



FINANCE COMMITTEE MEETING AGENDA

MONDAY, AUGUST 26, 2024 AT 5:30 PM

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

Virtual Meeting Info: <https://us06web.zoom.us/join> Meeting ID: 282 485 6600 Passcode: 53098 One tap mobile +16469313860

All public participants' phones will be muted during the meeting except during the public comment period.

1. CALL TO ORDER

2. REVIEW AND APPROVE MINUTES

- [A.](#) Finance Committee minutes from August 12, 2024

3. BUSINESS

- [A.](#) Review and take action: EMS Billing Write Offs
- [B.](#) Review and take possible action: Approve State Municipal Financial Agreement (SMFA) with Wisconsin Department of Transportation (WisDOT) for Labaree Street Reconstruction
- [C.](#) Review and take possible action: Approve General Municipal Engineering Services Agreement with Graef-USA, Inc.
- [D.](#) Review and take action: 2 step adjustment for wastewater employee
- [E.](#) Review and take action: Pay grade adjustment for Police Dispatch positions
- [F.](#) Review and take possible action: 2025 group health plan
- [G.](#) Review and take possible action: Ordinance to Amend Section 136-11 Responsibilities of Attorney
- [H.](#) Review and take action: Process/Permission to accept grants for inclusive recreational area
- [I.](#) Review and take action: approve budget modification for Fund 15 [Public Health Emergency Preparedness]
- [J.](#) Review and discuss: General Fund Income Statement through July 2024
- K. Convene into closed session per §19.85(1)(c) to consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility (Watertown Professional Firefighters IAFF Local 877)
- L. Reconvene into open session
- M. Convene into closed session per Wis. Stat. Sec. 19.85(1)(g) to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved (Claim of J.B.)
- N. Reconvene into open session

4. ADJOURNMENT

Persons requiring other reasonable accommodations for any of the above meetings, may contact the office of the City Clerk at mdunneisen@watertownwi.gov, phone 920-262-4006

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



FINANCE COMMITTEE MEETING MINUTES

MONDAY, AUGUST 12, 2024, AT 5:30 PM

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

Finance Committee members present: Mayor McFarland, Alderpersons Bartz, Davis, Lampe, and Moldenhauer

Others present: Finance Director Stevens, Attorney Chesebro, Public Works Director Beyer, Lisa Schwartz, Maureen McBroom, Media & Communications Director Famularo (video), Fire Chief Reynen (video), Street Operations Manager Winkelman (video), fire and police union members

1. Call to order. Mayor McFarland called the meeting to order at 5:31 p.m.
2. Ald. Davis, seconded by Ald. Bartz, approved the **minutes from the July 22 Finance Committee meeting**. Unanimously approved.
3. Ms. Famularo requested to have the **pay grade of the Media Productions Manager** reviewed by our HR consultant. A motion was made by Ald. Lampe, supported, by Ald. Bartz, to approve. Unanimously approved.
4. Mr. Beyer requested approval to submit **payroll resolution adjustments** to a) increase Wastewater lab manager from Grade J to M, and b) to add civil staff engineer position as Grade M. Ald. Davis moved, seconded by Ald. Lampe, to approve. Unanimously approved.
5. Mr. Stevens provided a memo summarizing the pay modifications in the fire and police departments due to **compression issues** as of the July 1 union pay increases.
6. Mr. Stevens presented an update on the **health plan search** results. Our agent is still anticipating additional responses later in the week. At this point, a Dean HMO plan offer has been received that has a similar plan design to the WI ETF plan.
7. Parks Director Butteris requested permission to apply and accept a grant of \$12,800 from the WI **DNR Urban Forestry Catastrophic Storm** fund. Motion was provided by Ald. Davis, second by Ald. Moldenhauer, and unanimously approved.
8. Parks Director Butteris requested permission to apply for the annual **Urban Forestry** grant, a 50/50 match for a total project cost of \$50,000. This is for the 2025 budget year. Ald. Bartz made the motion, supported by Ald. Lampe. Unanimously approved.
9. Parks Director Butteris requested acceptance of a \$365 **grant from the Wisconsin Park & Recreation Association Foundation** to attend a financial sustainability program. Ald. Lampe motioned, Ald. Davis seconded, to approve the acceptance of this grant. Unanimously approved.
10. Ms. McBroom reviewed the **grant submittal results** from recent years. Twelve grants totaling in excess of \$5.4 million have been awarded the City since 2022 for streets, transportation alternatives, and storm water planning, allowing greater progress in all of these arenas.
11. Mr. Stevens provided an update on the **estimate for next year's expenditure restraint**. The Net New Construction estimates were released by Wisconsin DOR as well as another month's CPI-U. At this point, our maximum increase in 2025 expenditures is \$696,756.

12. Ald. Moldenhauer moved, supported by Ald. Bartz, to convene into **closed session** per Wis Stat. Sec. 19.85(1)(e) to deliberate or negotiate the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session (**City-Library MOU**). Approved unanimously by roll call vote.
13. The committee reconvened into open session.
14. **Finance Committee adjournment.** Ald. Moldenhauer moved, seconded by Ald. Lampe, to adjourn the Finance Committee at 7:07 p.m., and carried by unanimous voice vote.

Respectfully submitted,

Mark Stevens, Finance Director

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

Request for Write-Off

08.26.24

Section 3, Item A.

Call Number	DOS	Balance	Write Off Reason
1700652	3/30/2017	\$704.96	Deceased - No Estate
1701305	7/3/2017	\$906.62	Deceased - No Estate
1701404	7/16/2017	\$660.56	Deceased - No Estate
1701466	7/24/2017	\$1,536.62	Deceased - No Estate
1800055	1/6/2018	\$642.60	Deceased - No Estate
1801148	6/13/2018	\$642.60	Deceased - No Estate
1801841	9/13/2018	\$1,583.78	Deceased - No Estate
1802080	10/15/2018	\$628.60	Deceased - No Estate
1802100	10/18/2018	\$613.20	Deceased - No Estate
013-19-0320	2/10/2019	\$632.76	Deceased - No Estate
013-19-0438	2/26/2019	\$650.96	Deceased - No Estate
013-20-1467	7/29/2020	\$275.00	Deceased - No Estate
013-20-1803	9/15/2020	\$621.30	Deceased - No Estate
013-20-1851	9/21/2020	\$608.30	Deceased - No Estate
013-20-2546	12/24/2020	\$79.27	Deceased - No Estate
013-21-1636	8/12/2021	\$750.40	Deceased - No Estate
013-21-1774	8/29/2021	\$93.52	Deceased - No Estate
013-21-1900	9/13/2021	\$80.66	Deceased - No Estate
013-23-1595	7/19/2023	\$1,445.20	Deceased - No Estate
013-23-1612	7/21/2023	\$900.00	Deceased - No Estate
013-23-2480	11/2/2023	\$110.06	Deceased - No Estate
1700899	5/6/2017	\$613.60	Unable to Locate - No SSN available
1800178	1/22/2018	\$941.55	Unable to Locate - No SSN available
1800583.2	3/22/2018	\$772.60	Unable to Locate - No SSN available
1801508	7/30/2018	\$629.07	Unable to Locate - No SSN available
1801782	9/4/2018	\$1,068.69	Unable to Locate - No SSN available
1500322	2/14/2015	\$671.95	Department of Revenue Determined Uncollectible
1601121	6/21/2016	\$903.41	Department of Revenue Determined Uncollectible
1601830	10/1/2016	\$694.40	Department of Revenue Determined Uncollectible
1700356	2/19/2017	\$794.17	Department of Revenue Determined Uncollectible
1700962	5/17/2017	\$800.33	Department of Revenue Determined Uncollectible
1701283	7/2/2017	\$773.22	Department of Revenue Determined Uncollectible

Request for Write-Off

08.26.24

Section 3, Item A.

1702103	10/15/2017	\$784.35	Department of Revenue Determined Uncollectible
1702208	10/30/2017	\$641.95	Department of Revenue Determined Uncollectible
1702387	11/26/2017	\$649.60	Department of Revenue Determined Uncollectible
1800917	5/10/2018	\$648.81	Department of Revenue Determined Uncollectible
1801054	5/30/2018	\$657.10	Department of Revenue Determined Uncollectible
1801081	6/14/2018	\$780.12	Department of Revenue Determined Uncollectible
1801558.1	8/6/2018	\$962.10	Department of Revenue Determined Uncollectible
013-19-1699	8/16/2019	\$648.56	Department of Revenue Determined Uncollectible
013-20-1318	7/10/2020	\$885.79	Department of Revenue Determined Uncollectible
013-20-1442	7/26/2020	\$289.81	Department of Revenue Determined Uncollectible
013-20-1462	7/29/2020	\$737.03	Department of Revenue Determined Uncollectible
013-20-1521	8/6/2020	\$275.00	Department of Revenue Determined Uncollectible
013-20-1593	8/17/2020	\$794.93	Department of Revenue Determined Uncollectible
013-20-1711	9/2/2020	\$719.24	Department of Revenue Determined Uncollectible
013-20-2181	11/20/2020	\$137.50	Department of Revenue Determined Uncollectible
Amount for Write Offs		\$32,441.85	

MEMO

TO: Finance Committee

FROM: Andrea Peters

DATE: August 26, 2024

RE: Ambulance Billing Write Offs

Attached to this memo is a list of accounts that I am asking for approval to be written off. On all the accounts listed, I have exhausted all collections efforts. This list explains the reason each account is no longer collectable.

Writing off uncollectible debts is a normal business practice and is a requirement by the auditors.

MEMO

Engineering Division of the Public Works Department

To: Mayor McFarland and Committee Members

From: Andrew Beyer, P.E.

Date: August 20, 2024

Subject: Finance Committee Agenda Narrative for August 26, 2024

Background

Agenda Item:

Review and take possible action: Authorize the Mayor to sign the WisDOT Surface Transportation Program (STP) – Urban Grant for Labaree Street State Municipal Financial Agreement (SMFA)

BACKGROUND

At the August 12, 2024, Finance Committee meeting, Engineering Division presented a summary of successful grant project submittals that resulted in partial project funding. One of the successful grant projects was:

<u>Awarded Grant</u>	<u>Project</u>	<u>Grant Period</u>	<u>Award</u>
STP-Urban	Labaree Street Reconstruction between Boughton and Anne Streets	2025-2029	\$923,776

To continue to move this project forward requires the City enter into a State Municipal Financial Agreement (SMFA) with the Wisconsin Department of Transportation (WisDOT). Attached is a site map, a copy of the SMFA, and a draft resolution for your review.

Attachments:

- Site Map
- Labaree Street SMFA
- Draft resolution



MEMO

Budget Goal

2024 Operation Goal #1.

Financial Impact

The Public Works Department will request funds in annual budgets for design and the City's share of construction as required.

Recommendation

Engineering Division offers the option to approve authorizing Mayor McFarland to sign the WisDOT STP-Urban Grant for Labaree Street between Boughton and Anne Streets State Municipal Financial Agreement (SMFA).

2024 Operational Goals

1. Proactively maintains and improves our parks and infrastructure in an effort to ensure quality, safety and compliance
2. Supports employee retention and growth, and also works to address critical staffing areas
3. Invests in the assessment, strategic planning and maintenance of our city buildings
4. Promotes and fosters innovative approaches for community development and growth
5. Maintains a safe and healthy community, and expands community education on safety and health



Parcel Updated


Parcels



City of Watertown Geographic Information System

Scale: 1 inch = 220 feet Printed on: August 20, 2014
SCALE BAR = 1" Author: Private User

DISCLAIMER: This map is not a substitute for an actual field survey or onsite investigation. The accuracy of this map is limited to the quality of the records from which it was assembled. Other inherent inaccuracies occur during the compilation process. City of Watertown makes no warranty whatsoever concerning this information.

 <p>STATE/MUNICIPAL AGREEMENT FOR A STATE- LET STP-URBAN PROJECT</p> <p>Program Name: STP-Urban Population Group: 20,000 - 50,000 Sub-program #: 206 Cycle: 2024-2029</p>	<p>Date: August 7, 2024 I.D.: 3997-00-15/16/17 Road Name: Labaree Street Limits: Boughton Street to Anne Street County: Dodge Roadway Length: 0.3 miles Functional Classification: Urban Collector Project Sponsor: City of Watertown</p>
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The signatory, **City of Watertown**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: **The existing roadway is a 2-lane urban collector with an urban cross section. The roadway is 30 feet wide constructed of asphalt pavement and concrete curb & gutter. The roadway was last improved in 1998 with a current pavement rating of 3. There are sidewalks on both sides of the roadway and on-street bicycle accommodations.**

Proposed Improvement - Nature of work: **A reconstruction project is proposed from Boughton Street to Anne Street. The project is 0.30 miles in length constructed of concrete pavement and concrete curb and gutter. Sidewalk will be constructed on both sides of the roadway. On street bicycle accommodations are planned. Real estate acquisition is anticipated.**

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal requirements: **Sanitary sewer and water main.**

The Municipality agrees to the following 2024-2029 STP-Urban project funding conditions:

Project ID 3997-00-15 design costs are funded 100% by the Municipality including state review.

