



## REDEVELOPMENT AUTHORITY MEETING AGENDA

WEDNESDAY, DECEMBER 07, 2022 AT 5:30 PM

**CITY HALL, 106 JONES STREET, WATERTOWN WI 53094 - LOWER LEVEL ROOM 0041**

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**By Phone or GoToMeeting:** <https://www.gotomeet.me/EMcFarland> Members of the media and the public may attend by calling: +1 (571) 317-3122

Access Code: 153-925-469

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

[RDA](#) Packet

**1. PLEDGE OF ALLEGIANCE**

**2. ROLL CALL**

**3. DETERMINATION OF QUORUM AND CALL TO ORDER**

**4. APPROVAL OF PRIOR MEETING MINUTES**

A. RDA minutes from May 18, 2022, June 15, 2022 and September 16, 2022

**5. OPENING FOR PUBLIC COMMENT**

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

**6. TRANSITION UPDATES**

A. Staffing Update and Introduction of Mason Becker

B. Town Square Update

C. Historical Wall Update

D. RDA Financial Management Update

E. TWall Update

**7. BUSINESS**

A. Review and take action: Town Square Transfer of Ownership

B. Review and take action: Transfer of the Future Fund to the City of Watertown

C. Review and take action: Change Order #7 and #8

**8. ADJOURN**

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

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



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://www.gotomeet.me/EMcFarland> For the Public, Members of the media and the public may attend by calling: +1 (571) 317-3122

Access Code: 153-925-469

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**RDA STRATEGIC PRIORITIES**

- 1) 400-W-Main-St.-block-demolition, Town-Square-design-etc., and publicizing town-square project for possible funding from sources other than the City.
- 2) Facilitating quality development in downtown, and
- 3) Creating an approach and working to attract development projects downtown.

**AGENDA**

1. Pledge of Allegiance
2. Roll Call
3. Determination of Quorum and Call to Order
4. Review and Take Action: Minutes of Previous Meeting
5. Public Comment
6. Transition Updates
  - a. Staffing Update and Introduction of Mason Becker
  - b. Town Square Update
  - c. Historical Wall Update
  - d. RDA Financial Management Update
  - e. TWall update
7. Review and take action: Town Square Transfer of Ownership
8. Review and take action: Transfer of the Future Fund to the City of Watertown
9. Review and take action: Change order #7
10. Adjournment

**Wednesday May 18, 2022**

7:00 pm

In-PERSON/VIRTUAL MEETING

Council Chambers, 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
- 3) Creating an approach and working to attract development projects downtown.

**AGENDA**

1. Pledge of Allegiance
2. Roll Call
  - a. Present: Salas, Ruetten, Bartz, Kuenzi, Zastrow, Zimmermann
  - b. Absent: Marchant
3. Determination of Quorum and Call to Order
4. **Review/Approve:** Minutes of Previous Meetings – April 20, 2022
  - a. Zastrow motioned to approve, seconded by Zimmermann. Minutes approved unanimously.
5. Public Comment
  - a. No comments were presented.
6. Special Guest Question and Answer: Mark Stevens, City of Watertown Finance Director
  - a. Stevens talked about the City's procedures for processing RDA financial reports and interfacing with RDA Executive Director. Offered to move to quarterly billing for Executive Director cost-share and to give quarterly updates to the RDA board.
  - b. Stevens discussed the approach for handling Town Square construction payment requests.
    - i. DNR Stewardship grant funds would be exhausted first, followed by WEDC grant funds, followed by Foundation funds, with the City's commitment to be "last dollar in".
7. Status Reports
  - a. Community Support/Communication – Mueller
    - i. Social media and web analytics
      1. Mueller shared key statistics on website and social media reach, mentioning that releases regarding the Elias Inn were extremely successful.
  - b. Common Council Update – Ruetten
    - i. Ruetten provided update on decision to use ARPA funds to do a mill and overlay along Main Street.
    - ii. Salas asked whether it would be beneficial to have RDA updates provided to the Council, especially as Town Square construction progresses. Ruetten believed that it would be helpful.
  - c. Historical Installation Task Force – Zimmermann

