

## **COMMON COUNCIL MEETING AGENDA**

## TUESDAY, DECEMBER 19, 2023 AT 7:00 PM

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

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

Access Code: 153-925-469 or https://www.gotomeet.me/EMcFarland

All public participants' phones will be muted during the meeting except during the public comment period. 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. Minutes from December 5, 2023

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

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

#### 6. REPORTS

- A. Police and Fire Commission minutes from October 9, 2023
- B. Plan Commission minutes from October 23, 2023
- C. Licensing Board minutes from November 8, 2023
- D. Tourism minutes from November 9, 2023
- E. Plan Commission minutes from November 13, 2023
- F. Finance Committee minutes from November 13, 2023
- G. Police and Fire Commission minutes from November 13, 2023
- H. Library Board of Trustees minutes from November 14, 2023
- I. Plan Commission minutes from November 27, 2023
- J. Finance Committee minutes from November 27, 2023
- K. RDA minutes from November 29, 2023
- L. Public Safety minutes from December 6, 2023
- M. Public Works minutes from December 12, 2023
- N. Tourism minutes from December 14, 2023

## 7. COMMUNICATION & RECOMMENDATIONS

- A. December Employee Recognitions
- B. Watertown Fire Department Monthly Report for November
- C. City-Wide Flood Control Master Plan

## 8. NEW BUSINESS

A. Review and take action: Committee appointments

#### 9. ACCOUNTS PAYABLE

A. Accounts Payable

### 10. MISCELLANEOUS BUSINESS

- A. Payroll Summary November 15, 2023 through November 28, 2023
- B. Cash and Investments November 30, 2023

#### 11. LICENSES

- A. Memo to Council
- B. Review and take action: Application for a "Class A" Malt and Liquor License from Liberty Square Gas Station Inc DBA Refuel Pantry Watertown (Lakhbir, Singh, Agent) located at 1429 E. Main Street
- C. Review and take action: application for Temporary Class "B" License from Watertown Riverfest Inc. for Watertown Riverfest located at 812 Labaree St (Riverside Park) on August 8 through August 11, 2024
- D. Review and take action: application for operator's license from Karisa Fendt

#### 12. ORDINANCES

A. Ord. 23-26 - Repeal and recreate Chapter 545, Subdivision of Land, of the City of Watertown General Ordinances (Sponsor: Mayor McFarland From: Plan Commission, 2nd Reading)

## 13. RESOLUTIONS

- A. Exh. 9565 Resolution to recognize the retirement of Director of Public Works, Jaynellen Holloway (Sponsor: Mayor McFarland )
- Exh. 9566 Resolution to Enter into the 2024-2025 Agreement between the City of Watertown and Local 877 of the International Association of Fire Fighters, AFL-CIO-CLC (Sponsor: Mayor McFarland From: Finance Committee)
- C. Exh. 9567 Resolution to approve State Municipal Financial Agreement Revision #2 for Reconstruction of Cole Memorial Bridge (Sponsor: Mayor McFarland From: Finance Committee)
- D. Exh. 9568 Resolution to Enter into a Lease for an Airport Hangar Located at 1748 River Drive, PIN: 291-0815-0931-001 (Sponsor: Mayor McFarland From: Plan Commission)
- Exh. 9569- Resolution to Enter into a Lease for an Airport Hangar Located at 1753-A River Drive, PIN: 291-0815-0931-001 (Sponsor: Mayor McFarland From: Plan Commission)
- F. Exh. 9570 Payroll Resolution for 2024 (Sponsor: Mayor McFarland From: Finance)
- <u>G.</u> Exh. 9571- Resolution to Amend 2023 Fund 01 Budget (Sponsor: Mayor McFarland From: Finance Committee)
- H. Exh. 9572 Resolution to add Employee Driver Policy to the City Employee Handbook (Sponsor: Mayor McFarland From: Finance)

## 14. COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT

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

### 15. ADJOURNMENT

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

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

## Common Council Minutes Tuesday December 5, 2023

Mayor McFarland called the regular meeting of the City of Watertown Common Council to order at 7:00 p.m. on Tuesday, December 5, 2023. This meeting was open for attendance in the council chambers as well as virtually.

## **ROLL CALL**

Roll call indicated the following Alderpersons present: Ald. Lampe, Board, Bartz, Blanke, Smith, Schmid, Wetzel and Moldenhauer. Absent was Ald. Davis. City staff present were City Attorney Steven T. Chesebro, Fire Chief Travis Teesch, Deputy Fire Chief Rauterberg, Police Chief Robert Kaminski, Finance Director Mark Stevens, Streets Superintendent Stacy Winkelman, Public Works Director Jaynellen Holloway, Assistant Engineer Andrew Beyer, and City Clerk Megan Dunneisen.

#### PLEDGE OF ALLEGIANCE

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

## **MINUTES OF PRECEDING MEETING**

Mayor McFarland inquired if there were additions or corrections to minutes of the Common Council meeting held Tuesday, November 21, 2023. There being none, minutes were accepted as presented.

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

No comments were received.

## **PUBLIC HEARING**

Mayor McFarland opened the public hearing for a Request by Rolf C. & Sandra J. Thornquist for Attachment of Real Estate by Boundary Adjustment for 1523 Prospect Street from the Town of Emmet to the City of Watertown at 7:03pm, there being no comment Mayor McFarland closed the public hearing at 7:03pm.

## **REPORTS**

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

The following reports were received and filed: Senior Center Advisory Board minutes from August 15, 2023, Transit Commission minutes from September 25, 2023, Park, Recreation, and Forestry minutes from October 16, 2023, Bentzin Family Town Square Commission minutes from November 1, 2023, Site Plan Review minutes from November 13, 2023, Public Safety minutes from November 16, 2023, Public Works minutes from November 28, 2023.

### **COMMUNICATIONS & RECOMMENDATIONS**

Mayor McFarland gave Recognition to Public Works Director Jaynellen Holloway on her retirement. Melissa Lampe gave a presentation on Main Street Program updates. Vandewalle & Associates gave a presentation on the Landscape Architect Design Work for 2028 Main Street Reconstruction.

#### **NEW BUSINESS**

Ald. Blanke made a motion to appoint the list of Election Inspectors for the 2024-2025 Election Term, seconded by Ald. Bartz and carried by unanimous voice vote.

Ald. Smith made a motion to approve Tom Finnel for a second six-year term ending June 2029 and Jerry Hepp to a first six-year term ending November 2029 to the Airport Commission, seconded by Ald. Board, and carried by unanimous voice vote.

## **ACCOUNTS PAYABLE**

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

Certified accounts were presented. Ald. Moldenhauer moved to pay all certified accounts, seconded by Ald. Wetzel, and carried by roll call vote: Yes-8; No-0; Abstain-0.

## **MISCELLANEOUS BUSINESS**

Credit Card Purchases Over \$10,000 and Payroll Summary - November 1, 2023 - November 14, 2023 were presented.

## **ORDINANCES**

Ord. 23-25 - Attachment of Real Estate by Boundary Adjustment from the Town of Emmet to the City of Watertown (Sponsor: Mayor McFarland From: Plan Commission, 1st and 2nd reading). Ald. Lampe moved for adoption of ordinance 23-25 on its 1st reading, seconded by Ald. Smith and carried by roll call vote: Yes-8; No-0; Abstain-0. Ald. Smith made a motion to suspend the rules to combine the 1st and 2nd readings of ordinance 23-25, seconded by Ald. Moldenhauer and carried by roll call vote: Yes-8; No-0; Abstain-0. Ald. Lampe made a motion to adopt ordinance 23-25 on the 2nd reading, seconded by Ald. Smith and carried by roll call vote: Yes-8; No-0; Abstain-0

Ord. 23-26 - Repeal and recreate Chapter 545, Subdivision of Land, of the City of Watertown General Ordinances (Sponsor: Mayor McFarland From: Plan Commission, 1st Reading). Ald. Blanke moved for adoption of ordinance 23-26 on its 1st reading. This ordinance clears up code from recent legislative changes. Motion seconded by Ald. Bartz 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. 9561 - Resolution to apply for Capital Grant from Department of Transportation for Fleet Purchases for Shared-Ride Taxi Service (Sponsor: Ald. Schmid From: Transit Commission). Ald. Schmid moved to adopt resolution 9561, seconded by Ald. Moldenhauer and carried by unanimous voice vote.

Exh. 9562 - Resolution to apply for Operating Grant from the Department of Transportation for Shared-Ride Taxi Service (Sponsor: Ald. Schmid From: Transit Commission). Ald. Schmid moved to adopt resolution 9562, seconded by Ald. Wetzel and carried by unanimous voice vote.

Exh. 9563 - Resolution to enter into lease with Passenger Transit Inc. for Shared-Ride Taxi Service Vehicles (Sponsor: Ald. Schmid From: Transit Commission). Ald. Schmid moved to adopt resolution 9563, seconded by Ald. Bartz and carried by unanimous voice vote.

Exh. 9564 - Resolution to approve Fire and EMS Contract with the Watertown Rural Fire Department representing the Town of Emmet, Town of Milford, Town of Shields, and Town of Watertown. (Sponsor: Mayor McFarland From: Finance Committee). Ald. Bartz moved to adopt resolution 9564, seconded by Ald. Schmid and carried by roll call vote: Yes-8; No-0; Abstain-0.

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

No comments were received.

## **ADJOURNMENT**

There being no further business to come before the Council at this time, Ald. Lampe moved to adjourn, seconded by Ald. Board, and carried by voice vote at 8:07p.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

## Police and Fire Commission Regular Meeting Minutes October 9, 2023 4:00 PM

Present: Jim Schildbach, Cassandra Wagner, Brad Kuenzi, Nikki Salas Also Present: : Deputy Fire Chief Tony Rauterberg, Assistant Police Chief Ben Olson Police Chief Robert Kaminski, Fire Chief Travis Teesch

Meeting was called to order at 4:00 PM

The Minutes of the meeting on September 11, were reviewed. Mr Schieldbach moved to approve the minutes of the meetings as printed, second by Ms Wagner, motion carried all aye

Fire

Deputy Fire Chief Rauterberg Gave the monthly review with run calls and training statistics also passed out the August report for review.

Chief Teesch Gave an employee update and a review of the probationary employees.

Police

Assistant Chief Olson Gave the monthly training and activity report.

Probationary Officers are progressing as expected, Department is currently at full staff

.At 4:40 Ms Wagner made a motion to move to closed session to discuss personal matters. This was 2<sup>nd</sup> by Mr Schieldbach (19.85)1 (c) motion carried. carried on roll call vote, all aye.

Motion to adjourn was made at 5:20 by Ms Wagner, second by Mr Schildbach, motion carried.

Next Regular meeting is scheduled for November 13, 2023

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

Submitted by,

Kelly Kwapil, Secretary

# PLAN COMMISSION MINUTES October 23, 2023

The Plan Commission met on the above date in the council chambers.

The following members were present: Mayor McFarland, Blanke, Holloway, Konz, Krueger, Lampe, Talaga (virtual), Zirbes, Beyer

Also in attendance: Sonya Kruesel of Vandewalle and Associates

- 1. Call to order (4:30pm)
- **2. Approval of Minutes** (A and B voted on jointly)
  - A. Plan Commission minutes September 25, 2023
  - B. Plan Commission minutes October 02, 2023

Motion to approve both the September 25<sup>th</sup> and October 2<sup>nd</sup> minutes was made by Halloway and seconded by Konz, passed on unanimous voice vote.

#### 3. Business

A. Initial Review and Set Public Hearing Date: Chapter 545 Repeal and Recreation

Andrew Beyer introduced Sonya Kruesel of Vandewalle and Associates to present the recreation of Chapter 545 of the municipal code which had last been updated in 1998.

The code needs to be brought up to current standards due to statutory changes.

Motion was made by Blanke and seconded by Halloway to approve CSM, passed on a unanimous voice vote.

B. Review and take action: Correction of Town of Emmet Annexation Ordinance

Brian Zirbes brought this to the commission to correct the error in the legal description of a plot of land that was annexed by the city.

Motion was made by Krueger and seconded by Lampe to forward the correction, passed on a unanimous voice vote.

C. Discussion: Amendment of Emmet Boundary Agreement – Possible Changes and Priorities

The commission discussed the Emmet boundary agreement and what direction it would like to take. No action was taken at this time.

All materials discussed at this meeting can be found at:

 $\frac{https://cms4files.revize.com/watertownwi/October\%2023,\%202023\%20Plan\%20Commission\%20Meeting\%20Packet.pdf}{acket.pdf}$ 

#### 4. Adjournment

Motion to adjourn was made by Halloway and seconded by Lampe and passed on a unanimous voice vote.

Respectfully Submitted,

Alderman Brad Blanke



#### LICENSING BOARD MEETING MINUTES

## WEDNESDAY, NOVEMBER 08, 2023 AT 4:30 PM

## WATERTOWN MUNICIPAL BUILDING - 106 JONES STREET, ROOM 0041

The Licensing Board met on the above date and time in person at the Municipal Building 106 Jones St. in Room 0041 and via GoToMeeting. The following members were present: Mayor McFarland, Ald. Blanke, Cheri Martin, and Erin Schroeder. Absent was Ald. Smith. Staff present were: Police Chief David Brower, City Attorney Steven Chesebro, and City Clerk Megan Dunneisen.

1. CALL TO ORDER Mayor McFarland called the meeting to order at 4:30pm

#### 2. REVIEW AND APPROVE MINUTES

A. Martin made a motion to approve the Licensing Board minutes from October 25, 2023, seconded by Schroeder, and carried unanimous voice vote.

#### 3. BUSINESS

- A. Martin made a motion to approve the application for a "Class B" Malt and Liquor License from Saldivar Food Service LLC (Luis Saldivar, Agent) located at 1727 S. Church Street, seconded by Ald. Blanke. Mr. Saldivar was present and informed that they were still in the process of getting a contract in order. Motion was unanimously approved by voice vote with conditions of Mr. Saldivar providing the rights to the property and passed inspections by required departments.
  - (Mayor McFarland asked if there would be any objections to moving Item E, F, G before item B. There were none.)
- E. Schroeder made a motion to Convene into Closed Session pursuant to Wis. Stats. 19.85(1)(b) Considering licensing or discipline of any person licensed by a board or commission or the investigation of charges against such a person, and the taking of formal action on any such matter; provided that the person licensed is given actual notice of an evidentiary hearing which may be held prior to final action being taken and of any meeting at which final action may be taken. The notice shall contain a statement that the person has the right to demand the evidentiary hearing or meeting be held in open session. This closed session does not apply to any such evidentiary hearing or meeting where the person licensed requests that an open session be held to discuss specific licenses: Application for operator license: Rebecca L Kieffer, seconded by Ald. Blanke and carried by roll call vote: Yes-4 (Schroeder, Martin, Blanke, McFarland); No:0.
- F. Schroeder made a motion to reconvene to open session, seconded by Martin and carried by unanimous voice vote.
- G. Ald. Blanke made a motion to approve the application for an operator's license from Rebecca L. Kieffer only to be used at Illuminus (Marquardt) properties in Watertown, seconded by Mayor McFarland and carried by unanimous voice vote.
- B. Ald. Blanke made a motion to Convene into Closed Session pursuant to Wis. Stats. 19.85(1)(b) Considering licensing or discipline of any person licensed by a board or commission or the investigation of charges against such a person, and the taking of formal action on any such matter; provided that the person licensed is given actual notice of an evidentiary hearing which may be held prior to final action being taken and of any meeting at which final action may be taken. The notice shall contain a statement that the person has the right to demand the evidentiary hearing or meeting be held in open session. This closed session does not apply to any such evidentiary hearing or meeting where the person licensed requests that an open session be held to discuss specific licenses: Application for operator license: Sally M Samano,

- seconded by Schroeder and carried by roll call vote of Yes: 4 (Blanke, McFarland, Schroeder, Martin); No:0.
- C. Schroeder made a motion to reconvene to open session, seconded by Mayor McFarland and carried by unanimous voice vote.
- D. Ald. Blanke made a motion to deny the application for operator's license from Sally M Samano due to false to missing information, either intentional or unintentional on the license application, seconded by Martin and carried by unanimous voice vote.
- H. Review Special Events from Clerk's Office was presented.
- I. Review Operator's List from Clerk's Office was presented.
- J. Review Police Report from Police Department was presented.
- **4. ADJOURNMENT** Schroeder made a motion to adjourn at 5:28pm, seconded by Martin and carried by unanimous voice vote.

Respectfully submitted,

Megan Dunneisen, City Clerk

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

## Watertown Tourism Commission Meeting Minutes November

Section 6, Item D.

The following Tourism Commission members were present via Zoom Meeting or in person at Watertown City Hall: Aaron David, Kristine Butteris, Cheryl Mitchell, Conrad Talaga

Also present; Robin Kaufmann Tourism Manager, Chamber of Commerce Executive Director Bonnie Hertel, City Council Member Steven Board and Jonathan Lampe. Sheri Rohr Deputy Treasurer and Mark Stevens Finance Director.

- 1. The meeting was called to order by Aaron David at 8:08 am.
- 2. Review & Approve September minutes. Motion to approve made by Conrad Taluga and seconded by Cheryl Mitchell. The Commission voted to approve the minutes. No Tourism Commission meeting in October.

## 3. Old Business:

- a. Financial Report: The motion to approve the September and October financials was made by Cheryl Mitchell and seconded by Conrad Talaga. The Commission voted to approve the financials.
  - b. Marketing Plan review and take possible action on marketing plan.
    - 1. 2023 Visitor Guides: Nothing new to report
    - 2. Ad opportunities Nothing new to report
    - 3. Video production Only finishing touches are left to complete. The video will be ready by or before January.
  - c. Review and take possible action on Mural Restoration projects: The Pine Hill mural is complete, and the installation is on-going. A ribbon cutting ceremony will be planned shortly.
  - d. Hotel Stay updates; Local occupancy continues to be flat compared to last year on weekends. Weekdays are 5-10% less occupancy compared to last year. The local market occupancy is approximately 10% below Wisconsin as a whole. Thanksgiving occupancy is forecasted to be higher than last year. The first and second weekend in December are forecasted to be higher occupancy compared to 2022.

#### 4. New Business

- a. Discuss and take possible action on room tax collection. Current challenges to tax revenues include inconsistent occupancy since Covid resulting in lower revenues. All hospitality entities are not all paying on time or on a consistent basis. Less tax revenue over time makes it difficult to complete the Commission's objectives. The maximum City Room tax percentage allowed is 8% which is consistent with other municipalities surrounding Watertown other than Jefferson and Beaver Dam at 5%. The Commission will discuss making a recommendation to the city for a potential tax percentage increase at the December meeting.
- b. Discuss and take possible action on Chamber of Commerce Tourism Agreement: The current agreement will remain in place and procedures will proceed as normal. The action will be put on the December agenda.
- c. Discuss and take possible action on 2024 Tourism Guide: The 2024 Tourism Guide will cost \$5520 + tax. A motion to approve the creation of the guide and cost was made by Kristine Butteris and seconded by Conrad Taluga. The Commission voted to approve the motion.
- d. Discuss and take possible action on Jingle Bell on the Rock grant application. The event will take place on Saturday December 2<sup>nd</sup> and will have various holiday related activities. A motion to approve the \$1000 grant was made by Kristine Butteris and seconded by Conrad Taluga. The Commission voted to approve the funds.

Section 6, Item D.

- e. Discuss and take possible action on 2024 Watertown Riverfest involvement. Concerns regarding the Tourism Manager's number of hours consumed by the planning of the Riverfest event were raised by the Commission. The workload is not sustainable for another year considering the many duties the Tourism Manager must complete for year-round events.
- f. Discuss and take possible action on 2024 Budget Proposal: A motion to approve and send the 2024 Budget to the City was made by Kristine Butteris and seconded by Conrad Taluga. The Commission voted to approve the 2024 budget.
- g. Review Manager's report on the previous month's tasks See attached report.
- h. Commission Member's report: Tree Lighting on 11/16 at the Town Square. 12/2 Jingle Bell on the Rock / December 9 Watertown Blue Review Dance Competition / Christmas CP Train event in Watertown on December 4<sup>th</sup>.

Adjournment – Motion to adjourn the meeting at 9:28 was made by Conrad Taluga and seconded by Cheryl Mitchell.

## Agenda items:

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

The next meeting will be at 8:00 am December 14, via Zoom or you may attend in person at Watertown City Hall NOTE: These minutes are uncorrected, and any corrections made thereto will be noted in the proceedings at which these minutes are approved.

Submitted by, Cheryl Mitchell, Secretary

## Manager's Report – October

Section 6, Item D.

## Social Media Report

Facebook: 100 new page likes (5832 likes/6560 followers) (Post reach 144,801)

Visitwatertownwi.com: 340 Views by 307 visitors

**Instagram: 1 new follower (1001 followers)** 

- Regularly posted to social media (Watertown, Dodge County, Jefferson County)
- Wrote blog articles for JCATC
- Attended JCATC Exec Committee Meeting and Board Meeting
- Attended Main Street Promotions Committee Meeting
- Represented Tourism at Wake-up Watertown
- Worked with web designer on visitwatertownwi.com bid.
- Worked with photographer on tourism video bid.
- Attended Chamber Annual Dinner planning meeting.
- Attended Chamber Board Meeting
- Visited businesses/events to take photos for future promos:
  - Blocktoberfest
  - o Witch's Brew BINGO
  - o Pumpkin Palooza
  - o KFC
  - o Pizza Hut
  - o Riverside Park
  - Chandler House Bakery
- Represented Tourism at Chamber member ribbon cuttings.
  - o KFC
  - o Pizza Hut
  - o Wilder's Plants & More
  - o Chandler House Bakery

# PLAN COMMISSION MINUTES November 13, 2023

The Plan Commission met on the above date in the Council Chambers.

**The following members were present:** Mayor McFarland, Alderman Blanke, Halloway, Krueger (virtual), Lampe (virtual @4:35), Talaga, Zirbes, Beyer.

Also in attendance: Pat Caine and G. R. Lyons.

- 1. Call to order (4:30pm)
- 2. Approval of Minutes
  - A. Plan Commission minutes September 25, 2023

Motion to approve was made by Halloway and seconded by McFarland, passed on unanimous voice vote.

#### 3. Business

A. Review and Take Action: W5245 Navan Road – Extraterritorial Certified Survey Map (CSM)

Brian Zirbes presented the request for a CSM for W5245 Navan Road.

Motion was made by Blanke and seconded by Talaga to approve CSM, passed on a unanimous voice vote.

B. Review and take action: W6911 Silver Creek Road – Extraterritorial Certified Survey Map (CSM)

Brian Zirbes presented the request for a CSM for W6911 Silver Creek Road.

Motion was made by Blanke and seconded by Halloway, passed on a unanimous voice vote.

**C. Review and take action:** W6911 Silver Creek Road – Remodel of redi-mix plant and construction of aggregate storage building

The commission discussed the changes to be made to the former Dodge Concrete facility now owned by Lycon

Motion made to approve the changes and updates to the facility made by McFarland and seconded by Halloway, passed on a unanimous voice vote.

D. Review and take action: 903 Oak Street & 905 Oak Street - Condominium Plat

Brian Zirbes presented the request to convert 903 and 905 Oak Street to a Condominium Plat.

Motion made to approve the change made by Halloway and seconded by Talaga, passed on a unanimous voice vote.

**E. Reset Public Hearing Date:** Correction of Town of Emmet Annexation Ordinance – originally set for November 21<sup>st</sup>, change to December 5th

Brian Zirbes presented the need to change the date due to the required notification time.

Motion was made by Halloway and seconded by Talaga to change the date, passed on a unanimous voice vote.

**F. Review and take action:** Accept public improvements through final completion for Hepp Heights Phase III Subdivision

Andrew Beyer outlined the request for approval of the dedication of subdivision improvements through final completion for Hepp Heights Phase III.

Motion was made by Blanke and seconded by Halloway to forward the approval resolution to the common council, passed on a unanimous voice vote.

**G. Review and take action:** Accept public improvements through final completion for Grandview Heights Addition No. 7 Subdivision

Section 6, Item E.

Andrew Beyer outlined the request for approval of the dedication of subdivision improver final completion for Grandview Heights Addition No. 7 Subdivision.

Motion was made by McFarland and seconded by Halloway to forward the approval resolution to the common council, passed on a unanimous voice vote.

All materials discussed at this meeting can be found at:

https://mccmeetings.blob.core.usgovcloudapi.net/watertwnwi-pubu/MEET-Packet-581b2831b100485ca0bd222400909fec.pdf

## 4. Adjournment

Motion to adjourn was made by Blanke and seconded by Talaga and passed on a unanimous voice vote. (4:54pm)

Respectfully Submitted,

Alderman Brad Blanke



# FINANCE COMMITTEE MEETING MINUTES

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

# MONDAY, NOVEMBER 13, 2023, AT 5:30 PM

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

Others present: Finance Director Stevens, Attorney Chesebro, Fire Chief Teesch, PW Director Holloway, Lisa Schwartz

- 1. Call to order. Mayor McFarland called the meeting to order at 5:30 p.m.
- 2. Ald. Bartz, supported by Ald. Davis, motioned to **approve the minutes** from the meetings of **October 23**, **November 1**, and **November 2**. Approved by voice vote.
- 3. Fire Chief Teesch presented an agreement with **Town of Milford to provide EMS services** in 2024. Ald. Lampe, seconded by Ald. Moldenhauer, moved to send a recommendation to the Council for approval. Approved by voice vote.
- 4. Water Systems Manager Hartz recommended that **Scott Blasing** move from G/S I5 to G/S I/6, retroactive to November 1, for successful completion of a wastewater certification. A motion was made by Ald. Davis, seconded by Ald. Bartz, to approve. Approved by voice vote.
- 5. Water Systems Manager Hartz recommended that **Dan Schultz** move from G/S K4 to G/S K6, retroactive to November 1, for successful completion of two wastewater certifications. A motion was made by Ald. Lampe, seconded by Ald. Moldenhauer, to approve. Approved by voice vote.
- 6. A policy amendment for **Chapter 2.1 Recruitment Section 6 and Section 7** was presented by Attorney Chesebro. Discussion provided input for suggested changes. Mr. Chesebro will incorporate suggestions and return to a future meeting.
- 7. Ms. Schwartz presented a memo that discussed market analysis for the classification of Director of Public Works. The City is currently challenged with no applicants for this vacancy. The consensus of the committee was to continue the position posting with a removed wage range and to evaluate the costs of a professional search firm to help.
- 8. Finance Director Stevens presented a recommendation for an **overhaul of the purchasing policy**. Suggested changes were provided which will be incorporated for future approval.
- 9. The Fund 01 income statement through October 2023 was provided to the committee.
- 10. Ald. Moldenhauer moved, supported by Ald. Lampe, to convene into closed session per Wis. Stat. Sec. 19.85(1)(g) to confer with legal counsel of the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. (Baron v. city of Watertown)(Byers v. City of Watertown). The committee unanimously approved to move to closed session per roll call vote.
- 11. The committee reconvened into open session.
- 12. Ald. Davis moved, supported by Ald. Lampe, to convene into **closed session** per Wis. Stat. Sec. 19.85(1)(g) to confer with legal counsel of the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. (**Claim for Refund/Adjustment of 2022 Property Taxes re: Wis-Pak,**

**Inc** [401 Dayton St and 860 West St]). The committee unanimously approved to move to closed session per roll call vote.

- 13. The committee reconvened into open session.
- 14. Adjournment. Ald. Bartz moved to adjourn at 6:29 pm, seconded by Ald. Lampe, 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.

## Police and Fire Commission Regular Meeting Minutes November 13, 2023 4:00 PM

Present: Jim Schildbach, Cassandra Wagner, Brad Kuenzi, Kelly Kwapil

Also Present: Deputy Fire Chief Tony Rauterberg, Police Chief David Brower Fire Chief Travis Teesch

Meeting was called to order at 4:00 PM

#### Police

Chief Brower Gave the monthly training and activity report.

Probationary Officers are progressing as expected. There are multiple vacations planned for the remainder of the year and the Department will fill shifts accordingly. Department will start to proceed with the promotion and hiring process to fill in for the open spots created by Chief Browers promotion.

#### Fire

Deputy Fire Chief Rauterberg Gave the monthly review with run calls and training statistics also passed out the October report for review.

Chief Teesch Gave an employee update and a review of the probationary employees. There was also discussion about the eligibility list and the need for a hire at this time.

Ms Wagner moved to approve the eligibility list as requested by Chief Teesch. second by Mr Schieldbach, motion carried

Mr Schieldbach moved to approve the hire of the top candidate as Chief Teesch requested. second by Mr Kuenzi, motion carried

.At 4:25 Ms Wagner made a motion to move to closed session to discuss personal matters. This was 2<sup>nd</sup> by Mr Schieldbach (19.85)1 (c) motion carried. carried on roll call vote, all aye.

Motion to adjourn was made at 5:05 by Ms Wagner, second by Mr Schildbach, motion carried.

Next Regular meeting is scheduled for December 11, 2023

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

Submitted by,

Kelly Kwapil, Secretary

# WATERTOWN PUBLIC LIBRARY BOARD OF TRUSTEES MEETING - SPECIAL AGENDA MINUTES TUESDAY, NOVEMBER 14, 2023

## 100 S. WATER ST., WATERTOWN, WI 53094 - 2ND FLOOR CONFERENCE ROOM

#### 1. CALL TO ORDER / ROLL CALL

Board President Chris Koppe called the meeting to order at 5:00 p.m. Members Present: Burke, Kohls, Koppes, O'Neil, Merfeld, Rodriguez

Members absent: Gerike, Wetzel, Oudenhoven

Staff Present: Checkai, Peerenboom

## 2. REVIEW CORRESPONDENCE

None

#### 3. CITIZENS TO BE HEARD

None

#### 4. APPEARANCES

A. Darren Shretter: Studio GC -

- Darren provided an update on the flagpole area. The different base for the flag pole is still pending to discuss.
- The library signage that is outdoor is up. We are waiting on the lights proposal. Darren gave Dustin the information and Darren will continue to follow up with Dustin.
- Miron contract-there was verification of the work Mirons' contractors had done. The
  mechanical contractor claims to have broken down every unit and that they are in
  operable condition. Darren has this claim in writing. Still pending is the requirement of an
  alarm or notification that will alert when the unit is not operating. In addition, we are
  awaiting some type of training even if it is just a list of recommendation maintenance list.

#### **5. NEW BUSINESS**

- A. Review and take action: 2024 Addendum for Bridges Library System and Cafe Agreement There was a brief explanation of what the agreement is.
- \*\*\*#MOTION 1 per Burke, seconded per Kohls to approve the 2024 Addendum for Bridges Library System and Cafe Agreement. Votes to approve: Burke, Kohls, Koppes, O'Neil, Merfeld, Rodriguez Motion Carries.
- B. Review and take action: 2024 library holiday and CE Team Education dates There was a brief discussion about what days were staying open or closed.
- \*\*\*#MOTION 2 per O'Neil, seconded per Merfeld to approve the 2024 library holiday and CE Team Education dates. Motion approved per voice acclimation.
- C. Discuss and take action: Onboarding library cataloger
- \*\*\*#MOTION 3 per Koppes, seconded per Rodriguez to onboarding library cataloger Danielle at a rate of \$18.09 effective Nov. 15, 2023, with full benefits. Votes to approve: Burke, Kohls, Koppes, O'Neil, Merfeld, Rodriguez Motion Carries.

## 6. UNFINISHED BUSINESS

A. Discuss with possible action: Memorandum of Understanding

A discussion was had. The Board President Koppes will communicate on behalf of the Board with the city.

No action was taken.

B. 2024 Budget: Review 2024 library budget

A discussion of the highlights of the budget was had.

No action was taken.

C. Discuss with possible action: Step and grade designations for recently reviewed library descriptions for library team members

Finance recently met and broke apart questions that will be made about the chart with grades and steps. Lisa S. is in the loop. The Board President Koppes will report back to the board when he receives the answers to those questions.

No action was taken.

D. Discuss with possible action: Miron Construction contract

President Chris Koppes tabled D. Discuss with possible action: Miron Construction contract for the December meeting.

## 7. DIRECTOR'S REPORT

A. Review and discuss: Monthly highlights, budget figures and statistics

Peg shared that they were onboarding Danielle, the statistics are good, Merfeld and the foundation held a preschool camp, they are working on the end-of-year reviews, the team goal to elevate patrons' experience, and there was an overdraw in the budget that was expected in the health insurance.

#### 8. TRUSTEE'S REPORT

- A. Discuss: library-related topics in an official capacity with possible suggestions for the December board meeting
  - Peg is to get a quote on an industrial outlet. (Keeping in mind the liability insurance)
  - Programming (overlapping services)
  - Library Board Development (Possible funding from grants)
  - Succession for Board President

### 9. PRESIDENT'S REPORT

A. Discuss and review: Contacts in an official capacity

There were email exchanges regarding the MOU expectations. The Board President will follow up.

#### 10. PERSONNEL AND POLICY

The annual process of the director review related to Peg's review needs to be sent out. President Koppes notified O'Neil to communicate with Oudenhoven to get that going.

## 11. REVIEW AND TAKE ACTION ON CONSENT AGENDA ITEMS

- A. Minutes: Library Board of Trustees October 12, 2023
- B. Minutes: Library Board of Trustees-Finance Committee October 9, 2023
- C. Library expenditures and finances
- D. Library expansion expenditures

\*\*\*MOTION #3 per Burke, seconded per Kohls to approve the consent agenda. Votes to approve: Burke, Kohls, Koppes, O'Neil, Merfeld, Rodriguez Motion Carries.

## 12. ADJOURNMENT

\*\*\*MOTION #4 per O'Neil, seconded per Rodriguez to adjourn at 5:56 p.m. Motion approved per voice acclimation.

These meeting minutes are uncorrected and stand as such until approved at the next Board of Trustees Meeting.

Respectfully submitted, Mariela Rodriguez, Board Trustee Member

A. Next meeting date: December 14, 2023

# PLAN COMMISSION MINUTES November 27, 2023

The Plan Commission met on the above date in the Council Chambers.

The following members were present: Mayor McFarland, Alderman Blanke, Krueger, Lampe, Talaga (virtual @4:33), Zirbes, Beyer.

Also in attendance: Mason Becker, Sonja Kruesel, Ruth Mack, Maureen McBroom, Andrew Beyer, Jeff Baum (virtual).

1. Call to order (4:30pm)

#### 2. Approval of Minutes

#### A. Site Plan Review minutes November 13, 2023

Motion to approve was made by Lampe and seconded by Konz, passed on unanimous voice vote.

#### 3. Business

**A. Review and Take Action:** 1748 River Drive hangar lease (together with B)

Review request for lease for 1748 River Drive. Lease is required because the hangar is on city land. Motion was made by Krueger and seconded by Lamper to approve the lease, passed on a unanimous voice vote.

**B.** Review and take action: 1753-A River Drive hangar lease (together with A)

Review request for lease for 1753-A River Drive. Lease is required because the hangar is on city land. Motion was made by Krueger and seconded by Lamper to approve the lease, passed on a unanimous voice vote.

# C. Review Downtown River Corridor Opportunity Analysis RFP

Mason Becker presented the Downtown River Corridor strategic development plan to be paid for by the RDA. This was for information only and no action was taken.

**D.** Initial Review and set public hearing date for Comprehensive Plan Amendments: 1110 and 1111 S. Tenth Street – from Planned Mixed Use to Mixed Industrial, 1310 Allwardt St. – from Institutional to Milti-Family Residential, and Comprehensive Plan Figure 7.7 – text change.

Brian Zirbes combined the three requests into one to save the city from having to advertise the opening of our zoning code multiple times. S. Tenth Street will be reestablishing a recycling center and salvage yard at this location. Allwardt St. was zoned for a new school and has been changed to have a multifamily development on this site. Figure 7.7 is a housekeeping item to give the Plan Commission more flexibility when considering PUDs.

Motion made to approve the change made by Blanke and seconded by Krueger, passed on a unanimous voice vote.

- E. Initial review and set public hearing date for Zoning Text Amendment: Amend Chapter 550-53D Zoning.

  Brian Zirbes presented the need to change the code to allow a reduced setback with a CUP to allow for less than 100' provided the use is consistent with the comprehensive plan.
  - Motion was made by Krueger and seconded by Lampe to set the public hearing date for January 16<sup>th</sup>, passed on a unanimous voice vote.
- F. Review public hearing comments and make recommendation to Council: Chapter 545, Subdivision of Land.

Section 6, Item I.

There were no comments at the public hearing. Andrew Beyer was present to answer any from the commission.

Motion was made by Blanke and seconded by Krueger to forward the ordinance to repeal and replace Chapter 545 to the common council, passed on a unanimous voice vote.

All materials discussed at this meeting can be found at:

https://cms4files.revize.com/watertownwi/November%2027,%202023%20Plan%20Commission%20Meeting%2 <u>OPacket.pdf</u>

## 4. Adjournment

Motion to adjourn was made by Lampe and seconded by McFarland and passed on a unanimous voice vote. (5:09pm)

Respectfully Submitted,

Alderman Brad Blanke



# FINANCE COMMITTEE MEETING MINUTES

# **MONDAY, NOVEMBER 27, 2023, AT 5:30 PM**

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

Members present: Mayor McFarland, Alderpersons Bartz, Davis, Lampe, and Moldenhauer Others present: Finance Director Stevens, Attorney Chesebro, Fire Chief Teesch, Street Operations Manager Winkelman, Assistant Engineer Beyer, Andrea Peters

- 1. Call to order. Mayor McFarland called the meeting to order at 5:29 p.m.
- 2. Fire Chief Teesch presented an agreement with the **towns of Emmet, Milford, Shields, and Watertown to provide EMS services** in 2024. Ald. Moldenhauer, seconded by Ald. Davis, moved to send a recommendation to the Council for approval. Approved by voice vote.
- 3. A Water Department hire request was not made, so no action was taken.
- 4. Street Operations Manager Winkelman presented a request to **purchase a one-ton dump truck** from Badger Chevy (Lake Mills) for \$80,600 [\$37,500 from 05-54-11-70 and \$43,100 from 17-58-17-60]. The \$5,600 amount over the approved budget will be posted in Fund 17 [Solid Waste] where funds are available due to underspending of other purchases. Ald. Lampe made the motion, supported by Ald. Bartz, to proceed. Approved by voice vote.
- 5. Ms. Peters presented a summary list of **EMS billing that is uncollectible** (deceased or determined uncollectible by WI DOR). Ald. Lampe moved to approve the write-off request, seconded by Ald. Davis. Approved by voice vote.
- 6. Assistant Engineer Beyer provided an **update on the Masonic Temple stabilization project**. One bid was received from McMullen & Pitz Construction Co, a specialist with this type of work, for \$1,782,525 for the first of two phases of work. This is less than the State of WI's earmark of \$2 million.
- 7. Ald. Moldenhauer moved, supported by Ald. Bartz, to convene into closed session per Wis. Stat. Sec. 19.85(1)(g) to confer with legal counsel of the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. (T. Wall Enterprises). The committee unanimously approved to move to closed session per roll call vote.
- 8. The committee reconvened into open session.
- 9. Adjournment. Ald. Lampe moved to adjourn at 5:53 pm, seconded by Ald. Bartz, and carried by unanimous voice vote.

Respectfully submitted.

Mark Stevens, Finance Director

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

Turning Opportunity into Results

#### Wednesday, November 29, 2023

6:00 pm In-PERSON/VIRTUAL MEETING Room 0041, City Hall

### By Phone or GoToMeeting:

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

For the Public, Members of the media and the public may attend by

calling: (US) +1 (872) 240-3412 Access Code: 471-703-029

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

during the public comment period where applicable.

#### **RDA STRATEGIC PRIORITIES**

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

#### **AGENDA**

- Pledge of Allegiance
- 2. Roll Call
  - A. Present: Becker, Bartz, Hurtgen (virtual), Lampe, Maas, Nowatka (virtual), and Wagner
  - B. Absent: Zimmermann
  - C. Also Present: Mueller, Mark Stevens, Community Caller (virtual)
- 3. Determination of Quorum and Call to Order at 6:04 pm
- 4. Review/Approve: Minutes of Previous Meetings October 18, 2023
  - A. Bartz motioned to approve October 18, 2023 Minutes.

Wagner seconded the motion. Motion carried unanimously.

- 5. Public Comment: None
- 6. Business:
  - A. Jacob Maas appointed to board.
  - B. Downtown River Corridor RFP draft is completed.

Becker met with Plan Commission & Public Works to review the RFP.

Becker will email document to the Board for comment and then finalize.

TIMELINE: RFP sent out for bid in January 2024.

- 7. Business:
  - A. Stevens reported financials/budget were entered into the system.

Reviewed Town Square financials noted State grants were run through the City (Fund 5).

Waiting for some Grant monies (\$514,000). Those funds will be collected by City.

Becker is following with donors. Estimated balance of \$550,000 remaining in Town Square fund.

- 8. Status Reports:
  - A. Community Support/Communication
    - 1. Social media/web analytics reviewed.
    - 2. A Mid-America EDC (Economic Development Corporation) Economic Placemaking award was received for Watertown's Main Street. Mid-America EDC Conference is Nov. 29-Dec. 2. The award will be announced to the public once the conference is over.

- 3. This is Mueller's last RDA Meeting. Her contract ends on 12/15/23. She noted an 8 month assignment turned into 4 years. She's proud of the work the RDA accomplished and was honored to help share the stories.
- B. Common Council Update
  - 1. Bartz Police and Fire Department contracts negotiated and accepted.
  - 2. Fire Department construction updates. Approved spend of \$14 M for the building.
  - 3. Budget passed. Smallest tax increase in 10 years.
  - 4. Lampe Gave positive bridge repair update.
  - 5. Public Safety Revising Special Events Policy affects the Town Square. He noted that Public Safety opened Water Street. Santa's House, Holiday Displays will be moved when street is reopened.
- C. Executive Director Update
  - 1. Town Square Update (refer to 7A)
    - a. History Wall Becker is working with Sign Art to coordinate History Wall completion. They say it will be finished in December and delivered. Wall will be placed in storage and installed after bridge completed (2024).
    - b. Damaged and replacement Town Square plaques. Sign Art is still working on them (order placed May 2023). Sign Art looking for new supplier.
  - 2. 111 S. Water Street update. TWall still has possession of land. Becker is receiving inquiries on the parcel from developers.
  - 3. Revolving Loan Fund: Loan paperwork completed for Dan Rahfaldt property. Waiting for information from Budget Print to complete loan paperwork.
    - a. Fund has approximately \$100,000 to lend. Program will be remarketed in January 2024.
  - 4. Update on Beltz Grants
    - 1. Heros for Heros (check presentation) w/Dr. Beltz.
    - 2. Central Block completed front door and awnings.
    - 3. Jingle Bell on the Rock to be held 12-2-23.
    - 4. New round of funding will be advertise in January 2024.
  - 5. RDA background/history video narrated by Becker was played. Will be posted on RDA website. Wagner suggests the video to be shown to Council.
  - 6. ARPA funds. Becker received a number of inquiries. Working with THRIVE for the possibility of additional funds for recipients.
  - 7. Future Agenda Focus: Ideas? E-mail Mason.
  - 8. Next Meeting: Wednesday, December 20 at 6:00 PM
- 9. Adjournment at 6:58 pm

Bartz motioned to adjourn, Maas seconded the motion. Motion carried unanimously. Meeting adjourned.

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

December 6, 2023 5:00 p.m.

#### 1. CALL TO ORDER

Members Present	Also in Attendance	Citizens Present
<ul> <li>Dana Davis, Chair</li> <li>Brad Blanke</li> <li>Steve Board</li> <li>Eric Schmid</li> </ul>	<ul> <li>Attorney Steven Chesebro</li> <li>Chief Brower</li> <li>Assistant City Engineer Andrew Beyer</li> <li>Stacy Winkelman</li> <li>Mason Becker</li> <li>Kristine Butteris</li> <li>Steph Juhl</li> <li>Chief Teesch</li> <li>Dan Bartz</li> </ul>	Annette Bliefernicht Roger Bliefernicht Robin Kangas Melissa Lampe Bonnie Hartel Robin Kaufmann Linda Kauffeld Louse Genge Lisa Larsen Jon Holthaus Brian Konz Molly Kopplin Keith Campbell Ed Zagorski

#### 2. RECEIVE COMMENTS FROM THE PUBLIC

There were no comments from the public at this time.

## 3. APPROVAL OF MINUTES

- A. Public Safety and Welfare minutes from November 2, 2023

  Motion to approve by Board. Seconded by Schmid. Passed unanimously.
- B. Public Safety and Welfare minutes from November 16, 2023

  Motion to approve by Blanke. Seconded by Schmid. Passed unanimously.

## 4. BUSINESS

# A. Review and take possible action: Parking removal on west side of S. First Street between Wisconsin Street and Spring Street

- This item came back to committee after the ordinance was tabled by the Council until the accident data could be presented to the committee.
- Accident data: There has been one accident at this area within the past 5 years.
- There was a discussion regarding safety for Park and Rec staff as well as the public using the Park and Rec/Senior center. Vehicles parking in the two parking spaces block the view for drivers exiting the Senior Center. Kristine Butteris is concerned about safety for staff and the public.

**MOTION:** Schmid presented the motion to table until city staff can verify if the apron is marked properly in regard to the 4 ft. setback, paint lines (if necessary) as soon as possible and investigate crosswalk markings. Motion was seconded by Blanke. Motion failed 2 (Schmid, Blanke) to 2 (Board, Davis)

**MOTION:** Davis presented a motion to remove the 2 parking spaces on west side of S. First Street between Wisconsin Street and Spring Street. Motion was seconded by Board. Motion failed 2 (Board, Davis) to 2 (Schmid, Blanke)

**MOTION:** Davis presented a motion to limit parking in the 2 parking spaces on west side of S. First Street between Wisconsin Street and Spring Street between the hours of 8 and 5 p.m. Motion was seconded by Board. Motion failed 2 (Board, Davis) to 2 (Schmid, Blanke)

## B. Review and take possible action: Parking removal on Cady Street Bridge

Board explained that vehicles parking on the north side of the Cady Street Bridge – particularly in the evenings – make it very difficult and dangerous for automobiles driving across the bridge. According to Beyer, pavement width on the bridge and approaches is generally 26 to 28 feet wide. Cady Street is categorized as a minor arterial roadway in this area. Wisconsin Department of Transportation standards for an urban arterial roadway state that a travel lane should be 12 feet wide. Parking lanes should be a minimum of 7 feet wide. According to Beyer, Cady St. is not wide enough to accommodate a parking lane.

**MOTION:** Blanke made a motion to eliminate parking on the Cady St. Bridge. Motion was seconded by Board and passed unanimously.

# C. Review and take possible action: LED street light upgrade in alley between Labaree Street and Highland Avenue

Stacy Winkleman reported back to the committee that the LED street light upgrade in the alley between Labaree Street and Highland Avenue will cost \$300 and there is money in the budget to pay for the lights.

**MOTION:** Board made a motion to approve the LED street light upgrade in alley between Labaree Street and Highland at a cost of \$300. Motion seconded by Schmid and unanimously approved.

# D. Review and take possible action: Purchase two radar speed signs for placement on Carriage Hill Drive

At the November Public Safety & Welfare Committee Meeting, City staff were tasked with seeking quotes for two solar powered radar speed signs for placement on Carriage Hill Drive and review potential funding sources. After reviewing quotes received on comparable signs, the lowest cost for each sign is \$3,168. In discussion with Street Division staff, \$8,900 is available in the 2023 budget due to savings on a lighting project.

