THE CITY OF WATERTOWN

PUBLIC WORKS COMMISSION MEETING AGENDA

TUESDAY, FEBRUARY 28, 2023 AT 5:30 PM

COUNCIL CHAMBERS, SECOND FLOOR, MUNICIPAL BUILDING - 106 JONES STREET

By Phone or GoToMeeting: Members of the media and the public may attend by calling:(Toll Free): 1 877 309 2073 or 1 (646) 749-3129 **Access Code:** 196-221-861 or https://meet.goto.com/196221861 Please join meeting from your computer, tablet or smartphone. All public participants' phones will be muted during the meeting except during the public comment period.

1. CALL TO ORDER

2. COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT

Each individual who would like to address the Committee will be permitted up to three minutes for their comments

3. REVIEW AND APPROVE MINUTES

A. Public Works Commission meeting minutes from February 14, 2023

4. BUSINESS

A. Review and approve: 2022 Water bill write-offs of 'dead' accounts to the respective property tax bill (Comprised of unpaid charges for water, sewer, garbage, and stormwater)

B. Review and approve: Entering into a professional services agreement with Applied Technologies for $53,000 related to the ultraviolet equipment upgrade project

C. Review and approve: Entering into a professional services agreement with VMC Inc. for $8,200 for a new cellular upgrade project with AT&T at the O'Connell water tower

D. Review and approve: Entering into a professional services agreement with Mead–Hunt for the Geographical Informational System (GIS) annual asset mapping conducted each year on an as-needed basis

E. Review and update: Completion of the corrosion control treatment study report

F. Review and take action: Repeal Watertown Municipal Code of Ordinances Chapter 341 Impact Fees and Article IV Excess Capacity Sewer Service Charge of Chapter 508 Wastewater Facilities

G. Review and take possible action: Amend Watertown Municipal Code of Ordinances Chapter 356, Landscaping

H. Review and take possible action: Amend Watertown Municipal Code of Ordinances Chapter 288, Erosion and Sediment Control

I. Review and take possible action: Create Watertown Municipal Code of Ordinances Chapter 453 Stormwater Ordinance - Article 3, Stormwater Maintenance

J. Update, no action required: 2023 Annual Street & Utility Work

K. Review and take possible action: Award Pavement Marking Contract #1-23 Base Bids A & B to Century Fence for $26,254.00

L. Review and take possible action: Award Rout and Crack Sealing Contract #2-23 Base Bids A, B, C & F to Thunder Road for $75,448.50

M. Review and take possible action: Award Seal Coating Contract #3-23 Alternate Bid A to Scott Construction for $66,750.00

N. Review and take possible action: Award 2023 Annual Street and Utility Project Contract #4-23 Base Bids A, B, C, D, E, F, H, I, J, K, L, M, & N to Dorner Inc. for $2,354,426.41

O. Review and take possible action: Award Storm Sewer Cleaning and Televising Contract #5-23 All Bid Items to Green Bay Pipe & TV, LLC for $192,062.25

P. Review and take possible action: Award Bituminous Surfacing Contract #6-23 All Bid Items to Payne & Dolan, Inc. for $293,088.40

Q. Review and take possible action: Award Utility and Street Reconstruction Contract #8-23 All Bid Items to Forest Landscaping & Construction, Inc. for $559,080.00

R. Review and take possible action: Award 2023 N Fourth Street Watermain Improvements Project Contract Allowances and Base Bid, No Alternates to Forest Landscaping & Construction, Inc. in the amount of $853,260.00

S. Convene into closed session per Wis. Stat. Sec. 19.85(1)(g) to confer with legal counsel of the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. (Silver Creek Condominiums LLC)

T. Reconvene into open session

U. Review and take possible action: status and enforcement of Development Agreement (Silver Creek Condominiums LLC)

5. ADJOURNMENT

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

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

PUBLIC WORKS COMMISSION MEETING
Tuesday, February 14, 2023 at 5:30 PM

Commission members present: Alders. Bartz, Wetzel, Comm'r. Thompson
City employees present:
Public Works Director/City Engineer Jaynellen Holloway
Stormwater Utility Manager Maureen McBroom
Street Department Operations Manager Stacy Winkelman
Assistant Operations Manager Matt Willmann

1. CALL TO ORDER
Meeting was called to order at 5:31 p.m.

2. COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT
None

3. REVIEW AND APPROVE MINUTES January 24, 2023
Motion to approve Ald. Romlein
2nd Comm's. Thompson
Carried by unanimous voice vote

4. BUSINESS
A. Review and Take Possible Action: Amend Watertown Municipal Code of Ordinances Chapter 453 Stormwater Ordinacne - Article 1, Stormwater Management Utility

Engineering Division staff have drafted revisions to Article 1 Chapter 453, Stormwater Management Utility:
1. To clarify the formulas used to calculate the stormwater utility rate charges that were updated in 2020
2. To update the Stomwater Utility Credit program for residential properties to raise the rebate amount from $15 to $40 for installation of rain barrels, rain gardens, permeable pavement and other stormwater management practices.

Ald. Romlein asked if citizens will be given help and guidelines in establishing cisterns.
Broom stated that there would be help on the web and of course, the CIty would share any available knowledge.

Engineering Division staff respectfully request that these proposed revisions be moved on to the March 7, 2023 Common Council meeting along with proposed revisions to Article 2 and Article 3 of Chapter 453. (Article 3 is anticipated to be on the February 28, 2023 Public Works Commision agenda.) These revisions are being completed under a Wisconsin Department of Natural Resources (WDNR) Urban Nonpoint Source & Storm Water Planning Grant.

Motion to approve Ald. Ronlein
2nd Ald. Ruetten
Carried by unanimous voice vote

B. Review and Take Possible Action: Amend Watertown Municipal Code of Ordinances Chapter 453 Stormwater Ordinance - Article 2 Non Stormwater Discharges to Stormwater System

Engineering Division staff have worked with our stormwater consultant to revise portions of Article 2 of Chapter 453, Stormwater Management Utility:

1. To clarify and provide examples of non-industrial illicit discharges
2. To update acceptable methods of communication (electronic mail)
3. To clarify possible enforcement actions

Ald. Romlein received an affirmative answer after asking if the City would still be cutting curbs for residents.
McBroom stated that a permitting process would be established for buildings and homes not in compliance.

Engineering Division staff respectfully request that these proposed revisions be moved on to the March 7, 2023 Common Council meeting along with proposed revisions to Article 1 and Article 3 of Chapter 453. (Article 3 is anticipated to be on the February 28, 2023 Public Works Commision agenda.) These revisions are being completed under a Wisconsin Department of Natural Resources (WDNR) Urban Nonpoint Source & Storm Water Planning Grant.

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

C. Review and possible approval: Request to remove solid waste charges for 402½ E. Main Street

Kenn Fox runs Paramount Guitars, LLC out of 402 E. Main Street. He has stated that the unit above (402½ E. Main Street) is being used as office space and not as a rental. It has not been used as a rental in over 16 years. He is requesting that the monthly charge of $14.08 for solid waste services be removed from his utility bill. Matt Willmann, Solid Waste and Recycling Assistant Operations Manager, has been in the unit in question many times and can confirm it is indeed being used as office space and a recording studio, not a rental unit.

Ald. Ruetten asked what the trigger would be when this or other building would be once again added to the rolls. Comm'r. Thompson stated that residents need to request a garbage bin.
Ald. Ruetten asked if this has been done in the past and was answered in the affirmative.

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

D. Review and discuss: Allowing second garbage carts for residents

Winkleman shared that there are 16 adult homes in the City who need extra bins at a charge of $9.29/month.
The cost of a new cart is $48 plus shipping and handling.
Ald. Ruetten asked for a number of requests in the past few years and Winkleman stated that while she is unsure of exact numbers she said that less than 10 and perhaps even five.
Holloway stated that if there is a temporary need it would be incumbent on the resident to notify the City when that time "expires."

5. ADJOURNMENT
Motion to adjourn Ald. Ruetten
2nd Ald. Romlein
Carried by unanimous voice vote
Meeting adjourned at 5:59 p.m.

Respectfully submitted,
Bob Wetzel
Public Works Commission Chair

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

THE CITY OF WATERTOWN
Opportunity runs through it.

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

To: Chairman Wetzel and members of the Public Works Commission February 22, 2023
From: Peter Hartz – Water Systems Manager
Re: February 28, 2023, Public Works Commission agenda items

Water Systems:

1. Review and approve 2022 Water bill write-offs of 'dead' accounts to the respective property tax bill. (Comprised of unpaid charges for water, sewer, garbage, and stormwater)

   As required by the auditing firm for the Water & Wastewater Departments, this is an annual item for the Public Works Committee to review for accounting and bookkeeping. Most of these 'write-offs' are for property owners with unpaid balances at the end of November of the previous year. These unpaid balances are 'written off' from the utility bills and placed on the property tax bill for collection by the City of Watertown. 2022 total is $32,456.73 which is comprised of 242 separate accounts.

2. Review and approve entering into a professional services agreement with Applied Technologies for $53,000 related to the ultraviolet equipment upgrade project.

   We solicited 3 engineering firms (all of whom have worked for Watertown in the past) for a services proposal with a defined scope of work to include, equipment review, final design, preparation of construction drawings & plans (including mechanical and electrical), a final set of drawings and plans, bidding, and construction support services, and DNR plan review submittal if deemed necessary. We received 2 proposals with 1 firm having interest but not time to take on a project such as this one.

   Applied Technologies – $53,000, Symbiont / Mead – Hunt – $76,790, & Strand declined the project but mentioned they would be in the neighborhood of $55 - $65K so mid-range of the two proposals we received. I recommend we enter into an agreement with Applied Technologies.

3. Review and approve entering into a professional services agreement with VMC Inc. for $8,200 for a new cellular upgrade project with AT&T at the O'Connell water tower.

   Each cellular upgrade project is unique, and we have a new upgrade project proposed by AT&T. It is appropriate to enter into a new agreement for services. There have been changes with the staff at SEH since our last service agreement, so I was able to get another quote from the previous project manager who is with a new company that provides the same level of service we have received historically from our previous consulting firm. VMC quoted $8,200, and SEH quoted $10,450 for cellular support services. I recommend we work with the previous project manager at VMC for the AT&T project. SEH is still working on the T-Mobile / Spring projects so still involved with Watertown. All the associated expenses are reimbursable to the Water Department from the cellular company per the terms of the respective leases.

4. Review and approve entering into a professional services agreement with Mead–Hunt for the Informational System (GIS) annual asset mapping conducted each year on an as-needed basis.

   Since the inception of the GIS mapping database in 2014 the water and wastewater divisions have utilized Symbiont Engineering for support and updates to the geodatabase used for all our assets in the city. Symbiont merged with Mead-Hunt and continues to provide as-needed support to the water and wastewater divisions keeping the database updated with changes made. We have most everything included in our GIS database, water and sewer mains, valves, hydrants, water services, service lines, sanitary manholes, sanitary laterals, private mains and hydrants, water meters, inspection records, and many other layers of data sets.

   The GIS database is also used by multiple departments on an annual basis; Examples of additional datasets in the geodatabase include: street signs, brush routes, sanitation routes, recycle routes, police districts, fire districts, property parcel data, aldermanic districts/wards, sidewalks, truck routes, floodplains, neighborhood watch areas, parks, wetlands, schools, section corners, topographic, zoning, building and sub-divisions, TID districts, engineering files, planning land uses – to name a few.

5. Review and update Review and discuss the completion of the corrosion control treatment study report.

   On July 29, 2021, the Wisconsin Department of Natural Resources (WDNR) required that the City of Watertown conduct a Corrosion Control Treatment (CCT) Study. The requirement for the CCT Study was the result of a 2020 Lead Action Level Exceedance (ALE) in our water quality testing of the distribution system.

   CCT Studies are used by WDNR to review the existing water distribution system and evaluate the alternatives recommended for the treatment of corroding lead and copper lines. This study was time-consuming and expensive (>$80,000) for the Water Department. The CCT Study reviewed the use of 2 different mixtures of blended poly orthophosphates, commonly used to prevent the corrosion of lead and copper into drinking water by sequestering iron and manganese and depositing as a scale on the interior of the pipes, resulting in a reduction in soluble lead in water.

   During the time frame of the CCT Study (late 2020 to late 2022) Watertown Water Department was granted permission to discontinue adding sodium hydroxide (the CCT in use since the mid-1990s) to raise the pH of the water as that was ineffective in raising the pH levels to reduce lead corrosion into the drinking water as Watertown uses air strippers that effectively raise the raw water pH already rendering the sodium hydroxide useless for the intended purpose. Additional water sampling conducted after we discontinued using the sodium hydroxide showed water samples were under the lead action level. Those results were reviewed by WDNR and as of December 9, 2022, WDNR confirmed that we no longer had to complete the CCT Study that we started 2 years prior to the end of the last round of water sampling as we were no longer exceeding the lead action level.

   We chose to finish the CCT Study as we were nearly complete and would have to start over from scratch if we were to exceed the lead action level again, completion of the report allows us to move forward without repeating the time-consuming and expensive study.

   The recommendations of the CCT Study determined that Watertown should continue replacing the lead services lines and the most cost-effective CCT will be the complete removal of all known lead water service lines from the distribution system. A copy of the report is included for review.

Sincerely,
Peter Hartz

Water Systems Manger

2022 Write Off Summary

Month	Total Dollar Amount	Total # of Accounts	Breakdown of Charges				Breakdown of Penalties			
			Water	Sewer	Garbage	Storm Water	Water	Sewer	Garbage	Storm Water
January	$18,121.88	10	$8,867.27	$9,191.30	$33.51	$29.80				
February	$440.48	4	$293.06	$147.42						
March	$235.34	2	$0.17	$235.17						
April	$132.88	2	$51.54	$54.94	$17.36	$9.04				
May	$77.41	2	$76.89	$0.25	$0.14	$0.13				
June	$1,827.92	40	$922.65	$898.56	$6.71					
July	$3,455.04	40	$2,058.56	$951.45	$101.08	$343.95				
August	$174.33	7	$41.58	$38.95	$93.66	$0.14				
September	$573.48	24	$36.33	$525.22	$2.83	$9.10				
October	$3,251.98	50	$493.17	$1,013.23	$0.29	$1,745.29				
November	$3,299.47	31	$399.88	$280.89	$4.36	$2,494.25	$41.04	$47.64	$16.63	$14.78
December	$866.52	30	$284.29	$554.62	$14.63	$12.98				
Total 2021:	**$32,456.73**	**242**	**$13,525.39**	**$13,892.00**	**$274.57**	**$4,644.68**	**$41.04**	**$47.64**	**$16.63**	**$14.78**

atertown Water Dept

Transaction Allocation by Service Report - Write offs for Manager Approval
Report Dates: 01/01/2022 - 01/31/2022

Page: 1
Feb 01, 2022 11:07AM

	Customer Number	Name	Description	Amount	WTCP WATER M	STCP SEWER M	STXCP STORMW	GTCP GARB M	HYD DEP	DMDEP
01/21/2022	23-028555-00	BETHESDA LUTHERAN C	Read/Usg Adj for 01/15/2022	11,387.02-	-	-	-	-	-	-
					5,588.50-	5,798.52-	-	-		
01/11/2022	8-004050-00	FISHER BARTON SPECIA	Read/Usg Adj for 10/31/2021	1,831.83-	-	-	-	-	-	-
					873.60-	958.23-	-	-		
01/11/2022	8-004050-00	FISHER BARTON SPECIA	Read/Usg Adj for 09/30/2021	1,777.29-	-	-	-	-	-	-
					850.65-	926.64-	-	-		
01/11/2022	8-004050-00	FISHER BARTON SPECIA	Read/Usg Adj for 11/30/2021	1,576.85-	-	-	-	-	-	-
					752.00-	824.85-	-	-		
01/13/2022	18-064200-05	%RUSHMORE LOAN MG	Reverse year of water & sewer base payments-no usa	362.16-	-	-	-	-	-	-
					100.80-	261.36-	-	-		
01/12/2022	27-057500-01	GORDER, RICHARD & RO	SEWER CREDIT FOR WATERING SOD	336.96-	-	-	-	-	-	-
					-	336.96-	-	-		
01/24/2022	9-031411-01	HILL OXFORD ONE LLC	Credit Permit Charge billed in error	317.20-	-	-	-	-	-	-
					317.20-	-	-	-		
01/24/2022	9-033774-01	HILL OXFORD ONE LLC	Credit Permit Charge billed in error	317.20-	-	-	-	-	-	-
					317.20-	-	-	-		
01/13/2022	19-018304-02	BUSKA, JODI	Transfer payment from 2300630002 to 1901830402	101.93-	-	-	-	-	-	-
					36.00-	39.33-	12.52-	14.08-		
01/12/2022	16-047100-00	VAN LOO, ROBERT& RH	Write off penalties	97.41-	-	-	-	-	-	-
					23.54-	37.16-	17.28-	19.43-		
01/11/2022	8-004050-00	FISHER BARTON SPECIA	Credit penalties on overbilled usage	15.77-	-	-	-	-	-	-
					7.52-	8.25-	-	-		
01/12/2022	81-010461-92	NORTHEAST ASPHALT IN	Write off amount	.20-	-	-	-	-	-	-
					.20-	-	-	-		
01/12/2022	81-010431-86	NPL	Write off penalties	.06-	-	-	-	-	-	-
					.06-	-	-	-		
Grand Totals:				18,121.88-	-	-	-	-	-	-
					8,867.27-	9,191.30-	29.80-	33.51-		

Manager Approval: _____ Date: 02-01-2022 Total # of Accounts: 10

Watertown Water Dept

Transaction Allocation by Service Report - Write offs for Manager Approval
Report Dates: 02/01/2022 - 02/28/2022

te	Customer Number	Name	Description	Amount	WTCP WATER M	STCP SEWER M	STXCP STORMW	GTCP GARB M	HYD DEP	DMDEP
02/10/2022	5-064480-02	SPF HOLDINGS	Read/Usg Adj for 12/31/2019	146.11-	-	-	-	-	-	-
					75.91-	70.20-	-	-		
02/04/2022	12-022500-04	PISKULA, LOIS M	Remove Frozen Meter chg - frost plate blew due to cor	116.75-	-	-	-	-	-	-
					116.75-	-	-	-		
02/10/2022	5-064480-02	SPF HOLDINGS	Read/Usg Adj for 05/31/2020	73.10-	-	-	-	-	-	-
					38.00-	35.10-	-	-		
02/01/2022	5-047100-14	GERIKE, BRIAN & ELIZAB	Read/Usg Adj for 01/31/2022	29.24-	-	-	-	-	-	-
					15.20-	14.04-	-	-		
02/10/2022	5-064480-02	SPF HOLDINGS	Read/Usg Adj for 02/29/2020	15.73-	-	-	-	-	-	-
					8.71-	7.02-	-	-		
02/03/2022	9-075170-02	SCHUETT, NATHAN & SH	Read/Usg Adj for 01/31/2022	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
02/10/2022	5-064480-02	SPF HOLDINGS	Read/Usg Adj for 06/30/2020	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
02/10/2022	5-064480-02	SPF HOLDINGS	Read/Usg Adj for 03/31/2020	7.31-	-	-	-	-	-	-
					3.80-	3.51-	-	-		
02/10/2022	5-064480-02	SPF HOLDINGS	Read/Usg Adj for 07/31/2020	7.31-	-	-	-	-	-	-
					3.80-	3.51-	-	-		
02/10/2022	5-064480-02	SPF HOLDINGS	Read/Usg Adj for 09/30/2021	2.15-	-	-	-	-	-	-
					2.15-	-	-	-		
02/10/2022	5-064480-02	SPF HOLDINGS	Read/Usg Adj for 08/31/2021	1.96-	-	-	-	-	-	-
					1.96-	-	-	-		
02/10/2022	5-064480-02	SPF HOLDINGS	Read/Usg Adj for 07/31/2021	1.78-	-	-	-	-	-	-
					1.78-	-	-	-		
02/10/2022	5-064480-02	SPF HOLDINGS	Read/Usg Adj for 06/30/2021	1.59-	-	-	-	-	-	-
					1.59-	-	-	-		
02/10/2022	5-064480-02	SPF HOLDINGS	Read/Usg Adj for 05/31/2021	1.41-	-	-	-	-	-	-
					1.41-	-	-	-		
02/10/2022	5-064480-02	SPF HOLDINGS	Read/Usg Adj for 04/30/2021	1.22-	-	-	-	-	-	-
					1.22-	-	-	-		
02/10/2022	5-064480-02	SPF HOLDINGS	Read/Usg Adj for 03/31/2021	1.04-	-	-	-	-	-	-
					1.04-	-	-	-		
02/10/2022	5-064480-02	SPF HOLDINGS	Read/Usg Adj for 01/31/2020	.93-	-	-	-	-	-	-
					.93-	-	-	-		
02/10/2022	5-064480-02	SPF HOLDINGS	Read/Usg Adj for 02/28/2021	.87-	-	-	-	-	-	-
					.87-	-	-	-		
02/10/2022	5-064480-02	SPF HOLDINGS	Read/Usg Adj for 01/31/2021	.69-	-	-	-	-	-	-
					.69-	-	-	-		

atertown Water Dept

Transaction Allocation by Service Report - Write offs for Manager Approval

Report Dates: 02/01/2022 - 02/28/2022

	Customer Number	Name	Description	Amount	WTCP	STCP	STXCP	GTCP	HYD DEP	DMDEP
						WATER M	SEWER M	STORMW	GARB M	
02/10/2022	5-064480-02	SPF HOLDINGS	Read/Usg Adj for 01/31/2022	.69-	-	.69-	-	-	-	-
02/10/2022	5-064480-02	SPF HOLDINGS	Read/Usg Adj for 12/31/2020	.51-	-	.51-	-	-	-	-
02/10/2022	5-064480-02	SPF HOLDINGS	Read/Usg Adj for 12/31/2021	.51-	-	.51-	-	-	-	-
02/10/2022	5-064480-02	SPF HOLDINGS	Read/Usg Adj for 11/30/2020	.34-	-	.34-	-	-	-	-
Grand Totals:				440.48-	-	293.06-	147.42-	-	-	-

Manager Approval: _____ Date: 3-02-2022 Total # of Accounts: 4

Watertown Water Dept

Transaction Allocation by Service Report - Write offs for Manager Approval

Report Dates: 03/01/2022 - 03/31/2022

Apr 01, 2022 10:43AM

	Customer Number	Name	Description	Amount	WTCP	STCP	STXCP	GTCP	HYD DEP	DMDEP
						WATER M	SEWER M	STORMW	GARB M	
03/03/2022	23-033300-02	MK CELLULAR INC	Credit SW usage for leak 11/16-12/16	157.95-	-	-	-	-	-	-
						-	157.95-	-	-	
03/03/2022	23-033300-02	MK CELLULAR INC	Credit SW usage for leak 12/16-1/16	77.22-	-	-	-	-	-	-
						-	77.22-	-	-	
03/25/2022	24-050018-00	HUNTER OAKS CONDO	PMT APPLIED TO ACCT 2405005800	.17-	-	-	-	-	-	-
						.17-	-	-	-	
Grand Totals:				235.34-	-	-	-	-	-	-
						.17-	235.17-	-	-	

Manager Approval: _____ Date: 4-01-2022 Total # of Accounts: 2

of Watertown Water Dept

Transaction Allocation by Service Report - Write offs for Manager Approval
Report Dates: 04/01/2022 - 04/30/2022

May 02, 2022 12:14PM

Date	Customer Number	Name	Description	Amount	WTCP WATER M	STCP SEWER M	STXCP STORMW	GTCP GARB M	HYD DEP	DMDEP
04/15/2022	20-035700-08	CULLY, LISHA	Write off for ch. 7 bankruptcy filed 2/22/22	88.85-	-	-	-	-	-	-
					28.57-	33.88-	9.04-	17.36-		
04/19/2022	25-050065-01	MEYER & MARY FREDRI	Read/Usg Adj for 02/15/2022	14.79-	-	-	-	-	-	-
					7.77-	7.02-	-	-		
04/19/2022	25-050065-01	MEYER & MARY FREDRI	Read/Usg Adj for 03/15/2022	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
04/19/2022	25-050065-01	MEYER & MARY FREDRI	Read/Usg Adj for 04/15/2022	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
Grand Totals:				132.88-	-	-	-	-	-	-
					51.54-	54.94-	9.04-	17.36-		

Manager Approval: Peter Wood Date: 5-03-2022 Total # of Accounts: 2

Watertown Water Dept

Transaction Allocation by Service Report - Write offs for Manager Approval
Report Dates: 05/01/2022 - 05/31/2022

	Customer Number	Name	Description	Amount	WTCP WATER M	STCP SEWER M	STXCP STORMW	GTCP GARB M	HYD DEP	DMDEP
05/13/2022	81-010491-98	DBI SERVICES	Went Out of Business	76.68-	- 76.68-	-	-	-	-	-
05/31/2022	6-052800-00	BOLGER, PAULA G	Post office returned pmt from po box 477	.73-	- .21-	- .25-	- .13-	- .14-	-	-
Grand Totals:				77.41-	- 76.89-	- .25-	- .13-	- .14-	-	-

Manager Approval: [signature] Date: 6.6-2022 Total # of Accounts: 2

of Watertown Water Dept

Transaction Allocation by Service Report - Write offs for Manager Approval
Report Dates: 06/01/2022 - 06/30/2022

Date	Customer Number	Name	Description	Amount	WTCP WATER M	STCP SEWER M	STXCP STORMW	GTCP GARB M	HYD DEP	DMDEP
06/07/2022	8-055100-00	LUTHER PREP SCHOOL	Read/Usg Adj for 05/31/2022	1,241.08-	-	-	-	-	-	-
					633.85-	607.23-	-	-		
06/13/2022	27-001100-01	GLEESING, MICHAEL & C	Sewer credit for outside watering	24.57-	-	-	-	-	-	-
					-	24.57-	-	-		
06/13/2022	16-075900-08	BUSS, ETHAN	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
06/13/2022	16-082800-02	ZIMMERMAN, DAVID	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
06/13/2022	16-089700-00	NOVENSKI, JEROME	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
06/13/2022	17-009300-03	BARNES, WILLIAM & ADE	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
06/13/2022	17-011400-04	CARPENTER, DAVE	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
06/13/2022	17-012600-00	CHRISTIAN, PAUL	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
06/13/2022	17-029400-01	HEIDEN, CODY	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
06/13/2022	17-037500-05	HIGGINS, CHARLES	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
06/13/2022	17-042300-03	JENKINS, JOSHUA & RAC	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
06/13/2022	17-042900-00	ROEHL, DONNA	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
06/13/2022	17-046500-00	JAECKEL, STEVEN	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
06/13/2022	17-046800-01	IVES, JOSHUA	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
06/13/2022	17-047100-01	KANIEWSKI-LUMBY, KRIS	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
06/13/2022	17-047700-02	LUBBEN, PATRICK	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
06/13/2022	17-048000-02	LEHMANN, JANE C	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
06/13/2022	17-051600-01	SMITH, MICHAEL & JENN	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
06/13/2022	17-052200-05	DOYLE, THOMAS & VICKI	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		

Date	Customer Number	Name	Description	Amount	WTCP WATER M	STCP SEWER M	STXCP STORMW	GTCP GARB M	HYD DEP	DMDEP
06/13/2022	17-054900-04	BYKOWSKI, STEPHANIE	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
06/13/2022	17-057900-02	ROBERTS, ETHAN/TRAC	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
06/13/2022	17-062400-13	OETKEN, LEANNA	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
06/13/2022	17-068100-09	DROSTE, NICHOLAS	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
06/13/2022	17-068700-03	WNUK, EDWIN J	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
06/13/2022	20-001800-02	RODRIGUEZ, LUIS & FRA	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
06/13/2022	20-003000-02	LOUKOTA, JOHN	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
06/13/2022	20-003300-01	LADWIG, JACOB & LAUR	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
06/13/2022	20-010200-02	VANGUNDY, CHRISTINA	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
06/13/2022	20-014100-01	RENNHACK, CHARLES D/	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
06/13/2022	20-044400-03	GOMEZ JR, BERNABE &	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
06/13/2022	20-062100-00	SCHULTZ, WYNN	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
06/13/2022	22-059100-01	BORCHARDT, JEFFREY	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
06/13/2022	22-061200-01	ZUBROD, FRAN	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
06/13/2022	22-061500-00	BOCKHORST, MARIETTA	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
06/13/2022	22-061800-00	KUMBIER, MICHAEL	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
06/13/2022	22-076800-01	BAKER, WILLIAM & JUDIT	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
06/13/2022	23-038400-06	WARREN, THOMAS	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
06/13/2022	23-065400-01	ARNETT, TONY & KATHY	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		

of Watertown Water Dept

Transaction Allocation by Service Report - Write offs for Manager Approval
Report Dates: 06/01/2022 - 06/30/2022

Date	Customer Number	Name	Description	Amount	WTCP WATER M	STCP SEWER M	STXCP STORMW	GTCP GARB M	HYD DEP	DMDEP
06/13/2022	17-066000-00	CONOVER, WILLIAM	Credit 2 units for lead & copper testing	14.62-	-	7.60-	7.02-	-	-	-
06/13/2022	17-012600-00	CHRISTIAN, PAUL	Credit 2 units for sequential sampling	14.62-	-	7.60-	7.02-	-	-	-
06/14/2022	18-033900-02	HIGGINS, WENDY	Credit extra recycle cart charge for 3/1-4/16	6.71-	-	-	-	6.71-	-	-
Grand Totals:				1,827.92-	-	922.65-	898.56-	-	6.71-	-

Manager Approval: Peter Long Date: 7-11-2022 Total # of Accounts: 40

Date	Customer Number	Name	Description	Amount	WTCP WATER M	STCP SEWER M	STXCP STORMW	GTCP GARB M	HYD DEP	DMDEP
07/26/2022	81-010001-00	STREET DEPARTMENT	Read/Usg Adj for 06/30/2022	1,180.74-	-	-	-	-	-	-
					1,180.74-	-	-	-	-	
07/13/2022	12-007200-10	LABARGE, KRISTEN	Transfer payment from 1200720011 to 1200720010	700.52-	-	-	-	-	-	-
					260.31-	277.61-	76.54-	86.06-		
07/19/2022	18-077500-01	EISENBERG, GREG	Read/Usg Adj for 06/15/2022	163.94-	-	-	-	-	-	-
					-	163.94-	-	-		
07/19/2022	18-077500-01	EISENBERG, GREG	Read/Usg Adj for 05/15/2022	162.00-	-	-	-	-	-	-
					-	162.00-	-	-		
07/07/2022	12-047700-02	CONTINENTAL INSURAN	Transfer payment from 1204800000 to 1204770002	111.47-	-	-	-	-	-	-
					111.47-	-	-	-		
07/07/2022	12-047700-02	CONTINENTAL INSURAN	Transfer payment from 1204830000 to 1204770002	96.85-	-	-	-	-	-	-
					96.85-	-	-	-		
07/18/2022	20-002700-00	UPPERMAN, RICHARD/E	Transfer payment from 200270000 to 2000270000	94.62-	-	-	-	-	-	-
					32.20-	35.82-	12.52-	14.08-		
07/21/2022	23-028558-01	KERR, WILLIAM	Stormwater adjustment for 6/15 billing	87.61-	-	-	-	-	-	-
					-	-	87.61-	-		
07/21/2022	23-028558-01	KERR, WILLIAM	Stormwater adjustment for 7/15 billing	87.61-	-	-	-	-	-	-
					-	-	87.61-	-		
07/27/2022	1-073500-07	TABOR, DANIEL	Manual adjustment to transfer partial overpymt to new	78.12-	-	-	-	-	-	-
					78.12-	-	-	-		
07/29/2022	19-027600-00	FISHER, KENNETH & CA	Reverse Water turn on fee	60.00-	-	-	-	-	-	-
					60.00-	-	-	-		
07/21/2022	23-028558-01	KERR, WILLIAM	Stormwater adjustment for 5/15 billing	58.40-	-	-	-	-	-	-
					-	-	58.40-	-		
07/08/2022	12-048300-00	WATERTOWN MEMORIAL	remove FB	37.88-	-	-	-	-	-	-
					12.47-	15.97-	9.44-	-		
07/08/2022	12-048000-00	WATERTOWN MEMORIAL	Remove FB	37.88-	-	-	-	-	-	-
					12.47-	15.97-	9.44-	-		
07/14/2022	27-001100-01	GLEESING, MICHAEL & C	Sewer credit for outside watering	31.59-	-	-	-	-	-	-
					-	31.59-	-	-		
07/12/2022	21-095250-02	HOLTHAUS, JILL	Sewer credit for power washing after main break	17.55-	-	-	-	-	-	-
					-	17.55-	-	-		
07/14/2022	23-025000-08	MATHIAS, NICK	Read/Usg Adj for 06/15/2022	17.55-	-	-	-	-	-	-
					-	17.55-	-	-		
07/27/2022	3-000600-06	HOPPE, ANDREA	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
07/27/2022	3-006000-05	BONSUTTO, AMBER	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		

Date	Customer Number	Name	Description	Amount	WTCP WATER M	STCP SEWER M	STXCP STORMW	GTCP GARB M	HYD DEP	DMDEP
07/27/2022	3-029700-00	WRIGHT, GEORGE	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
07/27/2022	3-042000-01	WOLFE/TAYLOR HOOKE	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
07/27/2022	5-014700-05	JOSE OCEGUERA, DAMI	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
07/27/2022	5-033300-00	ZOELLICK, KEVIN	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
07/27/2022	5-040800-02	RAHBERGER, COREY & T	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
07/27/2022	5-041100-02	RIEDL, VINCENT & KATH	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
07/27/2022	5-053100-00	VAN HECKE, THOMAS	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
07/27/2022	6-060000-01	MUEHLENKAMP, LANDO	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
07/27/2022	7-002100-00	STAUDE, HERBERT	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
07/27/2022	7-033600-00	BRUNNER, MICHAEL	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
07/27/2022	7-052500-02	MYHRE, SHELLEY	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
07/27/2022	8-065700-06	MIRK, WALTER & ALICE	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
07/27/2022	9-010800-05	HEPP, SHANNON	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
07/27/2022	9-063000-00	CONLEY, OLIVE	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
07/27/2022	9-063300-00	ROBERTS, EARL	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
07/27/2022	10-032700-01	RHODES, PHILIP	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
07/27/2022	11-028200-00	TYRER, GREGORY	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
07/27/2022	11-082200-00	KURER, DAVID	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
07/27/2022	12-031800-00	WERNER, PAT	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		

of Watertown Water Dept — Transaction Allocation by Service Report - Write offs for Manager Approval — Page: 3

Report Dates: 07/01/2022 - 07/31/2022 — Jan 20, 2023 11:48AM

Manager Approval: _____ Date: _____ Total # of Accounts: 40

Date	Customer Number	Name	Description	Amount	WTCP	STCP	STXCP	GTCP	HYD DEP	DMDEP
					WATER M	SEWER M	STORMW	GARB M		
07/27/2022	12-059400-01	WINTERS, JIM & KIMARA	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
07/27/2022	14-032700-01	DICK, JEFF	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
07/27/2022	11-081000-02	BEDFORD, BRYCE	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
07/27/2022	7-002100-00	STAUDE, HERBERT	Credit 2 units for sequential sampling	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
07/27/2022	9-063000-00	CONLEY, OLIVE	Credit 2 units for sequential sampling	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
07/27/2022	12-031800-00	WERNER, PAT	Credit 2 units for sequential sampling	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
07/07/2022	12-048000-00	WATERTOWN MEMORIAL	Read/Usg Adj for 06/30/2022	7.31-	-	-	-	-	-	-
					3.80-	3.51-	-	-		
07/07/2022	12-048300-00	WATERTOWN MEMORIAL	Read/Usg Adj for 06/30/2022	7.31-	-	-	-	-	-	-
					3.80-	3.51-	-	-		
07/19/2022	18-077500-01	EISENBERG, GREG	Read/Usg Adj for 12/15/2021	7.09-	-	-	-	-	-	-
					-	7.09-	-	-		
07/06/2022	14-061500-02	REESE, DANIEL	Adjust new bill for 30 days not 32	4.35-	-	-	-	-	-	-
					1.13-	1.45-	.83-	.94-		
07/19/2022	18-077500-01	EISENBERG, GREG	Read/Usg Adj for 07/15/2022	4.24-	-	-	-	-	-	-
					-	4.24-	-	-		
07/14/2022	23-025000-08	MATHIAS, NICK	Read/Usg Adj for 10/15/2021	3.51-	-	-	-	-	-	-
					-	3.51-	-	-		
07/21/2022	23-028558-01	KERR, WILLIAM	Stormwater penalty adjustment for 6/15 billing	.88-	-	-	-	-	-	-
					-	-	.88-	-		
07/27/2022	10-022630-05	BERG ENTERPRISES LL	Write off underpayment	.60-	-	-	-	-	-	-
					-	.60-	-	-		
07/21/2022	23-028558-01	KERR, WILLIAM	Stormwater penalty adjustment for 5/15 billing	.58-	-	-	-	-	-	-
					-	-	.58-	-		
07/26/2022	23-079400-00	CITY OF WATERTOWN - L	PMT APPLIED TO INCORRECT ACCT	.10-	-	-	-	-	-	-
					-	-	.10-	-		
Grand Totals:				3,455.04-	-	-	-	-	-	-
					2,058.56-	951.45-	343.95-	101.08-		

Manager Approval: Peter Hanus Date: 01-20-23 Total # of Accounts: 40

of Watertown Water Dept

Transaction Allocation by Service Report - Write offs for Manager Approval

Report Dates: 08/01/2022 - 08/31/2022

Date	Customer Number	Name	Description	Amount	WTCP WATER M	STCP SEWER M	STXCP STORMW	GTCP	HYD DEP GARB M	DMDEP
08/12/2022	25-050130-01	SCHOFFSTALL, BRIAN &	Return Extra Garbage & Recycle Carts 4/25/22	93.36-	-	-	-	-	-	-
					-	-	-		93.36-	
08/30/2022	15-054900-01	WIESNER, JOHN	Read/usage adj 7/31/2022	21.48-	-	-	-	-	-	-
					10.95-	10.53-	-		-	
08/12/2022	17-012600-00	CHRISTIAN, PAUL	Credit 2 units for sequential sampling	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-		-	
08/29/2022	7-002100-00	STAUDE, HERBERT	Credit 2 units for sequential sampling	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-		-	
08/29/2022	9-063000-00	CONLEY, OLIVE	Credit 2 units for sequential sampling	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-		-	
08/29/2022	12-031800-00	WERNER, PAT	Credit 2 units for sequential sampling	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-		-	
08/17/2022	16-069300-00	BILKE, DAVID	Write off late fee - rec'd on time but not sent over	1.01-	-	-	-	-	-	-
					.23-	.34-	.14-		.30-	
Grand Totals:				174.33-	-	-	-	-	-	-
					41.58-	38.95-	.14-		93.66-	

Manager Approval: _____ Date: 9-06-2022 Total # of Accounts: 7

of Watertown Water Dept

Transaction Allocation by Service Report - Write offs for Manager Approval
Report Dates: 09/01/2022 - 09/30/2022

Oct 03, 2022 12:03PM

Date	Customer Number	Name	Description	Amount	WTCP	STCP	STXCP	GTCP	HYD DEP	DMDEP
					WATER M	SEWER M	STORMW	GARB M		
09/20/2022	24-043670-02	QUEST, LARRY & BARB	Read/Usg Adj for 09/15/2022	133.38-	-	-	-	-	-	-
					-	133.38-	-	-		
09/20/2022	24-043670-02	QUEST, LARRY & BARB	Read/Usg Adj for 08/15/2022	126.36-	-	-	-	-	-	-
					-	126.36-	-	-		
09/20/2022	20-057300-00	NICKELS, STEVEN & SAR	Credit for damages per PH	100.00-	-	-	-	-	-	-
					-	100.00-	-	-		
09/20/2022	24-043670-02	QUEST, LARRY & BARB	Read/Usg Adj for 07/15/2022	98.28-	-	-	-	-	-	-
					-	98.28-	-	-		
09/14/2022	16-009600-07	MADSEN, MARLO	Credit 8 units for house to house hook up	58.48-	-	-	-	-	-	-
					30.40-	28.08-	-	-		
09/20/2022	24-043670-02	QUEST, LARRY & BARB	Read/Usg Adj for 06/15/2022	31.59-	-	-	-	-	-	-
					-	31.59-	-	-		
09/02/2022	23-088850-00	CITY OF WATERTOWN -	CORRECTED SU FEES FOR 18.35 ERU'S INSTEAD	5.36-	-	-	-	-	-	-
					-	-	5.36-	-		
09/30/2022	14-054300-00	WATERTOWN LODGE NO	Removed penalties due to 8/5 lost payments	3.03-	-	-	-	-	-	-
					.89-	.88-	1.26-	-		
09/08/2022	1-053400-04	TYSON & PAIGE SUMME	Removed penalties due to 8/5 lost payment	1.79-	-	-	-	-	-	-
					.62-	.68-	.23-	.26-		
09/30/2022	18-076855-01	BRAATZ, JON & DEBBIE	Removed penalties due to 8/5 lost payments	1.71-	-	-	-	-	-	-
					.08-	1.10-	.25-	.28-		
09/30/2022	3-025200-02	HERMAN, ALLEN & CHRI	Removed penalties due to 8/5 lost payments	1.11-	-	-	-	-	-	-
					.40-	.44-	.13-	.14-		
09/30/2022	6-031800-02	BUTZEN, BRIAN	Removed penalties due to 8/5 lost payments	1.10-	-	-	-	-	-	-
					.40-	.43-	.13-	.14-		
09/08/2022	20-038700-00	KLUETZMAN, JUDY	Removed penalties due to 8/5 lost payment	1.09-	-	-	-	-	-	-
					.32-	.36-	.13-	.28-		
09/30/2022	8-009300-04	STEINBERG, JASON & S	Removed penalties due to 8/5 lost payments	1.03-	-	-	-	-	-	-
					.36-	.40-	.13-	.14-		
09/08/2022	17-038400-00	EBERT, RICHARD	Removed penalties due to 8/5 lost payment	1.02-	-	-	-	-	-	-
					.36-	.39-	.13-	.14-		
09/08/2022	19-038400-02	HAENEL & GEORGIA FIEL	Removed penalties due to 8/5 lost payment	.95-	-	-	-	-	-	-
					.32-	.36-	.13-	.14-		
09/08/2022	20-058200-01	VACHAKONE, SOUANE	Removed penalties due to 8/5 lost payment	.81-	-	-	-	-	-	-
					.25-	.29-	.13-	.14-		
09/30/2022	13-026700-01	GUTZDORF, DAN	Removed penalties due to 8/5 lost payments	.81-	-	-	-	-	-	-
					.25-	.29-	.13-	.14-		
09/30/2022	11-057600-00	KREBLIN, SUE	Removed penalties due to 8/5 lost payments	.81-	-	-	-	-	-	-
					.25-	.29-	.13-	.14-		

f Watertown Water Dept

Transaction Allocation by Service Report - Write offs for Manager Approval
Report Dates: 09/01/2022 - 09/30/2022

ate	Customer Number	Name	Description	Amount	WTCP	STCP WATER M	STXCP SEWER M	GTCP STORMW	HYD DEP GARB M	DMDEP
09/30/2022	22-002100-08	KAERCHER, AMBER L	Removed penalties due to 8/5 lost payments	.76-	-	-	-	-	-	-
09/08/2022	12-006900-02	ZWIEG, RANDY	Removed penalties due to 8/5 lost payment	.73-	-	.25-	.29-	.08-	.14-	-
09/30/2022	10-039600-06	HEIDEN, AARON	Removed penalties due to 8/5 lost payments	.73-	-	.21-	.25-	.13-	.14-	-
09/30/2022	17-010200-00	DOERR, RANDY	Removed penalties due to 8/5 lost payments	.71-	-	.21-	.25-	.13-	.14-	-
09/30/2022	12-016200-00	STUEBE, EDWARD	Removed penalties due to 8/5 lost payments	.66-	-	.20-	.25-	.12-	.14-	-
09/08/2022	2-074620-05	GILBERT, MICHAEL	Removed penalties due to 8/5 lost payment	.53-	-	.17-	.22-	.13-	.14-	-
09/30/2022	2-071930-01	GREENWALD, JAMES & S	Removed penalties due to 8/5 lost payments	.36-	-	.21-	.25-	.07-	-	-
09/30/2022	12-007200-12	SCOVILLE & KELLY KARR	Removed penalties due to 8/5 lost payments	.29-	-	.09-	-	.13-	.14-	-
						.09-	.11-	.04-	.05-	
Grand Totals:				573.48-	-	-	-	-	-	-
						36.33-	525.22-	9.10-	2.83-	

Manager Approval: _____ Date: 10-4-2022 Total # of Accounts: 24

Watertown Water Dept

Transaction Allocation by Service Report - Write offs for Manager Approval
Report Dates: 10/01/2022 - 10/31/2022

Date	Customer Number	Name	Description	Amount	WTCP	STCP WATER M	STXCP SEWER M	GTCP STORMW	HYD DEP GARB M	DMDEP
10/13/2022	23-030200-01	GREATER WTTN COMMU	Removed SU billed 9/15/2022 in error	1,730.51-	-	-	-	-	-	-
						-	-	1,730.51-	-	
10/04/2022	18-027600-03	HABECK, NICOLE MARIE	Credit base fees for 1 year due to shut off & meter rem	362.16-	-	-	-	-	-	-
						100.80-	261.36-	-	-	
10/12/2022	25-061100-00	MOEN, RICHARD D	Adj sewer 80 units for leak credit	280.80-	-	-	-	-	-	-
						-	280.80-	-	-	
10/19/2022	15-054550-01	WATERTOWN % LIFEPOI	Read/Usg Adj for 09/30/2022	110.00-	-	-	-	-	-	-
						57.35-	52.65-	-	-	
10/06/2022	21-000300-00	BOHLMAN, CHARLES	Credit 18 units of sewer due to leak	63.18-	-	-	-	-	-	-
						-	63.18-	-	-	
10/12/2022	23-014395-01	GERSTNER, BRIAN & JE	Adj sewer 15 units for leak credit	52.65-	-	-	-	-	-	-
						-	52.65-	-	-	
10/11/2022	22-027320-05	RAMOS & ALONDRA PIN	Read/Usg Adj for 09/15/2022	36.55-	-	-	-	-	-	-
						19.00-	17.55-	-	-	
10/19/2022	15-053170-01	MEADE MEDICAL ASSOC	Read/Usg Adj for 09/30/2022	36.55-	-	-	-	-	-	-
						19.00-	17.55-	-	-	
10/13/2022	16-075900-08	BUSS, ETHAN	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
						7.60-	7.02-	-	-	
10/13/2022	16-081300-00	DOWD, ROBERT & JULIA	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
						7.60-	7.02-	-	-	
10/13/2022	16-082800-02	ZIMMERMAN, DAVID	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
						7.60-	7.02-	-	-	
10/13/2022	16-089700-00	NOVENSKI, JEROME	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
						7.60-	7.02-	-	-	
10/13/2022	17-009300-03	BARNES, WILLIAM & ADE	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
						7.60-	7.02-	-	-	
10/13/2022	17-011400-04	CARPENTER, DAVE	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
						7.60-	7.02-	-	-	
10/13/2022	17-012600-00	CHRISTIAN, PAUL	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
						7.60-	7.02-	-	-	
10/13/2022	17-029400-01	HEIDEN, CODY	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
						7.60-	7.02-	-	-	
10/13/2022	17-037500-05	HIGGINS, CHARLES	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
						7.60-	7.02-	-	-	
10/13/2022	17-038400-00	EBERT, RICHARD	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
						7.60-	7.02-	-	-	
10/13/2022	17-042300-03	JENKINS, JOSHUA & RAC	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
						7.60-	7.02-	-	-	

Date	Customer Number	Name	Description	Amount	WTCP WATER M	STCP SEWER M	STXCP STORMW	GTCP GARB M	HYD DEP	DMDEP
10/13/2022	17-042900-00	ROEHL, DONNA	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
10/13/2022	17-046500-00	JAECKEL, STEVEN	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
10/13/2022	17-047700-02	LUBBEN, PATRICK	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
10/13/2022	17-048000-02	LEHMANN, JANE C	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
10/13/2022	17-048900-01	HAUGLIE, CHRISTOPHER	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
10/13/2022	17-051600-01	SMITH, MICHAEL & JENN	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
10/13/2022	17-052200-05	DOYLE, THOMAS & VICKI	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
10/13/2022	17-054900-04	BYKOWSKI, STEPHANIE	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
10/13/2022	17-057900-02	ROBERTS, ETHAN/TRAC	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
10/13/2022	17-062400-13	OETKEN, LEANNA	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
10/13/2022	17-066000-00	CONOVER, WILLIAM	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
10/13/2022	17-068100-09	DROSTE, NICHOLAS	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
10/13/2022	17-068700-03	WNUK, EDWIN J	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
10/13/2022	19-060600-00	OESTREICH, CARLA RAE	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
10/13/2022	20-001800-02	RODRIGUEZ, LUIS & FRA	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
10/13/2022	20-003000-03	DWYER, IAN	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
10/13/2022	20-003300-02	CHRISTENSEN, JESSICA	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
10/13/2022	20-009000-01	LUETZOW, JOHN	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
10/13/2022	20-010200-02	VANGUNDY, CHRISTINA	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		

ate	Customer Number	Name	Description	Amount	WTCP	STCP	STXCP	GTCP	HYD DEP	DMDEP
					WATER M	SEWER M	STORMW	GARB M		
10/13/2022	20-011100-01	SAMPON & LAURRAINE V	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
10/13/2022	20-014100-01	RENNHACK, CHARLES D/	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
10/13/2022	20-044400-03	GOMEZ JR, BERNABE &	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
10/13/2022	22-059100-01	BORCHARDT, JEFFREY	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
10/13/2022	22-061500-00	BOCKHORST, MARIETTA	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
10/13/2022	22-076800-01	BAKER, WILLIAM & JUDIT	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
10/13/2022	23-038400-06	WARREN, THOMAS	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
10/13/2022	23-065400-01	ARNETT, TONY & KATHY	Credit 2 units for lead & copper testing	14.62-	-	-	-	-	-	-
					7.60-	7.02-	-	-		
10/13/2022	23-029780-01	GREATER WTTN COMMU	Removed SU billed 9/15/2022 in error	14.51-	-	-	-	-	-	-
					-	-	14.51-	-		
10/27/2022	8-013500-00	CITY OF WATERTOWN - P	Read/Usg Adj for 09/30/2022	7.60-	-	-	-	-	-	-
					7.60-	-	-	-		
10/21/2022	25-002300-01	NAATZ, STEVE/JODY	Removed penalties due to 8/5 lost payment	1.88-	-	-	-	-	-	-
					.61-	.73-	.26-	.28-		
10/12/2022	22-023334-11	CIRILLO, DOMINIC	Write off underpayment	.03-	-	-	-	-	-	-
					.01-	-	.01-	.01-		
Grand Totals:				3,251.98-	-	-	-	-	-	-
					493.17-	1,013.23-	1,745.29-	.29-		

Manager Approval: _____ Date: 11-02-22 Total # of Accounts: 50

of Watertown Water Dept

Transaction Allocation by Service Report - Write offs for Manager Approval
Report Dates: 11/01/2022 - 11/30/2022

Date	Customer Number	Name	Description	Amount	WTCP WATER M	STCP SEWER M	STXCP STORMW	GTCP GARB M	HYD DEP	DMDEP
11/21/2022	23-033000-03	STORAGE WORLD OF W	Manual adjustment to transfer 10/6 pmt from 23033800	1,420.66-	-	-	-	-	-	-
11/21/2022	23-033000-03	STORAGE WORLD OF W	Transfer payment from 2303380002 to 2303300003	1,420.66-	147.00-	46.03-	1,227.63-	-	-	-
11/23/2022	17-031500-05	PERALES, MELANIE	TRANSFER 10% LATE FEE TO REGULAR BALANCE	120.09-	147.00-	46.03-	1,227.63-	-	-	-
11/15/2022	1-056400-06	MONTERREY, JORGE	Transfer from 1-057200-02	87.78-	41.04-	47.64-	14.78-	16.63-	-	-
11/14/2022	21-091800-00	ROELL, DONALD	Credit DM usage (2014-2@2.79, 2015-12@3.01 @ 20	61.20-	-	-	-	-	-	-
11/14/2022	16-057601-24	DEWITT, JEFF	Adj sewer 16 units for leak credit	56.16-	22.73-	29.53-	35.52-	-	-	-
11/23/2022	5-046800-05	BERGUM, NICOLAS & SH	TRANSFER DM DEPOSIT CREDIT TO WATER	55.00-	-	61.20-	-	-	-	-
11/14/2022	22-061200-01	ZUBROD, FRAN	Credit 2 units for lead & copper testing	14.62-	-	56.16-	-	-	-	-
11/14/2022	22-061800-00	KUMBIER, MICHAEL	Credit 2 units for lead & copper testing	14.62-	55.00-	-	-	-	-	-
11/28/2022	4-021900-03	OLSEN, TERRA	Credit 1 unit for running water 10/25-10/27	7.31-	7.60-	7.02-	-	-	-	-
11/23/2022	5-053700-14	BIDWILL, RAYMONE	Write off final bill balance less than $10	4.96-	7.60-	7.02-	-	-	-	-
11/23/2022	12-032100-05	WINDL, TERRA %OROZC	Write off final bill balance less than $10	3.35-	3.80-	3.51-	-	-	-	-
11/23/2022	22-024900-04	SCHMIDT, CHARLES	Write off final bill balance less than $10	3.06-	1.56-	1.84-	.74-	.82-	-	-
11/23/2022	23-048600-11	SCHEIBER, JOE & NICK	Write off final bill balance less than $10	3.02-	-	3.35-	-	-	-	-
11/23/2022	14-045150-13	LAGOS, JACKSON J	Write off final bill balance less than $10	2.90-	-	3.06-	-	-	-	-
11/23/2022	22-027430-25	ALEXANDER, JEFFREY	Write off final bill balance less than $10	2.65-	.91-	1.12-	.34-	.65-	-	-
11/23/2022	9-048650-08	FELIZ PAULINO, CASSAN	Write off final bill balance less than $10	2.32-	1.23-	1.26-	.14-	.27-	-	-
11/23/2022	23-040250-03	SCHIEBLE, RYAN	Write off final bill balance less than $10	1.94-	-	2.65-	-	-	-	-
11/23/2022	2-065700-04	STEVENS, DAN	Write off final bill balance less than $10	1.94-	1.02-	1.11-	.19-	-	-	-
					-	1.94-	-	-	-	-
					.62-	.75-	.27-	.30-		

Date	Customer Number	Name	Description	Amount	WTCP	STCP	STXCP	GTCP	HYD DEP	DMDEP
					WATER M	SEWER M	STORMW	GARB M		
11/23/2022	23-030700-03	ABLELIGHT MATERIALS	Write off final bill balance less than $10	1.92-	-	-	-	-	-	-
						.49-	.67-	.32-	.44-	
11/23/2022	23-039600-13	EVANS, DESTANIE%JCH	Write off final bill balance less than $10	1.62-	-	-	-	-	-	-
						.47-	.60-	.19-	.36-	
11/23/2022	19-052900-09	DEERFIELD PROPERTIE	Write off final bill balance less than $10	1.55-	-	-	-	-	-	-
						.26-	.97-	.11-	.21-	
11/23/2022	9-075260-02	RILEY, SCOTT	Write off final bill balance less than $10	1.48-	-	-	-	-	-	-
						.58-	.64-	.12-	.14-	
11/23/2022	8-068100-00	WEAVER, RICHARD	Write off final bill balance less than $10	1.47-	-	-	-	-	-	-
						.44-	.52-	.24-	.27-	
11/23/2022	6-029700-01	GBALA, DESWIN & ANGI	Write off final bill balance less than $10	1.39-	-	-	-	-	-	-
						.48-	.57-	.16-	.18-	
11/23/2022	23-030800-00	ABLELIGHT	Write off final bill balance less than $10	1.27-	-	-	-	-	-	-
						.32-	.44-	.22-	.29-	
11/23/2022	4-026120-07	DAANE, STEVEN	Write off final bill balance less than $10	1.24-	-	-	-	-	-	-
						-	1.24-	-	-	
11/23/2022	16-031200-00	JP MORGAN CHASE NA	Write off final bill balance less than $10	1.15-	-	-	-	-	-	-
						-	1.15-	-	-	
11/23/2022	17-047400-00	WINCELL, WENDY	Write off final bill balance less than $10	1.06-	-	-	-	-	-	-
						.27-	-	.36-	.43-	
11/23/2022	2-071180-20	FLOYD & VALERIA FRAU	Write off final bill balance less than $10	1.06-	-	-	-	-	-	-
						.48-	.51-	.07-	-	
11/23/2022	24-045270-02	THIEL, KENNETH & LISA	TRANSFER DM DEPOSIT CREDIT TO WATER	.01-	-	-	-	-	-	-
						.01-	-	-	-	
11/23/2022	23-013390-01	PLISKA, NATHAN & WEN	TRANSFER DM DEPOSIT CREDIT TO WATER	.01-	-	-	-	-	-	-
						.01-	-	-	-	
Grand Totals:				3,299.47-	41.04-	47.64-	14.78-	16.63-	-	-
					399.88-	280.89-	2,494.25-	4.36-		

Manager Approval: Peter Dartz Date: 12-01-22 Total # of Accounts: 31

Watertown Water Dept — Transaction Allocation by Service Report - Write offs for Manager Approval — Page: 1

Report Dates: 12/01/2022 - 12/31/2022 — Jan 03, 2023 12:36PM

Manager Approval: _____ Date: _____ Total # of Accounts: 30

	Customer Number	Name	Description	Amount	WTCP	STCP WATER M	STXCP SEWER M	GTCP STORMW	HYD DEP GARB M	DMDEP
12/15/2022	2-071940-00	STRASESKE, SHANE	Adj s impact fee over billed	266.71-	-	-	-	-	-	-
12/07/2022	20-075600-02	KRUESEL, MARY	Read/Usg Adj for 11/15/2022	123.67-	-	- 266.71-	-	-	-	-
12/20/2022	22-093300-00	ABEL, RONALD	Transfer payment from 2209300000 to 2209330000	87.31-	-	64.00- -	59.67- -	-	-	-
12/27/2022	5-066300-02	ALLIES PROPERTIES CO	Sewer credit of 11 units based on 7 unit average	38.61-	-	27.81- -	32.63- -	12.65-	14.22-	-
12/05/2022	14-071100-00	CITY OF WATERTOWN - P	Read/Usg Adj for 09/30/2022	29.20-	-	- -	38.61- -	-	-	-
12/22/2022	3-000600-06	HOPPE, ANDREA	Credit 2 units for lead & copper testing	14.62-	-	29.20- -	- -	-	-	-
12/22/2022	3-006000-05	BONSUTTO, AMBER	Credit 2 units for lead & copper testing	14.62-	-	7.60- -	7.02- -	-	-	-
12/22/2022	3-029700-00	WRIGHT, GEORGE	Credit 2 units for lead & copper testing	14.62-	-	7.60- -	7.02- -	-	-	-
12/22/2022	5-033300-00	ZOELLICK, KEVIN	Credit 2 units for lead & copper testing	14.62-	-	7.60- -	7.02- -	-	-	-
12/22/2022	5-040800-02	RAHBERGER, COREY & T	Credit 2 units for lead & copper testing	14.62-	-	7.60- -	7.02- -	-	-	-
12/22/2022	5-041100-02	RIEDL, VINCENT & KATH	Credit 2 units for lead & copper testing	14.62-	-	7.60- -	7.02- -	-	-	-
12/22/2022	5-053100-00	VAN HECKE, THOMAS	Credit 2 units for lead & copper testing	14.62-	-	7.60- -	7.02- -	-	-	-
12/22/2022	7-002100-00	STAUDE, HERBERT	Credit 2 units for lead & copper testing	14.62-	-	7.60- -	7.02- -	-	-	-
12/22/2022	7-032400-05	PARDE, JASON	Credit 2 units for lead & copper testing	14.62-	-	7.60- -	7.02- -	-	-	-
12/22/2022	7-033600-00	BRUNNER, MICHAEL	Credit 2 units for lead & copper testing	14.62-	-	7.60- -	7.02- -	-	-	-
12/22/2022	7-052500-02	MYHRE, SHELLEY	Credit 2 units for lead & copper testing	14.62-	-	7.60- -	7.02- -	-	-	-
12/22/2022	7-054600-02	WENDT, MATTHEW & KAT	Credit 2 units for lead & copper testing	14.62-	-	7.60- -	7.02- -	-	-	-
12/22/2022	9-010800-05	HEPP, SHANNON	Credit 2 units for lead & copper testing	14.62-	-	7.60- -	7.02- -	-	-	-
12/22/2022	9-063000-00	CONLEY, OLIVE	Credit 2 units for lead & copper testing	14.62-	-	7.60- -	7.02- -	-	-	-

ity of Watertown Water Dept

Transaction Allocation by Service Report - Write offs for Manager Approval
Report Dates: 12/01/2022 - 12/31/2022

Jan 03, 2023 12:36PM

Date	Customer Number	Name	Description	Amount	WTCP	STCP WATER M	STXCP SEWER M	GTCP STORMW	HYD DEP GARB M	DMDEP
12/22/2022	9-063300-00	ROBERTS, EARL	Credit 2 units for lead & copper testing	14.62-	-	7.60-	7.02-	-	-	-
12/22/2022	10-032700-01	RHODES, PHILIP	Credit 2 units for lead & copper testing	14.62-	-	7.60-	7.02-	-	-	-
12/22/2022	11-028200-00	TYRER, GREGORY	Credit 2 units for lead & copper testing	14.62-	-	7.60-	7.02-	-	-	-
12/22/2022	11-082200-00	KURER, DAVID	Credit 2 units for lead & copper testing	14.62-	-	7.60-	7.02-	-	-	-
12/22/2022	12-031800-00	WERNER, PAT	Credit 2 units for lead & copper testing	14.62-	-	7.60-	7.02-	-	-	-
12/22/2022	12-059400-01	WINTERS, JIM & KIMARA	Credit 2 units for lead & copper testing	14.62-	-	7.60-	7.02-	-	-	-
12/22/2022	14-032700-01	DICK, JEFF	Credit 2 units for lead & copper testing	14.62-	-	7.60-	7.02-	-	-	-
12/28/2022	5-063300-01	RT INVESTMENTS LLC	Sewer credit of 2.56 units for leak repair	8.99-	-	-	8.99-	-	-	-
12/22/2022	14-054053-00	WATERTOWN PARK APT	Manual adjustment to move credit from account 14-05	3.13-	-	3.13-	-	-	-	-
12/20/2022	22-093300-00	ABEL, RONALD	Remove penalties from pymt applied to wrong acct	.87-	-	.28-	.32-	.13-	.14-	-
12/13/2022	16-054300-08	JOHNSON, RODNEY & DI	Write off penalites	.66-	-	.17-	.26-	.11-	.12-	-
12/13/2022	18-027600-03	HABECK, NICOLE MARIE	Write off overpayment	.35-	-	.10-	.01-	.09-	.15-	-
Grand Totals:				866.52-	-	284.29-	554.62-	12.98-	14.63-	-

Manager Approval: _____ Date: 01-04-2023 Total # of Accounts: 30

THE CITY OF WATERTOWN
Opportunity runs through it.