- i. Zimmermann talked about the design task force's work on determining categories of Watertown's history to feature. He also mentioned that the group would be working to compile a number of pictures to choose from for the installation.
    - ii. Allon said he had met with a signage contractor that does similar installations to gauge whether the project is feasible given the budget. They felt that it was in good shape to move forward. Smithgroup will be producing a design document to take out to bid for the work.
  - d. Executive Director Update – Allon
    - i. Town Square Construction
      - 1. Michels should be finishing up with sheeting on the 19<sup>th</sup> and is in good shape to be out of the water by the June 6 deadline.
      - 2. Storm sewer materials should be delivered on site next week and work will begin on that.
      - 3. Construction delay due to the bridge cost roughly \$1,500/day for Michels' equipment on site. Waiting for final numbers.
      - 4. Allon discussed the additional costs for construction design put together by Smithgroup.
        - a. Zimmermann brought forth a motion to approve the additional costs as amendments to the existing contract with Smithgroup. Zastrow seconded.
          - i. Roll call vote: Salas – Aye, Ruetten – Aye, Bartz – Aye, Kuenzi – Aye, Zastrow – Aye, Zimmermann – Aye.
          - ii. Motion unanimously approved.
    - ii. Town Square Programming
      - 1. Watertown Regional Medical Center and the Joseph and Sharon Darcey Foundation each donated \$150,000 to create the Future Fund for programming on the Town Square.
    - iii. New revolving loan fund application
      - 1. Received a new loan request for \$41,000 for exterior improvements from a previous borrower. Allon will forward that request on to the board.
- 8. Review and possibly approve Resolution 2201 to Grant Distribution Easement Underground to Wisconsin Electric Power Company.
  - a. Zastrow motioned to approve, seconded by Kuenzi. Resolution approved unanimously.
- 9. Review and possibly approve loan request for TREX LLC in the amount of \$28,000.
  - a. Zastrow motioned to approve, seconded by Zimmermann. Roll call vote: Salas – Aye, Ruetten – Aye, Bartz – Aye, Kuenzi – Aye, Zastrow – Aye, Zimmermann – Aye.
  - b. Loan request unanimously approved.
- 10. Review and possibly approve Loan Agreement with Greater Watertown Community Health Foundation in the amount of \$675,000.
  - a. Ruetten motioned to approve, seconded by Zastrow. Roll call vote: Salas – Aye, Ruetten – Aye, Bartz – Aye, Kuenzi – Aye, Zastrow – Aye, Zimmermann – Aye.
  - b. Loan agreement unanimously approved.
- 11. Review and possibly approve March financial report and, if available, April financial report.
  - a. Zastrow motioned to approve, seconded by Ruetten. Financial reports approved unanimously.
- 12. Future possible agenda items.
  - a. Salas requested construction budget updates and statements that reflect RDA project funds held outside the accounts reflected in the City-provided financial reports.

- b. Salas requested follow up on communicating RDA/Town Square updates to the Common Council.

13. Adjournment.



Redevelopment Authority for the City of Watertown  
Turning Opportunity into Results

**Wednesday June 15, 2022**

7:00 pm

In-PERSON/VIRTUAL MEETING

Council Chambers, 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
- 3) Creating an approach and working to attract development projects downtown.

#### **AGENDA**

1. Pledge of Allegiance
2. Roll Call
  - a. Present: Marchant, Ruetten, Bartz, Zimmermann, Zastrow
  - b. Absent: Salas, Kuenzi
3. Determination of Quorum and Call to Order
4. **Review/Approve:** Minutes of Previous Meetings – May 18, 2022
  - a. **Zimmermann motioned to approve. Marchant seconded the motion. Minutes were unanimously approved.**
5. Public Comment
  - a. No members of the public present.
6. Status Reports
  - a. Community Support/Communication – Mueller
    - i. Social media and web analytics – Facebook reach has increased since the Elias Inn post.

Around the Square videos have continued and a Future Fund Video is in the works.

The RDA has a booth at the Chamber of Commerce's Main Street Vendor Fair on Saturday, June 25<sup>th</sup>. If anyone is interested in volunteering at the booth for an hour or more, please let Jeanne know.

TWall has provided some marketing materials and a sign up sheet for leasing for anyone who expresses interest. They've also worked up a banner to be hung on the Town Square construction fencing.

- b. Common Council Update – Ruetten  
City submitted grant application for Bike and Pedestrian Master Plan. Having this plan would help the City with future grant applications

City also submitted a grant application to do a study on the Historic Tivoli Island Bridge.

City is discussing road and parking widths for Main Street east of Market Street in advance of DOT design process.

c. Historical Installation Task Force – Zimmermann

Task force met once since the last meeting and discussed specific pictures for the installation and started to work on drafting text for the installation.

Smithgroup is slated to have a progress set of documents by week's end, with the intention of going out to bid for that sooner than later.

d. Executive Director Update – Allon

i. Town Square Construction

1. Work in Progress

Construction is anticipated to be early October, but electrical materials are not coming in until December. That may change once our contractor puts in an order, but it is likely that the ribbon cutting ceremony will be without power on site. Electrical components have been one item that everyone has been struggling with in construction projects right now. This would change the opening ceremony slightly in how that's put together.

Seawall work was completed by the DNR's waterwork deadline. There is a lot of utility work being done right now on site. The schedule has been moving well and foundation work is upcoming. Both utility companies are slated to start they're work as well.

2. Budget and Funds Update

We've received two payment requests from Maas Brothers to date. The associated costs with those are reflected in the materials in the packet.

The project has used up over half of the unsuitable soils contingency at this point. This is primarily from sending on-site materials to the landfill. It is likely that the budget will get close to the total of \$200,000 we've allocated for unsuitable soils contingencies.

Change orders were related to the Bridge delay for CO#2. Change orders were related to plumbing materials substitutions and erosion control work to expedite schedule in CO#1.

