



FINANCE COMMITTEE MEETING AGENDA

MONDAY, JANUARY 09, 2023 AT 5:30 PM

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

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

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

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

1. CALL TO ORDER

2. REVIEW AND APPROVE MINUTES

A. Minutes of December 12, 2022

B. Minutes of December 20, 2022

3. BUSINESS

A. Discuss and recommend resolution providing for the sale of approximately \$3,995,000 General Obligation Promissory Notes

B. Review and take action: State/Municipal Agreement for Welsh Road Safety Improvements

C. Review and take action: State/Municipal Agreement for Dewey Avenue Reconstruction

D. Review and take action: Accept Urban Nonpoint Source & Storm Water Grant Award of \$150,000 for Yard Waste Site Stormwater Bioswale

E. Review and take action: Accept Urban Nonpoint Source & Storm Water Grant Award of \$49,785 for catch basins in 2023 street project area

F. Present updates to Riverfest transition plans

G. Review and take action: revisions to the 2023 Service Agreement between the City of Watertown, Wisconsin, and the Watertown Humane Society

H. Discuss and approve 2023 Liability Insurance change

I. Review 2023 Unclaimed Funds report

J. Convene into closed session per Wis. Stat. Sec. 19.85(1)(g) to confer with legal counsel of the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. (J. Thompson v. City of Watertown)

K. Reconvene into open session

4. ADJOURNMENT

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

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



FINANCE/TRANSIT COMMITTEE MEETING MINUTES

MONDAY, DECEMBER 12, 2022 AT 5:30 PM

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

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

Others present: Finance Director Mark Stevens, Attorney Steven Chesebro, City Clerk Megan Dunneisen, Public Health Coordinator Carol Quest, Water/WW Manager Pete Hartz, Public Works Director Jaynellen Holloway, Acting Street Superintendent Stacy Winkelman, Recreation/Parks Director Kristine Butteris (via video), Lisa Schwartz, Matt Willmann, Ald. Will Licht, Michelle Bainbridge, Laurie Grosenick, Tom Hahn.

1. **Call to order.** Mayor McFarland called the meeting to order at 5:31 p.m.
2. Review and approve: A motion to accept the **minutes of the November 21, 2022**, meeting was made by Ald. Lampe, seconded by Ald. Davis, and approved unanimously by voice vote.

A motion to accept the **minutes of the December 6, 2022**, meeting was made by Ald. Davis, seconded by Ald. Lampe, and approved unanimously by voice vote.
3. **Transit Fare Changes:** The Transit Committee members were present to discuss its recommendation for two fare proposals: **elderly/disabled from \$2.75 to \$3.00** and **Out-of-town trips from \$8.50 to \$10.00**. This will allow less necessity for loose change and take into consideration that transports out of town obviously removes the vehicle from aiding other requests for rides.

Finance Committee member Ald. Davis made the motion, supported by Ald. Ruetten, to pursue the next step of public notification for a **January 17, 2023 hearing date**. Approved by unanimous voice vote. Transit Commission member Mr. Hahn motioned, supported by Ms. Bainbridge, for the same date. Approved by unanimous voice vote of Transit Commission. Mr. Hahn motioned, seconded by Ald. Licht, to adjourn the Transit Commission meeting. Approved by unanimous voice vote of Transit Commission.
4. Review and take possible action: Kristine Butteris provided a review of the **position of Programming Event Coordinator** with the Parks, Recreation, and Forestry Department. Ald. Ruetten, seconded by Ald. Bartz, motioned to approve the advertisement of this position with a Grade K on the 2023 Pay Rate schedule. Approved by unanimous voice vote.
5. Review and take action: **payroll resolution for 2023**. The Section 2 language was modified to allow the Mayor to modify the pay chart to include any new positions budgeted for and approved by the Common Council as a grade consistent with the budgeted amount or to change a job title, provided the grade does not change. As well, department names have been removed from the Grade Order List to allow consistency with job titles across all departments. A motion was made by Ald. Ruetten, supported by Ald. Lampe, to recommend the resolution to the Common Council. Approved by unanimous voice vote.
6. Review and take action: **EMS Billing Write Offs**. Andrea Peters provided a list of ambulance billing write-offs because of statuses of deceased, unlocatable, or uncollectible. Ald. Davis moved, seconded by Ald. Bartz, to approve the write-off of \$31,302.96 for EMS billings. Approved by unanimous voice vote.

7. Review and take action: **Environmental Health Fee Schedule.** Carol Quest presented a resolution to update the Watertown/Jefferson County Environmental Health Consortium fee schedule. Reasoning:
 - a. Align our license categories to match the Department of Agriculture, Trade and Consumer Protection (DATCP). We are required to have licensing tiers set forth by the Wisconsin Food Code ATCP 75.
 - b. Update the DATCP reimbursement fee of 12% to our base fees
 - c. Adjusted late fees (mostly down) to a tiered approach dictated by applicable codes
 - d. Decreased transient/mobile inspection fees from \$50 to \$20

A motion was made by Ald. Lampe, seconded by Ald. Davis, to approve as presented. Approved unanimously by voice vote.
8. Review and take action: **Ordinance to Amend Chapter 428 Article IV Annual Riverfest Celebration of the City of Watertown General Ordinances.** A revision was presented to the committee at the meeting. Ald. Davis moved, seconded by Ald. Ruetten, to recommend to Common Council. Approved by voice vote with abstention of Ald. Lampe noted.
9. Review and take action: Approve the Resolution to **Allocate Fund 12 (Riverfest Funds) to the organization dedicated to hosting Riverfest.** Ald. Lampe introduced A Zimmerman, L Hulan, K Pugh, R Kaufman as the lead individuals that are forming a WI non-profit organization to continue the Riverfest festival. Some of the changes in the works include collection of advance revenues from sponsorships and discounted pre-payments, cost savings efforts, new and engaging events (specialty food items, local branding, band scheduling, swag sales), and music genres for each day. A motion was made by Ald. Davis, supported by Ald. Ruetten, to recommend the resolution to Common Council with changes (wait for organization name, change specific dollar amount to be "remaining balance as of December 31," change "authorized to enter into an agreement" to "authorized to negotiate an agreement."). Approved by voice vote with abstention of Ald. Lampe noted.
10. Review and update: **Wastewater Capital Improvement Plan 2022**, provide awareness of aeration system upgrade project expense balance carry over into 2023. Pete Hartz provided a review of the status of project expense carry over. This project is funded with fund balance; there is no external borrowing.
11. Review and update: **Water Capital Improvement expense 2022**, provide awareness of an emergency purchase for a new HVAC furnace at the West Drinking Water Treatment Plant expense carry over into 2023. Pete Hartz provided a review of the status of project expense carry over. This project is funded with fund balance; there is no external borrowing.
12. Review and take action: **hire Aaron Giles** to fill the open vacancy with the wastewater team as the **Maintenance & Facilities Foreman** at Grade M, Step 1 [\$32.75/hr.], and permission to offer to alternative candidate if necessary. Ald. Ruetten moved, seconded by Ald. Lampe, as presented. Approved by unanimous voice vote.
13. Review and take possible action: **purchase street sweeper** from RNOW of West Allis, WI for \$282,774.50. The City currently runs one street sweeper. To meet the existing street sweeping requirements under the MS4 permit (Municipal Separate Storm Sewer System) and to capture additional phosphorus credit, a second sweeper will be necessary to perform street sweeping and catch basin cleaning operations year-round, weather permitting. The quote is a low bid of two received and less than the 2023 budgeted amount of \$300,000. Ald. Bartz moved, seconded by Ald. Ruetten, as presented. Approved by unanimous voice vote.

14. Review and take possible action: Approve hiring **Stacy Winkelman** for the **Streets Operations Manager** at Grade R, Step 1. Motion made by Ald. Bartz, supported by Ald. Ruetten, to approve hiring effective January 1, 2023. Approved by unanimous voice vote.

Note: Ald. Davis excused herself from the meeting at this time.

15. Review and take possible action: Approve hiring **Matt Willmann** for the **Streets Assistant Operations Manager** at Grade M, Step 1. Motion made by Ald. Ruetten, supported by Ald. Bartz, to approve hiring effective January 1, 2023. Approved by unanimous voice vote.
16. Review and take possible action: Approve hiring **Tom Nickels** as a **Streets Working Foreman** Grade J, Step 5. Motion made by Ald. Ruetten, supported by Ald. Bartz, to approve hiring effective January 1, 2023. Approved by unanimous voice vote.

Approve hiring **Jason Heller** as a **Streets Working Foreman** at Grade J, Step 4. Motion made by Ald. Bartz, supported by Ald. Ruetten, to approve hiring effective January 1, 2023. Approved by unanimous voice vote.

17. Review and take possible action: Approve hiring **Chris Newberry** for the **Public Works Project Manager** at Grade M, Step 3. Motion made by Ald. Ruetten, supported by Ald. Bartz, to approve hiring effective January 1, 2023. Approved by unanimous voice vote.

Note: Mark Stevens excused himself from the meeting at this time.

18. Review and take action: **Sale of PIN 291-0815-0624-004**. Steven Chesebro presented a purchase and sale agreement from **BASO Holdings** for a parcel of city-owned vacant land on E. Horseshoe Road adjacent to the BASO property. A motion by Ald. Lampe, seconded by Ald. Ruetten, was made to counter the offer with removal of Sections 9.1 and 9.2 (Risk of Loss) and adjustment of Section 12.14 from "Right of First Refusal" to "Right of Claim for Profits." Approved by unanimous voice vote.

19. Convene into **closed session** per Wis. Stat. Sec. 19.85(1)(g) to confer with legal counsel of the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. (Indoor Pool Agreement.) Ald. Bartz, supported by Ald. Lampe, moved to initiate closed session. Approved by unanimous roll call vote.

20. Reconvene to open session

21. Adjournment. Ald. Ruetten moved to approve adjournment, seconded by Ald. Bartz, and carried by unanimous voice vote.

Respectfully submitted,

Mark Stevens, Finance Director

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



FINANCE COMMITTEE MEETING MINUTES

TUESDAY, DECEMBER 20, 2022 AT 6:45 PM

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

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

Others present: Finance Director Mark Stevens, Attorney Steven Chesebro, Alds Romlein and Smith

1. **Call to order.** Mayor McFarland called the meeting to order at 6:45 p.m.
2. **Year-end review of expenditures** has taken place. A list of accounts with both available funds from spending less than anticipated and other accounts where expenses exceeded the original budget has been compiled. There's an estimated \$250,000 in savings expected. Ald Davis moved, seconded by Ald Bartz, to recommend that City Council approve the **amendment of the 2022 General Fund budget** as presented. Approved by unanimous voice vote.
3. **2022 incomplete projects:** There are a few expenditures budgeted for 2022, but projects were not able to be completed during the year. Ald. Ruetten moved, supported by Ald Lampe, to recommend to City Council the amounts presented be **carried forward from the 2022 budget into the 2023 budget** for purchases to be completed in 2023. Approved by unanimous voice vote.
4. **Adjournment.** Ald. Ruetten moved to approve adjournment at 6:49 pm, seconded by Ald. Bartz, and carried by unanimous voice vote.

Respectfully submitted,

Mark Stevens, Finance Director

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



City of Watertown

2023 Financing

January 9, 2023

Bradley D. Viegut, Managing Director

bviegut@rwbaird.com
777 East Wisconsin Avenue
Milwaukee, WI 53202
Phone 414.765.3827

City of Watertown

2023 FINANCING

January 9, 2023

Summary of Financing

Issue:	General Obligation Promissory Notes
Estimated Size:	\$3,995,000
Purpose:	2023 Capital Improvement Projects
Structure:	Matures Annually 6/1/2024 – 6/1/2031
First Interest:	June 1, 2023
Callable:	2031 callable 6/1/2030
Estimated Interest Rate:	3.49%
Detailed Analysis:	Page 2

Tentative Timeline

- Finance Committee considers Plan of Finance January 9, 2023
- Council considers Initial Borrowing Resolution January 17, 2023
 - Preparations are made for issuance
 - ✓ Official Statement
 - ✓ Bond Rating
 - ✓ Marketing
- Council considers Award Resolution (finalizes terms and interest rates).....February 21, 2023
- Closing (funds available)..... March 14, 2023

City of Watertown

2023 FINANCING

January 9, 2023

Detailed Analysis

		2023 CIP			Overall Taxpayer Impact				
		\$3,995,000			General Fund				
		G.O. PROMISSORY NOTES							
		Dated March 14, 2023							
		(First interest 6/1/23)							
YEAR	NET	PRINCIPAL	INTEREST	TOTAL	FUTURE	COMBINED	COMBINED	YEAR	
DUE	GENERAL	(6/1)	(6/1 & 12/1)	(b)	BORROWINGS	DEBT	DEBT	DUE	
	FUND		TIC=		(c) (d)	SERVICE	MILL RATE		
			3.49%				(e)		
	EXISTING								
	DEBT								
	SERVICE								
	(a)								
2023	\$4,745,942		\$138,477	\$0	\$0	\$4,745,942	\$2.54	2023	
2024	\$4,456,031	\$310,000	\$186,225	\$411,167	\$0	\$4,867,198	\$2.55	2024	
2025	\$4,095,850	\$180,000	\$173,975	\$353,975	\$514,562	\$4,964,387	\$2.55	2025	
2026	\$3,536,138	\$175,000	\$165,100	\$340,100	\$1,188,925	\$5,065,163	\$2.55	2026	
2027	\$3,070,531	\$255,000	\$154,350	\$409,350	\$1,687,925	\$5,167,806	\$2.55	2027	
2028	\$2,500,531	\$715,000	\$130,100	\$845,100	\$1,819,425	\$5,165,056	\$2.50	2028	
2029	\$1,572,231	\$750,000	\$93,475	\$843,475	\$2,753,463	\$5,169,169	\$2.46	2029	
2030	\$1,186,406	\$785,000	\$55,100	\$840,100	\$3,140,488	\$5,166,994	\$2.41	2030	
2031	\$1,113,061	\$825,000	\$17,738	\$842,738	\$3,210,931	\$5,166,730	\$2.36	2031	
2032	\$726,403				\$4,441,744	\$5,168,146	\$2.31	2032	
2033	\$338,531				\$4,827,525	\$5,166,056	\$2.27	2033	
2034	\$337,581				\$4,831,169	\$5,168,750	\$2.22	2034	
2035	\$341,481				\$4,828,344	\$5,169,825	\$2.18	2035	
2036	\$340,231				\$4,829,050	\$5,169,281	\$2.14	2036	
2037	\$338,881				\$4,828,213	\$5,167,094	\$2.10	2037	
2038	\$338,244				\$4,830,725	\$5,168,969	\$2.05	2038	
2039	\$338,125				\$4,831,513	\$5,169,638	\$2.01	2039	
2040	\$337,722				\$4,830,544	\$5,168,266	\$1.97	2040	
	<u>\$29,713,922</u>	<u>\$3,995,000</u>	<u>\$1,114,539</u>	<u>\$4,886,004</u>	<u>\$57,394,543</u>	<u>\$91,994,469</u>			

(a) The City will make principal payments of \$5,325,000 in 2023.

(b) Hypothetical bid premium on estimated debt service in the amount of \$223,535.

(c) Assumes future borrowings of **\$3,740,000 for CIP in 2024 and \$3,000,000 annually thereafter** amortized over 8 years at 3.00%. Future borrowings also include \$11,000,000 to fund 2024 fire station construction amortized over 20 years beginning in 2025 at an estimated interest rate of 4.25%.

