



## FINANCE COMMITTEE MEETING AGENDA

MONDAY, MARCH 23, 2026 AT 5:30 PM

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

### 1. CALL TO ORDER

### 2. REVIEW AND APPROVE MINUTES

A. Finance Committee minutes from March 9, 2026

### 3. OPENING FOR PUBLIC COMMENT

*Each individual who would like to address the Committee will be permitted up to three minutes for their comments on agenda items only*

### 4. BUSINESS

A. Enter into Closed Session: 19.85(1)(c): "(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility" (A.C)

B. Reconvene into open session

C. Review and take action: Fire Department Deputy Chief

D. Review and take action: Fire Department Engine Replacement

E. Review and take action: Tornado Siren Capital Replacement

F. Review and take action: Zoll Capital Purchase

G. Review and take possible action: Recommend acceptance of \$1,255,000 in excess Water Utility funds to establish and fund the Private Lead Service Financial Assistance Project Fund for private-side lead service line replacement assistance as authorized under Wis. Stat. § 66.0811(2) and (3)

H. Review and take action: Approve Dodge County Grant Agreement for Wilbur Street Extension

I. Review and take possible action: Recommend resolution to support Urban Nonpoint Source and Storm Water Grant Funding for Street Sweeper Purchase

J. Review and take possible action: Recommend resolution to support participation in Community Project Funding program for study and design of Municipal Airport runway construction projects

K. Review and take possible action: 1514 Oconomowoc Avenue Lease Agreement

L. Review and take action: Addendum to Memorandum of Understanding between the City of Watertown and the Watertown Main Street Program

### 5. ADJOURNMENT

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

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



**FINANCE COMMITTEE MEETING MINUTES**

**MONDAY, MARCH 09, 2026, AT 5:30 PM**

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

Finance Committee members present: Mayor Stocks, Alderpersons Berg, Davis, Lampe, Smith

Others present: Finance Director Stevens, Ali Panagopoulos

1. Mayor Stocks called the meeting to order at 5:35 p.m.
2. The Finance Committee minutes from February 23 were presented. Ald. Berg moved, seconded by Ald. Davis, to approve. Unanimously approved.
3. Correction in minutes of February 23, 2026 meeting: As noted in the March 17 Common Council meeting, Ald. Berg was not listed as present but was present.
4. Mayor Stocks requested a budget modification for Economic Development [60] to allow an increase in hours for the Economic Development Coordinator. The original request was to expend General Fund [01] Contingency. Ald. Berg moved to approve the request, seconded by Ald. Smith. Ald. Davis moved, seconded by Ald. Smith, to modify the request to instead allow the Economic Development fund balance to be used for this additional expense. Amendment approved unanimously. The original motion was also approved unanimously.
5. A recommended ordinance to amend Section 76-8 (Budget System) and repeal Section 76-10 (Service Charge for Tax Exempt Residences) was presented. As part of discussion, it was noted that the incorporation of a Council of the Whole meeting ahead of the council meeting with public hearing will be a beneficial addition to the budget timeline. Ald. Davis moved to approve the recommended ordinance to Council, supported by Ald. Berg, and unanimously approved.
6. Jeff Baum (Wisconsin Aviation) was presented to explain that, although our airport runway has 5,008 feet of pavement, it's certified at a 4,463-foot length, limiting the size of planes allowed to land. He requested the use of up to \$60,000 from the airport capital reserve account [05-54-53-70] to apply for a federal grant from a program called General Aviation Extension Project. Reconstruction projects are usually funded 90% federal, 5% state, and 5% locally. Depending on the results, this sum might be refunded up to the full amount, but that is not guaranteed. Ald. Davis moved to approved, seconded by Ald. Berg, and unanimously approved.
7. Mr. Stevens provided the insurance claims loss runs occurring in 2024-present as requested to be provided annually.
8. Ald. Davis, seconded by Ald. Lampe, moved to adjourn the Finance Committee at 6:10 p.m., and was carried by unanimous voice vote.

Respectfully submitted,

Mark Stevens, Finance Director

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

# MEMO

## Fire Department

To: Council Members

From: Fire Chief Tanya Reynen

Date: 3/11/2026

Subject: Capital Replacement of Fire Department Engine

### Background

The Watertown Fire Department requests approval to begin the replacement process for one fire engine as part of the department's long-term apparatus replacement plan. Several engines in our fleet are approaching or exceeding their recommended service life. Our primary engine is scheduled to move to second-out status in 2027, while our current reserve engine is already 29 years old and well beyond the recommended operational lifespan.

Fire apparatus manufacturing timelines remain significantly long cross the industry. Current build times are approaching three years from order to delivery. Ordering now secures a position in the production schedule and helps ensure the department maintains a reliable apparatus fleet as older engines transition out of frontline service. Similar to the department's recent ladder truck and ambulance purchases, the apparatus will not be delivered for several years after the order is placed. Payment is not required until delivery.

Beginning the ordering process now also protects the City from further cost escalation. Fire apparatus pricing has increased significantly in recent years due to supply chain challenges, material costs, and manufacturing demand. Securing a production slot today helps stabilize long-term capital planning and reduces the likelihood of higher replacement costs if the purchase is delayed several more years.

The fire engine serves as one of the department's primary response units and is routinely the first apparatus deployed for emergency incidents. It functions as the primary platform for fire suppression while also carrying the equipment necessary for rescue operations, patient access, stabilization, and extrication. The engine supports a wide range of incidents including structure fires, rescue operations, and emergency medical responses.

Beyond fire suppression, the engine plays a direct role in firefighter safety by enabling rapid deployment of hose lines, ground ladders, and scene support equipment that allow crews to operate safely and maintain reliable egress during structure fires, including incidents involving multi-story buildings. Fire engines are mission-critical infrastructure for emergency response,

and their reliability directly impacts firefighter safety and the protection of lives and property in our community.

The department maintains a responsible apparatus replacement plan in which engines typically serve approximately 10 years as a frontline apparatus and an additional 15 years as a second-out or reserve unit. Our reserve engine has reached the end of its service life as defined by NFPA 1911: Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Emergency Vehicles. According to NFPA guidance, apparatus should be evaluated for replacement when approaching 15 years of frontline service.

Currently, the department's reserve engine has been in service since 1996 and is now 29 years old. The second-out engine is 22 years old, and the primary engine is 9 years old (12 by the time we take delivery). As these vehicles continue to age, the department has experienced increased maintenance costs and growing difficulty obtaining replacement parts. In several cases, mechanics have had to fabricate parts because they are no longer manufactured. This results in longer out-of-service times, higher maintenance costs, and increased risk of mechanical failure during emergency response.

Delaying the replacement process risks creating a gap in the apparatus replacement schedule that could leave the department relying on aging vehicles with declining reliability and rising maintenance costs.

To ensure a responsible and informed recommendation, a department apparatus committee conducted a comprehensive evaluation of replacement options. This process included:

- Visiting multiple fire apparatus manufacturing facilities to evaluate build quality, safety features, and current technological advancements.
- Visiting a certified service center to evaluate maintenance capabilities and manufacturer support following delivery.
- Consulting with fire departments currently operating similar apparatus to gather feedback regarding reliability, operational performance, and long-term maintenance experience.

Following this evaluation, the committee has recommended proceeding with Emergency One as the preferred manufacturer through a Sourcewell cooperative purchasing contract.

## Budget Goal

Maintains a safe and healthy community, with an eye toward future needs and trends



# MEMO

## Financial Impact

The projected impact on the capital improvement budget is \$1,700,000.00, which includes the purchase of the vehicle, expanded warranty coverage to minimize future maintenance costs, and required emergency response equipment for the vehicle.

## Recommendation

The Watertown Fire Department respectfully requests that the Finance Committee approve the process of ordering a replacement engine. Approval of this request is essential to maintaining a safe, effective emergency response fleet while proactively managing financial resources. The safety of our firefighters and our community depends on having reliable, mission-ready equipment.

March 02, 2025

Watertown Fire Department  
621 Bernard St.  
Watertown, WI 53094

Dear Watertown Fire Department:

We are pleased to present our proposal for purchasing (1) E-One Cyclone Pumper as detailed in specifications 149178. Payment for the truck is due on completion at the REV production facility. Based on the current lead time of the truck, the estimated delivery to the dealership time is 1080 days. This proposal is valid for 30 calendar days.

- E-One Cyclone Pumper spec. 149178 dated 3/2/2026
- Pre-build trip to Ocala, FL, for three department members
- Final inspection trip to E-One factory, for three department members
- Performance Bond - Optional
- Pre-delivery inspection by Fire Service Inc.
- Delivery to Watertown, WI
- Up to three days of training at your facility
- Various extended warranties & Financing options upon request
- Sourcwell Contract 082025-RVG

The price for this unit, as specified at vehicle completion, is:

**\$1,353,513**

The price for this unit, as specified with a **100% Prepayment Rebate** (1050 Days), would be approximately (Includes \$5,405 Performance Bond):

**\$1,358,918**

Pre-Payment Rebate Available. 100% Prepayment will receive \$167.48 per day for the number of days money is held at E-One.

**Approximate rebate projected if pre-paid 100% is \$175,850**

Thank you for your interest in Fire Service, Inc., and E-One for this purchase consideration.

Sincerely,

*Nathaniel L Heise*

WI Sales Manager- Fire Service Inc.

Fire Service, Inc. Locations:

9545 N. Industrial Dr.  
St. John, IN 46373

1719 S. Franklin Rd.  
Indianapolis, IN 46239

105 S. Industrial Drive  
Lake Mills, WI 53551

1743 Quincy Avenue  
Naperville, IL 60540

1805 High Grove Ln.  
Naperville, IL 60540



**SALES CONTRACT**

This agreement is made by and between **FIRE SERVICE, INC** (Company) and (Buyer)

City of Watertown

\_\_\_\_\_  
(Legal Name of Buyer)

621 Bernard St. Watertown, WI 53094

\_\_\_\_\_  
(Address, City, State, Zip Code)

1. **ACCEPTANCE:** The “Company” agrees to sell, and the “Buyer” agrees to purchase the apparatus and equipment described in the E-One specifications as an Cyclone Pumper and made part of this contract, in accordance with the terms and conditions listed on contract pages 1-5.

2. **DELIVERY:** The apparatus shall be ready for delivery on or about 1080 days after the receipt of signed (approved by both The Company and The Buyer) pre-construction documents and drawings. The Company cannot be held liable for penalties and / or delays due to strikes, failures to obtain materials, fires, accidents, force majeure, pandemics, civil wars, riots, delays in manufacturing due to long lead times on materials, delays in manufacturing due to labor shortages, floods, explosions, hurricanes, or any other causes beyond the Company’s control. Based upon proposal dated 01/28/2026.



In order to establish a stable design, procurement, and build schedule, a Buyer change order cutoff date of eight (8) Days from the date of the execution of the contract will be enforced. Changes in major components, configuration, or other items that may change the major components or configuration, (e.g.: engine, transmission, axles, water tank, body, fire pump) will not be allowed after the contract execution date.

If inability to obtain exclusive or brand name materials causes completion or delivery problems, the Company shall advise the Buyer of said problem. The Company resolves to examine alternative sources of said material. Material substitutions shall be mutually agreed upon by the Buyer and the Company. No substitutions shall be made without the execution of a written change order by the Buyer.

3. **CHANGE ORDERS:** Changes to the contract may be requested by the Buyer after the execution of the contract according to Section 2 of this document. Any change orders will delay production time. Changes shall be reviewed for cost and schedule impact by the Company. Changes shall be sequentially numbered and are not considered approved until a change order from both parties is signed. Change Orders shall be prepared by the Company and executed by the Buyer. The price of the apparatus shall be adjusted to take into account any Change Orders. **Any and all Change Orders will extend the completion and delivery of the apparatus.**

4. **SPECIFICATIONS:** The Company agrees that all materials, workmanship, and warranties in and about this apparatus shall comply with the attached Fire Service, Inc. Proposal / E-One Quote # 149178 dated 03/02/2026.

5. **WARRANTY:** The Warranties in and about this apparatus shall comply with the hereto attached Fire Service, Inc. Proposal / E-One Quote # 149178 dated 03/02/2026

6. **PRICE:** The Buyer shall pay, as a purchase price for the apparatus, the sum of \$1,353,513. All prices are less applicable local, state, or federal taxes which may be applied to the apparatus proposed.

7. **TERMS OF PAYMENT:**



- a) Terms **of payment:** The above amount is due, in full, at the time of apparatus completion and inspection of the vehicle at the apparatus manufacturing facility.

The purchase price payment reflects US dollars and does not include any authorized change orders which, if applicable, shall be paid at the time of final inspection and signed acceptance by both the buyer and seller.

- b) Trade-In: If a trade-in is applicable to this transaction, please refer to addendum "A" in this contract.
  - c) No payment of any amount shall be made payable to a sales representative without written approval from the company.
  - d) "Late Payment" A late fee of .025% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .050% per day until the payment is received.
  - e) It is agreed that the apparatus and equipment covered by this contract shall remain the property of the Company and not be placed in service until the entire contract price has been paid.
  - f) A copy of the Buyer's tax-exempt certificate, if applicable, shall be submitted with this signed contract.
  - g) A Fire Service, Inc. Title Information form attached, properly filled out, and submitted with this contract.
8. **FIRE SERVICE, INC** requires, and the Customer agrees, that the unit shall be inspected and / or delivered within seven (7) days of notice that the unit has been received at the dealership. No add-ons will



be completed at the dealership without a customer inspection and payment of vehicle before the agreed upon add-ons are to be started by Fire Service, Inc.

9. **CANCELLATION:** In the event this Agreement is cancelled or terminated by the buyer before completion there will be a cancellation fee charged to the buyer. The following charge schedule based on costs incurred will be applied (a) 10% of the Purchase Price after the order is accepted and entered by Fire Service, Inc. (b) 20% of the purchase price after signed drawings from Pre-Construction, and (c) 30% of the Purchase Price after material requisition. Once the vehicle is in production there will be no cancellation allowed.

This contract, to be binding, must be signed by an officer of **Fire Service, Inc** or a person authorized, in writing, by **Fire Service, Inc.** to do so.

10. **TAG-ON / ADDITIONAL ORDERS:** The Company, at its sole discretion, would allow the terms of this contract to be extend both in terms to the Buyer as well as to other entities for similar unit(s) for a time of 24 months after this contract is signed by both parties. To accommodate for pricing, the Company would quote the original prices plus manufacturers' price increases or Producer's Price Index (PPI) as it applies to either Fire Apparatus and/or heavy commercial truck market. After execution of this contract, which ever PPI or the Manufacturer's price increase is greater will be used. Additionally, any regulatory changes (NFPA, EPA/Engine Emissions, FMVSS, etc.) would also have to be added as they become applicable. Change orders changing these units from the original quotation would need to be authorized, signed, and accepted as normal. Any entity using the tag-on process would be required to sign a new contract commencing the relationship. If the purchasing agency is not the BUYER, a separate contract will be required to complete the additional purchases. Additionally, any new tag-on order would require a separate Performance bond if initially required by the purchaser.

This contract, including its appendices, embodies the entire understanding between the parties relating to the subject matter contained herein and merges all prior discussions and agreements between them. No agent or representative of the Company has the authority to make any representations, statements, warranties, or agreements not herein expressed and all modifications of amendments of this agreement,



including any appendices, must be in writing signed by an authorized representative of each of the parties hereto.

No surety of any performance bond given by the Company to the Buyer in connection with this Agreement shall be liable for any obligation of the Company arising under the Standard Warranty.

11. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effort to principles of conflict of laws. The buyer and Company irrevocably and unconditionally agree that any suit, action, or other legal proceeding arising out of or relating to this agreement shall be brought in a court of record of the State of Wisconsin.

IN WITNESS WHEREOF, the Buyer and the Company have caused this contract to be executed by their duly authorized representatives this day \_\_\_\_\_

COMPANY	BUYER
---------	-------

**Fire Service, Inc.**  
**9545 North Industrial Drive**  
**Saint John, Indiana 46373**  
**219-365-7157 Phone**  
**219-365-8572 Fax**

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**RESOLUTION TO  
AUTHORIZE THE PURCHASE OF ONE E-ONE CYCLONE PUMPER  
FIRE ENGINE FROM FIRE SERVICE INC**

**SPONSOR: MAYOR STOCKS  
FROM: FINANCE COMMITTEE**

**WHEREAS**, the Watertown Fire Department maintains a long-term apparatus replacement plan to ensure reliable emergency response vehicles are available for fire suppression, rescue, and emergency medical incidents; and,

**WHEREAS**, the Department’s current reserve engine has been in service since 1996 and is 29 years old, while other engines in the fleet are also approaching or exceeding recommended service life, creating increased maintenance costs, parts availability issues, and operational risk; and,

**WHEREAS**, current fire apparatus manufacturing lead times are approaching approximately 1,080 days, making it necessary to place an order now in order to maintain the City’s apparatus replacement schedule for delivery in 2029 and avoid further pricing escalation; and,

**WHEREAS**, the Watertown Fire Department apparatus committee evaluated replacement options and recommends the purchase of one E-One Cyclone Pumper from Fire Service, Inc. through Sourcewell Contract 082025-RVG in an amount not to exceed \$1,353,513, subject to final contract review and approval as to form; and

**WHEREAS**, there is no financial commitment required at the time of ordering, and payment will not be due until the vehicle is completed and inspected at the apparatus manufacturing facility, allowing the City to budget accordingly; and

**WHEREAS**, delaying the order could result in increased costs due to material shortages, labor costs and supply chain constraints, potentially impacting the Department’s operational readiness and fiscal planning.

