



COMMON COUNCIL MEETING AGENDA

MONDAY, APRIL 06, 2026 AT 7:00 PM

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

This meeting will be streamed live on YouTube at: <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 March 17, 2026

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. Members wishing to speak during the public comment section may only speak once per meeting.

6. REPORTS

A. Parks, Recreation, and Forestry minutes from February 16, 2026

B. Senior Center Advisory Board minutes from February 17, 2026

C. Finance Committee minutes from March 9, 2026

D. Airport minutes from March 11, 2026

E. RDA minutes from March 18, 2026

F. Public Works minutes from March 24, 2026

G. Downtown Reconstruction Task Force minutes from March 24, 2026

H. Public Safety & Welfare minutes from April 1, 2026

7. COMMUNICATION & RECOMMENDATIONS

A. Fire Department Monthly Report- February

8. NEW BUSINESS

A. Review and take action: Committee Appointments

B. Convene into closed session per §19.85(1)(g) to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved (Claim of C. Hamlin)

C. Reconvene into open session

9. MISCELLANEOUS BUSINESS

A. Payroll Summary - March 4 through March 17 2026

10. ORDINANCES

A. Ord. 26-08 - Ordinance to Create Section 80-8 Lift Assist Services and Amend Section 410-13(F)(2) Sale and Discharge of Fireworks of the City of Watertown General Ordinances (Sponsor: Ald. Dana Davis From: Public Safety & Welfare Committee, Second Reading)

- B. Ord. 26-10 - Ordinance to Amend Section 76-8(E) Budget System and Repeal Section 76-10 Service Charge for Tax Exempt Residences of the City of Watertown General Ordinances (Sponsor: Mayor Stocks From: Finance Committee, Second Reading)
- C. Ord. 26-11 - Ordinance to Amend Sections 446-13, 446-17, 457-6(A), 457-6(B), 457-6(D), 457-6(F), 457-11(B), 457-12(D)(4), 457-17(A), 457-27(E)(1) AND 484-5(B) of the City of Watertown General Ordinances (Sponsor: Ald. Arnett From: Public Works Commission, Second Reading)
- D. Ord. 26-12 - Ordinance to Repeal 24-25, 24-26, 24-27 of the City of Watertown General Ordinances (Sponsor: Ald. Lampe From: Park, Recreation & Forestry Commission, First Reading)

11. RESOLUTIONS

- A. Exh. 9842 - Resolution to approve Dodge County Grant Agreement (Sponsor: Mayor Stocks From: Finance Committee)
- B. Exh. 9843 - Resolution to Order Fire Department Engine Capital Replacement (Sponsor: Mayor Stocks From: Finance Committee)
- C. Exh. 9844 - Award 2026 Sidewalk Repair Program Contract #8-26 Base Bids A & B to Rennhack Construction Co., Inc. for \$49,400.30 (Sponsor: Ald. Arnett From: Public Works Commission)
- D. Exh. 9845 - Approve Lease Agreement between Tim Mielke and City of Watertown for use of a portion of 1514 Oconomowoc Avenue (Sponsor: Mayor Stocks From: Finance Committee)
- E. Exh. 9846 - Urban Nonpoint Source and Storm Water Grant Funding Application for Street Sweeper (Sponsor: Mayor Stocks From: Finance Committee)
- F. Exh. 9847 - Support Community Project Funding for Airport Runway Reconstruction/Extension Project (Sponsor: Mayor Stocks From: Finance Committee)
- G. Exh. 9848 - Resolution for City of Watertown Water Systems Authorizing Transfer of Excess Water Utility Funds (Sponsor: Ald. Arnett From: Public Works Commission)
- H. Exh. 9849 - Resolution for City of Watertown Water Systems Authorizing Acceptance of Excess Water Utility Funds (Sponsor: Mayor Stocks From: Finance Committee)
- I. Exh. 9850 - Resolution to Enter into an Addendum to the Memorandum of Understanding between the City of Watertown and the Watertown Main Street Program (Sponsor: Mayor Stocks From: Finance Committee)

12. COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT

Each individual who requests to address the Council on agenda items only will be permitted up to three minutes for their comments and must fill out the sign in sheet provided. Members wishing to speak during the public comment section may only speak once per meeting.

13. ADJOURNMENT

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

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

**Common Council Minutes
Tuesday March 17, 2026**

CALL TO ORDER

Mayor Stocks called the regular meeting of the City of Watertown Common Council to order at 7:0 p.m. on Tuesday, March 17, 2026. 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, Berg, Bartz, Blanke, Smith, Arnett, Wetzell and Moldenhauer. Absent was Ald. Lampe. City staff present were Fire Chief Tanya Reynen, Police Chief David Brower, City Attorney Ali Panagopoulos, Finance Director Mark Stevens, Streets Superintendent Stacy Winkelman, Assistant Engineer Nathan Williams (virtual), Stormwater Manager Maureen McBroom, Ritchie Piltz (virtual), Health Director Carol Quest, and City Clerk Megan Dunneisen.

PLEDGE OF ALLEGIANCE

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

MINUTES OF PRECEDING MEETING

Mayor Stocks inquired if there were additions or corrections to minutes of the Common Council meeting held Tuesday, March 3, 2026. There being none, Ald. Berg moved to approve, seconded by Ald. Smith and carried by unanimous voice vote.

COMMENTS & SUGGESTIONS FROM CITIZENS PRESENT

Danielle Taylor of 223 Mary St. spoke regarding proposed ordinance 26-09 – Massage Establishments.

REPORTS

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

The following reports were received and filed: Board of Health minutes from February 3, 2026, Plan Commission minutes from February 9, 2026, Licensing Board minutes from February 11, 2026, Plan Commission minutes from February 23, 2026, Finance Committee minutes from February 23, 2026, Public Safety & Welfare minutes from March 4, 2026, Public Works minutes from March 10, 2026, Tourism minutes from March 12, 2026.

COMMUNICATIONS & RECOMMENDATIONS

Mayor Stocks gave a reminder that April 7 Council meeting will be moved to Monday April 6 due to the Spring Election.

Mayor Stock gave employee recognition to Jill Petig with the Police Department for twenty-five years and Jane Flanigan with the DPW-Street/Solid Waste Division for five years.

The 2025 City Annual Report, Fire Department Annual Report, and Fire Department Monthly Report for January 2026 were presented.

NEW BUSINESS

Ald. Berg made a motion to approve Megan Wierschke - serving her first partial term expiring December 1, 2028, replacing Patti Gedemer to the Health Board, Steve Zgonc– serving his first three-year term expiring March 1, 2029 to the Ethics Boards, and David Morstad– serving his first three-year term expiring March 1, 2029 to the Library Board, seconded by Ald. Smith and carried by roll call vote: Yes-8; No-0; Abstain-0.

MISCELLANEOUS BUSINESS

Payroll Summary - February 18 through March 3, 2026, Paid Invoices Report - February 2026, and Cash and Investments - February 28, 2026, were presented.

LICENSES:

Ald. Bartz made a motion to approve the application for a Temporary Class "B" Beer and Temporary "Class B" Wine license from Luther Prep School Booster Club for the Lives Prepared Gala event located at 1300 Western Ave on April 18, 2026, during the hours of 5pm-12am, seconded by Ald. Blanke and carried by unanimous voice vote.

Ald. Smith made a motion to approve the applications for Temporary "Class B" Wine Licenses for the Whiskey and Wine Walk event hosted by Watertown Chamber of Commerce on April 25, 2026, during the hours of 1pm-4:30pm. Locations include: Bradow Jewelers, 217 E. Main St., Brown's Shoe Fit Co., 212 E. Main St., Draeger's Floral, 616 E. Main St., Sassy Sweets, 116 W. Main St., The Basket Bar, 111 E. Main St., White Oak Builders, 14 E. Main St., and Wisconsin 26 Mercantile, 117 S. 3rd St. (all other locations for the event are licensed establishments), seconded by Ald. Bartz and carried by unanimous voice vote.

Ald. Berg made a motion to approve the application for a change of agent from Walgreens Co located at 301 W Main St, from Krystle Murphy to Jessica Christian for the licensing year expiring June 30, 2026, seconded by Ald. Smith and carried by unanimous voice vote.

Ald. Blanke made a motion to deny the application for a Class "B" Beer license from A-One Oil LLC (Rajwinder Singh) located at 821 N. Church Street for licensing year July 1, 2025 - June 30, 2026, due to Public safety concerns regarding drinking and driving at a gas station, carryout allowance concern under the Class B License, not considering A One Oil a true restaurant, and setting precedent in the city - Watertown has not considered or licensed this type of establishment (convenience store gas station/Class B) in the past seconded by Ald. Bartz and carried by roll call vote: Yes-8; No-0; Abstain-0.

Ald. Moldenhauer made a motion to deny the application for an operator's license from Paul Balbach due to false or missing information on the operator's application, seconded by Ald. Bartz and carried by unanimous voice vote.

Ald. Moldenhauer made a motion to deny the application for an operator's license from Michelle Anzivino due to CAT I of the Licensing Guidelines, seconded by Ald. Bartz and carried by unanimous voice vote.

ORDINANCES

Ord. 26-04 - Amend Chapter 550: Official Zoning Map of the City of Watertown to rezone 510 S. Second Street (PIN: 291-0815-0424-040) from Multi-Family Residential (MR-8) Zoning District to Central Business (CB) Zoning District classifications (Sponsor: Mayor Stocks From: Plan Commission, Second Reading). Ald. Wetzel moved for adoption of ordinance 26-04 on its second reading, seconded by Ald. Berg and carried by roll call vote: Yes-6; No-2 (Blanke, Arnett); Abstain-0.

Ord. 26-05 - Adopt Amendments to the 2019 City of Watertown Comprehensive Plan: Amendment from Central Mixed-Use FLU & Two-Family Residential FLU to Institutional FLU (PIN(s): 291-0815-0424-043, 291-0815-0424-011 & 291-0815-0424-009) (Sponsor: Mayor Stocks From: Plan Commission, Second Reading). Ald. Davis moved for adoption of ordinance 26-05 on its second reading, seconded by Ald. Berg and carried by roll call vote: Yes-6; No-2 (Blanke, Arnett); Abstain-0.

Ord. 26-06 - Amend Chapter 550 Official Zoning Map Rezone Lot 0, Gateway Drive (PIN: 291-0815-1631-003) from Multi-Family Residential (MR-8) Zoning District to Single-Family Residential (SR-4) Zoning District classifications (Sponsor: Mayor Stocks From: Plan Commission Second Reading). Ald. Blanke moved for adoption of ordinance 26-06 on its second reading, seconded by Ald. Smith and carried by roll call vote: Yes-1; No-0; Abstain-1 (Berg).

Ord. 26-07 - Adopt the Planned Development (PD) Overlay District - General Development Plan (GDP)/Precise Implementation Plan (PIP) for Lot 0, Gateway Drive (PIN: 291-0815-1631-003)

(Sponsor: Mayor Stocks From: Plan Commission Second Reading). Ald. Blanke moved for adoption of ordinance 26-07 on its second reading, seconded by Ald. Smith and carried by roll call vote: Yes-7; No-0; Abstain-1 (Berg).

Ord. 26-08 - Ordinance to Create Section 80-8 Lift Assist Services and Amend Section 410-13(F)(2) Sale and Discharge of Fireworks of the City of Watertown General Ordinances (Sponsor: Ald. Dana Davis From: Public Safety & Welfare Committee, First Reading). Ald. Davis moved for adoption of ordinance 26-08 on its first reading, seconded by Ald. Moldenhauer and carried by roll call vote: Yes-8; No-0; Abstain-0.

Ord. 26-09 - Ordinance to Amend Chapter 319 Health and Sanitation Article V, Practice of Certain Trades and Professions Requiring State Licensing, Registration or Credentials, Sections 319-35, 319-36 and 319-39 of the City of Watertown General Ordinances (Sponsor: Ald. Davis From: Public Safety & Welfare Committee, First Reading). Ald. Davis moved for adoption of ordinance 26-09 on its first reading, seconded by Ald. Bartz. Ald. Blanke made a motion to refer ordinance 26-09 back to the Public Safety and Welfare Committee for further review, seconded by Ald. Berg and carried by unanimous voice vote.

Ord. 26-10 - Ordinance to Amend Section 76-8(E) Budget System and Repeal Section 76-10 Service Charge for Tax Exempt Residences of the City of Watertown General Ordinances (Sponsor: Mayor Stocks From: Finance Committee, First Reading). Ald. Smith moved for adoption of ordinance 26-10 on its first reading, seconded by Ald. Wetzel and carried by roll call vote: Yes-8; No-0; Abstain-0.

Ord. 26-11 - Ordinance to Amend Sections 446-13, 446-17, 457-6(A), 457-6(B), 457-6(D), 457-6(F), 457-11(B), 457-12(D)(4), 457-17(A), 457-27(E)(1) AND 484-5(B) of the City of Watertown General Ordinances (Sponsor: Ald. Arnett From: Public Works Commission, First Reading). Ald. Arnett moved for adoption of ordinance 26-11 on its first reading, seconded by Ald. Wetzel and carried by roll call vote: Yes-8; No-0; Abstain-0.

RESOLUTIONS

Resolutions below are listed in order of the agenda but may not be the order by which they were taken up at the Council meeting.

Exh. 9836- Resolution to Approve the Final Plat for Gateway Drive Subdivision (Sponsor: Mayor Stocks From: Plan Commission). Ald. Blanke moved to adopt resolution 9836, seconded by Ald. Smith and carried by roll call vote: Yes-7; No-0; Abstain-1 (Berg).

Exh. 9837 - Resolution to Authorize Submittal of 2025 Annual Stormwater Report (Sponsor: Ald. Arnett From: Public Works Commission). Ald. Bartz moved to adopt resolution 9837, seconded by Ald. Blanke and carried by roll call vote: Yes-8; No-0; Abstain-0.

Exh. 9838 - Resolution to Adopt City-wide Bicycle and Pedestrian Network Plan (Sponsor: Ald. Arnett From: Public Works Commission). Ald. Wetzel moved to adopt resolution 9838, seconded by Ald. Smith and carried by roll call vote: Yes-8; No-0; Abstain-0.

Exh. 9839 - Utility Construction Services with Robert E. Lee & Associates for \$53,650 (Sponsor: Ald. Arnett From: Public Works Commission). Ald. Moldenhauer moved to adopt resolution 9839, seconded by Ald. Davis and carried by roll call vote: Yes-8; No-0; Abstain-0.

Exh. 9840 - Resolution to Approve 2026 Sidewalk Repair Area (Sponsor: Ald. Arnett From: Public Works Commission). Ald. Arnett moved to adopt resolution 9840, seconded by Ald. Berg and carried by roll call vote: Yes-8; No-0; Abstain-0.

Exh. 9841 - Resolution to Modify the 2026 Economic Development Budget (Sponsor: Mayor Stocks From: Finance Committee). Ald. Smith moved to adopt resolution 9841, seconded by Ald. Berg and carried by roll call vote: Yes-8; No-0; Abstain-0.

COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT

Danielle Taylor of 223 Mary St. spoke regarding proposed ordinance 26-09 – Massage Establishments.

ADJOURNMENT

There being no further business to come before the Council at this time, Ald. Davis moved to adjourn, seconded by Ald. Bartz, and carried by unanimous voice vote at 8:27 p.m.

Respectfully Submitted,

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 Clerk's Office. Video recording available at Watertown TV's YouTube page: <https://www.youtube.com/c/WatertownTV>

PARKS, RECREATION & FORESTRY COMMISSION

Monday, February 16, 2026 at 4:30 p.m.

The Parks, Recreation & Forestry Commission met on the above date and time. The following members were present: Jennifer Clayton, Julie Chapman, Kyle Krueger, Kerry Kneser, Ald. Jonathan Lampe, Emily Lessner. Also present: Andrea Draeger, Kristine Butteris, Hunter Karnitz, Ryan Thurow.

1. **Call to order.**

The meeting was called to order at 4:33 p.m.

2. **Review and approval of minutes.**

Jennifer Clayton moved to approve the minutes as presented, seconded by Julie Chapman, and carried by unanimous voice vote.

3. **Review and approval of financial reports.**

Julie Chapman moved to approve the financial reports as presented, seconded by Jennifer Clayton. Motion carried by unanimous voice vote.

4. **Citizens to be heard.**

None.

5. **Business.**

A. Review and recommend: World Migratory Bird Day.

Andrea provided an overview of the proposed World Migratory Bird Day event as part of the Bird City designation. Discussion followed regarding the event details and programming. Julie Chapman moved to recommend approval of the World Migratory Bird Day resolution, seconded by Kyle Krueger, and carried by unanimous voice vote.

B. Review and discuss: Center rentals on holidays.

Staff initiated discussion regarding whether private rentals should be allowed at the Center on holidays. Commissioners discussed how often the facility had been rented on holidays over the past five years, the potential need for a building supervisor, and whether the supervisor would need to remain onsite for the duration of a rental. Additional discussion included the possibility of establishing a four- or eight-hour minimum rental timeframe. Staff will return at the next meeting with two policy options for the Commission to review and consider.

6. **Director's Report**

A. Project Updates.

Ryan was introduced in his dual role as Parks Project Supervisor and City Forester. Ryan will assume primary responsibility for department projects until a new director is hired. The Riverside Park Master Plan is currently on hold. Hunter will serve in an interim capacity covering aquatics and recreation programming. Andrea will oversee senior services, enrichment programming, and office operations.

Staff also reported that the Candlelight Hike scheduled for the upcoming Saturday was canceled. Kerry will be meeting with Kristine and staff regarding transition items. Commissioners also acknowledged that Kristine's last day with the

department will be Friday, February 20, and appreciation was expressed for her service by Kerry, Jonathan, and Kyle.

Forestry Updates

Staff provided updates on forestry-related activities and ongoing work.

B. Update on Programming.

Andrea Draeger provided updates related to the Senior and Community Center and current programs and activities, as well as a recap from the successful soup fundraising event.

7. Adjournment.

Ald. Jonathan Lampe moved to adjourn at 5:26 p.m., seconded by Kyle Krueger, and carried by unanimous voice vote. Next meeting date: March 16, 2026.

Respectfully submitted,
Andrea Draeger
Senior Center, Enrichment, and Office Manager

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SENIOR CENTER ADVISORY BOARD

Tuesday, February 17, 2026

9:00 a.m.

The Senior Center Advisory Board met on the above date and time. The following members were present: Betty Jimenez, Dawn Justman, Peggy Brown and John Wanke. Also present: Andrea Draeger.

1. **Call to order.**

The meeting was called to order at 9:05 a.m.

2. **Review and approve minutes dated December 16, 2025.**

Betty Jimenez moved to approve the minutes as presented, seconded by Peggy Brown, and carried by unanimous voice vote.

3. **Review and approve the monthly financial report.**

John Wanke moved to approve the 2025 year-end and January financial reports as presented, seconded by Dawn Justman, and carried by unanimous voice vote.

4. **Citizens to be heard.**

None.

5. **Chairperson's committee reports**

Update from the Fundraising Committee on current efforts.

The board reviewed the annual fundraising and event list. Upcoming fundraisers include 50/50 raffles, with proceeds planned for projects such as flower pots, the Veterans Day party, the holiday party, and fobs/tags for members. A recap of recent fundraising efforts was provided, including the cookie boxes and soup sale, which generated approximately double the amount raised last year due to increased fundraising activities. The board discussed raising the soup sale price to \$5 next year.

Additional discussion included potential use of a locked refrigerator in the snack shop area, a possible brat fry on June 12, and sharing sponsorship letters with board members. Members discussed coordinating with potential sponsors who may also support Bentzin Family Town Square events. Sponsorship letters and a press release were sent out, along with emails requesting bingo sponsors.

Update from the Membership Committee on memberships and renewals.

The committee discussed exploring a new system for member check-in using recreation software and fobs or tags with barcodes that could be scanned when entering the building. The board discussed whether members would be willing to purchase the fobs or tags.

Membership coupons are still available at the Chamber for new members, along with scholarship information for those needing assistance. The board also discussed the possibility of hosting a spring open house and coordinating it with the June brat fry.

Additional discussion included the potential for prorated memberships beginning in October, allowing memberships purchased late in the year to roll over into the following year. Staff also plans to calculate the value of membership by reviewing direct and indirect costs in order to evaluate future membership fee structures and better communicate the value of membership.

Update from the Community Services Committee on projects and efforts.

The board discussed additional community drives that could be coordinated with assisted living facilities or other community organizations, potentially in the spring. Possible donation drives

could include food items, school supplies, or items for the humane society. Volunteers could assist with delivering donated items.

John will contact the humane society and food pantry and expressed interest in organizing tours of these facilities when donations are delivered. The board also discussed connecting new members with John to assist with volunteer efforts.

Update from the Program Committee on program attendance and new programs and events.

The committee discussed highlighting programs both on the hall bulletin board and in the newsletter, potentially featuring one program each month.

Yahtzee attendance has been low, and the board discussed moving the activity to Mondays or discontinuing it if participation does not improve. The Gold Star Self-Defense class for women will run again in March. The board also discussed the recent active shooter training and noted that if offered again, it would be helpful to include more information specific to the Senior Center building and the needs of senior participants. Additional program discussions included a potential Cinco de Mayo party, the upcoming birthday party, and implementing a \$5 guest fee beginning in May since there is not a sponsor this year (birthday participants would still attend free). Upcoming activities also include spring break programming, four family nights, and four day trips.

The board discussed possible partnerships for programs such as a UW–Madison Badger Talk presentation or musical performance, as well as a technology program through the library focused on topics such as ordering books online or using digital resources.

The board approved using the poster board in the hall to feature Senior Center activities. Photos from the recent brunch will be displayed in April, and the birthday party will be featured in March.

The possibility of creating a baking committee was discussed, which could meet Monday, Wednesday, and Friday afternoons or on weekends when the facility is not rented.

The board requested an update on snack and soda sales performance in the office area and asked whether attendance at movie showings is currently being tracked.

The board requested that staff review the bylaws to determine whether only members may vote in board elections and to consider potential revisions to the bylaws in 2027. The board also discussed reaching out to Jammie Beltsner and recruiting an additional member-at-large.

6. Director’s report.

An update was given regarding building-related items and facility updates.

7. Adjournment.

Peggy Brown moved to adjourn at 10:39 a.m., seconded by John Wanke, and carried by unanimous voice vote.

Next meeting date: Tuesday, March 17, 2026.

Respectfully submitted,
Andrea Draeger
Senior Center, Enrichment, and Office Manager

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FINANCE COMMITTEE MEETING MINUTES

MONDAY, MARCH 09, 2026, AT 5:30 PM

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

Finance Committee members present: Mayor Stocks, Alderpersons Berg, Davis, Lampe, Smith

Others present: Finance Director Stevens, Ali Panagopoulos

1. Mayor Stocks called the meeting to order at 5:35 p.m.
2. The Finance Committee minutes from February 23 were presented. Ald. Berg moved, seconded by Ald. Davis, to approve. Unanimously approved.
3. Correction in minutes of February 23, 2026 meeting: As noted in the March 17 Common Council meeting, Ald. Berg was not listed as present but was present.
4. Mayor Stocks requested a budget modification for Economic Development [60] to allow an increase in hours for the Economic Development Coordinator. The original request was to expend General Fund [01] Contingency. Ald. Berg moved to approve the request, seconded by Ald. Smith. Ald. Davis moved, seconded by Ald. Smith, to modify the request to instead allow the Economic Development fund balance to be used for this additional expense. Amendment approved unanimously. The original motion was also approved unanimously.
5. A recommended ordinance to amend Section 76-8 (Budget System) and repeal Section 76-10 (Service Charge for Tax Exempt Residences) was presented. As part of discussion, it was noted that the incorporation of a Council of the Whole meeting ahead of the council meeting with public hearing will be a beneficial addition to the budget timeline. Ald. Davis moved to approve the recommended ordinance to Council, supported by Ald. Berg, and unanimously approved.
6. Jeff Baum (Wisconsin Aviation) was presented to explain that, although our airport runway has 5,008 feet of pavement, it's certified at a 4,463-foot length, limiting the size of planes allowed to land. He requested the use of up to \$60,000 from the airport capital reserve account [05-54-53-70] to apply for a federal grant from a program called General Aviation Extension Project. Reconstruction projects are usually funded 90% federal, 5% state, and 5% locally. Depending on the results, this sum might be refunded up to the full amount, but that is not guaranteed. Ald. Davis moved to approved, seconded by Ald. Berg, and unanimously approved.
7. Mr. Stevens provided the insurance claims loss runs occurring in 2024-present as requested to be provided annually.
8. Ald. Davis, seconded by Ald. Lampe, moved to adjourn the Finance Committee at 6:10 p.m., and was carried by unanimous voice vote.

