

COMMON COUNCIL MEETING AGENDA

TUESDAY, JULY 02, 2024 AT 7:00 PM

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

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

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

- 1. CALL TO ORDER
- 2. ROLL CALL
- 3. PLEDGE OF ALLEGIANCE

4. MINUTES OF COUNCIL MEETING HELD

A. Meeting minutes from June 18, 2024

5. COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT

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

6. PUBLIC HEARING

A. Rezone 700 Hoffman Drive from PO, Planned Office and Institutional to SR-4, Single Family Residential; TR-6, Two-Family Residential; and MR-10, Multi-Family Residential to create an 88-lot subdivision

7. REPORTS

- A. HP Design Minutes from March 7, 2024
- B. Tourism minutes from May 9, 2024
- C. Plan Commission minutes from June 10, 2024
- D. Finance Committee minutes from June 10, 2024
- E. Park, Recreation, and Forestry minutes from June 17, 2024
- F. Finance Committee minutes from June 18, 2024
- G. Senior Center Advisory Board minutes from June 18, 2024
- H. RDA minutes from June 19, 2024
- L. Town Square Planning Commission Minutes From June 19, 2024

8. NEW BUSINESS

A. Review and take action: Committee Appointments

9. MISCELLANEOUS BUSINESS

A. Payroll Summary - May 29, 2024 through June 11, 2024

10. RESOLUTIONS

- A. Exh. 9623 Initial Resolution to discontinue public way on Jones Street near its intersection with N. First Street (Sponsor: Mayor Emily McFarland From: Plan Commission)
- B. Exh. 9624 Resolution to modify 2024 Fund 01 budget (Sponsor: Mayor McFarland From: Finance Committee)

- C. Exh. 9625 Resolution to Enter into a Lease for an Airport Hangar Located at 1819 River Drive, PIN: 291-0815-0931-001 (Sponsor: Mayor McFarland From: Plan Commission)
- D. Exh. 9626 Resolution to Enter into a Lease for an Airport Hangar Located at 1832 River Drive, PIN: 291-0815-0931-001 (Sponsor: Mayor McFarland From: Plan Commission)
- E. Exh.9627 Resolution to Approve US Cellular equipment upgrades on City Hall Tower (Sponsor: Alder. Board From: Public Works Commission)
- Exh. 9628 Resolution to Award 2024 Sidewalk Placement Program Contract #11-24 to Next Generation Construction, LLC, Beloit, WI (Sponsor: Alder. Board From: Public Works Commission)

11. COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT

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

12. ADJOURNMENT

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

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

Common Council Minutes June 18, 2024

Mayor McFarland called the regular meeting of the City of Watertown Common Council to order at 7:00 p.m. on Tuesday, June 18, 2024. This meeting was open for attendance in the council chambers as well as virtually.

ROLL CALL

Roll call indicated the following Alderpersons present: Ald. Davis, Lampe, Board, Bartz, Blanke (virtual), Smith (virtual – due to technical difficulties, Ald. Smith was present at roll call but unable to use mic. At 7:12 p.m. the difficulty was resolved), Schmid, Wetzel and Moldenhauer. City staff present were City Attorney Steven T. Chesebro, Police Chief David Brower, Finance Director Mark Stevens, and City Clerk Megan Dunneisen.

PLEDGE OF ALLEGIANCE

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

MINUTES OF PRECEDING MEETING

Mayor McFarland inquired if there were additions or corrections to minutes of the Common Council meeting held Tuesday, June 4, 2024. There being none, minutes were accepted as presented.

COMMENTS & SUGGESTIONS FROM CITIZENS PRESENT

No comments were received.

REPORTS

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

The following reports were received and filed: Plan Commission Minutes from May 13, 2024, Licensing Board minutes from May 15, 2024, Licensing Board minutes from May 29, 2024, Public Safety and Welfare minutes from June 5, 2024, Site Plan Review Minutes from June 10, 2024.

COMMUNICATIONS & RECOMMENDATIONS

Chief Brower and Mayor McFarland gave recognition to Joel Saeger with the Municipal Building for twenty years and Jeremy Lingle with the Police Department for fifteen years. The Watertown Fire Department Monthly Report for May 2024 was presented.

NEW BUSINESS

Ald. Wetzel moved to approve Melissa Lampe – serving her first one-year term expiring June 2025 (replacing Amanda Kostroski) to the Tourism Commission, seconded by Ald. Moldenhauer and carried by voice vote with Ald. Lampe abstaining.

ACCOUNTS PAYABLE

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

MISCELLANEOUS BUSINESS

Payroll Summary - May 15, 2024 through May 28, 2024 and Cash and Investments - May 31, 2024 were presented.

LICENSES:

Ald. Bartz moved to approve the application for a "Class B" Malt and Liquor License from Tequila Nights LLC DBA Tequila Nights (Michael Martin, Agent) located at 617 South 1st Street for licensing year July 1 2024 - June 30, 2025 (former M&M bar) conditioned on all inspections being passed, seconded by Ald. Lampe and carried by voice vote (no vote for Ald. Smith due to technical difficulties).

Section 4, Item A.

Ald. Lampe moved to approve the application for Temporary Class "B" Beer and Tem "Class B" Wine license from American Legion Pitterle-Beaudoin Post 189 at Riverside Park for the July 4th Celebration event on Wednesday, July 3, and Thursday, July 4, 2024, seconded by Ald. Bartz and carried by voice vote (no vote for Ald. Smith due to technical difficulties).

Ald. Moldenhauer moved to approve the applications for Temporary "Class B" Wine Licenses for the 8th Annual Wine Walk event hosted by Watertown Area Chamber of Commerce on September 5, 2024, during the hours of 4:30 p.m. and 8:00 p.m. Locations include: Ava's A Posh Boutique, 209 E Main St; Bradow Jewelers, 217 E Main St; Brown's Shoe Fit Co, 212 E Main St; Central Block Kitchen & Design, 300 E Main St; Draeger's Floral, 618 E Main St; Fuelify, 114 N Water St; Oswald Konz Financial Group, 118 W Main St; Rock River Chimney & Fireplace, 216 S Third St; Thrivent Financial, 116 S Third St; and White Oak Builders, 14 E Main St, seconded by Ald. Bartz and carried by unanimous voice vote. (no vote for Ald. Smith due to technical difficulties).

Ald. Bartz moved to approve the renewals of the following COMPLETED license applications: "Class B" Combination Malt and Liquor Licenses, "Class A" Malt Licenses, "Class B" Malt Licenses, "Class C" Wine Licenses, "Class A" Combination Malt and Liquor Licenses listed on Exhibit A, seconded by Ald. Lampe. Ald. Bartz made a motion to amend to separate out Watertown Bowl North and Watertown Bowl, seconded by Ald. Board and carried by unanimous voice vote. Motion to approve COMPLETED license applications: "Class B" Combination Malt and Liquor Licenses, "Class A" Malt Licenses, "Class B" Malt Licenses, "Class C" Wine Licenses, "Class A" Combination Malt and Liquor Licenses listed on Exhibit A minus Watertown Bowl North and Watertown Bowl 18 carried by unanimous voice vote. Ald. Lampe made a motion to approve renewal application for "Class B" combination Malt and Liquor Licenses for Watertown Bowl North and Watertown Bowl 18, seconded by Ald. Bartz and carried by voice vote with Ald. Blanke abstaining.

Ald. Wetzel moved to approve the renewals of Secondhand Article / Jewelry Licenses listed on Exhibit B, seconded by Ald. Davis and carried by unanimous voice vote.

Ald. Bartz moved to approve the incomplete/not recieved renewals of the following: "Class B" Combination Malt and Liquor Licenses, "Class A" Malt Licenses, and "Class A" Combination Malt and Liquor Licenses listed on Exhibit C conditioned on requirements listed being met, seconded by Ald. Lampe and carried by unanimous voice vote.

Ald. Lampe moved to approve the Temporary Premises Amendment application (including required fencing) by Erin Schroeder for Run-Inn Erin's 700 N Fourth St. for June 22, 2024, during the hours of 11:00 am - 7:00 pm, seconded by Ald. Bartz and carried by unanimous voice vote.

Ald. Lampe moved to deny the application for a "Class A" Malt and Liquor License from Watertown Liquor Depot DBA Liquor Depot (Hydn Heisel, Agent) located at 1907 Market Way Ste C for licensing year July 1 2024 - June 30, 2025 due to Categories IV. V. and VI of the City of Watertown Licensing Guidelines, seconded by Ald. Bartz and carried by unanimous voice vote.

RESOLUTIONS

Resolutions below are listed in order of the agenda but may not be the order by which they were taken up at the Council meeting. Exh. 9617 - Resolution to approve State Municipal Maintenance Agreement for Highway 16 Roundabout Project (Sponsor: Mayor McFarland From: Finance Committee). Ald. Moldenhauer moved to adopt resolution 9617, seconded by Ald. Wetzel and carried by roll call vote: Yes-9; No-0; Abstain-0.

Exh. 9618 - Resolution to approve revised State Municipal Financial Agreement for Downtown Main Street Reconstruction Project (Sponsor: Mayor McFarland From: Finance Committee). Ald. Davis moved to adopt resolution 9618, seconded by Ald. Moldenhauer and carried by roll call vote: Yes-9; No-0; Abstain-0.

Exh. 9619 - Resolution to approve the preliminary plat of Rock River Ridge Subdivision (Sponsor: Mayor Emily McFarland From: Plan Commission). Ald. Wetzel moved to adopt resolution 9619, seconded by Ald. Moldenhauer and carried by roll call vote: Yes-9; No-0; Abstain-0.

Exh. 9620 - Resolution to Approve IGA for Law Enforcement IT Services (Sponsor: Mayor McFarland From: Finance Committee). Ald. Moldenhauer moved to adopt resolution 9620, seconded by Ald. Lampe and carried by roll call vote: Yes-9; No-0; Abstain-0.

Section 4, Item A.

Exh. 9621 - Resolution for Wastewater Utility 2023 Compliance Maintenance Annual (CMAR) (Sponsor: Ald. Board From: Public Works Commission). Ald. Board moved to adopt resolution 9621, seconded by Ald. Wetzel and carried by unanimous voice vote.

Exh. 9622 - Resolution to Approve Development Agreement Between City of Watertown, Wisconsin and Greater Watertown Community Health Foundation (Sponsor: Mayor McFarland From: Finance Committee). Ald. Moldenhauer moved to adopt resolution 9622, seconded by Ald. Davis and carried by roll call vote: Yes-9; No-0; Abstain-0

COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT

No comments were received.

ADJOURNMENT

There being no further business to come before the Council at this time, Ald. Davis moved to adjourn, seconded by Ald. Bartz, and carried by unanimous voice vote at 7:27 p.m.

Respectfully Submitted,

Megan Dunneisen, City Clerk

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

NOTICE OF PUBLIC HEARING

Pursuant of Section § 62.23(7) of the Wisconsin State Statutes and Section § 550-141 of the City of Watertown Municipal Code, a notice is hereby given by the Common Council of the City of Watertown, Wisconsin, that a public hearing will be held on the 2nd day of July, 2024 in the Council Chambers of the Municipal Building, 106 Jones Street, Watertown, Wisconsin at 7:00 P.M., or shortly thereafter, to consider the request of Greater Watertown Community Health Foundation (applicant and owner), pursuant to Section § 550-141B(2), to rezone the parcel from PO, Planned Office and Institutional Zoning District to SR-4, Single-Family Residential Zoning District, TR-6 Two-Family Residential Zoning District, and MR-10, Multi-Family Residential Zoning District. The applicant is proposing to create an 88-lot subdivision. 700 Hoffman Drive is further described as follows:

LOT 1, CSM 4146-20-181, DOC 1064067. EX CSM 6088-35-276, DOC 1428518. (Parcel Number 291-0815-0814-001).

All persons wishing to be heard are invited to be present. Written comments may be submitted to City Clerk Megan Dunneisen, 106 Jones Street, Watertown, WI 53094.

CITY OF WATERTOWN
Brian Zirbes
Zoning & Floodplain Administrator

BZ/nmz

PUBLISH:

June 17, 2024 and June 24, 2024

(BLOCK AD)

NE 1/4 8-8-15

PRELIMINARY PLAT

ROCK RIVER RIDGE

A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 4146, BEING A PART OF THE NORTHWEST 1/4, NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 8 NORTH, RANGE 15 EAST, IN THE CITY OF WATERTOWN, JEFFERSON COUNTY, WISCONSIN.

10,908 S.F

12,181 S.F.

9,000 S.F.

9,000 \$.7

8,000 S.F.

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12,182 S.F.

10,152 S.F.

26√10,152 S.F.

szk-07-12



● INDICATES FOUND 1" IRON PIPE UNLESS OTHERWISE NOTED

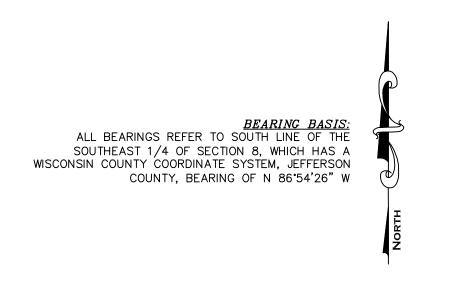
O INDICATES 2 INCH DIA. IRON PIPE, 18 I INCHES IN LENGTH, WEIGHING 3.65 LBS PER LINEAL FOOT, SET.

ALL OTHER LOT CORNERS ARE 1 INCH

DIA. IRON PIPE, 18 INCHES IN LENGTH,

WEIGHING 1.68 LBS PER LINEAL FOOT,

⚠ INDICATES P.K. NAIL, FOUND



NORTHEAST CORNER

NORTHEAST 1/4 SEC 8-8-15 ALUM CAP FOUND N. 623,142.20 E. 875,133.71

OWNER/SUBDIVIDER: HOFFMANN MATZ, LLC 600 E. MAIN ST. WATERTOWN, WI 53094

04.13,32.

24" RCP INV. = 791.66

' RCP INV. = 791.45

60" RCP E & S INV. = 780.86

Proposed Zoning MR-10 Multi-Family Residential 10

Lot 88 and Park dedication

SURVEYOR: CAPITOL SURVEY ENTERPRISES 2015 LaCHANDELLE CT. BROOKFIELD, WI 53045 262-786-6000

406,527 \$.F.

CITY OF WATERTOWN

FOR PARK PURPOSES

133,287 \$.F.

(S 87°44'59" E)

N 86'54'23" W 2826.47'

NORTH LINE NORTHEAST 1/4 SECTION 8 NORTHEAST 1/4 NORTHEAST 1/4 SEC 8-8-15 ALUM CAP FOUND N. 623,294.74 E. 872,311.36 40' WIDE WATERMAIN EASEMENT S 05'08'47" W LOT 1 OF CERTIFIED SURVEY MAP NO. 4146 RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR JEFFERSON COUNTY, WISCONSIN ON AUGUST 24, 2001,

> Proposed Zoning TR-6 Two Family Resider Lots 1-9, Outlot 1

IN VOLUME 20, PAGE 181 AS DOCUMENT NO. 1064067, A DIVISION OF LAND LOCATED IN THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 8 NORTH, RANGE 15 EAST, 12TH WARD, OUTLOT 41, IN THE CITY OF WATERTOWN, JEFFERSON COUNTY, WISCONSIN. EXCEPTING THEREFROM LOT 7 OF CERTIFIED SURVEY MAP NO. 6088 RECORDED IN VOLUME 35 OF CERTIFIED SURVEYS ON PAGE 276 AS DOCUMENT NO. 1428518. CONTAINING: 2,115,957 SQ. FT. OR 48.5757 ACRES

NORTHWEST CORNER

1. SUBJECT PROPERTY ZONED: PO, PLANNED OFFICE AND INSTITUTIONAL. 2. SETBACKS BASED ON CITY OF WATERTOWN ZONING CODE AND ARE AS FOLLOWS: [1] BUILDING TO FRONT OR STREET SIDE LOT LINE: 25 FEET, 40 FEET FOR A LOT ADJACENT TO A STREET WITH AN OFFICIALLY MAPPED RIGHT-OF-WAY EQUAL TO OR EXCEEDING 100 FEET. [2] BUILDING TO RESIDENTIAL SIDE LOT LINE: EIGHT FEET. [3] BUILDING TO RESIDENTIAL REAR LOT LINE: 25 FEET.

[4] BUILDING TO NONRESIDENTIAL SIDE LOT LINE: EIGHT FEET OR ZERO FEET ON ZERO LOT LINE SIDE. [5] BUILDING TO NONRESIDENTIAL REAR LOT LINE: 25 FEET. [6] SIDE LOT LINE TO ACCESSORY STRUCTURE: THREE FEET FROM PROPERTY LINE; 10 FEET FROM ALLEY RIGHT-OF-WAY. [7] REAR LOT LINE TO ACCESSORY STRUCTURE: THREE FEET FROM PROPERTY LINE; 10 FEET FROM

3. LEGAL DESCRIPTION BASED ON CERTIFIED SURVEY MAP NO. 4146 & CERTIFIED SURVEY MAP NO.

4. THE UNDERGROUND UTILITY INFORMATION AS SHOWN HEREON IS BASED, IN PART, ON INFORMATION FURNISHED BY THE UTILITY COMPANIES, DIGGERS HOTLINE AND THE LOCAL MUNICIPALITY. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE 5. SUBJECT PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION X: AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN AND, PER INFORMATION FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NO. 55055C0086F, WITH A DATE OF IDENTIFICATION OF 02/04/2015, IN COMMUNITY NO. 550107, CITY OF

6. SURVEY DATUM: COORDINATES ARE BASED ON THE WISCONSIN COUNTY COORDINATE SYSTEM (WCCS), JEFFERSON COUNTY. NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT (NAD83(2011)). NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88(2012)), USING THE WISCONSIN CONTINUALLY OPERATING REFERENCE STATIONS (WISCORS & GEOID 12A).

WATERTOWN, WHICH IS THE COMMUNITY IN WHICH THE SUBJECT PROPERTY IS SITUATED.

