



FINANCE/TRANSIT COMMITTEE MEETING AGENDA

MONDAY, DECEMBER 12, 2022 AT 5:30 PM

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

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

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

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

1. CALL TO ORDER

2. REVIEW AND APPROVE MINUTES

A. Minutes of November 21, 2022

B. Minutes of December 6, 2022

3. BUSINESS

A. Discuss: fare changes for taxi service

B. Review and take action: setting a public hearing date regarding transit fare changes (if needed)

C. Adjourn Transit Commission portion of the meeting

D. Review and take possible action: create the position of Programming Event Coordinator with the Parks, Recreation, and Forestry Department as a Grade K position

E. Review and take action: payroll resolution for 2023

F. Review and take action: EMS Billing Write Offs

G. Review and take action: Environmental Health Fee Schedule

H. Review and take action: Ordinance to Amend Chapter 428 Article IV Annual Riverfest Celebration of the City of Watertown General Ordinances

I. Review and take action: Approve the Resolution to Allocate Fund 12 (Riverfest Funds) to Organization Name

J. Review and update: Wastewater Capital Improvement Plan 2022, provide awareness of aeration system upgrade project expense balance carry over into 2023

K. Review and update: Water Capital Improvement expense 2022, provide awareness of an emergency purchase for a new HVAC furnace at the West Drinking Water Treatment Plant expense carry over into 2023

L. Review and take action: hire Aaron Giles to fill the open vacancy with the wastewater team as the Maintenance & Facilities Foreman at Grade M, Step 1 [\$32.75/hr.], and permission to offer to alternative candidate if necessary

M. Review and take possible action: purchase street sweeper from RNOW of West Allis, WI for \$282,774.50

N. Review and take possible action: Approve hiring Stacy Winkelman for the Operations Manager at Grade R, Step 1

O. Review and take possible action: Approve hiring Matt Willmann for the Assistant Operations Manager at Grade M, Step 1

P. Review and take possible action: Approve hiring Tom Nichols and Jason Heller for the Two Working Foremen Positions Each at Grade J

- Q. Review and take possible action: Approve hiring Chris Newberry for the Public Works Project Manager at Grade M
- R. Review and take action: Sale of PIN 291-0815-0624-004
- S. Convene into closed session per Wis. Stat. Sec. 19.85(1)(g) to confer with legal counsel of the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. (Indoor Pool Agreement.)
- T. Reconvene to open session

4. ADJOURNMENT

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

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



FINANCE COMMITTEE MEETING MINUTES

MONDAY, NOVEMBER 21, 2022 AT 5:30 PM

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

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

Others present: Finance Director Mark Stevens, Attorney Steven Chesebro, Interim Streets Superintendent Stacy Winkelman, Fire Chief Travis Teesch, Recs & Park Director Kristine Butteris, Tony Rauterberg, Tim Hayden

1. **Call to order.** Mayor McFarland called the meeting to order at 5:30 p.m.
2. Review and approve: **Minutes addendum from October 10-17, 2022** (Budget Meetings). Ald Lampe moved, seconded by Ald Davis, to approve, and carried by unanimous voice vote.

Ald. Lampe moved, seconded by Ald Bartz, to approve **minutes from November 11, 2022** with a clarification in Item #6 (open enrollment taking place in early December 2022 for 2023), and carried by unanimous voice vote.
3. Update and Discussion on **Riverfest**: As an update from the prior discussion on Riverfest, Mayor McFarland compiled feedback received from residents following the press release sharing the organizational and financial position of the festival. Ald Lampe sought to confirm that the key concerns surrounding Riverfest's future are governance, finances, and time constraints for the advance preparations for securing entertainment. Ald Lampe indicated that a group of citizens have assembled to brainstorm the creation of a non-profit organization to accept the oversight of the festival. With the potential of being given the Riverfest fund balance, along with seeking financial sponsorships and partnering with private businesses, these individuals believe they could continue with an annual music festival. He requested the city attorney draft a resolution that dissolves Riverfest Fund [12], providing its remaining assets to the organization and have the new group work with the mayor to assemble a list of city services requested. The group believes that a proforma budget can be prepared for presentation at the December 12 finance committee meeting.
4. Ald Davis moved, seconded by Ald Bartz, to **convene into closed session** per Wis. Stat. Sec. 19.85(1)(g) to confer with legal counsel of the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. (**Vacation Policy**). Approved with unanimous roll call vote.
5. Reconvene into open session
6. Review and take action: **Vacation Policy**. S Chesebro met with approximately twenty employees concerned with the loss of vacation for the portion of the 2021 year between one's anniversary date and December 31. For the record, written communication signed by employees of Park, Rec and Forestry was distributed to committee members as well. Ald Davis moved, seconded by Ald Lampe, to authorize the staff to prepare a resolution to award all current employees with a start date prior to January 1, 2022 a proration of 2021 vacation for the period of the anniversary start date through December 31, 2021, effective January 1, 2023. Approved by unanimous voice vote.

Ald Lampe moved, seconded by Ald Davis, to recommend a resolution to Common Council that adopts **vacation and final payment policy** that indicates vacation time is to be used in the same

year in which it is earned, and an employee that separates employment will be entitled to pay for all unused, earned vacation from January 1 to the date of termination. Approved by unanimous voice vote.

7. Review and take action: **2023 EMS coverage contract for Township of Lebanon**. Chief Teesch presented a 2023 contract that mirrors the current one with additional comment to initiate successor agreements in October to help with the Lebanon budgeting timeline. Ald Lampe moved, seconded by Ald Davis, to approve as presented, and carried by unanimous voice vote.
8. Review and take action: approve resolution to **amend City of Watertown 2022 general fund budget to purchase pickup truck**. Kristine Butteris explained that the pricing for a $\frac{3}{4}$ -ton pickup truck for the Park Department could not be found within the approved budget of \$38,000 (Capital Fund). Available funds of \$4,173 are located in Parks- Equipment Repairs [01-55-41-42] and are requested to move to Parks- Capital Outlay [01-55-41-60] to allow the purchase of a \$42,173 truck from Ewald Automotive Group. Ald Davis moved, seconded by Ald Bartz, to approve the purchase with recommendation for the budget amendment, and carried by unanimous voice vote.
9. Review and take action: approve resolution to **repair Aquatic Center slides and platforms**. Kristine Butteris informed the committee that only one company bid on the slide restoration needed for the aquatic center. A down payment of 35% is requested to initiate work on design plans now. Ald Davis moved, seconded by Ald Lampe, to approve the contract, and carried by unanimous voice vote. This will be posted to Prepaid Expenses [05-16-22-00].
10. Review and take action: Ald Davis moved, seconded by Ald Bartz, to approve the **hiring of Alicyn Nicholson as the Aquatic & Recreation Manager/Programmer** at Grade K, Step 1 [\$29.34/hr], and carried by unanimous voice vote.
11. Review and possible approval: Ald Bartz moved, seconded by Ald Lampe, to approve the **hiring of Philip Rhodes as Solid Waste Route employee** at Grade G, Step 1 [\$21.19/hr], and carried by unanimous voice vote.
12. Review and take possible action: Adjustment of 2022 Payroll Resolution to add **Operations Manager at Grade R** as reviewed and recommended by Carlson Dettman. Ald Lampe moved, seconded by Ald Bartz, to approve, and carried by unanimous voice vote.
13. Review and take possible action: Adjustment of 2022 Payroll Resolution to add **Assistant Operations Manager at Grade M** as reviewed and recommended by Carlson Dettman. Ald Lampe moved, seconded by Ald Bartz, to approve, and carried by unanimous voice vote.
14. Review and take possible action: Adjustment of 2022 Payroll Resolution to add **Working Foreman at Grade J** as reviewed and recommended by Carlson Dettman. Ald Lampe moved, seconded by Ald Davis, to approve, and carried by unanimous voice vote.
15. Review and take action: resolution to apply for **capital grant from Department of Transportation for fleet purchases** for shared-ride taxi service for 2023 in estimated amount of \$70,000 with the City's share expected to be 20%. Ald Lampe moved, seconded by Ald Davis, to approve, and carried by unanimous voice vote.
16. Review and take action: resolution to apply for **operating grant from Department of Transportation** for shared-ride taxi service in the amount of \$514,173 for the addition of a year of shared-ride taxi service with Passenger Transit Inc. Ald Bartz moved, seconded by Ald Lampe, to approve, and carried by unanimous voice vote.
17. Ald Lampe moved, seconded by Ald Bartz, to **convene into closed session** per § 19.85(e) for deliberating or negotiating the purchase of public properties, the investing of public funds, or

conducting other specified public business, whenever competitive or bargaining reasons require a closed session (**Sale of land proposal from BASO Gas Products LLC**). Approved with unanimous roll call vote.

18. Reconvene into open session

19. Ald Bartz moved, seconded by Ald Lampe, to **convene into closed session** per § 19.85(e) for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session (**Purchase of Real Estate for Fire Department**). Approved with unanimous roll call vote.

20. Reconvene into open session

21. **Adjournment.** Ald. Lampe moved to approve adjournment at 6:49 pm, seconded by Ald. Bartz, and carried by unanimous voice vote.

Respectfully submitted,

Mark Stevens, Finance Director

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



FINANCE COMMITTEE MEETING MINUTES

MONDAY, DECEMBER 06, 2022 AT 6:30 PM

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

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

Others present: Finance Director Mark Stevens, Attorney Steven Chesebro, Fire Chief Travis Teesch, Ald Romlein

1. **Call to order.** Mayor McFarland called the meeting to order at 6:30 p.m.
2. Review and take action: Fire Department land purchase. Attorney Chesebro reviewed the offer to purchase vacant land. There are two parcels collectively comprising approximately 7.612 acres. Addendum C is updated to indicate the purchase price of \$225,000 will be paid to two entities (\$1,000 to Watertown Collective LLC and \$224,000 to Hoffman Matz, LLC). Chief Teesch indicated that Five Bugles reviewed this property and indicated that this location will permit the Fire Department to respond to 94% of the City within 8 minutes of an emergency call. Ald Bartz moved, supported by Ald Lampe, to approve a resolution to City Council to purchase these two parcels with the modified Addendum C for \$225,000 with a closing date no later than January 31, 2023. Approved with unanimous voice vote.
3. **Adjournment.** Ald. Ruetten moved to approve adjournment at 6:39 pm, seconded by Ald. Bartz, and carried by unanimous voice vote.

Respectfully submitted,

Mark Stevens, Finance Director

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

FARE STATISTICS TO STUDY RATE INCREASE

		Hourly Rate 2019	2019	Hourly Rate 2021	Operating Cost 2021	Hourly Rate 2022	Operating Cost 2022
Contract Amount with PTI (2020 skipped due to low numbers)	\$	27.12	\$ 810,888.00	\$ 28.87	\$ 863,213.00	\$ 28.87	\$ 863,213.00

29000 Hours

COMPARED REVENUE IF ELDERLY/DISABLED FARES RAISED \$0.25 PER RIDE AND \$1.50 PER RIDE FOR OUT OF TOWN

Category	Fare/Ride	2023 estimate at current rate		2023 estimate at increase		Difference Revenue
		Rides	Revenue	Rides	Revenue	
Elderly/Disabled	\$ 3.00	37000	\$ 101,750.00	37000	\$ 111,000.00	\$ 9,250.00
Children under 12	\$ 3.00	1900	\$ 57,000.00	1900	\$ 57,000.00	\$ 0.00
Agency	\$ 9.00	2500	\$ 22,500.00	2500	\$ 22,500.00	\$ 0.00
Regular	\$ 4.00	34000	\$ 136,000.00	3400	\$ 136,000.00	\$ 0.00
Children Accompany	\$ 2.00	700	\$ 1,400.00	700	\$ 1,400.00	\$ 0.00
Corner Service	\$ 2.25	5000	\$ 11,250.00	5000	\$ 11,250.00	\$ 0.00
Out of Town	\$ 10.00	800	\$ 6,800.00	800	\$ 8,000.00	\$ 1,200.00
Totals		101800	\$ 336,700.00	101800	\$ 347,150.00	\$10,450.00

Contract Amount with PTI	Hourly Rate	Operating Costs
29900 Hours	\$ 31.27	\$ 934,973.00

FARE PERCENT INCREASE BY CATEGORY

Category	Current Fare/Ride	Future Fare/Ride	Difference
Elderly/Disabled	\$ 2.75	\$ 3.00	\$0.25
Children under 12	\$ 3.00	\$ 3.00	\$-
Regular	\$ 4.00	\$ 4.00	\$-
Children Accompany	\$ 2.00	\$ 2.00	\$-
Corner Service	\$ 2.25	\$ 2.25	\$-
Out of Town	\$ 8.50	\$ 10.00	\$1.50

2023 BUDGET

	Requested Budget	Approved Budget	Updated* at current	Updated* fare
Local Share	\$82,625.00	\$82,625.00	\$82,625.00	\$73,588.00
State Aid	\$208,466.00	\$215,018.00	\$215,018.00	\$215,044.00
Federal Aid	\$290,039.00	\$299,155.00	\$299,155.00	\$299,191.00
Fare Revenue	\$325,244.00	\$325,244.00	\$336,700.00	\$347,150.00
Total Income:	\$906,374.00	\$922,042.00	\$933,498.00	\$934,973.00
Contract Amount	\$ 934,973	\$ 934,973	\$ 934,973	\$ 934,973
Difference	\$28,599.00	\$12,931.00	\$1,475.00	\$-

*Federal/state funding around 55% of operating cost *remaining is paid by cab revenue and local share

Changes in fares, service hours or schedules for 5311/85.20 grantees must be approved by a WisDOT Program Manager before they are enacted or brought before a governing body of the grantee.

If a third-party vendor operates the service, changes to the transit system schedule must be consistent with the service level advertised in the original RFP used to hire the vendor. If they are consistent, then small increases or decreases may (or may not) be approved by WisDOT. Repeated increases or decreases over the course of a 5-year agreement may be denied to maintain that consistency. Any mid-year changes in service provided by a third-party vendor must be reflected in a written amendment to the annual contract between the local public body and the vendor.

The general public must also be notified via a public meeting before implementation of fare changes or significant service increases or decreases. Public input can be gained through a City Council or other open, regularly-held meeting or at a separate public meeting solely for transit.

In addition, at least one public notice must be published in local newspaper(s) 21-30 days before the meeting date. It must list the fare/schedule change as a topic or agenda item. All council/public comments and responses occurring during the meeting must be fully documented, with a copy of those comments, meeting notes, and other pertinent information to be uploaded into the Resources section of the BlackCat system (with file names making their contents obvious).

WisDOT has planning grants available for grantees looking to evaluate changes to their operations. Contact the WisDOT Section 5304 Program Manager for more information. WisDOT does not, however, have additional operating assistance grants available to subsidize new service added after the funding distribution has been finalized for the current year.

Changes in agency rates - the rate charged to a human/social service organization for rides instead of fares to individuals - are not subject to the public notice review. WisDOT suggests that agency rates be set lower than or equal to the average expense per passenger; this allows the human service organization to receive a lower transportation expense than going through a private provider while the transit system can cover its costs for that rider.

NOTICE OF PUBLIC HEARING
CITY OF WATERTOWN, WISCONSIN

Public notice is hereby given that the City of Watertown Common Council will hold a public hearing on January 17, 2023 or February 7, 2023 at 7:00 pm at Watertown City Hall, Council Chambers, 106 Jones Street, Watertown, WI, to hear public comments regarding the proposed fare increases for the Transit System:

Category	Current	Proposed	Increase
Adult	4.00	4.00	0
Children Accompany Adult (same destination)	2.00	2.00	0
Children under 18	3.00	3.00	0
Elderly/Disabled(card required)	2.75	3.00	.25
Corner Stop Service	2.25	2.25	0
Package/prescription delivery	8.25	8.25	0
2 miles outside City	8.50	10.00	1.50
Agency/MTM	9.00	9.00	0

Megan Dunneisen,
City Clerk

POSITION DESCRIPTION

This job description has been prepared to assist in the evaluation of various classes of responsibilities, skills, and working conditions. It indicates the kinds of tasks and levels of work difficulty generally required of positions given this job. The principle duties and responsibilities enumerated are all essential functions except for supplemental duties and responsibilities. Supplemental duties are described beginning with the word "May." This job description is not intended to limit or modify the right of any supervisor to assign, direct and control the work of employees. Nothing contained herein is intended or shall be construed to create or constitute a contract of employment between any employee or group of employees and the City. The City retains and reserves any and all rights to change, modify, amend, add to, or delete from any section of this description as it deems, in its judgment, to be proper.

Revised: August 3, 2022

Title: Bentzin Family Town Square Programming Event Coordinator
& Forestry FLSA Status: Exempt

Department: Parks, Recreation,

General Summary:

This is a managerial and administrative position responsible for overseeing all aspects of event programming at the Bentzin Family Town Square ("The Venue") and programming through the recreation department. This position works closely with the Director of Park and Recreation and the City's economic development staff to develop programming that aligns with the economic development goals of the City.

Reporting Relationships:

Under administrative direction of the Director of Park and Recreation Department and the Bentzin Family Town Square Programming Committee, this position exercises considerable initiative and judgement in managing programming in the recreation department as well as operations of "The Venue". This position is responsible for overseeing and managing contracted personnel and vendors, including, but not limited to, contracted maintenance technicians.

Specific Accountabilities:

1. Develop and maintain annual, and ongoing, programming schedule for The Venue and recreation department.
2. Actively solicit vendors, performers, exhibitors, etc. to generate engagement downtown.
3. Respond to requests for Venue rental and integrate rentals into programming schedule.
4. Perform all activities in accordance with the requirements of public government and Department policy.
5. Prepare event and programming plans, budgets, timelines, resource requirements and equipment lists. Ensure deadlines, budgetary guidelines and quality standards are met.
6. As necessary, direct and coordinate onsite activities of vendors, volunteers and contractors to ensure successful execution of programs and events.
7. Procure and oversee all the necessary contracts or City services to maintain a safe and clean environment at The Venue, including, but not limited to, sanitation, landscape maintenance, policing and security.
8. Identify and secure event, and annual, sponsors through national, regional or local sponsorship agreements. Oversee event sponsorship acknowledgements and disseminate informational reports for all sponsors as requested.
9. Actively seek and apply for grant funding. Administer grant awards and ensure compliance with all reporting requirements.
10. Work closely with event organizations and vendors to facilitate event registration.
11. Work with the City's Media Department staff to:
 - a. Execute marketing strategies that drive attendance and engagement,
 - b. Generate multimedia content

12. Coordinate administrative materials, acquire equipment and supplies, including audiovisual, catering needs for events.
13. Draft Requests for Proposals (RFPs) and estimates. Negotiate agreements with contractors, organizations and vendors to ensure the lowest cost and highest quality of services.
14. Manage contracts and service agreements.
15. Conduct event risk assessments and collaborate with City Police Department and City Attorney to reduce/eliminate potential risks through acquiring additional event security and/or creating event waivers.
16. Analyze event performance and prepare reports for distribution to sponsors, board members, participants and other stakeholders as needed.
17. Build relationships and partnerships within the community with: businesses, sponsors/donors, nonprofit organizations/foundations, community organizations, etc.
18. Manage listing of events across various public and private event calendars.
19. Promote and represent the City in a professional manner.
20. Support the Director of Park and Recreation with other duties as assigned.