Respectfully submitted,

Mark Stevens, Finance Director

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Watertown Airport Commission
 1741 River Drive, Watertown, WI 53094 (920) 261-4567
 Meeting Minutes from Wednesday, March 11th, 2026

Attendance:

Alderman Bob Wetzel	Present
Dr. Terry Turke	Present via phone
Tom Finnel	Absent
Sean Lapp	Present
Jeff Baum, Airport Manager	Present
Tom Klug	Present
Tom Hahn	Present via Phone
Eric Wegner	Absent

Others:

Krys Brown, Wisconsin Aviation – Present

1. Terry Turke called the meeting to order at 5:15 PM.
2. A motion to approve the minutes from February 11th was made by Tom Hahn and seconded by Tom Klug. Motion carried.
3. A motion to approve the December bills in the amount of \$8,134.67 was made by Sean Lapp and seconded by Tom Klug. Motion carried.
4. Managers' Report:
 - Reviewed: The Monthly Airport Use report. February did better than last year.
 - EAA Chapter had a Valentines fly-in/drive-in Soup event that went very well and a great turn out.
 - The EAA hangar now has power and natural gas. The Grooms hangar should be starting in the next two weeks.
 - The Vietnam Veterans Memorial Wall – Their fund raising went very well and made enough to have for any maintenance needed. May 25th at 3PM they will have a dedication opening.
 - Very disappointed in the Scramble Yolk closing and being replaced by a car wash.
 - WI Aviation has a new Business Development Director on board.
 - Jeff Baum had an interview with Channel 27 on the fuel increases.
5. Old Business:
 - Review: Runway 23/05 reconstruction project –We are attacking the project from 3 different options to start sooner than later.
 - Looking for alternatives designs for the Stormwater plan which will eliminate birds.
 - Discussed: Tom Han made a motion for a resolution to communicate and meet with the Mayor to resolve the UPS parking lot rent and was seconded by Bob Wetzel. Motion carried.
6. New Business:
 - Airport Improvement Plan – Will continue to work on a list and prioritize them.
7. Adjournment:
 - There being no further discussion, a motion for adjournment was made by Tom Klug and seconded by Tom Hahn.

Respectfully submitted by: Krys Brown

Minutes are submitted unapproved



Wednesday, March 18, 2026, 6:00 pm
 In-PERSON/VIRTUAL MEETING
 Room 2044, City Hall

By Phone or Zoom Meeting:

1. Pledge of Allegiance
2. Roll Call
 - A. Present: Ryan Wagner, Steve Board, Ald. Ken Berg, Ald. Tony Arnett, Todd Huhn, Deb Sybell, Jacob Maas, and Dave Zimmermann
 - B. Virtual: None
 - C. Absent: None

Other attendees: Stefanie Broere, John Kadish, Brian Konz

3. Determination of Quorum and Call to Order at 6:00 pm.
4. Approval of meeting minutes
 - A. Regular board minutes 2.18.26.

Steve Board motioned to approve

Dave Zimmerman seconded the motion. Motion carried unanimously.

5. Public Comment
 - A. Brian Konz reflected on availability of parking options along and near Main Street, sharing that parking is not a problem from his perspective.

6. Business

- A. Review and take possible action on Sign Grant applications

- a. S&S Window Cleaning

Steve Board motioned to approve

Ryan Wagner seconded the motion. Motion carried unanimously.

- b. The Stem Academy City Centre

Todd Huhn motioned to approve

Dave Zimmerman seconded the motion. Motion carried unanimously.

- c. Modifications going forward for sign grant application and eligibility

- i. **Unanimous consent to allow for neon signs**

- ii. To be eligible for consideration moving forward, once approved for the sign grant, applicants must apply before they put up their sign for which they are seeking funding.

Steve Board motioned to approve

Ald. Ken Berg seconded the motion. Motion carried unanimously.

- iii. Moving forward, once approved for the sign grant, applicants must submit a paid invoice before a grant check will be issued.

Ald. Tony Arnett motioned to approve

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.

Steve Board seconded the motion. Motion carried unanimously.

- B. Review and take possible action on Watertown Park, Recreation, & Forestry Department 2026 program and event sponsorship request
 - a. Invite requestor to future RDA meeting so board members can learn more about the sponsorship request.

Steve Board motioned to table this item

Todd Huhn seconded the motion. Motion carried unanimously.

- C. Review and discuss Main Street parking accessibility and availability
 - a. Board members reviewed recommendations from 2022 parking study. They discussed the role of the RDA as identifying the set of conditions that would trigger expansion of parking options in anticipation of increased development and 2028 Main Street construction parking limitations.

7. Updates

- A. Riverwalk update
 - a. Kapur engineering estimates for design work for identified catalytic sites are expected later in the week.
- B. Common Council update
 - a. Ald. Arnett highlighted approved rezoning for housing developments and anticipated Public Works Commission review of Main Street Water Lateral Upsizing proposal next week.
 - b. Ald. Berg highlighted the recent presentation to the Committee of the Whole by Nate Olson with Dodge County Community Development with a focus on business attraction, retention and expansion; workforce development; a community development fund; and tourism.
- C. Development update
 - a. Deb Sybell reported that the developer agreement for the Oxbow development is under review
 - b. The developer agreement for the College Park development has been signed
 - c. The Dodge County grant agreement for the Wilbur Street extension will be before Finance on March 23rd and Common Council on April 6th.
 - d. The River Crossing developers are working with the city on stormwater options.
 - e. The Lot Zero development spearheaded by the Greater Watertown Community Health Foundation received Common Council approval to be rezoned from multifamily to single family.
- D. Executive Director update
 - a. Deb reported Common Council approval of the Bike and Pedestrian Network Plan.
 - b. Public Works Commission approved an alternative lighting option for the 2028 Main Street reconstruction saving \$500,000 provided the change would not delay the project.
 - c. Deb and Ryan Wagner visited with the partner banks about the RDA Commercial Loan program and set the stage for a potential future ask relating to Main Street business continuity loan options in anticipation of the 2028 Main Street reconstruction.

8. Reports

- A. Communications and social media report
 - a. RDA board members hope to see an uptick in views given recent RDA activity.

9. Future Items

- A. Deb Sybell gave an update on these development projects: Hunter Oaks Enclave, Oxbow, Lumin Terrace, College Park, Lot 0 Gateway Dr., 1911 Gateway Dr.

10. Adjournment at 7:20 pm

Todd Huhn motioned to adjourn.

Dave Zimmerman seconded the motion. Motion carried unanimously. Meeting adjourned.

PUBLIC WORKS COMMISSION

Tuesday, March 24, 2026

5:30 p.m.

The Public Works Commission met at the above date and time. The following members were present: Alderpersons Brad Blanke, Dan Bartz, Myron Moldenhauer, and Tony Arnett; Citizen member Pete Thompson. Absent: none. Also present: City Staff Andrew Beyer, Maureen McBroom, Pete Hartz, Richie Piltz.

1. **Call to order.** Chairperson Arnett called the meeting to order at 5:30 p.m.
2. **Comments and Suggestions from Citizens Present.** - None.
3. **Review and take possible action. Minutes of PWC meeting of March 10th, 2026.** Mr. Blanke moved to approve the minutes as submitted, seconded by Mr. Thompson. Motion carried by unanimous voice vote.
4. **Review and take possible action: Fire Suppression Lateral Services for 2028 Main Street Reconstruction Project** – Jared Lee of RE Lee and Associates presented the summary report on laterals in the Main Street Reconstruction zone. The report showed each lateral’s current state (size, material) along with the proposed replacement and any increased cost due to the replacement. This is just a proposed list and these upgrades have not yet been discussed with building owners and are subject to change. Mr. Moldenhauer asked when a lateral is proposed to be increased in size, what is the main driver of the cost? The main cost driver is the curb stop, rather than the pipe. Mr. Blanke asked if we knew how many of the buildings have residential spaces already in use in the upper stories. This was not known at this time. Mr. Bartz asked if the costs listed were included in the original project estimate. They were not. Mr. Thompson asked if the size of the main on Main Street could accommodate the roughly 25 laterals that could be upgraded. Yes, it can. Mr. Blanke moved to submit the proposed list to the State, seconded by Mr. Bartz. Motion carried by unanimous voice vote.
5. **Review and take possible action: Award Sidewalk Repair Program contract #8-26 Base Bids A & B to Rennhack Construction, Co. Inc for \$49,400.30** – 4 bids were received. Rennhack was the lowest and best bid. Mr. Thompson moved to recommend the bid to Council, seconded by Mr. Moldenhauer. Motion carried by unanimous voice vote.
6. **Update, no action required: Urban Nonpoint Source and Storm Water Grant Application for Street Sweeper** – The Finance Committee has already reviewed and approved the grant application. This is a just an informational update for the Commission. If awarded, the grant will provide 25% reimbursement for the cost of a new street sweeper. The street sweeper is in the 5 year capital plan. Lead time on ordering a new street sweeper is 9 months to a year.
7. **Adjournment.** Mr. Moldenhauer moved to adjourn at 5:58 p.m., seconded by Mr. Bartz. Motion carried by unanimous voice vote.

Respectfully submitted,

Tony Arnett, Chairperson

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

DOWNTOWN MAIN STREET RECONSTRUCTION TASK FORCE

Tuesday, March 24, 2026

2:30 pm IN-PERSON/VIRTUAL MEETING

Room 2044, City Hall, 106 Jones St, Watertown, WI

1. Call to order at 2:31 pm.
 - a. Attendance- Present: Deb Sybell, Andrew Beyer, Nathan Williams, Mayor Stocks, and Ryan Wagner, Ald. Myron Moldenhauer, and Andy Grinwald
Also present: Steph Mazzoni, Lisa Famularo (virtual), and John Kadish (citizen)
Virtual: Ald. Tony Arnett, Mike Trego, Stefanie Broerer and Amber Smith
Absent: Laurie Hoffman. Steven Porter (DOT), Pedro Bautista (DOT),
2. Approval of prior meeting minutes
 - a. Approval of Minutes 11.25.25
Motioned by Ald. Moldenhauer, seconded by Mike Trego, carried unanimously.
3. Opening for public comment.
 - i. None
4. Updates
 - a. Update on project lighting and street scape amenities
 - i. Ald. Arnett gave an update on the Public Works meeting the pedestrian poles can not be altered but the decorative lighting fixtures could be. The city is waiting for the state to respond and then the plan will go back to Public Works to decide.
 - b. Update on Main St. Meetup 3/16/26
 - i. It was rescheduled for March 30th at 6:30 at Lyons Pub. Everyone is welcome to attend.
5. New Business
 - a. Business continuity planning/ resources
 - i. Deb Sybell talked about the continuity needed for Main Street businesses and everyone involved in the reconstruction.
 - ii. Looked at grant options for funding to help.
 - iii. Looking for best practices and then will come together with a plan to support the businesses.
 - b. Reconstruction toolkit
 - i. Stefanie Broerer talked about wanting to get a toolkit out by early 2028, so it's set for the reconstruction.
 1. Possibly have a web page solely for construction resources
 - ii. Andrew said the state will assign a project manager and inspector on the ground and the city will look at having a project manager that will be a liaison to the business owners.
 - iii. Discussion on the lateral project. Will look more into this as it gets closer.
 - c. Parking options, signage, sidewalk stickered routes (Deb, Linden, Stef, Robin)
 - i. There will be more signs going out on Main Street and the parking lots to make public parking spaces easier to find. They will be installed in spring 2026.
 - ii. Having directional signage ready ahead of time so when reconstruction begins, we'll be ready.
6. Confirm next meeting date:
 - a. Steph will make a form for review and then a doodle poll for days/times.
 - i. Email Deb on main priorities from when first started to now, and who would be best to keep things moving forward. (goals, timeline)

- ii. Amber said it's difficult for business owners to attend during the daytime. May the days/times of the meetings.
 - iii. Stef has ideas who could be added.
 - iv. We need to run by Public Works and would have to change the resolution to change the task force members.
7. Adjournment at 3:35 pm **Motioned by Andrew Beyer, seconded by Ald. Moldenhauer, carried unanimously**

PUBLIC SAFETY & WELFARE COMMITTEE

April 1, 2026

5:00 p.m.

1. CALL TO ORDER

Members Present	Also in Attendance	Citizens Present
<ul style="list-style-type: none"> • Dana Davis, Chair • Bob Wetzel • Jonathan Lampe • Myron Moldenhauer 	<ul style="list-style-type: none"> • Police Chief Brower • Nathan Williams • Stacey Winkleman 	<ul style="list-style-type: none"> • Ian Pilak • John Katisch • Danielle Taylor • Stefanie Broere

2. RECEIVE COMMENTS FROM THE PUBLIC

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

- There were no comments from the public.

3. APPROVAL OF MINUTES

- Public Safety & Welfare minutes from March 4, 2026
- [03.04.2026 Public Safety Minutes.pdf](#) (0.24 MB)

MOTION: Approve the minutes from March 4, 2026 (Wetzel/Moldenhauer/Unanimous Approval)

2. BUSINESS

- A. Review and discuss: Carriage Hill Drive Bump Outs
 - a. [MEMO Carriage Hill Drive Traffic Calming.pdf](#) (0.56 MB)

DISCUSSION: Carriage Hill Drive has been discussed in the Public Safety Committee meetings since September 2023. A resident has concerns about the rate of speed that vehicles drive on the road. Davis reminded the Committee that a speed study was presented in July 2024. That speed study indicated that drivers’ speeds were largely “reasonable and proper” as per the average driver’s perception of roadway conditions.

In August 2024, the committee made two motions.

1. Request the Park, Rec and Forestry Dept. to plant trees strategically on Carriage Hill Drive as a traffic calming method. This has been accomplished.
2. Direct the Engineering Dept. to investigate the location and cost of bump outs to slow traffic on Carriage Hill Drive. The Engineering Dept. is presenting their results tonight.

Nathan Williams presented 6 options.

Mr. Lampe expressed his preference for Concept B because it involves paint and posts rather than concrete.

MOTION: Recommend Concept B design plan for Carriage Hill Dr. to the Public Works Commission for further consideration. (Lampe/Moldenhauer/Unanimous Approval)

- B. Review and discuss: S. Tenth Street Signage and Pavement Marking near Webster School

- a. [MEMO Crossing Request Tenth St and Station St.pdf](#) (0.56 MB)
- b. [S Tenth St and Station St.pdf](#) (1.13 MB)

For discussion only. No action needed.

- C. Review and take action: Request for flashing pedestrian sign at N Church and Cady Street
 - a. [Agenda Item April 1 to Upload.pdf](#) (1.07 MB)

MOTION: Install a “pedestrian crossing sign ahead” between Rock Street and Cady Street. Investigate the possibility of also installing a pedestrian crossing sign on the northeast corner of N. Church and Cady St. for southbound traffic. (Lampe/Moldenhauer/Unanimous approval)

- D. Review and take action: Amend Section 428-7(A) (Special Event Definitions)) and 428-7(C) (Special Event Exemptions)
 - a. [Amend Section 428-7\(A\) \(Special Event Definitions\) \) and 428-7\(C\) \(Special Event Exemptions\).pdf](#) (0.02 MB)

The Committee has several questions about these proposed revisions.

1. Why remove the wording in 1. Under Special Event? This wording seems to be important in describing a premise being used in ways that are beyond its normal use.
2. In 3., the committee questions why “public” has been added.
3. The committee prefers keeping #5. Why do the staff want to remove it?

MOTION: Request the staff to clarify their reasons for wanting to make these adjustments. Table for a future meeting. (Wetzel/Lampe/Unanimous Approval)

- E. Review and take action: Ordinance to Amend Chapter 319 Health and Sanitation Article V. Practice of Certain Trades and Professions Requiring State Licensing, Registration or Credentials, Sections 319-35, 319-36 and 319-39 of the City of Watertown General Ordinances
 - a. [Massage Parlor Ordinance 03.26.26 edits.pdf](#) (0.03 MB)

DISCUSSION: Davis expressed that she is thankful for the input that was received from a local massage therapy establishment owner and Council members. Davis said that she worked with the Attorney to incorporate all of the ideas that have been received.

Summary of Changes:

- Reference to “parlor” removed from the ordinance.
- Massage Therapy or Bodywork Therapy definition is identical to the language in the state statute.
- Purpose and Authority section added
- Application – The requirements on the application.
- Hours of operation adjusted from 8 a.m. – 8 p.m. to 7 a.m. – 9 p.m.
- Professional dress clarified
- Allowance for a therapist who is alone with a client to lock the outside door.
- Reference to showers removed.

The committee spoke in favor of the ordinance and changes.

Danielle Taylor, owner of a massage establishment, voiced some concerns.

MOTION: Approve the Ordinance to Amend Chapter 319 Health and Sanitation Article V. Practice of Certain Trades and Professions Requiring State Licensing, Registration or Credentials, Sections 319-35, 319-36 and 319-39 of the City of Watertown General Ordinances. (Moldenhauer/Wetzel/ Unanimous Approval)

- F. Review and take action: Special Event - Whiskey Wine Walk
 - a. [MEMO WHISKEY WINE WALK.pdf](#) (0.05 MB)
 - b. [2026-04 APPLICATION.pdf](#) (1.48 MB)
 - c. [2026-04 MAP.pdf](#) (0.19 MB)

MOTION: Approve Special Event – Whiskey Wine Walk (Lampe/Moldenhauer/Unanimous Approval)

- G. Review and take action: Special Event - 4th of July Parade
 - a. [MEMO 4TH OF JULY PARADE.pdf](#) (0.05 MB)
 - b. [2026-06 APPLICATION Redacted.pdf](#) (1.33 MB)
 - c. [2026-06 MAP.pdf](#) (0.32 MB)

MOTION: Approve Special Event – 4th of July Parade (Wetzel/Davis/Unanimous Approval)

- H. Review and take action: Special Event - Lights and Sirens
 - a. [MEMO LIGHTS AND SIRENS.pdf](#) (0.05 MB)
 - b. [2026-05 APPLICATION.pdf](#) (1.47 MB)
 - c. [2026-05 MAP.pdf](#) (0.25 MB)

MOTION: Approve Special Event – Lights and Sirens (Lampe/Moldenhauer/Unanimous Approval)

- I. Review and take possible action: 10/31 Special Event update for Market Series
 - a. [UPDATED 2026 BFTS SERIERS 10-31.pdf](#) (0.05 MB)

MOTION: Approve the 10/31 Special Event update for Market Series organizer to Main Street Programs (Lampe/Moldenhauer/Unanimous Approval)

5. ADJOURN

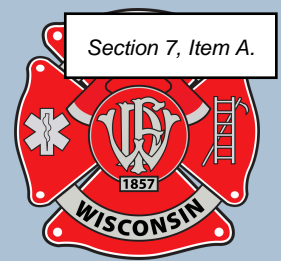
Being no further business to discuss, a motion was made by Lampe and seconded by Wetzel to adjourn. Motion was supported unanimously and the meeting adjourned at 6:05 p.m.

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

WATERTOWN FIRE DEPARTMENT

Monthly Report / **February 2026**

Compassion, Dedication,
Integrity, Accountability,
Trust



Greetings!

While February had 50 fewer calls than January, the incidents we did run had the potential to be much more significant. We saw several situations this month where timing and conditions were in our favor. Those are the calls that reinforce how quickly things can change and how important it is that our system is ready at any given moment.

One example was a structure fire that came in while both our engine and ambulance were already committed to other calls. We worked through it, and the system performed as expected, but we were operating with very little margin. Another incident occurred while we had members at the station for a certification class. Because of that, we were able to respond with a full complement of personnel to a structure fire caused by electrical issues after a tree came down in the wind. Given the conditions that day, a few more minutes or a smaller crew could have led to a very different outcome. These are good outcomes, but they also reflect how dependent we can be on timing and circumstances lining up, rather than consistent staffing depth.

That shows up in the data as well; beyond total call numbers, we continue to look at multiple additional parameters to understand how our system is functioning under real conditions. That information is guiding our focus, particularly as we continue aligning our operations with NFPA guidance and ISO considerations tied to staffing and response performance.

We are also making steady progress in how we get to calls. Improvements with the Phoenix G2 alerting system and consistent use of mobile data computers are helping crews get clearer information faster and turn out more efficiently. Those gains may seem small, but they do have a large impact when measured in seconds.

On the prevention side, the fire marshal's office continues to move forward with inspections and education. We are working directly with business owners to address hazards and bring properties into compliance. Not every conversation is easy, but it is necessary. We've seen what happens when small issues are left unaddressed, and we've also seen the effort it takes for a business to recover after a fire. The goal is to keep those businesses operating safely. and to support a strong, resilient community.