SUBDIVISION NOTES

PROPOSED ZONING: SR-4 SINGLE FAMILY RESIDENTIAL-4 TR-6 TWO FAMILY RESIDENTIAL-6 PUD MULTI-FAMILY

OVERALL AREA = 2,115,957 SQUARE FEET OR 48.5757 ACRES AREA DEDICATED FOR PUBLIC RIGHT OF WAY = 291,515 SQUARE FEET OR 6.6923 ACRES AREA DEDICATED TO THE CITY OF WATERTOWN FOR PARK PURPOSES = 133,287 SQUARE FEET OR 3.0598 ACRES NUMBER OF MULTI-FAMILY LOTS = 1 FOR 406,527 SQUARE FEET OR 9.3326 ACRES NUMBER OF TWO-FAMILY LOTS = 9 FOR 108,912 SQUARE FEET OR 2.5003 ACRES NUMBER OF SINGLE FAMILY LOTS = 78 FOR 824,753 SQUARE FEET OR 18.9337 ACRES

I, MICHAEL J. BERRY, P.L.S. 2545, CERTIFY THAT THIS PROPERTY SURVEY COMPLIES WITH CHAPTER A-E 7 OF THE WISCONSIN ADMINISTRATIVE CODE AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SCONS BROOKFIELD, WI

Proposed Zoning

10,152 S.F. 9,141\S.F. LOT 13 6 11,310 S.F. NUMBER OF OUTLOTS = 3 FOR 371,174 SQUARE FEET OR 8.5210 ACRES LOT 77 LOT 76 LOT 75 LOT 74/LOT/73 /LOT 78 LOT 14 14,107 S.F. 11,560 S.F. 11,974 S.F. -18" RCP INV. = 788.29 T/BEE HIVE = 794.0666' PUBLIC RIGHT OF WAY 13,535 S.F. 33 233 E01 62 8,946 S.E. REGISTERED LAND SURVEYOR 5-2545 CATCH BASIN RIM = 792.25 T/BEE HIVE = 792.89 LOT 64 2 1 5 66 LOT 67 LOT 68 11,250 S.F. 10,992 S.F. LOT 65 9,727 S.F. 9,727 S.F. 8,329 S.F. 1/0,082 /\$/.\\ 24" RCP W INV. = 787.62 24" RCP E INV. = 787.59 9,957 S.F. 8,995 S.F. CATCH BASIN RIM = 791.82 LQT 17 9750 S.F. - T/BEE HIVE = 792.42 24" RCP NW INV. = 787.75 36" ELLIPTICAL RCP INV. = 787.70 LOT 60 LOT 56 (211,459 S.F. 9,966 S.F. 9,966 S.F. 9,966 S.F.) 30,022 S.F. 8,804 S.F./ ____36" RCP INV. = 786.60 20I 18 1,1,149 S.F.\ 10,546 \$.F. LOT 57 SANITARY MANHOLE -RIM = 792.58 LOT 59 # 14,749 S.F. 60" RCP N & S INV. = 779.14 9,271 S.F. ROAD "B" LOT 19 T/BEE HIVE = 792.76 24" RCP W INV. = 787.72 36" ELLIPTICAL RCP E INV. = 787.69 66' PUBLIC RIGHT OF WAY 80 11,061 S/F/^ SR-4 Single Family Resident LO7 58 -36" RCP INV. = 787.5± (BURIED) Lots 10-87, Outlots 2 & 3 12,129 \$.F. LOT 46 8,974 S.F. 9,000 S.F. 9,000 S.F. 9,000 S.F. 9,000 S.F. Γ/BEE HIVE = 792.27 LOT 20 12" PVC NW INV. = 787.54 18" RCP E INV. = 787.54 11,212 S.F. 8" HDPE STAND PIPE 8,536 S.F. 18" RCP INV. = 787.04 √8,836 S.Ħ.` 60" RCP SW & N INV. = 778.84 8,694 S.F. 8,776 S.F. 9,630 S.F. 10,001 S.F. 212,015 S.F. LOT 22 ,9,590 S.F. LOT 23 9,750 S.F. 16,147 S.F. T/BEE HIVE = 792.27 18" RCP SE INV. = 787.76 LOT 24 6. 8,278 S.F. 12,598 S.F. 18" RCP INV. = 787.34 LOT/38/// 10,539/\$.F/. LOT 32 LOT 30 LOT 25 11,372 S.F. 10,364 S.F. 19,538 S.F. LOT 33 10,619 S.F. LOT 34 10,618 S.F. 9,886 S.F. 9,880 S.F. 9,433 S.F. -LOT-26 60" RCP NE & SW INV. = 778.47 CARPED 1" Î.P.F. 0.20' W. 0.31' N. LL (N 89³20'54" W) 11,822 S.F. LOT 28 9,466 S.F. LOT 27 11,822 S.F. N 89'21'01" W : ουτιότ 2 /330,244 S.F. **~107.14'**, CAPPED 1" I.P.F. 0.18' W. 689.95 2" I.P.F. 1" I.P.F. 8' DISTRIBUTION EASEMENT GAS PER DOC. NO. 1382358 0.43' W. 0.27' W. 0.61' N. 0.23' N. <u>LOT_2</u> <u>C.S.M._4146</u> 60" RCP N & SE INV. = S 01"10'05" E **→** \45.25' (S 02°00'41" E) SANITARY MANHOLE RIM = 795.83 60" RCP SE & N (COULD NOT MEASURE)

	LEGEND	\boxtimes	ELECTRIC TRANSFORMER	X	HYDRANT
		_	ELECTRIC METER	w∨ ⊠	WATER VALVE
— SAN ——	SANITARY SEWER	☐ EP	ELECTRIC PEDESTAL	GV	GAS VALVE
— ST ——	STORM SEWER	EB	ELECTRIC BOX AT GRADE	\bowtie	GAS VALVE
—— W ——	WATER MAIN	□тв	TELEPHONE BOX AT GRADE	(MH)	MANHOLE
—— G ——	BURIED GAS LINE	☐ TP	TELEPHONE PEDESTAL		070011 11111015
— TEL ——	BURIED TELEPHONE LINE	□ TV	TV PEDESTAL	(ST)	STORM MANHOLE
— E —	BURIED ELECTRIC LINE	GM	GAS METER	(CB)	CATCH BASIN
— FO ——	BURIED FIBER OPTIC LINE	Α	AIR CONDITIONER	Ē	CURB INLET
— // —	OVERHEAD UTILITY LINES	Q	UTILITY POLE		COND INCL
— CATV—	BURIED CABLE TELEVISION LINES		WOOD SIGN	- <u>W</u> -	METAL LIGHT POLE
——СОМВ——	COMBINATION SEWER	-	METAL SIGN	-©-	CONCRETE LIGHT POLE
-00	WOOD FENCE	P	FLAG POLE	i	
→	METAL FENCE	0	BOLLARD	- ₩-	WOOD LIGHT POLE
\bigcirc	EDGE OF TREES AND BRUSH	٥	BOLLARD LIGHT	Шмв	MAIL BOX
994.32 DS 💠	DOOR SILL ELEVATION		YARD LIGHT	$\bigcirc F$	FIBER OPTIC MARKER
هينه	FIRE DEPARTMENT CONNECTION			CUY	GUY WIRE

GRAPHIC SCALE 1 INCH = 100 FT.

PRELIMINARY PLAT

GWCHF 700 HOFFMANN DR.

WATERTOWN, WI

DRAWN BY:	DHS	DATE:	М	AY 2,	2024
CHECKED BY:	МЈВ	DRAWING	s No.	PF	P - O
CSE Job No.:	23-102	SHEET	1	OF	1

City of Watertown Historic Preservation & Downtown Design Commission Meeting Minutes March 27, 2024

Members present: Jacob Maas, Jill Nadeau, Michael Trego, Tim Little, and Melissa Lampe (via remote call). Members not present: Barry Ashenfelter, John Klink.

1. Call to Order.

Maas called the meeting to order at 6 p.m.

2. Review and Approve Minutes

Motion by Little, second by Nadeau, to approve as submitted.

3. BUSINESS:

- A. Review and take action: Certificate of appropriateness, signage.
 - a. <u>200 West Main Street, Pine Hill Farm</u>: Motion to approve (with recommendation to make business name more prominent) by Lampe, seconded by Nadeau. Motion carried.
 - b. <u>210 South Water Street, C&J BBQ</u>: Motion to approve by Trego, seconded by Little. Motion carried. One abstention: Maas
 - c. <u>217 East Main St, Bradow Jewelers</u>: Motion to approve by Trego (with recommendation to increase font "Paradise Spa"), seconded by Nadeau. Motion carried.
 - d. 304 Jones St, Pooch Paradise: Motion to approve by Trego, seconded by Nadeau. Motion carried.
 - e. <u>416 East Main St, Uptown Bar</u>: Motion to approve by Nadeau, seconded by Little. Motion carried.

B. Update and Discuss:

- 1. 2 East Main Street (Masonic Temple) Local landmark designation: Next step in the process is for the Common Council to consider and vote.
- C. Update and discussion: Certified Local Government grant application

The application has been denied. A reason given by the State is that Watertown does not currently have enough properties designated as Historic Landmarks.

D. Review and Discuss: Chapter 325, Historic Preservation.

The members of the commission are not prepared currently to discuss. Maas volunteered to begin writing/editing the Chapter.

4. ADJOURNMENT

Motion by Nadeau, second by Trego to adjourn. Motion carried.

Respectfully submitted, Michael Trego Commission Secretary

Watertown Tourism Commission Meeting Minutes May 9 2024

Section 7, Item B.

The following Tourism Commission members were present via Zoom Meeting or in person at Watertown Commission Members present; Cheryl Mitchell, Conrad Talaga, Peter Wright, Kristine Butteris
Also present; Chamber of Commerce Executive Director Bonnie Hertel and Tourism Director Robin Kaufmann

- 1. The meeting was called to order by Peter Wright at 806 a.m.
- 2. Review & Approve April minutes. Motion to approve the minutes was made by Conrad Talaga and seconded by Kristine Butteris with the condition of updating the approval/second of the March minutes to note "Peter Wright made a motion to approve the minutes and Conrad Talaga seconded". The Commission voted to approve the April minutes.

3. Old Business:

- a. Approve Financial Report: Motion to approve the April financials was made by Conrad Talaga and seconded by Kristine Butteris. The Commission moved to approve the financials.
- b. Marketing Plan review and act on marketing plan.
 - 1. Visitor Guides We have a large supply of guides on hand and will be emphasizing distribution of them.
 - 2. Ad opportunities Nothing new to present
- c. Review and take possible action on mural restoration projects Nothing new to report at this time
- d. Discuss and take possible action on Watertown Riverfest objectives; Robin Kaufmann completed the new website build. The group is waiting for permit approvals from the City.
- e. Discuss Hotel stay updates March Final occupancy was as follows: National 63.7%, Wisconsin South 43.2%, Local Market 34.4%

April approximate numbers are as follows: Local Market 38.02%

June weekends should be near full occupancy for the local market. The RNC has not had much of an impact on the local market as of today.

f. Discuss and take possible action on purchase of digital billboard displays: Digital billboards are available on North and Southbound Hwy 26 and on I-94. The ads run 8 seconds, content can be rotated, and we can sell/allow ad content to other Watertown entities. At least 3 Watertown entities have expressed interest. I-94 ads would cost \$693/month with a yearly contract.

Conrad Talaga made a motion to approve the funds and Peter Wright seconded the motion. The Commission voted to approve the motion.

4. New Business

- a. Review and take action on Certificate of Deposit investment: The Commission has the opportunity to move 20,000 out of the checking account and \$15,000 out of the savings account to purchase a 6-month CD at 5% interest. Peter Wright made a motion to approve the transfer of funds and Conrad Talaga seconded the motion. The commission voted to approve the motion.
- b. Review Manager's report of previous month's tasks: Attached
- c. Commission members' report.

May 2-4 hotels will be busy with Maranatha's graduation and a baseball tournament. May 24-25 Luther Prep will have graduation and Midwest Masters is hosting a Disc Gold tournament. The town square will have its birthday bash on 5/18. The town square will host a Boy Band concert. Leadership Watertow will tackle a landscaping project at the Octagon House.

Adjournment – Motion to adjourn the meeting at 850 am was made by Kristine Butteris and seconded Mitchell

Section 7, Item B.

Agenda items:

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

The next meeting will be at <u>8:00</u> am June 20 2024, via Zoom or you may attend in person in the lower floor at Watertown City Hall

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

Submitted by, Cheryl Mitchell, Secretary

Manager's Report – April

Social Media Report

Facebook: 82 new followers (Post reach 113,476)

Visitwatertownwi.com: 624 Users Instagram: (1044 followers)

☐ Regularly posted to social media (Watertown, Jefferson County, Watertown Riverfest)
☐ Represented Tourism at Wake up Watertown
☐ Continued Tourism Guide distribution
☐ Attended Bentzin Family Town Square Grand Opening planning meetings
☐ Attended Watertown Riverfest weekly meetings
☐ Completed 2022 annual report for Department of Revenue
☐ Coordinated check passing photo with Watertown Riverfest
☐ Represented Tourism at Collaboration Group meeting
☐ Attended Main Street Promotions Committee meeting
☐ Visited businesses/events to take photos for future promos:

- o Sake House
- o Ready to Dance
- o Watertown Greenhouse
- o Ebert's Greenhouse Village

PLAN COMMISSION MINUTES June 10, 2024

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

The following members were present: Mayor McFarland, Alderman Blanke, Beyer, Konz, Krueger, Lampe, Talaga, Zirbes

Also in attendance: Jerry Zastrow, Lynn Zastrow, Mike Hoppenrath, Mike Hanley, Dana Davis, Robert Feldman, Brandon Kons (virtual).

- 1. Call to order (4:05pm)
- 2. Approval of Minutes
 - A. Site Plan Review minutes May 13, 2024
 - B. Plan Commission minutes May 13, 2024

Motion to approve Site Plan Review and Plan Commission minutes was made by Lampe and seconded by Konz, passed on unanimous voice vote.

3. Business

A. Conduct public hearing: 1632 S. Church Street – Conditional Use Permit (CUP) request for a restaurant under Indoor Commercial Entertainment Section 550-33B(2)(g)

No Pubic Comment

B. Review and take action: 1632 S. Church Street – Conditional Use Permit (CUP) request for a restaurant under Indoor Commercial Entertainment Section 550-33B(2)(g)

Brian presented the request for a CUP for 1632 S. Church Street. This location was previously a restaurant and will be again with some minor renovations.

Motion to approve the CUP was made by Blanke, seconded by Krueger and passed on a unanimous voice vote.

C. Conduct public hearing: 1034 N. Second Street – Conditional Use Permit (CUP) request for more than 2 accessory structures and for a combination of accessory structures exceeding a total of 1,000 square feet under Sections 550-56C(1)(b)[1] and 550-56C(1)(b)[2]

Jerry Zastrow the property owner of 1034 N. Second Street spoke on the history of the third shed and it's construction.

Mike Hanley asked if the buildings on the diagram were the current buildings on the property and it was confirmed that they were.

D. Review and take action: 1034 N. Second Street – Conditional Use Permit (CUP) request for more than 2 accessory structures and for a combination of accessory structures exceeding a total of 1,000 square feet under Sections 550-56C(1)(b)[1] and 550-56C(1)(b)[2]

Brian Zirbes presented the request for the CUP for 1034 N. Second St. and the conditions that would be required for approval.

Motion to approve the CUP was made by Krueger with the conditions that the structure be moved out of the floodplain and the stacked firewood also be moved out of the floodplain, seconded by Beyer and passed on a unanimous voice vote.

E. Conduct public hearing: 1800 S. Church Street – Conditional Use Permit (CUP) request to grand Legal Conforming Status to an existing lumberyard Section 550-61

Brandon Kons spoke on behalf of Zuern in favor of the CUP to maintain operation of the existing lumberyard.

F. Review and take action: 1800 S. Church Street – Conditional Use Permit (CUP) request to grand Legal Conforming Status to an existing lumberyard Section 550-61

Section 7, Item C.

Brian Zirbes presented the request for a CUP. The lumberyard has existed since 1990 and building code has changed making them nonconforming to code.

Motion to approve was made by Blanke to approve the CUP and site plan with the condition that they apply for any required sign permits, seconded by Talaga and passed on a unanimous voice vote.

G. Conduct public hearing: 1532 S. Church Street – Conditional Use Permit (CUP) request for a group development under Sections 550-68A(1) and 550-68A(3)

No public comment

H. Review and take action: 1532 S. Church Street – Conditional Use Permit (CUP) request for a group development under Sections 550-68A(1) and 550-68A(3)

Brian Zirbes presented the request for a CUP for 1532 S. Church St. to divide an existing commercial structure into two separate nonresidential uses in the same structure.

Motion to approve the CUP was made by Krueger with the condition that 69b5 69b5b 69b5h 69b5k (these are pertaining to landscaping and parking) be waived due to this being an existing building, seconded by Lampe and passed on a unanimous voice vote.

I. Review and take action: 1532 S. Church Street – Condo Plat

Brian Zirbes presented the condo plat for 1532 S. Church St. noting that there is a parking easement on city property that expires in 2027 and it should be noted on the condo plat so it will be addressed at that time.

Motion to approve the condo plat with the condition that the parking area easement be noted on the condo plat was made by Beyer, seconded by Krueger and passed on a unanimous voice vote.

J. Review and take action: N7936 County Road D (D Lane) Extraterritorial CSM

Brian Zirbes presented the request for the CSM for N7936 County Road D noting that it is not in the airport protection zone, nor is it in an expanded right of way area.

Motion was made to approve the CSM by Lampe, seconded by Talaga and passed on a unanimous voice vote.

K. Review and take action: 700 Hoffman Drive – Preliminary Plat Review

Brian Zirbes presented the preliminary plat noting that part of the legal description needs to be adjusted, 700 Hoffman Drive needs to be clearly noted on the plat, the lots within 500 feet of the sewage treatment plant need to noted, and the stormwater drainage needs to be noted as well. Motion to approve the Preliminary Plat with the conditions noted above, and also that the road names be added to the plat, the twin lots be split into twin lots so they have 45' of frontage instead of 90' with notation of which lots are paired up, notation of the elevation of the river with high and low elevations, adding the airport protection zone elevations, and the clarification of Hoffman Drive was made by Krueger, seconded by Konz and passed on a unanimous voice vote.

L. Initial Review and Schedule Public Hearing: 700 Hoffman Drive Rezoning

Brian Zirbes presented the zoning map and the request for a public hearing on July 2. Motion to hold a public hearing on July 2^{nd} was made by Lampe, seconded by Talaga and passed on a unanimous voice vote.

M. Review and take action: Allwardt Street Concept Plan

Brian Zirbes presented the materials to the Plan Commission of the updated concept plan for the Allwardt Street development. The updated plan was presented to the council with the changes including the addition of a private street with single family condo units abutting the existing single family homes, moving the locations of the apartment buildings, and increased communal space for the development. Motion to approve the concept plan was made by Lampe, seconded by Talaga and passe on a unanimous voice vote.

N. Initial Review and Schedule Public Hearing: 1310 Allwardt Street Plan Amendment

Section 7, Item C.

Motion to hold a public hearing on July 16th for a Plan Amendment to change this propert institutional to multi family was made by Talaga, seconded by Konz and passed on a unanimous voice vote.

O. Initial Review and Schedule Public Hearing: 1310 Allwardt Street Rezoning

Motion to hold a public hearing on July 16th for the rezoning from single family to multi family 10 was made by Krueger, seconded by Talaga and passed on a unanimous voice vote.

