



## FINANCE COMMITTEE MEETING AGENDA

MONDAY, NOVEMBER 07, 2022 AT 5:30 PM

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

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

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

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

### 1. CALL TO ORDER

### 2. REVIEW AND APPROVE MINUTES

A. Minutes of October 10-17, 2022 (Budget Meetings)

B. Minutes of October 24, 2022

### 3. BUSINESS

A. Update and Discussion on Riverfest

B. Review and possible approval of on-call pay for three street division employees on a rotating basis November 15, 2022 - April 15, 2023

C. Review and take action: hire Mason Becker as the Strategic Initiatives and Development Coordinator at Grade M.

D. Review and approve City of Watertown entering into employee vision benefit contract with DeltaVision effective January 1, 2023

E. Review and discuss: Township Fire and EMS Contract Extension

F. Review and take action: Adopt the Revised Intergovernmental Agreement Continuing the Jefferson County Economic Development Consortium

### 4. ADJOURNMENT

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

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



## FINANCE COMMITTEE MEETING MINUTES – 2023 BUDGET

MONDAY, OCTOBER 10, 2022 THROUGH MONDAY, OCTOBER 17, 2022

MUNICIPAL BUILDING – 106 JONES STREET, WATERTOWN, WI 53094

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### Monday, October 10

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

Others present: Finance Director Mark Stevens, Alders Romlein and Smith, Attorney Steven Chesebro, Public Health Officer Carol Quest, Media Services Director Lisa Famularo

1. **Call to order:** Mayor McFarland called the meeting to order at 5:30 p.m.

2. **Budget Presentations and Discussions:**

Council President Ruetten presided over budget presentations and discussion.

A. City Attorney / Special Legal

Steven Chesebro presented budget. In light of the reworking of staffing, he requested consideration that his pay rate transition from G/S T2 to T4.

B. Cable TV / Media Productions

Lisa Famularo presented budget.

C. Health, Environmental Health [14], Emergency Preparedness [15], Seal-a-Smile [18]

Carol Quest presented budgets.

D. General Government, HR, Mayor, IT, SIDC [60]

Mayor McFarland reviewed these accounts.

E. Finance, Clerk, Elections, Assessor, Audit, Insurance, Public Enterprises, Riverfest [12], Transit [13], Tourism/Room Tax [22], Housing Block Grant [65]

Mark Stevens reviewed these accounts and funds.

The Riverfest [12] proposal shows a planned loss of \$23,000, which is following an estimated loss of \$40,000 in the current year. Revenue met its targeted budget for an event that was held with little weather interferences; expenses have risen in many of the various aspects of the event. Ald. Smith recollected that an agreement practiced years ago was that excess profits over a \$75,000 fund balance were given to the Watertown Community Foundation. No one recollected this practice that has not been followed in recent years.

Transit [13] is presented with a 5% increase in purchased transportation costs, but recent documentation from Passenger Transit is indicating an rise consistent with the CPI is allowable. Staff is in the process of verifying with WI. The City Local Share will need to rise from \$60,000 to \$82,625 for the 5% increase. Mark Stevens recently met with the Transit Commission to share a rate study compiled by Passenger Transit and suggested that the group contemplate rate increase considerations to help reduce the General Fund portion.

The Room Tax in Tourism [22] is rebounding in the current year, allowing an increase in next year's proposal.

TID funds were not reviewed. Instead, Mark Stevens will send the packet provided at the Joint Review Board.

The City received the WI DOT estimate calculations for 2023 General Transportation Aids (GTA) and Connecting Highway Aids after the Mayor's budget was finalized. Revised amounts were suggested.

Renewals for liability insurance were received after the Mayor's budget was finalized. Revised amounts were suggested.

Mayor McFarland had intended to not include recommended Enterprise Support funding to Cornerstone of Grace, a NPO that she serves as a board member. This was removed from her budget, but was reinstated by the Finance Committee.

Account	Name	Original	Modified	Impact to Fund 01 Bottom Line	First	Second
01-42-73-64	State Aid- Road Allotment	1,014,290	964,266	(50,024)	Davis	Bartz
01-42-73-65	State Aid- Connecting Streets	50,044	50,107	63	Lampe	Bartz
01-51-94-40	Public Liability	195,000	196,500	(1,500)	Bartz	Davis
01-51-81-56	Contingent Fund	50,000	48,500	1,500		
01-51-94-48	Property/Fire Insurance	60,000	62,600	(2,600)	Lampe	Bartz
01-51-81-56	Contingent Fund	48,500	45,900	2,600		
01-51-94-52	Underground Storage Tank Ins	5,000	5,155	(155)	Lampe	Davis
01-51-81-56	Contingent Fund	45,900	45,745	155		
01-57-11-63	Cornerstone of Grace	2,000	-	2,000	Davis	Lampe
	Removed from Mayor's request					
01-57-11-63	Cornerstone of Grace	-	2,000	(2,000)		
	Added to Finance Com request					

3. **Adjournment.** Ald. Davis moved to approve to adjourn at 7:48 pm, seconded by Ald. Lampe, and carried by unanimous voice vote.

**Wednesday, October 12**

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

Others present: Finance Director Mark Stevens, Alders Licht, Smith, and Wetzel, Fire Chief Travis Teesch, Police Chief Robert Kaminski, Recreation Director Kristine Butteris, Public Works Director Jaynellen Holloway, Ben Olsen, Jeff Doyle, Maureen McBroom, Anthony Rauterberg, Chad Butler, Greg Wallach, other fire fighters, Eric Gutzdorf

1. **Call to order:** Mayor McFarland called the meeting to order at 5:50 p.m.

2. **Budget Presentations and Discussions:**

Council President Ruetten presided over budget presentations and discussion.

A. BS&Z, Planning and Development

Jaynellen Holloway presented these budgets. She requested an addition of \$500 to BSZ Dues & Fees to afford participation of a new zoning administrator in the Leadership Watertown program and an increase in Contract Planning Services for the Hoffman Drive sub-area planning.

B. Park Dept., Park Garage, Forestry

Kristine Butteris reviewed these budgets. A combining of Senior Center into Recreation – Admin and Park Garage into Park Department is recommended.

The Mayor had reduced \$26,500 in Park Capital Outlay projects. Ms. Butteris requested consideration that Developer Park [07] funds be budgeted to fund the requests.

The request includes the addition of a full-time Town Square programmer and a part-time recreation programming staff member.

C. Recreation, Aquatic Center, Indoor Pool, Senior Center, Developer Parks [07]

Two capital improvements projects were added to the CIP list after Finance Committee had been given the initial list in a prior meeting: aquatic center slides replacement (original slides are not useable) and Senior/Community Center terrace retaining wall. These two projects total \$300,000, replacing the Riverside wall replacement as a higher priority.

D. PD/Crossing Guard/Dispatch/Municipal Building

The budgets presented by Robert Kaminski.

E. FD/Emergency Government

These budgets presented by Travis Teesch.

