



FINANCE COMMITTEE MEETING AGENDA

MONDAY, APRIL 24, 2023 AT 5:30 PM

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

By Phone or GoToMeeting: Members of the media and the public may attend by calling:

+1 (571) 317-3122 **Access Code:** 153-925-469 or <https://www.gotomeet.me/EMcFarland>

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

1. CALL TO ORDER

2. REVIEW AND APPROVE MINUTES

- A. Finance minutes from April 10, 2023

3. BUSINESS

- A. Review and Approve: moving a current employee from Grade G (general laborer) to Grade H (light equipment operator) which is vacant due to the reorganization done in the DPW Street/Solid Waste Division
- B. Review and Approve: Proposed adjustment to the City of Watertown Employee Handbook for general changes
- C. Review and Approve: Proposed adjustment to the City of Watertown Employee Handbook for Reasonable Accommodation, Compensation Plan Timeline, Timecard Changes
- D. Review and Approve: budget amendment to transfer \$39,800 from Stormwater Utility Fund Balance to Stormwater Utility Outside Services Employed Account #16-58-16-47 for stormwater pond retrofit design
- E. Review and Approve: Ordinance to Amend Section 428-7(C) and Create Section 428-7(M) of the City of Watertown General Ordinances
- F. Review and Approve: recommendation to pay unpaid Personal Property Tax

4. ADJOURNMENT

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

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



FINANCE COMMITTEE MEETING MINUTES

MONDAY, APRIL 10, 2023, AT 5:30 PM

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

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

Others present: Finance Director Mark Stevens, Attorney Steven Chesebro, Fire Chief Travis Teesch, Parks Director Kristine Butteris, Public Works Director Jaynellen Holloway, Jeff Doyle, Andrea Peters, Lisa Schwartz, Tony Rauterberg, Attorney Larson (Chamber of Commerce), Brian Konz (Park & Rec board member)

Video attendees: Nick Patterson (TWall)

1. **Call to order.** Mayor McFarland called the meeting to order at 5:36 p.m.
2. **Minutes from the meeting of March 13** were presented. Ald Bartz moved, seconded by Ald Lampe, to approve. Approved by voice vote.
3. Wisconsin Department of Transportation (WisDOT) recently offered a new **WisDOT Carbon Reduction Grant** to assist communities in reducing air pollution through transportation improvement systems. City staff identified a **vehicle-to-streetlight preemption communication system** for the Fire Department to apply that would equip ten trucks and ambulances and outfit twelve streetlights. Promotional incentives have reduced costs. The grant would fund 80% of the cost. Chief Teesch provided an updated total cost of a GPS-based approach for \$165,985 (City's 20% portion would be \$33,197). Mr. Stevens recommended that the 2% Fire Dues or WI DHS Funding Assistance Program ARPA Supplement be utilized. A motion by Ald. Bartz, supported by Ald. Ruetten, was made to apply for the grant if Fire Dept staff determines an acceptable assignment of the 20% and any additional 2023 fees/costs out of either or both of the reserve accounts. Unanimous approval by voice vote.
4. Ms. Peters presented a list totaling \$38,527.38 of **EMS charges** that the Fire Department is **recommending be written off**, determined to be uncollectible (deceased, unlocatable, WI DOR uncollectible). Ald. Ruetten moved, seconded by Ald. Davis, to write off list presented, and approved by all via voice vote.
5. **LifeQuest**, our EMS billing service, **presented two hardship applications**. The company utilizes 2023 National Poverty Guidelines when receiving requests. One patient would qualify for a 50% reduction while the other would qualify for 100% reduction. A motion was made by Ald Ruetten, supported by Ald. Bartz to approve as presented, and all approved by voice vote.
6. Fire Chief Teesch presented a review of the **ambulance billing rates**, last adjusted in 2020. With the help of LifeQuest, our billing service, a survey of surrounding and other sample EMS agencies was compiled. Watertown had the lowest rates in the area. LifeQuest provided its recommendations for rate alterations. Chief Teesch modified the recommendations to maintain a two-tier rate that provides a \$100 reduced resident rate (that includes residents of contracting townships). Ald Lampe moved, seconded by Ald Davis, to accept the Chief's rate recommendations, and all approved by voice vote.
7. Director of Parks, Recreation, & Forestry Butteris indicated that four applicants (34 applications received) were interviewed for the position of **Town Square Programming Event Coordinator**. It

is the recommendation to hire **Stephanie Juhl** [Grade K, Step 2]. Ald. Bartz moved, seconded by Ald. Rutten, to hire her. All approved by voice vote.