All materials discussed at this meeting can be found at:

 $\frac{https://cms4files.revize.com/watertownwi/June\%2010,\%202024\%20Plan\%20Commission\%20Meeting\%20Packe \\ \frac{t.pdf}{}$

4. Adjournment

Motion to adjourn was made by Lampe and seconded by Talaga and passed on a unanimous voice vote. (5:13 pm)

Respectfully Submitted,

Alderman Brad Blanke



FINANCE COMMITTEE MEETING MINUTES

MONDAY, JUNE 10, 2024, AT 5:30 PM

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

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

Others present: Finance Director Stevens, Attorney Chesebro, Fire Chief Reynen, Zoning Administrator Zirbes, Public Works Director Beyer, Water/WW Manager Hartz, Mason Becker, Tim Hayden (video), Vandewalle representatives, Greater Watertown Community Health Foundation representatives

- 1. Call to order. Mayor McFarland called the meeting to order at 5:30 p.m.
- 2. Ald. Bartz moved to approve the **minutes from the May 13 meeting**, seconded by Ald. Lampe, and unanimously approved.
- 3. The **2025 budget timeline** was shared. It was noted that a meeting in the fourth week of June will not work for enough committee members, so the meeting was cancelled.
- 4. Wastewater Manager Hartz informed the committee that the City has been awarded a **50/50 grant** of up to \$300,000 from the US Dept of Energy for a solar array project to power the new biosolids dryer. Ald. Davis moved, supported by Ald. Lampe, to accept the award. Unanimously approved.
- 5. An **intergovernmental agreement for IT services** for law enforcement was presented for approval with Jefferson County. The City will pay an annual amount of \$34,500 prorated to the portion of the year the IT professional is employed by the County. The expectation is that 30% of the person's time will be working for Watertown. A motion to approve the agreement was offered by Ald. Lampe with a second from Ald. Moldenhauer. Unanimously approved.
- 6. Public Works Director Beyer presented a revision to the State/Municipal Finance Agreement (SMFA) for the reconstruction of Main Street between Church to Market Streets to commence in 2028 with updates on pricing. Additionally, the Downtown Main St. Construction Task Force has selected several amenities to be incorporated into the project. The City will be able to select the final selections of these add-ons in a future budget. Ald. Lampe moved to approve the revised document, seconded by Ald. Moldenhauer, and unanimously approved.
- 7. Public Works Directo Beyer presented a State/Municipal Maintenance Agreement (SMMA) for the STH 16 Bypass & E. Main St. roundabout that delineates the responsibilities of State and City for maintenance requirements. Ald. Lampe moved to approve this agreement, seconded by Ald. Bartz, and unanimously approved.
- 8. During a recent tornado warning, the **siren** located on Boughton St. failed to alarm. The maintenance company found that this equipment was beyond repair. Pricing for replacement and installation has been received and reviewed. \$2,908 is available from the remainder of last year's siren purchase; \$23,100 is being requested from the Contingency Fund. Ald. Davis motioned, supported by Ald. Bartz, to approve a **budget amendment** be presented to Council for approval. Unanimously approved.
- 9. Wastewater Manager Hartz requested that the position of **wastewater laboratory manager** be sent to Carlson Dettmann for grade review. Motion made by Ald. Lampe, seconded by Ald. Davis, and unanimously approved.

- 10. Zoning Administrator Zirbes prepared a comparison of replacement options for the upcoming retirement of our building inspector (continuation of an employee or contracted inspection services). A review of the existing fees of nearby communities was also provided since the outsourcing of inspection services would prompt changes in our fee structure. Ald. Bartz recommended that the department continue with an internal employee approach, supported by Ald. Davis, and unanimously approved.
- 11. Employee handbook updates were proposed:
 - a. Changing compensatory time payout from first pay date in December to last pay date in December.
 - b. Updating the list of relations covered under the bereavement policy and regular part-time employee eligibility
 - c. Expansion of use of sick leave to care for members in employee's household
 - Ald. Davis moved to approve the updates, seconded by Ald. Moldenhauer, and unanimously approved.
- 12. Finance Director Stevens provided an initial outlook on the anticipated **increased costs of the group health plan** purchased through the State Employment Trust Fund (ETF). Work will commence to determine estimates for staying on the ETF plan or options for pursuit of alternate plans.
- 13. Development Coordinator Becker apprised the committee that **Greywolf Partners**, the firm awarded the opportunity to develop 111 S. Water St, has withdrawn its proposal. The company has also placed the 90 acres of land near the intersection of Hwy 26 and 19 up for sale.
- 14. Remarks from Development Coordinator Becker and Greater Watertown Community Health Foundation (GWCHF) CFO Nate Peters were provided to **summarize the development agreement highlights** (39.2 acres, 78 single-family homes, 18 twin homes) for housing expansion.
- 15. Ald. Moldenhauer moved to convene into **closed session** to deliberate or negotiate the purchasing of public properties, invest in public funds, or conduct other specified public business whenever competitive or bargaining reasons require a closed session (**Development Agreement** with the Greater Watertown Community Health Foundation). Motion seconded by Ald. Lampe and approved unanimously via roll call vote.
- 16. The committee reconvened into open session.
- 17. A motion was made by Ald. Lampe, supported by Ald. Moldenhauer, to direct the city attorney to enter into a final **development agreement with GWCHF** following the negotiated terms as directed in the closed session, and if agreed upon by GWCHF, to present the negotiated agreement to City Council for approval. Unanimously approved.
- 18. **Finance Committee adjournment**. Ald. Bartz moved, seconded by Ald. Davis, to adjourn the Finance Committee at 7:33 p.m., and carried by unanimous voice vote.

Respectfully submitted,

Mark Stevens, Finance Director

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

PARKS, RECREATION & FORESTRY COMMISSION

MINUTES

Monday, June 17, 2024

1. Call to order

The Watertown Parks, Recreation & Forestry Commission met in person on June 17, 2024. The meeting was called to order by Brad Clark. Members present were: Julie Chapman, Ald. Jonathan Lampe, Jennifer Clayton, Brad Clark, Emily Lessner. Not present was: Brian Konz and Kyle Krueger. Also present were: Kristine Butteris, Jeff Doyle, Andrea Draeger, Jarrod Folkman, Stephanie Juhl, Ali Nicholson.

2. Review and approval of minutes:

Emily Lessner motioned to approve the May 20, 2024 Parks Recreation and Forestry minutes as written. Julie Chapman seconded. Motion carried.

3. Review and approval of financial reports

Emily Lessner motioned to approve the April 2024 financial reports. Jennifer Clayton seconded. Motion carried.

4. Citizens to be heard

There were none.

5. Business

A. Review and take action: senior center advisory board by-laws

Andrea reviewed the requirement to approve updated by-laws which govern the senior center advisory board every three years. No changes were made this year. Emily Lessner motioned to approve the by-laws. Julie Chapman seconded. Motion carried.

B. Review and take action: kart park leases

Kristine reviewed the 2024 Kart Park leases, which has been approved to automatically renew each year for up to 5 years for the period from June 1 through August 31 of each year. Jennifer Clayton motioned to approve the Kart Park leases. Emily Lessner seconded. Motion carried.

C. Review and discuss: rental of kart park

Kristine reviewed situations in which Kart Park would like to be rented by organizations or groups. Rental costs would need to be added to the fee schedule. Discussion included the ability to rent Kart Park as long as city staff would deliver the trailer and staff the event, and as long as any rentals would not be utilizing our staff which may be needed for other programming.

D. Review and take action: smoking in parks ordinance

Kristine reviewed changes recently compiled between the city attorney and health officer for ordinance 410-56. There was support for a stronger ordinance than previously presented. Ald. Jonathan Lampe also presented information and suggested additional clauses for the ordinance for consideration. Emily Lessner motioned to table action on the smoking in parks ordinance until the July meeting. Julie Chapman seconded. Motion carried.



E. Review and take possible action: fee reduction for Windmill tourname Section 7, Item E.

Barb Walters and Alan from Thunder organization were present to ask for a feerequestion or waiver for the upcoming Windmill tournament in August. The department has historically not charged regular field rental fees for this tournament since department teams were involved, though without an official contract. Department teams are no longer involved with this tournament and fee reductions can no longer be approved by the department or director outside of the Park & Rec Commission. Brad Clark motioned to have the department negotiate with the host organization, Thunder, and develop a condition of facility use agreement for approval. Emily Lessner seconded. Motion carried.

F. Review and take possible action: seasonal wage increases

Kristine discussed and reviewed potential seasonal positions to increase wages in 2025 since none regularly receive a cost of living increase. Right now the department would like to increase the current wage for umpires from \$21/hour to \$30/hour beginning in the next pay period in order to remain competitive with neighboring communities. Julie Chapman motioned to increase the umpire wage for the current season. Brad Clark seconded. Motion carried.

G. Review and take action: bandshell concrete pad

Based on previous information presented, the department is looking for approval to install a concrete pad at the Riverside Park bandshell. Jennifer Clayton motioned to approve the concrete pad. Julie Chapman seconded. Ald. Jonathan Lampe abstained. Motion carried.

6. Director's Report:

A. Parks Updates – weed ordinance complaints

Weed ordinance complaints continue. Kristine waived a fee for an unoccupied residence before it was billed. The Buchholz memorial bench is now installed as well as one at the Town Square.

B. Forestry

Removing trees is finishing up, some storm clean up.

C. Aquatics

No project updates.

D. Town Square

Preparing for summer programming.

E. Senior & Community Center

Terrace wall completed and looking at landscaping. Break area is being finalized.

F. **Programming - recreation**

No updates.

G. Programming – town square

Food trucks will be available tonight. Thursday night markets begin June 27. Weekend concert series is in full swing.

H. Programming – senior & enrichment

We held a great volunteer recognition event in May and are looking forward to celebrating Senior Citizens Day in August.



Section 7, Item E.

I. Programming – aquatics

Summer swim lessons have started and looking forward to theme weeks at the aquatic center, along with summer aqua exercise classes.

7. Adjournment – Next meeting date July 15, 2024

Jennifer Clayton motioned to adjourn the meeting. Julie Chapman seconded. Motion carried.





FINANCE COMMITTEE MEETING MINUTES

MONDAY, JUNE 18, 2024, AT 6:30 PM

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

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

Others present: Finance Director Stevens, Attorney Chesebro

- 1. Call to order. Mayor McFarland called the meeting to order at 6:30 p.m.
- Ald. Bartz moved to convene into closed session to deliberate or negotiate the purchasing of
 public properties, invest in public funds, or conduct other specified public business whenever
 competitive or bargaining reasons require a closed session (Development Agreement with the
 Greater Watertown Community Health Foundation [GWCHF]). Motion seconded by Ald. Davis and
 approved unanimously via roll call vote.
- 3. The committee reconvened into open session.
- 4. A motion was made by Ald. Lampe, supported by Ald. Davis, to recommend the revised **development agreement with GWCHF** to City Council for approval. Unanimously approved.
- 5. **Finance Committee adjournment**. Ald. Bartz moved, seconded by Ald. Moldenhauer, to adjourn the Finance Committee at 6:41 p.m., and carried by unanimous voice vote.

Respectfully submitted,

Mark Stevens, Finance Director

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

Watertown Senior Center Advisory Board Minutes June 18, 2024

1. Call to Order

The Senior Center Advisory Board met in person on June 18, 2024, at 9:00 am. The meeting was called to order by director Andrea Draeger. Present: Betty Jimenez, Cathie Wallen, Kathleen Gillingham, Jolene Lucas, and Mara O-Brien. Not present was: Beth Beckett (passed away June 10, 2024). Also present was Andrea Draeger.

2. Review and Approve the May Minutes

Cathie Wallen motioned to approve the May special meeting minutes as written. Kathleen Gillingham seconded. Motion carried.

3. Review and Approve the Monthly Financial Report

Mara O'Brien motioned to approve the financial report as written. Kathleen Gillingham seconded. Motion carried.

4. Citizens to be Heard

Kerry Kneser asked the board to take into consideration the option to provide a donation to Beth Beckett's funeral. He asked about the status of the Green Bay Packer grant as well as the new designation as heating and cooling shelter in the future.

5. Business

a. Board Committee Appointments

Since two board positions are vacant, it was determined that two members will be approached and appointed in August. Before then, the board members will meet and discuss committee appointments and will be finalized at the August meeting. A president will also need to be appointed by the board.

b. Open Board Positions

Betty read summaries from two potential board members to appoint: Lisa Banks and Dawn Justman.

6. Chairperson's Committee Report

a. Update Fundraising Committee on Current Efforts

The annual rummage sale was discussed along with volunteer needs, hours of donations, hours of the sale, etc. The next bake sale will be at the November election. Betty and Cathie will follow up on the potential fundraiser with Piggly Wiggly.

b. Update Membership Committee on Current Memberships and Renewals

A new member packet has been finished and are available at the reception desk.

c. Update Community Services Committee on Projects/Efforts

The donations for the assisted living facility have been collected and will need to be delivered – Jolene volunteered to do so.

d. Update Program Committee on Program Attendance & New Programs

The board discussed a holiday tree decorating contest for the winter. They would like more cornhole boards and bags. The speaker and announcement system will

be replaced in the future; in the meantime we will use a portable speaker for programming.

7. Director's Report

a. Updates

The volunteer recognition event went well with our new catering option. Senior Citizen Day is coming up on August 21 and will be looking for volunteers as well as donations for pizza and ice cream.

8. Adjournment

Next meeting is scheduled for Tuesday August 20, 2024 at 9:00 am. Jolene Lucas motioned to adjourn. Cathie Wallen seconded. Motion carried.



Redevelopment Authority for the City of Watertown

Turning Opportunity into Results

Wednesday, June 19, 2024, 6:00 pm In-PERSON/VIRTUAL MEETING Room 0041, City Hall

By Phone or Zoom Meeting:

https://us06web.zoom.us/join

For the Public, Members of the media and the public may attend by

calling: (US) +1 (646)931-3860 Meeting ID: 617-065-5357 Pass Code: 959083

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

during the public comment period where applicable.

- 1. Pledge of Allegiance
- 2. Roll Call
 - A. Present: Becker, Board, Maas, & Lampe
 - B. Virtual: Hurtgen & Eric Mayne (RINKA)
 - C. Absent: Wagner, Zimmermann & Nowatka
 - D. Other attendees: one local resident
- 3. Determination of Quorum and Call to Order at 6:20 pm
- 4. Review/Approve: Minutes of Previous Meetings May 15, 2024
 - A. Board motioned to approve.

Maas seconded the motion. Motion carried unanimously.

- 5. Public Comment: None
- 6. Old Business: None
- 7. New Business:
 - A. Due to a personal issue, Tom Coogan from the DNR was unable to attend and present. Will try to reschedule in the future.
 - B. Eric Mayne from RINKA presented via Zoom a recap of the Community Engagement Open House held at the Watertown Public Library. Discussion on offering the video from the event and a survey opportunity to gather more feedback. Will schedule the next Steering Committee meeting.
 - C. Discussion about the lack of provided detailed budget with the application for the Beltz Grant.

Board motioned to approve the application. There was no second or carry.

Maas motioned to postpone approval until more information is provided.

Lampe seconded the motion. Motion carried unanimously.

- D. Board motioned to approve the three recommended Housing Rehab Grant applications. Maas seconded the motion. Motion carried unanimously.
- 8. Status Reports:
 - A. Lisa Famularo emailed out the social media report to the board.
 - B. Discussion on approval of the Development Agreement between the City and the Greater Watertown Community Health Foundation.

RDA STRATEGIC PRIORITIES

- 1) 100 W. Main St. block demolition,
 Town Square design etc., and publicizing
 town square project
 for possible funding from sources other
 than the City.
 - 2) Facilitating quality development in downtown, and
- 3) Creating an approach and working to attract development projects downtown.

C. None

- 1. Lampe brought up three items for a future agenda
 - a. If the Executive Director had been formally approved by the RDA.
 - b. If a performance review can be put in place for the Executive Director
 - c. 111 S Water St status.

Becker mentioned he was only introduced at the first meeting he attended. He wasn't appointed to the Executive Director position. However, the Executive Director position is part of the City job description for the SIDC.

Discussion followed on the three topics. Lampe will connect with the mayor on these questions.

- 2. Next Meeting: Wednesday, July 17, 2024, at 6 pm.
- 9. Adjournment at 7:05 pm

Maas motioned to adjourn.

Board seconded the motion. Motion carried unanimously.

Meeting adjourned.

Section 7, Item I.



TOWN SQUARE PROGRAMMING COMMISSION AGENDA MINUTES

WEDNESDAY, JUNE 19, 2024 AT 12:00 PM

514 S. FIRST STREET, BRANDENSTEIN ROOM

Virtual Meeting Info: https://us06web.zoom.us/join Meeting ID: 563 709 0828 Passcode: 53094 One tap mobile +16469313860

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

1. Call to order at 12:06pm

In attendance - Zimmerman, Bartz, Kauffman, Purtell, Schneekloth, Juhl, Butteris

2. Review and approval of minutes

A. Review and approve: Town Square Programming minutes from May 15, 2024 Minutes approved by Kauffmann, seconded by Bartz

3. Citizens to be heard

Each individual who requests to address the Council will be permitted up to three minutes for their comments.

John Cattish from 204 Main Street present. Asked about the program times for splash pad and the food trucks on pavers.

4. Business

- A. Discuss: Committee Expectations Discussion on attendance needed at public meetings and support on decisions we make as a commission to the public as needed.
- B. Review and discuss: subcommittees

Discussion on the formation of subcommittee headed by Dave Zimmerman for Square Enhancement Team (SET). Purtell offered some support on this subcommittee. This subcommittee will research needs as they arise for the square, including but not limited to pricing & funding, such as benches, tables, shade, etc.

5. Event Coordinator's report

- Event Coordinators Report: June 19, 2024
- Discussed updated calendar of events
- · Grants received and upcoming needs for sponsorships
- Received \$1000 from ITW Shakeproof for Kids Fest 2024
- Reviewed the road closure calendar and the conversations that took place on the Water Street closure at Mayor Meet up. Along with the resolution to the concerns.
- Updated Food Truck schedule and placement. Explained reason for parking on pavers and limitations. The permits required if not parked on pavers.
- Reviewed profit made from first two concerts. And new, more detailed financial tracking form set up for expenses, revenues, etc
- Mentioned we are cancelling our portion of sidewalk sales due to bridge being out. We do not want to pull people out of downtown since it is focused on shopping.
- Cancelled cookie decorating class due to low reservations.
- Request to have a weekly calendar of events for social media posts
- Update on Thursday Night Market for June. 35 vendors, music, food, sponsor
- Update on the Thirsty Thursday and June 15 concert alcohol applications
- Update on Senior Center food trucks
- Update on outcome of events so far at the square
- Talked to Robin to update the graphics for the new wayfinder.
- Discussed the process for the artwork being submitted for green boxes at the square.

6. Adjournment

Purtell motioned; Schneekloth seconded. 1:07pm

Section 7, Item I.

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

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





Office of the Mayor Emily McFarland

TO: MEMBERS OF THE COMMON COUNCIL

I would appreciate your consideration of the following appointments:

Airport Commission

Eric Wegner – serving a partial six-year term expiring July 2028 replacing Bill Berger as an individual who utilizes the airport.

Thank you for your consideration.

Sincerely,

Emily McFarland Mayor

PAYROLL SUMMARIES

For the Period of: 5/29/2024 6/11/2024

		oyees	Regular	Overtime	Overtime Costs this	Y-T-D Overtime	Overtime	Total
Department	FT	PT	Hours	Hours	Pay Period	Costs	Budget	Payroll
Police	52	3	3,969.50	256.25	12,718.19	75,679.04	114,000.00	156,630.55
Fire	27	2	2,973.50	230.25	8,225.50	39,871.64	150,000.00	86,170.69
Municipal Court	1	1	100.00	-	-	-	-	3,165.52
Mayor	1	-	80.00	-	-	-	-	3,425.85
Bldg. Inspection	3	3	280.25	-	-	-	1,000.00	9,478.52
Attorney	2	1	220.00	-	-	-	-	7,614.40
Finance	6	-	480.00	-	-	729.67	1,500.00	14,957.61
Media	2	2	194.50	-	-		-	4,753.73
Administration	4	1	311.50	-	-		-	10,131.53
Engineering	4	4	568.75	-	-		-	10,691.64
Health	9	3	740.25	-	-	-	10,500.00	25,093.02
Library	7	15	1,051.00	1.00	29.76	34.87	-	24,411.35
Municipal Building	1	-	80.00	-	-	775.65	1,000.00	1,859.20
Solid Waste	7	-	548.50	0.25	8.42	482.10	3,000.00	13,593.46
Street	24	1	1,942.00	10.00		10,966.29	39,200.00	59,518.48
Park	9	5	1,008.00	12.00	438.84	2,123.79	18,000.00	22,279.64
Forestry	2	-	160.00	-		-	-	4,382.40
Park/Rec Admin	7	-	560.00	-	-	-	400.00	16,726.41
Recreation and Pools	-	59	1,295.25	-	-	-	500.00	17,435.76
Wastewater	11	-	876.00	18.50	823.17	4,507.02	18,000.00	26,309.20
Water Dept.	10	-	728.49	25.25	905.28	4,479.31	23,500.00	24,681.81
Crossing Guards	-	10	100.00	-	-	-	-	1,125.00
Police Reserve	-	5	38.25	-	-	-	-	546.41
Alderpersons (2nd PR)	-	9	9.00	-	-	-	-	4,756.68
TOTALS	189 FT	124 PT	18,314.74	553.50	23,149.16	139,720.96	380,600.00	549,738.86







ROW to be Discontinued



City of Watertown Geographic Information System

e: 1 inch = 70 feet

Author: Private Use

EBAR = 1"

a substitute for an actual field survey or onsite investigation.
iied to the quality of the records from which it was assembled

INITIAL RESOLUTION TO DISCONTINUE PUBLIC WAY ON JONES STREET, NEAR AND ABOUT ITS INTERSECTION WITH NORTH FIRST STREET, CITY OF WATERTOWN, COUNTY OF JEFFERSON, WISCONSIN

Sponsor: Mayor Emily McFarland From: Plan Commission

WHEREAS, it is proposed that the public interest requires that a portion of Jones Street, that has not previously been vacated, be vacated and discontinued; and,

WHEREAS, it is the purpose of this Resolution to state the intent of the City Council to vacate and discontinue that portion of Jones Street generally described above and particularly described below.