Account	Name	Original	Modified	Impact to Fund 01 Bottom Line	First	Second
07-58-11-15	Park Improvements	-	26,500	xxx	Ruetten	Lampe
01-55-21-18	Rec Dept: Supplies	30,000	31,000	(1,000)	Bartz	Lampe
01-51-81-56	Contingent Fund	45,745	44,745	1,000		
01-52-41-22	BSZ Dues, Fees, Subscriptions	2,000	2,500	(500)	Lampe	Bartz
01-51-81-56	Contingent Fund	44,745	44,245	500		
01-54-09-69	Contract Planning Services	5,000	9,400	(4,400)	Lampe	Bartz
01-51-81-56	Contingent Fund	44,245	39,845	4,400		

Mayor McFarland presided over remainder of meeting.

3. **Review and take possible action:** Adjustment of 2022 Payroll Resolution to add Public Works Project Manager at Grade M. Ald Ruetten moved, seconded by Ald Bartz, to approve as presented, to be effective day after Council approval.
4. **Review and take possible action:** Adjustment of 2022 Payroll Resolution to adjust Stormwater Project Manager to Grade M. Ald Bartz moved, seconded by Ald Ruetten, to approve as presented, to be effective day after Council approval.
5. **Review and take possible action:** Adjustment of 2022 Payroll Resolution to adjust Assistant City Engineer to Grade Q. Ald Lampe moved, seconded by Ald Ruetten, to approve as presented, to be effective day after Council approval.
6. **Review and take possible action:** Adjustment of 2022 Payroll Resolution to adjust Zoning Administrator to Grade N. Ald Ruetten moved, seconded by Ald Lampe, to approve as presented, to be effective day after Council approval.
7. **Adjournment.** Ald. Lampe moved to approve to adjourn at 7:38 pm, seconded by Ald. Bartz, and carried by unanimous voice vote.

# Thursday, October 13

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

Others present: Finance Director Mark Stevens, Public Works Director Jaynellen Holloway, Assistant Engineer Andrew Beyer, Acting Streets Superintendent Stacy Winkleman, Utility Manager Pete Hartz, Maureen McBroom

1. **Call to order:** Mayor McFarland called the meeting to order at 5:06 p.m.

## 2. **Budget Presentations and Discussions:**

Council President Ruetten presided over budget presentations and discussion.

A. Water [03]

B. Wastewater [02]

Pete Hartz provided an overview of the Water and Wastewater fund requests. A sewer rehab opportunity was introduced as an additional request.

C. Annual Streets [05 last page]

D. Engineering

E. Stormwater Utility [16]

Andrew Beyer reviewed the proposed streets projects in the Capital Improvements fund [05], Engineering, and Stormwater [16] requests.

The annual streets proposal extends beyond the usual \$1.5M to take advantage of federal Bipartisan Infrastructure Law matching grants.

The Capital Outlay budget for Stormwater includes \$300,000 for a street sweeper that will not be needed if a used one under consideration in the current year is purchased.

In light of almost \$1.6M in capital outlay projected from Stormwater [16], a question was posed as to the standards for fund balance retention for other funds. The Mayor indicated that she and the finance director had initiated conversation on this topic and will be working to recommend guidelines in the future.

F. Street Dept., Street Garages, Machinery & Equipment, Snow and Ice Control, Signs and Markings, Street Lighting

G. Solid Waste [17]

Stacy Winkelman presented the budget proposals for these funds.

Ald Davis left the meeting at 6:24 pm.

Discussion included comment on the desire for fund balance standards for other funds. Mayor McFarland relayed that she and Mark Stevens had already talked about a desire to research the appropriateness of establishing parameters for other funds.

Account	Name	Original	Modified	Impact to Fund 01 Bottom Line	First	Second
02-97-30-11	Sewer Rehabilitation	392,500	622,500	xxx	Bartz	Lampe

3. **Adjournment.** Ald. Lampe moved to approve to adjourn at 7:38 pm, seconded by Ald. Bartz, and carried by unanimous voice vote.

**Monday, October 17**

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

Others present: Finance Director Mark Stevens, Alders Licht (left after budget discussion) and Smith, Acting Streets Superintendent Stacy Winkleman, Fire Chief Travis Teesch, Library Director Peg Checkai, Police Chief Robert Kaminski (video), Assistant Engineer Andrew Beyer (video for street questions), Anthony Rauterberg, Library Board president Chris Koppes, a couple of fire fighters

1. **Call to order:** Mayor McFarland called the meeting to order at 5:06 p.m.
2. **Review and approve minutes** from September 26 and October 4, 2022. Ald. Ruetten moved to approve, seconded by Ald. Lampe, and carried by unanimous voice vote.
3. **Budget Presentations and Discussions:**

Council President Ruetten presided over budget presentations and discussion.

A. Airport

Krys Brown presented the airport budget.

B. Library/Library Special Fund [11]/Library Trust Fund [20]

C. Additional Budget Discussion:

- Request for budget modifications
  - Library board president C. Koppes requested a reconsideration for the full funding of personnel costs from the General Fund for \$16,180. The mayor's recommended budget limited the 2023 budget to a 4.1% growth over 2022, an equitable amount to the wage increases of city employees. A motion was made by Ald. Lampe, supported by Ald. Bartz, to add \$16,180 to the City support of the library compensation costs [01-55-11-xx]. The vote was 2:2; the motion failed.
  - Recreation programming staff: A motion was made by Ald. Davis to reduce the programming staff request from one FT and one PT staff to one PT staff, but motion died for lack of support. A second motion was made by Ald. Davis to reduce the programming staff request from one FT and one PT staff to two PT staff, supported by Ald. Lampe. After some discussion, the motion failed 1:3. A third motion was made by Ald. Davis to reduce the programming staff request from one FT and one PT staff to one FT staff, supported by Ald. Lampe. Following additional discussion, a friendly amendment was introduced by Ald. Bartz, agreed upon by Alders Davis and Lampe, to cost share the compensation of one FT staff with 75% City and 25% RDA Future Fund. It was noted that this position should include the scope and expertise to include Riverfest and other events. The motion, as amended, was approved by unanimous voice vote.
  - A few smaller adjustments were recommended by the finance director for items researched over past week (reduction of Manufacturing Property Assessment Fee, BSZ payroll account adjustments due to recent payroll resolutions, known changes in insurance coverage needs for Street Dept staff).
  - Based on a budget presentation of last week, Stacy Winkelman presented changes to budgets to share Capital Improvement [05] requests with Stormwater [16] and Solid Waste [17].
  - Ald. Bartz had asked for a review of the EMS charges. With to-date collections along with a 2-3% increase in call volume, it was agreed that an increase could be anticipated. Further investigation will take place as to whether it would be appropriate to revisit the charge rates.
- Capital Projects Borrow Request

- The Public Works Commission forwarded two requests for budget consideration: Fieldcrest Court mill & overlay and lighting on Chadwick Drive. After discussing both, the Finance Committee agreed to add \$32,000 into the Capital Improvements [05] request for four lights.
  - A review took place of the Capital Purchases requests [05], and it was agreed that a borrow request of \$4M was acceptable. This includes \$600K for fire station design and \$225K for aquatic center slides.
  - The Debt fund [04] was altered to account for a first interest payment for the agreed borrow amount (First: Davis, Second: Lampe; unanimous voice vote).
- Other requests
- In the review of the General Fund, the committee agreed to replenish the Contingency to \$50,000 (First: Davis, Second: Lampe; unanimous voice vote).
  - Considering the increased unassigned General Fund fund balance from the prior five years, the committee agreed to reduce the anticipated fund balance in 2023 to an amount that estimates the unassigned fund balance to be approximately 30% of the annual expenditures budget, the high end the City's desired range of 20%-30%. To this end, a motion was made by Ald. Davis, supported by Ald. Bartz, to reduce the tax levy to \$10,400,000 and expect a reduction of the fund balance by approximately \$720,000. Approved by unanimous voice vote.
  - Ald Ruetten asked for a motion to pass the modified budget on to the Council for its approval. Motion was made by Ald. Lampe, seconded by Ald. Bartz, and approved by unanimous voice vote.

