled to certain public incentive programs, including a portion of revenues held by the City in a City controlled interest-bearing, segregated fund (the "Fund"); and

WHEREAS, the Assignor wishes to convey and sell to the Assignee, and the Assignee wishes to purchase the Property subject to the Development Agreement; and

WHEREAS, in connection with the conveyance of the Property, Assignor desires to assign to Assignee, and Assignee desires to assume, the Assignor's interest in the Development Agreement and the Fund.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, Assignor and Assignee hereby agree as follows:

1. All capitalized terms not otherwise defined in this Agreement shall bear the meaning given them in the Development Agreement.

2. Assignment and Assumption of Development Agreement. Assignor does hereby assign to Assignee all of Assignor's right, title and interest in and to the Development Agreement. Assignee hereby accepts the assignment of the Assignor's interest in the Development Agreement, and hereby assumes all of the obligations and liabilities of the Assignor thereunder accruing from and after the Closing (as defined in the Agreement), except for those obligations and liabilities expressly reserved by Assignor, and agrees, for the benefit of Assignor and the City, to perform, observe, keep and comply with all the terms, covenants, conditions, provisions and agreements contained therein on the part of Assignor to be performed, observed, kept and complied with from and after Closing. Notwithstanding the foregoing, Assignor shall indemnify Assignee against and hold Assignee harmless of and from, all liabilities, obligations, actions, suits, proceedings or claims, and all losses, costs and expenses, including but not limited to, reasonable attorneys' fees, arising as a result of any act, omission or obligation of Assignor arising or accruing with respect to the Development Agreement occurring or alleged to have occurred prior to Closing.



3. Assignment of the Fund. Assignor does hereby assign and transfer to Assignee, without recourse, all of Assignor's right, title and interest in and to any of the Fund. Assignor covenants to Assignee that Assignee shall receive all of Assignor's interest in the Fund, which is in the maximum amount of \$260,000.00, plus applicable interest, if any.

4. Confirmation by City. City consents to the foregoing assignment of the Development Agreement, consents to the sale of the Property to the Assignee and management of the Property by Assignee from and after Closing, and confirms it is made in full compliance with the provisions of Section 9.12 of the Original Agreement.

5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange by email in PDF format counterparts of the signature pages, which shall be deemed an original.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first set forth above.

ASSIGNOR:

WATERTOWN SQUARE, LLC, a Delaware
limited liability company

By: P.H. Limited Partnership, an Illinois
limited partnership
Its Member

By: PH Corporation, a Wisconsin
corporation
Its General Partner

By: Andrew E. Plesko
Its President

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2023, by Andrew E. Plesko, the President of PH Corporation, a Wisconsin corporation, as the General Partner of P.H. Limited Partnership, an Illinois limited partnership, as the Member of Watertown Square, LLC, a Delaware limited liability company, on behalf of the company.

Notary Public

(signature page to Assignment)

ASSIGNEE

EXCHANGERIGHT NET-LEASED PORTFOLIO
62 DST, a Delaware statutory trust

By: EXCHANGERIGHT ASSET MANAGEMENT,
LLC,
a California limited liability company,
its Manager

By: EXCHANGERIGHT REAL ESTATE, LLC,
a California limited liability company,
its Sole Member

By: _____
Name: _____
Title: **Manager**

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2023, by _____, the _____ of EXCHANGERIGHT NET-LEASED PORTFOLIO 62 DST, a Delaware statutory trust

Notary Public

(signature page to Assignment)

CITY:

CITY OF WATERTOWN, WISCONSIN

By: _____
Emily McFarland
Its: Mayor

By: _____
Megan Dunneisen
Its: City Clerk

[illegible]

The foregoing instrument was acknowledged before me on _____, 2023, by Emily McFarland and Megan Dunneisen, the Mayor and City Clerk of the City of Watertown, Wisconsin.

Notary Public, State of Wisconsin
My Commission expires: _____

THIS INSTRUMENT WAS DRAFTED BY:
Christoffel & Elliott, P.A.
1111 UBS Plaza
444 Cedar Street
St. Paul, MN 55101

Exhibit A

Legal Description

That certain real property lying in the County of Jefferson, State of Wisconsin, legally described as follows:

Parcel 1:

Lot 1 of Certified Survey Map No. 5225 recorded on August 7, 2009, in Volume 28 of Certified Surveys on Pages 126-131 as Document No. 1263956, being all of Lots 1 through 18, part of Lots 37 through 46, vacated Montgomery Street, vacated Robert Street and vacated Crangle Avenue and vacated alley, all of Crangle's Addition, Outlot 2, Twelfth Ward – formerly Third Ward, and part of Certified Survey Map No. 1167 recorded in Volume 4 on Page 38, all in the NW ¼ of the SW ¼ of Section 4, Township 8 North, Range 15 East, City of Watertown, Jefferson County, Wisconsin.

EXCEPTING THEREFROM land conveyed to Fatmir Suloja in Quit Claim Deed recorded on 07/07/10 as Document No. 1278701, described as follows: Commencing at the Southwest corner of Lot 2 of Certified Survey Map No. 5225; thence North 84°17'20" West, along said Northerly right-of-way of Bernard Street and the Southerly line of said Lot 1, Certified Survey Map No. 5225, 66.97 feet to the point of beginning of the hereinafter described lands: thence continuing North 84°17'20" West, along said right-of-way, 12.03 feet; thence North 12°23'00" East, along the Westerly line of said Lot 1, 169.90 feet; thence South 08°19'42" West, 168.93 feet to the point of beginning.

Parcel 2:

TOGETHER WITH AND SUBJECT TO Rights and Easements as set forth on Declaration of Restrictions and Easements recorded on 7/21/09 as Document No. 1262986.

Tax Key No. 291-0815-0432-012

Address: 600 S. Church St., Watertown, WI 53094

CERTIFICATION

This Certification is made by the City of Watertown, Wisconsin ("City") on the ____ day of _____, 2023.

- (i) Neither P.H. Limited Partnership ("P.H."), E.J. Plesko and Associates, Inc. ("E.J.P.") nor Watertown Square, LLC ("Seller") nor the City is in default of the Substitute Development Agreement ("Original SDA") made as of July 7, 2009, or that certain Substitute Amended Development Agreement dated as of November 9, 2022 ("Substitute Agreement"; the Original SDA and the Substitute Agreement hereinafter collectively the "SDA"), copies of which are attached hereto as Exhibit A;
- (ii) The SDA is in full force and effect;
- (iii) To the knowledge of City, there is no document that has caused, or would cause, City to pay the benefits of the SDA provided for in Section 5 of the Substitute Agreement, to anyone other than Seller or Seller's assignee.
- (iv) City consents to the sale of the Property described in Exhibit B, which is attached hereto, to EXCHANGERIGHT NET-LEASED PORTFOLIO 62 DST, a Delaware statutory trust ("Purchaser") and to management post-closing by Purchaser, provided Purchaser agrees to be bound by the terms of the SDA, and, upon assignment to, and confirmation of, the SDA by Purchaser Seller is released from all obligations under the SDA;
- (v) The current balance of the Fund, as defined in the SDA is not less than \$300,000.00.



CITY OF WATERTOWN, WISCONSIN

By: _____
Emily McFarland
Its: Mayor

By: _____
Megan Dunneisen
Its: City Clerk

1262415

Document Number

**SUBSTITUTE
DEVELOPMENT
AGREEMENT**
Document Title**000370****RECEIVED FOR RECORD**
at 2:45 o'clock P.M.**JUL 09 2009****REGISTER OF DEEDS
JEFFERSON COUNTY, WI**

Recording Area

**Thomas J. Levi
City Attorney
P.O. Box 16
Watertown, WI 53094-0016**

PIN: 291-0815-0432-012

THIS INSTRUMENT DRAFTED BY:
Attorney Thomas J. Levi
State Bar No. 1002305
Attorney Alan H. MarcuvitzViewers are advised to ignore the illegible
text on this map.

Authorized by:

BY DRAFTER

EXHIBIT**A**

000371

SUBSTITUTE DEVELOPMENT AGREEMENT

THIS SUBSTITUTE DEVELOPMENT AGREEMENT ("Agreement"), made as of the day of _____, 2009, by and between the City of Watertown, Wisconsin ("City"), and P.H. Limited Partnership, referred to as "Developer" (individually, each of the foregoing is a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, City desires to encourage development, eliminate blight and prevent blight within the City; and

WHEREAS, for these purposes, City has created Tax Incremental District No. 5 ("TID No. 5") pursuant to Wisconsin Statutes; and

WHEREAS, for these purposes, City has also established Redevelopment District # 2 (the "R.D.") pursuant to Wisconsin Statutes; and

WHEREAS, Developer owns an approximate 10.46 acre site at Church and Bernard Streets identified as Tax Key Number D291-06169-0011 and more particularly described on Exhibit A attached hereto (the "Property") within TID No. 5 and the R.D.; and

WHEREAS, Developer intends to develop the Property as a commercial development with an approximate 60,000 square foot supermarket, an approximate 25,655 square feet of additional commercial space and an approximate 10,000 square foot bank building on a separate parcel to be created within the Property; and

WHEREAS, City has determined that development of the Property will serve to encourage development and to eliminate and prevent blight within the City, and is in the best interests of the City and its residents, and that the economic vitality of TID No. 5 is essential to the economic health of the City; and

WHEREAS, Developer has filed, or will file, with City the following plans specifications, documents and exhibits ("Plans and Specifications") if and as required by the City, for the development of the Property, it being acknowledged some will be submitted for approval after execution of this Agreement and attached at the time of approval.

1. A schedule showing the name of the Developer and the mailing address and telephone number of Developer's representatives for the Project and the identity of the General Partner(s) of P.H. Limited Partnership (as defined herein) incorporated by reference herein as Exhibit B.
2. An accurate topographical map showing topographical data of the Property incorporated by reference herein as Exhibit C.
3. A scale plot plan showing the location, type and size of the proposed uses for the Property, including the location, type and size of the proposed structures, driveways, driveway access road(s), parking facilities, open space, screening and

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landscape plans, including a statistical table showing the size of the site in square feet, and acreage, incorporated by reference herein as Exhibit D.

4. Architectural drawings of the buildings and structures and sketches showing the design characteristics and treatment of exterior elevations incorporated by reference herein as Exhibit E.

WHEREAS, Developer has filed with City application for use and zoning approvals of the Property, as necessary to accommodate the development and City has given favorable conceptual approval to the proposed development;

AND WHEREAS, the parties have heretofore entered into a Development Agreement, for which this Agreement is a complete substitute.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein, and the following promises and mutual obligations of the Parties hereto, each of them does hereby covenant and agree, as follows:

ARTICLE I DEFINITIONS

Section 1.1 Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

"Agreement" means this Substitute Development Agreement, as the same may hereafter be from time to time modified, amended or supplemented in accordance with its terms;

"Base Value" has the meaning set forth in Article IV of this Agreement;

"Bond(s)" means the Bonds issued by City or notes for loan(s) taken to finance the City Payment, other Project Costs and the cost of the issuance of the Bonds or closing the loan(s) taken;

"Bond Debt Service" means principal and interest on the Bonds or the loan(s);

"City Payment(s)" means the City's financial support for the Project to be paid to Developer, as set forth in Section 3.2(2) below;

"City" means the City of Watertown, Wisconsin;

"Developer" means P.H. Limited Partnership and its successors and assigns;

"Fund" means TIF Revenues in any year in excess of the scheduled Bond Debt Service, held by City in an interest-bearing, segregated Stabilization Fund;

"Guaranteed Payment" means the amount to be paid by Developer as the difference, if any, between the amount of TIF Revenues and the amount of Bond Debt Service, for any year;

"Incremental Value" has the meaning set forth in Article IV of this Agreement;

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"LGIP" means Local Government Investment Pool, or equivalent;

"Plans and Specifications" means the plans and specifications for the Project to be prepared by Developer and approved by City, including Exhibits C through E attached hereto;

"Prime Rate" means the prime rate as established from time to time by Bank of America, N.A.;

"Project" means the development of the Property in accordance with the Plans and Specifications;

"Project Costs" means the costs specified in secs. 66.1105(2)(f) 1.a-L, inclusive, Wisconsin Statutes;

"Property" means the property identified as Tax Key number D291-06169-0011 in the City of Watertown, Wisconsin, as described on Exhibit A attached hereto;

"Schedule" means the schedule prepared by City pursuant to Section 3.2(4) of this Agreement;

"Subsequent Tax Year" means a tax year occurring after a year in which Developer made a Guaranteed Payment;

"Term" has the meaning set forth in Section 9.10 of this Agreement;

"TID Costs" means \$40,000 which is Developer's proportional share of costs associated with TID No. 5;

"TIF Revenues" means the real and personal property tax revenues generated by the Incremental Value of the Property from tax year 2010 to the end of the Term of this Agreement;

"Value" means full equalized fair market value of the real and personal property.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of City. The City makes the following representations and warranties:

(1) City is a municipal corporation of the State of Wisconsin and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) City makes no representation or warranty, either express or implied, as to the Property, or its condition or the soil conditions thereon, or that the Property shall be suitable for Developer's purposes or needs.

(3) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in the breach of,

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the terms, conditions or provision of any law, ordinance, charter, contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the City is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(4) The execution, delivery and the consummation of the transactions contemplated hereby have been duly authorized and approved by the City and no other or further acts or proceedings of the City are necessary. This Agreement constitutes the legal, valid, and binding agreement and obligations of the City, enforceable against it in accordance with its respective terms, except as enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(5) The private development of the project is consistent with the public purposes, plans and objectives respectively set forth in the TIF Plan for TIF No. 5.

(6) The expenditures by the City are necessary to act as an inducement for the private development of the Project thereby making more likely accomplishment of the public purpose objectives set for the said TIF Plan and the Wisconsin Tax Incremental Financing Law.

(7) The construction of the Project is consistent with the overall objectives of the City and would provide employment, expand the tax base of the City, eliminate blight conditions in this area of the City and generally enhance the quality of the building stock in this commercial area of the City.

Section 2.2 Representations and Warranties of Developer. Developer makes the following representations and warranties:

(1) Developer is an Illinois limited partnership and has the power to enter into this Agreement and to perform its obligations hereunder and is in good standing under the laws of the State of Wisconsin.

(2) Developer will cause the Project to be constructed in accordance with the terms of this Agreement, the Plans and Specifications and all local, state and federal laws, ordinances and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws, ordinances and regulations), except for staff approved minor changes to the Plans and Specifications during construction which will not have a material adverse effect on the Project.

(3) The implementation of the Project would not be undertaken by Developer, and, in the opinion of Developer, would not be economically feasible within the reasonably foreseeable future, without the assistance to Developer provided for in this Agreement.

(4) Developer will use its commercially reasonable and diligent efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals for the Project, and will comply, in a timely manner, with all ordinances and regulations which must be met before the Project may be lawfully implemented.

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(5) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in the breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

ARTICLE III UNDERTAKINGS BY DEVELOPER AND CITY

Section 3.1 Developer Obligations. Developer undertakes the following obligations, in consideration of the City obligations in Section 3.2, below.

(1) Developer shall build (or cause to be built) an approximate 60,000 square foot supermarket, an approximate 25,655 square feet of additional commercial space and an approximate 10,000 square foot bank building, on the Property. The Project will be developed under the Plans and Specifications approved by City, such approval not to be unreasonably withheld or delayed.

(2) Following receipt of all approvals for the Project, Developer has commenced construction of the Project.

(3) Developer shall pursue construction activities on the Property and shall complete the Project, so as to obtain occupancy permits by April 1, 2010.