Project ID 3997-00-16 construction costs are funded with up to 80% federal funding up to a funding limit of \$923,776. The Municipality agrees to provide the remaining 20% and any funds in excess of the \$923,776 federal funding limit. Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

Project ID 3997-00-17 construction costs for sanitary sewer and water main are funded 100% by the Municipality including state review.

This project is currently scheduled in State Fiscal Year **2028**. Sunset date: **June 30, 2033**.

Sunset Date is determined based on the date a project is scheduled to be authorized. Sunset date is calculated as six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled. Extensions may be available upon approval of a written request by or on behalf of the Municipality to State per WisDOT Change Management policy. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary of Costs Table below are estimates. The final Municipal share is dependent on the final federal participation, and actual costs will be used in the final division of cost for billing and reimbursement. In no event shall federal funding exceed the estimate of \$923,776 in the Summary of Costs Table, unless such increase is approved in writing by the State through the State's Change Management Policy prior to the Municipality incurring the increased costs.

SUMMARY OF COSTS					
PHASE	Total Est. Cost	Federal Funds	%	Municipal Funds	%
ID 3997-00-15					
Design	\$0	\$0	0%	\$0	100%
State Review	\$22,750	\$0	0%	\$22,750	100%
<i>Project totals</i>	\$22,750	\$0		\$22,750	
ID 3997-00-16*					
Participating Construction	\$1,016,120	\$812,896	80%	\$203,224	20% + BAL
Construction Engineering	\$120,000	\$96,000	80%	\$24,000	20% + BAL
State Review	\$18,600	\$14,880	80%	\$3,720	20% + BAL
<i>Project totals</i>	\$1,154,720	\$923,776		\$230,944	
ID 3997-00-17 (Sanitary & Water)					
Non-Participating Construction	\$518,005	\$0	0%	\$518,005	100%
State Review	\$5,180	\$0	0%	\$5,180	100%
<i>Project totals</i>	\$523,185	\$0		\$523,185	
Total Est. Cost Distribution	\$1,700,655	\$923,776	N/A	\$776,879	N/A

*Construction ID# 3997-00-16 federal funding is limited to \$923,776.

This request is subject to the terms and conditions that follow and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signatures certify the content has not been altered by the municipality. Signed for and in behalf of: City of Watertown		
Name	Title	Date
Signed for and in behalf of the State:		
Name	Title	Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that “no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113.
 - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - e. Competitive bidding and confidentiality requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06. This includes the sharing of financial data prior to the conclusion of the competitive bid period.

- f. All applicable Disadvantaged Business Enterprise (DBE) requirements that the State specifies.
- g. Federal statutes that govern the Surface Transportation Program (STP), including but not limited to 23 U.S.C. 133.
- h. General requirements for administrating federal and state aids set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

- 4. Funding of each project phase is subject to inclusion in Wisconsin’s approved 2024-2029 STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. State review services for construction ID 3997-00-16.
- 5. The work will be administered by the State and may include items not eligible for federal participation.
- 6. As the work progresses, the State will bill the Municipality for work completed that is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs subject to funding limits in the Summary of Costs Table. If reviews or audits show any of the work to be ineligible for federal/state funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

- 7. Work necessary to complete the 2024-2029 STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
 - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.

- e. Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
 - h. Real estate for the improvement.
 - i. Preliminary engineering and design.
 - j. State review services for design ID 3997-00-15 and construction ID 3997-00-17.
 - k. Other 100% Municipality funded items: None
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
9. Work to be performed by the Municipality without federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. 51.01 (5), sexual orientation as defined in Wis. Stat. 111.32 (13m), or national origin.
12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed federal/state financing commitments or are ineligible for federal/state financing. To guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
13. In accordance with the State's sunset policy for STP-Urban projects, the subject 2024-2029 STP-Urban improvement must be constructed and in final acceptance within six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled. Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred on behalf of the project.
15. The Municipality will at its own cost and expense:
- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance in a manner consistent with reasonable industry standards, and will make ample provision for such maintenance each year.

- b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
- c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
- d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
- e. Provide complete plans, specifications, and estimates to State upon request.
- f. Provide relocation orders and real estate plats to State upon request.
- g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
- h. Provide maintenance and energy for lighting.
- i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

16. It is further agreed by the Municipality that:

- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse State if State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such *Manual of Uniform Traffic Control Devices* as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by federal or state highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.
- f. The Municipality is responsible for any damage caused by legally hauled loads, including permitted oversize and overweight loads. The contractor is responsible for any damage caused to haul roads if the contractor does not obey size and weight laws, use properly equipped and maintained

vehicles, and does not prevent spilling of materials onto the haul road (WisDOT *Standard Specifications* 618.1, 108.7, 107.8). The local maintaining authority can impose special or seasonal weight limitations as defined in Wis. Stat. 349.16, but this should not be used for the sole purpose of preventing hauling on the road.

The bid item 618.0100 Maintenance and Repair of Haul Roads (project) is ineligible for federal funding on local program projects as per the State/Municipal Agreement. The repair of damages as a result of hauling materials for the project is the responsibility of the Municipality as specified in the State/Municipal Agreement Terms and Conditions under "Municipal Responsibilities and Requirements."

LEGAL RELATIONSHIPS:

17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
19. Contract modification: This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of either this State/Municipal Agreement or any of its attachments may be changed, waived or terminated orally.
20. Binding effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party enforcement rights.
21. Choice of law and forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

22. Non-appropriation of funds: With respect to any payment required to be made by the State under this State/Municipal Agreement, the parties acknowledge the State's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Municipality or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
23. Maintenance of records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Municipality, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the State. The State reserves the right to audit and inspect such records and accounts at any time. The Municipality shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

24. The Municipality agrees to the following 2024-2029 STP-Urban project funding conditions:
- a. ID 3997-00-15: Design is funded 100% by the Municipality. This phase includes plan development and state review. The work includes project review, approval of required reports and documents and processing the final Plan, Specification & Estimate (PS&E) document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 100% by the Municipality.
 - b. ID 3997-00-16: Construction:
 - i. Costs for participating construction items are funded with 80% federal funding up to a funding limit of \$923,776, when the Municipality agrees to provide the remaining 20%, and any funds in excess of the \$923,776 federal funding limit.
 - ii. Non-participating costs for sanitary sewer and water main are funded 100% by the Municipality. Costs include construction delivery.
 - iii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.
 - c. ID 3997-00-17: Sanitary sewer and water main:
 - i. Non-participating costs for sanitary sewer & water main construction are funded 100% by the Municipality. Costs include construction delivery.
 - ii. Costs for this phase include an estimated amount for state review activities, to be funded 100% by the Municipality.

[End of Document]

DRAFT RESOLUTION TO APPROVE STATE/MUNICIPAL FINANCIAL AGREEMENT FOR RECONSTRUCTION OF LABAREE STREET BETWEEN BOUGHTON TO ANNE STREETS IN 2028

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

WHEREAS, The City of Watertown received Wisconsin Department of Transportation (WisDOT) Surface Transportation Urban (STP) Urban funding for the reconstruction of Labaree Street between Boughton to Anne Streets for work to commence in 2028; and,

WHEREAS, the State of Wisconsin is seeking a State/Municipal financial agreement (SMFA) for the reconstruction of Labaree Street between Boughton to Anne Streets for work to commence in 2028; and,

WHEREAS, the SMFA for the reconstruction of Labaree Street between Boughton to Anne Streets for work to commence in 2028 went before the Finance Committee and received support; and,

WHEREAS, the State of Wisconsin will be responsible for 0% of roadway preliminary engineering/plan development and 80% of eligible roadway construction costs; and,

WHEREAS, the City will be responsible for 100% of roadway preliminary engineering/plan development, 20% of eligible roadway construction costs, and 100% of non-participating sanitary sewer and water main expenses, and any other non-participating expenses under the agreement.

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

That the proper city officials are hereby authorized to approve the SMFA for the reconstruction of Labaree Street between Boughton and Anne Streets for work to commence in 2028.

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

ADOPTED September 3, 2024

CITY CLERK

APPROVED September 3, 2024

MAYOR

MEMO

Engineering Division of the Public Works Department

To: Mayor McFarland and Committee Members

From: Andrew Beyer, P.E.

Date: August 20, 2024

Subject: Finance Committee Agenda Narrative for August 26, 2024

Background

Agenda Item:

Review and take possible action: Approve General Municipal Engineering Services Agreement with Graef-USA, Inc.

As you are aware, the Assistant City Engineer position has been vacant since January 2024. This prolonged vacancy created a gap in our ability to maintain the level of engineering oversight and project management required for the successful implementation of various city infrastructure projects. In the interim, we have temporarily addressed this gap by Engineering Division staff working additional hours, through the hiring of a limited-term employee and seasonal staff. However, this arrangement is not sustainable for the long term.

To address this gap moving forward in 2024, the Public Works Department recommends entering into an agreement with Graef to perform professional engineering services typically managed by the Assistant City Engineer. The Public Works Department is currently working with Graef on upcoming Capital Improvement Program (CIP) projects. Graef is a well-regarded engineering firm with extensive experience in municipal engineering services.

The agreement with Graef covers a broad range of services that align with the duties and responsibilities of the Assistant City Engineer. These services include, but are not limited to:

- Providing municipal engineering services.
- Providing surveying services
- Providing office hours at City Hall
- Providing plan review services
- Providing construction observation services
- Providing drafting services
- Providing contract administrative services
- Attending/participating in meetings

Attached: Professional Service Agreement
Draft Resolution

Budget Goal

2024 Operation Goal #2.

Financial Impact

The general municipal engineering services agreement would be funded through unused 2024 salary and benefits from the vacant Assistant City Engineer position.

Recommendation

Given the critical nature of these services and the continued vacancy in the Assistant City Engineer position, it is recommended that the Finance Committee approve the agreement with Graef. This arrangement will ensure that our engineering projects continue to move forward efficiently and effectively in 2024 while we work to fill the Assistant City Engineer position.

2024 Operational Goals

1. Proactively maintains and improves our parks and infrastructure in an effort to ensure quality, safety and compliance
2. Supports employee retention and growth, and also works to address critical staffing areas
3. Invests in the assessment, strategic planning and maintenance of our city buildings
4. Promotes and fosters innovative approaches for community development and growth
5. Maintains a safe and healthy community, and expands community education on safety and health



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August 14, 2024

Andrew M. Beyer, P.E.
Director of Public Works/City Engineer
City of Watertown
106 Jones Street
Watertown, WI 53094

SUBJECT: General Municipal Engineering Services Agreement

Dear Mr. Beyer:

We are very pleased to provide you with this proposal for professional services. When accepted, this proposal will become the basis of the Agreement between Graef-USA Inc. (GRAEF) and City of Watertown (Client).

This proposal is for General Municipal Engineering Services (Project). Our proposal is subject to the attached standard terms and conditions.

It is our understanding that the nature of the Project is to perform municipal engineering services as directed by the Director of Public Works.

For this Project, GRAEF proposes to provide the following Basic Services as directed by the Director of Public Works:

- Provide municipal engineering services.
- Provide surveying services.
- Provide office hours at City Hall.
- Provide plan review services.
- Provide construction observation services.
- Provide drafting services.
- Provide contract administrative services.
- Attend/participate in meetings.

GRAEF will endeavor to perform the Basic Services in accordance with a mutually agreed-upon schedule.

It is our understanding that you will provide the following services, items and/or information:

- City information such as as-constructed drawings, project manuals, design standards, and mapping.
- Direction and schedule for services requested.

You agree to compensate GRAEF for all basic services noted above on an hourly rate per the attached rate table and direct expense basis. Hourly rates shall be adjusted annually. Direct expenses include mileage, printing, soil borings, and advertisement costs. Direct



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Expenses will be billed in accordance with our master contract and are in addition to the fee quoted above.

You agree to compensate GRAEF for any Additional Services on an hourly rate and direct expense basis.

