



PUBLIC WORKS COMMISSION MEETING AGENDA

TUESDAY, FEBRUARY 11, 2025 AT 5:30 PM

MUNICIPAL BUILDING - 106 JONES STREET, WATERTOWN, WI 53094 - SECOND FLOOR RM 2044

Virtual Meeting Info: <https://us06web.zoom.us/join> Meeting ID: 225 151 7335 Passcode: 589577 One tap mobile +16469313860

<https://us06web.zoom.us/j/9178580897?pwd=eUOpCUyvIV65zIPMYImMdPU1LVLx5I.1>

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

1. CALL TO ORDER

2. COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT

Each individual who would like to address the Committee will be permitted up to three minutes for their comments

3. REVIEW AND APPROVE MINUTES

A. Public Works meeting minutes from January 28, 2025

4. BUSINESS

A. Review and take action: award furniture package bid

B. Review and take action: accept bid for fire station storage building

C. Review and take possible action: Award West Street Water Tower Rehabilitation Project base bid to O & J Coatings, Inc. for a total of \$509,000.00

D. Review and take possible action: Enter into a 2- year agreement with Hydro-Corp Inc., for the industrial and commercial cross-connection control program inspections for \$33,371.14.

E. Review and take possible action: Stormwater Ordinance Revisions (Ch. 288)

F. Review and take possible action: Stormwater Ordinance Revisions (Ch. 453)

5. ADJOURNMENT

Persons requiring other reasonable accommodations for any of the above meetings, may contact the office of the City Clerk at cityclerk@watertownwi.gov phone 920-262-4000

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

Public Works Commission Tuesday, January 28, 2025

1. Call to Order

Meeting was called to order by Chair Steve Board at 5:30 p.m.

Roll call was taken, with Alders Board, Bartz, Smith, and Wetzel, and Commissioner Thompson present.

Also present were City Attorney Steven Chesebro, DPW Director/Engineer Andrew Beyer, Stacy Winkleman Solid Waste Manager, DPW Project Manager Chris Newberry, and one unidentified online caller.

2. Comments and Suggestions from Citizens Present

No comments received.

3. Review and Approve Minutes

A. Public Works Commission minutes from January 14, 2025

Motion by Bartz, supported by Thompson, to approve the minutes of January 14, 2025, as presented.

Motion carried unanimously.

4. Business

A. Review and take possible action: 2024 Annual Quarry Report.

The commission reviewed the 2024 City of Watertown Annual Nonmetallic Mining Operations Report for Brandt Quirk Park Quarry, presented by DPW Project Manager Chris Newberry.

Motion by Thompson, supported by Wetzel, to accept the 2024 City of Watertown Annual Nonmetallic Mining Operations Report as submitted.

Motion carried unanimously.

B. Review and take possible action: purchase of tandem axle dump truck chassis, body, and plow equipment for DPW – Street Division.

Stacy Winkleman Solid Waste Manager recommended the purchase of a 2025 International HV615 chassis from Lakeside International of Milwaukee, Wisconsin for \$160,516.00. Furthermore, we are recommending purchasing the body and snowplow equipment from Burke Truck & Equipment of Madison, Wisconsin for \$152,855.00 for a total purchase price of \$313,371.00.

There is \$150,000.00 budgeted in 2025 account # 05-54-11-70 and \$150,000.00 budgeted in 2025 account #16-58-16-60. There are sufficient funds in the storm water utility fund balance to cover the \$13,371.00 cost over budget.

Vehicle is anticipated to be in service early in 2026.

Motion by Board, supported by Smith, to approve the purchase of a 2025 International HV615 chassis from Lakeside International of Milwaukee, Wisconsin for \$160,516.00. Furthermore, we are recommending purchasing the body and snowplow equipment from Burke Truck & Equipment of

Madison, Wisconsin for \$152,855.00 for a total purchase price of \$313,371.00.

Motion carried unanimously.

- C. Convene into closed session per §19.85(1)(g) to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved (Riverside Park Restrooms).

Motion by Wetzel, supported by Bartz, to convene into closed session.

Motion carried unanimously by a roll call vote.

- D. Reconvene into open session.

Motion by Smith, supported by Thompson, to reconvene into open session.

Motion carried unanimously by roll call vote.

- E. Review and take possible action: Riverside Park Restrooms.

Motion Board, supported by Bartz, to submit a resolution to the city council to terminate contract #8-24, Riverside Park Restroom Structure.

Motion carried unanimously.

5. Adjournment

Motion by Wetzel, supported by Thompson, to adjourn.

Motion carried unanimously.

Meeting adjourned at 6:37 p.m.

Respectfully submitted by Steve Board, Chair

Watertown Fire Dept Furniture Evaluation and Recommendation

Ten proposals received from \$176,449 to \$300,048.
Top five most expensive were disqualified due to price.
Bottom five were evaluated on the following criteria:

	25% Quality and Durability of proposal items				
	10% Design & appearance in alignment with fire station				
	25% Experience & track record with similar projects				
	10% Customer service responsiveness & reliability				
	30% Cost				
	<hr/>				
	100%				
	<hr/>				
	Evaluators				
	P	R	S	Ave	Quote
EBI	79	75	87	80.33	\$ 191,358
BSI	85	75	75	78.33	\$ 176,449
CJA	82	71	71	74.67	\$ 189,611
Henricksen	84	28	75	62.33	\$ 189,136
JL Business Interiors	42	58	33	44.33	\$ 190,841

Staff recommendation: EBI

- * Highest evaluation ranking
- * Conformed best to specifications requesting HON or equivalent
- * Proven experience with other city projects, including post-install support
- * Company utilized for creation of inventory list and diagramming

Current budget allocation for FFE is \$215,000, with \$20,000 reserved for items to be provided outside of bid package (kitchen table, EMS shelving, bunk lights, coffee maker, dayroom end tables, NMR chair)

MEMO

Finance Department

To: Public Works Commission
From: Mark Stevens
Date: February 6, 2025
Subject: Fire Station Storage Building

Background

The one remaining alternate decision postponed on the fire station construction project relates to the storage building.

The initial contingency of \$880,000 has been reduced to \$193,730 at this point. I have reviewed the contract allowances with Maas Brothers staff; there is no expectation that the remaining \$106,690 will be exceeded. It had been estimated last fall that a storage building would cost \$215,360. The prep work (foundation, bollard installations) has been completed within the construction scope/bid.

A request for bids was advertised through the standard means used by the City. One bid was received at the January 30 bid opening from Morton Buildings, Inc. The bid for the 42'W x 80'L x 16'H insulated structure is quoted at \$217,175. An alternate bid, removing the insulation, was offered at \$163,735. **Please see the attached email from Maas Brothers that provides additional information on the insulation and a feasible modification.**

The costs to install electrical connections and lighting in the storage building as part of the base bid total \$45,292. **Please see the attached email from Maas Brothers regarding a bid oversight by the electrician.** The remobilization of Boldt to complete their work on the building is \$4,372.

Budget Goal

Invests in the assessment, strategic planning and maintenance of our city buildings

Financial Impact

This expenditure will expend most of the remainder of the project's planned contingency.

Recommendation

An insulated structure would be the preferred option, but other costs to incorporate necessary radio transmissions, access controls, additional display monitors in workspaces, barrier landscaping, and moving expenses are competing for project dollars. The overhead doors included in the bid are insulated. I recommend Morton Buildings, Inc be awarded the contract

for storage building at \$163,735 (uninsulated) and a change request for Boldt Masonry for remobilization costs of \$4,372, totaling \$168,107. The remaining contingency will be \$25,623. The decision to add the insulation can wait for two months to potentially afford through savings in closed allowance accounts.

Mark Stevens

From: Trevor Kearns <tkearns@maasbros.com>
Sent: Friday, February 7, 2025 10:03 AM
To: Emily McFarland; Mark Stevens; Tanya Reynen; Chad Butler
Cc: Tony Meyers; mzvitkovits@sehinc.com; Trevor Kearns
Subject: Cold Storage Building Bid Review

All,

We have completed review of the single bid received for the cold storage building from Morton Buildings and the voluntary alternate they provided.

Their base bid amount is \$217,175.00 .00. This includes a fully insulated building per the plans, specifications, and bid documents.

- Building is fully insulated, walls & ceiling. With metal liner paneling covering all insulation

The voluntary alternate is \$163,735.00 this is for a non-insulated building with no metal liner panel on the inside.

Benefits of having a fully insulated building with metal liner panel

- Insulated the building will help prevent heaving of concrete slab (heaving can cause issues at man doors)
- Insulated the building will likely prevent freezing conditions inside even without heating the building (In extreme cold spells it still may freeze inside without heat).
- Equipment/tools with batteries and or gaskets/seals will last longer when not exposed to freezing conditions
- Metal liner panel will protect insulation from being damaged and look aesthetically pleasing

Drawbacks from not insulated building

- Condensation could occur at floor slab during seasonal changes in weather – which could lead to moisture issues
- Slab could move when frost conditions occur – this could lead to issues at man doors
- Reduced useful life of tools/pumps/equipment that are exposed to freezing conditions

Insulate building at later date?

- This could be done, however it could cost twice as much or more (+/- \$109,00.00)
- Reasons being;
 - o Loss of economy of scale
 - o Light fixtures and receptacles will be installed and would need to be worked around
 - o Could be difficult to find contractor willing to do if public bid process is required
 - o Material & labor inflation costs

We have worked with Morton to develop two different options that still provide insulation but save costs from base bid.

- Fully insulated building with metal liner panel but no OSB sheathing for roof - \$208,502.00
 - o OSB Sheathing was called out in spec, this would make roof more rigid and durable, however not typical in post frame construction.
- Fully insulated building – no OSB sheathing at roof and no interior metal liner panel at walls - \$195,061.00
 - o Downside = insulation could be damaged if people or equipment rub against it
 - o Ceiling would still have metal liner panel (due to blown-in insulation being most cost effective)

Another option: Would be to contract with Morton for the uninsulated amount of \$163,735.00. It will take 2+ months for them to complete design and permitting.

At that time the Fire Station project will be nearly complete and the allowances could be closed out and surplus returned to city. At that time if desired the remaining funds could be used to insulate the building.

Section 4, Item B.

Please let me know if you have any questions or if you would like to review further.

Trevor Kearns

Project Manager

Maas Brothers Construction Co., Inc.

410 Water Tower Court | Watertown, WI 53094

Ph: 920-261-1682 ext. 103 | Fx: 920-261-3521 | Mobile: 608-697-8360

www.maasbros.com



Mark Stevens**Subject:** FW: Cold Storage Building Bid Review**From:** Trevor Kearns <tkearns@maasbros.com>**Sent:** Friday, February 7, 2025 10:28 AM**To:** Emily McFarland <emcfarland@watertownwi.gov>; Mark Stevens <MStevens@watertownwi.gov>; Tanya Reynen <TReynen@watertownwi.gov>; Chad Butler <cbutler@watertownwi.gov>**Cc:** Tony Meyers <tmeyers@maasbros.com>; mzvitkovits@sehinc.com**Subject:** RE: Cold Storage Building Bid Review

Additionally there are two subcontractor request to discuss that could impact cost.

- 1) Hady Electric misinterpreted bid instructions and did not include the cold storage construction costs in their base bid.
 - a. They are requesting an additional \$45,291.81 to perform this scope of work.
 - b. Following public bid procedures the city could attempt to have them perform their scope of work at no additional cost per the bidding/contract documents
- 2) Boldt masonry - With the cold storage building work not taking place until spring they will have to remobilize their grout towers and masonry equipment. They have requested \$4,372.00 to remobilize.
 - a. We view this as a fair request. When they developed their original bid they were working on the assumption projects would be performed in the same timeline.

Let me know if you have any questions or if you would like to meet in person to discuss these along with the Morton options.

Thank you,

Trevor Kearns

Project Manager

Maas Brothers Construction Co., Inc.

410 Water Tower Court | Watertown, WI 53094

Ph: 920-261-1682 ext. 103 | Fx: 920-261-3521 | Mobile: 608-697-8360

www.maasbros.com



Water Systems

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

To: Chairman Board and members of the Public Works Commission
7, 2025
From: Peter Hartz – Water Systems Manager

February

Re: February 11, 2025, Public Works Commission agenda item

Water Systems:

Review and take possible action: Award West Street Water Tower Rehabilitation Project base bid to O & J Coatings, Inc. for a total of \$509,000.00

Background: Strand Associates on behalf of the Water Department publicly opened bids for the West Street Water Tower Project on Tuesday February 4, 2025. Eleven (11) bids were received, a bid summary and bid tabulation are included with this memo for review. The Water Department is recommending awarding the base bid plus alternative A-2 to O & J Coatings, Inc.

Budget / Operational goal: Aligns with proactively maintaining and investing in infrastructure.

Financial Impact: This project was included in the 2025 capital improvement budget that was approved on 11/19/2024, the budget estimate was \$1,100,000. Additional work on the site will follow including a new parking lot and fencing that is not part of the paving contract but was included in the budget estimate. We estimated that the parking lot and fencing to be less than \$100,000, so sufficient funds remain available.

Recommendation: Award West Street Water Tower Rehabilitation Project base bid \$509,000 to O & J Coatings, Inc. for a total of \$509,000.00.

Sincerely,
Peter Hartz

Water Systems Manager



February 5, 2025

Mr. Pete Hartz, Water Utility Department Manager
City of Watertown
800 Hoffman Drive
Watertown, WI 53094

Re: Fluted Elevated Tank Rehabilitation
Contract 1-2024
City of Watertown, Wisconsin

Dear Pete,

Bids for the above-referenced Project were opened on February 4, 2025. Eleven Bids were received with the resulting Bid tabulation enclosed. The low Bid of \$509,000 was less than ENGINEER's opinion of probable construction cost.

O & J Coatings, Inc. of Hurst, Texas, was the apparent low Bidder at \$509,000. The Bid included a Bid Bond for 10 percent and Addendum Nos. 1 and 2 were acknowledged. The Bid is deemed to be responsive.

Strand Associates, Inc.[®] has not had previous experience with O & J Coatings, Inc.

If you determine that O & J Coatings, Inc. is a responsible Bidder after your evaluation of their qualifications, we recommend proceeding with award of the Contract in accordance with Article 18 of the Instructions to Bidders.

Sincerely,

STRAND ASSOCIATES, INC.[®]

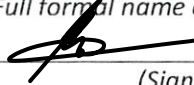

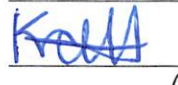
Thad G. Noel

Enclosure

Fluted Elevated Tank Rehabilitation																										
Contract 1-2024																										
City of Watertown																										
Solicitor: Strand Associates, Inc.																										
February 4, 2025 11 AM CST																										
				O&J Coatings Inc.		L and T Painting Inc.		V&T Painting LLC		Tankco Inc.		BRZ Coatings Inc.		LC United Painting		D And Six Sons Painting		Clearcreek Coatings, LTD		Viking Industrial Painting		Classic Protective Coatings Inc.		THI Coatings, Inc.		
Section Title	Line Item	Item Description	UoM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension		
Fluted Elevated Tank Rehabilitation																										
	1	Mobilization, Demobilization, and Site Restoration	LS	1	\$10,000.00	\$10,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$40,000.00	\$40,000.00	\$15,000.00	\$15,000.00	\$24,700.00	\$24,700.00	\$20,000.00	\$20,000.00	\$48,000.00	\$48,000.00
	2	Preconstruction Video	LS	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$500.00	\$500.00	\$1,400.00	\$1,400.00	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00
	3	Temporary Containment Shroud	LS	1	\$50,000.00	\$50,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$30,000.00	\$30,000.00	\$50,000.00	\$50,000.00	\$35,000.00	\$35,000.00	\$60,000.00	\$60,000.00	\$25,000.00	\$25,000.00	\$123,600.00	\$123,600.00	\$40,000.00	\$40,000.00	\$90,000.00	\$90,000.00
	4	Tank Exterior Surface Preparation and Coating	LS	1	\$180,000.00	\$180,000.00	\$227,900.00	\$227,900.00	\$258,000.00	\$258,000.00	\$224,000.00	\$224,000.00	\$280,000.00	\$280,000.00	\$315,000.00	\$315,000.00	\$300,000.00	\$300,000.00	\$341,000.00	\$341,000.00	\$225,800.00	\$225,800.00	\$376,800.00	\$376,800.00	\$476,000.00	\$476,000.00
	5	Tank Interior Wet Surface Preparation and Coating	LS	1	\$130,000.00	\$130,000.00	\$123,500.00	\$123,500.00	\$140,000.00	\$140,000.00	\$187,000.00	\$187,000.00	\$155,000.00	\$155,000.00	\$149,000.00	\$149,000.00	\$140,000.00	\$140,000.00	\$174,000.00	\$174,000.00	\$131,200.00	\$131,200.00	\$195,400.00	\$195,400.00	\$212,000.00	\$212,000.00
	6	Tank Interior Dry Base Plate Spot Surface Preparation and Recoating	LS	1	\$5,000.00	\$5,000.00	\$19,000.00	\$19,000.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$30,000.00	\$30,000.00	\$26,000.00	\$26,000.00	\$30,000.00	\$30,000.00	\$25,000.00	\$25,000.00	\$11,700.00	\$11,700.00	\$49,300.00	\$49,300.00	\$41,000.00	\$41,000.00
	7	Tank Valve Vault Piping Surface Preparation and Coating	LS	1	\$10,000.00	\$10,000.00	\$7,000.00	\$7,000.00	\$3,500.00	\$3,500.00	\$6,500.00	\$6,500.00	\$3,000.00	\$3,000.00	\$7,000.00	\$7,000.00	\$10,000.00	\$10,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$4,800.00	\$4,800.00	\$6,000.00	\$6,000.00
	8	Provide New Fallsafe Vent in Place of Existed Bolded on Vent. Remove and Dispose of Existing Vent	LS	1	\$8,000.00	\$8,000.00	\$9,650.00	\$9,650.00	\$5,990.00	\$5,990.00	\$8,500.00	\$8,500.00	\$8,000.00	\$8,000.00	\$6,500.00	\$6,500.00	\$6,000.00	\$6,000.00	\$7,500.00	\$7,500.00	\$6,700.00	\$6,700.00	\$7,000.00	\$7,000.00	\$9,000.00	\$9,000.00
	9	Remove Existing Tank Expansion Joints and Provide Bellows Style Expansion Joint in a Different Location	LS	2	\$5,000.00	\$10,000.00	\$8,700.00	\$17,400.00	\$6,000.00	\$12,000.00	\$9,000.00	\$18,000.00	\$7,000.00	\$14,000.00	\$9,000.00	\$18,000.00	\$15,000.00	\$30,000.00	\$14,500.00	\$29,000.00	\$23,350.00	\$46,700.00	\$10,000.00	\$20,000.00	\$22,000.00	\$44,000.00
	10	Provide Aluminum Cladding on Insulated Riser Pipe	LS	2	\$5,000.00	\$10,000.00	\$8,000.00	\$16,000.00	\$7,000.00	\$14,000.00	\$4,750.00	\$9,500.00	\$5,000.00	\$10,000.00	\$6,000.00	\$12,000.00	\$18,000.00	\$36,000.00	\$15,000.00	\$30,000.00	\$12,500.00	\$25,000.00	\$4,100.00	\$8,200.00	\$12,000.00	\$24,000.00
		Welding Repairs Such as Roof Hole Repairs, Interior Wet Ladder Replacement, Conduit Support Tabs, Roof Support Stands, Conduit Penetration Covering, Weir Box Repairs, Other Welding Repairs	LS	1	\$20,000.00	\$20,000.00	\$9,000.00	\$9,000.00	\$20,000.00	\$20,000.00	\$65,000.00	\$65,000.00	\$7,000.00	\$7,000.00	\$29,000.00	\$29,000.00	\$24,000.00	\$24,000.00	\$48,600.00	\$48,600.00	\$24,300.00	\$24,300.00	\$61,000.00	\$61,000.00	\$19,000.00	\$19,000.00
		Provide Cathodic Protection and All Electrical Work Required for a Complete Installation INCL Wiring and Connection to Existing Panels.	LS	1	\$30,000.00	\$30,000.00	\$38,000.00	\$38,000.00	\$30,000.00	\$30,000.00	\$42,000.00	\$42,000.00	\$35,000.00	\$35,000.00	\$34,000.00	\$34,000.00	\$32,000.00	\$32,000.00	\$25,000.00	\$25,000.00	\$40,000.00	\$40,000.00	\$28,000.00	\$28,000.00	\$38,000.00	\$38,000.00
	13	Tank Base Plate Grout Replacement	LS	1	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$3,500.00	\$3,500.00	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$3,100.00	\$3,100.00	\$3,900.00	\$3,900.00	\$5,200.00	\$5,200.00	\$3,000.00	\$3,000.00
	14	Miscellaneous Work and Other Minor Repairs Not Included in Other Bid Tabs	LS	1	\$30,000.00	\$30,000.00	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$57,000.00	\$57,000.00	\$22,500.00	\$22,500.00	\$5,000.00	\$5,000.00	\$15,700.00	\$15,700.00	\$91,700.00	\$91,700.00	\$9,700.00	\$9,700.00	\$72,000.00	\$72,000.00
	15	OWNER Contingency Allowance, Section 01 29 006-Contract Considerations	LS	1	\$10,000.00	\$10,000.00	\$2,000.00	\$2,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
Base Bid Total:					\$509,000.00		\$518,450.00		\$548,980.00		\$634,000.00		\$677,000.00		\$679,000.00		\$727,000.00		\$755,400.00		\$772,700.00		\$836,600.00		\$1,093,000.00	
Bid Alternative No. 1																										
	A-1	Deduct Bid Item No. 3: Temporary Containment Shroud Removing This Scope of Work From Bid	LS	-1	\$20,000.00	(\$20,000.00)	\$40,000.00	(\$40,000.00)	\$40,000.00	(\$40,000.00)	\$30,000.00	(\$30,000.00)	\$50,000.00	(\$50,000.00)	\$35,000.00	(\$35,000.00)	\$30,000.00	(\$30,000.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$40,000.00	(\$40,000.00)	\$60,000.00	(\$60,000.00)
	A-2	Perform Localized Collection at the Point of Cleaning (Section 09 67 16-"Steel Water Storage Tank Painting)	LS	1	\$10,000.00	\$10,000.00	\$6,000.00	\$6,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,000.00	\$35,000.00	\$50,000.00	\$50,000.00
Bid Alternative No. 1 Total:					(\$10,000.00)		(\$34,000.00)		(\$20,000.00)		(\$10,000.00)		(\$15,000.00)		\$0.00		(\$20,000.00)		\$0.00		\$0.00		(\$5,000.00)		(\$10,000.00)	

10% BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

Bidder Name: O & J Coatings, Inc. Address (<i>principal place of business</i>): 1720 Cynthia Lane Hurst, TX 76054	Surety Name: Merchants National Bonding, Inc. Address (<i>principal place of business</i>): P.O. Box 14498 Des Moines, IA 50306-3498
Owner Name: City of Watertown Address (<i>principal place of business</i>): 106 Jones Street P.O. Box 477 Watertown, WI 53094	Bid Project (<i>name and location</i>): Fluted Elevated Tank Rehabilitation Contract 1-2024 Bid Due Date: February 4, 2025
Bond Penal Sum: Ten Percent of the Greatest Amount Bid (\$ 10% G.A.B.) Date of Bond: February 4, 2025	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder <div style="text-align: center;">O & J Coatings, Inc.</div> <div style="text-align: center;"><i>(Full formal name of Bidder)</i></div>	Surety <div style="text-align: center;">Merchants National Bonding, Inc.</div> <div style="text-align: center;"><i>(Full formal name of Surety) (corporate seal)</i></div>
By: <u></u> <div style="text-align: center;"><i>(Signature)</i></div>	By: <u></u> <div style="text-align: center;"><i>(Signature) (Attach Power of Attorney)</i></div>
Name: <u>J ARTURO ANDRADE</u> <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: <u>Brady K Cox</u> <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: <u>PRESIDENT</u>	Title: <u>Attorney-in-Fact</u>
Attest: <u>Jose A.</u> <div style="text-align: center;"><i>(Signature)</i></div>	Attest: <u></u> <div style="text-align: center;"><i>(Signature)</i></div>
Name: <u>JOSE AMADOR ANDRADE</u> <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: <u>Katie Vanikiotis</u> <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: <u>VICE PRESIDENT</u>	Title: <u>Witness</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Section 4, Item C.