Required Knowledge, Skills and Abilities:

- Bachelor's degree from an accredited college or university with major course work in Marketing, Public Relations, Communications, Business, Hospitality Management, or a related field (equivalent combination of education and experience considered).
- Solid understanding of marketing and/or public relations.
- Customer service experience required.
- Strong verbal, written communication and organizational skills. Prior experience with boards of directors and/or city government is preferred.
- Excellent computer skills (Outlook, Word and Excel).
- Proven ability to meet deadlines and successfully manage multiple projects simultaneously.
- Must be able to work independently, possess strong work ethic and be detail-oriented.
- Possess strategic planning and problem solving skills.
- Works well in a fast-paced environment.
- Must be able to stand for long periods of time (4-5 hours) and lift up to 20 pounds.
- Ability to work in indoor and outdoor environments and withstand temperature changes and varying noise levels.
- Ability to develop and maintain effective working relationships with the general public, elected and appointed officials, other City departments, School District and other community organizations

Exceptional Qualifications:

- Three (3) years work experience with activities including project management, event planning, public relations, business administration, marketing, communications, volunteer or non-profit administration, or any equivalent experience.
- Experience in membership-driven organizations, with an emphasis on development, marketing management or equivalent experience.
- Understanding of business operations, community relations and finance.
- Supervisory experience preferred.
- Experience managing onsite staff.
- Proven success in overseeing the execution of community-wide events, marketing to diverse audiences, and/or securing sponsors to raise funds for event execution.



August 17, 2022

MEMORANDUM

TO: Emily McFarland and Lisa Schwartz

FR: Heather Barber, Consultant

RE: Classification Request – Programming Director

The City provided job documentation related to this position. This is a newly-created position requiring a Bachelors Degree and relevant experience.

Based on the job documentation and our comprehensive job evaluation, it is our recommendation that this position be classified as a Grade K position.

Please feel free to contact me with questions on this review.

City of Watertown

Watertown Parks and Recreation Department

514 S. First Street
Watertown, WI 53094
920-262-8080
Fax: 920-262-8087

November 15, 2022

TO: Finance Committee

FROM: Kristine Butteris, Director of Parks, Recreation, & Forestry

RE: Advertising for Programming Event Coordinator

The Parks, Recreation, & Forestry Commission has agreed to start advertising and the hiring process for the Bentzin Family Town Square Programming Event Coordinator position:

- The Parks, Recreation & Forestry department would like to move forward with the advertising and hiring of this position
- This position will need time to start the calendar of events for the town square.
- We would like the position to be hire at the beginning of the year to allow for community connections to be made.
- This position also needs time to meet with different organizations to understand the different needs and goals of the community.
- This position will also be assisting with programming as we do not have a recreation programmer, so our programs are currently ran by volunteers or seasonal staff.

We would like this to be hired on early in the year to allow the position time to become familiar with the area and learn the position before the start of the summer season.

PAYROLL RESOLUTION

SPONSOR: MAYOR MCFARLAND
FROM: FINANCE COMMITTEE

A resolution adjusting the annual salary or hourly rates to be paid the following city officials, supervisory, and non-union personnel of the City of Watertown, Wisconsin.

The Common Council of the City of Watertown, Wisconsin, do ordain as follows:

SECTION 1: Effective January 1, 2023, all full-time and permanent part-time non-represented employees (excluding library employees) shall receive compensation based on the appropriate step and grade of the attached pay chart for dates effective January 1, 2023.

SECTION 2: The Mayor may modify the attached pay chart to include any new positions budgeted for and approved by the Common Council at a grade consistent with the budgeted amount or to change a job title, provided the grade does not changed.

SECTION 3: The following elected and appointed city officials and employees shall receive, effective January 1, 2023, an annual salary of the amounts placed after their respective title:

Municipal Judge	\$30,079
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SECTION 4: The following part-time employees shall receive, effective January 1, 2023:

	<u>Jan. 1</u>
Police Auxiliary	\$15.76
Police Auxiliary Capt. – additional per hour	.50
Police Auxiliary Sgt. – additional per hour	.25
Crossing Guard	11.25
Election Inspector	9.00
Chief Election Inspector	10.00
Election Assistant	11.00
Cable TV PT Staffer	12.50
Engineering Intern (HS)	10.00-14.00
Engineering Intern (College)	14.00-19.00
PT Sr. Center Office Aid	12.00

SECTION 5: Only full-time employees previously eligible for longevity as of December 31, 2011, are eligible for longevity, and shall receive, in addition to their salary, the following annual amounts:

After 8 years of continuous service	\$175.50
After 12 years of continuous service	\$351.00
After 16 years of continuous service	\$526.50

SECTION 6: The City will contribute toward health insurance the following amounts for those employees who elect to receive it: Full-time single: 90% of the lowest cost plan offered in Jefferson/Dodge Counties; Full-time family: 90% of the lowest cost plan offered; Permanent part-time employees as defined by WRS: 25 – 50% of the lowest cost plan offered for either single or family coverage.

SECTION 7: The City will contribute toward dental insurance the following amount for employees who elect to receive it: Full-time single: 90%, Full-time family: 90%.

SECTION 8: LIBRARY. Hourly rates and salaries paid to personnel employed by the Library shall be set by the Library Board.

SECTION 9: RECREATION DEPARTMENT. Hourly rates and contract amounts will be established by the Park, Recreation and Forestry Commission with the exception of seasonal maintenance employees, subject to council approval.

SECTION 10: STREET, PARK, FORESTRY AND WATER/WASTEWATER SEASONAL EMPLOYEES. Each person employed as a part-time seasonal maintenance employee shall be paid \$13.00 per hour plus an additional \$1.00 per year worked. Each person employed as a part-time seasonal office employee in these departments shall be paid \$11.00 per hour.

SECTION 11: All unionized City employees shall be compensated according to the appropriate union contracts.

SECTION 12: Non-union paramedics will receive the paramedic add-on pay as listed in the union contract.

SECTION 13: Unless specified differently in a section, this resolution shall take effect January 1, 2023.

CITY OF WATERTOWN**2023 PAY TABLE - HOURLY FORMAT (2080 HOURS)**

1.5% COLA increase from 2022

	2.500%	2.500%	2.500%	2.500%	2.500%	2.500%	2.500%	2.500%	2.500%	2.500%	2.500%
	87.50%	90%	92.50%	95%	97.50%	100%	102.50%	105%	107.50%	110%	112.50%
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Y	\$65.53	\$67.40	\$69.27	\$71.15	\$73.02	\$74.89	\$76.76	\$78.63	\$80.51	\$82.38	\$84.25
X	\$61.61	\$63.37	\$65.13	\$66.89	\$68.65	\$70.41	\$72.17	\$73.93	\$75.69	\$77.45	\$79.21
W	\$57.70	\$59.35	\$60.99	\$62.64	\$64.29	\$65.94	\$67.59	\$69.24	\$70.89	\$72.53	\$74.18
V	\$53.79	\$55.32	\$56.86	\$58.40	\$59.93	\$61.47	\$63.01	\$64.54	\$66.08	\$67.62	\$69.15
U	\$49.88	\$51.30	\$52.73	\$54.15	\$55.58	\$57.00	\$58.43	\$59.85	\$61.28	\$62.70	\$64.13
T	\$46.94	\$48.28	\$49.62	\$50.96	\$52.30	\$53.64	\$54.98	\$56.32	\$57.66	\$59.00	\$60.35
S	\$44.98	\$46.27	\$47.55	\$48.84	\$50.12	\$51.41	\$52.70	\$53.98	\$55.27	\$56.55	\$57.84
R	\$43.03	\$44.26	\$45.49	\$46.72	\$47.95	\$49.18	\$50.41	\$51.64	\$52.87	\$54.10	\$55.33
Q	\$41.06	\$42.24	\$43.41	\$44.58	\$45.76	\$46.93	\$48.10	\$49.28	\$50.45	\$51.62	\$52.80
P	\$39.11	\$40.23	\$41.35	\$42.47	\$43.58	\$44.70	\$45.82	\$46.94	\$48.05	\$49.17	\$50.29
O	\$37.16	\$38.22	\$39.28	\$40.35	\$41.41	\$42.47	\$43.53	\$44.59	\$45.66	\$46.72	\$47.78
N	\$35.19	\$36.20	\$37.20	\$38.21	\$39.21	\$40.22	\$41.23	\$42.23	\$43.24	\$44.24	\$45.25
N (2912 Hrs) Battalion Chief	\$25.14	\$25.86	\$26.58	\$27.29	\$28.01	\$28.73	\$29.45	\$30.17	\$30.88	\$31.60	\$32.32
M	\$33.24	\$34.19	\$35.14	\$36.09	\$37.04	\$37.99	\$38.94	\$39.89	\$40.84	\$41.79	\$42.74
M (2053 Hrs) Sgt	\$33.68	\$34.64	\$35.60	\$36.57	\$37.53	\$38.49	\$39.45	\$40.41	\$41.38	\$42.34	\$43.30
L	\$31.29	\$32.18	\$33.08	\$33.97	\$34.87	\$35.76	\$36.65	\$37.55	\$38.44	\$39.34	\$40.23
K	\$29.34	\$30.18	\$31.02	\$31.85	\$32.69	\$33.53	\$34.37	\$35.21	\$36.04	\$36.88	\$37.72
J	\$27.37	\$28.15	\$28.93	\$29.72	\$30.50	\$31.28	\$32.06	\$32.84	\$33.63	\$34.41	\$35.19
I	\$25.42	\$26.15	\$26.87	\$27.60	\$28.32	\$29.05	\$29.78	\$30.50	\$31.23	\$31.96	\$32.68
H	\$23.47	\$24.14	\$24.81	\$25.48	\$26.15	\$26.82	\$27.49	\$28.16	\$28.83	\$29.50	\$30.17
G	\$21.51	\$22.12	\$22.74	\$23.35	\$23.97	\$24.58	\$25.19	\$25.81	\$26.42	\$27.04	\$27.65
F	\$19.55	\$20.11	\$20.66	\$21.22	\$21.78	\$22.34	\$22.90	\$23.46	\$24.02	\$24.57	\$25.13
E	\$18.09	\$18.60	\$19.12	\$19.64	\$20.15	\$20.67	\$21.19	\$21.70	\$22.22	\$22.74	\$23.25
D	\$17.11	\$17.60	\$18.08	\$18.57	\$19.06	\$19.55	\$20.04	\$20.53	\$21.02	\$21.51	\$21.99
C	\$16.13	\$16.59	\$17.05	\$17.51	\$17.97	\$18.43	\$18.89	\$19.35	\$19.81	\$20.27	\$20.73
B	\$15.16	\$15.59	\$16.02	\$16.45	\$16.89	\$17.32	\$17.75	\$18.19	\$18.62	\$19.05	\$19.49
A	\$9.77	\$10.05	\$10.33	\$10.61	\$10.89	\$11.17	\$11.45	\$11.73	\$12.01	\$12.29	\$12.57

CITY OF WATERTOWN	
GRADE ORDER LIST	
GRADE	JOB TITLE
T	CITY ATTORNEY
T	DIRECTOR OF PUBLIC WORKS
T	CHIEF OF FIRE/EMERGENECY OPERATIONS
T	POLICE CHIEF
S	WATER/WASTEWATER UTILITIES MANAGER
S	FINANCE DIRECTOR
R	PUBLIC HEALTH OFFICER
R	OPERATIONS MANAGER
Q	DEPUTY CHIEF-FD
Q	ASSISTANT POLICE CHIEF
Q	ASSISTANT CITY ENGINEER
P	POLICE CAPTAIN
O	RECREATION AND PARKS DIRECTOR
O	WATER UTILITIES ASSISTANT MANAGER
N	BATTALION CHIEF SHIFT COMMANDER
N	ENGINEERING PROJECT MANAGER
N	ZONING ADMINISTRATOR/GRANT WRITER
N	PARKS SUPERVISOR
M	BUILDING INSPECTOR
M	STORMWATER PROJECT MANAGER
M	PUBLIC WORKS PROJECT MANAGER
M	ASSISTANT OPERATIONS MANAGER
M	PUBLIC HEALTH ASSISTANT DIRECTOR
M	POLICE SERGEANT
M	CLERK
M	WASTEWATER MAINTENANCE AND FACILITIES FOREMAN
M	STRATEGIC INITIATIVES AND DEVELOPMENT COORDINATOR
M*	HUMAN RESOURCES GENERALIST
M*	INFORMATION TECHNOLOGY COORDINATOR
L	BUILDING INSPECTOR-PT
L	SR. CENTER AND ENRICHMENT DIRECTOR/OFFICE MANAGER

L	DISTRIBUTION CREW LEADER
K	ENVIRO HEALTH SANITARIAN (CERTIFIED)
K	EMERGENCY PREP/ENVIRO HEALTH SPECIALIST
K	PUBLIC HEALTH NURSE - RN
K	BILINGUAL COMMUNICATIONS SPECIALIST (PT)
K	DEPUTY TREASURER/CLERK
K	AQUATICS AND RECREATION MANAGER/PROGRAMMER
K*	PROGRAMING EVENT COORDINATOR
K	WASTEWATER COLLECTIONS CREW LEADER
K	WASTEWATER OPERATIONS FOREMAN
K	WATER OPERATIONS FOREMAN
K	MEDIA AND COMMUNICATIONS DIRECTOR
J	PT CODE ENFORCEMENT
J	ENVIRO HEALTH SANITARIAN (NON-CERTIFIED)
J	CITY FORESTER/BUCKET TRUCK OPERATOR
J	911 DISPATCH SUPERVISOR
J	LAB MANAGER
J	STREET/STORMWATER WORKING FOREMAN
I	HEAVY EQUIPMENT OPERATOR
I	MECHANIC
I	PREVENTIVE MAINTENANCE
H	PARALEGAL
H	PT FIRE INSPECTOR
H	NURSE - LPN
H	ASSISTANT CITY FORESTER
H	MECHANIC/PARKS MAINTENANCE/POOL OPERATOR
H	PARKS SPECIALIZED MAINTENANCE
H	911 DISPATCHER
H	911 DISPATCHER(PT)
H	SPECIALIZED MAINTENANCE/LIGHT EQUIPMENT OPERATOR
H	SOLID WASTE COLLECTION - LEADMAN
H	WASTEWATER COLLECTIONS SPECIALIST
G	ACCOUNTING CLERK
G	ADMINISTRATIVE ASSISTANT-ENGINEERING AND INSPECTION
G	EXECUTIVE ASSISTANT
G	COURT CLERK (MUNICIPAL)
G	ADMINISTRATIVE ASSISTANT II
G	COMMUNITY SERVICES OFFICER

G	GENERAL LABORER-STREETS
G	SOLID WASTE COLLECTION
G	BILLING CLERK
G	WATER DISTRIBUTION TECHNICIAN
G	WATER UTILITY TECHNICIAN
G	ADMIN ASST/BILLING CLERK ASST
G	MEDIA PRODUCTIONS MANAGER
F	ADMINISTRATIVE ASSISTANT
F	GENERAL LABORER-PARK RECREATION AND FORESTRY
F*	CUSTODIAN
F	INVESTIGATIONS TECHNICIAN
F	RECORDS CLERK (POLICE)
F	ASSISTANT UTILITY BILLING CLERK
F	BUILDING AND GROUNDS MAINTENANCE SUPERVISOR/WASTEWATER RELIEF OPERATOR
F	LEGAL ASSISTANT (PT)
B	CLERK/TYPIST

*See attached memo regarding updated positions approved during the 2022 budgeting process.

Memo

To: Mayor McFarland & Finance Committee

From: Lisa Schwartz, Human Resources Generalist

Date: December 7, 2022

Re: **Payroll Resolution-Updated Positions**

The following positions have been reviewed by a third-party vendor as part of the preparation for the 2023 budgeting process. With the approval of the budget the following changes are added to the 2023 payroll resolution. Please note that as of December 7th the memo supporting the change to the HR Generalist position has been requested but has not been received. Please direct questions regarding the change to the City Attorney or the Mayor.

Event Programing Coordinator-New Position Grade K

Information Technology Coordinator-Currently Grade K increasing to Grade M

Human Resources Generalist-Currently Grade K increasing to Grade M

Custodian-Currently Grade C increase to Grade F

These positions have been noted on the payroll resolution for approval.



August 17, 2022

MEMORANDUM

TO: Emily McFarland and Lisa Schwartz

FR: Heather Barber, Consultant

RE: Classification Request – Programming Director

The City provided job documentation related to this position. This is a newly-created position requiring a Bachelors Degree and relevant experience.

Based on the job documentation and our comprehensive job evaluation, it is our recommendation that this position be classified as a Grade K position.

Please feel free to contact me with questions on this review.

POSITION DESCRIPTION

This job description has been prepared to assist in the evaluation of various classes of responsibilities, skills, and working conditions. It indicates the kinds of tasks and levels of work difficulty generally required of positions given this job. The principle duties and responsibilities enumerated are all essential functions except for supplemental duties and responsibilities. Supplemental duties are described beginning with the word "May." This job description is not intended to limit or modify the right of any supervisor to assign, direct and control the work of employees. Nothing contained herein is intended or shall be construed to create or constitute a contract of employment between any employee or group of employees and the City. The City retains and reserves any and all rights to change, modify, amend, add to, or delete from any section of this description as it deems, in its judgment, to be proper.

Revised: August 3, 2022

Title: Bentzin Family Town Square Programming Event Coordinator
& Forestry FLSA Status: Exempt

Department: Parks, Recreation,

General Summary:

This is a managerial and administrative position responsible for overseeing all aspects of event programming at the Bentzin Family Town Square ("The Venue") and programming through the recreation department. This position works closely with the Director of Park and Recreation and the City's economic development staff to develop programming that aligns with the economic development goals of the City.

Reporting Relationships:

Under administrative direction of the Director of Park and Recreation Department and the Bentzin Family Town Square Programming Committee, this position exercises considerable initiative and judgement in managing programming in the recreation department as well as operations of "The Venue". This position is responsible for overseeing and managing contracted personnel and vendors, including, but not limited to, contracted maintenance technicians.

