



## COMMON COUNCIL MEETING AGENDA

TUESDAY, OCTOBER 03, 2023 AT 7:00 PM

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

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

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

*All public participants' phones will be muted during the meeting except during the public comment period. This meeting will be streamed live on YouTube at: <https://www.youtube.com/c/WatertownTV>*

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. PLEDGE OF ALLEGIANCE**

**4. MINUTES OF COUNCIL MEETING HELD**

A. Minutes from September 19, 2023

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

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

**6. REPORTS**

A. Transit Commission minutes from July 31, 2023

B. Library Board of Trustees minutes from August 10, 2023

C. Park, Recreation, and Forestry minutes from August 21, 2023

D. Finance minutes from September 11, 2023

E. Plan Commission minutes from September 11, 2023

F. Tourism Meeting minutes from September 14, 2023

G. Library Board of Trustees Minutes: September 14, 2023

H. Public Works minutes from September 26, 2023

**7. COMMUNICATION & RECOMMENDATIONS**

A. Watertown Fire Department August Monthly Report

**8. NEW BUSINESS**

A. Convene into closed session per Wis. Stat. Sec. 19.85(1)(e) for deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. (Main Street Watertown, LLC n/k/a Riverhouse on the Rock, LLC)

B. Reconvene into open session

C. Take Action: Main Street Watertown, LLC n/k/a Riverhouse on the Rock, LLC

**9. ACCOUNTS PAYABLE**

A. Accounts Payable

**10. MISCELLANEOUS BUSINESS**

A. Payroll Summary - September 6, 2023 - September 19, 2023

B. Cash and Investments - August 31, 2023

## 11. LICENSES

- A. Memo to Council
- B. Review and approve: Temporary Secondary Location for Kellermeister Beverages LLC d/b/a BrewFinity Brewing for an event at the Bentzin Family Town Square on October 15, 2023

## 12. RESOLUTIONS

- A. Exh. 9535 - Resolution to enter into an Exercise of Option year four with Passenger Transit (Sponsor: Mayor McFarland From: Finance Committee)
- B. Exh. 9536 - Resolution to apply for the Wisconsin Department of Natural Resources 2024 Urban Forestry Grant (Sponsor: Ald. Lampe From: Parks, Recreation, & Forestry Commission)
- C. Exh. 9537 - Resolution to update Health Department Facility Fee Schedule (Sponsor: Mayor McFarland From: Finance Committee)
- D. Exh. 9538 - Resolution to approve State Municipal Financial Agreement for reconstruction of Western Avenue from S. First Street from S. Third Street to Milwaukee Street in 2025 (Sponsor: Mayor McFarland From: Finance Committee)
- E. Exh. 9539 - Resolution supporting submittal of STP Urban funding application - Labaree Street (Sponsor: Mayor McFarland From: Finance Committee)
- F. Exh. 9540 - Resolution to support TAP Grant application submittal - S. Church Street Shared-Use Path (Sponsor: Mayor McFarland From: Finance Committee)
- G. Exh. 9541 - Resolution to Enter into the 2024 Service Agreement between the City of Watertown, Wisconsin and the Watertown Humane Society (Sponsor: Mayor Emily McFarland From: Finance Committee)
- H. Exh. 9542 - Resolution to Approve the Transfer of 100 Western Avenue, Watertown (PIN: 291-0815-0424-088) to the City of Watertown, Raze the Structure and Approve the Intergovernmental Agreement for Addressing Safety Concerns at 100 Western Avenue, Watertown (Sponsor: Mayor Emily McFarland From: Finance Committee)
- I. Exh. 9543 - Resolution to Approve Applying for Wisconsin DNR Recycling Grant (Sponsor: Mayor Emily McFarland From: Finance Committee)

## 13. COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT

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

## 14. ADJOURNMENT

*Persons requiring other reasonable accommodations of the above meeting may contact the office of the City Clerk by email [mdunneisen@watertownwi.gov](mailto:mdunneisen@watertownwi.gov), or by phone 920-262-4006.*

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

**Common Council Minutes  
September 19, 2023**

Section 4, Item A.

Mayor McFarland called the regular meeting of the City of Watertown Common Council to order at 7:00 p.m. on Tuesday, September 19, 2023. This meeting was open for attendance in the council chambers as well as virtually.

**ROLL CALL**

Roll call indicated the following Alderpersons present: Ald. Davis, Lampe, Board, Bartz, Blanke, Smith, Schmid, Wetzel and Moldenhauer (virtually at 7:03). City staff present were Police Chief Robert Kaminski, Assistant Police Chief Ben Olsen, Finance Director Mark Stevens, Streets Superintendent Stacy Winkelman, Public Works Director Jaynellen Holloway, and City Clerk Megan Dunneisen.

**PLEDGE OF ALLEGIANCE**

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

**MINUTES OF PRECEDING MEETING**

Mayor McFarland inquired if there were additions or corrections to minutes of the Common Council meeting held Tuesday, September 5, 2023. Ald. Blanke requested additional information be added to the minutes of public comment – City Administrator vs City Mayor. Minutes were accepted with changes.

**COMMENTS & SUGGESTIONS FROM CITIZENS PRESENT**

Linda Kaufeld of W8370 Long Rd, Bentley Ouweneel of Watertown, Sue Christian of 1405 Beacon Dr., Stacy Estudillo of 1002 E. Main St., and Jackie Ulm of Watertown, all spoke on special events/Pride in the Park. Russel Krueger of 300 S. Church St. spoke on the Adoration Abode facilities.

**REPORTS**

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

The following reports were received and filed: Library minutes from June 8, 2023, Historic Preservation & Downtown Design Commission minutes from June 21, 2023, Library minutes from July 13, 2023, BFTS Commission minutes from July 17, 2023, Housing Authority minutes from July 20, 2023, Historic Preservation & Downtown Design Commission minutes from July 26, 2023, Historic Preservation & Downtown Design Commission minutes from August 9, 2023, Licensing Board minutes from August 9, 2023, Committee of the Whole minutes from August 9, 2023, Plan Commission minutes from August 14, 2023 (correction of “kennel”), Finance minutes from August 21, 2023, Finance minutes from September 5, 2023, Site Plan Review minutes from September 11, 2023, Public Works minutes from September 12, 2023 (with the addition of Ald. Blanke present for item 4.C.).

**COMMUNICATIONS & RECOMMENDATIONS**

Planned Unit Development Information was presented.

**NEW BUSINESS**

Ald. Board made a motion to approve the appointments of Karissa Hurtgen - serving partial five-year term ending January 2024 (replacing Brad Kuenzi) and Ryan Nowatka – serving partial five-year term ending January 2027 (replacing Nate Salas) to the Redevelopment Authority, seconded by Ald. Blanke, and carried by unanimous voice vote.

Zoning Administrator Brian Zirbes gave a presentation on the Town of Emmet Boundary Agreement Annexation that will occur in 2024.

**ACCOUNTS PAYABLE**

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

Certified accounts were presented. Ald. Moldenhauer moved to pay all certified accounts, seconded by Ald. Wetzel, and carried by roll call vote: Yes-9; No-0; Abstain-0.

**MISCELLANEOUS BUSINESS**

Payroll Summary - August 23 through September 5, 2023, and August Credit Card Purchases Over \$10,000 were presented.

**LICENSES:**

Ald. Smith made a motion to approve the Application for "Class B" Malt and Liquor from Osaka LLC (Harmini Hartman, Agent) located at 100 E. Madison Street (formerly licensed to Rock River Pizza), seconded by Ald. Blanke. Ald. Smith made a motion to amend the previous motion to include listing the outdoor patio area to the licensed premises description, seconded by Ald. Blanke, and carried by unanimous voice vote. Original motion carried by unanimous voice vote.

Ald. Smith made a motion to approve the Secondhand Article License from ecoATM Walmart (Sean Flaherty) located at 1901 Market Way, seconded by Ald. Blanke, and carried by unanimous voice vote.

Ald. Smith made a motion to approve the Agent change for Aldi Inc., 1520 S. Church Street from Megan Turner to Jennifer Michelle Johnson, seconded by Ald. Blanke and carried by unanimous voice vote.

Ald. Lampe made a motion to deny the application for an operator's license from Nicholas Milton due to Cat. IV of the Watertown Licensing Guidelines, seconded by Ald. Bartz and carried by unanimous voice vote.

**ORDINANCES**

Ord. 23-21 - Amend Chapter 550 Official Zoning Map of the City of Watertown to rezone Parcel Numbers 291-0815-0432-019 and 291-0815-0544-003 from a General Business (GB) Zoning District and Multi-Family Residential (MR-8) Zoning District classification to a Central Business (CB) Zoning District classification (Sponsor: Mayor McFarland From: Plan Commission, 2nd Reading). Ald. Davis moved for adoption of ordinance 23-21 on its 2nd reading, seconded by Ald. Lampe and carried by roll call vote: Yes-9; No-0; Abstain-0.

Ord. 23-22 - Amend Chapter 550: Zoning Code, through the removal and addition of language to Sections § 550-131.1A(2), § 550-131.1A(3)(a), and § 550-132 Table 550-132A(1) (Sponsor: Mayor McFarland From: Plan Commission, 2nd Reading). Ald. Board moved for adoption of ordinance 23-22 on its 2nd reading, seconded by Ald. Blanke and carried by roll call vote: Yes-9; No-0; Abstain-0.

**RESOLUTIONS**

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

Exh 9533 - Resolution to approve Collective Bargaining Agreement with Labor Association of Wisconsin (Police Officers) (Sponsor: Mayor McFarland from: Finance Committee). Ald. Lampe moved to adopt resolution 9533, seconded by Ald. Moldenhauer and carried by roll call vote: Yes-9; No-0; Abstain-0.

Exh. 9534 - Resolution to Approve State Municipal Financial Agreement Revision #1 for Reconstruction of Cole Memorial Bridge (Sponsor: Mayor McFarland). Ald. Bartz moved to adopt resolution 9534, seconded by Ald. Board (Ald. Lampe noting missing zero in resolution), and carried by roll call vote: Yes-9; No-0; Abstain-0.

**COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT**

Linda Kaulfeld, Ken Stolar of 1119 N Washington St., Pat W of Main St., Stacy Estudillo, and Jim Drinwater spoke on the library/special events/pride in the park/funding.

**ADJOURNMENT**

There being no further business to come before the Council at this time, Ald. Moldenhauer moved to adjourn, seconded by Ald. Wetzel, and carried by voice vote at 8:30 p.m.

Respectfully Submitted,

Megan Dunneisen, City Clerk

*DISCLAIMER: These minutes are uncorrected; any corrections will be noted in the proceedings at which these minutes are approved. Complete minutes are open for public inspection in the office of the Finance Department. Video recording available at Watertown TV's YouTube page: <https://www.youtube.com/c/WatertownTV>*



## TRANSIT COMMISSION

July 31, 2023

5:30 pm

The Transit Commission met on the above date and time in person and virtually with the following members present: Michelle Bainbridge, Ald. Schmid, Laurie Grosenick, and Tom Hahn. Absent was Cathy Egan. Also in attendance was Mayor McFarland, Finance Director Mark Stevens, Running Inc owner Justin Running, and City Clerk Megan Dunneisen.

1. **CALL TO ORDER** – Ald. Schmid called the meeting to order at 5:30pm.
2. **REVIEW & APPROVE MINUTES** - Motion was made by Hahn to approve minutes of June 5, 2023, seconded by Grosenick, and carried by unanimous voice vote.
3. **COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT** – None
4. **REVIEW RIDERSHIP / FINANCIAL STATISTICS**
  - A. Taxi Stats were presented
5. **BUSINESS:**
  - A. Review and potential action: Corner Service - Dr. Jarred Burke with WUSD – Discussion with transit members and Dr. Burke (via phone call). WisDot recently told the city to stop offering the corner stop service due to potential inclusiveness to school kids. If the city did not comply, they would not be eligible for state and federal funding. Member Hahn researched the corner stops that the Taxi's would stop at and the current bus stops through out the city. 14 of the 18 stops were very close to current bus route shuttle points that the school makes. Dr. Burke stated that he is going to propose adding more stops throughout the city and that he will be working with the Police Department to mark hazard zones and present to the School Board. Because of the hazard zones that are in Watertown, they would be eligible for more funding to support the shuttle service. There is a possibility something can be in place by October if approved. Commissioner Hahn wants to encourage any family to sign up for the bus service.
  - B. Review and take action: Message to be relayed to public/parents in regard to discontinuance of the corner stop service. Hahn motioned for Dunneisen to work with Dr. Burke on statement to relay to families when they call the cab company or school district about the corner service. *The corner stop service that was previously offered is not compliant with state and federally funded Shared Ride Taxi Service and has been discontinued. Curb to Curb service can be provided to your child as a current alternative. You may also want to contact Sarah Duncan at the Watertown Unified School District to inquire about other possible transportation alternatives*", seconded by Grosenick and carried by unanimous voice vote.
  - C. Information/Q&A session with Passenger Transit Inc. – Justin, owner of Passenger Transit/Running Inc. provided answers to commissioner's questions regarding the taxi service. Questions included internal policies, complaint procedures, vehicles/vehicle maintenance, communication with the city,
  - D. Review and take action: Title VI Policy Update – Motion by Hahn to approve the Title VI policy update, second by Bainbridge and carried by unanimous voice vote.
  - E. Review and take action: Passenger Transit to send monthly logs of complaints and police citations to the City Clerk to report to the Transit Commission – Passenger Transit agrees

to send quarterly reports of all complaints and any police citations to drivers while driving the transit fleet vehicles. Motion by Hahn, Seconded by Bainbridge to ask PTI for quarterly reports to be sent to the City.

- F. Review and discuss: Compliance Site Review – Dunneisen presented the review and action plans set in place to correct concerns.
- G. Update: Vehicle Procurement – Dunneisen to look into changing the projects to try and get a vehicle yet this year as there has been no luck with the ordering of the Ford Transit. Will bring back at next meeting.

**6. REVIEW CITIZEN COMMUNICATIONS RECEIVED BY CITY**

*(Commissioner Grosenick left meeting at 6:58pm)*

- A. Complaint Log was presented. – Justin Running spoke on the complaint about having time to drop off at childcare. Stated that this is not something that can change and is a policy of shared ride taxi and receiving state and federal funding.

**7. SET NEXT MEETING DATE – September 25, 2023 at 5:30pm**

**8. ADJOURNMENT** - Motion was made by Bainbridge to adjourn meeting, seconded by Hahn and carried by unanimous voice vote at 7:05 pm.

Respectfully submitted,  
Megan Dunneisen, City Clerk

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WATERTOWN PUBLIC LIBRARY  
BOARD OF TRUSTEES MEETING MINUTES

August 10, 2023

**1. Call to Order/Roll Call**

The meeting was called to order by Board President Chris Koppes at 5:30 pm.

Members Present: Gerike, Wetzel, Burke, Oudenhoven, Kohls, Rodriguez, Koppes, O'Neil

Staff Present: Checkai, Hernandez

Also Present: Merfeld (newly appointed to the board, but has not been sworn in)

**2. Review Correspondence**

- a. Peg Checkai reported that Barb Antonopoulos is retiring from the Library on September 1st after 38 years.
- b. David Hertel donated money to library to offset the costs of installing a map of the City of Watertown.

**3. Citizens to be Heard**

None.

**4. Appearances**

- a. Darren Shretter: Studio GC - appeared via Zoom.
  - Provided update on flag pole area bid received on 7/18/23 from Hunzinger Construction Company. Mr. Shretter recommends that the board approve the bid for \$160,000. This project will be completed in Spring of 2024 due to materials and planting timeline (flag pole and sod).
    - Alternate #1 saves existing concrete sidewalk - Mr. Shretter does not recommend this option, as the concrete will need to be replaced.
    - Alternate #2 removes the underdrain system.
  - Board discussion. Move forward with the project, even though the bid is quite over budget, take it out to bid again, or take no action at this time. This project will be paid for out of the LGIP Money Market account. Possibility to add additional high voltage outlets.
  - \*\*\*\*\**MOTION #1* per Burke, seconded per O'Neill to approve the bid from Hunzinger Construction Company to complete the flag pole area project. Votes to approve: Gerike, Wetzel, Burke, O'Neil, Oudenhoven, Kohls, Rodriguez, Koppes  
Motion Carries.
  - Signage - Mr. Shretter continues to work with Poblaki for interior signage, waiting on materials. Outside signage is in progress, working with electrical (sign lighting).

- Punchlist - Mr. Shretter continues to work through the punch list with Miron. HVAC mechanical system, coating on the north elevation of the roof. Issues need to be resolved before the complete payment is made. Board encouraged the punch list to be resolved by the end of October.

## 5. New Business

- Welcome new trustees: Andi Merfeld and Tom Kohls
- Review and discuss: Library Board of Trustees By-Laws
  - President Koppes highlighted officer positions, recommended all board members to review by-laws
- Review and discuss: Friends of the Library Garden Tales Farmer's Market
  - Event licensure process caused issues and the Farmer's Market was canceled for summer 2023 - no trucks in the Town Square, need for barricades and garbage cans in street (cost), insurance is now required (\$1,300/year), Watertown Tourism offered to pay for the insurance -
  - Liability insurance for every event for the Friends of the Library (a nonprofit 501c3) is recommended by the City Attorney; President Koppes recommends that Friends come to the board for approval prior to future events/fundraisers - potential to be sponsored by the WPL.
- Review and take action: closing the library (½ day) on August 29 for team training - harassment, specialized department trainings
  - Burke recommends the Library Director include future days needed for professional development in the yearly calendar approved by the board.

\*\*\*\**MOTION #2* per Koppes, seconded per Rodriguez to approve library opening at 12:00 pm on August 29, 2023 for team training.

Motion approved per voice acclimation.

- Review and take possible action: Proposed Library Budget 2024
  - After positions were reviewed by Carlson Dettman, a few positions moved up one step. The proposed 2024 budget reflects this adjustment.
  - Clarifying discussion by board on reimbursements from counties - Jefferson County's reimbursement figure is set; Dodge County's will be set by October, number could increase. Library budget funds come from counties (Fund 11) as well as the City of Watertown (Fund 1). The WPL generally submits a budget request to the City to cover salaries and benefits, the other funding streams cover other fixed costs needed to run operations.
  - \$933,401 is the tentative figure that will be requested from the City, final approval from the board will be on Thursday, September 7th at 5pm via Zoom.

No action taken.

## 6. Unfinished Business

a. Conduct and implement Library Board governance election

\*\*\*\**MOTION #3* per Burke, seconded per Oudenhoven to nominate Chris Koppes as president.  
Votes to approve: Gerike, Wetzel, Burke, O'Neil, Oudenhoven, Kohls, Rodriguez

\*\*\*\**MOTION #4* per Burke, seconded per Oudenhoven to nominate Erin O'Neil as vice president.  
Votes to approve: Gerike, Wetzel, Burke, Oudenhoven, Kohls, Rodriguez

\*\*\*\**MOTION #5* per Rodriguez, seconded per Oudenhoven to nominate Betsy Gerike as secretary.  
Votes to approve: Wetzel, Burke, O'Neil, Oudenhoven, Kohls, Rodriguez, Koppes

\*\*\*\**MOTION #6* per O'Neil, seconded per Burke to nominate Tom Kohls as Financial Secretary  
Votes to approve: Gerike, Wetzel, Burke, O'Neil, Oudenhoven, Rodriguez, Koppes

\*\*\*\**MOTION #7* per Koppes, seconded per O'Neil to nominate Jarred Burke, Chris Koppes, and Tom Kohls to Finance Committee.  
Motion approved per voice acclimation.

\*\*\*\**MOTION #8* per O'Neil, seconded per Koppes to nominate Sarah Oudenhoven, Andi Merfeld, and Erin O'Neil to Personnel and Policy Committee.  
Motion approved per voice acclimation.

\*\*\*\**MOTION #9* per Koppes, seconded per Burke to nominate Betsy Gerike, Mariela Rodriguez, and Bob Wetzel to Buildings and Grounds Committee.  
Motion approved per voice acclimation.

b. Discuss and take possible action: Poblocki's proposal for digital wall covering in Community Room

- Board discussion regarding photo for wall covering. No action taken until the photo is cropped, or a different photo is taken.

**7. Director's Report**

- a. Director Peg Checkai reviews monthly highlights, budget and statistics.
- Checkai and team held interviews for Director of Teen Services and position has been offered
  - Report given on committee meeting with Personnel and Policy - Materials Selection Policy review. Board should review the draft of this policy; policy will be discussed with possible action at the September Board meeting.
  - Budget remains healthy.
  - All pledges from the community for the expansion project are accounted for.

- Internet extender (outdoor) will be installed during the 3rd week of September

## **8. Trustee's Report**

- Discuss library related information in official capacity.
  - Maintenance issues regarding bathrooms, request for discussion at future meeting
  - Personnel and Policy requests agenda item for September meeting - Review of Strategic Plan, Discussion on Mission and Vision of WPL, Discussion and possible action taken on updated Materials Selection Policy

## **9. President's Report**

- President Koppes reports that he has had a few correspondences in an official capacity regarding "genderism" and "transgender ideology." Directed questions to the Library Director and City Attorney. Encourages the board to frequent policy review.
- Checkai and Koppes attended the City Finance Committee Meeting on Monday (8/7). Possible MOU with the Library Board when requesting funds from the City of Watertown. Brief discussion.

## **10. Review and take action on consent agenda items**

- Review and take action: Library Board of Trustees Minutes – July 13, 2023
- Review and take action: Library Board of Trustees Finance Committee Minutes – July 31, 2023
- Review and take action: library expenditures and finances
- Review and take action: library expansion expenditures

\*\*\*\*MOTION #10 per Gerike, seconded per Rodriguez to approve the consent agenda.

Votes to approve: Gerike, Wetzel, Burke, O'Neil, Oudenhoven, Kohls, Rodriguez, Koppes  
Motion carried.

## **11. Adjournment**

\*\*\*\*MOTION #11 per Oudenhoven, seconded per Burke to adjourn meeting at 7:49.

Motion approved per voice acclimation.

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

Respectfully submitted,  
Betsy Gerike, Secretary

## PARKS, RECREATION & FORESTRY COMMISSION

### MINUTES

Monday, August 21, 2023

#### 1. Call to order

The Watertown Parks, Recreation & Forestry Commission in person on August 21, 2023. The meeting was called to order by Brian Konz. Members present were: Julie Chapman, Ald. Jonathan Lampe, Brian Konz, Kyle Krueger, Brad Clark, Emily Lessner and Jennifer Clayton. Also present were: Kristine Butteris, Andrea Draeger, Jacie Schmidt, Ali Nicholson, Jeff Doyle, Stephanie Juhl, Robert Stocks, David Schroeder, and Katie Higgins.

#### 2. Review and approval of minutes:

Jennifer Clayton motioned to approve the July 17, 2023 Parks, Recreation & Forestry Commission meeting minutes as written. Brad Clark seconded. Motion carried.

Brad Clark motioned to approve the June 20, 2023 Senior Center Advisory Board meeting minutes as written. Jennifer Clayton seconded. Motion carried.

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

Kyle Krueger motioned to approve the June financial reports. Emily Lessner seconded. Motion carried.

#### 4. Citizens to be heard

Robert Stocks is a middle school teacher and coach who inquired about the potential for him and his team to assist with cleaning the tennis courts at Brandt Quirk Park. They will follow up with Parks Supervisor, Jeff Doyle.

#### 5. Business

##### a. Review and discuss River Launch Access – Yes! Watertown

Katie Higgins spoke on limited access for boat launches in the city and the desire to improve the launch at Fannie P. Lewis Park. Discussion occurred regarding extending the pier, a sign for power loading, re-grading the launch, marking channels, etc. Yes! Watertown will continue to conduct research and present at a future meeting for DNR approval. No action is required.

##### b. Review and possible approval of Luther Preparatory School field use and fees

Luther Preparatory School approached the department in order to have fees waived for field use. Kyle Krueger motioned to approve the use of our facilities by the school with the current fee structure for private schools or the potential for contract for reciprocal facility use. Jennifer Clayton seconded. Motion carried.

##### c. Review and discuss General Facility Use Agreement with concession, parking, and banner contracts

General review of the facility use agreements occurred with no suggestions or edits. No action is required.

##### d. Review and discuss Condition of Facility Use Agreement

General review of the condition of facility use agreement occurred with no suggestions or edits. No action is required.

##### e. Review and discuss 2024 Fee Schedule

General review of the condition of facility use agreement occurred with no suggestions or

edits. No action is required and can be sent to the City Attorney for approval.

Section 6, Item C.

**6. Director's Report:**

**A. Project updates:**

**i. Parks Updates –**

- a. **Stone Wall** – Work on the stone wall began last week.
- b. **Stream Restoration** – restoration is beginning with bank walls and collaboration with stormwater.
- c. **All Inclusive Park** – the committee will be meeting soon to oversee the plan ideas.
- d. **Reflection Park** – The pergola, picnic table, and bench are being installed soon.

**ii. Senior & Community Center** – the parking lot and sidewalk concrete will be worked on this week with a completion date set for the end of August. The original entrance will be rebricked and contain one door.

**B. Update on programming:**

**i. Recreation programming**

Day camp finished last week along with Kart Park, besides special events. Soccer teams are being created. Flag football, along with other fall sports, are open for registration and are being planned.

**ii. Town Square Programming**

Two summer concert series events are left along with additional programming continuing throughout the fall.

**iii. Senior and enrichment programming**

Senior Citizen Day was celebrated today with donations from Pizza Ranch, Farm and Fleet, and Mullen's for a pizza party and build-your-own sundae and entertainment. New instructors and classes are being created to include Zumba, Zumba gold, barre, senior dance, kickboxing, yoga, etc. Enrichment activities to celebrate Fall Foliage Week and Indoor Plant Week in September are being created. New senior activities include fall risk screenings, Medicare seminars, hobby share time, and a poker walk.

**iv. Aquatics programming**

Working to get some indoor pool hours this week for people to beat the heat as the AC closed yesterday for the season. We are beginning to drain and close down this week. Total visits = 20,770 passes and admissions. Total of 24 combo passes, 150 total outdoor. Slide inspection occurred last week and are in good order with a few items to be repaired. Fall programming will include fitness classes to also be repeated in winter.

**7. Adjournment – Next meeting date September 18, 2023**

Kyle Krueger motioned to adjourn the meeting. Emily Lessner seconded. Motion carried.





## FINANCE COMMITTEE MEETING MINUTES

MONDAY, SEPTEMBER 11, 2023, AT 5:30 PM

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

Members present: Mayor McFarland, Alderpersons Bartz, Davis, Lampe, Moldenhauer (video)

Others present: Finance Director Stevens, City Attorney Chesebro (video), Fire Chief Teesch, Police Chief Kaminski, Parks/Recreation Director Butteris (video), Street Operations Manager Winkelman (video), Ben Olsen, Anthony Rauterberg, fire fighters, Andrea Jansen (Baker Tilley)

1. **Call to order.** Mayor McFarland called the meeting to order at 5:31 p.m.
2. Ald. Lampe moved, seconded by Ald. Davis, to **approve the minutes** of meetings taking place **August 21 and September 5**. Approved unanimously.
3. Ms. Andrea Jansen, partner at Baker Tilly, reviewed the **preliminary audited financial statements of the City for 2022**. A clean opinion (positive review) has been issued. A single audit was required as well because over \$750,000 of federal grant funding was received (primarily due to ARPA). A document called "2022 Financial Highlights" was presented that included a summary of General Fund results, General Obligation debt capacity, debt service, and the operating results of the water, wastewater, and storm water utilities.
4. Parks/Recreation Director Butteris requested permission to **apply for the WI DNR 2024 Urban Forestry grant for \$25,000 matching funds** to help treat approximately 40 trees against emerald ash borer and replace others. Ald. Davis, supported by Ald. Bartz, moved to approve pursuit of grant. All agreed.
5. An initial **draft of the MOU for use and cost sharing between the City and Watertown Public Library** was presented. Finance Director Stevens suggested a reordering of wording for "6. Other Operating Expenses" along with a date change to September 15 instead of October 1. Ald. Davis, seconded by Ald. Lampe, moved to approve the MOU with suggested changes for presentation to the Library Board.
6. Attorney Chesebro explained two documents:
  - a. agreement to **transfer ownership of PIN 28-291-0815-0424-088** to the City by providing a deed in exchange for a waiver of outstanding property taxes and utility billing
  - b. intergovernmental agreement between County of Jefferson and City of Watertown to **address the safety concerns at 100 Western Avenue**, Watertown, by razing the structure

Ald. Moldenhauer moves, supported by Ald. Bartz, to move forward with both agreements. The committee approved unanimously.
7. Finance Director Stevens provided a **General Fund income statement through August** with summary comments on a couple income accounts that will exceed budgeted expectations along with a couple expense accounts that are trending over anticipated budgets.
8. Ald. Bartz moved, seconded by Ald. Lampe, to **convene into closed session** per Wis. Stat. Sec. 19.85(1)(g) to confer with legal counsel of the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. (Expenses for Pride in the Park). The committee approved via roll call vote.