(d) This information is provided for information purposes only. It does not recommend any future issuances and is not intended to be, and should not be regarded as, advice.

(e) Mill rate based on 2022 Equalized Valuation (TID-OUT) of \$1,868,971,600 with 2.00% growth thereafter.

Resolution No. _____

RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY \$3,995,000
GENERAL OBLIGATION PROMISSORY NOTES

WHEREAS the City of Watertown, Jefferson and Dodge Counties, Wisconsin (the "City") is presently in need of approximately \$3,995,000 for public purposes, including paying the cost of 2023 capital projects, including street and bridge improvement projects, airport projects and other public works projects, municipal building improvements, recreation projects, aquatic center projects, senior/community center projects, park improvements and acquisition of police and fire equipment and other municipal equipment; and

WHEREAS it is desirable to borrow said funds through the issuance of general obligation promissory notes pursuant to Chapter 67, Wisconsin Statutes.

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

Section 1. Issuance of the Notes. The City shall issue its General Obligation Promissory Notes in an amount of approximately \$3,995,000 (the "Notes") for the purposes above specified.

Section 2. Sale of the Notes. The Common Council hereby authorizes and directs the officers of the City to take all actions necessary to negotiate the sale of the Notes to Robert W. Baird & Co. Incorporated ("Baird"). At a subsequent meeting, the Common Council shall take further action to approve the details of the Notes and authorize the sale of the Notes.

Section 3. Official Statement. The City Clerk shall cause an Official Statement concerning this issue to be prepared by Baird. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Official Statement, such certification to constitute full authorization of such Official Statement under this resolution.

Adopted, approved and recorded January 17, 2023.

Emily McFarland
Mayor

ATTEST:

Megan Dunneisen
City Clerk

Jaynellen J. Holloway, P.E.
920.262.4050

Andrew Beyer, P.E.
920.262.4052

Maureen McBroom, ENV SP
920-262-4036

Ritchie M. Piltz
920.262.4034

Secretary, Wanda Fredrick
920.262.4368

MEMO

TO: Mayor McFarland and Committee Members
FROM: Andrew Beyer, P.E.
DATE: January 5, 2023
RE: Finance Committee Agenda Narrative for January 9, 2022

Agenda Items:

Review and take action: State/Municipal Agreement for Welsh Road Safety Improvements

BACKGROUND

Review and take action: State/Municipal Agreement for Welsh Road Safety Improvements:

The City of Watertown submitted a highway safety improvement program (HSIP) application to the Wisconsin Department of Transportation (WisDOT) for safety improvements on Welsh Road at the State Trunk Highway (STH) 26 Bypass Overpass. The City received notification that the application was successful and received a State/Municipal Agreement for review. The State/Municipal Agreement and draft resolution of support are attached for Committee review. Engineering Division staff has reviewed the agreement and has followed-up with WisDOT regarding two minor revisions pertaining to municipal design funds and Item 3 listed in the Terms and Conditions pertaining to eligible project expenses. The Engineering Division is seeking approval of the State/Municipal Agreement conditional upon WisDOT revisions.

Attachments:

- HSIP award document
State/Municipal Agreement

WisDOT Division of Transportation System Development
Southwest Region – La Crosse Office
3550 Mormon Coulee Road
La Crosse, WI 54601

Governor Tony Evers
Secretary Craig Thompson
wisconsindot.gov
Telephone: (608) 789-7879
FAX: (608) 785-9969
Email: robert.winterton@dot.wi.gov

Section 3, Item B.



November 21, 2022

EMILY MCFARLAND
MAYOR
CITY OF WATERTOWN
106 JONES STREET
WATERTOWN, WI 53904

SUBJECT: HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)

Ms. McFarland:

Enclosed for signature is the project agreement for the following project that has approved funds in the Highway Safety Improvement Program (HSIP).

Project I.D.: 3997-00-30/60
C Watertown, Welsh Road
STH 26 Overpass

Please sign and return one (1) copy of the agreements. Electronic signatures are acceptable. Return a copy of the agreement by e-mail to the Department with signatures as soon as possible to this address:

michael.erickson@dot.wi.gov

Note the cost ratios for each project phase and any federal/state funding caps which may exist. The Municipality is responsible for the entire cost of non-participating items as well as any costs which exceed the funding caps, if applicable.

An agreement is not considered fully approved unless it has been approved by both the Municipality and the State, and it is not considered fully executed unless a fully approved copy has been returned to the Municipality.

The Municipality and its consultants (or any other parties hired by the Municipality) ***MUST NOT*** begin work on a federal/state-funded project phase until the State has provided notice of project authorization. Any such work would be ineligible for federal/state funding. Authorization will coincide with the currently scheduled year that is stated in the agreement.

If you have any questions regarding the agreement or need an extension to the submittal date, please call me at (608) 789-7879 or e-mail robert.winterton@dot.wi.gov.

Sincerely,

Robert Winterton

Robert Winterton, P.E.
Local Programs Engineer – SW Region

STATE/MUNICIPAL AGREEMENT
FOR A
HIGHWAY IMPROVEMENT PROJECT

DATE: November 21, 2022
I.D.: 3997-00-30/60 HWY: Welsh Road
TITLE: C Watertown, Welsh Road
SUBTITLE: STH 26 Overpass
COUNTY: Dodge LENGTH: 0.07 miles

The signatory, City of Watertown, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is extended by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility: Welsh Road passes under the STH 26 bypass approximately 1 mile north of STH 19/West Main Street in the City of Watertown. The alignment of Welsh Road begins to curve as it approaches the bypass and passes perpendicularly beneath the bypass. Welsh Road lacks pavement marking and signage as it approaches the bypass and drivers are not given adequate warning of roadway conditions. Barrier curb exists on Welsh Road beneath the STH 26 bypass, however the barrier curbs do not sufficiently protect errant drivers from the columns of the STH 26 bypass bridge at Welsh Road. The absence of safety devices in the Welsh Road/STH 26 bypass area creates roadway hazards. A fatal crash occurred at this location in 2022 resulting from the driver striking the unprotected bridge columns of the STH 26 bypass bridge.

Proposed Improvement: This project proposes to install MGS guardrail with Energy Absorbing Terminals (E.A.T.) along Welsh Road to protect the bridge columns on the STH 26 overpass structure. Chevron signs will be installed for both northbound and southbound traffic along Welsh Road to warn drivers of the changing roadway alignment.

Non-participating Items: None.

PHASE	Total Est. Cost	Federal/ State Funds	%	Municipal Funds	%
Preliminary Engineering: (3997-00-30)		(Max \$0)			
Plan Development	\$0	\$0	0%	\$0	100%
State Review	\$8,000	\$0	0%	\$8,000	100%
Prelim. Engineering Total	\$8,000	\$0	0%	\$8,000	100%
Construction: (3997-00-60)		(Max \$171,644)			
Participating	\$159,815	\$143,833.50	90%	\$15,981.50	10% + Bal
Participating Delivery	\$30,900	\$27,810	90%	\$3,090	10% + Bal
Non-Participating	\$0	\$0	0%	\$0	0%
Non-Participating Delivery	\$0	\$0	0%	\$0	0%
Construction Total	\$190,715	\$171,643.50	90%	\$19,071.50	10% + Bal
Total Cost Distribution	\$198,715	\$171,643.50		\$27,071.50	

This request is subject to the terms and conditions that follow (pages 3-4) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon acceptance by the State shall constitute agreement between the Municipality and the State.

Signed for and in behalf of City of Watertown:

_____	_____	_____
Name	Title	Date

Signed for and in behalf of the State:

_____	_____	_____
Name	Title	Date

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality will pay to the State all costs incurred by the State in connection with the improvement which exceed Federal/State financing commitments or are ineligible for Federal/State financing.
3. Funding of each project phase (preliminary engineering, real estate, construction, and other) is subject to inclusion in an approved program. Federal aid and/or State highway fund financing will be limited to participation in the costs of the following items:
 - (a) The grading, base, pavement, and replacement of disturbed driveways in kind.
 - (b) Construction engineering incidental to inspection and supervision of actual construction work.
 - (c) Signing and pavement marking, including detour routes.
 - (d) State review services for construction.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
 - (a) New installation of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) Damages to abutting property due to change in street or sidewalk widths, grades or drainage.
 - (c) Conditioning, if required, and maintenance of detour routes.
 - (d) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
 - (e) Real estate for the improvement.
 - (f) Preliminary design and engineering.
 - (g) State review services for design.
5. As the work progresses, the Municipality will be billed and agrees to pay for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs and the Municipality agrees to pay any required reimbursement to the State.
6. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State in behalf of the project.
7. The work will be administered by the State and may include items not eligible for Federal/State participation.

8. The Municipality will at its own cost and expense:
- (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and will make ample provision for such maintenance each year.

(b) Prohibit angle parking.

(c) Regulate or prohibit all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.

(d) Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.

(e) Provide complete plans, specifications, relocation order, real estate plat, and estimates.

(f) Use the WisDOT Utility Accommodation Policy unless it adopts a policy which has equal or more restrictive controls.
9. In order to guarantee the Municipality’s foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
10. The basis for local participation is as follows:
- ID 3997-00-30: Preliminary engineering including state review is funded 100% by the Municipality.
- ID 3997-00-60: Participating construction is funded with 90% Highway Safety Improvement Program (HSIP) funds to a **maximum capped amount of \$171,644** when the Municipality agrees to provide the remaining 10% and all costs in excess of the capped amount. Non-participating costs are funded 100% by the Municipality.

[End of Document]

**DRAFT RESOLUTION TO
APPROVE STATE/MUNICIPAL AGREEMENT FOR WELSH ROAD
SAFETY IMPROVEMENTS AT HIGHWAY 26 BYPASS OVERPASS**

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

WHEREAS, The City of Watertown submitted a Wisconsin Department of Transportation (WisDOT) Highway Safety Improvement Program (HSIP) application for safety improvements on Welsh Road at the Highway 26 Bypass overpass in the City of Watertown; and,

WHEREAS, The City was successful in said HSIP application; and,

WHEREAS, said safety improvements are scheduled to be constructed in State FY 2024; and,

WHEREAS, the State of Wisconsin will be responsible for 90% of eligible safety improvements; and,

WHEREAS, the City of Watertown will be responsible for 10% of eligible safety improvements, 100% of non-participating construction costs, 100% of preliminary engineering/plan development, and any other non-participating expenses under the agreement.

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

That the proper City officials are hereby authorized to approve the State/Municipal Agreement (SMA) for safety improvements on Welsh Road at the Highway 26 Bypass overpass in the City of Watertown. Said work is scheduled to commence in State FY 2024.

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

ADOPTED January 17, 2023

CITY CLERK

APPROVED January 17, 2023

MAYOR

Jaynellen J. Holloway, P.E.
920.262.4050

Andrew Beyer, P.E.
920.262.4052

Maureen McBroom, ENV SP
920-262-4036

Ritchie M. Piltz
920.262.4034

Secretary, Wanda Fredrick
920.262.4368

MEMO

TO: Mayor McFarland and Committee Members
FROM: Andrew Beyer, P.E.
DATE: January 5, 2023
RE: Finance Committee Agenda Narrative for January 9, 2022

Agenda Items:

Review and take action: State/Municipal Agreement for Dewey Avenue Reconstruction

BACKGROUND

Review and take action: State/Municipal Agreement for Dewey Avenue Reconstruction:

The City of Watertown submitted three FY 2023 BIL Grant applications to the Wisconsin Department of Transportation (WisDOT) – one each for the reconstruction of Dewey Avenue from E. Main Street to Division Street, Oconomowoc Avenue from S. Concord Avenue to East Gate Drive, and S. Twelfth Street from the City Limits north to Boomer Street. Of the three applications, the City was successful in receiving State and Federal funding for the reconstruction of Dewey Avenue from E. Main Street to Division Street. WisDOT has forwarded a project State/Municipal Agreement for review and signature. The State/Municipal Agreement and draft resolution of support are attached for Committee review. Engineering Division staff has reviewed the agreement and has followed-up with WisDOT regarding the project schedule and minor grammatical corrections. The Engineering Division is seeking approval of the State/Municipal Agreement conditional upon WisDOT clarifications and revisions.

Attachments:

- BIL award document
- State/Municipal Agreement

WisDOT Division of Transportation System Development
Southwest Region – La Crosse Office
3550 Mormon Coulee Road
La Crosse, WI 54601

Governor Tony Evers
Secretary Craig Thompson
wisconsindot.gov
Telephone: (608) 789-7879
FAX: (608) 785-9969
Email: robert.winterton@dot.wi.gov

Section 3, Item C.



December 22, 2022

EMILY MCFARLAND
MAYOR
CITY OF WATERTOWN
106 JONES STREET
WATERTOWN, WI 53094

Ms. McFarland:

Enclosed for signature is the project agreement for the following project that has approved funds in the FFY 2023-2026 Bipartisan Infrastructure Law (BIL) STP-Urban Program.

Project I.D.: 3997-01-09/79/80
City of Watertown, Dewey Avenue
E. Main Street to E. Division Street

Please sign and return one (1) copy of the agreement. Electronic signatures are acceptable. Return the copy of the agreement by e-mail to the Department with signatures by **Friday, February 3, 2023** to this address:

michael.erickson@dot.wi.gov

Note the cost ratios for each project phase and any federal/state funding limits which may exist. The Municipality is responsible for the entire cost of non-participating items as well as any costs which exceed the funding limits, if applicable.

An agreement is not considered fully approved unless it has been approved by both the Municipality and the State, and it is not considered fully executed unless a fully approved copy has been returned to the Municipality.

The Municipality and its consultants (or any other parties hired by the Municipality) **MUST NOT** begin work on a federal/state-funded project phase until the State has provided notice of project authorization. Any such work would be ineligible for federal/state funding. Authorization will coincide with the currently scheduled year that is stated in the agreement.


Our office will be working with the local sponsor as we move forward with these design and construction projects. Della Koenig is the Local Program Project Manager (LPPM) for these projects, and you can contact her at: (608) 246-7963 or della.koenig@dot.wi.gov.

If you have any questions regarding the agreement or need an extension to the submittal date, please call me at (608) 789-7879 or e-mail robert.winterton@dot.wi.gov.

Sincerely,

Robert Winterton

Robert Winterton, P.E.
Local Programs Engineer – SW Region

 <p>STATE/MUNICIPAL AGREEMENT FOR A STATE- LET STP-URBAN PROJECT</p> <p>Program Name: STP-Urban Population Group: 20,000 - 50,000 Sub-program #: 206 Cycle: FFY 2023-2026 BIL</p>	<p>Date: December 22, 2022 I.D.: 3997-01-09/79/80 Road Name: Dewey Avenue Limits: E. Main Street to E. Division Street County: Jefferson Roadway Length: 0.38 miles Functional Classification: Urban Collector Project Sponsor: City of Watertown</p>
--	--

The signatory, **City of Watertown**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: **The existing roadway is a 2-lane Urban Collector. It is a 16-foot wide facility with an urban cross section constructed of concrete pavement overlaid with asphalt. The roadway was last improved in 2010. The roadway has a pavement rating of 3 with severe cracking. There are existing sidewalks on both sides of the roadway and no bicycle accommodations. Roadway has existing spot street lighting.**

Proposed Improvement - Nature of work: **A reconstruction project from E. Main Street to E. Division Street is proposed. The project is approximately 0.38 miles in length constructed of concrete pavement with an urban cross section that is 32 feet wide. Sidewalks will be reconstructed on both sides of the roadway. Storm sewer and water main replacement is proposed. Real estate acquisition is anticipated.**

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal requirements: **Municipal water main.**

The Municipality agrees to the following FFY 2023-2026 BIL STP-Urban project funding conditions:

Project ID 3997-01-09 design costs are funded 100% by the Municipality including state review.