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Brady K Cox; Brent Baldwin; Brock Baldwin; Cynthia A Alford; John A Aboumrad; Keith Rogers; Kristi Dale; Michael B Hill; Neira Hernandez; Russ Frenzel; Samuel Freireich; Sylvia Thomas; William D Baldwin; Yamillec Ramos

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 9th day of January, 2025.



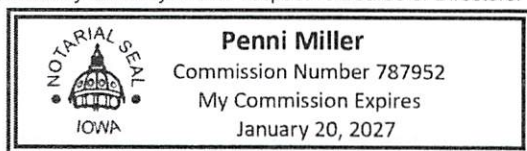
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 9th day of January, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

Penni Miller
Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 4th day of February, 2025.



Elisabeth Sandersfeld
Secretary

BIDDER: O&J COATINGS, INC.

BID FORMS

CITY OF WATERTOWN
WATERTOWN, WISCONSIN
FLUTED ELEVATED TANK REHABILITATION
CONTRACT 1-2024

Prepared by:

STRAND ASSOCIATES, INC.®
910 West Wingra Drive
Madison, WI 53715
www.strand.com

Issued for Bid
January 7, 2025



SECTION 00 41 00

BID

CITY OF WATERTOWN WATERTOWN, WISCONSIN FLUTED ELEVATED TANK REHABILITATION CONTRACT 1-2024

A. Table of Contents

- ARTICLE 1. BID RECIPIENT
- ARTICLE 2. BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA
- ARTICLE 3. BIDDER'S REPRESENTATIONS
- ARTICLE 4. BIDDER'S CERTIFICATIONS
- ARTICLE 5. BASIS OF BID
- ARTICLE 6. TIME OF COMPLETION
- ARTICLE 7. ATTACHMENTS TO THIS BID
- ARTICLE 8. DEFINED TERMS
- ARTICLE 9. COMMUNICATIONS
- ARTICLE 10. BID SUBMITTAL

ARTICLE 1–BID RECIPIENT

1.01 Bids to be received until 11 A.M., local time, February 4, 2025.

1.02 Online electronic Bidding through QuestCDN.com is the only way the Bid will be accepted. To access the electronic Bid Form, download the Project Documents and click the Online Bidding button.

1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2–BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

2.01 Bid Acceptance Period

A. This Bid will remain subject to acceptance for 85 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

2.02 Instructions to Bidders

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

2.03 In submitting this Bid, Bidder represents the following:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the addenda.

2.04 Bidder will sign and deliver the required number of counterparts of the Agreement with the bonds, insurance certificates, and other documents required by the Bidding Requirements within 15 days after the date of OWNER's Notice of Award.

ARTICLE 3—BIDDER'S REPRESENTATIONS

3.01 Bidder's Representations

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.

2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as CONTRACTOR; and (c) Bidder's (CONTRACTOR's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

9. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4–BIDDER'S CERTIFICATIONS

4.01 Bidder certifies the following:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

C. Bidder has not solicited or induced any individual or entity to refrain from Bidding.

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the Bidding process.

2. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the Bidding process to the detriment of OWNER, (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive OWNER of the benefits of free and open competition.

3. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of OWNER, a purpose of which is to establish Bid prices at artificial, non-competitive levels.

4. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the Bidding process or affect the execution of the Contract.

ARTICLE 5–BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

The following abbreviations may be used in this Bid:

CIP	-	Complete in Place	LS	-	Lump Sum
CY	-	Cubic Yard	LT	-	Left
DI	-	Ductile Iron	MBF	-	Thousand Board Feet
DIA	-	Diameter	MFOB	-	Thousand Freight-On-Board
EA	-	Each	MH	-	Manhole
EST	-	Estimate(d)	RCP	-	Reinforced Concrete Pipe
EXCL	-	Excluding	RT	-	Right
FT	-	Feet	SF	-	Square Foot
GAL	-	Gallon	STA	-	Station
HERCP	-	Horizontal Elliptical RCP	SY	-	Square Yard
HRS	-	Hours	T	-	Ton
IN	-	Inch	VLF	-	Vertical Linear Foot
INCL	-	Including	W/	-	With
LBS	-	Pounds	W/O	-	Without
LF	-	Linear Foot			

BIDDERS SHOULD NOT ADD ANY CONDITIONS OR QUALIFYING STATEMENTS TO THIS BID OR THE BID MAY BE DECLARED IRREGULAR AS NOT BEING RESPONSIVE TO THE INSTRUCTIONS TO BIDDERS.

BID

CITY OF WATERTOWN
WATERTOWN, WISCONSIN
FLUTED ELEVATED TANK REHABILITATION
CONTRACT 1-2024

Contract award will be made based on the Computed Total Base Bid plus any Alternatives selected. The price for all Base Bid items shall be included in the Computed Total Base Bid. Alternative Bids will be added to or deducted from the Computed Total Base Bid, if they are accepted, prior to Contract award being made.

OWNER reserves the right to accept or reject any Alternatives to the Computed Total Base Bid. Should OWNER wish to consider Alternatives listed, Bidder may be required to provide additional information as listed in Articles 7.05 and 7.06 of the General Conditions, prior to Notice of Award.

The following prices per item shall be for furnishing and installing the various items of material and work as specified and shown on the Drawings. Bidder agrees to perform the Work as shown on the Drawings and described in the Specifications for the following listed prices. Bidder acknowledges that unit prices have been computed in accordance with Paragraph 13.03 of the General Conditions. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

NOTE: A price must be bid for each item in the Bid, even though the estimated quantity is zero. Unbalanced or unreasonable unit prices may cause rejection of the Bid.

See Section 01 29 00–Contract Considerations for discussion of allowances to include in the Bid.

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
1.	Mobilization, Demobilization, and Site Restoration	1	LS	\$	\$
2.	Preconstruction Video	1	LS	\$	\$
3.	Temporary Containment Shroud	1	LS	\$	\$
4.	Tank Exterior Surface Preparation and Coating	1	LS	\$	\$
5.	Tank Interior Wet Surface Preparation and Coating	1	LS	\$	\$
6.	Tank Interior Dry Base Plate Spot Surface Preparation and Recoating	1	LS	\$	\$
7.	Tank Valve Vault Piping Surface Preparation and Coating	1	LS	\$	\$
8.	Provide New Failsafe Vent in Place of Existed Bolded on Vent. Remove and Dispose of Existing Vent	1	LS	\$	\$
9.	Remove Existing Tank Expansion Joints and Provide Bellows Style Expansion Joint in a Different Location	2	LS	\$	\$
10.	Provide Aluminum Cladding on Insulated Riser Pipe	2	LS	\$	\$

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
11.	Welding Repairs Such as Roof Hole Repairs, Interior Wet Ladder Replacement, Conduit Support Tabs, Roof Support Stands, Conduit Penetration Covering, Weir Box Repairs, and Any Other Necessary Welding Repairs	1	LS	\$	\$
12.	Provide Cathodic Protection and All Electrical Work Required for a Complete Installation INCL Wiring and Connection to Existing Panels.	1	LS	\$	\$
13.	Tank Base Plate Grout Replacement	1	LS	\$	\$
14.	Miscellaneous Work and Other Minor Repairs Not Included in Other Bid Tabs	1	LS	\$	\$
15.	OWNER Contingency Allowance Section 01 29 00—Contract Considerations	1	LS	\$10,000.00	\$10,000.00

COMPUTED TOTAL BASE BID CONTRACT 1-2024 (ITEMS 1 THROUGH 15)

_____ Dollars \$ _____
(Words) (Numbers)

BID ALTERNATIVE NO. 1

CITY OF WATERTOWN
WATERTOWN, WISCONSIN
FLUTED ELEVATED TANK REHABILITATION
CONTRACT 1-2024

Item No.	Description	Estimated Quantity	Unit		Bid Unit Price	Bid Price
1.	Deduct Bid Item No. 3: Temporary Containment Shroud Removing This Scope of Work From Bid	1	LS	DEDUCT	\$	\$
2.	Perform Localized Collection at the Point of Cleaning (Section 09 67 16--Steel Water Storage Tank Painting)	1	LS	ADD	\$	\$

COMPUTED TOTAL BID ALTERNATIVE NO. 1

_____ Dollars \$ _____
(Words) (Numbers)

ARTICLE 6–TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before September 30, 2025.

In addition to the required substantial and final completion times, there are milestones by which certain items of work must be completed. See General Requirements for milestone requirements.

Milestone 1 90 calendar days after taking the tank out of service.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7–ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security in the form of 10% Bid Bond
(Surety2000, Certified Check, Bank Money Order, or Bond)

B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license, if applicable, within the time for acceptance of Bids.

C. Where applicable, Bidder shall provide CONTRACTOR's License Number for the state of the Project, where noted at end of Bid or Bidder shall provide evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids.

ARTICLE 8–DEFINED TERMS

8.01 The terms used in this Bid with initial or all capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9–COMMUNICATIONS

9.01 Communications concerning this Bid shall be addressed to the address of Bidder indicated below:

Name: J ARTURO ANDRADE

Street: 1720 CYNTHIA LN

City, State, Zip Code: HURST TX 76054

Phone No.: 817-917-1040 Fax No.: N/A

E-mail address: OJCOATINGSINC@YAHOO.COM

ARTICLE 10–BID SUBMITTAL

Submitted on 2/3/2025

State Contractor License Number Covenant attached (if applicable).

If Bidder is:

An Individual

By: _____
(Individual's signature)

Name (typed or printed): _____

Doing business as: _____
Business address: _____

Phone No.: _____ Fax No.: _____

E-mail address: _____

A Partnership

Partnership Name: _____
By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____
Business address: _____

Phone No.: _____ Fax No.: _____

E-mail address: _____

A Corporation

Corporation Name: O&J COATINGS, INC.
State of Incorporation: TEXAS
Type (General Business, Professional, Service, Limited Liability): GENERAL BUSINESS
By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): J ARTURO ANDRADE

Title: PRESIDENT

Attest Jess A
(Signature of Corporate Secretary)

Business address: 1720 CYNTHIA LN, HURST TX 76054

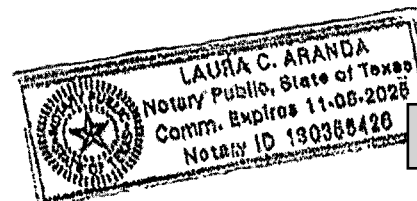
Phone No.: 817-917-1040 Fax No.: N/A

E-mail address: OJCOATINGSINC@YAHOO.COM

Date of Qualification to do business in (State where the Project is located) is COVENANT ATTACHED

Sworn and subscribed to before me this
3 day of FEBRUARY, 2025
Laura C Aranda

Notary Public or Other Officer
Authorized to Administer Oaths.
My Commission expires: 11-08-2026



A Limited Liability Company (Note: If member-managed, an authorized member must sign; if manager-managed, the authorized manager must sign. Attach evidence of authority to sign on behalf of LLC).

(Fill in complete name of LLC)

State of Formation: _____

By: _____
(Signature)

_____, [Member] [Manager]
(Print Name)

Business Address: _____

Telephone.: _____

Email: _____

Fax: _____

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Fax No.: _____

E-mail address: _____

Second Joint Venturer Name: _____

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Fax No.: _____

E-mail address: _____

Phone No., Fax No., and postal and E-mail address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Sworn and subscribed to before me this
 _____ day of _____, _____

Notary Public or Other Officer
 Authorized to Administer Oaths.
 My Commission expires: _____

END OF SECTION

Covenant by Bidder to Obtain a State Contractor's License

This Covenant ("Agreement") is entered into on this February 3rd, 2025, between O & J Coatings, Inc. hereinafter referred to as "Bidder," and The City Of Watertown Wisconsin, hereinafter referred to as the "Owner."

Whereas Bidder is engaged in bidding for contracts in the field of coatings and related services; and

Whereas the Owner requires all contractors bidding for its projects to possess a valid and current state contractor's license; and

Whereas Bidder acknowledges that possession of a state contractor's license is a prerequisite for engaging in business with the Owner.

Now, therefore, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **License Requirement:** Bidder agrees that it shall, within 60 days from the execution of this Agreement, obtain and maintain a valid and current state contractor's license as required by the laws of the state where the Owner operates.
2. **Compliance with Laws:** Bidder shall comply with all applicable laws, rules, regulations, and requirements related to obtaining and maintaining the state contractor's license, including but not limited to any examinations, fees, and continuing education requirements.
3. **Notification of License Status:** Bidder shall promptly notify the Owner in writing of any changes in its state contractor's license status, including but not limited to renewals, suspensions, or revocations.
4. **Indemnification:** Bidder agrees to indemnify and hold harmless the Owner from and against any claims, losses, damages, liabilities, costs, and expenses, including reasonable attorney fees, arising out of, or related to Bidder's failure to obtain or maintain a valid and current state contractor's license.
5. **Termination:** In the event Bidder fails to obtain or maintain a valid and current state contractor's license as required herein, the Owner may terminate any existing contracts or agreements with Bidder without liability.
6. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the state where the Owner operates.
7. **Entire Agreement:** This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior and

contemporaneous agreements and understandings, whether written or oral, relating to such subject matter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

O & J Coatings



Signature

J ARTURO ANDRADE

Printed Name of Authorized Representative

Date: 03/04/2024

COMPANY AGREEMENT
of
O&J Coatings Inc

This Company Agreement (the "Agreement") made and entered into this 3rd day of May, 2021 (the "Execution Date"),

AMONGST:

J Arturo Andrade of 1720 Cynthia Ln, Hurst, TX 76054
Jose A Andrade of 1720 Cynthia Ln, Hurst, TX 76054
Odorico Landaverde of 1720 Cynthia Ln, Hurst, TX 76054
Everardo Andrade of 720 Cynthia Ln, Hurts, TX 76054

BACKGROUND:

- A. The Members wish to associate themselves as Directors of a For-profit Corporation.
- B. The terms and conditions of this Agreement will govern the Directors within the For-profit Corporation.

IN CONSIDERATION OF and as a condition of the Directors entering into this Agreement and other valuable consideration, the receipt and sufficiency of which is acknowledged, the Directors agree as follows:

Formation

- 1. By this Agreement, the Directors form a For-profit Corporation (the "Company") in accordance with the laws of the State of Texas. The rights and obligations of the Directors will be as stated in the Texas For-profit Corporation Act (the "Act") except as otherwise provided in this agreement.

Name

- 2. The name of the Company will be J&O Coatings Inc.

Purpose

3. Coatings and paint Service.

Term

4. The Company will continue until terminated as provided in this Agreement or may dissolve under conditions provided in the Act.

Place of Business

5. The Principal Office of the Company will be located at 1720 Cynthia Lane, Hurst, TX 76024 or such other place as the Directors may from time to time designate.

Capital Contributions

6. The following is a list of all Directors and their Initial Contributions to the Company. Each of the Directors agree to make their Initial Contributions to the Company in full, according to the following terms:

Member	Contribution Description	Value of Contribution
J Arturo Andrade	President	\$10,000.00
Jose A Andrade Odorico Landaverde	Vice-President Secretary	\$10,000.00 \$10,000.00
Everardo Andrade	Treasurer	\$10,000.00

Allocation of Profits/Losses

7. Subject to the other provisions of this Agreement, the Net Profits or Losses of the Company, for both accounting and tax purposes, will be allocated between the Members in the following manner:

Additional Contributions

13. Capital Contributions may be amended from time to time, according to the business needs of the Company. However if additional capital is determined to be required and an individual Director is unwilling or unable to meet the additional contribution requirement within a reasonable period, the remaining Directors may contribute in proportion to their existing Capital Contributions to resolve the amount in default. In such case, the allocation of Net Profits or Losses and the distribution of assets on dissociation or dissolution will be adjusted accordingly.
14. Any advance of money to the Company by any Director in excess of the amounts provided for in this Agreement or subsequently agreed to, will be deemed a debt due from the Company rather than an increase in the Capital Contribution of the Director. This liability will be repaid with interest at such rates and times to be determined by a majority of the Directors. This liability will not entitle the lending Director to any increased share of the Company's profits nor to a greater voting power. Repayment of such debts will have priority over any other payments to Directors.

Capital Accounts

15. An individual capital account will be maintained for each Director and their initial Capital Contribution will be credited to this account. Any Additional Contributions made by any Director will be credited to that Director's individual Capital Account.

Interest on Capital

16. No borrowing charge or loan interest will be due or payable to any Director on their agreed Capital Contribution inclusive of any agreed Additional Contributions.

Management

17. Management of this Company is vested in the President.

Authority to Bind Company

18. Only the following individual have authority to act for or bind the Company in contract:

- J Arturo Andrade

Duty of Loyalty

19. Any Director may invest in or engage in any business of any type, including without limitation, a business that is similar to the business of the Company whether or not in direct competition with the Company and whether or not within the established or contemplated market regions of the

Director	Profit/Loss Percentage
J Arturo Andrade	25.00%
Jose A Andrade	25.00%
Odorico Landaverde	25.00%
Everardo Andrade	25.00%
Total	100.00%

8. Distributions to Directors will be made in the same fixed proportions as the allocation of Net Profits or Losses described above.
9. No Director will have priority over any other Director for the distribution of Net Profits or Losses.

Nature of Interest

10. A Director's interest in the Company will be considered personal property, and will at no time be considered real property.

Withdrawal of Contribution

11. No Director will withdraw any portion of their Capital Contribution without the unanimous consent of the other Directors.

Liability for Contribution

12. A Director's obligation to make their required Capital Contribution can only be compromised or released with the consent of all remaining Directors or as described elsewhere in this Agreement. If a Director does not make the Capital Contribution when it is due, he is obligated at the option of any remaining Directors to contribute cash equal to the agreed value of the Capital Contribution. This option is in addition to and not in lieu of any others rights, including the right to specific performance that the Company may have against the Director.

Company. Neither the Company nor any Director will have any right to that opportunity or any income derived from that opportunity.

Duty to Devote Time

20. Each Director will devote such time and attention to the business of the Company as the majority of the Directors will from time to time reasonably determine for the conduct of the Company business.

Director Meetings

21. A meeting may be called by any Director providing that reasonable notice has been provided to the other Director.
22. Director meetings will be held at any location that the Directors may from time to time designate.
23. Regular Director meetings will be held only as required.

Voting

24. Each Director will be entitled to cast votes on any matter based upon the proportion of that Director's Capital Contributions in the Company.

Admission of New Directors

25. No new Director may be admitted into the Company.

Voluntary Withdrawal of a Director

26. Where the Company consists of two or more Directors, the voluntary withdrawal of a Director will have no effect upon the continuance of the Company.
27. It remains incumbent on the withdrawing Director to exercise this dissociation in good faith and to minimize any present or future harm done to the remaining Directors as a result of the withdrawal.

Involuntary Withdrawal of a Director

28. Events leading to the involuntary withdrawal of a Director from the Company will include but not be limited to: death of a Director; Director mental incapacity; Director disability preventing reasonable participation in the Company; Director incompetence; breach of fiduciary duties by a Director; criminal conviction of a Director; Operation of Law against a Director or a legal

judgment against a Director that can reasonably be expected to bring the business or societal reputation of the Company into disrepute. Expulsion of a Director can also occur on application by the Company or another Director, where it has been judicially determined that the Director: has engaged in wrongful conduct that adversely and materially affected the Company's business; has willfully or persistently committed a material breach of the Company Agreement or of a duty owed to the Company or to the other Director; or has engaged in conduct relating to the Company's business that makes it not reasonably practicable to carry on the business with the Director.