9. The committee reconvened into open session.
10. A motion was made by Ald. Lampe, seconded by Ald. Bartz to **convene into closed session** per § 19.85(c) considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility (Police Union Contract). Unanimous roll call vote.
11. The committee reconvened into open session.
12. Ald. Lampe, supported by Ald. Bartz, motioned to accept the **Police Union contract for 2024 through 2025** as discussed in closed session. The committee approved unanimously.
13. A motion was made by Ald. Moldenhauer, seconded by Ald. Bartz, to **convene into closed session** per § 19.85(c) considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility (Contract Negotiations with IAFF Local 877). A roll call vote was taken to approve motion.
14. The committee reconvened into open session.
15. Adjournment. Ald. Bartz moved to adjourn, seconded by Ald. Lampe, at 9:15 pm 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.

**PLAN COMMISSION  
MINUTES  
SEPTEMBER 11, 2023**

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

**The following members were present:** Mayor McFarland, Blanke, Holloway, Krueger (remote), Lampe, Konz, and Zirbes.

**Also in attendance:** Jorge Monterrey, Wayne Zastrow, and David Egan.

**1. Call to order**

**2. Approval of Minutes**

**A. Plan Commission minutes August 14, 2023**

Motion to approve the June 24<sup>th</sup> Minutes was made by Holloway and seconded by Lampe, passed on unanimous voice vote.

**3. Business**

**A. Conduct Public Hearing:** 311 S. Third St. – request for batting cages under Indoor Commercial Entertainment Section 550-34B(2)(f)

No public comment

**B. Review and take action:** 311 S. Third St. – request for (CUP) batting cages under Indoor Commercial Entertainment Section 550-34B(2)(f)

Brian Zirbes presented the request for a proposed CUP from Jorge Monterrey for batting cages at 311 S. Third St.

Motion was made by Lampe and seconded by Holloway to approve the request for a CUP pending final inspection, passed on a unanimous voice vote.

**C. Review and take action:** 1508 Neenah Street – Proposed open air pavilion

Brian Zirbes presented the request for a proposed open air pavilion at Schurz School. Pavilion would be used for outdoor classes and a shaded area adjacent to the playground.

Motion was made by Blanke and seconded by Konz to approve the request to construct the open air pavilion, passed on a unanimous voice vote.

**D. Review and take action:** 515 Pearl Street (614 Milford Street) – Proposed 1,040 SF Grounds Garage

Brian Zirbes presented the site plan review request for a new grounds garage to replace the two existing structures on the site.

Motion was made by Blanke and seconded by Holloway to approve the request for construction with the condition that the two existing structures are razed upon completion of the new garage, passed on a unanimous voice vote.

**E. Update and Discussion on Emmet Boundary Agreement/Annexation:**

The commission reviewed the agreement to annex the final of four boundary adjustments. Mayor McFarland brought the commission up to date on the discussions the city has had with the township and the desire of both to work together. The assessed value of this annexation is \$2,511,500.00. The commission had a discussion on the cost and funding mechanism on lateral hookups and the required hookup date.

All materials discussed at this meeting can be found at:

<https://mccmeetings.blob.core.usgovcloudapi.net/watertwnwi-pubu/MEET-Packet-f6603c262eca4ab8b5f539e1fccf5477.pdf>

**4. Adjournment**

Motion to adjourn was made by Lampe and seconded by Holloway and passed on a unanimous voice vote at 5:08pm.

Respectfully Submitted,

Alderman Brad Blanke

The following Tourism Commission members were present via Zoom Meeting or in person at Watertown City Hall: Aaron David, Kristine Butteris, Cheryl Mitchell, Conrad Talaga, Amanda Kostroski, and Peter Wright  
Also present; Robin Kaufmann Tourism Director, Chamber of Commerce Executive Director Bonnie Hertel, City Council Member Steven Board and Mayor of Beaver Dam Becky Glewen.

1. The meeting was called to order by Aaron David at 8:01 am.
2. Review & Approve July Minutes. Amanda Kostroski made a motion to approve, and Peter Wright seconded the motion. The Commission voted to approve the minutes. The August meeting was cancelled and no minutes were recorded.
3. Old Business:
  - a. Financial Report: Robin Kaufmann reported Month to Date information as of July 31, 2023  
The motion to approve the financials was made by Amanda Kostroski and seconded by Conrad Talaga. The Commission voted to approve the financials.
  - b. Marketing Plan – review and take possible action on marketing plan.
    1. 2023 Visitor Guides: The 2<sup>nd</sup> round of distribution went out to Jefferson and Dane County sites.
    2. Ad opportunities – Nothing new to report
  3. Video production – The video is close to being done. 1-2 extra hours of shooting were added to the schedule to record Riverfest activities which will reflect in the budget.
  - c. Review and take possible action on Mural Restoration projects: The First Brigade Band mural is being worked on and will be finished soon. A ribbon cutting date will be set soon. The Pine Hill Farm mural was painted on panels and the artist completed the panels. The owners of the building are working through installation options.
  - d. Hotel Stay updates; July occupancy nationally was 69.1%. Wisconsin occupancy was 68.4%. Wisconsin South occupancy was 69.7. Local occupancy was approximately 65-67%. The first two weekends in July were not at full capacity mostly due to the 4<sup>th</sup> of July falling mid-week, which disrupts corporate business and leisure business. The last weekends were near or full occupancy. EAA was improved over last year with higher occupancy locally.  
August occupancy nationally was 67.3%. Wisconsin and local numbers are not available until next week. All weekends but the 18-19<sup>th</sup> were near or full occupancy. Thursday Riverfest was near or full occupancy. September weekends look to be near or full occupancy. Labor Day weekend was over 60% occupancy which is a good for a holiday weekend.
4. New Business
  - a. Discuss and take possible action on Watertown High School athletics grant request. The tournament takes place during the slowest week of the year for hotels – between Christmas and New Years. In the past, there were 3-4 teams at most that required overnight stays or between 20-40 room nights. The room nights do not displace any other business and the teams that do not stay overnight will still use other city businesses and services.  
Watertown HS Athletics is requesting a grant in the amount of \$1000. Peter Wright made a motion to approve the grant, Amanda Kostroski seconded, Aaron David abstained, and the Commission voted to approve the grant.
  - b. Discuss Watertown Riverfest Recap: Final numbers have not been released but anecdotally crowd sizes at the events seemed bigger and the opening night Thursday seemed busier. New procedures such as wristbands and offering more covered areas for people to seek shade were popular. The new location for

Fireworks worked well. The event proved very safe as little police intervention was required. The Riverfest Committee will have a wrap up meeting to discuss the 2023 event and what work what would need to change for a potential 2024 event.

Section 6, Item F.

- c. Discuss and take possible action on Jefferson County Tourism changes.  
The board of JC Tourism for the coming year will consist of all new members. Jennifer Erdmann resigned from the board. She was the head of Jennifer Creative, which was the company that sold ads for, created, and distributed the Jefferson County guide and website. The Board will have to search for a new vendor to complete these tasks or take them on themselves.
- d. Discuss social media successes and challenges. August Facebook views reached 8.9 million due to 2 videos going viral. We have over 1000 more followers, totaling over 8500 that follow the page. Keeping up with notifications has proven difficult as well as dealing with negative comments.
- e. Review Manager's report: See attached.
- f. Commission Member's report – Discuss upcoming and past events.  
The ribbon cutting for the opening of the Bike Rentals at the Interurban Trail will be scheduled.  
The ribbon cutting for the new 1<sup>st</sup> Brigade Bank mural will be on September 21<sup>st</sup>.  
Watertown received the 2023 EPA Region 5 Brownsfield's Success Award for the Bentzin Family Town Square  
Jefferson County Fairgrounds hosted the annual Sheep and Wool Festival 9/8-9/10. The semi-annual Car Show will be 9/22- 9/24.

Adjournment – Motion to adjourn the meeting at 9:18 was made by Peter Wright and seconded by Cheryl Mitchell.

Agenda items:

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

The next meeting will be at 8:00 am October 12 2023, via Zoom or you may attend in person at Watertown City Hall

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

Submitted by,  
Cheryl Mitchell, Secretary

Manager’s Report – July and August

Social Media Report

**July:**

**Facebook: 213 new followers (Post reach 238,691)**

**Visitwatertownwi.com: 3213 Users - 6672 views**

**Instagram: 1060 followers**

**August:**

**Facebook: 1368 new followers (Post reach 8,909,068)**

**Visitwatertownwi.com: 5721 Users – 24,826 views**

**Instagram: (1085 followers – 25 new)**

- Regularly posted to social media (Watertown, Jefferson County, Watertown Riverfest)
- Represented Tourism at Wake up Watertown
- Attended Bentzin Family Town Square Summer Concert Series events
- Attended Watertown Riverfest weekly meetings
- Attended Bentzin Family Town Square Commission meeting
- Attended Main Street Promotions Committee Meetings
- Continued planning of Jingle Bell on the Rock December event
- Created marketing materials for the Instapaddle Self-Service Bike Rentals at the Interurban Trail
- Visited businesses/events to take photos for future promos:
  - July
    - Farmers Market After Hours
    - 4th of July Parade
    - Mercadito La Rosita
    - Summer Concert Series at the Bentzin Family Town Square
    - Downtown Watertown Craft Beer Walk
  - August
    - Watertown Riverfest
    - Osaka Hibachi Ramen Thai Restaurant
    - Fox Music Company
    - Digital Marketing Series Co-Host
    - The Wellness Spa at Pine Hill Farm

**WATERTOWN PUBLIC LIBRARY**  
**BOARD OF TRUSTEES MEETING MINUTES**

September 14th, 2023

**1. CALL TO ORDER / ROLL CALL**

The meeting was called to order by Board President Chris Koppes at 5:30 PM.

Board Members Present: Gerike, Wetzel, Burke, Oudenhoven, Kohls, Rodriguez, Koppes, O'Neil

Board Members absent: Merfeld

Staff Present: Checkai, Hernandez, Peerenboom

**2. REVIEW CORRESPONDENCE**

Barb's Retirement letter was shared. In addition Cari, Julie, and Danielle received excellent customer service letters.

**3. CITIZENS TO BE HEARD**

Tammy Cederberg shared her concerns with the Board on the subject of transgenderism and gave background information on the multiple contacts she made to library staff before coming to the Board. One of the main concerns is the small number of books that present a competing view. Tammy suggested purchasing 49 books to help with the imbalance ratio. She was asked by the Library staff to select her top 10 books from the list of 49. Tammy also brought up that the WPL does not have forms to make a formal request to place books on the shelf.

Linda C. shared a personal experience and explained how she feels the library is facilitating transgenderism and that a lot of kids go through the confusion of gender like herself but grow out of it without the counseling or books influencing their decision. She too has a concern of the amount of books that facilitate this idea.

Louise is also another concerned citizen that would like to see a better ratio, and would like to see a more balanced amount for both sides than 72-2.

**4. APPEARANCES**

A. Darren Shretter:

**\*\*\*\*MOTION #1 to move to item 5A per Koppes, seconded per Wetzel. Approved per voice acclimation.**

**5. NEW BUSINESS**

A. Discuss with possible approval: Mission and vision statements

The Board was given visibility and status of the Library Strategic Plan with metrics. Highlighting the yellow items that show progress is being made but the goal has not been met. The Board gave Peg and staff the task to have a discussion and develop mission and vision statements.

**No action taken**



#### B. Review and take action: Library hiring panel

There was discussion about the expectation of a more diverse hiring panel. The Board asks Peg to seek clarification with Lisa S. from HR about what it means to be “diverse” and get an exact direction. In addition, to observe what other hiring panels look like. The Board also allowed Peg to ask Lisa if Gerard from the Lake Mills Library could be allowed to sit on a hiring panel if “diverse” meant having a male on the panel.

#### C. Review and take action: Memorandum of Understanding between the Library Board and City of Watertown.

Koppes shared what Jarred Burke shared at the finance committee where the MOU was discussed. He shared that this draft is a good idea because it provides structure between the library and the city. Questions were brought up about who decides who violates the agreement. Thoughts were shared about organizing a panel, a joint government committee, with some members to represent the Library and an equal number of members to represent the City. Another important point brought up is that we the Board should get a notice for an opportunity to fix our performance under the MOU. (An opportunity to cure with a respected time frame.)

We further evaluated the MOU and discussed the draft.

**\*\*\*Motion #2 per Betsy, seconded per Kohls motions to form a new sub committee of Koppes, Kohls, and Burke to negotiate the MOU with the city, without authority to bind the Board.**

Votes to approve: Gerike, Wetzel, Burke, O'Neil, Oudenhoven, Kohls, Rodriguez

**\*\*\*Motion#3 per Jarred, seconded per Koppes to add Oudenhoven to the new sub committee.**

Votes to approve: Gerike, Wetzel, Burke, O'Neil, Oudenhoven, Kohls, Rodriguez

**\*\*\*Motion#4 per Koppes, seconded per Kohls to move back to 4A. Darren Shretter.**

**Approved per voice acclimation.**

#### 4A. Appearances

Darren went over three punch list items. The first item is the flag pole, the project is to begin soon. They are working on a timetable for the pieces. They will be starting a demo by the end of the month or the first week of October. In addition, last week Darren went to the city to get permit forms to send to contractors. The next item is the donor wall that continues to be delayed for no good reason. Emails were exchanged. The time table for this project is the middle of October. The last item is the exterior signage, there is no timetable provided. Darren updated us about the contractor Miron and meeting with Peg last Tuesday. They went through all items and closed out everything but 3-4 items. Miron has offered, at no cost, to make a change to the children's service office to provide a new level of comfort and add a diffuser in the MakerSpace. Darren suggested at least requesting what they said they would provide, which is training in the form of video documents that show how to use the mechanical units and for the controls contractor to provide all needed information to troubleshoot on our own. The Board advises Peg to meet with the city attorney to evaluate the warranty items that are not being fixed.

No action taken.

5D. Review and take action: Upcoming Friends of the Library Events.

Going forward WPL will lead events working in partnership with Friends of the Library.

**No action taken**

E. Review and possible action: Fill remaining 100 Extraordinary Spots.

There was discussion about the possibility of filling the remaining spots as long as the original donors were highlighted in some way. The Board asked Peg to figure out the cost about highlighting and placing new names.

**No action taken**

Discuss and take action: Purchase equipment to clean inside and outside windows.

F. Kevin met with a company that specializes in equipment to clean outside and inside windows. The quote from the Schilling Supply Company is \$3,885.50.

**\*\*\*Motion # 5 per Burke, seconded per Wetzel to purchase equipment from the Schilling Supply company.**

Votes to approve: Gerike, Wetzel, Burke, O'Neil, Oudenhoven, Kohls, Rodriguez

**6. UNFINISHED BUSINESS**

A. Review and possible action: Strategic Plan

**No action taken**

B. Review and possible action: Materials Selection Policy

**\*\*\*Motion # 6 per Gerike, seconded per Oudenhoven to approve this new Materials Selection Policy.**

Votes to approve: Gerike, Wetzel, Burke, O'Neil, Oudenhoven, Kohls, Rodriguez

Discussion: Koppes points out freedom to read overly broad and drifts away from current policy in addition, refers the policy to city attorney to review.

**\*\*\*Motion # 7 per Gerike, seconded per Oudenhoven to amend motion #6 to approve the new Material Selection Policy pending city attorney's approval.**

Votes to approve: Gerike, Wetzel, Burke, O'Neil, Oudenhoven, Kohls, Rodriguez

C. Review and take possible action: Library Board of Trustees By-Laws.

Bylaws were reviewed in 2023.

**\*\*\*Motion # 8 per Gerike, seconded per Kohls to approve By-Laws.**

Votes to approve: Gerike, Wetzel, Burke, O'Neil, Oudenhoven, Kohls, Rodriguez

**7. DIRECTOR'S REPORT**

A. Review monthly highlights, budget figures and statistics

-Peg gave praise to Jamie for reviewing titles suggested by a library patron concerned about the imbalance of materials relating to transgenderism and competing views. Jamie researched the compiled list to what other libraries in the system owned, if they were fiction or non-fiction, cost

and availability. Nine of the suggested books were ordered and added to the collection..

- The change from Barb to Cari was a smooth transition and they welcomed Brittany.
- The Fire Department came out to the library to learn about updated sprinkler systems.
- The outdoor access points were installed
- Two donations were received from Joan Hinze (\$3,000) and David Hertel (\$500)
- Pads have been placed on the Main St. entrance door and the community room.
- Appraisal came in a little lower than expected
- Brick pillars were made using leftover bricks. Bricks are being stored for possible future use and the remaining pallet of bricks will be sold.

## 8. TRUSTEE'S REPORT

A. Discuss library related information in official capacity with possible suggestions for the next board meeting.

Discuss possible storage for afterhours bathroom maintenance.

## 9. PRESIDENT'S REPORT

A. Review contacts in official capacity

- Koppes met with the mayor about the MOU, one of the things brought up is he flagged definitions.
- The Mayor would appreciate more cooperation with the Square being used for programming.
- How the funds are viewed. Suggest to let the City Hall know before we make any monetary transfers
- To stay in full compliance with the Handbook and HR (What the Mayor is looking out of the MOU)
- Microphones and coat racks mentioned.

## 10. PERSONNEL AND POLICY

A. Discuss and approve: Resolution 2023 -11 Brittany Fiete

**\*\*\*Motion # 9 per Koppes, seconded per Gerike to approve resolution 2023-11 Brittany Fiete.**

Votes to approve: Gerike, Wetzel, O'Neil, Oudenhoven, Kohls, Rodriguez

B. Discuss and approve: Resolution 2023 -12

**\*\*\*Motion # 10 per Koppes, seconded per Wetzel to approve resolution 2023-12 Caroline Gunderson**

Votes to approve: Gerike, Wetzel, O'Neil, Oudenhoven, Kohls, Rodriguez

C. Discuss and approve: Resolution 2023 - 13

Recognition of Barbara Antonoupolos

**\*\*\*Motion # 11 per Koppes, seconded per O'Neil to approve resolution 2023-13**

### **Recognition of Barbara Antonoupolos**

Votes to approve: Gerike, Wetzel, O'Neil, Oudenhoven, Kohls, Rodriguez

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

A. Review and take action: Library Board of Trustees Minutes – August 10, 2023

B.. Review and take action: library expenditures and finances

C. Review and take action: library expansion expenditures.

**\*\*\*Motion # 12 per O'Neil, seconded per Rodriguez to consent agenda.**

Votes to approve: Gerike, Wetzel, O'Neil, Oudenhoven, Kohls, Rodriguez

### **12. ADJOURNMENT**

**\*\*\*Motion # 13 per Gerike, seconded per O'Neil to adjourn meeting at 7:49PM. Motion approved per voice acclimation.**

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

Respectfully submitted, Mariela Rodriguez

Commission members present: Ald. Board, Wetzel, Comm'r Thompson  
City employees present:  
Street Department Manager Stacy Winkleman  
Assistant City Engineer Andrew Beyer

1. CALL TO ORDER at 5:31

2. COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT

None

3. REVIEW AND APPROVE MINUTES from Public Works September 12, 2023

Move to approve Ald. Board

2nd Comm'r Thompson

Carried by unanimous voice vote

4. BUSINESS

A. Review and Discuss: Action to be taken with streetlight installation on Chadwick Drive between South St. and Arlington Dr. (Ald. Blanke joined the discussion via Zoom)

WEnergies submitted the estimated cost at \$27,411 for four (4) lights (coach lights as are already there). Since this came in under budget no vote was needed. Work should be completed this fall.

B. Update, no action required: Labaree Street STP-Urban Grant Submittal

The Engineering Division sought permission from the Finance Committee to submit one application for Wisconsin Department of Transportation (WisDOT) Surface Transportation Program (STP) Urban funding. The upcoming cycle would provide funding between 2024 and 2028. The STP Urban program is a reimbursement program in which the state provides 80% funding for eligible road improvements. The City is responsible for funding the remaining 20% of eligible road improvements. The Engineering Department is recommending that Labaree Street between N. Fourth Street and Boughton Street be submitted for STP Urban funding for a 2028 construction project.

If approved we will apply for an RFP in 2025. Labaree needs water main work and it seemed that this would be good to include for the 2028 time frame. There should be no cost to the property owners from past experience.

Public involvement meetings will commence shortly after 2025. Grant application is due in late October.

C. Update, no action required: S. Church Street Shared-use Path TAP Grant submittal

The Engineering Division has sought approval from the Finance Committee to apply for a Wisconsin Department of Transportation (WisDOT) Transportation Alternatives Program (TAP) Grant to establish a shared use path on the east side of S. Church Street between Jefferson Road and Air Park Drive. This project will help facilitate safe passage for bicyclists and pedestrians in the south side of the City, particularly between residential areas, commercial areas, and other destinations and workplaces in the area. This shared use path will also support tourism in the City, as it will connect the Airport and established hotels with the commercial area south of Air Park Drive. Grant application is due in late October.

5. ADJOURNMENT at 5:45

Move to approve Comm'r Thompson

2nd Ald. Board

Carried by unanimous voice vote

Respectfully submitted,

Bob Wetzel

Public Works Commission Chair

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



# Watertown Fire Department

## Monthly Report August 2023



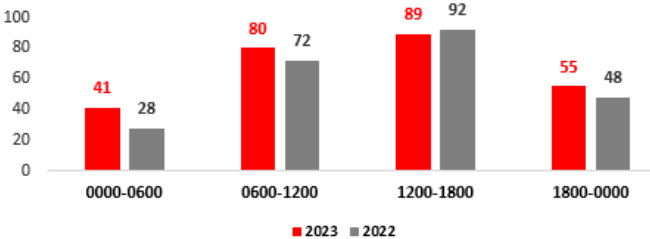




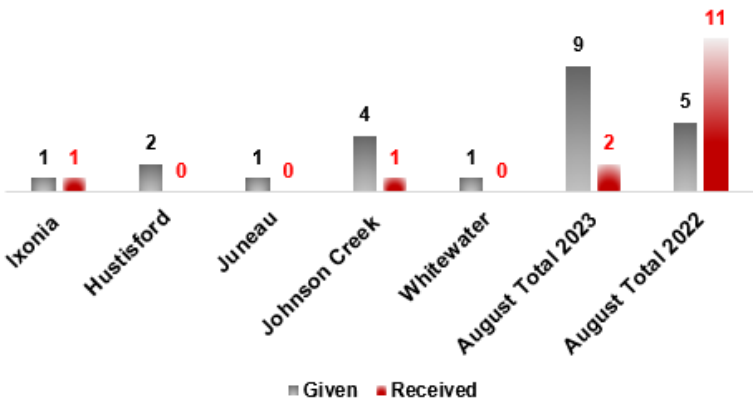
# Watertown Fire Department Monthly Report

## Operational Statistics

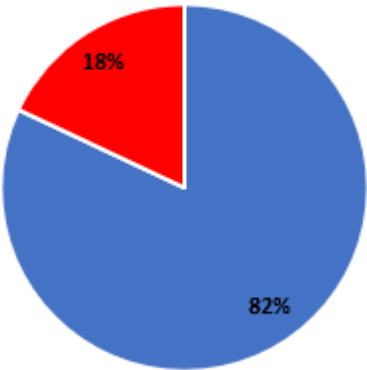
August Number of Calls  
Between the Hour of:



August Mutual Aid Calls



August Simultaneous  
Calls Breakdown



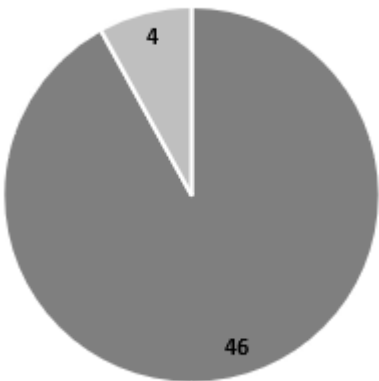
■ Medical ■ Fire

19% of the time we had multiple calls

2022 Simultaneous Calls	
2 <sup>nd</sup> out calls	44
3 <sup>rd</sup> out calls	8
4 <sup>th</sup> out calls	0
Total	52

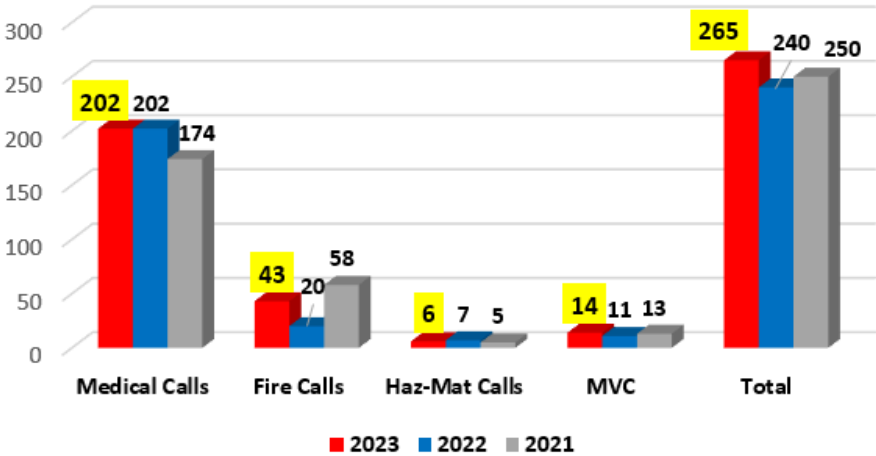
22% of the time we had multiple calls

August Simultaneous Calls



■ 2nd outs ■ 3rd & 4th outs

3-year Comparison of August Calls





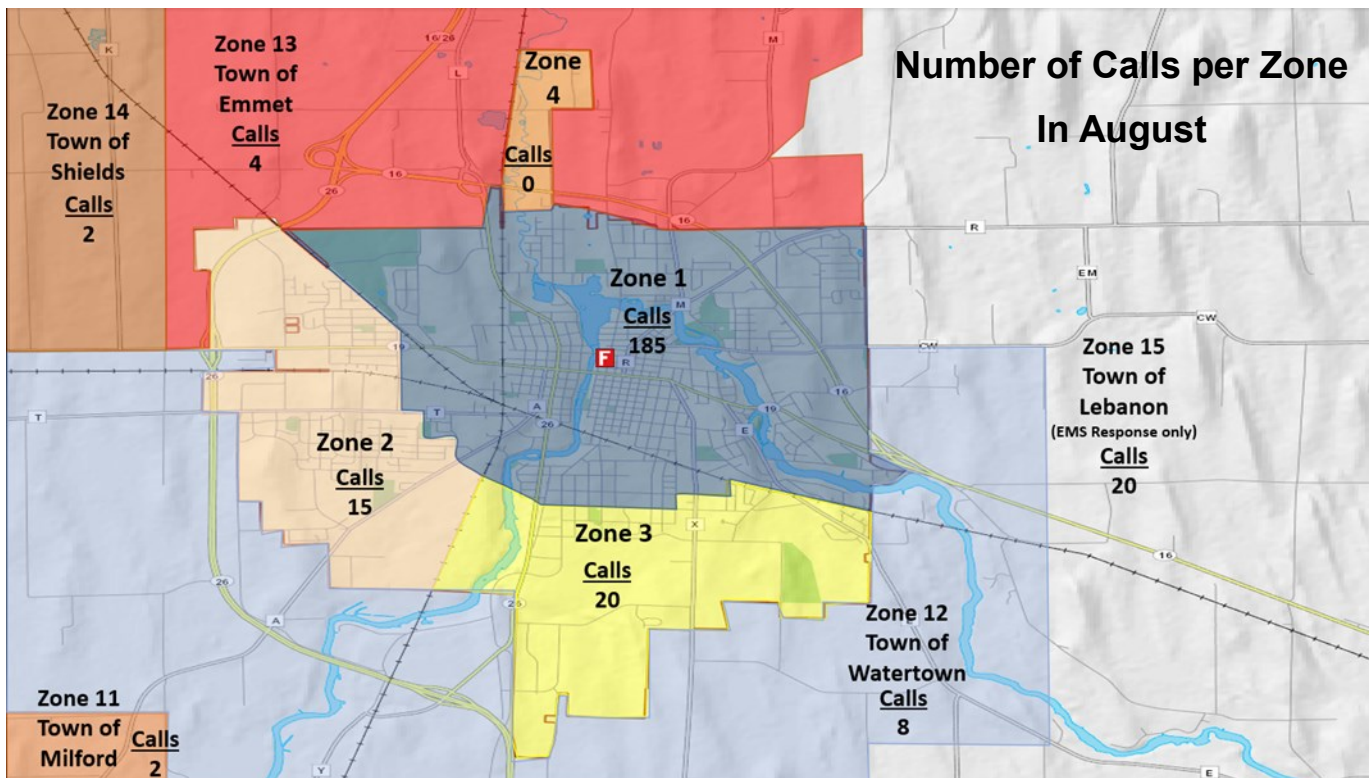
# Watertown Fire Department Monthly Report

Operational Statistics

Section 7, Item A.

