



FINANCE COMMITTEE MEETING AGENDA

MONDAY, SEPTEMBER 09, 2024 AT 5:30 PM

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

Virtual Meeting Info: <https://us06web.zoom.us/join> Meeting ID: 282 485 6600 Passcode: 53098 One tap mobile +16469313860

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

1. CALL TO ORDER

2. REVIEW AND APPROVE MINUTES

- [A.](#) Finance Committee minutes from August 26, 2024

3. BUSINESS

- [A.](#) Review and take possible action: Payroll Resolution Amendment for Media Productions manager
- [B.](#) Review and take action: 2 step adjustment for wastewater employee
- [C.](#) Review and take action: request to hire Wastewater Department Laboratory Manager to fill the open vacancy at Grade M, Step 7
- [D.](#) Review and take action: request to hire Building Inspector to fill the soon to be open vacancy at Grade M, Step 4
- [E.](#) Review and take possible action: State Municipal Financial Agreement with Wisconsin Department of Transportation for Bike and Pedestrian Network Plan Transportation Alternatives Program (TAP) Project
- [F.](#) Review and take possible action: State Municipal Financial Agreement with Wisconsin Department of Transportation for S. Church Street Shared-Use Path Transportation Alternatives Program (TAP) Project
- [G.](#) Review and take possible action: Cost-share agreement with Dodge County for Riverside Park Creek Improvement project for up to \$10,000
- [H.](#) Review and take possible action: General Fees Schedule

4. ADJOURNMENT

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

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



FINANCE COMMITTEE MEETING MINUTES

MONDAY, AUGUST 26, 2024, AT 5:30 PM

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

Finance Committee members present: Mayor McFarland, Alderpersons Bartz, Davis, Lampe, and Moldenhauer

Others present: Finance Director Stevens, Attorney Chesebro, Public Works Director Beyer, Fire Chief Reynen, Police Chief Brower, Water Systems Manager Hartz, Andrea Peters, Lisa Schwartz, Maureen McBroom, Ald. Board, Ald. Wetzel

1. Call to order. Mayor McFarland called the meeting to order at 5:33 p.m.
2. Ald. Davis, seconded by Ald. Bartz, approved the **minutes from the August 12 Finance Committee meeting**. Unanimously approved.
3. The Fire Department presented a list of recommended **write-offs for EMS billing**, having exhausted all collections efforts. Ald. Moldenhauer motioned to approve the write-off, seconded by Ald. Lampe. Unanimously approved.
4. Mr. Beyer recommended that the City enter into a **State Municipal Financial Agreement** with WisDOT to receive \$923,776 from the **Surface Transportation Program (STP) Urban Grant**. The project is currently scheduled in State Fiscal Year 2028. A motion was offered by Ald. Lampe, supported by Ald. Moldenhauer. Unanimously approved.
5. The position of assistant city engineer has been vacant since January. To address this gap, the Public Works Department recommends **entering into an agreement with Graef-USA** for municipal engineering services on an hourly rate basis September through December, 2024 with a maximum of \$80,000 to be funded with unused wages due to the vacancy. Ald. Davis made a motion, seconded by Ald. Bartz, to agree to this arrangement. Unanimously approved.
6. Mr. Hartz recommended approval for **Jake Nehls to move from H2 [\$24.50/hr] to H4 [\$25.86/hr]** due to his successful completion of two certifications. Ald. Bartz motioned, seconded by Ald. Davis, to approve. Unanimously approved.
7. A wage review was completed by the HR consultant for the **dispatch personnel**. Based upon the response, the police department administration is requesting an increase in the dispatch supervisor from grade J to K and dispatch staff from grade H to I. Ald. Lampe moved, supported by Ald. Moldenhauer, to make the increases in accordance with handbook procedures for step increases. Unanimously approved.
8. Mr. Stevens provided a memo to update the committee on the process the **health insurance** broker took to market our group to insurance carriers. Two companies provided pricing; Dean Health was the better pricing for a HMO plan design similar to the current WI ETF program.

An information presentation that was shared with approximately 80 employees in in-person meetings and then via email to all employees was included in tonight's packet. There are hesitations in the departure from ETF due to the potentially high cost of re-entry. Also of concern is the loss of insurance for the 26 retirees that continue to pay for coverage either through pension withdrawals or direct payment. Nine are less than 65. More work will continue to take place to determine options for this group.

Based on not-to-exceed maximums offered by Dean for the second and third years, the calculations indicate the Dean premium rates will be less than the WI ETF rate projections through 2027. Almost half of our employees that are currently insured through Dean would see their shared premiums cut in half (\$539.98/mo down to \$261.63/mo). Employees currently insured by Mercy (approx. 45% of group) will experience an increase of \$49.85 more than what the 2025 Mercy rate would be (\$211.78/mo vs. \$261.63/mo).

Ald. Davis recommended the **pursuit of the Dean HMO group health plan for 2025**, seconded by Ald. Moldenhauer. Approved 4:1. A resolution will have to be approved by the Council in order to depart the WI ETF plan.

9. Attorney Chesebro presented requested **updates** to Watertown Ordinance 136-11 (**Responsibilities of the City Attorney**) in the areas of:
- a. Informed consent
 - b. Addressing public nuisance lawsuits
 - c. Process for settling claims
 - d. Notification to Common Council and Mayor regarding legal matters
 - e. Requests for assistance to and from other Wisconsin communities

A motion was made by Ald. Davis, seconded by Ald. Lampe to approve changes. Unanimously approved.

10. Mayor McFarland requested permission for the City to both **apply for and accept any donations or grants for the inclusive park** that don't require any financial match. These would follow the purchasing policy expectation of review by the Finance Director. A motion was made by Ald. Davis, supported by Ald. Bartz, to apply and accept these grants. Unanimously approved. All donations will be recorded in a new account created for this purpose.
11. The WI Dept of Health Services was awarded federal ARPA funds to allocate to local health departments. An amount up to \$354,256 was awarded to City of Watertown. The Public Health Department is in the process to submit for approved eligible expenses totaling \$117,951 to date; therefore, a **budget modification is requested for Fund 15**. A motion was made by Ald. Lampe, seconded by Ald. Bartz, to recommend this budget change to Council. Unanimously approved.
12. The **General Fund income statement through July** was provided.
13. Ald. Moldenhauer moved, supported by Ald. Bartz, to convene into **closed session** per Wis Stat. Sec. 19.85(1)(c) to consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility (**Watertown Professional Firefighters IAFF Local 877**). Approved unanimously by roll call vote.
14. The committee reconvened into open session.
15. 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 for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved (**Claim of J.B.**). Approved unanimously by roll call vote.
16. The committee reconvened into open session.
17. **Finance Committee adjournment.** Ald. Bartz moved, seconded by Ald. Moldenhauer, to adjourn the Finance Committee at 7:19 p.m., 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.



Office of the
Media and Communications Director
106 Jones Street
PO Box 477
Watertown, WI 53094-0477
(920) 262-4021

Section 3, Item A.

MEMO

TO: Mayor McFarland and Committee Members
FROM: Lisa Famularo
DATE: August 27, 2024

Agenda Item:

Review and take possible action: Payroll Resolution Amendment for Media Productions Manager Position

BACKGROUND:

Cottingham & Butler recently reviewed the Media Productions Manager position, upon approval by the Finance Committee at its meeting of 8/12/24 and has recommended a grade H for this position. In order to hire under the recommended grade, the 2024 payroll resolution must be amended to move the Media Productions Manager to grade H from grade G. A draft resolution is attached for the adjustment.

Attachments: Classification Memo
Draft resolution

**DRAFT RESOLUTION TO
UPDATE 2024 PAYROLL RESOLUTION TO CHANGE MEDIA
PRODUCTIONS MANAGER PAY GRADE TO GRADE H ON THE CITY'S
PAY TABLE**

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

WHEREAS, there is currently a vacancy in the Media Productions Department; and,

WHEREAS, the Media Productions Department wishes to hire a Media Productions Manager to fill the current vacancy; and,

WHEREAS, Cottingham & Butler has reviewed a job description for the Media Productions Manager and determined that the position should be placed at a grade H on the city's pay table.

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

That the 2024 payroll resolution is amended to move the Media Productions Manager position from its current grade to grade H on the city's pay table.

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

ADOPTED September 17, 2024

CITY CLERK

APPROVED September 17, 2024

MAYOR

COTTINGHAM & BUTLER

Total Rewards Consulting

August 20, 2024

MEMORANDUM

TO: Lisa Schwartz, Human Resources Coordinator, City of Watertown

FR: Ashley McCluskey, Compensation Analyst

RE: Classification Reviews: IT Technician, Media Productions Manager, Water Systems Maintenance & Facilities Foreman, Water Systems Operator I

The city requested that a classification review be completed for four positions. The positions were evaluated, and the recommendations follow below.

IT Technician: The IT Technician primarily performs day to day technological operations for the city providing help desk support, troubleshooting, preventative maintenance, and deploying new systems and software. The position requires a technical or bachelor's degree, and at least three years of experience. The position was evaluated using our points-factor job evaluation system, and we recommend this position be placed in **Grade H**.

Media Productions Manager: The Media Productions Manager is responsible for the creation, production, technical maintenance and troubleshooting of audio and video equipment and online media based on established policy and procedure. The Media Productions Manager creates videos, graphics, and other types of media that engage the community via the City's public access channels, social media, and website. The position requires a two-year degree and at least three years of experience. The position was evaluated using our points-factor job evaluation system, and we recommend this position be placed in **Grade H**.

Water Systems Maintenance & Facilities Foreman: The Water Systems Maintenance & Facilities Foreman is responsible for maintaining the wastewater treatment plant, collection system, lift stations, and all associated equipment along with overseeing the job site and direction of other maintenance operators to ensure compliance with state permits and public health. This position requires a high school degree with six years of experience along with additional certifications and specialized maintenance training. The position was evaluated using our points-factor job evaluation system, and we recommend this position be placed in **Grade N**.

Water Systems Operator I: The Water Systems Operator is a skilled and technical position involving controlling, monitoring, and operating both water and wastewater treatment facilities. Responsibilities include preventative maintenance of machinery, equipment, plumbing, electrical systems, and mechanical systems used in water and wastewater processes. This position requires a high school degree with four to five years of experience

Ashley McCluskey
amclluskey@cottinghambutler.com

along with the expectation to acquire certifications and specialized maintenance training. The position was evaluated using our points-factor job evaluation system, and we recommend this position be placed in **Grade J**.

Please contact me with any questions on these reviews.