Chief Brower says that police officers have found that speed signs are effective for roads that are designed in such a way that drivers don't know the speed limit. In those cases, a flashing speed sign can help reduce speeding. However, he has found that speed signs are less effective when they are placed on roads where drivers already know the speed limit. In this scenario, the speed sign can sometimes encourage speeders to drive even faster to watch the speed on the sign go up. Chief Browers is uncertain that a speed sign on Carriage Hill will be effective.

In past meetings, the committee was told that, if a speed study came back showing that 85% were driving above the 25 mph speed limit, the City would be <u>required</u> to raise the speed limit. Beyer confirmed that this is best practice, but <u>not a requirement.</u>

Mr. Bliefernicht spoke regarding his concerns for speeding on Carriage Hill. He says that he would like a long-term solution, not a quick fix. He would like traffic calming methods to be added to the street to keep Carriage Hill at a residential speed limit. Mrs. Bliefernicht also spoke saying she didn't think a speed sign would solve the problem.

Davis said that after discussing this Carriage Hill speeding problem for at least 3 committee meetings, it is clear that the Carriage Hill speeding issue is complex. In order to solve this very difficult problem, Davis suggested that the city needs a systematic plan that should begin with a speed study. A speed study will provide data and information necessary to begin putting together a plan that will provide a long-term solution.

**MOTION:** Blanke made a motion to do a speed study to get the necessary data and information. Motion seconded by Davis and passed unanimously.

NOTE: The Committee asked the Engineering Dept. to present the findings of the December/January speed study at the Public Safety and Welfare meeting in February if possible.

## E. Review and discuss: South Water Street closing

- Davis discusses items in the packet:
  - Memo describing the events beginning with the PSW meeting on August 2 where the staff asked the committee to describe their appetite regarding the closing of S. Water St. permanently, seasonally or for extended periods of time. At that meeting the PSW committee indicated that they did not have an appetite for closing S. Water St. for extended periods of time.
  - Transcript from the August 2 PSW that gives evidence to the items discussed and the committee indicating they were not in favor of closing S. Water St. for extended periods of time.
  - Document from 2020. Interview with the then Executive Director of the RDA which includes the following question and answer.
    - "Is Water Street being closed? Water Street will not be permanently closed. Traffic will still move in both directions. When a festival, event with the Library, or other activity is held, the street can be temporarily closed if needed. The design calls for a curb-less street, which means the sidewalk and road will be on the same level."
  - The City should recognized that communication in 2020 indicating that S. Water St. would only be closed for temporary events has framed current public expectations. It was not surprising then that some in the public pushed back against the closing of S. Water St. on November 13.
  - If the City has determined that S. Water St. needs to be closed longer than for temporary events, the City must first reframe public expectations which will

required data, information, listening and compromise. There are no short-cuts to reframing public expectations and it will take work and time.

- Schmid Mr. Schmid opposes the idea that, just because millions of dollars have been put into the Town Square and Library, there is now an assumption that the road should be closed permanently.
- Blanke The public was blindsided when the road was closed on November 13. He heard from people from that area and they aren't even in his district. "Temporary" is not well-defined. Water and Main is the only intersection with traffic control. He is opposed to closing S. Water St. permanently. Even for temporary closures, the residents in the area need some sort of relief for help getting out of those areas.
- O Board We need a better understanding of what is happening here. There were decisions made about the park in the past that are impacting how we use it today. We have new information today. It would be good to do a traffic study on S. Water St. and S. Washington St. to see what the traffic patterns are. He did not think we should have removed the tree and Santa House and opened up S. Water St. early. He thinks it should have stayed closed through the holidays. It would be wise to do a traffic study. Maybe it would be wise to put additional traffic control.
- Schmid We are going to reconstruct Main St. We need additional data. We need to know how much it would cost to put in another traffic light at a different intersection.
- Board We need to collect data and information. It is too early to make any decisions about closing S. Water St.
- Blanke We (the City) created this issue. We need to be careful about changing public expectations. There needs to be consistency. The people need to know that they can trust the Council.

At this point, the Staff were given the opportunity to speak.

- Butteris There was no ill-intent in closing S. Water St. for 8 weeks. They were under impression that this what was expected of the Town Square. She is also concerned about safety at the Water Park. Butteris does not necessarily believe that closing S.
   Water St. permanently is the right option. They need some options that are less cumbersome for opening and closing the street.
- Teesch Park and Rec asked them if it would be OK to close the park and he said that it would be OK from the Fire dept. perspective. He believes the area is not safe and the curb less design is confusing for children.
- O Becker He has observed one instance in the summer where a child ran from the Water park and almost ran into the street with an oncoming vehicle. Mom ran out to grab the child. He hopes that the committee considers child safety. He is not advocating for closing S. Water St. permanently. The Town Square has been a great economic development tool and he hopes whatever steps will be taken to encourage that. He would like us to consider removable barriers that are more attractive.
- Bartz He didn't see the November 13, 2023 8 week closing as anything more than a temporary closing. He said S. Water Street is a "plaza". He is against permanently closing the street. He would like a special ordinance like Riverfest. Attorney Chesebro reminded him that the majority of the Riverfest ordinance was repealed last year.

 Brower – S. Water St. is a main way to get to that side of the city. The Police Department would not relish closing that street. However – he believes they can work around a temporary closing.

Discussion about the Swing Arms that the committee approved. That would be a more permanent solution but will require \$25,000. The committee has already approved the purchase and installation of swing arms up to \$25,000. Will the swing arms be sufficient to stop traffic or will Streets Dept have to put concrete barriers in front of those Swing Arms?

**MOTION:** Board made a motion to ask Engineering to do a traffic study at S. Water St and S Washington beginning at Main St and going south 2 blocks and the intersection of Emmet and Church Street. Motion was seconded by Blanke and passed unanimously.

F. Review and take possible action: Special Event Ordinance draft

#### **Event Cancellation**

- o Debate over who should have the authority to cancel the event if the mayor is absent
- Discussion of separation of powers.
- Police Chief expresses concern for putting the police chief in the role of both interpreting and enforcing the law.
- Strike wording after "pandemic"

## **Appeal of Application Denial/Modification**

• Committee approved the rewrite to allow appeals to go to Council.

Enforcement - Amounts had been lowered. Wording changes.

#### **Public Comment:**

## Molly Kopplin (online):

- Talked about creating "perverse incentives." Concerned about events being canceled due to the threat of violence by outside persons. Likes the more clear definition of event cancellation.

#### Discussion on the proposed fee schedule:

- Note that most fees are tied to wages.
- Discussion about how Onalaska adds a 15% admin. fee to the total fee schedule-based charges.
- Board notes that admin fee could cover costs of clerk's office doing paperwork, mailing, etc.
- Schmid explained that the 15% is for the additional tasks that the city staff will do to assist with the special event that is above and beyond what was budgeted for the year. All of the behind the scenes work that is done prior and following the day of the event.
- Davis notes finance comm. will approve proposed charges, but may be good to make a recommendation.

#### Discussion about handout documents.

- Davis notes that most events generate very few extra charges...some people may have been on "no charge" year in reviewing data from past year.

- Noted that other fees such as park fees may still apply.
- Chief Brower notes that comm. may want to look at if "prep time" should be included in the hourly rate.
  - Suggested that should go to the finance committee.

Robin Kaufman: Concerned about all planning and cost that goes into planning events for event organizers. Talked about how Jingle Bell on the Rock was only possible by Beltz Grant, otherwise would have lost much more money. Most events are free, serve the underserved in our community.

Melissa Lampe: Talks about relying on special events for operational funding. Have applied for and received dozens of SEPs. Concerned about creating unnecessary hardships for various organizations putting on events. Safe track record of putting on events shouldn't be put under additional scrutiny. Feels putting boards to background checks is unnecessary. Developing an emergency plan could be difficult for Main Street-wide events. Work w/ 50 vendors a year.

Kristine Butteris: Town Square alone will have 42 events (currently scheduled). More will be added. "Solely" listed under exemptions...wonder if there could be a "cost share" for partner orgs. E.g. Main Street.

- Steph Juhl: There can be two applications from two different orgs. For same event.
  - o Partnerships and shared responsibilities between orgs. "Co-hosting"
- Davis: Most events wouldn't be charged more, beyond the increased application fee.
  - o Park and Rec fees that are established would remain.
- Lampe: Would the whole board need to be background checked? Or just for each event involved with?
  - Board: Ordinance draft looks like it would be.
  - Davis: Maybe this can be written better.
- Davis: We'll clarify the wording...should be for whoever is on that specific event comm.
- Discussion on who is tasked to supervise minors.
  - Question from public: How is the supervision of minors defined?
    - Atty. Chesebro clarifies.
    - Davis: It's on your organization to create alList of who is supervising, check against the national registry website.
  - Noted that "background check" reference was removed.
- Molly Kopplin: Concerned about creating an extra level of bureaucracy. Suggests having an open forum with event organizers. Seems like something new is found/learned every meeting.
  - Davis: Comm. sees value in events. Hope to improve the process. Encourages to reach out with questions.
- Karen Lanser: Under Extraordinary Services, point 4, "doesn't say when I will get the total of charges before event."
  - Davis: We want to make sure organizers are not billed last minute.
- Atty Chesebro: In subsection re: Personal Data, removed words applicant, officer, or board member, and replacing with "organizer".
  - Clarified definitions.
- Farmers Market is still covered under own ordinance/permit...has been ongoing for many decades.

- Lampe: Events occurring in City, but not on City-owned property, would SEP be needed?
  - o Would need to meet one of the "Special Event Permit" definitions.
- Davis: Suggest meeting one more time in January for one more reading/review in January.
- Motion to adjourn.
- 5. **ADJOURNMENT:** There being no additional business to come before the Committee, a motion was made by Blanke to adjourn and seconded by Board. The motion carried unanimously.

Respectfully Submitted - Dana Davis, Chairperson

# PUBLIC WORKS COMMISSION MEETING AGENDA TUESDAY, DECEMBER 12, 2023

Commission members present: Alds Bartz, Board, Smith, Wetzel Comm'r Thompson

City Employees present:

Park and Rec. Director Kristine Butteris Park Maintenance Director Jeff Doyle

#### 1. CALL TO ORDER

Meeting called to order at 5:30

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

#### 3. REVIEW AND APPROVE MINUTES

A. Bicycle and Pedestrian Path Planning Task Force minutes from October 24, 2023 Motion to approve Ald Board 2nd Comm'r Thompson Carried by unanimous voice vote

B. Review and Approve: Public Works minutes from November 28, 2023 Motion to approve Ald Bartz 2nd Ald Board Carried by unanimous voice vote

## 4. BUSINESS

A. Review and take possible action: Weed Ordinance Appeal for Tristan Higgins

Tristan Higgins and a neighbor spoke in favor of forgiving the fine.

Ald Smith asked if registered letters are sent.

Doyle excel sheet kept.

Butteris explained that there are not many appeals

Ald Smith asked if second mailing is sent

Butteris stated that the original letter states that the original letter is sufficient for the entire season

Comm'r Thompson asked if Doyle made a second trip to see the property

Doyle said that he has and that the only real problem is only the larger tree remains and that the rest of the yard looks good.

Ald Smith commended the City for doing a reasonable job keeping the City looking good and neighborly.

Mr. Higgins was commended for the work on his yard to make the sidewalk passable.

Motion by Ald Smith to forgive the \$500 fee

2nd Ald Bartz

Carried by unanimous voice vote

B. Review and take possible action: Weed Ordinance Appeal for ADY Ventures, LLC Joe Bruns was present on behalf of ADY Ventures

Butteris stated that there were 59 weed ordinance complaints this year. This property received three and one last year.

Ald Board asked how many times it was mowed since July Mr. Bruns thought 3-4

Ald Bartz asked what it will take to not receive any complaints next year

Bruns will have to be more diligent next year

Ald Board asked if he is the only mower

Bruns yes

Ald Smith stated that the weed ordinance letter sent by the city is not onerous. Going forward the letter should "kick" in your responsibility to mow.

Motion by Ald Smith to deny the request to forgive the fine

2nd Ald. Bartz

Motion made by Ald Wetzel to amend by reducing fine to \$250

2nd Ald Board

Motion carried 3-2 (Bartz, Board, Wetzel/Smith Thompson)

Original motion (with amendment) passed by unanimous voice vote

C. Review and take possible action: Weed Ordinance Appeal for Lawrence McLaren

Mr. McLaren did not appear for his petition therefore his petition was denied.

Ald Smith expressed concern about "trusting" technology for people to show up to meetings virtually and wanted to make sure the person has ample time/opportunity to appeal before the commission.

Motion to deny petition Ald Smith

2nd Comm'r Thompson

Carried by unanimous voice vote

#### 5. ADJOURNMENT

Motion to adjourn Ald Bartz at 6:36

2nd Board

Motion carried by unanimous vote

Respectfully submitted,

**Bob Wetzel** 

**Public Works Commission Chair** 

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

## Watertown Tourism Commission Meeting Minutes December 14, 2024

Section 6, Item N.

The following Tourism Commission members were present via Zoom Meeting or in person at Watertown City Hall: Aaron David, Kristine Butteris, Cheryl Mitchell, Conrad Talaga, Amanda Kostroski Also present; Chamber of Commerce Executive Director Bonnie Hertel, City Council Member Steven Board and Mark Stevens Finance Director.

- 1. The meeting was called to order by Aaron David at 8:00 am.
- 2. Review & Approve November minutes. Motion to approve made by Conrad Taluga with the condition to correct the spelling of his name and seconded by Amanda Kostroski. The Commission voted to approve the minutes.

## 3. Old Business:

- a. Financial Report: The November financial report was not prepared for the meeting. Approval for the November financial report will be on the January agenda.
  - b. Marketing Plan review and take possible action on marketing plan.
    - 1. 2023 Visitor Guides: Nothing new to report
    - 2. Ad opportunities Nothing new to report
    - 3. Video production The video is complete and will be shared on social media in the coming weeks.
  - c. Review and take possible action on Mural Restoration projects: The Pine Hill mural and installation is complete. The check presentation was done, and the information was sent to the Watertown Daily Times.
  - d. Hotel Stay updates; October weather was not ideal which affected overall occupancy. National hotel occupancy was 65.8%. Wisconsin occupancy was 57.4%. The local market was approximately 55%. November numbers are not available as of this date. Approximate national occupancy was 58.1 % and local market occupancy was approximately 40-45%. The Thanksgiving week (Wednesday Friday) occupancy was better than 2022.

#### 4. New Business

- a. Discuss and take possible action on making a recommendation to increase room tax percentage. A motion to recommend that the City Council hold a vote to increase the room tax from 5% to 8% was made by Amanda Kostroski and seconded by Kristine Butteris. The Commission voted to approve the motion. The resolution will be ready to be sent to the Finance Committee's next meeting on December 19<sup>th</sup>. If approved, the resolution can be presented during the first City Council meeting in January.
- b. Discuss and take possible action on Chamber of Commerce Tourism Agreement. The Agreement for 2024 will be changed from 1 year duration to 3 years. All other details remain the same. A motion was made to send the agreement to the City of Watertown by Conrad Talaga and seconded by Kristine Butteris. The Commission voted to approve the motion. The Tourism Commission President signed the agreement.
- c. Discuss and take possible action on 2024 Tourism Commission meeting schedule. The Commission members and Tourism Manager will discuss two potential meeting days/times for 2024. The meetings can remain on the second Thursday at 8 am or move to the second Tuesday at 8 am. The Tuesday schedule may work better for some of the members. The item will be on the January agenda.

Section 6. Item N.

- d. Review Manager's report on the previous month's tasks See attached report.
- e. Commission Member's report: Tree Lighting on 11/16 at the Town Square. 12/2 Jingle Bell on the Rock / December 9 Watertown Blue Review Dance Competition / Christmas CP Train event in Watertown on December 4<sup>th</sup>. Basketball tournament at Watertown High School the week between Christmas and New Years Day. Voting on the tree decorations at the Town Square ends 12/15. Window Wonderland voting is ongoing. Parade of Homes is over and had record attendance. Leadership Breakfast at Maranatha will be 2/15. Leader to Leader meetings at Maranatha will be March 7-8. 42 Events at Bentzin Town Square are already scheduled for 2024 including 9 concerts.

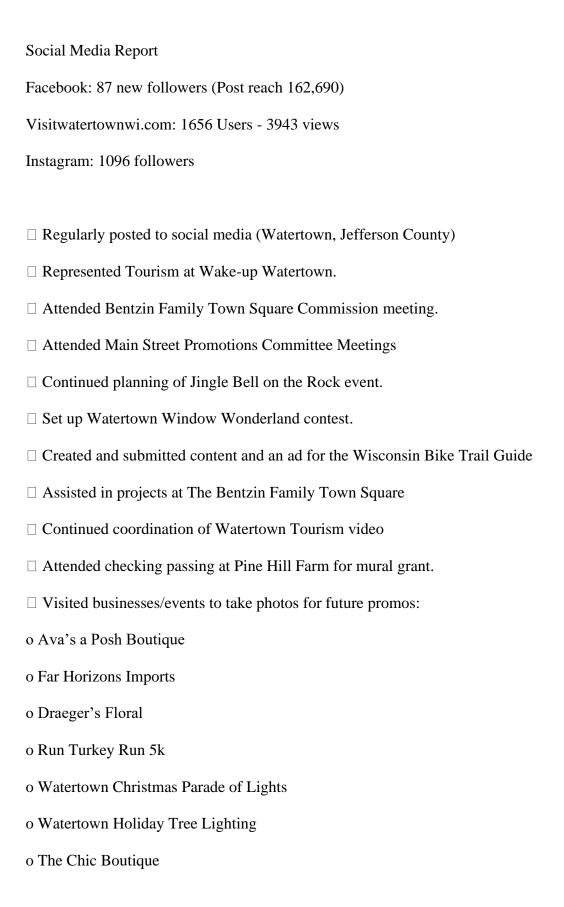
Adjournment – Motion to adjourn the meeting at 8:50am was made by Conrad Taluga and seconded by Kristine Butteris.

## Agenda items:

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

The next meeting will be at 8:00 am January 11, via Zoom or you may attend in person at Watertown City Hall NOTE: These minutes are uncorrected, and any corrections made thereto will be noted in the proceedings at which these minutes are approved.

Submitted by, Cheryl Mitchell, Secretary



# 2023 YEARS OF SERVICE RECOGNITION

# DECEMBER

MINDY FRY
POLICE DEPARTMENT
5



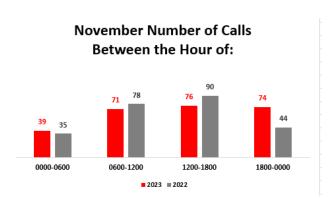


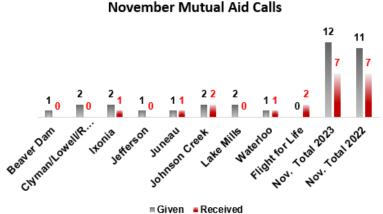
# **Watertown Fire Department**



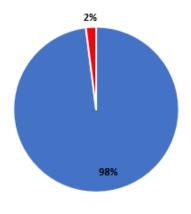
**Monthly Report November 2023** 







#### November Simultaneous Calls Breakdown



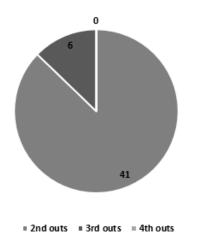
Medical

Fire

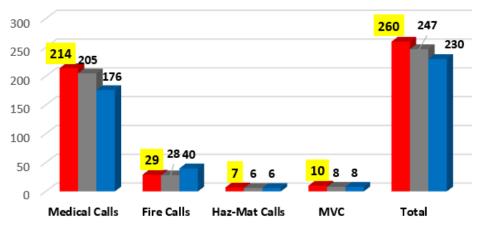
**18%** of the time we had multiple calls

2022 Simultaneous Cal	ls
2 <sup>nd</sup> out calls	47
3 <sup>rd</sup> out calls	3
4 <sup>th</sup> out calls	1
Total	51
21% of the time we had	
multiple calls	

#### **November Simultaneous Calls**



#### 3-year Comparison of November Calls

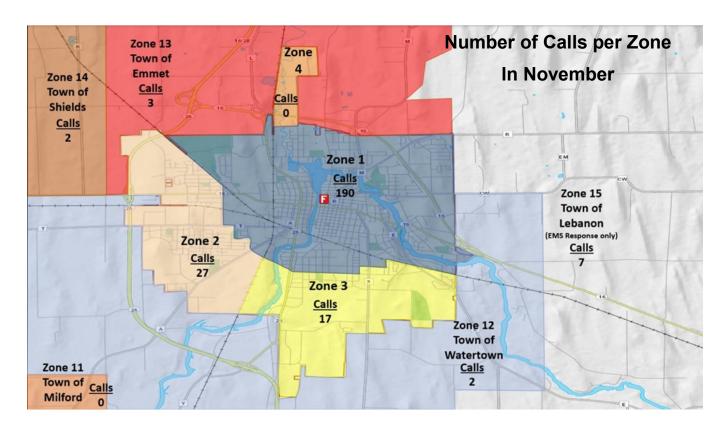


■ 2023 ■ 2022 ■ 2021





November Response Times									
Zone	Tı	urnout	Time	Res	ponse	Times			
	Time fro	m alarm to	out the door	Time f	rom alarm	to arrival			
	EMS	Fire	Combined	EMS	Fire	Combined			
Zone-1	1:05	1:01	1:05	4:58	4:10	4:52			
Zone-2	:56	-	:56	5:33	-	5:33			
Zone-3	1:09	-	1:09	5:45	-	5:45			
Zone-4	-	-	-	-	-	-			
Zone- 11 Milford	-	-	-	-	-	-			
Zone- 12 Town of Watertown	:04	-	:04	12:44	-	12:44			
Zone- 13 Emmet	1:35	-	1:35	8:33	-	8:33			
Zone- 14 Shields	1:24	-	1:24	10:28	-	10:28			
Zone- 15 Lebanon	2:40	N/A	N/A	12:01	N/A	N/A			
Delay due to Simultaneous Calls 3:10 8:58									
*Department Standards- Turnout - 60	sec EMS	/80 Sec Fi	re- Response	- Fire & El	MS 6 min	utes*			





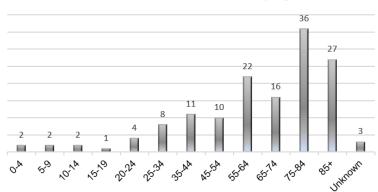


#### **November Emergency Medical** Advanced/Basic Life Saving Calls

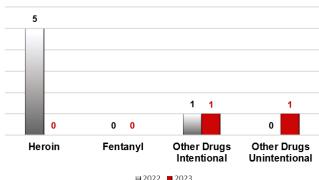


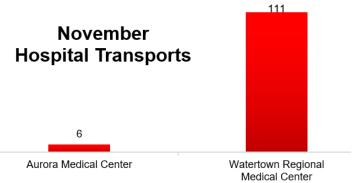
\*Total includes patients and non-

#### **November Patient Contact by Age**

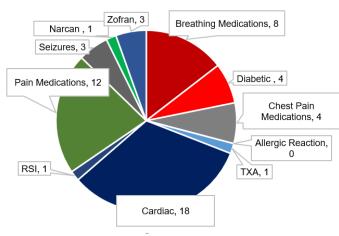


#### **November Overdoses**

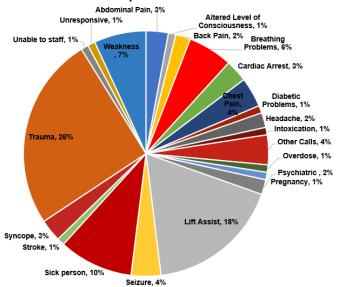




#### **November Medications Administered**



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





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



# November 2022 Fire Dollar Saved vs. Loss

Total Value, \$0.00

Saved, \$0.00

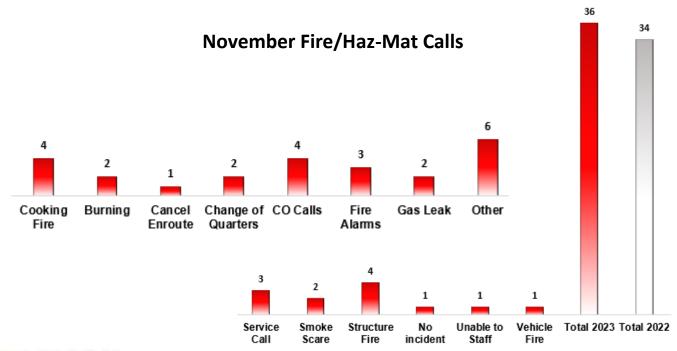
Lost, \$0.00



# Fire Dollar Saved vs. Loss Lost, \$1,060.00 Saved, \$3,500.00 Total Value, \$7,100.00

■ Total Value ■ Saved ■ Lost

November 2023







# For the month of November, department members trained on the following: Engine Company Truck Company

ProActive MPO, Rural/Water Supply

Ground Ladders

#### **Rescue Company**

Timed Drills, Forcible Entry

**EMS Training** 

SIM Training CPR & PICC Line

Total A Shift Training Hours - 100.5
Total B Shift Training Hours - 128.25
Total C Shift Training Hours - 115.5

**Total Shift Training Hours - 344.25** 

Total Department
Training Hours
392.25



11.50 Hours



10.5 Hours



24 Hours



28 Hours



190.25 Hours



128 Hours



0 Hours



5

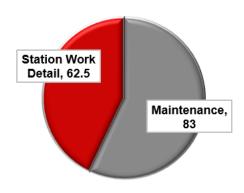
Nov. 6, 7, and 10 the crew did some PICC training with hospital staff.
They also did HP CPR with SIM Manikins on Nov.
29th.





#### Community Risk Reduction

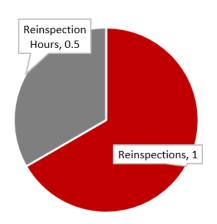




#### **November Violations**



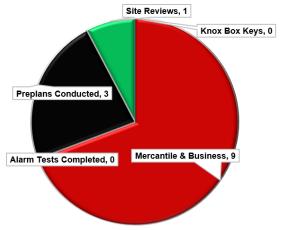
#### **November Reinspections**



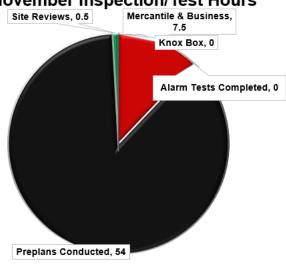


# WATER DOWN THE BOLL FOR

#### **November Inspections/Alarm Tests**



#### **November Inspection/Test Hours**







2022	2023	November
3234	3455	Outreached Citizens
210	27	Contact Hours

50 Community Risk Reduction Flyers Handed Out







2 Smoke
Detector
Installations



2 CO Detectors Installed



1 Parade Attended



1 Fire Safety Talks



7 Public Relations Events



8 Student & Public Riders



1 Public Speaking Event



1 Station/ On- location Tours





#### **Department Incidents**

#### **November 6th-Stove Fire**

120 Homestead Ln., Watertown

Engine 4161, Command 4102, and Med 4154 responded to a call for a stove on fire. A plastic utensil container melted and caught on fire and the cooking food was burning on the burner also. The apartment was ventilated. Total on-scene time was a half hour.

#### **November 11th-Motor Vehicle Crash**

State Rd. 26, Watertown

Med 4154 responded to a multi-vehicle crash with a double fatality.

#### **November 14th-Motor Vehicle Crash**

State Rd.16, Watertown

Med 4153 & 4154 responded to a crash with two cars, one on fire. Mutual aid was requested but canceled on arrival. Two patients were transported to Aurora Summit.

#### **November 14th-Shed Fire**

2755 W Weber Rd., Lake Mills

Car 4110 & Engine 4162 responded to an automatic aid request for a shed fire. We assisted with fire attack and checking for extension. Total on scene time was a little over 1 hour.

#### November 17th-Structure Fire

N1598 Yergus Rd., Portland, WI

Car 4102 & Engine 4162 responded to a MABAS call for a rural structure fire. WFD was responsible for aiding in the extinguishment of the fire. Total on scene time was about an hour.



#### **November 18th-Structure Fire**

269 Aztalan Ct., Jefferson

Car 4102 & Engine 4161 responded to a box alarm call for a structure fire. WFD was responsible for aiding in the extinguishment of the fire, ventilation, and overhaul. Total on scene time was about an hour and 45 min.

#### November 18h-Motor Vehicle Crash

W8179 W Walton Rd., Watertown

Med 4154 responded to a car vs. tree crash. Flight for Life was requested and transported the patient.

#### November 20th-Fire

1148 Bayberry Dr., Watertown

Engine 4161 & 4162, Command 4102, and Med 4154 responded to a call for an exploded light bulb that caught on fire in a resident room. Upon entering only smoke was found. The room was ventilated. Total on-scene time was about a half hour.

#### **November 23th- Contained Cooking Fire**

307 W Milwaukee St., Watertown

Engine 4161 responded to a call for a stove fire. Was out prior to arrival.

#### **November 26th– Contained Cooking Fire**

109 Lynn, Watertown

Engine 4161 & Med 4154 responded to a call for a fire inside of a stove while it was being cleaned.

#### **November 28th- Contained Cooking Fire**

103 1/2 College St., Watertown

Engine 4161 & Med 4154 responded to a call for a stove fire. Was out prior to arrival.



#### **Watertown Fire Department**

# Department Happenings, & Public Relations

#### **November 3rd- Documentation Training**

Watertown Library, Watertown

Watertown Fire Department hosted an ambulance documentation training class. Some members of the Fire Department along with other local departments attended. They will then be CAD certified.

#### November 6th -Siren Talk

Watertown Fire Department

The crew talked to the Lutheran Girl Pioneers about the operation of our weather siren system.

#### November 6th -Flyers

NW side Watertown

The DC and AA walked around a neighborhood and distributed flyers for our Community Risk Reduction program.

# November 7th & 11th-Police Chief Retirement and Swearing In

City Hall, Watertown

The crew attended the retirement of the former Police Chief Kaminski and the swearing in ceremony and luncheon of the new Police Chief Brower.

#### November 14th- Ride to School

Webster Elementary, Watertown

LT. Fohr drove a student to school in the fire truck for Diabetes Awareness Day.







#### November 15th -Fire Ops Training

Watertown Fire Department.

The crew gave a fire op training to city Alders and PFC members that included putting on gear, truck hose pulling, an EMS scenario, and forced entry and jaws equipment. They also received a tour of the dispatch center.







#### **November 16th –Tree Lighting**

Town Square, Watertown

The crew attended the annual tree lighting ceremony.



#### **November 17th –Food Pantry Delivery**

Lincoln Elementary, Watertown

The crew helped load and deliver food to the Watertown Food Pantry.

#### November 25th - Christmas Parade

Downtown, Watertown

The crew rode in the annual Christmas Parade and attended a party after at EST.



#### November 29th -Fire Safety Talk

201 S Water St., Watertown

Deputy Chief Rauterberg gave a "strategies for getting around the community" safely talk to the residents of Globe Apts. The talk included fire prevention and severe weather emergencies.



# You've Been Caught Doing an Outstanding Johl



#### Watertown Regional Medical Center -

Follow

8h - @

A big shout out to the Watertown Fire Department for selling breast cancer awareness t-shirts this year and donating the funds to the Center for Women's Health to help women in need. We will make sure these funds go to a good place. #watertownfiredepartment

#centerforwomenshealth #breastcancerawareness #watertownway

#watertownwi





#### **ENGINEERING DIVISION**



Jaynellen J. Holloway, P.E. 920.262.4050 Andrew Beyer, P.E.

Andrew Beyer, P.E. 920.262.4052

Maureen McBroom, ENV SP 920-206-4264

Section 7, Item C.

Christopher Newberry 920-390-3164

Administrative Assistant Wanda Fredrick 920.262.4060

#### **MEMO**

TO: City of Watertown Common Council

FROM: Andrew Beyer

DATE: December 13, 2023

RE: City-wide Flood Control Master Plan

After the City received over 8-inches of rain in 1 day in August 2018, the Common Council tasked the Engineering Division with completing a study to prevent similar flooding events in the future. The City's stormwater consultant has completed a City-wide Flood Control Master Plan, which evaluated the stormwater management system and developed recommendations for improvements to the system.

The City-wide Flood Control Master Plan includes modeling of 18-inches or larger storm sewer and conclusions showing where flooding would most likely occur under the traditional 10-year, 100-year, and 500-year within 24 hours storm events. Goals of the study included:

- Public roadways would be passable (less than 6 inches deep) in a 500-year storm event.
- The wastewater treatment facility and all sanitary lift station would not be flooded and would be accessible.
- Bridges, railroad crossings, and any other sites that limit traffic flow or access from one part of the City to another, or provide access to critical facilities, should be open and passable during the 500-year event.
- Residential areas should have reduced street and urban flooding that impacts property owners and/or results in basement back-ups.
- Consider City future growth area and potential redevelopment sites for flood control
  opportunities.

This City-wide Flood Control Master Plan was completed under the Storm Water Utility. The Storm Water Utility is expected to evaluate, prioritize and fund future implementation of the recommendations of this study.

The City's stormwater consultant, Ruekert & Mielke, will present an overview of the study to the Common Council at a scheduled Committee of the Whole Meeting on January 2, 2024.





#### Office of the Mayor Emily McFarland

TO: MEMBERS OF THE COMMON COUNCIL

I would appreciate your consideration of the following appointments:

#### **Library Board**

Kerry Kneser – first partial term ending July 2026 (replacing Mariela Rodriguez)

Sincerely,

Emily McFarland

Mayor

Payment Approval Report - Council Meeting Report dates: 1/1/2023-12/31/2023

Dec 15, 2023 01:20PM

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

Invoice.Payment due date = 12/19/2023

Vendor Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
10-33 VEHICLE SERVICES LLC 910 10-33 VEHICLE SERVICES LLC	3005	NEW SQUAD SET UP	11/30/2023	6,221.32	05-52-11-70 CAPITAL PROJECTS
Total 910:				6,221.32	
910 10-33 VEHICLE SERVICES LLC	3006	NEW SQUAD SET UP	11/30/2023	3,702.29	05-52-11-70 CAPITAL PROJECTS
Total 910:				3,702.29	
AIR ONE EQUIPMENT INC					
1423 AIR ONE EQUIPMENT INC	200099	EXTRICATION TOOL HOLDER F	11/14/2023	1,724.00	05-52-31-70 CAPITAL PROJECTS
Total 1423:				1,724.00	
ALSCO INC					
1512 ALSCO INC	IMIL1969261	MATT SERVICE AT CITY HALL	12/01/2023		01-51-71-18 SUPPLIES & EXPENSE
1512 ALSCO INC 1512 ALSCO INC	IMIL1969261 IMIL1969261	COVERALL/TOWEL SERVICE COVERALL/TOWEL SERVICE	12/01/2023 12/01/2023		16-58-16-41 SAFETY EQUIPMENT 17-58-17-18 SUPPLIES
Total 1512:	1101121303201	GOVERNALL/TOWLE SERVICE	12/01/2023	324.59	17-30-17-10 3011 EIE3
10tal 1312.				324.09	
1512 ALSCO INC	IMIL1971259	MATT SERVICE AT CITY HALL	12/08/2023	67.22	01-51-71-18 SUPPLIES & EXPENSE
1512 ALSCO INC	IMIL1971259	COVERALL/TOWEL SERVICE	12/08/2023		17-58-17-18 SUPPLIES
1512 ALSCO INC	IMIL1971259	SHIRTS AND COVERALLS MEC	12/08/2023	65.77	16-58-16-41 SAFETY EQUIPMENT
Total 1512:				337.12	
ANDYS AUTOMOTIVE & TOWING INC					
1562 ANDYS AUTOMOTIVE & TOWIN	23650	TOWING-POLICE	11/29/2023	90.00	01-52-11-49 TOWING
Total 1562:				90.00	
APG OF SOUTHERN WISCONSIN	04400 0000	DUDUQUED NOTICE	00/00/0000	4 450 50	04 54 44 00 OFFICIAL BURLIOATIONS
1003 APG OF SOUTHERN WISCONSI	21406-0923	PUBLISHED NOTICES	09/30/2023	1,453.59	01-51-11-20 OFFICIAL PUBLICATIONS
Total 1003:				1,453.59	
1003 APG OF SOUTHERN WISCONSI	21406-1023	PUBLISHED NOTICES	10/31/2023	1,536.00	01-51-11-20 OFFICIAL PUBLICATIONS
Total 1003:				1,536.00	
AUMANNS SERVICE INC					
1857 AUMANNS SERVICE INC	74750	PD-SQUAD 601 CRASH/REPAIR	12/07/2023	6,946.74	01-52-11-44 VEHICLE REPAIRS & MA
Total 1857:				6,946.74	
AUTUMN STEGGALL					
60305 AUTUMN STEGGALL	101123 STEG	TRAINING REIMBURSEMENT FI	10/11/2023	75.00	01-52-31-48 TRAINING TUITION
Total 60305:				75.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
	R WELDING SUPPLIES INC BADGER WELDING SUPPLIES I	3798134	OXYGEN FIRE	11/22/2023	99.70	01-52-31-54 EMS SUPPLIES
Tot	tal 2043:				99.70	
2043	BADGER WELDING SUPPLIES I	3800791	CYLINDER RENTAL FIRE	11/30/2023	4.20	01-52-31-54 EMS SUPPLIES
Tot	tal 2043:				4.20	
	LECTRICAL CONTRACTING LLC BUSS ELECTRICAL CONTRACTI	5073	RETROFIT RIVERWALKS LIGHT	11/14/2023	1,651.00	01-55-41-20 REPAIRS
Tot	tal 2963:				1,651.00	
2963	BUSS ELECTRICAL CONTRACTI	5093	TROUBLESHOOT AND REPAIR	11/28/2023	120.00	01-54-12-20 REPAIRS
Tot	tal 2963:				120.00	
2963	BUSS ELECTRICAL CONTRACTI	5097	DISCONNECT DUE TO ACCIDE	11/29/2023	105.00	01-54-42-20 REPAIRS
Tot	tal 2963:				105.00	
2963	BUSS ELECTRICAL CONTRACTI	5103	CHURCH ST LIGHTING	12/05/2023	1,034.00	01-54-42-20 REPAIRS
Tot	tal 2963:				1,034.00	
	RY FENCE COMPANY CENTURY FENCE COMPANY	235033701	AIRPORT FENCING REPAIR	11/08/2023	4,140.00	01-54-53-20 REPAIRS
Tot	tal 3300:				4,140.00	
	S SCHROEDER CHARLES SCHROEDER	121123	REIMBURSE SAFETY BOOTS-S	12/11/2023	100.00	01-55-41-59 SAFETY EQUIPMENT
Tot	tal 19327:				100.00	
	RCIAL LIGHTING CO COMMERCIAL LIGHTING CO	12343122	TAXIWAY LED LIGHTING	10/25/2023	580.49	01-54-53-38 NAVIGATIONAL AIDS
Tot	tal 555088:				580.49	
	MAIN LP CORE & MAIN LP	U001939	VLV/HYD(2EA)-W MAIN ST EXT -	12/01/2023	14,984.00	03-99-99 CAPITAL OUTLAY
Tot	tal 3784:				14,984.00	
3784	CORE & MAIN LP	U040080	18" HYD EXT KIT-W MAIN EXT -	12/05/2023	2,552.14	03-99-99 CAPITAL OUTLAY
Tot	tal 3784:				2,552.14	
3784	CORE & MAIN LP	U040131	PARTS-W MAIN EXT PROJECT -	12/05/2023	829.00	03-99-99-99 CAPITAL OUTLAY
Tot	tal 3784:				829.00	
	RSTONE ENVIRONMENTAL GROUP CORNERSTONE ENVIRONMEN	P LLC 52166647	OLD LANDFILL MONITORING	12/01/2023	2,178.15	17-58-17-26 OLD LANDFILL EXPENS

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
То	tal 3785:				2,178.15	
CORPO	RATE BUSINESS SYSTEMS					
	CORPORATE BUSINESS SYSTE	351463	COPIER USAGE HR	12/04/2023	18.34	01-51-60-18 SUPPLIES & EXPENSE
	CORPORATE BUSINESS SYSTE		COPIER USAGE IT	12/04/2023		01-51-86-18 IT SUPPLIES & EXPENSE
3794	CORPORATE BUSINESS SYSTE		COPIER USAGE SIDC	12/04/2023	6.73	60-51-05-18 SUPPLIES SIDC COORD
3794	CORPORATE BUSINESS SYSTE	351463	COPIER USAGE MAYOR	12/04/2023		01-51-31-18 SUPPLIES & EXPENSE
	CORPORATE BUSINESS SYSTE		COPIER USAGE ADMIN	12/04/2023		01-51-31-18 SUPPLIES & EXPENSE
То	tal 3794:				52.36	
3793	CORPORATE BUSINESS SYSTE	35331483	EP - COPIER LEASE & COPIES	11/20/2023	386.14	15-53-14-18 SUPPLIES
То	tal 3793:				386.14	
3793	CORPORATE BUSINESS SYSTE	35405117	COPIER LEASE FEE CA	11/29/2023	146.43	01-51-61-18 SUPPLIES & EXPENSE
То	tal 3793:				146.43	
3793	CORPORATE BUSINESS SYSTE	35452793	COPIER LEASE FEE	12/06/2023	69.50	01-54-21-18 SUPPLIES & EXPENSE
	CORPORATE BUSINESS SYSTE		COPIER LEASE FEE	12/06/2023		17-58-17-18 SUPPLIES
То	tal 3793:				139.00	
COTTIN	CHAM & DUTLED INC SVCS					
	GHAM & BUTLER INS SVCS  COTTINGHAM & BUTLER INS S	336845	JOB CLASSIFICATIONS DPW	12/13/2023	300.00	01-54-10-18 SUPPLIES & EXPENSE
То	tal 3125:				300.00	
	OLESALE AND DISTRIBUTING					
4190	DEB WHOLESALE AND DISTRIB	959817	CP TRAIN CONC SUPPLIES	11/29/2023	77.20	01-55-21-18 SUPPLIES & EXPENSE
То	tal 4190:				77.20	
	EXTERIORS INC					
553959	DOYLE EXTERIORS INC	12-1-2023	RPL GUTTERS ON 4 BLDGS - W	12/01/2023	9,900.00	02-83-10-40 GENERAL PLANT STRUC
То	tal 553959:				9,900.00	
EMEDO						
	ENCY STARTING & TOWING LLC  EMERGENCY STARTING & TOW	120901	TOWING-POLICE	12/09/2023	110.00	01-52-11-49 TOWING
	tal 5560:	.2000		.2,00,2020	110.00	0.020 .00
10	tai 5500.				110.00	
5560	EMERGENCY STARTING & TOW	33423	WARMING HOUSE TOWING	11/15/2023	250.00	01-55-41-20 REPAIRS
То	tal 5560:				250.00	
	ICFARLAND					
13218	EMILY MCFARLAND	120823 MCFA	MILEAGE REIMBURSEMENT-MA	12/08/2023	73.41	01-51-31-24 TRAVEL
То	tal 13218:				73.41	
FAST RI	ESCUE SOLUTIONS	1800	FIRE GLOVES	10/13/2023		24-58-11-05 FIRE 2% DUES

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total 6078:				285.00	
FEILS CATERING 6093 FEILS CATERING	H231130	BIRTHDAY MEALS, VETS DAY M	11/30/2023	504.63	24-58-11-07 SR. CENTER FUNDRAISI
Total 6093:				504.63	
FIRE SERVICE INC 6371 FIRE SERVICE INC	WI-10508	MED 53 BRAKES REPAIR. PADS	11/29/2023	2,791.00	01-52-31-42 APPARATUS MAINTENAN
Total 6371:				2,791.00	
6371 FIRE SERVICE INC	WI-10509	MED 53 BSERVICE FILTERS AN	11/29/2023	600.00	01-52-31-42 APPARATUS MAINTENAN
Total 6371:				600.00	
6371 FIRE SERVICE INC	WI-10511	E61 GENERATOR REPAIR FIRE	11/29/2023	291.20	01-52-31-42 APPARATUS MAINTENAM
Total 6371:				291.20	
GENERAL COMMUNICATIONS INC 7210 GENERAL COMMUNICATIONS I	326911	DISPATCH SPEAKERS	12/08/2023	2,552.00	01-52-13-18 SUPPLIES
Total 7210:				2,552.00	
GS PLANTOPTICS LLC 7041 GS PLANTOPTICS LLC	INV26216	SCADA-AVEVA SOFTWARE - WT	11/30/2023	2,950.00	03-99-33-31 MAINTENANCE OF SCAD
Total 7041:				2,950.00	
HACH COMPANY 8060 HACH COMPANY	13843157	DRB200 REACTOR/ADPTR/AMM	12/07/2023	2,641.83	02-82-00-48 PLANT TESTING
Total 8060:				2,641.83	
HARVEST MARKET 552876 HARVEST MARKET	44000	LT LLUNCHES FOR MEETING	12/05/2023	169.50	01-51-95-52 EMPLOYEE APPRECIATI
Total 552876:				169.50	
HATCH BUILDING SUPPLY INC 8225 HATCH BUILDING SUPPLY INC	422392	SUPREME RELEASE BARRELL	12/06/2023	547.90	16-58-16-19 MISC. STREET SUPPLIE
Total 8225:				547.90	
HYDROCORP 8994 HYDROCORP	0075398-IN	CROSS CONNECTION PROGRA	11/30/2023	1,278.00	03-99-23-18 OUTSIDE SERVICES EXF
Total 8994:				1,278.00	
INTERSTATE BILLING SERVICE INC 9490 INTERSTATE BILLING SERVICE	X101077047:0	HUB DRUM ASSY	09/21/2023	142.00	01-54-11-20 REPAIRS
Total 9490:				142.00	
9490 INTERSTATE BILLING SERVICE	X101078689:0	CORE RETURN	10/16/2023	78.00-	17-58-17-20 REPAIRS

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
То	tal 9490:				78.00-	
9490	INTERSTATE BILLING SERVICE	X101080188:0	SOLID WASTE GASKET	11/07/2023	39.50	17-58-17-20 REPAIRS
То	tal 9490:				39.50	
9490	INTERSTATE BILLING SERVICE	X101080634:0	STUD BOLT	11/14/2023	49.90	01-54-11-20 REPAIRS
То	tal 9490:				49.90	
9490	INTERSTATE BILLING SERVICE	X101081378:0	VEHICLE BATTERY AND CORE	11/28/2023	230.18	01-54-11-20 REPAIRS
То	tal 9490:				230.18	
<b>J&amp;L TIR</b> 10009	E INC J&L TIRE INC	112286	SQUAD REPAIRS-POLICE	11/02/2023	289.40	01-52-11-44 VEHICLE REPAIRS & MAI
То	tal 10009:				289.40	
10009	J&L TIRE INC	112643	SQUAD REPAIRS-POLICE	11/21/2023	772.95	01-52-11-44 VEHICLE REPAIRS & MAI
То	tal 10009:				772.95	
10009	J&L TIRE INC	112751	SQUAD REPAIRS-POLICE	11/28/2023	169.96	01-52-11-44 VEHICLE REPAIRS & MAI
То	tal 10009:				169.96	
10009	J&L TIRE INC	368489	TIRES	11/15/2023	1,181.76	17-58-17-19 TIRE & TIRE REPAIR
То	tal 10009:				1,181.76	
	J&L TIRE INC J&L TIRE INC	369005 369005	NEW TIRES E61 FIRE ALIGNMENT E61 FIRE	12/06/2023 12/06/2023		01-52-31-41 TIRES 01-52-31-42 APPARATUS MAINTENAN
То	tal 10009:				548.48	
<b>JAMES</b> 6814	FREY JAMES FREY	121123	REIMBURSE SAFETY BOOTS-P	12/11/2023	100.00	01-55-41-59 SAFETY EQUIPMENT
То	tal 6814:				100.00	
	NG OF MILWAUKEE JANI-KING OF MILWAUKEE	MIL12230163	CLEANING SERVICE AT AIRPOR	12/01/2023	642.75	01-54-53-18 SUPPLIES & EXPENSE
То	tal 10100:				642.75	
<b>JASON</b> 8335	HELLER JASON HELLER	120323	REIMBURSE SAFETY BOOTS	12/03/2023	100.00	16-58-16-41 SAFETY EQUIPMENT
То	tal 8335:				100.00	
<b>JAY PIR</b> 555062	<b>KEL</b> JAY PIRKEL	121123	SAFETY HOODIE	12/11/2023	54.99	01-55-41-59 SAFETY EQUIPMENT
То	tal 555062:				54.99	