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

That authorization be provided to the proper City officials to execute all documents necessary to order one E-One Cyclone Pumper fire engine from Fire Service, Inc. through Sourcewell Contract 082025-RVG in an amount not to exceed \$1,353,513. It shall be a condition of the commitment that no payments are to be made prior to completion and inspection of the fire engine in 2029 at the apparatus manufacturing facility, and the City retains the ability to cancel the order, subject to the penalty provisions contained within the Agreement.

That this Resolution shall be in full force and effect upon its passage and adoption.

	YES	NO
DAVIS		

ADOPTED Type meeting date

LAMPE		
BERG		
BARTZ		
BLANKE		
SMITH		
ARNETT		
WETZEL		
MOLDENHAUER		
MAYOR STOCKS		
TOTAL		

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

APPROVED Type meeting date

\_\_\_\_\_  
MAYOR

## MEMO

TO: Finance  
FROM: Fire Chief Reynen  
DATE: March 15, 2026  
RE: Tornado Siren Replacement

### Background

The City's outdoor warning system currently consists of eight matching tornado sirens operating on the same make, model, and control platform, along with one outdated siren scheduled for replacement this year. All existing units are maintained and supported by Emergency Communication Systems (ECS), allowing the City to maintain a standardized system with consistent service and maintenance practices.

Multiple vendors were contacted in accordance with City purchasing policy. While one vendor submitted a lower initial purchase and installation quote, their proposal would introduce a different manufacturer and service model that is not compatible with the City's existing system.

Maintaining a standardized warning system is important for operational reliability and efficient maintenance. Introducing a different manufacturer would require the City to manage separate equipment platforms, service processes, and parts inventories, creating additional maintenance complexity over the life of the system.

Additionally, the alternative vendor, American Signal Corporation (ASC), is not a certified service provider in this region. If parts replacement or repairs are needed, ASC must purchase those components through Emergency Communication Systems, which is the only certified service provider locally. This additional layer can increase repair costs and delay service when maintenance is required.

For a critical life-safety system such as the City's outdoor tornado warning network, maintaining system compatibility and certified service support remains an important operational consideration.

### Financial Impact

The cost for the tornado siren, pole, batteries, and installation is quoted at \$27,950, which is included in the 2026 Capital Improvement budget.

While the quote from American Signal Corporation (ASC) appears lower initially, it is not an equivalent model of siren head. The installation quote does not include the cost to replace an aging pole that needs to be replaced.

ECS Siren Head, Antenna, radio connection and freight: \$17,875.00  
ASC Siren Head (different brand), radio connection and freight: \$16,070  
Difference of + \$1,805 for matching siren purchase.

ECS Install: \$6,575.00  
Pole Replacement \$3,500  
ASC Siren Head install: \$7,272.00  
No Pole Replacement option

The City is also currently under contract with ECS through 2030, which supports maintaining a consistent service model across the entire siren system. ASC is not a certified regional provider, replacement parts and certain repairs must still be obtained through Emergency Communication Systems, creating additional coordination and potentially higher repair costs.

The City currently contracts with Emergency Communication Systems (ECS) for annual siren maintenance at \$475 per siren, totaling \$4,275 annually for the City's system. The ECS service model includes annual inspection of siren heads and direct manufacturer-certified support. ASC services and inspects siren heads every other year rather than annually, which reduces routine inspection and increases the potential for issues to go undetected between service intervals.

Battery replacement remains a predictable maintenance expense regardless of vendor. Batteries typically require replacement every five years, with each siren requiring four batteries at approximately \$135 each. In 2026, eight batteries are scheduled for replacement due to end of life. After that cycle, the City expects approximately four batteries per year through 2030 unless premature failures occur.

Additionally, Dodge County Emergency Management utilizes and recommends Emergency Communication Systems for tornado siren service based on their evaluation of regional vendors. Maintaining the same service provider supports coordination with county emergency management partners and ensures the City's warning system remains supported by an experienced and established vendor.

Given the life-safety function of the outdoor warning system, maintaining certified service support, system compatibility, and consistent maintenance practices represents the most reliable long-term approach for the City.

## Recommendation

It is recommended that the Finance Committee approve the purchase and installation of the replacement tornado siren from Emergency Communication Systems. Selecting this vendor will allow the City to:

- Maintain a fully standardized siren system across all locations
- Ensure certified service and maintenance support
- Avoid introducing a non-compatible one-off siren into the network
- Maintain consistent maintenance practices and predictable lifecycle costs
- Align with the vendor currently utilized and recommended by Dodge County Emergency Management

Approval of this purchase will allow the Fire Department to continue maintaining a reliable and consistent outdoor warning system for the community.



2645 Federal Signal Drive  
University Park, Illinois 60484-0975  
800.548.7229  
alertnotification.com

**Contact Name:** Tanya Reynen  
**Customer:** Watertown  
**Address:** 106 Jones St  
**City:** Watertown  
**Country:** USA  
**Office Phone:**

**State:** WI

**Zip:** 53094  
**E-mail:** [Treynen@watertownwi.gov](mailto:Treynen@watertownwi.gov)  
**Mobile Phone:** 920-285-1827

**Quotation No.:** ANS  
**40425142441**  
**Reference quote no. on your order**

Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices below. Delivery schedule cannot be established until radio information is supplied, if applicable.

April 4, 2025

Item No.	Qty.	Federal Model/ Part No.	Description	Unit Price	Total
1			<b>Project Name</b>		
2			<b>Command and Control</b>		
3					
4					
5					
6					
7					
8			<b>Equipment</b>		
9	1	2001-130	ELECTRO-MECHANICAL ROTATING SIREN, 130 DB(C) 800HZ	\$10,072.00	\$10,072.00
10	1	DCFCBH	CNTL, DC, ONE-WAY, HIGH BAND	\$6,679.00	\$6,679.00
11	1	RP164	ANT,GROUNDING PLANE	\$194.00	\$194.00
12	1	AMB-RP164	ANTENNA MOUNTING BRACKET FOR RP164 POLE OR WALL	\$78.00	\$78.00
13					
14					
15					
16					
17					
18			<b>Services/Installation</b>		
19					
20					
21					
22					
			<b>Freight</b>		
23	1	Freight1	INLAND FREIGHT	\$852.00	\$852.00
<b>Total Weight:</b>				<b>Total:</b>	<b>\$17,875.00</b>

Prices are firm for 90 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds \$50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Safety & Security Systems Group, Federal Signal Corporation. Installation is not included unless specifically quoted as a line item above. Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment. Trenching is additional. Power Clause, bringing power to the equipment is the responsibility of the purchaser. Permit Clause, any special permits, licenses or fees will be additional. See attached

**Delivery:** 8-10 Weeks  
**Freight Terms:** FOB - University Park, IL (Factory)  
**Terms:** Equipment - Net 30 Days upon Shipment  
Services - Net 30 Days, as completed

**Proposed By:** Bill Van Dyn Hoven  
**Company:** Emergency Communication Systems  
**Address:** 1750 Hamilton Ct  
**City,State, Zip:** Little Chute, WI 54140  
**Country:** USA  
**Work Phone:** 920-585-4001  
**Fax:**  
**Approved By:** Bill Van Dyn Hoven

William Van Dyn Hoven  
Signature:

**Purchase order MUST be made out to:**  
Federal Signal Corporation, Alerting & Notification Systems, 2645 Federal Signal Drive, University Park, IL 60484

**SHIPPING ADDRESS**

**Contact Name:** Bill Van Dyn Hoven



2645 Federal Signal Drive  
University Park, Illinois 60484-0975  
800.548.7229  
alertnotification.com

**Contact Name:** Tanya Reynen  
**Customer:** Watertown  
**Address:** 106 Jones St  
**City:** Watertown **State:** WI **Zip:** 53094  
**Country:** USA **E-mail:** [Treynen@watertownwi.gov](mailto:Treynen@watertownwi.gov)  
**Office Phone:** **Mobile Phone:** 920-285-1827

**Quotation No.:** ANS  
**40425142441**  
Reference quote no. on your order

Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices below.  
Delivery schedule cannot be established until radio information is supplied, if applicable.

April 4, 2025

**Customer:** Emergency Communicaiton Systems  
**Address:** 1750 Hamilton Ct  
**City:** Little Chute **State:** WI  
**Country:** USA **Zip:** 54140  
**Phone:** 920-585-4001

**Accepted By:** \_\_\_\_\_  
Signature:  
\_\_\_\_\_  
Title:



**Emergency Communication**

Section 4, Item E.

1750 Hamilton Court  
 Little Chute, WI 54140  
 (920) 585-4001  
 Bill@Siren-Service.com  
 www.emergencycommunicationsystems-ecs.com

**Estimate**

ADDRESS

Watertown  
 106 Jones St.  
 Watertown, WI 53094

ESTIMATE

6218

DATE

04/04/2025

DESCRIPTION

QTY

RATE

AMOUNT

<p>Install (1) Federal Signal Siren per Federal Signal installation specifications at site approved by the City          - Furnish and install 4 batteries as recommended by Federal Signal battery specifications          - Furnish and install electrical accessories for 120 vAC operation of sirens          - Coordinate diggers hotline at siren sites          - Program, Test and Optimize System</p>	<p>1</p>	<p>6,575.00</p>	<p>6,575.00</p>
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<p>Recommended but optional:          Pole replacement</p>	<p>1</p>	<p>3,500.00</p>	<p>3,500.00</p>
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- Remove and dispose of old pole
- Furnish and install new class 2 50' wood pole
- Furnish and install overhead service

City/Village/Township is responsible for electrical utility cost (if any) for connecting the utility power or commercial power to the electrical disconnect installed by ECS at the pole, unless otherwise negotiated.

The following rock clause will apply: In the event that rock or any other obstructions are encountered while digging, work at the site will be discontinued until the City/Village/Township can offer an alternate site that will not require unexpected expenses to Emergency Communication Systems such as the cost of rock removal. Adverse Site Conditions: including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$340.00 per hour fee, plus equipment. Trenching is additional.

Power Clause: bringing power to the equipment is the responsibility of the purchaser.

Permit Clause: any special permits, licenses or fees will be additional.

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SUBTOTAL	10,075.00
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TOTAL	<b>\$10,075.00</b>
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Accepted By

Section 4, Item E.

Accepted Date

## MEMO

TO: Finance  
FROM: Fire Chief Reynen  
DATE: March 16, 2026  
RE: Zoll Monitor Replacement

### Background

The Watertown Fire Department utilizes cardiac monitor/defibrillators on nearly every emergency medical response. These monitors allow paramedics to assess heart rhythms, perform defibrillation, provide pacing, and monitor critical patient data during treatment and transport. They are one of the most essential pieces of equipment carried on our ambulances.

The department's oldest frontline cardiac monitor has been in service since 2013 and is now 13 years old. Industry guidance and manufacturer recommendations place the expected service life of cardiac monitors at approximately 8–10 years. As equipment ages beyond that window, reliability decreases and repair costs increase while replacement parts become more difficult to obtain.

To ensure reliable patient care and maintain operational readiness, the department obtained quotes for replacement monitors. Both the Zoll and Lifepack monitor platforms were explored. While both products meet clinical standards, the Zoll system provided a more cost-effective option and includes a five-year service plan as part of the purchase. The Lifepack option was quoted at a higher cost and did not include service coverage within the price provided.

Replacing this monitor now ensures the department maintains dependable EMS equipment while avoiding increasing maintenance costs and potential service interruptions associated with aging medical devices that are exceeding recommended lifespan.

### Financial Impact

The attached quote from Zoll Medical Corporation outlines the cost for the replacement cardiac monitor system. The total cost for the equipment and accessories is \$54,358.34.

While cardiac monitors represent a significant capital purchase, they are mission-critical equipment used daily by paramedics.

### Recommendation

The Fire Department recommends approval of the purchase of the Zoll X Series cardiac monitor/defibrillator as outlined in the attached quote.

This purchase will replace the department's oldest cardiac monitor, which has exceeded its recommended service life, and ensure paramedics have reliable equipment to assess and treat cardiac emergencies. The Zoll system provides the required clinical capabilities and was the most cost-effective option when compared to other monitors evaluated.

Approving this purchase allows the department to responsibly replace aging medical equipment and continue providing dependable emergency medical care to the residents of Watertown.



260 Hill Road  
 Chelmsford, MA 01824-4105  
 Federal ID# 04-2711626  
 Phone: (800) 348-9011  
 Fax: (978) 421-0015  
 Email: esales@zoll.com

Quote No: Q-125763 Version: 1

Watertown Fire Department  
 106 Jones St  
 Watertown, WI 53094

ZOLL Customer No: 153825

Tanya Reynen  
 (920) 261-3610  
 treynen@watertownwi.gov

Quote No: Q-125763  
 Version: 1

Issued Date: January 5, 2026  
 Expiration Date: March 20, 2026

Terms: Net due in 30 days

FOB:  
 Freight:

Prepared by: Daniel Brehm  
 EMS Territory Manager  
 dbrehm@zoll.com  
 (262) 312-8868

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1	CH-19732	601-2231011-01	<p><b>X Series Monitor/Defibrillator - 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, EtCO2, CPR Expansion Pack</b></p> <p>Includes: 4 trace tri-mode display monitor/ defibrillator/ printer, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5in ( 16.5cm) diagonal screen.            Accessories Included: MFC cable and CPR connector, A/C power cord, One (1) roll printer paper, 6.6 Ah Li-ion battery, Carry case, Operator Manual, Quick Reference Guide, and One (1)-year EMS warranty.</p> <p>Parameter Details: Real CPR Help - Dashboard display of CPR Depth and Rate for Adult and Pediatric patients, Visual and audio prompts to coach CPR depth (Adult patient only), Release bar to ensure adequate release off the chest, Metronome to coach rate for Adult and Pediatric patients. See-Thru ® CPR artifact filtering • Interpretative 12-Lead ECG (Full 12 ECG lead view with both dynamic and static 12-lead mode display. 12-Lead OneStep ECG cable - includes 4-Lead limb lead cable and removable precordial 6-Lead set) • ZOLL Noninvasive Pacing Technology • Welch Allyn NIBP with Smartcuff. 10 foot Dual Lumen hose and SureBP Reusable Adult Medium Cuff • Masimo SpO2 &amp; SpCO with Signal Extraction Technology (SET), Rainbow SET® • EtCO2 Oridion Microstream Technology. Microstream tubing set sold separately •</p>	1	\$52,466.00	\$41,769.16	\$41,769.16
2	CH-19732	REUSE-12-2MQ	<b>Welch Allyn REUSE-12-2MQ Cuff, Lg Adult, 2-Tube, Twist Lock connector</b>	1	\$42.00	\$37.80	\$37.80
3	CH-19732	REUSE-10-2MQ	<b>Welch Allyn REUSE-10-2MQ Cuff, Small Adult, 2-Tube, Twist Lock connector</b>	1	\$36.00	\$32.40	\$32.40



269 Mill Road  
Chelmsford, MA 01824-4105  
Federal ID# 04-2711626

Phone: (800) 348-9011  
Fax: (978) 421-0015  
Email: esales@zoll.com

Watertown Fire Department  
Quote No: Q-125763 Version: 1

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
4	CH-19732	REUSE-09-2MQ	Welch Allyn REUSE-09-2MQ Cuff, Child, 2-Tube, Twist Lock connector	1	\$35.00	\$31.50	\$31.50
5	CH-19732	8000-000151	RD Rainbow SET MD20-04 EMS Patient Cable, 4ft	1	\$259.00	\$256.66	\$256.66
6	CH-19732	8000-000862	Masimo LNCS-II Rainbow DCI 8λ SpCO Adult Sensor, 3ft	1	\$900.00	\$810.00	\$810.00
7	CH-19732	8000-0580-01	Six Hour Rechargeable, SurePower II Smart Battery	1	\$1,031.00	\$820.82	\$820.82
8		8778-89055-WF	<b>Professional Defibrillators/Monitors - Worry-Free Service Plan - 5 Years On-Site At Time of Sale</b>  Includes: Annual preventive maintenance, discount on parameter upgrades, SurePower II Battery replacement upon failure, and accidental damage (see below) coverage. Shipping and use of a Service Loaner during repairs, no charge shipping. Extended warranty is a continuation of the One Year Product Limited Warranty.    Battery replacement and accidental damage guidelines can be found in the ExpertCare Service Plan Terms and Conditions on the ZOLL website.	1	\$10,600.00	\$10,600.00	\$10,600.00

Subtotal: \$54,358.34

**Total: \$54,358.34**

Contract Reference	Description
CH-19732	Reflects Public Safety Association Inc PSAI 2024-06 contract Pricing. Notwithstanding anything to the contrary herein, the terms and conditions set forth in Public Safety Association Inc PSAI Buying Group Contract No. 2024-06 shall apply to the customer's purchase of the products set forth on this quote.

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <https://www.zoll.com/terms-and-conditions-of-sale>, for software products can be found at <https://www.zoll.com/software-legal>, and for ExpertCare Service Plans can be found at <https://www.zoll.com/ExpertCare-Service-Terms>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. Delivery will be made upon availability.
2. This Quote expires on March 20, 2026. Pricing is subject to change after this date.
3. Applicable tax, shipping & handling will be added at the time of invoicing.
4. All purchase orders are subject to credit approval before being accepted by ZOLL.
5. To place an order, please forward the purchase order with a copy of this quotation to [esales@zoll.com](mailto:esales@zoll.com) or via fax to 978-421-0015.
6. All discounts from list price are contingent upon payment within the agreed upon terms.
7. Place your future accessory orders online by visiting the ZOLL web store.



