



## COMMON COUNCIL MEETING - AMENDED AGENDA

TUESDAY, OCTOBER 18, 2022 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, streamed live on WatertownTV.com (via YouTube), and aired live on Charter Channel 984. Watertown TV's YouTube page: <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 October 4, 2022

### 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.](#) Park, Recreation, and Forestry minutes from August 1, 2022

[B.](#) Senior Center Advisory Board minutes from August 17, 2022

[C.](#) Tourism Meeting minutes from September 8, 2022

[D.](#) Plan Commission minutes from September 26, 2022

[E.](#) Finance Committee minutes from September 26, 2022

[F.](#) Finance Committee minutes from October 4, 2022

[G.](#) Site Plan Review Minutes from October 10, 2022

### 7. COMMUNICATION & RECOMMENDATIONS

[A.](#) October Employee Recognition

[B.](#) Watertown Fire Department Monthly Report for September

[C.](#) Town Square Update

### 8. NEW BUSINESS

[A.](#) 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. (Ablelight, Inc. f/k/a Bethesda Lutheran Communities, Inc.)

[B.](#) Reconvene into open session

[C.](#) Review and take action: Resolution to authorize the execution of a Settlement Agreement and Release in AbleLight, Inc. vs City of Watertown

- D. Convene into closed session per § 19.85(e) for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session (Development Update)
- E. Reconvene into open session
- F. Review and take action: Resolution to approve Development Agreement between City of Watertown, Wisconsin and Hearing Protection, LLC d/b/a Griffin Armament

## **9. ACCOUNTS PAYABLE**

- A. Accounts Payable

## **10. MISCELLANEOUS BUSINESS**

- A. Cash and Investments - September 30, 2022
- B. Payroll Summary - September 07, 2022 to September 20, 2022 and September 21, 2022 to October 4, 2022
- C. Credit Card purchases over \$10K - September

## **11. LICENSES**

- A. Memo to Council
- B. Application for Temporary Class B License by Big Brother Big Sisters of South Central Wisconsin for CMN Movie Night located at 308 E. Main Street on Dec 6, 2022 from 5:00 p.m. - 10:00 p.m.

## **12. ORDINANCES**

- A. Ord. 22-70 - Adopt the Planned Unit Development - General Development Plan (GDP) Under Section 550-152 for 820 E. Main Street (PIN: 291-0815-0411-174) (Sponsor: Mayor McFarland Committee: Plan Commission, 1st Reading)
- B. Ord. 22-71 - Amend Chapter 550: Zoning Code, through the addition of language to Section 550-131.1A(8), Electronic Message Center Setbacks (Sponsor: Mayor McFarland, Committee: Plan Commission, 1st reading)
- C. Ord. 22-72 - Amend Chapter 550, Official Zoning Map of the City of Watertown (Sponsor: Mayor McFarland, Committee: Plan Commission, 1st reading)

## **13. RESOLUTIONS**

- A. Exh. 9431- Modify ARPA Fund (24) to be Called Non-Recurring Grants and Revenues (Sponsor: Mayor McFarland From: Finance Committee)
- B. Exh. 9432 - Resolution to apply for 2023 Recycling Grant (Sponsor: Mayor McFarland From: Finance Committee)
- C. Exh. 9433 - Resolution to adjust 2022 payroll resolution to add Public Works Project Manager at grade M (Sponsor: Mayor McFarland From: Finance Committee)
- D. Exh. 9434 - Resolution to adjust 2022 payroll resolution to set Stormwater Project Manager at grade M (Sponsor: Mayor McFarland From: Finance Committee)
- E. Exh. 9435 - Resolution to adjust 2022 payroll resolution to set Zoning Administrator at grade N (Sponsor: Mayor McFarland From: Finance Committee)
- F. Exh. 9436 - Resolution to adjust 2022 payroll resolution to set Assistant City Engineer at grade Q (Sponsor: Mayor McFarland From: Finance Committee)
- G. Exh. 9437 - Resolution to enter into one-year contract with Passenger Transit, Inc, for shared-ride taxi service (Sponsor: Mayor McFarland From: Finance Committee)
- H. Exh. 9438 – Resolution to enter into a one-year lease with Passenger Transit Inc. for shared-ride taxi service vehicles (Sponsor: Mayor McFarland From: Finance Committee)

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

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

## **15. ADJOURNMENT**

*Persons requiring other reasonable accommodations of the above meeting may contact the office of the City Clerk by email [mdunneisen@cityofwatertown.org](mailto:mdunneisen@cityofwatertown.org), 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  
October 4, 2022**

*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 October 4, 2022. 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, Ruetten, Bartz, Licht, Smith, Schmid, Wetzel and Romlein. City staff present were Deputy Fire Chief Rauterberg, Police Chief Robert Kaminski, Finance Director Mark Stevens, Fire Chief Travis Teesh, Streets Director 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 20, 2022. There being none, minutes were accepted as presented.

**COMMENTS & SUGGESTIONS FROM CITIZENS PRESENT**

No comments were received.

**PUBLIC HEARING**

Mayor McFarland opened the public hearing for 2002 Airport Road - applicant Jacob Rosbeck and property owner Thomas Funk are proposing to rezone the western portion of 2002 Airport Road from "Multi" Zoning District to General Business (GB) Zoning District pursuant to Section § 550-141B(2) to develop the western portion of 2002 Airport Road into a Personal Storage Facility land use at 7:03 p.m. There being no public comment Mayor McFarland closed the public hearing at 7:03 p.m.

Mayor McFarland opened the public hearing for 820 E. Main Street - applicant Eric S. Grunewald and property owners Jason C. Martinko & Sunisa Y. Melton are requesting a Planned Unit Development – General Development Plan (GDP) to for a Vehicle Repair & Maintenance use on the premises at 7:04 .pm. Jaci Loeffler of 109 N Ninth Street, Chet Szafranski of 201 S. church Street, and Kyle Schaefer of 911 Sand Street, spoke in favor of the purposed planned unit development. Mayor McFarland closed the public hearing at 7:07 p.m.

Mayor McFarland opened the public hearing to amend Chapter 550, Zoning Code through the removal and addition of language to Section § 550-56C – Accessory Land Use, Detached Residential Garage, Carport, Utility Shed, Play Structure, or Lawn Ornament to remove the requirement of a conditional use permit for residential accessory structures exceeding 1,000 square feet or for having greater than 2 accessory structures. Accessory structures would still have to comply with maximum accessory building coverage of the Zoning District at 7:08 p.m. Jacob Mass of 416 N. Washington Street (former zoning administrator) spoke on the background for storage space in Watertown and that the city would prefer residents store items interior vs exterior. Plan Commission has limited ability to deny any interior storage requests due to statute requirements. McFarland closed the public hearing at 7:09 p.m.

Mayor McFarland open the public hearing to amend Chapter 550, Zoning Code, through the addition of language to Section § 550-131.1A(8) – Electronic Message Center Setbacks to allow the establishment of Electronic Message Centers within the 75 residential setback IF it is replacing a compliant backlit or internally illuminated sign. The new Electronic Message Center cannot be greater than 110% of the square footage of the original backlit or internally illuminated sign at 7:11 p.m. Jacob Mass of 416 N. Washington Street (former zoning administrator) spoke on the requirements for backlit signs and that they are in the upward trend. Larry Gaugert of 1201

Richards Ave., spoke in favor of the proposed amendment. Mayor McFarland closed the hearing at 7:13 p.m.

## **REPORTS**

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

The following reports were received and filed: Public Safety & Welfare Committee meeting minutes from September 7, 2022, Site Plan Review Minutes from September 12, 2022, Plan Commission Minutes from September 12, 2022, Site Plan Review Minutes from September 26, 2022, Public Works Commission minutes from September 27, 2022.

## **COMMUNICATIONS & RECOMMENDATIONS**

Mayor McFarland gave an update on the Town Square, 2022 WEDC Watertown Downtown Parking Study, and Fire Prevention Week and Light the Night 2022.

## **NEW BUSINESS**

Appointment of Election Inspectors and Special Voting Deputies. Ald. Romlein moved to approve the appointment of listed election inspectors and special voting deputies, seconded by Ald. Licht and carried by unanimous voice vote.

Councilmembers had discussion with majority in favor of bringing back invocations.

## **ACCOUNTS PAYABLE**

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

Certified accounts were presented. Ald. Romlein moved to pay all certified accounts, seconded by Ald. Schmid and carried by roll call vote: Yes-8; No-0; Abstain-1 (Ruetten).

## **MISCELLANEOUS BUSINESS**

Payroll Summary – August 24, 2022 to September, 06, 2022 and Credit Card Purchases over \$10,000 - August 2022

## **ORDINANCES**

Ord. #22-68 - Ordinance to amend Section 500-9 A. Parking Prohibited in Specified Places - Dayton Street from Clement Street to W. Main Street (*Sponsor: Chairperson Fred Smith From: Public Safety & Welfare Committee, 2nd reading*) Ald. Smith moved for adoption of ordinance 22-68 on its 2nd reading, seconded by Ald. Schmid and carried by roll call vote: Yes-9; No-0; Abstain-0.

Ord. 22-69 - Ordinance to repeal a portion of Section 500-8(A), Heavy Traffic Routes - S. Water Street from W. Main Street to W. Milwaukee Street (*Sponsor: Chairperson Fred Smith From: Public Safety & Welfare Committee.*) Ald. Smith moved for adoption of ordinance 22-69 on its 2nd reading, seconded by Ald. Schmid and carried by a 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. 9428 - Resolution to approve budget amendment to cover SEH telecom review fees of \$10,000 for TDS Fiber Project (*Sponsor: Mayor McFarland From: Finance Committee*). Ald. Romlein moved to approve resolution 9428, seconded by Ald. Licht and carried by a roll call vote: Yes-9; No-0; Abstain-0.

Exh. 9429 - Resolution to authorize a Joint Powers Agreement County 911 Emergency System with Dodge County. (*Sponsor Mayor McFarland*). Ald. Romlein moved to approve resolution 9429, seconded by Ald. Bartz and carried by unanimous voice vote.

Exh. 9430 - Resolution to award HVAC service and support to Johnson Controls Inc. for \$ (Sponsor: Ald. Wetzel From: Public Works Commission). Ald. Wetzel moved to approve resolution 9430, seconded by Ald. Bartz and carried by a roll call vote: Yes-9; No-0; Abstain-0.

Section 4, Item A.

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

No comments were received.

### **ADJOURNMENT**

There being no further business to come before the Council at this time, Ald. Schmid moved to adjourn, seconded by Ald. Davis, and carried by unanimous voice vote at 7:28 p.m.

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 the Finance Department. Video recording available at Watertown TV's YouTube page: <https://www.youtube.com/c/WatertownTV>*

**MINUTES**

Monday, August 1, 2022

**1. Call to order**

The Watertown Parks, Recreation & Forestry Commission met virtually and in person on August 1, 2022. The meeting was called to order by Brian Konz. Members present were: Brian Konz, Jennifer Clayton, Brad Clark, Julie Chapman, Ald. William Licht, and Kyle Krueger. Not present was: Emily Lessner. Also present were: Laurie Hoffman, Jeff Doyle, Kyle Fowler, and Andrea Draeger.

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

Brian Konz motioned to approve the July 11, 2022 Parks, Recreation & Forestry Commission meeting minutes as written. Brad Clark seconded. Motion carried.

**3. Review and Approval of the April and May Financial Reports**

Brian Konz motioned to table the approval of the April and May financial reports as they were not completed by the meeting start. Ald. William Licht seconded. Motion carried.

**4. Citizens to be heard**

Laurie Hoffman was present to voice their support for the small dog park plan.

**5. Discussion and possible approval of Park, Recreation, and Forestry meeting date change**

Discussion occurred regarding changed the date of the Park, Recreation, and Forestry Commission meetings from the first Monday of each month to the third Monday of each month due to employee workload. Ald. William Licht motioned to approve the change. Emily Lessner seconded. Motion carried.

**6. Director's Report:**

**a. Parks status and project updates**

The bench for Augie Tietz has been completed as well as a memorial bench at Riverside Park, which was approved by this commission in July. The Tree Planting Program continues to be live and citizens can participate until October 1. The parks crew is already beginning to prepare for Riverfest. The Riverside Restroom project plans are still being reviewing and will soon go out for bid.

**b. Update on Programming:**

**i. Recreation**

Intern Kyle Fowler spoke on mens' softball, which is ending for the summer. Youth kickball begins tomorrow through August. Youth volleyball is ending. Fall soccer will be beginning soon and this year we will have a coaches clinic to help train parents. Flag football will also be beginning soon. Kart Park has several events coming up including a balloon-themed family night, and will conclude for the season on August 18. Day Camp has experienced some staffing issues and we have had to reduce registration numbers.

**ii. Senior & Enrichment Programming**

Discount attraction tickets are being sold through August. Tree climbing will have another session in August. New sessions of pound, Zumba, kickboxing, and yoga will continue. Dance and ballet will be beginning again for the season in September.

National Senior Citizens day is in August and will be planning an event. All previous activities are continuing.

**iii. Aquatics Update**

Swimming lessons have completely filled this summer with the hope to offer more sessions with newly trained instructors.

**c. Review issues and concerns of commissioners**

There were none.

**7. Adjournment – Next meeting date: September 19, 2022**

Kyle Krueger motioned to adjourn the meeting. Brian Konz seconded. Motion carried.

**Watertown Senior Center  
Advisory Board Minutes  
August 17, 2022**

**1. Call to Order**

The Senior Center Advisory Board met in person on August 17, 2022, at 9:00 am. The meeting was called to order by board President Phyllis Krahn and seconded by Teddi Flahive. Present: Phyllis Krahn, Teddi Flahive, Becky Shult, Beth Beckett, and Kim Henze. Also present: Kristine Butteris, Justin Munzel, Andrea Draeger and Megan Schwefel. Not present: Lori Fort-Hoerig.

**2. Review and Approve the June Minutes**

Beth Beckett motioned to approve the minutes. Becky Schult seconded. Motion carried.

**3. Review and Approval of the May Financial Report**

Becky Schult motioned to approve the minutes. Beth Beckett seconded. Motion carried.

**4. Citizens to be Heard**

There were none.

**5. Business**

- a. Discuss and take possible action on altered meeting dates  
Andrea Draeger asked the board if the meeting date could be switched to the third Tuesday of the month instead of the third Wednesday of the month. Phyllis Krahn motion to move the meeting date to the third Tuesday of the month and Beth Beckett seconded. Motion carried.
- b. Discuss and take possible action on revisions to the Senior Center by-laws  
According to the by-laws, they are supposed to be reviewed and evaluated every three years by the Advisory Board. Last time they were reviewed and approved was in 2015. Andrea Draeger will have the city attorney, Steven Chesbro, for review. Beth Beckett motioned to have the city attorney review the by-laws and Teddi Flahive seconded. Motion carried.
- c. Discuss and take possible action on revisions of the Senior Center policies  
Updates needed: 1) Under Building Access & Use in part 1 remove anything to do with a key. The front door is automated and will be set according to programs/rentals in the building. 2) Same area in part 2 remove unlock and reword the statement that the group needs to be in their assigned area. 3) Same area in part 8 eliminate sentence. 4) Under Senior & Community Center Rules part 3 with smoking, remove the word center and replace with building (people can still smoke outside). 5) Under senior & community center rules need to add a 12 part that includes bullying statement. Andrea Draeger will have the city attorney review the rules to make sure they comply. Beth Beckett motioned to approve the policies with the updates and Phyllis Krahn seconded. Motion carried.

## **6. Chairperson's Committee Reports**

- a. Update Fundraising Committee on Current Efforts  
The book sale raised \$329.63. First time running this type of sale. Rummage Sale will be coming up on September 8-10. Asking for donations for the sale for both product and the selling of product.
- b. Update Membership Committee on Current Memberships and Renewals  
The center had 25 new members between the months of June & July. At least one of the new members has been playing pool. Wondering how we could get more exposure with the community. Maybe include in a welcome packet that people get when they move to the city. Newsletter is circulated in the area and available at different locations in Watertown and Johnson Creek and is mailed to the Beaver Dam Senior Center and all the advertisers in the newsletter, too.
- c. Update Community Services Committee on Projects/Efforts  
The center is currently accepting donations for school supplies. Need to find out where in the school district these supplies need to go. Beth Beckett volunteered to find out where to take them.
- d. Update Program Committee on Program Attendance and New Programs  
Wizard and Bunco have been a few of the new programs that have started. Both have been averaging 8-10 people. Hoping they grow as people become more aware of them. Phyllis Krahn started a Beginning Euchre group that meets on Tuesday mornings.

## **7. Directors Report**

- a. Update on By-Laws  
Andrea Draeger reiterated that she will contact the city attorney to see if the by-laws are good or what needs to be updated. Will report back to the board at the next meeting.
- b. Update on Upcoming Events  
National Senior Citizens Day is on August 22. We will hold a pizza party at 12:15pm – Pizza Ranch has agreed to sponsor the pizza party. Cake at 12:45 pm. A Little Bit of Heaven for entertainment on 1:00 pm.
- c. Update on Current Building Improvements  
Andrea Draeger put in the budget to improve the Terrace Wall.

## **8. Adjournment – October 18 at 9:00 am**

Beth Beckett motioned to adjourn and Phyllis Krahn seconded. Motion carried.

The following Tourism Commission members were present via Zoom Meeting or in person at Watertown City Hall.

Conrad Talaga, Cheryl Mitchell, Aaron David, Peter Wright, and Steven Board

Also present; Robin Kaufmann Tourism Manager, Chamber of Commerce Executive Director Bonnie Hertel, Jonathan Lampe Watertown Council member, Kristine Butteris from the Park and Rec.

1. The meeting was called to order by Aaron David at 8:00 am.
2. Introduction of Park & Rec Director, Kristine Butteris. Welcome to the new head of the Park & Rec. Kristine Butteris is from Waterloo and was formerly with the Outagamie Parks Department and Recreation Director with Fond du lac Schools.
3. Review & Approve August Minutes. Steven Board made a motion to approve the minutes and Peter Wright seconded the motion. The Commission voted to approve the minutes.
4. Old Business:
  - a. Financial Report: Robin Kaufmann reported Month to Date information as of 8/31/22

Motion to approve the financials was made by Peter Wright and seconded by Conrad Talaga. The Commission voted to approve the financials.

- b. Marketing Plan – review and take possible action on marketing plan
  1. 2022 Visitor Guides – Guides continue to go out to the public at a pace faster than ever before.
  2. Ad Opportunities: None as of now.
- b. Updates/Discussion on mural restoration; The design for the Draeger building mural was accepted and work has begun.
- d. Hotel Stay updates: Nationwide July occupancy was 69%. August occupancy was 67-69%. Weekday corporate business continues to remain 20% down from 2019 occupancy. Locally corporate business is down approximately the same as nationwide. Weekend business continues to be close to full occupancy. Events include Sheep and Wool event and the Semi-annual Car show at Jefferson Fairgrounds. Senior bowling, sporting events at Luther Prep and Maranatha are bringing in outside guests. The first two weekends of October should be at full occupancy and weekday business will continue to be down from 2019. The Walmart renovation, Jefferson solar project and medical staffing agencies are bringing both long and short-term business to the area.

5. New Business
  - a. Discuss and take possible action on 2023 City budget request- The long-term goal is to have a self-sustainable budget. Room tax revenues continue to be less than 2019 revenue due to the slower recovery of corporate business and events and the demand for exempt long-term stays in the market.

Motion to request \$25,000 from the 2023 City Budget was made by Steven Board and seconded by Conrad Talaga. The Commission voted to pass the motion. The request for funds will include information regarding what initiatives cannot be completed without the additional funds. Further discussion on the matter will take place before the request is sent to the city.

- b. Discuss and take possible action on the tourism website – Seeking two bids on the revamping of the website.
  - \*Jennifer Creative – did the Jefferson County Tourism site (enjoyjeffersoncounty.com)
  - \*OCreative vendor that created the Chamber website to do a combined website.
- c. Review Manager’s report of previous month’s tasks: Attached

- d. Commission members report on upcoming events:  
Ice Cream Social is 9/18  
Navy Band at Riverside Park 9/18  
Sheep and Wood and Car show at Jefferson Fair Park

Adjournment – Motion to adjourn the meeting made at 9:08 am by Steven Board and seconded by Conrad Talaga.

Agenda items:

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

The next meeting will be at 8:00 am October 13, 2022, 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 – August

#### Social Media Report

**Facebook: 58 new page likes (5660 likes/6322 followers) (Post reach 159,055)**

**Visitwatertownwi.com: 394 Views by 359 visitors**

**Instagram: 6 new followers (998 followers)**

- Regularly posted to social media (Watertown, Dodge County, Jefferson County)
- Wrote blog articles for JCATC
- Attended JCATC Exec Committee Meeting and Board Meeting
- Represented Tourism at Wake-up Watertown
- Continued guide distribution
- Attended Travel Wisconsin Fall campaign webinar
- Chamber marketing committee meeting
- Attended Tourism related Chamber ribbon cutting: Elias Inn Supper Club
- Visited businesses/events to take photos for future promos:
  - Riverfest
  - Music at the Museum
  - The Quilter's Block LLC
  - A to Z Vendors Market

**PLAN COMMISSION MINUTES**

**September 26, 2022**

**4:30 p.m.**

Section 6, Item D.

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

**The following members were present:** Mayor Emily McFarland (Chair), Jaynellen Holloway (Director of Public Works/City Engineer), Jacob Maas (Zoning Administrator), Nick Krueger, Brian Konz, James Romlein (Recording Secretary), and Ms. Alyse Talaga

**Others Present:** Tammy Chwala, Duane Duddeck, Kevin Schmidt, Terry, Shelley Kassube, Tim Kassube, Emily Aschenbrener, Paul Aschenbrener, Zachary Schmidt

**1. CALL TO ORDER**

**Mayor Emily McFarland called the meeting to order.**

**2. APPROVAL OF MINUTES**

A. Review and take action: Site Plan Review minutes dated September 12, 2022

**Mayor McFarland called for a motion**

**Motion by Konz to approve, Second by Holloway**

**Unanimous by voice vote**

B. Review and take action: Plan Commission minutes dated September 12, 2022

**Mayor McFarland called for a motion**

**Motion by Krueger to approve, Second by Konz**

**Unanimous by voice vote**

**3. BUSINESS**

**A. Conduct public hearing: 300 Air Park Drive - Conditional Use Permit (CUP) request for Group Development under Section 550-68A (3)**

The following information has been identified by the City of Watertown Zoning & Floodplain Administrator Jacob Maas as pertinent to this action:

Wilkey Blades II, LLC (Richard Wilkey, registered agent & owner) is proposing to develop a 1,792 square feet lean-to structure for scrap metal storage at 300 Air Park Drive. 300 Air Park Drive is zoned Heavy Industrial (HI).

**Relevant Information:**

a. This development falls under Group Development per Section § 550-68A(1):

*(1) Two or more structures containing principal land uses on the same lot.*

b. Per Section § 550-69B:

*A. Permitted by right: not applicable.*

*B. Conditional use regulations. Any land use that is permitted as a permitted by right land use or as a conditional land use within the applicable zoning district(s) is permitted to locate within a group development. The detailed land use regulations of this section that pertain to individual land uses shall also apply to individual land uses within a group development, as will all other applicable provisions of this chapter. Therefore, land uses permitted by right in the zoning district shall be permitted by right within an approved group development (unless otherwise restricted by the conditions of approval imposed during the conditional use approval for the group development as a whole), and land uses permitted as a conditional use in the zoning district shall be permitted within the group development only with conditional use approval for the specific use. In all cases, the following conditional use conditions shall be applied to the group development as a whole and to individual uses within the group development:*

*(1) All required off-street parking spaces and access drives shall be located entirely within the boundaries of the group development. **Meets Standard***

- (2) The development shall contain a sufficient number of waste bins to accommodate all trash and waste generated by the land uses in a convenient manner. **Meets Standard**
- (3) No group development shall take access to a local residential street. **Meets Standard**
- (4) All development located within a group development shall be located so as to comply with the intent of this chapter regarding setbacks of structures and buildings from lot lines. As such, individual principal and accessory structures and buildings located within group developments shall be situated within building envelopes that serve to demonstrate complete compliance with said intent. Said building envelopes shall be depicted on the site plan required for review of group developments. The use of this approach to designing group developments will also ensure the facilitation of subdividing group developments in the future (if such action is so desired). **Meets Standard**
- (5) The following standards shall apply to all group developments:
- (a) Building exterior materials shall be of high quality on all sides of the structure, including glass, brick, decorative concrete block or stucco. Decorative architectural metal with concealed fasteners may be approved with special permission from the City. **Needs to be waived**
  - (b) Building exterior design shall be unified in design and materials throughout the structure and shall be complementary to other structures in the vicinity. However, the development shall employ varying building setbacks, height, roof, treatments, door and window openings, and other structural and decorative elements to reduce the apparent size and scale of the structure. A minimum of 20% of the combined facades of the structure shall employ actual facade protrusions or recesses. A minimum of 20% of the combined linear roof eave or parapet lines of the structure shall employ differences in height of eight feet or more. Roofs with particular slopes may be required by the City to complement existing buildings or otherwise establish a particular aesthetic objective. **Meets Standard**
  - (c) Mechanical equipment, refuse containers and any permitted outdoor storage shall be fully concealed from on-site and off-site ground-level views with materials identical to those used on the building exterior. **Meets Standard**
  - (d) Standard corporate trademark building designs, materials, architectural elements and colors all shall be acceptable, as determined by the City, only as subtly integrated into the more generic design of the building as a whole. Color schemes of all architectural elements shall be muted, neutral, nonreflective and nonuse- or nontenant-specific. **Meets Standard**
  - (e) Public entryways shall be prominently indicated from the building's exterior design and shall be emphasized by on-site traffic flow patterns. All sides of the building that directly face or abut a public street shall have public entrances. **Meets Standard**
  - (f) Loading areas shall be completely screened from surrounding roads and residential, office and commercial properties. Said screening may be through internal loading areas, screening wall that will match the building exterior in materials and design, fully opaque landscaping at time of planting, or combinations of the above. Gates and fencing may be used for security purposes but not for screening and shall be of high aesthetic quality. **Meets Standard**
  - (g) Vehicle access from public streets shall be designed to accommodate peak traffic volumes without disrupting traffic on public streets from inadequate throat length, access drive width or design or inadequate driveway location. The impact of traffic generated by the proposed development shall be demonstrated by a traffic impact analysis performed by the applicant's traffic engineer so as to not adversely impact off-site public roads, intersections and interchanges during the traffic peak associated with a full parking lot. Where the project shall adversely impact off-site traffic, the City may deny the application, may require a size reduction in the proposed development, or may require off-site improvements. **Meets Standard**

- (h) *Parking lot design shall employ interior landscaped islands with a minimum of 400 square feet at all parking islands, and in addition shall provide a minimum of one landscaped island of a minimum of 400 square feet in each parking aisle for every 20 cars in that aisle. Aisle-end islands shall count toward meeting this requirement. Landscaped medians shall be used to break large parking areas into distinct pods, with a maximum of 100 spaces in any one pod. N/A*
- (i) *A minimum of one cart-return area of 200 square feet shall be provided for every parking area pod. There shall be no exterior cart-return or cart-storage areas located within 25 feet of the building in areas located between the building and a public street. N/A*
- (j) *The applicant shall demonstrate full compliance with City standards for stormwater, utilities, erosion control and public safety. Meets Standard*
- (k) *On-site landscaping shall be provided per the landscaping requirements of this chapter, except that building foundation landscaping and paved area landscaping shall be provided at 1.5 times the required landscape points for development in the zoning district. Needs to be waived*
- (l) *A conceptual plan for exterior signage shall be provided at time of detailed site plan or GDP that provides for coordinated and complementary exterior sign location, configurations and colors throughout the planned development. All freestanding signage within the development shall complement the on-building signage. Freestanding sign materials and design shall complement the building exterior and may not exceed the maximum height requirement of this chapter and the Building Code. N/A*
- (m) *The entire development shall provide for full and safe pedestrian and bicycle access within the development and shall provide appropriate connections to the existing and planned pedestrian and bicycle facilities in the community and in surrounding neighborhoods, including sidewalk connections to all building entrances from all public streets. The development shall provide secure bicycle parking and pedestrian furniture in appropriate quantities and location. A central pedestrian gathering area shall be provided. Needs to be waived.*
- (n) *Where such developments are proposed to provide a new location for a business already located within the community, a required condition of approval for the new development shall be a prohibition on conditions of sale, lease or use of the previously occupied building or site which provide limits beyond the range of applicable local, state or federal regulations. If such limits are required, the applicant may seek City approval to demolish the previously occupied structure and prepare the site for some future development. N/A*
- (o) *The applicant shall provide adequate evidence that the proposed development and uses cannot be adequately sited within or on existing developed properties or buildings within the community. Meets Standard*
- (p) *The Plan Commission may waive any of the above standards by a three-fourths' vote of members in attendance, but only if supplemental design elements or improvements are incorporated into the project that compensate for the waiver of the particular standard.*

#### **Decision:**

Under 2017 Wisconsin Act 67:

62.23 (7) (de) Conditional use permits.

1. In this paragraph:

- a. "Conditional use" means a use allowed under a conditional use permit, special exception, or other special zoning permission issued by a city, but does not include a variance.

b. "Substantial evidence" means facts and information, other than merely personal speculation, directly pertaining to the requirements and conditions an applicant must meet to obtain a conditional use permit and that reasonable persons would accept in support of a conclusion.

i. a. If an applicant for a conditional use permit meets or agrees to meet all of the requirements and conditions specified in the city ordinance or those imposed by the city zoning board, the city shall grant the conditional use permit. Any condition imposed must be related to the purpose of the ordinance and be based on substantial evidence.

b. The requirements and conditions described under subd. 2. a. must be reasonable and, to the extent practicable, measurable and may include conditions such as the permit's duration, transfer, or renewal. The applicant must demonstrate that the application and all requirements and conditions established by the city relating to the conditional use are or shall be satisfied, both of which must be supported by substantial evidence. The city's decision to approve or deny the permit must be supported by substantial evidence.

i. Upon receipt of a conditional use permit application, and following publication in the city of a class 2 notice under ch. 985, the city shall hold a public hearing on the application.

4. Once granted, a conditional use permit shall remain in effect as long as the conditions upon which the permit was issued are followed, but the city may impose conditions such as the permit's duration, transfer, or renewal, in addition to any other conditions specified in the zoning ordinance or by the city zoning board.

5. If a city denies a person's conditional use permit application, the person may appeal the decision to the

Criteria	Applicant Provided Substantial Evidence		Opponent Provided Substantial Evidence		PC Finds Standards Met	
	Yes	No	Yes	No	Yes	No
Review § 550-69B						

circuit court under the procedures contained in par. (e) 10

If Plan Commission answers "no" to the last of the questions, above, the CU permit must be denied. Otherwise, proceed to the condition of approval

#### Recommendation:

**Approve the Conditional Use Permit with conditions identified by the Plan Commission.**

a. **Waive Sections § 550-69B(5)(a), 550-69B(5)(k), 550-69B(5)(m)**

Mayor McFarland called for discussion, hearing none opened the associated action item

**B. Review and take action: 300 Air Park Drive - Conditional Use Permit (CUP) request for Group Development under Section 550-68A (3)**

Mayor McFarland called for discussion, hearing none requested a motion to approve as recommended.

**Motion to approve as recommended by Romlein, Second by Holloway  
Unanimous by voice vote.**

**C. Conduct public hearing: 537 Milford Street - Conditional Use Permit (CUP) request for an accessory structure exceeding 1,000 square feet under Section 550-ICI(10)(b)[1]**

The following information has been identified by the City of Watertown Zoning & Floodplain Administration as pertinent to this action:

Timothy J. & Shelley M. Kassube (property owners) are looking to develop an accessory structure that exceeds 1,000 square feet. 537 Milford Street is zoned Multi-Family Residential (MR-8). The property has a principal land use of Single-Family Residential.

**Relevant Information:**

- i. Under Section § 550-56C(1)(b):
  - (b) *A conditional use permit is required for:*
    - [1] *A combination of accessory structures exceeding a total of 1,000 square feet; or*
    - [2] *More than two accessory structures.*
- ii. Maximum accessory building coverage under Section § 550-26F(1)(e):
  - (e) *Maximum accessory building coverage: 10%.*
- iii. 537 Milford Street is 24,394 square feet.
  - 1. Accessory building coverage cannot exceed 2,439 square feet.
- iv. Proposed access for the proposed structure would violate Section § 410-23B(1)(a):
  - (a) *To trespass intentionally on the land or buildings of another and intentionally and without regard for the rights of the owner or lawful occupant to use or occupy such premises without authority to do so from the owner or lawful occupant thereof.*
- v. 537 Milford Street would be allowed a second access point as it meets the requirement of Section § 550-105C(2):
  - (2) *In no instance shall any lot be permitted more than one access point on any one street if its frontage on said street is less than 100 linear feet (as measured along the right-of-way line).*
- vi. Access Drives shall be paved under Section § 550-105M:
  - M. *Paving of access. All access approach areas located within a street right-of-way shall be paved to the satisfaction of the Director of Public Works with a hard, all-weather surface and shall be maintained so as to prevent the transport of gravel, dirt or other eroded material from the subject property into the right-of-way.*
- vii. Driveway shall be paved under Section § 550-107F(1):
  - (1) *Surfacing and marking. All off-street parking and traffic circulation areas (including all residential driveways, except those within the RH District) shall be paved with a hard, all-weather surface to the satisfaction of the Director of Public Works. Said surfaces intended for six or more parking stalls shall be marked in a manner which clearly indicates required parking spaces.*

**Recommendation:**

- i. **Approve the Conditional Use Permit with conditions identified by the Plan Commission.**
  - 1. **Total accessory building coverage cannot exceed 1,000 square feet**
  - 2. **No access onto neighboring private property**
  - 3. **Access drive shall be paved**
  - 4. **Driveway shall be paved**

Mayor McFarland called for discussion, hearing none opened the associated action item

**D. Review and take action: 537 Milford Street - Conditional Use Permit (CUP) request for an accessory structure exceeding 1,000 square feet under Section 550-ICI(10(b))[1]**

Mayor McFarland called for discussion, hearing none requested a motion to approve as recommended.

Section 6, Item D.

**Motion to approve as recommended by Konz, Second by Talaga  
Unanimous by voice vote.**

**E. Conduct a public hearing: 537 Milford Street - Conditional Use Permit (CUP) request for an accessory structure exceeding the maximum height of an accessory structure under Section 550-26F(2)(I) & 550-83C**

The following information has been identified by the City of Watertown Zoning & Floodplain Administrator Jacob Maas as pertinent to this action:

Timothy J. & Shelley M. Kassube (property owners) are looking to develop an accessory structure that exceeds 18 feet in height. 537 Milford Street is zoned Multi-Family Residential (MR-8). The property has a principal land use of Single-Family Residential.

**Relevant Information:**

- a. Under Section § 550-26F(2)(i):
  - (i) *Maximum height of accessory structure: 18 feet.*
- b. Maximum height exceptions are allowed under Section § 550-83C:
  - C. *Any building or structure not otherwise accounted for by Subsection B above may exceed said maximum height regulations with the granting of a conditional use permit which specifically states the maximum permitted height of the proposed building or structure.*
- c. As a reminder building height for accessory structures are defined under Section § 550-15:

***BUILDING HEIGHT***

*The vertical distance from the lowest elevation of the adjoining ground level or the established grade, whichever is lower, to the top of the cornice of a flat roof, to the deckline of a mansard roof, to a point of the roof directly above the highest wall of a shed roof, to the uppermost point on a round or other arch-type roof, or to the midpoint distance of the highest gable on a pitched or hip roof. Unless excepted by specific provisions in this chapter, building height includes the height of any structures attached to a building.*

**Recommendation:**

- a. Approve the Conditional Use Permit with conditions identified by the Plan Commission.
  - i. Applicant must specifically state the maximum height of the proposed accessory structure.

