

REDEVELOPMENT AUTHORITY MEETING AGENDA

WEDNESDAY, JANUARY 18, 2023 AT 5:30 PM

CITY HALL, LOWER LEVEL ROOM 0041, 106 JONES STREET

IN-PERSON/VIRTUAL MEETING

By Phone or GoToMeeting: https://global.gotomeeting.com/join/471703029

For the Public, Members of the media and the public may attend by calling: (US)+1 (872) 240-3412

Access Code: 471-703-029

- 1. PLEDGE OF ALLEGIANCE
- 2. ROLL CALL
- 3. DETERMINATION OF QUORUM AND CALL TO ORDER
- 4. APPROVAL OF PRIOR MEETING MINUTES
 - A. RDA Meeting Minutes December 7, 2022
- 5. OPENING FOR PUBLIC COMMENT

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

- 6. POTENTIAL BOARD MEMBER CHANGES REVIEW AND POSSIBLE ACTION
- 7. STATUS REPORTS
 - A. Community Support/Communication Mueller
 - 1. Social media and web analytics
 - B. Common Council Update- Ruetten
 - C. Historical Installation Task Force Zimmermann/Becker
 - 1. Sign Art Studio recent site visit & plaque locations
 - D. Executive Director Update
 - 1. Town Square Construction
 - a. Work in progress update
 - b. Budget and funds update
 - 2. Town Square
 - a. Grand Opening planning
 - b. Programming Event Coordinator status
 - 3. TWall Project Update
 - 4. Revolving Loan Fund Update
 - a. Application Update- Zastrow/Becker
- 8. CHANGE ORDER REVIEW AND POSSIBLE ACTION
 - A. Bike Racks
 - B. Fencing Renewal
- 9. FUTURE FUND TRANSFER REVIEW AND POSSIBLE ACTION
 - A. Future Fund Transfer Review and possible action
- 10. ADJOURN

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



Redevelopment Authority for the City of Watertown

Turning Opportunity into Results

Wednesday December 7, 2022

5:30 pm In-PERSON/VIRTUAL MEETING Room 0041, City Hall

By Phone or GoToMeeting:

https://global.gotomeeting.com/join/471703029

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

RDA STRATEGIC PRIORITIES

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

AGENDA

- 1. Pledge of Allegiance
- 2. Roll Call
 - a. Present: Salas, Ruetten, Kuenzi, Bartz, Zimmermann, Zastrow
 - b. Absent: Marchant
 - c. Also Present: Mayor Emily McFarland; Mason Becker, RDA Executive Director; Mark Stevens, City Finance Director/Treasurer; Steven Chesebro, City Attorney
- 3. Determination of Quorum and Call to Order at 5:33 pm
- 4. Review/Approve: Minutes of Previous Meetings May 18, 2022 and June 15, 2022
 - a. Zimmermann motioned to approve. Bartz seconded the motion. Minutes were unanimously approved.
- 5. Public Comment
 - a. No members of the public present.
- 6. Transition Updates
 - a. Staffing Update McFarland
 - Salas thanks McFarland and Zastrow for working through details of the Town Square in the absent of an RDA Executive Director.
 - ii. McFarland introduced Mason Becker RDA's new Executive Director
 - b. Town Square Update McFarland
 - i. Town Square progress: items received, ordered, delayed, installed.
 - ii. McFarland Water Street was designed with no road markings. If markings needed per PD, City Engineering team will put in their 2023 budget and complete.
 - iii. May 20, 2023 Bentzin Family Town Square opens.
 - iv. Maas will be billing hourly now.
 - v. Fence rental ends January 13, 2023. Fencing might still be needed for safety.

 Zastrow motioned to have Becker order fencing if need is determined. Kuenzi seconded the motion. Motion passed unanimously.
 - vi. Programming Events Coordinator (Bentzin Family Town Square) Recreation, Parks, and Forestry Department is posted.

City is responsible for 75% of salary/benefits, RDA 25%.

Zimmermann volunteered to represent the RDA during the interview process.

- c. Historical Wall Update Becker
 - Met with Sign Art Studio Vendor selected for design/construction of History Wall. Scheduled install date: June 2023.
- d. RDA Financial Management Update Stevens
 - i. Bills are paid. Working with banks to add Becker as a signer to accounts.
 - ii. Payoffs: DS Johnson made final payment on schedule. Lindborg/Schempf building paid off \$100,000 early.
 - iii. Revolving Loan Fund now has \$100,000 funds. RDA will reassess program.
 - iv. City's general fund will be paying RDA Executive Director salary/benefits.
- e. TWall Update McFarland
 - i. Will be executing second (and final) 60-day extension notice on December 14 to expire February 12, 2023.
- 7. Transfer of Ownership McFarland
 - a. Zastrow motioned to approve: "Resolution to Execute Quit Claim Deed to Transfer Ownership of the Bentzin Family Town Square to the City of Watertown". Zimmermann seconded the motion. Roll call passed unanimously.
 - b. Discussion of: "Resolution to Approve Property Management Agreement".
 Additions/changes including: "Town Square Program Director will work with an Oversight Committee", will be added to the Resolution. Suggestions e-mailed to Becker by 12/21/2022.
 Vote postponed until next meeting.
- 8. Approve Change Orders (from Maas Bros. Construction) McFarland
 - a. Zastrow motioned to process Change Order 7 & 8. Kuenzi seconded the motion. Motion passed unanimously. Salas abstained.
- Adjournment at 6:38 pm
 Zastrow motioned to adjourn, Kuenzi seconded. Motion carried unanimously. Meeting adjourned.