Chief Tanya Reynen



Operational Statistics

Incident Count Statistics

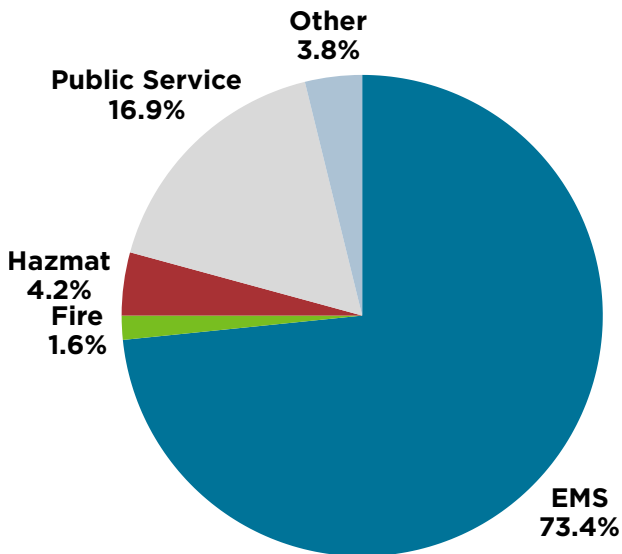
February 2026 Calls: 221

EMS	Fire	Haz-Mat	Public Service	Other
168	3	12	31	7

February Incidents by Year

2023	2024	2025	2026
238	216	226	221

Incident Percentages Year to Date

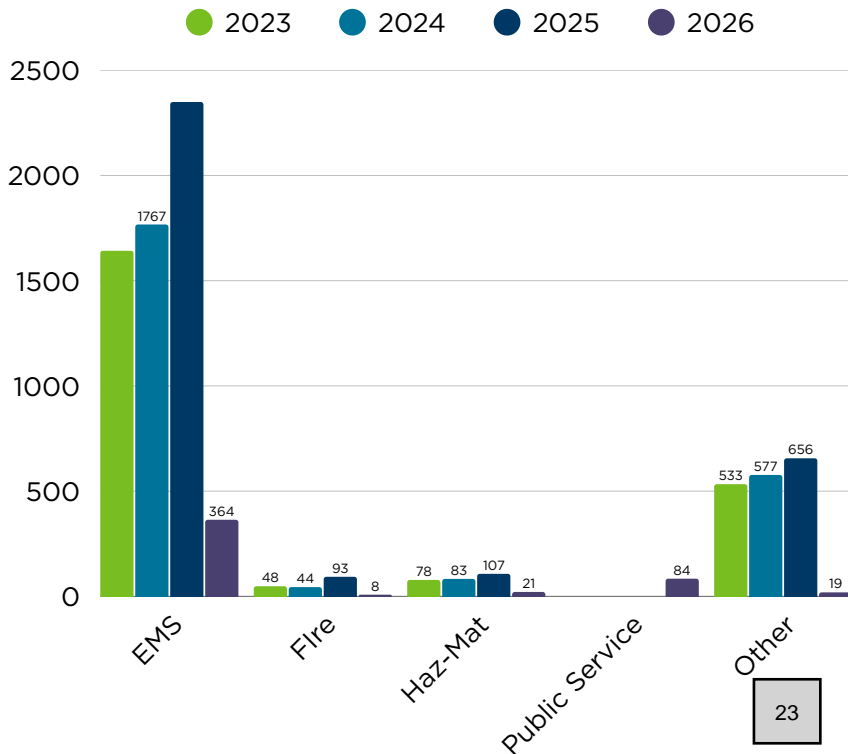


Incident count by Month



2026
Year-to-Date
Incident Count:
496

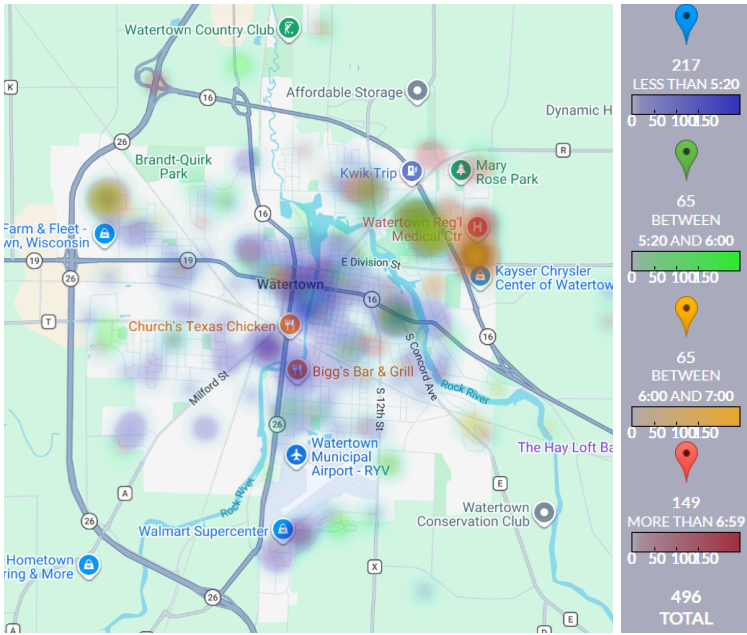
Year-to-Date Incidents by year and type



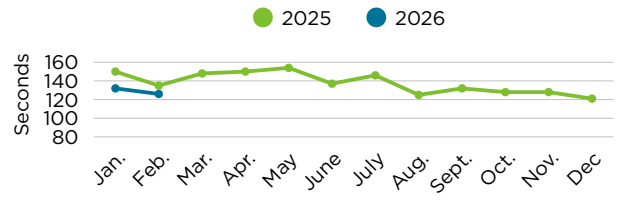
Public Service
The category Public Service is for incidents such as Lift Assist, CO and Smoke Detector alarm malfunctions

Other
Consists of Standby, Canceled calls, smoke in area, no patient found, controlled burn etc.

Year-to-Date Response Time Heat Map

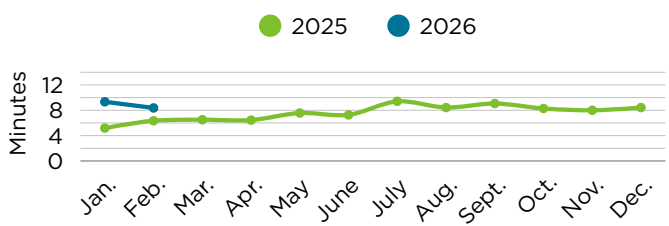


90th Percentile ALL ZONE TURN OUT TIME (Alarm>EnRoute)

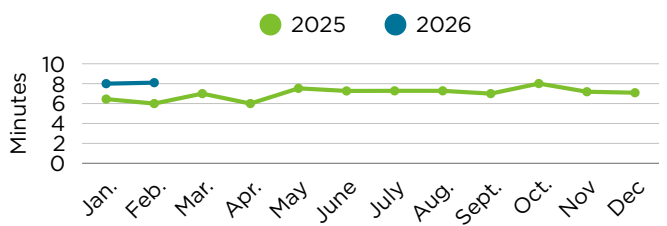


NFPA 1710 Benchmarks Turnout time
EMS: 60 sec. Fire: 80 sec.

90th Percentile ALL ZONE RESPONSE TIME (Alarm>First Unit Arrival)



90th Percentile CITY ZONE RESPONSE TIME (Alarm>First Unit Arrival)



Simultaneous Calls by Month- Year to Year

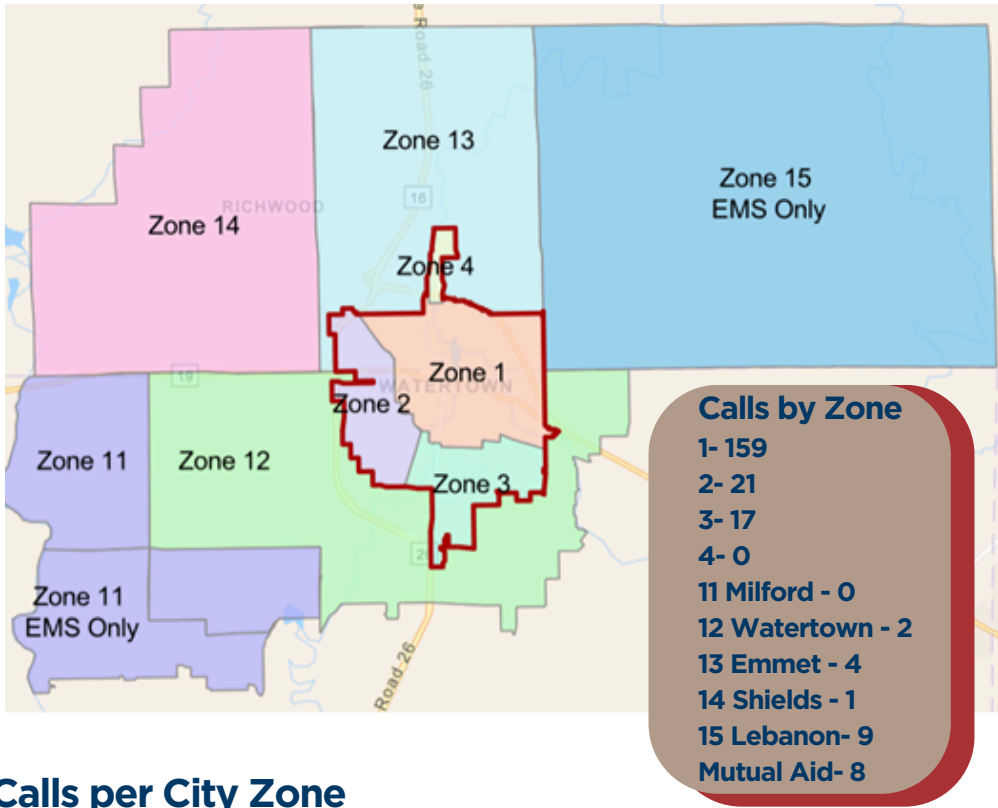
This means that the crew is out on more than one call at the same time.

	2024		2025		2026	
January	52	19%	79	28%	51	25%
February	39	18%	63	28%	26	16%
March	52	22%	93	32%		
April	31	14%	74	28%		
May	47	20%	103	34%		
June	68	27%	78	27%		

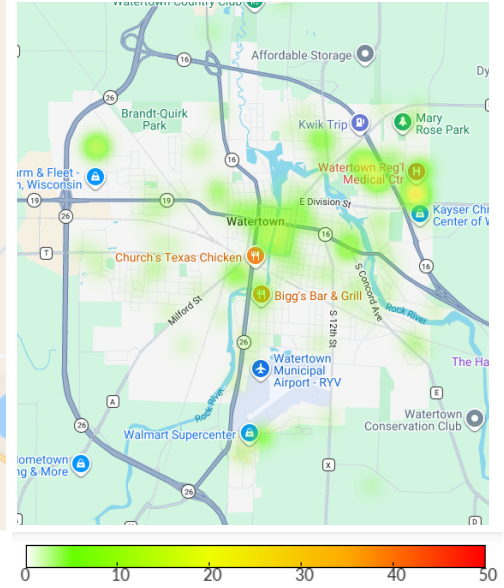
	2024		2025		2026	
July	57	24%	87	30%		
August	50	22%	60	24%		
September	66	25%	89	33%		
October	57	22%	70	25%		
November	64	28%	57	24%		
December	58	28%	80	29%		

Simultaneous Call Average
 2023 - 21.9%
 2024 - 22.4%
 2025 - 28.5%

Calls per Zone in February



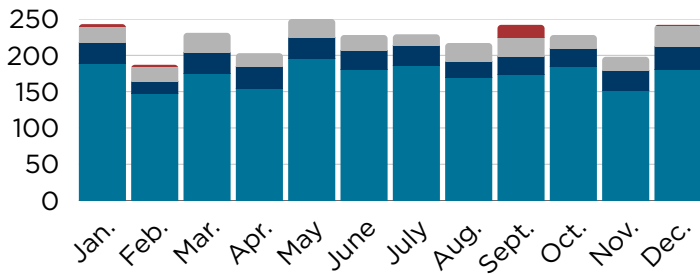
Year-to-Date Call Volume Heat Map



Calls per City Zone

● Zone 1 ● Zone 2 ● Zone 3 ● Zone 4

2025

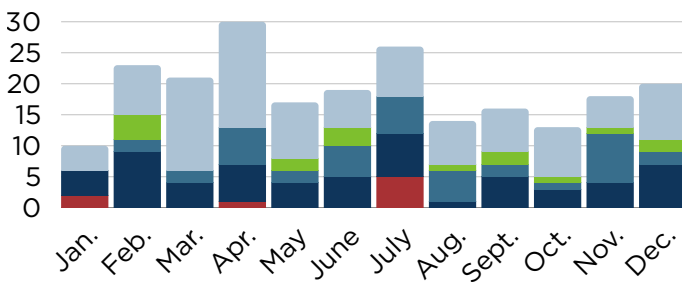


2026



Calls per Township Zone

2025



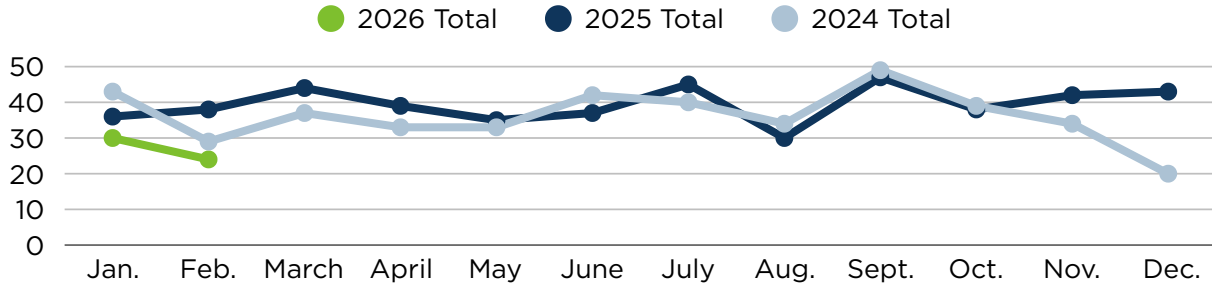
2026



● Milford 11 ● Watertown 12 ● Emmet 13 ● Shields 14 ● Lebanon 15

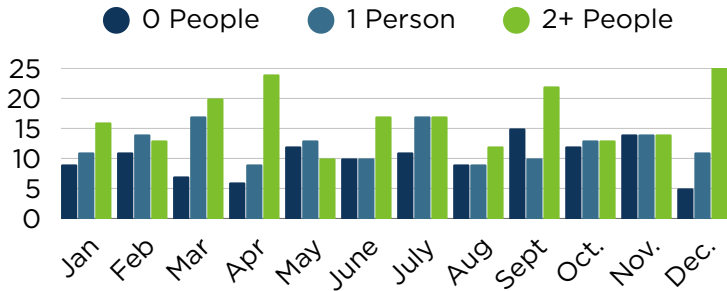
February Off-Duty Callback Occurrences

Number of People	0	1	2+	Total
Count	4	10	10	24

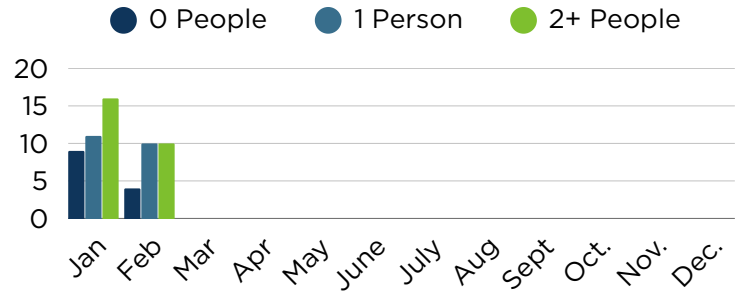


Off-Duty Callback Staff Trend

2025

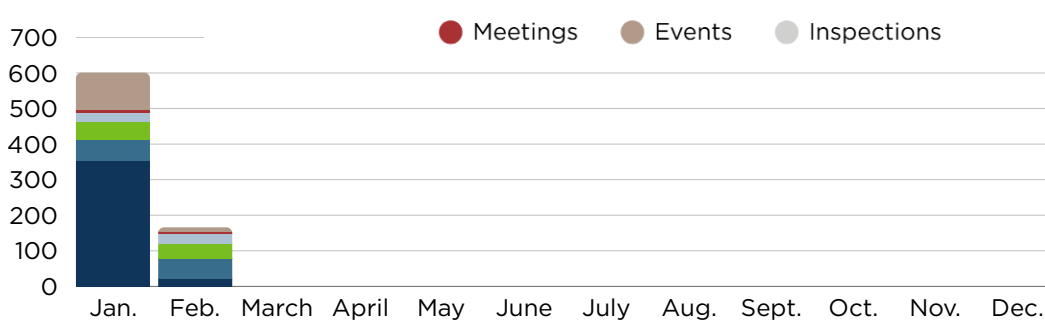


2026

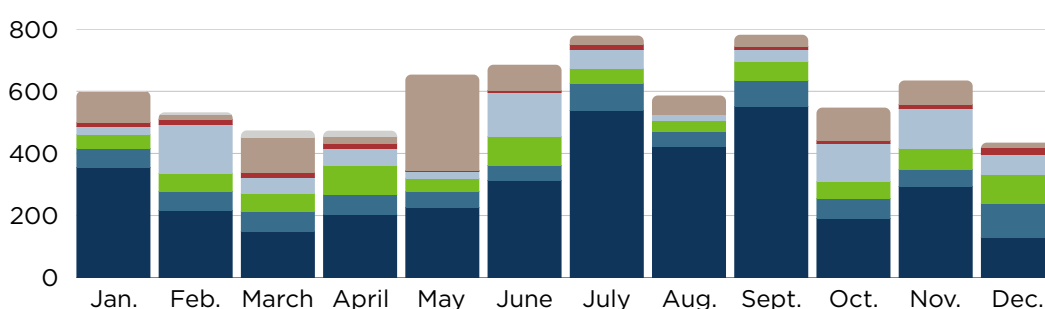


Total Monthly Overtime Hours

2026



2025



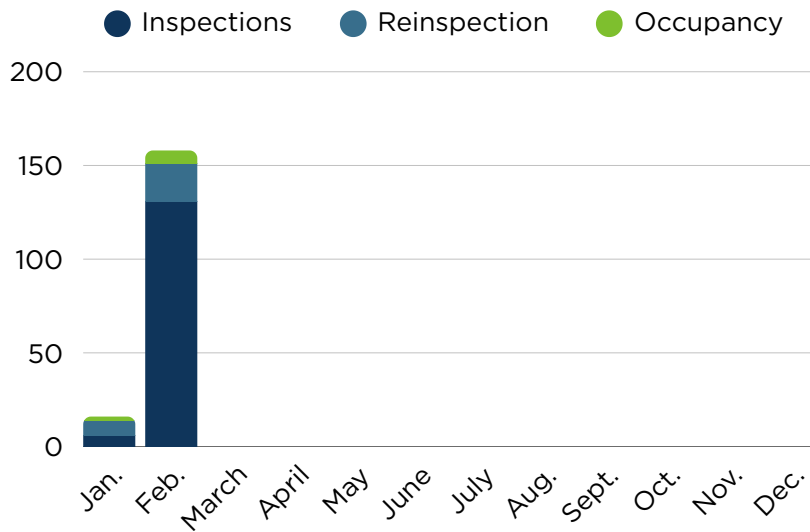
Overtime "Causes"
Daily Staffing- Sick, FMLA
Multiple Calls: Multiple calls, extended calls, or extended shift
Mutual Aid/Rural: Township incidents & mutual aid
Training/School: paramedic and required courses
Meetings: Staff meetings etc

Fire Prevention Updates

Each year approximately 85 businesses applying for or renewing a liquor license are inspected. These inspections are a routine part of helping ensure that establishments serving the public meet basic life-safety standards for their staff and patrons.

At this time, 13 businesses are working through a few remaining items identified during their inspection. Our team is coordinating with each of them and will be completing follow-up inspections in March so they can finalize their compliance and move forward with their liquor license. The goal of this process is to support local businesses while making sure the spaces where our community gathers remain safe.

Inspections Completed



Inspection Progress

Total Inspectable Properties: 1198



February Calls for Service

**1- Compromised Structure
1- Outside Fire**

Plans Reviewed Year to Date

4

Fire & Safety Tip

Check your Smoke Detector

As we head into spring, take a few minutes to check the smoke alarms in your home. Test each alarm, replace batteries if needed, and make sure alarms are installed in sleeping areas, outside bedrooms, and on every level of your home.

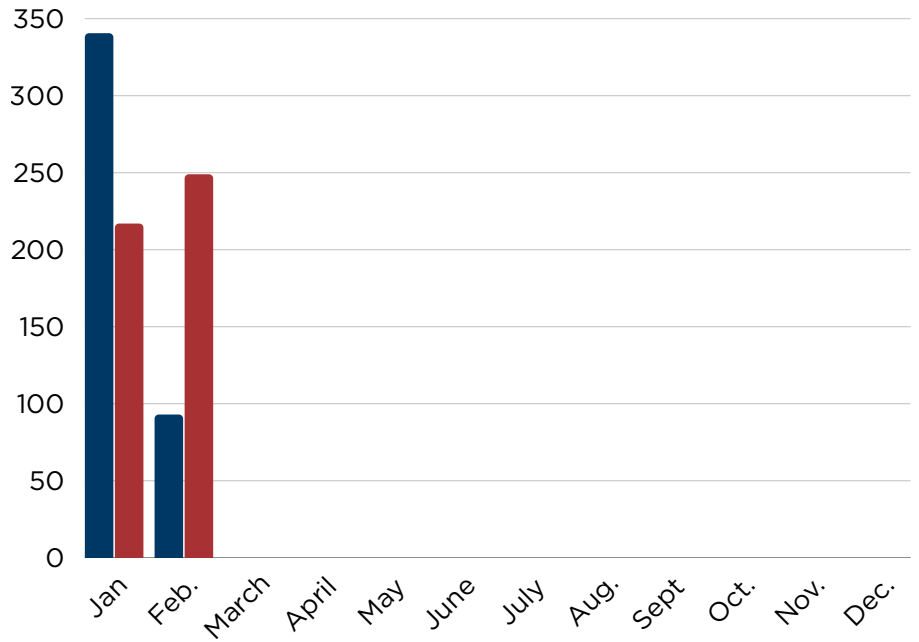
Working smoke alarms cut the risk of dying in a home fire in half and provide the early warning families need to get out safely.

Training Highlights

- Phoenix G2 Alerting System
- EMS: 12 Lead & Cardiac
- Tender Driving Orientation
- SCBA Entanglement Drill
- SCBA Air Consumption
- Area Familiarization
- Engine Operations—Hose Line
- FAST Rescue Board
- Building Construction

Training Hours

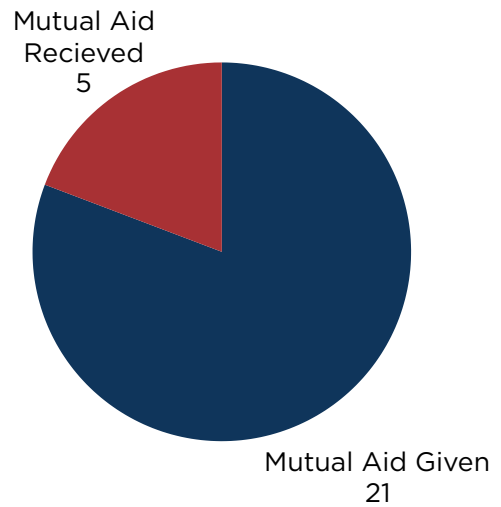
● EMS ● Fire



Incident Highlights

- 1 Mutual Aid Fire
- 2 Standby Mutual Aid
- 2 Outside Fires
- 24 Lift Assists
- 4 Motor Vehicle Accident

Mutual Aid Given/Received Year to Date



Public Relation Highlights

- 5 Paramedic Student Ride Along
- 4 Health Occupation HS Student Ride along
- 1 Fire Station Tour
- Spectrum News Interview- Jefferson County EMS

TO: MEMBERS OF THE COMMON COUNCIL

I would appreciate your consideration of the following appointments:

Library Board

Emily Lessner– serving partial three-year term expiring June 30, 2028 - replacing Erin O’Neill

Thank you for your consideration.