(4) Developer projects that the equalized Incremental Value of the Property will be not less than \$13,064,837 on January 1, 2010 (and that said Value will increase 1.25% annually during the Term of this Agreement). Developer agrees that, in the event the property taxes due for any year covered by this Agreement shall be based on an equalized Incremental Value less than the equalized Incremental Value projected in this paragraph, any deficiency in TIF Revenues caused by the differential between the projected equalized Incremental Value and the actual Incremental Value shall be paid to City by Developer as a Guaranteed Payment, pursuant to Section 3.1(6) of this Agreement. If not fully paid when due, the amount remaining unpaid after April 1 of the following year shall accrue interest at 7.5% per annum until fully paid. Any such Guaranteed Payment made shall be deemed TIF Revenues, under Section 3.1(6) of this Agreement. These provisions shall survive any rescission, termination or expiration of this Agreement until the City Payment and Bond Debt Service, as outlined in Section 3.2 are fully retired. The Project Improvements, as set forth in the Plans and Specifications, shall be allowed in accordance with the City of Watertown Zoning Code.

(5) Without limiting other provisions in this Agreement, the dates in subsections 3.1(2), (3) and (4) are subject to Force Majeure.

(6) Beginning with calendar year 2010 and ending with the last calendar year of the Term covered by this Agreement for which Bond Debt Service is payable, Developer guarantees that the amount of TIF Revenues due to the City on the Property shall be not less than the Bond Debt Service for the corresponding calendar year. For example, should the TIF Revenues for calendar year 2011 be \$200,000 and the Bond Debt Service for 2011 be \$300,000, the amount

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required of Developer to be paid to the City as a Guaranteed Payment under this Agreement for calendar year 2011 is \$100,000. If, pursuant to the Schedule provided by the City pursuant to Section 3.2(4) of this Agreement, Developer owes any Guaranteed Payment, Developer will pay such amount to City on or before March 15 following the issuance of the Schedule by the City, pursuant to Section 3.2(4) of this Agreement.

(7) Developer agrees to develop the Property and to construct all buildings and structures thereon in accordance with the Plans and Specifications, as filed and approved in final form by City. However, during the progress of the Project, Developer may make changes to the Plans and Specifications as may be in furtherance of the general objectives of the Plans and Specifications and this Agreement and as site conditions or other issues of feasibility may dictate to further the Developer's development objectives; provided, however, any such change shall comply with all applicable laws of City and Developer may not make any change without the written consent of City (not to be unreasonably withheld, conditioned or delayed). City agrees to consider and approve or reject any proposed change within 30 days after submittal by the Developer to City or such approval is deemed given; provided, if City's approval is needed within a shorter period of time due to Developer's construction schedule or its obligations under subsection 3.1(1), (2) or (3) above, City shall provide such approval or rejection within 10 days of request, and City will reasonably cooperate with Developer to facilitate and expedite such review process. Such requests for approval shall be submitted to the City Clerk, as representative of City.

(8) The tax increments and revenue projections delineated on the attached Schedule (Exhibit "F") are projected to be generated from the Project, pursuant to the current TIF Number 5 Plan and this Development Agreement. These projections are included for illustrative purposes only. The actual Schedule produced by the City under Section 3.2(4) of this Agreement shall govern all payments made to City by Developer in any given subsequent tax year.

(9) Developer further agrees to the following:

(a) At Developer's expense, Developer shall cause to be prepared a staked ALTA survey for the Property including, without limitation, as reasonably necessary to determine boundaries and utility locations, as may be required by the City community development planner or designee.

(b) At Developer's expense, a certified survey map ("CSM") of the Property will be prepared for approval by the City, which conforms to the approved general site development plan and shows thereon the areas, if any, dedicated to the public and specified use thereof.

(c) Easements on the Property for municipally owned storm sewer and water mains shall be granted to the City or its designee where necessary, by mutually agreed upon separate document or pursuant to the CSM, in accordance with detailed utility plans approved by the City Engineer, or designee.

(d) No future structures, including but not limited to utility buildings and tool sheds, shall be constructed or installed on any portion of the Property without City's

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approval, which approval shall not be unreasonably withheld or delayed. The definition of structure shall be the definition contained within the City Zoning Ordinance.

(e) The Developer agrees to make improvements to the Project as shown in Exhibit C through E in accordance with the approved Plans and Specifications described in Exhibit C through E. The Developer agrees to maintain the Project in good repair for as long as it owns the property.

(f) The Developer will make connections to existing public water and sewer mains as needed according to City specifications. The Developer agrees to repair all sidewalk, curb and gutter, and street and restore all landscape areas within the public right-of-way upon making those connections.

(g) The Developer will remove curb cuts and aprons where existing driveways will not be utilized as part of the Project and replace the curb cut with a full curb section to match the existing curb detail. The Developer will landscape the terraces upon apron removal.

(h) The Developer will use due care when constructing near the existing storm sewers. If at any time the structure of the storm sewer is damaged by a driveway over the storm sewer, the Developer will restore the storm sewer so as to provide an adequate structure to allow vehicular traffic over the storm sewer without reducing the capacity of the storm sewer.

(i) The Developer shall timely pay its real estate taxes and personal property taxes against the Property prior to delinquency.

(j) The Developer shall not cause a reduction in the real estate taxes or personal property taxes payable on any of the Property through willful destruction of any improvements it makes on the Property.

Section 3.2 City Obligations City undertakes the following obligations, in consideration of the obligations of Developer in Section 3.1, above.

(1) City shall timely complete all necessary or required zoning, development and use approvals for the Project, pursuant to applicable City Ordinances.

(2) The City Payment under this paragraph is conditioned upon Developer's compliance with Section 3.1 (1) through (3) herein.

(a) Subject to all of the terms, covenants and conditions of this Agreement, applicable provisions of Wisconsin Law, and as an inducement by the City to Developer to encourage Developer to undertake the commitments as outlined in Section 3.1 above; the City shall provide financial support for the Project to Developer, to reimburse it for capital expenditures and project costs that it makes on the Property for construction of improvements and certain other expenditures, and as allowed under and pursuant to sec.

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66.1105, Stats. (the "City Payment") in the total amount of \$3,000,000. At Developer's request, the City Payment shall be paid to Developer's designee.

(b) The Common Council of the City has determined in its discretion that payment of said contribution to the Project costs is necessary to implement the goals of the TIF Project Plan and is allowed under and pursuant to Section 66.1105 of the Wisconsin Statutes. The City shall make all reasonable efforts to provide the City Payment on April 1, 2010. If City is nevertheless unable to provide the City Payment on April 1, 2010, City shall provide the City Payment as soon as practicable after April 1, 2010, depending on the City's access to funding resources in the bond market. If the City is not able to access or borrow funds, the City will make every reasonable effort in good faith to access open market funding in the general bond market to obtain the funds for the City Payment.

(c) The City shall in any event not be required to fund this obligation for the City Payment from the general obligations of the City. The City's obligations under this Subparagraph (2) are a special and limited obligation subject to the City's borrowing or bonding authority. While the City declares that it does have a present intention of providing such funds for the City Payment, the City is not obligated to use any other source other than a bonding issue or borrowing in order to meet its commitment.

(d) If the Developer does not meet the performance criteria as stated in Section 3.1(1) through (3) herein, the City is not obligated to make the City Payment to Developer until all such performance criteria in this Agreement are met. In the event there is a deferral in the payment of the City Payment due to noncompliance by Developer with all the performance criteria in this Agreement, any deferred portion of the City Payment shall not accrue interest. In the event there is a deferral in the payment of the City Payment due to lack of availability of funding to the City, the deferred City Payment shall accrue interest at the rate of 7.5 % per annum until fully paid to Developer. Until the City Payment is made, City shall immediately upon receipt of all TIF Revenues pay said amounts to Developer. Up until the time the City is able to obtain the funds and make the City Payment to Developer, City shall pay over to Developer as an advance payment on said City Payment any and all TIF Revenues received by the City under this Agreement, immediately upon receipt of said TIF Revenues. If the City Payment is made to Developer after January 1, 2011, the amount of the City Payment shall be \$3,000,000 together with accrued interest thereon, less any amounts previously paid by City to Developer under this subparagraph from the TIF Revenues, as cash advances.

(3) The City hereby represents it shall issue notes or bonds (the "Bonds") which the City determines to be necessary or appropriate to finance the City Payment and other Project Costs and the cost of issuance of such Bonds. Proceeds of the Bonds will be used by the City only for purposes described in this Agreement. It is intended the principal and interest on the Bonds (the "Bond Debt Service") will be paid from tax incremental revenues ("TIF Revenues") generated from the Project. If requested, the City will provide an attorney's opinion for Developer, opining that the City has the right to issue the Bonds and comply with this Agreement, in form reasonably acceptable to Developer.

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(4) For the year 2010 and ending with the last year of the Term covered by this Agreement for which Bond Debt Service is payable, City will prepare in December and provide to Developer on or before December 31 a schedule ("Schedule") showing: (1) the Value of the real and personal property on the Property including the separate parcel for the bank; (2) the taxes being billed on the Property, including the separate parcel for the bank building; (3) the taxes being billed on the Base Value of the Property; (4) the TIF Revenues generated by the Incremental Value of the Property; (5) the Bond Debt Service for that year, and; (6) the calculation of any Guaranteed Payment owed by Developer under Section 3.1(6) of this Agreement or any surplus attributable to TIF Revenues in excess of the Bond Debt Service. If, pursuant to the Schedule, TIF Revenues are in excess of Bond Debt Service, the City shall deposit such surplus into the Fund established by Section 3.2(5) of this Agreement.

(5) Upon receipt of the City Payment in the amount of \$3,000,000, Developer shall immediately deposit the sum of \$300,000 into a segregated, interest-bearing Stabilization Fund (the "Fund") maintained solely by the City. This Fund shall first be used as collateral to secure Developer's repayment of the Bond Debt Service over the term of payments to be received from Developer. Secondly, only after April 1, 2020 the Fund shall be used to pay any Guaranteed Payment required of Developer in any given calendar year to pay any shortfall between the TIF Revenues generated by the Property in said calendar year and the amount of the Bond Debt Service payment in said calendar year, pursuant to Section 3.2(6). The Fund will earn interest at the current interest rate in any given year for LGIP funds. The Developer shall have the option at any time to substitute a \$300,000 bank letter of credit for the Stabilization Fund and receive a disbursement of the Stabilization Fund, together with accrued interest at the LGIP rate, after payment from the Fund of the City's TID Cost recovery under Paragraph 3.2(5)(d) below. Developer acknowledges that City's obligations under this section will terminate at the same time as the termination of the Developer's obligations under this Agreement.

(a) City covenants that all real property taxes and personal property taxes generated by the Incremental Value of the Property shall be used solely to pay Bond Debt Service. If pursuant to the Schedule there are any TIF Revenues in any year in excess of the scheduled Bond Debt Service for the year, such excess TIF Revenues shall be held by City in the Fund.

(b) Notwithstanding anything to the contrary in this Agreement after April 1, 2020, (i) if any TIF Revenues remain in the Fund at any time a Guaranteed Payment would otherwise be due under this Agreement, the amount of the Guaranteed Payment due and owing shall be reduced by the withdrawal and application of the amount from such TIF Revenues remaining in the Fund, and (ii) if the Developer has made any Guaranteed Payment under this Agreement for any tax year after April 1, 2020, and if for any subsequent tax year (the "Subsequent Tax Year") there remain TIF Revenues in the Fund, after application to the Guaranteed Payment due and owing from Developer to the City in any given calendar year, such TIF Revenues shall be allowed to accumulate in the Fund until the subsequent calendar year for application to the Guaranteed Payment due and owing from Developer to the City in any subsequent calendar year, but in no event shall more than the amount of \$300,000 of TIF Revenues be allowed to accumulate in the Fund.

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(c) If in any year after April 1, 2020, after subtracting for any Guaranteed Payment due from the Fund, the Fund contains more than \$100,000, City shall use the amount in excess of \$100,000 to prepay the principal balance on the Bond Debt Service.

(d) The Fund will remain active until the amount in the Fund combined with that year's TIF Revenues is sufficient to pay off the Bond Debt Service. If any funds remain in the Fund upon retirement of the Bond Debt Service by Developer's payments, City will be allowed to retain from such funds an amount sufficient to fully recover the City's TID Costs (\$40,000) plus interest at the LGIP rate.

(6) Notwithstanding anything to the contrary in this Agreement, upon Developer making any Guaranteed Payment, interest will accrue at LGIP rates. When the Bond Debt Service is fully paid, and TID Costs, plus interest at LGIP rates accruing from April 1, 2010 have been recovered by City, City will repay Developer any Guaranteed Payments made by Developer and not reimbursed under Section 3.2(5) above, plus interest at the LGIP rate, as long as such repayment when combined with the reimbursements made under Section 3.2 (5) above, does not exceed \$300,000 plus accrued interest, from TIF Revenues generated thereafter during the Term of this Agreement.

ARTICLE IV PROPERTY BASE VALUE

City represents and agrees that the full equalized base value of the Property is \$3,450,163 ("Base Value"). Any Value of the Property above \$3,450,163 is incremental value ("Incremental Value"). All taxes paid on Incremental Value are part of TIF Revenues.

ARTICLE V COVENANTS RUNNING WITH THE LAND

This Agreement constitutes the entire Agreement between the Parties, and all provisions of this Agreement shall be deemed to be covenants running with the land described on Exhibit A and shall be binding upon successors and assigns for the Term of this Agreement.

ARTICLE VI REMEDIES

Section 6.1 Time of the Essence. Time is of the essence as to all dates under this Agreement.

Section 6.2 Event of Default. In the event any Party defaults under this Agreement, which default is not cured within thirty (30) days after written notice thereof to the defaulting Party or within such extended period required to cure the default, provided cure efforts are undertaken in good faith within the thirty (30) period and the defaulting Party is diligently pursuing such cure, the nondefaulting Party shall have all rights and remedies available under law or equity with respect to the default, except as otherwise set forth in this Agreement. In the event of any default by any Party in making a payment required to another Party, the cure period for such monetary default shall be ten days after delivery of notice thereof. In addition, and

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without limitation, any of the Parties shall have the following specific rights and remedies following such notice and failure to cure:

- (1) Injunctive relief,
- (2) Action for specific performance; and
- (3) Action for money damages.

Notwithstanding the foregoing, in no event may City exercise or seek any rights of injunction or specific performance for Developer's failure to commence the Project.

Section 6.3 Reimbursement. Any amounts expended by the nondefaulting Party in enforcing this Agreement including reasonable attorneys' fees, together with interest provided for below, shall be reimbursed or paid to the nondefaulting Party which prevails in any such enforcement.

Section 6.4 Interest. Interest shall accrue on all amounts required to be reimbursed by the defaulting Party to the nondefaulting Party at the Prime Rate as established from time to time by Bank of America, N.A. plus two percent (2%) per annum, from the date of payment by the nondefaulting Party until the date reimbursed in full with accrued interest.

Section 6.5 Remedies are Cumulative. Except as specified in this Agreement, all remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.

Section 6.6 Failure to Enforce Not Waiver. Failure to enforce any provision contained herein shall not be deemed a waiver of that Party's rights to enforce such provision or any other provision in the event of a subsequent default.

Section 6.7 Mediation. Prior to litigation, and as a condition precedent to bringing litigation, any Party deeming itself aggrieved under this Agreement shall be obligated to request nonbinding mediation of the dispute. Mediation shall proceed before a single mediator. The Parties shall agree upon a mediator and if they fail to do so within 30 days either Party may apply to Resolute Systems, Inc., for the designation of a mediator. In the event the Parties do not accept the mediator's recommendation, the aggrieved Party may then commence an action. However, the Parties shall agree to alternative dispute resolution, if recommended by the Court.