Account	Name	Original	Modified	Impact to Fund 01 Bottom Line	First	Second
01-51-52-44	Manufacturing Prop Assess Fee	9,000	8,500	500	Lampe	Bartz
01-51-81-56	Contingent Fund	39,845	40,345	(500)		
Building, Safety, Zoning						
01-52-41-10	Salaries	221,902	220,384	1,518	Lampe	Bartz
01-52-41-16	PT Wages	61,245	58,544	2,701		
01-52-41-33	WI Retirement	16,647	16,544	103		
01-52-41-34	Social Security	17,617	17,356	261		
01-52-41-35	Medicare	4,120	4,059	61		
01-51-81-56	Contingent Fund	40,345	44,989	(4,644)		
Street Maintenance						
01-54-31-36	Health Insurance	225,771	256,570	(30,799)	Lampe	Davis
01-54-31-38	Dental Insurance	12,514	14,363	(1,849)		
01-51-81-56	Contingent Fund	44,989	12,341	32,648		
05-54-11-70	Streets Major Capital Outlay	225,000	144,500	xxx	Lampe	Bartz
16-58-16-60	Storm Water Capital Outlay	1,582,620	1,604,120	xxx		
17-58-17-60	Solid Waste Capital Outlay	-	59,000	xxx		
City Attorney						
01-51-61-10	Salaries	194,548	191,760	2,788	Davis	Lampe
01-51-61-33	WI Retirement	13,229	13,040	189		
01-51-61-34	Social Security	12,062	11,889	173		
01-51-61-35	Medicare	2,821	2,781	40		
01-51-81-56	Contingent Fund	12,341	15,531	(3,190)		

Account	Name	Original	Modified	Impact to Fund 01 Bottom Line	First	Second
01-44-21-25	EMS Charges	(850,000)	(870,000)	20,000	Bartz	Lampe
01-43-51-00	Building Permits	(75,000)	(77,500)	2,500	Lampe	Bartz
Transit						
13-57-11-46	Purchased Transportation	906,374	934,860	xxx	Bartz	Davis
13-42-73-01	State Mass Transit Aid	(208,466)	(215,018)	xxx		
13-42-73-02	Federal Mass Transit Aid	(290,039)	(299,155)	xxx		
Rec Admin: programming staff				-		
01-55-20-10	Rec Admin Salaries	383,334	347,750	35,584	Davis	Lampe
01-55-20-33	WI Retirement	24,711	23,674	1,037		
01-55-20-34	Social Security	24,548	22,342	2,206		
01-55-20-35	Medicare	5,741	5,225	516		
01-55-20-36	Health Insurance	95,258	90,424	4,834		
01-55-20-37	Life Insurance	640	540	100		
01-55-20-38	Dental Insurance	5,256	4,980	276		
01-51-81-56	Contingent Fund	15,531	60,084	(44,553)		
01-54-10-16	Engineering PT Salaries	15,960	7,980	7,980	Lampe	Bartz
01-54-10-34	Engineering SS	20,259	19,764	495		
01-54-10-35	Engineering Medicare	4,737	4,621	116		
01-51-81-56	Contingent Fund	60,084	68,675	(8,591)		
16-58-16-16	Stormwater PT Salaries	55,952	60,572	xxx		
16-58-16-34	Stormwater SS	29,097	29,592	xxx		
16-58-16-35	Stormwater Medicare	6,805	6,921	xxx		
24-55-41-70	Riverside Park Wall/Bridge Reha	-	75,000	xxx	Davis	Bartz
05-5-42-70	Street Lighting Capital Purch	-	32,000	xxx	Davis	Bartz
01-51-81-56	Contingent Fund	68,675	50,000	18,675	Davis	Lampe
04-59-26-52	'23 \$4.0 GO Notes Interest	65,625	75,000	xxx	Davis	Lampe
Subtotal of Changes				(8,786)		
01-49-99-16	Tax Levy	(10,700,000)	(10,400,000)	(300,000)	Davis	Bartz
Subtotal of Changes				(308,786)		
Mayor's Original Budget				(411,185)		
Finance Com Budget (Impact to Fund Balance)				(719,971)		

Mayor McFarland presided over remainder of meeting.

4. **Review and approve:** one-year contract with Passenger Transit, Inc, for shared-ride taxi service. The Transit Commission is recommending the City agree to a one-year extension of its current contract with Passenger Transit, Inc. to provide shared-ride taxi services for 2023 at an hourly service rate of \$31.27, an amount equal to 1.083 higher than the current rate. Ald. Ruetten moved to approve as presented, seconded by Ald. Lampe, and carried by unanimous voice vote.
5. **Review and approve:** one-year vehicle lease with Passenger Transit, Inc. for shared-ride taxi service. An annual lease is necessary to allow the use of the City's taxi vehicles by the company contracted to provide shared-ride taxi service. Ald. Ruetten moved to approve as presented for 2023, seconded by Ald. Bartz, and carried by unanimous voice vote.
6. **Adjournment.** Ald. Lampe moved to approve adjournment at 8:20 pm, seconded by Ald. Bartz, and carried by unanimous voice vote.

Respectfully submitted,

Mark Stevens, Finance Director

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



## FINANCE COMMITTEE MEETING MINUTES

MONDAY, OCTOBER 24, 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 (video), W-WW Utilities Manager Pete Hartz, Assistant Engineer Andrew Beyer, Tim Hayden