To accept this proposal, please provide us with your standard authorization accepting the scope and fee of this proposal. Upon written authorization GRAEF will commence work on the Project.

We look forward to working with you on this important project. Please call us at 414-266-9247 if you have any questions regarding this proposal.

Sincerely,

Graef-USA Inc.

Accepted by:
City of Watertown

Michael N. Paulos, PE
Principal

(Signature)

Joseph M. Komorowski, PE
Associate

Andrew Beyer

Director of Public Works

(Date)



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Graef-USA Inc.'s STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions are material terms of the Professional Services Agreement proposed on August 14, 2024 (Agreement) by and between Graef-USA Inc. (GRAEF) and City of Watertown (Client):

Standard of Care: GRAEF shall exercise ordinary professional care in performing all services under this Agreement, without warranty or guarantee, expressed or implied.

Client Responsibilities: Client shall at all times procure and maintain financing adequate to timely pay for all costs of the PROJECT as incurred; shall timely furnish and provide those services, items and/or information defined in Agreement, as amended, and shall reasonably communicate with and reasonably cooperate with GRAEF in its performance of this Agreement. GRAEF shall be entitled to rely on the accuracy and completeness of any services, items and/or information furnished by Client. These terms are of the essence. Client shall indemnify, defend and hold GRAEF, its present or former officers, employees and subconsultant(s), fully harmless from any liability or loss, cost or expense (including attorney's fees and other claims expenses) in any way arising from or in connection with errors, omissions or deficiencies in the services, items and/or information Client is obliged to furnish in respect of this Agreement.

Limitation of Liability: Client and GRAEF agree that GRAEF's liability for any direct, indirect, incidental or consequential economic losses or damages arising under or in connection with this agreement (including any attorney's fees or claims expenses) shall be limited to the sum of one hundred thousand dollars (\$100,000.00).

Additional Services: Client may request or it may become necessary for GRAEF or its subconsultant(s) to perform Additional Services in respect of this Agreement. Client shall pay for such Additional Services above and beyond charges for Basic Services set forth in this Agreement. GRAEF will notify Client in advance of GRAEF's intention to render Additional Services. Client's failure to instruct GRAEF not to perform the proposed Additional Service shall constitute Client's acceptance of such Additional Service and agreement to pay for such Additional Service in accordance with the Invoicing & Payment terms of this Agreement.

Collection Costs: Client shall pay all collection costs GRAEF incurs in order to collect amounts due from Client under this Agreement. Collection costs shall include, without limitation, reasonable attorney's fees and expenses, collection agency fees and expenses, court fees, collection bonds and reasonable GRAEF staff costs at standard billing rates for GRAEF's time spent in efforts to collect. Client's obligation to pay GRAEF's collection costs shall survive the term of this Agreement or the earlier termination by either party.

Invoicing & Payment: GRAEF may issue invoices for services rendered and expenses incurred at such times and with such frequency as GRAEF deems necessary or appropriate in GRAEF's discretion. All invoices are due and payable upon receipt and shall be considered past due if not paid within thirty (30) calendar days of the due date. **Prompt and full payment of all periodic invoices or other billings issued by GRAEF pursuant to this Agreement is of the essence of this Agreement.** In the event that Client fails to promptly and fully pay any invoice as and when due, then, and in addition to any other remedies allowed by law, GRAEF, may, in its sole discretion, suspend performance of all services under this Agreement upon seven (7) calendar days' written notice to Client, and immediately invoice Client for all unbilled work-in-progress rendered and other expenses incurred. Upon GRAEF's receipt of full payment, in good funds and without offset, of all sums invoiced in connection with any such declaration of suspension, GRAEF shall resume services, **provided that** the time schedule and compensation under this Agreement shall be equitably adjusted in a manner acceptable to GRAEF to compensate GRAEF for the period of suspension plus any other reasonable and necessary time and expenses GRAEF suffers or incurs to resume services. No failure by GRAEF to exercise its right to suspend work and accelerate sums due shall in any way waive or abridge Client's obligations to GRAEF or GRAEF's rights to later suspend work and accelerate terms. Client agrees GRAEF shall incur no liability whatsoever to Client, or to any other person, for any loss, cost or expense arising from any such suspension by GRAEF, either directly or indirectly. In addition, simple interest shall accrue at the lower of 1.5% per month (18% per annum), or the maximum interest rate allowable by law, on any invoiced amounts remaining unpaid for more than 60 days from the date of the invoice. Payments made shall be allocated as follows: (1) first to unpaid collection costs; (2) second to unpaid accrued interest; and (3) last to unpaid principal of the oldest invoice.

Latent Conditions: Client acknowledges that subsurface or latent physical conditions at the site that differ materially from those indicated in the project documents, or unknown or unusual conditions that materially differ from those ordinarily encountered may exist. If such latent conditions require a change in the design or the construction phase services, GRAEF shall be entitled to a reasonable extension of time to evaluate such change(s) and their impact on the project and to prepare such additional design documents as may be necessary to address or respond to such latent conditions. Client shall pay GRAEF for all services rendered and reimbursable expenses incurred by GRAEF and its subconsultant(s), if any, to address, respond to or repair such latent conditions. Such services by GRAEF or its subconsultant(s) shall constitute Additional Services.



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Graef-USA Inc.'s STANDARD TERMS AND CONDITIONS (continued)

Insurance: GRAEF shall procure and maintain liability insurance policies, including professional liability, commercial general liability, automobile liability, and workers' compensation insurance for the duration of this Agreement and shall, upon request, produce certificates evidencing the maintenance of such coverages. Should Client desire additional insurance, GRAEF shall endeavor reasonably to procure and maintain such additional insurance, but Client shall reimburse GRAEF for any additional premiums or other related costs that GRAEF incurs.

Instruments of Service: All original documents prepared for Client by GRAEF or GRAEF's independent professional associate(s) and subconsultant(s) pursuant to this Agreement (including calculations, computer files, drawings, specifications, or reports) are Instruments of Professional Service in respect of this Agreement. GRAEF shall retain an ownership and property interest therein whether or not the services that are the subject of this Agreement are completed. Unless otherwise confirmed by written Addenda to this Agreement, signed by duly authorized representatives of both Client and GRAEF, no Instrument of Professional Service in respect of this Agreement constitutes, or is intended to document or depict any "as-built" conditions of the completed Work. Client may make and retain copies for information and reference in connection with the use and occupancy of the completed project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the project, or otherwise. Any reuse without GRAEF's written consent shall be at Client's sole risk and responsibility, and without any liability to GRAEF, or to GRAEF's independent professional associate(s) and subconsultant(s). Further, Client shall indemnify, defend and hold GRAEF and GRAEF's independent professional associate(s) and subconsultant(s), fully harmless from all liability or loss, cost or expense (including attorney's fees and other claims expenses) in any way arising from or in connection with such unauthorized reuse.

Contractor Submittals: The scope of any review or other action taken by GRAEF or its subconsultant(s) in respect of any contractor submittal, such as shop drawings, shall be for the limited purpose of determining if the submission generally conforms with the overall intent of the design of the work that is the subject of this Agreement, but not for purposes of determining accuracy, completeness or other details such as dimensioning or quantities, or for substantiating instructions or performance of equipment or systems. GRAEF shall not be liable or responsible for any error, omission, defect or deficiency in any contractor submittal.

Pricing Estimates: Neither GRAEF nor Client has any control over the costs of labor, materials or equipment, over contractors' methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, GRAEF cannot and does not warrant or represent that bids or negotiated prices will not vary from any projected or established budgetary constraints.

Construction Observation: Unless expressly stated in this Agreement, GRAEF shall have no responsibility for Construction Observation. If Construction Observation services are performed, GRAEF's visits to the construction site shall be for the purpose of becoming generally familiar with the progress and quality of the construction, and to determine if the construction is being performed in general accordance with the plans and specifications. GRAEF shall have no obligation to "inspect" the work of any contractor or subcontractor and shall have no control or right of control over and shall not be responsible for any construction means, methods, techniques, sequences, equipment or procedures (including, but not limited to, any erection procedures, temporary bracing or temporary conditions), or for safety precautions and programs in connection with the construction. Also, GRAEF shall have no obligation for any defects or deficiencies or other acts or omissions of any contractor(s) or subcontractor(s) or material supplier(s), or for the failure of any of them to carry out the construction in accordance with the contract documents, including the plans and specifications. GRAEF is not authorized to stop the construction or to take any other action relating to jobsite safety, which are solely the contractor's rights and responsibilities.

Dispute Resolution: GRAEF and Client shall endeavor to resolve all disputes first through direct negotiations between the parties' informed and authorized representatives, then through mediation. If mediation fails to fully resolve all disputes within 120 calendar days of the first written request for mediation, either party may pursue any remedy it deems appropriate to the circumstances.

No Assignment: This Agreement is not subject to assignment, transfer or hypothecation without the written consent of both parties expressly acknowledging such assignment, transfer or hypothecation.

Governing Law: This Agreement, as amended, and any disputes or controversies arising in connection with this Agreement shall be governed and resolved by the laws of the State of Wisconsin, without regard to said state's choice of law rules.

Severance of Clauses: In the event that any term, provision or condition of this Agreement is void or otherwise unenforceable under the law governing this Agreement, then such terms shall be stricken and the balance of this Agreement shall be interpreted and enforced as if such stricken terms never existed.

Integrated Agreement: The parties' final and entire agreement is expressed in the attached proposal letter and these Standard Terms and Conditions. All prior oral agreements or discussions, proposals and/or negotiations between the parties are merged into and superceded by this Agreement. No term of the parties' Agreement may be orally modified, amended or superceded.

2024 Hourly Rates

Team	Team Member	Rate
Public Works	Mike Paulos	\$ 220.00
Public Works	Joe Komorowski	\$ 180.00
Public Works	Britney Meyer	\$ 145.00
Public Works	Kaitlyn Hansel	\$ 130.00
Public Works	James Schaser	\$ 105.00
Water Resources	Joy Corona	\$ 210.00
Water Resources	Anuja Patil	\$ 115.00
Environmental	Alex Linton	\$ 110.00
Transportation	Alexandria Motl	\$ 150.00
Transportation	Andre Ost	\$ 210.00
Transportation	Doug Rogahn	\$ 165.00
GIS	Scott Daniel	\$ 155.00
GIS	Cameron Wein	\$ 105.00
CAD	Mark Sovik	\$ 105.00

DRAFT RESOLUTION TO APPROVE GRAEF USA, LLC GENERAL MUNICIPAL ENGINEERING SERVICES AGREEMENT FOR ENGINEERING DIVISION

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

WHEREAS, the City of Watertown is intent on providing the best quality services to its residents; and,

WHEREAS, the Assistant City Engineer position has been vacant despite efforts to fill the position since January of 2024; and,

WHEREAS, the prolonged vacancy will create a gap in the level of service provided by the Public Works Department to the citizens of Watertown; and,

WHEREAS, GRAEF USA, Inc (GRAEF) of Milwaukee, WI can provide quality service to the citizens of Watertown by providing general municipal engineering services for the City’s Engineering Division for approximately 30 hours per week, understanding that hours may vary depending on workload; and,

WHEREAS, GRAEF would begin providing said services on September 4, 2024 and continue through December 31, 2024; and,

WHEREAS, the Engineering Division currently has unused salary and benefit funds from an unfilled position; and,

WHEREAS, General municipal engineering services provided by GRAEF will not exceed \$80,000.

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 an agreement with GRAEF USA, Inc. of Milwaukee, WI for general municipal engineering services.

	YES	NO
DAVIS		
LAMPE		
BOARD		
BARTZ		
BLANKE		
SMITH		
SCHMID		
WETZEL		

ADOPTED September 3, 2024

CITY CLERK

APPROVED September 3, 2024

MOLDENHAUER		
MAYOR MCFARLAND		
TOTAL		

MAYOR



Water Systems

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

To: Mayor McFarland & Members of the Finance Committee
From: Peter Hartz – Water Systems Manager

08/21/2024

Re: Water System agenda items for Finance committee meeting 08/26/2024

Dear Mayor McFarland & Committee Members:

Water Systems agenda item:

1. Review and approve – 2 step adjustment for wastewater employee

Background: Following the guidance listed in the City of Watertown Employee Handbook of Policy and Procedures, Section IV. Employment Compensation, Section G. Additional Job Compensation, is the following: Certifications, Non- exempt employees who complete professional certifications and/or licensing related to their job description will be eligible for a step placement review to be recommended by the Department Head to be determined by the Mayor and Finance Committee.