Section 6.8 Reservation of Assessment Rights. In addition to the remedies for default provided to the City in the event the Fund has insufficient monies therein to meet the payment requirements to the City, upon default; the City reserves the right, with 14 day prior written notice, to impose special assessments or charges for any amounts to which it is entitled by virtue of this Developer Agreement and otherwise consistent with the special assessment statute, Wis. Stat. §§ 66.0701, et seq. but for the provision of this section upon the Property described herein except for the bank parcel, without a hearing. Such special assessments or charges shall be collected on the next succeeding tax roll as are other special assessments or charges. This provision constitutes Developer's Waiver of Notice and Consent to all special assessment or special charges proceedings, which may be required by law to the extent of an amount equal to

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the then-remaining balance of Bond Debt Service Payments and TID Costs Payments, including accrued interest. This provision shall survive any rescission, termination or expiration of this Developer Agreement until the Bond Debt Service is fully paid.

ARTICLE VII INSURANCE

(1) Developer, its contractors, lessees, successors and assigns, shall, during their occupancy or ownership of the Property, purchase or cause to be purchased and continuously maintained in effect, insurance against such risks, both generally and specifically, with respect to the private development, as are customarily insured against in developments of like size and character including, but not limited to: Casualty Insurance, Comprehensive General Liability Insurance, Physical Damage Insurance, Builders' Risk Insurance and all other forms of insurance reasonably required generally by the State of Wisconsin for entities such as the Owner and any Lessees from time to time during the construction and operation of the Property. Such insurance shall be maintained in amounts and with terms of coverage generally customary to such Property. Such insurance shall name City as an additional insured as its interest may appear, except on any policy of Liability Insurance.

(2) In the event the Property is damaged or partially or fully destroyed, Developer shall cause the insurance proceeds from such loss to be used to promptly repair and restore the Property to its original condition. If, in the sole discretion of Developer, its contractors, lessees, successors and assigns, it is determined that it is not economically or otherwise feasible to rebuild the Property, Developer agrees to cause to be deposited to a reserve account an amount sufficient to prepay the entire City Bond Debt Service then outstanding as of the date of payment following such deposit.

ARTICLE VIII AMENDMENT

This Agreement may be rescinded, modified or amended, in whole or in part, by mutual agreement of the Parties hereto, their successors and/or assigns, in writing signed by all Parties.

ARTICLE IX MISCELLANEOUS PROVISIONS

Section 9.1 Execution in Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 9.2 Construction. The Parties acknowledge and represent that this Agreement has been the subject of negotiation by all Parties and that all Parties together shall be construed to be the drafter hereof and this Agreement shall not be construed against any Party individually as drafter.

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Section 9.3 Legal Relationship. Nothing in this Agreement shall be construed to create an employer/employee relationship, joint employer, joint venture or partnership relationship, or a principal/agent relationship.

Section 9.4 Survival. All agreements, representations, covenants and warranties made herein shall survive the execution of this Agreement and the making of the grants hereunder. This Agreement shall be binding upon the Parties, their respective successors and assigns.

Section 9.5 No Waiver. The failure of any Party to require strict performance of any provision of this Agreement will not constitute a waiver of the provision or of any other of that Party's rights under this Agreement. Rights and obligations under this Agreement may only be waived or modified in writing. A writing waiving a right must be signed by the Party waiving the right. If an obligation of a Party is being waived or released, the writing must be signed by the affected Parties. Waiver of one right, or release of one obligation, will not constitute a waiver or release of any other right or obligation of any Party. Waivers and releases shall affect only the specific right or obligation waived or released and will not affect the rights or obligations of any other Party that did not sign the waiver or release.

Section 9.6 Severability of Provisions. If any provision of this Agreement shall be held or declared to be invalid, illegal or unenforceable by reason of its being contrary to any applicable law, such provision shall be deemed to be deleted from this Agreement without impairing or prejudicing the validity, legality or enforceability of the remaining provisions.

Section 9.7 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State of Wisconsin.

Section 9.8 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any Party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (a) in the case of Developer is addressed to or delivered personally to:

P.H. Limited Partnership
c/o E. J. Plesko & Associates
6515 Grand Teton Plaza, Suite 300
Madison, WI 53719

Attn: Project Manager

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- (b) in the case of City is addressed to or delivered personally to:

City of Watertown
106 Jones Street
P.O. Box 477
Watertown, WI 53094

Attn: Mayor

or at such other address with respect to any such Party as that Party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 9.9 Force Majeure. As used herein, the term "Force Majeure" shall mean any accident, breakage, war, insurrection, civil commotion, riot, act of terror, act of God or the elements, governmental action (except for governmental action by City with respect to obligations of City under this Agreement) alteration, strike or lockout, picketing (whether legal or illegal), inability of a Party or its agents or contractors, as applicable, to obtain fuel or supplies, unusual weather conditions, or any other cause or causes beyond the reasonable control of such Party or its agents or contractors, as applicable. No Party to this Agreement shall be in default hereunder for so long as such Party or its agents and contractors, if applicable, are prevented from performing any of its obligations hereunder due to a Force Majeure occurrence.

Section 9.10 Term. This Agreement shall continue from the Effective Date until either the date all Bonds issued have been paid in full or 2032, whichever is later (the "Term").

Section 9.11 Restrictions of Sale, Transfer, Conveyance and Ownership. During the Term of this Agreement, neither Developer nor any future owner shall use, sell, transfer or convey ownership of any of the Property to any person or entity, in any manner which would render all or any part of the Property exempt from real property taxation, or would render the personal property located on any of the Property exempt from personal property taxation, without the prior written consent of City. This obligation shall survive until the termination and closure of TID # 5 under this Agreement. In the event Developer receives an exemption from general real estate taxes, such may be deemed an event of default hereunder and City may exercise its rights under the Remedies clauses in Article VI of this Agreement. Developer shall execute and record deed restrictions effectuating this provision.

Section 9.12. Warranty of Developer; Non-Transferability. The City has entered into this Agreement with Developer, on the basis of the identity of the General Partner(s), and on the strength of their experience. Therefore, Developer hereby warrants and represents to City that the General Partner(s) of Developer are as shown on Exhibit "B". Developer may not change General Partner(s) without the prior written consent of the City, which shall not be unreasonably denied, delayed or conditioned. Developer shall not change property management of the Property from the General Partner(s) without the prior written consent of the City, which consent shall not be unreasonably withheld. Any prohibited transfers under this Section, which have been made without securing the prior written consent of the City shall be considered an event of

Default hereunder. In any event, any permitted or subsequent transferee hereunder must agree to be bound by the terms of this Development Agreement.

Section 9.13 Guarantee by General Partner. The General Partner of Developer, by its signature on behalf of Developer, agrees to guarantee performance by Developer of the provisions of Section 3.1(6) of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date indicated.

P.H. LIMITED PARTNERSHIP

By: E.J. PLESKO AND ASSOCIATES,
an Illinois corporation, General Partner

Dated: July 7, 2009

By: [Signature]
Name: E. J. Plesko
Title: President

CITY OF WATERTOWN, WISCONSIN

Dated: 7/7/2009

By: [Signature]
Name: RONALD J. BRUEGER
Title: Mayor

000386

STATE OF WISCONSIN)

Dane)
JEFFERSON COUNTY)

ss.

Personally came before me this 7th day of July, 2009, the above-named E.J. Plesko, President of E.J. Plesko and Associates, an Illinois corporation, the General Partner, of P.H. Limited Partnership, a Wisconsin limited partnership, to me known to be the person who executed the foregoing instrument and acknowledged the same, as the act and deed of said limited partnership, by its authority.

Becky L. Gleiter
Notary Public, State of Wisconsin

My Commission expires: 5-26-13



STATE OF WISCONSIN)

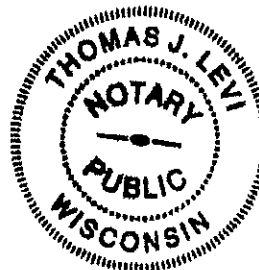
JEFFERSON COUNTY)

ss.

Personally came before me this 7th day of July, 2009, the above-named Ronald J. Krueger, the Mayor of the City of Watertown, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same, as the act and deed of said corporation, by its authority.

Thomas J. Levi
Notary Public, State of Wisconsin

My Commission expires: is permanent.



T:\CLIENT\A023464\0001\A3370130.1

000387

Exhibit A**LEGAL DESCRIPTION**

CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. 20801217:

A parcel of land being Lots 1 through 18, part of Lots 37 through 46, vacated Montgomery Street vacated Robert Street, vacated Crangle Avenue and Vacated Alley, all in Crangle's Addition, Outlot 2, 12th ward, formerly 3rd ward, and part of Certified Survey recorded in Volume 4, Page 38, all in the Northwest quarter of the Southwest quarter of Section 4, Township 8 North, Range 15 East, City of Watertown, Jefferson County, Wisconsin to wit:

Beginning at the Southeast corner of said Certified Survey; thence North 12° 23' 00" East, 169.90 feet; thence North 80° 35' 40" West, 215.09 feet; thence North 24° 50' 27" East, 28.88 feet thence North 88° 57' 08" West, 185.77 feet; thence South 52° 45' 48" West, 122.27 feet to the North line of Bernard Street; thence along said North line North 37° 33' 23" West 83.05 feet; thence North 05° 08' 58" West 32.50 feet; thence North 12° 36' 02" East 24.82 feet; thence North 50° 11' 10" East 35.48 feet; thence North 40° 40' 30" East, 33.73 feet; thence South 53° 42' 18" East, 71.59 (recorded as South 53° 42' 19" East, 72.23 feet); thence North 38° 19' 53" West 7.94 feet (recorded as North 38° 19' 53" East 9.33 feet); thence South 22° 14' 53" East 14.51 feet (recorded as South 20° 58' 35" East, 14.09 feet); thence South 62° 49' 32" East, 41.27 feet (recorded as South 61° 31' 14" East 41.34 feet); thence North 74° 15' 30" East 19.44 feet (recorded as North 74° 15' 30" East 18.91 feet); thence North 46° 53' 24" East, 45.19 feet; thence North 14° 37' 18" East, 16.34 feet; thence North 50° 54' 47" West, 51.43 feet; thence North 57° 18' 47" West, 26.73 feet; thence North 33° 43' 45" West, 18.35 feet; thence North 48° 28' 57" West, 38.75 feet to the Southeasterly line of Milford Street; thence North 40° 40' 30" East, 548.72 feet to the South line of the Soo Line Railroad, formerly the C. M. St. P. and Pacific Railroad, thence along the said South line South 80° 34' 51" East, 460.94 feet to the west right of way line of State Trunk Highway 28, also known as Church Street; thence South 08° 26' 27" West, 611.27 feet; thence South 81° 33' 33" East, 19.10 feet; thence South 08° 26' 27" West, 90.53 feet; thence South 50° 55' 05" West; thence along said North line North 84° 17' 20" West, 303.40 feet to the point of beginning.

EXCEPTING THEREFROM land conveyed to the City of Watertown recorded Volume 1170 of Records on Page 800 as Document Number 1045796.

Tax Key No.: 291-0815-0432-012
Address: 600 S Church St

000388

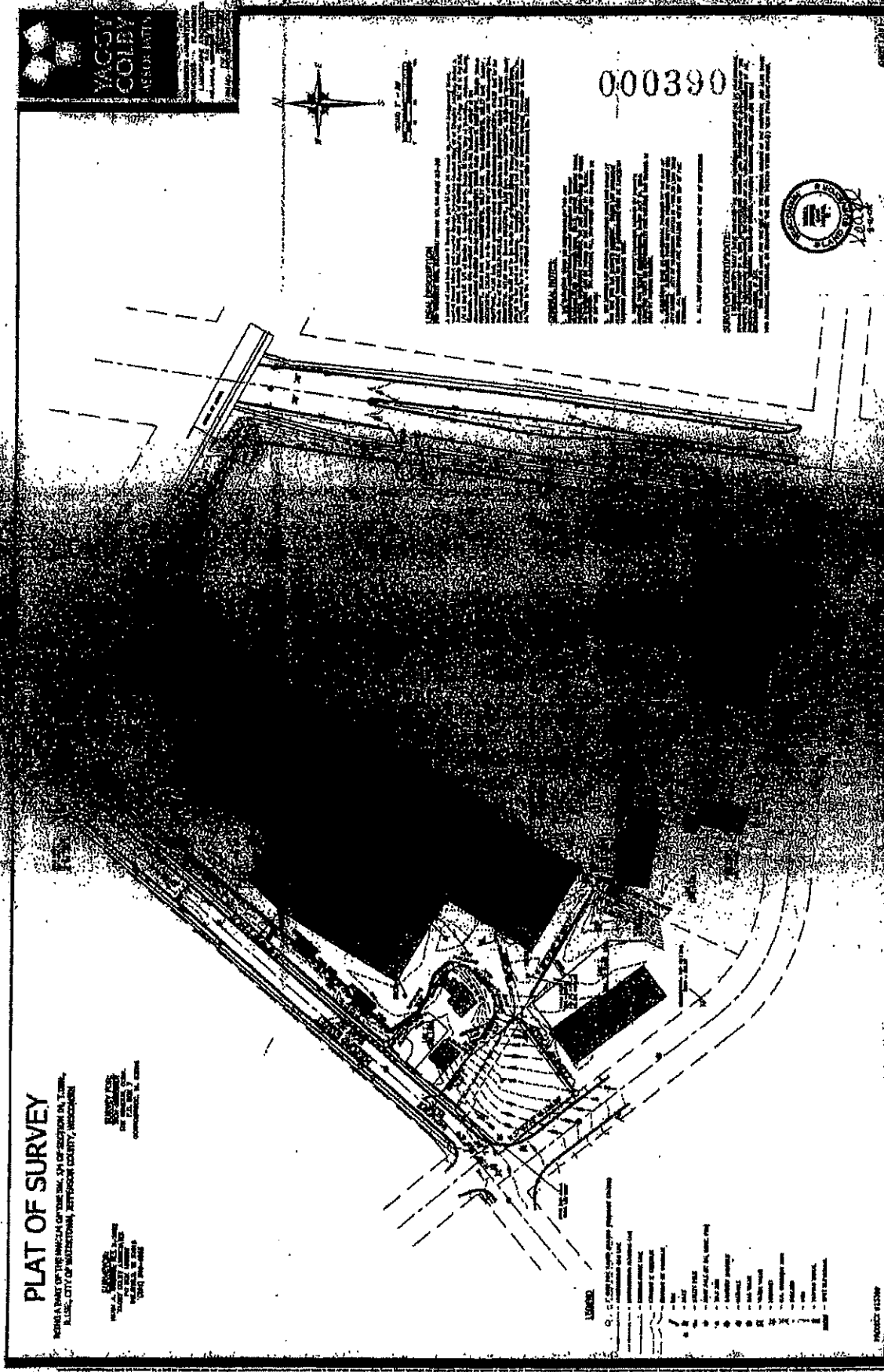
Exhibit B

Developer contact information:

P.H. Limited Partnership
E.J. Plesko & Associates, Inc., General Partner
6515 Grand Teton Plaza, Suite 300
Madison, WI 53719
T: (608) 833-7600
F: (608) 833 7602