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Watertown, Wisconsin:

Section 1. That the Common Council of the City of Watertown, Wisconsin, hereby proposes to determine whether the public interest requires that a portion of Jones Street, City of Watertown, Jefferson County, Wisconsin, as hereinafter described, is to be vacated and discontinued pursuant to §66.1003 of the Wisconsin Statutes.

LEGAL DESCRIPTION:

That part of Jones Street west of the intersection with North First Street and extending to the Rock River.

EASEMENTS

The City of Watertown will retain an easement for *ALL* existing utilities within the entire width of the above-described and vacated street area and a new easement for the River Walk.

EXISTING LOT LINE PROJECTIONS

It is the intent of the City of Watertown that the adjoining property owner to the south of this vacated street area shall acquire an ownership interest in the entire area being vacated.

- Section 2. That the City Clerk of the City of Watertown be authorized and directed to give notice required by §66.1003 of the Wisconsin Statutes; and,
- Section 3. That according to §80.32 of the Wisconsin Statutes, upon vacation and discontinuance of said portion of Jones Street, title to the above-described land shall belong to the adjoining property owner to the south of this vacated street area and shall acquire an ownership interest in the entire area being vacated as shown on the attached Exhibit "A"; and,
- Section 4. That this Resolution shall be in full force and effect immediately upon its passage and adoption.

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

ADOPTED <u>July 2, 2024</u>	
	_
CITY CLERK	
APPROVED July 2, 2024	
MAYOR	

RESOLUTION TO AMEND 2024 FUND 01 BUDGET

SPONSOR: MAYOR EMILY MCFARLAND FROM: FINANCE COMMITTEE

WHEREAS, a tornado warning siren has recently failed to alarm, and

WHEREAS, the siren maintenance company has assessed the equipment and determined it to be beyond repair (50+ years old), and

WHEREAS, a quote for a replacement to be purchased and installed is estimated to cost \$26,000 and \$2,908 is available in a designated emergency government purchase account [05-52-51-70];

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

That the 2024 Fund 01 budget be amended as follows:

Account #	Name	Curr Bdgt	+/-	Modified
01-52-51-60	Emergency Govt Capital Outlay	-	23,100	23,100
01-51-81-56	Contingency Fund	91,518	(23,100)	68,418

DAVIS
LAMPE
BOARD
BARTZ
BLANKE
SMITH
SCHMID
WETZEL
MOLDENHAUER
MAYOR MCFARLAND
TOTAL

RESOLUTION TO ENTER INTO A LEASE FOR AN AIRPORT HANGAR LOCATED AT 1819 RIVER DIVE, PIN: 291-0815-0931-001

SPONSOR: MAYOR EMILY MCFARLAND FROM: PLAN COMMISSION

WHEREAS, the Airport Commission has approved the lease of the hangar located at 1819 River Drive, PIN: 291-0815-0931-001 and,

WHEREAS, the existing hangar is available for lease; and,

WHEREAS, the leasing of this hangar is in the best interest of the city; and,

WHEREAS, the Plan Commission approved the lease of this hangar.

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

The proper City Officials be and are hereby authorized to enter into the lease for the hangar located at 1819 River Drive, PIN: 291-0815-0931-001 a copy of which is attached hereto as Exhibit A.

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

EXHIBIT A

AIRPORT HANGAR LEASE

This Agreement, made and entered into as of <u>June 01st</u>, 2024 by and between the City of Watertown, Wisconsin, a Wisconsin Municipal Corporation, hereinafter called the, "Lessor," and <u>American Rentals LLC</u>,

whose hangar address is 1819 River Dr., Watertown, WI, 53094, hereinafter called the "Lessee(s)."

WHEREAS, the Lessor owns and operates an airport known as the Watertown Municipal Airport (hereinafter the "Airport") and Lessee is desirous of leasing from the Lessor a certain parcel of land, as improved, at the Airport, hereinafter more fully described, for the purpose of aircraft and aviation related equipment storage; and,

WHEREAS, the Lessee will use the below described property for the purpose of storing aircraft and aviation related equipment and shall conduct only such aircraft maintenance, storage and similar activities as related to its own aircraft and as performed by the Lessee or by regular, lawfully, pay-rolled employees of the Lessee, or bona fide contractors retained or hired by Lessee;

NOW, THEREFORE, for and in consideration of the rental charges, covenants and agreements herein contained, the sufficiency of foresaid consideration being deemed acceptable by the parties hereto, the Lessee does hereby lease from the Lessor the following premises, rights, and easements on and to the Airport upon the following terms and conditions.

- 1. **Property Description:** Hangar No. <u>C9</u>, consisting of land area of <u>50</u> feet by <u>60</u> feet totaling 3,000 square feet located at the Airport, hereinafter called the "premises."
- 2. Hangar Construction: The Lessee shall have the right to erect, maintain and alter buildings or structures upon the premises provided such buildings or structures conform to the building code requirements of the Wisconsin Department of Commerce and pertinent provisions of any local ordinance then-in effect. All plans for such buildings or structures shall be reviewed and approved in writing by the Lessor or Lessor's agent or representative, prior to construction or modification.
- **3. Term:** The term of this lease shall commence on <u>06/01/24</u> and continue for twenty (20) years from said date. This agreement shall be reevaluated by the Lessor within said term no sooner, nor later, than, five (5) years following the commencement date and every five (5) years thereafter on the same day/month and rents shall be adjusted accordingly.
- 4. Rent: The Lessee agrees to pay to the Lessor for the use of the premises; rights and easements herein described a yearly rental of _\$.11_ cents (\$0.11) per square foot for the land leased, for the total annual charge payable on or before January 31st of each year during the term of this Lease. Failure on the part of the Lessee to pay the rent hereunder within thirty (30) days after the same shall become due, shall authorize the Lessor to provide written notice thereof issued to Lessee's last known or reasonably ascertainable post office address consistent with the terms of Paragraph 16 hereof. It is understood and agreed that the rental rate specified shall be subject to readjustment at the end of each five (5) years of this Lease, provided that any readjustment of rates shall be reasonable and applicable to all Ground Leases in good and active, binding standing with the Airport. Lessee shall have the right to terminate Lease upon written notice issued hereunder within fifteen (15) days of the effective date of any readjustment of rates under this Paragraph.
- **5. Non-Exclusive Use:** The Lessee shall have the right to the non-exclusive use, in common with others, of the airport parking areas, appurtenances and improvements; the right to install, operate, maintain

and store, subject to the approval of the Lessor in the interest of safety and convenience of all concerned, all equipment necessary for the safe hangaring of the Lessee's aircraft; the right of ingress to and egress from the premises, which shall also extend to Lessee's employees, guests and patrons; the right, in common with others authorized to do so, to use common areas of the airport, including runways, taxiways, aprons, roadways, and other conveniences for the take-off, flying and landing of aircraft.

- 6. Storage and Use: Lessee shall have the right to store aircraft on the premises; however, Lessee shall not engage in any other business or operations without the express written consent of the Lessor. Lessee understands that a violation of this paragraph is a material default and breach of this Lease which gives the Landlord the rights set forth in Paragraph 16. Both light and heavy maintenance of Lessee's aircraft or related equipment, including operation of a workshop for same, and any other uses incidental or related to such aircraft, may be performed on the premises, but not on a for-hire or any similar basis. Lessee agrees that Lessee shall use the premises for no other purposes without first obtaining the express written approval of the Lessor.
- 7. Fuel Storage and Hazardous Materials: Lessee shall not store or maintain on the leased premises any fuels, or other hazardous materials, and agrees not to dispose of same on the airport premises. Lessee is permitted, however, to store lube oil, cleaning solvents, and paints in approved, closed containers. The Lessor may, in its sole discretion, prohibit or impose restrictions on the storage of said material if, in the Lessor's exclusive opinion, the storage is deemable a safety hazard. Disposing of any petroleum or similar products on or about any portion near or about the premises shall be cause for immediate termination of the lease at Lessor's discretion with all rights accruing in favor of Lessor pursuant to Paragraph 16.
- 8. Laws and Regulations: The Lessee agrees to observe and obey during the term of this Lease all laws, ordinances, rules and regulations promulgated and enforced by the Lessor, and by other proper authority having jurisdiction over the conduct of operations at the Airport. Lessee shall not use the premises for any unlawful purpose in direct or apparent violation of any local, state, or federal statute or ordinance, or of any similar regulation, order, or directive of any governmental agency or interest.
- 9. Quiet Enjoyment: The Lessor covenants that upon paying the rent and performing the covenants and conditions herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the leased premises for the term of this Lease. Lessee agrees that temporary inconveniences such as noise, disturbances, traffic detours and the like, caused by or associated with the construction of premises or Airport improvements or similar related airport or aviation-related activities shall not constitute a breach of quiet enjoyment of the leased premises.
- 10. Hold Harmless: Lessee shall exonerate, save harmless, protect and indemnify the Lessor and its agents, employees, representatives and assigns from and against any and all losses, damages, claims, suits or actions, judgments and costs which may arise or grow out of any injury to or death of person or damage to property arising out of and attributable to the negligence or act, or omission of, or use by Lessee, his, her or its agents, servants, employees, trespassers or guests of the leased premises. Lessee also agrees that it will not hold the City of Watertown or any of its agents, employees, or officials responsible for any loss occasioned by fire, theft, rain, windstorm, hail or from any other act of God or similar cause, whether that cause be the direct, indirect, or merely a contributing factor in producing of the loss to any airplane, automobile, personal property, parts or surplus that may be located or stored in, near or about the hangars, offices, aprons, field, or any other location at the Airport. Lessee further agrees that aircraft and aircraft contents are to be stored at Lessee's risk.

Further, Lessee agrees to indemnify Lessor, its agents, officers, representatives, and employees, against all liability of any nature arising directly or indirectly out of the activities of Lessee, his, her or its agents, servants, employees, trespassers or guests under this lease or by reasons of any act or omission of those persons.

- 11. Insurance: The Lessee agrees that there shall be on deposit with the Lessor a certifiable policy of liability insurance bearing minimum policy limits and coverage types in full conformity with the attached, "Appendix 1." The policy shall be issued by a company licensed to do business in Wisconsin. The policy shall name the City of Watertown as an additional insured and provide for a minimum of ten (10) days prior written notice to the City of Watertown in the event of cancellation. The Lessee shall provide the City of Watertown with a Certificate of Insurance consistent with demonstrating the requirements herein stated. The cancellation or other termination of any insurance policy issued in compliance with this section shall automatically terminate the lease, unless another policy has been filed and approved pursuant to this section and shall be in effect at the time of such cancellation or termination.
- 12. Maintenance of Buildings: The Lessee will maintain the structures occupied by them and the surrounding land premises in good order and make such repairs as necessary. The Lessee shall control weeds and landscaping near, about or around the building to the extent the presence of such weeds and landscaping could not be reasonably construed to be determined deleterious to the value of the other improvements at the Airport or the common or exclusive real estate portions or elements of the Airport, itself. In the event of fire or any other casualty to structures owned by the Lessee, the Lessee shall either repair or replace the building or remove the damaged building and restore the leased area to its original condition; such action must be accomplished within one hundred, twenty (120) days of the date the damage. Upon petition by the Lessee, the Lessor may grant an extension of time if it appears such extension is warranted. Lessee further agrees not to deposit any trash, garbage, or similar refuse on any part of the premises. In the event Lessee fails to comply with this paragraph, the Lessor may notify the Lessee in writing that such maintenance, cleaning, repair or replacement shall be done, and in the event that Lessee fails to correct the condition within fifteen (15) days of the Lessor's written notice, the Lessor may enter the premises of the Lessee and provide the necessary custodial service and bill the Lessee for the expense thereof. Lessee agrees that any failure to comply with the foregoing shall, in the sole and exclusive discretion of the Lessor, be cause for immediate termination of the lease with all rights accruing in favor of the Lessor pursuant to Paragraph 16.
- 13. Right to Inspect: The Lessor reserves the right to request entrance and access to, in and about the premises, which request will not be unreasonably withheld, at any reasonable time for the purpose of making any inspection, maintenance, repair, showing or any other reasonably-related airport function it may deem expedient to the proper enforcement or execution of any of the covenants or conditions of this agreement. A current key will be issued to the Lessor for any purpose hereunder.
- 14. Taxes: The Lessee shall pay all taxes or assessments that may be levied against the personal property of the Lessee or the buildings which the Lessee may erect on lands exclusively to them. Any failure in the foregoing on the part of the Lessee shall be considered a material breach hereunder. Time shall be of the essence with respect to compliance with this section with the due date designated by taxing authorities being controlling to determining the Lessee's compliance.
- **15. Signs:** No signs, postings or advertising matter may be erected, mounted or similarly located at, on or about the premises without the express, written consent of the Lessor. The Lessee shall display the

address assigned to the hangar prominently and conspicuously upon the hangar exterior with lettering the minimum of 3 inches and a maximum of 5 inches.

- **16. Default:** The Lessee shall be deemed in default upon:
 - a) Failure to pay rent within thirty (30) days after due date;
 - b) The filing of a petition under the Federal Bankruptcy Act or any amendment thereto including a petition for reorganization or an arrangement;
 - c) The commencement of a proceeding for dissolution or for the appointment of a receiver;
 - d) The making of an assignment for the benefit of creditors;
 - e) Violation of any restrictions, conditions, provisions contained in this lease, or failure to keep any of its covenants after written notice to cease such violation and failure to correct such violation within thirty (30) days.

In the event of a default, except for the payment of rent, the Lessor shall give written notice of the nature of the default to the Lessee issued to Lessee's last known or reasonably ascertainable post office address. The Lessee shall have thirty (30) days from the date of said notice to cure any Default if so allowed under any applicable or controlling provision hereunder. Failure to timely pay rent shall constitute a Default without further required notice except as required under Wisconsin state statutes or governing Wisconsin Administrative Code. Default as defined under this paragraph, shall authorize the Lessor, at its sole and exclusive option, to declare this lease void, cancel the same, and re-enter and take possession of the premises. In any litigation to enforce the terms of this lease, the Lessor may recover all costs, damages and expenses suffered by Lessor by reason of Lessee's default, including attorney fees to the extent permitted by law. As an alternative, Lessor may elect to cure any default and add the cost attributable to such cure to Lessee's rent and recover the same upon the successive collection of rent, and, in case of failure to so recover such amounts, said amounts shall be additional damages recoverable by the Lessor in suit to enforce or make any form of recovery under this lease.

- 17. Title: Title to the building or associated improvements erected, modified or maintained by the Lessee shall remain with the Lessee and shall be transferable pending written approval by the Lessor. Upon termination of this lease, the Lessee may, at the sole and exclusive option of the Lessor, remove the buildings, equipment, and property, and restore the leased property to its original, pre-lease condition.
- **18. Return of Possession:** At the termination of this Lease, Lessee shall surrender peaceable possession of the property to Lessor in as good of condition as when Lessee entered into this agreement, reasonable wear and tear being excepted.
- 19. Option to Renew: Lessor does hereby grant unto Lessee the right and option to renew and extend the term of this lease for two (2) additional period(s) of ten (10) years each. Such renewal and extension shall be on like covenants, agreements, terms, provisions, and conditions as are contained herein, except that the Rent shall be adjusted as set forth in Paragraph 4 of this lease. Lessee shall provide written notice to Lessor of Lessee's exercise of this option to renew not later than one hundred twenty (120) days prior to the expiration of any term under this lease.
- 20. Snow Removal: The Lessor agrees to provide snow removal services to the Lessee's leased premises as reasonably possible in, near and about the premises-hangar area, except within five (5) feet of hangar door(s) or exterior walls or impediments as reasonably possible. Snow removal shall be accomplished only after all runways, apron, and primary taxiways have been first cleared.

- 21. Risk of Operation: Lessee shall take possession of the premises subject to the known and unknown but reasonably inferable hazards of operating, maintaining, and storing an aircraft and shall assume all risks of accidents to agents, employees, guests, trespassers and self in the pursuit of said uses detailed first written and detailed above. Further, Lessee agrees that Lessor shall in no way be liable for any damage or loss due to any reason other than those set forth in this lease or by virtue of a reckless or negligent act by the Lessor.
- **22. Lease Transfer:** The Lessee may not, at any time during the time of this lease, assign or transfer this agreement or any interest contained therein, without the express, written consent of the Lessor.
- 23. City of Watertown Not Responsible for Acts or Omissions of Third Parties: The City of Watertown shall not be responsible or liable to Lessee or any Lessee agents, employees, guests or trespassers for any loss or damage that may be occasioned by or through either the acts or omissions of persons occupying any part of the hangar(s) adjacent to the premises, or tenants in any other part of the hangar or improvements on, near or about the premises under any subleases or similar arrangements then-in effect. Nothing shall preclude Lessee from bringing any action necessary to obtain damages from third parties on the premises if damages are incurred by the Lessee as a result of the actions of such third parties.
- 24. Airport Development: The Lessor reserves the right, in its sole and exclusive discretion, to further develop or improve the Airport as it sees fit without interference or hindrance. If the development or improvement of the Airport requires the relocation of the Lessee, the Lessor agrees to provide a compatible and comparable location and agrees to relocate all buildings or provide similar facilities for the Lessee at no cost to the Lessee.
- **25. Cumulative Right:** The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law or specifically identified as such hereunder.
- **26. Subordination Clause:** This Lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States and/or the State of Wisconsin relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a
- condition precedent to the expenditure of federal or state funds for the development of the Airport. Furthermore, this Lease may be amended to include provisions required by those agreements with the United States or the State of Wisconsin.
- 27. No Agency or Partnership: Nothing in this Lease shall be construed to create any type of partnership, agency or any other type of relationship between the parties other than a "landlord/tenant" relationship.
- **28. Entire Agreement/Amendment:** This Lease contains the entire agreement of the parties and there are no other promises, obligations, covenants or conditions in or a part of any other agreement whether oral or written. This Lease may be modified or amended in writing if said writing is signed by each party bound hereunder.
- 29. Severability: If any portion of this Lease shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and remain in full force and effect. If a court of competent personal and subject matter jurisdiction finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provisions it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforceable as so limited and done so in the manner most harmonizing to the balance of the agreement.
- **30. Arbitration:** Any controversy or claim arising out of or relating to this Lease or any alleged breach thereof, which cannot be settled between the parties, may be settled by arbitration in accordance

with the rules of the American Arbitration Association, and judgment upon the dispute rendered by the arbitrator(s) shall be final and binding on the parties.