1. **Call to order.** Mayor McFarland called the meeting to order at 5:30 p.m.
2. **Review and take action:** Budget Amendment – Transfer \$6,000 in funds from 01-51-81-56 (Contingency) to 01-54-41-19 (Marking Paint) for Welsh Road Pavement Marking with Century Fence Co. Roughly 1,250 liner feet of roadway would be striped with epoxy markings. After discussion of the desired work to be completed, Ald Lampe moved, seconded by Ald Davis, to approve a transfer of \$7,000 from Contingency [01-51-81-56] to fund \$6,000 to Marking Paint [01-54-41-19] and \$1,000 to Signs Supplies [01-54-41-18], and carried by unanimous voice vote.
3. **Review and take action:** adjust Wastewater Department employee Rick Jirsa from Grade K Step 3 [\$30.55/hr.] to Grade K Step 5 [\$32.20/hr.]. One step is retroactive to August 22, and the second step is retroactive to October 19. Ald Davis moved, seconded by Ald Lampe, to approve as presented, and carried by unanimous voice vote.
4. **Review and take action:** adjust Wastewater Department employee Martin Larson from Grade I Step 2 [\$25.76/hr.] to Grade I Step 4 [\$27.19/hr.]. One step is retroactive to September 12, and the second step is retroactive to September 21. Ald Davis moved, seconded by Ald Lampe, to approve as presented, and carried by unanimous voice vote.
5. **Review and take possible action:** Approve hiring Brian Zirbes for the Zoning & Floodplain Administrator position at Grade N. He would be considered starting at Step 3, but due to existing compression with a subordinate employee, the request is to pay at the Step 4 rate, noticing the employee of this condition. Ald Ruetten moved, seconded by Ald Bartz, to approve as presented, and carried by unanimous voice vote.
6. **Review and take action:** Authorize the Execution of the First Amendment to Agreement Concerning Payment in Support of Municipal Services by and Among Marquardt Village, Inc. and Its Affiliated Entities and the City of Watertown. This amendment updates the payment in lieu of taxes (PILOT) to the current apartment spaces. Ald Ruetten moved, seconded by Ald Lampe, to approve as presented, and carried by unanimous voice vote.
7. **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. (Purchase of Real Estate for Fire Department). Ald Bartz moved, seconded by Ald Ruetten, to approve as presented, and carried by unanimous roll call vote.
8. Reconvene into open session
9. **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. (Wal-Mart R.E. Bus. Trust vs. City of Watertown). Ald Bartz moved, seconded by Ald Ruetten, to approve as presented, and carried by unanimous roll call vote.

10. Reconvene into open session

11. **Review and take action:** Positive recommendation to adopt proposed Resolution. (Wal-Mart R.E. Bus. Trust vs. City of Watertown). Walmart has challenged the City's 2021 property assessment. The mediator's recommended settlement, reducing the 2021 assessment by \$100,000 and keeping the 2022 assessment without change, would result in the City paying a modest rebate of \$1,986 for 2021. Ald Ruetten moved, seconded by Ald Bartz, to approve as presented, and carried by unanimous voice vote.

12. **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. (Watertown Square, LLC vs. City of Watertown). Ald Bartz moved, seconded by Ald Ruetten, to approve as presented, and carried by unanimous roll call vote.

13. Reconvene into open session

14. **Review and take action:** Consider Amendment of Substitute Development Agreement. (Watertown Square, LLC vs. City of Watertown). The potential buyer of Watertown Square backed out of its purchase offer for the property. The current developer would like to move forward with its requested developer agreement changes so that a future sale would progress with this change in place. Although Attorney Chesebro wasn't successful with all of his requested modifications, the City is saving approximately \$800,000 in future agreement costs. The risk to the City is relegated to a closure of the retail storefronts in the next six years. Ald Ruetten moved, seconded by Ald Davis, to recommend Council approve the revised developer agreement, and carried by unanimous voice vote.

15. **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. (Vacation Policy)

16. Reconvene into open session

17. **Adjournment.** Ald. Ruetten moved to approve adjournment at 7:42 pm, seconded by Ald. Bartz, and carried by unanimous voice vote.

Respectfully submitted,

Mark Stevens, Finance Director

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

# Memo

**To:** Finance Committee  
**From:** Mayor McFarland  
**Date:** 11-3-2022  
**Re:** 2023 Riverfest

Dear Committee Members,

At our 2023 budget meetings we spent time discussing the Riverfest budget. At that time, I shared we had some meetings scheduled with organizers to discuss the festival. I'd like to use this time to provide you all an update and solicit your feedback.

Thank you,

Mayor McFarland



Stacy Winkelman  
Interim Supt/Office Manager

Jason Heller  
Interim Foreman/Equip Operator

Jane Flanigan  
Admin Asst

**TO:** Mayor McFarland & Finance Committee  
**FROM:** Stacy Winkelman  
**RE:** Agenda Item  
**DATE:** October 31, 2022

Mayor McFarland & Committee Members:

I have one item on the agenda for your review and approval. It is regarding allowing on-call pay for the winter season for three employees in the Street Division.

Your committee has approved a new organization of this division, however filling the positions has not been done yet, and I do not know how soon that will be. With that being said, winter is quickly approaching so I have started thinking about getting the on-call schedule in place. The new structure has the following four positions being in the "On-Call Rotation" from approximately November 15<sup>th</sup> – April 15<sup>th</sup>: Operations Manager, Asst. Operations Manager, and the two foreman positions. When the Operations Manager and Asst Operations Manager are filled they are exempt positions and would not be compensated for being on call. The two foreman positions are non-exempt and, in my opinion, should be compensated for being on call. Since currently we only have one position that is exempt, I would like to ask the Committee to approve on-call pay for the other three on-call spots. I have attached the on-call schedule as well as the cost breakdown. I have followed the procedure in the current handbook for on-call pay cost. Worst case scenario, this would cost the city \$2,352.00. That could be less if one of these is moved into the other exempt position before winter's end. None of our salters or plow drivers are paid for basically being on call all winter and they are not issued with any sort of City cell phone or pager. I would ask that the people in the position of taking on the responsibility for making the calls as to when the crews go out be compensated. These are the ones that are constantly checking the weather to make sure they call employees in and get them out on the streets doing snow and ice control.

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

Respectfully,

Stacy Winkelman  
Interim Supt/Office Manager

Enclosures

leaves, employee gets called back at 2:00 a.m. and must work until 4:00 a.m. will be compensated for four (4) hours at time and one-half (1 ½).

## **G. ADDITIONAL JOB COMPENSATION**

### **Communications Training Officer**

Non-supervisory employees functioning as a communications training officer will receive an additional two dollars (\$2.00) per hour compensation for that period of time when they are performing training officer duties.

### **Water/Wastewater Cell Phone Compensation**

Employees assigned to on-call duty will be compensated on the following basis: Eighteen dollars (\$18.00) for each workweek day so assigned; twenty-seven dollars (\$27.00) for each weekend day and thirty dollars (\$30.00) for each holiday so assigned. Cell phones will continue to be assigned in the present manner and employees may continue to either trade or relinquish duty in the current manner, provided sufficient coverage is maintained. Employees that receive pager pay will drink no alcohol for the entire time they are being compensated (complies with Federal CDL law) and will not be more than sixty (60) minutes from the main facility depending on which department they work for. In addition, employees must respond to alarms immediately upon receiving a call/text.

### **Out of Classification**

No employee shall suffer a reduction in pay if he/she is required to take a job carrying a lesser rate of pay. Any employee who is required to take jobs of higher scale shall receive such scale for all such hours worked if such work is performed for one (1) hour or more. Employees, whose compensation is at the control point (step 6) or below, who work out of class, will receive the rate of pay at the same step in the out of class grade. Employees whose compensation is beyond the control point (step 7 or higher) will receive up to an additional seventy-five cents (\$0.75) per hour. No out of class pay rate can exceed the maximum rate (step 11) of the grade the employee is working out of class in.