8. Attorney Chesebro presented a renewal agreement for the **2023 Tourism Promotion Services** between the City and Watertown Tourism Commission. Mr. Chesebro highlighted his recommendation to remove paragraph 16 (Indemnification and Hold Harmless), while Attorney Larson, representing the Chamber/Tourism Commission, requested the language to be maintained. Mr. Stevens indicated a correction was necessary to replace the fund location to be Tourism Fund instead of General Fund. He also relayed that reports referenced in paragraphs 5 (Accounting) and 9 (Annual Reports) have not been delivered to the City to his knowledge. Ald. Lampe moved to accept the agreement as presented with the correction of the fund name, but no second was offered. Ald. Ruetten, supported by Ald. Davis, motioned to accept the agreement as presented, with the correction of the fund name and the inclusion of paragraph 16. The motion carried with one dissension.
9. Attorney Chesebro presented a draft of a **Property Management Agreement between the City of Watertown and the City of Watertown Redevelopment Authority** to memorialize the understanding of a transfer of ownership of the Town Square parcel and a contribution of \$350,000 to fund initial programming and operations. After discussion of its contents, Ald. Ruetten moved, seconded by Ald. Bartz, that the agreement be recommended to City Council for approval, and that Mr. Stevens write a separate resolution to create the appropriate segregated accounting fund with 2023 budget proposal. Approved by unanimous voice vote.
10. Parks, Recreation, and Forestry department staff summarized three different **methodologies for rightsizing the quantity of plumbing fixtures in the proposed restroom project**. The staff recommends following the International Building Code (version 2015), which is what the State currently uses. After some what-if calculations on attendance were completed, Ald. Lampe, seconded by Ald. Bartz, moved to have the architect redesign the scope of the restroom for eight F fixtures, eight M fixtures, one family restroom, and one mother's room utilizing the IBC (version 2015) with architectural leeway (+/- 1) for designing within overall dimensions.
11. A **mistake in the 2023 compression calculations** was discovered before the new rates were implemented. A memo was provided with corrections for the impacted positions.
12. A motion was made by Ald. Bartz, seconded by Ald. Ruetten, to convene into **closed session** per Wis. Stat. Sec. 19.85 (1)(g) to confer with legal counsel who either orally or in writing will advise governmental body on strategy to be adopted with respect to current or likely litigation (**Fire Department**). Approved by unanimous roll call vote.
13. The committee reconvened into open session.
14. Ald. Ruetten moved, supported by Ald. Lampe, to convene into **closed session** per Wis. Stat. Sec. 19.85(1)(e) for deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session (**Main Street Watertown, LLC n/k/a Riverhouse on the Rock, LLC First Amendment of Development Agreement**). Approved by unanimous roll call vote.
15. The committee reconvened into open session.
16. Ald. Ruetten, supported by Ald. Lampe, requested Mr. Chesebro revise the first amendment of the **development agreement with Main Street Watertown, LLC n/k/a Riverhouse on the Rock, LLC** as discussed in closed session for recommendation to the City Council for approval. All approved by voice vote.
17. Adjournment. Ald. Ruetten moved to approve adjournment, seconded by Ald. Bartz, and carried by unanimous voice vote.

Respectfully submitted,

Mark Stevens, Finance Director

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

Stacy Winkelman
Operations Manager

Matt Willmann
Asst. Operations Manager

Jane Flanigan
Admin. Asst.

Christopher Newberry
Public Works Project Mgr

Tom Nickels
Foreman

Jason Heller
Foreman

TO: Mayor McFarland & Finance Committee
FROM: Stacy Winkelman
RE: Agenda Item
DATE: April 20, 2023

Mayor McFarland & Committee Members:

I have one item on the agenda for discussion. This is to move an existing employee into the Light Equipment Operator position that is vacant due to re-organization in our division. We did discuss this at the February 13th meeting that we would be bringing this forth. Also discussed at the previous meeting was filling the vacant Foreman position in Solid Waste. We have not completed that process yet but are still actively interviewing candidates.

We had three current employees apply for the light equipment operator position. I am happy to say that all three would have been a good choice and that we are lucky to have good employees on staff to make this decision difficult on us! I have attached the candidate selection form for your review.

Please feel free to contact me if you have any questions or concerns.

Respectfully,



Stacy Winkelman
DPW – Street/Solid Waste Division
Operations Manager

Enclosures



Candidate Selection Form

POSITION TITLE Light Equipment Operator Grade H DEPARTMENT DPW - Street/Solid Waste Division

NEW POSITION _____ VACANCY _____ RECLASS X # OF APPLICANTS: 3

FT X PT _____ EXEMPT _____ NONEXEMPT X

Reason for opening:

Vacancy due to re-organization within the Division.

Justification to fill:

This position is a skilled position which includes running the Street Sweeper. With MS4 requirements, we will begin running two street sweepers.

Top three responsibilities for position:

Street Sweeping/Catch Basin Clean Out
Curb & Gutter and Catch Basin Repairs
Sign Work

CANDIDATE NAME: Adam Quest

How this candidate had demonstrated skills to meet the needs of the position and requested step:

Adam has been with the City for four years and has had the opportunity to be on many different crews, including the storm water crews. He also has a wide level of experience in many areas from previous jobs he has had. He is well liked in the division/City and will do well as he moves up.

Date Available to start:	Immediately	Grade	H	Step	2	Hourly Rate	\$24.13
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FIRST ALTERNATE: Jacob Mueller

How this candidate had demonstrated skills to meet the needs of the position and requested step:

Jake has been with the City for just under four years. In that time Jake has very much expressed interest in learning more and moving up within the division. He hasn't had quite as much exposure as our #1 candidate, therefore he is the second candidate.