269 Mill Road  
Chelmsford, MA 01824-4105  
Federal ID# 04-2711626

Phone: (800) 348-9011  
Fax: (978) 421-0015  
Email: esales@zoll.com

Watertown Fire Department  
Quote No: Q-125763 Version: 1

**Order Information (to be completed by the customer)**

Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)

Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

Yes      PO Number: \_\_\_\_\_      PO Amount: \_\_\_\_\_  
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)

No      (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

**Watertown Fire Department**  
Authorized Signature:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## Water Systems

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

To: Mayor Stocks; Finance Committee  
From: Peter Hartz – Water Systems Manager

March 11, 2026

### **Re: Transfer of excess Water Utility funds and establishment of the Private Lead Service Financial Assistance Project Fund**

**Review and take possible action:** Recommend acceptance of \$1,255,000 in excess Water Utility funds to establish and fund the Private Lead Service Financial Assistance Project Fund for private-side lead service line replacement assistance as authorized under **Wis. Stat. § 66.0811(2) and (3)**.

#### **Background:**

In 2020, the City set a goal of replacing all lead service lines by 2030. The Water Systems Department began implementation in 2021, building on earlier work from 2018–2020, and has made significant progress replacing lead services across the community. Through the end of 2023, the City replaced a total of 708 lead services (150 in 2021, 456 in 2022, and 102 in 2023).

At the end of 2023, the Wisconsin DNR exhausted the prior private lead service replacement funding, and the City pursued new opportunities through the Bipartisan Infrastructure Law-funded Lead Service Line Replacement program administered through the Safe Drinking Water Loan Program.

In 2024, the Public Works Commission was updated on the City’s funding applications and approach to include the entire City and all remaining lead services, with a goal of completion within three years. As part of the SFY 2025 funding cycle, Watertown received strong rankings and significant principal forgiveness allocations across three projects (CT1002, CT9620, and City-wide), which positioned the City well to complete the private-side replacement work while minimizing homeowner financial burden. In addition, the program requirements align with City Code 512-87 (Amd. Ord 20-27) and the PSC structure allowing eligible customers to receive grants toward private-side replacement costs.

On Tuesday March 10, 2026 the Public Works Commission unanimously approved the transfer of the funds to the to establish and fund the Private Lead Service Financial Assistance Project Fund for private-side lead service line replacement assistance as authorized under **Wis. Stat. § 66.0811(2) and (3)**.

The attached resolution is intended to ensure the City has a dedicated and legally supported local funding mechanism to assist with private-side lead service line replacement.

- The Public Works Commission resolution authorizes the transfer of **\$1,255,000** of excess Water Utility funds into a special fund within the City’s General Fund titled the **Private Lead Service Financial Assistance Project Fund**, as permitted under **Wis. Stat. § 66.0811(3)**.
- The Finance Committee resolution recommends formally accepting the transfer, establishes/affirms the special project fund, and amends the 2026 budget to appropriate the funds for program use.

### **Fiscal Impact**

The fiscal impact of this resolution is a loss of **\$1,255,000** from Water Utility fund balance, but a deposit of said funds into the Private Lead Service Financial Assistance Project Fund, with a corresponding 2026 budget amendment. These funds will be restricted for private lead service line financial assistance (grants/reimbursements and program administration), supporting project implementation and helping reduce the risk of unplanned rate impacts or delays.

### **PSC Coordination**

The Public Service Commission oversees all utility operations and rate structures in the state of Wisconsin. City staff discussed this proposal with PSC staff, who provided the following information:

- PSC approval for the transfer and use of Utility funds for private-side lead service lateral replacement assistance is not required at this time. PSC views the proposed transfer and use of the Utility's unrestricted fund balance as a municipal action governed by Home Rule, rather than a Utility action.
- The PSC will review the use of the Utility's fund balance during the City's next simplified rate cases, anticipated in 2030 and 2031.
- Transfers of this nature are uncommon and have not previously been used to support private-side lead service replacement in Wisconsin. The PSC indicated that all such transfers will be subject to strict scrutiny during review in 2030 and 2031.
- If the PSC determines that the transfer adversely affected the Utility's financial position, it may issue remedial orders. However, ratepayers will not be responsible for restoring the Utility's financial health; instead, the Utility and the City would be required to restore the Utility's fund balance.

### **Recommendation**

I recommend the Finance Committee support and approve accepting the excess funds for financial assistance needed for the lead service line replacement costs and the resolution as presented to forward to the city council for adoption.

This action provides a dedicated funding structure for private-side lead service line replacement assistance, strengthen long-term program administration, and support the City's overall goal of eliminating lead services while protecting public health and minimizing cost burden to residents.

Sincerely,  
Peter Hartz

Water Systems Manger

**RESOLUTION FOR  
CITY OF WATERTOWN - WATER SYSTEMS**

**AUTHORIZING TRANSFER OF EXCESS WATER UTILITY FUNDS**

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

**WHEREAS**, the City of Watertown (the “Municipality“) owns and operates a municipal water utility pursuant to Wis. Stat. §§ 66.0801 to 66.0813; and

**WHEREAS**, Wis. Stat. § 66.0811(2) provides that the income of a municipal public utility shall first be used to make payments to meet operation, maintenance, depreciation, interest and debt service requirements, local and school tax equivalents, additions and improvements, and other necessary disbursements or indebtedness; and

**WHEREAS**, Wis. Stat. § 66.0811(2) further provides that income in excess of these requirements may be paid into the general fund; and

**WHEREAS**, Wis. Stat. § 66.0811(3) authorizes the City to place excess funds into a special fund to be used for special municipal purposes; and

**WHEREAS**, as of December 31, 2025, the Water Utility has excess funds in its unrestricted net position / fund balance in the approximate amount of \$1,255,000, above what is reasonably required for operation, maintenance, depreciation, interest and debt service requirements, local and school tax equivalents, additions and improvements, and other necessary disbursements or indebtedness; and

**WHEREAS**, the Common Council finds it is in the public interest to transfer \$1,255,000 of such excess funds to a special fund within the City’s General Fund, called the Private Lead Service Financial Assistance Project Fund, as permitted by Wis. Stat. § 66.0811(2) and (3); and

**WHEREAS**, the purpose of the Private Lead Service Financial Assistance Project Fund is to provide grants, reimbursements, and program administration related to private-side lead service line replacement within the City; and

**WHEREAS**, the City of Watertown Public Works Commission and Finance Committee considered the proposed transfer on March 10, 2026 and March 23, 2026 respectively, and both recommended the establishment of the Private Lead Service Financial Assistance Project Fund; and

**WHEREAS**, Wis. Stat. §§ 65.90(5)(a) and 66.0607(7) require that budget amendments and transfers of appropriations be authorized by a two-thirds vote of the membership of the governing body;

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF WATERTOWN, WISCONSIN:** The Common Council hereby authorizes the transfer of \$1,255,000 from the Water Utility Fund balance to the General Fund / Private Lead Service Financial Assistance Project Fund pursuant to Wis. Stat. §§ 66.0811 (2) and (3). The 2026 budget is hereby amended to reflect this transfer as shown in **Exhibit A**, attached hereto and incorporated herein by reference. The Finance Director is directed to make all necessary accounting entries to carry out this resolution. This resolution shall take effect upon passage and publication as required by law.

	YES	NO
DAVIS		
LAMPE		
BERG		
BARTZ		
BLANKE		
SMITH		
ARNETT		
WETZEL		
MOLDENHAUER		
MAYOR STOCKS		
TOTAL		

ADOPTED April 6, 2026

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

APPROVED April 6, 2026

\_\_\_\_\_  
MAYOR

## EXHIBIT A — Budget Amendment

Account #	Name	Curr Bdgt	+/-	Modified
<b>Water Utility Fund</b>				
03-99-30-40	Contribution to PLSFAP Fund [Move funds to City Fund]	-	1,255,000	1,255,000
<b>Non-recurring Reserve Account</b>				
24-48-12-44	PLSFAP Revenue [Accept Water Utility funds]	-	(1,255,000)	(1,255,000)
24-58-11-44	PLSFAP Expense [Private-side Project Expenses]	-	1,255,000	1,255,000

**RESOLUTION FOR  
CITY OF WATERTOWN - WATER SYSTEMS**

**AUTHORIZING ACCEPTANCE OF EXCESS WATER UTILITY FUNDS**

**SPONSOR: MAYOR STOCKS  
FROM: FINANCE COMMITTEE**

**WHEREAS**, the City operates a municipal water utility, under Wis. Stat. §§ 66.0801 to 66.0813, and the Water Utility has accumulated unrestricted net position/fund balance in excess of what is reasonably required for operations, maintenance, depreciation, interest and debt service requirements, local and school tax equivalents, additions and improvements, and other necessary disbursements or indebtedness; and

**WHEREAS**, Wis. Stat. §§ 66.0811(2) and (3) authorize the City to place such excess funds into the general fund or a special fund for special municipal purposes; and

**WHEREAS**, the Common Council has determined that it is in the public's interest to establish a Special Private Lead Service Financial Assistance Project Fund ("PLSFAP Fund") to provide financial assistance to property owners for the replacement of private-side lead water service lines, and that such purpose constitutes a special municipal purpose under Wis. Stat. § 66.0811(3); and

**WHEREAS**, the City of Watertown Public Works Commission and Finance recommend the transfer of \$1,255,000 from the Water Utility Fund (retained earnings / fund balance) to the PLSFAP Fund to support private-side replacement projects; and

**WHEREAS**, Wis. Stat. §§ 65.90(5)(a) and 66.0607(7) require that all budget amendments and transfers of appropriations be approved by a two-thirds vote of the Common Council; and

**WHEREAS**, the City has prepared the associated budget amendment, attached as Exhibit A, and recommends that the Common Council formally accept the transferred funds and appropriate them for use in the PLSFAP Fund.

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

- 1.) The City hereby accepts the transfer of \$1,255,000 from the Water Utility Fund to the Special Private Lead Service Financial Assistance Project Fund pursuant to Wis. Stat. §§ 66.0811(2) and (3).
- 2.) The Special Private Lead Service Financial Assistance Project Fund is hereby established to receive and administer funds solely for the purpose of providing grants, reimbursements, and program administration related to private-side lead service line replacement.
- 3.) The 2026 City Budget is hereby amended as shown in Exhibit A, which reflects:
  - o a decrease in Water Utility Fund balance in the amount of \$1,255,000, and
  - o a corresponding appropriation to the PLSFAP Fund for program expenditures.
- 4.) City staff is authorized and directed to make all necessary accounting entries and financial transfers to implement this Resolution.
- 5.) This Resolution shall take effect upon passage and publication as required by law.

	YES	NO
DAVIS		
LAMPE		
BERG		
BARTZ		
BLANKE		
SMITH		
ARNETT		
WETZEL		
MOLDENHAUER		
MAYOR STOCKS		
TOTAL		

ADOPTED April 6, 2026

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

APPROVED April 6, 2026

\_\_\_\_\_  
MAYOR

## EXHIBIT A — Budget Amendment

Account #	Name	Curr Bdgt	+ / -	Modified
<b>Water Utility Fund</b>				
03-99-30-40	Contribution to PLSFAP Fund [Move funds to City Fund]	-	1,255,000	1,255,000
<b>Non-recurring Reserve Account</b>				
24-48-12-44	PLSFAP Revenue [Accept Water Utility funds]	-	(1,255,000)	(1,255,000)
24-58-11-44	PLSFAP Expense [Private-side Project Expenses]	-	1,255,000	1,255,000

**RESOLUTION TO  
APPROVE GRANT AGREEMENT BETWEEN CITY OF WATERTOWN,  
WISCONSIN AND DODGE COUNTY, WISCONSIN**

**SPONSOR: MAYOR STOCKS  
FROM: FINANCE COMMITTEE**

**WHEREAS**, the Dodge County Executive Committee has approved a grant award to the City of Watertown (“the City”) for the completion of the Wilbur Street Extension between N. Votech Drive and Elba Street in the City, in an amount not to exceed \$100,000 to facilitate a residential development project, College Park (“the Project”), by Habitat for Humanity of Waukesha County, Inc; and,

**WHEREAS**, the Common Council of the City has approved a development agreement with Habitat for Humanity of Waukesha County, Inc. for the Project; and,

**WHEREAS**, the City desires to encourage economic development including the expansion of its tax base, creation of quality new residential units and to provide affordable housing within the City; and,

**WHEREAS** the attached Grant Agreement between the City and Dodge County has been considered and reviewed by all necessary City interests and deemed appropriate and in the best and vital interest of the City; and,

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

That based on the foregoing, and the objectives of the City, the proper City Officials be and are hereby authorized to sign, execute and implement the attached Grant Agreement between the City of Watertown, Wisconsin and Dodge County, Wisconsin.

That this Resolution shall be in full force and effect upon its passage and adoption.

	YES	NO
DAVIS		
LAMPE		
BERG		
BARTZ		
BLANKE		
SMITH		
ARNETT		
WETZEL		
MOLDENHAUER		
MAYOR STOCKS		

ADOPTED \_\_\_\_\_

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

APPROVED \_\_\_\_\_

\_\_\_\_\_  
MAYOR

TOTAL		
-------	--	--

**Grant Agreement between Dodge County and City of Watertown  
(Dodge County Community Development Grant Program)**

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between Dodge County (“County”), a quasi-municipal corporation organized pursuant to Chapter 59 of the Wisconsin Statutes with a principal place of business located at 127 E. Oak Street, Juneau, WI 53039, and the City of Watertown, a municipal corporation, organized pursuant to Chapter 62 of the Wisconsin Statutes, with a principal place of business located 106 Jones Street, Watertown, WI 53094 (“City” or “Grantee”), collectively, the “Parties”.

**RECITALS**

**WHEREAS**, on August 20, 2024, the Dodge County Board of Supervisors established the Dodge County Community Development Fund and the Dodge County Community Development Grant Program (“Program”) by adoption of Resolution No. 24-25 *Resolution Authorizing the Dodge County Community Development Grant Program*; and,

**WHEREAS**, the stated public purpose of the Program is to provide financial resources to Dodge County communities to foster investment partnerships, to reinvest County sales tax dollars in Dodge County communities to stimulate growth and economic vitality; and,

**WHEREAS**, Resolution No. 24-25 designated the Dodge County Executive Committee as the oversight committee for the Program, approved program guidelines and created an advisory committee for purposes of evaluating applications and making recommendations to the Executive Committee for grant awards; and,

**WHEREAS**, in 2025, the County solicited applications from Dodge County communities for the use of grant funds; and,

**WHEREAS**, on March 10, 2025, the City of Watertown authorized the submittal of an application requesting funding to support the completion of the Wilbur Street Extension between N. Votech Drive and Elba Street in the City of Watertown (hereafter “Project”), in an amount not to exceed \$100,000, as described in the attached Community Development Fund Grant Application attached hereto as Exhibit “A”; and,

**WHEREAS**, at its meeting on May 5, 2025, the Dodge County Executive Committee, on the recommendation of the Community Development Fund Advisory Committee, approved a grant award to the City of Watertown for the completion of the Wilbur Street Extension, awarding up to \$100,000 to the City for the purposes stated in the Exhibit “A” and as more specifically described herein; and,

**WHEREAS**, the Dodge County Executive Committee met on December 1, 2025, to consider the City’s request to reduce the number of housing units to be constructed, due to one of the developers listed in the City’s original grant application withdrawing its plan for development; and,

**WHEREAS**, at its meeting on December 1, 2025, the Dodge County Executive Committee approved the City’s request to reduce the number of housing units to be constructed; and,

**WHEREAS**, in reliance on the representations, certifications and warranties made by the City herein and in the City’s application, Exhibit “A”, attached hereto, the County is willing to provide a restricted grant in the amount of \$100,000 to the Grantee on the terms and conditions stated herein;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Parties hereto agree as follows:

**ARTICLE 1. NATURE OF THE RELATIONSHIP; DESCRIPTION OF PROJECT**

- A. The Recitals set forth above are confirmed by the Parties, constitute material facts and are incorporated herein as if fully set forth in the body of this Agreement.
- B. In 2024, the Dodge County Board of Supervisors established the Dodge County Community Development Program and the Dodge County Community Development Fund by the adoption of Resolution No. 24-25.
- C. In 2025, the City applied for and was awarded a grant from the County for the Project described herein.
- D. By entering into this Grant Agreement, the City acknowledges receipt of the Dodge County Community Development Program Guidelines, which Guidelines are incorporated herein by reference, confirms that it has reviewed the provisions therein and agrees to comply in all respects with the provisions, terms and conditions set forth therein and further agrees to comply with all the terms, conditions and provisions of this Agreement and any additional conditions required by the Executive Committee at the meeting on May 5, 2025.
- E. Nothing in this Agreement shall be construed as establishing any other relationship between the Parties except that of an independent contractor relationship. Nothing herein shall be construed as creating an employer-employee relationship between the Parties to this Agreement. Further, nothing in this Agreement shall be construed so as to cause the Grantee’s employees, agents or contractors to be considered employees of Dodge County or any dual employment in the fulfillment of the Project described herein.
- F. Project. The City’s grant application proposes to assist with a planned residential development led by Habitat for Humanity of Waukesha and Jefferson Counties, for the construction of six (6) duplex buildings (12 housing units) along N. Votech Drive to be known as “College Park”, by completing the Wilbur Street extension. The total cost to complete the extension is estimated at \$320,644.11, with the City committing to fund the difference between the County’s grant of \$100,000 and the total cost of the extension. Habitat for Humanity of Waukesha and Jefferson Counties has two (2) parcels under contract from Madison Area Technical College which will be the location of the six (6) duplexes. For purposes of this Agreement, the Project is the installation of the infrastructure referred to in this Section F.
- G. Public Purpose. The Parties acknowledge that the Project consists of the installation of public infrastructure to support adding six (6) duplex buildings (12 housing units) constructed by

Habitat for Humanity of Waukesha and Jefferson Counties within the City of Watertown. Both the City and County have identified goals of increasing reasonably priced housing within the City and County for which this Project accomplishes. The City further identified goals of improving infrastructure in a growing residential area and ensuring accessibility for future residents and emergency services, both of which may be achieved by the completion of this Project.