Watertown Redevelopment Authority Social Media Report - November 15

Facebook (last 28 days)	Nov.	Oct.
Post Reach:	1,487	7,675
Post Engagement:	722	3,017
Shares:	8	40
Followers:	1,355	1,349
New Followers:	9	18

Definitions:

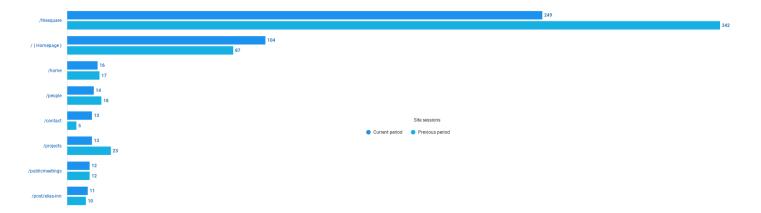
Post Reach: The post appeared on user's News Feed.

Post Engagement: User clicked anywhere on page posts (e.g. liked, comment, share) Followers: People who click "follow" to receive posts in their News Feed.

ATS = Around the	e Sauare
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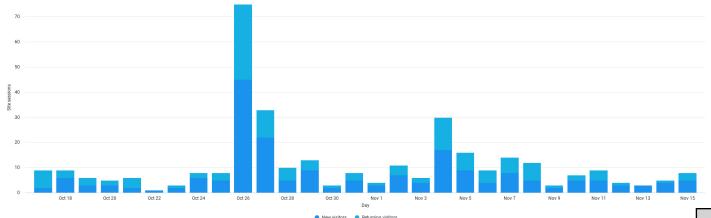
Top Posts (Last 30 days)	<u>Reach</u>	<u>Engage</u>		<u>Reach</u>	Engage
11-4: ATS w/Dave Zimmermann	744	121	10-6: Town Square - Bentzin Sign	1,133	248
10-26: ATS w/Tony Meyers	1.145	588	10-3: ATS w/Tony Mevers	2.228	355

Website (Last 30 days - End Date November 15)	November	October	September
Page Views (The number of times a site page was visited or refreshed	d): 338	430	408
Unique Visitors (A person visited at least once):	263	336	310
New Visitors:	194 (74%)	256 (76%)	235
Returning:	69 (26%)	80 (24%)	75
Av. Session Duration:	4m 5s	3m 21s	4m 33s



Most Popular Pages:	Page	Unique Visitors
	The Square	249
	Home Page + /home	120
	People	14
	Contact	13

Traffic Sources: Facebook 155 ↓35%, Google 83 ↑8%, Direct 72 ↓16%, ci.watertown.wi.us 9 ↓31% Site Session: Traffic over Time



Watertown Redevelopment Authority Social Media Report - October 17

Facebook (last 28 days)	Oct.	Sept.
Post Reach:	7,675	1,251
Post Engagement:	3,017	357
Shares:	40	5
Followers:	1,349	1,333
New Followers:	18	5

Definitions:

Post Reach: The post appeared on user's News Feed.

Post Engagement: User clicked anywhere on page posts (e.g. liked, comment, share) Followers: People who click "folllow" to receive posts in their News Feed.

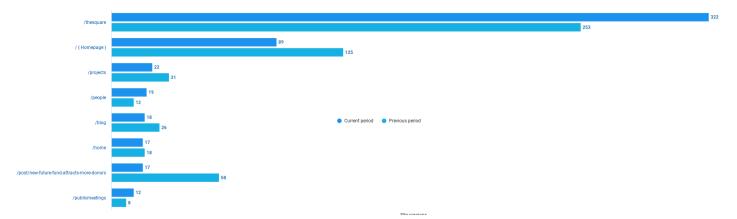
ATS = Around the Square

Top Posts	(<u>Last 30 days)</u>
9-26: Sup	ply Chain/Delay Open

9-26: Supply Chain/Delay Open	
10-3: ATS/with Tony Meyers	

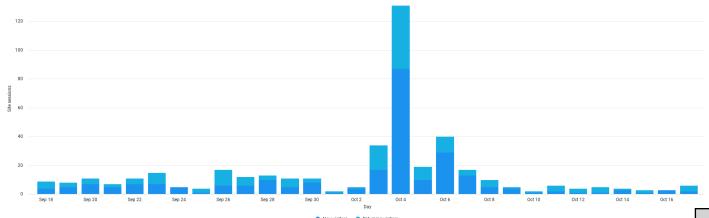
Reach Engag	<u>e</u>	Reach	<u>Engage</u>
6,173 2,344	10-6: Town Square - Bentzin Sign	1110	245
2,199 354	10-16: ATS - Alex (last one)	898	247