Specific Accountabilities:

1. Develop and maintain annual, and ongoing, programming schedule for The Venue and recreation department.
2. Actively solicit vendors, performers, exhibitors, etc. to generate engagement downtown.
3. Respond to requests for Venue rental and integrate rentals into programming schedule.
4. Perform all activities in accordance with the requirements of public government and Department policy.
5. Prepare event and programming plans, budgets, timelines, resource requirements and equipment lists. Ensure deadlines, budgetary guidelines and quality standards are met.
6. As necessary, direct and coordinate onsite activities of vendors, volunteers and contractors to ensure successful execution of programs and events.
7. Procure and oversee all the necessary contracts or City services to maintain a safe and clean environment at The Venue, including, but not limited to, sanitation, landscape maintenance, policing and security.
8. Identify and secure event, and annual, sponsors through national, regional or local sponsorship agreements. Oversee event sponsorship acknowledgements and disseminate informational reports for all sponsors as requested.
9. Actively seek and apply for grant funding. Administer grant awards and ensure compliance with all reporting requirements.
10. Work closely with event organizations and vendors to facilitate event registration.
11. Work with the City's Media Department staff to:
 - a. Execute marketing strategies that drive attendance and engagement,
 - b. Generate multimedia content

12. Coordinate administrative materials, acquire equipment and supplies, including audiovisual, catering needs for events.
13. Draft Requests for Proposals (RFPs) and estimates. Negotiate agreements with contractors, organizations and vendors to ensure the lowest cost and highest quality of services.
14. Manage contracts and service agreements.
15. Conduct event risk assessments and collaborate with City Police Department and City Attorney to reduce/eliminate potential risks through acquiring additional event security and/or creating event waivers.
16. Analyze event performance and prepare reports for distribution to sponsors, board members, participants and other stakeholders as needed.
17. Build relationships and partnerships within the community with: businesses, sponsors/donors, nonprofit organizations/foundations, community organizations, etc.
18. Manage listing of events across various public and private event calendars.
19. Promote and represent the City in a professional manner.
20. Support the Director of Park and Recreation with other duties as assigned.

Required Knowledge, Skills and Abilities:

- Bachelor's degree from an accredited college or university with major course work in Marketing, Public Relations, Communications, Business, Hospitality Management, or a related field (equivalent combination of education and experience considered).
- Solid understanding of marketing and/or public relations.
- Customer service experience required.
- Strong verbal, written communication and organizational skills. Prior experience with boards of directors and/or city government is preferred.
- Excellent computer skills (Outlook, Word and Excel).
- Proven ability to meet deadlines and successfully manage multiple projects simultaneously.
- Must be able to work independently, possess strong work ethic and be detail-oriented.
- Possess strategic planning and problem solving skills.
- Works well in a fast-paced environment.
- Must be able to stand for long periods of time (4-5 hours) and lift up to 20 pounds.
- Ability to work in indoor and outdoor environments and withstand temperature changes and varying noise levels.
- Ability to develop and maintain effective working relationships with the general public, elected and appointed officials, other City departments, School District and other community organizations

Exceptional Qualifications:

- Three (3) years work experience with activities including project management, event planning, public relations, business administration, marketing, communications, volunteer or non-profit administration, or any equivalent experience.
- Experience in membership-driven organizations, with an emphasis on development, marketing management or equivalent experience.
- Understanding of business operations, community relations and finance.
- Supervisory experience preferred.
- Experience managing onsite staff.
- Proven success in overseeing the execution of community-wide events, marketing to diverse audiences, and/or securing sponsors to raise funds for event execution.



October 20, 2022

MEMORANDUM

TO: Lisa Schwartz, Human Resources Generalist

FR: Heather Barber, Consultant

RE: Classification Request – Information Technology Coordinator

The City provided job documentation related to this position and requested a review based on the updated duties.

This is a professional-level position reporting directly to the Mayor. It requires a Bachelors Degree and relevant experience.

The position was evaluated in a number of areas including Thinking Challenges, Decision-Making, Interactions and Communications, and Education and Experience, and based on the job evaluation score, it would be our recommendation that this position be moved from Grade K to Grade M on the City's salary plan.

Please feel free to contact me with questions on this review.

CITY OF WATERTOWN POSITION DESCRIPTION

This job description has been prepared to assist in the evaluation of various classes of responsibilities, skills, and working conditions. It indicates the kinds of tasks and levels of work difficulty generally required of positions given this job. The principle duties and responsibilities enumerated are all essential functions except for supplemental duties and responsibilities. Supplemental duties are described beginning with the word "May." This job description is not intended to limit or modify the right of any supervisor to assign, direct and control the work of employees. Nothing contained herein is intended or shall be construed to create or constitute a contract of employment between any employee or group of employees and the City. The City retains and reserves any and all rights to change, modify, amend, add to, or delete from any section of this description as it deems, in its judgment, to be proper.

DATE: September 22, 2020

Title: Information Technology Coordinator
Reports to: Mayor

FLSA Status: Exempt
Location: City Hall

General Summary:

Under the general direction of the Mayor, this position is responsible to oversee all city-wide information technology activities including site-related networking, database, hardware and software support, VPN support, and remote monitoring. This position also has involvement in all new product development projects and directing enterprise-wide software implementations. Also included is day to day support, installation, testing, diagnosis, repair and maintenance of desktops, printers, peripherals, client applications, audio video devices and telecommunication systems for facilities. Under direction of the Mayor, this position makes more immediate decisions to ensure problems reach resolution timely. In conjunction with an IT Consultant, this position will manage the organization's current information systems and procedures and facilitate solutions to help operations be more efficiently and effectively run.

Principal Duties and Responsibilities:

1. Direct planning and implementation of enterprise IT systems in support of business operations to improve cost-effectiveness, service quality, data collection, data analytics, and business performance. Evaluate existing information technology needs of all departments; propose recommendations to maintain and improve the quality of service; plan, coordinate, and implement improvements in service.
2. Promote and oversee strategic relationships between internal IT resources and external entities, including vendors and partner organizations. Coordinates maintenance and repair of equipment and component replacement.
3. Log, track and address all incidents and requests on the Helpdesk system.
4. Oversee and participate in the development and administration of the City of Watertown's annual IT budget, and assist in the coordination of information technology capital improvement purchases for all City departments
5. Responsible for planning and defining desktop configuration and overall architecture strategy with the Mayor and contractors.
6. Installs and sets parameters for client based operating systems and application software packages

according to IT standards.

7. Responsible for connecting computer equipment to the network, databases and systems, and schedules IT installations with third party vendors.
8. Diagnoses equipment malfunctions and take corrective actions.
9. Assists in analyzing and tracking emerging technologies, researching new products and planning for future systems.
10. Develop and implement policies, procedures, and training documentation to support IT software and systems.
11. Serves as a liaison, consults, and escalates support requests with vendor support, consultants, and end users as needed to resolve issues.
12. Supports in coordination with vendors new installation or upgrades of Information Systems & Databases; including servers, applications, databases, and integration interfaces.
13. Performs quality assurance testing to ensure the system is operating as expected.
14. Recommends technical specifications for needs assessments, solution comparison, and request for bids/proposals.
15. Perform other related duties as required or assigned by the Mayor.

Knowledge, Skills, and Abilities

- Knowledge and experience in the installation of computer hardware and network components.
- Knowledge on implementation of operating systems, suites and applications similar to the city's systems and applications.
- Knowledge on internet connectivity, network security design and implementation techniques.
- Ability to diagnose and take corrective action concerning computer malfunctions.
- Ability to work independently without close supervision.
- Ability to work as part of a project team with other City employees and elected officials.
- Ability to establish and maintain effective working relationships.
- Must have cabling experience (network, cable TV, LAN, coaxial, fiber).
- Must be proficient with power and hand tools including cordless drills, digital multi-meters, cable analyzers, cabling tools and others.
- Must be comfortable with heights.
- Ability to maintain accurate and complete records.
- Ability to answer inquiries and complaints effectively with tact and courtesy.
- Ability to accurately interpret requests and process efficiently and expeditiously.
- Ability to communicate effectively by listening and carrying out the request or problem to a positive resolution.
- Knowledge of LAN and WAN, project management, capacity planning, work plan preparation and version change control.
- Ability to work with assignments that typically have impact on multiple groups of IT partners
- Ability to comprehend various business processes within a multi-departmental organization.
- Ability to facilitate open exchange of ideas and provide for effective communication.
- Ability to collaborate, coordinate, and schedule appropriate meetings/appointments for working together and project updates.
- Ability to work under pressure and meet deadlines.
- Trustworthy and open-minded to restore impacted operational systems and processes quickly.

Education and Experience:

Bachelor of Science degree or technical degree with a minimum of three (3) years of experience working in IT operations, installing and maintaining PC's, network servers and LAN Intranets/Extranets, including Internet connectivity, maintenance and VPNs. An equivalent combination of education and experience which provides the necessary knowledge, skills and abilities may be considered. Knowledge of computer systems, security, network and systems administration, databases, data storage systems, phone systems and Windows server OS/Office products strongly preferred.

POSITION DESCRIPTION

This job description has been prepared to assist in the evaluation of various classes of responsibilities, skills, and working conditions. It indicates the kinds of tasks and levels of work difficulty generally required of positions given this job. The principle duties and responsibilities enumerated are all essential functions except for supplemental duties and responsibilities. Supplemental duties are described beginning with the word "May." This job description is not intended to limit or modify the right of any supervisor to assign, direct and control the work of employees. Nothing contained herein is intended or shall be construed to create or constitute a contract of employment between any employee or group of employees and the City. The City retains and reserves any and all rights to change, modify, amend, add to, or delete from any section of this description as it deems, in its judgment, to be proper.

DATE: 09/10/2018

5/6/2021

8/7/2022

Title: Human Resources Generalist **Department:** Human Resources **FLSA Status:** Exempt

General Summary:

The Human Resources Generalist's duties involve human resource related activities to recruit and retain a qualified workforce, administer benefit programs, maintain personnel records and assist other departments in human resource functions.

Reporting Relationships:

Under the administrative direction of the Mayor, this position is expected to exercise considerable initiative and sound judgment in serving as a link between management and employees. This position will work closely with the office of the Finance Department regarding payroll matters, budget calculations for wages and benefits, public record requests and other matters. The Human Resources Generalist will also consult regularly with the City Attorney and contracted Labor Attorney regarding union contracts, updates to personnel and employment policies and other employment issues. This position will occasionally attend meetings of and provide reports or communications to the Finance Committee, Committee of the Whole and Common Council.

Work is reviewed through conferences, periodic performance evaluation reports and observation of results achieved.

Specific Accountabilities:

1. Coordinates with department heads in recruitment of full-time and regular part-time employees with the exception of those falling under jurisdiction of Police and Fire Commission or Library Board. Related duties include but are not limited to preparing internal and external job notices, coordinating advertising; arranging any special examinations; coordinating scheduling of selection process; participating in interviews; verifying applicant eligibility; conducting background and reference checks; scheduling pre-employment physical, psychological and drug/alcohol testing when required for the position and maintaining recruitment and selection records. Ensures recruitment activities are performed in compliance with legal requirements.
2. Coordinates onboarding for new employees and elected officials to include verifying submission of council packets by departments to include candidate selection criteria, offer criteria of candidates, and timeline for new hires.
3. Administers employee benefit programs-health, dental, flex spending, Wisconsin Deferred compensation, Aflac, Wisconsin Retirement System. Monthly reconciliation, change entry in the payroll system and communication of changes with payroll and the employee.

4. Proactively interfaces with benefit organizations and comparable municipal organizations city channels to obtain benefit quotes and needs surveys for the employee body pertaining to the benefit programs (Employee assistance programs, competitive health options, vision programs.)
5. Manages annual benefits open enrollment by distributing and explaining benefits materials to employees, traveling to site locations, data entry in the HRIS system and vendor sites, and auditing of materials that are turned in.
6. Employee onboarding-Related duties include but are not limited to meeting with new employees regarding City employment benefits; assisting new and existing employees with benefit questions and forms; communicating benefit updates to employees; conducting annual open enrollment processes; processing benefit enrollments, changes, retirements, terminations and routing deduction amounts to the Finance Department's office for payroll processing.
7. Processes employee separations for retirees, voluntary, and involuntary separations. Related duties include sick leave management for retirees, benefit continuation documents, recoupment of contractual obligations, and unemployment documentation.
8. Ensures compliance with compensation plan by monitoring pay rates and pay calculations for interim assignments, demotions, and promotions. Assists departments under guidance of the Mayor with JDQ submittals for proposed positions or position changes to be evaluated for placement into the compensation plan. Ensures completion of committee approval and documentation for employee records. Promptly reports position/pay changes to Finance Department's office for payroll processing.
9. Maintains City's performance evaluation program, collecting and routing performance evaluations to the proper reviewing authority and monitoring that evaluations are occurring at regular intervals. Assists department heads with implementation of performance improvement plans to address performance deficiencies.
10. Administer performance appraisal program; conduct annual management training, recommend system improvements, and monitor salary adjustments to ensure compliance with policy.
11. Provides guidance to department heads in handling and documenting disciplinary processes up to and including termination.
12. Maintains personnel records for all City employees including pay and position changes, confidential medical and disciplinary records and maintains secure storage of confidential records. Maintains and enters employee data into HR software application. Maintains updated position descriptions for all employees. Responds to requests for employment verification and employment records. Serves as records custodian for personnel and medical files. Maintains accountability of archiving of records related to HR function.
13. Supports the functions, development, and increased utilization of the Payroll/HRIS system, application system, website, and social media updates pertaining to the HR role.
14. Coaches departments through the recruitment process utilizing the application database system to included equitable application review, interview processes, selection guidelines, and committee consideration.
15. Utilization of accounts receivable program to enter department invoices and expenses for department costs related to recruitment.
16. Cobra program management to include enrollment and invoicing of payments.
17. Accepts and reports work injuries to City's workers' compensation insurance carrier in a timely manner, coordinates with insurance carrier and department heads in returning injured employees to duty, works to develop programs to reduce the risk of injuries and workers' compensation claims. Maintains training and communication with the teams to improve reporting efforts.
18. Administers leave programs including Family and Medical Leave, Emergency Leave, and Voluntary Leave Donation.
19. Stays apprised of ever-changing employment issues and legislative changes and works to ensure compliance with City employment policies, Federal and State of WI laws regarding employment, pay and benefits including but not limited to FLSA, FMLA, COBRA, ADA, ACA and performing timely reporting to OSHA, EEOC, BLS, DSPS, etc. Maintains accurate record keeping and timely reporting for regulatory compliance
20. Suggests updates and corrections to the personnel manual. Consults with appropriate legal resources to develop policy language before submitting to Finance Committee and Common Council for approval. Communicates changes to personnel manual or other employment policies to employees.
21. Serves as primary resource for employees with questions regarding interpretation of employment policies, work rules, pay and benefits and wellness committee initiatives.

22. Accepts reports of harassment and reports them to the appropriate authority; maintains records and assists Mayor and City Attorney, and law enforcement in investigations related to such reports.
23. Provides information to the Mayor, City Attorney and Labor Attorney for use in collective bargaining matters and negotiations and attends negotiation sessions if requested by the Mayor or legal counsel.
24. Participates in PARS monitoring of driver license status for employees that drive City vehicles or possess a CDL. Coordinate CDL drug and alcohol testing.
25. Schedules and coordinates various types of training for department heads and employees (examples: personnel evaluation training, harassment training).
26. Assists with preparation of annual budget focusing on areas relating to organizational staffing, wages, benefits, training and other employee programs.
27. Conducts outreach to municipal organizations regarding organizational structure for personnel planning.
28. Various special projects such as working with departments on job description revisions, researching benefit options, responding to or conducting salary/benefit surveys and grant opportunities along with supporting documentation required for committee consideration.
29. Assists with annual benefits open enrollment by distributing and explaining benefits materials to employees, traveling to site locations, data entry in the HRIS system and vendor sites, and auditing of materials that are turned in.
30. Engages in activities that promote awareness throughout employee base through regular, proactive communications, and quarterly newsletter. Maintains a presence within City departments and community organizations as part of outreach efforts.
31. Other duties as assigned pertaining to Human Resources functions.
- 32.

Required Knowledge, Skills and Abilities:

Graduation from an accredited college, university, technical college with major course work in human resources, public administration, business administration or related field with three (3) to five (5) years of human resources experience including benefits administration and labor relations or an equivalent combination of education and experience which provides the following knowledge, skills and abilities:

- Ability to operate a variety of office equipment such as computer, printer, calculator, copy machine, scanner, and telephones.
- Considerable knowledge of computerized department program software, Internet, database, spreadsheet and word processing programs
- Ability to make decisions and give recommendations regarding the selection, discipline and discharge of employees.
- Ability to prepare and maintain accurate documents and reports.
- Ability to work with sensitive and confidential information on a regular basis.
- Ability to comprehend and interpret a variety of documents and reports such as labor agreements, insurance contracts, personnel policies, surveys, budgets, training materials, insurance and payroll reports, cost allocations, job applications and resumes, statutes and codes, and professional journals.
- Ability to communicate effectively with union leaders, department heads, employees, City officials, job applicants, insurance representatives, sales representatives, attorneys, and the general public to convey or exchange information.
- Knowledge and understanding of job analysis; performance appraisal and prediction; recruitment and selection; employment relations; classification and compensation; theories, principles, techniques and methods of assessment and evaluation to predict employment performance; training concepts and techniques, AA/EEO, ADA, FMLA, FLSA and other professional standards, laws and principles, presentation techniques, etc.



September 29, 2022

MEMORANDUM

TO: Lisa Schwartz, Human Resources Generalist

FR: Heather Barber, Consultant

RE: Classification Request – Maintenance Custodian

The City provided job documentation related to this position and requested a review based on the updated duties.

The duties of this position have evolved since its original evaluation. Rather than solely a cleaning position, some of the basic housekeeping items have been outsourced, allowing this position to take on more complex maintenance work.

The position was evaluated in a number of areas including Thinking Challenges, Decision-Making, Interactions and Communications, and Education and Experience, and based on the job evaluation score, it would be our recommendation that this position be moved from Grade C to Grade F on the City's salary plan.

Please feel free to contact me with questions on this review.

CITY OF WATERTOWN POSITION DESCRIPTION

This job description has been prepared to assist in the evaluation of various classes of responsibilities, skills, and working conditions. It indicates the kinds of tasks and levels of work difficulty generally required of positions given this job. The principle duties and responsibilities enumerated are all essential functions except for supplemental duties and responsibilities. Supplemental duties are described beginning with the word "May." This job description is not intended to limit or modify the right of any supervisor to assign, direct and control the work of employees. Nothing contained herein is intended or shall be construed to create or constitute a contract of employment between any employee or group of employees and the City. The City retains and reserves any and all rights to change, modify, amend, add to, or delete from any section of this description as it deems, in its judgment, to be proper.

DATE: January 24, 1997
 Revised: December 9, 2002
 Revised: April 19, 2017
 Revised: June 10, 2021
 Revised: September 7, 2022

Title: Maintenance Custodian **Department:** Police **FLSA Status:** Nonexempt

General Summary:

The Municipal Building provides services that are essential to the health, safety and wellbeing of our staff and the citizens they serve. The Maintenance Custodian is a core team member responsible for maintaining a clean work environment. This position primarily works at the Municipal Building but may assist at the Senior Center and Health Department as needed.