29. Where the Company consists of two or more Directors, the involuntary withdrawal of a Director will have no effect upon the continuance of the Company.

Dissociation of a Director

30. In the event of either a voluntary or involuntary withdrawal of a Director, if the remaining Director elect to purchase the interest of the withdrawing Director, the remaining Directors will serve written notice of such election, including the purchase price and method and schedule of payment for the withdrawing Director's interest, upon the withdrawing Director, their executor, administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring knowledge of the change in circumstance to the affected Director. The purchase amount of any buyout of a Director's interest will be determined as set out in the Valuation of Interest section of this Agreement.
31. The remaining Directors retain the right to seek damages from a dissociated Director where the dissociation resulted from a malicious or criminal act by the dissociated Director or where the dissociated Director had breached their fiduciary duty to the Company or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Company or to the reputation of the Company.
32. A dissociated Director will only have liability for Company obligations that were incurred during their time as a Director. On dissociation of a Director, the Company will prepare, file, serve, and publish all notices required by law to protect the dissociated Director from liability for future Company obligations.
33. Where the remaining Directors have purchased the interest of a dissociated Director, the purchase amount will be paid in full, but without interest, within 90 days of the date of withdrawal. The Company will retain exclusive rights to use of the trade name and firm name and all related brand

and model names of the Company.

Right of First Purchase

34. In the event that a Director's Interest in the Company is or will be sold, due to any reason, the remaining Directors will have a right of first purchase of that Director's Interest. The value of that interest in the Company will be the lower of the value set out in the Valuation of Interest section of this Agreement and any third party offer that the Director wishes to accept.

Assignment of Interest

35. In the event that a Director's interest in the company is transferred or assigned as the result of a court order or Operation of Law, the trustee in bankruptcy or other person acquiring that Director's interest in the Company will only acquire that Director's economic rights and interests and will not acquire any other rights of that Director or be admitted as a Director of the Company or have the right to exercise any management or voting interests.

Valuation of Interest

36. A Director's financial interest in the Company will be in proportion to their Capital Contributions, inclusive of any Additional Capital Contributions.
37. In the absence of a written agreement setting a value, the value of the Company will be based on the fair market value appraisal of all Company assets (less liabilities) determined in accordance with generally accepted accounting principles (GAAP). This appraisal will be conducted by an independent accounting firm agreed to by all Directors. An appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Directors. The intent of this section is to ensure the survival of the Company despite the withdrawal of any individual Director.
38. No allowance will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Company books immediately prior to valuation.

Dissolution

39. The Company may be dissolved by a unanimous vote of the Directors. The Company will also be dissolved on the occurrence of events specified in the Act.
40. Upon Dissolution of the Company and liquidation of Company property, and after payment of all selling costs and expenses, the liquidator will distribute the Company assets to the following

groups according to the following order of priority:

- a. in satisfaction of liabilities to creditors except Company obligations to current Directors;
- b. in satisfaction of Company debt obligations to current Directors; and then
- c. to the Directors based on Director financial interest, as set out in the Valuation of Interest section of this Agreement.

Records

- 41. The Company will at all times maintain accurate records of the following:
 - a. Information regarding the status of the business and the financial condition of the Company;
 - b. A copy of the Company federal, state, and local income taxes for each year;
 - c. Name and last known business, residential, or mailing address of each Director, as well as the date that person became a Director;
 - d. A copy of this Agreement and any articles or certificate of formation, as well as all amendments, together with any executed copies of any written powers of attorney pursuant to which this Agreement, articles or certificate, and any amendments have been executed; and
 - e. The cash, property, and services contributed to the Company by each Director, along with a description and value, and any contributions that have been agreed to be made in the future.
- 42. Each Director has the right to demand, within a reasonable period of time, a copy of any of the above documents for any purpose reasonably related to their interest as a Director of the Company, at their expense.

Books of Account

43. Accurate and complete books of account of the transactions of the Company will be kept in accordance with generally accepted accounting principles (GAAP) and at all reasonable times will be available and open to inspection and examination by any Director. The books and records of the Company will reflect all the Company's transactions and will be appropriate and adequate for the business conducted by the Company.

Banking and Company Funds

44. The funds of the Company will be placed in such investments and banking accounts as will be designated by the Directors. All withdrawals from these accounts will be made by the duly authorized agent or agents of the Company as appointed by unanimous consent of the Directors. Company funds will be held in the name of the Company and will not be commingled with those of any other person or entity.

Audit

45. Any Director will have the right to request an audit of the Company books. The cost of the audit will be borne by the Company. The audit will be performed by an accounting firm acceptable to all the Members. Where the Company consists of two or more Directors, not more than one (1) audit will be required by any or all of the Directors for any fiscal year.

Tax Treatment

46. This Company is intended to be treated as a corporation for the purposes of Federal and State Income Tax.

Annual Report

47. As soon as practicable after the close of each fiscal year, the Company will furnish to each Director an annual report showing a full and complete account of the condition of the Company including all information as will be necessary for the preparation of each Director's income or other tax returns. This report will consist of at least:
- a. A copy of the Company's federal income tax returns for that fiscal year.

Goodwill

48. The goodwill of the Company will be assessed at an amount to be determined by appraisal using generally accepted accounting principles (GAAP).

Governing Law

49. The Directors submit to the jurisdiction of the courts of the State of Texas for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

Forbidden Acts

50. No Director may do any act in contravention of this Agreement.
51. No Director may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Director of the Company.
52. No Director may do any act that would make it impossible to carry on the ordinary business of the Company.
53. No Director will have the right or authority to bind or obligate the Company to any extent with regard to any matter outside the intended purpose of the Company.
54. No Director may confess a judgment against the Company.
55. Any violation of the above forbidden acts will be deemed an Involuntary Withdrawal of the offending Director and may be treated accordingly by the remaining Directors.

Indemnification

56. All Directors will be indemnified and held harmless by the Company from and against any and all claims of any nature, whatsoever, arising out of a Director's participation in Company affairs. A Director will not be entitled to indemnification under this section for liability arising out of gross negligence or willful misconduct of the Director or the breach by the Director of any provisions of this Agreement.

Liability

57. A Director or any employee will not be liable to the Company or to any other Director for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred or implied by this Agreement or the Company. The Director or employee will be liable only for any and all acts and omissions involving intentional wrongdoing.

Liability Insurance

58. The Company may acquire insurance on behalf of any Director, employee, agent or other person engaged in the business interest of the Company against any liability asserted against them or incurred by them while acting in good faith on behalf of the Company.

Life Insurance

59. The Company will have the right to acquire life insurance on the lives of any or all of the Directors, whenever it is deemed necessary by the Company. Each Director will cooperate fully with the Company in obtaining any such policies of life insurance.

Actions Requiring Unanimous Consent

60. Actions requiring the unanimous consent of all Directors will include, but not be limited to, the following:
- a. Sell, merge, consolidate, exchange or otherwise dispose of all or substantially all of the Property of the Company;
 - b. Sell, loan or otherwise endanger the ownership or possession of any Company property;
 - c. Release any Company claim or debt except for payment in full; and
 - d. Alter the rights, duties or obligations of any class or series of Directors.

Amendment of Operating Agreement

61. No amendment or modification of this Agreement will be valid or effective unless in writing and signed by all Directors.

Title to Company Property

62. Title to all Company property will remain in the name of the Company. No Director or group of Directors will have any ownership interest in Company property in whole or in part.

Miscellaneous

63. Time is of the essence in this Agreement.
64. This Agreement may be executed in counterparts.

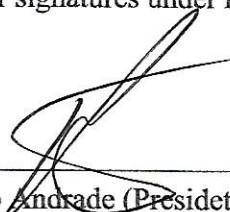
65. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in a neutral gender include the masculine gender and the feminine gender and vice versa.
66. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
67. This Agreement contains the entire agreement between the parties. All negotiations and understandings have been included in this Agreement. Statements or representations that may have been made by any party to this Agreement in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements have no force or effect in respect to this Agreement. Only the written terms of this Agreement will bind the parties.
68. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Director's successors, assigns, executors, administrators, beneficiaries, and representatives.
69. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the addresses contained in this Agreement or as the parties may later designate in writing.
70. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.


Definitions


71. For the purpose of this Agreement, the following terms are defined as follows:
- a. "Additional Contribution" means Capital Contributions, other than Initial Contributions, made by a Director to the Company.

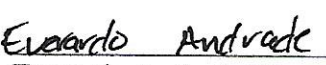
- b. "Capital Contribution" means the total amount of cash, property, or services contributed to the Company by any one Director.
- c. "Initial Contribution" means Capital Contributions made by a Director to acquire an interest in the Company.
- d. "Director's Interests" means the Director's collective rights, including but not limited to, the Director's right to share in profits, Director's right to a share of Company assets on dissolution of the Company, Director's voting rights, and Director's rights to participate in the management of the Company.
- e. "Net Profits or Losses" means the net profits or losses of the Company as determined by generally accepted accounting principles (GAAP).
- f. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.
- g. "Principal Office" means the office whether inside or outside the State of Texas where the executive or management of the Company maintain their primary office.

IN WITNESS WHEREOF the Directors have duly affixed their signatures under hand and seal on this 3rd day of May, 2021.



J Arturo Andrade (President)

Jose A Andrade (Vice-President)

Odorico Landaverde (Secretary)

Everardo Andrade (Treasurer)

RESOLUTION TO AWARD WEST STREET WATER TOWER REHABILITATION PROJECT TO O & J COATINGS, INC.

**SPONSOR: ALDERPERSON BOARD
FROM: PUBLIC WORKS COMMISSION**

WHEREAS, the following sealed bids were received and opened on February 04, 2025, at 11:00 am for the West Street Water Tower rehabilitation project, and

Vendor	Base Price	Alternate A-1	Alternate A-2	Base Bid + A-2 total
# 1	\$509,000	-\$20,000	\$10,000	\$519,000
# 2	\$518,450	-\$40,000	\$6,000	\$524,450
# 3	\$548,990	-\$40,000	\$20,000	\$568,990
# 4	\$634,000	-\$30,000	\$20,000	\$654,000
# 5	\$677,000	-\$50,000	\$35,000	\$712,000
# 6	\$679,000	-\$35,000	\$35,000	\$714,000
# 7	\$727,000	-\$30,000	\$10,000	\$737,000
# 8	\$755,400	0	0	\$755,400
# 9	\$772,700	0	0	\$772,000
# 10	\$836,600	-\$40,000	\$35,000	\$871,600
# 11	\$1,093,000	-\$60,000	\$50,000	\$1,143,000

WHEREAS, staff reviewed the bids, and shared their findings with the Public Works Commission. The Public Works Commission made the decision to move forward with the low bid received from O & J Coatings Inc., for a base bid of \$509,000.

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 award the contract base bid to O & J coatings, Inc, of Hurst, Texas for \$509,000.00, from the Water Fund Account 03-99-99-99.

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

ADOPTED February 17, 2025

CITY CLERK

APPROVED February 17, 2025

MAYOR



Water Systems

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

To: Chairman Board and members of the Public Works Commission
From: Peter Hartz – Water Systems Manager

February 5, 2025

Re: February 11, 2025, Public Works Commission agenda items

Water Systems:

Review and take possible action Enter into a 2- year agreement with Hydro-Corp Inc., for the industrial and commercial cross-connection control program inspections for \$33,371.14.

Background:

Since 2015, Watertown Water Department has hired Hydrocorp as our inspection group for our required program as identified in Wisconsin Administrative Code NR 810.15. A Cross Connection Control Program requires establishments to be inspected based on the level of hazard related to the public water supply contamination at their own cost.

The Watertown Water Department conducts this service at our expense, saving our customers money as it's mutually beneficial since it's our system we wish to have in compliance. This service is not a continuous guarantee and is dependent on available funds. Not all public water systems have a program such as ours in good standing. We wish to continue with Hydrocorp, they have scheduled 214 industrial and commercial customer inspections which include an additional 36 inspections based on repeat visits and final compliance visits for a total of 240 inspections that are part of the 2-year program. These are complicated inspections that involve a complete understanding of the Wisconsin State Plumbing Code in addition to drinking water systems.

Budget / Operational goal: Aligns with maintaining a safe and healthy community.

Fiscal impact – funds are in the approved 2025 budget (\$16,358) to support this request. The 2026 budget request will include funding for the 2nd year of inspections (\$17,012.74).

Recommendation: I recommend the approval of the two-year contract.

Sincerely,
Peter Hartz

Water Systems Manager

Renewal Service Agreement

DEVELOPED FOR

Peter Hartz

Watertown, City of

800 Hoffman Drive

Watertown, WI, 53094

1/13/2025

KEEPING DRINKING WATER SAFE FOR INDUSTRIES AND MUNICIPALITIES

For over 30 years, HydroCorp™ has been dedicated to safe drinking water for companies and communities across North America. Fortune 500 firms, metropolitan centers, utilities, small towns and businesses – all rely on HydroCorp to protect their water systems, averting backflow contamination and the acute health risks and financial liabilities it incurs.

HYDROCORP™

THE SAFE WATER AUTHORITY™

CROSS-CONNECTION
CONTROL / BACKFLOW
PREVENTION

WATER SYSTEM
SURVEYS / AUDITS

PIPE SYSTEM MAPPING
AND LABELING

WATER SAMPLING
AND ANALYSIS / RISK
ASSESSMENTS

PROGRAM
AND PROJECT
MANAGEMENT

COMPLIANCE
ASSISTANCE /
DOCUMENTATION



MICHIGAN CORPORATE OFFICE
5700 Crooks Road, Suite 100
Troy, MI 48098
800.690.6651 TOLL FREE
248.250.5000 PHONE
248.786.1788 FAX GENERAL
info@hydrocorpinc.com EMAIL

SCOPE OF WORK3-4

PROFESSIONAL SERVICE AGREEMENT.....5-9

APPENDIX - QUALIFICATIONS 10

HydroCorp™ will provide the following services to the Watertown, City of. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the Watertown, City of with the necessary data and information to maintain compliance with the Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater Cross Connection Control Regulations. Once this project has been approved and accepted by the Watertown, City of and HydroCorp, you may expect completion of the following elements within an 24 month period. The components of the project include:

1.1. Program Review and Program Start-up Meeting. Company will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
 - Inspection Notice
 - Compliance Notice
 - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility.
- Prioritize Inspections (Utility owned buildings, schools, high hazard facilities, special circumstances.)
- Review/establish procedure for vacant facilities.
- Establish facility inspection schedule.
- Review/establish procedures and protocols for addressing specific hazards.
- Review/establish high-hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools.
- Review/establish educational and public awareness brochures.

1.2. Inspections. Company will perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with the Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater Cross Connection Control Rules.

1.3. Inspection Schedule. Company shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Client Contract Manager. The initial check-in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.

1.4. Program Data. Company will generate and document the required program data for the Facility Types listed in the Services using the Company's Software Data Management Program. Program Data shall remain property of Client; however, Company's Software Data Management program shall remain the property of Company and can be purchased for an additional fee. Services include:

- (a) Prioritize and schedule inspections
- (b) Notify users of inspections, backflow device installation and testing requirements, if applicable
- (c) Monitor inspection compliance using Company's online software management program
- (d) Maintain the program to comply with all Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater regulations

1.5. Management Reports. Company will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to Client.

1.6. Review of Cross-Connection Control Ordinance. Company will review or assist in the development of a cross-connection control ordinance.

1.7. Public Relations Program. Company will assist Client with a community-wide public relations program, including general awareness brochures and website cross-connection control program content. The utility/city will provide HydroCorp with an electronic copy

of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only (300 dpi or other high-quality image format)

1.8. Support. Company will provide ongoing support via phone, fax, text, website, or email for the Term.

1.9. Facility Types. The facility types included in the program are as follows: industrial; institutional; commercial; miscellaneous water users; and multifamily. Large industrial and high-hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. Company typically allows a maximum of up to three (3) hours of inspection time per facility. An independent cross-connection control survey (at the business owner’s expense) may be required at these larger/complex facilities, and the results submitted to Client to help verify program compliance.

1.10. Inspection Terms. Company will perform a maximum of 240.00 inspections over the Renewal Term. The total inspections include all initial inspections, compliance, and re-inspections. Additional Inspections above the contract terms will be billed separately at a rate of \$139.05. Company Personnel will not enter confined spaces. *Vacant facilities that have been provided to Company, scheduled no show, or refusal of inspection will count as an inspection/site visit for purposes of the contract.*

1.11. Compliance with Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater . Company will assist in compliance with Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater cross-connection control program requirements for all commercial, industrial, institutional, residential, multifamily, and public authority facilities.

1.12. Policy Manual. Company will review and/or develop a comprehensive cross-connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of Client.

1.13. Inventory. Company shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model, and serial number (if applicable).

1.14. Data Management. Company shall provide data management and program notices for all inspection services throughout the Term.

1.15. Annual Year-End Review. Company will conduct an on-site annual or year-end review meeting to discuss the overall program status and specific program recommendations.

1.16.

The above services will be provided for:

Year	Monthly Amount	Annual Amount
1	\$1,363.20	\$16,358.40
2	\$1,417.73	\$17,012.74
Contract Total	\$33,371.14	

Contract Amount is based upon a 24 Months and shall renew in 12-month increments after unless written cancellation by either party received at least 60 days prior to next renewal. HydroCorp will invoice in Monthly Amounts. Pricing is valid for 90 days from the date of the proposal.

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date of 6/1/2025.

Watertown, City of

HydroCorp



By:
Title:

By: Paul M. Patterson
Its: Senior Vice President

HYDROCORP, LLC
TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

1. Applicability. These terms and conditions (these “**Terms**”) are the only terms which govern the provision of the professional services (“**Services**”) by HydroCorp, LLC, a Michigan limited liability company (“**Company**”) to the customer named on the attached statement of work, order form, proposal, or purchase order (“**Client**”, and together with Company the “**Parties**” and each individually a “**Party**”). The attached statement of work, order form, proposal, or purchase order (the “**Proposal**”) and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. The Proposal is limited to and conditional upon Client’s acceptance of these Terms exclusively. Any additional or different terms proposed by Client, whether in the Proposal or otherwise, are unacceptable to Company, are expressly rejected by Company, and will not become a part of the Proposal.
2. Performance of Services; Company Obligations. Company shall provide to Client the Services described and in accordance with the terms and conditions set forth in this Agreement. Additional Services may be added only by executing a new Proposal. Company shall provide Client with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only.
3. Client Obligations. Client shall: (a) designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the “**Client Contract Manager**”), with such designation to remain in force unless and until a successor Client Contract Manager is appointed; (b) require that the Client Contract Manager respond promptly to any reasonable requests from Company for instructions, information, or approvals required by Company to provide the Services; (c) cooperate with Company in its performance of the Services and provide access to

- Client’s premises, employees, contractors, and equipment as required to enable Company to provide the Services; (d) take all steps necessary, including obtaining any required licenses or consents, to prevent Client-caused delays in Company’s provision of the Services; (e) comply with all responsibilities listed on the Proposal in connection with Company’s provision of the Services.
4. Fees and Expenses. In consideration of the provision of the Services by Company and the rights granted to Client under this Agreement, Client shall pay the fees set out in the applicable Proposal. Payment to Company of such fees and the reimbursement of expenses pursuant to this Section 4 shall constitute payment in full for the performance of the Services. Unless otherwise provided in the applicable Proposal, all payments shall be due and payable within thirty (30) days of the date set forth on an invoice. Client shall reimburse Company for all reasonable expenses incurred in accordance with the Proposal if such expenses have been pre-approved, in writing by the Client Contract Manager, within thirty (30) days of receipt by Client of an invoice from Company accompanied by receipts and reasonable supporting documentation. Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder; and to the extent Company is required to pay any such sales, use, excise, or other taxes or other duties or charges, Client shall reimburse Company in connection with its payment of fees and expenses as set forth in this Section 4. Notwithstanding the previous sentence, in no event shall Client pay or be responsible for any taxes imposed on, or regarding, Company’s income, revenues, gross receipts, personnel, or real or personal property or other assets.
5. Intellectual Property; Ownership.
(a) Except as set forth in Section 5(c), Client is, and shall be, the sole and exclusive owner of all right, title, and interest in and to the Deliverables (as defined herein) upon full payment of any

fees owed to Company, including all Intellectual Property Rights (as defined herein) therein. Company agrees, and will cause its employees or contractors (the “**Company Representatives**”) to agree, that with respect to any Deliverables that may qualify as “work made for hire” as defined in 17 U.S.C. § 101, such Deliverables are hereby deemed a “work made for hire” for Client. To the extent that any of the Deliverables do not constitute a “work made for hire”, Company hereby irrevocably assigns, and shall cause the Company Representatives to irrevocably assign to Client, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. Company shall cause the Company Representatives to irrevocably waive, to the extent permitted by applicable law, any and all claims such Company Representatives may now or hereafter have in any jurisdiction to so-called “moral rights” or rights of *droit moral* with respect to the Deliverables. As used herein: (a) “**Deliverables**” mean all documents, work product, and other materials that are delivered to Client hereunder or prepared by or on behalf of Company in the course of performing the Services; and (b) “**Intellectual Property Rights**” means all (i) patents, patent disclosures, and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works (including computer programs), and rights in data and databases, (iv) trade secrets, know-how, and other confidential information, and (v) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

(b) Upon Client’s reasonable request, Company shall, and shall cause the Company Representatives to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Client to prosecute, register, perfect, or record its rights in or to any Deliverables.

(c) Company and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to the Pre-Existing Materials (as defined herein), including all Intellectual Property Rights therein. Company hereby grants Client a limited, irrevocable, perpetual, fully paid-up, royalty-free, non-transferable, non-sublicenseable, worldwide license to use, perform, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell, and otherwise exploit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables solely to the extent reasonably required in connection with Client’s receipt or use of the Services and Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Company. As used herein, “**Pre-Existing Materials**” means all documents, data, know-how, methodologies, software, and other materials, including computer programs, reports, and specifications, provided by or used by Company in connection with performing the Services, in each case developed or acquired by Company prior to the commencement or independently of this Agreement.