Date Available to start:	Immediately	Grade	H	Step	1	Hourly Rate	\$23.46
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SECOND ALTERNATE: Kyle Bernard

How this candidate had demonstrated skills to meet the needs of the position and requested step:

Kyle has been with the City for two years and has been an exemplary employee with a great attitude. He hasn't had as much opportunity/time to learn as much as the other two candidates but Kyle shows great potential both in higher level laborer positions as well as leadership abilities.

Date Available to start:	Immediately	Grade	H	Step	1	Hourly Rate	\$23.46
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Approved Yes _____ No _____



DPW – STREET & SOLID WASTE DIVISION

Section 3, Item A.

Stacy Winkelman
Operations Manager

Matt Willmann
Asst. Operations Manager

Jane Flanigan
Admin. Asst.

Christopher Newberry
Public Works Project Mgr

Tom Nickels
Foreman

Jason Heller
Foreman

TO: Mayor McFarland & Finance Committee
FROM: Stacy Winkelman
RE: Agenda Item
DATE: February 7, 2023

Mayor McFarland & Committee Members:

I have one item on the agenda for discussion. This is just an update as to what is coming up in our division with employees and filling positions.

We have basically three levels of employees at our division (not including foremen or mechanics): general laborer, light equipment operator, and heavy equipment operator. Matt Willmann was a light equipment operator before being promoted to Assistant Operations Manager. That position consists of sign work, storm sewer repairs, and sweeping. With Matt moving up we are short one light equipment operator. With that said, we would like to post internally to move someone into this position. This is not a new position or hire; it is moving someone into this grade of pay. We have been covering this work with current employees in this grade, however once construction and sweeping season start, we will be short in this grade; especially when the second sweeper arrives. There will be two employees dedicated to sweeping and catch basin cleaning for the majority of the year due to our MS4 permit requirements.

We also will need to advertise to fill the Solid Waste Foreman position due to the recent retirement of Rob Roe. Rob is on the payroll until March 1 so we would like to start this process soon, so we are ready to go with his replacement in March.

Please feel free to contact me if you have any questions or concerns.

Respectfully,

Stacy Winkelman
Operations Manager

811 S. First Street • Watertown, WI 53094 • Phone 920.262.4080 Fax: 920.262.4082
stacyw@cityofwatertown.org mwillmann@cityofwatertown.org cnewberry@cityofwatertown.org jflanigan@cityofwatertown.org

Opportunity Runs Through It

Memo

To: Finance Committee
From: Lisa Schwartz, Human Resources Coordinator
Date: February 21, 2023
Re: 2023 General Handbook Updates

Dear Committee Members,

Below are updates to the City of Watertown Employee Handbook for your review and approval. These proposed changes have been discussed with the Leadership Team. In the text below, red indicates proposed changes, black indicates existing policy. Only an excerpt of existing policy is being included; please use the link and page reference to access the full policy.

[Change #1 Updating City Clerk/Treasurer Verbiage](#)

The office City Clerk/Treasurer has had a reorganization and changes have not been updated throughout the handbook:

Pages 22, 44, 61, 77, and 78 in handbook

[Change #2 Dispatcher Work Schedule Change](#)

This change will officially note the new schedule for dispatchers:

Page 33 in handbook Section V. Benefits D. Holidays

Employees shall be granted **eighty (80)** ~~ninety and three quarters (90.75)~~ hours off with pay at a time mutually agreed upon between the employee and the Police Chief or his/her representative in lieu of the above listed holidays. Dispatch shall receive holiday pay for any holidays actually worked.

[Change #3 Workplace Safety Addition](#)

This change will include mental health as part of the workplace safety definition:

Page 61 in handbook Section VII. Personal Conduct D. Grievance Procedure

Definition of Workplace Safety - For purposes of this provision, workplace safety includes any practice or condition, affecting an employee's physical health, **mental health**, or safety, the safe



operation of workplace equipment or tools, safety of the physical work environment, personal protective equipment, workplace violence and training related to the same.

Change #4 Vision Benefit Addition

This addition will refer to the City's vision program:

Proposed to add on page 35 in handbook Section V. Benefits H. Vision Insurance

H. VISION INSURANCE

Find more information at <https://www.deltadentalwi.com/>

All full-time employees and those part-time employees as designated in the annual payroll resolution shall be eligible to participate voluntarily in the vision insurance benefits at the employee's expense offered by Delta Vision (a division of Delta Dental of WI).

New employees shall be eligible for vision insurance benefits on the first day of the month following the first day of employment. Where the first day of the month is the first day of employment, vision insurance benefits will begin on the same day. Vision insurance coverage terminates at the end of the month in which the employee terminates employment.

Change #5 Removal of the Emergency Leave Section

This section speaks to Coronavirus Response Act and expired December 31, 2022:

Page 47 in handbook Section VI. Leaves F. City of Watertown Emergency Leave Superseding Families First Compliance Policy

Employees shall be granted ~~eighty (80) ninety and three quarters (90.75)~~ hours off with pay at a time mutually agreed upon between the employee and the Police Chief or his/her representative in lieu of the above listed holidays. Dispatch shall receive holiday pay for any holidays actually worked.