Water Systems

800 Hoffmann Drive • P.O. Box 477 • Watertown WI 53094-0477
WASTEWATER (920) 262-4085 • WATER (920) 262-4075

To: Mayor McFarland & Members of the Finance Committee 09/04/2024
From: Peter Hartz – Water Systems Manager
Re: Water System agenda items for Finance committee meeting 09/09/2024

Dear Mayor McFarland & Committee Members:

Water Systems agenda item:

1. Review and approve – 2 step adjustment for wastewater employee

Background: Following the guidance listed in the City of Watertown Employee Handbook of Policy and Procedures, Section IV. Employment Compensation, Section G. Additional Job Compensation, is the following: Certifications, Non- exempt employees who complete professional certifications and/or licensing related to their job description will be eligible for a step placement review to be recommended by the Department Head to be determined by the Mayor and Finance Committee.

Scott Blasing of the wastewater team has met the above requirement for two additional steps in the pay plan based on obtaining the wastewater biosolids solids / sludge and the disinfection certifications offered by the Wisconsin Department of Natural Resources.

Budget Goal: Supports employee retention and growth and works to address critical staffing areas.

Financial impact: The 2024 budget accounted for this step when approved in the budget cycle, so there is no negative impact.

Recommendation: I recommend approval for Scott Blasing to move from Grade I Step 8 (\$30.96/hr.) to a Grade I Step 10 (\$32.43/hr.). These steps would be retroactive to August 21, 2024, the pay period closest to the latest test date. Note: review period by DNR is 6 – 8 weeks before results are shared from test date.

2. Review and approve – Approve request to hire Wastewater Department Laboratory Manager to fill the open vacancy at Grade M, Step 7.

Background: This position is vacant due to a retirement from the previous employee Ann French, whose last day was July 5, 2024. We posted internally and had 2 applicants, interviewing the one qualified candidate who has been working and training for this position since before Ann retired. Rick has the education and prior job experience running a laboratory and is a great fit for the wastewater team as the lab manager.

Budget Goal: Supports employee retention and growth and works to address critical staffing areas.

Financial impact: The 2024 budget has sufficient funds in the budget cycle, so there is no negative impact.

Recommendation: I recommend extending the job offer to Rick Jirsa at Grade M Step 7, \$39.52/hr.

Sincerely,

Peter Hartz
Watertown Water Systems

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S Webster St
PO Box 7921
Madison, WI 53707-7921

Tony Evers, Governor
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



June 24, 2024

Certification No: 39426

SCOTT C BLASING
202 JENNA CT
WATERTOWN WI 53098

Exam Results for Wastewater Operator
Certification

Dear Applicant:

The score for the Wastewater Operator Certification exam(s) you recently took is listed below.

Exam Date	Exam Description	Passing Score	Your Score	Pass/Fail	Missed Objectives
6/6/2024	Basic Biological Solids/Sludge	75 %	92 %	P	3.6.11, 4.3.2, 6.2.3, 6.2.7

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S Webster St
PO Box 7921
Madison, WI 53707-7921

Tony Evers, Governor
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



August 19, 2024
SCOTT C BLASING
202 JENNA CT
WATERTOWN WI 53098

Certification No: 39426

Exam Results for Wastewater Operator Certification

Dear Applicant:

The score for the Wastewater Operator Certification exam(s) you recently took is listed below.

Exam Date	Exam Description	Passing Score	Your Score	Pass/Fail	Missed Objectives
8/14/2024	Basic Disinfection	75 %	94 %	P	2.4.4, 5.1.11, 5.1.12

Candidate Selection Form

With the guidance of the Recruitment Policy and expectations noted in the approved Request to Fill, the candidate below has been identified to fill the need listed below for the City of Watertown.

POSITION TITLE Wastewater Laboratory Manager DEPARTMENT Wastewater # OF APPLICANTS: 2

FT PT SALARY HOURLY Days Posted: 7 Incumbent: Retired - Ann French

NEW POSITION REPLACEMENT OPENING FINANCE COMMITTEE APPROVAL REQUIRED: Y / N
(See Recruitment Policy)

Reason for Opening:

Ann French retired, her last day was July 5, 2024.

Justification for fill:

The lab manager is a critical person for the wastewater department. We have mandatory testing for permit compliance and this person also performs other essential duties in helping the wastewater plant run efficiently.

Top Candidate Name: Richard Jirsa III Recommended Grade/Step/\$ Grade M, Step 7

Qualifications:

Rick has been working in the lab for the last 2 months after Ann retired. He has prior laboratory experience and has a 4-year degree from US Stevens Point that is related to this type of work. Rick's understanding of the laboratory procedures and hands on operations of this plant is second to none

First Alternate Name: _____ Recommended Grade/Step/\$ _____

Qualifications:

Second Alternate Name: _____ Recommended Grade/Step/\$ _____

Qualifications:

Comments:

This is a promotion for Rick, the policy manual defines this to be a minimum 8% raise in pay = M7.

Pete Hartz 09/04/2024 _____
Supervisor Signature/Date Department Head Signature/Date

Human Resources

- References Completed
- Background Check Completed
- Permission for Screening Received
- Grade, Step, and Years of Service
- Contingent Offer Drafted

HR Signature Date

Finance Director Signature Date

Mayor Signature Date

Final Approval

Grade ___ Step ___ _ Vacation _____

Finance Committee (as required) _____

Effective Date: _____

Candidate Selection Form

With the guidance of the Recruitment Policy and expectations noted in the approved Request to Fill, the candidate below has been identified to fill the need listed below for the City of Watertown.

POSITION TITLE Building Inspector DEPARTMENT BS&Z # OF APPLICANTS: 7

FT PT SALARY HOURLY Days Posted: _____ Incumbent: Doug Zwiag

NEW POSITION REPLACEMENT OPENING FINANCE COMMITTEE APPROVAL REQUIRED: Y / N
(See Recruitment Policy)

Reason for Opening:

Retirement

Justification for fill:

Building Inspection is a critical City function.

Top Candidate Name: Jason Rens Recommended Grade/Step/\$ M/4

Qualifications:

UDC Building Inspection Certifications & Commercial Electrical Certification. Experience in municipal building inspection.

First Alternate Name: Michael Dauer-Jacek Recommended Grade/Step/\$ M/3

Qualifications:

UDC Building Inspection Certifications. Experience in municipal building inspection.

Second Alternate Name: _____ Recommended Grade/Step/\$ _____

Qualifications:

Comments:

Brian Zirbes 9/3/2024

Supervisor Signature/Date

Department Head Signature/Date

Human Resources

- References Completed
- Background Check Completed
- Permission for Screening Received
- Grade, Step, and Years of Service
- Contingent Offer Drafted

HR Signature Date

Finance Director Signature Date

Mayor Signature Date

Final Approval

Grade ___ Step ___ Vacation _____

Finance Committee (as required) _____

Effective Date: _____



MEMO

Engineering Division of the Public Works Department

To: Mayor McFarland and Committee Members

From: Andrew Beyer, P.E.

Date: September 3, 2024

Subject: Finance Committee Agenda Narrative for September 9, 2024

Background

Agenda Item:

Review and take possible action: State Municipal Financial Agreement with Wisconsin Department of Transportation for Bike and Pedestrian Network Plan Transportation Alternatives Program (TAP) Project

BACKGROUND

At the August 12, 2024, Finance Committee meeting, Engineering Division presented a summary of successful grant project submittals that resulted in partial project funding. One of the successful grant projects was:

<u>Awarded Grant</u>	<u>Project</u>	<u>Grant Period</u>	<u>Award</u>
Transportation Alternatives Program (TAP)	City-wide Bike & Pedestrian Network Plan	2023-2027	\$80,000

To continue to move this project forward requires the City enter into a State Municipal Financial Agreement (SMFA) with the Wisconsin Department of Transportation (WisDOT). Attached is a copy of the SMFA, and a draft resolution for your review.

Attachments:

- SMFA
- Draft resolution



MEMO

Budget Goal

2024 Operation Goal #1.

Financial Impact


There is funding in the 2024 budget for this project to commence.

Recommendation

Engineering Division offers the option to approve authorizing Mayor McFarland to sign the WisDOT TAP Grant for a City-wide Bike and Pedestrian Network Plan State Municipal Financial Agreement (SMFA).

2024 Operational Goals

1. Proactively maintains and improves our parks and infrastructure in an effort to ensure quality, safety and compliance
2. Supports employee retention and growth, and also works to address critical staffing areas
3. Invests in the assessment, strategic planning and maintenance of our city buildings
4. Promotes and fosters innovative approaches for community development and growth
5. Maintains a safe and healthy community, and expands community education on safety and health

	<p>STATE/MUNICIPAL AGREEMENT FOR A NONINFRASTRUCTURE TRANSPORTATION ALTERNATIVES PROGRAM (TAP) PROJECT</p>	<p>Date: August 9, 2022 I.D.: 1009-22-06 DUNS ID: DUNS PROJECT ID (TBD) FAIN ID: Federal Award Identification Number (TBD) Project Title: Watertown Bike Ped Network Plan Location/Limit: City of Watertown Project Length (if applicable): N/A Project Sponsor: City of Watertown County: Jefferson MPO Area (if applicable):</p>
<p>Subprogram #: 290 Program Name: TAP</p>		

The signatory, the **City of Watertown**, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the transportation project hereinafter described.

Wis. Stats. sec. 85.021 authorizes the State to administer a program to award grants of assistance to certain political subdivisions, state agencies, counties, local government units, and Indian tribes consistent with federal law.

The authority for the Project Sponsor to enter into this State/Municipal Agreement with the State is provided by Wis. Stats. secs. 86.25(1), (2), and (3) and Wis. Stats. sec. 66.0301.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project will be submitted for approval in a federally funded program. The Project Sponsor agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility – **Both the City of Watertown’s 2019 Parks and Open Space Plan and the 2019 Comprehensive Plan recommended the development of a comprehensive city-wide Bicycle and Pedestrian Path Network Plan. An integrated and expanded bicycle and pedestrian network will increase access to retail and employment opportunities as well as destinations such as schools, parks, and other attractions.**

Proposed Improvement – **Create a city-wide Bicycle and Pedestrian Path Network Plan to connect existing route segments and further integrate the City’s network with the Counties’ and nearby State bicycle and pedestrian networks.**

The Project Sponsor agrees to the following TAP program funding conditions, updated as of June 2022:

All Project Sponsors and processes, including real estate acquisition and environmental documentation, must comply with *A Sponsor’s Guide to Non-Traditional Transportation Project Implementation* (Sponsor’s Guide) and the current WisDOT Facilities Development Manual (FDM).