Website (Last 30 days - End Date September 20)	October	September	August
Page Views (The number of times a site page was visited or refreshed)): 430	408	865
Unique Visitors (A person visited at least once):	336	310	747
New Visitors:	256 (76%)	235	582 (78%)
Returning:	80 (24%)	75	165 (21%)
Av. Session Duration:	3m 21s	4m 33s	5m 0s



Most Popular Pages:	Page	Unique Visitors
	The Square	322
	Home Page	89
	Projects	22
	People	19

Traffic Sources: Facebook 219 ↑42%, Direct 86 ↑13%, Google 78 ↓43%, ci.watertown.wi.us 13 ↓7% Site Session: Traffic over Time



October

Watertown Redevelopment Authority Social Media Report - December 20

Facebook (last 28 days)	Dec.	Nov.
Post Reach:	909	1,487
Post Engagement:	240	722
Shares:	5	8
Followers:	1,363	1,355
New Followers:	6	9
Link Clicks	71	

Definitions:

Post Reach: The post appeared on user's News Feed.

Post Engagement: User clicked anywhere on page posts (e.g. liked, comment, share) Followers: People who click "folllow" to receive posts in their News Feed.

December

8m

November

ATS = Around the Square

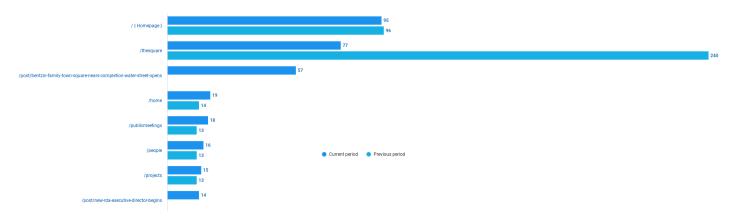
Top Posts (Last 28 days)

<u>Top Posts (Last 28 days)</u>	<u>Reach</u>	<u>Engage</u>		<u>Reach</u>	<u>Engage</u>
12-8: "Street Open"	661	146	11-4: ATS: Dave Zimmermann	766	122
12-1: Meet Mason Becker	292	40	10-26: ATS w/Tony Meyers	1,258	603

Website (Last 30 days - End Date December 20)

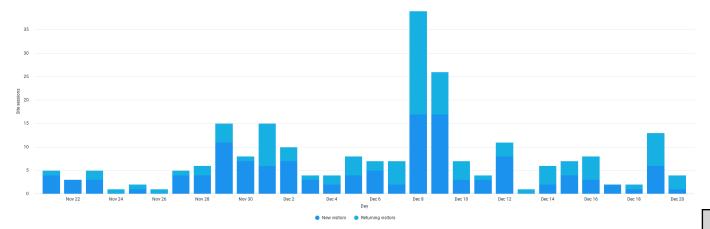
Page Views - Site Sessions (# site page was visited/refreshed): 236 338 430 Unique Visitors (A person visited at least once): 162 263 336 **New Visitors:** 126 (78%) 194 (74%) 256 (76%) Returning: 36 (22%) 69 (26%) 80 (24%) 4m 5s 3m 21s

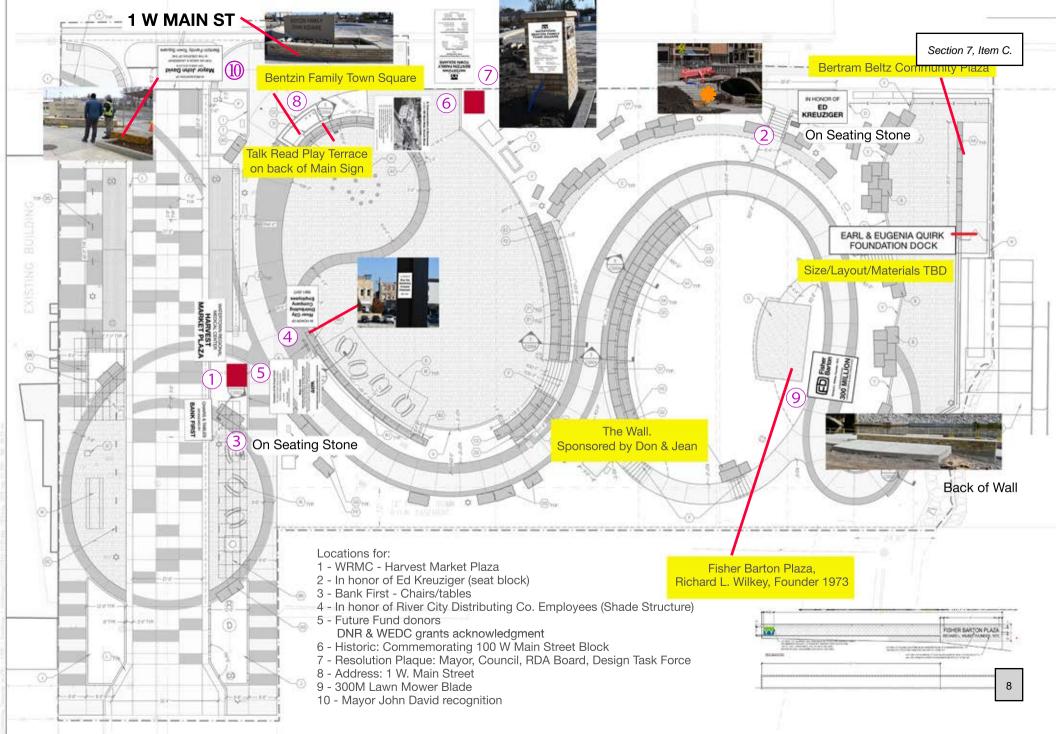
Av. Session Duration:



Most Popular Pages: Page **Unique Visitors** Home Page 95 The Square 77 Post: Square Nears Completion 57 Home 19

Traffic Sources: Facebook 71 ↓ 54%, Google 67 ↓ 7%, Direct 56 ↓ 20%, ci.watertown.wi.us 25 ↑ 178% Site Session: Traffic over Time





16"x 8"

7

Section 7, Item C.

HARVEST MARKET PLAZA

2 IN HONOR OF ED **KREUZIGER**

6"x4"

CHAIRS & TABLES SPONSORED BY

6"x4"

6"x8"

BANK FIRST

IN HONOR OF River City

Distributing Company **Employees**

1981-2017

5

Resolution Authorizing Construction of the Town Square December 5, 2017

WATERTOWN

BENTZIN FAMILY TOWN SQUARE

Watertown Common Council

Tom Pasch

Tim Raether James Romlein

Chris Ruetten

Fred Smith

John David, Mayor (2013-2018) Emily McFarland, Mayor (2019-2025)

Dan Bartz Ken Berg Jill Holthaus Linda Kilps Kurt Larsen William Maron Bob Mudler

Augie Tietz Rick Tortoma Cassandra Wagner Karen Wendt Steve Zgono

Watertown Redevelopment Authority

Matt Zastrow David Zimmermann Kristin Fish-Peterson Nate Salas

Town Square Design Task Force

Lisa Adrian Peg Checkai Candy Stramera Michael Sullivan Randy Woltasiak Melissa Lampe

16"x 27"

16"x 7"

Founders of the Future Fund

The Joseph & Sharon Darcey Foundation Watertown Regional Medical Center

Major Grants WISCONSIN DEPARTMENT OF NATURAL RESOURCES: Knowles-Nelson Stewardship, Local Assistance Grant Urban Nonpoint Source & Storm Water Management Construction Grant Wisconsin Assessment Monies Award – U.S. EPA Brownfield Grant

Ixonia Bank

Maas Brothers Construction Co., Inc.

The Marquardt, An Illuminus Community

yes! Watertown

1 W MAIN ST

Design TBD

9

10

8



Richard L. Wilkey, Founder, 1973

COMMEMORATING

300 MILLION

12" x 12"

Community Development Investment Grant

16"x 7"

WISCONSIN ECONOMIC DEVELOPMENT CORPORATION:

6 In Commemoration of Businesses



101 – Weconsin Hearing Ald Center, Kim B. Peters 105 – A Tax, Kim B. Peterson

105 - A Tax, Kim B, Peterson 107 - Chalef Petesturarin, Lina & Rioger Cutsforth 109 - Images Hair Bhudio, Linda V. Doerr 111 - Authentic Ancient Arts, Neil & Leonora Stoti 115 - Waterbown Calif Times, The Ciffoot Family 121 - Tilana's Trophy Case, Ed & Michelle Wolff

16" x 16"

IN RECOGNITION OF

Mayor John David

FOR HIS VISION & LEADERSHIP IN THE CREATION OF THE

Bentzin Family Town Square

10"x6"

