

#### **COMMON COUNCIL MEETING AGENDA**

#### TUESDAY, JANUARY 17, 2023 AT 7:00 PM

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

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

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

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

- 1. CALL TO ORDER
- 2. ROLL CALL
- 3. PLEDGE OF ALLEGIANCE
- 4. MINUTES OF COUNCIL MEETING HELD
  - A. Meeting minutes from January 3, 2023

#### 5. COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT

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

#### 6. PUBLIC HEARING

A. Public Hearing regarding the proposed fare increases for the Transit System

#### 7. REPORTS

- A. Housing Authority meeting minutes from November 10, 2022
- B. RDA Meeting Minutes from December 7, 2022
- C. Public Library Board of Trustees meeting minutes from December 8, 2022
- D. Tourism Commission meeting minutes from December 8, 2022
- E. Finance Minutes of December 12, 2022
- F. Airport Commission meeting minutes from December 14, 2022
- G. Licensing Board meeting minutes from December 14, 2022
- H. Finance Minutes of December 20, 2022
- L Public Safety and Welfare meeting minutes from January 4, 2023
- J. Tourism meeting minutes from January 12, 2023

#### 8. COMMUNICATION & RECOMMENDATIONS

- A. Main Street Update
- B. Town Square Update
- C. Watertown Fire Department December Monthly Report
- D. 2022 Yearly Construction Totals

#### 9. **NEW BUSINESS**

A. Appointments

- B. Convene into closed session per Wis. Stat. Sec. 19.85(1)(g) to confer with legal counsel of the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. (J. Thompson v. City of Watertown)
- C. Reconvene into open session

#### 10. ACCOUNTS PAYABLE

A. Accounts Payable

#### 11. MISCELLANEOUS BUSINESS

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

#### 12. LICENSES

- A. Memo to Council
- B. Application for an operator's license from Jennifer Davis
- C. Application for temporary "Class B"/Class "B" license from Luther Preparatory School Booster Club for Luther Prep Auction Gala XVIII, 1300 Western Ave (gym) on April 22, 2023, 5:00 P.M
   - 12:00 A.M
- D. Agent change for Kwik Trip, 1731 S Church Street, Watertown WI 53098 from Linda Lippens to Edith Uttech

#### 13. ORDINANCES

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

#### 14. RESOLUTIONS

- A. Exh. 9475 Resolution to Enter into the 2023 Service Agreement Between the City of Watertown, Wisconsin and the Watertown Humane Society (Sponsor: Mayor McFarland From: Finance Committee)
- B. Exh. 9476 Resolution to approve State/Municipal Agreement for Welsh Road Safety Improvements at Highway 26 Bypass Overpass (Sponsor: Mayor McFarland From: Finance Committee)
- C. Exh. 9477 Resolution to approve State/Municipal Agreement for reconstruction of Dewey Avenue between East Main Street and East Division Street in 2026 (Sponsor: Mayor McFarland From: Finance Committee)
- D. Exh. 9478- Resolution Approving Purchase and Sale Agreement Between BASO Holdings LLC and the City of Watertown (Sponsor: Mayor Emily McFarland From: Finance Committee)

#### 15. COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT

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

#### 16. ADJOURNMENT

Persons requiring other reasonable accommodations of the above meeting may contact the office of the City Clerk by email <a href="mailto:mdunneisen@cityofwatertown.org">mdunneisen@cityofwatertown.org</a>, or by phone 920-262-4006.

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

#### **Common Council Minutes January 3, 2023**

Mayor McFarland called the regular meeting of the City of Watertown Common Council to order at 7:00 p.m. on Tuesday, January 3, 2023. This meeting was open for attendance in the council chambers as well as virtually.

#### **ROLL CALL**

Roll call indicated the following Alderpersons present: Ald. Davis, Lampe, Ruetten, Bartz, Licht, Smith, Schmid, Wetzel and Romlein(virtual). City staff present were Police Chief Robert Kaminski, Finance Director Mark Stevens, and City Clerk Megan Dunneisen.

#### PLEDGE OF ALLEGIANCE

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

#### MINUTES OF PRECEDING MEETING

Mayor McFarland inquired if there were additions or corrections to minutes of the Common Council meeting held Tuesday, December 20, 2022. Ald. Bartz commented on name misspelling to be corrected, with this change the minutes were accepted as presented.

#### **COMMENTS & SUGGESTIONS FROM CITIZENS PRESENT**

Invocation was given.

#### **REPORTS**

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

The following reports were received and filed: Parks, Recreation, and Forestry Meeting Minutes from November 21, 2022, and Senior Center Advisory Board Minutes from August 17, 2022.

#### **COMMUNICATIONS & RECOMMENDATIONS**

Mayor McFarland provided a Town Square Update

#### **ACCOUNTS PAYABLE**

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

Certified accounts were presented. Ald. Romlein moved to pay all certified accounts, seconded by Ald. Bartz and carried by roll call vote: Yes-8; No-0; Abstain-1(Ruetten).

#### **MISCELLANEOUS BUSINESS**

Credit Card Purchases Over \$10K - November

Payroll Summary - November 16-29, 2022

#### **COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT**

No comments were received.

#### **ADJOURNMENT**

There being no further business to come before the Council at this time, Ald. Wetzel moved to adjourn, seconded by Ald. Schmid, and carried by voice vote at 7:07 p.m.

#### Megan Dunneisen, City Clerk

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

#### REQUEST TO PUBLISH

We, the City of Watertown, formally request the following legal notice to be published:

## **NOTICE OF PUBLIC HEARING**CITY OF WATERTOWN, WISCONSIN

Public notice is hereby given that the City of Watertown Common Council will hold a public hearing on January 17, 2023, at 7:00 pm at Watertown City Hall, Council Chambers, 106 Jones Street, Watertown, WI, to hear public comments regarding the proposed fare increases for the Transit System:

Category	Current	<b>Proposed</b>	Increase
Adult	4.00	4.00	0
Children Accompany Adult (same destination)	2.00	2.00	0
Children under 18	3.00	3.00	0
Elderly/Disabled (card required)	2.75	3.00	.25
Corner Stop Service	2.25	2.25	0
Package/prescription delivery	8.25	8.25	0
2 miles outside City	8.50	10.00	1.50
Agency/MTM	9.00	9.00	0

Megan Dunneisen, City Clerk

PUBLISH:

Thursday December 22, 2022

(BLOCK AD)

## MEETING OF THE BOARD OF COMMISSIONERS OF THE WATERTOWN HOUSING AUTHORITY

The Commissioners of the Watertown Housing Authority (WHA) met in regular session at 201 N. Water St., Watertown WI on Thursday, November 10, 2022.

#### Call to Order

The Chairman, J. Braughler called the meeting to order at 4:00 p.m.

<u>Present</u>: J. Braughler, M. Malmstrom, R. Stocks & J. Bear. Also, present was Secretary, T. Kasten. **Absent**:

#### Agenda Review

The Commissioners approved the agenda as presented.

#### • Tenant/Citizen Comments

Resident Commissioner M. Malmstrom informed the commissioners of the social events that have taken place at the Johnson Arms building.

#### Approval of Minutes

A motion to accept the minutes of the regular meeting held on Thursday, September 22, 2022, was made by J. Bear and seconded by R. Stocks. The motion carried.

#### Approval of Monthly Expenditures and Financial Report

A motion to accept the payment of bills which included checks (#22710-227509) and ACH debit transactions from 9/13/2022-11/05/2022 totaling \$76,173.30 was made by M. Malmstrom and seconded by R. Stocks. The motion carried. September and October 2022 financials were discussed and will be placed on record, subject to audit.

#### Review and possible action on Commissioner Term Dates-Res. #22-02

T. Kasten presented to the board Resolution #22-02. After a discussion, a motion to accept the commissioner term dates was made by J. Bear and seconded by M. Malmstrom.

	AYES	NAYS	ABSENT
Bear	X		
Braughler	X		
Malmstrom	X		
Vacant			
Stocks	X		

The motion carried.

#### Executive Director's Report

#### **Public Housing Overview**

- T. Kasten informed the commissioners renting vacant units remains top priority. We continue to complete move-out documentation, background checks for applicants, giving tours and move-in interviews.
- September 30<sup>th</sup> was our year end. Compiling documentation for accountant so they can submit our un-audited audit to HUD/REAC.
- A RFP was sent to 3 different auditors. Two submitted a quote; Cavanaugh was \$7600, and Schutz came in at \$5500.
- Attorney Allen Larson responded to the tenant that spoke their concerns at our last meeting. We
  have decided to change the focus of the community room to have a variety of activity areas; card
  playing table, board games, puzzle area etc.

Another tenant voiced their concerns to some of the commissioners. This tenant was offered another unit but denied this offer and submitted a notice to vacate effective November 30<sup>th</sup>.

#### Occupancy Update

- Johnson Arms T. Kasten reported 3 vacant units were rented since we late met. Currently have 3 vacant units, and 2 more will be vacant on November 30<sup>th</sup>. Applications are being received and qualified applicants will be offered vacant units.
- Average rent is \$332, and we have 9 tenants paying the flat rent of \$550.
- **Family Sites** T. Kasten reported there is one 2-bedroom unit vacant. This unit will be rented December 1<sup>st</sup>.
- The average rent for our family units is:
  - 2-bdrm is \$45 with 3 tenants at the flat rent of \$650
  - 3-bdrm is \$590 with 3 at the flat rent of \$916
  - 4-bdrm is \$837 with 1 at the flat rent of \$962
  - 5-bdrm is at the flat rent of \$1108

#### Maintenance/Systems Overview

- Maintenance is putting away lawn equipment to make ready the winter/snow removal equipment.
- Unit turnarounds cannot be completed as timely as usual due to the wait time to receive products.
- T. Kasten reported that maintenance continues to take care of the building/grounds as needed.
- Work Orders are completed in a timely manner when parts are available. There were approximately 57 non-emergency work orders completed since we last met.
- After Hour Calls: 12 11 were tags. 1 emergency call received. There was a toilet supply line that broke causing major water damage to 2<sup>nd</sup> floor hallway and units below.

#### Future Possible Agenda Items

ACOP – policy review and amend

#### Next Meeting Date/Time

• The Board of Commissioners next regular session will be on Thursday, January 19,2023 at 4:15 pm.

#### Adjournment

 Being no further regular meeting business to come before the Board, a motion to adjourn the meeting was made by R. Stocks and seconded by M. Malmstrom. The motion carried and the meeting was adjourned at 5:10 pm.



**(DISCLAIMER:** These minutes are uncorrected, and any corrections made to them will be noted in the proceedings at which these minutes are approved.)



#### **Redevelopment Authority for the City of Watertown**

Turning Opportunity into Results

#### Wednesday December 7, 2022

5:30 pm In-PERSON/VIRTUAL MEETING Room 0041, City Hall

#### By Phone or GoToMeeting:

https://global.gotomeeting.com/join/471703029

For the Public, Members of the media and the public may attend by calling: (US) +1 (872) 240-3412

Access Code: 471-703-029

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

#### **RDA STRATEGIC PRIORITIES**

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

#### **AGENDA**

- 1. Pledge of Allegiance
- 2. Roll Call
  - a. Present: Salas, Ruetten, Kuenzi, Bartz, Zimmermann, Zastrow
  - b. Absent: Marchant
  - c. Also Present: Mayor Emily McFarland; Mason Becker, RDA Executive Director; Mark Stevens, City Finance Director/Treasurer; Steven Chesebro, City Attorney
- 3. Determination of Quorum and Call to Order at 5:33 pm
- 4. Review/Approve: Minutes of Previous Meetings May 18, 2022 and June 15, 2022
  - a. Zimmermann motioned to approve. Bartz seconded the motion. Minutes were unanimously approved.
- 5. Public Comment
  - a. No members of the public present.
- 6. Transition Updates
  - a. Staffing Update McFarland
    - Salas thanks McFarland and Zastrow for working through details of the Town Square in the absent of an RDA Executive Director.
    - ii. McFarland introduced Mason Becker RDA's new Executive Director
  - b. Town Square Update McFarland
    - i. Town Square progress: items received, ordered, delayed, installed.
    - ii. McFarland Water Street was designed with no road markings. If markings needed per PD, City Engineering team will put in their 2023 budget and complete.
    - iii. May 20, 2023 Bentzin Family Town Square opens.
    - iv. Maas will be billing hourly now.
    - v. Fence rental ends January 13, 2023. Fencing might still be needed for safety.

      Zastrow motioned to have Becker order fencing if need is determined. Kuenzi seconded the motion. Motion passed unanimously.
    - vi. Programming Events Coordinator (Bentzin Family Town Square) Recreation, Parks, and Forestry Department is posted.

City is responsible for 75% of salary/benefits, RDA 25%.

Zimmermann volunteered to represent the RDA during the interview process.

- c. Historical Wall Update Becker
  - Met with Sign Art Studio Vendor selected for design/construction of History Wall. Scheduled install date: June 2023.
- d. RDA Financial Management Update Stevens
  - i. Bills are paid. Working with banks to add Becker as a signer to accounts.
  - ii. Payoffs: DS Johnson made final payment on schedule. Lindborg/Schempf building paid off \$100,000 early.
  - iii. Revolving Loan Fund now has \$100,000 funds. RDA will reassess program.
  - iv. City's general fund will be paying RDA Executive Director salary/benefits.
- e. TWall Update McFarland
  - i. Will be executing second (and final) 60-day extension notice on December 14 to expire February 12, 2023.
- 7. Transfer of Ownership McFarland
  - a. Zastrow motioned to approve: "Resolution to Execute Quit Claim Deed to Transfer Ownership of the Bentzin Family Town Square to the City of Watertown". Zimmermann seconded the motion. Roll call passed unanimously.
  - b. Discussion of: "Resolution to Approve Property Management Agreement".
     Additions/changes including: "Town Square Program Director will work with an Oversight Committee", will be added to the Resolution. Suggestions e-mailed to Becker by 12/21/2022.
     Vote postponed until next meeting.
- 8. Approve Change Orders (from Maas Bros. Construction) McFarland
  - a. Zastrow motioned to process Change Order 7 & 8. Kuenzi seconded the motion. Motion passed unanimously. Salas abstained.
- Adjournment at 6:38 pm
   Zastrow motioned to adjourn, Kuenzi seconded. Motion carried unanimously. Meeting adjourned.

# WATERTOWN PUBLIC LIBRARY BOARD OF TRUSTEES MEETING MINUTES DECEMBER 8, 2022

#### 1. Call to Order/Roll call

The meeting was called to order at 5:30pm per Chris Koppes Board President. Members Present: Oudenhoven, O'Neill, Burke, Lampe (arrived at 8pm), Lapin

Rodriguez, Koppes

Members Absent: Rahfaldt, Gerike

Staff Members Present: Checki, Peerenboom, Antonopoulos

#### 2. Review Correspondence

Peg shares letter from patron complementing staff on helpfulness, friendliness and compassion.

#### 3. Citizens To Be Heard

Tim Zoellick addresses the board concerning restrictions with computers. Koppes recommends that TZ summarize his concerns (per policy) in a written statement that TZ can then share with the board at a future meeting for resolution.

#### 4. Appearances

\*\*\*MOTION #1 per Lapin, seconded by Burke to move agenda item 5A up on the agenda.

Motion approved per voice acclimation.

#### 5. New Business

**A.** Review and take action on request from Police Department to have direct access to library video cameras.

Officer John Caucutt from the Watertown Police Department explains that the police department would like to have access to the library cameras in time of incidents. Peg reminded the board that this would be governed by State Statute 43 which explains privacy protections.

#### Questions that arose:

- Who would pay for this?
- Would there be a link for log in?
- Board members concerned about connection being hacked.

Officer Caucutt explains that Captain Brauer would be the contact person in the PD. Board President Chris Koppes will follow up with PD/

Tonight, discussion only, no action taken.

\*\*\*MOTION #2 per Rodrigues seconded per Burke to return to agenda # 4.

Motion approved per voice acclimation.

#### 4. Appearances

**B.** Darren Schretter: Studio GC, Review and discuss library expansion/renovation project status and expenses.

Darren shares that the final check will be done next week (12/20/22). A letter to Miron will be sent re: general warranty claim as related to HVAC system and the lift. There have been continuing issues that have not been resolved.

- Concrete work, no changes.
- Some indoor signage installed, check off punch list. Donor wall and Extraordinary Women signs are in production.
- Exterior signage, waiting for city approval. It looks as though it will be the city Logo and Public Library rather that "City of Watertown". That lettering did not fall within the city guidelines. Darren will bring renderings to next meeting.
- Darren shared first mock ups of flag area. Board discussed the 5 suggestions.
   Darren will bring 2 renderings to the next Board Meeting for decision. Work will be done in the spring.

#### 5. New Business

- **B.** Review and take action on request to formalize process for Library Director's evaluation.
  - Personnel and Policy committee will work on procedural outline for next year,
- **C.** Review and take action on the Jefferson County Library Contract.

Board reviewed contract.

\*\*\*MOTION #3 PER Burke seconded per O'Neill to approve Jefferson County Library Contract with the Watertown Public Library

Votes to approve: Oudenhoven, O'Neill, Burke, Lapin, Rodriguez, Koppes Motion carried.

- **D.** The Board of Trustees will convene into Closed Session under Exemption 19.85(1)c for the purposed of "considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. Library Director Evaluation.
- \*\*\*MOTION #4 per Lapin, seconded by Oudenhoven to move into closed session.

  Votes to approve: Oudenhoven, O'Neill, Burke, Lapin, Rodriguez, Koppes.

  Motion carried.

Board of Trustees reviews performance eval of Peg Checki, Library Director.

- E. Reconvene to open session
- \*\*\*MOTION #5 per O'Neill, seconded per Lapin to return to open session.

  Votes to approve: Oudenhoven, O'Neill, Burke, Lapin, Rodrigues, Koppes.

  Motion carried.
  - F. Review and take action on 2023 Compensation for Library Director
    - Recommendation per City of Watertown is for a 1.5% Cost of Living raise and a 2.5% salary increase if employee has a satisfactory review. For a total of a 4% raise.
- \*\*\*MOTION #6 per O'Neill, seconded per Burke to approve a 1.5% Cost of living raise and a 2.5% salary increase (total 4%) to Peg Checki, Library Director in 2023.

  Votes to approve: O'Neill, Burke, Lapin, Rodriguez, Oudenhoven, Koppes.

  Motion carried.
  - **G.** Review and take action on proposed Library Director's carryover vacation request.
    - Board Discussion, no action taken.
  - **H.** Review and take action on updated designs for outdoor library signage.
- \*\*\*MOTION #7 per Burke, seconded per Rodriguez to table this decision.

  Motion carries per voice acclimation.
  - **I.** Review and take action on proposed payroll resolution adjusting the annual salary or hourly rates to be paid to library personnel for dates effective January 1, 2023.

\*\*\*MOTION #8 Per Rodriguez, seconded per Burke to approve a 1.5% cost of living raise and a 2.5% Salary increase (total 4%) to library personnel for dates effective January 1, 2023.

Votes to approve: Burke, Lampe, Lapin, Rodriguez, Oudenhoven, O'Neill, Koppes Motion carries.

#### 6. Director's Report

Peg Checki shares her report with the Board.

#### 7. President's Report

Chris Koppes reports that he has sent letters to the City of Watertown, Dodge County and Jefferson County thanking them for their support of the library.

#### 8. Personnel and Policy

- **A.** Review and take action on Resolution 2022-9 Primavera Romero Montoto: Part-time Library Assistant.
  - No action taken as Mr. Montoto has quit.
- 9. Review and take action on Consent Agenda Items

\*\*\*MOTION #9 per Oudenhoven seconded per Rodriguez to approve the consent agenda:

- Library Board Minutes: November 10, 2022
- Library Expenditures and Finances
- Library Expansion Expenditures and Revenues

Votes to approve: Lapin, Rodriguez, Oudenhoven, O'Neill, Burke, Lampe, Koppes Motion carries

#### 10. Adjournment.

\*\*\*MOTION #10 per Burke, seconded per Lapin to adjourn meeting at 8:45pm.

Motion carries per voice acclimation.

These meeting minutes stand as uncorrected until approval at next Board of Trustee meeting.

Next Meeting Date: January 12, 2023, 5:30 pm.

Respectfully submitted, Kate Lapin

#### Watertown Tourism Commission Meeting Minutes December 8 2022

Section 7, Item D.

The following Tourism Commission members were present via Zoom Meeting or in person at Waterlown City Tran. Conrad Talaga (8:06 am to 8:56am) Cheryl Mitchell, Aaron David, Kristine Butteris and Peter Wright (until 8:25am) Also present; Robin Kaufmann Tourism Manager, Chamber of Commerce Executive Director Bonnie Hertel, Jonathan Lampe Council Member

- 1. The meeting was called to order by Aaron David at 8:01 am.
- 2. Review & Approve November Minutes. Peter Wright made a motion to approve the minutes and Aaron David seconded the motion. The Commission voted to approve the minutes.

#### 3. Old Business:

- a. Financial Report: Robin Kaufmann reported Month to Date information as of 11/30/22 Motion to approve the financials was made by Kristine Butteris and seconded by Peter Wright. The Commission voted to approve the financials.
- b. Marketing Plan review and take possible action on marketing plan
  - 1. 2022 Visitor Guides The deadline for submission is February
  - 2. Ad Opportunities: Nothing to report
- c. Review and take possible action on Mural Restoration projects: Draeger's mural is complete the Tourism Manager hosted a check passing ceremony for the Tourism Grant. The post received lots of views on Facebook from out of town guests.

#### d. Hotel Stay updates:

October occupancy nationally was 67-68%. Wisconsin south market was 60.4%. Local Market was 66% November occupancy nationally was 50.5%. Last year, occupancy nationally hit an all time high for the week of Thanksgiving and occupancy was 53.5%. Local market 2022 occupancy was approximate 49%. Business in the area providing room nights were the Jefferson Solar project, KFC opening, Harvesting and general business.

#### 4. New Business

- Discuss and take possible action on Tourism Impact Award
   During the annual Chamber of Commerce dinner, the Tourism Commission will present a Tourism Impact
   Award to an individual or organization. The Commission has unanimously decided to present the award posthumously to Augie Tietz.
- b. Discuss and take possible action on payroll tax refund: The Chamber of Commerce/Tourism Commission applied for and received funds from the CARES Act. The commission will discuss the distribution of the funds in another agenda item from this meeting.
- c. Review Manager's report of previous month's tasks: Attached
- d. Commission members' report: December 3<sup>rd</sup> National Guards training and holiday party. December 9 and 10 Dance Competition at Watertown High School. CP Rail Train on December 9<sup>th</sup>. December 27-28 Basketball tournament at Watertown High School.
- e. Discuss and take possible action on Tourism Manager pay and hours. The Tourism Manager left the meeting at this time.

Tourism Manager Robin Kaufmann currently earns a salary based on a 30-hour work week. To meet the demands of the position, 30 hours per week have been regularly exceeded. In 2023, the Tourism Manager will be helping to promote the new Town Square and will be a committee member for the potential reimagined Watertown Riverfest. A motion was made by Conrad Talaga to increase the Tourism Manager position to 40 hours, include a 3% hourly wage increase and apply the funds received from the Cares

to help offset the salary increase. Cheryl Mitchell seconded the motion. The Commission voted to approve the motion.

Section 7. Item D.

The 2023 Budget was previously approved in October. A motion was made By Conrad Talaga to update the line item for the Tourism Manager's new salary and seconded by Kristine Butteris. The Commission voted to approve the motion.

A motion was made by Kristina Butteris to provide a \$2,000 year-end bonus to the Tourism Manager from the 2022 budget. Conrad Talaga seconded the motion and the Commission voted to approve.

f. Commission members report on upcoming events:

December 2<sup>nd</sup> – 3<sup>rd</sup> WI National Guard Holiday event.

December 9<sup>th</sup> CP Rail Christmas event

December 9<sup>th</sup> – Watertown High School Dance Event

December 27-28 Watertown High School Basketball Tournament

Adjournment – Motion to adjourn the meeting made at 8:56 am by Kristine Butteris and seconded by Conrad Talaga

#### Agenda items:

A reminder from Robin to have all requests for additions to the next meeting's agenda to her by the Tuesday the week before the meeting.

The next meeting will be at 8:00 am January 12, 2023, via Zoom or you may attend in person at Watertown City Hall NOTE: These minutes are uncorrected, and any corrections made thereto will be noted in the proceedings at which these minutes are approved.