The subject project is funded with 80% federal funding up to a maximum of \$80,000 for all federally-funded project phases when the Project Sponsor agrees to provide funds in excess of the \$80,000 federal funding maximum, in accordance with TAP guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

The project is subject to a discretionary Disadvantaged Business Enterprise (DBE) goal assessment. The Catalogue of Federal Domestic Assistance (CFDA) number for this project is 20.205 – Highway Planning and Construction.

The subject project must be commenced within four (4) years of the project award date or the grant is rescinded. Sec. 85.021, Wis. Stats.

- 1) For construction projects, a project is commenced when construction is begun.
- 2) For planning projects, a planning project is commenced when the planning study is begun.
- 3) For non-infrastructure projects that do not fall within any of the above categories, a project is considered commenced on the date the State receives the first reimbursement request from the Project Sponsor, as noted on form DT1713 in the 'Date Received' field.

Project Award date: July 26, 2022

Commencement deadline: July 26, 2026

Sunset (Completion) Date: June 30, 2029

The project commencement deadline is fixed by statute and may not be extended.

The subject project must be completed by June 30, 2029, and the Project Sponsor must submit a project completion certificate to the State on or before this date. Sunset Date is determined based on the date a project is scheduled to be authorized. Sunset date is calculated as six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled. The State may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

In the summary funding table below, the federal share of the total estimated cost distribution indicates the maximum amount of federal funding available to the project, to be distributed across federally-funded project phases. The final Project Sponsor share is dependent on the final federal participation, and the actual costs will be used in the final division of costs for billing and reimbursement.

SUMMARY OF COSTS					
PROJECT TYPE	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
ID					
1009-22-06	\$100,000	\$80,000	80%**	\$20,000	BAL*
Total Est. Cost Distribution	\$100,000	\$80,000	MAX	\$20,000	N/A

*This project has a TAP federal funding maximum of \$80,000. This maximum is cumulative for all federally funded project phases.

This request is subject to the terms and conditions that follow (pages 4–8) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and in behalf of: _____(please sign in blue ink)		
Name	Title	Date
Signed for and in behalf of the State _____(please sign in blue ink)		
Merrill Mechler-Hickson <i>Name</i>	Chief, Local Program and Finance Section <i>Title</i>	_____ <i>Date</i>

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.
3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation*. The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in 23 U.S.C. sec. 139 and the National Environmental Policy Act (42 U.S.C. sec. 4321 et seq.).
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. Sec. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition, the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. All applicable DBE requirements that the State specifies.
 - d. Federal and state statutes that govern the Transportation Alternatives Program.
4. Additional applicable state and federal requirements may include, but are not limited to, the following:
 - a. Prevailing wage requirements, including but not limited to 23 U.S.C. sec. 113 and Wis. Stat. Sec. 103.50.
 - b. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. sec. 313 and Wis. Stat. Sec. 16.754.
 - c. Competitive bidding requirements set forth in 23 U.S.C. sec. 112 and Wis. Stat. Sec. 84.06.

STATE RESPONSIBILITIES AND REQUIREMENTS:

5. Funding for the project is subject to inclusion in the State's approved Transportation Alternatives Program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. Preliminary Engineering, Plan Development, Planning Study.
 - b. State Review Services.
 - c. Other eligible TAP non-infrastructure items as enumerated in the approved application.
6. Project items purchased with federal funding are for the primary use of the Transportation Alternatives Program.

7. State Disbursements:

- a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of reimbursement requests for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the State.
- b. A final adjustment of State payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

- 8. This line intentionally left blank
- 9. The work eligible for Federal and State participation will be administered by the Project Sponsor. The Project Sponsor is an eligible recipient of these grant funds pursuant to Wis. Stat. Sec. 85.021 and federal law.
- 10. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. sec. 112 and Wis. Stat. Sec. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR sec. 172 and procedures published in the WisDOT FDM,) Chapter 8, Consulting Services.
- 11. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation*. The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted
- 12. The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State, before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities working on behalf of the Project Sponsor, are required to comply with the Federal and State rules and requirements for projects being administered through a local letting process.
- 13. The project, in accordance with its scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities.
- 14. This line intentionally left blank
- 15. This line intentionally left blank
- 16. Work to be performed by the Project Sponsor without Federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.
- 17. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.
- 18. The project is subject to a discretionary DBE goal assessment.
- 19. The Project Sponsor will not proceed with any State/Municipal Agreement revisions without first receiving prior approval from the State. A change order must be executed for revisions to the State/Municipal Agreement prior to the Project Sponsor's request for reimbursement for the revisions.
- 20. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.

21. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project upon demand.
22. Sponsors of TAP projects within the Safe Routes to School (SRTS) eligibility category are required to conduct pre and post project/activity surveys using the SRTS Parent Survey and Student Tally Sheets. The results will be provided to the State at the conclusion of the project.
23. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.
24. Federal Single Audits of the Project Sponsor: The Project Sponsor shall allow the State and auditors to have access to the Project Sponsor's records and financial statements as necessary for the State, per 2 CFR s. 200.331(a).
25. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stats. sec. . 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.
26. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stats sec. 51.01 (5), sexual orientation as defined in Wis. Stats sec. 111.32 (13m), or national origin.
27. When applicable to the project, the Project Sponsor will at its own cost and expense:
 - a. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
 - b. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
28. It is further agreed by the Project Sponsor that:
 - a. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
 - b. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

29. The subject project must be completed by the project completion date, listed on page 2 of this State/Municipal Agreement, and the Project Sponsor must submit a project completion certificate to the State on or before this date. The State may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

LEGAL RELATIONSHIPS:

30. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. secs. 4331 - 4332, 23 U.S.C. sec. 138 or Public Law 91-646 (1971).

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

It is the express intent of this provision that a Project Sponsor that is a county, town or municipality may and should contractually pass on this entire Responsibility for Damage and Tort Claims provision to any public and private entities with which it may subcontract any of the work covered by this State/Municipal Agreement.

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under Wis. Stat. Sec. 779.14.
- b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.

31. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:

- a. Are not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
- b. Have not, within a three-year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local)

transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated above;
- d. Have not within a three-year period preceding this State/Municipal Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default; and
- c. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are currently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, State or Local transaction by any Federal, State or Local department, agency or official.

32. *Contract Modification:* This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.

33. *Binding Effects:* All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.

34. *Choice of Law and Forum:* This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and, in any deed, executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

35. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State’s sovereign immunity.

PROJECT FUNDING CONDITIONS

36. *Non-Appropriation of Fund:* With respect to any payment required to be made by the State under this State/Municipal Agreement, the parties acknowledge the State’s authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Wisconsin Legislature. If such funds are not so appropriated, either the Project Sponsor or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.

37. *Maintenance of Records:* During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the State. The State reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete. Records pertaining to the performance of the State/Municipal Agreement are subject to disclosure pursuant to Wis. Stats. Sec. 19.31 et seq. and shall be preserved by the Project Sponsor.

38. The Project Sponsor agrees to the following State Fiscal Year 2022-2026 TAP project funding conditions: The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of TAP funds shown on page 3 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of \$80,000.00 is cumulative for all federal funded project phases.

DRAFT RESOLUTION TO APPROVE STATE/MUNICIPAL FINANCIAL AGREEMENT FOR CITY-WIDE BIKE & PEDESTRIAN NETWORK PLAN

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

WHEREAS, The City of Watertown received Wisconsin Department of Transportation (WisDOT) Noninfrastructure Transportation Alternatives Program (TAP) funding for a City-wide Bicycle and Pedestrian Network Plan for work to commence in 2024; and,

WHEREAS, the State of Wisconsin is seeking a State/Municipal financial agreement (SMFA) for the City-wide Bicycle and Pedestrian Network Plan; and,

WHEREAS, the SMFA for City-wide Bicycle and Pedestrian Network Plan to connect existing route segments and further integrate the City’s network with the Counties’ and nearby State bicycle and pedestrian networks went before the Finance Committee and received support; and,

WHEREAS, the State of Wisconsin will be responsible for 80% of eligible funding, or a maximum of \$80,000; and,

WHEREAS, the City will be responsible for 20% of the project costs, or \$20,000, and any other non-participating expenses under the agreement.

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

That the proper city officials are hereby authorized to approve the SMFA for a City-wide Bicycle and Pedestrian Network Plan for work to commence in 2024.

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

ADOPTED September 17, 2024

CITY CLERK

APPROVED September 17, 2024

MAYOR

MEMO

Engineering Division of the Public Works Department

To: Mayor McFarland and Committee Members

From: Andrew Beyer, P.E.

Date: September 4, 2024

Subject: Finance Committee Agenda Narrative for September 9, 2024

Background

Agenda Item:

Review and take possible action: State Municipal Financial Agreement with Wisconsin Department of Transportation for S. Church Street Shared-Use Path Transportation Alternatives Program (TAP) Project

BACKGROUND

At the August 12, 2024, Finance Committee meeting, Engineering Division presented a summary of successful grant project submittals that resulted in partial project funding. One of the successful grant projects was:

<u>Awarded Grant</u>	<u>Project</u>	<u>Grant Period</u>	<u>Award</u>
Transportation Alternatives Program (TAP)	S. Church Street Shared-use Path Construction	2024-2028	\$1,213,256

To continue to move this project forward requires the City enter into a State Municipal Financial Agreement (SMFA) with the Wisconsin Department of Transportation (WisDOT). Attached is a copy of the SMFA, and a draft resolution for your review.

Attachments:

- SMFA
- Draft resolution



MEMO

Budget Goal

2024 Operation Goals #1, #4, & #5.

Financial Impact

Funding for design and construction will be placed in future annual budgets.

Recommendation

Engineering Division offers the option to approve authorizing Mayor McFarland to sign the WisDOT TAP Grant for the S. Church Street Shared Use Path State Municipal Financial Agreement (SMFA).

2024 Operational Goals

1. Proactively maintains and improves our parks and infrastructure in an effort to ensure quality, safety and compliance
2. Supports employee retention and growth, and also works to address critical staffing areas
3. Invests in the assessment, strategic planning and maintenance of our city buildings
4. Promotes and fosters innovative approaches for community development and growth
5. Maintains a safe and healthy community, and expands community education on safety and health

	<p>STATE/MUNICIPAL AGREEMENT FOR AN INFRASTRUCTURE TRANSPORTATION ALTERNATIVES PROGRAM (TAP) PROJECT</p>	<p>Date: August 19, 2024 I.D.: 3997-03-04/74 WisDOT UEI #: CBE4JHP1S8H7 Project Sponsor UEI #: TBD FAIN ID: Federal Award Identification Number (TBD) Project Title: C Watertown, Shared Use Path Location/Limit: Jefferson Rd to Air Park Dr Project Length (if applicable): Project Sponsor: City of Watertown County: Jefferson MPO Area (if applicable): N/A</p>
<p>Subprogram #: 290 Program Name: TAP</p>		

The signatory, the **City of Watertown**, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State or WisDOT, to initiate and effect the transportation project hereinafter described.