Mayor McFarland called for discussion, hearing none opened the associated action item

**F. Review and take action: 537 Milford Street - Conditional Use Permit (CUP) request for an accessory structure exceeding the maximum height of an accessory structure under Section 550-26F(2)(I) & 550**

Mayor McFarland called for discussion, hearing none requested a motion to approve as recommended.

**Motion to approve as recommended by Kona, Second by Holloway  
Unanimous by voice vote.**

**G. Conduct public hearing: 311 College Avenue - Conditional Use Permit (CUP) request for an access driveway that exceeds 25 feet at the right-of-way line and an apron flair that exceeds 30 feet under Section 550-105J**

The following information has been identified by the City of Watertown Zoning & Floodplain Administrator Jacob Maas as pertinent to this action:

Zachary Schmidt (property owner) is looking to expand the access drive at 311 College Avenue. Zachary Schmidt is proposing an access drive of 35 feet at the right-of-way property line and an apron flair of 40 feet.

**Relevant Information:**

i. Width of access drives are regulated under Section § 550-105J:

J. *Width of driveways. All access drives shall have a minimum width of 10 feet for one- and two-family dwellings and 18 feet for all other land uses. All curb openings for access drives shall have a maximum width of 25 feet for a one- or two-car garage or 30 feet for a three-car garage for all residential uses and 35 feet for all nonresidential uses, as measured at the right-of-way line. Access drives may be flared between the right-of-way line and the roadway up to a maximum of five additional feet.*

(1) *Conditional use permit required.*

(a) *All residential curb openings for access drives that exceed the maximum width, as measured at the right-of-way line, will require the granting of a conditional use permit which specifically states the maximum permitted width of the proposed driveway at the right-of-way line.*

(b) *All nonresidential curb openings for access drives that exceed the maximum width, as measured at the right-of-way line, will require the granting of a conditional use permit which specifically states the maximum permitted width of the proposed driveway at the right-of-way line.*

ii. Access Drives shall be paved under Section § 550-105M:

M. *Paving of access. All access approach areas located within a street right-of-way shall be paved to the satisfaction of the Director of Public Works with a hard, all-weather surface and shall be maintained so as to prevent the transport of gravel, dirt or other eroded material from the subject property into the right-of-way.*

iii. Driveway shall be paved under Section § 550-107F(1):

i. *Surfacing and marking. All off-street parking and traffic circulation areas (including all residential driveways, except those within the RH District) shall be paved with a hard, all-weather surface to the satisfaction of the Director of Public Works. Said surfaces intended for six or more parking stalls shall be marked in a manner which clearly indicates required parking spaces.*

#### **Recommendation:**

- i. **Approve the Conditional Use Permit with conditions identified by the Plan Commission.**
  1. **Access drive shall be 35 feet at the right-of-way property line and an apron flair of 40 feet.**
  2. **Access drive shall be paved.**
  3. **Driveway shall be paved.**

**Mayor McFarland called for discussion, hearing none opened the associated action item**

**H. Review and take action: 311 College Avenue - Conditional Use Permit (CUP) request for an access driveway that exceeds 25 feet at the right-of-way line and an apron flair that exceeds 30 feet under Section 550-105J**

**Mayor McFarland called for discussion, hearing none requested a motion to approve as recommended.**

**Motion to approve as recommended by Romlein, Second by McFarland  
Unanimous by voice vote.**

**I. Conduct a public hearing: 833 West Street - Conditional Use Permit (CUP) request for an accessory structure with an exception to the exterior construction material standards under Section 550-121c & 550-121F**

The following information has been identified by the City of Watertown Zoning & Floodplain Administrator Jacob Maas as pertinent to this action:

i. Under Section § 550-121C:

C. *Standards for all residential, office, commercial districts, and the PI Zoning District.*

- i. *Except for exposed foundations not to exceed three feet in height from the adjacent grade, all non-single-family development located within the RH, CR-10ac, ER-1, SR-4, TR-6, MR-8, MR-10, SNR, NO, PO, NB, PB, GB, CB and PI Districts shall employ only high-quality decorative exterior construction materials on the visible exterior of the following portions of all structures and buildings:*
  - (a) *Any portion of the building or structure visible from adjacent residentially zoned property;*
  - (b) *Any portion of the building or structure located within 50 feet of a public right-of-way; or*
  - (c) *Any other portion of the building or structure visible from a public street and/or situated at an angle of 60° or less from a line which is parallel to the nearest right-of-way (for uncurved rights-of-way) or from a line which is parallel to a chord connecting the right-of-way boundary on the inside side of the curve at points located at, or opposite from, the two outer boundaries of the subject property along the right-of-way line (for curved rights-of-way).*
- ii. *The following exterior construction materials shall not be considered "high quality decorative": nondecorative concrete block or cinder block, nondecorative concrete foundation walls or panels, corrugated walls or panels, nondecorative plywood, asphaltic siding, or other nondecorative surfaces as determined by the Plan Commission.*

ii. There is an exception under Section § 550-121F:

- F. *Exceptions. The conditional use process (per § 550-142) may be used to propose the use of a material otherwise prohibited by Subsection C above.*

**Recommendation:**

**i. Approve the Conditional Use Permit without conditions**

**Mayor McFarland called for discussion, hearing none opened the associated action item**

**J. Review and take action: 833 West Street - Conditional Use Permit (CUP) request for an accessory structure with an exception to the exterior construction material standards under Section 550-121c & 550-121F**

The following information has been identified by the City of Watertown Zoning & Floodplain Administrator Jacob Maas as pertinent to this action:

Paul M. Aschenbrener (property owner) is looking to develop an accessory structure with corrugated metal siding. 833 West Street is zoned Single-Family Residential (SR-4).

**Mayor McFarland called for discussion, hearing none requested a motion to approve as recommended.**

**Motion to approve as recommended by Romlein, Second by McFarland  
Unanimous by voice vote.**

**K. Conduct a public hearing: 833 West Street - Conditional Use Permit (CUP) request for an accessory structure with an exception to the maximum height of an accessory structure under Section 550-26F(2)(I) & 550-83C**

The following information has been identified by the City of Watertown Zoning & Floodplain Administrator Jacob Maas as pertinent to this action:

Paul M. Aschenbrener (property owner) is looking to develop an accessory structure that exceeds 15 feet in height. 833 West Street is zoned Single-Family Residential (SR-4).

**Relevant Information:**

The following information has been identified by the City of Watertown Zoning & Floodplain Administrator as pertinent to this action:

1. Under Section § 550-24F(2)(i):
  - (i) *Maximum height of accessory structure: 15 feet.*
2. Maximum height exceptions are allowed under Section § 550-83C:
  - C. *Any building or structure not otherwise accounted for by Subsection B above may exceed said maximum height regulations with the granting of a conditional use permit which specifically states the maximum permitted height of the proposed building or structure.*
3. As a reminder building height for accessory structures are defined under Section § 550-15:

**BUILDING HEIGHT**

*The vertical distance from the lowest elevation of the adjoining ground level or the established grade, whichever is lower, to the top of the cornice of a flat roof, to the decline of a mansard roof, **to a point of the roof directly above the highest wall of a shed roof**, to the uppermost point on a round or other arch-type roof, or to the midpoint distance of the highest gable on a pitched or hip roof. Unless excepted by specific provisions in this chapter, building height includes the height of any structures attached to a building.*

**Recommendation**

1. **Approve the Conditional Use Permit with conditions identified by the Plan Commission.**
  - a. **Applicant is proposing 18 feet, the Zoning Administrator is asking for 21 feet to account for variance in property elevations.**

**Mayor McFarland called for discussion, hearing none opened the associated action item**

**L. Review and take action: 833 West Street - Conditional Use Permit (CUP) request for an accessory structure with an exception the maximum height of a accessory structure under Section 550-25F(2)(1) & 550-83C**

**Mayor McFarland called for discussion, hearing none requested a motion to approve as recommended.**

**Motion to approve as recommended by Holloway, Second by Krueger  
Unanimous by voice vote**

**M. Review and take action: 833 West Street - Conditional Use Permit (CUP) request for an accessory structure with an exception the maximum 1,000 square feet of a accessory structure under Section 550-26F(2)(l) & 550-83C**

The following information has been identified by the City of Watertown Zoning & Floodplain Administrator Jacob Maas as pertinent to this action:

Paul M. Aschenbrener (property owner) is looking to develop an accessory structure that exceeds 1,000 square feet. 833 West Street is zoned Single-Family Residential (SR-4).

- i. Under Section § 550-56C(1)(b):
  - (b) *A conditional use permit is required for:*
    - [1] *A combination of accessory structures exceeding a total of 1,000 square feet; or*
    - [2] *More than two accessory structures.*
- ii. Maximum accessory building coverage under Section § 550-24F(1)(e):
  - (e) *Maximum accessory building coverage: 10%.*

- iii. 833 West Street is 45,651 square feet.
  - 1. Accessory building coverage cannot exceed 4,565 square feet.

**Recommendation:**

- a. Approve the Conditional Use Permit with conditions identified by the Plan Commission.
  - i. Total accessory building coverage cannot exceed 1,000 square feet.

Mayor McFarland called for discussion, hearing none opened the associated action item

**N. Review and take action: 833 West Street - Conditional Use Permit (CUP) request for an accessory structure with an exception to the maximum 1,000 square feet of a accessory structure under Section 550-26F(2)(l) & 550-83C**

Mayor McFarland called for discussion, hearing none requested a motion to approve as recommended.

Motion to approve as recommended by Konz, Second by Holloway

Unanimous by voice vote

**O. Adjournment**

With no remaining items on the agenda, Mayor McFarland requested a motion to adjourn

Motion to Adjourn by Romlein, Second by Talaga

Unanimous approval by Voice Vote

Meeting closed at 5:02 p.m.

Respectfully Submitted,  
James W. Romlein Sr. PE  
Recording Secretary

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



## FINANCE COMMITTEE MEETING MINUTES

MONDAY, SEPTEMBER 26, 2022 AT 5:30 PM

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

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

Others present: Finance Director Mark Stevens, Attorney Steven Chesebro, Public Works Director Jaynellen Holloway, Police Chief Robert Kaminski, Interim Streets Superintendent Stacy Winkelman, and Main Street Program Director Melissa Lampe and resident Ken Berg.

1. **Call to order:** Mayor McFarland called the meeting to order at 5:30 p.m.
2. **Review and approve:** Minutes from September 12, 2022. Ald Ruetten moved, seconded by Ald Lampe, to approve as presented, and carried by unanimous voice vote.
3. **Review and take action:** Hire Tiffany A. Cole as Part-Time Dispatcher for Police Department at Grade H, Step 2 [\$23.78/hr]. This applicant is currently working as a full-time dispatcher for Jefferson County, using the same system, so training will be minimal. Ald Lampe moved, seconded by Ald Bartz, to approve as presented, and carried by unanimous voice vote.
4. **Review and take action:** Hire Nichole Stratman as Part-Time Dispatcher for Police Department at Grade H, Step 1 [\$23.12/hr]. This applicant is an EMT in Lebanon, but has no dispatch experience. Ald Lampe moved, seconded by Ald Davis, to approve as presented, and carried by unanimous voice vote.
5. **Review and take action:** Hire Rebecca (Becky) Wegner as Administrative Assistant II for Finance Department at Grade F, Step 3 [\$20.36/hr]. There were 37 applicants for this position; three were interviewed. Software and office skills testing was administered by WI DWD (Jefferson County). Ald Ruetten moved, seconded by Ald Davis, to approve as presented, and carried by unanimous voice vote.
6. **Discussion:** City of Watertown Downtown Parking Study. A grant was secured to hire SRF Consulting Group to perform a study to establish a baseline for the existing parking supply and demand in the downtown region. The peak parking period is generally identified as the Saturday afternoons with a peak utilization of approximately 45 percent for all spaces in the downtown core. Reviewing just the public spaces, there is a peak parking demand of 53 percent of the public spaces.

Although parking capacity is available, the majority is located east of the Rock River. Forecasted parking expects Zone A (west of river and north of Main St) to have a deficit and Zone B (west of river and south of Main St) to be in the range of a surplus of just one to a deficit of 60 spaces with a full capacity event occurring at Town Square Amphitheater on a Saturday afternoon.

Parking mitigation strategies were developed and categorized into a low, medium, and high-cost category, with recommendation to prioritize the low-cost improvements:

- Low: shared parking, provision of short-term parking, new development parking requirements
- Medium: communication plans, parking surveys, improved parking signing, promotion of walking and biking downtown

- High: acquiring additional public lots, parking structure, parking meters, parking permits

This study will be given to City Council for its knowledge and to the Main Street Task Force for work on implementing the suggestions.

7. **Review and Approve:** apply for the 2023 Recycle Grant. Interim Streets Superintendent Winkelman presented a request to submit the application for a \$100,000 State Recycling Grant, a recurring practice. Ald Lampe moved, seconded by Ald Davis, to approve as presented, and carried by unanimous voice vote.
8. **Review:** rate offers for land purchase. Finance Director Stevens has requested bids from four local banks for the short-term borrowing of \$210,000, the anticipated amount needed to purchase property for the future fire station location. The comparisons were provided, but the land purchase is not yet ready to be completed.
9. **Convene into closed session** per § 19.85(e) for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. (Riverhouse Purchase Agreement.) Ald Bartz moved, seconded by Ald Ruetten, to move to closed session, and carried by unanimous roll call vote.
10. **Reconvene into open session**
11. **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. (Litigation status updates.) Ald Lampe moved, seconded by Ald Ruetten, to move to closed session, and carried by unanimous roll call vote.
12. **Reconvene into open session**
13. **Adjournment.** Ald. Ruetten moved to approve adjournment at 6:21 pm, seconded by Ald. Lampe, and carried by unanimous voice vote.

Respectfully submitted,

Mark Stevens, Finance Director

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



## FINANCE COMMITTEE MEETING MINUTES

MONDAY, OCTOBER 4, 2022 AT 6:15 PM

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

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

Others present: Finance Director Mark Stevens, Public Works Director Jaynellen Holloway, Fire Chief Travis Teesch, Police Chief Robert Kaminski, Interim Streets Superintendent Stacy Winkelman, Parks & Rec Director Kristine Butteris, Library Director Peg Checkai, Water Manager Pete Hartz (via video), and Alders Licht, Romlein, and Smith

1. **Call to order:** Mayor McFarland called the meeting to order at 6:15 p.m.
2. **Review and take action:** Hire Timothy Roberson as Route Worker for Solid Waste Division. Ald Ruetten moved, seconded by Ald Davis, to approve hiring at Grade G, Step 1 [\$21.19/hr] with an increase to G/S G2 when he has positively passed his probationary period, carried by unanimous voice vote.
3. **Review and recommend:** Fund 24 name change and expanded purpose. There are non-recurring pass-through, donation, and grant revenues that, when added to the General Fund, also influence an increase in the expenditures of the General Fund for the intended purposes of the revenue, but then negatively have an influence on the annual Expenditure Restraint calculation that limits expenditure growth each year. An alternative would be to remove these revenues and associated expenses from the General Fund into a Special Revenues fund. In light of the similarity to the ARPA grant and its short-term use, Finance Director Stevens is recommending a change to Fund 24 (ARPA Fund) to be called Non-recurring Grants and Revenues. Ald Ruetten moved, seconded by Ald Lampe, to make this recommendation to the City Council, carried by unanimous voice vote.
4. **Review and discuss 2023 budget materials:** Binders with printed copies of the 2023 budget (includes Dept requests and Mayor's proposals) were distributed to committee members. As well, electronic versions of the spreadsheets along with department requests, highlight memos, and capital improvements request forms were shared electronically via DropBox.com to all council members.

Summary of the Mayor's presentation:

- Overall budgeted expenses increase is approximately \$1 million
- Tax levy for General Fund is increasing \$650,000 from \$10,050,000 to \$10,700,000, but not changing for the Debt Service (\$4,700,000), an overall 4.4% increase
- Fund balance of \$411K is estimated to be used, with half of this for capital outlay and other one-time purchases
- The estimated unassigned fund balance at the end of 2023 will be 31.4% of the annual budget. The Council's goal was established to be 25%, so this balance would be approximately \$1.2 million more than the goal.
- Fund 5 borrowing: \$5.18 million is scheduled to be paid off in 2023
- Our past borrowing has been in the \$2.5 - \$3.5 million range. The estimated borrow request is \$4 million, including sizable projects (\$600K fire station design, \$500K in Bipartisan Infrastructure Law programs and bridge rehab projects).

Five strategic goals evidenced in 2023 requests:

- Prioritizes innovative, efficient, technological, and strategic services and operations that are responsive to the current state and cognizant of the future state of city operations
- Prioritizes strategic visioning and quality improvement in our processes to provide residents an evident and appropriate return on their investment in city operations
- Protects and evolves our assets and infrastructure
- Maintains a safe, healthy and accessible community, fosters community partnerships, and expands community education and services pertaining to safety, health and services for underserved
- Supports efforts toward improving attraction, retention, and professional growth of city employees

5. **Adjournment.** Ald. Bartz moved to approve adjournment at 6:54 pm, seconded by Ald. Ruetten, 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.

**SITE PLAN REVIEW COMMITTEE**  
**October 10, 2022**

*Section 6, Item G.*

The Site Plan Review Committee met on the above date at 1:30 P.M. in the Council Chambers of City Hall as well as via GotoMeeting. The following members were present: Doug Zwieg, Maureen McBroom, Anthony Rauterberg, and Timothy Hayden. Also in attendance were Nikki Zimmerman and Sonja Kruesel of Vandewalle & Associates.

**1. Call to Order**

The meeting was called to order by Acting Chairperson Sonja Kruesel.

**2. Review and approve Site Plan Review Committee Minutes Dated September 26, 2022**

Motion was made by Doug Zwieg and seconded by Anthony Rauterberg to approve the September 26, 2022 Site Plan Review minutes as submitted. Unanimously approved.

**3. & 4. Review and take action: Exterior storage screened refuse container and Indoor Commercial Entertainment – Restaurant**

Since both items 3 and 4 were for the same property, both were combined to discuss at one time.

The applicant was not present so Acting Chairperson Sonja Kruesel gave a brief explanation of the proposed project. The applicant is looking to reopen the building at this property as a restaurant. The desire is to put a screened refuse container on the property as well.

The following was presented by city staff:

Zoning:	This will require a conditional use permit and will be going to the Plan Commission on October 24, 2022 for the public hearing. Parking requirements is one parking stall for every 3 seats in the restaurant. Further information on the dumpster will be required for the Plan Commission including setbacks.
Building:	A building permit will be required for the dumpster enclosure.
Stormwater:	If at any time 3,000 square feet or more of land is disturbed an erosion control/stormwater runoff permit will be required and if anything is done to the parking lot.

Motion was made by Doug Zwieg and seconded by Timothy Hayden to approve this item as submitted.

Unanimously approved.

**5. Adjournment**

Motion was made by Doug Zwieg and seconded by Maureen McBroom to adjourn. Unanimously approved.

Respectfully submitted,  
Nikki Zimmerman, Recording Secretary

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

2022  
YEARS OF SERVICE  
RECOGNITION

OCTOBER

BRENT KURTZ  
FIRE DEPARTMENT

20

MATTHEW WILLMANN  
STREET DEPARTMENT

5



# Watertown Fire Department Monthly Report September 2022





# Watertown Fire Department Monthly Report

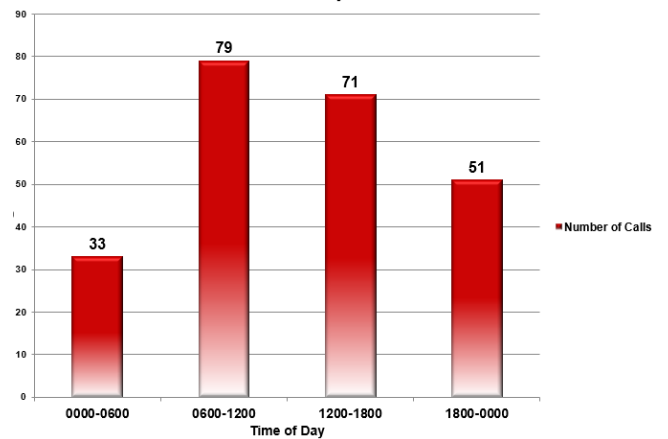
## Operational Statistics

Section 7, Item B.

### Call Breakdown

Medical Calls	181
Fire Calls	30
Haz-Mat Calls	6
MVC Calls	17
<b>TOTAL CALLS</b>	<b>234</b>
Total Calls YTD 2022	2082
Total Calls YTD 2021	2036

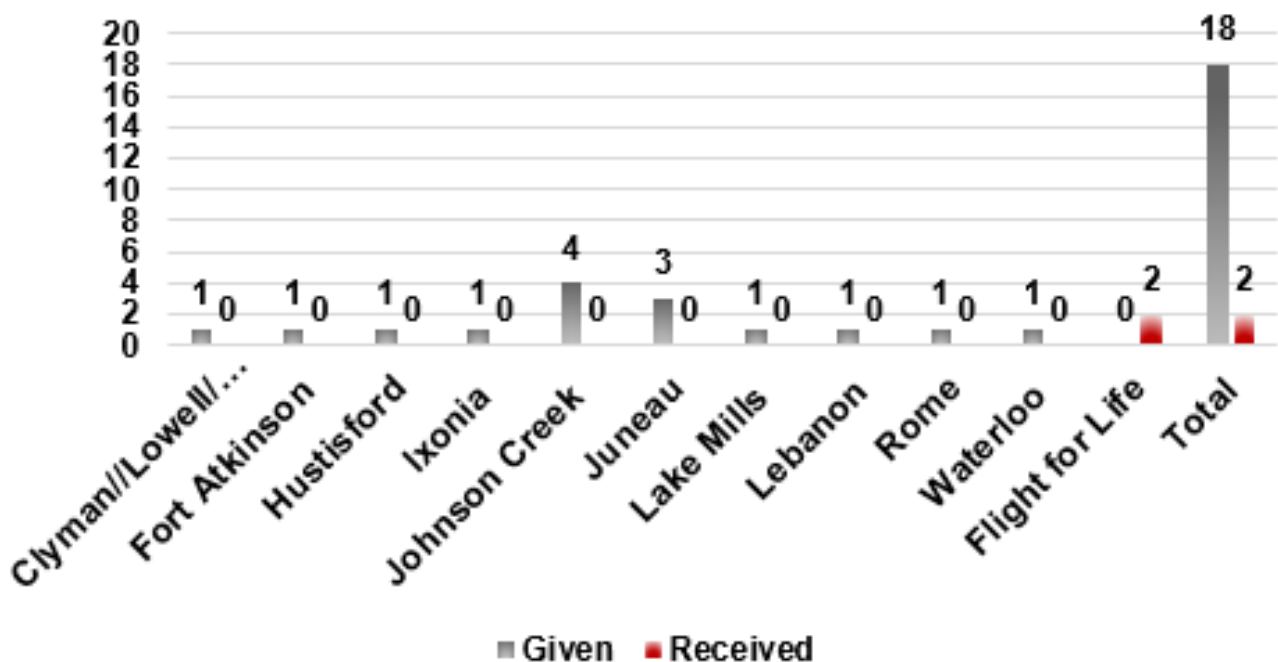
Calls by Time



### Simultaneous Calls

2 <sup>nd</sup> out calls	36
3 <sup>rd</sup> out calls	5
<b>Total</b>	<b>41</b>
<b>18%</b> of the time we had multiple calls	

### Mutual Aid Calls



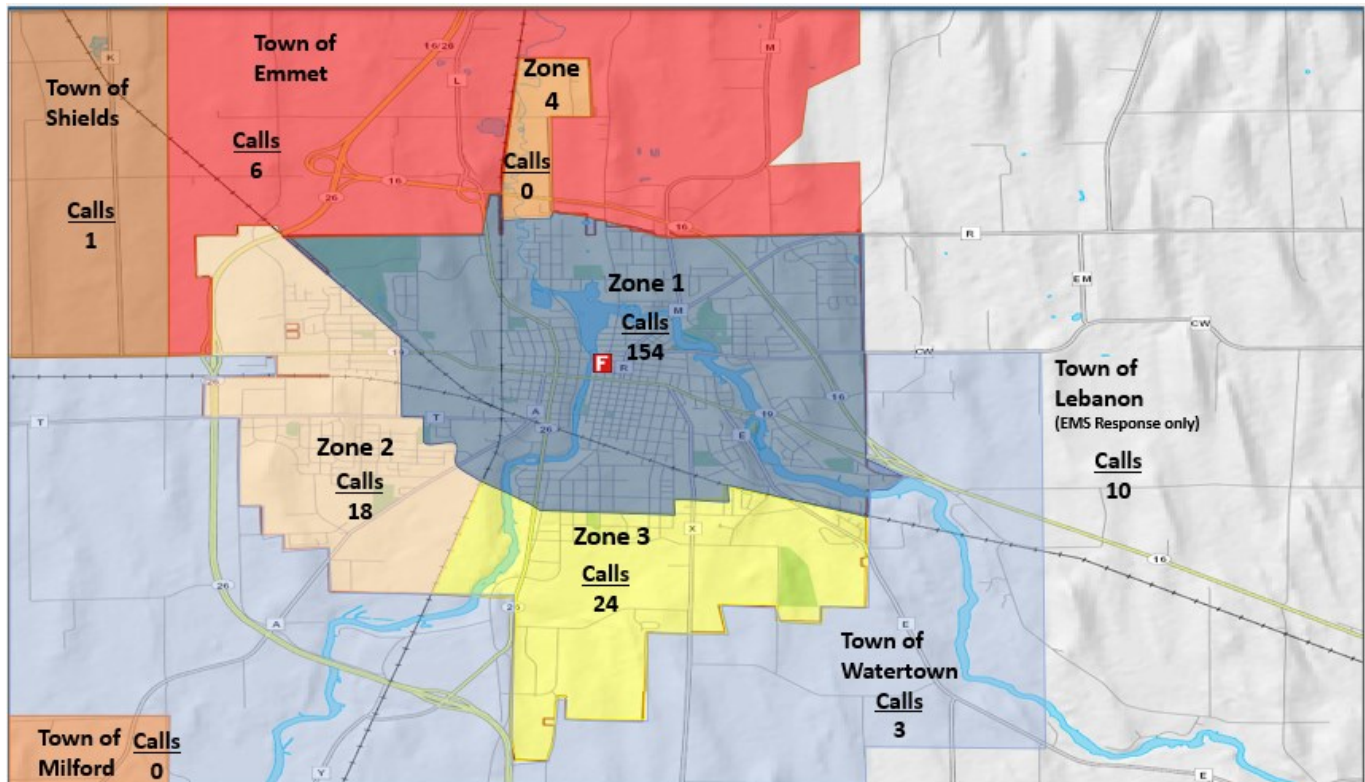


# Watertown Fire Department Monthly Report

Operational Statistics

Section 7, Item B.

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	2:17	1:25	2:10	4:38	4:27	4:36
Zone-2	:48	1:23	:55	5:29	5:32	5:29
Zone-3	1:34	-	1:34	5:53	-	5:53
Zone-4	-	-	-	-	-	-
Zone- 11 Milford	-	-	-	-	-	-
Zone- 12 Town of Watertown	:49	-	:49	4:29	-	4:29
Zone- 13 Emmet	:59	2:40	1:19	5:49	7:30	6:09
Zone- 14 Shields	-	3:27	3:27	-	15:48	15:48
Zone- 15 Lebanon	1:50	N/A	N/A	8:27	N/A	N/A
Delay due to Simultaneous Calls	3:00			8:13		
*Department Standards- Turnout - 60 sec EMS/80 Sec Fire- Response- Fire & EMS 6 minutes*						

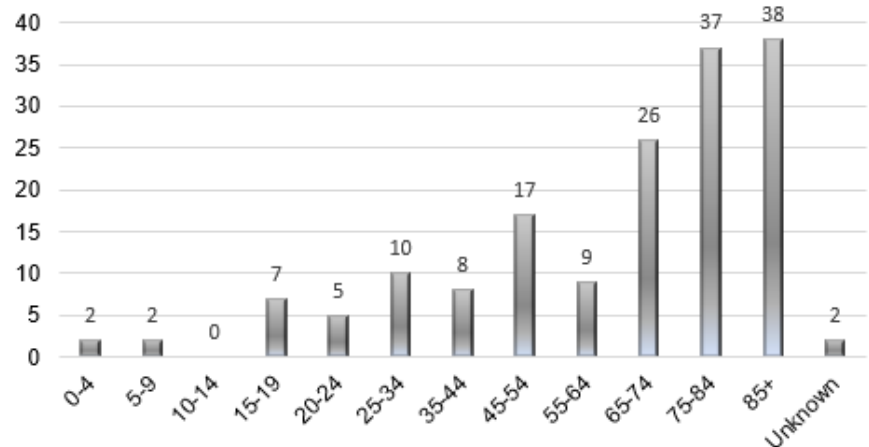




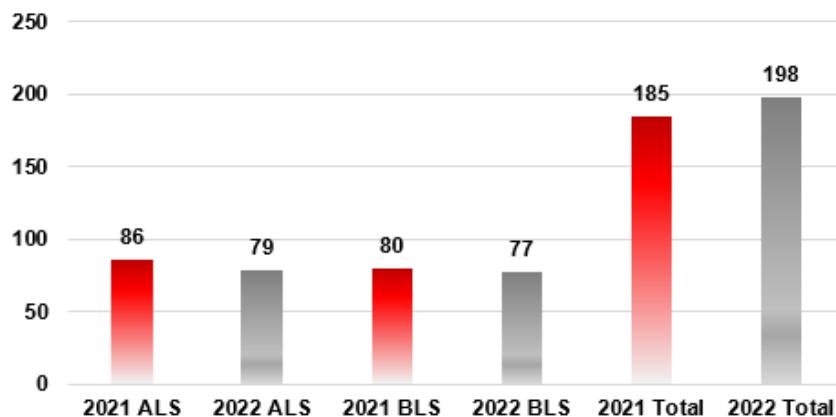
# Watertown Fire Department Monthly Report

## Emergency Medical Services

Patient Contact By Age

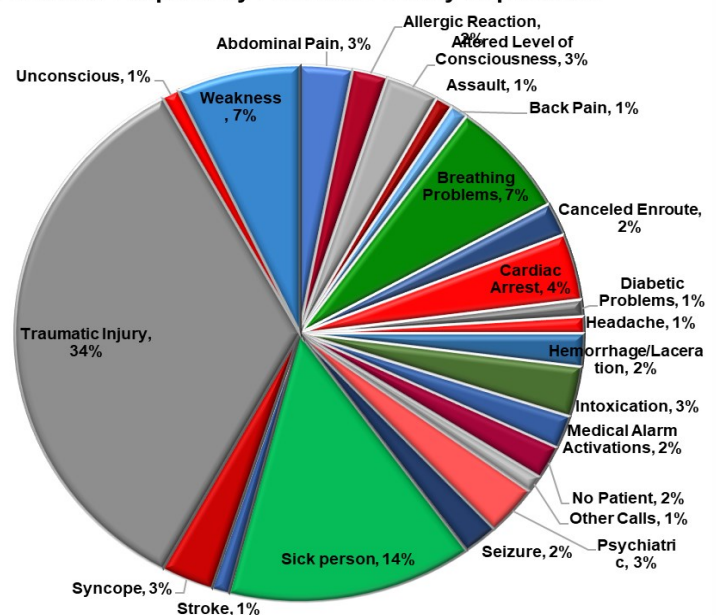


Emergency Medical Calls



\*Includes Lift Assists, MVCs, etc.

EMS Call Purpose by Provider Primary Impression



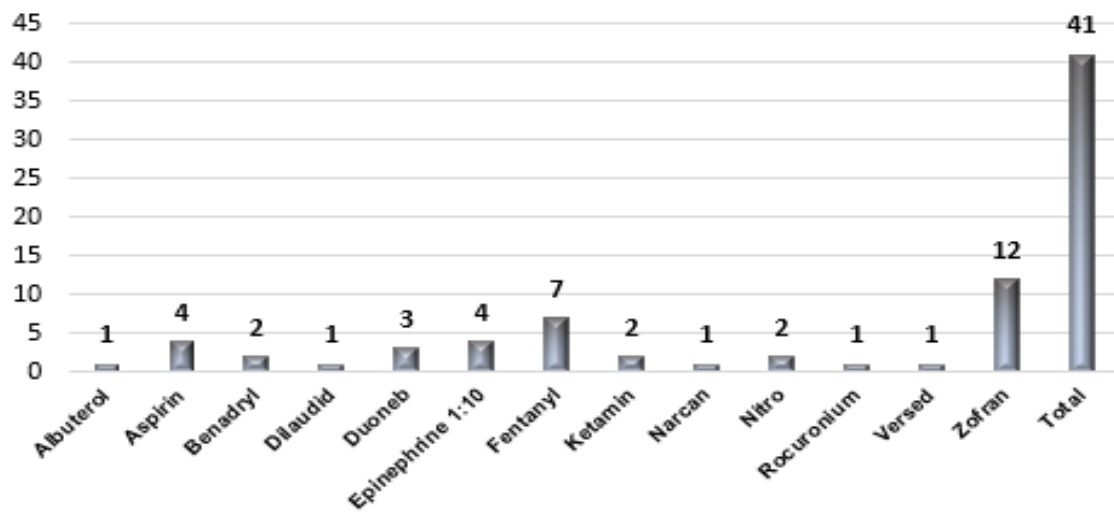
\*Traumatic injuries includes MVC's, falls, lift assist, trauma related



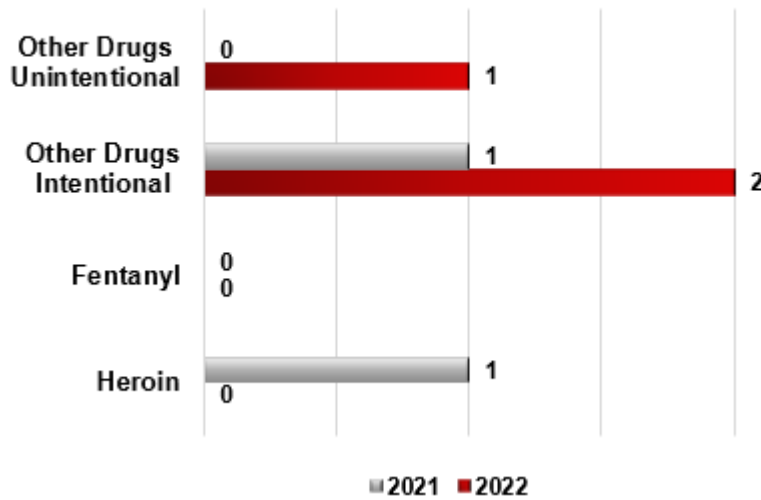
# Watertown Fire Department Monthly Report

## Emergency Medical Services

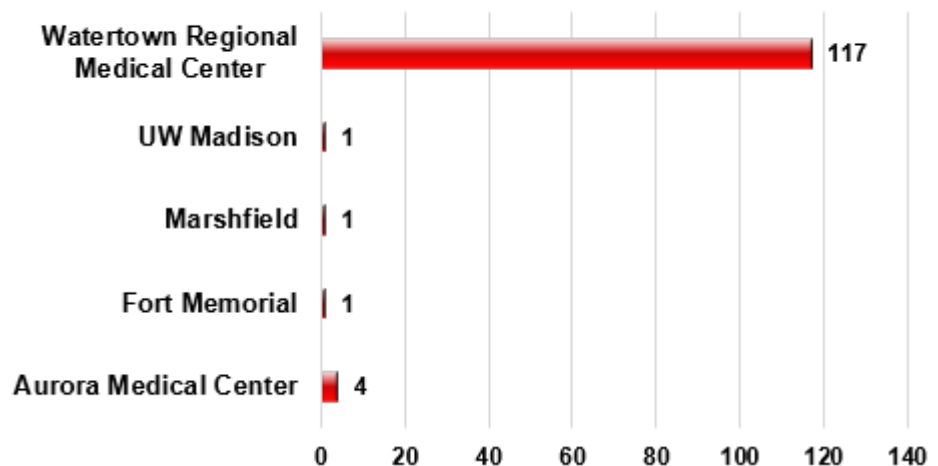
### Medications Administered



### Overdoses



### Hospital Transports



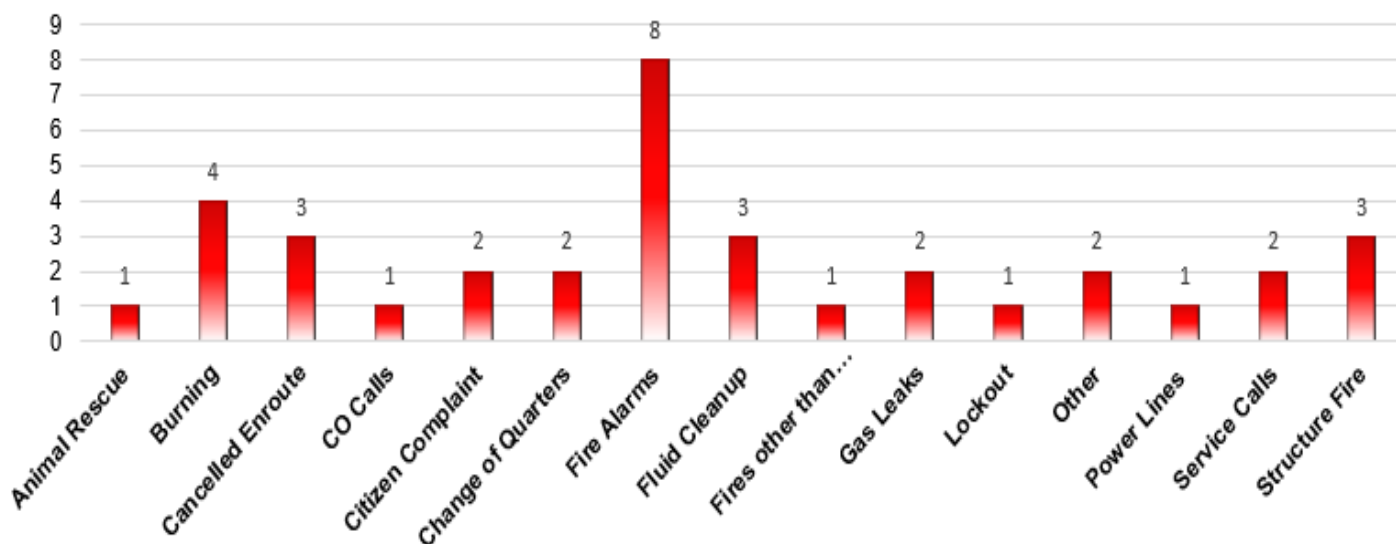


# Watertown Fire Department Monthly Report

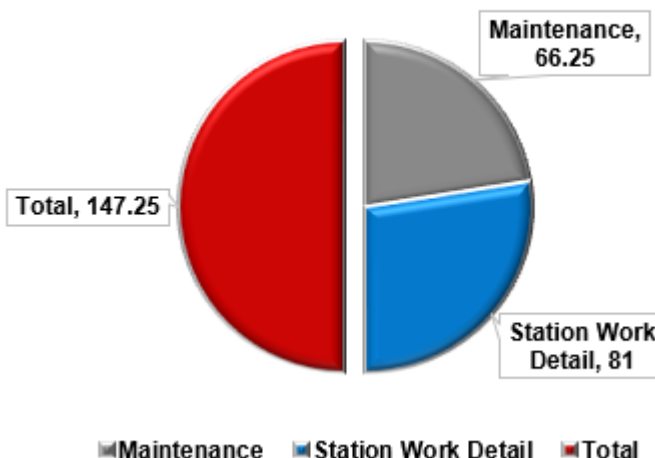
Section 7, Item B.