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

To: Chairman Wetzel and members of the Public Works Commission February 22, 2023
From: Peter Hartz – Water Systems Manager
Re: February 28, 2023, Public Works Commission agenda items

Water Systems:

1. Review and approve 2022 Water bill write-offs of 'dead' accounts to the respective property tax bill. (Comprised of unpaid charges for water, sewer, garbage, and stormwater)

   As required by the auditing firm for the Water & Wastewater Departments, this is an annual item for the Public Works Committee to review for accounting and bookkeeping. Most of these 'write-offs' are for property owners with unpaid balances at the end of November of the previous year. These unpaid balances are 'written off' from the utility bills and placed on the property tax bill for collection by the City of Watertown. 2022 total is $32,456.73 which is comprised of 242 separate accounts.

2. Review and approve entering into a professional services agreement with Applied Technologies for $53,000 related to the ultraviolet equipment upgrade project.

   We solicited 3 engineering firms (all of whom have worked for Watertown in the past) for a services proposal with a defined scope of work to include, equipment review, final design, preparation of construction drawings & plans (including mechanical and electrical), a final set of drawings and plans, bidding, and construction support services, and DNR plan review submittal if deemed necessary. We received 2 proposals with 1 firm having interest but not time to take on a project such as this one.

   Applied Technologies – $53,000, Symbiont / Mead – Hunt – $76,790, & Strand declined the project but mentioned they would be in the neighborhood of $55 - $65K so mid-range of the two proposals we received. I recommend we enter into an agreement with Applied Technologies.

3. Review and approve entering into a professional services agreement with VMC Inc. for $8,200 for a new cellular upgrade project with AT&T at the O'Connell water tower.

   Each cellular upgrade project is unique, and we have a new upgrade project proposed by AT&T. It is appropriate to enter into a new agreement for services. There have been changes with the staff at SEH since our last service agreement, so I was able to get another quote from the previous project manager who is with a new company that provides the same level of service we have received historically from our previous consulting firm. VMC quoted $8,200, and SEH quoted $10,450 for cellular support services. I recommend we work with the previous project manager at VMC for the AT&T project. SEH is still working on the T-Mobile / Spring projects so still involved with Watertown. All the associated expenses are reimbursable to the Water Department from the cellular company per the terms of the respective leases.

4. Review and approve entering into a professional services agreement with Mead–Hunt for the Informational System (GIS) annual asset mapping conducted each year on an as-needed basis.

   Since the inception of the GIS mapping database in 2014 the water and wastewater divisions have utilized Symbiont Engineering for support and updates to the geodatabase used for all our assets in the city. Symbiont merged with Mead-Hunt and continues to provide as-needed support to the water and wastewater divisions keeping the database updated with changes made. We have most everything included in our GIS database, water and sewer mains, valves, hydrants, water services, service lines, sanitary manholes, sanitary laterals, private mains and hydrants, water meters, inspection records, and many other layers of data sets.

   The GIS database is also used by multiple departments on an annual basis; Examples of additional datasets in the geodatabase include: street signs, brush routes, sanitation routes, recycle routes, police districts, fire districts, property parcel data, aldermanic districts/wards, sidewalks, truck routes, floodplains, neighborhood watch areas, parks, wetlands, schools, section corners, topographic, zoning, building and sub-divisions, TID districts, engineering files, planning land uses – to name a few.

5. Review and update Review and discuss the completion of the corrosion control treatment study report.

   On July 29, 2021, the Wisconsin Department of Natural Resources (WDNR) required that the City of Watertown conduct a Corrosion Control Treatment (CCT) Study. The requirement for the CCT Study was the result of a 2020 Lead Action Level Exceedance (ALE) in our water quality testing of the distribution system.

   CCT Studies are used by WDNR to review the existing water distribution system and evaluate the alternatives recommended for the treatment of corroding lead and copper lines. This study was time-consuming and expensive (>$80,000) for the Water Department. The CCT Study reviewed the use of 2 different mixtures of blended poly orthophosphates, commonly used to prevent the corrosion of lead and copper into drinking water by sequestering iron and manganese and depositing as a scale on the interior of the pipes, resulting in a reduction in soluble lead in water.

   During the time frame of the CCT Study (late 2020 to late 2022) Watertown Water Department was granted permission to discontinue adding sodium hydroxide (the CCT in use since the mid-1990s) to raise the pH of the water as that was ineffective in raising the pH levels to reduce lead corrosion into the drinking water as Watertown uses air strippers that effectively raise the raw water pH already rendering the sodium hydroxide useless for the intended purpose. Additional water sampling conducted after we discontinued using the sodium hydroxide showed water samples were under the lead action level. Those results were reviewed by WDNR and as of December 9, 2022, WDNR confirmed that we no longer had to complete the CCT Study that we started 2 years prior to the end of the last round of water sampling as we were no longer exceeding the lead action level.

   We chose to finish the CCT Study as we were nearly complete and would have to start over from scratch if we were to exceed the lead action level again, completion of the report allows us to move forward without repeating the time-consuming and expensive study.

   The recommendations of the CCT Study determined that Watertown should continue replacing the lead services lines and the most cost-effective CCT will be the complete removal of all known lead water service lines from the distribution system. A copy of the report is included for review.

Sincerely,
Peter Hartz

Water Systems Manger

Applied Technologies
Engineers - Architects

Applied Technologies, Inc.
13400 Bishops Lane
Brookfield, Wisconsin 53005
Telephone 262-784-7690
www.ati-ae.com

January 26, 2023

Clear Thinking

Mr. Peter Hartz
City of Watertown Wastewater Treatment Plant
800 Hoffmann Drive
Watertown, WI 53094

Subject: Engineering Services
Ultraviolet Disinfection System Replacement

Dear Pete:

Applied Technologies (ATI) is pleased to present this proposal for engineering services related to the replacement of the wastewater treatment plant's ultraviolet (UV) disinfection system.

PROJECT UNDERSTANDING

The City of Watertown Wastewater Treatment Plant (WWTP) disinfects the plant effluent using a Trojan Technologies UV 4000 system. The UV system was installed during the 2004 WWTP construction project. Recently, Trojan informed the City that support for the UV 4000 system would be discontinued starting in Fall 2022. The system has also been experiencing intermittent operational and controls issues. For these reasons, the City has elected to upgrade the UV disinfection system. The City will purchase a UV system, and furnish the equipment to a City selected contractor for installation.

SCOPE OF WORK

The proposed scope of services for this project includes completion of contract documents; specific tasks are described below.

Design Services

1. Conduct a kickoff meeting and site visit with City staff to review the proposed project scope and schedule and discuss project design issues. Prepare minutes of the meeting and distribute to all attendees.
2. Complete a technology evaluation for high flow capacity, wastewater UV systems, and make a recommendation for the system selection.
3. Assist the City with issuing an RFP for equipment purchase based on updated design requirements.

4. Revise the WWTP's hydraulic profile based on the new UV system's hydraulic requirements.
5. Prepare construction drawings for the UV system replacement, including removal, mechanical, electrical, structural, and instrumentation and controls work. The drawings will show the general scope, extent, and character of the work to be performed by a Contractor; a preliminary drawing list is attached to this proposal. Specifications for the work will be included on the drawings.
6. Submit drawings and a construction cost estimate at the 90% completion point to the City for review, and conduct a virtual meeting with City staff obtain review comments.
7. Revise the drawings based on comments received from City staff and submit the final drawings to the City.
8. Prepare an application and submit to the WDNR for review and approval of the project. Prepare responses to any comments from the WDNR.

Construction Services

1. Make four site visits to the project site to observe the progress and quality of the work and to determine if the work is proceeding in accordance with the intent of the Contract Documents.
2. Review shop drawings, diagrams, catalog data, schedules, the results of test and inspections, and other data for the replacement UV equipment.
3. Provide technical clarifications and interpretations of the Contract Documents and evaluate requested deviations.
4. Authorize minor variations in the work from the requirements of the Contract Documents that do not involve an adjustment in the contract price or contract time and are consistent with the overall intent of the Contract Documents.
5. Assist the City in negotiating with the Contractor the scope and cost of any necessary modifications to the contract. The City will incorporate the contract modification requests into change orders.
6. Assist the City in startup of the new facilities. Coordinate with the Contractor and equipment suppliers.

ENGINEERING BUDGET

Based on the tasks identified in the Scope of Work, we estimate the engineering budget for the project to be $53,000, as shown in the attached table. This budget includes our labor hours and expenses. We will perform the scope of work on a lump sum basis with monthly invoices based upon the estimated percentage complete during the time period. We will not exceed the budget without your written authorization.

UV Replacement
Watertown
Engineering Services for Design and Construction
January 26, 2023

NO.	TASK / ACTIVITY	PRINCIPAL QUALITY CONTROL	PROJECT MANAGER	PROCESS ENGINEER	ELECTRICAL ENGINEER	STRUCTURAL ENGINEER	I & C ENGINEER	TECH	CLERICAL	LABOR HOURS	LABOR COST	EXPENSES	TOTAL COST	BASIS OF ESTIMATE
	PROJECT MANAGEMENT													
1	Project Management / QC	0	32	0	0	0	0	0	0	32	$ 5,184	$ -	$ 5,184	
	TOTAL	0	32	0	0	0	0	0	0	**32**	**$ 5,184**	**$ -**	**$ 5,184**	
	DESIGN SERVICES													
1	Site visits / meetings	0	4	6	0	0	0	0	0	10	$ 1,416	$ 100	$ 1,516	1 site visit
2	Technology Evaluation	0	4	8	0	0	0	0	0	12	$ 1,672	$ -	$ 1,672	
3	Hydraulic Profile	0	2	4	0	0	0	0	0	6	$ 836	$ -	$ 836	
4	Cost Estimate	0	2	2	0	0	0	0	0	4	$ 580	$ -	$ 580	
5	Develop contract documents	0	8	56	60	12	8	48	4	196	$ 29,560	$ -	$ 29,560	Drawing list
6	Submit contract documents to the WDNR	0	4	2	0	0	0	0	2	8	$ 1,060	$ -	$ 1,060	
	TOTAL	0	24	78	60	12	8	48	6	**228**	**$ 35,124**	**$ 100**	**$ 35,224**	
	CONSTRUCTION RELATED SERVICES													
1	Site visits / meetings	0	4	12	4	0	0	0	0	20	$ 2,936	$ 416	$ 3,352	4 site visits total
2	Submittal review	0	2	8	8	0	2	0	0	20	$ 3,152	$ -	$ 3,152	
3	Contract administration	0	4	8	12	0	2	0	0	26	$ 4,228	$ -	$ 4,228	
4	Startup Services	0	2	12	0	0	0	0	0	14	$ 1,860	$ -	$ 1,860	
	TOTAL	0	12	40	24	0	4	0	0	**80**	**$ 12,176**	**$ 416**	**$ 12,592**	
	LABOR HOURS	0	68	118	84	12	12	48	6	340				
	2023 Average Rates	$ 198	$ 162	$ 128	$ 188	$ 172	$ 150	$ 130	$ 78					
	TOTAL COST	$0	$11,016	$15,104	$15,792	$2,064	$1,800	$6,240	$468		**$ 52,484**	**$ 516**	**$ 53,000**	

TABLE 1

PRELIMINARY DRAWING LIST

Watertown UV Disinfection System Replacement

NO.	DRWG	SCALE	TITLE
GROUP 01 - GENERAL			
1	01-G-1	-	Title Sheet/Project Location
2	01-G-2	-	Index to Drawings
3	01-G-3	-	Abbreviations and Detail Legend
4	01-G-4	-	Civil Legend
5	01-G-5	-	HVAC, Plumbing & Architectural Legend
6	01-G-6	-	Mechanical Legend
7	01-G-7	-	Electrical Legend
8	01-G-8	-	Instrumentation & Control Legend
9	01-G-9	-	Instrumentation & Control Legend
GROUP 60 - SECONDARY BUILDING MODIFICATIONS			
10	60-R-1	1/4"	Removal Plan
11	60-SM-1	1/4"	Structural/Mechanical Plan
12	60-SM-2	1/4"	Structural/Mechanical Section and Details
13	60-E-1	1/4"	Electrical Power Plan
14	60-E-2	-	Electrical One-Line
GROUP 90 - INSTRUMENTATION AND CONTROL			
15	90-I-1	-	UV Disinfection
GROUP 99 - STANDARD DETAILS			
16	99-M-1	-	Structural/Mechanical Standard Details
17	99-E-1	-	Electrical Standard Details

17 Total Drawings

Legend

A	Architectural	I	Instrumentation & Control
C	Civil	M	Mechanical (Process)
E	Electrical	P	Plumbing
G	General	S	Structural
H	HVAC		

Please contact us with any questions regarding this proposal. Thank you for the opportunity to continue our partnership with the City of Watertown.

Best regards,
Applied Technologies, Inc.

Kathleen Hassing, P.E.
Project Manager

William A. Ericson, P.E.
Vice-President

City of Watertown
Ultraviolet Disinfection System Replacement

Accepted by:

Owner: _____

By (Signed): _____

By (Print): _____

Title: _____

Date: _____

Symbiont Science, Engineering and Construction, Inc.
6737 West Washington Street Suite 3500
Milwaukee, WI 53214-5647

T 800.748.7423

symbiontengineer.com

SYMBIONT
A Mead & Hunt Company

October 24, 2022

Mr. Pete Hartz
Water Systems Manager
City of Watertown
800 Hoffmann Drive
Watertown, WI 53094

RE: Proposal for Final Design and Engineering Services
For Installation of Improvements to the Existing UV Disinfection System
City of Watertown, Wisconsin | Wastewater Treatment Plant
Symbiont Proposal No. M4666751-222867.01 – Revision 1

Dear Mr. Hartz,

Symbiont Science, Engineering and Construction, Inc., a Mead & Hunt Company, (Symbiont) is pleased to present this revised proposal to the City of Watertown, Wisconsin (City) for final design and engineering services during installation of the upgrades to the existing ultraviolet (UV) disinfection system at the City's wastewater treatment plant (WWTP). This proposal was prepared in response to the City's emails dated August 17, 2022, and October 10, 2022.

For ease of review, this proposal is divided into several sections including Project Understanding/Background, Scope of Work, Assumption and Exclusions, Project Schedule, and Compensation.

PROJECT **UNDERSTANDING/BACKGROUND**

The City owns and operates a municipal WWTP that utilizes a UV disinfection system to meet its disinfection permit requirements.

The City learned in the summer of 2022 that components for the existing UV disinfection system will no longer be available for purchase from the manufacturer. The City is concerned that over time the UV system will require replacement parts that are not available. As a result, the City wants to replace the existing disinfection system with a system that is supported by a manufacturer.

SCOPE OF **WORK**

Symbiont proposes the following Scope of Work to complete this project.

Task 1 | Equipment Review

The City has received proposals from several UV disinfection system equipment suppliers. Symbiont will perform a review of the proposals received along with potentially obtaining proposals from other equipment suppliers. Symbiont will summarize the advantages and disadvantages of each

equipment option along with a summary of any physical changes to the disinfection channel that are needed. Symbiont will prepare a decision/ranking matrix that will evaluate each equipment option based on criteria that are established by the City. It is anticipated that criteria such as capital cost, operating cost (energy and labor), lamp life expectancy, warranty, number of installations, parts availability, lamp replacement cost, and local support/parts availability will be used in the decision/ranking matrix. The decision matrix, in combination with the equipment summary, will be presented to the City through an on-site workshop to make a selection of the best UV disinfection system technology for the City.

Deliverable:

- Equipment summary
- Decision matrix
- Workshop notes

Task 2 | Final Design

Symbiont will proceed with preparing construction plans for the UV disinfection system selected by the City in Task 1. Final design will include the following:

- Draft request for quotation for the new UV disinfection system to be purchased by the City.
- Demolition specifications for removing the existing UV system.
- Drawings that illustrate modifications of the existing effluent channel to accommodate the new UV system equipment. The modification description will also include information on bypass pumping and piping that may be needed.
- Drawings that illustrate modifications of electrical power supply and controls for the new UV system equipment.

The final plan set for the UV equipment is expected to include:

- Title sheet/project location/owner address
- Drawing index
- Standard details
- One demolition/removal drawing
- One plan view drawing showing the UV system equipment and channel structural/mechanical modifications
- One elevation drawing including section views of UV system equipment and channel structural/mechanical modifications
- A modified one-line drawing depicting the electrical connections for the new UV system equipment
- One electrical drawing showing power feed connections
- One Instrumentation drawing showing control signals

It is not known if this project will require Wisconsin Department of Natural Resources (WDNR) review and approval. Symbiont has included time to prepare a design report and will complete form 3400-205, if WDNR approval is needed. The design report and plans will be stamped by a professional engineer licensed in the State of Wisconsin if required.

Task 3 | Bidding and Construction Support Services (Equipment Installation)

Symbiont bidding services will include the following items:

- Prepare a request for quotation (RFQ) to be sent to the selected UV system equipment supplier. The RFQ will confirm the design conditions, site conditions, and control requirements. Contract terms and conditions and other administrative documents to be included with the RFP will be provided by the City. Symbiont will be responsible for sending the RFP to the supplier via email.
- Answer equipment supplier or distributors questions, as necessary.
- Receive and review the final equipment proposal from the UV system supplier to ensure it conforms to the project requirements.

Symbiont services during installation will include the following tasks:

- Shop drawing review for the UV equipment.
- Clarifications and interpretations of drawings.
- Coordination with supplier and contractors for delivery, execution, construction schedule and coordination of trades (mechanical and electrical).
- Weekly site visits during UV system equipment installation based on a 4-week demolition and installation schedule.
- Four additional 1/2-day site visits to be scheduled as needed.
- Programming for the new UV system equipment.
- Startup services for the new UV system equipment.
- An electronic operations and maintenance (O&M) manual that includes vendor information for the new UV system equipment. The O&M manual is limited to the items included as part of this project.

Additional site visits or support services are available on a time and expense basis.

Task 4 | Potential Incentive Rebates

There is an opportunity for the new UV equipment to require less power than the existing UV equipment. Symbiont has included 10 hours to prepare the necessary submittal to Focus on Energy (FOE) for an energy reduction incentive rebate. Symbiont will prepare, if necessary, a summary report using information collected during the submittal process.

| ASSUMPTIONS AND **EXCLUSIONS**

Assumptions

In the development of our proposed scope of services, level of effort, and schedule, Symbiont has made the following assumptions:

- The City will contract directly with the UV system equipment supplier and contractors for the installation designed by Symbiont.
- All I/O checkout and functional performance testing to be provided by the installing contractors or the equipment supplier.

- The City will draft the front end contract documents and advertising/bidding forms (if necessary) that will incorporate the design drawings and existing system modification descriptions provided to the City.

Exclusions

The following exclusions apply to this proposal and are not included in the project cost:

- This proposal does not include costs for design of any plumbing, fire protection, HVAC, or other building utility modifications.
- This proposal does not include costs for any equipment controls, programming, or human machine interface (HMI) modifications beyond connecting the UV system equipment to the existing control system. This proposal also does not include costs for any plan review, permitting, equipment, or construction.
- Symbiont has not included purchasing any I/O cards or other components of the control system that may be needed. As part of the final design, Symbiont will identify what control system components will be needed and will assist the City with procurement.
- Symbiont has not included preparing an equipment specification binder for this project. Symbiont has not included preparation of front-end documents, contract terms and conditions or other administrative documents, and assumes the City will coordinate these with the selected equipment supplier.

PROJECT **SCHEDULE**

The coronavirus has created considerable uncertainty with respect to business as usual. Under normal circumstances, Symbiont would propose the following schedule for implementing this project. Significant business interruptions by the coronavirus may require the schedule to be extended. Symbiont will promptly communicate any delays due to the coronavirus as soon as they are foreseeable. Although Symbiont has no way of knowing the future impact of the coronavirus, we will strive to meet the dates proposed below. To ensure timely project delivery, our clients are required to confirm all pre-travel details and clearances necessary for Symbiont site visits. Once site visits are scheduled and confirmed, cancellations and impacts due to the pandemic will be considered a change in scope.

Symbiont is prepared to begin work on this project within 2 weeks of receiving a signed contract and notice to proceed. A project schedule will be developed once delivery times for the long lead items are known.

COMPENSATION

Symbiont will complete the above-described Scope of Work (Tasks 1-4) on a time and materials basis not to exceed a monthly invoice of $10,000 per month or a total project cost of $78,590 without prior written authorization by the City.

TERMS AND **CONDITIONS**

Provided within this proposal are Symbiont's Terms and Conditions of Agreement (Form S-1 09-2022), which are an integral part of our contract for professional services. Please indicate your acceptance of this proposal (and the Terms and Conditions herein) by having an authorized representative sign one copy and returning it to Symbiont.

Symbiont's clients frequently issue purchase orders (P.O.s) as a matter of convenience for tracking their accounts payable. However, it is expressly understood by your company and Symbiont that none of the terms and conditions associated with your company's P.O. shall be deemed effective and that in the case of such conflict, the terms and conditions set forth in Symbiont's Terms and Conditions of Agreement (previously referenced) shall be deemed effective and agreed to between your company and Symbiont and that Symbiont's acceptance of a P.O. shall not be deemed to be an acceptance of the terms or conditions of such P.O.

We appreciate the opportunity to offer our services for the City of Watertown. We welcome any questions regarding this proposal and look forward to working with you on this and future projects.

Sincerely,

SYMBIONT SCIENCE, ENGINEERING AND CONSTRUCTION, INC.

In 2022, Symbiont merged with Mead & Hunt and became a wholly-owned subsidiary; the contracting company is Symbiont Science, Engineering and Construction, Inc.

Jonathan R. Butt, P.E.
Project Manager

Patrick W. Carnahan, P.E.
Vice President of Engineering

SYMBIONT PROPOSAL NO. M4666751-222867.01-REVISION 1 ACCEPTED BY:

CLIENT: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

Symbiont considers the project approach, design, pricing, data, and other business considerations contained in this proposal to be proprietary and confidential business information to be used solely for the purpose of evaluating the proposal. This document and the information contained herein shall not be used for any purpose other than as stated above and shall not be used, duplicated, or disclosed to any other party without Symbiont's prior written consent.

The following cost breakdown is provided for informational purposes only:

Table 1 | Project Cost Breakdown [For Informational Purposes Only]

Task(s)	Description	Task Fee
1-2	Equipment Review & Final Design	$38,590
3	Bidding and Construction Support Services (Equipment Installation)	$38,200
4	Potential Incentive Rebates	$ 1,800

$76,790

Symbiont will work with the City regarding the services for this project. Symbiont will provide the services summarized by Tasks 1 and 2 for $38,590 and add the services for Tasks 3 and 4 if the City should so desire.

Symbiont will provide the City with monthly updates regarding the work performed, budget, and schedule. Monthly invoices will be issued for services performed not to exceed $10,000.

If required, out of scope services requested by the City will be performed on a time and materials basis. Prior to executing any out-of-scope services Symbiont will issue a change order for the City to authorize the out-of-scope work to be performed.

The costs in this proposal exclude any sales and use tax, goods and services tax, gross receipts tax, value-added tax, or similar taxes. Upon award of the contract, and prior to work starting, Symbiont requires that the City provide either a signed tax exemption certificate, or the applicable sales tax rate, for the project. The final cost of the project will increase to include the cost of all applicable taxes if exemptions do not apply.

This proposal is valid for 30 days from the date on the proposal.

THE CITY OF WATERTOWN
Opportunity runs through it.

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

To: Chairman Wetzel and members of the Public Works Commission February 22, 2023
From: Peter Hartz – Water Systems Manager
Re: February 28, 2023, Public Works Commission agenda items

Water Systems:

1. Review and approve 2022 Water bill write-offs of 'dead' accounts to the respective property tax bill. (Comprised of unpaid charges for water, sewer, garbage, and stormwater)

   As required by the auditing firm for the Water & Wastewater Departments, this is an annual item for the Public Works Committee to review for accounting and bookkeeping. Most of these 'write-offs' are for property owners with unpaid balances at the end of November of the previous year. These unpaid balances are 'written off' from the utility bills and placed on the property tax bill for collection by the City of Watertown. 2022 total is $32,456.73 which is comprised of 242 separate accounts.

2. Review and approve entering into a professional services agreement with Applied Technologies for $53,000 related to the ultraviolet equipment upgrade project.

   We solicited 3 engineering firms (all of whom have worked for Watertown in the past) for a services proposal with a defined scope of work to include, equipment review, final design, preparation of construction drawings & plans (including mechanical and electrical), a final set of drawings and plans, bidding, and construction support services, and DNR plan review submittal if deemed necessary. We received 2 proposals with 1 firm having interest but not time to take on a project such as this one.

   Applied Technologies – $53,000, Symbiont / Mead – Hunt – $76,790, & Strand declined the project but mentioned they would be in the neighborhood of $55 - $65K so mid-range of the two proposals we received. I recommend we enter into an agreement with Applied Technologies.

3. Review and approve entering into a professional services agreement with VMC Inc. for $8,200 for a new cellular upgrade project with AT&T at the O'Connell water tower.

   Each cellular upgrade project is unique, and we have a new upgrade project proposed by AT&T. It is appropriate to enter into a new agreement for services. There have been changes with the staff at SEH since our last service agreement, so I was able to get another quote from the previous project manager who is with a new company that provides the same level of service we have received historically from our previous consulting firm. VMC quoted $8,200, and SEH quoted $10,450 for cellular support services. I recommend we work with the previous project manager at VMC for the AT&T project. SEH is still working on the T-Mobile / Spring projects so still involved with Watertown. All the associated expenses are reimbursable to the Water Department from the cellular company per the terms of the respective leases.

4. Review and approve entering into a professional services agreement with Mead–Hunt for the Informational System (GIS) annual asset mapping conducted each year on an as-needed basis.

   Since the inception of the GIS mapping database in 2014 the water and wastewater divisions have utilized Symbiont Engineering for support and updates to the geodatabase used for all our assets in the city. Symbiont merged with Mead-Hunt and continues to provide as-needed support to the water and wastewater divisions keeping the database updated with changes made. We have most everything included in our GIS database, water and sewer mains, valves, hydrants, water services, service lines, sanitary manholes, sanitary laterals, private mains and hydrants, water meters, inspection records, and many other layers of data sets.

   The GIS database is also used by multiple departments on an annual basis; Examples of additional datasets in the geodatabase include: street signs, brush routes, sanitation routes, recycle routes, police districts, fire districts, property parcel data, aldermanic districts/wards, sidewalks, truck routes, floodplains, neighborhood watch areas, parks, wetlands, schools, section corners, topographic, zoning, building and sub-divisions, TID districts, engineering files, planning land uses – to name a few.

5. Review and update Review and discuss the completion of the corrosion control treatment study report.

   On July 29, 2021, the Wisconsin Department of Natural Resources (WDNR) required that the City of Watertown conduct a Corrosion Control Treatment (CCT) Study. The requirement for the CCT Study was the result of a 2020 Lead Action Level Exceedance (ALE) in our water quality testing of the distribution system.

   CCT Studies are used by WDNR to review the existing water distribution system and evaluate the alternatives recommended for the treatment of corroding lead and copper lines. This study was time-consuming and expensive (>$80,000) for the Water Department. The CCT Study reviewed the use of 2 different mixtures of blended poly orthophosphates, commonly used to prevent the corrosion of lead and copper into drinking water by sequestering iron and manganese and depositing as a scale on the interior of the pipes, resulting in a reduction in soluble lead in water.

   During the time frame of the CCT Study (late 2020 to late 2022) Watertown Water Department was granted permission to discontinue adding sodium hydroxide (the CCT in use since the mid-1990s) to raise the pH of the water as that was ineffective in raising the pH levels to reduce lead corrosion into the drinking water as Watertown uses air strippers that effectively raise the raw water pH already rendering the sodium hydroxide useless for the intended purpose. Additional water sampling conducted after we discontinued using the sodium hydroxide showed water samples were under the lead action level. Those results were reviewed by WDNR and as of December 9, 2022, WDNR confirmed that we no longer had to complete the CCT Study that we started 2 years prior to the end of the last round of water sampling as we were no longer exceeding the lead action level.

   We chose to finish the CCT Study as we were nearly complete and would have to start over from scratch if we were to exceed the lead action level again, completion of the report allows us to move forward without repeating the time-consuming and expensive study.

   The recommendations of the CCT Study determined that Watertown should continue replacing the lead services lines and the most cost-effective CCT will be the complete removal of all known lead water service lines from the distribution system. A copy of the report is included for review.

Sincerely,
Peter Hartz

Water Systems Manger

-Agreement for Professional Services

This Agreement is effective as of January 18, 2023 between City of Watertown and VMC LLC (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as:

Client's Authorized Representative	Peter Hartz
Address	800 Hoffmann Drive P.O. / Box477, Watertown WI,53094
Telephone	920 262-4085
Email	Phartz@cityofwatertown.org
VMC Director	Dale Romsos
Address	1650 West End Blvd., St Louis Park, MN 55416
Telephone	715 645-9360
Email	dale.romsos@vmcllc.com

I. Scope

The Basic Services to be provided by Consultant as set forth herein are provided subject to General Conditions of the Agreement for Professional Services, which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

Telecommunication: Review and Inspection

1. *Documentation Review*
    - *Review lease, lease amendment, site drawings, antenna information, and specifications.*
        - *Consult with Client and Carrier representative, providing associated administrative support to confirm that the plan meets the Client requirements.*
    - *Review related structural and associated construction documents, calculations.*
2. *Conduct preconstruction meeting with the contractor, subcontractors, and Client prior to the commencement of construction to confirm that all parties understand the Client requirements and coordinate the construction schedule.*
3. *Perform paint shop and site visits to check work to determine if it's generally in accordance with the construction plans and specifications, utility requirements, and the preconstruction meeting minutes:*
    - *Paint shop observations for antenna and components identified in construction plans.*

- *Provide observation of the applicable surface preparation and coating application to determine if generally in accordance with the existing system and manufacturer's recommendations .*
- *Provide observation of mechanically attached component and communication cable routing/line dressing in accordance with the construction plans; to be scheduled in cooperation with the contractor (3 site visits).*
    - *Include evidence of non-compliant items.*
    - *Include approved and corrected installation/modification as part of follow up from previous inspection.*

4. *Perform final review of the installation to determine if it is generally in accordance with the Client's approved project plans and preconstruction meeting minutes. Develop and distribute a punch list as applicable. Follow-up inspections for punch list work are excluded and represent additional inspections.*
5. *Complete a final installation close-out package.*

**Please note:*

1. *The above scope reflects the level of effort associated with typical carrier site upgrades. (excl. field inspections associated with civil site work and weldments) This scope can be modified on a per project basis, as requested by the Client, based on the level of effort required as applicable to the carrier's submitted plan set*
2. *Consultant will track project milestones and remaining budget*

II. Schedule

Upon Client authorization, the Consultant can begin this work immediately. Specific to this project, it is the Consultant's intent to complete plan review, review of structural calculations and shop drawing review, as applicable within seven (7) business days after receipt and authorization. Final inspection will be performed based on the agreed upon schedule (determined at the preconstruction meeting, with the contractor providing 48 hours' notice).

III. Payment

Consultant proposes to provide services as referenced in the scope above on an hourly basis including reimbursable expenses (reproductions, mileage, and daily vehicle allowance). Consultant estimates a fee of $8,200.00 in accordance with the Table below.

Task Description	***Fee***
Telecommunication: Review and Inspection	
1. Documentation Review	*$1,800.00*
1a. Structural Review	*$800.00*
2. Preconstruction Meeting	*$1,800.00*
3. Inspections	
Shop Paint Inspections $850.00	*Contractor Responsibility*

Field Inspection $4,000.00	*Contractor Responsibility*
4. *Final Inspection*	*$2,000.00*
5. *Project Closeout/Site Admin.*	*$1,800.00*
Total	***$8,200.00***

Fee assumes the project has been created by tenant with experienced, diligent, and prepared telecommunication professionals prior to request and document transfer to client. Landlord encourages tenant to contact consultant for site information and project time lines.

Should circumstances arise that require Additional Services on the part of consultant staff, Consultant will provide notification to the Client of the services to be provided. Reference the table above for associated fees or quoted out of scope work. Consultant will invoice the project monthly. Invoices are to be paid net 30.

III. Other Terms and Conditions

Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: Certificate of Insurance with Marshfield Utilities listed as insured.

IV. Summary

This Agreement for Professional Services represents the entire understanding between the Client and Consultant with respect to providing services for this project and may only be modified in writing signed by both parties.

Accepted by:

<Client Organization Name>

Printed Name, Title

Signature Date

VMC LLC

Angela Merrifield, President

Printed Name, Title

Signature Date

VMC LLC

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice.or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

VMC LLC

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars ($500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars ($5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

SECTION V – DISPUTE RESOLUTION

A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

Agreement for Professional Services

This Agreement is effective as of January 24, 2023, between City of Watertown (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **AT&T Upgrade at O'Connell WT**

Client's Authorized Representative: Peter Hartz
Address: 800 Hoffmann Drive, Watertown, Wisconsin, 53095, United States
Telephone: 920.262.4085 **email:** phartz@cityofwatertown.org

Project Manager: Bobbi Johnson
Address: 3535 Vadnais Center Drive, St. Paul, Minnesota, 55110
Telephone: 612.483.4216 **email:** bjohnson@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 05.15.22), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

Site No: MNMSP00386B

TELECOMMUNICATION: REVIEW | INSPECTION

1. Review lease | lease amendment, site drawings, antenna information, and specifications. (2 iterations)
   - Consult with the Landlord and tenant representative, providing associated administration to ensure that the planned installation meets the Landlord requirements.
2. Review related structural and associated construction documents, calculations. (Part of Item No.1)
3. Conduct a preconstruction meeting with the contractor, subcontractors, and the Landlord prior to the commencement of construction to ensure that all parties understand the Landlord requirements and coordinate the construction schedule.
4. Perform site visits of installation work to be in accordance with the approved plans, utility requirements, and the pre-construction meeting minutes:
   - Provide observation of the applicable surface preparation and coating application to ensure compliance with the existing system and manufacturer's recommendations (3 trips to shop painting facility)
   - Provide observation of mechanically attached components (as applicable) and coaxial cable routing/line dressing in accordance with the approved plans; to be scheduled in cooperation with the contractor (3 site visits)
     - Include evidence of non-compliant items
     - Include approved and corrected installation/modification
     - As part of follow up from previous inspection
5. Perform final inspection of the installation in accordance with the Landlord's approved project plans and pre-construction meeting minutes, developing, and distributing a punch list as applicable (Follow up inspections for punch list work are excluded, and represent *Additional Services*)
6. Complete a single 360 imaging of the final installation.

*Please note that the above scope reflects the level of effort associated with typical carrier site upgrade field inspections associated with civil site work and weldments) This scope can be modified on a per project basis, as requested by the City, based on the level of effort required as applicable to the carrier's submitted plan set
** SEH employs **[JotForm]** as a real-time daily tracker of contractor site access and anticipated activities
***SEH will track project milestones and remaining budget

Schedule: Upon your authorization we can begin this work immediately. Specific to this project, it would be our intent to complete plan review, review of structural calculations and shop drawing review, as applicable within seven (7) business days after receipt and authorization. Final inspection will be performed based on the agreed upon schedule (determined at the preconstruction meeting, with the contractor providing 48 hours' notice).

Payment: SEH proposes to provide services as referenced in the scope above on an hourly basis, including reimbursable expenses (reproductions, mileage, and daily vehicle allowance). SEH estimates a fee of $10,450.00 in accordance with the Table below.

Task Description	Fee
Telecommunication: Review | Inspection	
1. Documentation Review	$1,800.00
2. Structural Review	$1,200.00
3. Preconstruction Meeting	$1,600.00
4. Project Closeout/Site Admin.	$1,200.00
5. Shop Painting Inspection	$1,150.00
6. Field Inspection	$2,050.00
7. Final Inspection	$950.00
Subtotal	**$9,950.00**
Additional Services Included in this Agreement	
360 Video	$500.00 [Lump Sum]
Total	**$10,450.00**
**Additional Services:*	
· Plan Review Iterations	x $800.00
· Field Observation	x $800.00 (Per visit) (1)

= 12,050

*Note: Above fees for *Additional Services* are Lump Sum per Task representing services outside the scope of this agreement.
**Fee included with Documentation Review

Should circumstances arise that require *Additional Services* on the part of SEH staff, we will provide notification to the City of the services to be provided. Reference the table above for associated fees.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1 and A-2 .

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply this project as specifically agreed to by signature of the Parties and set forth herein:
None.

Short Elliott Hendrickson Inc.		**City of Watertown**	
By:	Michael Court	By:	
Full Name:	Michael Court, PE (TN, WI)	Full Name:	phartz@cityofwatertown.org
Title:	Client Service Manager	Title:	

Exhibit A-1
to Agreement for Professional Services
Between City of Watertown (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated January 24, 2023

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services but instead are reimbursable expenses required in addition to hourly charges for services and shall be paid for as described in this Agreement:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

Exhibit A-2
to Agreement for Professional Services
Between City of Watertown (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated January 24, 2023

Payments to Consultant for Services and Expenses
Using the Lump Sum Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render Services hereunder will be for a period which may reasonably be required for the completion of said Services.
2. If Client has requested changes in the scope, extent, or character of the Project or the Services to be provided by Consultant, the time of performance and compensation for the Services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform the Services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for the Services, then Consultant shall promptly notify the Client regarding the need for additional Services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional Services and to an extension of time for completion of additional Services absent written objection by Client.
2. Additional Services, including delivery of documents, CAD files, or information not expressly included as deliverables, shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon seven days written notice or, at its option, accept an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the Services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for Services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deed; and other land use restrictions; as-built drawings; and electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.
4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.
6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions by Client or Client's employees or agents. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.
7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant's employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Services or deliverables until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable

costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.

2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods, or procedures of construction. Consultant's Services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims; losses; damages; liability; and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars ($500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars ($5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
3. It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.
4. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than either the date of Substantial Completion for acts or failures to act occurring prior to substantial completion or the date of issuance of the final invoice for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Services are substantially completed.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

E. Dispute Resolution

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.
2. Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

SECTION V – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CAD files or documents unless specifically agreed to in writing as part of this Agreement.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify, and hold harmless Consultant from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

THE CITY OF WATERTOWN
Opportunity runs through it.

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

To: Chairman Wetzel and members of the Public Works Commission February 22, 2023
From: Peter Hartz – Water Systems Manager
Re: February 28, 2023, Public Works Commission agenda items

Water Systems:

1. Review and approve 2022 Water bill write-offs of 'dead' accounts to the respective property tax bill. (Comprised of unpaid charges for water, sewer, garbage, and stormwater)

   As required by the auditing firm for the Water & Wastewater Departments, this is an annual item for the Public Works Committee to review for accounting and bookkeeping. Most of these 'write-offs' are for property owners with unpaid balances at the end of November of the previous year. These unpaid balances are 'written off' from the utility bills and placed on the property tax bill for collection by the City of Watertown. 2022 total is $32,456.73 which is comprised of 242 separate accounts.

2. Review and approve entering into a professional services agreement with Applied Technologies for $53,000 related to the ultraviolet equipment upgrade project.

   We solicited 3 engineering firms (all of whom have worked for Watertown in the past) for a services proposal with a defined scope of work to include, equipment review, final design, preparation of construction drawings & plans (including mechanical and electrical), a final set of drawings and plans, bidding, and construction support services, and DNR plan review submittal if deemed necessary. We received 2 proposals with 1 firm having interest but not time to take on a project such as this one.

   Applied Technologies – $53,000, Symbiont / Mead – Hunt – $76,790, & Strand declined the project but mentioned they would be in the neighborhood of $55 - $65K so mid-range of the two proposals we received. I recommend we enter into an agreement with Applied Technologies.

3. Review and approve entering into a professional services agreement with VMC Inc. for $8,200 for a new cellular upgrade project with AT&T at the O'Connell water tower.

   Each cellular upgrade project is unique, and we have a new upgrade project proposed by AT&T. It is appropriate to enter into a new agreement for services. There have been changes with the staff at SEH since our last service agreement, so I was able to get another quote from the previous project manager who is with a new company that provides the same level of service we have received historically from our previous consulting firm. VMC quoted $8,200, and SEH quoted $10,450 for cellular support services. I recommend we work with the previous project manager at VMC for the AT&T project. SEH is still working on the T-Mobile / Spring projects so still involved with Watertown. All the associated expenses are reimbursable to the Water Department from the cellular company per the terms of the respective leases.

4. Review and approve entering into a professional services agreement with Mead–Hunt for the Informational System (GIS) annual asset mapping conducted each year on an as-needed basis.

   Since the inception of the GIS mapping database in 2014 the water and wastewater divisions have utilized Symbiont Engineering for support and updates to the geodatabase used for all our assets in the city. Symbiont merged with Mead-Hunt and continues to provide as-needed support to the water and wastewater divisions keeping the database updated with changes made. We have most everything included in our GIS database, water and sewer mains, valves, hydrants, water services, service lines, sanitary manholes, sanitary laterals, private mains and hydrants, water meters, inspection records, and many other layers of data sets.

   The GIS database is also used by multiple departments on an annual basis; Examples of additional datasets in the geodatabase include: street signs, brush routes, sanitation routes, recycle routes, police districts, fire districts, property parcel data, aldermanic districts/wards, sidewalks, truck routes, floodplains, neighborhood watch areas, parks, wetlands, schools, section corners, topographic, zoning, building and sub-divisions, TID districts, engineering files, planning land uses – to name a few.

5. Review and update Review and discuss the completion of the corrosion control treatment study report.

   On July 29, 2021, the Wisconsin Department of Natural Resources (WDNR) required that the City of Watertown conduct a Corrosion Control Treatment (CCT) Study. The requirement for the CCT Study was the result of a 2020 Lead Action Level Exceedance (ALE) in our water quality testing of the distribution system.

   CCT Studies are used by WDNR to review the existing water distribution system and evaluate the alternatives recommended for the treatment of corroding lead and copper lines. This study was time-consuming and expensive (>$80,000) for the Water Department. The CCT Study reviewed the use of 2 different mixtures of blended poly orthophosphates, commonly used to prevent the corrosion of lead and copper into drinking water by sequestering iron and manganese and depositing as a scale on the interior of the pipes, resulting in a reduction in soluble lead in water.

   During the time frame of the CCT Study (late 2020 to late 2022) Watertown Water Department was granted permission to discontinue adding sodium hydroxide (the CCT in use since the mid-1990s) to raise the pH of the water as that was ineffective in raising the pH levels to reduce lead corrosion into the drinking water as Watertown uses air strippers that effectively raise the raw water pH already rendering the sodium hydroxide useless for the intended purpose. Additional water sampling conducted after we discontinued using the sodium hydroxide showed water samples were under the lead action level. Those results were reviewed by WDNR and as of December 9, 2022, WDNR confirmed that we no longer had to complete the CCT Study that we started 2 years prior to the end of the last round of water sampling as we were no longer exceeding the lead action level.

   We chose to finish the CCT Study as we were nearly complete and would have to start over from scratch if we were to exceed the lead action level again, completion of the report allows us to move forward without repeating the time-consuming and expensive study.

   The recommendations of the CCT Study determined that Watertown should continue replacing the lead services lines and the most cost-effective CCT will be the complete removal of all known lead water service lines from the distribution system. A copy of the report is included for review.

Sincerely,
Peter Hartz

Water Systems Manger

Mead & Hunt

January 5, 2023

Mr. Pete Hartz
Water Systems Manager
City of Watertown
800 Hoffmann Drive
Watertown, WI 53094

RE: Proposal for 2023 GIS Support & Technical Services
City of Watertown Sewer & Water Systems
Mead & Hunt Proposals M4666751-222874.01

Dear Mr. Hartz,

Mead & Hunt, Inc. (Mead & Hunt) appreciates the opportunity to provide continuing GIS support and technical services to the City of Watertown, Wisconsin, (City) for its sewer and water systems geographic information systems (GIS) beginning January 1, 2023, through December 31, 2023.

PROJECT **UNDERSTANDING/BACKGROUND**

This proposal offers a continuation of GIS support and technical services to the City. We look forward to assisting the City in achieving their GIS system goals.

SCOPE OF WORK FOR GIS **SERVICES**

Mead & Hunt's GIS services may include:

- GIS server administration and upgrades
- GIS system application updates (e.g., HUB, ArcGIS Online, Portal)
- Geodatabase enhancements and layer development
- Utility system data management and enhancements
- Mobile GIS application implementation and configuration
- Dashboard development
- As-built conversion
- Rest services configuration
- Script updates/model development
- Staff training
- Technical support and troubleshooting
- GPS surveying

Mead & Hunt will work collaboratively with the City to establish future GIS priorities and define task-specific level of effort as GIS support services are identified and executed.

PROJECT **SCHEDULE**

The coronavirus has created considerable uncertainty with respect to business as usual. Under normal circumstances, Mead & Hunt would propose the following schedule for implementing this project. Significant business interruptions by the coronavirus may require the schedule to be extended. Mead & Hunt will promptly communicate any delays due to the coronavirus as soon as they are foreseeable. Although Mead & Hunt has no way of knowing the future impact of the coronavirus, we will strive to meet the dates proposed below. To ensure timely project delivery, our clients are required to confirm all pre-travel details and clearances necessary for Mead & Hunt site visits. Once site visits are scheduled and confirmed, cancellations and impacts due to the pandemic will be considered a change in scope.

COMPENSATION

Mead & Hunt will complete the above-described Scope of Work on a time and materials basis. We will keep the City apprised of the project status and budget on a monthly basis. We will not exceed the proposed project fee nor initiate any out-of-scope services without prior authorization from the City.

Services Mead & Hunt conducts in 2023 will be provided on a time and materials basis not to exceed $5,000 per month for water system needs and $5,000 per month for wastewater treatment plant sewer system needs.

The costs in this proposal exclude any sales and use tax, goods and services tax, gross receipts tax, value-added tax, or similar taxes. Upon award of the contract, and prior to work starting, Mead & Hunt requires that the City provide either a signed tax exemption certificate, or the applicable sales tax rate, for the project. The final cost of the project will increase to include the cost of all applicable taxes if exemptions do not apply.

TERMS AND **CONDITIONS**

The Scope of Work and Compensation stated in this proposal are valid for a period of 30 days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by Mead & Hunt.

Signatures of authorized representatives of Watertown and Mead & Hunt shall convert this proposal to an Agreement between the two parties, and receipt of one signed copy shall be considered authorization to proceed with the work described in the Scope of *Work*. All services shall be performed in accordance with the *General Terms and Conditions for Engineering, Architectural, or Consulting Services* for Wisconsin, which is attached hereto and made part of this Agreement.

We appreciate the opportunity to offer our continued GIS services. We welcome any questions regarding this proposal and look forward to our continued collaboration with you.

Sincerely,

MEAD & HUNT, INC.

Ryan C. Eckdale-Dudley, GISP
Director of Business Development

Patrick W. Carnahan, PE
Vice President of Engineering

MEAD & HUNT PROPOSAL NO. M4666751-222874.01

2023 GIS SUPPORT & TECHNICAL SERVICES ACCEPTED BY:

CLIENT: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

Mead & Hunt. considers the project approach, design, pricing, data, and other business considerations contained in this proposal to be proprietary and confidential business information to be used solely for the purpose of evaluating the proposal. This document and the information contained herein shall not be used for any purpose other than as stated above and shall not be used, duplicated, or disclosed to any other party without Mead & Hunt's prior written consent

Attachment A

General Terms and Conditions
for Engineering, Architectural,
or Consulting Services

Mead & Hunt, Inc.

General Terms and Conditions ("General Terms") for Engineering, Architectural, or Consulting Services

Wisconsin

1. Client (hereinafter "Client") and Mead & Hunt, Inc. hereby mutually agree to the terms and conditions contracted in this Agreement for Engineering, Architectural or Consulting Services, including these General Terms and Conditions for Engineering, Architectural, or Consulting Services, and any and all documents incorporated by reference into this Agreement (together, this "Agreement"). This Agreement constitutes this Agreement between Client and Mead & Hunt, Inc. as pursuant to which Services are to be performed by Mead & Hunt, Inc. Receipt by Client of the executed Agreement shall be considered written authorization for Mead & Hunt, Inc. to proceed. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in this Agreement.

2. Mead & Hunt, Inc. will bill Client monthly, according to the payment method set forth in this Agreement, with net payment due within thirty (30) days. Past due balances shall be subject to an interest charge at a rate of 1% per month. In addition, Mead & Hunt, Inc. may, after giving ten (10) days' written notice, suspend the Services under this Agreement until Client has paid in full all amounts due it for services rendered and expenses incurred, including the interest charge on past due invoices. The fees or rates stated in this Agreement does not include any applicable state and local sales or use taxes or gross receipts taxes; such taxes shall be the sole responsibility of Client.

3. The fees, Services and Scope of Services stated in this Agreement constitute an estimate of the fees and tasks required to perform the Services. Should the Project involve conceptual or process development services, Services often cannot be fully defined during the initial planning stages. As the Project progresses, facts uncovered may also reveal a change in direction which may alter the Scope of Services. If Client requests modifications or changes in the Scope of Services related to the Project, the time of performance of the Services by Mead & Hunt, Inc. and the fees associated therewith shall be revised and accepted by both parties in writing before Mead & Hunt, Inc. undertakes any additional work beyond the Scope of Services. Mead & Hunt, Inc. is not acting as a Municipal Advisor as defined by the Dodd Frank Act.

4. To the fullest extent permitted by law, Client shall indemnify and hold harmless Mead & Hunt, Inc. and its officers, agents, representatives and employees from and against liabilities, claims, losses, damages, expenses, including but not limited to attorney's fees and disbursements, arising out of or resulting from (i) delays caused in whole or in part by Client's interference with Mead & Hunt, Inc.'s ability to provide the Services, including, but not limited to, Client's failure to provide facilities or information specified in this Agreement, (ii) inaccuracies in documents or other information provided by Client to Mead & Hunt, Inc., or (iii) failure to perform under this Agreement, caused by or that arise in whole or in part by any negligent acts, errors or omissions of Client. Mead & Hunt, Inc. reserves the right to renegotiate this Agreement due to any unforeseen delays caused by events beyond Mead & Hunt, Inc.'s control, such as Force Majeure events as described in Section 26 or other events beyond Mead & Hunt, Inc.'s control, like funding for the Project. If any word or clause of this Agreement is determined not to be in compliance with Wisconsin Statutes § 895.447, including any amendments thereto, it shall be stricken and replaced and the remaining word, clause and provisions shall remain in full force and effect.

5. Client agrees to provide such legal, accounting and insurance counseling services as may be required for the Project.

6. Mead & Hunt, Inc. will maintain insurance coverage for worker's compensation, general liability, automobile liability, and professional liability. Mead & Hunt, Inc. will provide information as to specific limits upon written request. If Client requires coverages or limits in addition to those that Mead & Hunt, Inc. currently has in effect as of the date of this Agreement, premiums for additional insurance shall be paid by Client.

7. **MEAD & HUNT, INC. (INCLUDING ITS CURRENT AND FORMER EMPLOYEES, OFFICERS, DIRECTORS OR SHAREHOLDERS) AND OWNER ARE NOT LIABLE, IN CONTRACT OR TORT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR LIQUIDATED DAMAGES INCLUDING SPECIFICALLY, BUT WITHOUT LIMITATION, LOSS OF PROFIT OR REVENUE, LOSS OF CAPITAL, DELAY DAMAGES, LOSS OF GOODWILL, CLAIM OF THIRD PARTIES, OR SIMILAR DAMAGES ("DAMAGES"). NOTWITHSTANDING THE FOREGOING, CLIENT SHALL BE LIABLE HEREUNDER TO THE EXTENT THAT MEAD & HUNT, INC. IS HELD LIABLE BY ITS SUBCONSULTANTS OR A THIRD-PARTY FOR DAMAGES CAUSED BY OWNER OR ITS EMPLOYEES, INDEPENDENT CONTRACTORS, OR AGENTS. IN NO EVENT SHALL MEAD & HUNT, INC.'S OR ITS SUBCONSULTANTS' LIABILITY ARISING OUT OF OR RELATED TO ANY BREACH OF THIS AGREEMENT EXCEED THE AMOUNT OF FEES BILLED BY MEAD & HUNT, INC. TO CLIENT FOR SERVICES PERFORMED PURSUANT TO THIS AGREEMENT.**

8. Mead & Hunt, Inc.'s (including its current or former employees, officers, directors, or shareholders) liability to Client for any damages shall not exceed the amount of fees billed by Mead & Hunt, Inc. to Client for services performed pursuant to this Agreement within the last twelve (12) months from the date that the last invoice was submitted to Client by Mead & Hunt, Inc., regardless as to whether Client paid such invoice.

9. Mead & Hunt, Inc. and Client agree that the ultimate liability for contaminants or pollutants regardless of its source, and for the actual, alleged, or threatened discharge, dispersal, release, or escape of pollutants, mycotoxins, spores, smoke, vapors, soot, fumes, mold, acids, alkalis, toxic chemicals, mildew, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, buildings, the atmosphere, or body of water shall remain with Client; and the responsibility and/or liability for any of the foregoing and for the ownership and maintenance of any toxic, hazardous, or asbestos materials relating to the project shall remain with Client.

10. Client and Mead & Hunt, Inc. shall not, during the term of this Agreement or after the termination of this Agreement for a period of one (1) year disclose any Confidential Information to any person or entity, or use any Confidential Information for the benefit of Client or Mead & Hunt, Inc., as the case may be, or any other person or entity, except

with the prior written consent of Mead & Hunt, Inc. or Client, as the case may be, or as required by law. The term "Confidential Information" means information marked or designated by Mead & Hunt, Inc. or Client as confidential. Confidential Information includes, but is not limited to, the purpose, duration, or extent of studies, surveys, and tests conducted by Mead & Hunt, Inc. or its subconsultants throughout the duration of this Agreement, ideas, specifications, techniques, models, data, programs, documentation, processes, know-how, and financial and technical information. Notwithstanding the foregoing, Confidential Information shall not include information or material that (i) is publicly available or becomes publicly available through no action or fault of receiving party, (ii) was already in receiving party's possession or known to receiving party prior to being disclosed or provided to receiving party by or on behalf of disclosing party, provided that the source of information or material was not bound by a contractual, legal or fiduciary obligation of confidentiality to disclosing party or any other party with respect thereto, (iii) was or is obtained by receiving party from a third party, provided that such third party was not bound by a contractual, legal or fiduciary obligation of confidentiality to disclosing party or any other party with respect to such information or material, or (iv) is independently developed by receiving party without reference to the Confidential Information. Except as required by law or court order, the provisions of this clause shall apply to Client's communications with members of the public, governmental agencies, and all other individuals or organizations. The restrictions set forth in this section shall remain in full force and effect (a) with respect to the Confidential Information, for a period of six (6) years following the earlier of the termination of this Agreement or the completion of services under this Agreement; and (b) with respect to the Trade Secrets, which shall have the meaning set forth under applicable law, until the Trade Secrets no longer retain their status or qualify as trade secrets under applicable law.