Robert Stocks, Mayor

WATERTOWN PAYROLL SUMMARY

For the Period of: 2/18/2026 3/3/2026

Department	Employees		Regular Hours	Regular this Pay Period	Y-T-D Regular Actual	Annual Regular Budget	Overtime Hours	Overtime this Pay Period	Y-T-D Overtime Actual	Annual Overtime Budget
	FT	PT								
Administration	2	4	315	10,493	42,431	260,025	-	-	-	-
Alderspersons (2nd PR)		9	9	4,848	9,697	59,303	-	-	-	-
Attorney	2	1	220	8,551	37,624	222,321	-	-	-	-
Bldg. Inspection	3	3	295	10,693	46,505	286,891	-	-	-	-
Crossing Guards	-	9	97	1,091	5,193	28,000	-	-	-	-
Engineering	5	2	450	12,896	-	27,102	-	-	-	-
Finance	6	-	480	15,882	71,580	469,248	-	-	1,075	3,000
Fire	31	-	3277	94,249	441,734	2,564,329	369	16,589	35,575	247,000
Forestry	1	-	80	2,328	17,043	134,680	-	-	-	-
Health	9	3	816	29,465	129,405	809,474	-	-	-	2,250
Library	7	13	977	25,460	114,440	500,677	-	-	-	-
Mayor	1	-	80	3,634	16,964	94,488	-	-	-	-
Media	2	3	188	5,495	24,171	263,120	-	-	-	-
Municipal Building	1	-	80	1,997	8,786	51,917	-	-	131	1,500
Municipal Court	1	1	100	3,386	15,236	89,258	-	-	-	-
Park	8	-	640	17,450	69,119	458,087	3	118	1,750	11,960
Park/Rec Admin	4	1	356	10,628	61,861	422,408	-	-	-	540
Police	54	2	4290	182,863	740,011	4,213,498	176	10,148	33,231	236,600
Police Reserve	-	7	20	287	250	15,000	-	-	-	-
Recreation and Pools		23	194	2,562	14,857	243,072	-	-	-	4,500
Solid Waste	8	-	640	17,646	77,641	526,359	-	-	784	3,000
Street / Storm Water	25	-	2000	64,694	287,465	1,604,333	47	2,128	9,491	35,500
Wastewater	11	-	859	28,741	129,388	779,039	22	1,231	5,322	18,000
Water Dept.	10	1	900	32,449	144,724	839,515	14	616	3,932	23,500
TOTALS	191 FT	82 PT	17362	\$587,788	\$2,506,123	\$14,962,144	631	\$30,830	\$91,291	\$587,350

**ORDINANCE TO
CREATE SECTION 80-8 LIFT ASSIST SERVICES AND AMEND
SECTION 410-13(F)(2) SALE AND DISCHARGE OF FIREWORKS OF
THE CITY OF WATERTOWN GENERAL ORDINANCES**

**SPONSOR: ALD. DANA DAVIS
FROM: PUBLIC SAFETY & WELFARE COMMITTEE**

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

SECTION 1. §80-8 Lift assist services of the Watertown Code of Ordinances is hereby created to read as follows:

§ 80-8 Lift assist services.

A. Purpose. The purpose of this ordinance is to define the scope of "Lift Assist" services provided by the Watertown Fire Department or mutual aid agencies and to differentiate these services from requests for Emergency Medical Services (EMS).

B. Definitions.

"Lift Assist" – A service provided by the Watertown Fire Department personnel or personnel from a mutual aid agency or that involves physically assisting or repositioning individuals who have not sustained any injuries or acute medical conditions requiring immediate medical evaluation, treatment or transportation to a medical facility.

"Emergency Medical Services (EMS)" – Services provided by licensed emergency medical professionals in response to acute injuries, illnesses, or medical conditions requiring immediate evaluation, care, and/or transportation to a medical facility.

"Care Facility" – Any licensed nursing home, assisted living facility, community-based residential facility, group home, or similar establishment that provides residential care or assistance services.

C. Lift Assist Service Provisions.

(1) Lift assists shall be provided only to individuals who, upon Watertown Fire Department or mutual aid agency, personnel assessment, clearly demonstrate no injury or acute medical condition requiring emergency medical services.

(2) Watertown Fire Department personnel or mutual aid personnel shall conduct a brief assessment, consistent with standards established by the Wisconsin Department of Health Services, the Federal Centers for Medicare and Medicaid Services (CMS), and applicable federal, state, and local regulations, to determine whether the situation constitutes a lift assist or an emergency medical incident.

(3) If Watertown Fire Department personnel or mutual aid agency personnel determine during their assessment that medical evaluation, treatment, or transport

- is necessary, the incident shall be classified as an EMS response, and appropriate medical procedures and protocols shall be initiated.
- (4) The City of Watertown may impose a fee for lift assist services provided by the Watertown Fire Department. The Common Council of the City of Watertown shall establish, review, and adjust fees annually.
 - (5) If an individual receiving lift assist services resides in a defined care facility, as outlined in this ordinance, the care facility will be responsible for the fee charged for the lift assist service.
 - (6) If an individual receiving lift assist services does not reside in a defined care facility, no fee shall be assessed until the third lift assist within a rolling 12-month period.

SECTION 2. §410-13(F)(2) Sale and discharge of fireworks of the Watertown Code of Ordinances is hereby amended to read as follows:

§ 410-13 Other dangerous practices.

F. Sale and discharge of fireworks.

(2) Permits for use of fireworks. Permits for the possession and use of fireworks may be granted by the ~~Mayor~~ Fire Chief or designee pursuant to § 167.10(3), Wis. Stats., for specified occasions at a fee as set by the Common Council and provided under separate fee schedule for each permit. ~~The Mayor may require an indemnity bond of not more than \$50,000 from each person to whom a permit is issued.~~ Each applicant for a fireworks permit under this Section shall provide to the City, prior to issuance of the fireworks permit, a certificate of insurance written by a company licensed in the State of Wisconsin, approved by the City Attorney and covering any and all liability or obligations which may result from the operations by the applicant's employees, agents, contractors or subcontractors, and including workers' compensation coverage in accordance with Ch. 102, Wis. Stats. The certificate must provide that the company will furnish the City with a ten-day prior written notice of cancellation, nonrenewal or material change. The insurance must be written in comprehensive form and must protect the applicant and City against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission of the applicant, its employees, agents, contractors and subcontractors. The policy of insurance must provide minimum combined single limits for bodily injury and property damage of at least \$1,000,000 per person/aggregate.

SECTION 3. All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed.

SECTION 4. This ordinance shall take effect and be in force the day after its passage and publication.

DATE:	March 17, 2026		April 6, 2026	
READING:	1ST		2ND	
	YES	NO	YES	NO
DAVIS				
LAMPE				
BERG				
BARTZ				
BLANKE				
SMITH				
ARNETT				
WETZEL				
MOLDENHAUER				
MAYOR STOCKS				
TOTAL				

ADOPTED April 6, 2026

CITY CLERK

APPROVED April 6, 2026

MAYOR

MEMO

To: Public Safety & Welfare Committee
From: Fire Chief Tanya Reynen
Date: February 26, 2026
Subject: Addition of §80-8 and Revisions to Section §410-13(F)(2) of the Watertown City Code

Background

The Fire Department is requesting approval of the attached ordinance to formally establish a Lift Assist section within City Code and to amend provisions related to fireworks permitting and insurance requirements for City-sponsored parades.

In 2025, the Watertown Fire Department responded to 295 lift assist calls. These calls require the dispatch of an engine company and personnel, often removing a fully staffed suppression unit from service for non-injury, non-medical incidents. While we remain committed to assisting residents in times of need, the current structure allows repeat utilization of the Fire Department as a primary care resource, particularly by licensed care facilities. Health care facilities are regulated entities with staffing and liability responsibilities of their own. The Fire Department should not function as an extension of routine facility staffing models or absorb liability that appropriately belongs to those facilities.

The proposed ordinance defines lift assists, differentiates them from EMS responses, and establishes a reasonable fee structure. It maintains a compassionate approach for residents living independently by allowing two lift assists within a rolling 12-month period before a fee is assessed, while holding defined care facilities responsible for lift assist fees. Similar ordinances have been implemented in other Wisconsin communities to protect emergency response capacity and ensure appropriate allocation of public safety resources.

The ordinance amendments also clarify that fireworks permitting authority rests with the Fire Chief or designee, consistent with state statute. With the City's recent investment in a Deputy Chief Fire Marshal position, the Fire Department has the expertise to oversee fireworks permitting, insurance verification, NFPA compliance, and state regulatory standards. Fireworks events present life safety and property risks that require technical review, site evaluation, and operational planning. Centralizing this authority within the Fire Department ensures consistency, accountability, and regulatory compliance.

MEMO

Summary of Proposed Changes

As reflected in the attached tracked ordinance document

- Creation of §80-8 establishing definitions, assessment standards, and a fee structure for lift assist services, including responsibility provisions for defined care facilities.
- Amendment to §410-13(F)(2) clarifying fireworks permit approval authority and insurance requirements.

Recommendation

The Fire Department recommends approval of the proposed ordinance as presented. The changes have been reviewed with City Legal and are supported by the Fire Department. Adoption will protect emergency response capacity, ensure equitable responsibility for non-emergent lift assist usage, and strengthen oversight of fireworks and event-related life safety compliance within the City of Watertown.

**ORDINANCE TO
AMEND SECTION 76-8(E) BUDGET SYSTEM AND REPEAL SECTION
76-10 SERVICE CHARGE FOR TAX EXEMPT RESIDENCES OF THE
CITY OF WATERTOWN GENERAL ORDINANCES**

**SPONSOR: MAYOR ROBERT STOCKS
FROM: FINANCE COMMITTEE**

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

SECTION 1. §76-8(E) Budget system is hereby amended to read as follows:

§ 76-8 Budget system.

E. The City Clerk shall publish as a Class 1 notice, under Ch. 985, Wis. Stats., a budget summary in the form prescribed by the Mayor and by § 65.90(3)(b), Wis. Stats. The notice shall also indicate where the proposed budget in detail is available for public inspection and the time and place at which a public hearing on the proposed budget is to be conducted. The Common Council shall, not less than 15 days after publication of the budget summary, hold a public hearing on the proposed budget. ~~Following the public hearing, the proposed budget may be changed without the requirement of a two-thirds vote as provided under § 65.90(5)(a), Wis. Stats.~~

SECTION 2. §76-10 Service charge for tax-exempt residences is hereby repealed.

~~**§ 76-10 Service charge for tax-exempt residences.**~~

~~A. Statement of purpose. Within the City there are many fine institutions such as colleges, churches, nursing homes, private clubs, rest homes, old age homes, and homes for the mentally and/or physically handicapped. Most of these institutions own single or multiple-family residences for the benefit of their staffs. The City provides fire and police protection, snow removal, garbage collection and other services to these residences. These services are presently provided at no cost to these residences since they are exempt from real estate taxation, and therefore the cost of these services is paid by the non tax exempt property owners in the City. By the adoption of this section it is hereby declared to be the public policy of the City that the tax exempt residences referred to herein should pay a share of the cost of providing municipal services from which they benefit.~~

~~B. Property subject to service charge. All tax exempt single family or multiple family residences and private clubs located within the City shall be subject to the service charge set forth in Subsection C. This service charge shall apply to all structures whose principal use is for residential housing, and structures for multiple usage incidental to the principal residential use and intended as housing shall be subject to the service charge. Residential housing which is partially exempt from taxation shall pay only a pro rata share of the service charge based upon the percentage of tax exemption.~~

~~C. Amount of service charge. The annual service charge to be paid shall be \$400 per residence or club, effective January 1, 1991.~~

~~D. Payment of service charge. The City Treasurer shall mail a notice of the service charge to the owners of record of the property in question prior to June 1 of every year. After receipt of notice, payment shall be made in full to the City Treasurer on or before September 1 of any year, after which interest at 8% per annum will be charged.~~

SECTION 3. All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed.

SECTION 4. This ordinance shall take effect and be in force the day after its passage and publication.

DATE:	March 17, 2026		April 6, 2026	
READING:	1ST		2ND	
	YES	NO	YES	NO
DAVIS				
LAMPE				
BERG				
BARTZ				
BLANKE				
SMITH				
ARNETT				
WETZEL				
MOLDENHAUER				
MAYOR STOCKS				
TOTAL				

ADOPTED April 6, 2026

CITY CLERK

APPROVED April 6, 2026

MAYOR

**ORDINANCE TO
AMEND SECTIONS 446-13, 446-17, 457-6(A), 457-6(B), 457-6(D), 457-6(F),
457-11(B), 457-12(D)(4), 457-17(A), 457-27(E)(1) AND 484-5(B) OF THE
CITY OF WATERTOWN GENERAL ORDINANCES**

**SPONSOR: ALD. TONY ARNETT
FROM: PUBLIC WORKS COMMISSION**

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

SECTION 1. §446-13 Lead acid batteries, major appliances, waste oil and tires and yard waste of the Watertown Code of Ordinances is hereby amended to read as follows:

§ 446-13 Lead acid batteries, major appliances, waste oil and tires and yard waste.

Occupants of single-family and two-to-four-unit residences, multiple-family dwellings and nonresidential facilities and properties shall manage lead acid batteries, major appliances, waste oil, waste tires and yard waste as follows:

~~A. Lead acid batteries and major appliances with compressors shall be accepted at the Street/Solid Waste Division only. will not be accepted by the City. All lead acid batteries must be taken to area retailers who sell vehicle batteries or to a salvage yard.~~

~~B. Major appliances with compressors will not be accepted by the City. Residents desiring to dispose of refrigerators, freezers, dehumidifiers, or air conditioners must have the freon removed from those appliances by a state certified contractor before the City will accept the appliance for pickup. If a resident places these items curbside for pickup, all doors on the equipment shall be removed and placed on the side of the equipment to prevent children from being injured by crawling into the equipment. Failure to remove the doors when placing those items on the curb shall be a violation of this Code and shall be punishable by a forfeiture of not less than \$25 nor more than \$100.~~

~~C.~~B. Waste oil and tires shall not be picked up by the City in its curbside collection system. Waste oil may be delivered by residents to the City's ~~Reeyeling Center~~ Street/Solid Waste Division in sealed, disposable containers, not larger than one gallon in capacity. ~~These containers will be accepted by the Reeyeling Center.~~ Residents desiring to dispose of tires shall do so through a tire dealer or private contractor. The City will not accept tires at its ~~Reeyeling Center~~ Street/Solid Waste Division.

~~D.~~C. Yard waste consisting of grass clippings, leaves, twigs and branches less than six inches in diameter and under three feet in length and other organic yard materials shall be separated from refuse. Grass clippings, leaves, twigs and branches less than six inches in diameter and under three feet in length and other organic yard materials shall not be collected by the City, except during the fall season when leaves only may be placed out for collection in the tree border in a loose, neatly piled state. The City shall make a dropoff site available to City residents during posted hours from April to December of each year, depending upon weather and temperature conditions, at the

discretion of the department head. The City will compost these materials south of the old City landfill on Boomer Street. All boxes or other containers used by City residents to transport the yard waste shall be removed by said persons immediately after depositing the contents thereof at the dropoff site. Plastic bags only may be disposed of at the dropoff site. If a citizen of Watertown is physically unable to deliver the materials referred to hereinabove at the dropoff site, due to a physical disability or due to lack of transportation, he or she may obtain a yearly permit from the City, to be issued between March 1 and April 1 of each year, at a cost as set by the Common Council and provided under separate fee schedule. The City will grant an exemption when no person in that individual household has a vehicle and/or a driver's license, or if the person presents a certification from his or her personal physician that he or she is unable to transport the material due to physical disability. Application for the exemption permit shall be obtained from the ~~Street Department~~ **Street/Solid Waste Division** and, when returned, shall be granted by the ~~Street Department~~ **Street/Solid Waste Division** after being approved by the ~~Street Superintendent~~ **Public Works Manager** or ~~his~~ **their** designee.

SECTION 2. §446-17 Title to recyclable material of the Watertown Code of Ordinances is hereby amended to read as follows:

§ 446-17 Title to recyclable material.

The title to recyclable material placed curbside for collection by the citizens of the City of Watertown or delivered to the ~~Reeyeling-Center~~ **Street/Solid Waste Division** within the City of Watertown shall transfer to the City of Watertown upon placement. Any person not authorized by the proper City officials to pick up said materials and who removes said materials from the residential recycling bins or from the ~~Reeyeling-Center~~ **Street/Solid Waste Division** shall be guilty of theft and subject to a fine of not less than \$200 nor more than \$500.

SECTION 3. §457-6(A), §457-6(B), §457-6(D) and §457-6(F) Street and sidewalk openings of the Watertown Code of Ordinances is hereby amended to read as follows:

§ 457-6 Street and sidewalk openings.

A. Permit required. No person shall make or cause to be made any excavation or opening in any street, alley, sidewalk or other public way within the City without first obtaining a permit from the ~~Street Superintendent~~ **Public Works Manager of the Street/Solid Waste Division**. All openings to be made in improved streets shall be reported to the ~~Street Superintendent~~ **Public Works Manager** before work is begun. A duplicate copy of the permit shall be deposited with the Public Works Director/City Engineer.

B. Liability insurance required.

(1) No street opening permit shall be issued hereunder until the applicant files with the ~~Street Superintendent~~ **Public Works Manager** public liability insurance written by a company licensed to do business in the State of Wisconsin, for the principal sum of not less than \$1,000,000 bodily injury per occurrence and \$500,000 property damage per occurrence, such policy to be written according to a standard form now in general use. A duplicate of such policy shall be deposited with the Public Works Director/City Engineer. Aggregate coverage for bodily injury and property damage may be in any amount in excess of the per-occurrence amounts set forth hereinabove. Such policy shall have an endorsement protecting the City as its interests may appear as the result of any accident or injury for which the City may otherwise become liable.

D. Backfilling.

(1) All trenches made in any street shall be backfilled with sand or gravel and the old excavated material carried away and disposed of. The material moved in excavating for the trenches may be used to backfill the same if it is a granular material and approval to do so is obtained from the ~~Street Superintendent~~ **Public Works Manager or their designee.**

(2) The plumber, drain layer or contractor shall exercise every possible precaution to compact all backfill in such a manner as prescribed by the ~~Street Superintendent~~ **Public Works Manager or his their** agent so the surface of the ditch or trench after backfilling will not settle in excess of three inches within six months after backfilling. The plumber, drain layer or contractor who did the backfilling shall be liable to the City for any and all costs incurred in restoring the ditch or trench surface to proper grade.

F. Relaying of pavement.

(1) The relaying of street surface following opening hereunder shall be done by the ~~Street Department~~ **Division** or by a contractor under the supervision and control of the ~~Street Superintendent~~ **Public Works Manager** and shall be paid for by the applicant at the time the permit is issued at the rates established by Common Council.

SECTION 4. §457-11(B) Snow and ice removal of the Watertown Code of Ordinances is hereby amended to read as follows:

§ 457-11 Snow and ice removal.

~~B. Street Superintendent to cause removal. If the owner, occupant or person in charge of each lot or part of lot does not remove or cover all snow or ice from the sidewalks abutting the premises owned, occupied or cared for by him, as provided in Subsection A herein, and continues to refuse to remove the snow and ice after a complaint has been issued, and the party is found to be in violation of Subsection A hereinabove, then the Street Superintendent shall cause all sidewalks which shall not have been cleaned or sprinkled with sand, salt or an ice melting compound as above prescribed to be so cleaned or sprinkled in his discretion immediately upon the default of the person whose duty it is to clean or sprinkle the same. He shall annually render to the City Treasurer an itemized report of all sums disbursed by him for such cleaning or sprinkling, the description of the premises affected thereby, and the names of the owners thereof, and the sum so disbursed shall annually be levied and collected as a special tax upon said premises unless paid.~~

B. Removal.

(1) Notice for removal. It shall be the duty of the Police Chief or designee to serve or cause to be served a notice upon the owner, lessee, occupant, or any agent, servant, representative, or employee of any such owner, lessee, or occupant of any premises on which snow or ice are permitted to accumulate in violation of the provisions of this chapter and to demand the abatement of the said snow or ice. Such notice shall be provided by the City through door hangers and a letter mailed to the property owner of record. Notification will only be made on the first violation during the annual snow season (typically November 1 to April 1).

(2) Abatement after notice. If the owner, lessee, occupant, or agent so served with a notice of a snow and/or ice removal violation does not abate such in accordance with the notice, the Police Chief or designee may proceed to abate the violation, keeping an account of the expense of the abatement, with such expense being charged to and paid by the property owner. Notice of the bill for abatement of the violation shall be mailed to the owner of the premises and shall be payable

within 10 calendar days from receipt thereof. Within 60 days after such costs and expenses are incurred and remain unpaid, the Finance Director shall enter those charges onto the tax roll as a special tax as provided by the State statutes.

SECTION 5. §457-12(D)(4) Use of streets or sidewalks for sale of merchandise of the Watertown Code of Ordinances is hereby amended to read as follows:

§ 457-12 Use of streets or sidewalks for sale of merchandise.

D. (4) The Watertown Street ~~Department~~ **Division** shall provide and remove such barricades and warning devices as are deemed necessary by the Chief of Police to allow for the safe flow of traffic northbound and southbound on the intersecting streets within the Central Business District and to allow for emergency vehicle access to the closed portion of Main Street.

SECTION 6. §457-17(A) Depositing of yard waste in streets or alleys prohibited of the Watertown Code of Ordinances is hereby amended to read as follows:

§ 457-17 Depositing of yard waste in streets or alleys prohibited.

A. The depositing or placement of any type of yard waste, including grass clippings, leaves or tree branches or any other yard waste, in the paved portion of any road or alley is hereby prohibited. The Watertown Public Works Commission shall be responsible for establishing a written policy regarding the enforcement of this section. The Watertown ~~Street Superintendent~~ **Public Works Manager** and Assistant ~~Street Superintendent~~ **Public Works Manager** shall have the authority to issue citations to persons who violate this section.

SECTION 7. §457-27(E)(1) Environmental conditions of the Watertown Code of Ordinances is hereby amended to read as follows:

E. (1) If the sites poses a possible health or safety risk, the City of Watertown Police and Fire Departments shall be notified immediately and the utility shall take the necessary steps to provide for the safety of people and property in the area. After suspended operations, the utility shall contact the offices listed in Table A depending upon the type of conditions discovered.

Table A: Notification Table (Note: Call all that apply)	
Utility Discovers Environmental Condition within City of Watertown Right-of-Way	
Category	Please Call
Archeological Sites or Historic Structure	
Historic structure	State Historic Preservation Office (608) 264-6512
Archeological site	State Historic Preservation Office (608) 264-6507
Burial	Burial Site Preservation Office (608) 264-6507 or (800) 342-7834
Utility project but no City of Watertown project	City of Watertown Street Department Engineering Division (920) 262- 4080 -4060

Table A: Notification Table (Note: Call all that apply)	
Utility Discovers Environmental Condition within City of Watertown Right-of-Way	
Category	Please Call
City of Watertown projects	City of Watertown Street Department Engineering Division (920) 262- 4080 4060
Contaminated Soils, USTs, LUSTs, etc.	City of Watertown Street Department Division (920) 262-4080
Local DNR Office ¹	DNR Regional Office (608) 275-3266 or (608) 266-2621 or (608) 743-4800 or (608) 935-3368
Utility projects but no City of Watertown project	City of Watertown Street Department (920) 262-4080
Department project	City of Watertown Street Department Division (920) 262-4080

¹ Required under Wisconsin law.

SECTION 8. §484-5(B) Tree trimming of the Watertown Code of Ordinances is hereby amended to read as follows:

§ 484-5 Tree trimming.

B. All trees and shrubs on private or public property shall be trimmed and kept trimmed so as to maintain a clear space of not less than ~~12~~ 14 feet above the roadway, except the Public Works Commission may make special provisions in exceptional cases.

SECTION 9. All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed.

SECTION 10. This ordinance shall take effect and be in force the day after its passage and publication.

DATE:	March 17, 2026		April 6, 2026	
READING:	1ST		2ND	
	YES	NO	YES	NO
DAVIS				
LAMPE				
BERG				
BARTZ				
BLANKE				
SMITH				
ARNETT				
WETZEL				
MOLDENHAUER				
MAYOR STOCKS				
TOTAL				

ADOPTED April 6, 2026

CITY CLERK

APPROVED April 6, 2026

MAYOR

MEMO

Parks, Recreation, and Forestry Department

To: Parks, Recreation, and Forestry Commission

From: Andrea Draeger – Senior Center, Enrichment, and Office Manager

Date: 3/16/2026

Subject: Bentzin Family Town Square Commission Ordinance

Background

In July 2025, this committee reviewed the structure and role of the Bentzin Family Town Square Commission and approved moving forward with dissolving the commission.

The commission was originally created to assist with the development and activation of Bentzin Family Town Square. Since that time, the operational needs and administrative oversight of the space have evolved, and staff have assumed the primary responsibilities for coordinating programming, facility use, and event management within the Town Square.