Change #6 Removal of the dispatch alternate schedule provision

This section speaks to the 8.25 vacation schedule for the dispatch center:

Page 30 in handbook Section V. Benefits B. Vacation

Thank you for your consideration of these changes.

Thank you,

Lisa Schwartz

Memo

To: Finance Committee
From: Lisa Schwartz, Human Resources Coordinator
Date: April 24, 2023
Re: Reasonable Accommodations, Compensation Plan Timeline Detail, Timecard Changes

Dear Committee Members,

Below are updates to the City of Watertown Employee Handbook for your review and approval. These proposed changes have been discussed with the Leadership Team. In the text below, red indicates proposed changes, black indicates existing policy. Only an excerpt of existing policy is being included; please use the link and page reference to access the full policy.

[Change #1 Including Reasonable Accommodations for Disabilities section](#)

This added section will provide guidelines regarding the request of workplace accommodations to perform duties:

To be added on page 7 Section II. Employment Practices and Policies B. Americans with Disabilities Act (ADA)/WI Fair Employment Act

The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act (ADAAA) are federal laws that require employers with 15 or more employees to not discriminate against applicants and individuals with disabilities and, when needed, to provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position.

It is the policy of the City to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is the City's policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions, and privileges of employment.



Reasonable Accommodations for Disabilities: The City is committed to full compliance with applicable federal and state disability laws. An employee who is a qualified individual as defined by state or federal law will be provided a reasonable accommodation if one exists that allows the employee to perform the functions of the employee's job unless such accommodation creates an undue burden or poses a direct threat to the safety of the employee or others. Employees should submit a request for workplace accommodation to your supervisor. The form is located on the city website. Any supervisor who receives a request for workplace accommodation will communicate with the employee where the employee will provide detail regarding the requested accommodation. After receipt of the request, a meeting will be scheduled with the Human Resources Office to discuss all the facts and circumstances necessary to make an accommodation determination.

Change #2 Adding to the Compensation Plan section to detail the timeline to present position changes or new positions for Finance Committee to review.

This addition will memorialize the process of presenting staff changes to the governing body.

Page 19 in handbook Section IV. Employment Compensation A. Compensation Plan

Pay Range Assignment for New and Reclassified Positions

Regular review of the department structure will take place to anticipate budgetary needs for coverage and workforce planning.

Substantial changes to positions will be discussed between the department head and the Mayor. Approved changes will be communicated during the June Finance Committee meeting where the department head will present the plan to incorporate job description changes or new positions into the organization structure. In the event of a mid-year vacancy, the position that has been vacated will be reviewed by the department head prior to posting the opening. Approved changes will go on to follow the reclassification guidelines below.

Change #3 Changing time submitted for pay

This change was requested by the departments to allow for two pay periods after a payroll to allow employees to make correction to time previously submitted for pay:

Page 24 in handbook Section IV. Employment Compensation D. Hours of Work

Work Schedule

The normal workweek for all full-time employees will be forty (40) hours but may vary by job classification. The workweek starts on Wednesday and ends on the following Tuesday. The specific work schedules for all full-time and part-time employees shall be established by each department head to meet the needs of the department. Employees may trade



scheduled workdays and hours or work flexible schedules that are not in violation of the Fair Labor Standards Act subject to the approval of the department head.

Each employee is responsible for and required to accurately record his or her work time, break time, compensation time, sick time and vacation time and will be held accountable for failing to record completely and accurately his or her time. Time shall not be modified after submission to payroll without documentation regarding an entry error. **No change will be made to reported time, unless both the employee and their supervisor confirm in writing that an error was made within 28 days of the pay date for the period during which the alleged error occurred. Any request for modification of reported time made more than 28 days after the pay date during which the alleged error occurred will require additional documentation to confirm an error was made.**

Thank you for your consideration of these changes.

Thank you,

Lisa Schwartz

Americans with Disabilities Act ACCOMMODATION REQUEST FORM

Employee Name: _____ Department: _____

Job Title: _____ Date the accommodation is needed: _____

Please provide the following information. Use additional pages or provide documentation as needed.

1. Explain the reason for which you are requesting the accommodation and estimated duration of the accommodation:

2. Explain how your stated reason impairs or limits your ability to perform assigned job duties:

3. What specific accommodation(s) are you requesting, if known?

4. If you are not sure what accommodation is needed, do you have any suggestions about what options we can explore or what has worked in the past? If yes, please explain or attach information.