## August Response Times

Zone	Turnout Time			Response Times		
	Time from alarm to out the door			Time from alarm to arrival		
	EMS	Fire	Combined	EMS	Fire	Combined
Zone-1	1:07	1:07	1:07	4:36	3:53	4:34
Zone-2	1:04	1:52	1:22	5:36	6:44	6:02
Zone-3	1:19	:59	1:13	5:53	4:52	5:34
Zone-4	-	-	-	-	-	-
Zone- 11 Milford	:43	-	:43	17:41	-	17:41
Zone- 12 Town of Watertown	:43	-	:43	7:08	-	7:08
Zone- 13 Emmet	1:39	-	1:39	6:27	-	6:27
Zone- 14 Shields	1:37	-	1:37	11:09	-	11:09
Zone- 15 Lebanon	1:12	N/A	N/A	8:56	N/A	N/A
Delay due to Simultaneous Calls	4:07			8:43		
*Department Standards- Turnout - 60 sec EMS/80 Sec Fire- Response- Fire & EMS 6 minutes*						



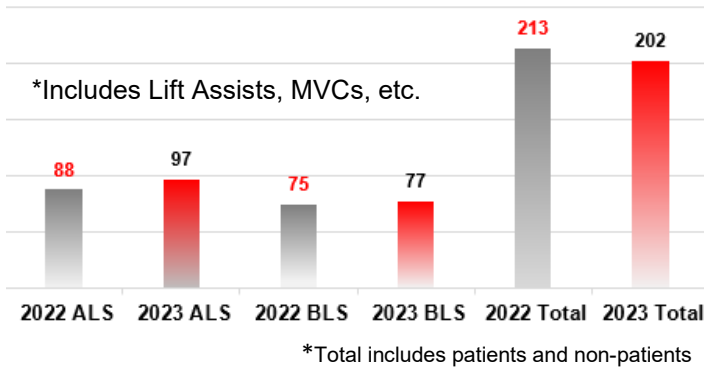




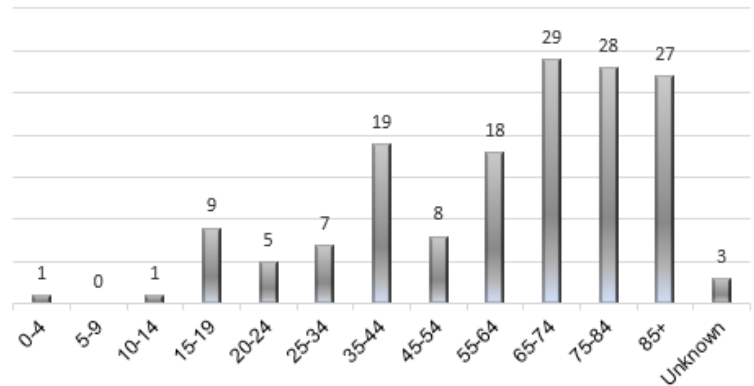
# Watertown Fire Department Monthly Report

## Emergency Medical Services

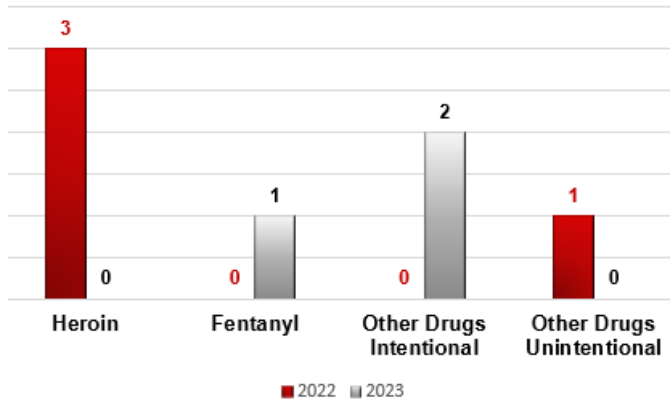
### August Emergency Medical Advanced/Basic Life Saving Calls



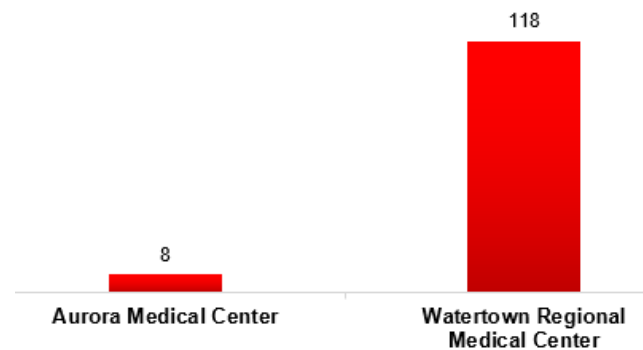
### August Patient Contact by Age



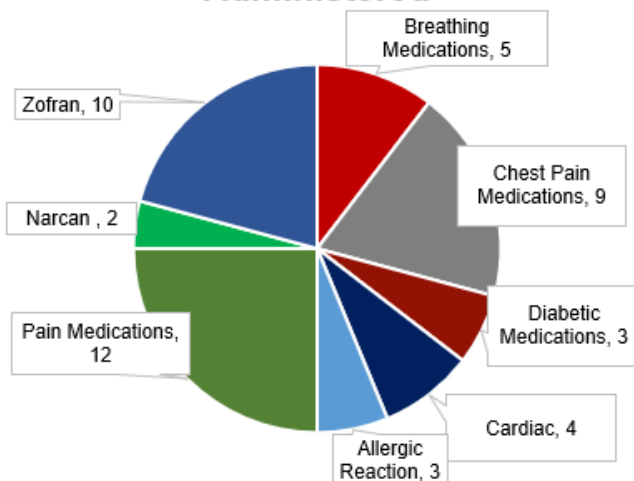
### August Overdoses



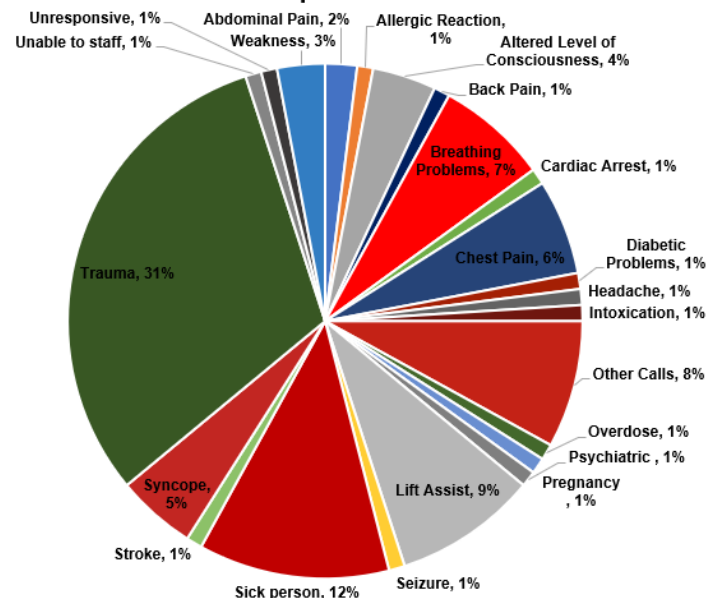
### August Hospital Transports



### August Medications Administered



### August EMS Call Purpose by Provider Primary Impression



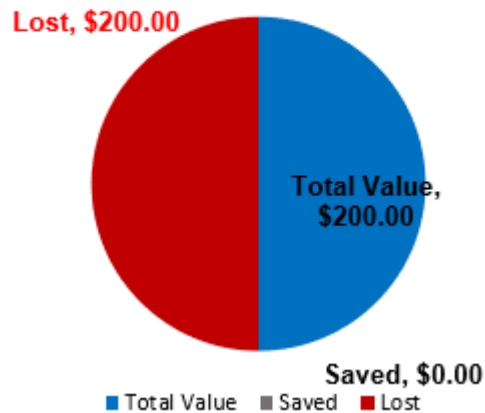
\*Traumatic injuries include Lift Assists, MVCs, falls, trauma related



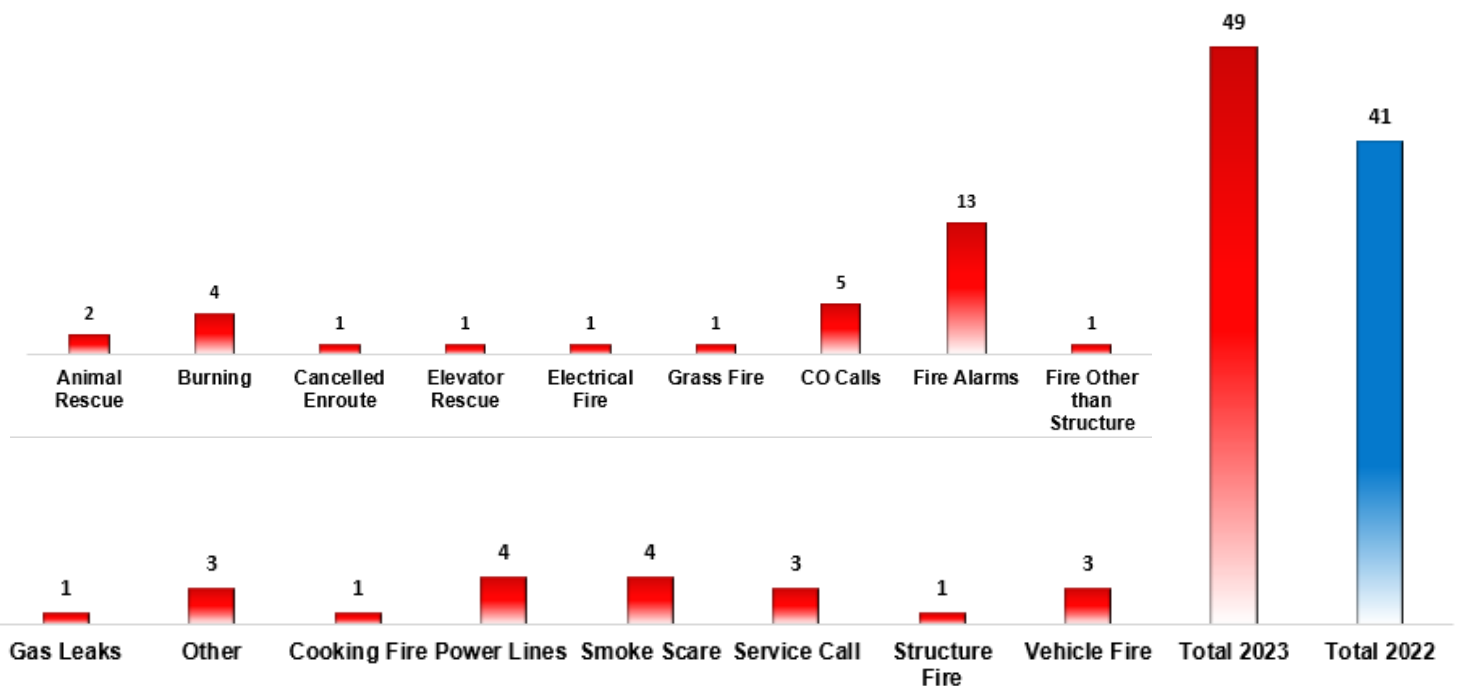
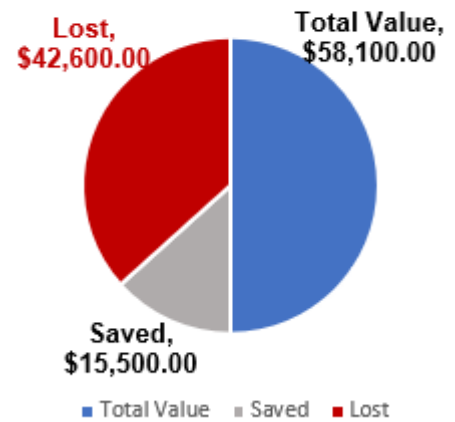
# Watertown Fire Department Monthly Report

Fire Incidents

## August 2022 Fire Dollar Saved vs. Loss



## August 2023 Fire Dollar Saved vs. Loss





# **Watertown Fire Department Monthly Report**

Department Training

**For the month of August, department members trained on the following:**

## **Engine Company**

Short Set Back Hose Deployments  
Engine Placement/Proactive MPO

## **Truck Company**

Ladder Bailouts  
Window Hangs

## **Rescue Company**

Vehicle Stabilization/Low Angel Systems

## **EMS Training**

Met with the Hospital Lead Pharmacologist

**Total A Shift Training Hours - 171.25**  
**Total B Shift Training Hours - 203.75**  
**Total C Shift Training Hours - 238.75**  
**Total Shift Training Hours - 442.50**

**Total Department  
Training Hours  
666**



8 Hours



38.5 Hours



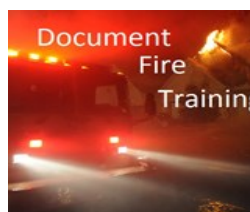
43 Hours



1



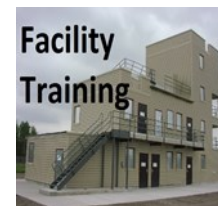
27 Hours



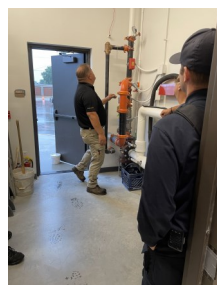
409 Hours



121 Hours



19.5 Hours



On August 14th, 16th, & 22nd, the Watertown Fire Department crew attended sprinkler systems training at the Watertown Public Library

On August 10th, 11th, & 17th, The Watertown Fire Department crew attended LVAD training. Aurora/St. Lukes LVAD team came and conducted the training.

On August 18th, the Watertown Fire Department crew trained on the new F500 foam for fire suppression.

On August 28th, 29th, & 31st the Watertown Water Department came in and trained the Watertown Fire Department crew on hydrant operation.

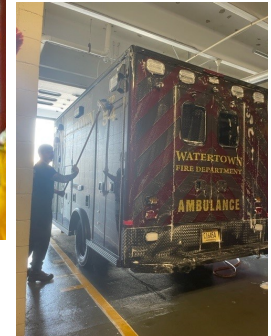
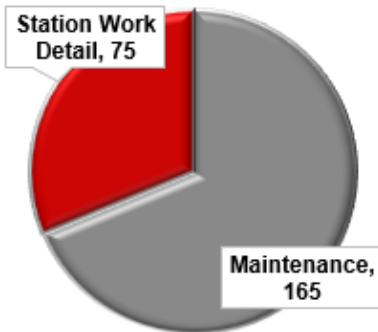


# Watertown Fire Department Monthly Report

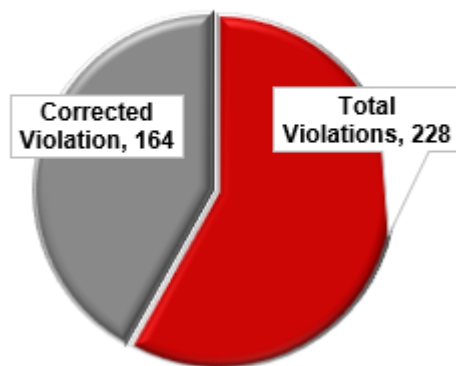
## Community Risk Reduction



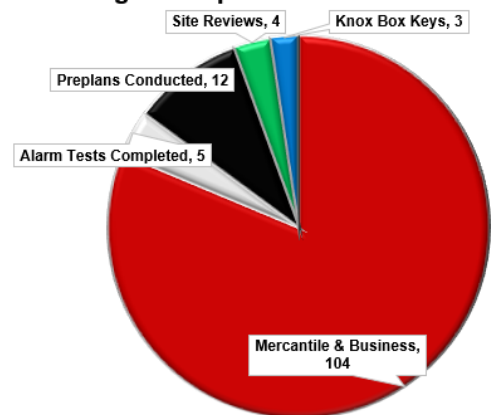
### August Maintenance & Station Work Hours



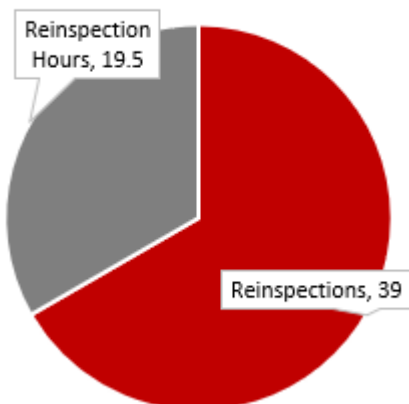
### August Violations



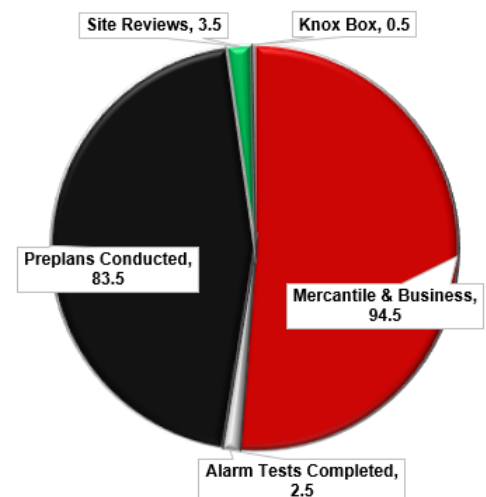
### August Inspections/Alarm Tests



### August Reinspections



### August Inspection/Test Hours





# Watertown Fire Department Monthly Report

## Community Risk Reduction



2022	2023	August
202	1570	Outreached Citizens
11	62.5	Contact Hours

### 1 Unsafe Assessments

### No Community Resource Referrals



**30 Smoke  
Detector  
Installations**



**1 Smoke  
Detector  
Battery  
Change**



**1 Home  
Safety  
Check**



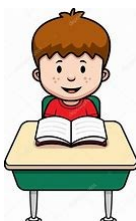
**10 CO  
Detectors  
Installed**



**3 CPR  
Classes**



**3 Football  
Game Standbys**



**4 Student &  
Public Riders**



**15 Public  
Relations  
Events**



**3 Station/On-  
location  
Tours**





## Watertown Fire Department Monthly Report

### Department Incidents

#### August 12th-Structure Fire

137 W Center, Whitewater

Truck 71 responded to a MABAS request for a structure fire. WFD was responsible for staging and was on-scene for 30 minutes then released.

#### August 27th-Landfill Fire

N6756 Waldman Ln., Johnson Creek

C4101 & Engine 62 responded to a MABAS landfill fire. E62 provided manpower on a handline and extinguished the fire. Total on-scene time was 1 1/4 hours.

#### Vehicle Crashes

Watertown Fire Department responded to 14 crashes in August.

#### August 26th-Equipment Fire

W5472 West Rd., Watertown

4110, Brush 81, Tender 91, & Engine 62 responded to a tractor fire in a field. Extinguishment and overhaul were performed. Total on-scene time was just about 1 hour.

#### August 29th-Vehicle Fire

1568 N Randall Rd., Lebanon

Med 54 responded to a Auto Aid call for a vehicle fire in the town of Lebanon. Cleared on arrival with no patient contact



## Watertown Fire Department Monthly Report

### Department Happenings, & Public Relations

#### August 9th-13th-Riverfest– Riverside Park., Watertown

The Watertown Fire Department did a safety walk-through before and during the opening of Riverfest.

#### August 8th & 22nd -Farmers Market

Riverside Park., Watertown

Watertown Fire Department staff attended the Farmers Market to promote different outreach programs we have and to do Hands-On CPR training.



#### August 25th-First Responder Honoring Watertown High School, Watertown

The on-duty crew attended a tailgate before the football game and at half time were honored along with other first responders and veterans in the area.

#### August 24th-Employee Appreciation Event

Watertown Senior Center

The Watertown Fire Department crew attended an employee appreciation event put on by the City. It included lunch, games, and social time.



#### August 25th-Football Game Stand By Watertown High School, Watertown Luther Prep High School, Watertown

The on-duty crew provided EMS standby to the high school football games in case of an emergency.



## Watertown Fire Department Monthly Report

## Department Happenings, & Public Relations

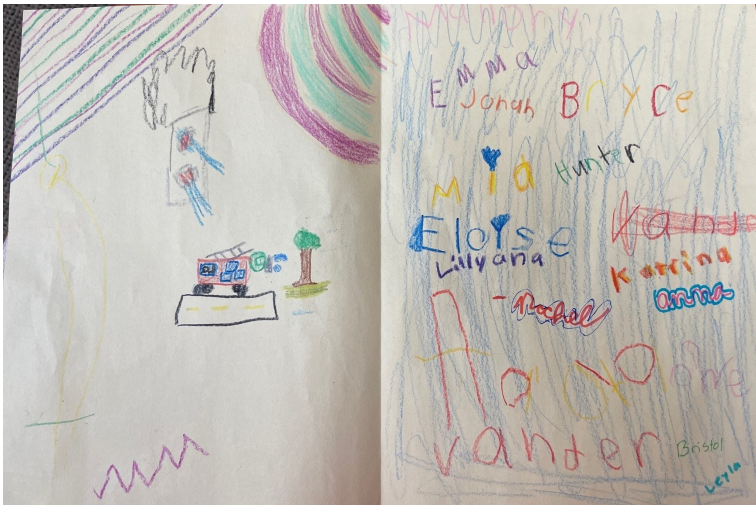
Section 7, Item A.

# You've Been Caught Doing an Outstanding Job!



Thank you for all that you have  
done and for all that you continue  
to do in serving others.

*Watertown High School Athletics*



## Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

Invoice.Payment due date = 10/03/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
<b>10-33 VEHICLE SERVICES LLC</b>						
910	10-33 VEHICLE SERVICES LLC	2911	RADIO PARTS	09/17/2023	3,747.20	05-52-11-70 CAPITAL PROJECTS
Total 910:					3,747.20	
<b>ABBIGAIL KUEHN</b>						
6912	ABBIGAIL KUEHN	20230921 AK	REIMBURSEMENT WELLNESS	09/21/2023	30.93	01-51-60-18 SUPPLIES & EXPENSE
Total 6912:					30.93	
<b>ADVANCED HEALTH AND SAFETY LLC</b>						
1111	ADVANCED HEALTH AND SAFE	AHS 13014	ASBESTOS/LEAD INSP 2 E MAI	08/31/2023	700.00	05-58-11-40 BRIDGES
Total 1111:					700.00	
<b>ALSCO INC</b>						
1512	ALSCO INC	IMIL1947307	SHIRTS AND COVERALLS MEC	09/15/2023	31.29	01-54-31-59 SAFETY EQUIPMENT
1512	ALSCO INC	IMIL1947307	COVERALLS STORM WATER T	09/15/2023	15.64	16-58-16-41 SAFETY EQUIPMENT
1512	ALSCO INC	IMIL1947307	COVERALL SERVICE FOR SOLI	09/15/2023	20.70	17-58-17-59 SAFETY EQUIPMENT
Total 1512:					67.63	
1512	ALSCO INC	IMIL1949290	SHIRTS AND COVERALLS MEC	09/22/2023	58.90	01-54-31-59 SAFETY EQUIPMENT
1512	ALSCO INC	IMIL1949290	COVERALLS STORM WATER T	09/22/2023	29.45	16-58-16-41 SAFETY EQUIPMENT
1512	ALSCO INC	IMIL1949290	COVERALL SERVICE FOR SOLI	09/22/2023	5.06	17-58-17-59 SAFETY EQUIPMENT
Total 1512:					93.41	
<b>ANDREA DRAEGER</b>						
553411	ANDREA DRAEGER	13802	REFUND CREATIVE MOVEMEN	08/29/2023	60.00	01-44-62-10 REC DEPT. REVENUE
Total 553411:					60.00	
<b>APEX ENGINEERING PRODUCTS CORP</b>						
554979	APEX ENGINEERING PRODUCT	0171031-IN	RYDLYME-CLEAN PRMRY SLUD	09/17/2023	9,185.55	02-82-00-60 OTHER CHEMICALS
Total 554979:					9,185.55	
<b>APG OF SOUTHERN WISCONSIN</b>						
1003	APG OF SOUTHERN WISCONSI	21406-0723	PUBLISHED NOTICE - JULY	07/31/2023	1,283.25	01-51-11-20 OFFICIAL PUBLICATIONS
Total 1003:					1,283.25	
<b>AT&amp;T MOBILITY-FIRSTNET</b>						
552664	AT&T MOBILITY-FIRSTNET	287310587104	PD - PHONES	09/07/2023	1,351.58	01-52-11-32 TELEPHONE
Total 552664:					1,351.58	
<b>AYRES ASSOCIATES INC</b>						
1990	AYRES ASSOCIATES INC	210196	CADY ST BRIDGE PROJ 42-133	09/25/2023	4,159.34	05-58-11-40 BRIDGES



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total 1990:					4,159.34	
<b>BADGER PEST CONTROL LLC</b>						
552514	BADGER PEST CONTROL LLC	55286	MUNI BLDG - PEST CONTROL	09/09/2023	500.00	01-51-71-26 MAINTENANCE CONTRA
Total 552514:					500.00	
<b>BEHNKE MATERIALS ENGINEERING LLC</b>						
2201	BEHNKE MATERIALS ENGINEE	1535	TESTING SERVICES 2023	08/31/2023	5,060.00	05-58-11-69 STREETS
Total 2201:					5,060.00	
<b>BROOKS TRACTOR INC</b>						
2775	BROOKS TRACTOR INC	102790	LOADER TROUBLESHOOT AND	09/08/2023	3,915.64	01-54-11-20 REPAIRS
Total 2775:					3,915.64	
2775	BROOKS TRACTOR INC	S38743	CORE CREDIT	09/11/2023	200.00-	01-54-11-20 REPAIRS
Total 2775:					200.00-	
2775	BROOKS TRACTOR INC	S39178	U-JOINTS/PARTS FOR LOADER	09/22/2023	1,146.76	01-54-11-20 REPAIRS
Total 2775:					1,146.76	
<b>BUDGET TRUCK AND AUTO BODY INC</b>						
554709	BUDGET TRUCK AND AUTO BO	56409	MED 54 ACCIDENT REPAIR FIR	08/23/2023	10,115.00	01-52-31-42 APPARATUS MAINTENAN
Total 554709:					10,115.00	
<b>CAROL QUEST-PETTY CASH</b>						
17386	CAROL QUEST-PETTY CASH	Sept 2023	EH - SUPPLIES FOR WATER TE	09/18/2023	2.49	14-53-13-18 SUPPLIES
17386	CAROL QUEST-PETTY CASH	Sept 2023	EH - SUPPLIES FOR WATER TE	09/18/2023	2.49	14-53-13-18 SUPPLIES
17386	CAROL QUEST-PETTY CASH	Sept 2023	EP - MEAL FOR CONFERENCE -	09/18/2023	14.27	15-53-14-23 EDUCATION/TRAINING
17386	CAROL QUEST-PETTY CASH	Sept 2023	EH - SUPPLIES FOR WATER TE	09/18/2023	2.49	14-53-13-18 SUPPLIES
17386	CAROL QUEST-PETTY CASH	Sept 2023	EH - SUPPLIES FOR WATER TE	09/18/2023	2.49	14-53-13-18 SUPPLIES
17386	CAROL QUEST-PETTY CASH	Sept 2023	EH - PARKING FOR WEHA	09/18/2023	6.00	14-53-13-23 EDUCATION/TRAINING
17386	CAROL QUEST-PETTY CASH	Sept 2023	EH - PARKING FOR WEHA	09/18/2023	6.00	14-53-13-23 EDUCATION/TRAINING
17386	CAROL QUEST-PETTY CASH	Sept 2023	EH - PARKING FOR WEHA	09/18/2023	3.00	14-53-13-23 EDUCATION/TRAINING
17386	CAROL QUEST-PETTY CASH	Sept 2023	EP - MEAL FOR CONFERENCE -	09/18/2023	11.07	15-53-14-23 EDUCATION/TRAINING
17386	CAROL QUEST-PETTY CASH	Sept 2023	EP - MEAL FOR CONFERENCE -	09/18/2023	11.75	15-53-14-23 EDUCATION/TRAINING
Total 17386:					62.05	
<b>CARRICO AQUATIC RESOURCES INC</b>						
3129	CARRICO AQUATIC RESOURCE	20235902	HYDROSTATIC VALVE	09/14/2023	57.06	01-55-22-40 CHEMICALS
Total 3129:					57.06	
<b>CONSTRUCTION FABRICS &amp; MATERIALS CORP</b>						
3755	CONSTRUCTION FABRICS & MA	205920	SILT SOCKS, STRAW AND INLE	09/12/2023	1,332.00	16-58-16-46 EXCAVATE/REPAIR/INSTA
Total 3755:					1,332.00	
<b>CONVERGENT SOLUTIONS INC</b>						
3762	CONVERGENT SOLUTIONS INC	55941	PHONE SYSTEM SUPPORT - E	08/31/2023	208.50	01-51-86-11 CONTRACTED IT SUPPO