The purpose of this agenda item is for this committee to review the formal ordinance language repealing the Bentzin Family Town Square Commission ordinance. Following review and any potential action, the ordinance repeal would be forwarded to the Common Council for consideration and final approval.

Budget Goal

1. Encourage community growth by assessing opportunities, involving all stakeholders, environmental needs, modern code and policy priorities.



MEMO

Financial Impact

There is no anticipated financial impact associated with the repeal of the Bentzin Family Town Square Commission ordinance. Administrative oversight and coordination of Bentzin Family Town Square activities are currently managed through existing staff responsibilities. However, pending any implications for the Property Management Agreement with the Redevelopment Authority.

Recommendation

The Parks, Recreation, and Forestry Department recommends the committee reviews the proposed ordinance repealing the Bentzin Family Town Square Commission ordinance and, if appropriate, recommend approval of the repeal to Common Council.

Motion: Move to recommend approval of the ordinance repealing the Bentzin Family Town Square Commission and forward the ordinance to Common Council for consideration.

**ORDINANCE TO
REPEAL ARTICLE XIII TOWN SQUARE PROGRAMMING
COMMISSION OF CHAPTER 24 OF THE CITY OF WATERTOWN
GENERAL ORDINANCES**

**SPONSOR: ALD. JONATHAN LAMPE
FROM: PARK, RECREATION & FORESTRY COMMISSION**

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

SECTION 1. Article XIII Town Square Programming Commission of Chapter 24 is hereby repealed.

~~§24-25 Membership.~~

~~The Town Square Programing Commission shall consist of seven voting members and shall be staffed by the Director of Parks and Recreation and the Programming Events Coordinator who shall be non-voting members of the Commission. All members shall be appointed by the Mayor, with the approval of the Common Council. One member shall be designated by the Watertown Chamber of Commeree, one member shall be designated by the Watertown Redevelopment Authority, one member shall be designated by the Watertown Tourism Commission, one member shall be designated by the Watertown Main Street Program, the remaining three members shall be selected by the Mayor with approval of the Common Council provided that one member on the Commission shall be an Alderperson, one member shall be a member of the Parks and Recreation Commission, and one member shall reside within the boundaries of the Watertown Unified School District.~~

~~§ 24-26 Terms of office.~~

~~The terms of office for each member of the Commission shall be three years, except that the Aldermanic member of the Commission shall be appointed annually by the Mayor. All terms shall commence effective May 1 of the year of appointment. Except that the initial members of the Commission shall serve reduced terms as follows:~~

- ~~A. The designees from the Watertown Chamber of Commeree and Watertown Redevelopment Authority shall serve an initial term of May 1, 2023 to May 1, 2024;~~
- ~~B. The designee from Watertown Tourism Commission and the Mayor's appointment of a member of the Parks and Recreation Commission shall serve an initial term of May 1, 2023 to May 1, 2025; and~~
- ~~C. The designee from Watertown Main Street Program and the Mayor's appointment of a member who resides within the boundaries of the Watertown Unified School District shall serve an initial term of May 1, 2023 to May 1, 2026.~~

~~§ 24-27 Duties.~~

~~The duties of the Commission shall be as follows:~~

- ~~A. Solicit community input regarding programs the community would be interested in seeing held at the Bentzin Family Town Square.~~
- ~~B. Provide guidance to the Programming Events Coordinator regarding types of entertainment bookings and event programming the City is interested in seeing held at the Bentzin Family Town Square.~~
- ~~C. The Commission shall exercise broad responsibility for the maintenance and improvement of the Bentzin Family Town Square to better serve the City.~~
- ~~D. The Commission is authorized to create and appoint advisory groups to make studies and to disseminate information on all of its activities. Such groups shall serve without compensation.~~
- ~~E. The Commission shall transmit to the Common Council a report annually highlighting the activities at the Bentzin Family Town Square, and also such additional reports as the Commission deems in the public interest.~~

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:	April 6, 2026		April 21, 2026	
READING:	1ST		2ND	
	YES	NO	YES	NO
DAVIS				
LAMPE				
BERG				
BARTZ				
BLANKE				
SMITH				
ARNETT				
WETZEL				
MOLDENHAUER				
MAYOR STOCKS				
TOTAL				

ADOPTED April 21, 2026

CITY CLERK

APPROVED April 21, 2026

MAYOR

**Grant Agreement between Dodge County and City of Watertown
(Dodge County Community Development Grant Program)**

THIS AGREEMENT is made this ____ day of _____, 2026, by and between Dodge County (“County”), a quasi-municipal corporation organized pursuant to Chapter 59 of the Wisconsin Statutes with a principal place of business located at 127 E. Oak Street, Juneau, WI 53039, and the City of Watertown, a municipal corporation, organized pursuant to Chapter 62 of the Wisconsin Statutes, with a principal place of business located 106 Jones Street, Watertown, WI 53094 (“City” or “Grantee”), collectively, the “Parties”.

RECITALS

WHEREAS, on August 20, 2024, the Dodge County Board of Supervisors established the Dodge County Community Development Fund and the Dodge County Community Development Grant Program (“Program”) by adoption of Resolution No. 24-25 *Resolution Authorizing the Dodge County Community Development Grant Program*; and,

WHEREAS, the stated public purpose of the Program is to provide financial resources to Dodge County communities to foster investment partnerships, to reinvest County sales tax dollars in Dodge County communities to stimulate growth and economic vitality; and,

WHEREAS, Resolution No. 24-25 designated the Dodge County Executive Committee as the oversight committee for the Program, approved program guidelines and created an advisory committee for purposes of evaluating applications and making recommendations to the Executive Committee for grant awards; and,

WHEREAS, in 2025, the County solicited applications from Dodge County communities for the use of grant funds; and,

WHEREAS, on March 10, 2025, the City of Watertown authorized the submittal of an application requesting funding to support the completion of the Wilbur Street Extension between N. Votech Drive and Elba Street in the City of Watertown (hereafter “Project”), in an amount not to exceed \$100,000, as described in the attached Community Development Fund Grant Application attached hereto as Exhibit “A”; and,

WHEREAS, at its meeting on May 5, 2025, the Dodge County Executive Committee, on the recommendation of the Community Development Fund Advisory Committee, approved a grant award to the City of Watertown for the completion of the Wilbur Street Extension, awarding up to \$100,000 to the City for the purposes stated in the Exhibit “A” and as more specifically described herein; and,

WHEREAS, the Dodge County Executive Committee met on December 1, 2025, to consider the City’s request to reduce the number of housing units to be constructed, due to one of the developers listed in the City’s original grant application withdrawing its plan for development; and,

WHEREAS, at its meeting on December 1, 2025, the Dodge County Executive Committee approved the City’s request to reduce the number of housing units to be constructed; and,

WHEREAS, in reliance on the representations, certifications and warranties made by the City herein and in the City’s application, Exhibit “A”, attached hereto, the County is willing to provide a restricted grant in the amount of \$100,000 to the Grantee on the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereto agree as follows:

ARTICLE 1. NATURE OF THE RELATIONSHIP; DESCRIPTION OF PROJECT

- A. The Recitals set forth above are confirmed by the Parties, constitute material facts and are incorporated herein as if fully set forth in the body of this Agreement.
- B. In 2024, the Dodge County Board of Supervisors established the Dodge County Community Development Program and the Dodge County Community Development Fund by the adoption of Resolution No. 24-25.
- C. In 2025, the City applied for and was awarded a grant from the County for the Project described herein.
- D. By entering into this Grant Agreement, the City acknowledges receipt of the Dodge County Community Development Program Guidelines, which Guidelines are incorporated herein by reference, confirms that it has reviewed the provisions therein and agrees to comply in all respects with the provisions, terms and conditions set forth therein and further agrees to comply with all the terms, conditions and provisions of this Agreement and any additional conditions required by the Executive Committee at the meeting on May 5, 2025.
- E. Nothing in this Agreement shall be construed as establishing any other relationship between the Parties except that of an independent contractor relationship. Nothing herein shall be construed as creating an employer-employee relationship between the Parties to this Agreement. Further, nothing in this Agreement shall be construed so as to cause the Grantee’s employees, agents or contractors to be considered employees of Dodge County or any dual employment in the fulfillment of the Project described herein.
- F. Project. The City’s grant application proposes to assist with a planned residential development led by Habitat for Humanity of Waukesha and Jefferson Counties, for the construction of six (6) duplex buildings (12 housing units) along N. Votech Drive to be known as “College Park”, by completing the Wilbur Street extension. The total cost to complete the extension is estimated at \$320,644.11, with the City committing to fund the difference between the County’s grant of \$100,000 and the total cost of the extension. Habitat for Humanity of Waukesha and Jefferson Counties has two (2) parcels under contract from Madison Area Technical College which will be the location of the six (6) duplexes. For purposes of this Agreement, the Project is the installation of the infrastructure referred to in this Section F.
- G. Public Purpose. The Parties acknowledge that the Project consists of the installation of public infrastructure to support adding six (6) duplex buildings (12 housing units) constructed by

Habitat for Humanity of Waukesha and Jefferson Counties within the City of Watertown. Both the City and County have identified goals of increasing reasonably priced housing within the City and County for which this Project accomplishes. The City further identified goals of improving infrastructure in a growing residential area and ensuring accessibility for future residents and emergency services, both of which may be achieved by the completion of this Project.

ARTICLE 2. REPRESENTATIONS AND REQUIREMENTS OF THE GRANTEE

Grantee represents and warrants, and the County relies on said representations in making the herein described grant, as follows:

- A. **Organization; Authority; Power.** The Grantee is a municipal corporation, organized pursuant to Chapter 62 of the Wisconsin Statutes, with a principal place of business located at 106 Jones Street, Watertown, WI 53094. The Finance Committee of the City Council authorized the submittal of the City’s application for Community Development Grant Funding for the City’s identified Project, to receive the requested grant funding in an amount not to exceed \$100,000 as identified in Exhibit “A”, to undertake and implement the use of the Grant funds described herein and to conduct all transactions contemplated by the foregoing including without limitation, compliance with the applicable federal and state laws and regulations, compliance with applicable state and local laws and regulations associated with the Project, recordkeeping and reporting required by the County. Grantee has duly and validly authorized the execution and delivery of the submittal referred to as Exhibit “A” and this Agreement, and by executing this Agreement, represents that it has all the necessary power and authority to do so and to bind the Grantee to its terms and conditions.
- B. **No Litigation.** No action, suit, proceedings, inquiry or investigation, at law or in equity, before any court, public body or board, other than those disclosed to the County in writing, is pending or, to the knowledge of the City’s authorized representatives, threatened (1) seeking to restrain or enjoin the execution and delivery of this Agreement, or the undertaking of the Project (defined herein) or (2) contesting or affecting the validity of this Agreement or (3) contesting or affecting the validity of the corporate existence of the City or any of its authorized representatives executing this Agreement.
- C. **No Conflicts.** The authorization, execution and delivery of this Agreement, and performance by the City of the Project referred to herein and any the obligations of this Agreement, will not constitute a breach of, or a default under, any law, ordinance, resolution agreement, indenture or other instrument to which the City is a party or by which it or any of its properties is bound.
- D. **Information Submitted.** All information, reports, and other documents and data submitted by the City or on behalf of the City to the County in pursuit of County Community Development Grant for the Project including any documents, reimbursement requests, and certifications to be furnished are, or will be as of the date of furnishing same, true, correct, complete and accurate in all material respects. This statement applies to any and all documents submitted to the County Board of Supervisors and/or its Committees and/or County Staff upon which the

County relied in making its decision to grant its County Community Development Grant funds to the City.

- E. Ratification. By executing this Agreement, the City affirms and ratifies all statements, representations and warranties contained in all written documents that it has submitted to the County in pursuit of the County’s Community Development Grant funds and in connection with this Agreement and Exhibit “A”.
- F. Developer’s Agreements. The City represents and warrants that the Developer’s Agreements contain sufficient financial guarantees/sureties to complete the housing development in the event that the developer’s default and will take all necessary steps to do so. No Grant funds set forth herein will be released by the County to the City until the City provides a fully executed Developer’s Agreements to the County with terms consistent with this Section F.
 - a. Habitat for Humanity of Waukesha and Jefferson Counties. The City represents and warrants that, as of the effective date of this Agreement, it has a fully executed Developer’s Agreement with Habitat for Humanity of Waukesha and Jefferson Counties for the construction of six (6) duplex buildings (12 housing units) on land owned by the Habitat for Humanity of Waukesha and Jefferson Counties located in the City of Watertown. The Developer’s Agreement guarantees that six (6) duplex buildings (12 housing units) will be completed by December 31, 2028 and will reasonably priced for sale or rent by December 31, 2028..
- G. No TID Financing Involved. The City represents and warrants that the land described in the Developer’s Agreement on which houses are to be built does not have access to a Tax Increment District (TID) financing and cannot be located in an existing TID.
- H. City’s Contribution to the Project. The City represents that the extension of Wilbur Street has a funding gap of approximately \$100,000, which is roughly the amount of the difference between the City’s contribution of approximately \$220,644.11 and the total estimated infrastructure cost of \$320,644.11. The City agrees to fund the infrastructure costs, administer the public improvements associated with this housing development and guarantee housing development outcome of a total of six (6) duplexes (12 housing units) being listed for sale or for rent.
- I. The City agrees to timely complete the Project (infrastructure installation) and seek reimbursement for same in an amount not to exceed \$100,000 no later than December 31, 2028 and enforce the terms of the Developers’ Agreements to ensure that the housing development is completed as measured by the construction of a total of six (6) duplex buildings (12 housing units) being listed for sale or for rent no later than December 31, 2028.
- J. Permits; Compliance with Laws. The City agrees to comply in all respects with all federal, state and local laws and regulations for the placement and installation of the structures set forth in the Project Scope and obtain all federal, state and local permits for same.

- K. Reporting. The City agrees to comply with all reporting requirements set forth in this Agreement, the Program Guidelines and any request to appear at the Dodge County Executive Committee to give a status report on the housing development. The City acknowledges that, from time to time, County representative(s) may visit the site of the Project.
- L. Return of Funds. The County reserves the right to recall any and all funding provided to the City under this Agreement upon the City's failure to meet the deadlines and fulfill its obligations in this Article 2, including but not limited to completing the installation of infrastructure and ensuring the Developers' performance of the construction of a total of six (6) duplex buildings (12 housing units). The City's failure to meet the deadlines may result in termination of this Agreement with prior written notice to the City, no disbursement of County Community Development Grant funds to the City and recall of all funds disbursed by the County to the City as of the date of termination. In the event that the County determines it is necessary to recall disbursed Grant funds, the County, in its sole discretion, may pro-rate the amount to be recalled based on the status of the Project and/or number of duplexes constructed and listed for sale or for rent.
- M. Compliance with Laws and Regulations. City agrees that the Project shall be constructed or undertaken in full compliance with all applicable federal, state and local laws and regulations, including but not limited to bidding, procurement, equal employment and anti-discrimination laws and regulations.
- N. Subcontractors. To the extent that the City subcontracts work contained within the Project or contracts with suppliers for materials required to complete the Project, the City agrees to bind every contractor, subcontractor and supplier to the requirements of this Agreement, including the foregoing provision, and the Indemnity and Insurance provision of this Agreement.

ARTICLE 3. GRANT; PROJECT SCOPE; REIMBURSEMENT

- A. Grant. The County agrees to make and the City agrees to accept, on the terms and conditions stated herein, a Grant in an amount not to exceed \$100,000 as described in application (Exhibit "A") for the purpose described therein. Grantee agrees to provide all labor, equipment, services and materials to accomplish the Project Scope described below.
- B. Project Scope. The Grant is being made solely to finance the Project described in Article 1.F., which includes all project specific materials, labor, equipment and services for the installation of infrastructure to support the housing development extension of Wilbur Street in the City of Watertown.
- C. Use of Funds. The City agrees to use the Grant funds solely for the purposes described in these Sections A and B. Use of the Grant funds for any other purpose including but not limited to City operations, payroll, administrative expenses, professional expenses not associated with the Project Scope, as a pass through to a private entity or developer or payment of debt, shall constitute a breach of this Agreement and may result in the County's termination of this Agreement and recall of all funds disbursed to the City per Article 7, Section F.

- D. Grant Expenditure Schedule. The Grantee will not seek reimbursement for any Project costs other than those incurred on or after January 1, 2025. This Grant is a reimbursement grant only. All Grant proceeds referred to herein that have not been distributed by the County in response to a valid reimbursement request by the City thirty (30) days after the City's final payment of infrastructure installation (Project) costs are withdrawn by the County.

- E. Grant Reimbursement Requests. Requests for reimbursement may be submitted no more often than semi-annually (January 1 and July 1) provided that the reimbursement request is for work completed on the Project. Final reimbursement request shall be submitted no later than the semi-annual request date or thirty (30) days after the City's final payment for the Project, whichever comes first.
 - 1. Submit reimbursement requests with all supporting documentation to Dodge County to:

Nate Olson, Community Development Administrator
Land Resources and Parks Department
127 E. Oak Street
Juneau, WI 53039

 - 2. Each reimbursement request shall contain a certification that the work identified in the request was completed consistent with the Project Scope and that the equipment, materials or facility is installed, operational and satisfies the requirements in this Agreement and is an allowable use of funds per Article 3.C.

 - 3. Reimbursable expenses shall be limited to work performed to complete the Project Scope described herein, and in no case shall exceed the amount of the Grant. Administrative and professional expenses are not reimbursable.

 - 4. No reimbursement from County Grant funds shall be requested until both the City and Developers have made their respective contributions to the infrastructure installation (Project).

- F. No costs incurred prior to January 1, 2025 shall be eligible for reimbursement.

- G. Non-appropriation clause. Notwithstanding any of the other termination clauses herein, County reserves the right to terminate this Agreement by providing written notice to City upon the County's determination that the Community Development Grant funds cease to exist or the program is terminated.

ARTICLE 4. COUNTY RESPONSIBILITIES.

For its part, the County:

- A. Agrees to, upon receipt of a certified reimbursement request, timely distribute the funds to City.

- B. Agrees to provide notices and take other actions contemplated by this Agreement to implement the action approved by the Dodge County Board of Supervisors in Resolution No. 24-25 approving the Dodge County Community Development Grant Program and/or the Dodge County Executive Committee.
- C. Comply with its reporting requirements associated with the County's Community Development Grant Program.

ARTICLE 5. TERM; TERMINATION; CANCELLATION

- A. Term. This Agreement shall remain in effect until one or more of the following events has occurred:
 - 1. The Grantee and County replace this Agreement with another written agreement;
 - 2. All of the Grantee's obligations under this Agreement have been discharged, including but not limited to the completion of the Project, other obligations contained in Article 2 or any obligation to reimburse the County for its disbursements of the Grant;
 - 3. This Agreement has been terminated pursuant to Section B. of this Article 5 below.
 - 4. This Agreement is not renewable.
- B. Termination by County. The County, in its sole and absolute discretion, may terminate this Agreement if any one of the following occurs:
 - 1. Grantee has breached any provision of this Agreement including but not limited to failure to meet the Project deadlines, failure to meet the reporting requirements, use of the funds for a purpose other than the Project or has failed to comply with any applicable state or federal law or regulation applicable to the Project and/or the Grant; or,
 - 2. If any representation, warranty or certification made by the Grantee in its submittal, subject to Article 2.D., this Agreement or other supporting documentation has been found to be inaccurate or incorrect in any material respect.
- C. Notice of Termination. The County shall promptly provide Grantee with written notice of termination of this Agreement and the Grant setting forth the reason(s) for termination and the effect date of said termination.
- D. Effect of Termination. Upon termination under Article 5.B., the Grantee shall reimburse the County for all Grant disbursements issued as a result of a City breach of this Agreement, as of the effective date of the termination on a schedule negotiated in good faith between the County and the Grantee, but in no event shall said reimbursement be more than thirty (30) days from the effective date of said termination.

ARTICLE 6. REPORTING REQUIREMENTS; RECORDKEEPING

- A. Reporting. The City shall comply with the reporting requirements set forth in the Program Guidelines, incorporated herein. In addition, the City shall provide an initial report the status of its Project by November 1, 2026 by submitting a written progress report to the Dodge County Community Development Administrator at the address set forth in Article 3. Progress reports shall be submitted at least every 6 months thereafter.

- B. Recordkeeping. The City shall do all of the following:
 - 1. Maintain written and electronic records it generates as a result of the project and services described in this Agreement including but not limited to project records and financial records. The City shall retain and make available to County, upon request, all project and financial records for six (6) years after the conclusion of this Agreement. The City shall make such records available no later than five (5) business days of the County’s request. In lieu of providing records upon request of County, the City may transfer any and all records pertaining to the Grant and the Project funded by the Grant to County for retention.
 - 2. Provide County and its auditors access to and the right at any time, with 48 hours prior written notice, during normal business hours to examine, audit, excerpt, transcribe and copy any records and files involving transactions relating to the project including any fiscal aspects of the Project.
 - 3. Provide County and its auditors access to and the right at any time, with 48 hours prior written notice, during normal business hours to examine, audit, inspect and analyze any and all items, equipment or supplies purchased or constructed in whole or in part using funds provided by the Grant that is the subject of this Agreement.
 - 4. Cooperate with County’s Finance Department and Auditor by timely providing access to or copies of project and financial records upon request and at no cost to County or, in lieu of providing documents upon request, transfer all project and financial records to the County for retention by the County.

- C. This Article shall survive the termination of this Agreement.

ARTICLE 7. INDEMNITY; INSURANCE; RECOUPMENT

- A. The City agrees to indemnify, save harmless and defend Dodge County, its officers, employees and representatives from and against any and all claims, demands, lawsuits, actions, liability, loss, damages, costs or expenses of any kind, whether personal injury or property damage, which Dodge County, its officers, employees, and representatives may sustain, incur, or be required to pay by reason of any person suffering, personal injury, death or property loss resulting from the City’s acts or omissions associated with the Project Scope by the City under this Agreement; however, the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of Dodge County.

- B. The City agrees to indemnify, save harmless and defend Dodge County, its officers, employees and representatives from and against any and all claims, demands, lawsuits, actions, liability, loss, damages, costs or expenses of any kind, which Dodge County, its officers, employees, and representatives may sustain, incur, or be required to pay by reason of any person including the City's employees or agents suffering injury, death, damages or losses resulting from the City's acts or omissions associated with or undertaken in conjunction with this Agreement.

- C. The City agrees to indemnify, save harmless and defend Dodge County, its officers, employees and representatives from and against any and all claims, demands, lawsuits, actions, liability, loss, damages, costs or expenses of any kind, which Dodge County, its officers, employees, and representatives may sustain, incur, or be required to pay by reason of the City's Project or the City's failure to comply with the provisions of this Agreement.

- D. The City agrees that, in order to protect itself and Dodge County, its officers, employees and representatives under the indemnity provisions listed above, it will at all times during the terms of this agreement keep in full force and effect comprehensive general liability insurance and auto insurance liability policies, issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Office of the Commissioner of Insurance, with liability coverage provided for therein in the amounts of at least \$1,000,000 for injury and/or damages to any one person; \$1,000,000 for property damages and/or damages arising from any one incident; automobile liability with a combined single limit of \$1,000,000; and at least \$5,000,000 umbrella liability per occurrence. Coverage afforded shall apply as primary, with Dodge County, its officers, employees and representatives as additional named insured. Dodge County shall be given (10) days advance notice of cancellation or non-renewal during the term of this Agreement. Upon execution of this Agreement, the City shall furnish Dodge County with a certificate of insurance and, upon request, certified copies of the required insurance policies. In the event of any action, suit, or other proceeding is brought against Dodge County upon any matter herein indemnified against, Dodge County shall, within five (5) working days, give notice thereof to the City and shall cooperate with the City's attorneys in the defense of the action, suite or other proceeding. (Certificate of Insurance shall be furnished to Dodge County by the City prior to commencement of services). Dodge County reserves the right to payment until satisfactory certificate of insurance is provided.