000389

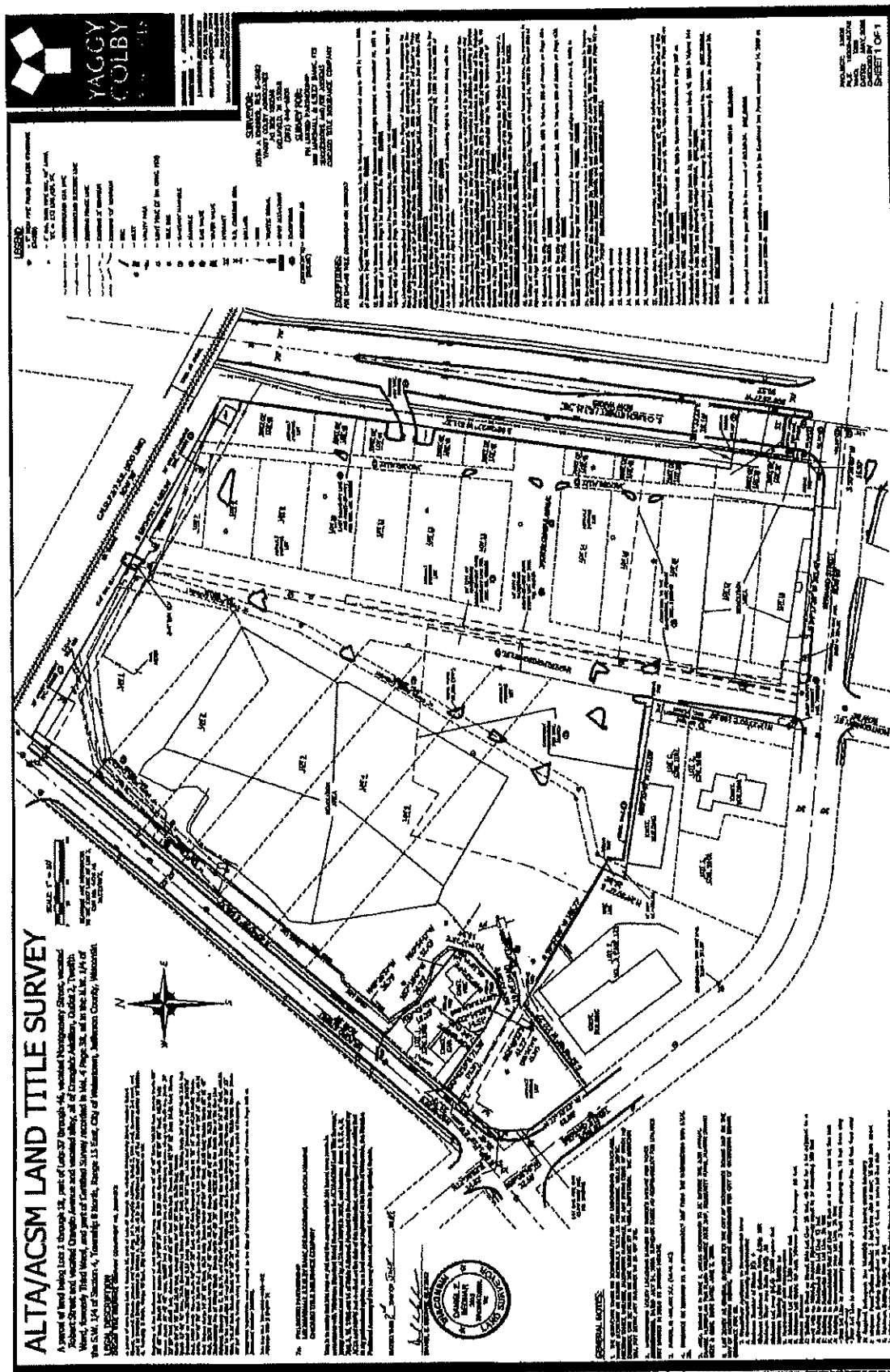
Exhibit C




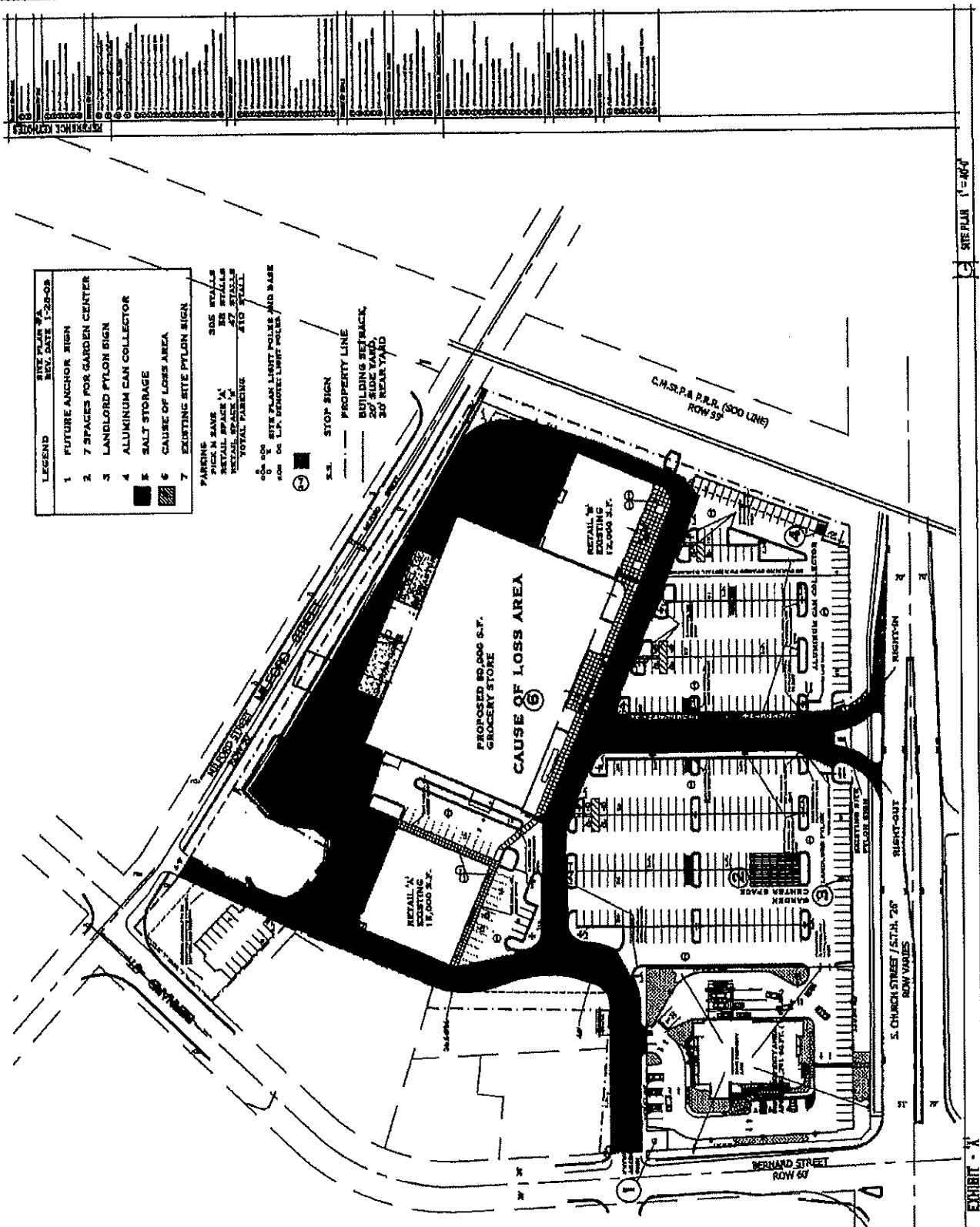
000391

Exhibit D

000392

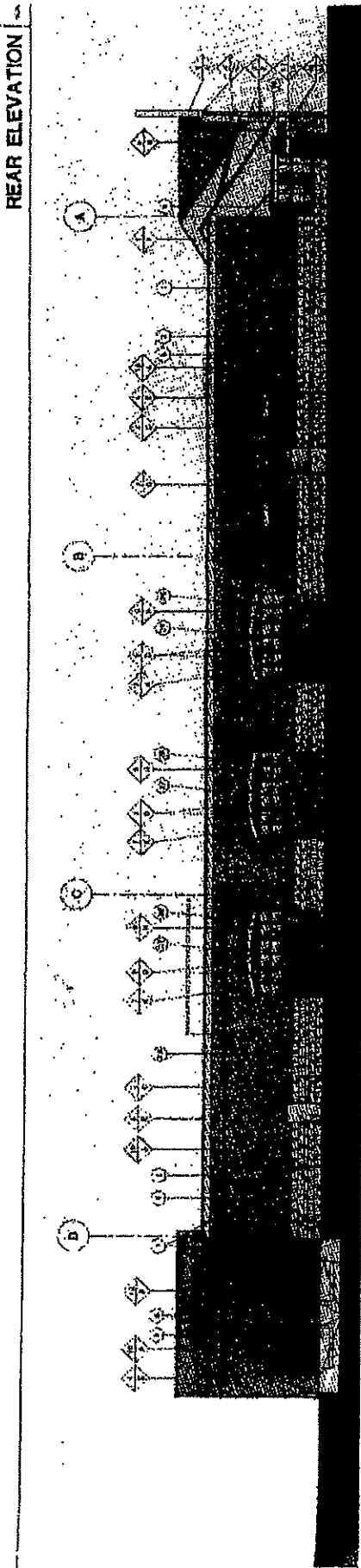
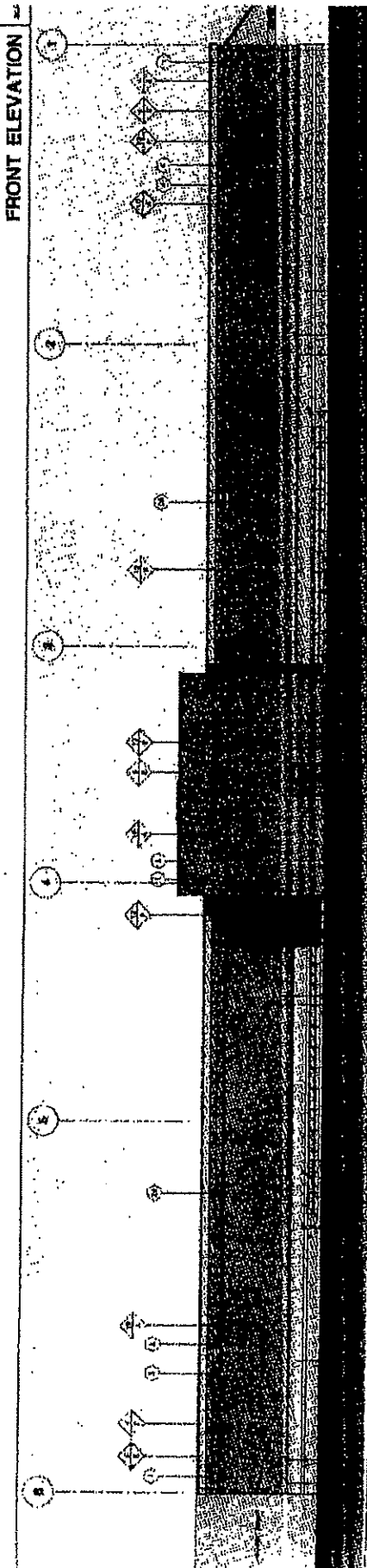
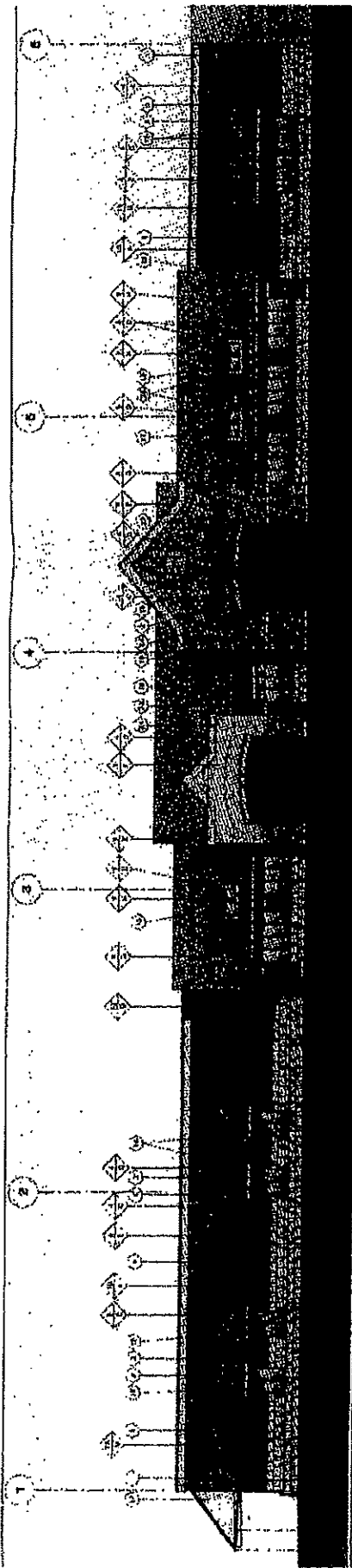


	MSI GENERAL CORPORATION P.O. BOX 17 SALT LAKE CITY, UT 84116 TEL: 801/467-8141 FAX: 801/467-8141 WWW.MSIGENERAL.COM	<div style="font-size: 2em; font-weight: bold; margin-bottom: 10px;">000393</div>	PROJECT ADDRESS: PROJECT NO.: SITE PLAN: ALL INFORMATION CONTAINED HEREIN IS THE PROPERTY OF MSI GENERAL CORPORATION. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON.	DATE: 01/01/01 DRAWN BY: JPL CHECKED BY: JPL SCALE: AS SHOWN SHEET NO. 1 OF 1
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000394

Exhibit E





TENANT SIGN	TENANT SIGN	TENANT SIGN	TENANT SIGN	TENANT SIGN
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]



TENANT SIGN	TENANT SIGN	TENANT SIGN	TENANT SIGN	TENANT SIGN
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]



WATERTOWN SQUARE - REBUILDING A

[illegible][illegible]

000398

Exhibit F

BAIRD

000399

Section 12, Item B.