Project ID 3997-01-79 construction costs are funded with up to 80% federal funding up to a funding limit of \$1,425,760. The Municipality agrees to provide the remaining 20% and any funds in excess of the \$1,425,760 federal funding limit. Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year **2026**. Sunset date: **June 30, 2031**.

Sunset Date is determined based on the date a project is scheduled to be authorized. Sunset date is calculated as six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled. Extensions may be available upon approval of a written request by or on behalf of the Municipality to State per WisDOT Change Management policy. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary of Costs Table below are estimates. The final Municipal share is dependent on the final federal participation, and actual costs will be used in the final division of cost for billing and reimbursement. In no event shall federal funding exceed the estimate of \$1,425,760 in the Summary of Costs Table, unless such increase is approved in writing by the State through the State's Change Management Policy prior to the Municipality incurring the increased costs.

SUMMARY OF COSTS					
PHASE	Total Est. Cost	Federal Funds	%	Municipal Funds	%
ID 3997-01-09					
Design	\$0	\$0	0%	\$0	100%
State Review	\$22,752	\$0	0%	\$22,752	100%
<i>Project totals</i>	\$22,752	\$0		\$22,752	
ID 3997-01-79*					
Participating Construction	\$1,605,600	\$1,284,480	80%	\$321,120	20% + BAL
Non-Participating Construction	\$0	\$0	0%	\$0	100%
Construction Engineering	\$158,000	\$126,400	80%	\$31,600	20% + BAL
State Review	\$18,600	\$14,880	80%	\$3,720	20% + BAL
<i>Project totals</i>	\$1,782,200	\$1,425,760		\$356,440	
ID 3997-01-80					
Non-Participating Construction	\$602,100	\$0	0%	\$602,100	100%
State Review	\$12,042	\$0	0%	\$12,042	100%
<i>Project totals</i>	\$614,142	\$0		\$614,142	
Total Est. Cost Distribution	\$1,804,952	\$1,425,760	N/A	\$379,192	N/A

*Construction ID# 3997-01-79 federal funding is limited to \$1,425,760.

This request is subject to the terms and conditions that follow and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signatures certify the content has not been altered by the municipality. Signed for and in behalf of: City of Waterton (please sign in blue ink.)		
Name	Title	Date
Signed for and in behalf of the State:		
Name	Title	Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113.
 - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - e. Competitive bidding and confidentiality requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06. This includes the sharing of financial data prior to the conclusion of the competitive bid period.
 - f. All applicable Disadvantaged Business Enterprise (DBE) requirements that the State specifies.
 - g. Federal statutes that govern the Surface Transportation Program (STP), including but not limited to 23 U.S.C. 133.
 - h. General requirements for administering federal and state aids set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved FFY 2023-2026 BIL STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. State review services or construction ID 3997-01-79.
5. The work will be administered by the State and may include items not eligible for federal participation.
6. As the work progresses, the State will bill the Municipality for work completed that is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs subject to funding limits in the Summary of Costs Table. If reviews or audits show any of the work to be ineligible for federal/state funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the FFY 2023-2026 BIL STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
 - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).

- h. Real estate for the improvement.
 - i. Preliminary engineering and design.
 - j. State review services for design ID 3997-01-09 and construction ID 3997-01-80.
 - k. Other 100% Municipality funded items: None
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
 9. Work to be performed by the Municipality without federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
 10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
 11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. 51.01 (5), sexual orientation as defined in Wis. Stat. 111.32 (13m), or national origin.
 12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed federal/state financing commitments or are ineligible for federal/state financing. To guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
 13. In accordance with the State's sunset policy for STP-Urban projects, the subject FFY 2023-2026 BIL STP-Urban improvement must be constructed and in final acceptance within six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled. Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
 14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred on behalf of the project.
 15. The Municipality will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance in a manner consistent with reasonable industry standards, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected

property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.

- e. Provide complete plans, specifications, and estimates to State upon request.
- f. Provide relocation orders and real estate plats to State upon request.
- g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
- h. Provide maintenance and energy for lighting.
- i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

16. It is further agreed by the Municipality that:

- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse State if State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such *Manual of Uniform Traffic Control Devices* as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by federal or state highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.
- f. The Municipality is responsible for any damage caused by legally hauled loads, including permitted oversize and overweight loads. The contractor is responsible for any damage caused to haul roads if the contractor does not obey size and weight laws, use properly equipped and maintained vehicles, and does not prevent spilling of materials onto the haul road (*WisDOT Standard Specifications* 618.1, 108.7, 107.8). The local maintaining authority can impose special or seasonal weight limitations as defined in Wis. Stat. 349.16, but this should not be used for the sole purpose of preventing hauling on the road.

The bid item 618.0100 Maintenance and Repair of Haul Roads (project) is ineligible for federal funding on local program projects as per the State/Municipal Agreement. The repair of damages as a result of hauling materials for the project is the responsibility of the Municipality as specified in

the State/Municipal Agreement Terms and Conditions under “Municipal Responsibilities and Requirements.”

LEGAL RELATIONSHIPS:

17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
19. Contract modification: This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of either this State/Municipal Agreement or any of its attachments may be changed, waived or terminated orally.
20. Binding effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party enforcement rights.
21. Choice of law and forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

22. Non-appropriation of funds: With respect to any payment required to be made by the State under this State/Municipal Agreement, the parties acknowledge the State's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Municipality or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
23. Maintenance of records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Municipality, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the State. The State reserves the right to audit and inspect such records and accounts at any time. The Municipality shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

24. The Municipality agrees to the following FFY 2023-2026 BIL STP-Urban project funding conditions:

- a. ID 3997-01-09: Design is funded 100% by the Municipality. This phase includes plan development and state review. The work includes project review, approval of required reports and documents and processing the final Plan, Specification & Estimate (PS&E) document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 100% by the Municipality.
- b. ID 3997-01-79: Construction: Roadway
 - i. Costs for participating construction items are funded with 80% federal funding up to a funding limit of \$1,425,760, when the Municipality agrees to provide the remaining 20%, and any funds in excess of the \$1,425,760 federal funding limit.
 - ii. Non-participating costs for non-participating construction items are funded 100% by the Municipality. Costs include construction delivery.
 - iii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.
- c. ID 3997-01-80: Construction: Water Main
 - i. Non-participating costs water main construction are funded 100% by the Municipality. Costs include construction delivery.
 - ii. Costs for this phase include an estimated amount for state review activities, to be funded 100% by the Municipality.

[End of Document]

**DRAFT RESOLUTION TO
APPROVE STATE/MUNICIPAL AGREEMENT FOR
RECONSTRUCTION OF DEWEY AVENUE BETWEEN EAST MAIN
STREET AND EAST DIVISION STREET IN 2026**

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

WHEREAS, The City of Watertown submitted a Wisconsin Department of Transportation (WisDOT) FY 2023-2026 Bipartisan Infrastructure Law (BIL) Surface Transportation Program (STP)-Urban Program application for the reconstruction of Dewey Avenue between East Main Street and East Division Street; and,

WHEREAS, The City was successful in said STP-Urban Program application; and,

WHEREAS, the reconstruction of Dewey Avenue between East Main Street and East Division Street is scheduled to commence in State FY 2026; and,

WHEREAS, the State of Wisconsin will be responsible for 80% of eligible roadway reconstruction costs; and,

WHEREAS, the City of Watertown will be responsible for 20% of eligible roadway reconstruction costs, 100% of non-participating construction costs, 100% of preliminary engineering/plan development, 100% of non-participating water main expenses, and any other non-participating expenses under the agreement.

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

That the proper City officials are hereby authorized to approve the State/Municipal Agreement (SMA) for the reconstruction of Dewey Avenue between East Main Street and East Division Street for work to commence in State FY 2026.

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

ADOPTED January 17, 2023

CITY CLERK

APPROVED January 17, 2023

MAYOR

Jaynellen J. Holloway, P.E.
920.262.4050

Andrew Beyer, P.E.
920.262.4052

Maureen McBroom, ENV SP
920-262-4036

Ritchie M. Piltz
920.262.4034

Secretary, Wanda Fredrick
920.262.4368

MEMO

TO: Mayor McFarland and Committee Members
FROM: Andrew Beyer, P.E.
DATE: January 5, 2023
RE: Finance Committee Agenda Narrative for January 9, 2022

Agenda Items:

Review and take action: Accept Urban Nonpoint Source & Storm Water Grant Award of \$150,000 for Yard Waste Site Stormwater Bioswale

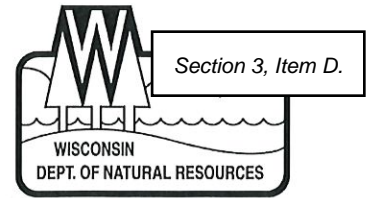
BACKGROUND

Review and take action: Accept Urban Nonpoint Source & Storm Water Grant Award of \$150,000 for Yard Waste Site Stormwater Bioswale:

The Engineering Division seeks approval to accept a Wisconsin Department of Natural Resources (WDNR) Urban Nonpoint Source & Storm Water Grant award of \$150,000 for the design and construction of a bioswale at the Yard Waste Site. This bioswale will remove Total Suspended Solids, Phosphorus and other pollutants from stormwater runoff at the Yard Waste Site before discharging to nearby wetlands. The installation of this bioswale will help the City work toward meeting the total maximum daily load (TMDL) goals in the Municipal Separate Storm Sewer System (MS4) Permit. WDNR will pay 41.2% of the project up to \$150,000. This grant expires at the end of 2024. The grant application was approved by the Finance Committee and submitted to WDNR in April 2022.

Attachments:

- Grant award document
- Completed project contact page



November 15, 2022

► **REQUIRES IMMEDIATE ACTION** ◀
Urban NPS & Stormwater Mgmt. Program
Grant# USC14291Y23
Grant Amount: \$150,000.00

Maureen McBroom, Stormwater Project Manager
City of Watertown
106 Jones St.
Watertown, WI 53094

Dear Ms. McBroom:

Congratulations! On behalf of the Governor, we are pleased to forward to you a grant agreement for financial assistance for the following project: *Watertown Yard Waste Site Biofilter*.

This grant, and any reimbursements made under it, is governed by very specific statute and administrative code provisions. Accordingly, please read the grant documents thoroughly, paying particular attention to the Scope and Conditions sections for eligibility, grantee requirements and reimbursement provisions. There are also a number of activities where you must obtain prior departmental review and authorization before proceeding.

You are obligated to submit a final report, using the Department's BMP Implementation Tracking System (BITS), prior to submitting your final reimbursement request for the projects completed under this grant; before and after photographs are a required component for construction projects.

On January 26, 2023, DNR and UW-Madison Division of Extension will hold a grant administration webinar from 1:30 to 3:30 p.m. to provide information about seeking reimbursement from DNR, amending your grant, submitting the final report, etc. All grantees receiving CY 2023 grant awards must attend the webinar or view the webinar recording prior to submitting the first reimbursement request for their grant. Webinar registration information is included in the email from DNR with your grant agreement.

To accept this grant, please review the agreement and email a scanned copy signed by the authorized government official, along with the completed *Grantee Contact Page*, and evidence that your community has committed the necessary funding for the local share, to DNRCFANONPOINTGRANTS@wisconsin.gov by **March 1, 2023**.

Please review this grant thoroughly and if you have any questions, contact your Regional Nonpoint Source Coordinator, Dan Bekta, at (608) 333-6579. Thank you for your continued cooperation with Wisconsin's Runoff Management Grant Programs.

Sincerely,


for Jim Ritchie, Director
Bureau of Community Financial Assistance

Enclosure(s)

C (e-copy): Dan Bekta, Regional Nonpoint Source Coordinator, DNR South Central Region
Corinne Johnson, Nonpoint Source Program Grant Manager, CF/2

PROJECT CONTACT PAGE

INSTRUCTIONS: In the spaces below, insert contact information for the person **most directly involved** with this particular project. The Department will contact the person named for all matters related to this project.

Grant No.	USC14291Y23
Governmental Unit	City of Watertown
Project Contact Name	
Project Contact Title	
Project Contact Mailing Address	
Project Contact Phone Number (direct):	() Extension:
Project Contact Email Address:	

Address to which reimbursement checks should be sent if different than contact information above:

Name	
Title	
Mailing Address	
Phone Number (direct):	() Extension:
Email Address:	

If information provided on this page -- or any information in Part 1 of the grant agreement changes during the grant period, please provide the updated information to DNR Nonpoint Source Program Grant Manager and the DNR Regional Nonpoint Source Coordinator.

Please complete this contact page and email it with the signed grant agreement to:
DNRCFANONPOINTGRANTS@wisconsin.gov.

State of Wisconsin
Department of Natural Resources
Bureau of Community Financial Assistance (CF/2)
PO Box 7921
Madison, Wisconsin 53707-7921

WISCONSIN URBAN NONPOINT SOURCE WATER POLLUTION
& STORMWATER MANAGEMENT GRANT PROGRAM
CONSTRUCTION GRANT AGREEMENT

Section 3, Item D.

Form 8700-328 (rev. 07/2021)

Notice: By signing and dating this grant agreement, grantees indicate concurrence with terms of this agreement, authorized under ss. 281.65 and 283, Wis. Stats., and chs. NR 151, 153, 154, and 243, Wis. Adm. Code. Signed agreement must be returned to the address above within 30 days so that funds will be reserved for this project. Failure to return a signed agreement will result in denial of grant funds. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss. 19.31 - 19.39, Wis. Stats.].

PART 1. GRANT ADMINISTRATION INFORMATION

Grant Number USC14291Y23	Grant Award Date November 15, 2022		
Grantee (Unit of Government) City of Watertown			Total Grant Amount \$150,000
Project Name Watertown Yard Waste Site Biofilter		Grant Period From January 1, 2023 Through December 31, 2024	
Authorized Government Official Jaynellen Holloway, City Engineer		Grantee Contact Maureen McBroom, Stormwater Project Manager	
Government Official Address 106 Jones St.		Contact's E-mail Address maureenm@cityofwatertown.org	
City, ZIP Code, County Watertown, 53094, Jefferson County		Contact's Telephone Number (920) 206-4264	
Name of Department Regional Nonpoint Source Coordinator, Phone Number and Email Address Dan Bekta, (608) 333-6579, Eugene.Bekta@wisconsin.gov			DNR Region South Central Region

PART 2. ELIGIBLE COST-SHARE BUDGET DATA

Note: Line items cannot be exceeded without grant agreement amendment.

Budget Line Item Description	State Cost-Share Amount	Cost-Share Percentage
1. CONSTRUCTION	\$120,000.00	41.2%
2. ENGINEERING/DESIGN	\$30,000.00	41.2%
Total Maximum Grant Amount	\$150,000.00	

PART 3. PURPOSE AND SCOPE

This grant provides cost-share funding and authorizes reimbursement by the DEPARTMENT for the above-named project as described in the grant application submitted for the grant period in Part 1 above. Reimbursements may be made for eligible work performed and expenses incurred for the following Best Management Practices consistent with the project budget identified in Part 2 above.