Reporting Responsibilities:

Work is performed under the direct guidance of the Assistant Chief of Police.

Specific Accountabilities:

1. Cleans, sweeps, vacuums, mops, dusts, etc. of offices, meeting rooms, hallways, elevators, stairwells, kitchens, break rooms, lobby areas, conference rooms, restrooms, etc.
2. Collects garbage and recyclables, picks up debris in and around the building's entrances, parking lots, landscaped areas, sidewalks, walkways, etc.
3. Follows disinfection and decontamination procedures when dealing with bodily fluids and other biohazards.
4. Organizes janitorial and general storage areas.
5. Tracks janitorial and other supplies and requests replacements when needed.
6. Strips and renews floor finishes, shampoos carpeting, treats stains on carpets and upholstery.
7. Removes snow and applies salt to sidewalks, entrances, parking lots, etc.
8. Sets up tables, chairs, and other items for events when requested.
9. Maintains property by landscaping, mowing, watering, trimming, etc.
10. Provides maintenance and minor repairs to plumbing, electrical, HVAC and other routine work.
11. Performs some repairs and maintenance of buildings by patching walls and doors, painting walls and trim, replacing fixtures and partitions, replacing damaged ceiling and floor tiles, and other general repairs.
12. Washes windows, screens, sills, woodwork, doors, desks, walls, and ceilings.
13. Responds to after hour emergencies.

Required Knowledge, Skills and Abilities:

High school graduation (or HSED equivalent), one year experience in the operation of light and some medium equipment and one year experience in basic grounds and building maintenance. Must possess a valid Wisconsin Driver license and good driving record. Must have the ability to successfully complete a pre-employment post offer physical to include drug and alcohol screen upon hire, and random drug and alcohol screens thereafter. Must provide the city with all information regarding previous employers drug and alcohol screens. Must have equivalent combination of education, experience and training that provides the following knowledge, skills and abilities.

- Considerable knowledge of materials, methods, practices, techniques and equipment used in grounds and building maintenance.
- Ability to interpret plans and specifications.
- The ability to read and follow written instructions and labels.
- Ability to keep accurate records.
- Ability to perform light to heavy physical tasks under varying weather conditions.
- Ability to understand and carry out instructions.
- Ability to remain drug and alcohol free while on the job.
- Ability to lift and carry up to 50 lbs.
- Ability to establish and maintain effective working relationships with supervisors, coworkers and the general public.
- Knowledge of building upkeep and repairs.
- Knowledge of use and maintenance of industrial cleaning chemicals and equipment.
- Familiarity with basic landscaping and handyman practices.
- Attention to detail and conscientiousness.

CITY OF WATERTOWN POSITION DESCRIPTION

This job description has been prepared to assist in the evaluation of various classes of responsibilities, skills, and working conditions. It indicates the kinds of tasks and levels of work difficulty generally required of positions given this job. The principle duties and responsibilities enumerated are all essential functions except for supplemental duties and responsibilities. Supplemental duties are described beginning with the word "May." This job description is not intended to limit or modify the right of any supervisor to assign, direct and control the work of employees. Nothing contained herein is intended or shall be construed to create or constitute a contract of employment between any employee or group of employees and the City. The City retains and reserves any and all rights to change, modify, amend, add to, or delete from any section of this description as it deems, in its judgment, to be proper.

DATE: January 24, 1997
 Revised: December 9, 2002
 Revised: April 19, 2017
 Revised: June 10, 2021
 Revised: September 7, 2022

Title: Maintenance Custodian
FLSA Status: Nonexempt

Department: Parks, Recreation, & Forestry Department

General Summary:

The Senior/Community Center provides services that are essential to the health, safety and wellbeing of our staff and the citizens they serve. The Maintenance Custodian is a core team member responsible for maintaining a clean work environment. This position primarily works at the Senior/Community Center but may assist at the Municipal Building and Health Department as needed.

Reporting Responsibilities:

Work is performed under the direct guidance of the Senior Center Director/Office Manager.

Specific Accountabilities:

1. Cleans, sweeps, vacuums, mops, dusts, etc. of offices, meeting rooms, hallways, elevators, stairwells, kitchens, break rooms, lobby areas, conference rooms, restrooms, etc.
2. Collects garbage and recyclables, picks up debris in and around the building's entrances, parking lots, landscaped areas, sidewalks, walkways, etc.
3. Follows disinfection and decontamination procedures when dealing with bodily fluids and other biohazards.
4. Organizes janitorial and general storage areas.
5. Tracks janitorial and other supplies and requests replacements when needed.
6. Strips and renews floor finishes, shampoos carpeting, treats stains on carpets and upholstery.
7. Removes snow and applies salt to sidewalks, entrances, parking lots, etc.
8. Sets up tables, chairs, and other items for events when requested.
9. Maintains property by landscaping, mowing, watering, trimming, etc.
10. Provides maintenance and minor repairs to plumbing, electrical, HVAC and other routine work.
11. Performs some repairs and maintenance of buildings by patching walls and doors, painting walls and trim, replacing fixtures and partitions, replacing damaged ceiling and floor tiles, and other general repairs.
12. Washes windows, screens, sills, woodwork, doors, desks, walls, and ceilings.
13. Responds to after hour emergencies.

Required Knowledge, Skills and Abilities:

High school graduation (or HSED equivalent), one year experience in the operation of light and some medium equipment and one year experience in basic grounds and building maintenance. Must possess a valid Wisconsin Driver license and good driving record. Must have the ability to successfully complete a pre-employment post offer physical to include drug and alcohol screen upon hire, and random drug and alcohol screens thereafter. Must provide the city with all information regarding previous employers drug and alcohol screens. Must have equivalent combination of education, experience and training that provides the following knowledge, skills and abilities.

- Considerable knowledge of materials, methods, practices, techniques and equipment used in grounds and building maintenance.
- Ability to interpret plans and specifications.
- The ability to read and follow written instructions and labels.
- Ability to keep accurate records.
- Ability to perform light to heavy physical tasks under varying weather conditions.
- Ability to understand and carry out instructions.
- Ability to remain drug and alcohol free while on the job.
- Ability to lift and carry up to 50 lbs.
- Ability to establish and maintain effective working relationships with supervisors, coworkers and the general public.
- Knowledge of building upkeep and repairs.
- Knowledge of use and maintenance of industrial cleaning chemicals and equipment.
- Familiarity with basic landscaping and handyman practices.
- Attention to detail and conscientiousness.

Request for Write-Off

12.12.22

Section 3, Item F.

Call Number	DOS	Balance	Write Off Reason
1501764	9/17/2015	\$40.00	Deceased - No Estate
1600852	5/12/2016	\$684.60	Deceased - No Estate
1601073	6/13/2016	\$639.80	Deceased - No Estate
1601903	10/15/2016	\$300.00	Deceased - No Estate
1700011	1/1/2017	\$275.00	Deceased - No Estate
1700472	3/6/2017	\$1,215.95	Deceased - No Estate
1700832	4/24/2017	\$644.41	Deceased - No Estate
1701451	7/22/2017	\$91.39	Deceased - No Estate
1701722	8/30/2017	\$75.00	Deceased - No Estate
1701964	9/28/2017	\$275.00	Deceased - No Estate
1702181	10/26/2017	\$150.00	Deceased - No Estate
1702272	11/9/2017	\$195.00	Deceased - No Estate
1800248	2/2/2018	\$825.27	Deceased - No Estate
1801370	7/10/2018	\$813.59	Deceased - No Estate
1801637	8/17/2018	\$200.00	Deceased - No Estate
1801683	8/24/2018	\$92.48	Deceased - No Estate
1801739	8/30/2018	\$849.78	Deceased - No Estate
013-19-1354	7/2/2019	\$275.00	Deceased - No Estate
013-19-1405	7/8/2019	\$275.00	Deceased - No Estate
013-20-1124	6/15/2020	\$116.36	Deceased - No Estate
013-21-0672	4/5/2021	\$759.95	Deceased - No Estate
013-22-0008	1/2/2022	\$761.06	Deceased - No Estate
013-22-0012	1/2/2022	\$97.32	Deceased - No Estate
1701930	9/23/2017	\$869.75	Unable to Locate - No SSN available
013-19-0975	5/13/2019	\$597.90	Unable to Locate - No SSN available
013-21-1874	9/9/2021	\$1,811.81	Unable to Locate - No SSN available
013-20-2077	10/20/2020	\$1,893.51	Unable to Locate - No SSN available
013-21-2704	12/26/2021	\$289.51	Unable to Locate - No SSN available
1402355	12/28/2014	\$74.22	Department of Revenue Determined Uncollectible
1500027	1/3/2015	\$916.65	Department of Revenue Determined Uncollectible
1501342	7/19/2015	\$984.81	Department of Revenue Determined Uncollectible
1500155	1/20/2015	\$889.45	Department of Revenue Determined Uncollectible

Request for Write-Off

12.12.22

Section 3, Item F.

1500241	2/3/2015	\$833.50	Department of Revenue Determined Uncollectible
1500786	4/26/2015	\$948.30	Department of Revenue Determined Uncollectible
1501320	7/15/2015	\$841.31	Department of Revenue Determined Uncollectible
1502098	11/5/2015	\$613.60	Department of Revenue Determined Uncollectible
1502183	11/18/2015	\$747.27	Department of Revenue Determined Uncollectible
1602205	12/3/2016	\$629.11	Department of Revenue Determined Uncollectible
1601137	6/23/2016	\$1,004.80	Department of Revenue Determined Uncollectible
1601157	6/25/2016	\$835.30	Department of Revenue Determined Uncollectible
1700348	2/19/2017	\$697.91	Department of Revenue Determined Uncollectible
1701495	7/28/2017	\$929.62	Department of Revenue Determined Uncollectible
1702288	11/12/2017	\$783.51	Department of Revenue Determined Uncollectible
1800251	2/2/2018	\$613.40	Department of Revenue Determined Uncollectible
1801128	6/10/2018	\$957.07	Department of Revenue Determined Uncollectible
013-18-2565	12/27/2018	\$1,007.24	Department of Revenue Determined Uncollectible
013-19-1120	6/2/2019	\$196.97	Department of Revenue Determined Uncollectible
013-19-1869	9/8/2019	\$319.48	Department of Revenue Determined Uncollectible
013-20-0338	2/15/2020	\$601.90	Department of Revenue Determined Uncollectible
013-21-1947	9/19/2021	\$763.10	Department of Revenue Determined Uncollectible
Amount for Write Offs		\$31,302.96	

MEMO

TO: Finance Committee

FROM: Andrea Peters

DATE: December 12, 2022

RE: Ambulance Billing Write Offs

Attached to this memo is a list of accounts that I am asking for approval to be written off. On all the accounts listed, I have exhausted all collections efforts. This list explains the reason each account is no longer collectable.

Writing off uncollectible debts is a normal business practice and is a requirement by the auditors.

**RESOLUTION TO
UPDATE HEALTH DEPARTMEENT FACILITY FEE SCHEDULE TO
REFLECT UPDATED ATCP 75 AND DATCP CONTRACT**

**SPONSOR: ALDERMAN JONATHAN LAMPE
FROM: BOARD OF HEALTH**

WHEREAS, Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) recently updated contract language indicating an increase in the license reimbursement fee paid to DATCP each license year; and,

WHEREAS, ATCP 75 (Wisconsin Food Code) identifies the following types of retail food establishment: retail food establishment – not serving meals, retail food establishment – serving meals, transient retail food establishment, mobile retail food establishment base, vending and micro markets and have set late fees updated new late fees based on a percentage of license fees; and,

WHEREAS, Previously, DATCP would license any transient or mobile retail food establishment that operated in multiple jurisdictions. Over the past two license years, DATCP has transferred the licensing of transient or mobile retail food establishment licenses from DATCP to agent health departments where the licensee is based out of service base location or mailing address of licensee. Transient or mobile retail food establishments are more reliably having a routine inspection completed by their licensing agent health department. Many establishments are inspected not only by their licensing agent health department, but other local health departments throughout the year, resulting in dozens of inspections throughout Wisconsin; and,

WHEREAS, therefore, the applicable fees are amended to reflect the increase in reimbursement fees, adjustment of late fees based on license level, and decrease in local inspection fee for transient or mobile food licenses due to increased inspections throughout the state and the fee schedule will include all license levels and types identified in ATCP 75 that will into effect April 1, 2023 for the 2023-2024 license year.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF WATERTOWN, WISCONSIN:
That the proper City Officials are hereby authorized to update The Watertown/Jefferson County Environmental Health Consortium Fee Schedule to reflect ATCP 75 and meet current contract requirements.

	YES	NO
DAVIS		
LAMPE		
RUETTEN		

ADOPTED Type meeting date

BARTZ		
LICHT		
SMITH		
SCHMID		
WETZEL		
ROMLEIN		
MAYOR MCFARLAND		
TOTAL		

CITY CLERK

APPROVED Type meeting date

MAYOR



ENVIRONMENTAL PUBLIC HEALTH CONSORTIUM

2022 DATCP License Fee Update – effective April 1, 2023

As we continue to integrate the updated Wisconsin Food Code, our department is working to correctly align our license categories to match the Department of Agriculture, Trade and Consumer Protection (DATCP). Our department is an agent of DATCP and by contract, are required to have licensing tiers set forth by the Wisconsin Food Code ATP 75.

REIMBURSEMENT FEES:

At the end of each license year, our department is required to reimburse DATCP a defined percentage of each license fee issued during the license year. The reimbursement fee was previously set at 10% of each license issued. Earlier this year, our department signed an updated DATCP Agent contract for 07/01/2022 through 06/30/2025. The contract indicated an increase in reimbursement during upcoming license years:

Per the contract:

Starting July 1, 2023, A fee equal to 11% of the applicable state license fee, regardless of the license fee actually charged by the local Agent, if the Agent prepares and submits to the DATCP, by September 30 of that year, an annual self-assessment as required by Wis. Stat. §§ 97.41 and 97.615.

Starting July 1, 2024, A fee equal to 12% of the applicable state license fee, regardless of the license fee actually charged by the local Agent, if the Agent prepares and submits to the DATCP, by September 30 of that year, an annual self-assessment as required by Wis. Stat. §§ 97.41 and 97.615.

We have applied a 12% reimbursement fee to our base fees to have accurate funds to reimburse DATCP and adjusted the license fees on the following fee schedule.

UPDATE AND INCLUSION OF ALL LICENSE TYPES ON FEE SCHEDULE

In the process of fee reconfiguration and in comparison, with our local ordinances and ATP 75, we added additional fee categories and fees that reflect the accurate license levels that match DATCP statutes and reimbursement. Those licenses are indicated by red font on the fee worksheet.

LATE FEES:

Late fees were recently updated by DATCP in ATP 75. Previously, late fees were \$85.00 for all license categories, regardless of complexity level. With the most recent ATP 75 update, DATCP has tiered the applicable late fee to be more reasonable to the license level complexity for retail food establishment licenses. Our department has adopted those adjusted late fees for retail food establishments, and the recreational establishment late fees that are dictated by their applicable codes.

Late fees are assessed if payment for license renewals is received after July 1.

INSPECTION FEE FOR TRANSIENT/MOBILE LICENSES OPERATING IN WATERTOWN/JEFFERSON

Section 3, Item G.

Throughout the license year, our jurisdiction sees many transient or mobile retail food establishments with licenses issued by other jurisdictions. Per our DATCP contract, our department is allowed to inspect all licensed establishments operating in our jurisdictions and can charge an inspection fee:

An inspection fee may be charged by any Agent program conducting an inspection on a mobile retail food establishment unit licensed by another jurisdiction. The fee shall be based on the reasonable cost to conduct the inspection.

Previously, DATCP would license any transient or mobile retail food establishment that operated in multiple jurisdictions. Over the past two license years, DATCP has transferred the licensing of transient or mobile retail food establishment licenses from DATCP to agent health departments where the licensee is based out of service base location or mailing address of licensee. Transient or mobile retail food establishments are more reliably having a routine inspection completed by their licensing agent health department. Many establishments are inspected not only by their licensing agent health department, but other local health departments throughout the year, resulting in dozens of inspections throughout Wisconsin.

Our department feels that establishments, being constantly inspected, and the amount of time needed to complete a transient or mobile retail food inspection, we have decreased our inspection fee from \$50 to \$20. We feel it is still enough to cover the cost of doing the inspection.