- E. The City shall maintain Worker's Compensation Insurance for all its employees to be engaged in work for the City under this contract and, in case of any such work sublet, the City shall require the Contractor or Subcontractor similarly to provide Worker's Compensation Insurance for all of the contractor's or subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the City's Worker's Compensation Insurance.

- F. Recoupment by County. The Grantee acknowledges that it is responsible for compliance with this Agreement and all state and federal laws and regulations applicable to the Project. Grantee further acknowledges that breach of this Agreement and/or any of the documents mentioned in this Section F. may result in all or a portion of the Grant funds becoming subject to recoupment or recall by the County. In the event of recoupment, the County will notify the Grantee in writing and the Grantee shall promptly and no later than thirty (30) days of receiving said notice, return to the County the Grant proceeds subject to recoupment. In addition, Grantee shall be responsible for, and hereby agrees to promptly pay or reimburse the County for all reasonable costs, including attorney's fees and penalties, incurred by the County, its

employees, officers and agents relating to or arising out of such recoupment including but not limited to costs associated with investigation, audit and/or collection efforts.

G. This Article shall survive the termination of this Agreement.

ARTICLE 8. MISCELLANEOUS

A. Notices. All notices and correspondence shall be deemed made if sent by electronic mail, U.S. mail, or in person to:

FOR DODGE COUNTY:
County Clerk
Dodge County Administration Building
127 E. Oak Street
Juneau, WI 53039
dvanegtern@co.dodge.wi.us

With a cc: to:
Corporation Counsel
Dodge County Administration Building
Fourth Floor
127 E. Oak Street
Juneau, WI 53039

FOR MUNICIPALITY:
City of Watertown
City Clerk
106 Jones Street
Watertown, WI 53094

With a cc: to
City of Watertown
City Attorney
106 Jones Street
Watertown, WI 53094

B. Business Relationship. Nothing in this Agreement is intended to nor shall it constitute a joint venture, partnership or formal business relationship of any kind other than as noted in Article 1. The rights and obligations of either party shall be only those expressly stated in this Agreement. Nothing in this Agreement is intended to nor shall it constitute a joint venture, partnership, formal business relationship or any relationship of any kind between the County and the developer referred to herein.

C. Assignment. Neither party shall assign or otherwise transfer its rights or delegate its obligations under this Agreement. Any attempted assignment, transfer, or delegation shall be void and considered an event of default.

D. Modification; Amendment. This Agreement may be modified or amended at any time by mutual agreement, memorialized in writing, signed by the Parties and attached hereto. In the

event that the Dodge County Community Development Grant Program is modified, amended, or extended, this Agreement shall be modified to incorporate such amendment or extension.

- E. Waiver. Failure or delay by either party to exercise any power or right herein shall not constitute a waiver of such power or right.
- F. Entire Agreement. This Agreement including the Exhibits contain all the agreements, representations, warranties and understandings of the Parties hereto and supersedes and replaces any and all previous understandings, commitments, or agreements, oral or written, related to the contents of this agreement set forth herein.
- G. Binding Agreement. This Agreement is, or when executed and delivered will be, the legal, valid and binding obligation of the Grantee, enforceable in accordance with its terms subject only limitations on enforceability imposed in equity or applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights.
- H. Severability. If any part, term, or provision of this agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this agreement, the validity of the remaining portions and provisions shall not be affected hereby. The failure of a party to enforce any provision in this agreement shall not be deemed a waiver of such right.
- I. Exhibits; Attachments; Counterparts; Electronic Signatures. Each exhibit or other attachment hereto or incorporated by reference are integral parts of this Agreement. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original. Counterparts may be delivered by U.S. mail, facsimile, electronic mail or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for its purposes.
- J. Further Assurances. Grantee agrees that it will, from time to time, execute, acknowledge and deliver such further instruments or documents as may reasonably be required for carrying out the intentions or facilitating the performance of this Agreement.
- K. Third-Party Beneficiaries. This Agreement is exclusively between the County and the City and does not nor is it intended to create any privity of contract with any other party not a party hereto, other than those indemnified in Article 7, nor to imply a contract in law or fact. The County is not obligated nor will it disburse Grant funds on any contract, or otherwise, between the City and any other party, nor will the County assume any direct obligation for payment for work, goods, supplies, materials or other performance under such contracts. The obligation to pay any amounts due under such contracts is solely the responsibility of the Grantee. Nothing herein, express or implied is intended to or shall confer upon any other person any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement between the County, the City and those indemnified in Article 7.
- L. Civil Rights Compliance. Recipients of Federal financial assistance from the U.S. Department of Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds including but not limited to ensuring that benefits or services are not denied based on race, color, national origin, disability, age, or sex and further that such recipients of Federal funds comply with: Title VI of the Civil Rights Act of 1964

(Title VI), as amended or interpreted; Section 504 of the Rehabilitation Act of 1973, as amended or interpreted; Title IX of the Education Amendments; Age Discrimination Act of 1975, as amended or interpreted.

M. Governmental Immunities and Notice Requirement Preserved. 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.

In Witness Whereof, the Parties hereto have caused this Grant Agreement to be duly executed as of the date listed above.

DODGE COUNTY, WISCONSIN

Signature: _____

Signature: _____

Print Name: David Frohling

Print Name: Danielle Van Egtern

Title: Dodge County Board Chairman

Title: Dodge County Clerk

Date: _____

Date: _____

CITY OF WATERTOWN, WISCONSIN

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Community Development Fund Application

Section 1: General Information

Project Name:

Wilbur Street Extension Project

Municipality/Organization:

City of Watertown
106 Jones Street
Watertown, WI 53094

Prepared by:

Mason Becker
Manager of Economic Development and Strategic Initiatives

Date Submitted:

April 11, 2025

Amount Requested:

\$100,000.00

Phone:

920-206-4266

Email:

mbecker@watertownwi.gov

Section 2: Project Summary:

The City of Watertown is requesting a \$100,000 grant from Dodge County's Community Development Fund to support the completion of the Wilbur Street extension between N. Votech Drive and Elba Street. The total estimated project cost is \$320,644.11, with the City committed to funding the remaining street portion of the project (this will come from existing Public Works Department- street project budgeted funds and possibly TID #4 2025 closeout funds, if needed). Some elements (such as stormwater management) will be a cost share with the two developers

involved. This project represents a strong collaboration between public and private stakeholders to advance community development and workforce housing initiatives.

The project is critical to supporting planned residential development, particularly affordable housing efforts led by Habitat for Humanity of Waukesha and Jefferson Counties.

Habitat for Humanity, which has secured a grant from the Quirk Foundation as well as financial support from the Greater Watertown Community Health Foundation and Compeer Financial, plans to construct six duplex buildings (12 total housing units) along N. Votech Drive to be known as “College Park”. To facilitate this development, Habitat for Humanity has two parcels under contract from Madison Area Technical College.

Additionally, a private developer, Hector Hinojosa (dba R&H Rentals, LLC), owns lots located along the eastern portion of the block and plans to construct 12 duplex buildings (24 total housing units), further enhancing the availability of workforce housing. Mr. Hinojosa has stated that completing this street will make it much easier for him to bring these new housing units forward.

While City ordinances typically require property owners to pay for street improvements, the City recognizes the importance of supporting nonprofit initiatives like Habitat for Humanity, which provides essential workforce housing in an affordable range. To make this project financially viable, and to ensure the units will be affordable to the future homeowners, the City is taking an active role in securing funding for construction of this street. The City's Finance Committee reviewed and authorized the pursuit of the Community Development Fund grant on March 10, 2025, to help offset infrastructure costs and support this collaborative development effort.

The City of Watertown’s **2019 Comprehensive Plan** (https://core-docs.s3.us-east-1.amazonaws.com/documents/asset/uploaded_file/5330/COW/5195762/2019_Adopted_Watertown_Comprehensive_Plan.pdf) shows this neighborhood area as appropriate for Two-Family Residential development. While the two parcels being purchased by Habitat for Humanity were shown as Institutional in the Plan (due to being owned by Madison College), a Plan Amendment is in process to change this to Two-Family Residential to match the rest of the neighborhood and has already passed its first reading unanimously with no opposition. Two-Family Residential zoning is already in place for this entire project area. Further, completing the extension of Wilbur Street will ensure that this residential block matches the development pattern in the surrounding neighborhood area.

This excerpt from the City’s 2019 Comprehensive Plan confirms these plans align with the goals identified in the Plan:

“Two-Family Residential: This future land use category is intended for single-family and **two-family (e.g. duplexes, townhomes, two-flats) residential development** served by City of Watertown sanitary sewer and water systems. Two-Family Residential land use areas are depicted primarily in locations where this type of development existed at this time this Plan was prepared, including the following areas: (1) surrounding the City’s historic downtown; (2) **on the City’s west side between the rail lines;** and (3) on the east side of the City west of STH 16. The City’s Two-Family Residential (TR-6) zoning district is the most appropriate district to implement this future land use category.

Policies and Programs:

1. Encourage the construction of narrower streets in new neighborhoods, where practical, and require sidewalks along all streets.
- 2. Plan for interconnected road and open space networks in residential areas and between individual subdivisions.**
3. Ensure that schools must have sufficient capacity to accommodate new students who will live in the School District.
4. Require grading and stormwater management plans for all new development.”

The City of Watertown also began to focus on the issue of available workforce housing in 2022, with the creation of the **“City of Watertown Workforce Housing Action Plan 2022-2024”** (see attachment). This report was created in conjunction with the Greater Watertown Community Health Foundation, Movin’ Out, and Cedar Corporation. This report identified multiple causes of the current housing shortage, including incomes not keeping up with housing prices, decreased housing production since 2028, construction material rising costs, and other related factors (page 5-6).

One of the strategies identified in the report, 5.2.7 mentions: **“Seek out and utilize available grants to facilitate affordable workforce housing projects** (Planning Staff). Incorporate a grant writing strategy to all residential development projects so that city and private sector investments are leveraged to the maximum extent. **This includes seeking grants to reduce infrastructure,** park and recreation, trail construction, and even land acquisition and building costs. Use any available grants as a negotiating item during the creation of developer’s agreements.” (page 65)

Further, **Dodge County’s 2015 Comprehensive Plan** (<https://dodge-county-cpu-cedarcorp.hub.arcgis.com/pages/documents>) confirms that these plans also align with the goals of the county to promote workforce housing development:

“Dodge County has and will continue to **provide a variety of housing types** that support all income levels. The County has also recognized that the aging of the population will require a variety of housing types to allow current residents to remain in the community. Housing in the County will continue to include single family homes, **duplexes**, multi-family units, and mobile homes; which should accommodate all residents. Refer to the Future Land Use Map and associated text for further information on the County’s plans for accommodating housing for all income levels.” (Page 2-7)

The proposed development also fits with section 2.6: “Promoting Availability of Land for Development/Redevelopment of Low-Income and Moderate-Income Housing”

“**Promoting the availability of underdeveloped or underused land is one way to meet the needs of low and moderate income individuals.** The County needs to ensure there is an adequate supply of land that is planned or zoned for housing at higher density or for multi-family housing should demand warrant the need for such housing in the future. The County does currently have an adequate supply of available land for low to moderate income housing within the city and village boundaries. The County should use this plan in coordination with developed goals, objectives, and policies to promote the availability of such housing if a need is present.” (Page 2-7)

The proposed development also meets the policies outlined in section 2.10, including #2: “**Residential in-fill development shall be given priority over the development of areas currently not occupied by residential structures,**” and #3 “**Residential development should be pursued on lands adjacent to existing developed areas.**” (Page 2-9)

Project Scope & Goals:

- **Scope:** Construction of roadway surface, including curb and gutter, for the platted Wilbur Street extension between N. Votek Drive and Elba Street. This roadway will be constructed over existing water and wastewater public utility lines. Stormwater improvements will also be a required element of this project, per City of Watertown ordinances.
- **Goals:**
 - Support affordable workforce housing development.
 - Enhance collaboration between public and private stakeholders.
 - Improve infrastructure in a growing residential area.
 - Ensure accessibility for future residents and emergency services.

Section 3: Project Budget and Financial Analysis:

Project Budget:

- **Total Project Cost:** \$320,644.11
- **Grant Request:** \$100,000
- **City Contribution:** \$100,000
 - This will be covered by funds available in the City’s 2025 streets program budget, and leftover funds from the closure of TID #4, if needed.
 - The remaining expenses (such as stormwater management improvements) will be covered by a cost-share with the private developers
- **Expense Breakdown (provided by City of Watertown’s Public Works Department):**
 - Roadway construction: \$174,008.95
 - Stormwater improvements: \$112,280.43
 - Contingency (12%): 34,354.73
 - **Total:** \$320,644.11

Proforma Analysis:

A construction proforma for Habitat’s College Park project is attached (“Habitat College Park Construction Proforma”). A proforma from Hector Hinojosa is not available at this date.

This project will bring the two parcels owned by Madison College back on the property tax rolls and bring the currently undeveloped land owned by R&H Rentals LLC to an improved higher use, also adding to the tax base for the affected taxing jurisdictions.

The projected construction budget for Habitat’s College Park project is approximately \$4.5 million, per Melissa Songco of Habitat for Humanity - Jefferson and Waukesha Counties.

The estimate provided by Hector Hinojosa of R&H Rentals, LLC for his project is approximately \$8-10 million.

A Tax Summary Analysis on the direct, indirect, and induced economic value of the proposed total of 18 duplex builds, based on \$13.5 million of construction costs, is attached (“MadREP Tax Summary 041025”).

Local Funding:

The City of Watertown will fund up to \$100,000 for this project through unspent funds in the City's 2025 Streets Program budget. If necessary, funds from the 2025 closure of Tax Increment District (TID) #4 may also be utilized. The developers will share in the cost of the stormwater improvements, with the City's portion of the stormwater management facility coming out of the City's Stormwater Utility fund.

Section 4: Issue:

The need for more workforce housing is well-identified in the City of Watertown, as well as in the surrounding area, including both Jefferson County and Dodge County. Construction of new housing over the past few years has not kept pace with demand.

The results of one housing study shared by the Greater Watertown Community Health Foundation show that the City is currently short of its need by 2,800+ housing units (a combination of owner-occupied and rentals). While the City currently has over 800 units in its projected pipeline, this still falls far short of meeting this identified need. Further, many local employers express concern for the lack of housing for their employees, which can hinder economic growth and job creation efforts in the area.

While the City is moving forward with new subdivisions and projects like Rock River Ridge on the former Bethesda property, infill development opportunities such as this one are key to ensuring that residents at all demographic and income levels have housing options available.

Section 5: Project Objective and Measurable Outcomes:

Objectives:

The Wilbur Street extension is a crucial component of a larger, cooperative effort to expand workforce housing and improve municipal infrastructure in Watertown. By partnering with Habitat for Humanity, a nonprofit dedicated to creating affordable homeownership opportunities, and a private developer investing in additional housing, the City is fostering a collaborative approach to community development.

This project will ensure the long-term viability of new housing in the area by improving road infrastructure, which is essential for accessibility and emergency services. By taking on a portion of the street costs, the City is making it more feasible for Habitat for Humanity as well as the

private developer to proceed with much-needed housing development. The investment will help address the pressing need for workforce housing and contribute to the economic and social vitality of both the City of Watertown and Dodge County.

The project includes sidewalk on one side of the street, and will possibly include a bike path, if timing and implementation with the City's Bike & Pedestrian Plan allows. This plan is currently under development.

Measurable Outcomes:

Measurable outcomes will include the successful construction of the **six duplex builds** planned by Habitat for Humanity, along with the future **12 duplexes** planned by Hector Hinojosa. This will add a combined total of **36 new quality housing units** to our City. Further, the increase to the property tax base will be beneficial to all of the various taxing jurisdictions.

It is worth noting that no other financial assistance is being sought for this project, and the City is not being asked to provide any Tax Increment Financing (TIF) incentives or to create a new Tax Increment District (TID) to support these developments.

Section 7: Community Actions and Project Partners:

In 2022, the City participated in a Workforce Housing Study conducted by the Greater Watertown Community Health Foundation and Movin' Out, along with Cedar Corporation (see attachment), that detailed the City's need for more workforce housing. The City has carried out several of the recommendations in that report, including identifying sites for potential housing development, creating a Housing Rehab Grant Program administered by the Watertown Redevelopment Authority (RDA), and using TIF incentives to support housing development. The City is also pursuing a Zoning Code Rewrite with Vandewalle & Associates, which will help modernize the zoning code, including residential zoning districts (this rewrite is starting in April 2025 and will be completed in 2026).

Since 2022, the City of Watertown has also approved several new housing developments, including Rock River Ridge, Edge Field, and the Enclave, which includes an overall mix of different housing types: single-family, small lot single-family, duplexes, twinhomes, and apartments. Additionally, three currently vacant downtown riverfront properties are being evaluated by private developers for new multifamily infill housing projects, notably the Oxbow, a new apartment and townhome project which will be located on the former Johnsonville factory

site. Across the community, the City continues to work with private developers on several other sites for potential housing projects.

The City created TID #8 in 2021 to support downtown redevelopment, including multifamily residential, and created TID #9 in 2024 to support Lumin Terrace, a multifamily housing project which is part of the Rock River Ridge development.

The Wilbur Street project aligns with the goals and actions taken by the City to address the identified housing shortfall, across a range of both rental and owner-occupied project types.

Project Partners:

- City of Watertown
- Habitat for Humanity of Waukesha and Jefferson Counties
- Hector Hinojosa (R&H Rentals, LLC)
- Quirk Foundation
- Greater Watertown Community Health Foundation
- Compeer Financial
- Madison College

Section 8: Project Feasibility and Implementation:

Project Timeline:

Please see the attached document “**Wilbur Street 2026 Proposed Project Schedule**” outlining the City’s proposed timeline for implementation of the Wilbur Street Project, including survey, engineering & design, construction, etc.

The proposed timeline has the initial survey and design work commencing in May 2025 (pending grant award approval), additional bidding and other associated tasks occurring in later 2025 and early 2026, and construction work commencing in June 2026. The City’s Public Works Department feels this is a realistic timeline for implementation and completion of this infrastructure project.

Resources:

As described, the City will fund its portion of this project with remaining funds from the City’s 2025 Streets Budget and will use 2025 TID #4 closeout funds if necessary, pending awarding of this grant.

Personnel:

The City of Watertown’s Public Works Department will be responsible for ensuring the proper installation of the roadway. A private contractor may be utilized for the construction of the street, if the City’s Street Division does not have capacity for the project.

The following City of Watertown team members will play key roles in this phase of the project:

Andrew Beyer
Director of Public Works/City Engineer
abeyer@watertownwi.gov

Nathan Williams
Civil Staff Engineer
nwilliams@watertownwi.gov

Ritchie Piltz
Engineering Projects Manager
rpiltz@watertownwi.gov

Maureen McBroom
Stormwater Project Manager
mmcbroom@watertownwi.gov

Section 9: Additional Information:

Attachments:

- Habitat College Park current site plan
- Wilbur Street GIS map.
- Habitat College Park Construction Proforma
- Formal request letter to construct Wilbur Street from Melissa Songco, CEO of Habitat for Humanity of Waukesha and Jefferson Counties

- Letters of support from Mayor Emily McFarland, Habitat for Humanity, Hector Hinojosa, and Madison Area Technical College.
- City of Watertown Housing Action Plan April 2022
- Wilbur Street 2026 Proposed Project Schedule
- Wilbur Street Project Cost Estimate
- MadREP Tax Summary

Conclusion:

The City of Watertown, in collaboration with Habitat for Humanity, the Quirk Foundation, Compeer Financial, the Greater Watertown Community Health Foundation, Madison Area Technical College, and Hector Hinojosa of R&H Rentals, LLC, seeks this grant to complete a critical infrastructure project that will enable significant infill housing development. This initiative represents a joint effort between public and private stakeholders to enhance the City's housing stock and support economic growth.

The City appreciates your consideration of this application and looks forward to this opportunity to enhance infrastructure and expand workforce housing opportunities for Watertown residents.

Submitted by:

Mason Becker

Manager of Economic Development and Strategic Initiatives

City of Watertown

April 11, 2025

**RESOLUTION TO
APPROVE GRANT AGREEMENT BETWEEN CITY OF WATERTOWN,
WISCONSIN AND DODGE COUNTY, WISCONSIN**

**SPONSOR: MAYOR STOCKS
FROM: FINANCE COMMITTEE**

WHEREAS, the Dodge County Executive Committee has approved a grant award to the City of Watertown (“the City”) for the completion of the Wilbur Street Extension between N. Votech Drive and Elba Street in the City, in an amount not to exceed \$100,000 to facilitate a residential development project, College Park (“the Project”), by Habitat for Humanity of Waukesha County, Inc; and,

WHEREAS, the Common Council of the City has approved a development agreement with Habitat for Humanity of Waukesha County, Inc. for the Project; and,

WHEREAS, the City desires to encourage economic development including the expansion of its tax base, creation of quality new residential units and to provide affordable housing within the City; and,

WHEREAS the attached Grant Agreement between the City and Dodge County has been considered and reviewed by all necessary City interests and deemed appropriate and in the best and vital interest of the City; and,

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

That based on the foregoing, and the objectives of the City, the proper City Officials be and are hereby authorized to sign, execute and implement the attached Grant Agreement between the City of Watertown, Wisconsin and Dodge County, Wisconsin.

That this Resolution shall be in full force and effect upon its passage and adoption.

	YES	NO
DAVIS		
LAMPE		
BERG		
BARTZ		
BLANKE		
SMITH		
ARNETT		
WETZEL		
MOLDENHAUER		
MAYOR STOCKS		
TOTAL		

ADOPTED April 6, 2026

CITY CLERK

APPROVED April 6, 2026

MAYOR

**RESOLUTION TO
AUTHORIZE THE PURCHASE OF ONE E-ONE CYCLONE PUMPER
FIRE ENGINE FROM FIRE SERVICE INC**

**SPONSOR: MAYOR STOCKS
FROM: FINANCE COMMITTEE**

WHEREAS, the Watertown Fire Department maintains a long-term apparatus replacement plan to ensure reliable emergency response vehicles are available for fire suppression, rescue, and emergency medical incidents; and,

WHEREAS, the department’s current reserve engine has been in service since 1996 and is 29 years old, while other engines in the fleet are also approaching or exceeding recommended service life, creating increased maintenance costs, parts availability issues, and operational risk; and,

WHEREAS, current fire apparatus manufacturing lead times are approaching approximately 1,080 days, making it necessary to place an order now in order to maintain the City’s apparatus replacement schedule for delivery in 2029 and avoid further pricing escalation; and,

WHEREAS, The Watertown Fire Department apparatus committee evaluated replacement options and recommends the purchase of one E-One Cyclone Pumper from Fire Service, Inc. through Sourcewell Contract 082025-RVG in an amount not to exceed **\$1,353,513**, subject to final contract review and approval as to form.

**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 all documents necessary to purchase one E-One Cyclone Pumper fire engine from Fire Service, Inc. through Sourcewell Contract 082025-RVG in an amount not to exceed **\$1,353,513**.

That this Resolution shall be in full force and effect upon its passage and adoption.