[U6] Urban Practice Design
[U16] Bioretention for Infiltration

PART 4. CONDITIONS

A. General Conditions

- A.1. The Wisconsin Department of Natural Resources (DEPARTMENT) and the GRANTEE identified in Part 1 above mutually agree to perform this agreement in accordance with the Urban Nonpoint Source Water Pollution Abatement and Storm Water Management Grant Program and ss. 281.66 and 283, Wis. Stats., and chs. NR 151, 154, 155, and 216, Wis. Adm. Code, and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps and also any assurances attached and made a part of this agreement.
- A.2. This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or covenants pertaining to this agreement are superseded. Any revisions to this agreement must be made by written amendment, signed by both parties, prior to the termination date of this agreement, whether

for changes in scope, grant period, or cost. Requests to extend the grant period must be made 45 days or more before the end of the grant period in Part 1.

A.3. Failure by the GRANTEE to comply with the terms of this agreement shall not cause the suspension of all obligations of the State if, in the judgment of the Secretary of the DEPARTMENT, such failure was due to no fault of the GRANTEE. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for reimbursement under this agreement, at the DEPARTMENT's discretion.

A.4. Eligibility for cost-sharing reimbursement is governed by the provisions of s. NR 154.04 and ch. NR 155, Wis. Adm. Code. Cost-share rates and applicability may be further limited by departmental contract approval(s), which may restrict the cost-share amount due to the eligibility requirements of the statute and codes.

A.5. The amount listed in Part 2 above is the maximum amount the DEPARTMENT may reimburse under this agreement.

A.6. Neither the GRANTEE nor any landowner may adopt any land use or practice that reduces the effectiveness or defeats the purposes of any BMP installed under this agreement.

A.7. The GRANTEE:

1. Agrees to comply with all applicable Federal, Wisconsin, and local laws in fulfilling the terms of this agreement. In particular, GRANTEE agrees to comply with all applicable local and state contract and bidding requirements. GRANTEE should consult its legal counsel with questions concerning contracts and bidding. For assistance, GRANTEE may consult Procurement Guide for Local Governments Receiving DNR Grants.
2. Agrees to obtain all necessary and appropriate permits prior to commencement of construction.
3. Shall ensure that DEPARTMENT representatives have access to land on which grant-funded activities are being planned or installed, before, during and after BMP installation.
4. Promises, in consideration of the promises made by the DEPARTMENT, to execute the project described in accordance with this agreement.
5. May decline the offer of financial assistance provided through this agreement, in writing, at any time prior to the start of the project and before expending any funds. After the project has been started or funds expended, this agreement may be rescinded, modified, or amended only by mutual agreement in writing.
6. Agrees that its employees or agents are not employees or agents of the DEPARTMENT for any purpose, including Worker's Compensation.
7. Agrees, to save, keep harmless, defend and indemnify the DEPARTMENT and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of GRANTEE's employees, agents or representatives.
8. Agrees to reimburse the DEPARTMENT of any and all funds the DEPARTMENT deems appropriate in the event the GRANTEE fails to comply with the conditions of this agreement or project proposal as described, or fails to provide public benefits as indicated in the project application, proposal description or this agreement. In addition, should the GRANTEE fail to comply with the conditions of this agreement, fail to progress due to non-appropriation of funds, or fail to progress with or complete the project to the satisfaction of the DEPARTMENT, all obligations of the DEPARTMENT under this agreement may be terminated, including further project cost payment.
9. Agrees, in connection with the performance of work under this agreement, not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the GRANTEE further agrees to take affirmative action to ensure equal employment opportunities, as required by law. The GRANTEE

agrees to post in conspicuous places available, for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

10. Agrees that accounting for project funds shall conform to generally accepted accounting principles and practices, and that GRANTEE shall maintain a financial management system in compliance with s. NR 155.29, Wis. Adm. Code, and separate from all other GRANTEE activities, for this agreement.
11. Agrees that all consultant and construction contracts must be approved by the DEPARTMENT in order to determine reimbursement eligibility and conformity with practice technical standards and storm water permitting requirements.
12. Agrees that project design must be approved by the DEPARTMENT before construction begins.
13. Shall comply with the cost containment and procurement procedures in the applicable administrative codes governing this agreement.
14. Agrees to obtain prior DEPARTMENT approval before entering into a cost-share agreement with landowners and land operators if the best management practice will be constructed on land not owned by the GRANTEE. The cost-share rate offered to the landowner may not exceed the cost-share percentage specified in Part 2 of this agreement. Such agreements and any agreement amendments shall be recorded with the County Register of Deeds and promptly submitted to the DEPARTMENT's Regional Nonpoint Source Coordinator listed in Part 1 above.
15. Shall not issue funds under this agreement to individuals whose names appear on the statewide support lien docket under s. 49.854(2)(b), Wis. Stats. unless the individuals submit to the provider a payment agreement that has been approved by the county child support agency under s. 59.53(5), Wis. Stats., and that is consistent with rules promulgated under s. 49.858(2)(a), Wis. Stats.
16. Agrees to retain and make available to the DEPARTMENT for inspection all fiscal records, including invoices and canceled checks, that support all project costs claimed by the GRANTEE, for three years from the date of final payment by the DEPARTMENT or three years after the end of the Grant period, whichever is later, or for a longer period if required by the DEPARTMENT for audit purposes.
17. Agrees to comply with annual Single Audit requirement, at its own expense, if combined total state and federal grant awards received by the GRANTEE from all sources is \$750,000 or more during the calendar year. Annual Single Audit requirements are specified in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards (referred to as Uniform Guidance) and the Wisconsin State Single Audit Guidelines found at: <http://www.doa.state.wi.us/Divisions/budget-and-finance/financial-reporting/state-controllers-office/state-single-audit-guidelines> issued by the Wisconsin Department of Administration (DOA), State Controller's Office.
18. Agrees to request reimbursement of grant-eligible activities only, as listed in Part 3, for expenses incurred during the grant period specified in Part 1.
19. Agrees to complete and submit project progress reports to the DEPARTMENT Regional Nonpoint Source Coordinator, identified in Part 1 of this agreement, with each request for partial grant reimbursement.
20. Agrees, within 60 days of grant expiration date, to complete and submit a final report, using the DEPARTMENT's "BMP Implementation Tracking System" (BITS), and complete and submit a final request for grant reimbursement to the DEPARTMENT's Regional Nonpoint Source Coordinator for review and approval.
21. Should consider following methods for controlling, transporting and disposing of aquatic invasive plants and animals and water in which they may be contained, as described in the DEPARTMENT's Manual Code 9183.1 *Boat, Gear, and Equipment Decontamination and Disinfection* and available on the DEPARTMENT's website at: <http://dnr.wi.gov/topic/invasives/disinfection.html>.

A.8.The DEPARTMENT:

1. Promises, in consideration of the covenants and agreements made by the GRANTEE, to obligate for the GRANTEE the amount identified in Part 2 above and to tender to the GRANTEE that portion of the obligation that

is required to pay the DEPARTMENT's share of the costs based on the cost-share percentage listed in Part 2 above for eligible project work performed and expenses incurred during the grant period noted in Part 1 above.

2. Agrees that the GRANTEE shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided in this document. The DEPARTMENT reserves the right only to inspect the job site or premises for the sole purpose of ensuring that the project is progressing or has been completed in compliance with the agreement. The DEPARTMENT takes no responsibility of supervision or direction of the performance of the agreement to be performed by the GRANTEE or the GRANTEE's employees or agents. The DEPARTMENT further agrees that it will exercise no control over the selection and dismissal of the GRANTEE's employees or agents.
3. Shall not reimburse GRANTEE for engineering design costs until installations of associated BMPs have been completed and certified by the GRANTEE as installed in accordance with the grant program standards and specifications of ch. 154, Wis. Admin. Code.
4. Shall not issue final reimbursement to the GRANTEE unless GRANTEE has submitted the Final Report and the Final Report has been approved by the DEPARTMENT Regional Nonpoint Source Coordinator.

B. Special Conditions

- B.1. **Environmental Protection**. The GRANTEE is responsible for following all federal and state regulations for detecting and managing contaminated soils or solid waste encountered during installation of the best management practices funded under this grant. If such materials are encountered, the grantee shall immediately contact the DNR Regional Nonpoint Source Coordinator. The DEPARTMENT may terminate this grant if it determines that installation and operation of the BMP may facilitate movement of hazardous substances to waters of the state.
- B.2. **Natural Heritage Concerns**. If historical/cultural artifacts are unearthed or environmental hazards are discovered during any earth disturbance under this agreement activity, GRANTEE must immediately stop construction activities and notify the DEPARTMENT's Regional Nonpoint Source Coordinator to determine the appropriate response.
- B.3. **Enforcement**. As stipulated in the application for this project noted in Part 1 above, the GRANTEE is responsible for enforcing all local ordinance obligations for construction erosion and post-construction runoff and implementing the storm water local program indicated under the Multiplier section of the application.
- B.4. **Land Acquisition**. This grant authorizes cost-sharing reimbursement, not to exceed the amount in the Land Acquisition budget line and the cost-share percentage set forth in Part 2 above, on the actual eligible purchase price of land required for construction of the best management practice. Value of land for grant purposes is determined by appraisal. Appraisals must be approved by the DEPARTMENT **prior to any acquisition**, and maximum eligible costs are limited to the amount authorized by the DEPARTMENT's appraisal approval letter. See s. NR 155.25, Wis. Adm. Code, for grant-specific land acquisition requirements and "Land Acquisition Guidelines for Local Governments" for uniform land acquisition requirements for all DEPARTMENT grant programs.

PART 5. INELIGIBLE COSTS

1. Costs incurred, or work performed, either prior to or after the grant period (page 1, Part 1), unless specifically authorized in the grant *Purpose and Scope* (Part 3).
2. Costs which are inconsistent with the grant application or this grant agreement,
3. Costs related to operation and maintenance of BMPs.
4. Costs specified in s. NR. 155.15(2), Wis. Adm. Code.

FOR THE GRANTEE

By: _____

Authorized Government Official

Title

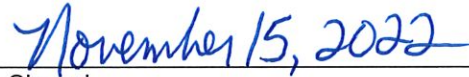
Date Signed

FOR THE STATE OF WISCONSIN

By: _____


for Jim Ritchie, Director
Bureau of Community Financial Assistance

Date Signed



(Printed Name, If Different Than Authorized Government Official on P.1)

When returning the signed grant, you must also include evidence of your community's local share of the grant project costs – such as a copy showing its inclusion in the municipal budget, or other evidence that the community has, in fact, committed the necessary funding to complete the project. Alternatively, you may certify that commitment below.

Certification provided as an alternative to evidence of local share:

I, the undersigned, hereby certify and attest that the GRANTEE has incorporated the "local share" of funding for the project covered by this grant within the municipal budget or has otherwise made provisions to provide the local share.

Authorized Government Official

Resolution Number Authorizing Expenditure

PROJECT CONTACT PAGE

INSTRUCTIONS: In the spaces below, insert contact information for the person **most directly involved** with this particular project. The Department will contact the person named for all matters related to this project.

Grant No.	USC14291Y23
Governmental Unit	City of Watertown
Project Contact Name	Maureen McBroom
Project Contact Title	Stormwater Project Manager
Project Contact Mailing Address	106 Jones Street
	Watertown, WI 53094
Project Contact Phone Number (direct):	(920) 266-4264 Extension:
Project Contact Email Address:	maureenm@cityofwatertown.org

Address to which reimbursement checks should be sent if different than contact information above:

Name	Mark Stevens
Title	Finance Director / Treasurer
Mailing Address	P.O. Box 477, Watertown, WI 53094
Phone Number (direct):	(920) 262-4007 Extension:
Email Address:	mstevens@cityofwatertown.org

If information provided on this page -- or any information in Part 1 of the grant agreement changes during the grant period, please provide the updated information to DNR Nonpoint Source Program Grant Manager and the DNR Regional Nonpoint Source Coordinator.

Please complete this contact page and email it with the signed grant agreement to:
DNRCFANONPOINTGRANTS@wisconsin.gov.

Jaynellen J. Holloway, P.E.
920.262.4050

Andrew Beyer, P.E.
920.262.4052

Maureen McBroom, ENV SP
920-262-4036

Ritchie M. Piltz
920.262.4034

Secretary, Wanda Fredrick
920.262.4368

MEMO

TO: Mayor McFarland and Committee Members
FROM: Andrew Beyer, P.E.
DATE: January 5, 2023
RE: Finance Committee Agenda Narrative for January 9, 2022

Agenda Items:

Review and take action: Accept Urban Nonpoint Source & Storm Water Grant Award of \$49,785 for catch basins in 2023 street project area

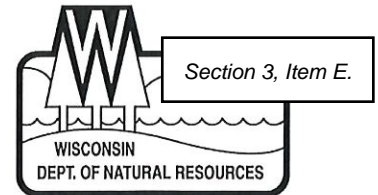
BACKGROUND

Review and take action: Accept Urban Nonpoint Source & Storm Water Grant Award of \$49,785 for catch basins in 2023 street project area:

The Engineering Division seeks approval to accept a Wisconsin Department of Natural Resources (WDNR) Urban Nonpoint Source & Storm Water Grant award of \$49,785 for the installation of deep catch basins in the 2023 street project area. The catch basins include 36-inch-deep sumps (area beneath the lowest pipe in the catch basin and the bottom of the catch basin) that will remove Total Suspended Solids, Phosphorus and other pollutants from stormwater runoff in the S. Washington Street neighborhood before discharging to the Rock River. The installation of these catch basins will help the City work toward meeting the total maximum daily load (TMDL) goals in the Municipal Separate Storm Sewer System (MS4) Permit. WDNR will pay 50% of the project costs up to \$49,785. This grant expires at the end of 2024. The grant application was approved by the Finance Committee and submitted to WDNR in April 2022.

Attachments:

- Grant award document
- Completed project contact page



November 15, 2022

► **REQUIRES IMMEDIATE ACTION** ◀
Urban NPS & Stormwater Mgmt. Program
Grant# USC14291AY23
Grant Amount: \$49,785.00

Maureen McBroom, Stormwater Project Manager
City of Watertown
106 Jones St.
Watertown, WI 53094

Dear Ms. McBroom:

Congratulations! On behalf of the Governor, we are pleased to forward to you a grant agreement for financial assistance for the following project: *Watertown Catch Basins in 2023 Street Project Area*.

This grant, and any reimbursements made under it, is governed by very specific statute and administrative code provisions. Accordingly, please read the grant documents thoroughly, paying particular attention to the Scope and Conditions sections for eligibility, grantee requirements and reimbursement provisions. There are also a number of activities where you must obtain prior departmental review and authorization before proceeding.

You are obligated to submit a final report, using the Department's BMP Implementation Tracking System (BITS), prior to submitting your final reimbursement request for the projects completed under this grant; before and after photographs are a required component for construction projects.

On January 26, 2023, DNR and UW-Madison Division of Extension will hold a grant administration webinar from 1:30 to 3:30 p.m. to provide information about seeking reimbursement from DNR, amending your grant, submitting the final report, etc. All grantees receiving CY 2023 grant awards must attend the webinar or view the webinar recording prior to submitting the first reimbursement request for their grant. Webinar registration information is included in the email from DNR with your grant agreement.