Jake Nehls of the wastewater team has met the above requirement for two additional steps in the pay plan based on obtaining the wastewater general and collections systems certifications offered by the Wisconsin Department of Natural Resources.

Budget Goal: Supports employee retention and growth and works to address critical staffing areas.

Financial impact: The 2024 budget accounted for these steps when approved in the budget cycle, so there is no negative impact.

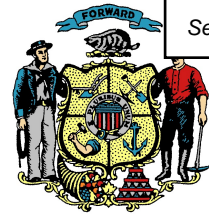
Recommendation: I recommend approval for Jake Nehls to move from Grade H Step 2 (\$24.50/hr.) to a Grade H Step 4 (\$25.86/hr.). These steps would be retroactive to June 12, 2024, the pay period closest to the test date. Note: review period by DNR is 6 – 8 weeks before results are shared from test date.

Sincerely,

Peter Hartz
Watertown Water Systems



The State Of Wisconsin Department of Natural Resources



Section 3, Item D.

This is a printable report regarding the certification status of an operator. Operators may cut along the line below and carry this card in their wallet to have their certification number handy when attending training events.

Wisconsin Department of Natural Resources
Wastewater Operator Certification

JAKE D NEHLS

Certification #: **300381**
Expire Date: **06/01/2027**

This is not an official certification card. To verify a person's certification status visit <https://dnr.wisconsin.gov/topic/OpCert>, select "Operator Certification Lookup", and search by operator name or certification number.

Wastewater Operator Certification

Sanitary Sewage Collection System - OIT

Print Date: **08/13/2024**

Adam N. Payne, Secretary
Department of Natural Resources

Printed on **08/13/2024**

Certification information and training opportunities can be found at <https://dnr.wisconsin.gov/topic/opcert/training.html>



WATERTOWN POLICE DEPARTMENT

David Brower, Chief of Police

To: Finance Committee

From: Assistant Chief Ben Olsen

Date: Thursday, August 22, 2024

Subject: Dispatch Personnel Wage Adjustment

Dear Members of the Finance Committee,

We are here to follow up on our appearance before you on July 8th, during which we sought permission to conduct a wage study for our dispatch personnel. We are pleased to inform you that the wage study has now been completed.

Enclosed, you will find a copy of the letter submitted to you at the July 8th meeting, along with the final report from the wage study. Based on the findings and recommendations of the study, we are now seeking your permission to proceed with the proposed wage adjustments.

Specifically, we request an increase in the dispatch supervisor wage from grade J to grade K, and an increase in the dispatchers' wage from grade H to grade I. These adjustments are essential to ensure our compensation structure remains competitive and fair, thereby helping us retain and attract qualified personnel. The adjustments will fit our current budget and will be appropriately planned for next year's budget. Finance Director Stevens has reviewed this plan and concurs with its feasibility.

Respectfully,

Ben Olsen
Assistant Chief



WATERTOWN POLICE DEPARTMENT

David Brower, Chief of Police

To: Finance Committee

From: Assistant Chief Ben Olsen

Date: Tuesday, June 18, 2024

Subject: Wage Study - Dispatch

Dear Members of the Finance Committee,

We are writing to seek your approval for conducting a wage study for our dispatch personnel. As you are aware, we are currently down two full-time dispatchers, which has resulted in an exorbitant amount of overtime for our existing staff. This situation is not sustainable in the long term and is impacting both our operational efficiency and employee well-being.

To address this issue, we propose to assess the pay rates for similar positions in our area. By doing so, we aim to determine if our current compensation packages are competitive and identify any discrepancies that may be affecting our recruitment efforts. A comprehensive wage study will provide us with the necessary insights to make informed decisions regarding salary adjustments and improve our ability to attract and retain qualified personnel.

We believe that this study is a crucial step towards ensuring the long-term stability and effectiveness of our dispatch team. Your support and approval for this initiative would be greatly appreciated.

Respectfully,

A handwritten signature in black ink, appearing to read "Ben Olsen".

Ben Olsen
Assistant Chief

COTTINGHAM & BUTLER
Total Rewards
Consulting

July 30, 2024

MEMORANDUM

TO: Lisa Schwartz, Human Resources Coordinator, City of Watertown

FR: Brian Carlson, Compensation Analyst

RE: Market Review: Communications Supervisor (911 Dispatch Supervisor), 911 Dispatcher

The city requested that a classification and market review be completed for the Communications Supervisor and the 911 Dispatcher positions. The analysis used relied on similar survey sources and computation methodology used in the most recent compensation study review. Those sources included: City of Cudahy, City of Fort Atkinson, City of Greenfield, City of Harford, City of Menasha, City of Muskego, City of South Milwaukee, City of West Allis, City of Whitewater, Dodge County, Jefferson County, and the Village of Germantown.

Market Review Results: The data below reflects salaries aged to an effective date of July 1, 2024.

Communications Supervisor	25th Percentile	50th Percentile	50 th /75 th Blend	75 th Percentile
	\$65,200	\$72,500	\$76,100	\$79,700

Based on this data, assuming the 50th percentile, and utilizing the current wage schedule, we would recommend placement in pay **grade K** for the Communications Supervisor.

911 Dispatcher	25th Percentile	50th Percentile	50 th /75 th Blend	75 th Percentile
	\$50,900	\$56,600	\$59,400	\$62,200

Based on this data, assuming the 50th percentile, and utilizing the current wage schedule, we would recommend placement in pay **grade H** for the 911 Dispatcher. In your request it was noted that this position has been hard to fill so you may consider the 50th/75th blend as a target for your schedule. In that case we would recommend placing this position in **grade I**.

Please contact me with any questions on this market review.

To: Finance Committee
From: Mark Stevens
Date: August 26, 2024
RE: 2025 Health Insurance Quote

Attached is a slide deck of the staff presentation made last week to any interested employees. Included is a listing of the insurance carriers that were contacted by our agent. Dean Healthcare offered the better pricing than Quartz, so the slide contents only relayed information about Dean. There are two slides included to show the premium differences for those on various carriers for family and single plans. Employees currently insured by Dean (approximately 45% of group) will have their portion of the shared premiums cut in half (\$539.98/mo down to \$261.63/mo). Employees currently insured by Mercy (approximately 45% of group) will experience an increase of \$49.85 more than what the 2025 Mercy rate would be (\$211.78/mo vs. \$261.63/mo). The remaining 10% of our insureds are on a mix of other plans with some that will see a greater cost and some a lesser cost.

A key hesitation in a possible departure from ETF is a future interest in reapplying for coverage with ETF. The State intentionally has a barrier of re-entry in place by assigning costly surcharges for re-entry in a second or third year after departure. Even following the third year, groups greater than 50 units are subject to underwriting and may still be assessed smaller surcharge amounts. It was because of this that I requested the agent secure not-to-exceed pricing for the second and third years. I've calculated a comparison (attached) of the estimated increases that ETF announced in its annual insurance board meeting and the max not-to-exceed increases that Dean is quoting. The Dean HMO premiums at their maximum possible increase will still fare better than the lowest anticipated increases for the ETF (exception: 2027 Mercy), and admittedly, the recent ETF trends have been double digit increases. There are no controls on cost increases with ETF.

We were provided a list this week of 26 retirees from WI ETF that have continued to pay for coverage apart from the City, either through pension withdrawals or direct payment. Nine are less than 65, paying the same premium rates as we are charged, and 17 are Medicare eligible, paying lesser premium amounts, depending on Medicare enrollment levels. If we depart from WI ETF, these individuals will no longer be able to continue on the WI ETF plans. We are required to provide no less than 60 days of advance notice of this change.

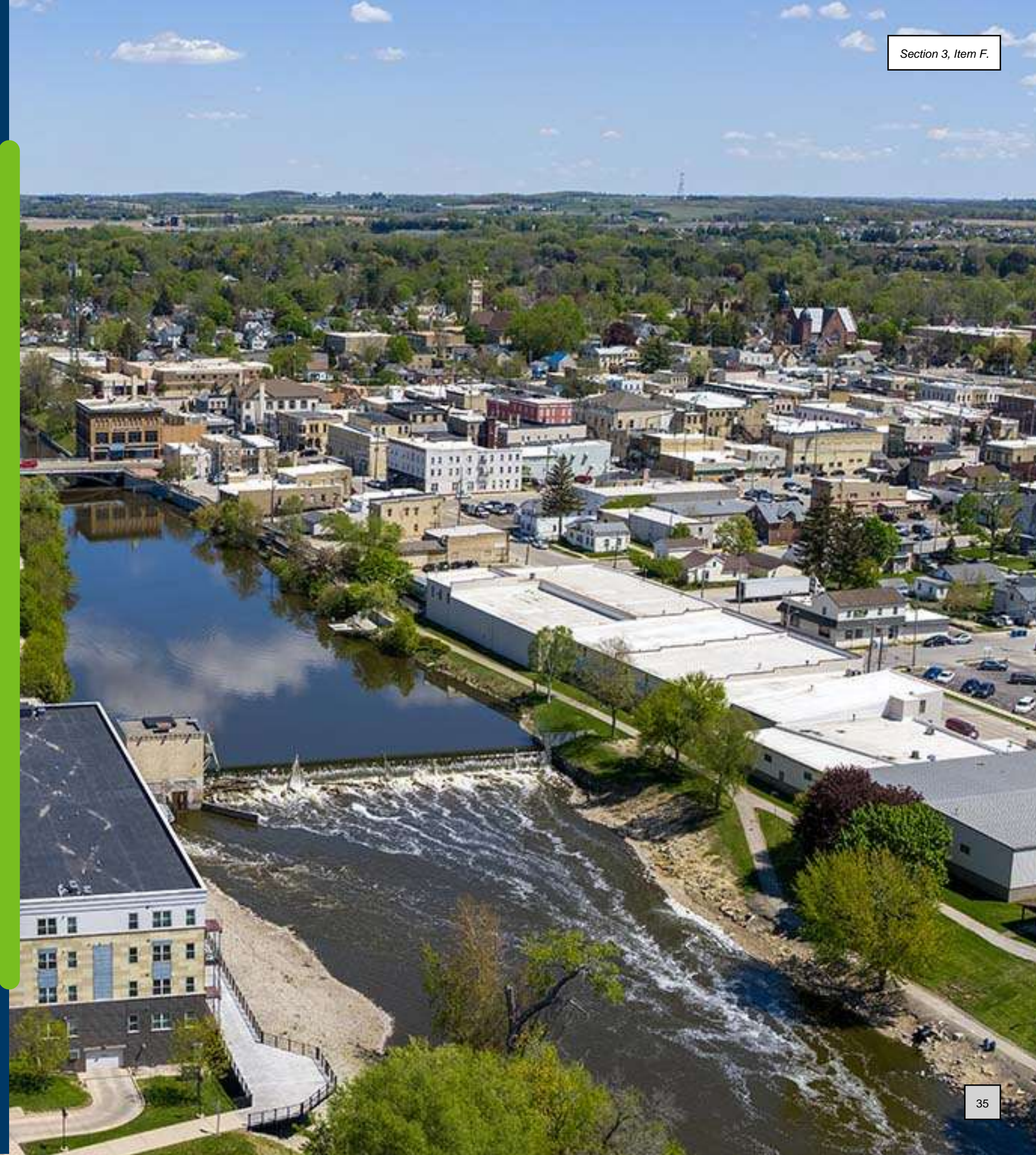
The budget creation is upon us. My staff plans to deliver payroll budget expectations to department heads tomorrow for the completion and submission of budgets by the September 3 deadline. To provide an estimated amount, we've incorporated a wage raise of 4% with the use of the Dean HMO assumption in the numbers to be distributed. But this can be altered with a different direction from the Finance Committee if the decision is to maintain health coverage through WI ETF.

I have projected a probable savings within the 2024 health insurance budgets (vacancies or waivers of coverage for some new employees). The General Fund affords 74.5% of the group health costs. If we are to stay on WI ETF, we will need to increase the current General Fund insurance budget by \$173K. This is equal to the cost of a 3% raise to employees. The planned 4% increase would need to be reduced to 1%.

There's obviously a human element of required change of service providers that can't be accounted for through dollar signs. The Dean HMO has the least disruption for our overall insured group, and Dean would work through its care management staff to aid employees through transition.