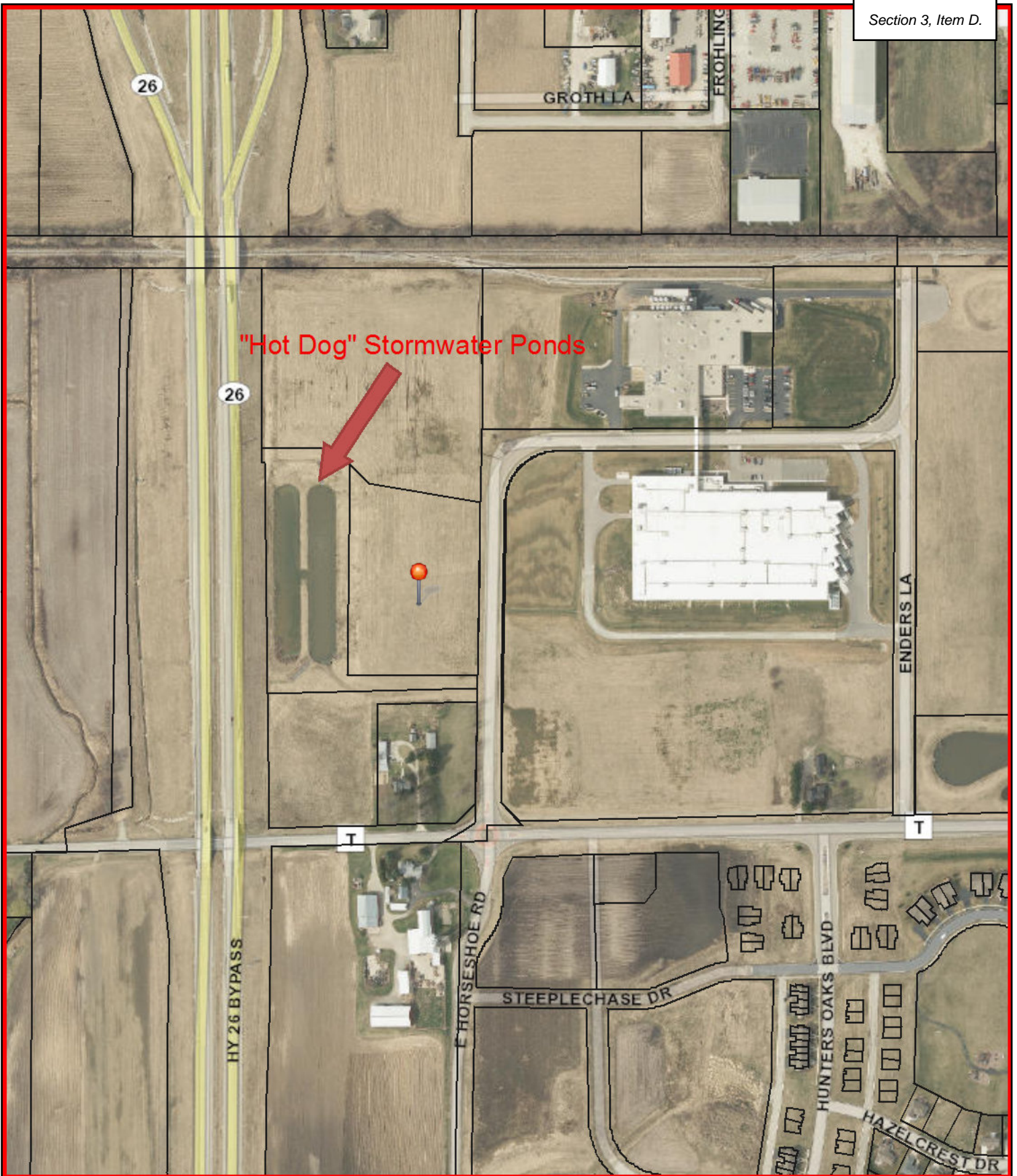
5. Has a health care professional recommended a specific accommodation? If yes, please describe or attach documentation:

6. Please provide any additional information that might be useful in processing your accommodation request. We will set up a time to meet to discuss your request.

Signature

Date

Return this form to your supervisor or the Human Resources Department.



Areas



Override 1

Points



Override 1

Parcels



February 23, 2023

Mr. Andrew Beyer, P.E.
Assistant City Engineer
City of Watertown
800 Hoffman Drive
P.O. Box 477
Watertown, Wisconsin 53094

Re: West Side Industrial Park Pond Retrofit (BMP #18) Proposal

Dear Mr. Beyer:

Ruekert & Mielke, Inc. (R/M) is pleased to submit a proposal for the analysis and design of retrofits to the West Side Industrial Park BMP #18. CQC, a large business in the industrial park, has a continuous flow of non-contact cooling water into the pond that affects the functioning of the current wet pond and “dry” infiltration areas of the BMP. We understand R/M’s anticipated scope of services to include:

Task A – Modeling, approvals, and design services:

- Update the modeling from the original design and updated in 2022 to reflect conversion to a full wet pond while improving access for maintenance, reducing future maintenance activities, and meeting water quality and quantity requirements. Review the original modeling, design and geotechnical data to investigate whether the conversion can be accomplished with adjustments to the outfall structure or if the dry area must be excavated. Prepare a conceptual design and exhibit of the recommended layout for review and discussion with City staff.
- We anticipate utilizing existing survey data collected from the previous storm water mapping project for pond topo and outfall structures. One additional day of 1-person survey crew is anticipated to collect property pins, ground shots around the pond for potential expansion or storage of excavated materials and diggers hotline markings.
- Prepare detailed design drawings including repairs to bank/channel erosion, maintenance dredging and conversion to a wet pond. Final plans will include a P.E. stamped cover sheet, grading plan with typical cross sections, erosion control plan, and typical design details. Final plans will be submitted as full size (22"x34") PDFs and 3 sets of ½ size paper drawings.
- Prepare technical specifications for construction.
- Prepare a construction cost estimate.
- Conduct two virtual or in-person meetings with City Staff at project kickoff and at 60% plan status.