31. Representations: Each party hereto represents that it has validly entered into this Agreement and has the legal authority to do so in binding fashion.

IN WITNESS WHEREOF, the parties have hereunto se, 20 in the City of Watertown	·
LESSOR: CITY OF WATERTOWN	LESSEE:
By:	American Rentals LLC
Attest:City Clerk	111 W367S4601 State Road 67 Dousman, WI 53118
	Lessee address for communications pursuant to Agreement:
STATE OF WISCONSIN)) ss.	
acknowledged that they were Mayor and City Clerk, resp	, 20, Emily McFarland and Mark Stevens who pectively of the City of Watertown and that they, as suched the foregoing instrument consisting of typewritten
Notary Public, State of Wisconsin My commission expires, 20	
STATE OF WISCONSIN)) ss.	
acknowledged that they are said	, 20,, who of and that they, as such do so, executed the foregoing instrument on
Notary Public, State of Wisconsin My commission expires, 20	

RESOLUTION TO ENTER INTO A LEASE FOR AN AIRPORT HANGAR LOCATED AT 1832 RIVER DIVE, PIN: 291-0815-0931-001

SPONSOR: MAYOR EMILY MCFARLAND FROM: PLAN COMMISSION

WHEREAS, the Airport Commission has approved the lease of the hangar located at 1832 River Drive, PIN: 291-0815-0931-001 and,

WHEREAS, the existing hangar is available for lease; and,

WHEREAS, the leasing of this hangar is in the best interest of the city; and,

WHEREAS, the Plan Commission approved the lease of this hangar.

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

The proper City Officials be and are hereby authorized to enter into the lease for the hangar located at 1832 River Drive, PIN: 291-0815-0931-001 a copy of which is attached hereto as Exhibit A.

	YES	NO	
DAVIS			ADOPTED <u>July 2, 2024</u>
LAMPE			
BOARD			
BARTZ			CITY CLERK
BLANKE			
SMITH			APPROVED <u>July 2, 2024</u>
SCHMID			
WETZEL			
MOLDENHAUER			MAYOR
MAYOR MCFARLAND			
TOTAL			

EXHIBIT A

AIRPORT HANGAR LEASE

This Agreement, made and entered into as of <u>June 15th</u>, 2024 by and between the City of Watertown, Wisconsin, a Wisconsin Municipal Corporation, hereinafter called the, "Lessor," and <u>Andrew Schmidt</u>, whose hangar address is <u>1832 River Dr.</u>, Watertown, WI, 53094, hereinafter called the "Lessee(s)."

WHEREAS, the Lessor owns and operates an airport known as the Watertown Municipal Airport (hereinafter the "Airport") and Lessee is desirous of leasing from the Lessor a certain parcel of land, as improved, at the Airport, hereinafter more fully described, for the purpose of aircraft and aviation related equipment storage; and,

WHEREAS, the Lessee will use the below described property for the purpose of storing aircraft and aviation related equipment and shall conduct only such aircraft maintenance, storage and similar activities as related to its own aircraft and as performed by the Lessee or by regular, lawfully, pay-rolled employees of the Lessee, or bona fide contractors retained or hired by Lessee;

NOW, THEREFORE, for and in consideration of the rental charges, covenants and agreements herein contained, the sufficiency of foresaid consideration being deemed acceptable by the parties hereto, the Lessee does hereby lease from the Lessor the following premises, rights, and easements on and to the Airport upon the following terms and conditions.

- Property Description: Hangar No. <u>C10</u>, consisting of land area of <u>64</u> feet by <u>66</u> feet totaling <u>4,224</u> square feet located at the Airport, hereinafter called the "premises."
- 2. Hangar Construction: The Lessee shall have the right to erect, maintain and alter buildings or structures upon the premises provided such buildings or structures conform to the building code requirements of the Wisconsin Department of Commerce and pertinent provisions of any local ordinance then-in effect. All plans for such buildings or structures shall be reviewed and approved in writing by the Lessor or Lessor's agent or representative, prior to construction or modification.
- 3. **Term:** The term of this lease shall commence on <u>06/15/24</u> and continue for twenty (20) years from said date. This agreement shall be reevaluated by the Lessor within said term no sooner, nor later, than, five (5) years following the commencement date and every five (5) years thereafter on the same day/month and rents shall be adjusted accordingly.
- 4. Rent: The Lessee agrees to pay to the Lessor for the use of the premises; rights and easements herein described a yearly rental of \$.11 cents (\$0.11) per square foot for the land leased, for the total annual charge payable on or before January 31st of each year during the term of this Lease. Failure on the part of the Lessee to pay the rent hereunder within thirty (30) days after the same shall become due, shall authorize the Lessor to provide written notice thereof issued to Lessee's last known or reasonably ascertainable post office address consistent with the terms of Paragraph 16 hereof. It is understood and agreed that the rental rate specified shall be subject to readjustment at the end of each five (5) years of this Lease, provided that any readjustment of rates shall be reasonable and applicable to all Ground Leases in good and active, binding standing with the Airport. Lessee shall have the right to terminate Lease upon written notice issued hereunder within fifteen (15) days of the effective date of any readjustment of rates under this Paragraph.
- 5. Non-Exclusive Use: The Lessee shall have the right to the non-exclusive use, in common with others, of the airport parking areas, appurtenances and improvements; the right to install, operate, maintain and store, subject to the approval of the Lessor in the interest of safety and convenience of all

concerned, all equipment necessary for the safe hangaring of the Lessee's aircraft; the right of ingress to and egress from the premises, which shall also extend to Lessee's employees, guests and patrons; the right, in common with others authorized to do so, to use common areas of the airport, including runways, taxiways, aprons, roadways, and other conveniences for the take-off, flying and landing of aircraft.

- 6. Storage and Use: Lessee shall have the right to store aircraft on the premises; however, Lessee shall not engage in any other business or operations without the express written consent of the Lessor. Lessee understands that a violation of this paragraph is a material default and breach of this Lease which gives the Landlord the rights set forth in Paragraph 16. Both light and heavy maintenance of Lessee's aircraft or related equipment, including operation of a workshop for same, and any other uses incidental or related to such aircraft, may be performed on the premises, but not on a for-hire or any similar basis. Lessee agrees that Lessee shall use the premises for no other purposes without first obtaining the express written approval of the Lessor.
- 7. Fuel Storage and Hazardous Materials: Lessee shall not store or maintain on the leased premises any fuels, or other hazardous materials, and agrees not to dispose of same on the airport premises. Lessee is permitted, however, to store lube oil, cleaning solvents, and paints in approved, closed containers. The Lessor may, in its sole discretion, prohibit or impose restrictions on the storage of said material if, in the Lessor's exclusive opinion, the storage is deemable a safety hazard. Disposing of any petroleum or similar products on or about any portion near or about the premises shall be cause for immediate termination of the lease at Lessor's discretion with all rights accruing in favor of Lessor pursuant to Paragraph 16.
- 8. Laws and Regulations: The Lessee agrees to observe and obey during the term of this Lease all laws, ordinances, rules and regulations promulgated and enforced by the Lessor, and by other proper authority having jurisdiction over the conduct of operations at the Airport. Lessee shall not use the premises for any unlawful purpose in direct or apparent violation of any local, state, or federal statute or ordinance, or of any similar regulation, order, or directive of any governmental agency or interest.
- 9. Quiet Enjoyment: The Lessor covenants that upon paying the rent and performing the covenants and conditions herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the leased premises for the term of this Lease. Lessee agrees that temporary inconveniences such as noise, disturbances, traffic detours and the like, caused by or associated with the construction of premises or Airport improvements or similar related airport or aviation-related activities shall not constitute a breach of quiet enjoyment of the leased premises.
- 10. Hold Harmless: Lessee shall exonerate, save harmless, protect and indemnify the Lessor and its agents, employees, representatives and assigns from and against any and all losses, damages, claims, suits or actions, judgments and costs which may arise or grow out of any injury to or death of person or damage to property arising out of and attributable to the negligence or act, or omission of, or use by Lessee, his, her or its agents, servants, employees, trespassers or guests of the leased premises. Lessee also agrees that it will not hold the City of Watertown or any of its agents, employees, or officials responsible for any loss occasioned by fire, theft, rain, windstorm, hail or from any other act of God or similar cause, whether that cause be the direct, indirect, or merely a contributing factor in producing of the loss to any airplane, automobile, personal property, parts or surplus that may be located or stored in, near or about the hangars, offices, aprons, field, or any other location at the Airport. Lessee further agrees that aircraft and aircraft contents are to be stored at Lessee's risk. Further, Lessee agrees to indemnify Lessor, its agents, officers, representatives, and employees,

- against all liability of any nature arising directly or indirectly out of the activities of Lessee, his, her or its agents, servants, employees, trespassers or guests under this lease or by reasons of any act or omission of those persons.
- 11. Insurance: The Lessee agrees that there shall be on deposit with the Lessor a certifiable policy of liability insurance bearing minimum policy limits and coverage types in full conformity with the attached, "Appendix 1." The policy shall be issued by a company licensed to do business in Wisconsin. The policy shall name the City of Watertown as an additional insured and provide for a minimum of ten (10) days prior written notice to the City of Watertown in the event of cancellation. The Lessee shall provide the City of Watertown with a Certificate of Insurance consistent with demonstrating the requirements herein stated. The cancellation or other termination of any insurance policy issued in compliance with this section shall automatically terminate the lease, unless another policy has been filed and approved pursuant to this section and shall be in effect at the time of such cancellation or termination.
- 12. Maintenance of Buildings: The Lessee will maintain the structures occupied by them and the surrounding land premises in good order and make such repairs as necessary. The Lessee shall control weeds and landscaping near, about or around the building to the extent the presence of such weeds and landscaping could not be reasonably construed to be determined deleterious to the value of the other improvements at the Airport or the common or exclusive real estate portions or elements of the Airport, itself. In the event of fire or any other casualty to structures owned by the Lessee, the Lessee shall either repair or replace the building or remove the damaged building and restore the leased area to its original condition; such action must be accomplished within one hundred, twenty (120) days of the date the damage. Upon petition by the Lessee, the Lessor may grant an extension of time if it appears such extension is warranted. Lessee further agrees not to deposit any trash, garbage, or similar refuse on any part of the premises. In the event Lessee fails to comply with this paragraph, the Lessor may notify the Lessee in writing that such maintenance, cleaning, repair or replacement shall be done, and in the event that Lessee fails to correct the condition within fifteen (15) days of the Lessor's written notice, the Lessor may enter the premises of the Lessee and provide the necessary custodial service and bill the Lessee for the expense thereof. Lessee agrees that any failure to comply with the foregoing shall, in the sole and exclusive discretion of the Lessor, be cause for immediate termination of the lease with all rights accruing in favor of the Lessor pursuant to Paragraph 16.
- **13. Right to Inspect:** The Lessor reserves the right to request entrance and access to, in and about the premises, which request will not be unreasonably withheld, at any reasonable time for the purpose of making any inspection, maintenance, repair, showing or any other reasonably-related airport function it may deem expedient to the proper enforcement or execution of any of the covenants or conditions of this agreement. A current key will be issued to the Lessor for any purpose hereunder.
- 14. Taxes: The Lessee shall pay all taxes or assessments that may be levied against the personal property of the Lessee or the buildings which the Lessee may erect on lands exclusively to them. Any failure in the foregoing on the part of the Lessee shall be considered a material breach hereunder. Time shall be of the essence with respect to compliance with this section with the due date designated by taxing authorities being controlling to determining the Lessee's compliance.
- **15. Signs:** No signs, postings or advertising matter may be erected, mounted or similarly located at, on or about the premises without the express, written consent of the Lessor. The Lessee shall display the

address assigned to the hangar prominently and conspicuously upon the hangar exterior with lettering the minimum of 3 inches and a maximum of 5 inches.

- **16. Default:** The Lessee shall be deemed in default upon:
 - a) Failure to pay rent within thirty (30) days after due date;
 - b) The filing of a petition under the Federal Bankruptcy Act or any amendment thereto including a petition for reorganization or an arrangement;
 - c) The commencement of a proceeding for dissolution or for the appointment of a receiver;
 - d) The making of an assignment for the benefit of creditors;
 - e) Violation of any restrictions, conditions, provisions contained in this lease, or failure to keep any of its covenants after written notice to cease such violation and failure to correct such violation within thirty (30) days.

In the event of a default, except for the payment of rent, the Lessor shall give written notice of the nature of the default to the Lessee issued to Lessee's last known or reasonably ascertainable post office address. The Lessee shall have thirty (30) days from the date of said notice to cure any Default if so allowed under any applicable or controlling provision hereunder. Failure to timely pay rent shall constitute a Default without further required notice except as required under Wisconsin state statutes or governing Wisconsin Administrative Code. Default as defined under this paragraph, shall authorize the Lessor, at its sole and exclusive option, to declare this lease void, cancel the same, and re-enter and take possession of the premises. In any litigation to enforce the terms of this lease, the Lessor may recover all costs, damages and expenses suffered by Lessor by reason of Lessee's default, including attorney fees to the extent permitted by law. As an alternative, Lessor may elect to cure any default and add the cost attributable to such cure to Lessee's rent and recover the same upon the successive collection of rent, and, in case of failure to so recover such amounts, said amounts shall be additional damages recoverable by the Lessor in suit to enforce or make any form of recovery under this lease.

- 17. Title: Title to the building or associated improvements erected, modified or maintained by the Lessee shall remain with the Lessee and shall be transferable pending written approval by the Lessor. Upon termination of this lease, the Lessee may, at the sole and exclusive option of the Lessor, remove the buildings, equipment, and property, and restore the leased property to its original, pre-lease condition.
- **18. Return of Possession:** At the termination of this Lease, Lessee shall surrender peaceable possession of the property to Lessor in as good of condition as when Lessee entered into this agreement, reasonable wear and tear being excepted.
- 19. Option to Renew: Lessor does hereby grant unto Lessee the right and option to renew and extend the term of this lease for two (2) additional period(s) of ten (10) years each. Such renewal and extension shall be on like covenants, agreements, terms, provisions, and conditions as are contained herein, except that the Rent shall be adjusted as set forth in Paragraph 4 of this lease. Lessee shall provide written notice to Lessor of Lessee's exercise of this option to renew not later than one hundred twenty (120) days prior to the expiration of any term under this lease.
- 20. Snow Removal: The Lessor agrees to provide snow removal services to the Lessee's leased premises as reasonably possible in, near and about the premises-hangar area, except within five (5) feet of hangar door(s) or exterior walls or impediments as reasonably possible. Snow removal shall be accomplished only after all runways, apron, and primary taxiways have been first cleared.

- 21. Risk of Operation: Lessee shall take possession of the premises subject to the known and unknown but reasonably inferable hazards of operating, maintaining, and storing an aircraft and shall assume all risks of accidents to agents, employees, guests, trespassers and self in the pursuit of said uses detailed first written and detailed above. Further, Lessee agrees that Lessor shall in no way be liable for any damage or loss due to any reason other than those set forth in this lease or by virtue of a reckless or negligent act by the Lessor.
- **22. Lease Transfer:** The Lessee may not, at any time during the time of this lease, assign or transfer this agreement or any interest contained therein, without the express, written consent of the Lessor.
- 23. City of Watertown Not Responsible for Acts or Omissions of Third Parties: The City of Watertown shall not be responsible or liable to Lessee or any Lessee agents, employees, guests or trespassers for any loss or damage that may be occasioned by or through either the acts or omissions of persons occupying any part of the hangar(s) adjacent to the premises, or tenants in any other part of the hangar or improvements on, near or about the premises under any subleases or similar arrangements then-in effect. Nothing shall preclude Lessee from bringing any action necessary to obtain damages from third parties on the premises if damages are incurred by the Lessee as a result of the actions of such third parties.
- 24. Airport Development: The Lessor reserves the right, in its sole and exclusive discretion, to further develop or improve the Airport as it sees fit without interference or hindrance. If the development or improvement of the Airport requires the relocation of the Lessee, the Lessor agrees to provide a compatible and comparable location and agrees to relocate all buildings or provide similar facilities for the Lessee at no cost to the Lessee.
- **25. Cumulative Right:** The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law or specifically identified as such hereunder.
- **26. Subordination Clause:** This Lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States and/or the State of Wisconsin relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a
- condition precedent to the expenditure of federal or state funds for the development of the Airport. Furthermore, this Lease may be amended to include provisions required by those agreements with the United States or the State of Wisconsin.
- 27. No Agency or Partnership: Nothing in this Lease shall be construed to create any type of partnership, agency or any other type of relationship between the parties other than a "landlord/tenant" relationship.
- **28. Entire Agreement/Amendment:** This Lease contains the entire agreement of the parties and there are no other promises, obligations, covenants or conditions in or a part of any other agreement whether oral or written. This Lease may be modified or amended in writing if said writing is signed by each party bound hereunder.
- 29. Severability: If any portion of this Lease shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and remain in full force and effect. If a court of competent personal and subject matter jurisdiction finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provisions it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforceable as so limited and done so in the manner most harmonizing to the balance of the agreement.
- **30. Arbitration:** Any controversy or claim arising out of or relating to this Lease or any alleged breach thereof, which cannot be settled between the parties, may be settled by arbitration in accordance

with the rules of the American Arbitration Association, and judgment upon the dispute rendered by the arbitrator(s) shall be final and binding on the parties.

31. Representations: Each party hereto represents that it has validly entered into this Agreement and has the legal authority to do so in binding fashion.

LESSOR: CITY OF WATERTOWN	LESSEE:
Ву:	Andrew Schmidt
Mayor	
Attest:	1002 Forest View Court
City Clerk	Lake Mills, WI 53551
	Lessee address for communications
	pursuant to Agreement:
STATE OF WISCONSIN)	
) ss.	
COUNTY OF JEFFERSON)	
Personally appeared before me this day of	of, 20, Emily McFarland and Mark Stevens who
acknowledged that they were Mayor and City C	Clerk, respectively of the City of Watertown and that they, as such
Mayor and City Clerk, being authorized to do so pages on the City's behalf.	, executed the foregoing instrument consisting of typewritten
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
Notary Public, State of Wisconsin	
My commission expires	20
STATE OF WISCONSIN)	
) ss.	
COUNTY OF JEFFERSON)	
Personally appeared before me this da	ay of, 20,, who
acknowledged that they are said	
being authorized's behalf.	d to do so, executed the foregoing instrument on
Notary Public, State of Wisconsin My commission expires	0

RESOLUTION TO APPROVE US CELLULAR EQUIPMENT UPGRADES ON CITY HALL TOWER

SPONSOR: ALDERPERSON BOARD, CHAIR FROM: PUBLIC WORKS COMMISSION

WHEREAS, the City of Watertown has multiple lease agreements with cellular providers and other entities for their equipment on the City Hall Tower; and,

WHEREAS, The City has a lease with US Cellular for them to have equipment on the City Hall Tower; and,

WHEREAS, US Cellular has requested the lease be amended to make changes to US Cellular's equipment on the City Hall Tower; and,

WHEREAS, the Engineering Division had their consultant and the City Attorney's office review and approve the equipment upgrades for US Cellular; and,

WHEREAS, US Cellular has applied for and Public Works Commission has approved them to perform upgrades to their equipment located on the City Hall Tower; and,

WHEREAS, US Cellular and/or their sub-contractors are liable and responsible to cover inspection costs and subsequent repairs for any and all damage (paint coatings, ground ruts, concrete cracks, ladder integrity, railing integrity, and/or other items not listed) that may occur to the City Hall Tower as explained in the lease terms.