### **Certifications**

Non- exempt employees who complete professional certifications and/or licensing related to their job description will be eligible for a step placement review to be recommended by the Department Head to be determined by the Mayor and Finance Committee.

### **Non-Union Paramedics**

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

## ***SUPERVISOR'S ON-CALL SCHEDULE***

### **NOVEMBER 2022**

Mon, Nov 14<sup>th</sup> – Sun, Nov 20<sup>th</sup> = Jason  
 Mon, Nov 21<sup>st</sup> – Sun, Nov 27<sup>th</sup> = Stacy  
 Mon, Nov 28<sup>th</sup> – Sun, Dec 4<sup>th</sup> = TBD #1

### **PHONE NUMBERS**

Stacy Winkelman      920-342-8885  
 Jason Heller          920-988-5706  
 TBD #1  
 TBD #2

### **DECEMBER 2022**

Mon, Dec 5<sup>th</sup> – Sun, Dec 11<sup>th</sup> = TBD #2  
 Mon, Dec 12<sup>th</sup> – Sun, Dec 18<sup>th</sup> = Jason  
 Mon, Dec 19<sup>th</sup> – Sun, Dec 25<sup>th</sup> = Stacy  
 Mon, Dec 26<sup>th</sup> – Sun, Jan 1<sup>st</sup> = TBD #1

### **JANUARY 2023**

Mon, Jan 2<sup>nd</sup> – Sun, Jan 8<sup>th</sup> = TBD #2  
 Mon, Jan 9<sup>th</sup> – Sun, Jan 15<sup>th</sup> = Jason  
 Mon, Jan 16<sup>th</sup> – Sun, Jan 22<sup>nd</sup> = Stacy  
 Mon, Jan 23<sup>rd</sup> – Sun, Jan 29<sup>th</sup> = TBD #1

### **MARCH 2023**

Mon, Feb 27<sup>th</sup> – Sun, Mar 5<sup>th</sup> = TBD #2  
 Mon, Mar 6<sup>th</sup> – Sun, Mar 12<sup>th</sup> = Jason  
 Mon, Mar 13<sup>th</sup> – Sun, Mar 19<sup>th</sup> = Stacy  
 Mon, Mar 20<sup>th</sup> – Sun, Mar 26<sup>th</sup> = TBD #1  
 Mon, Mar 27<sup>th</sup> – Sun, Apr 2<sup>nd</sup> = TBD #2

### **FEBRUARY 2023**

Mon, Jan 30<sup>th</sup> – Sun, Feb 5<sup>th</sup> = TBD #2  
 Mon, Feb 6<sup>th</sup> – Sun, Feb 12<sup>th</sup> = Jason  
 Mon, Feb 13<sup>th</sup> – Sun, Feb 19<sup>th</sup> = Stacy  
 Mon, Feb 20<sup>th</sup> – Sun, Feb 26<sup>th</sup> = TBD #1

### **APRIL 2023**

Mon, Apr 3<sup>rd</sup> – Sun, Apr 9<sup>th</sup> = Jason  
 Mon, Apr 10<sup>th</sup> – Sun, Apr 16<sup>th</sup> = Stacy

**\* PLEASE NOTE: FROM MIDNIGHT – 6:30 A.M.  
 IS CONSIDERED THE DAY BEFORE. \*  
 FOR EXAMPLE: 1:00 A.M. ON NOV. 14<sup>TH</sup> WOULD  
 BE JASON'S CALL.**

**COST OF ON-CALL PAY**

APPROXIMATELY NOVEMBER 15, 2022 – APRIL 15, 2023

Interim Superintendent (Stacy Winkelman) – Exempt, N/C

Interim Foreman (Jason Heller) - \$576 for 5 weeks plus \$156 for week with 1 holiday = \$876.00

Employee #1 (TBD) - \$576 for 4 weeks plus \$168 for week with 2 holidays = \$744.00

Employee #2 (TBD) - \$576 for 4 weeks plus \$156 for week with 1 holiday = \$732.00

Total Cost: \$2,352.00

### Candidate Selection Form

POSITION TITLE Strategic Initiatives and Development Coordinator DEPARTMENT Administration

NEW POSITION \_\_\_\_\_ VACANCY X RECLASS \_\_\_\_\_ # OF APPLICANTS: 14

FT X PT \_\_\_\_\_ EXEMPT X NONEXEMPT \_\_\_\_\_

Reason for opening:
Vacancy
Justification to fill:
To support the economic development and community initiatives for the city.
Top three responsibilities for position:
Executive Director of the RDA Lead and accomplish strategic initiatives Economic Development work in the city

CANDIDATE NAME: Mason Becker

How this candidate had demonstrated skills to meet the needs of the position and requested step:
Served in municipal board roles for 9 years where he spearheaded economic initiatives. Business owner for multiple locations. Masters in progress in public administration.

Date Available to start:	2 weeks	Grade	M	Step	1	Hourly Rate	32.75
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FIRST ALTERNATE: Repost

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

Date Available to start:		Grade		Step		Hourly Rate	
--------------------------	--	-------	--	------	--	-------------	--

SECOND ALTERNATE: \_\_\_\_\_

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

Date Available to start:		Grade		Step		Hourly Rate	
--------------------------	--	-------	--	------	--	-------------	--

Approved Yes \_\_\_\_\_ No \_\_\_\_\_

# Memo

**To:** Mayor McFarland & Finance Committee

**From:** Lisa Schwartz, Human Resources Generalist

**Date:** November 7, 2022

**Re:** **Employee Vision Plan Option** Agenda Item

Please find the following agenda item for your consideration and approval.

The City would like to expand our employee benefit offering to include eligibility for a vision plan for City employees. We have received consistent feedback from our teams requesting an option for vision insurance and feel this benefit would support our existing and future employees. As this is a new program, we do not have any historic data, but there would currently be employees eligible for the plan. At this time there would be no contribution towards the plan costs from the City.

Currently, a voluntary program is offered through the Labor Association of Wisconsin, Inc. that supports LAW, Inc. union members as well as non-union members or general employees. This program is not managed by the City of Watertown and enrollment is managed by the third party with enrollment and payments being made directly to the third party. Below is a chart of the premiums employees pay through the Law, Inc. program.

	LAW, Inc. Member	LAW, Inc. Non-Member	Voluntary Delta Vision-Payroll Deduction
Single-Monthly	\$10.50	\$12.50	\$5.13
Family-Monthly	\$23.00	\$25.00	\$12.77

The City of Watertown currently has an independent dental plan through Delta Dental that has expanded offerings into vision options. Plans for both options are included in the attached packet. Rates below are listed for both options. The Delta Vision option would be a payroll deduction and follow the open enrollment guidelines like our dental program. Below is a chart of the premiums employees would pay through the Delta Vision plan.

Pending the approval of the City Attorney, Finance Committee, and Common Council we would anticipate an effective date of January 1 with enrollment period from December 1st through December 15th.

Further communication will be added to the employee handbook to update the benefits section with the new offering.

Please review and provide recommendation.