Wisconsin Statute 85.021 authorizes the State to administer a program to award grants of assistance to certain political subdivisions, state agencies, counties, local government units, Indian tribes, consistent with federal law.

The authority for the Project Sponsor to enter into this State/Municipal Agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301(2) of the Wisconsin Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project will be submitted for approval in a federally funded program. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility and Proposed Improvement - **The proposed path will connect residential areas schools with on-campus housing along Main Street to large retail, medical and employment areas south of the airport. The proposed path will connect with the Air Park Drive shared-use path, connecting multi-family housing with downtown Watertown employment, parks, schools and the Public Library. Bicyclists using the Glacial River Trail will now have a safe connection to reach employment and other opportunities along the S. Church Street corridor and along the Downtown Main Street area. This route has been a Task Force priority, and is expected to be a key connector between southern Watertown and the central/northern portions of Watertown in the upcoming city-wide bicycle and pedestrian path network plan.**

The City of Watertown is proposing to construct a new concrete shared-use path along S. Church St./STH 26 from Jefferson Road south to Air Park Drive.

The Project Sponsor agrees to the following Federal Fiscal Year 2024-2028 TAP project funding conditions:

All Project Sponsors and processes, including real estate acquisition and environmental documentation, must comply with *A Sponsor's Guide to Non-Traditional Transportation Project Implementation* (Sponsor's Guide) and the current WisDOT Facilities Development Manual (FDM).

The subject project is funded with 80% federal funding up to a maximum of \$1,213,256.66 for all federally-funded project phases when the Project Sponsor agrees to provide funds in excess of the \$1,213,256.66 federal funding maximum, in accordance with TAP guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

The project is subject to a discretionary Disadvantaged Business Enterprise (DBE) goal assessment. The Catalogue of Federal Domestic Assistance (CFDA) number for this project is 20.205 – Highway Planning and Construction.

The subject project must be commenced within four (4) years of the project award date, or the grant is rescinded. Sec. 85.021, Wis. Stats.

- 1) For construction projects, a project is commenced when construction is begun.
- 2) For planning projects, a planning project is commenced when the planning study is begun.
- 3) For non-infrastructure projects that do not fall within any of the above categories, a project is considered commenced on the date that WisDOT receives the first reimbursement request from the Project Sponsor, as noted on form DT1713 in the 'Date Received' field.
- 4) For design-only projects, a project is commenced when design is begun and/or when a contract is signed and executed with the consulting firm that has been selected to lead the project design effort.

Project Award date: June 4, 2024

Commencement deadline: June 4, 2028

Completion deadline: 6/30/2030

The project commencement deadline is fixed by statute and may not be extended.

The subject project must be completed by **6/30/2030**, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. WisDOT may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

In the summary funding table below, the federal share of the total estimated cost distribution indicates the maximum amount of federal funding available to the project, to be distributed across federally-funded project phases. The final Project Sponsor share is dependent on the final federal participation, and the actual costs will be used in the final division of costs for billing and reimbursement.

SUMMARY OF COSTS					
PROJECT TYPE	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
ID 3997-03-04					
Design	\$0	\$0	0%	\$0	100%
State Review	\$11,760	\$0	0%	\$11,760	100%
<i>Project totals</i>	<i>\$11,760</i>	<i>\$0</i>		<i>\$11,760</i>	
ID 3997-03-74					
Participating Construction	\$1,263,809.36	\$1,011,047.49	80%	\$252,761.87	20% + BAL
Construction Engineering	\$189,571	\$151,656.80	80%	\$37,914.20	20% + BAL
State Review	\$63,190.47	\$50,552.37	80%	\$12,638.10	20% + BAL
<i>Project totals</i>	<i>\$1,516,570.83</i>	<i>\$1,213,256.66</i>		<i>\$303,314.17</i>	
Total Est. Cost Distribution	\$1,528,330.83	\$1,213,256.66	MAX	\$315,074.17	N/A

*This project has a TAP federal funding maximum of \$1,213,256.66. This maximum is cumulative for all federally funded project phases.

This request is subject to the terms and conditions that follow (pages 4–10) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and in behalf of: City of Watertown		
Name	Title	Date
Signed for and on behalf of the State of Wisconsin		
Name	Title	Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when/if each project phase or ID is authorized and available for charging.
3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation*. The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in 23 U.S.C. 139 and the National Environmental Policy Act (42 U.S.C. 4321 et seq.).
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. Sec. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. All applicable DBE requirements that the State specifies.
 - d. Federal and state statutes that govern the Transportation Alternatives Program (TAP), including but not limited to and Wis. Stat. Sec. 85.021 and all applicable federal laws.
4. Additional applicable state and federal requirements may include, but are not limited to, the following:
 - a. Prevailing wage requirements, including but not limited to 23 U.S.C. 113.
 - b. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. Sec. 16.754.
 - c. Competitive bidding requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06.
5. TAP is a covered program under the Justice40 initiative. Justice40 is an opportunity to address gaps in transportation infrastructure and public services by working toward the goal that at least 40% of the benefits from many of our grants, programs, and initiatives flow to disadvantaged communities. More information about meeting Justice40 requirements can be found at the following link: <https://www.transportation.gov/equity-Justice40>

STATE RESPONSIBILITIES AND REQUIREMENTS:

6. Funding for the project is subject to inclusion in Wisconsin's approved Transportation Alternatives Program. Federal funding for approved projects will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, curb and gutter, sidewalk, and replacement of disturbed driveways in kind.

- b. Storm sewer mains necessary for the surface water drainage.
 - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - d. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - e. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects.
 - f. New installations or alteration of street lighting and traffic signals or devices.
 - g. Landscaping.
 - h. State Review Services for construction ID 3997-03-74.
 - i. Other eligible TAP non-infrastructure items as enumerated in the approved application.
7. Project items purchased with federal funding are for the primary use of the Transportation Alternatives Program.
8. State Disbursements:
- a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of Reimbursement Requests for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the State.
 - b. A final adjustment of State payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

9. Work necessary to complete the TAP project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project:
- a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT FDM.
 - h. Preliminary engineering and design.

- i. Real estate for the improvement.
 - j. State review services for design ID 3997-03-04
10. The work eligible for Federal and State participation will be administered by the Project Sponsor. The Project Sponsor is an eligible recipient of these grant funds pursuant to Wis. Stat. Sec. 85.021 and all applicable federal laws.
 11. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR 172 and procedures published in the WisDOT FDM, Chapter 8, Consulting Services.
 12. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation*. The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted.
 13. The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State, before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities working on behalf of the Project Sponsor, are required to comply with the federal and state rules and requirements for projects being administered through a local letting process.
 14. The project, in accordance with its scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities.
 15. A copy of the plans, specifications, and estimates containing the engineer's, architect's, or landscape architect's seal as prepared for bidding purposes (in accordance with project scope) must be provided to the State for approval prior to advertising the project for bids.
 16. The project will take place in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Project Sponsor unless such exception is granted.
 17. Work to be performed by the Project Sponsor without Federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.
 18. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.
 19. The project is subject to a discretionary DBE goal assessment.
 20. The Project Sponsor will not proceed with any State/Municipal Agreement revisions without first receiving prior approval from the State. A change order must be executed for revisions to the State/Municipal Agreement prior to the Project Sponsor's request for reimbursement for the revisions.
 21. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.
 22. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project upon demand.

23. Sponsors of TAP projects within the Safe Routes to School eligibility category are required to conduct pre and post project/activity surveys using the SRTS Parent Survey and Student Tally Sheets. The results will be provided to the State at the conclusion of the project.
24. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all Local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by Federal and State law and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.
25. The Project Sponsor shall allow the State and US Department of Transportation auditors to have access to the Project Sponsor's records and financial statements as necessary for determining the presence of and compliance with all information and requirements specified in 2 CFR 200.332-(a) as amended effective November 12, 2020.
26. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in S. 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.
27. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
28. When applicable to the project, the Project Sponsor will at its own cost and expense:
- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
 - e. Provide relocation orders and real estate plats and easements, as required by the project.
 - f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - g. Provide maintenance and energy for lighting.

- h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

29. It is further agreed by the Project Sponsor that:

- a. The Project Sponsor assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the project and relieves the State and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this State/Municipal Agreement.
- b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

29. The subject project must be completed by the project completion date, listed on page 2 of this State/Municipal Agreement, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. WisDOT may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

LEGAL RELATIONSHIPS:

30. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State, also, shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331 - 4332, 23 U.S.C. 138 or Public Law 91-646.

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the State/Municipal Agreement are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

It is the express intent of this provision that a Project Sponsor that is a county, town or municipality may and should contractually pass on this entire Responsibility for Damage and Tort Claims provision to any public and private entities with which it may subcontract any of the work covered by this State/Municipal Agreement.

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under Wis. Stat. Sec. 779.14.
- b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.

31. The Project Sponsor, also known as the primary participant, certifies to the best of its knowledge and belief, that it and its principals, in accordance with all applicable Federal and State statutory and regulatory requirements:

- a. Are not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
- b. Have not, within a three-year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated above;
- d. Have not within a three-year period preceding this State/Municipal Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default; and
- e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants, have certified in writing that neither they nor their principals are currently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, State or Local transaction by any Federal, State or Local department, agency or official, as set forth in, but not limited to, the terms described in 2 CFR 200.214.

32. *Contract Modification:* This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.

33. *Binding Effects:* All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.

34. *Choice of Law and Forum:* This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

35. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

PROJECT FUNDING CONDITIONS

36. Non-Appropriation of Fund: With respect to any payment required to be made by the State under this State/Municipal Agreement, the parties acknowledge the State's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Project Sponsor or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
37. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the State. The State reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

Records pertaining to the performance of the State/Municipal Agreement are subject to disclosure pursuant to Wis. Stats. Sec. 19.31 et seq., and shall be preserved by the Project Sponsor.