Submitted by,

Cheryl Mitchell, Secretary

#### Social Media Report

Facebook: 63 new page likes (5899 likes/6668 followers) (Post reach 180,833)

Visitwatertownwi.com: 255 Views by 232 visitors Instagram: 3 new followers (1004 followers)

- Regularly posted to social media (Watertown, Dodge County, Jefferson County)
- Wrote blog articles for JCATC
- Attended JCATC Exec Committee Meeting and Board Meeting
- Attended Main Street Promotions Committee Meeting
- Represented Tourism at Wake-up Watertown
- Worked with web designer on structure of new visitwatertownwi.com
- Attended Chamber Annual Dinner planning meeting
- Attended Digital Media workshop
- Coordinated check presentation for Draeger's Floral mural
- Met with videographer to discuss direction of 2023 video shoots
- Visited businesses/events to take photos for future promos:
  - o Far Horizon Imports
  - Fuelify
  - Holiday Tree Lighting Ceremony
  - o Christmas Parade of Lights
  - o Interurban Trail
- Represented Tourism at Chamber member ribbon cuttings
  - o The Wellness Spa of Pine Hill Farm

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#### FINANCE/TRANSIT COMMITTEE MEETING MINUTES

#### **MONDAY, DECEMBER 12, 2022 AT 5:30 PM**

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

Members present: Mayor McFarland, Alderpersons Bartz, Davis, Lampe, and Ruetten

Others present: Finance Director Mark Stevens, Attorney Steven Chesebro, City Clerk Megan Dunneisen, Public Health Coordinator Carol Quest, Water/WW Manager Pete Hartz, Public Works Director Jaynellen Holloway, Acting Street Superintendent Stacy Winkelman, Recreation/Parks Director Kristine Butteris (via video), Lisa Schwartz, Matt Willmann, Ald. Will Licht, Michelle Bainbridge, Laurie Grosenick, Tom Hahn.

- 1. Call to order. Mayor McFarland called the meeting to order at 5:31 p.m.
- 2. Review and approve: A motion to accept the **minutes of the November 21, 2022**, meeting was made by Ald. Lampe, seconded by Ald. Davis, and approved unanimously by voice vote.
  - A motion to accept the **minutes of the December 6, 2022**, meeting was made by Ald. Davis, seconded by Ald. Lampe, and approved unanimously by voice vote.
- 3. Transit Fare Changes: The Transit Committee members were present to discuss its recommendation for two fare proposals: elderly/disabled from \$2.75 to \$3.00 and Out-of-town trips from \$8.50 to \$10.00. This will allow less necessity for loose change and take into consideration that transports out of town obviously removes the vehicle from aiding other requests for rides.
  - Finance Committee member Ald. Davis made the motion, supported by Ald. Ruetten, to pursue the next step of public notification for a **January 17, 2023 hearing date**. Approved by unanimous voice vote. Transit Commission member Mr. Hahn motioned, supported by Ms. Bainbridge, for the same date. Approved by unanimous voice vote of Transit Commission. Mr. Hahn motioned, seconded by Ald. Licht, to adjourn the Transit Commission meeting. Approved by unanimous voice vote of Transit Commission.
- 4. Review and take possible action: Kristine Butteris provided a review of the **position of Programming Event Coordinator** with the Parks, Recreation, and Forestry Department. Ald. Ruetten, seconded by Ald. Bartz, motioned to approve the advertisement of this position with a Grade K on the 2023 Pay Rate schedule. Approved by unanimous voice vote.
- 5. Review and take action: payroll resolution for 2023. The Section 2 language was modified to allow the Mayor to modify the pay chart to include any new positions budgeted for and approved by the Common Council as a grade consistent with the budgeted amount or to change a job title, provided the grade does not change. As well, department names have been removed from the Grade Order List to allow consistency with job titles across all departments. A motion was made by Ald. Ruetten, supported by Ald. Lampe, to recommend the resolution to the Common Council. Approved by unanimous voice vote.
- 6. Review and take action: **EMS Billing Write Offs**. Andrea Peters provided a list of ambulance billing write-offs because of statuses of deceased, unlocatable, or uncollectible. Ald. Davis moved, seconded by Ald. Bartz, to approve the write-off of \$31,302.96 for EMS billings. Approved by unanimous voice vote.

- 7. Review and take action: **Environmental Health Fee Schedule**. Carol Quest presented a resolution to update the Watertown/Jefferson County Environmental Health Consortium fee schedule. Reasoning:
  - a. Align our license categories to match the Department of Agriculture, Trade and Consumer Protection (DATCP). We are required to have licensing tiers set forth by the Wisconsin Food Code ATCP 75.
  - b. Update the DATCP reimbursement fee of 12% to our base fees
  - c. Adjusted late fees (mostly down) to a tiered approach dictated by applicable codes
  - d. Decreased transient/mobile inspection fees from \$50 to \$20

A motion was made by Ald. Lampe, seconded by Ald. Davis, to approve as presented. Approved unanimously by voice vote.

- 8. Review and take action: Ordinance to Amend Chapter 428 Article IV Annual Riverfest Celebration of the City of Watertown General Ordinances. A revision was presented to the committee at the meeting. Ald. Davis moved, seconded by Ald. Ruetten, to recommend to Common Council. Approved by voice vote with abstention of Ald. Lampe noted.
- 9. Review and take action: Approve the Resolution to Allocate Fund 12 (Riverfest Funds) to the organization dedicated to hosting Riverfest. Ald. Lampe introduced A Zimmerman, L Hulgan, K Pugh, R Kaufman as the lead individuals that are forming a WI non-profit organization to continue the Riverfest festival. Some of the changes in the works include collection of advance revenues from sponsorships and discounted pre-payments, cost savings efforts, new and engaging events (specialty food items, local branding, band scheduling, swag sales), and music genres for each day. A motion was made by Ald. Davis, supported by Ald. Ruetten, to recommend the resolution to Common Council with changes (wait for organization name, change specific dollar amount to be "remaining balance as of December 31," change "authorized to enter into an agreement" to "authorized to negotiate an agreement."). Approved by voice vote with abstention of Ald. Lampe noted.
- 10. Review and update: Wastewater Capital Improvement Plan 2022, provide awareness of aeration system upgrade project expense balance carry over into 2023. Pete Hartz provided a review of the status of project expense carry over. This project is funded with fund balance; there is no external borrowing.
- 11. Review and update: **Water Capital Improvement expense 2022**, provide awareness of an emergency purchase for a new HVAC furnace at the West Drinking Water Treatment Plant expense carry over into 2023. Pete Hartz provided a review of the status of project expense carry over. This project is funded with fund balance; there is no external borrowing.
- 12. Review and take action: **hire Aaron Giles** to fill the open vacancy with the wastewater team as the **Maintenance & Facilities Foreman** at Grade M, Step 1 [\$32.75/hr.], and permission to offer to alternative candidate if necessary. Ald. Ruetten moved, seconded by Ald. Lampe, as presented. Approved by unanimous voice vote.
- 13. Review and take possible action: **purchase street sweeper** from RNOW of West Allis, WI for \$282,774.50. The City currently runs one street sweeper. To meet the existing street sweeping requirements under the MS4 permit (Municipal Separate Storm Sewer System) and to capture additional phosphorus credit, a second sweeper will be necessary to perform street sweeping and catch basin cleaning operations year-round, weather permitting. The quote is a low bid of two received and less than the 2023 budgeted amount of \$300,000. Ald. Bartz moved, seconded by Ald. Ruetten, as presented. Approved by unanimous voice vote.

14. Review and take possible action: Approve hiring **Stacy Winkelman** for the **Streets Operations Manager** at Grade R, Step 1. Motion made by Ald. Bartz, supported by Ald. Ruetten, to approve hiring effective January 1, 2023. Approved by unanimous voice vote.

Note: Ald. Davis excused herself from the meeting at this time.

- 15. Review and take possible action: Approve hiring **Matt Willmann** for the **Streets Assistant Operations Manager** at Grade M, Step 1. Motion made by Ald. Ruetten, supported by Ald. Bartz, to approve hiring effective January 1, 2023. Approved by unanimous voice vote.
- 16. Review and take possible action: Approve hiring **Tom Nickels** as a **Streets Working Foreman** Grade J, Step 5. Motion made by Ald. Ruetten, supported by Ald. Bartz, to approve hiring effective January 1, 2023. Approved by unanimous voice vote.
  - Approve hiring **Jason Heller** as a **Streets Working Foreman** at Grade J, Step 4. Motion made by Ald. Bartz, supported by Ald. Ruetten, to approve hiring effective January 1, 2023. Approved by unanimous voice vote.
- 17. Review and take possible action: Approve hiring **Chris Newberry** for the **Public Works Project Manager** at Grade M, Step 3. Motion made by Ald. Ruetten, supported by Ald. Bartz, to approve hiring effective January 1, 2023. Approved by unanimous voice vote.

Note: Mark Stevens excused himself from the meeting at this time.

- 18. Review and take action: **Sale of PIN 291-0815-0624-004**. Steven Chesebro presented a purchase and sale agreement from **BASO Holdings** for a parcel of city-owned vacant land on E. Horseshoe Road adjacent to the BASO property. A motion by Ald. Lampe, seconded by Ald. Ruetten, was made to counter the offer with removal of Sections 9.1 and 9.2 (Risk of Loss) and adjustment of Section 12.14 from "Right of First Refusal" to "Right of Claim for Profits." Approved by unanimous voice vote.
- 19. 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. (Indoor Pool Agreement.) Ald. Bartz, supported by Ald. Lampe, moved to initiate closed session. Approved by unanimous roll call vote.
- 20. Reconvene to open session
- 21. Adjournment. Ald. Ruetten moved to approve adjournment, seconded by Ald. Bartz, and carried by unanimous voice vote.

Respectfully submitted,

Mark Stevens, Finance Director

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

#### Watertown Airport Commission 1741 River Drive, Watertown, WI 53094 (920) 261-4567 Meeting Minutes from Wednesday, December 14th, 2022

#### Attendance:

Bill Berger Present Alderman Bob Wetzel Present Dr. Terry Turke Present Tom Finnel Present Sean Lapp Present Jeff Baum, Airport Manager Present Tom Klug Present Steve Board Present

Others:

Krys Brown, Wisconsin Aviation – Present Eric Wegner, EAA Chapter - Present

Bill Berger called the meeting to order at 5:15 p.m.

- 1. A motion to approve the minutes from November 9th was made by Steve Board and seconded by Tom Klug. Motion carried.
- 2. A motion to approve the November bills in the amount of \$11,721.05 was made by Tom Klug and seconded by Sean Lapp. Motion carried.
- 3. Managers' Report
  - Handed out the Monthly Airport Use report.
  - WI Aviation would like to thank those who attended our holiday party.
  - The EAA chapter held a Safety Seminar in the main hangar and had 40-50 attendees.
  - We had a deer strike on the runway. There was damage to the aircraft and the pilot was fine. It did make a mess on the runway.

#### 4. Old Business:

- Boomer Street The FAA did a Sharpe exercise (a short version of where the location of Boomer Street should be moved to) and determined they did not see an issue with it being as far north as possible, but did indicate that it has to go to a higher level of the FAA up to get a final determination. The good news is the relocation should be able to be moved back to 2023.
- The letter of exemption on the water fees to be sent to the appropriate committee at City Hall was approved by the Airport Commission to send to the City.

#### 5. Adjournment:

• There being no further discussion, a motion for adjournment was made at 6:05 P.M. by Dr. Terry Turke and seconded by Tom Klug.

Respectfully submitted by: Krys Brown

<sup>\*</sup>Minutes are submitted unapproved\*

#### LICENSING BOARD

#### Thursday, December 14, 2022

The Licensing Board met on the above date at 4:15 p.m. in person at the Municipal Building 106 Jones St in Room 0041 and via GoToMeeting. The following members were present: Mayor McFarland, Ald. Bartz, Ald. Smith, Cheri Martin, and Erin Schroder. Staff present were: Police Chief Robert Kaminski, City Attorney Steven T. Chesebro, and Deputy Treasurer/Clerk Sheri Larson.

- 1. Call to order: Mayor McFarland called the meeting to order at 4:15 p.m.
- 2. **Review and approve minutes:** Ald. Smith moved to approve the minutes of November 10, 2022, and as presented, seconded by Ald. Bartz, and carried by unanimous voice vote.

#### 3. Business:

- A. Review and Take Action: Application for "Class B" Malt and Liquor License for The Range LLC D/B/A Kiss My Axe located at 107 E. Main Street, Watertown WI 53094 (Agent, Jorge Monterrey). Ald. Smith moved to approve the license for the lower and main level, seconded by Ald. Bartz. After further discussion by Licensing Board regarding potential concerns, motion carried by voice vote: Yes-4; No-1.
- B. **Review and Take Action:** Agent change for Walmart, 1901 Market Way, Watertown WI 53094 to Michael Rupnow. Ald. Smith moved to approve the change, seconded by Martin and carried by unanimous voice vote.
- C. Review: Police Report from Police Department. The chief provided a report. Brief discussion on requiring operational cameras in licensed establishments. Further internal discussion required.
- D. **Review:** Special Events Report from Clerk's Office. A report was provided. No questions. Internal update we're reviewing.
- E. **Review:** Operator's List from Clerk's Office. A report was provided and there were no questions.
- 4. **Adjournment:** Martin moved to adjourn the meeting, seconded by Ald. Bartz, and carried by unanimous voice vote at 5:07 p.m.

Respectfully submitted,

Sheri Larson, Deputy Treasurer/Clerk

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



# FINANCE COMMITTEE MEETING MINUTES TUESDAY, DECEMBER 20, 2022 AT 6:45 PM

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

Members present: Mayor McFarland, Alderpersons Bartz, Davis, Lampe, and Ruetten Others present: Finance Director Mark Stevens, Attorney Steven Chesebro, Alds Romlein and Smith

- 1. Call to order. Mayor McFarland called the meeting to order at 6:45 p.m.
- 2. Year-end review of expenditures has taken place. A list of accounts with both available funds from spending less than anticipated and other accounts where expenses exceeded the original budget has been compiled. There's an estimated \$250,000 in savings expected. Ald Davis moved, seconded by Ald Bartz, to recommend that City Council approve the amendment of the 2022 General Fund budget as presented. Approved by unanimous voice vote.
- 3. **2022** incomplete projects: There are a few expenditures budgeted for 2022, but projects were not able to be completed during the year. Ald. Ruetten moved, supported by Ald Lampe, to recommend to City Council the amounts presented be carried forward from the 2022 budget into the 2023 budget for purchases to be completed in 2023. Approved by unanimous voice vote.
- 4. **Adjournment**. Ald. Ruetten moved to approve adjournment at 6:49 pm, seconded by Ald. Bartz, and carried by unanimous voice vote.

Respectfully submitted,

Mark Stevens, Finance Director

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

#### Section 7, Item I.

#### **PUBLIC SAFETY & WELFARE COMMITTEE**

January 4, 2023

The Committee met at 5:00 p.m. in Room 2044 of the Municipal Building. Members present were Alderpersons Davis, Licht and Smith. Also in attendance were Assistant Police Chief Olsen, Assistant City Engineer Beyer, and Street Division Operations Manager Stacy Winkelman. The following citizens were present: Julianne Wedl, Michele Altman, and Harry Shah.

- 1. Roll Call: All Committee members were present except Ald. Schmid.
- 2. Receive comments from the public: No person wished to speak at this opportunity in the agenda, but preferred to wait until their item of interest was being considered.
- **3. Approval of Minutes:** The minutes for the November 2<sup>nd</sup> meeting had already been presented to the City Council without correction so those minutes were simply noted at this point in the agenda.
- 4.A Review and take possible action: An Ordinance to repeal a portion of Section 500-6 Parking Limitations. A. (2) No parking in loading zones. The property owner at 217 N. Fifth Street requested that the loading zone located on Jones Street near N. Fifth Street, and adjacent to her property, be removed to allow for conventional street parking. The loading zone was created in 2014 at the request of the former property owner/business, The Kid's Palace, which no longer operates at 217 N. Fifth Street. There was no opposition to this change. Ald. Licht made a motion, seconded by Ald. Davis, to make the requested change to the parking designation. The motion passed unanimously. ACTION: An ordinance will be presented.

Agenda Item C, without objection, was moved up for the convenience of those attending the meeting.

- 4.C Review and take possible action: Safety improvement at the intersection of E. Main Street & Seventh Street. The business owner at 621 E. Main Street contacted the Engineering Division about safety concerns regarding the crosswalks at the intersection of S. Seventh Street and E. Main Street. The intersection is jogged, creating potential hazards, especially for pedestrians. Special signage was added at these crosswalks to enhance safety several years ago. The concern for safety continues and the inquiry sought to promote additional safety improvements. Improvements at these intersections will very likely be made in the 2028 Downtown Main Street Reconstruction Project by the WDOT. While only two property accidents have occurred at the 7th Street intersection during the past five years, there have been many close calls and it is well recognized that automobiles too often fail to stop for pedestrians in the crosswalks. Assistant Police Chief Olsen will push officers to focus on drivers who fail to stop for pedestrians in the crosswalks throughout the downtown area. It was the consensus of the committee that rectangular rapid-flashing beacon signage was prohibitively expensive (over \$10,000 each). The option of continental crosswalk installation was very well received but would be far more effective if it was to be installed throughout the downtown at each crosswalk. To further that goal, the Committee wishes to go on record with the recommendation that continental crosswalks be installed throughout the downtown during the 2028 reconstruction. Ald. Licht made a motion, seconded by Ald. Davis, to forward such a recommendation to the Wisconsin DOT and the Watertown Main Street Reconstruction Committee. This motion carried unanimously. ACTION: Following endorsement of this recommendation by the full City Council, the Engineering Division will forward these minutes to the WDOT.
- **4.B Review and take possible action:** An Ordinance to Amend Section 500-9 Parking prohibited in specified places. A portion of S. Water Street between W. Main Street and Emmet Street was narrowed as part of the 2022 Town Square/S. Water Street Reconstruction Project. It is important that parking in the narrowed portions of S. Water Street be removed for the safe passage of the traveling public. Designated street parking on the reconstructed section of S. Water Street was incorporated into the design and will remain. Ald. Licht made a motion, seconded by Ald. Davis, to restrict parking in the narrowed areas of S. Water Street. This motion carried unanimously. **ACTION:** An ordinance will be presented.

There being no further business to come before the Committee, a motion was made by Alderperson Davis, seconded by Alderperson Licht, to adjourn. The motion carried unanimously.

Respectfully submitted,

Fred Smith, Chairman

The following Tourism Commission members were present via Zoom Meeting or in person at Watertown City Hall: Conrad Talaga, Aaron David, Kristine Butteris, Steve Board, and Peter Wright Also present; Robin Kaufmann Tourism Manager, Chamber of Commerce Executive Director Bonnie Hertel, Jonathan Lampe Council Member

- 1. The meeting was called to order by Aaron David at 8:00 am.
- 2. Review & Approve November Minutes. Peter Wright made a motion to approve the minutes with a correction to New Business (4)(b). The commission will not need further discussion on distribution of CARE Act funds. The distribution of funds was decided at the December meeting under (4)(e). Steve Board seconded the motion. The Commission voted to approve the minutes.

#### 3. Old Business:

- a. Financial Report: Robin Kaufmann reported Month to Date information as of 12/31/2022 Motion to approve the financials was made by Steve Board and seconded by Peter Wright. The Commission voted to approve the financials.
- b. Marketing Plan review and take possible action on marketing plan
  - 1. 2022 Visitor Guides: Robin created and submitted content for the Wisconsin Bike Trail Guide. Edits are being made on the 2023 Watertown Visitor Guide.
  - 2. Ad opportunities: Nothing to report
  - 3. Website build: Robin has seen a preview of the new site and is very happy with the look and functionality. She will be attending training to manage and create content on the site.
  - 4. Video production: H&I Collective began shooting footage in Watertown on December 9<sup>th</sup>. Isaiah filmed a winter disc golf segment and covered the CP Holiday Train. He will be filming retailers at the upcoming Downtown Open House on January 28<sup>th</sup>, and will film outdoor recreation on the same day if the weather permits.
- c. Review and take possible action on Mural Restoration projects: Nothing to report

#### d. Hotel Stay updates:

December 2022 National occupancy average approximately 53.52% compared to December 2019 National occupancy average of 52.71%. December 2022 APPROXIMATE Local Market occupancy 41.92% (Local Market = 8 hotels that report to the STAR report in Watertown, Johnson Creek, Jefferson and Fort Atkinson) Wisconsin December end of month hotel data will be available next week. The local market is predicted to end up being around 8-10% less in occupancy for the month. Occupancy Factors for local market in December: \*Christmas week was down from last year due to bad weather conditions and flight cancellations. There were many cancellations.

\*First two weeks of December were good. Occupancy average was over 50%. Weather was good and there were local events on weekends (Dance Event, National Guard Training, CP Xmas Train, Wedding) January forecast is slow. No events on weekends and corporate business is down from last year.

#### 4. New Business

- a. Discuss Watertown Riverfest 2023 Plan and objectives: A new nonprofit corporation is being established to organize Watertown Riverfest. Members of the corporation include Jonathan Lampe, Karah Pugh, Robin Kaufmann, Alyse Talaga, and Aaron Zimmerman. In addition to going through a formal organization process, the group is creating attractive sponsorship opportunities, and gathering current and past volunteers to operate the 2023 event.
- b. Discuss and take possible action on Watertown Riverfest sponsorship opportunity: Tabled for a future agenda

- c. Discuss and take possible action on mapme.com opportunity: Steve will research how map from google maps and other free map resources. He will also look into how participating crues are advertising the service in their communities.
- d. Review Manager's report of previous month's tasks: Attached
- e. Commission members' report: Great Lakes Music Festival at MBU at the end of January. Dorms are full, so any additional guests will be directed to area hotels. MBU is hosting a large Leadership Conference March 9-10. Speakers will be coming from out of state to present. The event is open to the public.

Adjournment – Motion to adjourn the meeting made at 8:46 am by Steve Board and seconded by Conrad Talaga

#### Agenda items:

A reminder from Robin to have all requests for additions to the next meeting's agenda to her by the Tuesday the week before the meeting.

The next meeting will be at 8:00 am February 9, 2023, via Zoom or you may attend in person at Watertown City Hall NOTE: These minutes are uncorrected, and any corrections made thereto will be noted in the proceedings at which these minutes are approved.

Submitted by,

Robin Kaufmann, Director of Tourism

#### Manager's Report – December

Section 7, Item J.

#### Social Media Report

Facebook: 68 new page likes (5968 likes/6794 followers) (Post reach 143,262)

Visitwatertownwi.com: Transitioning to new site Instagram: 3 new followers (1007 followers)

- Regularly posted to social media (Watertown, Dodge County, Jefferson County)
- Wrote blog articles for JCATC
- Attended JCATC Exec Committee Meeting and Board Meeting
- Represented Tourism at Wake-up Watertown
- Worked with web designer on new visitwatertownwi.com
- Participated in several Watertown Riverfest planning meetings
- Attended Chamber Annual Dinner planning meeting
- Created and submitted content for Wisconsin Bike Trail Guide (2-pages written content, 1-page ad, 1-page map of Interurban Trail)
- Visited businesses/events to take photos for future promos:
  - All windows in Watertown Window Wonderland
  - o CP Holiday Train
  - Lights on Pleasant Heights
  - o Check presentation at Draeger's Floral
  - Chamber ribbon cutting at Rampage
- Represented Tourism at Chamber member ribbon cuttings
  - o The Wellness Spa of Pine Hill Farm



# Office of the Mayor

# Memo

**To:** Common Council

From: Mayor McFarland

**Date:** January 11, 2023

**Re:** Town Square Update

Common Council Members,

Below is a summary of the Town Square progress.

- ❖ The steel guardrails along the river and hand railings at the staircases have been installed.
- ❖ Electrical service is getting closer to being done. The interior panel has been installed; waiting on breakers to come.