CITY OF WATERTOWN

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Dec 15, 2023 01:20PM

Vendor Vendor Name Invoice Number Description Invoice Date Net GL Account and Title

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
	COUNTY LAND FERSON COUNTY LAND	2	WATERWAY INPROVEMENT PR	12/12/2023	1,614.16	16-58-16-30 ADMINISTRATION
Total 10	248:				1,614.16	
	COUNTY ZONING DEPT. FERSON COUNTY ZONING	12902-2023	CLEAN SWEEP PROGRAM	12/08/2023	20,000.00	17-58-17-43 CLEAN SWEEP
Total 10	298:				20,000.00	
	FIRE AND SAFETY INC FERSON FIRE AND SAFETY	IN309278	BOOTS FIRE	12/01/2023	352.77	24-58-11-05 FIRE 2% DUES
Total 10	300:				352.77	
10300 JEF	FERSON FIRE AND SAFETY	PB001582	KEY HOSE 1.75X50 WITH CPLD	12/06/2023	4,075.00	24-58-11-05 FIRE 2% DUES
Total 10	300:				4,075.00	
	& PRODUCTIONS LLC US ARTZ & PRODUCTIONS	2915	PD RE-WRAP 601 VS DEER	12/11/2023	765.00	01-52-11-44 VEHICLE REPAIRS & MA
Total 55	2517:				765.00	
JOHNS RECY 10496 JOH	CLING INC NS RECYCLING INC	24291	SINGLE STREAM MIX RECYCLI	11/30/2023	5,888.23	17-58-17-41 OUTSIDE RECYCLING S
Total 10	496:				5,888.23	
JOHNSON CO 10500 JOH	ONTROLS NSON CONTROLS	1-1315909867	SERVICE AGREEMENT - WW	12/03/2023	1,375.00	02-85-00-20 OUTSIDE SERVICES EM
Total 10	500:				1,375.00	
<b>JX ENTERPR</b> 1094 JX E	ISES INC ENTERPRISES INC	13216254P	BLOWER ASSY AND CONTROL	10/20/2023	935.69	17-58-17-20 REPAIRS
Total 10	94:				935.69	
1094 JX E	ENTERPRISES INC	13221483P	WINDOW MOTOR VEH 19	12/05/2023	76.99	17-58-17-20 REPAIRS
Total 10	94:				76.99	
1094 JX E	ENTERPRISES INC	13222117P	AIR & FUEL FILTER VEH 23	12/11/2023	196.94	17-58-17-20 REPAIRS
Total 10	94:				196.94	
KAMERON JO 553512 KAM	ONES IERON JONES	12062023	BOOT REIMBURSEMENT	12/06/2023	100.00	01-54-31-59 SAFETY EQUIPMENT
Total 55	3512:				100.00	
KIMBALL MIC 11383 KIMI	DWEST BALL MIDWEST	101691066	MISC SHOP SUPPLIES	12/01/2023	325.56	01-54-11-20 REPAIRS
Total 11	383:				325.56	

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Vendor Vendor Name Invoice Number Description Invoice Date Net GL Account and Title Invoice Amount 11383 KIMBALL MIDWEST 101694242 MISC SHOP SUPPLIES 12/04/2023 371.00 01-54-41-18 SUPPLIES & EXPENSE Total 11383: 371.00 **KWIK TRIP BUSINESS PLUS** 11973 KWIK TRIP BUSINESS PLUS V1926 120123 FUFI -FIRE 12/13/2023 71.40 01-52-31-40 FUEL Total 11973: 71.40 KWIK TRIP EXTENDED NETWORK 11971 KWIK TRIP EXTENDED NETWO NP65565421 PD - FUEL / CAR WASH 12/04/2023 4.00 01-52-11-40 FUEL Total 11971: 4.00 11971 KWIK TRIP EXTENDED NETWO NP65565448 **ENIVRO - FUEL FOR VEHICLES** 12/04/2023 25.20 14-53-13-42 MILEAGE Total 11971: 25 20 LAFORCE 12028 LAFORCE 00003091FT YEARLY FRONT DOOR SERVIC 12/01/2023 135.00 01-55-20-17 CONTRACT SERVICES Total 12028: 135.00 LAKESIDE INTERNATIONAL TRUCKS 12048 LAKESIDE INTERNATIONAL TR 5180482P AIR FILTER - 4 11/29/2023 202.84 01-54-11-20 REPAIRS Total 12048: 202.84 12048 LAKESIDE INTERNATIONAL TR 5180779P ANTENNA REPLACEMENT 11/28/2023 11.86 01-54-11-20 REPAIRS Total 12048: 11.86 12048 LAKESIDE INTERNATIONAL TR 5180870P AIR FILTERS -4 11/30/2023 124.96 16-58-16-22 MAINTENANCE Total 12048: 124.96 12048 LAKESIDE INTERNATIONAL TR 5180948P CAMSHAFT, WIPERS AND BRAK 12/05/2023 316.23 17-58-17-20 REPAIRS Total 12048: 316.23 12048 LAKESIDE INTERNATIONAL TR 5180982P LIMIT SWITCH 12/07/2023 98.58 01-54-11-20 REPAIRS Total 12048: 98.58 12048 LAKESIDE INTERNATIONAL TR 5181202P STOCK AIR FILTERS 12/08/2023 77.74 01-54-11-20 REPAIRS Total 12048: 77.74 12048 LAKESIDE INTERNATIONAL TR 5181202PX1 AIR FILTERS 12/11/2023 119.15 01-54-11-20 REPAIRS Total 12048: 119 15 12048 LAKESIDE INTERNATIONAL TR 8281845P RELAY AND VALVE 11/30/2023 189.02 01-54-11-20 REPAIRS Total 12048: 189.02 12048 LAKESIDE INTERNATIONAL TR 8281921P DRYER AND SERPENTINE BELT 105.16 01-54-11-20 REPAIRS 12/01/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total	12048:				105.16	
12048 LA	AKESIDE INTERNATIONAL TR	CM5180127P	CORE RETURN	12/05/2023	47.88-	01-54-11-20 REPAIRS
Total	12048:				47.88-	
12048 LA	AKESIDE INTERNATIONAL TR	CM5180481PX	CORE RETURN	12/07/2023	55.86-	01-54-11-20 REPAIRS
Total	12048:				55.86-	
12048 LA	AKESIDE INTERNATIONAL TR	CM5180482P	AIR FILTER - 4 EXCHANGE	11/30/2023	202.84-	01-54-11-20 REPAIRS
Total	12048:				202.84-	
	E LINE SERVICES ANGUAGE LINE SERVICES	111157642	OVER THE PHONE INTERPRET	11/30/2023	557.56	01-52-11-17 OUTSIDE SERVICES
Total	12115:				557.56	
LINDSEY V 55214 LI	VEBER NDSEY WEBER	DARE WINNE	DARE WINNER-LINSEY WEBER	12/11/2023	50.00	24-58-11-13 POLICE DEPT. DONATIO
Total	55214:				50.00	
<b>LRS</b> 554437 LF	RS	0004379935	AIRPORT TRASH DISPOSAL - D	11/30/2023	102.00	01-54-53-18 SUPPLIES & EXPENSE
Total	554437:				102.00	
	HA BAPTIST UNIVERSITY ARANATHA BAPTIST UNIVER	23345-01	CITY HOLIDAY BREAKFAST	12/07/2023	617.50	01-51-95-52 EMPLOYEE APPRECIATI
Total	554629:				617.50	
554669 M. 554669 M.	ELD CLINIC HEALTH SYSTEM IN ARSHFIELD CLINIC HEALTH S ARSHFIELD CLINIC HEALTH S ARSHFIELD CLINIC HEALTH S	3764-16900 3764-16900	DRUG SCREEN BOYD SOLID W DRUG SCREEN J MUELLER ST DRUG SCREEN PITTERLE STO	11/29/2023 11/29/2023 11/29/2023	40.00	17-58-17-59 SAFETY EQUIPMENT 01-54-31-59 SAFETY EQUIPMENT 16-58-16-41 SAFETY EQUIPMENT
Total	554669:				120.00	
	RINTWEAR ASTER PRINTWEAR	20011	DARE T-SHIRTS-POLICE	12/01/2023	1,938.55	24-58-11-13 POLICE DEPT. DONATIO
Total	13150:				1,938.55	
	MCBROOM AUREEN MCBROOM	483520-00	FIELD NOTEBOOKS FOR INDIVI	12/08/2023	462.05	16-58-16-18 OFFICE SUPPLIES
Total	553466:				462.05	
	I ASSOCIATES INC CMAHON ASSOCIATES INC	933252	PROJ 09-23-00641 YARD WAST	12/12/2023	9,834.48	16-58-16-47 OUTSIDE SERVICES EM
Total	555063:				9,834.48	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
MEAD A	ND HUNT INC					
554744	MEAD AND HUNT INC	354353	R4666751-222874.01-SWR &WT	09/13/2023	1,320.00	03-99-99-98 CAPITAL OUTLAY ITEMS
554744	MEAD AND HUNT INC	354353	R4666751-222874.01-SWR &WT	09/13/2023	1,570.00	02-97-30-00 CAPITAL OUTLAY
То	tal 554744:				2,890.00	
	MEAD AND HUNT INC MEAD AND HUNT INC	358881 358881	R4666751-222874.01-SWR &WT R4666751-222874.01-SWR &WT	12/11/2023 12/11/2023	*	03-99-99-98 CAPITAL OUTLAY ITEMS 02-97-30-00 CAPITAL OUTLAY
		330001	14000731-222074.01-3WIX &WY	12/11/2023		02-51-30-00 CAPITAL OUTLAT
То	tal 554744:				3,311.00	
	MEAD AND HUNT INC MEAD AND HUNT INC	358882 358882	PROJ R4666751-231040.01 MS4 PROJ R4666751-231040.01 MS4	12/11/2023 12/11/2023		01-54-10-50 GIS
004744	MEAD AND HONT INC	330002	PROJ R4000/31-231040.01 WI34	12/11/2023		16-58-16-20 SOFTWARE MAINTENA
То	tal 554744:				1,838.00	
554744	MEAD AND HUNT INC	358886	R4666751-222127.01-SLUDGE D	12/11/2023	95.00	02-85-00-20 OUTSIDE SERVICES EN
То	tal 554744:				95.00	
MEGAN	SCHWEFEL					
19390	MEGAN SCHWEFEL	12423	2023 MILEAGE REIMBURSEME	12/04/2023	17.03	01-55-20-42 MILEAGE
То	tal 19390:				17.03	
MENAR		04400		44/00/0000	000.04	05 50 44 00 DADIA EVENNOLON
13384	MENARDS INC	61130	REFLECTION PARK PAVERS, E	11/02/2023	233.24	05-58-11-20 PARK EXPANSION
То	tal 13384:				233.24	
13384	MENARDS INC	61173	REFLECTION PARK TERRACE B	11/03/2023	77.93	05-58-11-20 PARK EXPANSION
То	tal 13384:				77.93	
13384	MENARDS INC	62674	ARPA BATHROOMS	12/01/2023	151.65	24-55-41-20 ARPA Parks Repairs & Up
То	tal 13384:				151.65	
MICHEL	S CORPORATION					
13415	MICHELS CORPORATION	461985	RIP RAP - EROSION CONTROL -	11/18/2023	5,366.24	05-58-11-41 SEAWALL
То	tal 13415:				5,366.24	
MOTOR	OLA SOLUTIONS INC					
13745	MOTOROLA SOLUTIONS INC	8281714005	BATTERIES FOR RADIOS FIRE	09/13/2023	1,627.30	01-52-31-26 RADIO MAINTENANCE
То	tal 13745:				1,627.30	
IEENAH	H FOUNDRY COMPANY					
14325	NEENAH FOUNDRY COMPANY	137396	DET WARNING PLATE	12/07/2023	1,896.00	05-58-11-69 STREETS
То	tal 14325:				1,896.00	
	HESPE	10.1005	INVOIDABLE OF A	10/16/22		40.50.40.47.00.17.10.77.
	NICOLE HESPE	121323	HYGIENIST SEAL A SMILE PGM	12/13/2023		18-53-18-17 CONTRACTED STAFF
277Q	NICOLE HESPE	121323	HYGIENIST SEAL A SMILE PGM	12/13/2023	180.00	18-53-18-17 CONTRACTED STAFF

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
8378	NICOLE HESPE	121323	HYGIENIST SEAL A SMILE PGM	12/13/2023	150.00	18-53-18-17 CONTRACTED STAFF
То	otal 8378:				710.00	
	ZIMMERMAN NICOLE ZIMMERMAN	404222 ZIMME	WELLNESS GRANT REIMBURS	40/42/2022	40.45	01-51-60-18 SUPPLIES & EXPENSE
20425	NICOLE ZIWIWERWAN	10 1223 ZIMIME	WELLINESS GRAINT REINIBURS	10/12/2023	40.15	UI-31-00-16 SUPPLIES & EXPENSE
To	tal 26425:				40.15	
	LAND EQUIPMENT CO  NORTHLAND EQUIPMENT CO	0173546-IN	23 FORD F250 LIFTGATE	11/22/2023	3,858.00	05-55-41-70 CAPITAL PROJECTS
To	otal 555079:				3,858.00	
OFFICE	PRO					
15275	OFFICE PRO	673655-0	SHRED SERVICES	12/01/2023	50.00	01-51-40-18 SUPPLIES & EXPENSE
To	otal 15275:				50.00	
	OMINION BRUSH CO INC	8800927	IMPELLER FOR LEAF BLOWER	11/20/2023	1,585.34	16-58-16-22 MAINTENANCE
To	ital 15485:				1,585.34	
15485	OLD DOMINION BRUSH CO INC	8811676	LEAF VAC PARTS	11/30/2023	772.01	16-58-16-22 MAINTENANCE
To	otal 15485:				772.01	
PAYNE	& DOLAN INC					
16185	PAYNE & DOLAN INC	APPLICATION	#6-23 BITUMINOUS SURFACING	12/12/2023	12,739.45	05-58-11-69 STREETS
	PAYNE & DOLAN INC	APPLICATION	#6-23 BITUMINOUS SURFACING	12/12/2023	*	16-58-16-39 STREET REPAIRS
	PAYNE & DOLAN INC PAYNE & DOLAN INC	APPLICATION APPLICATION	#6-23 BITUMINOUS SURFACING #6-23 BITUMINOUS SURFACING	12/12/2023 12/12/2023		16-58-16-60 CAPITAL OUTLAY 03-99-99-99 CAPITAL OUTLAY
To	tal 16185:				62,187.54	
PETER	HARTZ-PETTY CASH					
8199	PETER HARTZ-PETTY CASH	WTR120723PC	MISC POSTAGE - WTR	12/07/2023	145.42	03-99-21-18 SUPPLIES & EXPENSE
	PETER HARTZ-PETTY CASH		PLAT BOOK - WTR	12/07/2023		03-99-30-18 SUPPLIES-ADMIN. MISC.
8199	PETER HARTZ-PETTY CASH	WTR120723PC	CAR WASH-DODGE JOURNEY -	12/07/2023	6.00	03-99-40-18 SUPPLIES-MAINT. OF TR
To	tal 8199:				181.42	
PROHE	ALTH MEDICAL GROUP INC					
16681	PROHEALTH MEDICAL GROUP I	320461	AIMEE STEGGALL NEW HIRE T	12/01/2023	535.00	01-52-31-19 HIRING EXPENSES
To	otal 16681:				535.00	
REBEC	CA WEGNER					
555055	REBECCA WEGNER	121423	MILEAGE - PICKUP MAIL - NOV	12/14/2023	20.96	01-51-40-24 TRAVEL & TRAINING
To	otal 555055:				20.96	
REDFO	RD DATA SERVICES LLC					
		413	SCADA SYSTEM WORK - WW	12/04/2023		02-85-00-20 OUTSIDE SERVICES EM
18371	REDFORD DATA SERVICES LLC	413	SCADA SYSTEM WORK - WTR	12/04/2023	988.32	03-99-23-18 OUTSIDE SERVICES EXP

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total	ıl 18371:				1,835.46	
	USINESS PRODUCTS RHYME BUSINESS PRODUCTS	35420781	COPIER MAINT FEE-	12/01/2023	763.44	01-52-11-20 MAINTENANCE CONTRA
Total	I 4092:				763.44	
4092 R	RHYME BUSINESS PRODUCTS	35420782	COPIER MAINT FEE-	12/01/2023	291.39	01-54-10-26 MAINTENANCE CONTRA
Total	ıl 4092:				291.39	
RICOH US 18509 F	SA INC RICOH USA INC	5068481464	COPIER CONTRACT-	11/20/2023	353.67	01-55-20-17 CONTRACT SERVICES
Total	ıl 18509:				353.67	
	HILL LAW LTD ROBERT HILL LAW LTD	282910815052	REFUND 2022 REAL ESTATE TA	11/14/2023	2,659.97	01-22-21-20 DEFERRED REVENUE
Total	I 555049:				2,659.97	
555049 R	ROBERT HILL LAW LTD	282910815052	REFUND 2022 REAL ESTATE TA	11/14/2023	10,117.68	01-22-21-20 DEFERRED REVENUE
Total	ıl 555049:				10,117.68	
	/ER BLACKSMITH LLC ROCK RIVER BLACKSMITH LLC	2406	FABRICATE KNOX BOX HOLDE	11/28/2023	280.00	01-52-31-42 APPARATUS MAINTENAN
Total	I 18685:				280.00	
	ROTHERS INC ROHDE BROTHERS INC	55003	SLUDGE DEWATER - WW	11/30/2023	19,900.00	02-97-30-12 REPAIR OR REPLACE
Total	I 554711:				19,900.00	
	ER ELEVATOR CORP	8106272131	MUNI BLDG - ELEVATOR CONT	06/13/2023	1,434.00	01-51-71-26 MAINTENANCE CONTRA
Total	I 19271:				1,434.00	
19271 S	SCHINDLER ELEVATOR CORP	8106417716	MUNI BLDG - ELEVATOR CONT	12/01/2023	1,434.00	01-51-71-26 MAINTENANCE CONTRA
Total	ıl 19271:				1,434.00	
19271 S	SCHINDLER ELEVATOR CORP	8106417717	SENIOR CENTER ELEVATOR	12/01/2023	716.79	01-55-20-17 CONTRACT SERVICES
Total	I 19271:				716.79	
	AKE AUTO & TIRE CENTER SILVER LAKE AUTO & TIRE CEN	P-29101	TOWING-PD	12/01/2023	90.00	01-52-11-49 TOWING
Total	I 19572:				90.00	
	DUSTRIAL WOODWORK INC STANS INDUSTRIAL WOODWO	3046	LATH FOR MARKING PLOW RO	07/20/2023	639.60	01-54-35-18 SUPPLIES & EXPENSE

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total 19767:				639.60	
STEPHANIE MAZZONI 554005 STEPHANIE MAZZONI	121223 Mazzo	TUITION REIMBURSEMENT FIR	12/12/2023	77.15	01-52-31-48 TRAINING TUITION
Total 554005:				77.15	
STRYKER SALES CORPORATION  19870 STRYKER SALES CORPORATIO	9205086953	REPAIR POWER LOAD IN MED	11/22/2023	1 400 95	01-52-31-42 APPARATUS MAINTENAI
Total 19870:	02000000		,	1,400.95	0.020.127.17.00.00
TALLGRASS RESTORATION LLC 555048 TALLGRASS RESTORATION LL	2031197	HERBICIDE APPL VISIT #1-9/8/2	09/13/2023	750.00	02-83-10-40 GENERAL PLANT STRUG
Total 555048:				750.00	
555048 TALLGRASS RESTORATION LL	2031198	HERBICIDE APPL VISIT #1-9/8/2	09/13/2023	1,230.00	02-83-10-40 GENERAL PLANT STRUC
Total 555048:				1,230.00	
555048 TALLGRASS RESTORATION LL	2031717	FALL APPL NO-TILL DRILL/SEED	11/21/2023	3,060.00	02-83-10-40 GENERAL PLANT STRUC
Total 555048:				3,060.00	
555048 TALLGRASS RESTORATION LL	2031718	FALL APPL NO-TILL DRILL/SEED	11/21/2023	6,000.00	02-83-10-40 GENERAL PLANT STRUC
Total 555048:				6,000.00	
TKK ELECTRONICS 20014 TKK ELECTRONICS	141547	3 CRADLE POINT LICENSES FI	12/06/2023	630.00	01-52-31-22 DUES, FEES & SUBS
Total 20014:				630.00	
TONY ROCKER ENTERPRISES 18699 TONY ROCKER ENTERPRISES	12423	SR CENTER ENTERTAINMENT	12/04/2023	325.00	24-58-11-07 SR. CENTER FUNDRAISI
Total 18699:				325.00	
TOP NOTCH AWARDS LLC 20630 TOP NOTCH AWARDS LLC	2023-117	PARADE FLOAT PLAQUES	11/21/2023	341.49	24-58-11-10 CHRISTMAS PARADE
Total 20630:				341.49	
TOP PACK DEFENSE LLC 552646 TOP PACK DEFENSE LLC	11971	PD - AUXILIARY SHIRTS	11/29/2023	205.00	01-52-11-54 UNIFORM ALLOWANCE
Total 552646:				205.00	
TRUCK COUNTRY - MADISON 20846 TRUCK COUNTRY - MADISON	X201843252:0	SUSPENSION ROD VEH 57	11/27/2023	428.91	01-54-11-20 REPAIRS
Total 20846:				428.91	
20846 TRUCK COUNTRY - MADISON	X201844125:0	HOOD LATCH FOR VEH 31	11/29/2023	64 87	01-54-11-20 REPAIRS

#### Payment Approval Report - Council Meeting

CITY OF WATERTOWN

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

Vendor Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total 20846:				64.87	
UNITED COOPERATIVE 21528 UNITED COOPERATIVE	6545	LP FUEL-FORK LIFT	12/06/2023	266.78	01-54-11-40 GASOLINE
Total 21528:				266.78	
UNITED INDUSTRIAL AUTOMATION 21496 UNITED INDUSTRIAL AUTOM	MATI 2173	CPU RPLMNT - WW	12/12/2023	300.00	02-83-10-42 PROCESSING EQUIPME
Total 21496:				300.00	
UNIVERSAL RECYCLING TECHNOLOGICAL 21538 UNIVERSAL RECYCLING TE		APPLIANCE AND ELECTRONIC	11/29/2023	653.00	17-58-17-41 OUTSIDE RECYCLING S
Total 21538:				653.00	
US POSTAL SERVICE-WATERTOWN 21522 US POSTAL SERVICE-WATE	RT SF120123	PERMIT #93 PRE-PMT - WTR	12/11/2023	2,500.00	03-90-30-18 SUPPLIES-CUSTOMER R
Total 21522:				2,500.00	
USIC LOCATING SERVICES LLC 553098 USIC LOCATING SERVICES L	LC 627889 LC 627889	DIGGERS HOTLINE TICKET LO DIGGERS HOTLINE TICKET LO DIGGERS HOTLINE TICKET LO DIGGERS HOTLINE TICKET LO	11/30/2023 11/30/2023 11/30/2023 11/30/2023	1,157.44 1,157.44	01-54-31-18 SUPPLIES & EXPENSE 16-58-16-32 DIGGER'S LOCATE FEES 03-99-23-18 OUTSIDE SERVICES EXF 02-85-00-20 OUTSIDE SERVICES EM
Total 553098:				3,504.82	
VANDEWALLE & ASSOCIATES 22160 VANDEWALLE & ASSOCIATE	S 202310090	MAIN ST REMAKE - DOWNTOW	10/18/2023	10,690.00	24-58-11-26 DOWNTOWN/MAIN ST IM
Total 22160:				10,690.00	
WATERTOWN AREA CHAMBER OF CO 23160 WATERTOWN AREA CHAMBE		RETIREMENT GIFT CARD SHER	11/28/2023	50.00	01-51-40-18 SUPPLIES & EXPENSE
Total 23160:				50.00	
WATERTOWN REGIONAL MEDICAL C 23400 WATERTOWN REGIONAL ME		DRUG SCREEN AND BREATH T	11/08/2023	75.00	17-58-17-59 SAFETY EQUIPMENT
Total 23400:				75.00	
23400 WATERTOWN REGIONAL ME	EDI 110823 MUELL	DRUG SCREEN MUELLER STR	11/08/2023	30.00	01-54-31-59 SAFETY EQUIPMENT
Total 23400:				30.00	
23400 WATERTOWN REGIONAL ME	EDI 110823 PITTE	DRUG SCREEN PITTERLE STR	11/08/2023	30.00	16-58-16-41 SAFETY EQUIPMENT
Total 23400:				30.00	
23400 WATERTOWN REGIONAL ME	EDI 111723 BARTS	NEW HIRE DRUG SCREEN BAR	11/17/2023	40.00	02-85-00-44 OFFICE SUPPLIES & EX

## PACKET   MANUAL BOYO   MAN	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
1222	То	tal 23400:				40.00	
Total 2842:	WAYNE	BOYD					
March   Marc	2642	WAYNE BOYD	112823	SAFETY SHOE REIMBURSEME	11/28/2023	100.00	17-58-17-59 SAFETY EQUIPMENT
23530   WE ENERGIES   1012/2023   BOUGHTON/HIGHLAND LIGHT  1014/2023   300.00   1-54-4-20 REPAIRS   300.00   1-54-2-20 REPAIRS   300.00   300.	То	tal 2642:				100.00	
Total 23530:   HUMANE OFFI   HUMANE OFFICER RECERT - A   12/12/2023   35.00   01-52-11-22   DUES, FEES & SUBS	WE ENE	RGIES					
MIDEPT OF AG TRADE   HUMANE OFFI HUMANE OFFI HUMANE OFFICER RECERT - A   12/12/2023   35.00   01-52-11-22   DUES, FEES & SUBS   35.00   35.00   01-52-11-22   DUES, FEES & SUBS   35.00   01-52-11-2	23530	WE ENERGIES	10122023	BOUGHTON/HIGHLAND LIGHTI	10/12/2023	300.00	01-54-42-20 REPAIRS
Total 552457   WI DEPT OF AG TRADE   HUMANE OFFI   HUMANE OFFICER RECERT - A   12/12/2023   35.00   01-52-11-22 DUES, FEES & SUBS	То	tal 23530:				300.00	
Total 552457: 35.00    SE2457   WI DEPT OF AG TRADE   HUMANE OFFI HUMANE OFFICER RECERT - KI   12/12/2023   35.00   01-52-11-22 DUES, FEES & SUBS							
NUMBER   S2457   WI DEPT OF AG TRADE   HUMANE OFFI   HUMANE OFFICER RECERT - KI   12/12/2023   35.00   01-52-11-22   DUES, FEES & SUBS   35.00   01-52-11-22   DUES, FEES & SUBS   35.00   01-52-11-8   SUPPLIES & EXPENSE   22731   WI DEPT OF JUSTICE   G3488 202311   RECORDS CHECKS ZARLING R   12/01/2023   7.00   01-55-21-18   SUPPLIES & EXPENSE   22731   WI DEPT OF JUSTICE   G3488 202311   RECORDS CHECKS SIEVERT R   12/01/2023   7.00   01-55-21-18   SUPPLIES & EXPENSE   22731   WI DEPT OF JUSTICE   G3488 202311   RECORDS CHECKS SIEVERT R   12/01/2023   7.00   01-55-21-18   SUPPLIES & EXPENSE   12/01/2023   38.321.21   01-56-11-69   STREETS   12/01/2023   38.321.21   01-56-11-69   STREETS   12/01/2023	552457	WI DEPT OF AG TRADE	HUMANE OFFI	HUMANE OFFICER RECERT - A	12/12/2023	35.00	01-52-11-22 DUES, FEES & SUBS
### MIDEPT OF JUSTICE  23731 WI DEPT OF JUSTICE  23732 WI DEPT OF JUSTICE  23732 WI DEPT OF JUSTICE  23732 WI DEPT OF JUSTICE  23733 WI DEPT OF JUSTICE  23734 WI DEPT OF JUSTICE  23745 WI DEPT OF JUSTICE  23745 WI DEPT OF JUSTICE  23746 WI DEPT OF TRANSPORTATION  23795 WI DE	То	tal 552457:				35.00	
## DEPT OF JUSTICE  23731 WI DEPT OF JUSTICE G3488 202311 RECORDS CHECKS ZARLING R 12/01/2023 7.00 01-55-21-18 SUPPLIES & EXPENSE 23731 WI DEPT OF JUSTICE G3488 202311 RECORDS CHECKS SIEVER R 12/01/2023 7.00 01-55-21-18 SUPPLIES & EXPENSE 23731 WI DEPT OF JUSTICE G3488 202311 RECORDS CHECKS SIEVER R 12/01/2023 7.00 01-55-21-18 SUPPLIES & EXPENSE 23731 WI DEPT OF JUSTICE G3488 202311 RECORDS CHECKS SIEVER R 12/01/2023 7.00 01-55-21-18 SUPPLIES & EXPENSE 23731 WI DEPT OF JUSTICE G3488 202311 RECORDS CHECKS KIJEHL RE 12/01/2023 7.00 02-82-00-18 SUPPLIES & EXPENSE 23731 WI DEPT OF JUSTICE G3488 202311 RECORDS CHECKS BARTSCH 12/01/2023 7.00 02-82-00-18 SUPPLIES & EXPENSE 23731 WI DEPT OF TRANSPORTATION 23795 WI DEPT OF TRANSPORTATION 25795 PROJ ID 39539970078 N. FOUR 25795 WI DEPT OF TRANSPORTATION 25795 PROJ ID 39539970078 N. FOUR 25795 WI DEPT OF TRANSPORTATION 25795 PROJ ID 39539970078 N. FOUR 25795 WI DEPT OF TRANSPORTATION 25795 PROJ ID 39539970078 N. FOUR 25795 WI DEPT OF TRANSPORTATION 25795 PROJ ID 39539970078 N. FOUR 25795 WI DEPT OF TRANSPORTATION 25795 PROJ ID 39539970078 N. FOUR 25795 WI DEPT OF TRANSPORTATION 25795 PROJ ID 39539970078 N. FOUR 25795 WI DEPT OF TRANSPORTATION 25795 PROJ ID 39539970078 N. FOUR 25795 WI DEPT OF TRANSPORTATION 25795 PROJ ID 39539970078 N. FOUR 25795 WI DEPT OF TRANSPORTATION 25795 PROJ ID 39539970078 N. FOUR 25795 P	552457	WI DEPT OF AG TRADE	HUMANE OFFI	HUMANE OFFICER RECERT - KI	12/12/2023	35.00	01-52-11-22 DUES, FEES & SUBS
23731 WI DEPT OF JUSTICE G3488 202311 RECORDS CHECKS ZARLING R 12/01/2023 7.00 01-55-21-18 SUPPLIES & EXPENSE 23731 WI DEPT OF JUSTICE G3488 202311 RECORDS CHECKS SIEVERT R 12/01/2023 7.00 01-55-21-18 SUPPLIES & EXPENSE 23731 WI DEPT OF JUSTICE G3488 202311 RECORDS CHECKS SIEVERT R 12/01/2023 7.00 01-55-21-18 SUPPLIES & EXPENSE 23731 WI DEPT OF JUSTICE G3488 202311 RECORDS CHECKS RUEHL R 12/01/2023 7.00 02-82-00-18 SUPPLIES & EXPENSE 23731 WI DEPT OF JUSTICE G3488 202311 RECORDS CHECKS BARTSCH 12/01/2023 7.00 02-82-00-18 SUPPLIES & EXPENSE 23731: 28.00	То	tal 552457:				35.00	
23731   WI DEPT OF JUSTICE   G3488 202311   RECORDS CHECKS SIEVERT R   12/01/2023   7.00   01-55-21-18   SUPPLIES & EXPENSE   23731   WI DEPT OF JUSTICE   G3488 202311   RECORDS CHECKS KUEHL RE   12/01/2023   7.00   01-55-21-18   SUPPLIES & EXPENSE   12/01/2023   7.00   01-55-21-18   SUPPLIES & EXPENSE   23731   WI DEPT OF JUSTICE   G3488 202311   RECORDS CHECKS BARTSCH   12/01/2023   7.00   02-82-00-18   SUPPLIES & EXPENSE   28/01	WI DEP	Γ OF JUSTICE					
23731 WI DEPT OF JUSTICE G3488 202311 RECORDS CHECKS KUEHL RE 12/01/2023 7.00 01-55-21-18 SUPPLIES & EXPENSE 23731 WI DEPT OF JUSTICE G3488 202311 RECORDS CHECKS BARTSCH 12/01/2023 7.00 02-62-00-18 SUPPLIES & EXPENSE 23731: 28.00  WI DEPT OF TRANSPORTATION 23795: 38.321.21 38.321.21 05-58-11-69 STREETS  23795 WI DEPT OF TRANSPORTATION 395-00003204 PROJ ID 39539970078 N. FOUR 09/01/2023 60,187.40 05-58-11-69 STREETS  23795 WI DEPT OF TRANSPORTATION 395-00003204 PROJ ID 39539970078 N. FOUR 09/01/2023 60,187.40 05-58-11-69 STREETS  23795 WI DEPT OF TRANSPORTATION 395-00003205 PROJ ID 39539970078 N. FOUR 09/01/2023 60,187.40 05-58-11-69 STREETS  23795 WI DEPT OF TRANSPORTATION 395-00003285 PROJ ID 39539970078 N. FOUR 11/01/2023 19,035.54 05-58-11-69 STREETS  23795 WI DEPT OF TRANSPORTATION NC 23795: 19,035.54 05-58-11-69 STREETS  23846 WISCONSIN AVIATION INC RYV23-199028 WEED WACKING 11/30/2023 4.5 01-54-53-18 SUPPLIES & EXPENSE 41/30/2023 4.5 01-54-53-30 ELECTRIC CATE, AW 11/30/2023 4.6 01-54-53-30	23731	WI DEPT OF JUSTICE	G3488 202311	RECORDS CHECKS ZARLING R	12/01/2023	7.00	01-55-21-18 SUPPLIES & EXPENSE
23731 WI DEPT OF JUSTICE  Total 23731:  28.00  WI DEPT OF TRANSPORTATION 23795 WI DEPT OF TRANSPORTATION 395-00003168 PROJ ID 39539970078 N. FOUR 08/01/2023 38.321.21 23795 WI DEPT OF TRANSPORTATION 395-00003204 PROJ ID 39539970078 N. FOUR 09/01/2023 60.187.40 23795 WI DEPT OF TRANSPORTATION 395-00003204 PROJ ID 39539970078 N. FOUR 09/01/2023 60.187.40 23795 WI DEPT OF TRANSPORTATION 395-00003204 PROJ ID 39539970078 N. FOUR 09/01/2023 60.187.40 23795 WI DEPT OF TRANSPORTATION 395-00003205 PROJ ID 39539970078 N. FOUR 11/01/2023 19.035.54  WI DEPT OF TRANSPORTATION 395-00003205 PROJ ID 39539970078 N. FOUR 11/01/2023 19.035.54  WI DEPT OF TRANSPORTATION 395-00003205 PROJ ID 39539970078 N. FOUR 11/01/2023 19.035.54  WI DEPT OF TRANSPORTATION 395-00003205 PROJ ID 39539970078 N. FOUR 11/01/2023 19.035.54  WI DEPT OF TRANSPORTATION RO 23646 WISCONSIN AVIATION INC 24646 WISCONSIN A	23731	WI DEPT OF JUSTICE	G3488 202311	RECORDS CHECKS SIEVERT R	12/01/2023	7.00	01-55-21-18 SUPPLIES & EXPENSE
Total 23731:   28.00							
WI DEPT OF TRANSPORTATION   395-00003168   PROJ ID 39539970078 N. FOUR   08/01/2023   38,321.21   05-58-11-69   STREETS   38,321.21   05	23731	WI DEPT OF JUSTICE	G3488 202311	RECORDS CHECKS BARTSCH	12/01/2023	7.00	02-82-00-18 SUPPLIES & EXPENSE
23795 WI DEPT OF TRANSPORTATION 395-00003168 PROJ ID 39539970078 N. FOUR 08/01/2023 38,321.21 38,321.21 05-58-11-69 STREETS  23795 WI DEPT OF TRANSPORTATION 395-00003204 PROJ ID 39539970078 N. FOUR 09/01/2023 60,187.40 05-58-11-69 STREETS  23795 WI DEPT OF TRANSPORTATION 395-00003285 PROJ ID 39539970078 N. FOUR 11/01/2023 19,035.54 05-58-11-69 STREETS  23795 WI DEPT OF TRANSPORTATION 395-00003285 PROJ ID 39539970078 N. FOUR 11/01/2023 19,035.54 05-58-11-69 STREETS  23795 WI DEPT OF TRANSPORTATION REPUBLIES AND AVIATION INC 23795: 19,035.54	То	tal 23731:				28.00	
Total 23795: 38,321.21 23795 WI DEPT OF TRANSPORTATION 395-00003204 PROJ ID 39539970078 N. FOUR 09/01/2023 60,187.40 05-58-11-69 STREETS  Total 23795: 60,187.40 60,187.40 23795 WI DEPT OF TRANSPORTATION 395-00003285 PROJ ID 39539970078 N. FOUR 11/01/2023 19,035.54 05-58-11-69 STREETS  Total 23795: 19,035.54 05-58-11-69 STREETS  WISCONSIN AVIATION INC 23646 WISCONSIN AVIATION INC RYV23-199028 TRASH BAGS, OIL, CONCRETE 11/30/2023 139.55 01-54-53-18 SUPPLIES & EXPENSE 23646 WISCONSIN AVIATION INC RYV23-199028 AIRPORT ELECTRIC GATE, AW 11/30/2023 100.42 01-54-53-28 FUEL 23646: 244.42 23646 WISCONSIN AVIATION INC RYV23-199173 AIRPORT MANAGER FEES - DE 11/30/2023 4,672.00 01-54-53-10 AIRPORT MANAGERS FILE 23646: 4,672.00 01-54-53-18 SUPPLIES & EXPENSE 246-64 WISCONSIN AVIATION INC WINU23-91251 WEED WACKING, RPR LIGHTS/ 11/30/2023 1,953.00 01-54-53-18 SUPPLIES & EXPENSE 23646 WISCONSIN AVIATION INC UNU23-91251 WEED WACKING, RPR LIGHTS/ 11/30/2023 1,953.00 01-54-53-36 MOWING	WI DEP	T OF TRANSPORTATION					
23795   WI DEPT OF TRANSPORTATION   395-00003204   PROJ ID 39539970078 N. FOUR   09/01/2023   60,187.40   05-58-11-69   STREETS	23795	WI DEPT OF TRANSPORTATION	395-00003168	PROJ ID 39539970078 N. FOUR	08/01/2023	38,321.21	05-58-11-69 STREETS
Total 23795: 60,187.40 23795 WI DEPT OF TRANSPORTATION 395-00003285 PROJ ID 39539970078 N. FOUR 11/01/2023 19,035.54 05-58-11-69 STREETS  Total 23795: 19,035.54  WISCONSIN AVIATION INC 23646 WISCONSIN AVIATION INC RYV23-199028 WEED WACKING 11/30/2023 4.45 01-54-53-18 SUPPLIES & EXPENSE 23646 WISCONSIN AVIATION INC RYV23-199028 AIRPORT ELECTRIC GATE, AW 11/30/2023 100.42 01-54-53-30 ELECTRIC  Total 23646: 244.42  23646 WISCONSIN AVIATION INC RYV23-199173 AIRPORT MANAGER FEES - DE 11/30/2023 4.672.00 01-54-53-10 AIRPORT MANAGERS FINDLE 11/30/2023 4.672.00 01-54-53-18 SUPPLIES & EXPENSE 244.42  23646 WISCONSIN AVIATION INC RYV23-199173 AIRPORT MANAGER FEES - DE 11/30/2023 1,953.00 01-54-53-10 AIRPORT MANAGERS FINDLE 23646: 4,672.00 01-54-53-18 SUPPLIES & EXPENSE 23646 WISCONSIN AVIATION INC UNU23-91251 WEED WACKING, RPR LIGHTS/ 11/30/2023 1,953.00 01-54-53-18 SUPPLIES & EXPENSE 23646 WISCONSIN AVIATION INC UNU23-91251 AIRPORT MOWING & TRIMMIN 11/30/2023 420.00 01-54-53-36 MOWING	То	tal 23795:				38,321.21	
23795 WI DEPT OF TRANSPORTATION 395-00003285 PROJ ID 39539970078 N. FOUR 11/01/2023 19,035.54 05-58-11-69 STREETS  Total 23795: 19,035.54  WISCONSIN AVIATION INC 23646 WISCONSIN AVIATION INC RYV23-199028 TRASH BAGS, OIL, CONCRETE 11/30/2023 139.55 01-54-53-18 SUPPLIES & EXPENSE 23646 WISCONSIN AVIATION INC RYV23-199028 AIRPORT ELECTRIC GATE, AW 11/30/2023 100.42 01-54-53-30 ELECTRIC  Total 23646: 244.42  23646 WISCONSIN AVIATION INC RYV23-199173 AIRPORT MANAGER FEES - DE 11/30/2023 4,672.00 01-54-53-10 AIRPORT MANAGERS FIND 11/30/2023 1,953.00 01-54-53-18 SUPPLIES & EXPENSE 244.42  23646 WISCONSIN AVIATION INC UNU23-91251 WEED WACKING, RPR LIGHTS/ 11/30/2023 1,953.00 01-54-53-18 SUPPLIES & EXPENSE 2466 WISCONSIN AVIATION INC UNU23-91251 AIRPORT MOWING & TRIMMIN 11/30/2023 420.00 01-54-53-36 MOWING	23795	WI DEPT OF TRANSPORTATION	395-00003204	PROJ ID 39539970078 N. FOUR	09/01/2023	60,187.40	05-58-11-69 STREETS
Total 23795: 19,035.54  WISCONSIN AVIATION INC 23646 WISCONSIN AVIATION INC RYV23-199028 TRASH BAGS, OIL, CONCRETE 11/30/2023 139.55 01-54-53-18 SUPPLIES & EXPENSE 23646 WISCONSIN AVIATION INC RYV23-199028 WEED WACKING 11/30/2023 4.45 01-54-53-28 FUEL 23646 WISCONSIN AVIATION INC RYV23-199028 AIRPORT ELECTRIC GATE, AW 11/30/2023 100.42 01-54-53-30 ELECTRIC  Total 23646: 244.42  23646 WISCONSIN AVIATION INC RYV23-199173 AIRPORT MANAGER FEES - DE 11/30/2023 4,672.00 01-54-53-10 AIRPORT MANAGERS FINTER TOTAL 23646: 4,672.00  23646 WISCONSIN AVIATION INC UNU23-91251 WEED WACKING, RPR LIGHTS/ 11/30/2023 1,953.00 01-54-53-18 SUPPLIES & EXPENSE 23646 WISCONSIN AVIATION INC UNU23-91251 AIRPORT MOWING & TRIMMIN 11/30/2023 420.00 01-54-53-36 MOWING	То	tal 23795:				60,187.40	
WISCONSIN AVIATION INC  23646 WISCONSIN AVIATION INC  Total 23646:  23646 WISCONSIN AVIATION INC  Total 23646:  23646 WISCONSIN AVIATION INC  Total 23646:  23646 WISCONSIN AVIATION INC  RYV23-199173 AIRPORT MANAGER FEES - DE  Total 23646:  23646 WISCONSIN AVIATION INC  RYV23-199173 WEED WACKING, RPR LIGHTS/  Total 23646:  23646 WISCONSIN AVIATION INC  UNU23-91251 WEED WACKING, RPR LIGHTS/  AIRPORT MOWING & TRIMMIN  11/30/2023 420.00 01-54-53-18 SUPPLIES & EXPENSE  4,672.00  1.953.00 01-54-53-18 SUPPLIES & EXPENSE  400.00 01-54-53-18 SUPPLIES & EXPENSE  11/30/2023 420.00 01-54-53-36 MOWING	23795	WI DEPT OF TRANSPORTATION	395-00003285	PROJ ID 39539970078 N. FOUR	11/01/2023	19,035.54	05-58-11-69 STREETS
23646 WISCONSIN AVIATION INC 2444.42 2444.42 2444.42 2444.42 2444.42 24644	То	tal 23795:				19,035.54	
23646 WISCONSIN AVIATION INC 2444.42 2444.42 2444.42 2444.42 2444.42 24644	WISCON	ISIN AVIATION INC					
23646 WISCONSIN AVIATION INC			RYV23-199028	TRASH BAGS, OIL, CONCRETE	11/30/2023	139.55	01-54-53-18 SUPPLIES & EXPENSE
Total 23646: 244.42  23646 WISCONSIN AVIATION INC RYV23-199173 AIRPORT MANAGER FEES - DE 11/30/2023 4,672.00 01-54-53-10 AIRPORT MANAGERS F  Total 23646: 4,672.00  23646 WISCONSIN AVIATION INC UNU23-91251 WEED WACKING, RPR LIGHTS/ 11/30/2023 1,953.00 01-54-53-18 SUPPLIES & EXPENSE 23646 WISCONSIN AVIATION INC UNU23-91251 AIRPORT MOWING & TRIMMIN 11/30/2023 420.00 01-54-53-36 MOWING	23646	WISCONSIN AVIATION INC	RYV23-199028	WEED WACKING	11/30/2023	4.45	01-54-53-28 FUEL
23646 WISCONSIN AVIATION INC  Total 23646:  UNU23-91251 WEED WACKING, RPR LIGHTS/ WISCONSIN AVIATION INC UNU23-91251 AIRPORT MOWING & TRIMMIN  11/30/2023 4,672.00  4,672.00  01-54-53-10 AIRPORT MANAGERS FIND AIRPORT MOWING & TRIMMIN  11/30/2023 1,953.00  1,953.00 01-54-53-18 SUPPLIES & EXPENSE  4,672.00  01-54-53-18 OUPPLIES & EXPENSE  11/30/2023 420.00  1,953.00 01-54-53-36 MOWING	23646	WISCONSIN AVIATION INC	RYV23-199028	AIRPORT ELECTRIC GATE, AW	11/30/2023	100.42	01-54-53-30 ELECTRIC
Total 23646: 4,672.00  23646 WISCONSIN AVIATION INC UNU23-91251 WEED WACKING, RPR LIGHTS/ 11/30/2023 1,953.00 01-54-53-18 SUPPLIES & EXPENSE 23646 WISCONSIN AVIATION INC UNU23-91251 AIRPORT MOWING & TRIMMIN 11/30/2023 420.00 01-54-53-36 MOWING	То	tal 23646:				244.42	
23646 WISCONSIN AVIATION INC UNU23-91251 WEED WACKING, RPR LIGHTS/ 11/30/2023 1,953.00 01-54-53-18 SUPPLIES & EXPENSE 23646 WISCONSIN AVIATION INC UNU23-91251 AIRPORT MOWING & TRIMMIN 11/30/2023 420.00 01-54-53-36 MOWING	23646	WISCONSIN AVIATION INC	RYV23-199173	AIRPORT MANAGER FEES - DE	11/30/2023	4,672.00	01-54-53-10 AIRPORT MANAGERS FI
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23646 WISCONSIN AVIATION INC UNU23-91251 AIRPORT MOWING & TRIMMIN 11/30/2023 420.00 01-54-53-36 MOWING	23646	WISCONSIN AVIATION INC	UNU23-91251	WEED WACKING, RPR LIGHTS/	11/30/2023	1,953.00	01-54-53-18 SUPPLIES & EXPENSE
23646 WISCONSIN AVIATION INC UNU23-91251 AIRPORT NAV AIDS LIGHT, REP 11/30/2023 420.00 01-54-53-38 NAVIGATIONAL AIDS						,	
	23646	WISCONSIN AVIATION INC	UNU23-91251	AIRPORT NAV AIDS LIGHT, REP	11/30/2023	420.00	01-54-53-38 NAVIGATIONAL AIDS

CITY OF WATERTOWN

Payment Approval Report - Council Meeting

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

Dec 15, 2023 01:20PM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total 236	646:				2,793.00	
	G COMPANY INC F PAVING COMPANY INC 910:	45879	COLD MIX FOR PATCH	12/05/2023	1,900.50	01-54-31-18 SUPPLIES & EXPENSE
<b>ZBM INC</b> 26005 ZBM		29425	PAPER PRODUCTS & CLEASIN	11/30/2023	· · · · · ·	01-54-53-18 SUPPLIES & EXPENSE
Total 260	005:				148.57	
26005 ZBM	INC	29448	MUNI BLDG - CLEANING	12/10/2023	2,300.00	01-51-71-26 MAINTENANCE CONTRA
Total 26	005:				2,300.00	
Grand To	otals:				422,724.26	

#### Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

Invoice.Payment due date = 12/19/2023

#### **PAYROLL SUMMARIES**

For the Period of: 11/15/2023 11/28/2023

	Emp	loyees	Regular	Overtime	Overtime Costs this	Y-T-D Overtime	Overtime	Total
Department	FT	PT	Hours	Hours	Pay Period	Costs	Budget	Payroll
Police	54	2	4,248.21	199.75	9,060.69	162,797.95	114,000.00	163,827.59
Fire	29	1	3,191.00	239.00	9,109.48	170,399.89	150,000.00	89,629.33
Municipal Court	1	1	100.00	-	-	-	-	3,059.91
Mayor	1	-	80.00	-	-	-	-	3,183.86
Bldg. Inspection	3	3	275.25	-	-	(47.44)	1,000.00	10,817.06
Attorney	2	1	216.45	-	-	-	-	7,080.57
Finance	6	-	480.00	0.50	17.51	1,686.13	1,500.00	16,051.75
Watertown TV	2	1	175.25	-	-		-	4,361.43
Administration	3	1	282.00	-	-		-	8,268.07
Engineering	6	-	463.00	-	-		-	10,497.54
Health	9	2	800.00	-	-	334.43	10,500.00	24,022.82
Library	8	17	1,081.25	-	-	75.40	-	22,285.31
Municipal Building	1	-	80.00	-	-	1,518.39	1,000.00	1,787.21
Solid Waste	7	-	560.00	5.00	177.30	1,446.04	3,000.00	14,401.85
Street	23	1	1,945.26	48.50		15,905.80	39,200.00	60,530.51
Park	9	-	719.98	14.00	702.36	11,057.49	18,000.00	17,936.73
Forestry	2	-	160.00	5.00		-	-	8,138.54
Rec Admin	6	1	519.00	-	-	-	400.00	14,000.46
Recreation and Pools	-	21	196.75	-	-	1,623.81	500.00	2,587.75
Wastewater	10	-	776.00	33.75	1,543.60	10,619.38	18,000.00	24,478.93
Water Dept.	10	-	800.00	18.25	773.53	12,838.85	23,500.00	26,537.32
Crossing Guards	-	11	73.00	-	-	-	-	821.25
Police Auxiliary	-	8	34.75	-	-	-	-	553.16
Alderpersons (2nd PR)	-	-	-	-	-	-	-	-
TOTALS	192 FT	71 PT	17,257.15	563.75	21,384.47	390,256.12	380,600.00	534,858.95

#### **CITY OF WATERTOWN**

# Cash & Investment Summary 11/30/23

11/30/23				
Available Cash on Hand 11/1/2023 November Receipts	\$	1,311,384.48 2,092,340.19	<u>-</u>	
Total Cash			\$	3,403,724.67
Disbursements  Total Disbursements				(2,309,564.03)
TOTAL AVAILABLE CASH			\$	1,094,160.64
Cash on Hand (in bank) 11/30/2023 Less Outstanding Checks	\$	1,172,551.58 (78,390.94)	_	
TOTAL AVAILABLE CASH			\$	1,094,160.64
<u>Total Invested Funds:</u> Local Government Investment Pool			\$	30,122,911.65
<b>Ehlers Investment Partners</b>				11,672,621.58
TOTAL INVESTED FUNDS			\$	41,795,533.23
Breakdown:				
General			\$	9,242,768.97
Capital Projects				3,401,584.84
Library				64,230.52
TID #4				3,400,572.05
TID #5				1,438,165.32
ARPA				1,515,837.06
Developer Park Fees				152,882.92
Riverfest				4.18
Envrionmental Health				630,389.26
Wastewater Utility				10,879,569.88
Water Utility				6,997,666.29
Storm Water Utility				3,252,002.63
Solid Waste				819,859.31
TOTAL INVESTED FUNDS			\$	41,795,533.23
Interest YTD (net of fees)				
Local Government Investment Pool			\$	1,548,672.22
Ehler's (does not include market depreciation/ap	nrec	iation)		208,674.99

TOTAL INTEREST YTD (all funds)

\$ 1,757,347.21





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

Office of the

December 14, 2023

TO: Members of the Common Council

### The following applications have been recommended for <u>conditional approval</u> by the Licensing Board:

Application for a "Class A" Malt and Liquor License from Liberty Square Gas Station Inc DBA Refuel Pantry - Watertown (Lakhbir, Singh, Agent) located at 1429 E. Main Street. Conditions include applicant providing documentation of rights to the property, all necessary inspections approved, and surrender of the current liquor license issued to this address.