The May statement from the Greater Watertown Area Community Foundation, is in the packets. The general account balance sits at roughly \$800,000 with the Bentzin account at \$500,000. All of the funds have been deposited with the exception of the second half of the Bentzin Family donation which will be disbursed at 50% project completion and the Bentzin Family donation for the Historical Installation – which is \$120,000.

So far, for uses of funds, the RDA has paid Maas from the DNR's project advance of \$453,818 and an additional \$168,463.11 from the City's commitment.

ii. Town Square Programming

Mayor McFarland sat in on the programming team's last meeting as they discussed potential planning for the grand opening. The team was planning for a grand opening Halloween weekend, but with electrical not on site, there will have to be some adjustments to what that looks like.

iii. New Revolving Loan Fund Application

The request is for \$41,500 from someone who has borrowed from the RDA before. Right now, there is \$46,104 available to lend and \$1,934 in grant funds.

Zastrow commented that the board would need better estimates in order to proceed, but that the project would qualify for the program.

**Zastrow motioned to move the request to the loan review committee, pending the receipt of requested project information. Marchant seconded the motion. Motion passed unanimously.**

7. Review and possibly approve May financial report.

Allon spoke with the City's Finance Director about accounting for our revolving loan interest as income for the RDA. The RDA lends out at 2% and is supposed to keep 1% as income and give 1% interest back to the banks. So, going forward, that will be reflected in RDA financial reports.

**Zimmermann motioned to approve the financial reports, Zastrow seconded. Financial reports approved unanimously.**

8. Future possible agenda items.

9. Adjournment.

Ruetten motioned to adjourn, Bartz seconded. Motion carried unanimously. Meeting adjourned.



## CITY OF WATERTOWN MEETING NOTICE

TO: Daily Times, Alderpersons, Department Heads and Public

DATE: September 17, 2022

### REDEVELOPMENT AUTHORITY OF THE CITY OF WATERTOWN

Monday September 19, 2022

12:00 pm IN-PERSON/VIRTUAL MEETING

Conference Room 2044, City Hall 106 Jones Street

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

1. Roll Call – Marchant, Bartz, Ruetten, Zimmermann, Salas, Zastrow, Kuenzi joined at 12:08.
  - a. Guest attendance: Mark Stevens joined at 12:05
2. Determination of Quorum and Call to Order
  - a. Quorum established.
3. Review and possibly approve Resolution 2202 to temporarily add City Finance Director and remove current Executive Director as signer to RDA's financial accounts.
  - a. Marchant motioned to approve, seconded by Ruetten. Motion passed unanimously.
4. Review and possibly approve Resolution 2203 to temporarily add City Finance Director as a signer on loan documents and to authorize him to temporarily make advances on loans.
5.
  - a. Zastrow motioned to approve, seconded by Zimmermann. Motion passed unanimously.
6. Adjourn. Ruetten motioned to adjourn, seconded by Bartz. Motion passed unanimously.
  - a. Meeting adjourned at 12:17pm.

*Persons requiring other reasonable accommodations for any of the above meetings, may contact the office of the City Clerk at [mdunnelsen@CityofWatertown.org](mailto:mdunnelsen@CityofWatertown.org), phone 920-262-4000*

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

**RESOLUTION 2203**

**RESOLUTION TO  
EXECUTE QUIT CLAIM DEED TO TRANSFER OWNERSHIP OF THE  
BENTZIN FAMILY TOWN SQUARE TO THE CITY OF WATERTOWN.**

**SPONSOR: RDA CHAIRPERSON MARCHANT  
FROM: REDEVELOPMENT AUTHORITY**

**WHEREAS**, the Redevelopment Authority of the City of Watertown, hereafter referred to as the RDA, is implementing redevelopment activities for downtown Watertown pursuant to the Redevelopment District #2 Plan and the Downtown/Riverfront Revitalization Initiative, and other plans; and,

**WHEREAS**, the RDA and City of Watertown jointly entered into contract with Maas Brothers Construction Co. for construction of a Town Square in February 2022; and,

**WHEREAS**, the Town Square has been under construction and is anticipated to be substantially complete by the end of 2022; and,

**WHEREAS**, the RDA and City of Watertown mutually desire to transfer ownership of the Town Square property from the RDA to the City of Watertown.

**NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT AUTHORITY  
OF THE CITY OF WATERTOWN:**

That the Redevelopment Authority approves the execution of a quit claim deed and supplemental agreement to transfer ownership of the Bentzin Family Town Square to the City of Watertown.