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
3762	CONVERGENT SOLUTIONS INC	55941	PHONE SYSTEM BACKUP	08/31/2023	9.95	01-51-86-11 CONTRACTED IT SUPPO
Total 3762:					218.45	
<b>CORE &amp; MAIN LP</b>						
3784	CORE & MAIN LP	S841217	INVENTORY PARTS - WTR	08/21/2023	701.32	03-01-15-40 WATER MATERIALS & SU
Total 3784:					701.32	
3784	CORE & MAIN LP	T521754	INVENTORY PARTS - WTR	09/15/2023	4,965.00	03-01-15-40 WATER MATERIALS & SU
Total 3784:					4,965.00	
<b>CORPORATE BUSINESS SYSTEMS</b>						
3793	CORPORATE BUSINESS SYSTE	34876866	COPIER LEASE FEE FIRE	09/13/2023	733.44	01-52-31-44 OFFICE SUPPLIES
Total 3793:					733.44	
<b>DAHM ENTERPRISES INC</b>						
553207	DAHM ENTERPRISES INC	1889	SLUDGE HAULING/LAND APPLI	09/13/2023	20,947.50	02-85-00-21 CONTRACT SLUDGE HA
Total 553207:					20,947.50	
<b>DIGICORP INC</b>						
4468	DIGICORP INC	347828	SENTINELONE LICENSE - COM	09/15/2023	845.00	01-51-86-44 SOFTWARE SUPPORT/S
4468	DIGICORP INC	347828	APPRIVER OFFICE 365 BACKU	09/15/2023	534.00	01-51-86-44 SOFTWARE SUPPORT/S
4468	DIGICORP INC	347828	MICROSOFT OFFICE 365 LICEN	09/15/2023	3,956.00	01-51-86-44 SOFTWARE SUPPORT/S
4468	DIGICORP INC	347828	MICROSOFT OFFICE 365 LICEN	09/15/2023	737.20	01-51-86-44 SOFTWARE SUPPORT/S
Total 4468:					6,072.20	
4468	DIGICORP INC	347920	RAM ISSUE ON LB COMPUTER	09/21/2023	183.00	02-85-00-20 OUTSIDE SERVICES EM
Total 4468:					183.00	
<b>EC PLUMBING LLC</b>						
554247	EC PLUMBING LLC	1015	600 UNION ST VLV RPR - WTR	09/14/2023	530.24	03-99-23-18 OUTSIDE SERVICES EXP
Total 554247:					530.24	
554247	EC PLUMBING LLC	1016	413 S CHURCH-RPL KITCHEN F	09/14/2023	686.96	03-99-23-18 OUTSIDE SERVICES EXP
Total 554247:					686.96	
<b>ENVIRONMENTAL CONSULTING AND TESTING INC</b>						
553081	ENVIRONMENTAL CONSULTING	6580	ACUTE & CHRONIC WET TESTI	09/20/2023	1,800.00	02-82-00-49 OUTSIDE LABORATORY
Total 553081:					1,800.00	
<b>ENVIROTECH EQUIPMENT</b>						
5635	ENVIROTECH EQUIPMENT	22-0022055	BRACKET	09/20/2023	85.72	16-58-16-22 MAINTENANCE
Total 5635:					85.72	
<b>ESSENTIAL DETAILS LLC</b>						
554803	ESSENTIAL DETAILS LLC	92523	2024 PREPAY ENT FOR TS	09/25/2023	1,650.00	26-16-22-00 PREPAID EXPENSES

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total 554803:					1,650.00	
<b>EZRA SMITH</b>						
554974	EZRA SMITH	91423	REFUND LIFEGUARD FEE	09/14/2023	215.00	01-44-62-32 INDOOR POOL REVENU
Total 554974:					215.00	
<b>GERBER LEISURE PRODUCTS INC</b>						
7262	GERBER LEISURE PRODUCTS I	10281	PLAYGROUND WOOD CHIPS	09/21/2023	11,200.00	05-58-11-20 PARK EXPANSION
Total 7262:					11,200.00	
<b>GRAEF</b>						
554795	GRAEF	0126874	ADA RAMP - DOWNTOWN MAIN	06/04/2023	5,904.00	05-58-11-26 DOWNTOWN/MAIN ST IM
Total 554795:					5,904.00	
554795	GRAEF	0127216	ADA RAMP - DOWNTOWN MAIN	06/22/2023	8,364.00	05-58-11-26 DOWNTOWN/MAIN ST IM
Total 554795:					8,364.00	
554795	GRAEF	0128388	ADA RAMP - DOWNTOWN MAIN	08/29/2023	984.00	05-58-11-26 DOWNTOWN/MAIN ST IM
Total 554795:					984.00	
554795	GRAEF	0128721	CIVIC CENTER RETAINING WAL	09/19/2023	5,276.77	05-55-24-70 CAPITAL OUTLAY
Total 554795:					5,276.77	
<b>H&amp;H FIRE PROTECTION LLC</b>						
8009	H&H FIRE PROTECTION LLC	19537	ANNUAL FIRE EXT INSP & REPA	09/06/2023	55.75	01-51-71-26 MAINTENANCE CONTRA
Total 8009:					55.75	
<b>INSIGHT FS</b>						
9415	INSIGHT FS	16016615	DIESEL FUEL - WW	09/19/2023	8,315.95	02-82-00-40 GASOLINE
Total 9415:					8,315.95	
9415	INSIGHT FS	57040798	GREENYARD MULCH	09/22/2023	303.13	16-58-16-19 MISC. STREET SUPPLIE
Total 9415:					303.13	
<b>INTERSTATE BILLING SERVICE INC</b>						
9490	INTERSTATE BILLING SERVICE	X101076981:0	BRAKES AND AIR FILTER FOR S	09/20/2023	384.12	17-58-17-20 REPAIRS
Total 9490:					384.12	
<b>IT'S RACE TIME, INC</b>						
9925	IT'S RACE TIME, INC	1915	TIMING FOR 5 K RUN	09/25/2023	1,044.10	24-58-11-13 POLICE DEPT. DONATIO
Total 9925:					1,044.10	
<b>JANA ZIMMERMAN</b>						
554975	JANA ZIMMERMAN	0015193	LIFEGUARD REFUND	06/07/2023	200.00	01-44-62-32 INDOOR POOL REVENU

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total 554975:					200.00	
<b>JEFFERSON COUNTY SHERIFF</b>						
10290	JEFFERSON COUNTY SHERIFF	091123	AUGUST BOARD BILL	09/11/2023	60.00	01-51-21-45 PRISONER EXPENSES
Total 10290:					60.00	
<b>JEFFERSON FIRE AND SAFETY INC</b>						
10300	JEFFERSON FIRE AND SAFETY	IN306890	MED 53 SIDE ENTRY DOOR RE	09/21/2023	223.20	01-52-31-42 APPARATUS MAINTENAN
Total 10300:					223.20	
<b>JOHNS RECYCLING INC</b>						
10496	JOHNS RECYCLING INC	22902	SINGLE STREAM MIX RECYCLI	08/31/2023	6,395.79	17-58-17-41 OUTSIDE RECYCLING S
Total 10496:					6,395.79	
<b>KATHERINE GATLIN</b>						
7141	KATHERINE GATLIN	92523	REC CONTRACT DANCE INSTR	09/25/2023	3,158.40	01-55-21-17 CONTRACTED SPORTS
Total 7141:					3,158.40	
<b>KIMBALL MIDWEST</b>						
11383	KIMBALL MIDWEST	101454762	STOCK PARTS FOR STREET M	09/19/2023	578.40	01-54-11-20 REPAIRS
Total 11383:					578.40	
11383	KIMBALL MIDWEST	101466655	STREET STOCK PARTS	09/21/2023	575.55	01-54-11-20 REPAIRS
Total 11383:					575.55	
<b>KOCH'S TELECOMMUNICATIONS</b>						
11500	KOCH'S TELECOMMUNICATION	55397	LOCATES DUE TO PLANE CRAS	09/13/2023	360.30	25-58-25-25 LOCATES
Total 11500:					360.30	
<b>LAKESIDE INTERNATIONAL TRUCKS</b>						
12048	LAKESIDE INTERNATIONAL TR	5178279P	SHOES AND DRUM	09/22/2023	871.82	01-54-11-20 REPAIRS
Total 12048:					871.82	
<b>LANGE ENTERPRISES</b>						
12110	LANGE ENTERPRISES	85006	RR CROSSING SIGN	09/15/2023	61.87	01-54-41-18 SUPPLIES & EXPENSE
Total 12110:					61.87	
<b>LORI BOCHER</b>						
2480	LORI BOCHER	92523	WESTERN AVENUE FLOWER B	09/25/2023	67.88	01-55-41-18 SUPPLIES & EXPENSE
Total 2480:					67.88	
<b>LYCON INC</b>						
553951	LYCON INC	0375289-IN	EXPANSION FOAM FOR CONCR	09/21/2023	23.00	16-58-16-19 MISC. STREET SUPPLIE
Total 553951:					23.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
553951	LYCON INC	0375410-IN	EXPANSION FOAM FOR CONCR	09/25/2023	138.00	16-58-16-19 MISC. STREET SUPPLIE
	Total 553951:				138.00	
553951	LYCON INC	0988396-IN	CONCRETE 2ND AND JONES	05/31/2023	2,584.00	05-58-11-20 PARK EXPANSION
	Total 553951:				2,584.00	
553951	LYCON INC	0988802-IN	CONCRETE EMERALD & 4TH	06/04/2023	1,197.00	05-58-11-69 STREETS
	Total 553951:				1,197.00	
553951	LYCON INC	1001145-IN	CONCRETE - STORM WATER	09/17/2023	268.00	16-58-16-46 EXCAVATE/REPAIR/INSTA
553951	LYCON INC	1001145-IN	CONCRETE - WATER	09/17/2023	1,622.75	03-66-73-18 SUPPLIES-MAINT. T & D
	Total 553951:				1,890.75	
553951	LYCON INC	1001758-IN	CONCRETE HART ST STORMW	09/24/2023	596.00	16-58-16-46 EXCAVATE/REPAIR/INSTA
	Total 553951:				596.00	
553951	LYCON INC	1001759-IN	1410 RIVER DR-CONCRETE - W	09/24/2023	536.00	03-66-75-18 SUPPLIES-MAINT. SERVI
	Total 553951:				536.00	
<b>MABAS WI KNOX BOX PROGRAM COOR</b>						
554880	MABAS WI KNOX BOX PROGRA	082223	3 KNOX BOX KEYS FIRE	08/22/2023	45.00	24-58-11-05 FIRE 2% DUES
	Total 554880:				45.00	
<b>MACQUEEN EQUIPMENT</b>						
13035	MACQUEEN EQUIPMENT	P19340	COMMAND TRUCK HURST TOO	08/31/2023	1,180.16	05-52-31-70 CAPITAL PROJECTS
	Total 13035:				1,180.16	
<b>MADISON EKSTROM</b>						
554989	MADISON EKSTROM	20230901 WEL	WELLNESS GRANT REIMBURS	09/27/2023	50.00	01-51-60-18 SUPPLIES & EXPENSE
	Total 554989:				50.00	
<b>MARTELLE WATER TREATMENT</b>						
13099	MARTELLE WATER TREATMEN	25869	CHLORINE - WTR	09/20/2023	3,055.00	03-64-41-40 OPERATION CHEMICALS
	Total 13099:				3,055.00	
<b>MEAD AND HUNT INC</b>						
554744	MEAD AND HUNT INC	354354	PROJ R4666751-231066.01 GIS	09/13/2023	506.00	01-54-10-50 GIS
	Total 554744:				506.00	
<b>MENARDS INC</b>						
13384	MENARDS INC	58481	MARINE POLISH, BATTERIES, V	09/11/2023	210.27	01-55-22-20 REPAIRS
	Total 13384:				210.27	
13384	MENARDS INC	58605	WAC PAINTING ITEMS	09/14/2023	327.28	01-55-22-20 REPAIRS

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total 13384:					327.28	
13384	MENARDS INC	58667	EROSION MATTING	09/15/2023	84.96	01-55-41-20 REPAIRS
Total 13384:					84.96	
13384	MENARDS INC	58675	CLEANING SUPPLIES - WW	09/15/2023	96.68	02-85-00-44 OFFICE SUPPLIES & EX
13384	MENARDS INC	58675	LOCTITE-CAMEL TRUCK - WW	09/15/2023	8.99	02-83-10-45 TV/CLEANING EQUIPME
13384	MENARDS INC	58675	LAB SUPPLIES-BAGS/ALMN FOI	09/15/2023	20.61	02-82-00-48 PLANT TESTING
13384	MENARDS INC	58675	PLANT HYD NIPPLE(5)/HVAC FL	09/15/2023	216.26	02-83-10-40 GENERAL PLANT STRUC
Total 13384:					342.54	
<b>MICHAEL HOYT</b>						
8710	MICHAEL HOYT	HOYT REIMB	HOYT-TRAINING REIMB	09/26/2023	32.71	01-52-11-56 TRAINING
Total 8710:					32.71	
<b>MIDDLETON FARMERS COOPERATIVE COMPANY</b>						
554035	MIDDLETON FARMERS COOPE	520	ROADMASTER FUEL	09/19/2023	31,095.26	01-54-11-40 GASOLINE
Total 554035:					31,095.26	
<b>MORaine PARK TECHNICAL COLLEGE</b>						
13695	MORaine PARK TECHNICAL CO	S0091831	BRAUNSCHWEIG DO ARIEL TE	05/05/2023	80.00	01-52-31-48 TRAINING TUITION
Total 13695:					80.00	
13695	MORaine PARK TECHNICAL CO	S0093236	BRAUNSCHWEIG FO1 EXAM TU	09/20/2023	121.46	01-52-31-48 TRAINING TUITION
Total 13695:					121.46	
<b>MULCAHY SHAW WATER INC</b>						
13870	MULCAHY SHAW WATER INC	325372	O-RING - WTR	09/13/2023	53.13	03-60-03-18 SUPPLIES - MISC. EXPE
Total 13870:					53.13	
<b>NEXT GENERATION CONSTRUCTION LLC</b>						
554992	NEXT GENERATION CONSTRU	APPLICATION	PROJ 10-23 SIDEWALK REPLAC	09/26/2023	17,221.00	05-58-11-73 SIDEWALK
Total 554992:					17,221.00	
<b>OFFICE PRO</b>						
15275	OFFICE PRO	665210-0	SHREDDING FIRE	09/18/2023	50.00	01-52-31-56 EMS BILLING EXPENSE
Total 15275:					50.00	
<b>PARKITECTURE+PLANNING</b>						
554987	PARKITECTURE+PLANNING	1	RIVERSIDE PARK DESIGN	09/04/2023	1,055.00	05-58-11-20 PARK EXPANSION
Total 554987:					1,055.00	
<b>PASSENGER TRANSIT INC</b>						
16165	PASSENGER TRANSIT INC	1439	HEALTH - TAXI VOUCHERS FOR	09/11/2023	12.00	01-53-12-18 SUPPLIES & EXPENSE

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total 16165:					12.00	
16165	PASSENGER TRANSIT INC	1443	TAXI RIDES-SR CTR	09/11/2023	54.00	24-58-11-07 SR. CENTER FUNDRAISI
Total 16165:					54.00	
<b>PETER SEIBEL</b>						
554973	PETER SEIBEL	91423	REIMBURSE CDL LICENSE	09/14/2023	30.60	01-55-41-59 SAFETY EQUIPMENT
Total 554973:					30.60	
<b>PRAIRIE NURSERY INC</b>						
554418	PRAIRIE NURSERY INC	INV0112431	WATERTOWER COURT - PLANT	09/13/2023	2,189.35	16-58-16-60 CAPITAL OUTLAY
Total 554418:					2,189.35	
<b>PUBLIC SERVICE COMMISSION OF</b>						
16900	PUBLIC SERVICE COMMISSION	2308-I-06230	DIRECT ASSIST-FIN ASST PRG	09/15/2023	543.88	03-99-28-18 REGULATORY COMMISS
Total 16900:					543.88	
<b>REBECCA WEGNER</b>						
552982	REBECCA WEGNER	092623	MILEAGE - PICKUP MAIL	09/26/2023	26.20	01-51-40-24 TRAVEL & TRAINING
Total 552982:					26.20	
<b>RHYME BUSINESS PRODUCTS</b>						
4092	RHYME BUSINESS PRODUCTS	34900382	COPIER MAINT FEE-BS&Z	09/18/2023	163.84	01-52-41-26 MAINTENANCE CONTRA
Total 4092:					163.84	
<b>RITEWAY BUS SERVICE, INC</b>						
18513	RITEWAY BUS SERVICE, INC	39166	RIVERFEST SHUTTLE	08/15/2023	1,431.22	12-50-05-56 SHUTTLE BUSES
Total 18513:					1,431.22	
18513	RITEWAY BUS SERVICE, INC	39167	RIVERFEST SHUTTLE	08/15/2023	1,442.31	12-50-05-56 SHUTTLE BUSES
Total 18513:					1,442.31	
18513	RITEWAY BUS SERVICE, INC	39168	RIVERFEST SHUTTLE	08/15/2023	1,487.51	12-50-05-56 SHUTTLE BUSES
Total 18513:					1,487.51	
18513	RITEWAY BUS SERVICE, INC	39169	RIVERFEST SHUTTLE	08/08/2023	2,712.76	12-50-05-56 SHUTTLE BUSES
Total 18513:					2,712.76	
18513	RITEWAY BUS SERVICE, INC	39170	RIVERFEST SHUTTLE	08/15/2023	2,190.94	12-50-05-56 SHUTTLE BUSES
Total 18513:					2,190.94	
18513	RITEWAY BUS SERVICE, INC	39171	RIVERFEST SHUTTLE	08/15/2023	2,588.77	12-50-05-56 SHUTTLE BUSES
Total 18513:					2,588.77	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
18513	RITEWAY BUS SERVICE, INC	39172	RIVERFEST SHUTTLE	08/15/2023	1,275.51	12-50-05-56 SHUTTLE BUSES
	Total 18513:				1,275.51	
18513	RITEWAY BUS SERVICE, INC	39173	RIVERFEST SHUTTLE	08/15/2023	1,334.33	12-50-05-56 SHUTTLE BUSES
	Total 18513:				1,334.33	
18513	RITEWAY BUS SERVICE, INC	39174	RIVERFEST SHUTTLE	08/15/2023	1,255.96	12-50-05-56 SHUTTLE BUSES
	Total 18513:				1,255.96	
18513	RITEWAY BUS SERVICE, INC	39175	RIVERFEST SHUTTLE	08/15/2023	1,501.32	12-50-05-56 SHUTTLE BUSES
	Total 18513:				1,501.32	
18513	RITEWAY BUS SERVICE, INC	39176	RIVERFEST SHUTTLE	08/15/2023	1,631.83	12-50-05-56 SHUTTLE BUSES
	Total 18513:				1,631.83	
18513	RITEWAY BUS SERVICE, INC	39673	RIVERFEST SHUTTLE	08/29/2023	1,380.42	12-50-05-56 SHUTTLE BUSES
	Total 18513:				1,380.42	
18513	RITEWAY BUS SERVICE, INC	40236	RIVERFEST SHUTTLE	09/19/2023	46.60-	12-50-05-56 SHUTTLE BUSES
	Total 18513:				46.60-	
18513	RITEWAY BUS SERVICE, INC	40237	RIVERFEST SHUTTLE	09/19/2023	164.32	12-50-05-56 SHUTTLE BUSES
	Total 18513:				164.32	
18513	RITEWAY BUS SERVICE, INC	40238	RIVERFEST SHUTTLE	09/19/2023	347.36-	12-50-05-56 SHUTTLE BUSES
	Total 18513:				347.36-	
<b>RNOW INC</b>						
552807	RNOW INC	2023-67432	AIR FILTER ELEMENT-CAMEL -	09/14/2023	1,237.33	02-83-10-45 TV/CLEANING EQUIPME
	Total 552807:				1,237.33	
552807	RNOW INC	2023-67454	CART TIPPER FOR 22 AND STO	09/18/2023	856.56	17-58-17-20 REPAIRS
	Total 552807:				856.56	
552807	RNOW INC	2023-67491	HOSE-CAMEL HANDGUN ASSY	09/19/2023	477.07	02-83-10-45 TV/CLEANING EQUIPME
	Total 552807:				477.07	
<b>ROBERT'S PLUMBING &amp; HEATING, INC</b>						
552534	ROBERT'S PLUMBING & HEATI	WO-3417	GAS LINE-SPAULDING LS GENE	09/06/2023	915.31	02-97-30-12 REPAIR OR REPLACE
	Total 552534:				915.31	
<b>ROCK RIVER BLACKSMITH LLC</b>						
18685	ROCK RIVER BLACKSMITH LLC	2386	MAKE AND INSTALL TRAY FOR	09/19/2023	640.00	05-52-31-70 CAPITAL PROJECTS



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total 18685:					640.00	
<b>RODS DOORS</b>						
18698	RODS DOORS	12271	OVHRD DOOR OPENER LIMITS	09/12/2023	95.00	02-83-10-40 GENERAL PLANT STRUC
Total 18698:					95.00	
<b>SAFETY KLEEN SYSTEMS INC</b>						
19061	SAFETY KLEEN SYSTEMS INC	92799065	RECYCLE OIL - SOLID WASTE	09/19/2023	510.00	17-58-17-41 OUTSIDE RECYCLING S
Total 19061:					510.00	
<b>SHORT ELLIOTT HENDRICKSON INC</b>						
19563	SHORT ELLIOTT HENDRICKSO	452919	20.06% OF 557,580 (LESS PREV	09/13/2023	48,550.30	05-52-31-70 CAPITAL PROJECTS
Total 19563:					48,550.30	
19563	SHORT ELLIOTT HENDRICKSO	453362	PROJ 170152 WTTN PERMIT RE	09/15/2023	1,290.70	24-54-10-44 435149 OUTSOURCE RE
Total 19563:					1,290.70	
<b>ST HENRY'S</b>						
19070	ST HENRY'S	1010	DONUT DASH-GYM RENTAL	09/23/2023	200.00	24-58-11-13 POLICE DEPT. DONATIO
Total 19070:					200.00	
<b>STEPHANIE JUHL</b>						
554820	STEPHANIE JUHL	20230921 WEL	WELLNESS GRANT REIMBURS	09/21/2023	50.00	01-51-60-18 SUPPLIES & EXPENSE
Total 554820:					50.00	
<b>STRAND ASSOCIATES INC</b>						
19850	STRAND ASSOCIATES INC	0201726	PROJECT 1550.007-ON-DEMAN	09/14/2023	424.24	03-99-23-18 OUTSIDE SERVICES EXP
Total 19850:					424.24	
<b>SUZANNE FRENTZEL</b>						
554995	SUZANNE FRENTZEL	20230927 WEL	WELLNESS GRANT REIMBURS	09/27/2023	47.70	01-51-60-18 SUPPLIES & EXPENSE
Total 554995:					47.70	
<b>TAIJA GARCIA</b>						
554976	TAIJA GARCIA	0014080	REIMBURSE LIFEGUARD FEE	02/09/2023	200.00	01-44-62-32 INDOOR POOL REVENU
Total 554976:					200.00	
<b>TAMI POWERS</b>						
554990	TAMI POWERS	13881	REFUND ZUMBA GOLD FEE	09/05/2023	20.00	01-44-62-10 REC DEPT. REVENUE
Total 554990:					20.00	
<b>TANNER HANSON</b>						
554563	TANNER HANSON	081523	EMERGENCY SERVICE INSTRU	08/15/2023	150.70	01-52-31-48 TRAINING TUITION
Total 554563:					150.70	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
<b>TIM HAYDEN</b>						
554470	TIM HAYDEN	20230914 WEL	\$50 WELLNESS GRANT REIMB	09/14/2023	50.00	01-51-60-18 SUPPLIES & EXPENSE
Total 554470:					50.00	
<b>UNITED ELECTRIC INC</b>						
21526	UNITED ELECTRIC INC	82180	BILL #1 OF NEW BUNK ROOM U	09/14/2023	1,000.00	01-52-31-18 SUPPLIES & EXPENSE
Total 21526:					1,000.00	
<b>UNIVERSAL RECYCLING TECHNOLOGIES LLC</b>						
21538	UNIVERSAL RECYCLING TECH	ARINV205975	ELECTRONIC, TV, APPLIANCE	09/20/2023	672.00	17-58-17-41 OUTSIDE RECYCLING S
Total 21538:					672.00	
<b>WATERTOWN HUMANE SOCIETY</b>						
23200	WATERTOWN HUMANE SOCIET	04-2023	4TH QTR CONTRACT-2023	09/01/2023	15,707.50	01-53-14-18 HUMANE SOCIETY CONT
Total 23200:					15,707.50	
<b>WATERTOWN MAIN STREET PROGRAM</b>						
23221	WATERTOWN MAIN STREET PR	Q4 2023	CONTRACT QUARTER 4 2023	09/19/2023	7,500.00	01-51-31-51 MAIN STREET PGM CON
Total 23221:					7,500.00	
<b>WCWPDS UW MILWAUKEE</b>						
554988	WCWPDS UW MILWAUKEE	1931	HEALTH - CULTURAL CONNECT	07/20/2023	60.00	01-53-12-23 EDUCATION & SEMINAR
Total 554988:					60.00	
<b>WILBERT PINEDA</b>						
554982	WILBERT PINEDA	91423	REFUND SECURITY DEPOSIT	09/14/2023	100.00	01-27-19-70 SR. CENTER SECURITY
Total 554982:					100.00	
<b>WOLF PAVING COMPANY INC</b>						
23910	WOLF PAVING COMPANY INC	45291	COLD MIX FOR PATCH	09/25/2023	2,092.50	01-54-31-18 SUPPLIES & EXPENSE
Total 23910:					2,092.50	
<b>WOLFF PACK APPAREL &amp; PROMOTIONS</b>						
23904	WOLFF PACK APPAREL & PRO	2789	NEW EMPLOYEE SHIRTS LIBRA	09/13/2023	26.50	11-58-12-18 SUPPLIES
23904	WOLFF PACK APPAREL & PRO	2789	NEW EMPLOYEE SHIRTS MEDI	09/13/2023	26.50	01-51-84-18 SUPPLIES
Total 23904:					53.00	
23904	WOLFF PACK APPAREL & PRO	2794	YOUTH FOOTBALL SHIRTS	09/18/2023	648.00	01-55-21-18 SUPPLIES & EXPENSE
Total 23904:					648.00	
<b>ZBM INC</b>						
26005	ZBM INC	29203	MUNI BLDG - CLEANING	09/10/2023	2,300.00	01-51-71-26 MAINTENANCE CONTRA
Total 26005:					2,300.00	
Grand Totals:					307,186.80	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
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Report Criteria:

- Detail report.
- Invoices with totals above \$0.00 included.
- Only unpaid invoices included.
- Invoice.Payment due date = 10/03/2023

# PAYROLL SUMMARIES

For the Period of: 9/6/2023 9/19/2023

*Section 10, Item A.*

Department	Employees		Regular Hours	Overtime Hours	Overtime Costs this Pay Period	Y-T-D Overtime Costs	Overtime Budget	Total Payroll
	FT	PT						
Police	53	2	4,198.00	142.50	6,426.97	144,947.42	114,000.00	140,361.31
Fire	28	1	3,024.50	188.75	6,086.75	137,558.43	150,000.00	81,173.33
Municipal Court	1	1	100.00	-	-	-	-	3,024.88
Mayor	1	-	80.00	-	-	-	-	3,294.08
Bldg. Inspection	3	3	279.75	-	-	(47.44)	1,000.00	11,787.10
Attorney	2	1	220.00	-	-	-	-	7,375.40
Finance	6	1	488.00	1.05	35.82	1,500.65	1,500.00	14,452.63
Watertown TV	2	2	192.00	-	-	-	-	4,584.00
Administration	3	1	280.00	-	-	-	-	8,934.00
Engineering	5	1	470.00	-	-	-	-	11,745.55
Health	9	2	801.50	2.00	-	238.88	10,500.00	25,348.85
Library	8	17	1,177.75	-	-	75.40	-	24,557.81
Municipal Building	1	-	80.00	6.00	201.06	1,032.49	1,000.00	1,988.26
Solid Waste	7	-	560.00	5.00	196.13	1,049.83	3,000.00	13,232.63
Street	23	1	1,861.00	7.50	-	14,750.01	39,200.00	51,928.54
Park	8	2	665.25	15.50	735.71	8,671.98	18,000.00	16,919.17
Forestry	2	-	160.00	4.00	-	-	-	4,416.00
Park/Rec Admin	6	1	520.00	-	-	-	400.00	14,309.60
Recreation and Pools	-	36	293.50	-	-	1,623.81	500.00	4,453.31
Wastewater	10	-	800.00	14.00	628.06	6,776.85	18,000.00	23,134.26
Water Dept.	10	-	800.00	4.00	127.32	11,051.50	23,500.00	24,789.72
Crossing Guards	-	9	132.00	-	-	-	-	1,485.00
Police Auxiliary	-	7	53.75	-	-	-	-	847.10
Alderspersons (2nd PR)	-	9	9.00	-	-	-	-	4,666.68
<b>TOTALS</b>	<b>188 FT</b>	<b>97 PT</b>	<b>17,246.00</b>	<b>390.30</b>	<b>14,437.82</b>	<b>329,229.81</b>	<b>380,600.00</b>	<b>498,809.21</b>

CITY OF WATERTOWN

Cash & Investment Summary  
08/31/2023

Available Cash on Hand		
8/1/2023	\$	3,304,274.00
August Receipts	\$	14,723,182.47
Total Cash	\$	18,027,456.47
Disbursements		
Total Disbursements	\$	(16,601,521.18)
TOTAL AVAILABLE CASH	\$	1,425,935.29
Cash on Hand (in bank) 08/31/2023	\$	1,425,935.29
Less Outstanding Checks	\$	-
TOTAL AVAILABLE CASH	\$	1,425,935.29

Total Invested Funds:

Local Government Investment Pool	\$	31,889,306.07
Ehlers Investment Partners	\$	11,505,348.98
TOTAL INVESTED FUNDS	\$	43,394,655.05

Breakdown:

General	\$	10,778,838.83
Capital Projects	\$	4,983,636.32
Library	\$	66,790.70
TID #4	\$	3,362,384.27
TID #5	\$	1,442,778.78
ARPA	\$	1,678,688.07
Developer Park Fees	\$	158,764.07
Riverfest	\$	967.66
Envrionmental Health	\$	694,343.95
Wastewater Utility	\$	10,167,424.64
Water Utility	\$	5,900,470.49
Storm Water Utility	\$	3,389,242.72
Solid Waste	\$	770,324.55
TOTAL INVESTED FUNDS	\$	43,394,655.05

Interest YTD (net of fees)

Local Government Investment Pool	\$	1,146,663.59
Ehler's (does not include market depreciation/appreciation)	\$	133,162.86
TOTAL INTEREST YTD (all funds)	\$	1,279,826.45



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

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September 29, 2023

TO: Members of the Common Council

**The following application has been recommended for approval by the Licensing Board:**

Temporary Secondary Location for Kellermeister Beverages LLC d/b/a BrewFinity Brewing for an event at the Bentzin Family Town Square on October 15, 2023.