The following applications have been recommended for <u>approval</u> by the Licensing Board: Application for Temporary Class "B" License from Watertown Riverfest Inc. for Watertown Riverfest located at 812 Labaree St (Riverside Park) on August 8 through August 11, 2024.

Application for operator's license from Karisa Fendt

Respectfully Submitted,

Megan Dunneisen, City Clerk

# Form AT-106

# Original Alcohol Beverage License Application

FOR CLERKE ONLY					
Municipality	Section 11, Item B.				
License Period					

License(s) Requested				
✓ Class "A" Beer	\$	'Class A" Liquor \$	License Fees	\$
Class "B" Beer	\$	'Class B" Liquor \$	Publication Fee	\$ 175.00
☐ "Class C" Wine	\$ ' \ \ \ '	'Class A" Liquor (Cider Only) \$	Background Check	\$
Reserve "Class B" Liqu	or \$	'Class B" (Wine Only) Winery \$	Total Fees	\$
_	gistered entity name or i	n individual's name if sole proprietorship) Station Inc		
Refuel Pantry-	Watertown			
3. Premises Address 6. 1429 E. 4. County	Main St n Jefferson	5. Municipality Waterfour	6. Aldermanic District	
7. Mailing Address (if different 1354 N BIRD 8. FEIN 471036241 10. Premises Phone (608) 254 – 5 12. Entity Type (check one) Sole Proprietor 13. Premises Description including living quarter beverages may be seen solutions.	The from premises address of the second of t	SUN PRAIRIE, W  9. Wisconsin Seller's Permit N  45610285668  11. Premises Email  LIBERTYGASS  Limited Liability Company  ing or buildings where alcohol bevereales, service, consumption, and/or on the premises described in this appropriate to the premise of the	Number 0702  TOP@GMAIL.CO  Corporation No erages are to be sold and store storage of alcohol beverage oplication. Attach additional sh	nprofit Organization red. Describe all rooms s and records. Alcohol
Part B: Questions	A		appear training requirement fo	
1. Have the partners, age this license period? S	ent, or sole proprietor ubmit a copy of Resp	satisfied the responsible beverage consible Beverage Server Training C	Server training requirement to Course Certificate	Yes No
indirect interest in any	alcohol beverage wh	officers, directors, managing memb nolesaler or producer (e.g., brewer, t w. Attach additional sheets if necess	orewpub, winery, distillery)? 👵	Yes V No

Section		

Part C: For Corporate/LLC Application	nts Only					
State of Registration	550.00		8		2. Date of Registrat	
WI					06/15/1	4
Is the applicant business owned by ano parent company below, include parent company's principal members, manage	company mem	ibers in Part D, ar	nd attach	Form AT-	103 for all of the pa	rent
Name of Parent Company		FEIN	of Parent	Company		
Does the parent company or any of its of interest in any other alcohol beverage If yes, please explain using the space ATTACHED	wholesaler or	producer (e.g., b	rewer, bi	rewpub, w	old any direct or inc inery, distillery)?	lirect ✓ Yes
E 6		Agent's First Nam	10			Phone
5. Agent's Last Name		LAKHBI				
SINGH		LIAKIIDII	.`			
Part D: Individual Information						
A Supplemental Questionnaire, Form AT-103, m any parent company as indicated in Part C. Per or nonprofit organization, all partners of a partn	rsons in the app	licant business incl	ude: sole ¡	proprietor, a	ill officers, directors, a	the applicant business and and agent of a corporation
List the full name, title, and phone number	for each perso	n below. Attach a	additional	sheets if	necessary.	
Last Name	First Name			Title		Phone
SINGH	LAKHBIR			PRESI	DENT	
		200	V			
Part E: Attestation						
Who must sign this application?  • sole proprietor  • one general part	tner of a partne	ership • on	e corpora	ate officer	one manag	ing member of an LLC
READ CAREFULLY BEFORE SIGNING: Ur that I am acting solely on behalf of the applic that the rights and responsibilities conferred this business according to the law, including lack of access to any portion of a licensed prand grounds for revocation of this license. I state law. I further understand that I may be any person who knowingly provides material	cant business a by the license( but not limited to emises during in understand that prosecuted for s	nd not on behalf of (s), if granted, will in o, purchasing alcohospection will be detany license issued submitting false sta	f any other not be ass not bevera eemed a re d contrary atements a tion may b	r individual signed to an ages from stefusal to allow to Wis. Standard affidavitoe required	or entity seeking the nother individual or elate authorized whole ow inspection. Such lat. Chapter 125 shall ts in connection with	entity. I agree to operate estates. I understand that refusal is a misdemeanor be void under penalty of this application, and that
Signature Calhha Sin .				) 8 / 2 5	5/2023	
Name (Last, First, M.I.) SINGH , LAKHBIR						
Title PRESIDENT	E	mail liberty	gass	top@	gmail.c	hone 262-237-0956
Part F: For Clerk Use Only						
Date application was filed with clerk	Date reporte	ed to governing bod	ly	D	ate provisional licens	e issued (if applicable)
Date license granted	License nun	mber		D	ate license issued	
Signature of Clerk/Deputy Clerk						
I digitatale of Cicliv Dopaty Clork						_

70

## " A "

Entity	Address	License TYPE
LA GROUP INC (Hoops)	829 4th Ave, Coloma WI 54930	A
GOHL POST STATION INC	N1777 County Road CX,Endeavor WI 53930	'A
WATERTOWN MART INC	330 Summit Ave , Watertown WI 53094	A
FALL RIVER STATION INC	722 S MAIN ST, FALL RIVER WI 53932	
PORTAGE LIQUOR INC	1623 NEW PINERY RD,PORTAGE 53901	A
LIBERTY SQUARE GAS STATION INC	801 E. WISCONSIN ST, PORTAGE WI 53901	*A
WESTFILED MART INC	327 E 2ND ST, WESTFIELD WI 53964	A
LIBERTY SQUARE GAS STATION INC	1354 N BIRD ST, SUN PRAIRIE WI 53590	** <b>A</b>
LIBERTY SQUARE GAS STATION INC	400 Oasis Dr. Black River Falls, WI 54815	r <sub>a</sub> a <b>A</b> ince e ro i
GO2STOP INC (Seversons)	3401 Milwaukee St, Madison , Wi 63714	· · · · · · · · · · · · · · · · · · ·
GOZSTOP INC	902 ATLAS AVE, MADISON, WI 53714	. A
PLANEVIEW TRAVEL PLAZA INC	1500 Planeview Dr. Oshkosh, WI 54904	B way a
RIO KWIK STOP INC	105 E Hwy 16 , Rla W1 53980	Α
4810 WASHINGTON INC (Citgo)	4810 E Washington Ave, Medison wi 53704	e <b>:A</b>
Refuel Pantry westfield Proneer	232 N Pioneer Book Rd, WI WI	A
Rate Porty - Oxford	Un & Ormaby St, Oxford, WI	<b>A</b>
Ofio Pentry - Deerfield	all c Min St. Deertield, wit	A
Reful Party - Westfield BP	III N Proneer Rd, westfield	A
Robul Pantry - Dells	N390 US-12, wisconsin Dells	- W

#### Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions. FEE \$10.00 Application Date: 11/05/2023 City of Watertown County of Jefferson Town ☐ Village The named organization applies for: (check appropriate box(es).) 📝 A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats. A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats. at the premises described below during a special event beginning 08/08/2024 and ending 08/11/2024 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted. Bona fide Club Church 1. Organization (check appropriate box) → Lodge/Society ☐ Fair Association or Agricultural Society Veteran's Organization ✓ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats. (a) Name Watertown Riverfest Inc. (b) Address 400 N Washington St., Watertown ✓ City Town Village (c) Date organized 01/24/2023 (d) If corporation, give date of incorporation 01/24/2023 (e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: (f) Names and addresses of all officers: President Jonathan Lampe, 400 N Washington St., Watertown WI 53098 Vice President Aaron Zimmermann, N8949 Michael Ln., Watertown WI 53094 Secretary Robin Kaufmann, W2681 Rock River Paradise, Watertown, WI 53094 Treasurer Alyse Talaga, 501 Pine Hollow Pl., Watertown, WI 53094 (g) Name and address of manager or person in charge of affair: Karah Pugh, N8535 Hustiford Rd., Watertown, WI 53094 2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored: (a) Street number 812 Labaree St (Riverside Park) Block (c) Do premises occupy all or part of building? All (d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: 3. Name of Event (a) List name of the event Watertown Riverfest (b) Dates of event 08/08/2024 DECLARATION An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000. Officer Jonathan Lampe / 11/5/2023 Watertown Riverfest, Inc. (Signature / Date) (Name of Organization) Date Reported to Council or Board Date Granted by Council License No.



Office of the Clerk/Treasurer 106 Jones Street PO Box 477 Watertown, WI 53094-0477 (920) 262-4000

# Outdoor Open Container Entertainment Event Permit Application

The following items MUST accompany this application:  Event map including fencing plans and street closures  Specific plan indicating where patrons will be permitted to carry alcoholic beverages  Detailed description of all public entertainment associated with the event  Detailed security plan for the event  Proof of insurance must be provided no later than 10 days prior to the event				
Section 1 - Applicant Information		at Lis	the state of the state of	
Corporation/ Organization Name: Watertown Riverfest, Inc.				
Responsible Party: Jonathan Lampe	Billy		Date of Birth: 10/12/1975	
Address: 400 N Washington St	<sup>City</sup> Watertown	State: WI	Zip Code: 53098	
Telephone Number: 920-248-0656	E-mail Address: president@watertownriverfest.com			
Section 2 - Event information			The state of the s	
Name of Event: Watertown Riverfest				
Purpose of Event:  Community Festival for the City of V	Vatertown, WI			
Locations/Address of Event (must include event map in				
Riverside Park and Surrounding Streets – See M				
Event Dates (limit 4 consecutive days):	Event Hours (must be between 6 a.m. & 11 p.m.): 7am-11pm (End 6pm on Sunday)			
8/8/2024-8/11/2024	7am-11pm (End 6pm 0			
		10,0	um Daily Attendance: 00	
Have you applied for a temporary Class "B" malt or tem If no, contact Clerk's Office to obtain proper ticenses/permits.	porary "Class B" wine license fo No hard liquor may be sold/served	r the event? Vgiven away a	Yes □ No at events.	
Have you applied for a special event permit for the even if no, contact Clerk's Office to obtain proper licenses/permits.	nt? ⊠ Yes □ No			
Permit # (office use only)  Date Applicat	tion Received: Approx	ved 🗆	Denied	

#### **INSURANCE**

Each applicant shall furnish to the City, no later than 10 days prior to the event, 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. 101, Wis. Stats. The certificate shall provide that the company will furnish the City with a 10-day prior written notice of cancellation, nonrenewal or material change. The insurance shall be written in comprehensive form and shall 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 shall provide minimum combined single limits for bodily injury and property damage of at least \$1,000,000.00 per person/aggregate.

I hereby make an application for an Outdoor Open Container Entertainm indemnify and hold harmless the City from and against all flabilities, claim equity, costs and expenses, including reasonable attorney fees, for injury any person, firm, organization or corporation, arising in any way as a concontainer Entertainment Elect.	ns, demands, judgments, losses and all suits at law or in or death of any person or loss or damage to the property of
Signature:	



Office of the Clerk/Treasurer 106 Jones Street PO Box 477 Watertown, WI 53094-0477 (920) 262-4000

## Outdoor Open Container Entertainment Event Permit Application Addendum

Community Festival for the City of Watertown, WI - 2024

#### Event map including fencing plans and street closures

See Map in Parent Special Event Permit Submission and on next page. Generally, the entire Riverside Park area open to patrons and activities will be the area where open containers will be permitted. Fencing will be provided around alcohol service points, borders of the grounds will be staffed and all patrons must wear a visible "ID checked" wristband provided by licensed security team or bartender to drink alcoholic beverages.

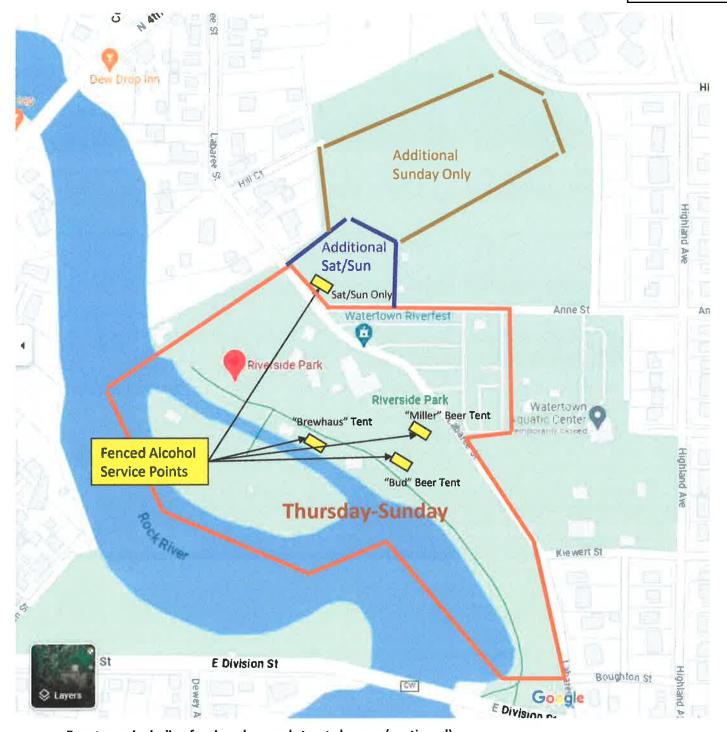
Specific plan indicating where patrons will be permitted to carry alcoholic beverages See next page.

#### Detailed description of all public entertainment associated with the event

Live music will be provided all four nights and during the day on Saturday and Sunday. A carnival will run on the parking lot all four days. An entertainment act will also be onsite on Saturday and a number of exhibitors providing face painting, henna tattoos and chainsaw art will be onsite for four days. Several athletic tournaments including a 5K run, a tennis tournament, a bags tournament, a horseshoe tournament, and a pickleball tournament. A craft fair will be held on the island on Saturday and Sunday, and a car show will be held in the fields on Sunday. Evening lighting of the "Chamberland" playground will also be provided.

#### Proof of insurance must be provided no later than 10 days prior to the event

A Certificate of Insurance remains in effect from 2/27/2023 though 2/27/2024 and will be renewed. The updated certificate will be provided when it is obtained.



#### Event map including fencing plans and street closures (continued)

There will be four fenced alcohol service points, all requiring ID-checked wristbands for service. The three large ones are fenced beer tents on either side of the stage and will be open Thursday-Sunday. A small fenced beer tent will be open by the horseshoe pits on Saturday and Sunday. The area where open containers will be allowed will expand into the horseshoe area on Saturday, and into the fields beyond for the car show on Sunday.



Office of the Clerk

Section 11, Item D.

106 Jones Street
PO Box 477
Watertown, WI 53094-0477
(920) 262-4000

December 1, 2023

Karisa Fendt

Dear Ms. Fendt,

The City of Watertown retains broad discretionary authority in denying, recommending denial, granting, or recommending granting of license applications based on the City of Watertown's Licensing Guidelines as adopted by the Licensing Board. The City's Police Department used these guidelines when reviewing your application to make recommendation that you should not be issued a Beverage Operator License based on the following:

#### Your current probation rules prohibit alcohol/taverns.

If you wish to appear at the Licensing Board meeting Wednesday, December 13, 2023 at 4:30 p.m., the meeting will be held in person at City Hall, 106 Jones St. Watertown WI 53094 in room 0041 and virtually at: <a href="https://meet.goto.com/496523101">https://meet.goto.com/496523101</a> or by calling: <a href="https://meet.goto.com/496523101">https://meet.goto.com/496523

Your license application may be discussed in a closed session part of the meeting during which you will have an opportunity to state the reason you feel your application should be approved. The Licensing Board will then return to open session and take a vote. After Licensing Board has made their decision, it will then be brought to the following City Council meeting for their approval or denial.

If you have any questions, please feel free to contact me. The appeal process is outlined in the Wisconsin State Statute Chapter 125.12(2)(d).

Sincerely,

Megan Dunneisen, City Clerk mdunneisen@watertownwi.gov 920-262-4006

md/SR

CC: Clark Gas Station (Sherry Gas LLC)

### ORDINANCE TO REPEAL AND RECREATE CHAPTER 545, SUDBIVISION OF LAND, OF THE CITY OF WATERTOWN GENERAL ORDINANCES

### SPONSOR: MAYOR MCFARLAND FROM: PLAN COMMISSION

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

SECTION 1. Chapter 545, Subdivision of Land, is hereby repealed and recreated to read as follows:

## Chapter 545 **Subdivision of Land**

[HISTORY: Adopted by the Common Council of the City of Watertown as §§ 20.01 to 20.15 of the former City Code. Amendments noted where applicable.]

GENERAL REFERENCES

General penalty — See § 1-4.

Construction codes — See Ch. 253.

Erosion and sediment control — See Ch. 288.

Impact fees — See Ch. 341.

Restoration and maintenance of vegetation — See Ch. 446, Art. III.

Stormwater management — See Ch. 453.

Wastewater facilities — See Ch. 508.

Water and sewers — See Ch. 512.

Zoning — See Ch. 550.

#### Article I General Provisions

§ 545-1 Title.

This chapter shall be known as the "Subdivision Regulations, City of Watertown, Wisconsin."

§ 545-2 Statutory Authority.

These regulations are adopted under the authority granted by Sections **236.45** and **703.115** of the Wisconsin Statutes.

#### § 545-3 Intent and purpose.

[Amended by Ord. No. 98-63]

This chapter is intended to regulate and control the division and subdivision of land within the corporate limits and the extraterritorial plat approval jurisdiction of the City of Watertown in order to promote the public health, safety, and general welfare; to encourage the most appropriate use of land; to provide the best possible living environment for people; and to conserve the value of buildings placed upon the land by furthering the orderly layout and use of land; ensuring proper

legal description and proper monumenting of land; preventing overcrowding of land and avoiding undue concentration of population; lessening congestion in the streets and highways; securing safety from fire, flooding, water pollution, and other hazards; providing adequate light and air; facilitating adequate provisions for transportation, water, sewerage, schools, parks, playgrounds, open space, stormwater drainage, the conservation of land, natural resources, scenic and historic sites, energy, and other public requirements; facilitating further re-subdivision of larger parcels into smaller parcels of land; furthering the sustainability of the city by accommodating green development and infrastructure; providing adequate affordable housing; restricting building in areas of unsuitable soils or other areas poorly suited for development; providing for proper ingress to and egress from development sites; ensuring enforcement of the development concepts, policies, and standards delineated in the Comprehensive Plan and related components, the Official Map, the Parks and Open Space Plan, the Transportation Plan, the Zoning Code, the Erosion Control and Stormwater Runoff Codes, and the Building Code of the City of Watertown.

#### § 545-4 General requirements.

#### [Amended by Ord. No. 98-63]

- A. Conformance with policies. It is the intent of the City of Watertown that land be developed in harmony with the following policies agreed to in the Comprehensive Plan, Plan for Parks and Open Space, Official Map, and the Jefferson County or Dodge County Land Use Plan as adopted by the City of Watertown:
  - (1) To plan the location and/or timing of new development to make it efficient, to reduce public costs, and to encourage separation and distinction between municipalities.
  - (2) To direct and stage new growth only to those areas planned and programmed for development and capable of providing a full range of urban services, including transportation and schools.
  - (3) To discourage scattered development and urban sprawl.
  - (4) To ensure that development complements rather than conflicts with natural features such as rolling topography, trees, creeks, ponds, and rock formations.
  - (5) To develop a system of interior open spaces within existing environmental corridors to delineate neighborhoods, control stormwater drainage, and provide circulation for pedestrian and bicycle traffic.
  - (6) To ensure that development locates and coordinates safely and efficiently with transportation facilities.
  - (7) To encourage preservation of open space and aesthetic quality in development through the use of planned development districts.
  - (8) To favor development intensities and patterns that are supportive of alternative modes of transportation.
  - (9) To promote and maintain balanced commercial activity that is viable and responsive to the needs of the community and the surrounding market area.
  - (10) To preserve the quality of the water and the air and to prevent extreme noise and visual blight.

- (11) To preserve prime agricultural land through the design and location of development.
- (12) To encourage development in the City with balanced residential, commercial, industrial, and open space patterns and public services.
- B. Land suitability. No land shall be divided or subdivided for development which is held unsuitable by the Plan Commission for reason of flooding or potential flooding, soil limitations, adverse rock formation, inadequate drainage, steep topography, incompatible surrounding development, inadequate public services, or any other condition likely to be harmful to the health, safety, or welfare of the future residents or users of the area or harmful to the community.
  - (1) Except as provided herein, the Plan Commission shall determine land suitability prior to the time the preliminary plat or certified survey map is considered for approval, following review and recommendations by the appropriate City commissions and committees. The Plan Commission may impose special conditions on the plat or certified survey map deemed necessary to protect the health, safety, or welfare of future residents of the area. Those areas found to be environmentally sensitive shall be considered for preservation as open space. The determination of land suitability will be evaluated through the site assessment procedures. The subdivider shall furnish such maps, data, and information as may be necessary to make determine land suitability.
  - (2) Should the Plan Commission determine that the land is unsuitable for the intended development, it shall state its reasons in writing to the subdivider within thirty days of initial Plan Commission action. The subdivider may present additional evidence to support the proposed plat or certified survey map. Upon review of the additional evidence, the Plan Commission shall affirm, modify, or withdraw its determination of unsuitability.
  - (3) The subdivider may appeal the determination of unsuitability as provided in § **545-48**, Appeals.
- C. Determination of adequacy of public facilities and services.
  - (1) A certified survey map, preliminary plat, or final plat shall not be approved unless the Plan Commission and the Common Council determine that adequate public facilities and public services are available to meet the needs of the proposed land division.
  - (2) The applicant shall furnish any data requested by the City Engineer, who shall transmit this information to appropriate City commissions, committees, and boards for review and shall act as coordinator for their reports to the Plan Commission and the Common Council on the adequacy of water; sanitary and storm sewers; fire service; police; parks, open space, recreation, and transportation facilities.
  - (3) Public facilities and public services for a proposed plat or certified survey map may be found to be adequate when the following conditions exist:

- (a) Where the proposed land division is located in an urban service area or planned future urban service area where mainline interceptor sewer service is available, presently under construction, or designated by the Common Council for extension of sewer service, the Plan Commission and the Common Council also shall consider the recommendations of the City Engineer and the Public Works Commission on the capacity of trunk lines, sewage treatment facilities, and any other information presented. Where the proposed land division is not located in an urban service area or planned future urban service area where mainline interceptor sewer service is available, presently under construction, or designated by the Common Council for extension of sewer service, the Plan Commission and the Common Council shall consider the site-specific and overall impact of such development on the public health, safety, and welfare of the immediate area and the community as a whole.
- (b) Where the proposed land division is located within an urban service area or planned urban service area where arterial transmission water main service and adequate capacity are available, presently under construction, or designated by the Common Council for extension of public water service, the Plan Commission and the Common Council shall consider the recommendations of the City Engineer and the Public Works Commission on line capacities, water sources, storage facilities, and any other information presented. Where the proposed land division is located within an urban service area or planned urban service area where arterial transmission water main service and capacity are not available, presently under construction, or designated by the Common Council for extension of public water service, the Plan Commission and the Common Council shall consider the site-specific and overall impact of such development on the public health, safety, and welfare of the immediate area and the community as a whole.
- (c) The City Engineer and Public Works Commission shall recommend to the Plan Commission and the Common Council that adequate facilities are available to ensure the proper stormwater management.
- (d) The Parks, Recreation and Forestry Commission shall recommend that future residents of the proposed land division can be assured park, recreation, and open space areas, facilities, and services which meet the standards of the Park and Open Space Plan.
- (e) The appropriate Police Department and Fire District shall verify that timely and adequate service can be provided to the residents.
- (f) The proposed land division shall be accessible by existing publicly-maintained, all-weather roads adequate to accommodate both existing traffic and that traffic to be generated by the proposed land division, necessary additional roads and road improvements shall be budgeted for construction with public or private financing, or public transportation service shall be deemed sufficient to serve the land division in combination with the

foregoing available or programmed for the area. The Plan Commission and the Common Council shall consider the recommendations of other commenting agencies and jurisdictions and such factors as level of service, average and peak use, and any other information presented.

- (g) Where the Plan Commission and the Common Council determine that one or more public facilities or services are not adequate for the proposed development but that a portion of the area could be served adequately or that careful phasing of the development could result in all public facilities and public services being adequate, conditional approval may include only such portions or may specify appropriate phasing of the development.
- D. In the case of all land divisions, including all plats and certified survey maps, lot sizes shall conform to the area and width requirements of Chapter 550, Zoning, unless otherwise modified by the provisions of this chapter.
- E. Dedication and reservation of land.
  - (1) Whenever a tract of land to be divided within the jurisdiction of this chapter encompasses all or any part of a street, highway, bikeway, pedestrian way, greenway, environmental corridor, waterway, or a drainage or utility easement designated in the Comprehensive Plan or Official Map, the subdivider shall plat said public way in the locations and dimensions indicated on said Comprehensive Plan or Official Map. The Plan Commission shall determine whether said public way should be dedicated to the public or reserved by the subdivider.
  - (2) Whenever a tract of land to be divided within the jurisdiction of this chapter encompasses all or part of a park site, open space, or other recreation area or school site designated in the Comprehensive Plan, Park and Open Space Plan, or Official Map, said public sites shall be platted and dedicated or reserved by the subdivider at the discretion of the Plan Commission in the locations and dimensions indicated on said plans or map according to the requirements of this chapter.
  - (3) Once a preliminary plat or certified survey map is approved, any lands proposed for public use above shall not be altered without the written approval of the Plan Commission, the Park, Recreation and Forestry Commission, and the Public Works Commission.

#### F. Penalties.

- (1) Failure to comply with the requirements of this chapter shall invalidate purported transfers of titles at the option of the purchaser according to the provisions of § 236.31(3), Wis. Stats.
- (2) Any subdivider or agent of the same who violates or fails to comply with this chapter shall be subject to penalties prescribed in the enforcement provisions of the Code of the City of Watertown.
- (3) A building permit shall be refused for any site violation of this chapter.

- G. Exceptions. The provisions of this chapter shall not apply to:
  - (1) Transfers of interests in land by will or pursuant to court order.
  - (2) Leases for a term not to exceed ten years, mortgages, or easements.
  - (3) The sale or exchange of parcels of land between owners of adjoining property, if additional lots are not thereby created and the lots resulting are not reduced below the minimum sizes required by the Zoning Code in Chapter 550 or other applicable laws or ordinances, unless the parcels have been part of a prior recorded land division or subdivision plat.
  - (4) Where sale or exchange of parcels involves only a change of lot lines, the land division may be approved by the Zoning Administrator after a staff review to determine conformance with City of Watertown ordinances.
  - (5) Cemetery plats made under Section **157.07** of the Wisconsin Statutes.
  - (6) Assessor's plats made under Section **70.27** of the Wisconsin Statutes; assessors' plats, however, shall comply with Sections **236.15(1)(a)** through **(g)** and **236.20(1)** and **(2)(a)** through **(e)** of the Wisconsin Statutes, unless waived under **Section 236.20(2)(L)**.
  - (7) Public transportation project plats made under Section **84.095** of the Wisconsin Statutes.
  - (8) Sale or exchange of parcels of public utilities or railway rights-of-way to adjoining property owners if the City Common Council and the Plan Commission approve such sale or exchange on the basis of applicable local ordinances or the provisions of Chapter **236** of the Wisconsin Statutes.
- H. Homeowner or Condominium Associations. Common areas or facilities within a land division or condominium shall be held in common ownership as undivided proportionate interests by members of a homeowners or condominium association, subject to the provisions set forth herein. The homeowners or condominium association shall be governed according to the following:
  - (1) The subdivider shall provide the City with a description of the homeowners or condominium association, including its bylaws and all documents governing maintenance requirements and use restrictions for common areas and facilities. These documents shall be subject to review by the Plan Commission.
  - (2) The association shall be established by the owner or applicant and shall be operating prior to the sale of any lots or units in the subdivision or condominium.
  - (3) Membership in the association shall be mandatory for all purchasers of lots or units therein and their successors and assigns.
  - (4) The association shall be responsible for maintenance and insurance of common areas and facilities.

- (5) A land stewardship plan for any common open space to be retained in a natural state shall be included in the submittal of association documents.
- (6) The members of the association shall share equally the costs of maintaining, insuring, and operating common areas and facilities.
- (7) The association shall have or hire adequate staff to administer, maintain, and operate common areas and facilities.
- (8) The subdivider shall arrange with the City assessor a method of assessing any common areas and facilities that will allocate to each lot, parcel, or unit within the land division or condominium a share of the total assessment for such common areas and facilities.

§ 545-5 – 545-10 Reserved.

#### Article II

#### **Procedures**

#### § 545-11 **Pre-Application Consultation.**

Prior to filing an application for approval of a comprehensive development plan, preliminary subdivision plat, condominium plat, or certified survey map, the subdivider shall consult with the Plan Commission and/or its staff in order to obtain their advice and assistance. A conceptual plan of the proposed subdivision, condominium, or certified survey map shall be brought by the applicant to the meeting. This consultation is intended to inform the subdivider of the purpose and objectives of these regulations, the comprehensive plan or components thereof, and duly adopted plan implementation ordinances of the City and otherwise to assist the subdivider in planning the development. In doing so, both the subdivider and Plan Commission may reach mutual conclusions regarding the general objectives of the proposed development and its possible effects on the neighborhood and community, and the subdivider will gain a better understanding of the subsequent required procedures. The subdivider or agent shall pursue the following course for preapplication consultation.

- A. The subdivider or agent shall prepare a Site Assessment Checklist. The purpose of this site assessment checklist is to provide the basis for an orderly, systematic review of the effects of all new subdivisions upon the community environment according to the principles and procedures of § 236.45(1), Wis. Stats. The Plan Commission will use the assessment in determining compatibility with the Intent and Purpose of this ordinance and land suitability under § 545-4B. The site assessment checklist shall apply to all land divisions, including minor subdivisions. The Plan Commission may waive the requirement for filing of a site assessment checklist for minor subdivisions of less than five acres total area.
- B. The subdivider or agent shall prepare a Concept Plan prior to the pre-application consultation. The purpose of this concept plan is to depict the general intent of the subdivider in terms of general layout of the land division and its relationship to nearby properties, utilities, and other public facilities. In conjunction with the site assessment checklist, the concept plan provides an opportunity to review the general intent and impact of the proposed land division without the need for detailed engineering, surveying, and other time-consuming and costly processes associated with the preliminary plat. The concept plan requirement shall apply to all land divisions, including minor subdivisions. The Plan Commission may

waive the requirement for the filing of a concept plan for minor subdivisions of less than five acres total area. The concept plan also shall include written request to the Public Works Commission for any water main and sanitary sewer extensions necessary to serve the proposed plat.

- C. The applicant shall provide a signed statement listing development projects for which the applicant has received City approval in the last five years and indicating any outstanding performance or financial obligations on such projects that derive from application of City land use regulations. If this statement is found to contain information contrary to fact, to omit the listing of such projects or obligations, or to describe obligations on which performance or payment is delinquent, the application may be dismissed without prejudice until the application is corrected and/or the delinquency is cured.
- D. On completion of the Site Assessment Checklist and Concept Plan, a preapplication meeting shall be held with the Department of Public Works and Zoning Administrator to assist the subdivider in appraising the objectives of this chapter, the Comprehensive Plan, the Official Map, and any pertinent ordinances and to reach conclusions regarding the objectives and general program for the development. The subdivider is advised to consider revision of the submitted documents per the direction of the Department of Public Works and the Zoning Administrator prior to formal application submittal for any comprehensive development plan, preliminary subdivision plat, condominium plat, or certified survey map.

#### § 545-12. Comprehensive development plan review.

- A. When the subdivider has eighty acres or more of land under his/her control, he or she may, where authorized by the Plan Commission, elect to file a comprehensive development plan (CDP) in lieu of a preliminary plat for that land not to be included in the first phase of the final plat.
- B. The process for review of the CDP shall be identical to and shall coincide with review of the preliminary plat submitted for the remaining portion of the property.
- C. The Plan Commission shall approve, conditionally approve, or reject the CDP within the same review period as required for the preliminary plat. One copy shall be returned to the applicant, including notification in writing of any conditions of approval or reasons for rejection.
- D. Any subsequent change to the CDP and exhibits shall require filing with the Secretary of the Plan Commission. Within thirty days of filing, the Plan Commission shall approve, conditionally approve, or reject the revised CDP.
- E. Regarding comprehensive development plan requirements, the CDP shall be submitted in twenty copies at a scale of not more than 200 feet to one inch and shall show all lands under the control of the applicant that are contiguous or separated only by existing public roads or railroad rights-of-way. The plan shall show:
  - (1) The items under required preliminary plat data in Subsection **B**.
  - (2) All proposed collector and arterial streets.

- (3) All proposed stormwater drainage facilities.
- (4) Projected population broken down by single-family and multifamily units.
- (5) A further breakdown of multifamily units by the number of bedrooms on a percentage basis.
- (6) The development schedule, indicating the approximate timing of the proposed development.
- (7) A draft preliminary plat meeting the requirements of this chapter may be submitted after a minimum of twenty days after submitting the comprehensive development plan for that portion of land to be developed in the first stage.

#### § 545-13 Preliminary plat review.

Prior to submitting a final plat for approval, the subdivider shall prepare a preliminary plat and complete a site assessment checklist. The preliminary plat shall be prepared in according to this Ordinance, and the subdivider shall file an adequate number of copies and an electronic copy in a digital format as determined by the City Clerk.

#### A. Preliminary plat procedure.

- (1) The preliminary plat shall include the entire area owned or controlled by the subdivider. The Plan Commission may waive this requirement to allow the subdivider to submit a comprehensive development plan (CDP) for that portion of the land which is not to be included in the final plat when the subdivider owns or controls eighty acres or more. The subdivider shall in all cases submit a preliminary plat for the lands to be included in the first phase of the final plat.
- (2) Prior to Plan Commission review of a formal application for a preliminary plat, the subdivider shall meet with the Site Plan Review Committee to obtain feedback.
- (3) The request for approval by the Plan Commission shall be submitted at least thirty days prior to the date of the meeting of the Plan Commission at which the request is to be considered and shall include all data required by this chapter.
- (4) Within two normal working days after filing, the City Clerk shall transmit an electronic copy of the preliminary plat to the Dodge or Jefferson County Planning Agency for review and comment.
- (5) Pursuant to Section **236.12(2)** of the Wisconsin Statutes, the subdivider shall submit an electronic or paper copy of the preliminary plat to the Director of Plat Review at the Wisconsin Department of Administration, who will prepare and forward copies of the plat at the subdivider's expense to the objecting agencies.
- (6) Within twenty days of the date of receiving their copies of the preliminary plat, the objecting agencies shall notify the subdivider and all other approving and objecting agencies of any objections. If there are no objections, they shall certify that on the face of the copy of the plat and shall return that copy to the Wisconsin Department of Administration. The Department of Administration shall notify promptly the City

Clerk if such certification is submitted by an objecting agency. If any objecting agency fails to act within twenty days and the Department of Administration fails to act within thirty days from the date on which they received the plat, they shall be deemed to have no objection to the plat and, upon demand, the Department of Administration shall certify that on the face of the plat.

- (7) The Plan Commission shall review promptly the preliminary plat, after objections and comments have been received by the objecting and reviewing agencies and officials, for conformance with the intent and provisions of this chapter, all related plans and ordinances, and the recommendations of appropriate City committees and commissions. The Plan Commission shall recommend approval, denial, or approval with conditions.
- (8) Within ninety days from the date submitted, the Common Council shall approve, approve conditionally, or reject the preliminary plat and, when included, the comprehensive development plan, based on its determination of conformance with the intent and provisions of this chapter, all related plans and ordinances, and the recommendations of appropriate City committees and commissions. Such time may be extended by a written agreement with the subdivider. Failure of the Common Council to act within such ninety days or extension thereof shall constitute an approval of the preliminary plat and comprehensive development plan. The reasons for conditional approval or rejection shall be stated in the minutes of the meeting, and a letter stating such reasons shall be sent to the applicant. Approval of a preliminary plat shall be valid for thirty-six months from the date of the last required approval of the preliminary plat.
- (9) Replats are to be processed according to the provisions of § **236.36**, Replats, of the Wisconsin Statutes.
- (10) If the preliminary plat or certified survey map contains private road(s), the following note shall be added to the plat or CSM when it is presented for approval as a final plat:

#### **Notice of Possible Limitation of Public Services**

This plat or certified survey map contains private road(s) and, as a result, certain City services may be limited. The extent of these limitations is spelled out in a document called a City/developer agreement or, if this is a condominium plat, in a document called a general development plan (GDP), which directly relates to this plat or CSM and is filed as a public document in the offices of both the Watertown City Clerk/Treasurer and the Director of Public Works for the City of Watertown.

- (11) The subdivider shall provide a copy of the approved preliminary plat to the following utility providers or their successor company(ies) for their comments prior to the drawing of the final plat: We Energies Electric, We Energies Gas, AT&T, Spectrum, and TDS.
- B. Preliminary plat requirements. The preliminary plat shall be submitted in twenty copies at a scale of not more than 100 feet to one inch and shall show correctly on its face:

#### (1) Description.

- (a) Name of the proposed subdivision.
- (b) Name, address, and telephone number of the owner, subdivider, engineer, land surveyor, and land planner.
- (c) Date, graphic scale, and North point.
- (d) Location of the proposed subdivision by government lot, quarter section, township, range and county, and a location map showing the relationship between the plan and its surrounding area.

#### (2) Existing conditions.

- (a) Contours at vertical intervals of not more than two feet for a slope less than five percent and five feet for a slope of five percent or more.
- (b) A scaled drawing of the exterior boundaries of the proposed subdivision referenced to a corner established by the United States Public Land Survey and the total acreage encompassed thereby.
- (c) Location of existing property lines, buildings, drives, streams and watercourses, dry runs, lakes, marshes, rock outcrops, wooded areas, environmental corridors, and other similar significant features within the parcel being subdivided.
- (d) Location, right-of-way width, and names of any adjacent existing streets, alleys, or other public ways, easements, and railroad and utility rights-ofway within or adjacent to the proposed subdivision.
- (e) Type, width, and elevation of any adjacent existing street pavements together with any legally established center-line elevations for streets located outside the City limits.
- (f) Water elevations of adjoining lakes or streams at the date of the survey and known or determined high- and low-water elevations and boundaries of the one-hundred-year floodplain and floodway.
- (g) Subsurface soil, rock, and water conditions, including depth to bedrock and average depth to groundwater table.
- (h) Location, size, and invert elevation of any existing sanitary and storm sewers, culverts, or drainpipes and the location and size of any existing water and gas mains on or adjacent to the plat and proposed for use in the development. If sewers and water mains are not present on or adjacent to the preliminary plat, the distance to and the size of those nearest and the invert elevations of sewers shall be indicated.
- (i) Location and names of adjacent subdivisions, parks, and cemeteries.
- (j) Existing land use and zoning included within or adjacent to the proposed subdivision.
- (3) Proposed conditions.

- (a) Location, width, and name of all proposed streets and walkways.
- (b) Layout and scale dimensions of all lots and proposed lot and block numbers.
- (c) Draft of proposed covenants (if any) to be imposed.
- (d) Location and approximate dimensions of any sites to be reserved or dedicated for parks, playgrounds, greenways, or other public uses or which are to be used for group housing, shopping centers, church sites, or other nonpublic uses.
- (e) Plans showing the proposed locations for streets, walkways, drainageways, and public easements showing the existing ground surface, including extensions for reasonable distance beyond the limits of the proposed subdivision, when requested, shall be submitted with the preliminary plat. The subdivider also shall provide a statement from a licensed engineer representing the project that certifies that the technical requirements of this chapter will be met when final engineering design plans (including plans and profiles for public improvements and grading, erosion control, and stormwater management plans) are submitted. Such final engineering design plans shall be submitted and approved by the City Engineer prior to approval of the final plat.
- (f) When requested by the City Engineer, because of concern about drainage, groundwater, and tree cover, a lot grading plan showing proposed contours at vertical intervals of not more than two feet.

#### § 545-14 Final plat.

A final plat shall not be submitted for approval before approval of the preliminary plat as required in § **545-13**. A final plat shall be prepared according to this Ordinance and the subdivider shall file an adequate number of copies and/or an electronic copy, as determined by the City Clerk, of the plat for distribution according to this section.