RDA for the City of Watertown

By:

\_\_\_\_\_  
Rob Marchant, Chairperson

By:

\_\_\_\_\_  
Nate Salas, Vice Chairperson

**RESOLUTION TO  
APPROVE PROPERTY MANAGEMENT AGREEMENT**

**SPONSOR: RDA CHAIRPERSON MARCHANT  
FROM: REDEVELOPMENT AUTHORITY**

**WHEREAS**, the Watertown Redevelopment Authority (the "RDA") has raised funds and begun construction on a Town Square Park to be located at 101 E. Main St.; and,

**WHEREAS**, the RDA has obtained donations sufficient to create a Future Fund to assist with programming and management of the space created; and,

**WHEREAS**, the RDA wishes to see the space used to its full potential; and,

**WHEREAS**, the RDA will transfer Town Square Development to the City of Watertown upon completion of all construction efforts and wishes to transfer the Future Fund to the City of Watertown with restrictions on the use of the funds to be used in a manner that will benefit the Town Square Park.

**NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT AUTHORITY  
OF THE CITY OF WATERTOWN, WISCONSIN:**

That the proper RDA Officials be and are hereby authorized to enter into the attached Property Management Agreement with the City of Watertown.

RDA for the City of Watertown

By:

\_\_\_\_\_  
Rob Marchant, Chairperson

By:

\_\_\_\_\_  
Nate Salas, Vice Chairperson

**PROPERTY MANAGEMENT AGREEMENT BETWEEN THE CITY OF WATERTOWN  
AND THE CITY OF WATERTOWN REDEVELOPMENT AUTHORITY**

This Property Management Agreement (this "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the City of Watertown, a Wisconsin municipal corporation (hereinafter, "City") and, the City of Watertown Redevelopment Authority, a separate public body corporate and politic created pursuant to Wis. Stat. § 66.1333(3) (hereinafter, "RDA") (collectively, "Parties");

The purpose of this Agreement is to memorialize the mutual understanding among and between the constituent executive membership of the City and the RDA relative to the transfer of ownership of parcel number 291-0815-0421-114 more particularly located as described under Exhibit A attached hereto;

**RECITALS**

WHEREAS, the City and the RDA have worked together to build a town square on the Property; and,

WHEREAS, the RDA, wishes to see its investment in the community thrive and utilized to its full potential; and,

WHEREAS, the RDA has raised Three Hundred Fifty Thousand Dollars (\$350,000.00) to fund programming and operations with the intention of the City hiring an individual with the primary function of managing the Property; and,

WHEREAS, the RDA has arranged for the installation of a history exhibit as further described in Exhibit B attached hereto; and,

WHEREAS, the City believes this investment and opportunity is in the best interest of the City and is in line with the plans for the City development and,

NOW, THEREFORE, the City and RDA hereby acknowledge and accept the following:

**Article 1  
RDA'S OBLIGATIONS**

Section 1.1       **Transfer of Parcel.** That the RDA will transfer ownership of the Property to the City of Watertown.

Section 1.2       **Funding Account.** That the RDA will make a one-time transfer of Three Hundred Fifty Thousand Dollars (\$350,000.00) to the City of Watertown to be placed into a restricted account (Future Fund/Town Square Account) for the benefit of the Property or programs that take place on the Property.

**Article 2  
CITY'S OBLIGATIONS**

Section 2.1       **Park Management.** The City will hire a full-time staff person to be placed within the Park, Recreation and Forestry Department. The primary responsibility for this full-time staff person shall be to coordinate programming and operations within the Property as well as to seek sponsorships for such events.

Section 2.2        **Scheduled Events.** The City shall permit individuals wishing to host a Series of Events on the Property to apply for reserved days by one application submitted on or before October 31 of each year for all days the event is to be held the following year. The City shall approve the series before January 1 of the following year. Any applications received for events after October 31 of the year before the event may apply for a special event permit for a day not previously reserved under Watertown Ordinance § 428-7 or any subsequent special event process adopted by the City.

Section 2.3        **Alcohol Permitted.** The City will permit the sale of alcohol on the parcel during events approved for such purpose and subject to compliance with all other laws concerning the sale and consumption of alcohol.

Section 2.4        **History Exhibit.** The City will permit the installation of a history of Watertown Exhibit as substantially detailed in Exhibit B. However, such Exhibit shall be viewed solely as approved government speech and as such the City does retain its rights to veto or prohibit any portion of the Exhibit which the Council finds inappropriate from being installed.

Section 2.5        **Use of Future Fund/Town Square Account.** The City shall only use the funds placed in the Future Fund/Town Square Account to cover the following approved expenses:

- a. Salary and other administrative costs of the full-time staff member who coordinates programming and operations,
- b. Any other administrative or staff costs associated with management and operations of the Property,
- c. Programming costs for special events at the Property,
- d. Supplies for events at the Property,
- e. Maintenance of the Property.

### **ARTICLE 3 MISCELLANEOUS**

Section 3.1.        **Notices and Demands.** Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

#### **FOR THE CITY:**

City of Watertown  
Office of the Finance Director/Treasurer  
106 Jones Street  
Watertown, WI 53094  
Attention: Mark Stevens  
[mstevens@cityofwatertown.org](mailto:mstevens@cityofwatertown.org)

#### **With a copy to:**

City of Watertown  
City Attorney's Office  
106 Jones Street  
Watertown, WI 53094  
Attention: Attorney Steven T. Chesebro  
[schesebro@cityofwatertown.org](mailto:schesebro@cityofwatertown.org)

**FOR THE RDA:**

City of Watertown Redevelopment Authority  
Attention: Mason T. Becker, Executive Director  
106 Jones Street  
Watertown, WI 53094  
[masonb@cityofwatertown.org](mailto:masonb@cityofwatertown.org)

Section 3.2. **No Third-Party Beneficiaries.** This Agreement is made solely for the benefit of the Parties hereto and their permitted assignees, and no other Party shall acquire or have any rights under this Agreement or by virtue of this Agreement.