38. The Project Sponsor agrees to the following State Fiscal Year 2024-2028 TAP project funding conditions: The maximum participation of federal/ earmark funding will be limited to 80% of the actual eligible project cost or the total cost distribution of TAP funds shown on page 3 of this State/Municipal Agreement, whichever is less. The project federal/earmark funding maximum of **\$1,213,256.66** is cumulative for all federal/earmark funded project phases.
39. Federal Inactive List: Once a project has received its authorization to incur costs letter until the competition of the project, reimbursement requests must be submitted periodically. Failure to submit reimbursement requests may result in the project being placed on a federal inactive list and therefore, risks losing federal funding. As such, reimbursement requests should be submitted quarterly to indicate continued activity on the project.

DRAFT RESOLUTION TO APPROVE STATE/MUNICIPAL FINANCIAL AGREEMENT FOR SOUTH CHURCH STREET SHARED USE PATH

SPONSOR: MAYOR MCFARLAND FROM: FINANCE COMMITTEE

WHEREAS, The City of Watertown received Wisconsin Department of Transportation (WisDOT) Infrastructure Transportation Alternatives Program (TAP) funding for a South Church Street Shared Use Path to be completed by June 30, 2030; and,

WHEREAS, the State of Wisconsin is seeking a State/Municipal financial agreement (SMFA) for the South Church Street Shared Use Path; and,

WHEREAS, the SMFA for the South Church Street Shared Use Path that will provide a bike and pedestrian connection to large retail, medical and employment areas south of the airport went before the Finance Committee and received support; and,

WHEREAS, the State of Wisconsin will be responsible for 80% of eligible funding, or up to a maximum of \$1,213,256.66; and,

WHEREAS, the City will be responsible for 100% of design expenses; and,

WHEREAS, the City will be responsible for 20% of the project construction costs, or \$303,314.17, Design State Review fees of \$11,760.00 for a total of \$315,074.17, and any other non-participating expenses under the agreement.

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

That the proper city officials are hereby authorized to approve the SMFA for the S. Church Street Shared Use Path for work to be completed by June 30, 2030.

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

ADOPTED September 17, 2024

CITY CLERK

APPROVED September 17, 2024

MAYOR

MEMO

Engineering Division of the Public Works Department

To: Mayor McFarland & Finance Committee Members

From: **Andrew Beyer, P.E., Director of Public Works/City Engineer**

Date: 9/4/2024

Subject: Riverside Park Creek Cost Share Agreement

Background

Review and take possible action: Cost-share agreement with Dodge County for Riverside Park Creek Improvement project for up to \$10,000

Background:

Engineering Division staff have been working with Dodge County Land & Water Conservation Department on a plan to improve the streambanks and water flow of Riverside Park Creek, a tributary to the Rock River since 2022. Approximately 1,200 feet of the creek have been studied, modeled, designed and permitted, resulting in a creek improvement project that the City is ready to complete this fall. This project will remove blockages within the creek that impeded stormwater flows from residential and institutional areas upstream, causing frequent flooding of the creek and overflow into the park areas. This project will also fortify the streambanks that are eroding and contributing to excess sedimentation and water quality impairments downstream and in the Rock River. Completion of this project will be included in the Wisconsin Department of Natural Resources' Municipal Separate Storm Sewer System (MS4) Permit 2024 Annual Report and listed as progress toward required Rock River Total Maximum Daily Load (TMDL) sediment and phosphorus reduction goals.

Dodge County LWCD administers a cost-share program, offering 50% reimbursement of project costs up to \$10,000 for creek improvement projects. Cost share agreements are required to be signed before the project begins to be eligible for reimbursement. The Riverside Park Creek Improvement Project is eligible for \$9,129.87 dollars from Dodge County for implementation of this project.



MEMO

Budget Goal

1. Proactively maintains and improves our parks and infrastructure in an effort to ensure quality, safety and compliance

Financial Impact

The Riverside Park Creek Improvement Project was included in the 2024 stormwater utility budget, Capital Outlay, account #16-58-16-60. Reimbursement of \$9,129.87 would stretch the capital outlay budget further.

Recommendation

Engineering Division staff request approval to enter into a cost-share agreement with Dodge County LWCD for reimbursement of \$9,129.87 for this construction project.

2024 Operational Goals

2. Proactively maintains and improves our parks and infrastructure in an effort to ensure quality, safety and compliance
3. Supports employee retention and growth, and also works to address critical staffing areas
4. Invests in the assessment, strategic planning and maintenance of our city buildings
5. Promotes and fosters innovative approaches for community development and growth
6. Maintains a safe and healthy community, and expands community education on safety and health



SOIL AND WATER RESOURCE MANAGEMENT GRANT PROGRAM Sec. 92.14, Wis. Stats

COST-SHARE CONTRACT

(DATCP approval required for cost-share amounts over \$50,000)

This contract is made and entered into by and between Dodge County Land Conservation Committee, and landowner(s) City of Watertown and grant recipient(s) _____. This contract is complete and valid as of the date signed by the county representative.

In consideration of the terms and conditions herein, the parties agree to this contract as set forth in the following Sections 1, 2, and 3, and any addenda that are annexed and made a part hereof.

NOTE 1: It is not necessary to notarize signatures unless this contract will be recorded. If there are additional landowners or any grant recipients, check here [] and attach Exhibit A1. NOTE 2: Only properly authorized person(s) can sign in a representative capacity and must sign in such capacity if the landowner is a corporation, trust, estate, partnership, limited partnership, or limited liability company.

Recording Area
Agency Name & Return Address
Parcel Identification Number
291-0915-3433-013
291-0915-3433-002

LANDOWNER/REPRESENTATIVE DATE
PRINT OR TYPE NAME: EMILY MCFARLAND
State of Wisconsin)
County) ss.
This instrument was acknowledged before me on (date)
by (name of landowner or representative)
as (representative's position or type of authority, if applicable)
for (name of entity on behalf of whom instrument was executed, if applicable)
SIGNATURE PRINT NAME
Notary Public, State of Wisconsin
My commission expires (is permanent).

SIGNATURE OF COUNTY REPRESENTATIVE DATE
PRINT OR TYPE NAME: JOHN BOHONEK
State of Wisconsin)
County) ss.
This instrument was acknowledged before me on (date)
by (name of county representative)
as of
SIGNATURE PRINT NAME
Notary Public, State of Wisconsin
My commission expires (is permanent)

A. The landowner/grant recipient agrees:

1. To install and maintain cost-shared practice(s) listed in Section 3, consistent with the plans and specifications referenced in Section 3, during periods identified in Section 3.
2. To make all payments for which the landowner/grant recipient (hereinafter referred to as “landowner”) is obligated under this contract, as specified in Section 3. Landowners are responsible for all payments for state or local administrative permit fees.
3. To provide the county with evidence of payment, as applicable, for services, supplies, and practices performed or installed pursuant to this contract. Proof of payment may be in the form of a statement or invoice, or receipts or cancelled checks with the related vendor contract. For services provided by the landowner, the landowner shall submit a detailed invoice or cost-estimate for those services.
4. To maintain the cost-shared practice for at least 10 years from the date of installation, except for these “soft” practices: contour farming, cover and green manure crop, nutrient management, pest management, residue management, and strip-cropping. Soft practices must be maintained for each year cost-share funds are provided, as specified in Section 3. Extended maintenance periods apply if land is taken out of production for more than 10 years, as specified in Section 3.
5. To operate and maintain each cost-shared practice for the required maintenance period following the certification of installation or replace it with an equally effective practice. To refrain, during the maintenance period, from actions that may reduce a practice’s effectiveness, or result in water quality problems. The landowner agrees to follow an operation and maintenance (O&M) plan or other maintenance requirements including those in ATCP 50.62, Wis. Admin. Code. All nutrient management plans must comply with s. ATCP 50.04(3), Wis. Admin. Code.
6. To repay cost-share funds immediately, upon demand by the county, if the landowner fails to operate and maintain the cost-shared practice according to the contract. Repayment of grant funds shall not be required if a practice(s) is rendered ineffective during the required maintenance period due to circumstances beyond the control of the landowner.
7. To the recording of this contract, including the legal description of the subject property, with the deed to the subject property, if cost-sharing exceeds \$14,000 unless this contract cost-shares only practices listed in s. ATCP 50.08 (5) (b). This contract shall be recorded before the county makes any cost-share payment to the landowner. Upon recording, this contract constitutes a covenant running with the land described in Section 1B, and is binding on subsequent owners, heirs, executors, administrators, successors, trustees, and assigns, and users of the land for the period set forth in Section 3.
8. To comply with (i) the performance standards, prohibitions, conservation practices and technical standards under s. 281.16, Stats., (ii) plans approved under ss. 92.14, 92.15 (1985 Stats.), 92.10 and 281.65, Stats., and (iii) the practices necessary to meet the requirements of this contract, and to continue such compliance after the term of this contract, without further cost-sharing, if the landowner has received cost-sharing for compliance at least equal to the cost-sharing required under s. ATCP 50.08, Wis. Admin. Code. There is no requirement for continuing compliance for land that is taken out of production unless cost-sharing is provided.
9. To acknowledge receipt of a notice provided by the county explaining continuing compliance requirements arising out of the installation of specific cost-shared practices. (Initial here _____, _____, _____, _____.)
10. Not to discriminate against contractors because of age, race, religion, color, handicap, gender, physical condition, developmental disability, or national origin, in the performance of responsibilities under this contract.
11. To make any changes to this contract, including changes in project components and costs, according to the procedures set forth in Section 2.C.3.
12. To the county’s right to stop work, or withhold cost-share grant funds, if it is found that the landowner, grant recipient, or construction contractor in their employ has violated ch. 92, Wis. Stats., ch. ATCP 50, Wis. Admin. Code, or has breached this contract.