(d) Client and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to the Client Materials (as defined herein), including all Intellectual Property Rights therein. Company shall have no right or license to use any Client Materials except solely during the Term to the extent necessary to provide the Services to Client. All other rights in and to the Client

Materials are expressly reserved by Client. As used herein, “**Materials**” means any documents, data, know-how, methodologies, software, and other materials provided to Company by Client.

6. Access to Company’s Software Data Management Program; Management Reports.

(a) Subject to the terms and conditions in this Section 6, Client may, at Client’s option, elect to access and use Company’s Software Data Management Program (the “**Software**”) during the Term. Company will generate and document the required program data for the facility types listed in the Proposal using the Software. Any Client Materials inserted into the Software by or on behalf of Client, or any Deliverables produced as a result of the Software, shall remain property of Client; however, the Software shall remain the property of HydroCorp.

(b) Client agrees to not (i) copy, modify, or create derivative works of the Software, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software; (iii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive the source code of the Software, in whole or in part; (iv) remove any proprietary notices from the Software; or (v) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rights of Company.

(c) Client acknowledges that, as between Client and Company, Company owns all right, title and interest, including all intellectual property rights in and to the Software and any derivative works thereof, including all changes, modification, improvements, updates, version, and new releases or any information or data generated by the Software.

(d) Company warrants as of the date of the Proposal, the Software is in functioning condition and is not delivered with viruses or malicious code. EXCEPT FOR THE WARRANTY SET FORTH ABOVE, THE SOFTWARE IS PROVIDED “AS IS” AND COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY MAKES NO WARRANTY (i) THAT CLIENT’S USE OF THE SOFTWARE WILL MEET CLIENT’S REQUIREMENTS, BE ACCURATE, OR BE ERROR FREE, (ii) THAT THE SOFTWARE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (iii) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; (iv) THAT CLIENT MAY RELY ON THE SOFTWARE FOR COMPLIANCE WITH ANY STATUTORY OR REGULATORY REQUIREMENTS AND/OR REPORTING OBLIGATIONS; OR (v) THAT THE SOFTWARE WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION.

(e) Comprehensive management reports in electronic, downloadable format on a, as applicable to Client, monthly, quarterly, and/or annual basis shall be available for access by Client. Reports to include the following information: (i) name, location, and date of inspections; (ii) number of facilities inspected/surveyed; and (iii) number of facilities compliant/non-compliant.

7. Confidentiality. From time to time during the Term, either Party (as the “**Disclosing Party**”) may disclose or make available to the other Party (as the “**Receiving Party**”), non-public, proprietary, and confidential information of Disclosing Party, whether disclosed in writing or orally, and whether or not labeled as “confidential” (“**Confidential Information**”); provided, however, that Confidential

Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 6; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source that was not legally or contractually restricted from disclosing such information; (c) the Receiving Party establishes by documentary evidence, was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) the Receiving Party establishes by documentary evidence, was or is independently developed by Receiving Party or its personnel without using any of the Disclosing Party's Confidential Information. The Receiving Party shall: (i) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Representatives (as hereinafter defined) who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide: (A) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (B) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the Receiving Party remains required by applicable law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment. As used herein, "**Representatives**" mean a Party's affiliates and each of their respective employees, agents, contractors, subcontractors, officers, directors, partners, shareholders, attorneys, third-party advisors, successors and permitted assigns.

8. Indemnification. Client shall defend, indemnify, and hold harmless Company and its affiliates and its and their respective members, managers, officers, directors, employees, agents, successors, and permitted assigns from and against all Losses (as defined herein) arising out of or resulting from any third-party claim arising out of or resulting from: (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of Client; or (b) Client's breach of any representation, warranty, or obligation of Client in this Agreement. As used herein, "**Losses**" mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

9. Representations and Warranties. Each Party represents and warrants to the other Party that: (a) if an entity, it is duly organized, validly existing and in good standing as a corporation or other entity

as represented herein under the laws and jurisdiction of incorporation, organization, or chartering, or, if a municipal agency, it has the authority under the laws of its state of jurisdiction; (b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and (d) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

10. Limited Warranty.

(a) Company warrants that it shall perform the Services: (i) in accordance with the terms and subject to the conditions set out in the respective Proposal and this Agreement; (ii) using personnel of industry standard skill, experience, and qualifications; and (iii) in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

(b) Company's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty shall be as follows:

i. Company shall use commercially reasonable efforts to promptly cure any such breach; provided, that if Company cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client's written notice of such breach, Client may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 12.

ii. In the event the Agreement is terminated pursuant to Section 10(b)(i) above, Company shall within thirty (30) days after the effective date of termination, refund to Client any fees paid by Client as of the date of termination for the Service or Deliverables, less a deduction equal to the fees for receipt or use of such Deliverables or Service up to and including the date of termination on a pro-rated basis.

iii. The foregoing remedy shall not be available unless Client provides written notice of such breach within thirty (30) days after delivery of such Service or Deliverable to Client.

iv. COMPANY MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 10(a) ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

11. Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO COMPANY PURSUANT TO THE APPLICABLE PROPOSAL GIVING RISE TO THE CLAIM.

12. **Term and Termination.** This Agreement shall commence on the Effective Date and shall continue thereafter until terminated by either Party as set forth herein (the "**Term**"). Upon commencement of each Proposal, Client acknowledges and agrees that the fees owed by Client to Company shall be subject to an annual increase equal to the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted, 1982–1984=100 reference base, as of such annual fee increase date, or 4%, whichever is greater. Either party may terminate this Agreement, effective upon written notice to the other party (the "**Defaulting Party**"), if the Defaulting Party: (a) breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; (b) becomes insolvent or admits its inability to pay its debts generally as they become due; (c) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (d) is dissolved or liquidated or takes any corporate action for such purpose; (e) makes a general assignment for the benefit of creditors; or (f) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. Termination of this Agreement will not terminate any outstanding Proposal, and the applicable Proposal shall continue in full force and effect until completion.

13. **Insurance.**

(a) During the term of this Agreement, Client shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, commercial general liability on an all-risk basis and including extended coverage for matters set forth in this Agreement with financially sound and reputable insurers. Upon Company's request, Client shall provide Company with a certificate of insurance from Client's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Company as an additional insured. Client shall provide Company with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy. Except where prohibited by law, Client shall require its insurer to waive all rights of subrogation against Company's insurers and Company.

(b) During the term of this Agreement, Company shall, at its own expense, maintain and carry the following types of insurance: (i) Comprehensive General Liability with limits no less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; (ii) Excess Umbrella Liability with limits no less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate; (iii) Automobile Liability with limits no less than one million dollars (\$1,000,000), combined single limit; (iv) Worker's Compensation with limits no less than one million dollars (\$1,000,000) per occurrence; and (v) Errors and Omissions Liability with limits no less than two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. Upon Client's request, Company shall provide Client with a certificate of insurance from Company's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance for the Comprehensive General Liability policy shall name Client as an additional insured. Company shall provide Client with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy.

14. **Entire Agreement.** This Agreement, including any related Proposals, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

15. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**") must be in writing and addressed to the other Party at its address set forth on the Proposal (or to such other address that the receiving Party may designate from time to time in accordance with this Section 15). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 15.

16. **Severability.** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

17. **Waiver.** No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18. **Assignment; Successors and Assigns.** Client shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Company. Any purported assignment or delegation in violation of this Section 18 shall be null and void. No assignment or delegation shall relieve Client of any of its obligations under this Agreement. Company may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Company's assets without Client's consent. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

19. **Relationship of the Parties.** The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Company be under its own control, Client being interested only in the results thereof. Company shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet Client's final approval and shall be subject to Client's general right of inspection throughout the performance of the Services and to secure satisfactory final

completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

20. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

21. Choice of Law. This Agreement and all related documents including all exhibits attached hereto and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State in which Client’s principal place of business is located, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State in which Client’s principal place of business is located.

22. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

23. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Client to make payments to Company hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party’s (“**Impacted Party**”) reasonable control, including, without limitation, the following force majeure events (“**Force Majeure Event(s)**”): (a) acts of God; (b) flood, fire, earthquake, pandemics, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages, or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party’s failure or delay remains uncured for a period of fifteen (15) days following written notice given by it under this Section 23, the other Party may thereafter terminate this Agreement upon fifteen (15) days’ written notice.

Appendix

Specific Qualifications & Experience

HydroCorp™ is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost-effective and professionally managed cross-connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 110,000 Cross Connection Control Inspections **annually**.
- HydroCorp tracks and manages over 135,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely, and courteous manner. Our administrative staff can answer most technical calls related to the cross-connection control program and have attended basic cross-connection control training classes.
- HydroCorp currently serves over 550 communities in Michigan, Wisconsin, Minnesota, Maryland, Delaware, Virginia, California, Idaho, Utah & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars, and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.

RESOLUTION
WATER UTILITY CROSS CONNECTION INSPECTION PROGRAM
SPONSOR: ALDERPERSON BOARD
FROM: PUBLIC WORKS COMMISSION

WHEREAS, per Wisconsin Administrative Code NR 810.15, a Cross Connection Control Program is required by the Wisconsin Department of Natural Resources to have in place for all public water systems supplying drinking water; and

WHEREAS, the Water Department has codified the WDNR requirement into Municipal Code Chapter 512 Water and Sewers Article V Cross-Connection Control; and

WHEREAS, Hydro Corp. has been contracted by the Watertown Water Department for Non-Residential Cross Connection inspections for the last 10 years; and

WHEREAS, the work Hydro Corp. has completed is of good quality; and

WHEREAS, the following quote was received from Hydro Design to continue the program for two (2) years (2025 – 2026) to inspect up to 240 properties which includes all initial inspections, compliance and re-inspections to keep pace with the required number of inspections due for our water system for \$33,370.74; and

WHEREAS, sufficient funds have been included in the 2025 budget from the Water Utility account 03-99-23-18; and will be requested in 2026.

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 a contract with Hydro Corp for the Cross-Connection Control Inspections as part of our program for the Water Department for a total of \$33,370.74

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

ADOPTED February 17, 2025

CITY CLERK

APPROVED February 17, 2025

MAYOR

MEMO

Engineering Division of the Public Works Department

To: Chairman Board and Public Works Commission Members

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

Date: 2/5/2025

Subject: Stormwater Ordinance Revisions (Ch. 288 & Ch. 453)

Background

Chapters 288 and 453, Municipal Code, serve as the backbone for the City of Watertown's stormwater management program. Chapter 288, Erosion and Sediment Control ordinance, provides details on water quality (pollution) and water quantity (flooding) during construction and in long-term post-construction conditions. Chapter 453, Stormwater Management ordinance, provides a structure for the stormwater utility, an illicit discharge program framework and long-term stormwater facility maintenance requirements.

Chapters 288 and 453 are required to be compliant with the Wisconsin Department of Natural Resources (WDNR) NR 216 and NR 151 Administrative Codes, per the WDNR Municipal Separate Storm Sewer System (MS4) Permit. There are a few items that should be revised in either Chapter 288 or Chapter 453 to meet the permit requirements, and to clarify implementation.

1. Chapter 288-18 D(2)(b) should be updated to include the post-construction stormwater "peak flow" exemption for sites that drain directly to large waterbodies (the Rock River as it flows through Watertown qualifies as a large waterbody). Adding this exemption will bring the ordinance into sync with the state's stormwater requirements.
2. Chapter 288-15A(2) should be updated to include the post-construction minor road reconstruction exemption. The definition of "Minor Road Reconstruction" should be added to the Section 288-16, Definitions. Adding this exemption will bring the ordinance into sync with the state's stormwater requirements.
3. Chapter 288-24 and 288-25 should be updated to include citation authority and to clarify enforcement options for sites that do not have a permit. Having clear language about enforcement options allows staff to be consistent in communications and enforcement of the Erosion Control and Storm Water Runoff Permit. Available mechanisms to implement

MEMO

the permit program are reported to WDNR in the MS4 Permit Annual Report. Adding citation authority to the ordinance would provide a simpler and more efficient enforcement method, as an alternative to an injunction and working directly through the attorney's office on sites where time is of the essence.

4. Two Chapter "453-39D" references should actually be Ch. "453-41D"

Budget Goal

1. Proactively maintains and improves our parks and infrastructure to ensure safety, quality, and equity
2. Fosters community growth by assessing opportunities, stakeholder input, environmental needs, and modern code and policy priorities
3. Maintains a safe and healthy community, with an eye toward future needs and trends

Financial Impact

Engineering Division staff can complete these ordinance revisions; no consultant or outside assistance is required.

Recommendation

Engineering Division staff recommend revising Chapter 288, Erosion and Sediment Control ordinance and Chapter 453, Stormwater Management ordinance.

2025 Operational Goals

Present a budget that (Department select the relevant goals, and delete those not relevant):

1. Invests in the strategic planning and maintenance of our city buildings
2. Proactively maintains and improves our parks and infrastructure to ensure safety, quality, and equity
3. Supports employee retention and growth, while also evaluating operations and the associated staffing
4. Fosters community growth by assessing opportunities, stakeholder input, environmental needs, and modern code and policy priorities
5. Maintains a safe and healthy community, with an eye toward future needs and trends

12/3/24, 10:20 AM

City of Watertown, WI Erosion and Sediment Control

City of Watertown, WI
Tuesday, December 3, 2024

Chapter 288. Erosion and Sediment Control

[HISTORY: Adopted by the Common Council of the City of Watertown as indicated in article histories. Amendments noted where applicable.]

Article I. Erosion Control and Stormwater Runoff

[Adopted by Ord. No. 08-26 (§ 20.16 of the former City Code); amended in its entirety 4-3-2023 by Ord. No. 23-05]

§ 288-1. Authority.

- A. This article is adopted under the authority granted by § 62.234, Wis. Stats. This article supersedes all provisions of an ordinance previously enacted under § 62.23, Wis. Stats., that relates to construction site erosion control. Except as otherwise specified in § 62.234, Wis. Stats., § 62.23, Wis. Stats., applies to this article and to any amendments to this article.
- B. The provisions of this article are deemed not to limit any other lawful regulatory powers of the same governing body.
- C. The Common Council hereby authorizes the Public Works Director/City Engineer and its designees to administer and enforce the provisions of this article.
- D. The requirements of this article do not preempt more stringent erosion and sediment control requirements that may be imposed by any of the following:
 - (1) Wisconsin Department of Natural Resources administrative rules, permits or approvals including those authorized under §§ 281.16 and 283.33, Wis. Stats.
 - (2) Targeted nonagricultural performance standards promulgated in rules by the Wisconsin Department of Natural Resources under § NR 151.004, Wis. Adm. Code.

§ 288-2. Findings of fact.

The Common Council finds that runoff from land-disturbing construction activity carries a significant amount of sediment and other pollutants to the waters of the state in the City of Watertown.

§ 288-3. Purpose.

It is the purpose of this article to further the maintenance of safe and healthful conditions; prevent and control water pollution; prevent and control soil erosion; protect spawning grounds, fish and aquatic life; control building sites, placement of structures and land uses; preserve ground cover and scenic beauty; and promote sound economic growth, by minimizing the amount of sediment and other pollutants carried by runoff or discharged from land-disturbing construction activity to waters of the state in the City of Watertown.

§ 288-4. Applicability and jurisdiction.

- A. Applicability.
 - (1) This article applies to the following land-disturbing construction activities except as provided under Subsection **A(2)**:
 - (a) A construction site, which has 3,000 or more square feet of land-disturbing construction activity.
 - (2) This article does not apply to the following:
 - (a) Land-disturbing construction activity that includes the construction of a one- or two-family residential site less than one acre and is otherwise regulated by the Wisconsin Department of Safety and Professional Services.

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- (b) A construction project that is exempted by federal statutes or regulations from the requirement to have a national pollutant discharge elimination system permit issued under Chapter 40, Code of Federal Regulations, Part 122, for land-disturbing construction activity.
 - (c) Nonpoint discharges from agricultural facilities and practices.
 - (d) Nonpoint discharges from silviculture activities.
 - (e) Construction projects that do not result in land-disturbing activity including mill and crush operations that do not have soil disturbance, filling or road shoulder grading.
 - (f) Routine maintenance for project sites under five acres of land disturbance if performed to maintain the original line and grade, hydraulic capacity or original purpose of the facility.
- (3) Notwithstanding the applicability requirements in Subsection **A(1)**, this article applies to construction sites of any size that, in the opinion of the City, are likely to result in runoff that exceeds the safe capacity of the existing drainage facilities or receiving body of water, that causes undue channel erosion, that increases water pollution by scouring or the transportation of particulate matter or that endangers property or public safety.
- B. Jurisdiction. This article applies to land-disturbing construction activity on construction sites located within the boundaries and jurisdiction of the City of Watertown.
- C. Exclusions. This article is not applicable to activities conducted by a state agency, as defined under § 227.01(1), Wis. Stats., but also including the office of District Attorney, which is subject to the state plan promulgated or a memorandum of the understanding entered into under § 281.33(2), Wis. Stats.

§ 288-5. Definitions.

As used in this article, the following terms shall have the meanings indicated:

ADMINISTERING AUTHORITY

A governmental employee or his/her designee that is designated by the City of Watertown to administer this article.

AGRICULTURAL FACILITIES AND PRACTICES

Has the meaning in § 281.16(1), Wis. Stats.

AVERAGE ANNUAL RAINFALL

A typical calendar year of precipitation as determined by the Wisconsin Department of Natural Resources for users of models such as WinSLAMM, P8 or equivalent methodology. The average annual rainfall is chosen from a department publication for the location closest to the City.

BEST MANAGEMENT PRACTICE or BMP

Structural or nonstructural measures, practices, techniques or devices employed to avoid or minimize soil, sediment or pollutants carried in runoff to waters of the state.

BUSINESS DAY

A day the City Hall is routinely and customarily open for business.

CEASE AND DESIST ORDER

A court-issued order to halt land-disturbing construction activity that is being conducted without the required permit.

CONSTRUCTION SITE

An area upon which one or more land-disturbing construction activities occur, including areas that are part of a larger common plan of development or sale where multiple separate and distinct land-disturbing construction activities may be taking place at different times on different schedules but under one plan.

DESIGN STORM

A hypothetical discrete rainstorm characterized by a specific duration, temporal distribution, rainfall intensity, return frequency and total depth of rainfall.

DIVISION OF LAND

The creation from one parcel of four or fewer parcels or building sites of one or fewer acres each in area where such creation occurs at one time or through the successive partition within a five-year period.

EROSION

The process by which the land's surface is worn away by the action of wind, water, ice or gravity.

EROSION AND SEDIMENT CONTROL PLAN

A comprehensive plan developed to address pollution caused by erosion and sedimentation of soil particles or rock fragments during construction.

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EXTRATERRITORIAL

The unincorporated area within three miles of the corporate limits of a first, second, or third class city, or within 1.5 miles of a fourth class city or village.

FINAL STABILIZATION

That all land-disturbing construction activities at the construction site have completed and that a uniform perennial vegetative cover has been established, with a density of at least 70% of the cover, for the unpaved areas and areas not covered by permanent structures, or that employ equivalent permanent stabilization measures.

GOVERNING BODY

The City Public Works Commission or the City Council.

LAND-DISTURBING CONSTRUCTION ACTIVITY

Any man-made alteration of the land surface resulting in a change in the topography or existing vegetative or nonvegetative soil cover, that may result in runoff and lead to an increase in soil erosion and movement of sediment into waters of the state. Land-disturbing construction activity includes clearing and grubbing, demolition, excavating, pit trench dewatering, filling and grading activities.

MEP or MAXIMUM EXTENT PRACTICABLE

The highest level of performance that is achievable but is not equivalent to a performance standard identified in this article as determined in accordance with § 288-6 of this article.

PERFORMANCE STANDARD

A narrative or measurable number specifying the minimum acceptable outcome for a facility or practice.

PERMIT

A written authorization made by the City of Watertown to the applicant to conduct land-disturbing construction activity or to discharge post-construction runoff to waters of the state.

POLLUTANT

Has the meaning given in § 283.01(13), Wis. Stats.

POLLUTION

Has the meaning given in § 281.01(10), Wis. Stats.

PUBLIC WORKS DIRECTOR/CITY ENGINEER

The individual holding the Public Works Director/City Engineer title or his/her designees within the City of Watertown.

RESPONSIBLE PARTY

The landowner or any other entity performing services to meet the requirements of this article through a contract or other agreement.

RUNOFF

Stormwater or precipitation including rain, snow or ice melt or similar water that moves on the land surface via sheet or channelized flow.

SEDIMENT

Settleable solid material that is transported by runoff, suspended within runoff or deposited by runoff away from its original location.

SEPARATE STORM SEWER

A conveyance or system of conveyances including roads with drainage systems, streets, catch basins, curbs, gutters, ditches, constructed channels or storm drains, which meets all of the following criteria:

- A. Is designed or used for collecting water or conveying runoff.
- B. Is not part of a combined sewer system.
- C. Is not draining to a stormwater treatment device or system.
- D. Discharges directly or indirectly to waters of the state.

SILVICULTURE ACTIVITY

Activities including tree nursery operations, tree harvesting operations, reforestation, tree thinning, prescribed burning, and pest and fire control. Clearing and grubbing of an area of a construction site is not a silviculture activity.

SITE

The entire area included in the legal description of the land on which the land-disturbing construction activity is proposed in the permit application.

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STOP-WORK ORDER

An order issued by the City which requires that all construction activity on the site be stopped.

TECHNICAL STANDARD

A document that specifies design, predicted performance and operation and maintenance specifications for a material, device or method.

WATERS OF THE STATE

Includes those portions of Lake Michigan and Lake Superior within the boundaries of this state, and all lakes, bays, rivers, streams, springs, ponds, wells, impounding reservoirs, marshes, watercourses, drainage systems and other surface water or groundwater, natural or artificial, public or private, within this state or its jurisdiction.

§ 288-6. Applicability of maximum extent practicable.