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 the amendment to the lease agreement for equipment upgrades performed by US Cellular and/or their sub-contractors.

	YES	NO	
DAVIS			ADOPTED July 2, 2024
LAMPE			
BOARD			
BARTZ			CITY CLERK
BLANKE			
SMITH			APPROVED July 2, 2024
SCHMID			
WETZEL			
MOLDENHAUER			MAYOR
MAYOR MCFARLAND			
TOTAL			

Site Name: Watertown DT Site Number: 786369

SECOND AMENDMENT TO TOWER AND GROUND SPACE LEASE

This Second Amendment to Tower and Ground Space Lease ("Second Amendment") made ________, 2024, modifies that certain Tower and Ground Space Lease dated May 17, 2000, as amended by the First Amendment Tower and Ground Space Lease January 22, 2015, (collectively, the "Lease"), by and between the City of Watertown, a Wisconsin municipal corporation, hereinafter referred to as "Watertown" and United States Cellular Operating Company LLC, a Delaware limited liability company, having an address at Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631, hereinafter referred to as "U.S. Cellular".

WHEREAS, Watertown and U.S. Cellular entered into the Lease which provides U.S. Cellular with the right to occupy and use the Premises located at 106 Jones Street, Watertown, Wisconsin in return for consideration to Watertown; and

WHEREAS, Watertown and U.S. Cellular desire to amend the Lease to document U.S. Cellular's intended changes to the equipment ("Modifications") at said Site; and

NOW THEREFORE, in consideration of the terms of the Lease and this Second Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Watertown and U.S. Cellular agree that the Lease is now modified as follows:

- I. Lease Exhibit A-1 is hereby deleted in its entirety and replaced with the Second Amendment Exhibit A-2.
- II. Except as specifically modified herein, the Lease shall remain in full force and effect as originally executed. The Lease and this Second Amendment shall be binding on the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Watertown and U.S. Cellular have executed this Second Amendment as of the last signature below.

WATERTOWN: City of Watertown	U.S. CELLULAR: United States Cellular Operating Company LLC
By:	By:
Printed:	Printed:
Title:	Title: Vice President
Date:	Date:

[NOTARY PAGE TO FOLLOW]

EXHIBIT A-2 Section 10, Item E.

Site Name: Watertown DT

Site Number: 786369

STATE OF WISCONSIN)				
COUNTY OF JEFFERSON)				
I, the undersigned, a notate certify that	, knov ond Amendr acknowledge	vn to me to ment to Towe ed that he/she	be the same per and Ground Spanisigned the said A	rson whose n pace Lease, ap	ame i
Given under my hand and	seal this	day of		, 202	
			Notary I	Public	
		My com	mission expires		
STATE OF ILLINOIS)				
COUNTY OF COOK)				
I, the undersigned, a notal certify that whose name is subscribed to the for appeared before me this day in persigned the said Amendment as his uses and purposes therein stated.	yregoing Sec eson and ack	ice President, cond Amendm nowledged th	known to me to ent to Tower and at, pursuant to his	be the same Ground Space her authority,	person Lease he/sh
Given under my hand and	seal this	day of		, 2024.	
			Notary Pub	lic	
		Mv com	mission expires		
		J	1 -		



WATERTOWN DOWNTOWN (786369)
WATERTOWN, WISCONSIN
MIDBAND ADDITION DRAWINGS
155' SELF-SUPPORT TOWER (COLO)

Section 10. Item E.

Consulting Engineers, In

GORNATURE Engineers, Inc.
624 WATER STREET
PRAIRIE DU SAC, WI 53578
608.644.1449 VOICE
608.644.1549 FAX

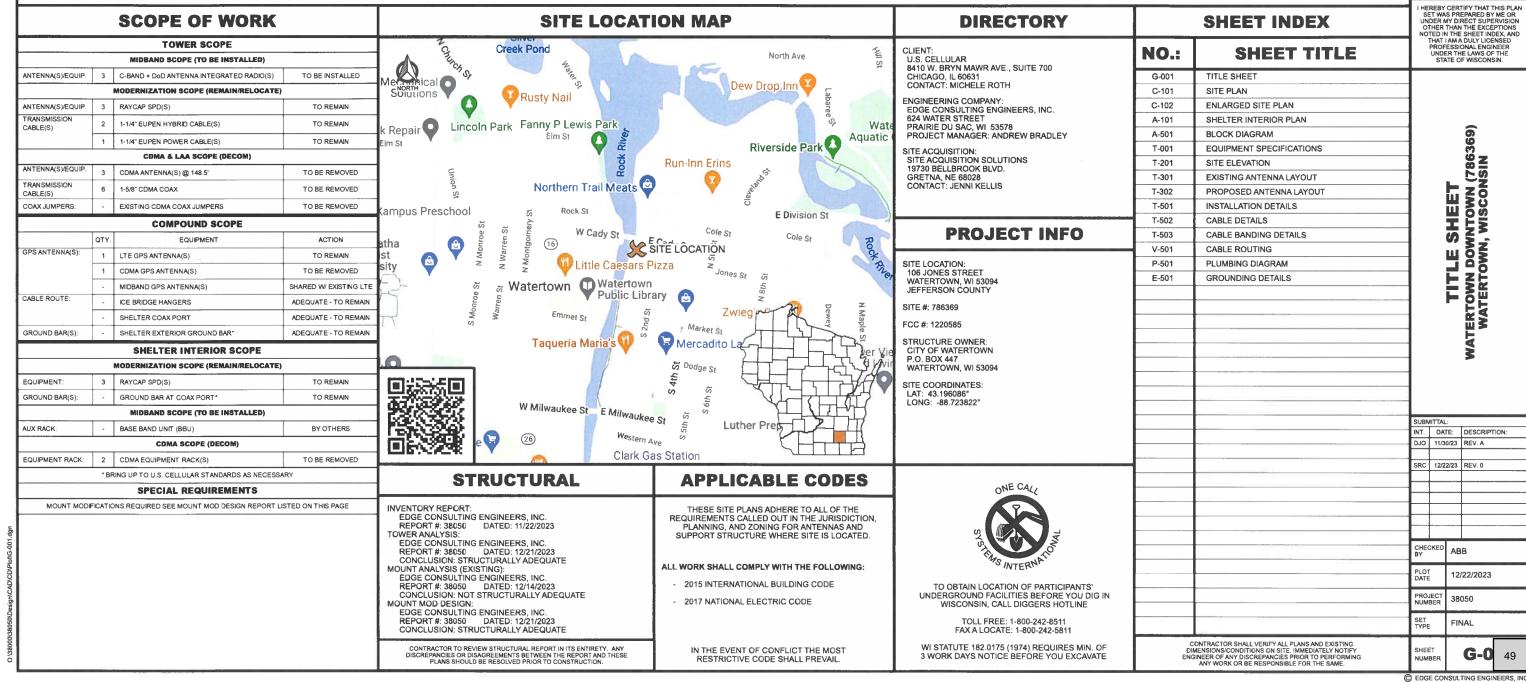
CLIENT



U.S. CELLULAR 8410 W, BRYN MAWR AVE SUITE 700 CHICAGO, IL 60631

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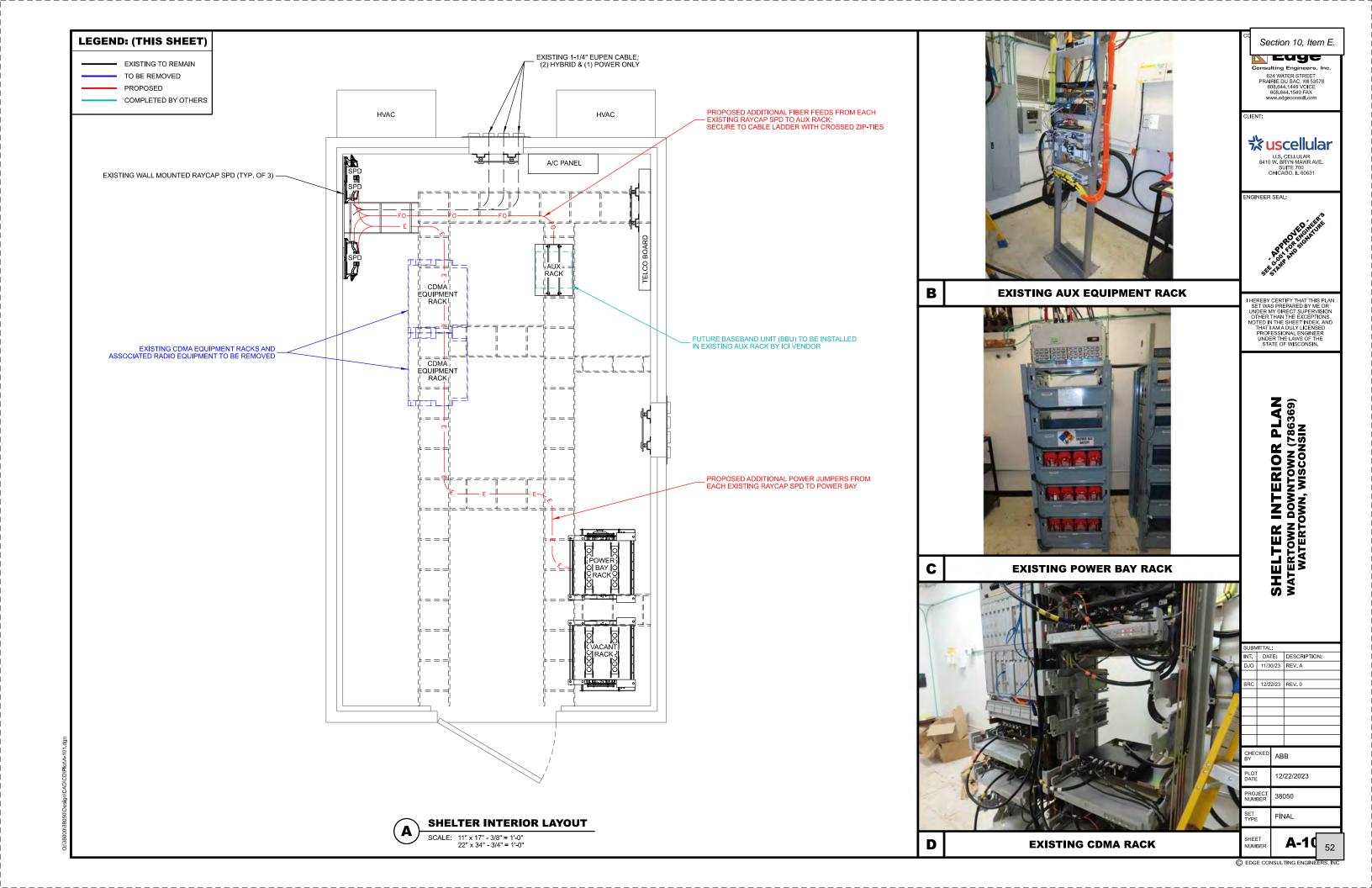


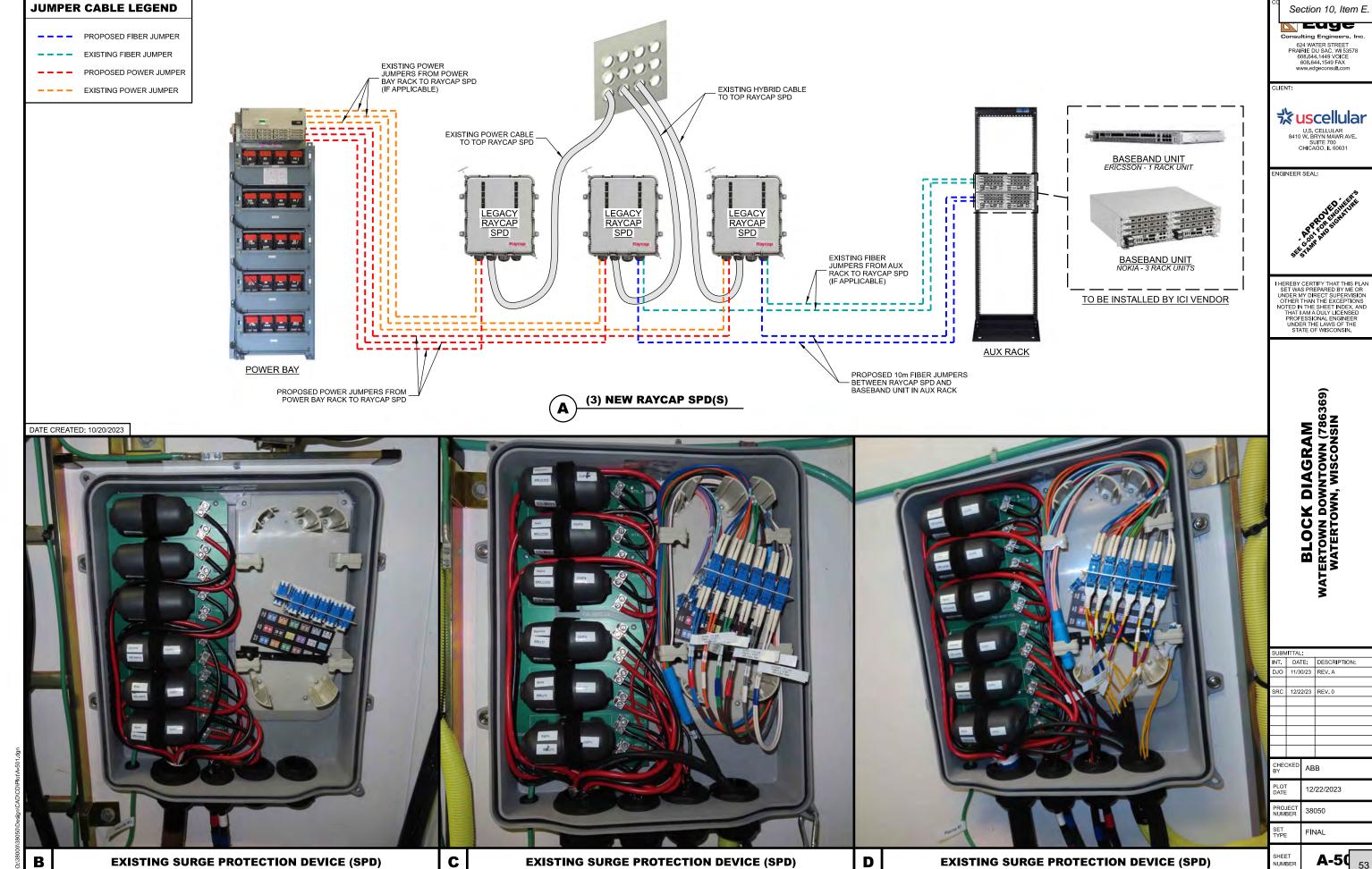


SUBMITTAL:										
INT.	DATE:	DESCRIPTION:								
DJO	11/30/23	REV. A								
SRC	12/22/23	REV. 0								

	CHECKED BY		AB	В			
	PLOT DATE		12/	12/22/2023			
ı	PROJECT NUMBER		38050				
	SET TYPE		FIN	IAL			

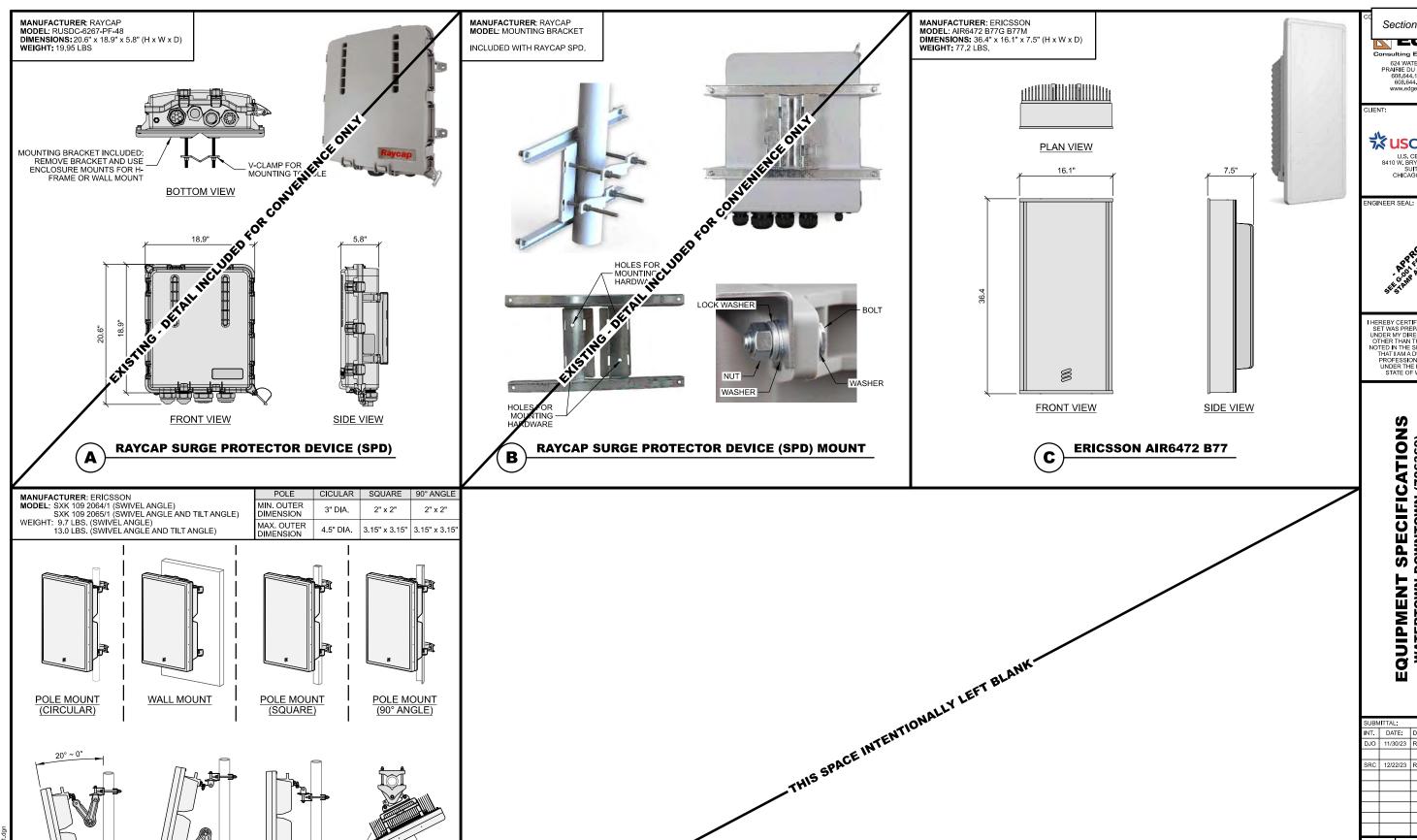






%uscellular

INT. DATE: DESCRIPTION:



ERICSSON SWIVEL MOUNT KIT

 \mathbf{D}

Section 10, Item E.