## Fire Incidents

### Fire/Haz-Mat Calls



### Maintenance & Station Work Hours





# Watertown Fire Department Monthly Report

Department Training

Section 7, Item B.

For the month of September, department members trained on the following:

## Engine Company

2 1/2 Speedlay Deployment

Blitz Attack

## Rescue Company

Victim Drags and Carries

## Truck Company

Six-person Deployment

## EMS Training

Cold Weather Emergencies & Protocol Review

Total A Shift Training Hours	120
Total B Shift Training Hours	66
Total C Shift Training Hours	79.25
Total Shift Training Hours	265.25



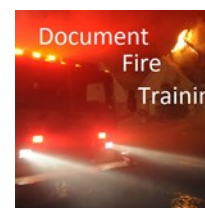
122



8.5



27.5



147.75



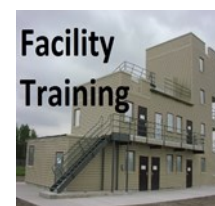
1



41



3.5



19.5

Total  
370.75



Training  
on cars

Ladder  
Truck  
Testing





# Watertown Fire Department Monthly Report

## Community Risk Reduction



**15** Smoke Detectors Installed



**11** Community Events



**5** CO Detectors Installed



**1** Parade Attended



**1** Fire Drill Conducted



**6** Public Speaking Events



**1** CPR Class



**4** Football Game Standbys

**1,304** Outreached Citizens

**20** Contact Hours

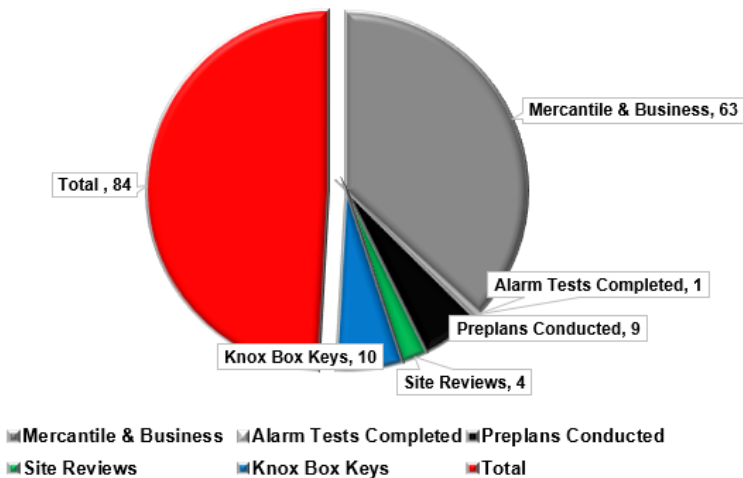


# Watertown Fire Department Monthly Report

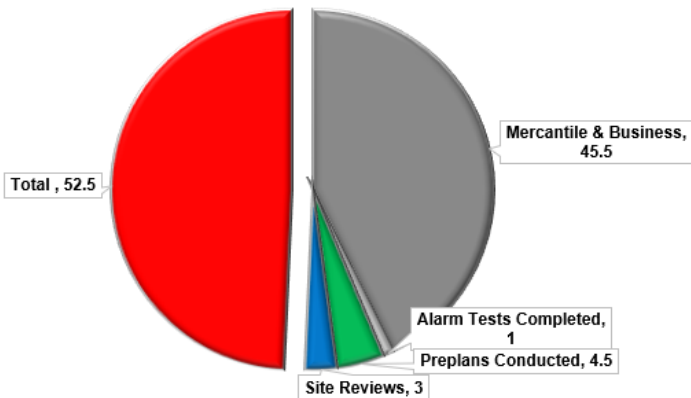
## Community Risk Reduction



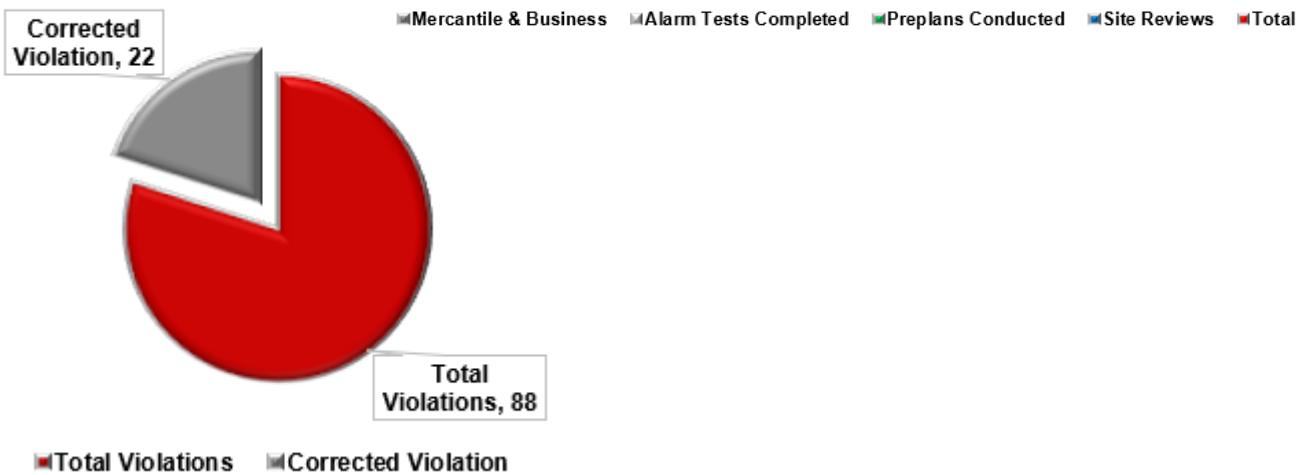
Inspections/  
Alarm Tests



Total Hours on Inspections/Tests



Violations





## Watertown Fire Department Monthly Report

## Department Incidents & Trainings

Section 7, Item B.

### September 7th– Motor Vehicle Accident

Airpark Dr. & Hwy. 26, Watertown  
E61, MED 54, MED 53, 4102, and 4101  
responded to a multi-  
vehicle crash. One  
patient was extricated  
from a vehicle. Two  
patients were trans-  
ported, one by MA  
from Flight for Life.



### September 8th– Motor Vehicle Accident

301 W. Main St., Watertown  
E61 and MED 54 responded to a car vs. building  
vehicle accident. No injuries. The car went  
through the front doors.

### September 11th– Structure Fire

W2290 Hwy 106, Rome  
MED 54 responded to a barn fire for medical  
backup. 1 injury transported.

### September 16th– Structure Fire

131 Deer Crossing, Johnson Creek  
E61 provided Mutual Aid to Johnson Creek.  
Crews assisted with fire attack, search, and  
ventilation.

### September 22nd– Motor Vehicle Accident

Hwy 26 (MM 45), Watertown  
E61, MED 54, and 4102  
responded to car verse  
bridge accident. The  
engine caught on fire  
and was extinguished  
with a hose line. One  
patient was transported.



### September 28th– Structure Fire

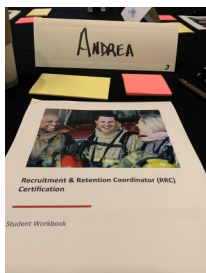
W676 Karberg Ln., Lake Mills  
E61 and 4102 responded for a basement fire that  
was extinguished quickly. Crews were on scene  
for a short amount of time.

### September 8,9,13th– CPR Renewal

Department Members renewed their CPR  
(Cardiopulmonary resuscitation).

### September 14th-September 20th

Executive Assistant Andrea Peters attended a  
recruit and retention training in AZ cov-  
ering the membership cycle, selling your  
dept., working with leaders, interacting  
with the public, and marketing for re-  
cruitment. The class was funded by a  
grant.



### September 26th– ACLS Renewal

Department Members renewed their  
ACLS (Advanced Cardiovascular Life  
Support) license.





## Watertown Fire Department Monthly Report

Section 7, Item B.

### Public Relations

#### September 11th– 9/11 Ceremony

Aero Marine Park, Watertown

WFD personnel attended the 9/11 remembrance ceremony. The Deputy Chief along with the Police Chief placed a wreath at the memorial site.



#### September 12th– Fall Prevention Talk

1408 Memorial Dr, Watertown Highland Village

A fall prevention talk with the residents was given by Watertown Fire Department.

#### September 21st– Narcan Training

121 Hospital Dr, Watertown Hospital

MED 54 provided Narcan training to hospital staff.



#### September 13th– Meet and Greet

Latte Donatte, 501 E Main St.,  
Watertown

Watertown Fire Department Staff answered questions from citizens about the Watertown Fire Department.





## **Watertown Fire Department Monthly Report**

Section 7, Item B.

### **Public Relations**

#### **September 14th– Station Visit**

106 Jones St., Watertown Fire Department  
A few citizens from the Leadership Watertown Class popped in to the station during their scavenger hunt and acquired red fire hats to take back with them and posed with the Deputy Chief in front of the apparatus.

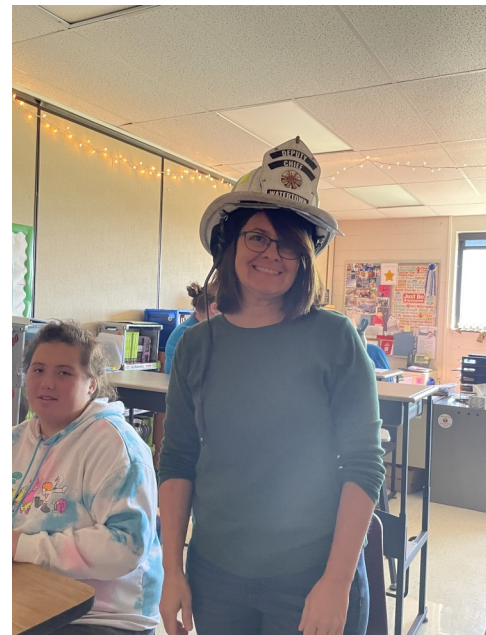


#### **September 22th– Career Talk**

825 Endeavour Dr., Watertown High School  
Department personnel talked about what it's like to work at the Watertown Fire Department to the students in the School to Career Program.

#### **September 22th– Fire Safety Talk**

825 Endeavour Dr., Watertown High School  
Watertown Fire Department staff talked to students about fire safety and demonstrated the gear.





## September 28th– Homecoming Parade

### Marquardt Village Complex

The Watertown Fire Department rode in a parade the residents of Marquardt attended for Homecoming. The crew got called out on an emergency call right before which prevented them for participating.



## September 29th– Watertown Farmers Market

1st St. Parking lot, Watertown  
The Watertown Fire Department personnel popped in to the afternoon Watertown Farmers Market and held a “Hands on CPR” demonstration for the citizens visiting the farmers market.



## September 30th– Ribbon Cutting

### 1901 Market Way, Watertown Walmart

WFD members attended the remodel reopening ribbon cutting at the Watertown Walmart.





## Watertown Fire Department Monthly Report

Section 7, Item B.

# You've Been Caught Doing an Outstanding Job!



Hello,  
Wanted to give a shout out to the department for coming to help with a jammed/malfunction door on our inpatient unit last. Many thanks to the crew members that came.

Thank you,

# Memo

**To:** Common Council  
**From:** Mayor McFarland  
**Date:** October 11, 2022  
**Re:** Town Square Update

Common Council Members,

Below is a summary of the Town Square progress for the last two weeks and the upcoming two weeks.

## Last Two Weeks:

- ❖ Topsoil placement began.
- ❖ Concrete pavers installation began in the fountain area.
- ❖ Breckenridge Landscaping adjusted the landscape seat stones at the direction of Bruce Morrow to work with the site grades at the overlook stairs and the wall bench seats.
- ❖ Site concrete was poured, completing the work within the park. The remaining site concrete is along the south end of Water Street.
- ❖ The precast sign was installed, and masonry work completed.
- ❖ Electrical work will continue.

## Next Two Weeks:

- ❖ Landscape paver installation will be nearing completion.
- ❖ Irrigation work will continue.
- ❖ Topsoil placement will be completed.
- ❖ Silva Cell installation on the eastside of Water Street will be completed.
- ❖ Landscape fine grading will be completed.
- ❖ Landscape plantings, sod, and seeding work will be completed.
- ❖ Electrical work will continue.
- ❖ Site plumbing work for the bubbler and at the water meter vault will be complete. If the exterior enclosure has not been delivered to the site, a painted plywood box will be used until the enclosure arrives on site.

Thank you,

Mayor McFarland

**RESOLUTION TO  
AUTHORIZE THE EXECUTION OF A SETTLEMENT AGREEMENT  
AND RELEASE IN ABLELIGHT, INC. VS. CITY OF WATERTOWN**

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

**WHEREAS**, the City initiated condemnation proceedings under Chapter 32 of the Wisconsin Statutes against AbleLight to acquire certain real property interests owned by AbleLight in the City of Watertown, County of Jefferson, State of Wisconsin; and,

**WHEREAS**, on or about April 30, 2021, the City's agent recorded an Award of Damages with the Jefferson County Register of Deeds Office as Document 144482 condemning said property interests; and,

**WHEREAS**, AbleLight appealed the adequacy of the compensation paid by the City for its property interest in Jefferson County Circuit Case No. 21-CV-0180; and,

**WHEREAS**, the Parties desire to fully and finally settle all claims either party may have against one another in relation to the issues raised in AbleLight's Appeal pending in Jefferson County Circuit Court Case No. 21-CV-0180.

**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 a Settlement Agreement and Release.

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

ADOPTED October 18, 2022

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

APPROVED October 18, 2022

\_\_\_\_\_  
MAYOR

## SETTLEMENT AGREEMENT AND RELEASE

---

This Settlement Agreement and Release ("Agreement") is made and entered into by and between AbleLight, Inc., f/k/a Bethesda Lutheran Communities, Inc. ("AbleLight") and the City of Watertown, Wisconsin ("City"); collectively referred to as the "parties".

**WHEREAS**, the City initiated condemnation proceedings under Chapter 32 of the Wisconsin Statutes against AbleLight to acquire certain real property interests owned by AbleLight in the City of Watertown, County of Jefferson, State of Wisconsin;

**WHEREAS**, on or about April 30, 2021, the City's agent recorded an Award of Damages with the Jefferson County Register of Deeds Office as Document 144482 condemning said property interests;

**WHEREAS**, AbleLight appealed the adequacy of the compensation paid by the City for its property interests in Jefferson County Case No. 21-CV-0180

**WHEREAS**, the parties desire to fully and finally settle all claims either party may have against one another in relation to the issues raised in AbleLight's Appeal pending in Jefferson County Circuit Court Case No. 21-CV-0180;

**NOW, WHEREFORE**, in consideration of the mutual promises and covenants contained herein, it is agreed as follows:

1. Recitals. The recitals set forth above are fully incorporated into the terms of this Agreement as if set forth herein.

2. Consideration. For and in consideration of the payment by the City to AbleLight of the additional the sum of Fifty Thousand and 00/100 Dollars (\$50,000.00) upon the execution of this Agreement, AbleLight does hereby fully and forever release and discharge the City, its officials, agents, officers and employees, from any and all actions, causes of action, claims, demands, damages, costs, interest, expenses, attorney's fees, and compensation of any kind whatsoever, which have been or could be claimed in connection with the Appeal pending Jefferson County Circuit Court Case No. 21-CV-0180.

For and in consideration of the AbleLight's dismissal, with prejudice, of the claims alleged in his Complaint filed in Jefferson County Circuit Court Case No. 21-CV-0180, the City does hereby fully and forever release and discharge AbleLight, its officers, agents, successors and assigns, from any and all actions, causes of action, claims, demands, damages, costs, interest,

expenses, attorney's fees, and compensation of any kind whatsoever, which is or could be claimed in connection with AbleLight's Appeal pending in Jefferson County Circuit Court Case No. 21-CV-0180.

3. Dismissal of Actions. The parties agree to execute and file with the Court a Stipulation and Order to Dismiss Jefferson County Circuit Court Case No. 21-CV-0180, with prejudice, and without costs to either party.

4. Attorney Fees. Each party shall be solely responsible for its own legal fees and costs incurred, with no contribution required from the other party.

5. Construction. The parties understand and agree that the laws of the State of Wisconsin shall govern the construction and interpretation of this Agreement.

6. Entire Agreement. This Agreement sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements, negotiations, representations, promises, or understandings between the parties hereto pertaining to the subject matter hereof. The parties acknowledge that no representation, promise or inducement has been made other than as set forth in this Agreement, and that each party enters into this Agreement without reliance upon any other representation, promise or inducement not set forth herein.

7. Authority to Bind. The undersigned individuals warrant that they are fully authorized to execute this Settlement Agreement and Release and to contractually bind to the terms of this Agreement the party on whose behalf they are signing. The undersigned further state that they have carefully read the foregoing document, discussed it with counsel, understand the contents thereof, and sign the same of their own free will.

Signed and sealed this \_\_\_\_ day of October, 2022.

ABLELIGHT, INC.

\_\_\_\_\_  
By: Jeffrey A. Kaczmariski  
Executive Vice President & Chief Legal Officer

Signed and sealed this \_\_\_\_ day of October, 2022.

CITY OF WATERTOWN

\_\_\_\_\_  
By: Emily McFarland, Mayor

# **RESOLUTION TO APPROVE DEVELOPMENT AGREEMENT BETWEEN CITY OF WATERTOWN, WISCONSIN AND HEARING PROTECTION, LLC D/B/A GRIFFIN ARMAMENT**

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

**WHEREAS,** Griffin currently owns and operates a manufacturing/production-oriented facility generally located at 801 South 12<sup>th</sup> Street in Watertown, Wisconsin; and,

**WHEREAS,** Griffen wishes to undertake extensive renovation and generally improve the existing facility and expects that the development project will increase the value of the property and the TIF District; and,

**WHEREAS,** the development project is consistent with the adopted project plan for the TIF District; and,

**WHEREAS,** the attached Development Agreement between the City of Watertown, Wisconsin and Hearing Protection, LLC d/b/a Griffin Armament for development in TID #7 has been considered and reviewed by all necessary City interests and deemed appropriate and in the best and vital interest of the City.

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

That based on the foregoing, and the objectives of the City with respect to TID #7 as established under Wis. Stats. 66.1105 and consistent with the aims and purposes thereof, the Mayor and the City Clerk are hereby authorized to sign, execute and implement the attached Development Agreement between the City of Watertown, Wisconsin and Hearing Protection, LLC d/b/a Griffin Armament.

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

ADOPTED October 18, 2022

CITY CLERK

APPROVED October 18, 2022

MAYOR

**Development Agreement**  
**Between**  
**City of Watertown, Wisconsin**

**And**  
**Hearing Protection, LLC D/B/A Griffin Armament**

Expansion and reconfiguration of existing facility consisting of an increase in square footage of approximately 28,000 square feet at existing facilities situated at 801 S. 12<sup>th</sup> Street on a parcel comprising approximately 2.01 acres in the City of Watertown, Jefferson County, Wisconsin.

**TAX INCREMENT DISTRICT NO. 7**  
**DEVELOPMENT AGREEMENT**  
**801 S. 12<sup>TH</sup> STREET, WATERTOWN WISCONSIN**

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2022, by and among the City of Watertown, a Wisconsin municipal corporation, (the "City") and Hearing Protection, LLC d/b/a Griffin Armament, a Wisconsin domestic limited liability company ("Griffin" also referred to as the "Developer").

**WITNESSETH:**

WHEREAS, Griffin currently owns and operates a manufacturing/production oriented facility (the "Existing Facility") generally located at 801 S. 12<sup>th</sup> Street in Watertown, Wisconsin on a parcel comprising approximately 2.83 acres, and, more particularly, located as described under Exhibit A attached hereto (the "Property") (PIN: 291-0815-1022-037); and

WHEREAS, subject to obtaining the financial assistance set forth herein, Griffin wishes to undertake extensive renovation, and, generally improve the Existing Facility by, expanding and reconfiguring said space, and, particularly, Green Properties, LLC Griffin Armament Addition Plan date of June 7, 2022, a copy of which is attached hereto and incorporated as Exhibit B, representing, approximately, an increase of 28,000 square feet, plus additional improvements and appurtenances as provided under Griffin's project submittals (the "Development Project" or "Project"); and

WHEREAS, the City formed Tax Incremental Finance District No. 7 (the "TIF District") as enabled under Wis. Ch. 66, which includes the Property; and

WHEREAS, Griffin expects that the Development Project will increase the value of the Property and the TIF District and provide other tangible benefits to the surrounding neighborhoods and to the City as a whole; and

WHEREAS, the Development Project is consistent with the adopted project plan for the TIF District; and

WHEREAS, the City desires to encourage economic development including the elimination of slum and blight, expand its tax base, and create new jobs within the City of Watertown, the TIF District, and the Property; and

WHEREAS, the City finds that the construction of the Project and fulfillment, generally, of the terms and conditions of this Agreement, are in the vital and best interests of the City and its residents, by serving public purposes in accordance with State and local law and further consistent with the City's most recently adopted Project Plan for the TIF District (the "TID Plan"); and

WHEREAS, Griffin has represented to the City, and, the City finds and determines that, but for the City's commitment and willingness to consider financial assistance to Griffin, the Project might not take place in the City and the City would not accomplish one or more of the objectives of the TID Plan; and

WHEREAS, the City is authorized to enter into contracts necessary and convenient to implement the purpose of the TIF District, including the ability to issue municipal revenue obligations for the purpose of expanding public infrastructure as provided in Wis. Stat. Section 66.0621; and

**NOW, THEREFORE** in consideration of the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Griffin and the City hereby mutually agree:

**ARTICLE 1**  
**PURPOSES-DEFINITIONS**

**Section 1.1. Purpose of Agreement.** The parties have agreed upon a general plan for the Development Project. The purpose of this Agreement is to formalize and record the understandings and undertakings of the parties and to provide a framework within which the redevelopment of the land will take place.

**Section 1.2. Definitions.** The terms listed below shall be defined for the purposes of this Agreement as follows. All terms that are in upper case but not defined in this Agreement and that are defined under the Tax Increment Law shall have the definitions assigned to such terms by the Tax Increment Law.

- 1.2.1. "Agreement"** means this Development Agreement, as the same may hereafter be from time to time modified, amended or supplemented in accordance with its terms.
- 1.2.2. "Base Value"** has the meaning set forth in Article 5 of this Agreement.
- 1.2.3. "City Payments"** means the City's financial support for the Project to be paid to Developer, as set forth in Section 4.4.1. below.
- 1.2.4. "City"** means the City of Watertown, a Wisconsin municipal corporation. The City may also be referred to as the City of Watertown.
- 1.2.5. "Developer"** means Hearing Protection, LLC d/b/a Griffin Armament and its successors and assigns.
- 1.2.6. "Development Project" or "Project"** means the overall construction of, Green Properties, LLC Griffin Armament Addition Plan date of June 7, 2022, a copy of which is incorporated as Exhibit B.

- 1.2.7.** "District Statutory Life" shall mean the maximum period of time the TIF District may remain in effect per the provisions of Wis. Stat. § 66.1105(6), as may be amended following the TIF Effective Date.
- 1.2.8.** "Existing Environmental Condition" means any Hazardous Substance and any other environmental condition existing at, on or under the Property as of the date of this Agreement.
- 1.2.9.** "Guaranteed Payment" means the amount to be paid by Developer as the difference, if any, between the amount of TIF Revenues and the amount of Bond Debt Service, for any year.
- 1.2.10.** "Hazardous Substance" shall mean any substance which is (i) defined under any Environmental Law as a hazardous substance, hazardous waste, hazardous material, pollutant, or contaminant, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof; (iii) hazardous, toxic, corrosive, flammable, explosive, infectious, radioactive, carcinogenic or a reproductive toxicant; or (iv) otherwise regulated pursuant to any environmental law.
- 1.2.11.** "Height Zone" means zones established by Chapter 211 of the Code of Ordinances of the City of Watertown, and are as shown on the map dated December 12, 2007, titled "Height Limitation Zone Map, Watertown Municipal Airport, Jefferson County, Wisconsin.
- 1.2.12.** "Incremental Value" has the meaning set forth in Section 3.5. of this Agreement.
- 1.2.13.** "Plans and Specifications" means the plans and specifications for the project to be prepared by Developer and approved by the City, including but not limited to Exhibit B.
- 1.2.14.** "Project Costs" means the costs specified in Wis. Stat. § 66.1105(2)(f) 1.a-L inclusive.
- 1.2.15.** "Projected incremental Value Total Tax Value" means Two Million One Hundred Seventy-Nine Thousand Three Hundred Forty dollars (\$2,179,340.00), which is the minimum Tax Value required following completion of the Project.
- 1.2.16.** "Property" means the property identified as Parcel Identification Number 291-0815-1022-037 in the City of Watertown, Jefferson County, Wisconsin as described on Exhibit A attached hereto.
- 1.2.17.** "Schedule" means the schedule prepared by the City pursuant to Section 4.4.3 of this Agreement.
- 1.2.18.** "Site Plan" means the specific physical layout of the Property as shown on Exhibit B attached hereto.
- 1.2.19.** "Subsequent Tax Year" means a tax year occurring after a year in which developer made a Guaranteed Payment.
- 1.2.20.** "Tax Increment Value" means the amount by which equalized value of real and personal property of the Property on January 1 of the year following Developer's receipt of an occupancy permit upon completion of the Development Project as determined by the City of Watertown Assessor exceeds the Tax Increment Base Value established for the Property. The equalized value is calculated by taking the assessed value reported by the City of Watertown Assessor that is certified by the State Department of Revenue times the aggregate ratio.
- 1.2.21.** "Tax Increment Revenue" means the personal and real property tax revenue (as defined in Wis. Stat. § 66.1105(2)(i)) and generated by the Project's Tax Increment Value.
- 1.2.22.** "Term" means December 1, 2022 until the earlier of the termination of TID 7 or December 31, 2035.
- 1.2.23.** "TID 7" means Tax Incremental District No. 7 created by City Resolution No. \_\_\_\_.

- 1.2.24. "Value" means full equalized fair market value of the real and personal property.
- 1.2.25. "WDNR" means the Wisconsin Department of Natural Resources.
- 1.2.26. "Zoning Code" or "Code" means Chapter 550 of the Code of Ordinances of the City of Watertown.

**ARTICLE 2**  
**DESCRIPTION OF DEVELOPMENT**

**Section 2.1. Project Description.** Upon the receipt of all necessary governmental approvals, Griffin agrees to construct the Project on the Property in accordance with the Site Plan attached hereto and marked as Exhibit B and those plans and documents submitted to the City for a Project building permit on or about \_\_\_\_\_, 2022 (subject to any alterations therein deemed necessary by City or State plan review or similar authorities). Griffin shall construct the Project, at its sole cost, peril and expense in strict accordance with this Agreement and in strict conformity with all City ordinances, resolutions, policies, insurability or bondability requirements, and similarly applicable or impacted governmental regulations. The estimated cost to Griffin of the Project (cost of design and construction (all taxes and incidentals, included)) is, projected upon Griffin's representations, to be Five Million Six Hundred Thousand dollars (\$5,600,000.00) generally consistent with Exhibit B, attached hereto and incorporated by reference. The parties presently estimate that following completion of the Project, the Property will have an equalized assessed value for real property tax purposes, as of January 1, 2024, no less than Two Million One Hundred Seventy-nine Thousand Three hundred forty dollars (\$2,179,340.00). Griffin shall use all reasonable and good faith efforts to substantially complete the Project's construction on or before June 30, 2023.

**Section 2.2. TIF Proceeds.** As used herein, the following terms shall have the following meaning:

- 2.2.1. "Project's Tax Increment" shall mean the Tax Increment actually received by the City from taxes levied on the Property and as directly and exclusively attributable to increases in the improvement value by way of the Project.
- 2.2.2. "Available Tax Increment" shall mean the Project's Tax Increment provided that the actual assessed value as of January 1, 2024, meets or exceeds the Incremental Value, which is that amount equal to or in excess of Two Million One Hundred Seventy-Nine Thousand Three Hundred Forty dollars (\$2,179,340.00) of actual equalized assessed value is met or surpassed as of January 1, 2024.

**Section 2.3.** In order to induce Griffin to undertake the Project, the City agrees to provide an incentive for the Project of up to, but not to exceed, Six Hundred Fifty Thousand dollars (\$650,000.00) towards the payment of the Project's eligible costs in the form of a Municipal Revenue Obligation as further provided for herein (the "TIF Grant"). The TIF Grant shall be used by Griffin only to reimburse Griffin for the eligible costs and expenses incurred by Griffin in connection with the Project as set forth in the attached Exhibit B.

**Section 2.4.** Following Project completion and the issuance of occupancy permits and/or similar or related inspection or building and safety approvals with respect to any/all commercial or manufacturing occupiable structure(s) arising by way of the Project, and, pursuant to amount of the TIF Grant payable to Griffin in the form attached hereto as Exhibit D (the "MRO"). The MRO shall be a special and limited

obligation of the City subject to annual appropriation by the City, shall not be a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the MRO. As is further provided for in Sections 2.5. and 2.6., below, the City shall pay amounts due to Griffin under the MRO over time from the Available Tax Increment pursuant and according, exclusively, to the MRO, attached hereto and incorporated by reference. Payments of the amounts due under the MRO are subject to annual appropriation by the City. Griffin shall receive payments from the City on the MRO within sixty (60) days of the City's receipt of full payment of all of the real and personal property taxes levied against the Property, provided such payments are made in a timely manner in accordance with Section 2.8., hereof.

**Section 2.5.** In each calendar year commencing 2024 and ending no later than January 1, 2036, and, then, only, assuming any sums are then owing to Griffin pursuant to terms hereunder (or, if earlier, when all of the TIF Grant has been repaid by the City), the Project's Tax Increment shall, subject to annual appropriations by the Common Council, be allocated as follows:

- 2.5.1. If the Project does not generate Available Tax Increment in any calendar year, the City shall make no payments whatsoever under the MRO for such calendar year and there shall be no deferral of the obligation to pay under the MRO for such calendar year. If the Project generates Available Tax Increment in any calendar year, Griffin shall receive payments under the MRO, subject to the other terms and conditions of this Agreement, in a sum equal to exactly 75% of the Project's Available Tax Increment generated for such calendar year.
- 2.5.2. The MRO shall be issued no sooner, nor later, than calendar 2024 and within thirty (30) days of the City's receipt of a written request for the same submitted by Griffin, which request shall attest that all of the following contingencies have been satisfied in their entirety: (1) all property taxes for the Property for tax year 2023 (payable in 2023/2024) and all preceding years have been paid in full, and (2) all phases of work on the Project as described on Exhibit B have been substantially completed and an occupancy permit has been issued for the addition, which shall not be unreasonably delayed by the City.
- 2.5.3. The first payment under the MRO shall be due and payable immediately upon the issuance of the MRO. The first payment shall be 75% of the Available Tax Increment from the Project's Tax Increment paid for tax year 2023 (due in 2023/2024). Regardless of the amount of the first payment, including non-payment in the event there is insufficient Available Tax Increment, 2024 shall be deemed to be the first payment year under the MRO.

Subject to the provisions of this Agreement, the City agrees that it shall take no action to dissolve the TIF district prior to full payment under the MRO, or, December 31, 2035, whichever comes first.

**Section 2.6.** Only the Available Tax Increment, and no other property, revenue, or asset of the City, shall be used to pay the MRO. If there is no Available Tax Increment during any year, the City shall have no obligation to pay any amount for that year under the MRO, and same shall not become a deferral of the City's obligation to pay and such amount for that tax year, but, rather, any such monetary obligation that would have otherwise arisen under this Agreement is entirely forgiven and discharged; such failure shall not constitute a default under this Agreement nor under the MRO. Griffin acknowledges that, subject to the provisions of this Agreement if, as of December 31, 2035, the amount of the Available Tax Increment paid under this Agreement proved insufficient to make all the payments due under the MRO,

the City shall nevertheless have no obligation or liability for said unpaid amounts otherwise due or anticipated by Griffin and said unpaid amounts shall be unconditionally discharged and forgiven.

**Section 2.7.** Nothing herein shall prohibit the City from prepaying all or a portion of the outstanding balance of the MRO at any time, at par and without penalty.