Respectfully Submitted,

Megan Dunneisen, City Clerk



THE CITY OF  
**WATERTOWN**

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## MEMO

TO: Common Council  
FROM: Kristine Butteris, Director of Parks, Recreation, & Forestry  
DATE: September 19, 2023  
RE: Bentzin Family Town Square Beer Vendor Approval

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### **Council members,**

**The Bentzin Family Town Square will be hosting an event on Sunday, October 15<sup>th</sup>, 2023. We would like to invite Kellermeister Beverages LLC d/b/a BrewFinity Brewing to sell beer & seltzer at the event from 11am until 2pm.**

**BrewFinity Brewing is located at N58W39800 Industrial Road, Suite D, Oconomowoc, WI 53066. State law allows for a secondary location for the sale of Fermented Malt Beverages so long as the local governing body agrees.**

**BrewFinity has requested an approval letter for a Temporary Second Location from the City of Watertown City Clerk.**

**We are looking for your approval to move forward with BrewFinity Brewing.**

**RESOLUTION TO  
ENTER INTO ONE-YEAR CONTRACT WITH PASSENGER TRANSIT,  
INC. FOR SHARED-RIDE TAXI SERVICE**

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

**WHEREAS**, the City of Watertown released a request for proposals for a shared-ride taxi service provider for the period of January 1, 2021 through December 31, 2022 with three one-year options to follow on August 24, 2020 with a due date of October 2, 2020; and,

**WHEREAS**, the Transit Commission reviewed and scored the proposal received from Passenger Transit, Inc. and determined Passenger Transit, Inc. to be the sole responsible and responsive bidder and determined the pricing proposal to be fair and reasonable based on an independent cost estimate and market pricing; and,

**WHEREAS**, the Transit Commission has recommended to the Finance Committee and Common Council to enter into an exercise of options contract for year four with Passenger Transit, Inc., beginning January 1, 2024, through December 31, 2024 for 29,900 service hours per year at an hourly service rate of \$32.43.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF WATERTOWN, WISCONSIN:**  
That the proper City officials be and are hereby authorized to enter into the attached contract with Passenger Transit, Inc. for the period of January 1, 2024, through December 31, 2024.

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

ADOPTED October 3, 2023

\_\_\_\_\_  
CITY CLERK

APPROVED October 3 , 2023

\_\_\_\_\_  
MAYOR



EXERCISE OF OPTIONS FOR SHARED-RIDE TAXI (SRT) SERVICES

Instructions: Transit Systems must complete all blue sections of this form. The federal clauses (attached below this form) must also be signed by the supplier and submitted to Joe Turchi.

Please note: Transit systems that have a 2-year base contract and do not require an exercise of options do not need to complete and submit this form.

Transit Name	City of Watertown Shared Ride System		
Contract Number	2020-T3	In what year was the solicitation of this contract completed?	2020

Shared-Ride Taxi (SRT) contracts include options to ensure the future availability of services, so long as the Transit System is able to justify those options as needed for its public transportation or project purposes. An option is a unilateral right in a contract by which, for a specified time, a recipient may acquire additional equipment, supplies, or services than originally procured.

As required by Federal Transit Administration’s (FTA) Circular 4220.1F, Transit Systems must complete a price analysis for every mutually agreed upon Shared Ride Taxi contract option.

Exercise of Options

Transit system must notate a check next to the appropriate cell:

<input type="checkbox"/>	CY2024 will be the second year of the contract and it needs an exercise of options.
<input type="checkbox"/>	CY2024 will be the third year of the contract and it needs an exercise of options.
<input checked="" type="checkbox"/>	CY2024 will be the fourth year of the contract and it needs an exercise of options.
<input type="checkbox"/>	CY2024 will be the fifth year of the contract and it needs an exercise of options.

Updated Vendor’s Hourly Rate

To calculate your vendor’s updated hourly rate for the next year, add the annual inflation rate percentage points (from August 2023) to the vendor’s current rate.

The Consumer Price Index for all items as published on the Bureau of Labor Statistics web site can be found here.

The current rate (CPI-U) for all items used for this calculation is 3.7% based on the annual rate from August 2023 in the Transit System’s RFP.

Watertown Transit current rate per hour (A)	Current Rate of Inflation (To reflect the increase this rate is presented as “1+percent”) (B)	Rate that will be paid in 2024 (Sum of Cell A multiplied by Cell B)
\$31.27	1.037	\$32.43

Transit System must compare the 2024 rate with the spreadsheet of Shared-Ride Taxi service costs for systems statewide (taking into account similar percentage increases for inflation as calculated above).

**Contract Max Amount**

The maximum amount of funding for this contract extension shall be \$969,657.00 based on 29,900 hours of service at the rate of \$32.43 per hour.

**Fair and Reasonable Justification**

Transit System must provide a written justification, with **specific information**, why the Vendor’s 2024 hourly rate is *fair and reasonable* (Stating “per contract” is not an adequate response to comply with FTA requirements).

**The Vendor’s rate is fair and reasonable because: The 2024 Watertown rate of \$32.43 falls in the middle of all Group 6 participants.**

**By signing this form, *City of Watertown* agrees to a one-year extension of shared ride taxi service contract with Passenger Transit Inc. that is in accordance with the original contract, Request for Proposal solicitation, all attachments, addenda and revisions, the contractor’s proposal, and all applicable federal certifications and clauses. This extension is valid for January 1<sup>st</sup>, 2024 to December 31<sup>st</sup>, 2024.**

Please have this document signed by the supplier and a transit system signatory authority, email the signed document to **Joe Turchi** [josepho.turchi@dot.wi.gov](mailto:josepho.turchi@dot.wi.gov) 608-267-3568

The federal clauses (attached below) must also be signed by the supplier and submitted to **Joe Turchi**.

Richard Running, Passenger Transit Inc.  


Vendor/Provider Name and Signature

9/18/23

Date

Transit System/ Municipality Name & Signature

Date

**Federal Clauses**  
**for**  
**Federal Contracts**



**Prepared by the Wisconsin Department of Transportation  
Bureau of Transit, Local Roads, Railroads and Harbors**

September 6, 2023

**SPECIAL NOTIFICATION REQUIREMENTS FOR STATES****FTA Master Agreement**

Federal grant monies (insert federal grant agreement amount) fund this contract, in whole or in part (Section 53XX – CFDA 20.5XX). As such, agencies receiving such funds and contractors awarded contracts that use such funds must comply with certain Federal certifications and clause requirements. This includes, for purchases of rolling stock over \$150,000, compliance with Buy America Act requirements, including pre-award and post-delivery audit requirements and certifications, as well as requirements and certifications applicable under the Federal Motor Vehicle Safety Standard (FMVSS). It is the contractor's responsibility to be aware of the pertinent certifications and contract clauses, as identified by the Issuing Agency for the instant procurement and ensure compliance with such requirements prior to award and throughout the term of any resultant contract. The full text of these clauses is available at the National Rural Transit Assistance Program (RTAP) website under "ProcurementPro." The website address is: <http://www.nationalrtap.org/>.

**NOTIFICATION TO FTA**

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

- (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- (3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this 18

Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

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No.	Title	Bidder Required Information
1	BUY AMERICA REQUIREMENTS	N/A
2	Limitation on Certain Rolling Stock Procurements	N/A
3	BUS TESTING	N/A
4	PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS	N/A
5	LOBBYING	Yes
6	GOVERNMENT-WIDE DEBARMENT AND SUSPENSION	Yes
7	DISADVANTAGED BUSINESS ENTERPRISE (DBE)	Yes
8	FLY AMERICA REQUIREMENTS	No
9	CHARTER BUS REQUIREMENTS	No
10	SCHOOL BUS REQUIREMENTS	No
11	CARGO PREFERENCE REQUIREMENTS	No
12	SEISMIC SAFETY REQUIREMENTS	No
13	ENERGY CONSERVATION REQUIREMENTS	No
14	CLEAN WATER REQUIREMENTS	No
15	ACCESS TO RECORDS AND REPORTS	No
16	FEDERAL CHANGES	No
17	BONDING REQUIREMENTS	No
18	CLEAN AIR	No
19	RECYCLED PRODUCTS	No
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21	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT	No
22	EQUAL EMPLOYMENT OPPORTUNITY	No
23	NO GOVERNMENT OBLIGATION TO THIRD PARTIES	No
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1. **BUY AMERICA REQUIREMENTS**

**49 U.S.C. 5323(j)**  
**49 CFR Part 661**

Applicability to Contracts

The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$150,000).

Flow Down Requirements: The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The \$150,000 threshold applies only to the grantee contract, subcontracts under that amount are subject to Buy America.

Mandatory Clause/Language: The Buy America regulation, at 49 CFR 661.13, requires notification of the Buy America requirements in FTA-funded contracts, but does not specify the language to be used. The following language has been developed by FTA.

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 60% domestic content for FY2016 and FY2017, a minimum 65% domestic content for FY2018 and FY2019 and a minimum 70% domestic content for FY2020 and beyond.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

**Certification requirement for procurement of steel, iron, or manufactured products.**

*Certificate of Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date	
Name	
Signature	
Company Name	
Title	

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date

Name

Signature

Company  
Name

Title

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date

Name

Signature

Company  
Name

Title

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date



Name	
Signature	
Company Name	
Title	

2. **Limitation on Certain Rolling Stock Procurements**

**49 U.S. Code § 5323**

**(1) In general** — Except as provided in paragraph (5), financial assistance made available under this chapter shall not be used in awarding a contract or subcontract to an entity on or after the date of enactment of this subsection for the procurement of rolling stock for use in public transportation if the manufacturer of the rolling stock —

**(A)** is incorporated in or has manufacturing facilities in the United States; and

**(B)** is owned or controlled by, is a subsidiary of, or is otherwise related legally or financially to a corporation based in a country that —

**(i)** is identified as a nonmarket economy country (as defined in section 771(18) of the Tariff Act of 1930 (19 U.S.C. 1677(18))) as of the date of enactment of this subsection;

**(ii)** was identified by the United States Trade Representative in the most recent report required by section 182 of the Trade Act of 1974 (19 U.S.C. 2242) as a foreign country included on the priority watch list defined in subsection (g)(3) of that section; and

**(iii)** is subject to monitoring by the Trade Representative under section 306 of the Trade Act of 1974 (19 U.S.C. 2416).

**(2) Exception** — For purposes of paragraph (1), the term “otherwise related legally or financially” does not include —

**(A)** a minority relationship or investment; or

**(B)** relationship with or investment in a subsidiary, joint venture, or other entity based in a country described in paragraph (1)(B) that does not export rolling stock or components of rolling stock for use in the United States.

**(3) International agreements** — This subsection shall be applied in a manner consistent with the obligations of the United States under international agreements.

**(4) Certification for rail rolling stock** —

**(A)** In general — Except as provided in paragraph (5), as a condition of financial assistance made available in a fiscal year under section 5337, a recipient that operates rail fixed guideway service shall certify in that fiscal year that the recipient will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in paragraph (1).

(B) Separate certification — The certification required under this paragraph shall be in addition to any certification the Secretary establishes to ensure compliance with the requirements of paragraph (1).

(5) Special rules. —

- (A) Parties to executed contracts —  
This subsection, including the certification requirement under paragraph (4), shall not apply to the award of any contract or subcontract made by a public transportation agency with a rail rolling stock manufacturer described in paragraph (1) if the manufacturer and the public transportation agency have executed a contract for rail rolling stock before the date of enactment of this subsection.
- (B) Rolling stock — Except as provided in subparagraph (C) and for a contract or subcontract that is not described in subparagraph (A), this subsection, including the certification requirement under paragraph (4), shall not apply to the award of a contract or subcontract made by a public transportation agency with any rolling stock manufacturer for the 2-year period beginning on or after the date of enactment of this subsection.
- (C) Exception — Subparagraph (B) shall not apply to the award of a contract or subcontract made by the Washington Metropolitan Area Transit Authority.

Limitation on Certain Rolling Stock Procurements	
I hereby certify that the Transit Vehicle Manufacturer included in this bid has complied with the requirements of 49 U.S.C. § 5323(u), Limitation on Certain Rolling Stock Procurements, and that it has not been disapproved by the Federal Transit Administration.	
<div></div>	
Manufacturer's Name	
<div></div>	<div></div>
Individual's Name	Title
<div></div>	<div></div>
Authorized Signature	Date

3. **BUS TESTING**

49 U.S.C. 5318(e)  
49 CFR Part 665

Applicability to Contracts: The Bus Testing requirements pertain only to the acquisition of Rolling Stock/Turnkey.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases.

Flow Down Requirement: The Bus Testing requirements should not flow down, except to the turnkey contractor as stated in Master Agreement.

Model Clause/Language: Clause and language therein are merely suggested. 49 CFR Part 665 does not contain specific language to be included in third party contracts but does contain requirements applicable to subrecipients and third party contractors. Bus Testing Certification and language therein are merely suggested.

Bus Testing - The Contractor [Manufacturer] agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- 4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

The undersigned [Contractor/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Date

Name

Signature

Company  
Name

Title


#### 4. PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS

49 U.S.C. 5323

49 CFR Part 663

Applicability to Contracts: These requirements apply only to the acquisition of Rolling Stock/Turnkey.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases.

Flow Down Requirement: These requirements should not flow down, except to the turnkey contractor as stated in Master Agreement.

Model Clause/Language: Clause and language therein are merely suggested. 49 C.F.R. Part 663 does not contain specific language to be included in third party contracts but does contain requirements applicable to subrecipients and third party contractors.

Buy America certification is mandated under FTA regulation, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. 663.13.

Specific language for the Buy America certification is mandated by FTA regulation,

"Buy America Requirements--Surface Transportation Assistance Act of 1982, as amended,"

49 C.F.R. 661.12, but has been modified to include FTA's Buy America requirements codified at 49 U.S.C. A 5323(j).

Pre-Award and Post-Delivery Audit Requirements - The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

(1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

(2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

(3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS  
FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT

*(To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs, currently set at \$150,000.)*

##### Certificate of Compliance

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

Date	
Name	
Signature	
Company Name	
Title	

Certificate of Non-Compliance

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

Date	
Name	
Signature	
Company Name	
Title	

**5. LOBBYING**

**31 U.S.C. 1352**

**49 CFR Part 19**

**49 CFR Part 20**

Applicability to Contracts: The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000.

Flow Down Requirement: The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

Mandatory Clause/Language: Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A. Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.* ]

Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Use of "Disclosure of Lobbying Activities," Standard Form--LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$50,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

#### APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

##### Certification for Contracts, Grants, Loans, and Cooperative Agreements

*(To be submitted with each bid or offer exceeding \$100,000)*

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.


(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq. )]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, Passenger Transit Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Date	9/18/23
Name of Contractor's Authorized Official	Richard Running
Signature of Contractor's Authorized Official	
Company Name	Passenger Transit Inc.
Title of Contractor's Authorized Official	President

**6. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

CFR part 180  
CFR part 1200  
CFR § 200.213  
CFR part 200 Appendix II (I)  
Executive Order 12549  
Executive Order 12689

**Background and Applicability**

A contract award (of any tier) in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

**Flow Down**

Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the



next lower tier.

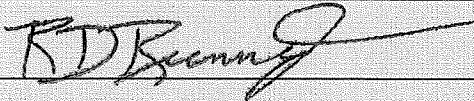
**Debarment, Suspension, Ineligibility and Voluntary Exclusion**

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Recipient. If it is later determined by the Recipient that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Date	9/18/23
Name	Richard Running
Signature	
Company Name	Passenger Transit Inc.
Title	President

**7. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**



**Applicability to Contracts:** The Disadvantaged Business Enterprise (DBE) program provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE firms or not.

The DBE program applies to all U.S. DOT- assisted contracting activities. A formal clause such as that below **must** be included in all contracts and subcontracts above the micro-purchase level (\$10,000 except for construction contracts over \$2,000).

### Clause Language

Each contract the **Recipient** signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following Federal Clause language:

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. WisDOT's DBE transit goal for **FFY 2023-2025 is 1.61%**. A separate contract specific goal ☐ **has** or ☒ **has not** been established for this procurement.
- b. The **RECIPIENT**, contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this U.S. DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the **RECIPIENT** deems appropriate, which may include, but is not limited to:
  - i. Withholding monthly progress payments
  - ii. Assessing sanctions
  - iii. Liquidated damages, and/or
  - iv. Disqualifying the contractor from future bidding as non-responsible.
- c. The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the **RECIPIENT**.
- d. The contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBEs as listed in its written documentation of its commitment to the **RECIPIENT**.
- e. The contractor is required to pay subcontractors for satisfactory performance of their contracts no later than 10 calendar days from receipt of each payment the **RECIPIENT** makes to the contractor. The contractor may withhold payment to a subcontractor if, within 10 calendar days of receipt of that progress payment, the contractor provides written notification to the subcontractor and the **RECIPIENT** documenting "just cause" for withholding payment. The contractor is not allowed to withhold retainage from payments due subcontractors.
- f. The contractor will be required to report its DBE participation obtained throughout the period of performance.

- g. The contractor shall not terminate a DBE subcontractor listed in its written documentation of its commitment to the **RECIPIENT** to use a DBE subcontractor (or an approved substitute DBE firm) without the **RECIPIENT's** prior written consent per 49 CFR Part 26.53(f). This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.
- h. The contractor must promptly notify the **RECIPIENT** whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work. The contractor must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work under contract as the DBE that was terminated, to the extent needed to meet the contract goal established for the procurement. The good faith efforts shall be documented by the contractor.
- i. The contractor may provide written consent only if the **RECIPIENT** agrees, for reasons stated in the concurrence document, that it has good cause to terminate the DBE Firm. For purposes of this paragraph, good cause includes the following circumstances:
  - i. The listed DBE subcontractor fails or refuses to execute a written contract.
  - ii. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor.
  - iii. The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.
  - iv. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
  - v. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;
  - vi. **RECIPIENT** determined that the listed DBE subcontractor is not a responsible contractor;
  - vii. The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal;
  - viii. The listed DBE is ineligible to receive DBE credit for the type of work required;
  - ix. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
  - x. Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.
- j. Before transmitting to the **RECIPIENT** its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the **RECIPIENT**, of its intent to request to terminate and/or substitute, and the reason for the request.

### Commercially Useful Function Monitoring

Per 49 CFR 26.55 A DBE performs a commercially useful function (CUF) when the DBE is responsible for execution of their work under the contract and the DBE is carrying out its responsibilities by actually performing, managing, and supervising their work. A DBE firm does not perform a CUF if the DBE role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

On federal aid contracts, the signature of the Project Manager on the DT1582 Completion Certificate serves as certification that the Project Engineer and/or project staff effectually monitored the DBE work performance and contract records to verify that the DBE firms were responsible for the execution of their work under the contract having performed a CUF.

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**8. FLY AMERICA REQUIREMENTS**

**49 U.S.C. §40118**

**41 CFR Part 301-10**

Applicability to Contracts

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under 10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirements: The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Model Clause/Language: The relevant statutes and regulations do not mandate any specified clause or language. FTA proposes the following language.

Fly America Requirements - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

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**9. CHARTER BUS REQUIREMENTS**

**49 U.S.C. 5323(d)**

**49 CFR Part 604**

Applicability to Contracts

The Charter Bus requirements apply to the following type of contract: Operational Service Contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases.

Flow Down Requirements: The Charter Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

Model Clause/Language: The relevant statutes and regulations do not mandate any specific clause or language. The following clause has been developed by FTA.

Charter Service Operations - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

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**10. SCHOOL BUS REQUIREMENTS**

**49 U.S.C. 5323(F)**  
**49 CFR Part 605**

Applicability to Contracts: The School Bus requirements apply to the following type of contract: Operational Service Contracts.

Flow Down Requirements: The School Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

Model Clause/Language: The relevant statutes and regulations do not mandate any specific clause or language. The following clause has been developed by FTA.

School Bus Operations - Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

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**11. CARGO PREFERENCE REQUIREMENTS**

**46 U.S.C. 1241**  
**46 CFR Part 381**

Applicability to Contracts: The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirements: The Cargo Preference requirements apply to all subcontracts when the subcontract may be involved with the transport of equipment, material, or commodities by ocean vessel.

Model Clause/Language: The MARAD regulations at 46 CFR 381.7 contain suggested contract clauses. The following language is proffered by FTA.

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment,

material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

## **12. SEISMIC SAFETY REQUIREMENTS**

**42 U.S.C. 7701 et seq. 49**

**CFR Part 41**

Applicability to Contracts: The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirements: The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier contractors to assure compliance, with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

Model Clauses/Language: The regulations do not provide suggested language for third-party contract clauses. The following language has been developed by FTA.

Seismic Safety - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

## **13. ENERGY CONSERVATION REQUIREMENTS**

**42 U.S.C. 6321 et seq.**

**2 CFR Part 1201**

Applicability to Contracts: The Energy Conservation requirements are applicable to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirements: The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

Model Clause/Language: No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. The following language has been developed by FTA.

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the

Energy Policy and Conservation Act.

#### **14. CLEAN WATER REQUIREMENTS**

##### **33 U.S.C. 1251**

Applicability to Contracts: The Clean Water requirements apply to each contract and subcontract which exceeds \$150,000.

Flow Down Requirements: The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

Model Clause/Language: While no mandatory clause is contained in the Federal Water Pollution Control Act, as amended, the following language developed by FTA contains all the mandatory requirements.

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$50,000 financed in whole or in part with Federal assistance provided by FTA.

#### **15. ACCESS TO RECORDS AND REPORTS**

##### **49 U.S.C. 5325**

##### **18 CFR 18.36 (i)**

##### **49 CFR 633.17**

Applicability to Contracts: Reference Chart "Requirements for Access to Records and Reports by Type of Contracts"

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: FTA does not require the inclusion of these requirements in subcontracts.

Model Clause/Language: The specified language is not mandated by the statutes or regulations referenced, but the language provided paraphrases the statutory or regulatory language.

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 18 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving

federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 18 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

#### REQUIREMENTS FOR ACCESS TO RECORDS AND REPORTS BY TYPES OF CONTRACT

	Operational Service Contract	Turnkey Contract	Construction Contract	Arch. or Engineering Contract	Rolling Stock Contract	Professional Service Contract
<b>State Grantees</b>						
<b>Contracts below Simplified Acquisition Threshold (Small Purchase) (\$250,000)</b>	None	Those imposed on state pass thru to Contractor	None	None	None	None
<b>Contracts above \$100,000/Capital Projects</b>	None unless <sup>1</sup> non-competitive award	Those imposed on state pass thru to contractor	Yes, if non-competitive award or if funded thru <sup>2</sup> 5307, 5309, 5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
<b>Non-State Grantees</b>						

<b>Contracts below Simplified Acquisition Threshold (Small Purchase) (\$250,000)</b>	Yes	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
<b>Contracts above \$100,000/Capital Projects</b>	Yes	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes

Sources of Authority: 49 USC 5325 (a), 49 CFR 633.17, 18 CFR 18.36 (i)

## 16. **FEDERAL CHANGES**

### 2 CFR Part 1201

Applicability to Contracts: The Federal Changes requirement applies to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Model Clause/Language: No specific language is mandated. The following language has been developed by FTA.

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

## 17. **BONDING REQUIREMENTS**

Applicability to Contracts: For those construction or facility improvement contracts or subcontracts exceeding \$250,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:

- a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part to the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:



- (1) 50% of the contract price if the contract price is not more than \$1 million;
- (2) 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
- (3) \$2.5 million if the contract price is more than \$5 million.

d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

Flow Down Requirement: Bonding requirements flow down to the first tier contractors.

Model Clauses/Language: FTA does not prescribe specific wording to be included in third party contracts. FTA has prepared sample clauses as follows:

### **Bid Bond Requirements (Construction)**

#### **(a) Bid Security**

A Bid Bond must be issued by a fully qualified surety company acceptable to (Recipient) and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

#### **(b) Rights Reserved**

In submitting this Bid, it is understood and agreed by bidder that the right is reserved by (Recipient) to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of (Recipient).

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of (Recipient), shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of (Recipient's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by (Recipient) as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense (Recipient) for the damages occasioned by default, then the undersigned bidder agrees to indemnify (Recipient) and pay over to (Recipient) the difference between the bid security and (Recipient's) total damages, so as to make (Recipient) whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

### **Performance and Payment Bonding Requirements (Construction)**

The Contractor shall be required to obtain performance and payment bonds as follows:

#### **(a) Performance bonds**

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).
2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The

(Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds

1. The penal amount of the payment bonds shall equal:

- (i) Fifty percent of the contract price if the contract price is not more than \$1 million.
- (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
- (iii) Two and one half million if the contract price is more than \$5 million.

2. If the original contract price is \$5 million or less, the (Recipient) may require additional protection as required by subparagraph 1 if the contract price is increased.

**Performance and Payment Bonding Requirements (Non-Construction)**

The Contractor may be required to obtain performance and payment bonds when necessary to protect the (Recipient's) interest.

(a) The following situations may warrant a performance bond:

- 1. (Recipient) property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).
- 2. A contractor sells assets to or merges with another concern, and the (Recipient), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.
- 3. Substantial progress payments are made before delivery of end items starts.
- 4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

- 1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).
- 2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the (Recipient's) interest.

(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

- 1. The penal amount of payment bonds shall equal:
  - (i) Fifty percent of the contract price if the contract price is not more than \$1 million;
  - (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
  - (iii) Two and one half million if the contract price is increased.

**Advance Payment Bonding Requirements**

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The (recipient) shall determine the amount of the advance payment bond necessary to protect the (Recipient).

**Patent Infringement Bonding Requirements (Patent Indemnity)**

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The (recipient) shall determine the amount of the patent indemnity to protect the (Recipient).

**Warranty of the Work and Maintenance Bonds**

1. The Contractor warrants to (Recipient), the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by (Recipient), free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the [Project Manager], the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by (Recipient) and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to (Recipient). As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided in Item X below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to (Recipient) written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

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**18. CLEAN AIR**

**42 U.S.C. 7401 et seq  
40 CFR 15.61  
2 CFR Part 1201**

Applicability to Contracts: The Clean Air requirements apply to all contracts exceeding \$150,000, including indefinite quantities where the amount is expected to exceed \$150,000 in any year.