Thank you,

Mayor McFarland



# **Watertown Fire Department**

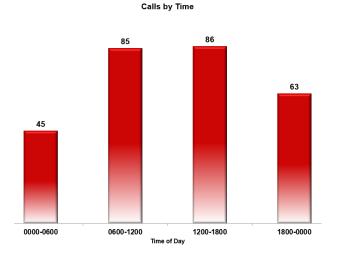


**Monthly Report December 2022** 



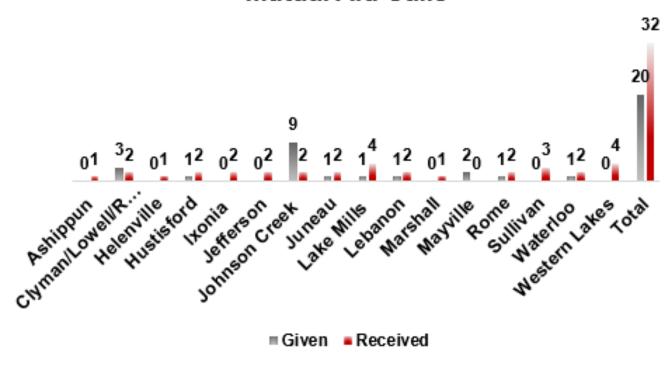
# Watertown Fire Department Monthly Report

Call Breakdown		
Medical Calls	227	
Fire Calls	33	
Haz-Mat Calls	7	
MVC Calls	12	
TOTAL CALLS	(Record Month) 279	
Total Calls YTD 2022	(Record) 2841	
Total Calls YTD 2021	2755	



Simultaneous Calls		
2 <sup>nd</sup> out calls	62	
3 <sup>rd</sup> out calls	10	
4 <sup>th</sup> out calls	2	
Total	74	
<b>27%</b> of the time we had multiple calls		

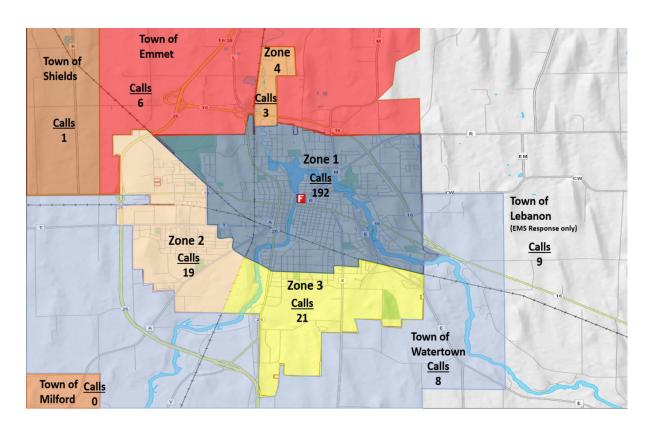
## **Mutual Aid Calls**





# Watertown Fire Department Monthly Report

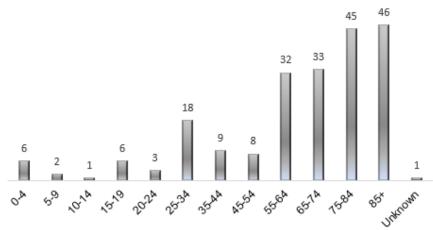
Response Times						
Zone	Turnout Time			Response Times		
	Time from alarm to out the door			Time from alarm to arrival		
	EMS	Fire	Combined	EMS	Fire	Combined
Zone-1	1:36	1:46	1:37	4:53	4:33	4:52
Zone-2	1:43	1:17	1:37	6:45	5:56	6:35
Zone-3	1:23	1:32	1:25	7:05	8:39	7:29
Zone-4	1:15	-	1:15	6:11	-	6:11
Zone- 11 Milford	-	-	-	-	-	-
Zone- 12 Town of Watertown	1:34	3:18	1:49	8:15	12:18	8:50
Zone- 13 Emmet	1:02	1:16	1:07	9:27	8:28	9:07
Zone- 14 Shields	-	-	-	=	-	-
Zone- 15 Lebanon	:50	N/A	N/A	8:55	N/A	N/A
Delay due to Simultaneous Calls	3:04 5:46					
*Department Standards- Turnout - 60 sec EMS/80 Sec Fire- Response- Fire & EMS 6 minutes*						



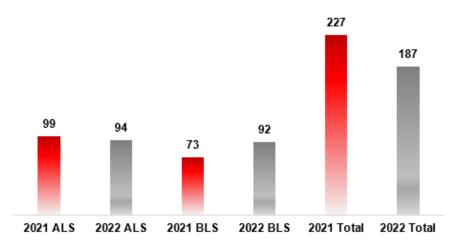




#### **Patient Contact By Age**



## **Emergency Medical Calls**

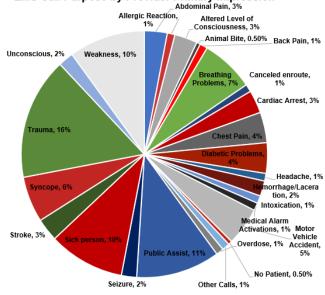


\*Includes Lift Assists, MVCs, etc.

# WATERTOWN FIRE DEPARTMENT AMBULANCE

# WATERTOWN Opportunity runs through it.

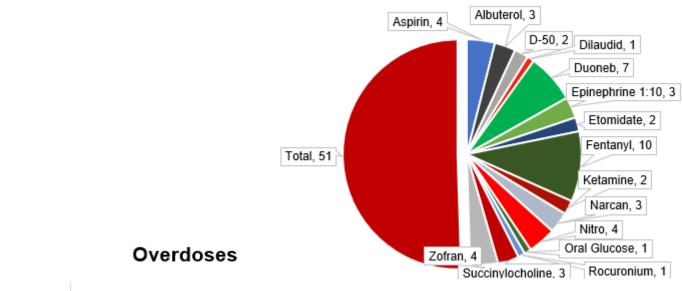
#### **EMS Call Purpose by Provider Primary Impression**

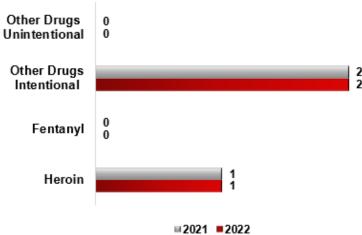


<sup>\*</sup>Traumatic injuries includes Lift Assists, MVCs, falls, trauma related

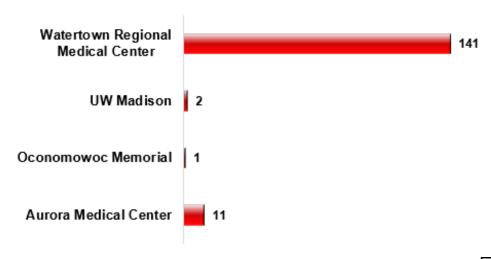


## **Medications Administered**





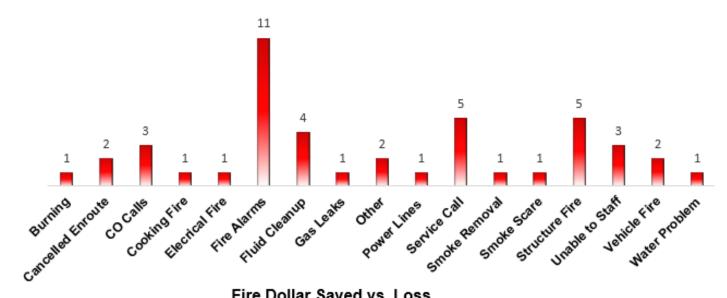
## **Hospital Transports**



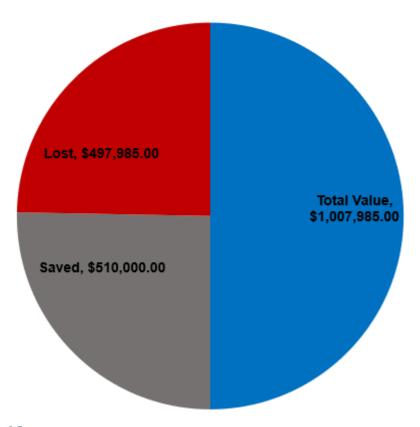




### Fire/Haz-Mat Calls



Fire Dollar Saved vs. Loss







# Watertown Fire Department Monthly Report

## For the month of December, department members trained on the following:

#### **Engine Company**

Reading Smoke, Building Construction, and Scene Size Up

#### **Truck Company**

RIT Review-Firefighter Down Procedures
FAST Board, RIT Airbag and Webbing

#### **Rescue Company**

Haz-Mat Review

#### **EMS Training**

**Endocrine Diabetes** 

Total A Shift Training Hours	46.25
Total B Shift Training Hours	59.5
Total C Shift Training Hours	82.25
Total Shift Training Hours	188











Total Hours

239.75

57.5

47.5

103.75

10.5 20.5

Certificate of Training

the order day

the models reconstruction for

0



0



0

## December 17- Reflect Readiness Training

Elks Lodge, Watertown

Watertown Fire Department hosted an all day training

presented by Corley Moore on topics of leadership and culture. Members from nearby fire departments also attended.



## December 13th, 14th & 16th Airway Training

Watertown Regional Medical Center, Watertown

The crews met with Respiratory Therapist Lisa Maertz for training on airway management, croup vs. RSV, ventilators, and pediatric and adult respiratory symptoms.









# Watertown Fire Department Monthly Report





10 Smoke Detectors Installed



**4** Station Tours



**5** CO Detectors Installed



**7** Community Events



11 Changed Batteries



1 Fire Drill Conducted



1 Student/Public Rider



**2** CPR Classes



1 Public Speaking Event



1,281 Outreached Citizens
21 Contact Hours

## **Watertown Fire Department Monthly Report**

## **Community Healthcare Coalition Events**

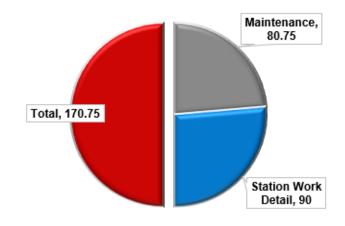


- **Community Healthcare Coalition Contacts**
- Unsafe Situation Awareness
- Wellness Clinics/Immunizations
- Community Resource Referals

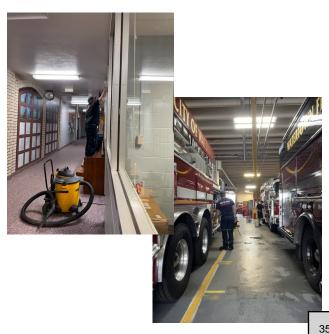


- Unsafe Situation Awareness
- Wellness Clinics/Immunizations
- Community Resource Referals

#### Maintenance & Station Work Hours





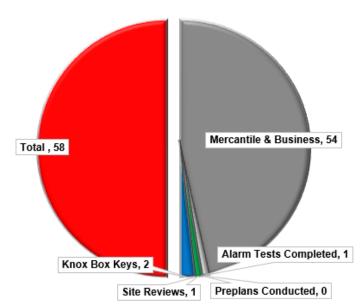


# Watertown Fire Department Monthly Report



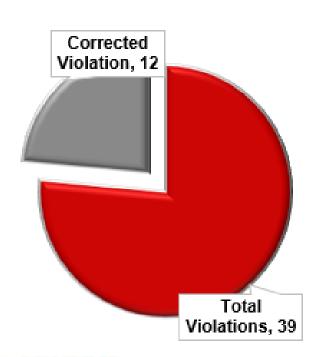
#### Inspections/ Alarm Tests

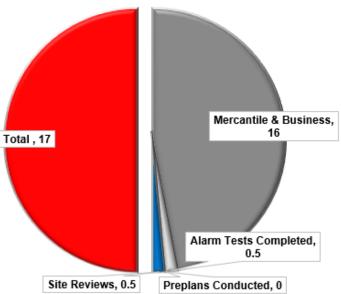


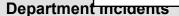


## Total Hours on Inspections/Tests

## **Violations**









## Watertown Fire Department Monthly Report

### **December 9th- Structure Fire**

100 Western Ave., Watertown
E61, E62, Truck 71, Med 54, 4101 and
4102 responded to a residence on fire.
Mutual Aid was requested and then
upgraded to a MABAS Box Alarm. Crews
were on scene for a little over 5 hours.
There were three casualties as a result
of the fire. Thanks for all of the other
departments that responded and helped.



### **December 10th- Shed Fire**

W9391 Meadow Rd., Clyman E61responded to a Mutual Aid request for a shed fire for relay operations. The crew was on scene for three and a quarter hours.

### December 25th- Structure Fire

W8335 Ebeneezer Rd., Watertown E61, T91, Med 54 and 4102 responded to a barn fire. A MABAS Box Alarm was sent out for Mutual Aid. Crews were on scene for four and a half hours. No human casualties, but some livestock was lost.



### **December 27th-Interviews**

Watertown Fire Dept.

Interviews were conducted to fill the new open positions within the Fire Department.





## Watertown Fire Department Monthly Report

### **December 9th- Holiday Train**

Brandt Quirk Park, Watertown Med 54 attended the holiday train and concert at Brandt Quirk.



### December 14th &16th- Bell Ringing

Ace Hardware & Pick 'N Save., Watertown The crew rang the Salvation Army bells at various locations in town.



Watertown Fire Dept., Watertown St. Luke's Church youth delivered dinner to the on duty crew to show appreciation for all they do.





### **December 16th- Food Pantry Transport**

Lincoln STEM, Watertown

The crew helped load food donations collected by the Lincoln STEM students and delivered them to the Watertown Food Pantry.





# W.

## Watertown Fire Department Monthly Report

## December – Gingerbread House Competition

Watertown Fire Department
Each of the crews made a gingerbread house to be voted on via
Facebook. Congratulations to B
Crew on winning.

## December – Door Decorating Contest

### Watertown

The City of Watertown held a door decorating contest for all departments within the city. Congrats to the Fire Department for winning.











## December 7th– Holiday Staff Breakfast

514 S. 1st St., Watertown The crew popped in to the Senior Center to enjoy the staff holiday breakfast. The Deputy and Fire Chief were among the Dept. Leaders that helped serve the food.



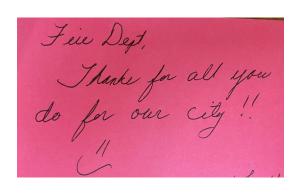


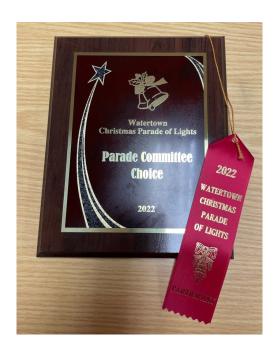


## Watertown Fire Department Monthly Report

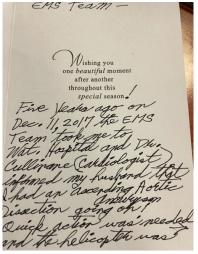
# You've Been Caught Doing an Outstanding Job!

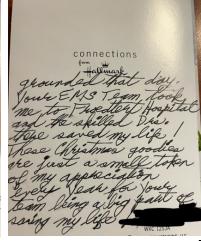
to the heroic angels who to All the void. walk among uswith all my love I never learned your names nor saw your faces, but I gratituse, appreciation will never forget you. you and respect Saved my life + were there for me or my small family within moments of me asking for help. you saw me at my absolute worst yet weated me with the utmost dequity Hispict a compassion. To the woman who asked it she could pull my hair back - thank mank you for all of that por for reading my mind. do all day, every day. I'm so somy I never got to thank you in person but Happy Holidays to you I hope this letter can help - yours &















## **YEARLY CONSTRUCTION TOTALS - 2022**

Simple Family (Find) (F	Type of Bldgs.	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total
[#19] A Raingle Free Collection 50,772.0  \$100,800.00  \$1					•	- ,		,	- 3			-		
Part		3	_		4	4	0	0	1	0	4	_		16
Security		3	0		4	4	U	U	'	U	ı	'		16
Pees Collected   S1,179.26   S2,207.50   S1,005.26   S1,010.50														
Display 193														\$4,123,603.00
Page Collected		\$3,179.25		\$2,237.50	\$4,025.25	\$4,931.75			\$1,127.75		\$1,070.50	\$1,010.50		\$17,582.50
Fees Collected											1			1
Set Family 1946											\$300,000.00			\$300,000.00
Fees Collected	Fees Collected										\$1,350.00			\$1,350.00
Fees Collected														0
5 - Family 4050   Fees Collected   Fees	Estimated Cost													\$0.00
Fees Collected	Fees Collected													\$0.00
Fees Collected	5 + Family #105													0
Estimated Cost	Estimated Cost													\$0.00
Estimated Cost	Fees Collected													\$0.00
Fees Collected   Hospitals &														0
Fees Collected   Hoophtels & Institutional 8223														\$0.00
Hoopitals 4   Institutional 923														\$0.00
Institutional #333   Estimated Cost														
Estimated Cost														0
Professional Bidgs, 8324														\$0.00
Bidgs, 8224	Fees Collected													\$0.00
Estimated Cost   S1,422,141,00   S1,422,141,	Professional													1
Feet   Strong   Customer   Services 9327				1										•
Stores   S	Estimated Cost													\$1,442,141.00
Services #327				\$1,705.00										\$1,705.00
Estimated Cost			_		,									5
Fees Collected			1		1	1	1		1					A
Sheds/Norres   1														\$1,090,000.00
### S2850.00   \$14,000.00   \$21,000.00   \$21,000.00   \$48,684.00   \$21,086.00   \$14,000.00   \$48,684.00   \$21,086.00   \$14,000.00   \$48,684.00   \$21,086.00   \$14,000.00   \$48,684.00   \$21,086.00   \$14,000.00   \$48,684.00   \$21,086.00   \$21,080.00   \$20,041.00   \$20			\$1,498.00		\$4,850.00	\$1,450.00	\$1,303.00		\$550.00					\$9,651.00
Estimated Cost   \$2,650.00   \$14,000.00   \$21,100.00   \$6,500.00   \$48,884.00   \$22,086.00   \$11,900.00   \$41,400.00   \$16,500.00   \$15,000.00   \$800.00   \$20,000.00   \$20,		1	2	4	2	6	7	2	7	5	2		1	42
Fees Collected   \$80.00   \$198.00   \$370.00   \$132.50   \$832.20   \$836.00   \$245.00   \$881.50   \$468.00   \$262.50   \$139.00   \$80.00   \$482.50   \$480.00		\$2.6E0.00	\$14,000,00	¢24 400 00	\$6 F00 00	\$49.694.00	\$21,096,00	\$11,000,00	£41 400 00	\$16 F00 00	3 900 00 00 000 00	£15,000,00	1 000 000	\$202,420.00
Cazebos/Shelter   #329														
Estimated Cost		\$80.00	\$198.00	\$370.00	\$132.50	\$832.20	Φ030.00	\$245.00	JC.180¢	\$408.00	\$202.50	\$139.00	\$80.00	\$4,124.70
Estimated Cost					1				1					2
Fees Collected   \$450.00   \$450.00   \$0.00					\$4,600,000,00				\$35,000,00					\$4,635,000.00
Residential Add. & Alts. #434														\$450.00
Atts. #434 9 1 1 16 13 19 21 5 13 11 9 5 6 Estimated Cost \$146,626.00 \$75,000.00 \$20,000.00 \$20,000.00 \$21,000.00 \$20,000.00 \$21,000					ψ100.00				ψο.σο					
Fees Collected   \$1,206.65   \$770.75   \$2,604.65   \$2,754.17   \$2,187.00   \$2,163.25   \$567.00   \$1,478.75   \$1,852.20   \$1,396.00   \$1,149.90   \$1,202.75   \$15     Nonres, Addhs & Alts. #437		9	1	16	13	19	21	5	13	11	9	5	6	128
Fees Collected   \$1,206.65   \$770.75   \$2,604.65   \$2,754.17   \$2,187.00   \$2,163.25   \$567.00   \$1,478.75   \$1,852.20   \$1,396.00   \$1,149.90   \$1,202.75   \$15     Nonres, Addns & Alts. #437		\$14 <u>6,626.00</u>	\$7 <u>5</u> ,000. <u>00</u>	\$521,577.00	\$369,790.00	\$131,595 <u>.00</u>	\$309,730.00	\$136,000. <u>00</u>	\$230,412.00	\$254,500.00	\$291,652.00	\$138,000 <u>.00</u>	\$134,495.00	\$2,739,377.00
Nonres, Addns & Alts. #437			\$770.75											\$19,333.07
Estimated Cost \$480,000.00 \$449,789.00 \$100,000.00 \$94,000.00 \$12,000.00 \$2,100,000.00 \$30,000.00 \$30,000.00 \$354,000.00 \$7,400,000.00 \$95,000.00 \$11,114 Fees Collected \$3,062.70 \$1,393.00 \$300.00 \$1,250.00 \$584.50 \$1,579.80 \$275.00 \$744.70 \$3,855.00 \$2,040.50 \$15 Fees Collected \$3,062.70 \$1,393.00 \$100,000.00 \$1,250.00 \$584.50 \$1,579.80 \$275.00 \$744.70 \$3,855.00 \$2,040.50 \$15 Fees Collected \$32,000.00 \$124,000.00 \$1,748,816.00 \$108,549.00 \$108,5														19
Fees Collected         \$3,062.70         \$1,393.00         \$300.00         \$1,250.00         \$584.50         \$1,579.80         \$275.00         \$744.70         \$3,855.00         \$2,040.50         \$15           Res. Garages #438         1         2         5         3         2         2         6         6         4         6         2         2         6         9         8         8         2         2         6         9         9         8         8         9         9         8         9         9         8         8         9         9         8         8         9         9         8         8         9         9         8         8         9         9         8         8         9         9         8         8         9         9         8         8         9         9         8         8         9         9         8         8         9         8         8         9         8         8         9         9         9         8         8         9         9         9         9         9         9         9         9         9         9         9         9         9         9         9		2	1	1	4	2	1		1		3	1	3	_
Res. Garages #438  1 2 5 3 2 2 6 6  Estimated Cost \$32,000.00 \$124,000.00 \$1,748,816.00 \$108,549.00 \$54,000.00 \$39,500.00 \$260,000.00 \$260,000.00 \$2,331.50  Fees Collected \$235.00 \$698.00 \$2,490.00 \$686.00 \$418.00 \$450.00 \$2,331.50  O/S 1 1 6 5 5 1 2 6 4 10 5 5 5 3  Estimated Cost \$12,776.00 \$23,662.00 \$154,426.00 \$146,175.00 \$13,000.00 \$26,977.00 \$184,563.00 \$69,454.00 \$185,309.00 \$58,014.00 \$71,640.00 \$51,762.00 \$997  Fees Collected \$105.00 \$497.00 \$400.00 \$80.00 \$235.00 \$480.00 \$320.00 \$824.50 \$400.00 \$7820,940.00 \$240.00 \$270,894.00 \$100,800	Estimated Cost	\$480,000.00	\$449,789.00	\$100,000.00	\$94,000.00	\$12,000.00	\$2,100,000.00						\$95,000.00	\$11,114,789.00
Estimated Cost \$32,000.00 \$124,000.00 \$1,748,816.00 \$108,549.00 \$554,000.00 \$39,500.00 \$260,000.00 \$260,000.00 \$2,331.50 \$70.00 \$10.00 \$1.	Fees Collected	\$3,062.70	\$1,393.00	\$300.00	\$1,250.00	\$584.50	\$1,579.80		\$275.00		\$744.70	\$3,855.00	\$2,040.50	\$15,085.20
Estimated Cost \$32,000.00 \$124,000.00 \$1,748,816.00 \$108,549.00 \$554,000.00 \$39,500.00 \$260,000.00 \$260,000.00 \$2,331.50 \$70.00 \$10.00 \$1.	Res. Garages #438				_						_			21
Fees Collected         \$235.00         \$698.00         \$2,490.00         \$686.00         \$418.00         \$450.00         \$2,331.50         \$70           O/S         1         1         6         5         1         2         6         4         10         5         5         3           Estimated Cost         \$12,776.00         \$23,662.00         \$154,426.00         \$146,175.00         \$13,000.00         \$26,977.00         \$184,563.00         \$69,454.00         \$185,309.00         \$58,014.00         \$71,640.00         \$51,762.00         \$997           Fees Collected         \$105.00         \$497.00         \$400.00         \$80.00         \$235.00         \$480.00         \$320.00         \$824.50         \$400.00         \$479.00         \$240.00         \$4           TOTAL-EST.           COST         \$1,308,952.00         \$794,451.00         \$2,791,894.00         \$1,968,078.00         \$2,557,793.00         \$386,463.00         \$704,816.00         \$456,309.00         \$1,477,066.00         \$7,820,940.00         \$282,057.00           TOTAL-FEES         \$7,528.60         \$4,199.75         \$8,412.15         \$16,351.92         \$10,751.45         \$5,917.05         \$1,710.00         \$4,883.00         \$3,144.70         \$7,555.20         \$6,633.40 <td>J</td> <td></td> <td>1</td> <td>2</td> <td>5</td> <td>3</td> <td></td> <td>2</td> <td>2</td> <td></td> <td>6</td> <td></td> <td></td> <td></td>	J		1	2	5	3		2	2		6			
O/S         1         1         6         5         1         2         6         4         10         5         5         3           Estimated Cost         \$12,776.00         \$23,662.00         \$154,426.00         \$146,175.00         \$13,000.00         \$26,977.00         \$184,563.00         \$69,454.00         \$185,309.00         \$58,014.00         \$71,640.00         \$51,762.00         \$997           Fees Collected         \$105.00         \$497.00         \$400.00         \$80.00         \$235.00         \$480.00         \$320.00         \$824.50         \$400.00         \$479.00         \$240.00         \$4           TOTAL-EST.           COST         \$1,308,952.00         \$794,451.00         \$2,791,894.00         \$1,968,078.00         \$2,557,793.00         \$386,463.00         \$704,816.00         \$456,309.00         \$1,477,066.00         \$7,820,940.00         \$282,057.00           TOTAL-FEES         \$7,528.60         \$4,199.75         \$8,412.15         \$16,351.92         \$10,751.45         \$5,917.05         \$1,710.00         \$4,883.00         \$3,144.70         \$7,555.20         \$6,633.40         \$3,563.25         \$80,														\$2,366,865.00
Estimated Cost         \$12,776.00         \$23,662.00         \$154,426.00         \$146,175.00         \$13,000.00         \$26,977.00         \$184,563.00         \$69,454.00         \$185,309.00         \$58,014.00         \$71,640.00         \$51,762.00         \$997           Fees Collected         \$105.00         \$497.00         \$400.00         \$80.00         \$235.00         \$480.00         \$320.00         \$824.50         \$400.00         \$479.00         \$240.00         \$4           TOTAL-EST.         \$1,308,952.00         \$794,451.00         \$2,791,894.00         \$8,463,134.00         \$1,968,078.00         \$2,557,793.00         \$386,463.00         \$704,816.00         \$456,309.00         \$1,477,066.00         \$7,820,940.00         \$282,057.00           TOTAL-FEES         \$7,528.60         \$4,199.75         \$8,412.15         \$16,351.92         \$10,751.45         \$5,917.05         \$1,710.00         \$4,883.00         \$3,144.70         \$7,555.20         \$6,633.40         \$3,563.25         \$80,00			\$235.00	\$698.00	\$2,490.00	\$686.00			\$450.00					\$7,308.50
Fees Collected         \$105.00         \$497.00         \$400.00         \$80.00         \$235.00         \$480.00         \$320.00         \$824.50         \$400.00         \$479.00         \$240.00         \$400.00		1	1	6	5	1			4				3	49
TOTAL-EST.         \$1,308,952.00         \$794,451.00         \$2,791,894.00         \$1,968,078.00         \$2,557,793.00         \$386,463.00         \$704,816.00         \$456,309.00         \$1,477,066.00         \$7,820,940.00         \$282,057.00         \$29,011,000           TOTAL-FEES         \$7,528.60         \$4,199.75         \$8,412.15         \$16,351.92         \$10,751.45         \$5,917.05         \$1,710.00         \$4,883.00         \$3,144.70         \$7,555.20         \$6,633.40         \$3,563.25         \$80,000		\$12,776.00												\$997,758.00
COST \$1,308,952.00 \$794,451.00 \$2,791,894.00 \$8,463,134.00 \$1,968,078.00 \$2,557,793.00 \$386,463.00 \$704,816.00 \$456,309.00 \$1,477,066.00 \$7,820,940.00 \$282,057.00 \$704,816.00 \$1,477,066.00 \$7,820,940.00 \$282,057.00 \$1,477,066.			\$105.00	\$497.00	\$400.00	\$80.00	\$235.00	\$480.00	\$320.00	\$824.50	\$400.00	\$479.00	\$240.00	\$4,060.50
TOTAL-FEES \$7,528.60 \$4,199.75 \$8,412.15 \$16,351.92 \$10,751.45 \$5,917.05 \$1,710.00 \$4,883.00 \$3,144.70 \$7,555.20 \$6,633.40 \$3,563.25 \$80,														\$29,011,953.00
	COST	\$1,308,952.00	\$794,451.00	\$2,791,894.00	\$8,463,134.00	\$1,968,078.00	\$2,557,793.00	\$386,463.00	\$704,816.00	\$456,309.00	\$1,477,066.00	\$7,820,940.00	\$282,057.00	Ψ23,011,333.00
	TOTAL-FEES	\$7,528.60	\$4,199.75	\$8,412.15	\$16,351.92	\$10,751.45	\$5,917.05	\$1,710.00	\$4,883.00	\$3,144.70	\$7,555.20	\$6,633.40	\$3,563.25	\$80,650.47
TOTAL # UP FERWITS 204												TOTAL	# OF PERMITS	284

### **EXTRA NOTES:**

<sup>\*</sup>Building Permit #22-040 dated 03/08/22 voided - project not moving forward. Numbers above do not include said permit.