6/22/09 Update

City of Watertown

Tax Increment District No. 5

Cash Flow Proforma Analysis

Annual Increment During Life of TIF	1.25% (A)
2008 gross tax rate (per \$1000 equal value)	\$19.55
Annual change in tax rate	0.00%

Estimated New Issue	
Amount for Project	\$3,000,000
Cost of Insurance (est.)	\$10,000
Residual	\$0

Background Data											
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)		
Val. Date	TIF District Valuation (January 1)	Inflation Increment	Increment (F)	TIF Increment Over Base	Tax Rate	TIF Increment Tax Revenue	Principal (2015)	Interest (2015) avg 4.50%	Developer Guarantees Debt Service	City Reimburse. of TIF Exp.	Combined Expenditures
2008	\$2,200,000	\$2,200,000	\$15,040,000	\$13,780,037	\$18.58	\$0	\$109,241	\$157,839	\$287,080		\$0
2009	\$2,200,000	\$2,200,000	\$15,040,000	\$14,005,337	\$18.58	\$0	\$109,241	\$157,839	\$287,080		\$0
2010	\$17,240,000	\$218,194	\$215,500	\$14,223,331	\$18.58	\$298,729	\$107,102	\$158,979	\$287,081		\$287,080
2011	\$17,465,500	\$17,873,994	\$220,821	\$14,444,452	\$18.58	\$273,944	\$113,430	\$163,051	\$287,081		\$287,081
2012	\$17,694,915	\$223,053	\$223,053	\$14,668,135	\$18.58	\$272,532	\$119,868	\$167,412	\$287,080		\$287,081
2013	\$18,112,286	\$226,478	\$226,478	\$15,094,813	\$18.58	\$282,553	\$128,250	\$160,831	\$287,081		\$287,081
2014	\$18,594,478	\$229,310	\$229,310	\$15,523,023	\$18.58	\$286,908	\$132,827	\$164,254	\$287,081		\$287,081
2015	\$19,074,099	\$232,178	\$232,178	\$15,956,069	\$18.58	\$281,338	\$140,468	\$168,582	\$287,081		\$287,081
2016	\$19,506,282	\$235,078	\$235,078	\$16,388,177	\$18.58	\$286,324	\$148,227	\$172,954	\$287,081		\$287,081
2017	\$19,941,340	\$238,017	\$238,017	\$16,820,184	\$18.58	\$300,365	\$156,578	\$177,702	\$287,081		\$287,081
2018	\$19,370,357	\$240,882	\$240,882	\$16,070,186	\$18.58	\$304,063	\$164,700	\$182,380	\$287,080		\$287,081
2019	\$19,520,346	\$244,004	\$244,004	\$16,314,190	\$18.58	\$308,618	\$174,039	\$187,042	\$287,081		\$287,081
2020	\$19,764,358	\$247,054	\$247,054	\$16,561,245	\$18.58	\$314,333	\$183,811	\$191,670	\$287,081		\$287,081
2021	\$20,011,408	\$250,143	\$250,143	\$16,811,387	\$18.58	\$320,141	\$193,709	\$196,371	\$287,080		\$287,080
2022	\$20,261,550	\$253,269	\$253,269	\$17,064,857	\$18.58	\$326,588	\$204,191	\$201,899	\$287,080		\$287,080
2023	\$20,514,820	\$256,435	\$256,435	\$17,321,002	\$18.58	\$333,631	\$215,894	\$211,487	\$287,081		\$287,081
2024	\$20,771,255	\$259,641	\$259,641	\$17,583,733	\$18.58	\$341,376	\$227,451	\$218,828	\$287,080	\$53,781	\$320,861
2025	\$21,030,065	\$262,888	\$262,888	\$17,849,619	\$18.58	\$349,801	\$239,961	\$227,120	\$287,081		\$0
2026	\$21,290,782	\$266,172	\$266,172	\$18,106,791	\$18.58	\$358,079	\$253,121	\$236,980	\$287,081		\$0
2027	\$21,556,954	\$269,499	\$269,499	\$18,378,281	\$18.58	\$366,021					
2028	\$21,829,454	\$272,868	\$272,868	\$18,652,159	\$18.58	\$374,228					
2029	\$22,102,322	\$276,279	\$276,279	\$18,928,438	\$18.58	\$382,699					
2030	\$22,376,001	\$279,733	\$279,733	\$19,206,170	\$18.58	\$391,456					
2031	\$22,650,335	\$283,229		\$19,481,400	\$18.58	\$370,240					
2032											
						\$5,761,593	\$5,010,000	\$1,797,453	\$4,597,085	\$53,781	\$4,527,073

BAIRD

000400

6/22/09 Update
City of Watertown
Tax Increment District No. 5
Cash Flow Proforma Analysis

TID Status									
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)
Annual Surplus (Shortfall)	Developer Shortfall Payment	Developer Payment to Developer	Developer Estimated Earnings	Developer Deposit / (Withdrawal)	Cumulative Balance	Cumulative Surplus Applied to Loan Payoff (December 31)	Cost Recovery		
2008	\$0		\$0	\$0	\$0	\$0	\$0		2008
2009	\$0		\$0	\$2,049	\$2,049	\$0	\$0		2009
2010	\$2,849		\$50	\$6,864	\$9,553	\$0	\$0		2010
2011	\$6,864		\$132	\$11,131	\$20,875	\$0	\$0		2011
2012	\$11,131		\$397	\$15,453	\$36,726	\$0	\$0		2012
2013	\$15,453		\$686	\$19,828	\$57,251	\$0	\$0		2013
2014	\$19,828		\$1,086	\$24,258	\$82,585	\$0	\$0		2014
2015	\$24,258		\$1,586	\$28,854	\$110,000	\$12,909	\$0		2015
2016	\$28,854		\$1,900	\$31,900	\$140,000	\$48,093	\$0		2016
2017	\$31,900		\$1,900	\$33,800	\$170,000	\$87,878	\$0		2017
2018	\$33,800		\$1,900	\$35,700	\$200,000	\$132,315	\$0		2018
2019	\$35,700		\$1,900	\$37,600	\$230,000	\$181,489	\$0		2019
2020	\$37,600		\$1,900	\$39,500	\$260,000	\$235,391	\$0		2020
2021	\$39,500		\$1,900	\$41,400	\$290,000	\$294,149	\$0		2021
2022	\$41,400		\$1,900	\$43,300	\$320,000	\$357,798	\$0		2022
2023	\$43,300		\$1,900	\$45,200	\$350,000	\$426,492	\$0		2023
2024	\$45,200		\$1,900	\$47,100	\$380,000	\$495,186	\$0		2024
2025	\$47,100		\$1,900	\$49,000	\$410,000	\$563,880	\$0		2025
2026	\$49,000		\$1,900	\$50,900	\$440,000	\$632,574	\$0		2026
2027	\$50,900		\$1,900	\$52,800	\$470,000	\$701,268	\$0		2027
2028	\$52,800		\$1,900	\$54,700	\$500,000	\$770,000	\$0		2028
2029	\$54,700		\$1,900	\$56,600	\$530,000	\$838,732	\$0		2029
2030	\$56,600		\$1,900	\$58,500	\$560,000	\$907,426	\$0		2030
2031	\$58,500		\$1,900	\$60,400	\$590,000	\$976,120	\$0		2031
2032	\$60,400		\$1,900	\$62,300	\$620,000	\$1,044,814	\$0		2032
2033	\$62,300		\$1,900	\$64,200	\$650,000	\$1,113,508	\$0		2033
2034	\$64,200		\$1,900	\$66,100	\$680,000	\$1,182,202	\$0		2034
2035	\$66,100		\$1,900	\$68,000	\$710,000	\$1,250,896	\$0		2035
2036	\$68,000		\$1,900	\$69,900	\$740,000	\$1,319,590	\$0		2036
2037	\$69,900		\$1,900	\$71,800	\$770,000	\$1,388,284	\$0		2037
2038	\$71,800		\$1,900	\$73,700	\$800,000	\$1,456,978	\$0		2038
2039	\$73,700		\$1,900	\$75,600	\$830,000	\$1,525,672	\$0		2039
2040	\$75,600		\$1,900	\$77,500	\$860,000	\$1,594,366	\$0		2040
2041	\$77,500		\$1,900	\$79,400	\$890,000	\$1,663,060	\$0		2041
2042	\$79,400		\$1,900	\$81,300	\$920,000	\$1,731,754	\$0		2042
2043	\$81,300		\$1,900	\$83,200	\$950,000	\$1,800,448	\$0		2043
2044	\$83,200		\$1,900	\$85,100	\$980,000	\$1,869,142	\$0		2044
2045	\$85,100		\$1,900	\$87,000	\$1,010,000	\$1,937,836	\$0		2045
2046	\$87,000		\$1,900	\$88,900	\$1,040,000	\$2,006,530	\$0		2046
2047	\$88,900		\$1,900	\$90,800	\$1,070,000	\$2,075,224	\$0		2047
2048	\$90,800		\$1,900	\$92,700	\$1,100,000	\$2,143,918	\$0		2048
2049	\$92,700		\$1,900	\$94,600	\$1,130,000	\$2,212,612	\$0		2049
2050	\$94,600		\$1,900	\$96,500	\$1,160,000	\$2,281,306	\$0		2050
2051	\$96,500		\$1,900	\$98,400	\$1,190,000	\$2,350,000	\$0		2051
2052	\$98,400		\$1,900	\$100,300	\$1,220,000	\$2,418,694	\$0		2052
2053	\$100,300		\$1,900	\$102,200	\$1,250,000	\$2,487,388	\$0		2053
2054	\$102,200		\$1,900	\$104,100	\$1,280,000	\$2,556,082	\$0		2054
2055	\$104,100		\$1,900	\$106,000	\$1,310,000	\$2,624,776	\$0		2055
2056	\$106,000		\$1,900	\$107,900	\$1,340,000	\$2,693,470	\$0		2056
2057	\$107,900		\$1,900	\$109,800	\$1,370,000	\$2,762,164	\$0		2057
2058	\$109,800		\$1,900	\$111,700	\$1,400,000	\$2,830,858	\$0		2058
2059	\$111,700		\$1,900	\$113,600	\$1,430,000	\$2,900,000	\$0		2059
2060	\$113,600		\$1,900	\$115,500	\$1,460,000	\$2,969,142	\$0		2060
2061	\$115,500		\$1,900	\$117,400	\$1,490,000	\$3,038,284	\$0		2061
2062	\$117,400		\$1,900	\$119,300	\$1,520,000	\$3,107,426	\$0		2062
2063	\$119,300		\$1,900	\$121,200	\$1,550,000	\$3,176,568	\$0		2063
2064	\$121,200		\$1,900	\$123,100	\$1,580,000	\$3,245,710	\$0		2064
2065	\$123,100		\$1,900	\$125,000	\$1,610,000	\$3,314,852	\$0		2065
2066	\$125,000		\$1,900	\$126,900	\$1,640,000	\$3,383,994	\$0		2066
2067	\$126,900		\$1,900	\$128,800	\$1,670,000	\$3,453,136	\$0		2067
2068	\$128,800		\$1,900	\$130,700	\$1,700,000	\$3,522,278	\$0		2068
2069	\$130,700		\$1,900	\$132,600	\$1,730,000	\$3,591,420	\$0		2069
2070	\$132,600		\$1,900	\$134,500	\$1,760,000	\$3,660,562	\$0		2070
2071	\$134,500		\$1,900	\$136,400	\$1,790,000	\$3,729,704	\$0		2071
2072	\$136,400		\$1,900	\$138,300	\$1,820,000	\$3,798,846	\$0		2072
2073	\$138,300		\$1,900	\$140,200	\$1,850,000	\$3,867,988	\$0		2073
2074	\$140,200		\$1,900	\$142,100	\$1,880,000	\$3,937,130	\$0		2074
2075	\$142,100		\$1,900	\$144,000	\$1,910,000	\$4,006,272	\$0		2075
2076	\$144,000		\$1,900	\$145,900	\$1,940,000	\$4,075,414	\$0		2076
2077	\$145,900		\$1,900	\$147,800	\$1,970,000	\$4,144,556	\$0		2077
2078	\$147,800		\$1,900	\$149,700	\$2,000,000	\$4,213,698	\$0		2078
2079	\$149,700		\$1,900	\$151,600	\$2,030,000	\$4,282,840	\$0		2079
2080	\$151,600		\$1,900	\$153,500	\$2,060,000	\$4,351,982	\$0		2080
2081	\$153,500		\$1,900	\$155,400	\$2,090,000	\$4,421,124	\$0		2081
2082	\$155,400		\$1,900	\$157,300	\$2,120,000	\$4,490,266	\$0		2082
2083	\$157,300		\$1,900	\$159,200	\$2,150,000	\$4,559,408	\$0		2083
2084	\$159,200		\$1,900	\$161,100	\$2,180,000	\$4,628,550	\$0		2084
2085	\$161,100		\$1,900	\$163,000	\$2,210,000	\$4,697,692	\$0		2085
2086	\$163,000		\$1,900	\$164,900	\$2,240,000	\$4,766,834	\$0		2086
2087	\$164,900		\$1,900	\$166,800	\$2,270,000	\$4,835,976	\$0		2087
2088	\$166,800		\$1,900	\$168,700	\$2,300,000	\$4,905,118	\$0		2088
2089	\$168,700		\$1,900	\$170,600	\$2,330,000	\$4,974,260	\$0		2089
2090	\$170,600		\$1,900	\$172,500	\$2,360,000	\$5,043,402	\$0		2090
2091	\$172,500		\$1,900	\$174,400	\$2,390,000	\$5,112,544	\$0		2091
2092	\$174,400		\$1,900	\$176,300	\$2,420,000	\$5,181,686	\$0		2092
2093	\$176,300		\$1,900	\$178,200	\$2,450,000	\$5,250,828	\$0		2093
2094	\$178,200		\$1,900	\$180,100	\$2,480,000	\$5,319,970	\$0		2094
2095	\$180,100		\$1,900	\$182,000	\$2,510,000	\$5,389,112	\$0		2095
2096	\$182,000		\$1,900	\$183,900	\$2,540,000	\$5,458,254	\$0		2096
2097	\$183,900		\$1,900	\$185,800	\$2,570,000	\$5,527,396	\$0		2097
2098	\$185,800		\$1,900	\$187,700	\$2,600,000	\$5,596,538	\$0		2098
2099	\$187,700		\$1,900	\$189,600	\$2,630,000	\$5,665,680	\$0		2099
2100	\$189,600		\$1,900	\$191,500	\$2,660,000	\$5,734,822	\$0		2100
2101	\$191,500		\$1,900	\$193,400	\$2,690,000	\$5,803,964	\$0		2101
2102	\$193,400		\$1,900	\$195,300	\$2,720,000	\$5,873,106	\$0		2102
2103	\$195,300		\$1,900	\$197,200	\$2,750,000	\$5,942,248	\$0		2103
2104	\$197,200		\$1,900	\$199,100	\$2,780,000	\$6,011,390	\$0		2104
2105	\$199,100		\$1,900	\$201,000	\$2,810,000	\$6,080,532	\$0		2105
2106	\$201,000		\$1,900	\$202,900	\$2,840,000	\$6,149,674	\$0		2106
2107	\$202,900		\$1,900	\$204,800	\$2,870,000	\$6,218,816	\$0		2107
2108	\$204,800		\$1,900	\$206,700	\$2,900,000	\$6,287,958	\$0		2108
2109	\$206,700		\$1,900	\$208,600	\$2,930,000	\$6,357,100	\$0		2109
2110	\$208,600		\$1,900	\$210,500	\$2,960,000	\$6,426,242	\$0		2110
2111	\$210,500		\$1,900	\$212,400	\$2,990,000	\$6,495,384	\$0		2111
2112	\$212,400		\$1,900	\$214,300	\$3,020,000	\$6,564,526	\$0		2112
2113	\$214,300		\$1,900	\$216,200	\$3,050,000	\$6,633,668	\$0		2113
2114	\$216,200		\$1,900	\$218,100	\$3,080,000	\$6,702,810	\$0		2114
2115	\$218,100		\$1,900	\$220,000	\$3,110,000	\$6,771,952	\$0		2115
2116	\$220,000		\$1,900	\$221,900	\$3,140,000	\$6,841,094	\$0		2116
2117	\$221,900		\$1,900	\$223,800	\$3,170,000	\$6,910,236	\$0		2117
2118	\$223,800		\$1,900	\$225,700	\$3,200,000	\$6,979,378	\$0		2118
2119	\$225,700		\$1,900	\$227,600	\$3,230,000	\$7,048,520	\$0		2119
2120	\$227,600		\$1,900	\$229,500	\$3,260,000	\$7,117,662	\$0		2120
2121	\$229,500		\$1,900	\$231,400	\$3,290,000	\$7,186,804	\$0		2121
2122	\$231,400		\$1,900	\$233,300	\$3,320,000	\$7,255,946	\$0		2122
2123	\$233,300		\$1,900	\$235,200	\$3,350,000	\$7,325,088	\$0		2123
2124	\$235,200		\$1,900	\$237,100	\$3,380,000	\$7,394,230	\$0		2124
2125	\$237,100		\$1,900	\$239,000	\$3,410,000	\$7,463,372	\$0		2125
2126	\$239,000		\$1,900	\$240,900	\$3,440,000	\$7,532,514	\$0		2126
2127	\$240,900		\$1,900	\$242,800	\$3,470,000	\$7,601,656	\$0		2127
2128	\$242,800		\$1,900	\$244,700	\$3,500,000	\$7,670,798	\$0		2128
2129	\$244,700		\$1,900	\$246,600	\$3,530,000	\$7,739,940	\$0		2129
2130	\$246,600		\$1,900	\$248,500	\$3,560,000	\$7,809,082	\$0		2130
2131	\$248,500		\$1,900	\$250,400	\$3,590,000	\$7,878,224	\$0		2131

AMENDED SUBSTITUTE DEVELOPMENT AGREEMENT

THIS AMENDED SUBSTITUTE DEVELOPMENT AGREEMENT (the "Amendment") is made as of the 9 day of November 2022, by and between the **CITY OF WATERTOWN ("City")** and **WATERTOWN SQUARE, LLC ("Square")**, individually each of the foregoing is a "Party" and collectively they are the "Parties".