## FIRST AMENDMENT TO 2021 FIRE PROTECTION & EMS AGREEMENT

This First Amendment the 2021 Fire Protection & EMS Agreement (the “Amendment”) is entered into by and between the City of Watertown, a Wisconsin Municipal Corporation, situated in the counties of Dodge and Jefferson, Wisconsin, hereinafter called the "City", and the Watertown Rural Fire Department representing the Town of Emmet, Town of Milford, Town of Shields, and Town of Watertown, hereinafter referred to as the "Townships" and is effective as of January 1, 2023.

### RECITALS

WHEREAS, the Parties entered into the 2021 Fire Protection & EMS Agreement Understanding for provision of Fire Protection and EMS services for January 1, 2021 through December 31, 2022 (the “Agreement”); and

WHEREAS, the parties wish to amend the agreement to include the calendar year of 2023.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The Term of the 2021 Fire Protection & EMS Agreement will be extended for 1 year with the new expiration date of the Agreement being December 31, 2023. All other terms of the Agreement will remain in effect.
2. This Amendment may be executed in one or more counterparts, including facsimile or other electronic format (including, without limitation, “pdf”, “tif” or “jpg”) and other electronic signatures (including, without limitation, DocuSign and AdobeSign), each of which shall be deemed to be an original and together which shall constitute one and the same document.
3. This Amendment and the rights and obligations of the Parties hereunder shall be construed in accordance with and governed by the laws of the State of Wisconsin. The Parties hereto hereby consent to the jurisdiction of the courts of the State of Wisconsin for any actions brought hereon.

**IN WITNESS WHEREOF**, the parties have set their hands and seal as of the dates designated below.

CITY OF WATERTOWN

\_\_\_\_\_  
Emily McFarland, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Megan Dunneisen, City Clerk

\_\_\_\_\_  
Date

TOWNSHIPS

\_\_\_\_\_  
Town of Emmet

\_\_\_\_\_  
Date

\_\_\_\_\_  
Town of Shields

\_\_\_\_\_  
Date

\_\_\_\_\_  
Town of Milford

\_\_\_\_\_  
Date

\_\_\_\_\_  
Town of Watertown

\_\_\_\_\_  
Date

2021 FIRE PROTECTION & EMS AGREEMENT

This is a two-year agreement commencing the 1st day of January, 2021 between the City of Watertown, a Wisconsin Municipal Corporation, situated in the counties of Dodge and Jefferson, Wisconsin, hereinafter called the "City", and the Watertown Rural Fire Department representing the Town of Emmet, Town of Milford, Town of Shields, and Town of Watertown, hereinafter referred to as the "Townships".

WITNESSETH:

1. That for and in consideration of the City providing fire protection and EMS services to the Townships through its fire department during the year 2021 the Townships hereby agree to pay the City the following amounts:

A) The townships will pay \$229,537.02 each year based on applying the same mill rate paid by residents and businesses of the City of Watertown on the total assessed value of the area described below in Section 8 for all types of responses including all fires, all EMS, all vehicle accidents, and all hazardous materials incident requests for incidents occurring in the areas described below in Section 8. This payment shall be in lieu of any payment for paramedic training and in lieu of contributions to specific capital equipment expenditures. A breakdown of the individual township's costs is listed in 1-D of this contract.

B) The Watertown Water Department, per Wisconsin Administrative Code PSC 185.15 and Municipal Utilities 17.02 (42), must bill for all water used for extinguishing fires outside the utility's service area. Therefore, any township or village under contract with the Watertown Fire Department will be billed by the Watertown Water Department, for hydrant service charge(s) and the amount of water used to extinguish fires, each time the Watertown Fire Department responds to the township or village for a fire call. The bill is payable to the Watertown Water Department upon receipt. A late payment charge of 1 percent per month will be added to bills not paid within 45 days of issuance.

C) The payments referred to in paragraph 1 shall be made by the Townships on or before the deadlines set in paragraph 12.

D)	Shields-	\$44,067.39
	Emmet-	\$60,304.31
	Milford-	\$29,079.13
	Watertown-	\$96,086.19

2. It is expressly agreed that in the event several calls are received by the City's Fire Department, that the initial response shall be to fires occurring within the City limits of the City and then they shall respond to fires in the Townships. If calls are received from more than one Town, the City agrees that it shall respond to the first call received. If the City's Fire Department is unable to immediately respond to the second fire, the City will notify a mutual aid municipality to respond and provide needed coverage in the second Township.

3. In the event there are two fires in the Townships at the same time, the City agrees that it will do its best to aid both fires and will provide all equipment then available to fight both fires while maintaining adequate resources for City emergencies.

4. The Townships agree that they will use their best effort to keep its roads passable and to provide an adequate supply of water in an amount determined necessary in the opinion of the officer in charge of said fire.
5. It is expressly agreed that the personnel of the City's Fire Department shall be in full charge of fighting any fire to which it responds in the Townships.
6. This agreement may be terminated by the written notice of either party given at least ninety days prior to the expiration of the term, and may be further terminated at anytime upon ninety days written notice given by the City to the Townships in the event the Townships are delinquent in its payments as called for by this contract or are in default under any of the enforcement provisions of Paragraph 9 of this Agreement.
7. This agreement is subject to the City approving the size of the fire district within the Townships which shall be serviced by the City's Fire Department. The district shall include:
  - A. TOWN OF MILFORD: Sections 4, 5,8,9,16,17, (east of the river), 22, 23, 24, 6-East of Crawfish River, 7 -East of Crawfish River, 18-East of Crawfish River, 25-Northern portion, 26-Northern portion, and 27-Northern portion.
  - B. TOWN OF SHIELDS: Sections 1,2\*,3\*, 10\*, 11, 12, 13, 14, 15, 16\*,20\*,21,22,23, 24,25,26,27,28,29,30\*,31 \*,32,33,34,35, and 36. \* = east of Beaver Dam River only.
  - C. TOWN OF EMMET: Sections 3, 4,5,6,7,8,9, 10, 15, 16, 17, 18,19,20,21,22,27,28, 29,30, 31, W6246, W6050, W6082 (Apple Road), W6298, W6045, W6048 (Oak Road), but does not included N1332, N1370, N1418, N1476, N1530, N1254, N1465, N1477 (Hwy. E).
  - D. TOWN OF WATERTOWN: Sections Range 14-1,2,3, 10, 11, 12, 13, 14, 15. Range 152,6,7,11,14,15,16,17, 18, 19,20,21, 22 and the entire intersection of HWY 26 & Ebenezer Road
8. The townships will be responsible for the costs of operating their two tender units including items such as fuel, firefighting equipment, maintenance labor costs, insurance coverage, and excluding the salary benefit package of city fire department employees who operate the units. These charges would be billed monthly for the costs incurred for previous month.
9. Each of the Townships shall allow and does hereby designate the City Fire Chief, or his/her designees, full authority to enforce the Wisconsin Fire Protection Code, as codified in DSPS 314 of the Wisconsin Administrative Code, adopting by reference the National Fire Protection Association (NFPA) 1, within the boundaries of the Township Fire District, outlined in Paragraph 7 above. To that end, each Township, which is a party to this Agreement, shall adopt by ordinance by their respective Town Boards the proposed Town Fire Protection Code within sixty (60) days of the execution of this Agreement. A certified copy of that adopted ordinance shall be forwarded to the Clerk-Treasurer of the City, immediately after its passage and publication by the Town Board. The proposed Town Fire Protection Code shall be enacted by the Town Board in the same format and without variation from that document as rendered, unless any such changes are specifically granted in writing by the City. The proposed Fire Protection Code shall remain in full force

and effect and shall be enforced throughout the term of this Agreement, as well as any such subsequent Agreement negotiated between the parties. Each of the Townships shall cooperate with the Fire Marshal and otherwise act in good faith with the implementation and enforcement of the Town Fire Protection Code.