11. Mead & Hunt, Inc. shall retain ownership and property interest in all documents prepared or furnished by Mead & Hunt, Inc. and its independent professional associates and consultants, in connection with the Project, which include, but are not limited to, models, plans, sketches, designs, drawings details, specifications, all data and image files, both electronic and hard copy, as applicable (hereinafter "files"), and such files are part of Mead & Hunt, Inc.'s Instruments of Services. Mead & Hunt, Inc. may release files to any other party involved in the Project; and if such release is not provided for in the Scope of Services, fees may be adjusted before the documents are prepared for electronic submittal. Client is not permitted to use Mead & Hunt, Inc. files for any other project without express written permission from Mead & Hunt, Inc., and Mead & Hunt, Inc. may request Client to return or destroy such files at any time. Mead & Hunt, Inc. makes no representation as to compatibility of electronic files with Client's hardware or software and assumes no liability with respect to any use or reuse of the files by Client. Mead & Hunt, Inc. will have no liability to Client or any third party for any material in or transmitted with the files, including without limitations any virus, worm, trap door, back door, tracker, or other illicit code or program that may result from such use or reuse of files. Client hereby indemnifies and holds harmless Mead & Hunt, Inc. against any and all claims related to any use or reuse of the files. Differences may exist between these electronic files and corresponding hard-copy documents prepared by Mead & Hunt, Inc. and the electronic files, the signed or sealed hard-copy documents shall govern. Because information presented on the electronic files can be modified, unintentionally or otherwise, Mead & Hunt, Inc. reserves the right to remove all indicia of ownership and/or involvement from each electronic display. MEAD & HUNT, INC. PROVIDES THE FILES "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. UNDER NO CIRCUMSTANCES SHALL DELIVERY OF THE FILES FOR USE OR REUSE BE DEEMED AS SALE BY MEAD & HUNT, INC. AND MEAD & HUNT, INC. MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL MEAD & HUNT, INC. BE LIABLE FOR ANY LOSS OF PROFIT, DIRECT OR INDIRECT DAMAGES, OR ANY CONSEQUENTIAL DAMAGES AS A RESULT OF THE USE, REUSE OR CHANGES TO FILES OR ANY DATA THEREIN.

12. Termination of this Agreement by Client or Mead & Hunt, Inc. with or without cause, shall be effective upon ten (10) days' written notice to the other party. The written notice may or may not include the reasons and details for termination. Mead & Hunt, Inc. will prepare a final invoice showing all charges incurred through the date of termination; all outstanding payments are due and payable as stated in Section 2. If Client breaches this Agreement, Mead & Hunt, Inc. may, upon ten (10) days' written notice, suspend Services without further obligation or liability to Client.

13. Mead & Hunt, Inc. will provide the Services in accordance with ordinary generally accepted standards of professional practices. Mead & Hunt, Inc. disclaims all warranties and guarantees, express or implied. The parties agree that this is an agreement for professional services and is not subject to any Uniform Commercial Code. Similarly, Mead & Hunt, Inc. will not accept any general terms or conditions offered by Client in its purchase order, requisition, notice of authorization to proceed, or any other contractual document except as set forth herein or expressly agreed to in writing. Written acknowledgment of receipt or the actual performance of Services subsequent to receipt of such other contractual document is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

14. Mead & Hunt, Inc. cannot and does not guarantee that proposals, bids or actual project or construction costs will not vary from the actual and/or final project or construction costs or that the Project or construction costs will not vary from the final costs of the Project. Client agrees to indemnify and to hold Mead & Hunt, Inc. harmless for any claim arising out of or related in any way to the Project or construction costs even if such claim arises out of and/or has been caused in whole or in part by negligence on the part of Mead & Hunt, Inc.

15. If Client is a municipality or state authority or any government authority/agency, Client agrees to indemnify and hold harmless Mead & Hunt, Inc. for all claims arising out of or related in any way to acts done by Mead & Hunt, Inc. in the exercise of legislative or quasi-legislative functions.

16. This Agreement shall not be construed as imposing upon or providing to Mead & Hunt, Inc. the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the parties or subcontractors or the safety precautions and programs incident to the work of the parties or subcontractors.

17. In an effort to resolve any conflicts that arise during the design or construction of the Project or following the completion of the Project, Mead & Hunt, Inc. and Client agree to discuss any material disputes between them during the 90 days after notice of disputes given by either party. If discussions are unsuccessful in resolving the dispute, then the

dispute shall be mediated unless the parties mutually agree otherwise. Any claim not resolved by mediation shall be resolved by arbitration in Wisconsin with the American Arbitration Association or by litigation in the state of Wisconsin.

18. The parties agree that Mead & Hunt, Inc.'s Services in connection with this Agreement shall not subject any of Mead & Hunt, Inc.'s current or former employees, officers, directors or shareholders to any personal legal liability for any breaches of this Agreement or for any negligence in performing any Services in connection with this Agreement even if such claim arises out of and/or has been caused in whole or in part by negligence on the part of Mead & Hunt, Inc.'s current or former employees, officers, directors or shareholders. Therefore, notwithstanding anything to the contrary contained herein, Client agrees that Client's sole and exclusive remedy for any breach of contract or any negligent performance of Services in connection with this Agreement shall be a claim against Mead & Hunt, Inc. Client further agrees that any claim, demand, suit, or judgment shall be asserted only against Mead & Hunt, Inc.'s corporate entity, and not against any of Mead & Hunt, Inc.'s current or former employees, officers, directors, or shareholders, and Client covenants not to sue these individuals. Each of Mead & Hunt, Inc.'s current and former employees, officers, directors or shareholders are made express beneficiaries of this section.

19. None of the rights and/or obligations of either party hereunder may be assigned except with the prior written consent of the other party, and any attempted assignment without such consent shall be void.

20. The limitations and indemnity provided herein shall not apply to the willful or intentional acts of Mead & Hunt, Inc. or its employees, shareholders, officers, or directors. Client acknowledges and agrees that it has had an opportunity to negotiate with respect to the limitations of these General Terms and understands and agrees that if those sections were not included herein the fees for the Services provided in connection with this Agreement would be significantly higher. Client further acknowledges that it is a sophisticated party with experience in the acquisition of design services.

21. To the extent permitted by law, Mead & Hunt, Inc. disclaims any duty to defend Client. Client agrees that it shall not tender the defense of any claim arising out of or related to this Agreement to Mead & Hunt, Inc.

22. If any term or provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force. The various terms, provisions, and covenants herein contained shall be deemed to be separable and severable, and the invalidity or unenforceability of any of them shall in no manner affect or impair the validity or enforceability of the remainder hereof.

23. Nothing contained in this Agreement shall create a contractual relationship with a third party or a cause of action in favor of a third party against Mead & Hunt, Inc. Mead & Hunt, Inc.'s Services under this Agreement are being performed solely for Client's benefit, and no other party or entity shall have any claim against Mead & Hunt, Inc. because of this Agreement or the performance or nonperformance of Services hereunder.

24. The General Terms and this Agreement shall be construed and interpreted in accordance with the laws of the state of Wisconsin. No action may be brought except in the state of Wisconsin.

25. Failure of Mead & Hunt, Inc. to insist upon strict conformance of the provisions of this Agreement shall not constitute a waiver of any of the provisions hereof or a waiver of any of the technical requirements, or a waiver of any default provision. Except as may be otherwise expressly stated, the remedies provided herein shall be non-exclusive and in addition to any other remedies in law or equity. A waiver of a breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of such provision. No waiver of compliance with any provision or condition hereof shall be effective unless agreed in writing duly executed by the waiving party.

26. Neither party shall hold the other responsible for damages or delays in performance caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure shall include, but not necessarily be limited to, adverse weather conditions, floods, epidemics, pandemics, war, riot, civil unrest, strikes, lockouts and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, loss of permits, failure to obtain permits; court orders; acts of God; acts, orders, laws or regulations of any governmental agency. Should such acts or events occur, the parties to this Agreement shall mutually agree on the terms and conditions upon which the Services may be continued. Failing achievement of such an agreement, either party may terminate this Agreement in accordance with Section 12.

27. This Agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein shall be of any force or effect, and this Agreement supersedes any other prior understanding entered into between the parties on the subject matter hereof. No waiver of compliance with any provision or condition hereof shall be effective unless agreed in writing duly executed by the waiving party. Nothing contained in this Agreement shall create a contractual relationship with a third party or a cause of action in favor of a third party against Mead & Hunt, Inc. This Agreement may be executed in any number of counterparts with the same effect as if all Parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

THE CITY OF WATERTOWN
Opportunity runs through it.

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

To: Chairman Wetzel and members of the Public Works Commission February 22, 2023
From: Peter Hartz – Water Systems Manager
Re: February 28, 2023, Public Works Commission agenda items

Water Systems:

1. Review and approve 2022 Water bill write-offs of 'dead' accounts to the respective property tax bill. (Comprised of unpaid charges for water, sewer, garbage, and stormwater)

   As required by the auditing firm for the Water & Wastewater Departments, this is an annual item for the Public Works Committee to review for accounting and bookkeeping. Most of these 'write-offs' are for property owners with unpaid balances at the end of November of the previous year. These unpaid balances are 'written off' from the utility bills and placed on the property tax bill for collection by the City of Watertown. 2022 total is $32,456.73 which is comprised of 242 separate accounts.

2. Review and approve entering into a professional services agreement with Applied Technologies for $53,000 related to the ultraviolet equipment upgrade project.

   We solicited 3 engineering firms (all of whom have worked for Watertown in the past) for a services proposal with a defined scope of work to include, equipment review, final design, preparation of construction drawings & plans (including mechanical and electrical), a final set of drawings and plans, bidding, and construction support services, and DNR plan review submittal if deemed necessary. We received 2 proposals with 1 firm having interest but not time to take on a project such as this one.

   Applied Technologies – $53,000, Symbiont / Mead – Hunt – $76,790, & Strand declined the project but mentioned they would be in the neighborhood of $55 - $65K so mid-range of the two proposals we received. I recommend we enter into an agreement with Applied Technologies.

3. Review and approve entering into a professional services agreement with VMC Inc. for $8,200 for a new cellular upgrade project with AT&T at the O'Connell water tower.

   Each cellular upgrade project is unique, and we have a new upgrade project proposed by AT&T. It is appropriate to enter into a new agreement for services. There have been changes with the staff at SEH since our last service agreement, so I was able to get another quote from the previous project manager who is with a new company that provides the same level of service we have received historically from our previous consulting firm. VMC quoted $8,200, and SEH quoted $10,450 for cellular support services. I recommend we work with the previous project manager at VMC for the AT&T project. SEH is still working on the T-Mobile / Spring projects so still involved with Watertown. All the associated expenses are reimbursable to the Water Department from the cellular company per the terms of the respective leases.

4. Review and approve entering into a professional services agreement with Mead–Hunt for the Informational System (GIS) annual asset mapping conducted each year on an as-needed basis.

   Since the inception of the GIS mapping database in 2014 the water and wastewater divisions have utilized Symbiont Engineering for support and updates to the geodatabase used for all our assets in the city. Symbiont merged with Mead-Hunt and continues to provide as-needed support to the water and wastewater divisions keeping the database updated with changes made. We have most everything included in our GIS database, water and sewer mains, valves, hydrants, water services, service lines, sanitary manholes, sanitary laterals, private mains and hydrants, water meters, inspection records, and many other layers of data sets.

   The GIS database is also used by multiple departments on an annual basis; Examples of additional datasets in the geodatabase include: street signs, brush routes, sanitation routes, recycle routes, police districts, fire districts, property parcel data, aldermanic districts/wards, sidewalks, truck routes, floodplains, neighborhood watch areas, parks, wetlands, schools, section corners, topographic, zoning, building and sub-divisions, TID districts, engineering files, planning land uses – to name a few.

5. Review and update Review and discuss the completion of the corrosion control treatment study report.

   On July 29, 2021, the Wisconsin Department of Natural Resources (WDNR) required that the City of Watertown conduct a Corrosion Control Treatment (CCT) Study. The requirement for the CCT Study was the result of a 2020 Lead Action Level Exceedance (ALE) in our water quality testing of the distribution system.

   CCT Studies are used by WDNR to review the existing water distribution system and evaluate the alternatives recommended for the treatment of corroding lead and copper lines. This study was time-consuming and expensive (>$80,000) for the Water Department. The CCT Study reviewed the use of 2 different mixtures of blended poly orthophosphates, commonly used to prevent the corrosion of lead and copper into drinking water by sequestering iron and manganese and depositing as a scale on the interior of the pipes, resulting in a reduction in soluble lead in water.

   During the time frame of the CCT Study (late 2020 to late 2022) Watertown Water Department was granted permission to discontinue adding sodium hydroxide (the CCT in use since the mid-1990s) to raise the pH of the water as that was ineffective in raising the pH levels to reduce lead corrosion into the drinking water as Watertown uses air strippers that effectively raise the raw water pH already rendering the sodium hydroxide useless for the intended purpose. Additional water sampling conducted after we discontinued using the sodium hydroxide showed water samples were under the lead action level. Those results were reviewed by WDNR and as of December 9, 2022, WDNR confirmed that we no longer had to complete the CCT Study that we started 2 years prior to the end of the last round of water sampling as we were no longer exceeding the lead action level.

   We chose to finish the CCT Study as we were nearly complete and would have to start over from scratch if we were to exceed the lead action level again, completion of the report allows us to move forward without repeating the time-consuming and expensive study.

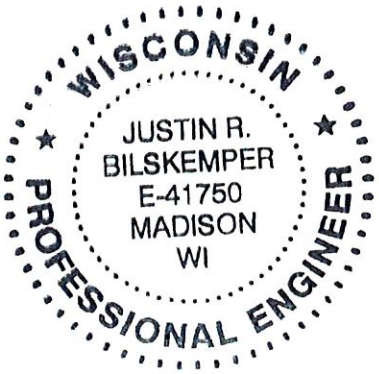
   The recommendations of the CCT Study determined that Watertown should continue replacing the lead services lines and the most cost-effective CCT will be the complete removal of all known lead water service lines from the distribution system. A copy of the report is included for review.

Sincerely,
Peter Hartz

Water Systems Manger

Report for
City of Watertown, Wisconsin

Corrosion Control Treatment Study



Justin R. Bilskemper
02/06/2023

Prepared by:

STRAND ASSOCIATES, INC.®
910 West Wingra Drive
Madison, WI 53715
www.strand.com

February 2023

STRAND ASSOCIATES®
Excellence in Engineering
Since 1946

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SECTION 1
INTRODUCTION AND ABBREVIATIONS

1.01 INTRODUCTION

On July 29, 2021, the Wisconsin Department of Natural Resources (WDNR) required that the City of Watertown (City) conduct a Corrosion Control Treatment (CCT) Study. The WDNR requested that the CCT Study be completed and submitted to WDNR by January 31, 2023. The requirement for the CCT Study was the result of a 2021 Lead Action Level Exceedance (ALE) and WDNR's response to the City's CCT Recommendation, dated April 30, 2021. A proposal outlining the proposed CCT Study was submitted to the WDNR on January 31, 2022.

According to the July 29, 2021, correspondence from WDNR, the CCT Study must include the following:

1. A demonstration-type study.

2. An evaluation of the efficacy of all treatments described in Wisconsin Administrative Code (WAC) NR 809.543(3).

    a. Alkalinity and pH adjustment
    b. Calcium hardness adjustment
    c. Addition of corrosion inhibitors

3. An evaluation of listed CCTs using either pipe rig or loop tests, metal coupon tests, or partial system tests.

4. Written recommendations for implementation of CCT (including proposed doses and chemicals) that optimizes lead and copper levels at consumer's tap.

5. A detailed schedule for treatment implementation.

On December 9, 2022, the WDNR confirmed to the City that the submission of the demonstration study was no longer required, as the most recent rounds of lead and copper testing had shown that the City had returned to compliance with the existing rule.

The City has elected to complete the study and summarize the results in this report. The study will be maintained in the event that future testing would result in the need for submission of a demonstrative study.

1.02 PURPOSE

CCT Studies are used by WDNR to review the existing water distribution system and evaluate the alternatives recommended for treatment of corroding lead and copper lines. This document presents the CCT Study and required information requested by the WDNR's July 29, 2021, letter. Demonstration testing of calcium, alkalinity, and pH adjustment were not performed as Strand Associates, Inc.® (Strand) believes these processes would be largely ineffective as a primary Optimal CCT in this application. The correspondence with the WDNR and the components of a desktop study are presented in entirety in Appendix A.

1.03 ABBREVIATIONS AND DEFINITIONS

AL	Action Level
ALE	Action Level Exceedance
$CaCO_3$	calcium carbonate
CCT	Corrosion Control Treatment
City	City of Watertown, Wisconsin
CY	Cubic Yards
°C	degrees Celsius
DI	ductile iron
DIC	Dissolved Inorganic Carbon
WDNR	Wisconsin Department of Natural Resources
EP	Entry Point
ft	feet
fps	feet per second
gpm	gallon per minute
in	inch
L	Liter
LCR	Lead and Copper Rule
LSL	Lead Service Lateral
MCL	Maximum Contaminant Level
MCLG	Maximum Contaminant Level Goal
MG	million gallons
µg/L	microgram per liter
mg/L	milligrams per liter
mL	milliliters
ND	Non-Detect
NO_2-N	Nitrite
NO_3+NO_2	Nitrate-Nitrite
OCCT	Optimal Corrosion Control Treatment
OWQP	Optimal Water Quality Parameters
PVC	polyvinyl chloride
PSCW	Public Service Commission of Wisconsin
ppm	parts per million
Strand	Strand Associates, Inc.®
S.U.	Standard Units
TDS	total dissolved solids
USEPA	United States Environmental Protection Agency
WDNR	Wisconsin Department of Natural Resources
WQP	Water Quality Parameter
WTP	water treatment plant

SECTION 2
EXISTING WATER SUPPLY AND DISTRIBUTION SYSTEM

2.01 GENERAL SYSTEM DESCRIPTION

The City obtains its raw water from groundwater sources. The water supply is pumped from nine wells throughout the City, with reported depths ranging from 700 to 960 feet below ground surface. The wells pump the raw water from a sandstone aquifer. Well Nos. 1, 3, 4, 5, and 6 deliver water to the Central Water Treatment Plant (WTP). Well Nos. 7 and 9 deliver water to the West WTP. Well Nos. 8 and 10 deliver water to the Northeast WTP. All three WTPs use an aeration and pressure filtration system for iron removal. The water is also disinfected with chlorination and fluoridated for public health. The City had previously dosed with sodium hydroxide for pH adjustment, but has stopped since March 7, 2022, due to the minimal effect it had on the pH and, in some cases, decreases seen in pH. Justification for the removal of the caustic soda feed was presented in the CCT proposal and approved by the WDNR to stop feeing in January 2022.

The system pressure is regulated by pumps at each WTP, a southern booster pump station, and four elevated tanks. The southern booster station is not used regularly and is described as storage for fire flow.

2.02 GENERAL WATER QUALITY

The water quality is generally similar at each well. Calcium and hardness levels from laboratory analysis indicate the raw water has high hardness. For all the wells, the reported calcium concentration was 75 milligrams per liter (mg/L) on average, and the hardness levels were 350 mg/L on average. Alkalinity is high in the raw water and averages 312 mg/L. There are minor levels of chloride and sulfate in the raw water. The laboratory pH results for the raw well water ranged from 7.03 to 7.47, with an average value of 7.21. The most recent pH results collected in in 2020 and 2021 were all equal to or less than this average value. Iron and manganese concentrations were elevated in the raw well water. Raw water quality from the City's wells is presented in Table 2.02-1.

Table 2.02-1 Well Samples

		Well No. 1					Well No. 3					Well No. 4					Well No. 5					Well No. 6				
	Units	6/5/2019	12/4/2019	5/6/2020	12/22/2020	6/16/2021	6/5/2019	12/4/2019	5/6/2020	12/22/2020	6/16/2021	6/5/2019	12/4/2019	5/6/2020	12/22/2020	6/16/2021	6/5/2019	12/4/2019	5/6/2020	12/22/2020	6/16/2021	6/5/2019	12/4/2019	5/6/2020	12/22/2020	6/16/2021
Alkalinity	mg/L	310.00	290.00	350.00	260.00	330.00	290.00	290.00	290.00	270.00	280.00	310.00	310.00	300.00	320.00	280.00	280.00	290.00	300.00	310.00	300.00	310.00	310.00	330.00	320.00	310.00
Calcium	mg/L	72.00	70.00	82.00	69.00	91.00	69.00	69.00	68.00	67.00	70.00	70.00	71.00	69.00	72.00	70.00	68.00	70.00	70.00	71.00	77.00	74.00	75.00	72.00	78.00	76.00
Chloride	mg/L	10.00	5.00	41.00	3.80	66.00	2.10	2.30	2.20	2.70	5.20	3.40	3.30	4.30	3.30	5.20	3.40	3.10	13.00	2.10	29.00	2.30	2.10	1.90	3.80	2.50
Fluoride	mg/L	0.19	0.23	0.18	0.24	0.16	0.19	0.23	0.22	0.22	0.21	0.17	0.20	0.22	0.17	0.21	0.19	0.24	0.20	0.16	0.19	0.17	0.21	0.18	0.16	0.18
Hardness	mg/L	340.00	320.00	390.00	310.00	440.00	310.00	300.00	300.00	300.00	310.00	320.00	330.00	310.00	340.00	310.00	300.00	310.00	320.00	330.00	360.00	330.00	340.00	330.00	360.00	340.00
Iron	mg/L	1.10	0.92	1.10	1.00	2.00	0.74	0.77	0.76	0.75	0.81	1.20	1.30	1.00	1.40	0.97	0.85	0.87	0.92	1.40	0.99	0.47	0.43	0.45	0.74	0.50
Manganese	µg/L	43.00	56.00	40.00	41.00	35.00	72.00	68.00	63.00	66.00	62.00	34.00	35.00	35.00	34.00	37.00	51.00	54.00	46.00	34.00	46.00	110.00	120.00	130.00	81.00	110.00
pH, Lab	S.U.	7.41	7.36	7.15	7.14	7.03	7.43	7.47	7.28	7.11	7.11	7.35	7.36	7.17	7.06	7.13	7.41	7.40	7.21	7.16	7.13	7.33	7.30	7.17	7.06	7.09

Note: Lab=laboratory
µg/L=micrograms per liter
S.U.=standard units

		Well No. 7					Well No. 8					Well No. 9					Well No. 10				
	Units	6/5/2019	12/4/2019	5/6/2020	12/22/2020	6/16/2021	6/5/2019	12/4/2019	5/6/2020	12/22/2020	6/16/2021	6/5/2019	12/4/2019	5/6/2020	12/22/2020	6/16/2021	6/5/2019	12/4/2019	5/6/2020	12/22/2020	6/16/2021
Alkalinity	mg/L	330.00	330.00	340.00	320.00	330.00	320.00	320.00	350.00	310.00	320.00	320.00	320.00	340.00	320.00	340.00	310.00	310.00	340.00	-	320.00
Calcium	mg/L	85.00	83.00	83.00	87.00	86.00	74.00	74.00	72.00	75.00	74.00	78.00	79.00	80.00	78.00	83.00	74.00	74.00	74.00	-	74.00
Chloride	mg/L	19.00	17.00	18.00	22.00	23.00	3.10	3.40	3.20	4.50	3.00	12.00	12.00	14.00	12.00	13.00	2.40	2.50	1.90	-	2.00
Fluoride	mg/L	0.16	0.19	0.17	0.15	0.16	0.16	0.19	0.18	0.18	0.16	0.18	0.20	0.18	0.17	0.16	0.18	0.21	0.18	-	0.17
Hardness	mg/L	410.00	390.00	400.00	420.00	410.00	340.00	340.00	330.00	340.00	340.00	360.00	360.00	370.00	480.00	380.00	330.00	330.00	340.00	-	330.00
Iron	mg/L	0.00	0.06	0.14	0.00	0.00	0.96	0.89	0.94	0.96	0.99	0.44	0.31	0.44	0.40	0.50	1.20	1.20	1.30	-	1.30
Manganese	µg/L	39.00	47.00	47.00	34.00	44.00	61.00	66.00	59.00	58.00	64.00	66.00	72.00	68.00	69.00	75.00	46.00	47.00	49.00	-	49.00
pH, Lab	S.U.	7.31	7.29	7.15	7.07	7.08	7.30	7.32	7.11	7.05	7.06	7.33	7.33	7.18	7.11	7.04	7.35	7.32	7.16	-	7.06

Water quality data collected from the entry points to the distribution system is presented in Table 2.02-2. There are three entry point sample locations, with each representing a different WTP. The three WTPs in the City's system are labeled the Central WTP, West WTP, and Northeast WTP, based on their geographic locations within the City. The water quality at all three WTPs was generally similar. The iron and manganese are effectively removed and listed as nondetect for all samples. The pH is increased through the WTP as a result of air stripping to an average of 7.8, making it less acidic than the raw water samples. Increasing the pH is often beneficial from a corrosion control perspective, as solubility of lead and copper in the water general declines as the pH is increased. The change in pH also impacts calcium solubility, which results in calcium precipitation and deposition in the downstream piping system. The water utility has noted issues with calcium precipitation within the WTP and in the distribution system, which is likely the result of the current pH adjustment practices. Since the termination of sodium hydroxide addition at the WTP calcium deposition (at least within the plan piping) has reportedly been largely eliminated.

Additional parameters used to analyze the water quality information in Table 2.02-2 are the corrosive indices and precipitation potential. The three corrosive indices (Langelier, Ryznar, and Aggressiveness) and precipitation potential are calculated using a TetraTech computer model. These indices are measures of calcium stability and are used to help predict the corrosive capabilities of water. The following are the desired ranges for these indices:

- Langelier Index: greater than -0.25
- Ryznar index: less than 7
- Aggressiveness index: greater than 12
- Precipitation Potential: 4 to 10

Table 2.02-2 Entry Point Samples

		806 South First Street (Central WTP)				1000 West Street (West WTP)				137 Hospital Drive (Northeast WTP)			
	Units	7/28/2020	10/27/2020	11/30/2021	12/6/2021	7/28/2020	10/27/2020	11/30/2021	12/6/2021	7/28/2020	10/27/2020	11/30/2021	12/6/2021
Field pH	S.U.	7.69	7.73	7.68	7.77	7.85	7.88	7.90	7.98	7.69	7.90	7.69	7.71
Field Temperature	°C	13.40	11.70	11.00	10.70	13.50	10.80	10.40	9.80	14.30	11.30	11.30	10.40
Alkalinity	mg/L	380.00	280.00	290.00	270.00	360.00	310.00	330.00	320.00	350.00	300.00	310.00	310.00
Calcium (Ca)	mg/L	72.00	71.00	68.00	72.00	82.00	82.00	81.00	85.00	73.00	73.00	70.00	76.00
Chloride (Cl)	mg/L	13.00	7.50	6.80	7.50	17.00	19.00	20.00	20.00	4.90	4.70	3.70	7.50
Chlorine (Free)	mg/L	0.88	0.84	0.76	0.79	0.94	0.95	0.91	0.86	0.86	0.85	0.83	0.79
Chlorine (Total)	mg/L	0.94	0.97	0.82	0.97	1.10	1.10	1.00	0.95	0.92	1.00	0.89	0.97
Sulfate	mg/L	17.00	14.00	14.00	14.00	31.00	33.00	34.00	33.00	17.00	16.00	15.00	14.00
TDS	mg/L	429.10	417.20	387.80	422.80	493.50	521.50	484.40	537.60	425.60	442.40	408.80	534.80
Langlier Index		0.63	0.5	0.44	0.52	0.81	0.73	0.77	0.84	0.61	0.70	0.50	0.52
Ryznar Index		6.44	6.73	6.79	6.74	6.23	6.42	6.36	6.3	6.47	6.49	6.70	6.68
Aggressiveness Index		12.53	12.43	12.37	12.46	12.72	12.68	12.72	12.81	12.50	12.64	12.42	12.48
Precipitation Potential	mg/L	48.04	28.52	26.91	27.61	55.1	42.44	47.04	47.75	43.82	37.75	31.96	33.41

Note: °C=degrees Celsius
TDS=total dissolved solids

The distribution system water quality samples are presented in Table 2.02-3. The water quality throughout the distribution system is generally similar. The exception to this is that there are four locations that reported very low calcium levels. These locations were 1173 North Fourth Street, 900 West Main Street, 1222 Perry Way, and 1731 South Church Street. The calcium at these locations ranged from nondetect to 25 mg/L, whereas the other locations in the distribution system had concentrations ranging from 68 to 82 mg/L. Strand suspects the samples collected at these locations may be softened.

Table 2.02-3 Distribution System Samples

		1021 South 3rd Street				860 West Street				1173 North Fourth Street				900 West Main Street				1222 Perry Way			
	Units	7/28/2020	10/27/2020	11/30/2021	12/6/2021	7/28/2020	10/27/2020	11/30/2021	12/6/2021	7/28/2020	10/27/2020	11/30/2021	12/6/2021	7/28/2020	10/27/2020	11/30/2021	12/6/2021	7/28/2020	10/27/2020	11/30/2021	12/6/2021
Field pH	S.U.	7.70	7.69	7.68	7.70	7.84	7.83	7.82	7.86	7.85	7.77	7.68	7.84	7.82	7.89	7.80	7.83	7.87	7.92	7.92	8.00
Field Temperature	°C	24.00	14.40	10.00	9.30	16.90	17.00	13.90	15.60	18.50	14.10	13.20	12.50	21.20	14.90	12.90	11.40	20.50	13.50	13.40	13.80
Alkalinity	mg/L	360.00	290.00	300.00	280.00	360.00	310.00	330.00	320.00	350.00	300.00	310.00	310.00	350.00	310.00	330.00	320.00	360.00	320.00	340.00	320.00
Calcium (Ca)	mg/L	71.00	71.00	68.00	67.00	81.00	82.00	81.00	80.00	0.57	0.11	ND	ND	0.23	0.25	ND	ND	0.50	6.20	25.00	1.40
Chloride (Cl)	mg/L	10.00	7.40	6.40	6.90	18.00	18.00	20.00	20.00	5.00	4.70	3.70	3.70	17.00	19.00	20.00	20.00	18.00	19.00	20.00	20.00
Chlorine (Free)	mg/L	0.66	0.82	0.75	0.94	1.10	0.97	0.92	0.90	0.74	0.74	0.65	0.62	0.74	0.94	0.84	0.83	0.81	0.94	0.87	0.65
Chlorine (Total)	mg/L	0.73	0.90	0.90	1.10	1.20	1.10	1.00	1.00	0.79	0.79	0.80	0.76	0.80	1.10	0.89	0.92	0.87	1.00	1.00	0.72
Sulfate	mg/L	16.00	14.00	14.00	13.00	31.00	33.00	34.00	33.00	16.00	16.00	15.00	14.00	31.00	33.00	33.00	32.00	30.00	33.00	33.00	32.00
TDS	mg/L	417.90	426.30	393.40	419.30	488.60	518.00	489.30	531.30	440.30	459.20	431.20	467.60	501.20	539.00	503.30	548.10	510.30	538.30	499.10	558.60
Langlier Index		0.76	0.52	0.44	0.41	0.85	0.77	0.74	0.78	-1.28	-2.21			-1.67	-1.72			-1.3	-0.3	0.3	0.3
Ryznar Index		6.17	6.65	6.8	6.88	6.15	6.28	6.33	6.29	10.4	12.18			11.16	11.32			10.4	8.5	7.3	7.4
Aggressiveness Index		12.51	12.4	12.39	12.37	12.7	12.63	12.64	12.67	10.55	9.69			10.12	10.18			10.5	11.6	12.3	12.2
Precipitation Potential	mg/L	53.62	30.99	27.79	23.6	57.12	45.82	47.44	46.47	-12.27	-16.36	-19.79	-15.18	-12.82	-13.14	-16.25	-16.02	-11.5	-6.1	12.3	8.6

		1731 South Church Street				112 Hall Street				210 North Montgomery Street				821 North Church Street				101 Oakridge Court			
	Units	7/28/2020	10/27/2020	11/30/2021	12/6/2021	7/28/2020	10/27/2020	11/30/2021	12/6/2021	7/28/2020	10/27/2020	11/30/2021	12/6/2021	7/28/2020	10/27/2020	11/30/2021	12/6/2021	7/28/2020	10/27/2020	11/30/2021	12/6/2021
Field pH	S.U.	7.73	7.82	7.73	7.65	7.68	7.75	7.62	7.75	7.82	7.84	7.68	7.73	7.60	7.80	7.65	7.62	7.74	7.73	7.69	7.61
Field Temperature	°C	20.70	16.70	15.50	14.10	20.00	16.50	15.10	13.90	22.00	13.90	11.90	10.70	22.80	16.70	15.30	12.50	18.50	14.60	13.30	11.70
Alkalinity	mg/L	310.00	290.00	300.00	290.00	350.00	300.00	310.00	310.00	350.00	290.00	300.00	290.00	350.00	300.00	310.00	310.00	340.00	300.00	310.00	310.00
Calcium (Ca)	mg/L	9.10	7.70	11.00	14.00	73.00	73.00	74.00	76.00	72.00	73.00	71.00	74.00	74.00	73.00	72.00	76.00	73.00	73.00	72.00	75.00
Chloride (Cl)	mg/L	12.00	8.20	10.00	11.00	4.90	5.00	3.70	3.70	9.90	9.00	7.60	9.00	5.20	5.00	3.70	3.70	5.20	4.80	3.70	3.70
Chlorine (Free)	mg/L	0.47	0.65	0.61	0.54	0.73	0.73	0.52	0.43	0.67	0.72	0.69	0.69	0.48	0.59	0.53	0.60	0.83	0.82	0.86	0.81
Chlorine (Total)	mg/L	0.57	0.68	0.78	0.71	0.91	0.79	0.55	0.60	0.77	0.81	0.82	0.73	0.50	0.64	0.60	0.65	0.88	0.97	0.86	0.83
Sulfate	mg/L	18.00	15.00	19.00	18.00	16.00	15.00	15.00	15.00	16.00	18.00	15.00	17.00	16.00	16.00	15.00	15.00	16.00	16.00	15.00	15.00
TDS	mg/L	433.30	441.00	423.50	462.70	420.70	447.30	409.50	447.30	419.30	450.10	399.70	445.20	419.30	443.80	413.00	445.90	420.70	443.10	409.50	447.30
Langlier Index		-0.21	-0.28	-0.22	-0.24	0.69	0.63	0.51	0.63	0.85	0.67	0.49	0.52	0.65	0.69	0.53	0.47	0.71	0.58	0.54	0.45
Ryznar Index		8.16	8.39	8.17	8.13	6.31	6.48	6.6	6.5	6.12	6.5	6.7	6.7	6.29	6.43	6.59	6.67	6.32	6.56	6.61	6.72
Aggressiveness Index		11.58	11.57	11.65	11.66	12.49	12.49	12.38	12.52	12.62	12.56	12.41	12.46	12.41	12.54	12.4	12.39	12.53	12.47	12.44	12.37
Precipitation Potential	mg/L	-5.57	-6.31	-6.27	-7.88	48.67	37.28	34.79	38.94	53.9	35.86	30.92	30.75	49.1	38.92	34.92	32.98	47.26	35.26	34.77	31.24

Throughout the distribution system, the water had high alkalinity, hardness, and exhibited a likelihood of calcium precipitation, based upon calcium precipitation indices. Chloride concentrations throughout the system were not at levels anticipated to cause concern. Free chlorine was generally stable throughout the distribution system. The pH was high, and calcium was low in the locations with corrosion risk, but acceptable throughout.

2.03 DISTRIBUTION SYSTEM DESCRIPTION AND MATERIAL INVENTORY SUMMARY

The City's water distribution system includes approximately 630,000 feet of water main ranging up to 16 inches in diameter. The piping is reported as primarily metal piping, mostly consisting of a mix of cast or ductile iron pipe. No lead is reported in the water distribution mains. Lead is reported in services only. As of the 2020 Public Service Commission of Wisconsin (PSCW) report, 556 utility-owned lead services were reported, and 1,405 privately owned lead services were reported. The remaining utility-owned service lines are listed as "unknown–does not contain lead" in the PSCW report. The City is in the process of refining this inventory to better identify actual materials in preparation for future compliance with the revised Lead and Copper Rule (LCR).

A. Current Lead Service Laterals Removal

The City is currently working towards removing all galvanized and lead service laterals (LSL) within its distribution system. Based upon the City's latest material inventory at the time of this study, there are approximately 933 private lead, 25 private galvanized, and 504 private unknown material service laterals remaining. Additionally, there are 445 public lead service laterals and 183 public unknown material service laterals remaining. These service laterals are tentatively scheduled to be removed by the year 2026. Of these 1,500, approximately 1,000 are considered private side LSLs, and approximately 500 are complete private and public side LSLs.

2.04 LCR HISTORICAL RESULTS

Lead and copper monitoring data was obtained from the WDNR public drinking water system database Web site. Action levels for lead are currently 15 µg/L and 1,300 µg/L for copper. The system exceeded the lead action level in 2020 and 2021 and reached action level in 2008 and 2011. The City did not reach or exceed the copper action level during the same time period. Based on a review of the sampling locations, the location of the elevated lead levels appears to be more of a function of sampling locations. It does not appear to be associated with any specific area of the system. Potential water quality differences between specific entry points or dead ends might be related to water age.

The latest two rounds of sampling in May and October 2022 have shown a decrease in lead below the action level. These latest 90th percentile results indicate that the City is in compliance of lead and copper regulations. The City's compliance determination was confirmed by the WDNR based on these results.

A summary of the 90th percentile results for sampling since 2002 is presented in Table 2.04-1.

Year	Lead (µg/L)	Copper (µg/L)
2022	14	120
2022	12	110
2021	16[a]	120
2021	14	130
2020	16[a]	100
2017	14	120
2014	14	140
2011	15[b]	130
2009	11	140
2008	15[b]	160
2005	9	150
2002	12	114

[a]Denotes samples higher than the associated AL.
[b]Denotes samples at the associated AL.

Table 2.04-1 Lead and Copper 90th Percentiles

SECTION 3
DEMONSTRATION STUDY

3.01 INTRODUCTION

As indicated in the CCT Study Proposal, demonstration testing of alkalinity, pH, and calcium adjustment was not performed. Alkalinity, pH, and calcium adjustment usually involves an increase in these water quality parameters to reduce the potential for lead and copper corrosion. The existing raw water supplies for the City already exhibit high alkalinity and calcium hardness. The use of alkalinity, pH, and calcium adjustment are generally not appropriate for use in a very high alkalinity, high-hardness water such as those found in the City. Further increases in pH (to decrease lead solubility) would result in increased calcium hardness precipitation, lead to calcium precipitation, and scaling problems within the distribution system. The existing calcium stability indexes support the anecdotal observations made by the City. As a result, further alkalinity or pH adjustment is ineffective and impractical.

While the City is observing calcium precipitation in the treated water, maintaining some level of pH adjustment is desirable. The raw well water was reported to be less than 7.2, which is relatively low when considering typical lead solubility and effective ranges for inhibitors such as phosphates. Adjustment of pH occurs in the current treatment process as water passes through the air strippers before filtration. Aeration removes carbon dioxide and results in an increase in pH.

The treatment technology tested was the addition of blended polyorthophosphates doses to the existing treated well water at the current adjusted pH range of 7.6 to 7.8. This is not entirely consistent with guidance found in *Optimal Corrosion Control Treatment Evaluation Technical Recommendations for Primacy Agencies and Public Water Systems*, which would recommend using of straight orthophosphate when iron removal is performed. The intent of the use of a blended phosphate is to use the sequestering capability of the polyphosphate portion to help control the precipitation of calcium from the pH feed and provide some level of sequestering protection for any breakthrough of iron and manganese that may occur. The proposed dose presented is based upon the fixed polyphosphate doses to sequester these constituents while varying the poly- and orthophosphate percentage to achieve different orthophosphate and total phosphate levels. The orthophosphate portion is expected to develop phosphate-based scales on the internal surfaces of the lead pipes, resulting in a reduction in soluble lead in the water.

For this study, the use of silicate-based corrosion control chemicals was considered. The effectiveness of silicates in waters of this character is somewhat unknown but have been used with variable success in other systems to accomplish similar levels of corrosion treatment. United States Environmental Protection Agency (USEPA) generally suggests using phosphates over silicate inhibitors because of higher costs and the higher doses required to accomplish the same result for silicate inhibitors. For this reason, the preference is to evaluate alternative forms of phosphate-based CCT.

A description of the demonstrative CCT testing, chemicals, apparatus, and schedule is presented in the following sections.

3.02 CHEMICAL ADDITION

The chemicals tested in this demonstrative study included two different blended polyphosphates. The data sheets for these chemicals are found in Appendix B.

The blended polyphosphates are Carus™ 8500 and Carus™ 8600.

The Carus™ 8500 product is a 50-percent orthophosphate and 50 percent polyphosphate blend. The dosage for Loop 1 was 3 mg/L as total phosphate, with an orthophosphate dose of 1.5 mg/L. The dose was approximately 6.3 parts per million (ppm) as product.

The Carus™ 8600 product is a 70-percent orthophosphate, 30 percent polyphosphate blend. The dosage for Loop 2 was 5 mg/L as total phosphate, with an orthophosphate dose of 3.5 mg/L. The dose was approximately 11 ppm as product.

The treatment chemicals, dosing, and percentages of ortho- and polyphosphates are presented in Table 3.02-1.

Chemical	Dosage Total Phosphate (mg/L)	Polyphosphate		Orthophosphate	
		Percent	Dose (mg/L)	Percent	Dose (mg/L)
Carus™ 8500	3	50	1.5	50	1.5
Carus™ 8600	5	30	1.5	70	3.5

Table 3.02-1 Chemical Additions

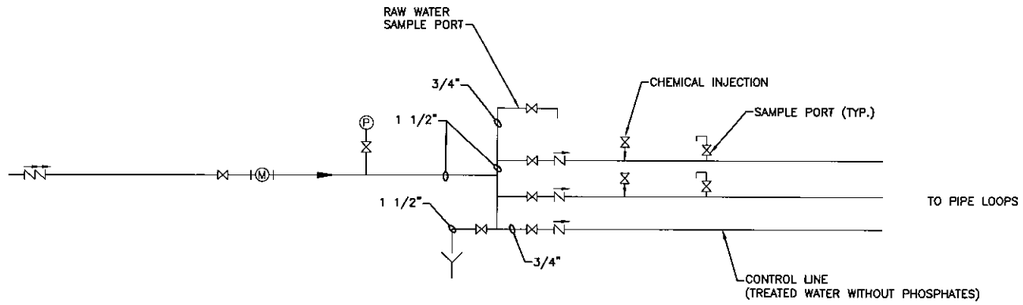
3.03 TEST APPARATUS

The test apparatus was loosely based upon the apparatus used by USEPA's Office of Research and Development for testing lead pipe segment exhumed in Flint, Michigan. The test sections used in the apparatus were 4-foot-long exhumed lead services from the existing system and similar 4-foot-long new copper piping. The additional line of copper was new material and not exhumed from the existing system. Additionally, one bypass loop was placed of new polyvinyl chloride (PVC) pipe. All other piping and valves were nonmetallic, except the fittings. PVC fittings could not be obtained in a timely manner and metal fittings were substituted.

The sampling apparatus was designed with one loop consisting of three lead pipes and three copper pipes in series. Two loops were treated with a chemical as described previously, with the third loop exposed to the existing treated water. The exposed loop was used for evaluating the effectiveness of the polyphosphates to sequester calcium, control precipitation, and deposition on piping components. Flow through the pipe loops was controlled by an electrically actuated solenoid valve operated off a programable timeclock. Chemical metering pumps for the corrosion control chemical feeds were controlled by the same timeclock. Chemical injection was provided for the CCT chemicals. A schematic of the test apparatus is shown in Figure 3.03-1.

GENERAL NOTE:

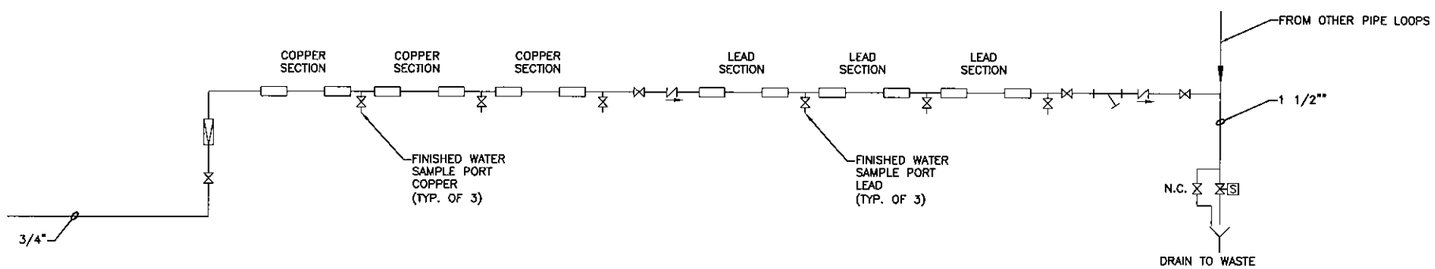
1. THERE WILL BE A HIGHPOINT ALONG EACH LOOP. IF POSSIBLE, INSTALL A SAMPLE TAP AT HIGHPOINT TO BLEED AIR OUT OF LOOP OR ADD A TEE AND ISOLATION VALVE TO DO THIS.



SUPPLY SCHEMATIC

SYMBOLS

- VARIABLE AREA FLOWMETER
- VALVE
- FLOOR DRAIN TO SANITARY
- CHECK VALVE
- TOTALIZING FLOWMETER
- PRESSURE GAGE
- PIPE COUPLING
- REDUCER/INCREASER
- INLINE MIXER
- SOLENOID VALVE
- BACKFLOW PREVENTER
- Y – STRAINER



TYPICAL LOOP SCHEMATIC (3 TOTAL)

PIPE LOOP SCHEMATIC

CORROSION CONTROL STUDY
CITY OF WATERTOWN
WATERTOWN, WISCONSIN

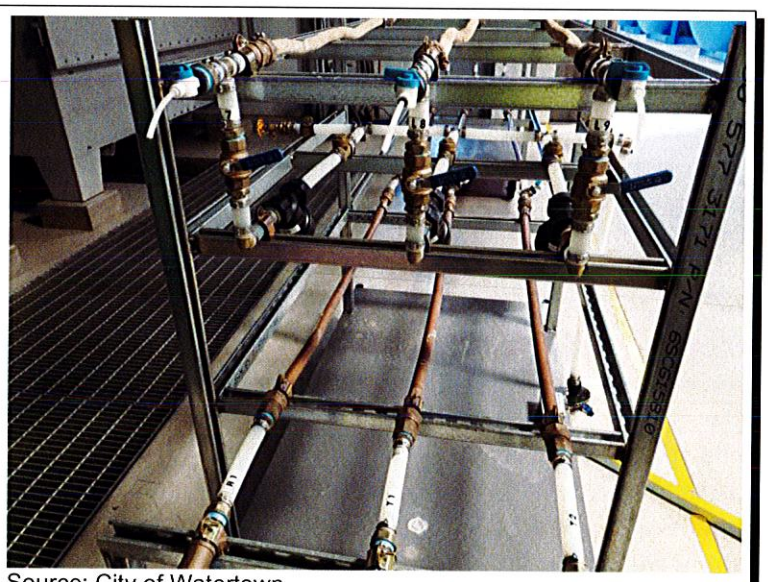
STRAND ASSOCIATES®

FIGURE 3
1550.00

Sample taps were located on the raw water line, after chemical injection on each loop, and following each copper and lead section of the loop. Water was discharged to a floor drain. Totalizing flow meters and variable area flow meters were used. Photographs of the final design apparatus are presented in Figures 3.03-2 and 3.

Source: City of Watertown
Note: Lead lines on top and copper lines on bottom

Figure 3.03-2 Test Apparatus



Source: City of Watertown
Note: Lead lines on top and copper lines on bottom

Figure 3.03-3 Test Apparatus–Sample Taps

Daniel Williams, a physical scientist for USEPA's Office of Research and Development, has published and provided the recommended standard procedures for harvesting lead pipe. The City harvested a retired lead service in accordance with these procedures, which are listed Appendix C.

A. Location

The demonstration testing was conducted at the Central WTP filter room. This location provided adequate space for housing all testing equipment and the testing apparatus. The water used from this WTP for the study was fully treated finished water.

B. Apparatus operation

The test apparatus was intended to simulate the operation of a typical City household service throughout the duration of a day. Table 3.03-1 presents the repeating pattern of operation used to simulate this usage throughout the day. The repeating cycle included a 530-minute period (8 hours, 50 minutes) ending at 8:20 A.M. to allow for an 8-hour stagnation sample to be collected. The flow rates proposed are 2 gallons per minute (gpm), which is representative of the typical flow rate for a kitchen sink. This would be a flow velocity of approximately 2.75 feet per second (fps) in a 0.5-inch line and 1.5 fps in a 0.75-inch line.

Time	Cycle Mode	Stagnation Time (minutes)	Running Time (minutes)	Flow Rate per Pipe (gpm)	Volume (gallons)
8:20	ON	530	10	2	20
8:30	OFF				
11:20	ON	170	10	2	20
11:30	OFF				
14:20	ON	170	10	2	20
14:30	OFF				
17:20	ON	170	10	2	20
17:30	OFF				
20:20	ON	170	10	2	20
20:30	OFF				
23:20	ON	170	10	2	20
23:30	OFF				
Totals			60		120

Table 3.03-1 Test Apparatus Operation Schedule

The removal, cutting, and installation of the lead pipe services (even following the recommended USEPA standard operating procedures) was expected to significantly disturb the existing scales found on the interior of the existing lead services. To attempt to reestablish the scales and flush any particles created from the exhumation and rack construction process from the system, treated water from the existing well was passed through the piping. The flow was maintained from July 13 to August 24, 2022, (approximately 43 days) and operated using the timed flow pattern in Table 3.03-1, before initiating the chemical feed and sampling plan described in Table 3.04-1 in the next section.

Stagnation samples for lead and copper were collected once per week from each pipe loop to evaluate the effectiveness of the pipe conditioning period.

3.04 SAMPLING PLAN

The sampling plan and data collection frequency that was complete are shown in Table 3.04-1.

The sampling frequency was divided into three phases:

1. Phase 1 (First Week)–Daily samples were collected for field parameters with a weekly sample for laboratory parameters. The primary objective of the first week of sample collection was to establish stable system operation in chemical feed rate, flow rates, break tank operation, and collect field measurements of the raw water quality.

2. Phase 2 (Next Three Weeks)–Sampling was shifted to weekly sampling for both field and laboratory data. The intent of this sampling was to continue to monitor the stability of the operation of the system, reliability of field instruments, and to validate the stability of the raw water characteristics. Daily checking of the system, including recording totalizing meter values and observing V-notch flow rates, occurred. Observations of the flow rates through the V-notch meters were recorded if the system is "on" during the observation period but were not necessarily required.

3. Phase 3 (Beginning on the Fifth Week and Continuing for the Remainder of the Demonstration Period)–Sampling shifted to weekly samples on all field measurable characteristics and finished lead and copper. Monthly samples were collected on remaining laboratory parameters to verify continued stability of the raw water samples and check accuracy of field instrument observations.

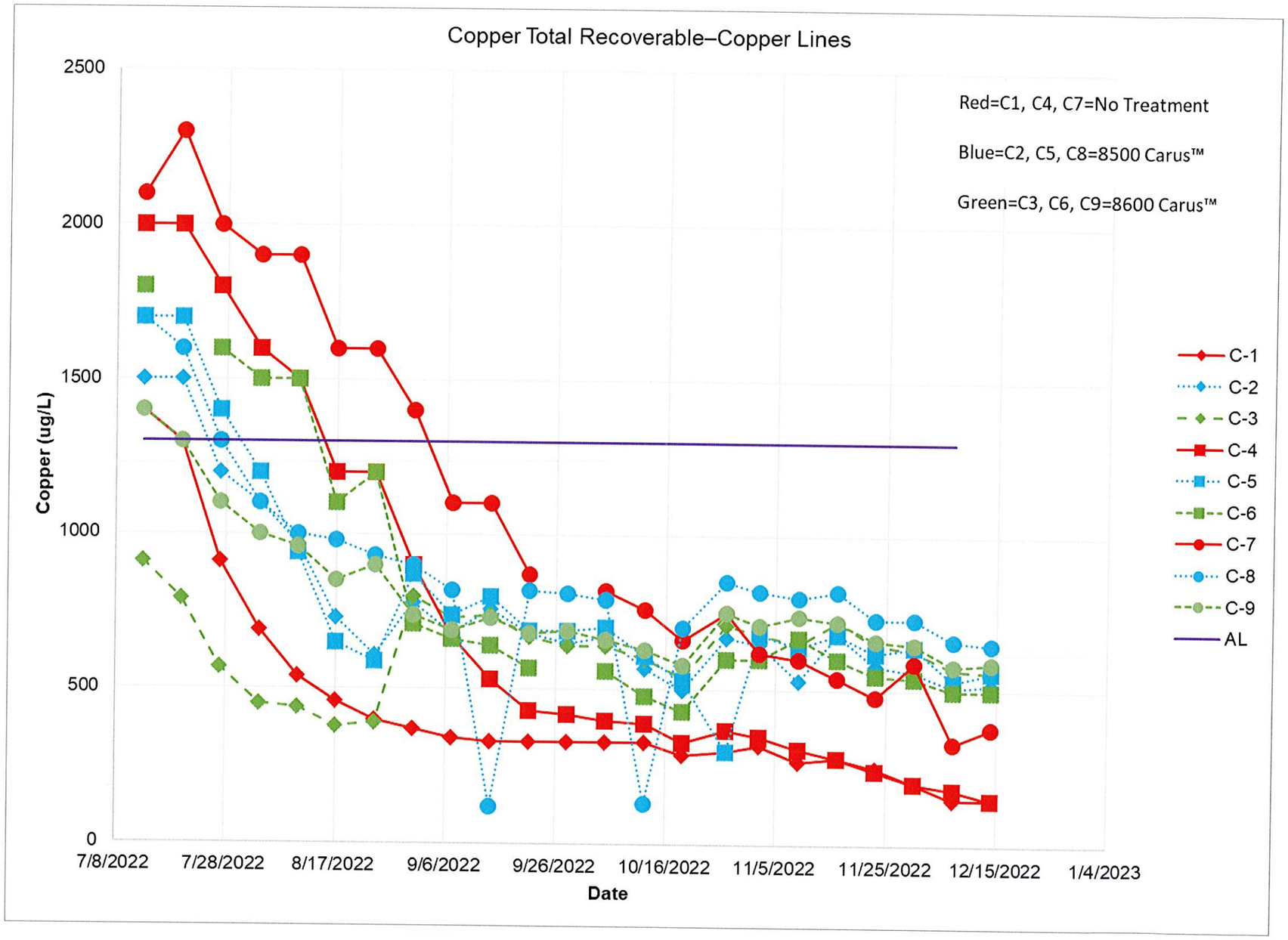
Samples from the finished water simulated "first draw" samples. The samples were collected following a minimum 8-hour stagnation period. Samples were drawn with the valve fully open and consisted of a minimum sample size of 250 milliliters (mL) from the copper section and 250 mL from the lead section. By maintaining consistency in piping between loops, it is expected that the relative performance of the various treatment options can be compared, and a preferred alternative identified.

This section presents the data collected from the demonstration study and provides analysis and discussion for each parameter. The discussion will refer to the various chemical treatments by their associated loop number. Section 3.02–Chemical Additions detailed the loop numbers and the chemical associated with the loop.

4.01 COPPER

Copper samples were collected from July 13 to December 14, 2022, for both dissolved and total copper from the copper sections of the test apparatus. The dissolved and total copper concentrations were generally very consistent throughout the period, with a majority of the copper observed (greater than 90 percent) being dissolved. The results of the copper sampling for total copper are presented in Figure 4.01-1.

Figure 4.01-1 Total Copper Concentration from Copper Sections (July 13 to December 14, 2022)



From Figure 4.01-1, the copper results exhibited similar trends for all three loops. All three loops presented an initial value that would be their maximum value in copper concentrations by the end of the study. These initial values were all greater than the AL before eventually declining to a level well below the AL. None of the copper samples were greater than AL since early September 2022 with one of the no treatment loops being the last to decrease below it. The two loops with chemical additions were similar in results throughout and varying in concentration as samples were taken in the series. For the no treatment lines, the results generally followed the order the samples were taken in from the series with the lowest concentration coming from C-1, second lowest from C-4, and third lowest as C-7. There is a consistent increasing dilution effect that carries through each downstream line segment. As a result, it is more important to look at the trends on the individual samples on a given segment, versus trying to compare values across the data sets. The statistics from the copper results after the conditioning period (August 31 to December 14, 2022) are presented in Table 4.01-1.

Copper Section	Chemical	Average (µg/L)	Minimum (µg/L)	Maximum (µg/L)	Standard Deviation (µg/L)
C-1	None	462	150	1,400	276
C-4					
C-7					
C-2	8500 Carus™	655	120	900	161
C-5					
C-8					
C-3	8600 Carus™	637	430	800	81
C-6					
C-9					

Note: AL for copper is 1,300 µg/L.

Table 4.01-1 Copper Total Values Post Conditioning Period

The three loops generally indicate that addition of orthophosphates will have a negative impact on dissolved copper. The two loops that were treated with the chemical exhibited similar greater copper concentrations than the untreated loop. The two treated loops were generally in the 500 to 700 µg/L range, which is one-third to one-half the AL. This was not unexpected, as orthophosphates have been known to increase copper concentrations in high dissolved inorganic carbon (DIC) waters. In general, all three copper loops were exhibiting declining copper levels upon completion of the testing and were all well below the action level.

4.02 LEAD

Following the same sampling schedule as copper, lead samples were collected from July 13 to December 14, 2022. Both dissolved and total lead concentrations were tested from the lead sections of the apparatus. The results of the lead sampling for total lead are presented in Figure 4.02-1.