#### A. Final plat procedure.

- (1) The subdivider shall file a written request for approval of the final plat with the Secretary of the Plan Commission and the State of Wisconsin according to § 236.12, Wis. Stats. Such written request and filing of final plats shall be submitted at least thirty days prior to the date of the meeting of the Plan Commission at which the request is to be considered and shall include all data required by this chapter. The Plan Commission may forward a copy of the final plat to Dodge or Jefferson County for review and comment. The proposed plat may constitute only that portion of the approved preliminary plat which the subdivider proposes to record at that time.
- (2) The final plat shall include the entire area owned or controlled by the subdivider within the phase of development for which final approval is sought.
- (3) The Plan Commission shall recommend approval, denial, or approval with conditions, and the Common Council shall, within sixty days from the date submitted, approve, approve conditionally, or reject the final plat, based on its

determination of conformance with the intent and provisions of this chapter and all related plans and ordinances and recommendations of appropriate City committees and commissions. Such time may be extended by a written agreement with the subdivider. The Common Council shall review the final plat for conformity with all conditions of approval, if any, and § **545-4** of this chapter, and shall base approval or disapproval on these requirements. If the final plat meets the requirements of this chapter and has been submitted within thirty-six months from the approval date of the preliminary plat and the conditions have been met in the case of a preliminary plat given conditional approval, the Council shall approve the final plat.

- (4) Prior to signing an approved final plat by the City Clerk, the developer shall enter into a contract for improvements as required by Article **III** below. Prior to signing said contract by the Mayor and the City Clerk/Treasurer, the developer shall pay to the City all required fees, area charges, and deposits and provide any required financial guarantee.
- (5) The final plat shall be recorded with the Dodge or Jefferson County Register of Deeds only after certificates of the Wisconsin Department of Administration, of the Common Council, of the surveyor, and those certificates required by § 236.21, Wis. Stats., are placed on the face of the plat. The developer shall record the final plat with the proper County Register of Deeds within twelve months after the date of the last approval of the plat and within thirty-six months after the first approval. All required fees shall be due and payable prior to the proper City officials' signing of the approved final plat except for utility impact, parkland dedication, and park impact fees, which shall be paid prior to issuance of any building permits. Failure to record any Plat within the required timeframes shall be deemed withdrawn, and a new certification is required.
- (6) If the Common Council fails to act within sixty days, the time has not been extended by agreement, and no unsatisfied objections have been filed within that period, the plat shall be deemed approved and, upon demand, a certificate to that effect shall be made on the face of the plat by the Clerk/Treasurer of the City.
- (7) Recordation. After the final plat has been approved by the Common Council and required improvements either installed or a contract and sureties insuring their installation is filed, the City Clerk shall cause the certificate inscribed upon the plat attesting to such approval to be executed duly and the plat returned to the subdivider for recording with the County Register of Deeds at the subdivider's expense. The Register of Deeds shall not record the plat unless it is offered for recording within twelve months after the date of the last approval and within thirty-six months after the date of first approval, as required by Section 236.25(2)(b) of the Wisconsin Statutes.
- B. Final plat requirements. The final plat of the proposed subdivision shall comply with the requirements of Ch. **236**, Wis. Stats., and Subsection **A** of this section.

#### § 545-15 Minor subdivision (certified survey map).

No person, firm or corporation shall divide any land located within the corporate limits of

the City of Watertown that shall result in a minor subdivision as defined by this chapter without first filing an application and a certified survey map for approval by the Plan Commission (and the Common Council when dedication of land is involved) and subsequently recording said map with the Dodge or Jefferson County Register of Deeds. The certified survey map shall comply fully with § 236.34, Wis. Stats. and with all applicable requirements of this chapter.

#### A. Procedure:

- (1) Before filing an application for approval of a certified survey, the subdivider shall follow the pre-application consultation procedures outlined in § **545-11**.
- B. Certified survey map requirements.
  - (1) The certified survey map shall be prepared by a professional land surveyor and shall comply with the provisions of § **236.34**, Wis. Stats., and of this chapter.
  - (2) The certificate of approval shall be placed on the face of the map.
  - (3) When a dedication of land is required, the Common Council resolution accepting the dedication and approving the map shall be placed on the face of the map.
  - (4) The applicant shall comply with the provisions of § **545-4** (General requirements) and Article **III** (Required Improvements and Design Standards) of this chapter.
  - (5) Where streets or other areas are dedicated to the public, the certified survey map shall contain an owner's and a mortgagee's certificate that are in substantially the same form as required by § 236.21(2)(a), Wis. Stats. (C) Plan Commission action. Within ninety days, the Plan Commission shall, or where there is dedication of land, the Common Council shall approve, approve conditionally, or reject the certified survey map. The reason for conditional approval or for rejection shall be recorded in the minutes, and a letter detailing the action taken shall be sent to the applicant. Before an approved certified survey map is recorded, the applicant must pay to the City or other unit of government any accrued real estate taxes and special assessments owing on any land dedicated by the survey and to the Dodge or Jefferson County Treasurer any delinquent taxes on the dedicated land. Upon recording by the developer, two copies of the recorded document shall be furnished to the City.

### § 545-16 Extraterritorial land divisions. [Amended by Ord. No. 98-64]

- A. Extraterritorial land division policies. The following policies shall govern the City Plan Commission in approving division of land within the extraterritorial area in order to promote those purposes set forth in § **545-3**, if the City of Watertown elects to formally apply its extraterritorial land division approval authority through Council resolution.
  - (1) No land divisions (subdivisions or minor subdivisions) as defined in this chapter will be permitted within the formally adopted extraterritorial limits of the City of Watertown without approval of the City, per the procedures in this chapter as applicable to land divisions within the City.
  - (2) The minimum lot size within the formally adopted extraterritorial limits of the City of

- Watertown shall be one acre. A smaller lot size may be allowed if also approved by the respective town board.
- (3) The City of Watertown will attempt to seek consistency of the City's plans and locally adopted town plans. To the extent that the policies of the City of Watertown are more restrictive in regard to the protection of the public health, safety, welfare, or environmental quality or in terms of implementing the City's Official Map, the City's policies shall prevail. All land divisions within the formally adopted extraterritorial limits will be subject to the land reservation or dedication requirements of this chapter. This specifically means the following:
  - (a) Any public right-of-way area identified on the City Comprehensive Plan or Official Map shall be dedicated conforming with requirements of this chapter.
  - (b) Any waterway or stormwater management area identified on the City Comprehensive Plan or Official Map shall be dedicated conforming with requirements of this chapter.
  - (c) Any land falling within the limits of an environmental corridor, as mapped by the City of Watertown or Jefferson County or Dodge County, will be required to record a public open space easement specifying that the development shall be consistent with conservancy area zoning in Chapter 550, Zoning.
- (4) All land divisions within the formally adopted extraterritorial limits shall be required to meet all of the development layout design standards contained in this chapter.
- (5) All land divisions within the formally adopted extraterritorial limits shall be required to follow erosion control plans complying with this chapter.
- (6) All land divisions within the formally adopted extraterritorial limits shall pay the required review fees contained in this chapter prior to initial placement on the Plan Commission agenda.
- (7) The Plan Commission may require placement of covenants or deed restrictions deemed necessary and appropriate by the City Plan Commission to protect environmental quality, public health, safety, and welfare or otherwise implement the City's Official Map. Any such restrictions shall be placed on the face of the plat or certified survey map.
- (8) If a modification is granted to the above provision, the resulting division of land shall conform to all of the pertinent regulations of this chapter.
- B. Extraterritorial land division procedures.
  - (1) In all cases, the time period within which action is required shall not begin until the town board, the staff serving the Jefferson County or Dodge County Zoning Committee, and the City of Watertown have received all maps, drawings, and data required for plat or certified survey map approval.

- (a) No person, firm, or corporation shall divide any land located within the formally adopted land division approval jurisdiction of the City of Watertown without first filing an application and paying the City's standard land division review fee.
- (b) Preapplication procedure. Before filing an application for approval of a plat or certified survey, the subdivider shall consult with the Department of Public Works and shall prepare the following:
  - i. Prepare a preliminary sketch for review.
  - ii. Complete a site assessment checklist.
- C. Extraterritorial land division requirements. Submittal requirements for land divisions within the extraterritorial land division jurisdiction enacted by Common Council resolution shall be identical to those required for land divisions within the City limits. Preliminary plats and certified survey maps shall pay a fee as set by the Common Council and provided under separate fee schedule to defray the administrative cost of review.

#### § 545-17 Fee and dedication schedule.

The following schedule is established to ensure that each land division, subdivision, planned development and development project pays its share of costs for public facilities and services. The fees in Subsection B also shall apply to extraterritorial approval jurisdiction of the City of Watertown.

- A. Park and open space fee or dedication. A dedication of land and/or the payment of a fee according to the provisions of § **545-42** of this chapter is required for each dwelling unit planned for development.
- B. Fees to defray administrative expenses. The subdivider of land divisions within the City shall reimburse the City for its actual cost of design, inspection, inventorying, mapping, and collecting attribute information for infrastructure features for the GIS database, testing, construction, and associated legal and real estate fees for the required public improvements for the land division unless otherwise recovered through other fees. The subdivider shall pay to the City of Watertown fees as set by the Common Council and provided under separate fee schedule. Site Plan Review Committee review fees applicable to zoning and development-related issues shall not be applied to land divisions. The City's costs shall be determined as follows:
  - (1) The cost of City equipment employed;
  - (2) The actual costs of City materials incorporated into the work, including transportation costs, plus a restocking and/or handling fee not to exceed ten percent of the cost of the materials;
  - (3) All consultant fees associated with the public improvements at the invoiced amount complying with § **66.0628(3)**, Wis. Stats.
- C. (Reserved)

- D. Area charge for stormwater management facilities. The subdivider shall pay to the City of Watertown the apportioned cost for development of an area-wide stormwater drainage system where such a facility has been designed to serve the proposed subdivision.
- E. Sewerage fee. The subdivider shall pay to the City of Watertown the apportioned cost, determined by the City, for sanitary sewer connection fees.

#### § 545-18 Condominium projects.

Each condominium project shall be reviewed on the basis of a condominium plat prepared pursuant to § **703.11**, Wis. Stats., and other applicable statutes and these land division and subdivision regulations as a plat or certified survey map for the land development or subdivision elements of the project. Minor subdivision procedures in § **545-15** above shall apply to City review of condominium plats.

§ 545-19 Reserved.

#### Article III

#### **Required Improvements and Design Standards**

#### § 545-20 **Statement of intent.**

- A. It is the intent of the City to ensure the quality in land development and to ensure that each development pays its share of the cost of public facilities and services. The City will encourage the use of planned developments employing innovative techniques for the design of functional and aesthetic neighborhoods that maximize open space and preserve the natural environment. Subdivisions shall be served by public water and sanitary sewers and by public streets.
- B. Prior to final approval and acceptance of improvements and prior to the issuance of any building permits in a subdivision located within the corporate limits and extraterritorial plat approval jurisdiction of the City of Watertown, the subdivider shall install public improvements as hereinafter provided. These improvements may be installed in plat phases approved by the Plan Commission and public improvement phases approved by the Public Works Commission. No building permit may be issued for construction outside of phases of the plat that have not had plans fully approved by the City. Building permits may be issued upon substantial completion of public improvements as defined in Wis. Stats.

  236.13(2)(am)(2). Occupancy permits shall not be issued prior to the completion, inspection, and acceptance of all requirement improvements.

#### § 545-21 Early Start Permits.

- A. Pursuant to Wis. Stats. **236.13(2)(am)3.c**, upon application signed by the subdivider and subject to the requirements below, the zoning administrator may authorize the issuance of early start permits if all public improvements related to public safety are complete and the subdivider has posted the necessary security required.
  - (1) The early start permit may authorize only site grading, utilities, footings, and foundation installation. Other noncombustible construction such as steel may be authorized only if no heat source is required for construction. Combustible materials shall not be stored on site.

- (2) The public improvements related to public safety may be deemed to be complete only if all of the following conditions have been met:
  - (a) The subdivider shall provide and at all times maintain adequate road access for public safety, including a minimum of road base course, that meets the requirements of the fire department and accommodates the weight, width, and turning radius of the fire apparatus and sufficiently permits access by emergency vehicles.
  - (b) The subdivider's engineer has assigned the top of foundation wall elevation. After completing foundation and prior to issuing additional building permits for vertical construction, the subdivider's or builder's engineer shall certify with their professional license stamp that the top of foundation wall elevation has been constructed according to the approved subdivision drainage plan.
  - (c) Erosion control for each applicable building site has been designed and installed.
  - (d) Lot corner monuments have been installed for each applicable site.
  - (e) Street name signs have been installed, and reflective address plates are present at the building site.
- (3) All fees and charges due to the city, including but not limited to park fees and impact fees, shall be paid, proper security posted, and barricades provided prior to issuing any permit including early start permit for constructing foundations and other noncombustible structure.

#### § 545-22 **Monuments.**

- A. The subdivision shall be monumented according to the requirements of § 236.15, Wis. Stats. If the topography is such that extensive grading is required, the subdivider may place the monuments after the grading is completed with the permission of the Director of Public Works/City Engineer, and provided the subdivider executes a surety bond in an amount required by the Director of Public Works/City Engineer to insure that the monuments will be placed within the required time.
- B. Where the plat is located within a United States Public Land Survey quarter section, the corners of which have been relocated, monumented, and placed on the Wisconsin State Plane Coordinate System by Dodge or Jefferson County or the City, the plat shall be tied directly to two or more of the sections or quarter corners so relocated, monumented, and coordinated. The exact grid bearing and distance of such tie shall be determined by field measurements, and the type of monument and Wisconsin State Plane Coordinates of the monument marking the relocated section or quarter corners to which the plat is tied shall be indicated on the plat. All distances and bearings shall be referenced to the Wisconsin Coordinate System, South Zone. The grid bearing and distance of the tie shall be determined by a closed survey meeting the error of closure herein specified for the survey of the exterior boundaries of the subdivision and as adjusted to the City's control survey.

#### § 545-23 Conformity with adopted plans.

All proposed development shall conform to the Comprehensive Plan, Plan for Parks and Open Space, Transportation Plan, Utility Plans, and the Official Map of the City as they relate to utilities and transportation facilities. The classification and location of all streets shall conform to the Official Map and shall be considered in their relationship to existing and planned streets, to topographic conditions, to natural features, to public convenience and safety, and in their appropriate location to the proposed uses of the land to be served.

#### § 545-24 Relationship to existing and future development.

- A. The arrangement of streets in new subdivisions shall make provision for continuing existing streets in adjoining areas.
- B. Where adjoining areas are not subdivided or developed and the Comprehensive Plan indicates development is desired, the arrangement of streets in the proposed development shall provide for proper projection of streets to the boundary of the proposed development.

#### § 545-25 **Blocks.**

- A. The lengths, widths, and shapes of blocks shall be compatible with the planned use of the land, zoning requirements, need for convenient access, control and safety of street traffic, and the limitations and opportunities of topography.
- B. Block lengths in residential areas shall not be less than 600 feet nor more than 1,000 feet between street lines unless dictated by exceptional topography or other limiting factors of good design.
- C. Blocks shall be sufficient width to provide for two tiers of lots of appropriate depth except where otherwise required to separate residential development from through traffic and railroad rights-of-way or to protect natural resources.
- D. Pedestrian ways or crosswalks not less than ten feet in width shall be provided near the center and entirely across any block 900 feet or more in length or elsewhere where deemed essential to provide convenient pedestrian circulation or access to parks, schools, shopping centers, churches, or transportation facilities.

#### § 545-26 Lots.

- A. The size, shape, and orientation of the lots shall be appropriate for the location of the subdivision and for the type of development and use contemplated.
- B. Lot dimensions and setback lines shall conform to the requirements of Chapter **550**, Zoning.
- C. Excessive depth in relation to width shall be avoided, and a proportion of two to one shall be considered normally as a desirable maximum for lots.
- D. Whenever possible, side lot lines shall be right angles to straight lines or radial to curved street lines on which the lots face.
- E. Corner lots shall have sufficient width to permit adequate building setbacks from side streets to conform with Chapter **550**, Zoning.

- F. Every lot shall front or abut a public street for a minimum distance of fifty feet. The minimum lot width may be reduced if authorized by specific zoning districts under Chapter **550**, Zoning.
- G. Lot lines shall follow municipal boundary lines.
- H. Double frontage and reverse frontage lots shall be prohibited except where necessary to provide separation of residential development from through traffic or to overcome specific disadvantages of topography and orientation.
- I. Residential lots fronting or backing on arterial streets shall be platted with extra depth as required in § **545-29**.
- J. Substandard Lots. According to Section 66.10015(2)(e) of the Wisconsin Statutes, a property owner of a legal nonconforming (substandard) lot that existed at the time of the effective date of this Ordinance may:
  - (1) Convey an ownership interest in a substandard lot.
  - (2) Use the substandard lot as a building site if all of the following apply:
    - (a) The substandard lot or parcel has never been developed with one or more of its structures placed partly upon an adjacent lot or parcel.
    - (b) The substandard lot or parcel is developed to comply with all other requirements of this Ordinance except the minimum lot dimensional requirement unless otherwise specified.
  - (3) The City may not require one or more lots to be merged with another lot for any purpose without the consent of the owners of the lots to be merged.

#### § 545-27 Building setback lines.

- A. Where they are not controlled by the Zoning Code, building setback lines appropriate to the location and type of development shall be established by the Plan Commission but shall in no instance be less than typically required by Chapter 550, Zoning. Examples of the application of this provision would include requiring greater setbacks for lots on cul-de-sacs or curved streets to achieve the necessary lot width at the setback line, conform to setbacks of existing adjacent development, accommodate a coving or other unique design, avoid placing buildings within buffers, easements, or vision clearance triangles, protect natural resources, or conform to greater setbacks along arterial streets and highways to meet the requirements of Chapter Trans 233 of the Wisconsin Administrative Code.
- B. Where lots abut floodplains, wetlands, navigable waters, or other waters of the State, all improvements shall meet requirements of Chapter **550** and Chapter **532** of the City of Watertown Municipal Code of Ordinances.

#### § 545-28 Railroads and limited access highways.

Whenever the proposed subdivision contains or is adjacent to a railroad right-of-way or

limited access highway, the subdivider shall proceed as follows:

- A. In residential districts a buffer strip at least thirty feet in depth in addition to the normal lot depth required shall be provided adjacent to the right-of-way of a railroad or limited access highway. This strip shall be part of the platted lots, but the following restriction shall be written on the plat: "This strip reserved for the planting of trees or shrubs by the owner. The building of structures hereon is prohibited, and this strip shall not be counted as any required yard. Maintenance of this strip is a responsibility of the lot owner."
- B. The Plan Commission may require a street approximately parallel to and on each side of such right-of-way at a distance suitable for the appropriate use of the intervening land.
- Location of local streets immediately adjacent and parallel to railroad rights-of-way shall be avoided.

#### § 545-29 Streets.

All streets must meet the design standards in Table 1 and the following requirements:

- A. Additional right-of-way on existing streets. Developments that adjoin existing streets which have rights-of-way less than the minimum standard than the roadway as classified in the Comprehensive Plan and/or Official Map shall dedicate additional right-of-way to meet those minimum standards.
- B. Temporary roadway termination. Where a street is terminated temporarily at the edge of a development and the street is longer than 240 feet or two lot widths, a temporary turnaround shall be provided by one of the following methods:
  - (1) If the adjacent land is owned by the subdivider, a temporary turnaround can be provided through a restriction (temporary easement) on said land. Such a turnaround shall be constructed to City standards.
  - (2) The subdivider may provide the required turnaround on one of the last lots fronting on the temporary dead-end street through the use of a temporary easement running to the City. Such a turnaround shall be constructed to City standards.
- C. Reserve strips. There shall be no reserve strips controlling access to streets except where control of such strips is placed in the City under conditions recommended by the Plan Commission and approved by the Common Council.
- D. Half streets. Where an existing dedicated or platted half street is adjacent to a tract being subdivided, the other half of the street shall be dedicated by the subdivider. In new plats, the creation of half streets is prohibited.
- E. Street jogs. Street jogs with center-line offsets of less than 150 feet shall not be allowed. On collectors and arterials, offsets of less than 600 feet shall not be allowed.
- F. Intersections.
  - (1) No more than two streets shall intersect at one point.

- (2) Such intersection shall be laid out so that the angle of intersection is as nearly as possible a right angle.
- (3) No street shall intersect another street at less than a seventy-five-degree angle.
- (4) Intersections along arterial streets and highways shall be held to a minimum, and, whenever feasible, the minimum distance between intersections shall be 1,200 feet.
- G. Restriction of access (protection of arterial streets and highways). Whenever a proposed subdivision contains or is adjacent to an arterial street or highway, adequate protection of residential property, limitation of access, and the separation of through and local traffic shall be provided by:
  - (1) Reversed frontage with screen planting contained in a nonaccess reservation along the rear property line; or
  - (2) Marginal access street (frontage road).
- H. Street names. A proposed street that aligns with or joins an existing and named street shall bear the name of the existing street. In no other case shall the proposed name of the street duplicate the name of an existing street within the Watertown Fire Department Service District. The use of the suffix "street," "avenue," "boulevard," "drive," "place," or "court" or similar description shall not be sufficient distinction to constitute compliance with this subsection.
- I. Alleys. Alleys shall not be allowed in residential districts except as approved as part of a planned unit development. In commercial, office, and industrial districts, alleys or other definite and assured provisions shall be made for off-street parking, loading, and service access consistent with and adequate for the uses proposed but not inconsistent with the operation and use of the abutting street. No dead-end alleys shall be allowed, nor shall any alley have its point of connection on an arterial street.
- J. Cul-de-sac streets. No more than twenty percent of the lots within a final plat may abut a cul-de-sac except where necessary to provide a development solution (as determined by the City Engineer) to a portion of the subject property otherwise undevelopable because of surrounding existing development or natural feature such as floodplain, wetland, or steep slope. All cul-de-sac streets shall terminate in a circular turnaround meeting the dimension standards in Table 1.
- K. Parkways, greenways, and environmental corridors. When parkways, greenways, and environmental corridors are to be provided within the proposed plat or certified survey and are not officially mapped in enough detail to determine exact dimensions, their width shall be determined by the City Engineer.
- L. Grades. The maximum street grades shall be those in Table 1. Pedestrian ways shall have a maximum grade of eight percent. Changes in street grades shall provide such sight distances as the City Engineer determines are required. Wherever possible, street grades shall be established to avoid excessive grading, removal of ground cover and trees, and leveling of the topography.

M. Pedestrian ways and bikeways. In the design of the plat, the developer shall make provisions for pedestrian ways and bikeways for transport and recreation as required by the Plan Commission on recommendation of the Park, Recreation and Forestry Commission and the Public Works Commission, based upon recommendations contained with the Comprehensive Plan and formally adopted subplans and policies. Required pedestrian ways and bikeways shall adhere to city specifications as required in Chapter 545.

#### N. Street grading.

- (1) With the submittal of the preliminary plat, the subdivider shall furnish standard drawings that indicate the existing and proposed grades of streets shown on the plat. After completing design engineering work on the streets and approving street grades by the Director of Public Works/City Engineer and approving erosion control measures by the City Engineer, the subdivider shall grade as required within the right-of-way of the streets proposed to be dedicated, including the vision clearance triangle on corner lots as required in Chapter 550, Zoning. In cases where an existing street right-of-way is made part of the plat or abuts the plat, the subdivider shall grade that portion of the right-of-way between the existing pavement and the property line.
- (2) The bed for the roadways in the street rights-of-way shall be graded to subgrade elevation. The City Engineer shall approve all grading within rights-of-way, and said grading shall extend for a sufficient distance beyond the right-of-way to ensure that the established grade will be preserved. The grading of rights-of-way for principal and primary arterials shall be required only where necessary to provide access to the streets or lots in the plat. Where lots abut principal and primary arterials, they shall be graded to proposed street grade or to a grade approved by the Director of Public Works/City Engineer prior to sale.

#### O. Street construction. [Amended by Ord. No. 01-10]

- (1) After sanitary sewer and water utilities, storm sewer trunk lines, manholes, and catch basins have been installed, the subdivider shall construct and dedicate as part of the subdivision streets and sidewalks, including those adjacent to platted lots in existing street rights-of-way abutting the plat, curbs and gutters, local storm sewer inlets, leads, manholes, catch basins, and lines as deemed necessary by the Public Works Commission and required by the Common Council. The subdivider shall surface roadways to the widths prescribed by the Public Works Commission and the Director of Public Works/City Engineer. Construction shall be to City standard specifications for street improvements. Sidewalks shall be installed as per the requirements in § 545-37.
- (2) All required installations of sanitary sewer, water main, stormwater facilities, bikeways, gravel, binder course of asphalt pavement, curb and gutter, and related improvements shall be made by the subdivider prior to issuing building permits. The final lift of asphalt shall be installed in the construction season following these improvements to permit settling associated with the winter freeze-thaw cycle. Any required installation of curbs and gutters shall be completed by October 15 of any given year, and any required placement of asphalt pavement shall be completed by

November 1 of any given year, unless inclement, unseasonable, or marginal weather conditions exist prior to these respective dates. In that case, the Director of Public Works/City Engineer shall determine under what circumstances either installation may be allowed. If not completed by these dates, no building permits shall be issued until the required work is completed during the next construction season. Sidewalks shall be installed for each lot prior to occupancy, except that the entire required sidewalk network shall be installed within two years of final plat recordation.

(3) Street and sidewalk construction must comply with City standard specifications and be inspected by the Director of Public Works/City Engineer. The maintenance responsibility for pedestrian ways and bikeways that are not located in the public street right-of-way shall go to abutting property owners in the same manner as those in the public right-of-way.

#### § 545-30 Water.

The subdivider shall install water facilities necessary to serve the subdivision as designated and approved by the Public Works Commission. These improvements are subject to City of Watertown Standard Specifications and inspection and may be required offsite to ensure appropriate service as determined by the Water Division. The developer shall guarantee the functional operation of all system parts for one year from date of acceptance. Acceptance by the City shall be contingent upon the developer meeting all conditions, including approved design, installation, regulatory approvals, payment of all costs for the total project, and any special provisions indicated for a particular project. Upon inspection and acceptance, all water system improvements become the property of the City of Watertown.

#### § 545-31 **Sanitary sewer.**

The subdivider shall install sanitary sewer facilities necessary to serve the subdivision as designated and approved by the Public Works Commission. These improvements are subject to the City of Watertown Standard Specifications and inspection. The developer shall guarantee the functional operation of all system parts for one year from date of acceptance. Acceptance by the City shall be contingent upon the developer meeting all conditions, including approved design, installation, regulatory approvals, payment of all costs for the total project, and any special provisions indicated for a particular project. Upon inspection and acceptance, all sewer system improvements become the property of the City of Watertown.

#### § 545-32 Utility easements.

#### A. Underground requirements.

- (1) All new electric distribution lines, all new telephone lines from which individual lots are served, community antenna television cables and services, and gas utility services shall be underground unless the Plan Commission shall find upon study that:
  - (a) The placing of such facilities underground would not be compatible with the development; or
  - (b) Location, topography, soil, swamp, solid rock, boulders, stands of trees, rows of trees, hedges, or other physical conditions would make underground installation unreasonable or impracticable.

- (2) Associated equipment and facilities, such as but not limited to substations, pad-mounted transformers, pad-mounted sectionalizing switches, and pedestal-mounted terminal boxes may be located above ground, provided that they are located in an inconspicuous manner, screened from public view, and fit into the development plans for the subdivision.
- (3) The subdivider or his agent shall furnish proof to the Plan Commission that such arrangements as may be required under applicable rates and rules filed with the Public Service Commission of the State of Wisconsin have been made with the owners of such lines or services for placing their respective facilities underground as required by this section as a condition preceding approval of the final plat, development plan, or certified survey map.
- (4) Temporary overhead facilities may be installed to serve a construction site or where necessary because of severe weather conditions. In the latter case, within a reasonable time after weather conditions have moderated or upon completion of installation of permanent underground facilities, such temporary facilities shall be replaced by underground facilities and the temporary facilities removed.

#### B. Easement conditions.

- (1) Adequate easements shall be provided and dedicated on each side of all rear lot lines and on side lot lines, across lots, or along front lot lines where necessary for the installation of storm and sanitary sewers, gas, water, electric lines, and communication lines. Such easements shall be noted as "utility easements" on the final plat or certified survey map. Prior to approval of the final plat, the specific implementation plan for a planned unit development (PUD), the comprehensive development plan, or the certified survey map, concurrence of the appropriate electric and gas communications companies as to the location and width of the utility easements shall be noted on the final plat, specific implementation plan for the PUD, comprehensive development plan, or certified survey map. All easements for storm and sanitary sewers, water mains, pedestrian walks, and other public purposes shall be noted thereon as "public easements for" followed by reference to the use for which they are intended.
- (2) Where the electric and gas communications facilities are to be installed underground, the utility easements shall be graded to within six inches of final grade by the subdivider prior to the installation of such facilities, and earth fill and piles or mounds of dirt shall not be stored on such easement areas. When installed on utility easements, whether overhead or underground, utility facilities shall not disturb any monumentation in the plat. In cases where monumentation is disturbed, the utility shall bear the cost of replacement. Failure to comply will be subject to penalty as provided in § 236.32, Wis. Stats.
- (3) Where the electric and gas communications facilities are to be installed underground, a plat restriction shall be recorded with the final plat or certified survey map, stating that the final grade established by the subdivider on the utility easements shall not be altered by more than six inches by the subdivider, his agent, or subsequent owners of the lots except with written consent of the utility or utilities involved. The purpose of this restriction shall be to:
  - (a) Notify initial and future lot owners of the underground facilities at the time of purchase;
  - (b) Establish responsibility in the event of damage to such facilities; and

(c) Establish the need to alter such facilities. When the utility company uses a service application, said application also should notify the initial and subsequent lot owners of their responsibility regarding such underground facilities.

#### § 545-33 Drainage and environmental corridor easements.

- A. Greenways and environmental corridors included within land to be divided shall receive the following prescribed treatment by the owner of the subdivision. Where a subdivision is traversed by a waterway, drainageway, channel or stream, or mapped greenway/environmental corridor, an adequate drainageway or easement granted to the City of Watertown shall be provided as required by the Plan Commission conforming substantially with the line of such watercourse. The location, width, alignment, and improvement of such drainageway or easement shall be subject to the approval of the Plan Commission. Parallel streets or parkways may be required. Stormwater drainage shall be maintained by landscaped open channels of adequate size and grade to accommodate the flow resulting from the one-hundred-year rainfall event of any duration with such sizes and design details subject to review and approval by the Director of Public Works/City Engineer.
- B. The subdivider shall be responsible for an acceptable continuous drainageway through the proposed plat as determined by the Director of Public Works/City Engineer. The subdivider shall furnish the Director of Public Works/City Engineer with a plan outlining the greenway/environmental corridor boundaries and the location of existing drainageways. Such areas shall be dedicated or reserved as required by § 545-4E. In addition, the subdivider shall furnish to the Director of Public Works/City Engineer a set of cross sections (on fifty-foot stations) of the greenway based on City datum oriented upon a base line as prescribed by the Director of Public Works/City Engineer. Where a natural drainageway exists with acceptable hydraulic capacities, including alignment and grade as determined by the Director of Public Works/City Engineer, construction will not be required, and the existing natural growth shall be preserved. Where such natural growth is not preserved by action of the subdivider or his agents, the subdivider shall be responsible for repairing the disturbed areas by returning them to the original condition by methods approved by the Director of Public Works/City Engineer. When it is determined by the Director of Public Works/City Engineer that the hydraulic capacities including alignment and grade are not acceptable, then such alignment, grade, and slopes shall be improved by the subdivider to the cross section specified by the Director of Public Works/City Engineer.
- C. The subdivider shall install permanent pipes or culverts at a grade approved by the Director of Public Works/City Engineer under all streets crossing a greenway or drainageway. Said installation shall be according to the State of Wisconsin Specifications for Road and Bridge Construction. Culverts required across intersections for temporary street drainage shall be furnished and installed by the developer. All temporary culverts installed by the developer shall be completely removed when the streets are constructed to City standards and the area restored to as nearly original condition as possible as determined by the Director of Public Works/City Engineer.
- D. In order to assure proper drainage, the ground elevation along any lot line common with the boundary of a greenway/environmental corridor shall be to an elevation approved by the Director of Public Works/City Engineer. All lot grading and building elevations shall provide for positive drainage. Grading or filling within the greenway/environmental corridor limits is prohibited.
- E. Greenways/environmental corridors shall be limited to public uses.

#### § 545-34 Intrablock drainage and foundation design.

- A. Two weeks prior to submitting the preliminary plat for review and approval, the subdivider shall submit to the City Engineer a surface water drainage plan for the plat. This plan may be a part of the erosion control plan. The plan shall indicate but not be limited to the following: elevation of streets, existing topography of the block, proposed drainage swales, proposed yard swale, proposed lowest finished floor elevation range, and indication of the direction of drainage.
- B. Upon approval of the plan, the developer shall place on the preliminary plat arrows to indicate the direction of drainage swales required for intra-block drainage and the following note: "Arrows indicate direction of drainage swale construction during grading and said swales shall be maintained by the lot owner unless modified with approval of the Director of Public Works/City Engineer."
- C. A minimum ten-foot-wide drainage easement (five feet on each side of the property line) shall be retained along all joint property lines on the plat. Such easement shall be designated as a stormwater drainage easement and shall conform to the drainage plan.
- D. Where a subdivider's subsoil investigation indicates potential for groundwater less than ten feet from the proposed street center-line elevation, the subdivider shall note that on the face of the plat and indicate the lots affected.
- E. Basement floor surfaces shall be built a minimum of one foot above the highest groundwater table elevation as documented in the submitted soil evaluations according to City Standards. On sloped sites, basements may be allowed partially below the highest groundwater table only on the upslope side if they meet City drainage system standards for design, discharge, engineering oversight, and long-term maintenance. For these sites, the one-foot groundwater separation will be enforced at the farthest downslope point of the basement.

#### § 545-35 Erosion control.

- A. The subdivider shall install all temporary and permanent erosion control and sediment control structural aid works as outlined in approved plans required by Chapter **288**, Erosion and Sediment Control, of this Code.
- B. The subdivider shall employ erosion control measures to prevent erosion, siltation, sedimentation, and washing and blowing of dirt and debris from excavation, grading, open cuts, side slopes, and related activities of the subdivider or the contractors. Such measures shall include but not be limited to seeding, sodding, mulching, watering, ponding, and constructing berms. Erosion control plans shall meet the requirements of the Municipal Code relating to land grading and Chapter 288, Erosion and Sediment Control Guidelines, standards, and specifications contained in the Wisconsin Department of Natural Resources Conservation Standards, current edition, shall provide a framework for developing, reviewing, and implementing the erosion control plan.

#### § 545-36 **Stormwater management.**

All proposed development shall comply with Chapter **288**, Erosion and Sediment Control, and Chapter **453**, Stormwater Management, of this Code. Specifically, the subdivider shall install storm sewers and all other facilities necessary for the management of all stormwater deriving from the lands being developed according to the requirements of said policy and related provisions of this chapter.

#### § 545-37 Sidewalks and bikeways.

#### [Amended by Ord. No. 98-6]

As used in this Chapter, the following definitions shall apply:

#### **ARTERIAL STREETS**

Arterial streets serve trips of moderate length and provide intracommunity continuity and access to major streets. They provide more emphasis on land access than major streets.

#### **BIKEWAYS**

Bikeways shall serve both pedestrian and bicycle traffic in areas where the majority of the adjoining lots do not have frontage or access to a street. In general, those lots which do not front or have access on the street in question are not the generating or terminating point for the pedestrian or bicycle traffic. Bikeways shall be designed to transport the majority of pedestrian or bike traffic through the area as opposed to serving the adjoining lots as a sidewalk does. Bikeways shall be constructed of bituminous pavement at least eight feet in width according to City specifications.

#### **LOCAL STREETS**

Local streets provide both land access service and traffic circulation within residential neighborhoods and commercial and industrial areas.

#### **LOW USE STREETS**

Low use streets comprise all facilities not classified to a higher use. These streets serve small traffic volume and a limited number of properties and provide access to the higher ordered streets. Cul-de-sacs and short streets are included in this classification.

#### **MAJOR STREETS**

Major streets serve the major centers of community activity, contain the highest traffic volume corridors, and are through streets for long distances within the City. They shall include all state trunk highways and county trunk highways and their in-town extensions.

#### **SIDEWALKS**

Sidewalks shall be constructed of concrete, usually five feet in width, with the thickness to be determined by City specifications. Sidewalks shall be located as far from the traffic lane as is possible but not closer than six inches within the right-of-way line.

A. Required sidewalk location. The subdivider shall be required to install sidewalks on both sides of all major streets and arterial streets and those local streets where access needs to be obtained to and from uses such as but not limited to business establishments, schools, churches, neighborhood parks, shopping districts, restaurants, and high-density multifamily residential developments. Cul-de-sac streets need not have sidewalks except where access is necessary to and from uses such as but not limited to business establishments, schools, churches, neighborhood parks, shopping districts, restaurants, and high-density multifamily residential developments.

#### B. Construction standards.

- (1) Sidewalks shall be constructed of concrete, usually five feet in width, according to City specifications. Sidewalks shall be four inches thick except at driveway locations, where they shall be six inches thick. If at the time of installation the driveway location is not known, the four-inch slabs shall be replaced with six-inch slabs by the developer or owner once the driveway is located.
- (2) Bikeways shall be constructed of bituminous pavement or concrete at least eight feet in width according to City specifications.

- (3) Sidewalks and bikeways constructed at street intersections or within five feet of a legal crosswalk shall include provisions for curb ramping as required by § **66.0909**, Wis. Stats. and according to City specifications. Sidewalks and bikeways are to be laid to the established grade of the street. The street edge of the sidewalk or bikeway pavement shall be at an elevation above the top of the curb as determined by the Director of Public Works/City Engineer.
- (4) Bikeways shall be reviewed by the Public Works Commission on a case-by-case basis. Maintenance of these bikeways shall be incorporated into the developer's agreement.
- (5) Sidewalks shall be installed for each lot prior to occupancy, except that the entire required sidewalk network shall be installed within two years of final plat recordation.

#### § 545-38 Streetlighting.

The developer shall pay to the City of Watertown the costs for installing streetlights along all streets proposed to be dedicated. The Plan Commission shall approve the design and location of all streetlamps, which shall meet the City's standard specifications and shall be compatible with the neighborhood and type of development proposed. Payment for streetlights shall be made prior to issuing building permits. In areas where underground electric facilities are installed, poles for lighting may be ornamental. The subdivider shall provide street, pedestrian way and bikeway lighting systems within the area being developed upon consultation with the appropriate electric utility and as approved by the Public Works Commission. All streetlighting will be installed by the electric utility serving the City of Watertown. Shielded luminaries with downward reflection, luminaries with cutoff optics, LED or similar energy-saving luminaries, and careful fixture placement may be required by the Plan Commission.

#### § 545-39 **Street signs.**

The developer shall pay to the City of Watertown the costs for installing all street name signs, temporary street dead-end barricades and signs, all no-parking signs, all traffic control signs, and pavement markings as required by City standards prior to accepting the subdivision or submitting a fee deposit in lieu thereof, per City direction.

#### § 545-40 Street trees.

The subdivider shall plant street trees of a species approved by the City Forester of at least two inches in diameter and abide by the American Standard for Nursery Stock, ANSI Z60.1. The total number of trees to be planted shall be based on one tree for every fifty feet of frontage on all streets proposed to be dedicated and be spaced on average about fifty feet apart. The required trees shall be planted in the area between the sidewalk and curb according to plans and specifications approved by the Director of Public Works/City Engineer. Contractors shall submit a Tree Planting Permit and follow proper planting procedures along with the approval of tree species from the Boulevard Tree List on file with the City Engineering Department.

#### § 545-41 **Buffer strips.**

Where a plat, certified survey, or planned development project contains a buffer strip required by this chapter, prior to recording of a final plat or certified survey or prior to the issuance of a certificate of occupancy for a development project, the developer shall install plantings conforming to this Code or shall file with the City Clerk a contract guaranteed by bond in an amount

determined by the Director of Public Works/City Engineer, in which the developer agrees to provide such plantings. The plantings are to be trees and shrubs of the required varieties and shall be of sufficient density to accomplish visual screening.

§ 545-42 Dedication and improvement of public parks and other public sites. [Amended by Ord. No. 97-63; Ord. No. 99-13; Ord. No. 02-60; Ord. No. 05-2; Ord. No. 06-22A; Ord. No. 09-21A]

The requirements of this section are established to ensure that adequate parks, open spaces, and sites for other public uses are properly developed, located, and preserved as the City grows and that the cost of providing the park and recreation sites and facilities necessary to serve the additional people brought into the community by land development may be apportioned equitably on the basis of the additional needs created by the development. The requirements shall apply to all lands proposed for all residential development, including those which do not involve an additional land division.

- A. Parkland dedication and fees in lieu of land dedication.
  - (1) Any development approval which enables the creation of additional dwelling units shall require compliance with this parkland dedication fee and land dedication requirement. This would include any land division that creates new lots. It also would include any building permit for any dwelling unit per existing lot (single-family, duplex, or other multifamily building). Except for developments submitted to the City for approval after June 14, 2006, and before September 7, 2016, each new development within the corporate limits of the City shall be required to comply with the parkland dedication requirements here stated, including the parkland dedication fee imposed in lieu of the mechanism authorized under this chapter (as applicable) and the subsections following hereto. [Amended 6-20-2017 by Ord. No. 17-17]
  - (2) In the design of a subdivision, including minor subdivisions or planned developments, provision shall be made for suitable sites of adequate area for parks, playgrounds, open spaces, schools, drainageways, stormwater management or treatment facilities, and other public purposes. Such sites as are shown on the Official Map, Comprehensive Plan, or Parks and Open Space Plan shall be made a part of the design. Where such are not shown on said plans or map, consideration shall be given to the preservation of scenic and historic sites, stands of trees, marshes, ponds, streams, and woodland, prairie, and wetland plant and animal communities. [Amended 6-20-2017 by Ord. No. 17-17]
  - (3) The subdivider shall dedicate suitable land for the park, recreation, and open space needs of the development according to standards and recommendations contained in the Plan for Parks and Open Space. This shall include the provision of pedestrian and bikeway linkages necessary to provide access to park, recreation, and open space areas as determined by the Plan Commission and the Park, Recreation and Forestry Commission. All required land dedications under this subsection are in addition to the dedications or reservations required in § 545-32.
  - (4) The subdivider shall dedicate sufficient land area to provide adequate park, playground, recreation, and open space to meet the needs to be created by and provided for the subdivision, minor subdivision, or planned development project. At least 1,005 square feet of land shall be dedicated for each proposed residential

- dwelling unit within the approved final subdivision, minor subdivision, or planned development project and 402 square feet of land for each institutional residential unit.
- (5) Where a definite commitment is made by the subdivider with respect to the number of dwelling units to be constructed on any parcel of land, the land dedication shall be based on that number. Where no such commitment exists, the land dedication shall be based on the maximum number of dwelling units permitted in the zoning district, and the Plan Commission shall require additional land dedications for the allowed increase in dwelling units based on the following criteria:
  - (a) If the number of lots in the plat or survey is increased;
  - (b) If zoning classification is changed to increase the number of dwelling units allowed; or
  - (c) If the committed number of dwelling units is increased by the subdivider, developer, or landowner.
- (6) All subdivisions, minor subdivisions, and planned development projects are required to provide convenient pedestrian and bicycle linkages to park and recreation sites. Where such linkages are required outside the public street right-of-way in the opinion of the Plan Commission, they shall be reserved by easement and developed as an obligation of the subdivider or developer. The development of linkages shall be counted toward the parkland dedication requirements in Subsection A(4) above.
- (7) Whenever a park site, recreation site, or other public site that is designated in the Park and Open Space Plan, Comprehensive Plan, or Official Map is of a larger area than the required dedication established herein, the required dedication shall occur at the same time as final plat approval. The remaining lands may be reserved by the Common Council for a period not to exceed three years unless extended by mutual agreement. During such time period, the City at its discretion may agree to purchase the reserved lands at the fair market value established at the time of the final plat approval plus any real estate taxes accrued from the date of reservation.
- (8) Any land to be dedicated as a requirement of this section shall be reasonably adaptable for the intended park and recreation uses and shall be at a location convenient to the people to be served. Factors used in evaluating the adequacy of a proposed park and recreation area shall include but not be limited to size, shape, topography, geography, tree cover, access, and location. The determination of land suitability will be at the sole discretion of the Plan Commission acting on the recommendation of the Park, Recreation and Forestry Commission. All lands dedicated under this section shall have at least 100 feet of frontage on a public street. The Plan Commission and Park, Recreation and Forestry Commission may adjust this frontage requirement if better alternatives for access are provided.
- (9) At the discretion of the Plan Commission acting on the recommendation of the

Park, Recreation and Forestry Commission, the Plan Commission may require the developer to pay a parkland dedication fee in lieu of making the required land dedication as the parties may agree to by mutual consent, which has been reduced to writing in a developer's agreement, when the following findings have been made:

- (a) There is no land suitable for parks within the proposed subdivision or planned development project;
- (b) The dedication of land is not feasible;
- (c) The dedication of land would not be compatible with the City's Comprehensive Plan and Park and Open Space Plan; or
- (d) The Commission determines that a cash contribution or combination of land and fees will better serve the public interest.
- (10) The Plan Commission and the Park, Recreation and Forestry Commission may permit the subdivider to satisfy the dedication requirements of this section by combining land dedication with a parkland dedication fee payment as the parties may agree to by mutual consent, which has been reduced to writing in a developer's agreement.
- (11) Needs Assessment. For the purposes of the fee in lieu of land dedication imposed under this section, a Parks Needs Assessment has been prepared on a city-wide basis and is available for inspection at the Clerk's Office. The Needs Assessment provides the rationale and basis for the impact fees and land dedication created under this Section.
- (12) The amount of any parkland dedication fee imposed in lieu of land dedication shall be made in accordance with this Section and the Needs Assessment in the amount as specified in the City's Fee Schedule.
- (13) All dedicated parklands shall be graded, topsoiled, seeded, and prepared by the subdivider per the direction and satisfaction of the Park, Recreation and Forestry Commission or its designee. The costs for this work shall be reimbursed to the subdivider at the time of inspection and acceptance by the City. The reimbursement shall be at a rate of \$2,000 per acre.
- (14) All dedicated parklands shall front a public street and be sited per the direction and satisfaction of the Park, Recreation and Forestry Commission or its designee.
- B. Recreation facilities improvement impact fees.
  - (1) The subdivider, developer or landowner shall pay a recreation facilities improvement fee as set forth herein. "Recreation facilities" means improvement of land for public parks, including grading, seeding and landscaping, installing utilities, constructing sidewalks, purchasing and installing playground and other recreational equipment, and constructing or installing restroom facilities on land intended for public park purposes.