Section 3.3. **Force Majeure.** As used herein, the term "force Majeure" shall mean any accident, breakage, war, insurrection, civil commotion, riot, act of terror, act of God or the elements, governmental action (except for governmental action by the City with respect to obligations of the City under this Agreement) alteration, strike or lockout, picketing (whether legal or illegal), inability of a Party or its agents or contractors, as applicable, to obtain fuel or supplies, unusual weather conditions, or any other cause or causes beyond the reasonable control of such Party or its agents or contractors, as applicable. No Party to this Agreement shall be in default hereunder for so long as such party or its agents and contractors, if applicable, are prevented from performing any of its obligations hereunder due to a Force Majeure occurrence.

Section 3.4. **Law Governing.** The laws of the State of Wisconsin shall govern this Agreement. In the event of a dispute involving this Agreement, the Parties agree that venue shall be in Jefferson County, Wisconsin, Circuit Court.

Section 3.5. **Execution in Multiple Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 3.6. **Amendment.** This Agreement may be rescinded, modified or amended, in whole or in part, by mutual agreement of the Parties hereto, their successors and/or assigns, in writing signed by all Parties.

Section 3.7. **Severability of Provisions.** If any provision of this Agreement shall be held or deemed to be inoperative or unenforceable as applied in any particular case in any jurisdiction because it conflicts with any other provision or provisions of this Agreement or any constitution or statute or rule of public policy, or for any other reason, then such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein invalid, inoperative, or unenforceable to any extent whatever. To the maximum extent possible, this Agreement shall be construed in a manner consistent with the powers of the City, including, but not limited to, their powers under the Tax Increment Law, § 66.1105, Wis. Stats., and the Blight Elimination and Slum Clearance Act, Wis. Stats. § 66.1333, to achieve its intended purpose. Reference is made to Chapter 105, Laws of 1975 § 4, and to Wis. Stat. § 66.1333(17), which provide that the Tax Increment Law and the Blight Elimination and Slum Clearance Act should be construed liberally to effectuate their purposes.

Section 3.8. **Time of Essence.** Time is of the essence as to all dates and time periods set forth in this Agreement.

Section 3.9. **Reservation of Rights.** Nothing in this Agreement shall be construed to be a waiver or modification of the governmental immunities or notice requirements imposed by Wis. Stat. § 893.80 or any other law.

Section 3.10. **Construction.** The Parties acknowledge and represent that this Agreement has been the subject of negotiation by all Parties and that all Parties together shall be construed to be the drafter hereof and this Agreement shall not be construed against any Party individually as drafter.

Section 3.11. **Authority.** The individuals executing this Agreement on behalf of the RDA warrant and represent that they are duly authorized to bind the RDA to this Agreement. RDA warrants and represents that the execution of this Agreement is not prohibited by the RDA's articles of incorporation, by-laws, operating agreement, or other internal operating orders, or by any applicable law, regulation or court order. RDA shall provide proof upon request.

This Agreement between the City of Watertown and the City of Watertown Redevelopment Authority is acknowledged and accepted as of the date first written above.

CITY OF WATERTOWN

CITY OF WATERTOWN  
REDEVELOPMENT AUTHORITY

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Emily McFarland  
Mayor

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Robert J. Marchant  
Chairperson

Countersigned:

Countersigned:

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Megan Dunneisen  
City Clerk

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Nate Salas  
Vice Chairperson

## Legal Description

Parcel identification Number (PIN): 291-0815-0421-114

Lot 1, Certified Survey Map No. 6270, recorded in Volume 37 of Certified Survey Maps, Page 015, as Document Number 1460265, being all of Lots 1, 5 and 6 in Block 46, in the Original Plat of the West Side of Rock River as surveyed by J.C. Brayton and lands, all located in the Northeast 1/4 of the Northwest 1/4 of Section 4, Town 8 North, Range 15 East, in the City of Watertown, Jefferson County, State of Wisconsin.