Task B – Approvals (if required):

- Prepare a DNR Notice of Intent (NOI) permit application for the project if the disturbed area exceeds 1 acre (potentially including disturbance related to disposal of the dredged material).
 - Depending on the City’s proposed dredged material management plan, sediment testing may be required on the dredged material since the drainage area includes industrial land uses.
 - Any other required permits will be obtained by the City or added to this scope of work via amendment.



Mr. Andrew Beyer, P.E.
 West Side Industrial Park Pond Retrofit (BMP #18) Proposal
 February 23, 2023
 Page 2

Task C – Project manual and bidding (optional):

- Prepare project manual and bidding documents. Bid the project through QuestCDN online bid management system. Answer contractor questions, attend the bid opening and prepare a recommendation of award.
- Prepare contracts and a notice to proceed.
- Prepare a preconstruction conference agenda, attend meeting, and prepare meeting minutes.

Task D – Construction staking and inspection allowance (optional):

- Create stakeout data and install benchmarks in the field for Contractor use.
- Prepare a digital terrain model of the grading plan in CAD format and distribute to Contractor.
- Provide up to 80 hours of onsite construction review services.

Items excluded from this scope include construction administrative services, sediment samples or soil testing, dredged material management design/planning, or additional modeling alternatives, permits or field work not including above.

We propose to perform the above scope of services for a lump sum fee of:

- Task A = \$16,400
- Task B = \$2,400 (allowance if required)
- Task C = \$9,000 (optional)
- Task D = \$12,000 (allowance)

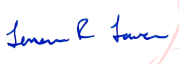
We anticipate completion of Task A within 90 calendar days after authorization.

The above-described professional services will be provided to you in accordance with the attached two-page **RM Terms & Conditions (Engineering)** dated March 6, 2022, which are made part of this agreement by reference. Please indicate your acceptance of this agreement by having the appropriate authorized official(s) affix their signature(s) where indicated and returning one fully executed copy to our office.

We appreciate this opportunity and are looking forward to working with the City on this project. Please contact our office if you have any questions or if you would like to discuss this further.

Respectfully,

RUEKERT & MIELKE, INC.

 Digitally signed by
 Terrence Tavera
 Date: 2023.02.24
 14:14:20 -06'00'

Terrence R. Tavera, P.E. (WI, IL)
 CPESC, CFM
 Senior Project Manager
ttavera@ruekert-mielke.com
 TRT:cal
 Enclosure

cc: Jaynellen J. Holloway, P.E., City of Watertown
 Maureen McBroom, ENV SP, City of Watertown
 Steven C. Wurster, P.E., Ruekert & Mielke, Inc.



Mr. Andrew Beyer, P.E.
 West Side Industrial Park Pond Retrofit (BMP #18) Proposal
 February 23, 2023
 Page 3

CLIENT NAME:

City of Watertown

Signature: _____

Title: _____

Date: _____

ATTEST:

Signature: _____

Title: _____

Date: _____

Designated Representative:

Name: _____

Title: _____

Phone Number: _____

ENGINEER:

Ruekert & Mielke, Inc.

Signature: *Steven C. Wurster*
 Steven C. Wurster, P.E.

Digitally signed by Steven C.
 Wurster
 Date: 2023.02.24 15:29:54 -06'00'

Title: Senior Vice President/COO

Date: February 23, 2023

Designated Representative:

Name: Terrence R. Tavera, P.E.

Title: Senior Project Manager

Phone Number: (262) 542-5733

A. Standards of Performance

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

B. Authorized Representative

With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and duties and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of the respective party whom the individual represents.

C. Payments to Engineer

Invoices will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to Owner by Engineer monthly, unless otherwise agreed. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice therefore, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

D. Ownership and Reuse of Documents

All documents prepared or furnished by Engineer pursuant to this Agreement are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Engineer grants Owner a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the documents. Such limited license may be shared with the Wisconsin Department of Natural Resources or for use by third parties for projects within the boundaries of the City of Watertown. Reuse of any documents pertaining to this Agreement by Owner shall be at Owner's sole risk; and Owner agrees to indemnify, defend, and hold Engineer harmless from all claims, damages, and expenses including reasonable attorney's fees arising out of such reuse of documents by Owner or by others acting through Owner.

E. Construction Review

Engineer will observe the work as agreed to for general compliance with the construction documents. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that contractor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any contractor. Engineer has no stop work authority.

F. Environmental

Engineer assumes no liability for the detection or removal of any hazardous substances found at or adjacent to the Project site.

G. Owner Provided Information

Engineer shall have the right to rely on the accuracy of any information provided by Owner. Engineer will not review this information for accuracy.

H. Permits and Approvals

It is the responsibility of the Owner to obtain all necessary permits and approvals for the Project. Engineer will assist the Owner in obtaining permits and approvals as mutually agreed to in writing.

I. Access

Owner shall arrange for safe access to and make all provisions for Engineer and Engineer's consultants to enter upon public and private property as required for Engineer to perform services under this Agreement.