Flow Down Requirement: The Clean Air requirements flow down to all subcontracts which exceed \$150,000.

Model Clauses/Language: No specific language is required. FTA has proposed the following language.

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
  - (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.
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**19. RECYCLED PRODUCTS****42 U.S.C. 6962****40 CFR Part 247****Executive Order 12873**

Applicability to Contracts: The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases.

Flow Down Requirement: These requirements flow down to all to all contractor and subcontractor tiers.

Model Clause/Language: No specific clause is mandated, but FTA has developed the following language.

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

**20. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS****Background and Application**

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, et seq. and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 18 CFR 18.36(i)(5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating." 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (see 29 CFR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.

The clause language is drawn directly from 29 CFR 5.5(a) and any deviation from the model clause below should be coordinated with counsel to ensure the Acts' requirements are satisfied.

**Clause Language****Davis-Bacon and Copeland Anti-Kickback Acts**

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - The Recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and

mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Recipient may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Recipient for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form

WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**(4) Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage



determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

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## 21. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

### **Background and Application**

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from ... the [Federal] Government." 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 18 CFR 18.36(i)(6). Although the original Act required its application in any construction contract over \$2,000 or non-construction contract to which the Act applied over \$2,500 (and language to that effect is still found in 18 CFR 18.36(i)(6)), the Act no longer applies to any "contract in an amount that is not greater than \$100,000." 40 USC 3701(b)(3)(A)(iii).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ "laborers or mechanics on a public work." These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed "commercial items." 40 USC 3707, 41 USC 403 (12). A grantee that contemplates entering into a contract to procure a developmental or unique item should consult counsel to determine if the Act applies to that procurement and that additional language required by 29 CFR 5.5(c) must be added to the basic clause below.

The clause language is drawn directly from 29 CFR 5.5(b) and any deviation from the model clause below should be coordinated with counsel to ensure the Act's requirements are satisfied.

### **Clause Language**

#### **Contract Work Hours and Safety Standards**

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

## 22. EQUAL EMPLOYMENT OPPORTUNITY

### 41 CFR 560-1.4

Applicability to Contracts: Applicable to all contracts except micro-purchases (except for construction contracts over \$2,000.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases.

Flow Down Requirement: Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

Model Clause/Language: Federal Requirements and Guidance. The Recipient agrees to prohibit, and assures that each Third Party Participant will prohibit, discrimination on the basis of race, color, religion, sex, or national origin, and:

- (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*,
- (b) Facilitate compliance with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, and as further amended by Executive Order 13672, "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity," July 21, 2014,
- (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 13.a of this Master Agreement, and
- (d) Follow Federal guidance pertaining to Equal Employment Opportunity laws and regulations, and prohibitions against discrimination on the basis of disability,

Specifics. The Recipient agrees:

- (a) Prohibited Discrimination. As provided by Executive Order 11246, as amended, and as specified by U.S. Department of Labor regulations, to ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their:
  - 1. Race,
  - 2. Color,
  - 3. Religion,
  - 4. National origin,
  - 5. Disability,
  - 6. Age,
  - 7. Sexual origin,
  - 8. Gender identity, or
  - 9. Status as a parent, and
- (b) Affirmative Action. Take affirmative action that includes, but is not limited to:
  - 1. Recruitment advertising, recruitment, and employment,
  - 2. Rates of pay and other forms of compensation,
  - 3. Selection for training, including apprenticeship, and upgrading, and
  - 4. Transfers, demotions, layoffs, and terminations, but
- (c) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer," and

Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures that each Third Party Participant will comply, with:

- (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and
- (b) Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note.

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### 23. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts: Applicable to all contracts

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

Model Clause/Language: While no specific language is required, FTA has developed the following language.

No Obligation by the Federal Government.

- (1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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### 24. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq.  
49 CFR Part 31 18 U.S.C. 1001  
49 U.S.C. 5307

Applicability to Contracts: These requirements are applicable to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Model Clause/Language: These requirements have no specified language, so FTA proffers the following language.

Program Fraud and False or Fraudulent Statements or Related Acts.

- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may

make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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**25. TERMINATION**

**2 CFR Part 1201**

**2 CFR 200**

**FTA Circular 4220.1F**

Applicability to Contracts: All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be affected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$250,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Flow Down Requirement: The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

Model Clause/Language: FTA does not prescribe the form or content of such clauses. The following are suggestions of clauses to be used in different types of contracts:

- a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.
- b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be affected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract

price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- c. **Opportunity to Cure (General Provision)** The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- d. **Waiver of Remedies for any Breach** In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

- e. **Termination for Convenience (Professional or Transit Service Contracts)** The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

- f. **Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

- g. **Termination for Default (Transportation Services)** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

- h. Termination for Default (Construction)** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

- i. Termination for Convenience or Default (Architect and Engineering)** The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

j. Termination for Convenience of Default (Cost-Type Contracts) The (Recipient) may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

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## 26. PRIVACY ACT

### 5 U.S.C. 552

Applicability to Contracts: When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.

Model Clause/Language: The text of the following clause has not been mandated by statute or specific regulation, but has been developed by FTA.

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.



**27. CIVIL RIGHTS REQUIREMENTS**

**29 U.S.C. § 623, 42 U.S.C. § 2000**  
**42 U.S.C. § 6102, 42 U.S.C. § 12112**  
**42 U.S.C. § 12132, 49 U.S.C. § 5332**  
**29 CFR Part 1630, 41 CFR Parts 60 et seq.**

Applicability to Contracts: The Civil Rights Requirements apply to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: The Civil Rights requirements flow down to all third-party contractors and their contracts at every tier.

Model Clause/Language: The following clause was predicated on language contained at 49 CFR Part 19, Appendix A, but FTA has shortened the lengthy text.

**Civil Rights - The following requirements apply to the underlying contract:**

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans

with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

## **28. BREACHES AND DISPUTE RESOLUTION**

### **2 CFR Part 1201 FTA Circular 4220.1F**

Applicability to Contracts: All contracts in excess of \$250,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down: The Breaches and Dispute Resolutions requirements flow down to all tiers.

Model Clauses/Language: FTA does not prescribe the form or content of such provisions. What provisions are developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts.

**Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Recipient. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Recipient.

In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Recipient shall be binding upon the Contractor and the Contractor shall abide by the decision.

**Performance During Dispute** - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

**Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

**Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## **29. PATENT AND RIGHTS IN DATA**

**2 CFR Part 1201****37 CFR Part 401****49 CFR Part 19**

Applicability to Contracts: Patent and rights in data requirements for federally assisted projects ONLY apply to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: The Patent and Rights in Data requirements apply to all contractors and their contracts at every tier.

Model Clause/Language: The FTA patent clause is substantially similar to the text of 49 C.F.R. Part 19, Appendix A, Section 5, but the rights in data clause reflects FTA objectives. For patent rights, FTA is governed by Federal law and regulation. For data rights, the text on copyrights is insufficient to meet FTA's purposes for awarding research grants. This model clause, with larger rights as a standard, is proposed with the understanding that this standard could be modified to FTA's needs.

**CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.**

**A. Rights in Data** - This following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c) , however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause , provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e. , a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in

U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

**B. Patent Rights** - This following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign

country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

### **30. TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS**

#### **49 U.S.C. § 5310, § 5311, and § 5333 29 CFR Part 215**

Applicability to Contracts: The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases, except for construction contracts over \$2,000.

Flow Down Requirement: These provisions are applicable to all contracts and subcontracts at every tier.

Model Clause/Language: Since no mandatory language is specified, FTA had developed the following language. Transit Employee Protective Provisions. (1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.

§ 5310(a)(2) for Elderly Individuals and Individuals with Disabilities

- If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the

Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.

§ 5311 in Nonurbanized Areas

- If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

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**31. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

**FTA Circular 4220.1F**

Applicability to Contracts: The incorporation of FTA terms applies to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: The incorporation of FTA terms has unlimited flow down.

Model Clause/Language: FTA has developed the following incorporation of terms language:

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

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**32. DRUG AND ALCOHOL TESTING**

**49 U.S.C. §5331**

**49 CFR Part 655**

Applicability to Contracts: The Drug and Alcohol testing provisions apply to Operational Service Contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases, except for construction contracts over \$2,000.

Flow Down Requirements: Anyone who performs a safety-sensitive function for the recipient or subrecipient is required to comply with FTA regulation 49 CFR 655 "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" and DOT regulation, 49 CFR Part 40 "Procedures for Transportation Workplace Drug and Alcohol testing Programs".

Explanation of Model Clause/Language

Federal regulations 49 CFR 655 includes the following elements. First, they require recipients to ensure that any entity performing a safety-sensitive function on the recipient's behalf (usually subrecipients and/or contractors) implement a complex drug and alcohol testing program that complies with 49 CFR Part 655. Second, the rules condition the receipt of certain kinds of FTA funding on the recipient's compliance with the rules; thus, the recipient is not in compliance with the rules unless every entity that performs a safety-sensitive function on the recipient's behalf is in compliance with the rules. Third, the rules do not specify how a recipient ensures that its subrecipients and/or contractors comply with them.

Explanation of Model Contract Clauses

Drug and Alcohol Testing

The contractor agrees to:

- (a) Establish and implement a drug and alcohol testing program that complies with Federal Transit Administration (FTA) regulation, 49 CFR Part 655 "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" and US DOT regulation, 49 CFR Part 40 "Procedures for Transportation Workplace Drug and Alcohol Testing Program".
- (b) Participate in the Drug and Alcohol Testing Consortium administered by WisDOT's approved Third Party Administrator that complies with 49 CFR Part 655.
- (c) Provide documentation and reports necessary to establish its compliance with Part 655, as amended, and permit any authorized representative of the United States Department of Transportation or its operating administrations and/or the State of Wisconsin, Department of Transportation or its authorized agents, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 as amended and review the testing process.

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**33. SAFE OPERATION OF MOTOR VEHICLES**

**23 U.S.C. part 402**

**Executive Order No. 13043**

**Executive Order No. 13513**

**U.S. DOT Order No. 3902.10**

Applicability to Contracts

The Safe Operation of Motor Vehicles requirements apply to all federally funded third party contracts. In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third party subcontract involving the project. Additionally, recipients are required by FTA to include a Distracted Driving clause that addresses distracted driving, including text messaging in each of its third party agreements supported with Federal assistance.

Flow Down Requirements: The Safe Operation of Motor Vehicles requirements flow down to all third party contractors at every tier.

Model Clause/Language: There is no required language for the Safe Operation of Motor Vehicles clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Safe Operation of Motor Vehicles Requirements -

Seat Belt Use: The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company A-60 rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or AGENCY.

Distracted Driving: The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

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**34. ADA ACCESS**  
**49 USC 531 (d)**

Applicability to Contracts: The ADA Access Requirements apply to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: The ADA Access Requirements flow down to all third party contractors and their contracts at every tier.

Model Clause/Language: ADA Access. The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination and ensures equal opportunity and access for persons with disabilities.

**Access Requirements for Persons with Disabilities**

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

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**35. VETERANS EMPLOYMENT**

**FTA Circular 4220.1F (Chapter IV)**  
**49 USC §5325(K)**



Applicability to Contracts: The Veterans Employment provisions apply to all construction contracts.

Veterans Employment. Recipients and subrecipients of Federal financial assistance under this chapter shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.



**36. PROHIBITION ON PROVIDING OR USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**  
**Section 889**

Consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), CONTRACTOR must not: (a) provide "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as part of its performance under this Contract, if such equipment or services will be used as a substantial or essential component of any system or as critical technology as part of any system; or (b) use such covered telecommunication equipment or services as a substantial or essential component of any system or as critical technology as part of any system, regardless of whether that use is in connection with performance of work under this Contract, subject only to the exception that covered telecommunications equipment or services may be provided or used if the equipment or services cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

**RESOLUTION**  
**AUTHORIZING THE CITY OF WATERTOWN TO APPLY FOR THE WISCONSIN**  
**DEPARTMENT OF NATURAL RESOURCES 2024 URBAN FORESTRY GRANT**

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

**WHEREAS**, the City of Watertown is interested in applying for a cost-share grant from Wisconsin Department of Natural Resources for the purpose of funding urban and community forestry projects specified in s. 23.097(1g) and (1r), Wis. Stats.; and

**WHEREAS**, there exists an available grant award up to \$25,000 (Twenty-five Thousand Dollars) to support the foregoing objectives related to community tree management through tree plantings, private tree giveaway, ash tree injections, update tree inventory and create an urban forestry management plan within the City of Watertown in the year 2024; and

**WHEREAS**, grant funds will be designated to revenue account 01-42-73-75 and the City will commit to provide grant-applicable matching funds GRANT EXP: TREES & ASH INJECT from expense account 01-56-11-19, wherein 50% (fifty percent) can be obtained in-kind for and under said project as required by the Wisconsin DNR Urban Forestry grant application; and

**WHEREAS**, the applicant attests to the validity and veracity of the statements and representations contained in the grant application; and

**WHEREAS**, the applicant requests a grant agreement to carry out the project;

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF WATERTOWN, WISCONSIN**, the City of Watertown will comply with all local, state, and federal rules, regulations and ordinances relating to this project and the cost-share agreement;

**BE IT FURTHER RESOLVED**, the City of Watertown will budget a sum sufficient to fully and satisfactorily complete the project and hereby authorizes and empowers the Director of Parks, Recreation, and Forestry, its official or employee, to act on its behalf to:

1. Sign and submit the grant application
2. Sign a grant agreement between applicant and the DNR
3. Submit interim and/or final reports to the DNR to satisfy the grant agreement
4. Submit grant reimbursement request to the DNR
5. Sign and submit other required documentation

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

ADOPTED October 3,2023

\_\_\_\_\_  
CITY CLERK

APPROVED October 3,2023

\_\_\_\_\_  
MAYOR

**RESOLUTION TO  
UPDATE HEALTH DEPARTMENT FACILITY FEE SCHEDULE TO  
REFLECT UPDATED ATCP 76 AND ACTP 78**

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

**WHEREAS**, Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) recently updated code language to create new license categories and associated fees for updated codes ATCP 76 (Safety, Maintenance and Operation of Public Pools and Water Attractions) and ATCP 78 (Recreational and Education Camps); and,

**WHEREAS**, ATCP 76 (Safety, Maintenance and Operation of Public Pools and Water Attractions) and ATCP 78 (Recreational and Education Camps) identifies the following types of recreational water and recreation/education camps: recreational water facility simple, moderate, complex, simple with feature, moderate with feature and complex with feature; and, recreational camp facility simple, moderate, complex, simple with hospitality, moderate with hospitality and complex with hospitality; and,

**WHEREAS**, the City of Watertown is bound by contract with DATCP to enforce and adhere to all state codes applying to the agent inspection program; and,

**WHEREAS**, therefore, the applicable fees were adopted to coincide with the new license categories locally, and license fees will also include the state reimbursement fee.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF WATERTOWN, WISCONSIN:**  
**That the proper City Officials are hereby authorized to update The Watertown/Jefferson County Environmental Health Consortium Fee Schedule to reflect ATCP 76 and ATCP 78 and meet current contract requirements.**

	YES	NO
DAVIS		
LAMPE		
RUETTEN		
BARTZ		
LICHT		
SMITH		
SCHMID		
WETZEL		
ROMLEIN		
MAYOR MCFARLAND		
TOTAL		

ADOPTED October 3, 2023

\_\_\_\_\_  
CITY CLERK

APPROVED October 3, 2023

\_\_\_\_\_  
MAYOR



## ENVIRONMENTAL PUBLIC HEALTH CONSORTIUM

### 2023 DATCP License Fee Update – effective date: 9/24/23 or upon full approval

In June, Department of Agriculture, Trade and Consumer Protection (DATCP) and the State of Wisconsin updated and passed new regulatory codes for Recreational and Education Camps (ATCP 78) and Safety, Maintenance and Operation of Public Pools and Water Attractions (ATCP76). The effective date of both codes is September 24, 2023.

As a local agent health department, our department adopts the State codes per our contractual agreement with DATCP and Watertown Ordinance Chapter 319 Health and Sanitation, Article II Environmental Sanitation. As a result of the updated state codes, the license categories and fees have been updated as described below:

#### ***RECREATIONAL AND EDUCATION (REC-ED) CAMPS – ATCP 78:***

ATCP 78 was updated to include multiple license types based on complexity levels and correlating fees. Formerly only one license type, the new code has six different license types, based on a license complexity assessment. The assessment is a point-based system that accounts for high and low risk activities offered at the camp, amount of sleeping space offered, physical layout and additional hospitality offered.

We have updated the fees according to the new ATCP 78 and have included the 12% reimbursement fee for license fees we are contractually required to pay DATCP annually.

#### ***PUBLIC POOLS AND WATER ATTRATIONS – ATCP 76***

ATCP 76 was updated to include license types based on complexity levels and correlating fees. The new code has six different license types, based on a license complexity assessment. The assessment is a point-based system that looks at the physical basins, recirculation system and features.

Our proposed fees are based on the new ATCP 78 code fees and include the 12% reimbursement fee for license fees we are contractually required to pay DATCP annually.



## ENVIRONMENTAL PUBLIC HEALTH CONSORTIUM

### Rec-ed Camp License Complexity Category Assessment

<input type="checkbox"/>	The camp provides on-premises or off-premises waterfront activities including: swimming, kayaking, boating, sailing canoeing or inflatables to campers. This does not include vendor provided waterfront activities	2
<input type="checkbox"/>	The camp offers camper firearm activity on-premises	1
<input type="checkbox"/>	Archery, ax, hatchet, or knife throwing is offered to campers on-premises	1
<input type="checkbox"/>	The camp offers high element challenge course to campers on-premises <sup>1</sup>	3
<input type="checkbox"/>	The camp offers low element challenge course to camper on-premises <sup>2</sup>	1
<input type="checkbox"/>	The camp offers horseback riding to campers on premises	1
<input type="checkbox"/>	The camp offers motorized vehicle activity to campers on-premises including go-kart, all-terrain vehicle, or utility-terrain vehicle	1
<input type="checkbox"/>	The camp serves one or more rental groups including a school, church group or scout troop	1
<input type="checkbox"/>	The camp premises includes structure that are utilized for lodging, dining, health services, waterfront activities, water supply systems, or challenge courses that require inspection travel beyond a half mile from the main centralized camper drop off or welcome location (basic services that are spread out, or distant service areas)	1
<input type="checkbox"/>	The camp utilizes more than 3 private wells to supply camp drinking water	1
<input type="checkbox"/>	The camp utilizes more than one kitchen or physical building with kitchen preparation space to serve meals to campers	1
	Camp sleeping structures. <b>Choose one of the following:</b> (*for college dorms, count individual sleeping rooms used by camp)	1
<input type="checkbox"/>	*The camp has one to 10 stand-alone sleeping structures including a cabin, yurt, covered wagon, Adirondack shelter, or platform tent throughout the premises	1
<input type="checkbox"/>	*The camp has 11-20 stand-alone sleeping structures throughout premises	2
<input type="checkbox"/>	*The camp has 21 or more stand-alone sleeping structures	3
	<b>Hospitality add-on</b>	
	Does the licensed recreational and education camp also offer additional activity such as a retail food establishment, campground, hotel, motel, bed and breakfast, or a tourist rooming house within the confines of the recreational and education camp, utilizing the same camp structures to serve other adult guests and their families	Yes or No
	Total Points:	

<input type="checkbox"/> 5 or less, simple	<input type="checkbox"/> 6-10 moderate	<input type="checkbox"/> 11 or more, complex
<input type="checkbox"/> 5 or less, simple w/ hospitality	<input type="checkbox"/> 6-10 moderate w/ hospitality	<input type="checkbox"/> 11 or more, complex w/ hospitality

<sup>1</sup> "High element" means equipment installed for a facilitated challenge course activity that requires a participant using the equipment to be connected to a life safety system, including ascending, descending, or traversing the challenge course at the established height. In this subsection, "activity" includes tree climbing, zip lines, and climbing walls.

<sup>2</sup> "Low element" means equipment installed for a facilitated challenge course activity in which the participant is spotted if needed by other persons in order to limit the risk of an injurious fall and the use of a life safety system is not required, including balancing on a low beam, walking across a pole while holding a rope, or activities involving such factors as strengthening, agility, balancing, teamwork, climbing on boulders or horizontal climbing walls no higher than the climber's shoulder height, and problem solving.



Watertown Department of Public Health  
515 S. First Street  
Watertown, WI 53094  
Phone: (920) 262-8094 Fax: 920-262-8096



Jefferson County Health Department  
1541 Annex Road  
Jefferson, WI 53549

Section 12, Item C.

## ENVIRONMENTAL PUBLIC HEALTH CONSORTIUM

### **Public Pools and Water Attractions License Complexity Category Assessment**

<input type="checkbox"/>	A. Basin	1
<input type="checkbox"/>	B. The pool type is a whirlpool or therapy pool	1
<input type="checkbox"/>	C. Choose the applicable recirculation system	
<input type="checkbox"/>	1. Recirculation system is designated to a single pool basin	1
<input type="checkbox"/>	2. Recirculation system is shared with another pool basin	.5
<input type="checkbox"/>	D. The basin is greater than 1999 square feet in area	1
<input type="checkbox"/>	E. The pool is defined as a water attraction <sup>1</sup>	1
	Total Points:	

Does the pools contain one or more features<sup>2</sup>: Yes or No

<input type="checkbox"/> 0-2, simple	<input type="checkbox"/> greater than 2, no more than 3, moderate	<input type="checkbox"/> 3.5 or more, complex
<input type="checkbox"/> 0-2, simple w/ feature(s)	<input type="checkbox"/> greater than 2, no more than 3, moderate w/ feature(s)	<input type="checkbox"/> 3.5 or more, complex w/ feature(s)

<sup>1</sup> "Water attraction" means a pool with design and operational features that provide a patron recreational activity other than conventional swimming that involves partial or total immersion of the body, including an activity pool, interactive play attraction, leisure river, plunge pool, vortex pool, vanishing edge pool, waterslide, run-out slide, drop slide, pool slide, wave pool, zero-depth entry pool, and any public pool with features except wading pools.

<sup>2</sup> "Feature" means a pool with a depth greater than 16 feet, a pool with a surface area greater than 20,000 sq. ft., or a physical object permanently installed in a pool that is intended for recreational use including, a pool slide, waterslide, pad walk, basketball hoop, diving board, wave generator, treadmill, vortex pool, climbing wall, current pool, swim-up bar, vanishing edge pool, tethered or nontethered floatable, or a spray feature.

## Environmental Health Fee Schedule

Wording in red font are updates to names of categories or additional categories found in the updated ATCP 76 (Recreational Water) and ATCP 78 (Recreational/Education Camp) codes

<u>Type</u>	<u>Current Fees</u>
<b>1. Retail Food Establishments - Serving Meals (includes mobile retail food establishment - serving meals)</b>	
<b>(a) Retail Food Serving Meals - Prepackaged TCS</b>	
1. License Fee	\$124.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$134.00
Pre-inspection Fee for Change of Owner	\$100.00
3. Re-inspection Fee	\$175.00
4. Re-inspection 2 Fee	\$175.00
5. Late Fee	\$21.00
<b>(b) Retail Food Serving Meals - Low Simple</b>	
1. License Fee	\$269.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$332.00
Pre-inspection Fee for Change of Owner	\$249.00
3. Re-inspection Fee	\$175.00
4. Re-inspection 2 Fee	\$326.00
5. Late Fee	\$46.00
<b>(c) Retail Food Serving Meals - Moderate</b>	
1. License Fee	\$387.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$488.00
Pre-inspection Fee for Change of Owner	\$366.00
3. Re-inspection Fee	\$175.00
4. Re-inspection 2 Fee	\$479.00
5. Late Fee	\$66.00
<b>(d) Retail Food Serving Meals - Complex</b>	
1. License Fee	\$632.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$798.00
Pre-inspection Fee for Change of Owner	\$598.00
3. Re-inspection Fee	\$175.00
4. Re-inspection 2 Fee	\$785.00
5. Late Fee	\$108.00
<b>(e) Mobile Retail Food Establishment Base - No Food Preparation or Processing Activities</b>	
1. License Fee	\$51.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$0.00
Pre-inspection Fee for Change of Owner	\$0.00
3. Re-inspection Fee	\$45.00
4. Re-inspection 2 Fee	\$45.00
5. Late Fee	\$9.00
<b>(f) Transient Retail Food - TCS</b>	
1. License Fee	\$200.00
<b>(g) Transient Retail Food - Non-TCS</b>	
1. License Fee	\$80.00
<b>(h) Transient Retail Food - Prepackaged TCS</b>	
1. License Fee	\$50.00
<b>2. Bed and Breakfast</b>	
1. License Fee	\$129.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$306.00
Pre-inspection Fee for Change of Owner	\$229.00
3. Re-inspection Fee	\$200.00
4. Re-inspection 2 Fee	\$200.00



<u>Type</u>	<u>Current Fees</u>
5. Late Fee	\$85.00
<b>3. Hotel/Motel/Tourist Rooming House</b>	
<b>(a) Hotel/Motel 05-30 Sleeping Rooms</b>	
1. License Fee	\$241.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$489.00
Pre-inspection Fee for Change of Owner	\$366.00
3. Re-inspection Fee	\$200.00
4. Re-inspection 2 Fee	\$295.00
5. Late Fee	\$85.00
<b>(b) Hotel/Motel 31-99 Sleeping Rooms</b>	
1. License Fee	\$329.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$678.00
Pre-inspection Fee for Change of Owner	\$508.00
3. Re-inspection Fee	\$200.00
4. Re-inspection 2 Fee	\$408.00
5. Late Fee	\$85.00
<b>(c) Hotel/Motel 100 – 199 Sleeping Rooms</b>	
1. License Fee	\$417.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$810.00
Pre-inspection Fee for Change of Owner	\$607.00
3. Re-inspection Fee	\$200.00
4. Re-inspection 2 Fee	\$515.00
5. Late Fee	\$85.00
<b>(d) Hotel/Motel 200 or more Sleeping Rooms</b>	
1. License Fee	\$574.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$1,208.00
Pre-inspection Fee for Change of Owner	\$906.00
3. Re-inspection Fee	\$200.00
4. Re-inspection 2 Fee	\$714.00
5. Late Fee	\$85.00
<b>(e) Tourist Rooming House (1-4 rooms)</b>	
1. License Fee	\$129.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$306.00
Pre-inspection Fee for Change of Owner	\$229.00
3. Re-inspection Fee	\$200.00
4. Re-inspection 2 Fee	\$200.00
5. Late Fee	\$85.00
<b>5. Campground</b>	
<b>(a) Campgrounds (1-25 sites)</b>	
1. License Fee	\$205.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$387.00
Pre-inspection Fee for Change of Owner	\$290.00
3. Re-inspection Fee	\$200.00
4. Re-inspection 2 Fee	\$244.00
5. Late Fee	\$85.00
<b>(b) Campground (26-50 sites)</b>	
1. License Fee	\$294.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$576.00
Pre-inspection Fee for Change of Owner	\$432.00
3. Re-inspection Fee	\$200.00
4. Re-inspection 2 Fee	\$357.00
5. Late Fee	\$85.00
<b>(c) Campground (51-100 sites)</b>	
1. License Fee	\$358.00

Type	Current Fees
2. Pre-inspection Fee For New Buildings or Change of Use	\$714.00
Pre-inspection Fee for Change of Owner	\$535.00
3. Re-inspection Fee	\$200.00
4. Re-inspection 2 Fee	\$433.00
5. Late Fee	\$85.00

(d) Campground (101 - 199 sites)

1. License Fee	\$417.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$846.00
Pre-inspection Fee for Change of Owner	\$634.00
3. Re-inspection Fee	\$200.00
4. Re-inspection 2 Fee	\$510.00
5. Late Fee	\$85.00

(e) Campground (200 or more sites)

1. License Fee	\$481.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$984.00
Pre-inspection Fee for Change of Owner	\$738.00
3. Re-inspection Fee	\$200.00
4. Re-inspection 2 Fee	\$591.00
5. Late Fee	\$85.00

~~(f) Recreational/Educational Camps~~

<del>1. License Fee</del>	<del>\$592.00</del>
<del>2. Pre-inspection Fee For New Buildings or Change of Use</del>	<del>\$1,224.00</del>
<del>Pre-inspection Fee for Change of Owner</del>	<del>\$918.00</del>
<del>3. Re-inspection Fee</del>	<del>\$200.00</del>
<del>4. Re-inspection 2 Fee</del>	<del>\$734.00</del>
<del>5. Late Fee</del>	<del>\$85.00</del>