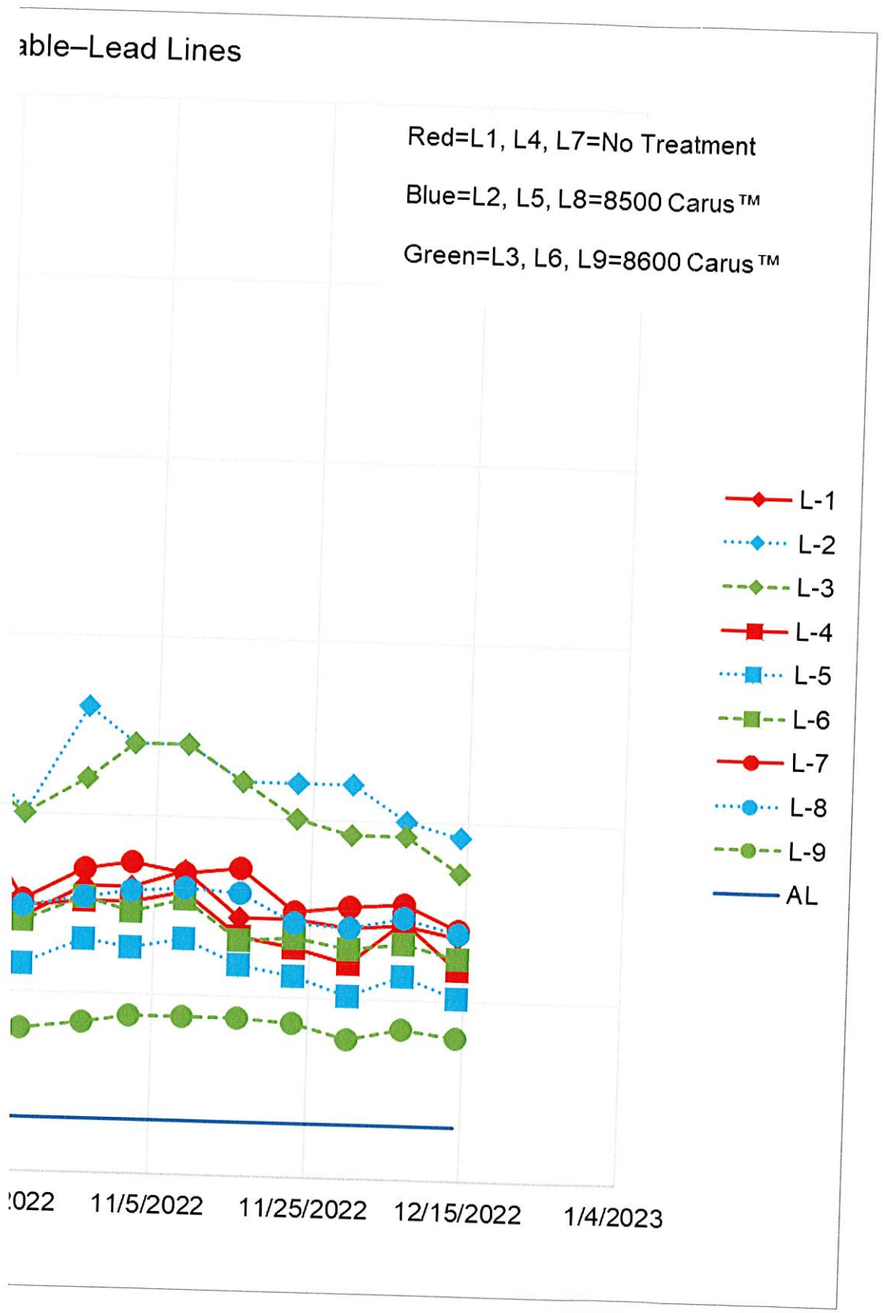


Figure 4.02-2 Total Lead Results–No Treatment

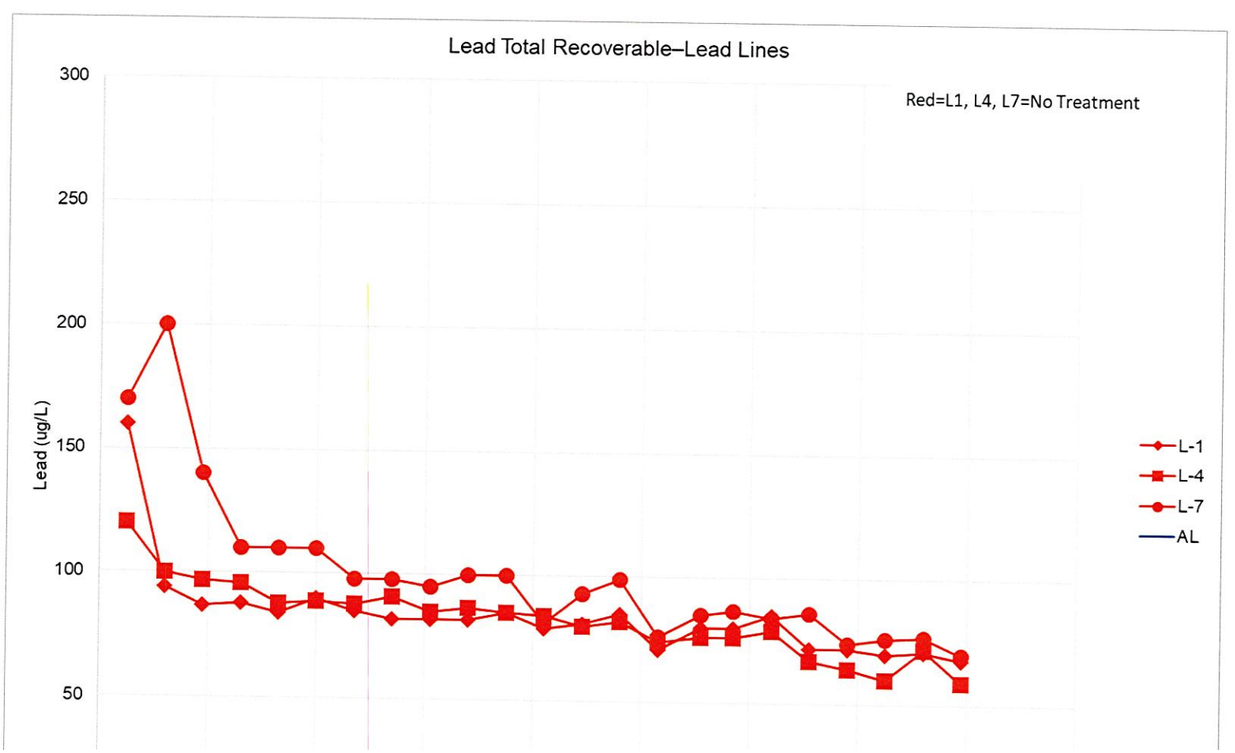


Figure 4.02-3 Total Lead Results–8500 Carus

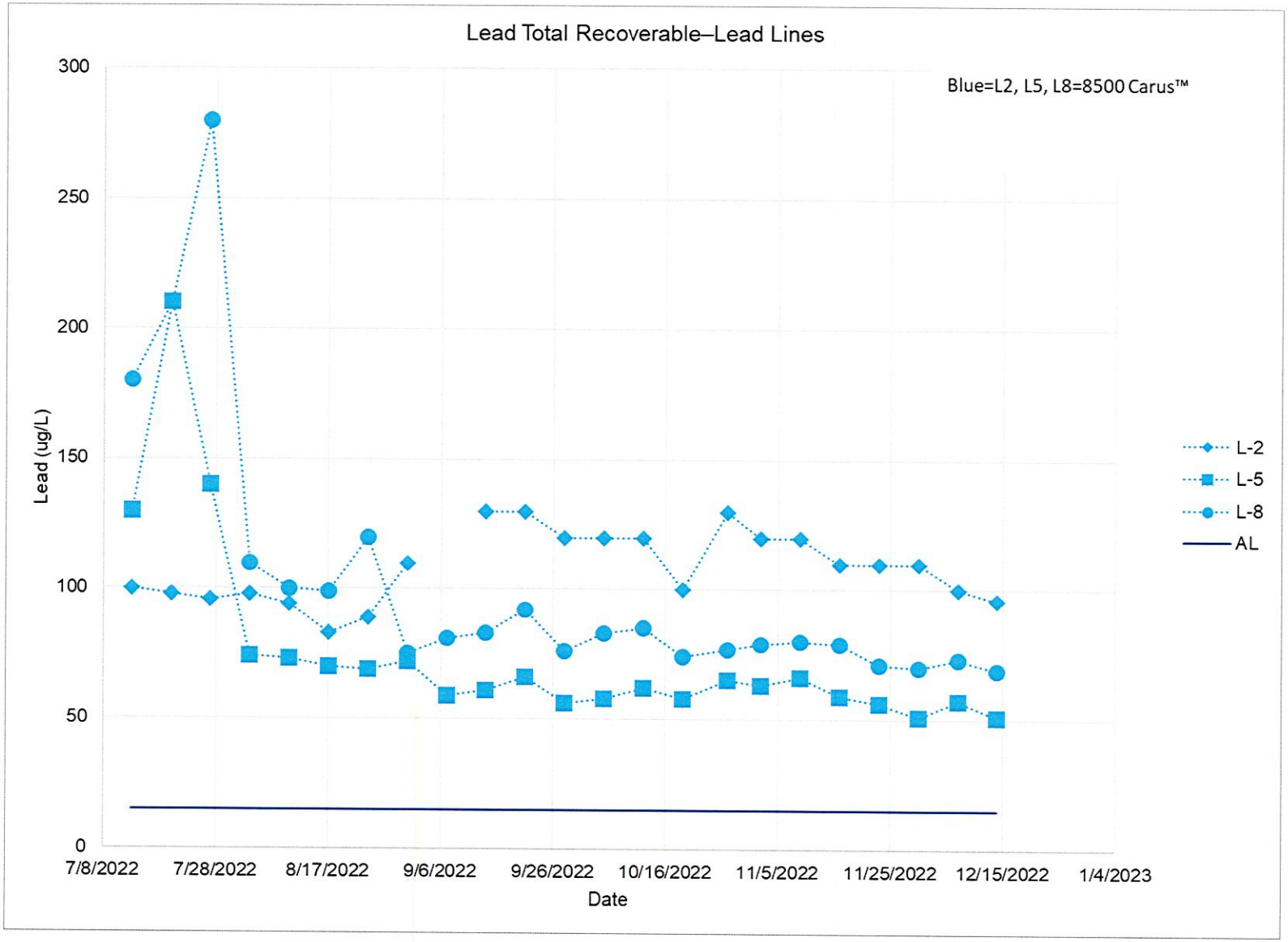
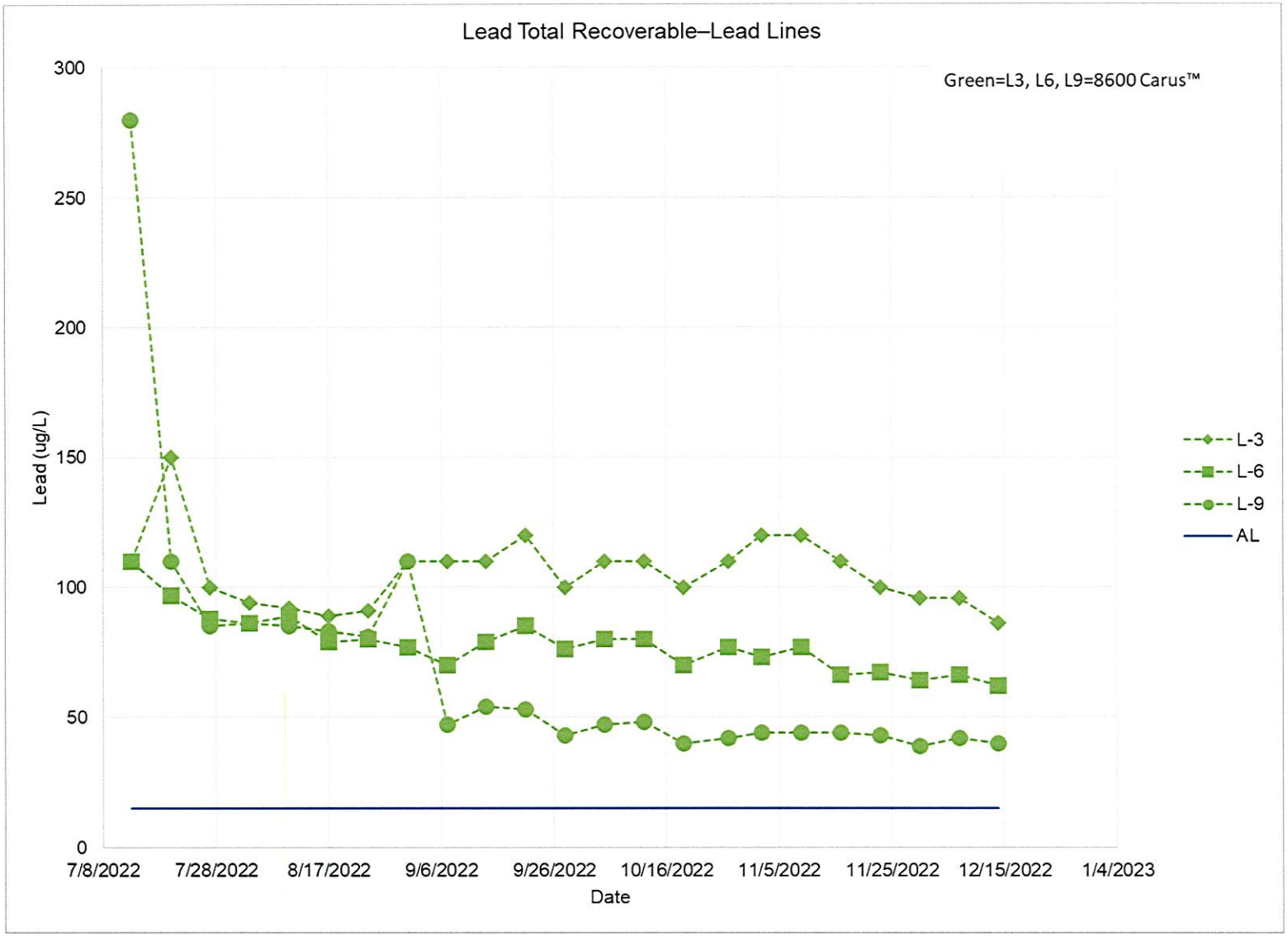


Figure 4.02-4 Total Lead Results–8600 Carus



Statistics for the lead results after the conditioning period (August 31 to December 14, 2022) are presented in Table 4.02-1. The results of the testing of the three loops were relatively similar. The most consistent trend (based on the graphs presented in Figure 4.02-2) was the no treatment loop. Beyond visually appearing to be the most consistent, this loops also resulted in the lowest standard deviation for the data set. The two treatment loops exhibited greater variability resulting in greater standard deviations.

Lead Section	Chemical	Average (µg/L)	Minimum (µg/L)	Maximum (µg/L)	Standard Deviation (µg/L)
L-1 L-4 L-7	None	80	59	100	10
L-2 L-5 L-8	8500 Carus™	84	51	130	24
L-3 L-6 L-9	8600 Carus™	76	39	120	27

Note: AL for lead is 15 µg/L.

Table 4.02-1 Statistics for the Lead Total Values Post Conditioning Period

The averages for all three loops were at least five times higher the AL, with 8600 Carus™ being the lowest. While it is difficult to see due to the initial spikes in lead that occurred during testing, all lead loops appear to exhibit an overall gradual declining trend in total lead levels. No solution resulted in a total lead sample less than the AL. The trends in the results are presented in Table 4.02-2.

Lead Section	Chemical	July 13, 2022 (µg/L) Start of Study	August 3, 2022 (µg/L) First Large Drop in Lead	August 31, 2022 (µg/L) End of Conditioning	December 14, 2022 (µg/L) End of study	Difference End of Conditioning to End of Study (µg/L)	Difference Start to End of Study (µg/L)
L-1	None	160	88	82	68	14	92
L-4	None	120	96	91	59	32	61
L-7	None	170	110	98	70	28	100
L-2	8500 Carus™	100	98	110	96	14	4
L-5	8500 Carus™	130	74	72	51	21	79
L-8	8500 Carus™	180	110	75	69	6	111
L-3	8600 Carus™	110	94	110	86	24	24
L-6	8600 Carus™	110	86	77	62	15	48
L-9	8600 Carus™	280	86	110	40	70	240

Note: AL for lead is 15 µg/L.

Table 4.02-2 Lead Total Values Over the Study

Based upon the trends in the data over the study presented in Table 4.02-2, the chemical addition with the largest reduction in total lead was the 8600 Carus™. The results never reached below the AL but did reach the lowest of the other treatment sections.

SECTION 5
CONCLUSIONS AND RECOMMENDATIONS

5.01 CONCLUSIONS

The demonstrative study was completed from July 13 to December 14, 2022, with chemicals being added for corrosion control after week 7. During the duration of the demonstrative study, lead and copper samples were collected according to the set sampling plan. These results were analyzed to determine the most effective blended phosphate corrosion inhibitor.

The initial readings for lead and copper were both higher than the AL, with most being the maximum values for both metals. The explanation for this initial spike is the disruption caused during the pipe extraction and apparatus construction. This is to be minimized through the recommended lead line extraction strategy in Appendix C but is ultimately unavoidable. Through this process, some existing scaling in the pipe that had already been inhibiting lead or copper corrosion may have been disrupted and caused the pipe to leach out. The intent of the conditioning period is to rescale these lines before the chemicals are added.

The data collected revealed that neither treatment approach was definitively better than the other, nor were any alternative significantly better than a do-nothing approach as far as lead corrosion control was concerned. The data showed that orthophosphate addition had a negative effect on the copper levels, although the resulting levels were still well below the action levels. Assuming that a do-nothing approach to lead corrosion would not be an option, then, of the two chemicals tested, the Carus 8600 performed slightly better.

The best solution for the copper concentrations would be a do-nothing approach, but because copper is not an exceedance at this time, the lead corrosion control becomes more important. Copper levels remained less than the AL throughout the chemical treatment portion of the study after an initial spike and continued to decrease as the study progressed. Therefore, all three treatment methods were effective as needed for the purpose of copper sequestration.

5.02 RECOMMENDATIONS

As a long-term treatment plan, the water utility is completing lead service line replacement. The City has tentatively scheduled to remove the remaining lead and galvanized service laterals by 2026. For the City, the most effective CCT will be the complete removal of all known LSLs from the distribution system. This will eliminate the potential source of the lead.

During a December 9, 2022, meeting the WDNR informed the City that it is currently in compliance regarding the lead and copper regulatory standards. Therefore, the City is not required to implement another form of CCT unless a 90th percentile lead test result is greater than the AL. If a blended phosphate corrosion inhibitor is required to be added, the recommendation would be the 8600 Carus™ with the understanding that it is only slightly more effective than the 8500 Carus™ or no chemical addition options. The 8600 Carus™ was the high percentage orthophosphate option of the two chemical additions and, therefore, is generally expected to yield better lead passivation results. This inhibitor addition permits an increase in orthophosphates to form passivating scales while maintaining a relatively consistent polyphosphate dose to sequester iron and manganese found in the raw water. It is believed this should result in improved corrosion control.

APPENDIX A
WDNR CORRESPONDENCE

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

Tony Evers, Governor
Preston Cole, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711

July 29, 2021

Pete Hartz
Watertown Waterworks
800 Hoffman Dr
Watertown, WI 53094

Project Number: W-2021-0568
Date Received: April 30, 2021
DNR Region: SCR
PWSID 12800447

SUBJECT: WDNR Response to Corrosion Control Treatment Recommendation

Dear Mr. Hartz,

This letter is to inform you of the Wisconsin Department of Natural Resources' (Department's) response to your Public Water System's (PWS) corrosion control treatment (CCT) recommendation, which was received by the Department on April 30, 2021.

In accordance with Chapter NR 809.543(1), Wis. Adm. Code Subchapter II – Control of Lead and Copper, the Department required Watertown to submit a CCT Recommendation Worksheet on August 21, 2020 after a Lead Action Level Exceedance (ALE) occurred during the 2020 lead and copper compliance monitoring period.

Department Comments on Corrosion Control Treatment Recommendation(s):

1) Watertown proposed removing 7% of known lead service lines per year until no complete or partial lead service lines remain.

In accordance with s. NR 809.542, Wis. Adm. Code, the Department must accept your CCT recommendation, designate optimal CCT for your system, or require your system to conduct a CCT Study. The Department reviewed and evaluated your CCT recommendation in accordance with US EPA's guidance document *Optimal Corrosion Control Treatment Evaluation Technical Guidance for Primacy Agencies and Public Water Systems*. **Based on this review of your CCT recommendation, the Department is requiring Watertown to develop and conduct a demonstrative CCT study. The completed CCT study must be submitted by January 31, 2023.** A demonstrative study requires a system to demonstrate through use of pipe-loops or other similar technologies that a given treatment will be effective in their system. The Department recommends that Watertown works with a consultant and/or treatment expert and follows EPA's Guidance: *Optimal Corrosion Control Treatment Evaluation Technical Guidance for Primacy Agencies and Public Water Systems* (online at https://www.epa.gov/sites/production/files/2016-03/documents/occtmarch2016.pdf). An additional Department resource, *Components of a Corrosion Control Study,* has been enclosed for your reference.

Your CCT study must include an evaluation of your PWS's water quality and infrastructure, and a plan to reduce lead concentrations in drinking water. CCT study requirements are described in more detail on the enclosed EPA Guidance. Although your CCT study will be specific to your system, it should include all of the following elements: an evaluation of current treatment for efficacy in reducing lead; consideration of the sources of lead in the system; consideration of other treatment options that may be more effective at reducing lead; and an evaluation of water quality parameters that can impact lead releases and corrosion control treatment efficacy. Be advised that an evaluation of the corrosivity of the water alone is not a substantial enough analysis to determine the likelihood of lead release.

The Department has established several interim deadlines to assist in the development of your CCT study. These interim deadlines and the final deadline are included on the enclosed table, *Corrosion Control Study Timeline*. The first interim deadline requires Watertown to submit a CCT study design proposal to the Department by

January 31, 2022. The proposal should outline the basic steps/components of the CCT study and the anticipated timeline for each step. Following the submittal of this proposal, the Department will schedule a time to meet with you and review the remainder of the interim deadlines and the CCT study process.

If you have any questions regarding these requirements, you may contact your DNR Representative, Sophia Stevenson, at (608) 576-4934.

Sincerely,

Ann Hirekatur
Public Water Supply Section
Bureau of Drinking Water and Groundwater
ann.hirekatur@wisconsin.gov

Enclosures:

1) *Optimal Corrosion Control Treatment Evaluation Technical Guidance for Primacy Agencies and Public Water Systems - https://www.epa.gov/sites/default/files/2016-03/documents/occtmarch2016.pdf*
2) *Components of a Corrosion Control Study*
3) *Corrosion Control Study Timeline*

cc: Terry Schultz – Water Operator, City of Watertown
Sophia Stevenson – Water Supply Engineer, DNR, Fitchburg
Eileen Pierce – SCR Supervisor, DNR, Fitchburg
Adam DeWeese – Public Water Supply Section Chief, DNR, Madison
Cathrine Wunderlich – Public Water Engineering Section Chief, DNR, Madison
Brendon Peppard – Water Supply Engineer, DNR, Madison
Colin Sinclair – Water Supply Specialist, DNR, Madison

WISCONSIN DEPT. OF NATURAL RESOURCES

CORROSION CONTROL TREATMENT STUDY

Components of a Desktop and Demonstrative Corrosion Control Treatment Study

The purpose of this document is to serve as a reference for systems required to conduct a Corrosion Control Treatment Study and outlines the differences between *Desktop* and *Demonstrative* studies. This may **not** encompass all the content necessary for a Corrosion Control Study but serves to highlight some of the major components and expectations for each study type. Each system's study components will depend on system specifics. Refer to the EPA's *Optimal Corrosion Control Treatment Evaluation Technical Guidance for Primacy Agencies and Public Water Systems* for additional information.

Components of a CCT Study May Include:

1) Evaluation of the efficacy of all treatments described in s. NR 809.543(3), as follows:
    a. Alkalinity and pH adjustment.
    b. Calcium hardness adjustment.
    c. The addition of a phosphate or silicate-based corrosion inhibitor at a concentration sufficient to maintain an effective residual concentration in all test samples.
2) For demonstrative studies systems should:
    a. Evaluate each of the corrosion control treatments listed above using either pipe rig or loop tests, metal coupon tests, partial–system tests (see *Corrosion Control Study – Demonstration Study Types* pg 3).
    b. Collect water quality data before *and* after the evaluation of a given treatment; the list of applicable WQPs will be discussed further in later correspondence.
    c. Recommendation for implementation of CCT that minimizes lead and copper at consumer's taps based a demonstrative study conducted using your system's water.
3) For desktop studies systems should:
    a. Evaluate raw, entry point, and distribution system water quality information for the determination of key water quality parameters and their potential impacts of water quality on lead and copper release and treatability.
    Note: This is not just a determination of the corrosivity of water, but an evaluation that considers all aspects of water quality and other non-corrosion control treatments.
    b. Determine primary causes of elevated lead and/or copper: review materials inventories to determine primary sources of lead and copper in drinking water as well as other materials which may contribute to lead and copper releases (i.e. galvanized services/plumbing, brass fixtures, etc.).
    c. Review customer complaint history to identify potential water quality issues that may be contributing to lead and/or copper releases.
    d. Discuss multiple corrosion control treatment types and how the selected treatment and proposed dosing aligns with EPA guidance. Note that some treatment types may require piloting before the Department can approve treatment implementation.
    e. In cases where blended phosphates are selected, discussion of the blend percentage and justification of polyphosphate in the system should be addressed.
    Note: A survey of analogous treatments at other systems will not be accepted.
4) Data and documentation collected during the study including:
    a. Water Quality Parameters impacted by given treatments.
    b. Identification of all chemical and/or physical constraints of the proposed treatment.
    c. Evaluation of the treatment's effect to other water quality treatment processes.
    d. For a detailed list, see Exhibits 4.3, 4.4, 4.5, 4.6, and 4.8 in the OCCT Guidance.
5) Proposed doses and treatment chemicals that will be used to reduced lead and copper at consumer's taps. Plan Review is required for any treatment changes.
6) A detailed schedule of the System's plan/timeline for treatment start-up.
7) See table *Desktop Study vs. Demonstrative Study Comparisons* (pg 2)

Desktop Study vs. Demonstrative Study Comparison		
Corrosion Control Study Content	Desktop Study	Demonstrative Study
Evaluate Raw, Entry Point, and Distribution system water quality parameters and how the various parameters relate to corrosion control.	✓	✓
Conduct profile sampling to determine efficacy of current Corrosion Control Treatment and generate a baseline for any proposed changes.	✓	✓
Identify causes of elevated lead and copper in the system and include an inventory of plumbing materials in the system	✓	✓
Evaluate Multiple Corrosion Control Treatment types including but not limited to phosphate addition, silicate addition, and pH adjustment.[1]	✓	✓
Identify chemical and physical constraints associated with all examined Corrosion Control Treatment types and substantiate all decisions and constraints with data and documentation.	✓	✓
Evaluate distribution system maintenance and flushing programs; determine how level of distribution system cleanliness may be contributing to lead and copper issues.	✓	✓
Conduct Pilot Scale testing to evaluate and substantiate corrosion control treatment constraints and determine the effect proposed treatments will have on system water quality.	Not Required [2]	✓
Conduct Pipe Scale Analysis to determine effectiveness of existing corrosion control treatment.	Not Required [2]	Not Required [2]
Operate a Pipe Loop to evaluate multiple Corrosion Control Treatments over an extended period of time with harvested distribution system plumbing materials to determine potential impacts a corrosion control treatment change could have on existing plumbing.	Not Required [2]	✓
Suggest corrosion control treatment dose, and timeline for implementation in final Corrosion Control Study submitted to Department for evaluation.[1]	✓	✓

[1] During evaluation and study of any blended phosphate or silicate products, which have the potential to sequester lead and copper, substantiation of the blend percentage and product will be required if proposed for Corrosion Control Treatment.

[2] These items are not required for completion of their respective Corrosion Control Studies; however, they may provide significantly more information during treatment evaluations and allow for increased confidence in Corrosion Control Treatment determinations.

Corrosion Control Study – Demonstrative Study Types

The description below are purely informational. A Corrosion Control Study must be tailored to meet the needs of each specific water system and will depend on a number of different variables including sources of lead and copper, source water, and existing treatment in place.

Water system's that will be conducting a Corrosion Control Study are advised to contact a consultant and/or treatment supplier regarding the proper construction, maintenance, and situational use of the proposed demonstration study types. It is also strongly recommended to schedule a meeting with the Department to discuss the details of a Corrosion Control Study prior to implementation.

1) **Pipe Loop Studies.** A pipe loop study includes development of a system constructed with excavated lead service lines installed in a flow through or recirculating system. Valves located throughout the loop allow for water to be circulated at various flow rates to simulate typical use. Pipe loops may require between 3 and 9 months to develop scales consistent with the water system. Lead and/or copper samples should be taken monthly until lead and/or copper level changes are less than or equal to 5%, to ensure scale stabilization. Small scale treatment modifications can be implemented in pipe loop configurations to determine the impact on the water system.

   OR

2) **Coupon Analyses/Monitoring Stations.** Coupon studies and monitoring stations use samples of lead and/ or copper (usually flat metal pieces) to mimic the exposure of system infrastructure to the system's drinking water. Coupon studies and monitoring stations that are maintained properly can provide information to help determine if treatment modifications installed at the station have the potential to decrease the release of lead and/or copper within the distribution system. Coupon studies and monitoring stations have limited uses in predicting exposure of lead and/or copper at consumer's taps given that "fresh" metal coupons lack the scale and treatment seen in consumer's service lines.

   OR

3) **Scale and Solid Analysis.** Lead services excavated from the water system and opened to examine pipe scales. Scales can be examined visually, via X-ray diffraction (XRD), X-ray fluorescence (XRF), X-ray emission spectroscopy, Raman spectroscopy, inductively coupled plasma mass spectroscopy (ICP-MS) and scanning electron microscope (SEM). Elemental analysis and images of excavated pipes can provide indications about the effectiveness and nature of corrosion control and guide recommendation decisions for corrosion control recommendations.

   OR

4) **Partial System Testing.** In hydraulically isolated areas of the distribution system, Department approved treatment modifications and accompanying monitoring for lead and/or copper and water quality parameters can help to optimize corrosion control treatment for larger systems. This partial system testing can be done in connection with a Pipe Loop Study following conditioning of pipe loops. Partial system testing should only be done in consultation with the Department, as there are substantial risks to consumers associated with modifying treatment which has not been properly tested by use of other demonstrative methods.

DRAFT ORDINANCE TO REPEAL CHAPTER 341 IMPACT FEES AND ARTICLE IV EXCESS CAPACITY SEWER SERVICE CHARGE OF CHAPTER 508 WASTEWATER FACILITIES OF THE CITY OF WATERTOWN GENERAL ORDINANCES

SPONSOR: MAYOR MCFARLAND
FROM: PUBLIC WORKS COMMISSION

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

SECTION 1. Chapter 341 Impact Fees of the City of Watertown Code of Ordinances is hereby repealed.

SECTION 2. Article IV Excess Capacity Sewer Service Charge of Chapter 508 of the City of Watertown Code of Ordinances is hereby repealed.

SECTION 3. All outstanding fees charged under Chapter 341 or Article IV of Chapter 508 are hereby waived

SECTION 4. All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed.

SECTION 5. This ordinance shall take effect and be in force the day after its passage and publication.

DATE:	*First meeting date*		*Second meeting date*	
READING:	*1ST*		*2ND*	
	YES	*NO*	*YES*	*NO*
DAVIS				
LAMPE				
RUETTEN				
BARTZ				
LICHT				
SMITH				
SCHMID				
WETZEL				
ROMLEIN				
MAYOR MCFARLAND				

ADOPTED March 21, 2023

_____

CITY CLERK

APPROVED March 21, 2023

_____

MAYOR

TOTAL				

THE CITY OF WATERTOWN

ENGINEERING DIVISION

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Wanda Fredrick 920.262.4060

MEMO

TO: Chairperson Wetzel and Commissioners

FROM: Andrew Beyer, P.E.

DATE: February 22, 2023

RE: February 28, 2023 Public Works Commission Meeting

Review and take possible action: Amend Watertown Municipal Code of Ordinances Chapter 356, Landscaping

BACKGROUND

As part of the Wisconsin Department of Natural Resources (WDNR) Urban Nonpoint Source & Storm Water Grant project, proposed revisions to Chapter 356, Landscaping Ordinance have been made. These proposed revisions will eliminate barriers to using native plantings for stormwater management by creating exemptions from the Natural Landscape Permit process for:

- Stormwater BMPs
- Rain Gardens
- Wetlands
- Shorelines/Streambanks
- Areas less than 50% of a property not occupied by buildings, pavement or other structures.

Additional revisions are included on the attached spreadsheet.

Enclosed:

- Draft ordinance language
- Summary spreadsheet

Chapter 356
Landscaping

[HISTORY: Adopted by the Common Council of the City of Watertown as indicated in article histories. Amendments noted where applicable.]

Article I
Natural Landscape Permit

[Adopted by Ord. No. 93-54 (§§ 9.09 and 9.20 of the former City Code)]

§ 356-1 **Definitions.**
As used in this article, the following terms shall have the meanings indicated:

INVASIVE SPECIES

Nonindigenous species whose introduction causes or is likely to cause economic or environmental harm or harm to human health.

NATURAL LANDSCAPE

Includes common species of grass and wildflowers native to Wisconsin and/or ornamental plantings which are designed and purposely cultivated to exceed eight inches in height. Specifically excluded in natural landscapes are the noxious grasses and weeds identified in this article.

[Amended by Ord. No. 94-35]

NATURAL LANDSCAPE MANAGEMENT PLAN

A written plan relating to the management and maintenance of a landscape which meets the following requirements:

A. Street address or legal description of the property where the proposed natural landscape is being requested.

B. A statement of intent and purpose for the landscape.

C. A detailed description of the types of plants and plant succession involved.

D. Specific management and maintenance techniques to be employed.

RAIN GARDEN

A storm water management practice consisting of a shallow depression planted with a dense cover of vegetation, designed to capture storm water runoff from a small drainage area and infiltrate it into the underlying soil.

STORMWATER BEST MANAGEMENT PRACTICE (BMP)

Structural or non-structural measures, practices, techniques or devices employed to avoid or minimize soil, sediment or pollutants carried by stormwater runoff to waters of the state. Examples include wet or dry detention ponds, infiltration basins, biofilters, buffers, and constructed wetlands.

SHORELINE / STREAMBANK

The sloped areas alongside streams, creeks and rivers that connect the stream to its floodplain.

WETLANDS

An area where water is at, near or above the land surface long enough to be capable of supporting aquatic or hydrophytic vegetation, and which has soils indicative of wet conditions.

WETLAND DELINEATION

A precise wetland boundary survey that meets federal and state regulations and is completed by a wetland professional.

WETLAND DETERMINATION

A decision regarding whether or not an area is a wetland, including identification of wetland type and size.

§ 356-2 **Plan and permit required; restrictions.**

A. The growth of natural landscapes in excess of eight inches in height shall be prohibited within the City, unless a natural landscape management plan is approved and a permit is issued by the City as set forth in this article except as provided under Subsection a. **[Amended by Ord. No. 94-35]**

a. Exemptions. The following natural landscapes that are being routinely maintained throughout the growing season are exempt from requiring a permit:

i. Approved stormwater best management practice (BMP);
ii. Rain Gardens designed to capture and infiltrate rooftop runoff following the WDNR Technical Standard 1009
iii. Designated wetlands, as shown on the Wisconsin Department of Natural Resources Surface Water Data Viewer Mapped Wetlands layer or in a wetland delineation report or wetland determination compiled by a qualified professional.
iv. Shoreline/streambank areas not more than 15 feet from the Ordinary High Water Mark (OHWM) or the top of slope, whichever is greater.

v. An area less than 50 percent of the surface area of the property not otherwise occupied by buildings, structures, or improvements and meets the requirements of 356-B., C. and D.B. Proposed landscaping is to be confined to property owned by the applicant according to current City Assessor's records.

C. Natural landscaping on any City-owned property within any street right-of-way is strictly prohibited unless approved by Director of Public Works/City EngineerThis shall include the property between the sidewalk and street and not less than 10 feet adjacent to the street where there is no sidewalk.

D. Natural landscapes shall not be permitted within three feet of the abutting property unless waived in writing by the abutting property owner on the side or sides affected. Such waiver shall be affixed to the landscape management plan.

E. The property owner shall submit to the Weed Commissioner a drawing, plot plan and/or survey which will show the location of the natural landscape area on the applicant's property. **[Amended by Ord. No. 05-29]**

F. All property owners who currently have natural landscapes must file for a permit and submit a plan

be covered by this article.

G. Natural landscapes may constitute a fire or safety hazard, due to weather conditions or other conditions. The Parks, Recreation and Forestry Department Weed Commissioner may order natural landscapes cut due to such conditions. As a condition of receiving approval of the natural landscape permit, the property owner shall be required to cut the natural landscape within three days upon receiving a written letter from the City of Watertown's Weed Commissioner.

§ 356-3 **Noxious grasses or weeds.**
The following noxious grasses or weeds and other invasive species as listed in the Wisconsin Department of Natural Resources NR 40 will not be allowed in a natural landscape area:

Common Name(s)	**Botanical Name(s)**
Buckthorn	Rhamnus cathartica
	Rhamnus frangula
Burdock (yellowdock)	Artium lappa
Field bindweed (wild morning glory)	Convolvulus arvensis
Garlic mustard	Alliaria petiolata
Goatsbeard (oyster plant, salsify)	Tragopogon porrifolius
Leafy spurge	Euphorbia esula
Marijuana	Cannabis sativa
Nettle	Urtica dioica
Oxeye daisy	Chrysanthemum leucanthemu
Pigweed (lambs quarters)	Chenopodium album
Pigweed (amaranth)	Amaranthus retroflexus
Poison ivy	Rhus radicans
Purple loosestrife	Lythrum salicaria
Quackgrass	Bromus brizaeformis
Ragweed (common)	Ambrosia artemisifolia
Ragweed (great)	Ambrosia trifida

Common Name(s)	Botanical Name(s)
Spotted knapweed	Centaurea maculosa
Thistle bull	Cirsium vulgare
Thistle canada	Cirsium arbense
Thistle musk or nodding	Carduus nutans
Thistle star (caltrops)	Centaurea calicitrapa
Thistle sow (field)	Sonchus arvensis
Thistle sow (common)	Sonchus oleraceus
Thistle sow (spiny leaved)	Sonchus asper
Sweet clover (yellow)	Melilotus officinalis
Sweet clover (white)	Melilotus alba
Yellow mustard (yellow rocket winter cress)	Barbarea vulgaris
Japanese bamboo	
Wild mustard	

§ 356-4 **Application for natural landscape permit.**
[Amended by Ord. No. 05-29]

Property owners interested in applying for a natural landscape permit shall submit a natural landscape management plan to theParks, Recreation and Forestry Department, attention Weed Commissioner. All plans received will be reviewed by the Weed Commissioner and the Public Works Commission for permit approval. The property owner will be notified in writing by the City of Watertown of approval or denial. If no notification is received within 45 days of the property owner's initial submittal, the plans shall be deemed approved. The plan, permit and letter of notification will remain on file at the Parks, Recreation and Forestry Department Weed Commissioner's office for future reference.

§ 356-5 **Appeal.**
[Amended by Ord. No. 05-29]

The property owner may appeal a decision to deny or revoke the natural landscape permit to the Public Works Commission at an open meeting. All applications for appeal shall be submitted within 15 calendar days of the notice of denial or revocation of the natural landscape permit. The decision rendered by the Public Works Commission shall be final and binding.

§ 356-6 **Enforcement.**
[Amended by Ord. No. 05-29]

Enforcement will be upon written complaint by at least one adjoining owner and filed with the Weed Commissioner. Upon receipt of a written complaint, the permitted property will be inspected by the Weed Commissioner. If the permitted property is determined to be in violation of this article, the property owner shall be notified by the Public Works Commission and City of Watertown Weed Commissioner by written notice to correct specific violations within 15 days upon receipt of letter. If the property owner does not correct the violations described in the written notice, the City of Watertown shall order the property mowed, and the property owner will be billed at the current rate for every hour worked, and the permit shall be revoked.

§ 356-7 **Violations and penalties.**
Any person who shall violate any provision of this article shall be subject to a penalty as provided in § **1-4** of this Code. Each violation and each day a violation continues or occurs shall constitute a separate offense. This action shall not preclude the City from maintaining any appropriate action to prevent or remove a violation of this article.

Code Section	Issue	Problem	Specific Code	Existing Language	Proposed Language	Notes/ Comments/To-Do's
§ 356	Native Landscaping plan and permit required	Native landscaping currently requires a separate permit, plan and approval process. This may be a deterrent to property owners who want to plant native plants. Native plants allow stormwater to soak into the ground better than annuals/perennials and turf grass. Most stormwater facilities are designed with native plants, which are approved via the Erosion Control & Storm Water Runoff Permit.	356 - Article 1			Create exemptions
	Definitions (additions)		§ 356-1	As used in this article, the following terms shall have the meanings indicated:		
					INVASIVE SPECIES Nonindigenous species whose introduction causes or is likely to cause economic or environmental harm or harm to human health.	
					RAIN GARDEN A storm water management practice consisting of a shallow depression planted with a dense cover of vegetation, designed to capture storm water runoff1 from a small drainage area and infiltrate it into the underlying soil.	
					STORMWATER BEST MANAGEMENT PRACTICE (BMP) Structural or non-structural measures, practices, techniques or devices employed to avoid or minimize soil, sediment or pollutants carried by stormwater runoff to waters of the state. Examples include wet or dry detention ponds, infiltration basins, biofilters, buffers, and constructed wetlands.	
					SHORELINE / STREAMBANK The sloped areas alongside streams, creeks and rivers that connect the stream to its floodplain.	
					WETLANDS An area where water is at, near or above the land urface long enough to be capable of supporting aquatic or hydrophytic vegetation, and which has soils indicative of wet conditions.	

					WETLAND DELINEATION A precise wetland boundary survey that meets federal and state regulations and is completed by a wetland professional.	
					WETLAND DETERMINATION A decision regarding whether or not an area is a wetland, including identification of wetland type and size.	
			§ 356-2 A.	A. The growth of natural landscapes in excess of eight inches in height shall be prohibited within the City, unless a natural landscape management plan is approved and a permit is issued by the City as set forth in this article.	A. The growth of natural landscapes in excess of eight inches in height shall be prohibited within the City, unless a natural landscape management plan is approved and a permit is issued by the City as set forth in this article except as provided under Subsection a.	
					a. Exemptions.	
					i. Approved stormwater management practice (BMP);	
					Rain Gardens designed to capture and infiltrate rooftop runoff following the WDNR Technical Standard 1009	
					ii. Designated wetlands, as shown on the Wisconsin Department of Natural Resources Surface Water Data Viewer Mapped Wetlands layer https://dnr.wisconsin.gov/topic/SurfaceWater/swdv, or in a wetland delineation report or wetland determination compiled by a qualified professional.	
					iii. Shoreland/streambank areas not more than 15 feet from the Ordinary High Water Mark (OHWM) or the top of slope, whichever is greater.	
					iii. An area less than 50 percent of the surface area of the property not otherwise occupied by buildings, structures, or improvements and meets the requirements of 356-B., C. and D.	
			§ 356-2 C.	C. Natural landscaping on any City-owned property within any street right-of-way is strictly prohibited. This shall include the property between the sidewalk and street and not less than 10 feet adjacent to the street where there is no sidewalk.	C. Natural landscaping on any City-owned property within any street right-of-way is strictly prohibited unless approved by the Director of Public Works/City Engineer. This shall include the property between the sidewalk and street and not less than 10 feet adjacent to the street where there is no sidewalk.	

			§ 356-2 G.	G. Natural landscapes may constitute a fire or safety hazard, due to weather conditions or other conditions. The Street Department, the Weed Commissioner may order natural landscapes cut due to such conditions. As a condition of receiving approval of the natural landscape permit, the property owner shall be required to cut the natural landscape within three days upon receiving a written letter from the City of Watertown's Weed Commissioner.	G. Natural landscapes may constitute a fire or safety hazard, due to weather conditions or other conditions. The Parks, Recreation and Forestry Department, the Weed Commissioner may order natural landscapes cut due to such conditions. As a condition of receiving approval of the natural landscape permit, the property owner shall be required to cut the natural landscape within three days upon receiving a written letter from the City of Watertown's Weed Commissioner.	
			§ 356-3	The following noxious grasses or weeds will not be allowed in a natural landscape area:	The following noxious grasses or weeds and other invasive species as listed in the Wiscosnin Department of Natural Resources NR 40 will not be allowed in a natural landscape area:	
			§ 356-4	Property owners interested in applying for a natural landscape permit shall submit a natural landscape management plan to the Street Department, attention Weed Commissioner. All plans received will be reviewed by the Weed Commissioner and the Public Works Commission for permit approval. The property owner will be notified in writing by the City of Watertown of approval or denial. If no notification is received within 45 days of the property owner's initial submittal, the plans shall be deemed approved. The plan, permit and letter of notification will remain on file at the Street Department, Weed Commissioner's office for future reference.	Property owners interested in applying for a natural landscape permit shall submit a natural landscape management plan to the Parks, Recreation and Forestry Department attention Weed Commissioner. All plans received will be reviewed by the Weed Commissioner and the Public Works Commission for permit approval. The property owner will be notified in writing by the City of Watertown of approval or denial. If no notification is received within 45 days of the property owner's initial submittal, the plans shall be deemed approved. The plan, permit and letter of notification will remain on file at the Parks, Recreation and Forestry, Weed Commissioner's office for future reference.	

THE CITY OF WATERTOWN

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MEMO

TO: Chairperson Wetzel and Commissioners

FROM: Andrew Beyer, P.E.

DATE: February 22, 2023

RE: February 28, 2023 Public Works Commission Meeting

Review and take possible action: Amend Watertown Municipal Code of Ordinances Chapter 288, Erosion and Sediment Control

BACKGROUND

As part of the Wisconsin Department of Natural Resources (WDNR) Urban Nonpoint Source & Storm Water Grant project, proposed revisions to Chapter 288, Erosion & Sediment Control Ordinance have been made. These proposed revisions will streamline and simplify the City's Erosion Control and Storm Water Runoff Permit program, which is required by the WDNR Municipal Separate Storm Sewer System (MS4) Permit. Highlights of these proposed changes include:

- Increasing the size of a construction site that requires post-construction storm water management from 3,000 square feet to 21,780 square feet (.5 acre)
- Updating the erosion control inspection frequency to match MS4 Permit requirements
- Minimizing the area on redevelopment sites that requires phosphorus control to match the area that requires TSS control
- Clarifying how/where sump/groundwater drainage may be discharged to
- Clarifying maintenance agreement requirements to match the City's maintenance agreement template

Additional revisions are included on the attached spreadsheet. Engineering Division staff presented these proposed changes to an external stakeholder group including contractors, developers and engineers in December 2022.

Enclosed:

- Draft ordinance language
- Summary spreadsheet

Chapter 288
Erosion and Sediment Control

[HISTORY: Adopted by the Common Council of the City of Watertown as indicated in article histories. Amendments noted where applicable.]

GENERAL REFERENCES

Building construction — See Ch. **253**.
Stormwater management — See Ch. **453**.

Subdivision of land — See Ch. **545**.

Zoning — See Ch. **550**.

Article I
Erosion Control and Stormwater Runoff

[Adopted by Ord. No. 08-26 (§ 20.16 of the former City Code); amended in its entirety 10-18-2016 by Ord. No. 16-19]

§ 288-1 **Authority.**

A. This article is adopted under the authority granted by § 62.234, Wis. Stats. This article supersedes all provisions of an ordinance previously enacted under § 62.23, Wis. Stats., that relates to construction site erosion control. Except as otherwise specified in § 62.234, Wis. Stats., § 62.23, Wis. Stats., applies to this article and to any amendments to this article.

B. The provisions of this article are deemed not to limit any other lawful regulatory powers of the same governing body.

C. The Common Council hereby authorizes the ~~City Engineer~~Director of Public Works/City Engineer and its designees to administer and enforce the provisions of this article.

D. The requirements of this article do not preempt more stringent erosion and sediment control requirements that may be imposed by any of the following:

(1) Wisconsin Department of Natural Resources administrative rules, permits or approvals including those authorized under §§ 281.16 and 283.33, Wis. Stats.

(2) Targeted nonagricultural performance standards promulgated in rules by the Wisconsin Department of Natural Resources under § NR 151.004, Wis. Adm. Code.

§ 288-2 **Findings of fact.**

The Common Council finds that runoff from land-disturbing construction activity carries a significant amount of sediment and other pollutants to the waters of the state in the City of Watertown.

§ 288-3 **Purpose.**

It is the purpose of this article to further the maintenance of safe and healthful conditions; prevent and co

water pollution; prevent and control soil erosion; protect spawning grounds, fish and aquatic l
building sites, placement of structures and land uses; preserve ground cover and scenic beauty, and promote sound economic growth, by minimizing the amount of sediment and other pollutants carried by runoff or discharged from land-disturbing construction activity to waters of the state in the City of Watertown.

§ 288-4 **Applicability and jurisdiction.**

A. Applicability.

(1) This article applies to the following land-disturbing construction activities except as provided under Subsection **A(2)**:

(a) A construction site, which has 3,000 or more square feet of land-disturbing construction activity.

(2) This article does not apply to the following:

(a) Land-disturbing construction activity that includes the construction of a one- or two-family residential site less than one acre and is otherwise regulated by the Wisconsin Department of Safety and Professional Services.

(b) A construction project that is exempted by federal statutes or regulations from the requirement to have a national pollutant discharge elimination system permit issued under Chapter 40, Code of Federal Regulations, Part 122, for land-disturbing construction activity.

(c) Nonpoint discharges from agricultural facilities and practices.

(d) Nonpoint discharges from silviculture activities.

(e) Construction projects that do not result in land-disturbing activity including mill and crush operations that do not have soil disturbance, filling or road shoulder grading.

(f) Routine maintenance for project sites under five acres of land disturbance if performed to maintain the original line and grade, hydraulic capacity or original purpose of the facility.

(3) Notwithstanding the applicability requirements in Subsection **A(1)**, this article applies to construction sites of any size that, in the opinion of the City, are likely to result in runoff that exceeds the safe capacity of the existing drainage facilities or receiving body of water, that causes undue channel erosion, that increases water pollution by scouring or the transportation of particulate matter or that endangers property or public safety.

B. Jurisdiction. This article applies to land-disturbing construction activity on construction sites located within the boundaries and jurisdiction of the City of Watertown.

C. Exclusions. This article is not applicable to activities conducted by a state agency, as defined under § 227.01(1), Wis. Stats., but also including the office of District Attorney, which is subject to the state plan promulgated or a memorandum of the understanding entered into under § 281.33(2), Wis. Stats.

§ 288-5 **Definitions.**

As used in this article, the following terms shall have the meanings indicated:

ADMINISTERING AUTHORITY

A governmental employee or his/her designee that is designated by the City of Watertown to administer this article.

AGRICULTURAL FACILITIES AND PRACTICES

Has the meaning in § 281.16(1), Wis. Stats.

AVERAGE ANNUAL RAINFALL

A typical calendar year of precipitation as determined by the Wisconsin Department of Natural Resources for users of models such as WlnSLAMM, P8 or equivalent methodology. The average annual rainfall is chosen from a department publication for the location closest to the City.

BEST MANAGEMENT PRACTICE or BMP

Structural or nonstructural measures, practices, techniques or devices employed to avoid or minimize soil, sediment or pollutants carried in runoff to waters of the state.

BUSINESS DAY

A day the City Hall is routinely and customarily open for business.

CEASE AND DESIST ORDER

A court-issued order to halt land-disturbing construction activity that is being conducted without the required permit.

~~CITY ENGINEER~~DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

The individual holding the ~~City Engineer~~Director of Public Works/City Engineer title or his/her designees within the City of Watertown.

CONSTRUCTION SITE

An area upon which one or more land-disturbing construction activities occur, including areas that are part of a larger common plan of development or sale where multiple separate and distinct land-disturbing construction activities may be taking place at different times on different schedules but under one plan.

DESIGN STORM

A hypothetical discrete rainstorm characterized by a specific duration, temporal distribution, rainfall intensity, return frequency and total depth of rainfall.

DIVISION OF LAND

The creation from one parcel of four or fewer parcels or building sites of one or fewer acres each in area where such creation occurs at one time or through the successive partition within a five-year period.

EROSION

The process by which the land's surface is worn away by the action of wind, water, ice or gravity.

EROSION AND SEDIMENT CONTROL PLAN

A comprehensive plan developed to address pollution caused by erosion and sedimentation of soil particles or rock fragments during construction.

EXTRATERRITORIAL

The unincorporated area within three miles of the corporate limits of a first, second, or third class city, or within 1.5 miles of a fourth class city or village.

FINAL STABILIZATION

That all land-disturbing construction activities at the construction site have completed and that a uniform perennial vegetative cover has been established, with a density of at least 70% of the cover, for the unpaved areas and areas not covered by permanent structures, or that employ equivalent permanent stabilization measures.

GOVERNING BODY
The City Public Works Commission or the City Council.

LAND-DISTURBING CONSTRUCTION ACTIVITY
Any man-made alteration of the land surface resulting in a change in the topography or existing vegetative or nonvegetative soil cover, that may result in runoff and lead to an increase in soil erosion and movement of sediment into waters of the state. Land-disturbing construction activity includes clearing and grubbing, demolition, excavating, pit trench dewatering, filling and grading activities.

MEP or MAXIMUM EXTENT PRACTICABLE
The highest level of performance that is achievable but is not equivalent to a performance standard identified in this article as determined in accordance with § **288-6** of this article.

PERFORMANCE STANDARD
A narrative or measurable number specifying the minimum acceptable outcome for a facility or practice.

PERMIT
A written authorization made by the City of Watertown to the applicant to conduct land-disturbing construction activity or to discharge post-construction runoff to waters of the state.

POLLUTANT
Has the meaning given in § 283.01(13), Wis. Stats.

POLLUTION
Has the meaning given in § 281.01(10), Wis. Stats.

RESPONSIBLE PARTY
The landowner or any other entity performing services to meet the requirements of this article through a contract or other agreement.

RUNOFF
Stormwater or precipitation including rain, snow or ice melt or similar water that moves on the land surface via sheet or channelized flow.

SEDIMENT
Settleable solid material that is transported by runoff, suspended within runoff or deposited by runoff away from its original location.

SEPARATE STORM SEWER
A conveyance or system of conveyances including roads with drainage systems, streets, catch basins, curbs, gutters, ditches, constructed channels or storm drains, which meets all of the following criteria:

A. Is designed or used for collecting water or conveying runoff.

B. Is not part of a combined sewer system.

C. Is not draining to a stormwater treatment device or system.

D. Discharges directly or indirectly to waters of the state.

SILVICULTURE ACTIVITY
Activities including tree nursery operations, tree harvesting operations, reforestation, tree thinning, prescribed burning, and pest and fire control. Clearing and grubbing of an area of a construction sit

not a silviculture activity.

SITE

The entire area included in the legal description of the land on which the land-disturbing construction activity is proposed in the permit application.

STOP-WORK ORDER

An order issued by the City which requires that all construction activity on the site be stopped.

TECHNICAL STANDARD

A document that specifies design, predicted performance and operation and maintenance specifications for a material, device or method.

WATERS OF THE STATE

Includes those portions of Lake Michigan and Lake Superior within the boundaries of this state, and all lakes, bays, rivers, streams, springs, ponds, wells, impounding reservoirs, marshes, watercourses, drainage systems and other surface water or groundwater, natural or artificial, public or private, within this state or its jurisdiction.

§ 288-6 **Applicability of maximum extent practicable.**

Maximum extent practicable applies when a person who is subject to a performance standard of this article demonstrates to the City's satisfaction that a performance standard is not achievable and that a lower level of performance is appropriate. In making the assertion that a performance standard is not achievable and that a level of performance different from the performance standard is the maximum extent practicable, the responsible party shall take into account the best available technology, cost effectiveness, geographic features, and other competing interests such as protection of public safety and welfare, protection of endangered and threatened resources, and preservation of historic properties.

§ 288-7 **Technical standards.**

A. Design criteria, standards and specifications. All BMPs required to comply with this article shall meet the design criteria, standards and specifications based on any of the following:

(1) Design guidance and technical standards identified or developed by the Wisconsin Department of Natural Resources under Subchapter V of Chapter NR 151, Wis. Adm. Code.

(2) Soil loss prediction tools [such as the Universal Soil Loss Equation (USLE)] when using an appropriate rainfall or runoff factor (also referred to as the R factor) or an appropriate design storm and precipitation distribution, and when considering the geographic location of the site and the period of disturbance.

B. Other standards. Other technical standards not identified or developed in Subsection **A** may be used provided that the methods have been approved by the City.

§ 288-8 **Performance standards.**

A. Responsible party. The responsible party shall implement an erosion and sediment control plan, developed in accordance with § **288-10** that incorporates the requirements of this section.

B. Plan. A written plan shall be developed in accordance with § **288-10** and implemented for each construction site. Simplified plans may be completed for sites with less than one acre of land-disturbing construction activity in accordance with the requirements of this article.

C. Erosion and other pollutant control requirements. The plan required under Subsection **B** shall include the following:

(1) Erosion and sediment control practices. Erosion and sediment control practices shall be u where more than 3,000 square feet of land-disturbing construction activity is to occur, and shall be used to prevent or reduce all of the following:

(a) The deposition of soil from being tracked onto streets by vehicles.

(b) The discharge of sediment from disturbed areas into on-site stormwater inlets.

(c) The discharge of sediment from disturbed areas into adjacent waters of the state.

(d) The discharge of sediment from drainageways that flow off the site.

(e) The discharge of sediment by dewatering activities.

(f) The discharge of sediment eroding from soil stockpiles existing for more than seven days.

(g) The discharge of sediment from erosive flows at outlets and in downstream channels.

(h) The transport by runoff into waters of the state of chemicals, cement, and other building compounds and materials on the construction site during the construction period. However, projects that require the placement of these materials in waters of the state, such as constructing bridge footings or BMP installations, are not prohibited by this subsection.

(i) The transport by runoff into waters of the state of untreated wash water from vehicle and wheel washing.

(2) Sediment performance standards. In addition to the erosion and sediment control practices under Subsection **C(1)**, the following erosion and sediment control practices shall be employed for all construction sites with more than one acre of land-disturbing construction activity:

(a) BMPs that, by design, discharge no more than five tons per acre per year, or to the maximum extent practicable, of the sediment load carried in runoff from initial grading to final stabilization.

(b) No person shall be required to employ more BMPs than are needed to meet a performance standard in order to comply with maximum extent practicable. Erosion and sediment control BMPs may be combined to meet the requirements of this subsection. Credit may be given toward meeting the sediment performance standard of this subsection for limiting the duration or area, or both, of land-disturbing construction activity, or for other appropriate mechanisms.

(c) Notwithstanding Subsection **C(2)(a)**, if BMPs cannot be designed and implemented to meet the sediment performance standard, the erosion and sediment control plan shall include a written, site-specific explanation of why the sediment performance standard cannot be met and how the sediment load will be reduced to the maximum extent practicable.

(3) Preventive measures. The erosion and sediment control plan shall incorporate all of the following:

(a) Maintenance of existing vegetation, especially adjacent to surface waters whenever possible.

(b) Minimization of soil compaction and preservation of topsoil.

(c) Minimization of land-disturbing construction activity on slopes of 20% or more.

(d) Development of spill prevention and response procedures.

D. Location. The BMPs used to comply with this section shall be located prior to runoff entering wate

the state.

E. Implementation. The BMPs used to comply with this section shall be implemented as follows:

(1) Erosion and sediment control practices shall be constructed or installed before land-disturbing construction activities begin in accordance with the erosion and sediment control plan developed in § **288-10**.