EARL & EUGENIA QUIRK FOUNDATION DOCK

Size: TBD - Both sides of gate to floating dock

Bentzin Family Town Square - Construction Budget								
Guaranteed Maximum Price Contract Work		Budgeted		Paid		Remaining		
Sea Wall		676,850.00		676,850.00		-		
Sea Wall Deduct		(18,000.00)		(18,000.00)		-		
Water Feature		317,100.00		263,375.00		53,725.00		
Site Development		152,675.00		108,250.00		44,425.00		
General Trades and Steel		644,000.00		378,661.98		265,338.02		
General Trades Add on		3,800.00				3,800.00		
Masonry		250,201.11		215,201.11		35,000.00		
Irrigation System		20,919.00				20,919.00		
Landscaping		452,121.00		200,000.00		252,121.00		
Site Plumbing		139,300.00		134,000.00		5,300.00		
Site Electrical		277,300.00		153,000.00		124,300.00		
Dock System		114,150.00		59,700.00		54,450.00		
Geotech Engineer Allowance		20,000.00		4,500.00		15,500.00		
Site Layout and Surveying Allowance		40,000.00		8,023.60		31,976.40		
Project Sup./Gen. Condtions (6 mo.)		147,300.00		135,150.00		12,150.00		
Site Fencing		3,146.01		3,146.01		-		
CSM for site		1,600.00		1,600.00		-		
Reimburseables - PM Software		4,760.00				4,760.00		
Reimburseables - Bond Cost		22,105.00		22,105.00		-		
Reimburseables - Insurance Premium		10,000.00				10,000.00		
CM Fee (4.5%)		147,569.72		101,427.95		46,141.77		
Subtotal (Alex's details)	\$	3,426,896.84	\$	2,446,990.65	\$	979,906.19		
Through October 31, 2022:								
Original Contracted Amount	\$	3,426,896.84	\$	3,308,959.28	\$	117,937.56		
Contingency Funds								
Unsuitable Soils Contingency		200,000.00		177,861.29		22,138.71		
10% Construction Costs Contingency		342,689.68		,		167,996.19		
Change Order #1				35,245.18		·		
Change Order #2				37,303.93				
Change Order #3				34,684.07				
Change Order #4				21,790.82				
Change Order #5				9,412.40				
Change Order #6				14,885.32				
Change Order #7				(7,272.05)				
Change Order #8				25,911.30				
Change Order #9				2,732.52				
change crack no				_,,				
Subtotal	\$	542,689.68	\$	352,554.78	\$	190,134.90		
Permitting and Fees								
Water Department Impact Fees		66,000.00				66,000.00		
Construction Permit Fees				647.00		(647.00)		
Detour Signs and Barriers				1,359.45		(1,359.45)		
Erosion Control and Stormwater Fees			I	1,038.58		(1,038.58)		

	Subtotal	\$	66,000.00	 \$	3,045.03	\$	62,954.97
RDA Held Construction Costs	Sabtotai	7	00,000.00		3,043.03	7	02,334.37
ATT Utility Relocation			83,969.32		83,969.32		-
WE Energies Utility Relocation			102,152.98		102,152.98		-
RipRap Bank Stabilization (2021)			1,219.75		1,219.75		-
Fence Rental (2021)			5,136.00		5,136.00		-
Tener nental (2021)	Subtotal	\$	192,478.05	\$	192,478.05	\$	_
	ou a co cu	т	202, 17 0.00		202, 17 0.00	*	
	Project Totals	\$	4,228,064.57	\$	3,857,037.14	\$	371,027.43
RDA Held Design/Engineering							
Surveys (Chaput)			9,000.00		9,000.00		-
Environmental (Sigma)			40,851.79		33,740.79		7,111.00
SmithGroup			450,892.00		487,233.30		(36,341.30)
SmithGroup Grant Writing			20,000.00		18,610.00		1,390.00
	Subtotal	\$	520,743.79	\$	548,584.09	\$	(27,840.30)
Additional Costs							
H&H Modeling and design iteratio	ns (SG)		18,658.00				18,658.00
TWall Coordination (SG)	(,		8,870.00		8,870.00		-
Bid Package Coordination (SG)			1,050.00		0,070.00		1,050.00
Food Truck Electrical Adds (SG)			3,088.00				3,088.00
DNR additional grant info (SG)			3,045.00				3,045.00
Stage revision and donor recogniti	on (SG)		3,660.00		3,660.00		, -
Revise guardrail per Site Plan (SG)	,		810.00		25.00		785.00
Donor recognition additions (SG)			4,770.00				4,770.00
Add security cameras per Site Plar	ı (SG)		3,005.00		3,005.00		-
Main Street Sidewalk added (SG)	` ,		2,130.00		2,130.00		-
Railing and Sawcut added (SG)			2,010.00		2,010.00		-
Irrigation System added (SG)			2,160.00		2,160.00		-
Cut/Fill exhibit for Sigma and DNR	(SG)		945.00		945.00		-
DNR permit added			675.00		675.00		-
State plumbing permit fee			510.00		510.00		-
Amend DNR grant to move BMPs	(SG)		3,000.00				3,000.00
Library window coordination (SG)			3,710.00		3,710.00		-
Art/History Wall (SG)			23,940.00		17,955.00		5,985.00
	Subtotal	\$	86,036.00	\$	45,655.00	\$	40,381.00
Anticipated Additional Costs							
Site Furnishings			67,000.00		32,291.53		34,708.47
History Wall Installation			100,000.00		,		100,000.00
Donor placques/Signage			15,155.64				15,155.64
	Subtotal	\$	182,155.64	\$	32,291.53	\$	149,864.11
-							·
	Total	\$	5,017,000.00	\$	4,483,567.76	\$	533,432.24

\$ 533,432.24

WATERTOWN CENTRAL BUSINESS DISTRICT COMMERCIAL REHABILITATION/FACADE LOAN PROGRAM

Purpose: The Watertown Commercial Rehabilitation Program is a loan program designed to stimulate rehabilitation and redevelopment of commercial real estate within downtown Watertown, which will in turn, increase property values and improve the overall economy.