<sup>\*</sup>Building Permit #22-039 dated 03/08/22 voided - project not moving forward. Numbers above do not include said permit.

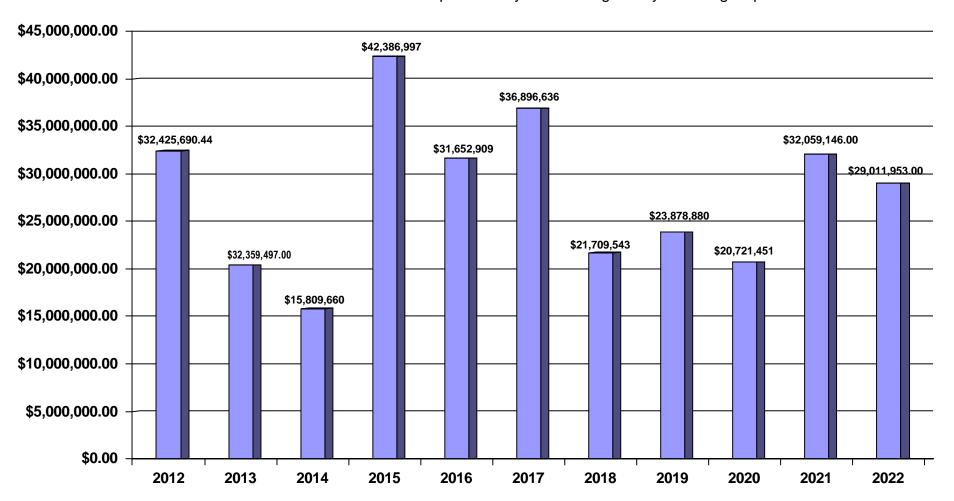
<sup>\*</sup>Building Permit #22-119 dated 05/19/22 voided - project not moving forward. Numbers above do not include said permit.

<sup>\*</sup>The \$7,400,000 project under #437 is Building Permit #22-266 is for interior renovations at 672 Johnson Street (previously property owned by Bethesda). Work is being completed for Watertown Collective, LLC



## CONSTRUCTION DOLLAR VALUE 2012-2022

Information provided by the Building Safety & Zoning Dept.





## 2022 LARGE PROJECTS (IN EXCESS OF \$1 MILLION)

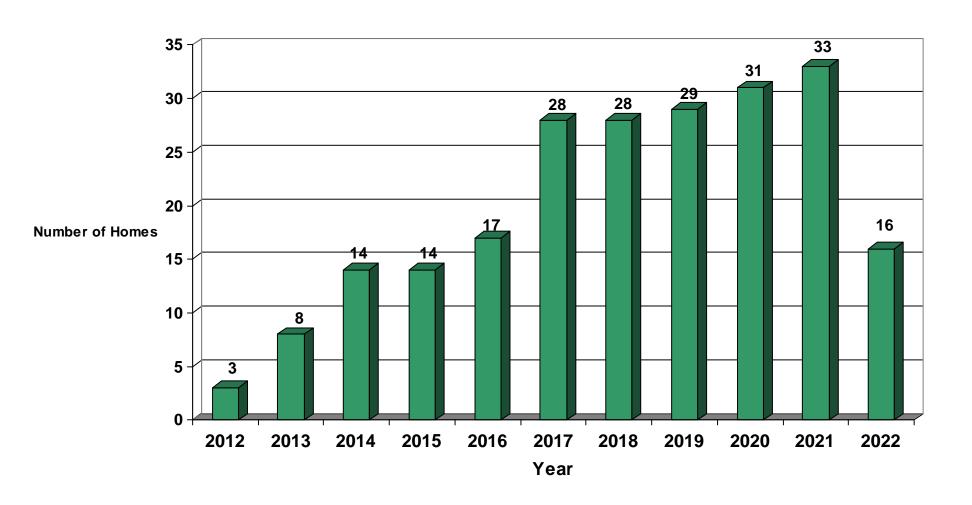
## Information provided by the Building, Safety & Zoning Department

Permit #	Date of Permit	Address	Description	Estimated Cost Amount of Project
22-266	11/15/22	672 Johnson Street	Interior & exterior renovations - Watertown Collective	\$7,400,000.00
				\$7,400,000.00
				\$7,400,000.00



## SINGLE FAMILY HOMES CONSTRUCTED 2012-2022

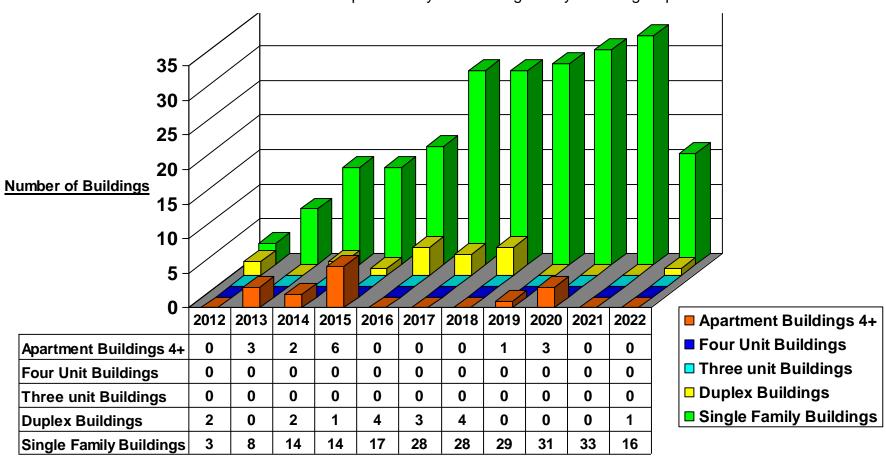
Information provided by the Building Safety & Zoning Dept.

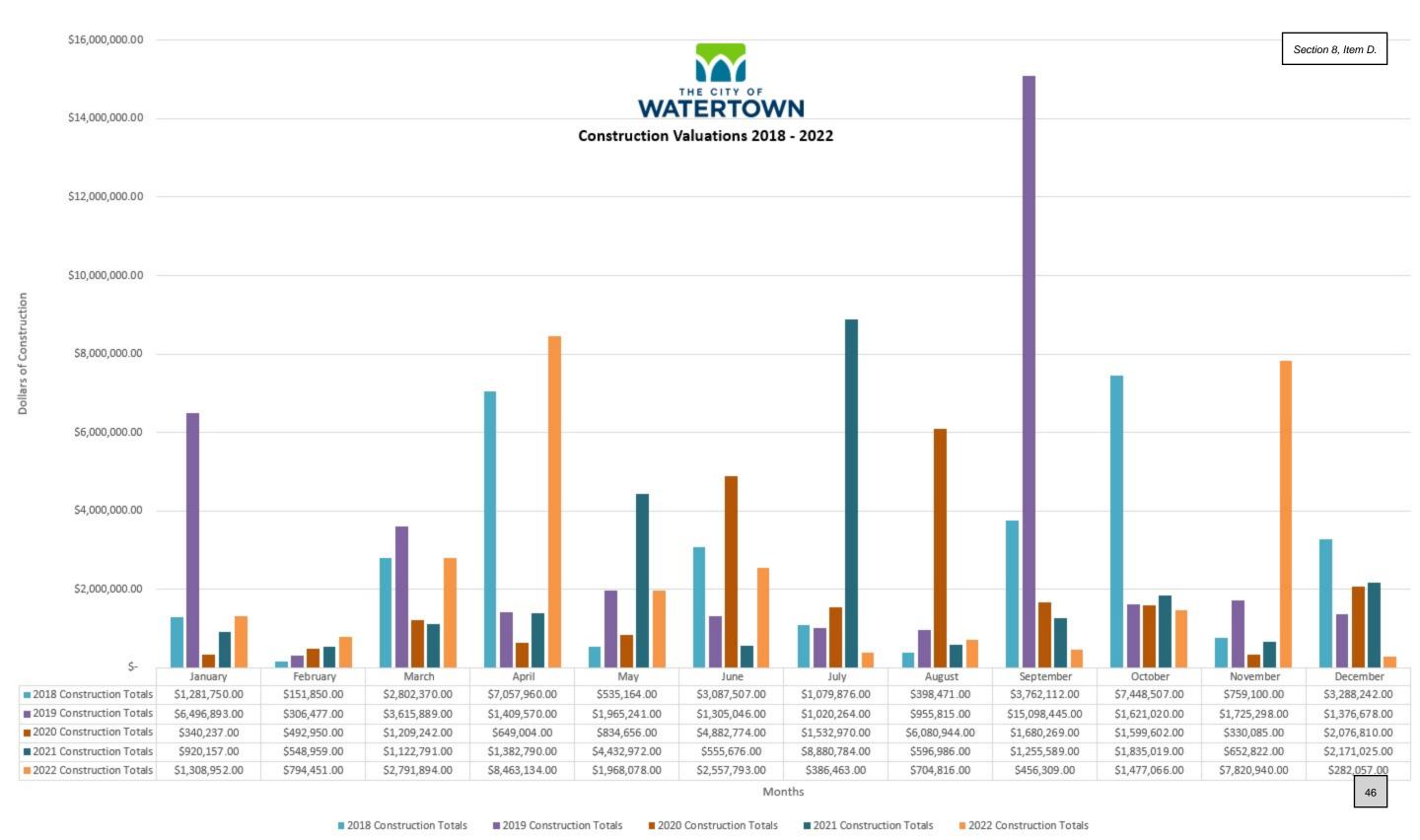




## TYPES OF RESIDENTIAL CONSTRUCTION 2012-2022

Information provided by the Building Safety & Zoning Dept.







Permit #	<b>Permit Date</b>	Site Address	Parcel #	Contractor	Owner	Permit Type	Fee
22-001	, , ,		28-291-0815- 0411-201	Koplin Excavating & Grading Inc	Jim Strong	Demolition	175.00





## Office of the Mayor Emily McFarland

TO: MEMBERS OF THE COMMON COUNCIL

I would appreciate your consideration of the following appointments:

### Plan Commission

Melissa Lampe – Serving partial term ending May 2024. (Replacing Becky Huff)

### Redevelopment Authority

Ryan Wagner – serving partial term ending January 2026. (Replacing Rob Marchant)

### **Public Works Commission**

Pete Thompson – serving first full 4-year term ending January 2027.

Thank you for your consideration.

Sincerely,

Emily McFarland

Mayor

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

Invoice.Payment due date = 01/17/2023

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
ABENDROTH WATER CONDITIONING  1074 ABENDROTH WATER CONDITIO	9463 010123	SOFTENER RENTAL-FIRE	01/01/2023	115.00	01-52-31-18 SUPPLIES & EXPENSE
	0.000.0.20		0 1/0 1/2020		
Total 1074:				115.00	
ADAM QUEST	011505 40000		40/00/0000	400.00	04.54.04.50.0455574.50445145145
17384 ADAM QUEST	QUEST 12302	REIMBURSE SAFETY BOOTS -	12/30/2022	100.00	01-54-31-59 SAFETY EQUIPMENT
Total 17384:				100.00	
ADIL LIMANI					
554586 ADIL LIMANI	F481DM0C3N	WITNESS FEES	01/06/2023	6.00	01-51-61-42 WITNESS FEES
Total 554586:				6.00	
ALSCO INC					
1512 ALSCO INC	IMIL1871800	MATT SERVICE AT CITY HALL	12/30/2022	90.31	01-51-71-18 SUPPLIES & EXPENSE
1512 ALSCO INC 1512 ALSCO INC	IMIL1871800 IMIL1871800	SHIRTS AND COVERALLS MEC COVERALLS STORM WATER T	12/30/2022 12/30/2022		01-54-31-59 SAFETY EQUIPMENT 16-58-16-41 SAFETY EQUIPMENT
1512 ALSCO INC	IMIL1871800	COVERALL SERVICE FOR SOLI	12/30/2022		17-58-17-59 SAFETY EQUIPMENT
Total 1512:				316.91	
1512 ALSCO INC	IMIL1873893	MATT SERVICE AT CITY HALL	01/06/2023	90.31	01-51-71-18 SUPPLIES & EXPENSE
1512 ALSCO INC	IMIL1873893	SHIRTS AND COVERALLS MEC	01/06/2023		01-54-31-59 SAFETY EQUIPMENT
1512 ALSCO INC	IMIL1873893	COVERALLS STORM WATER T	01/06/2023	66.56	16-58-16-41 SAFETY EQUIPMENT
1512 ALSCO INC	IMIL1873893	COVERALL SERVICE FOR SOLI	01/06/2023	4.84	17-58-17-59 SAFETY EQUIPMENT
Total 1512:				303.25	
APPLIED TECHNOLOGIES INC					
1589 APPLIED TECHNOLOGIES INC	36229	PROJECT 6449-WQT PLAN - W	01/05/2023	3,894.00	02-85-00-20 OUTSIDE SERVICES EM
Total 1589:				3,894.00	
AXLEY BRYNELSON LLP					
1985 AXLEY BRYNELSON LLP	913315	RAILROAD EASEMENT-GRADE	12/22/2022	565.00	02-85-00-20 OUTSIDE SERVICES EM
Total 1985:				565.00	
BADGER WELDING SUPPLIES INC					
2043 BADGER WELDING SUPPLIES I	3747681	OXYGEN CYLINDER RENTAL D	12/31/2022	6.20	01-52-31-54 EMS SUPPLIES
Total 2043:				6.20	
BAYCOM INC					
552736 BAYCOM INC	42551	PAGER REPAIR/NEW BELT CLIP	01/10/2023	65.66	01-52-31-26 RADIO MAINTENANCE
Total 552736:				65.66	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
BUMPER	R TO BUMPER					
2935	BUMPER TO BUMPER	660-574033	BATTERY STOCK	12/13/2022	173.99	01-54-11-20 REPAIRS
Tot	al 2935:				173.99	
2935	BUMPER TO BUMPER	660-574121	FILTER STOCK	12/14/2022	216.96	01-54-11-20 REPAIRS
Tot	al 2935:				216.96	
2935	BUMPER TO BUMPER	660-574122	CABIN FILTER VEH #136	12/14/2022	12.51	01-54-11-20 REPAIRS
Tot	al 2935:				12.51	
2935	BUMPER TO BUMPER	660-574261	CABIN FILTERS VEH #99	12/16/2022	47.50	01-54-11-20 REPAIRS
Tot	al 2935:				47.50	
SUSS EL	ECTRICAL CONTRACTING LLC					
	BUSS ELECTRICAL CONTRACTI	4452	TROUBLESHOOT AND REPAIR	01/01/2023	571.00	01-54-42-20 REPAIRS
Tot	al 2963:				571.00	
HARTE	R COMMUNICATIONS					
3417	CHARTER COMMUNICATIONS	034458112202	FIBER DEC=JAN	12/20/2022	81.70	01-51-71-32 TELEPHONE
3417	CHARTER COMMUNICATIONS	034458112202	FIBER DEC=JAN	12/20/2022	119.68	01-52-11-32 TELEPHONE
3417	CHARTER COMMUNICATIONS	034458112202	FIBER DEC=JAN	12/20/2022	38.70	01-52-31-32 TELEPHONE AND CELI
3417	CHARTER COMMUNICATIONS	034458112202	FIBER DEC=JAN	12/20/2022	27.95	01-53-12-32 TELEPHONE
3417	CHARTER COMMUNICATIONS	034458112202	FIBER DEC=JAN	12/20/2022	30.10	01-54-21-32 TELEPHONE
3417	CHARTER COMMUNICATIONS	034458112202	FIBER DEC=JAN	12/20/2022	36.55	11-58-12-32 TELEPHONE
3417	CHARTER COMMUNICATIONS	034458112202	FIBER DEC=JAN	12/20/2022	27.95	01-55-20-32 TELEPHONE
3417	CHARTER COMMUNICATIONS	034458112202	FIBER DEC=JAN	12/20/2022	34.40	02-82-00-32 TELEPHONE
3417	CHARTER COMMUNICATIONS	034458112202	FIBER DEC=JAN	12/20/2022	32.25	03-99-21-18 SUPPLIES & EXPENSE
	CHARTER COMMUNICATIONS	034458112202	FIBER DEC=JAN	12/20/2022		14-53-13-32 TELEPHONE
Tot	al 3417:				437.88	
3417	CHARTER COMMUNICATIONS	034511712202	FIBER DEC-JAN	12/20/2022	46.74	01-51-71-32 TELEPHONE
3417	CHARTER COMMUNICATIONS	034511712202	FIBER DEC-JAN	12/20/2022	69.61	01-52-11-32 TELEPHONE
3417	CHARTER COMMUNICATIONS	034511712202	FIBER DEC-JAN	12/20/2022	22.14	01-52-31-32 TELEPHONE AND CELL
3417	CHARTER COMMUNICATIONS	034511712202	FIBER DEC-JAN	12/20/2022	15.99	01-53-12-32 TELEPHONE
3417	CHARTER COMMUNICATIONS	034511712202	FIBER DEC-JAN	12/20/2022	17.22	01-54-21-32 TELEPHONE
3417	CHARTER COMMUNICATIONS	034511712202	FIBER DEC-JAN	12/20/2022	20.91	11-58-12-32 TELEPHONE
3417	CHARTER COMMUNICATIONS	034511712202	FIBER DEC-JAN	12/20/2022	15.99	01-55-20-32 TELEPHONE
3417	CHARTER COMMUNICATIONS	034511712202	FIBER DEC-JAN	12/20/2022	19.68	02-82-00-32 TELEPHONE
3417	CHARTER COMMUNICATIONS	034511712202	FIBER DEC-JAN	12/20/2022	18.45	03-99-21-18 SUPPLIES & EXPENSE
3417	CHARTER COMMUNICATIONS	034511712202	FIBER DEC-JAN	12/20/2022	4.92	14-53-13-32 TELEPHONE
Tot	al 3417:				251.65	
	STEMS LLC	0,1000074	OFMI ANNUAL CURRORT FF	40/04/0000	0.005.00	00.00.00.40
	CIVIC SYSTEMS LLC	CVC22971	SEMI ANNUAL SUPPORT FEE -	12/21/2022		03-90-30-18 SUPPLIES-CUSTOMER
Tot	al 3525:				3,305.00	
3525	CIVIC SYSTEMS LLC CIVIC SYSTEMS LLC	CVC22972 CVC22972	SEMI-ANNUAL SOFTWARE FEE	12/21/2022	*	01-51-40-26 MAINTENANCE CONTR
0-0-			SEMI-ANNUAL SOFTWARE FEE	12/21/2022		01-51-60-20 COMPUTER SUPPLIES

Report dates: 1/1/2023-12/31/2023

				<u> </u>		
Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title	
Total 3525:				6,802.00		
CORNERSTONE ENVIRONMENTAL GROUP	LLC					
3785 CORNERSTONE ENVIRONMEN	52008978	OLD LANDFILL MONITORING	01/10/2023	3,812.18	17-58-17-26 OLD LANDFILL EXPENSE	
Total 3785:				3,812.18		
CORPORATE BUSINESS SYSTEMS						
3793 CORPORATE BUSINESS SYSTE		COPIER LEASE FEE	01/06/2023		01-54-21-18 SUPPLIES & EXPENSE	
3793 CORPORATE BUSINESS SYSTE 3793 CORPORATE BUSINESS SYSTE		COPIER LEASE FEE COPIER LEASE FEE	01/06/2023 01/06/2023		16-58-16-18 OFFICE SUPPLIES 17-58-17-18 SUPPLIES	
Total 3793:				139.00		
OTO A CORPORATE PURINESS OVETE	000004	OODIED MAINT FEE	40/00/0000		47 50 47 40 OUDDUEO	
3794 CORPORATE BUSINESS SYSTE 3794 CORPORATE BUSINESS SYSTE		COPIER MAINT FEE COPIER MAINT FEE	12/22/2022 12/22/2022		17-58-17-18 SUPPLIES 01-54-21-18 SUPPLIES & EXPENSE	
Total 3794:				45.03		
DOEMS						
DCEMS 4539 DCEMS	2023	MEMBERSHIP DUES FIRE	12/13/2022	50.00	01-52-31-22 DUES, FEES & SUBS	
Total 4539:				50.00		
DIGGERS HOTLINE INC						
4466 DIGGERS HOTLINE INC	221160501	LOCATE TICKET FEES - WTR	11/30/2022	89.60	03-66-65-18 SUPPLIES-TRANSMISSIO	
Total 4466:				89.60		
4466 DIGGERS HOTLINE INC	221260501	LOCATE TICKET FEES - WTR	12/31/2022	110.40	03-66-65-18 SUPPLIES-TRANSMISSIO	
Total 4466:				110.40		
DIGICORP INC						
4468 DIGICORP INC	344338	MS 365 APPS - DEC	12/19/2022	2,198.60	01-51-86-44 SOFTWARE SUPPORT/S	
Total 4468:				2,198.60		
4468 DIGICORP INC	344378	REINSTALL FORTICLIENT-DC L	12/27/2022	122.00	02-85-00-20 OUTSIDE SERVICES EM	
Total 4468:				122.00		
DODGE COUNTY FIRE CHIEFS ASSN						
4543 DODGE COUNTY FIRE CHIEFS	010123	2023 DUES FIRE	01/01/2023	250.00	01-52-31-22 DUES, FEES & SUBS	
Total 4543:				250.00		
EVERLIGHT SOLAR 553635 EVERLIGHT SOLAR 553635 EVERLIGHT SOLAR	2 2	REFUND OF BUILDING PERMIT REFUND OF ELECTRIC PERMIT	01/04/2023 01/04/2023		01-43-51-00 BUILDING PERMITS 01-43-51-52 ELECTRICAL PERMITS	
Total 553635:				39.00		
<b>EZ PROMOTION &amp; APPAREL LLC</b> 554285 EZ PROMOTION & APPAREL LL	7780507	WRESTLING T-SHIRTS	12/30/2022	585.00	01-55-21-18 SUPPLIES & EXPENSE	