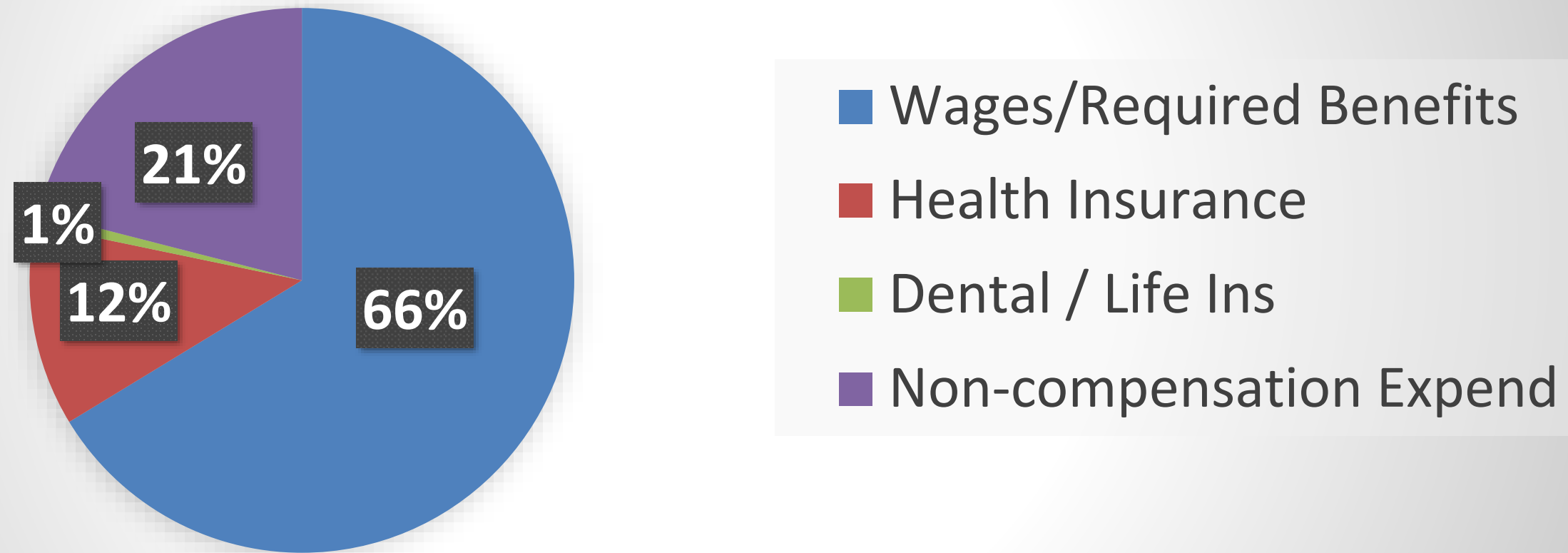
2025 Budget Creation Group Health Impact

Dean HMO Proposal



2024 Budget Breakdown

General Fund Expenditures



Expenditure Restraint

2024 Budget	20,403,934
2025 Max Growth (ERIP)	696,756
Union contract increases	639,890
Non-union wage increase: 4%	234,604
ETF insurance premium incr: 16%	<u>390,432</u>
Total compensation increases	1,264,926
Non-payroll increases: 0%	0



Carrier Search Results

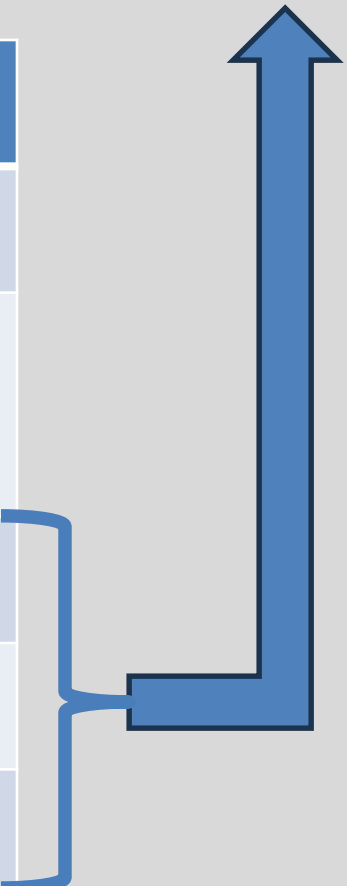
- No Quote:
 - Mercy
 - Group Health Coop
 - Anthem BCBS
 - United Healthcare
 - Network Health Plan
- Provided Quote:
 - Dean
 - Quartz



Plan Design Comparison

First copay: SSM/Dean clinic
Second copay: non-Dean,
but in network

	ETF HMO	Dean HMO
Deductible (Individual / Family)	\$500 / \$1000	\$500 / \$1000
Max Out-of-Pocket (Individ / Family) inclusive of copays	\$500 / \$1000	\$1,750 / \$3,500
Primary Care Office Visit	Subject to Deductible	\$0 copay / \$40 copay
Specialist Office Visit	Subject to Deductible	\$40 copay / \$80 copay
Urgent Care Visit	Subject to Deductible	\$0 copay / \$40 copay
Emergency Room	\$60 copay	\$125 copay
Retail Prescription Drug Copay	\$5 / \$50 / \$150	\$0 / \$10 / \$35 / \$60
Specialty Prescription Drug	40% up to \$200	30%



Comparison: Office Visit

1 st Visit		
	ETF	Dean
Charge	\$250	\$250
Your Cost	\$250	\$40

2 nd Visit		
	ETF	Dean
Charge	\$250	\$250
Your Cost	\$250	\$40

3 rd Visit		
	ETF	Dean
Charge	\$250	\$250
Your Cost	\$0	\$40



Comparison: Specialist Office Visit

1 st Visit		
	ETF	Dean
Charge	\$300	\$300
Your Cost	\$300	\$80

2 nd Visit		
	ETF	Dean
Charge	\$300	\$300
Your Cost	\$200	\$80

3 rd Visit		
	ETF	Dean
Charge	\$300	\$300
Your Cost	\$0	\$80



Dean Network

To find provider or location:

[Deancare.com/doctors](https://deancare.com/doctors)

[Deancare.com/location](https://deancare.com/location)

Hospitals

- Watertown Regional
- ProHealth – Ocon & Waukesha
- Fort Healthcare
- SSM St Mary's – Madison
- SSM St Mary's – Janesville
- Beloit Memorial

Watertown Providers

- Meade Medical Clinic
- ProHealth Care [Urgent Care]
- Watertown Family Practice
- Watertown Medical Clinic
- Wisconsin Physician Services
- WRMC Center for Women's Health

SSM Clinic Locations

- Beaver Dam
- Fort Atkinson
- Waterloo
- Mayville



Dean Provisions

- Preventive services at no cost: annual well visit; routine vaccinations; cholesterol screenings; breast, cervical, and colon cancer screenings
- Virtual Care: e-visits (minor concerns via email) and video visits (telehealth)
- \$0 diabetic supplies
- Care Management- undergoing treatment, chronic conditions, complex care
- Continuity of Care: 3-6 months coverage at network pricing for transition
- Point-of-Service (POS) option for out-of-network benefits for specialist



Shared Premiums- Monthly Share: Family

	Dean	Mercy	GHC- Neighbr	GHC- Dane	Quartz- UW	Quartz- Central	SMP
2024 ETF	\$535.06	\$198.46	\$315.06	\$117.86	\$283.90	\$1251.56	\$552.88
2025 ETF	\$539.98	\$211.78	\$347.84	\$5.68	\$157.68	\$1192.68	\$490.72
2025 Dean	\$261.63						
Difference	-\$278.35	\$49.85	-\$86.21	\$255.95	\$103.95	-\$931.05	\$229.09

Shared Premiums- Monthly Share: Single

	Dean	Mercy	GHC- Neighbr	GHC- Dane	Quartz- UW	Quartz- Central	SMP
2024 ETF	\$215.52	\$80.88	\$127.52	\$48.64	\$115.06	\$502.12	\$222.64
2025 ETF	\$212.90	\$81.62	\$136.04	\$0	\$59.98	\$473.98	\$193.18
2025 Dean	\$108.79						
Difference	-\$104.11	\$27.17	-\$27.25	\$108.79	\$48.81	-\$365.19	-\$84.39

Questions?



Watertown: Future Premiums - Family
Utilizing initial ETF increase announcement and Dean not-to-exceed amounts

	Jefferson County ETF Offerings						Dean HMO	
	Dean Health	MercyCare	Quartz Central	State Maint Plan	GHC Neighbor	Quartz UW		
2025	2,614.98	2,286.78	3,267.68	2,565.72	2,422.84	2,232.68	2025	2,181.63
2026: 6.8%*	2,792.80	2,442.28	3,489.88	2,740.19	2,587.59	2,384.50	2026: 9.9%^	2,397.61
2027: 6.8%*	2,982.71	2,608.36	3,727.19	2,926.52	2,763.55	2,546.65	2027: 14.9%^	2,754.86
* not guaranteed							^ max not-to-exceed	

MEMO

City Attorney's Office

To: Mayor Emily McFarland and Common Council Members

From: Steven T. Chesebro

Date: August 15, 2024

Subject: Informed Consent for Communications of Legal Counsel and Other Updates to Watertown Ordinance Section 136-11

Background

The American Bar Association Ethics and Professional Responsibility Committee has published an opinion that the use of professional listservs without obtaining informed consent could result in a violation of a City Attorney's ethical obligations as the Attorney's client may be readily identifiable. Based on the ABA opinion, input of State Bar of Wisconsin staff as well as other municipal attorneys, I request that the Common Council consider providing its informed consent to allow the City Attorney to communicate information related to its representation of the City to other attorneys when such communication benefits the City and does not disadvantage the City's legal position. In preparing the amendment to Section 136-11 to provide the informed consent, four other changes are proposed. These are each areas included in in other community codes which would provide clarification and could benefit the City. The second amendment creates a clear process for addressing public nuisance and filing of lawsuits on behalf of the City. The third amendment addresses authority to settle claims on behalf of the City. The fourth amendment requires the City Attorney to notify the Mayor and Common Council of relevant matters of law. The fifth amendment authorizes the City Attorney to assist or advise other municipalities provided that doing so does not conflict with the duties and obligations owed to the City of Watertown.

Attached is a proposed draft amendment to Section 136-11 Responsibilities of Attorney. First the proposed ordinance creates Section 136-11(B) to address the informed consent topic. It has long been a common practice for attorneys, as well as municipal attorneys throughout Wisconsin, to engage in communications with other attorneys who have expertise in specific legal matters. This collaboration may take the form of questions posted on a listserv sponsored by the League of Municipalities or the State Bar of Wisconsin, presentations or conversations at various conferences or meetings, or one-on-one conversations with individual attorneys who may have encountered similar legal issues or may be involved in litigation similar to matters being handled by the City Attorney.

MEMO

Granting this informed consent would assist the City Attorney by allowing them to continue collaborating with and benefiting from the experience and expertise of other attorneys. It also would protect the City Attorney from potential complaints filed with the Office of Lawyer Regulation alleging that they have violated one of our rules of professional conduct. The informed consent established by the ordinance amendment may be revisited and/or revoked at any time.

The proposed ordinance creates Section 136-11(C) to address public nuisance lawsuits. Currently when public nuisance exists which are not cured after a citation is issued, a meeting is held with Building Safety and Zoning, the City Attorney and the Mayor's office to discuss the details of that building and whether to proceed with prosecution through Circuit Court or what other options may be available. This may result in following up with a committee for additional advice or recommendations. With the creation of Section C, a memo would be provided to the Mayor and all City Council Members should a situation arise where the City Attorney believes a nuisance action should be filed in court. The Mayor or any alderperson would then be able to request the matter be added as a closed session matter to the next City Council Agenda should additional information be desired. If no request is made the City Attorney would be authorized to proceed with filing the nuisance action. This would provide additional information to elected officials regarding public nuisances and what is being done to address them. It also clearly designates a process should it be needed for authorizing filing a public nuisance claim on behalf of the City.

The proposed ordinance creates Section 136-11(D) to address the City's process for settling claims. Currently any claims against the City are scheduled on the Finance Committee agenda and then the Common Council Agenda for settlement approval. This delays negotiations and settlement of some matters by typically at least 3 weeks and sometimes longer. Finance Committee has recently approved modifying this policy to have staff assist in resolving some claims and reporting back to the Finance Committee at least quarterly on the outcomes of those claims. The proposed language would permit the City Attorney to negotiate any claim which results in the City receiving or paying up to \$5,000. It should be noted that this may permit the City Attorney to negotiate settlements for substantially more than \$5,000 if covered by insurance and would only result in the City paying a \$5,000 deductible. The City Attorney is obligated to report any settled matters to the Finance Committee within 30 days of entering into a settlement agreement.