(2) Erosion and sediment control practices shall be maintained until final stabilization.

(3) Final stabilization activity shall commence when land-disturbing activities cease and final grade has been reached on any portion of the site.

(4) Temporary stabilization activity shall commence when land-disturbing activities have temporarily ceased and will not resume for a period exceeding 14 calendar days.

(5) BMPs that are no longer necessary for erosion and sediment control shall be removed by the responsible party.

F. Alternate requirements. The City may establish stormwater management requirements more stringent than those set forth in this section if the City determines that an added level of protection is needed for sensitive resources.

§ 288-9 **Permitting requirements, procedures and fees.**

A. Permit required. No responsible party may commence a land-disturbing construction activity subject to this article without receiving prior approval of an erosion and sediment control plan for the site and a permit from the City.

B. Permit application and fees. At least one responsible party desiring to undertake a land-disturbing construction activity subject to this article shall submit an application for a permit and an erosion and sediment control plan that meets the requirements of § **288-10** and shall pay an application fee to the City of Watertown. By submitting an application, the applicant is authorizing the City of Watertown to enter the site to obtain information required for the review of the erosion and sediment control plan.

C. Review and approval of permit application. The City shall review any permit application that is submitted with an erosion and sediment control plan, and the required fee. The following approval procedure shall be used:

(1) Within ~~15~~20 business days of the receipt of a complete permit application, as required by Subsection **B**, the City shall inform the applicant whether the application and plan are approved or disapproved based on the requirements of this article.

(2) If the permit application and plan are approved, the City shall issue the permit.

(3) If the permit application or plan is disapproved, the City shall state in writing the reasons for disapproval.

(4) The City may request additional information from the applicant. If additional information is submitted, the City shall have 15 business days from the date the additional information is received to inform the applicant that the plan is either approved or disapproved.

D. Financial guarantee. As a condition of approval and issuance of the permit, the City may require the applicant to deposit a surety bond, irrevocable letter of credit or other financial guarantee to guarantee a good faith execution of the approved erosion control plan and any permit conditions. The financial guarantee shall be an amount up to 120% of the estimated cost of the improvements.

E. Permit requirements. All permits shall require the responsible party to:

(1) Notify the City within 48 hours of commencing any land-disturbing construction activity.

(2) Notify the City of completion of any BMPs within three days after their installation.

(3) Obtain permission in writing from the City prior to any modification pursuant to § **288-10C** of the erosion and sediment control plan.

(4) Install all BMPs as identified in the approved erosion and sediment control plan.

(5) Maintain all road drainage systems, stormwater drainage systems, BMPs and other facilities identified in the erosion and sediment control plan.

(6) Repair any siltation or erosion damage to adjoining surfaces and drainageways resulting from land-disturbing construction activities and document repairs in a site erosion control log.

(7) Inspect the BMPs within 24 hours after each rain of 0.5 inch or more which results in runoff during active construction periods, and at least once each week. Document the findings of the inspections in a site erosion control log with the date of inspection, the name of the person conducting the inspection, and a description of the present phase of the construction at the site. Repair or replace erosion and sediment control best management practices as necessary within 24 hours of an inspection or by the date agreed to between the permittee and the ~~City Engineer~~Director of Public Works/City Engineer or the appropriate designee. Inspections are only required for construction sites with more than one acre of land-disturbing construction activity.

(8) Allow the City to enter the site for the purpose of inspecting compliance with the erosion and sediment control plan or for performing any work necessary to bring the site into compliance with the control plan. Keep a copy of the erosion and sediment control plan at the construction site.

(9) Keep a copy of the inspection reports on the site at all times.

F. Permit conditions. Permits issued under this section may include conditions established by the City in addition to the requirements set forth in Subsection **E**, where needed to assure compliance with the performance standards in § **288-8**.

G. Permit duration. Permits issued under this section shall be valid for a period of ~~180 days~~three years~~, or the length of the building permit or other construction authorizations, whichever is longer,~~ from the date of issuance. The City may extend the period ~~one or more times~~ onceforfor up to an additional~~180 days~~three years. The City may require additional BMPs as a condition of the extension if they are necessary to meet the requirements of this article.

H. Maintenance. The responsible party throughout the duration of the construction activities shall maintain all BMPs necessary to meet the requirements of this article until the site has undergone final stabilization.

§ 288-10 **Erosion and sediment control plan, statement, and amendments.**

A. Erosion and sediment control plan.

(1) An erosion and sediment control plan shall be prepared and submitted to the City.

(2) The erosion and sediment control plan shall be designed to meet the performance standards in § **288-8** and other requirements of this article. Simplified plans may be completed for sites with less than one acre of land-disturbing construction activity.

(3) The erosion and sediment control plan shall address pollution caused by soil erosion and during construction and up to final stabilization of the site. The erosion and sediment control plan shall include, at a minimum, the following items:

(a) The name(s) and address(es) of the owner or developer of the site, and of any consulting firm retained by the applicant, together with the name of the applicant's principal contact at such firm. The application shall also include start and end dates for construction.

(b) Description of the site and the nature of the construction activity, including representation of the limits of land disturbance on a United States Geological Survey 7.5-minute series topographic map.

(c) A sequence of construction of the development site, including stripping and clearing; rough grading; construction of utilities, infrastructure, and buildings; and final grading and landscaping. Sequencing shall identify the expected date on which clearing will begin, the estimated duration of exposure of cleared areas, areas of clearing, installation of temporary erosion and sediment control measures, and establishment of permanent vegetation.

(d) Estimates of the total area of the site and the total area of the site that is expected to be disturbed by construction activities.

(e) Estimates, including calculations, if any, of the runoff coefficient of the site before and after construction activities are completed.

(f) Calculations to show the expected percent reduction in the average annual sediment load carried in runoff as compared to no sediment or erosion controls.

(g) Existing data describing the surface soil as well as subsoils.

(h) Depth to groundwater, as indicated by on-site soil borings or Natural Resources Conservation Service soil information where available.

(i) Name of the immediate named receiving water from the United States Geological Survey 7.5-minute series topographic maps.

(4) The erosion and sediment control plan shall include a site map. The site map shall include the following items and shall be at a scale not greater than 100 feet per inch and at a contour interval not to exceed five feet.

(a) Existing topography, vegetative cover, natural and engineered drainage systems, roads and surface waters. Lakes, streams, wetlands, channels, ditches and other watercourses on and immediately adjacent to the site shall be shown. Any identified one-hundred-year floodplains, flood fringes and floodways shall also be shown.

(b) Boundaries of the construction site.

(c) Drainage patterns and approximate slopes anticipated after major grading activities.

(d) Areas of soil disturbance.

(e) Location of major structural and nonstructural controls identified in the plan.

(f) Location of areas where stabilization practices will be employed.

(g) Areas which will be vegetated following construction.

(h) Area and location of wetland acreage on the site and locations where stormwater is disch surface water or wetland within one-quarter mile downstream of the construction site.

(i) Locations of all surface waters and wetlands within one mile of the construction site.

(j) Areas used for infiltration of post-construction stormwater runoff.

(k) An alphanumeric or equivalent grid overlying the entire construction site map.

(5) Each erosion and sediment control plan shall include a description of appropriate erosion and sediment control best management practices that will be installed and maintained at the site to prevent pollutants from reaching waters of the state. The plan shall clearly describe the appropriate erosion and sediment control measures for each major land-disturbing construction activity and the timing during the construction process that the measures will be implemented. The description of erosion and sediment controls shall include, when appropriate, the following minimum requirements:

(a) Description of interim and permanent stabilization practices, including an implementation schedule. Site plans shall ensure that existing vegetation is preserved where attainable and that disturbed portions of the site are stabilized.

(b) Description of structural practices to divert flow away from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from the site. Unless otherwise specifically approved in writing by the City of Watertown, structural measures shall be installed on upland soils.

(c) Management of overland flow at all sites, unless otherwise controlled by outfall controls.

(d) Trapping of sediment in channelized flow.

(e) Staging construction to limit exposed soil areas subject to erosion.

(f) Protection of downslope drainage inlets where they occur.

(g) Minimization of tracking via installation of tracking pads at all vehicle and equipment entry and exit locations of the construction site.

(h) Clean up of off-site sediment deposits.

(i) Proper disposal of building and waste materials at all sites.

(j) Stabilization of drainageways.

(k) Control of soil erosion from dirt stockpiles.

(l) Installation of permanent stabilization practices as soon as possible after final grading.

(m) Minimization of dust to the maximum extent practicable.

(6) The erosion and sediment control plan shall require that velocity dissipation devices be placed at discharge locations and along the length of any outfall channel, as necessary, to provide a nonerosive flow from the structure to a watercourse so that the natural physical and biological characteristics and functions are maintained and protected.

B. Erosion and sediment control plan statement. For each construction site identified under § **288-4A** with more than one acre of land-disturbing construction activity, an erosion and sediment control plan statement shall be prepared. This statement shall be submitted to the City. The control plan stateme

shall briefly describe the site, including a site map. Further, it shall also include the best management practices that will be used to meet the requirements of the article, including the site development schedule.

C. Amendments. The applicant shall amend the plan if any of the following occur:

(1) There is a change in design, construction, operation or maintenance at the site which has the reasonable potential for the discharge of pollutants to waters of the state and which has not otherwise been addressed in the plan.

(2) The actions required by the plan fail to reduce the impacts of pollutants carried by construction site runoff.

(3) The City notifies the applicant of changes needed in the plan.

§ 288-11 **Fee schedule.**
The fees referred to in other sections of this article shall be established by the Common Council and may from time to time be modified by resolution. A schedule of the fees established by the Common Council shall be available for review in City Hall. The fee shall cover all City and consultant costs to review the permit application and perform the required site inspections.

§ 288-11.1 **Inspection.**
If land-disturbing construction activities are being carried out without a permit required by this article, the City may enter the land pursuant to the provisions of § 66.0119(1), (2) and (3), Wis. Stats. The City will inspect any construction site with more than one acre of land-disturbing construction activity that holds a permit under this chapter as required by the current Wisconsin Department of Natural Resources Municipal Separate Storm Sewer System (MS4) Permit or within the first 2 weeks of construction, at least once a month, and again at the end of construction ~~during the period starting March 1 and ending October 31 and at least two times during the period starting November 1 and ending February 28~~ to ensure compliance with the approved sediment and erosion control plan. If erosion and/or sediment control Best Management Practices (BMPs) are out of compliance during inspections, the City may conduct follow-up inspections within 7 days, unless corrections are made and observed by the inspector or verified via photographs submitted to the inspector. The costs of these inspections shall be billed to the responsible party.

§ 288-11.2 **Enforcement.**
A. The City may post a stop-work order if any of the following occurs:

(1) Any land-disturbing construction activity regulated under this article is being undertaken without a permit.

(2) The erosion and sediment control plan is not being implemented in a good faith manner.

(3) The conditions of the permit are not being met.

B. If the responsible party does not cease activity as required in a stop-work order posted under this section or fails to comply with the erosion and sediment control plan or permit conditions, the City may revoke the permit.

C. If the responsible party, where no permit has been issued, does not cease the activity after being notified by the City, or if a responsible party violates a stop-work order posted under Subsection **A**, the City may request the City Attorney to obtain a cease and desist order in any court with jurisdiction.

D. The City may retract the stop-work order issued under Subsection **A** or the permit revocation under Subsection **B**.

E. After posting a stop-work order under Subsection **A**, the City may issue a notice of intent to responsible party of its intent to perform work necessary to comply with this article. The City may go on the land and commence the work after issuing the notice of intent. The costs of the work performed under this subsection by the City, plus interest at the rate authorized by City shall be billed to the responsible party. In the event a responsible party fails to pay the amount due, the Clerk shall enter the amount due on the tax rolls and collect as a special assessment against the property pursuant to Subch. VII of Ch. 66, Wis. Stats.

F. Any person violating any of the provisions of this article shall be subject to a forfeiture of not less than $100 nor more than $1,000 and the costs of prosecution for each violation. Each day a violation exists shall constitute a separate offense.

G. Compliance with the provisions of this article may also be enforced by injunction in any court with jurisdiction. It shall not be necessary to prosecute for forfeiture or a cease and desist order before resorting to injunctional proceedings.

§ 288-11.3 **Appeals.**

A. Public Works Commission. The Public Works Commission shall act as the review and appeal agency and:

(1) Shall hear and decide appeals where it is alleged that there is error in any order, decision or determination in administering this article except for cease and desist orders obtained under § **288-11.2C**.

(2) Upon appeal, may authorize variances from the provisions of this article which are not contrary to the public interest and where owing to special conditions a literal enforcement of the provisions of the article will result in unnecessary hardship; and

(3) Shall use the rules, procedures, duties and powers authorized by statute in hearing and deciding appeals and authorizing variances.

B. Who may appeal. Appeals to the Public Works Commission may be taken by any aggrieved person or by any office, department, board, or bureau of the City of Watertown affected by any decision of the City.

§ 288-11.4 **Severability.**

If a court of competent jurisdiction judges any section, clause, provision or portion of this article unconstitutional or invalid, the remainder of the article shall remain in force and not be affected by such judgment.

Article II
Control of Post-Construction Stormwater Management

[Adopted by Ord. No. 08-27 (§ 20.17 of the former City Code); amended in its entirety 10-18-2016 by Ord. No. 16-20]

§ 288-12 **Authority.**

A. This article is adopted by the Common Council under the authority granted by § 62.234, Wis. Stats. This article supersedes all provisions of an ordinance previously enacted under § 62.23, Wis. Stats., that relate to stormwater management regulations. Except as otherwise specified in § 62.234, Wis. Stats., § 62.23, Wis. Stats., applies to this article and to any amendments to this article.

B. The provisions of this article are deemed not to limit any other lawful regulatory powers of the same governing body.

C. The Common Council hereby authorizes the City and its designees to administer and enf provisions of this article.

D. The requirements of this article do not preempt more stringent stormwater management requirements that may be imposed by any of the following:

(1) Wisconsin Department of Natural Resources administrative rules, permits or approvals including those authorized under §§ 281.16 and 283.33, Wis. Stats.

(2) Targeted nonagricultural performance standards promulgated in rules by the Wisconsin Department of Natural Resources under § NR 151.004, Wis. Adm. Code.

§ 288-13 **Findings of fact.**

The Common Council finds that uncontrolled, post-construction runoff has a significant impact upon water resources and the health, safety and general welfare of the community and diminishes the public enjoyment and use of natural resources. Specifically, uncontrolled post-construction runoff can:

A. Degrade physical stream habitat by increasing stream bank erosion, increasing streambed scour, diminishing groundwater recharge, diminishing stream base flows and increasing stream temperature.

B. Diminish the capacity of lakes and streams to support fish, aquatic life, recreational and water supply uses by increasing pollutant loading of sediment, suspended solids, nutrients, heavy metals, bacteria, pathogens and other urban pollutants.

C. Alter wetland communities by changing wetland hydrology and by increasing pollutant loads.

D. Reduce the quality of groundwater by increasing pollutant loading.

E. Threaten public health, safety, property and general welfare by overtaxing storm sewers, drainageways, and other minor drainage facilities.

F. Threaten public health, safety, property and general welfare by increasing major flood peaks and volumes.

G. Undermine floodplain management efforts by increasing the incidence and levels of flooding.

§ 288-14 **Purpose and intent.**

A. Purpose. The general purpose of this article is to establish long-term, post-construction runoff management requirements that will diminish the threats to public health, safety, welfare and the aquatic environment. Specific purposes are to:

(1) Further the maintenance of safe and healthful conditions.

(2) Prevent and control the adverse effects of stormwater; prevent and control soil erosion; prevent and control water pollution; protect spawning grounds, fish and aquatic life; control building sites, placement of structures and land uses; preserve ground cover and scenic beauty; and promote sound economic growth.

(3) Control exceedance of the safe capacity of existing drainage facilities and receiving water bodies; prevent undue channel erosion; control increases in the scouring and transportation of particulate matter; and prevent conditions that endanger downstream property.

(4) Minimize the amount of pollutants discharged from the separate storm sewer to protect waters of the state.

B. Intent. It is the intent of the Common Council that this article regulates post-construction discharges to waters of the state. This article may be applied on a site-by-site basis. The Common Council recognizes, however, that the preferred method of achieving the stormwater performance standards set forth in this article is through the preparation and implementation of comprehensive, systems-level stormwater management plans that cover hydrologic units, such as watersheds, on a municipal and regional scale. Such plans may prescribe regional stormwater devices, practices or systems, any of which may be designed to treat runoff from more than one site prior to discharge to waters of the state. Where such plans are in conformance with the performance standards developed under § 281.16, Wis. Stats., for regional stormwater management measures and have been approved by the Common Council, it is the intent of this article that the approved plan be used to identify post-construction management measures acceptable for the community.

§ 288-15 **Applicability and jurisdiction.**

A. Applicability.

(1) Where not otherwise limited by law, this article applies to a post-construction site which has ~~3,000~~21,780 or more square feet of land-disturbing construction activity, unless the site is otherwise exempt under Subsection **A(2)**.

(2) A site that meets any of the criteria in this Subsection is exempt from the requirements of this article:

(a) Land-disturbing construction activity that includes the construction of a one- or two-family residential site less than one acre and is otherwise regulated by the Wisconsin Department of Safety and Professional Services.

(b) A post-construction site with less than 10% connected imperviousness based on complete development of the post-construction site, provided the cumulative area of all parking lots and rooftops is less than one acre.

(c) Nonpoint discharges from agricultural facilities and practices.

(d) Nonpoint discharges from silviculture activities.

(e) Routine maintenance for project sites under five acres of land disturbance if performed to maintain the original line and grade, hydraulic capacity or original purpose of the facility.

(f) Underground utility construction such as water, sewer and fiberoptic lines. This exemption does not apply to the construction of any aboveground structures associated with utility construction.

(g) The requirements of this article do not preempt more stringent stormwater management requirements that may be imposed by any of the following:

[1] Wisconsin Department of Natural Resources administrative rules, permits or approvals including those authorized under § 288.16, Wis. Stats., for nonpoint sources, and § 283.33, Wis. Stats., for stormwater discharge.

[2] Targeted nonagricultural performance standards promulgated in rules by the Wisconsin Department of Natural Resources under § NR 151.004, Wis. Adm. Code.

(3) Notwithstanding the applicability requirements in Subsection **A(1)**, this article applies to post-construction sites of any size that, in the opinion of the City, are likely to result in runoff that exceeds the safe capacity of the existing drainage facilities or receiving body of water, that causes undue channel erosion, that increases water pollution by scouring or the transportation of particulate matter or that endangers property or public safety.

B. Jurisdiction. This article applies to land-disturbing activities within the boundaries of the City of Watertown, and that portion of the Town of Emmet, Dodge County, Wisconsin, that is subject to the City's Plat Review Jurisdiction as set forth in Resolution Exhibit No. 6152 and recorded on September 25, 1997, in Volume 937 on Page 86 as Document No. 851436 in the Dodge County Office of the Register of Deeds and all subsequent amendments.

C. Exclusions. This article is not applicable to activities conducted by a state agency, as defined under § 227.01(1), Wis. Stats., but also including the office of the District Attorney, which is subject to the state plan promulgated or a memorandum of understanding entered into under § 281.33(2), Wis. Stats.

§ 288-16 **Definitions.**
As used in this article, the following terms shall have the meanings indicated:

ADEQUATE SOD, OR SELF-SUSTAINING VEGETATIVE COVER
Maintenance of sufficient vegetation types and densities such that the physical integrity of the stream bank or lakeshore is preserved. Self-sustaining vegetative cover includes grasses, forbs, sedges and duff layers of fallen and woody debris.

ADMINISTERING AUTHORITY
The ~~City Engineer~~Director of Public Works/City Engineer, the City Public Works Commission, the City Council or other entity empowered under § 62.234, Wis. Stats., that is designated by the City of Watertown to administer this article.

AGRICULTURAL FACILITIES AND PRACTICES
Has the meaning given in § 281.16, Wis. Stats.

ATLAS 14
The National Oceanic and Atmospheric Administration (NOAA) Atlas 14 Precipitation-Frequency Atlas of the United States, Volume 8 (Midwestern States), published in 2013.

AVERAGE ANNUAL RAINFALL
A typical calendar year of precipitation as determined by the Wisconsin Department of Natural Resources for users of models such as WlnSLAMM, P8 or equivalent methodology. The average annual rainfall is chosen from a department publication for the location closest to the City.

BEST MANAGEMENT PRACTICE or BMP
Structural or nonstructural measures, practices, techniques or devices employed to avoid or minimize sediment or pollutants carried in runoff to waters of the state.

BUSINESS DAY
A day the City Hall is routinely and customarily open for business.

CEASE AND DESIST ORDER
A court-issued order to halt land-disturbing construction activity that is being conducted without the required permit or in violation of a permit issued by the City of Watertown.

~~CITY ENGINEER~~DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
The individual holding the ~~City Engineer~~Director of Public Works/City Engineer title or his/her designees within the City of Watertown.

COMBINED SEWER SYSTEM
A system for conveying both sanitary sewage and stormwater runoff.

CONNECTED IMPERVIOUSNESS
An impervious surface connected to waters of the state via a separate storm sewer, an impervious flow path, or a minimally pervious flow path.

DESIGN STORM
A hypothetical discrete rainstorm characterized by a specific duration, temporal distribution, rainfall intensity, return frequency, and total depth of rainfall.

DEVELOPMENT
Residential, commercial, industrial or institutional land uses and associated roads.

DIRECT CONDUITS TO GROUNDWATER
Wells, sinkholes, swallets, fractured bedrock at the surface, mine shafts, nonmetallic mines, tile inlets discharging to groundwater, quarries, or depressional groundwater recharge areas over shallow fractured bedrock.

DIVISION OF LAND
The creation from one parcel of four or fewer parcels or building sites of one or fewer acres each in area where such creation occurs at one time or through the successive partition within a five-year period.

EFFECTIVE INFILTRATION AREA
The area of the infiltration system that is used to infiltrate runoff and does not include the area used for site access, berms or pretreatment.

EROSION
The process by which the land's surface is worn away by the action of wind, water, ice or gravity.

EXCEPTIONAL RESOURCE WATERS
Waters listed in § NR 102.11, Wis. Adm. Code.

EXTRATERRITORIAL
The unincorporated area within three miles of the corporate limits of a first, second, or third class city, or within 1.5 miles of a fourth class city or village.

FILTERING LAYER
Soil that has at least a three-foot-deep layer with at least 20% fines; or at least a five-foot-deep layer with at least 10% fines; or an engineered soil with an equivalent level of protection as determined by the regulatory authority for the site.

FINAL STABILIZATION
That all land-disturbing construction activities at the construction site have been completed and that a uniform, perennial, vegetative cover has been established, with a density of at least 70% of the cover, for the unpaved areas and areas not covered by permanent structures, or employment of equivalent permanent stabilization measures.

FINANCIAL GUARANTEE
A performance bond, maintenance bond, surety bond, irrevocable letter of credit, or similar guarantees submitted to the City by the responsible party to assure that requirements of the article are carried out in compliance with the stormwater management plan.

GOVERNING BODY
The City Public Works Commission or the City Council.

IMPERVIOUS SURFACE

An area that releases as runoff all or a large portion of the precipitation that falls on it, except for frozen soil. Rooftops, sidewalks, driveways, parking lots and streets are examples of areas that typically are impervious.

IN-FILL AREA

An undeveloped area of land located within an existing urban sewer service area, surrounded by development or natural or man-made features where development cannot occur.

INFILTRATION

The entry of precipitation or runoff into or through the soil.

INFILTRATION SYSTEM

A device or practice such as a basin, trench, rain garden or swale designed specifically to encourage infiltration, but does not include natural infiltration in previous surfaces such as lawns, redirecting of rooftop downspouts onto lawns or minimal infiltration from practices, such as swales or roadside channels designed for conveyance and pollutant removal only.

KARST FEATURE

An area or surficial geologic feature subject to bedrock dissolution so that it is likely to provide a conduit to groundwater, and may include caves, enlarged fractures, mine features, exposed bedrock surfaces, sinkholes, springs, seeps or swallets.

LAND-DISTURBING CONSTRUCTION ACTIVITY

Any man-made alteration of the land surface resulting in a change in the topography or existing vegetative or nonvegetative soil cover, that may result in runoff and lead to an increase in soil erosion and movement of sediment into waters of the state. Land-disturbing construction activity includes clearing and grubbing, demolition, excavating, pit trench dewatering, filling and grading activities.

MAINTENANCE AGREEMENT

A legal document that provides for long-term maintenance of stormwater management practices.

MEP or MAXIMUM EXTENT PRACTICABLE

The highest level of performance that is achievable but is not equivalent to a performance standard identified in this article. Maximum extent practicable applies when a person who is subject to a performance standard of this article demonstrates to the City's satisfaction that a performance standard is not achievable and that a lower level of performance is appropriate. In making the assertion that a performance standard is not achievable and that a level of performance different from the performance standard is the maximum extent practicable, the responsible party shall take into account the best available technology, cost effectiveness, geographic features, and other competing interests such as protection of public safety and welfare, protection of endangered and threatened resources, and preservation of historic properties.

NEW DEVELOPMENT

Development resulting from the conversion of previously undeveloped land or agricultural land uses.

NRCS MSE3 DISTRIBUTION

A specific precipitation distribution developed by the United States Department of Agriculture, Natural Resources Conservation Service, using precipitation data from Atlas 14.

OFF SITE

Located outside the property boundary described in the permit application.

ON SITE
Located within the property boundary described in the permit application.

ORDINARY HIGH WATER MARK
Has the meaning given in § NR 115.03(6), Wis. Adm. Code.

OUTSTANDING RESOURCE WATERS
Waters listed in § NR 102.10, Wis. Adm. Code.

PERCENT FINES
The percentage of a given sample of soil which passes through a No. 200 sieve.

PERFORMANCE STANDARD
A narrative or measurable number specifying the minimum acceptable outcome for a facility or practice.

PERMIT
A written authorization made by the City to the applicant to conduct land-disturbing construction activity or to discharge post-construction runoff to waters of the state.

PERMIT ADMINISTRATION FEE
A sum of money paid to the City by the permit applicant for the purpose of recouping the expenses incurred by the authority in administering the permit.

PERVIOUS SURFACE
An area that releases as runoff a small portion of the precipitation that falls on it. Lawns, gardens, parks, forests or other similar vegetated areas are examples of surfaces that typically are pervious.

POLLUTANT
Has the meaning given in § 283.01(13), Wis. Stats.

POLLUTION
Has the meaning given in § 281.01(10), Wis. Stats.

POST-CONSTRUCTION SITE
A construction site following the completion of land-disturbing construction activity and final site stabilization.

PREDEVELOPMENT CONDITION
The extent and distribution of land cover types present before the initiation of land-disturbing construction activity, assuming that all land uses prior to development activity are managed in an environmentally sound manner.

PREVENTIVE ACTION LIMIT
Has the meaning given in § NR 140.05(17), Wis. Adm. Code.

PROTECTIVE AREA
An area of land that commences at the top of the channel of lakes, streams and rivers, or at the delineated boundary of wetlands, and that is the greatest of those widths, as measured horizontally from the top of the channel or delineated wetland boundary to the closest impervious surface.

REDEVELOPMENT
Areas where development is replacing older development.

RESPONSIBLE PARTY

The landowner or any other entity performing services to meet the requirements of this article through a contract or other agreement.

RUNOFF

Stormwater or precipitation including rain, snow or ice melt or similar water that moves on the land surface via sheet or channelized flow.

SEPARATE STORM SEWER

A conveyance or system of conveyances including roads with drainage systems, streets, catch basins, curbs, gutters, ditches, constructed channels or storm drains, which meets all of the following criteria:

A. Is designed or used for collecting water or conveying runoff.

B. Is not part of a combined sewer system.

C. Is not draining to a stormwater treatment device or system.

D. Discharges directly or indirectly to waters of the state.

SILVICULTURE ACTIVITY

Activities including tree nursery operations, tree harvesting operations, reforestation, tree thinning, prescribed burning, and pest and fire control. Clearing and grubbing of an area of a construction site is not a silviculture activity.

SITE

The entire area included in the legal description of the land on which the land-disturbing construction activity occurred.

STOP-WORK ORDER

An order issued by the ~~City Engineer~~Director of Public Works/City Engineer which requires that all construction activity on the site be stopped.

STORMWATER MANAGEMENT PLAN

A comprehensive plan designed to reduce the discharge of pollutants from stormwater after the site has undergone final stabilization following completion of the construction activity.

STORMWATER MANAGEMENT SYSTEM PLAN

A comprehensive plan designed to reduce the discharge of runoff and pollutants from hydrologic units on a regional or municipal scale.

TECHNICAL STANDARD

A document that specifies design, predicted performance and operation and maintenance specifications for a material, device or method.

TOP OF THE CHANNEL

An edge, or point on the landscape, landward from the ordinary high water mark of a surface water of the state, where the slope of the land begins to be less than 12% continually for at least 50 feet. If the slope of the land is 12% or less continually for the initial 50 feet, landward from the ordinary high water mark, the top of the channel is the ordinary high water mark.

TOTAL MAXIMUM DAILY LOAD or TMDL

The amount of pollutants specified as a function of one or more water quality parameters, that can b

discharged per day into a water quality limited segment and still ensure attainment of the water quality standard.

TP-40

Technical Paper No. 40, Rainfall Frequency Atlas of the United States, published in 1961.

TR-55

The United States Department of Agriculture, Natural Resources Conservation Service (previously Soil Conservation Service), Urban Hydrology for Small Watersheds, Second Edition, Technical Release 55, June 1986.

TRANSPORTATION FACILITY

A highway, a railroad, a public mass transit facility, a public-use airport, a public trail or any other public work for transportation purposes such as harbor improvements under § 85.095(1)(b), Wis. Stats. "Transportation facility" does not include building sites for the construction of public buildings and buildings that are places of employment that are regulated by the Department pursuant to § 281.33, Wis. Stats.

TSS

Total suspended solids.

TYPE II DISTRIBUTION

A rainfall type curve as established in the United States Department of Agriculture, Soil Conservation Service, Technical Paper 149, published 1973.

WATERS OF THE STATE

Includes those portions of Lake Michigan and Lake Superior within the boundaries of this state, and all lakes, bays, rivers, streams, springs, ponds, wells, impounding reservoirs, marshes, watercourses, drainage systems and other surface water or groundwater, natural or artificial, public or private, within this state or its jurisdiction.

§ 288-17 **Technical standards.**

The following methods shall be used in designing the water quality, peak flow shaving and infiltration components of stormwater practices needed to meet the water quality standards of this article:

A. Technical standards identified, developed or disseminated by the Wisconsin Department of Natural Resources under Subchapter V of Chapter NR 151, Wis. Adm. Code.

B. Where technical standards have not been identified or developed by the Wisconsin Department of Natural Resources, other technical standards may be used provided that the methods have been approved by the City.

C. In this article, the following year and location has been selected as the average annual rainfall for water quality modeling purposes: Madison, 1981 (Mar. 12-Dec. 2).

§ 288-18 **Performance standards.**

A. Responsible party. The responsible party shall implement a post-construction stormwater management plan that incorporates the requirements of this section.

B. Plan. A written stormwater management plan in accordance with § **288-20** shall be developed and implemented for each post-construction site. Simplified plans may be completed for sites with less than one acre of land-disturbing construction activity in accordance with the requirements of this chapter.

C. Maintenance of effort. For redevelopment sites where the redevelopment will be replacin development that was subject to post-construction performance standards of Ch. NR 151, Wis. Adm. Code, in effect on or after October 1, 2004, the responsible party shall meet the total suspended solids reduction, peak flow control, infiltration, and protective areas standards applicable to the older development or meet the redevelopment standards of this article, whichever is more stringent.

D. Requirements. The plan required under Subsection **B** shall include the following:

(1) Pollutant control. BMPs shall be designed, installed and maintained to control total suspended solids and phosphorus carried in runoff from the post-construction site as follows:

(a) BMPs shall be designed in accordance with Table 1 or to the maximum extent practicable as provided in Subsection **D(1)(b)**. The design shall be based on an average annual rainfall, as compared to no runoff management controls.

Table 1

Pollutant Reduction Standards

Development Type	TSS Reduction	Phosphorus
New development	80%	30%
In-fill development	80%	30%
Redevelopment	60% of load from parking areas and roads	30% of load from parking areas and roads

(b) Maximum extent practicable. If the design cannot meet a total suspended solids or phosphorus reduction performance standard of Table 1, the stormwater management plan shall include a written, site-specific explanation of why the total suspended solids or phosphorus reduction performance standard cannot be met and why the total pollutant loads will be reduced only to the maximum extent practicable.

(c) Off-site drainage. When designing BMPs, runoff draining to the BMP from off-site shall be taken into account in determining the treatment efficiency of the practice. Any impact on the efficiency shall be compensated for by increasing the size of the BMP accordingly.

(2) Peak discharge.

(a) Unless otherwise provided for in this section, all land development activities subject to this section shall establish on-site management practices to control peak flow rates of stormwater discharged from the site. On-site management practices shall be used to meet the following minimum performance standards:

[1] The peak flow rates of stormwater runoff from the development shall not exceed those calculated for the series of design storms specified in Subsection **D(2)(a)[2]** occurring under development conditions

specified in Subsection **D(2)(a)[4]**. Discharge velocities must be nonerosive to discharge outfall channels, and receiving streams. Safe overland conveyance must be provided for discharges from the development.

[2] The stormwater management facilities shall contain sufficient storage to contain the runoff from the one-hundred-year, twenty-four-hour rainfall event under developed conditions, while utilizing a peak discharge rate from the developed site which does not exceed the peak runoff rate from the site for a two-year, twenty-four-hour rainfall event under predevelopment conditions.

[3] By design, BMPs shall be employed to maintain or reduce the one-year, twenty-four-hour post-construction peak runoff discharge rates to the one-year, twenty-four-hour predevelopment peak runoff discharge rate, or to the maximum extent practicable.

[4] Predevelopment conditions shall assume "good hydrologic conditions" for appropriate land covers as identified in TR-55 or an equivalent methodology. The meaning of "hydrologic soil group" and "runoff curve number" are as determined in TR-55. However, when predevelopment land cover is woodland, grassland, or cropland, rather than using TR-55 values for these land use types, the runoff curve numbers in Table 2 shall be used. Peak discharges shall be calculated using TR-55 runoff curve number methodology, Atlas 14 precipitation depths, and the appropriate NRCS Wisconsin MSE3 precipitation distribution. On a case-by-case basis, the ~~City Engineer~~Director of Public Works/City Engineer may allow the use of TP-40 precipitation depths and the Type II distribution.

Table 2

Maximum Predevelopment Runoff Curve Numbers

Hydrologic Soil Group	A	B	C	D
Woodland curve number	30	55	70	77
Grassland curve number	39	61	71	78
Cropland curve number	55	69	78	83

(b) This subsection of the section does not apply to any of the following:

[1] A redevelopment post-construction site.

[2] An in-fill development area less than one acre.

(3) Infiltration. BMPs shall be designed, installed, and maintained to infiltrate runoff to the maximum extent practicable in accordance with the following, except as provided in Subsection **D(3)(f)** through **(i)**.

(a) Low imperviousness. For development up to 40% connected imperviousness, such as parks, cemeteries, and low-density residential development, infiltrate sufficient runoff volume so that the post-development infiltration volume shall be at least 90% of the predevelopment infiltration volume, based on an average annual rainfall. However, when designing appropriate infiltration systems to meet this requirement, no more than 1% of the post-construction site is required as an effective infiltration area.

(b) Moderate imperviousness. For development with more than 40% and up to 80% connected imperviousness, such as medium- and high-density residential, multifamily development, industrial

institutional development, and office parks, infiltrate sufficient runoff volume so that the post-development infiltration volume shall be at least 75% of the predevelopment infiltration volume, based on an average annual rainfall. However, when designing appropriate infiltration systems to meet this requirement, no more than 2% of the post-construction site is required as an effective infiltration area.

(c) High imperviousness. For development with more than 80% connected imperviousness, such as commercial strip malls, shopping centers, and commercial downtowns, infiltrate sufficient runoff volume so that the post-development infiltration volume shall be at least 60% of the predevelopment infiltration volume, based on an average annual rainfall. However, when designing appropriate infiltration systems to meet this requirement, no more than 2% of the post-construction site is required as an effective infiltration area.

(d) Predevelopment condition shall be the same as in Table 2 of the peak discharge section of this article.

(e) Before infiltrating runoff, pretreatment shall be required for parking lot runoff and for runoff from new road construction in commercial, industrial and institutional areas that will enter an infiltration system. The pretreatment shall be designed to protect the infiltration system from clogging prior to scheduled maintenance and to protect groundwater quality in accordance with Subsection **D(3)(k)**. Pretreatment options may include, but are not limited to, oil/grease separation, sedimentation, biofiltration, filtration, swales or filter strips.

(f) Exclusions. Runoff from the following areas may not be infiltrated and do not qualify as contributing to meeting the requirements of this section unless demonstrated to meet the conditions of Subsection **D(3)(k)**:

[1] Areas associated with Tier 1 industrial facilities identified in § NR 216.21(2)(a), Wis. Adm. Code, including storage, loading, rooftop and parking.

[2] Storage and loading areas of Tier 2 industrial facilities identified in § NR 216.21(2)(b), Wis. Adm. Code.

[3] Fueling and vehicle maintenance areas. Runoff from rooftops of fueling and vehicle maintenance areas may be infiltrated with the concurrence of the regulatory authorities.

(g) Location of practices. Infiltration practices may not be located in the following areas:

[1] Areas within 1,000 feet upgradient or within 100 feet downgradient of direct conduits to groundwater.

[2] Areas within 400 feet of a community water system well as specified in § NR 811.12(5)(d)6, Wis. Adm. Code, or within the separation distances listed in § NR 812.08, Wis. Adm. Code, for any private well or noncommunity well for runoff infiltrated from commercial (including multifamily residential), industrial and institutional land uses or regional devices for one- and two-family residential development.

[3] Areas where contaminants of concern, as defined in § NR 720.03(2), Wis. Adm. Code are present in the soil through which infiltration will occur.

(h) Separation distances.

[1] Infiltration practices shall be located so that the characteristics of the soil and the separation distance between the bottom of the infiltration system and the elevation of seasonal high groundwater or the top of bedrock are in accordance with Table 3:

Table 3

Separation Distances and Soil Characteristics

Source Area	Separation Distance	Soil Characteristics
Industrial, commercial, institutional parking lots and roads	5 feet or more	Filtering layer
Residential arterial roads	5 feet or more	Filtering layer
Roofs draining to subsurface infiltration practices	1 foot or more	Native or engineered soil with particles finer than coarse sand
Roofs draining to surface infiltration practices	Not applicable	Not applicable
All other impervious source areas	3 feet or more	Filtering layer

[2] Notwithstanding Subsection **D(3)(h)**, applicable requirements for injection wells classified under Ch. NR 815, Wis. Adm. Code, shall be followed.

(i) Exemptions. Infiltration practices located in runoff from the following areas may be credited towards meeting the requirements when infiltrated, but the decision to infiltrate under these conditions is optional:

[1] Areas where the infiltration rate of the soil measured at the proposed bottom of the infiltration system is less than 0.6 inch/hour using a scientifically credible field test method.

[2] Areas where the least permeable soil horizon to five feet below the proposed bottom of the infiltration system using the U.S. Department of Agriculture method of soils analysis is one of the following: sandy clay loam, clay loam, silty clay loam, sandy clay, silty clay, or clay.

[3] Parking areas and access roads less than 5,000 square feet for commercial development.

[4] Parking areas and access roads less than 5,000 square feet for industrial development not subject to the prohibitions/exclusions under Subsection **D(3)(f)**.

[5] Redevelopment post-construction sites except as provided under § **288-18C**.

[6] In-fill development areas less than one acre.

[7] Roads in commercial, industrial and institutional land uses, and arterial residential roads.

(j) Where alternate uses of runoff are employed, such as for toilet flushing, laundry or irrigation, such alternate use shall be given equal credit toward the infiltration volume required by this section.

(k) Groundwater standards.

[1] Infiltration systems designed in accordance with this section shall, to the extent technically and

economically feasible, minimize the level of pollutants in filtration to groundwater and s compliance with the preventive action limit at a point of standards application in accordance with Ch. NR 140. However, if site-specific information indicates that compliance with a preventive action limit is not achievable, the infiltration BMP may not be installed or shall be modified to prevent infiltration to the maximum extent practicable.

[2] Notwithstanding Subsection **D(3)(k)[1]**, the discharge from BMPs shall remain below the enforcement standard at the point of standards application.

(l) Maximum extent practicable. Where the conditions of Subsection **D(3)(f)** through **(i)** limit or restrict the use of infiltration practices, the infiltration performance standard of § **288-18D(3)** shall be met to the maximum extent practicable.

(4) Protective areas.

(a) "Protective area" means an area of land that commences at the top of the channel of lakes, streams and rivers, or at the delineated boundary of wetlands, and that is the greatest of the following widths, as measured horizontally from the top of the channel or delineated wetland boundary to the closest impervious surface. However, in this subsection, protective area does not include any area of land adjacent to any stream enclosed within a pipe or culvert, such that runoff cannot enter the enclosure at this location.

[1] For outstanding resource waters and exceptional resource waters: 75 feet.

[2] For perennial and intermittent streams identified on a United States Geological Survey 7.5-minute series topographic map, or a county soil survey map, whichever is more current: 50 feet.

[3] For lakes: 50 feet.

[4] For wetlands not subject to Subsection **D(4)(a)[5]** or **[6]**: 50 feet.

[5] For highly susceptible wetlands: 75 feet. Highly susceptible wetlands include the following types: calcareous fens, sedge meadows, open and coniferous bogs, low prairies, coniferous swamps, lowland hardwood swamps and ephemeral ponds.

[6] For less susceptible wetlands: 10% of the average wetland width, but no less than 10 feet nor more than 30 feet. Less susceptible wetlands include degraded wetlands dominated by invasive species such as reed canary grass, cultivated hydric soils; and any gravel pits, or dredged material or fill material disposal sites that take on the attributes of a wetland.

[7] In Subsection **D(4)(a)[4]** through **[6]**, determinations of the extent of the protective area adjacent to wetlands shall be made on the basis of the sensitivity and runoff susceptibility of the wetland in accordance with the standards and criteria in § NR 103.03, Wis. Adm. Code.

[8] Wetland boundary delineations shall be made in accordance with § NR 103.08(1m), Wis. Adm. Code. This subsection does not apply to wetlands that have been completely filled in accordance with all applicable state and federal regulations. The protective area for wetlands that have been partially filled in accordance with all applicable state and federal regulations shall be measured from the wetland boundary delineation after fill has been placed. Where there is a legally authorized wetland fill, the protective area standard need not be met in that location.

[9] For concentrated flow channels with drainage areas greater than 130 acres: 10 feet.

[10] Notwithstanding Subsection **D(4)(a)[1]** to **[9]**, the greatest protective area width shall apply where rivers, streams, lakes and wetlands are contiguous.

(b) This subsection applies to post-construction sites located within a protective area, except exempted pursuant to Subsection **D(4)(d)**.

(c) The following requirements shall be met:

[1] Impervious surfaces shall be kept out of the protective area entirely or to the maximum extent practicable. If there is no practical alternative to locating an impervious surface in the protective area, the stormwater management plan shall contain a written site-specific explanation.

[2] Where land-disturbing construction activity occurs within a protective area, and where no impervious surface is present, adequate sod or self-sustaining vegetative cover of 70% or greater shall be established and maintained. The adequate sod or self-sustaining vegetative cover shall be sufficient to provide for bank stability, maintenance of fish habitat and filtering of pollutants from upslope overland flow areas under sheet flow conditions. Nonvegetative materials, such as rock riprap, may be employed on the bank as necessary to prevent erosion, such as on steep slopes or where high-velocity flows occur.

[3] Best management practices such as filter strips, swales, or wet detention basins that are designed to control pollutants from nonpoint sources may be located in the protective area.

(d) This subsection does not apply to:

[1] Except as provided under § **288-18C**, redevelopment post-construction sites.

[2] In-fill development areas less than one acre.

[3] Structures that cross or access surface waters such as boat landings, bridges and culverts.

[4] Structures constructed in accordance with § 59.692(1v), Wis. Stats.

[5] Areas of post-construction sites from which runoff does not enter the surface water, including wetlands, without first being treated by a BMP to meet the local ordinance requirements for total suspended solids and peak flow reduction, except to the extent that vegetative ground cover is necessary to maintain bank stability.

(5) Fueling and vehicle maintenance areas. Fueling and vehicle maintenance areas shall, to the maximum extent practicable, have BMPs designed, installed and maintained to reduce petroleum within runoff, such that the runoff that enters waters of the state contains no visible petroleum sheen.

(6) Site Drainage. Measures shall be implemented to ensure proper site drainage, prevent property damage and protect public health and safety, including the following minimum requirements:

(a) Drainage easement. Perpetual drainage easements or other deed restrictions shall be recorded on the property to preserve major stormwater flow paths and permanent stormwater BMP locations. Covenants in these areas shall not allow buildings or other structures and shall prevent any grading, filling or other activities that interrupt or obstruct flows in any way. Covenants shall also specify maintenance responsibilities and authorities in accordance with § **288-21**.

(b) Site grading. Site grading shall ensure positive flows away from all buildings, roads, driveways and septic systems, be coordinated with the general stormwater drainage patterns for the area, and minimize adverse impacts on adjacent properties.

(c) Street drainage. All street drainage shall be designed to prevent concentrated flows from crossing the traffic lanes to the maximum extent practicable. Design flow depths at the road center line for on-street drainage shall not exceed six inches during the peak flows generated by the one-hundred-year, twenty-four-hour design storm, using planned land use conditions for the entire contributing watershed area.

(d) Bridges and cross-culverts. All new or modified bridges and cross-culverts shall comply design standards and regulations, facilitate fish passage and prevent increased flooding or channel erosion upstream or downstream from the structure. All bridges and cross-culverts on collector and arterial roadways shall be designed to convey the one-hundred-year, twenty-four-hour design storm. All bridges and cross-culverts on local roadways shall be designed to convey ten-year, twenty-four-hour design storm, while providing an overland flow path that does not impact any structures for the one-hundred-year, twenty-four-hour design storm. A floodplain analysis shall be required for all developments impacting a navigable waterway. This analysis must demonstrate no adverse off-site impacts, in accordance with state and federal regulations and may require larger structures than those specified above. Design flow depths at the road center line for all crossings shall not exceed six inches during peak flows generated by the one-hundred-year, twenty-four-hour design storm, using planned land use conditions for the entire contributing watershed area. All predevelopment runoff storage areas within the flow path upstream of bridges and cross-culverts shall be preserved and designated as drainage easements, unless compensatory storage is provided and accounted for in modeling. As-built documentation shall be submitted for all new or modified structures that are located within a mapped floodplain or that the City determines to be necessary to maintain floodplain modeling for the applicable watershed.

(e) Subsurface drainage. To avoid property and other damages from groundwater, all buildings planned for human occupation on a regular basis shall meet all of the following:

[1] Basement floor surfaces shall be built a minimum of one foot above the highest groundwater table elevation, as documented in the submitted soil evaluations in accordance with City standards. On sloped sites, basements may be allowed partially below the highest groundwater table only on the upslope side if they meet City drainage system standards for design, discharge, engineering oversight, and long-term maintenance. For these sites, the one-foot groundwater separation will be enforced at the furthest downslope point of the basement.

[2] Avoid hydric soils as much as possible.

[3] The City shall be notified of any drain tiles that are uncovered during construction, which the City may require to be restored or connected to other drainage systems.

[4] No discharge of groundwater from tile lines, sump pumps or other means shall be allowed onto another person's land or any public space without the written approval of the City and the property owner.

i. Where storm sewer is available, all cistern overflows, drain tile, downspouts, roof leaders, surface or area drains may be connected to it with the appropriate city permit.

ii Where storm sewer is not available, all cistern overflows, drain tile, downspouts, roof leaders, surface or area drains or other clean water may be piped separately to the street curb or other place of disposal with the appropriate city permit.

(f) Open channels. All open channel drainage systems shall at a minimum be designed to carry the peak flows from a one-hundred-year, twenty-four-hour design storm using planned land use for the entire contributing watershed area. Side slopes shall be no steeper than 4h:1v unless otherwise approved by the City for unique site conditions. Water surface elevations for the one-hundred-year, twenty-four-hour design storm shall be calculated for all existing and proposed open channels.

(g) Storm sewers. All storm sewers shall be designed to convey the ten-year, twenty-four-hour design storm while providing an overland flow path that does not impact any structures for the one-hundred-year, twenty-four-hour design storm, unless otherwise modified by the City.

(h) Changes to stormwater discharges. For sites where the City determines the post-development

stormwater discharge flow paths will be significantly different than predevelopment conditions, where proposed stormwater discharges may otherwise have a significant negative impact on downstream property owner(s), the City may require the applicant to submit written authorization, record a drainage easement, or complete other legal arrangements with the affected property owner(s) prior to permit issuance.

(i) Structure protection and safety. Flows generated by the one-hundred-year, twenty-four-hour design storm under the planned land use conditions may exceed the design capacity of conveyance systems, but shall not come in contact with any buildings. For buildings designed for human occupation on a regular basis, the following additional requirements shall apply:

[1] The lowest elevation of the structure that is exposed to the ground surface shall be a minimum of two feet above the maximum water surface elevation produced by the one-hundred-year, twenty-four-hour design storm, including flows through any stormwater BMP that may temporarily or permanently store water at a depth of greater than one foot; and

[2] The structure shall be set back at least 50 feet from any stormwater BMP that may temporarily or permanently store water at a depth of greater than one foot, including any internally drained area with a significant contributing watershed and/or limited runoff storage capacity, as determined by the City. Setback distance shall be measured from the closest edge of water at the elevation produced by the one-hundred-year, twenty-four-hour design storm. The City may exempt existing structures and structures with no basement from this requirement if the City determines other site risks are minimal based on soil and site conditions.

(7) Swale treatment for transportation facilities.

(a) Applicability. Except as provided in Subsection **D(7)(b)**, transportation facilities that use swales for runoff conveyance and pollutant removal meet all of the water quality requirements of this section, if the swales are designed to the maximum extent practicable to do all of the following:

[1] Be vegetated. However, where appropriate, nonvegetative measures may be employed to prevent erosion or provide for runoff treatment, such as rock riprap stabilization or check dams.

[2] Swales shall comply with Wisconsin Department of Natural Resources Technical Standard 1005, "Vegetated Infiltration Swales." Transportation facility swale treatment does not have to comply with other sections of Technical Standard 1005.

(b) Exemptions. The City may, consistent with water quality standards, require that other provisions be met on a transportation facility with an average daily travel of vehicles greater than 2,500 and where the initial surface water of the state that the runoff directly enters is any of the following:

[1] An outstanding resource water.

[2] An exceptional resource water.

[3] Waters listed in § 303(d) of the federal Clean Water Act that are identified as impaired in whole or in part, due to nonpoint source impacts.

[4] Waters where targeted performance standards are developed under § NR 151.004, Wis. Adm. Code, to meet water quality standards.

(c) The transportation facility authority shall contact the City to determine if additional BMPs beyond a water quality swale are needed under this subsection.

E. General considerations for on-site and off-site stormwater management measures. The following

considerations shall be observed in managing runoff:

(1) Natural topography and land cover features such as natural swales, natural depressions, native soil infiltrating capacity, and natural groundwater recharge areas shall be preserved and used, to the extent possible, to meet the requirements of this section.

(2) Emergency overland flow for all stormwater facilities shall be provided to prevent exceeding the safe capacity of downstream drainage facilities and prevent endangerment of downstream property or public safety.

(3) Unless deemed not possible by City staff, stormwater facilities ~~shall~~ may be located on outlots with direct access to adjacent public streets.

F. Location and regional treatment option.

(1) BMPs may be located on site or off site as part of a regional stormwater device, practice or system, but shall be in accordance with § NR 151.003, Wis. Adm. Code.

(2) The City may approve off-site management measures provided that all of the following conditions are met:

(a) The City determines that the post-construction runoff is covered by a stormwater management system plan that is approved by the City of Watertown and that contains management requirements consistent with the purpose and intent of this article.

(b) The off-site facility meets all of the following conditions:

[1] The facility is in place.

[2] The facility is designed and adequately sized to provide a level of stormwater control equal to or greater than that which would be afforded by on-site practices meeting the performance standards of this article.

[3] The facility has a legally obligated entity responsible for its long-term operation and maintenance.

(3) Where a regional treatment option exists such that the City exempts the applicant from all or part of the minimum on-site stormwater management requirements, the applicant shall be required to pay a fee in an amount determined in negotiation with the City. In determining the fee for post-construction runoff, the City shall consider an equitable distribution of the cost for land, engineering design, construction, and maintenance of the regional treatment option.

G. Alternate requirements. The City may establish stormwater management requirements more stringent than those set forth in this section if the City determines that an added level of protection is needed to protect sensitive resources, to control stormwater quantity or control flooding, comply with federally approved total maximum daily load requirements, or control pollutants associated with existing development or redevelopment.

§ 288-19 **Permitting requirements, procedures and fees.**

A. Permit required. No responsible party may undertake a land-disturbing construction activity without receiving a post-construction runoff permit from the City prior to commencing the proposed activity.

B. Permit application and fees. Unless specifically excluded by this article, any responsible party desiring a permit shall submit to the City a permit application made on a form provided by the City for that purpose.

(1) Unless otherwise excepted by this article, a permit application must be accompanied by a stormwat

management plan, a maintenance agreement and a nonrefundable permit administration f

(2) The stormwater management plan shall be prepared to meet the requirements of §§ **288-18** and **288-20**, the maintenance agreement shall be prepared to meet the requirements of § **288-21**, the financial guarantee shall meet the requirements of § **288-22**, and fees shall be those established by the City of Watertown as set forth in § **288-23**.

C. Review and approval of permit application. The City shall review any permit application that is submitted with a stormwater management plan, maintenance agreement, and the required fee. The following approval procedure shall be used:

(1) Within 20 business days of the receipt of a complete permit application, including all items as required by Subsection **B**, the City shall inform the applicant whether the application, plan and maintenance agreement are approved or disapproved based on the requirements of this article.

(2) If the stormwater permit application, plan and maintenance agreement are approved, or if an agreed upon payment of fees in lieu of stormwater management practices is made, the City shall issue the permit.

(3) If the stormwater permit application, plan or maintenance agreement is disapproved, the City shall detail in writing the reasons for disapproval.

(4) The City may request additional information from the applicant. If additional information is submitted, the City shall have 20 business days from the date the additional information is received to inform the applicant that the plan and maintenance agreement are either approved or disapproved.

D. Permit requirements. All permits issued under this article shall be subject to the following conditions, and holders of permits issued under this article shall be deemed to have accepted these conditions. The City may suspend or revoke a permit for violation of a permit condition, following written notification of the responsible party. An action by the City to suspend or revoke this permit may be appealed in accordance with § **288-25**.

(1) Compliance with this permit does not relieve the responsible party of the responsibility to comply with other applicable federal, state, and local laws and regulations.

(2) The responsible party shall design and install all structural and nonstructural stormwater management measures in accordance with the approved stormwater management plan and this permit.

(3) The responsible party shall notify the City at least three business days before commencing any work in conjunction with the stormwater management plan, three days prior to commencing work on the stormwater management practices, and within three business days upon completion of the stormwater management practices. If required as a special condition under Subsection **E**, the responsible party shall make additional notification according to a schedule set forth by the City so that practice installations can be inspected during construction.

(4) Practice installations required as part of this article shall be certified "as built" by a licensed professional engineer and furnished to the City in digital AutoCad format (.dwg or .dxf file format), in Adobe PDF format, and in ArcGIS shapefile format (.shp or FileGDB format or other format as approved by Public Works Director/City Engineer. Files shall be tied to a coordinate system approved by the Public Works Director/City Engineer. Completed stormwater management practices must pass a final inspection by the City or its designee to determine if they are in accordance with the approved stormwater management plan and ordinance. The City or its designee shall notify the responsible party in writing of any changes required in such practices to bring them into compliance with the conditions of this permit.

(5) The responsible party shall notify the City of any significant modifications it intends to m approved stormwater management plan. The City may require that the proposed modifications be submitted for approval prior to incorporation into the stormwater management plan and execution by the responsible party.

(6) The responsible party shall maintain all stormwater management practices in perpetuity in accordance with the stormwater management plan until the practices either become the responsibility of the City of Watertown, or are transferred to subsequent private owners as specified in the approved maintenance agreement.

(7) The responsible party authorizes the City to perform any work or operations necessary to bring stormwater management measures into conformance with the approved stormwater management plan, and consents to a special assessment or charge against the property as authorized under Subch. VII of Ch. 66, Wis. Stats., or to charging such costs against the financial guarantee posted under § **288-22**.

(8) If so directed by the City, the responsible party shall repair at the responsible party's own expense all damage to adjoining municipal facilities and drainageways caused by runoff, where such damage is caused by activities that are not in compliance with the approved stormwater management plan.

(9) The responsible party shall permit property access to the City or its designee for the purpose of inspecting the property for compliance with the approved stormwater management plan and this permit.

(10) Where site development or redevelopment involves changes in direction, increases in peak rate and/or total volume of runoff from a site, the City may require the responsible party to make appropriate legal arrangements with affected property owners concerning the prevention of endangerment to property or public safety.

(11) The responsible party shall provide a five-year guarantee on all facilities installed as part of the stormwater plan.

(12) The responsible party is subject to the enforcement actions and penalties detailed in § **288-24**, if the responsible party fails to comply with the terms of this permit.

E. Permit conditions. Permits issued under this subsection may include conditions established by the City in addition to the requirements needed to meet the performance standards in § **288-18** or a financial guarantee as provided for in § **288-22**.

F. Permit duration. Permits issued under this section shall be valid ~~from the date of issuance through the date the City notifies the responsible party that~~ for a period of three years from the date of issuance. The City may extend the period once for up to an additional three years or until all stormwater management practices have passed the final inspection required under Subsection **D(4)**.

§ 288-20 **Stormwater management plan.**

A. Plan requirements. The stormwater management plan required under § **288-18B** shall contain any such information the City may need to evaluate the environmental characteristics of the area affected by land development activity, the potential impacts of the proposed development upon the quality and quantity of stormwater discharges, the potential impacts upon water resources and drainage utilities, and the effectiveness and acceptability of proposed stormwater management measures in meeting the performance standards set forth in this section. Unless specified otherwise by this section, stormwater management plans shall contain, at a minimum, the following information:

(1) Name, address, and telephone number for the following or their designees: landowner; developer; project engineer for practice design and certification; person(s) responsible for installation of stormwater management practices; and person(s) responsible for maintenance of stormwater

management practices prior to the transfer, if any, of maintenance responsibility to anoth

(2) A proper legal description of the property proposed to be developed, referenced to the U.S. Public Land Survey system or to block and lot numbers within a recorded land subdivision plat.