Environmental Health Fee Schedule

Wording in red font are updates to names of categories or additional categories found in the Wisconsin Food Code

Fees highlighted in yellow indicate proposed change

<u>Type</u>	<u>Current</u> <u>2020</u>	<u>2020</u> <u>+ 10%</u>	<u>2020 + 12%</u>	<u>Proposed Per</u> <u>DATCP Changes</u>
1. Retail Food Establishments - Serving Meals (includes mobile retail food establishment - serving meals)				
(a) Retail Food Serving Meals - Prepackaged TCS				
1. License Fee	\$110.00	\$121.00	\$123.20	\$124.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$134.00			
Pre-inspection Fee for Change of Owner	\$100.00			
3. Re-inspection Fee	\$175.00			
4. Re-inspection 2 Fee	\$175.00			
5. Late Fee	\$85.00			\$21.00
(b) Retail Food Serving Meals - Low Simple				
1. License Fee	\$240.00	\$264.00	\$268.80	\$269.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$332.00			
Pre-inspection Fee for Change of Owner	\$249.00			
3. Re-inspection Fee	\$175.00			
4. Re-inspection 2 Fee	\$326.00			
5. Late Fee	\$85.00			\$46.00
(c) Retail Food Serving Meals - Moderate				
1. License Fee	\$345.00	\$379.00	\$386.40	\$387.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$488.00			
Pre-inspection Fee for Change of Owner	\$366.00			
3. Re-inspection Fee	\$175.00			
4. Re-inspection 2 Fee	\$479.00			
5. Late Fee	\$85.00			\$66.00
(d) Retail Food Serving Meals - Complex				
1. License Fee	\$564.00	\$620.00	\$631.68	\$632.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$798.00			
Pre-inspection Fee for Change of Owner	\$598.00			
3. Re-inspection Fee	\$175.00			
4. Re-inspection 2 Fee	\$785.00			
5. Late Fee	\$85.00			\$108.00
(e) Mobile Retail Food Establishment Base - No Food Preparation or Processing Activities				
1. License Fee	\$45.00	\$49.50	\$50.40	\$51.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$0.00			
Pre-inspection Fee for Change of Owner	\$0.00			
3. Re-inspection Fee	\$45.00			
4. Re-inspection 2 Fee	\$45.00			
5. Late Fee	\$85.00			\$9.00
(f) Transient Retail Food - TCS				
1. License Fee	\$178.00	\$195.00	\$199.36	\$200.00
(g) Transient Retail Food - Non-TCS				
1. License Fee	\$70.00	\$80.00	\$78.40	\$80.00
(h) Transient Retail Food - Prepackaged TCS				

Type	Current	2020	Proposed Per DATCP Changes
	2020	+ 10% 2020 + 12%	
1. License Fee	\$45.00	\$50.00	\$50.40
2. Bed and Breakfast			
1. License Fee	\$115.00	\$126.00	\$128.80
2. Pre-inspection Fee For New Buildings or Change of Use	\$306.00		
Pre-inspection Fee for Change of Owner	\$229.00		
3. Re-inspection Fee	\$200.00		
4. Re-inspection 2 Fee	\$200.00		
5. Late Fee	\$85.00		
3. Hotel/Motel/Tourist Rooming House			
(a) Hotel/Motel 05-30 Sleeping Rooms			
1. License Fee	\$215.00	\$236.00	\$240.80
2. Pre-inspection Fee For New Buildings or Change of Use	\$489.00		
Pre-inspection Fee for Change of Owner	\$366.00		
3. Re-inspection Fee	\$200.00		
4. Re-inspection 2 Fee	\$295.00		
5. Late Fee	\$85.00		
(b) Hotel/Motel 31-99 Sleeping Rooms			
1. License Fee	\$293.00	\$322.00	\$328.16
2. Pre-inspection Fee For New Buildings or Change of Use	\$678.00		
Pre-inspection Fee for Change of Owner	\$508.00		
3. Re-inspection Fee	\$200.00		
4. Re-inspection 2 Fee	\$408.00		
5. Late Fee	\$85.00		
(c) Hotel/Motel 100 – 199 Sleeping Rooms			
1. License Fee	\$372.00	\$409.00	\$416.64
2. Pre-inspection Fee For New Buildings or Change of Use	\$810.00		
Pre-inspection Fee for Change of Owner	\$607.00		
3. Re-inspection Fee	\$200.00		
4. Re-inspection 2 Fee	\$515.00		
5. Late Fee	\$85.00		
(d) Hotel/Motel 200 or more Sleeping Rooms			
1. License Fee	\$512.00	\$563.00	\$573.44
2. Pre-inspection Fee For New Buildings or Change of Use	\$1,208.00		
Pre-inspection Fee for Change of Owner	\$906.00		
3. Re-inspection Fee	\$200.00		
4. Re-inspection 2 Fee	\$714.00		
5. Late Fee	\$85.00		
(e) Tourist Rooming House (1-4 rooms)			
1. License Fee	\$115.00	\$126.00	\$128.80
2. Pre-inspection Fee For New Buildings or Change of Use	\$306.00		
Pre-inspection Fee for Change of Owner	\$229.00		
3. Re-inspection Fee	\$200.00		
4. Re-inspection 2 Fee	\$200.00		
5. Late Fee	\$85.00		
5. Campground			

<u>Type</u>	<u>Current 2020</u>	<u>2020 + 10%</u>	<u>2020 + 12%</u>	<u>Proposed Per DATCP Changes</u>
(a) Campgrounds (1-25 sites)				
1. License Fee	\$183.00	\$201.00	\$204.96	\$205.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$387.00			
Pre-inspection Fee for Change of Owner	\$290.00			
3. Re-inspection Fee	\$200.00			
4. Re-inspection 2 Fee	\$244.00			
5. Late Fee	\$85.00			
(b) Campground (26-50 sites)				
1. License Fee	\$262.00	\$288.00	\$293.44	\$294.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$576.00			
Pre-inspection Fee for Change of Owner	\$432.00			
3. Re-inspection Fee	\$200.00			
4. Re-inspection 2 Fee	\$357.00			
5. Late Fee	\$85.00			
(c) Campground (51-100 sites)				
1. License Fee	\$319.00	\$350.00	\$357.28	\$358.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$714.00			
Pre-inspection Fee for Change of Owner	\$535.00			
3. Re-inspection Fee	\$200.00			
4. Re-inspection 2 Fee	\$433.00			
5. Late Fee	\$85.00			
(d) Campground (101 - 199 sites)				
1. License Fee	\$372.00	\$409.00	\$416.64	\$417.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$846.00			
Pre-inspection Fee for Change of Owner	\$634.00			
3. Re-inspection Fee	\$200.00			
4. Re-inspection 2 Fee	\$510.00			
5. Late Fee	\$85.00			
(e) Campground (200 or more sites)				
1. License Fee	\$429.00	\$471.00	\$480.48	\$481.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$984.00			
Pre-inspection Fee for Change of Owner	\$738.00			
3. Re-inspection Fee	\$200.00			
4. Re-inspection 2 Fee	\$591.00			
5. Late Fee	\$85.00			
(f) Recreational/Educational Camps				
1. License Fee	\$528.00	\$580.00	\$591.36	\$592.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$1,224.00			
Pre-inspection Fee for Change of Owner	\$918.00			
3. Re-inspection Fee	\$200.00			
4. Re-inspection 2 Fee	\$734.00			
5. Late Fee	\$85.00			
6. School Inspections (no state reimbursement, not a license)				
(a) Full Service Kitchen	\$460.00	\$460.00		
(b) Full Service Pre-Inspection Fee				
(c) Satellite Kitchen	\$157.00	\$157.00		
(d) Satellite Kitchen pre-Inspection				

<u>Type</u>	<u>Current 2020</u>	<u>2020 + 10%</u>	<u>2020 + 12%</u>	<u>Proposed Per DATCP Changes</u>
7. Retail Food Establishments - Not Serving Meals (includes mobile retail food establishment - not serving meals)				
(a) Retail Food Not Serving Meal - Complex				
1. License Fee	\$1,003.00	\$1,103.00	\$1,123.36	\$1,124.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$1,020.00			
Pre-inspection Fee for Change of Owner	\$765.00			
3. Re-inspection Fee	\$175.00			
4. Re-inspection 2 Fee	\$459.00			
5. Late Fee	\$85.00			\$137.00
(b) Retail Food Not Serving Meals - Moderate				
1. License Fee	\$388.00	\$426.00	\$434.56	\$435.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$408.00			
Pre-inspection Fee for Change of Owner	\$306.00			
3. Re-inspection Fee	\$175.00			
4. Re-inspection 2 Fee	\$193.00			
5. Late Fee	\$85.00			\$53.00
(c) Retail Food Not Serving Meals - Simple-TCS				
1. License Fee	\$278.00	\$305.00	\$311.36	\$312.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$306.00			
Pre-inspection Fee for Change of Owner	\$229.00			
3. Re-inspection Fee	\$175.00			
4. Re-inspection 2 Fee	\$193.00			
5. Late Fee	\$85.00			\$38.00
(d) Retail Food Not Serving Meals - Simple - Non-TCS				
1. License Fee	\$88.00	\$96.00	\$98.56	\$99.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$91.00			
Pre-inspection Fee for Change of Owner	\$68.00			
3. Re-inspection Fee	\$175.00			
4. Re-inspection 2 Fee	\$175.00			
5. Late Fee	\$85.00			\$12.00
(e) Retail Food Not Serving Meals - Prepackaged TCS				
1. License Fee	\$47.00	\$51.00	\$52.64	\$53.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$0.00			
Pre-inspection Fee for Change of Owner	\$0.00			
3. Re-inspection Fee	\$175.00			
4. Re-inspection 2 Fee	\$175.00			
5. Late Fee	\$85.00			\$9.00
(f) Mobile Retail Food Establishment Base - No Food Preparation or Processing Activities				
1. License Fee	\$45.00	\$49.50	\$50.40	\$51.00
2. Pre-Inspection Fee For New Buildings or Change of Use	\$0.00			
Pre-Inspection Fee for Change of Owner	\$0.00			
3. Re-Inspection Fee	\$45.00			
4. Re-Inspection 2 Fee	\$45.00			
5. Late Fee	\$85.00			\$9.00
(g) Micro Markets - Single Location				
1. License Fee	\$40.00	\$44.00	\$44.80	\$45.00
2. Late Fee	\$85.00			\$8.00

Type	Current 2020	2020 + 10%	2020 + 12%	Proposed Per DATCP Changes
(h) Micro Markets - Multiple Locations (on the same premises)				
1. License Fee	\$60.00	\$66.00	\$67.92	\$68.00
2. Late Fee	\$85.00			\$12.00
(i) Inspection fee for mobile retail food stands (no state reimbursement, not a license)				
	\$50.00	\$50.00		\$20.00
8. Tattoo and Body-Piercing				
(a) Tattoo or body-piercing establishment				
1. License Fee	\$141.00	\$155.00	\$157.92	\$158.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$260.00			
Pre-inspection Fee for Change of Owner	\$195.00			
3. Re-inspection Fee	\$100.00			
4. Re-inspection 2 Fee	\$100.00			
5. Late Fee	\$85.00			
(b) Combined tattoo and body-piercing establishment				
1. License Fee	\$230.00	\$253.00	\$257.60	\$258.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$408.00			
Pre-inspection Fee for Change of Owner	\$306.00			
3. Re-inspection Fee	\$100.00			
4. Re-inspection 2 Fee	\$100.00			
5. Late Fee	\$85.00			
(c) Temporary License	\$105.00	\$115.00		\$115.00
9. Recreational Water				
(a) Public Swimming Pools				
1. License Fee	\$308.00	\$338.00	\$344.96	\$345.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$156.00			
Pre-inspection Fee for Change of Owner	\$117.00			
3. Re-inspection fee	\$100.00			
4. Re-inspection 2 Fee	\$100.00			
5. Late Fee	\$85.00			\$75.00
(b) Swimming pools with Water Attraction				
1. License Fee	\$308.00	\$338.00	\$344.96	\$345.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$182.00			
Pre-inspection Fee for Change of Owner	\$136.00			
3. Re-inspection fee	\$100.00			
4. Re-inspection 2 Fee	\$100.00			
5. Late Fee	\$85.00			\$75.00
(c) Swimming pools with Water Attraction with up to 2 slides				
1. License Fee	\$180.00	\$198.00	\$201.60	\$202.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$260.00			
Pre-inspection Fee for Change of Owner	\$195.00			
3. Re-inspection fee	\$100.00			
4. Re-inspection 2 Fee	\$100.00			
5. Late Fee	\$85.00			\$75.00

<u>Type</u>	<u>Current</u> <u>2020</u>	<u>2020</u> <u>+ 10%</u>	<u>2020 + 12%</u>	<u>Proposed Per</u> <u>DATCP Changes</u>
(d) Swimming Pools with Additional Poolslides				
1. License Fee	\$170.00	\$187.00	\$190.40	\$191.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$150.00			
Pre-inspection Fee for Change of Owner	\$112.00			
3. Re-inspection fee	\$100.00			
4. Re-inspection 2 Fee	\$100.00			
5. Late Fee	\$85.00			\$75.00
(e) Swimming Pools with Additional Waterslides				
1. License Fee	\$170.00	\$187.00	\$190.40	\$191.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$150.00			
Pre-inspection Fee for Change of Owner	\$112.00			
3. Re-inspection fee	\$100.00			
4. Re-inspection 2 Fee	\$100.00			
5. Late Fee	\$85.00			\$75.00

**ORDINANCE TO
AMEND CHAPTER 428 ARTICLE IV
ANNUAL RIVERFEST CELEBRATION OF THE CITY OF
WATERTOWN GENEREAL ORDINANCES**

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

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

SECTION 1. Watertown General Ordinance Chapter 428 Article IV Annual Riverfest Celebration is hereby amended to provide a new title for Article IV as follows:

§ 428 Article IV ~~Annual Riverfest Celebration~~ **Special Event Regulations**

SECTION 2. Watertown General Ordinance Section 428-13 Annual festival is hereby repealed.

SECTION 3. Watertown General Ordinance Section 428-14 Riverfest Celebration Commission is hereby repealed.

SECTION 4. Watertown General Ordinance Section 428-15 Location is hereby repealed.

SECTION 5. Watertown General Ordinance Section 428-16 Traffic control is hereby amended to read as follows:

§ 428-16 **Traffic control.**

- A. The Police Department will be authorized to close Riverside Park for through traffic for up to three days prior to and one day after ~~any annual festival with an approved special event permit which is expected to utilize all of Riverside Park. The Police Department may further close the scheduled event on~~ Labaree Street from Anne Street to Short Street ~~during the same time period~~. Alternate route around the park shall be from Hus Drive to North Fourth Street to Hill Street to Werner Street to Boughton Street. Barricades shall be used to control traffic on Labaree Street between North Fourth Street and Boughton Street as necessary for vehicle and crowd safety.
- B. The area just east of the barricade at Perry and Labaree Streets shall be designated for police/emergency vehicles.
- C. At the intersection of Perry and Labaree Streets on the south side of Labaree Street, up to two parking spaces shall be marked as a "loading zone" for the discharge and pickup of passengers only.

- D. The south side of Labaree Street from the loading zone at Perry and Labaree Streets shall be marked and designated for handicapped parking from Perry Street to Boughton Street.
- E. The police shall be authorized to post "no parking" signs on one side of all the narrow streets in the Riverfest Grounds area in the interest of crowd safety, traffic control or an emergency vehicle route.

SECTION 6. Watertown General Ordinance Section 428-17 Fermented malt beverages is hereby repealed.

SECTION 7. Watertown General Ordinance Section 428-18 Regulation of commercial activities is hereby amended to read as follows:

§ 428-18 Regulation of commercial activities.

- A. The purpose of the ~~Annual Riverfest Celebration Special Event Licenses~~ is to provide first-class entertainment, high-quality food, and a congenial atmosphere for the enjoyment of the citizens of the City and surrounding communities; to attract visitors and tourists to the City; and to further the economic interests of the businesspersons of the City. It is the purpose of this article to reduce or minimize the dangers or hazards to vehicular or pedestrian traffic on or about ~~the Riverfest Grounds Licensed Special Events~~; to reduce or minimize the possibility of damage to public or private property and the liability of the City therefor; to reduce or minimize the proliferation of trash, garbage and litter arising out of ~~the Riverfest Celebration Licensed Special Events~~; to reduce or minimize the risks to public safety in the crowds and control of the crowds on or about ~~the Riverfest Celebration Licensed Special Events~~; and to promote ~~the Riverfest Celebration Licensed Special Events~~ in furtherance of and in a manner consistent with the public health, safety, welfare, tranquility and interest.
- B. It shall be unlawful for any person, firm or organization to vend, sell, dispose or offer to vend, sell, dispose or display any goods, wares or merchandise on any public sidewalk, public way, street, alley or within the public right-of-way upon ~~the Riverfest Celebration a Licensed Special Events~~, as defined in ~~this section an Application for Special Event~~, or within 500 feet of any of the primary entrances to ~~the Riverfest Celebration a Licensed Special Event~~, without first having obtained a permit from the ~~Riverfest Commission Organization licensed for the Special Event~~ for that purpose and having paid a permit fee therefor, as set by said ~~Commission Organization~~.
- C. Application for the permit to vend, sell, dispose or display merchandise, goods or wares shall be made in writing to the City Clerk/Treasurer at least two weeks prior to the beginning of ~~the Riverfest Celebration a Licensed Special Event~~. The application shall contain the name of the applicant, if an individual; the names of partners, if a copartnership; or the names of principal officers, if a corporation, ~~LLC, LC, LP, LLP~~, church, club or charitable institution, and shall include the location of the place or places where such merchandise, goods or wares are to be so displayed and sold. The ~~Riverfest Commission Organization licensed for the Special Event~~ shall be authorized to designate where such merchandise, goods or wares are to be so displayed and sold, if at all.

SECTION 8. Watertown General Ordinance Section 428-19 Regulation of Noncommercial Activities is hereby amended to read as follows:

§ 428-19 Regulation of noncommercial activities.

- A. No person shall operate, ride or use for transportation or recreation any wheeled device while on the grounds ~~defined in this section of a Licensed Special Event~~, other than law enforcement officers in the normal course of their duties on the grounds, ~~without permission from the Organization licensed for the Special Event~~. A "wheeled device" shall include but not be limited to the following: roller skates, in-line skates, skateboards, bicycles, scooters and roller skis.
- B. No person shall fail to obey any official sign or warning erected on the ~~grounds premises of a Special Event~~ to control pedestrian or vehicular traffic, which includes all entrance and exit signs at all ~~concession~~ stands on the ~~celebration grounds premises of a Special Event~~.

SECTION 9. All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed.

SECTION 10. This ordinance shall take effect and be in force the day after its passage and publication.

DATE:	First meeting date		Second meeting date	
READING:	1ST		2ND	
	YES	NO	YES	NO
DAVIS				
LAMPE				
RUETTEN				
BARTZ				
LICHT				
SMITH				
SCHMID				
WETZEL				
ROMLEIN				
MAYOR MCFARLAND				
TOTAL				

ADOPTED December 20, 2022

CITY CLERK

APPROVED December 20, 2022

MAYOR

**RESOLUTION TO
ALLOCATE FUND 12 (RIVERFEST FUNDS) TO
ORGANIZATION NAME**

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

WHEREAS, the City has taken on responsibility to cover the financial costs for an annual Riverfest Festival for 30 years by designating a committee to organize and host the event; and,

WHEREAS, the group of individuals that have been responsible for planning, scheduling, and budgeting the event for the last 30 years have decided to retire; and,

WHEREAS, concerns have been raised about the ability to continue the Riverfest Festival when current projections show the event will create a substantial liability for the City under its current structure; and,

WHEREAS, the City has decided to transfer responsibility and ownership of the annual Riverfest Festival to a non-profit organization that is willing to take responsibility for the event; and,

WHEREAS, the City has \$43,494.00 as of December 31, 2022 in Fund 12 designated for funding the annual Riverfest Festival.

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

That the proper City Officials be and are hereby authorized to enter into an agreement transferring all of Fund 12 designated for the annual Riverfest Festival to organization name in exchange for organization name planning, hosting, and taking responsibility to manage a similar annual Riverfest event for the City.

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

ADOPTED December 6, 2022

CITY CLERK

APPROVED December 6, 2022

MAYOR



Water Systems

800 Hoffmann Drive • P.O. Box 477 • Watertown WI 53094-0477
 WASTEWATER (920) 262-4085 • WATER (920) 262-4075 • FAX (920) 262-4087

To: Mayor McFarland & Members of the Finance Committee
 From: Peter Hartz – Water Systems Manager

Date: 12-12-2022

Re: Water & Wastewater capital fund carry over

Dear Mayor McFarland & Committee Members:

I have the following items to share for awareness regarding fund balance / carry over projects.

1. Review and update - Wastewater Capital Improvement Plan 2022, provide awareness of aeration system upgrade project expense balance carry over into 2023; from the capital expense fund for repair/replace of equipment #02-97-30-12 in the amount of \$243,175.

Status: The aeration system project upgrades began in late 2021 with the selection of Symbiont Science Engineering & Construction Inc., by the city after passage of Resolution Exhibit #9321 on December 21, 2021 (\$88,400). Since we began, we have selected new Lone Star blowers (\$113,700), purchased new control valves and actuators from Dorner (\$20,653), selected Rhode Brothers as the general contractor for demo and install (\$69,070), and selected United Electric as the electrical firm (\$60,405). The completion of the project all hinges on the delivery of the blowers which has unfortunately been delayed due to supply chain issues (computer chips, manufacturing of blowers). The planned completion of the project has been extended and will not be done until sometime in early 2023.