To accept this grant, please review the agreement and email a scanned copy signed by the authorized government official, along with the completed *Grantee Contact Page*, and *evidence that your community has committed the necessary funding for the local share*, to DNRCFANONPOINTGRANTS@wisconsin.gov by **March 1, 2023**.

Please review this grant thoroughly and if you have any questions, contact your Regional Nonpoint Source Coordinator, Dan Bekta, at (608) 333-6579. Thank you for your continued cooperation with Wisconsin's Runoff Management Grant Programs.

Sincerely,


for Jim Ritchie, Director
Bureau of Community Financial Assistance

Enclosure(s)

C (e-copy): Dan Bekta, Regional Nonpoint Source Coordinator, DNR South Central Region
Corinne Johnson, Nonpoint Source Program Grant Manager, CF/2

PROJECT CONTACT PAGE

INSTRUCTIONS: In the spaces below, insert contact information for the person **most directly involved** with this particular project. The Department will contact the person named for all matters related to this project.

Grant No.	USC14291AY23
Governmental Unit	City of Watertown
Project Contact Name	
Project Contact Title	
Project Contact Mailing Address	
Project Contact Phone Number (direct):	() Extension:
Project Contact Email Address:	

Address to which reimbursement checks should be sent if different than contact information above:

Name	
Title	
Mailing Address	
Phone Number (direct):	() Extension:
Email Address:	

If information provided on this page -- or any information in Part 1 of the grant agreement changes during the grant period, please provide the updated information to DNR Nonpoint Source Program Grant Manager and the DNR Regional Nonpoint Source Coordinator.

Please complete this contact page and email it with the signed grant agreement to:
DNRCFANONPOINTGRANTS@wisconsin.gov.

Notice: By signing and dating this grant agreement, grantees indicate concurrence with terms of this agreement, authorized under ss. 281.65 and 283, Wis. Stats., and chs. NR 151, 153, 154, and 243, Wis. Adm. Code. Signed agreement must be returned to the address above within 30 days so that funds will be reserved for this project. Failure to return a signed agreement will result in denial of grant funds. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss. 19.31 - 19.39, Wis. Stats.].

PART 1. GRANT ADMINISTRATION INFORMATION

Grant Number USC14291AY23	Grant Award Date November 15, 2022	
Grantee (Unit of Government) City of Watertown		Total Grant Amount \$49,785
Project Name Watertown Catch Basins in 2023 Street Project Area		Grant Period From January 1, 2023 Through December 31, 2024
Authorized Government Official Jaynellen Holloway, City Engineer		Grantee Contact Maureen McBroom, Stormwater Project Manager
Government Official Address 106 Jones St.		Contact's E-mail Address maureenm@cityofwatertown.org
City, ZIP Code, County Watertown, 53094, Jefferson County		Contact's Telephone Number (920) 206-4264
Name of Department Regional Nonpoint Source Coordinator, Phone Number and Email Address Dan Bekta, (608) 333-6579, Eugene.Bekta@wisconsin.gov		DNR Region South Central Region

PART 2. ELIGIBLE COST-SHARE BUDGET DATA

Note: Line items cannot be exceeded without grant agreement amendment.

Budget Line Item Description	State Cost-Share Amount	Cost-Share Percentage
1. CONSTRUCTION	\$39,828.00	50%
2. ENGINEERING/DESIGN	\$9,957.00	50%
Total Maximum Grant Amount	\$49,785.00	

PART 3. PURPOSE AND SCOPE

This grant provides cost-share funding and authorizes reimbursement by the DEPARTMENT for the above-named project as described in the grant application submitted for the grant period in Part 1 above. Reimbursements may be made for eligible work performed and expenses incurred for the following Best Management Practices consistent with the project budget identified in Part 2 above.

[U6] Urban Practice Design
[U20] Non-Proprietary Storm Water Sedimentation Devices

PART 4. CONDITIONS

A. General Conditions

- A.1. The Wisconsin Department of Natural Resources (DEPARTMENT) and the GRANTEE identified in Part 1 above mutually agree to perform this agreement in accordance with the Urban Nonpoint Source Water Pollution Abatement and Storm Water Management Grant Program and ss. 281.66 and 283, Wis. Stats., and chs. NR 151, 154, 155, and 216, Wis. Adm. Code, and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps and also any assurances attached and made a part of this agreement.
- A.2. This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or covenants pertaining to this agreement are superseded. Any revisions to this agreement must be made by written amendment, signed by both parties, prior to the termination date of this agreement, whether

for changes in scope, grant period, or cost. Requests to extend the grant period must be made 45 days or more before the end of the grant period in Part 1.

- A.3. Failure by the GRANTEE to comply with the terms of this agreement shall not cause the suspension of all obligations of the State if, in the judgment of the Secretary of the DEPARTMENT, such failure was due to no fault of the GRANTEE. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for reimbursement under this agreement, at the DEPARTMENT's discretion.
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- A.6. Neither the GRANTEE nor any landowner may adopt any land use or practice that reduces the effectiveness or defeats the purposes of any BMP installed under this agreement.
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1. Agrees to comply with all applicable Federal, Wisconsin, and local laws in fulfilling the terms of this agreement. In particular, GRANTEE agrees to comply with all applicable local and state contract and bidding requirements. GRANTEE should consult its legal counsel with questions concerning contracts and bidding. For assistance, GRANTEE may consult Procurement Guide for Local Governments Receiving DNR Grants.
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 3. Shall ensure that DEPARTMENT representatives have access to land on which grant-funded activities are being planned or installed, before, during and after BMP installation.
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 5. May decline the offer of financial assistance provided through this agreement, in writing, at any time prior to the start of the project and before expending any funds. After the project has been started or funds expended, this agreement may be rescinded, modified, or amended only by mutual agreement in writing.
 6. Agrees that its employees or agents are not employees or agents of the DEPARTMENT for any purpose, including Worker's Compensation.
 7. Agrees, to save, keep harmless, defend and indemnify the DEPARTMENT and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of GRANTEE's employees, agents or representatives.
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15. Shall not issue funds under this agreement to individuals whose names appear on the statewide support lien docket under s. 49.854(2)(b), Wis. Stats. unless the individuals submit to the provider a payment agreement that has been approved by the county child support agency under s. 59.53(5), Wis. Stats., and that is consistent with rules promulgated under s. 49.858(2)(a), Wis. Stats.
16. Agrees to retain and make available to the DEPARTMENT for inspection all fiscal records, including invoices and canceled checks, that support all project costs claimed by the GRANTEE, for three years from the date of final payment by the DEPARTMENT or three years after the end of the Grant period, whichever is later, or for a longer period if required by the DEPARTMENT for audit purposes.
17. Agrees to comply with annual Single Audit requirement, at its own expense, if combined total state and federal grant awards received by the GRANTEE from all sources is \$750,000 or more during the calendar year. Annual Single Audit requirements are specified in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards (referred to as Uniform Guidance) and the Wisconsin State Single Audit Guidelines found at: <http://www.doa.state.wi.us/Divisions/budget-and-finance/financial-reporting/state-controllers-office/state-single-audit-guidelines> issued by the Wisconsin Department of Administration (DOA), State Controller's Office.
18. Agrees to request reimbursement of grant-eligible activities only, as listed in Part 3, for expenses incurred during the grant period specified in Part 1.
19. Agrees to complete and submit project progress reports to the DEPARTMENT Regional Nonpoint Source Coordinator, identified in Part 1 of this agreement, with each request for partial grant reimbursement.
20. Agrees, within 60 days of grant expiration date, to complete and submit a final report, using the DEPARTMENT's "BMP Implementation Tracking System" (BITS), and complete and submit a final request for grant reimbursement to the DEPARTMENT's Regional Nonpoint Source Coordinator for review and approval.
21. Should consider following methods for controlling, transporting and disposing of aquatic invasive plants and animals and water in which they may be contained, as described in the DEPARTMENT's Manual Code 9183.1 *Boat, Gear, and Equipment Decontamination and Disinfection* and available on the DEPARTMENT's website at: <http://dnr.wi.gov/topic/invasives/disinfection.html>.

A.8.The DEPARTMENT:

1. Promises, in consideration of the covenants and agreements made by the GRANTEE, to obligate for the GRANTEE the amount identified in Part 2 above and to tender to the GRANTEE that portion of the obligation that

is required to pay the DEPARTMENT's share of the costs based on the cost-share percentage listed in Part 2 above for eligible project work performed and expenses incurred during the grant period noted in Part 1 above.

2. Agrees that the GRANTEE shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided in this document. The DEPARTMENT reserves the right only to inspect the job site or premises for the sole purpose of ensuring that the project is progressing or has been completed in compliance with the agreement. The DEPARTMENT takes no responsibility of supervision or direction of the performance of the agreement to be performed by the GRANTEE or the GRANTEE's employees or agents. The DEPARTMENT further agrees that it will exercise no control over the selection and dismissal of the GRANTEE's employees or agents.
3. Shall not reimburse GRANTEE for engineering design costs until installations of associated BMPs have been completed and certified by the GRANTEE as installed in accordance with the grant program standards and specifications of ch. 154, Wis. Admin. Code.
4. Shall not issue final reimbursement to the GRANTEE unless GRANTEE has submitted the Final Report and the Final Report has been approved by the DEPARTMENT Regional Nonpoint Source Coordinator.

B. Special Conditions

- B.1. **Environmental Protection**. The GRANTEE is responsible for following all federal and state regulations for detecting and managing contaminated soils or solid waste encountered during installation of the best management practices funded under this grant. If such materials are encountered, the grantee shall immediately contact the DNR Regional Nonpoint Source Coordinator. The DEPARTMENT may terminate this grant if it determines that installation and operation of the BMP may facilitate movement of hazardous substances to waters of the state.
- B.2. **Natural Heritage Concerns**. If historical/cultural artifacts are unearthed or environmental hazards are discovered during any earth disturbance under this agreement activity, GRANTEE must immediately stop construction activities and notify the DEPARTMENT's Regional Nonpoint Source Coordinator to determine the appropriate response.
- B.3. **Enforcement**. As stipulated in the application for this project noted in Part 1 above, the GRANTEE is responsible for enforcing all local ordinance obligations for construction erosion and post-construction runoff and implementing the storm water local program indicated under the Multiplier section of the application.
- B.4. **Land Acquisition**. This grant authorizes cost-sharing reimbursement, not to exceed the amount in the Land Acquisition budget line and the cost-share percentage set forth in Part 2 above, on the actual eligible purchase price of land required for construction of the best management practice. Value of land for grant purposes is determined by appraisal. Appraisals must be approved by the DEPARTMENT **prior to any acquisition**, and maximum eligible costs are limited to the amount authorized by the DEPARTMENT's appraisal approval letter. See s. NR 155.25, Wis. Adm. Code, for grant-specific land acquisition requirements and "Land Acquisition Guidelines for Local Governments" for uniform land acquisition requirements for all DEPARTMENT grant programs.

PART 5. INELIGIBLE COSTS

1. Costs incurred, or work performed, either prior to or after the grant period (page 1, Part 1), unless specifically authorized in the grant *Purpose and Scope* (Part 3).
2. Costs which are inconsistent with the grant application or this grant agreement,
3. Costs related to operation and maintenance of BMPs.
4. Costs specified in s. NR. 155.15(2), Wis. Adm. Code.


FOR THE GRANTEE

By: _____

Authorized Government Official_____
Title_____
Date Signed

FOR THE STATE OF WISCONSIN

By: _____


for Jim Ritchie, Director
Bureau of Community Financial Assistance
Date Signed_____
(Printed Name, If Different Than Authorized Government Official on P.1)

When returning the signed grant, you must also include evidence of your community's local share of the grant project costs – such as a copy showing its inclusion in the municipal budget, or other evidence that the community has, in fact, committed the necessary funding to complete the project. Alternatively, you may certify that commitment below.

Certification provided as an alternative to evidence of local share:

I, the undersigned, hereby certify and attest that the GRANTEE has incorporated the "local share" of funding for the project covered by this grant within the municipal budget or has otherwise made provisions to provide the local share.

Authorized Government Official_____
Resolution Number Authorizing Expenditure

PROJECT CONTACT PAGE

INSTRUCTIONS: In the spaces below, insert contact information for the person **most directly involved** with this particular project. The Department will contact the person named for all matters related to this project.

Grant No.	USC14291AY23	
Governmental Unit	City of Watertown	
Project Contact Name	Maureen McBroom	
Project Contact Title	Stormwater Project Manager	
Project Contact Mailing Address	106 Jones Street	
	Watertown, WI 53094	
Project Contact Phone Number (direct):	(920) 266-4264	Extension:
Project Contact Email Address:	maureenm@cityofwatertown.org	

Address to which reimbursement checks should be sent if different than contact information above:

Name	Mark Stevens	
Title	Finance Director/Treasurer	
Mailing Address	P.O. Box 477, Watertown, WI 53094	
Phone Number (direct):	(920) 262-4007	Extension:
Email Address:	mstevens@cityofwatertown.org	

If information provided on this page -- or any information in Part 1 of the grant agreement changes during the grant period, please provide the updated information to DNR Nonpoint Source Program Grant Manager and the DNR Regional Nonpoint Source Coordinator.

Please complete this contact page and email it with the signed grant agreement to:
DNRCFANONPOINTGRANTS@wisconsin.gov.

**2023 SERVICE AGREEMENT
BETWEEN THE CITY OF WATERTOWN, WISCONSIN
AND THE WATERTOWN HUMANE SOCIETY**

THIS AGREEMENT is entered into this 1st day of January 2023 by and between the City of Watertown, a Wisconsin municipal corporation located in Jefferson and Dodge Counties, Wisconsin, hereinafter referred to as the "City," (notices and communications hereunder to be delivered to: 106 Jones Street, Watertown, WI 53094) and the Watertown Humane Society, Inc., hereinafter referred to as "WHS," (notices and communications hereunder to be delivered to: 418 Water Tower Court, Watertown, WI 53094), a Wisconsin nonprofit corporation located in Watertown, Wisconsin, for animal services to be provided by "WHS."

1. REMUNERATION

1.1. The City, in consideration of performance by WHS under this Agreement, as herein set forth, shall pay WHS for services furnished as provided hereunder.

1.2. The City shall pay to WHS for the entire calendar year, 2023, the sum of \$62,830.00 (Sixty-two Thousand, Eight Hundred and Thirty Dollars) in four (4) quarterly calendar installments of \$15,707.50 (Fifteen Thousand, Seven Hundred Seven Dollars and Fifty Cents) with respect to, and within, the calendar year 2023. Payment is due within fifteen (15) days of the beginning of each quarter.

1.3. Parties agree to annually review the above referenced amount and negotiate to increase or decrease that amount as described in Section 8.

2. DEFINITIONS

2.1. Animals – Dogs, cats and other small domestic animals.

2.2. Fees

2.2.1. Adoption Fee – an amount charged for the administrative services relative to the transfer of an animal to a new owner.

2.2.2. Boarding Fee – a daily amount charged for the care of an animal while at WHS.

2.2.3. Reclaim Fee – an amount in addition to the boarding fee charged to the owner of an animal that has been kept at WHS in order to reclaim the animal.

2.2.4. Service Fee – amount charged to private citizens by WHS to transfer an animal from WHS to a new owner (adoption), to accept an animal into WHS (surrender), or to euthanize an animal and/or dispose of a dead animal.