Maximum extent practicable applies when a person who is subject to a performance standard of this article demonstrates to the City's satisfaction that a performance standard is not achievable and that a lower level of performance is appropriate. In making the assertion that a performance standard is not achievable and that a level of performance different from the performance standard is the maximum extent practicable, the responsible party shall take into account the best available technology, cost effectiveness, geographic features, and other competing interests such as protection of public safety and welfare, protection of endangered and threatened resources, and preservation of historic properties.

§ 288-7. Technical standards.

- A. Design criteria, standards and specifications. All BMPs required to comply with this article shall meet the design criteria, standards and specifications based on any of the following:
 - (1) Design guidance and technical standards identified or developed by the Wisconsin Department of Natural Resources under Subchapter V of Chapter NR 151, Wis. Adm. Code.
 - (2) Soil loss prediction tools [such as the Universal Soil Loss Equation (USLE)] when using an appropriate rainfall or runoff factor (also referred to as the R factor) or an appropriate design storm and precipitation distribution, and when considering the geographic location of the site and the period of disturbance.
- B. Other standards. Other technical standards not identified or developed in Subsection **A** may be used provided that the methods have been approved by the City.

§ 288-8. Performance standards.

- A. Responsible party. The responsible party shall implement an erosion and sediment control plan, developed in accordance with § **288-10** that incorporates the requirements of this section.
- B. Plan. A written plan shall be developed in accordance with § **288-10** and implemented for each construction site. Simplified plans may be completed for sites with less than one acre of land-disturbing construction activity in accordance with the requirements of this article.
- C. Erosion and other pollutant control requirements. The plan required under Subsection **B** shall include the following:
 - (1) Erosion and sediment control practices. Erosion and sediment control practices shall be used at each site where more than 3,000 square feet of land-disturbing construction activity is to occur, and shall be used to prevent or reduce all of the following:
 - (a) The deposition of soil from being tracked onto streets by vehicles.
 - (b) The discharge of sediment from disturbed areas into on-site stormwater inlets.
 - (c) The discharge of sediment from disturbed areas into adjacent waters of the state.
 - (d) The discharge of sediment from drainageways that flow off the site.
 - (e) The discharge of sediment by dewatering activities.
 - (f) The discharge of sediment eroding from soil stockpiles existing for more than seven days.
 - (g) The discharge of sediment from erosive flows at outlets and in downstream channels.
 - (h) The transport by runoff into waters of the state of chemicals, cement, and other building compounds and materials on the construction site during the construction period. However, projects that require the placement of these materials in waters of the state, such as constructing bridge footings or BMP installations, are not prohibited by this subsection.
 - (i) The transport by runoff into waters of the state of untreated wash water from vehicle and wheel washing.

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- (2) Sediment performance standards. In addition to the erosion and sediment control practices under Subsection **C(1)**, the following erosion and sediment control practices shall be employed for all construction sites with more than one acre of land-disturbing construction activity:
 - (a) BMPs that, by design, discharge no more than five tons per acre per year, or to the maximum extent practicable, of the sediment load carried in runoff from initial grading to final stabilization.
 - (b) No person shall be required to employ more BMPs than are needed to meet a performance standard in order to comply with maximum extent practicable. Erosion and sediment control BMPs may be combined to meet the requirements of this subsection. Credit may be given toward meeting the sediment performance standard of this subsection for limiting the duration or area, or both, of land-disturbing construction activity, or for other appropriate mechanisms.
 - (c) Notwithstanding Subsection **C(2)(a)**, if BMPs cannot be designed and implemented to meet the sediment performance standard, the erosion and sediment control plan shall include a written, site-specific explanation of why the sediment performance standard cannot be met and how the sediment load will be reduced to the maximum extent practicable.
- (3) Preventive measures. The erosion and sediment control plan shall incorporate all of the following:
 - (a) Maintenance of existing vegetation, especially adjacent to surface waters whenever possible.
 - (b) Minimization of soil compaction and preservation of topsoil.
 - (c) Minimization of land-disturbing construction activity on slopes of 20% or more.
 - (d) Development of spill prevention and response procedures.
- D. Location. The BMPs used to comply with this section shall be located prior to runoff entering waters of the state.
- E. Implementation. The BMPs used to comply with this section shall be implemented as follows:
 - (1) Erosion and sediment control practices shall be constructed or installed before land-disturbing construction activities begin in accordance with the erosion and sediment control plan developed in § **288-10**.
 - (2) Erosion and sediment control practices shall be maintained until final stabilization.
 - (3) Final stabilization activity shall commence when land-disturbing activities cease and final grade has been reached on any portion of the site.
 - (4) Temporary stabilization activity shall commence when land-disturbing activities have temporarily ceased and will not resume for a period exceeding 14 calendar days.
 - (5) BMPs that are no longer necessary for erosion and sediment control shall be removed by the responsible party.
- F. Alternate requirements. The City may establish stormwater management requirements more stringent than those set forth in this section if the City determines that an added level of protection is needed for sensitive resources.

§ 288-9. Permitting requirements, procedures and fees.

- A. Permit required. No responsible party may commence a land-disturbing construction activity subject to this article without receiving prior approval of an erosion and sediment control plan for the site and a permit from the City.
- B. Permit application and fees. At least one responsible party desiring to undertake a land-disturbing construction activity subject to this article shall submit an application for a permit and an erosion and sediment control plan that meets the requirements of § **288-10** and shall pay an application fee to the City of Watertown. By submitting an application, the applicant is authorizing the City of Watertown to enter the site to obtain information required for the review of the erosion and sediment control plan.
- C. Review and approval of permit application. The City shall review any permit application that is submitted with an erosion and sediment control plan, and the required fee. The following approval procedure shall be used:
 - (1) Within 20 business days of the receipt of a complete permit application, as required by Subsection **B**, the City shall inform the applicant whether the application and plan are approved or disapproved based on the requirements of this article.
 - (2) If the permit application and plan are approved, the City shall issue the permit.
 - (3) If the permit application or plan is disapproved, the City shall state in writing the reasons for disapproval.
 - (4) The City may request additional information from the applicant. If additional information is submitted, the City shall have 15 business days from the date the additional information is received to inform the applicant that the plan is either approved or disapproved.

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- D. Financial guarantee. As a condition of approval and issuance of the permit, the City may require the applicant to deposit a surety bond, irrevocable letter of credit or other financial guarantee to guarantee a good faith execution of the approved erosion control plan and any permit conditions. The financial guarantee shall be an amount up to 120% of the estimated cost of the improvements.
- E. Permit requirements. All permits shall require the responsible party to:
- (1) Notify the City within 48 hours of commencing any land-disturbing construction activity.
 - (2) Notify the City of completion of any BMPs within three days after their installation.
 - (3) Obtain permission in writing from the City prior to any modification pursuant to § 288-10C of the erosion and sediment control plan.
 - (4) Install all BMPs as identified in the approved erosion and sediment control plan.
 - (5) Maintain all road drainage systems, stormwater drainage systems, BMPs and other facilities identified in the erosion and sediment control plan.
 - (6) Repair any siltation or erosion damage to adjoining surfaces and drainageways resulting from land-disturbing construction activities and document repairs in a site erosion control log.
 - (7) Inspect the BMPs within 24 hours after each rain of 0.5 inch or more which results in runoff during active construction periods, and at least once each week. Document the findings of the inspections in a site erosion control log with the date of inspection, the name of the person conducting the inspection, and a description of the present phase of the construction at the site. Repair or replace erosion and sediment control best management practices as necessary within 24 hours of an inspection or by the date agreed to between the permittee and the Public Works Director/City Engineer or the appropriate designee. Inspections are only required for construction sites with more than one acre of land-disturbing construction activity.
 - (8) Allow the City to enter the site for the purpose of inspecting compliance with the erosion and sediment control plan or for performing any work necessary to bring the site into compliance with the control plan. Keep a copy of the erosion and sediment control plan at the construction site.
 - (9) Keep a copy of the inspection reports on the site at all times.
- F. Permit conditions. Permits issued under this section may include conditions established by the City in addition to the requirements set forth in Subsection E, where needed to assure compliance with the performance standards in § 288-8.
- G. Permit duration. Permits issued under this section shall be valid for a period of three years from the date of issuance. The City may extend the period once for up to an additional three years. The City may require additional BMPs as a condition of the extension if they are necessary to meet the requirements of this article.
- H. Maintenance. The responsible party throughout the duration of the construction activities shall maintain all BMPs necessary to meet the requirements of this article until the site has undergone final stabilization.

§ 288-10. Erosion and sediment control plan, statement, and amendments.

- A. Erosion and sediment control plan.
- (1) An erosion and sediment control plan shall be prepared and submitted to the City.
 - (2) The erosion and sediment control plan shall be designed to meet the performance standards in § 288-8 and other requirements of this article. Simplified plans may be completed for sites with less than one acre of land-disturbing construction activity.
 - (3) The erosion and sediment control plan shall address pollution caused by soil erosion and sedimentation during construction and up to final stabilization of the site. The erosion and sediment control plan shall include, at a minimum, the following items:
 - (a) The name(s) and address(es) of the owner or developer of the site, and of any consulting firm retained by the applicant, together with the name of the applicant's principal contact at such firm. The application shall also include start and end dates for construction.
 - (b) Description of the site and the nature of the construction activity, including representation of the limits of land disturbance on a United States Geological Survey 7.5-minute series topographic map.
 - (c) A sequence of construction of the development site, including stripping and clearing; rough grading; construction of utilities, infrastructure, and buildings; and final grading and landscaping. Sequencing shall identify the expected date on which clearing will begin, the estimated duration of exposure of cleared areas, areas of clearing, installation of temporary erosion and sediment control measures, and establishment of permanent vegetation.
 - (d) Estimates of the total area of the site and the total area of the site that is expected to be disturbed by construction activities.
 - (e) Estimates, including calculations, if any, of the runoff coefficient of the site before and after construction activities are completed.

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- (f) Calculations to show the expected percent reduction in the average annual sediment load carried in runoff as compared to no sediment or erosion controls.
- (g) Existing data describing the surface soil as well as subsoils.
- (h) Depth to groundwater, as indicated by on-site soil borings or Natural Resources Conservation Service soil information where available.
- (i) Name of the immediate named receiving water from the United States Geological Survey 7.5-minute series topographic maps.
- (4) The erosion and sediment control plan shall include a site map. The site map shall include the following items and shall be at a scale not greater than 100 feet per inch and at a contour interval not to exceed five feet.
 - (a) Existing topography, vegetative cover, natural and engineered drainage systems, roads and surface waters. Lakes, streams, wetlands, channels, ditches and other watercourses on and immediately adjacent to the site shall be shown. Any identified 100-year floodplains, flood fringes and floodways shall also be shown.
 - (b) Boundaries of the construction site.
 - (c) Drainage patterns and approximate slopes anticipated after major grading activities.
 - (d) Areas of soil disturbance.
 - (a) Location of major structural and nonstructural controls identified in the plan.
 - (b) Location of areas where stabilization practices will be employed.
 - (c) Areas which will be vegetated following construction.
 - (d) Area and location of wetland acreage on the site and locations where stormwater is discharged to a surface water or wetland within one-quarter mile downstream of the construction site.
 - (e) Locations of all surface waters and wetlands within one mile of the construction site.
 - (f) Areas used for infiltration of post-construction stormwater runoff.
 - (g) An alphanumeric or equivalent grid overlying the entire construction site map.
- (5) Each erosion and sediment control plan shall include a description of appropriate erosion and sediment control best management practices that will be installed and maintained at the site to prevent pollutants from reaching waters of the state. The plan shall clearly describe the appropriate erosion and sediment control measures for each major land-disturbing construction activity and the timing during the construction process that the measures will be implemented. The description of erosion and sediment controls shall include, when appropriate, the following minimum requirements:
 - (a) Description of interim and permanent stabilization practices, including an implementation schedule. Site plans shall ensure that existing vegetation is preserved where attainable and that disturbed portions of the site are stabilized.
 - (b) Description of structural practices to divert flow away from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from the site. Unless otherwise specifically approved in writing by the City of Watertown, structural measures shall be installed on upland soils.
 - (c) Management of overland flow at all sites, unless otherwise controlled by outfall controls.
 - (d) Trapping of sediment in channelized flow.
 - (e) Staging construction to limit exposed soil areas subject to erosion.
 - (f) Protection of downslope drainage inlets where they occur.
 - (g) Minimization of tracking via installation of tracking pads at all vehicle and equipment entry and exit locations of the construction site.
 - (h) Clean up of off-site sediment deposits.
 - (i) Proper disposal of building and waste materials at all sites.
 - (j) Stabilization of drainageways.
 - (k) Control of soil erosion from dirt stockpiles.
 - (h) Installation of permanent stabilization practices as soon as possible after final grading.

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- (i) Minimization of dust to the maximum extent practicable.
- (6) The erosion and sediment control plan shall require that velocity dissipation devices be placed at discharge locations and along the length of any outfall channel, as necessary, to provide a nonerosive flow from the structure to a watercourse so that the natural physical and biological characteristics and functions are maintained and protected.
- B. Erosion and sediment control plan statement. For each construction site identified under § 288-4A with more than one acre of land-disturbing construction activity, an erosion and sediment control plan statement shall be prepared. This statement shall be submitted to the City. The control plan statement shall briefly describe the site, including a site map. Further, it shall also include the best management practices that will be used to meet the requirements of the article, including the site development schedule.
- C. Amendments. The applicant shall amend the plan if any of the following occur:
 - (1) There is a change in design, construction, operation or maintenance at the site which has the reasonable potential for the discharge of pollutants to waters of the state and which has not otherwise been addressed in the plan.
 - (2) The actions required by the plan fail to reduce the impacts of pollutants carried by construction site runoff.
 - (3) The City notifies the applicant of changes needed in the plan.

§ 288-11. Fee schedule.

The fees referred to in other sections of this article shall be established by the Common Council and may from time to time be modified by resolution. A schedule of the fees established by the Common Council shall be available for review in City Hall. The fee shall cover all City and consultant costs to review the permit application and perform the required site inspections.

§ 288-11.1. Inspection.

If land-disturbing construction activities are being carried out without a permit required by this article, the City may enter the land pursuant to the provisions of § 66.0119(1), (2) and (3), Wis. Stats. The City will inspect any construction site with more than ~~one-acre- three thousand square feet~~ of land-disturbing construction activity that holds a permit under this chapter or where construction work began prior to obtaining a permit as required by the current Wisconsin Department of Natural Resources Municipal Separate Storm Sewer System (MS4) Permit or within the first two weeks of construction, at least once a month, and again at the end of construction to ensure compliance with the approved sediment and erosion control plan. If erosion and/or sediment control best management practices (BMPs) are out of compliance during inspections, the City may conduct follow-up inspections within seven days, unless corrections are made and observed by the inspector or verified via photographs submitted to the inspector. The costs of these inspections shall be billed to the responsible party.

§ 288-11.2. Enforcement.

- A. The City may post a stop-work order if any of the following occurs:
 - (1) Any land-disturbing construction activity regulated under this article is being undertaken without a permit.
 - (2) The erosion and sediment control plan is not being implemented in a good faith manner.
 - (3) The conditions of the permit are not being met.
- B. If the responsible party does not cease activity as required in a stop-work order posted under this section or fails to comply with the erosion and sediment control plan or permit conditions, the City may revoke the permit.
- C. If the responsible party, where no permit has been issued, does not cease the activity after being notified by the City, or if a responsible party violates a stop-work order posted under Subsection A, the City may issue a citation and/or request the City Attorney to obtain a cease and desist order in any court with jurisdiction.
- D. The City may retract the stop-work order issued under Subsection A or the permit revocation under Subsection B.
- E. After posting a stop-work order under Subsection A, the City may issue a notice of intent to the responsible party of its intent to perform work necessary to comply with this article. The City may go on the land and commence the work after issuing the notice of intent. The costs of the work performed under this subsection by the City, plus interest at the rate authorized by City shall be billed to the responsible party. In the event a responsible party fails to pay the amount due, the Clerk shall enter the amount due on the tax rolls and collect as a special assessment against the property pursuant to Subch. VII of Ch. 66, Wis. Stats.
- F. Any person violating any of the provisions of this article shall be subject to a forfeiture of not less than \$100 nor more than \$1,000 and the costs of prosecution for each violation. Each day a violation exists shall constitute a separate offense.

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- G. Compliance with the provisions of this article may also be enforced by injunction in any court with jurisdiction. It shall not be necessary to prosecute for forfeiture or a cease and desist order before resorting to injunctive proceedings.

§ 288-11.3. Appeals.

- A. Public works commission. The Public Works Commission shall act as the review and appeal agency and:
- (1) Shall hear and decide appeals where it is alleged that there is error in any order, decision or determination in administering this article except for cease and desist orders obtained under § 288-11.2C.
 - (2) Upon appeal, may authorize variances from the provisions of this article which are not contrary to the public interest and where owing to special conditions a literal enforcement of the provisions of the article will result in unnecessary hardship; and
 - (3) Shall use the rules, procedures, duties and powers authorized by statute in hearing and deciding appeals and authorizing variances.
- B. Who may appeal. Appeals to the Public Works Commission may be taken by any aggrieved person or by any office, department, board, or bureau of the City of Watertown affected by any decision of the City.

§ 288-11.4. Severability.

If a court of competent jurisdiction judges any section, clause, provision or portion of this article unconstitutional or invalid, the remainder of the article shall remain in force and not be affected by such judgment.

Article II. Control of Post-Construction Stormwater Management

[Adopted by Ord. No. 08-27 (§ 20.17 of the former City Code); amended in its entirety 4-3-2023 by Ord. No. 23-05]

§ 288-12. Authority.

- A. This article is adopted by the Common Council under the authority granted by § 62.234, Wis. Stats. This article supersedes all provisions of an ordinance previously enacted under § 62.23, Wis. Stats., that relate to stormwater management regulations. Except as otherwise specified in § 62.234, Wis. Stats., § 62.23, Wis. Stats., applies to this article and to any amendments to this article.
- B. The provisions of this article are deemed not to limit any other lawful regulatory powers of the same governing body.
- C. The Common Council hereby authorizes the City and its designees to administer and enforce the provisions of this article.
- D. The requirements of this article do not preempt more stringent stormwater management requirements that may be imposed by any of the following:
- (1) Wisconsin Department of Natural Resources administrative rules, permits or approvals including those authorized under §§ 281.16 and 283.33, Wis. Stats.
 - (2) Targeted nonagricultural performance standards promulgated in rules by the Wisconsin Department of Natural Resources under § NR 151.004, Wis. Adm. Code.

§ 288-13. Findings of fact.

The Common Council finds that uncontrolled, post-construction runoff has a significant impact upon water resources and the health, safety and general welfare of the community and diminishes the public enjoyment and use of natural resources. Specifically, uncontrolled post-construction runoff can:

- A. Degrade physical stream habitat by increasing stream bank erosion, increasing streambed scour, diminishing groundwater recharge, diminishing stream base flows and increasing stream temperature.
- B. Diminish the capacity of lakes and streams to support fish, aquatic life, recreational and water supply uses by increasing pollutant loading of sediment, suspended solids, nutrients, heavy metals, bacteria, pathogens and other urban pollutants.
- C. Alter wetland communities by changing wetland hydrology and by increasing pollutant loads.

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- D. Reduce the quality of groundwater by increasing pollutant loading.
- E. Threaten public health, safety, property and general welfare by overtaxing storm sewers, drainageways, and other minor drainage facilities.
- F. Threaten public health, safety, property and general welfare by increasing major flood peaks and volumes.
- G. Undermine floodplain management efforts by increasing the incidence and levels of flooding.

§ 288-14. Purpose and intent.

- A. Purpose. The general purpose of this article is to establish long-term, post-construction runoff management requirements that will diminish the threats to public health, safety, welfare and the aquatic environment. Specific purposes are to:
- (1) Further the maintenance of safe and healthful conditions.
 - (2) Prevent and control the adverse effects of stormwater; prevent and control soil erosion; prevent and control water pollution; protect spawning grounds, fish and aquatic life; control building sites, placement of structures and land uses; preserve ground cover and scenic beauty; and promote sound economic growth.
 - (3) Control exceedance of the safe capacity of existing drainage facilities and receiving water bodies; prevent undue channel erosion; control increases in the scouring and transportation of particulate matter; and prevent conditions that endanger downstream property.
 - (4) Minimize the amount of pollutants discharged from the separate storm sewer to protect waters of the state.
- B. Intent. It is the intent of the Common Council that this article regulates post-construction stormwater discharges to waters of the state. This article may be applied on a site-by-site basis. The Common Council recognizes, however, that the preferred method of achieving the stormwater performance standards set forth in this article is through the preparation and implementation of comprehensive, systems-level stormwater management plans that cover hydrologic units, such as watersheds, on a municipal and regional scale. Such plans may prescribe regional stormwater devices, practices or systems, any of which may be designed to treat runoff from more than one site prior to discharge to waters of the state. Where such plans are in conformance with the performance standards developed under § 281.16, Wis. Stats., for regional stormwater management measures and have been approved by the Common Council, it is the intent of this article that the approved plan be used to identify post-construction management measures acceptable for the community.

§ 288-15. Applicability and jurisdiction.