## **ARTICLE 2. REPRESENTATIONS AND REQUIREMENTS OF THE GRANTEE**

Grantee represents and warrants, and the County relies on said representations in making the herein described grant, as follows:

- A. **Organization; Authority; Power.** The Grantee is a municipal corporation, organized pursuant to Chapter 62 of the Wisconsin Statutes, with a principal place of business located at 106 Jones Street, Watertown, WI 53094. The Finance Committee of the City Council authorized the submittal of the City's application for Community Development Grant Funding for the City's identified Project, to receive the requested grant funding in an amount not to exceed \$100,000 as identified in Exhibit "A", to undertake and implement the use of the Grant funds described herein and to conduct all transactions contemplated by the foregoing including without limitation, compliance with the applicable federal and state laws and regulations, compliance with applicable state and local laws and regulations associated with the Project, recordkeeping and reporting required by the County. Grantee has duly and validly authorized the execution and delivery of the submittal referred to as Exhibit "A" and this Agreement, and by executing this Agreement, represents that it has all the necessary power and authority to do so and to bind the Grantee to its terms and conditions.
- B. **No Litigation.** No action, suit, proceedings, inquiry or investigation, at law or in equity, before any court, public body or board, other than those disclosed to the County in writing, is pending or, to the knowledge of the City's authorized representatives, threatened (1) seeking to restrain or enjoin the execution and delivery of this Agreement, or the undertaking of the Project (defined herein) or (2) contesting or affecting the validity of this Agreement or (3) contesting or affecting the validity of the corporate existence of the City or any of its authorized representatives executing this Agreement.
- C. **No Conflicts.** The authorization, execution and delivery of this Agreement, and performance by the City of the Project referred to herein and any the obligations of this Agreement, will not constitute a breach of, or a default under, any law, ordinance, resolution agreement, indenture or other instrument to which the City is a party or by which it or any of its properties is bound.
- D. **Information Submitted.** All information, reports, and other documents and data submitted by the City or on behalf of the City to the County in pursuit of County Community Development Grant for the Project including any documents, reimbursement requests, and certifications to be furnished are, or will be as of the date of furnishing same, true, correct, complete and accurate in all material respects. This statement applies to any and all documents submitted to the County Board of Supervisors and/or its Committees and/or County Staff upon which the

County relied in making its decision to grant its County Community Development Grant funds to the City.

- E. Ratification. By executing this Agreement, the City affirms and ratifies all statements, representations and warranties contained in all written documents that it has submitted to the County in pursuit of the County's Community Development Grant funds and in connection with this Agreement and Exhibit "A".
- F. Developer's Agreements. The City represents and warrants that the Developer's Agreements contain sufficient financial guarantees/sureties to complete the housing development in the event that the developer's default and will take all necessary steps to do so. No Grant funds set forth herein will be released by the County to the City until the City provides a fully executed Developer's Agreements to the County with terms consistent with this Section F.
  - a. Habitat for Humanity of Waukesha and Jefferson Counties. The City represents and warrants that, as of the effective date of this Agreement, it has a fully executed Developer's Agreement with Habitat for Humanity of Waukesha and Jefferson Counties for the construction of six (6) duplex buildings (12 housing units) on land owned by the Habitat for Humanity of Waukesha and Jefferson Counties located in the City of Watertown. The Developer's Agreement guarantees that six (6) duplex buildings (12 housing units) will be completed by December 31, 2028 and will reasonably priced for sale or rent by December 31, 2028..
- G. No TID Financing Involved. The City represents and warrants that the land described in the Developer's Agreement on which houses are to be built does not have access to a Tax Increment District (TID) financing and cannot be located in an existing TID.
- H. City's Contribution to the Project. The City represents that the extension of Wilbur Street has a funding gap of approximately \$100,000, which is roughly the amount of the difference between the City's contribution of approximately \$220,644.11 and the total estimated infrastructure cost of \$320,644.11. The City agrees to fund the infrastructure costs, administer the public improvements associated with this housing development and guarantee housing development outcome of a total of six (6) duplexes (12 housing units) being listed for sale or for rent.
- I. The City agrees to timely complete the Project (infrastructure installation) and seek reimbursement for same in an amount not to exceed \$100,000 no later than December 31, 2028 and enforce the terms of the Developers' Agreements to ensure that the housing development is completed as measured by the construction of a total of six (6) duplex buildings (12 housing units) being listed for sale or for rent no later than December 31, 2028.
- J. Permits; Compliance with Laws. The City agrees to comply in all respects with all federal, state and local laws and regulations for the placement and installation of the structures set forth in the Project Scope and obtain all federal, state and local permits for same.

- K. Reporting. The City agrees to comply with all reporting requirements set forth in this Agreement, the Program Guidelines and any request to appear at the Dodge County Executive Committee to give a status report on the housing development. The City acknowledges that, from time to time, County representative(s) may visit the site of the Project.
- L. Return of Funds. The County reserves the right to recall any and all funding provided to the City under this Agreement upon the City's failure to meet the deadlines and fulfill its obligations in this Article 2, including but not limited to completing the installation of infrastructure and ensuring the Developers' performance of the construction of a total of six (6) duplex buildings (12 housing units). The City's failure to meet the deadlines may result in termination of this Agreement with prior written notice to the City, no disbursement of County Community Development Grant funds to the City and recall of all funds disbursed by the County to the City as of the date of termination. In the event that the County determines it is necessary to recall disbursed Grant funds, the County, in its sole discretion, may pro-rate the amount to be recalled based on the status of the Project and/or number of duplexes constructed and listed for sale or for rent.
- M. Compliance with Laws and Regulations. City agrees that the Project shall be constructed or undertaken in full compliance with all applicable federal, state and local laws and regulations, including but not limited to bidding, procurement, equal employment and anti-discrimination laws and regulations.
- N. Subcontractors. To the extent that the City subcontracts work contained within the Project or contracts with suppliers for materials required to complete the Project, the City agrees to bind every contractor, subcontractor and supplier to the requirements of this Agreement, including the foregoing provision, and the Indemnity and Insurance provision of this Agreement.

### **ARTICLE 3. GRANT; PROJECT SCOPE; REIMBURSEMENT**

- A. Grant. The County agrees to make and the City agrees to accept, on the terms and conditions stated herein, a Grant in an amount not to exceed \$100,000 as described in application (Exhibit "A") for the purpose described therein. Grantee agrees to provide all labor, equipment, services and materials to accomplish the Project Scope described below.
- B. Project Scope. The Grant is being made solely to finance the Project described in Article 1.F., which includes all project specific materials, labor, equipment and services for the installation of infrastructure to support the housing development extension of Wilbur Street in the City of Watertown.
- C. Use of Funds. The City agrees to use the Grant funds solely for the purposes described in these Sections A and B. Use of the Grant funds for any other purpose including but not limited to City operations, payroll, administrative expenses, professional expenses not associated with the Project Scope, as a pass through to a private entity or developer or payment of debt, shall constitute a breach of this Agreement and may result in the County's termination of this Agreement and recall of all funds disbursed to the City per Article 7, Section F.

D. Grant Expenditure Schedule. The Grantee will not seek reimbursement for any Project costs other than those incurred on or after January 1, 2025. This Grant is a reimbursement grant only. All Grant proceeds referred to herein that have not been distributed by the County in response to a valid reimbursement request by the City thirty (30) days after the City’s final payment of infrastructure installation (Project) costs are withdrawn by the County.

E. Grant Reimbursement Requests. Requests for reimbursement may be submitted no more often than semi-annually (January 1 and July 1) provided that the reimbursement request is for work completed on the Project. Final reimbursement request shall be submitted no later than the semi-annual request date or thirty (30) days after the City’s final payment for the Project, whichever comes first.

1. Submit reimbursement requests with all supporting documentation to Dodge County to:

Nate Olson, Community Development Administrator  
Land Resources and Parks Department  
127 E. Oak Street  
Juneau, WI 53039

2. Each reimbursement request shall contain a certification that the work identified in the request was completed consistent with the Project Scope and that the equipment, materials or facility is installed, operational and satisfies the requirements in this Agreement and is an allowable use of funds per Article 3.C.

3. Reimbursable expenses shall be limited to work performed to complete the Project Scope described herein, and in no case shall exceed the amount of the Grant. Administrative and professional expenses are not reimbursable.

4. No reimbursement from County Grant funds shall be requested until both the City and Developers have made their respective contributions to the infrastructure installation (Project).

F. No costs incurred prior to January 1, 2025 shall be eligible for reimbursement.

G. Non-appropriation clause. Notwithstanding any of the other termination clauses herein, County reserves the right to terminate this Agreement by providing written notice to City upon the County’s determination that the Community Development Grant funds cease to exist or the program is terminated.

**ARTICLE 4. COUNTY RESPONSIBILITIES.**

For its part, the County:

A. Agrees to, upon receipt of a certified reimbursement request, timely distribute the funds to City.

- B. Agrees to provide notices and take other actions contemplated by this Agreement to implement the action approved by the Dodge County Board of Supervisors in Resolution No. 24-25 approving the Dodge County Community Development Grant Program and/or the Dodge County Executive Committee.
- C. Comply with its reporting requirements associated with the County's Community Development Grant Program.

**ARTICLE 5. TERM; TERMINATION; CANCELLATION**

- A. Term. This Agreement shall remain in effect until one or more of the following events has occurred:
  - 1. The Grantee and County replace this Agreement with another written agreement;
  - 2. All of the Grantee's obligations under this Agreement have been discharged, including but not limited to the completion of the Project, other obligations contained in Article 2 or any obligation to reimburse the County for its disbursements of the Grant;
  - 3. This Agreement has been terminated pursuant to Section B. of this Article 5 below.
  - 4. This Agreement is not renewable.
- B. Termination by County. The County, in its sole and absolute discretion, may terminate this Agreement if any one of the following occurs:
  - 1. Grantee has breached any provision of this Agreement including but not limited to failure to meet the Project deadlines, failure to meet the reporting requirements, use of the funds for a purpose other than the Project or has failed to comply with any applicable state or federal law or regulation applicable to the Project and/or the Grant; or,
  - 2. If any representation, warranty or certification made by the Grantee in its submittal, subject to Article 2.D., this Agreement or other supporting documentation has been found to be inaccurate or incorrect in any material respect.
- C. Notice of Termination. The County shall promptly provide Grantee with written notice of termination of this Agreement and the Grant setting forth the reason(s) for termination and the effect date of said termination.
- D. Effect of Termination. Upon termination under Article 5.B., the Grantee shall reimburse the County for all Grant disbursements issued as a result of a City breach of this Agreement, as of the effective date of the termination on a schedule negotiated in good faith between the County and the Grantee, but in no event shall said reimbursement be more than thirty (30) days from the effective date of said termination.

**ARTICLE 6. REPORTING REQUIREMENTS; RECORDKEEPING**

- A. Reporting. The City shall comply with the reporting requirements set forth in the Program Guidelines, incorporated herein. In addition, the City shall provide an initial report the status of its Project by November 1, 2026 by submitting a written progress report to the Dodge County Community Development Administrator at the address set forth in Article 3. Progress reports shall be submitted at least every 6 months thereafter.
  
- B. Recordkeeping. The City shall do all of the following:
  - 1. Maintain written and electronic records it generates as a result of the project and services described in this Agreement including but not limited to project records and financial records. The City shall retain and make available to County, upon request, all project and financial records for six (6) years after the conclusion of this Agreement. The City shall make such records available no later than five (5) business days of the County’s request. In lieu of providing records upon request of County, the City may transfer any and all records pertaining to the Grant and the Project funded by the Grant to County for retention.
  - 2. Provide County and its auditors access to and the right at any time, with 48 hours prior written notice, during normal business hours to examine, audit, excerpt, transcribe and copy any records and files involving transactions relating to the project including any fiscal aspects of the Project.
  - 3. Provide County and its auditors access to and the right at any time, with 48 hours prior written notice, during normal business hours to examine, audit, inspect and analyze any and all items, equipment or supplies purchased or constructed in whole or in part using funds provided by the Grant that is the subject of this Agreement.
  - 4. Cooperate with County’s Finance Department and Auditor by timely providing access to or copies of project and financial records upon request and at no cost to County or, in lieu of providing documents upon request, transfer all project and financial records to the County for retention by the County.
  
- C. This Article shall survive the termination of this Agreement.

**ARTICLE 7. INDEMNITY; INSURANCE; RECOUPMENT**

- A. The City agrees to indemnify, save harmless and defend Dodge County, its officers, employees and representatives from and against any and all claims, demands, lawsuits, actions, liability, loss, damages, costs or expenses of any kind, whether personal injury or property damage, which Dodge County, its officers, employees, and representatives may sustain, incur, or be required to pay by reason of any person suffering, personal injury, death or property loss resulting from the City’s acts or omissions associated with the Project Scope by the City under this Agreement; however, the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of Dodge County.

- B. The City agrees to indemnify, save harmless and defend Dodge County, its officers, employees and representatives from and against any and all claims, demands, lawsuits, actions, liability, loss, damages, costs or expenses of any kind, which Dodge County, its officers, employees, and representatives may sustain, incur, or be required to pay by reason of any person including the City's employees or agents suffering injury, death, damages or losses resulting from the City's acts or omissions associated with or undertaken in conjunction with this Agreement.
  
- C. The City agrees to indemnify, save harmless and defend Dodge County, its officers, employees and representatives from and against any and all claims, demands, lawsuits, actions, liability, loss, damages, costs or expenses of any kind, which Dodge County, its officers, employees, and representatives may sustain, incur, or be required to pay by reason of the City's Project or the City's failure to comply with the provisions of this Agreement.
  
- D. The City agrees that, in order to protect itself and Dodge County, its officers, employees and representatives under the indemnity provisions listed above, it will at all times during the terms of this agreement keep in full force and effect comprehensive general liability insurance and auto insurance liability policies, issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Office of the Commissioner of Insurance, with liability coverage provided for therein in the amounts of at least \$1,000,000 for injury and/or damages to any one person; \$1,000,000 for property damages and/or damages arising from any one incident; automobile liability with a combined single limit of \$1,000,000; and at least \$5,000,000 umbrella liability per occurrence. Coverage afforded shall apply as primary, with Dodge County, its officers, employees and representatives as additional named insured. Dodge County shall be given (10) days advance notice of cancellation or non-renewal during the term of this Agreement. Upon execution of this Agreement, the City shall furnish Dodge County with a certificate of insurance and, upon request, certified copies of the required insurance policies. In the event of any action, suit, or other proceeding is brought against Dodge County upon any matter herein indemnified against, Dodge County shall, within five (5) working days, give notice thereof to the City and shall cooperate with the City's attorneys in the defense of the action, suite or other proceeding. (Certificate of Insurance shall be furnished to Dodge County by the City prior to commencement of services). Dodge County reserves the right to payment until satisfactory certificate of insurance is provided.
  
- E. The City shall maintain Worker's Compensation Insurance for all its employees to be engaged in work for the City under this contract and, in case of any such work sublet, the City shall require the Contractor or Subcontractor similarly to provide Worker's Compensation Insurance for all of the contractor's or subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the City's Worker's Compensation Insurance.
  
- F. Recoupment by County. The Grantee acknowledges that it is responsible for compliance with this Agreement and all state and federal laws and regulations applicable to the Project. Grantee further acknowledges that breach of this Agreement and/or any of the documents mentioned in this Section F. may result in all or a portion of the Grant funds becoming subject to recoupment or recall by the County. In the event of recoupment, the County will notify the Grantee in writing and the Grantee shall promptly and no later than thirty (30) days of receiving said notice, return to the County the Grant proceeds subject to recoupment. In addition, Grantee shall be responsible for, and hereby agrees to promptly pay or reimburse the County for all reasonable costs, including attorney's fees and penalties, incurred by the County, its

employees, officers and agents relating to or arising out of such recoupment including but not limited to costs associated with investigation, audit and/or collection efforts.