**Section 2.8.** Griffin covenants and agrees that it shall pay in full all taxes levied on the real and personal property of the Property at the time said taxes are due. Failure to pay said taxes in a timely manner shall constitute an event of default as provided under Section 7, hereof, and, such default may be made curable only upon the sole and exclusive discretion of the City and, then, only upon writing confirming as such and containing the signature of the Mayor and countersignature of the City Clerk.

**Section 2.9. Use of the TIF Loan Proceeds.** The proceeds of the TIF Grant shall be utilized for reimbursement of eligible project costs (as defined in Wis. Stat. Section 66.1105(2)(f)) in furtherance of the development of the TIF District, as incurred by Griffin. Griffin agrees to maintain records of the costs and expenses it incurs in connection with the Project's development for at least five (5) years following the month and year of the Project's substantial completion as solely and exclusively determined by the City. Subject to any reasonable confidentiality restrictions that Griffin may desire, and which are permitted under Wisconsin law, Griffin shall make such records available to the City upon the City's written request and to the public in compliance with Wis. Ch. 19 (Public Records law).

**Section 2.10. Obligations/Payments.**

- 2.10.1.** Griffin's obligations hereunder shall be personal to Griffin and shall not be assigned without the prior approval of the City per the provisions of Section 9.3., hereof.
- 2.10.2.** Griffin shall spend, in readily verifiable manner, no less than eighty percent (80%) of that sum identified in Section 2.1. as the estimated cost for the Project prior to, or upon, substantial completion of the Project such that an occupancy permit has been issued for the addition, which shall not be unreasonably delayed by the City, and in full compliance with Section 3 and the records availability requirements thereunder.
- 2.10.3.** Griffin unconditionally agrees not to contest, challenge, appeal or protest the Property's assessed value to an amount less than the Estimated Total Value in each year as shown on Exhibit C.

**ARTICLE 3  
UNDERTAKINGS OF THE DEVELOPER**

**Section 3.1.** Griffin shall build (or cause to be built) an approximate 39,606 sq. ft. addition consisting of a two (2) story office, manufacturing and shooting range on the Property. The Project will be developed under the Plans and Specifications approved by the City, such approval not to be unreasonably withheld or delayed.

**Section 3.2.** Griffin's Cost shall be a minimum ("Minimum Development Cost") of Five Million One Hundred Thousand dollars (\$5,100,000.00) in order for Developer to be eligible to receive assistance from the City per the provisions of Article 4.4.

**Section 3.3.** Griffin shall commence construction of the Project within sixty (60) days of receipt of all approvals from the City for the Project.

**Section 3.4.** Griffin shall pursue construction activities on the Property and shall complete the Project, so as to obtain occupancy permits by December 31, 2023.

**Section 3.5.** Griffin projects that the equalized Incremental Value of the Property will be not less than Two Million One Hundred Seventy-Nine Thousand Three Hundred Forty dollars (\$2,179,340.00), and that said Value will increase by an average minimum of one percent (1.00%) annually during the Term of this Agreement.

**Section 3.6.** Developer agrees to develop the Property and to construct all buildings and structures thereon in accordance with the Plans and Specifications, as filed and approved in final form by the City. However, during the progress of the Project, Developer may make changes to the Plans and Specifications as may be in furtherance of the general objectives of the Plans and Specifications and this Agreement and as site conditions or other issues of feasibility may dictate to further the Developer's development objectives; provided, however, any such change shall comply with all applicable laws of the City and Griffin may not make any material change to the size, design or structure without the written consent of the City (not to be unreasonably withheld, conditioned or delayed.) The City agrees to consider and approve or reject any proposed change within thirty (30) days after submittal by the Developer to the City or such consideration is deemed rejected. Such requests for approval shall be submitted to the City Clerk, as representative of the City.

**Section 3.7.** The tax increments and revenue projections delineated on the attached Schedule (Exhibit C) are projected to be generated from the Project, pursuant to the current TIF 7 Plan and this Development Agreement. These projections are included for illustrative purposes only. The actual Schedule produced by the City under Section 4.4.3. of this Agreement shall govern all payments made to City by Developer in any given subsequent tax year.

**Section 3.8.** Easements on the Property for municipally owned storm sewer and water mains shall be granted to the City or its designee where necessary, by mutually agreed upon separate document or pursuant to a CSM, in accordance with detailed utility plans approved by the City Engineer, or designee.

**Section 3.9.** No future structures, including but not limited to utility buildings and tool sheds, shall be constructed or installed on any portion of the Property without City's approval, which approval shall not be unreasonably withheld or delayed. The definition of structure shall be the definition contained within the City's Zoning Code.

**Section 3.10.** Griffin agrees to make improvements to the Project as shown on Exhibit B in accordance with the approved Plans and Specifications described in Exhibit B. Griffin agrees to maintain the Project in code compliance for as long as it owns the Property.

**Section 3.11.** Griffin will make connections to existing public water and sewer mains as needed according to City specifications. Griffin agrees to repair all sidewalk, curb and gutter, and street and restore all landscape areas within the public right-of-way upon making those connections.

**Section 3.12.** Griffin will remove curb cuts and aprons where existing driveways will not be utilized as part of the Project and replace the curb cut with a full curb section to match the existing curb detail. Griffin will landscape the terraces upon apron removal.

**Section 3.13.** Griffin will use due care when constructing near the existing storm sewers. If at any time during Griffin’s ownership of the Property the structure of the storm sewer is damaged by a driveway over the storm sewer, Griffin will restore the storm sewer so as to provide an adequate structure to allow vehicular traffic over the storm sewer without reducing the capacity of the storm sewer.

**Section 3.14.** Griffin shall timely pay its real estate taxes and personal property taxes against the Property prior to delinquency.

**Section 3.15.** Griffin’s obligations hereunder shall be personal to Griffin and shall not be assigned without the prior approval of the City per the provisions of Section 9.3., hereof.

**Section 3.16.** Griffin agrees not to seek tax exempt status for any portion of the Property or to convey any portion of the Property to an entity that at the time of conveyance would result in the Property qualifying for tax exempt status without the prior approval of the City per the provisions of Section 9.2., hereof.

**Section 3.17.** Griffin shall not cause a reduction in the real estate taxes or personal property taxes payable on any of the Property through willful destruction of any improvements it makes on the Property.

**ARTICLE 4**  
**UNDERTAKINGS OF THE CITY**

**Section 4.1.** The City shall appropriate sufficient funds for the performance of its obligations under this Agreement as described in this section.

**Section 4.2.** The City shall reasonably cooperate with Developer throughout the implementation of the Development Project and shall promptly review and/or process all submissions and applications in accordance with applicable City ordinances.

**Section 4.3.** The City has created TID 7 and adopted Res. No. \_\_\_\_\_ on \_\_\_\_\_, authorizing the funds from TID 7 to support the Development Project at the Property.

**Section 4.4. Payments from the City.** Subject to all the terms, covenants and conditions of the Agreement and applicable provisions of law, and as inducement by the City to Developer to carry out the Development Project, the City will provide payments to the Developer to assist with the Project Costs.

- 4.4.1.** Subject to all of the terms, covenants and conditions of the Agreement and applicable provisions of law, and as an inducement by the City to Developer to carry out Development Project, the City will provide payments to the Developer solely from future tax increments from the Property only to assist with Project Costs. The City's total contribution for Project Costs shall be limited to a maximum of the Total TIF Increment payable per the provisions of Section 4.4.3, below.
- 4.4.2.** Following completion of and the issuance of occupancy permits for the entire Development Project, and pursuant to Wis. Stat. § 66.0621, the City shall issue a Municipal Revenue Obligation ("MRO"), as and for the TIF Grant, in the amount of the Total TIF Increment payable to Developer in the form attached hereto as Exhibit D. The MRO shall be a special and limited obligation of the City subject to annual appropriation by the City, shall not be a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the MRO. As is further provided for in Section 4.4.3., below, the City shall pay amounts due to Developer under the MRO over time from the Tax Increment Revenue.
- 4.4.3.** The City's Contribution for Project Costs shall be limited to a maximum amount of Six Hundred Fifty Thousand dollars (\$650,000.00) ("Total TIF Increment"), payable in installments over the life of the District, as provided hereunder. No interest shall accrue on the City's Contribution. The City's Contribution may be prepaid at any time, but until paid in full, the payments will be provided to the Developer as follows: Each year beginning no later than October 15 of the first year for which the Developer pays in full the taxes on the Project's Minimum Total Tax Value following completion have been received by the City and continuing no later than each October 15 thereafter that Griffin pays in full the taxes on the Project's Minimum Total Tax Value for a period not to exceed the end of the life of the District, the City will make payments under the MRO to the Developer in an amount equal to seventy-five percent (75%) of the Project's Tax Increment Revenue received by the City in that year provided that the Incremental Value of the Development Project exceeds the value defined in Section 3.5.
- 4.4.4.** The City shall reasonably cooperate with Developer's lender's requests for collateral assignment of this Agreement and the City Contribution as part of Developer's Project construction loans.

**Section 4.5.** Upon request by the City, the Developer shall review with City personnel, and provide copies of original invoice documentation, and other documentation reasonably requested by the City, establishing to the reasonable satisfaction of the City that the Developer has incurred and paid Project Costs in an amount of at least the Minimum Development Costs as described in Section 3.2. above for the Project for documentary support of the City's Contribution from Tax Increment Revenue. In addition, the Developer shall review with City personnel, and provide an original fully executed sworn affidavit, from the Project's architect or general contractor certifying that the actual amount spent on eligible Project

Costs at the conclusion of construction of the Project equaled or exceeded the Minimum Development Costs as described in Section 3.2., and prior to the payment of the first installment of the City Contribution.

**Section 4.6.** Developer hereby acknowledges that the City Contribution, as evidenced by this Agreement, shall be a special and limited obligation of the City and not a general obligation. As a result of the special and limited nature of the City’s obligation to pay the City Contribution, Developer’s recovery of the full amount of the City Contribution depends on factors including, but not limited to, future mill rates, changes in the assessed value of a Development Project, the failure of the Development Project to generate the Tax Increment Revenue at the rate expected by Developer, changes in the Tax Increment Law, and other factors beyond the City’s and/or Developer’s control.

**Section 4.7. City’s Covenants.** City covenants to Developer that until the City Contribution has been paid in full, or a sum sufficient to pay off the City Contribution has been set aside to cover payment of the City Contribution, the City shall not close the TIF District prior to the end of the District’s Statutory Life. Upon the end of the District’s Statutory Life, or payment in full of (or a sum sufficient set aside to pay in full) the City Contribution, the City will be entitled to close the TIF District and no liability shall remain from the City to the Developer upon expiration of the TIF District.

ARTICLE 5  
PROPERTY BASE VALUE

**Section 5.1 Base Value.** City represents and agrees that the full equalized base value of the Property is Five Hundred Ninety-Five Thousand One Hundred dollars (\$595,100.00) (“Base Value”). Any Value of the Property above Five Hundred Ninety-Five Thousand One Hundred dollars (\$595,100.00) is incremental value (“Incremental Value”). All taxes paid on Incremental Value are part of Tax Increment Revenue.

ARTICLE 6  
COVENANTS RUNNING WITH THE LAND

**Section 6.1 Covenants.** This Agreement constitutes the entire Agreement between the Parties, and all provisions of this Agreement shall be deemed to be covenants running with the land described on Exhibit A and shall be binding upon successors and assigns for the Term of this Agreement.

ARTICLE 7  
REMEDIES

**Section 7.1. Time of the Essence.** Time is of the essence as to all dates under this Agreement.

**Section 7.2. Event of Default.** In the event any Party defaults under this Agreement, which default is not cured within thirty (30) days after written notice thereof to the defaulting Party or within such extended period required to cure the default, provided cure efforts are undertaken in good faith within the thirty (30) period and the defaulting Party is diligently pursuing such cure, the nondefaulting Party shall have all rights and remedies available under law or equity with respect to the default, except as otherwise set forth in this Agreement. In the event of any default by any Party in making a payment required to another Party, the cure period for such monetary default shall be ten (10) days after delivery

of notice thereof. In addition, and without limitation, any of the Parties shall have the following specific rights and remedies following such notice and failure to cure:

- a. Injunctive relief;
- b. Action for specific performance; and
- c. Action for money damages.

Notwithstanding the foregoing, in no event may City exercise or seek any rights of injunction or specific performance for Developer's failure to commence the Project.

**Section 7.3. Reimbursement.** Any amounts expended by the nondefaulting Party in enforcing this Agreement including reasonable attorneys' fees, together with interest provided for below, shall be reimbursed or paid to the nondefaulting Party which prevails in any such enforcement.

**Section 7.4. Interest.** Interest shall accrue on all amounts required to be reimbursed by the defaulting Party to the nondefaulting Party at the Prime Rate as established from time to time by Bank of America, N.A. plus two percent (2%) per annum, from the date of payment by the nondefaulting party until the date reimbursed in full with accrued interest.

**Section 7.5. Remedies are Cumulative.** Except as specified in this Agreement, all remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.

**Section 7.6. Failure to Enforce Not Waiver.** Failure to enforce any provision contained herein shall not be deemed a waiver of that Party's rights to enforce such provision or any other provision in the event of a subsequent default.

**ARTICLE 8  
INSURANCE**

**Section 8.1** Developer, its contractors, lessees, successors and assigns, shall, during their occupancy or ownership of the Property, purchase or cause to be purchased and continuously maintained in effect, insurance against such risks, both generally and specifically, with respect to the private development, as are customarily insured against in developments of like size and character including, but not limited to: Casualty Insurance, Comprehensive General Liability Insurance, Physical Damage Insurance, Builders' Risk Insurance and all other forms of insurance reasonably required generally by the State of Wisconsin for entities such as the Owner and any Lessees from time to time during the construction and operation of the Property. Such insurance shall be maintained in amounts and with terms of coverage generally customary to such Property. Such insurance shall name City as an additional insured as its interest may appear, except on any policy of Liability Insurance.

**Section 8.2** In the event the Property is damaged or partially or fully destroyed, Developer shall cause the insurance proceeds from such loss to be used to promptly repair and restore the Property to its original condition.

**ARTICLE 9  
WRITTEN NOTICES AND MISCELLANEOUS**

**Section 9.1 Notices and Demands.** Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

**FOR THE CITY:**

City of Watertown  
Office of the Finance Director/Treasurer  
106 Jones Street  
Watertown, WI 53094  
Attention: Mark Stevens  
[mstevens@cityofwatertown.org](mailto:mstevens@cityofwatertown.org)

**With a copy to:**

City of Watertown  
City Attorney's Office  
106 Jones Street  
Watertown, WI 53094  
Attention: Attorney Steven T. Chesebro  
[schesebro@cityofwatertown.org](mailto:schesebro@cityofwatertown.org)

**TO THE DEVELOPER:**

Hearing Protection, LLC d/b/a Griffin Armament  
c/o Evan Green  
801 S. 12<sup>th</sup> St.  
Watertown, WI 53094-6723  
[evan@griffenarmament.com](mailto:evan@griffenarmament.com)

**With a copy to:**

DeWitt LLP  
2391 Holmgren Way  
Green Bay, WI 54304  
Attention: Attorney Terry J. Gerbers  
[tgerbers@dewittllp.com](mailto:tgerbers@dewittllp.com)

**Section 9.2. Restrictions of Sale, Transfer, Conveyance and Ownership.** During the Term of this Agreement, neither Developer nor any future owner shall use, sell, transfer or convey ownership of any of the Property to any person or entity in any manner which would render all or any part of the Property exempt from real property taxation, or would render the personal property located on any of the Property exempt from personal property taxation, without the prior written consent of the City. This obligation shall survive until the termination and closure of TID 7 under this Agreement. In the event Developer

receives an exemption from general real estate taxes, such may be deemed an event of default hereunder and City may exercise its rights under the Remedies clauses in Article 7 of this Agreement. Developer shall execute and record deed restrictions effectuating this provision.

**Section 9.3. Warranty of Developer; Non-Transferability.** The City has entered into this Agreement with Developer, on the basis of the identity of the General Partner(s), and on the strength of their experience. Therefore, Developer hereby warrants and represents to the City that the General Partner(s) of Developer are as shown on Exhibit E. During the Term, Developer may not change General Partner(s) without the prior written consent of the City, which shall not be unreasonably denied, delayed or conditioned. During the Term, Developer shall not change management of the Property from the General Partner(s) without the prior written consent of the City, which consent shall not be unreasonably withheld. Any prohibited transfers under this Section, which have been made without securing the prior written consent of the City shall be considered an event of Default hereunder. In any event, any permitted or subsequent transferee hereunder must agree to be bound by the terms of this Development Agreement.

**Section 9.4. Non-Discrimination Agreement.** The Developer agrees that neither the Property nor any portion thereof, shall be sold to, leased or used by any Party in a manner to permit discrimination or restriction on the basis of race, creed, ethnic origin or identity, color, gender, religion, marital status, age, handicap, or national origin and that construction, redevelopment, improvement, and operation of the Development shall be in compliance with all effective laws, ordinances and regulations relating to discrimination or any of the foregoing grounds.

**Section 9.5. No Third-Party Beneficiaries.** This Agreement is made solely for the benefit of the Parties hereto and their permitted assignees, and no other Party shall acquire or have any rights under this Agreement or by virtue of this Agreement.

**Section 9.6. Force Majeure.** As used herein, the term "Force Majeure" shall mean any accident, breakage, war, insurrection, civil commotion, riot, act of terror, act of God or the elements, governmental action (except for governmental action by the City with respect to obligations of the City under this Agreement), alteration, strike or lockout, picketing (whether legal or illegal), inability of a Party or its agents or contractors, as applicable, to obtain fuel or supplies, unusual weather conditions, or any other cause or causes beyond the reasonable control of such Party or its agents or contractors, as applicable. No Party to this Agreement shall be in default hereunder for so long as such party or its agents and contractors, if applicable, are prevented from performing any of its obligations hereunder due to a Force Majeure occurrence.

**Section 9.7. Law Governing.** The laws of the State of Wisconsin shall govern this Agreement. In the event of a dispute involving this Agreement, the Parties agree that venue shall be in Jefferson County, Wisconsin, Circuit Court.

**Section 9.8. Execution in Multiple Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**Section 9.9. Amendment.** This Agreement may be rescinded, modified or amended, in whole or in part, by mutual agreement of the Parties hereto, their successors and/or assigns, in writing signed by all Parties.

**Section 9.10. Severability of Provisions.** If any provision of this Agreement shall be held or deemed to be inoperative or unenforceable as applied in any particular case in any jurisdiction because it conflicts with any other provision or provisions of this Agreement or any constitution or statute or rule of public policy, or for any other reason, then such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein invalid, inoperative, or unenforceable to any extent whatever. To the maximum extent possible, this Agreement shall be construed in a manner consistent with the powers of the City, including, but not limited to, their powers under the Tax Increment Law, § 66.1105, Wis. Stats., to achieve its intended purpose.

**Section 9.11. Recording and Survival.** The City shall record this Agreement against the Property with the Register of Deeds for Jefferson County, at the Developer's expense. All the terms and conditions of this Agreement shall survive the execution of this Agreement and the making of grants hereunder. This Agreement shall run with the land and be binding upon Developer and all of Developer's successors in interest. Every reference to Developer herein shall be a reference to Developer and all of Developer's successors in interest, including tax-exempt entities. This Agreement shall expire on the date of termination of the TIF District.

**Section 9.12. Reservation of Rights.** Nothing in this Agreement shall be construed to be a waiver or modification of the governmental immunities or notice requirements imposed by Wis. Stat. § 893.80 or any other law.

**Section 9.13. Vested Rights.** Except as provided by law, or as expressly provided in the Agreement, no vested rights to develop the Project shall inure to Developer by virtue of this Agreement. Nor does the City warrant that Developer is entitled to any other approvals required for the construction of the Project as a result of this Agreement.

**Section 9.14. Recitals.** The representations and recitations set forth in Recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this paragraph, subject to all of the terms and conditions in the balance of this Agreement.

**Section 9.15. Construction.** The Parties acknowledge and represent that this Agreement has been the subject of negotiation by all Parties and that all Parties together shall be construed to be the drafter hereof and this Agreement shall not be construed against any Party individually as drafter.

**Section 9.16. Representation.** The Developer acknowledges that it has either had the assistance of legal counsel in the negotiation, review, and execution of this Agreement, or has voluntarily waived the opportunity to do so; that it has read and understood each of this Agreement's terms, conditions, and

provisions, and their effects; and that it has executed this Agreement freely and not under conditions of duress.

**Section 9.17. Authority.** The individuals executing this Agreement on behalf of the Developer warrant and represent that they are duly authorized to bind the Developer to this Agreement. Developer warrants and represents that the execution of this Agreement is not prohibited by the Developer’s articles of incorporation, by-laws, operating agreement, or other internal operating orders, or by any applicable law, regulation or court order. Developer shall provide proof upon request.

**Section 9.18. Indemnification.** Subject to the limitation described herein and except for any misrepresentation or any misconduct of any of the indemnified Parties, Developer and or its contractors shall indemnify, save harmless and defend the City and its respective officers, agents, and employees from and against any and all liability, suits, actions, claims, demands, losses, costs, damages, and expenses of every kind and description, including reasonable attorney costs and fees, for claims of any kind including liability and expenses in connection with the loss of life, personal injury or damage to property, or any of them brought (i) because of any Default or (ii) because of any injuries or damages received or sustained by any persons or property on account of or arising out of the construction and/or operations of the Project and the Property to the extent caused by the negligence or willful misconduct on Developer’s part or on the part of its agents, contractors, subcontractors, invitees or employees, at any time. This Section shall survive termination of this Agreement.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CITY OF WATERTOWN:

DEVELOPER:

BY: \_\_\_\_\_  
Emily McFarland, Mayor

BY: Evan Abraham

ATTEST:

BY: \_\_\_\_\_  
Megan Dunneisen, City Clerk

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) of Emily McFarland, Mayor and  
Megan Dunneisen, City Clerk, authenticated this  
\_\_\_\_\_ day of \_\_\_\_\_, 2022.

State of Wisconsin )  
County of Jefferson ss.

\_\_\_\_\_  
Steven T. Chesebro  
Title: Member State Bar of Wisconsin

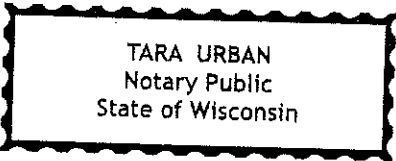
Personally came before me this 11 day of  
October, 2022 the above-named ,  
Evan Abraham  
Reis-Green who acknowledged that he as  
developer, being authorized to do so,  
executed the foregoing instrument on behalf of ."

I hereby certify that the necessary funds have been  
provided to pay the liability incurred by the City of  
Watertown on the within Agreement.

Tara Urban  
Notary Public, \_\_\_\_\_ County, Wisconsin  
My Commission expires: 7/15/25

\_\_\_\_\_  
Mark Stevens  
Finance Director/Treasurer

APPROVED AS TO FORM:



\_\_\_\_\_  
Steven T. Chesebro, City Attorney

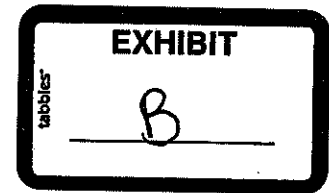
**EXHIBIT "A"****Legal Description**

THAT PART OF SW ¼ OF SECTION 10, TOWNSHIP 8 NORTH, RANGE 15 EAST,  
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT MONUMENT AT THE SW CORNER OF THE NW ¼ SAID SECTION 10; THENCE NORTHERLY ALONG WEST LINE OF SAID SECTION 10, 4052.36 (4053.40) FEET; THENCE S89°10'31"E, 168.14 (167.50) FEET, ALSO BEING THE NORTH LINE OF CLARK STREET, FOR THE POINT OF BEGINNING; THENCE CONTINUING S89°10'31"E, 92.16 (92.55) FEET; THENCE N00°14'58"E, A DISTANCE OF 621.12 FEET TO THE NORTH LINE OF LOT 2 IN SAID CERTIFIED MAP NO. 4590; THENCE N88°48'13"W ALONG NORTH LINE OF SAID LOT 2, A DISTANCE OF 11.00 FEET TO THE NORTHEAST CORNER OF LOT 1 IN SAID CERTIFIED MAP NO. 4590; THENCE S00°15'01"W, A DISTANCE OF 395.93 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE N88°52'41"W ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 223.18 FEET TO SOUTHWEST CORNER OF SAID LOT 1; THENCE S00°15'06"W, A DISTANCE OF 66.01 FEET; THENCE S88°52'45"E, A DISTANCE OF 140.58 FEET; THENCE S00°16'22"E, A DISTANCE OF 159.70 (159.54) FEET TO THE POINT OF BEGINNING, CITY OF WATERTOWN, JEFFERSON COUNTY WISCONSIN.

Part of Tax Keys: 28-291-0815-1022-033 and 28-291-0815-1022-034





Proposal for  
**Design/Build Services**

Prepared for

**Green Properties, LLC  
Griffin Armament Addition**

Matt Ritter

Project Executive

920.371.3462

[mritter@baylandbuildings.com](mailto:mritter@baylandbuildings.com)

The logo for Bayland Buildings, Inc. features the word "BAYLAND" in a bold, sans-serif font inside a black rectangular box, followed by "BUILDINGS, INC." in a similar font. The background of the entire page features a large, stylized graphic of a person wearing a hard hat and safety glasses, looking down. The person is rendered in a dark, textured style. The logo is positioned over the lower part of this graphic.

**BAYLAND BUILDINGS, INC.**

Think Smart. Build Smart. | Employee Owned

920.498.9300 [www.baylandbuildings.com](http://www.baylandbuildings.com)  
PO Box 13571 Green Bay, WI 54307

# PROPOSAL/CONTRACT

Date: July 26, 2022

Owner: Green Properties, LLC  
 Contact: Austin and Even Green  
 Billing Address: 801 S. 12<sup>th</sup> St.  
 Watertown, WI 53094  
 Phone: 262-200-0003  
 Mobile: Austin: 262-613-8984  
 Evan: 262-899-0844  
 E-MAIL: evan@griffinarmament.com  
 Preliminary #: 22-2595  
 Plan Date: June 7, 2022  
 Jobsite Address: 801 S. 12<sup>th</sup> St.  
 Watertown, WI 53094  
 Project Executive: Matt Ritter

**Project Summary:** 39,606 sq. ft. addition consisting of a (2) story office, manufacturing and shooting range.

Prior to execution by both parties, this document is a proposal from Design/Builder to the Owner relating to the construction of proposed buildings and/or improvements on the real estate located at the above noted Jobsite Address. Upon execution by Owner this proposal shall become the governing agreement between the parties related to the defined projects, which is entered into in consideration of the mutual promises and covenants contained herein supplemented and/or modified by the parties in writing unless otherwise specified herein the following terms and servies and materials are included in the "Base Total" set forth on page 27.

## 1000 – GENERAL CONDITIONS

### 1002 – TERMS

1. The term "Owner" or "Customer" as used in this contract is understood to be the Owner of the property or its agent as noted above and in execution of this document.
  - a. By signature of company agent or tenant of the Owner is a representation that the agent or tenant represent he/she has the authority to enter into this contract on behalf of the Owner.
2. The Owner represents that "Jobsite address" as noted herein is the physical location for the work to be performed. Additionally, the Owner represents they do hold, or will hold title to the real estate prior to construction commencing.
3. The term "Design/Builder" or "General Contractor" as used in this contract is understood to be Bayland Buildings, Inc.
4. The term "Contractor" or "Subcontractor" used in this contract is understood to be Contractors hired by Bayland Buildings, Inc. to perform certain scopes of work as identified herein.

2 of 30

**1010 – PLANS**

1. Architectural and engineering design services for construction drawings and state submittals are included.
2. All structural engineering shall be completed by a registered engineer.
3. **It is assumed that the existing building framing conforms to the commercial building code. Any discovery of nonconformance will require further investigation at an additional cost to the Owner of which is not included in this proposal. We have not done an evaluation of existing conditions structural adequacy unless specifically noted.**
4. Mechanical and electrical construction documents are to be provided by mechanical contractors with Owner approval of MEP plans.

**1030 – CIVIL DESIGN**

1. Civil design shall include drainage plan, storm water management plans, permits, as built survey, erosion control plans, landscaping plans and site utilities.

**1065 – PERMITS**

1. Architectural, engineering services, and permit fee as needed for state approved drawings by Bayland Buildings, Inc.
  2. Local building permits by Bayland Buildings, Inc.
  3. Site plan review fee by Bayland Buildings, Inc.
- NOTE:** Signage approval/permitting is by Owner or approved sign company.
4. Electrical and mechanical permits, state and local by the individual MEP contractors.
  5. Any municipal assessment charges for street or other upgrades to be paid by Owner.
  6. No city or village impact fees are included.
- NOTE:** All concrete will be placed in a professional manner, according to industry standards.
- NOTE:** All concrete will be saw cut or tooled to help control future cracking.
- NOTE:** Any discrepancies from the state/local review of the engineering, architectural design or state approval will be reviewed with the Owner and may result in additional charges.
- NOTE:** Any additional storm sewer design required by the municipality involved will be an additional charge to the Owner.
- NOTE:** Construction site storm water discharge inspection and monitoring to be done by others. (If excavating is not in Bayland Buildings, Inc. contract.)
- NOTE:** An exact exterior and interior color match on additions and remodel projects is not guaranteed.

#### 1110 – PROJECT MANAGER

1. Bayland Buildings, Inc. assumes the role of Project Manager and as the General Contractor in this proposal, qualified supervision throughout the project shall include a Project Manager, Superintendent, On-Site Foreman, and In-House Service's Expeditor. Workmanship shall be completed in a professional-like manner in accordance with industry standard practice.
2. **Superintendent will assist with Owner-direct hired subcontractors for scheduling purposes. All Owner subcontracted work and workmanship is not the responsibility of Bayland Buildings, Inc.**

#### 1180 – SURVEY AND LAYOUT

1. The Owner shall furnish a certified land survey showing boundaries, legal description, deed restrictions, improvements, utility easements or any restrictive covenants, etc. for the property upon which the building shall be constructed.
2. Construction staking for building structure and parking area to be professionally laid out. Digger's Hotline shall be notified by the proper trades for any underground digging.

**NOTE:** It is the responsibility of the Owner to locate any private underground utilities that were not publicly recorded. Relocating of any unmarked utilities may deem an additional charge.

#### 1210 – TEMPORARY REQUIREMENTS

1. The contractor shall furnish temporary job office and job identification sign if needed.

#### 1267 – WINTER CONDITIONS

1. Allowance of \$20,000.00 is included in proposal, specifically for the winter conditions below:
  - Blanket covering for footing and foundation.
  - Temporary heaters and fans to heat building.
  - Ground thaw equipment.
  - Tenting and heating for masonry work.
  - Snow removal as needed.
  - Provide hot water and heated materials for concrete.
  - Natural gas or propane for winter construction.

#### 1300 – UTILITIES

1. All utility charges not provided in 1267-Winter Conditions for temporary or permanent service (electric, water, water meter, gas, phone, data service, security system, or fire protection system) from the utility company or municipality including utility usage during construction to be paid by Owner.

#### 1340 – TEMPORARY TOILETS

1. Temporary sanitation shall be included for all trades for the duration of the project.

**1410 – CONSTRUCTION CLEAN UP**

1. At projects' end, Bayland Buildings, Inc. will have the complete project professionally cleaned, including windows and doors for the office area.
2. At projects' end, Bayland Buildings, Inc. will turn over building in broom clean condition for the manufacturing area.

**1430 – DUMPSTERS**

1. Waste and construction debris clean-up will be included by Bayland Buildings, Inc. for their portion of work. A dumpster will be located at site during construction. Disposal for construction debris is included.

**1510 – EQUIPMENT**

1. All equipment required (for the duration of the project) for construction and safety by Bayland Buildings, Inc. portion of contract is included.
2. Equipment and labor to unload customer equipment or materials at jobsite is not included in proposal. (Bayland Buildings, Inc. is not responsible for loss or damage to any customer equipment, material, merchandise, etc.)

**1610 – SAFETY**

1. Bayland Buildings, Inc. places a high priority in prevention of accidents and providing a safe work site. We make a conscientious commitment in education, training to OSHA standards and continued education to provide a safe working environment. However, complete and active cooperation from each employee and subcontractor is essential for the success of our program. Therefore, every employee and subcontractor is responsible for taking an active part in our safety program.
2. Prevention of work site accidents is of the utmost importance to our company and management has made a commitment to providing a safe and healthy work site environment.

**1710 – POOR SOILS & SOIL TESTING**

1. Unless a soil boring report indicated otherwise all design shall be based on 2000 P.S.F. soil bearing capacity. Any unforeseen object, contamination, dewatering of excessive water (high water table, extreme weather, etc.), or additional compaction due to poor soils beneath the ground surface will be reviewed with the Owner and may result in additional charges.
2. Any unforeseen underground rock removal will result in additional charges to the Owner.
3. If Owner elects to have soil compaction testing completed there will be an additional charge.
4. If the Owner elects to have soil borings completed there will be an additional charge.

**1730 – CONCRETE TESTING**

1. If Owner elects to have concrete testing completed there will be an additional charge.

**1800 – INSURANCE**

1. Insurance by Bayland Buildings, Inc. to include the following:
  - General Liability
  - Builders Risk
  - Workman's Compensation
  - Professional Liability

**1840 – WARRANTY**

1. Bayland Buildings, Inc. will make any repair, replacement or correction that is determined to be necessary by reason of faulty workmanship or material defects, which appears within one (1) year from occupancy or substantial completion, whichever occurs first or as permitted by manufacturer's warranty. This provision applies to work done directly by Bayland Buildings, Inc.
2. All subcontractor work will provide a minimum of one (1) year warranty on equipment, materials, and labor, longer if defined in the manufacturer's warranty.
3. Final invoice must be paid in full to Bayland Buildings, Inc. for any warranty to be in effect. Warranty period will take place starting on the day the Owner takes occupancy.
4. **Warranty work provided by Subcontractors that the Owner has hired and contracted with directly must be coordinated by Owner.**

**NOTE:** All exterior concrete is vulnerable to climate due to frost and weather conditions beyond our control.

**NOTE:** Owner must maintain proper drainage around building after work is complete.

**NOTE:** There is no warranty on cracked or popped concrete due to frost, **salt** or drainage problems due to activities by anyone other than Bayland Buildings, Inc.

**NOTE:** **Upon substantial completion Owner is responsible for all general building preventative maintenance due to Northern climate damage (rain, ice, snow back-up).**

**NOTE:** **After substantial completion, the Owner is responsible to remove all snow and ice from downspouts and move any snow away from building to prevent damage.**

**2000 – SITEWORK****2075 – CONCRETE DEMO**

1. Cut existing foundation down for proper floor tie in and smooth transition from new to existing concrete floor.

**2221 – EXCAVATION**

1. Allowance of \$154,315.00 for excavation is in proposal. Final cost will be provided after storm water management plan is completed.
2. Mobilization.
3. Install (1) tracking pad.
4. Install silt fence/inlet protection.
5. Remove asphalt.
6. Remove trees and stumps.
7. Strip & stockpile 1,072 cy of topsoil.
8. Remove excess topsoil.
9. Cut & place fill.
10. Remove excess fill.
11. Cut & remove curb (3 driveway entrances).
12. Excavate for frost walls/column pads.
13. Install foam provided by others.
14. Backfill with excavated spoils/granular.
15. Supply & place 1,060 ton of granular backfill.
16. Supply & place 1,344 ton of stone 6" thick for floor.
17. Fine tune subgrade for asphalt stone.
18. Supply & place 210 ton of stone for exterior concrete areas.
19. Supply & place 2,583 ton of stone 12" thick for asphalt area.
20. Re-spread topsoil (394 cy).
21. Remove erosion control.
22. Remove storm sewer.