(3) Predevelopment site conditions, including:

(a) One or more site maps at a scale of not greater than one inch equals 50 feet. The site maps shall show the following: site location and legal property description; predominant soil types and hydrologic soil groups; existing cover type and condition; topographic contours of the site at a scale not to exceed two feet; topography and drainage network including enough of the contiguous properties to show runoff patterns onto, through, and from the site; watercourses that may affect or be affected by runoff from the site; flow path and direction for all stormwater conveyance sections; watershed boundaries used in hydrology determinations to show compliance with performance standards; lakes, streams, wetlands, channels, ditches, and other watercourses on and immediately adjacent to the site; limits of the one-hundred-year floodplain; location of wells and wellhead protection areas covering the project area and delineated pursuant to § NR 811.16, Wis. Adm. Code.

(b) Hydrology and pollutant loading computations as needed to show compliance with performance standards. Computations of the peak flow discharge rates and discharge volumes from each discharge point in the development. At a minimum, computations must be made for the following storms: one-, two-, ten-, and one-hundred-year. All major assumptions used in developing input parameters shall be clearly stated. The geographic areas used in making the calculations shall be clearly cross-referenced to the required map(s).

(4) Post-development site conditions, including:

(a) Explanation of the provisions to preserve and use natural topography and land cover features to minimize changes in peak flow runoff rates and volumes to surface waters and wetlands.

(b) Explanation of any restrictions on stormwater management measures in the development area imposed by wellhead protection plans and ordinances.

(c) One or more site maps at a scale of not greater than one inch equals 50 feet showing the following: post-construction pervious areas including vegetative cover type and condition; impervious surfaces including all buildings, structures, and pavement; post-construction topographic contours of the site at a scale not to exceed two feet; post-construction drainage network including enough of the contiguous properties to show runoff patterns onto, through, and from the site; locations and dimensions of drainage easements; locations of maintenance easements specified in the maintenance agreement; flow path and direction for all stormwater conveyance sections; location and type of all stormwater management conveyance and treatment practices, including the on-site and off-site tributary drainage area; location and type of conveyance system that will carry runoff from the drainage and treatment practices to the nearest adequate outlet such as a curbed street, storm drain, or natural drainageway; watershed boundaries used in hydrology and pollutant loading calculations and any changes to lakes, streams, wetlands, channels, ditches, and other watercourses on and immediately adjacent to the site.

(d) Hydrology and pollutant loading computations as needed to show compliance with performance standards. The computations shall be made for each discharge point in the development, and the geographic areas used in making the calculations shall be clearly cross-referenced to the required map(s). Computations of the peak flow discharge rates and discharge volumes from each discharge point in the development including analysis of the safe capacity of downstream conveyance systems. At a minimum, computations must be made for the following storms: one-, two-, ten-, and one-hundred-year. All major assumptions used in developing input parameters shall be clearly stated.

(e) Results of investigations of soils and groundwater required for the placement and design of management measures. Detailed drawings including cross-sections and profiles of all permanent stormwater conveyance and treatment practices.

(5) A description and installation schedule for the stormwater management practices needed to meet the performance standards in § **288-18**.

(6) A maintenance plan developed for the life of each stormwater management practice including a map showing the BMP, access routes, easements and corresponding streets and water resources, the required maintenance activities and maintenance activity schedule. A vegetation plan should be included if applicable.

(7) Cost estimates for the construction, operation, and maintenance of each stormwater management practice.

(8) Results of impact assessments on wetland functional values, as applicable.

(9) Design computations and all applicable assumptions for stormwater conveyance (open channel, closed pipe) and stormwater treatment practices (sedimentation type, filtrations, infiltration type) as needed to show that practices are appropriately sized and capable of meeting the discharge performance standards of this section.

(10) Other information requested in writing by the City to determine compliance of the proposed stormwater management measures with the provisions of this article.

(11) All site investigations, plans, designs, computations, and drawings shall be certified by a licensed professional engineer to be prepared in accordance with accepted engineering practice and requirements of this article.

(12) Total amount of new/revised impervious area on property in square feet.

B. Simplified plans. The City may allow simplified stormwater management plans for sites with less than one acre of land-disturbing construction activity.

(1) Erosion Control Plans are required for construction sites with 3,000 square feet or more of land disturbance.

(2) Stormwater management plans including modeling or other calculations accepted for review by the Director of Public Works/City Engineer detailed construction plans and stormwater maintenance agreements and are required for construction sites with 21,780 square feet or more of land disturbance.

C. Alternate requirements. The City may prescribe alternative submittal requirements for applicants seeking an exemption to on-site stormwater management performance standards under § **288-18D**.

§ 288-21 **Maintenance agreement.**

A. Maintenance agreement required. The maintenance agreement required under § **288-19B** for stormwater management practices shall be an agreement between the City and the responsible party to provide for maintenance of stormwater practices beyond the duration period of this permit. The maintenance agreement shall be filed with the County Register of Deeds as a property deed restriction so that it is binding upon all subsequent owners of the land served by the stormwater management practices.

B. Agreement provisions. The maintenance agreement shall contain the following information and provisions and be consistent with the maintenance plan required by § **288-20A(6)**:

(1) Identification of the stormwater facilities and designation of the drainage area served by the facilities

(2) A schedule for regular maintenance of each aspect of the stormwater management system with the stormwater management plan required under § **288-19B**.

(3) Identification of the party(s) responsible for long-term maintenance of the stormwater management practices identified in the stormwater management plan required under § **288-19B**.

(4) Requirement that the responsible party(s) shall maintain stormwater management practices in accordance with the schedule included in Subsection **B(2)** and shall submit an ~~annual~~ inspection and maintenance summary report to the City per the inspection frequency described in the maintenance plan and at least once every three years.

(5) Authorization for the City to access the property to conduct inspections of stormwater management practices as necessary to ascertain that the practices are being maintained and operated in accordance with the agreement.

(6) A requirement of the City to maintain public records of the results of the site inspections, to inform the responsible party responsible for maintenance of the inspection results, and to specifically indicate any corrective actions required to bring the stormwater management practice into proper working condition.

(7) Agreement that the party designated under Subsection **B(3)**, as responsible for long-term maintenance of the stormwater management practices, shall be notified by the City of maintenance problems which require correction. The specified corrective actions shall be undertaken within a reasonable time frame as set by the City.

(8) Authorization of the City to perform the corrected actions identified in the inspection report if the responsible party designated under Subsection **B(3)** does not make the required corrections in the specified time period. The City shall enter the amount due on the tax rolls and collect the money as a special charge against the property pursuant to Subch. VII of Ch. 66, Wis. Stats.

§ 288-22 **Financial guarantee.**

A. Establishment of the guarantee. The City may require the submittal of a financial guarantee, the form and type of which shall be acceptable to the City. The financial guarantee shall be up to an amount determined by the City to be 120% of the estimated cost of construction and the estimated cost of maintenance of the stormwater management practices during the period which the designated party in the maintenance agreement has maintenance responsibility. The financial guarantee shall give the City the authorization to use the funds to complete the stormwater management practices if the responsible party defaults or does not properly implement the approved stormwater management plan, upon written notice to the responsible party by the City that the requirements of this article have not been met.

B. Conditions for release. Conditions for the release of the financial guarantee are as follows:

(1) The City shall release the portion of the financial guarantee established under this section, less any costs incurred by the City of Watertown to complete installation of practices, upon submission of as-built plans by a licensed professional engineer. The City may make provisions for a partial pro-rata release of the financial guarantee based on the completion of various development stages.

(2) The City shall release the portion of the financial guarantee established under this section to assure maintenance of stormwater practices, less any costs incurred by the City, at such time that the responsibility for practice maintenance is passed onto another entity via an approved maintenance agreement.

§ 288-23 **Fee schedule.**

The fees referred to in other sections of this article shall be established by the Common Council and may from time to time be modified by resolution. A schedule of the fees established by the Common Council

be available for review in City Hall. The fee shall cover all City and consultant costs to review application.

§ 288-24 **Enforcement.**

A. Any land-disturbing construction activity or post-construction runoff initiated after the effective date of this article by any person, firm, association, or corporation subject to the article provisions shall be deemed a violation unless conducted in accordance with the requirements of this article.

B. The City shall notify the responsible party by certified mail of any noncomplying land-disturbing construction activity or post-construction runoff. The notice shall describe the nature of the violation, remedial actions needed, a schedule for remedial action, and additional enforcement action which may be taken.

C. Upon receipt of written notification from the City under Subsection **B**, the responsible party shall correct work that does not comply with the stormwater management plan or other provisions of this permit. The responsible party shall make corrections as necessary to meet the specifications and schedule set forth by the City in the notice.

D. If the violations to a permit issued pursuant to this article are likely to result in damage to properties, public facilities, or waters of the state, the City may enter the land and take emergency actions necessary to prevent such damage. The costs incurred by the City plus interest, consultant and legal costs shall be billed to the responsible party.

E. The City is authorized to post a stop-work order on all land-disturbing construction activity that is in violation of this article, or to request the City Attorney to obtain a cease and desist order in any court with jurisdiction.

F. The City may revoke a permit issued under this article for noncompliance with article provisions.

G. Any permit revocation, stop-work order, or cease and desist order shall remain in effect unless retracted by the City or by a court with jurisdiction.

H. The City is authorized to refer any violation of this article, or of a stop-work order or cease and desist order issued pursuant to this article, to the City Attorney for the commencement of further legal proceedings in any court with jurisdiction.

I. Any person, firm, association, or corporation who does not comply with the provisions of this article shall be subject to a forfeiture of not less than $100 nor more than $1,000 per offense, together with the costs of prosecution. Each day that the violation exists shall constitute a separate offense.

J. Compliance with the provisions of this article may also be enforced by injunction in any court with jurisdiction. It shall not be necessary to prosecute for forfeiture or a cease and desist order before resorting to injunctional proceedings.

K. When the City determines that the holder of a permit issued pursuant to this article has failed to follow practices set forth in the stormwater management plan, or has failed to comply with schedules set forth in said stormwater management plan, the City or a party designated by the City may enter upon the land and perform the work or other operations necessary to bring the condition of said lands into conformance with requirements of the approved plan. The City shall keep a detailed accounting of the costs and expenses of performing this work. These costs and expenses shall be deducted from any financial security posted pursuant to § **288-22** of this article. Where such a security has not been established, or where such a security is insufficient to cover these costs, the costs and expenses shall be entered on the tax roll as a special charge against the property and collected with any other taxes levied thereon for the year in which the work is completed.

§ 288-25 **Appeals.**

A. Public Works Commission. The Public Works Commission shall act as the review and appeal agency and:

(1) Shall hear and decide appeals where it is alleged that there is error in any order, decision or determination made in administering this article except for cease and desist orders obtained under § **288-24E**;

(2) Upon appeal, may authorize variances from the provisions of this article which are not contrary to the public interest and where owing to special conditions a literal enforcement of the provisions of the article will result in unnecessary hardship; and

(3) Shall use the rules, procedures, duties and powers authorized by statute in hearing and deciding appeals and authorizing variances.

B. Who may appeal. Appeals to the Public Works Commission may be taken by any aggrieved person or by any office, department, board, or bureau of the City of Watertown affected by any decision of the City.

§ 288-26 **Severability.**

If any section, clause, provision or portion of this article is judged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the article shall remain in force and not be affected by such judgment.

Code Section	Issue	Problem	Specific Code	Existing Language	Proposed Language	Notes/Comments/To-Do's
288	"City Engineer" should be updated to "Director of Public Works/City Engineer"	Inconsistent with current program	(throughout)	City Engineer	Director of Public Works/City Engineer	
288-9	Permit Duration	(Erosion control - Art. 1:) Currently 180 days	288-9 G.	G. Permit duration. Permits issued under this section shall be valid for a period of 180 days, or the length of the building permit or other construction authorizations, whichever is longer, from the date of issuance. The City may extend the period one or more times for up to an additional 180 days. The City may require additional BMPs as a condition of the extension if they are necessary to meet the requirements of this article.	G. Permit duration. Permits issued under this section shall be valid for a period of 3 years from the date of issuance. The City may extend the period once for up to an additional 3 years. The City may require additional BMPs as a condition of the extension if they are necessary to meet the requirements of this article.	Extend length of erosion control permit to mirror WDNR NOI.
288-11	Erosion Control Inspections by City	Inconsistent with MS4 Permit Requirements	288-11.1	Inspection. If land-disturbing construction activities are being carried out without a permit required by this article, the City may enter the land pursuant to the provisions of § 66.0119(1), (2) and (3), Wis. Stats. The City will inspect any construction site with more than one acre of land-disturbing construction activity that holds a permit under this chapter at least once a month during the period starting March 1 and ending October 31 and at least two times during the period starting November 1 and ending February 28 to ensure compliance with the approved sediment and erosion control plan. The costs of these inspections shall be billed to the responsible party.	The City will inspect any construction site with more than one acre of land-disturbing construction activity that holds a permit under this chapter as required by the current Wisconsin Department of Natural Resources Municipal Separate Storm Sewer System (MS4) Permit or within the first 2 weeks of construction, at least once a month, and again at the end of construction to ensure compliance with the approved sediment and erosion control plan. If erosion and/or sediment control Best Management Practices (BMPs) are out of compliance during inspections, the City may conduct follow-up inspections within 7 days, unless corrections are made and observed by the inspector or verified via photographs submitted to the inspector.	> 1 acre insepctions are required; E-mailed Dan B. & Brooke Robinson (DNR) 10/18/22: ok to do less frequent inspections on < 1 acre sites as long as it doesn't result in backsliding.
288-15	Post-construction storm water threshold	3,000 SF too small; Revise to .5 acre (21,780 SF).	288-15 A. (1)	Where not otherwise limited by law, this article applies to a post-construction site which has 3,000 or more square feet of land-disturbing construction activity, unless the site is otherwise exempt under Subsection A(2).	Where not otherwise limited by law, this article applies to a post-construction site which has .5 or more acres of land-disturbing construction activity, unless the site is otherwise exempt under Subsection A(2).	Recommend .5 acre for post-construction stormwater runoff requirements. See spreadsheet of other municipalities' permit thresholds.
288-18	Consider Sump Connection Permit	Need to track additions of non-stormwater discharges of clean water to storm sewer system for MS4 mapping, IDDE evaluations, etc.	288-18 D (6) (e) (4) i	(currently not in code)	Where a storm sewer is available, all cistern overflows, drain tile, downspouts, roof leaders, surface or area drains may be connected to it with appropriate city permit.	Does a permit/program to connect to the storm sewer system belong in Ch. 288? Or does it belong somewhere else, as it is a drainage issue? See C of Madison Ch. 37.05 7. (a) *Copied proposed language from Plumbing 419-8 V*
288-18	Consider Sump Connection Permit	Need to track additions of non-stormwater discharges of clean water to storm sewer system for MS4 mapping, IDDE evaluations, etc.	288-18 D (6) (e) (4) ii	(currently not in code)	Where storm sewers are not available all cistern overflows, drain tile, downspouts, roof leaders, surface or area drains or other clean water may be piped separately to the street curb or other place of disposal with appropriate city permit.	*Copied proposed language from Plumbing 419-8 V*
288-18	Phosphorus Requirement on Redevelopment Sites	Required for all redevelopment, not just roads, alleys, and parking lots like rest of redevelopment.	288-18 D.(1) (a) Table 1	(TSS) 60% of load from parking areas and roads (TP) 30%	(TSS) 60% of load from parking areas and roads (TP) 30% of load from parking areas and roads	TSS & TP control is required in similar situtaitons for ease and consistency of design.
288-18	SW BMP required to be in outlots	Ownership, responsibility, and maintenance of outlots has been problematic in the past.	288-18 E. (3)	Unless deemed not possible by City staff, stormwater facilities shall be located on outlots with direct access to adjacent public streets.	Unless deemed not possible by City staff, stormwater facilities may be located on outlots with direct access to adjacent public streets.	Leaves the option to locate BMPs in outlots available, however allows BMPs to be located in other areas, too. (Examples: permeable pavers in parking lots? BMPs on commercial/industrial property?)

288-19	Final BMP inspection	Clarify when to notify City and what City is expected to inspect (during consturction, layers underground, photograph/document, confirm plantings have been completed)	288-19 D. (3)	The responsible party shall notify the City at least three business days before commencing any work in conjunction with the stormwater management plan, and within three business days upon completion of the stormwater management practices. If required as a special condition under Subsection E, the responsible party shall make additional notification according to a schedule set forth by the City so that practice installations can be inspected during construction	The responsible party shall notify the City at least three business days before commencing any work in conjunction with the stormwater management plan, three days prior to commencing work on the stormwater management practices, and within three business days upon completion of the stormwater management practices.	Inspections are needed during construction of stormwater BMPs to verify underground features have been installed apprpriately.
288-19	Long Term Maintenance Requirements	Need to clarify long-term maintenance requirements in Ch. 288.	288-19 D. (6), (7)	(6) The responsible party shall maintain all stormwater management practices in accordance with the stormwater management plan until the practices either become the responsibility of the City of Watertown, or are transferred to subsequent private owners as specified in the approved maintenance agreement. (7) The responsible party authorizes the City to perform any work or operations necessary to bring stormwater management measures into conformance with the approved stormwater management plan, and consents to a special assessment or charge against the property as authorized under Subch. VII of Ch. 66, Wis. Stats., or to charging such costs against the financial guarantee posted under § 288-22.	(6) The responsible party shall maintain all stormwater management practices in perpetuity in accordance with the stormwater management plan until the practices either become the responsibility…	The responsible party is responsbile for maintenance; the responsible party may change throughout and beyond the construction project.
288-19	Permit duration	Post-construction stormwater:) undefined; until the BMP is complete.	288-19 F.	F. Permit duration. Permits issued under this section shall be valid from the date of issuance through the date the City notifies the responsible party that all stormwater management practices have passed the final inspection required under Subsection D(4).	G. Permit duration. Permits issued under this section shall be valid for a period of 3 years from the date of issuance. The City may extend the period once for up to an additional 3 years or until all stormwater management practices have passed the final inspection required under Subsection D (4)	Extend length of erosion control permit to mirror WDNR NOI.
288-9 & 288-19	Permit review time for erosion control is different than for stormwater	Erosion Control & Post-Construction Stormwater Plan reviews are allowed 2 different timelines.	288-9 C. (1) & 288-19 C. (1)	Within 15 business days of the receipt of a complete permit application, as required by Subsection B, the City shall inform the applicant whether the application and plan are approved or disapproved based on the requirements of this article.	Within 20 business days of the receipt of a complete permit application, as required by Subsection B, the City shall inform the applicant whether the application and plan are approved or disapproved based on the requirements of this article.	Update erosion control plan review to match same 20 day requirement of post-construction stormwater plan review.
288-19	As-builts	Need stamped as-builts and GIS shapefiles	288-19 D. (4)	Practice installations required as part of this article shall be certified "as built" by a licensed professional engineer. Completed stormwater management practices must pass a final inspection by the City or its designee to determine if they are in accordance with the approved stormwater management plan and ordinance. The City or its designee shall notify the responsible party in writing of any changes required in such practices to bring them into compliance with the conditions of this permit.	Practice installations required as part of this article shall be certified "as built" by a licensed professional engineer *and furnished to the City in digital AutoCad format (.dwg or .dxf file format), in Adobe PDF format, and in ArcGIS shapefile format (.shp or FileGDB format or other format as approved by Public Works Director/City Engineer* . Completed stormwater management practices must pass a final inspection by the City or its designee to determine if they are in accordance with the approved stormwater management plan and ordinance. The City or its designee shall notify the responsible party in writing of any changes required in such practices to bring them into compliance with the conditions of this permit.	Allows submittal of as-built documentation in electronic form.
288-20	Small site plan requirements	Simplified Plan requirements for sites < 1 acre is not clear.	288-20 B.	Simplified plans. The City may allow simplified stormwater management plans for sites with less than one acre of land-disturbing construction activity.	(1) Erosion Control Plans are required for construction sites with 3,000 square feet or more of land disturbance. (2) Stormwater management plans including modeling or other calculations accepted for review by the Director of Public Works. City Engineer detailed construction plans and stormwater maintenance agreements and are required for construction sites with 21,780 square feet or more.	Erosion Control Plan required for 3,000 SF or more Stormwater Management Plan requirements for > 1/2 acre & < 1 acre sites.

288-20	Revised square footage of impervious area after project completion	New and redevelopment projects typically result in a different amounts of impervious area than before construction; this new calculation is needed for the stormwater utility charges/bills. This should be added to the list of requirements in the stormwater management plan.	288-20 A.	(currently not in code)	(12) Total amount of new/revised impervious area on property in square feet.	New/revised amount of impervious to be included in stormwater management plan.
288-20	Maintenance Agreement	Maintenance Plan items should be clarified.	288-20 A (6)	A maintenance plan developed for the life of each stormwater management practice including the required maintenance activities and maintenance activity schedule.	A maintenance plan developed for the life of each stormwater management practice including a map showing the BMP, access routes, easements and corresponding streets and water resources, the required maintenance activities and maintenance activity schedule. A vegetation plan should be included if applicable.	Include map and vegetation plan as part of stormwater BMP maintenance plan.
288-21	Maintenance Agreement	Inconsistent with current sample maintenance agreement document	288-21 B (4)	Requirement that the responsible party(s) shall maintain stormwater management practices in accordance with the schedule included in Subsection B(2) and shall submit an annual inspection and maintenance summary report to the City	Requirement that the responsible party(s) shall maintain stormwater management practices in accordance with the schedule included in Subsection B(2) and shall submit an inspection and maintenance summary report to the City per the inspection frequency described in the maintenance plan and at least once every three years.	Clarify ordinance and draft maintenance agreement template to grant City access to site to inspect and to do maintenance as well as charge back. Maintenance ordinance language should mirror agreement language as much as possible.

THE CITY OF WATERTOWN

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MEMO

TO: Chairperson Wetzel and Commissioners

FROM: Andrew Beyer, P.E.

DATE: February 22, 2023

RE: February 28, 2023 Public Works Commission Meeting

Review and take possible action: Create Watertown Municipal Code of Ordinances Chapter 453 Stormwater Ordinance - Article 3, Stormwater Maintenance

BACKGROUND

As part of the Wisconsin Department of Natural Resources (WDNR) Urban Nonpoint Source & Storm Water Grant project, Article iii of Chapter 453 has been drafted to address Stormwater Maintenance. This article combines maintenance-related language found in other ordinances and documents, and clarifies roles and responsibilities for maintenance of stormwater best management practices (BMPs) and drainage easements. Stormwater BMP maintenance is necessary for the systems to function as designed, which was meant to minimize local flooding and to capture stormwater pollutants. The City can take credit for the total suspended solids (TSS) & phosphorus removal from the stormwater BMPs to meet the Rock River total maximum daily load (TMDL) requirements if we can demonstrate the legal authority to ensure maintenance will be completed. Highlights of these proposed changes include:

- Inspections: when are they required and what should be included in the report
- Maintenance: required maintenance, City authority to complete maintenance and charge back property owner(s)
- Drainage easements: responsibility to maintain, examples of what not to store in an easement.

Additional revisions are included on the attached spreadsheet.

Enclosed:

- Draft ordinance language
- Summary spreadsheet

Article III

Stormwater Maintenance

453-32 Scope. Stormwater Best Management Practices (BMP) are designed and constructed to reduce the amount of localized flooding and to improve downstream water quality. Inspections and maintenance of these BMPs are necessary to ensure that the BMP is functioning as designed.

453-33 Findings

A. Lack of long-term maintenance of stormwater best management practices (BMP) can lead to malfunction or failure of the practice, resulting in flooding, damage to public infrastructure, nuisance conditions, property damage, reduced property value, environmental degradation, and other adverse impacts upstream or downstream of the BMP.

B. The Wisconsin Department of Natural Resources (WDNR) Municipal Separate Storm Sewer System (MS4) Permit requires the City ensure that ongoing inspections and maintenance are performed on any stormwater BMPs that are designed and installed to meet City stormwater management requirements.

453-34 Definitions

A. Drainage and Stormwater Utility Easements means an area that has been conveyed to a municipality for water runoff drainage, flood control, water quality treatment or access to storm sewer and stormwater management practices.

B. Maintenance Agreement means a legal document that provides for long-term maintenance of stormwater management practices.

C. Maintenance Plan means a document that is developed for the life of each stormwater management practices including the required maintenance activities and an inspection and maintenance activity schedule.

D. Municipal Separate Storm Sewer System (MS4) Permit means a National Pollutant Discharge and Elimination System (NPDES) permit issued to a municipality to control the amount of pollution reaching local waterways via the storm sewer system which is not a combined sewer system.

E. **Privately-owned BMPs** means any BMP located on property owned by a single owner, business, entity, condo associations, homeowners associations, stormwater associations, fractional ownership or other non-governmental entity.

F. Owner means any person(s) or entity holding fee title to the property upon which the stormwater management practice is located, as recorded at the local County Register of Deeds.

G. Stormwater means water from rain, snow or ice melt, or dewatering that moves over the land surface via sheet or channelized flow.

H. **Stormwater Best Management Practice (BMP)** means any permanent stormwater management facility designed to collect or manage the quantity or quality of stormwater runoff. Some examples include but are not limited to: wet or dry detention basin, infiltration trench or basin, biofilter, constructed wetland, stilling basin, sand filter, permeable pavement, underground detention, manufactured proprietary device, rain garden, vegetated buffer or filter strip, or any combination of these or other permanent stormwater management feature.

I. **Technical Standard** means a document that specifies design, predicted performance, construction or testing methods, material use, and operation and maintenance requirements for a stormwater management practice. Examples include but are not limited to those published by the Wisconsin Department of Natural Resources (WDNR), the USDA-Natural Resource Conservation Service (NRCS), the City of Watertown and other authoritative resources on stormwater management.

453-35 Applicability This article applies to all storm water management best management practices (BMPs) located within the jurisdictional boundaries of the City of Watertown and that portion of the Town of Emmet, Dodge County, Wisconsin, that is subject to the City's Plat Review Jurisdiction as set forth in Resolution Exhibit No,. 6152 and recorded on September 25, 1997 in Volume 937 on Page 86 as document No. 851436 in the Dodge County Office of the Register of Deeds and the Chapter 288, Municipal Code, regardless of approval date, who issued the approval, construction date, or the design, location or ownership of the stormwater BMP.

A. Stormwater BMP Owners on property owned by multiple owners, including but not limited to homeowners associations, stormwater associations and condominium associations shall maintain the current owner or agent contact information on file with the City of Watertown Engineering Division.

453-37 Ultimate Responsibility

A. Where no stormwater maintenance agreement exists, all lot and tract owners within a subdivision and property owners whose property benefits from the stormwater management system and facilities shall be ultimately responsible for the maintenance of the stormwater management system and facilities, whether or not a homeowners' association or property owners' association is the designated responsible entity.

B. In the event the City obtains ownership of stormwater management systems and facilities once privately owned or owned by another governmental entity as the result of or arising from enforcement action under this section, as the result of annexation, or by any other means, the City shall have the right to continue to assess and charge each of the property owners benefiting from the stormwater management systems and facilities for ongoing maintenance, repair,

replacement and administrative expenses relating to such stormwater management systems and facilities.

C. Where existing City-approved private storm sewer and/or best management practices are in a state of disrepair, not constructed in accord with approved plans, or present an obstruction to the drainage system, and the resulting drainage overflows cause damage to the roadway or adjacent public or private lands, the Director of Public Works/City Engineer is authorized to resolve the drainage problem such that the system is functioning in accord with the approved designed. Authorized actions include, but are not limited to: removal of any drainage obstructions (at existing inlets, at existing ditch lines and similar locations); regrading of existing ditch lines; repairing best management practices to bring them into compliance with the approved design; and construction of improvements to the stormwater management systems such that they are constructed in accordance with the approved plans. The costs of this work shall be charged back to the owner per 453-39(D).

453-38 Inspections

A. **Inspection Frequency.** Inspections are required per the frequency described in the individual Stormwater Maintenance Plan and at least as often as described in the most current version of the City of Watertown Stormwater BMP Maintenance Program (on file with the City of Watertown Engineering Division), the City of Watertown Post-Construction Stormwater Management Program and the Wisconsin Department of Natural Resources Municipal Separate Storm Sewer System (MS4) Permit.

1) The City of Watertown Engineering Division has detailed information on most stormwater BMPs located within the City. Please contact the Director of Public Works/City Engineer for individual BMP plans, maintenance plans, and City Stomwater Program information.

B. **Inspection Reports.** The BMP Inspection Report shall contain the following information:

1) BMP owner contact information
2) BMP location with site map
3) BMP condition (details include inlets, outlets, vegetation, debris, litter, riprap, sediment, water level, berms and swales)
4) Recommendations for maintenance, as applicable
5) Date of completed maintenance, if known
6) Date of Inspection
7) Signature of Inspector
8) BMP Type (i.e., wet or dry detention pond, biofilter, etc.)

C. **Inspection Report Submittal to City.** All stormwater BMP inspection reports shall be submitted to the City of Watertown Engineering Division within 60 days of inspection.

453-39 Maintenance

A. Routine Maintenance. All stormwater BMPs shall be maintained in accordance with the measures described in the individual Stormwater BMP Maintenance Plan and as outlined in the

most recent version of the Wisconsin Department of Natural Resources (WDNR) Conservation Technical Standards or other authoritative technical stormwater resource (technical standards).

B. **Maintenance Required Following Inspection.** Upon receipt of an inspection report that recommends the completion of maintenance work or by order of the Director of Public Works/City Engineer, the owner(s) of a stormwater BMP shall, at the owner's cost, complete all maintenance work recommended in the report or ordered by the Director of Public Works/City Engineer within a reasonable time period, as determined by the Director of Public Works/City Engineer. All maintenance work shall comply with the applicable stormwater BMP maintenance plan and the applicable technical standards.

C. **Confirmation of Maintenance to City.** The owner(s) of the stormwater BMP shall submit a maintenance report to the Director of Public Works/City Engineer within 60 days of the completion of BMP maintenance. The maintenance report shall include:
   1) BMP owner contact information
   2) BMP location with site map
   3) Date of completed maintenance
   4) Signature of BMP owner(s)
   5) Accurate description of the completed work
   6) Photos of the completed work
   7) Any applicable professional verifications, including WDNR NR 528 sediment evaluation
   8) Any other information determined by the Director of Public Works/City Engineer as necessary to determine compliance with the approved stormwater BMP plans or this ordinance.

D. **City Authorization to Complete Work.** The City is authorized to perform the corrected actions identified in the inspection report if the owner(s) does not make the required corrections in the specified time period. The City may perform corrective actions in the event of an emergency without prior notification to the owner. The City shall enter the amount due on the tax rolls and collect the money as a special charge against the property pursuant to Such. VII of Ch. 66, Wis. Stats.

453-40 Drainage & Stormwater Utility Easements

A. **Easements.** Stormwater utility / drainage easements should be identified on the preliminary and final plats, maintenance agreement or other document and recorded with the local County Register of Deeds to run in perpetuity with the property.

B. Access. The City has the authority to enter the easement area to access the stormwater utility / drainage swale and/or the stormwater BMP to inspect and perform maintenance.

C. **Maintenance Responsibilities.** The owner(s) is responsible for the ongoing routine maintenance activities including but not limited to mowing and removal of debris within the stormwater

utility / drainage swale. Items that are prohibited from being stored within the stormwater utility / drainage swale or easement include:

1) Brush and compost bins and piles, fertilizers
2) Wood piles
3) Permanent structural landscaping features including but not limited to fences, retaining walls, raised garden beds, trees, shrubs, and filling or grading or land.
4) Recreational furniture and equipment including but not limited to swingsets, sandboxes, firepits, and above ground pools.
5) Grills
6) Vehicles, trailers, boats or campers.
7) Sheds and other storage structures.
8) Any items that may prevent or block the managed flow of stormwater during a rain or snow melt event whether resting in place or by floating downstream.

D. The City is authorized to perform the corrected actions identified in the inspection report if the owner(s) does not make the required corrections in the specified time period. The City may perform corrective maintenance in the event of an emergency without prior notification to the owner. The costs of this work shall be charged back to the owner per 453-39(D).

453-41 Maintenance of Effort. For redevelopment sites where the redevelopment will be replacing older development that was subject to post-construction performance standards of Ch. NR 151, Wis. Adm. Code, in effect on or after October 1, 2004, the owner(s) shall meet the total suspended solids reduction, peak flow control, infiltration, and protective areas standards applicable to the older development or meet the redevelopment standards of this article, whichever is more stringent. Routine and occasional maintenance of these facilities is required by the owner.

453-42 Enforcement

A. The City shall notify the owner(s) by certified mail of any noncompliance with this article. The notice shall describe the nature of the violation, remedial actions needed, a scheduled for remedial action, and additional enforcement action which may be taken.

B. Upon receipt of written notification from the City under Subsection B, the owner(s) shall correct work that does not comply with this article. The owner(s) shall make corrections as necessary to meet the specifications and schedule set forth by the City in the notice.

C. The City is authorized to refer any violation of this article to the City Attorney for the commencement of further legal proceedings in any court with jurisdiction.

D. Any person, firm, association or corporation who does not comply with the provisions of this article shall be subject to a forfeiture of not less than $100 nor more than $1,000 per offense, together with the costs of prosecutions. Each day that the violation exists shall constitute a separate offense.

E. Compliance with the provisions of this article may also be enforced by injunction in any court with jurisdiction. It shall not be necessary to prosecute for forfeiture or a cease-and-desist order before resorting to injunctional proceedings.

F. When the City determines that the owner of a property has failed to be compliant with the requirements of this article, or has failed to comply with the schedules set forth in the applicable stormwater management plan, the City or a party designated by the City may enter upon the land and perform the work or other operations necessary to bring the condition of said lands into conformance with requirements of the approved plan. The City shall keep a detailed account of the costs and expenses of performing this work. The costs and expenses shall be entered on the tax roll as a special charge against the property and collected with any other taxes levied thereon from the year in which the work is completed.

453-43 Conflicting Ordinances. This ordinance supersedes all provisions of ordinances previously enacted by the City of Watertown relating to the long-term maintenance of stomwater management practices.

453-44 Declaration of Severability. If any section, clause or provision of this article is judged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this article shall remain in force and shall not be affected by such judgement.

Code Section	Issue	Problem	Specific Code	Existing Language	Proposed Language	Notes/ Comments/To-Do's
453	Maintenance	Currently no defined stormwater maintenance requirements in code; need to define long term responsibilities, etc.	Article III	(currently not in code)	(See Article III)	Use example ordinances, templates, summarize permit requirements & draft language.
453	Definitions	Need to define terms.	453-34	(currently not in code)	(See definitions for Drainage and Stormwate rUtility Easements, Maintenance Agreement, Maintenance Plan, Municiopal Separate Storm Sewer System (MS4) Permit, Privately-owned BMPs, Owner, Stormwater, Stormwater Best Management Practice (BMP), and Technical Standard.	
453	HOAs?	Need to include something re: HOAs & condos assoc., current contacts, responsibilities, etc.	Article III 453-35 A	(currently not in code)	A.Stormwater BMP Owners on property owned by multiple owners, including but not limited to homeowners associations, stormwater associations and condominium associations shall maintain the current owner or agent contact information on file with the City of Watertown Engineering Division.	HOAs listed under Owner definition in 453-34
453	Responsibility for private stormwater BMP maintenance	When properties are sold, it is not always clear who is responsible for BMP maintenance.	Article III 453-37 A	(currently not in code)	All lot and tract owners within a subdivision and property owners whose property benefits from the stormwater management system and facilities shall be ultimately responsible for the maintenance of the stormwater management system and facilities, whether or not a homeowners' association or property owners' association is the designated responsible entity.	Clarity is good.
453	City ability to charge for stormwater BMP maintenance on previously-privately-owned BMPs	Privately-owned BMPs that go into foreclosure end up as property of the County or City.	Article III 453-37 B	(currently not in code)	In event the City obtains ownership of stormwater management systems and facilities once privately owned or owned by another governmental entity as the result of or arising from enforcement action under this section, as the result of annexation, or by any other means, the City shall have the right to continue to assess and charge each of the property owners benefiting from the stormwater management systems and facilities for ongoing maintenance, repair, replacement and administrative expenses relating to such stormwater management systems and facilities.	For BMPs that default to the City.

453	Private storm system/BMP maintenance	Previously approved stormwater BMPs require maintenance	Article III 453-37 C	(currently not in code)	Where existing City-approved private storm sewer and/or best management practices are in a state of disrepair, not constructed in accord with approved plans, or present an obstruction to the drainage system, and the resulting drainage overflows cause damage to the roadway or adjacent public or private lands, the Director of Public Works/City Engineer is authorized to resolve the drainage problem(s) such that the system is functioning in accord with the approved design. Authorized actions include, but are not limited to: removal of any drainage obstructions (at existing inlets, at existing ditch lines and similar locations); regrading of existing ditch lines; repairing best management practices to bring them into compliance with the approved design; and construction of improvements to the stormwater management systems such that they are constructed in accordance with the approved plans. The costs of this work shall be charged back to the owner per 453.39(D).	Applies to all BMPs that were approved by the City.
453	Sites without maintenance agreements?	How to address sites that did not complete permit process (implement $$ retainage or other final inspection, check-off procedures at end of construction?)	Article III 453-37 C	(currently not in code)	(see 453-37 C, above)	A couple BMPs that were installed in the early 1990's before the City had requirements for maintenance in the ordinance might not fall under this language; all other BMPs designed and constructed under latter ordinances should be captured under this clarification.
453	Maintenance & Drainage Easements	Who is responsible for maintenance?	Article III 453-40 C	(currently not in code)	The owner(s) is responsible for the ongoing routine maintenance activities including but not limited to mowing and removal of debris within the stormwater utility / drainage swale.	Clarifies maintenance and storage questions.
453	Maintenance & Drainage Easements	What is allowed and not in easements?	Article III 453-40 C	(currently not in code)	Items that are prohibited from being stored within the stormwater utility / drainage swale or easement include:	Provides examples of items that should not be stored in drainage or stormwater easements due to potential flooding and pollution concerns.

453	Maintenance & Drainage Easements	What is allowed and not in easements?	Article III 453-40 C 1)	(currently not in code)	1) Brush and compost bins and piles, fertilizers	Provides examples of items that should not be stored in drainage or stormwater easements due to potential flooding and pollution concerns.
453	Maintenance & Drainage Easements	What is allowed and not in easements?	Article III 453-40 C 2)	(currently not in code)	2) Wood piles	Provides examples of items that should not be stored in drainage or stormwater easements due to potential flooding and pollution concerns.
453	Maintenance & Drainage Easements	What is allowed and not in easements?	Article III 453-40 C 3)	(currently not in code)	3) Permanent structural landscaping features including but not limited to fences, retaining walls, raised garden beds, trees, shrubs, and filling or grading or land.	Provides examples of items that should not be stored in drainage or stormwater easements due to potential flooding and pollution concerns.
453	Maintenance & Drainage Easements	What is allowed and not in easements?	Article III 453-40 C 4)	(currently not in code)	4) Recreational furniture and equipment including but not limited to swingsets, sandboxes, firepits, and above ground pools.	Provides examples of items that should not be stored in drainage or stormwater easements due to potential flooding and pollution concerns.
453	Maintenance & Drainage Easements	What is allowed and not in easements?	Article III 453-40 C 5)	(currently not in code)	5) Grills	Provides examples of items that should not be stored in drainage or stormwater easements due to potential flooding and pollution concerns.
453	Maintenance & Drainage Easements	What is allowed and not in easements?	Article III 453-40 C 6)	(currently not in code)	6) Vehicles, trailers, boats or campers.	Provides examples of items that should not be stored in drainage or stormwater easements due to potential flooding and pollution concerns.
453	Maintenance & Drainage Easements	What is allowed and not in easements?	Article III 453-40 C 7)	(currently not in code)	7) Sheds and other storage structures.	Provides examples of items that should not be stored in drainage or stormwater easements due to potential flooding and pollution concerns.

453	Maintenance & Drainage Easements	What is allowed and not in easements?	Article III 453-40 C 8)	(currently not in code)	8) Any items that may prevent or block the managed flow of stormwater during a rain or snow melt event whether resting in place or by floating downstream.	Provides examples of items that should not be stored in drainage or stormwater easements due to potential flooding and pollution concerns.
453	Maintenance of Effort	Include maintenance of effort language in Article III to ensure stormwater control doesn't get lost through redevelopment, but can be accomodated in alternative BMPs that will be maintained.	Article III 453-41	(currently not in code)	Maintenance of effort. For redevelopment sites where the redevelopment will be replacing older development that was subject to post-construction performance standards of Ch. NR 151, Wis. Adm. Code, in effect on or after October 1, 2004, the owner(s) shall meet the total suspended solids reduction, peak flow control, infiltration, and protective areas standards applicable to the older development or meet the redevelopment standards of this article, whichever is more stringent. Routine and occasional maintenance of these facilities is required by the property owner.	Revised policy to require easements and maintenance agreements for residential developments, but only maintenance agreements for non-residential properties. Future redevelopment properties can modify stormwater BMPs as long as they maintain the originally approved water quality and quantity controls. Current Ch. 288 language is sufficient.

THE CITY OF WATERTOWN

ENGINEERING DIVISION

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Ritchie
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Christopher Newberry
920-390-3164

Administrative Assistant
Wanda Fredrick 920.262.4060

MEMO

TO: Chairperson Wetzel and Commission Members

FROM: Andrew Beyer, P.E.

DATE: February 23, 2023

RE: Public Works Commission Meeting of February 28, 2023

Review and take possible action: Award Pavement Marking Contract #1-23 Base Bids A & B to Century Fence for $26,254.00

Background

The Engineering Division publicly opened bids for the 2023 Pavement Marking contract on February 21, 2023. One bid was received. The Engineering Department is recommending awarding the following Base Bids to Century Fence Co.:

Base Bid A: Pavement Marking Removal Prior to Seal Coating: $2,938.00

Base Bid B: Pavement Marking: $23,316.00

Total cost to perform the proposed work is $26,254.00 from funding account #05-58-11-69, Annual Streets Reserve and funding account #05-58-11-92, Seal Coat Reserve.

Attached is the bid tab and draft resolution. Work being awarded is within the approved 2023 budget.

Enclosed:

- Bid Tab
- Draft Resolution

#1-23 Pavement Marking (#8363110)
Owner: City of Watertown
Solicitor: City of Watertown, WI
02/21/2023 10:00 AM CST

						Century Fence Co.	
Section Title	**Line Item**	**Item Code**	**Item Description**	**UofM**	**Quantity**	**Unit Price**	**Extension**
Base Bid A: Pavement Marking Removal Prior to Seal Coating							**$2,938.00**
	1A	1A	Marking Removal Line 4-Inch	LF	2420	$1.00	$2,420.00
	2A	2A	Marking Removal Line Wide	LF	14	$9.00	$126.00
	3A	3A	Marking Removal Crosswalk Transverse Line 6-Inch	LF	98	$4.00	$392.00
Base Bid B: Pavement Marking							**$23,316.00**
	1B	1B	Marking Line Epoxy 4-Inch, Yellow	LF	2880	$1.50	$4,320.00
	2B	2B	Marking Arrow Epoxy	EA	2	$275.00	$550.00
	3B	3B	Marking Word Epoxy	EA	1	$300.00	$300.00
	4B	4B	Marking Line Epoxy 8-Inch	LF	80	$3.00	$240.00
	5B	5B	Marking Railroad Crossing Epoxy	EA	8	$1,280.00	$10,240.00
	6B	6B	Marking Stop line 18-Inch	LF	53	$16.00	$848.00
	7B	7B	Marking Crosswalk Epoxy Transverse Line 6-Inch	LF	427	$14.00	$5,978.00
	8B	8B	Marking Crosswalk Epoxy Block Style 24-Inch	LF	42	$20.00	$840.00
Base Bid Total:							**$26,254.00**

DRAFT RESOLUTION TO AWARD
2023 PAVEMENT MARKING CONTRACT #1-23

SPONSOR: ALDERPERSON WETZEL
FROM: PUBLIC WORKS COMMISSION

WHEREAS, the following sealed bid was received for the 2023 Pavement Marking Project; and,

CONTRACTOR	BASE BID A	BASE BID B	TOTAL BASE BIDS A & B
Century Fence Co., Pewaukee, WI	$2,938.00	$23,316.00	$26,254.00

WHEREAS, Century Fence Co., was the lowest responsive & responsible bidder and accepting the bid received from Century Fence Co. appears to be in the best interest of the City of Watertown,

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Watertown that the proper City Officials be and are hereby authorized to enter into an agreement for the 2023 Pavement Marking Project Contract with Century Fence Co. of Pewaukee, Wisconsin for $26,254.00. Said money is to be taken out of the Annual Street Reserve Account #05-58-11-69 & the Seal Coat Reserve Account #05-58-11-92.

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

ADOPTED March 7, 2023

_____

CITY CLERK

APPROVED March 7, 2023

_____

MAYOR

(March 7, 2023) Exhibit #xxxx

THE CITY OF WATERTOWN

ENGINEERING DIVISION

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Ritchie
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Christopher Newberry
920-390-3164

Administrative Assistant
Wanda Fredrick 920.262.4060

MEMO

TO: Chairperson Wetzel and Commission Members

FROM: Andrew Beyer, P.E.

DATE: February 23, 2023

RE: Public Works Commission Meeting of February 28, 2023

Review and take possible action: Award Rout and Crack Sealing Contract #2-23 Base Bids A, B, C & F to Thunder Road for $75,448.50

Background

The Engineering Division publicly opened bids for the 2023 Rout and Crack Sealing contract on February 21, 2023. Three bids were received. The Engineering Division is recommending awarding the following Base Bids to Thunder Road LLC.:

Base Bid A: Rout and Crack Fill Prior to Seal Coating: $39,191.25

Base Bid B: Rout and Crack Fill Only on Various Asphalt Streets: $23,882.25

Base Bid C: Poly Mastic Flex Patching: $4,500.00

Base Bid F: Rout and Crack Fill Airport Runway 11/29: $7,875.00

Total cost to perform the proposed work is $75,448.50 from funding account #05-58-11-92, Seal Coat Reserve.

Attached is the bid tab and draft resolution. Work being awarded is within the approved 2023 budget.

Enclosed:

- Bid Tab
- Draft Resolution

#2-23 Rout and Crack Fill (#8363112)
Owner: City of Watertown
Solicitor: City of Watertown, WI
02/21/2023 10:00 AM CST

						Thunder Road LLC		Fahrner Asphalt Sealers, LLC		Denler, Inc.	
Section Title	**Line Item**	**Item Code**	**Item Description**	**UofM**	**Quantity**	**Unit Price**	**Extension**	**Unit Price**	**Extension**	**Unit Price**	**Extension**
Base Bid A: Rout and Crack Fill Prior to Seal Coating							**$39,191.25**		**$53,748.00**		**$70,768.20**
	1A	1A	3405 Classification Hot-pouered elastic type crack sealant of 2023 Seal Coat Streets	LBS	22395	$1.75	$39,191.25	$2.40	$53,748.00	$3.16	$70,768.20
Base Bid B: Rout and Crack Fill Only on Various Asphalt Streets							**$23,882.25**		**$32,752.80**		**$43,124.52**
	1B	1B	3405 Classification Hot-pouered elastic type crack sealant of S Third St, River Dr, Neenah St, & Mary St	LBS	13647	$1.75	$23,882.25	$2.40	$32,752.80	$3.16	$43,124.52
Base Bid C: Poly Mastic Flex Patching							**$4,500.00**		**$7,000.00**		**$7,000.00**
	1C	1C	Flex leveling of cupped cracks, 24-Inch Width	LF	1000	$4.50	$4,500.00	$7.00	$7,000.00	$7.00	$7,000.00
Base Bid D: Add Alternate Rout and Crack Fill Only Streets							**$35,875.00**		**$49,200.00**		**$71,750.00**
	1D	1D	3405 Classification Hot-poured elastic type crack sealant of Milford St	LBS	20500	$1.75	$35,875.00	$2.40	$49,200.00	$3.50	$71,750.00

Base Bid E: Add Alternate Rout and Crack Fill Only Streets							**$15,925.00**		**$21,840.00**		**$31,850.00**
	1E	1E	3405 Classification Hot-poured elastic type crack sealant of Carriage Hill Dr	LBS	9100	$1.75	$15,925.00	$2.40	$21,840.00	$3.50	$31,850.00
Base Bid F: Add Alternate Rout and Crack Fill Only Runway 11/29							**$7,875.00**		**$10,800.00**		**$18,000.00**
	1F	1F	3405 Classification Hot-poured elastic type crack sealant of Watertown Airport Runway 11/29	LBS	4500	$1.75	$7,875.00	$2.40	$10,800.00	$4.00	$18,000.00
Base Bid Total:							**$127,248.50**		**$175,340.80**		**$242,492.72**

DRAFT RESOLUTION TO AWARD
2023 ROUT & CRACK SEALING CONTRACT #2-23

SPONSOR: ALDERPERSON WETZEL
FROM: PUBLIC WORKS COMMISSION

WHEREAS, the following sealed bids were received for the 2023 Rout & Crack Sealing Project Contract; and,

CONTRACTOR	Base Bid A: Rout and Crack Fill Prior to Seal Coating	Base Bid B: Rout and Crack Fill Only on Various Asphalt Streets	Base Bid C: Poly Mastic Flex Patching	Base Bid F: Rout and Crack Fill Airport Runway 11/29	Base Bid Total
Thunder Road LLC	$39,191.25	$23,882.25	$4,500.00	$7,875.00	$75,448.50
Fahrner Asphalt Sealers, LLC	$53,748.00	$32,752.80	$7,000.00	$10,800.00	$104,300.80
Denler, Inc.	$70,768.20	$43,124.52	$7,000.00	$18,000.00	$138,892.72

WHEREAS, Thunder Road LLC was the lowest responsive and responsible bidder and accepting the bid received from Thunder Road LLC appears to be in the best interest of the City of Watertown.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Watertown that the proper City Officials be and are hereby authorized to enter into an agreement for the 2023 Rout & Crack Sealing Project Contract with Thunder Road LLC., of Waukesha, Wisconsin for $75,448.50. Said money is to be taken out of the Seal Coating Reserve Account #05-58-11-92.

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

ADOPTED March 7, 2023

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CITY CLERK

APPROVED March 7, 2023

_____

MAYOR

(March 7, 2023) Exhibit #

THE CITY OF WATERTOWN

ENGINEERING DIVISION

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Christopher Newberry
920-390-3164

Administrative Assistant
Wanda Fredrick 920.262.4060

MEMO

TO: Chairperson Wetzel and Commission Members

FROM: Andrew Beyer, P.E.

DATE: February 23, 2023

RE: Public Works Commission Meeting of February 28, 2023

Review and take possible action: Award Seal Coating Contract #3-23 Alternate Bid A to Scott Construction for $66,750.00

Background

The Engineering Division publicly opened bids for the 2023 Seal Coating Project contract on February 21, 2023. Two bids were received. The Engineering Division is recommending awarding the following Alternate Bid to Scott Construction, Inc.:

Alternate Bid A: Seal Coating Streets – Boiler Slag: $66,750.00

Total cost to perform the proposed work is $66,750.00 from funding account #05-58-11-92, Seal Coat Reserve.

Attached is the bid tab and draft resolution. Work being awarded is within the approved 2023 budget.

Enclosed:

- Bid Tab
- Draft Resolution

THE CITY OF WATERTOWN

#3-23 Seal Coating (#8363114)
Owner: City of Watertown
Solicitor: City of Watertown, WI
02/21/2023 10:00 AM CST

						Fahrner Asphalt Sealers, LLC		Scott Construction, Inc	
Section Title	**Line Item**	**Item Code**	**Item Description**	**UofM**	**Quantity**	**Unit Price**	**Extension**	**Unit Price**	**Extension**
Alternate Bid A: Seal Coating Streets (Est. Quantities Only)							**$0.00**		**$66,750.00**
	1A	1A	Bituminous seal coat with light weight black boiler slag aggregate	SY	26700	$0.00	$0.00	$2.50	$66,750.00
Alternate Bid B: Seal Coating Streets (Est. Quantities Only)							**$71,289.00**		**$71,022.00**
	1B	1B	Bituminous seal coat with FA2 crushed granite aggregate	SY	26700	$2.67	$71,289.00	$2.66	$71,022.00
Alternate Bid C: Add Alternate Seal Coating Streets (Est. Quantities Only)							**$0.00**		**$43,000.00**
	1C	1C	Bituminous seal coat with light weight black boiler slag aggregate	SY	17200	$0.00	$0.00	$2.50	$43,000.00
Alternate Bid D: Add Alternate Seal Coating Streets (Est. Quantities Only)							**$45,924.00**		**$45,752.00**
	1D	1D	Bituminous seal coat with FA2 crushed granite aggregate	SY	17200	$2.67	$45,924.00	$2.66	$45,752.00
Base Bid Total:							**$117,213.00**		**$226,524.00**

DRAFT RESOLUTION TO AWARD
2023 SEAL COATING CONTRACT #3-23

SPONSOR: ALDERPERSON WETZEL
FROM: PUBLIC WORKS COMMISSION

WHEREAS, the following sealed bids were received for the 2023 Seal Coating Project Contract; and,

CONTRACTOR	Alternate Bid A Seal Coating Annual Street Program
Scott Construction, Inc., Lake Delton, WI	$66,750.00
Fahrner Asphalt Sealers, LLC, Plover, WI	$0.00

WHEREAS, one bidder can provide light weight black boiler slag seal coat aggregate; and,

WHEREAS, light weight black boiler slag seal coat aggregate is generally dust free; and,

WHEREAS, light weight black boiler slag seal coat aggregate provides excellent sun heat retention which can assist in winter snow melt; and,

WHEREAS, the bid from Scott Construction, Inc. appears to be in the best interest of the City of Watertown; and,

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Watertown that the proper City Officials be and are hereby authorized to enter into an agreement for the 2023 Seal Coating Project Contract with Scott Construction, Inc., of Lake Delton, Wisconsin for Alternate Bid A, Annual Street Program Total Amount: $66,750.00. Said money is to be taken out of the Seal Coating Reserve Account #05-58-11-92.

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

ADOPTED March 7, 2023

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CITY CLERK

APPROVED March 7, 2023

_____

MAYOR

(March 7, 2023) Exhibit #

THE CITY OF WATERTOWN

ENGINEERING DIVISION

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Christopher Newberry
920-390-3164

Administrative Assistant
Wanda Fredrick 920.262.4060

MEMO

TO: Chairperson Wetzel and Commission Members

FROM: Andrew Beyer, P.E.

DATE: February 23, 2023

RE: Public Works Commission Meeting of February 28, 2023

Review and take possible action: Award 2023 Annual Street and Utility Project Contract #4-23 Base Bids A, B, C, D, E, F, H, I, J, K, L, M, & N to Dorner Inc. for $2,354,426.41

Background

The Engineering Division publicly opened bids for the 2023 Annual Street and Utility Reconstruction Project Contract on February 21, 2023. Bid work included water main reconstruction, sanitary sewer construction, storm sewer construction and street & sidewalk reconstruction in the 2023 Annual Street and Utility Program area. Four bids were received. The Engineering Division is recommending awarding the following Base Bids to Dorner Inc.:

Base Bid A: Street Reconstruction - $635,961.20
Base Bid B: Storm Sewer - $267,504.80
Base Bid C: Water Main and Services - $399,499.40
Base Bid D: Sanitary Sewer Laterals - $150,680.80
Base Bid E: Misc. Items & Lateral Connections - $30,210.00
Base Bid F: Misc. Watermain Items - $34,500.00
Base Bid H: Alternate Seeding Restoration - $38,111.90
Base Bid I: Alternate W. Milwaukee Street Reconstruction - $105,108.60
Base Bid J: Alternate W. Milwaukee Street Storm Sewer - $39,609.00
Base Bid K: Alternate W. Milwaukee Street Water Main and Services - $59,890.52
Base Bid L: Alternate W. Milwaukee Street Sanitary Sewer Laterals - $21,468.00
Base Bid M: Alternate Lead Service Replacement - $556,799.00
Base Bid N: Edgewater Court Curb & Gutter Replacement - $15,083.19

Total cost to perform the proposed work is $2,354,426.41 from funding account #05-58-11-69, Annual Street Reserve; account #16-58-16-60, Storm Water Utility Capital Outlay; account #03-99-99-99, Water Utility Capital Outlay; and account #02-97-30-11, Wastewater Utility Sewer Rehabilitation.