RECITALS

WHEREAS, City and Square's predecessor, P.H. Limited Partnership ("P.H."), entered into a Substitute Development Agreement, as of the 7th day of July, 2009 ("Agreement"); and

WHEREAS, during the term of the Agreement, P.H. has conveyed a portion of the Property, as defined in the Agreement, to Bank of Lake Mills, and has developed the remainder of the Property with a supermarket and additional commercial space, and Bank of Lake Mills has developed its portion of the said Property with a bank building; and

WHEREAS, during the term of the Agreement, P.H. has received \$3,000,000 of financial support ("Support") from City funds borrowed by City, ("Support Loan"), from which P.H. has deposited \$300,000, as collateral ("Collateral"), into the Fund (as defined in and created pursuant to the Agreement ("Fund")); and

WHEREAS, P.H. has thereafter conveyed its portion of the Property to Square, together with all rights of P.H. in the Fund; and

WHEREAS, City has provided annual reports and has made distributions to Square from the Fund; and

WHEREAS, City has also paid from the Fund, all principal and interest payments on the Bonds issued to finance the Support Loan ("Bonds"), and has refinanced the unpaid balance of the Bonds, per the Schedule attached hereto as Exhibit A; and

WHEREAS, City has reassessed all real property in the City, as of January 1, 2022 and has assessed the Property, and personal property located therein, at a total assessment for 2022, of more than \$16,450,163; and

WHEREAS, the Parties have agreed to amend the Agreement, as set forth in this Amendment.

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein, and the following promises and obligations of the Parties, each Party hereby covenants and agrees as follows:

1. The following provisions of the Agreement are deleted.
 - a. 3.1 (4)
 - b. 3.1 (8)
 - c. 3.2 (4)
 - d. 3.2 (5)
 - e. 3.2 (5) (a)
 - f. 3.2 (5) (b)
 - g. 3.2 (5) (c)
 - h. 3.2 (5) (d)
 - i. 3.2 (6)
 - j. 9.8 (a)
 - k. 9.13
2. Except as specifically provided in paragraph 5 of this Amendment, no additional distribution or payment shall be made from the Fund by City to Square, or to any assignee or successor of Square. City hereby irrevocably waives and releases any and all claims it may have had, has now or may in the future have, to a refund or repayment of any amount paid to Square prior to the date hereof, as a distribution of Incremental Revenue.
3. Square will defend, indemnify and hold the City harmless from and against any claim made by others, if made prior to the date of payment provided in paragraph 5, of entitlement to any share of any payment made by the City to Square prior to the date hereof, as a distribution of Incremental Revenue, provided however that such indemnity obligation shall be limited to the Collateral, to a maximum of \$260,000 in the aggregate, and Square and its successors and assigns shall have no obligation

to fund or otherwise make any indemnity payments in excess of such aggregate maximum or to restore or replenish the Collateral in the Fund. In the event the City receives notice of any claim covered by this indemnity provision, it shall promptly provide written notice to Square and Square shall have the option to select counsel of its choosing to direct and conduct the defense of any such indemnified claim.

4. All TIF Revenues (as defined in the Agreement) deposited into the Fund after the date hereof, and which cause the Fund Balance to exceed \$300,000, and any accrued interest thereon, shall be used by the City solely to pay scheduled debt service on the Bonds, when due, or as permitted pre-payments at the earliest dates such prepayments are permitted. If, in any year, the Incremental Revenue is less than the Bond debt service, the difference shall be paid from that portion of the Fund, excluding the Collateral. Any amounts in excess of scheduled debt service on the Bonds shall remain in the Fund solely to make future scheduled payments or permitted prepayments on the Bonds. City acknowledges that as of the date hereof, the Collateral in the Fund is \$300,000.00. When the amount in the Fund, exclusive of the Collateral, equals or exceeds the balance remaining due on the Bonds, this Development Agreement shall terminate.
5. Within 30 days of payment in full of the Bonds, City shall then distribute and pay to Square \$260,000 of the \$300,000 Collateral deposited in the Fund, plus any accrued interest thereon, minus any amount withdrawn from the Fund pursuant to paragraph 3 of this Amendment, and distribute and pay \$40,000 to City of the Collateral deposited in the Fund, plus any accrued interest thereon, upon which event Square's and City's obligations to each other under this Amendment shall terminate.
6. Following the date hereof, the Bonds shall not be further refinanced without the prior written approval of Square.
7. Any guaranties provided by P.H. Limited Partnership or E.J. Plesko & Associates, Inc. of Square's obligations under the Agreement are hereby released and discharged.

8. This Agreement is binding on the Parties' successors and assigns.
9. This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with and governed by the laws of the State of Wisconsin. The Parties hereto hereby consent to the jurisdiction of the courts of the State of Wisconsin for any actions brought hereon.
10. In the event the terms and conditions of this Amendment conflict with the terms of the Agreement, the terms of this Amendment will control.
11. Any notices required or permitted hereunder shall be deemed properly given on the date mailed (or served personally or delivered by nationally recognized overnight courier service), if mailed, certified or registered mail, return receipt requested, or electronically, followed by mail, addressed as follows:

City: City of Watertown
Attn: Mayor
106 Jones Street, P.O. Box 477
Watertown, WI 53094
Email: emcfarland@cityofwatertown.org

With a Copy to: City of Watertown
Attn: City Attorney
106 Jones Street, P.O. Box 477
Watertown, WI 53094
Email: schesebro@cityofwatertown.org

Owner: Watertown Square, LLC
6515 Grand Teton Plaza, Suite 300
Madison, Wisconsin 53719
Email: aplesko@ejplesko.com

With a Copy to: James F. Christoffel, Esq.
Christoffel & Elliott, P.A.
1111 UBS Plaza
444 Cedar Street
St. Paul, Minnesota 55101-2129
Email: jchristoffel@christoffellaw.com

With a Copy to: Alan Marcuvitz, Esq.
von Briesen & Roper, s.c.

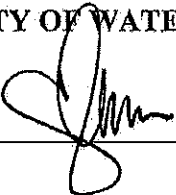
411 E. Wisconsin Ave., Suite 1000
Milwaukee, WI 53202
Email: alan.marcuvitz@vonbriesen.com

The foregoing addresses may be changed by written notice in the manner set forth above.

12. This Agreement may be executed in one or more counterparts, including facsimile or other electronic format (including, without limitation, “pdf”, “tif” or “jpg”) and other electronic signatures (including, without limitation, DocuSign and AdobeSign), each of which shall be deemed to be an original and together which shall constitute one and the same document.


Dated this 9 day of November, 2022

CITY OF WATERTOWN

By: 

STATE OF WISCONSIN }
 }ss.
JEFFERSON COUNTY }

Personally appeared before me this 9 day of November, 2022, the above-named Emily McFarland, the Mayor of the City of Watertown, to me known to be the person who executed the foregoing agreement on behalf of the City of Watertown and by its authority.



Notary Public, State of Wisconsin
My Commission expires: 07/10/2024



Dated this 7th day of November, 2022

WATERTOWN SQUARE, LLC
By: P.H. Limited Partnership - Mark
By: P.H. Corporation - General Partner
EX By: CSA
Andrew E. Plisko
President

Minnesota
STATE OF WISCONSIN }
 } ss.
MILWAUKEE COUNTY }
Hennepin

Personally appeared before me this 7th day of November, 2022, the above-named Andrew E. Plisko, the _____ for Watertown Square, LLC, to me known to be the person who executed the foregoing agreement on behalf of Watertown Square, LLC and by its authority.
President of P.H. Corporation, the General Partner of P.H. Limited Partnership, the member of Watertown Square LLC

Melissa Johnson
Notary Public, State of Wisconsin Minnesota
My Commission expires: 1.31.2025

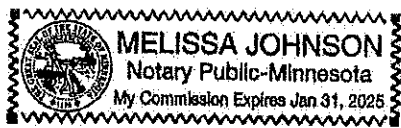


Exhibit A

Year	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	2428	2429	2430	2431	2432	2433	2434	2435	2436	2437	2438	2439	2440	2441	2442	2443	2444	2445	2446	2447	2448	2449	2450	2451	2452	2453	2454	2455	2456	2457	2458	2459	2460	2461	2462	2463	2464	2465	2466	2467	2468	2469	2470	2471	2472	2473	2474	2475	2476	2477	2478	2479	2480	2481	2482	2483	2484	2485	2486	2487	2488	2489	2490	2491	2492	2493	2494	2495	2496	2497	2498	2499	2500	2501	2502	2503	2504	2505	2506	2507	2508	2509	2510	2511	2512	2513	2514	2515	2516	2517	2518	2519	2520	2521	2522	2523	2524	2525	2526	2527	2528	2529	2530	2531	2532	2533	2534	2535	2536	2537	2538	2539	2540	2541	2542	2543	2544	2545	2546	2547	2548	2549	2550	2551	2552	2553	2554	2555	2556	2557	2558	2559	2560	2561	2562	2563	2564	2565	2566	2567	2568	2569	2570	2571	2572	2573	2574	2575	2576	2577	2578	2579	2580	2581	2582	2583	2584	2585	2586	2587	2588	2589	2590	2591	2592	2593	2594	2595	2596	2597	2598	2599	2600	2601	2602	2603	2604	2605	2606	2607	2608	2609	2610	2611	2612	2613	2614	2615	2616	2617	2618	2619	2620	2621	2622	2623	2624	2625	2626	2627	2628	2629	2630	2631	2632	2633	2634	2635	2636	2637	2638	2639	2640	2641	2642	2643	2644	2645	2646	2647	2648	2649	2650	2651	2652	2653	2654	2655	2656	2657	2658	2659	2660	2661	2662	2663	2664	2665	2666	2667	2668	2669	2670	2671	2672	2673	2674	2675	2676	2677	2678	2679	2680	2681	2682	2683	2684	2685	2686	2687	2688	2689	2690	2691	2692	2693	2694	2695	2696	2697	2698	2699	2700	2701	2702	2703	2704	2705	2706	2707	2708	2709	2710	2711	2712	2713	2714	2715	2716	2717	2718	2719	2720	2721	2722	2723	2724	2725	2726	2727	2728	2729	2730	2731	2732	2733	2734	2735	2736	2737	2738	2739	2740	2741	2742	2743	2744	2745	2746	2747	2748	2749	2750	2751	2752	2753	2754	2755	2756	2757	2758	2759	2760	2761	2762	2763	2764	2765	2766	2767	2768	2769	2770	2771	2772	2773	2774	2775	2776	2777	2778	2779	2780	2781	2782	2783	2784	2785	2786	2787	2788	2789	2790	2791	2792	2793	2794	2795	2796	2797	2798	2799	2800	2801	2802	2803	2804	2805	2806	2807	2808	2809	2810	2811	2812	2813	2814	2815	2816	2817	2818	2819	2820	2821	2822	2823	2824	2825	2826	2827	2828	2829	2830	2831	2832	2833	2834	2835	2836	2837	2838	2839	2840	2841	2842	2843	2844	2845	2846	2847	2848	2849	2850	2851	2852	2853	2854	2855	2856	2857	2858	2859	2860	2861	2862	2863	2864	2865	2866	2867	2868	2869	2870	2871	2872	2873	2874	2875	2876	2877	2878	2879	2880	2881	2882	2883	2884	2885	2886	2887	2888	2889	2890	2891	2892	2893	2894	2895	2896	2897	2898	2899	2900	2901	2902	2903	2904	2905	2906	2907	2908	2909	2910	2911	2912	2913	2914	2915	2916	2917	2918	2919	2920	2921	2922	2923	2924	2925	2926	2927	2928	2929	2930	2931	2932	2933	2934	2935	2936	2937	2938	2939	2940	2941	2942	2943	2944	2945	2946	2947	2948	2949	2950	2951	2952	2953	2954	2955	2956	2957	2958	2959	2960	2961	2962	2963	2964	2965	2966	2967	2968	2969	2970	2971	2972	2973	2974	2975	2976	2977	2978	2979	2980	2981	2982	2983	2984	2985	2986	2987	2988	2989	2990	2991	2992	2993	2994	2995	2996	2997	2998	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Exhibit A

Legal Description

That certain real property lying in the County of Jefferson, State of Wisconsin, legally described as follows:

Parcel 1:

Lot 1 of Certified Survey Map No. 5225 recorded on August 7, 2009, in Volume 28 of Certified Surveys on Pages 126-131 as Document No. 1263956, being all of Lots 1 through 18, part of Lots 37 through 46, vacated Montgomery Street, vacated Robert Street and vacated Crangle Avenue and vacated alley, all of Crangle's Addition, Outlot 2, Twelfth Ward – formerly Third Ward, and part of Certified Survey Map No. 1167 recorded in Volume 4 on Page 38, all in the NW ¼ of the SW ¼ of Section 4, Township 8 North, Range 15 East, City of Watertown, Jefferson County, Wisconsin.

EXCEPTING THEREFROM land conveyed to Fatmir Suloja in Quit Claim Deed recorded on 07/07/10 as Document No. 1278701, described as follows: Commencing at the Southwest corner of Lot 2 of Certified Survey Map No. 5225; thence North 84°17'20" West, along said Northerly right-of-way of Bernard Street and the Southerly line of said Lot 1, Certified Survey Map No. 5225, 66.97 feet to the point of beginning of the hereinafter described lands: thence continuing North 84°17'20" West, along said right-of-way, 12.03 feet; thence North 12°23'00" East, along the Westerly line of said Lot 1, 169.90 feet; thence South 08°19'42" West, 168.93 feet to the point of beginning.

Parcel 2:

TOGETHER WITH AND SUBJECT TO Rights and Easements as set forth on Declaration of Restrictions and Easements recorded on 7/21/09 as Document No. 1262986.