**2510 – ASPHALT PAVING**

1. Fine grade, water and compact the existing base area of approximately 4,086 S.Y. stone base course to be placed by others to within +/- 0.1'.
2. Pave a two-course 4" compacted average depth asphalt pavement in the total area of approximately 4,086 S.Y. consisting of 2-1/4" of binder course and 1-3/4" of surface course.
3. Provide paving, striping, and markers per plans.
4. (1) mobilization included.

**2720 – WATER / SANITARY / STORM SEWER**

1. Allowance of \$52,967.00 for water, sanitary, and storm sewer is in proposal. Final cost will be provided after storm water management plan is completed.

**Sanitary**

1. Connection to manhole along curb line (10' deep).
2. Install 40 LF of 6" PVC sanitary lateral.
3. Install (1) building riser.
4. Backfill with excavated spoils.
5. Permit included.

**Storm**

1. Mobilization.
2. Install (1) 15" end wall.
3. Install 180 LF of 15" HDPE storm pipe.
4. Install (2) 48" catch basins.
5. Install 220 LF of 12" HDPE storm pipe.
6. Install 200 LF of 8" PYC downspout pipe.
7. Install (8) downspout conductors.
8. Install 15 LF of 8" Sch 40 PVC roof drain.
9. Install (1) 48" diameter storm manhole.
10. Supply & place 378 ton of granular backfill.
11. Remove 225 cy of excess spoil.
12. Permit included.

**2830 – FENCES & GATES**

1. Provide a double swing chain link fence gate 6' high with privacy slats and (2) 8" posts with hardware with 6' high chain link fence with privacy slats and 3" posts for fenced storage area.

**2900 – LANDSCAPING**

1. An allowance of \$40,000.00 is included in this proposal for landscaping, plans, and permits.
2. Owner to water seeded areas as needed to maintain new plantings for a minimum of 30 days after seeding.
3. All properly maintained plantings will be warranted for (1) year.

## 3000 – CONCRETE

### 3210 – REINFORCEMENT

1. All concrete to have reinforcement placed and tied per engineered specs and State approved drawing.

### 3310– CAST IN PLACE INTERIOR CONCRETE

1. A. 11,058 sq. ft. slab to be 4" average thickness with 6 mil vapor barrier (NOTE: All flooring must have vapor barrier) for 1<sup>st</sup> floor office and shooting range.  
B. 19,672 sq. ft. slab to be 6" average thickness for manufacturing area.
2. Reinforcing to include #4 (1/2") rebar at 24" on center each way throughout entire slab.
3. Provide concrete and reinforcement for (1) scissor lift pit.
4. 8,138 sq. ft. of 4" topping poured over precast plank for second floor of office.
5. (4) 6" diameter concrete filled schedule 10 steel guard posts shall be installed 4'-0" above finished floor encased in concrete below grade.
6. All interior flatwork to be 4000 PSI.
7. Supply and install polypropylene joint filler at foundation and floor slab to meet energy code requirements.
8. Approximately 19,672 sq. ft. of concrete slab will have a combination sealer / curing compound ASTM C 309 or equivalent applied.
9. Soft Cut Saw – After interior concrete begins to set the concrete flatwork shall be cut with a soft cut saw to reduce shrinkage cracks of the concrete.

### CAST IN PLACE EXTERIOR CONCRETE

1. (1) exterior concrete apron at 100' x 5' x 5" at South location.
2. (1) exterior concrete apron at 220' x 5' x 5" at East location.
3. (1) exterior concrete apron at 44' x 5' x 5" at North location.
4. (1) exterior concrete apron at 100' x 25' x 6" at North location.
5. (1) exterior concrete apron at 18' x 40' x 5" at West location.
6. (1) exterior concrete apron at 42' x 5' x 5" at West location.
7. 63 LF of concrete sidewalk, which is 7' wide x 5" thick (and includes a 10" thickened edge for car stop curb at paving).
8. Pour (5) stoop pads at exit doors.
9. All exterior concrete to include #4 (1/2") rebar 24" on center each way.
10. All exposed concrete slabs will have a Lithium based; densifying sealer applied.
11. All exterior flatwork mix to be 4000 PSI.

**3345 – CONCRETE WALLS**

1. 994 LF of 16" wide x 8" deep foundation footings.
2. 436 LF of 20" wide x 10" deep foundation footings.
3. 556 LF of 24" wide x 12" deep foundation footings.
4. 994 LF of 8" wide x 4'-0" tall foundation wall.
5. 436 LF of 10" wide x 4'-0" tall foundation wall.
6. 556 LF of 12" wide x 4'-0" tall foundation wall.
7. 100 LF of 12" wide x 12" tall foundation wall for vault.
8. (1) 6' x 6' x 4' deep elevator pit.
9. 100 LF of 24" wide x 12" deep foundation footing with (2) runs of rebar for interior vault footing.
10. (5) concrete stoops with full depth frost wall and footing complete with 5" poured top.
11. All 4'-0" foundation walls reinforced with (4) runs of rebar continuous.
12. All 12' foundation walls reinforced with rebar 18" on center each way.
13. Concrete pilasters as per the building manufacturer requirements.
14. All pilasters include rebar crib reinforcing as required.
15. All foundation footings reinforced with (2) runs of rebar continuous.
16. All footing mix to be 3000 PSI.
17. All wall mix to be 3500 PSI.

**3363 – PRECAST CONCRETE**

1. Approximately 11,038 sq. ft. of 8" and 12" x 48" hollow core plank. 12" thick precast plank with a load of 65lbs. per sq. ft.
2. Precast joints will be grouted as per structural design.
3. Precast ceiling will be sprayed with one coat of cure and seal.
4. Precast does include caulking of underside joints.
5. Approximately 3,014 sq. ft. of 6" solid wall panels.
6. Approximately 2,919 sq. ft. of 4" x 3" x 3" insulated, load bearing form cast wall panels.
7. Caulking vertical wall panels, interior and exterior, precast to precast only and caulking underside of plank joints.

**4000 – MASONRY****4200 – BLOCK & BRICK**

1. 36 LF of 8" smooth block to a height of 27' for elevator shaft.
2. All block and mortar to include water repellant additive.
3. The interior masonry units shall be insulated with foam injection insulation, approximate R-value of 4.5 for 8" block.
4. Provide all reinforcement and concrete filled cores per engineer specs.
5. All control joints will be properly caulked and sealed on interior and exterior of wall.

## 5000 – METALS

### 5510 – HANDRAILS / RAILINGS / STAIRS / LADDERS / CANOPIES

1. (2) sets of prefabricated steel stairs with concrete filled steps with a total rise of approximately 13' (maximum 7" per riser). Steel stair set comes complete with a concrete filled top landing as needed per State and local code requirements.
2. (2) set of steel handrails to meet all ADA requirements.
3. Provide 40 LF of cable, safety guard rail system to meet all State and local code requirements for roof patio.
4. A steel rung ladder will be installed for access to roof equipment. Safety enclosure cage is included around ladder. Ladder includes hooked expanded metal security panel.

**NOTE:**

Ladder is required when personnel will have to climb higher than 16 feet to access roof equipment. Cage Required on ladders over 20' above finished floor when Owner does not provide OSHA compliant Fall Protection equipment. Cage Required on ladders over 24' above finished floor when Owner provides OSHA compliant Fall Protection equipment.

## 6000 – WOODS AND PLASTICS

### 6100 – BUILDING DEMO WORK

1. Exterior masonry on west wall.
2. Side steel roofing and trims as needed to properly flash addition into existing building.

### 6115 – CARPENTRY MATERIAL

#### WOOD

#### STEEL STUDS

1. A. Building Size (Interior Buildout) 46' x 165 x 12' first floor office.  
B. Building Size (Interior Buildout) 46' x 165 x 12' 2<sup>nd</sup> floor office.
2. Exterior has 5/8" DensGlass 2' tall where new roof meets existing wall. 3/4" fire-retardant plywood sheathing behind ACM panel installed on exterior walls with air infiltration barrier.

**NOTE:** ACM panel & EIFS must have 3/4" exterior fire-retardant plywood for steel building.

3. The interior framing shall be framed to 12' with 3 5/8" x 20-gauge steel studs at 16" on center with base and top track and sound batt insulation at private office and toilet rooms.
4. Plumbing walls for restrooms shall be framed with 6" x 20-gauge steel studs at 16" on center with base and top track.
5. Provide spazzer bars and 2" strapping for interior steel studs that are 10' or taller.
6. Provide wood blocking in stud walls for plumbing fire stop.
7. Construct dust partitions as needed for protection during remodeling.
8. Install standard steel wire mesh 3/4" #9510 behind drywall on all walls around retail area.

**6118 – GUARD POST COVERS**

1. (4) steel guard posts shall be covered with poly shields.

**6220 – CABINETS**

1. Allowance of \$25,860.00 is included in proposal for all laminate cabinets for Rooms 101 and 110.

**Room 101**

1. 9'-0" laminate base & upper cabinets.
2. Laminate tri-cove countertop.

**Reception 101**

1. 8'-9" x 15'-6" x 5'-7" laminate transaction top on laminate half wall.
  - Removable access panels on laminate half wall.
2. 8'-9" x 15'-6" x 5'-7" laminate countertop w/metal brackets.
  - (2) grommets.
  - (2) laminate file bases.
  - (2) pencil drawers.

**Uni. Ada RR 104**

1. 4'-0" laminate vanity top.
2. Laminate apron, bracing frame & removable ADA panel.

**Breakroom 208****Perimeter**

1. 16'-1" laminate base & upper cabinets.
  - (1) laminate microwave shelf.
  - (1) trash pull-out.
  - opening for ADA dishwasher.
2. Tri-cove laminate countertop.
3. 3'-1" laminate upper cabinets above fridge.

**Island**

1. 19'-1" laminate base cabinets w/finished backs.
2. 42" deep laminate island top.

**W. RR 109**

1. 6'-0" laminate vanity top.
2. Laminate apron, bracing frame & removable ADA panel.

**M. RR 112**

1. 6'-0" laminate vanity top.
2. Laminate apron, bracing frame & removable ADA panel.

**M. RR 110**

1. 4'-0" laminate vanity top.
2. Laminate apron, bracing frame & removable ADA panel.

**W. LOCKERS 203**

1. 4'-0" laminate vanity top.
2. Laminate apron, bracing frame & removable ADA panel.

**M. LOCKERS 204**

1. 4'-0" laminate vanity top.
2. Laminate apron, bracing frame & removable ADA panel.

**NOTE**

1. Does not include any cabinets or display cases in showroom.

**7000 – THERMAL AND MOISTURE PROTECTION****7210 – BUILDING INSULATION**

1. 4" fiberglass insulation for soundproofing in the interior walls and restroom walls to full height.
2. Steel building walls to be insulated with 9 ½" banded liner insulation system with Thermal Break Tape WMP-10 commercial blanket insulation with a white reinforced vapor barrier.
3. Steel building roof insulation shall consist of a 2-layer banded liner insulation system for fall protection for a total of 12" of insulation. The bottom layer between the roof purlins shall consist of 8" fiberglass batt insulation with a continuous vapor barrier. The top layer shall consist of a 4" fiberglass batt insulation placed over the roof purlins. Approximate R value of 38.
4. All overhead and service door frames to be insulated with 4" batt insulation thus preventing condensation on steel frames.

**7220 – GROUND CONTACT INSULATION**

1. Foundation is to be insulated with 2" ground contact insulation around the entire perimeter from footing to grade.

**7461 – SIDING**

1. Provide ACM exterior wall panel installed with rain screen fasteners and Series One Standard panel finish per plan.

**7463 – GUTTER / DOWNSPOUTS**

1. 212 LF of 26-gauge architectural style gutter with box type downspouts.

**7530 – SINGLE PLY MEMBRANE ROOF**

1. Furnish and install (2) layers R34.8 insulation board system per 2014 ISO standards over metal decking on a flat structured roof.
2. Furnish and install 5/8" Type X thermal barrier.
3. Furnish and install 060 mill PVC fully adhered system.
4. Furnish and install 24-gauge prefinished metal flashings.
5. Furnish and install downspouts and overflow scuppers.
6. Furnish and install saddles as needed for roof drains.
7. Furnish a 15-year PVC roofing warranty.
8. Furnish and install PVC membrane up 2' existing walls where new roofs meet the existing wall.

**7720 – ROOF ACCESSORIES**

1. A 2'-6" x 3'-0" insulated roof hatch and curb will be installed in the roof. The latch and compression springs are designed for one hand operation. The roof hatch is furnished primed.

**7920 – SEALANTS**

1. All control joints, windows, door edge control joints and mechanical penetrations to be properly sealed. Excludes all saw cut and control joints in floor.

**8000 – DOORS AND WINDOWS****8110 – DOORS / FRAMES / HARDWARE**

1. Doors, frames, and hardware included as shown on preliminary drawings.

**8120 – ALUMINUM DOORS / FRAMES / GLAZING****EXTERIOR DOORS**

1. (1) 3070 glass entrance package complete with 1" tinted insulated glass, closer, deadbolt lockset and perimeter weather stripping, standard painted Kynar 500 anodized aluminum finish.
2. (1) 6070 glass entrance package complete with removable center post, 1" tinted, insulated glass, closer, deadbolt lockset, and perimeter weather stripping double door, 3'-0" x 7'-0" each standard painted Kynar 500 anodized aluminum finish.
3. Exterior sidelites to match door.
4. Exterior top transom lites to match door.

**INTERIOR DOORS**

1. (1) interior vestibule door 3070 will be 1/4" clear tempered safety glass set in standard painted Kynar 500 anodized aluminum finish. Frame to match exterior door(s).
2. Interior vestibule sidelites will be 1/4" clear tempered safety glass set to match door(s).
3. Interior vestibule top transom and sidelites will be 1/4" clear tempered safety glass set to match door(s).

**EXTERIOR WINDOWS**

1. 1" tinted low-E insulated glass will be painted Kynar 500 thermally broken aluminum frames.
  - (1) 21'-10 3/4" x 2'-2"
  - (1) 12'-6" x 2'-2"
  - (1) 6'-4" x 2'-2"
  - (1) 3'-3" x 2'-2"
  - (2) 12'-6" x 4'-4"
  - (16) 9'-4" x 4'
  - (1) 21'-10 3/4" x 4'-4"
  - (17) 6'-4" x 4'-4"

**INTERIOR WINDOWS**

1. Interior glazed openings in the office will be ¼" tempered clear glass set in hollow metal frames.
  - (3) 4 x 4' located in Room 201.

**8365 – OVERHEAD DOORS**

1. (2) 10 x 10 steel doors, insulated R16, 2" track, with high lift, reverse C.A. mount and perimeter weatherseal. (2) lites per door.
2. (2) J-heavy duty jackshaft operators, ½ hp, 115-volt, single phase with (1) 3-button operator switch.

**9000 – FINISHES****FINISH SCHEDULE**

1. Room finishes included as shown on preliminary drawings.

**9210 – GYPSUM BOARD ASSEMBLIES**

1. Walls are 5/8" gypsum board.
2. Walls will have light skip trowel drywall finish.
3. All windows will have a drywall finished return with a vinyl J bead edge on all 4 sides of window (with laminate sills).
4. All exterior wall runs, drywall to height of 12'.
5. All interior wall runs, drywall to height of 12'.

**9310 – FLOORING**

1. Material and labor for all flooring per Room Schedule.

**9510 – ACOUSTICAL CEILING**

1. Material and labor for all acoustical ceilings per Room Schedule.

**9910 – STAINING/PAINTING**

1. All finished drywall / textured to include one (1) coat primer and two (2) top coats of paint. Price is based on (1) color of paint. (Primer and paint to be back rolled on every coat).
2. All hollow metal door frames to include primer and one (1) top coat of paint.
3. All hollow metal door slabs to include primer and one (1) top coat of paint.
4. All 6" steel guard posts to include primer and (1) top coat of paint.
5. All steel handrails and stairs to include one (1) coat primer and two (2) top coats of paint.
6. All interior masonry to include one (1) coat of block filler and one (1) top coat of paint.
7. Paint exterior off building as shown on the drawings.

**10000 – SPECIALTIES**

1. Mirrors and paper towel holders and toilet paper holders are included.
2. (16) fire extinguishers, (8) cabinets, and (8) wall brackets are included and installed.
3. Men's and women's restroom signage included.
4. Exterior handicap signage included.
5. Hardware – Toilet partitions will be floor-mounted partitions with baked enamel finish complete with door, latch, rubber stop and coat hook at each stall.
6. (18) Lockers and (2) benches are included and installed.

**11000 – EQUIPMENT**

1. (1) Scissor lift 6' x 8', 5,000 lb. capacity, 58" of travel.

**13000 – SPECIAL CONSTRUCTION****13121 –PRE-ENGINEERED**

1. The pre-engineered building structure will be designed with the following loads:
  - 30 P.S.F. ground snow load
  - 115 MPH wind load
  - 3# per sq. ft. additional collateral load
2. A. The building size will be 138'-7-1/2" x 209'-8-1/4".  
B. The building size will be 91' x 11'.
3. A. The eave height will be 27' low eave.  
B. The eave height will be 13'.
4. A. The roof pitch will be 1/4.  
B. The roof pitch will be 1/4.
5. A. The bay spacings will be (6) at 27'-4", 1 at 33'.  
B. The bay spacings will be (1) at 11'.
6. Girts at sidewalls and endwalls will be outset.
7. The column type will be of tapered leg design.
8. The main structural framing shall consist of continuous beam with no expandable endwall frame and no expandable side wall frame.
9. The roof framing will be steel purlins.
10. The roof system shall be 24-gauge galvalume double lok standing seam roof panel system.
11. The panels will have a net coverage of 24" per sheet and have a factory applied all weather mastic sealant factory applied at panel connection seams.
12. The 3" high crown at the panel connection seams will be mechanically seamed to insure weather tightness of the roof system.
13. The panels will be attached to subframing members by articulating concealed clip fasteners thus preventing future leaks from extreme weather condition changes.

14. (V.P. only) The wall panel shall be 20-gauge 5/8" textureclad EIF installed on 2 sides of building.
15. All required flashings, subflashings, and closures shall be included to ensure a weather tight finished product.
16. Wall panels and trims will be attached with color matched self-drilling type fasteners.
17. Supply and install side steel to match existing where masonry is removed on exterior wall.

## 14000 – CONVEYING SYSTEMS

### 14210 – ELEVATOR

1. Designation & Model: Otis HydroFit™ Elevator System
2. Capacity & Speed: 2500lb. Passenger Cab @ 100 fpm
3. Stops & Floors: 2 stops with 2 front openings
4. Rise: 13'-0"
5. Clear Car Inside Dimensions: 6'-6 3/4" wide by 4'-4 1/8" deep

## 15000 – MECHANICAL

### 15300 – FIRE PROTECTION

1. Fire Protection work scope for the above-referenced project as outlined below.
2. Design, furnish, and install a new wet-pipe automatic fire sprinkler system to protect the entire floor area of the new addition and add a new riser for the new addition. Semi recessed sprinklers in the offices for light hazard protection. Brass uprights in the warehouse for Ordinary Hazard protection. The gun range will be on its own zone. Protection in accordance with NFPA 13. Standard for the Installation of Sprinkler Systems 2013 edition. Also, based upon project bid plans and specifications prepared by Bayland Buildings Architects, dated 5/9/2022, unless noted otherwise in this proposal.

### 15400 – PLUMBING

#### 1<sup>st</sup> FI Women's Bathroom #104

1. (1) Kohler ADA toilets and Bemis open front seats
2. (1) Kohler Chesapeake wall hung lav's w/ Moen L4601 faucet and trap wrap
3. (1) Kohler Bardon wall hung urinal w/ Sloan Optmi-eye battery operated flush valve
4. (1) Sioux Chief floor drain

#### Utility Room#108

1. (1) Rheem 50-gallon gas sealed combustion water heater (65,000 BTU's) w/ Lainge circ pump and hot water recirculation line w/ venting - **Gas Piping by Others**
2. (1) Sioux Chief floor drain

**1<sup>st</sup> FI Women's Bathroom #109**

1. (2) Kohler ADA toilets and Bemis open front seats
2. (1) Kohler Chesapeake wall hung lav's w/ Moen L4601 faucet and trap wrap
3. (1) Sioux Chief floor drain

**1<sup>st</sup> FI Men's Bathroom #110**

1. (1) Kohler ADA toilets and Bemis open front seats
2. (1) Kohler Chesapeake wall hung lav's w/ Moen L4601 faucet and trap wrap
3. (1) Kohler Bardon wall hung urinal w/ Sloan Optmi-eye battery operated flush valve
4. (1) Sioux Chief floor drain

**1<sup>st</sup> FI Janitors Room #111**

1. (1) Mustee 2424 mop basin w/ Chicago 305R faucet
2. (1) Sioux Chief floor drain

**1<sup>st</sup> FI Men's Bathroom #112:**

1. (1) Kohler ADA toilets and Bemis open front seats
2. (1) Kohler Chesapeake wall hung lav's w/ Moen L4601 faucet and trap wrap
3. (1) Kohler Bardon wall hung urinal w/ Sloan Optmi-eye battery operated flush valve
4. (1) Sioux Chief floor drain

**2nd FI Women's Locker Room #203**

1. (1) Kohler ADA toilets and Bemis open front seats
2. (2) Kohler Chesapeake wall hung lav's w/ Moen L4601 faucet and trap wrap
3. (1) Sioux Chief floor drain
4. (1) Aker 38"x38" ADA shower modules w/ Moen L2362 faucet, personal handheld shower grab bars and fold down seat

**2nd FI Men's Locker Room #204**

1. (1) Kohler ADA toilets and Bemis open front seats
2. (1) Kohler Chesapeake wall hung lav's w/ Moen L4601 faucet and trap wrap
3. (1) Sioux Chief floor drain
4. (1) Aker 38"x38" ADA shower modules w/ Moen L2362 faucet, personal handheld shower grab bars and fold down seat

**2nd FI ADA Shower Room #205**

1. (1) Sioux Chief floor drain
2. (1) Aker 38"x38" ADA shower modules w/ Moen L2362 faucet, personal handheld shower grab bars and fold down seat

**2nd FI Janitors Room #206**

1. (1) Mustee 2424 mop basin w/ Chicago 305R faucet
2. (1) Sioux Chief floor drain

**2nd FI Breakroom #208**

1. (1) Pro-flo 19"x17" stainless steel sink w/ Moen 7425 faucet
2. (2) Water connections ( 1 at Refrigerator and 1 at Coffee maker w backflow protection)

**Miscellaneous**

1. (1) Elevator crock w/ perforated lid and Zoller M53 pump
2. (1) Roof Patio drain
3. Remove (2) existing storm basins and associated piping within footprint of new building replace with schedule 40 PVC as needed
4. PVC waste and vent piping
5. PEX / CPVC Water Piping w/ 1/2" covering on overhead piping
6. City Permits
7. Plumbing Drawings and State Plumbing Permit

**15500 - HVAC**

1. The HVAC portion of this project. This would include the following:
  - Provide a stamped set of mechanical plans
  - Provide the local permits
  - Provide the local plan review

**Office**

- Supply and install (2) 5-ton Comfortmaker RTU's 460/3 20 amps each
- Supply and install (2) Honeywell 8000 thermostats
- Supply and install a complete duct distribution system (plenum return)
- Supply and install all grilles and diffusers
- Supply and install all duct wrap and insulation
- Supply and install (1) PRV for bathroom/shower roof exhaust

**Mezzanine**

- Supply and install (2) 5-ton Comfortmaker RTU's 460/3 20 amps each
- Supply and install (2) Honeywell 8000 thermostats
- Supply and install a complete duct distribution system (plenum return)
- Supply and install all grilles and diffusers
- Supply and install all duct wrap and insulation
- Supply and install (1) PRV for bathroom/shower roof exhaust

**Warehouse**

- Supply and install (2) 25 Ton roof mounted RTU's 460/3 phase 70 amps
- Supply and install a drop with distribution box.
- Supply and install all grilles, registers, and diffusers
- Supply and install gas piping
- Supply and install (2) gas fired unit heaters 115/20 amps

## 16000 – ELECTRICAL

### 16100 – ELECTRICAL

#### General

- (1) Procure Watertown electrical permit - \$875.00 allowance included
- (1) Lift rental for construction
- (1) Temporary lighting for construction - \$1,500.00 included
- (1) Provide Design & As-builts in Auto CAD format

#### Exterior Building Mounted Lighting

- (12) LED wall packs - \$250.00 allowance included
- (4) Exterior LED wall-sconces - \$250.00 allowance included
- (1) Weatherproof emergency fixture
- (1) Weatherproof exit fixture
- (7) Exterior emergency egress fixtures

#### Lighting & Controls

- (39) 24,000 lumen LED high-bay fixtures with integral occupancy sensor capabilities included with an allowance of \$195.00 per fixture
- (20) 24,000 lumen LED high-bay fixtures with integral occupancy sensor/emergency capabilities included with an allowance of \$390.00 per fixture
- (59) Twist lock receptacles for high-bay fixtures
- (23) 6" LED downlights
- (39) 2X4 LED flat panels
- (82) 6" LED pendant mounted cylinders
- (1) 8' suspended LED linear fixture
- (1) 16' suspended LED linear fixture
- (3) 24' suspended LED linear fixtures
- (2) Temporary to remain LED construction fixture for 2,000 sq ft. of "Gray Box"
- (3) Reception desk decorative pendants - \$150.00 allowance included
- (3) Breakroom island small decorative pendants - \$150.00 allowance included
- (4) LED vanity fixtures - \$125.00 allowance included
- (2) 4' LED stairwell fixtures with integral emergency battery backup
- (6) 4' LED strip fixtures
- (7) 8' LED strip fixtures
- (12) 4' LED wraps for locker rooms
- (8) Standard output dual head emergency fixtures
- (12) Medium output dual head emergency fixtures
- (17) Combination exit/emergency fixtures
- (15) Ceiling mounted occupancy sensors
- (4) Single-pole switches
- (12) Three-way switches

- (2) Wall mounted occupancy sensors
- (25) 0-10V dimmer switches
- (1) Sixteen-circuit lighting control panel
- (4) Low-voltage override switches to work in conjunction with lighting control panel

#### Branch Wiring

- (60) Convenience duplex receptacles
- (4) Show window receptacles
- (3) Television receptacles
- (6) Double duplex receptacles
- (2) Countertop receptacles
- (10) Fitness equipment receptacles
- (2) POS receptacles
- (1) Power/data poke thru floor box for the conference room
- (4) Power/data cubicle feeds in the slab
- (15) Column mounted receptacles in the new warehouse/manufacturing area
- (6) Restroom GFCI receptacles
- (2) Janitor closet receptacles
- (2) Electric water cooler receptacles
- (4) Countertop GFCI receptacles
- (4) Countertop GFCI protected receptacles
- (1) Refrigerator receptacles
- (1) Undercounter refrigerator receptacle
- (2) Microwave receptacles
- (2) Coffee maker receptacles
- (1) Dishwasher wiring
- (1) Disposal wiring
- (2) Weatherproof GFCI receptacles

#### Elevator Equipment Wiring

- (1) 208V 100A three-phase feeder from MDP to elevator – 115' allowance included
- (1) 208V 100A three-phase fusible disconnect for elevator
- (4) 4' LED strip fixtures for elevator shaft
- (2) Three-way switches
- (1) GFCI receptacle for elevator pit sump pump
- (1) 120V connection to elevator cabin lights with (1) 20A disconnect switch
- (1) Weatherproof GFCI for elevator sump

**Distribution**

- (1) 277/480V 800A three-phase service
- (1) Grounding per NEC and local municipality
- (1) Cores through exterior wall
- (1) 277/480V 800A aluminum feeder from new trans-socket to "MDP"
- (1) 277/480V 800A MCB 21-circuit "MDP"
- (1) 277/480V 400A aluminum feeder from "MDP" to 225 kVA transformer – 30' allowance included
- (1) 120/208V 800A aluminum feeder from 225kVA transformer to back-feed existing 120/208V 800A service – 15' allowance included
- (1) 277/480V 100A aluminum feeder from the new "MDP" to new 277/480V panel "A" – 375' allowance included
- (1) 277/480V 100A 42-circuit panel "A"
- (1) 277/480V 200A aluminum feeder from new MDP to 112.5kVA transformer – 375' allowance included
- (1) 120/208V 400A aluminum feeder from 112.5kVA transformer to new 120/208V panel "B" – 15' allowance included
- (1) 120/208V 400A MCB 84-circuit panel "B"

**Mechanicals**

- (2) Connections to 50-gallon electric water heaters figured as 208V 40A three-phase or less
- (2) Connections to hot-water recirculation pump
- (1) Connection to point of use electric water heater figured as 208V 30A three-phase or less
- (2) Connection to roof mounted PRV
- (4) Connections to 5-ton RTUs figured as 480V 20A three-phase or less
- (2) Connections to 25-ton RTUS figured as 480V 70A three-phase or less
- (2) Connections to gas unit heaters figured as 120V 20A single-phase
- (1) Homerun wiring for mechanical equipment

**Low-Voltage Rough Ins**

- (1) Sheet of ¾" fire retardant plywood
- (1) Ground bus
- (1) I.T. double duplex receptacle
- (15) Empty ¾" conduit stubs for low-voltage cabling by others

**Sprinkler Monitoring**

- (1) EST sprinkler monitoring system by Guetzke
- (1) Parts/smarts allowance of \$8,000.00 included
- (1) Sprinkler monitoring panel
- (1) 120V connection to fire alarm control panel
- (1) Smoke detectors
- (6) Duct detectors
- (6) Remote test stations for duct detectors
- (1) Manual pull station
- (1) Horn/strobe notification devices
- (1) Exterior building mounted horn/strobe notification devices
- (1) MR101/C
- (5) Input modules
- (6) Control relays
- (5) Water tamper/flow switches
- (1) Document cabinet
- (1) Termination, testing, and programming of system

**RATH**

- (1) Area of refuge system
- (1) 5-zone flush mount base station
- (1) Provide 120V connection to base station
- (2) Flush mount call boxes
- (3) Instructions on use sign
- (3) Raised letter and braille wall signs
- (3) Photoluminescent wall signs
- (1) Monitor module
- (1) Dual monitor module
- (2) MR101/C modules
- (1) Termination, testing, and programming of system

## TERMS AND CONDITIONS

### EXHIBIT A - PRELIMINARY OVERALL CONSTRUCTION SCHEDULE

1. Schedule subject to change pending weather and material deliveries.

### OCCUPANCY

1. Should the Owner wish to take possession of and occupy portions of the building prior to project completion; we will make every effort to cooperate with this effort. Such occupancy will be at the discretion of and written authorization by our Project Manager and building inspector.
2. The Owner shall not take possession of the property/improvements without Design/Builders written approval or until final payment has been received for all work performed and all other obligations of the Owner have been fulfilled and a final inspection has been completed and a Certificate of Occupancy has been obtained.
3. If the Owner occupies in violation of this section, it represents acceptance of the work, waiver of any defect claims, and requires immediate payment in full.

### PROJECT APPROVAL AND ACCEPTANCE

1. Upon completion of project and prior to final invoicing, our representative will inspect the project with the Owner or his/her representative to verify compliance with the proposal/contract and plans.
2. This proposal/contract supersedes all plan documents.

### LIEN RIGHTS

1. "AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, BUILDER HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED BUILDER, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER WILL RECEIVE NOTICE FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY. BUILDER AGREES TO COOPERATE WITH OWNER AND HIS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID."
2. Governing Law: This agreement shall be governed by the laws of the State of Wisconsin. Except any action for foreclosure, the sole and exclusive venue for any action arising out of the performance or interpretation of this Agreement shall be the Circuit Court of the proposed project's local county.
3. Attorney's Fees: In the event either party to this agreement brings any litigation with respect to this agreement, the prevailing party shall recover

from the other party its costs and reasonable attorney's fees incurred in enforcing or defending its rights hereunder.

**4. Mutual Employee Non-Solicitation Conditions:**

Both parties shall obtain and maintain agreements or procedures that impose an obligation of confidence on their employees, contractors, and agents who materially participate in any of the work under this proposal. Such agreements shall contain terms sufficiently for the parties to comply with all provisions of the agreement and to support all grants and assignments of rights and Ownership hereunder.

During the term of this agreement and for a period of two (2) years after the later of the date of this agreement or completion of the project identified under this agreement, each party agrees not to, directly or indirectly, initiate employment discussions with, hire, or use in any way the services of any employee or contractor of the other party. This provision applies to employees and contractors who are no longer employed by Bayland Buildings, Inc. or customer, but were so employed at any time during the terms of this agreement.

**SCHEDULE**

1. If there are any major changes to the plans or schedule made by the Owner after the contract is signed and plans have been approved by the State, it will result in additional design and State review fee charges along with material and shipping charges. A delay in project depending on severity of change, anywhere from 30 to 90 days may occur from set schedule. The same terms would apply to sub-contractors hired by the Owner if they are not on time or with-in Bayland Buildings, Inc. schedule guideline, additional charges and delays in the schedule may take place. Bayland Buildings, Inc. will make every effort to minimize any such delays.
2. If the contractor is delayed in the process of the work by strikes, fire, or severe weather conditions, unusual materials, transportation delays or other causes beyond his control, the contract schedule may be extended without penalty to the contractor. In such instance, Bayland Buildings, Inc. will notify Owner regarding specifics on delays and will make every effort to minimize any such delays.

**ACCEPTANCE/PROTECTION**

1. Owner, by acceptance of this proposal, hereby appoints Bayland Buildings, Inc. through the project appointed employee of Bayland Buildings, Inc. and until the project, is completed, as the Owner's agent for purposes of protecting the real estate on which the project is located from unlawful trespass by individuals not authorized by Owner or Bayland Buildings, Inc. to enter upon said real estate.
2. Upon occupancy of building by customer, Customer is indicating acceptance of building as substantially complete unless otherwise agreed upon between Owner and Bayland Buildings, Inc.

**CHANGES**

1. Any changes or adjustments to duration or scope of the project must be agreed, upon between General Contractor and Owner in writing prior to being done.
2. The Contract price is subject to additions or deductions as provided in written change orders, and any delays or modifications to the construction timeline/period may result in cost increases.
3. Bayland Buildings, Inc. will issue formal Owner Change Orders for any applicable changes to plan, proposal, or project timeline as needed as a binding alteration to this proposal.
4. The owner agrees they will not request any changes directly from a Subcontractor to Bayland Buildings on the Project. If this happens in violation of this agreement, Bayland is not liable for any related defects, costs, and/or warranties shall not apply to such additional work.

**TERMS OF PAYMENT**

1. Our price includes materials, sales tax, freight and labor for above items supplied by or contracted through Bayland Buildings, Inc. only.
2. Payment schedule will be as follows:
  - A. **10% Down payment will be invoiced within (10) days of the date of this proposal.**
  - B. **Monthly progress billings based on percentage of work completed each month.**
  - C. **Final payment of any remaining balance is required prior to occupancy.**
3. ***Payments are due net (10) days from date of invoice and final completion payment. Any amount not paid on the due date will bear a service charge at the rate of one (1%) per month until paid (annual percentage rate of 12%).***
4. Contractor reserves the right to suspend work if payments are not made within (10) days. Final payment is required to be received prior to occupancy, which constitutes acceptance, unless prior arrangements are made.
5. Our proposal does not include a cost segregation report for income tax purposes. If one is requested, an additional fee will be charged to the customer.
6. **Proposal is based on (1) mobilization, if Bayland Buildings, Inc. is forced to pull off of site due to Owner controlled situations such as failure to secure financing, government or municipal permitting, etc. Remobilization fees and administration costs will be billed out at time & material cost plus with a 10% overhead fee.**
7. If project is to be put on hold before site construction starts due to financing or for other reasons beyond Owner's control. Owner is responsible for any cost incurred to Bayland Buildings, Inc. for state approved drawings, local permits, civil engineered drawings for site construction, structural engineering, and any other costs incurred by Bayland Buildings, Inc. related to this project.