Attached is the bid tab and draft resolution. Work being awarded is within approved 2023 budgets.
Enclosed:

- Bid Tab
- Draft Resolution

#4-23 Annual Street and Utility Reconstruction (#8374278)
Owner: City of Watertown
Solicitor: City of Watertown, WI
02/21/2023 10:00 AM CST

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Forest Landscaping & Construction, Inc		Dorner Inc.		Ptaschinski Const, Inc		MJ Construction, Inc.	
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Street Program Base Bid A: Street Reconstruction							**$692,787.75**		**$635,961.20**		**$870,840.82**		**$751,532.60**
	1A	1A	Grubbing	ID	58	$50.00	$2,900.00	$15.00	$870.00	$75.00	$4,350.00	$75.00	$4,350.00
	2A	2A	Removing Concrete Pavement	SY	586	$8.00	$4,688.00	$3.00	$1,758.00	$3.00	$1,758.00	$1.00	$586.00
	3A	3A	Removing Asphaltic Surface	SY	8148	$1.50	$12,222.00	$1.50	$12,222.00	$1.50	$12,222.00	$1.00	$8,148.00
	4A	4A	Removing Curb & Gutter	LF	4845	$3.00	$14,535.00	$2.00	$9,690.00	$3.00	$14,535.00	$5.00	$24,225.00
	5A	5A	Removing Concrete Sidewalk	SY	1090	$3.00	$3,270.00	$5.00	$5,450.00	$9.00	$9,810.00	$6.50	$7,085.00
	6A	6A	Excavation Common	LS	1	$115,000.00	$115,000.00	$88,375.00	$88,375.00	$127,067.21	$127,067.21	$135,000.10	$135,000.10
	7A	7A	Finishing Roadway (project)	EA	1	$20,000.00	$20,000.00	$2,500.00	$2,500.00	$1,500.00	$1,500.00	$10,000.00	$10,000.00
	8A	8A	Base Aggregate Dense 3/4-Inch	TON	530	$15.00	$7,950.00	$20.00	$10,600.00	$17.27	$9,153.10	$30.00	$15,900.00
	9A	9A	Base Aggregate Dense 1 1/4-Inch	TON	2777	$15.00	$41,655.00	$16.40	$45,542.80	$17.27	$47,958.79	$20.00	$55,540.00
	10A	10A	Breaker Run	TON	3580	$15.00	$53,700.00	$16.40	$58,712.00	$17.27	$61,826.60	$18.00	$64,440.00
	11A	11A	Concrete Driveway 6-Inch	SY	590	$60.00	$35,400.00	$58.00	$34,220.00	$61.36	$36,202.40	$68.00	$40,120.00
	12A	12A	Tack Coat	GAL	570	$1.00	$570.00	$2.40	$1,368.00	$3.03	$1,727.10	$2.50	$1,425.00
	13A	13A	HMA Pavement 3 LT 58-28 S	TON	1050	$78.00	$81,900.00	$83.10	$87,255.00	$73.83	$77,521.50	$79.00	$82,950.00
	14A	14A	HMA Pavement 4 LT 58-28 S	TON	817	$83.00	$67,811.00	$87.50	$71,487.50	$79.69	$65,106.73	$83.00	$67,811.00
	15A	15A	Asphaltic Surface Driveways	TON	122	$125.00	$15,250.00	$107.70	$13,139.40	$105.04	$12,814.88	$102.00	$12,444.00
	16A	16A	Concrete Curb & Gutter 30-Inch Type A	LF	123	$31.00	$3,813.00	$29.00	$3,567.00	$46.33	$5,698.59	$25.00	$3,075.00
	17A	17A	Concrete Curb & Gutter 30-Inch Type D	LF	40	$31.00	$1,240.00	$29.00	$1,160.00	$46.33	$1,853.20	$25.00	$1,000.00
	18A	18A	Concrete Curb & Gutter 30-Inch Sloped	LF	4722	$17.00	$80,274.00	$16.40	$77,440.80	$17.10	$80,746.20	$20.00	$94,440.00
	19A	19A	Concrete Curb Pedestrian	LF	90	$32.00	$2,880.00	$30.10	$2,709.00	$50.00	$4,500.00	$40.00	$3,600.00
	20A	20A	Concrete Sidewalk 4-Inch	SF	6950	$6.50	$45,175.00	$5.80	$40,310.00	$7.20	$50,040.00	$6.50	$45,175.00
	21A	21A	Concrete Sidewalk 5-Inch	SF	2262	$6.75	$15,268.50	$6.10	$13,798.20	$6.41	$14,499.42	$7.00	$15,834.00
	22A	22A	Concrete Sidewalk 6-Inch	SF	605	$7.25	$4,386.25	$6.40	$3,872.00	$6.82	$4,126.10	$7.50	$4,537.50
	23A	23A	Concrete Steps	SF	40	$65.00	$2,600.00	$55.40	$2,216.00	$100.00	$4,000.00	$45.00	$1,800.00
	24A	24A	Mobilization, Bonds, & Insurance	LS	1	$41,000.00	$41,000.00	$33,000.00	$33,000.00	$207,800.00	$207,800.00	$11,000.00	$11,000.00
	25A	25A	Traffic Control (Street Reconstruction)	LS	1	$18,000.00	$18,000.00	$12,700.00	$12,700.00	$12,000.00	$12,000.00	$40,000.00	$40,000.00
	26A	26A	Sawing Asphalt	LF	471	$2.50	$1,177.50	$3.50	$1,648.50	$4.00	$1,884.00	$2.00	$942.00
	27A	27A	Sawing Concrete	LF	35	$3.50	$122.50	$10.00	$350.00	$4.00	$140.00	$3.00	$105.00
Street Program: Base Bid B: Storm Sewer							**$218,166.80**		**$267,504.80**		**$235,582.15**		**$400,072.50**
	1B	1B	Removing Concrete Sidewalk	SY	326	$5.00	$1,630.00	$5.70	$1,858.20	$9.00	$2,934.00	$6.50	$2,119.00
	2B	2B	Removing Manholes	EA	5	$750.00	$3,750.00	$600.00	$3,000.00	$500.00	$2,500.00	$500.00	$2,500.00

	3B	3B	Removing Inlets	EA	10	$500.00	$5,000.00	$300.00	$3,000.00	$300.00	$3,000.00	$550.00	$5,500.00
	4B	4B	Concrete Sidewalk 4-Inch	SF	2784	$6.75	$18,792.00	$5.80	$16,147.20	$7.20	$20,044.80	$6.50	$18,096.00
	5B	5B	Concrete Sidewalk 6-Inch	SF	156	$7.25	$1,131.00	$6.40	$998.40	$6.82	$1,063.92	$7.00	$1,092.00
	6B	6B	Sealing Pipes	EA	19	$150.00	$2,850.00	$265.00	$5,035.00	$400.00	$7,600.00	$350.00	$6,650.00
	7B	7B	Storm Sewer Pipe Reinforced Concrete Class V 12-Inch	LF	82	$65.00	$5,330.00	$58.00	$4,756.00	$67.05	$5,498.10	$134.00	$10,988.00
	8B	8B	Storm Sewer Pipe Reinforced Concrete Class V 15-Inch	LF	198	$70.00	$13,860.00	$79.00	$15,642.00	$73.84	$14,620.32	$137.00	$27,126.00
	9B	9B	Storm Sewer Pipe Composite 12-Inch	LF	251	$55.00	$13,805.00	$61.00	$15,311.00	$57.57	$14,450.07	$124.00	$31,124.00
	10B	10B	Storm Sewer Pipe Composite 15-Inch	LF	643	$60.00	$38,580.00	$73.00	$46,939.00	$62.23	$40,013.89	$128.00	$82,304.00
	11B	11B	Catch Basins 2x3-FT	EA	17	$2,100.00	$35,700.00	$3,095.00	$52,615.00	$2,119.36	$36,029.12	$2,850.00	$48,450.00
	12B	12B	Manholes 4-FT Diameter	EA	7	$2,500.00	$17,500.00	$3,460.00	$24,220.00	$2,286.00	$16,002.00	$3,050.00	$21,350.00
	13B	13B	Manholes 5-FT Diameter	EA	4	$2,800.00	$11,200.00	$5,290.00	$21,160.00	$3,281.00	$13,124.00	$5,725.00	$22,900.00
	14B	14B	Manholes 6-FT Diameter	EA	1	$3,200.00	$3,200.00	$6,655.00	$6,655.00	$4,328.00	$4,328.00	$12,150.00	$12,150.00
	15B	15B	Adjusting Catch Basin Covers	EA	17	$100.00	$1,700.00	$500.00	$8,500.00	$200.00	$3,400.00	$750.00	$12,750.00
	16B	16B	Adjusting Manhole Covers	EA	9	$100.00	$900.00	$500.00	$4,500.00	$200.00	$1,800.00	$750.00	$6,750.00
	17B	17B	Sump Pump Drain Line Cleanout 6-Inch PVC, including Riser and Cap	EA	4	$750.00	$3,000.00	$300.00	$1,200.00	$396.75	$1,587.00	$900.00	$3,600.00
	18B	18B	Sump Pump Drain Line 6-Inch PVC	LF	737.7	$44.00	$32,458.80	$40.00	$29,508.00	$56.79	$41,893.98	$105.00	$77,458.50
	19B	19B	Pipe Underdrain 6-Inch Perforated HDPE	LF	40	$50.00	$2,000.00	$35.00	$1,400.00	$42.46	$1,698.40	$35.00	$1,400.00
	20B	20B	Inlet Protection Type B	EA	6	$175.00	$1,050.00	$55.00	$330.00	$50.50	$303.00	$65.00	$390.00
	21B	21B	Inlet Protection Type D	EA	43	$110.00	$4,730.00	$110.00	$4,730.00	$85.85	$3,691.55	$125.00	$5,375.00
Street Program: Base Bid C: Water Main and Services							**$480,616.50**		**$399,499.40**		**$378,501.32**		**$730,842.50**
	1C	1C	Removing Concrete Pavement	SY	198	$8.00	$1,584.00	$4.40	$871.20	$3.00	$594.00	$1.00	$198.00
	2C	2C	Removing Asphaltic Surface	SY	425	$3.00	$1,275.00	$2.00	$850.00	$1.50	$637.50	$1.00	$425.00
	3C	3C	Removing Curb and Gutter	LF	30	$5.00	$150.00	$5.00	$150.00	$3.00	$90.00	$5.00	$150.00
	4C	4C	Removing Concrete Sidewalk	SY	231	$5.00	$1,155.00	$5.70	$1,316.70	$9.00	$2,079.00	$6.50	$1,501.50
	5C	5C	Base Aggregate Dense 3/4-Inch	TON	68	$20.00	$1,360.00	$21.30	$1,448.40	$17.27	$1,174.36	$30.00	$2,040.00
	6C	6C	Base Aggregate Dense 1 1/4-Inch	TON	58	$20.00	$1,160.00	$16.50	$957.00	$17.27	$1,001.66	$20.00	$1,160.00
	7C	7C	Breaker Run	TON	71	$20.00	$1,420.00	$16.50	$1,171.50	$17.27	$1,226.17	$18.00	$1,278.00
	8C	8C	Tack Coat	GAL	30	$7.00	$210.00	$2.40	$72.00	$3.03	$90.90	$2.50	$75.00
	9C	9C	HMA Pavement 3 LT 58-28 S	TON	55	$135.00	$7,425.00	$130.50	$7,177.50	$117.16	$6,443.80	$124.00	$6,820.00
	10C	10C	HMA Pavement 4 LT 58-28 S	TON	43	$150.00	$6,450.00	$110.30	$4,742.90	$136.35	$5,863.05	$105.00	$4,515.00
	11C	11C	Concrete Curb & Gutter 30-Inch Sloped	LF	30	$40.00	$1,200.00	$29.00	$870.00	$17.10	$513.00	$20.00	$600.00
	12C	12C	Concrete Sidewalk 4-Inch	SF	1900	$7.00	$13,300.00	$5.80	$11,020.00	$7.20	$13,680.00	$6.50	$12,350.00
	13C	13C	Concrete Sidewalk 6-Inch	SF	190	$7.50	$1,425.00	$6.40	$1,216.00	$6.82	$1,295.80	$7.00	$1,330.00
	14C	14C	Concrete Pavement 8-Inch	SY	198	$105.00	$20,790.00	$97.70	$19,344.60	$87.96	$17,416.08	$86.00	$17,028.00
	15C	15C	Drilled Tie Bars	EA	74	$11.00	$814.00	$10.40	$769.60	$8.00	$592.00	$15.00	$1,110.00
	16C	16C	Drilled Dowel Bars	EA	85	$19.00	$1,615.00	$16.60	$1,411.00	$18.00	$1,530.00	$20.00	$1,700.00
	17C	17C	Sawing Asphalt	LF	212	$2.50	$530.00	$3.50	$742.00	$4.00	$848.00	$2.00	$424.00

	18C	18C	Sawing Concrete	LF	165	$3.50	$577.50	$5.00	$825.00	$4.00	$660.00	$3.00	$495.00
	19C	19C	Adjusting Valve Boxes	EA	27	$125.00	$3,375.00	$75.00	$2,025.00	$300.00	$8,100.00	$300.00	$8,100.00
	20C	20C	Abandon water mains (includes cutting & capping, curb box removals, & valve box removals as required)	LS	1	$31,000.00	$31,000.00	$2,500.00	$2,500.00	$2,000.00	$2,000.00	$10,500.00	$10,500.00
	21C	21C	6-inch C900 PVC water main, including all required tees, crosses, bends, adaptors, plugs, and cor-blue bolts - furnish, place, and compact granular Backfill & Class B Bedding including all required ap	LF	5	$200.00	$1,000.00	$161.00	$805.00	$110.00	$550.00	$165.00	$825.00
	22C	22C	8-inch C900 PVC water main, including all required tees, crosses, bends, adaptors, plugs, and cor-blue bolts - furnish, place, and compact granular Backfill & Class B Bedding including all required ap	LF	2102	$80.00	$168,160.00	$77.00	$161,854.00	$72.00	$151,344.00	$144.00	$302,688.00
	23C	23C	10-inch C900 PVC water main, including all required tees, crosses, bends, adaptors, plugs, and cor-blue bolts - furnish, place, and compact granular Backfill & Class B Bedding including all required a	LF	10	$200.00	$2,000.00	$160.00	$1,600.00	$120.00	$1,200.00	$165.00	$1,650.00
	24C	24C	12-inch C900 PVC water main, including all required tees, crosses, bends, adaptors, plugs, and cor-blue bolts - furnish, place, and compact granular Backfill & Class B Bedding including all required a	LF	622	$93.00	$57,846.00	$82.00	$51,004.00	$75.00	$46,650.00	$145.00	$90,190.00
	25C	25C	Connect new 8" water main to existing 6" water main	EA	4	$3,500.00	$14,000.00	$1,590.00	$6,360.00	$2,500.00	$10,000.00	$8,200.00	$32,800.00
	26C	26C	Connect new 8" water main to existing 8" water main	EA	1	$3,000.00	$3,000.00	$1,590.00	$1,590.00	$2,600.00	$2,600.00	$8,200.00	$8,200.00
	27C	27C	Connect new 10" water main to existing 10" water main	EA	2	$3,500.00	$7,000.00	$1,590.00	$3,180.00	$2,800.00	$5,600.00	$8,200.00	$16,400.00
	28C	28C	Connect new 12" water main to existing 12" water main	EA	3	$4,000.00	$12,000.00	$1,590.00	$4,770.00	$3,000.00	$9,000.00	$8,200.00	$24,600.00
	29C	29C	6-inch dia. C900 PVC hydrant lead - Gravel Backfill & Class B Bedding including all required appurtenances	LF	56	$120.00	$6,720.00	$101.00	$5,656.00	$90.00	$5,040.00	$165.00	$9,240.00
	31C	31C	Install 6" gate valve and valve box	EA	4	$600.00	$2,400.00	$150.00	$600.00	$250.00	$1,000.00	$300.00	$1,200.00
	32C	32C	Install 8" gate valve and valve box	EA	15	$700.00	$10,500.00	$150.00	$2,250.00	$300.00	$4,500.00	$400.00	$6,000.00

	33C	33C	Install 10" gate valve and valve box	EA	2	$800.00	$1,600.00	$200.00	$400.00	$400.00	$800.00	$400.00	$800.00
	34C	34C	Install 12" gate valve and valve box	EA	5	$1,000.00	$5,000.00	$250.00	$1,250.00	$625.00	$3,125.00	$400.00	$2,000.00
	35C	35C	Remove existing hydrant & appurtenances	EA	3	$800.00	$2,400.00	$560.00	$1,680.00	$500.00	$1,500.00	$500.00	$1,500.00
	36C	36C	Furnish and install new hydrant - Gravel Backfill & Class B Bedding including all required appurtenances	EA	3	$1,750.00	$5,250.00	$1,000.00	$3,000.00	$1,000.00	$3,000.00	$700.00	$2,100.00
	37C	37C	Remove and Replace existing hydrant. Furnish and install Gravel Backfill & Class B Bedding including all required appurtenances	EA	1	$4,000.00	$4,000.00	$1,560.00	$1,560.00	$1,600.00	$1,600.00	$7,500.00	$7,500.00
	38C	38C	1-inch corporations, including tap, unions, connection of existing water service to new watermain, removal of existing water service- Gravel Backfill & Class B Bedding including all required appurtena	EA	30	$350.00	$10,500.00	$265.00	$7,950.00	$200.00	$6,000.00	$350.00	$10,500.00
	39C	39C	1-inch Type K copper water service - Gravel Backfill & Class B Bedding including all required appurtenances	LF	939	$75.00	$70,425.00	$90.00	$84,510.00	$63.00	$59,157.00	$150.00	$140,850.00
Street Program: Base Bid D: Sanitary Sewer Laterals							**$102,058.00**		**$150,680.80**		**$127,277.94**		**$234,356.00**
	1D	1D	Removing Concrete Sidewalk	SY	128	$10.00	$1,280.00	$5.60	$716.80	$9.00	$1,152.00	$6.50	$832.00
	2D	2D	Base Aggregate Dense 3/4-Inch	TON	38	$20.00	$760.00	$22.50	$855.00	$17.27	$656.26	$30.00	$1,140.00
	3D	3D	Concrete Sidewalk 4-Inch	SF	1008	$7.00	$7,056.00	$5.80	$5,846.40	$7.20	$7,257.60	$6.50	$6,552.00
	4D	4D	Concrete Sidewalk 6-Inch	SF	144	$8.00	$1,152.00	$6.40	$921.60	$6.82	$982.08	$7.00	$1,008.00
	5D	5D	Adjusting Sanitary Manholes	EA	8	$250.00	$2,000.00	$500.00	$4,000.00	$400.00	$3,200.00	$750.00	$6,000.00
	6D	6D	Install 4" PVC Lateral, including all wyes and appurtenances, furnish, place, and compact granular backfill & Class B Bedding, including connection to existing sanitary laterals	LF	773	$70.00	$54,110.00	$135.00	$104,355.00	$110.00	$85,030.00	$163.00	$125,999.00
	7D	7D	Televise Sanitary Sewer Lateral Before and After Sanitary Sewer Lateral Replacement	EA	32	$300.00	$9,600.00	$338.00	$10,816.00	$200.00	$6,400.00	$350.00	$11,200.00
	8D	8D	Emmet Street Sanitary Sewer Spot Repair - 01	LS	1	$4,000.00	$4,000.00	$2,685.00	$2,685.00	$4,800.00	$4,800.00	$13,500.00	$13,500.00
	9D	9D	Emmet Street Sanitary Sewer Spot Repair - 02	LS	1	$4,000.00	$4,000.00	$2,685.00	$2,685.00	$5,100.00	$5,100.00	$13,600.00	$13,600.00
	10D	10D	E Water Street Sanitary Sewer Spot Repair - 01	LS	1	$8,500.00	$8,500.00	$13,000.00	$13,000.00	$8,800.00	$8,800.00	$13,800.00	$13,800.00

	11D	11D	E Main Street Sanitary Sewer Spot Repair - 01	LS	1	$2,800.00	$2,800.00	$1,600.00	$1,600.00	$1,200.00	$1,200.00	$13,550.00	$13,550.00
	12D	12D	W Spaulding Street Sanitary Sewer Spot Repair - 01	LS	1	$3,800.00	$3,800.00	$1,600.00	$1,600.00	$1,200.00	$1,200.00	$13,650.00	$13,650.00
	13D	13D	Boughton Street Sanitary Sewer Spot Repair - 01	LS	1	$3,000.00	$3,000.00	$1,600.00	$1,600.00	$1,500.00	$1,500.00	$13,525.00	$13,525.00
Base Bid E: Miscellaneous Items & Lateral Connections							**$11,560.00**		**$30,210.00**		**$7,432.00**		**$39,900.00**
	1E	1E	Section 01 21 00 Allowance-Schedule of Allowances - lump sum	LS	1	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
	2E	2E	12" x 4" Wyes	EA	2	$50.00	$100.00	$440.00	$880.00	$1.00	$2.00	$400.00	$800.00
	3E	3E	12" x 6" Wyes	EA	2	$50.00	$100.00	$465.00	$930.00	$1.00	$2.00	$450.00	$900.00
	4E	4E	10" x 4" Wyes	EA	2	$50.00	$100.00	$350.00	$700.00	$1.00	$2.00	$350.00	$700.00
	5E	5E	10" x 6" Wyes	EA	2	$50.00	$100.00	$365.00	$730.00	$1.00	$2.00	$300.00	$600.00
	6E	6E	8" x4" Wyes	EA	2	$150.00	$300.00	$135.00	$270.00	$1.00	$2.00	$250.00	$500.00
	7E	7E	8" x 6" Wyes	EA	2	$150.00	$300.00	$160.00	$320.00	$1.00	$2.00	$250.00	$500.00
	8E	8E	4" PVC SDR 35 Laterals to be used if additional pipe is needed for spot repairs	LF	40	$2.00	$80.00	$102.00	$4,080.00	$5.00	$200.00	$175.00	$7,000.00
	9E	9E	6" PVC SDR 35 Laterals to be used if additional pipe is needed for spot repairs	LF	40	$2.00	$80.00	$106.00	$4,240.00	$7.00	$280.00	$185.00	$7,400.00
	10E	10E	8" PVC SDR 35 to be used if additional pipe is needed for spot repairs	LF	20	$120.00	$2,400.00	$132.00	$2,640.00	$12.00	$240.00	$195.00	$3,900.00
	11E	11E	10" PVC SDR 35 to be used if additional pipe is needed for spot repairs	LF	20	$50.00	$1,000.00	$151.00	$3,020.00	$19.00	$380.00	$200.00	$4,000.00
	12E	12E	12" PVC SDR 35 to be used if additional pipe is needed for spot repairs	LF	20	$50.00	$1,000.00	$174.00	$3,480.00	$27.00	$540.00	$210.00	$4,200.00
	13E	13E	15" PVC SDR 35 to be used if additional pipe is needed for spot repairs	LF	20	$50.00	$1,000.00	$196.00	$3,920.00	$39.00	$780.00	$220.00	$4,400.00
Base Bid F: Miscellaneous Watermain Items							**$14,100.00**		**$34,500.00**		**$28,260.00**		**$55,250.00**
	1F	1F	Section 01 21 00 Allowance-Schedule of Allowances - lump sum	LS	1	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
	2F	2F	Crushed Stone (for unsuitable trench bottom)(in place)	TON	500	$2.00	$1,000.00	$15.00	$7,500.00	$20.00	$10,000.00	$50.00	$25,000.00
	3F	3F	Sheathing & bracing ordered, left in place (spot sheathing)	SF	100	$5.00	$500.00	$100.00	$10,000.00	$10.00	$1,000.00	$80.00	$8,000.00
	4F	4F	Concrete (3,500 psi)(in place)	CY	25	$20.00	$500.00	$200.00	$5,000.00	$170.00	$4,250.00	$250.00	$6,250.00

	5F	5F	Rock excavation (less than 10 CY), machine removal, as specified	CY	10	$200.00	$2,000.00	$100.00	$1,000.00	$300.00	$3,000.00	$500.00	$5,000.00
	6F	6F	Additional fittings for water main not specified on drawings (undistributed quantity)	LB	1000	$0.10	$100.00	$1.00	$1,000.00	$0.01	$10.00	$1.00	$1,000.00
Base Bid G: Alternate Sod Restoration							**$32,310.00**		**$98,655.00**		**$39,596.40**		**$43,140.00**
	1G	1G	Sod Water	MGAL	42	$55.00	$2,310.00	$90.00	$3,780.00	$45.45	$1,908.90	$45.00	$1,890.00
	2G	2G	Sod Lawn	SY	3750	$8.00	$30,000.00	$25.30	$94,875.00	$10.05	$37,687.50	$11.00	$41,250.00
Base Bid H: Alternate Seeding Restoration							**$27,817.50**		**$38,111.90**		**$21,604.17**		**$24,785.00**
	1H	1H	Water	MGAL	42	$55.00	$2,310.00	$32.00	$1,344.00	$45.45	$1,908.90	$45.00	$1,890.00
	2H	2H	Topsoil	SY	3750	$4.50	$16,875.00	$8.00	$30,000.00	$4.55	$17,062.50	$4.00	$15,000.00
	3H	3H	Mulching	SY	3750	$1.50	$5,625.00	$1.60	$6,000.00	$0.51	$1,912.50	$1.50	$5,625.00
	4H	4H	Fertilizer Type B	CWT	2.3	$125.00	$287.50	$53.00	$121.90	$75.75	$174.23	$100.00	$230.00
	5H	5H	Seeding Mixture No. 40	LB	68	$40.00	$2,720.00	$9.50	$646.00	$8.03	$546.04	$30.00	$2,040.00
Street Program Base Bid I: Alternate W. Milwaukee Street Reconstruction							**$119,581.00**		**$105,108.60**		**$111,272.13**		**$119,148.50**
	1I	1I	Removing Concrete Pavement	SY	69	$20.00	$1,380.00	$7.50	$517.50	$3.00	$207.00	$1.00	$69.00
	2I	2I	Removing Asphaltic Surface	SY	1170	$3.00	$3,510.00	$2.00	$2,340.00	$1.50	$1,755.00	$1.00	$1,170.00
	3I	3I	Removing Curb & Gutter	LF	513	$4.00	$2,052.00	$2.60	$1,333.80	$3.00	$1,539.00	$5.00	$2,565.00
	4I	4I	Removing Concrete Sidewalk	SY	241	$4.00	$964.00	$5.20	$1,253.20	$9.00	$2,169.00	$6.50	$1,566.50
	5I	5I	Excavation Common	LS	1	$18,000.00	$18,000.00	$12,000.00	$12,000.00	$10,715.20	$10,715.20	$20,000.00	$20,000.00
	6I	6I	Finishing Roadway (project)	EA	1	$4,500.00	$4,500.00	$1,250.00	$1,250.00	$1,500.00	$1,500.00	$5,000.00	$5,000.00
	7I	7I	Base Aggregate Dense 3/4-Inch	TON	93	$15.00	$1,395.00	$20.00	$1,860.00	$17.27	$1,606.11	$30.00	$2,790.00
	8I	8I	Base Aggregate Dense 1 1/4-Inch	TON	366	$15.00	$5,490.00	$16.50	$6,039.00	$17.27	$6,320.82	$20.00	$7,320.00
	9I	9I	Breaker Run	TON	438	$15.00	$6,570.00	$16.50	$7,227.00	$17.27	$7,564.26	$18.00	$7,884.00
	10I	10I	Concrete Driveway 6-Inch	SY	44	$65.00	$2,860.00	$58.00	$2,552.00	$61.36	$2,699.84	$68.00	$2,992.00
	11I	11I	Tack Coat	GAL	82	$5.00	$410.00	$2.40	$196.80	$3.03	$248.46	$2.50	$205.00
	12I	12I	HMA Pavement 3 LT 58-28 S	TON	202	$88.00	$17,776.00	$85.80	$17,331.60	$81.00	$16,362.00	$82.00	$16,564.00
	13I	13I	HMA Pavement 4 LT 58-28 S	TON	135	$102.00	$13,770.00	$88.90	$12,001.50	$95.95	$12,953.25	$85.00	$11,475.00
	14I	14I	Asphaltic Surface Driveways	TON	5	$225.00	$1,125.00	$368.50	$1,842.50	$196.95	$984.75	$350.00	$1,750.00
	15I	15I	Concrete Curb & Gutter 30-Inch Sloped	LF	513	$17.00	$8,721.00	$16.40	$8,413.20	$17.20	$8,823.60	$20.00	$10,260.00
	16I	16I	Concrete Curb Pedestrian	LF	15	$35.00	$525.00	$30.10	$451.50	$50.00	$750.00	$40.00	$600.00
	17I	17I	Concrete Sidewalk 4-Inch	SF	435	$7.00	$3,045.00	$5.80	$2,523.00	$7.20	$3,132.00	$6.50	$2,827.50
	18I	18I	Concrete Sidewalk 5-Inch	SF	1163	$7.50	$8,722.50	$6.10	$7,094.30	$6.41	$7,454.83	$7.00	$8,141.00
	19I	19I	Concrete Sidewalk 6-Inch	SF	573	$8.00	$4,584.00	$6.40	$3,667.20	$6.82	$3,907.86	$7.50	$4,297.50
	20I	20I	Mobilization, Bonds, & Insurance	LS	1	$7,500.00	$7,500.00	$3,700.00	$3,700.00	$13,418.80	$13,418.80	$3,450.00	$3,450.00
	21I	21I	Traffic Control (W. Milwaukee Street)	LS	1	$2,500.00	$2,500.00	$2,900.00	$2,900.00	$2,750.00	$2,750.00	$4,000.00	$4,000.00
	22I	22I	Sod Water	MGAL	20	$55.00	$1,100.00	$125.00	$2,500.00	$45.45	$909.00	$45.00	$900.00

	23I	23I	Sod Lawn	SY	147	$12.00	$1,764.00	$28.00	$4,116.00	$10.05	$1,477.35	$15.00	$2,205.00
	24I	24I	Sawing Asphalt	LF	471	$2.50	$1,177.50	$3.50	$1,648.50	$4.00	$1,884.00	$2.00	$942.00
	25I	25I	Sawing Concrete	LF	35	$4.00	$140.00	$10.00	$350.00	$4.00	$140.00	$5.00	$175.00
Street Program: Base Bid J: Alternate W. Milwaukee Street Storm Sewer							**$34,070.00**		**$39,609.00**		**$34,125.32**		**$59,555.00**
	1J	1J	Removing Manholes	EA	1	$500.00	$500.00	$560.00	$560.00	$500.00	$500.00	$700.00	$700.00
	2J	2J	Removing Inlets	EA	1	$500.00	$500.00	$300.00	$300.00	$300.00	$300.00	$750.00	$750.00
	3J	3J	Storm Sewer Pipe Reinforced Concrete Class V 12-Inch	LF	138	$65.00	$8,970.00	$95.00	$13,110.00	$67.05	$9,252.90	$125.00	$17,250.00
	4J	4J	Catch Basins 2x3-FT	EA	3	$2,200.00	$6,600.00	$2,110.00	$6,330.00	$2,119.36	$6,358.08	$2,850.00	$8,550.00
	5J	5J	Manholes 4-FT Diameter	EA	1	$2,500.00	$2,500.00	$3,215.00	$3,215.00	$2,286.00	$2,286.00	$2,875.00	$2,875.00
	6J	6J	Adjusting Catch Basin Covers	EA	3	$100.00	$300.00	$500.00	$1,500.00	$200.00	$600.00	$750.00	$2,250.00
	7J	7J	Adjusting Manhole Covers	EA	3	$300.00	$900.00	$500.00	$1,500.00	$200.00	$600.00	$750.00	$2,250.00
	8J	8J	Sump Pump Drain Line Cleanout 6-Inch PVC, including Riser and Cap	EA	2	$650.00	$1,300.00	$425.00	$850.00	$396.75	$793.50	$900.00	$1,800.00
	9J	9J	Sump Pump Drain Line 6-Inch PVC	LF	196	$50.00	$9,800.00	$49.00	$9,604.00	$56.79	$11,130.84	$105.00	$20,580.00
	10J	10J	Pipe Underdrain 6-Inch Perforated HDPE	LF	30	$40.00	$1,200.00	$44.00	$1,320.00	$42.46	$1,273.80	$35.00	$1,050.00
	11J	11J	Inlet Protection Type D	EA	12	$125.00	$1,500.00	$110.00	$1,320.00	$85.85	$1,030.20	$125.00	$1,500.00
Street Program: Base Bid K: Alternate W. Milwaukee Street Water Main and Services							**$60,487.50**		**$59,890.52**		**$47,430.05**		**$128,562.00**
	1K	1K	Removing Asphaltic Surface	SY	31.4	$20.00	$628.00	$10.00	$314.00	$1.50	$47.10	$5.00	$157.00
	2K	2K	Removing Concrete Sidewalk	SY	5.6	$20.00	$112.00	$46.70	$261.52	$9.00	$50.40	$10.00	$56.00
	3K	3K	Base Aggregate Dense 3/4-Inch	TON	9	$25.00	$225.00	$30.70	$276.30	$17.27	$155.43	$30.00	$270.00
	4K	4K	Base Aggregate Dense 1 1/4-Inch	TON	9	$25.00	$225.00	$27.10	$243.90	$17.27	$155.43	$20.00	$180.00
	5K	5K	Breaker Run	TON	11	$25.00	$275.00	$24.40	$268.40	$17.27	$189.97	$18.00	$198.00
	6K	6K	Concrete Driveway 6-Inch	SY	24.5	$65.00	$1,592.50	$58.00	$1,421.00	$61.36	$1,503.32	$68.00	$1,666.00
	7K	7K	Tack Coat	GAL	2	$100.00	$200.00	$2.40	$4.80	$3.03	$6.06	$2.50	$5.00
	8K	8K	HMA Pavement 3 LT 58-28 S	TON	6	$325.00	$1,950.00	$316.70	$1,900.20	$297.95	$1,787.70	$350.00	$2,100.00
	9K	9K	HMA Pavement 4 LT 58-28 S	TON	4	$450.00	$1,800.00	$427.60	$1,710.40	$420.16	$1,680.64	$425.00	$1,700.00
	10K	10K	Concrete Sidewalk 4-Inch	SF	50	$7.00	$350.00	$5.80	$290.00	$7.20	$360.00	$10.00	$500.00
	11K	11K	Adjusting Valve Boxes	EA	2	$200.00	$400.00	$100.00	$200.00	$300.00	$600.00	$400.00	$800.00
	12K	12K	Abandon water mains (includes cutting & capping, curb box removals, & valve box removals as required)	LS	1	$2,500.00	$2,500.00	$500.00	$500.00	$1,000.00	$1,000.00	$7,500.00	$7,500.00

	13K	13K	8-inch C900 PVC water main, including all required tees, crosses, bends, adaptors, plugs, and cor-blue bolts - furnish, place, and compact granular Backfill & Class B Bedding including all required ap	LF	264	$95.00	$25,080.00	$100.00	$26,400.00	$72.00	$19,008.00	$175.00	$46,200.00
	14K	14K	Connect new 8" water main to existing 6" water main	EA	1	$3,000.00	$3,000.00	$1,100.00	$1,100.00	$2,500.00	$2,500.00	$13,500.00	$13,500.00
	15K	15K	Connect new 8" water main to existing 8" water main	EA	1	$3,000.00	$3,000.00	$1,100.00	$1,100.00	$2,600.00	$2,600.00	$14,000.00	$14,000.00
	16K	16K	Install 8" gate valve and valve box	EA	2	$650.00	$1,300.00	$55.00	$110.00	$300.00	$600.00	$500.00	$1,000.00
	17K	17K	1-inch corporations, including tap, unions, connection of existing water service to new watermain, removal of existing water service- Gravel Backfill & Class B Bedding including all required appurtena	EA	6	$200.00	$1,200.00	$265.00	$1,590.00	$200.00	$1,200.00	$350.00	$2,100.00
	18K	18K	1-inch Type K copper water service - Gravel Backfill & Class B Bedding including all required appurtenances	LF	222	$75.00	$16,650.00	$100.00	$22,200.00	$63.00	$13,986.00	$165.00	$36,630.00
Street Program: Base Bid L: Alternate W. Milwaukee Street Sanitary Sewer Laterals							**$10,440.00**		**$21,468.00**		**$17,040.00**		**$25,860.00**
	1L	1L	Install 4" PVC Lateral, including all wyes and appurtenances, furnish, place, and compact granular backfill & Class B Bedding, including connection to existing sanitary laterals	LF	144	$60.00	$8,640.00	$135.00	$19,440.00	$110.00	$15,840.00	$165.00	$23,760.00
	2L	2L	Televise Sanitary Sewer Lateral Before and After Sanitary Sewer Lateral Replacement	EA	6	$300.00	$1,800.00	$338.00	$2,028.00	$200.00	$1,200.00	$350.00	$2,100.00
Street Program: Base Bid M: Alternate Lead Service Replacement							**$605,795.00**		**$556,799.00**		**$604,105.85**		**$773,355.00**
	1M	1M	Locate Existing Sanitary Sewer Lateral Prior to Construction	EA	102	$150.00	$15,300.00	$132.00	$13,464.00	$250.00	$25,500.00	$150.00	$15,300.00
	2M	2M	Televise Existing Sanitary Sewer Lateral Before and After Water Service Installation	EA	102	$300.00	$30,600.00	$132.00	$13,464.00	$350.00	$35,700.00	$350.00	$35,700.00
	3M	3M	1-INCH PRIVATE Water Service - Trenchless Installation (est. 80%)	LF	2655	$68.00	$180,540.00	$12.70	$33,718.50	$5.00	$13,275.00	$20.00	$53,100.00

	4M	4M	1-INCH PRIVATE Water Service - Open Cut Installation (est. 20%)	LF	670	$74.00	$49,580.00	$79.20	$53,064.00	$10.00	$6,700.00	$25.00	$16,750.00
	5M	5M	Connect New Private Water Service to Existing Private Water Service or Existing Curb Stop	EA	102	$900.00	$91,800.00	$528.00	$53,856.00	$2,100.00	$214,200.00	$5,000.00	$510,000.00
	6M	6M	Connect to Existing PRIVATE Water Service in Building Interior (each meter connection)	EA	102	$1,300.00	$132,600.00	$3,078.00	$313,956.00	$2,100.00	$214,200.00	$500.00	$51,000.00
	7M	7M	Additional PRIVATE Interior Water Service Piping	LF	350	$50.00	$17,500.00	$25.00	$8,750.00	$20.00	$7,000.00	$15.00	$5,250.00
	8M	8M	5-INCH Sidewalk Removal and Replacement	SF	3400	$10.00	$34,000.00	$7.40	$25,160.00	$8.20	$27,880.00	$12.00	$40,800.00
	9M	9M	6-INCH Sidewalk/Driveway Apron Removal and Replacement	SF	1700	$11.00	$18,700.00	$7.70	$13,090.00	$7.41	$12,597.00	$13.00	$22,100.00
	10M	10M	6-INCH Gravel Driveway Restoration	SF	1700	$2.00	$3,400.00	$1.30	$2,210.00	$7.82	$13,294.00	$5.00	$8,500.00
	11M	11M	2-1/2-INCH Asphalt Pavement Restoration	SY	35	$90.00	$3,150.00	$54.90	$1,921.50	$71.71	$2,509.85	$53.00	$1,855.00
	12M	12M	Concrete Steps Removal and Replacement	SF	175	$75.00	$13,125.00	$59.40	$10,395.00	$80.00	$14,000.00	$50.00	$8,750.00
	13M	13M	Concrete Retaining Wall Removal and Replacement	VSF	175	$80.00	$14,000.00	$50.00	$8,750.00	$30.00	$5,250.00	$10.00	$1,750.00
	14M	14M	Private Tree and Stump Removal - 1-INCH to 10-INCH DIA at Breast Height	EA	10	$150.00	$1,500.00	$500.00	$5,000.00	$1,200.00	$12,000.00	$250.00	$2,500.00
Street Program Base Bid N: Alternate Edgewater Court Curb & Gutter Replacement							**$17,181.00**		**$15,083.19**		**$11,638.05**		**$12,330.90**
	1N	1N	Removing Concrete Pavement	SY	6.3	$100.00	$630.00	$110.00	$693.00	$6.00	$37.80	$10.00	$63.00
	2N	2N	Removing Asphaltic Surface	SY	86	$8.00	$688.00	$7.00	$602.00	$3.00	$258.00	$10.00	$860.00
	3N	3N	Removing Curb & Gutter	LF	117	$10.00	$1,170.00	$6.00	$702.00	$5.00	$585.00	$10.00	$1,170.00
	4N	4N	Base Aggregate Dense 3/4-Inch	TON	5	$30.00	$150.00	$80.00	$400.00	$17.27	$86.35	$30.00	$150.00
	5N	5N	Concrete Driveway 6-Inch	SY	6.3	$100.00	$630.00	$90.30	$568.89	$75.00	$472.50	$68.00	$428.40
	6N	6N	Tack Coat	GAL	6	$50.00	$300.00	$2.40	$14.40	$3.03	$18.18	$2.50	$15.00
	7N	7N	HMA Pavement 3 LT 58-28 S	TON	11	$225.00	$2,475.00	$197.20	$2,169.20	$195.94	$2,155.34	$200.00	$2,200.00
	8N	8N	HMA Pavement 4 LT 58-28 S	TON	9	$245.00	$2,205.00	$232.30	$2,090.70	$230.28	$2,072.52	$230.00	$2,070.00
	9N	9N	Concrete Curb & Gutter 30-Inch Sloped	LF	117	$60.00	$7,020.00	$48.00	$5,616.00	$44.00	$5,148.00	$40.00	$4,680.00
	10N	10N	Topsoil	SY	33	$6.00	$198.00	$30.00	$990.00	$4.55	$150.15	$5.00	$165.00
	11N	11N	Mulching	SY	33	$15.00	$495.00	$19.00	$627.00	$0.55	$18.15	$1.50	$49.50
	12N	12N	Seeding Mixture No. 40	LB	2	$300.00	$600.00	$40.00	$80.00	$8.03	$16.06	$30.00	$60.00
	13N	13N	Sawing Asphalt	LF	100	$5.00	$500.00	$3.50	$350.00	$5.00	$500.00	$3.00	$300.00
	14N	14N	Sawing Concrete	LF	24	$5.00	$120.00	$7.50	$180.00	$5.00	$120.00	$5.00	$120.00
Base Bid Total:							**$2,426,971.05**		**$2,453,081.41**		**$2,534,706.20**		**$3,398,690.00**

DRAFT RESOLUTION TO AWARD
2023 ANNUAL STREET AND UTILITY RECONSTRUCTION
CONTRACT #4-23

SPONSOR: ALDERPERSON WETZEL
FROM: PUBLIC WORKS COMMISSION

WHEREAS, the following four sealed bids were received for the 2023 Annual Street and Utility Reconstruction Contract; and

Contractor	Base Bids A, B, C, D, E, F, H, I, J, K, L, M & N TOTAL AMOUNT:
Dorner Inc.	$2,354,426.41
Forest Landscaping & Construction,	$2,394,661.05
Ptaschinski Const, Inc	$2,495,109.80
MJ Construction, Inc.	$3,355,550.00

WHEREAS, Dorner, Inc. was the lowest responsive & responsible bidder and accepting the bid received from Dorner, Inc. appears to be in the best interest of the City; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF WATERTOWN, WISCONSIN: that the proper City Officials be and are hereby authorized to approve 2023 Annual Street and Utility Reconstruction Project #04-23 for a combined total of $2,354,426.41.

The funding accounts to charge said money be taken from the Annual Street Reserve Account #05-58-11-69, Water Utility Capital Outlay Account #03-99-99-99, Storm Water Utility Capital Outlay Account 16-58-16-60, and Wastewater Utility Sewer Rehabilitation Account #02-97-30-11.

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

ADOPTED March 7, 2023

_____

CITY CLERK

APPROVED March 7, 2023

_____

MAYOR

(March 7, 2023) Exhibit #xxxx

THE CITY OF WATERTOWN

ENGINEERING DIVISION

Jaynellen J. Holloway, P.E.
920.262.4050

Andrew Beyer, P.E.
920.262.4052

Maureen McBroom, ENV SP
920-206-4264

Ritchi
920.262.4034

Christopher Newberry
920-390-3164

Administrative Assistant
Wanda Fredrick 920.262.4060

MEMO

TO: Chairperson Wetzel and Commission Members

FROM: Jaynellen J. Holloway, P.E.

DATE: February 23, 2023

RE: Public Works Commission Meeting of February 28, 2023

Review and take possible action: Award 2023 Storm Sewer Cleaning & Televising Project Contract #5-23 All Bid Items to Green Bay Pipe & TV, LLC for $192,062.25

Background

The Engineering Division publicly opened bids for the 2023 Storm Sewer Cleaning & Televising Project contract on February 21, 2023. Two bids were received. The Engineering Division is recommending awarding the following contract to Green Bay Pipe & TV, LLC:

Combined Base Bid Totals: $192,062.25

Total cost to perform the proposed work is $192,062.25 from funding account Storm Water Utility MS4 Maintenance #16-58-16-43.

Attached is the bid tab and draft resolution. Work being awarded is within budget.

Enclosed:

- Bid Tab
- Draft Resolution

THE CITY OF WATERTOWN

#5-23 Storm Sewer Cleaning & Televising (#8371665)
Owner: City of Watertown
Solicitor: City of Watertown, WI
02/21/2023 10:00 AM CST

						Green Bay Pipe & TV, LLC		Northern Pipe, Inc.	
Section Title	**Line Item**	**Item Code**	**Item Description**	**UofM**	**Quantity**	**Unit Price**	**Extension**	**Unit Price**	**Extension**
Base Bid A: 2023 Stormwater Cleaning and Televising							**$174,546.25**		**$184,332.65**
	1A	1A	Clean Manholes	EA	140	$65.00	$9,100.00	$75.00	$10,500.00
	2A	2A	Clean Inlets	EA	64	$75.00	$4,800.00	$65.00	$4,160.00
	3A	3A	Clean Catch Basins	EA	225	$95.00	$21,375.00	$65.00	$14,625.00
	4A	4A	Clean Endwalls	EA	14	$500.00	$7,000.00	$150.00	$2,100.00
	5A	5A	Clean & Televise 8-Inch PVC	LF	112	$1.20	$134.40	$3.24	$362.88
	6A	6A	Clean & Televise, 10-Inch PVC	LF	479	$1.20	$574.80	$3.24	$1,551.96
	7A	7A	Clean & Televise, 12-Inch PVC	LF	68	$1.25	$85.00	$3.24	$220.32
	.	8A	Clean & Televise, 15-Inch PVC	LF	283	$1.25	$353.75	$3.24	$916.92
	9A	9A	Clean & Televise, 8-Inch Vitrified Clay	LF	31	$1.30	$40.30	$3.24	$100.44
	10A	10A	Clean & Televise, 10-Inch RCP	LF	218	$1.30	$283.40	$3.24	$706.32
	11A	11A	Clean & Televise, 12-Inch RCP	LF	44940	$1.30	$58,422.00	$1.39	$62,466.60
	12A	12A	Clean & Televise, 15-Inch RCP	LF	11550	$1.30	$15,015.00	$1.44	$16,632.00
	13A	13A	Clean & Televise, 18-Inch RCP	LF	7642	$1.35	$10,316.70	$1.44	$11,004.48
	14A	14A	Clean & Televise, 21-Inch RCP	LF	3625	$1.35	$4,893.75	$1.44	$5,220.00
	15A	15A	Clean & Televise, 24-Inch RCP	LF	19938	$1.40	$27,913.20	$1.44	$28,710.72
	16A	16A	Clean & Televise, 30-Inch RCP	LF	30	$1.40	$42.00	$1.74	$52.20
	17A	17A	Clean & Televise, 36-Inch RCP	LF	5973	$1.45	$8,660.85	$1.74	$10,393.02
	18A	18A	Clean & Televise, 42-Inch RCP	LF	786	$1.50	$1,179.00	$1.89	$1,485.54
	19A	19A	Clean & Televise, 48-Inch RCP	LF	1949	$1.50	$2,923.50	$2.25	$4,385.25
	20A	20A	Clean & Televise, 38x57-Inch ARCH CMP	LF	294	$1.65	$485.10	$11.75	$3,454.50
	21A	21A	Clean & Televise, 34x53-Inch HERCP	LF	46	$1.75	$80.50	$9.75	$448.50
	22A	22A	Clean & Televise, 48x76-Inch HERCP	LF	496	$1.75	$868.00	$9.75	$4,836.00
Base Bid B: 2023 Storm Pipe Deep Cleaning							**$1,925.00**		**$1,562.50**
	1B	1B	Deep Clean, 18-Inch Pipe	LF	50	$4.00	$200.00	.	$100.00
	2B	2B	Deep Clean, 21-Inch Pipe	LF	50	$4.00	$200.00	$2.25	$112.50
	3B	3B	Deep Clean, 24-Inch Pipe	LF	50	$5.00	$250.00	$2.50	$125.00
	4B	4B	Deep Clean, 30-Inch Pipe	LF	50	$5.00	$250.00	$2.75	$137.50
	5B	5B	Deep Clean, 42-Inch Pipe	LF	50	$6.00	$300.00	$3.75	$187.50
	6B	6B	Deep Clean, 48-Inch Pipe	LF	50	$6.50	$325.00	$4.75	$237.50
	7B	7B	Deep Clean, Arch CMP and HERCP	LF	50	$8.00	$400.00	$13.25	$662.50
Base Bid C: Add Alternate Large Diameter Pipe							**$15,591.00**		**$7,982.70**
	1C	1C	Clean & Televise, 60x72-Inch Box Culvert	LF	454	$4.25	$1,929.50	$2.95	$1,339.30
	2C	2C	Clean & Televise, 60-Inch RCP Neenah St to Franklin St	LF	154	$4.25	$654.50	$2.95	$454.30
	3C	3C	Clean & Televise, 60-Inch RCP, Franklin St to Dakota St	LF	250	$4.25	$1,062.50	$2.95	$737.50
	4C	4C	Clean & Televise, 60-Inch RCP, Dakota St to S Third St	LF	630	$4.75	$2,992.50	$2.95	$1,858.50
	5C	5C	Clean & Televise, 60-Inch RCP, S Third St to Clark St	LF	954	$8.00	$7,632.00	$2.95	$2,814.30
	6C	6C	Clean & Televise, 60-Inch RCP, Clark St MH 809-301 to Endwall	LF	264	$5.00	$1,320.00	$2.95	$778.80
Base Bid Total:							**$192,062.25**		**$193,877.85**

DRAFT RESOLUTION TO AWARD
2023 STORM SEWER CLEANING AND TELEVISING CONTRACT #5-23

SPONSOR: ALDERPERSON WETZEL
FROM: PUBLIC WORKS COMMISSION

WHEREAS, the following sealed bids were received for the 2023 Storm Sewer Cleaning and Televising Project Contract; and,

CONTRACTOR	BASE BID A: 2023 STORM. CLEAN & TV	BASE BID B: 2023 STORM PIPE DEEP	BASE BID C: ADD ALT. LG. DIA. PIPE	BASE BID TOTALS
Green Bay Pipe & TV, LLC, Green Bay, WI	$174,546.25	$1,925.00	$15,591.00	$192,062.25
Northern Pipe, Inc., Green Bay, WI	$184,332.65	$1,562.50	$7,982.70	$193,877.85

WHEREAS, Green Bay Pipe & TV, LLC was the lowest responsive & responsible bidder and accepting the bid received appears to be in the best interest of the City; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF WATERTOWN, WISCONSIN: that the proper City Officials be and are hereby authorized to approve 2023 Storm Sewer Cleaning and Televising Project Contract #5-23 for a combined Base Bid total of $192,062.25.

The funding accounts to charge said money be taken from the Storm Water Utility MS4 Maintenance Account #16-58-16-43 for $192,062.25.

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

ADOPTED March 7, 2023

_____

CITY CLERK

APPROVED March 7, 2023

_____

MAYOR

(March 7, 2023) Exhibit #

THE CITY OF WATERTOWN

ENGINEERING DIVISION

Jaynellen J. Holloway, P.E.
920.262.4050

Andrew Beyer, P.E.
920.262.4052

Maureen McBroom, ENV SP
920-206-4264

Ritchie
920.262.4034

Christopher Newberry
920-390-3164

Administrative Assistant
Wanda Fredrick 920.262.4060

MEMO

TO: Chairperson Wetzel and Commission Members

FROM: Jaynellen J. Holloway, P.E.

DATE: February 23, 2023

RE: Public Works Commission Meeting of February 28, 2023

Review and take possible action: Award Bituminous Surfacing Contract #6-23 All Bid Items to Payne & Dolan, Inc. for $293,088.40

Background

The Engineering Division publicly opened bids for the 2023 Bituminous Surfacing contract on February 21, 2023. Three bids were received. The Engineering Division is recommending awarding the following contract to Payne & Dolan, Inc.:

All Bid Items: $293,088.00

Total cost to perform the proposed work is $293,088.00 from funding accounts Stormwater Utility Street Repairs account #16-58-16-39; Water Utility funding account #03-99-99-99; and Wastewater funding account #02-97-30-11; and the Annual Street Reserve account #05-58-11-69.

Attached is the bid tab and draft resolution. Work being awarded is within budget.

Enclosed:

- Bid Tab
- Draft Resolution

#6-23 Bituminous Surfacing (#8375339)
Owner: City of Watertown
Solicitor: City of Watertown, WI
02/21/2023 10:00 AM CST

						Payne & Dolan, Inc.		Wolf Paving		Kartechner Brothers LLC	
Section Title	**Line Item**	**Item Code**	**Item Description**	**UofM**	**Quantity**	**Unit Price**	**Extension**	**Unit Price**	**Extension**	**Unit Price**	**Extension**
Street Program Base Bid A: Asphaltic Street Overlay-Lafayette Street							**$24,447.50**		**$21,972.75**		**$22,694.00**
	1A	1A	Removing Asphaltic Surface - Butt Joint	SY	62	$47.00	$2,914.00	$73.00	$4,526.00	$21.15	$1,311.30
	2A	2A	Remove & Replace Concrete Driveway Apron	SY	14.7	$235.00	$3,454.50	$225.00	$3,307.50	$295.00	$4,336.50
	3A	3A	Remove & Replace Curb and Gutter	LF	20	$105.00	$2,100.00	$100.00	$2,000.00	$207.75	$4,155.00
	4A	4A	Base Aggregate Dense 3/4-Inch	TON	3	$850.00	$2,550.00	$400.00	$1,200.00	$59.50	$178.50
	5A	5A	Sawing Asphalt	LF	28	$11.00	$308.00	$2.25	$63.00	$3.40	$95.20
	6A	6A	Sawing Concrete	LF	45	$8.50	$382.50	$2.25	$101.25	$4.25	$191.25
	7A	7A	HMA Pavement 4 LT 58-28 S	TON	95	$133.00	$12,635.00	$112.00	$10,640.00	$125.00	$11,875.00
	8A	8A	MS-2 Tack Coat	GAL	45	$2.30	$103.50	$3.00	$135.00	$12.25	$551.25
Street Program Base Bid B: Misc. Pavement Patches							**$152,305.00**		**$174,200.00**		**$171,710.00**
	1B	1B	HMA Pavement 3 LT 58-28 S and 4 LT 58-28 S, 3-Inch	SY	700	$19.90	$13,930.00	$21.00	$14,700.00	$28.05	$19,635.00
	2B	2B	HMA Pavement 3 LT 58-28 S and 4 LT 58-28 S, 4-Inch	SY	4000	$24.00	$96,000.00	$26.00	$104,000.00	$25.10	$100,400.00
	3B	3B	HMA Pavement 3 LT 58-28 S and 4 LT 58-28 S, 5-Inch	SY	1500	$28.25	$42,375.00	$37.00	$55,500.00	$34.45	$51,675.00

Parking Lot Base Bid C: Senior Center Parking Lot							**$57,588.50**		**$54,190.00**		**$74,215.25**
	1C	1C	HMA Pavement 3 LT 58-28 S	TON	345	$91.70	$31,636.50	$86.00	$29,670.00	$110.15	$38,001.75
	2C	2C	HMA Pavement 4 LT 58-28 S	TON	270	$94.50	$25,515.00	$88.00	$23,760.00	$128.60	$34,722.00
	3C	3C	MS-2 Tack Coat	GAL	190	$2.30	$437.00	$4.00	$760.00	$7.85	$1,491.50
Street Program Alternate Bid D: Full Width Mill & Overlay - Boughton Street							**$46,090.50**		**$43,360.00**		**$46,157.00**
	1D	1D	Removing Asphaltic Surface Milling, 2 1/2-Inch	SY	2565	$3.70	$9,490.50	$4.00	$10,260.00	$4.00	$10,260.00
	2D	2D	HMA Pavement 4 LT 58-28 S	TON	370	$97.80	$36,186.00	$88.00	$32,560.00	$93.20	$34,484.00
	3D	3D	MS-2 Tack Coat	GAL	180	$2.30	$414.00	$3.00	$540.00	$7.85	$1,413.00
Alley Program Alternate Bid E: S 5th Street-S 6th Street Alley							**$12,656.90**		**$11,508.00**		**$13,634.00**
	1E	1E	HMA Pavement 3 LT 58-28 S	TON	44	$146.80	$6,459.20	$139.00	$6,116.00	$160.00	$7,040.00
	2E	2E	HMA Pavement 4 LT 58-28 S	TON	35	$175.50	$6,142.50	$152.00	$5,320.00	$180.00	$6,300.00
	3E	3E	MS-2 Tack Coat	GAL	24	$2.30	$55.20	$3.00	$72.00	$12.25	$294.00
Base Bid Total:							**$293,088.40**		**$305,230.75**		**$328,410.25**

DRAFT RESOLUTION TO AWARD
2023 BITUMINOUS SURFACING CONTRACT #6-23

SPONSOR: ALDERPERSON WETZEL
FROM: PUBLIC WORKS COMMISSION

WHEREAS, the following sealed bids were received for the 2023 Bituminous Surfacing Project Contract; and,

CONTRACTOR	ST. PRO. BASE BID A: ASPHALTIC ST. OVERLAY – LAFAYETTE ST.	ST. PRO. BASE BID B: MISC. PAVE. PATCHES	PARKING LOT BASE BID C: SENIOR CENTER PARKING LOT	ST. PRO. ALT. BID D: FULL WIDTH MILL OVERLAY – BOUGHTON ST.	ALLEY PRO. ALT. BID E: S 5TH ST. – S 6TH ST. ALLEY	BASE BIDS & ALTERNATES TOTAL AMOUNT
Payne & Dolan, Inc., Waukesha, WI	$24,447.50	$152,305.00	$57,588.50	$46,090.50	$12,656.90	$293,088.40
Wolf Paving Co., Inc., Oconomowoc, WI	$21,972.75	$174,200.00	$54,190.00	$43,360.00	$11,508.00	$305,230.75
Kartechner Brothers, LLC	$22,694.00	$171,710.00	$74,215.25	$46,157.00	$13,634.00	$238,410.25

WHEREAS, Payne & Dolan, Inc., was the lowest responsive & responsible bidder and accepting the bid received from Payne & Dolan, Inc., appears to be in the best interest of the City of Watertown,

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF WATERTOWN, WISCONSIN: that the proper City Officials be and are hereby authorized to enter into an agreement for the 2023 Bituminous Surfacing Project Contract with Payne & Dolan, Inc., of Waukesha, Wisconsin for $293,088.40. Said money is to be taken out of: Stormwater Utility Street Repairs account #16-58-16-39; Water Utility funding account #03-99-99-99; and Wastewater funding account #02-97-30-11; and the Annual Street Reserve account #05-58-11-69.

DATE:	*YES*	*NO*
DAVIS		
LAMPE		
RUETTEN		
BARTZ		
LICHT		
SMITH		
SCHMID		
WETZEL		
ROMLEIN		
MAYOR MCFARLAND		

ADOPTED March 7, 2023

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CITY CLERK

APPROVED March 7, 2023

_____

MAYOR

(March 7, 2023) Exhibit #

TOTAL		

THE CITY OF WATERTOWN

ENGINEERING DIVISION

Jaynellen J. Holloway, P.E.
920.262.4050

Andrew Beyer, P.E.
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Maureen McBroom, ENV SP
920-206-4264

Ritchi
920.262.4034

Christopher Newberry
920-390-3164

Administrative Assistant
Wanda Fredrick 920.262.4060

MEMO

TO: Chairperson Wetzel and Commission Members

FROM: Jaynellen J. Holloway, P.E.

DATE: February 23, 2023

RE: Public Works Commission Meeting of February 28, 2023

Review and take possible action: Award Utility & Street Reconstruction Project Contract #8-23 All Bid Items to Forest Landscaping & Construction, Inc. for $559,080.00

Background

The Engineering Division publicly opened bids for the 2023 Utility & Street Reconstruction Project contract on February 21, 2023. Seven bids were received. The Engineering Division is recommending awarding all bid items under Contract #8-23 to Forest Landscaping & Construction, Inc.

Total cost to perform the proposed work is $559,080.00 from funding account ARPA Sanitary Sewer account #24-58-11-75 and ARPA Watermain account #24-58-11-77; Water Utility funding account #03-99-99-99; and Wastewater funding account #02-97-30-11.

Attached is the bid tab and draft resolution. Work being awarded is within the approved 2023 budget.