- (2) Needs Assessment. For the purposes of the recreation facilities improvement impact fees imposed under this section, a Parks Needs Assessment has been prepared on a city-wide basis and is available for inspection at the Clerk's Office. The Needs Assessment provides the rationale and basis for the impact fees and land dedication created under this Section.
- (3) The recreation facilities improvement fee shall be made in accordance with this Section and the Needs Assessment in the amount as specified in the City's Fee Schedule. This fee shall be additional to the requirement for parkland dedication or a fee payment in lieu of dedication. [Amended 1-20-2015 by Ord. No. 15-3]
- C. Fee revenue administration. [Amended 10-4-2016 by Ord. No. 16-18; 12-20-2016 by Ord. No. 16-23]
  - (1) All monies collected from fee revenues and interest earned thereon imposed under Subsection A or B above shall be used solely for the purpose of paying the proportionate costs of providing public parks, playgrounds, open spaces, and athletic fields together with the supporting recreation facilities to expand or improve them that may become necessary because of increased land development within the City. These capital costs may include the cost of land acquisition, debt service on bonds, or similar debt instruments when the debt has been incurred for proceeding with designated public projects before the collection of all anticipated fees for that project, legal, engineering, and design costs to reimburse the City for advances of other funds or reserves as from time to time approved by the Common Council.
  - (2) The Common Council shall place any fee collected pursuant to the provisions of Subsection **A** in a separate interest-bearing, segregated fund to be used for land acquisition of adequate park, playground, recreation, athletic fields, and open space. The Common Council shall place any fee collected pursuant to the provisions of Subsection **B** in a separate, interest-bearing, segregated fund to be used for recreation facilities improvements. The collected fees shall be utilized to construct park facilities for the plat, survey, or development.
  - (3) Revenues derived from funds collected from impact fees imposed and collected but not used as statutorily required within the applicable statutory period from the date of payment of the impact fee as prescribed in § 66.0617(9), Wis. Stats. shall be refunded on a prorated, proportional basis, as determined by the Common Council, to the payer of the fees for the property with respect to which the impact fee was imposed. [Amended 6-20-2017 by Ord. No. 17-17]
  - (4) The payment of an impact fee imposed under this section as a condition of a permit for new construction or issuing a zoning permit, conditional use permit, or land division may be contested as to the amount, collection, refund, or use of the impact fee to the Watertown Public Works Commission, provided that the applicant files a written notice of appeal in the office of the City Clerk-Treasurer within fifteen days of the approval of the full building permit by the office of the Building Inspector for new construction or issuing any other permit or land division permit upon which the impact fee is imposed. Such notice of appeal shall be titled "Notice of Appeal of

Impact Fee" and shall state the applicant's name, address, telephone number, address if available, legal description of the land development upon which the impact fee is imposed, and a statement of the nature of and reasons for the appeal. Said notice of appeal of impact fee shall be forwarded immediately by the Clerk/Treasurer of the City to the Watertown Public Works Commission Chairperson. The Chairperson shall schedule the appeal for consideration by the Watertown Public Works Commission at a regular meeting as soon as reasonably practicable under the circumstances and shall notify the applicant of the time, date, and place of such meeting in writing by regular mail, deposited in the mail no later than at least three days before the date of such meeting. Upon review of such appeal, the Watertown Public Works Commission may adjust the amount, collection, refund, or use of the impact fee upon just and reasonable cause shown. On and after June 14, 2006, and before September 7, 2016, all impact fees imposed under this chapter not otherwise required to be paid by the developer or land owner as provided above in this subsection shall be imposed upon each buildable lot in a development and shall be payable in full, at the annually adjusted rate then in effect, within fourteen days of issuing any zoning, conditional use, or building permit. After September 7, 2016, all impact fees imposed under this chapter not otherwise required to be paid by the developer or land owner as provided above in this subsection shall be imposed upon each buildable lot in a development and shall be payable in full at the annually adjusted rate then in effect at the time of issuing any zoning, conditional use, or building permit under this chapter or any other controlling authority. [Amended 6-20-2017 by Ord. No. 17-17]

- (5) The fees imposed under Subsection **A** and **B** above shall be paid in full by the subdivider, developer, or owner of record of the land development unless expressly excepted under this section at the time of issuing a full building permit by the office of the Building Inspector for any new construction. If the total amount of impact fees due for a development shall be more than \$75,000, a developer may defer payment of the impact fees for a period of four years from the date of issuing the building permit or until six months before the municipality incurs the costs to construct, expand, or improve the public facilities related to the development for which the fee was imposed, whichever is earlier. If the developer elects to defer payment under this paragraph, the developer shall maintain in force a bond or irrevocable letter of credit in the amount of the unpaid fees executed in the name of the municipality. At the time the municipality collects an impact fee, it shall provide the developer from which it received the fee an accounting of how the fee will be spent.
- (6) If the subdivider, developer, or owner of record fails to make the entire payment when due, the Building Inspector of the City shall issue a stop order, pursuant to the City of Watertown Building Code, as from time to time amended, and shall refuse to approve any plans or to perform any further inspections until the fees are paid in full. The Building Inspector also may revoke the entire building permit, pursuant to the City of Watertown Building Code, if such fees remain unpaid for longer than three months after the due date. The unpaid balance of fees shall bear interest at the rate of one percent per month from the date of the full building permit issuance by the office of the Building Inspector through the date of payment. No

certificate of occupancy may be issued for buildings on any parcel for which there are unpaid fees. Unpaid fees shall be billed as special charges to the property owner at the time of permit issuance and, if not so paid, shall become a lien as provided in § 66.0627(4), Wis. Stats. and Chapter 76, Article III, of the Code as of the date of such delinquency and automatically shall be extended upon the current or next tax roll as a delinquent tax against that real property parcel. Alternately, developers or landowners at their own option may elect to pay either any or all of the imposed fees at the time of recording or any or all of the imposed fees or special charges at any other time before the issuance of the zoning, conditional use, or building permit.

- (7) For all unplatted lands requiring a plat and for all land divisions, rezonings, or conditional use permits requiring a certified survey map, no final plat or certified survey map shall be certified approved for recording unless the parkland dedication fee is calculated and noticed on the face of the instrument to be recorded for collection under this section. A notation shall be placed upon the face of the plat, map, survey, or other document to be recorded, advising of the fees to be imposed on all buildable lots or developments containing institutional residential housing units. For all land divisions not requiring a plat or certified survey map, no rezoning permit, conditional use permit, or building permit shall be issued for land development unless the fees imposed under this section are calculated and invoiced for collection.
- (8) No subdivider, developer, or owner of record of a vacant parcel, single-family residence, condominium, duplex, or multifamily housing development may transfer, sell, or convey such property interest to any person or entity without first providing such person or entity actual written notice of the amount of the unpaid fees imposed under this section and time schedule for payment of such fees pursuant to this Subsection C, unless the subdivider, developer, or owner of record previously has paid the parkland dedication fees and recreation facilities improvement fees. Inclusion of the notice under this subsection in the real estate condition report furnished to a prospective purchaser of a vacant parcel, single-family residence, condominium, duplex, or multifamily housing development shall be sufficient compliance with this requirement.
- (9) The timing of parkland acquisition and recreation facilities development shall be at the discretion of the City as recommended by the Park, Recreation and Forestry Commission. Where parkland improvement fees and recreation facility improvement fees, however, have been acquired to enable the substantial development of planned park and recreation facilities, the City shall make said improvements within eight years of the date of fee collection.
- (10) Credit for private park and recreation areas.
  - (a) Where private park and recreation areas are provided in a proposed planned development district and such space is to be privately owned and maintained by the future residents of the development, such areas may be credited toward but not to exceed twenty-five percent of the requirement of land dedication for park and recreation purposes as set forth in Subsection

**A** and **B** above provided the City Plan Commission, acting upon the recommendation of the Park, Recreation and Forestry Commission, finds that it is in the public interest to do so and that the following standards are met:

- That yards, court areas, setbacks, and other open areas required to be dedicated or maintained by this section and Chapter 550, Zoning, shall not be included in computing such private open spaces;
- ii. That the private ownership and maintenance of the open space is provided for adequately by written agreement;
- iii. That the use of the private open space is restricted for park and recreational purposes by recorded covenants that run with the land in favor of the future owners of property within the tract and that cannot be defeated or eliminated without the consent of the Common Council:
- iv. That the proposed private open space is reasonably adaptable for use for park and recreational purposes, taking into consideration such factors as size, shape, topography, geology, access, and location of the private open space land; and
- v. That facilities proposed for the open space are in substantial accordance with the recommendations of the adopted Park and Open Space Plan. If the proposed private park is in the service area of a park site designated in the park plan or a site dedicated and/or developed as a public park, then no credits will be given for private facilities.
- (b) In making the evaluation of the credit for private recreation facilities, the Plan Commission may retain independent professional services agreed upon by both parties to determine the amount of credit, if any, that should be allowed. The fees for such independent evaluations shall be paid by the developer.
- (11) The current owner of a property on which an impact fee has been paid may apply for a refund of such fee if the City has not used such impact fee within the applicable statutory period from the date of payment of the impact fee as prescribed in § 66.0617(9), Wis. Stats, or the building permit for which the impact fee has been paid has lapsed for non-commencement of construction, or the project for which a building permit has been issued has been altered in a manner resulting in a decrease in the amount of the impact fee due, or as otherwise authorized in this chapter. [Added 6-20-2017 by Ord. No. 17-17]

# § 545-43 Contract requirements for installation of improvements.

A. Before final approval of any plat located within the corporate limits of the City of Watertown, the subdivider shall be required to enter into a contract with the City agreeing to install all required improvements. The subdivider shall file with said contract subject to the approval of

the City Attorney a bond, certificate of deposit, irrevocable letter of credit, certified check, or other security in an amount equal to the estimate of the cost approved or prepared by the Director of Public Works/City Engineer as a guarantee that such improvements will be completed by the subdivider or his contractors not later than eighteen months from the date of recording of the plat. As a further guarantee that all obligations for work on the improvements are satisfied, the contractor and subcontractors who are to be engaged in the construction of utilities or street improvements on dedicated street rights-of-way shall be listed as qualified for such work by the Public Works Commission. In lieu of said contract or instrument of guarantee, governmental units to which these bond and guarantee provisions apply may file a letter from officers authorized to act on its behalf agreeing to comply with the provisions of this section. The contract also shall require the subdivider to pay all outstanding assessments for public improvements previously installed and all area charges for stormwater drainage facilities, sanitary sewer and water mains, force mains, and pumping stations previously installed by the City. The subdivider shall provide for connecting with water and sanitary sewer mains, stormwater drainage facilities, curb and gutter, sidewalk and street improvements, and walkways and bikeways on all abutting streets and on any streets in the plat not included in the contract that are located in previously approved and developed phases of the plat.

B. In those cases where the Common Council determines it is in the interest of the City to install improvements by City contract and at such time as the City may designate, the subdivider shall petition the City for water, sanitary sewer main, sanitary sewer laterals, stormwater drainage facilities, curb and gutter, and sidewalk and street improvements. The cost of such improvements shall be paid by assessments to the benefitted properties. When improvements are installed partially by City contract in lieu of the preceding contract, the subdivider shall provide a contract and bond for all other required improvements.

#### § 545-44 **Documentation.**

# [Amended by Ord. No. 05-17]

The subdivider shall furnish the City with a reproducible "as built" file in digital AutoCad format (.dwg or .dxf file format) and geographic information system (GIS) format (.shp or geodatabase format) showing all improvements for the plat prior to issuing any building permits. This file shall be tied to the Wisconsin State Plane Coordinate System, NAD83 South Zone, U.S. Foot. The subdivider also shall furnish an itemized cost for the infrastructure improvements in the plat before issuing any building permits.

# § 545-45 Compliance with City of Watertown Specifications

All improvements shall comply with the requirements of City of Watertown Specifications, on file at the office of the Director of Public Works/City Engineer, and all other requirements of the City of Watertown.

# § 545-46 Restoration of disturbed areas; vegetation. [Added by Ord. No. 03-7]

- A. The subdivider shall stabilize all areas disturbed by mass site grading and utility and infrastructure installation within two weeks of completion of same or as soon as conditions allow.
- B. The subdivider shall cut all vegetation within all platted subdivisions once by each and every June 10 and August 25 or any other time when vegetation exceeds eight inches in height according to Chapter 446, Article III, of the City's Code. This requirement shall apply to all lands still owned by the subdivider. [Amended 10-4-2016 by Ord. No. 16-18; 12-20-2016 by Ord. No. 16-23; 5-2-2017 by Ord. No. 17-11]
- C. After review by the Weed Commissioner, if vegetation is not cut by those dates stated above

or as required by Chapter **446**, Article **III**, the Weed Commissioner shall notify the Building, Safety and Zoning Department, and the subdivider, contractor, or subcontractors shall not be issued any new permits until vegetation is cut.

# Article IV **Modifications and Appeals**

# § 545-47 **Modifications.**

- A. In cases where a subdivision or minor subdivision is part of a planned unit development for which a specific implementation plan containing revised design standards is recommended by the Plan Commission and approved by the Common Council and recorded with the Dodge or Jefferson County Register of Deeds, the waiver of or modification in the design standards required by this section shall be considered to have been granted.
- B. Modifications not related to a planned unit development may be granted by the Common Council so that substantial justice may be done and that the public interest is secured when, in its judgment, it would be inappropriate to apply a provision of this chapter or when such application would cause extraordinary hardship.
- C. A Modification may be granted by the Plan Commission to permit a parcel to be created by a proposed land division in the extraterritorial review area when it is shown that the application satisfies the following standards:
  - (1) A finding of fact must be made that the purpose of the proposed parcel is to be a lot for a dwelling unit to be occupied by a person who, or a family at least one member of which, earns a substantial part of his or her livelihood from farm operations on the parcel and/or contributes work which is substantially needed in the farm operation and is the parent or child of the farm operator or the spouse of the farm operator; and
  - (2) A finding of public interest must be made that the proposed parcel and development design is reasonable upon consideration of these factors:
    - (a) The potential for conflict with agricultural use.
    - (b) The need of the proposed development for a location in an agricultural area.
    - (c) The availability of alternate locations.
    - (d) Compatibility with existing or permitted development on adjacent lands.
    - (e) The productivity of the lands involved.
    - (f) The location of the proposed development so as to reduce to a minimum the amount of productive agricultural land converted.
    - (g) The need for public services created by the proposed development.
    - (h) The availability of adequate public services and the ability of affected local units of government to provide them without a reasonable burden.
    - (i) The effect of the proposed development on water or air pollution, soil erosion, and rare or irreplaceable natural resources.

- (3) When the site is zoned Exclusive Agricultural (A-1) under the Dodge or Jefferson County Zoning Ordinance, the Commission shall defer to the county conditional use decision on the standards of Subsection C2 where such a county decision is needed to establish the dwelling unit.
- (4) The minimum parcel size allowable under this Subsection **C** by modification is one acre, excluding any area dedicated to the public.
- (5) If a modification is granted under this subsection, the division of land shall be subject to all other pertinent provisions of this and related ordinances.
- D. Reasons and conditions for any waiver or modification granted shall be entered in the minutes of the Common Council.

# § 545-48 **Appeals.**

- A. The following decisions of the Plan Commission may be appealed to the Common Council:
  - (1) Rejection of a preliminary plat, a final plat, or a certified survey map.
  - (2) A determination that land is unsuitable for subdivision.
  - (3) The requirement of a preliminary plat for a land division.
- B. The procedure for the filing and handling of the appeal shall be that outlined in § **550-156** of the Zoning Code.

§ 545-49 Reserved.

# Article V **Definitions**

# § 545-50 **Definitions of terms.**

The following terms, whenever they occur in this chapter, are defined as follows. All other pertinent terms shall be as defined in Chapter **550**, Zoning, of the Code of the City of Watertown and in Ch. **236**, Wis. Stats.

#### **ACT OF DIVISION**

The division of a lot or parcel of land into two or more parcels.

# **BIKEWAY**

A general term describing any or all of the following defined types of facilities used for bikes. A network of bikeways constitutes a bike route system. Class designations are those in the Long Range Bikeway Program:

- A. **BIKE PATH (Class I)** A bike route completely apart from a street used by motor vehicles and restricted to bicycles unless designated otherwise.
- B. **BIKE LANE (Class II)** A designated lane of a street restricted to bicycle usage and separated from motor vehicles by a painted line, raised divider, or curb.
- C. **MIXED TRAFFIC ROUTE (Class III)** A route designated by signs along streets used by motor vehicles and bicycles.

#### **CERTIFIED SURVEY MAP**

A map or plan of record of a minor subdivision meeting all the requirements of § 236.34, Wis. Stats. and of this chapter.

#### **CLOSED DRAINAGE BASIN**

A drainage basin which has no surface outlet during periods of normal rainfall.

#### **COMMON COUNCIL**

The City of Watertown Common Council.

### **COMPREHENSIVE DEVELOPMENT PLAN**

A total site plan for an area of land eighty acres or more in size under the control of a developer(s) at the time of submission for review. Said plan specifies and illustrates the location, relationship, and nature of all uses, easements, streets, pedestrian paths, bikeways, and common open space.

#### **COMPREHENSIVE PLAN**

The comprehensive plan for guiding and shaping the growth and development of the Watertown community, including all of the component parts, as prepared by the Plan Commission and certified to the Common Council.

# **CONDOMINIUM DEVELOPMENT**

A real estate development, redevelopment, or ownership regime conversion project involving establishment or alteration of the condominium form of ownership for all or part of the development.

# **DEVELOPER**

See "subdivider."

#### **DIVISION OF LAND**

The division of a lot or parcel of land into two or more parcels.

#### DRIVEWAY

A vehicle access from private property to a public street.

#### **ENVIRONMENTAL CORRIDORS**

Continuous open space systems based on natural resources and environmentally important lands. The corridors are based primarily on streams, lakes, shorelands, floodplains, waterways, and wetlands.

# **EXTRATERRITORIAL PLAT APPROVAL JURISDICTION**

As defined in § 236.02(5), Wis. Stats. (three miles from corporate limits).

# **FINAL PLAT**

The map or plan of record of a subdivision and any accompanying material as required in § **545-14**.

#### **GOVERNING BODY**

The City of Watertown Common Council.

#### **GREENWAY**

An open area of land included under the definition of "parkway," the primary purpose of which is to carry stormwater on the surface of the ground in lieu of an enclosed storm sewer. Greenways may serve the following multiple public purposes in addition to their principal use, including but not limited to vehicular and/or pedestrian traffic, sanitary sewers, water mains, storm sewers, stormwater retention basins, waterways, conservancy areas, environmental corridors, and park development.

#### LAND DIVISION

The division of a lot or parcel of land into two or more parcels. Also referred to as

"division of land."

#### LAND IN ITS NATURAL UNDEVELOPED STATE

Land which has runoff characteristics equivalent to runoff curve number (CN) 70 as used in the runoff methodology promulgated by the United States Natural Resources Conservation Service National Engineering Handbook.

#### LOT

A parcel of land having frontage on a public street occupied or intended to be occupied by a principal structure or use and sufficient in size to meet the minimum lot width, lot frontage, lot area, setback, yard, parking, or other requirements of the City zoning ordinance.

#### LOT, CORNER

A lot abutting two or more streets at their intersection, provided that the corner of such intersection shall have an angle of 135 degrees or less.

# LOT, DOUBLE OR REVERSE FRONTAGE

A lot other than a corner lot with frontage on more than one street. Such lots normally shall be deemed to have two front yards, two side yards, and no rear yard.

# LOT, FLAG

A lot not fronting on or abutting a public street and where access to the public street system is by a narrow strip of land (sometimes called a "neck," "narrow leg," or "flag staff"), easement, or private right-of-way. Flag lots generally are not considered to conform to sound planning principles.

#### MINOR SUBDIVISION

The division of a lot or parcel of land for the purpose of transfer of ownership or building development where the act of division creates four or fewer parcels, lots, or building sites, any one of which is thirty-five acres or less in area. A minor subdivision of a lot or parcel shall occur not more than once in five years.

#### **OFFICIAL MAP**

The map indicating the location, width, and/or extent of existing and proposed streets, highways, parkways, parks, waterways, and playgrounds as adopted by the Common Council pursuant to § **62.23(6)**, Wis. Stats.

# OUTLOT

A parcel of land other than a buildable lot or block, so designated on the plat, which is used to convey or reserve parcels of land. Outlots may be created to restrict a lot that is unbuildable because of high groundwater, steep slopes, or other physical constraints or to create common open space that may accommodate certain recreational amenities and stormwater management facilities. Outlots also may be parcels of land intended to be re-divided into lots or combined with lots or outlots in adjacent land divisions in the future for the purpose of creating buildable lots. An outlot may be further created if a lot fails to meet requirements for a POWTS but may be buildable if a public sewer is extended to the lot or land division. Section 236.13(6) of the Wisconsin Statutes prohibits using an outlot as a building site unless it complies with all the requirements imposed for buildable lots. The City generally will require that any restrictions related to an outlot be included on the face of the plat.

#### **PARCEL**

Contiguous lands under the control of a subdivider(s) not separated by streets, highways, or railroad rights-of-way.

#### **PARKWAY**

Any right-of-way for vehicular traffic including bicycles or pedestrian traffic or both with full or partial control of access and usually located within a park or a ribbon of park-like development. Said parkway may include greenways required for stormwater drainage purposes where the drainage improvement is to include park-like treatment and where pedestrian or vehicular travel including bicycles may be permitted.

#### **PLAN COMMISSION**

The City of Watertown Plan Commission.

#### PLANNED UNIT DEVELOPMENT

Any zoning district which allows diversification and variation in land development to achieve an improved living environment and to preserve open space.

#### **PLAT**

A map of a subdivision.

#### **POWTS**

Private Onsite Wastewater Treatment System.

#### PRELIMINARY PLAT

A map delineating the features of a proposed subdivision as described herein, submitted to the Plan Commission for preliminary consideration prior to the final plat.

#### PRIME AGRICULTURE LAND

Lands containing Class I, II, and III soils and other lands having a history of agricultural production.

#### **REPLAT and RESUBDIVISION**

The process of changing or the map that changes the boundaries of a recorded plat or part thereof. The legal division of a larger block, lot, or outlot within a recorded plat that does not change the exterior boundaries of said block, lot, or outlot, is not a replat. See § 236.36, Wis. Stats.

#### **STREET**

A public way for vehicular and pedestrian traffic, whether designated as a street, highway, thoroughfare, parkway, thruway, road, avenue, boulevard, lane, place, or however otherwise designated.

- A. Arterial streets and highways. Those streets providing for rapid movement of concentrated volumes of traffic over relatively long distances.
  - Principal arterials. Streets serving the major interstate and interregional traffic corridors and providing the highest mobility level and a high degree of access control.
  - (2) Primary arterials. Streets serving major regions or connecting important cities and major intracommunity corridors in the metropolitan area. These routes provide high mobility and a high degree of access control.
  - (3) Standard arterials. Those streets that more commonly provide for intermediate length trips, thus serving through traffic movement in trade areas or feeding traffic to the principal and primary arterial streets from lower activity areas not served by such routes.
- B. Collector streets. Streets which provide moderate-speed movement of persons and goods between major arterials and/or activity centers. These are basically local streets that because of directness of routing and higher capacity receive higher volumes of traffic to be distributed from or collected toward nearby arterial streets.
- C. Local streets. Streets designed for low speeds and low volumes which provide access from low traffic-generating areas to collector and arterial systems.
  - (1) Industrial street. A local street serving an industrial, office, or commercial area as defined in Chapter **550**, Zoning.

- (2) Residential streets.
  - (a) Residential, typical. A standard residential street.
  - (b) Residential, major. A street located within and/or between plats or other residential development that serves to connect local streets to collector or arterial streets.
- D. Marginal access streets (frontage roads). Streets parallel and adjacent to arterial streets and highways that provide access to abutting properties and separation from through traffic.
- E. Alley. A public right-of-way which affords a secondary means of access to abutting property.
- F. Cul-de-sac streets. Streets closed at one end with turnarounds.
- G. Dead-end streets. Streets closed at one end without turnarounds. These are prohibited.

#### **STRUCTURE**

Anything constructed or erected, the use of which requires more or less permanent location on the ground or attached to something having permanent location on the ground, excepting public utility facilities and appurtenances attached thereto.

#### **SUBDIVIDER**

Any person, firm, partnership, corporation, association, estate, trust, or other legal entity requesting review or action on a plat, minor subdivision, or condominium.

#### **SUBDIVISION**

The division of a lot or parcel of land for the purpose of transfer of ownership or of building development where:

- A. The act of division creates five or more parcels or building sites of thirty-five acres each or less in area; or
- B. The act of division creates five or more parcels or building sites of thirty-five acres each or less in area by successive divisions within a period of five years.

#### SUBSTANDARD LOT

A lot, the area, dimensions, or location that existed at the time of the effective date of this Ordinance or an amendment thereto that does not conform to current regulations of this Ordinance. Substandard lots are also referred to as nonconforming lots.

### **URBAN SERVICE AREA**

That area which the City of Watertown that the Common Council has designated as the area within which it expects the provision of the full range of urban facilities and services. For purposes of this chapter, the full range of services includes but is not limited to sanitary sewer, storm sewer, water supply and distribution, fire service and police, parks and open space, recreation, schools, and transportation. The designated urban service area may include areas in which other local governments will provide these services consistent with the land use plans for Dodge and Jefferson Counties and policies of the City of Watertown.

#### **WATERWAYS**

Rivers, streams, creeks, ditches, drainage channels, watercourses, lakes, bays, ponds, impoundment reservoirs, retention and detention basins, marshes, and other surface water areas, regardless of whether the areas are natural or artificial.

# **ZONING CODE**

Chapter 550, Zoning, of the Code of the City of Watertown.

# **Attachments:**

Attachment 1 - Site Assessment Checklist

#### SUBDIVISION OF LAND

545 Attachment 1

# City of Watertown

#### Site Assessment Checklist

NOTE: All "yes" answers must be explained in detail by attaching maps and supportive documentation describing the impacts of the proposed development.

Item No.	Item of Information	Yes	No
I.	Land Resources. Does the project site involve?		
Α.	Changes in relief and drainage patterns (attach a topographical map showing, at a minimum, two-foot contour intervals)		
В.	A landform or topographical feature, including perennial streams and hills over 50 feet in elevation		
C.	A floodplain (If "yes" attach two copies of the one-hundred-year floodplain limits and the floodway limits - if officially adopted)		
D.	An area of soil instability — greater than 18% slope and/or organic soils, peats or mucks at or near the surface as depicted in the applicable County Soils Atlas		
E.	An area of bedrock within 6 feet of the soil surface as depicted in the applicable County Soils Atlas		
F.	An area with groundwater table within 10 feet of the soil surface as depicted in the applicable County Soils Atlas		
G.	An area with fractured bedrock within 10 feet of the soil surface as depicted in the applicable County Soils Atlas		
H.	Prevention of gravel extraction		
I.	A drainageway for 5 or more acres of land		
J.	Lot coverage of more than 50% impermeable surfaces		
K.	Prime agricultural land as depicted in adopted farmland preservation plans		
L.	Wetlands as depicted on wetland inventory maps		
M.	Area within the airport height limitations or noise impact zone		
N.	Officially mapped environmental corridors		
II.	Water Resources. Does the project involve?		
A.	Location in an area traversed by a navigable stream or dry run		
В.	Impact on the capacity of a stormwater storage system or flow of a waterway within $1\mathrm{mile}$	·	
C.	The use of septic tank for on-site waste disposal		
D.	Lowering of water table by pumping or drainage		

545 Attachment 1:1

08 - 01 - 2016

#### WATERTOWN CODE

Item No.	Item of Information	Yes	No
E.	Raising of water table by altered drainage		
F.	Lake or river frontage		
III.	Biological Resources. Does the project site involve?	-	
A.	Critical habitat for plants and animals of community interest per DNR inventory		
B.	Endangered, unusual or rare species of:		
1.	Land animals per DNR inventory		
2.	Birds per DNR inventory		
3.	Plants per DNR inventory		
C.	Removal of over 30% of the present trees on the site		
IV.	Human and Scientific Interest per State Historical Society Inv project site involve?	entory. Do	es the
A.	An area of archaeological interest		
B.	An area of historical interest		
1.	Historic buildings or monuments		
V.	Energy, Transportation and Communications.		
A.	Does the development increase traffic flow on any arterial or collector street by more than 10% based upon the most recent traffic counts and trip generation rates provided by the ITE?		
В.	Is the development traversed by an existing or planned utility corridor (gas, electrical, water, sewer, storm, communications)?		
VI.	Population.		
A.	Which public school service areas (elementary, middle and high) are affected by the proposed development, and what is their current available capacity?	E: Cap.: M: Cap.: H: Cap.:	
VII.	Comments on any of the above which may have significant impact.		
VIII.	Appendixes and Supporting Material.		

545 Attachment 1:2

08 - 01 - 2016

Attachment 2 - Table 1, Minimum Roadway Design Standards

#### SUBDIVISION OF LAND

#### 545 Attachment 2

#### City of Watertown

#### Table 1 Minimum Roadway Design Standards Revised

											Cul-l	De-Sac	
Description	Right- of-Way (feet)	Pavement Width <sup>1</sup> E-E (feet)	Lane Width (feet)	Parking	Sidewalks	Minimum Return Radius (feet)	Minimum Radius (feet)	Minimum Reverse Curve Tangent (feet)	Maximum Grade <sup>4</sup>	Maximum Length (feet)	Right- of-Way (feet)	Diameter (feet)	Pavement Width <sup>1</sup> E-E (feet)
Arterials	To be designed in accordance with standard engineering design practices based on regional criteria												
Collectors <sup>2</sup>	80	36	12	2 sides	2	20	450	150	6%	_	_	_	_
Local													
1. Industrial <sup>2</sup>	70	40	12	Optional <sup>3</sup>	Optional <sup>3</sup>	30	320	150	6%	1,000	120	94	40
2. Residential (major)	66	32	12	2 sides	2	20	200	100	7%	N/A	N/A	N/A	N/A
3. Residential (typical)	66	30	10	2 sides	2	20	200	100	8%	700	120	82	30
Marginal access (frontage)	50	24	12	None	1	25	200	_	6%	_	_	_	_
Alleys	24	20	_	None	None	10							

- NOTES:

  1 Pavement width without curb and gutter (E-E = edge of pavement to edge of pavement).

  2 If a vertical curve is under 500 feet in radius, the maximum grade allowed is 5% minus 0.5% for 

  Requirement to be determined by the Plan Commission.

  4 Minimum street grade is 0.5%.

545 Attachment 2:1 08 - 01 - 2016

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:	December 5, 2023		December 19, 2023 2ND		
READING:					ADOPTEDDecember 19, 2023
	YES	NO	YES	NO	
DAVIS					
LAMPE					CITY CLERK
BOARD					
BARTZ					APPROVED <u>December 19, 202</u>
BLANKE					
SMITH					
SCHMID					MAYOR
WETZEL					
MOLDENHAUER					
MAYOR MCFARLAND					
TOTAL					

# RESOLUTION JAYNELLEN HOLLOWAY'S RETIREMENT DIRECTOR OF PUBLIC WORKS

SPONSOR: MAYOR MCFARLAND

**WHEREAS**, Jaynellen Holloway has served as an employee in the Public Works Department, Engineering Division of the City of Watertown since August 12, 2013, and,

**WHEREAS**, Jaynellen Holloway has dedicated 10 years of her career to serving the citizens of the City of Watertown; and,

**WHEREAS**, Jaynellen Holloway has demonstrated integrity, knowledge, and professionalism in her work for the City of Watertown; and,

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

That the Common Council of the City of Watertown extends sincere gratitude to Jaynellen Holloway for her years of public service and wishes her many happy and rewarding years of retirement.

	YES	NO	
DAVIS			ADOPTED <u>December 19, 2023</u>
LAMPE			
BOARD			
BARTZ			CITY CLERK
BLANKE			
SMITH			APPROVEDDecember 19, 2023
SCHMID			
WETZEL			
MOLDENHAUER			MAYOR
MAYOR MCFARLAND			
TOTAL			

# **RESOLUTION TO**

# ENTER INTO THE 2024-2025 AGREEMENT BETWEEN THE CITY OF WATERTOWN AND LOCAL 877 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO-CLC

# SPONSOR: MAYOR EMILY MCFARLAND FROM: FINANCE COMMITTEE

**WHEREAS**, the Finance Committee and Local 877 of the International Association of Fire Fighters, AFL-CIO-CLC have reached an agreement; and

**WHEREAS**, it is the recommendation of the Finance Committee that the City ratify this Agreement.

# 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 2024-2025 Agreement between the City of Watertown and Local 877 of the International Association of Fire Fighters, AFL-CIO-CLC.

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

	YES	NO	
DAVIS			ADOPTED <u>December 19, 2023</u>
LAMPE			
BOARD			
BARTZ			CITY CLERK
BLANKE			
SMITH			APPROVED <u>December 19, 2023</u>
SCHMID			
WETZEL			
MOLDENHAUER			MAYOR
MAYOR MCFARLAND			
TOTAL			

# 2024-2025

# **AGREEMENT**

# **BETWEEN**

# **CITY OF WATERTOWN**

# **AND**

LOCAL 877 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO-CLC

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# **AGREEMENT**

# **PREAMBLE**

This Agreement is made and entered into at Watertown, Wisconsin, by and between the City of Watertown, Municipal Employer, hereinafter referred to as "Employer", and Local 877 of the International Association of Fire Fighters, AFL-CIO-CLC, hereinafter referred to as "Union".

# **ARTICLE I – PURPOSE AND CONDITIONS OF AGREEMENT**

- <u>1.01</u> It is the purpose of this Agreement and the desire of both parties thereto to protect and promote the interests of the general public to whom the parties provide service, to maintain harmonious labor relations, to obtain a complete agreement covering wages, hours of work and conditions of employment, to provide for the well-being of the employees and to allow the Employer to operate and manage its affairs.
- <u>1.02</u> This Agreement constitutes an entire agreement between the parties and no verbal statement shall supersede any of its provisions.
- <u>1.03</u> The term "employee" or "employees" shall refer to a full-time employee or full-time employees whenever used, unless specifically provided otherwise.
- $\underline{1.04}$  The terms and conditions of this Agreement shall supersede ordinances and resolutions wherein there is a conflict with this Agreement.

# <u>ARTICLE II – RECOGNITION</u>

<u>2.01</u> – Pursuant to the provisions of Chapter 111.70 of the Wisconsin Statutes, the Employer recognizes the Union as the exclusive bargaining agent for all full-time employees of the Fire Department, except supervisory, confidential, managerial, or executive employees and clerical employees.

# **ARTICLE III – MANAGEMENT RIGHTS**

3.01 – The Union recognizes the prerogatives of the Employer to operate and manage its affairs in all respects in accordance with its responsibility and in the manner provided by law, and the powers or authority which the Employer has not specifically abridged, delegated, or modified by other provisions of this Agreement are retained as the exclusive prerogatives of the Employer. Such powers and authority, in general, include, but are not limited to the following:

1

a) To determine its general business practices and policies, including the purchase and utilization of equipment.

- b) To manage and direct the employees of the Employer, to make assignments of jobs, to determine the size and composition of the work force, to train or retrain employees, to establish standards of job performance, to determine and schedule the work to be performed by the work force and each employee, and to determine the competence and qualifications of the employees.
- c) To determine the methods, means and personnel by which and the location where the operations of the Employer are to be conducted.
- d) To take whatever action may be necessary in situations of emergency.
- e) To utilize part-time employees when deemed necessary.
- f) To hire, promote and transfer and lay off employees and to make assignments and promotions to supervisory positions.
- g) To suspend, demote, discipline or discharge employees pursuant to § 62.13, Wis. Stats.
- h) To create new positions or departments; to introduce new or improved operations or work practices; to terminate or modify existing positions, departments, operations or work practices; and to consolidate existing positions, departments or operations.
- i) To make and alter rules and regulations for the conduct of its business and of its employees. The reasonableness of any new or revised rule is subject to the grievance procedure.
- <u>3.02</u> Both parties agree that every incidental duty connected with the operation of the Fire Department is not always specifically described. Nevertheless, it is intended that all such duties shall be performed as directed by the Chief or their representative. But it is recognized that the primary mission is the protection of life and property.

# **ARTICLE IV – UNION ACTIVITY**

- <u>4.01</u> No Union meeting shall be attended by employees while on duty and no Union business shall be conducted by employees while on duty except as follows:
  - a) The Union shall be allowed to hold a membership meeting once a month at the Watertown Fire Station, provided that the time and place in the station for such meetings shall be subject to the approval of the Chief. Special meetings may be held with the prior written permission of the Chief. Any employee on duty who attends such meetings shall be subject to call during the meetings.
  - b) Processing grievances as provided in Article XVIII.

- c) One member of the Union's Bargaining Committee who is on duty at a time when a contract negotiation session is scheduled shall be allowed time off without loss of pay to attend such session. Such employee, however, shall be subject to call during such session.
- d) Routine Union business may be engaged in by a Union officer, such as posting notices on the kitchen bulletin board, provided that prior notification is given to the Chief or their representative by such officer, the amount of time involved is reasonable and such business does not disrupt the normal operations of the Fire Department.
- <u>4.02</u> Off duty or non-employee representatives of the Union having business with the officers or individual employees on duty may confer with such officers or employees during the course of the workday for a reasonable amount of time, provided they have obtained prior approval from the Chief or their representative.
- <u>4.03</u> The Union shall furnish the Employer with a list of the names of its officers or other designated representatives and shall keep such list current.
- <u>4.04</u> Union time trades shall be utilized to allow a Union member off duty to conduct official Union business. The Union will pay the member working the trade instead of receiving time off.
  - a) Union time trades must be initiated by the president or vice president. A memo outlining the details, and request of Union time trade shall be submitted with normal time off request forms.
  - b) A Union time trade cannot be approved if under any circumstance such trade would cause overtime or any additional payment of any kind to employees by the City.
  - c) Union time trades must be approved by the Fire Chief or their designee. Union time trades shall be approved/denied no more than five (5) working days after the request is submitted.
  - d) Once a Union time trade is approved by the Chief or their designee it cannot be cancelled for any reason.

# <u>ARTICLE V – FIRE INSPECTOR</u>

<u>5.01</u> – <u>FIRE INSPECTOR</u>. The City may designate up to six (6) firefighters to conduct fire inspections. The designation will be made by seniority, with the offer first made to the most senior members of the bargaining unit. Where Fire Inspector staffing considerations require, the City may pass over a senior firefighter. Each individual appointed to serve as a Fire Inspector shall have their annual salary increased by six hundred dollars (\$600.00) each year. Employees who cease serving as Fire Inspectors shall be subject to a prorated rate reduction. Inspections shall

be conducted during the firefighter's normal duty day, except where, in the Chief's judgment, need requires assignment of fire inspection activity on Saturday afternoons between 1:00 p.m. and 4:30 p.m.

# ARTICLE VI – HOURS OF WORK

- **6.01** The work period for all employees shall be twenty-seven (27) days.
- <u>6.02</u> Firefighting employees will work a normal work cycle of one 24-hour tour of duty followed by one 24-hour off period, followed by one 24-hour tour of duty, followed by one 24-hour off period, followed by one 24-hour off duty, followed by four 24-hour off periods. The normal starting time for a tour of duty will be 7:00 a.m.
- <u>6.03</u> Trading tours of duty will be permitted with the prior consent and approval of the Fire Chief or the officer in charge. Requests for such trades shall be in writing and shall specify the employees involved in the trade, the reason for the trade, the date the trade will be made and the date the trade will be repaid. All trades must be repaid within twelve (12) calendar months. The Chief will act on all trades no later than thirty (30) days prior to the first trade date. All trades will be made in compliance with the Fair Labor Standards Act and rules and regulations enacted there under, if applicable, but in no event will any such trade be permitted if such would subject the Employer to overtime or any additional payments. This section shall be administered in a reasonable and non-discriminatory manner.
- <u>6.04</u> Employees will receive a paid leave of absence for time spent in jury duty service plus reasonable travel time to and from the courthouse, provided such jury duty occurs during regularly scheduled work hours. Any jury duty pay, exclusive of mileage, received shall be turned over to the City. Employees will return to work immediately upon being released for the day by the court.
- <u>6.05</u> The normal duty day for firefighters shall be 8:00 a.m. to 11:30 a.m. and 1:00 p.m. to 4:30 p.m., Monday through Friday, and 8:00 a.m. to 11:30 a.m. Saturdays, excluding holidays. The duty day hours are not applicable to any emergency duties or work necessitated by unusual circumstances, including, but not limited to, the giving of tours.
- <u>6.06</u> Employees assigned to a 24-hour shift schedule may be transferred to a 40-hour work week temporary assignment, which may be due to restricted duty, light duty assignments, temporary voluntary assignment, or new hire orientation, at the discretion of the Fire Chief and based upon the availability of work. The Chief can terminate the 40-hour work week at any time and return the employee to full duty.

Normal work hours will be Monday through Friday 8:00 a.m. to 4:30 p.m., with lunch from 11:30 a.m. to 1:00 p.m. The employee shall have off all holidays as do other 40-hour work week staff and paid for said holidays. The schedule may be adjusted with prior approval from the Fire Chief.

Employees on a 40-hour work week shall not count toward daily staffing.

Employees on a 40-hour work week shall be allowed to take vacation hours regardless of the number of personnel already on vacation.

An employee on a 40-hour work week until their return to full duty, will be allowed one calendar day (24 hours) prior to the return to shift off with no reduction in pay.

When an employee is assigned to a 40-hour work week they shall be paid the same annual salary they were receiving on regular duty.

<u>6.07</u> – Fire Department Management may assign training to be performed outside of normal duty day hours defined in Section 6.05, provided firefighters are provided time off at a future date at the rate of one (1) hour off for one (1) hour of training performed outside the normal duty day hours. Fire Department Management will make every effort to make this assignment occur within sixty (60) days from the after-hours training event. Under no circumstances will a pre-scheduled event be cancelled to allow for time off. Assigned time off will be done according to the shift that was working the day the after-hours training occurred, not the actual personnel. Therefore, the use of vacation time, sick time or time trades will in no way affect the assigned date and time off. Fire Department responses for service will in no way affect the assigned date and time off.

# **ARTICLE VII – OVERTIME**

- 7.01 All hours an employee is required by the Chief or their representative to work for any reason, including mandatory training, in excess of their normal work cycle or normal work week will be considered as overtime hours. Employees will be paid for overtime hours at the rate of time and one-half (1-1/2).
- 7.02 Such overtime pay shall be computed on a quarter hour basis and any portion thereof. Employees called back to work outside their assigned duty hours shall receive a minimum of two (2) hours pay at time and one-half (1-1/2), provided, however, that such minimum shall not apply to hours worked consecutively prior to or subsequent to their assigned duty hours or to hours involved in training.
- <u>7.03</u> Overtime to fill shifts (hire-back) will be offered to all Union members first based on seniority and qualifications. In the event Union members do not fill the shifts then non-Union members will be offered overtime.

# <u>ARTICLE VIII – VACATION AND HOLIDAYS</u>

# **8.01** – VACATIONS.

a) Firefighting employees shall be entitled to annual vacations based on length of continuous service as provided in this Article.

- b) On January 1 of every year, each firefighting employee with at least twelve (12) months of service shall be deemed to have earned vacation awarded on that day based on the length of continuous service as specified in Section 8.03 infra. Any firefighting employee who during the course of the year reaches a new threshold for vacation award based on continuous service shall receive one (1) additional day of vacation awarded and earned on their anniversary date for that year. Firefighting employees may schedule their additional day of earned vacation at the same time as all other vacation days are scheduled provided the additional day is scheduled after their anniversary date for that year.
- c) Firefighting employees may not use unearned vacation time.
- d) Vacation schedules, including the number of employees who are able to be on vacation at the same time, shall be approved by the Chief or their representatives. Vacations shall be drawn according to seniority and employees outside the bargaining unit may, at the discretion of the Chief, be included in such draw.
- e) Vacations must be taken within the calendar year, or they shall be considered lost. For purposes of this Section, a vacation period which starts within the calendar year but extends beyond such year shall be considered as taken within the calendar year.
- f) Continuous service shall not include any period of layoff or unpaid leave of absence, except military leave if required by law, where such layoff or leave exceeds thirty (30) consecutive calendar days.
- g) In the event a firefighting employee separates from their employment with the City for any reason, said employee shall not be required to repay or reimburse any used vacation time. Furthermore, the City shall pay any earned and unused vacation time out to the firefighting employee at their current rate of pay on the final pay check.
- h) New Hires Beginning January 1, 2022
  - 1) New Hires shall receive no vacation hours from their start date until the end of the calendar year in which they were hired.
  - 2) On January 1 of the year following the year in which the New Hire began working full-time at the Watertown Fire Department, the New Hire will earn .5 days of vacation per two-week period from their date of hire to December 31, of the year they were hired.
  - 3) While vacation time provided in subparagraph 2 will be deemed earned on January 1, of the year following the year in which the New Hire began full-time employment, a New Hire shall not be eligible to use or be paid out vacation days upon separation until completion of their probationary period.
  - 4) On January 1 of the year following the end of a New Hire's probation period, the individual shall begin earning vacation consistent with Article 8.01(b) supra.

# 8.02 - HOLIDAYS.

a) Employees shall be entitled to the following holidays:

New Year's Day Patriot's Day (9-11) Good Friday Thanksgiving Day

Memorial Day Day after Thanksgiving Day

Independence Day

Labor Day

Christmas Eve
Christmas Day

Veterans Day

New Year's Eve

- b) Each firefighting employee shall be entitled to one hundred forty-four (144) work hours off per year in lieu of time off on the above holidays. Scheduling of holiday time shall be approved by the Chief or their representative.
- 8.03 During the term of this Agreement, firefighting employees will be granted the following amount of time off for vacation and holiday off time combined:
  - a) Employees with twelve (12) months of continuous service;
    - (i) 13 24-hour workdays
  - b) Employees with five (5) years of continuous service;
    - (i) 14 24-hour workdays
  - c) Employees with seven (7) years of continuous service;
    - (i) 15 24-hour workdays
  - d) Employees with eleven (11) years of continuous service;
    - (i) 16 24-hour workdays
  - e) Employees with fourteen (14) years of continuous service;
    - (i) 17 24-hour workdays
  - f) Employees with seventeen (17) years of continuous service;
    - (i) 18 24-hour workdays
  - g) Employees with nineteen (19) years of continuous service;
    - (i) 19 24-hour workdays

- h) Employees with twenty-one (21) years of continuous service;
  - (i) 20 24-hour workdays

# <u>ARTICLE IX – SICK LEAVE</u>

- 9.01 Firefighting employees who have been continuously employed by the Employer for a period of at least six (6) months shall be entitled to sick leave with pay on the basis of twenty-four (24) hours for each calendar month of full-time service. Although such new employees are unable to use sick leave during their first six (6) months, they will accrue sick leave on the above basis during such period. Unused sick leave may accumulate to a total of not more than 1,440 hours.
- <u>9.02</u> An employee on sick leave shall be required, on request, to file with the Chief or their representative, a written report upon their return to duty, on a form furnished by the Employer, stating their length of absence from duty and the nature and effect of their illness or injury.
  - <u>9.03</u> To be eligible for paid sick leave, an employee must:
  - a) Whenever possible, report their illness or injury to the officer in charge one (1) hour before their tour of duty, provided, however, that in cases of known extended illness or injury, the employee will periodically notify the Chief of their progress.
  - b) File with the Chief or their representative on return to duty, a physician's statement to the effect that they were unable to perform the duties of their position, specifying the cause, where such absence is for three (3) or more consecutive tours of duty. For good cause, the Chief may request such physician's certificate for absence of lesser duration.

#### 9.04

- a) Sick leave shall include absences from duty on a scheduled workday because of an employee's illness or injury or exposure to contagious disease or, upon proper notice to the Chief or their representative, because of serious injury, illness, or emergency in the employee's immediate family, i.e., parent, child or spouse. Sick leave may be taken on an hourly basis but will be charged in fifteen (15) minute increments.
- b) In the event an employee calls in sick in the morning and tells the officer in charge they are attempting to see a doctor, the employee may come back to work at any time, if the doctor approves their returning to work. In the event an employee calls in sick in the morning and does not tell the officer in charge that they are attempting to see a doctor or does not consult a doctor, and such employee feels better later

and desires to return to duty during that shift, such employee will not be permitted to return to duty until at least the first eight (8) hours of that shift have elapsed.