- A. Applicability.
- (1) Where not otherwise limited by law, this article applies to a post-construction site which has 21,780 or more square feet of new impervious surface, unless the site is otherwise exempt under Subsection A(2).
 - (2) A site that meets any of the criteria in this Subsection is exempt from the requirements of this article:
 - (a) Land-disturbing construction activity that includes the construction of a one- or two-family residential site less than one acre and is otherwise regulated by the Wisconsin Department of Safety and Professional Services.
 - (b) A post-construction site with less than 10% connected imperviousness based on complete development of the post-construction site, provided the cumulative area of all parking lots and rooftops is less than one acre.
 - (c) Nonpoint discharges from agricultural facilities and practices.
 - (d) Nonpoint discharges from silviculture activities.
 - (e) Routine maintenance for project sites under five acres of land disturbance if performed to maintain the original line and grade, hydraulic capacity or original purpose of the facility.
 - (f) Underground utility construction such as water, sewer and fiberoptic lines. This exemption does not apply to the construction of any aboveground structures associated with utility construction.
 - (g) Minor reconstruction of a highway. Notwithstanding the exemption under this paragraph, the protective areas requirements in §288.18 apply to minor reconstruction of a highway.
 - (h) The requirements of this article do not preempt more stringent stormwater management requirements that may be imposed by any of the following:
 - [1] Wisconsin Department of Natural Resources administrative rules, permits or approvals including those authorized under § 288.16, Wis. Stats., for nonpoint sources, and § 283.33, Wis. Stats., for stormwater discharge.
 - [2] Targeted nonagricultural performance standards promulgated in rules by the Wisconsin Department of Natural Resources under § NR 151.004, Wis. Adm. Code.

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- (3) Notwithstanding the applicability requirements in Subsection **A(1)**, this article applies to post-construction sites of any size that, in the opinion of the City, are likely to result in runoff that exceeds the safe capacity of the existing drainage facilities or receiving body of water, that causes undue channel erosion, that increases water pollution by scouring or the transportation of particulate matter or that endangers property or public safety.
- B. Jurisdiction. This article applies to land-disturbing activities within the boundaries of the City of Watertown, and that portion of the Town of Emmet, Dodge County, Wisconsin, that is subject to the City's Plat Review Jurisdiction as set forth in Resolution Exhibit No. 6152 and recorded on September 25, 1997, in Volume 937 on Page 86 as Document No. 851436 in the Dodge County Office of the Register of Deeds and all subsequent amendments.
- C. Exclusions. This article is not applicable to activities conducted by a state agency, as defined under § 227.01(1), Wis. Stats., but also including the office of the District Attorney, which is subject to the state plan promulgated or a memorandum of understanding entered into under § 281.33(2), Wis. Stats.

§ 288-16. Definitions.

As used in this article, the following terms shall have the meanings indicated:

ADEQUATE SOD, OR SELF-SUSTAINING VEGETATIVE COVER

Maintenance of sufficient vegetation types and densities such that the physical integrity of the stream bank or lakeshore is preserved. Self-sustaining vegetative cover includes grasses, forbs, sedges and duff layers of fallen and woody debris.

ADMINISTERING AUTHORITY

The Public Works Director/City Engineer, the City Public Works Commission, the City Council or other entity empowered under § 62.234, Wis. Stats., that is designated by the City of Watertown to administer this article.

AGRICULTURAL FACILITIES AND PRACTICES

Has the meaning given in § 281.16, Wis. Stats.

ATLAS 14

The National Oceanic and Atmospheric Administration (NOAA) Atlas 14 Precipitation-Frequency Atlas of the United States, Volume 8 (Midwestern States), published in 2013.

AVERAGE ANNUAL RAINFALL

A typical calendar year of precipitation as determined by the Wisconsin Department of Natural Resources for users of models such as WInSLAMM, P8 or equivalent methodology. The average annual rainfall is chosen from a department publication for the location closest to the City.

BEST MANAGEMENT PRACTICE or BMP

Structural or nonstructural measures, practices, techniques or devices employed to avoid or minimize sediment or pollutants carried in runoff to waters of the state.

BUSINESS DAY

A day the City Hall is routinely and customarily open for business.

CEASE AND DESIST ORDER

A court-issued order to halt land-disturbing construction activity that is being conducted without the required permit or in violation of a permit issued by the City of Watertown.

COMBINED SEWER SYSTEM

A system for conveying both sanitary sewage and stormwater runoff.

CONNECTED IMPERVIOUSNESS

An impervious surface connected to waters of the state via a separate storm sewer, an impervious flow path, or a minimally pervious flow path.

DESIGN STORM

A hypothetical discrete rainstorm characterized by a specific duration, temporal distribution, rainfall intensity, return frequency, and total depth of rainfall.

DEVELOPMENT

Residential, commercial, industrial or institutional land uses and associated roads.

DIRECT CONDUITS TO GROUNDWATER

Wells, sinkholes, swallets, fractured bedrock at the surface, mine shafts, nonmetallic mines, tile inlets discharging to groundwater, quarries, or depressional groundwater recharge areas over shallow fractured bedrock.

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DIVISION OF LAND

The creation from one parcel of four or fewer parcels or building sites of one or fewer acres each in area where such creation occurs at one time or through the successive partition within a five-year period.

EFFECTIVE INFILTRATION AREA

The area of the infiltration system that is used to infiltrate runoff and does not include the area used for site access, berms or pretreatment.

EROSION

The process by which the land's surface is worn away by the action of wind, water, ice or gravity.

EXCEPTIONAL RESOURCE WATERS

Waters listed in § NR 102.11, Wis. Adm. Code.

EXTRATERRITORIAL

The unincorporated area within three miles of the corporate limits of a first, second, or third class city, or within 1.5 miles of a fourth class city or village.

FILTERING LAYER

Soil that has at least a three-foot-deep layer with at least 20% fines; or at least a five-foot-deep layer with at least 10% fines; or an engineered soil with an equivalent level of protection as determined by the regulatory authority for the site.

FINAL STABILIZATION

That all land-disturbing construction activities at the construction site have been completed and that a uniform, perennial, vegetative cover has been established, with a density of at least 70% of the cover, for the unpaved areas and areas not covered by permanent structures, or employment of equivalent permanent stabilization measures.

FINANCIAL GUARANTEE

A performance bond, maintenance bond, surety bond, irrevocable letter of credit, or similar guarantees submitted to the City by the responsible party to assure that requirements of the article are carried out in compliance with the stormwater management plan.

GOVERNING BODY

The City Public Works Commission or the City Council.

IMPERVIOUS SURFACE

An area that releases as runoff all or a large portion of the precipitation that falls on it, except for frozen soil. Rooftops, sidewalks, driveways, parking lots and streets are examples of areas that typically are impervious.

IN-FILL AREA

An undeveloped area of land located within an existing urban sewer service area, surrounded by development or natural or man-made features where development cannot occur.

INFILTRATION

The entry of precipitation or runoff into or through the soil.

INFILTRATION SYSTEM

A device or practice such as a basin, trench, rain garden or swale designed specifically to encourage infiltration, but does not include natural infiltration in previous surfaces such as lawns, redirecting of rooftop downspouts onto lawns or minimal infiltration from practices, such as swales or roadside channels designed for conveyance and pollutant removal only.

KARST FEATURE

An area or surficial geologic feature subject to bedrock dissolution so that it is likely to provide a conduit to groundwater, and may include caves, enlarged fractures, mine features, exposed bedrock surfaces, sinkholes, springs, seeps or swallets.

LAND-DISTURBING CONSTRUCTION ACTIVITY

Any man-made alteration of the land surface resulting in a change in the topography or existing vegetative or nonvegetative soil cover, that may result in runoff and lead to an increase in soil erosion and movement of sediment into waters of the state. Land-disturbing construction activity includes clearing and grubbing, demolition, excavating, pit trench dewatering, filling and grading activities.

MAINTENANCE AGREEMENT

A legal document that provides for long-term maintenance of stormwater management practices.

MEP or MAXIMUM EXTENT PRACTICABLE

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The highest level of performance that is achievable but is not equivalent to a performance standard identified in this article. Maximum extent practicable applies when a person who is subject to a performance standard of this article demonstrates to the City's satisfaction that a performance standard is not achievable and that a lower level of performance is appropriate. In making the assertion that a performance standard is not achievable and that a level of performance different from the performance standard is the maximum extent practicable, the responsible party shall take into account the best available technology, cost effectiveness, geographic features, and other competing interests such as protection of public safety and welfare, protection of endangered and threatened resources, and preservation of historic properties.

MINOR RECONSTRUCTION

A transportation facility construction site where a bid is advertised, a construction contract signed where no bid is advertised or a notice of intent is submitted in accordance with NR 216. Wisconsin Administrative Code, reconstruction that is limited to 1.5 miles in continuous or aggregate total length of realignment and that does not exceed 100 feet in width of roadbed widening, and that does not include replacement of a vegetated drainage system with a non-vegetated drainage system except where necessary to convey runoff under a highway or private road or driveway.

NEW DEVELOPMENT

Development resulting from the conversion of previously undeveloped land or agricultural land uses.

NRCS MSE3 DISTRIBUTION

A specific precipitation distribution developed by the United States Department of Agriculture, Natural Resources Conservation Service, using precipitation data from Atlas 14.

OFF SITE

Located outside the property boundary described in the permit application.

ON SITE

Located within the property boundary described in the permit application.

ORDINARY HIGH WATER MARK

Has the meaning given in § NR 115.03(6), Wis. Adm. Code.

OUTSTANDING RESOURCE WATERS

Waters listed in § NR 102.10, Wis. Adm. Code.

PERCENT FINES

The percentage of a given sample of soil which passes through a No. 200 sieve.

PERFORMANCE STANDARD

A narrative or measurable number specifying the minimum acceptable outcome for a facility or practice.

PERMIT

A written authorization made by the City to the applicant to conduct land-disturbing construction activity or to discharge post-construction runoff to waters of the state.

PERMIT ADMINISTRATION FEE

A sum of money paid to the City by the permit applicant for the purpose of recouping the expenses incurred by the authority in administering the permit.

PERVIOUS SURFACE

An area that releases as runoff a small portion of the precipitation that falls on it. Lawns, gardens, parks, forests or other similar vegetated areas are examples of surfaces that typically are pervious.

POLLUTANT

Has the meaning given in § 283.01(13), Wis. Stats.

POLLUTION

Has the meaning given in § 281.01(10), Wis. Stats.

POST-CONSTRUCTION SITE

A construction site following the completion of land-disturbing construction activity and final site stabilization.

PREDEVELOPMENT CONDITION

The extent and distribution of land cover types present before the initiation of land-disturbing construction activity, assuming that all land uses prior to development activity are managed in an environmentally sound manner.

PREVENTIVE ACTION LIMIT

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Has the meaning given in § NR 140.05(17), Wis. Adm. Code.

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PROTECTIVE AREA

An area of land that commences at the top of the channel of lakes, streams and rivers, or at the delineated boundary of wetlands, and that is the greatest of those widths, as measured horizontally from the top of the channel or delineated wetland boundary to the closest impervious surface.

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PUBLIC WORKS DIRECTOR/CITY ENGINEER

The individual holding the Public Works Director/City Engineer title or his/her designees within the City of Watertown.

REDEVELOPMENT

Areas where development is replacing older development.

RESPONSIBLE PARTY

The landowner or any other entity performing services to meet the requirements of this article through a contract or other agreement.

RUNOFF

Stormwater or precipitation including rain, snow or ice melt or similar water that moves on the land surface via sheet or channelized flow.

SEPARATE STORM SEWER

A conveyance or system of conveyances including roads with drainage systems, streets, catch basins, curbs, gutters, ditches, constructed channels or storm drains, which meets all of the following criteria:

- A. Is designed or used for collecting water or conveying runoff.
- B. Is not part of a combined sewer system.
- C. Is not draining to a stormwater treatment device or system.
- D. Discharges directly or indirectly to waters of the state.

SILVICULTURE ACTIVITY

Activities including tree nursery operations, tree harvesting operations, reforestation, tree thinning, prescribed burning, and pest and fire control. Clearing and grubbing of an area of a construction site is not a silviculture activity.

SITE

The entire area included in the legal description of the land on which the land-disturbing construction activity occurred.

STOP-WORK ORDER

An order issued by the Public Works Director/City Engineer which requires that all construction activity on the site be stopped.

STORMWATER MANAGEMENT PLAN

A comprehensive plan designed to reduce the discharge of pollutants from stormwater after the site has undergone final stabilization following completion of the construction activity.

STORMWATER MANAGEMENT SYSTEM PLAN

A comprehensive plan designed to reduce the discharge of runoff and pollutants from hydrologic units on a regional or municipal scale.

TECHNICAL STANDARD

A document that specifies design, predicted performance and operation and maintenance specifications for a material, device or method.

TOP OF THE CHANNEL

An edge, or point on the landscape, landward from the ordinary high water mark of a surface water of the state, where the slope of the land begins to be less than 12% continually for at least 50 feet. If the slope of the land is 12% or less continually for the initial 50 feet, landward from the ordinary high water mark, the top of the channel is the ordinary high water mark.

TOTAL MAXIMUM DAILY LOAD or TMDL

The amount of pollutants specified as a function of one or more water quality parameters, that can be discharged per day into a water quality limited segment and still ensure attainment of the applicable water quality standard.

TP-40

Technical Paper No. 40, Rainfall Frequency Atlas of the United States, published in 1961.

TR-55

The United States Department of Agriculture, Natural Resources Conservation Service (previously Soil Conservation Service), Urban Hydrology for Small Watersheds, Second Edition, Technical Release 55, June 1986.

TRANSPORTATION FACILITY

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A highway, a railroad, a public mass transit facility, a public-use airport, a public trail or any other public work for transportation purposes such as harbor improvements under § 85.095(1)(b), Wis. Stats. "Transportation facility" does not include building sites for the construction of public buildings and buildings that are places of employment that are regulated by the Department pursuant to § 281.33, Wis. Stats.

TSS

Total suspended solids.

TYPE II DISTRIBUTION

A rainfall type curve as established in the United States Department of Agriculture, Soil Conservation Service, Technical Paper 149, published 1973.

WATERS OF THE STATE

Includes those portions of Lake Michigan and Lake Superior within the boundaries of this state, and all lakes, bays, rivers, streams, springs, ponds, wells, impounding reservoirs, marshes, watercourses, drainage systems and other surface water or groundwater, natural or artificial, public or private, within this state or its jurisdiction.

§ 288-17. Technical standards.

The following methods shall be used in designing the water quality, peak flow shaving and infiltration components of stormwater practices needed to meet the water quality standards of this article:

- A. Technical standards identified, developed or disseminated by the Wisconsin Department of Natural Resources under Subchapter V of Chapter NR 151, Wis. Adm. Code.
- B. Where technical standards have not been identified or developed by the Wisconsin Department of Natural Resources, other technical standards may be used provided that the methods have been approved by the City.
- C. In this article, the following year and location has been selected as the average annual rainfall for water quality modeling purposes: Madison, 1981 (Mar. 12-Dec. 2).

§ 288-18. Performance standards.

- A. Responsible party. The responsible party shall implement a post-construction stormwater management plan that incorporates the requirements of this section.
- B. Plan. A written stormwater management plan in accordance with § 288-20 shall be developed and implemented for each post-construction site. Simplified plans may be completed for sites with less than one acre of land-disturbing construction activity in accordance with the requirements of this chapter.
- C. Maintenance of effort. For redevelopment sites where the redevelopment will be replacing older development that was subject to post-construction performance standards of Ch. NR 151, Wis. Adm. Code, in effect on or after October 1, 2004, the responsible party shall meet the total suspended solids reduction, peak flow control, infiltration, and protective areas standards applicable to the older development or meet the redevelopment standards of this article, whichever is more stringent.
- D. Requirements. The plan required under Subsection B shall include the following:
 - (1) Pollutant control. BMPs shall be designed, installed and maintained to control total suspended solids and phosphorus carried in runoff from the post-construction site as follows:
 - (a) BMPs shall be designed in accordance with Table 1 or to the maximum extent practicable as provided in Subsection D(1)(b). The design shall be based on an average annual rainfall, as compared to no runoff management controls.

Table 1 Pollutant Reduction Standards		
Development Type	TSS Reduction	Phosphorus
New development	80%	30%
In-fill development	80%	30%
Redevelopment	60% of load from parking areas and roads	30% of load from parking areas and roads

- (b) Maximum extent practicable. If the design cannot meet a total suspended solids or phosphorus reduction performance standard of Table 1, the stormwater management plan shall include a written, site-specific explanation of why the total suspended solids or phosphorus reduction performance standard cannot be met and why the total pollutant loads will be reduced only to the maximum extent practicable.
- (c) Off-site drainage. When designing BMPs, runoff draining to the BMP from off-site shall be taken into account in determining the treatment efficiency of the practice. Any impact on the efficiency shall be compensated for by increasing the size of the BMP accordingly.

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(2) Peak discharge.

- (a) Unless otherwise provided for in this section, all land development activities subject to this section shall establish on-site management practices to control peak flow rates of stormwater discharged from the site. On-site management practices shall be used to meet the following minimum performance standards:
- [1] The peak flow rates of stormwater runoff from the development shall not exceed those calculated for the series of design storms specified in Subsection **D(2)(a)[2]** occurring under development conditions specified in Subsection **D(2)(a)[4]**. Discharge velocities must be nonerosive to discharge locations, outfall channels, and receiving streams. Safe overland conveyance must be provided for discharges from the development.
 - [2] The stormwater management facilities shall contain sufficient storage to contain the runoff from the 100-year, twenty-four-hour rainfall event under developed conditions, while utilizing a peak discharge rate from the developed site which does not exceed the peak runoff rate from the site for a two-year, twenty-four-hour rainfall event under predevelopment conditions.
 - [3] By design, BMPs shall be employed to maintain or reduce the one-year, twenty-four-hour post-construction peak runoff discharge rates to the one-year, twenty-four-hour predevelopment peak runoff discharge rate, or to the maximum extent practicable.
 - [4] Predevelopment conditions shall assume "good hydrologic conditions" for appropriate land covers as identified in TR-55 or an equivalent methodology. The meaning of "hydrologic soil group" and "runoff curve number" are as determined in TR-55. However, when predevelopment land cover is woodland, grassland, or cropland, rather than using TR-55 values for these land use types, the runoff curve numbers in Table 2 shall be used. Peak discharges shall be calculated using TR-55 runoff curve number methodology, Atlas 14 precipitation depths, and the appropriate NRCS Wisconsin MSE3 precipitation distribution. On a case-by-case basis, the Public Works Director/City Engineer may allow the use of TP-40 precipitation depths and the Type II distribution.

Hydrologic Soil Group	A	B	C	D
Woodland curve number	30	55	70	77
Grassland curve number	39	61	71	78
Cropland curve number	55	69	78	83

- (b) This subsection of the section does not apply to any of the following:

[1] A redevelopment post-construction site.

[2] An in-fill development area less than one acre.

[2][3] A post-construction site where the discharge is directly into a lake over 5,000 acres or a stream or river segment draining more than 500 square miles.

- (3) Infiltration. BMPs shall be designed, installed, and maintained to infiltrate runoff to the maximum extent practicable in accordance with the following, except as provided in Subsection **D(3)(f)** through **(i)**.

- (a) Low imperviousness. For development up to 40% connected imperviousness, such as parks, cemeteries, and low-density residential development, infiltrate sufficient runoff volume so that the post-development infiltration volume shall be at least 90% of the predevelopment infiltration volume, based on an average annual rainfall. However, when designing appropriate infiltration systems to meet this requirement, no more than 1% of the post-construction site is required as an effective infiltration area.
- (b) Moderate imperviousness. For development with more than 40% and up to 80% connected imperviousness, such as medium- and high-density residential, multifamily development, industrial and institutional development, and office parks, infiltrate sufficient runoff volume so that the post-development infiltration volume shall be at least 75% of the predevelopment infiltration volume, based on an average annual rainfall. However, when designing appropriate infiltration systems to meet this requirement, no more than 2% of the post-construction site is required as an effective infiltration area.
- (c) High imperviousness. For development with more than 80% connected imperviousness, such as commercial strip malls, shopping centers, and commercial downtowns, infiltrate sufficient runoff volume so that the post-development infiltration volume shall be at least 60% of the predevelopment infiltration volume, based on an average annual rainfall. However, when designing appropriate infiltration systems to meet this requirement, no more than 2% of the post-construction site is required as an effective infiltration area.
- (d) Predevelopment condition shall be the same as in Table 2 of the peak discharge section of this article.
- (e) Before infiltrating runoff, pretreatment shall be required for parking lot runoff and for runoff from new road construction in commercial, industrial and institutional areas that will enter an infiltration system. The pretreatment shall be designed to protect the infiltration system from clogging prior to scheduled maintenance and to protect groundwater quality in accordance with Subsection **D(3)(k)**. Pretreatment options may include, but are not limited to, oil/grease separation, sedimentation, biofiltration, filtration, swales or filter strips.
- (f) Exclusions. Runoff from the following areas may not be infiltrated and do not qualify as contributing to meeting the requirements of this section unless demonstrated to meet the conditions of Subsection **D(3)(k)**:

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- [1] Areas associated with Tier 1 industrial facilities identified in § NR 216.21(2)(a), Wis. Adm. Code, including storage, loading, rooftop and parking.
- [2] Storage and loading areas of Tier 2 industrial facilities identified in § NR 216.21(2)(b), Wis. Adm. Code.
- [3] Fueling and vehicle maintenance areas. Runoff from rooftops of fueling and vehicle maintenance areas may be infiltrated with the concurrence of the regulatory authorities.
- (g) Location of practices. Infiltration practices may not be located in the following areas:
 - [1] Areas within 1,000 feet upgradient or within 100 feet downgradient of direct conduits to groundwater.
 - [2] Areas within 400 feet of a community water system well as specified in § NR 811.12(5)(d)6, Wis. Adm. Code, or within the separation distances listed in § NR 812.08, Wis. Adm. Code, for any private well or noncommunity well for runoff infiltrated from commercial (including multifamily residential), industrial and institutional land uses or regional devices for one- and two-family residential development.
 - [3] Areas where contaminants of concern, as defined in § NR 720.03(2), Wis. Adm. Code are present in the soil through which infiltration will occur.
- (h) Separation distances.
 - [1] Infiltration practices shall be located so that the characteristics of the soil and the separation distance between the bottom of the infiltration system and the elevation of seasonal high groundwater or the top of bedrock are in accordance with Table 3:

Source Area	Separation Distance	Soil Characteristics
Industrial, commercial, institutional parking lots and roads	5 feet or more	Filtering layer
Residential arterial roads	5 feet or more	Filtering layer
Roofs draining to subsurface infiltration practices	1 foot or more	Native or engineered soil with particles finer than coarse sand
Roofs draining to surface infiltration practices	Not applicable	Not applicable
All other impervious source areas	3 feet or more	Filtering layer

- [2] Notwithstanding Subsection **D(3)(h)**, applicable requirements for injection wells classified under Ch. NR 815, Wis. Adm. Code, shall be followed.
- (i) Exemptions. Infiltration practices located in runoff from the following areas may be credited towards meeting the requirements when infiltrated, but the decision to infiltrate under these conditions is optional:
 - [1] Areas where the infiltration rate of the soil measured at the proposed bottom of the infiltration system is less than 0.6 inch/hour using a scientifically credible field test method.
 - [2] Areas where the least permeable soil horizon to five feet below the proposed bottom of the infiltration system using the U.S. Department of Agriculture method of soils analysis is one of the following: sandy clay loam, clay loam, silty clay loam, sandy clay, silty clay, or clay.
 - [3] Parking areas and access roads less than 5,000 square feet for commercial development.
 - [4] Parking areas and access roads less than 5,000 square feet for industrial development not subject to the prohibitions/exclusions under Subsection **D(3)(f)**.
 - [5] Redevelopment post-construction sites except as provided under § **288-18C**.
 - [6] In-fill development areas less than one acre.
 - [7] Roads in commercial, industrial and institutional land uses, and arterial residential roads.
- (j) Where alternate uses of runoff are employed, such as for toilet flushing, laundry or irrigation, such alternate use shall be given equal credit toward the infiltration volume required by this section.
- (k) Groundwater standards.
 - [1] Infiltration systems designed in accordance with this section shall, to the extent technically and economically feasible, minimize the level of pollutants in filtration to groundwater and shall maintain compliance with the preventive action limit at a point of standards application in accordance with Ch. NR 140. However, if site-specific information indicates that compliance with a preventive action limit is not achievable, the infiltration BMP may not be installed or shall be modified to prevent infiltration to the maximum extent practicable.
 - [2] Notwithstanding Subsection **D(3)(k)[1]**, the discharge from BMPs shall remain below the enforcement standard at the point of standards application.