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FEHR GRAHAM ENGINEERING & ASSOCIATES  GORF FEHR GRAHAM ENGINEERING 12703 ANNUAL REGULATORY SAFETY 12/31/2022 662.50 17-58-17-39 SAFETY EOUIPMENT 12/03 ANNUAL REGULATORY SAFETY 12/31/2022 662.50 16-58-16-41 SAFETY EOUIPMENT 12/03 ANNUAL REGULATORY SAFETY 12/31/2022 662.50 16-58-16-41 SAFETY EOUIPMENT 13/05 16004: 625.60 16-58-16-41 SAFETY EOUIPMENT 13/05 ANNUAL REGULATORY SAFETY 12/31/2022 13/25.00 16-58-31-39 SAFETY EOUIPMENT 13/05-16-16-16-16-16-16-16-16-16-16-16-16-16-	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
BOBB   FERR GRAHAM ENGINEERING   1127/33   ANNUAL REGULATORY SAFETY   12/31/2022   682.5   17-58-17-59 SAFETY EQUIPMENT   12/31/2022   1.325.000   17-58-17-59 SAFETY EQUIPMENT   12/31/2022   1.325.000   17-58-17-59 SAFETY EQUIPMENT   12/31/2022   1.325.000   17-58-17-20 REPAIRS   11/31/300   1	To	otal 554285:				585.00	
BOBA   FERR GRAHAM ENGINEERING   112703   ANNUAL REGULATORY SAFETY   12/31/2022   1,325.00   15-83-18-41 SAFETY EQUIPMENT   12/31/2022   1,325.00   15-84-31-89 SAFETY EQUIPMENT   1,000   1,00	FEHR G	RAHAM ENGINEERING & ASSOCI	ATES				
MAINTERSTATE BILLING SERVICE   X 1010562890   AIR DRYER KITS   11/25/2022   11/57.00   17-58-17-20 REPAIRS   11/57.00							
PELDSTONE PLAZA BUILDING   34684   GLASS FOR SNACK SHOP-SC   12/22/2022							
Total 554597   FIELDSTONE PLAZA BUILDING   34884   GLASS FOR SNACK SHOP-SC   12/22/2022   1,110.00   1-55-24-20   REPAIRS	То	tal 6094:				2,650.00	
Total 554597:   1,110.00	FIELDS	TONE PLAZA BUILDING					
HACH COMPANY 8000   HACH COMPANY   13409963   WATER TESTING REAGENTS   01/05/2023   961.41   961.41   Total 8060: 961.41   961.41   HYDROCORP 8994   HYDROCORP   0070390-IN   CROSS CONNECTION PROGRA   12/30/2022   1,207.00   29-92-3-18   0UTSIDE   SERVICES EXEMPTED   1,207.00   10   1,207.00   1,207.00   1,207.00   1,207.00   1,207.00   1,207.00   10   1,207.00   1,207.00   1,207.00   1,207.00   1,207.00   10   1,207.00   1,207.00   1,207.00   1,207.00   1,207.00   10   1,207.00   1,207.00   1,207.00   1,207.00   1,207.00   10   1,207.00   1,207.00   1,207.00   1,207.00   1,207.00   10   1,207.00   1,207.00   1,207.00   1,207.00   10   1,207.00   1,207.00   1,207.00   1,207.00   10   1,207.00   1,207.00   1,	554597	FIELDSTONE PLAZA BUILDING	334684	GLASS FOR SNACK SHOP-SC	12/22/2022	1,110.00	01-55-24-20 REPAIRS
8080   HACH COMPANY   13409963   WATER TESTING REAGENTS - 01/05/2023   961.41   03-64-41-40   OPERATION CHEMICALS	То	tal 554597:				1,110.00	
Total 8980:   FOR PRINCE   FOR PROBLEM   F							
HYDROCORP  8994 HYDROCORP  8994 HYDROCORP  Total 8994:  1,207.00  1,208.17-20 REPAIRS  1,207.00	8060	HACH COMPANY	13409963	WATER TESTING REAGENTS -	01/05/2023	961.41	03-64-41-40 OPERATION CHEMICALS
8994   HYDROCORP	То	tal 8060:				961.41	
Total 8994:   1,207.00			0070000 IN	ODOGO CONNECTION DECODA	40/00/0000	4 007 00	00 00 00 40 OUTOIDE OFFINIOSO EVE
NTERSTATE BILLING SERVICE   NC   9490   INTERSTATE BILLING SERVICE   X 101056289-0   X 10105	8994	HYDROCORP	0070390-IN	CROSS CONNECTION PROGRA	12/30/2022	1,207.00	03-99-23-18 OUTSIDE SERVICES EXP
9490 INTERSTATE BILLING SERVICE X 101056289:0 STOCK VEHICLE PARTS 11/23/2022 901.00 17-58-17-20 REPAIRS 910-10-10-10-10-10-10-10-10-10-10-10-10-1	To	tal 8994:				1,207.00	
11/23/2022   901.53   01-54-11-20 REPAIRS   11/23/2022   901.53   01-54-11-20 REPAIRS   11/23/2022   901.53   01-54-11-20 REPAIRS   11/25/2022   901.53   17-58-17-20 REPAIRS   10/14/2022   115.70   17-58-17-20 REPAIRS   10/14/2022   115.70   17-58-17-20 REPAIRS   10/14/2022   115.70   17-58-17-20 REPAIRS   10/14/2022   11/	INTERS	TATE BILLING SERVICE INC					
Total 9490:							
9490 INTERSTATE BILLING SERVICE X 101056289:0 AIR DRYER KITS 11/25/2022 251.96  9490 INTERSTATE BILLING SERVICE X101053158:03 BRAKE KITS 10/14/2022 115.70 17-58-17-20 REPAIRS  Total 9490: 115.70  9490 INTERSTATE BILLING SERVICE X101056289:0 CARTRIDGE KIT CREDIT 12/14/2022 65.00- 17-58-17-20 REPAIRS  Total 9490: 65.00-  9490 INTERSTATE BILLING SERVICE X101056289:0 CORE CREDIT 12/14/2022 26.00- 17-58-17-20 REPAIRS  Total 9490: 26.00-  9490 INTERSTATE BILLING SERVICE X101056289:0 CORE CREDIT 11/03/2022 26.00- 17-58-17-20 REPAIRS  Total 9490: 26.00-  9490 INTERSTATE BILLING SERVICE X101058417:0 DC VALVE KIT 11/03/2022 161.44 17-58-17-20 REPAIRS  Total 9490: 161.44  JANI-KING OF MILWAUKEE 1010 JANI-KING OF MILWAUKEE MIL01230172 CLEANING SERVICE AT AIRPOR 01/01/2023 642.75 01-54-53-18 SUPPLIES & EXPENSE	To	ital 9490:				1.802.53	
Total 9490: 251.96  9490 INTERSTATE BILLING SERVICE x101053158:03 BRAKE KITS 10/14/2022 115.70 17-58-17-20 REPAIRS  Total 9490: 115.70  9490 INTERSTATE BILLING SERVICE X101056289:0 CARTRIDGE KIT CREDIT 12/14/2022 65.00 17-58-17-20 REPAIRS  Total 9490: 65.00-  9490 INTERSTATE BILLING SERVICE X101056289:0 CORE CREDIT 12/14/2022 26.00 17-58-17-20 REPAIRS  Total 9490: 26.00-  9490 INTERSTATE BILLING SERVICE X101056289:0 DC VALVE KIT 11/03/2022 161.44 17-58-17-20 REPAIRS  Total 9490: 161.44  JANI-KING OF MILWAUKEE MIL01230172 CLEANING SERVICE AT AIRPOR 01/01/2023 642.75 01-54-53-18 SUPPLIES & EXPENSE			V 101056290.0	AID DOVED KITS	11/25/2022		17 50 17 20 DEDAIDS
9490 INTERSTATE BILLING SERVICE			X 101030209.0	AIR DRIER RITS	11/23/2022		17-30-17-20 REPAIRS
Total 9490: 115.70  9490 INTERSTATE BILLING SERVICE X101056289:0 CARTRIDGE KIT CREDIT 12/14/2022 65.00 17-58-17-20 REPAIRS  Total 9490: 65.00-  9490 INTERSTATE BILLING SERVICE X101056289:0 CORE CREDIT 12/14/2022 26.00 17-58-17-20 REPAIRS  Total 9490: 26.00-  9490 INTERSTATE BILLING SERVICE X101058417:0 DC VALVE KIT 11/03/2022 161.44 17-58-17-20 REPAIRS  Total 9490: 161.44  JANI-KING OF MILWAUKEE  10100 JANI-KING OF MILWAUKEE MIL01230172 CLEANING SERVICE AT AIRPOR 01/01/2023 642.75 01-54-53-18 SUPPLIES & EXPENSE	To	tal 9490:				251.96	
9490 INTERSTATE BILLING SERVICE X101056289:0 CARTRIDGE KIT CREDIT 12/14/2022 65.00- 17-58-17-20 REPAIRS  Total 9490: 65.00- 9490 INTERSTATE BILLING SERVICE X101056289:0 CORE CREDIT 12/14/2022 26.00- 17-58-17-20 REPAIRS  Total 9490: 26.00- 9490 INTERSTATE BILLING SERVICE X101058417:0 DC VALVE KIT 11/03/2022 161.44 17-58-17-20 REPAIRS  Total 9490: 161.44  JANI-KING OF MILWAUKEE  10100 JANI-KING OF MILWAUKEE MIL01230172 CLEANING SERVICE AT AIRPOR 01/01/2023 642.75 01-54-53-18 SUPPLIES & EXPENSE	9490	INTERSTATE BILLING SERVICE	x101053158:03	BRAKE KITS	10/14/2022	115.70	17-58-17-20 REPAIRS
Total 9490: 65.00- 9490 INTERSTATE BILLING SERVICE X101056289:0 CORE CREDIT 12/14/2022 26.00- 9490 INTERSTATE BILLING SERVICE X101058417:0 DC VALVE KIT 11/03/2022 161.44 17-58-17-20 REPAIRS  Total 9490: 161.44 17-58-17-20 REPAIRS  Total 9490: 161.44 17-58-17-20 REPAIRS  Total 9490: 161.44 17-58-17-20 REPAIRS  JANI-KING OF MILWAUKEE 10100 JANI-KING OF MILWAUKEE MIL01230172 CLEANING SERVICE AT AIRPOR 01/01/2023 642.75 01-54-53-18 SUPPLIES & EXPENSE	То	tal 9490:				115.70	
9490 INTERSTATE BILLING SERVICE X101056289:0 CORE CREDIT 12/14/2022 26.00- 17-58-17-20 REPAIRS  Total 9490: 26.00- 9490 INTERSTATE BILLING SERVICE X101058417:0 DC VALVE KIT 11/03/2022 161.44 17-58-17-20 REPAIRS  Total 9490: 161.44  JANI-KING OF MILWAUKEE 10100 JANI-KING OF MILWAUKEE MIL01230172 CLEANING SERVICE AT AIRPOR 01/01/2023 642.75 01-54-53-18 SUPPLIES & EXPENSE	9490	INTERSTATE BILLING SERVICE	X101056289 :0	CARTRIDGE KIT CREDIT	12/14/2022	65.00-	17-58-17-20 REPAIRS
Total 9490: 26.00- 9490 INTERSTATE BILLING SERVICE X101058417:0 DC VALVE KIT 11/03/2022 161.44 17-58-17-20 REPAIRS  Total 9490: 161.44  JANI-KING OF MILWAUKEE 10100 JANI-KING OF MILWAUKEE MIL01230172 CLEANING SERVICE AT AIRPOR 01/01/2023 642.75 01-54-53-18 SUPPLIES & EXPENSE	То	tal 9490:				65.00-	
9490 INTERSTATE BILLING SERVICE X101058417:0 DC VALVE KIT 11/03/2022 161.44 17-58-17-20 REPAIRS  Total 9490: 161.44  JANI-KING OF MILWAUKEE 10100 JANI-KING OF MILWAUKEE MIL01230172 CLEANING SERVICE AT AIRPOR 01/01/2023 642.75 01-54-53-18 SUPPLIES & EXPENSE	9490	INTERSTATE BILLING SERVICE	X101056289:0	CORE CREDIT	12/14/2022	26.00-	17-58-17-20 REPAIRS
Total 9490:	To	otal 9490:				26.00-	
Total 9490:	9490	INTERSTATE BILLING SERVICE	X101058417·0	DC VALVE KIT	11/03/2022	161 44	17-58-17-20 REPAIRS
JANI-KING OF MILWAUKEE  10100 JANI-KING OF MILWAUKEE MIL01230172 CLEANING SERVICE AT AIRPOR 01/01/2023 642.75 01-54-53-18 SUPPLIES & EXPENSE			X101030417.0	DO VALVE IVI	11/00/2022		17-50-17-20 KEPAIKO
10100 JANI-KING OF MILWAUKEE MIL01230172 CLEANING SERVICE AT AIRPOR 01/01/2023 642.75 01-54-53-18 SUPPLIES & EXPENSE						101.44	
Total 10100: 642.75			MIL01230172	CLEANING SERVICE AT AIRPOR	01/01/2023	642.75	01-54-53-18 SUPPLIES & EXPENSE
	То	tal 10100:				642.75	

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Vendor Vendor Name Invoice Number Description Invoice Date Net GL Account and Title Invoice Amount JEFFERSON COUNTY HIGHWAY DEPT 10245 JEFFERSON COUNTY HIGHWA 12212022 **BRIDGE INSPECTIONS** 12/21/2022 4,402.82 05-58-11-40 BRIDGES Total 10245: 4,402.82 JEFFERSON FIRE AND SAFETY INC 10300 JEFFERSON FIRE AND SAFETY HOLMATRO TOOL FOUIPMENT 12/13/2022 1,332.24 01-52-31-20 EQUIPMENT REPAIRS/RE 147653 Total 10300: 1.332.24 **KLECKERS HEATING & AIR CONDITIONING** 54469 KLECKERS HEATING & AIR CO 115654 RPR HANGAR HEAT SYS 01/03/2023 1,132.50 01-54-53-18 SUPPLIES & EXPENSE Total 54469: 1,132.50 KWIK TRIP SHOPPING RECEIPT 11972 KWIK TRIP SHOPPING RECEIPT 2900063430 SCRIP CARDS 560.00 01-58-11-07 SR. CENTER FUNDRAISI 12/16/2022 560.00 Total 11972: LAFORCE 12028 LAFORCE 00002574FT AUTOMATED FRONT DOOR YR 12/01/2022 135.00 01-55-24-17 CONTRACT SERVICES Total 12028: 135.00 LAKESIDE INTERNATIONAL TRUCKS 12048 LAKESIDE INTERNATIONAL TR 5168952P VEH 53 FAN BELTS 12/28/2022 265.33 01-54-11-20 REPAIRS Total 12048: 265.33 12048 LAKESIDE INTERNATIONAL TR 5168952PX1 VEH 53 V RIB BELT 12/28/2022 77.84 01-54-11-20 REPAIRS Total 12048: 77.84 12048 LAKESIDE INTERNATIONAL TR 8119815 TRANS FLUID FOR WARRANTY 12/12/2022 327.15 17-58-17-20 REPAIRS Total 12048: 327.15 LRS 554437 LRS TRASH DISPOSAL 3299028 12/31/2022 91.80 01-54-53-18 SUPPLIES & EXPENSE Total 554437: 91.80 MAAS BROS CONSTRUCTION CO 13028 MAAS BROS CONSTRUCTION 22120-00011 **RDA TOWN SQUARE** 12/28/2022 2,595.89 05-95-11-70 RDA TOWN SQUARE Total 13028: 2,595.89 **MARIA RIVERA** 554595 MARIA RIVERA 11023 SECURITY DEPOSIT REFUND 100.00 01-27-19-70 SR. CENTER SECURITY 01/10/2023 Total 554595: 100.00 **MENARDS INC** 13384 MENARDS INC 43944 FIRST/WESTERN HOUSE FIRE-12/09/2022 533.51 01-54-31-18 SUPPLIES & EXPENSE

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CITY OF WATERTOWN

Report dates: 1/1/2023-12/31/2023

Vendor Vendor Name Invoice Number Description Invoice Date Net GL Account and Title Invoice Amount Total 13384: 533.51 MIDDLETON FARMERS COOPERATIVE COMPANY 554035 MIDDLETON FARMERS COOPE 1067 **FUEL** 12/28/2022 26,693.22 01-54-11-40 GASOLINE Total 554035: 26 693 22 MID-STATE EQUIPMENT CHAIN CATCHER PART FD 13424 MID-STATE EQUIPMENT D42829 12/23/2022 3.33 01-52-31-20 EQUIPMENT REPAIRS/RE Total 13424: 3.33 NATIONAL TESTING NETWORK INC NEW HIRE TESTING STEGGALL 553097 NATIONAL TESTING NETWORK 10967 08/31/2022 110.00 01-52-31-19 HIRING EXPENSES Total 553097: 110.00 553097 NATIONAL TESTING NETWORK NEW HIRE TESTING FIRE MILL 55.00 01-52-31-19 HIRING EXPENSES 11164 09/30/2022 Total 553097: 55.00 **NEENAH FOUNDRY COMPANY** 14325 NEENAH FOUNDRY COMPANY 100374 LOOSE CASTINGS 01/06/2023 124.00 16-58-16-19 MISC. STREET SUPPLIE Total 14325: 124.00 OTT HYDROMET CORP 554401 OTT HYDROMET CORP ACR 10044020 RIVER GALIGE STATION FOLLIP 11/18/2022 3 308 97 16-58-16-60 CAPITAL OLITIAY Total 554401: 3,308.97 554401 OTT HYDROMET CORP ACR 10044059 LIGHTNING PROTECTION ROD 11/22/2022 8,379.44 16-58-16-60 CAPITAL OUTLAY Total 554401: 8,379.44 PASSENGER TRANSIT INC 16165 PASSENGER TRANSIT INC 1216 CAB SERVICE-REVENUE 01/09/2023 69.676.59 13-42-73-75 CAB REVENUE 24,967.75- 13-57-11-46 PURCHASED TRANSPOR 16165 PASSENGER TRANSIT INC CAB SERVICE-EXPENSE 1216 01/09/2023 Total 16165: 44,708.84 **R&R INSURANCE SERVICES INC** 18005 R&R INSURANCE SERVICES IN 2768143 WORK COMP INSURANCE 12/27/2022 26,011.00 01-51-94-46 WORKMAN'S COMPENS Total 18005: 26,011.00 18005 R&R INSURANCE SERVICES IN 2768145 CRIME INSURANCE 12/27/2022 2,129.00 01-51-94-40 PUBLIC LIABILITY Total 18005: 2,129.00 18005 R&R INSURANCE SERVICES IN STORAGE TANK INSURANCE 12/27/2022 5,222.79 01-51-94-52 UNDERGROUND STORA 2768146 18005 R&R INSURANCE SERVICES IN 2768146 STORAGE TANK INSURANCE 12/27/2022 642.00 02-85-00-30 FLOOD/PROPERTY INSU 18005 R&R INSURANCE SERVICES IN 2768146 STORAGE TANK INSURANCE 12/27/2022 1,441.00 03-99-24-18 PROPERTY INSURANCE Total 18005: 7,305.79

Report dates: 1/1/2023-12/31/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
18005	R&R INSURANCE SERVICES IN	2771381	LIABILITY INSURANCE	12/29/2022	17,539.00	01-51-94-40 PUBLIC LIABILITY
Тс	tal 18005:				17,539.00	
18005	R&R INSURANCE SERVICES IN	2774555	WORK COMP INSURANCE	01/03/2023	26,000.00	01-51-94-46 WORKMAN'S COMPENS
Tc	tal 18005:				26,000.00	
18005	8005 R&R INSURANCE SERVICES IN 277455		LIABILITY INSURANCE	01/03/2023	17,539.00	01-51-94-40 PUBLIC LIABILITY
Tc	tal 18005:				17,539.00	
	KRAUSE RANDY KRAUSE	KRAUSE 1227	SAFETY BOOT REIMBURSEME	12/27/2022	94.95	01-54-31-59 SAFETY EQUIPMENT
Tc	tal 11731:				94.95	
18371	RD DATA SERVICES LLC REDFORD DATA SERVICES LLC REDFORD DATA SERVICES LLC	370 370	WIN-911 & DTP FL2 FEED PUMP HACH WIMS/SCADA/NUISANCE	01/04/2023 01/04/2023		03-99-23-18 OUTSIDE SERVICES EXP 02-85-00-20 OUTSIDE SERVICES EM
Tc	ıtal 18371:				988.32	
18430 18430 18430	ACK CONSTRUCTION CO INC RENNHACK CONSTRUCTION C RENNHACK CONSTRUCTION C RENNHACK CONSTRUCTION C	APPLICATION APPLICATION APPLICATION APPLICATION	2022 APPLICATION FOR PYMT# 2022 APPLICATION FOR PYMT# 2022 APPLICATION FOR PYMT# 2022 APPLICATION FOR PYMT#	11/21/2022 11/21/2022 11/21/2022 11/21/2022	4,174.68 11,637.97	05-58-11-69 STREETS 03-99-99-99 CAPITAL OUTLAY 16-58-16-39 STREET REPAIRS 05-58-11-73 SIDEWALK
То	ital 18430:				134,941.30	
	BUSINESS PRODUCTS RHYME BUSINESS PRODUCTS	32950847	COPIER MAINT FEE-	12/01/2022	206.04	01-54-10-26 MAINTENANCE CONTRA
To	tal 4092:				206.04	
	R HEATING & AC INC RICHTER HEATING & AC INC	20887	ADMIN BLDG BTHRM-NO HEAT	01/06/2023	192.00	02-85-00-20 OUTSIDE SERVICES EM
To	tal 18503:				192.00	
18509	JSA INC RICOH USA INC	5066389171	COPIER CONTRACT-	12/18/2022	123.93	01-55-24-17 CONTRACT SERVICES
To	tal 18509:				123.93	
18509	RICOH USA INC	5066451196	COPIER CONTRACT-	01/01/2023	45.88	01-55-24-17 CONTRACT SERVICES
То	tal 18509:				45.88	
<b>RNOW I</b> 552807	NC RNOW INC	2023-64702	SOCKET RELAY BASE AND BU	01/05/2023	572.78	17-58-17-20 REPAIRS
To	tal 552807:				572.78	
552907	RNOW INC	2023-64743	RELAY -IDEC AND SPACER AR	01/10/2023	214.85	17-58-17-20 REPAIRS

Vendor	Vendor Name Invoice Numb		Description	Invoice Date	Net Invoice Amount	GL Account and Title
Tota	ıl 552807:				214.85	
	VER COMMUNITY CLINIC ROCK RIVER COMMUNITY CLIN	12	2022 SUBSIDY	12/19/2022	5,000.00	01-57-11-56 ROCK RIVER COMMUNIT
Tota	ıl 23158:				5,000.00	
RUEKER	MIELKE INC					
18891 F	RUEKERT MIELKE INC	144657	PROJ 79-10035 ANNUAL ST SA	12/21/2022	1,548.00	16-58-16-60 CAPITAL OUTLAY
Tota	ıl 18891:				1,548.00	
18891 F	RUEKERT MIELKE INC	144658	PROJ 79-10035 ANNUAL ST SA	12/21/2022	3,786.45	05-58-11-69 STREETS
	RUEKERT MIELKE INC	144658	PROJ 79-10035 ANNUAL ST SA	12/21/2022	,	16-58-16-60 CAPITAL OUTLAY
	RUEKERT MIELKE INC RUEKERT MIELKE INC	144658 144658	PROJ 79-10035 ANNUAL ST SA PROJ 79-10035 ANNUAL ST SA	12/21/2022 12/21/2022	•	03-99-99-98 CAPITAL OUTLAY ITEMS 02-97-30-11 SEWER REHABILITATION
Tota	ıl 18891:				15,145.80	
18891 F	RUEKERT MIELKE INC	144659	PROJ 79-10037 FLOOD CONTR	12/21/2022	23,649.50	16-58-16-60 CAPITAL OUTLAY
Tota	ıl 18891:				23,649.50	
18891 F	RUEKERT MIELKE INC	144660	PROJ 79-10042 MS4 MODELING	12/21/2022	1,588.69	16-58-16-47 OUTSIDE SERVICES EM
Tota	ıl 18891:				1,588.69	
18891 F	RUEKERT MIELKE INC	144661	PROJ 79-10044 ALDI STORM SE	12/21/2022	106.00	16-58-16-25 ENGINEERING FEES
Tota	ıl 18891:				106.00	
	KLEEN SYSTEMS INC BAFETY KLEEN SYSTEMS INC	90346826	OIL AND FILTER SERVICE	12/29/2022	560.77	17-58-17-41 OUTSIDE RECYCLING S
Tota	ıl 19061:				560.77	
SCHWAA			051.5 WW DATE 07440 W0050	40/40/0000	445.00	04 54 04 40 01/PD1/F0 0 5/VP5/105
19375	SCHWAAB, INC.	7805820	SELF INK DATE STAMP-INSPEC	12/13/2022	145.98	01-51-21-18 SUPPLIES & EXPENSE
Tota	ll 19375:				145.98	
<b>SYMBION</b> 19979 5	T SYMBIONT	55980	PROJECT R4666751-222554.012	12/17/2022	2,806.25	16-58-16-20 SOFTWARE MAINTENAN
Tota	ıl 19979:				2,806.25	
	:: FOTDIO INO					
	ELECTRIC INC JNITED ELECTRIC INC	78279	INSTALL WALLPACKS & MOTIO	12/14/2022	1,519.12	01-54-53-20 REPAIRS
Tota	I 21526:				1,519.12	
US POST	AL SERVICE-WATERTOWN					
21522 l	JS POSTAL SERVICE-WATERT	SF010323	PRE-PMT FOR MAILING WATER	01/04/2023	2,500.00	03-90-30-18 SUPPLIES-CUSTOMER R
Tota	I 21522:				2,500.00	