Luge

Consulting Engineers, Inc. 624 WATER STREET PRAIRIE DU SAC, WI 53578 608.644.1449 VOICE 608.644.1549 FAX www.edgeconsult.com



U.S. CELLULAR 8410 W. BRYN MAWR AVE. SUITE 700 CHICAGO, IL 60631



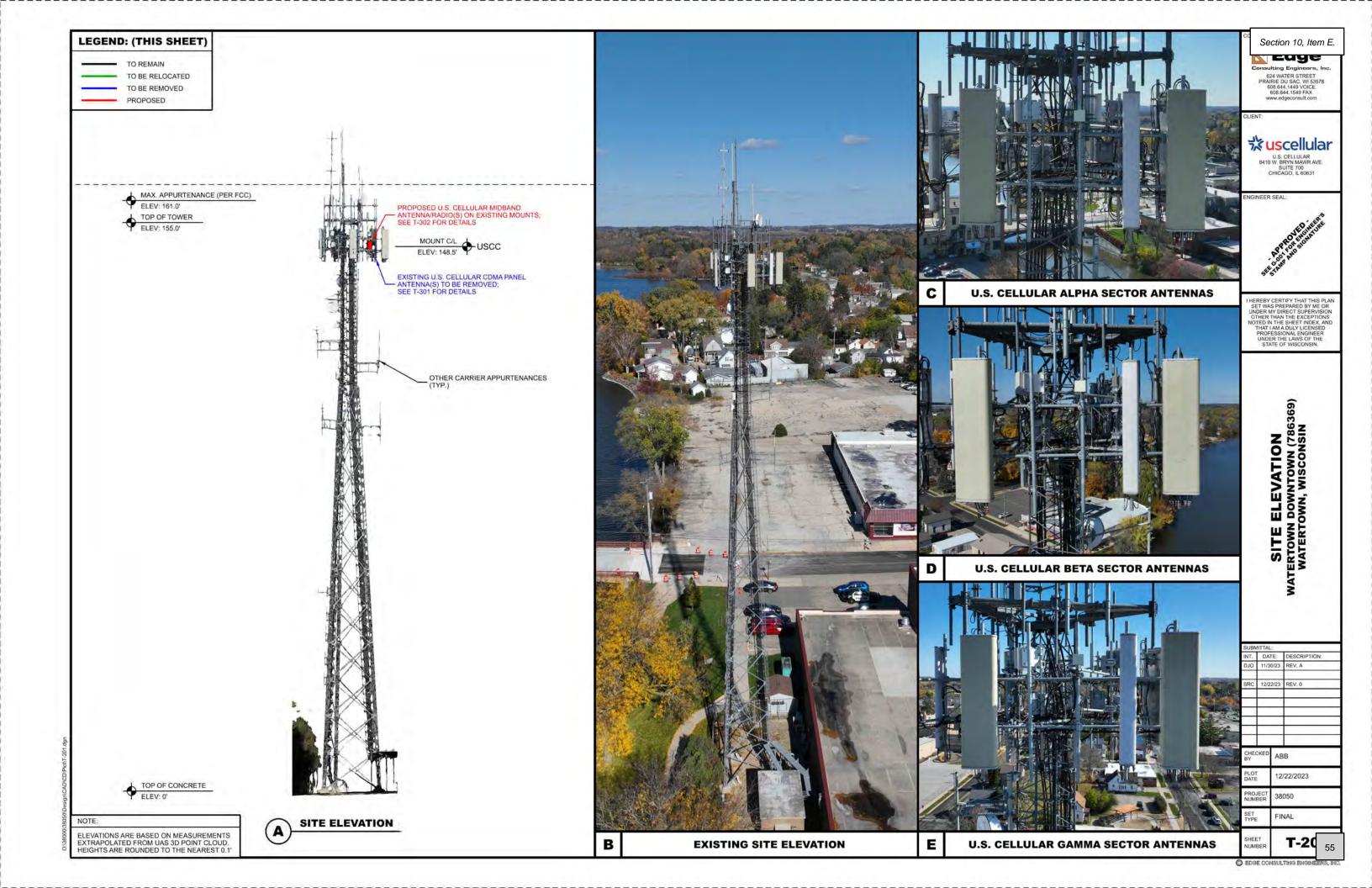
I HEREBY CERTIFY THAT THIS PLAN SET WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION OTHER THAN THE EXCEPTIONS NOTED IN THE SHEET INDEX, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF WISCONSIN.

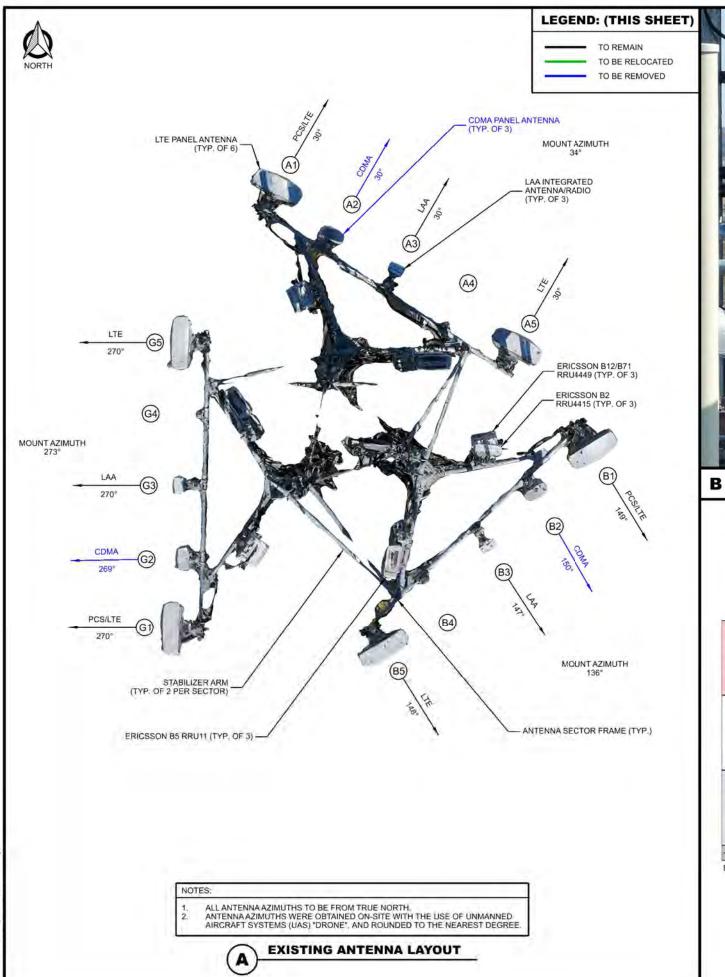
EQUIPMENT SPECIFICATIONS WATERTOWN DOWNTOWN (786369) WATERTOWN, WISCONSIN

INT. DATE: DESCRIPTION: DJO 11/30/23 REV. A SRC 12/22/23 REV. 0

CHECKED ABB 12/22/2023 38050 SET TYPE FINAL

SHEET







	Antenna Position	Technology	Antenna Model	Antenna Quantity	RAD Center	Azimuth	Surge Protector Qty.	B12/B71 Radio	Radio Qty.	B2/B66 Radio	Radio Qty.	B5 Radio	Radio Qty.	MidBand Radio	Radio Oty.	Cable Type	Cable Qty.
	A1	PCS/LTE	Amphenol TWIN658LU000G-T	1	148.5	30°	1	RRU4449	1	RRU4415	1	1.5	3	- 05	6	1-1/4" Hybrid	1
4	A2	CDMA	KMW AM-X-CW-18-65-00T-RET	1	148.5'	30"	\times	~	~		\sim	G		Tre-	1	1-5/8" Coax	2
ALPHA	A3	LAA	Integrated Antenna/Radio	1 -	151.5	30°	Shared	-	-		3	-	- 6	RRU2205	1	Shared	- 40
4	A4	4		17.4		1.47	16-74-94	1.14	" e-		3	1.0	- 5-	100	Sed	87.1	1.4
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	B2	CDMA	KMW AM-X-CW-18-65-00T-RET	1	148.5	150°	140	1.2	- 3		40	-	- 4	- Frid	4	1-5/8" Coax	2
	B3	LAA	Integrated Antenna/Radio	10.7	151.5'	147°	Shared					1.7	4	RRU2205	1	Shared	1.
ш	B4	3-1	-	- 3	1.0	LW.	-			7.2.	2	3		19	201	- 5-5	-
	B5	LTE	Amphenol TWN658LU000G-T	1	148.5	148°	Shared	-	- 2		-	RRU11	7	16-1	.41	Shared	-
	G1	PCS/LTE	Amphenol TWIN658LU000G-T	1	148.5	270°	Shared	RRU4449	1	RRU4415	1			19.11		Shared	10
4	G2	CDMA	KMW AM-X-CW-18-65-00T-RET	1	148,5'	269°	15×	F 92	. e.:		×		-	141	2	1-5/8" Coax	2
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EXISTING ANCILLARY EQUIPMENT OVERVIEW

Black Text = Remain Green Text = Relocate Blue Text = Remove

EXISTING ANTENNA & EQUIPMENT LOADING (C)

Section 10, Item E.

Luge

Consulting Engineers, Inc 624 WATER STREET PRAIRIE DU SAC, WI 53578 608.644.1449 VOICE 608.644.1549 FAX www.edgeconsult.com

%uscellular

U.S. CELLULAR 8410 W. BRYN MAWR AVE. SUITE 700 CHICAGO, IL 60631

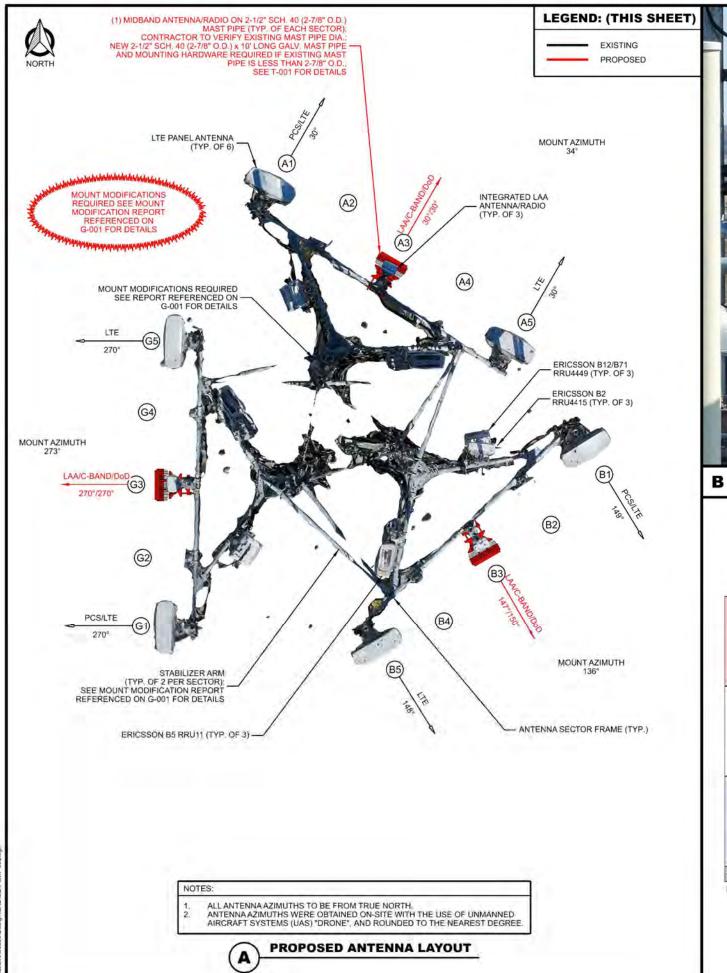
NGINEER SEAL:

I HEREBY CERTIFY THAT THIS PLAN SET WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION OTHER THAN THE EXCEPTIONS NOTED IN THE SHEET INDEX, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF WISCONSIN,

EXISTING ANTENNA LAYOUT WATERTOWN DOWNTOWN (786369) WATERTOWN, WISCONSIN

INT. DATE DESCRIPTION 11/30/23 REV, A 12/22/23 REV. 0

ABB 12/22/2023 38050 FINAL





	Antenna Position	Technology	Antenna Model	Antenna Quantity	RAD Center	Azimuth	Surge Protector Qty.	B12/B71 Radio	Radio Qty.	B2/B66 Radio	Radio Qty.	B5 Radio	Radio Qty.	MidBand Radio	Radio Qty.	Cable Type	Cable Qty.
T	A1	PCS/LTE	Amphenol TWIN658LU000G-T	1	148.5'	30°	1	RRU4449	1	RRU4415	1	-		-		1-1/4" Hybrid	1
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ALPHA	A3	LAA	Integrated Antenna/Radio	3.1	151.5'	30°	Shared	De.	ĸĒ1		31	18	3	RRU2205	1	Shared	-
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	A5	LTE	Amphenol TWIN658LU000G-T	1	148.5	30°	Shared	100	181		44	RRU11	. 1		Leg.	Shared	1.0
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	B3	LAA	Integrated Antenna/Radio	12	151,5'	147°	Shared	740	51.	147	9	74.	114	RRU2205	1	Shared	12
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	B4	-		3.0		7.91	19	Det 1		Det	N/H	□€ 1	3	77.47		H-	12
	B5	LTE	Amphenol TWIN658LU000G-T	1	148.5'	148°	Shared		-	- 7	~	RRU11	- 1	112	2	Shared	
	G1	PCS/LTE	Amphenol TWN658LU000G-T	1	148.5	270°	Shared	RRU4449	1.	RRU4415	1		11.54	14-1	121	Shared	+
	G2	15 19 1.11	4	1.60	1,4	1151	11211	17-17	127	14.5	(-0	136	1147	164	13.1	1.42	
IMA	22	LAA	Integrated Antenna/Radio	240	151.5'	270°	Shared	190	5.0	760	18	Q.II	- 2	RRU2205	1	Shared	
GAMMA	G3	DoD/C-Band	Integrated Antenna/Radio		148.5	270°	Shared	341,1	35	141	12	961	12	AIR6472	1	Shared	64
	G4	(P)		100	4	12	1.94	OE T	100	Jemi		1	14.70	100		19	
	G5	LTE	Amphenol TWIN658LU000G-T	1	148.5'	270°	1	124	10	2.4	091	RRU11	1	1.4		1-1/4" Hybrid	1
otal:				6			3		3		3		3		6		3

PROPOSED ANTENNA & EQUIPMENT LOADING

C

EXISTING ANCILLARY EQUIPMENT OVERVIEW

Section 10, Item E.

Luge

Consulting Engineers, Inc. 624 WATER STREET PRAIRIE DU SAC, WI 53578 608 644,1449 VOICE 608,644,1549 FAX www.edgeconsult.com

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U.S. CELLULAR 8410 W. BRYN MAWR AVE. SUITE 700 CHICAGO, IL 60631

NGINEER SEAL:

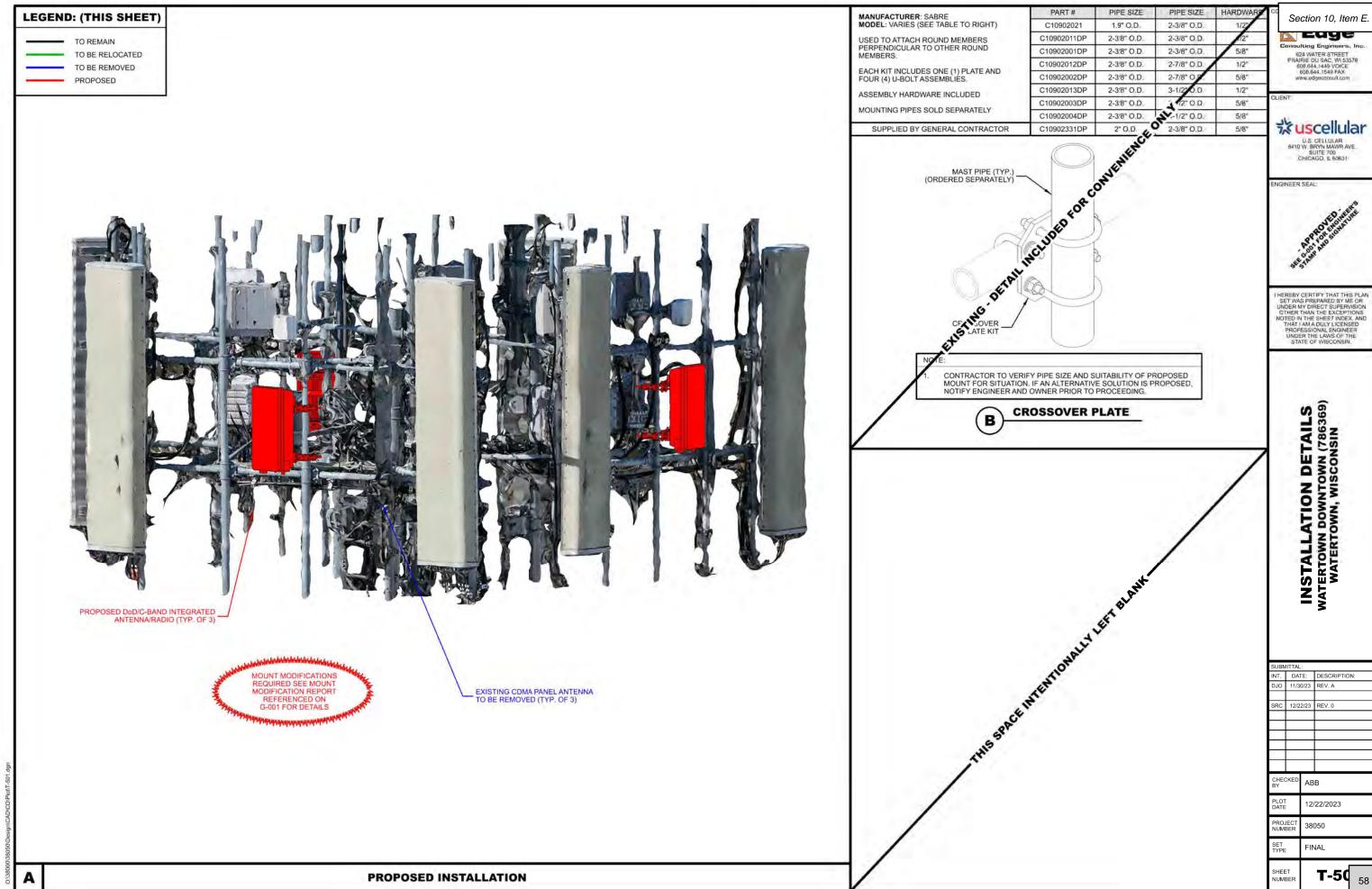
I HEREBY CERTIFY THAT THIS PLAN SET WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION OTHER THAN THE EXCEPTIONS NOTED IN THE SHEET INDEX, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF WISCONSIN,