# <u>9.05</u>

- a) In the event of a death in the family, employees shall receive paid funeral leave in the following amounts for absences from regularly scheduled work up to and including the day of the funeral:
- b) No more than seventy-two (72) hours in the event of the death of a parent, stepparent, child, stepchild, or spouse.
- c) No more than forty-eight (48) hours in the event of the death of a mother-in-law, father-in-law, brother or sister or stepsibling.
- d) No more than twenty-four (24) hours in the event of the death of a brother-in-law, sister-in-law, daughter-in-law, son-in-law or grandparent, grandchild, or step-grandchild of the employee or the employee's spouse, provided that the funeral occurs on a day when the employee is scheduled to work.

9.06 – In the event an employee does not have sufficient paid sick leave to cover the illness or injury of the employee or in the event an employee requires additional funeral leave in excess of that provided for in Section 9.05, an employee may, at the discretion of the Fire Chief, be allowed up to three (3), twenty-four (24) hour workdays as leave of absence without pay in any calendar year for such purposes. Leaves of absence without pay for such purposes in excess of three (3), twenty-four (24) or eight (8) hour workdays, as the case may be, in any calendar year, may be allowed, provided, however, that prior approval must be given by the Common Council. Paid sick leave shall not accrue during any such unpaid leave of absence in excess of thirty (30) consecutive calendar days.

# 9.07 – EMERGENCY LEAVE.

Emergency Leave is defined as when an employee is allowed to leave their duty assignment and be paid out of their sick leave balance.

Emergency Leave will be charged in fifteen (15) minute increments from the employee's sick leave balance.

To obtain Emergency Leave, the employee must obtain permission from the shift commander or in their absence the Fire Chief. The employee must clearly and completely explain the circumstances regarding the situation including the approximate length of time needed during their request for Emergency Leave.

No Emergency Leave will be granted if it will cause overtime for the City. Emergency Leave is not applicable to absences for serious injury or illness in the employee's immediate family

consisting of a parent, child, or spouse. Those absences are provided for under Section 9.04(a) of the Agreement.

Permission may be granted on a case-by-case basis. Denial of permission shall not be subject to the grievance procedure.

# ARTICLE X – WORKER'S COMPENSATION

<u>10.01</u> – If an employee is injured while performing work for the City and is receiving Worker's Compensation payments for temporary-partial or temporary-total disability, they shall receive the difference between their regular salary and their Worker's Compensation payments during their period of disability, or a period of ninety (90) calendar days from the date of the initial injury, whichever is less. If the employee is unable to return to work after the expiration of ninety (90) calendar days, their department head may request the Common Council to extend those payments for just cause. Payments under this Section shall not be deducted from accumulated sick leave. The provisions of this Article shall not apply to new employees during their initial probationary period.

<u>10.02</u> – Any employee receiving or who has received the difference between their Worker Compensation benefits and their regular salary pursuant to Section 10.01 who recovers damages against a third party arising out of the compensable injury, shall reimburse the City to the extent said damages equal or exceed the payments under Section 10.01. In no event shall the City's recovery under this Section exceed the payments made under Section 10.01.

# <u>ARTICLE XI – SALARIES</u>

<u>11.01</u> – Salaries shall be paid as listed on Appendix "A" on a bi-weekly basis. Appendix "A", in its entirety, is attached hereto and made a part hereof. It is the intent of the parties that a Paramedic shall be paid at a 4.5% premium as compared to the equivalent step for an EMT-B. The parties also recognize and intend for an EMT-A to be paid at a 1.85% premium as compared to the equivalent step as an EMT-B. It is the intent of the parties to provide a 3.75% premium to the current step or top firefighter base for a Fire Mechanic.

# **ARTICLE XII – LONGEVITY**

<u>12.01</u> – Employees shall receive, in addition to their salaries, the following annual amounts which shall be payable bi-weekly on a prorated basis or annually on a separate check:

After eight (8) years of continuous service with the Employer	\$175.50
After twelve (12) years of continuous service with the Employer	\$351.00
After sixteen (16) years of continuous service with the Employer	\$526.50

Employees shall designate prior to the start of the calendar year whether the longevity payment will be paid pro rata or in a lump sum and such designation may not be changed.

<u>12.02</u> – Continuous service shall not include any period of layoff or unpaid leave of absence, except military leave if required by law, where such layoff or leave exceeds thirty (30) consecutive calendar days.

# **ARTICLE XIII – PENSION**

<u>13.01</u> – Employees shall be covered under the State of Wisconsin Retirement Fund in accordance with Subsection 1 of Chapter 40 of the Wisconsin Statutes. Effective January 1, 2015 employees shall pay the full cost of the employee's WRS contribution, which for public safety employees is statutorily defined as one-half of the WRS actuarially required contribution rate for general municipal employees, as adjusted each year by the Department of Employee Trust Funds.

# **ARTICLE XIV – INSURANCE**

- <u>14.01</u> The City will pay ninety percent (90%) of the cost of the lowest cost State Health Insurance Plan offered in Jefferson County toward any offered plan and the employee will pay the balance of the premium for the plan selected.
- <u>14.02</u> Retirees may continue coverage under a group plan in force at that time, at retirees' own expense, providing insurance carrier accepts them, the retiree to pay two (2) months' premium in advance.
- 14.03 For any employee who retires at age 50, or at any time thereafter during the calendar year in which they becomes 50 years of age, the City will establish a health insurance premium account for such employee in an amount equal to \$60.00 per day for each day of accumulated unused sick leave (for firefighting employees \$60.00 for each 12 hours of accumulated sick leave) remaining in such employee's sick leave account as of their date of retirement up to a maximum of seven thousand two hundred dollars (\$7,200.00). Such premium account shall be used only for the purpose of making future payments of premiums toward the City's group health insurance program on behalf of such retired employee, provided such retired employee is a participant in the City's group health insurance program for active employees as provided in Section 14.01 above. Payments of such premiums from said premium account will be on the basis of one-half the premium cost per month and coordinated with the retired employee's own payment for the other half of the premium cost paid two (2) months in advance as provided in Section 14.01 above, until such premium account is deleted, or the retired employee is no longer a participant in the City's group health insurance program for active employees. Any employee who does not retire between age 50 and 58 or at any time thereafter during the calendar year in which they became 58 years of age, shall not be eligible for this health insurance premium account, unless the employee's continued employment is at the request of the City. An employee eligible under this paragraph may to the extent permitted by law, as an alternative to the above-described payment, take a one-time cash payout equal to the amount the City would otherwise designate for the health insurance premium account.

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- <u>14.04</u> The City shall provide term life insurance coverage for each employee in an amount equal to the employee's base annual salary.
- <u>14.05</u> <u>DENTAL INSURANCE</u>. The City agrees to pay ninety percent (90%) of the quoted rate or \$29.31 whichever is less, towards the cost of single or family dental coverage under the plan currently available to City employees.
- <u>14.06</u> The City will implement a Section 125 plan which provides for reimbursement for dependent care and health care expenses as permitted by the Internal Revenue Code. The City will pay the administrative costs for this plan. Employees may elect to reduce their wages by making contributions to the Section 125 plan to the extent permitted by law. At the end of the plan year, any unused funds remaining in the Section 125 plan shall first be used to reimburse the City for the costs associated with administering the Section 125 plan. If any funds remain in the plan after administrative costs are reimbursed, the City will contribute an amount representing that balance to a recognized charity selected by the Union.

# <u>ARTICLE XV – UNIFORM ALLOWANCE</u>

<u>15.01</u> – During the term of the Agreement, the City will provide employees with an eighthundred-dollar (\$800.00) clothing allowance annually to cover all uniform costs other than turn-out gear, helmets, and boots. The allowance will be paid in a separate check on or before February 15th of each year. Newly hired employees will receive a prorated amount. Additionally, the City will provide each New Hire with a badge, patches, name tags, EMS jackets, turn-out gear, helmet, and boots.

New Hire Prorated Ar	<u>nounts</u>
January-February	\$800
March-May	\$600
June-August	\$400
September-December	\$300

# <u>ARTICLE XVI – RESIDENCY REQUIREMENT</u>

<u>16.01</u> – No residency requirements.

# <u>ARTICLE XVII – SENIORITY</u>

- <u>17.01</u> Seniority is defined as the status attained by length of continuous full-time service of an employee in the Fire Department beginning with the latest date of hire.
- <u>17.02</u> New employees shall not attain any seniority until they have completed their probationary period. Following a successful completion of their probationary period, the new employee's seniority shall be retroactive to their date of hire.

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- <u>17.03</u> A new employee shall be on probation for the first one (1) year of their employment. Such status may be lengthened by the Chief or their representative up to an additional six (6) months. New employees may be terminated at any time during their probationary period at the sole discretion of the Chief without recourse to the grievance procedure. Employees promoted to a new position shall serve a one (1) year probationary period in such new position.
- <u>17.04</u> Seniority shall not accrue for any period of layoff or during any period of unpaid leave of absence, except military leave if required by law, where such layoff or leave exceeds thirty (30) consecutive calendar days.
- $\underline{17.05}$  Employees shall lose their seniority and the employment relationship shall be terminated for any of the following reasons:
  - a) Discharge.
  - b) Resignation.
  - c) Retirement.
  - d) Unexcused failure to return to work after the expiration of a leave of absence or period for which Worker's Compensation was paid or failing to report to the Employer of their intent to return to work within ten (10) consecutive calendar days after notice of recall from layoff.
  - i) On layoff for a continuous period of time equivalent to twenty-four (24) calendar months.

# <u>17.06</u> – <u>LATERAL TRANSFERS.</u>

Lateral transfers allow for the opportunity to attract new members in a competitive employment market and simply to attract better candidates that may be interested in joining our organization for mutual benefits.

Lateral transfers will be required to have the same qualifications and follow the same application process as all new hires,

For purposes of this Section, lateral transfers shall be defined as a Firefighter/EMT/Paramedic who have served on another Fire Department with a minimum of at least two (2) years of full-time service.

Lateral transfers shall be evaluated for prior experience to determine pay rate. The Union shall make a recommendation for determination within two (2) business days. Human Resources in consultation with the Fire Chief shall have the final determination for placement on the Local 877 CBA wage scale.

Despite potentially higher pay, lateral transfer members will be placed on the seniority schedule as their date of hire with the City of Watertown, for picking time off and promotion.

Lateral transfers will also utilize their date of hire with the City of Watertown for all retirement and post-retirement benefits.

# ARTICLE XVIII – GRIEVANCE PROCEDURE

- <u>18.01</u> The grievance procedure provided for in this Article shall apply only to grievances involving the interpretation or application of a specific provision of this Agreement. Time limits set forth herein shall be exclusive of Saturdays, Sundays, and holidays. Grievances required to be in writing shall state the specific provision or provisions of this Agreement involved. Suspensions, demotions, and discharges shall be processed under Section 62.13, Wisconsin Statutes.
- <u>18.02</u> Both the Union and the Employer recognize that grievances and complaints shall be settled promptly and at the earliest possible stage, and, therefore, agree that the grievance processes must be initiated within fifteen (15) days of the incident. Any grievances not reported or filed within such fifteen (15) day period shall be invalid. The procedure for the adjustment of the grievance is as follows:
  - <u>Step 1</u> Grievances shall be presented to the Chief in writing. The Chief may confer with the aggrieved employee and the Union before making their determination. Such decision shall be reduced to writing and submitted to the aggrieved employee and the Union within five (5) days of their receipt of the grievance.
  - <u>Step 2</u> The grievance shall be considered settled in Step 1 above unless, within ten (10) days from the date of receipt of the Chief's answer or last date due, the aggrieved employee and the Union shall request in writing to the Mayor that the dispute be submitted to the Finance Committee of the Common Council. The Finance Committee shall confer with the aggrieved employee and the Union before making its decision and shall submit its written decision to the aggrieved employee and the Union within twenty (20) days from receipt of the grievance by the Mayor.
  - <u>Step 3</u> The grievance shall be considered settled in Step 2 above unless, within ten (10) days from the date of receipt of the Finance Committee's decision or last date due, the aggrieved employee and the Union shall notify the Mayor in writing that the matter is to be submitted to arbitration and shall request the Wisconsin Employment Relations Commission to submit a list of five (5) names of arbitrators.
- <u>18.03</u> In selecting the arbitrator, each party shall alternately strike two (2) names from the list submitted by the Wisconsin Employment Relations Commission. The name remaining shall be the arbitrator.

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- <u>18.04</u> Each party shall share equally in the cost of the arbitrator. Each party, however, shall bear its own costs for witnesses and all other out-of-pocket expenses, including possible attorneys' fees.
- <u>18.05</u> Upon completion of review and hearing, the arbitrator shall render a written decision as soon as possible to both the Employer and the Union which shall be final and binding upon both parties. In making their decision, the arbitrator shall neither add to, detract from nor modify the language of this Agreement. The arbitrator shall have no authority to grant wage increases or wage decreases. The arbitrator shall expressly confine themself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue not so submitted to them or to submit observations or declarations of opinion which are not directly essential in reaching the determination.
- <u>**18.06**</u> Time limits provided for in this Article may be extended by mutual consent of the parties.
- <u>18.07</u> The Employer shall allow one (1) Union officer or representative and the grievant, who may be on duty, time to process grievances, including attendance at any meeting or hearing, during the course of the duty day, provided that such officer or representative and the grievant give prior notification of such activity to the Chief or their representative, the amount of time involved is reasonable and such activity does not disrupt the normal operations of the Fire Department.

# **ARTICLE XIX – NO STRIKE**

- <u>19.01</u> The Union agrees not to strike or engage in other concerted activity such as slowdowns, engaging in mass sick calls, or in any other manner impeding the full working efficiency of the Fire Department.
- <u>19.02</u> The Union shall neither cause nor counsel any or all of its members to engage in the acts prohibited in Section 19.01.
- <u>19.03</u> In the event of any strike, slowdown, mass sick call, interruption of work or interference of operations of the Fire Department prohibited in this Article, the Employer shall notify the Union thereof and the Union shall immediately give notice to the employees involved that they are in violation of this Agreement and shall end such activity immediately.

# <u>ARTICLE XX – DUES DEDUCTION</u>

<u>20.01</u> – Membership in the Union is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. The Union shall not exert pressure on or discriminate against an employee as regards such matters. No employee will be denied membership because of race, color, creed or sex and this Article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this Article

whenever the Commission finds that the Union has denied an employee membership because of race, color, creed, or sex.

- <u>20.02</u> The Union will represent all of the employees in the bargaining unit, members and non-members.
- <u>20.03</u> The Employer agrees that it will deduct monthly from the earnings of all employees who are in the bargaining unit the dues certified by the Union, provided, however, that the employees have provided the City a written dues deduction authorization forms authorizing the City to deduct the dues from the employees' paychecks. With respect to new employees, such deduction shall commence with the month immediately following the month such employee completes their probationary period unless such employee becomes a member of the Union prior thereto and in that case such deductions will commence with the month immediately following receipt of notice by the Employer of their Union membership and the written dues deduction authorization form.
- <u>20.04</u> The Employer shall pay any amounts deducted pursuant to Section 20.03 above to the Treasurer of the Union on or before the end of the month in which the deductions are made.
- <u>20.05</u> The Employer shall not be required to submit any amounts to the Union under this Article for employees otherwise covered who are on layoff, leave of absence or other status in which they receive no pay for the pay period normally used by the Employer to make such deductions.
- <u>20.06</u> The Employer shall not be liable to the Union, employee, or any party by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual dues made from employee wages earned. The Union shall defend, indemnify, and save the Employer harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that may arise out of or by reason of action taken by the Employer under this Article.
- <u>20.07</u> In the event the Union violates any of the provisions of Article XIX, the provisions of this Article shall be immediately terminated and no similar provisions or any form of dues deduction provisions shall be effective for the balance of this Agreement.

# **ARTICLE XXI – OUT OF CLASS PAY**

# 21.01 - ACTING OFFICER PAY.

When an employee is assigned by the City as an Acting Lieutenant they shall receive three percent (3%) above their current pay rate for all hours worked in the capacity as Acting Lieutenant. The rate increases are limited to on-duty shift personnel.

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When a Lieutenant is assigned by the City as an Acting Battalion Chief, they shall receive three percent (3%) above their current pay rate for all hours worked in the capacity as Acting Battalion Chief. The rate increases are limited to on-duty shift personnel.

### **21.02** - SELECTION OF ACTING LIEUTENANT.

The City shall select employees to serve as Acting Lieutenant from the list of employees who have passed the most recently administered Lieutenant eligibility examination.

### 21.03 - PRECEPTOR PAY.

The field training of paramedic students will be conducted by preceptors who wish to volunteer for this duty. If no members of the Watertown Fire Fighters Local 877 wish to volunteer for this duty someone will be chosen and paid accordingly.

Preceptor pay for instructing paramedic students on the ambulance shall be paid at a rate of two dollars (\$2.00) per hour.

This rate shall be divided evenly between the members assigned to the ambulance for the time period of the paramedic student ride time.

In the event of a capstone student, a qualified approved capstone instructor shall be assigned as the preceptor for the shift and will receive the full preceptor pay.

### **ARTICLE XXII – TUITION REIMBURSEMENT**

<u>22.01</u> – The City will reimburse up to twenty-five percent (25%) of the cost of tuition (but in any event no more than five hundred dollars (\$500.00) per year for any fire related or other educational courses as approved by the Fire Chief. The decision to approve or disapprove a course for tuition eligibility shall not be subject to the grievance procedure.

### ARTICLE XXIII – SUBSTANCE ABUSE

<u>23.01</u> – The parties agree that the Agreement may be reopened at any time after the first year by the City for purposes of negotiating the terms and conditions of a substance abuse policy. The Association agrees that random drug testing will be a component and that it will not object to the inclusion of random drug testing as a component of the final plan.

### <u>ARTICLE XXIV – AMENDMENTS AND SAVINGS CLAUSE</u>

<u>24.01</u> – This Agreement may not be amended, altered, or added to, except by the mutual consent of the parties in writing.

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<u>24.02</u> – If any article of this Agreement or any addenda thereto should be held invalid by operation of law or any tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and negotiations on the same subject matter shall be instituted to adjust such article.

### **ARTICLE XXV – DURATION**

<u>25.01</u> – This Agreement shall be effective on January 1, 2024 and shall remain in full force and effect to and including December 31, 2025 and shall be automatically renewed from year to year unless the party desiring to open negotiations submits in writing a request to negotiate said Agreement on or before July 1, 2025. Such notice shall specify to the other party the provisions of this Agreement that will be renegotiated.

Dated this day of	, 202
LOCAL 877, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS AFL-CIO-CLC	CITY OF WATERTOWN

### **APPENDIX "A"**

# CITY OF WATERTOWN AND LOCAL 877 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS AFL-CIO-CLC

### FIREFIGHTER WAGE RATES

	Firefight	er/EMT-B	Effecti	ve January	1, 2024	
	Yearly S	alary	56-Ho	ur Rate	40-Hour Rate	
FF Starting	\$	53,695.95	\$	18.44	\$	25.82
Year 1	\$	55,844.25	\$	19.18	\$	26.85
Year 2	\$	58,077.60	\$	19.94	\$	27.92
Year 3	\$	60,979.80	\$	20.94	\$	29.32
Year 4	\$	68,818.05	\$	23.63	\$	33.09
Year 6	\$	69,850.20	\$	23.99	\$	33.58
Year 8	\$	73,725.75	\$	25.32	\$	35.45
LT. Starting	\$	74,839.63	\$	25.70	\$	35.98
Year 1	\$	75,962.09	\$	26.09	\$	36.52
Year 3	\$	80,176.75	\$	27.53	\$	38.55

	Firefi	ghter/EMT-E	8 Effe	ctive June 1,	2024	
	Yearly	Salary	56-Ho	ur Rate	40-Hour Rat	:e
FF Starting	\$	56,880.75	\$	19.53	\$	27.35
Year 1	\$	59,136.46	\$	20.31	\$	28.43
Year 2	\$	61,481.48	\$	21.11	\$	29.56
Year 3	\$	64,528.79	\$	22.16	\$	31.02
Year 4	\$	72,758.95	\$	24.99	\$	34.98
Year 6	\$	73,842.71	\$	25.36	\$	35.50
Year 8	\$	77,912.04	\$	26.76	\$	37.46
LT. Starting	\$	79,081.61	\$	27.16	\$	38.02
Year 1	\$	80,260.20	\$	27.56	\$	38.59
Year 3	\$	84,685.59	\$	29.08	\$	40.71

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Firefighter/EMT-B Effective January 1, 2025							
	Yearly S	Salary	56-Hour	Rate	40-Hour Rate		
FF Starting	\$	59,724.78	\$	20.51	\$	28.71	
Year 1	\$	62,093.29	\$	21.32	\$	29.85	
Year 2	\$	64,555.55	\$	22.17	\$	31.04	
Year 3	\$	67,755.23	\$	23.27	\$	32.57	
Year 4	\$	76,396.90	\$	26.24	\$	36.73	
Year 6	\$	77,534.85	\$	26.63	\$	37.28	
Year 8	\$	81,807.64	\$	28.09	\$	39.33	
LT. Starting	\$	83,035.69	\$	28.52	\$	39.92	
Year 1	\$	84,273.21	\$	28.94	\$	40.52	
Year 3	\$	88,919.87	\$	30.54	\$	42.75	

	Firefighter/	/EMT-B Eff	ective D	ecember	31, 2025	
	Yearly Sa	ılary	56-Hour	Rate	40-Hour Rate	
FF Starting	\$	59,724.78	\$	20.51	\$	28.71
Year 1	\$	62,093.29	\$	21.32	\$	29.85
Year 2	\$	64,555.55	\$	22.17	\$	31.04
Year 3	\$	67,755.23	\$	23.27	\$	32.57
Year 4	\$	76,396.90	\$	26.24	\$	36.73
Year 6	\$	77,534.85	\$	26.63	\$	37.28
Year 7	\$	81,807.64	\$	28.09	\$	39.33
LT. Starting	\$	83,035.69	\$	28.52	\$	39.92
Year 1	\$	84,273.21	\$	28.94	\$	40.52
Year 3	\$	88,919.87	\$	30.54	\$	42.75

	Firefighter/	/Paramedi	c Effective	e Januar	y 1, 2024	
	Yearly Sa	lary	56-Hour Ra	te	40-Hour Rate	
FF Starting	\$	56,112.00	\$	19.27	\$	26.98
Year 1	\$	58,356.90	\$	20.04	\$	28.06
Year 2	\$	60,691.05	\$	20.84	\$	29.18
Year 3	\$	63,723.45	\$	21.88	\$	30.64
Year 4	\$	71,914.50	\$	24.70	\$	34.57
Year 6	\$	72,993.90	\$	25.07	\$	35.09
Year 8	\$	77,043.75	\$	26.46	\$	37.04
LT. Starting	\$	78,207.59	\$	26.86	\$	37.60
Year 1	\$	79,380.55	\$	27.26	\$	38.16
Year 3	\$	83,784.91	\$	28.77	\$	40.28

Firefighter/Paramedic Effective June 1, 2024						
	Yearly S	alary	56-Hou	ır Rate	40-Hour Rate	
FF Starting	\$	59,417.60	\$	20.40	\$	28.57
Year 1	\$	61,774.75	\$	21.21	\$	29.70
Year 2	\$	64,225.60	\$	22.06	\$	30.88
Year 3	\$	67,409.62	\$	23.15	\$	32.41
Year 4	\$	76,010.23	\$	26.10	\$	36.54
Year 6	\$	77,143.60	\$	26.49	\$	37.09
Year 8	\$	81,395.94	\$	27.95	\$	39.13
LT. Starting	\$	82,617.97	\$	28.37	\$	39.72
Year 1	\$	83,849.58	\$	28.79	\$	40.31
Year 3	\$	88,474.16	\$	30.38	\$	42.54

	Firefighter	Firefighter/Paramedic Effective January 1, 2025						
	Yearly S	alary	56-Ho	ır Rate	40-Hour Rate			
FF Starting	\$	62,388.48	\$	21.42	\$	29.99		
Year 1	\$	64,863.48	\$	22.27	\$	31.18		
Year 2	\$	67,436.88	\$	23.16	\$	32.42		
Year 3	\$	70,780.10	\$	24.31	\$	34.03		
Year 4	\$	79,810.74	\$	27.41	\$	38.37		
Year 6	\$	81,000.77	\$	27.82	\$	38.94		
Year 8	\$	85,465.73	\$	29.35	\$	41.09		
LT. Starting	\$	86,748.87	\$	29.79	\$	41.71		
Year 1	\$	88,042.06	\$	30.23	\$	42.33		
Year 3	\$	92,897.86	\$	31.90	\$	44.66		

	Firefighter/Paramedic Effective December 31, 2025						
	Yearly Sal	ary	56-Hour F	Rate	40-Hour Rate		
FF Starting	\$	62,388.48	\$	21.42	\$	29.99	
Year 1	\$	64,863.48	\$	22.27	\$	31.18	
Year 2	\$	67,436.88	\$	23.16	\$	32.42	
Year 3	\$	70,780.10	\$	24.31	\$	34.03	
Year 4	\$	79,810.74	\$	27.41	\$	38.37	
Year 6	\$	81,000.77	\$	27.82	\$	38.94	
Year 7	\$	85,465.73	\$	29.35	\$	41.09	
LT. Starting	\$	86,748.87	\$	29.79	\$	41.71	
Year 1	\$	88,042.06	\$	30.23	\$	42.33	
Year 3	\$	92,897.86	\$	31.90	\$	44.66	

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# RESOLUTION TO APPROVE STATE MUNICIPAL FINANCIAL AGREEMENT REVISION #2 FOR RECONSTRUCTION OF COLE MEMORIAL BRIDGE

SPONSOR: MAYOR MCFARLAND FROM: FINANCE COMMITTEE

WHEREAS, The State of Wisconsin and the City of Watertown are currently under a signed State/Municipal Financial Agreement (SMFA) for the reconstruction of the Cole Memorial Bridge (Main Street Bridge) for work to commence in 2024; and,

**WHEREAS**, the State of Wisconsin is seeking an additional State/Municipal Financial Agreement for the reconstruction of the Cole Memorial Bridge (Main Street Bridge) regarding the inclusion of necessary structural design and bid document preparation work for building stabilization work at 2 E. Main Street; and,

**WHEREAS**, the State of Wisconsin has also included language in the revised SMFA pertaining to award and completion dates of said building stabilization work; and,

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

That the proper City Officials are hereby authorized to approve the State/Municipal Financial Agreement (SMFA) for the reconstruction of the Cole Memorial (Main Street Bridge) for work to commence in 2024.

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

	YES	NO	
DAVIS			ADOPTED <u>December 19, 2023</u>
LAMPE			
BOARD			
BARTZ			CITY CLERK
BLANKE			
SMITH			APPROVEDDecember 19, 2023
SCHMID			
WETZEL			
MOLDENHAUER			MAYOR
MAYOR MCFARLAND			
TOTAL			

### RESOLUTION TO ENTER INTO A LEASE FOR AN AIRPORT HANGAR LOCATED AT 1748 RIVER DIVE, PIN: 291-0815-0931-001

# SPONSOR: MAYOR EMILY MCFARLAND FROM: PLAN COMMISSION

**WHEREAS**, the Airport Commission has approved the lease of the hangar located at 1748 River Drive, PIN: 291-0815-0931-001 and,

**WHEREAS**, the existing hangar is available for lease; and,

WHEREAS, the leasing of this hangar is in the best interest of the city; and,

WHEREAS, the Plan Commission approved the lease of this hangar.

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

The proper City Officials be and are hereby authorized to enter into the lease for the hangar located at 1748 River Drive, PIN: 291-0815-0931-001 a copy of which is attached hereto as Exhibit A.

	YES	NO	
DAVIS			ADOPTED <u>December 19, 2023</u>
LAMPE			
BOARD			
BARTZ			CITY CLERK
BLANKE			
SMITH			APPROVEDDecember 19, 2023
SCHMID			
WETZEL			
MOLDENHAUER			MAYOR
MAYOR MCFARLAND			
TOTAL			

### AIRPORT HANGAR LEASE

This Agreement, made and entered into as of <u>Mol., www.</u> by and between the City of Watertown, Wisconsin, a Wisconsin Municipal Corporation, hereinafter called the, "Lessor," and <u>EAA Chapter 320</u> whose hangar address is <u>1748 River Drive</u>, hereinafter called the "Lessee(s)."

WHEREAS, the Lessor owns and operates an airport known as the Watertown Municipal Airport (hereinafter the "Airport") and Lessee is desirous of leasing from the Lessor a certain parcel of land, as improved, at the Airport, hereinafter more fully described, for the purpose of aircraft and aviation related equipment storage; and,

WHEREAS, the Lessee will use the below described property for the purpose of storing aircraft and aviation related equipment and shall conduct only such aircraft maintenance, storage and similar activities as related to its own aircraft and as performed by the Lessee or by regular, lawfully, pay-rolled employees of the Lessee, or bona fide contractors retained or hired by Lessee;

**NOW, THEREFORE,** for and in consideration of the rental charges, covenants and agreements herein contained, the sufficiency of foresaid consideration being deemed acceptable by the parties hereto, the Lessee does hereby lease from the Lessor the following premises, rights, and easements on and to the Airport upon the following terms and conditions.

- 1. **Property Description:** Consisting of land area of <u>64</u> feet by 84 feet totaling <u>5,376</u> square feet located at the Airport, hereinafter called the "premises."
- 2. Hangar Construction: The Lessee shall have the right to erect, maintain and alter buildings or structures upon the premises provided such buildings or structures conform to the building code requirements of the Wisconsin Department of Commerce and pertinent provisions of any local ordinance then-in effect. All plans for such buildings or structures shall be reviewed and approved in writing by the Lessor or Lessor's agent or representative, prior to construction or modification.
- 3. Term: The term of this lease shall commence on NN 223 and continue for twenty (20) years from said date. This agreement shall be reevaluated by the Lessor within said term no sooner, nor later, than, five (5) years following the commencement date and every five (5) years thereafter on the same day/month and rents shall be adjusted accordingly.
- 4. Rent: The Lessee agrees to pay to the Lessor for the use of the premises; rights and easements herein described a yearly rental of eleven cents (\$0.11) per square foot for the land leased, for the total annual charge payable on or before January 31st of each year during the term of this Lease. Failure on the part of the Lessee to pay the rent hereunder within thirty (30) days after the same shall become due, shall authorize the Lessor to provide written notice thereof issued to Lessee's last known or reasonably ascertainable post office address consistent with the terms of Paragraph 16 hereof. It is understood and agreed that the rental rate specified shall be subject to readjustment at the end of each five (5) years of this Lease, provided that any readjustment of rates shall be reasonable and applicable to all Ground Leases in good and active, binding standing with the Airport. Lessee shall have the right to terminate Lease upon written notice issued hereunder within fifteen (15) days of the effective date of any readjustment of rates under this Paragraph.
- 5. Non-Exclusive Use: The Lessee shall have the right to the non-exclusive use, in common with others, of the airport parking areas, appurtenances and improvements; the right to install, operate, maintain and store, subject to the approval of the Lessor in the interest of safety and convenience of all concerned, all equipment necessary for the safe hangaring of the Lessee's aircraft; the right of ingress.

to and egress from the premises, which shall also extend to Lessee's employees, guests and patrons; the right, in common with others authorized to do so, to use common areas of the airport, including runways, taxiways, aprons, roadways, and other conveniences for the take-off, flying and landing of aircraft.

- 6. Storage and Use: Lessee shall have the right to store aircraft on the premises; however, Lessee shall not engage in any other business or operations without the express written consent of the Lessor. Lessee understands that a violation of this paragraph is a material default and breach of this Lease which gives the Landlord the rights set forth in Paragraph 16. Both light and heavy maintenance of Lessee's aircraft or related equipment, including operation of a workshop for same, and any other uses incidental or related to such aircraft, may be performed on the premises, but not on a for-hire or any similar basis. Lessee agrees that Lessee shall use the premises for no other purposes without first obtaining the express written approval of the Lessor.
- 7. Fuel Storage and Hazardous Materials: Lessee shall not store or maintain on the leased premises any fuels, or other hazardous materials, and agrees not to dispose of same on the airport premises. Lessee is permitted, however, to store lube oil, cleaning solvents, and paints in approved, closed containers. The Lessor may, in its sole discretion, prohibit or impose restrictions on the storage of said material if, in the Lessor's exclusive opinion, the storage is deemable a safety hazard. Disposing of any petroleum or similar products on or about any portion near or about the premises shall be cause for immediate termination of the lease at Lessor's discretion with all rights accruing in favor of Lessor pursuant to Paragraph 16.
- 8. Laws and Regulations: The Lessee agrees to observe and obey during the term of this Lease all laws, ordinances, rules and regulations promulgated and enforced by the Lessor, and by other proper authority having jurisdiction over the conduct of operations at the Airport. Lessee shall not use the premises for any unlawful purpose in direct or apparent violation of any local, state, or federal statute or ordinance, or of any similar regulation, order, or directive of any governmental agency or interest.
- 9. Quiet Enjoyment: The Lessor covenants that upon paying the rent and performing the covenants and conditions herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the leased premises for the term of this Lease. Lessee agrees that temporary inconveniences such as noise, disturbances, traffic detours and the like, caused by or associated with the construction of premises or Airport improvements or similar related airport or aviation-related activities shall not constitute a breach of quiet enjoyment of the leased premises.
- 10. Hold Harmless: Lessee shall exonerate, save harmless, protect and indemnify the Lessor and its agents, employees, representatives and assigns from and against any and all losses, damages, claims, suits or actions, judgments and costs which may arise or grow out of any injury to or death of person or damage to property arising out of and attributable to the negligence or act, or omission of, or use by Lessee, his, her or its agents, servants, employees, trespassers or guests of the leased premises. Lessee also agrees that it will not hold the City of Watertown or any of its agents, employees, or officials responsible for any loss occasioned by fire, theft, rain, windstorm, hail or from any other act of God or similar cause, whether that cause be the direct, indirect, or merely a contributing factor in producing of the loss to any airplane, automobile, personal property, parts or surplus that may be located or stored in, near or about the hangars, offices, aprons, field, or any other location at the Airport. Lessee further agrees that aircraft and aircraft contents are to be stored at Lessee's risk. Further, Lessee agrees to indemnify Lessor, its agents, officers, representatives, and employees, against all liability of any nature arising directly or indirectly out of the activities of Lessee, his, her or

- its agents, servants, employees, trespassers or guests under this lease or by reasons of any act or omission of those persons.
- 11. Insurance: The Lessee agrees that there shall be on deposit with the Lessor a certifiable policy of liability insurance bearing minimum policy limits and coverage types in full conformity with the attached, "Appendix 1." The policy shall be issued by a company licensed to do business in Wisconsin. The policy shall name the City of Watertown as an additional insured and provide for a
- minimum of ten (10) days prior written notice to the City of Watertown in the event of cancellation. The Lessee shall provide the City of Watertown with a Certificate of Insurance consistent with demonstrating the requirements herein stated. The cancellation or other termination of any insurance policy issued in compliance with this section shall automatically terminate the lease, unless another policy has been filed and approved pursuant to this section and shall be in effect at the time of such cancellation or termination.
- 12. Maintenance of Buildings: The Lessee will maintain the structures occupied by them and the surrounding land premises in good order and make such repairs as necessary. The Lessee shall control weeds and landscaping near, about or around the building to the extent the presence of such weeds and landscaping could not be reasonably construed to be determined deleterious to the value of the other improvements at the Airport or the common or exclusive real estate portions or elements of the Airport, itself. In the event of fire or any other casualty to structures owned by the Lessee, the Lessee shall either repair or replace the building or remove the damaged building and restore the leased area to its original condition; such action must be accomplished within one hundred, twenty (120) days of the date the damage. Upon petition by the Lessee, the Lessor may grant an extension of time if it appears such extension is warranted. Lessee further agrees not to deposit any trash, garbage, or similar refuse on any part of the premises. In the event Lessee fails to comply with this paragraph, the Lessor may notify the Lessee in writing that such maintenance, cleaning, repair or replacement shall be done, and in the event that Lessee fails to correct the condition within fifteen (15) days of the Lessor's written notice, the Lessor may enter the premises of the Lessee and provide the necessary custodial service and bill the Lessee for the expense thereof. Lessee agrees that any failure to comply with the foregoing shall, in the sole and exclusive discretion of the Lessor, be cause for immediate termination of the lease with all rights accruing in favor of the Lessor pursuant to Paragraph 16.
- 13. Right to Inspect: The Lessor reserves the right to request entrance and access to, in and about the premises, which request will not be unreasonably withheld, at any reasonable time for the purpose of making any inspection, maintenance, repair, showing or any other reasonably-related airport function it may deem expedient to the proper enforcement or execution of any of the covenants or conditions of this agreement. A current key will be issued to the Lessor for any purpose hereunder.
- 14. Taxes: The Lessee shall pay all taxes or assessments that may be levied against the personal property of the Lessee or the buildings which the Lessee may erect on lands exclusively to them. Any failure in the foregoing on the part of the Lessee shall be considered a material breach hereunder. Time shall be of the essence with respect to compliance with this section with the due date designated by taxing authorities being controlling to determining the Lessee's compliance.
- 15. Signs: No signs, postings or advertising matter may be erected, mounted or similarly located at, on or about the premises without the express, written consent of the Lessor. The Lessee shall display the address assigned to the hangar prominently and conspicuously upon the hangar exterior with lettering the minimum of 3 inches and a maximum of 5 inches.

- 16. Default: The Lessee shall be deemed in default upon:
  - a) Failure to pay rent within thirty (30) days after due date;
  - b) The filing of a petition under the Federal Bankruptcy Act or any amendment thereto including a petition for reorganization or an arrangement;
  - c) The commencement of a proceeding for dissolution or for the appointment of a receiver;
  - d) The making of an assignment for the benefit of creditors;
  - e) Violation of any restrictions, conditions, provisions contained in this lease, or failure to keep any of its covenants after written notice to cease such violation and failure to correct such violation within thirty (30) days.

In the event of a default, except for the payment of rent, the Lessor shall give written notice of the nature of the default to the Lessee issued to Lessee's last known or reasonably ascertainable post office address. The Lessee shall have thirty (30) days from the date of said notice to cure any Default if so allowed under any applicable or controlling provision hereunder. Failure to timely pay rent shall constitute a Default without further required notice except as required under Wisconsin state statutes or governing Wisconsin Administrative Code. Default as defined under this paragraph, shall authorize the Lessor, at its sole and exclusive option, to declare this lease void, cancel the same, and re-enter and take possession of the premises. In any litigation to enforce the terms of this lease, the Lessor may recover all costs, damages and expenses suffered by Lessor by reason of Lessee's default, including attorney fees to the extent permitted by law. As an alternative, Lessor may elect to cure any default and add the cost attributable to such cure to Lessee's rent and recover the same upon the successive collection of rent, and, in case of failure to so recover such amounts, said amounts shall be additional damages recoverable by the Lessor in suit to enforce or make any form of recovery under this lease.

- 17. Title: Title to the building or associated improvements erected, modified or maintained by the Lessee shall remain with the Lessee and shall be transferable pending written approval by the Lessor. Upon termination of this lease, the Lessee may, at the sole and exclusive option of the Lessor, remove the buildings, equipment, and property, and restore the leased property to its original, pre-lease condition.
- 18. Return of Possession: At the termination of this Lease, Lessee shall surrender peaceable possession of the property to Lessor in as good of condition as when Lessee entered into this agreement, reasonable wear and tear being excepted.
- 19. Option to Renew: Lessor does hereby grant unto Lessee the right and option to renew and extend the term of this lease for two (2) additional period(s) of ten (10) years each. Such renewal and extension shall be on like covenants, agreements, terms, provisions, and conditions as are contained herein, except that the Rent shall be adjusted as set forth in Paragraph 4 of this lease. Lessee shall provide written notice to Lessor of Lessee's exercise of this option to renew not later than one hundred twenty (120) days prior to the expiration of any term under this lease.
- 20. Snow Removal: The Lessor agrees to provide snow removal services to the Lessee's leased premises as reasonably possible in, near and about the premises-hangar area, except within five (5) feet of hangar door(s) or exterior walls or impediments as reasonably possible. Snow removal shall be accomplished only after all runways, apron, and primary taxiways have been first cleared.
- 21. Risk of Operation: Lessee shall take possession of the premises subject to the known and unknown but reasonably inferable hazards of operating, maintaining, and storing an aircraft and shall assume.

- all risks of accidents to agents, employees, guests, trespassers and self in the pursuit of said uses detailed first written and detailed above. Further, Lessee agrees that Lessor shall in no way be liable for any damage or loss due to any reason other than those set forth in this lease or by virtue of a reckless or negligent act by the Lessor.
- **22.** Lease Transfer: The Lessee may not, at any time during the time of this lease, assign or transfer this agreement or any interest contained therein, without the express, written consent of the Lessor.
- 23. City of Watertown Not Responsible for Acts or Omissions of Third Parties: The City of Watertown shall not be responsible or liable to Lessee or any Lessee agents, employees, guests or trespassers for any loss or damage that may be occasioned by or through either the acts or omissions of persons occupying any part of the hangar(s) adjacent to the premises, or tenants in any other part of the hangar or improvements on, near or about the premises under any subleases or similar arrangements then-in effect. Nothing shall preclude Lessee from bringing any action necessary to obtain damages from third parties on the premises if damages are incurred by the Lessee as a result of the actions of such third parties.
- 24. Airport Development: The Lessor reserves the right, in its sole and exclusive discretion, to further develop or improve the Airport as it sees fit without interference or hindrance. If the development or improvement of the Airport requires the relocation of the Lessee, the Lessor agrees to provide a compatible and comparable location and agrees to relocate all buildings or provide similar facilities for the Lessee at no cost to the Lessee.
- **25. Cumulative Right:** The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law or specifically identified as such hereunder.
- 26. Subordination Clause: This Lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States and/or the State of Wisconsin relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a
- condition precedent to the expenditure of federal or state funds for the development of the Airport. Furthermore, this Lease may be amended to include provisions required by those agreements with the United States or the State of Wisconsin.
- 27. No Agency or Partnership: Nothing in this Lease shall be construed to create any type of partnership, agency or any other type of relationship between the parties other than a "landlord/tenant" relationship.
- 28. Entire Agreement/Amendment: This Lease contains the entire agreement of the parties and there are no other promises, obligations, covenants or conditions in or a part of any other agreement whether oral or written. This Lease may be modified or amended in writing if said writing is signed by each party bound hereunder.
- 29. Severability: If any portion of this Lease shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and remain in full force and effect. If a court of competent personal and subject matter jurisdiction finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provisions it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforceable as so limited and done so in the manner most harmonizing to the balance of the agreement.
- **30. Arbitration:** Any controversy or claim arising out of or relating to this Lease or any alleged breach thereof, which cannot be settled between the parties, may be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the dispute rendered by the arbitrator(s) shall be final and binding on the parties.

31. Representations: Each party hereto represents that it has validly entered into this Agreement and has the legal authority to do so in binding fashion. IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day of \_\_\_\_\_\_, 20\_\_\_\_\_ in the City of Watertown, Jefferson County, Wisconsin. LESSOR: CITY OF WATERTOWN LESSEE: By: Mayor Attest: \_\_\_\_ City Clerk Lessee address for communications pursuant to Agreement: 1748 RIVER DR. WATERTOWN, W/ 53094 STATE OF WISCONSIN ) 55. **COUNTY OF JEFFERSON** Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_, Emily McFarland and Megan who acknowledged that they were Mayor and City Clerk, respectively of the City of Watertown and that they, as such Mayor and City Clerk, being authorized to do so, executed the foregoing instrument consisting of \_\_\_\_ typewritten pages on the City's behalf. Notary Public, State of Wisconsin My commission expires \_\_\_\_\_\_, 20\_\_\_\_ STATE OF WISCONSIN ) ) 55. COUNTY OF JEFFERSON ) Personally appeared before me this 8th day of November, 2023 ERIC WEGNER, who acknowledged that they are said PRESIDENT of EAA Chapter 320 and that they, as such ERIC WEGNER being authorized to do so, executed the foregoing instrument on EAA CHAPTER 320's behalf. Notary Public, State of Wisconsin LINDA MARIE KUKLINSKI

My commission expires \_\_\_\_\_\_9/20 , 2026

Notary Public State of Wisconsin

### RESOLUTION TO ENTER INTO A LEASE FOR AN AIRPORT HANGAR LOCATED AT 1753-A RIVER DIVE, PIN: 291-0815-0931-001

# SPONSOR: MAYOR EMILY MCFARLAND FROM: PLAN COMMISSION

**WHEREAS**, the Airport Commission has approved the lease of the hangar located at 1753-A River Drive, PIN: 291-0815-0931-001 and,

**WHEREAS**, the existing hangar is available for lease; and,

WHEREAS, the leasing of this hangar is in the best interest of the city; and,

WHEREAS, the Plan Commission approved the lease of this hangar.

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

The proper City Officials be and are hereby authorized to enter into the lease for the hangar located at 1753-A River Drive, PIN: 291-0815-0931-001 a copy of which is attached hereto as Exhibit A.

	YES	NO	
DAVIS			ADOPTED <u>December 19, 2023</u>
LAMPE			
BOARD			
BARTZ			CITY CLERK
BLANKE			
SMITH			APPROVED <u>December 19, 2023</u>
SCHMID			
WETZEL			
MOLDENHAUER			MAYOR
MAYOR MCFARLAND			
TOTAL			

### AIRPORT HANGAR LEASE

This Agreement, made and entered into as of <u>October 01st</u>, 2023 by and between the City of Watertown, Wisconsin, a Wisconsin Municipal Corporation, hereinafter called the, "Lessor," and <u>Paul Gardetto</u>, whose hangar address is <u>1753-A River Dr.</u>, Watertown, WI, 53094, hereinafter called the "Lessee(s)."

WHEREAS, the Lessor owns and operates an airport known as the Watertown Municipal Airport (hereinafter the "Airport") and Lessee is desirous of leasing from the Lessor a certain parcel of land, as improved, at the Airport, hereinafter more fully described, for the purpose of aircraft and aviation related equipment storage; and,

WHEREAS, the Lessee will use the below described property for the purpose of storing aircraft and aviation related equipment and shall conduct only such aircraft maintenance, storage and similar activities as related to its own aircraft and as performed by the Lessee or by regular, lawfully, pay-rolled employees of the Lessee, or bona fide contractors retained or hired by Lessee;

**NOW, THEREFORE,** for and in consideration of the rental charges, covenants and agreements herein contained, the sufficiency of foresaid consideration being deemed acceptable by the parties hereto, the Lessee does hereby lease from the Lessor the following premises, rights, and easements on and to the Airport upon the following terms and conditions.