Fiscal note: This project is being funded with cash from the Wastewater Utility enterprise fund #2, there is no borrowing or negative fiscal impact to the 2023 budget as not all the money planned was spent in 2022. Payment for the project ultimately comes via a cash transfer from the investment account #02-01-13-20, which has a balance of approximately \$5,988,821.82 (end of October 2022).

2. Review and update – Water Capital Improvement expense 2022, provide awareness of an emergency purchase for a new HVAC furnace at the West Drinking Water Treatment Plant expense carry over into 2023; from the capital expense fund #03-99-99-99 in the amount of \$63,252.00.

Status: The emergency purchase was initiated on November 10th due to an unexpected failure of the furnace. We are waiting for delivery of the new furnace. Costs include the furnace from Masters Buildings Solutions for \$46,272.00, and installation from Richter Heating & Air Conditioning for \$16,980.00.

Fiscal note: This project is being funded with cash from the Water Utility enterprise fund #3, there is no negative fiscal impact to the 2023 budget as not all the money planned for the project was spent in 2022. Payment for the project ultimately comes via a cash transfer from the investment account #03-01-13-12 which has a balance of approximately \$3,544,502.10 (end of October 2022).

If anyone has any questions regarding this item, please feel free to discuss with me anytime.

Sincerely,

Peter Hartz

Watertown Water Systems Manager



Water Systems

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

To: Mayor McFarland & Members of the Finance Committee
From: Peter Hartz – Water Systems Manager

12/07/2022

Re: Water System agenda items for Finance committee meeting 12/12/2022

Dear Mayor McFarland & Committee Members:

Water Systems agenda item:

1. Review and take action – hire Aaron Giles to fill the open vacancy with the wastewater team as the Maintenance & Facilities Foreman at Grade M Step 1 (\$32.75/hr.), and permission to offer to alternative candidate if necessary.

Wastewater posted a recent opening for the Maintenance & Facilities Foreman position due to a retirement internally.

Aaron has been working for the Watertown water utility for 2 years – he has been an integral part of several large project in that short time. He has demonstrated the ability to work well with his coworkers and go above and beyond the expectations set forth in his job. Aaron also has shown he has the skill set necessary to lead others and expand his knowledge to the wastewater utility. Aaron also shares a desire to cross train between department and can currently fill in everywhere on the water team if needed. His work history is filled with unique experiences obtained while doing all many related jobs and general utility work. Aaron understands and recognizes, assess, and demonstrates the ability to work with and maintain cohesive requirements for staff and employer and is an example for coworkers based on experience with operations in his time in Watertown and previous employment thus helping to maximize productivity and efficiency.

I recommend extending the job offer to Aaron Giles at pay Grade M Step 1 - \$32.75 – sufficient funds are included in the 2023 budget to support this hire.

If anyone has any questions, please feel free to contact with me anytime.

Sincerely,

Peter Hartz
Watertown Water Systems

Candidate Selection Form

POSITION TITLE: Wastewater Facilities & Maintenance Foreman

DEPARTMENT: Wastewater Utility

NEW POSITION: VACANCY: Yes RECLASS: No # OF APPLICANTS: 2 - internal

FT X PT EXEMPT NONEXEMPT X

Reason for openings:
Vacancy – Jim Arndt provided notice of retirement after 36 years with the city of Watertown. His last physical day working was November 11, 2022. His last day of work on payroll will be January 3, 2023.
Justification to fill:
Critical member of the Wastewater Team
Top three responsibilities for position:
This is a skilled and technical position who will be responsible for assistance with administrative, managerial, and technical work in directing the functions and activities of the City of Watertown Water and Wastewater Utilities, as well as planning and coordinating with functions unique to each of departments. Examples include equipment maintenance, wastewater plant, water treatment plants, business office, water distribution and sewer collection crews, meter shop, contract management and plant operations.

CANDIDATE #1 NAME: Aaron Giles

How this candidate had demonstrated skills to meet the needs of the position and requested step:							
Aaron has been working for the Watertown water utility for 2 years – he has been an integral part of several large project in that short time. He has demonstrated the ability to work well with his coworkers and go above and beyond the expectations set forth in his job. Aaron also has shown he has the skill set necessary to lead others and expand his knowledge to the wastewater utility. Aaron also shares a desire to cross train between department and can currently fill in everywhere on the water team if needed. His work history is filled with unique experiences obtained while doing all many related jobs and general utility work. Aaron understands and recognizes, assess, and demonstrates the ability to work with and maintain cohesive requirements for staff and employer and is an example for coworkers based on experience with operations in his time in Watertown and previous employment thus helping to maximize productivity and efficiency.							
Date Available to start:	Immediately	Grade	M	Step	1	Hourly Rate	\$32.75

Candidate #2 Name: Scott Blasing

How this candidate had demonstrated skills to meet the needs of the position and requested step:							
Scott currently works as one of our maintenance operators. He has been in this role for 9 months and has demonstrated a considerable understanding of the responsibilities needed to perform the job of the foreman. Scott has a work history with experience as the maintenance person or operator for over 20 years and as such understands and recognizes, assess, and demonstrates the ability to work with and maintain wastewater treatment plant controls and equipment in addition to maintaining the safety of self and coworkers by example based on experience with operations in his previous employment thus helping to maximize productivity and efficiency. These job experiences are very relevant to this position.							
Date Available to start:	Immediately	Grade	M	Step	1	Hourly Rate	\$32.75

Approved Yes _____ No _____



Jaynellen J. Holloway, P.E.
920.262.4050

Andrew Beyer, P.E.
920.262.4052

Maureen McBroom, ENV SP
920-262-4036

Ritchie M. Piltz
920.262.4034

Secretary, Wanda Fredrick
920.262.4368

MEMO

TO: Mayor McFarland and Committee Members
FROM: Andrew Beyer, P.E.
DATE: December 6, 2022
RE: Finance Committee Agenda Narrative for December 12, 2022

Agenda Items:

Review and take possible action: purchase street sweeper from RNOW of West Allis, WI for \$282,774.50

BACKGROUND

Review and take possible action: purchase street sweeper from RNOW of West Allis, WI for \$282,774.50:

In spring of 2022, the City's stormwater team performed an assessment of street sweeping and leaf collection activities in the City of Watertown. After the analysis, it was determined that an additional street sweeper is needed in order for the City to meet municipal separate storm sewer system (MS4) permit requirements and Total Maximum Daily Load (TMDL) pollutant reduction requirements. The City can claim an additional 237.39 pounds of Phosphorus (TP) for TMDL compliance by committing to additional weekly street sweeping after leaf collection activities, which is a significant increase in phosphorus reductions in the three TMDL sub-watersheds:

Sub-Watershed	TP Load after 2021 Modeling Revision	TP Load after 2022 Leaf Collection Analysis
RR-28	11.71%	15.74%
RR-29	16.35%	18.01%
JC-30	10.75%	10.93%

The City currently runs one street sweeper; to meet the existing street sweeping requirements under the MS4 Permit and to capture this additional phosphorus credit, a second sweeper unit will be necessary and will be operated year round, excluding the winter months, performing street sweeping and catch basin cleaning operations alongside the existing 2016 street sweeper.

The stormwater team has also considered the need for annual catch basin cleaning program, including deeper catch basins that are designed and installed to meet water quality requirements. These catch basins are required to be maintained per the MS4 Permit. The newer street sweepers have the ability to routinely clean catch basins. City staff are developing an annual program to clean some catch basins with internal crews and equipment and supplement with an outside catch basin cleaning contractor, as needed.

City staff met with several street sweeper vendors and reviewed several sweeper options in an effort to determine what machine would best suit the City's needs at the lowest cost. The City received two quotations from vendors with the lowest quote received from RNOW for \$282,774.50 for the machine. A summary of received quotes can be seen on the following page. The stormwater team is recommending a street sweeping unit from RNOW of West Allis, WI, which will be used both for street sweeping and catch basin cleaning.

VENDOR	MODEL	QUOTE
RNOW, INC. West Allis, WI	Schwarze A7 Tornado Regenerative Air Street Sweeper	\$282,774.50
MACQUEEN EQUIPMENT Menomonee Falls, WI	Elgin RegenX1 Regenerative Air Street Sweeper	\$333,375.00

\$300,000 has been approved in the 2023 budget for the street sweeping unit. Delivery is anticipated in the first half of 2023.

Attachments:

Draft Resolution

RNOW quote sheet

**DRAFT RESOLUTION TO
PURCHASE A STREET SWEEPER FROM RNOW, INC. OF
WEST ALLIS, WI FOR \$282,774.50**

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

WHEREAS, the following quotations were received for the purchase of a street sweeper, to be operated by the City of Watertown Stormwater Utility to meet municipal separate storm sewer system (MS4) requirements and total maximum daily load (TMDL) requirements.

VENDOR	MODEL	QUOTE
RNOW, INC. West Allis, WI	Schwarze A7 Tornado Regenerative Air Street Sweeper	\$282,774.50
MACQUEEN EQUIPMENT Menomonee Falls, WI	Elgin RegenX1 Regenerative Air Street Sweeper	\$333,375.00

WHEREAS, the City's stormwater team has reviewed quotes received; and,

WHEREAS, the quotation from RNOW, Inc. appears to be in the best interest of the City of Watertown.

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

That the proper City Officials be and are hereby authorized to purchase a street sweeper from RNOW, Inc. of West Allis, WI for \$282,774.50. Said money is to be taken from the Storm Water Utility Capital Outlay Account #16-58-16-60. \$300,000 has been approved in the 2023 budget for this purchase. Said expenditure is to occur upon machine delivery to the City of Watertown in 2023.

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

ADOPTED December 20, 2022

CITY CLERK

APPROVED December 20, 2022

MAYOR



R.N.O.W., Inc.
8636R West National Avenue
West Allis, WI 53227

QUOTATION

Section 3, Item M.

Quote Number: 2022-7473
Quote Date: Nov 29, 2022
Page: 1

Voice: 414-541-5700
Fax: 414-543-9797

Quoted To:

CITY OF WATERTOWN
811 S. FIRST STREET
WATERTOWN, WI 53094
USA

Accepted By: _____

Sign above to accept quotation and place order


Customer Fax: 920-262-4082

Customer ID	Good Thru	Payment Terms	Sales Rep
WATERTOWN	12/29/22	DUE ON DELIVERY	JAS

Quantity	Item	Description	Unit Price	Amount
1.00	 INTERNATIONAL CHASSI	CHASSIS International IH MV607 200HP Cummins Dual Steer '22 ----- - Barlight, Cab W/Guard, Conventional, LED 16" ----- - Mirror, 12" Parabolic, Set ----- - Air Filter Restrict Ind Chassis	89,750.00	89,750.00
1.00	 S-A7 TORNADO	SWEEPER BODY - Schwarze A7 Tornado Regenerative Air Street Sweeper - 134 hp John Deere Tier IVF ----- - Standard w/rubber blast orifice ----- - Sweep Head Deluge (Must Pick Standard	190,230.00	190,230.00

Thank you for the opportunity to quote

SUBMITTED BY


Steven D. Krall
President

Subtotal	Continued
Sales Tax	Continued
Freight	
TOTAL	Continued



R.N.O.W., Inc.
8636R West National Avenue
West Allis, WI 53227

QUOTATION

Section 3, Item M.

Quote Number: 2022-7473
Quote Date: Nov 29, 2022
Page: 2

Voice: 414-541-5700
Fax: 414-543-9797

Quoted To:

CITY OF WATERTOWN
811 S. FIRST STREET
WATERTOWN, WI 53094
USA

Accepted By: _____

Sign above to accept quotation and place order


Customer Fax: 920-262-4082

Customer ID	Good Thru	Payment Terms	Sales Rep
WATERTOWN	12/29/22	DUE ON DELIVERY	JAS

Quantity	Item	Description	Unit Price	Amount
		Head) ----- - Gutter Broom, Dual ----- - Gutter Broom, Tilt Power Dual ----- - Gutter Broom, GEO Dual ----- - Standby, Full w/Throttle Ramp ----- - Variable Speed Gutter Broom(S) ----- - 10 point remote grease manifold ----- - Camera System, Dual Vision: Rear & Pick Up Head Vision ----- - Water Tank, Standard 250G ----- - Water Tank, Additional 350G Total of 600G ----- - Water Tank Low Level Alarm & Ind. -----		

Thank you for the opportunity to quote

SUBMITTED BY


Steven D. Krall
President

Subtotal	Continued
Sales Tax	Continued
Freight	
TOTAL	Continued



R.N.O.W., Inc.
8636R West National Avenue
West Allis, WI 53227

QUOTATION

Section 3, Item M.

Quote Number: 2022-7473
Quote Date: Nov 29, 2022
Page: 3

Voice: 414-541-5700
Fax: 414-543-9797

Quoted To:

CITY OF WATERTOWN
811 S. FIRST STREET
WATERTOWN, WI 53094
USA

Accepted By: _____

Sign above to accept quotation and place order

Customer Fax: 920-262-4082

Customer ID	Good Thru	Payment Terms	Sales Rep
WATERTOWN	12/29/22	DUE ON DELIVERY	JAS

Quantity	Item	Description	Unit Price	Amount
		- Spray Bar, Front ----- - Spray Bar, Hopper Add. 4 Nozzles ----- - High Pressure Washdown W/ 50' Hose Reel ----- - Hopper, High Strength Stainless Steel ~LIFETIME WARRANTY~ ----- - Hopper W/ Remote DD Screens Stainless Steel ----- - Hopper Sound Suppression ----- - Hopper Dump Assist Shaker ----- - Hand Hose, 8" Power Boom HD with Extend (Remote Engine Throttle Included) ----- - Rear Bumper Mounted Stow & Go - Rear Tube Holder -----		

Thank you for the opportunity to quote

SUBMITTED BY _____

Steven D. Krall
President

Subtotal	Continued
Sales Tax	Continued
Freight	
TOTAL	Continued



R.N.O.W., Inc.
8636R West National Avenue
West Allis, WI 53227

QUOTATION

Section 3, Item M.

Quote Number: 2022-7473
Quote Date: Nov 29, 2022
Page: 4

Voice: 414-541-5700
Fax: 414-543-9797

Quoted To:

CITY OF WATERTOWN
811 S. FIRST STREET
WATERTOWN, WI 53094
USA

Accepted By: _____

Sign above to accept quotation and place order


Customer Fax: 920-262-4082

Customer ID	Good Thru	Payment Terms	Sales Rep
WATERTOWN	12/29/22	DUE ON DELIVERY	JAS

Quantity	Item	Description	Unit Price	Amount
		- Hopper Deluge, Conical Spray ----- - Load Weight Alarm & Indicator ----- - Hopper Up Alarm & Indicator ----- - Hopper Aux. Engine Screen Cover ----- - Hopper Door Open Indicator ----- - Low Hydraulic Level Indicator In-Cab ----- - Air Filter Restriction Indicator (In-Cab) ----- - Strobe, Rear W/Guard LED ----- - 1 year Schwarze Body Warranty Included ----- - 5 year John Deere Warranty Auxiliary Engine ----- - 5 & 2 year hydraulics warranty -----		

Thank you for the opportunity to quote

SUBMITTED BY


Steven D. Krall
President

Subtotal	Continued
Sales Tax	Continued
Freight	
TOTAL	Continued



R.N.O.W., Inc.
8636R West National Avenue
West Allis, WI 53227

QUOTATION

Section 3, Item M.

Quote Number: 2022-7473
Quote Date: Nov 29, 2022
Page: 5

Voice: 414-541-5700
Fax: 414-543-9797

Quoted To:

CITY OF WATERTOWN
811 S. FIRST STREET
WATERTOWN, WI 53094
USA

Accepted By: _____

Sign above to accept quotation and place order

Customer Fax: 920-262-4082

Customer ID	Good Thru	Payment Terms	Sales Rep
WATERTOWN	12/29/22	DUE ON DELIVERY	JAS

Quantity	Item	Description	Unit Price	Amount
		- Life Time Hopper Corrosion Warranty		
		----- ADDITIONAL OPTIONS ADDED -----		
1.00		- Hand Hose Extension 4FT Long Rear Mount - 4 Max (not compatible w/ rear water-tank)	405.00	405.00
1.00		- 6 Foot Long 4" Band Lock Tube with 8" to 4" Reducer and 4" Band Clamp	350.00	350.00
1.00		- Storm Water Wrap on Sweeper Body	3,750.00	3,750.00
-1.00		- RNOW to pay for 1/2 of Storm Water Wrap	1,875.00	-1,875.00
		----- TRAINING -----		
		- Operator Training - 8 hours of Operator Training at customer location		
		----- - Mechanics Training for 2 Days at Schwarze Industries in Huntsville, AL. for One (1) Mechanic (Includes Registration, Airfare Room, & per Diem)		

Thank you for the opportunity to quote

SUBMITTED BY _____

Steven D. Krall
President

Subtotal	Continued
Sales Tax	Continued
Freight	
TOTAL	Continued



R.N.O.W., Inc.
8636R West National Avenue
West Allis, WI 53227

QUOTATION

Section 3, Item M.

Quote Number: 2022-7473
Quote Date: Nov 29, 2022
Page: 6

Voice: 414-541-5700
Fax: 414-543-9797

Quoted To:


CITY OF WATERTOWN
811 S. FIRST STREET
WATERTOWN, WI 53094
USA

Accepted By: _____

Sign above to accept quotation and place order

Customer Fax: 920-262-4082

Customer ID	Good Thru	Payment Terms	Sales Rep
WATERTOWN	12/29/22	DUE ON DELIVERY	JAS

Quantity	Item	Description	Unit Price	Amount
1.00	TITLE FEE	WISCONSIN FEES Wisconsin Title, Registration, and License Plate fee	164.50	164.50
				

Thank you for the opportunity to quote

SUBMITTED BY _____

Steven D. Krall
President

Subtotal	282,774.50
Sales Tax	
Freight	
TOTAL	282,774.50

Jaynellen J. Holloway, P.E.
920.262.4050

Andrew Beyer, P.E.
920.262.4052

Maureen McBroom, ENV SP
920-262-4036

Ritchie M. Piltz
920.262.4034

Secretary, Wanda Fredrick
920.262.4368

MEMO

TO: Mayor McFarland and Committee Members

FROM: Jaynellen J. Holloway, P.E.

DATE: December 6, 2022

RE: Finance Committee Agenda Narrative for December 12, 2022

Agenda Items:

Review and take possible action: Approve hiring Stacy Winkelman for the Operations Manager at Grade R, Step 1

BACKGROUND

Review and take possible action: Approve hiring Stacy Winkelman for the Operations Manager position at Grade R, Step 1: The Public Works Director/City Engineer advertised internally to fill the position of Operations Manager recently and received one qualified application within the five day advertising time frame. The one candidate was interviewed and was found to be a welcomed and qualified candidate for the position.