Landowner Initials	Date	Spouse Initials	Date	Grant Recipient Initials	Date	Spouse Initials	Date	County Reps. Initials	Date

B. The county agency agrees:

1. To enter this cost-share contract only after the Land Conservation Committee has authorized the cost-sharing of this project.
2. To provide technical assistance for the design, construction, and installation of cost-shared practice(s) according to applicable standards in ch. ATCP 50, Wis. Admin. Code. The county agrees to provide written notice, when applicable, to inform each landowner and grant recipient of the full ramifications of a cost-share contract, including future compliance obligations. The county further agrees to ensure that cost-shared practices are maintained as required in II. A. 4 by securing O&M plans and performing site checks as needed.
3. To use the most cost-effective methods to address the water quality concerns of this project, and apply cost containment procedures, consistent with ch. ATCP 50, Wis. Admin. Code, when estimating and paying for cost-shared practice(s).
4. To provide cost-share funds to the landowner, in the amounts specified in Section 3 and any amendments, upon proof that (i) the landowner has made all payments for which the landowner is responsible under the contract, (ii) the practice(s) are designed and installed according to standards in ch. ATCP 50, Wis. Admin. Code and this contract, including compliance with applicable construction site erosion control standards, and (iii) nutrient management plans comply with s. ATCP 50.04(3) Wis. Admin. Code. The county may make payments to third parties as provided in s. ATCP 50.40(13), Wis. Admin. Code.
5. To collect and retain all contract-related documents regarding operation and maintenance, proof of certification of design and installation, change orders, receipts and payments, and other referenced materials for a minimum of three years after making the last cost-share payment to the landowner, or for the duration of the maintenance period of this contract, whichever is longer. Records may be retained longer to demonstrate that a landowner meets the cost-sharing exemption under s. ATCP 50.08(5), Wis. Admin Code. Payment records from the landowner and county must provide proof of payment in full for all cost-shared practices installed. Copies of records shall be made available to DATCP upon request.
6. To record this contract, including the legal description of the subject property, with the deed to the subject property, as required under Section 2.A.7. Contracts may be recorded if not required under Section 2.A.7.
7. To coordinate eligibility for DATCP cost-share funding, and to follow required reimbursement procedures to facilitate timely cost-share payment(s) to the landowner, including the submission of certification forms to DATCP documenting that cost-shared practice(s) have been properly installed in accordance with this contract and paid for.

C. General conditions of the contract

1. State cost-share reimbursement amounts in Section 3 are contingent on receiving DATCP funding. The county may cancel this contract, in whole or in part, due to non-availability of DATCP funds. A county is responsible for contract grant amounts when the county makes cost-share commitments beyond the amount of its DATCP annual allocation or the county fails to obtain DATCP approval required under 2.C.2.
2. Written approval from DATCP shall be obtained before this contract is executed or amended if the DATCP cost-share amount exceeds \$50,000, and such approval shall be attached to, and made part of, this contract.
3. This contract may be amended, by mutual written agreement of the parties, during the installation or maintenance periods, if the proposed changes will provide equal or greater control of water pollution. For any changes in practice components or costs, the county will determine eligibility and whether to approve such changes. Counties must use a “Cost-Share Contract Change Order” form (ARM-LR-166) for changes prior to or during the installation and maintenance periods. Except as otherwise provided in the “Change Order” form, any completed “Change Order” form must be attached to, and made part of, this contract. Changes to this contract that increase the DATCP cost-share amount over \$14,000 or \$50,000 are subject to requirements in Sections 2.A.7., regarding recording and 2.C.2., regarding DATCP approval, respectively.
4. This contract is void if, prior to installation, the county determines that due to a material change in circumstances the proposed practices will not provide cost-effective water quality benefits.

Landowner Initials	Date	Spouse Initials	Date	Grant Recipient Initials	Date	Spouse Initials	Date	County Reps. Initials	Date

SECTION 3. PRACTICES, COST, COST-SHARE AMOUNTS, AND INSTALLATION SCHEDULE

The parties agree to the following related to the conservation practices, technical design and specifications, eligible costs, cost-share rates and amounts, and rate set forth below.

Name of Person Preparing Technical Design: Jared Winter Representing: (COUNTY OR PRIVATE ENGINEERING FIRM) Dodge County	Technical Standards Used in the Design: (LIST NAME AND DATE OF NRCS, DNR OR OTHER STANDARDS EMPLOYED IN THE DESIGN) USDA-NRCS Streambank and Shoreline Protection, 9/21	USE OF THE 3 BOXES BELOW IS OPTIONAL	
		REPRESENTING: N/A	DATE OF APPROVAL: N/A
		AMOUNT OF COST-SHARE CONTRACT APPROVED: \$N/A	

*	Cost-Shared Item Description ss. ATCP 50.62 to 50.98, 50.40 (15) & (18), & 50.08 (3) and (4)	Yrs of CS**	Quantity (Use Standard Units)	Unit Cost or Flat Rate \$	Estimated Total Cost \$	COST-SHARE RATE			ESTIMATED COST-SHARE AMOUNTS			
						State %***	Grantee %	County/other %	DATCP \$	Grantee \$	County/other \$	
<input type="checkbox"/>	ATCP 50.88 Streambank and Shoreline Protection		366 Ln. Ft.	\$49.89	\$18,259.74	50%	50%	-----	\$9,129.87	\$9,129.87	-----	
<input type="checkbox"/>												
<input type="checkbox"/>												
<input type="checkbox"/>												
<input type="checkbox"/>												
<input type="checkbox"/>												
<input type="checkbox"/>												
					TOTALS	\$18,259.74				\$9,129.87	\$9,129.87	-----

* Must check if the 50% maximum rate applies based on the installation of a practice after January 1, 2014 under one of these two conditions:
a. The practice is installed on land owned by a local governments
b. Cost-sharing is provided for access roads (ATCP 50.65) , roof runoff system (ATCP 50.85), stream bank or shoreline protection (ATCP 50.88), stream crossing (s. ATCP 50.885), or wetland development or restoration (ATCP 50.98) and the practice does not implement a farm performance standard.
** Enter the number of years the practice is cost-shared only if the contract provides for (a) more than one year of cost-sharing for soft practices (contour farming, cover and green manure crop, nutrient management, pest management, residue management, and strip-cropping), (b) land taken out of production for more than one year, or (c) CREP equivalent payments for riparian land taken out of production. For “soft practice” payments, the landowner receives the full contract amount after the practice is certified, and has a contractual obligation to maintain the practice for the number of years cost-shared. For “land out of production” payments under ATCP 50.08(3) (d), the landowner receives the sum of the landowner’s annual cost for the period specified in the contract. A landowner’s annual cost equals the number of affected acres multiplied by the per-acre weighted average soil rental rate in the county on the date of the cost-share contract. For CREP equivalent payments authorized under ATCP 50.08(4), the landowner receives an amount equal to the amount that would be offered under the CREP program if the affected lands were enrolled in that program. To receive a CREP- equivalent payment, a landowner must keep riparian land out of production for 15 years, or in perpetuity, and must agree to contract terms similar to those imposed by the CREP program. Insert “P” if the land is taken out of production in perpetuity. Cost-share practices must be operated and maintained in accordance with O&M plans and other requirements that may apply
*** May exceed 70 percent only if the farm landowner qualifies for economic hardship.

Landowner Initials	Date	Spouse Initials	Date	Grant Recipient Initials	Date	Spouse Initials	Date	County Rep. Initials	Date
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General Fee Schedule

The fees for the **Building, Safety, & Zoning**, **Parks, Recreation & Forestry**, and **Public Health** Departments are not included in this General Fee Schedule.

The schedules for these other departments are located on the department pages found at www.watertownwi.gov.

Code Section	Description	Fee Amount
Adult Entertainment Establishments		
§ 205-5	Adult entertainment license application	\$500
§ 205-7B	Adult entertainment license renewal	\$500 per year
Alarm Systems		
§ 216-2A	Alarm device permit fee	\$15
§ 216-4D	Response fees for false alarms: First and second (within a twelve month period) Third and subsequent (within a twelve month period)	Warning \$90 minimum
Alcohol Beverage Licenses (background check fees may apply)		
§ 220-3	Retail Class "A" fermented malt beverage license	\$100 per year
	Retail "Class A" liquor license	\$450 per year
	Retail Class "B" fermented malt beverage license	\$100 per year
	Retail "Class B" liquor license	\$450 per year
	Retail "Class C" wine license	\$100 per year
	Publication fee for new Retail License	\$175
	Publication fee for Retail License Renewal	\$45 per year
	Agent Change - Retail Licenses	\$10
	Premises Amendment (permanent & temporary)	\$10
	Provisional Retail License (with submission of regular Retail License)	\$15
	Beverage Operator's license	\$35 per year
	Provisional Operator's license (with submission of Beverage Operator's license application)	\$15
	Temporary (Picnic) Class "B", "Class B" License/Outdoor Open Container Event Permit	\$10
	Temporary Operator's license	\$10
	Reprint of License	\$2
Amusements (background check fees may apply)		
§ 224-4	Exhibition of circus or menagerie	\$35 per day
	Operation of roller skating rink	\$60
	Operation of pool halls, billiards rooms, game arcades (Misc Amusement)	\$60
	Operation of carnival or other entertainment with rides or games of chance	
	One Day	\$25
	Two Days	\$40
	Additional days (3+)	\$10 per day
Animals		
§ 228-1A	Dog license - per calendar year	
	Neutered or spayed	\$10
	Unaltered	\$15
	Replacement tag (1st)	\$2
	Replacement tag (2+)	Normal License Fee
	Service Dog (must provide service dog registration certificate)	No Charge
§ 228-2	Late fee per license	\$5
§ 228-10B	Permit for keeping animal other than domestic	\$10
	Inspection Required	\$10
§ 228-10C	Permit for keeping of larger number of domestic animals	\$10
	Inspection Required	\$10
Bicycles		
§ 240-3	Bicycle registration - life of the bicycle	\$5
	Replacement for lost decal	\$1
Cigarettes and Tobacco/Vapor Products		
§ 266-1	Cigarette and tobacco products retailer license	\$25 per year
Finance Department		
	Copy Charge	\$0.25 per page
	Special Assessment Letter	\$25 per parcel