G. This Article shall survive the termination of this Agreement.

**ARTICLE 8. MISCELLANEOUS**

A. Notices. All notices and correspondence shall be deemed made if sent by electronic mail, U.S. mail, or in person to:

FOR DODGE COUNTY:  
County Clerk  
Dodge County Administration Building  
127 E. Oak Street  
Juneau, WI 53039  
[dvanegtern@co.dodge.wi.us](mailto:dvanegtern@co.dodge.wi.us)

With a cc: to:  
Corporation Counsel  
Dodge County Administration Building  
Fourth Floor  
127 E. Oak Street  
Juneau, WI 53039

FOR MUNICIPALITY:  
City of Watertown  
City Clerk  
106 Jones Street  
Watertown, WI 53094

With a cc: to  
City of Watertown  
City Attorney  
106 Jones Street  
Watertown, WI 53094

B. Business Relationship. Nothing in this Agreement is intended to nor shall it constitute a joint venture, partnership or formal business relationship of any kind other than as noted in Article 1. The rights and obligations of either party shall be only those expressly stated in this Agreement. Nothing in this Agreement is intended to nor shall it constitute a joint venture, partnership, formal business relationship or any relationship of any kind between the County and the developer referred to herein.

C. Assignment. Neither party shall assign or otherwise transfer its rights or delegate its obligations under this Agreement. Any attempted assignment, transfer, or delegation shall be void and considered an event of default.

D. Modification; Amendment. This Agreement may be modified or amended at any time by mutual agreement, memorialized in writing, signed by the Parties and attached hereto. In the

event that the Dodge County Community Development Grant Program is modified, amended, or extended, this Agreement shall be modified to incorporate such amendment or extension.

- E. Waiver. Failure or delay by either party to exercise any power or right herein shall not constitute a waiver of such power or right.
- F. Entire Agreement. This Agreement including the Exhibits contain all the agreements, representations, warranties and understandings of the Parties hereto and supersedes and replaces any and all previous understandings, commitments, or agreements, oral or written, related to the contents of this agreement set forth herein.
- G. Binding Agreement. This Agreement is, or when executed and delivered will be, the legal, valid and binding obligation of the Grantee, enforceable in accordance with its terms subject only limitations on enforceability imposed in equity or applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights.
- H. Severability. If any part, term, or provision of this agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this agreement, the validity of the remaining portions and provisions shall not be affected hereby. The failure of a party to enforce any provision in this agreement shall not be deemed a waiver of such right.
- I. Exhibits; Attachments; Counterparts; Electronic Signatures. Each exhibit or other attachment hereto or incorporated by reference are integral parts of this Agreement. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original. Counterparts may be delivered by U.S. mail, facsimile, electronic mail or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for its purposes.
- J. Further Assurances. Grantee agrees that it will, from time to time, execute, acknowledge and deliver such further instruments or documents as may reasonably be required for carrying out the intentions or facilitating the performance of this Agreement.
- K. Third-Party Beneficiaries. This Agreement is exclusively between the County and the City and does not nor is it intended to create any privity of contract with any other party not a party hereto, other than those indemnified in Article 7, nor to imply a contract in law or fact. The County is not obligated nor will it disburse Grant funds on any contract, or otherwise, between the City and any other party, nor will the County assume any direct obligation for payment for work, goods, supplies, materials or other performance under such contracts. The obligation to pay any amounts due under such contracts is solely the responsibility of the Grantee. Nothing herein, express or implied is intended to or shall confer upon any other person any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement between the County, the City and those indemnified in Article 7.
- L. Civil Rights Compliance. Recipients of Federal financial assistance from the U.S. Department of Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds including but not limited to ensuring that benefits or services are not denied based on race, color, national origin, disability, age, or sex and further that such recipients of Federal funds comply with: Title VI of the Civil Rights Act of 1964

(Title VI), as amended or interpreted; Section 504 of the Rehabilitation Act of 1973, as amended or interpreted; Title IX of the Education Amendments; Age Discrimination Act of 1975, as amended or interpreted.

M. Governmental Immunities and Notice Requirement Preserved. Nothing in this Agreement shall be construed to be a waiver or modification of the governmental immunities or notice requirements imposed by Wis. Stat. §893.80 or any other law.

In Witness Whereof, the Parties hereto have caused this Grant Agreement to be duly executed as of the date listed above.

**DODGE COUNTY, WISCONSIN**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: David Frohling

Print Name: Danielle Van Egtern

Title: Dodge County Board Chairman

Title: Dodge County Clerk

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

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

**CITY OF WATERTOWN, WISCONSIN**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

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

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

**Community Development Fund Application**

**Section 1: General Information**

**Project Name:**

Wilbur Street Extension Project

**Municipality/Organization:**

City of Watertown  
106 Jones Street  
Watertown, WI 53094

**Prepared by:**

Mason Becker  
*Manager of Economic Development and Strategic Initiatives*

**Date Submitted:**

April 11, 2025

**Amount Requested:**

\$100,000.00

**Phone:**

920-206-4266

**Email:**

mbecker@watertownwi.gov

**Section 2: Project Summary:**

The City of Watertown is requesting a \$100,000 grant from Dodge County's Community Development Fund to support the completion of the Wilbur Street extension between N. Votech Drive and Elba Street. The total estimated project cost is \$320,644.11, with the City committed to funding the remaining street portion of the project (this will come from existing Public Works Department- street project budgeted funds and possibly TID #4 2025 closeout funds, if needed). Some elements (such as stormwater management) will be a cost share with the two developers

involved. This project represents a strong collaboration between public and private stakeholders to advance community development and workforce housing initiatives.

The project is critical to supporting planned residential development, particularly affordable housing efforts led by Habitat for Humanity of Waukesha and Jefferson Counties.

Habitat for Humanity, which has secured a grant from the Quirk Foundation as well as financial support from the Greater Watertown Community Health Foundation and Compeer Financial, plans to construct six duplex buildings (12 total housing units) along N. Votech Drive to be known as “College Park”. To facilitate this development, Habitat for Humanity has two parcels under contract from Madison Area Technical College.

Additionally, a private developer, Hector Hinojosa (dba R&H Rentals, LLC), owns lots located along the eastern portion of the block and plans to construct 12 duplex buildings (24 total housing units), further enhancing the availability of workforce housing. Mr. Hinojosa has stated that completing this street will make it much easier for him to bring these new housing units forward.

While City ordinances typically require property owners to pay for street improvements, the City recognizes the importance of supporting nonprofit initiatives like Habitat for Humanity, which provides essential workforce housing in an affordable range. To make this project financially viable, and to ensure the units will be affordable to the future homeowners, the City is taking an active role in securing funding for construction of this street. The City's Finance Committee reviewed and authorized the pursuit of the Community Development Fund grant on March 10, 2025, to help offset infrastructure costs and support this collaborative development effort.

The City of Watertown’s **2019 Comprehensive Plan** ([https://core-docs.s3.us-east-1.amazonaws.com/documents/asset/uploaded\\_file/5330/COW/5195762/2019\\_Adopted\\_Watertown\\_Comprehensive\\_Plan.pdf](https://core-docs.s3.us-east-1.amazonaws.com/documents/asset/uploaded_file/5330/COW/5195762/2019_Adopted_Watertown_Comprehensive_Plan.pdf)) shows this neighborhood area as appropriate for Two-Family Residential development. While the two parcels being purchased by Habitat for Humanity were shown as Institutional in the Plan (due to being owned by Madison College), a Plan Amendment is in process to change this to Two-Family Residential to match the rest of the neighborhood and has already passed its first reading unanimously with no opposition. Two-Family Residential zoning is already in place for this entire project area. Further, completing the extension of Wilbur Street will ensure that this residential block matches the development pattern in the surrounding neighborhood area.

This excerpt from the City’s 2019 Comprehensive Plan confirms these plans align with the goals identified in the Plan:

**“Two-Family Residential:** This future land use category is intended for single-family and **two-family (e.g. duplexes, townhomes, two-flats) residential development** served by City of Watertown sanitary sewer and water systems. Two-Family Residential land use areas are depicted primarily in locations where this type of development existed at this time this Plan was prepared, including the following areas: (1) surrounding the City’s historic downtown; (2) **on the City’s west side between the rail lines;** and (3) on the east side of the City west of STH 16. The City’s Two-Family Residential (TR-6) zoning district is the most appropriate district to implement this future land use category.

Policies and Programs:

1. Encourage the construction of narrower streets in new neighborhoods, where practical, and require sidewalks along all streets.
- 2. Plan for interconnected road and open space networks in residential areas and between individual subdivisions.**
3. Ensure that schools must have sufficient capacity to accommodate new students who will live in the School District.
4. Require grading and stormwater management plans for all new development.”

The City of Watertown also began to focus on the issue of available workforce housing in 2022, with the creation of the **“City of Watertown Workforce Housing Action Plan 2022-2024”** (see attachment). This report was created in conjunction with the Greater Watertown Community Health Foundation, Movin’ Out, and Cedar Corporation. This report identified multiple causes of the current housing shortage, including incomes not keeping up with housing prices, decreased housing production since 2028, construction material rising costs, and other related factors (page 5-6).

One of the strategies identified in the report, 5.2.7 mentions: **“Seek out and utilize available grants to facilitate affordable workforce housing projects** (Planning Staff). Incorporate a grant writing strategy to all residential development projects so that city and private sector investments are leveraged to the maximum extent. **This includes seeking grants to reduce infrastructure,** park and recreation, trail construction, and even land acquisition and building costs. Use any available grants as a negotiating item during the creation of developer’s agreements.” (page 65)

Further, **Dodge County’s 2015 Comprehensive Plan** (<https://dodge-county-cpu-cedarcorp.hub.arcgis.com/pages/documents>) confirms that these plans also align with the goals of the county to promote workforce housing development:

“Dodge County has and will continue to **provide a variety of housing types** that support all income levels. The County has also recognized that the aging of the population will require a variety of housing types to allow current residents to remain in the community. Housing in the County will continue to include single family homes, **duplexes**, multi-family units, and mobile homes; which should accommodate all residents. Refer to the Future Land Use Map and associated text for further information on the County’s plans for accommodating housing for all income levels.” (Page 2-7)

The proposed development also fits with section 2.6: “Promoting Availability of Land for Development/Redevelopment of Low-Income and Moderate-Income Housing”

“**Promoting the availability of underdeveloped or underused land is one way to meet the needs of low and moderate income individuals.** The County needs to ensure there is an adequate supply of land that is planned or zoned for housing at higher density or for multi-family housing should demand warrant the need for such housing in the future. The County does currently have an adequate supply of available land for low to moderate income housing within the city and village boundaries. The County should use this plan in coordination with developed goals, objectives, and policies to promote the availability of such housing if a need is present.” (Page 2-7)

The proposed development also meets the policies outlined in section 2.10, including #2: “**Residential in-fill development shall be given priority over the development of areas currently not occupied by residential structures,**” and #3 “**Residential development should be pursued on lands adjacent to existing developed areas.**” (Page 2-9)

#### **Project Scope & Goals:**

- **Scope:** Construction of roadway surface, including curb and gutter, for the platted Wilbur Street extension between N. Votek Drive and Elba Street. This roadway will be constructed over existing water and wastewater public utility lines. Stormwater improvements will also be a required element of this project, per City of Watertown ordinances.
- **Goals:**
  - Support affordable workforce housing development.
  - Enhance collaboration between public and private stakeholders.
  - Improve infrastructure in a growing residential area.
  - Ensure accessibility for future residents and emergency services.

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#### **Section 3: Project Budget and Financial Analysis:**

**Project Budget:**

- **Total Project Cost:** \$320,644.11
- **Grant Request:** \$100,000
- **City Contribution:** \$100,000
  - This will be covered by funds available in the City’s 2025 streets program budget, and leftover funds from the closure of TID #4, if needed.
  - The remaining expenses (such as stormwater management improvements) will be covered by a cost-share with the private developers
- **Expense Breakdown (provided by City of Watertown’s Public Works Department):**
  - Roadway construction: \$174,008.95
  - Stormwater improvements: \$112,280.43
  - Contingency (12%): 34,354.73
  - **Total:** \$320,644.11

**Proforma Analysis:**

A construction proforma for Habitat’s College Park project is attached (“Habitat College Park Construction Proforma”). A proforma from Hector Hinojosa is not available at this date.

This project will bring the two parcels owned by Madison College back on the property tax rolls and bring the currently undeveloped land owned by R&H Rentals LLC to an improved higher use, also adding to the tax base for the affected taxing jurisdictions.

The projected construction budget for Habitat’s College Park project is approximately \$4.5 million, per Melissa Songco of Habitat for Humanity - Jefferson and Waukesha Counties.

The estimate provided by Hector Hinojosa of R&H Rentals, LLC for his project is approximately \$8-10 million.

A Tax Summary Analysis on the direct, indirect, and induced economic value of the proposed total of 18 duplex builds, based on \$13.5 million of construction costs, is attached (“MadREP Tax Summary 041025”).

**Local Funding:**

The City of Watertown will fund up to \$100,000 for this project through unspent funds in the City's 2025 Streets Program budget. If necessary, funds from the 2025 closure of Tax Increment District (TID) #4 may also be utilized. The developers will share in the cost of the stormwater improvements, with the City's portion of the stormwater management facility coming out of the City's Stormwater Utility fund.

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**Section 4: Issue:**

The need for more workforce housing is well-identified in the City of Watertown, as well as in the surrounding area, including both Jefferson County and Dodge County. Construction of new housing over the past few years has not kept pace with demand.

The results of one housing study shared by the Greater Watertown Community Health Foundation show that the City is currently short of its need by 2,800+ housing units (a combination of owner-occupied and rentals). While the City currently has over 800 units in its projected pipeline, this still falls far short of meeting this identified need. Further, many local employers express concern for the lack of housing for their employees, which can hinder economic growth and job creation efforts in the area.

While the City is moving forward with new subdivisions and projects like Rock River Ridge on the former Bethesda property, infill development opportunities such as this one are key to ensuring that residents at all demographic and income levels have housing options available.

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**Section 5: Project Objective and Measurable Outcomes:**

**Objectives:**

The Wilbur Street extension is a crucial component of a larger, cooperative effort to expand workforce housing and improve municipal infrastructure in Watertown. By partnering with Habitat for Humanity, a nonprofit dedicated to creating affordable homeownership opportunities, and a private developer investing in additional housing, the City is fostering a collaborative approach to community development.

This project will ensure the long-term viability of new housing in the area by improving road infrastructure, which is essential for accessibility and emergency services. By taking on a portion of the street costs, the City is making it more feasible for Habitat for Humanity as well as the

private developer to proceed with much-needed housing development. The investment will help address the pressing need for workforce housing and contribute to the economic and social vitality of both the City of Watertown and Dodge County.

The project includes sidewalk on one side of the street, and will possibly include a bike path, if timing and implementation with the City's Bike & Pedestrian Plan allows. This plan is currently under development.

**Measurable Outcomes:**

Measurable outcomes will include the successful construction of the **six duplex builds** planned by Habitat for Humanity, along with the future **12 duplexes** planned by Hector Hinojosa. This will add a combined total of **36 new quality housing units** to our City. Further, the increase to the property tax base will be beneficial to all of the various taxing jurisdictions.

It is worth noting that no other financial assistance is being sought for this project, and the City is not being asked to provide any Tax Increment Financing (TIF) incentives or to create a new Tax Increment District (TID) to support these developments.

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**Section 7: Community Actions and Project Partners:**

In 2022, the City participated in a Workforce Housing Study conducted by the Greater Watertown Community Health Foundation and Movin' Out, along with Cedar Corporation (see attachment), that detailed the City's need for more workforce housing. The City has carried out several of the recommendations in that report, including identifying sites for potential housing development, creating a Housing Rehab Grant Program administered by the Watertown Redevelopment Authority (RDA), and using TIF incentives to support housing development. The City is also pursuing a Zoning Code Rewrite with Vandewalle & Associates, which will help modernize the zoning code, including residential zoning districts (this rewrite is starting in April 2025 and will be completed in 2026).

Since 2022, the City of Watertown has also approved several new housing developments, including Rock River Ridge, Edge Field, and the Enclave, which includes an overall mix of different housing types: single-family, small lot single-family, duplexes, twinhomes, and apartments. Additionally, three currently vacant downtown riverfront properties are being evaluated by private developers for new multifamily infill housing projects, notably the Oxbow, a new apartment and townhome project which will be located on the former Johnsonville factory

site. Across the community, the City continues to work with private developers on several other sites for potential housing projects.

The City created TID #8 in 2021 to support downtown redevelopment, including multifamily residential, and created TID #9 in 2024 to support Lumin Terrace, a multifamily housing project which is part of the Rock River Ridge development.

The Wilbur Street project aligns with the goals and actions taken by the City to address the identified housing shortfall, across a range of both rental and owner-occupied project types.

**Project Partners:**

- City of Watertown
- Habitat for Humanity of Waukesha and Jefferson Counties
- Hector Hinojosa (R&H Rentals, LLC)
- Quirk Foundation
- Greater Watertown Community Health Foundation
- Compeer Financial
- Madison College

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**Section 8: Project Feasibility and Implementation:**

**Project Timeline:**

Please see the attached document “**Wilbur Street 2026 Proposed Project Schedule**” outlining the City’s proposed timeline for implementation of the Wilbur Street Project, including survey, engineering & design, construction, etc.

The proposed timeline has the initial survey and design work commencing in May 2025 (pending grant award approval), additional bidding and other associated tasks occurring in later 2025 and early 2026, and construction work commencing in June 2026. The City’s Public Works Department feels this is a realistic timeline for implementation and completion of this infrastructure project.

**Resources:**

As described, the City will fund its portion of this project with remaining funds from the City’s 2025 Streets Budget and will use 2025 TID #4 closeout funds if necessary, pending awarding of this grant.