- Property Description: Hangar No. <u>D21</u>, consisting of land area of <u>42</u> feet by <u>34</u> feet totaling <u>1,428</u> square feet located at the Airport, hereinafter called the "premises."
- 2. Hangar Construction: The Lessee shall have the right to erect, maintain and alter buildings or structures upon the premises provided such buildings or structures conform to the building code requirements of the Wisconsin Department of Commerce and pertinent provisions of any local ordinance then-in effect. All plans for such buildings or structures shall be reviewed and approved in writing by the Lessor or Lessor's agent or representative, prior to construction or modification.
- 3. Term: The term of this lease shall commence on <u>01/01/22</u> and continue for twenty (20) years from said date. This agreement shall be reevaluated by the Lessor within said term no sooner, nor later, than, five (5) years following the commencement date and every five (5) years thereafter on the same day/month and rents shall be adjusted accordingly.
- 4. Rent: The Lessee agrees to pay to the Lessor for the use of the premises; rights and easements herein described a yearly rental of \$.11 cents (\$0.11) per square foot for the land leased, for the total annual charge payable on or before January 31<sup>st</sup> of each year during the term of this Lease. Failure on the part of the Lessee to pay the rent hereunder within thirty (30) days after the same shall become due, shall authorize the Lessor to provide written notice thereof issued to Lessee's last known or reasonably ascertainable post office address consistent with the terms of Paragraph 16 hereof. It is understood and agreed that the rental rate specified shall be subject to readjustment at the end of each five (5) years of this Lease, provided that any readjustment of rates shall be reasonable and applicable to all Ground Leases in good and active, binding standing with the Airport. Lessee shall have the right to terminate Lease upon written notice issued hereunder within fifteen (15) days of the effective date of any readjustment of rates under this Paragraph.
- 5. Non-Exclusive Use: The Lessee shall have the right to the non-exclusive use, in common with others, of the airport parking areas, appurtenances and improvements; the right to install, operate, maintain and store, subject to the approval of the Lessor in the interest of safety and convenience of all concerned, all equipment necessary for the safe hangaring of the Lessee's aircraft; the right of ingress to and egress from the premises, which shall also extend to Lessee's employees, guests and patrons;

- the right, in common with others authorized to do so, to use common areas of the airport, including runways, taxiways, aprons, roadways, and other conveniences for the take-off, flying and landing of aircraft.
- 6. Storage and Use: Lessee shall have the right to store aircraft on the premises; however, Lessee shall not engage in any other business or operations without the express written consent of the Lessor. Lessee understands that a violation of this paragraph is a material default and breach of this Lease which gives the Landlord the rights set forth in Paragraph 16. Both light and heavy maintenance of Lessee's aircraft or related equipment, including operation of a workshop for same, and any other uses incidental or related to such aircraft, may be performed on the premises, but not on a for-hire or any similar basis. Lessee agrees that Lessee shall use the premises for no other purposes without first obtaining the express written approval of the Lessor.
- 7. Fuel Storage and Hazardous Materials: Lessee shall not store or maintain on the leased premises any fuels, or other hazardous materials, and agrees not to dispose of same on the airport premises. Lessee is permitted, however, to store lube oil, cleaning solvents, and paints in approved, closed containers. The Lessor may, in its sole discretion, prohibit or impose restrictions on the storage of said material if, in the Lessor's exclusive opinion, the storage is deemable a safety hazard. Disposing of any petroleum or similar products on or about any portion near or about the premises shall be cause for immediate termination of the lease at Lessor's discretion with all rights accruing in favor of Lessor pursuant to Paragraph 16.
- 8. Laws and Regulations: The Lessee agrees to observe and obey during the term of this Lease all laws, ordinances, rules and regulations promulgated and enforced by the Lessor, and by other proper authority having jurisdiction over the conduct of operations at the Airport. Lessee shall not use the premises for any unlawful purpose in direct or apparent violation of any local, state, or federal statute or ordinance, or of any similar regulation, order, or directive of any governmental agency or interest.
- 9. Quiet Enjoyment: The Lessor covenants that upon paying the rent and performing the covenants and conditions herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the leased premises for the term of this Lease. Lessee agrees that temporary inconveniences such as noise, disturbances, traffic detours and the like, caused by or associated with the construction of premises or Airport improvements or similar related airport or aviation-related activities shall not constitute a breach of quiet enjoyment of the leased premises.
- 10. Hold Harmless: Lessee shall exonerate, save harmless, protect and indemnify the Lessor and its agents, employees, representatives and assigns from and against any and all losses, damages, claims, suits or actions, judgments and costs which may arise or grow out of any injury to or death of person or damage to property arising out of and attributable to the negligence or act, or omission of, or use by Lessee, his, her or its agents, servants, employees, trespassers or guests of the leased premises. Lessee also agrees that it will not hold the City of Watertown or any of its agents, employees, or officials responsible for any loss occasioned by fire, theft, rain, windstorm, hail or from any other act of God or similar cause, whether that cause be the direct, indirect, or merely a contributing factor in producing of the loss to any airplane, automobile, personal property, parts or surplus that may be located or stored in, near or about the hangars, offices, aprons, field, or any other location at the Airport. Lessee further agrees that aircraft and aircraft contents are to be stored at Lessee's risk. Further, Lessee agrees to indemnify Lessor, its agents, officers, representatives, and employees; against all liability of any nature arising directly or indirectly out of the activities of Lessee, his, her or

- its agents, servants, employees, trespassers or guests under this lease or by reasons of any act or omission of those persons.
- 11. Insurance: The Lessee agrees that there shall be on deposit with the Lessor a certifiable policy of liability insurance bearing minimum policy limits and coverage types in full conformity with the attached, "Appendix 1." The policy shall be issued by a company licensed to do business in Wisconsin. The policy shall name the City of Watertown as an additional insured and provide for a minimum of ten (10) days prior written notice to the City of Watertown in the event of cancellation. The Lessee shall provide the City of Watertown with a Certificate of Insurance consistent with demonstrating the requirements herein stated. The cancellation or other termination of any insurance policy issued in compliance with this section shall automatically terminate the lease, unless another policy has been filed and approved pursuant to this section and shall be in effect at the time of such cancellation or termination.
- 12. Maintenance of Buildings: The Lessee will maintain the structures occupied by them and the surrounding land premises in good order and make such repairs as necessary. The Lessee shall control weeds and landscaping near, about or around the building to the extent the presence of such weeds and landscaping could not be reasonably construed to be determined deleterious to the value of the other improvements at the Airport or the common or exclusive real estate portions or elements of the Airport, itself. In the event of fire or any other casualty to structures owned by the Lessee, the Lessee shall either repair or replace the building or remove the damaged building and restore the leased area to its original condition; such action must be accomplished within one hundred, twenty (120) days of the date the damage. Upon petition by the Lessee, the Lessor may grant an extension of time if it appears such extension is warranted. Lessee further agrees not to deposit any trash, garbage, or similar refuse on any part of the premises. In the event Lessee fails to comply with this paragraph, the Lessor may notify the Lessee in writing that such maintenance, cleaning, repair or replacement shall be done, and in the event that Lessee fails to correct the condition within fifteen (15) days of the Lessor's written notice, the Lessor may enter the premises of the Lessee and provide the necessary custodial service and bill the Lessee for the expense thereof. Lessee agrees that any failure to comply with the foregoing shall, in the sole and exclusive discretion of the Lessor, be cause for immediate termination of the lease with all rights accruing in favor of the Lessor pursuant to Paragraph 16.
- 13. Right to Inspect: The Lessor reserves the right to request entrance and access to, in and about the premises, which request will not be unreasonably withheld, at any reasonable time for the purpose of making any inspection, maintenance, repair, showing or any other reasonably-related airport function it may deem expedient to the proper enforcement or execution of any of the covenants or conditions of this agreement. A current key will be issued to the Lessor for any purpose hereunder.
- 14. Taxes: The Lessee shall pay all taxes or assessments that may be levied against the personal property of the Lessee or the buildings which the Lessee may erect on lands exclusively to them. Any failure in the foregoing on the part of the Lessee shall be considered a material breach hereunder. Time shall be of the essence with respect to compliance with this section with the due date designated by taxing authorities being controlling to determining the Lessee's compliance.
- 15. Signs: No signs, postings or advertising matter may be erected, mounted or similarly located at, on or about the premises without the express, written consent of the Lessor. The Lessee shall display the address assigned to the hangar prominently and conspicuously upon the hangar exterior with lettering the minimum of 3 inches and a maximum of 5 inches.

- 16. Default: The Lessee shall be deemed in default upon:
  - a) Failure to pay rent within thirty (30) days after due date;
  - b) The filing of a petition under the Federal Bankruptcy Act or any amendment thereto including a petition for reorganization or an arrangement;
  - c) The commencement of a proceeding for dissolution or for the appointment of a receiver;
  - d) The making of an assignment for the benefit of creditors;
  - e) Violation of any restrictions, conditions, provisions contained in this lease, or failure to keep any of its covenants after written notice to cease such violation and failure to correct such violation within thirty (30) days.

In the event of a default, except for the payment of rent, the Lessor shall give written notice of the nature of the default to the Lessee issued to Lessee's last known or reasonably ascertainable post office address. The Lessee shall have thirty (30) days from the date of said notice to cure any Default if so allowed under any applicable or controlling provision hereunder. Failure to timely pay rent shall constitute a Default without further required notice except as required under Wisconsin state statutes or governing Wisconsin Administrative Code. Default as defined under this paragraph, shall authorize the Lessor, at its sole and exclusive option, to declare this lease void, cancel the same, and re-enter and take possession of the premises. In any litigation to enforce the terms of this lease, the Lessor may recover all costs, damages and expenses suffered by Lessor by reason of Lessee's default, including attorney fees to the extent permitted by law. As an alternative, Lessor may elect to cure any default and add the cost attributable to such cure to Lessee's rent and recover the same upon the successive collection of rent, and, in case of failure to so recover such amounts, said amounts shall be additional damages recoverable by the Lessor in suit to enforce or make any form of recovery under this lease.

- 17. Title: Title to the building or associated improvements erected, modified or maintained by the Lessee shall remain with the Lessee and shall be transferable pending written approval by the Lessor. Upon termination of this lease, the Lessee may, at the sole and exclusive option of the Lessor, remove the buildings, equipment, and property, and restore the leased property to its original, pre-lease condition.
- 18. Return of Possession: At the termination of this Lease, Lessee shall surrender peaceable possession of the property to Lessor in as good of condition as when Lessee entered into this agreement, reasonable wear and tear being excepted.
- 19. Option to Renew: Lessor does hereby grant unto Lessee the right and option to renew and extend the term of this lease for two (2) additional period(s) of ten (10) years each. Such renewal and extension shall be on like covenants, agreements, terms, provisions, and conditions as are contained herein, except that the Rent shall be adjusted as set forth in Paragraph 4 of this lease. Lessee shall provide written notice to Lessor of Lessee's exercise of this option to renew not later than one hundred twenty (120) days prior to the expiration of any term under this lease.
- 20. Snow Removal: The Lessor agrees to provide snow removal services to the Lessee's leased premises as reasonably possible in, near and about the premises-hangar area, except within five (5) feet of hangar door(s) or exterior walls or impediments as reasonably possible. Snow removal shall be accomplished only after all runways, apron, and primary taxiways have been first cleared.
- 21. Risk of Operation: Lessee shall take possession of the premises subject to the known and unknown but reasonably inferable hazards of operating, maintaining, and storing an aircraft and shall assume

- all risks of accidents to agents, employees, guests, trespassers and self in the pursuit of said uses detailed first written and detailed above. Further, Lessee agrees that Lessor shall in no way be liable for any damage or loss due to any reason other than those set forth in this lease or by virtue of a reckless or negligent act by the Lessor.
- **22.** Lease Transfer: The Lessee may not, at any time during the time of this lease, assign or transfer this agreement or any interest contained therein, without the express, written consent of the Lessor.
- 23. City of Watertown Not Responsible for Acts or Omissions of Third Parties: The City of Watertown shall not be responsible or liable to Lessee or any Lessee agents, employees, guests or trespassers for any loss or damage that may be occasioned by or through either the acts or omissions of persons occupying any part of the hangar(s) adjacent to the premises, or tenants in any other part of the hangar or improvements on, near or about the premises under any subleases or similar arrangements then-in effect. Nothing shall preclude Lessee from bringing any action necessary to obtain damages from third parties on the premises if damages are incurred by the Lessee as a result of the actions of such third parties.
- 24. Airport Development: The Lessor reserves the right, in its sole and exclusive discretion, to further develop or improve the Airport as it sees fit without interference or hindrance. If the development or improvement of the Airport requires the relocation of the Lessee, the Lessor agrees to provide a compatible and comparable location and agrees to relocate all buildings or provide similar facilities for the Lessee at no cost to the Lessee.
- **25.** Cumulative Right: The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law or specifically identified as such hereunder.
- 26. Subordination Clause: This Lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States and/or the State of Wisconsin relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a
- condition precedent to the expenditure of federal or state funds for the development of the Airport. Furthermore, this Lease may be amended to include provisions required by those agreements with the United States or the State of Wisconsin.
- 27. No Agency or Partnership: Nothing in this Lease shall be construed to create any type of partnership, agency or any other type of relationship between the parties other than a "landlord/tenant" relationship.
- 28. Entire Agreement/Amendment: This Lease contains the entire agreement of the parties and there are no other promises, obligations, covenants or conditions in or a part of any other agreement whether oral or written. This Lease may be modified or amended in writing if said writing is signed by each party bound hereunder.
- 29. Severability: If any portion of this Lease shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and remain in full force and effect. If a court of competent personal and subject matter jurisdiction finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provisions it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforceable as so limited and done so in the manner most harmonizing to the balance of the agreement.
- **30. Arbitration:** Any controversy or claim arising out of or relating to this Lease or any alleged breach thereof, which cannot be settled between the parties, may be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the dispute rendered by the arbitrator(s) shall be final and binding on the parties.

has the legal authority to do so in binding fashion. IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day of \_, 20\_\_\_\_ in the City of Watertown, Jefferson County, Wisconsin. LESSOR: CITY OF WATERTOWN LESSEE: By: Paul Gardetto Mayor Attest: N76W36221 Saddlebrook Lane, City Clerk Oconomowoc, WI 53066 Lessee address for communications pursuant to Agreement: STATE OF WISCONSIN ) ss. **COUNTY OF JEFFERSON** Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_ 2023, Emily McFarland and Mark Stevens who acknowledged that they were Mayor and City Clerk, respectively of the City of Watertown and that they, as such Mayor and City Clerk, being authorized to do so, executed the foregoing instrument consisting of \_\_\_\_ typewritten pages on the City's behalf. Notary Public, State of Wisconsin STATE OF WISCONSIN ) ) 55. COUNTY OF JEFFERSON ) Personally appeared before me this 27 day of Jestember, 2023, tan Gardetto acknowledged that they are said and that they, as such being authorized to do so, executed the foregoing instrument on 's behalf. LINDA MARIE KUKLINSKI Notary Public, State of Wisconsin **Notary Public** State of Wisconsin My commission expires \_\_\_\_

31. Representations: Each party hereto represents that it has validly entered into this Agreement and

### PAYROLL RESOLUTION

# SPONSOR: MAYOR MCFARLAND FROM: FINANCE COMMITTEE

A resolution adjusting the annual salary or hourly rates to be paid to the following city officials, supervisory, and non-union personnel of the City of Watertown, Wisconsin.

The Common Council of the City of Watertown, Wisconsin, do ordain as follows:

**SECTION 1:** Effective January 1, 2024, all full-time and permanent part-time non-represented employees (excluding library employees) shall receive compensation based on the appropriate step and grade of the attached pay chart for dates effective January 1, 2024.

**SECTION 2:** The Mayor may modify the attached pay chart to include any new positions budgeted for and approved by the Common Council at a grade consistent with the budgeted amount or to change a job title, provided the grade does not change.

**SECTION 3:** The following elected and appointed city officials and employees shall receive, effective January 1, 2024, an annual salary of the amounts placed after their respective title:

Municipal Judge \$30,079

**SECTION 4:** The following part-time employees shall receive, effective January 1, 2024:

	<u>Jan. 1</u>
Police Auxiliary	\$15.76
Police Auxiliary Capt. – additional per hour	.50
Police Auxiliary Sgt. – additional per hour	.25
Crossing Guard	11.25
Election Inspector	10.00
Chief Election Inspector	12.00
Election Assistant	15.00
Cable TV PT Staffer	12.50
Engineering Intern (HS)	10.00-14.00
Engineering Intern (College)	14.00-19.00

**SECTION 5:** Only full-time employees previously eligible for longevity as of December 31, 2011, are eligible for longevity, and shall receive, in addition to their salary, the following annual amounts:

After 8 years of continuous service	\$175.50
After 12 years of continuous service	\$351.00
After 16 years of continuous service	\$526.50

**SECTION 6:** The City will contribute toward health insurance the following amounts for those employees who elect to receive it: Full-time single: 90% of the lowest cost plan offered in Jefferson/Dodge Counties; Full-time family: 90% of the lowest cost plan offered; Permanent part-time employees as defined by WRS: 25 - 50% (depending on their part time status) of the lowest cost plan offered for either single or family coverage.

**SECTION 7:** The City will contribute toward dental insurance the following amounts for those employees who elect to receive it: Full-time single: 90%, Full-time family: 90%.

**SECTION 8**: LIBRARY. Hourly rates and salaries paid to personnel employed by the Library included in the table shall be set by the Library Board.

**SECTION 9:** RECREATION DEPARTMENT. Hourly rates and contract amounts will be established by the Park, Recreation and Forestry Commission with the exception of seasonal maintenance employees, subject to council approval.

**SECTION 10:** STREET, PARK, FORESTRY AND WATER/WASTEWATER SEASONAL EMPLOYEES. Each person employed as a part-time seasonal maintenance employee shall be paid \$13.00 per hour plus an additional \$1.00 per year worked. Each person employed as a part-time seasonal office employee in these departments shall be paid \$11.00 per hour.

**SECTION 11:** All unionized City employees shall be compensated according to the appropriate union contracts.

**SECTION 12:** Non-union paramedics will receive the paramedic add-on pay as listed in the union contract.

**SECTION 13:** Unless specified differently in a section, this resolution shall take effect January 1, 2024.

**CITY OF WATERTOWN** 

### PAY TABLE EFFECTIVE: 1/1/2024 - HOURLY FORMAT (2080 HOURS)

1.50% COLA increase from 2023

						Control Point	:				
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Y	\$66.51	\$68.41	\$70.31	\$72.21	\$74.11	\$76.01	\$77.91	\$79.81	\$81.71	\$83.61	\$85.52
х	\$62.53	\$64.32	\$66.11	\$67.89	\$69.68	\$71.47	\$73.25	\$75.04	\$76.83	\$78.61	\$80.40
w	\$58.56	\$60.24	\$61.91	\$63.58	\$65.26	\$66.93	\$68.60	\$70.28	\$71.95	\$73.62	\$75.30
v	\$54.59	\$56.15	\$57.71	\$59.27	\$60.83	\$62.39	\$63.95	\$65.51	\$67.07	\$68.63	\$70.19
U	\$50.62	\$52.07	\$53.52	\$54.96	\$56.41	\$57.86	\$59.30	\$60.75	\$62.19	\$63.64	\$65.09
т	\$47.64	\$49.00	\$50.36	\$51.72	\$53.08	\$54.44	\$55.81	\$57.17	\$58.53	\$59.89	\$61.25
s	\$45.66	\$46.96	\$48.27	\$49.57	\$50.88	\$52.18	\$53.49	\$54.79	\$56.09	\$57.40	\$58.70
R	\$43.68	\$44.93	\$46.17	\$47.42	\$48.67	\$49.92	\$51.17	\$52.41	\$53.66	\$54.91	\$56.16
Q	\$41.68	\$42.87	\$44.06	\$45.25	\$46.44	\$47.63	\$48.82	\$50.02	\$51.21	\$52.40	\$53.59
Р	\$39.70	\$40.83	\$41.97	\$43.10	\$44.24	\$45.37	\$46.50	\$47.64	\$48.77	\$49.91	\$51.04
О	\$37.72	\$38.80	\$39.87	\$40.95	\$42.03	\$43.11	\$44.18	\$45.26	\$46.34	\$47.42	\$48.50
N	\$35.72	\$36.74	\$37.76	\$38.78	\$39.80	\$40.82	\$41.84	\$42.86	\$43.89	\$44.91	\$45.93
N (2912 Hrs) Battalion Chief	\$25.52	\$26.24	\$26.97	\$27.70	\$28.43	\$29.16	\$29.89	\$30.62	\$31.35	\$32.08	\$32.81
М	\$33.74	\$34.70	\$35.67	\$36.63	\$37.60	\$38.56	\$39.52	\$40.49	\$41.45	\$42.42	\$43.38
M (2053 Hrs) Sgt	\$34.18	\$35.16	\$36.14	\$37.11	\$38.09	\$39.07	\$40.04	\$41.02	\$42.00	\$42.97	\$43.95
L	\$31.76	\$32.67	\$33.57	\$34.48	\$35.39	\$36.30	\$37.20	\$38.11	\$39.02	\$39.93	\$40.83
к	\$29.78	\$30.63	\$31.48	\$32.33	\$33.18	\$34.03	\$34.88	\$35.73	\$36.59	\$37.44	\$38.29
J	\$27.78	\$28.57	\$29.37	\$30.16	\$30.96	\$31.75	\$32.54	\$33.34	\$34.13	\$34.92	\$35.72
ı	\$25.80	\$26.54	\$27.27	\$28.01	\$28.75	\$29.49	\$30.22	\$30.96	\$31.70	\$32.43	\$33.17
н	\$23.82	\$24.50	\$25.18	\$25.86	\$26.54	\$27.22	\$27.90	\$28.58	\$29.26	\$29.94	\$30.63
G	\$21.83	\$22.45	\$23.08	\$23.70	\$24.32	\$24.95	\$25.57	\$26.20	\$26.82	\$27.44	\$28.07
F	\$19.84	\$20.41	\$20.97	\$21.54	\$22.11	\$22.68	\$23.24	\$23.81	\$24.38	\$24.94	\$25.51
E	\$18.36	\$18.88	\$19.41	\$19.93	\$20.46	\$20.98	\$21.50	\$22.03	\$22.55	\$23.08	\$23.60
D	\$17.36	\$17.86	\$18.36	\$18.85	\$19.35	\$19.84	\$20.34	\$20.84	\$21.33	\$21.83	\$22.32
С	\$16.37	\$16.84	\$17.30	\$17.77	\$18.24	\$18.71	\$19.17	\$19.64	\$20.11	\$20.58	\$21.04
В	\$15.38	\$15.82	\$16.26	\$16.70	\$17.14	\$17.58	\$18.02	\$18.46	\$18.90	\$19.34	\$19.78
Α	\$9.92	\$10.20	\$10.49	\$10.77	\$11.05	\$11.34	\$11.62	\$11.90	\$12.19	\$12.47	\$12.75

	CITY OF WATERTOWN							
	GRADE ORDER LIST							
GRADE	JOB TITLE							
T	CITY ATTORNEY							
T	DIRECTOR OF PUBLIC WORKS/CITY ENGINEER							
T	CHIEF OF FIRE/EMERGENECY OPERATIONS							
T	POLICE CHIEF							
S	WATER/WASTEWATER UTILITIES MANAGER							
S	FINANCE DIRECTOR							
R	PUBLIC HEALTH OFFICER							
R	OPERATIONS MANAGER							
	DEDUTEN CHIEF ED							
Q	DEPUTY CHIEF-FD							
Q	ASSISTANT POLICE CHIEF							
Q	ASSISTANT CITY ENGINEER							
P	POLICE CAPTAIN							
P	LIBRARY DIRECTOR							
О	RECREATION AND PARKS DIRECTOR							
О	WATER/WASTEWATER UTILITIES ASSISTANT MANAGER							
N	BATTALION CHIEF SHIFT COMMANDER							
N	ENGINEERING PROJECT MANAGER							
N	ZONING ADMINISTRATOR							
N	STORMWATER PROJECT MANAGER/GRANT WRITER							
N	PARKS SUPERVISOR							
M	BUILDING INSPECTOR							
M	PUBLIC WORKS PROJECT MANAGER							
M M	ASSISTANT OPERATIONS MANAGER							
M	PUBLIC HEALTH ASSISTANT DIRECTOR							
M	POLICE SERGEANT							
M	CLERK							
M	WASTEWATER MAINTENANCE AND FACILITIES FOREMAN							
M	STRATEGIC INITIATIVES AND DEVELOPMENT COORDINATOR							
M	HUMAN RESOURCES COORDINATOR							
M	INFORMATION TECHNOLOGY COORDINATOR							
L	BUILDING INSPECTOR (PT)							

L	SR. CENTER AND ENRICHMENT DIRECTOR/OFFICE MANAGER							
L	DISTRIBUTION CREW LEADER							
K	ENVIRO HEALTH SANITARIAN (CERTIFIED)							
K	EMERGENCY PREP/ENVIRO HEALTH SPECIALIST							
K	PUBLIC HEALTH NURSE - RN							
K	BILINGUAL COMMUNICATIONS SPECIALIST (PT)							
K	DEPUTY TREASURER/CLERK							
K	AQUATICS AND RECREATION MANAGER							
K	PROGRAMMING EVENT COORDINATOR							
K	WASTEWATER COLLECTIONS CREW LEADER							
K	WASTEWATER OPERATIONS FOREMAN							
K	WATER OPERATIONS FOREMAN							
K	MEDIA AND COMMUNICATIONS DIRECTOR							
K	ADULT SERVICES LIBRARIAN							
K	CHILDREN'S LIBRARIAN							
J	PT CODE ENFORCEMENT							
J	ENVIRO HEALTH SANITARIAN (NON-CERTIFIED)							
J	CITY FORESTER/BUCKET TRUCK OPERATOR							
J	911 DISPATCH SUPERVISOR							
J	LAB MANAGER							
J	RECREATION PROGRAM MANAGER							
J	STREET/STORMWATER WORKING FOREMAN							
I	HEAVY EQUIPMENT OPERATOR							
I	MECHANIC							
I	OPERATOR I							
I	CIRCULATION & SENIOR OUTREACH SERVICES MANAGER							
Н	PARALEGAL (PT)							
Н	HUMAN RESOURCES ASSISTANT (PT)							
Н	FIRE INSPECTOR (PT)							
Н	NURSE - LPN							
Н	ASSISTANT CITY FORESTER							
Н	MECHANIC/PARKS MAINTENANCE/POOL OPERATOR							
Н	PARKS SPECIALIZED MAINTENANCE							
Н	911 DISPATCHER							
Н	911 DISPATCHER(PT)							
Н	SPECIALIZED MAINTENANCE/LIGHT EQUIPMENT OPERATOR							
Н	SOLID WASTE COLLECTION - LEADMAN							
Н	OFFICE/PROGRAM COORDINATOR							
Н	UTILITY BILLING COORDINATOR							
Н	WASTEWATER COLLECTIONS SPECIALIST							

Н	ACCOUNTING CLERK
Н	ADMINISTRATIVE ASSISTANT III
G	COURT CLERK (MUNICIPAL)
G	COMMUNITY SERVICES OFFICER
G	GENERAL LABORER-STREETS
G	SOLID WASTE COLLECTION - LEADMAN
G	INVESTIGATIONS TECHNICIAN/SPECIALIST
G	RECORDS CLERK (POLICE)
G	ASSISTANT BILLING/UTILITY CLERK
G	WATER DISTRIBUTION TECHNICIAN
G	WATER UTILITY TECHNICIAN
G	ADMINISTRATIVE ASSISTANT II
G	MEDIA PRODUCTIONS MANAGER
F	GENERAL LABORER-PARK RECREATION AND FORESTRY
F	MAINTENANCE CUSTODIAN
F	BUILDING AND GROUNDS MAINTENANCE SUPERVISOR/WASTEWATER RELIEF OPERATOR
F	LEGAL ASSISTANT (PT)
F	ADMINISTRATIVE ASSISTANT I
F	SENIOR LIBRARY ASSISTANT-CATALOGING & CIRCULATION
F	SENIOR LIBRARY ASSISTANT-TEEN SERVICES
С	LIBRARY ASSISTANT (PT)
С	CLERK/TYPIST
С	CUSTODIAN-PT

### RESOLUTION TO AMEND 2023 FUND 01 BUDGET

# SPONSOR: MAYOR EMILY MCFARLAND FROM: FINANCE COMMITTEE

WHEREAS, recent review of expenditures by the finance director and department heads have compiled a list of accounts with both available funds from spending less than anticipated and other accounts where expenses exceeded the original budget, and

**WHEREAS,** the anticipated net result is a reduction of spending, a savings of approximately \$130,000.

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

That the 2023 expenditures budget be amended as listed on the spreadsheet below to reduce budget amounts from available accounts, add budget amounts to over budget accounts, and place the net savings in Contingency [01-51-81-86].

	YES	NO	
DAVIS			ADOPTEDDecember 19, 2023
LAMPE			
BOARD			
BARTZ			CITY CLERK
BLANKE			
SMITH			APPROVEDDecember 19, 2023
SCHMID			
WETZEL			
MOLDENHAUER			MAYOR
MAYOR MCFARLAND			
TOTAL			

### Watertown Revision: 12/06/23 Budget Busters - 2023

Acct	Division	Name	Available	Over Bdgt	Dept Net	
)1-51-11-20	Common Council	Official Publications	3,000			Under spent
1-51-11-26	Common Council	Codification of Muni Code		6,830	(3,830)	Subtantial # of 2022 updates
1-51-21-18	Municipal Court	Supplies & Expense	500		500	Under spent
1-51-31-24	Mayor	Travel	800			Under spent
1-51-31-36	Mayor	Health Insurance		3,300	(2,500)	Under allocated
1-51-40-18	Finance	Office Supplies	250			Move to Dues
1-51-40-22		Dues, Fees & Subscrptns		250		Move fr Offc Suppl
1-51-40-23		Weights & Measures	2,800			WI rate doesn't change until 2024
1-51-40-36		Health Insurance	35,000			Not needed
1-51-40-38		Dental Insurance	1,400		39,200	Not needed
L-51-41-10	Elections	Salaries	4,500			Not needed
1-51-41-11		Training	2,500			Not needed
1-51-41-18	Elections	Supplies & Expense		2,000		New ballot envelopes
1-51-41-34		Social Security		700		Tax alloc wasn't incl in bdgt
1-51-41-35		Medicare	2.500	160		Tax alloc wasn't incl in bdgt
	Human Resources	Computer Suppl/Software	2,500	22.222	2,500	Changed timing of ApplPro invoice
	City Attorney	Additional Legal Exp		30,000		Actl in excess of Bdgt
	City Attorney	Supplies	2,000			Available
	City Attorney	Dental Insurance	300			Available
	City Attorney	Witness Fees		300		Actual over budget
	Special Legal Fees	Legal Fees	2,000		2,000	Unnecessary to separate fr 01-51-61-16
	Municipal Building	Overtime		500		Actl in excess of Bdgt
1-51-71-18	, ,	Supplies & Expense		5,000		Actl in excess of Bdgt plus anticipated
1-51-71-20		Repairs		6,000		Actl in excess of Bdgt plus anticipated
1-51-71-30	Municipal Building	Electric		10,000		Actl in excess of Bdgt plus anticipated
	Municipal Building	Capital Outlay		6,400	, , ,	Actl in excess of Bdgt
1-51-81-50		Unemployment	13,000		13,000	Not needed
1-51-84-11		PT Wages	1,250			Not needed
1-51-84-18	Media & Communications	Supplies		800		Actl in excess of Bdgt plus anticipated
1-51-84-20	Media & Communications	Repairs	500			Moving to afford overage
1-51-84-22		Dues & Subscriptions		1,000		Actl in excess of Bdgt plus anticipated
1-51-84-24		Travel	800			Moving to afford overage
	Media & Communications	Health Insurance	12,000			Not needed
1-51-84-60	Media & Communications	Capital Outlay		2,400	10,350	Actl in excess of Bdgt
		Salaries	4,000			Savings due to vacancy
1-51-86-18		Supplies	1,000			Moving to afford overage
1-51-86-20		Repairs	1,000			Moving to afford overage
1-51-86-21		E-Waste Recycling	600			Moving to afford overage
1-51-86-24		IT Education/Travel	250			Moving to afford overage
1-51-86-33		WI WRS	300			Savings due to vacancy
1-51-86-34		Social Security	300			Savings due to vacancy
1-51-86-35		Medicare	80			Savings due to vacancy
1-51-86-36		Health Insurance	12,500			Savings due to vacancy
1-51-86-44		Software Support		46,300		Conversion to O365, cloud backup
1-51-86-60		Capital Outlay	2,200		(24,070)	Savings due to vacancy
	Employee Programs	WIWRS		800		Related to Award Program
	Employee Programs	Social Security		600		Related to Award Program
	Employee Programs	Medicare		150		Related to Award Program
1-51-95-45	. ,	Best Flex Section 125	900			Not needed
	Employee Programs	Award Program	900			Reallocate to tax accounts
	Other Government	Bad Debt		2,235	(2,235)	Actl in excess of Bdgt
1-51-11-10	Police	Salaries	80,000			Not needed
1-52-11-14		Overtime		40,000		Actl in excess of Bdgt plus anticipated
1-52-11-15		Overtime- Training		3,000		Actl in excess of Bdgt plus anticipated
1-52-11-16		Auxiliary Salaries		8,000		Actl in excess of Bdgt plus anticipated
1-52-11-17		Outside Services	5,000			Moving to afford overage
1-52-11-20		Maintenance Contracts		40,000		Actl in excess of Bdgt plus anticipated
1-52-11-26		Equip Maint	2,500			Moving to afford overage
1-52-11-36		Health Insurance	100,000			Not needed
1-52-11-40	Police	Fuel		12,000		Actl in excess of Bdgt plus anticipated
	Dolico	DARE Education		1,050		Actl in excess of Bdgt
	Police					
1-52-11-41		Vehicle Repair/Maint	5,000			Moving to afford overage
1-52-11-41 1-52-11-44 1-52-11-45	Police	Vehicle Repair/Maint Parking Enforcement	5,000	500		Moving to afford overage Actl in excess of Bdgt

Acct	Division	Name	Available	Over Bdgt	Dept Net		Section 13, Iter
01-52-11-55	Police	Crime Prevention		1,200	85,750	Actl in excess of Bdgt plus	anticipated
01-52-12-10	Crossing Guards	Salaries 5,000 5,000 Not needed					
01-52-13-14	Dispatch	Overtime		12,000		Actl in excess of Bdgt plus	anticipated
01-52-13-15	·	Overtime- Training		1,000		Actl in excess of Bdgt	
01-52-13-56	·	Training		500		Actl in excess of Bdgt	
01-52-13-60	Dispatch	Capital Outlay	1,500		(12,000)	Not needed	
01-52-31-10	Fire	Salaries	160,000			Not needed	
01-52-31-14		Overtime		57,000		Actl in excess of Bdgt plus	anticipated
01-52-31-19		Hiring Expenses		3,000		Actl in excess of Bdgt	
01-52-31-20		Equipment Repairs		4,000		Actl in excess of Bdgt plus	•
01-52-31-28		Computers & software		6,500		Actl in excess of Bdgt plus	anticipated
01-52-31-32		Telephone	3,000			Not needed	
01-52-31-41		Tires	1,000			Moving to afford overage	
01-52-31-42		Apparatus Maintenance		71,000		Engine replacement	
01-52-31-44		Office Supplies		800		Actl in excess of Bdgt	
01-52-31-56	Fire	EMS Billing		32,000		Actl in excess of Bdgt plus	anticipated
01-52-31-59		Safety Equipment		2,700	(13,000)	Actl in excess of Bdgt	
01-52-41-10	Building Inspection	Salaries		19,500		Move fr PT Wages	
01-52-41-16	Building Inspection	PT Salaries	19,500			Move to Wages	
	Building Inspection	Supplies & Expense	1,000			Move funds for PC purchas	
	Building Inspection	Repairs/Gas		2,300		Actl in excess of Bdgt plus	anticipated
	Building Inspection	Dues, Fees & Subscrptns	1,000			Not needed	
01-52-41-60	<u> </u>	Capital Outlay		1,000	. , ,	PC purchase	
01-52-51-02	• '	Siren Maintenance		2,860	(2,860)	Actl in excess of Bdgt	
01-53-12-18	Health	Supplies	1,800			Not needed	
01-53-12-26		Maintenance Contracts		1,800	-	Actl in excess of Bdgt	
	City Planning	Contract Planning Services	2,000		2,000	Not needed	
01-54-10-18	• •	Supplies	750			Not needed	
01-54-10-22		Dues, Fees & Subscrptns	500			Not needed	
01-54-10-24	• •	Travel	1,000			Not needed	
01-54-10-40		Computer Suppl/Software	1,250			Not needed	
01-54-10-45		Car Repairs/Gas		1,000		Actl in excess of Bdgt	
_	Machinery/Equipment	Main Shop Tools	900		900	Not needed	
	Street Garage	Supplies	1,000			Not needed	
	Street Garage	Repairs	2,500			Not needed	
	Street Garage	Fuel	1,000	0.000	(2.500)	Not needed	
_	Street Garage	Electric	2.000	8,000		Actl in excess of Bdgt plus	anticipated
	Traffic Control	Repairs	2,000		2,000	Not needed	
01-54-31-14	Street Maintenance	Overtime	10,000	2 500		Not needed	
01-54-31-18		Supplies	4 000	2,500		Actl in excess of Bdgt plus	anticipated
	Street Maintenance	Saw Blades	1,000			Not needed	
	Street Maintenance	Social Security	7,500			Not needed	
	Street Maintenance	Medicare	1,500	F 000	12 500	Not needed	
	Street Maintenance	Safety Equipment	2.500	5,000		Actl in excess of Bdgt plus	anticipated
	Snow & Ice Control	Plow Blades	2,500			Not needed	
	Signs & Markings Street Lighting	Supplies	3,500	100 000		Not needed	a for LED sovings
		Electric	2,500	100,000	(100,000)	Budget was lowered hopin Not needed	g for LED Savings
01-54-53-28 01-54-53-30	·	Fuel Electric	900			Not needed	
01-54-53-36	•	Mowing	900	1,250	2.150	Actl in excess of Bdgt	
01-54-53-30	·	Overtime		400	2,130	Actl in excess of Bdgt	
01-55-20-14				1,000		Actl in excess of Bdgt	
01-55-20-17		Contract Services Travel	500	1,000		Not needed	
			300	F 000			ating dont acets
01-55-20-28		Fuel		5,000 20,000		Acct missed when consolid	• .
01-55-20-30		Electric		=		Acct missed when consolid	
01-55-20-31		Water	40.000	2,000		Acct missed when consolid	aung uept accts
01-55-20-36		Health Insurance	40,000		12 500	Not needed	
01-55-20-38		Dental Insurance	1,400	600	13,500	Not needed  Act in excess of Pdgt	
01-55-21-14		Overtime DT Wages		600		Actl in excess of Bdgt	
01-55-21-16		PT Wages		21,700		Actl in excess of Bdgt	
01-55-21-33		WI WRS		400		Actl in excess of Bdgt	
01-55-21-34		Social Security		1,400	(24.400)	Actl in excess of Bdgt	
01-55-21-35		Medicare		300	(24,400)	Actl in excess of Bdgt	
01-55-22-14	Outdoor Pool	Overtime	10.000	600		Actl in excess of Bdgt	
	Outdoor Pool	PT Wages	18,000	4 005		Not needed	
01-55-22-17	Outdoor Pool	Service Contracts		1,000		Actl in excess of Bdgt	

Acct	Division	Name	Available	Over Bdgt	Dept Net		Section 13, Item G.
01-55-22-18	Outdoor Pool	Supplies		1,000		Actl in excess of Bdgt	
01-55-22-20	Outdoor Pool	Repair	5,000			Not needed	
01-55-22-28	Outdoor Pool	Fuel	1,400			Not needed	
01-55-22-31	Outdoor Pool	Water	2,000			Not needed	
01-55-22-32	Outdoor Pool	Telephone		250		Actl in excess of Bdgt plus	anticipated
01-55-22-40	Outdoor Pool	Chemicals	15,000			Not needed	
01-55-22-46	Outdoor Pool	Concession Supplies		2,600	35,950	Actl in excess of Bdgt	
01-55-23-16	Indoor Pool	PT Wages	20,000			Not needed	
01-55-23-17	Indoor Pool	WUSD Maint Staff	35,000			Not needed	
01-55-23-18	Indoor Pool	Supplies	2,000			Not needed	
01-55-23-20	Indoor Pool	Repairs	2,500			Not needed	
01-55-23-28	Indoor Pool	Fuel	7,500			Not needed	
01-55-23-30	Indoor Pool	Electric	15,500			Not needed	
01-55-23-31	Indoor Pool	Water	5,500			Not needed	
01-55-23-32		Telephone	350			Not needed	
01-55-23-34	Indoor Pool	Social Security	1,000			Not needed	
01-55-23-35		Medicare	250		89.600	Not needed	
01-55-41-14	Park	Overtime	3,000		,	Not needed	
01-55-41-18		Supplies	2,222	6,500		Actl in excess of Bdgt plus	anticipated
01-55-41-20		Repairs	4,000	2,222		Not needed	
01-55-41-28	Park	Fuel	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	1,700		Actl in excess of Bdgt plus	anticipated
01-55-41-41		Fertilizers & Herbicides	3,000	_,,		Not needed	
01-55-41-42		Equipment Repairs	3,000	4,000			
01-55-41-50		Staff Training	750	,,,,,,		Not needed	
01-55-41-59		Safety Equipment	, 50	5,000	(6.450)	Actl in excess of Bdgt plus	anticipated
01-56-11-20		Repairs		250	(0) .50)	Actl in excess of Bdgt	arrio parca
01-56-11-24	•	Cont Education	500	250		Not needed	
01-56-11-26	•	Anni Bucket Truck Insp	2,000		2.250	Not needed	
01-51-81-56	Miscellaneous	Contingent	50,000		-	New Balance = \$129,995	
			773,880	643,885	79,995		
				(129,995)	Net addition	nal expenses (after Cont and	d adjustments)
REVENUE AC	COUNTS- large variances ir	anticipated totals:					
01-41-11-31	Taxes	Taxes fr Water Utility		150,000		Reduced mill rate 2022	
01-41-11-49	Taxes	Interest on Taxes	5,900			Actl in excess of Bdgt	
01-43-61-00	Law & Order Violations	Court Penalties	21,000			Actl in excess of Bdgt	
01-44-12-12	General Gov't Charges	Sale of City Owned Misc Items				Possible sale of FD radios?	
01-44-40-20	Public Works	Parking Enforcement	16,000			Actl in excess of Bdgt	
01-44-62-30	Recreation	Aquatic Center Revenue		22,400		Less than Bdgt	
01-44-62-32	Recreation	Indoor Pool Revenue	8,500			Actl in excess of Bdgt	
01-48-11-00	Interest	Interest Income	500,000			Rebound of Invstmnt Acct	s, incr int inc
01-48-61-10	Sale of City Assets	Sale of Indstrl Property	131,617			Horseshoe Rd sale of prop	erty
		Increases in Revenue	683,017	172,400			
			ĺ		Net addition	nal revenue projected	
					_		
					Net impact		
			-	(/81,611)	2023 Budge	tea Loss	

(140,999) 2023 Projected Loss

# RESOLUTION TO ADD EMPLOYEE DRIVER POLICY TO THE CITY EMPLOYEE HANDBOOK

SPONSOR: MAYOR EMILY MCFARLAND FROM: FINANCE COMMITTEE

**WHEREAS**, City employees routinely engage in the use of City-owned and leased vehicles in the daily and regular performance of their assigned duties and,

**WHEREAS**, the City government strives to ensure the safe and responsible use of City-owned vehicles and equipment, as well as engage in policies that protect the health and safety of its employees, as well as members of the public and,

**WHEREAS**, the City has also adopted an internal Fleet Management policy to guide in the efficient and fiscally responsible use of City-owned vehicles; and,

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

Adopts the above-referenced Employee Driver Policy and authorizes adding it to the City of Watertown's Employee Handbook.

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

	YES	NO	
DAVIS			ADOPTED <u>December 19, 2023</u>
LAMPE			
BOARD			
BARTZ			CITY CLERK
BLANKE			
SMITH			APPROVEDDecember 19, 2023
SCHMID			
WETZEL			
MOLDENHAUER			MAYOR
MAYOR MCFARLAND			
TOTAL			

#### FINAL 11-29-23

### Watertown Employee Driver Policy City of Watertown, WI

#### 1. Purpose and Scope:

The Municipal Driver Policy is designed to establish guidelines and expectations for individuals operating vehicles owned or leased by the City of Watertown, WI, in conjunction with the Municipal Vehicle Fleet Management Policy. This policy aims to promote safe and responsible driving practices to protect city personnel, city property, as well as the public.

#### 2. Driver Eligibility:

- a. Only authorized employees with valid driver's licenses and appropriate qualifications will be permitted to operate municipal vehicles, ensuring safety and adherence to traffic laws. All drivers must be at least 18 years of age. Copy of driver's license and background check, collected at time of hire, should be kept on file by department supervisor for reference.
- b. Personnel who are not City employees, but are otherwise authorized to operate municipal vehicles, may do so. All requirements outlined in this document still apply to such individuals.
- c. Regular operational safety training sessions will be conducted by department staff to maintain and enhance the skills of drivers.
- d. Employees are prohibited from driving a city vehicle if their driver's license is suspended, revoked, or on restricted (not due to corrective lenses) status.
- e. Any change in driver eligibility or status must be immediately reported to the employee's supervisor.

### 3. Vehicle Use:

- a. City vehicles are for official use only and should not be used for personal purposes without prior authorization.
- b. Drivers are responsible for the safe and lawful operation of city vehicles at all times. Drivers must adhere to posted speed limits and follow all traffic safety laws.
- c. Seat belts must be worn by all occupants of the vehicle.
- d. Vehicles should be locked when the driver is away.
- e. Drivers may not give rides to others not employed by the City unless authorized to do so.
- f. Drivers should not push, tow, or start other vehicles.
- g. Drivers may not manually use (using hands beyond a single touch) a cell phone or other mobile electronic devices while driving.

### 4. Vehicle Inspection and Maintenance:

- a. Drivers are required to perform pre- and post-trip inspections of city vehicles to ensure their safety and report any issues to a supervisor promptly.
- Any signs of vehicle malfunction, damage, or maintenance needs should be reported to the appropriate department staff member immediately.

Commented [MB1]: Added this after feedback from Carol and Lisa S.

#### 5. Accidents and Incidents:

- a. If involved in any type of vehicle accident, driver must report the accident to the employee's supervisor as soon as safe to do so. Following the incident, an accident report should be completed and given to the employee's supervisor. Incident reports should go to respective department heads and then be forwarded to the city clerk.
- b. If involved in a crash or collision with another vehicle(s), driver should move vehicle to safe location, stop, and turn on your emergency flashers. Check yourself for injuries and the well-being of your passengers. Call 911. Offer reasonable assistance. Movement of injured persons should not be undertaken if likely to cause further injury. Exchange information (name, insurance carriers, phone numbers). If there were witnesses to the accident, obtain their names and addresses. DO NOT MAKE A STATEMENT OF ANY KIND TO ANYONE OTHER THAN THE POLICE OR A REPRESENTATIVE OF THE CITY.
- If you strike an unattended vehicle; leave a note with your contact information and circumstances of the accident.
- d. Drivers must cooperate fully with any investigations related to accidents or incidents involving city vehicles.

### 6. Training and Awareness:

- a. Drivers may be required to participate in driver training programs and safety awareness initiatives as deemed necessary by the City of Watertown.
- b. City employees who operate specialized vehicles or equipment must receive specific training and certification as required by law or policy.

### 7. Compliance with Policies:

- a. Drivers are expected to adhere to all city policies and procedures, including the Municipal Vehicle Fleet Management Policy, while operating city vehicles.
- b. Non-compliance with this policy may result in disciplinary actions, including but not limited to warnings, suspension of driving privileges, or termination of employment, depending on the severity of the violation.

### 8. Acknowledgment:

All drivers operating city vehicles are required to acknowledge their understanding and acceptance of this policy and its provisions. Failure to do so may result in a suspension of driving privileges.