J. Limit of Liability

To the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants, or any of them to Owner and anyone claiming by, through, or under Owner, for any and all injuries, losses, damages and expenses, whatsoever arising out of, resulting from, or in any way related to this Agreement caused by the negligence, professional errors or omissions, or breach of contract or warranty, express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, and consultants, or any of them, shall not exceed the total amount of \$2,000,000.

K. Insurance

Engineer will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to Owner upon request.

L. Termination of Contract

Either party may terminate this Agreement with 7 days written notice for cause in the event of substantial failure by the party to perform in accordance with the terms hereof through no fault of the terminating party. Owner may terminate this Agreement for convenience with 30 days written notice, or the Project may be suspended by Owner with 30 days written notice. In the event of suspension or cancellation for convenience by Owner, Owner shall pay to Engineer all amounts owing to Engineer under this Agreement, for all work performed up to the effective date of notice.

M. Indemnification and Allocation of Risk

1. To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, Owner's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Engineer or Engineer's officers, directors, partners, employees, and consultants in the performance of Engineer's services under this Agreement.

2. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Owner or Owner's officers, directors, partners, employees, and consultants with respect to this Agreement.

3. To the fullest extent permitted by law, Engineer's total liability to Owner and anyone claiming by, through, or under Owner for any injuries, losses, damages and expenses caused in part by the negligence of Engineer and in part by the negligence of Owner or any other negligent entity or individual, shall not exceed the percentage share that Engineer's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

4. The indemnification provision of paragraph M.1. is subject to and limited by the provisions agreed to by Owner and Engineer in paragraph J. "Limit of Liability," of this Agreement.

N. Independent Contractor

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Owner or the Engineer. Engineer's services under this Agreement are being performed solely for the Owner's benefit, and no other entity shall have any claim against Engineer because of this Agreement or the performance or nonperformance of services hereunder. Owner agrees to include a provision in all contracts with contractors and other entities involved in this Project to carry out the intent of this paragraph.

O. Force Majeure

Engineer shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond Engineer's reasonable control.

P. Severability and Waiver of Provisions

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Q. Dispute Resolution

Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in questions between them arising out or relating to this Agreement or the breach thereof ("disputes") to mediation as a condition precedent to litigation.

R. Public Records

Engineer agrees to comply with the requirements of Wisconsin Statutes Sections 19.32 to 19.39 and Sections 19.81 to 19.98 – Wisconsin Public Records Law and Open Meetings Law.

END OF DOCUMENT

**DRAFT RESOLUTION FOR
A BUDGET AMENDMENT FOR THE DESIGN OF THE REPAIR OF THE
WEST SIDE INDUSTRIAL PARK WEST MOST STORMWATER PONDS**

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

WHEREAS, the west most stormwater ponds in the West Side Industrial Park are in need of repair; and,

WHEREAS, Engineering Division has received a quote from the City's stormwater consultant, Ruekert Mielke, to design the necessary repairs; and,

WHEREAS, the quote to prepare the design is \$39,800.00; and,

WHEREAS, this work is not in the 2023 Stormwater Utility budget; and,

WHEREAS, the Stormwater Utility has fund balance to cover the design fees; and,

WHEREAS, the Engineering Division is requesting an increase in the Stormwater Utility Outside Services Employed Account (#16-58-16-47) in the amount of \$39,800.00 for 2023 Budget; and

WHEREAS, this budget amendment requires a resolution be adopted by the Common Council; and,

WHEREAS, the Finance Committee has considered this budget amendment and recommends the adoption of this resolution.

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

That the budget amount of Stormwater Utility Fund Balance be decreased in the amount of \$39,800.00 for 2023 Budget and that the budget amount of Stormwater Utility Outside Services Employed (#16-58-16-47) be increased in the amount of \$39,800.00 for 2023 Budget to allow the later account to fund the design fees to repair the west most stormwater ponds in the West Side Industrial Park.

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

ADOPTED May 2, 2023

CITY CLERK

APPROVED May 2, 2023

MAYOR

**ORDINANCE TO
AMEND SECTION 428-7(C) AND CREATE SECTION 428-7(M) OF THE
CITY OF WATERTOWN GENERAL ORDINANCES**

**SPONSOR: NAME SPONSOR HERE (MUST BE MAYOR OR ALDER)
FROM: LICENSING COMMITTEE**

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

SECTION 1. Section 428-7(C) is hereby amended as follows:

C. Exemptions. ~~The requirement under Subsection C shall not apply to the following:~~

- 1) ~~The requirement under Section 428-7 shall not apply to any~~ ~~Any~~ regularly established place of worship, stadium, athletic field, arena, auditorium, coliseum or other permanently established place of assembly for special events for which it is reasonably anticipated that the number of persons attending will not exceed the maximum seating capacity of the structure where the assembly is held.
- 2) Special events that sole purpose is to celebrate a federally recognized holiday must ~~comply with the requirements under Section 428-7 however~~ ~~apply but~~ all fees will be waived ~~and insurance for the event will be provided by the City of Watertown's General Liability Policy.~~

SECTION 2. Section 428-7(M) is hereby created as follows:

M. City Sponsored Parades.

- 1) **Definition.** In this Subsection City Sponsored Parades shall mean:
 - a) Fourth of July Parade
 - b) Watertown Parade of Lights
- 2) **Application.** An applicant for a parade that is organized solely for the purpose of celebrating a federally recognized holiday may apply to become a City Sponsored Parade subject to Section 428-7(M).
- 3) **Waiver of Fees.** All fees for a special event permit for a City Sponsored Parade will be waived.
- 4) **Insurance Coverage.** The City will provide insurance coverage for all City Sponsored Parades, provided the parade organizers comply with all requirements from City Departments.
- 5) **City Department Services.** At least 90 days prior to the date of a City Sponsored Parade the parade organizers must meet with any City Department they would like to request to provide services for the City Sponsored Parade. City Departments will confirm what services are available at least 45 days prior to the date of the Parade. No City Department will charge City Sponsored Parades for services provided.