	YES	NO
DAVIS		
LAMPE		
BERG		
BARTZ		
BLANKE		
SMITH		
ARNETT		
WETZEL		
MOLDENHAUER		
MAYOR STOCKS		
TOTAL		

ADOPTED April 6, 2026

CITY CLERK

APPROVED April 6, 2026

MAYOR

MEMO

Fire Department

To: Council Members

From: Fire Chief Tanya Reynen

Date: 3/11/2026

Subject: Capital Replacement of Fire Department Engine

Background

The Watertown Fire Department requests approval to begin the replacement process for one fire engine as part of the department’s long-term apparatus replacement plan. Several engines in our fleet are approaching or exceeding their recommended service life. Our primary engine is scheduled to move to second-out status in 2027, while our current reserve engine is already 29 years old and well beyond the recommended operational lifespan.

Fire apparatus manufacturing timelines remain significantly long cross the industry. Current build times are approaching three years from order to delivery. Ordering now secures a position in the production schedule and helps ensure the department maintains a reliable apparatus fleet as older engines transition out of frontline service. Similar to the department’s recent ladder truck and ambulance purchases, the apparatus will not be delivered for several years after the order is placed. Payment is not required until delivery.

Beginning the ordering process now also protects the City from further cost escalation. Fire apparatus pricing has increased significantly in recent years due to supply chain challenges, material costs, and manufacturing demand. Securing a production slot today helps stabilize long-term capital planning and reduces the likelihood of higher replacement costs if the purchase is delayed several more years.

The fire engine serves as one of the department’s primary response units and is routinely the first apparatus deployed for emergency incidents. It functions as the primary platform for fire suppression while also carrying the equipment necessary for rescue operations, patient access, stabilization, and extrication. The engine supports a wide range of incidents including structure fires, rescue operations, and emergency medical responses.

Beyond fire suppression, the engine plays a direct role in firefighter safety by enabling rapid deployment of hose lines, ground ladders, and scene support equipment that allow crews to operate safely and maintain reliable egress during structure fires, including incidents involving multi-story buildings. Fire engines are mission-critical infrastructure for emergency response,



MEMO

and their reliability directly impacts firefighter safety and the protection of lives and property in our community.

The department maintains a responsible apparatus replacement plan in which engines typically serve approximately 10 years as a frontline apparatus and an additional 15 years as a second-out or reserve unit. Our reserve engine has reached the end of its service life as defined by NFPA 1911: Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Emergency Vehicles. According to NFPA guidance, apparatus should be evaluated for replacement when approaching 15 years of frontline service.

Currently, the department’s reserve engine has been in service since 1996 and is now 29 years old. The second-out engine is 22 years old, and the primary engine is 9 years old (12 by the time we take delivery). As these vehicles continue to age, the department has experienced increased maintenance costs and growing difficulty obtaining replacement parts. In several cases, mechanics have had to fabricate parts because they are no longer manufactured. This results in longer out-of-service times, higher maintenance costs, and increased risk of mechanical failure during emergency response.

Delaying the replacement process risks creating a gap in the apparatus replacement schedule that could leave the department relying on aging vehicles with declining reliability and rising maintenance costs.

To ensure a responsible and informed recommendation, a department apparatus committee conducted a comprehensive evaluation of replacement options. This process included:

- Visiting multiple fire apparatus manufacturing facilities to evaluate build quality, safety features, and current technological advancements.
- Visiting a certified service center to evaluate maintenance capabilities and manufacturer support following delivery.
- Consulting with fire departments currently operating similar apparatus to gather feedback regarding reliability, operational performance, and long-term maintenance experience.

Following this evaluation, the committee has recommended proceeding with Emergency One as the preferred manufacturer through a Sourcewell cooperative purchasing contract.

Budget Goal

Maintains a safe and healthy community, with an eye toward future needs and trends



MEMO

Financial Impact

The projected impact on the capital improvement budget is \$1,700,000.00, which includes the purchase of the vehicle, expanded warranty coverage to minimize future maintenance costs, and required emergency response equipment for the vehicle.

Recommendation

The Watertown Fire Department respectfully requests that the Finance Committee approve the process of ordering a replacement engine. Approval of this request is essential to maintaining a safe, effective emergency response fleet while proactively managing financial resources. The safety of our firefighters and our community depends on having reliable, mission-ready equipment.

March 02, 2025

Watertown Fire Department
621 Bernard St.
Watertown, WI 53094

Dear Watertown Fire Department:

We are pleased to present our proposal for purchasing (1) E-One Cyclone Pumper as detailed in specifications 149178. Payment for the truck is due on completion at the REV production facility. Based on the current lead time of the truck, the estimated delivery to the dealership time is 1080 days. This proposal is valid for 30 calendar days.

- E-One Cyclone Pumper spec. 149178 dated 3/2/2026
- Pre-build trip to Ocala, FL, for three department members
- Final inspection trip to E-One factory, for three department members
- Performance Bond - Optional
- Pre-delivery inspection by Fire Service Inc.
- Delivery to Watertown, WI
- Up to three days of training at your facility
- Various extended warranties & Financing options upon request
- Sourcwell Contract 082025-RVG

The price for this unit, as specified at vehicle completion, is:

\$1,353,513

The price for this unit, as specified with a **100% Prepayment Rebate** (1050 Days), would be approximately (Includes \$5,405 Performance Bond):

\$1,358,918

Pre-Payment Rebate Available. 100% Prepayment will receive \$167.48 per day for the number of days money is held at E-One.

Approximate rebate projected if pre-paid 100% is \$175,850

Thank you for your interest in Fire Service, Inc., and E-One for this purchase consideration.

Sincerely,

Nathaniel L Heise

WI Sales Manager- Fire Service Inc.

Fire Service, Inc. Locations:

9545 N. Industrial Dr.
St. John, IN 46373

1719 S. Franklin Rd.
Indianapolis, IN 46239

105 S. Industrial Drive
Lake Mills, WI 53551

1743 Quincy Avenue
Naperville, IL 60540

1805 High Grove Ln.
Naperville, IL 60540



SALES CONTRACT

This agreement is made by and between **FIRE SERVICE, INC** (Company) and (Buyer)

City of Watertown

(Legal Name of Buyer)

621 Bernard St. Watertown, WI 53094

(Address, City, State, Zip Code)

1. **ACCEPTANCE:** The “Company” agrees to sell, and the “Buyer” agrees to purchase the apparatus and equipment described in the E-One specifications as an Cyclone Pumper and made part of this contract, in accordance with the terms and conditions listed on contract pages 1-5.

2. **DELIVERY:** The apparatus shall be ready for delivery on or about 1080 days after the receipt of signed (approved by both The Company and The Buyer) pre-construction documents and drawings. The Company cannot be held liable for penalties and / or delays due to strikes, failures to obtain materials, fires, accidents, force majeure, pandemics, civil wars, riots, delays in manufacturing due to long lead times on materials, delays in manufacturing due to labor shortages, floods, explosions, hurricanes, or any other causes beyond the Company’s control. Based upon proposal dated 01/28/2026.



In order to establish a stable design, procurement, and build schedule, a Buyer change order cutoff date of eight (8) Days from the date of the execution of the contract will be enforced. Changes in major components, configuration, or other items that may change the major components or configuration, (e.g.: engine, transmission, axles, water tank, body, fire pump) will not be allowed after the contract execution date.

If inability to obtain exclusive or brand name materials causes completion or delivery problems, the Company shall advise the Buyer of said problem. The Company resolves to examine alternative sources of said material. Material substitutions shall be mutually agreed upon by the Buyer and the Company. No substitutions shall be made without the execution of a written change order by the Buyer.

3. **CHANGE ORDERS:** Changes to the contract may be requested by the Buyer after the execution of the contract according to Section 2 of this document. Any change orders will delay production time. Changes shall be reviewed for cost and schedule impact by the Company. Changes shall be sequentially numbered and are not considered approved until a change order from both parties is signed. Change Orders shall be prepared by the Company and executed by the Buyer. The price of the apparatus shall be adjusted to take into account any Change Orders. **Any and all Change Orders will extend the completion and delivery of the apparatus.**

4. **SPECIFICATIONS:** The Company agrees that all materials, workmanship, and warranties in and about this apparatus shall comply with the attached Fire Service, Inc. Proposal / E-One Quote # 149178 dated 03/02/2026.

5. **WARRANTY:** The Warranties in and about this apparatus shall comply with the hereto attached Fire Service, Inc. Proposal / E-One Quote # 149178 dated 03/02/2026

6. **PRICE:** The Buyer shall pay, as a purchase price for the apparatus, the sum of \$1,353,513. All prices are less applicable local, state, or federal taxes which may be applied to the apparatus proposed.

7. **TERMS OF PAYMENT:**



- a) Terms **of payment:** The above amount is due, in full, at the time of apparatus completion and inspection of the vehicle at the apparatus manufacturing facility.

The purchase price payment reflects US dollars and does not include any authorized change orders which, if applicable, shall be paid at the time of final inspection and signed acceptance by both the buyer and seller.

- b) Trade-In: If a trade-in is applicable to this transaction, please refer to addendum "A" in this contract.
- c) No payment of any amount shall be made payable to a sales representative without written approval from the company.
- d) "Late Payment" A late fee of .025% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .050% per day until the payment is received.
- e) It is agreed that the apparatus and equipment covered by this contract shall remain the property of the Company and not be placed in service until the entire contract price has been paid.
- f) A copy of the Buyer's tax-exempt certificate, if applicable, shall be submitted with this signed contract.
- g) A Fire Service, Inc. Title Information form attached, properly filled out, and submitted with this contract.

8. **FIRE SERVICE, INC** requires, and the Customer agrees, that the unit shall be inspected and / or delivered within seven (7) days of notice that the unit has been received at the dealership. No add-ons will



be completed at the dealership without a customer inspection and payment of vehicle before the agreed upon add-ons are to be started by Fire Service, Inc.

9. **CANCELLATION:** In the event this Agreement is cancelled or terminated by the buyer before completion there will be a cancellation fee charged to the buyer. The following charge schedule based on costs incurred will be applied (a) 10% of the Purchase Price after the order is accepted and entered by Fire Service, Inc. (b) 20% of the purchase price after signed drawings from Pre-Construction, and (c) 30% of the Purchase Price after material requisition. Once the vehicle is in production there will be no cancellation allowed.

This contract, to be binding, must be signed by an officer of **Fire Service, Inc** or a person authorized, in writing, by **Fire Service, Inc.** to do so.

10. **TAG-ON / ADDITIONAL ORDERS:** The Company, at its sole discretion, would allow the terms of this contract to be extend both in terms to the Buyer as well as to other entities for similar unit(s) for a time of 24 months after this contract is signed by both parties. To accommodate for pricing, the Company would quote the original prices plus manufacturers' price increases or Producer's Price Index (PPI) as it applies to either Fire Apparatus and/or heavy commercial truck market. After execution of this contract, which ever PPI or the Manufacturer's price increase is greater will be used. Additionally, any regulatory changes (NFPA, EPA/Engine Emissions, FMVSS, etc.) would also have to be added as they become applicable. Change orders changing these units from the original quotation would need to be authorized, signed, and accepted as normal. Any entity using the tag-on process would be required to sign a new contract commencing the relationship. If the purchasing agency is not the BUYER, a separate contract will be required to complete the additional purchases. Additionally, any new tag-on order would require a separate Performance bond if initially required by the purchaser.

This contract, including its appendices, embodies the entire understanding between the parties relating to the subject matter contained herein and merges all prior discussions and agreements between them. No agent or representative of the Company has the authority to make any representations, statements, warranties, or agreements not herein expressed and all modifications of amendments of this agreement,



including any appendices, must be in writing signed by an authorized representative of each of the parties hereto.

No surety of any performance bond given by the Company to the Buyer in connection with this Agreement shall be liable for any obligation of the Company arising under the Standard Warranty.

11. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effort to principles of conflict of laws. The buyer and Company irrevocably and unconditionally agree that any suit, action, or other legal proceeding arising out of or relating to this agreement shall be brought in a court of record of the State of Wisconsin.

IN WITNESS WHEREOF, the Buyer and the Company have caused this contract to be executed by their duly authorized representatives this day _____

COMPANY	BUYER
---------	-------

Fire Service, Inc.
9545 North Industrial Drive
Saint John, Indiana 46373
219-365-7157 Phone
219-365-8572 Fax

BY: _____
NAME: _____
TITLE: _____
DATE: _____

BY: _____
NAME: _____
TITLE: _____
DATE: _____

RESOLUTION TO AWARD 2026 SIDEWALK REPAIR PROGRAM #8-26

**SPONSOR: ALDERPERSON ARNETT
FROM: PUBLIC WORKS COMMISSION**

WHEREAS, the following sealed bids were received for the 2026 Sidewalk Repair Program Contract; and,

BID	CONTRACTOR			
	Rennhack Construction Co., Inc., Reeseville, WI	Bearsley Concrete, Racine, WI	Forward Contractors of Wisconsin, Inc., Grafton, WI	Black Earth Pavement, Delafield, WI
BASE BID A: Sidewalk Removal and Replacement	\$28,777.80	\$29,758.68	\$37,044.00	\$61,451.64
BASE BID B: Curb Ramp Removal and Replacement	\$20,622.50	\$23,527.50	\$28,610.00	\$27,349.90
Base Bid Total:	\$49,400.30	\$53,286.18	\$65,654.00	\$88,801.54

WHEREAS, Rennhack Construction Co., Inc. was the lowest responsive & responsible bidder and accepting the bid received from Rennhack Construction Co., Inc. appears to be in the best interest of the City of Watertown, and,

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Watertown that the proper City Officials be and are hereby authorized to enter into an agreement for the 2026 Sidewalk Repair Program with Rennhack Construction Co., Inc., Reeseville, Wisconsin for Base Bids A and B for the Total Amount: \$49,400.30. Said money is to be taken out of Sidewalk Reserve account #05-58-11-73, \$49,400.30.

	YES	NO
DAVIS		
LAMPE		
BERG		
BARTZ		
BLANKE		
SMITH		
ARNETT		
WETZEL		
MOLDENHAUER		
MAYOR STOCKS		
TOTAL		

ADOPTED April 6, 2026

CITY CLERK

APPROVED April 6, 2026

MAYOR

**RESOLUTION TO
APPROVE A LEASE AGREEMENT BETWEEN THE CITY OF
WATERTOWN AND TIMOTHY MIELKE FOR A PORTION OF CITY-
OWNED PROPERTY LOCATED AT 1514 OCONOMOWOC AVENUE
(KOLATA PARK)**

**SPONSOR: MAYOR STOCKS
FROM: FINANCE COMMITTEE**

WHEREAS, the City of Watertown owns property located at 1514 Oconomowoc Avenue, commonly known as Kolata Park; and,

WHEREAS, a resident adjacent to the property has requested permission to utilize a portion of the site, approximately one (1) acre, for personal gardening and vegetable cultivation purposes; and,

WHEREAS, the proposed lease area is located within an open field portion of the property and is set back from the property line as shown in Exhibit A of the Lease Agreement, attached hereto; and,

WHEREAS, the Park, Recreation, and Forestry Commission reviewed and approved the proposed Lease Agreement at its March 16, 2026 meeting; and,

WHEREAS, the Plan Commission reviewed and approved the proposed Lease Agreement at its March 23, 2026 meeting; and

WHEREAS, the lease provides that, in lieu of rent, the lessee will maintain the leased premises in compliance with City ordinances, thereby reducing the need for routine mowing and maintenance by City staff; and,

WHEREAS, the Lease Agreement includes provisions related to insurance, indemnification, permitted use, and the City’s continued right to utilize the property for municipal purposes, including snow storage; and,

WHEREAS, the proposed lease does not require the expenditure of City funds and is anticipated to result in a minor reduction in operational maintenance costs.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Watertown that the Lease Agreement between the City of Watertown and Timothy Mielke for a portion of the property located at 1514 Oconomowoc Avenue is hereby approved.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized to execute the Lease Agreement on behalf of the City.

	YES	NO
DAVIS		
LAMPE		
BERG		
BARTZ		
BLANKE		
SMITH		
ARNETT		
WETZEL		
MOLDENHAUER		
MAYOR STOCKS		
TOTAL		

ADOPTED April 6, 2026

CITY CLERK

APPROVED April 6, 2026

MAYOR

**LEASE AGREEMENT BETWEEN
THE CITY OF WATERTOWN
AND
TIMOTHY MIELKE**

This Lease Agreement (“Agreement”) is made by and between the City of Watertown, a Wisconsin municipal corporation, (“City”) and Timothy Mielke (“Mielke”).

WHEREAS, City owns property located at 1514 Oconomowoc Avenue, Watertown, WI, (the “Leased Premises”), which is currently zoned Single Family Residential and is vacant; and

WHEREAS, Mielke has expressed interest in leasing a portion of the Leased Premises for personal recreational and gardening purposes; and

NOW, THEREFORE, BE IT RESOLVED, that City and Mielke mutually agree on the following terms and conditions for use of the site.

1. Premises & Use.

- a. In consideration of the covenants contained herein and other valuable consideration, the City hereby leases to Mielke the Leased Premises as shown in Exhibit A.
- b. Mielke shall limit his use of the Leased Premises to his personal recreational and gardening purposes.
- c. Mielke shall not utilize the Leased Premises for any commercial or other business endeavor, or for any other purpose not set forth in this Agreement without the express written consent of the City.

2. Rents. In lieu of rent payments, Mielke shall mow the Leased Premises and ensure full compliance with all City ordinances, state and federal laws for the Leased Premises. This includes, but is not limited to, the following City ordinances:

- Weeds
- Exterior Property Maintenance

3. Mielke’s Obligations.

- a. Mielke shall permit City or its duly authorized agents to enter upon the Leased Premises at all times for any reason.
- b. The Leased Premises shall be maintained in a neat, clean, and attractive condition at all times.
- c. Mielke shall not permit the Leased Premises to be used for any immoral or unlawful purpose or purpose that will injury the reputation of the City. Mielke’s use of the Leased Premises shall not extend to any other public property.

4. City’s Obligations.

- a. City shall not be liable for any damage to any property of Mielke, at any time, that is stored or kept on the Leased Premises.
- b. City shall have the right to dispose of any property left on the Leased Premises, without liability, thirty (30) days after Mielke vacates or abandons the Leased Premises, in accordance with the laws of Wisconsin.

- c. **Snow Storage.** The Parties acknowledge that the Leased Premises has historically been utilized by the City for municipal snow storage as part of its winter maintenance operations. The City retains the right to deposit, store, move, and remove snow and ice onto the Leased Premises at any time as reasonably necessary without notice to Mielke for municipal operations. Mielke acknowledges that such activities may occur during the term of this Agreement and may disturb or damage soil conditions, garden areas, vegetation, or other improvements on the Leased Premises. The City shall not be responsible for any such disturbance or damage resulting from snow storage or snow removal operations.
- 5. **Term of Lease.** Mielke shall have and hold said Leased Premises for a term of one (1) year, commencing on the 1st day of April, 2026, and expiring on the 31st day of March, 2027, subject to the renewal term set out below. This Agreement will renew on a one (1) year basis upon the same terms for five (5) additional renewals. Any party wishing not to renew this lease shall give notice of such intention in writing to the other party on or at least ninety (90) days prior to the expiration of the lease term.
- 6. **Insurance.** Mielke shall provide proof of insurance with general liability coverage of \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate; umbrella liability of \$2,000,000.00 per occurrence and aggregate. A certificate naming City as an additional insured shall be provided to City annually.
- 7. **Indemnification.** Mielke shall be liable to and hereby agrees to indemnify, defend and hold harmless the City, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from Mielke's acts or omissions in the performance of this Agreement, whether caused by or contributed to by the negligence of the City, its officers, officials, agents, or its employees.
- 8. **Revocation of Lease.**
 - a. This Agreement shall be revocable if Mielke neglects or fails to perform or observe any of the covenants of this Agreement. If City learns of any such defect, City shall provide written notice to Mielke that specifies the defect. Mielke shall have thirty (30) days after City has given written notice to cure such defect.
 - b. After any revocation, Mielke shall immediately quit and surrender possession of the Leased Premises.
 - c. After any revocation, City shall have the right to re-enter and take possession of the Leased Premises forthwith. Neither City nor its agents or employees, shall be liable for any damages because of such revocation.
- 9. **No Assignment or Sublease.** The rights provided to Mielke under this Agreement may not be assigned, transferred, subleased, hypothecated, or otherwise disposed of, nor shall the control of the Leased Premises or any interest therein, or any part thereof, be granted by Mielke to any other person or entity.

- 10. **Third Party Beneficiary.** This Agreement including, but not limited to, indemnification provisions, is for the benefit of the Parties only and does not create, nor is it intended to create any benefit or liability to third parties.
- 11. **Relationship of the Parties.** It is understood that this is an Agreement by and between independent contractor(s) and is not intended to, and will not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of independent contractor.
- 12. **Notices.** All notices, statements, demands, requests, consents, approvals, authorizations, appointments or designations hereunder by either Party to the other will be in writing and will be deemed given and served upon the Party if delivered personally or via U.S. mail, addressed as follows:

To City:
City of Watertown
City Clerk
106 Jones Street
Watertown, WI 53094

With copies to:
City of Watertown
Director of Public Works/City Engineer
106 Jones Street
Watertown, WI 53094
abeyer@watertownwi.gov

City of Watertown
Director of Parks, Recreation and Forestry
514 South 1st Street
Watertown, WI 53094

To Mielke:
Timothy Mielke
435 East Water Street
Watertown, WI 53094

- 13. **Non-Waiver.** The failure of any Party to insist upon the strict performance of any of the terms, conditions or covenants in this Agreement will not be deemed a waiver of any right or remedy that any Party may have and will not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions or covenants herein contained.
- 14. **Authority.** The Parties each warrant and represent to the other that they have the full legal authority to enter into this Agreement.

- 15. **Entire Agreement.** This Agreement sets forth all the covenants, promises, agreements, conditions, and understandings between City and Mielke. There are no covenants, promises, agreements, conditions, or understandings, either oral or written, between the Parties other than as herein set forth. No alteration, amendment, change, or addition to this Agreement shall be binding upon the Parties unless in writing and signed by both Parties.
- 16. **Jurisdiction and Venue.** Any action at law or in equity brought under this Agreement for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in Jefferson County, Wisconsin, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county.
- 17. **Paragraph Headings.** Paragraph headings as used herein are for convenience only and will not be deemed to be a part of such paragraphs and will not be construed to change the meaning thereof.
- 18. **Limitation of Municipal Liability.** Nothing contained within this Agreement is intended to be a waiver or estoppel of Watertown or its insurer, to rely upon the limitations, defenses, and immunities contained within Sections 345.05 and 893.80, Wis. Stats. To the extent that indemnification is available and enforceable, City or its insurer, shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin law.
- 19. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which is deemed to be an original.
- 20. **Severability.** If any term of this Agreement is held unenforceable by a court having jurisdiction, then to the extent the unenforceable term can be severed from the remainder of this Agreement without affecting the enforceability of the remainder of this Agreement or substantially frustrating its purpose, it will be so severed, and the remainder of this Agreement will remain in effect and enforceable.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day, and year first written below.

Dated this _____ day of _____, 2026.

CITY OF WATERTOWN

BY: _____
Robert Stocks, Mayor





Dated this _____ day of _____, 2026.


Timothy Mielke

EXHIBIT A
MAP OF LEASED PREMISES

Section 11, Item D.



	Municipal Boundary		Addresses
	Parcels Boundaries		Address Labels
	Common Areas		Parcel Acreage



THE CITY OF WATERTOWN
Opportunity runs through it.