Recreational/Education Camps- Simple	DATCP Fees	Proposed
1. License Fee	\$510.00	\$572.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$1,020.00	\$1,020.00
Pre-inspection Fee for Change of Owner		\$765.00
3. Re-inspection Fee	\$200.00	\$200.00
4. Re-inspection 2 Fee	\$300.00	\$300.00
5. Late Fee	\$102.00	\$102.00

Recreational/Education Camps - Simple w/ Hospitality		
1. License Fee	\$562.00	\$630.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$1,124.00	\$1,124.00
Pre-inspection Fee for Change of Owner		\$843.00
3. Re-inspection Fee	\$200.00	\$200.00
4. Re-inspection 2 Fee	\$300.00	\$300.00
5. Late Fee	\$112.00	\$112.00

Recreational/Education Camps- Moderate		
1. License Fee	\$555.00	\$622.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$1,110.00	\$1,110.00
Pre-inspection Fee for Change of Owner		\$833.00
3. Re-inspection Fee	\$200.00	\$200.00
4. Re-inspection 2 Fee	\$300.00	\$300.00
5. Late Fee	\$111.00	\$111.00

Recreational/Education Camps - Moderate w/ Hospitality		
1. License Fee	\$661.00	\$741.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$1,322.00	\$1,322.00
Pre-inspection Fee for Change of Owner		\$992.00
3. Re-inspection Fee	\$200.00	\$200.00
4. Re-inspection 2 Fee	\$300.00	\$300.00
5. Late Fee	\$132.00	\$132.00

Recreational/Education Camps- Complex		
1. License Fee	\$593.00	\$665.00

Type	Current Fees	
2. Pre-inspection Fee For New Buildings or Change of Use	\$1,186.00	\$1,186.00
Pre-inspection Fee for Change of Owner		\$890.00
3. Re-inspection Fee	\$200.00	\$200.00
4. Re-inspection 2 Fee	\$300.00	\$300.00
5. Late Fee	\$119.00	\$119.00
<b>Recreational/Education Camps - Complex w/ Hospitality</b>		
1. License Fee	\$744.00	\$834.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$1,488.00	\$1,488.00
Pre-inspection Fee for Change of Owner		\$1,116.00
3. Re-inspection Fee	\$200.00	\$200.00
4. Re-inspection 2 Fee	\$300.00	\$300.00
5. Late Fee	\$149.00	\$149.00
<b>6. School Inspections (no state reimbursement, not a license)</b>		
(a) Full Service Kitchen	\$460.00	
(b) Full Service Pre-Inspection Fee		
(c) Satellite Kitchen	\$157.00	
(d) Satellite Kitchen pre-Inspection		
<b>7. Retail Food Establishments - Not Serving Meals (includes mobile retail food establishment - not serving meals)</b>		
<b>(a) Retail Food Not Serving Meal - Complex</b>		
1. License Fee	\$1,124.00	
2. Pre-inspection Fee For New Buildings or Change of Use	\$1,020.00	
Pre-inspection Fee for Change of Owner	\$765.00	
3. Re-inspection Fee	\$175.00	
4. Re-inspection 2 Fee	\$459.00	
5. Late Fee	\$137.00	
<b>(b) Retail Food Not Serving Meals - Moderate</b>		
1. License Fee	\$435.00	
2. Pre-inspection Fee For New Buildings or Change of Use	\$408.00	
Pre-inspection Fee for Change of Owner	\$306.00	
3. Re-inspection Fee	\$175.00	
4. Re-inspection 2 Fee	\$193.00	
5. Late Fee	\$53.00	
<b>(c) Retail Food Not Serving Meals - Simple-TCS</b>		
1. License Fee	\$312.00	
2. Pre-inspection Fee For New Buildings or Change of Use	\$306.00	
Pre-inspection Fee for Change of Owner	\$229.00	
3. Re-inspection Fee	\$175.00	
4. Re-inspection 2 Fee	\$193.00	
5. Late Fee	\$38.00	
<b>(d) Retail Food Not Serving Meals - Simple - Non-TCS</b>		
1. License Fee	\$99.00	
2. Pre-inspection Fee For New Buildings or Change of Use	\$91.00	
Pre-inspection Fee for Change of Owner	\$68.00	
3. Re-inspection Fee	\$175.00	
4. Re-inspection 2 Fee	\$175.00	
5. Late Fee	\$12.00	
<b>(e) Retail Food Not Serving Meals - Prepackaged TCS</b>		
1. License Fee	\$53.00	
2. Pre-inspection Fee For New Buildings or Change of Use	\$0.00	
Pre-inspection Fee for Change of Owner	\$0.00	
3. Re-inspection Fee	\$175.00	
4. Re-inspection 2 Fee	\$175.00	
5. Late Fee	\$9.00	

Type	Current Fees
<b>(f) Mobile Retail Food Establishment Base - No Food Preparation or Processing Activities</b>	
1. License Fee	\$51.00
2. Pre-Inspection Fee For New Buildings or Change of Use	\$0.00
Pre-Inspection Fee for Change of Owner	\$0.00
3. Re-Inspection Fee	\$45.00
4. Re-Inspection 2 Fee	\$45.00
5. Late Fee	\$9.00
<b>(g) Micro Markets - Single Location</b>	
1. License Fee	\$45.00
2. Late Fee	\$8.00
<b>(h) Micro Markets - Multiple Locations (on the same premises)</b>	
1. License Fee	\$68.00
2. Late Fee	\$12.00
<b>(i) Inspection fee for mobile retail food stands (no state reimbursement, not a license)</b>	
	\$20.00
<b>8. Tattoo and Body-Piercing</b>	
<b>(a) Tattoo or body-piercing establishment</b>	
1. License Fee	\$158.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$260.00
Pre-inspection Fee for Change of Owner	\$195.00
3. Re-inspection Fee	\$100.00
4. Re-inspection 2 Fee	\$100.00
5. Late Fee	\$85.00
<b>(b) Combined tattoo and body-piercing establishment</b>	
1. License Fee	\$258.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$408.00
Pre-inspection Fee for Change of Owner	\$306.00
3. Re-inspection Fee	\$100.00
4. Re-inspection 2 Fee	\$100.00
5. Late Fee	\$85.00
<b>(c) Temporary License</b>	\$115.00
<b>9. Recreational Water</b>	
<b>(a) Public Swimming Pools</b>	
1. License Fee	\$345.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$156.00
Pre-inspection Fee for Change of Owner	\$117.00
3. Re-inspection fee	\$100.00
4. Re-inspection 2 Fee	\$100.00
5. Late Fee	\$75.00
<b>(b) Swimming pools with Water Attraction</b>	
1. License Fee	\$345.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$182.00
Pre-inspection Fee for Change of Owner	\$136.00
3. Re-inspection fee	\$100.00
4. Re-inspection 2 Fee	\$100.00
5. Late Fee	\$75.00
<b>(c) Swimming pools with Water Attraction with up to 2 slides</b>	
1. License Fee	\$202.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$260.00
Pre-inspection Fee for Change of Owner	\$195.00

Type	Current Fees
3- Re-inspection fee	\$100.00
4- Re-inspection 2 Fee	\$100.00
5- Late Fee	\$75.00
(d) Swimming Pools with Additional Poolslides	
1- License Fee	\$191.00
2- Pre-inspection Fee For New Buildings or Change of Use	\$150.00
Pre-inspection Fee for Change of Owner	\$112.00
3- Re-inspection fee	\$100.00
4- Re-inspection 2 Fee	\$100.00
5- Late Fee	\$75.00
(e) Swimming Pools with Additional Waterslides	
1- License Fee	\$191.00
2- Pre-inspection Fee For New Buildings or Change of Use	\$150.00
Pre-inspection Fee for Change of Owner	\$112.00
3- Re-inspection fee	\$100.00
4- Re-inspection 2 Fee	\$100.00
5- Late Fee	\$75.00

	DATCP Fees	Proposed
Simple Pool		
1. License Fee	\$208.00	\$232.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$208.00	\$208.00
Pre-inspection Fee for Change of Owner		\$156.00
3. Re-inspection fee	\$100.00	\$100.00
4. Re-inspection 2 Fee	\$150.00	\$150.00
5. Late Fee	\$42.00	\$42.00
Simple Pool w/ features		
1. License Fee	\$345.00	\$387.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$345.00	\$345.00
Pre-inspection Fee for Change of Owner		\$259.00
3. Re-inspection fee	\$100.00	\$100.00
4. Re-inspection 2 Fee	\$150.00	\$150.00
5. Late Fee	\$69.00	\$69.00
Moderate Pool		
1. License Fee	\$312.00	\$350.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$312.00	\$312.00
Pre-inspection Fee for Change of Owner		\$234.00
3. Re-inspection fee	\$100.00	\$100.00
4. Re-inspection 2 Fee	\$150.00	\$150.00
5. Late Fee	\$62.00	\$62.00
Moderate Pool w/ features		
1. License Fee	\$450.00	\$505.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$450.00	\$450.00
Pre-inspection Fee for Change of Owner		\$338.00
3. Re-inspection fee	\$100.00	\$100.00
4. Re-inspection 2 Fee	\$150.00	\$150.00
5. Late Fee	\$90.00	\$90.00
Complex Pool		
1. License Fee	\$390.00	\$437.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$390.00	\$390.00
Pre-inspection Fee for Change of Owner		\$293.00
3. Re-inspection fee	\$100.00	\$100.00
4. Re-inspection 2 Fee	\$150.00	\$150.00
5. Late Fee	\$78.00	\$78.00
Complex Pool w/ features		
1. License Fee	\$527.00	\$591.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$527.00	\$527.00

Type	Current Fees	
Pre-inspection Fee for Change of Owner		\$396.00
3. Re-inspection fee	\$100.00	\$100.00
4. Re-inspection 2 Fee	\$150.00	\$150.00
5. Late Fee	\$78.00	\$78.00

34) “Feature” means a pool with a depth greater than 16 feet, a pool with a surface area greater than 20,000 sq. ft., or a physical object permanently installed in a pool that is intended for recreational use including, a pool slide, waterslide, pad walk, basketball hoop, diving board, wave generator, treadmill, vortex pool, climbing wall, current pool, swim–up bar, vanishing edge pool, tethered or nontethered floatable, or a spray feature.

**RESOLUTION TO  
APPROVE STATE MUNICIPAL FINANCIAL AGREEMENT FOR  
RECONSTRUCTION OF WESTERN AVENUE AND S. FIRST STREET  
FROM S. THIRD STREET TO MILWAUKEE STREET IN 2025**

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

**WHEREAS**, The City of Watertown submitted a Wisconsin Department of Transportation (WisDOT) FY 2024 Surface Transportation Program (STP)-Local Program application for the reconstruction of Western Avenue and S. First Street between S. Third Street and Milwaukee Street; and,

**WHEREAS**, The City was successful in said STP-Local Program application; and,

**WHEREAS**, the reconstruction of Western Avenue and S. First Street from S. Third Street to Milwaukee Street is scheduled to commence in calendar year 2025; and,

**WHEREAS**, construction costs are funded with up to 80% federal funding up to a funding limit of \$500,000 of eligible roadway reconstruction costs; and,

**WHEREAS**, the City of Watertown will be responsible for the remaining 20% and any funds in excess of the \$500,000 federal funding limit, 100% of non-participating construction costs, 100% of preliminary engineering/plan development, 100% of non-participating sanitary sewer and water main expenses, 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 State Municipal Financial Agreement (SMFA) for the reconstruction of Western Avenue and S. First Street from S. Third Street to Milwaukee Street for work to commence in calendar year 2025

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

ADOPTED October 3, 2023

\_\_\_\_\_  
CITY CLERK

APPROVED October 3, 2023

\_\_\_\_\_  
MAYOR

**RESOLUTION**  
**SUPPORTING SUBMITTAL OF STP URBAN FUNDING APPLICATION –**  
**LABAREE STREET**

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

**WHEREAS,** It is in the best interest of the City of Watertown to maintain public infrastructure; and,

**WHEREAS,** The City of Watertown intends to reconstruct Labaree Street between N. Fourth Street and Boughton Street; and,

**WHEREAS,** The City of Watertown recognizes that submission for the Wisconsin Department of Transportation (WisDOT) Surface Transportation Program (STP) Urban application as presented and described by the City of Watertown Engineering Division to be further beneficial and consistent with advancing community efforts; and,

**WHEREAS,** The WisDOT STP Urban program provides funding of up to eighty percent of eligible reconstruction costs; and,

**WHEREAS,** The City of Watertown will commit to provide applicable matching funds to eligible construction costs, wherein twenty percent, and will provide funding for one hundred percent of non-eligible reconstruction costs, design fees, and inspection fees. Funding for said project will be requested in appropriate budget cycles.

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

That the proper City Officials be and are hereby authorized to submit the above-described funding application upon the foregoing purposes and objectives and subject to the required contributions and amounts that will satisfy the funding award match criteria.

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

ADOPTED October 3, 2023

\_\_\_\_\_  
CITY CLERK

APPROVED October 3, 2023

\_\_\_\_\_  
MAYOR



**RESOLUTION TO  
SUPPORT TAP GRANT APPLICATION SUBMITTAL – S. CHURCH  
STREET SHARED-USE PATH**

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

**WHEREAS**, it is determined to be in the best interests of the City of Watertown to support on and off-road pedestrian and bicycle facilities; and,

**WHEREAS**, the City of Watertown intends to establish a ten foot (10') wide concrete shared-use path on S. Church Street along the east right-of-way from Jefferson Road south to Air Park Drive; and,

**WHEREAS**, the City of Watertown recognizes that submission of the Wisconsin Department of Transportation (WisDOT) Transportation Alternatives Program (TAP) Grant application as presented and described by the City of Watertown Engineering Division to be further beneficial and consistent with advancing community efforts; and,

**WHEREAS**, THE WisDOT TAP Grant provides funding of up to eighty percent of eligible construction costs; and,

**WHEREAS**, The City of Watertown will commit to provide applicable matching funds to eligible construction costs, wherein twenty percent, and will provide funding for one hundred percent of non-eligible reconstruction costs, design fees, and inspection fees. Funding for said project will be requested in appropriate budget cycles.

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

That the proper City Officials be and are hereby authorized to submit the above-described funding application upon the foregoing purposes and objectives and subject to the required contributions and amounts that will satisfy the funding award match criteria.

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

ADOPTED October 3, 2023

\_\_\_\_\_

CITY CLERK

APPROVED October 3, 2023

\_\_\_\_\_

MAYOR

**RESOLUTION TO  
ENTER INTO THE 2024 SERVICE AGREEMENT BETWEEN THE CITY  
OF WATERTOWN, WISCONSIN AND THE WATERTOWN HUMANE  
SOCIETY**

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

**WHEREAS**, the attached 2024 Service Agreement between the City of Watertown, Wisconsin and the Watertown Humane Society has been reviewed as to legal form and sufficiency by the City Attorney and deemed appropriate.

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

That the proper City Officials be and are hereby authorized to execute the 2024 Service Agreement between the City of Watertown, Wisconsin and the Watertown Humane Society.

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

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

ADOPTED October 3, 2023

\_\_\_\_\_  
CITY CLERK

APPROVED October 3, 2023

\_\_\_\_\_  
MAYOR

2024 SERVICE AGREEMENT

BETWEEN THE CITY OF WATERTOWN, WISCONSIN

AND THE WATERTOWN HUMANE SOCIETY

THIS AGREEMENT is entered into this 1st day of January 2024 by and between the City of Watertown, a Wisconsin municipal corporation located in Jefferson and Dodge Counties, Wisconsin, hereinafter referred to as the "City," (notices and communications hereunder to be delivered to: 106 Jones Street, Watertown, WI 53094) and the Watertown Humane Society, Inc., hereinafter referred to as "WHS," (notices and communications hereunder to be delivered to: 418 Water Tower Court, Watertown, WI 53094), a Wisconsin nonprofit corporation located in Watertown, Wisconsin, for animal services to be provided by "WHS."

1. REMUNERATION

- 1.1. The City, in consideration of performance by WHS under this Agreement, as herein set forth, shall pay WHS for services furnished as provided hereunder.
- 1.2. The City shall pay to WHS for the entire calendar year, 2024, the sum of \$62,830.00 (Sixty-two Thousand, Eight Hundred and Thirty Dollars) in four (4) quarterly calendar installments of \$15,707.50 (Fifteen Thousand, Seven Hundred Seven Dollars and Fifty Cents) with respect to, and within, the calendar year 2024. Payment is due within fifteen (15) days of the beginning of each quarter.
- 1.3. Parties agree to annually review the above referenced amount and negotiate to increase or decrease that amount as described in Section 8.

2. DEFINITIONS

- 2.1. Animals – Dogs, cats and other small domestic animals.
- 2.2. Fees

2.2.1. Adoption Fee – an amount charged for the administrative services relative to the transfer of an animal to a new owner.

2.2.2. Boarding Fee – a daily amount charged for the care of an animal while at WHS.

2.2.3. Reclaim Fee – an amount in addition to the boarding fee charged to the owner of an animal that has been kept at WHS in order to reclaim the animal.

2.2.4. Service Fee – amount charged to private citizens by WHS to transfer an animal from WHS to a new owner (adoption), to accept an animal into WHS (surrender), or to euthanize an animal and/or dispose of a dead animal.

2.2.5 Surrender Fee-amount charged to relinquish a pet to the custody of the Watertown Humane Society.

2.2.5. Cremation Fee – amounts charged to private citizens by WHS for either group or private cremation of an animal.

2.3 Surrender – a statement by a former owner of an animal that he or she relinquishes all rights to that animal.

2.4. Owner/Caretaker – includes any person owning, harboring or keeping a dog or cat, and the occupant of any premises on which a dog or cat remains or to which it customarily returns daily for ten (10) days is presumed to be harboring or keeping the dog or cat within the meaning of this agreement per Watertown Municipal Code §228-3 and §228-16.

2.5. Live Trap – a trap that can be loaned out for live trapping of domestic stray animals. A deposit fee is required and said deposit is returned when the trap is returned in good working order.

### **3. RESPONSIBILITIES OF THE CITY**

3.1. The City shall provide full cooperation and assistance to WHS, its officers, agents and employees in order to facilitate and accomplish the services performed under this agreement.

3.2. The City agrees that its Police Department will cooperate in the apprehension and/or destruction of dangerous, vicious or completely uncachable animals when such animals are mutually determined to be dangerous, vicious or completely uncachable.

3.3. Where special supplies, stationery, notices, forms and similar materials are to be issued in the name of the City, the same shall be supplied by the City to WHS at the expense of the City and shall be in addition to the annual agreement rate.

3.4. The City's Police Department, at its discretion, may issue animal at large citations from the information provided by WHS. This information will be received from WHS as per Section 4.6 of this Agreement.

### **4. RESPONSIBILITIES OF WATERTOWN HUMANE SOCIETY (WHS)**

4.1. The WHS agrees to furnish and maintain facilities and equipment adequate for the maintenance, housing, shelter, care, euthanasia, and disposal of all animals unlawfully at large and to harbor them under and pursuant to the applicable ordinances of the City, the object being to keep such stray animals, to release them back to their owner or to any other person after service fees, as determined to be appropriate by WHS, have been paid, or to destroy them and dispose of the dead animals.

4.2. WHS will maintain current and accurate records of how all animals received are disposed of and allow the City and its employees open access and the ability to inspect such records as requested at all reasonable times. WHS will comply with §173 of Wisconsin Statutes pertaining to the animals.

4.3. Prior to any renewal of this Agreement under same or similar terms, WHS shall provide to the City annual financial statements and copies of income tax and informational or supplemental returns, documents, and additional financial statements as requested consisting of data comprising no less than twelve (12) months of WHS's fiscal activity. Except pursuant to the City's sole and exclusive discretion to



make waiver, no renewal of this Agreement under same or similar terms may be entered into unless WHS furnishes the materials in fulfillment of the foregoing not later than ninety (90) days prior to any expiration of the term hereunder.

4.4. WHS shall ensure that there are sufficient personnel on duty at the Watertown Humane Society during the following business hours:

Monday: CLOSED  
Tuesday: 10am to 5pm  
Wednesday: 10am to 5pm  
Thursday: 10am to 5pm  
Friday: 10am to 5pm  
Saturday: 10am to 3pm  
Sunday: CLOSED

4.4.1. These hours may change from time to time to better serve the community and animals. In the event the shelter hours change, the hours indicated above shall automatically be changed to reflect the new hours of operation upon written notice to the City.

4.4.2. WHS will be closed on the following holidays: New Years Day, Good Friday, Memorial Day, Independence Day (4<sup>th</sup> of July), Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Years Eve. WHS will inform the City in writing if the shelter will be closed any additional holidays.

4.4.3. Except under demonstrable extenuating circumstances, WHS will respond to all calls from the Watertown Police Department, routine or emergency in the following manner: WHS will respond within 60 minutes of calls placed between 7:00am to 7:00pm seven days a week; WHS will respond within 90 minutes of calls placed between 7:01pm and 6:59am, seven days a week and only if the situation is deemed an emergency by the police department.

4.4.3.1. An emergency call from law enforcement involves one of the following situations: 1) A critically wounded stray animal; 2) an animal in an abusive situation; 3) an animal that has bitten someone and requires assistance for removal; 4) an animal seized by a law enforcement officer under the provisions of §173.13 of Wisconsin Statutes and/or analogous City ordinances. Assigning an emergent nature to a call shall be at the sole and exclusive determination of a member of the City's Police Department.

4.5. It shall be the principal duty of WHS to furnish personnel equipped and prepared to assist between 7:00am and 7:00pm to respond within 60 minutes of calls placed within said hours, to assist in an emergency, and to report and work cooperatively with the City's Police Department during the investigation of complaints received from City residents when done in compliance with §173 of Wisconsin Statutes, analogous City ordinances or other applicable authority.

4.6. In instances of animals running at large, once WHS properly identifies the animal and the owner, this information shall be provided to the City of Watertown Police Department. At a minimum, the information shall include the owner's name, address, phone number(s) and a synopsis of the incident such as location, description of animal, date, time and police department incident number, if known.

4.7. Under no circumstances shall WHS allow a resident of the City of Watertown to adopt animals in a number that exceeds the numerical limits set forth in the relevant rules or regulations.

4.8 WHS shall provide a list of at least four emergency contacts to the City Police Department and Humane Officers. The four emergency contacts are responsible for complying with and responding to within sixty (60) minutes of all calls from the City Police Department placed between 7:00 a.m. and 7:00 p.m. and for responding to all emergency calls between 7:00 p.m. and 7:00 a.m. withing ninety (90) minutes. Said list shall be updated within 5 days of any change to the contact list.

4.9 WHS shall reserve at least four (4) kennels for the use by the City of Watertown at all times as identified on Exhibit A. WHS may use some of the four (4) Kennels for other animals under its control for up to 24 hours, provided at least two (2) kennels are reserved for the City's use. This time may only be expanded on a case-by-case basis upon express permission granted by a Humane Officer or his delegate in his absence for the City of Watertown.

4.10 WHS shall provide the Police Department 24 hour access to the kennels reserved for the City of Watertown.

## **5. PUBLIC SAFETY AND SERVICE**

5.1. Impoundment – the City will, whenever possible, provide written documentation to WHS in connection with the impoundment of an animal. WHS shall take delivery of impounded animals. WHS will not be responsible for obtaining any veterinarian care for an owned, impounded animal. If WHS decides, at its sole discretion to obtain veterinarian care for an owned, impounded animal, the owner will be responsible for reimbursing WHS the cost of all medical treatment. Release of said animal may be done only after impoundment requirements have been met. The City shall be exempt from any such bonds or costs.

### **5.2. Rabies Control/Bite/Quarantine Cases**

5.2.1. Owner Known – WHS will not quarantine an animal which has bitten, and its owner is known unless ordered by the local law enforcement agency in special cases. The owner shall provide WHS with a minimum \$250 cash bond and pay daily costs for the custody and care of said animal during the quarantine period. If an animal is ordered to be euthanized, the owner may not be allowed to see or visit the animal once the animal is in quarantine.

5.2.2. Stray/Owner Unknown – WHS will work at the direction of the Health Department for quarantine and rabies submission as outlined in Wisconsin Statute § 95.21 involving stray or owner unknown animals. WHS will euthanize and dispose of the carcass of rabies specimens submitted to the Wisconsin State Lab of Hygiene. The Health Department must be notified by WHS in the event of any animal bite cases.

5.3. Seize and Rescue – WHS will work with the appropriate City departments to seize/rescue animals for the health and safety of the animals and for the health and safety of the public, but only a law enforcement officer will have the authority to seize an owned animal.



## **6. MUTUAL AGREEMENTS BETWEEN THE CITY AND WHS**

6.1. WHS shall become the owner of all stray animals after the statutory period of impoundment has expired. No animals, dead or alive, will be sold or given away for purposes of experimentation or medical use. WHS shall not release any animal seized by, or at the direction of, the City Humane Officer without the authorization of the City Humane Officer or his delegate in his absence.

6.2. When space allows, WHS may accept animals for surrender at the shelter from citizens of the City. The surrender shall include a surrender fee to be paid by the animal's owner. If the Watertown Humane Society does not have space available, the animal will be placed on a waiting list until space opens. The staff of the Watertown Humane Society will guide and educate community members on the resources available to them to assist in the rehoming of their animals independently. The Watertown Humane Society reserves the right to refuse intake of any owner surrender at their discretion.

6.3. WHS will dispose of stray animal carcasses.

6.4. If an injured animal bearing a current rabies tag, identification tag or other information such that the owner can be identified is impounded, the WHS Manager or designee has the authority and discretion to take or send the injured animal to a licensed veterinarian after reasonable efforts are made to contact the owner of the injured animal. The owner will be responsible for reimbursing WHS the veterinarian costs related to the care of their animal.

6.5. WHS shall be responsible for all salaries and other benefits paid to WHS employees. In addition, WHS shall be responsible for providing Worker's Compensation Insurance and Unemployment Compensation Insurance for its employees, professional liability insurance for its employees and agents with limits of at least \$300,000.00 and commercial umbrella excess liability insurance with limits of at least \$500,000.00. Certificates of insurance showing compliance with this paragraph shall be provided to the City. The City shall be responsible for providing liability insurance covering its liabilities in this instance with the limits of coverage of at least \$50,000.

6.6. Each party to the Agreement shall perform all acts and execute and deliver all documents as may be necessary and proper under the circumstances to accomplish the intent and purpose of this Agreement to carry out its provisions.

## **7. HUMANE OFFICER PROVISIONS**

7.1. One or more law enforcement officers, as appointed or assigned by the Chief of Police shall serve as the City Humane Officer.

7.1.1. All duties of the City Humane Officer shall be outlined in §173 of the Wisconsin Statutes and the City Humane Officer shall enforce all laws and ordinances relating to animals within the City, including but not limited to, the provisions of §173 of the Wisconsin Statutes, which had been adopted by the City. WHS shall act at the direction of the City Humane Officer and such action shall conform to the requirements of §173 of the Wisconsin Statutes.

7.1.2. The Humane Officer of the City and any other properly authorized delegate of the City shall possess all the authorities pursuant to §173 of the Wisconsin Statutes.



## **8. TERM**

The term of this Agreement shall be from January 1, 2024 to December 31, 2024 and this Agreement shall automatically renew on January 1, 2025 for successive term of twelve (12) months and then on December 31 of said calendar year, 2025 and automatically renew thereafter for identical, successive twelve (12) month terms until and unless terminated for cause hereunder or upon written notice received by the non-terminating party on or before September 30 within the annual calendar term set to expire. This Agreement may be modified at any time as described in Section 12.2.

## **9. TERMINATION OF AGREEMENT**

9.1. Termination of Agreement for Cause. If through any cause, either the City or WHS shall fail to fulfill in a timely proper manner its obligations under this agreement, or if either party violates any of the covenants or stipulations of this Agreement, the aggrieved party shall, prior to termination, give written notice to the other party of such violation and if the violation is not eliminated or cured within ten (10) days of personal delivery of such notice at the address given above for such party, the aggrieved party shall have the right to terminate this Agreement and specify the effective date thereof.

9.2. Termination for Convenience of the City or WHS. If for any reason either the City or WHS does not anticipate renewal of the Agreement at the end of the current term, written notice shall be given to the other at least 90 days before the termination date of the current Agreement.

9.3. Termination for Non-appropriation. If the City does not appropriate funds in the fiscal year in the amount equal to the price negotiated by the following agreement year, it is mutually agreed that this contract may be cancelled by either party; however, the City shall, to the extent reasonably possible, seek to maintain funding levels such that a suitable contingency plan for this situation can be planned for and implemented by WHS to prevent harm to the animals currently residing at WHS and to prevent harm or threat of harm to the community from stray animals posing a health threat.