PROPOSED ANTENNA LAYOUT WATERTOWN DOWNTOWN (786369) WATERTOWN, WISCONSIN

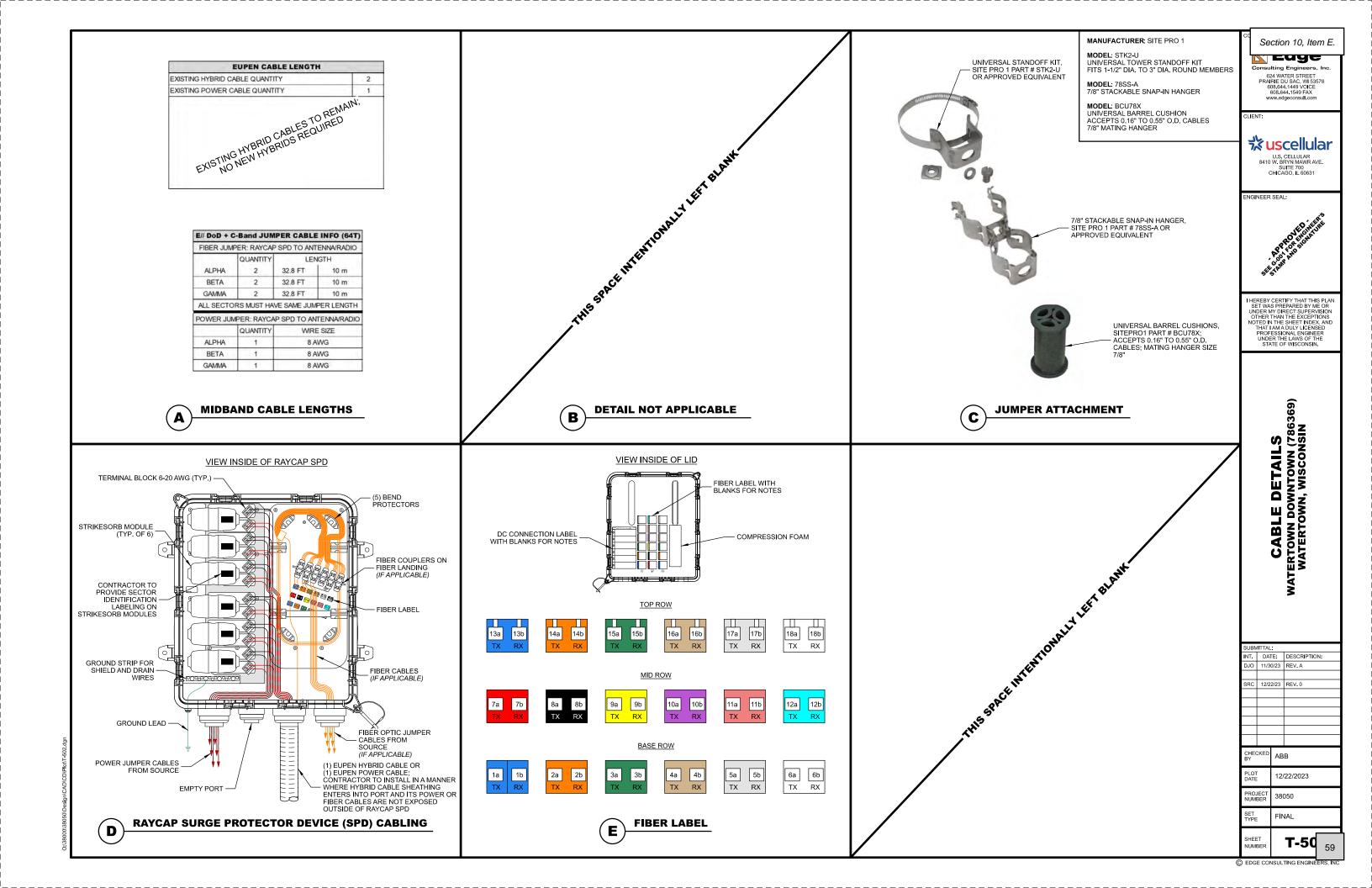
INT. DATE DESCRIPTION 11/30/23 REV, A 12/22/23 REV. 0 ABB

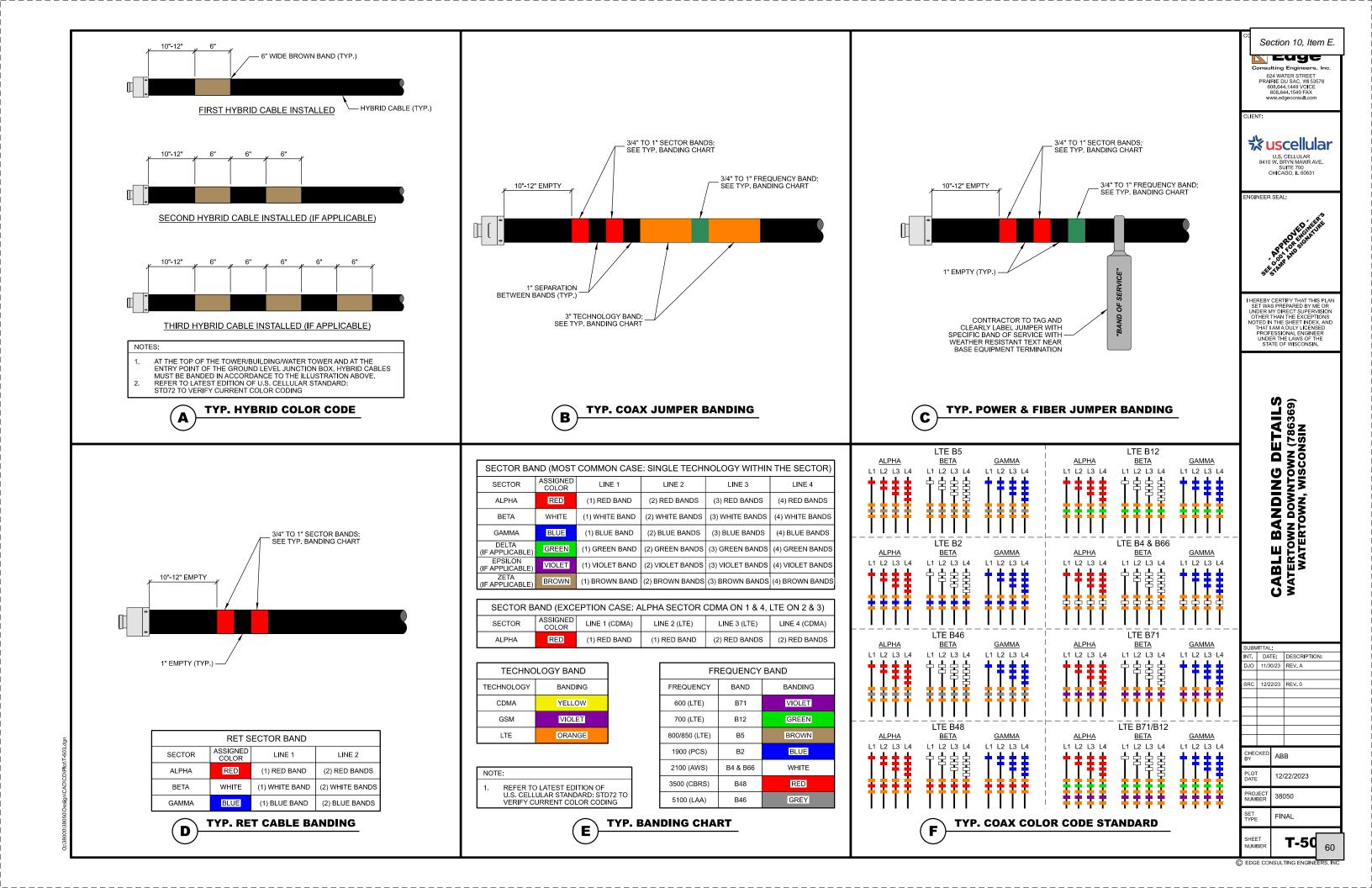
12/22/2023 38050

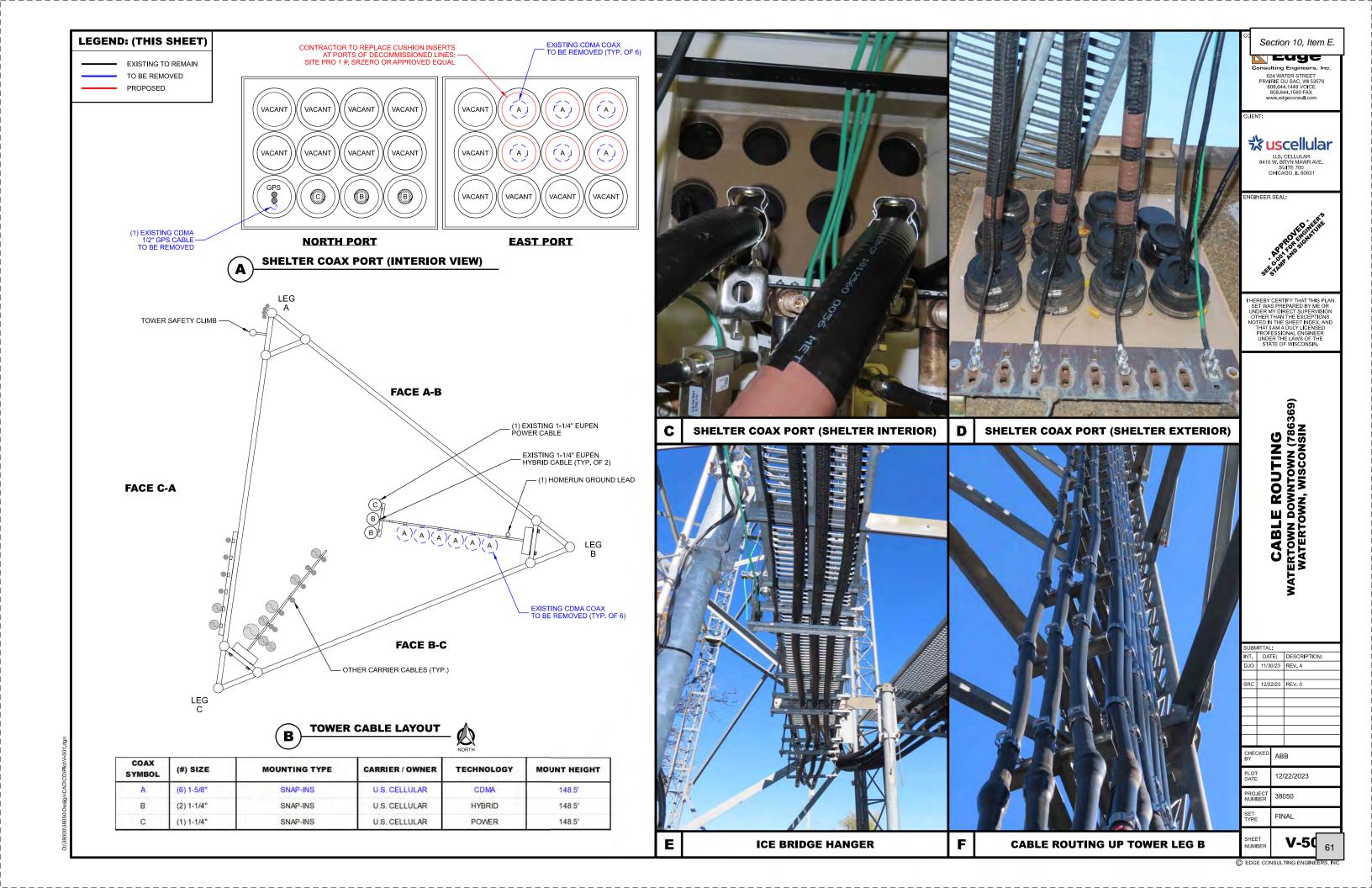
FINAL T-30



C EDGE CONSULTING ENGINEERS. INC.



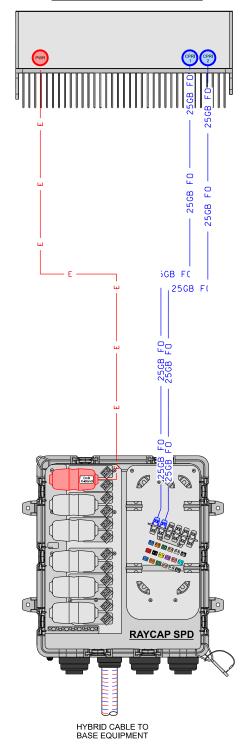






E// DoD 64T64R / C-Band 64T64R PER SECTOR CONFIGURATION

DoD - C-Band DUAL BAND INTEGRATED ANTENNA/RADIO





EUPEN HYBRID CABLE —F0— FIBER JUMPER — E — POWER JUMPER

PLUMBING DIAGRAM: DoD (64T) - C-Band (64T) E//DBR

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Section 10, Item E.

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ENGINEER SEAL:



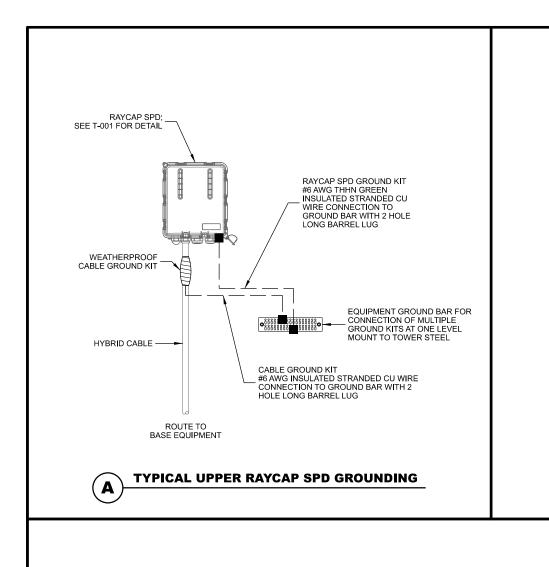
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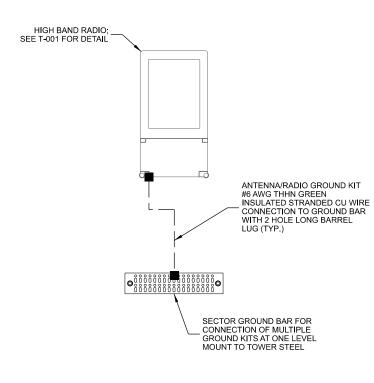
PLUMBING DIAGRAM WATERTOWN DOWNTOWN (786369) WATERTOWN, WISCONSIN

SUBM	SUBMITTAL:									
INT.	DA	ΓE:	DESCRIPTION:							
DJO	11/3	0/23	REV. A							
SRC	12/22/23		REV. 0							
CHECKED A		AB	В							

	PLOT DATE	12/22/2023
s:	PROJECT NUMBER	38050
5:		
ALL ANTENNA & RADIO UNIT DEPICTIONS ARE GENERIC AND ARE MEANT TO BE A	SET TYPE	FINAL

ARE GENERIC AND ARE MEANT TO BE A REPRESENTATION OF THE INSTALLATION. ALL JUMPERS BETWEEN RADIO UNITS & ANTENNAS MUST BE THE SAME LENGTH. CONTRACTOR TO INSTALL WEATHERPROOF CAP ON ALL UN-USED PORTS.



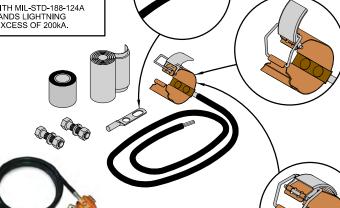


TYPICAL UPPER RADIO GROUNDING

B



COMPLIES WITH MIL-STD-188-124A AND WITHSTANDS LIGHTNING STRIKES IN EXCESS OF 200kA.



PART#	CABLE SIZE & TYPE	LENGTH	LUG	WEIGHT
GK-C12	1/2" CORRUGATED	5'	UNATTACHED	1.50 LB.
GK-C78	7/8" CORRUGATED	5'	UNATTACHED	1.65 LB.
GK-C114	1-1/4" CORRUGATED	5'	UNATTACHED	1.70 LB.
GK-C158	1-5/8" CORRUGATED	5'	UNATTACHED	1.70 LB.
GK-C214	2-1/4" CORRUGATED	5'	UNATTACHED	1.80 LB.

CLIP ON GROUND KIT (c)

Section 10, Item E.

<u> Luge</u>

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NGINEER SEAL:



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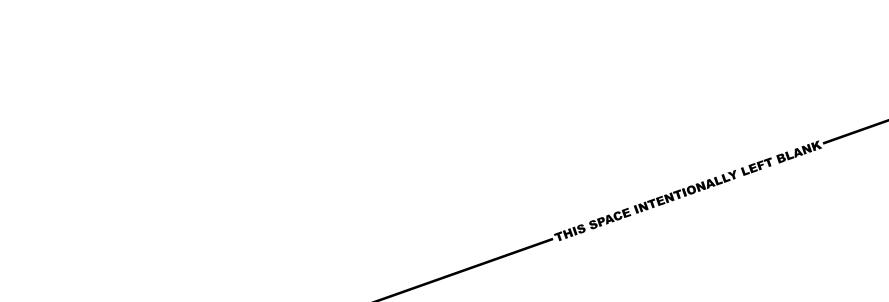
GROUNDING DETAILS
WATERTOWN DOWNTOWN (786369)
WATERTOWN, WISCONSIN

INT. DATE: DESCRIPTION: DJO 11/30/23 REV. A SRC 12/22/23 REV. 0

CHECKED ABB 12/22/2023 38050

SET TYPE FINAL

SHEET



RESOLUTION TO AWARD 2024 SIDEWALK REPLACEMENT PROGRAM CONTRACT #11-24

SPONSOR: ALDERPERSON BOARD FROM: PUBLIC WORKS COMMISSION

WHEREAS, the following sealed bids were received for the 2024 Sidewalk Replacement Program Contract; and,

CONTRACTOR	Base Bid A Sidewalk Removal and Replacement
New Generation Construction, LLC, Beloit, WI	\$48.449.71
R.B.3, Sullivan, WI	\$48,717.57
Parking Lot Maintenance, Pewaukee, WI	\$98,672,55

WHEREAS, Next Generation Construction, LLC, was the lowest responsive & responsible bidder and accepting the bid received from Next Generation Construction, LLC, appears to be in the best interest of the City of Watertown, and,

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Watertown that the proper City Officials be and are hereby authorized to enter into an agreement for the 2024 Sidewalk Replacement Program Contract with Next Generation Construction, LLC, Beloit, Wisconsin for Base Bid A, Sidewalk Removal and Replacement Total Amount: \$48,449.71. Said money is to be taken out of the Sidewalk Reserve Account #05-58-11-73.

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

ADOPTED July 2, 2024
CITY CLERK
APPROVED July 2, 2024
MAYOR



2024 Sidewalk Replacement (#9131729)

Owner: City of Watertown Solicitor: City of Watertown 06/12/2024 10:00 AM CDT

						Next Generation Construction, LLC,				Parking Lot Maintenance,	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Sullivan, WI Extension		ukee, WI Extension
Base Bid A: Sidewalk Replacement							\$48,449.71		\$48,717.57		\$98,672.55
	1A	1A	Removing Concrete Sidewalk	SF	2937.49	\$3.00	\$8,812.47	\$3.00	\$8,812.47	\$11.00	\$32,312.39
	2A	2A	Base Aggregate Dense 3/4-Inch	TON	54	\$13.25	\$715.50	\$22.00	\$1,188.00	\$35.00	\$1,890.00
	ЗА	3A	Concrete Sidewalk 4-Inch	SF	2472.43	\$13.25	\$32,759.70	\$13.00	\$32,141.59	\$20.90	\$51,673.79
	4A	4A	Concrete Sidewalk 5-Inch	SF	97.6	\$13.25	\$1,293.20	\$13.00	\$1,268.80	\$26.00	\$2,537.60
	5A	5A	Concrete Sidewalk 6-Inch	SF	194.46	\$13.25	\$2,576.60	\$13.50	\$2,625.21	\$27.00	\$5,250.42
	6A	6A	Concrete Sidewalk HES 6-Inch	SF	173	\$13.25	\$2,292.25	\$15.50	\$2,681.50	\$28.95	\$5,008.35
Base Bid Total:							\$48,449.71		\$48,717.57		\$98,672.55