**Personnel:**

The City of Watertown’s Public Works Department will be responsible for ensuring the proper installation of the roadway. A private contractor may be utilized for the construction of the street, if the City’s Street Division does not have capacity for the project.

The following City of Watertown team members will play key roles in this phase of the project:

Andrew Beyer  
*Director of Public Works/City Engineer*  
[abeyer@watertownwi.gov](mailto:abeyer@watertownwi.gov)

Nathan Williams  
*Civil Staff Engineer*  
[nwilliams@watertownwi.gov](mailto:nwilliams@watertownwi.gov)

Ritchie Piltz  
*Engineering Projects Manager*  
[rpiltz@watertownwi.gov](mailto:rpiltz@watertownwi.gov)

Maureen McBroom  
*Stormwater Project Manager*  
[mmcbroom@watertownwi.gov](mailto:mmcbroom@watertownwi.gov)

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**Section 9: Additional Information:**

**Attachments:**

- Habitat College Park current site plan
- Wilbur Street GIS map.
- Habitat College Park Construction Proforma
- Formal request letter to construct Wilbur Street from Melissa Songco, CEO of Habitat for Humanity of Waukesha and Jefferson Counties

- Letters of support from Mayor Emily McFarland, Habitat for Humanity, Hector Hinojosa, and Madison Area Technical College.
- City of Watertown Housing Action Plan April 2022
- Wilbur Street 2026 Proposed Project Schedule
- Wilbur Street Project Cost Estimate
- MadREP Tax Summary

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**Conclusion:**

The City of Watertown, in collaboration with Habitat for Humanity, the Quirk Foundation, Compeer Financial, the Greater Watertown Community Health Foundation, Madison Area Technical College, and Hector Hinojosa of R&H Rentals, LLC, seeks this grant to complete a critical infrastructure project that will enable significant infill housing development. This initiative represents a joint effort between public and private stakeholders to enhance the City's housing stock and support economic growth.

The City appreciates your consideration of this application and looks forward to this opportunity to enhance infrastructure and expand workforce housing opportunities for Watertown residents.

**Submitted by:**

Mason Becker

*Manager of Economic Development and Strategic Initiatives*

City of Watertown

April 11, 2025





# MEMO

## Engineering Division of the Public Works Department

**To:** Mayor Stocks and Finance Committee Members

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

**Date:** 3/19/2026

**Subject:** Review and take possible action: Recommend resolution to support Wisconsin Department of Natural Resources Urban Nonpoint Source and Storm Water Grant Funding for Street Sweeper Purchase

### Background

Stormwater Utility staff seek approval to apply for funding under the Wisconsin Department of Natural Resources' (WDNR) Urban Nonpoint Source (UNPS) and Storm Water Grant program to partially fund a new street sweeper.

The City's street sweeping program requires two street sweepers for removal of debris and pollutants from streets, municipal parking lots, and storm sewer catch basins. A street sweeper was purchased in 2023; this sweeper would replace the almost 9-year-old Johnston vacuum-assisted model. The City sweeps streets once per month between spring and fall, with additional weekly sweeping following leaf collection operations in fall. Street sweeping is also performed prior to and after community events, including parades, Riverfest, and more.

The street sweeping program is regulated under the Wisconsin Department of Natural Resources' Municipal Separate Storm Sewer System (MS4) Permit. The City is required to sweep streets monthly and as part of the leaf collection program in fall. Material that the sweepers collect is polluted and disposed of at the regional landfill that the City uses for solid waste disposal. Total phosphorus reductions due to street sweeping efforts were evaluated in 2022; the City captures 142.44 pounds of total phosphorus annually through the street sweeping program, which is applied to the City's Total Maximum Daily Load (TMDL) pollutant reduction requirements in the MS4 Permit.

City staff have received 2 of 3 estimates for a new street sweeper. The total estimated cost being listed on the UNPS & Storm Water Grant application is \$391,208. The maximum grant reimbursement of 25% for this purchase would be \$97,802, which leaves a City share of

# MEMO

\$293,406 (to be included in the Stormwater Utility budget account # 16-58-16-60, Capital Outlay.) Additional quotes for different models may result in a different final cost, but the current cost estimates will be used for the grant application. This street sweeper purchase has been planned and included in the Stormwater Utility Capital Improvement Plan at \$400,000, which was considered in the 2025 Stormwater Utility Rate Study. Purchase is proposed for 2027 or 2028, depending on lead-time of the equipment, grant period, and pending budget approval.

## Budget Goal

1. Proactively maintains and improves our parks and infrastructure to ensure safety, quality, and equity
2. Maintains a safe and healthy community, with an eye toward future needs and trends

## Financial Impact

New street sweepers are estimated at \$400,000 each. A WDNR grant application for 25% of the cost of a new sweeper represents a cost savings of almost \$100,000.

## Recommendation

Stormwater Utility staff recommend passage of a resolution for the submittal and acceptance of a WDNR Urban Nonpoint Source and Storm Water Grant for the purchase of a street sweeper, if awarded.

## 2026 Operational Goals

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

1. Proactively maintains and improves our parks and infrastructure to ensure safety, quality, and equity
2. Maintains a safe and healthy community, with an eye toward future needs and trends

**DRAFT RESOLUTION TO  
SUPPORT URBAN NONPOINT SOURCE AND STORM WATER GRANT  
FUNDING FOR STREET SWEEPER**

**SPONSOR: MAYOR STOCKS  
FROM: FINANCE COMMITTEE**

**WHEREAS**, The City of Watertown is interested in acquiring an Urban Nonpoint Source and Storm Water Grant from the Wisconsin Department of Natural Resources (WDNR) for the purpose of implementing measures to control urban storm water runoff pollution sources, pursuant to ss. 281.65 or 281.66, Wis. Stats., and chs. NR 151, 153, and 155; and,

**WHEREAS**, a cost-sharing grant is available to assist in the funding to purchase a street sweeper; and,

**WHEREAS**, the City of Watertown utilizes street sweepers for compliance with the WDNR Municipal Separate Storm Sewer System (MS4) Permit to remove Total Suspended Solids (TSS) and Total Phosphorus from stormwater prior to discharging to the Rock River and other local waterways; and

**WHEREAS**, the WDNR cost share for the street sweeper may not exceed 25 percent of eligible costs, and is capped at \$150,000; and,

**WHEREAS**, cost estimates based on quotes from equipment vendors have estimated that eligible costs would be approximately \$391,208; and,

**WHEREAS**, if the City is awarded a WDNR Urban Nonpoint Source and Storm Water Grant for a street sweeper, the WDNR cost share would be 25% of the total street sweeper cost at a maximum grant award of \$97,802 and the City’s cost share would be approximately \$293,406; and,

**WHEREAS**, the City of Watertown Street Division and Storm Water Utility will request funds from Account #16-58-16-60 Stormwater Utility Capital Outlay be appropriated for the City of Watertown’s cost-share portion for the Urban Nonpoint Source and Storm Water Grant.

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

The Common Council of the City of Watertown hereby authorizes the Mayor to act on the behalf of the City of Watertown as the authorized responsible governmental official, to sign and submit an application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available, sign a grant agreement between the City of Watertown and the Wisconsin Department of Natural Resources, appropriate Stormwater Water Utility Account #16-58-16-60 Capital Outlay for the cost-share portion, sign and submit reimbursement claims along with necessary supporting documents, sign and submit interim and final reports and documents, sign and submit an Environmental Hazards Assessment Form if applicable, take necessary action to undertake, direct and complete the approved project; and that the City of Watertown shall comply with all state and federal laws, regulations and permit requirements pertaining to implementation of this project and to fulfillment of the grant document provisions.

	YES	NO
DAVIS		
LAMPE		
BERG		
BARTZ		
BLANKE		
SMITH		
ARNETT		
WETZEL		
MOLDENHAUER		
MAYOR STOCKS		
TOTAL		

ADOPTED April 6, 2026

\_\_\_\_\_

CITY CLERK

APPROVED April 6, 2026

\_\_\_\_\_

MAYOR

# MEMO

## Engineering Division of the Public Works Department

**To:** Mayor Stocks and Finance Committee Members

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

**Date:** 3/19/2026

**Subject:** Review and take possible action: Recommend resolution to support Community Project Funding for the reconstruction and extension of Runway 5/23 at the Watertown Municipal Airport

### Background

City staff seek approval to apply for funding under the Community Project Funding program through Congressman Fitzgerald’s office for the reconstruction and extension of Runway 5/23 at the Watertown Municipal Airport.

Regional growth and development along with community support are increasing the need for reconstruction and extension of Runway 5/23 in the near future. Current pavement conditions on Runway 5/23 necessitate reconstruction work in the next few years. To facilitate and coordinate the completion of required studies and design for both the planned runway extension project and the necessary reconstruction work, City staff seek approval to apply for funding under the Community Project Funding program through Congressman Fitzgerald’s office for \$760,000. A Community Project Funding program award would need to be obligated (under contract) within 12 months of the award date.

The extension of Runway 5/23 has been planned for many years, with resolution #8313 being passed in April 2016 for runway reconstruction and extension work and other improvement projects at the airport. Land acquisition, building demolition and the relocation of a portion of Boomer Street have been completed by the City and Wisconsin Department of Transportation-Bureau of Aeronautics in recent years. Securing funding through the Community Project Funding program would confirm the forward movement of this significant airport improvement project.

The City of Watertown is an eligible applicant to the Community Project Funding program. The lease for operations of the airport between the City of Watertown and Wisconsin Aviation Inc. reserves the right for the City to further develop or improve the landing areas of the airport as



# MEMO

the City sees fit. Therefore it is appropriate for the City of Watertown to be listed as the applicant and submit the application for these funds.

## Budget Goal

- 1. Proactively maintains and improves our parks and infrastructure to ensure safety, quality, and equity
- 2. Maintains a safe and healthy community, with an eye toward future needs and trends

## Financial Impact

The runway project is anticipated to be cost-shared at 90% federal funds and 10% local funds. The 10% local share is typically split between state (5%) and city (5%) budgets. Account #05-54-53-70 Capital Projects-Airport currently has more than the anticipated \$38,000 City cost-share.

## Recommendation

City staff recommend passage of a resolution for the submittal and acceptance of Community Project Funding through Congressman Fitzgerald’s office for required studies and design of the Runway 5/23 reconstruction and extension project.

## 2026 Operational Goals

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

- 1. Proactively maintains and improves our parks and infrastructure to ensure safety, quality, and equity
- 2. Maintains a safe and healthy community, with an eye toward future needs and trends

**RESOLUTION PETITIONING  
THE SECRETARY OF TRANSPORTATION  
FOR AIRPORT IMPROVEMENT AID  
BY**

**Watertown City Council  
Jefferson County, Wisconsin**

WHEREAS, the City of Watertown, Jefferson County, Wisconsin hereinafter referred to as the sponsor, being a municipal body corporate of the State of Wisconsin, is authorized by Wis. Stat. §114.11, to acquire, establish, construct, own, control, lease, equip, improve, maintain, and operate an airport, and

WHEREAS, the sponsor desires to develop or improve the Watertown Municipal Airport, Jefferson County, Wisconsin,

**"PETITION FOR AIRPORT PROJECT"**

WHEREAS, the foregoing proposal for airport improvements has been referred to the city plan commission for its consideration and report prior to council action as required by Wis. Stat. §62.23(5), and

WHEREAS, airport users have been consulted in formulation of the improvements included in this resolution, and

WHEREAS, a public hearing was held prior to the adoption of this petition in accordance with Wis. Stat. §114.33(2) as amended, and a transcript of the hearing is transmitted with this petition, and

THEREFORE, BE IT RESOLVED, by the sponsor that a petition for federal and (or) state aid in the following form is hereby approved:

The petitioner, desiring to sponsor an airport development project with federal and state aid or state aid only, in accordance with the applicable state and federal laws, respectfully represents and states:

1. That the airport, which it is desired to develop, should generally conform to the requirements for a general aviation type airport as defined by the Federal Aviation Administration.
2. The character, extent, and kind of improvements desired under the project are as follows: Reconstruct Runway 11/29; construct taxiway parallel to the total length of Runway 11/29; removal of Runway 11 obstruction River Drive from Aviation Way north to Wisconsin National Guard Armory; reroute and construct Boomer Street to allow Runway 23/05 serve as a listed 5,000' runway; reconstruct Runway 23/05 and/or add an additional 200 feet of pavement to 05 runway approach; construct additional paved parallel taxiway to runway 23/05; reconstruct taxiway paralleling Runway 23/05; install new airfield lighting; install taxiway lighting on all taxiways; demolish T-Bay hangars; construct two new community hangars; install security/deer fencing around the parameter of the airport; install security gates to airport grounds; Expand ramp for additional aircraft storage pavement to the east of present tie-down area; perform an Environmental Assessment of extending Runway 23/05 and its proposed parallel taxiway as well as the proposed taxiway paralleling Runway 11/29; close and remove Jefferson Road from frontage road to Aviation Way; add additional GPS approaches to Runways 11/29 and 23/05; purchase snow removal equipment; construct additional automobile parking areas; purchase avigation easements to runway obstructions; purchase properties obstructing a 5,000 listing of runways 23/05; construct a new terminal building; construct business complex next to Holiday Inn Express; purchase all-terrain vehicle capable of maintain airport grounds; construct bay of T-hangars south of present T-hangars accessing Taxiways E & F; remark all runways and adjacent taxiways; sealcoat and crack seal aircraft tie-down area and Taxiways C, D, F, G and aircraft tarmac, install security camera at various places around airport; Sealcoat & crackfill airport pavements; conduct wildlife site assessment; reimburse adoption of land use zoning ordinance; develop hangar area; reconstruct parallel taxiway to Runway 11/29; reconstruct hangar taxiways; reconstruct ramp; clear and maintain runway approaches as stated in Wis. Admin. Code Trans §55, and any necessary related work.



**CERTIFICATION**

I, Cynthia Rupprecht, Clerk of the City of Watertown, Wisconsin, do hereby certify that the foregoing is a correct copy of a resolution introduced at a regular meeting of the Common Council on April 19, 2016, adopted by a majority vote, and recorded in the minutes of said meeting.

Cynthia D. Rupprecht  
Clerk

DATE:	YES	NO
McFARLAND	✓	
SMITH	✓	
BERG 1	✓	
LARSEN		✓
ZGONC 2	✓	
RAETHER	✓	
TIETZ	✓	
MARON	✓	
ROMLEIN	✓	
MAYOR DAVID		
TOTAL	8	1

ADOPTED April 19, 2016  
Cynthia D. Rupprecht  
CITY CLERK/TREASURER

APPROVED April 19, 2016  
John David  
MAYOR

# AGENCY AGREEMENT AND FEDERAL BLOCK GRANT OWNER ASSURANCES

## Department of Transportation Bureau of Aeronautics Madison, Wisconsin

WHEREAS, the City of Watertown, Jefferson County, Wisconsin, hereinafter referred to as the sponsor, desires to sponsor an airport development project to be constructed with federal aid and/or state aid, specifically, the Watertown Municipal Airport project to:

Reconstruct Runway 11/29; construct taxiway parallel to the total length of Runway 11/29; removal of Runway 11 obstruction River Drive from Aviation Way north to Wisconsin National Guard Armory; reroute and construct Boomer Street to allow Runway 23/05 serve as a listed 5,000' runway; reconstruct Runway 23/05 and/or add an additional 200 feet of pavement to 05 runway approach; construct additional paved parallel taxiway to runway 23/05; reconstruct taxiway paralleling Runway 23/05; install new airfield lighting; install taxiway lighting on all taxiways; demolish T-Bay hangars; construct two new community hangars; install security/deer fencing around the parameter of the airport; install security gates to airport grounds; Expand ramp for additional aircraft storage pavement to the east of present tie-down area; perform an Environmental Assessment of extending Runway 23/05 and its proposed parallel taxiway as well as the proposed taxiway paralleling Runway 11/29; close and remove Jefferson Road from frontage road to Aviation Way; add additional GPS approaches to Runways 11/29 and 23/05; purchase snow removal equipment; construct additional automobile parking areas; purchase avigational easements to runway obstructions; purchase properties obstructing a 5,000 listing of runways 23/05; construct a new terminal building; construct business complex next to Holiday Inn Express; purchase all-terrain vehicle capable of maintain airport grounds; construct bay of T-hangars south of present T-hangars accessing Taxiways E & F; remark all runways and adjacent taxiways; sealcoat and crack seal aircraft tie-down area and Taxiways C, D, F, G and aircraft tarmac, install security camera at various places around airport; Sealcoat & crackfill airport pavements; conduct wildlife site assessment; reimburse adoption of land use zoning ordinance; develop hangar area; reconstruct parallel taxiway to Runway 11/29; reconstruct hangar taxiways; reconstruct ramp; clear and maintain runway approaches as stated in Wis. Admin. Code Trans §55, and any necessary related work.

WHEREAS, the sponsor adopted a resolution on Apr. 19, 2016, a copy of which is attached and the prescribed terms and conditions of which are fully incorporated into this agreement, designating the Secretary as its agent and requesting the Secretary to act as such as set forth in the resolution, and agreeing to maintain and operate the airport in accordance with certain conditions; and

**AGENCY AGREEMENT**.....

WHEREAS, upon such request, the Secretary is authorized by law to act as agent for the sponsor until financial closing of this project;

NOW THEREFORE, the sponsor and the Secretary do mutually agree that the Secretary shall act as the sponsor's agent in the matter of the airport development as provided by law and as set forth in the referenced resolution; provided, however, that the Secretary is not required to provide legal services to the sponsor.