Fires and Fire Prevention		
§ 303-8C	Fire inspections, additional fee after three inspections in six months	\$100 ea additional
§ 303-29D	False Alarms	
	First and second (within 12 month period)	Warning
	Third (within 12 month period)	\$250
	Fourth (within 12 month period)	\$500
	Fifth & beyond (within a 12 month period)	\$1,000
	Standbys	
	Staffed Ambulance, Brush Truck or Command Car	\$200 per hour
	Staffed Tender, Staffed Boat w/ Tow Vehicle	\$250 per hour
	Engine Company	\$300 per hour
	Ladder Company	\$400 per hour
	EMS Billing	
	Basic Life Support: Resident	\$1,100
	Basic Life Support: Non-resident	\$1,200
	Advanced Life Support: Resident	\$1,300
	Advanced Life Support: Non-resident	\$1,400
	Advanced Life Support 2: Resident	\$1,500
	Advanced Life Support 2: Non-resident	\$1,600
	Basic Life Support On Scene Care: Resident	\$500
	Basic Life Support On Scene Care: Non-resident	\$600
	Advance Life Support On Scene Care: Resident	\$900
	Advance Life Support On Scene Care: Non-resident	\$1,000
	Mileage- Resident and Non-resident	\$22
Housing Standards		
§ 332-6B(3)	Vacant property registration fee	\$50 per year
Nonmetallic Mining		
§ 377-24A	Nonrefundable plan review fee	\$500
§ 377-25B	Wisconsin Department of Natural Resources share of fee for sites on which no nonmetallic mining has	\$15
§ 377-25C	City of Watertown share of fee, annual fee established on an unreclaimed acre basis	\$50 per acre
§ 377-25D	Reduced fee for inactive mines	\$25 per acre
Pawnbrokers and Secondhand Dealers		
§ 403-9D(3)	Daily reporting failure fee	\$10
§ 403-11	Pawnbroker's license per year	\$210
	Secondhand article dealer's license per year	\$30
	Secondhand jewelry dealer 's license per year	\$30
Peace and Good Order		
§ 410-13F(2)	Fireworks permit (plus background check fees)	\$5
§ 410-45B	Dog impounding fee - plus costs of keeping animal	\$10
§ 410-45B(l)	Vicious dog appeal, administrative fee	\$50
§ 410-45D(2)(e)	Vicious dog special registration fee	\$25
Police Department		
§ 147-12	Warrant service fee	\$40
Solid Waste		
§ 446-13D	Yard waste exemption permit	\$25 per year
§ 446-20D	Residential - Not collected during weekly routes (price is per EACH item)	
	Appliances	
	Small appliance - Vacuum, carpet cleaner, coffee maker, toaster oven, etc..	\$3
	Medium appliance - Microwave, dehumidifier, air conditioner	\$15
	Large appliance - washer, dryer, dishwasher, water heater, stove, refrigerator, freezer etc.	\$20
	Bulbs & Ballasts	
	Bulb	\$0.50
	Flourescent bulb - less than 4'	\$0.50
	Flourescent bulb - 4 feet or larger	\$0.75
	Ballast	\$3
	Electronics	
	Computer monitor or laptop	\$10
	Computer, printer, copy machine, etc.	\$10
	CD, DVD, VHS, game counsel, stereo, answering machine, tablet, speaker, camera, etc.	\$5
	Keyboard, mouse, cord, charger, etc.	NO CHARGE
	Television	\$35

	Construction Debris			
	Construction debris - small load - car			\$25
	Construction debris - large load - pickup or trailer up to 8' length			\$50
	Punch card - limit 5 per year, small or large load charges apply after 5			\$100
	Furniture			
	Chair			\$10
	Entertainment center			\$10
	Loveseat			\$15
	Couch			\$25
	Hot tub			\$30
	Piano or organ			\$30
	Bulk item curbside pickup (double charge)			
	Recliner or Loveseat			\$30
	Couch (no mattress)			\$50
	Stove, washer, dryer, refrigerator or freezer			\$40
	Piano or organ			\$60
	Mattresses/Boxsprings (including bags)			\$20 each
	Bag			\$5
	Prebagged drop off			\$15
	Carpeting			\$1 per sq yard
	Battery, metal, oil, extra garbage/recycling			NO CHARGE
	** Residents living outside City of Watertown city limits receiving city services or a resident of a contracted township will be charged an additional \$5 per item.			
§ 446-28	Collection fee (residents)			\$14.08 per month
	Collection fee (non-residents)			\$19.08 per month
Special Events				
§ 428-7F	Special Event Permit- first application per year			\$50
	Special Event Permit- additional applications in calendar year			\$35
	Extraordinary Services - See Separate Fee Schedule			
Stormwater Management				
§ 453-6	Customer Class	Monthly Administrative Charge per Customer	Monthly Volume Charge per ERU	Monthly Pollutant Charge per ERU
	Single-family and duplex residential	\$2.13	\$5.61	\$4.78
	Public Authority	\$2.13	\$5.61	\$2.64
	Multifamily residential	\$2.13	\$5.61	\$3.63
	Commercial	\$2.13	\$5.61	\$5.14
	Industrial	\$2.13	\$5.61	\$4.24
	Institutional	\$2.13	\$5.61	\$2.64
Streets and Sidewalks				
§ 457-9	Sidewalk Cafes			\$0
§ 457-4	Sidewalk Permits			\$0
§ 457-4C	Curb and gutter driveway opening permit			
	Mandatory Administrative Fee			\$100
	Cost of City to Complete Work			\$200
	Applicant have Own Contractor Complete Work			\$0
	Sawing a sump pump hose connection to the curb and gutter			\$25
§ 457-6F(1)	Relaying of pavement - per square foot			
	High early concrete			\$7.00
	Concrete or brick			\$6.75
	Grayed bases and bituminous surface			\$3.35
	Temporary surface			\$1.75
	Seal coat over bituminous surface, if cut is made within 36 months of seal application			\$55 + bituminous surface cut costs
§ 457-7B(9)	Temporary encroachments or obstructions			\$35
§ 457-7D	Application for variance			\$5
§ 457-18.1	Food Vending on Public Streets			\$75
§ 457-24D	Utility Accomodation			
	Construct, Operator and Maintain Utilities within Right-of-Way			\$150
	Annual Service Connection Permit (ASCP) - per year			\$150
Taxicabs				
§ 468-4	Taxicab license fee, per year per vehicle - same licensee			\$25

Transient Merchants		
§ 480-4E	Transient merchant registration fee	\$20 per year
Vehicles: Abandoned and Junked		
§ 497-7D	Towed vehicle storage fee - per day	\$20
§ 497-7J	Purchased vehicle/accessories storage fee after the second business day after sale - per day	\$5
Wastewater Facilities		
§ 508-9J(8)	Wastewater discharge	
	Permit fee	\$175
	Sample charge, per site:	\$175
	Per sampling day for 24-hour composite	\$250
	Per grab sample	\$30
§ 508-17C(1)&(2)	Deduct meter	
	Security deposit per meter	\$55
	Annual fee	\$20
§ 508-18	Establishment of sewer service charges	See chapter text
Water and Sewer		
§ 512-18	Water turn on after repair to service pipe	
	During normal business hours	\$60
	After normal business hours	\$75



Office of the
Clerk
106 Jones Street
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Watertown, WI 53094-0477
(920) 262-4006

September 2024

TO: Members of the Finance Committee

FROM: Megan Dunneisen, City Clerk

RE: Fee Schedule Increase Recommendations

Background

The Clerk's office is responsible for the publishing, processing, and issuance of alcohol and other miscellaneous licenses/permits for the city. After review of our fee schedule, our actual costs, the State Statutes, and speaking with other municipalities, it was determined that some of our licensing fees should be recommended for an increase. Research of past increases provides a memo dated 2017 recommending an increase to one of the licenses I list below. This resulted in a resolution to increase the fee for the Class "B" Liquor license for half the amount recommended. Most of the licensing/permit fees have not been brought forward for review since 2004/2005. Furthermore, each year the newspaper cost for publishing has been increasing with no increase to the city's publication fee. I recommended that the below fee increases be taken into consideration with a January 1, 2025, implementation.

"Class B" Malt & Liquor fee increase from \$450 to \$500

WI. Statutes 125.51(3)(e)1. 1. The annual fee for a "Class A" license shall be determined by the municipal governing body and shall be the same for all "Class A" licenses, except that the minimum fee is \$50.00, and the maximum fee is \$500.00. Currently the City of Watertown charges \$450; I recommend an increase to \$500.00.

Class "A" Liquor increase from \$450 to \$500

WI. Statutes 125.51(2)(d)1. 1. The annual fee for a "Class A" license shall be determined by the municipal governing body and shall be the same for all "Class A" licenses, except that the minimum fee is \$50.00, and the maximum fee is \$500.00. Currently the City of Watertown charges \$450.00; I recommend an increase to \$500.00.

Liquor Licensing Publications

Currently Watertown charges \$175.00 for each retail alcohol beverage application. We are required by state statute to publish notice of any new license applications for 3 consecutive days. Each publication costs an average of around \$100.00 per insert. The city is currently losing money on liquor publications. I recommend an increase to \$300.00. Additionally, at renewal time each June, we must also publish notice. We are currently charging \$45.00 for each liquor license renewal; I recommend an increase to \$50.00.

Cigarette and Tobacco/Vapor Products

Changes that happened when Act 73 passed in 2023 include a more involved process for Tobacco licenses including the sale of any vapor products. The Department of Alcohol Beverage (DAB) is requesting that all Tobacco licenses appoint an agent, and all agents and members/officers of the business are background checked. Currently Watertown charges \$25.00 for a tobacco license, this amount is extremely low when compared to other municipalities; I recommend an increase to \$100.00.

Addition of Background Checks – including forms AB-100 and CTV-102 State prescribed background check forms for alcohol and tobacco

Once an application for any liquor license, beverage operator license, transient merchant, secondhand dealer, secondhand jeweler, firework, and carnival is received, they are forwarded to the Police Department for a background check. The current amount per background check is \$7.00, a cost determined by the Department of Justice (DOJ). These charges are unreimbursed charges to the Finance Department. The application fees cover staff time processing the application and, in most instances, do not include the additional cost of the background check that we are required, by law, to do. It is my recommendation that the background check fee is an additional charge to the applicant equal to the DOJ charge.

It is common for municipalities to charge an additional amount for a background check. In fact, it is so common that the DAB has added a separate line on their forms for this to be entered.

License(s) Requested: (up to two boxes may be checked)

- Class "A" Beer \$ _____
- "Class A" Liquor \$ _____
- "Class A" Liquor (cider only) \$ _____
- "Class C" Liquor (wine only) \$ _____
- Class "B" Beer \$ _____
- "Class B" Liquor \$ _____
- Reserve "Class B" Liquor \$ _____

Fees	
License Fees	\$
Background Check Fee	\$
Publication Fee	\$
Total Fees	\$

Fireworks

Currently Watertown charges \$5.00 for each firework permit application. This is on the low end of what other municipalities are charging. I recommend increasing this fee to \$100.00.

Transient Merchant

Currently Watertown charges \$20.00 for each Transient Merchant application. I recommend increasing this fee to \$50.00.