I am requesting Finance Committee approve Stacy Winkelman as City of Watertown's Operations Manager at Grade R, Step 1 - \$42.39/hour. Funding of this position is out of Street and Solid Waste Division salaries account and the Stormwater Utility Administration account and there is sufficient funding to cover the requested salary.

Attachments:

Review and take possible action: Approve hiring Stacy Winkelman for the Operations Manager position at Grade R, Step 1:

- Candidate Selection Form

Candidate Selection Form

POSITION TITLE Operations Manager DEPARTMENT Public Works

DIVISION Street and Solid Waste

NEW POSITION X VACANCY _____ RECLASS _____ # OF APPLICANTS: 1

FT X PT _____ EXEMPT X NONEXEMPT _____

Reason for opening:
To fill new restructure of Street/Solid Waste Division
Justification to fill:
Have the right structure in place
Top three responsibilities for position:
Providing management, organization, and supervisory direction to: 1) team members, division responsibilities, compliance with Federal/State/local requirements.

CANDIDATE NAME: Stacy Winkelman

How this candidate had demonstrated skills to meet the needs of the position and requested step:
Our candidate was very knowledgeable in many different aspects of our operations. She showed us that she has over 25 years of experience in the operations and responsibilities of the Street and Solid Waste Division from the multiple positions she has held over the years with knowledge about leadership, snow plowing, leaf collection, brine/salting, quarry, landfill, yardwaste, and fill site.

Date Available to start:	December 20, 2022	Grade	R	Step	1	Hourly Rate	\$42.39
--------------------------	-------------------	-------	---	------	---	-------------	---------

FIRST ALTERNATE: _____

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

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

SECOND ALTERNATE: _____

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

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

Approved Yes _____ No _____

**RESOLUTION TO
APPROVE HIRING STACY WINKELMAN AS
OPERATIONS MANAGER AT GRADE R**

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

WHEREAS, the City of Watertown Public Works Director/City Engineer advertised for and interviewed candidates for the position of Operations Manager for the City of Watertown Public Works Department Street and Solid Waste Division; and,

WHEREAS, the successful candidate has been brought before the Finance Committee and the Finance Committee approves Stacy Winkelman as this candidate and makes recommendation to the Common Council to approve Stacy Winkelman as the Operations Manager for the City of Watertown Street and Solid Waste Division of the Public Works Department at a Grade R in the 2022 payroll resolution.

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

That Stacy Winkelman be promoted to the Operations Manager for the City of Watertown Street and Solid Waste Division of the Public Works Department at a Grade R in the 2022 payroll resolution effective immediately.

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

ADOPTED December 20, 2022

CITY CLERK/TREASURER

APPROVED December 20, 2022

MAYOR



Jaynellen J. Holloway, P.E.
920.262.4050

Andrew Beyer, P.E.
920.262.4052

Maureen McBroom, ENV SP
920-262-4036

Ritchie M. Piltz
920.262.4034

Secretary, Wanda Fredrick
920.262.4368

MEMO

TO: Mayor McFarland and Committee Members

FROM: Jaynellen J. Holloway, P.E.

DATE: December 6, 2022

RE: Finance Committee Agenda Narrative for December 12, 2022

Agenda Items:

Review and take possible action: Approve hiring Matt Willmann for the Assistant Operations Manager at Grade M, Step 1

BACKGROUND

Review and take possible action: Approve hiring Matt Willmann for the Assistant Operations Manager position at Grade M, Step 1: The Public Works Director/City Engineer advertised internally to fill the position of Assistant Operations Manager recently and received one qualified application within the five day advertising time frame. The one candidate was interviewed and was found to be a welcomed and qualified candidate for the position.

I am requesting Finance Committee approve Matt Willmann as City of Watertown's Assistant Operations Manager at Grade M, Step 1 - \$32.75/hour. Funding of this position is out of Street and Solid Waste Division salaries account and the Stormwater Utility Payroll Allocations account and there is sufficient funding to cover the requested salary.

Attachments:

Review and take possible action: Approve hiring Matt Willmann for the Assistant Operations Manager position at Grade M, Step 1:

- Candidate Selection Form

Candidate Selection Form

POSITION TITLE Assistant Operations Manager DEPARTMENT Public Works

DIVISION Street and Solid Waste

NEW POSITION X VACANCY _____ RECLASS _____ # OF APPLICANTS: 1

FT X PT _____ EXEMPT X NONEXEMPT _____

Reason for opening:
To fill new restructure of Street/Solid Waste Division
Justification to fill:
Have the right structure in place
Top three responsibilities for position:
Planning and scheduling of work crews; instruct crew leaders and working foremen on methods and procedures; and provide support to the Operations Manager in the day to day running of the division.

CANDIDATE NAME: Matt Willmann

How this candidate had demonstrated skills to meet the needs of the position and requested step:
Our candidate was very knowledgeable in many different aspects of our operations. He showed us that he has over five years of experience in the operations and responsibilities of the Street and Solid Waste Division (i.e., road construction and maintenance, snow plowing, leaf collection, brine/salting, storm sewer construction and maintenance, and public refuse).

Date Available to start:	December 13, 2022	Grade	M	Step	1	Hourly Rate	\$32.75
--------------------------	-------------------	-------	---	------	---	-------------	---------

FIRST ALTERNATE: _____

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

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

SECOND ALTERNATE: _____

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

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

Approved Yes _____ No _____

Jaynellen J. Holloway, P.E.
920.262.4050

Andrew Beyer, P.E.
920.262.4052

Maureen McBroom, ENV SP
920-262-4036

Ritchie M. Piltz
920.262.4034

Secretary, Wanda Fredrick
920.262.4368

MEMO

TO: Mayor McFarland and Committee Members
FROM: Jaynellen J. Holloway, P.E.
DATE: December 6, 2022
RE: Finance Committee Agenda Narrative for December 12, 2022

Agenda Items:

Review and take possible action: Approve hiring Tom Nichols and Jason Heller for the Two Working Foremen Positions Each at Grade J, Step 4

BACKGROUND

Review and take possible action: Approve hiring Tom Nichols and Jason Heller for the Two Working Foremen Positions each at Grade J, Step TBD: The Public Works Director/City Engineer advertised internally to fill the two open positions of Working Foreman recently and received four qualified applications within the five day advertising time frame. The candidates were interviewed and were found to be welcomed and qualified candidates for the position.

I am requesting Finance Committee approve Tom Nichols and Jason Heller as City of Watertown's Working Foreman at Grade J, Step 4 - \$29.28/hour. Funding for these positions is out of Street and Solid Waste Division salaries account and there is sufficient funding to cover the requested salary.

Attachments:

Review and take possible action: Approve hiring Tom Nichols and Jason Heller for the Two Working Foremen Positions Each at Grade J, Step TBD:
- Candidate Selection Form

Candidate Selection Form

POSITION TITLE Working Foreman - 2 Each DEPARTMENT Public Works

DIVISION Street and Solid Waste

NEW POSITION X VACANCY _____ RECLASS _____ # OF APPLICANTS: 4

FT X PT _____ EXEMPT _____ NONEXEMPT X

Reason for opening:
To fill new restructure of Street/Solid Waste Division
Justification to fill:
Have the right structure in place
Top three responsibilities for position:
Lead the Street Division and Stormwater crews, performing oversight, instruction, and management functions on daily work assignments and projects; review technical documents; check the work of his/her team members perform – ensuring it meets quality and safety standards.

1 of 2 CANDIDATES NAME: Tom Nichols

How this candidate had demonstrated skills to meet the needs of the position and requested step:
Our candidate was very knowledgeable in many different aspects of our operations. He showed us that he has many years of experience in the operations and responsibilities of the Street and Solid Waste Division (i.e., road construction and maintenance, snow plowing, leaf collection, brine/salting, storm sewer construction and maintenance).

Date Available to start:	December 13, 2022	Grade	J	Step	4	Hourly Rate	\$29.28
--------------------------	-------------------	-------	---	------	---	-------------	---------

2 OR 2 CANDIDATES NAME: Jason Heller

How this candidate had demonstrated skills to meet the needs of the position and requested step:
Our candidate was very knowledgeable in many different aspects of our operations. He showed us that he has many years of experience in the operations and responsibilities of the Street and Solid Waste Division (i.e., road construction and maintenance, snow plowing, leaf collection, brine/salting, storm sewer construction and maintenance).

Date Available to start:	December 13, 2022	Grade	J	Step	4	Hourly Rate	\$29.28
--------------------------	-------------------	-------	---	------	---	-------------	---------

FIRST ALTERNATE: Adam Quest

How this candidate had demonstrated skills to meet the needs of the position and requested step:
Our candidate was very knowledgeable in many different aspects of our operations. He showed us that he has many years of experience in the operations and responsibilities of the Street and Solid Waste Division (i.e., road construction and maintenance, snow plowing, leaf collection, brine/salting, storm sewer construction and maintenance).

Date Available to start:	12/13/22	Grade	J	Step	4	Hourly Rate	\$29.28
--------------------------	----------	-------	---	------	---	-------------	---------

Approved Yes _____ No _____

Jaynellen J. Holloway, P.E.
920.262.4050

Andrew Beyer, P.E.
920.262.4052

Maureen McBroom, ENV SP
920-262-4036

Ritchie M. Piltz
920.262.4034

Secretary, Wanda Fredrick
920.262.4368

MEMO

TO: Mayor McFarland and Committee Members

FROM: Jaynellen J. Holloway, P.E.

DATE: December 6, 2022

RE: Finance Committee Agenda Narrative for December 12, 2022

Agenda Items:

Review and take possible action: Approve hiring Chris Newberry for the Public Works Project Manager at Grade M, Step 3

BACKGROUND

Review and take possible action: Approve hiring Chris Newberry for the Public Works Project Manager at Grade M, Step 3: The Public Works Director/City Engineer advertised to fill the position of Public Works Project Manager recently and received two qualified applications for this position. Both candidates were interviewed and one was found to be a welcomed and qualified candidate for the position.

I am requesting Finance Committee approve Chris Newberry as City of Watertown's Public Works Project Manager at Grade M, Step 3 - \$35.14/hour. Funding of this position is out of Street Division salaries account and the Stormwater Utility Payroll Allocations account and there is sufficient funding to cover the requested salary.

Attachments:

Review and take possible action: Approve hiring Chris Newberry for the Public Works Project Manager position at Grade M, Step 3:

- Candidate Selection Form

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) is made as of December _____, 2022, by and between **BASO HOLDINGS LLC**, a Wisconsin limited liability company (“Buyer”), and the **CITY OF WATERTOWN, WISCONSIN**, a Wisconsin municipal corporation (“Seller”).

W I T N E S S E T H:

WHEREAS, Seller presently owns and holds title to that certain real property consisting of approximately 5.34 acres located in Jefferson County, Wisconsin, having Tax Parcel No. 28-291-0815-0624-004 and which is generally depicted on Exhibit A attached hereto and made a part hereof, including all and singular the easements, rights-of-way and other appurtenances thereto, and all other real property rights and properties of Seller relating thereto (collectively, the “Property”); and

WHEREAS, Buyer desires to purchase the Property from Seller, and Seller desires to sell and convey the same to Buyer, upon and subject to the terms, covenants and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

1. Purchase/Sale; Effective Date. Buyer agrees to purchase and acquire the Property from Seller, and Seller agrees to sell and convey the Property to Buyer, upon and subject to the terms, covenants and conditions set forth herein. The “Effective Date” of this Agreement shall be the date of execution and delivery of this Agreement by the last of Buyer and Seller as evidenced by the date below the signature of each.

2. Purchase Price.

2.1 Amount. The purchase price (the “Purchase Price”) for the Property is and shall be One Hundred Thirty-three Thousand Five Hundred and No/100 Dollars (\$133,500.00), payable as follows:

(a) Five Thousand and No/100 Dollars (\$5,000.00) (the “Earnest Money”), by check, payable to the order of Wisconsin Title Service Co. Inc., Waukesha, Wisconsin (“Escrow Agent”) to be delivered within five (5) business days after the Effective Date, as an earnest money deposit to be held by the Escrow Agent; and

(b) The balance (adjusted for prorations and credits as specified in this Agreement), by wire transfer to the account of Seller, at Closing (as hereinafter defined).

2.2 Earnest Money. The Earnest Money shall be held by Escrow Agent in its trust account, subject to the terms hereof, to be applied, at Closing, against the Purchase Price, or if this transaction fails to close, disbursed as otherwise set forth in this Agreement. The Earnest

Money shall be held by Escrow Agent pursuant to Escrow Agent's standard escrow instrument, with such modifications thereto as the parties to such escrow instrument shall mutually agree; provided, however, in the event of any conflict between the terms of the escrow instrument and the terms of this Agreement, the terms of this Agreement shall control.

3. Seller's Deliveries. Within five (5) business days after the Effective Date, Seller shall deliver to Buyer all existing title reports, surveys, environmental reports and engineering reports relating to the Property to the extent in Seller's possession (collectively, "Seller's Deliveries"). If this Agreement is terminated, then, within five (5) business days after such termination, Buyer shall deliver to Seller all of Seller's Deliveries and all copies made of Seller's Deliveries.

4. Due Diligence; Title Review.

4.1 Due Diligence Period.

(a) Buyer's Investigations. Buyer and its contractors, consultants, engineers, inspectors, employees and agents shall have the period from the Effective Date through the date which is forty-five (45) days after the Effective Date (the "Due Diligence Period") to conduct due diligence investigations and analysis of the Property (collectively "Buyer's Investigations"), including, without limitation: (i) studies, examinations, inspections, surveys, assessments, appraisals, analyses, well and septic system inspections, and other investigations as it may, in its sole discretion, deem necessary or desirable in order to determine the feasibility of acquiring and using the Property for Buyer's intended use; and (ii) environmental and other tests as it may, in its sole discretion, deem necessary or desirable in order to determine the feasibility of acquiring and using the Property for Buyer's intended use. Notwithstanding the foregoing, before conducting any physically intrusive test (for example, soil borings or ground water sampling), Buyer shall obtain Seller's written consent, which consent shall not be unreasonably withheld. Buyer's request for Seller's consent for any such additional physically intrusive testing shall include a description of the scope, timing and purpose of such tests. Buyer shall promptly restore the Property to its original condition, wear and tear excepted, after Buyer's Investigations are completed. Prior to accessing the Property for Buyer's Investigations, Buyer shall give Seller at least twenty-four hours' prior written notice requesting such access; such access shall only be conducted during normal weekday business hours; and a representative of Seller shall have the opportunity to be present during each such access.

(b) Confidentiality. Buyer and its contractors, consultants, engineers, inspectors, employees and agents shall hold in confidence Seller's Deliveries, and any and all appraisals, studies, reports and other documentation and information obtained during Buyer's Investigations, and shall not disclose the same to any party whatsoever, except as expressly contemplated by this Agreement or as may otherwise be required in connection with Buyer obtaining financing; provided, further, Buyer shall take reasonable measures to ensure that Buyer's lender maintains such confidence. Buyer shall be responsible for ensuring compliance of its contractors, consultants, engineers, inspectors, employees and agents with the foregoing confidentiality covenant. Upon Seller's request, Buyer shall deliver to Seller copies of all such Buyer's appraisals, studies, reports and other documentation and information obtained during Buyer's Investigations.

(c) Indemnification; Evidence of Insurance. Buyer shall indemnify, defend and hold harmless Seller from and against any and all losses, costs, damages and expenses (including, without limitation, reasonable attorneys' fees and costs of litigation), arising directly from the negligent or intentionally wrongful acts of Buyer or any of its contractors, consultants, engineers, inspectors, employees and agents in the course of conducting Buyer's Investigations. The provisions of this Section 4.1 shall survive termination of this Agreement and Closing.

4.2 Termination. If Buyer determines it does not desire to acquire the Property for any or no reason whatsoever, in its sole and absolute discretion, then Buyer shall have the right and option to terminate this Agreement by delivering written notice thereof to Seller and Escrow Agent at any time prior to 6:00 P.M. (Wisconsin time) on the last day of the Due Diligence Period, in which event this Agreement and all obligations of Buyer and Seller hereunder shall terminate, except as expressly provided elsewhere herein, and Escrow Agent shall promptly refund the Earnest Money to Buyer. If Buyer does not timely give notice of termination as aforesaid, then Buyer's right and option to terminate shall immediately and automatically expire, and this Agreement and all obligations of Buyer and Seller hereunder shall survive and remain in full force and effect.

4.3 Title and Survey Review.

(a) Buyer Objections. Within fourteen (14) days after the Effective Date, Seller shall deliver to Buyer a current title insurance commitment, in the amount of the Purchase Price, for the Property. Buyer, at its expense, may obtain an ALTA/NSPS survey of the Property to confirm the legal description and boundaries of the Property, together with such other matters conforming with the 2021 ALTA/NSPS Minimum Standard Detail Requirements and any Table A items requested by Buyer. On or before the date which is thirty-five (35) days after the Effective Date (the "Title Review Period") Buyer shall give Seller notice of any title or survey defects or other matters to which Buyer objects ("Title Defects"). Any matters set forth in the title insurance commitment or survey to which Buyer does not timely object shall be deemed "Permitted Exceptions."

(b) Cure; Termination; Acceptance of Title. Seller shall give Buyer notice within five (5) days after receipt of Buyer's notice as to whether Seller will attempt to cure any such Title Defects, and if Seller does so attempt, Seller shall have until Closing to cure such Title Defect(s). If Seller fails to give timely notice of its intent to cure such Title Defect(s), Seller shall be deemed to have given notice electing not to attempt to cure the Title Defect as of the last day of such 5-day notice period. If Seller gives notice that it will not attempt to cure any Title Defect (or is deemed to have given notice of Seller's election not to attempt to cure such Title Defect), then Buyer may elect by written notice given to Seller within five (5) days after Seller's notice (or after the date notice is deemed given by Seller), as Buyer's sole remedy, either to: (i) accept such Title Defect and proceed to Closing, with no reduction in the Purchase Price, in which event such Title Defect shall be deemed a Permitted Exception, or (ii) terminate this Agreement, in which event Escrow Agent shall disburse the Earnest Money to Buyer. If Buyer shall fail to give timely notice of its election as set forth above, Buyer shall be deemed to have elected clause (i) above. If Seller elects to attempt to cure a Title Defect, and is unable to cure such Title Defect prior to Closing, Buyer's sole remedy shall be either to: (x) accept such Title Defect and proceed to Closing, with no reduction in the Purchase Price, in which event such Title

Defect shall be deemed a Permitted Exception, or (y) terminate this Agreement, in which event the Escrow Agent shall disburse the Earnest Money to Buyer.