## **10. NONLIABILITY**

10.1. No person, firm, corporation or other entity shall obtain any civil liability remedy against the City or WHS, or their respective officers, employees or agents, for any damage, claims or causes of action arising out of or resulting from the execution of this Agreement. Furthermore, nothing in this Agreement is intended to be interpreted to expand any liability that either the City or WHS may have to any third parties. This Agreement is in no way intended to benefit any persons other than the parties to it and is not entered into with the intent to benefit any other person, firm, corporation or other entity, either directly or indirectly.

10.2. Nothing in this Agreement shall be construed to create any liability or waive any of the immunities, limitations on liability, or other provisions as conferred by laws of the State of Wisconsin and Federal government, including the notice provisions for governmental claims contained in § 893.80 of the Wisconsin Statutes. This Agreement does not confer any additional immunities or limitations on liability otherwise available to WHS, or the City, or their respective officers, employees, or agents.

10.3. The City agrees to authorize WHS to effectively carry out the City's obligations under this Agreement, and to take whatever action is reasonably required to effectuate such authorization. Such authority shall include, but is not limited to, the authority to enforce the Wisconsin Rabies Law, and other local ordinances pertaining to Humane Officers. Other than the authorities specifically delegated to WHS by ordinance, contract or otherwise, WHS has no authority, as agent or otherwise, to bind the City to any legal obligation. WHS, its officers, agents or employees are independent contractors and are not agents or employees of the City.

10.4. Whenever any loss, costs, damage or expense occurs resulting from any casualty or incidents incurred by either of the parties to this Agreement in connection with the services rendered under this Agreement, and such party is then covered in whole or in parts by insurance with respect to loss, cost, damage or expense, the party is so insured by this Agreement releases the other party from any liability it may have an account of such loss, costs, damage or expense to the extent of the amount recovered by reason of such insurance, and waves the right of subrogation which might otherwise exist or accrue to any person on account of it, provided that such release of liability and waiver of the right of subrogation may not be operative in any case where the effect is to invalidate such insurance coverage or increase its cost. Such a waiver shall be evidenced in proper certificates or endorsements from appropriate carriers or insurance funds of the parties.

## **11. AUTHORITY**

The parties signing below represent and warrant that they have the legal authority, by ordinance or otherwise, to enter into this Agreement and to bind the City to its terms. A copy of the resolution and a copy of the minutes from the appropriate meeting authorizing this action by the City shall be attached to the Agreement and included by reference here in.

## **12. NON-ASSIGNMENT, AMENDMENTS AND SEVERABILITY**

12.1. This Agreement shall not be assignable to either party to it, or shall the performance of any of the duties under it be delegable to any party to it, without the express written consent of all the parties hereto. This Agreement shall not be assignable to operation of law.

12.2. Neither this Agreement nor any term or provision of it may be changed, waived, discharged, amended, modified or in any manner other than by an instrument in writing signed by both of the parties to this Agreement.

12.3. If any term or provision of this Agreement is at any time during the term of this Agreement, or any extension of the Agreement, determined by a Court of competent jurisdiction to be in conflict with applicable Federal law, State law, Federal or State administrative agency rule, or Federal or State judicial decision, such term or provision shall continue in effect only to the extent permitted by such law, rule, or decision. If such part of this Agreement cannot be amended to be applied under said law, rule or decision, then such term or provision shall be deemed invalid, however, the remaining provisions of this Agreement will remain in full force and effect, and the Agreement will be enforced and interpreted to extent possible without said conflicting provisions.

12.4. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Wisconsin, without giving effect to principles and provisions of those laws relating to conflict or choice of laws.

[SIGNATURE PAGE TO FOLLOW]



WATERTOWN HUMANE SOCIETY, INC.

CITY OF WATERTOWN

BY: Kathy Polensky  
Kathy Polensky, Board President

DATE: 9/5/2023

Primary Contact for  
Watertown Humane Society, Inc.

Heather VanDam  
Executive Director  
418 Water Tower Court  
Watertown, WI 53094  
[manager@whsadopt.org](mailto:manager@whsadopt.org)

BY: \_\_\_\_\_  
Emily McFarland, Mayor

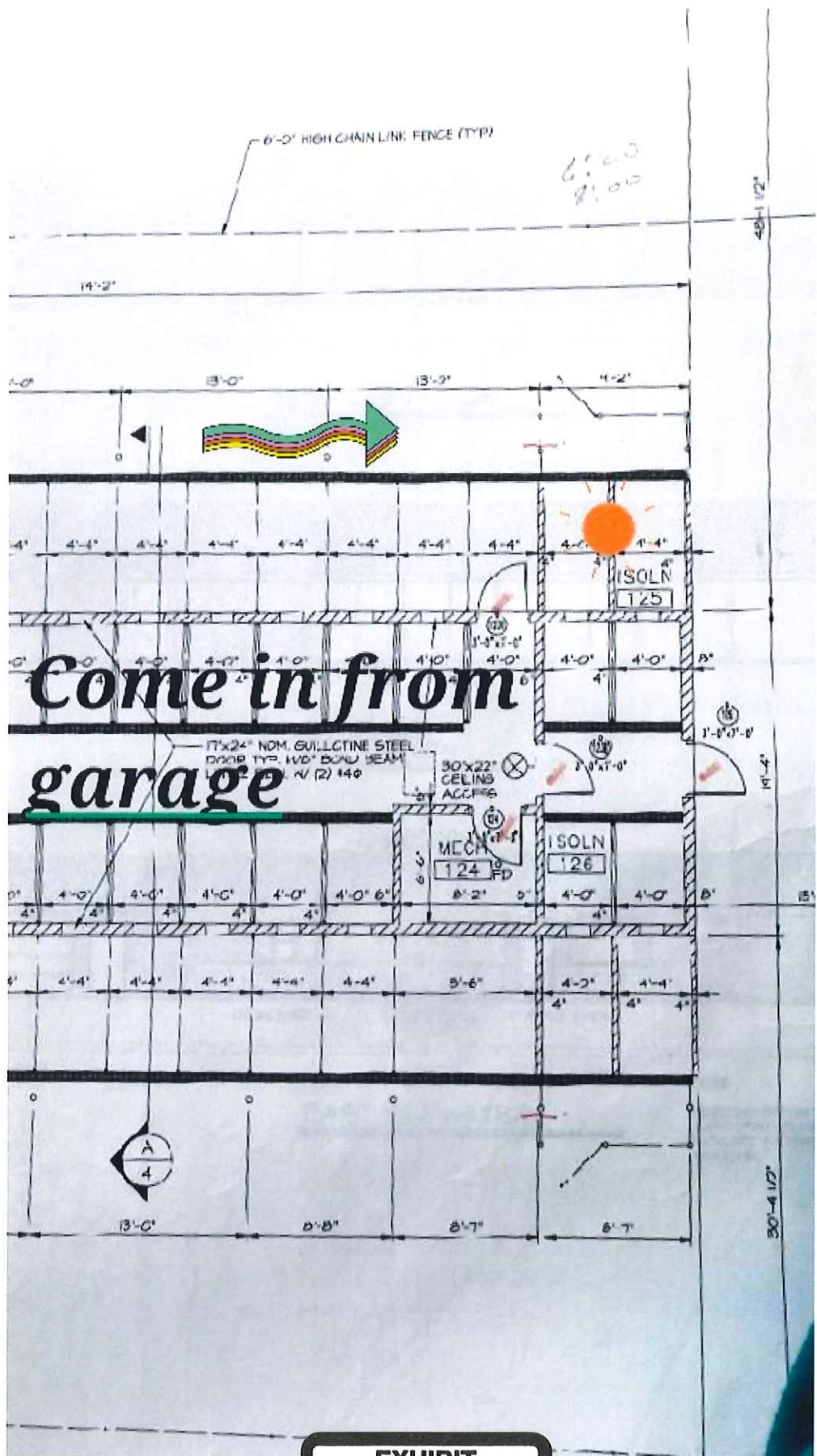
DATE: \_\_\_\_\_

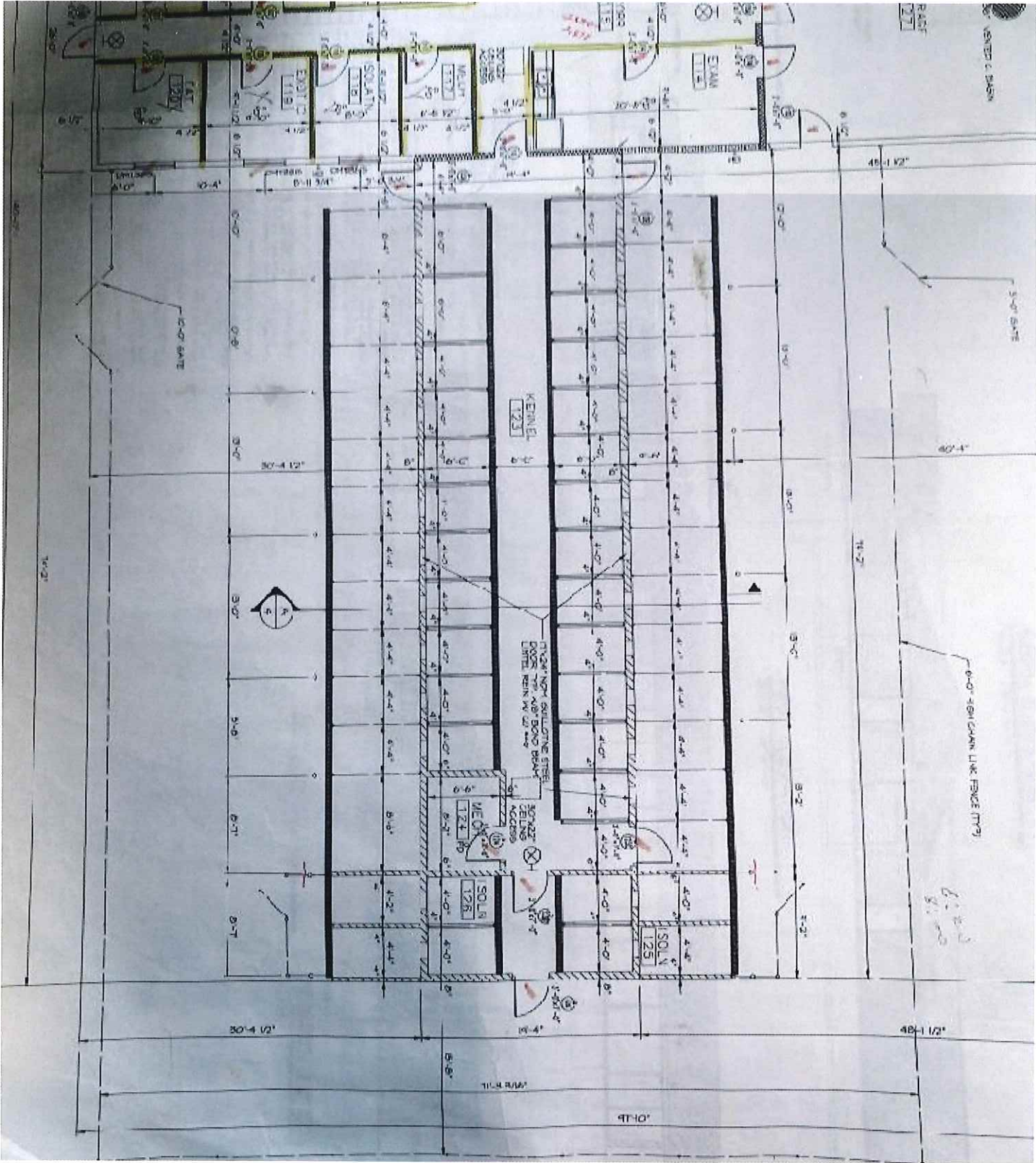
Primary Contact for  
City of Watertown

City Attorney Steven T. Chesebro  
106 Jones Street  
Watertown, WI 53094

Approved as to form and sufficiency:

\_\_\_\_\_  
City Attorney  
State Bar No. 1074496







**RESOLUTION TO  
APPROVE THE TRANSFER OF 100 WESTERN AVENUE, WATERTOWN  
(PIN: 291-0815-0424-088) TO THE CITY OF WATERTOWN, RAZE THE  
STRUCTURE AND APPROVE THE INTERGOVERNMENTAL  
AGREEMENT FOR ADDRESSING SAFETY CONCERNS AT 100  
WESTERN AVENUE, WATERTOWN**

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

**WHEREAS**, a fire on December 8, 2022 damaged the structure located on 100 Western Avenue, Watertown, WI (PIN 291-0815-0424-088); and,

**WHEREAS**, due to the structural damage and risk of the structure collapsing, Watertown issued a Raze Order dated March 22, 2023 and recorded in Jefferson County on April 3, 2023 as Document Number 1472676, but the property owner is financially unable to raze the structure and has offered to transfer ownership of the property to the City of Watertown subject to all outstanding assessments, tax obligations or debts due to Watertown and Jefferson County; and,

**WHEREAS**, the Plan Commission approved the City obtaining the property on October 2, 2023; and,

**WHEREAS**, the City of Watertown and the County of Jefferson desire to enter into an Intergovernmental Agreement to set forth their respective obligations, understandings, roles and responsibilities with regards to addressing the safety concerns on 100 Western Avenue.

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

That the proper City Officials be and are hereby authorized to enter into the Agreement for the transfer of 100 Western Avenue, Watertown, a copy of which is attached hereto as Exhibit A.

BE IT FURTHER RESOLVED that the proper City Officials be and hereby are authorized to arrange and carry out the razing of all the structures located at 100 Western Avenue upon acceptance of the Property.

BE IT FURTHER RESOLVED that the proper City Officials be and are hereby authorized to enter into the Intergovernmental Agreement for Addressing Safety Concerns at 100 Western Avenue, Watertown, a copy of which is attached hereto as Exhibit B.

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

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

ADOPTED October 3, 2023

CITY CLERK

APPROVED October 3, 2023

MAYOR



## AGREEMENT TRANSFERRING OWNERSHIP OF PROPERTY

THIS AGREEMENT (the “Agreement”) is made effective as of August \_\_\_, 2023 (the “Effective Date”), by and among the CITY OF WATERTOWN, a Wisconsin municipal corporation (the “City”) and RENEE STERWALT f/k/a ZSA ZSA STERWALT (“Sterwalt”).

### RECITALS

- A. Sterwalt is the owner of the real property commonly known as 100 Western Avenue, City of Watertown, in Jefferson County, Wisconsin (the “Property”). In September 2019, Sterwalt rented the Property to Shannon Arenz.
- B. In 2020, following the start of the Covid-19 pandemic, Arenze stopped making payments under the lease for the Property. As a result, Sterwalt fell into arrears on the mortgage on the Property, the insurance policy for the Property and real property taxes, and the payment for water and sewer service provided by the City to the Property.
- C. On April 6, 2022, as a result on the default on the payment of the mortgage loan on the Property, Specialized Loan Servicing LLC, commenced an action in Jefferson County Circuit Court, Case No. 2022CV98, to foreclose its mortgage. On December 8, 2022, the Circuit Court granted a judgment of foreclosure to Specialized Loan Servicing.
- D. On or about December 9, 2022, the Property was largely destroyed by a fire. As a result of the fire, the City’s Building Inspector determined that the principal structure located on the above-described premises is so dilapidated, damaged and out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitation, occupancy or use.
- E. On March 22, 2023, the City issued a Raze Order for the Property based on its finding that the cost of the necessary repairs for the Property would exceed fifty percent of the current (pre-fire) full assessed value of the Property. The Raze Order was recorded with the Jefferson County Register of Deeds on April 3, 2023, as Document No. 1472676.
- F. Sterwalt is indebted to City for real property taxes, assessments and water and sewer charges relating to the Property, some of which are secured by liens on the Property.
- G. On June 13, 2023, the Circuit Court vacated the judgment of foreclosure relating to the Property based on the parties’ recognition that the Property will have nominal if any value after taking account of the debts relating to the Property, including the expense of razing the Property.
- H. Sterwalt has resided in Alaska since 2019. She does not have the financial means to repair the property or pay the taxes, water and sewer charges and other debts relating to the Property.
- I. Sterwalt and the City wish to avoid the time and expense of litigation and special assessment actions. Sterwalt recognizes that she could require the City to pursue its rights to seek a tax foreclosure, and that by proceeding according to this Agreement,

Sterwalt will be foregoing the right to retain title to the Property by razing the structure and paying the delinquent taxes and assessments relating to the Property.

- J. Sterwalt acknowledges and agrees that no further default is required as a prerequisite to the City's exercise of its discretion if it desires to assess the costs of razing the structure, and that the terms and conditions of this Agreement are applicable to the Property.

## AGREEMENT

NOW, WHEREFORE, for valuable consideration the receipt of which is acknowledged, Sterwalt and the City agree as follows:

1. **Delivery of Documents.** Sterwalt shall execute or cause to be executed, as necessary, and deliver to the City a Warranty Deed from Sterwalt, in the form attached as Exhibit A ("**Deed**") as of the date this agreement is signed.

2. **Release from Enforcement of Tax Liability and Special Assessments.** Upon, and only upon, the City's receipt of the Deed and a pro forma of the final owner's policy from Knight Barry Title Advantage LLC (including a gap indemnity through the date of the Deed) with regard to the Property, subject only to the Raze Order and liens securing taxes, assessment, water and sewer charges owed to the City, and any other liens or encumbrances which may be due to the City, then and only then the City will (a) release Sterwalt from liability for the debts owed to the City by Sterwalt. The debts owed to the City will still exist but will be nonrecourse except against the Property.

3. **No Merger of Title and Liens.** The City's interest in the Property after the City's acquisition of title to the Property shall not merge with the interests of the City (specifically, the City's liens on the Property). It is the express intention of each of the parties that such lien interests of the City in the Property shall not merge but be and remain at all times separate and distinct, notwithstanding the acquisition of title by the City. The liens on the Property shall be and remain at all times valid and continuous liens on the Property until and unless released by the City.

4. **Entire Agreement.** This Agreement, including the attached Exhibit, and the documents referred to in this Agreement or executed either concurrently with or pursuant to this Agreement, constitute the entire agreement for the deed in lieu of foreclosure transaction between the parties, and there are no other agreements, understandings, restrictions or warranties or representations among the parties on that subject.

5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

6. **Amendment or Waiver.** Neither this Agreement nor any of the provisions hereof may be changed, waived, discharged or terminated, except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

7. **Voluntary Action.** Sterwalt acknowledges that she has consulted with counsel of her choice. Sterwalt is entering into this Agreement knowingly and voluntarily. Sterwalt recognizes that she could require the City to pursue its legal remedies but has decided nonetheless to proceed with this Agreement.

8. **Counterparts.** This Agreement may be executed in any number of counterparts. Each counterpart, when executed and delivered, will be an original, but all counterparts, when taken together, shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on their behalf as of the date set forth above.

**CITY OF WATERTOWN, WISCONSIN**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**RENEE STERWALT**  
**f/k/a ZSA ZSA STERWALT**

By: \_\_\_\_\_  
Renee Sterwalt

**EXHIBIT A**  
**WARRANTY DEED**

(ATTACHED)

WARRANTY DEED

Document Number Document Name

This Deed, made between, RENEE STERWALT f/k/a Zsa Zsa Sterwalt, a widow not remarried ("Grantor"), and CITY OF WATERTOWN, WISCONSIN ("Grantee"),

WITNESSETH, That the said Grantor, for a valuable consideration conveys to Grantee the following described real estate, together with rents, profits, fixtures and other appurtenant interests, in Jefferson County, State of Wisconsin:

The South fifty-two and one-half feet of lot four, block thirty-eight of Cole, Bailey & Co. plat, the same being the original plat of the East side of the City of Watertown.

THIS SPACE RESERVED FOR RECORDING DATA

Name and Return Address

Steven T. Chesebro, City Attorney  
City of Watertown  
PO Box 477  
Watertown, WI 53094

28-291-0815-0424-088

Parcel Identification Number (PIN)

This is not homestead property.  
(is) (is not)

Grantor warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, general taxes, assessments and debts owed to the City of Watertown, Wisconsin.

Dated this day of August, 2023.

(SEAL)  
\*Renee Sterwalt f/k/a Zsa Zsa Sterwalt

(SEAL)  
\*

AUTHENTICATION

Signature of  
authenticated this day of

\*

TITLE: MEMBER STATE BAR OF WISCONSIN  
(If not, authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY:

Christopher J. Stroebel, Esq.  
STROEBEL LAW, LLC  
30 W. Mifflin Street, Suite 1001  
Madison WI 53703  
(608) 441-8100

ACKNOWLEDGMENT

STATE OF ALASKA, )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

Personally came before me this day, August , 2023, the above named Renee Sterwalt, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

\*  
Notary Public, State of Wisconsin  
My commission (is permanent) (expires: )

Intergovernmental Agreement for  
Addressing Safety Concerns at 100 Western Avenue, Watertown, WI, PIN  
291-0815-0424-088

**This Intergovernmental Agreement** for Addressing Safety Concerns at PIN 291-0815-0424-088 is made as of September \_\_\_\_, 2023, (the “Effective Date”) by and between the County of Jefferson, Wisconsin (hereafter “Jefferson”) and the City of Watertown, Wisconsin (hereafter “Watertown”), collectively, “Parties”, for the razing of a structure on PIN 291-0815-0424-088.

**WHEREAS**, a fire on December 8, 2022 damaged the structure located on PIN 291-0815-0424-088 with property address of 100 Western Ave., Watertown, WI (hereinafter the “Property”); and,

**WHEREAS**, due to the structural damage and risk of the structure collapsing Watertown has issued a Raze Order, but the property owner is financially unable to raze the structure and has offered to transfer ownership of the property to the City of Watertown subject to all outstanding assessments, tax obligations or debts due to Watertown and Jefferson County; and,

**WHEREAS**, the structure on the property sits within the designated vision triangle of an intersection at S. First St. and Western Ave. obstructing the view of people approaching the intersection; and,

**WHEREAS**, Parties desire to enter into this Agreement to set forth their respective obligations, understandings, roles and responsibilities with regards to addressing the safety concerns on the Property.

**NOW, THEREFORE**, in consideration for good and valuable consideration the sufficiency of which is hereby acknowledged the Parties hereto agree as follows:

**1. Authority.**

1.1. Statutory Authority. Wisconsin Statutes § 66.0313 provides that any Wisconsin Municipality or County agency may contract with a requesting Wisconsin Municipality or County for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law.

1.2. Authority to Execute. Each Party represents that it, and the person(s) signing on its behalf, possesses the legal authority, pursuant to appropriate statute,

ordinance, resolution, or other official action of the Party's governing body or code, to enter into this Agreement and to bind the Party validly and legally to all terms herein.

## **2. Term.**

2.1. Term. The Term of this Agreement shall commence on the effective date noted above and shall end upon the latter of the Property being razed and returned to a vacant lot or Watertown receiving funds due under the agreement from Jefferson.

## **3. Payments of Delinquent Taxes.**

3.1 Payment Outstanding Taxes. Watertown shall pay to the Jefferson County Treasurer the outstanding tax obligation associated with the Property no later than December 31, 2023 in the amount of \$2,596.86 within 30 days of ownership of the property transferring to Watertown as payment in full for all outstanding tax obligations associated with the Property as of the date of the payment. If payment is made prior to December 1, 2023, this amount is subject to adjustment by the Jefferson County Treasurer.

3.2 Payment of 2023 Tax Obligations. Watertown shall pay to the Jefferson County Treasurer the tax obligations associated with the property for the 2023 tax year in the amount billed for the property which is estimated to be \$381.41 on or before January 30, 2024. If the actual amount payable for the 2023 tax year is different than stated in this paragraph, payment will be adjusted accordingly.

## **4. Payments to Watertown.**

4.1. Payment upon Ownership. Jefferson shall pay to Watertown \$2,596.86, as adjusted, within 30 days of payment required under paragraph 3.1 above to assist with the costs of addressing safety issues at the Property.

4.2. Payment upon Razing. Jefferson shall pay to Watertown \$381.41, as adjusted, within 30 days of payment required under paragraph 3.2 above.

## **5. Watertown's Obligations for Parcel**

5.1. Take Ownership of Parcel: Watertown shall accept ownership of the parcel within 60 days of this agreement.

5.2. Razing Structure. Watertown shall arrange to have the structure razed and returned to a vacant lot within 90 days of taking ownership of the parcel.

5.3. Vision Triangle. Watertown will take steps to redesign and address any concerns with the intersection at S. First St. and Western Ave. in the City of Watertown.

## **8. Records.**

8.1. Parties to Comply. The Parties shall comply with all applicable local, state, and federal laws and requirements pertaining to razing a structure.

8.2. Wisconsin Public Records Law. Both Parties understand that the Parties are bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. Sec. 19.21 *et. seq.*

9. **Governing Law.** This Agreement, and all questions arising in connection herewith shall be governed by and construed in accordance with the internal laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in Jefferson County for matters arising under state law and in federal district court in the Western District of Wisconsin for matters arising under federal jurisdiction.

10. **Notices.** All notices required under this Agreement shall be provided to:

To City of Watertown:            Watertown Public Works Department  
   c/o Jaynellen Holloway  
   106 Jones Street  
   Watertown, WI 53094  
   [rkaminski@watertownwi.gov](mailto:rkaminski@watertownwi.gov)

With courtesy copy which shall not constitute notice to:

City Attorney Steven T. Chesebro  
106 Jones Street  
Watertown, WI 53094  
[schesebro@watertownwi.gov](mailto:schesebro@watertownwi.gov)

To County of Jefferson:        County Administrator Benjamin Wehmeier  
   311 S. Center Ave.  
   Jefferson, WI 53549  
   [benjaminw@jeffersoncountywi.gov](mailto:benjaminw@jeffersoncountywi.gov)

11. **Additional Provisions.**

11.1. Further Assurances. The Parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the terms of this Agreement.

11.2. No Waiver. Any failure of a Party to assert any right under this Agreement, including but not limited to acceptance of partial performance or continued performances after a breach, shall not constitute a waiver or a termination of that right, this Agreement, or any of this Agreement's provisions.



11.3. Subcontracting. Neither Party shall subcontract for any of the work contemplated under this Agreement without obtaining the prior written approval of the other Party.

11.4. No Third-Party Beneficiary. No provision in this Agreement is intended to create or shall create any rights with respect to the subject matter of this Agreement in any third party, including but not limited to members of the general public.

11.5. Headings. The captions and headings of paragraphs and sections in this Agreement are for convenience of reference only and shall not be construed as defining or limiting the terms and provisions in this Agreement.

11.6. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

11.7. Survival. The terms of this Agreement and any exhibits and attachments that by reasonable implications contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable.

11.8. Counterparts. This Agreement may be executed in multiple parts. Signatures to this Agreement transmitted by facsimile or by electronic mail shall be valid and effective to bind the Party so signing.

11.9. Nondiscrimination. It is Watertown's policy not to discriminate against any qualified employee or qualified applicant for employment because of an individual's sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, victimhood of domestic abuse or sexual assault, past or present membership in the military service, HIV status, domestic partnership, genetic identity, homelessness, familial status, or an individual's affiliation or perceived affiliation with any of these categories, pursuant to the City of Watertown Employee Handbook of Policies and Procedures. The Parties will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964. The Parties agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, *et seq.*

***SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)***

The Parties have executed this Agreement as on the dates set forth below.

**COUNTY OF JEFFERSON**

BY: \_\_\_\_\_  
Benjamin Wehmeier, Jefferson County Administrator

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023

Approved as to Form and Execution:

\_\_\_\_\_  
J. Blair Ward, Jefferson County Corporation Counsel

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023

**CITY OF WATERTOWN**

BY: \_\_\_\_\_  
Emily McFarland, Mayor

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Approved as to Form and Execution:

\_\_\_\_\_  
Steven T. Chesebro, City Attorney

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**RESOLUTION TO  
 AUTHORIZE THE CITY OF WATERTOWN TO APPLY TO THE  
 WISCONSIN DEPARTMENT OF NATURAL RESOURCES FOR THE 2024  
 RECYCLING GRANT**

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

**WHEREAS**, the City of Watertown is interested in obtaining a grant from Wisconsin Department of Natural Resources for the purpose of funding recycling efforts in the City of Watertown; and,

**WHEREAS**, the applicant attests to the validity and veracity of the statements and representations contained in the grant application; and,

**WHEREAS**, the applicant requests a grant agreement to carry out the project.

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

The City of Watertown will comply with all local, state, and federal rules, regulations and ordinance relating to this project;

**BE IT FURTHER RESOLVED**, the City of Watertown will fully and satisfactorily complete the project and hereby authorizes and empowers the Mayor, its official or employee, to act on its behalf to:

1. Sign and submit the grant application
2. Sign a grant agreement between applicant and the DNR
3. Submit interim and/or final reports to the DNR to satisfy the grant agreement
4. Submit grant reimbursement request to the DNR
5. Sign and submit other required documentation

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

ADOPTED October 3, 2023

CITY CLERK

APPROVED October 3, 2023

MAYOR