2.2.5 Surrender Fee-amount charged to relinquish a pet to the custody of the Watertown Humane Society.

2.2.5. Cremation Fee – amounts charged to private citizens by WHS for either group or private cremation of an animal.

City of Watertown and
Watertown Humane Society, Inc.
Service Agreement 2023-2024

2.3 Surrender – a statement by a former owner of an animal that he or she relinquishes all rights to that animal.

2.4. Owner/Caretaker – includes any person owning, harboring or keeping a dog or cat, and the occupant of any premises on which a dog or cat remains or to which it customarily returns daily for ten (10) days is presumed to be harboring or keeping the dog or cat within the meaning of this agreement per Watertown Municipal Code §228-3 and §228-16.

2.5. Live Trap – a trap that can be loaned out for live trapping of domestic stray animals. A deposit fee is required and said deposit is returned when the trap is returned in good working order.

3. RESPONSIBILITIES OF THE CITY

3.1. The City shall provide full cooperation and assistance to WHS, its officers, agents and employees in order to facilitate and accomplish the services performed under this agreement.

3.2. The City agrees that its Police Department will cooperate in the apprehension and/or destruction of dangerous, vicious or completely uncatchable animals when such animals are mutually determined to be dangerous, vicious or completely uncatchable.

3.3. Where special supplies, stationery, notices, forms and similar materials are to be issued in the name of the City, the same shall be supplied by the City to WHS at the expense of the City and shall be in addition to the annual agreement rate.

3.4. The City's Police Department, at its discretion, may issue animal at large citations from the information provided by WHS. This information will be received from WHS as per Section 4.6 of this Agreement.

4. RESPONSIBILITIES OF WATERTOWN HUMANE SOCIETY (WHS)

4.1. The WHS agrees to furnish and maintain facilities and equipment adequate for the maintenance, housing, shelter, care, euthanasia, and disposal of all animals unlawfully at large and to harbor them under and pursuant to the applicable ordinances of the City, the object being to keep such stray animals, to release them back to their owner or to any other person after service fees, as determined to be appropriate by WHS, have been paid, or to destroy them and dispose of the dead animals.

4.2. WHS will maintain current and accurate records of how all animals received are disposed of and allow the City and its employees open access and the ability to inspect such records as requested at all reasonable times. WHS will comply with §173 of Wisconsin Statutes pertaining to the animals.

4.3. Prior to any renewal of this Agreement under same or similar terms, WHS shall provide to the City annual financial statements and copies of income tax and informational or supplemental returns, documents, and additional financial statements as requested consisting of data comprising no less than twelve (12) months of WHS's fiscal activity. Except pursuant to the City's sole and exclusive discretion to

make waiver, no renewal of this Agreement under same or similar terms may be entered into unless WHS furnishes the materials in fulfillment of the foregoing not later than ninety (90) days prior to any expiration of the term hereunder.

4.4. WHS shall ensure that there are sufficient personnel on duty at the Watertown Humane Society during the following business hours:

Monday: CLOSED
Tuesday: 10am to 5pm
Wednesday: 10am to 5pm
Thursday: 10am to 5pm
Friday: 10am to 5pm
Saturday: 10am to 3pm
Sunday: CLOSED

4.4.1. These hours may change from time to time to better serve the community and animals. In the event the shelter hours change, the hours indicated above shall automatically be changed to reflect the new hours of operation upon written notice to the City.

4.4.2. WHS will be closed on the following holidays: New Years Day, Good Friday, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Years Eve. WHS will inform the City in writing if the shelter will be closed any additional holidays.

4.4.3. Except under demonstrable extenuating circumstances, WHS will respond to all calls from the Watertown Police Department, routine or emergency in the following manner: WHS will respond within 60 minutes of calls placed between 7:00am to 7:00pm seven days a week; WHS will respond within 90 minutes of calls placed between 7:01pm and 6:59am, seven days a week and only if the situation is deemed an emergency by the police department.

4.4.3.1. An emergency call from law enforcement involves one of the following situations: 1) A critically wounded stray animal; 2) an animal in an abusive situation; 3) an animal that has bitten someone and requires assistance for removal; 4) an animal seized by a law enforcement officer under the provisions of §173.13 of Wisconsin Statutes and/or analogous City ordinances. Assigning an emergent nature to a call shall be at the sole and exclusive determination of a member of the City's Police Department.

4.5. It shall be the principal duty of WHS to furnish personnel equipped and prepared to assist between 7:00am and 7:00pm to respond within 60 minutes of calls placed within said hours, to assist in an emergency, and to report and work cooperatively with the City's Police Department during the investigation of complaints received from City residents when done in compliance with §173 of Wisconsin Statutes, analogous City ordinances or other applicable authority.

4.6. In instances of animals running at large, once WHS properly identifies the animal and the owner, this information shall be provided to the City of Watertown Police Department. At a minimum, the information shall include the owner's name, address, phone number(s) and a synopsis of the incident such as location, description of animal, date, time and police department incident number, if known.

City of Watertown and
Watertown Humane Society, Inc.
Service Agreement 2023-2024

4.7. Under no circumstances shall WHS allow a resident of the City of Watertown to adopt animals in a number that exceeds the numerical limits set forth in the relevant rules or regulations.

4.8 WHS shall provide a list of at least four emergency contacts to the City Police Department and Humane Officers. The four emergency contacts are responsible for complying with and responding to within sixty (60) minutes of all calls from the City Police Department placed between 7:00 a.m. and 7:00 p.m. and for responding to all emergency calls between 7:00 p.m. and 7:00 a.m. withing ninety (90) minutes. Said list shall be updated within 5 days of any change to the contact list.

4.9 WHS shall reserve at least four (4) kennels for the use by the City of Watertown at all times as identified on Exhibit A. WHS may use some of the four (4) Kennels for other animals under its control for up to 24 hours, provided at least two (2) kennels are reserved for the City's use. This time may only be expanded on a case-by-case basis upon express permission granted by a Humane Officer or his delegate in his absence for the City of Watertown.

4.10 WHS shall provide the Police Department 24 hour access to the kennels reserved for the City of Watertown.

5. PUBLIC SAFETY AND SERVICE

5.1. Impoundment – the City will, whenever possible, provide written documentation to WHS in connection with the impoundment of an animal. WHS shall take delivery of impounded animals. WHS will not be responsible for obtaining any veterinarian care for an owned, impounded animal. If WHS decides, at its sole discretion to obtain veterinarian care for an owned, impounded animal, the owner will be responsible for reimbursing WHS the cost of all medical treatment. Release of said animal may be done only after impoundment requirements have been met. The City shall be exempt from any such bonds or costs.

5.2. Rabies Control/Bite/Quarantine Cases

5.2.1. Owner Known – WHS will not quarantine an animal which has bitten, and its owner is known unless ordered by the local law enforcement agency in special cases. The owner shall provide WHS with a minimum \$250 cash bond and pay daily costs for the custody and care of said animal during the quarantine period. If an animal is ordered to be euthanized, the owner may not be allowed to see or visit the animal once the animal is in quarantine.

5.2.2. Stray/Owner Unknown – WHS will work at the direction of the Health Department for quarantine and rabies submission as outlined in Wisconsin Statute § 95.21 involving stray or owner unknown animals. WHS will euthanize and dispose of the carcass of rabies specimens submitted to the Wisconsin State Lab of Hygiene. The Health Department must be notified by WHS in the event of any animal bite cases.

5.3. Seize and Rescue – WHS will work with the appropriate City departments to seize/rescue animals for the health and safety of the animals and for the health and safety of the public, but only a law enforcement officer will have the authority to seize an owned animal.

6. MUTUAL AGREEMENTS BETWEEN THE CITY AND WHS

6.1. WHS shall become the owner of all stray animals after the statutory period of impoundment has expired. No animals, dead or alive, will be sold or given away for purposes of experimentation or medical use. WHS shall not release any animal seized by, or at the direction of, the City Humane Officer without the authorization of the City Humane Officer or his delegate in his absence.

6.2. When space allows, WHS may accept animals for surrender at the shelter from citizens of the City. The surrender shall include a surrender fee to be paid by the animal's owner. If the Watertown Humane Society does not have space available, the animal will be placed on a waiting list until space opens. The staff of the Watertown Humane Society will guide and educate community members on the resources available to them to assist in the rehoming of their animals independently. The Watertown Humane Society reserves the right to refuse intake of any owner surrender at their discretion.

6.3. WHS will dispose of stray animal carcasses.

6.4. If an injured animal bearing a current rabies tag, identification tag or other information such that the owner can be identified is impounded, the WHS Manager or designee has the authority and discretion to take or send the injured animal to a licensed veterinarian after reasonable efforts are made to contact the owner of the injured animal. The owner will be responsible for reimbursing WHS the veterinarian costs related to the care of their animal.

6.5. WHS shall be responsible for all salaries and other benefits paid to WHS employees. In addition, WHS shall be responsible for providing Worker's Compensation Insurance and Unemployment Compensation Insurance for its employees, professional liability insurance for its employees and agents with limits of at least \$300,000.00 and commercial umbrella excess liability insurance with limits of at least \$500,000.00. Certificates of insurance showing compliance with this paragraph shall be provided to the City. The City shall be responsible for providing liability insurance covering its liabilities in this instance with the limits of coverage of at least \$50,000.

6.6. Each party to the Agreement shall perform all acts and execute and deliver all documents as may be necessary and proper under the circumstances to accomplish the intent and purpose of this Agreement to carry out its provisions.

7. HUMANE OFFICER PROVISIONS

7.1. One or more law enforcement officers, as appointed or assigned by the Chief of Police shall serve as the City Humane Officer.

7.1.1. All duties of the City Humane Officer shall be outlined in §173 of the Wisconsin Statutes and the City Humane Officer shall enforce all laws and ordinances relating to animals within the City, including but not limited to, the provisions of §173 of the Wisconsin Statutes, which had been adopted by the City. WHS shall act at the direction of the City Humane Officer and such action shall conform to the requirements of §173 of the Wisconsin Statutes.

7.1.2. The Humane Officer of the City and any other properly authorized delegate of the City shall possess all the authorities pursuant to §173 of the Wisconsin Statutes.

8. TERM

City of Watertown and
Watertown Humane Society, Inc.
Service Agreement 2023-2024

The term of this Agreement shall be from January 1, 2023 to December 31, 2023 and this Agreement shall automatically renew on January 1, 2024 for successive term of twelve (12) months and then on December 31 of said calendar year, 2024 and automatically renew thereafter for identical, successive twelve (12) month terms until and unless terminated for cause hereunder or upon written notice received by the non-terminating party on or before September 30 within the annual calendar term set to expire. This Agreement may be modified at any time as described in Section 12.2.

9. TERMINATION OF AGREEMENT

9.1. Termination of Agreement for Cause. If through any cause, either the City or WHS shall fail to fulfill in a timely proper manner its obligations under this agreement, or if either party violates any of the covenants or stipulations of this Agreement, the aggrieved party shall, prior to termination, give written notice to the other party of such violation and if the violation is not eliminated or cured within ten (10) days of personal delivery of such notice at the address given above for such party, the aggrieved party shall have the right to terminate this Agreement and specify the effective date thereof.

9.2. Termination for Convenience of the City or WHS. If for any reason either the City or WHS does not anticipate renewal of the Agreement at the end of the current term, written notice shall be given to the other at least 90 days before the termination date of the current Agreement.

9.3. Termination for Non-appropriation. If the City does not appropriate funds in the fiscal year in the amount equal to the price negotiated by the following agreement year, it is mutually agreed that this contract may be cancelled by either party; however, the City shall, to the extent reasonably possible, seek to maintain funding levels such that a suitable contingency plan for this situation can be planned for and implemented by WHS to prevent harm to the animals currently residing at WHS and to prevent harm or threat of harm to the community from stray animals posing a health threat.

10. NONLIABILITY

10.1. No person, firm, corporation or other entity shall obtain any civil liability remedy against the City or WHS, or their respective officers, employees or agents, for any damage, claims or causes of action arising out of or resulting from the execution of this Agreement. Furthermore, nothing in this Agreement is intended to be interpreted to expand any liability that either the City or WHS may have to any third parties. This Agreement is in no way intended to benefit any persons other than the parties to it and is not entered into with the intent to benefit any other person, firm, corporation or other entity, either directly or indirectly.

10.2. Nothing in this Agreement shall be construed to create any liability or waive any of the immunities, limitations on liability, or other provisions as conferred by laws of the State of Wisconsin and Federal government, including the notice provisions for governmental claims contained in § 893.80 of the Wisconsin Statutes. This Agreement does not confer any additional immunities or limitations on liability otherwise available to WHS, or the City, or their respective officers, employees, or agents.

10.3. The City agrees to authorize WHS to effectively carry out the City's obligations under this Agreement, and to take whatever action is reasonably required to effectuate such authorization. Such authority shall

include, but is not limited to, the authority to enforce the Wisconsin Rabies Law, and other local ordinances pertaining to Humane Officers. Other than the authorities specifically delegated to WHS by ordinance, contract or otherwise, WHS has no authority, as agent or otherwise, to bind the City to any legal obligation. WHS, its officers, agents or employees are independent contractors and are not agents or employees of the City.

10.4. Whenever any loss, costs, damage or expense occurs resulting from any casualty or incidents incurred by either of the parties to this Agreement in connection with the services rendered under this Agreement, and such party is then covered in whole or in parts by insurance with respect to loss, cost, damage or expense, the party is so insured by this Agreement releases the other party from any liability it may have an account of such loss, costs, damage or expense to the extent of the amount recovered by reason of such insurance, and waves the right of subrogation which might otherwise exist or accrue to any person on account of it, provided that such release of liability and waiver of the right of subrogation may not be operative in any case where the effect is to invalidate such insurance coverage or increase its cost. Such a waiver shall be evidenced in proper certificates or endorsements from appropriate carriers or insurance funds of the parties.

11. AUTHORITY

The parties signing below represent and warrant that they have the legal authority, by ordinance or otherwise, to enter into this Agreement and to bind the City to its terms. A copy of the resolution and a copy of the minutes from the appropriate meeting authorizing this action by the City shall be attached to the Agreement and included by reference here in.

12. NON-ASSIGNMENT, AMENDMENTS AND SEVERABILITY

12.1. This Agreement shall not be assignable to either party to it, or shall the performance of any of the duties under it be delegable to any party to it, without the express written consent of all the parties hereto. This Agreement shall not be assignable to operation of law.

12.2. Neither this Agreement nor any term or provision of it may be changed, waived, discharged, amended, modified or in any manner other than by an instrument in writing signed by both of the parties to this Agreement.

12.3. If any term or provision of this Agreement is at any time during the term of this Agreement, or any extension of the Agreement, determined by a Court of competent jurisdiction to be in conflict with applicable Federal law, State law, Federal or State administrative agency rule, or Federal or State judicial decision, such term or provision shall continue in effect only to the extent permitted by such law, rule, or decision. If such part of this Agreement cannot be amended to be applied under said law, rule or decision, then such term or provision shall be deemed invalid, however, the remaining provisions of this Agreement will remain in full force and effect, and the Agreement will be enforced and interpreted to extent possible without said conflicting provisions.

City of Watertown and
Watertown Humane Society, Inc.
Service Agreement 2023-2024

12.4. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Wisconsin, without giving effect to principles and provisions of those laws relating to conflict or choice of laws.