5. Representations and Warranties.

5.1 Representations and Warranties of Seller. Seller makes the following representations and warranties to Buyer as of the Effective Date and as of the date of Closing:

(a) Organization. Seller is a municipal corporation validly existing under the laws of the State of Wisconsin and has all requisite corporate power and authority to own the Property, to enter into this Agreement and the other documents and instruments to be executed and delivered by Seller under this Agreement, and to carry out the transactions contemplated by this Agreement.

(b) Authority. The execution, delivery and performance of this Agreement by Seller and the documents to be executed by Seller pursuant to this Agreement have been duly and validly authorized by the Common Council of Seller. No other or further act or proceeding on the part of Seller or any of its officials is necessary to authorize this Agreement or the other documents and instruments to be executed and delivered by Seller hereunder or the consummation of the transactions contemplated hereby. This Agreement constitutes, and when executed and delivered, the other documents and instruments to be executed and delivered by Seller hereunder will constitute, valid, binding agreements of Seller, enforceable in accordance with their respective terms.

(c) Non-foreign Status. Seller is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate as such terms are defined in Section 1445 of the Internal Revenue Code.

(d) Environmental. Except for any matters disclosed among Seller's Deliveries, to the best of Seller's knowledge, there is no presence or release of any Hazardous Materials (as defined below) in, on or under any part of the Property in violation of applicable Environmental Laws (as defined below). As used in this paragraph, the term "Hazardous Materials" shall mean any hazardous wastes, regulated substances, regulated wastes, hazardous substances, hazardous materials and toxic substances, as those terms are defined in Environmental Laws, and the term "Environmental Laws" shall mean all applicable local, state and federal laws relating to the protection of the environment and pollution control, including the Resource Conservation and Recovery Act (42 U.S.C.A. §§ 6901 *et seq.*), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C.A. §§ 9601 *et seq.*), the Hazardous Materials Transportation Act (49 U.S.C.A. §§ 1801 *et seq.*), the Toxic Substances Control Act (15 U.S.C.A. §§ 2601 *et seq.*), the Clean Air Act (42 U.S.C.A. §§ 7401 *et seq.*), and the Clean Water Act (33 U.S.C.A. §§ 1251 *et seq.*).

5.2 Representations and Warranties of Buyer. Buyer makes the following representations and warranties to Seller as of the date of this Agreement and as of the date of Closing:

(a) Organization. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Wisconsin.

(b) Authority. The execution, delivery and performance of this Agreement by Buyer and the documents to be executed by Buyer pursuant to this Agreement: (i) have been duly and validly authorized by all necessary action on the part of Buyer; (ii) do not conflict with or result in a violation of Buyer's organizational documents or any judgment, order or decree of any court or arbiter in any proceeding to which Buyer is a party; and (iii) do not conflict with or constitute a material breach of, or constitute a material default under any contract, agreement or other instrument by which Buyer is bound or to which Buyer or any persons constituting Buyer is a party.

6. "AS IS". Buyer acknowledges and agrees that it will perform from and after the Effective Date, examinations and investigations of the Property. Accordingly, except for the representations and warranties of Seller contained in Section 5.1 hereof and Seller's warranty of title as conveyed under Section 7.2(b) hereof, Buyer will rely solely upon such examinations and investigations in purchasing the Property. Buyer therefore expressly understands and agrees that Buyer is acquiring the Property "AS IS" and "WHERE IS", and with all faults, and that Seller has not made and does not make any representations or warranties, expressed or implied, with respect to the quality, physical condition, expenses or value of the Property, or any other matter or thing affecting or related to the Property or this Agreement (including, without limitation, warranties of habitability, warranties of merchantability and/or of fitness for a particular purpose), which might be pertinent in considering the making of the purchase of the Property or the entering into of this Agreement, and Buyer does hereby expressly acknowledge that no such representations or warranties have been made. The provisions of this Section 6 shall survive Closing.

7. Closing.

7.1 Closing Date; Payment of Purchase Price. The closing of the transaction contemplated hereunder ("Closing") shall occur in escrow through Escrow Agent, on or before twenty (20) days after the expiration of the Due Diligence Period, or at such other time and place as the parties hereto shall agree upon in writing (the "Closing Date"). Buyer shall pay the Purchase Price to Seller in cash by wire transfer, subject to applicable prorations, credits and adjustments contained in this Agreement.

7.2 Documents to be Delivered by Seller. Seller shall deliver to Buyer at Closing the following, in each case duly executed and acknowledged, or otherwise completed in proper form:

(a) Closing Statement. A closing statement (the "Closing Statement") reflecting the Purchase Price and all prorations and disbursements set forth herein.

(b) Special Warranty Deed. A Special Warranty Deed for the Property, subject to Permitted Exceptions, matters that would be disclosed by an accurate survey of the Property and the Right of First Refusal described in Section 12.14 hereof.

(c) Owner's Affidavit. Escrow Agent's customary form owner's affidavit as to construction liens and possession.

(d) Authority. Such resolutions, certificates and/or organizational documents reasonably required by Escrow Agent.

(e) Non-Foreign Affidavit. An affidavit in form required by Section 1445 of the Internal Revenue Code and reasonably satisfactory to Buyer and its counsel, to the effect that Seller is not a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate (as such terms are defined in the Internal Revenue Code).

(f) Other Documents. Such other documents and items as may be reasonably requested by Buyer or Escrow Agent and customarily required to close transactions similar to the subject transaction in the state in which the Property is located.

7.3 Documents to be Delivered by Buyer. Buyer shall deliver to Seller at Closing the following, in each case duly executed and acknowledged, or otherwise completed and in proper form:

(a) Closing Statement. The Closing Statement.

(b) Other Documents. Such other documents and items as may be reasonably requested by Seller or Escrow Agent and customarily required to close transactions similar to the subject transaction in the state in which the Property is located.

7.4 Costs and Expenses.

(a) Escrow / Closing Fees. Seller and Buyer shall each be responsible for one-half (1/2) of any escrow and/or closing fee charged by Escrow Agent.

(b) Seller Costs. Seller shall be responsible for (i) the cost of all search and title commitment fees, and the premium for the owner's title insurance policy (including the premium for a GAP endorsement), provided that Buyer shall pay the cost of any loan policy, and any additional endorsements required by Buyer or its lender; and (ii) the Wisconsin real estate transfer fee.

(c) Buyer Costs. Buyer shall be responsible for (i) the premium for any loan policy and any endorsements required by Buyer or its lender other than a GAP endorsement; (ii) the cost of any survey for the Property; and (iii) the cost of Buyer's Investigations.

(d) Miscellaneous Costs. Except as otherwise provided herein, each of Seller and Buyer shall bear its own expenses and the expenses of its counsel and other agents in connection with the transactions contemplated hereby.

Costs and expenses payable at or in connection with Closing may be allocated between Seller and Buyer on the Closing Statement.

7.5 Prorations and Adjustments. All prorations provided to be made "as of the Closing Date" shall each be made as of 12:01 a.m. on the Closing Date, and shall be deemed final at Closing. The following items shall, as applicable, be prorated between Buyer and Seller or credited to Buyer or Seller:

(a) Taxes and Special Assessments. Seller shall pay all real estate taxes and special assessments that were payable in all years prior to the year in which the Closing occurs.

Real estate taxes and annual installments of special assessments payable therewith that are payable in the year in which the Closing occurs shall be prorated between Seller and Buyer as of the Closing Date. If the amount of real estate taxes for the current year are not known as of Closing, prorations shall be based on the amount of real estate taxes for the immediately prior year. Taxes and special assessments (whether levied or pending) that are payable in years after the year in which the Closing occurs shall be assumed by Buyer.

(b) Other Items. Such other items as are customarily prorated in transactions of the type contemplated in this Agreement shall be prorated and/or paid in accordance with local custom in the county in which the Property is located. All prorations shall be made pursuant to this Section 7.5 shall be made as of the Closing Date, using the actual number of days of the year and month which shall have elapsed as of and including the Closing Date.

7.6 Possession. Subject to the Permitted Exceptions and the Right of First Refusal, possession of the Property shall be delivered to Buyer at Closing.

8. Termination and Default.

8.1 Default by Seller. If any of Seller's representations and warranties contained herein shall not be true and correct in all material respects on the Effective Date or on the Closing Date, or if Seller shall have failed to perform in all material respects any of the covenants and agreements contained herein to be performed by Seller (including Seller's obligation to close), or if Seller is otherwise in default under this Agreement, then in any such event, Buyer may, in the event that such condition is not remedied within ten (10) days after written notice by Buyer to Seller, in its sole discretion, elect as Buyer's sole remedy, either to: (a) terminate Buyer's obligations under this Agreement by written notice to Seller with a copy to Escrow Agent, in which event the Earnest Money shall be returned immediately to Buyer; or (b) file an action for specific performance.

8.2 Default by Buyer. If Buyer defaults under this Agreement by failing to close as required by this Agreement, then, in the event that such condition is not remedied within ten (10) days after written notice by Seller to Buyer, then except for the right of Seller to pursue indemnities made by Buyer under this Agreement (including, without limitation, under Section 4.1 above), Seller's sole and exclusive remedy shall be to receive the Earnest Money, together with all interest thereon, from the Escrow Agent as full liquidated damages in full settlement of any claim for damages at law or in equity. Where liquidated damages are provided for herein, Seller and Buyer acknowledge the difficulty of determining actual damages, that it is impossible to more precisely estimate the damages upon default, that the payment of the Earnest Money is not intended as a penalty but as full liquidated damages and that the amount of such Earnest Money constitutes a good faith estimate of the potential damages arising from default.

9. Risk of Loss.

9.1 Damages Greater than \$30,000. If before Closing and delivery of the deed, the Property is damaged or destroyed by fire or other casualty and the estimated cost of repair, restoration or replacement is more than Thirty Thousand and No/100 Dollars (\$30,000.00), Buyer shall have the right (i) to terminate this Agreement by written notice to Seller in which event the

Earnest Money shall be returned to Buyer, or (ii) to advise Seller in writing that it elects to accept title to the Property in its damaged condition, in which case Seller shall assign and turn over to Buyer all insurance proceeds payable or paid as a consequence of such casualty. In the event Buyer elects the option described in clause (ii) of the preceding sentence, Seller shall fully cooperate with Buyer in the adjustment and settlement of all insurance claims.

9.2 Damages Less Than \$30,000. Any damage to the Property from fire or other casualty costing less than Thirty Thousand and No/100 Dollars (\$30,000.00) to repair, restore or replace shall be repaired, restored or replaced by Seller prior to the Closing Date if reasonably possible, or else Buyer shall accept title to the Property in its damaged condition, in which case Seller shall give Buyer a credit at Closing for the actual cost to repair, restore or replace the Property to the condition it was prior to the damage, which cost shall not exceed \$30,000.00.

10. Condemnation. If any portion of the Property is condemned or under or subject to condemnation proceedings or threatened to be condemned pursuant to a notice of taking by appropriate authority prior to the Closing Date, Seller shall promptly notify Buyer and Escrow Agent of such facts. If a material portion of the Property is subject to such condemnation or condemnation proceedings or condemnation threat, then by notice given by Buyer to Seller and Escrow Agent, within ten (10) business days following Seller's notice to Buyer, Buyer shall elect in writing to either (a) terminate this Agreement whereupon the Earnest Money shall be paid to Buyer and thereafter all rights, obligations and liabilities of the parties shall terminate, except for those set forth herein which expressly survive the termination of this Agreement, or (b) consent to purchase the Property subject to the condemnation and Buyer shall receive an assignment from Seller of all of Seller's rights in and to any condemnation award, whereupon this Agreement shall continue in full force and effect and any award or payment in lieu of condemnation received by Seller prior to the Closing shall be credited against the cash portion of the Purchase Price at Closing. For purposes of this Section, a "material" portion of the Property is defined to mean a portion of the Property having a fair market value of \$30,000 or more, or a portion which would adversely affect the use of any remaining portion of the Property for its intended purpose (including access and parking). If Buyer shall fail to give notice of its election to Seller within said ten (10) business day period, then Buyer shall be deemed to have elected alternative (a) above in this Section. Seller shall not settle any condemnation or eminent domain proceeding without Buyer's consent.

11. Brokers. Seller and Buyer each represents to the other that it has had no dealings, negotiations, or consultations with any broker, representative, employee, agent or other intermediary in connection with the sale of the. Seller and Buyer agree that each will indemnify, defend and hold the other free and harmless from the claims of any other broker, representative, employee, agent or other intermediary claiming to have represented Seller or Buyer, respectively, or otherwise to be entitled to compensation in connection with this Agreement or in connection with the sale of the Property. This mutual indemnity shall survive Closing and any termination of this Agreement.

12. Miscellaneous.

12.1 Notices. All notices and other communications required or permitted hereunder shall be in writing and shall be sufficiently made or given only when sent by (a) certified

mail, return receipt requested, (b) prepaid overnight commercial delivery service (such as FedEx, UPS or Airborne) with proof of delivery, or (c) electronic mail:

If to Seller:

City of Watertown, Wisconsin
P.O. Box 477
Watertown, WI 53094
Attention:
Email:

With a copy to:

Steven T. Chesebro, City Attorney
City of Watertown
P.O. Box 477
Watertown, WI 53094
Email: SChesebro@CityofWatertown.org

If to Buyer:

BASO Holdings LLC
450 East Horseshoe Road
P.O. Box 170
Watertown, WI 53094
Attention: Tyler Sopko
Email: tylersopko@baso.com

With a copy to:

Husch Blackwell LLP
511 North Broadway, Suite 1100
Milwaukee, WI 53202
Attention: Daniel W. Gentges, Esq.
Email: daniel.gentges@huschblackwell.com

If to Escrow Agent:

Wisconsin Title Service Co. Inc.
1716 Paramount Drive
Waukesha, WI 53186
Attention:
Email:

or to such other address as any party hereto shall designate by like notice given to the other parties hereto. All notices or other communications given or made as aforesaid shall be deemed to have been given and received on the date which is the earlier of: (i) actual receipt; (ii) the third (3rd) business day following the post marked date (affixed by the United States Postal Service), of the mailing thereof as aforesaid; (iii) one (1) business day following deposit thereof with an overnight commercial delivery service when sent by overnight commercial delivery service; or (iv) upon confirmation of receipt if sent by electronic mail.

12.2 Modification. Neither this Agreement nor any provision hereof may be modified or amended, except by an agreement in writing, executed and delivered by the party against whom enforcement of such modification or amendment is sought.

12.3 Successors, Assigns. This Agreement and all provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Buyer may assign this Agreement and its rights hereunder to an affiliate formed for the purpose of taking title to the Property.

12.4 Headings. The headings of the sections, subsections, paragraphs and subparagraphs of this Agreement are for purposes of convenience only and shall in no way affect the construction of any provision hereof.

12.5 Time of the Essence. Time is of the essence with respect to all times, dates and deadlines in this Agreement.

12.6 Severability. If any provision of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable under applicable law, then the remainder hereof and the application of such provision to persons, entities and circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby.

12.7 Litigation. In the event any litigation arises out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred in connection therewith including, without limitation, reasonable attorneys' fees and all costs of appeal including, without limitation, reasonable attorneys' fees incurred on appeal. This provision shall survive Closing or termination hereof.

12.8 Governing Law. This Agreement and all of the terms and provisions hereof and of the various instruments executed and delivered pursuant hereto shall be governed by the laws of the state in which the Property is located.

12.9 Counterparts; Signatures. This Agreement may be executed in multiple counterparts, all of which when taken together shall constitute one and the same instrument. Signatures on this Agreement transmitted by facsimile and/or electronic mail shall be deemed originals for all purposes.

12.10 Non-Waiver. No waiver of any rights or obligations hereunder shall be deemed to have occurred unless in writing signed by the party against whom such waiver is asserted and no waiver shall be deemed a waiver of any other or subsequent rights or obligations.

12.11 Construction. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Seller and Buyer have contributed substantially and materially to the preparation of this Agreement.

12.12 Entire Agreement. This Agreement, together with exhibits referenced herein, integrates and supersedes all other oral or written agreements and understandings of the parties and comprises the entire agreement among them with regard to the matters herein.

12.13 Option. In any case in which the Earnest Money is provided herein to be returned to Buyer, then nevertheless One Hundred and No/100 Dollars (\$100.00) thereof shall be

paid to or retained by Seller and deducted from the amount due Buyer, such One Hundred and No/100 Dollars (\$100.00) belonging to Seller in any and all events and shall in effect constitute option money, making this Agreement binding even if any conditions or provisions herein are entirely within the discretion or control of Buyer for any time period.

12.14 Right of First Refusal.

(a) At Closing, Buyer shall accept title to the Property subject to a right of first refusal in favor of Seller as hereinafter described, and otherwise in final form as mutually acceptable to Seller and Buyer. In the event: (a) Buyer does not commence construction of permanent improvements at the Property within twenty-four (24) months after the date of recording the deed to the Property; and (b) within said twenty-four (24) month period, Buyer attempts to sell, convey, transfer, assign or lease the Property to any party other than an affiliate of Buyer or to any party other than to a simultaneous third party purchaser of Buyer's property located immediately to the north of the Property and having the street address 450 East Horseshoe Road in the City of Watertown ("Buyer's Existing Property"), then Seller shall have a right of first refusal to re-acquire the Property in an amount equal to the Purchase Price set forth herein (the "Right of First Refusal"). The foregoing Right of First Refusal may be exercised by Seller upon providing Buyer with written notice of Seller's exercise at Buyer's primary business address. Any such notice of exercise shall be provided to Buyer by Seller at least fifteen (15) days prior to the date Seller desires to re-acquire title to the Property. Notwithstanding the foregoing, the Right of First Refusal will terminate automatically and be extinguished upon the earlier to occur of (x) Buyer's commencement of construction of permanent improvements at the Property or (y) 11:59 p.m. on the last day of the twenty-four (24) month period described above, without further need of a conveyance of termination or any other instrument from Seller.

(b) Notwithstanding the foregoing Right of First Refusal in favor of Seller, Buyer shall not be under any obligation, covenant or undertaking in favor of Seller to develop the Property, construct improvements upon the Property, conduct business operations from the Property and/or hire new employees for Buyer's business operations at the Property or at Buyer's Existing Property. Seller's sole remedy with respect to Buyer's future development and use of the Property is the Right of First Refusal.

(c) The agreements, undertakings and understandings set forth in or otherwise contemplated by this Section 12.14 shall survive Closing.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Seller and Buyer execute and deliver this Agreement as of the dates set forth below.

SELLER:

CITY OF WATERTOWN, WISCONSIN

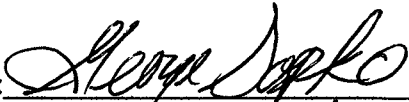
By: _____
Name: _____
Title: Mayor

By: _____
Name: _____
Title: Clerk

Dated: December ____, 2022

BUYER:

BASO HOLDINGS LLC

By: 
Name: GEORGE SOPKO
Title: OWNER / PRESIDENT

Dated: December ____, 2022

EXHIBIT A
TO
PURCHASE AND SALE AGREEMENT

Depiction of the Property