(See spreadsheet for comps)

Thank you for your consideration,

Megan Dunneisen, City Clerk

<u>DESCRIPTION</u>	<u>CURRENT COST</u>	<u>INCREASE AMOUNT</u>	<u>UPDATED COST</u>	<u>NOTES</u>
Class "A" Malt	\$100.00	\$0.00	\$100.00	+ AB-100s
"Class A" Liquor	\$450.00	\$50.00	\$500.00	+ AB-100s
"Class A" Combo	\$550.00	\$50.00	\$600.00	+ AB-100s
Class "B" Beer	\$100.00	\$0.00	\$100.00	+ AB-100s
"Class B" Liquor	\$450.00	\$50.00	\$500.00	
"Class B" Combo	\$550.00	\$50.00	\$600.00	+ AB-100s
"Class C"	\$100.00	\$0.00	\$100.00	+ AB-100s
Class "B" Beer and "Class C" Wine	\$200.00	\$0.00	\$200.00	+ AB-100s
AB-100 (alcohol background check)	\$0.00	\$7.00	\$7.00	Same as background check fee
Premises Amendment	\$10.00	\$0.00	\$10.00	
Agent Change	\$10.00	\$0.00	\$10.00	+ AB-100s
Temp B/Open Container	\$10.00	\$0.00	\$10.00	+ AB-100s
Operators	\$35.00	\$0.00	\$35.00	+ background check fee
Temp Operators	\$10.00	\$0.00	\$10.00	+ background check fee
Provisionals	\$15.00	\$0.00	\$15.00	
CTV - 100/CTV - 102 Cigarette and Tobacco/Vapor Products	\$25.00	\$75.00	\$100.00	+ CTV - 101
CTV-101 Cigarette and Tobacco/Vapor Background Check	\$0.00	\$7.00	\$7.00	Same as background check fee
Special Events (\$50 for 1st application per year, \$35 for second - Cost increase includes cost for Background Check at this time)	50 or 35	\$0.00	50 or 35	
Licensing Publication	\$175.00	\$125.00	\$300.00	
Licensing Publication Renewal	\$45.00	\$5.00	\$50.00	
Misc Secondhand (Article and Jeweler)	\$30.00	\$0.00	\$30.00	Might want to look into increasing + background check fee
Misc Amusement	\$60.00	\$0.00	\$60.00	
Misc Transient Merchant	\$20.00	\$30.00	\$50.00	+ background check fee
License Reprint	\$2.00	\$0.00	\$2.00	
Copy Charge	\$0.25	\$0.00	\$0.25	
Dog License	\$10/\$5	\$0.00	\$15/\$10	
Dog Late Fee	\$5.00	\$0.00	\$5.00	
Firework	\$5.00	\$75.00	\$100.00	+ background check fee
Carnival:				
1 day	\$25.00	\$0.00	\$25.00	+ background check fee
2 days	\$40.00	\$0.00	\$40.00	

Increase

	CLASS	CLASS	"CLASS"	"CLASS"	CLASS	OPERATOR	PROVISIONAL	TEMPORARY	AGENT	TRANSFER	PREMISE	REPRINT	SECONDHAND	SECONDHAND	TRANSIENT MERCHANT (sollicitor)	TOBACCO	BACKGROUND	FIREWORKS
MUNICIPALTY	"A"	"B"	A"	B"	C"			OPERATOR	CHANGE		AMENDMENT		JEWELER	ARTICLE				
Section 3, Item H.																		
C. Watertown	\$100.00	\$100.00	\$450.00	\$450.00	\$100.00	\$35 (1 year)	\$15.00	\$10.00	\$10.00		\$10.00	\$2.00	\$30.00	\$30.00	\$20.00	\$ 25.00	\$ -	\$ 5.00
C. Oconomowoc	\$100.00	\$100.00	\$500.00	\$600.00	\$100.00	\$30.00 + background check	\$15.00		\$10.00	\$10.00			\$40.00 + background	\$40.00 + background	\$100.00	\$ 100.00	Background - \$20.00 Fingerprints \$25.00	
C. Brookfield	\$300.00	\$100.00	\$500.00	\$500.00	\$100.00	\$60.00	\$15.00						\$200.00	\$200.00	\$200.00	\$ 100.00		\$ 100.00
V. Menomonee Falls (Charge additional for background checks)	\$100.00	\$100.00	\$500.00	\$500.00	\$100.00	\$50.00	\$15.00						\$30.00	\$27.50	\$50.00	\$ 100.00	Actual Cost	\$ 100.00
C. Mayville	\$200.00	\$100.00	\$475.00	\$475.00	\$100.00	40- 1year 60- 2year	\$30.00	\$20.00	\$25.00			\$5.00			\$150.00	\$ 100.00		
C. LaCrosse	\$100.00	\$100.00	\$500.00	\$500.00	\$100.00	\$50.00	\$20.00	\$20.00	\$10.00		150-Private Property 250-Public Property		\$125.00	\$125.00	60-90days 10-ID Card 110-Annual (door to door not eligible for annual)			300 per location (done by FD)
C. Beaver Dam	\$50.00	\$100.00	\$250.00	\$100.00												\$ 100.00	\$ 7.00	
C. Fort Atkinson	\$100.00	\$100.00	\$500.00	\$500.00		\$30.00									25 (but looking to increase to 100)	\$ 100.00		
C. Lodi	\$300.00	\$100.00	\$300.00	\$500.00	\$100.00	(1 year) 75(2year)									\$50.00	\$ 100.00		
Ashland		\$100.00	\$500.00	\$500.00														
Belgium	\$250.00	\$100.00	\$500.00	\$500.00														
Cedarburg	\$100.00	\$100.00	\$500.00	\$500.00														
Columbus	\$100.00	\$100.00	\$500.00	\$500.00												\$ 100.00		
Gilman	\$100.00	\$100.00	\$185.00	\$275.00														
Germantown	\$100.00	\$100.00	\$500.00	\$500.00												\$ 100.00	\$ 7.00	
Hartford																\$ 55.00	\$ 22.00	
Hustisford																\$ 25.00		
Ixonia		\$100.00	\$300.00	\$300.00														
Jackson	\$200.00	\$100.00	\$260.00	\$260.00														
Jefferson																\$ 100.00	\$ 7.00	
Johnson Creek																\$ 100.00	\$ 10.00	
Juneau																\$ 25.00	\$ 7.00	
Kewaskum	\$150.00	\$100.00	\$300.00	\$300.00														
LaCrosse	\$100.00	\$100.00	\$500.00	\$500.00														
Lake Mills																\$ 25.00		
Marshall																\$ 100.00		
Mensha	\$225.00	\$100.00	\$350.00	\$375.00														
Mequon																\$ 100.00	\$ 15.00	
Middleton	\$100.00	\$100.00	\$500.00	\$500.00												\$ 100.00		
Muskego																\$ 100.00	\$ 12.00	
Osceola	\$100.00	\$100.00	\$500.00	\$500.00														
Pleasant Prairie																\$ 100.00		
Richfield	\$100.00	\$100.00	\$275.00	\$275.00														
Slinger	\$175.00	\$100.00	\$300.00	\$375.00														
Vesper	\$100.00	\$100.00	\$100.00	\$100.00														
T. Washington	\$100.00	\$100.00	\$450.00	\$500.00														
Waterford	\$100.00	\$100.00	\$300.00	\$300.00														
Waterloo																\$ 100.00		

Notes:

Section 3, Item H.

Class "A" beer - any amount set by licensing authority

Class "B" Beer- Max. per State \$100

Wine "Class C" - Max. per State \$100

"Class A"
Intoxicating Liquor -
Min \$50 & \$500
Max per State

"Class B"
Intoxicating Liquor -
Mn \$50 & \$500
Max. per State



Office of the Clerk/Treasurer

DATE: February 10, 2017
TO: Finance Committee
FROM: Cindy Rupprecht
RE: Alcohol license fees

Class "B" Liquor fee increase from \$400 to \$500

Statutes allow for a maximum combined fee for Class "B" Malt & Liquor fees to be \$600. The City is currently at \$400 for liquor and \$100 for malt for a combined total of \$500. The majority of the communities around Watertown charge the maximum fee as indicated on the attached chart. I am recommending that Watertown increase fees to the statutory maximum of **\$600**. This was discussed with Finance during the 2016 budget process but the code was in the process of codification so this was not implemented.

Beverage Operator License fees

Fees are all over the board for beverage operator licenses per the attached chart. Watertown is currently charging \$25 and is losing money on the beverage operating license process.

Applications for licenses are sent to the police department for background checks. Each time a name is run through the state's system, the cost is \$7 which is currently being charged to the Clerk's budget. Names are often run two, three and even four times for a number of different reasons, but most commonly for women who have had multiple names, even maiden names that have not been used for 20 or more years. Often there is no record of arrest, but the cost to discover this can be \$14, \$21 or even \$28 which exceeds the license fee collected. On top of these charges, there is cost for the staff time in my office and in the police department related to the licensing process.

In 2016 we had a combined new/renewal license count of 329 that needed beverage operator license checks completed. At \$7 each, this should have resulted in \$2,303 in charges. Instead, my budget had to absorb \$4,109 in background check fees. This means the average cost per background check was \$12.49 each without any staff time considered. Bear in mind, some were run only once but others two, three or even four times. Based on the chart attached, my recommendation is to increase the annual beverage operator license fee to **at least \$35** or possibly even more to recoup some of our costs.

***Both of these license fees were last increased effective 7/1/2004.

CITIES

COMBO TAVERN

BEVERAGE OPERATOR

BACKGROUND CHECKS

Section 3, Item H.

CITIES	COMBO TAVERN	BEVERAGE OPERATOR	BACKGROUND CHECKS
Watertown	\$500	\$25	Annual fee but background check every 2 yrs upon renewal
Oconomowoc	\$600	\$30 + \$20 background	PD does background - recommends approval/denial. Chief/Attorney meet with recommended denials.
Sun Prairie	\$600	\$25 plus \$7 for background	
Waterloo	\$600	\$60 new/\$30 renewal 2 yr odd	no background check on renewal
Johnson Creek	\$600	\$25	no background check on renewal
Delafield	\$600	\$55 2 yr license expire in even yrs	
Marshall	\$600	\$25	
Pewaukee, City	\$600	\$30 new/ \$25 renewal	
Pewaukee, Village	\$600	\$40	
Jefferson	\$600	\$32/\$42 new \$25/\$35 renewal	no background check on renewal
Hartford	\$600	\$15 +\$25+ \$10 = \$50	\$15 license +\$25 Background +\$10 processing
Fort Atkinson	\$600	\$25 2 yr odd/\$15 even	
West Bend	\$600	\$67 for 2 years	
Town of Watertown	\$600	\$25	
Lake Mills	\$500	\$10	
Juneau	\$350	\$20	
Waupun	\$350	\$20	
Beaver Dam	\$400	\$20 1yr / \$35 2 yr	Plus "sufficient fee" to cover background check

*Higher than
Watertown

Higher than Watertown