# HISTORY EXHIBIT

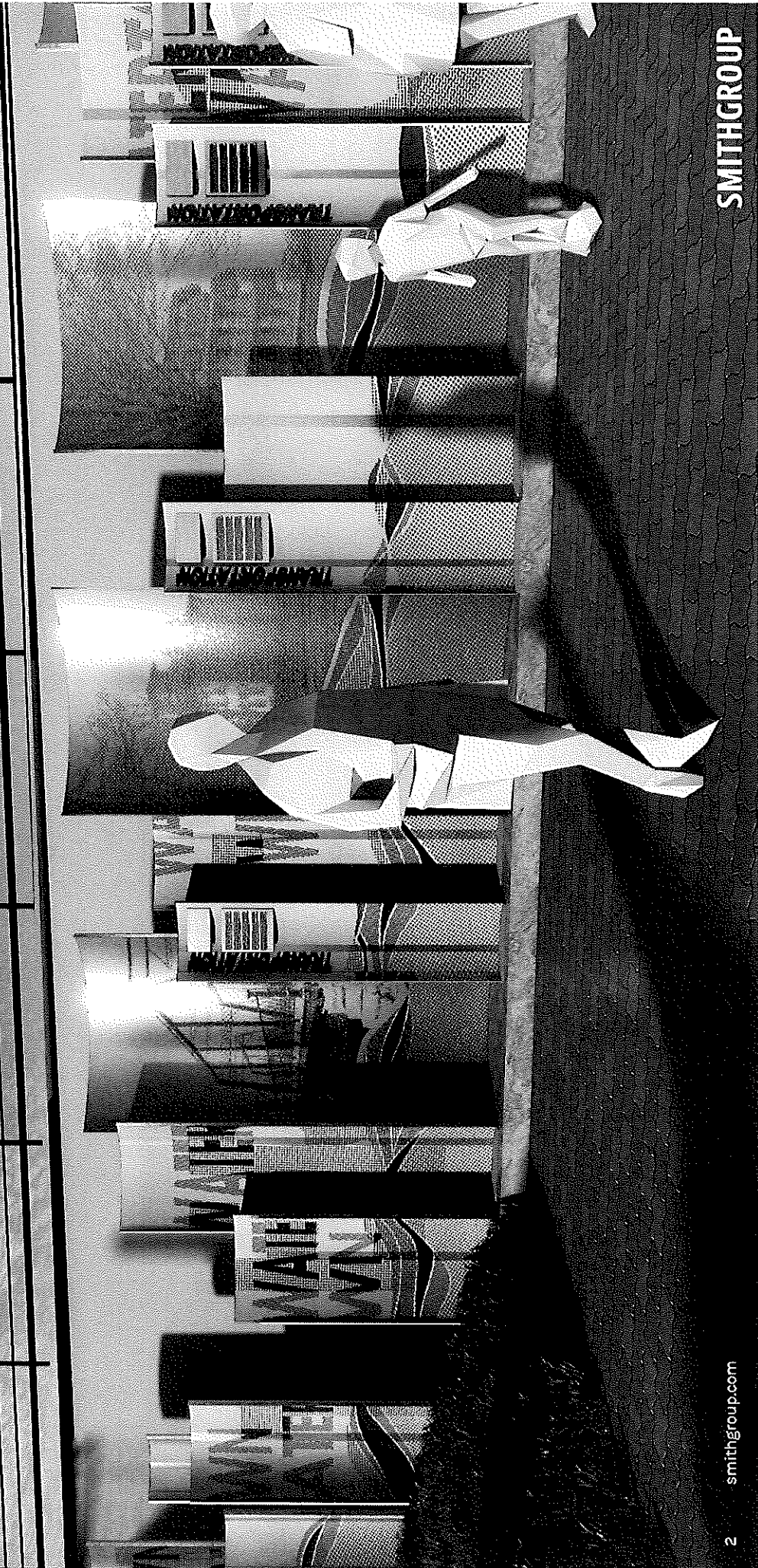
TOWN SQUARE

APRIL 2022

SMITHGROUP

# TOWN SQUARE

HISTORY EXHIBIT



2 smithgroup.com

SMITHGROUP

# TOWN SQUARE

HISTORY EXHIBIT



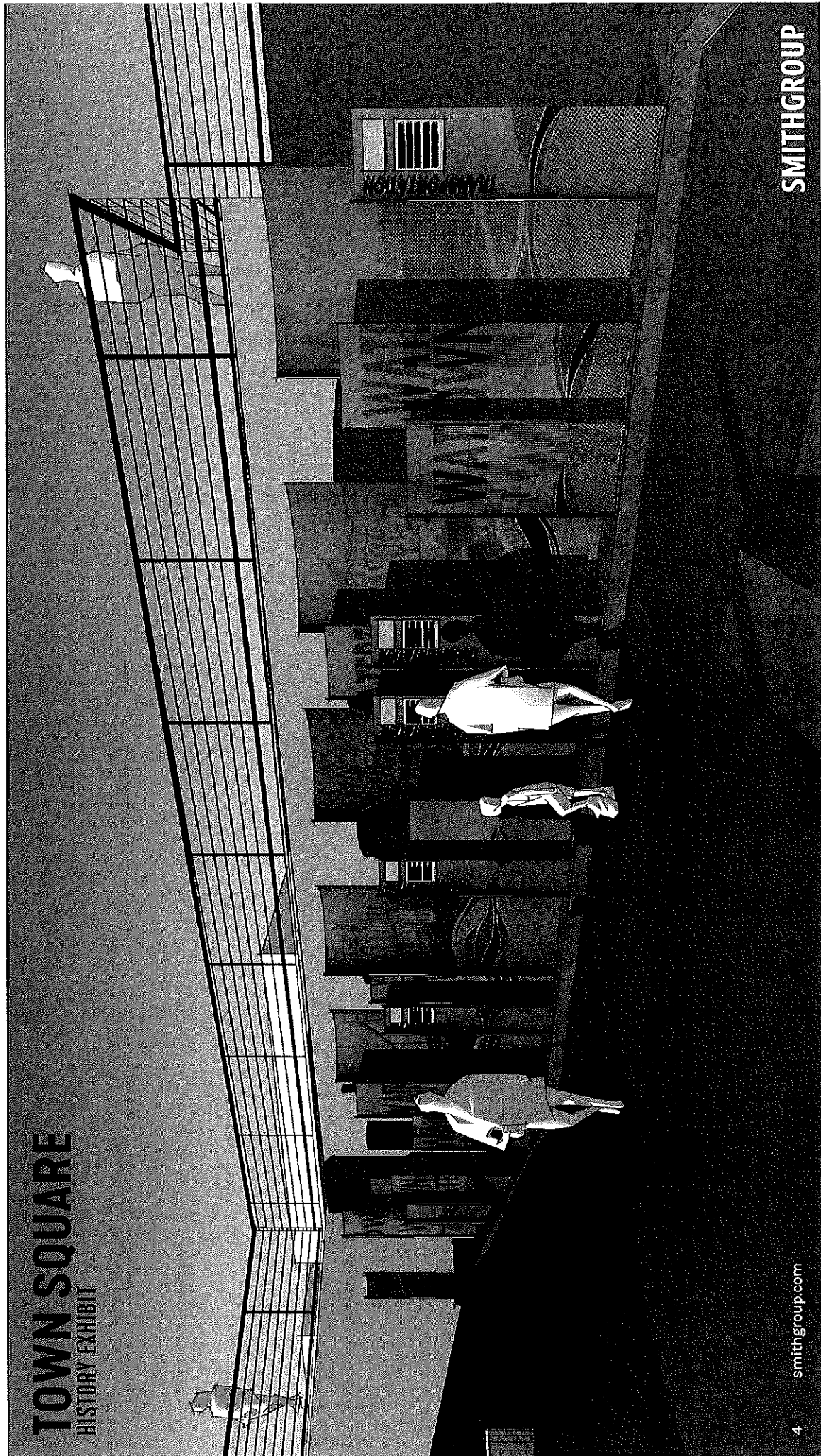
smithgroup.com

SMITHGROUP



# TOWN SQUARE

HISTORY EXHIBIT



SMITHGROUP

smithgroup.com

# TOWN SQUARE

HISTORY EXHIBIT



SMITHGROUP

smithgroup.com

5



**THANK YOU**  
**DESIGN A BETTER FUTURE**

**SMITHGROUP**

SINCE 1922

**MAASBROTHERS  
CONSTRUCTION**

CO., INC.

410 Water Tower Court  
Watertown, WI 53094  
Phone: (920) 261-1682  
Fax: (920) 261-3521  
maasbros@maasbros.com  
www.maasbros.com410 Water Tower Court  
Watertown, WI 53094  
Ph : (920) 261-1682**Change Order**Contractor: Maas Bros. Construction Co., Inc.  
410 Water Tower Court  
Watertown, WI 53094Change Order: 7  
Date: 10/25/2022  
Job: 22120 Town Square RDA

Description: CE#22-25

**The Contract is changed as follows:**

13 CE#22-Finish Construction Easement Fall 2022	\$30,590.39
15 CE#23-Replace Traffic Slice Box-Electrical	\$2,400.09
16 CE#24-Sandblasting Remobilization Costs	\$2,638.63
17 CE#25-Credit for Survey&Testing Allowances	\$-42,901.16

**TOTAL: \$-7,272.05**

The original Contract Amount was .....	\$3,426,896.84
Net change by previously authorized Change Orders .....	\$153,321.72
The Contract Amount prior to this Change Order was .....	\$3,580,218.56
The Contract will be increased by this Change Order in the amount of .....	\$-7,272.05
The new Contract Amount including this Change Order will be .....	\$3,572,946.51

The date of Substantial Completion as of the date of this Change Order therefore is

ARCHITECT  
Smith Group  
233 N Water St  
Milwaukee, WI 53202CONTRACTOR  
Maas Bros. Construction Co., Inc.  
410 Water Tower Court  
Watertown, WI 53094OWNER  
City of Watertown*Nathan Salas* 10-28-22

Signed \_\_\_\_\_ Date \_\_\_\_\_ Signed \_\_\_\_\_ Date \_\_\_\_\_ Signed \_\_\_\_\_ Date \_\_\_\_\_

Please sign and return Original to Maas Bros. Construction Co., Inc.