Tax Key No. 291-0815-0432-012

Address: 600 S. Church St., Watertown, WI 53094



Watertown
2023 Capital Project List for Borrow Request

Rev
1/23/2023

Acct #	Dept	Item	Cost
05-51-71-70	Municipal Building	Chiller system (Trane rebuild)	111,497
05-52-11-70	Police	Marked patrol equipped (2)	125,000
		Unmarked SUV	30,000
05-52-13-70	Dispatch	911 System rebuild (AT&T- same service as Jeff Cty)	127,561
05-52-31-70	Fire	Hurst battery extrication tools	60,000
		High pressure air bag lift system	10,000
		Station design & construction documents	600,000
		Outfit command car	40,740
05-52-51-70	Emergency Gov't	Tornado siren	26,000
05-54-11-70	Street	Hot box	30,000
		Vehicle (supervisor)	55,000
		Truck: one ton w/ flatbed body	75,000
		Shared w/ Solid Waste [17-58-17-60]	(37,500)
		Fuel tank and pump replacement	65,000
		Shared w/ Solid Waste (\$21,500) [17-58-17-60] & Storm Water (\$21,500) [16-58-16-60]	(43,000)
05-54-24-70	Traffic Signals	Main St signal upgrade	25,000
05-54-42-70	Street Lighting	Chadwick Drive (4)	32,000
05-54-53-70	Airport	Runway crack filling	20,000
05-55-20-70	Recreation	Quarry Study (67% city shared w/ 33% StormWtr)	80,000
05-55-22-70	Aquatic Center	Slides replacement	137,600
05-55-24-70	Senior/Community Ctr	Terrace retaining wall	75,000
05-55-41-70	Park	Riverside Park repairs	87,400
		Supervisor vehicle	36,000
		Riding lawnmower	115,000
05-58-11-22	Bike Lane/Markings	TAP Grant: bike/pedestrian master plan (20% city portion)	20,000

Acct #	Dept	Item	Cost
05-58-11-40	Bridges	Bridge inspection	15,000
		Bridge maintenance	10,000
		Main St Bridge: design	115,000
		Main St Bridge: non-eligible modifications design	25,000
		Cady Street Bridge: rehab	100,000
		TAP Grant: Tivoli Island bridge study (20% city portion)	6,400
05-58-11-41	Seawall		50,000
05-58-11-69	Annual Streets	S Washington St reconstruction	655,000
		Emmet St reconstruction	296,000
		W Madison St reconstruction	259,000
		W Milwaukee St reconstruction	162,000
		N Fourth St resurfacing (2022 BIL)	115,000
		Sr Ctr parking lot resurfacing	115,000
		Street patching	15,000
		Work shared with Stormwtr, Water, WW utilities	(200,000)
		2024-25 design work (25% of est \$200K cost w/ utilities)	50,000
		Main St design work (75% of est \$40K cost w/ 25% storm)	30,000
		Dewey Ave design (BIL) (75% of est \$160K cost w/ 25% stor	120,000
		Welsh Rd (near bypass) HSIP design	31,200
		Reduction due to 2022 carry-over balance	(77,561)
		Reduction to create even amount on bottom line	(337)
05-58-11-73	Sidewalk		50,000
05-58-11-92	Seal Coating	Pavement marking	25,000
		Crack sealing and seal coating	125,000
Total			3,995,000



City of Watertown

2023 Financing

January 9, 2023

Bradley D. Viegut, Managing Director

bviegut@rwbaird.com
777 East Wisconsin Avenue
Milwaukee, WI 53202
Phone 414.765.3827

City of Watertown

2023 FINANCING

January 9, 2023

Summary of Financing

Issue:	General Obligation Promissory Notes
Estimated Size:	\$3,995,000
Purpose:	2023 Capital Improvement Projects
Structure:	Matures Annually 6/1/2024 – 6/1/2031
First Interest:	June 1, 2023
Callable:	2031 callable 6/1/2030
Estimated Interest Rate:	3.49%
Detailed Analysis:	Page 2

Tentative Timeline

- Finance Committee considers Plan of Finance January 9, 2023
- Council considers Initial Borrowing Resolution January 17, 2023
 - Preparations are made for issuance
 - ✓ Official Statement
 - ✓ Bond Rating
 - ✓ Marketing
- Council considers Award Resolution (finalizes terms and interest rates).....February 21, 2023
- Closing (funds available)..... March 14, 2023

City of Watertown

2023 FINANCING

January 9, 2023

Detailed Analysis

		2023 CIP			Overall Taxpayer Impact				
		\$3,995,000			General Fund				
		G.O. PROMISSORY NOTES							
		<i>Dated March 14, 2023</i>							
		<i>(First interest 6/1/23)</i>							
YEAR	NET	PRINCIPAL	INTEREST	TOTAL	FUTURE	COMBINED	COMBINED	YEAR	
DUE	GENERAL	(6/1)	(6/1 & 12/1)	(b)	BORROWINGS	DEBT	DEBT	DUE	
	FUND		TIC=		(c) (d)	SERVICE	MILL RATE		
			3.49%				(e)		
	EXISTING								
	DEBT								
	SERVICE								
	(a)								
2023	\$4,745,942		\$138,477	\$0	\$0	\$4,745,942	\$2.54	2023	
2024	\$4,456,031	\$310,000	\$186,225	\$411,167	\$0	\$4,867,198	\$2.55	2024	
2025	\$4,095,850	\$180,000	\$173,975	\$353,975	\$514,562	\$4,964,387	\$2.55	2025	
2026	\$3,536,138	\$175,000	\$165,100	\$340,100	\$1,188,925	\$5,065,163	\$2.55	2026	
2027	\$3,070,531	\$255,000	\$154,350	\$409,350	\$1,687,925	\$5,167,806	\$2.55	2027	
2028	\$2,500,531	\$715,000	\$130,100	\$845,100	\$1,819,425	\$5,165,056	\$2.50	2028	
2029	\$1,572,231	\$750,000	\$93,475	\$843,475	\$2,753,463	\$5,169,169	\$2.46	2029	
2030	\$1,186,406	\$785,000	\$55,100	\$840,100	\$3,140,488	\$5,166,994	\$2.41	2030	
2031	\$1,113,061	\$825,000	\$17,738	\$842,738	\$3,210,931	\$5,166,730	\$2.36	2031	
2032	\$726,403				\$4,441,744	\$5,168,146	\$2.31	2032	
2033	\$338,531				\$4,827,525	\$5,166,056	\$2.27	2033	
2034	\$337,581				\$4,831,169	\$5,168,750	\$2.22	2034	
2035	\$341,481				\$4,828,344	\$5,169,825	\$2.18	2035	
2036	\$340,231				\$4,829,050	\$5,169,281	\$2.14	2036	
2037	\$338,881				\$4,828,213	\$5,167,094	\$2.10	2037	
2038	\$338,244				\$4,830,725	\$5,168,969	\$2.05	2038	
2039	\$338,125				\$4,831,513	\$5,169,638	\$2.01	2039	
2040	\$337,722				\$4,830,544	\$5,168,266	\$1.97	2040	
	<u>\$29,713,922</u>	<u>\$3,995,000</u>	<u>\$1,114,539</u>	<u>\$4,886,004</u>	<u>\$57,394,543</u>	<u>\$91,994,469</u>			

(a) The City will make principal payments of \$5,325,000 in 2023.

(b) Hypothetical bid premium on estimated debt service in the amount of \$223,535.

(c) Assumes future borrowings of **\$3,740,000 for CIP in 2024 and \$3,000,000 annually thereafter** amortized over 8 years at 3.00%. Future borrowings also include \$11,000,000 to fund 2024 fire station construction amortized over 20 years beginning in 2025 at an estimated interest rate of 4.25%.

(d) This information is provided for information purposes only. It does not recommend any future issuances and is not intended to be, and should not be regarded as, advice.

(e) Mill rate based on 2022 Equalized Valuation (TID-OUT) of \$1,868,971,600 with 2.00% growth thereafter.

Resolution No. _____

RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY \$3,995,000
GENERAL OBLIGATION PROMISSORY NOTES

WHEREAS the City of Watertown, Jefferson and Dodge Counties, Wisconsin (the "City") is presently in need of approximately \$3,995,000 for public purposes, including paying the cost of 2023 capital projects, including street and bridge improvement projects, airport projects and other public works projects, municipal building improvements, recreation projects, aquatic center projects, senior/community center projects, park improvements and acquisition of police and fire equipment and other municipal equipment; and

WHEREAS it is desirable to borrow said funds through the issuance of general obligation promissory notes pursuant to Chapter 67, Wisconsin Statutes.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Issuance of the Notes. The City shall issue its General Obligation Promissory Notes in an amount of \$3,995,000 (the "Notes") for the purposes above specified.

Section 2. Sale of the Notes. The Common Council hereby authorizes and directs the officers of the City to take all actions necessary to negotiate the sale of the Notes to Robert W. Baird & Co. Incorporated ("Baird"). At a subsequent meeting, the Common Council shall take further action to approve the details of the Notes and authorize the sale of the Notes.

Section 3. Official Statement. The City Clerk shall cause an Official Statement concerning this issue to be prepared by Baird. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Official Statement, such certification to constitute full authorization of such Official Statement under this resolution.

Adopted, approved and recorded February 7, 2023.

Emily McFarland
Mayor

ATTEST:

Megan Dunneisen
City Clerk

**RESOLUTION TO
AMEND 2023 PAYROLL RESOLUTION WITH
RECLASSIFICATION OF POLICE RECORDS CLERK/SPECIALIST
FROM GRADE F TO GRADE G ON THE CITY PAY PLAN**

SPONSOR: MAYOR MCFARLAND

WHEREAS, the City of Watertown Police Department recently had the retirement of the Records Clerk (Police) after 34 years of service,

WHEREAS, the Records Clerk (Police) job description was reviewed and updated after the retirement, as well as a comprehensive review of the position by Carlson Dettmann.

WHEREAS, Carlson Dettmann recommended moving the position from Grade F to Grade G on the City’s Payroll Resolution,

WHEREAS, the Police Department has internally posted the position, along with testing and interviewing the candidates,

WHEREAS, the successful candidate has been brought before the Finance Committee and the Finance Committee approves the hiring of the candidate at Grade G Step 4, conditioned on the Common Council approving this Resolution to amend the Grade Classification for Records Clerk (Police).

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF WATERTOWN, WISCONSIN:
That the 2023 Payroll Resolution be amended by moving Records Clerk (Police) from Grade F to Grade G effective immediately.

	YES	NO
DAVIS		
LAMPE		
RUETTEN		
BARTZ		
LICHT		
SMITH		
SCHMID		
WETZEL		
ROMLEIN		
MAYOR MCFARLAND		
TOTAL		

ADOPTED 02/07/2023

CITY CLERK

APPROVED 02/07/2023

MAYOR



Watertown Fire Department

106 Jones Street, Watertown, WI 53094 • 920-261-3610 • 920-261-7527 fax
www.watertownfiredept.com

2023 Contract for the Provision of EMS Coverage for the Township of Lebanon

1. The City of Watertown Fire Department will provide EMS coverage to the Township of Lebanon by providing one ambulance staffed with two personnel that will be dispatched from the Watertown Fire Department for EMS calls.
2. The City's Fire Department will bill separately for emergency medical transport and paramedic services rendered under this contract in the same manner as are billed to City of Watertown residents, and any other recovery cost as allowed by law.
3. Patients will be transported to the closest, most appropriate hospital.
4. Lebanon will cross credential emergency medical personnel with Watertown Fire Department.
5. In the event the Watertown Fire Department is committed to previously received requests for the service and is unable to respond, mutual aid agencies will be contracted and dispatched for the call and will not be considered a breach of contract.
 - a. The Township of Lebanon will pay the City of Watertown an annual fee of \$54,000 (Fifty-four thousand dollars) for EMS coverage for 2023.
6. This contract may be canceled at any time with sixty (60) days written notice to the other party.
7. The township shall make payments for the contract year referenced above as follows: fifty percent (50%) of the contracted price shall be paid on or before February 28th of the contract year and the remaining fifty percent (50%) of the contracted price shall be paid on or before August 31st of the contract year. Invoices requesting payment by the townships shall be provided by the City by February 1 and August 1 of the contract year.
8. To help with budget planning, any successor agreements should be negotiated by October 1, 2023.
9. This contract will begin on January 1, 2023.

Signed

Emily McFarland, Mayor

Date

Dr

11-16-22

Greg Frederick, Chairperson Date

City of Watertown

Town of Lebanon

Attest: Deborah Behl 11/16/22
Deborah Behl, Clerk

**RESOLUTION TO
APPROVE THE 2023 CONTRACT FOR EMS COVERAGE AND
TRANSPORT FOR THE LEBANON EMS SERVICE AREA**

**SPONSOR: MAYOR EMILY MCFARLAND
FROM: FINANCE COMMITTEE**

WHEREAS, the Watertown Fire Department provides contracted EMS coverage to the Township of Lebanon; and,

WHEREAS, the EMS coverage agreement for the township is attached and has been deemed appropriate; 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 go into agreement with the Township of Lebanon to allow the Watertown Fire Department to provide EMS coverage to the Township starting January 1, 2023, in the amount of \$54,000 a year for a period of one year.

	YES	NO
DAVIS		
LAMPE		
RUETTEN		
BARTZ		
LICHT		
SMITH		
SCHMID		
WETZEL		
ROMLEIN		
MAYOR MCFARLAND		
TOTAL		

ADOPTED February 7, 2023

CITY CLERK

APPROVED February 7, 2023

MAYOR

**RESOLUTION TO
APPROVE THE 2023 CONTRACT FOR FIRE AND EMS COVERAGE
FOR PORTIONS OF THE TOWNSHIPS OF EMMET, SHIELDS,
MILFORD, AND WATERTOWN**

**SPONSOR: MAYOR EMILY MCFARLAND
FROM: FINANCE COMMITTEE**

WHEREAS, the Watertown Fire Department provides contracted fire and EMS coverage to portions of the Townships of Emmet, Milford, Shields, and Watertown; and,

WHEREAS, the fire and EMS coverage agreement for the four townships is attached and have been deemed appropriate; 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 go into agreement with the Townships of Emmet, Milford, Shields, and Watertown to allow the Watertown Fire Department to provide fire and EMS coverage to portions of the four Townships starting January 1, 2023, in the amount of \$229,537.02 a year for a period of two years.

	YES	NO
DAVIS		
LAMPE		
RUETTEN		
BARTZ		
LICHT		
SMITH		
SCHMID		
WETZEL		
ROMLEIN		
MAYOR MCFARLAND		
TOTAL		

ADOPTED February 7, 2023

CITY CLERK

APPROVED February 7, 2023

MAYOR

**FIRST AMENDMENT TO
2021 FIRE PROTECTION & EMS AGREEMENT**

This First Amendment the 2021 Fire Protection & EMS Agreement (the "Amendment") is entered into by and between the City of Watertown, a Wisconsin Municipal Corporation, situated in the counties of Dodge and Jefferson, Wisconsin, hereinafter called the "City", and the Watertown Rural Fire Department representing the Town of Emmet, Town of Milford, Town of Shields, and Town of Watertown, hereinafter referred to as the "Townships" and is effective as of January 1, 2023.

RECITALS

WHEREAS, the Parties entered into the 2021 Fire Protection & EMS Agreement Understanding for provision of Fire Protection and EMS services for January 1, 2021 through December 31, 2022 (the "Agreement"); and

WHEREAS, the parties wish to amend the agreement to include the calendar year of 2023.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The Term of the 2021 Fire Protection & EMS Agreement will be extended for 1 year with the new expiration date of the Agreement being December 31, 2023. All other terms of the Agreement will remain in effect.
2. This Amendment may be executed in one or more counterparts, including facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") and other electronic signatures (including, without limitation, DocuSign and AdobeSign), each of which shall be deemed to be an original and together which shall constitute one and the same document.
3. This Amendment and the rights and obligations of the Parties hereunder shall be construed in accordance with and governed by the laws of the State of Wisconsin. The Parties hereto hereby consent to the jurisdiction of the courts of the State of Wisconsin for any actions brought hereon.

IN WITNESS WHEREOF, the parties have set their hands and seal as of the dates designated below.