## Payment Approval Report - Council Meeting

CITY OF WATERTOWN

Report dates: 1/1/2023-12/31/2023

Jan 12, 2023 01:16PM

Vendor	Vendor Name	Invoice Number		Description	Invoice Date	Net Invoice Amount	GL Account and Title
USIC LC	CATING SERVICES LLC						
553098	USIC LOCATING SERVICES LLC	559693	DIGGERS	HOTLINE TICKET LO	12/31/2022	36.82	01-54-31-18 SUPPLIES & EXPENSE
	USIC LOCATING SERVICES LLC	559693		HOTLINE TICKET LO	12/31/2022		16-58-16-32 DIGGER'S LOCATE FEES
	USIC LOCATING SERVICES LLC	559693		HOTLINE TICKET LO	12/31/2022	791.66	02-85-00-20 OUTSIDE SERVICES EM
553098	USIC LOCATING SERVICES LLC	559693	DIGGERS	HOTLINE TICKET LO	12/31/2022	791.66	03-99-23-18 OUTSIDE SERVICES EXP
То	tal 553098:					2,411.80	
UW HEA		1005001	544 6 556		4044010000		04 50 44 40 5140 515 55U015U01
554607	UW HEALTH	1235081	PALS REC	ERT FIRE BELL	12/16/2022	8.00	01-58-11-19 EMS FAP EDUCATION
То	tal 554607:					8.00	
	ST CONTROL LLC						
554266	VET PEST CONTROL LLC	0270	PARK PES	T CONTROL	12/31/2022	65.00	01-55-41-18 SUPPLIES & EXPENSE
То	tal 554266:					65.00	
554266	VET PEST CONTROL LLC	0271	PARK PES	T CONTROL	12/30/2022	80.00	01-55-41-18 SUPPLIES & EXPENSE
То	tal 554266:					80.00	
WASTE	MANAGEMENT						
	WASTE MANAGEMENT	0018569-1704-	LANDFILL	FOR SOLID WASTE H	12/31/2022	20,441.07	17-58-17-42 LANDFILL RENTAL
То	tal 23112:					20,441.07	
WATER	TOWN HUMANE SOCIETY						
	WATERTOWN HUMANE SOCIET	QTR 1 2023	SUBSIDY		01/04/2023	15,707.50	01-57-11-50 HUMANE SOCIETY
То	tal 23200:					15,707.50	
	TOWN MAIN STREET PROGRAM	OTD 4 0000	CURCIPY	OTD 4	04/44/0000	7.500.00	04 54 24 54 MAIN CERET DOM CON
23221	WATERTOWN MAIN STREET PR	QTR 1 2023	SUBSIDY-0	ĮK I	01/11/2023	7,500.00	01-51-31-51 MAIN STREET PGM CON
То	tal 23221:					7,500.00	
	TOWN MOOSE LODGE						
23228	WATERTOWN MOOSE LODGE	189580-1	COMMITTE	EE DINNER	12/16/2022	584.00	01-58-11-10 CHRISTMAS PARADE
То	tal 23228:					584.00	
WATER	TOWN UNIFIED SCHOOL DISTRICT						
23485	WATERTOWN UNIFIED SCHOOL	FIBER JULY-D	FIBER: JUL	Y-DEC	01/06/2023	4,251.34	25-58-25-25 LOCATES
То	tal 23485:					4,251.34	
23485	WATERTOWN UNIFIED SCHOOL	POOL JUL-DE	INDOOR P	OOL BILLING	01/11/2023	3,359.65	01-55-23-28 FUEL
23485	WATERTOWN UNIFIED SCHOOL	POOL JUL-DE	INDOOR P	OOL BILLING	01/11/2023	8,051.72	01-55-23-30 ELECTRIC
	WATERTOWN UNIFIED SCHOOL			OOL BILLING	01/11/2023	•	01-55-23-31 WATER
	WATERTOWN UNIFIED SCHOOL			OOL BILLING	01/11/2023		01-55-23-20 REPAIRS
23485	WATERTOWN UNIFIED SCHOOL	POOL JUL-DE	INDOOR P	OOL BILLING	01/11/2023	3,106.83	01-55-23-18 SUPPLIES & EXPENSE
То	tal 23485:					17,293.32	
23485	WATERTOWN UNIFIED SCHOOL	TRUANCY JUL	TRUANCY	OFFICER: JULY-DEC	01/06/2023	5,280.03	01-52-11-48 TRUANCY ABATEMENT G

## Payment Approval Report - Council Meeting

CITY OF WATERTOWN

Report dates: 1/1/2023-12/31/2023

Vendor Vendor Name Invoice Number Description Invoice Date Net GL Account and Title Invoice Amount Total 23485: 5,280.03 WELDERS SUPPLY COMPANY 23581 WELDERS SUPPLY COMPANY 10332854 WELDERS SUPPLY GASES 12/31/2022 40.75 01-54-11-20 REPAIRS Total 23581: 40 75 WES CRNKOVICH 554587 WES CRNKOVICH F483DT5JNC WITNESS FEES 01/06/2023 6.00 01-51-61-42 WITNESS FEES Total 554587: 6.00 **WESAM NOURI** 554585 WESAM NOURI F480L6WDG9 WITNESS FEES 01/06/2023 25.00 01-51-61-42 WITNESS FEES Total 554585 25 00 WI DEPARTMENT OF JUSTICE 23732 WI DEPARTMENT OF JUSTICE G3488 202212 NEW HIRE BACKGROUND CHE 12/31/2022 14 00 01-52-31-19 HIRING EXPENSES 23732 WI DEPARTMENT OF JUSTICE G3488 202212 NEW HIRE BACKGROUND CHE 12/31/2022 21.00 11-58-12-18 SUPPLIES 23732 WI DEPARTMENT OF JUSTICE G3488 202212 NEW HIRE BACKGROUND CHE 12/31/2022 7.00 01-54-21-18 SUPPLIES & EXPENSE Total 23732: 42.00 WI DEPT OF TRANSPORTATION 23795 WI DEPT OF TRANSPORTATION 395-000029117 DOWNTOWN MAIN STREET 01/03/2023 606.53 16-58-16-60 CAPITAL OUTLAY 23795 WI DEPT OF TRANSPORTATION 395-000029117 DOWNTOWN MAIN STREET 01/03/2023 1.819.58 05-58-11-69 STREETS 2,426.11 Total 23795 23795 WI DEPT OF TRANSPORTATION 395-000029118 MAIN STREET BRIDGE 3953050 01/03/2023 1.448.59 05-58-11-40 BRIDGES Total 23795: 1,448.59 23795 WI DEPT OF TRANSPORTATION 395-00002912 CADY ST BRIDGE PROJ 395399 01/03/2023 2,300.01 05-58-11-40 BRIDGES Total 23795: 2.300.01 WI FIRE SERVICE ADMIN ASSOC 23655 WI FIRE SERVICE ADMIN ASSO 01012023 MEMBERSHIP DUES-A. PETER 01/01/2023 75.00 01-52-31-22 DUES, FEES & SUBS Total 23655: 75.00 WISCONSIN AVIATION INC 23646 WISCONSIN AVIATION INC RYV22-191701 FILTERS, FLAG, TOOLS 12/31/2022 262.03 01-54-53-18 SUPPLIES & EXPENSE Total 23646: 262.03 23646 WISCONSIN AVIATION INC RYV22-191995 MANAGEMENT FEES 12/31/2022 4.536.00 01-54-53-10 AIRPORT MANAGERS FE Total 23646: 4,536.00 23646 WISCONSIN AVIATION INC 957.60 01-54-53-18 SUPPLIES & EXPENSE RYV23-192076 REPAIR LABOR 12/31/2022 23646 WISCONSIN AVIATION INC RYV23-192076 DAILY LIGHT CHECKS 12/31/2022 1,470.00 01-54-53-38 NAVIGATIONAL AIDS 23646 WISCONSIN AVIATION INC RYV23-192076 SNOW REMOVAL 12/31/2022 1,543.50 01-54-53-39 SNOWPLOWING-AIRPOR

Payment Approval Report - Council Meeting Report dates: 1/1/2023-12/31/2023 Section 10, Item A.

Jan 12, 2023 01:16PM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total 23646:					3,971.10	
23646 WISCONS	IN AVIATION INC	RYV23-192174	ELECTRIC GATE & AWOS	12/31/2022	102.80	01-54-53-30 ELECTRIC
Total 23646:					102.80	
WISCONSIN PARK 23676 WISCONS	& REC ASSN IN PARK & REC ASSN	4528	KRISTINE MEMBERSHIP	10/14/2022	150.00	01-55-20-22 DUES, FEES & SUBS
Total 23676:					150.00	
WOLF PAVING COI 23910 WOLF PAV	MPANY INC /ING COMPANY INC	43634	COLD PATCH MIX FOR STREET	01/06/2023	1,481.20	05-58-11-69 STREETS
Total 23910:					1,481.20	
<b>WSESI</b> 554606 WSESI		3926	ANNUAL CONFERENCE AND D	01/06/2023	160.00	01-52-31-22 DUES, FEES & SUBS
Total 554606:					160.00	
ZBM INC 26005 ZBM INC		28603	PAPER PRODUCTS & CLEASIN	12/30/2022	57.67	01-54-53-18 SUPPLIES & EXPENSE
Total 26005:					57.67	
Grand Totals:					507,560.26	

#### Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

Invoice.Payment due date = 01/17/2023

### **PAYROLL SUMMARIES**

For the Period of: 11/30/2022 12/13/2022

Department	Empl	loyees PT	Regular Hours	Overtime Hours	Overtime Costs this Pay Period	Y-T-D Overtime Costs	Overtime Budget	Total Payroll
Police	45	-	3,559.98	224.00	11,218.11	117,124.21	84,000.00	126,573.28
Police Dispatch	9	3	791.00	81.50	2,995.39	48,203.60	37,000.00	22,462.15
Fire	26	1	2,834.00	419.00	14,326.15	185,768.86	92,000.00	85,527.21
Municipal Court	1	-	80.00	-	-	-	-	2,948.88
Mayor	1	1	100.00	-	-	-	-	2,692.28
Bldg. Inspection	3	3	281.25	-	-	320.68	1,000.00	7,543.65
Attorney	2	1	216.50	-	-	-	-	6,119.51
Finance	6	-	480.00	6.65	229.39	2,105.28	1,500.00	12,226.65
Watertown TV	2	2	190.00	-	-		-	4,479.00
Administration	2	1	200.00	-	-		-	5,406.70
Engineering	4	2	400.00	-	-		-	8,382.80
Health	9	3	819.25	-	-	183.30	12,000.00	24,763.67
Library	8	18	1,116.63	1.50	48.29	550.25	-	22,836.64
Municipal Building	1	-	80.00	-	-	1,325.38	1,000.00	1,598.40
Senior Center	3	1	282.50	-	-	498.10	400.00	5,944.21
Solid Waste	8	-	640.00	8.25	115.53	3,379.81	2,700.00	16,162.18
Street	23	-	1,840.00	58.75	2,298.77	21,928.85	45,900.00	53,822.32
Park	8	-	640.00	2.50	402.22	8,493.85	18,000.00	15,526.73
Forestry	2	-	160.00	8.00		-	-	4,220.96
Park/Rec Admin	1	-	80.00	-	-	-	-	3,012.80
Recreation and Pools	-	22	161.00	-	-	2,849.94	500.00	2,283.75
Wastewater	11	-	880.00	21.50	851.77	7,434.55	18,000.00	25,794.90
Water Dept.	11	-	880.00	11.75	488.85	12,245.23	36,697.00	28,270.10
Crossing Guards	-	10	134.00	-	-	-	-	1,507.50
Police Auxiliary	-	4	34.25	-	-	-	-	212.76
Alderpersons (2nd PR)	-	9	9	-	-	-	-	4,062.15
TOTALS	186 FT	81 PT	16,889.36	843.40	32,974.47	413,263.25	350,697.00	494,381.18

### **PAYROLL SUMMARIES**

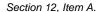
For the Period of: 12/14/2022 12/27/2022

Department	Empl FT	loyees PT	Regular Hours	Overtime Hours	Overtime Costs this Pay Period	Y-T-D Overtime Costs	Overtime Budget	Total Payroll
Police	46	-	3,489.24	99.00	4,277.32	117,124.21	84,000.00	142,587.48
Police Dispatch	8	2	744.00	51.50	2,221.88	48,203.60	37,000.00	26,452.95
Fire	26	-	2,760.00	307.25	10,753.00	185,768.86	92,000.00	80,162.03
Municipal Court	1	-	80.00	-	-	-	-	2,948.88
Mayor	1	1	100.00	-	-	-	-	2,692.28
Bldg. Inspection	3	3	281.25	-	-	320.68	1,000.00	7,526.34
Attorney	2	1	220.00	-	-	-	-	6,186.90
Finance	6	-	480.00	1.75	-	2,105.28	1,500.00	11,820.50
Watertown TV	2	2	190.00	-	-		-	4,479.00
Administration	2	1	200.00	-	-		-	5,400.93
Engineering	4	3	413.75	-	-		-	8,446.06
Health	9	3	815.00	-	-	183.30	12,000.00	41,403.46
Library	8	15	1,000.75	-	-	550.25	-	20,542.65
Municipal Building	1	-	80.00	4.50	134.87	1,325.38	1,000.00	1,733.27
Senior Center	3	1	256.00	-	-	498.10	400.00	5,679.20
Solid Waste	8	-	640.00	5.75	206.30	3,379.81	2,700.00	14,561.09
Street	23	-	1,840.00	339.00	12,379.17	21,928.85	45,900.00	65,876.06
Park	8	-	640.00	21.00	1,041.74	8,493.85	18,000.00	16,601.87
Forestry	2	-	160.00	9.00		-	-	4,115.59
Park/Rec Admin	1	-	80.00	-	-	-	-	3,012.80
Recreation and Pools	-	18	101.25	-	-	2,849.94	500.00	1,217.27
Wastewater	11	-	880.00	25.50	932.34	7,434.55	18,000.00	26,054.57
Water Dept.	11	-	880.00	26.00	1,032.25	12,245.23	36,697.00	28,291.71
Crossing Guards	-	9	82.00	-	-	-	-	922.50
Police Auxiliary	-	2	10.75	-	-	-	-	169.42
Alderpersons (2nd PR)	-	-	-	-	-	-	-	-
TOTALS	186 FT	61 PT	16,423.99	890.25	32,978.87	413,263.25	350,697.00	528,884.81

## **CITY OF WATERTOWN**

## Cash & Investment Summary 12/31/22

Available Cash on Hand 12/1/2022 December Receipts	\$ \$	1,762,492.02 18,482,267.95		
Total Cash			\$	20,244,759.97
Disbursements				
Total Disbursements			\$	(10,492,555.04)
TOTAL AVAILABLE CASH			\$	9,752,204.93
Cash on Hand (in bank) 12/31/2022 Less Outstanding Checks	\$ \$	9,873,440.39 (121,235.46)		
TOTAL AVAILABLE CASH			\$	9,752,204.93
Total Invested Funds:				22 200 020 52
Local Government Investment Pool			\$ \$ <b>\$</b>	32,290,039.53
Ehlers Investment Partners			<u> </u>	11,250,577.61
TOTAL INVESTED FUNDS			\$	43,540,617.14
Breakdown:				
General			\$	13,168,794.50
Capital Projects			\$	2,930,953.22
Library			\$	285,711.02
TID #4			\$ \$	3,125,852.00
TID #5			\$	1,053,142.44
ARPA			\$	2,100,612.51
Developer Park Fees			\$	155,938.40
Riverfest			\$	39,671.89
Envrionmental Health			\$	614,071.23
Wastewater Utility			\$	9,785,243.29
Water Utility			\$	5,996,025.43
Storm Water Utility			\$ \$ \$	3,632,733.15
Solid Waste			\$	651,868.06
TOTAL INVESTED FUNDS			\$	43,540,617.14
Interest YTD (net of fees)			۲	442 205 20
Local Government Investment Pool			\$	443,205.20
Ehler's (does not include market depreciation/ap	opreciat	tion)	\$ <b>\$</b>	189,228.82
TOTAL INTEREST YTD (all funds)			\$	632,434.02





Clerk
106 Jones Street
PO Box 477
Watertown, WI 53094-0477
(920) 262-4006

Office of the

January 12, 2023

TO: Members of the Common Council

### The following application has been recommended for *approval* by the Licensing Board:

Temporary "Class B"/Class "B" license from Luther Preparatory School Booster Club for Luther Prep Auction Gala XVII, 1300 Western Ave (gym) on April 22, 2023, 5:00 P.M - 12:00 A.M.

Agent change for Kwik Trip, 1731 S Church Street, Watertown WI 53098 from Linda Lippens to Edith Uttech

The Following application has been recommended for <u>denial</u> by the Licensing Board due to false or missing information, either intentional or unintentional, on the Beverage Operator License application:

Operator's License – Jennifer Davis.

Respectfully submitted,

Megan Dunneisen, City Clerk

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

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

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

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

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

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

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

Name of Street	Side	Location
South Water Street	West	From the southern curbline of West Main Street
		south a distance of 40 feet
South Water Street	East	From the southern curbline of West Main Street
		south a distance of 40 feet
Name of Street	Side	Location
	Diac	
South Water Street	West	From a point 100 feet south of the southern curbline
- 100 0- 10 0- 10 0		From a point 100 feet south of the southern curbline of West Main Street to a point 130 feet further south
- 100 0- 10 0- 10 0		of West Main Street to a point 130 feet further south
South Water Street	West	*

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

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

DATE:		ary 17, 123	February 7, 2023		
READING:	1	ST	2ND		
	YES	NO	YES	NO	
DAVIS					
LAMPE					
RUETTEN					
BARTZ					
LICHT					
SMITH					
SCHMID					
WETZEL					
ROMLEIN					
MAYOR MCFARLAND					
TOTAL					

ADOPTED <u>February 7, 2023</u>
CITY CLERK
APPROVED <u>February 7, 2023</u>
MAYOR

### **ORDINANCE TO**

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

## SPONSOR: ALDERPERSON SMITH FROM: PUBLIC SAFETY & WELFARE COMMITTEE

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

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

Name of Street

Side

Location

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

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

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

DATE:		iary 7, 123	February 7, 2023		
READING:	1ST		2	2ND	
	YES	NO	YES	NO	
DAVIS					
LAMPE					
RUETTEN					
BARTZ					
LICHT					
SMITH					
SCHMID					
WETZEL					
ROMLEIN					
MAYOR MCFARLAND	_	_			
TOTAL					

ADOPTED February 7, 2023
CITY CLERK
APPROVED February 7, 2023
MAYOR

## RESOLUTION TO ENTER INTO THE

## 2023 SERVICE AGREEMENT BETWEEN THE CITY OF WATERTOWN, WISCONSIN AND THE WATERTOWN HUMANE SOCIETY

SPONSOR: MAYOR EMILY MCFARLAND FROM: FINANCE COMMITTEE

**WHEREAS**, the attached 2023 Service Agreement between the City of Watertown, Wisconsin and the Watertown Humane Society has been reviewed as to legal form and sufficiency by the City Attorney and deemed appropriate; and,

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

That the proper City Officials be and are hereby authorized to execute the 2023 Service Agreement between the City of Watertown, Wisconsin and the Watertown Humane Society.

	YES	NO	
DAVIS			адортед <u>January 17, 2023</u>
LAMPE			
RUETTEN			
BARTZ			CITY CLERK
LICHT			
SMITH			APPROVED <u>January</u> 17, 2023
SCHMID			
WETZEL			
ROMLEIN			MAYOR
MAYOR MCFARLAND			
TOTAL			

# 2023 SERVICE AGREEMENT BETWEEN THE CITY OF WATERTOWN, WISCONSIN AND THE WATERTOWN HUMANE SOCIETY

THIS AGREEMENT is entered into this 1st day of January 2023 by and between the City of Watertown, a Wisconsin municipal corporation located in Jefferson and Dodge Counties, Wisconsin, hereinafter referred to as the "City," (notices and communications hereunder to be delivered to: 106 Jones Street, Watertown, WI 53094) and the Watertown Humane Society, Inc., hereinafter referred to as "WHS," (notices and communications hereunder to be delivered to: 418 Water Tower Court, Watertown, WI 53094), a Wisconsin nonprofit corporation located in Watertown, Wisconsin, for animal services to be provided by "WHS."

#### 1. REMUNERATION

- 1.1. The City, in consideration of performance by WHS under this Agreement, as herein set forth, shall pay WHS for services furnished as provided hereunder.
- 1.2. The City shall pay to WHS for the entire calendar year, 2023, the sum of \$62,830.00 (Sixty-two Thousand, Eight Hundred and Thirty Dollars) in four (4) quarterly calendar installments of \$15,707.50 (Fifteen Thousand, Seven Hundred Seven Dollars and Fifty Cents) with respect to, and within, the calendar year 2023. Payment is due within fifteen (15) days of the beginning of each quarter.
- 1.3. Parties agree to annually review the above referenced amount and negotiate to increase or decrease that amount as described in Section 8.

### 2. DEFINITIONS

- 2.1. Animals Dogs, cats and other small domestic animals.
- 2.2. Fees
  - 2.2.1. Adoption Fee an amount charged for the administrative services relative to the transfer of an animal to a new owner.
  - 2.2.2. Boarding Fee a daily amount charged for the care of an animal while at WHS.
  - 2.2.3. Reclaim Fee an amount in addition to the boarding fee charged to the owner of an animal that has been kept at WHS in order to reclaim the animal.
  - 2.2.4. Service Fee amount charged to private citizens by WHS to transfer an animal from WHS to a new owner (adoption), to accept an animal into WHS (surrender), or to euthanize an animal and/or dispose of a dead animal.
  - 2.2.5 Surrender Fee-amount charged to relinquish a pet to the custody of the Watertown Humane Society.
  - 2.2.5. Cremation Fee amounts charged to private citizens by WHS for either group or private cremation of an animal.

City of Watertown and Watertown Humane Society, Inc. Service Agreement 2023-2024

- 2.3 Surrender a statement by a former owner of an animal that he or she relinquishes all rights to that animal.
- 2.4. Owner/Caretaker includes any person owning, harboring or keeping a dog or cat, and the occupant of any premises on which a dog or cat remains or to which it customarily returns daily for ten (10) days is presumed to be harboring or keeping the dog or cat within the meaning of this agreement per Watertown Municipal Code §228-3 and §228-16.
- 2.5. Live Trap a trap that can be loaned out for live trapping of domestic stray animals. A deposit fee is required and said deposit is returned when the trap is returned in good working order.

#### 3. RESPONSIBILITIES OF THE CITY

- 3.1. The City shall provide full cooperation and assistance to WHS, its officers, agents and employees in order to facilitate and accomplish the services performed under this agreement.
- 3.2. The City agrees that its Police Department will cooperate in the apprehension and/or destruction of dangerous, vicious or completely uncatchable animals when such animals are mutually determined to be dangerous, vicious or completely uncatchable.
- 3.3. Where special supplies, stationery, notices, forms and similar materials are to be issued in the name of the City, the same shall be supplied by the City to WHS at the expense of the City and shall be in addition to the annual agreement rate.
- 3.4. The City's Police Department, at its discretion, may issue animal at large citations from the information provided by WHS. This information will be received from WHS as per Section 4.6 of this Agreement.

### 4. RESPONSIBILITIES OF WATERTOWN HUMANE SOCIETY (WHS)

- 4.1. The WHS agrees to furnish and maintain facilities and equipment adequate for the maintenance, housing, shelter, care, euthanasia, and disposal of all animals unlawfully at large and to harbor them under and pursuant to the applicable ordinances of the City, the object being to keep such stray animals, to release them back to their owner or to any other person after service fees, as determined to be appropriate by WHS, have been paid, or to destroy them and dispose of the dead animals.
- 4.2. WHS will maintain current and accurate records of how all animals received are disposed of and allow the City and its employees open access and the ability to inspect such records as requested at all reasonable times. WHS will comply with §173 of Wisconsin Statues pertaining to the animals.
- 4.3. Prior to any renewal of this Agreement under same or similar terms, WHS shall provide to the City annual financial statements and copies of income tax and informational or supplemental returns, documents, and additional financial statements as requested consisting of date comprising no less than twelve (12) months of WHS's fiscal activity. Except pursuant to the City's sole and exclusive discretion to

Watertown Humane Society, Inc. Service Agreement 2023-2024

make waiver, no renewal of this Agreement under same or similar terms may be entered into unless WHS furnishes the materials in fulfillment of the foregoing not later than ninety (90) days prior to any expiration of the term hereunder.