Type of Funding: The program provides low interest loans to be reviewed and approved by the Watertown Redevelopment Authority (RDA) Loan Committee. Individual banks participating in the fund shall underwrite and manage collection on the loans. Rehabilitation projects shall be completed in accordance with guidelines as outlined in the Federal Historic Standard for Rehabilitation and comply with applicable city codes and ordinances. The RDA will participate with grants and/or loan guarantees to qualifying projects.

Financing Terms:

- Financing assistance shall be made as loans with a variable-year amortization schedule based on project, at a 2.0% interest rate.
- Payments may be deferred through project completion and up to 90 days following, depending on the project.
- A promissory note shall be executed by and between the RDA and/or bank and the borrower and final estimated value of the rehabilitated building shall support all existing debt.
- Loan terms may be negotiated under special circumstances and approved by designated staff and the RDA Loan Committee. Typical loans will be payable within five years.
- Owner required to contribute a minimum of 10% owner cash based on the total project.
- Eligible projects may receive a grant and/or loan guarantee from the RDA.

Eligible Expenditures: Funds are to be used for physical improvements including, but not limited to, exterior facade and necessary structural, electrical, plumbing and other building system components, including reactivation of upper level residential units. Fees and other project related expenses, such as required design/architectural/engineering costs, title insurance, credit report and recording fees are considered project eligible costs and will be added on to the loan amount.

Program Boundaries: Eligible properties include those which are within and are immediately adjacent to the Watertown Main Street program boundary map, attached. Other Economic Development Commercial Facade projects outside this area will be considered on a case-by-case basis.

Additional Guidelines: Property must be in good standing with the City of Watertown, with taxes current and no outstanding code violations or citations. Façade loans are subject to review and approval by the Historic Preservation & Downtown Design Commission.

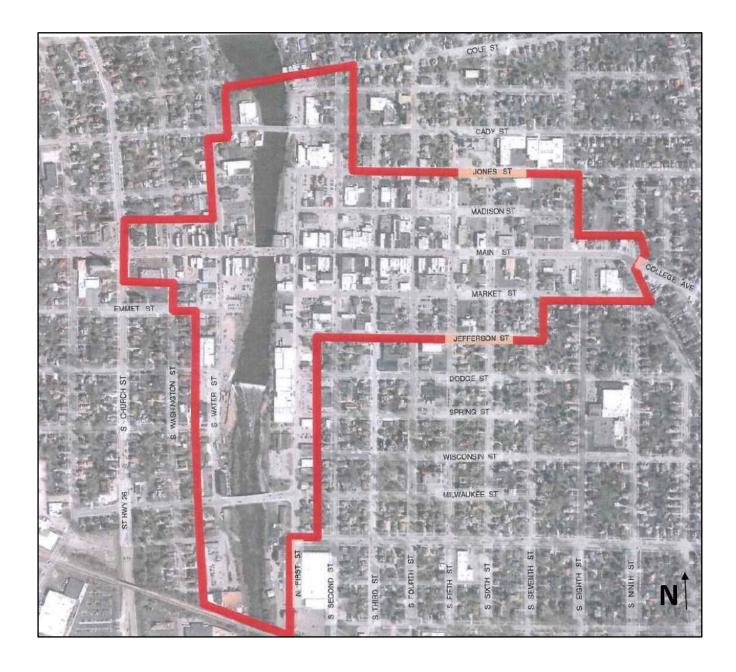
Application Process: Applications are reviewed on a first-come, first-served basis. An application fee of \$50.00 will be received from the applicant before RDA can process the application. The RDA reserves the right to conduct a background and credit check on all applicants.

CITY OF WATERTOWN COMMERCIAL REHABILITATION / FACADE LOAN PROGRAM APPLICATION

Please provide information on the proposed project. Your signature below indicates your intent to apply for commercial rehabilitation program funding and that you have received a copy of the program guidelines. Please return to City Hall, 106 Jones Street, with your check in the amount of \$50.00 for the application fee.