The fourth amendment provides a clear directive to the City Attorney to notify the Common Council and Mayor regarding relevant legal matters. This could be a change in the law, someone's misstatement of relevant laws, or providing updates regarding legal claims against the City.



MEMO

The fifth amendment while not directly benefiting the City, does build good will among other communities in Wisconsin which then are more likely to assist and help the City should it be needed in the future. Given that it would be minor assistance to other communities and would not interfere with the duties of the City Attorney, the potential benefit would likely exceed the cost.

Budget Goal

Modernizes City Code and policies.

Financial Impact

Informed Consent Amendment: Saves \$3,000 - \$5,000 per year in consulting fees, potentially more in providing notice to avoid claims or address other pending topics in the legal community.

Public Nuisance Lawsuits Amendment: No Financial Impact as Council will be given a chance to approve or deny the filing of lawsuits. The section will simplify and clarify the process for initiating a lawsuit on behalf of the City.

Settlement Authority Amendment: No Financial Impact as discretion used to settle cases will be the same recommendation previously provided. May reduce time to resolve case resulting in quicker payment to residents or receipt of settlement funds. If abused by future City Attorney, Finance Committee would be made aware of and could address excessive settlements.

Recommendation

Approve Ordinance to amend Section 136-11 as presented.

**ORDINANCE TO
AMEND SECTION 136-11 RESPONSIBILITIES OF THE CITY OF
WATERTOWN GENERAL ORDINANCES**

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

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

SECTION 1. Section 136-11 “Responsibilities” is hereby amended to read and include as follows:

A. The office of the City Attorney shall be under the supervision of the City Attorney. The City Attorney shall be responsible for the conduct of all legal services of the City and shall serve as legal advisor ~~of to~~ the Common Council, the Mayor and all departments and officers of the City. The City Attorney, however, shall not be responsible for matters covered by insurance company counsel, labor negotiations and related labor law matters or bonding matters. **The City Attorney shall be in charge of the prosecution of all cases arising out of the violation of the provisions of the City ordinances. The City Attorney shall represent the City in matters in which the municipality is interested before any court or tribunal and shall perform such other duties as may be required by the Mayor or Common Council. It shall be the duty of the City Attorney to call to the attention of the Mayor and Common Council all matters of law affecting the City.**

B. Informed Consent

- (1) Pursuant to this section, the Common Council provides informed consent for the Office of the City Attorney to share information regarding the Office’s representation of the City, including the identity of the City as a client and information which may not be available to the public at the time of release, to the extent necessary for the purpose of consulting and collaborating with other municipal attorneys or legal counsel representing other governmental jurisdictions or other public or private organization or parties, for the benefit of the City. This informed consent includes but is not limited to participation with legal listservs, joint meetings or conferences with other attorneys, and individual consultations with other attorneys with expertise in the subject matter or legal interests similar to those of the City.
- (2) This section shall not provide informed consent for the Office of the City Attorney to release confidential information relating to the representation of the City where communication of information would disadvantage the City’s legal position or where communication of the information is likely to result in that information being conveyed to a party that is adverse to the City in the particular matter related to the information or to that party’s legal counsel. In its sole discretion, the Common Council may establish additional restrictions or conditions related to its informed consent pursuant to this section.
- (3) In specific instances where the Office of the City Attorney deems it necessary to seek more specific informed consent regarding communication of information due to the requirements of subsection (2) or due to other obligations of the City Attorney under

(Type meeting date of the FIRST meeting the ordinance will be considered) Ord. #24-XX

the rules of professional conduct for attorneys or to other factors or circumstances, the City Attorney may seek such informed consent from the Mayor and the Mayor may, in their sole judgment, determine whether such informed consent may be provided on behalf of the City.

- (4) The City Attorney shall include a written reminder of this section and the informed consent provided pursuant to it in the City Attorney's orientation of newly elected and appointed members of the Common Council.

C. Public Nuisance Authority.

- a. The City Attorney is authorized to commence and prosecute public nuisance actions on behalf of the City under Wis. Stat. ch. 823, if the following occurs:
- i. The City Attorney provides written notice to the Mayor and Common Council of the intent to file a nuisance action. This written notice will include a description of the nuisance, why action is necessary, and a reminder of the fifteen (15) day time limit in this ordinance to request Common Council consideration of a resolution.
 - ii. If the Mayor or any member of the Common Council wishes to have the matter considered by resolution of the Common Council, they shall, within fifteen (15) days of receipt of the notice from the City Attorney, provide a written request for such a resolution to the City Attorney.
 - iii. If there is a request for a resolution, the City Attorney shall draft a resolution (sponsored by the person requesting the same) requesting authorization to commence the nuisance action. This resolution is to be considered immediately at the next scheduled Common Council Meeting.
 - iv. If the City Attorney does not receive a request for a resolution within fifteen (15) days of receipt of the City Attorney's notice, the City Attorney does not need to obtain a resolution and is authorized to commence and prosecute the nuisance action as authorized under Wis. Stat. ch. 823.

D. Additional Authority

- a. The City Attorney is authorized to take all necessary and appropriate actions with regard to the defense of claims and other matters against the City, including coordination with insurance defense counsel as required and the execution of settlement agreements that do not require the expenditure or receipt by the City of more than \$5,000.00, without specific or further authorization to do so. The City Attorney will report any settlement agreements to the finance committee within 30 days of entering into the agreement.
- b. The City Attorney, in their discretion, is authorized upon a request from another unit of government to render aid, assistance and advice to that unit of government provided doing so will not conflict with the City Attorney's duties and responsibilities to the City of Watertown.

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

(Type meeting date of the FIRST meeting the ordinance will be considered) Ord. #24-XX

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

DATE:	<i>First meeting date</i>		<i>Second meeting date</i>	
READING:	1ST		2ND	
	YES	NO	YES	NO
DAVIS				
LAMPE				
BOARD				
BARTZ				
BLANKE				
SMITH				
SCHMID				
WETZEL				
MOLDENHAUER				
MAYOR MCFARLAND				
TOTAL				

ADOPTED Type second meeting date

CITY CLERK

APPROVED Type second meeting date

MAYOR

MEMO

Administration Department

To: Members of the Finance Committee

From: Mayor Emily McFarland

Date: August 26, 2024

Subject: Grant for Inclusive Park

Finance Committee Members,

In addition to the materials you have in your packet, I am seeking your permission below as it pertains to grants for the inclusive recreational area:

1. All grants that do not require a city financial match can be applied for and accepted after review by the Finance Director.
2. All grants that require a city financial match or an in-kind match of city services, will be reviewed by the Finance Committee prior to acceptance.

These small adjustments will allow us to more seamlessly apply for and received grants for this project.

MEMO

Administration Dept.

To: Park, Recreation and Forestry Commission Members and Members of the Common Council

From: Mayor McFarland

Date: August 16, 2024

Subject: Inclusive Park

Background

On January 15, 2024, I came before the Park, Recreation and Forestry Commission on behalf of the stakeholder group that worked to prepare the schematic renderings of the city's first fully inclusive recreational area. Through a grant provided by the Greater Watertown Community Health Foundation, the schematic design is now complete, and through the efforts of our stakeholder group we are pleased to announce the beginning of our fundraising efforts.

The goal remains to build the city's first fully inclusive recreational area with no tax dollars; we are committed to fundraising the entire \$1.7 million required for the project. The stakeholder group has prepared the fundraising plan, and we are set to begin.

The timeline for the fundraising is as follows:

- August-December: fundraising
- January: bidding of construction contract
- February-March: city meeting approvals of the contract
- April 2025: construction contract signed
- May: construction preparation and meetings occur
- Summer-Fall: construction

For your reference, I have included the press release that will go out, the marketing document, and a few renderings. More renderings can be found on the website that is now live:

https://cms4.revize.com/revize/watertownwi/departments/park_recreation_forestry/riverside_park_inclusive_recreational_area/index.php

The video linked on the website really gives a wonderful visual of the intended efforts to ensure that everyone has a safe space to gather, connect and play. From the moment people step out of

their vehicle or approach the space, it will be accessible for all. This “inclusive completeness” is rare in our area, and we believe that it will not only serve our residents, but visitors and prospective residents as well.

I would like to thank the commission for their support of this project, as well as the dedicated group of stakeholders that have been working on this for over a year. They have been methodical about the design, have prepared a great plan to fundraise the necessary dollars and are very committed to seeing this through. Kristine Butteris and Lisa Famularo from the city team have done a tremendous job of providing insight and preparing communication documents.

Our community deserves a space where individuals, families, friends and strangers can connect without the worry of if they can maneuver through the entirety of the space- we’re committed to giving them just that.

Budget Goal

This project aligns with the following 2024 Budget Goals:

1. Proactively maintains and improves our parks and infrastructure in an effort to ensure quality, safety and compliance
2. Promotes and fosters innovative approaches for community development and growth
3. Maintains a safe and healthy community, and expands community education on safety and health

Financial Impact

An account has been created for donations and grant money at the city and at the Watertown Community Foundation; there is no operational budget impact expected.

Recommendation

No action is required; this is an update only.

**FOR IMMEDIATE RELEASE
CONTACT:**

City of Watertown Announces Riverside Park Inclusive Recreation Area Initiative

Watertown WI, August 21, 2024 – The City of Watertown is thrilled to announce the launch of a groundbreaking initiative to build the Riverside Park Inclusive Recreation Area, a space where accessibility, community, and imagination come together.

The Riverside Park Inclusive Recreation Area has been envisioned through the collaborative efforts of a diverse focus group including parents, children, educators, caregivers, and community stakeholders. Over the course of three productive meetings starting in August 2023, this group worked closely with Mayor McFarland, the Parks and Recreation staff, and the esteemed Landscape Architect firm Parkitecture to design a fully-inclusive recreation area—marking a first for Watertown and the surrounding region.

"Creating a space where everyone, regardless of their abilities, can come together and enjoy the beauty of Riverside Park is a dream come true for our community," said Mayor Emily McFarland. "This project reflects our commitment to inclusivity and our belief in the power of play to bring people together."

The Riverside Park Inclusive Recreation Area will feature an enchanted forest theme, complete with unique elements like an ogre bridge, a Riverside Park-inspired footbridge, a ship, musical butterflies and flowers, and a flowing blue "river." These imaginative components are designed to engage all ages in play, while other elements of the space ensure it is a haven for everyone. The area will include a walking path with seating, accessible family restrooms, and additional accessible parking spots.

With a generous initial donation of \$10,000 from the Greater Watertown Community Health Foundation, the project has already taken significant steps forward. The proposed budget for the construction of this transformative play space is between \$1.5 million and \$1.75 million, funds which the City aims to raise through community support and grants.

Inclusive features of the recreation area include:

- Play areas catering to different age groups: toddlers, 2-5 years, and 5 and older
- Turf and poured surfaces for ease of movement
- Zero entry access
- Quiet spaces
- Secure fence encircling the playground
- Solid surface, graded path with distance markers for exercising

106 Jones Street • P.O. Box 477 • Watertown, WI 53094-0477 • Phone 920.262.4060

Opportunity Runs Through It

The Riverside Park Inclusive Recreation Area is more than just a playground; it is a test of a community's dedication to creating spaces where everyone can thrive. The project invites members to contribute and be part of this transformative initiative. Opportunities for recognition include naming rights for specific areas within the park, donation plaques, and even the entire facility naming rights.

Section 3, Item H.

Join us in building a fully inclusive recreation area that celebrates diversity and fosters community spirit. For more information on how to contribute, please visit watertownwi.gov

City of Watertown mission statement: To provide for, protect, and serve the citizens and businesses of Watertown in an efficient, strategic, and measured manner, while creating a community culture where close knit connections are key, that is rich in small town values balanced with modern conveniences, that is poised for development, and is an idyllic community that leverages location and outdoor opportunity.



Unlock the Magic

Building the Riverside Park Inclusive Recreation Area

Welcome to the Riverside Park Inclusive Recreation Area, a space where accessibility, and community will come together. A group of parents, kids, educators, caregivers and community stakeholders came together in 2023 to envision a haven for all, irrespective of ability. Since August 2023, the group worked alongside Mayor McFarland, Parks and Recreation staff, and the Landscape Architect firm Parkitecture, to plan and design a fully-inclusive recreation area—a first of its kind for Watertown and the surrounding area.

We've already taken the first steps toward realizing this dream. Thanks to a generous donation of \$10,000 from the Greater Watertown Community Health Foundation allowed us to produce the design and renderings you see in this brochure. The proposed budget for the construction of the Riverside Park Inclusive Playspace is between 1.5 million and 1.75 million dollars, all of which we aim to raise through community support and grants.