4.4. WHS shall ensure that there are sufficient personnel on duty at the Watertown Humane Society during the following business hours:

Monday: CLOSED
Tuesday: 10am to 5pm
Wednesday: 10am to 5pm
Thursday: 10am to 5pm
Friday: 10am to 5pm
Saturday: 10am to 3pm

Sunday: CLOSED

- 4.4.1. These hours may change from time to time to better serve the community and animals. In the event the shelter hours change, the hours indicated above shall automatically be changed to reflect the new hours of operation upon written notice to the City.
- 4.4.2. WHS will be closed on the following holidays: New Years Day, Good Friday, Memorial Day, Independence Day (4<sup>th</sup> of July), Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Years Eve. WHS will inform the City in writing if the shelter will be closed any additional holidays.
- 4.4.3. Except under demonstrable extenuating circumstances, WHS will respond to all calls from the Watertown Police Department, routine or emergency in the following manner: WHS will respond within 60 minutes of calls placed between 7:00am to 7:00pm seven days a week; WHS will respond within 90 minutes of calls placed between 7:01pm and 6:59am, seven days a week and only if the situation is deemed an emergency by the police department.
  - 4.4.3.1. An emergency call from law enforcement involves one of the following situations: 1) A critically wounded stray animal; 2) an animal in an abusive situation; 3) an animal that has bitten someone and requires assistance for removal; 4) an animal seized by a law enforcement officer under the provisions of §173.13 of Wisconsin Statues and/or analogous City ordinances. Assigning an emergent nature to a call shall be at the sole and exclusive determination of a member of the City's Police Department.
- 4.5. It shall be the principal duty of WHS to furnish personnel equipped and prepared to assist between 7:00am and 7:00pm to respond within 60 minutes of calls placed within said hours, to assist in an emergency, and to report and work cooperatively with the City's Police Department during the investigation of complaints received from City residents when done in compliance with §173 of Wisconsin Statues, analogous City ordinances or other applicable authority.
- 4.6. In instances of animals running at large, once WHS properly identifies the animal and the owner, this information shall be provided to the City of Watertown Police Department. At a minimum, the information shall include the owner's name, address, phone number(s) and a synopsis of the incident such as location, description of animal, date, time and police department incident number, if known.

City of Watertown and Watertown Humane Society, Inc. Service Agreement 2023-2024

- 4.7. Under no circumstances shall WHS allow a resident of the City of Watertown to adopt animals in a number that exceeds the numerical limits set forth in the relevant rules or regulations.
- 4.8 WHS shall provide a list of at least four emergency contacts to the City Police Department and Humane Officers. The four emergency contacts are responsible for complying with and responding to within sixty (60) minutes of all calls from the City Police Department placed between 7:00 a.m. and 7:00 p.m. and for responding to all emergency calls between 7:00 p.m. and 7:00 a.m. withing ninety (90) minutes. Said list shall be updated within 5 days of any change to the contact list.
- 4.9 WHS shall reserve at least four (4) kennels for the use by the City of Watertown at all times as identified on Exhibit A. WHS may use some of the four (4) Kennels for other animals under its control for up to 24 hours, provided at least two (2) kennels are reserved for the City's use. This time may only be expanded on a case-by-case basis upon express permission granted by a Humane Officer or his delegate in his absence for the City of Watertown.
- 4.10 WHS shall provide the Police Department 24 hour access to the kennels reserved for the City of Watertown.

### 5. PUBLIC SAFETY AND SERVICE

- 5.1. Impoundment the City will, whenever possible, provide written documentation to WHS in connection with the impoundment of an animal. WHS shall take delivery of impounded animals. WHS will not be responsible for obtaining any veterinarian care for an owned, impounded animal. If WHS decides, at its sole discretion to obtain veterinarian care for an owned, impounded animal, the owner will be responsible for reimbursing WHS the cost of all medical treatment. Release of said animal may be done only after impoundment requirements have been met. The City shall be exempt from any such bonds or costs.
- 5.2. Rabies Control/Bite/Quarantine Cases
- 5.2.1. Owner Known WHS will not quarantine an animal which has bitten, and its owner is known unless ordered by the local law enforcement agency in special cases. The owner shall provide WHS with a minimum \$250 cash bond and pay daily costs for the custody and care of said animal during the quarantine period. If an animal is ordered to be euthanized, the owner may not be allowed to see or visit the animal once the animal is in quarantine.
- 5.2.2. Stray/Owner Unknown WHS will work at the direction of the Health Department for quarantine and rabies submission as outlined in Wisconsin Statute § 95.21 involving stray or owner unknown animals. WHS will euthanize and dispose of the carcass of rabies specimens submitted to the Wisconsin State Lab of Hygiene. The Health Department must be notified by WHS in the event of any animal bite cases.
- 5.3. Seize and Rescue WHS will work with the appropriate City departments to seize/rescue animals for the health and safety of the animals and for the health and safety of the public, but only a law enforcement officer will have the authority to seize an owned animal.

### 6. MUTUAL AGREEMENTS BETWEEN THE CITY AND WHS

City of Watertown and Watertown Humane Society, Inc. Service Agreement 2023-2024

- 6.1. WHS shall become the owner of all stray animals after the statutory period of impoundment has expired. No animals, dead or alive, will be sold or given away for purposes of experimentation or medical use. WHS shall not release any animal seized by, or at the direction of, the City Humane Officer without the authorization of the City Humane Officer or his delegate in his absence.
- 6.2. When space allows, WHS may accept animals for surrender at the shelter from citizens of the City. The surrender shall include a surrender fee to be paid by the animal's owner. If the Watertown Humane Society does not have space available, the animal will be placed on a waiting list until space opens. The staff of the Watertown Humane Society will guide and educate community members on the resources available to them to assist in the rehoming of their animals independently. The Watertown Humane Society reserves the right to refuse intake of any owner surrender at their discretion.
- 6.3. WHS will dispose of stray animal carcasses.
- 6.4. If an injured animal bearing a current rabies tag, identification tag or other information such that the owner can be identified is impounded, the WHS Manager or designee has the authority and discretion to take or send the injured animal to a licensed veterinarian after reasonable efforts are made to contact the owner of the injured animal. The owner will be responsible for reimbursing WHS the veterinarian costs related to the care of their animal.
- 6.5. WHS shall be responsible for all salaries and other benefits paid to WHS employees. In addition, WHS shall be responsible for providing Worker's Compensation Insurance and Unemployment Compensation Insurance for its employees, professional liability insurance for its employees and agents with limits of at least \$300,000.00 and commercial umbrella excess liability insurance with limits of at least \$500,000.00. Certificates of insurance showing compliance with this paragraph shall be provided to the City. The City shall be responsible for providing liability insurance covering its liabilities in this instance with the limits of coverage of at least \$50,000.
- 6.6. Each party to the Agreement shall perform all acts and execute and deliver all documents as may be necessary and proper under the circumstances to accomplish the intent and purpose of this Agreement to carry out its provisions.

#### 7. HUMANE OFFICER PROVISIONS

- 7.1. One or more law enforcement officers, as appointed or assigned by the Chief of Police shall serve as the City Humane Officer.
  - 7.1.1. All duties of the City Humane Officer shall be outlined in §173 of the Wisconsin Statutes and the City Humane Officer shall enforce all laws and ordinances relating to animals within the City, including but not limited to, the provisions of §173 of the Wisconsin Statutes, which had been adopted by the City. WHS shall act at the direction of the City Humane Officer and such action shall conform to the requirements of §173 of the Wisconsin Statutes.
  - 7.1.2. The Humane Officer of the City and any other properly authorized delegate of the City shall possess all the authorities pursuant to §173 of the Wisconsin Statutes.

#### 8. TERM

City of Watertown and Watertown Humane Society, Inc. Service Agreement 2023-2024

The term of this Agreement shall be from January 1, 2023 to December 31, 2023 and this Agreement shall automatically renew on January 1, 2024 for successive term of twelve (12) months and then on December 31 of said calendar year, 2024 and automatically renew thereafter for identical, successive twelve (12) month terms until and unless terminated for cause hereunder or upon written notice received by the non-terminating party on or before September 30 within the annual calendar term set to expire. This Agreement may be modified at any time as described in Section 12.2.

#### 9. TERMINATION OF AGREEMENT

- 9.1. Termination of Agreement for Cause. If through any cause, either the City or WHS shall fail to fulfill in a timely proper manner its obligations under this agreement, or if either party violates any of the covenants or stipulations of this Agreement, the aggrieved party shall, prior to termination, give written notice to the other party of such violation and if the violation is not eliminated or cured within ten (10) days of personal delivery of such notice at the address given above for such party, the aggrieved party shall have the right to terminate this Agreement and specify the effective date thereof.
- 9.2. Termination for Convenience of the City or WHS. If for any reason either the City or WHS does not anticipate renewal of the Agreement at the end of the current term, written notice shall be given to the other at least 90 days before the termination date of the current Agreement.
- 9.3. Termination for Non-appropriation. If the City does not appropriate funds in the fiscal year in the amount equal to the price negotiated by the following agreement year, it is mutually agreed that this contract may be cancelled by either party; however, the City shall, to the extent reasonably possible, seek to maintain funding levels such that a suitable contingency plan for this situation can be planned for and implemented by WHS to prevent harm to the animals currently residing at WHS and to prevent harm or threat of harm to the community from stray animals posing a health threat.

#### 10. NONLIABILITY

- 10.1. No person, firm, corporation or other entity shall obtain any civil liability remedy against the City or WHS, or their respective officers, employees or agents, for any damage, claims or causes of action arising out of or resulting from the execution of this Agreement. Furthermore, nothing in this Agreement is intended to be interpreted to expand any liability that either the City or WHS may have to any third parties. This Agreement is in no way intended to benefit any persons other than the parties to it and is not entered into with the intent to benefit any other person, firm, corporation or other entity, either directly or indirectly.
- 10.2. Nothing in this Agreement shall be construed to create any liability or waive any of the immunities, limitations on liability, or other provisions as conferred by laws of the State of Wisconsin and Federal government, including the notice provisions for governmental claims contained in § 893.80 of the Wisconsin Statutes . This Agreement does not confer any additional immunities or limitations on liability otherwise available to WHS, or the City, or their respective officers, employees, or agents.
- 10.3. The City agrees to authorize WHS to effectively carry out the City's obligations under this Agreement, and to take whatever action is reasonably required to effectuate such authorization. Such authority shall

City of Watert

Watertown Humane Society, Inc. Service Agreement 2023-2024

include, but is not limited to, the authority to enforce the Wisconsin Rabies Law, and other local ordinances pertaining to Humane Officers. Other than the authorities specifically delegated to WHS by ordinance, contract or otherwise, WHS has no authority, as agent or otherwise, to bind the City to any legal obligation. WHS, its officers, agents or employees are independent contractors and are not agents or employees of the City.

10.4. Whenever any loss, costs, damage or expense occurs resulting from any casualty or incidents incurred by either of the parties to this Agreement in connection with the services rendered under this Agreement, and such party is then covered in whole or in parts by insurance with respect to loss, cost, damage or expense, the party is so insured by this Agreement releases the other party from any liability it may have an account of such loss, costs, damage or expense to the extent of the amount recovered by reason of such insurance, and waves the right of subrogation which might otherwise exist or accrue to any person on account of it, provided that such release of liability and waiver of the right of subrogation may not be operative in any case where the effect is to invalidate such insurance coverage or increase its cost. Such a waiver shall be evidenced in proper certificates or endorsements from appropriate carriers or insurance funds of the parties.

#### 11. AUTHORITY

The parties signing below represent and warrant that they have the legal authority, by ordinance or otherwise, to enter into this Agreement and to bind the City to its terms. A copy of the resolution and a copy of the minutes from the appropriate meeting authorizing this action by the City shall be attached to the Agreement and included by reference here in.

#### 12. NON-ASSIGNMENT, AMENDMENTS AND SEVERABILITY

- 12.1. This Agreement shall not be assignable to either party to it, or shall the performance of any of the duties under it be delegable to any party to it, without the express written consent of all the parties hereto. This Agreement shall not be assignable to operation of law.
- 12.2. Neither this Agreement nor any term or provision of it may be changed, waived, discharged, amended, modified or in any manner other than by an instrument in writing signed by both of the parties to this Agreement.
- 12.3. If any term or provision of this Agreement is at any time during the term of this Agreement, or any extension of the Agreement, determined by a Court of competent jurisdiction to be in conflict with applicable Federal law, State law, Federal or State administrative agency rule, or Federal or State judicial decision, such term or provision shall continue in effect only to the extent permitted by such law, rule, or decision. If such part of this Agreement cannot be amended to be applied under said law, rule or decision, then such term or provision shall be deemed invalid, however, the remaining provisions of this Agreement will remain in full force and effect, and the Agreement will be enforced and interpreted to extent possible without said conflicting provisions.

City of Watertown and Watertown Humane Society, Inc. Service Agreement 2023-2024

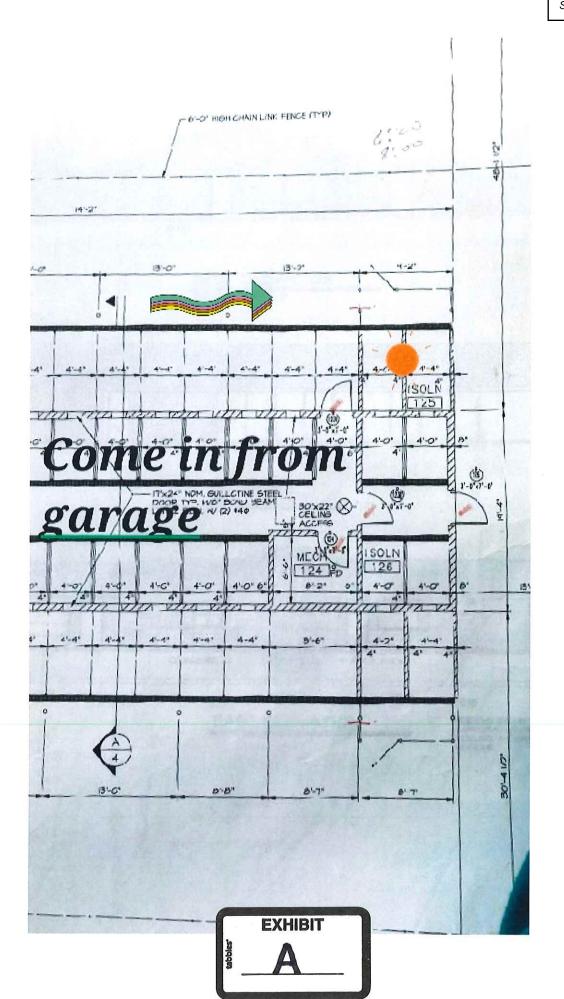
12.4. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Wisconsin, without giving effect to principles and provisions of those laws relating to conflict or choice of laws.

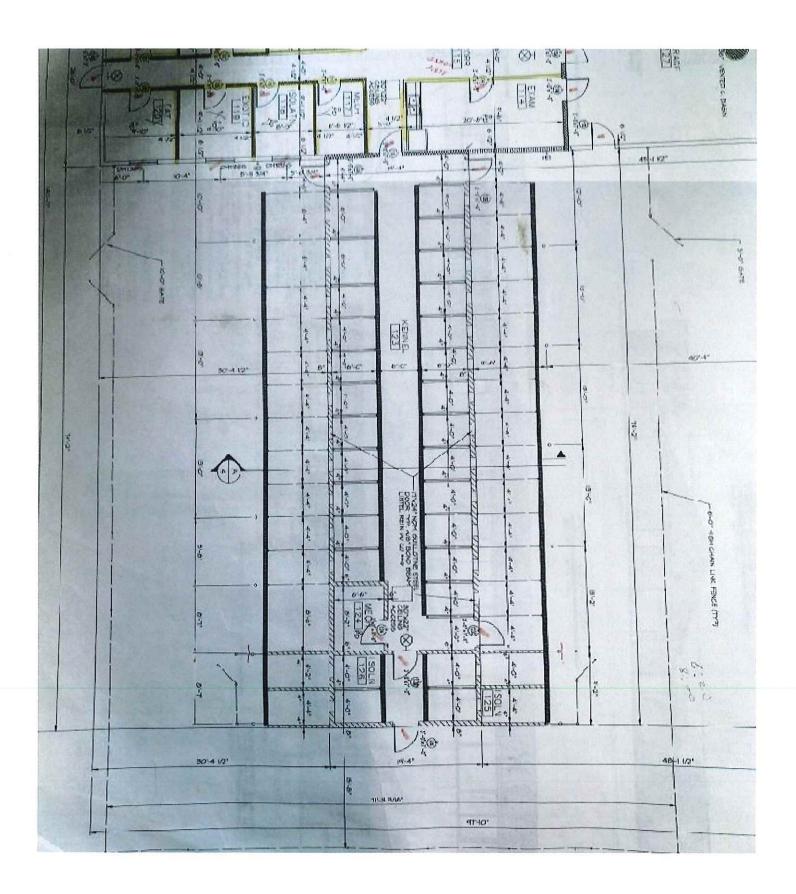
[SIGNATURE PAGE TO FOLLOW]

### City of Watert

# Watertown Humane Society, Inc. Service Agreement 2023-2024

WATERTOWN HUMANE SOCIETY, INC.	CITY OF WATERTOWN
BY: Kathy Pollnsky, Board President  DATE: 12-21-22	BY: Emily McFarland, Mayor DATE:
Primary Contact for Watertown Humane Society, Inc.	Primary Contact for City of Watertown
Heather VanDam	
Executive Director	City Attorney Steven T. Chesebro
418 Water Tower Court	106 Jones Street
Watertown, WI 53094	Watertown, WI 53094
manager@whsadopt.org	
Approved as to form and sufficiency:	
City Attorney	
State Bar No. 1074496	





# RESOLUTION TO APPROVE STATE/MUNICIPAL AGREEMENT FOR WELSH ROAD SAFETY IMPROVEMENTS AT HIGHWAY 26 BYPASS OVERPASS

# SPONSOR: MAYOR MCFARLAND FROM: FINANCE COMMITTEE

WHEREAS, The City of Watertown submitted a Wisconsin Department of Transportation (WisDOT) Highway Safety Improvement Program (HSIP) application for safety improvements on Welsh Road at the Highway 26 Bypass overpass in the City of Watertown; and,

WHEREAS, The City was successful in said HSIP application; and,

WHEREAS, said safety improvements are scheduled to be constructed in State FY 2024; and,

**WHEREAS**, the State of Wisconsin will be responsible for 90% of eligible safety improvements; and,

**WHEREAS**, the City of Watertown will be responsible for 10% of eligible safety improvements, 100% of non-participating construction costs, 100% of preliminary engineering/plan development, and any other non-participating expenses under the agreement.

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

That the proper City officials are hereby authorized to approve the State/Municipal Agreement (SMA) for safety improvements on Welsh Road at the Highway 26 Bypass overpass in the City of Watertown. Said work is scheduled to commence in State FY 2024.

	YES	NO	
DAVIS			адортед <u>January 17, 2023</u>
LAMPE			
RUETTEN			
BARTZ			CITY CLERK
LICHT			
SMITH			APPROVED <u>January 17, 2023</u>
SCHMID			
WETZEL			
ROMLEIN			MAYOR
MAYOR MCFARLAND			
TOTAL			

# **RESOLUTION TO**

# APPROVE STATE/MUNICIPAL AGREEMENT FOR RECONSTRUCTION OF DEWEY AVENUE BETWEEN EAST MAIN STREET AND EAST DIVISION STREET IN 2026

SPONSOR: MAYOR MCFARLAND FROM: FINANCE COMMITTEE

WHEREAS, The City of Watertown submitted a Wisconsin Department of Transportation (WisDOT) FY 2023-2026 Bipartisan Infrastructure Law (BIL) Surface Transportation Program (STP)-Urban Program application for the reconstruction of Dewey Avenue between East Main Street and East Division Street; and,

WHEREAS, The City was successful in said STP-Urban Program application; and,

**WHEREAS**, the reconstruction of Dewey Avenue between East Main Street and East Division Street is scheduled to commence in State FY 2026; and,

WHEREAS, the State of Wisconsin will be responsible for 80% of eligible roadway reconstruction costs; and,

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

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

That the proper City officials are hereby authorized to approve the State/Municipal Agreement (SMA) for the reconstruction of Dewey Avenue between East Main Street and East Division Street for work to commence in State FY 2026.

			_
	YES	NO	
DAVIS			ADOPTED <u>January 17, 2023</u>
LAMPE			
RUETTEN			
BARTZ			CITY CLERK
LICHT			
SMITH			APPROVED <u>January 17, 2023</u>
SCHMID			
WETZEL			
ROMLEIN			MAYOR
MAYOR MCFARLAND			
TOTAL			

# RESOLUTION APPROVING PURCHASE AND SALE AGREEMENT BETWEEN BASO HOLDINGS LLC AND THE CITY OF WATERTOWN

# SPONSOR: MAYOR EMILY MCFARLAND FROM: FINANCE COMMITTEE

WHEREAS, the attached Purchase and Sale Agreement between BASO Holdings LLC and the City of Watertown has been reviewed and deemed appropriate and in the best and vital interest of the City; and,

WHEREAS, the Plan Commission approved listing the land for sale on November 14, 2022; and,

**WHEREAS**, the Finance Commission recommended approval of the offer to purchase on November 21, 2022.

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

That based upon the foregoing, and, the objectives, generally, of the City with respect to continued economic development, and consistent with the aims and purposes thereto, the Mayor and City Clerk are hereby authorized to execute and implement the attached Purchase and Sale Agreement between BASO Holdings LLC and the City of Watertown.

			_
	YES	NO	
DAVIS			ADOPTEDJanuary 17, 2023_
LAMPE			
RUETTEN			
BARTZ			CITY CLERK
LICHT			
SMITH			APPROVED <u>January 17, 2023</u>
SCHMID			
WETZEL			
ROMLEIN			MAYOR
MAYOR MCFARLAND			
TOTAL			

#### PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "<u>Agreement</u>") is made as of \_\_\_\_\_\_, 202\_\_\_, by and between BASO HOLDINGS LLC, a Wisconsin limited liability company ("<u>Buyer</u>"), and the CITY OF WATERTOWN, WISCONSIN, a Wisconsin municipal corporation ("<u>Seller</u>").

#### WITNESSETH:

WHEREAS, Seller presently owns and holds title to that certain real property consisting of approximately 5.34 acres located in Jefferson County, Wisconsin, having Tax Parcel No. 28-291-0815-0624-004 and which is generally depicted on Exhibit A attached hereto and made a part hereof, including all and singular the easements, rights-of-way and other appurtenances thereto, and all other real property rights and properties of Seller relating thereto (collectively, the "Property"); and

WHEREAS, Buyer desires to purchase the Property from Seller, and Seller desires to sell and convey the same to Buyer, upon and subject to the terms, covenants and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the foregoing premises, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

1. <u>Purchase/Sale; Effective Date</u>. Buyer agrees to purchase and acquire the Property from Seller, and Seller agrees to sell and convey the Property to Buyer, upon and subject to the terms, covenants and conditions set forth herein. The "<u>Effective Date</u>" of this Agreement shall be the date of execution and delivery of this Agreement by the last of Buyer and Seller as evidenced by the date below the signature of each.

#### 2. Purchase Price.

- 2.1 <u>Amount</u>. The purchase price (the "<u>Purchase Price</u>") for the Property is and shall be One Hundred Thirty-three Thousand Five Hundred and No/100 Dollars (\$133,500.00), payable as follows:
- (a) Five Thousand and No/100 Dollars (\$5,000.00) (the "Earnest Money"), by check, payable to the order of Wisconsin Title Service Co. Inc., Waukesha, Wisconsin ("Escrow Agent") to be delivered within five (5) business days after the Effective Date, as an earnest money deposit to be held by the Escrow Agent; and
- (b) The balance (adjusted for prorations and credits as specified in this Agreement), by wire transfer to the account of Seller, at Closing (as hereinafter defined).
- 2.2 <u>Earnest Money</u>. The Earnest Money shall be held by Escrow Agent in its trust account, subject to the terms hereof, to be applied, at Closing, against the Purchase Price, or if this transaction fails to close, disbursed as otherwise set forth in this Agreement. The Earnest

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Money shall be held by Escrow Agent pursuant to Escrow Agent's standard escrow instrument, with such modifications thereto as the parties to such escrow instrument shall mutually agree; provided, however, in the event of any conflict between the terms of the escrow instrument and the terms of this Agreement, the terms of this Agreement shall control.

3. <u>Seller's Deliveries</u>. Within five (5) business days after the Effective Date, Seller shall deliver to Buyer all existing title reports, surveys, environmental reports and engineering reports relating to the Property to the extent in Seller's possession (collectively, "<u>Seller's Deliveries</u>"). If this Agreement is terminated, then, within five (5) business days after such termination, Buyer shall deliver to Seller all of Seller's Deliveries and all copies made of Seller's Deliveries.