[SIGNATURE PAGE TO FOLLOW]

City of Watertown
Watertown Humane Society, Inc.
Service Agreement 2023-2024

WATERTOWN HUMANE SOCIETY, INC.

CITY OF WATERTOWN

BY: Kathy Polensky

Kathy Polensky, Board President

DATE: 12-21-22

Primary Contact for
Watertown Humane Society, Inc.

Heather VanDam

Executive Director

418 Water Tower Court

Watertown, WI 53094

manager@whsadopt.org

BY: _____

Emily McFarland, Mayor

DATE: _____

Primary Contact for
City of Watertown

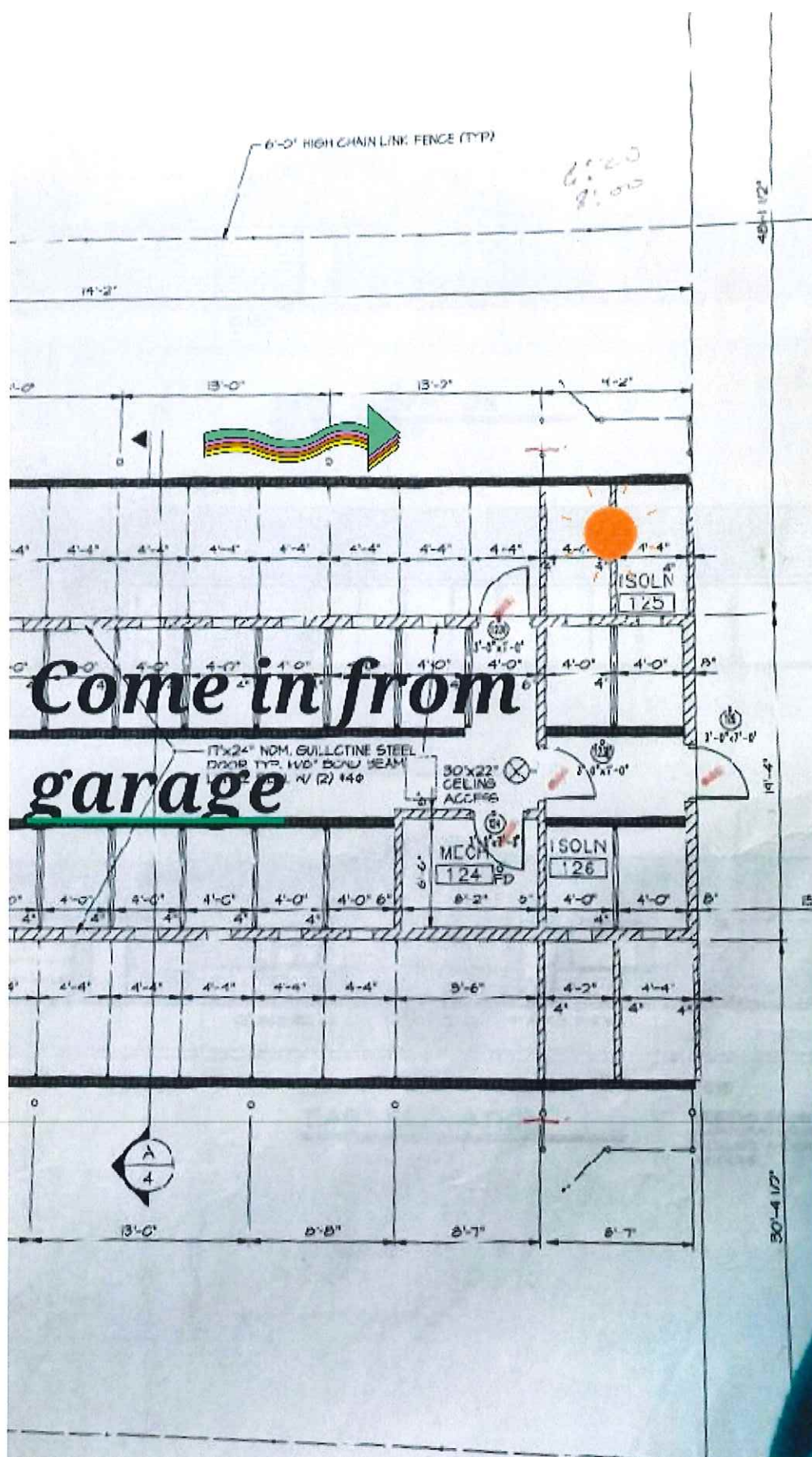
City Attorney Steven T. Chesebro

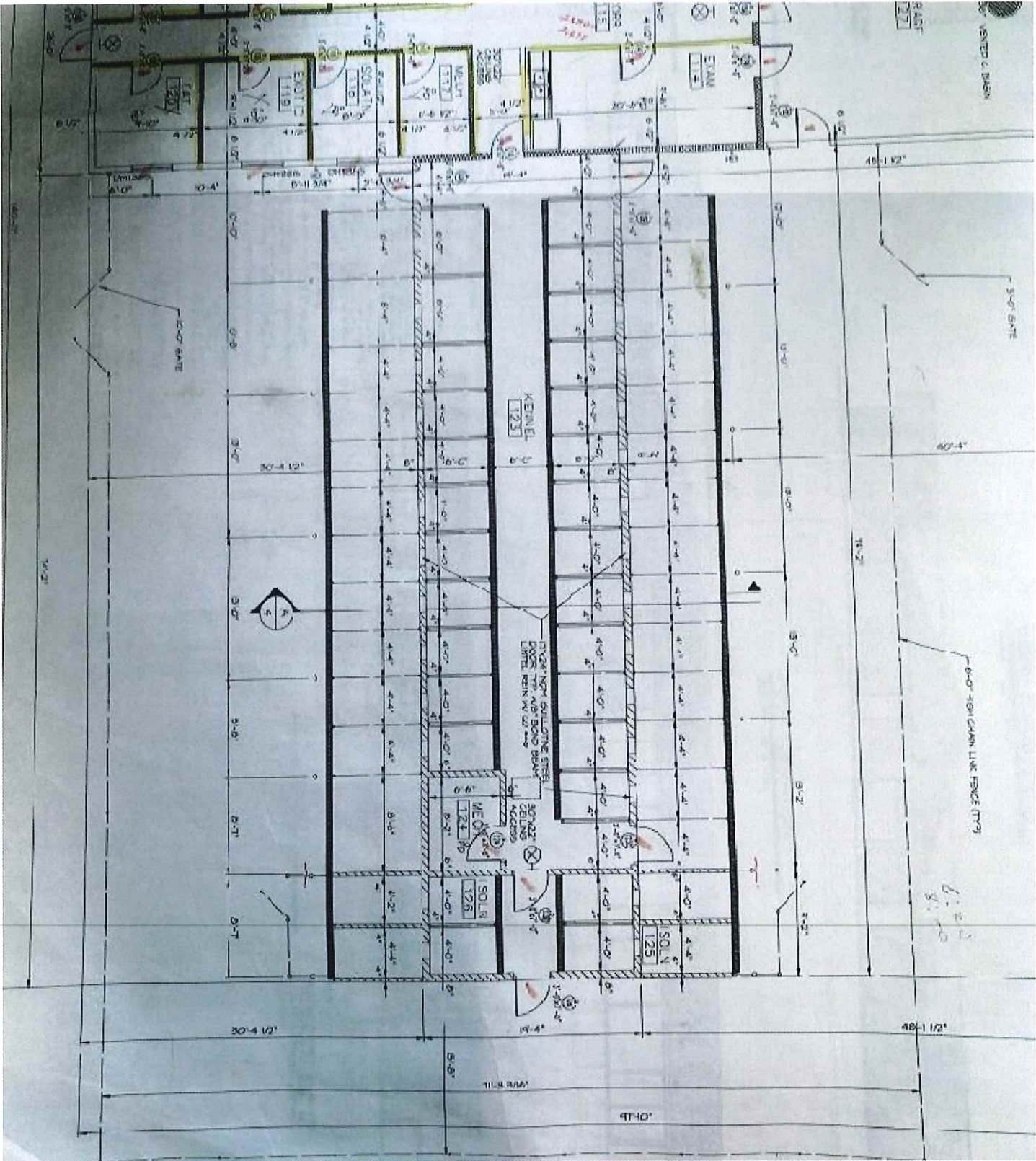
106 Jones Street

Watertown, WI 53094

Approved as to form and sufficiency:

City Attorney
State Bar No. 1074496





**RESOLUTION TO
ENTER INTO THE
2023 SERVICE AGREEMENT BETWEEN THE CITY OF WATERTOWN,
WISCONSIN AND THE WATERTOWN HUMANE SOCIETY**

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

WHEREAS, the attached 2023 Service Agreement between the City of Watertown, Wisconsin and the Watertown Humane Society has been reviewed as to legal form and sufficiency by the City Attorney and deemed appropriate; and,

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

That the proper City Officials be and are hereby authorized to execute the 2023 Service Agreement between the City of Watertown, Wisconsin and the Watertown Humane Society.

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

ADOPTED January 17, 2023

CITY CLERK

APPROVED January 17, 2023

MAYOR

TO: Mayor McFarland, Finance Committee
FR: Mark Stevens
DATE: January 5, 2023
RE: 2023 liability insurance recommendations

Cyber Insurance

I met with our insurance brokers two weeks ago to review the 2023 insurance pricing (effective 1/1/23). The regular package of insurance premiums was a 1.5% increase, within my anticipated amount for the budget. The one that jacked up higher, though, was cyber insurance. To maintain current coverages, the Chubb premiums moved from \$20,808 to \$24,995 (20%), and that was taking into consideration the changes in our IT practices (Multi-Factor Authentication, Endpoint Detection & Response) that DigiCorps has been helping us with in recent days.

I was introduced, for the first time, to a LWMMI cyber insurance product. I have been told that this was launched January 2021, and about 95 municipalities have purchased this product from LWMMI. This product is limited to municipalities that have the enhanced IT practices. The insurance offering is re-insured by a sizable cyber insurance company, Tokio Marine HCC.

Coverage differences:	<u>Chubb</u>	<u>LWMMI</u>
Cyber extortion	\$1,000,000	\$250,000
Cyber crime	\$0	\$250,000

I renewed the Chubb policy as of 1/1/23 to have coverage in place, but verified that it can be cancelled at the end of the month. I recommend that the coverage be transitioned to the LWMMI product effective February 1, 2023, at the annual premium cost of \$6,803.

Water Main Breakage

I asked our agents to bring to my attention any possible gaps in coverages that other municipalities might purchase. There is a product that provides coverage for personal property of others caused by water main breakage that also includes no-fault sewer issues. The coverage acts as a secondary/excess coverage (following homeowner's policy) with a \$100,000 limit (\$300,000 aggregate per year).

The cost is \$1.75 per population count, so it would cost the City approximately \$42,000. This was not included for consideration in our budget. I do not recommend its pursuit for 2023 but look for direction from the committee as to whether this should be incorporated into future year's budget submissions.

CHUBB®

Chubb's Cyber Service Solutions



Bridging the gap between cyber insurance and cyber security expertise.

Purchasing cyber insurance from Chubb is a great first step to help protect your organization from the financial and reputational losses experienced when data breaches and system outages occur. But protection doesn't end there. Chubb's policyholders have access to a selection of essential mitigation tools and advisory resources that can help you reduce your exposures 365 days a year.

Put the power of our solutions and advisory resources to work for your organization today. To request services or schedule an orientation call with a Chubb Cyber Risk Advisor, visit www.chubb.com/us/getcyberservices, or email us at cyber@chubb.com.

Solution	Complimentary Offers	Discounted Offers
Incident Response Solutions Deploy tools and assessments that can help identify and address cyber security risks.		
Incident Response Mobile App: Get 24/7 incident reporting and response service resources at your fingertips.	★	
Online Response Plan Manager: Build and maintain a customized response plan that can be accessed via the web or a mobile device.		★
Virtual Incident Response Tabletop Exercise: Use a virtual, interactive cyber event simulation to test your organization's ability to appropriately comply with your incident response plan.		★
Response Readiness Assessment: Receive a personalized assessment of your current incident response plan or get help creating an incident response plan if you do not already have one in place.		★
Cyber Vulnerability Management Solutions Stay on top of software and network vulnerabilities that could impact your bottom line.		
Chubb Cyber Vulnerability Alert System: Get periodic updates that highlight the most critical and recently identified software vulnerabilities.	★	
External Vulnerability Monitoring: Use an online platform to help identify potential weaknesses in your computing systems before they may lead to a data breach or system downtime.	★	
Network Vulnerability Scan: Use an automated vulnerability scan to test your firewalls, web applications, and mail servers for common vulnerabilities.		★

solution	Complimentary Offers	Discounted Offers
User Security and Education Solutions Empower your workforce to serve as your first line of defense.		
Multifactor Authentication (MFA) Assessment: Review and test your MFA implementation, and receive guidance to help mitigate potential exposures.		★
MFA Implementation: Get help selecting, designing, and implementing an MFA solution.		★
Secure Password Manager: Make it easier for your employees to create and use stronger passwords.	★	
Phishing Email Simulator: Test your employees to see how well they respond to simulated phishing attacks.		★
Perimeter Email Security: Get help selecting, designing, and implementing email filtering and sandboxing.		★
Security Awareness Training: Provide training to your employees on cyber security best practices and how to identify potential threats.	★	
Cyber Risk Resource Library: Access this online resource for information and technical resources that can help prevent network, cyber, and privacy losses.	★	
Cyber Endpoint Security Solutions Access solutions to help stop malicious activity from entering and spreading through your network.		
Endpoint Security and Response: Help detect and stop malicious activity, such as ransomware, from spreading through your network.		★
Patch Management: Get help selecting, designing, and implementing a solution to deploy updates to your software.		★

Request Cyber Services Today!

All Chubb policyholders are eligible for cyber services.

Get the most value from your Chubb policy and request access today!



To request online, scan the QR code or visit www.chubb.com/us/getcyberservices.



Chubb. Insured.SM

www.chubb.com/cyber

Chubb is the marketing name used to refer to subsidiaries of Chubb Limited providing insurance and related services. For a list of these subsidiaries, please visit www.chubb.com. Insurance is provided by ACE American Insurance Company and its U.S.-based Chubb underwriting company affiliates. All products may not be available in all states. This document is advisory in nature and is offered for informational purposes. The information contained in this document is not intended as a substitute for legal, technical, or other professional advice. This communication contains product summaries only. Coverage is subject to the language of the policies as actually issued. Surplus lines insurance sold only through licensed surplus lines producers. Chubb, 202 Hall's Mill Road, Whitehouse Station, NJ 08889-1600.

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CHUBB

ACE American Insurance Company

Chubb Cyber Enterprise Risk Management Policy Declarations

NOTICE: THE THIRD PARTY LIABILITY INSURING AGREEMENTS OF THIS POLICY PROVIDE CLAIMS-MADE COVERAGE, WHICH APPLIES ONLY TO CLAIMS FIRST MADE DURING THE POLICY PERIOD OR AN APPLICABLE EXTENDED REPORTING PERIOD FOR ANY INCIDENT TAKING PLACE AFTER THE RETROACTIVE DATE BUT BEFORE THE END OF THE POLICY PERIOD.