The Riverside Park Recreation Area is much more than just a playground. With an enchanted forest theme including elements like an ogre bridge, a Riverside Park-inspired footbridge, a ship, musical butterflies and flowers, and a flowing blue “river,” the playground will engage all ages in play, but there are other elements to the space that make it a haven for everyone! A walking path, complete with seating along the way, that is paved, graded, and distance-marked will provide healthy movement opportunities. A sitting area and shelter with outdoor games for youth and adults will complete the space.

The project will also involve replacing the existing restrooms with four accessible family restrooms and adding five accessible parking spots off of Hill Street.

Inclusive Features:

- Play areas catering to different age groups: toddlers, 2-5 years, and 5 and older.
- Turf and poured surfaces for ease of movement.
- Zero entry access
- Quiet spaces
- Secure fence encircling the playground.
- Solid surface, graded path with distance markers for exercising
- Patio area with seating and games



Aerial view of the proposed recreation area including existing volleyball courts, walking path, playground, shelter, family restrooms, and parking.

Be a part of this transformative project by contributing to the Riverside Park Inclusive Recreation Area. Your donation not only helps build a fully-inclusive recreation area, but also offers unique opportunities for recognition:

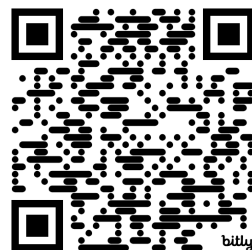
- Naming Rights: Leave a lasting legacy by naming specific areas within the park, such as the play areas, the shelter, and the walking path.
- Entire Facility Naming Rights: For a truly monumental impact, consider having the entire facility named after you or your organization.

In-kind donations of commercial services, materials or equipment are accepted. Donations are tax deductible.

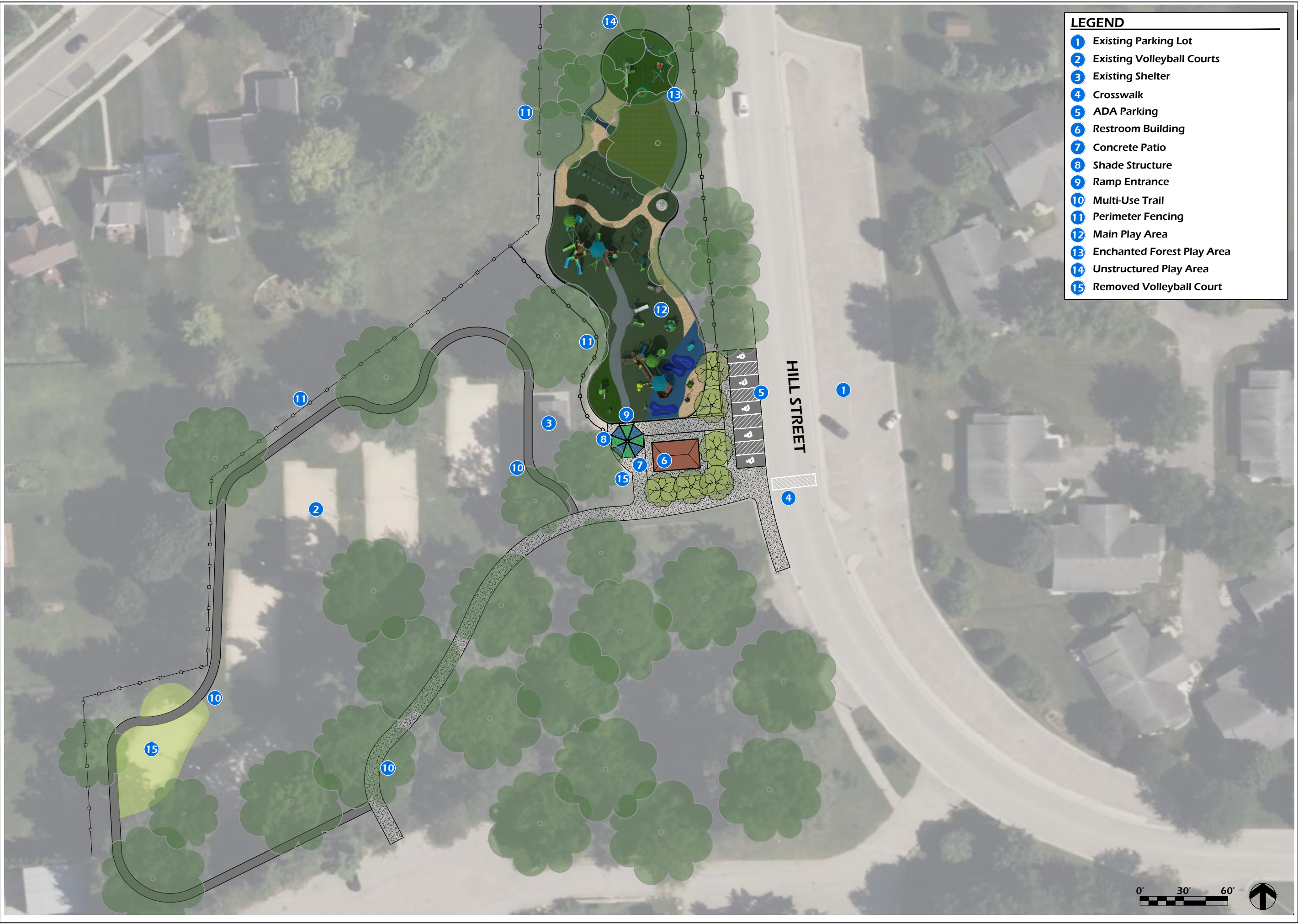
Feature	Cost
Picnic Tables (6 needed)	\$2,500 each
Seating (10 needed)	\$2,500 each
Bike Racks	\$5,000
Landscaping	\$25,000
Troll Bridge for playground	\$25,000
Perimeter Safety Fencing	\$40,000
Shade Structure	\$50,000
Restrooms	\$250,000
Poured Surface for Play Area	\$300,000
Playground Equipment	\$600,000

To learn more, or to make a donation, contact the Riverside Park Inclusive Recreation Area Fundraising Committee:

emcfarland@watertownwi.gov
(920) 567-8169
<https://bit.ly/RiversideInclusiveRecArea>



File: V:\23.040 Watertown Riverside Park Concepts\CAD\P-Concept.dwg Layout: CP100 User: Blake Plotted: Oct 25, 2023 - 8:44am



LEGEND	
1	Existing Parking Lot
2	Existing Volleyball Courts
3	Existing Shelter
4	Crosswalk
5	ADA Parking
6	Restroom Building
7	Concrete Patio
8	Shade Structure
9	Ramp Entrance
10	Multi-Use Trail
11	Perimeter Fencing
12	Main Play Area
13	Enchanted Forest Play Area
14	Unstructured Play Area
15	Removed Volleyball Court

Section 3, Item H.

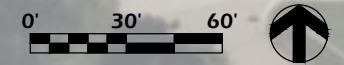
PARKITECTURE + PLANNING
 901 Deming Way, Suite 102
 Madison, WI 53717
 608.866.6808

RIVERSIDE PARK INCLUSIVE PLAYSAPCE
 850 LABAREE STREET
 WATERTOWN, WI 53098

Project Name:
 Sheet Title:

SITE CONCEPT PLAN

Revisions:	
Project #:	23.040
Issued For:	Review
Date:	10/25/2023
Sheet Number	CP1 63



File: V:\23.040 Watertown Riverside Park Concepts\CAD\P-Concept.dwg Layout: CP101 User: Blake Plotted: Oct 25, 2023 - 8:36am

LEGEND

- 1 Existing Parking Lot
- 2 Existing Volleyball Courts
- 3 Existing Shelter
- 4 Crosswalk
- 5 ADA Parking
- 6 Restroom Building
- 7 Concrete Patio
- 8 Shade Structure
- 9 Ramp Entrance
- 10 Multi-Use Trail
- 11 Perimeter Fencing
- 12 Main Play Area
- 13 Enchanted Forest Play Area
- 14 Unstructured Play Area



Section 3, Item H.



RIVERSIDE PARK INCLUSIVE PLAYSAPCE

850 LABAREE STREET
WATERTOWN, WI 53098

SITE CONCEPT PLAN ENLARGEMENT

Project Name:

Revisions:

Project #: 23.040
Issued For: Review
Date: 10/25/2023

Sheet Number
CP1 64

File: V:\23.040 WaterTown Riverside Park Concepts\CAD\P-Concept.dwg Layout: CP102 User: blium Plotted: Oct 25, 2023 - 9:50am



Custom products are shown as conceptual.

Riverside Park



Section 3, Item H.



Project Name: RIVERSIDE PARK INCLUSIVE PLAYSACPE

850 LABAREE STREET
WATERTOWN, WI 53098

Sheet Title: SITE CONCEPT PLAN RENDERINGS

Revisions:

Project #: 23.040
Issued For: Review
Date: 10/25/2023

Sheet Number
CP1 65

File: V:\23.040 WaterTown Riverside Park Concepts\CAD\P-Concept.dwg Layout: CP103 User: blium Plotted: Oct 25, 2023 - 9:51am



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Riverside Park



Section 3, Item H.



RIVERSIDE PARK INCLUSIVE PLAYSAPCE

850 LABAREE STREET
WATERTOWN, WI 53098

SITE CONCEPT PLAN RENDERINGS

Project Name:

Revisions:

Project #: 23.040
Issued For: Review
Date: 10/25/2023

Sheet Number
CP1 66

File: V:\23.040 Watertown Riverside Park Concepts\CAD\P-Concept.dwg Layout: CP104 User: bliuern Plotted: Oct 25, 2023 - 9:52am



Section 3, Item H.

**PARKITECTURE
+ PLANNING**
901 Deming Way, Suite 102
Madison, WI 53717
608.866.6808


RIVERSIDE PARK INCLUSIVE PLAYSACPE

**850 LABAREE STREET
WATERTOWN, WI 53098**

SITE CONCEPT PLAN RENDERINGS

Project Name:
Sheet Title:

Revisions:
Project #: 23.040
Issued For: Review
Date: 10/25/2023

Sheet Number
CP1 67

File: V:\23.040 WaterTown Riverside Park Concepts\CAD\P-Concept.dwg Layout: CP105 User: bliuern Plotted: Oct 25, 2023 - 9:52am



Section 3, Item H.

**PARKITECTURE
+ PLANNING**
901 Deming Way, Suite 102
Madison, WI 53717
608.866.6808
Parkitecture

RIVERSIDE PARK INCLUSIVE PLAYSAPCE

**850 LABAREE STREET
WATERTOWN, WI 53098**

SITE CONCEPT PLAN RENDERINGS

Project Name:

Revisions:

Project #: 23.040
Issued For: Review
Date: 10/25/2023

Sheet Number
CP1 68

File: V:\23.040 Watertown Riverside Park Concepts\CAD\P-Concept.dwg Layout: CP106 User: bliuern Plotted: Oct 25, 2023 - 9:52am