## 4. Due Diligence; Title Review.

## 4.1 <u>Due Diligence Period</u>.

- Buyer's Investigations. Buyer and its contractors, consultants, (a) engineers, inspectors, employees and agents shall have the period from the Effective Date through the date which is forty-five (45) days after the Effective Date (the "Due Diligence Period") to conduct due diligence investigations and analysis of the Property (collectively "Buyer's Investigations"), including, without limitation: (i) studies, examinations, inspections, surveys, assessments, appraisals, analyses, well and septic system inspections, and other investigations as it may, in its sole discretion, deem necessary or desirable in order to determine the feasibility of acquiring and using the Property for Buyer's intended use; and (ii) environmental and other tests as it may, in its sole discretion, deem necessary or desirable in order to determine the feasibility of acquiring and using the Property for Buyer's intended use. Notwithstanding the foregoing, before conducting any physically intrusive test (for example, soil borings or ground water sampling), Buyer shall obtain Seller's written consent, which consent shall not be unreasonably withheld. Buyer's request for Seller's consent for any such additional physically intrusive testing shall include a description of the scope, timing and purpose of such tests. Buyer shall promptly restore the Property to its original condition, wear and tear excepted, after Buyer's Investigations are completed. Prior to accessing the Property for Buyer's Investigations, Buyer shall give Seller at least twenty-four hours' prior written notice requesting such access; such access shall only be conducted during normal weekday business hours; and a representative of Seller shall have the opportunity to be present during each such access.
- (b) <u>Confidentiality</u>. Buyer and its contractors, consultants, engineers, inspectors, employees and agents shall hold in confidence Seller's Deliveries, and any and all appraisals, studies, reports and other documentation and information obtained during Buyer's Investigations, and shall not disclose the same to any party whatsoever, except as expressly contemplated by this Agreement or as may otherwise be required in connection with Buyer obtaining financing; provided, further, Buyer shall take reasonable measures to ensure that Buyer's lender maintains such confidence. Buyer shall be responsible for ensuring compliance of its contractors, consultants, engineers, inspectors, employees and agents with the foregoing confidentiality covenant. Upon Seller's request, Buyer shall deliver to Seller copies of all such Buyer's appraisals, studies, reports and other documentation and information obtained during Buyer's Investigations.

- (c) <u>Indemnification; Evidence of Insurance</u>. Buyer shall indemnify, defend and hold harmless Seller from and against any and all losses, costs, damages and expenses (including, without limitation, reasonable attorneys' fees and costs of litigation), arising directly from the negligent or intentionally wrongful acts of Buyer or any of its contractors, consultants, engineers, inspectors, employees and agents in the course of conducting Buyer's Investigations. The provisions of this Section 4.1 shall survive termination of this Agreement and Closing.
- 4.2 <u>Termination</u>. If Buyer determines it does not desire to acquire the Property for any or no reason whatsoever, in its sole and absolute discretion, then Buyer shall have the right and option to terminate this Agreement by delivering written notice thereof to Seller and Escrow Agent at any time prior to 6:00 P.M. (Wisconsin time) on the last day of the Due Diligence Period, in which event this Agreement and all obligations of Buyer and Seller hereunder shall terminate, except as expressly provided elsewhere herein, and Escrow Agent shall promptly refund the Earnest Money to Buyer. If Buyer does not timely give notice of termination as aforesaid, then Buyer's right and option to terminate shall immediately and automatically expire, and this Agreement and all obligations of Buyer and Seller hereunder shall survive and remain in full force and effect.

### 4.3 Title and Survey Review.

- Date, Seller shall deliver to Buyer a current title insurance commitment, in the amount of the Purchase Price, for the Property. Buyer, at its expense, may obtain an ALTA/NSPS survey of the Property to confirm the legal description and boundaries of the Property, together with such other matters conforming with the 2021 ALTA/NSPS Minimum Standard Detail Requirements and any Table A items requested by Buyer. On or before the date which is thirty-five (35) days after the Effective Date (the "<u>Title Review Period</u>") Buyer shall give Seller notice of any title or survey defects or other matters to which Buyer objects ("<u>Title Defects</u>"). Any matters set forth in the title insurance commitment or survey to which Buyer does not timely object shall be deemed "Permitted Exceptions."
- Cure: Termination: Acceptance of Title. Seller shall give Buyer notice within five (5) days after receipt of Buyer's notice as to whether Seller will attempt to cure any such Title Defects, and if Seller does so attempt, Seller shall have until Closing to cure such Title Defect(s). If Seller fails to give timely notice of its intent to cure such Title Defect(s), Seller shall be deemed to have given notice electing not to attempt to cure the Title Defect as of the last day of such 5-day notice period. If Seller gives notice that it will not attempt to cure any Title Defect (or is deemed to have given notice of Seller's election not to attempt to cure such Title Defect), then Buyer may elect by written notice given to Seller within five (5) days after Seller's notice (or after the date notice is deemed given by Seller), as Buyer's sole remedy, either to: (i) accept such Title Defect and proceed to Closing, with no reduction in the Purchase Price, in which event such Title Defect shall be deemed a Permitted Exception, or (ii) terminate this Agreement, in which event Escrow Agent shall disburse the Earnest Money to Buyer. If Buyer shall fail to give timely notice of its election as set forth above, Buyer shall be deemed to have elected clause (i) above. If Seller elects to attempt to cure a Title Defect, and is unable to cure such Title Defect prior to Closing, Buyer's sole remedy shall be either to: (x) accept such Title Defect and proceed to Closing, with no reduction in the Purchase Price, in which event such Title

Defect shall be deemed a Permitted Exception, or (y) terminate this Agreement, in which event the Escrow Agent shall disburse the Earnest Money to Buyer.

# 5. Representations and Warranties.

- 5.1 <u>Representations and Warranties of Seller.</u> Seller makes the following representations and warranties to Buyer as of the Effective Date and as of the date of Closing:
- (a) <u>Organization</u>. Seller is a municipal corporation validly existing under the laws of the State of Wisconsin and has all requisite corporate power and authority to own the Property, to enter into this Agreement and the other documents and instruments to be executed and delivered by Seller under this Agreement, and to carry out the transactions contemplated by this Agreement.
- (b) <u>Authority</u>. The execution, delivery and performance of this Agreement by Seller and the documents to be executed by Seller pursuant to this Agreement have been duly and validly authorized by the Common Council of Seller. No other or further act or proceeding on the part of Seller or any of its officials is necessary to authorize this Agreement or the other documents and instruments to be executed and delivered by Seller hereunder or the consummation of the transactions contemplated hereby. This Agreement constitutes, and when executed and delivered, the other documents and instruments to be executed and delivered by Seller hereunder will constitute, valid, binding agreements of Seller, enforceable in accordance with their respective terms.
- (c) <u>Non-foreign Status</u>. Seller is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate as such terms are defined in Section 1445 of the Internal Revenue Code.
- (d) Environmental. Except for any matters disclosed among Seller's Deliveries, to the best of Seller's knowledge, there is no presence or release of any Hazardous Materials (as defined below) in, on or under any part of the Property in violation of applicable Environmental Laws (as defined below). As used in this paragraph, the term "Hazardous Materials" shall mean any hazardous wastes, regulated substances, regulated wastes, hazardous substances, hazardous materials and toxic substances, as those terms are defined in Environmental Laws, and the term "Environmental Laws" shall mean all applicable local, state and federal laws relating to the protection of the environment and pollution control, including the Resource Conservation and Recovery Act (42 U.S.C.A. §§ 6901 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C.A. §§ 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C.A. §§ 1801 et seq.), the Toxic Substances Control Act (15 U.S.C.A. §§ 2601 et seq.), the Clean Air Act (42 U.S.C.A. §§ 7401 et seq.), and the Clean Water Act (33 U.S.C.A. §§ 1251 et seq.).
- 5.2 <u>Representations and Warranties of Buyer</u>. Buyer makes the following representations and warranties to Seller as of the date of this Agreement and as of the date of Closing:
- (a) <u>Organization</u>. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Wisconsin.

- (b) <u>Authority</u>. The execution, delivery and performance of this Agreement by Buyer and the documents to be executed by Buyer pursuant to this Agreement: (i) have been duly and validly authorized by all necessary action on the part of Buyer; (ii) do not conflict with or result in a violation of Buyer's organizational documents or any judgment, order or decree of any court or arbiter in any proceeding to which Buyer is a party; and (iii) do not conflict with or constitute a material breach of, or constitute a material default under any contract, agreement or other instrument by which Buyer is bound or to which Buyer or any persons constituting Buyer is a party.
- 6. "AS IS". Buyer acknowledges and agrees that it will perform from and after the Effective Date, examinations and investigations of the Property. Accordingly, except for the representations and warranties of Seller contained in Section 5.1 hereof and Seller's warranty of title as conveyed under Section 7.2(b) hereof, Buyer will rely solely upon such examinations and investigations in purchasing the Property. Buyer therefore expressly understands and agrees that Buyer is acquiring the Property "AS IS" and "WHERE IS", and with all faults, and that Seller has not made and does not make any representations or warranties, expressed or implied, with respect to the quality, physical condition, expenses or value of the Property, or any other matter or thing affecting or related to the Property or this Agreement (including, without limitation, warranties of habitability, warranties of merchantability and/or of fitness for a particular purpose), which might be pertinent in considering the making of the purchase of the Property or the entering into of this Agreement, and Buyer does hereby expressly acknowledge that no such representations or warranties have been made. The provisions of this Section 6 shall survive Closing.

# 7. <u>Closing</u>.

- 7.1 <u>Closing Date; Payment of Purchase Price</u>. The closing of the transaction contemplated hereunder ("<u>Closing</u>") shall occur in escrow through Escrow Agent, on or before twenty (20) days after the expiration of the Due Diligence Period, or at such other time and place as the parties hereto shall agree upon in writing (the "<u>Closing Date</u>"). Buyer shall pay the Purchase Price to Seller in cash by wire transfer, subject to applicable prorations, credits and adjustments contained in this Agreement.
- 7.2 <u>Documents to be Delivered by Seller</u>. Seller shall deliver to Buyer at Closing the following, in each case duly executed and acknowledged, or otherwise completed in proper form:
- (a) <u>Closing Statement</u>. A closing statement (the "<u>Closing Statement</u>") reflecting the Purchase Price and all prorations and disbursements set forth herein.
- (b) <u>Special Warranty Deed</u>. A Special Warranty Deed for the Property, subject to Permitted Exceptions, matters that would be disclosed by an accurate survey of the Property and the Right of First Refusal described in Section 12.14 hereof.
- (c) <u>Owner's Affidavit</u>. Escrow Agent's customary form owner's affidavit as to construction liens and possession.
- (d) <u>Authority</u>. Such resolutions, certificates and/or organizational documents reasonably required by Escrow Agent.

- (e) <u>Non-Foreign Affidavit</u>. An affidavit in form required by Section 1445 of the Internal Revenue Code and reasonably satisfactory to Buyer and its counsel, to the effect that Seller is not a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate (as such terms are defined in the Internal Revenue Code).
- (f) Other Documents. Such other documents and items as may be reasonably requested by Buyer or Escrow Agent and customarily required to close transactions similar to the subject transaction in the state in which the Property is located.
- 7.3 <u>Documents to be Delivered by Buyer</u>. Buyer shall deliver to Seller at Closing the following, in each case duly executed and acknowledged, or otherwise completed and in proper form:
  - (a) <u>Closing Statement</u>. The Closing Statement.
- (b) Other Documents. Such other documents and items as may be reasonably requested by Seller or Escrow Agent and customarily required to close transactions similar to the subject transaction in the state in which the Property is located.

### 7.4 Costs and Expenses.

- (a) <u>Escrow / Closing Fees</u>. Seller and Buyer shall each be responsible for one-half (1/2) of any escrow and/or closing fee charged by Escrow Agent.
- (b) <u>Seller Costs</u>. Seller shall be responsible for (i) the cost of all search and title commitment fees, and the premium for the owner's title insurance policy (including the premium for a GAP endorsement), provided that Buyer shall pay the cost of any loan policy, and any additional endorsements required by Buyer or its lender; and (ii) the Wisconsin real estate transfer fee.
- (c) <u>Buyer Costs</u>. Buyer shall be responsible for (i) the premium for any loan policy and any endorsements required by Buyer or its lender other than a GAP endorsement; (ii) the cost of any survey for the Property; and (iii) the cost of Buyer's Investigations.
- (d) <u>Miscellaneous Costs</u>. Except as otherwise provided herein, each of Seller and Buyer shall bear its own expenses and the expenses of its counsel and other agents in connection with the transactions contemplated hereby.

Costs and expenses payable at or in connection with Closing may be allocated between Seller and Buyer on the Closing Statement.

- 7.5 <u>Prorations and Adjustments</u>. All prorations provided to be made "as of the Closing Date" shall each be made as of 12:01 a.m. on the Closing Date, and shall be deemed final at Closing. The following items shall, as applicable, be prorated between Buyer and Seller or credited to Buyer or Seller:
- (a) <u>Taxes and Special Assessments</u>. Seller shall pay all real estate taxes and special assessments that were payable in all years prior to the year in which the Closing occurs.

Real estate taxes and annual installments of special assessments payable therewith that are payable in the year in which the Closing occurs shall be prorated between Seller and Buyer as of the Closing Date. If the amount of real estate taxes for the current year are not known as of Closing, prorations shall be based on the amount of real estate taxes for the immediately prior year. Taxes and special assessments (whether levied or pending) that are payable in years after the year in which the Closing occurs shall be assumed by Buyer.

- (b) Other Items. Such other items as are customarily prorated in transactions of the type contemplated in this Agreement shall be prorated and/or paid in accordance with local custom in the county in which the Property is located. All prorations shall be made pursuant to this Section 7.5 shall be made as of the Closing Date, using the actual number of days of the year and month which shall have elapsed as of and including the Closing Date.
- 7.6 <u>Possession</u>. Subject to the Permitted Exceptions and the Right of First Refusal, possession of the Property shall be delivered to Buyer at Closing.

## 8. Termination and Default.

- 8.1 <u>Default by Seller</u>. If any of Seller's representations and warranties contained herein shall not be true and correct in all material respects on the Effective Date or on the Closing Date, or if Seller shall have failed to perform in all material respects any of the covenants and agreements contained herein to be performed by Seller (including Seller's obligation to close), or if Seller is otherwise in default under this Agreement, then in any such event, Buyer may, in the event that such condition is not remedied within ten (10) days after written notice by Buyer to Seller, in its sole discretion, elect as Buyer's sole remedy, either to: (a) terminate Buyer's obligations under this Agreement by written notice to Seller with a copy to Escrow Agent, in which event the Earnest Money shall be returned immediately to Buyer; or (b) file an action for specific performance.
- 8.2 <u>Default by Buyer</u>. If Buyer defaults under this Agreement by failing to close as required by this Agreement, then, in the event that such condition is not remedied within ten (10) days after written notice by Seller to Buyer, then except for the right of Seller to pursue indemnities made by Buyer under this Agreement (including, without limitation, under Section 4.1 above), Seller's sole and exclusive remedy shall be to receive the Earnest Money, together with all interest thereon, from the Escrow Agent as full liquidated damages in full settlement of any claim for damages at law or in equity. Where liquidated damages are provided for herein, Seller and Buyer acknowledge the difficulty of determining actual damages, that it is impossible to more precisely estimate the damages upon default, that the payment of the Earnest Money is not intended as a penalty but as full liquidated damages and that the amount of such Earnest Money constitutes a good faith estimate of the potential damages arising from default.

#### 9. Reserved.

10. <u>Condemnation</u>. If any portion of the Property is condemned or under or subject to condemnation proceedings or threatened to be condemned pursuant to a notice of taking by appropriate authority prior to the Closing Date, Seller shall promptly notify Buyer and Escrow Agent of such facts. If a material portion of the Property is subject to such condemnation or

condemnation proceedings or condemnation threat, then by notice given by Buyer to Seller and Escrow Agent, within ten (10) business days following Seller's notice to Buyer, Buyer shall elect in writing to either (a) terminate this Agreement whereupon the Earnest Money shall be paid to Buyer and thereafter all rights, obligations and liabilities of the parties shall terminate, except for those set forth herein which expressly survive the termination of this Agreement, or (b) consent to purchase the Property subject to the condemnation and Buyer shall receive an assignment from Seller of all of Seller's rights in and to any condemnation award, whereupon this Agreement shall continue in full force and effect and any award or payment in lieu of condemnation received by Seller prior to the Closing shall be credited against the cash portion of the Purchase Price at Closing. For purposes of this Section, a "material" portion of the Property is defined to mean a portion of the Property having a fair market value of \$30,000 or more, or a portion which would adversely affect the use of any remaining portion of the Property for its intended purpose (including access and parking). If Buyer shall fail to give notice of its election to Seller within said ten (10) business day period, then Buyer shall be deemed to have elected alternative (a) above in this Section. Seller shall not settle any condemnation or eminent domain proceeding without Buyer's consent.

11. <u>Brokers</u>. Seller and Buyer each represents to the other that it has had no dealings, negotiations, or consultations with any broker, representative, employee, agent or other intermediary in connection with the sale of the. Seller and Buyer agree that each will indemnify, defend and hold the other free and harmless from the claims of any other broker, representative, employee, agent or other intermediary claiming to have represented Seller or Buyer, respectively, or otherwise to be entitled to compensation in connection with this Agreement or in connection with the sale of the Property. This mutual indemnity shall survive Closing and any termination of this Agreement.

## 12. <u>Miscellaneous</u>.

12.1 <u>Notices</u>. All notices and other communications required or permitted hereunder shall be in writing and shall be sufficiently made or given only when sent by (a) certified mail, return receipt requested, (b) prepaid overnight commercial delivery service (such as FedEx, UPS or Airborne) with proof of delivery, or (c) electronic mail:

If to Seller:

City of Watertown, Wisconsin

P.O. Box 477

Watertown, WI 53094

Attention: Email:

With a copy to:

Steven T. Chesebro, City Attorney

City of Watertown P.O. Box 477

Watertown, WI 53094

Email: SChesebro@CityofWatertown.org

If to Buyer: BASO Holdings LLC

450 East Horseshoe Road

P.O. Box 170

Watertown, WI 53094 Attention: Tyler Sopko

Email: tylersopko@baso.com

With a copy to: Husch Blackwell LLP

511 North Broadway, Suite 1100

Milwaukee, WI 53202

Attention: Scott Brunner, Esq.

Email: scott.brunner@huschblackwell.com

If to Escrow Agent: Wisconsin Title Service Co. Inc.

1716 Paramount Drive Waukesha, WI 53186

Attention: Email:

or to such other address as any party hereto shall designate by like notice given to the other parties hereto. All notices or other communications given or made as aforesaid shall be deemed to have been given and received on the date which is the earlier of: (i) actual receipt; (ii) the third (3rd) business day following the post marked date (affixed by the United States Postal Service), of the mailing thereof as aforesaid; (iii) one (1) business day following deposit thereof with an overnight commercial delivery service when sent by overnight commercial delivery service; or (iv) upon confirmation of receipt if sent by electronic mail.

- 12.2 <u>Modification</u>. Neither this Agreement nor any provision hereof may be modified or amended, except by an agreement in writing, executed and delivered by the party against whom enforcement of such modification or amendment is sought.
- 12.3 <u>Successors, Assigns</u>. This Agreement and all provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Buyer may assign this Agreement and its rights hereunder to an affiliate formed for the purpose of taking title to the Property.
- 12.4 <u>Headings</u>. The headings of the sections, subsections, paragraphs and subparagraphs of this Agreement are for purposes of convenience only and shall in no way affect the construction of any provision hereof.
- 12.5 <u>Time of the Essence</u>. Time is of the essence with respect to all times, dates and deadlines in this Agreement.
- 12.6 <u>Severability</u>. If any provision of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable under applicable law, then the remainder hereof and the application of such provision to persons, entities

and circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby.

- 12.7 <u>Litigation</u>. In the event any litigation arises out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred in connection therewith including, without limitation, reasonable attorneys' fees and all costs of appeal including, without limitation, reasonable attorneys' fees incurred on appeal. This provision shall survive Closing or termination hereof.
- 12.8 <u>Governing Law</u>. This Agreement and all of the terms and provisions hereof and of the various instruments executed and delivered pursuant hereto shall be governed by the laws of the state in which the Property is located.
- 12.9 <u>Counterparts</u>; <u>Signatures</u>. This Agreement may be executed in multiple counterparts, all of which when taken together shall constitute one and the same instrument. Signatures on this Agreement transmitted by facsimile and/or electronic mail shall be deemed originals for all purposes.
- 12.10 <u>Non-Waiver</u>. No waiver of any rights or obligations hereunder shall be deemed to have occurred unless in writing signed by the party against whom such waiver is asserted and no waiver shall be deemed a waiver of any other or subsequent rights or obligations.
- 12.11 <u>Construction</u>. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Seller and Buyer have contributed substantially and materially to the preparation of this Agreement.
- 12.12 Entire Agreement. This Agreement, together with exhibits referenced herein, integrates and supersedes all other oral or written agreements and understandings of the parties and comprises the entire agreement among them with regard to the matters herein.
- 12.13 Option. In any case in which the Earnest Money is provided herein to be returned to Buyer, then nevertheless One Hundred and No/100 Dollars (\$100.00) thereof shall be paid to or retained by Seller and deducted from the amount due Buyer, such One Hundred and No/100 Dollars (\$100.00) belonging to Seller in any and all events and shall in effect constitute option money, making this Agreement binding even if any conditions or provisions herein are entirely within the discretion or control of Buyer for any time period.

### 12.14 Lien/Encumbrance in Favor of Seller.

(a) At Closing, Buyer shall accept title to the Property subject to a lien or other encumbrance instrument in favor of Seller as hereinafter described, and otherwise in final form as mutually acceptable to Seller and Buyer. In the event: (a) Buyer does not commence construction of permanent improvements at the Property having a value greater than Fifty Thousand and No/100 Dollars (\$50,000.00) within twenty-four (24) months after the date of recording the deed to the Property from Seller to Buyer; and (b) within said twenty-four (24) month period, Buyer attempts to sell, convey or transfer the Property to any party other than an affiliate of Buyer or to any party other than to a simultaneous third party purchaser of Buyer's property located immediately to the north of the Property and having the street address 450 East Horseshoe

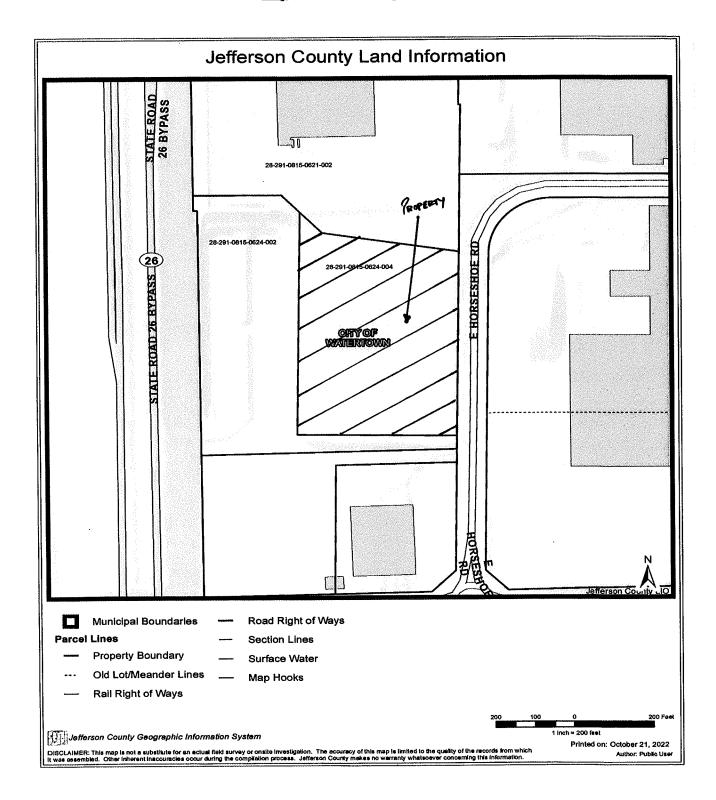
Road in the City of Watertown ("Buyer's Existing Property"), then at closing for such sale, conveyance or transfer of the Property, Buyer shall pay to Seller an amount equal to the excess, if any, of the sale price for the Property above the sum of One Hundred Thirty-three Thousand Five Hundred and No/100 Dollars (\$133,500.00) ("Seller's Excess Proceeds Lien"). Notwithstanding the foregoing, Seller's Excess Proceeds Lien will terminate automatically and be extinguished upon the earlier to occur of (x) Buyer's commencement of construction of permanent improvements at the Property having a value greater than Fifty Thousand and No/100 Dollars (\$50,000.00) or (y) 11:59 p.m. on the last day of the twenty-four (24) month period described above, without further need of a conveyance of termination or any other instrument from Seller.

- (b) Notwithstanding the foregoing Seller's Excess Proceeds Lien, Buyer shall not be under any obligation, covenant or undertaking in favor of Seller to develop the Property, construct improvements upon the Property, conduct business operations from the Property and/or hire new employees for Buyer's business operations at the Property or at Buyer's Existing Property. Seller's sole remedy with respect to Buyer's future development and use of the Property is Seller's Excess Proceeds Lien.
- (c) The agreements, undertakings and understandings set forth in or otherwise contemplated by this Section 12.14 shall survive Closing.

[remainder of page intentionally left blank]

# EXHIBIT A TO PURCHASE AND SALE AGREEMENT

# **Depiction of the Property**



HB: 4874-8427-9616.4

IN WITNESS WHEREOF, Seller and Buyer execute and deliver this Agreement as of the dates set forth below.

SELLER:	BUYER:
CITY OF WATERTOWN, WISCONSIN	BASO HOLDINGS LLC
By:	Name: GEORGE SOPKO
Name: Title: Mayor	Title: OWNER / PRESIDENT
Title. Mayor	•
	Dated: DECEMBER Z9, 2022
By:	
Name:	
Title: Clerk	
Dated:, 202	