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- (l) Maximum extent practicable. Where the conditions of Subsection **D(3)(f)** through **(i)** limit or restrict the use of infiltration practices, the infiltration performance standard of § **288-18D(3)** shall be met to the maximum extent practicable.
- (4) Protective areas.
 - (a) "Protective area" means an area of land that commences at the top of the channel of lakes, streams and rivers, or at the delineated boundary of wetlands, and that is the greatest of the following widths, as measured horizontally from the top of the channel or delineated wetland boundary to the closest impervious surface. However, in this subsection, protective area does not include any area of land adjacent to any stream enclosed within a pipe or culvert, such that runoff cannot enter the enclosure at this location.
 - [1] For outstanding resource waters and exceptional resource waters: 75 feet.
 - [2] For perennial and intermittent streams identified on a United States Geological Survey 7.5-minute series topographic map, or a county soil survey map, whichever is more current: 50 feet.
 - [3] For lakes: 50 feet.
 - [4] For wetlands not subject to Subsection **D(4)(a)[5]** or **[6]**: 50 feet.
 - [5] For highly susceptible wetlands: 75 feet. Highly susceptible wetlands include the following types: calcareous fens, sedge meadows, open and coniferous bogs, low prairies, coniferous swamps, lowland hardwood swamps and ephemeral ponds.
 - [6] For less susceptible wetlands: 10% of the average wetland width, but no less than 10 feet nor more than 30 feet. Less susceptible wetlands include degraded wetlands dominated by invasive species such as reed canary grass, cultivated hydric soils; and any gravel pits, or dredged material or fill material disposal sites that take on the attributes of a wetland.
 - [7] In Subsection **D(4)(a)[4]** through **[6]**, determinations of the extent of the protective area adjacent to wetlands shall be made on the basis of the sensitivity and runoff susceptibility of the wetland in accordance with the standards and criteria in § NR 103.03, Wis. Adm. Code.
 - [8] Wetland boundary delineations shall be made in accordance with § NR 103.08(1m), Wis. Adm. Code. This subsection does not apply to wetlands that have been completely filled in accordance with all applicable state and federal regulations. The protective area for wetlands that have been partially filled in accordance with all applicable state and federal regulations shall be measured from the wetland boundary delineation after fill has been placed. Where there is a legally authorized wetland fill, the protective area standard need not be met in that location.
 - [9] For concentrated flow channels with drainage areas greater than 130 acres: 10 feet.
 - [10] Notwithstanding Subsection **D(4)(a)[1]** to **[9]**, the greatest protective area width shall apply where rivers, streams, lakes and wetlands are contiguous.
 - (b) This subsection applies to post-construction sites located within a protective area, except those areas exempted pursuant to Subsection **D(4)(d)**.
 - (c) The following requirements shall be met:
 - [1] Impervious surfaces shall be kept out of the protective area entirely or to the maximum extent practicable. If there is no practical alternative to locating an impervious surface in the protective area, the stormwater management plan shall contain a written site-specific explanation.
 - [2] Where land-disturbing construction activity occurs within a protective area, and where no impervious surface is present, adequate sod or self-sustaining vegetative cover of 70% or greater shall be established and maintained. The adequate sod or self-sustaining vegetative cover shall be sufficient to provide for bank stability, maintenance of fish habitat and filtering of pollutants from upslope overland flow areas under sheet flow conditions. Nonvegetative materials, such as rock riprap, may be employed on the bank as necessary to prevent erosion, such as on steep slopes or where high-velocity flows occur.
 - [3] Best management practices such as filter strips, swales, or wet detention basins that are designed to control pollutants from nonpoint sources may be located in the protective area.
 - (d) This subsection does not apply to:
 - [1] Except as provided under § **288-18C**, redevelopment post-construction sites.
 - [2] In-fill development areas less than one acre.
 - [3] Structures that cross or access surface waters such as boat landings, bridges and culverts.
 - [4] Structures constructed in accordance with § 59.692(1v), Wis. Stats.
 - [5] Areas of post-construction sites from which runoff does not enter the surface water, including wetlands, without first being treated by a BMP to meet the local ordinance requirements for total suspended solids and peak flow reduction, except to the extent that vegetative ground cover is necessary to maintain bank stability.

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- (5) Fueling and vehicle maintenance areas. Fueling and vehicle maintenance areas shall, to the maximum extent practicable, have BMPs designed, installed and maintained to reduce petroleum within runoff, such that the runoff that enters waters of the state contains no visible petroleum sheen.
- (6) Site drainage. Measures shall be implemented to ensure proper site drainage, prevent property damage and protect public health and safety, including the following minimum requirements:
 - (a) Drainage easement. Perpetual drainage easements or other deed restrictions shall be recorded on the property to preserve major stormwater flow paths and permanent stormwater BMP locations. Covenants in these areas shall not allow buildings or other structures and shall prevent any grading, filling or other activities that interrupt or obstruct flows in any way. Covenants shall also specify maintenance responsibilities and authorities in accordance with § 288-21.
 - (b) Site grading. Site grading shall ensure positive flows away from all buildings, roads, driveways and septic systems, be coordinated with the general stormwater drainage patterns for the area, and minimize adverse impacts on adjacent properties.
 - (c) Street drainage. All street drainage shall be designed to prevent concentrated flows from crossing the traffic lanes to the maximum extent practicable. Design flow depths at the road center line for on-street drainage shall not exceed six inches during the peak flows generated by the 100-year, twenty-four-hour design storm, using planned land use conditions for the entire contributing watershed area.
 - (d) Bridges and cross-culverts. All new or modified bridges and cross-culverts shall comply with applicable design standards and regulations, facilitate fish passage and prevent increased flooding or channel erosion upstream or downstream from the structure. All bridges and cross-culverts on collector and arterial roadways shall be designed to convey the 100-year, twenty-four-hour design storm. All bridges and cross-culverts on local roadways shall be designed to convey ten-year, twenty-four-hour design storm, while providing an overland flow path that does not impact any structures for the 100-year, twenty-four-hour design storm. A floodplain analysis shall be required for all developments impacting a navigable waterway. This analysis must demonstrate no adverse off-site impacts, in accordance with state and federal regulations and may require larger structures than those specified above. Design flow depths at the road center line for all crossings shall not exceed six inches during peak flows generated by the 100-year, twenty-four-hour design storm, using planned land use conditions for the entire contributing watershed area. All predevelopment runoff storage areas within the flow path upstream of bridges and cross-culverts shall be preserved and designated as drainage easements, unless compensatory storage is provided and accounted for in modeling. As-built documentation shall be submitted for all new or modified structures that are located within a mapped floodplain or that the City determines to be necessary to maintain floodplain modeling for the applicable watershed.
 - (e) Subsurface drainage. To avoid property and other damages from groundwater, all buildings planned for human occupation on a regular basis shall meet all of the following:
 - [1] Basement floor surfaces shall be built a minimum of one foot above the highest groundwater table elevation, as documented in the submitted soil evaluations in accordance with City standards. On sloped sites, basements may be allowed partially below the highest groundwater table only on the upslope side if they meet City drainage system standards for design, discharge, engineering oversight, and long-term maintenance. For these sites, the one-foot groundwater separation will be enforced at the furthest downslope point of the basement.
 - [2] Avoid hydric soils as much as possible.
 - [3] The City shall be notified of any drain tiles that are uncovered during construction, which the City may require to be restored or connected to other drainage systems.
 - [4] No discharge of groundwater from tile lines, sump pumps or other means shall be allowed onto another person's land or any public space without the written approval of the City and the property owner.
 - [a] Where storm sewer is available, all cistern overflows, drain tile, downspouts, roof leaders, surface or area drains may be connected to it with the appropriate City permit.
 - [b] Where storm sewer is not available, all cistern overflows, drain tile, downspouts, roof leaders, surface or area drains or other clean water may be piped separately to the street curb or other place of disposal with the appropriate City permit.
 - (f) Open channels. All open channel drainage systems shall at a minimum be designed to carry the peak flows from a 100-year, twenty-four-hour design storm using planned land use for the entire contributing watershed area. Side slopes shall be no steeper than 4h:1v unless otherwise approved by the City for unique site conditions. Water surface elevations for the 100-year, twenty-four-hour design storm shall be calculated for all existing and proposed open channels.
 - (g) Storm sewers. All storm sewers shall be designed to convey the ten-year, twenty-four-hour design storm while providing an overland flow path that does not impact any structures for the 100-year, twenty-four-hour design storm, unless otherwise modified by the City.
 - (h) Changes to stormwater discharges. For sites where the City determines the post-development stormwater discharge flow paths will be significantly different than predevelopment conditions, or where proposed stormwater discharges may otherwise have a significant negative impact on downstream property owner(s), the City may require the applicant to submit written authorization, record a drainage easement, or complete other legal arrangements with the affected property owner(s) prior to permit issuance.
 - (i) Structure protection and safety. Flows generated by the 100-year, twenty-four-hour design storm under the planned land use conditions may exceed the design capacity of conveyance systems, but shall not come in contact with any buildings. For buildings designed for human occupation on a regular basis, the following additional requirements shall apply:
 - [1] The lowest elevation of the structure that is exposed to the ground surface shall be a minimum of two feet above the maximum water surface elevation produced by the 100-year, twenty-four-hour design storm, including flows through any stormwater BMP that may temporarily or permanently store water at a depth of greater than one foot; and

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- [2] The structure shall be set back at least 50 feet from any stormwater BMP that may temporarily or permanently store water at a depth of greater than one foot, including any internally drained area with a significant contributing watershed and/or limited runoff storage capacity, as determined by the City. Setback distance shall be measured from the closest edge of water at the elevation produced by the 100-year, twenty-four-hour design storm. The City may exempt existing structures and structures with no basement from this requirement if the City determines other site risks are minimal based on soil and site conditions.
- (7) Swale treatment for transportation facilities.
- (a) Applicability. Except as provided in Subsection **D(7)(b)**, transportation facilities that use swales for runoff conveyance and pollutant removal meet all of the water quality requirements of this section, if the swales are designed to the maximum extent practicable to do all of the following:
- [1] Be vegetated. However, where appropriate, nonvegetative measures may be employed to prevent erosion or provide for runoff treatment, such as rock riprap stabilization or check dams.
- [2] Swales shall comply with Wisconsin Department of Natural Resources Technical Standard 1005, "Vegetated Infiltration Swales." Transportation facility swale treatment does not have to comply with other sections of Technical Standard 1005.
- (b) Exemptions. The City may, consistent with water quality standards, require that other provisions be met on a transportation facility with an average daily travel of vehicles greater than 2,500 and where the initial surface water of the state that the runoff directly enters is any of the following:
- [1] An outstanding resource water.
- [2] An exceptional resource water.
- [3] Waters listed in § 303(d) of the federal Clean Water Act that are identified as impaired in whole or in part, due to nonpoint source impacts.
- [4] Waters where targeted performance standards are developed under § NR 151.004, Wis. Adm. Code, to meet water quality standards.
- (c) The transportation facility authority shall contact the City to determine if additional BMPs beyond a water quality swale are needed under this subsection.
- E. General considerations for on-site and off-site stormwater management measures. The following considerations shall be observed in managing runoff:
- (1) Natural topography and land cover features such as natural swales, natural depressions, native soil infiltrating capacity, and natural groundwater recharge areas shall be preserved and used, to the extent possible, to meet the requirements of this section.
- (2) Emergency overland flow for all stormwater facilities shall be provided to prevent exceeding the safe capacity of downstream drainage facilities and prevent endangerment of downstream property or public safety.
- (3) Unless deemed not possible by City staff, stormwater facilities may be located on outlots with direct access to adjacent public streets.
- F. Location and regional treatment option.
- (1) BMPs may be located on site or off site as part of a regional stormwater device, practice or system, but shall be in accordance with § NR 151.003, Wis. Adm. Code.
- (2) The City may approve off-site management measures provided that all of the following conditions are met:
- (a) The City determines that the post-construction runoff is covered by a stormwater management system plan that is approved by the City of Watertown and that contains management requirements consistent with the purpose and intent of this article.
- (b) The off-site facility meets all of the following conditions:
- [1] The facility is in place.
- [2] The facility is designed and adequately sized to provide a level of stormwater control equal to or greater than that which would be afforded by on-site practices meeting the performance standards of this article.
- [3] The facility has a legally obligated entity responsible for its long-term operation and maintenance.
- (3) Where a regional treatment option exists such that the City exempts the applicant from all or part of the minimum on-site stormwater management requirements, the applicant shall be required to pay a fee in an amount determined in negotiation with the City. In determining the fee for post-construction runoff, the City shall consider an equitable distribution of the cost for land, engineering design, construction, and maintenance of the regional treatment option.
- G. Alternate requirements. The City may establish stormwater management requirements more stringent than those set forth in this section if the City determines that an added level of protection is needed to protect sensitive resources, to control stormwater quantity or control flooding, comply with federally approved total maximum daily load requirements, or control pollutants associated with existing development or redevelopment.

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§ 288-19. Permitting requirements, procedures and fees.

- A. Permit required. No responsible party may undertake a land-disturbing construction activity without receiving a post-construction runoff permit from the City prior to commencing the proposed activity.
- B. Permit application and fees. Unless specifically excluded by this article, any responsible party desiring a permit shall submit to the City a permit application made on a form provided by the City for that purpose.
 - (1) Unless otherwise excepted by this article, a permit application must be accompanied by a stormwater management plan, a maintenance agreement and a nonrefundable permit administration fee.
 - (2) The stormwater management plan shall be prepared to meet the requirements of §§ **288-18** and **288-20**, the maintenance agreement shall be prepared to meet the requirements of § **288-21**, the financial guarantee shall meet the requirements of § **288-22**, and fees shall be those established by the City of Watertown as set forth in § **288-23**.
- C. Review and approval of permit application. The City shall review any permit application that is submitted with a stormwater management plan, maintenance agreement, and the required fee. The following approval procedure shall be used:
 - (1) Within 20 business days of the receipt of a complete permit application, including all items as required by Subsection **B**, the City shall inform the applicant whether the application, plan and maintenance agreement are approved or disapproved based on the requirements of this article.
 - (2) If the stormwater permit application, plan and maintenance agreement are approved, or if an agreed upon payment of fees in lieu of stormwater management practices is made, the City shall issue the permit.
 - (3) If the stormwater permit application, plan or maintenance agreement is disapproved, the City shall detail in writing the reasons for disapproval.
 - (4) The City may request additional information from the applicant. If additional information is submitted, the City shall have 20 business days from the date the additional information is received to inform the applicant that the plan and maintenance agreement are either approved or disapproved.
- D. Permit requirements. All permits issued under this article shall be subject to the following conditions, and holders of permits issued under this article shall be deemed to have accepted these conditions. The City may suspend or revoke a permit for violation of a permit condition, following written notification of the responsible party. An action by the City to suspend or revoke this permit may be appealed in accordance with § **288-25**.
 - (1) Compliance with this permit does not relieve the responsible party of the responsibility to comply with other applicable federal, state, and local laws and regulations.
 - (2) The responsible party shall design and install all structural and nonstructural stormwater management measures in accordance with the approved stormwater management plan and this permit.
 - (3) The responsible party shall notify the City at least three business days before commencing any work in conjunction with the stormwater management plan, three days prior to commencing work on the stormwater management practices, and within three business days upon completion of the stormwater management practices. If required as a special condition under Subsection **E**, the responsible party shall make additional notification according to a schedule set forth by the City so that practice installations can be inspected during construction.
 - (4) Practice installations required as part of this article shall be certified "as built" by a licensed professional engineer and furnished to the City in digital AutoCad format (.dwg or .dxf file format), in Adobe PDF format, and in ArcGIS shapefile format (.shp or FileGDB format) or other format as approved by Public Works Director/City Engineer. Files shall be tied to a coordinate system approved by the Public Works Director/City Engineer. Completed stormwater management practices must pass a final inspection by the City or its designee to determine if they are in accordance with the approved stormwater management plan and ordinance. The City or its designee shall notify the responsible party in writing of any changes required in such practices to bring them into compliance with the conditions of this permit.
 - (5) The responsible party shall notify the City of any significant modifications it intends to make to an approved stormwater management plan. The City may require that the proposed modifications be submitted for approval prior to incorporation into the stormwater management plan and execution by the responsible party.
 - (6) The responsible party shall maintain all stormwater management practices in perpetuity in accordance with the stormwater management plan until the practices either become the responsibility of the City of Watertown, or are transferred to subsequent private owners as specified in the approved maintenance agreement.
 - (7) The responsible party authorizes the City to perform any work or operations necessary to bring stormwater management measures into conformance with the approved stormwater management plan, and consents to a special assessment or charge against the property as authorized under Subch. VII of Ch. 66, Wis. Stats., or to charging such costs against the financial guarantee posted under § **288-22**.
 - (8) If so directed by the City, the responsible party shall repair at the responsible party's own expense all damage to adjoining municipal facilities and drainageways caused by runoff, where such damage is caused by activities that are not in compliance with the approved stormwater management plan.
 - (9) The responsible party shall permit property access to the City or its designee for the purpose of inspecting the property for compliance with the approved stormwater management plan and this permit.

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- (10) Where site development or redevelopment involves changes in direction, increases in peak rate and/or total volume of runoff from a site, the City may require the responsible party to make appropriate legal arrangements with affected property owners concerning the prevention of endangerment to property or public safety.
- (11) The responsible party shall provide a five-year guarantee on all facilities installed as part of the stormwater plan.
- (12) The responsible party is subject to the enforcement actions and penalties detailed in § 288-24, if the responsible party fails to comply with the terms of this permit.
- E. Permit conditions. Permits issued under this subsection may include conditions established by the City in addition to the requirements needed to meet the performance standards in § 288-18 or a financial guarantee as provided for in § 288-22.
- F. Permit duration. Permits issued under this section shall be valid for a period of three years from the date of issuance. The City may extend the period once for up to an additional three years or until all stormwater management practices have passed the final inspection required under Subsection D(4).

§ 288-20. Stormwater management plan.

- A. Plan requirements. The stormwater management plan required under § 288-18B shall contain any such information the City may need to evaluate the environmental characteristics of the area affected by land development activity, the potential impacts of the proposed development upon the quality and quantity of stormwater discharges, the potential impacts upon water resources and drainage utilities, and the effectiveness and acceptability of proposed stormwater management measures in meeting the performance standards set forth in this section. Unless specified otherwise by this section, stormwater management plans shall contain, at a minimum, the following information:
 - (1) Name, address, and telephone number for the following or their designees: landowner; developer; project engineer for practice design and certification; person(s) responsible for installation of stormwater management practices; and person(s) responsible for maintenance of stormwater management practices prior to the transfer, if any, of maintenance responsibility to another party.
 - (2) A proper legal description of the property proposed to be developed, referenced to the U.S. Public Land Survey system or to block and lot numbers within a recorded land subdivision plat.
 - (3) Predevelopment site conditions, including:
 - (a) One or more site maps at a scale of not greater than one inch equals 50 feet. The site maps shall show the following: site location and legal property description; predominant soil types and hydrologic soil groups; existing cover type and condition; topographic contours of the site at a scale not to exceed two feet; topography and drainage network including enough of the contiguous properties to show runoff patterns onto, through, and from the site; watercourses that may affect or be affected by runoff from the site; flow path and direction for all stormwater conveyance sections; watershed boundaries used in hydrology determinations to show compliance with performance standards; lakes, streams, wetlands, channels, ditches, and other watercourses on and immediately adjacent to the site; limits of the 100-year floodplain; location of wells and wellhead protection areas covering the project area and delineated pursuant to § NR 811.16, Wis. Adm. Code.
 - (b) Hydrology and pollutant loading computations as needed to show compliance with performance standards. Computations of the peak flow discharge rates and discharge volumes from each discharge point in the development. At a minimum, computations must be made for the following storms: one-, two-, ten-, and 100-year. All major assumptions used in developing input parameters shall be clearly stated. The geographic areas used in making the calculations shall be clearly cross-referenced to the required map(s).
 - (4) Post-development site conditions, including:
 - (a) Explanation of the provisions to preserve and use natural topography and land cover features to minimize changes in peak flow runoff rates and volumes to surface waters and wetlands.
 - (b) Explanation of any restrictions on stormwater management measures in the development area imposed by wellhead protection plans and ordinances.
 - (c) One or more site maps at a scale of not greater than one inch equals 50 feet showing the following: post-construction pervious areas including vegetative cover type and condition; impervious surfaces including all buildings, structures, and pavement; post-construction topographic contours of the site at a scale not to exceed two feet; post-construction drainage network including enough of the contiguous properties to show runoff patterns onto, through, and from the site; locations and dimensions of drainage easements; locations of maintenance easements specified in the maintenance agreement; flow path and direction for all stormwater conveyance sections; location and type of all stormwater management conveyance and treatment practices, including the on-site and off-site tributary drainage area; location and type of conveyance system that will carry runoff from the drainage and treatment practices to the nearest adequate outlet such as a curbed street, storm drain, or natural drainageway; watershed boundaries used in hydrology and pollutant loading calculations and any changes to lakes, streams, wetlands, channels, ditches, and other watercourses on and immediately adjacent to the site.
 - (d) Hydrology and pollutant loading computations as needed to show compliance with performance standards. The computations shall be made for each discharge point in the development, and the geographic areas used in making the calculations shall be clearly cross-referenced to the required map(s). Computations of the peak flow discharge rates and discharge volumes from each discharge point in the development including analysis of the safe capacity of downstream conveyance systems. At a minimum, computations must be made for the following storms: one-, two-, ten-, and 100-year. All major assumptions used in developing input parameters shall be clearly stated.
 - (e) Results of investigations of soils and groundwater required for the placement and design of stormwater management measures. Detailed drawings including cross-sections and profiles of all permanent stormwater conveyance and treatment practices.