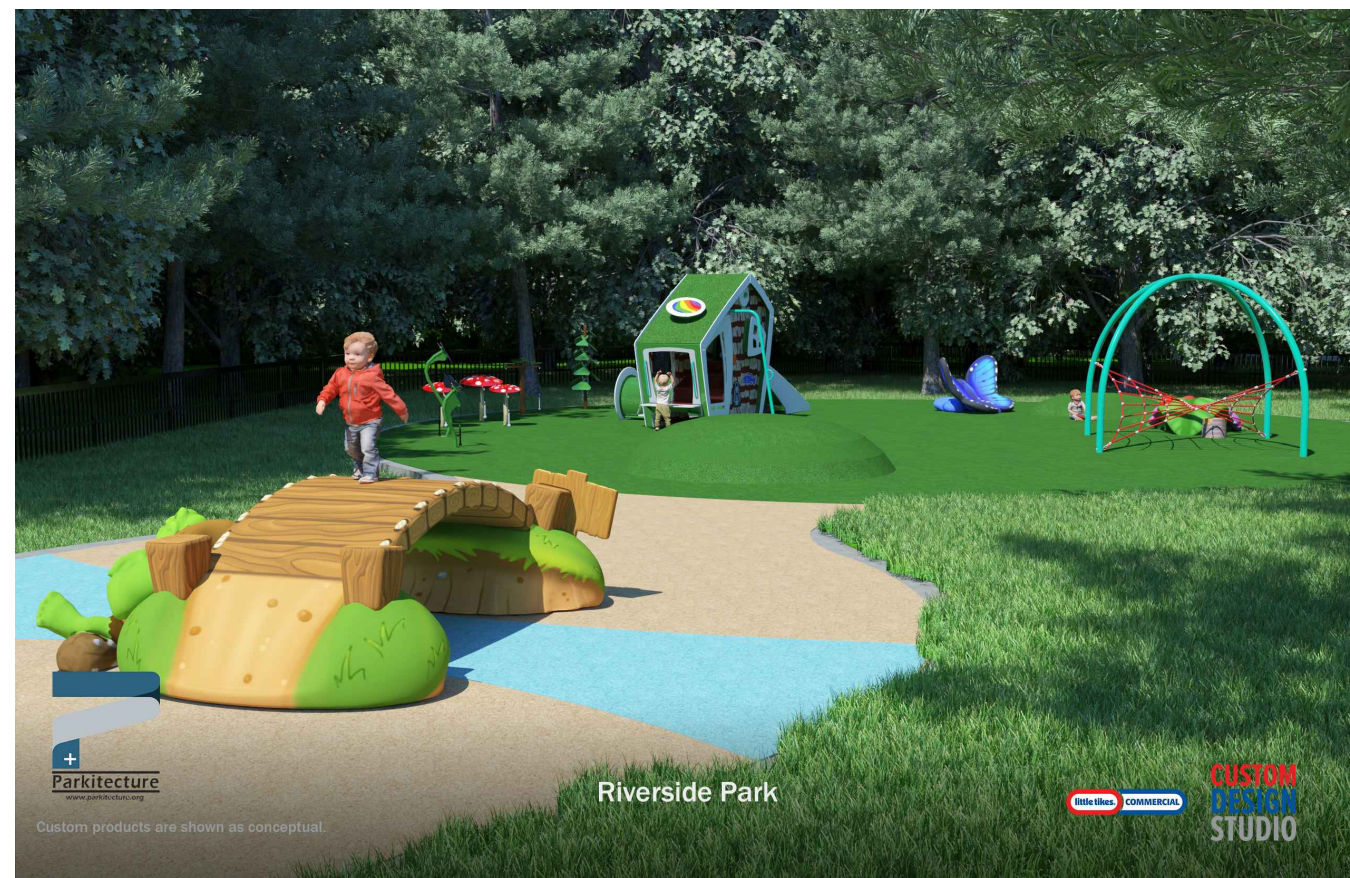
Riverside Park

Custom products are shown as conceptual.



Riverside Park

Custom products are shown as conceptual.



Riverside Park

Custom products are shown as conceptual.



Section 3, Item H.

PARKITECTURE + PLANNING
901 Deming Way, Suite 102
Madison, WI 53717
608.866.6808

RIVERSIDE PARK INCLUSIVE PLAYSACPE

**850 LABAREE STREET
WATERTOWN, WI 53098**

SITE CONCEPT PLAN RENDERINGS

Project Name:

Revisions:

Project #: 23.040
Issued For: Review
Date: 10/25/2023

Sheet Number
CP1 69

**RESOLUTION TO
AMEND 2024 FUND 15 BUDGET**

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

WHEREAS, the WI Dept of Health Services was awarded federal ARPA funds to allocate to local health departments, and

WHEREAS, the City of Watertown was awarded up to approximately \$354,256 by the WI Dept of Health Services, and

WHEREAS, the Public Health Department is in process to submit for approval eligible expenses totaling \$117,951 to date, and will be reimbursed an equal amount;

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

That the 2024 Fund 15 budget be amended as follows:

Account #	Name	Curr Bdgt	+ / -	Modified
15-42-92-12	Grants- Health	-	(117,951)	(117,951)
15-53-14-18	Supplies	55,000	117,951	172,951

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

ADOPTED September 3, 2024

CITY CLERK

APPROVED September 3, 2024

MAYOR

ARPA Profile 155811/65811 Spend Plan 2024

Section 3, Item I.

GEARS Profile ID:	155811 ARPA, LHD	Today's Date:	08/08/24
Agency Name	Watertown Dept Public Health	Agency Contact Person:	Carol Quest
Agency Number:	472951	Agency Contact Phone Number:	920-262-8090
Agency Type	60	Agency Contact Email:	cquest@watertownwi.gov khillier@watertownwi.gov

Total Approximate Spend	\$ 354,256.00
--------------------------------	---------------

Please describe below your agency's spend plan for 2024 ARPA funds:

Project or Item Description	Approximate Cost	Justification for Tie to Covid & Scope of Work
Conference room flooring	1,848	Update flooring that is needed in the conference/meeting area for staff and public meetings.
Chairs & tables for conference room	8,600	Update aged tables and chairs in conference/meeting area for staff and public meetings.
National Conference for 2 staff - NACCHO	3,650	Hotel, airfare, transportation, meals, supplies for two staff members to attend the National Association of County and City Health Officials in Detroit, Michigan.
Software Expressions invoice for electronic medical record software - training - designing services	39,648	Licensing and training for electronic medical records software. This will provide several years of training and will make records more accessible and staff will be more productive and able to assist more clients in various programs.
Staff wages & benefits	3,500	Support staff and Bilingual communication specialist staff time assisting in various public health programs. This aids in health equity in the community and provides an important connection to the non-English speaking population
Generator - Senior Center	6,943	Generator to provide power to Senior and Community Center building. The building could be used for City Emergency management for community events/disasters/situations.
Tornado siren	9,225	Replace tornado siren
Fire Department Stryker stairchair	14,325	Stryker stairchair for Fire Department emergency response
Stop the bleed kits	3,599	100 stop the bleed kits for 100 go bags for emergency response
Emergency go bags & safety glasses	447	Emergency to go bags for City Staff member response to emergency situations
Sharps cabinets for City Hall building	2,161	
Zoll AED Pro	5,508	Zoll AED Pro for Fire Department
CPR masks	55	100 CPR masks for \$10/each for 100 go bags for Emergency response
Public Announcment system	18,442	PA system for Senior & Community Center
	117,951	

City of Watertown
Income Statement - July 2024

Section 3, Item J.

58.3%

Run Date: 240813

	2022	2023	Curr Yr	Curr Yr	Remain	%
	Actual	Actual	To-Date	Budget	Balance	Rev/Exp
Revenues						
Taxes	11,105,967	11,424,736	10,519,254	11,604,660	1,085,406	90.6%
Intergovt Shared Taxes	3,261,639	3,302,333	1,115,260	3,962,474	2,847,214	28.1%
Intergovt State Grants	1,298,364	1,169,435	886,733	1,205,349	318,616	73.6%
Licenses	67,240	69,618	28,900	69,350	40,450	41.7%
Permits	197,777	226,723	108,120	240,775	132,655	44.9%
Law & Order Violations	181,477	223,839	150,676	220,000	69,324	68.5%
Gen Govt Public Charges for Services	355,108	284,263	202,015	316,025	114,010	63.9%
Public Safety	833,120	871,440	468,721	835,000	366,279	56.1%
Health & Social Services	9,729	19,512	11,425	10,000	(1,425)	114.3%
Public Works	43,759	51,941	22,729	58,175	35,446	39.1%
Recreation	346,086	352,845	256,222	381,300	125,078	67.2%
Intergovt Township Fire Protection	287,287	286,437	162,706	304,054	141,348	53.5%
Interest	(151,064)	680,007	535,556	400,000	(135,556)	133.9%
Reserve Acct Revenue	159,460				-	
Miscellaneous	26,264	155,462	20,761	25,000	4,239	83.0%
Rent	25,640	26,148	6,851	25,040	18,189	27.4%
Total Revenues	18,047,854	19,144,737	14,495,930	19,657,202	5,161,272	73.7%
Expenditures						
Common Council	94,685	107,888	64,209	110,201	45,992	58.3%
Commissions & Committees	200				-	
Municipal Court	110,048	113,371	68,125	120,554	52,429	56.5%
Mayor	170,125	277,037	162,972	265,038	102,066	61.5%
Finance Department	448,127	479,275	293,453	557,363	263,910	52.7%
Elections	50,655	29,615	22,683	101,946	79,263	22.3%
Assessor	145,749	146,111	103,414	147,000	43,586	70.3%
Accounting & Auditing	61,656	78,752	35,923	70,000	34,077	51.3%
Human Resources	83,459	86,928	65,830	128,417	62,587	51.3%
City Attorney	239,728	247,647	127,815	250,940	123,125	50.9%
Special Legal Fees	1,097				-	0.0%
Municipal Building	304,482	337,599	178,681	291,533	112,852	61.3%
Other Buildings	6,947	6,496	2,738	6,500	3,762	42.1%
Miscellaneous	750	422	1,366	65,798	64,432	2.1%
Media & Communications	169,844	169,313	96,737	183,096	86,359	52.8%
Information Technology	173,744	249,582	169,971	271,497	101,527	62.6%
Property & Liability Insurance	451,430	458,477	399,293	532,999	133,706	74.9%
Employee Programs	24,093	22,010	15,004	23,065	8,061	65.1%
Other Insurance	4,235	4,416	15,732	4,400	(11,332)	357.6%
Other General Govt	-	2,325	2,382	1,000	(1,382)	238.2%
General Government	2,541,053	2,817,263	1,826,327	3,131,347	1,305,020	58.3%
		% of Total Exp	16.2%	15.3%		

	2022	2023	Curr Yr	Curr Yr	Rem	
	Actual	Actual	To-Date	Budget	Balance	Rev/Exp
Police	4,731,008	4,881,534	2,907,808	5,348,896	2,441,088	54.4%
Crossing Guards	27,695	28,365	17,206	40,074	22,868	42.9%
Dispatch Center	726,739	744,002	419,864	790,074	370,210	53.1%
Fire	3,066,250	3,276,048	1,933,342	3,590,481	1,657,139	53.8%
Building Inspection	280,826	305,985	176,529	365,561	189,033	48.3%
Emergency Govt	5,417	7,954	18,562	28,200	9,638	65.8%
Public Safety	8,837,936	9,243,887	5,473,310	10,163,286	4,689,976	53.9%
		% of Total Exp	48.6%	49.8%		
Health	459,524	493,343	269,365	552,099	282,734	48.8%
Environmental Health Division	19,382				-	
Other Services	61,000	62,830	47,123	62,830	15,708	75.0%
Health	539,906	556,173	316,487	614,929	298,442	51.5%
		% of Total Exp	2.8%	3.0%		
City Planner	285	12,963	2,569	6,000	3,431	42.8%
Engineering	363,895	265,894	105,127	316,607	211,480	33.2%
Machinery & Equipment	341,218	341,487	157,395	281,100	123,705	56.0%
Street Garages	120,020	70,790	40,563	75,000	34,437	54.1%
Street Administration	138,375	189,534	119,002	228,795	109,793	52.0%
Service to Other Departments	88,919				-	
Traffic Control	21,424	24,031	13,786	22,500	8,714	61.3%
Street Maintenance	673,108	1,154,199	709,266	1,254,760	545,494	56.5%
Snow & Ice Control	343,767	263,786	266,797	290,740	23,943	91.8%
Signs & Markings	102,571	14,622	12,569	18,600	6,031	67.6%
Street Lighting	444,500	570,176	266,302	510,000	243,698	52.2%
Airport	214,840	224,404	104,062	213,904	109,842	48.6%
Public Works	2,852,921	3,131,886	1,797,439	3,218,006	1,420,567	55.9%
		% of Total Exp	16.0%	15.8%		
Library	823,709	814,787	459,198	850,342	391,144	54.0%
Recreation Administration	184,495	516,745	389,609	660,476	270,867	59.0%
Recreation	116,853	137,708	57,591	98,551	40,960	58.4%
Outdoor Pool	210,126	216,618	169,740	230,968	61,228	73.5%
Indoor Pool	95,553	51,416	36,398	84,804	48,407	42.9%
Senior Center	267,188				-	
Park	861,873	926,618	554,845	997,694	442,850	55.6%
Park Garage	23,244				-	
Library, Leisure, & Parks	2,583,040	2,663,892	1,667,380	2,922,835	1,255,455	57.0%
		% of Total Exp	14.8%	14.3%		
Forestry	208,959	220,629	102,476	230,531	128,055	44.5%
Public Service Enterprises	78,000	78,000	71,000	78,000	7,000	91.0%
Reserves	320,673				-	
Transfer	60,000	82,625		45,000	45,000	0.0%
Total Expenditures	18,022,489	18,794,355	11,254,419	20,403,934	9,149,515	55.2%
Net Income	25,366	350,382	3,241,511	(746,732)	(3,988,242)	