**BASE TOTAL:**               **\$5,091,261.00**

**Accepted Alternates:**       \_\_\_\_\_ \$ \_\_\_\_\_  
   \_\_\_\_\_ \$ \_\_\_\_\_  
   \_\_\_\_\_ \$ \_\_\_\_\_

**CONTRACT TOTAL: \$** \_\_\_\_\_

**Special Notes:** \_\_\_\_\_  
 \_\_\_\_\_

This proposal is valid for (14) days from the date referenced on page 2 of the proposal.

Due to the volatility in all construction material, the prices in this contract may be subject to adjustment. We will do everything possible to secure the prices utilized to prepare this proposal; however, time is of the essence. If you wish to guarantee that the materials will be purchased at the rates quoted, if desired Bayland Buildings, Inc. will pre-buy the materials and store at our location for no charge. However, you will be required to make a Delivery of Building Material Payment to cover all purchased materials and additional shipping.

You will be notified in writing of any cost increases and supplied a detailed support of the exact costs of those changes. Bayland Buildings, Inc. will receive no mark up on the increased costs of materials due to these turbulent economic times. We appreciate your understanding and cooperation in this matter.

# **ACCEPTANCE**

**Owner:**  
**GREEN PROPERTIES, LLC**

**Design Builder:**  
**BAYLAND BUILDINGS, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**(10) days prior to beginning of construction, the Owner is to furnish to Bayland Buildings, Inc. a copy of the loan commitment letter from the financial institution making the construction and/or permanent loan. If the project is not being externally financed, the Owner is to submit financial data to Bayland Buildings, Inc. in sufficient detail to verify that funds are available to satisfy the contract amount. Project scheduling and ordering of materials will begin upon verification of financing for the project.**

**Financial Information:** \_\_\_\_\_

**Contact:** \_\_\_\_\_ **Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Marketing Contact:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**ALLOWANCES INCLUDED IN BID:**

1. This bid includes allowances for the following:
  - \$20,000.00 Winter conditions
  - \$0.00 Soil testing
  - \$0.00 Concrete testing
  - \$154,315.00 Excavation
  - \$52,967.00 Water / sanitary / storm sewer
  - \$40,000.00 Landscaping
  - \$25,860.00 Cabinets
2. The allowance represents the maximum amount we will pay our subcontractor for this portion of work.
3. The difference in actual cost to our subcontractor will be credited or charged as an extra to the Owner.
4. All allowances are estimates only and they are impacted by circumstances including but not limited to schedule, finalization of materials, scope/design changes, etc.

**NOT INCLUDED IN BID:**

- Any provision for locating existing property markers
- Any provisions for updating any existing building or mechanical conditions which do not meet code
- Owner's sign or logo on building
- Furniture, benches, lockers, and all equipment not included in this document
- Telephone, computer, data systems
- Fire alarms or security systems
- Bayland Buildings, Inc. assumes no responsibility for unloading and taking possession of customer's or customer's subcontractors direct shipped materials
- Utility power transformer pad with conduit and wiring between transformer and building
- Excessive floor prep on renovation projects
- Excessive wall repairs on renovation projects
- Gas/electrical utilities to project site
- Flagpole
- Monument sign
- Dock restraints
- Compressed air lines
- Dehumidification
- Emergency horns and strobe lighting
- Cranes/jib cranes
- Any state or local building code requirements due to tenant occupancy use
- As-built surveys that may be required by lenders are not included
- S.A.C. (Sewer Accessibility Fees) or City Impact Fees
- Any soil bearing verification, costs, or delays due to unsuitable soils, underground obstructions, or any unforeseen underground environmental condition
- Snow guards and heat tapes in gutters, or any area susceptible to excessive snow or ice buildup (or engineered loading of building for future snow guards)
- Roof openings or loadings for any mechanical equipment unless specified.
- Screening that may be required for any rooftop HVAC units or other equipment.

- We have not included any special structural design features that Factory Mutual (FM) or other underwriters may or may not desire or require
- Exact color match on additions and remodels is not guaranteed, including but not limited to, roofing, masonry, siding, windows, etc.
- Dumpster enclosure and/or dumpster pad
- We have not included costs for any special covenant/code requirements or interpretations from plan reviewers, or municipalities board of approval
- Shooting range equipment and HVAC
- Vault door

ALTERNATES

Owner initial &  
date to accept  
Alternate:

1. Supply and install liner panel to 8' in warehouse.

Add: \$23,013.00
2. Supply and install Vee Rib panel in lieu of texture clad.

Deduct: <\$43,315.00>
3. Fire Alarm Notification System

• Full notification fire alarm system is required based on occupancy load.

Add: \$32,941.00
4. Site Lighting & Conduits

• (17) 24" concrete light pole base

• (1450) Linear feet of plowing with 1" poly

• (1450) Linear feet of underground wiring in PVC conduits sized to prevent voltage drop

• (14) 20' light poles with (1) LED fixture head

• (3) Furnish and install 20' light poles with (2) LED fixture heads

Add: \$78,861.00
5. Range Lighting & Equipment Wiring

• (18) 8' LED surface mounted strip fixtures for gun range lighting

• (2) Dual headed emergency fixtures

• (2) Combination exit/emergency fixtures

• Connections to range exhaust fans

• Connection to range MUA figured a 480V 30 3-phase or less

• Interlocking wiring between exhaust fans and MUA

• (4) 120V connections to "Range Target Control Screens"

• (4) Wire and install "Range Target" retrieval motors

Budget: \$17,059.00

6. Remove 100' x 25' Storage
- 100' x 25' concrete apron
  - 44' x 5' concrete apron
  - Chain link fence with gate

Deduct: <\$43,483.00>

7. Add Elkay dual height drinking fountain with bottle filler in Fitness Center #200

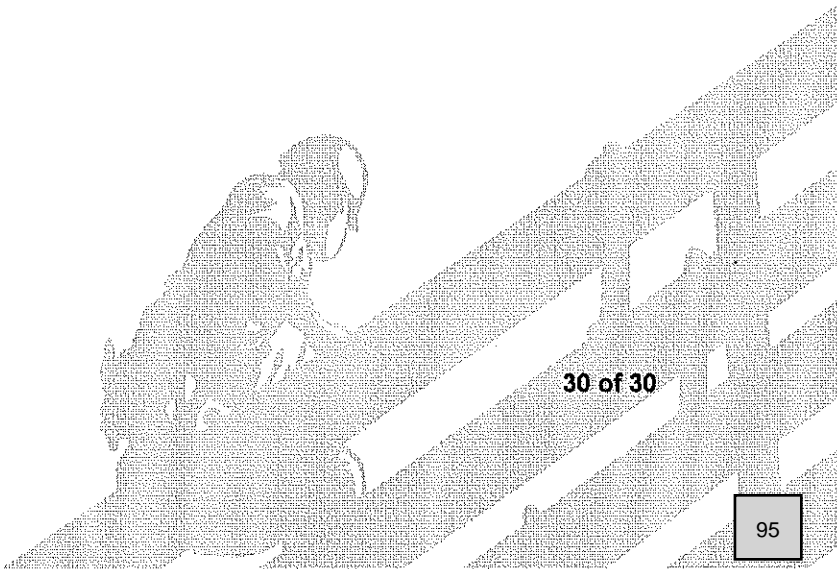
Add: \$4,470.00

8. Add Proflow 19" x 17" stainless steel sink with moen 7425 faucet in Room #120.

Add: \$2,941.00

9. Add 15' x 80' x 8" concrete grade beam slabs for under chip bins.

Add: \$13,309.00



## CITY OF WATERTOWN

Draft: 08/01/2022

TID #7

Griffin Armament Expansion	Project Square Footage: 39,606	Estimated Project Cost	\$5,000,000
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Assessment per Square Foot	\$40.00
Est. Total Assessment	\$1,584,240
Preferred Payback Term	
Developer Incentive Payment	\$650,000
Incentive as Percent of Project Cost	13.00%
Incentive as Percent of Value	41.03%

Inflation Rate	1.00%
Tax Rate (2019)	0.025683
Base Value (2020)	\$595,100

TIF Year	Calendar Year	Annual Value Added	Cumulative Value Added	Total Value	Inflation Factor	Total Inflation Value	Value Increment	Total Taxes	Projected Tax Increment	Increment Available for Incentive	Annual Balance to TIF	Cumulative Balance to TIF
0	2016	\$0	\$0	\$595,100	1.000	\$595,100	\$0	\$0	\$0	\$0	\$0	\$0
1	2017	\$0	\$0	\$595,100	1.000	\$595,100	\$0	\$15,284	\$0	\$0	\$0	\$0
2	2018	\$0	\$0	\$595,100	1.000	\$595,100	\$0	\$15,284	\$0	\$0	\$0	\$0
3	2019	\$0	\$0	\$595,100	1.000	\$595,100	\$0	\$15,284	\$0	\$0	\$0	\$0
4	2020	\$0	\$0	\$595,100	1.000	\$595,100	\$0	\$15,284	\$0	\$0	\$0	\$0
5	2021	\$0	\$0	\$595,100	1.000	\$595,100	\$0	\$15,284	\$0	\$0	\$0	\$0
6	2022	\$0	\$0	\$595,100	1.000	\$595,100	\$0	\$15,284	\$0	\$0	\$0	\$0
7	2023	\$0	\$0	\$595,100	1.000	\$595,100	\$0	\$15,284	\$0	\$0	\$0	\$0
8	2024	\$1,584,240	\$1,584,240	\$2,179,340	1.010	\$2,201,133	\$1,606,033	\$15,284	\$0	\$0	\$0	\$0
9	2025	\$1,584,240	\$1,584,240	\$2,201,133	1.010	\$2,223,145	\$1,628,045	\$15,284	\$0	\$0	\$0	\$0
10	2026	\$1,584,240	\$1,584,240	\$2,223,145	1.010	\$2,245,376	\$1,650,276	\$15,284	\$41,248	\$30,936	\$10,312	\$10,312
11	2027	\$1,584,240	\$1,584,240	\$2,245,376	1.010	\$2,267,830	\$1,672,730	\$15,284	\$41,813	\$31,360	\$10,453	\$20,765
12	2028	\$1,584,240	\$1,584,240	\$2,267,830	1.010	\$2,290,508	\$1,695,408	\$15,284	\$42,384	\$31,788	\$10,596	\$31,361
13	2029	\$1,584,240	\$1,584,240	\$2,290,508	1.010	\$2,313,413	\$1,718,313	\$15,284	\$42,961	\$32,221	\$10,740	\$42,101
14	2030	\$1,584,240	\$1,584,240	\$2,313,413	1.010	\$2,336,547	\$1,741,447	\$15,284	\$43,543	\$32,657	\$10,886	\$52,987
15	2031	\$1,584,240	\$1,584,240	\$2,336,547	1.010	\$2,359,913	\$1,764,813	\$15,284	\$44,131	\$33,099	\$11,033	\$64,020
16	2032	\$1,584,240	\$1,584,240	\$2,359,913	1.010	\$2,383,512	\$1,788,412	\$15,284	\$44,726	\$33,544	\$11,181	\$75,201
17	2033	\$1,584,240	\$1,584,240	\$2,383,512	1.010	\$2,407,347	\$1,812,247	\$15,284	\$45,326	\$33,994	\$11,331	\$86,533
18	2034	\$1,584,240	\$1,584,240	\$2,407,347	1.010	\$2,431,421	\$1,836,321	\$15,284	\$45,932	\$34,449	\$11,483	\$98,016
19	2035	\$1,584,240	\$1,584,240	\$2,431,421	1.010	\$2,455,735	\$1,860,635	\$15,284	\$46,544	\$34,908	\$11,636	\$109,652
20	2036	\$1,584,240	\$1,584,240	\$2,455,735	1.010	\$2,480,292	\$1,885,192	\$15,284	\$47,162	\$35,372	\$11,791	\$121,442
21	2037	\$1,584,240	\$1,584,240	\$2,480,292	1.010	\$2,505,095	\$1,909,985	\$15,284	\$47,787	\$35,840	\$11,947	\$133,389
22	2038	\$1,584,240	\$1,584,240	\$2,505,095	1.010	\$2,530,146	\$1,935,046	\$15,284	\$48,417	\$36,313	\$12,104	\$145,493
23	2039	\$1,584,240	\$1,584,240	\$2,530,146	1.010	\$2,555,448	\$1,960,348	\$15,284	\$49,054	\$36,791	\$12,264	\$157,757
24	2040	\$1,584,240	\$1,584,240	\$2,555,448	1.010	\$2,581,002	\$1,985,902	\$15,284	\$49,698	\$37,273	\$12,424	\$170,181
25	2041	\$1,584,240	\$1,584,240	\$2,581,002	1.010	\$2,606,812	\$2,011,712	\$15,284	\$50,348	\$37,761	\$12,587	\$182,768
26	2042	\$1,584,240	\$1,584,240	\$2,606,812	1.010	\$2,632,880	\$2,037,780	\$15,284	\$51,004	\$38,253	\$12,751	\$195,519
27	2043	\$1,584,240	\$1,584,240	\$2,632,880	1.010	\$2,659,209	\$2,064,109	\$15,284	\$51,667	\$38,750	\$12,917	\$208,436
TOTAL		\$1,584,240		\$1,298,747		\$886,080		\$684,560			\$221,520	\$221,520

Notes:

Assumes xx% partial assessment in 20

First payment not made until first year of taxes received on full assessed value.

\*\*CONFIDENTIAL DRAFT FOR PLANNING PURPOSES ONLY\*\*

EXHIBIT

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**EXHIBIT D**  
**AGREEMENT TO UNDERTAKE DEVELOPMENT IN**  
**TAX INCREMENT DISTRICT NO. 8**  
**MUNICIPAL REVENUE OBLIGATION**  
**CITY OF WATERTOWN**  
**\$650,000.00**

THIS MUNICIPAL REVENUE OBLIGATION (the "Obligation") is created pursuant to Wis. Stat. § 66.0621 this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the City of Watertown, Jefferson County, Wisconsin (the "City") to MAIN STREET LLC, Its successors and assigns ("Developer").

WITNESSETH:

- A. The City and Developer have entered into an Agreement to Undertake Development in Tax Increment District No. \_\_\_\_\_ dated \_\_\_\_\_, 2022, (the "Development Agreement").
- B. This Obligation is issued by the City pursuant to the Development Agreement.
- C. Terms that are capitalized in this Obligation that are not defined in this Obligation and that are defined in the Development Agreement shall have the meanings assigned to such terms by the Development Agreement.

1. *Promise to Pay.* The City shall pay the Developer up to, but not to exceed, the principal amount of \$650,000.00 solely from Tax Increment Value, and, then, only from a sum limited and equal to exactly 75% of the Available Tax Increment from the Project's Tax Increment paid for each tax year during the term of the Developer Agreement, on an annual basis, minus any and all other debts or obligations otherwise owing to the City by virtue of the Development Agreement or otherwise. To the extent that on any Payment Date the City is unable to make a payment from Tax Increment Value at least equal to the Scheduled Payment due on such date as a result of having received, as of such date, insufficient Tax Increment Value, such failure shall not constitute a default under this Obligation and, except as hereinafter provided, the City shall have no obligation under this Obligation, or otherwise, to subsequently pay any such deficiency. Any payments on the Municipal Revenue Obligation, which are due on any Payment Date, shall be payable solely from and only to the extent that, as of such Payment Date, the City has received Tax Increment Value. The term of this Obligation and the City's Obligation are as exclusively and specifically provided in the Development. This Obligation shall terminate and the City's obligation to make any payments under this Obligation shall be discharged, and the City shall have no obligation and incur no liability to make any payments hereunder, after the date provided within the Development Agreement.

2. *Limited Obligation of City.* This Obligation shall be payable solely from Tax Increment Value from the Project, and shall not constitute a charge against the City's general credit or taxing power. The City shall not be subject to any liability hereunder, or be deemed to have obligated itself to pay Developer any amount from any funds, except the Tax Increment Value, and then only to the extent and in the manner herein specified.

3. *Subject to Annual Appropriations.* Each payment under this Obligation shall be subject to annual appropriation by the City in accordance with the requirements for revenue obligations and in a manner approved by the City's bond counsel.

4. *Payment Options.* To satisfy in full the City's obligations under this Obligation, the City shall have the right to prepay all or a portion of the outstanding principal balance of this Obligation at any time, at par and without penalty.

5. *Miscellaneous.* This Obligation is subject to the Tax Increment Law and to the Development Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF WATERTOWN

BY: \_\_\_\_\_, Mayor

ATTEST:

\_\_\_\_\_, City Clerk

Approved as to form:

\_\_\_\_\_, City Attorney

## **EXHIBIT E**

### **List of General Partners of Developer**

1. **Austin Gabriel Reis Green**  
**N8167 High Rd., Watertown, WI 53094**
2. **Evan Abraham Reis-Green**  
**N6633 Sunset Rd. Juneau, WI 53039**



## Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

Invoice.Payment due date = 10/18/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
<b>ABENDROTH WATER CONDITIONING</b>						
1074	ABENDROTH WATER CONDITIO	9463 093022	SOFTENER RENTAL-FIRE	10/12/2022	115.00	01-52-31-18 SUPPLIES & EXPENSE
Total 1074:					115.00	
<b>ABT MAILCOM</b>						
1001	ABT MAILCOM	2002TBP	TAX BILL POSTAGE ADVANCE-2	09/16/2022	4,400.00	01-51-40-19 GENERAL OFFICE SUPP
Total 1001:					4,400.00	
<b>AIR ONE EQUIPMENT INC</b>						
1423	AIR ONE EQUIPMENT INC	185925	METER CALIBRATION FD	10/11/2022	49.00	01-52-31-20 EQUIPMENT REPAIRS/RE
Total 1423:					49.00	
<b>ALSCO INC</b>						
1512	ALSCO INC	IMIL1844752	MATT SERVICE AT CITY HALL	09/30/2022	65.26	01-51-71-18 SUPPLIES & EXPENSE
1512	ALSCO INC	IMIL1844752	SHIRTS AND COVERALLS MEC	09/30/2022	65.76	01-54-31-59 SAFETY EQUIPMENT
1512	ALSCO INC	IMIL1844752	COVERALLS STORM WATER T	09/30/2022	28.67	16-58-16-41 SAFETY EQUIPMENT
1512	ALSCO INC	IMIL1844752	COVERALL SERVICE FOR SOLI	09/30/2022	4.84	17-58-17-59 SAFETY EQUIPMENT
Total 1512:					164.53	
1512	ALSCO INC	IMIL1846621	SCRIM WIPES FOR MECHANIC	10/07/2022	282.20	01-54-12-18 SUPPLIES & EXPENSE
Total 1512:					282.20	
1512	ALSCO INC	IMIL1846844	MATT SERVICE AT CITY HALL	10/07/2022	65.26	01-51-71-18 SUPPLIES & EXPENSE
1512	ALSCO INC	IMIL1846844	SHIRTS AND COVERALLS MEC	10/07/2022	54.27	01-54-31-59 SAFETY EQUIPMENT
1512	ALSCO INC	IMIL1846844	COVERALLS STORM WATER T	10/07/2022	27.14	16-58-16-41 SAFETY EQUIPMENT
1512	ALSCO INC	IMIL1846844	COVERALL SERVICE FOR SOLI	10/07/2022	4.84	17-58-17-59 SAFETY EQUIPMENT
Total 1512:					151.51	
<b>AMERICAN TEST CENTER</b>						
1543	AMERICAN TEST CENTER	2221975	ANNUAL SAFETY INSPECTION	10/03/2022	1,430.80	01-52-31-42 APPARATUS MAINTENAN
Total 1543:					1,430.80	
<b>AQUATIC INFORMATICS INC</b>						
554383	AQUATIC INFORMATICS INC	102196	WIMS BASIC SUPPORT/MAINT -	10/03/2022	1,735.00	03-99-21-18 SUPPLIES & EXPENSE
554383	AQUATIC INFORMATICS INC	102196	WIMS BASIC SUPPORT/MAINT -	10/03/2022	1,938.00	02-85-00-20 OUTSIDE SERVICES EM
Total 554383:					3,673.00	
<b>AT&amp;T MOBILITY-FIRSTNET</b>						
552664	AT&T MOBILITY-FIRSTNET	287303591659	IT PHONE	09/23/2022	43.61	01-51-86-32 TELEPHONE
552664	AT&T MOBILITY-FIRSTNET	287303591659	MAYOR PHONE	09/23/2022	43.61	01-51-31-32 TELEPHONE
Total 552664:					87.22	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
<b>BADGER WELDING SUPPLIES INC</b>						
2043	BADGER WELDING SUPPLIES I	3734084	OXYGEN CYLINDER RENTAL-F	09/30/2022	6.00	01-52-31-54 EMS SUPPLIES
Total 2043:					6.00	
<b>BUSS ELECTRICAL CONTRACTING LLC</b>						
2963	BUSS ELECTRICAL CONTRACTI	4259	REPAIR CONDUITS ON HWY 26	09/29/2022	677.00	01-54-24-20 REPAIRS
Total 2963:					677.00	
2963	BUSS ELECTRICAL CONTRACTI	4269	MAIN ST DECO LIGHTS REPAIR	10/05/2022	2,061.00	01-54-42-20 REPAIRS
Total 2963:					2,061.00	
<b>CENTURYLINK</b>						
3301	CENTURYLINK	612289136	PHONE SERVICE - LONG DISTA	10/01/2022	8.83	01-51-71-32 TELEPHONE
Total 3301:					8.83	
<b>CON-COR COMPANY INC</b>						
3714	CON-COR COMPANY INC	113570	DIAMOND ASPHALT BLADES	09/27/2022	872.00	01-54-31-19 SAW BLADES
Total 3714:					872.00	
<b>COOPER HUMPHRIES</b>						
553351	COOPER HUMPHRIES	100422	STRAW BALES FOR PARK SYS	10/04/2022	250.00	01-55-41-18 SUPPLIES & EXPENSE
Total 553351:					250.00	
<b>CORE &amp; MAIN LP</b>						
3784	CORE & MAIN LP	R576430	2023 PROJECT MATERIAL - WT	09/29/2022	450,031.59	03-99-99-99 CAPITAL OUTLAY
Total 3784:					450,031.59	
3784	CORE & MAIN LP	R653859	RIVERSIDE PARK RESTROOMS	09/30/2022	6,565.80	05-55-41-70 CAPITAL PROJECTS
Total 3784:					6,565.80	
3784	CORE & MAIN LP	R677042	2023 PROJECT MATERIAL - WT	09/30/2022	34,800.00	03-99-99-99 CAPITAL OUTLAY
Total 3784:					34,800.00	
<b>COREY OIL LTD</b>						
3786	COREY OIL LTD	273117	DEF FLUID	10/04/2022	247.50	01-54-11-40 GASOLINE
3786	COREY OIL LTD	273117	DEF FLUID	10/04/2022	247.50	17-58-17-40 FUEL
Total 3786:					495.00	
<b>CORNERSTONE ENVIRONMENTAL GROUP LLC</b>						
3785	CORNERSTONE ENVIRONMEN	51966812	BOOMER STREET OLD LANDFI	10/11/2022	2,140.83	17-58-17-26 OLD LANDFILL EXPENSE
Total 3785:					2,140.83	
<b>CORPORATE BUSINESS SYSTEMS</b>						
3793	CORPORATE BUSINESS SYSTE	32502586	COPIER LEASE FEE-HR	09/26/2022	100.80	01-51-60-18 SUPPLIES & EXPENSE
3793	CORPORATE BUSINESS SYSTE	32502586	COPIER LEASE FEE-IT	09/26/2022	14.40	01-51-86-18 IT SUPPLIES & EXPENSE
3793	CORPORATE BUSINESS SYSTE	32502586	COPIER LEASE FEE-MAYOR	09/26/2022	14.40	01-51-31-18 SUPPLIES & EXPENSE

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
3793	CORPORATE BUSINESS SYSTE	32502586	COPIER LEASE FEE-SIDC	09/26/2022	14.40	60-51-05-18 SUPPLIES SIDC COORD
Total 3793:					144.00	
3794	CORPORATE BUSINESS SYSTE	327742	COPIER MAINT FEE-HR	10/04/2022	16.12	01-51-60-18 SUPPLIES & EXPENSE
3794	CORPORATE BUSINESS SYSTE	327742	COPIER MAINT FEE-MAYOR	10/04/2022	18.21	01-51-31-18 SUPPLIES & EXPENSE
3794	CORPORATE BUSINESS SYSTE	327742	COPIER MAINT FEE-IT	10/04/2022	1.21	01-51-86-18 IT SUPPLIES & EXPENSE
3794	CORPORATE BUSINESS SYSTE	327742	COPIER MAINT FEE-SIDC	10/04/2022	1.51	60-51-05-18 SUPPLIES SIDC COORD
Total 3794:					37.05	
<b>CREDIT MANAGEMENT CONTROL INC</b>						
552743	CREDIT MANAGEMENT CONTR	09302022	SKIP TRACING - FIRE	09/30/2022	56.00	01-52-31-56 EMS BILLING EXPENSE
Total 552743:					56.00	
<b>DECKER SUPPLY CO INC</b>						
4250	DECKER SUPPLY CO INC	920985	ARPA STREET UPGRADES	09/27/2022	581.00	24-58-11-69 STREET UPGRADES
Total 4250:					581.00	
<b>DIGICORP INC</b>						
4468	DIGICORP INC	15033	PD - CAMERA SOFTWARE	09/22/2022	232.00	01-52-11-20 MAINTENANCE CONTRA
Total 4468:					232.00	
<b>DODGE COUNTY REGISTER OF DEEDS</b>						
4545	DODGE COUNTY REGISTER OF	REC CUP - 13	REC CUP - 1301 MEMORIAL DR	10/04/2022	30.00	01-51-40-18 SUPPLIES & EXPENSE
Total 4545:					30.00	
<b>EMERGENCY STARTING &amp; TOWING LLC</b>						
5560	EMERGENCY STARTING & TOW	31900	AIRPORT BOBCAT WINCH-OUT	09/26/2022	250.00	01-54-53-20 REPAIRS
Total 5560:					250.00	
<b>EMS INDUSTRIAL INC</b>						
5578	EMS INDUSTRIAL INC	904080	RPLMNT MOTOR-WAS #2 - WW	09/29/2022	1,638.00	02-83-10-40 GENERAL PLANT STRUC
Total 5578:					1,638.00	
<b>FEILS CATERING</b>						
6093	FEILS CATERING	1220930	BIRTHDAY MEALS-SR CENTER	09/30/2022	26.50	01-58-11-07 SR. CENTER FUNDRAISI
Total 6093:					26.50	
<b>FIRE SERVICE INC</b>						
6371	FIRE SERVICE INC	WI-3088	DEF FLUID -FD	10/04/2022	133.92	01-52-31-42 APPARATUS MAINTENAN
Total 6371:					133.92	
6371	FIRE SERVICE INC	WI-3111	B SERVICE FOR MED 54-FD	10/05/2022	600.00	01-52-31-42 APPARATUS MAINTENAN
Total 6371:					600.00	
6371	FIRE SERVICE INC	WI-3172	STARTER REPAIR MED 51-FD	10/07/2022	1,409.32	01-52-31-42 APPARATUS MAINTENAN

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total 6371:					1,409.32	
6371	FIRE SERVICE INC	WI-3176	2 CUSHION SEATS-E61	10/10/2022	684.14	01-52-31-42 APPARATUS MAINTENAN
Total 6371:					684.14	
<b>FRAWLEY OIL COMPANY INC</b>						
6728	FRAWLEY OIL COMPANY INC	7754984	BULK OIL FOR STREET EQUIP	09/02/2022	1,784.61	01-54-11-40 GASOLINE
6728	FRAWLEY OIL COMPANY INC	7754984	BULK OIL FOR SOLID WASTE E	09/02/2022	1,784.62	17-58-17-40 FUEL
6728	FRAWLEY OIL COMPANY INC	7754984	BULK OIL FOR STORM WATER	09/02/2022	1,784.62	16-58-16-40 EQUIPMENT FUEL
Total 6728:					5,353.85	
<b>GLENN LASSANSKE</b>						
53726	GLENN LASSANSKE	061251	MISC RIVERFEST EXPENSE	08/07/2022	200.00	12-50-05-75 BEVERAGE EXPENSES
53726	GLENN LASSANSKE	061251	MISC RIVERFEST EXPENSE	08/07/2022	24.46	12-50-05-30 FIREWORKS
Total 53726:					224.46	
<b>GRAINGER</b>						
7628	GRAINGER	9298154320	WAC PRESSURE GUAGE	05/02/2022	14.94	01-55-22-20 REPAIRS
Total 7628:					14.94	
<b>GT DESIGNS AND APPAREL LLC</b>						
7044	GT DESIGNS AND APPAREL LL	7571	BRIDGE PLAQUE	09/29/2022	134.00	12-50-05-60 MISCELLANEOUS
Total 7044:					134.00	
<b>H&amp;H FIRE PROTECTION LLC</b>						
8009	H&H FIRE PROTECTION LLC	18837	ANNUAL INSPECTION OF CITY	09/21/2022	156.05	01-51-71-20 REPAIRS
Total 8009:					156.05	
<b>HYDROCORP</b>						
8994	HYDROCORP	0069043-IN	CROSS CONNECTION PROGRA	09/30/2022	1,207.00	03-99-23-18 OUTSIDE SERVICES EXP
Total 8994:					1,207.00	
<b>INSIGHT FS</b>						
9415	INSIGHT FS	57034526	PARK FERT & HERB	09/28/2022	430.31	01-55-41-41 FERTILIZERS & HERBICI
Total 9415:					430.31	
9415	INSIGHT FS	57034564	PARK FERT & HERB	09/30/2022	3,280.75	01-55-41-41 FERTILIZERS & HERBICI
Total 9415:					3,280.75	
9415	INSIGHT FS	57034648	PARK FERT & HERB	10/05/2022	479.15-	01-55-41-41 FERTILIZERS & HERBICI
Total 9415:					479.15-	
<b>JANI-KING OF MILWAUKEE</b>						
10100	JANI-KING OF MILWAUKEE	MIL10220169	CLEANING SERVICE AT AIRPOR	10/01/2022	642.75	01-54-53-18 SUPPLIES & EXPENSE

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total 10100:					642.75	
<b>JASON SCHULTZ</b>						
553567	JASON SCHULTZ	F480L9CGPR	WITNESS FEES	10/05/2022	6.00	01-51-61-42 WITNESS FEES
Total 553567:					6.00	
<b>JEFFERSON COUNTY CLERK</b>						
10225	JEFFERSON COUNTY CLERK	AUGUST PRIM	AUG ELECTION SUPPLIES - JE	08/09/2022	25.00	01-51-41-18 SUPPLIES & EXPENSE
Total 10225:					25.00	
<b>JEFFERSON COUNTY ZONING DEPT.</b>						
10298	JEFFERSON COUNTY ZONING	12902-2022	CLEAN SWEEP PROGRAM	10/10/2022	20,000.00	17-58-17-43 CLEAN SWEEP
Total 10298:					20,000.00	
<b>JMB &amp; ASSOCIATES LLC</b>						
552732	JMB & ASSOCIATES LLC	37779	ANNUAL CALIBRATION	03/31/2022	1,181.66	01-54-12-20 REPAIRS
552732	JMB & ASSOCIATES LLC	37779	ANNUAL CALIBRATION	03/31/2022	1,181.67	16-58-16-19 MISC. STREET SUPPLIE
552732	JMB & ASSOCIATES LLC	37779	ANNUAL CALIBRATION	03/31/2022	1,181.67	17-58-17-18 SUPPLIES
Total 552732:					3,545.00	
<b>JX ENTERPRISES INC</b>						
1094	JX ENTERPRISES INC	13172380P	SOLID WASTE #19 AND STOCK	09/23/2022	225.34	17-58-17-20 REPAIRS
Total 1094:					225.34	
1094	JX ENTERPRISES INC	13172689P	GLASS CONVEX CREDIT	09/26/2022	69.98-	17-58-17-20 REPAIRS
Total 1094:					69.98-	
1094	JX ENTERPRISES INC	13173475P	SOLID WASTE #21 POWER STE	10/04/2022	543.44	17-58-17-20 REPAIRS
Total 1094:					543.44	
<b>KAESER COMPRESSORS INC</b>						
11029	KAESER COMPRESSORS INC	915550405	COMPRESSOR-PRIMARY SLUD	10/04/2022	11,299.05	02-97-30-12 REPAIR OR REPLACE
Total 11029:					11,299.05	
<b>KEIL ENTERPRISES</b>						
11252	KEIL ENTERPRISES	NELL-1012202	PD - TRAINING	10/12/2022	249.00	01-52-11-56 TRAINING
Total 11252:					249.00	
<b>KOPLIN EXCAVATING &amp; GRADING INC</b>						
11624	KOPLIN EXCAVATING & GRADI	124634	CLEAR ROCK AND PEA GRAVE	09/30/2022	542.56	16-58-16-46 EXCAVATE/REPAIR/INSTA
Total 11624:					542.56	
<b>KWIK TRIP BUSINESS PLUS</b>						
11973	KWIK TRIP BUSINESS PLUS	V1926 SEPT 2	FUEL-FIRE	10/01/2022	53.47	01-52-31-40 FUEL

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total 11973:					53.47	
<b>KWIK TRIP EXTENDED NETWORK</b>						
11971	KWIK TRIP EXTENDED NETWO	NP63018240	PD - CAR WASH/FUEL	10/03/2022	60.16	01-52-11-40 FUEL
Total 11971:					60.16	
<b>KWIK TRIP-LA CROSSE</b>						
54264	KWIK TRIP-LA CROSSE	2900058944	SENIOR CENTER SCRIP CARD	09/20/2022	540.00	01-58-11-07 SR. CENTER FUNDRAISI
Total 54264:					540.00	
<b>LAKESIDE INTERNATIONAL TRUCKS</b>						
12048	LAKESIDE INTERNATIONAL TR	5165705P	TRUCK #53 CABLE	09/29/2022	44.80	01-54-11-20 REPAIRS
Total 12048:					44.80	
12048	LAKESIDE INTERNATIONAL TR	5165888P	TRUCK #51 GEAR ASSEMBLE A	10/04/2022	1,374.38	01-54-11-20 REPAIRS
Total 12048:					1,374.38	
<b>LRS</b>						
554437	LRS	0002983839	AIRPORT TRASH DISPOSAL - A	09/30/2022	91.80	01-54-53-18 SUPPLIES & EXPENSE
Total 554437:					91.80	
<b>LYCON INC</b>						
553951	LYCON INC	0971125-IN	SS CHURCH ST CONCRETE	09/30/2022	5,236.13	05-58-11-69 STREETS
Total 553951:					5,236.13	
553951	LYCON INC	0971780-IN	N CHURCH ST HWY 26 REPAIR	10/09/2022	3,174.92	05-58-11-69 STREETS
Total 553951:					3,174.92	
<b>MC TOOLS &amp; REPAIR LLC</b>						
554422	MC TOOLS & REPAIR LLC	1491	NOZZLE-CAMEL TRUCK - WW	09/30/2022	4,006.17	02-83-10-45 TV/CLEANING EQUIPME
Total 554422:					4,006.17	
<b>MENARDS INC</b>						
13384	MENARDS INC	37781	WAC MARINE POLISH, DEGREAS	08/23/2022	367.54	01-55-22-20 REPAIRS
Total 13384:					367.54	
13384	MENARDS INC	38207	WAC SUMP PUMP, WOOD	08/30/2022	204.75	01-55-22-20 REPAIRS
Total 13384:					204.75	
13384	MENARDS INC	40195	SHOP CLEANING SUPPLIES - W	10/05/2022	33.35	03-99-30-18 SUPPLIES-ADMIN. MISC.
Total 13384:					33.35	
13384	MENARDS INC	40561	PARTS/SUPPLIES-INSTALL CO	10/12/2022	144.09	02-97-30-12 REPAIR OR REPLACE