Applicant name:	
Address:	
Cell Phone:Work Phon	
Property Owner(s):	
Project Address:	
Project description (work to be done):	
How will this project benefit the business or property?	
How will this project impact the downtown?	
The Will this project impact the downtown.	
Estimated Timeframe for Project Completion:	
Loan amount requested:	
Property Mortgage Holder(s):	
INCLUDE WITH APPLICATION (please check each box):	
Three years of business and personal income tax returns	s/financials
Personal financial statement	
Available business financial reports such as profit/loss st	atement, balance sheet, inventory, receivables.
I certify that the information in this application is correct and a	accurate to the best of my knowledge.
Applicant	Date
Loan Committee Review	
Signature	Date

Watertown Main Street Program Boundary Map





410 Water Tower Court Watertown, WI 53094 Phone: (920) 261-1682 Fax: (920) 261-3521 maasbros@maasbros.com www.maasbros.com

Section 8, Item A.
Watertown, WI 53094
Ph : (920) 261-1682

Price

Other

Change Request

To:	City of Watertown	Number: 20
		Date: 1/10/23

Job: 22120 Town Square RDA

Equipment

Approved by: _ Date: _

Subcontract

Phone:

Description: CE#28 - (2) Additional Bike Racks

Tony Meyers

Submitted by:

Reason: Owner Request Initiated by: Tony Meyers

Description

We are pleased to offer the following specifications and pricing to make the following changes:

(2) Additional bike racks were orderd from Landscape Forms and were installed by Maas Bros. Construction in December 2022.

Labor

Boomption	Eabei	Matorial	Equipment	Capcontract	Othor	1 1100
Site Furnishings(Landscape Forms) Installation(Maas Bros.)	\$200.00			\$1,330.00		\$1,330.00 \$200.00
	Ψ200.00				Subtotal:	\$1,530.00
			CM Fee	\$1,530.00	4.50%	\$68.85
			Bond Fee	\$1,598.85	1.00%	\$15.99
					Total:	\$1,614.84
If you have any questions, please contact me	e at .					

Material

18



Sales	Representative Info:	

Section 8, Item A.

Prepared By: MICHELLE HERNANDEZ

E-mail Address: mhernandez@rentnational.com

Fax Signed Quote To:

FENCE RENEWAL QUOTATION

									Da	te: 12/0	08/2022
	A	ccount #	C1041	152			Job Site #:	0030			
	Compa	any Name	MAAS	BROTHERS			Site Name:	COMMER	RCIAL		
	Requ	uested By	TONY	MEYERS			Site Address:	101 W M	AIN S	T	
		Phone #:	920-2	85-0744		Site Ci	ty/State/Zip:	WATERTO	DWN,	WI 53094	
		Fax #:		***************************************		Site Co	ntact Name:	TONY ME	YERS		
••••••		E-Mail:	TMEY	ERS@MAASBROS.COM		Site Cor	ntact Phone:	920-285-0	0744		
E	nd of Orig	nial Conti	act	New Term	New	Term Start Date	New Te	rm Thru D	Date	Payme	nt Terms
	Thu. Jan	12, 2023		UP TO 6 MONTHS	Fr	i. Jan 13, 2023	Thu.	lul 13, 2023	3	<u> </u>	130
#	Quantity	UOM			Descripti	on		Tax	able	Unit Price	Amount
1	600	LF	6' X 12'	TEMPORARY PANELS					7	\$4.09	\$2,454.00
2		-A-II-						****	1		
3											
4								***************************************	\Box		***************************************
5											
6											
7					· · · · · · · · · · · · · · · · · · ·						
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10			***************************************								
11											
12				· · · · · · · · · · · · · · · · · · ·			***************************************		1		
13						***************************************			+*+		
14			V								
15											
No	tes:					****	·**···································	Sub	total		\$2,454.00
								Sale	s Tax	(5.5)	\$134.97
Ple	ase provide	9 .	Addres	S:				-			
	ing informa		City:	***************************************		State:	Zip:	Tota	ıl		\$2,588.97

NOTE: Renewal Contract CANNOT be processed until signed quote is returned and received.

Customer's Signature:	11/APPROVED FOR PAYMENT /2-25-22
	MAAS BROTHERS CONST. CO., INC.
Print Customer Name:	Nate Salas por: Town Square

Section 8, Item A.

Invoice

Invoice Date: 12/5/2022

Reference/P.O.#: Signed quote by Tony Meyers

Order #: 0000373418 Invoice #: 0000166050

Project: Watertown Town Square

Please remit to our lockbox: LANDSCAPE FORMS, INC

PO BOX 78000

DEPT. 78073

DETROIT, MICHIGAN 48278-0073

Bill To: Maas Brothers

Accounts Payable 410 Water Tower CT. Watertown, WI 53094

Contact: Accounts Payable

Ship To: Maas Brothers

410 Water Tower CT. Attn: Mike Redfield 920-285-0872

Watertown, WI 53094

Shipped:	12/5/2022	Ship Via:	HOLLAND	Ship Track#:	6860318670	Terms:	NET 30 DAYS	
Item:						Qty Shp	Unit Price:	Total Price:
EMERSON	N BIKE RACK: Surface	Mount.C1: BLAC				2	520.00	1,040.00
Shipping	& Handling -					1	290.00	290.00
				LAST ITEM				

Payment/Credit from Document:

- *** Sales tax, if applicable, has been added to this invoice unless we have received a tax-exempt certificate. If purchaser is indeed tax exempt, please submit certificate with payment.
- *** Purchaser shall pay all costs and expenses paid or incurred by Seller in collecting any amounts due for goods purchased by Purchaser, including without limitation, reasonable attorneys' fees and costs. Balances on invoices not paid within thirty (30) days of date of invoice or within an alternate period of time as determined and indicated by Seller, shall incur interest at a rate of eighteen percent (18%) per annum. No cash discounts shall be allowed.