City of Watertown Geographic Information System

Scale: 1:1,110 Printed on: February 1, 2011
SCALE BAR = 1" Author: [Redacted]

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

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**RESOLUTION TO
SUPPORT URBAN NONPOINT SOURCE AND STORM WATER GRANT
FUNDING FOR STREET SWEEPER**

**SPONSOR: MAYOR STOCKS
FROM: FINANCE COMMITTEE**

WHEREAS, The City of Watertown is interested in acquiring an Urban Nonpoint Source and Storm Water Grant from the Wisconsin Department of Natural Resources (WDNR) for the purpose of implementing measures to control urban storm water runoff pollution sources, pursuant to ss. 281.65 or 281.66, Wis. Stats., and chs. NR 151, 153, and 155; and,

WHEREAS, a cost-sharing grant is available to assist in the funding to purchase a street sweeper; and,

WHEREAS, the City of Watertown utilizes street sweepers for compliance with the WDNR Municipal Separate Storm Sewer System (MS4) Permit to remove Total Suspended Solids (TSS) and Total Phosphorus from stormwater prior to discharging to the Rock River and other local waterways; and

WHEREAS, the WDNR cost share for the street sweeper may not exceed 25 percent of eligible costs, and is capped at \$150,000; and,

WHEREAS, cost estimates based on quotes from equipment vendors have estimated that eligible costs would be approximately \$391,208; and,

WHEREAS, if the City is awarded a WDNR Urban Nonpoint Source and Storm Water Grant for a street sweeper, the WDNR cost share would be 25% of the total street sweeper cost at a maximum grant award of \$97,802 and the City's cost share would be approximately \$293,406; and,

WHEREAS, the City of Watertown Street Division and Storm Water Utility will request funds from Account #16-58-16-60 Stormwater Utility Capital Outlay be appropriated for the City of Watertown's cost-share portion for the Urban Nonpoint Source and Storm Water Grant.

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

The Common Council of the City of Watertown hereby authorizes the Mayor to act on the behalf of the City of Watertown as the authorized responsible governmental official, to sign and submit an application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available, sign a grant agreement between the City of Watertown and the Wisconsin Department of Natural Resources, appropriate Stormwater Water Utility Account #16-58-16-60 Capital Outlay for the cost-share portion, sign and submit reimbursement claims along with necessary supporting documents, sign and submit interim and final reports and documents, sign and submit an Environmental Hazards Assessment Form if applicable, take necessary action to undertake, direct and complete the approved project; and that the City of Watertown shall comply with all state and federal laws, regulations and permit requirements pertaining to implementation of this project and to fulfillment of the grant document provisions.

	YES	NO
DAVIS		
LAMPE		
BERG		
BARTZ		
BLANKE		
SMITH		
ARNETT		
WETZEL		
MOLDENHAUER		
MAYOR STOCKS		
TOTAL		

ADOPTED April 6, 2026

CITY CLERK

APPROVED April 6, 2026

MAYOR

**RESOLUTION TO
SUPPORT COMMUNITY PROJECT FUNDING
FOR AIRPORT RUNWAY RECONSTRUCTION/EXTENSION PROJECT**

**SPONSOR: MAYOR STOCKS
FROM: FINANCE COMMITTEE**

WHEREAS, The City of Watertown is interested in acquiring Community Project Funding through Congressman Fitzgerald’s office for the purpose of completing required studies and design for the reconstruction and extension of Runway 5/23 at the Watertown Municipal Airport; and,

WHEREAS, the City of Watertown in partnership with the Wisconsin Department of Transportation-Bureau of Aeronautics has planned for and executed preparations for the reconstruction and extension of Runway 5/23 through land acquisition, building demolition and the relocation of a portion of Boomer Street; and,

WHEREAS, the City of Watertown’s lease with Wisconsin Aviation Inc. confirms that the City reserves the right to further develop or improve the landing areas of the airport as it sees fit; and,

WHEREAS, City and regional growth and development along with community support are increasing the need for reconstruction and extension of Runway 5/23 in the near future; and,

WHEREAS, the Wisconsin Department of Transportation-Bureau of Aeronautics estimates the cost of required studies and design at approximately \$760,000; and,

WHEREAS, if the City receives Community Project Funding through Congressman Fitzgerald’s office for required studies and design of runway reconstruction and extension, the funding award would need to be obligated within 12 months of the award and may cover the cost of the required studies and design up to \$760,000, and the City’s cost share of \$76,000 (10%) is anticipated to be split between City (5%) and WisDOT (5%); and,

WHEREAS, funds will be requested from Account #05-54-53-70 Capital Projects-Airport be appropriated for the City of Watertown’s cost-share portion for the Community Project Funding, if awarded.

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

The Common Council of the City of Watertown hereby authorizes the Mayor to act on the behalf of the City of Watertown as the authorized responsible governmental official, to sign and submit an application to Congressman Fitzgerald’s office for any financial aid that may be available, sign a grant agreement on behalf of the City of Watertown to accept Community Project Funding through Transportation, Housing and Urban Development, and related agencies, appropriate Account #05-54-53-70 Capital Projects-Airport for the cost-share portion, sign and submit reimbursement claims along with necessary supporting documents, sign and submit interim and final reports and documents, take necessary action to undertake, direct and complete the approved project; and that the City of Watertown shall comply with all state and federal laws, regulations

and permit requirements pertaining to implementation of this project and to fulfillment of the grant document provisions.

	YES	NO
DAVIS		
LAMPE		
BERG		
BARTZ		
BLANKE		
SMITH		
ARNETT		
WETZEL		
MOLDENHAUER		
MAYOR STOCKS		
TOTAL		

ADOPTED April 6, 2026

CITY CLERK

APPROVED April 6, 2026

MAYOR

**RESOLUTION FOR
CITY OF WATERTOWN - WATER SYSTEMS**

AUTHORIZING TRANSFER OF EXCESS WATER UTILITY FUNDS

**SPONSOR: ALDERPERSON ARNETT
FROM: PUBLIC WORKS COMMISSION**

WHEREAS, the City of Watertown (the “Municipality“) owns and operates a municipal water utility pursuant to Wis. Stat. §§ 66.0801 to 66.0813; and

WHEREAS, Wis. Stat. § 66.0811(2) provides that the income of a municipal public utility shall first be used to make payments to meet operation, maintenance, depreciation, interest and debt service requirements, local and school tax equivalents, additions and improvements, and other necessary disbursements or indebtedness; and

WHEREAS, Wis. Stat. § 66.0811(2) further provides that income in excess of these requirements may be paid into the general fund; and

WHEREAS, Wis. Stat. § 66.0811(3) authorizes the City to place excess funds into a special fund to be used for special municipal purposes; and

WHEREAS, as of December 31, 2025, the Water Utility has excess funds in its unrestricted net position / fund balance in the approximate amount of \$1,255,000, above what is reasonably required for operation, maintenance, depreciation, interest and debt service requirements, local and school tax equivalents, additions and improvements, and other necessary disbursements or indebtedness; and

WHEREAS, the Common Council finds it is in the public interest to transfer \$1,255,000 of such excess funds to a special fund within the City’s General Fund, called the Private Lead Service Financial Assistance Project Fund, as permitted by Wis. Stat. § 66.0811(2) and (3); and

WHEREAS, the purpose of the Private Lead Service Financial Assistance Project Fund is to provide grants, reimbursements, and program administration related to private-side lead service line replacement within the City; and

WHEREAS, the City of Watertown Public Works Commission and Finance Committee considered the proposed transfer on March 10, 2026 and March 23, 2026 respectively, and both recommended the establishment of the Private Lead Service Financial Assistance Project Fund; and

WHEREAS, Wis. Stat. §§ 65.90(5)(a) and 66.0607(7) require that budget amendments and transfers of appropriations be authorized by a two-thirds vote of the membership of the governing body;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF WATERTOWN, WISCONSIN: The Common Council hereby authorizes the transfer of \$1,255,000 from the Water Utility Fund balance to the General Fund / Private Lead Service Financial Assistance Project Fund pursuant to Wis. Stat. §§ 66.0811 (2) and (3). The 2026 budget is hereby amended to reflect this transfer as shown in **Exhibit A**, attached hereto and incorporated herein by reference. The Finance Director is directed to make all necessary accounting entries to carry out this resolution. This resolution shall take effect upon passage and publication as required by law.

	YES	NO
DAVIS		
LAMPE		
BERG		
BARTZ		
BLANKE		
SMITH		
ARNETT		
WETZEL		
MOLDENHAUER		
MAYOR STOCKS		
TOTAL		

ADOPTED April 6, 2026

CITY CLERK

APPROVED April 6, 2026

MAYOR

EXHIBIT A – Budget Amendment

<u>Account #</u>	<u>Name</u>	<u>Curr Bdgt</u>	<u>+/-</u>	<u>Modified</u>
Water Utility Fund				
03-99-30-40	Contribution to PLSFAP Fund [Move funds to City Fund]	-	1,255,000	1,255,000
Non-recurring Reserve Account				
24-48-12-44	PLSFAP [Accept Water Utility Funds]	-	(1,255,000)	(1,255,000)
24-58-11-44	PLSFAP Expense [Private-side Project Expenses]	-	1,255,000	1,255,000

**RESOLUTION FOR
CITY OF WATERTOWN - WATER SYSTEMS**

AUTHORIZING ACCEPTANCE OF EXCESS WATER UTILITY FUNDS

**SPONSOR: MAYOR STOCKS
FROM: FINANCE COMMITTEE**

WHEREAS, the City operates a municipal water utility, under Wis. Stat. §§ 66.0801 to 66.0813, and the Water Utility has accumulated unrestricted net position/fund balance in excess of what is reasonably required for operations, maintenance, depreciation, interest and debt service requirements, local and school tax equivalents, additions and improvements, and other necessary disbursements or indebtedness; and

WHEREAS, Wis. Stat. §§ 66.0811(2) and (3) authorize the City to place such excess funds into the general fund or a special fund for special municipal purposes; and

WHEREAS, the Common Council has determined that it is in the public’s interest to establish a Special Private Lead Service Financial Assistance Project Fund (“PLSFAP Fund”) to provide financial assistance to property owners for the replacement of private-side lead water service lines, and that such purpose constitutes a special municipal purpose under Wis. Stat. § 66.0811(3); and

WHEREAS, the City of Watertown Public Works Commission and Finance recommend the transfer of \$1,255,000 from the Water Utility Fund (retained earnings / fund balance) to the PLSFAP Fund to support private-side replacement projects; and

WHEREAS, Wis. Stat. §§ 65.90(5)(a) and 66.0607(7) require that all budget amendments and transfers of appropriations be approved by a two-thirds vote of the Common Council; and

WHEREAS, the City has prepared the associated budget amendment, attached as Exhibit A, and recommends that the Common Council formally accept the transferred funds and appropriate them for use in the PLSFAP Fund.

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

- 1.) The City hereby accepts the transfer of \$1,255,000 from the Water Utility Fund to the Special Private Lead Service Financial Assistance Project Fund pursuant to Wis. Stat. §§ 66.0811(2) and (3).
- 2.) The Special Private Lead Service Financial Assistance Project Fund is hereby established to receive and administer funds solely for the purpose of providing grants, reimbursements, and program administration related to private-side lead service line replacement.
- 3.) The 2026 City Budget is hereby amended as shown in Exhibit A, which reflects:
 - o a decrease in Water Utility Fund balance in the amount of \$1,255,000, and
 - o a corresponding appropriation to the PLSFAP Fund for program expenditures.
- 4.) City staff is authorized and directed to make all necessary accounting entries and financial transfers to implement this Resolution.
- 5.) This Resolution shall take effect upon passage and publication as required by law.

	YES	NO
DAVIS		
LAMPE		
BERG		
BARTZ		
BLANKE		
SMITH		
ARNETT		
WETZEL		
MOLDENHAUER		
MAYOR STOCKS		
TOTAL		

ADOPTED April 6, 2026

CITY CLERK

APPROVED April 6, 2026

MAYOR

EXHIBIT A – Budget Amendment

<u>Account #</u>	<u>Name</u>	<u>Curr Bdgt</u>	<u>+/-</u>	<u>Modified</u>
Water Utility Fund				
03-99-30-40	Contribution to PLSFAP Fund [Move funds to City Fund]	-	1,255,000	1,255,000
Non-recurring Reserve Account				
24-48-12-44	PLSFAP [Accept Water Utility Funds]	-	(1,255,000)	(1,255,000)
24-58-11-44	PLSFAP Expense [Private-side Project Expenses]	-	1,255,000	1,255,000

**RESOLUTION TO
ENTER INTO AN ADDENDUM TO THE MEMORANDUM OF
UNDERSTANDING BETWEEN THE CITY OF WATERTOWN AND THE
WATERTOWN MAIN STREET PROGRAM**

**SPONSOR: MAYOR STOCKS
FROM: FINANCE COMMITTEE**

WHEREAS, the City and the Watertown Main Street Program entered into a Memorandum of Understanding (“MOU”) for the provision of downtown management services, effective January 1, 2026; and

WHEREAS, the Parties desire to expand the scope of services for a limited time period under the MOU to include concert programming at the Bentzin Family Town Square in 2026 due to a City vacancy.

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 attached Addendum to the Memorandum of Understanding between the City of Watertown and the Watertown Main Street Program to expand the scope of services under the existing MOU to include concert programming at the Bentzin Family Town Square for 2026.

That this Resolution shall be in full force and effect upon its passage and adoption.

	YES	NO
DAVIS		
LAMPE		
BERG		
BARTZ		
BLANKE		
SMITH		
ARNETT		
WETZEL		
MOLDENHAUER		
MAYOR STOCKS		
TOTAL		

ADOPTED April 6, 2026

CITY CLERK

APPROVED April 6, 2026

MAYOR

**ADDENDUM TO MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF WATERTOWN AND THE WATERTOWN MAIN STREET
PROGRAM**

This Addendum is made this ____ day of _____, 2026, by and between the City of Watertown (City), a Wisconsin municipal corporation, and the Watertown Main Street Program (WMSP).

RECITALS

WHEREAS, the City and WMSP entered into a Memorandum of Understanding (“MOU”) for the provision of downtown management services, effective January 1, 2026; and

WHEREAS, the Parties desire to expand the scope of services for a limited time period under the MOU to include concert programming at the Bentzin Family Town Square.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the Parties agree as follows:

1. **Additional Services.** WMSP shall organize and manage up to five (5) concerts at the Bentzin Family Town Square during the 2026 calendar year. Such services shall include planning, coordination, promotion, and on-site management necessary to execute each concert event. WMSP shall coordinate with City staff regarding the concert events. WMSP shall comply with all City ordinances and policies applicable to Special Events, including applying for and obtaining a Special Event Permit. Permit fees for the City-sponsored events shall be waived.
2. **Compensation.** The City shall pay WMSP an additional Two Thousand Dollars (\$2,000.00) per concert organized under this Addendum. Payment shall be made following each concert upon receipt of an invoice from WMSP. The City will allocate funding from the SFTS Futures Fund for this compensation, as well as any balance for band contracts covered under this Addendum.
3. **Sponsorship Revenue.** WMSP shall retain in full all sponsorship revenue for the concerts covered under this Addendum that is obtained after the effective date of this Addendum. This provision does not apply to any sponsorships secured prior to the effective date of this Addendum, which will be retained by the City.
4. **Term.** This Addendum shall be effective _____, 2026, and shall remain in effect through December 31, 2026, unless terminated earlier in accordance with the terms of the MOU. This Addendum expires automatically at the end of the 2026 calendar year unless renewed in writing by both Parties.
5. **Insurance.** The concert events covered under this Addendum are City events that are subject to the City’s oversight and approval. WMSP is a third-party vendor acting as an

agent of the City for the purposes of organizing and managing the City events covered under this Addendum. The City will provide insurance coverage for the concert events covered under this Addendum; however, such insurance coverage shall not apply to any other WMSP events.

- 6. **Relation to the MOU.** Except as expressly modified by this Addendum, all terms and conditions of the MOU shall remain in full force and effect.

Signed and approved this _____ day of _____, 2026.

CITY OF WATERTOWN

WATERTOWN MAIN STREET PROGRAM

BY: _____

BY: _____

Robert Stocks, Mayor

Ron Counsell, WMSP Board President

ATTEST:

Megan Dunneisen, City Clerk

Brian Konz, WMSP Treasurer

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made this 1 day of January 2026, between the City of Watertown (City), a Wisconsin municipal corporation, and the Watertown Main Street Program (WMSP).

WITNESSETH: A vibrant and economically prosperous downtown is key to attracting new residential growth and commercial development in Watertown. The WMSP was created in April 2000 and subscribes to the Main Street four-point approach for downtown revitalization:

- Economic Vitality
- Design & Beautification
- Historic Preservation
- Promotion & Community Engagement

Following these guidelines, the City and WMSP work collaboratively to inspire reinvestment and renewal in the City’s historic business district. To maintain clear and open communication with the City, a member of the Watertown Common Council has held a seat on the WMSP Board of Directors since the organization’s founding and will continue to have a seat on the Board during the term of this MOU.

The City and WMSP desire to continue the excellent progress that has been made toward downtown revitalization and beautification, and to expand upon its positive, collaborative working relationship. To further this endeavor, the City and WMSP hereby agree:

1. WMSP shall provide the following downtown management services:
 - a) Administer the annual façade grant fund at a level of no less than \$15,000.00 and provide free technical design assistance to downtown merchants and building owners.
 - b) Serve as a point-of-contact for new downtown building and business owners.
 - c) Support the Building, Safety & Zoning Department in efforts to identify, enforce and mitigate building code violations downtown.
 - d) Assist property owners with permitting and approvals process for building renovation projects.
 - e) Recruit new businesses to the downtown area where applicable, provide marketing assistance and technical support for existing businesses.
 - f) Provide connection between merchants/building owners and City Hall.
 - g) Maintain email communication list of downtown merchants and building owners.
 - h) Purchase, plant and care for Main Street flowers.
 - i) Provide funding for lamppost banners.

- j) Control weeds, remove trash and perform other services (through City services, volunteer labor and/or contracted services) to maintain attractive sidewalks, in accordance with the requirements set forth in the Code of the City of Watertown.
- k) Publish a downtown newsletter and handbook for care and restoration of downtown buildings.
- l) Support and advocate for small business growth and success.
- m) Ensure merchants feel included as part of the downtown family.
- n) Promote downtown accomplishments, events, and announcements through website, email, and social media channels.
- o) Host annual events and activities that draw critical mass to the downtown that include, but are not limited to, Luck of the Irish Bingo, Art on Main, Sidewalk Sales, Downtown Watertown Craft Beer Walk, Pumpkin Palooza, Women’s Only Weekend, and the programming of Santa House. At least three (3) of these events will include programming at the Bentzin Family Town Square.
- p) Discourage the use of Main Street for long-term deliveries and encourage the use of Main Street parking spaces for short-term customers. This does not include FedEx, UPS, Amazon, etc.
- q) Maintain or replace the “Santa House” trailer and applicable infrastructure (such as lighting, power cords, and ADA accessibility ramp). The City will store the Santa House and WMSP-owned ADA ramp.
- r) Hold semi-annual listening sessions for district businesses and building owners.
- s) Educate the downtown, elected/appointed City officials and the public on the City’s Master Plan and the Main Street Reconstruction Task Force Reconstruction Plan.

2. WMSP also administers the Tuesday Watertown Farmers’ Market at Riverside Park (May-October). The Market provides essential fresh fruits and vegetables to seniors and low-income residents of the community at an affordable cost.

3. Under this MOU, the City shall:

- a) Contribute \$30,000 annually to WMSP for a duration of one (1) year starting January 1, 2026 (payable in four (4) installments of \$7,500 paid by the end of the first month of each quarter). An additional \$5,000 will be contributed by the City to Watertown Main Street Program for the purpose of façade and sign grants. This money can be requested as utilized.
- b) Acknowledge the WMSP as the “voice” of the downtown. This will include responding to issues/complaints submitted to the City by WMSP, including but not limited to Streets, Forestry, Zoning, and non-emergency Police issues. The City will provide and schedule prompt service (when possible) to ensure the downtown area remains as friendly, clean and accessible to potential visitors.
- c) Provide specific guidance on how to improve enforcement of existing ordinances and request ordinance modifications in services of the WMSP goals.

- d) Work closely with the WMSP to provide Zoning and other enforcement information in conjunction with incentive services available through the WMSP, RDA, and other City entities to encourage Main Street owners and tenants to maintain their buildings in service of the WMSP goals.
 - e) Provide advance notice (when possible) to the WMSP of public works projects and of public works project updates in the district.
 - f) Use the WMSP as a conduit for City information for district building and business owners.
4. The WMSP Executive Board shall provide quarterly oral in-person and written reports to the Watertown Common Council. The reports will highlight the accomplishments of WMSP during the previous quarter (including but not limited to private/public monetary investment downtown, building vacancies, façade improvements made and promotion efforts) as well as progress made in achieving WMSP’s annual work plan objectives.
5. The WMSP will provide the City with a copy of its annual financial report in January, identifying all sources of income and expenses. The WMSP will also maintain a database of statistics related to downtown public and private building improvement projects, jobs created/retained, businesses that have opened or closed, the creation of upper-level residences, volunteer hours contributed, and other key metrics. The WMSP will present these statistics to the Common Council in March on an annual basis.
6. Since WMSP is partially supported by public funds, the minutes of its Board of Directors meeting will be filed with the City Clerk for review by the Common Council.
7. Since the WMSP depends on the Wisconsin Economic Development Corporation Main Street Program for training, technical assistance and coordination with other area programs, the WMSP will maintain its accreditation in the Wisconsin Main Street Program and will participate in the award program every year.
8. Miscellaneous
- a) Term – This MOU shall commence on January 1, 2026 (“Effective Date”) and shall remain in full force and effect until December 31, 2026, unless earlier terminated in accordance with the provisions of this MOU. Any extension or renewal of this MOU must be agreed to in writing by both Parties prior to the expiration of the initial term.
 - b) Termination – This MOU may be terminated by the City and WMSP at any point in time by providing at least ninety (90) days advance, written notice to the other party. Said termination can be made by either party, without cause.
 - c) Governing Law – This MOU shall be governed by and construed in accordance with the laws of the State of Wisconsin. The Parties agree that any legal action or proceeding arising under or relating to this MOU shall be brought exclusively in the state or federal courts located in Jefferson County, Wisconsin, and each Party hereby consents to the jurisdiction and venue of such courts.

d) Third Party – Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, or of partnership or of joint venture between the parties hereto. This MOU shall not be construed as or deemed to be an agreement for the benefit of any third party or parties. No third party or parties shall have any right of action under this MOU for any cause whatsoever.

e) Notices – All notices, demands, certificates, or other communications under this MOU shall be sufficiently given and shall be deemed given when hand delivered or forwarded by certified mail, return receipt requested, and proper address as indicated below:

To City:
City Clerk
City of Watertown
106 Jones Street
Watertown, WI 53094

With copies to:
City Attorney
City of Watertown
106 Jones Street
Watertown, WI 53094

To WMSP:
Executive Director
Watertown Main Street Program
519 East Main Street
Watertown, WI 53094

f) Limitation of Municipal Liability – Nothing contained within this MOU is intended to be a waiver or estoppel of City or its insurer to rely upon the limitations, defenses, and immunities contained within Sections 345.05 and 893.80, Wis. Stats. To the extent that indemnification is available and enforceable, City or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin law.

g) Severability – If any provision of this MOU is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such determination shall not affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect. The Parties agree to negotiate in good faith to replace any invalid or unenforceable provision with a valid and enforceable provision that most closely reflects the original intent of the Parties.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

Signed and approved this 24 day of February, 2026.

CITY OF WATERTOWN

WATERTOWN MAIN STREET PROGRAM

BY: Robert Stocks
Robert Stocks, Mayor

BY: Ron Counsell
Ron Counsell, WMSP Board President

ATTEST:

Megan Dunneisen
Megan Dunneisen, City Clerk

Brian Konz
Brian Konz, WMSP Treasurer