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total 13384:					144.09	
<b>MICHELS CORPORATION</b>						
13415	MICHELS CORPORATION	439715	STONE FOR LUNDE LN	09/24/2022	564.40	16-58-16-46 EXCAVATE/REPAIR/INSTA
Total 13415:					564.40	
13415	MICHELS CORPORATION	440285	BRANDT-QUIRK PARK - LUNDY	09/30/2022	1,862.06	16-58-16-46 EXCAVATE/REPAIR/INSTA
Total 13415:					1,862.06	
<b>MID-AMERICAN RESEARCH CHEMICAL</b>						
13423	MID-AMERICAN RESEARCH CH	0772764-IN	CHEMICALS	09/23/2022	151.46	01-51-71-18 SUPPLIES & EXPENSE
Total 13423:					151.46	
<b>MID-STATE EQUIPMENT</b>						
13424	MID-STATE EQUIPMENT	D38241 A	OIL & BEARING FOR BOBCAT U	10/11/2022	159.65	02-82-00-18 SUPPLIES & EXPENSE
Total 13424:					159.65	
<b>MJ CONSTRUCTION INC</b>						
554349	MJ CONSTRUCTION INC	PR2 10-22	10-22 LSL RPLMNT - WTR	10/10/2022	567,434.05	03-41-41-50 LEAD SVC LATERAL GRA
Total 554349:					567,434.05	
<b>MULCAHY SHAW WATER INC</b>						
13870	MULCAHY SHAW WATER INC	324524	ELECTRODE & LOW WTR RELA	09/22/2022	891.93	02-83-10-40 GENERAL PLANT STRUC
Total 13870:					891.93	
<b>PAULI PLUMBING INC</b>						
16173	PAULI PLUMBING INC	110406	MUNI BLDG - FD PLUMBING	10/03/2022	168.00	01-51-71-20 REPAIRS
Total 16173:					168.00	
<b>PUBLIC SERVICE COMMISSION OF</b>						
16900	PUBLIC SERVICE COMMISSION	RA23-I-06230	2022-2023 ADVANCE ASSESSM	09/29/2022	5,427.67	03-99-28-18 REGULATORY COMMISS
Total 16900:					5,427.67	
<b>R&amp;R INSURANCE SERVICES INC</b>						
18005	R&R INSURANCE SERVICES IN	2729991	WORK COMP INSURANCE COV	10/03/2022	26,968.00	01-51-94-46 WORKMAN'S COMPENS
Total 18005:					26,968.00	
18005	R&R INSURANCE SERVICES IN	2729992	INSURANCE COVERAGE-LIABIL	10/03/2022	17,204.00	01-51-94-40 PUBLIC LIABILITY
Total 18005:					17,204.00	
<b>REDFORD DATA SERVICES LLC</b>						
18371	REDFORD DATA SERVICES LLC	359	SCADA SYSTEM WORK - WW	10/03/2022	517.70	02-85-00-60 COMPUTER MAINTENAN
18371	REDFORD DATA SERVICES LLC	359	SCADA SYSTEM WORK - WTR	10/03/2022	6,353.46	03-99-23-18 OUTSIDE SERVICES EXP
Total 18371:					6,871.16	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
<b>RHYME BUSINESS PRODUCTS</b>						
4092	RHYME BUSINESS PRODUCTS	32552404	COPIER MAINT FEE-	10/03/2022	583.87	01-52-11-20 MAINTENANCE CONTRA
Total 4092:					583.87	
<b>RODS DOORS</b>						
18698	RODS DOORS	11180	PUT CABLE ON/ADJ OPENER LI	09/28/2022	90.00	02-85-00-20 OUTSIDE SERVICES EM
Total 18698:					90.00	
<b>SEIDER HEATING PLUMBING &amp; ELECTRICAL</b>						
554436	SEIDER HEATING PLUMBING &	1	REFUND FOR OVERPAYMENT	10/12/2022	16.50	01-43-51-52 ELECTRICAL PERMITS
Total 554436:					16.50	
<b>SHERWIN WILLIAMS</b>						
19523	SHERWIN WILLIAMS	9325-1	PAINT FOR LINE STRIPE MACH	09/29/2022	17.99	01-54-41-18 SUPPLIES & EXPENSE
Total 19523:					17.99	
<b>TAPCO</b>						
20135	TAPCO	1737151	STREET SIGN -ROCKY RD	09/27/2022	194.54	01-54-41-20 NEW STREET SIGNS
Total 20135:					194.54	
<b>TNEMEC COMPANY, INC.</b>						
20580	TNEMEC COMPANY, INC.	2579506	WAC EPOXY	09/19/2022	250.40	01-55-22-20 REPAIRS
Total 20580:					250.40	
<b>TVG AUTOMATION LLC</b>						
20013	TVG AUTOMATION LLC	10383	CALIBRATION OF FLOW METER	10/05/2022	1,504.16	02-83-10-30 INSTRUMENT CALIBRATI
Total 20013:					1,504.16	
<b>UNILOCK CHICAGO INC</b>						
554185	UNILOCK CHICAGO INC	SIN2517448	E MAIN ST RETAINING WALL	10/06/2022	1,035.68	05-58-11-73 SIDEWALK
Total 554185:					1,035.68	
<b>UNIVERSAL RECYCLING TECHNOLOGIES LLC</b>						
21538	UNIVERSAL RECYCLING TECH	ARINV192210	APPLIANCE RECYCLING	10/06/2022	1,031.20	17-58-17-41 OUTSIDE RECYCLING S
Total 21538:					1,031.20	
<b>US POSTAL SERVICE-WATERTOWN</b>						
21522	US POSTAL SERVICE-WATERT	SF100322	PRE-PMT FOR MAILING WATER	10/04/2022	2,500.00	03-90-30-18 SUPPLIES-CUSTOMER R
Total 21522:					2,500.00	
<b>VERONA SAFETY SUPPLY INC</b>						
552483	VERONA SAFETY SUPPLY INC	67692	SAFETY GLASSES	09/30/2022	32.54	17-58-17-59 SAFETY EQUIPMENT
Total 552483:					32.54	
<b>VET PEST CONTROL LLC</b>						
554266	VET PEST CONTROL LLC	0131	PARK PEST CONTROL	09/27/2022	80.00	01-55-41-18 SUPPLIES & EXPENSE

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total 554266:					80.00	
554266	VET PEST CONTROL LLC	0132	PARK PEST CONTROL	09/27/2022	65.00	01-55-41-18 SUPPLIES & EXPENSE
Total 554266:					65.00	
554266	VET PEST CONTROL LLC	0133	WAC PEST CONTROL	09/27/2022	65.00	01-55-22-18 SUPPLIES & EXPENSE
Total 554266:					65.00	
<b>VISU-SEWER INC</b>						
22540	VISU-SEWER INC	34135	THIRD ST PROTRUDING TAP C	09/30/2022	4,593.75	16-58-16-43 MS4 MAINTENANCE
Total 22540:					4,593.75	
<b>WATER WELL INVESTMENTS LLC</b>						
23121	WATER WELL INVESTMENTS LL	WI22-09-124	VFD INSTALL(2)-WTP HIGH LIFT	09/30/2022	12,450.00	03-99-99-98 CAPITAL OUTLAY ITEMS
Total 23121:					12,450.00	
<b>WATERTOWN AREA CHAMBER OF COMMERCE</b>						
23160	WATERTOWN AREA CHAMBER	119	TOURISM FUNDS MANAGEMEN	10/06/2022	2,250.00	22-55-12-10 CHAMBER OF COMMER
Total 23160:					2,250.00	
<b>WATERTOWN MEDICAL CENTER LLC</b>						
23400	WATERTOWN MEDICAL CENTE	COLE-1002202	PD - OHS - DRUG SCREEN	09/13/2022	30.00	01-52-11-17 OUTSIDE SERVICES
Total 23400:					30.00	
<b>WATERTOWN MEMORIAL CO., INC.</b>						
23224	WATERTOWN MEMORIAL CO., I	22-0377	RIVERFEST BRIDGE NAMING P	10/03/2022	678.00	12-50-05-60 MISCELLANEOUS
Total 23224:					678.00	
<b>WELDERS SUPPLY COMPANY</b>						
23581	WELDERS SUPPLY COMPANY	10315084	WELDING RENTALS FOR MAIN	09/30/2022	37.75	01-54-11-20 REPAIRS
Total 23581:					37.75	
<b>WEPCO PRINTING INC</b>						
23585	WEPCO PRINTING INC	39248	CHRISTMAS PARADE PRINTING	09/28/2022	165.00	22-55-12-19 CHRISTMAS PARADE
Total 23585:					165.00	
<b>WESTERN CULVERT &amp; SUPPLY INC</b>						
23587	WESTERN CULVERT & SUPPLY	067053	BRANDT-QUIRK PARK - LUNDY	09/30/2022	837.90	16-58-16-46 EXCAVATE/REPAIR/INSTA
Total 23587:					837.90	
<b>WI DEPARTMENT OF ADMINISTRATON</b>						
27870	WI DEPARTMENT OF ADMINIST	505-00000072	JOB ANNOUNCEMENT FOR IT	09/28/2022	175.00	01-51-86-18 IT SUPPLIES & EXPENSE
Total 27870:					175.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
<b>WI DEPT OF JUSTICE</b>						
23731	WI DEPT OF JUSTICE	G3488 202209	RECORDS CHECKS-REC	10/03/2022	28.00	01-55-21-18 SUPPLIES & EXPENSE
23731	WI DEPT OF JUSTICE	G3488 202209	RECORDS CHECKS-FINANCE	10/03/2022	7.00	01-51-40-18 SUPPLIES & EXPENSE
23731	WI DEPT OF JUSTICE	G3488 202209	RECORDS CHECKS-LIBRARY	10/03/2022	7.00	11-58-12-18 SUPPLIES
Total 23731:					42.00	
<b>WI DEPT OF REVENUE</b>						
23788	WI DEPT OF REVENUE	14 DODGE 202	MANUF ASSESS FEE-DODGE C	10/07/2022	32.12	01-51-52-44 MANUFACTURING ASSE
Total 23788:					32.12	
23788	WI DEPT OF REVENUE	28 JEFFERSO	MANUF ASSESS FEE-JEFF CTY	10/07/2022	8,072.03	01-51-52-44 MANUFACTURING ASSE
Total 23788:					8,072.03	
<b>WISCONSIN AVIATION INC</b>						
23646	WISCONSIN AVIATION INC	RYV2022-1903	AIRPORT MANAGER FEES-SEP	09/30/2022	4,536.00	01-54-53-10 AIRPORT MANAGERS FE
Total 23646:					4,536.00	
23646	WISCONSIN AVIATION INC	RYV2022-1904	AIRPORT LABOR	09/30/2022	537.60	01-54-53-18 SUPPLIES & EXPENSE
23646	WISCONSIN AVIATION INC	RYV2022-1904	AIRPORT MOWING	09/30/2022	2,730.00	01-54-53-36 MOWING
23646	WISCONSIN AVIATION INC	RYV2022-1904	AIRPORT DAILY LIGHT CHECKS	09/30/2022	735.00	01-54-53-38 NAVIGATIONAL AIDS
Total 23646:					4,002.60	
23646	WISCONSIN AVIATION INC	RYV22-189894	TRASH, GREASE, C-E BLOWER	09/30/2022	386.33	01-54-53-18 SUPPLIES & EXPENSE
23646	WISCONSIN AVIATION INC	RYV22-189894	MOWERS & TRUCK	09/30/2022	548.83	01-54-53-28 FUEL
23646	WISCONSIN AVIATION INC	RYV22-189894	NAV AIDS LIGHT REPAIR	09/30/2022	97.16	01-54-53-38 NAVIGATIONAL AIDS
Total 23646:					1,032.32	
<b>WOLF PAVING COMPANY INC</b>						
23910	WOLF PAVING COMPANY INC	4	2022 BITUMINOUS SURFACING	10/12/2022	131,113.51	05-58-11-69 STREETS
23910	WOLF PAVING COMPANY INC	4	2022 BITUMINOUS SURFACING	10/12/2022	38,511.95	24-58-11-69 STREET UPGRADES
Total 23910:					169,625.46	
<b>ZBM INC</b>						
26005	ZBM INC	28369	GENERAL SUPPLIES-AIRPORT	09/30/2022	57.67	01-54-53-18 SUPPLIES & EXPENSE
Total 26005:					57.67	
<b>ZOLL MEDICAL CORPORATION</b>						
26720	ZOLL MEDICAL CORPORATION	3583243	LITHIUM BATTERY FOR MONIT	09/30/2022	411.80	01-52-31-54 EMS SUPPLIES
Total 26720:					411.80	
Grand Totals:					1,420,943.83	

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 = 10/18/2022

CITY OF WATERTOWN

Cash & Investment Summary

09/30/22

Available Cash on Hand		
9/1/2022	\$	592,804.20
September Receipts	\$	6,169,445.89
Total Cash	\$	6,762,250.09
Disbursements		
Total Disbursements	\$	(6,019,861.26)
TOTAL AVAILABLE CASH	\$	742,388.83

Cash on Hand (in bank) 9/30/2022	\$	1,883,783.06
Less Outstanding Checks	\$	(1,141,394.23)
TOTAL AVAILABLE CASH	\$	742,388.83

<b>Total Invested Funds:</b>		
Local Government Investment Pool	\$	29,743,989.57
Ehlers Investment Partners	\$	11,252,366.26
TOTAL INVESTED FUNDS	\$	40,996,355.83

<b>Breakdown:</b>		
General	\$	10,180,378.06
Capital Projects	\$	4,863,057.07
Library	\$	460,021.04
TID #4	\$	3,115,602.49
TID #5	\$	1,062,465.92
ARPA	\$	2,192,220.61
Developer Park Fees	\$	155,988.38
Riverfest	\$	22,885.47
Envrionmental Health	\$	757,737.29
Wastewater Utility	\$	7,876,472.30
Water Utility	\$	6,329,888.06
Storm Water Utility	\$	3,349,489.81
Solid Waste	\$	630,149.33
TOTAL INVESTED FUNDS	\$	40,996,355.83

<b>Interest YTD (net of fees)</b>		
Local Government Investment Pool	\$	202,868.64
Ehler's (does not include market depreciation/appreciation)	\$	155,737.31
TOTAL INTEREST YTD (all funds)	\$	358,605.95

# PAYROLL SUMMARIES

For the Period of: 9/7/2022 9/20/2022

Section 10, Item B.

Department	Employees FT PT	Regular Hours	Overtime Hours	Overtime Costs this Pay Period	Y-T-D Overtime Costs	Overtime Budget	Total Payroll
Police	45 -	3,624.00	137.75	6,545.99	83,994.31	84,000.00	121,523.34
Police Dispatch	10 2	793.25	42.00	1,552.61	38,104.94	37,000.00	21,216.68
Fire	26 1	2,840.50	136.75	4,634.95	140,507.27	92,000.00	74,455.00
Municipal Court	1 1	100.00	-	-	-	-	2,948.88
Mayor	1 -	80.00	-	-	-	-	2,692.28
Bldg. Inspection	3 3	277.50	2.00	-	222.01	1,000.00	7,531.54
Attorney	2 1	220.00	-	-	-	-	6,186.92
Finance	5 -	400.00	5.00	189.53	1,820.99	1,500.00	10,333.95
Watertown TV	2 2	190.00	-	-	-	-	4,479.00
Administration	3 1	238.25	-	-	-	-	7,533.66
Engineering	4 2	403.75	-	-	-	-	8,290.30
Health	9 3	820.25	-	-	183.30	12,000.00	24,762.88
Library	8 17	1,158.25	-	-	550.25	-	22,641.07
Municipal Building	1 -	80.00	-	-	1,287.91	1,000.00	1,598.40
Senior Center	3 1	260.00	-	-	265.22	400.00	5,719.20
Solid Waste	7 -	519.50	4.00	156.17	2,351.43	2,700.00	14,166.52
Street	23 -	1,840.00	17.50	630.24	18,962.28	45,900.00	54,596.53
Park	8 2	796.25	11.75	632.83	6,921.62	18,000.00	17,924.09
Forestry	2 -	160.00	5.50	-	-	-	4,236.00
Park/Rec Admin	2 -	160.00	-	-	-	-	9,282.39
Recreation and Pools	- 29	243.00	-	-	2,849.94	500.00	3,816.79
Wastewater	11 -	880.00	16.75	731.77	5,848.91	18,000.00	25,417.93
Water Dept.	11 -	880.00	18.50	750.79	9,712.30	36,697.00	28,482.86
Crossing Guards	- 10	125.00	-	-	-	-	1,406.25
Police Auxiliary	- 1	4.00	-	-	-	-	63.04
Alderpersons (2nd PR)	- 9	9.00	-	-	-	-	4,062.15
<b>TOTALS</b>	<b>187 FT 85 PT</b>	<b>17,102.50</b>	<b>397.50</b>	<b>15,824.88</b>	<b>314,336.52</b>	<b>350,697.00</b>	<b>485,367.65</b>

# PAYROLL SUMMARIES

For the Period of: 9/21/2022 10/4/2022

Section 10, Item B.

Department	Employees FT PT		Regular Hours	Overtime Hours	Overtime Costs this Pay Period	Y-T-D Overtime Costs	Overtime Budget	Total Payroll
Police	46	-	3,642.50	152.25	5,525.79	89,794.50	84,000.00	114,662.07
Police Dispatch	9	1	747.50	38.00	4,828.77	39,657.55	37,000.00	21,846.78
Fire	26	2	2,768.00	229.00	7,679.21	145,142.22	92,000.00	76,095.93
Municipal Court	1	1	100.00	-	-	-	-	2,948.88
Mayor	1	-	80.00	-	-	-	-	2,692.28
Bldg. Inspection	3	3	277.50	-	-	222.01	1,000.00	7,449.08
Attorney	2	1	214.00	-	-	-	-	5,724.68
Finance	6	-	416.00	-	-	2,010.52	1,500.00	9,431.26
Watertown TV	2	2	190.00	-	-	-	-	4,479.00
Administration	1	1	120.00	-	-	-	-	8,222.31
Engineering	4	2	403.75	-	-	-	-	9,094.25
Health	9	4	856.50	-	-	183.30	12,000.00	24,821.19
Library	8	17	1,105.00	-	-	550.25	-	22,396.56
Municipal Building	1	-	80.00	-	-	1,287.91	1,000.00	1,598.40
Senior Center	3	1	270.00	5.00	-	265.22	400.00	5,919.21
Solid Waste	7	-	541.00	1.50	217.11	2,507.60	2,700.00	13,346.24
Street	23	-	1,840.00	22.25	685.29	19,523.16	45,900.00	59,998.52
Park	8	1	704.00	13.75	201.62	7,554.45	18,000.00	18,894.19
Forestry	2	-	160.00	-	-	-	-	4,206.18
Park/Rec Admin	1	-	80.00	-	-	-	-	14,170.10
Recreation and Pools	-	35	301.50	-	322.61	2,849.94	500.00	21,295.82
Wastewater	11	-	880.00	2.50	374.91	6,580.68	18,000.00	25,885.64
Water Dept.	11	-	880.00	9.25	383.90	10,463.09	36,697.00	28,806.88
Crossing Guards	-	9	115.00	-	-	-	-	-
Police Auxiliary	-	4	18.00	-	-	-	-	1,426.28
Alderspersons (2nd PR)	-	-	-	-	-	-	-	4,062.15
<b>TOTALS</b>	<b>185 FT</b>	<b>84 PT</b>	<b>16,790.25</b>	<b>473.50</b>	<b>20,219.21</b>	<b>329,357.39</b>	<b>350,697.00</b>	<b>509,473.88</b>

## CREDIT CARD PURCHASES OVER \$10,000

Date	Amount	Expense Account	Vendor	Description
9/9/2022	\$2,625.55	03-66-75-18	JERRY HEPP EXCAVATING INC	EXCAVATING TICKETS - WTR
9/9/2022	\$9,666.65	03-99-99-99	JERRY HEPP EXCAVATING INC	EXCAVATING TICKETS - WTR
9/12/2022	\$3,630.55	03-66-73-18	JERRY HEPP EXCAVATING INC	EXCAVATING TICKETS - WTR
9/12/2022	\$9,683.50	03-99-99-99	JERRY HEPP EXCAVATING INC	EXCAVATING TICKETS - WTR
9/21/2022	\$6,556.10	03-66-73-18	JERRY HEPP EXCAVATING INC	EXCAVATING TICKETS - WTR
9/21/2022	\$2,860.55	03-99-99-99	JERRY HEPP EXCAVATING INC	EXCAVATING TICKETS - WTR
9/9/2022	\$880.00	03-62-26-18	CORE & MAIN LP	SILENT CHK VLV(2)-SOUTH BOOSTER STN - WTR
9/9/2022	\$3,628.00	03-99-99-99	CORE & MAIN LP	RPL INVENTORY PARTS USED FOR PARKVIEW PROJECT - WTR
9/9/2022	\$32.52	03-99-99-99	CORE & MAIN LP	BRASS BUSHINGS(6)-CORROSION CNTRL STUDY - WTR
9/9/2022	\$2,158.00	03-01-15-40	CORE & MAIN LP	INVENTORY-CORP CCXCTS(26) - WTR
9/9/2022	\$4,035.00	03-01-15-40	CORE & MAIN LP	INVENTORY-COPPER TUBE 100'(500) - WTR



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

---

May 17, 2022

TO: Members of the Common Council

The following applications have been recommended for approval by the Licensing Board:

Application for Temporary Class B License by Big Brother Big Sisters of South-Central Wisconsin for CMN Movie Night located at 308 E. Main Street on Dec 6, 2022 from 5:00 p.m. - 10:00 p.m.

Respectfully submitted,

Megan Dunneisen, City Clerk

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

Section 11, Item B.

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ \_\_\_\_\_

Application Date: 9-20-2022

☐ Town ☐ Village ☒ City of Watertown

County of Dodge

The named organization applies for: (check appropriate box(es).)

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☒ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 5:00 pm and ending 10:00 pm and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

## 1. Organization (check appropriate box) →

- ☐ Bona fide Club ☐ Church ☐ Lodge/Society  
☐ Veteran's Organization ☐ Fair Association or Agricultural Society  
☒ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name Big Brothers Big Sisters of South Central Wisconsin

(b) Address 1545 Hobbs Drive, P.O. Box 655, Delavan, WI 53115  
(Street) ☐ Town ☐ Village ☒ City

(c) Date organized 1978

(d) If corporation, give date of incorporation 1985

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☒

(f) Names and addresses of all officers:

President Gretchen Burgess

Vice President Tom Malone

Secretary Mike Gosenheimer

Treasurer Edward Chady

(g) Name and address of manager or person in charge of affair: Kurt Saterbak  
1545 Hobbs Drive, Delavan, WI 53115

## 2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 308 E. Main Street

(b) Lot \_\_\_\_\_ Block \_\_\_\_\_

(c) Do premises occupy all or part of building? Part

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: NW corner, the large theatre and lobby

## 3. Name of Event

(a) List name of the event CMN MOVIE NIGHT

(b) Dates of event December 6, 2022

## DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer [Signature]  
(Signature / Date)

Big Brothers Big Sisters of South Central WI.  
(Name of Organization)

Date Filed with Clerk \_\_\_\_\_

Date Reported to Council or Board \_\_\_\_\_

Date Granted by Council \_\_\_\_\_

License No. \_\_\_\_\_

# EXHIBIT "A"



## Proposed Business Plan Summary

On 07/03/2022, Elite Lock & Key, (formerly: Elite Auto and Bike Repair) committed to a one-year commercial business lease with the property owners of 820 E. Main St. in the city of Watertown. This lease will begin on 09/01/2022 at which time Elite Lock & Key will provide the following services:

- Automotive key and remote sales
- Automotive key and remote cutting and programming
- CCTV sales and installation
- Automotive security sales
- Residential lock and security device sales
- Mobile lockout services

Our business hours will be Monday through Friday, 8am to 5:30pm. If business demands, possibly Saturday's, 9am to 2pm. All after hour lockout calls will be routed to personal mobile phones and dispatched directly from employee home to service location off site.

The primary reason for relocation from our current location at 1304 W. Main St. is due to a complete unwillingness from the property owner and other business located at the property to make parking accessible, improve and update the exterior of the building, repave or blacktop the parking lot and to perform basic landscaping and lawn care. The majority of our current customers will not drive to the small parking area I'm allowed currently. This has cost our business valuable customers. We have been told by numerous customers and resident around town that a centralized, clean location would benefit both our business and the city. There are currently no other automotive key or remote suppliers in town or any surrounding city, other than high-cost dealerships

We are requesting the zoning change to allow automotive and moped repair, as well as small engine repair. We hope to continue growing the key and

security side of the business, with the option available to us to offer auto and moped repair if called for.

Prior to our move in date of 09/01/22, we have a commitment from the property owner to reseal the entire parking lot. We will also be painting at a minimum, the front face of the building. Our goal is to use the same color scheme and restore the look of the building to original. Those colors consist of white for the building exterior walls and dark blue for the trim on the exterior, covering the faded blue trim. We have already removed the old "Hales Corner" sign that is mounted to the front of the property at 820 E. Main St. and restored it back to the Mobil Pegasus light up sign that was originally installed. We intend on having a very clean and clutter free building, inside and out. Our end goal is to keep but refine the historic filling station look and eventually purchase the property if and when it becomes available for purchase.

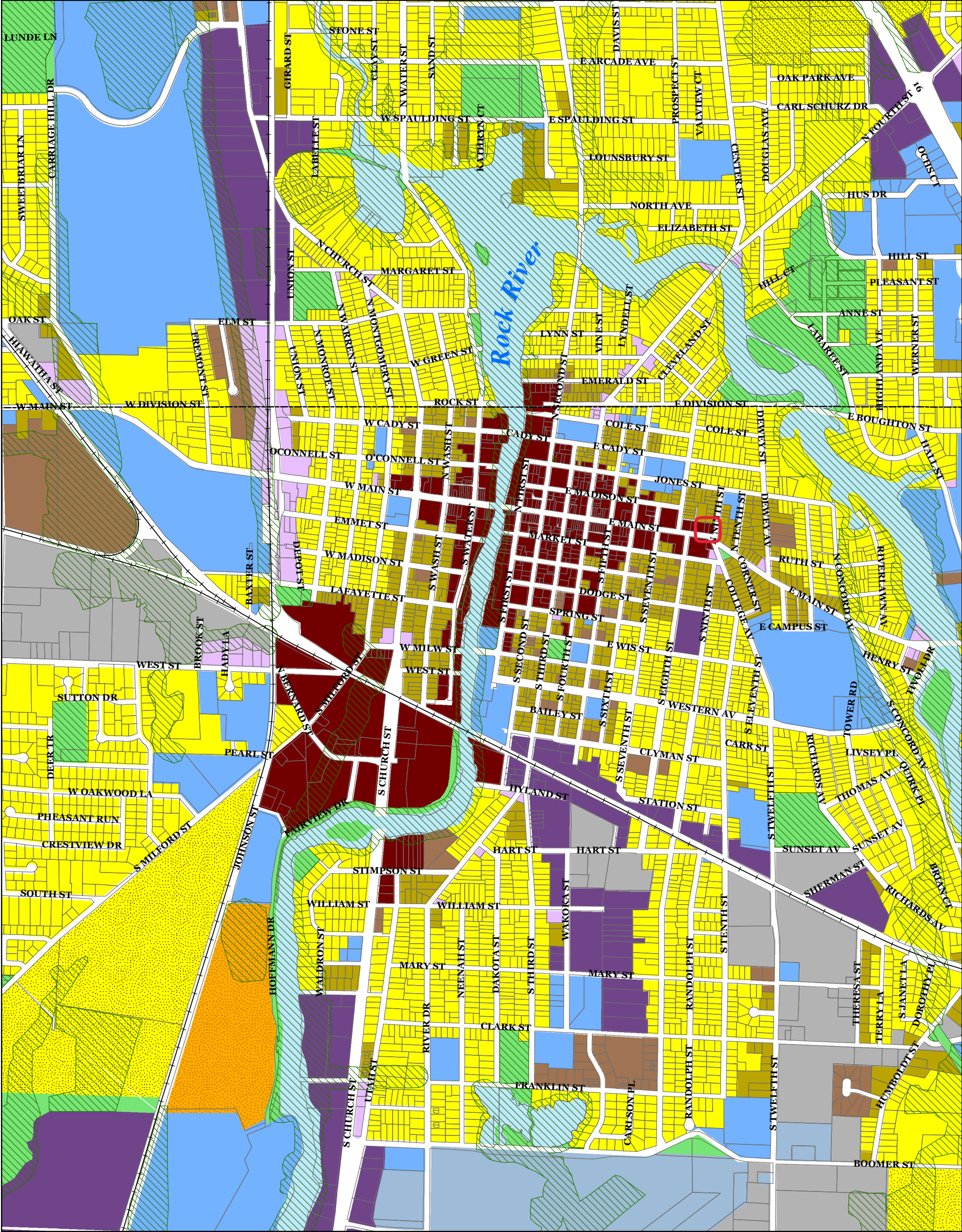
Parking at 820 E. Main St. will be limited to, 4 designated customer parking spaces, located in the front parking lot. We will not be using any of the on-street parking spaces located directly in front of 820 E. Main St. Employee vehicles will be parked in the rear parking lot during business hours and limited to 2 vehicles at any time. At no time will any customer vehicles remain parked outside in the front parking lot for a consecutive time period of 7 days. There will be absolutely no unlicensed or disabled vehicles parked in either parking lot for a period extending 7 days.

There will be no air tools or loud equipment of any kind being used after business hours. There will be no exterior waste oil or fluid containers. There is one dumpster located at the property currently that will be kept at the location during the period of the lease and in the rear parking lot. There will be no car parts, tires or garbage kept outside for longer than 7 days.

Signage at 820 E. Main St. will consist of the existing light up Mobil sign, dark blue lettering mounted above the overhead doors, "Elite Auto & Key". The letters are in an Arial font and 14" per letter. In addition, we will have a vinyl sign made for the front exterior window with an advertisement for "Key Services" of some sort.

The normal day to day operations will be managed by Eric Grunewald. Scott Grunewald will be assisting with the business part time to begin, with the intention of becoming involved full time within the next two years. Al Grunewald will also be assisting with business decisions, accounting and other miscellaneous jobs. The Grunewald family has owned and operated several successful businesses in Watertown since 1975, with the purchase of the David Golper Company, followed by Sunrise Farms, Sunrise Agri-Service, Sunrise Pool & Spa, A&D Inventory Liquidators, A&D Discount Auto Mart and finally Elite Auto and Bike Repair. Collectively, the Grunewald family has nearly 90 years of

experience owning and operating businesses in Watertown. We are committed to Watertown and providing honest and reliable service to our community.



# Future Land Use Downtown Area

## Map 6a

### City of Watertown Comprehensive Plan

#### Land Use Categories

- Agricultural
- Single-Family Residential - Unsewered
- Single-Family Residential - Sewered
- Two-Family Residential
- Multi-Family Residential
- Planned Neighborhood\*\*
- Institutional
- Airport

- Rights-of-Way
- Neighborhood Mixed Use
- Planned Mixed Use\*
- Central Mixed Use
- Riverside Mixed Use\*\*\*
- Mixed Industrial
- Parks & Recreation
- Environmental Corridor
- Surface Water

\*Each "Planned Mixed Use Area" may include mix of:

- Office
- Multi-Family Residential
- Mixed Industrial
- Commercial Services/Retail
- Institutional
- Parks & Recreation



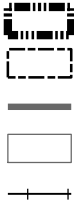
\*\*\*"Planned Neighborhoods" should include a mix of the following:

- Single-Family - Sewered (predominant land use)
- Two-family Residential
- Multi-Family Residential
- Institutional
- Neighborhood Mixed Use
- Parks & Recreation



\*\*\*Each "Riverside Mixed Use Area" may include mix of:

- Office
- Single-Family - Sewered
- Two-Family Residential
- Multi-Family Residential
- Commercial Services/Retail
- Institutional
- Parks & Recreation



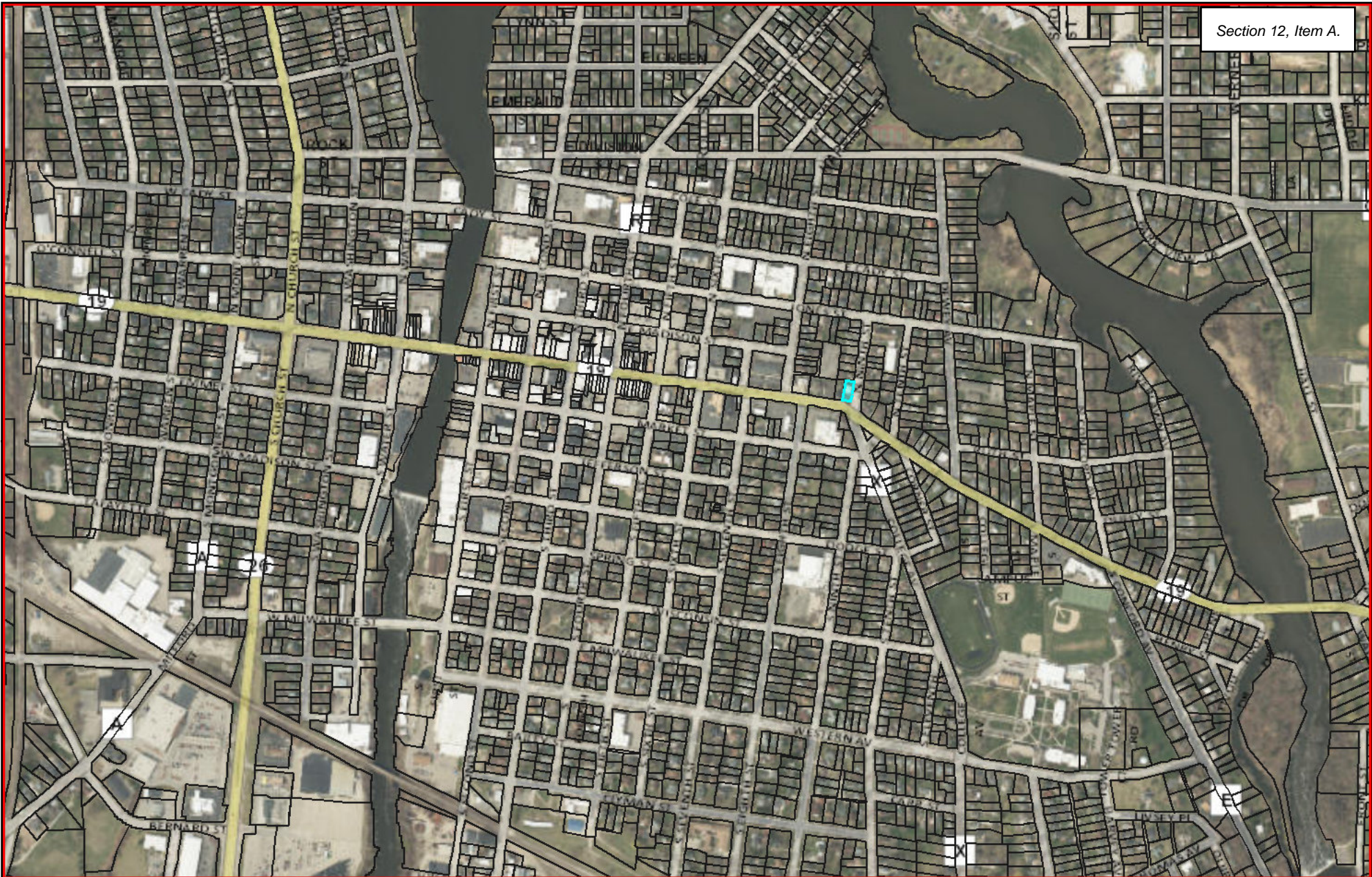
City of Watertown  
County Boundary  
Town Boundary  
Parcel  
Railroad



Source: WisDNR, FEMA, City of Watertown, Dodge Co. LIO & Jefferson Co. LIO, V&A



VANDEWALLE & ASSOCIATES INC.  
Shaping places, shaping change



### Parcels



Override 1

Parcels



City of Watertown Geographic Information System

Scale: 1 inch = 800 feet Printed on: September 1, 2011

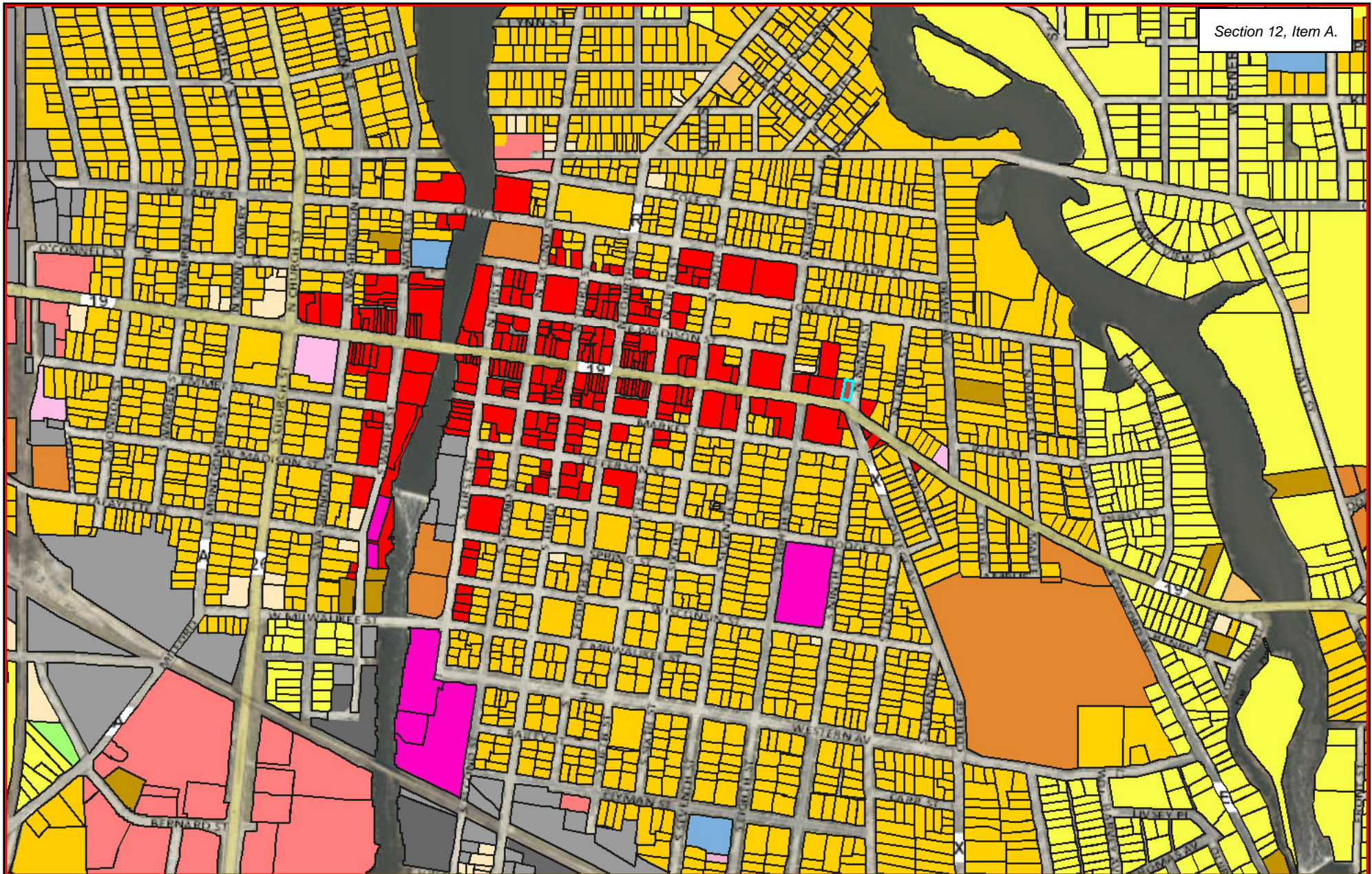
SCALE BAR = 1" Author: Private User

DISCLAIMER: This map is not a substitute for an actual field survey or on-site inspection. The accuracy of this map is limited to the quality of the records from which it was compiled. Other inherent inaccuracies occur during the compilation process.