- 10. The City's Fire Department will bill separately for emergency medical transport and paramedic services rendered under this contract in the same manner as are billed to City of Watertown residents, and any other recovery costs as allowed by law.
- 11. The townships agree to pay the fire department the percentage of their 2% Dues from the State for conducting fire inspections in the townships. It shall be based upon a percentage of the area of the township covered. Payment is to be received in August of the contract year.
- 12. The townships shall make payments for the contract year referenced above as follows: fifty percent (50%) of the contract price shall be paid on or before February 28<sup>th</sup> of the contract year and the remaining fifty percent (50%) of the contract price shall be paid on or before August 31<sup>st</sup> of the contract year. Invoices requesting payment by the townships shall be provided by the City by February 1 and August 1 of the contract year.
- 13. Contracts shall be signed and returned to the Watertown Fire Department by November 30, 2020.

**IN WITNESS WHEREOF**, the parties have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF WATERTOWN**

\_\_\_\_\_Emily McFarland, Mayor

\_\_\_\_\_Elissa Friedl, City Clerk

**TOWNSHIPS**

\_\_\_\_\_Town of Emmet

\_\_\_\_\_Town of Shields

\_\_\_\_\_Town of Milford

\_\_\_\_\_Town of Watertown

INTERGOVERNMENTAL AGREEMENT  
CONTINUING THE  
JEFFERSON COUNTY ECONOMIC DEVELOPMENT CONSORTIUM

Revised 09-22-2022

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ARTICLE I. PURPOSE

The purpose of the Jefferson County Economic Development Consortium (JCEDC) is to foster and encourage responsible community and economic development activities that result in job creation, retention, increased tax base and an improved sustainability and quality of life for the citizens of Jefferson County. The JCEDC will work closely with ThriveED and other mission driven entities to develop prosperous communities within the greater Jefferson County Region.

The Glacial Heritage Development Partnership d/b/a ThriveED is a 501(c)(3) public/private partnership to support community and economic development activities in the region.

ARTICLE II. STATUTORY AUTHORITY

The JCEDC shall be a public intergovernmental enterprise organized under the authority of § 66.0301, Wis. Stats., and as the same may be amended from time to time.

ARTICLE III. MEMBERSHIP

The JCEDC shall be composed of the towns, villages, cities and county governments of Jefferson County, Wisconsin (municipalities) that choose to adopt this agreement and thereby enter into membership. The current membership consists of Jefferson County, the cities of Fort Atkinson, Jefferson, Lake Mills, Waterloo, Watertown, and Whitewater and the Villages of Johnson Creek, Cambridge, and Palmyra. Other municipalities may be added to the membership upon agreement to the terms and conditions of the intergovernmental agreement. Quasi-governmental bodies such Redevelopment Authorities and Housing Authorities may also affiliate with the organization.

ARTICLE IV. JCEDC BOARD OF DIRECTORS

- 4.1 The Board of Directors (JCEDC Board) shall provide the overall policy direction of the JCEDC. This will include but is not limited to budget development, strategic plan, annual plan of work and performance metrics. The development and oversight of the strategic plan, plan of work and metrics will be coordinated and aligned with ThriveED.
- 4.2 The Board’s membership shall be determined by reference to Section 4.4. The Board shall consist of three Jefferson County representatives and one member appointed by each participating municipality.
- 4.3 The terms of the JCEDC Board members shall begin on May 1 of each year.
- 4.4 Members of the JCEDC Board shall be appointed as follows:
  - a. The three Jefferson County representatives shall be appointed by the County Board chairperson and confirmed by majority vote of the County Board in accordance with the Jefferson County Board Rules.

- b. Each member municipality shall appoint one representative by their governing body. Note: The JCEDC Board members are appointed by the municipalities or the county they represent, the JCEDC Board cannot determine this. Official appointments will be on file with the JCEDC office from the appointing authority. The municipality may appoint an alternative appointment to serve if the primary appointee is not available.
- 4.5 The JCEDC Board may invite various organizations and/or individuals from professional areas to join as advisory, non-voting members.
- 4.6 The JCEDC Board may, by resolution adopted by a majority of the total JCEDC Board, create such committees for such purposes and with such authority as the resolution may provide, and appoint such members of the JCEDC Board or others to serve on said committees.
- 4.7 The JCEDC Board will have the same roles, responsibilities and rights as other County Committees to include recommending legislation to the County Board.

#### ARTICLE V. MEETINGS

- 5.1 The JCEDC Board will establish and publish a regular meeting schedule.
- 5.2 All meetings of the JCEDC Board will be properly noticed according to law.
- 5.3 Special meetings of the JCEDC Board may be called at the request of the Chairperson, Vice Chair or any two board members. The place of the meeting will be at the principal office of the JCEDC, unless otherwise agreed upon by the Chairperson and Vice Chair.
- 5.4 A majority of the total-voting members of the JCEDC Board shall constitute a quorum for the transaction of business at any meeting. A member shall be present to vote. Present is defined to include remote attendance as authorized by the Jefferson County Board Rules.
- 5.5 The chairperson, and in his/her absence, the vice-chairperson, and in their absence, any board member chosen by a majority of the members present, shall call the meeting of the JCEDC Board to order and shall act as chairperson of the meeting.
- 5.6 JCEDC will hold at minimum one annual joint board meeting with ThriveED to collaborate and review goals and objectives of the consolidated strategic plan and plan of work.

#### ARTICLE VI. ANNUAL MEETING

- 6.1 The Annual Meeting of the JCEDC Board shall be held in May of each year on a date, time and place to be determined by the JCEDC Board.
- 6.2 At its annual meeting, the JCEDC Board shall elect a chairperson and vice-chairperson.
- 6.3 The JCEDC Board shall establish the duties of the chairperson and vice-chairperson.

## ARTICLE VII. EXECUTIVE COMMITTEE MEMBERSHIP

The chairperson and vice-chairperson of JCEDC, the chairperson and vice-chairperson of ThriveED, and the Jefferson County Administrator (County Administrator) shall serve on the Executive Committee.