AMOUNTS INCURRED AS CLAIMS EXPENSES UNDER THIS POLICY SHALL REDUCE AND MAY EXHAUST THE APPLICABLE LIMIT OF INSURANCE AND WILL BE APPLIED AGAINST ANY APPLICABLE RETENTION. IN NO EVENT WILL THE COMPANY BE LIABLE FOR CLAIMS EXPENSES OR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT IN EXCESS OF THE APPLICABLE LIMIT OF INSURANCE. TERMS THAT ARE UNDERLINED IN THIS NOTICE PROVISION HAVE SPECIAL MEANING AND ARE DEFINED IN SECTION II, DEFINITIONS. READ THE ENTIRE POLICY CAREFULLY.

IF YOU NEED URGENT CRISIS MANAGEMENT OR
LEGAL ADVICE, PLEASE CONTACT:

Cyber Incident Response Coach Hotline at:
1-(800)-817-2665 or Press your 'Report Cyber Incident' button
on the Chubb Cyber Alert Mobile application.

Policy No: D95197851	Renewal of: D95197851
Item 1. Named Insured	CITY OF WATERTOWN
Principal Address	106 JONES ST P.O. BOX 477 WATERTOWN,WI 53094-3737
Item 2. Policy Period	From: 01-01-2023 To: 01-01-2024 (12:01 AM local time at the address shown in Item 1.)

Item 3. Maximum Policy Limits of Insurance.	
A. Maximum Single Limit of Insurance	\$1,000,000
B. Maximum Policy Aggregate Limit of Insurance	\$1,000,000

Item 4. Limits of Insurance, Retentions and Insuring Agreement(s) Purchased. If any Limit of Insurance field for an Insuring Agreement is left blank or NOT COVERED is shown, there is no coverage for such Insuring Agreement.			
First Party Insuring Agreements			
A. Cyber Incident Response Fund	Each Cyber Incident Limit	Aggregate Limit for all Cyber Incidents	Each Cyber Incident Retention
1. Cyber Incident Response Team	\$1,000,000	\$1,000,000	\$10,000
			Except Cyber Incident \$0

			Response Coach:	
First Party Insuring Agreements				
<p>NOTE: The Insured is under no obligation to use or contract for services with the Cyber Incident Response Team. However, if the Insured elects not to use or contract with the Cyber Incident Response Team but elects to use or contract with a Non-Panel Response Provider, then the Each Cyber Incident Limits and Aggregate Limit for all Cyber Incidents specified in Item 4A2 below apply.</p>				
2. Non-Panel Response Provider	\$500,000	\$500,000	\$1,000	
Insuring Agreement	Each Cyber Incident Limit	Aggregate Limit for all Cyber Incidents	Each Cyber Incident Retention	
B. Business Interruption and Extra Expense				
1. Business Interruption Loss and Extra Expenses	\$1,000,000	\$1,000,000	\$10,000	
			Waiting Period: 12 Hours	
2. Contingent Business Interruption Loss and Extra Expenses	\$1,000,000	\$1,000,000	\$10,000	
			Waiting Period: 12 Hours	
a. Scheduled Providers Limit (if scheduled by endorsement)			Waiting Period:	
C. Digital Data Recovery	\$1,000,000	\$1,000,000	\$10,000	
D. Network Extortion	\$1,000,000	\$1,000,000	\$10,000	

Third Party Liability Insuring Agreements			
Insuring Agreement	Each Claim Limit	Aggregate Limit for all Claims	Each Claim Retention
E. Cyber, Privacy and Network Security Liability	\$1,000,000	\$1,000,000	\$10,000
1. Payment Card Loss	\$1,000,000	\$1,000,000	\$10,000
2. Regulatory Proceeding	\$1,000,000	\$1,000,000	\$10,000
F. Electronic, Social And Printed Media Liability	\$1,000,000	\$1,000,000	\$10,000

Item 5. Retroactive Date (only applicable to Third Party Insuring Agreements)	Full Prior Acts
Item 6. Pending or Prior Proceedings Date (only applicable to Third Party Insuring Agreements)	01-01-2021

Third Party Liability Insuring Agreements		
Item 7. Extended Reporting Period	A. Additional Premium:	100% of Annual Premium
	B. Additional Period:	12 Months

Item 8. Policy Premium	\$22,164.00
Policy Premium Plus applicable taxes and fees (if any)	\$22,164.00

Item 9. Notice to Insurer	
A. Notice of Incident, Claim, or potential Claim as set forth in section VIII, subsection C	By Mail: Director of Claims Chubb P.O. BOX 5105 Scranton, PA 18505-0518 Fax Number: 877-201-8787
	By Email: cyberclaimreport@chubb.com
	By Mobile App Or Online: Visit www.chubb.com/cyber OR Visit www.chubb.com/us-en/claims OR Press the 'Report Cyber Incident' button on the Chubb Cyber Alert mobile application.
B. All Other Notices to the Insurer	Chief Underwriting Officer Chubb – Financial Lines 1133 Avenue of the Americas, 32nd Floor New York, NY 10036

Chubb. Insured.™



Cyber Quote for the City of Watertown

Cyber Limit:	\$1,000,000
Deductible:	\$10,000
Effective Date:	1/1/2023
Operating Expenditures:	\$18,371,317

Premium:	\$6,803
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Third Party Liability Insuring Agreements:

Multimedia Liability	\$1,000,000
Security and Privacy Liability	\$1,000,000
Privacy Regulatory Defense & Penalties	\$1,000,000
PCI DSS Liability	\$1,000,000
TCPA Defense	\$100,000

First Party Insuring Agreements:

Breach Events Costs	\$1,000,000
BrandGuard®	\$1,000,000
System Failure	\$1,000,000
Cyber Extortion	\$250,000
Cyber Crime	\$250,000
Reward Expenses	\$100,000
Court Attendance Costs	\$100,000
Aggregate Limit of Liability	\$1,000,000

Chubb = \$1M
Chubb = \$0

Thank you for your continued support of the League of Wisconsin Municipalities Mutual Insurance!

Strohman Ballweg, LLP

Tokyo Marine - re-ins



State-of-the-Art CYBER PROTECTION

With cyber liability coverage from League of Wisconsin Municipalities Mutual Insurance, you have access to state-of-the-art cyber coverage to keep you protected against cyber threats.

If your business relies on internet access, email communication, accepts credit card payments, collects customer information, or stores employee data, your business is at risk. Whether your systems become compromised due to malware or personal data is accidentally exposed, you may suffer losses that can be covered by your cyber insurance endorsement.

In 2019

- The Identity Theft Resource Center (ITRC) reported 1,473 data breaches. This is a 17% increase over 2018 records.¹
- 65% of US organizations experienced a successful phishing attack last year.²
- Average ransom demands doubled in 2018, from \$42K to \$84K.³

Cyber Liability protects you against:

- System failure due to ransomware or malware attacks
- Loss and/or exposure of customer or employee data, including social security numbers, phone numbers, email addresses,
- Phishing or email scams targeting your business or employees that result in financial loss

Cyber Risk Support & Training

With access to expert cyber security advisors and online training courses, our cyber support resources help you and your organization mitigate cyber risks and the impact of a cyber security breach. You'll have access to:

- Cyber security advisors to help with scenario planning and policy development
- Online cyber security courses and trainings
- Best practices for cyber incident response planning

Through our partnership with leading cyber insurance provider, Tokio Marine HCC, you have access to a team of cyber experts with the experience and know-how to respond quickly and get your business back on track. Should you suspect a cyber breach, the response our expert claims examiners coordinate the response, including expert legal counsel who will act as your breach coach throughout the claims process. If necessary, specialists may be engaged, including:

- IT security and forensic experts
- Public relations/advertising support
- Breach notification
- Call center and website support
- Credit monitoring and identity theft restoration services

Cyber Threats to Your Business

System Failure Claim Scenario

During a public library's system upgrade, a software malfunction causes data corruption. Unfortunately, an attempt to restore lost data from uninspected backups, was also corrupted during the installation process. The library hired part-time employees to manually recreate the lost data from paper receipts. System Failure Insurance covered the library's data restoration expenses, including the cost of hiring additional staff to recreate the lost data, as well as associated business interruption losses.

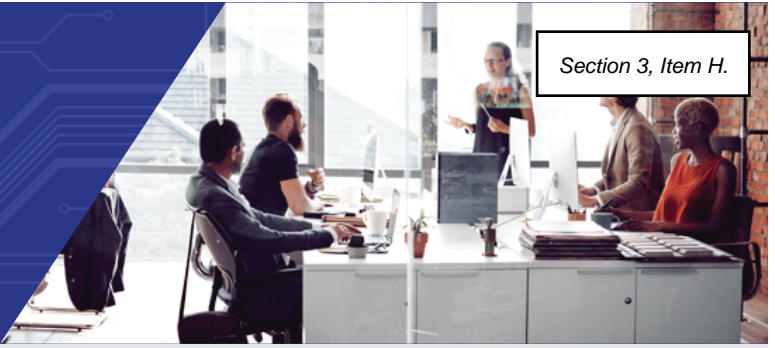
1. Identity Theft Resource Center, "ITRC Breach Reports, 2019 End of the Year Data Breach Report", January 28, 2020 <https://www.idtheftcenter.org/identity-theft-resource-centers-annual-end-of-year-data-breach-report-reveals-17-percent-increase-in-breaches-over-2018/>

2. Proofpoint, "Threat actors leverage credential dump, phishing, and legacy email protocols to bypass MFA and breach cloud accounts worldwide", March 14, 2019 <https://www.proofpoint.com/us/threat-insight/post/threat-actors-leverage-credential-dumps-phishing-and-legacy-email-protocols>

3. Coveware, Inc., "Ransomware Costs Double in Q4 as Ryuk, Sodinokibi Proliferate", January 22, 2020 <https://www.coveware.com/blog/2020/1/22/ransomware-costs-double-in-q4-as-ryuk-sodinokibi-proliferate#:~:text=What%20is%20the%20Average%20Ransom,that%20are%20actively%20attacking%20companies.>



State-of-the-Art CYBER PROTECTION



Cyber Crime Claim Scenario

An accountant at a small municipality in the Chicago area received an e-mail from a member of the municipality's finance and budget committee requesting a wire transfer be processed in the amount of \$50,000. The wire was sent, but, in a later conversation with a committee member, the accountant discovered that the committee had not actually requested the wire transfer. In fact, the e-mail the accountant received was a "spoof" e-mail, sent by a hacker who had created a fraudulent e-mail account to impersonate a committee member. The bank would not return the municipality's funds because the transfer appeared to be legitimate. Cyber Crime Insurance covered the municipality's financial loss of \$50,000.

State-of-the-Art Cyber

League of Wisconsin Municipalities Mutual Insurance's cyber liability insurance provides coverage and support for a broad range of cyber threats and related expenses:

Breach Event Costs - Coverage for mitigation costs and expenses incurred because of a privacy breach, security breach or adverse media report, including legal expenses, public relations expenses, IT expenses.

System Failure - Coverage for income loss, business interruption expenses, and data recovery costs.

Cyber Extortion - Coverage for extortion-related expenses and monies paid as a direct result of a credible cyber extortion threat, including ransomware.

Cyber Crime - Coverage for loss of money or securities incurred due to financial fraud, including wire transfer fraud; charges incurred for unauthorized calls resulting from fraudulent use of an insured telephone system; expenses incurred to notify customers of phishing schemes.

Reward Expenses - Coverage for reasonable amounts paid to an informant for information not otherwise available, which leads to the arrest and conviction of a person or group responsible for a privacy breach, security breach, system failure, cyber extortion threat, financial fraud, telecommunications fraud, or phishing attack.

Court Attendance Costs - Coverage for reasonable amounts paid to an informant for information not otherwise available, which leads to the arrest and conviction of a person or group responsible for a privacy breach, security breach, system failure, cyber

extortion threat, financial fraud, telecommunications fraud, or phishing attack.

BrandGuard® - Coverage for loss of net profit incurred as a direct result of an adverse media report or notification to affected individuals following a security breach or privacy breach.

Multimedia Liability - Coverage for third party claims including claims alleging copyright/trademark infringement, libel/slander, plagiarism, or personal injury.

Security and Privacy Liability - Coverage for claims alleging failure to safeguard electronic or non-electronic confidential information, or failure to prevent virus attacks.

Privacy Regulatory Defense and Penalties - Coverage for regulatory fines, penalties and regulatory compensatory awards brought by federal, state, or local governmental agencies.

PCI DSS Liability - Coverage for assessments, fines, or penalties imposed by banks or credit card companies due to non-compliance with the Payment Card Industry Data Security Standard (PCI DSS) or payment card company rules.

TCPA Defense - Coverage for the defense of claims alleging violation of the Telephone Consumer Protection Act, the Telemarketing and Consumer Fraud and Abuse Prevention Act, the CAN-Spam Act, or any similar federal, state, local or foreign law regulating the use of telephonic or electronic communications for solicitation purposes.

If you are interested in coverage, contact your League of Wisconsin representative or visit us at: www.lwmmi.org

TO: Mayor McFarland, Finance Committee
FR: Mark Stevens
DATE: January 5, 2023
RE: Unclaimed Funds

Wis. Stat. 59.66(2)(a)1 requires us to file a written report at the beginning of each odd-numbered year with our counties for any held money or security that hasn't been claimed for at least one year. The respective counties publish a public notice of unclaimed funds to attempt to find owners within six months.

The following is the City's list of outstanding checks that meet this definition. I will provide the required information to Dodge & Jefferson Counties and the WI Dept of Financial Institutions.

JP Morgan Chase Bank Account					
Period Date	Transaction Date	Description	County	Check Number	Amount
6/30/2020	1/8/2018	AMANDA N KAISER	DODGE	435810	25.00
6/30/2020	5/15/2018	CASSANDRA CAPEK	DODGE	437175	30.00
6/30/2020	8/15/2018	ASHLEY NEUHOFFER	DODGE	438060	25.00
2/28/2021	2/3/2021	CADEN WIZNER	DODGE	447379	43.00
4/30/2021	4/12/2021	NICHOLAS KOSLOSKI	DODGE	448126	67.50
5/31/2021	5/5/2021	JASON WUESTENBERG	DODGE	448303	66.00
			DODGE TOTAL		\$ 256.50
6/30/2020	1/9/2020	JULIAN RAYMOND	JEFFERSON	443508	55.00
6/30/2020	1/14/2020	TOMAS DE JESUS MARES VITAL	JEFFERSON	443526	20.08
6/30/2020	4/8/2020	LAURA K GOMEZ	JEFFERSON	444424	25.00
6/30/2020	4/22/2020	SHEILA HOWARD	JEFFERSON	444559	30.00
6/30/2020	6/2/2020	JESSICA WEBB (NEE MILLER)	JEFFERSON	444941	30.00
6/30/2020	6/2/2020	JUAN PINEDA	JEFFERSON	444951	60.00
12/31/2020	12/30/2020	KRISTEN MIELKE	JEFFERSON	447050	27.50
2/28/2021	2/3/2021	TOBIAS ROLOFF	JEFFERSON	447432	72.69
			JEFFERSON TOTAL		\$ 320.27
12/31/2020	12/31/2020	RHYME (FORMERLY DATATEK IMAGING LLC)	COLUMBIA	447120	393.02
8/31/2020	8/13/2020	JESSE VISOCNIK	LAKE (IL)	445586	92.00
6/30/2020	3/12/2020	ANGELA QUALLS	WALWORTH	444147	40.00
			Non-Dodge/Jefferson TOTAL		\$ 525.02
			Grand Totals:		\$ 1,101.79