City of Watertown makes no warranty whatsoever concerning this information.

# 820 East Main Street - Zoning

Section 12, Item A.



## Parcels

Override 1

Parcels

## Zoning

Unknown

Two-Family Residential-6

Single-Family Residential-4

Senior Residential

Rural Holding

Planned Unit Development

Planned Office And Institutional

Planned Industrial

Planned Business

Neighborhood Office

Neighborhood Business

Multiple Zoning

Multi-Family Residential-8

Multi-Family Residential-10

Heavy Industrial

General Industrial

General Business

Conditional Use

Central Business District

City Limits



THE CITY OF  
WATERTOWN  
Sustainability runs through it.

City of Watertown Geographic Information System

Scale: 1 inch = 800 feet Printed on: September 1, 2014

SCALE BAR = 1" Author: Private User

DISCLAIMER: This map is not a substitute for an actual field survey or on the accuracy of this map is limited to the quality of the records from which it was derived. Other inherent inaccuracies occur during the compilation process.

City of Watertown makes no warranty whatsoever concerning this information.

124

**ORDINANCE TO  
ADOPT THE PLANNED UNIT DEVELOPMENT – GENERAL  
DEVELOPMENT PLAN (GDP) UNDER SECTION 550-152 FOR 820 EAST  
MAIN STREET (PIN: 291-0815-0411-174)**

**SPONSOR: MAYOR MCFARLAND, CHAIR  
FROM: PLAN COMMISSION**

WHEREAS, The following flexibilities have been identified by the City of Watertown Plan Commission in regard to the Planned Unit Development – General Development Plan for 820 East Main Street:

1. Section § 550-34B: The allowance of Vehicle Repair & Maintenance land use, defined and regulated under Section § 550-52Q
2. Allowance of 2 principal land uses under Chapter 550, Article VI: Group Development:
  - a. Vehicle Repair & Maintenance
  - b. Indoor Sales or Service

WHEREAS, The following conditions have been identified by the City of Watertown Plan Commission & Site Plan Review Committee regarding the Planned Unit Development – General Development Plan for 820 East Main Street:

1. Storage of abandoned vehicles is prohibited pursuant to Section § 550-52Q(1)(a).
2. No Junkyard or Salvage Yard land uses, as defined and regulated under Section § 550-53D, shall occur.

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

SECTION 1. The Common Council of the City of Watertown approves the 820 East Main Street General Development Plan, inclusive of full and continuous compliance with the submittal documents (Exhibit “A”), the list of flexibilities and conditions contained within this ordinance, and with any conditions identified by City Staff and the Plan Commission

SECTION 2. The following described property, City of Watertown, Jefferson County, Wisconsin is hereby altered and changed from a Central Business (CB) District classification to a Planned Unit Development (PUD) Zoning District classification as follows:

Commencing at a point in the East line of Lot 2 in Heber Smith’s Second Addition to the City of Watertown, Jefferson County, Wisconsin, which said point is 36 feet North from the South East corner of said Lot 2, thence running West parallel with the South line of said Lot, 50 feet, thence South parallel with the East line of Lot 2 and of Lot 1, in said Addition, 118 feet to the Southerly line of said Lot 1 which is the Northerly line of Main Street; thence Easterly along said Northerly line of Main Street as now laid out to the East line of said Lot 1 which is the West line of 9th Street as now laid out; thence Northerly and

North along the said East line of said Lot 1 which is the West line of 9th Street to the place of beginning. (820 East Main Street, PIN: 291-0815-0411-174)

SECTION 3. This ordinance shall take effect and be in force the day after its passage and publication.

DATE:	October 18, 2022		November 1, 2022	
READING:	1ST		2ND	
	YES	NO	YES	NO
DAVIS				
LAMPE				
RUETTEN				
BARTZ				
LICHT				
SMITH				
SCHMID				
WETZEL				
ROMLEIN				
MAYOR MCFARLAND				
TOTAL				

ADOPTED November 1, 2022

---

CITY CLERK

APPROVED November 1, 2022

---

MAYOR

**ORDINANCE TO  
AMEND CHAPTER 550: ZONING CODE, THROUGH THE ADDITION  
OF LANGUAGE TO SECTION § 550-131.1A(8), ELECTRONIC MESSAGE  
CENTER SETBACKS**

**SPONSOR: MAYOR McFARLAND, CHAIR  
FROM: PLAN COMMISSION**

WHEREAS, the City of Watertown has adopted a Zoning Code authorizing regulations within the corporate limits of the City of Watertown until expressly altered by the City Council, and

WHEREAS, the Plan Commission has reviewed and recommended approval of a Zoning Ordinance Amendment following a public hearing held before the Common Council on October 4, 2022; and

NOW THEREFORE, THE COMMON COUNCIL OF THE CITY OF WATERTOWN DOES ORDAIN AS FOLLOWS:

SECTION 1. Creation of Section § 550-131.1 A (8)(a) to read as follows:

\* \* \*

8) *In addition to the setback requirements of this chapter, no electronic message sign shall be located within 100 feet of any parcel within a residential zoning district.*

*(a) Exception. Backlit or internally luminated signs may be replaced with an electronic message center that meets standards of Section § 550-131.1A.*

*[1] The electronic message center's square footage shall not exceed an additional 10 percent of the original backlit or internally illuminated sign's square footage.*

*[2] This exception shall not apply to signs in historic and special districts under Section § 550-132B.*

\* \* \*

SECTION 2. All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed.

SECTION 3. This ordinance shall take effect and be in force the day after its passage and publication.

DATE:	10/18/2022		11/01/2022	
READING:	1ST		2ND	
	YES	NO	YES	NO
DAVIS				
LAMPE				
RUETTEN				
BARTZ				
LICHT				
SMITH				
SCHMID				
WETZEL				
ROMLEIN				
MAYOR MCFARLAND				
TOTAL				

ADOPTED November 01, 2022

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

APPROVED November 01, 2022

\_\_\_\_\_  
MAYOR

**ORDINANCE TO  
AMEND CHAPTER 550, OFFICIAL ZONING MAP OF THE CITY OF  
WATERTOWN**

**SPONSOR: MAYOR MCFARLAND, CHAIR  
FROM: PLAN COMMISSION**

WHEREAS, the City of Watertown has adopted Zoning District Maps within the corporate limits of the City of Watertown which remain in effect until expressly altered by the City Council, and

WHEREAS, the Plan Commission has reviewed and recommended approval of a Zoning Map Amendment following a public hearing held before the Common Council on October 4, 2022; and

NOW THEREFORE, THE COMMON COUNCIL OF THE CITY OF WATERTOWN DOES ORDAIN AS FOLLOWS:

SECTION 1. The following described western portion of 2002 Airport Road, City of Watertown, Jefferson County, Wisconsin is hereby altered and changed from a “Multi” District classification to a General Business (GB) Zoning District classification as follows:

Part of the Southwest ¼ of the Southwest ¼ of Section 16, Township 8 North, Range 15 East, in the City of Watertown, County of Jefferson, State of Wisconsin, described as follows:

Commencing at the Southwest corner of the Southwest ¼ of said Section 16, said corner also being the point of beginning of this description; thence North 01°26'45" East, 991.81 feet, along the West line of said Southwest ¼ to the South line of Gateway Drive; thence South 87°07'02" East, 631.85 feet, along said South line; thence along the arc of a curve bearing to the right 46.25 feet, with a radius of 30.00 feet, and a chord bearing and distance of South 42°57'21" East, 41.80 feet; thence South 01°11'54" West, 963.25 feet, to the South line of said Southwest ¼; thence North 87°04'40" West, 665.27 feet, along the South line of said Southwest ¼ to the point of beginning. Containing 657,450 square feet, 15.093 acres, more or less. (2002 Airport Road, PIN: 291-0815-1633-001)

SECTION 2. All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed.

SECTION 3. This ordinance shall take effect and be in force the day after its passage and publication.

DATE:	October 18, 2022		November 1, 2022	
READING:	1ST		2ND	
	YES	NO	YES	NO
DAVIS				
LAMPE				
RUETTEN				
BARTZ				
LICHT				
SMITH				
SCHMID				
WETZEL				
ROMLEIN				
MAYOR MCFARLAND				
TOTAL				

ADOPTED November 1, 2022

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

APPROVED November 1, 2022

\_\_\_\_\_  
MAYOR

**RESOLUTION TO  
MODIFY ARPA FUND (24) TO BE CALLED  
NON-RECURRING GRANTS & REVENUES**

**SPONSOR: MAYOR MC FARLAND  
FROM: FINANCE COMMITTEE**

**WHEREAS**, The ARPA Fund (fund 24) was established in 2021 as a special revenue fund for the deposit and associated expenditures of funds from the State and Local Fiscal Recovery Funds (SLFRF of American Rescue Plan Act of 2021); and,

**WHEREAS**, other periodic public safety and health grants are offered and awarded to the City of Watertown with special purpose use; and,

**WHEREAS**, some public charges for services are collected as pass-through and have no impact on annual tax levy calculations; and,

**WHEREAS**, the receipt of both periodic grants and pass-through fees have an adverse impact on the annual expenditure restraint calculations imposed by WI Dept of Revenue that limits each future year’s spending because these intermittent revenues are not allowed to be netted in the calculation.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF WATERTOWN, WISCONSIN:**  
that the Common Council rename Fund 24 to be “Non-recurring Grants & Revenues” to be used to account for grants and pass-through revenues as of January 2023. Grant proceeds are restricted to be spent on respective grant activities, and other fund balance will be committed for the purposes of the collected fees.

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

ADOPTED \_\_\_\_October 18, 2022\_\_\_\_

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

APPROVED \_\_\_\_October 18, 2022\_\_\_\_

\_\_\_\_\_  
MAYOR

**RESOLUTION TO  
AUTHORIZE THE CITY OF WATERTOWN TO APPLY TO THE  
WISCONSIN DEPARTMENT OF NATURAL RESOURCES FOR THE 2023  
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		
RUETTEN		
BARTZ		
LICHT		
SMITH		
SCHMID		
WETZEL		
ROMLEIN		
MAYOR MCFARLAND		
TOTAL		

ADOPTED October 18, 2022

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

APPROVED October 18, 2022

\_\_\_\_\_  
MAYOR

**RESOLUTION TO  
ADJUST 2022 PAYROLL RESOLUTION TO ADD PUBLIC WORKS  
PROJECT MANAGER AT GRADE M**

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

**WHEREAS**, the City of Watertown Engineering Division recently had the three Project Manager positions reviewed by Carlson Dettmann to determine what grade the new Public Works Project Manager position should be set at; and,

**WHEREAS**, Carlson Dettmann set the grade for the new Public Works Project Manager at Grade M; and,

**WHEREAS**, the new position needs to be established on the 2022 Payroll resolution; and,

**WHEREAS**, this has been brought before the Finance Committee and the Finance Committee approves this modification and makes recommendation to the Common Council to also approve the Public Works Project Manager be shown under the City of Watertown Street and Solid Waste Division of the Public Works Department at a Grade M in the 2022 payroll resolution as the sponsoring division.

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

That the 2022 payroll resolution be amended to add the Public Works Project Manager position be placed under the City of Watertown Street and Solid Waste Division of the Public Works Department as the sponsoring division and that the position is assigned a Grade M effective immediately.

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

ADOPTED October 18, 2022

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

APPROVED October 18, 2022

\_\_\_\_\_  
MAYOR

**RESOLUTION TO  
ADJUST 2022 PAYROLL RESOLUTION TO SET STORMWATER  
PROJECT MANAGER AT GRADE M**

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

**WHEREAS**, the City of Watertown Engineering Division recently had the three Project Manager positions reviewed by Carlson Dettmann to determine what grade the new Public Works Project Manager position should be set at; and,

**WHEREAS**, Carlson Dettmann set the grade of the existing Stormwater Project Manager at Grade M, where it is currently at a Grade L; and,

**WHEREAS**, the adjusted grade needs to be revised on the 2022 Payroll resolution; and,

**WHEREAS**, this has been brought before the Finance Committee and the Finance Committee approves this modification and makes recommendation to the Common Council to approve the Stormwater Project Manager under the City of Watertown Engineering Division of the Public Works Department be adjusted to Grade M in the 2022 payroll resolution.

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

That the 2022 payroll resolution be amended to adjust the Stormwater Project Manager position under the City of Watertown Engineering Division of the Public Works Department to Grade M effective immediately.

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

ADOPTED October 18, 2022

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

APPROVED October 18, 2022

\_\_\_\_\_  
MAYOR

**RESOLUTION TO  
ADJUST 2022 PAYROLL RESOLUTION TO SET ZONING &  
FLOODPLAIN ADMINISTRATOR AT GRADE N**

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

**WHEREAS**, the City of Watertown Public Works Director/City Engineer recently had the Zoning & Floodplain Administrator position reviewed by Carlson Dettmann to determine what grade the revised job description for the Zoning & Floodplain Administrator position should be set at; and,

**WHEREAS**, Carlson Dettmann adjusted the grade of the Zoning & Floodplain Administrator from a Grade M to a Grade N; and,

**WHEREAS**, the adjusted grade needs to be revised on the 2022 Payroll resolution; and,

**WHEREAS**, this has been brought before the Finance Committee and the Finance Committee approves this modification and makes recommendation to the Common Council to approve the Zoning & Floodplain Administrator under the City of Watertown Building, Safety & Zoning Division of the Public Works Department be adjusted to Grade N in the 2022 payroll resolution.

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

That the 2022 payroll resolution be amended to adjust the Zoning & Floodplain Administrator position under the City of Watertown Building, Safety & Zoning Division of the Public Works Department to Grade N effective immediately.

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

ADOPTED October 18, 2022

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

APPROVED October 18, 2022

\_\_\_\_\_  
MAYOR

**RESOLUTION TO  
ADJUST 2022 PAYROLL RESOLUTION TO SET ASSISTANT CITY  
ENGINEER AT GRADE Q**

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

**WHEREAS**, the City of Watertown Engineering Division recently had the Assistant City Engineer position reviewed by Carlson Dettmann to determine what grade the revised job description for the Assistant City Engineer position should be set at; and,

**WHEREAS**, Carlson Dettmann adjusted the grade of the Assistant City Engineer from a Grade P to a Grade Q; and,

**WHEREAS**, the adjusted grade needs to be revised on the 2022 Payroll resolution; and,

**WHEREAS**, this has been brought before the Finance Committee and the Finance Committee approves this modification and makes recommendation to the Common Council to approve the Assistant City Engineer under the City of Watertown Engineering Division of the Public Works Department be adjusted to Grade Q in the 2022 payroll resolution.

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

That the 2022 payroll resolution be amended to adjust the Assistant City Engineer position under the City of Watertown Engineering Division of the Public Works Department to Grade Q effective immediately.

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

ADOPTED October 18, 2022

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

APPROVED October 18, 2022

\_\_\_\_\_  
MAYOR



**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 three with Passenger Transit, Inc., beginning January 1, 2023, through December 31, 2023 for 29,900 service hours per year at an hourly service rate of \$31.27.

**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, 2023, through December 31, 2023.

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

ADOPTED October 18, 2022

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

APPROVED October 18, 2022

\_\_\_\_\_  
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	Watertown Transit		
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"/>	CY2023 will be the second year of the contract and it needs an exercise of options.
<input checked="" type="checkbox"/>	CY2023 will be the third year of the contract and it needs an exercise of options.
<input type="checkbox"/>	CY2023 will be the fourth year of the contract and it needs an exercise of options.
<input type="checkbox"/>	CY2023 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 2022) 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 8.3% based on the annual rate from August 2022 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 2023 (Sum of Cell A multiplied by Cell B)
\$28.87	1.083	\$31.27

Transit System must compare the 2023 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 \$934,973 based on 29,900 hours of service at the rate of \$31.27 per hour.

**Fair and Reasonable Justification**

Transit System must provide a written justification, with **specific information**, why the Vendor’s 2023 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:**  
It is consistent with current economic and market conditions

**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>, 2023 to December 31<sup>st</sup>, 2023.**

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**.

Vendor/Provider Name and Signature

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 15, 2022

## **SPECIAL NOTIFICATION REQUIREMENTS FOR STATES**

### **FTA Master Agreement**

Federal grant monies \$863,213.00 fund this contract, in whole or in part (Section 5311 – CFDA 20.509). 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	Supplier Required Information
1	BUY AMERICA REQUIREMENTS	N/A
2	BUS TESTING	N/A
3	PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS	N/A
4	LOBBYING	Yes
5	GOVERNMENT-WIDE DEBARMENT AND SUSPENSION	Yes
6	DISADVANTAGED BUSINESS ENTERPRISE (DBE)	Yes
7	FLY AMERICA REQUIREMENTS	No
8	CHARTER BUS REQUIREMENTS	No
9	SCHOOL BUS REQUIREMENTS	No
10	CARGO PREFERENCE REQUIREMENTS	No
11	SEISMIC SAFETY REQUIREMENTS	No
12	ENERGY CONSERVATION REQUIREMENTS	No
13	CLEAN WATER REQUIREMENTS	No
14	ACCESS TO RECORDS AND REPORTS	No
15	FEDERAL CHANGES	No
16	BONDING REQUIREMENTS	No
17	CLEAN AIR	No
18	RECYCLED PRODUCTS	No
19	DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS	No
20	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT	No
21	EQUAL EMPLOYMENT OPPORTUNITY	No
22	NO GOVERNMENT OBLIGATION TO THIRD PARTIES	No
23	PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS	No
24	TERMINATION	No
25	PRIVACY ACT	No
26	CIVIL RIGHTS REQUIREMENTS	No
27	BREACHES AND DISPUTE RESOLUTION	No
28	PATENT AND RIGHTS IN DATA	No
29	TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS	No
30	INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS	No
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32	SAFE OPERATION OF MOTOR VEHICLES	No
33	ADA ACCESS	No
34	VETERANS EMPLOYMENT	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. **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	

3. 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	

**4. 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**, 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	
Name of Contractor's Authorized Official	
Signature of Contractor's Authorized Official	
Company Name	
Title of Contractor's Authorized Official	

## 5. **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	
Name	
Signature	
Company Name	
Title	

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

**49 CFR Part 26**

**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 2020-2022 is 1.85%**. 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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## 7. 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.

## **8. 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.

## **9. 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 69 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.

## **10. 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.

## **11. 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.

## **12. 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.

## **13. 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.

## **14. 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)

## 15. 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.

## 16. 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).

## **17. 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.

## **18. 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.

## 19. **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 with 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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## **20. 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.

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## **21. EQUAL EMPLOYMENT OPPORTUNITY**

### **41 CFR §60-1.4**

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.

## **22. 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.

### **23. 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.

### **24. 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 compete 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 or Default (Cost-Type Contracts) The (Recipient) may terminate this contract, or any portion of it, by serving a notice of 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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## 25. 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.

## **26. 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.

## **27. 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.

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**28. 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.

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## **29. 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.

### **30. 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.

### **31. 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.

## **32. 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 Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

## **33. 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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34. 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.

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35. 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 TO  
ENTER INTO LEASE WITH PASSENGER TRANSIT, INC. FOR  
SHARED-RIDE TAXI SERVICE VEHICLES**

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

**WHEREAS**, the City of Watertown operates a shared-ride taxi service; and,

**WHEREAS**, the City of Watertown purchases vehicles needed to operate the shared-ride taxi service; and,

**WHEREAS**, an annual lease is necessary to allow the use of such vehicles by the company contracted to provide shared-ride taxi service in the City of Watertown.

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

That the proper City officials be and are hereby authorized to execute the attached one-year lease agreement with Passenger Transit, Inc. for the period of January 1, 2023 through December 31, 2023 for the lease of vehicles for the purpose of operating a shared-ride taxi service.

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

ADOPTED October 18, 2022

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

APPROVED October 18, 2022

\_\_\_\_\_  
MAYOR

PUBLIC TRANSIT LEASE AGREEMENT

Between

City of Watertown

and

Passenger Transit, Inc.

This Agreement specifies terms under which City of Watertown hereinafter referred to as Lessor, leases one or more vehicles to Passenger Transit, Inc., hereinafter referred to as Lessee. This lease is effected by virtue of Lessor’s public transit service operating contract with Lessee.

“Department” herein means the Wisconsin Department of Transportation. “Leased vehicle” herein means a vehicle covered by this lease.

SECTION 1. TERM

Lessor hereby leases the following vehicle(s) to Lessee starting on January 1, 2023, and ending exactly one year later, or on the end date of the Lessor’s current public transit service contract with the Lessee, whichever comes first. This list is subject to changes as vehicles are purchased or sold.

SECTION 2. VEHICLE INFORMATION

Address where vehicles are stored: 309 William Street, Watertown WI 53094

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Vin</u>	<u>Fleet #</u>
2005	Ford	Van	1FTSS34L05HB11911	82
2010	Supreme	Bus	1FDDE3FL8ADA79123	86
2010	Starcraft	Bus-ADA	1FDEE3FL9ADA38147	83
2012	Dodge	Minivan	2C4RDGBG8CR292263	52
2015	Starcraft	Bus	1FDFE4FS8FDA03270	85
2015	Dodge	Minivan	2C4RDGB7FR731635	53
2015	Dodge	Minivan	2C4RDGB9FR731636	54
2017	Starcraft	Bus	1FDFE4FS7HDC07528	87
2017	Dodge	Minivan	2C4RDGBG9HR831156	55
2017	Dodge	Minivan ADA	2C7WDGBG5HR838658	56
2018	Dodge	Minivan ADA	2C7WDGBG3JR210085	57
2019	Dodge	Minivan	2C4RDGBGXKR638070	58
2019	Dodge	Minivan	2C4RDGBGXKR779575	59
2020	Dodge	Minivan	2C4RDGBG5LR189978	60
2020	Dodge	Minivan ADA	2C4RDBGBXLR231464	61

SECTION 3. EXECUTION OF LEASE

IN WITNESS WHEREOF this Agreement shall become effective upon its complete execution by Lessor and Lessee.

**SECTION 4. CONDITIONS**

This Agreement is one of leasing only, and the Lessee shall not acquire any right, title or interest to vehicle(s) leased other than that of Lessee. The Lessee acknowledges that the Lessor owns (subject to any Department liens) the vehicle(s) subject to this Agreement. Nothing herein shall affect Lessor’s absolute ownership of any title or interest to said vehicle(s).

The Lessee shall lease and operate the vehicle(s) in accordance with the service characteristics described in the Lessor’s operating assistance grant agreement with the Department.

Department approval is required for incidental use of the leased vehicle(s), and any such use must be compatible with the original purposes of the grant. The incidental use must not in any way interfere with the Lessor’s continuing control over the use of the vehicle(s) or the Lessee’s continued ability to carry out the service described in its shared ride taxi operating contract with Lessor.

The Lessee will comply with the terms, conditions and obligations included in the grant agreement executed between the Lessor and the Department so as not to impair the Lessor’s relationship with the Department, nor cause Lessor to be in default of any agreement with the Department. Any breach of this Agreement shall be considered a default by the Lessee.

The Lessee agrees that it will not use or permit the use of the leased vehicle(s) in any negligent or improper manner, or in violation of any statute, law or ordinance, or so as to void any insurance or warranty covering the vehicle(s), or permit any vehicle(s) to become subject to any lien, charge or encumbrance which may affect the Lessor’s title to the vehicle(s).

The Lessee shall not mortgage, pledge, sell, or otherwise encumber or dispose of the vehicle(s) provided under the terms and conditions of this Agreement.

Both parties agree to abide by the relevant rules and regulations provided by the Federal Transit Administration (FTA), specifically the most current FTA Master Agreement. The most recent version of the FTA Master Agreement is found at the FTA’s website (<http://fta.dot.gov>).

Lessee agrees to review and comply with the annual FTA Certification and Assurances signed by the Lessor, the most recent version of which can be found at FTA’s website (<http://fta.dot.gov>).

Both parties agree to abide by the relevant rules and regulations provided by the Department, (including those of the Division of Motor Vehicles), and regulating authorities in any State or County in which the vehicle(s) are operated under the terms and conditions of this Agreement.

**SECTION 5. REPRESENTATION AND WARRANTIES**

In consideration of the Lessor entering into this Agreement, the Lessee represents and warrants:

- A. The Lessee is in good standing under the laws of the State of Wisconsin and has the power and authority to carry on its business as now conducted; to own, lease and operate its property and assets; and to execute this Agreement and any other agreements and instruments referred to in this Agreement.
- B. The Lessee has and will continue to have during the term of this Agreement, all necessary licenses, certifications, or other documents required by any federal, state or local governmental

agency, which authorize or empower the services to be performed by the Lessee.

**SECTION 6. REGISTRATION**

The leased vehicle(s) shall bear the proper license plate(s) in accordance with the governing grant. The title to such vehicle(s) is to be registered in the name of the Lessor, subject to the lien rights of the Department. All annual registration, license fees, and safety inspection costs shall be paid by the Lessee.

The Lessor will maintain ownership of the vehicle(s) obtained through the grant program. The Lessor shall have full authority to exercise its responsibilities as owner of the vehicle(s) provided under the terms and conditions of this lease.

**SECTION 7. INSURANCE**

Insurance levels, categories and premium payments for all leased vehicles shall be the responsibility of the Lessee.

Insurance shall include such coverage as required by the grant agreement between the Lessor and the Department, and shall meet the requirements of applicable local, state and federal laws. The Lessor must be named as the payee for all payments relating to vehicle damage or loss.

The insurance shall be primary, and not excessive or contributory, with respect to any accident involving such vehicle(s), and shall at minimum afford the following coverage:

- A. Bodily injury liability, each person: \$1,000,000
- B. Bodily injury liability, each accident: \$1,000,000 + \$1,000,000 umbrella
- C. Property damage liability, each accident: \$250,000
- D. General liability, bodily injury and property damage: \$1,000,000 + \$1,000,000 umbrella

The Lessee shall bear all risks of damage or loss of the leased vehicle(s), or any portion of damage or loss not covered by insurance. All replacements, repairs, or substitutions of leased vehicle parts or equipment shall be at the cost and expense of the Lessee and shall be accessions to the vehicle(s).

**SECTION 8. VEHICLE MAINTENANCE**

The Lessee shall, at all times and at Lessee’s expense, maintain the leased vehicle(s) in working order and at a high level of cleanliness, safety, and mechanical soundness. The Lessee shall take all reasonable efforts to insure against theft and vandalism. The Lessee agrees to return each leased vehicle in the condition in which it was received, except for reasonable wear and tear.

The Lessee agrees to adhere to all provisions of the Lessor’s vehicle maintenance plan on file with the Department, and to any changes or addendums made to the plan.

The Lessee shall be responsible for scheduling, completing and documenting all preventative maintenance. All such maintenance shall be consistent with manufacturer specifications, the Lessor’s vehicle maintenance plan, and Department guidelines. The Lessee shall be responsible for ensuring the completion of, and payment for, all necessary repairs.

## SECTION 9. VEHICLE OPERATION

The Lessee shall ensure that only properly trained and licensed drivers operate the leased vehicle(s). The Lessee shall provide the Lessor with the names of all individuals whom it authorizes to operate the vehicle(s), and shall provide the name of each before said individual may operate the vehicle(s).

The leased vehicle(s) shall not be used in violation of any federal, state or municipal statutes, laws, ordinances, rules or regulations. The Lessee shall not use any leased vehicle, nor allow any such vehicle to be used, for any unlawful purpose or for the transportation of any property or material deemed hazardous. Respirators, concentrators, or portable oxygen used by individuals are not considered hazardous materials.

The Lessee shall operate the leased vehicle(s) only on designated roads, and shall not subject the vehicle(s) to use under such road conditions as may result in damage to the vehicle(s).

## SECTION 10. CIVIL RIGHTS

The Lessee shall comply with all federal statutes relating to nondiscrimination that apply, including, but not limited to:

- A. The prohibitions against discrimination on the basis of race, color, or national origin, as provided in Title VI of the Civil Rights Act, 42 U.S.C. 2000d;
- B. The prohibitions against discrimination on the basis of sex, as provided in: (a) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 – 1683, and 1685 – 1687, and (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR part 25;
- C. The prohibitions against discrimination on the basis of age in federally funded programs, as provided in the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 – 6107;
- D. The prohibitions against discrimination on the basis of disability in federally funded programs, as provided in section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; and
- E. The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*

The Lessee agrees to comply with all terms of the Lessor’s approved Title VI Plan and of any changes or addenda thereupon. The Lessee is responsible for proper posting of a valid Title VI public notice in each leased vehicle at all times.

## SECTION 11. ADDITIONAL FEES

The Lessee shall pay any and all storage charges, parking fees, and fines which are levied against Lessee as a result of the improper acts of Lessee or its employees.

The Lessee shall pay any fees (including vehicle registration and inspection fees) and/or taxes which may be imposed with respect to the leased vehicle(s) by any duly constituted governmental authority as the result of Lessee’s use or intended use of the vehicle(s).

**SECTION 12. AUDITS, INSPECTIONS, AND REPORTING**

The Lessee shall be responsible for providing any and all data pertaining to services provided using the leased vehicle(s) as requested upon reasonable notice by the Lessor. The data required may include, but is not limited to, vehicle maintenance records, trip logs, and ridership data.

The Lessee agrees to complete all reports and documents required by the Lessor and/or the Department in a timely fashion. Such reports will be sent to the Lessee on or before specified deadlines.

The Lessor, Department or FTA, or any designee thereof, may at any time audit and/or inspect the leased vehicle(s) and attendant records for compliance with the provisions of this Agreement. The Lessee agrees to comply with all requests to make equipment available as requested by the aforementioned parties for completion of audits.

The Lessee agrees to preserve all reports, insurance policies, trip sheets, and other data pertaining to compliance with any and all terms of the Agreement for a period of six (6) years after the termination of the Agreement, or one year after the DOT program year audit is completed, whichever is longer.

The Lessee is responsible to arrange for and obtain inspections of motor buses and human service vehicles leased under this Agreement as required by federal and state law. In all such cases, Lessee shall send a copy of the inspection report to the Lessor.

**SECTION 13. LIABILITY**

The Lessee agrees to hold harmless the Lessor and the State of Wisconsin from any and all claims, losses, causes of action, and expense, for whatever reason, including legal expenses and reasonable attorney fees, arising from the use, maintenance, and operations of the vehicle(s) leased under this Agreement.

**SECTION 14. LEASE MANAGEMENT**

The overall supervision and monitoring of compliance with lease specifications shall be the responsibility of the Lessee. The Lessee will address and resolve concerns or questions regarding this Agreement or operation of the leased vehicles with the Lessor.

This Agreement or any part thereof may be renegotiated in circumstances where changes are required by federal law or regulations, state law or regulations, court orders or actions, or when the parties agree that a new lease would better meet their needs than existing terms and conditions of this lease.

Any revisions to this lease must be agreed to by both parties, as evidenced by an addendum signed by the authorized representative of each party and approved by the Department.

**SECTION 15. TERMINATION**

If so directed by the Department or other state agency, the Lessee must return the leased vehicle(s) within five (5) days of notice to the Lessor, and at such time, lease provisions are terminated. Otherwise, the Lessor may terminate this Agreement by giving thirty (30) days written notice, at which time the Agreement is terminated.

Immediately upon termination, the Lessee agrees to turn over all maintenance records and histories to the Lessor at no additional cost to the Lessor.

Failure to comply with any provisions of this Agreement by any party shall be considered due cause for termination of the lease.

**SECTION 16. SUBLEASE RESTRICTIONS**

Subleasing or renting the leased vehicle(s) is prohibited.

**For City of Watertown**

**For Passenger Transit, Inc.**

\_\_\_\_\_  
*Signature*

**Emily McFarland**  
**Mayor**  
**Date:**

\_\_\_\_\_  
*Signature*

**Justin Running**  
**President**  
**Date:**