## ARTICLE VIII. STAFF

- 8.1 Jefferson County shall employ all JCEDC staff.
- 8.2 Day to day operational supervision of JCEDC staff shall rest with Jefferson County.
- 8.3 Jefferson County Human Resource practices and policies shall be applicable in all respects to employment of staff, except the hiring procedure for the director. JCEDC staff will be supervised by the Executive Director and the Executive Director will be supervised by the County Administrator. The Executive Director will be considered a Department Head level position within the County's organizational structure. The County Administrator will consult with the Executive Committee in development of the annual evaluation of the Executive Director.
- 8.4 If there is a vacancy of the Executive Director, the County will advertise and recruit for the director's position in consultation with the Executive Committee as to the best method for recruitment. Thereafter, the JCEDC Board will screen the applicants and select participants in the interview process with the Jefferson County Administrator. At the end of the interview process, the JCEDC Board will recommend up to five finalists. The Executive Committee shall conduct finalist interviews. Appointment of a finalist by the County Administrator shall be subject to County Board confirmation per Wis Statute 59.18 (2)(b).
- 8.5 JCEDC staff will attend municipal meetings to provide updates and information upon request of the municipalities. The Executive Director will provide an annual report to the Jefferson County Board of Supervisors. The annual report will be made available to all municipalities.

## ARTICLE IX. FINANCES

- 9.1 The JCEDC Board shall prepare an annual budget with the assistance of staff. Jefferson County's policies and procedures shall apply for meals, lodging, mileage, travel and other reimbursable expenses.
- 9.2 The JCEDC Board will present its proposed budget in a timely manner to all member municipalities and Jefferson County before it is adopted by the JCEDC Board.
- 9.3 Funding for the fiscal years will be established as \$1.50 per county resident payable from Jefferson County, plus \$1.50 per municipal resident payable from each participating municipality. The population number used to calculate contributions will be collected through the Wisconsin Department of Administration.
- 9.4 The JCEDC shall not be limited to public funding from its member municipalities and Jefferson County. The JCEDC Board may authorize staff to pursue additional revenue through program revenue, contracts for service, and public and/or private gifts and grants.
- 9.5 Jefferson County shall act as the fiscal agent for the JCEDC.
- 9.6 Each municipality and county shall be responsible in the proportion of its contribution to the

consortium as a whole for any other cost of the consortium not specifically set forth herein, including but not limited to employment costs incurred by Jefferson County as a result of unemployment compensation to staff upon termination of the consortium.

- 9.7 All funds due from a municipality shall be paid to the County by a member municipality by January 31 of the year for which such funds are budgeted. The County shall hold all funds for the benefit of JCEDC in a separate account. Unspent funds in said account shall not lapse to the general fund but shall be carried over to the next fiscal year or otherwise distributed as set forth herein.

ARTICLE X. GENERAL POWERS AND TYPE OF SERVICES

- 10.1 The JCEDC Board may recommend action to the County with regard to direction of staff, contracts or general program purposes.
- 10.2 The JCEDC Board shall not borrow money or authorize the borrowing of any funds on behalf of the JCEDC. The JCEDC Board may, however, enter into contracts in the ordinary course of its business and in pursuit of its stated goals and purpose. Examples of its permitted contracting powers would be equipment leases or equipment purchases. Under no circumstance shall the JCEDC Board enter into contracts that cause it to exceed its annual budget.
- 10.3 Under the policy oversight of the JCEDC Board, the staff of JCEDC will develop a plan of work that aligns with the strategic plan in the furtherance of community development and economic development. Staff will further accomplish this task by working on a regional basis with partners in all sectors, coordination with the state as required and with local municipalities based on their needs within the framework of the plan of work.

ARTICLE XI. SEVERABILITY

If any section, paragraph, sentence, clause, phrase or any part of this agreement, including amendments, is declared to be unconstitutional or void, or if for any reason is declared to be invalid or of no effect, the remaining sections, paragraphs, sentences, clauses, phrases or parts thereof shall be in no manner affected thereby, but shall remain in full force and effect.

ARTICLE XII. AMENDMENTS

All or any portion of this agreement may be amended by a resolution passed by the affirmative vote of at least 2/3 of the total JCEDC Board membership.

ARTICLE XIII. DISSOLUTION & WITHDRAWAL

- 13.1 Written notice of withdrawal shall be submitted a minimum of 6 months prior to the effective date of withdrawal.
- 13.2 Any member withdrawing from the consortium is responsible for obligations incurred during the period it was a member.
- 13.3 The consortium may be dissolved by an affirmative vote of at least two-third (2/3) of the member municipalities and two-third (2/3) of the Jefferson County board establishing a date

of dissolution, which shall be at least one year after the date of the affirmative vote.

- 13.4 In the event of dissolution, any assets remaining after payment of all obligations shall be distributed among existing members in proportion to their contributions, as determined by the JCEDC Board. In the event obligations exceed assets, members shall pay pro rata such sums as may be necessary to retire the obligation.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

City of Watertown

BY: \_\_\_\_\_

\_\_\_\_\_

(Print Name)

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Jefferson County Economic Development Consortium

BY: \_\_\_\_\_

\_\_\_\_\_

(Print Name)

**RESOLUTION  
ADOPTING A REVISED INTERGOVERNMENTAL AGREEMENT  
CONTINUING THE JEFFERSON COUNTY ECONOMIC  
DEVELOPMENT CONSORTIUM**

**SPONSOR: MAYOR EMILY MCFARLAND**

**WHEREAS**, the City of Watertown Common Council believes economic development will serve the best long-term interests of Watertown residents and Jefferson County residents; and

**WHEREAS**, the City of Watertown Common Council believes a comprehensive, well-conceived and full-developed plan for economic development will enable Jefferson County to promote and encourage proactive, environmentally sound, socially responsible and sustainable economic growth throughout Jefferson County; and,

**WHEREAS**, the City of Watertown has witnessed the benefits that a coordinated economic development program can bring to Jefferson County, including, but not limited to increased visibility, networking relationships, grants-in-aid, development of a technology zone, small business development, commercial and manufacturing retention, a repository for information; and,

**WHEREAS**, the City of Watertown Common Council recognizes the development, facilitation, coordination, promotion, advancement and administration of a well-integrated, responsive and responsible economic development plan for Jefferson County requires dedicated, energetic, professional leadership; and,

**WHEREAS**, the Cities of Fort Atkinson, Jefferson, Lake Mills, Waterloo, Watertown, and Whitewater and the Villages of Johnson Creek, Cambridge, and Palmyra have indicated an interest and desire to join with Jefferson County in a cooperative effort to form an economic development entity; and,

**WHEREAS**, the City of Watertown Common Council desires to partner with Jefferson County and other Jefferson County municipalities in the formation of an economic development consortium that will serve the best interests of all Jefferson County.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF WATERTOWN, WISCONSIN** that the City of Watertown Common Council hereby approves and adopts the proposed Intergovernmental Agreement Continuing the Jefferson County Economic Development Consortium.

**BE IT FURTHER RESOLVED**, that said funds be paid out of Account # 01-51-31-50.

	YES	NO
DAVIS		
LAMPE		
RUETTEN		

ADOPTED \_\_\_\_\_  
\_\_\_\_\_

BARTZ		
LICHT		
SMITH		
SCHMID		
WETZEL		
ROMLEIN		
MAYOR MCFARLAND		
TOTAL		

CITY CLERK

APPROVED \_\_\_\_\_

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MAYOR

DRAFT