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- (5) A description and installation schedule for the stormwater management practices needed to meet the performance standards in § 288-18.
 - (6) A maintenance plan developed for the life of each stormwater management practice including a map showing the BMP, access routes, easements and corresponding streets and water resources, the required maintenance activities and maintenance activity schedule. A vegetation plan should be included if applicable.
 - (7) Cost estimates for the construction, operation, and maintenance of each stormwater management practice.
 - (8) Results of impact assessments on wetland functional values, as applicable.
 - (9) Design computations and all applicable assumptions for stormwater conveyance (open channel, closed pipe) and stormwater treatment practices (sedimentation type, filtrations, infiltration type) as needed to show that practices are appropriately sized and capable of meeting the discharge performance standards of this section.
 - (10) Other information requested in writing by the City to determine compliance of the proposed stormwater management measures with the provisions of this article.
 - (11) All site investigations, plans, designs, computations, and drawings shall be certified by a licensed professional engineer to be prepared in accordance with accepted engineering practice and requirements of this article.
 - (12) Total amount of new/revised impervious area on property in square feet.
- B. Simplified plans. The City may allow simplified stormwater management plans for sites with less than one acre of land-disturbing construction activity.
- (1) Erosion Control Plans are required for construction sites with 3,000 square feet or more of land disturbance.
 - (2) Stormwater management plans including modeling or other calculations accepted for review by the Public Works Director/City Engineer detailed construction plans and stormwater maintenance agreements and are required for construction sites with 21,780 square feet or more of new impervious surface.
- C. Alternate requirements. The City may prescribe alternative submittal requirements for applicants seeking an exemption to on-site stormwater management performance standards under § 288-18D.

§ 288-21. Maintenance agreement.

- A. Maintenance agreement required. The maintenance agreement required under § 288-19B for stormwater management practices shall be an agreement between the City and the responsible party to provide for maintenance of stormwater practices beyond the duration period of this permit. The maintenance agreement shall be filed with the County Register of Deeds as a property deed restriction so that it is binding upon all subsequent owners of the land served by the stormwater management practices.
- B. Agreement provisions. The maintenance agreement shall contain the following information and provisions and be consistent with the maintenance plan required by § 288-20A(6):
- (1) Identification of the stormwater facilities and designation of the drainage area served by the facilities.
 - (2) A schedule for regular maintenance of each aspect of the stormwater management system consistent with the stormwater management plan required under § 288-19B.
 - (3) Identification of the party(s) responsible for long-term maintenance of the stormwater management practices identified in the stormwater management plan required under § 288-19B.
 - (4) Requirement that the responsible party(s) shall maintain stormwater management practices in accordance with the schedule included in Subsection B(2) and shall submit an inspection and maintenance summary report to the City per the inspection frequency described in the maintenance plan and at least once every three years.
 - (5) Authorization for the City to access the property to conduct inspections of stormwater management practices as necessary to ascertain that the practices are being maintained and operated in accordance with the agreement.
 - (6) A requirement of the City to maintain public records of the results of the site inspections, to inform the responsible party responsible for maintenance of the inspection results, and to specifically indicate any corrective actions required to bring the stormwater management practice into proper working condition.
 - (7) Agreement that the party designated under Subsection B(3), as responsible for long-term maintenance of the stormwater management practices, shall be notified by the City of maintenance problems which require correction. The specified corrective actions shall be undertaken within a reasonable time frame as set by the City.
 - (8) Authorization of the City to perform the corrected actions identified in the inspection report if the responsible party designated under Subsection B(3) does not make the required corrections in the specified time period. The City shall enter the amount due on the tax rolls and collect the money as a special charge against the property pursuant to Subch. VII of Ch. 66, Wis. Stats.

§ 288-22. Financial guarantee.

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- A. Establishment of the guarantee. The City may require the submittal of a financial guarantee, the form and type of which shall be acceptable to the City. The financial guarantee shall be up to an amount determined by the City to be 120% of the estimated cost of construction and the estimated cost of maintenance of the stormwater management practices during the period which the designated party in the maintenance agreement has maintenance responsibility. The financial guarantee shall give the City the authorization to use the funds to complete the stormwater management practices if the responsible party defaults or does not properly implement the approved stormwater management plan, upon written notice to the responsible party by the City that the requirements of this article have not been met.
- B. Conditions for release. Conditions for the release of the financial guarantee are as follows:
 - (1) The City shall release the portion of the financial guarantee established under this section, less any costs incurred by the City of Watertown to complete installation of practices, upon submission of as-built plans by a licensed professional engineer. The City may make provisions for a partial pro-rata release of the financial guarantee based on the completion of various development stages.
 - (2) The City shall release the portion of the financial guarantee established under this section to assure maintenance of stormwater practices, less any costs incurred by the City, at such time that the responsibility for practice maintenance is passed onto another entity via an approved maintenance agreement.

§ 288-23. Fee schedule.

The fees referred to in other sections of this article shall be established by the Common Council and may from time to time be modified by resolution. A schedule of the fees established by the Common Council shall be available for review in City Hall. The fee shall cover all City and consultant costs to review the permit application.

§ 288-24. Enforcement.

- A. Any land-disturbing construction activity or post-construction runoff initiated after the effective date of this article by any person, firm, association, or corporation subject to the article provisions shall be deemed a violation unless conducted in accordance with the requirements of this article.
- B. The City shall notify the responsible party by certified mail of any noncomplying land-disturbing construction activity or post-construction runoff. The notice shall describe the nature of the violation, remedial actions needed, a schedule for remedial action, and additional enforcement action which may be taken.
- C. Upon receipt of written notification from the City under Subsection B, the responsible party shall correct work that does not comply with the stormwater management plan or other provisions of this permit. The responsible party shall make corrections as necessary to meet the specifications and schedule set forth by the City in the notice.
- D. If the violations to a permit issued pursuant to this article or violations to the requirements of this article on a site where work began prior to obtaining a permit are likely to result in damage to properties, public facilities, or waters of the state, the City may enter the land and take emergency actions necessary to prevent such damage. The costs incurred by the City plus interest, consultant and legal costs shall be billed to the responsible party.
- E. The City is authorized to post a stop-work order on all land-disturbing construction activity that is in violation of this article, issue a citation, or to request the City Attorney to obtain a cease and desist order in any court with jurisdiction.
- F. The City may revoke a permit issued under this article for noncompliance with article provisions.
- G. Any permit revocation, stop-work order, or cease and desist order shall remain in effect unless retracted by the City or by a court with jurisdiction.
- H. The City is authorized to refer any violation of this article, or of a stop-work order or cease and desist order issued pursuant to this article, to the City Attorney for the commencement of further legal proceedings in any court with jurisdiction.
- I. Any person, firm, association, or corporation who does not comply with the provisions of this article shall be subject to a forfeiture of not less than \$100 nor more than \$1,000 per offense, together with the costs of prosecution. Each day that the violation exists shall constitute a separate offense.
- J. Compliance with the provisions of this article may also be enforced by injunction in any court with jurisdiction. It shall not be necessary to prosecute for forfeiture or a cease and desist order before resorting to injunctive proceedings.
- K. When the City determines that the holder of a permit issued pursuant to this article has failed to follow practices set forth in the stormwater management plan, or has failed to comply with schedules set forth in said stormwater management plan, or a permit was not obtained prior to the start of work on site, the City or a party designated by the City may enter upon the land and perform the work or other operations necessary to bring the condition of said lands into conformance with requirements of the approved plan. The City shall keep a detailed accounting of the costs and expenses of performing this work. These costs and expenses shall be deducted from any financial security posted pursuant to § 288-22 of this article. Where such a security has not been established, or where such a security is insufficient to cover these costs, the costs and expenses shall be entered on the tax roll as a special charge against the property and collected with any other taxes levied thereon for the year in which the work is completed.

§ 288-25. Appeals.

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A. Public works commission. The Public Works Commission shall act as the review and appeal agency and:

- (1) Shall hear and decide appeals where it is alleged that there is error in any order, decision or determination made in administering this article except for citations and cease and desist orders obtained under § **288-24E**;
- (2) Upon appeal, may authorize variances from the provisions of this article which are not contrary to the public interest and where owing to special conditions a literal enforcement of the provisions of the article will result in unnecessary hardship; and
- (3) Shall use the rules, procedures, duties and powers authorized by statute in hearing and deciding appeals and authorizing variances.

B. Who may appeal. Appeals to the Public Works Commission may be taken by any aggrieved person or by any office, department, board, or bureau of the City of Watertown affected by any decision of the City.

§ 288-26. Severability.

If any section, clause, provision or portion of this article is judged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the article shall remain in force and not be affected by such judgment.

City of Watertown, WI
Tuesday, December 3, 2024

Chapter 453. Stormwater Management

Article III. Stormwater Maintenance

[Added 4-3-2023 by Ord. No. 23-08]

§ 453-32. Scope.

Stormwater best management practices (BMP) are designed and constructed to reduce the amount of localized flooding and to improve downstream water quality. Inspections and maintenance of these BMPs are necessary to ensure that the BMP is functioning as designed.

§ 453-33. Findings.

- A. Lack of long-term maintenance of stormwater best management practices (BMP) can lead to malfunction or failure of the practice, resulting in flooding, damage to public infrastructure, nuisance conditions, property damage, reduced property value, environmental degradation, and other adverse impacts upstream or downstream of the BMP.
- B. The Wisconsin Department of Natural Resources (WDNR) Municipal Separate Storm Sewer System (MS4) Permit requires the City ensure that ongoing inspections and maintenance are performed on any stormwater BMPs that are designed and installed to meet City stormwater management requirements.

§ 453-34. Definitions.

As used in this article, the following terms shall have the meanings indicated:

DRAINAGE AND STORMWATER UTILITY EASEMENTS

An area that has been conveyed to a municipality for water runoff drainage, flood control, water quality treatment or access to storm sewer and stormwater management practices.

MAINTENANCE AGREEMENT

A legal document that provides for long-term maintenance of stormwater management practices.

MAINTENANCE PLAN

A document that is developed for the life of each stormwater management practices including the required maintenance activities and an inspection and maintenance activity schedule.

MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT

A National Pollutant Discharge and Elimination System (NPDES) permit issued to a municipality to control the amount of pollution reaching local waterways via the storm sewer system which is not a combined sewer system.

OWNER

Any person(s) or entity holding fee title to the property upon which the stormwater management practice is located, as recorded at the local county register of deeds.

PRIVATELY OWNED BMPs

Any BMP located on property owned by a single owner, business, entity, condo associations, homeowners associations, stormwater associations, fractional ownership or other nongovernmental entity.

STORMWATER

Water from rain, snow or ice melt, or dewatering that moves over the land surface via sheet or channelized flow.

STORMWATER BEST MANAGEMENT PRACTICE (BMP)

Any permanent stormwater management facility designed to collect or manage the quantity or quality of stormwater runoff. Some examples include but are not limited to: wet or dry detention basin, infiltration trench or basin, biofilter, constructed wetland, stilling basin, sand filter, permeable pavement, underground detention, manufactured proprietary device, rain garden, vegetated buffer or filter strip, or any combination of these or other permanent stormwater management feature.

TECHNICAL STANDARD

A document that specifies design, predicted performance, construction or testing methods, material use, and operation and maintenance requirements for a stormwater management practice. Examples include but are not limited to those published by the Wisconsin Department of Natural Resources (WDNR), the USDA-Natural Resource Conservation Service (NRCS), the City of Watertown and other authoritative resources on stormwater management.

§ 453-35. Applicability.

This article applies to all stormwater management best management practices (BMPs) located within the jurisdictional boundaries of the City of Watertown and that portion of the Town of Emmet, Dodge County, Wisconsin, that is subject to the City's Plat Review Jurisdiction as set forth in Resolution Exhibit No. 6152 and recorded on September 25, 1997 in Volume 937 on Page 86 as document No. 851436 in the Dodge County Office of the Register of Deeds and the Chapter **288**, Municipal Code, regardless of approval date, who issued the approval, construction date, or the design, location or ownership of the stormwater BMP.

- A. Stormwater BMP owners on property owned by multiple owners, including but not limited to homeowners associations, stormwater associations and condominium associations shall maintain the current owner or agent contact information on file with the City of Watertown Engineering Division.

§ 453-36. Ultimate responsibility.

- A. Where no stormwater maintenance agreement exists, all lot and tract owners within a subdivision and property owners whose property benefits from the stormwater management system and facilities shall be ultimately responsible for the maintenance of the stormwater management system and facilities, whether or not a homeowners' association or property owners' association is the designated responsible entity.
- B. In the event the City obtains ownership of stormwater management systems and facilities once privately owned or owned by another governmental entity as the result of or arising from enforcement action under this section, as the result of annexation, or by any other means, the City shall have the right to continue to assess and charge each of the property owners benefiting from the stormwater management systems and facilities for ongoing maintenance, repair, replacement and administrative expenses relating to such stormwater management systems and facilities.
- C. Where existing City-approved private storm sewer and/or best management practices are in a state of disrepair, not constructed in accord with approved plans, or present an obstruction to the drainage system, and the resulting drainage overflows cause damage to the roadway or adjacent public or private lands, the Director of Public Works/City Engineer is authorized to resolve the drainage problem such that the system is functioning in accord with the approved design. Authorized actions include, but are not limited to: removal of any drainage obstructions (at existing inlets, at existing ditch lines and similar locations); regrading of existing ditch lines; repairing best management practices to bring them into compliance with the approved design; and construction of improvements to the stormwater management systems such that they are constructed in accordance with the approved plans. The costs of this work shall be charged back to the owner per § ~~453-3941D~~.

§ 453-37. Inspections.

- A. Inspection frequency. Inspections are required per the frequency described in the individual stormwater maintenance plan and at least as often as described in the most current version of the City of Watertown Stormwater BMP Maintenance Program (on file with the City of Watertown Engineering Division), the City of Watertown Post-Construction Stormwater Management Program and the Wisconsin Department of Natural Resources Municipal Separate Storm Sewer System (MS4) Permit.
- (1) The City of Watertown Engineering Division has detailed information on most stormwater BMPs located within the City. Please contact the Director of Public Works/City Engineer for individual BMP plans, maintenance plans, and City stormwater program information.
- B. Inspection reports. The BMP inspection report shall contain the following information:
- (1) BMP owner contact information.
- (2) BMP location with site map.
- (3) BMP condition (details include inlets, outlets, vegetation, debris, litter, riprap, sediment, water level, berms and swales).
- (4) Recommendations for maintenance, as applicable.

- (5) Date of completed maintenance, if known.
 - (6) Date of Inspection.
 - (7) Signature of Inspector.
 - (8) BMP type (i.e., wet or dry detention pond, biofilter, etc.).
- C. Inspection report submittal to City. All stormwater BMP inspection reports shall be submitted to the City of Watertown Engineering Division within 60 days of inspection.

§ 453-38. Maintenance.

- A. Routine maintenance. All stormwater BMPs shall be maintained in accordance with the measures described in the individual stormwater BMP maintenance plan and as outlined in the most recent version of the Wisconsin Department of Natural Resources (WDNR) Conservation Technical Standards or other authoritative technical stormwater resource (technical standards).
- B. Maintenance required following inspection. Upon receipt of an inspection report that recommends the completion of maintenance work or by order of the Director of Public Works/City Engineer, the owner(s) of a stormwater BMP shall, at the owner's cost, complete all maintenance work recommended in the report or ordered by the Director of Public Works/City Engineer within a reasonable time period, as determined by the Director of Public Works/City Engineer. All maintenance work shall comply with the applicable stormwater BMP maintenance plan and the applicable technical standards.
- C. Confirmation of maintenance to City. The owner(s) of the stormwater BMP shall submit a maintenance report to the Director of Public Works/City Engineer within 60 days of the completion of BMP maintenance. The maintenance report shall include:
 - (1) BMP owner contact information.
 - (2) BMP location with site map.
 - (3) Date of completed maintenance.
 - (4) Signature of BMP owner(s).
 - (5) Accurate description of the completed work.
 - (6) Photos of the completed work.
 - (7) Any applicable professional verifications, including WDNR NR 528 sediment evaluation.
 - (8) Any other information determined by the Director of Public Works/City Engineer as necessary to determine compliance with the approved stormwater BMP plans or this ordinance.
- D. City authorization to complete work. The City is authorized to perform the corrected actions identified in the inspection report if the owner(s) does not make the required corrections in the specified time period. The City may perform corrective actions in the event of an emergency without prior notification to the owner. The City shall enter the amount due on the tax rolls and collect the money as a special charge against the property pursuant to Such. VII of Ch. 66, Wis. Stats.

§ 453-39. Drainage and stormwater utility easements.

- A. Easements. Stormwater utility/drainage easements should be identified on the preliminary and final plats, maintenance agreement or other document and recorded with the local county register of deeds to run in perpetuity with the property.
- B. Access. The City has the authority to enter the easement area to access the stormwater utility/drainage swale and/or the stormwater BMP to inspect and perform maintenance.
- C. Maintenance responsibilities. The owner(s) is responsible for the ongoing routine maintenance activities including but not limited to mowing and removal of debris within the stormwater utility/drainage swale. Items that are prohibited from being stored within the stormwater utility/drainage swale or easement include:
 - (1) Brush and compost bins and piles, fertilizers.
 - (2) Wood piles.
 - (3) Permanent structural landscaping features including but not limited to fences, retaining walls, raised garden beds, trees, shrubs, and filling or grading or land.
 - (4) Recreational furniture and equipment including but not limited to swingsets, sandboxes, firepits, and above ground pools.
 - (5) Grills.

- (6) Vehicles, trailers, boats or campers.
 - (7) Sheds and other storage structures.
 - (8) Any items that may prevent or block the managed flow of stormwater during a rain or snow melt event whether resting in place or by floating downstream.
- D. The City is authorized to perform the corrected actions identified in the inspection report if the owner(s) does not make the required corrections in the specified time period. The City may perform corrective maintenance in the event of an emergency without prior notification to the owner. The costs of this work shall be charged back to the owner per § ~~453-3941~~D.

§ 453-40. Maintenance of effort.

For redevelopment sites where the redevelopment will be replacing older development that was subject to post-construction performance standards of Ch. NR 151, Wis. Adm. Code, in effect on or after October 1, 2004, the owner(s) shall meet the total suspended solids reduction, peak flow control, infiltration, and protective areas standards applicable to the older development or meet the redevelopment standards of this article, whichever is more stringent. Routine and occasional maintenance of these facilities is required by the owner.

§ 453-41. Enforcement.

- A. The City shall notify the owner(s) by certified mail of any noncompliance with this article. The notice shall describe the nature of the violation, remedial actions needed, a scheduled for remedial action, and additional enforcement action which may be taken.
- B. Upon receipt of written notification from the City under Subsection A, the owner(s) shall correct work that does not comply with this article. The owner(s) shall make corrections as necessary to meet the specifications and schedule set forth by the City in the notice.
- C. The City is authorized to refer any violation of this article to the City Attorney for the commencement of further legal proceedings in any court with jurisdiction.
- D. Any person, firm, association or corporation who does not comply with the provisions of this article shall be subject to a forfeiture of not less than \$100 nor more than \$1,000 per offense, together with the costs of prosecutions. Each day that the violation exists shall constitute a separate offense.
- E. Compliance with the provisions of this article may also be enforced by injunction in any court with jurisdiction. It shall not be necessary to prosecute for forfeiture or a cease-and-desist order before petitioning for or obtaining an injunction.
- F. When the City determines that the owner of a property has failed to be compliant with the requirements of this article, or has failed to comply with the schedules set forth in the applicable stormwater management plan, the City or a party designated by the City may enter upon the land and perform the work or other operations necessary to bring the condition of said lands into conformance with requirements of the approved plan. The City shall keep a detailed account of the costs and expenses of performing this work. The costs and expenses shall be entered on the tax roll as a special charge against the property and collected with any other taxes levied thereon from the year in which the work is completed.

§ 453-42. Conflicting ordinances.

This article supersedes all provisions of ordinances previously enacted by the City of Watertown relating to the long-term maintenance of stormwater management practices.

§ 453-43. Declaration of severability.

If any section, clause or provision of this article is judged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this article shall remain in force and shall not be affected by such judgement.