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:	First meeting date		Second meeting date	
READING:	1ST		2ND	
	YES	NO	YES	NO
DAVIS				
LAMPE				
SMAIL				
BARTZ				
BLANKE				
SMITH				
SCHMID				
WETZEL				
MOLDENHAUER				
MAYOR MCFARLAND				
TOTAL				

ADOPTED Type meeting date

CITY CLERK

APPROVED Type meeting date

MAYOR

2017 Watertown Homestyle Bakery	1,100.07	Write off (greater than 3 yrs)
2020 Accent Health	10.92	Prev Yr chargeback not recorded
2020 Eve Photography	25.68	Still in Business
2020 Micronet Electronics	20.55	Still in Business
2020 Trend Fitness	95.03	Prev Yr chargeback not recorded
2021 Breselow's Family Market	857.85	Chargeback, no longer in business
2021 Business & Tax Systems	49.39	Still in Business
2021 Debbie's Hands for Health LLC	12.99	Still in Business
2021 Edward Jones	0.52	Still in Business
2021 Edward Jones 14020	0.91	Still in Business
2021 Edward Jones 93151	0.80	Still in Business
2021 Electro DJs	20.80	Still in Business
2021 Essential Healing	0.05	Still in Business
2021 Eve Photography	26.01	Still in Business
2021 Flaunt Beauty Lounge LLC	1.09	Still in Business
2021 JSB Ventures	2.55	Still in Business
2021 Junior's Garage LLC	28.59	Still in Business
2021 Leaf Capital Funding	12.07	Chargeback, no longer in business
2021 Martin Motors	1.01	Still in Business
2021 New Aqua LLC	0.39	Chargeback, no longer in business
2021 Presto Cleaners	23.40	Chargeback, no longer in business
2021 SJL Holding Inc	31.19	Chargeback, no longer in business
2021 Smokes 4 Less	0.62	Chargeback, no longer in business
2021 Smucker Foodservice Inc	0.64	Still in Business
2021 Smucker Foodservice Inc	2.19	Still in Business
2021 Stacey's	93.59	Chargeback, no longer in business
2021 Tekneeks Beauty Bar LLC	0.03	Chargeback, no longer in business
2021 The Closet Hanger	26.01	Still in Business
2021 Wisconsin Hearing Aid Center	0.35	Chargeback, no longer in business
12/31/22 Balance	<u>2,445.29</u>	Subtotal
	2,119.56	Chargebacks
	105.95	Prev Yr chargeback not recorded
	9.76	Small amounts
Write-off Pers Prop Taxes	<u>2,235.27</u>	Adjusted GL Total
Remaining Balance	210.02	

**RESOLUTION TO
AUTHORIZE WRITE OFF OF
UNCOLLECTIBLE DELINQUENT PERSONAL PROPERTY TAXES**

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

WHEREAS, the following personal property tax accounts have become delinquent and collection efforts by the Finance Department have been unsuccessful; and

WHEREAS, in cases where allowed by Wis. Stats. §74.42, the Finance Department will pursue the chargeback process to recover amounts from other taxing jurisdictions that previously received settlement of their share of these personal property tax bills; and

WHEREAS, the Finance Committee has reviewed the list of outstanding amounts deemed uncollectible by the Finance Director, has been informed of collection efforts made on such accounts and has recommended writing off the remaining balances.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Watertown that the following delinquent personal property tax amounts be removed from the general ledger but collection efforts will continue where appropriate:

2017	Watertown Homestyle Bakery	1,100.07
2020	Accent Health	10.92
2020	Trend Fitness	95.03
2021	Breselow's Family Market	857.85
2021	Edward Jones	0.52
2021	Edward Jones 14020	0.91
2021	Edward Jones 93151	0.80
2021	Essential Healing	0.05
2021	Flaunt Beauty Lounge LLC	1.09
2021	JSB Ventures	2.55
2021	Leaf Capital Funding	12.07
2021	Martin Motors	1.01
2021	New Aqua LLC	0.39
2021	Presto Cleaners	23.40
2021	SJL Holding Inc	31.19
2021	Smokes 4 Less	0.62
2021	Smucker Foodservice Inc	0.64
2021	Smucker Foodservice Inc	2.19
2021	Stacey's	93.59
2021	Tekneeks Beauty Bar LLC	0.03
2021	Wisconsin Hearing Aid Center	0.35
	Write-off Request	2,235.27

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

ADOPTED _____

FINANCE DIRECTOR

APPROVED _____

MAYOR