JT, 11-29-2022

CITY OF WATERTOWN

Emily McFarland, Mayor

Date

Megan Dunneisen, City Clerk

Date

TOWNSHIPS

Town of Emmet

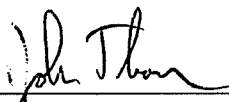
Date

Town of Shields

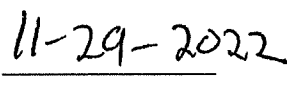
Date

Town of Milford

Date



Town of Watertown



Date

FIRST AMENDMENT TO
2021 FIRE PROTECTION & EMS AGREEMENT

This First Amendment the 2021 Fire Protection & EMS Agreement (the "Amendment") is entered into by and between the City of Watertown, a Wisconsin Municipal Corporation, situated in the counties of Dodge and Jefferson, Wisconsin, hereinafter called the "City", and the Watertown Rural Fire Department representing the Town of Emmet, Town of Milford, Town of Shields, and Town of Watertown, hereinafter referred to as the "Townships" and is effective as of January 1, 2023.

RECITALS

WHEREAS, the Parties entered into the 2021 Fire Protection & EMS Agreement Understanding for provision of Fire Protection and EMS services for January 1, 2021 through December 31, 2022 (the "Agreement"); and

WHEREAS, the parties wish to amend the agreement to include the calendar year of 2023.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The Term of the 2021 Fire Protection & EMS Agreement will be extended for 1 year with the new expiration date of the Agreement being December 31, 2023. All other terms of the Agreement will remain in effect.
2. This Amendment may be executed in one or more counterparts, including facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") and other electronic signatures (including, without limitation, DocuSign and AdobeSign), each of which shall be deemed to be an original and together which shall constitute one and the same document.
3. This Amendment and the rights and obligations of the Parties hereunder shall be construed in accordance with and governed by the laws of the State of Wisconsin. The Parties hereto hereby consent to the jurisdiction of the courts of the State of Wisconsin for any actions brought hereon.

IN WITNESS WHEREOF, the parties have set their hands and seal as of the dates designated below.

CITY OF WATERTOWN

Emily McFarland, Mayor

Date

Megan Dunneisen, City Clerk

Date

TOWNSHIPS

William Hass

Town of Emmet

12-9-22

Date

Town of Shields

Date

Town of Milford

Date

Town of Watertown

Date

**FIRST AMENDMENT TO
2021 FIRE PROTECTION & EMS AGREEMENT**

This First Amendment the 2021 Fire Protection & EMS Agreement (the “Amendment”) is entered into by and between the City of Watertown, a Wisconsin Municipal Corporation, situated in the counties of Dodge and Jefferson, Wisconsin, hereinafter called the "City", and the Watertown Rural Fire Department representing the Town of Emmet, Town of Milford, Town of Shields, and Town of Watertown, hereinafter referred to as the "Townships" and is effective as of January 1, 2023.

RECITALS

WHEREAS, the Parties entered into the 2021 Fire Protection & EMS Agreement Understanding for provision of Fire Protection and EMS services for January 1, 2021 through December 31, 2022 (the “Agreement”); and

WHEREAS, the parties wish to amend the agreement to include the calendar year of 2023.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The Term of the 2021 Fire Protection & EMS Agreement will be extended for 1 year with the new expiration date of the Agreement being December 31, 2023. All other terms of the Agreement will remain in effect.
2. This Amendment may be executed in one or more counterparts, including facsimile or other electronic format (including, without limitation, “pdf”, “tif” or “jpg”) and other electronic signatures (including, without limitation, DocuSign and AdobeSign), each of which shall be deemed to be an original and together which shall constitute one and the same document.
3. This Amendment and the rights and obligations of the Parties hereunder shall be construed in accordance with and governed by the laws of the State of Wisconsin. The Parties hereto hereby consent to the jurisdiction of the courts of the State of Wisconsin for any actions brought hereon.

IN WITNESS WHEREOF, the parties have set their hands and seal as of the dates designated below.

CITY OF WATERTOWN

Emily McFarland, Mayor

Date

Megan Dunneisen, City Clerk

Date

TOWNSHIPS

Town of Emmet

Date

Neale R. Jones
Town of Shields

12/12/23
Date

Town of Milford

Date

Town of Watertown

Date

2021 FIRE PROTECTION & EMS AGREEMENT

This is a two-year agreement commencing the 1st day of January, 2021 between the City of Watertown, a Wisconsin Municipal Corporation, situated in the counties of Dodge and Jefferson, Wisconsin, hereinafter called the "City", and the Watertown Rural Fire Department representing the Town of Emmet, Town of Milford, Town of Shields, and Town of Watertown, hereinafter referred to as the "Townships".

WITNESSETH:

1. That for and in consideration of the City providing fire protection and EMS services to the Townships through its fire department during the year 2021 the Townships hereby agree to pay the City the following amounts:

A) The townships will pay \$229,537.02 each year based on applying the same mill rate paid by residents and businesses of the City of Watertown on the total assessed value of the area described below in Section 8 for all types of responses including all fires, all EMS, all vehicle accidents, and all hazardous materials incident requests for incidents occurring in the areas described below in Section 8. This payment shall be in lieu of any payment for paramedic training and in lieu of contributions to specific capital equipment expenditures. A breakdown of the individual township's costs is listed in 1-D of this contract.

B) The Watertown Water Department, per Wisconsin Administrative Code PSC 185.15 and Municipal Utilities 17.02 (42), must bill for all water used for extinguishing fires outside the utility's service area. Therefore, any township or village under contract with the Watertown Fire Department will be billed by the Watertown Water Department, for hydrant service charge(s) and the amount of water used to extinguish fires, each time the Watertown Fire Department responds to the township or village for a fire call. The bill is payable to the Watertown Water Department upon receipt. A late payment charge of 1 percent per month will be added to bills not paid within 45 days of issuance.

C) The payments referred to in paragraph 1 shall be made by the Townships on or before the deadlines set in paragraph 12.

D)	Shields-	\$44,067.39
	Emmet-	\$60,304.31
	Milford-	\$29,079.13
	Watertown-	\$96,086.19

2. It is expressly agreed that in the event several calls are received by the City's Fire Department, that the initial response shall be to fires occurring within the City limits of the City and then they shall respond to fires in the Townships. If calls are received from more than one Town, the City agrees that it shall respond to the first call received. If the City's Fire Department is unable to immediately respond to the second fire, the City will notify a mutual aid municipality to respond and provide needed coverage in the second Township.
3. In the event there are two fires in the Townships at the same time, the City agrees that it will do its best to aid both fires and will provide all equipment then available to fight both fires while maintaining adequate resources for City emergencies.

4. The Townships agree that they will use their best effort to keep its roads passable and to provide an adequate supply of water in an amount determined necessary in the opinion of the officer in charge of said fire.
5. It is expressly agreed that the personnel of the City's Fire Department shall be in full charge of fighting any fire to which it responds in the Townships.
6. This agreement may be terminated by the written notice of either party given at least ninety days prior to the expiration of the term, and may be further terminated at anytime upon ninety days written notice given by the City to the Townships in the event the Townships are delinquent in its payments as called for by this contract or are in default under any of the enforcement provisions of Paragraph 9 of this Agreement.
7. This agreement is subject to the City approving the size of the fire district within the Townships which shall be serviced by the City's Fire Department. The district shall include:
 - A TOWN OF MILFORD: Sections 4, 5,8,9,16,17, (east of the river), 22, 23, 24, 6-East of Crawfish River, 7 -East of Crawfish River, 18-East of Crawfish River, 25-Northern portion, 26-Northern portion, and 27-Northern portion.
 - B. TOWN OF SHIELDS: Sections 1,2*,3*, 10*, 11, 12, 13, 14, 15, 16*,20*,21,22,23, 24,25,26,27,28,29,30*,31 *,32,33,34,35, and 36. * = east of Beaver Dam River only.
 - C. TOWN OF EMMET: Sections 3, 4,5,6,7,8,9, 10, 15, 16, 17, 18,19,20,21,22,27,28, 29,30, 31, W6246, W6050, W6082 (Apple Road), W6298, W6045, W6048 (Oak Road), but does not included N1332, N1370, N1418, N1476, N1530, N1254, N1465, N1477 (Hwy. E).
 - D. TOWN OF WATERTOWN: Sections Range 14-1,2,3, 10, 11, 12, 13, 14, 15. Range 152,6,7,11,14,15,16,17, 18, 19,20,21, 22 and the entire intersection of HWY 26 & Ebenezer Road
8. The townships will be responsible for the costs of operating their two tender units including items such as fuel, firefighting equipment, maintenance labor costs, insurance coverage, and excluding the salary benefit package of city fire department employees who operate the units. These charges would be billed monthly for the costs incurred for previous month.
9. Each of the Townships shall allow and does hereby designate the City Fire Chief, or his/her designees, full authority to enforce the Wisconsin Fire Protection Code, as codified in DSPS 314 of the Wisconsin Administrative Code, adopting by reference the National Fire Protection Association (NFPA) 1, within the boundaries of the Township Fire District, outlined in Paragraph 7 above. To that end, each Township, which is a party to this Agreement, shall adopt by ordinance by their respective Town Boards the proposed Town Fire Protection Code within sixty (60) days of the execution of this Agreement. A certified copy of that adopted ordinance shall be forwarded to the Clerk-Treasurer of the City, immediately after its passage and publication by the Town Board. The proposed Town Fire Protection Code shall be enacted by the Town Board in the same format and without variation from that document as rendered, unless any such changes are specifically granted in writing by the City. The proposed Fire Protection Code shall remain in full force

and effect and shall be enforced throughout the term of this Agreement, as well as any such subsequent Agreement negotiated between the parties. Each of the Townships shall cooperate with the Fire Marshal and otherwise act in good faith with the implementation and enforcement of the Town Fire Protection Code.

- 10. The City's Fire Department will bill separately for emergency medical transport and paramedic services rendered under this contract in the same manner as are billed to City of Watertown residents, and any other recovery costs as allowed by law.
- 11. The townships agree to pay the fire department the percentage of their 2% Dues from the State for conducting fire inspections in the townships. It shall be based upon a percentage of the area of the township covered. Payment is to be received in August of the contract year.
- 12. The townships shall make payments for the contract year referenced above as follows: fifty percent (50%) of the contract price shall be paid on or before February 28th of the contract year and the remaining fifty percent (50%) of the contract price shall be paid on or before August 31st of the contract year. Invoices requesting payment by the townships shall be provided by the City by February 1 and August 1 of the contract year.
- 13. Contracts shall be signed and returned to the Watertown Fire Department by November 30, 2020.

IN WITNESS WHEREOF, the parties have set their hands and seals this _____ day of _____, 2020.

CITY OF WATERTOWN

_____Emily McFarland, Mayor

_____Elissa Friedl, City Clerk

TOWNSHIPS

_____Town of Emmet

_____Town of Shields

_____Town of Milford

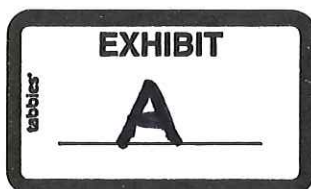
_____Town of Watertown

Achievement Recognition Award

The purpose of the Achievement Recognition Award Program is to further support the performance of the employees of the City of Watertown. Growth and development of our employees, teams, and the City is essential to the success of the community through the use of the comprehensive pay structure, performance evaluation process, and the identification of personal achievements. Further details of the award program are listed below.

1. **Program Name:** Achievement Recognition Award (ARA)
2. **Phraseology:** This is an "award," or something is being "awarded."
3. **Eligibility Definition:** Regular Employees as defined in the employee handbook averaging more than 20 hours per week who are subject to the directions of the Common Council and are not on a performance improvement plan. Employee must receive performance evaluation rating of Exceptional or Exceeds Expectation.¹
4. **Department heads** for the purposes of the program are defined as: Police Chief, Fire Chief, Public Health Officer/Director, Recreation and Parks Director, Media and Communications Director, Finance Director, Public Works Director/City Engineer and City Attorney.
5. **Nomination:** Supervisor must fill out nomination form for eligible employee. Nomination must be approved by Department Head.
6. **Nomination Period:** January
7. **Selection Period:** February
8. **Selection Process and Selection Committee:** Need to determine (see options below).
9. **Payout of Award:** Q1
 - a. Award will be budgeted as a lump sum and added to the HR budget.
 - b. Award Payout: Equal lump sum for all selected. Suggested \$500 (after tax). Vacation day for those nominated and not selected (depending on department #s).

All eligible regular employees who score Exceptional or Exceeds Expectations would be eligible for this award. The pool shall accommodate a \$500 award (after taxes) based on the allocation of dollars. HR lets Supervisors know which employees are eligible and asks the Supervisor to fill out a nomination form for those employees. Forms are deidentified and shared with the department head or in the case of pooled departments, the Selection Committee, for determination of the award. The Selection Committee is the department heads from the pooled departments. Department heads from not pooled departments can determine if they would like a selection committee specific to their department for this process. Nomination forms are then reviewed and those selected for award receive a monetary benefit, those not selected may receive an extra day of vacation, or no award at all. The number of financial awards and extra day of vacation awards shall be the same.



¹ The City is aware that the union represented employees would have to agree to amend the contract. For planning purposes we're including them, but acknowledge a different timeline may need to be followed.

Awards are based proportionately by department and number of employees that are eligible for the program. Small departments (Admin., Finance, Media, Attorney and Municipal) are pooled together. See the chart below.

Department	Monetary Awards Available	Vacation Day Awards Available
Police Department	6	6
Fire Department	3	3
Public Works Department	6	6
Pooled Small Departments: Administration, Finance, Media, City Attorney, Municipal Judge	1	1
Health Department	1	1
Parks, Recreation and Forestry	1	1
Department/Division Heads	1	1
Discretionary Mayoral Designation	1	1

If a department or group does not have enough candidates to qualify for all the spots they have available, the spot can be allocated to another department who has more candidates than spots available upon approval by the Mayor.

Department/division heads will be considered as a separate "department," for the purposes of ARA. The Selection Committee for the Department/Division Head awards will be the Finance Committee.

A report summarizing this program is due to the Finance Committee. This plan shall be reviewed annually in advance of the budget preparation.

**RESOLUTION TO
AMEND THE EMPLOYEE HANDBOOK OF POLICIES AND
PROCEDURES FOR THE ACHIEVEMENT RECOGNITION AWARD
PROGRAM**

**SPONSOR: MAYOR EMILY MCFARLAND
FROM: FINANCE COMMITTEE**

WHEREAS, the City adopted the current City of Watertown Employee Handbook of Policies and Procedures on July 6, 2012 with the most recent amendment occurring on December 6, 2022; and,

WHEREAS, the City staff in order to create efficiencies in processes used, amend the handbook to reflect the following; and,

WHEREAS, the purpose of the Achievement Recognition Award Program is to further support the performance of the employees of the City of Watertown; and,

WHEREAS, the growth and development of our employees, teams, and the City is essential to the success of the community through the use of the comprehensive pay structure, performance evaluation process, and the identification of personal achievements; and,

WHEREAS, the adopted 2023 Budget has the funds to support the Achievement Recognition Award Program; and,

WHEREAS, the Finance Committee has reviewed the proposed policy change and has recommended adoption of such as shown on the attached Exhibit A; and,

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

That Article V Section U Achievement Recognition Reward of the City of Watertown Employee Handbook of Policies and Procedures is hereby created to read as provided in the attached document.

Be it further resolved that the proper City Officials be and are hereby authorized to inform employees of such changes.

	YES	NO
DAVIS		
LAMPE		
RUETTEN		
BARTZ		
LICHT		
SMITH		
SCHMID		
WETZEL		
ROMLEIN		
MAYOR MCFARLAND		
TOTAL		

ADOPTED February 7, 2023_____
CITY CLERKAPPROVED February 7, 2023_____
MAYOR