## Change Order

Project: 22120 Town Square RDA

Change Order: 8

Date: 11/30/2022

Architect's Project:

**To Contractor:**

Maas Bros. Construction Co., Inc.  
410 Water Tower Court  
Watertown, WI 53094

**The Contract is changed as follows:**

Additional Supervision

18 CE#26 - Additional (1) Month of Maas Supervision & General Condition Items

\$25,911.30

The original Contract Amount was	\$3,426,896.84
Net change by previously authorized Change Orders	\$146,049.67
The Contract Amount prior to this Change Order was	\$3,572,946.51
The Contract will be increased by this Change Order in the amount of	\$25,911.30
The new Contract Amount including this Change Order will be	\$3,598,857.81

The date of Substantial Completion as of the date of this Change Order therefore is

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACT AND OWNER.**

ARCHITECT  
233 N Water St  
Milwaukee, WI 53202

Maas Bros. Construction Co., Inc.  
CONTRACTOR  
410 Water Tower Court  
Watertown, WI 53094

City of Watertown  
OWNER

(Signature)

(Signature)

(Signature)

By

Nate Salas

By

By

Date

11-30-22

Date

Date



**A.1.1.2 Itemized Statement of the Guaranteed Maximum Price**  
**Watertown Town Square**

March 31, 2022

Item	Amount	Unit Price No. 01/Ton	Unit Price No. 2/Ton	Unit Price No. 03/Ton	Unit Price No. 04/CY
Bid Package #01 - Sea Wall (Michels Construction, Inc.)	\$ 676,830.00	\$ 45.25	\$ 47.25	\$ 21.50	\$ 475.00
Bid Package #01 - Voluntary Alternate #01 - Deduct to Provide Sea Wall Design/Build	\$ (18,000.00)				
Bid Package #02 - Water Feature (Fountain Technologies)	\$ 317,100.00	\$ 135.00	\$ 135.00		
Bid Package #03 - Site Development (Andy's Excavations LLC)	\$ 152,575.00	\$ 12.50	\$ 13.55		
Bid Package #04 - General Trades (Maas Bros. Construction)	\$ 644,000.00				\$ 150.00
Bid Package #04 - Voluntary Alternate #01 - Add to provide asphalt patch at south end of Water Street	\$ 3,800.00				
Bid Package #05 - Masonry (Walsh Masonry, Inc.)	\$ 250,201.11				
Bid Package #06 - Irrigation System (Breckinridge Landscaping)	\$ 20,919.00		\$ 49.50	\$ 145.00	
Bid Package #07 - Landscaping (Breckinridge Landscaping)	\$ 452,121.00		\$ 49.50	\$ 145.00	
Bid Package #08 - Site Plumbing (Andy's Excavations LLC)	\$ 139,300.00	\$ 12.50	\$ 13.55		
Bid Package #09 - Site Electrical (Westphal & Co)	\$ 277,300.00				
Bid Package #10 - Dock System (Badger Docks, LLC)	\$ 114,150.00				
Geotech Engineer Allowance	\$ 20,000.00				
Site Layout and Surveying Allowance	\$ 40,000.00				
Project Supervision/General Conditions (*Assigned amount based on 6 months)	\$ 147,300.00	*\$24,550.00 monthly - finalized cost to be determined based on total duration of project*			
Site Fencing (National Construction Rentals)	\$ 3,146.01				
Provide one CSM by combining multiple tax parcels (Chaput Land & Surveys)	\$ 1,600.00				
Reimbursables - PM Software	\$ 4,760.00				
Reimbursables - Insurance Premium	\$ 10,000.00				
Reimbursables - Bond Cost	\$ 22,105.00				
CM Fee (4.5%)	\$ 147,569.72				
<b>Total Costs</b>	<b>\$ 3,426,896.84</b>				

**Amounts Held By Owner**

Item	Amount
Removal & Replacement Of Unsuitable Soils - Allowance	\$ 200,000.00
10% Contingency (Construction costs)	\$ 342,689.68
Water Department Impact Fees	\$ 66,000.00
<b>Total Costs</b>	<b>\$ 608,689.68</b>

Unit Price No. 01 - Removal and replacement of contaminated or unsuitable soil with granular fill including removal of unsuitable soils from site (\$/Ton) \*Landfill fees paid directly by Owner at Waste Management - Deer Track Park Landfill, Johnson Creek

Unit Price No. 02 - Removal and replacement of contaminated or unsuitable soil with 3/4" traffic bond stone at foundations, pavers, and exterior paved surfaces including removal of unsuitable soils from site (\$/Ton) \*Landfill fees paid directly by Owner at Waste Management - Deer Track Park Landfill, Johnson Creek

Unit Price No. 03 - Removal of contaminated or unsuitable soil including removal of unsuitable soils from site (\$/Ton) \*Landfill fees paid directly by Owner at Waste Management - Deer Track Park Landfill, Johnson Creek

Unit Price No. 04 - Where unsuitable soils are removed by others, provide lean concrete slurry mix at footings/foundations (\$/CY)