By: SECRETARY OF TRANSPORTATION

David M. Greene, Director (Date)  
Bureau of Aeronautics

**FEDERAL BLOCK GRANT OWNER ASSURANCES**.....

WHEREAS, the sponsor does agree to the conditions established in Wis. Admin. Code Trans §55, and for projects receiving federal aid, to the attached federal sponsor assurances, which are a condition of a federal grant of funds.

The federal block grant owner assurances shall remain in full force and effect throughout the useful facilities developed under this project, but in any event not to exceed twenty (20) years from the date of the finding (except for land projects, which shall run in perpetuity);

Section 4, Item J.

Acceptance: The sponsor does hereby accept the agency agreement and the federal block grant owner assurances.

Sponsor: The City of Watertown, Jefferson County, Wisconsin

John David  
Name  
MAYOR  
Title  
4/19/2016  
Date

Cynthia D. Puppert  
Name  
CLERK / TREASURER  
Title  
4/19/2016  
Date

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104dev./r.05/06/2014

**RESOLUTION PETITIONING  
THE SECRETARY OF TRANSPORTATION  
FOR AIRPORT IMPROVEMENT AID  
BY**

**Watertown City Council  
Jefferson County, Wisconsin**

WHEREAS, the City of Watertown, Jefferson County, Wisconsin hereinafter referred to as the sponsor, being a municipal body corporate of the State of Wisconsin, is authorized by Wis. Stat. §114.11, to acquire, establish, construct, own, control, lease, equip, improve, maintain, and operate an airport, and

WHEREAS, the sponsor desires to develop or improve the Watertown Municipal Airport, Jefferson County, Wisconsin,

**"PETITION FOR AIRPORT PROJECT"**

WHEREAS, the foregoing proposal for airport improvements has been referred to the city plan commission for its consideration and report prior to council action as required by Wis. Stat. §62.23(5), and

WHEREAS, airport users have been consulted in formulation of the improvements included in this resolution, and

WHEREAS, a public hearing was held prior to the adoption of this petition in accordance with Wis. Stat. §114.33(2) as amended, and a transcript of the hearing is transmitted with this petition, and

THEREFORE, BE IT RESOLVED, by the sponsor that a petition for federal and (or) state aid in the following form is hereby approved:

The petitioner, desiring to sponsor an airport development project with federal and state aid or state aid only, in accordance with the applicable state and federal laws, respectfully represents and states:

1. That the airport, which it is desired to develop, should generally conform to the requirements for a general aviation type airport as defined by the Federal Aviation Administration.
2. The character, extent, and kind of improvements desired under the project are as follows: Reconstruct Runway 11/29; construct taxiway parallel to the total length of Runway 11/29; removal of Runway 11 obstruction River Drive from Aviation Way north to Wisconsin National Guard Armory; reroute and construct Boomer Street to allow Runway 23/05 serve as a listed 5,000' runway; reconstruct Runway 23/05 and/or add an additional 200 feet of pavement to 05 runway approach; construct additional paved parallel taxiway to runway 23/05; reconstruct taxiway paralleling Runway 23/05; install new airfield lighting; install taxiway lighting on all taxiways; demolish T-Bay hangars; construct two new community hangars; install security/deer fencing around the parameter of the airport; install security gates to airport grounds; Expand ramp for additional aircraft storage pavement to the east of present tie-down area; perform an Environmental Assessment of extending Runway 23/05 and its proposed parallel taxiway as well as the proposed taxiway paralleling Runway 11/29; close and remove Jefferson Road from frontage road to Aviation Way; add additional GPS approaches to Runways 11/29 and 23/05; purchase snow removal equipment; construct additional automobile parking areas; purchase aviation easements to runway obstructions; purchase properties obstructing a 5,000 listing of runways 23/05; construct a new terminal building; construct business complex next to Holiday Inn Express; purchase all-terrain vehicle capable of maintain airport grounds; construct bay of T-hangars south of present T-hangars accessing Taxiways E & F; remark all runways and adjacent taxiways; sealcoat and crack seal aircraft tie-down area and Taxiways C, D, F, G and aircraft tarmac, install security camera at various places around airport; Sealcoat & crackfill airport pavements; conduct wildlife site assessment; reimburse adoption of land use zoning ordinance; develop hangar area; reconstruct parallel taxiway to Runway 11/29; reconstruct hangar taxiways; reconstruct ramp; clear and maintain runway approaches as stated in Wis. Admin. Code Trans §55, and any necessary related work.

- 3. That the airport project, which your petitioner desires to sponsor, is necessary for the following reasons: to meet the existing and future needs of the airport.

WHEREAS, it is recognized that the improvements petitioned for as listed will be funded individually or collectively as funds are available, with specific project costs to be approved as work is authorized, the proportionate cost of the airport development projects described above which are to be paid by the sponsor to the Secretary of the Wisconsin Department of Transportation (hereinafter referred to as the Secretary) to be held in trust for the purposes of the project; any unneeded and unspent balance after the project is completed is to be returned to the sponsor by the Secretary; the sponsor will make available any additional monies that may be found necessary, upon request of the Secretary, to complete the project as described above; the Secretary shall have the right to suspend or discontinue the project at any time additional monies are found to be necessary by the Secretary, and the sponsor does not provide the same; in the event the sponsor unilaterally terminates the project, all reasonable federal and state expenditures related to the project shall be paid by the sponsor; and

WHEREAS, the sponsor is required by Wis. Stat. §114.32(5) to designate the Secretary as its agent to accept, receive, receipt for and disburse any funds granted by the United States under the Federal Airport and Airway Improvement Act, and is authorized by law to designate the Secretary as its agent for other purposes.

**"DESIGNATION OF SECRETARY OF TRANSPORTATION AS SPONSOR'S AGENT"**

THEREFORE, BE IT RESOLVED, by the sponsor that the Secretary is hereby designated as its agent and is requested to agree to act as such, in matters relating to the airport development project described above, and is hereby authorized as its agent to make all arrangements for the development and final acceptance of the completed project whether by contract, agreement, force account or otherwise; and particularly, to accept, receive, receipt for and disburse federal monies or other monies, either public or private, for the acquisition, construction, improvement, maintenance and operation of the airport; and, to acquire property or interests in property by purchase, gift, lease, or eminent domain under Wis. Stat. §32.02; and, to supervise the work of any engineer, appraiser, negotiator, contractor or other person employed by the Secretary; and, to execute any assurances or other documents required or requested by any agency of the federal government and to comply with all federal and state laws, rules, and regulations relating to airport development projects.

FURTHER, the sponsor requests that the Secretary provide, per Wis. Stat. §114.33(8)(a), that the sponsor may acquire certain parts of the required land or interests in land that the Secretary shall find necessary to complete the aforesaid project.

**"AIRPORT OWNER ASSURANCES"**

AND BE IT FURTHER RESOLVED that the sponsor agrees to maintain and operate the airport in accordance with certain conditions established in Wis. Admin. Code Trans §55, or in accordance with sponsor assurances enumerated in a federal grant agreement.

AND BE IT FURTHER RESOLVED THAT THE Mayor and City Clerk be authorized to sign and execute the agency agreement and federal block grant owner assurances authorized by this resolution.

RESOLUTION INTRODUCED BY: KEN BERG

Aldersperson

STEVE ZGONC

Aldersperson

**CERTIFICATION**

I, Cynthia Rupprecht, Clerk of the City of Watertown, Wisconsin, do hereby certify that the foregoing is a correct copy of a resolution introduced at a regular meeting of the Common Council on April 19, 2016, adopted by a majority vote, and recorded in the minutes of said meeting.

Cynthia D. Rupprecht  
Clerk

This is to certify that I have compared the attached copy with the original record now on file in my office and that the same is a correct transcript thereof and of the whole thereof. In Testimony Whereof, I have hereunto subscribed my name and affixed the seal of the City of Watertown this April 19<sup>th</sup> day of April, 2016.

Cynthia D. Rupprecht  
City Clerk/Treasurer

ADOPTED April 19, 2016  
Cynthia D. Rupprecht  
CITY CLERK/TREASURER

APPROVED April 19, 2016  
John David  
MAYOR

# AGENCY AGREEMENT AND FEDERAL BLOCK GRANT OWNER ASSURANCES

## Department of Transportation Bureau of Aeronautics Madison, Wisconsin

WHEREAS, the City of Watertown, Jefferson County, Wisconsin, hereinafter referred to as the sponsor, desires to sponsor an airport development project to be constructed with federal aid and/or state aid, specifically, the Watertown Municipal Airport project to:

Reconstruct Runway 11/29; construct taxiway parallel to the total length of Runway 11/29; removal of Runway 11 obstruction River Drive from Aviation Way north to Wisconsin National Guard Armory; reroute and construct Boomer Street to allow Runway 23/05 serve as a listed 5,000' runway; reconstruct Runway 23/05 and/or add an additional 200 feet of pavement to 05 runway approach; construct additional paved parallel taxiway to runway 23/05; reconstruct taxiway paralleling Runway 23/05; install new airfield lighting; install taxiway lighting on all taxiways; demolish T-Bay hangars; construct two new community hangars; install security/deer fencing around the parameter of the airport; install security gates to airport grounds; Expand ramp for additional aircraft storage pavement to the east of present tie-down area; perform an Environmental Assessment of extending Runway 23/05 and its proposed parallel taxiway as well as the proposed taxiway paralleling Runway 11/29; close and remove Jefferson Road from frontage road to Aviation Way; add additional GPS approaches to Runways 11/29 and 23/05; purchase snow removal equipment; construct additional automobile parking areas; purchase avigational easements to runway obstructions; purchase properties obstructing a 5,000 listing of runways 23/05; construct a new terminal building; construct business complex next to Holiday Inn Express; purchase all-terrain vehicle capable of maintain airport grounds; construct bay of T-hangars south of present T-hangars accessing Taxiways E & F; remark all runways and adjacent taxiways; sealcoat and crack seal aircraft tie-down area and Taxiways C, D, F, G and aircraft tarmac, install security camera at various places around airport; Sealcoat & crackfill airport pavements; conduct wildlife site assessment; reimburse adoption of land use zoning ordinance; develop hangar area; reconstruct parallel taxiway to Runway 11/29; reconstruct hangar taxiways; reconstruct ramp; clear and maintain runway approaches as stated in Wis. Admin. Code Trans §55, and any necessary related work.

WHEREAS, the sponsor adopted a resolution on \_\_\_\_\_, 20\_\_\_\_, a copy of which is attached and the prescribed terms and conditions of which are fully incorporated into this agreement, designating the Secretary as its agent and requesting the Secretary to act as such as set forth in the resolution, and agreeing to maintain and operate the airport in accordance with certain conditions; and

**AGENCY AGREEMENT.....**

WHEREAS, upon such request, the Secretary is authorized by law to act as agent for the sponsor until financial closing of this project;

NOW THEREFORE, the sponsor and the Secretary do mutually agree that the Secretary shall act as the sponsor's agent in the matter of the airport development as provided by law and as set forth in the referenced resolution; provided, however, that the Secretary is not required to provide legal services to the sponsor.

By: SECRETARY OF TRANSPORTATION

David M. Greene, Director (Date)  
Bureau of Aeronautics

**FEDERAL BLOCK GRANT OWNER ASSURANCES .....**

WHEREAS, the sponsor does agree to the conditions established in Wis. Admin. Code Trans §55, and for projects receiving federal aid, to the attached federal sponsor assurances, which are a condition of a federal grant of funds.

The federal block grant owner assurances shall remain in full force and effect throughout the useful facilities developed under this project, but in any event not to exceed twenty (20) years from the date of the finding (except for land projects, which shall run in perpetuity);

Acceptance: The sponsor does hereby accept the agency agreement and the federal block grant owner assurances.

Sponsor: The City of Watertown, Jefferson County, Wisconsin

John David  
Name  
MAYOR  
Title  
4-19-2016  
Date

Cynthia D. Ruppel  
Name  
Clerk/Treasurer  
Title  
4-19-2016  
Date

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104dev.r.05/06/2014

**DRAFT RESOLUTION TO  
SUPPORT COMMUNITY PROJECT FUNDING  
FOR AIRPORT RUNWAY RECONSTRUCTION/EXTENSION PROJECT**

**SPONSOR: MAYOR STOCKS  
FROM: FINANCE COMMITTEE**

**WHEREAS**, The City of Watertown is interested in acquiring Community Project Funding through Congressman Fitzgerald’s office for the purpose of completing required studies and design for the reconstruction and extension of Runway 5/23 at the Watertown Municipal Airport; and,

**WHEREAS**, the City of Watertown in partnership with the Wisconsin Department of Transportation-Bureau of Aeronautics has planned for and executed preparations for the reconstruction and extension of Runway 5/23 through land acquisition, building demolition and the relocation of a portion of Boomer Street; and,

**WHEREAS**, the City of Watertown’s lease with Wisconsin Aviation Inc. confirms that the City reserves the right to further develop or improve the landing areas of the airport as it sees fit; and,

**WHEREAS**, City and regional growth and development along with community support are increasing the need for reconstruction and extension of Runway 5/23 in the near future; and,

**WHEREAS**, the Wisconsin Department of Transportation-Bureau of Aeronautics estimates the cost of required studies and design at approximately \$760,000; and,

**WHEREAS**, if the City receives Community Project Funding through Congressman Fitzgerald’s office for required studies and design of runway reconstruction and extension, the funding award would need to be obligated within 12 months of the award and may cover the cost of the required studies and design up to \$760,000, and the City’s cost share of \$76,000 (10%) is anticipated to be split between City (5%) and WisDOT (5%); and,

**WHEREAS**, funds will be requested from Account #05-54-53-70 Capital Projects-Airport be appropriated for the City of Watertown’s cost-share portion for the Community Project Funding, if awarded.

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

The Common Council of the City of Watertown hereby authorizes the Mayor to act on the behalf of the City of Watertown as the authorized responsible governmental official, to sign and submit an application to Congressman Fitzgerald’s office for any financial aid that may be available, sign a grant agreement on behalf of the City of Watertown to accept Community Project Funding through Transportation, Housing and Urban Development, and related agencies, appropriate Account #05-54-53-70 Capital Projects-Airport for the cost-share portion, sign and submit reimbursement claims along with necessary supporting documents, sign and submit interim and final reports and documents, take necessary action to undertake, direct and complete the approved project; and that the City of Watertown shall comply with all state and federal laws, regulations

and permit requirements pertaining to implementation of this project and to fulfillment of the grant document provisions.

	YES	NO
DAVIS		
LAMPE		
BERG		
BARTZ		
BLANKE		
SMITH		
ARNETT		
WETZEL		
MOLDENHAUER		
MAYOR STOCKS		
TOTAL		

ADOPTED April 6, 2026

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

APPROVED April 6, 2026

\_\_\_\_\_  
MAYOR

# MEMO

## Engineering Division of the Public Works Department

To: Mayor Stocks and Committee Members  
From: Andrew Beyer, P.E., Public Works Director  
Date: March 18, 2026  
Subject: Finance Committee Meeting of March 23, 2026

### Review and take possible action: 1514 Oconomowoc Avenue Lease Agreement

#### Background

At its March 16, 2026, meeting, the Park, Recreation, and Forestry Commission reviewed and approved a proposed lease agreement for the use of a portion of City owned property at 1514 Oconomowoc Avenue (Kolata Park).

A resident adjacent to the property has requested permission to utilize a portion of the site for vegetable cultivation. The request involves an open field area within the approximately 10 acre parcel.

The proposed lease area is approximately one acre in size and is located within the field portion of the property, set back roughly 15 feet from the property line. A map delineating the lease area is included as Exhibit A to the agreement.

Through discussions with City staff, the resident indicated that the area would be used for gardening and vegetable cultivation. As part of the arrangement, the lessee would maintain the leased area, reducing the need for routine mowing by City staff in that portion of the park property.

The City Attorney's Office has prepared a lease agreement outlining the terms and conditions for use of the property, including insurance requirements and limitations on use. The potential lessee has indicated they are able to meet the required insurance coverage limits and will obtain coverage upon final approval of the agreement.

The Park, Recreation, and Forestry Commission recommended approval of the lease agreement to the Plan Commission, Finance Committee, and Common Council.

## Budget Goal

2. Proactively maintains and improves our parks and infrastructure to ensure safety, quality, and equity
4. Fosters community growth by assessing opportunities, stakeholder input, environmental needs, and modern code and policy priorities

## Financial Impact

The proposed lease would allow a portion of the field at Kolata Park to be maintained by the lessee for gardening and vegetable cultivation. As a result, the City would see a minor reduction in operational costs associated with routine mowing and maintenance of that portion of the property.

No City funds are required to implement the agreement, and the lease does not obligate the City to provide improvements or ongoing maintenance within the leased area.

## Recommendation

Staff recommends that the Plan Commission and Finance Committee review the proposed lease agreement and forward a recommendation to the Common Council regarding approval.

Attachments:

- Draft Lease Agreement

**LEASE AGREEMENT BETWEEN  
THE CITY OF WATERTOWN  
AND  
TIMOTHY MIELKE**

This Lease Agreement (“Agreement”) is made by and between the City of Watertown, a Wisconsin municipal corporation, (“City”) and Timothy Mielke (“Mielke”).