Enclosed:

- Bid Tab
- Draft Resolution

#8-23 Utility and Street Reconstruction (#8382920)
Owner: City of Watertown
Solicitor: Watertown WI, City of
02/21/2023 11:00 AM CST

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Forest Landscaping & Construction, Inc		Rock Road Companies, Inc.		Dorner Inc.		Woleske Construction Company Inc		MJ Construction, Inc.		Fischer Excavating, Inc.		Mid City Corporation	
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Base Bid - Main St Extension part 1 - Sanitary Sewer							**$127,950.00**		**$229,125.13**		**$284,895.00**		**$249,323.00**		**$288,475.00**		**$250,220.00**		**$503,250.00**
	1A	1A	48" Dia. Sanitary Sewer Manhole	VF	39	$600.00	$23,400.00	$561.77	$21,909.03	$600.00	$23,400.00	$677.00	$26,403.00	$350.00	$13,650.00	$480.00	$18,720.00	$750.00	$29,250.00
	2A	2A	10" PVC Sanitary Sewer-Gravel backfill and Class B Bedding including removal and all required appurtenances	LF	20	$120.00	$2,400.00	$153.75	$3,075.00	$306.00	$6,120.00	$250.00	$5,000.00	$405.00	$8,100.00	$225.00	$4,500.00	$1,000.00	$20,000.00
	3A	3A	12" PVC Sanitary Sewer-Gravel backfill and Class B Bedding including removal and all required appurtenances	LF	1135	$90.00	$102,150.00	$179.86	$204,141.10	$225.00	$255,375.00	$192.00	$217,920.00	$235.00	$266,725.00	$200.00	$227,000.00	$400.00	$454,000.00
Base Bid - Main St Extension Part 1 - Watermain							**$113,350.00**		**$148,394.85**		**$122,215.00**		**$156,600.00**		**$167,000.00**		**$183,485.00**		**$282,000.00**
	1B	1B	Install City Supplied 6" gate valve and box	EA	3	$700.00	$2,100.00	$374.10	$1,122.30	$85.00	$255.00	$500.00	$1,500.00	$850.00	$2,550.00	$135.00	$405.00	$250.00	$750.00
	2B	2B	Install City Supplied 12" gate valve and box	EA	4	$1,000.00	$4,000.00	$374.10	$1,496.40	$135.00	$540.00	$1,000.00	$4,000.00	$1,300.00	$5,200.00	$905.00	$3,620.00	$500.00	$2,000.00
	3B	3B	Install City Supplied 12-inch C900 PVC water main, including all required tees, crosses, bends, adaptors, plugs, cor-blue bolts, and connections to existing mains - Gravel Backfill & Class B Bedding i	LF	1150	$85.00	$97,750.00	$120.63	$138,724.50	$100.00	$115,000.00	$124.00	$142,600.00	$135.00	$155,250.00	$150.00	$172,500.00	$225.00	$258,750.00
	4B	4B	Install City Supplied 6-inch C900 PVC hydrant lead, including all required tees, crosses, bends, adaptors, plugs, cor-blue bolts, and connections - Gravel Backfill & Class B Bedding including all requ	LF	20	$100.00	$2,000.00	$95.40	$1,908.00	$156.00	$3,120.00	$200.00	$4,000.00	$125.00	$2,500.00	$78.00	$1,560.00	$500.00	$10,000.00
	5B	5B	Install City Supplied hydrant-Gravel Backfill & Class B Bedding including all required appurtenances	EA	3	$2,500.00	$7,500.00	$1,714.55	$5,143.65	$1,100.00	$3,300.00	$1,500.00	$4,500.00	$500.00	$1,500.00	$1,800.00	$5,400.00	$3,500.00	$10,500.00

Base Bid - Main St Extension Part 1 - Miscellaneous items							**$67,560.00**		**$53,679.05**		**$39,365.00**		**$51,860.00**		**$62,490.00**		**$72,800.00**		**$41,200.00**
	1C	1C	Excavate and install 12" of 3/4" base Aggregate	SF	370	$4.00	$1,480.00	$2.36	$873.20	$1.50	$555.00	$14.00	$5,180.00	$20.00	$7,400.00	$5.00	$1,850.00	$5.00	$1,850.00
	2C	2C	Remove Concrete pavement	SF	370	$4.00	$1,480.00	$1.71	$632.70	$2.00	$740.00	$14.00	$5,180.00	$7.00	$2,590.00	$2.00	$740.00	$5.00	$1,850.00
	3C	3C	Landscaping topsoil, Fertilize, seed, and mulch	SY	2200	$9.00	$19,800.00	$6.29	$13,838.00	$8.10	$17,820.00	$8.00	$17,600.00	$10.00	$22,000.00	$19.00	$41,800.00	$10.00	$22,000.00
	4C	4C	Erosion Control measures, as shown in the plan, Complete	LS	1	$9,000.00	$9,000.00	$1,460.00	$1,460.00	$1,750.00	$1,750.00	$2,400.00	$2,400.00	$1,500.00	$1,500.00	$4,910.00	$4,910.00	$1,500.00	$1,500.00
	5C	5C	Allowances	LS	1	$6,000.00	$6,000.00	$6,000.00	$6,000.00	$6,000.00	$6,000.00	$6,000.00	$6,000.00	$6,000.00	$6,000.00	$6,000.00	$6,000.00	$6,000.00	$6,000.00
	6C	6C	Remove Survey Monument Concrete Base, Marker Posts, and any other associated Appurtenances	LS	1	$800.00	$800.00	$319.88	$319.88	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$750.00	$750.00	$2,500.00	$2,500.00
	7C	7C	Traffic Control	LS	1	$1,500.00	$1,500.00	$9,859.25	$9,859.25	$2,000.00	$2,000.00	$5,000.00	$5,000.00	$15,000.00	$15,000.00	$3,750.00	$3,750.00	$500.00	$500.00
	8C	8C	Mobilization	LS	1	$27,500.00	$27,500.00	$20,696.02	$20,696.02	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$7,500.00	$7,500.00	$13,000.00	$13,000.00	$5,000.00	$5,000.00
Base Bid - Main St Part 2 - Sanitary Sewer							**$149,020.00**		**$141,915.00**		**$202,743.00**		**$203,900.00**		**$246,705.00**		**$358,280.00**		**$285,100.00**
	1D	1D	Sanitary Sewer Manhole Removal	EA	5	$5,500.00	$27,500.00	$1,800.00	$9,000.00	$2,000.00	$10,000.00	$700.00	$3,500.00	$500.00	$2,500.00	$1,300.00	$6,500.00	$500.00	$2,500.00
	2D	2D	48" Dia. Sanitary Sewer Manhole	VF	30	$400.00	$12,000.00	$520.00	$15,600.00	$952.00	$28,560.00	$777.00	$23,310.00	$375.00	$11,250.00	$1,200.00	$36,000.00	$750.00	$22,500.00
	3D	3D	8" PVC Sanitary Sewer-Gravel backfill and Class B Bedding including removal and all required appurtenances	LF	25	$110.00	$2,750.00	$125.00	$3,125.00	$321.00	$8,025.00	$200.00	$5,000.00	$325.00	$8,125.00	$2,500.00	$62,500.00	$350.00	$8,750.00
	4D	4D	12" PVC Sanitary Sewer-Gravel backfill and Class B Bedding including removal and all required appurtenances	LF	48	$100.00	$4,800.00	$125.00	$6,000.00	$326.00	$15,648.00	$444.00	$21,312.00	$285.00	$13,680.00	$435.00	$20,880.00	$400.00	$19,200.00
	5D	5D	14" HDPE sanitary sewer pipe bursting	LF	622	$135.00	$83,970.00	$145.00	$90,190.00	$200.00	$124,400.00	$199.00	$123,778.00	$325.00	$202,150.00	$350.00	$217,700.00	$325.00	$202,150.00
	6D	6D	Reconnect Sanitary Lateral	EA	6	$3,000.00	$18,000.00	$3,000.00	$18,000.00	$2,685.00	$16,110.00	$4,500.00	$27,000.00	$1,500.00	$9,000.00	$2,450.00	$14,700.00	$5,000.00	$30,000.00
Base Bid - Main St Part 2 - Miscellaneous items							**$101,200.00**		**$123,470.17**		**$62,540.00**		**$82,620.00**		**$72,000.00**		**$83,930.00**		**$59,775.00**
	1E	1E	Remove and replace 30" curb and gutter	LF	200	$50.00	$10,000.00	$54.76	$10,952.00	$53.00	$10,600.00	$47.00	$9,400.00	$42.00	$8,400.00	$62.00	$12,400.00	$37.50	$7,500.00
	2E	2E	Remove and replace 9" concrete pavement	SF	1700	$22.00	$37,400.00	$24.75	$42,075.00	$13.00	$22,100.00	$18.00	$30,600.00	$20.00	$34,000.00	$25.00	$42,500.00	$12.15	$20,655.00
	3E	3E	Install 4" HMA per pavement Detail in Plan	SF	1480	$10.00	$14,800.00	$8.64	$12,787.20	$8.00	$11,840.00	$14.00	$20,720.00	$10.00	$14,800.00	$13.50	$19,980.00	$12.75	$18,870.00
	4E	4E	Remove and Replace 6" concrete driveway aprons	SF	100	$15.00	$1,500.00	$20.89	$2,089.00	$20.00	$2,000.00	$14.00	$1,400.00	$18.00	$1,800.00	$18.00	$1,800.00	$10.00	$1,000.00
	5E	5E	Erosion Control measures, as shown in the plan, Complete	LS	1	$1,500.00	$1,500.00	$1,460.00	$1,460.00	$2,000.00	$2,000.00	$3,000.00	$3,000.00	$1,500.00	$1,500.00	$500.00	$500.00	$1,500.00	$1,500.00
	6F	6F	Allowances	LS	1	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00
	7F	7F	Traffic Control	LS	1	$4,500.00	$4,500.00	$6,019.98	$6,019.98	$2,500.00	$2,500.00	$8,000.00	$8,000.00	$5,000.00	$5,000.00	$3,750.00	$3,750.00	$3,750.00	$3,750.00
	8F	8F	Mobilization	LS	1	$30,000.00	$30,000.00	$46,586.99	$46,586.99	$10,000.00	$10,000.00	$8,000.00	$8,000.00	$5,000.00	$5,000.00	$1,500.00	$1,500.00	$5,000.00	$5,000.00
Base Bid Total:							**$559,080.00**		**$696,584.20**		**$711,758.00**		**$744,303.00**		**$836,670.00**		**$948,715.00**		**$1,171,325.00**

DRAFT RESOLUTION TO AWARD
2023 UTILTIY & STREET RECONSTRUCTION CONTRACT #8-23

SPONSOR: ALDERPERSON WETZEL
FROM: PUBLIC WORKS COMMISSION

WHEREAS, the following sealed bids were received for the 2023 Utility & Street Reconstruction Project Contract; and,

Contractor	Base Bid – Main St. Ext. Part 1 – Sanitary Sewer	Base Bid – Main St. Ext. Part 1 – Watermain	Base Bid – Main St. Ext. Part 1 – Misc. Items	Base Bid – Main St. Part 2 – Sanitary Sewer	Base Bid – Main St. Part 2 – Misc. Items	All Base Bids Total
Forest Landscaping & Construction, Inc., Lake Mills, WI	$127,950.00	$113,350.00	$67,560.00	$149,020.00	$101,200.00	$559,080.00
Rock Road Companies, Inc.	$229,125.13	$148,394.85	$53,679.05	$141,915.00	$123,470.17	$696,584.20
Dorner, Inc.	$284,895.00	$122,215.00	$39,365.00	$202,743.00	$62,540.00	$711,758.00
Woleske Construction Co., Inc., Madison, WI	$249,323.00	$156,600.00	$51,860.00	$203,900.00	$82,620.00	$744,303.00
MJ Construction, Inc.	$288,475.00	$167,000.00	$62,490.00	$246,705.00	$72,000.00	$836,670.00
Fischer Excavating, Inc.	$250,220.00	$183,485.00	$72,800.00	$358,280.00	$83,930.00	$948,715.00
Mid City Corporation	$503,250.00	$282,000.00	$41,200.00	$285,100.00	$59,775.00	$1,171,325.00

WHEREAS, Forest Landscaping & Construction, Inc., was the lowest responsive & responsible bidder and accepting the bid received from Forest Landscaping & Construction, Inc. appears to be in the best interest of the City of Watertown,

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF WATERTOWN, WISCONSIN: that the proper City Officials be and are hereby authorized to enter into an agreement for the 2023 Utility and Street Reconstruction Project Contract with Forest Landscaping & Construction, Inc., Lake Mills, Wisconsin for $559,080.00. Said money is to be taken out of: ARPA Sanitary Sewer account #24-58-11-75, ARPA Watermain account #24-58-11-77; Water Utility funding account #03-99-99-99; and Wastewater funding account #02-97-30-11.

(March 7, 2023) Exhibit #

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

ADOPTED March 7, 2023

_____

CITY CLERK

APPROVED March 7, 2023

_____

MAYOR

(March 7, 2023) Exhibit #

THE CITY OF WATERTOWN

ENGINEERING DIVISION

Jaynellen J. Holloway, P.E.
920.262.4050

Andrew Beyer, P.E.
920.262.4052

Maureen McBroom, ENV SP
920-206-4264

Ritchi
920.262.4034

Christopher Newberry
920-390-3164

Administrative Assistant
Wanda Fredrick 920.262.4060

MEMO

TO: Chairperson Wetzel and Commission Members

FROM: Jaynellen J. Holloway, P.E.

DATE: February 23, 2023

RE: Public Works Commission Meeting of February 28, 2023

Review and take possible action: Award 2023 N Fourth Street Watermain Improvements Project Contract Allowances and Base Bid, No Alternates to Forest Landscaping & Construction, Inc. in the amount of $853,260.00

Background

The Water/Wastewater Division publicly opened bids for the 2023 N Fourth Street Watermain Improvements Project contract on February 21, 2023. Three bids were received. The Water/Wastewater Division is recommending awarding the following contract to Forest Landscaping & Construction, Inc.:

Allowances and Base Bid, No Alternates.

Total cost to perform the proposed work is $853,260.00 from funding Water Utility funding account #03-99-99-99.

Attached is the bid tab and draft resolution. Work being awarded is within budget.

Enclosed:

- Bid Tab
- Consultant Review Letter
- Draft Resolution

ITEMIZED BID TABULATION
OWNER: CITY OF WATERTOWN
PROJECT: 2023 FOURTH STREET WATER MAIN IMPROVEMENTS
CONTRACT: 5364-23-01
BID DATE: FEBRUARY 21, 2023 - 10:30 A.M.

Line Item	Item Code	Item Description	Unit	Qty.	FOREST LANDSCAPING Lake Mills, WI		MJ CONSTRUCTION Milwaukee, WI		DORNER, INC. Luxemburg, WI	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Allowances										
1	0000.01	Allowances - Spec Section 01 21 00 Schedule of Allowances, Complete.	LS	1	$4,500.00	$4,500.00	$4,500.00	$4,500.00	$4,500.00	$4,500.00
2	0157.06	Inlet protection, Complete.	EACH	22	$110.00	$2,420.00	$125.00	$2,750.00	$125.00	$2,750.00
3	0157.33	Crushed stone trench stabilization, Complete.	LF	300	$8.00	$2,400.00	$10.00	$3,000.00	$8.80	$2,640.00
4	0241.06	Remove concrete pavement, Complete.	SF	13,600	$2.00	$27,200.00	$3.00	$40,800.00	$1.50	$20,400.00
5	0241.07	Remove concrete curb and gutter, Complete.	LF	710	$4.00	$2,840.00	$20.00	$14,200.00	$5.00	$3,550.00
6	0241.09	Remove concrete sidewalk, Complete.	SF	1,250	$2.00	$2,500.00	$3.00	$3,750.00	$1.00	$1,250.00
7	0241.10	Remove concrete driveway, Complete.	SF	450	$2.00	$900.00	$3.00	$1,350.00	$2.50	$1,125.00
8	0241.22	Abandon water main, 6-inch, Complete	LF	3,000	$3.00	$9,000.00	$5.00	$15,000.00	$1.00	$3,000.00
9	0241.27	Remove water main fire hyrants, Complete.	EACH	8	$750.00	$6,000.00	$500.00	$4,000.00	$550.00	$4,400.00
10	0333.01	Concrete pavement, 7-inch, Complete.	SF	13,600	$13.00	$176,800.00	$11.00	$149,600.00	$11.00	$149,600.00
11	0333.04.1	Concrete curb and gutter, 30-inch, Complete.	LF	710	$50.00	$35,500.00	$80.00	$56,800.00	$47.00	$33,370.00
12	0333.07	Concrete sidewalk, 4-inch, Complete.	SF	1,250	$8.00	$10,000.00	$15.00	$18,750.00	$7.00	$8,750.00
13	0333.12	Concrete driveway, 6-inch, Complete.	SF	450	$8.50	$3,825.00	$10.00	$4,500.00	$7.50	$3,375.00
14	3211.04	Crushed aggregate base course, Gradation No. 3, 6-inch thick, Complete.	SY	1,550	$5.00	$7,750.00	$14.00	$21,700.00	$21.60	$33,480.00
15	3211.05	Breaker run base course, Gradation No. 3, 6-inch thick, Complete.	SY	1,550	$6.50	$10,075.00	$14.00	$21,700.00	$28.80	$44,640.00
16	3212.05	Asphaltic concrete surface pavement, 5 LT 58-28 S, 2-inch thick, driveways, Complete.	SY	10	$225.00	$2,250.00	$165.00	$1,650.00	$370.00	$3,700.00
17	3290.11	Landscaping topsoil, fertilize, seed, and temporary erosion control blanket, Complete.	SY	500	$12.00	$6,000.00	$19.00	$9,500.00	$25.00	$12,500.00
18	3311.01	Water main pipe, PVC C-900, 6-inch, Complete.	LF	80	$120.00	$9,600.00	$125.00	$10,000.00	$193.00	$15,440.00
19	3311.01.1	Water main pipe, PVC C-900, 8-inch, Complete.	LF	3,400	$85.00	$289,000.00	$126.00	$428,400.00	$185.00	$629,000.00
20	3311.03	Water hydrant lead, PVC C-900, 6-inch, Complete.	LF	140	$105.00	$14,700.00	$125.00	$17,500.00	$185.00	$25,900.00
21	3311.20	Water main fire hydrants, Complete.	EACH	8	$1,500.00	$12,000.00	$850.00	$6,800.00	$1,500.00	$12,000.00
22	3311.21	Water main resilient wedge gate valve, 6-inch, Complete.	EACH	8	$600.00	$4,800.00	$875.00	$7,000.00	$150.00	$1,200.00
23	3311.21.1	Water main resilient wedge gate valve, 8-inch, Complete.	EACH	30	$700.00	$21,000.00	$900.00	$27,000.00	$150.00	$4,500.00
24	3311.23	Water service corporation, curb stop and box, 1-inch, Complete.	EACH	2	$200.00	$400.00	$350.00	$700.00	$400.00	$800.00
25	3311.26.3	Water service and water service corporation, copper, WITHOUT curb stop and box, 1-inch, Complete.	EACH	56	$300.00	$16,800.00	$300.00	$16,800.00	$300.00	$16,800.00
26	3311.23.2	Water service corporation, copper, 1.5-inch, Complete.	EACH	2	$1,000.00	$2,000.00	$350.00	$700.00	$300.00	$600.00
27	3311.26	Water service, copper, 1-inch, Complete.	LF	1,600	$75.00	$120,000.00	$126.00	$201,600.00	$125.00	$200,000.00
28	3311.27	Water service, copper, 1.5-inch, Complete.	LF	100	$80.00	$8,000.00	$128.00	$12,800.00	$150.00	$15,000.00
29	3311.30	Temporary water service, Complete.	LS	1	$45,000.00	$45,000.00	$2,100.00	$2,100.00	$5,000.00	$5,000.00
		Total - Base Bid - Bid Items 2 - 29				***$848,760.00***		***$1,100,450.00***		***$1,254,770.00***
Alternate 1										
30	0241.06	Remove concrete pavement, Complete, ***in lieu of Bid Item 4*** .	SF	10,600	$3.00	$31,800.00	$3.00	$31,800.00	$1.50	$15,900.00
31	0241.07	Remove concrete curb and gutter, Complete, ***in lieu of Bid Item 5*** .	LF	500	$4.00	$2,000.00	$20.00	$10,000.00	$5.00	$2,500.00
32	0333.01	Concrete pavement, 7-inch, Complete, ***in lieu of Bid Item 10*** .	SF	10,600	$14.00	$148,400.00	$11.00	$116,600.00	$11.00	$116,600.00
33	0333.04.1	Concrete curb and gutter, 30-inch, Complete, ***in lieu of Bid Item 11*** .	LF	500	$55.00	$27,500.00	$80.00	$40,000.00	$47.00	$23,500.00
34	3211.04	Crushed aggregate base course, Gradation No. 3, 6-inch thick, Complete, ***in lieu of Bid Item 14*** .	SY	1,200	$8.00	$9,600.00	$14.00	$16,800.00	$21.60	$25,920.00
35	3211.05	Breaker run base course, Gradation No. 3, 6-inch thick, Complete, ***in lieu of Bid Item 15*** .	SY	1,200	$9.00	$10,800.00	$14.00	$16,800.00	$28.80	$34,560.00
36	3311.26	Water service, copper, 1-inch, Complete, ***in lieu of Bid Item 27*** .	LF	360	$90.00	$32,400.00	$125.00	$45,000.00	$125.00	$45,000.00
37	3311.26.2	Water service, copper, directionally bored, 1-inch, Complete.	LF	1,200	$115.00	$138,000.00	$123.00	$147,600.00	$125.00	$150,000.00
38	3311.27	Water service, copper, 1.5-inch, Complete, ***in lieu of Bid Item 28*** .	LF	50	$100.00	$5,000.00	$135.00	$6,750.00	$150.00	$7,500.00
39	3311.27.2	Water service, copper, directionally bored, 1.5-inch, Complete.	LF	50	$125.00	$6,250.00	$134.00	$6,700.00	$150.00	$7,500.00
		Total - Alternate 1 - Bid Items 30 - 39				***$411,750.00***		***$438,050.00***		***$428,980.00***
Total Contract 5364-23-01, Bid Items 1-29					**$853,260.00**		**$1,104,950.00**		**$1,259,270.00**	

Robert E. Lee & Associates, Inc.
Engineering | Environmental | Surveying | Ecological

125
Hobart, WI 54155
920-662-9641
releeinc.com

February 23, 2023

Mr. Peter Hartz
CITY OF WATERTOWN
800 Hoffmann Drive
Watertown, WI 53094

RE: City of Watertown
2023 Fourth Street Water Main Improvements
Contract 5364-23-01

Dear Mr. Hartz:

Bids were opened on February 21, 2023, for the 2023 Fourth Street Water Main Improvements project, Contract 5364-23-01.

Bids were received from three (3) contractors, ranging in cost from $853,260.00 to $1,259,270.00 for the base bid. The low bidder was Forest Landscaping, Lake Mills, Wisconsin. A bid tabulation is enclosed detailing the project costs.

We have reviewed the bids that were submitted for accuracy and completeness and there were no informalities found with the base bid. REL considers Forest Landscaping to be a competent contractor for this specified project; therefore, we would recommend that the contract be awarded to Forest Landscaping for the amount of $853,260.00.

Please contact us if you have any further questions or require further information.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.

Ryan H. Trzinski, P.E.
Project Manager

RHT/LAR

ENC.

DRAFT RESOLUTION TO AWARD
2023 N FOURTH STREET WATERMAIN IMPROVEMENTS PROJECT CONTRACT

SPONSOR: ALDERPERSON WETZEL
FROM: PUBLIC WORKS COMMISSION

WHEREAS, the following sealed bids were received for the 2023 N Fourth Street Watermain Improvements Project Contract; and,

Contractor	Allowances	Base Bid Items 2 - 29	Alt. 1	Allowance & Base Bid Items Total (No Alternates)
Forest Landscaping & Construction, Inc., Lake Mills, WI	$4,500.00	$848,760.00	$411,750.00	$853,260.00
MJ Construction, Milwaukee, WI	$4,500.00	$1,100,450.00	$438,050.00	$1,104,950.00
Dorner, Inc., Luxemburg, WI	$4,500.00	$1,254,770.00	$428,980.00	$1,259,270.00

WHEREAS, Forest Landscaping & Construction, Inc., was the lowest responsive & responsible bidder and accepting the bid received from Forest Landscaping & Construction, Inc. appears to be in the best interest of the City of Watertown,

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF WATERTOWN, WISCONSIN: that the proper City Officials be and are hereby authorized to enter into an agreement for the 2023 N Fourth Street Watermain Improvements Project Contract with Forest Landscaping & Construction, Inc., Lake Mills, Wisconsin for $853,260.00. Said money is to be taken out of: Water Utility funding account #03-99-99-99.

DATE:	*YES*	*NO*
DAVIS		
LAMPE		
RUETTEN		
BARTZ		
LICHT		
SMITH		
SCHMID		
WETZEL		
ROMLEIN		
MAYOR MCFARLAND		

ADOPTED March 7, 2023

_____

CITY CLERK

APPROVED March 7, 2023

_____

MAYOR

(March 7, 2023) Exhibit #

TOTAL		

PETITION TO ENFORCE DEVELOPMENT AGREEMENT

The City of Watertown (the City) and Martin Condominium Development, LLC (Martin) entered into a Development Agreement in 2006 in connection with the development of an approximately 7.7-acre parcel in the City (the Property) as a 32-unit condominium. The City and Martin entered into the Development Agreement to fulfill conditions of a Conditional Use Permit that allowed the parcel to be developed as a multi-family condominium project (with 2 units per building) and obligated Martin to install certain public improvements on the Property to serve the condominium. The Development Agreement was recorded with the Dodge County Register of Deeds on January 19, 2007 and is binding on the parties, all owners of the Property and their successors and assigns (see section 34 of the Development Agreement).

In the following years, Martin and Todd Bartolowits attempted to develop the Property, but based on a review of property records, it appears they failed. In 2014, another developer, Insight Properties LLC (Insight), acquired the parcel, built single family and multi-family residences on the Property, assumed the role of the declarant of the condominium and operated the condominium association until 2022. The development of the condominium is nearing completion, the unit owners want Insight to complete the obligations it assumed under the Development Agreement, including the completion of two private roads on the Property: Creekside Court and Laurie Ann Circle.

Sections 10-16 of the Development Agreement describe the developer's obligations to construct road improvements on the Property and require the developer to install all road improvements before the issuance of any building permit for construction of a condominium unit on the Property. The developer is required to pave the roads in two phases: (1) a minimum 2 ¼" binder course of asphalt during the initial phase of construction and (2) a minimum 1 ¾" surface course of asphalt in the second construction season to allow for settlement. The first phase of asphalt was completed years ago when the first constructed units on the parcel, but despite many complaints from unit owners, Insight refuses to complete the second phase and install a surface course of asphalt. We are many years past the second construction season, and it is unreasonable for the unit owners to live with partially completed roads for close to a decade with no end in sight.

Therefore, the undersigned unit owners of the Silver Creek Condominiums petition the City of Watertown to enforce the Development Agreement and specifically to compel Insight to complete its obligations, as the successor developer to Martin, under the Development Agreement, including completion of the roads on the Property in accordance with the terms of the Development Agreement. Further, we request that the City of Watertown inspect the binder course of the roads prior to the placement of the surface course (as required in section 16 of the Development Agreement) and inspect the final constructed roads prior to final approval by the City Engineer (as required in Section 27 of the Development Agreement).

In an effort to protect the existing and any future owners of units in the Silver Creek Condominiums and as provided in section 31 of the Development Agreement, we request a moratorium on any new building and occupancy permits for units under construction on open lots until Insight has fully completed its obligations under the Development Agreement and resolved the open issues described in this petition.

Signature = Joan L Griep

Print Name = JOAN L. GRIEP

Unit number = 1 Address = 301 Creekside Court

Signature = Carol Sanders

Print Name = Carol Sanders

Unit number = 2 Address = 303 Creekside Court

Signature =

Print Name = James Peters

Unit number = 3 Address = 305 Creekside Court

Signature = Corey A Pfaffe

Print Name = Corey A. Pfaffe

Unit number = 4 Address = 307 Creekside Court

Signature =

Print Name =

Unit number = 5 Address = 309 Creekside Court

Signature =

Print Name =

Unit number = 6 Address = 311 Creekside Court

Signature =

Print Name = DANIEL L. BAST

Unit number = 7 Address = 313 Creekside Court

Signature = Rick Tortomasi

Print Name = Rick P. Tortomasi

Unit number = 8 Address = 315 Creekside Court

Signature = Jane Cerny

Print Name = Jane Cerny

Unit number = 9/10 Address = 317 Creekside Court

Signature = Gary Kaiser

Print Name = Gary Kaiser

Unit number = 11 Address = 321 Creekside Court

Signature =

Print Name =

Unit number = 12 Address = 323 Creekside Court

Signature = Barbara A Johnson

Print Name = BARBARA A JOHNSON

Unit number = 13 Address = 322 Creekside Court

Signature = Jonathan Lee

Print Name = Jonathan Lee

Unit number = 14 Address = 320 Creekside Court

Signature=

Print Name=

Unit number = 15 Address = Open Lot, Proposed 318 Creekside Court

Signature =

Print Name =

Unit number = 16 Address = Open Lot, Proposed 316 Creekside Court

Signature = Dawn M. Berth

Print Name = Dawn M. Berth

Unit number = 17 Address = 314 Creekside Court

Signature = Mary R Warnecke

Print Name = Mary R. Warnecke

Unit number = 18 Address = 312 Creekside Court

Signature = Linda Sylva 239-440-5855

Print Name = Linda Sylva lindasylva909@gmail.com

Unit number = 19 Address = 310 Creekside Court

Signature = Corinne Baker

Print Name = Corinne Baker

Unit number = 20 Address = 308 Creekside Court

Signature = Catania Perry
Catania Perry

Print Name =

Unit number = 21 Address = 707 Laurie Ann Circle

Signature =

Print Name = John Thompson

Unit number = 22 Address = 709 Laurie Ann Circle

Signature = Leslie A Will

Print Name = Leslie A Will

Unit number = 23 Address = 711 Laurie Ann Circle

Signature =

Print Name =

Unit number = 24 Address = 713 Laurie Ann Circle

Signature =

Print Name =

Unit number = 25/26 Address = 715 Laurie Ann Circle

Signature = Chandra Aschenbrener

Print Name = Bruce & Chandra Aschenbrener

Unit number = 27 Address = 710 Laurie Ann Circle

Signature = Gloria Melvin

Print Name = Gloria Melvin

Unit number = 28 Address = 708 Laurie Ann Circle

Signature =

Print Name =

Unit Number = 29 Address = 706 Laurie Ann Circle

Signature =

Print Name =

Unit number = 30 Address = 704 Laurie Ann Circle

Signature =

Print Name =

Unit number = 31 Address = Open Lot proposed 702 Laurie Ann Circle

Signature =

Print Name =

Unit number = 32 Address = Open Lot, Proposed 701 Laurie Ann Circle

Subject Signed homeowners petituon document

To: [JAMES PATER <pater.james@yahoo.com>, John Thompson <jthompson473@yahoo.com>]

From John Thompson <jthompson473@yahoo.com>

Date Wed, Jan 25, 2023 at 2:36 PM

Signature =

Print Name =

Unit number = 14 Address = 320 Creekside Court

Signature =

Print Name =

Unit number = 17 Address = 314 Creekside Court

Signature =

Print Name =

Unit number = 18 Address = 312 Creekside Court

Signature =

Print Name =

Unit number = 19 Address = 310 Creekside Court

Signature =

Print Name =

Unit number = 20 Address = 308 Creekside Court

Signature =

Print Name =

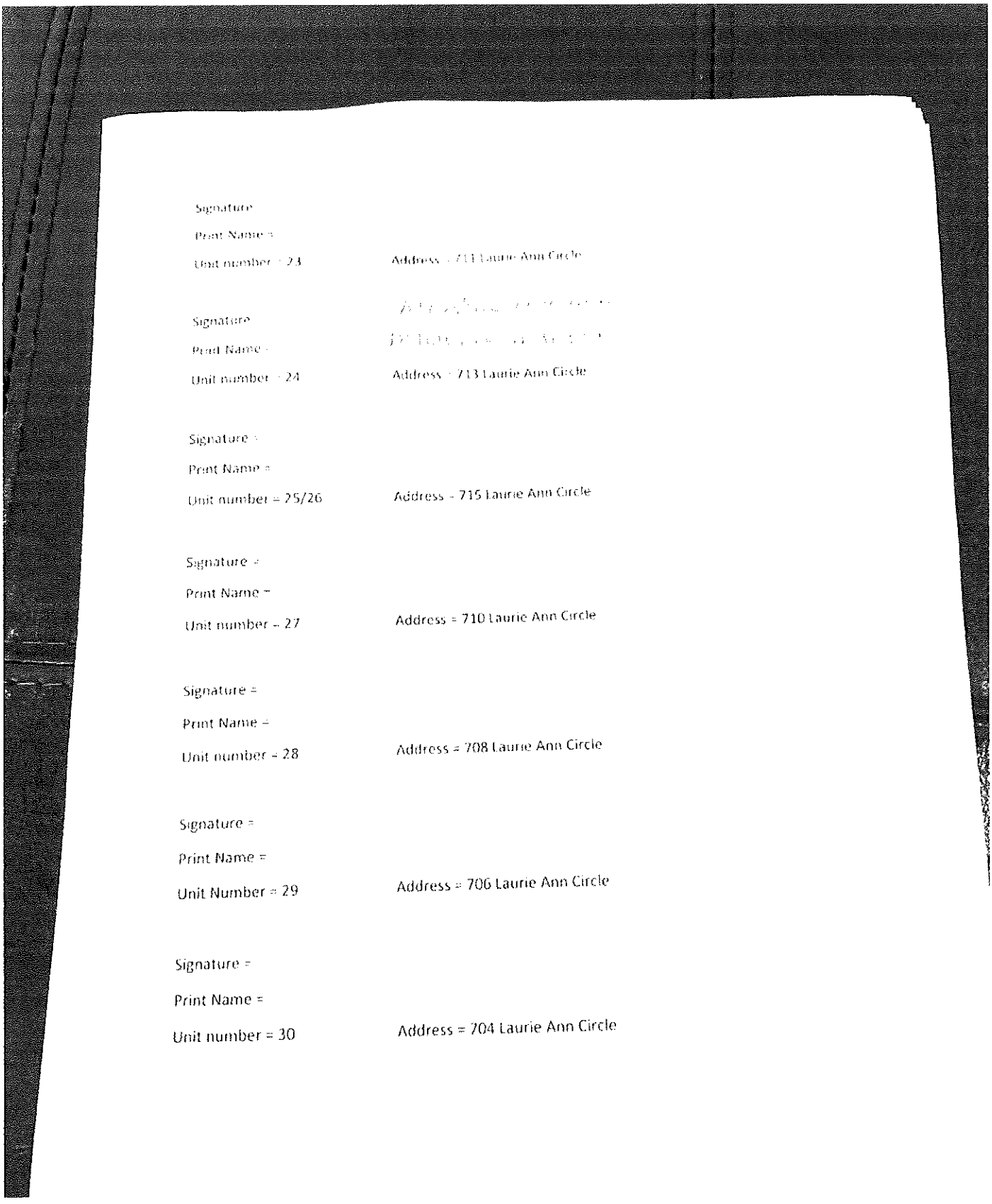
Unit number = 21 Address = 707 Laurie Ann Circle

Signature 

Print Name = John Thompson

Unit number = 22 Address = 709 Laurie Ann Circle

Subject Picture
To: [pater.james@yahoo.com <pater.james@yahoo.com>]
From JAMES PATER <pater.james@yahoo.com>
Date Sat, Jan 28, 2023 at 10:03 PM



Signature =
Print Name =
Unit number = 23 Address = 711 Laurie Ann Circle

Signature =
Print Name =
Unit number = 24 Address = 713 Laurie Ann Circle

Signature =
Print Name =
Unit number = 25/26 Address = 715 Laurie Ann Circle

Signature =
Print Name =
Unit number = 27 Address = 710 Laurie Ann Circle

Signature =
Print Name =
Unit number = 28 Address = 708 Laurie Ann Circle

Signature =
Print Name =
Unit Number = 29 Address = 706 Laurie Ann Circle

Signature =
Print Name =
Unit number = 30 Address = 704 Laurie Ann Circle

Signature =

Print Name =

Unit number = 24 Address = 713 Laurie Ann Circle

Signature =

Print Name =

Unit number = 25/26 Address = 715 Laurie Ann Circle

Signature =

Print Name =

Unit number = 27 Address = 710 Laurie Ann Circle

Signature =

Print Name =

Unit number = 28 Address = 708 Laurie Ann Circle

41

DOCUMENT# 1083752
Office of Register of Deeds
Dodge County, Wisc
RECEIVED FOR REC
JAN. 19, 2007 AT 09:47AM

41/16

Section 4, Item U.

DEVELOPMENT AGREEMENT

Document No. | Document Title

RESOLUTION
Sponsor Mayor David

WHEREAS, the City of Watertown has previously approved the Conditional Use Permit by the Plan Commission on June 12, 2006 for 7.7 acres known as Martin Custom Homes Condominium Development at 749 N. Church Street located in Dodge County, WI; and

WHEREAS, the owner of said property is desirous of continuing development; and

WHEREAS, this Development Agreement has been drafted, and pending approval by the Common Council, it shall be forwarded to the developer for signing.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Watertown, that the Mayor and City Clerk are hereby authorized to execute the attached Development Agreement with Martin Condominium Development, LLC.

CHRIS PLANASCH - Registrar
Fee Amount: $41.00

Return to:

Mike Hoppenrath
106 Jones Street
Watertown, WI 53094-0477

Part of 14-291-0915-3332-055
Part of 14-291-0915-3332-056

0006631

DATE: 11.21.06		
	YES	NO
ZINDARS		
SMITH		
BERG		
KRUEGER 1		
ZGONC 2		
MEYERS		
TIETZ		
WETZEL		
YENSER		
MAYOR DAVID		
TOTAL	CVV	

Adopted 21 November 2006

City Clerk/Treasurer

Approved 22 November 2006

Mayor

This is to certify that this is the original copy of this resolution and in witness thereof I affix my signature and the seal of the City of Watertown this 22nd day of November, 2006.

Michael H. Hoppenrath, City Clerk

(November 21, 2006) Exhibit #7160

Document No. Document Title

CONDITIONAL USE PERMIT BY THE CITY OF WATERTOWN PLANNING COMMISSION

On June 12, 2006, the applicant hereinafter described, petitioned for, and was granted by the Watertown Planning Commission, a Conditional Use Permit as hereinafter described, that the said premises, which use is not a permitted principal or accessory use in the zoning district classification within which the premises are encompassed. This Conditional Use Permit is personal in nature with the present applicant below, is not binding on successors in interest, and does not run with the land. Upon any transfer, sale, gift, or other conveyance of the property. the Conditional Use Permit will terminate and expire, unless renewed and approved by the Watertown Planning Commission in writing at the time of subsequent transfer, sale, gift or other conveyance.

Return to:

Mike Hoppenrath
106 Jones Street
Watertown, WI 53094-0477

Part of 14-291-0915-3332-055
Part of 14-291-0915-3332-056

000032

1.	Applicant:	Michael L. Martin
2.	Owner(s) of premises:	Michael L. Martin
3.	Address of owner(s) of premises:	W2656 Rock River Paradise Road, Watertown, WI 53094
4.	Address of premises:	741 & 749 N. Church Street, Watertown, WI 53098
5.	Legal description of premises	1. Part of Out Lot 12/5th Ward, and Spaulding and Prentice Add. Block 1, part of Lot 3. Lot 1 of CSM No.5804, Rec. in V.38 P.216, Doc. No.1054429. (749 N. Church Street) Located in the City of Watertown, Dodge County, Wisconsin. 2. Part of Out Lot 12 & 15/5th Ward. Also, Spaulding and Prentice Add., Block 1, Lots 2 and 3. Lot 2 of CSM No.5804, Rec. in V.38 P.216, Doc. No.1054429. (741 N. Church Street) Located in the City of Watertown, Dodge County, Wisconsin.
6.	Zoning district classification:	TR-6, Two-Family Residential
7.	Description of conditional use:	To establish a group development consisting of sixteen duplex condominium buildings on the premises.
8.	Conditions:	1. Confirmation that all taxes and payments are current. 2. That the driveway serving unit 1A be combined with the one serving unit 1B and moved as far from the corner as possible. 3. The storm water management plan must be addressed so that additional water sheet flow from this project to the properties to the south does not increase the current volumes. 4. No islands in the right of way. 5. Approval of a detailed plant species list by the City Planner.

DEVELOPMENT AGREEMENT

AGREEMENT MADE this 22nd day of November 2006 by and between Martin Condominium Development, LLC, a Wisconsin limited liability company (hereinafter, "Martin") and the City of Watertown, a Wisconsin municipal corporation (hereinafter, the "City"),.

RECITALS

WHEREAS, Martin is the owner of record of certain real estate within the City located at 749 North Church Street, in the City of Watertown, Dodge County, Wisconsin, more particularly described on Exhibit "A", attached hereto and incorporated by reference herein (hereinafter, the "Subject Property"), which real estate contains approximately 7.746 acres of vacant land; and

WHEREAS, Martin desires to subject the Subject Property to a condominium form of ownership under Chapter 703 of the Wisconsin Statutes to create the Martin Estates Condominiums (the "Condominium") and to develop residential condominium units on the Subject Property (the "Project");

WHEREAS, the Group Development Plan of the Condominium was approved as a Conditional Use Permit by the City of Watertown Plan Commission (the "Plan Commission") on May 22, 2006, subject to Martin entering into an agreement with the City to install, at Martin's sole cost, certain public facilities to serve the Subject Property; and

WHEREAS, Martin desires to enter into this Agreement to fulfill the conditions of the Conditional Use Permit, and the City desires to enter into this Agreement to secure certain commitments from Martin regarding the installation of certain public facilities serving the Condominium on the Subject Property.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed:

Development

1. Martin shall develop the Project on the Subject Property in accordance with the terms and conditions of this Agreement and all other applicable local ordinances, laws of the State of Wisconsin and regulations of the federal government for the Project.

Site Plan

2. The parties agree that Martin shall cause the Subject Property to be improved in general conformity with the Group Development Plan submitted to the City on May 15, 2006 and approved by the Plan Commission on May 22, 2006 as prepared by Uriah P. Monday, P.E. (hereinafter, the "Site Plan"). The Site Plan and supporting documentation are deemed to currently be in compliance with the terms of this Agreement, applicable local, state and federal regulations, and may be modified in the future to solve certain engineering, layout and/or design problems that are not reasonably foreseeable at the time of the execution of this Agreement. Any engineering changes to the Site Plan under this Paragraph 2 shall be approved by the City Engineer for the City of Watertown (the "City Engineer").

3. All public utilities and public improvements to be installed by Martin and accepted by the City shall conform to construction plans and specifications prepared by Uriah P. Monday, P.E., of MSA Professional Services, dated August 30, 2006 and revised on October 4, 2006 (hereinafter, the "Plans").

4. Any contractor engaged by Martin for the construction of any public facilities improvements under this Agreement shall be approved by the City Engineer. A registered

professional engineer or land surveyor shall stake all public facilities installed by Martin under this Agreement.

Site Grading

5. Martin shall grade the Subject Property according to the specifications on Sheets 6 and 7 of the Grading and Erosion Control Plan for the Project. Erosion control facilities shall be in place prior to commencement of any work on the Subject Property for the Project. It shall be Martin's responsibility to set house foundation grades for each building on the Subject Property for the Project. Martin will prepare a written plan delineating the house foundation grades for each building within the Condominium development and submit such plan to the City Engineer at least thirty (30) days prior to commencement of construction of any building for the Project. Martin shall seed all areas on the Subject Property disturbed by grading, but not yet ready for immediate construction, to prevent erosion. Martin shall also take reasonable measures to protect all existing and proposed drainage facilities from erosion damage during its construction activities for the Project.

Sanitary Sewer Service

6. Martin shall install all sanitary sewer facilities on the Subject Property for the Project, including, but not limited to, the sewer mains, manholes, castings and laterals shown on the Plans. Said installation shall be subject to a $25.00/hour inspection fee for all time spent by personnel of the City of Watertown Engineering Department for inspecting such facilities prior to the Acceptance (as defined in Paragraph 27 below) of such facilities.

Water Supply

7. Martin shall install all water supply facilities on the Subject Property for the Project, including, but not limited to, the water supply mains, hydrants, valves and laterals shown on the Plans. Prior to Acceptance (as defined in Paragraph 27 below), the installation of these water

supply facilities shall be subject to full-time inspection by an approved water inspector and Martin shall pay the reasonable costs associated with such inspections. As necessary, City of Watertown Water Utility (the "Water Utility") personnel shall monitor the work on the Subject Property and Martin shall pay the reasonably costs of such monitoring at a rate of $26.75 per hour and vehicle time at a rate of $21.00 per hour.

8. Martin shall reimburse the Water Utility for the reasonable costs associated with the initial painting of all fire hydrants installed within the Subject Property for the Project. The Water Utility shall invoice Martin for the reasonable costs of completing the painting and Martin shall have 30 days to pay that invoice in full. Any unpaid balance shall be subject to 1.5% interest on the unpaid balance per month, accruing from the date of the invoice.

Drainage Facilities

9. Martin shall install all drainage and storm sewer facilities on the Subject Property for the Project as shown on the Plans.

Road Improvements

10. Martin shall install all road improvements on the Subject Property for the Project prior to the issuance of any building permit for the construction of a condominium unit on the Subject Property. All private streets as shown on the Plans shall be graded to a full width, including the area where sidewalks will be placed. Martin shall place gravel fill in the roadway to a depth of fourteen inches (14") and to a width of thirty-two feet (32') as shown on Sheet 5 of the Plans. A professional engineer shall insert a gravel roadway prior to placement of curb & gutter or asphalt.

11. Martin shall install curb and gutter on all streets within the Subject Property for the Project as shown on the typical cross-section as stated on Sheet 5 of the Plans.

12. Martin shall pave all private streets within the Subject Property for the Project with

a minimum two-inch (2-1/4") binder course of Type MV asphalt in the initial phase of construction. All structures such as curb inlets, manhole castings and water valves shall be set to binder course grade initially.

13. Martin shall pave all private streets within the Subject Property for the Project with a minimum one and three-quarters inches (1-3/4") surface course of Type MV asphalt in the second construction season to allow for settlement (minimum time lag is six (6) months and one (1) winter season).

14. Martin shall raise all structures on the Subject Property for the Project to finish grade by means of rings or adjustment prior to placement of second asphalt surface course.

15. Martin shall repair all property damage caused by its off-site construction activities, including damage to pavement and turf areas.

16. Prior to Acceptance (as defined in Paragraph 27 below), a professional engineer shall inspect the binder course for any failed areas and the installed curb and gutter for damage prior to placement of the surface course, and Martin shall repair any failures identified by the professional engineer.

Sidewalk

17. Martin shall install sidewalk in locations shown on the Plans. Sidewalks shall be five feet (5') wide and four inches (4") thick, and shall be six inches (6") thick through driveways. Handicap ramps shall be installed at all corners and shall be five inches (5") thick. Notwithstanding the foregoing, however, if an occupancy permit for a lot is issued by the City during the months of November through May, the sidewalk for such lots shall be installed prior to the following June 30. If Martin does not install the sidewalks by the following June 30, no further building permits shall be issued by the City for Martin unless and until the sidewalks are installed as required. It is the responsibility of Martin or other contractors building condominium units for the Project to protect

all sidewalks from construction damage or replace same prior to occupancy.

Other Required Improvements

18. Martin shall pay to the City the costs for installing streetlights on the Subject Property for the Project prior to the issuance of any building permits for condominium units on the Subject Property. The City shall request a street lighting plan from the electric utility and said plan shall be approved by the City of Watertown Public Works Commission. Martin, or any successor Condominium Association, shall be responsible for maintaining, replacing and repairing the street lights after installation so as to keep all installed street lights in proper working order. The street lighting system shall be required to maintain a schedule of burning identical to the City's lighting schedule throughout the remainder of the City. Martin, or any successor Condominium Association shall be liable for the payment of all electricity costs for the installed streetlights.

19. Martin shall pay to the City the reasonable costs of installing all required street signs on the Subject Property for the Project. The following signs are required: two (2) street name sign combinations at $140/each and two stop signs at $100/each. Martin shall pay the City a total of **$480.00** for these signs. Martin, or any successor Condominium Association, shall be responsible for maintaining, replacing and repairing the street signs installed under this Paragraph.

20. Martin, or any successor Condominium Association, shall maintain, use and repair all sidewalks, curbs, gutters, and interior streets on the Subject Property for the Project, as shown on the Site Plan, in accordance with the ordinances of the City and at the direction of the City of Watertown Street Department Superintendent ("Street Department Superintendent"). Martin, or any successor Condominium Association, shall keep all streets and sidewalks in reasonably good condition and repair, safe for public travel, and reasonably free from snow, ice, and dirt to the satisfaction of the Street Department Superintendent.

21. The City shall provide, at its sole expense, regularly-scheduled garbage and refuse

collection and regularly-scheduled recycling collection for the Condominium within the Subject Property using City vehicles and recycling receptacles.

As-Built Plans and Costs

22. Upon completion of the construction of all public facilities required under this Agreement, Martin shall supply the City with an "as-built" copy (electronic and paper) of all water, sanitary sewer and storm sewer facilities completed by a professional engineer. Also, to comply with the City's auditing requirements, Martin shall supply the City with the approximate cost of the entire sanitary sewer, storm sewer and water main installation, which cost shall include labor and materials for the installation of such facilities.

Park Dedication Requirements

23. The Watertown Park, Recreation and Forestry Director decided to accept fees-in-lieu of a land dedication. The Plan Commission has determined that (1) there is no land suitable for parkland development within the proposed planned unit development on the Subject Property; (2) the dedication of land within the Condominium development is neither feasible nor in conformity with the City's Master Plan or Park and Open Space Plan; and (3) that a cash contribution in lieu of land dedication will more properly serve the public interest. Martin acknowledges that his payment of these fees is voluntary and the subject of negotiations between the City and Martin. Recent changes to Section 66.0617 of the Wisconsin Statutes, contained in 2005 Wisconsin Act 477, are about to be adopted and implemented by the City following a public hearing on November 21, 2006. Instead of Martin waiting until these changes are codified in the City's Ordinances, Martin agrees to waive any objections he may have to the current Parkland Improvement fees and Recreational Facilities Improvement fees imposed as impact fees by the City. Martin expressly agrees to the payment of the impact fees assessed below and further agrees agrees to waive any error, invalidity or irregularity in the determination or assessment in the following impact fees.

Martin has a strict timeline and construction schedule. Thus, the City will not require him to await full implementation of the amendments to Section 20.11(23) of the Watertown General Ordinances, in return for his waiver and agreement contained herein. Martin has consulted with his legal counsel prior to making this voluntary waiver and Martin knowingly and freely, with full understanding of his legal rights in this situation, agrees to tender the following impact fees to the City:

The Parkland Improvement Fee for the Project on the Subject Property is as follows:

32 dwelling units x $200.00/dwelling unit = **$6,400.00.**

The Recreational Facility Improvement Fee for Project on the Subject Property is as follows:

32 dwelling units x $1,066.00/dwelling unit = **$34,112.00.**

Said fees shall be paid at the time that the first building permit is issued for a condominium unit on the Subject Property. Except as otherwise required by this Agreement, Martin shall not be required to pay the City any additional impact fees (including, without limitation, additional Parkland Improvement Fees and/or Recreational Facility Improvement Fees) for the Project.

Plat Review Fees

24. Martin shall pay to the City fees, as required herein, according to the schedule called for in Chapter 20, Subdivision Regulations. The fees are as follows:

Final plat review fee: $100 + ($50.00/dwelling unit x 32 dwelling units) = **$1,700.00.**

Financial Capabilities of Developer

25. Martin agrees to abide by the requirements of Section 20.11 (24) of the City's Subdivision Regulations pertaining to fiscal guarantees for completion of all public utility work associated with the Subject Property. Martin shall tender to the City an irrevocable letter of credit (the "Letter of Credit") in an amount equal to the estimate of the cost of the work to be performed

by Martin under this Agreement as determined by the City Engineer (the "Estimated Costs") within ten (10) days of the execution of this Agreement to fulfill its obligations under Section 20.11 (24) of the City's Subdivision Regulations.

26. The Letter of Credit may be reduced as work progresses on the Project by the value of the work completed upon the written approval of the City Engineer. Upon Acceptance of the public utility facilities, the Letter of Credit shall be reduced to an amount equal to 10% of the Estimated Costs to secure Martin's obligations under Paragraph 28 of this Agreement. The Letter of Credit shall automatically terminate on the 365th day after the date of Acceptance.

Acceptance

27. The City Engineer shall inspect all public facilities installed by Martin under this Agreement upon completion and, if deemed acceptable, shall issue a written approval of same to Martin ("Acceptance"). The City Engineer's Acceptance of all public facilities under this Paragraph 27 shall not be unreasonably conditioned, withheld or delayed. The public facilities required to be installed by Martin under this Agreement shall not be fully utilized for the Condominium prior to the Acceptance. Except as provided in Paragraphs 18, 19, 20, 28, and 29, upon Acceptance, Martin shall have no further obligation to perform any work under this Agreement.

Warranties

28. Martin shall warrant all public facilities designed or constructed by Martin under this Agreement against any and all defects in workmanship and materials for a period of 365 days after the date of Acceptance. In addition to the warranties for workmanship and materials, Martin shall remedy the negligent installation of any public facilities designed or constructed by Martin under this Agreement for a period of 365 days after the date of Acceptance. All warranties by Martin with respect to the public facilities constructed under the Agreement shall automatically

expire the 365th day following the date of Acceptance.

Easements and Monuments

29. Martin, or any successor Condominium Association, agrees to convey or dedicate all necessary easements on, over and under all roadways within the Condominium development on the Subject Property to the City for the extension of sanitary sewer, water supply, access to storm sewer, and other public improvements, which may serve the Subject Property. Martin, or any successor Condominium Association, agrees to convey or dedicate all necessary easements on, over and under a strip of land, twenty (20) feet in width, running along the southerly boundary of the Condominium development containing storm sewer pipe to the detention pond on the development. These easements shall be located so as to cause a minimum of inconvenience in the development of the Subject Property. These easements shall be granted to the City prior to issuance of any building permits for condominium units on the Subject Property. All electricity, telephone, cable television and natural gas lines shall be installed underground, the location of which shall be at either the option of Martin or the respective utility installing same.

30. Martin shall place, or cause to be placed and installed, all survey or other monuments required by Wisconsin law or local ordinances prior to issuance of any building permits for condominium units on the Subject Property. Interior piping or placement of monuments upon the Subject Property for the Project shall be installed after the improvements are completed.

Issuance and Approval of Permits

31. Martin, and/or its successors and assigns, agrees to secure the necessary permits required for the construction of the Project on the Subject Property and to pay all appropriate fees regarding same. No building permits for the construction of condominium units for the Project on the Subject Property shall be issued until all required public facilities (including, without limitation, curbs and gutters) are installed, tested and accepted, in writing, by the City, and private roadway

binder course is placed.

Severability

32. If any provision of this Agreement is held invalid by a court of a competent jurisdiction, or in the event a court shall determine that the City and/or Martin do not have the power to perform a disputed provision, the provision shall be deemed severed from this Agreement, and any such invalidity shall not effect any of the other provisions contained herein, and the judgment or decree shall relieve the City and Martin from performance under the invalid provision of this Agreement.

Modification of Plans

33. It is understood that because of external considerations and planning progress, it may, from time to time, be necessary to change the survey, layout, plans, drawings, technical information or other terms and conditions of this Agreement. Any minor changes or adjustments can be made between Martin and the appropriate administrative staff of the City. Any substantial changes can be made only with the approval of the City Plan Commission. All modifications to this Agreement shall be in writing in order to be binding upon the parties.

Binding Effect

34. This Agreement shall be binding upon and inure to the benefit of the parties, successor, owners of record of the Subject Property, assignees, lessees, and upon successors in office or municipal authorities of the City, and be enforceable by order of a court pursuant to the provisions of Wisconsin law. Nothing herein shall in any way prevent alienation or sale of the Subject Property or a portion thereof except that said sale shall be subject to the provisions of this Agreement, the Watertown Subdivision Regulations and of the Watertown Zoning Code, as amended, from time to time, and in effect at the time of such sale or further development. Notwithstanding any provision of this Agreement, the parties shall be obliged to conform to any

amendments to the Watertown Zoning Ordinance hereinafter adopted relating to the uses, parking, setbacks, loading, or other regulations that are adopted subsequent to the date of this Agreement (other than the fee provisions in Paragraph 23 of this Agreement). This Agreement shall be binding upon the parties or their successors in interest and shall run with the land. This Agreement and the ongoing maintenance provisions contained herein shall be binding upon Martin or any successor Condominium Association or like entity, or binding upon the individual property owners within the Condominium development in the absence of any Condominium Association.

Authorization to Execute

35. The principals of Martin, in executing this Agreement, confirm that they have been lawfully authorized to execute this Agreement and the Common Council of the City has authorized the Mayor and City Clerk/Treasurer to execute the Agreement on behalf of the City.

Dispute Resolution

36. In the event either party believes that the other party has failed to comply with any requirements of this Agreement, it must evoke the following procedures. The party asserting the noncompliance must serve written notice on the other party, namely, the Mayor and Martin. The notice will identify the specific statutory, regulatory, or Agreement provision alleged to have been violated and will specify the factual basis for the alleged noncompliance. The City and Martin will thereafter meet within fifteen (15) days in an effort to resolve the dispute. In the event the dispute is not resolved to the satisfaction of the parties within thirty (30) days after the service of the notice, the dispute will be referred to a panel of arbitrators whose arbitration will be governed by Chapter 788 of the Wisconsin Statutes. The arbitration panel will consist of one person selected by Martin and one person selected by the City, these two arbitrators to select a third. The decision of any two arbitrators of this panel will be final and binding on both parties hereto. Each party hereto will pay one half of the expense of such arbitration. The City and Martin consent to suit in Dodge County

Circuit Court for enforcement of any arbitration award rendered pursuant to this Agreement and any other action which may arise in relation to the validity or enforcement of this Agreement. The requirement of utilizing arbitration under this Paragraph to resolve any disputes between the parties shall terminate on the 365th day after the date of Acceptance and thereafter, the parties shall have any and all rights available to resolve their disputes as if this Paragraph never existed.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date first above written.

MARTIN CONDOMINIUM DEVELOPMENT, LLC

BY: _____

PRINT NAME: MIKE MARTIN

PRINT TITLE: PRESIDENT

000045

STATE OF WISCONSIN)
)SS
Jefferson COUNTY)

Personally came before me this 10th day of July 2006, the above named person, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public

My Commission Expires 6 July 2008

CITY OF WATERTOWN, WISCONSIN

BY: _____
John P. David, Mayor

BY: _____
Michael H. Hoppenrath, Clerk/Treasurer

13

STATE OF WISCONSIN)
)SS
Jefferson COUNTY)

Personally came before me this 28th day of Nov. 2006, the above named John P. David and Michael H. Hoppenrath, in their official capacities as officers of the City of Watertown, to me known to be the persons ~~who executed~~ the foregoing instrument and acknowledged the same.

Cynthia D. Rappeckt
Notary Public

My Commission Expires Dec. 23, 2007

000046

THIS INSTRUMENT DRAFTED BY:

Attorney Thomas J. Levi, City Attorney and
William T. Stuart, Attorney for Martin Condominium Development, LLC