**WHEREAS**, City owns property located at 1514 Oconomowoc Avenue, Watertown, WI, (the “Leased Premises”), which is currently zoned Single Family Residential and is vacant; and

**WHEREAS**, Mielke has expressed interest in leasing a portion of the Leased Premises for personal recreational and gardening purposes; and

**NOW, THEREFORE, BE IT RESOLVED**, that City and Mielke mutually agree on the following terms and conditions for use of the site.

**1. Premises & Use.**

- a. In consideration of the covenants contained herein and other valuable consideration, the City hereby leases to Mielke the Leased Premises as shown in Exhibit A.
- b. Mielke shall limit his use of the Leased Premises to his personal recreational and gardening purposes.
- c. Mielke shall not utilize the Leased Premises for any commercial or other business endeavor, or for any other purpose not set forth in this Agreement without the express written consent of the City.

**2. Rents.** In lieu of rent payments, Mielke shall mow the Leased Premises and ensure full compliance with all City ordinances, state and federal laws for the Leased Premises. This includes, but is not limited to, the following City ordinances:

- Weeds
- Exterior Property Maintenance

**3. Mielke’s Obligations.**

- a. Mielke shall permit City or its duly authorized agents to enter upon the Leased Premises at all times for any reason.
- b. The Leased Premises shall be maintained in a neat, clean, and attractive condition at all times.
- c. Mielke shall not permit the Leased Premises to be used for any immoral or unlawful purpose or purpose that will injury the reputation of the City. Mielke’s use of the Leased Premises shall not extend to any other public property.

**4. City’s Obligations.**

- a. City shall not be liable for any damage to any property of Mielke, at any time, that is stored or kept on the Leased Premises.
- b. City shall have the right to dispose of any property left on the Leased Premises, without liability, thirty (30) days after Mielke vacates or abandons the Leased Premises, in accordance with the laws of Wisconsin.

- c. **Snow Storage.** The Parties acknowledge that the Leased Premises has historically been utilized by the City for municipal snow storage as part of its winter maintenance operations. The City retains the right to deposit, store, move, and remove snow and ice onto the Leased Premises at any time as reasonably necessary without notice to Mielke for municipal operations. Mielke acknowledges that such activities may occur during the term of this Agreement and may disturb or damage soil conditions, garden areas, vegetation, or other improvements on the Leased Premises. The City shall not be responsible for any such disturbance or damage resulting from snow storage or snow removal operations.
5. **Term of Lease.** Mielke shall have and hold said Leased Premises for a term of one (1) year, commencing on the 1st day of April, 2026, and expiring on the 31<sup>st</sup> day of March, 2027, subject to the renewal term set out below. This Agreement will renew on a one (1) year basis upon the same terms for five (5) additional renewals. Any party wishing not to renew this lease shall give notice of such intention in writing to the other party on or at least ninety (90) days prior to the expiration of the lease term.
6. **Insurance.** Mielke shall provide proof of insurance with general liability coverage of \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate; umbrella liability of \$2,000,000.00 per occurrence and aggregate. A certificate naming City as an additional insured shall be provided to City annually.
7. **Indemnification.** Mielke shall be liable to and hereby agrees to indemnify, defend and hold harmless the City, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from Mielke's acts or omissions in the performance of this Agreement, whether caused by or contributed to by the negligence of the City, its officers, officials, agents, or its employees.
8. **Revocation of Lease.**
- a. This Agreement shall be revocable if Mielke neglects or fails to perform or observe any of the covenants of this Agreement. If City learns of any such defect, City shall provide written notice to Mielke that specifies the defect. Mielke shall have thirty (30) days after City has given written notice to cure such defect.
  - b. After any revocation, Mielke shall immediately quit and surrender possession of the Leased Premises.
  - c. After any revocation, City shall have the right to re-enter and take possession of the Leased Premises forthwith. Neither City nor its agents or employees, shall be liable for any damages because of such revocation.
9. **No Assignment or Sublease.** The rights provided to Mielke under this Agreement may not be assigned, transferred, subleased, hypothecated, or otherwise disposed of, nor shall the control of the Leased Premises or any interest therein, or any part thereof, be granted by Mielke to any other person or entity.

- 10. **Third Party Beneficiary.** This Agreement including, but not limited to, indemnification provisions, is for the benefit of the Parties only and does not create, nor is it intended to create any benefit or liability to third parties.
- 11. **Relationship of the Parties.** It is understood that this is an Agreement by and between independent contractor(s) and is not intended to, and will not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of independent contractor.
- 12. **Notices.** All notices, statements, demands, requests, consents, approvals, authorizations, appointments or designations hereunder by either Party to the other will be in writing and will be deemed given and served upon the Party if delivered personally or via U.S. mail, addressed as follows:

**To City:**  
City of Watertown  
City Clerk  
106 Jones Street  
Watertown, WI 53094

**With copies to:**  
City of Watertown  
Director of Public Works/City Engineer  
106 Jones Street  
Watertown, WI 53094  
[abeyer@watertownwi.gov](mailto:abeyer@watertownwi.gov)

City of Watertown  
Director of Parks, Recreation and Forestry  
514 South 1<sup>st</sup> Street  
Watertown, WI 53094

**To Mielke:**  
Timothy Mielke  
435 East Water Street  
Watertown, WI 53094

- 13. **Non-Waiver.** The failure of any Party to insist upon the strict performance of any of the terms, conditions or covenants in this Agreement will not be deemed a waiver of any right or remedy that any Party may have and will not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions or covenants herein contained.
- 14. **Authority.** The Parties each warrant and represent to the other that they have the full legal authority to enter into this Agreement.

- 15. **Entire Agreement.** This Agreement sets forth all the covenants, promises, agreements, conditions, and understandings between City and Mielke. There are no covenants, promises, agreements, conditions, or understandings, either oral or written, between the Parties other than as herein set forth. No alteration, amendment, change, or addition to this Agreement shall be binding upon the Parties unless in writing and signed by both Parties.
- 16. **Jurisdiction and Venue.** Any action at law or in equity brought under this Agreement for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in Jefferson County, Wisconsin, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county.
- 17. **Paragraph Headings.** Paragraph headings as used herein are for convenience only and will not be deemed to be a part of such paragraphs and will not be construed to change the meaning thereof.
- 18. **Limitation of Municipal Liability.** Nothing contained within this Agreement is intended to be a waiver or estoppel of Watertown or its insurer, to rely upon the limitations, defenses, and immunities contained within Sections 345.05 and 893.80, Wis. Stats. To the extent that indemnification is available and enforceable, City or its insurer, shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin law.
- 19. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which is deemed to be an original.
- 20. **Severability.** If any term of this Agreement is held unenforceable by a court having jurisdiction, then to the extent the unenforceable term can be severed from the remainder of this Agreement without affecting the enforceability of the remainder of this Agreement or substantially frustrating its purpose, it will be so severed, and the remainder of this Agreement will remain in effect and enforceable.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed the day, and year first written below.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF WATERTOWN

BY: \_\_\_\_\_  
Robert Stocks, Mayor

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Timothy Mielke



**EXHIBIT A**  
**MAP OF LEASED PREMISES**



**ADDENDUM TO MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF WATERTOWN AND THE WATERTOWN MAIN STREET  
PROGRAM**

This Addendum is made this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the City of Watertown (City), a Wisconsin municipal corporation, and the Watertown Main Street Program (WMSP).

**RECITALS**

WHEREAS, the City and WMSP entered into a Memorandum of Understanding (“MOU”) for the provision of downtown management services, effective January 1, 2026; and

WHEREAS, the Parties desire to expand the scope of services for a limited time period under the MOU to include concert programming at the Bentzin Family Town Square.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the Parties agree as follows:

1. **Additional Services.** WMSP shall organize and manage up to five (5) concerts at the Bentzin Family Town Square during the 2026 calendar year. Such services shall include planning, coordination, promotion, and on-site management necessary to execute each concert event. WMSP shall coordinate with City staff regarding the concert events. WMSP shall comply with all City ordinances and policies applicable to Special Events, including applying for and obtaining a Special Event Permit. Permit fees for the City-sponsored events shall be waived.
2. **Compensation.** The City shall pay WMSP an additional Two Thousand Dollars (\$2,000.00) per concert organized under this Addendum. Payment shall be made following each concert upon receipt of an invoice from WMSP. The City will allocate funding from the SFTS Futures Fund for this compensation, as well as any balance for band contracts covered under this Addendum.
3. **Sponsorship Revenue.** WMSP shall retain in full all sponsorship revenue for the concerts covered under this Addendum that is obtained after the effective date of this Addendum. This provision does not apply to any sponsorships secured prior to the effective date of this Addendum, which will be retained by the City.
4. **Term.** This Addendum shall be effective \_\_\_\_\_, 2026, and shall remain in effect through December 31, 2026, unless terminated earlier in accordance with the terms of the MOU. This Addendum expires automatically at the end of the 2026 calendar year unless renewed in writing by both Parties.
5. **Insurance.** The concert events covered under this Addendum are City events that are subject to the City’s oversight and approval. WMSP is a third-party vendor acting as an

agent of the City for the purposes of organizing and managing the City events covered under this Addendum. The City will provide insurance coverage for the concert events covered under this Addendum; however, such insurance coverage shall not apply to any other WMSP events.

- 6. **Relation to the MOU.** Except as expressly modified by this Addendum, all terms and conditions of the MOU shall remain in full force and effect.

Signed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**CITY OF WATERTOWN**

**WATERTOWN MAIN STREET PROGRAM**

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

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

Robert Stocks, Mayor

Ron Counsell, WMSP Board President

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

Megan Dunneisen, City Clerk

Brian Konz, WMSP Treasurer

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made this 1 day of January 2026, between the City of Watertown (City), a Wisconsin municipal corporation, and the Watertown Main Street Program (WMSP).

WITNESSETH: A vibrant and economically prosperous downtown is key to attracting new residential growth and commercial development in Watertown. The WMSP was created in April 2000 and subscribes to the Main Street four-point approach for downtown revitalization:

- Economic Vitality
- Design & Beautification
- Historic Preservation
- Promotion & Community Engagement

Following these guidelines, the City and WMSP work collaboratively to inspire reinvestment and renewal in the City's historic business district. To maintain clear and open communication with the City, a member of the Watertown Common Council has held a seat on the WMSP Board of Directors since the organization's founding and will continue to have a seat on the Board during the term of this MOU.

The City and WMSP desire to continue the excellent progress that has been made toward downtown revitalization and beautification, and to expand upon its positive, collaborative working relationship. To further this endeavor, the City and WMSP hereby agree:

1. WMSP shall provide the following downtown management services:

- a) Administer the annual façade grant fund at a level of no less than \$15,000.00 and provide free technical design assistance to downtown merchants and building owners.
- b) Serve as a point-of-contact for new downtown building and business owners.
- c) Support the Building, Safety & Zoning Department in efforts to identify, enforce and mitigate building code violations downtown.
- d) Assist property owners with permitting and approvals process for building renovation projects.
- e) Recruit new businesses to the downtown area where applicable, provide marketing assistance and technical support for existing businesses.
- f) Provide connection between merchants/building owners and City Hall.
- g) Maintain email communication list of downtown merchants and building owners.
- h) Purchase, plant and care for Main Street flowers.
- i) Provide funding for lamppost banners.

- j) Control weeds, remove trash and perform other services (through City services, volunteer labor and/or contracted services) to maintain attractive sidewalks, in accordance with the requirements set forth in the Code of the City of Watertown.
- k) Publish a downtown newsletter and handbook for care and restoration of downtown buildings.
- l) Support and advocate for small business growth and success.
- m) Ensure merchants feel included as part of the downtown family.
- n) Promote downtown accomplishments, events, and announcements through website, email, and social media channels.
- o) Host annual events and activities that draw critical mass to the downtown that include, but are not limited to, Luck of the Irish Bingo, Art on Main, Sidewalk Sales, Downtown Watertown Craft Beer Walk, Pumpkin Palooza, Women’s Only Weekend, and the programming of Santa House. At least three (3) of these events will include programming at the Bentzin Family Town Square.
- p) Discourage the use of Main Street for long-term deliveries and encourage the use of Main Street parking spaces for short-term customers. This does not include FedEx, UPS, Amazon, etc.
- q) Maintain or replace the “Santa House” trailer and applicable infrastructure (such as lighting, power cords, and ADA accessibility ramp). The City will store the Santa House and WMSP-owned ADA ramp.
- r) Hold semi-annual listening sessions for district businesses and building owners.
- s) Educate the downtown, elected/appointed City officials and the public on the City’s Master Plan and the Main Street Reconstruction Task Force Reconstruction Plan.

2. WMSP also administers the Tuesday Watertown Farmers’ Market at Riverside Park (May-October). The Market provides essential fresh fruits and vegetables to seniors and low-income residents of the community at an affordable cost.

3. Under this MOU, the City shall:

- a) Contribute \$30,000 annually to WMSP for a duration of one (1) year starting January 1, 2026 (payable in four (4) installments of \$7,500 paid by the end of the first month of each quarter). An additional \$5,000 will be contributed by the City to Watertown Main Street Program for the purpose of façade and sign grants. This money can be requested as utilized.
- b) Acknowledge the WMSP as the “voice” of the downtown. This will include responding to issues/complaints submitted to the City by WMSP, including but not limited to Streets, Forestry, Zoning, and non-emergency Police issues. The City will provide and schedule prompt service (when possible) to ensure the downtown area remains as friendly, clean and accessible to potential visitors.
- c) Provide specific guidance on how to improve enforcement of existing ordinances and request ordinance modifications in services of the WMSP goals.

- d) Work closely with the WMSP to provide Zoning and other enforcement information in conjunction with incentive services available through the WMSP, RDA, and other City entities to encourage Main Street owners and tenants to maintain their buildings in service of the WMSP goals.
  - e) Provide advance notice (when possible) to the WMSP of public works projects and of public works project updates in the district.
  - f) Use the WMSP as a conduit for City information for district building and business owners.
4. The WMSP Executive Board shall provide quarterly oral in-person and written reports to the Watertown Common Council. The reports will highlight the accomplishments of WMSP during the previous quarter (including but not limited to private/public monetary investment downtown, building vacancies, façade improvements made and promotion efforts) as well as progress made in achieving WMSP’s annual work plan objectives.
5. The WMSP will provide the City with a copy of its annual financial report in January, identifying all sources of income and expenses. The WMSP will also maintain a database of statistics related to downtown public and private building improvement projects, jobs created/retained, businesses that have opened or closed, the creation of upper-level residences, volunteer hours contributed, and other key metrics. The WMSP will present these statistics to the Common Council in March on an annual basis.
6. Since WMSP is partially supported by public funds, the minutes of its Board of Directors meeting will be filed with the City Clerk for review by the Common Council.
7. Since the WMSP depends on the Wisconsin Economic Development Corporation Main Street Program for training, technical assistance and coordination with other area programs, the WMSP will maintain its accreditation in the Wisconsin Main Street Program and will participate in the award program every year.
8. Miscellaneous
- a) Term – This MOU shall commence on January 1, 2026 (“Effective Date”) and shall remain in full force and effect until December 31, 2026, unless earlier terminated in accordance with the provisions of this MOU. Any extension or renewal of this MOU must be agreed to in writing by both Parties prior to the expiration of the initial term.
  - b) Termination – This MOU may be terminated by the City and WMSP at any point in time by providing at least ninety (90) days advance, written notice to the other party. Said termination can be made by either party, without cause.
  - c) Governing Law – This MOU shall be governed by and construed in accordance with the laws of the State of Wisconsin. The Parties agree that any legal action or proceeding arising under or relating to this MOU shall be brought exclusively in the state or federal courts located in Jefferson County, Wisconsin, and each Party hereby consents to the jurisdiction and venue of such courts.

d) Third Party – Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, or of partnership or of joint venture between the parties hereto. This MOU shall not be construed as or deemed to be an agreement for the benefit of any third party or parties. No third party or parties shall have any right of action under this MOU for any cause whatsoever.

e) Notices – All notices, demands, certificates, or other communications under this MOU shall be sufficiently given and shall be deemed given when hand delivered or forwarded by certified mail, return receipt requested, and proper address as indicated below:

To City:  
City Clerk  
City of Watertown  
106 Jones Street  
Watertown, WI 53094

With copies to:  
City Attorney  
City of Watertown  
106 Jones Street  
Watertown, WI 53094

To WMSP:  
Executive Director  
Watertown Main Street Program  
519 East Main Street  
Watertown, WI 53094

f) Limitation of Municipal Liability – Nothing contained within this MOU is intended to be a waiver or estoppel of City or its insurer to rely upon the limitations, defenses, and immunities contained within Sections 345.05 and 893.80, Wis. Stats. To the extent that indemnification is available and enforceable, City or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin law.

g) Severability – If any provision of this MOU is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such determination shall not affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect. The Parties agree to negotiate in good faith to replace any invalid or unenforceable provision with a valid and enforceable provision that most closely reflects the original intent of the Parties.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

Signed and approved this 24 day of February, 2026.

**CITY OF WATERTOWN**

**WATERTOWN MAIN STREET PROGRAM**

BY: Robert Stocks  
Robert Stocks, Mayor

BY: Ron Counsell  
Ron Counsell, WMSP Board President

ATTEST:

Megan Dunneisen  
Megan Dunneisen, City Clerk

Brian Konz  
Brian Konz, WMSP Treasurer