Subtotal	1,330.00
Sales Tax	0.00
Payment/Credit Amount	0.00
. Balance Due:	

Page:

Cust #:

FOR OFFICE USE:

62851 MN2

landscapeforms

Landscape Forms, Inc. Corporate Address: 7800 E. Michigan Avenue Kalamazoo, MI 49048-9543 PH: 800/521-2546 FX: 269/381-3455 Federal I.D.# 38-1897577 GST#: 894246792RT0001 Dun # 04-923-8363 FSC#: NC-COC-001261



410 Water Tower Court Watertown, WI 53094 Phone: (920) 261-1682 Fax: (920) 261-3521 maasbros@maasbros.com www.maasbros.com

Section 8, Item A.
Watertown, WI 53094
Ph : (920) 261-1682

Other

Price

Change Request

Го:	City of Watertown	Number: 19
		Date: 12/23/2

Job: 22120 Town Square RDA

Equipment

Subcontract

Phone:

Description: CE#27 - Fence Renewal

Description

We are pleased to offer the following specifications and pricing to make the following changes:

The fencing contract with National Construction Rentals has been extended for (6) months and will run from 1/13/23 thru 7/13/23 at the Town Square site.

Labor

Fencing (National Construction Rentals)		\$2,588.97		\$2,588.97
			Subtotal:	\$2,588.97
	CM Fee	\$2,588.97	4.50%	\$116.50
	Bond Fee	\$2,705.47	1.00%	\$27.05
			Total:	\$2,732.52
If you have any questions, please contact me at .				

Material

Submitted by:	Tony Meyers	Approved by:	
·	, ,	Date:	

PROPERTY MANAGEMENT AGREEMENT BETWEEN THE CITY OF WATERTOWN AND THE CITY OF WATERTOWN REDEVELOPMENT AUTHORITY

This Property Management Agreement (this "Agreement") is made this _____ day of _____, 2022 by and between the City of Watertown, a Wisconsin municipal corporation (hereinafter, "City") and, the City of Watertown Redevelopment Authority, a separate public body corporate and politic created pursuant to Wis. Stat. § 66.1333(3) (hereinafter, "RDA") (collectively, "Parties");

The purpose of this Agreement is to memorialize the mutual understanding among and between the constituent executive membership of the City and the RDA relative to the transfer of ownership of parcel number 291-0815-0421-114 more particularly located as described under <u>Exhibit</u> A attached hereto:

RECITALS

WHEREAS, the City and the RDA have worked together to build a town square on the Property; and,

WHEREAS, the RDA, wishes to see its investment in the community thrive and utilized to its full potential; and,

WHEREAS, the RDA has raised Three Hundred Fifty Thousand Dollars (\$350,000.00) to fund programming and operations with the intention of the City hiring an individual with the primary function of managing the Property; and,

WHEREAS, the RDA has arranged for the installation of a history exhibit as further described in Exhibit B attached hereto; and,

WHEREAS, the City believes this investment and opportunity is in the best interest of the City and is in line with the plans for the City development and,

NOW, THEREFORE, the City and RDA hereby acknowledge and accept the following:

Article 1 RDA'S OBLIGATIONS

- Section 1.1 <u>Transfer of Parcel.</u> That the RDA will transfer ownership of the Property to the City of Watertown.
- Section 1.2 <u>Funding Account.</u> That the RDA will make a one-time transfer of Three Hundred Fifty Thousand Dollars (\$350,000.00) to the City of Watertown to be placed into a restricted account (Future Fund/Town Square Account) for the benefit of the Property or programs that take place on the Property.

Article 2 CITY'S OBLIGATIONS

Section 2.1 Park Management. The City will hire a full-time staff person to be placed within the Park, Recreation and Forestry Department. The primary responsibility for this full-time staff person shall be to coordinate programming and operations within the Property as well as to

seek sponsorships for such events. This full-time staff person shall report to the Recreation and Parks Director as well as to a sub-committee which shall be created by the Park, Recreation & Forestry Commission.

- Section 2.2 Scheduled Events. The City shall permit individuals wishing to host a Series of Events on the Property to apply for reserved days by one application submitted on or before October 31 of each year for all days the event is to be held the following year. The City shall approve the series before January 1 of the following year. Any applications received for events after October 31 of the year before the event may apply for a special event permit for a day not previously reserved under Watertown Ordinance § 428-7 or any subsequent special event process adopted by the City.
- Section 2.3 <u>Alcohol Permitted.</u> The City will permit the sale of alcohol on the parcel during events approved for such purpose and subject to compliance with all other laws concerning the sale and consumption of alcohol.
- Section 2.4 <u>History Exhibit.</u> The City will permit the installation of a history of Watertown Exhibit as substantially detailed in <u>Exhibit B</u>. However, such Exhibit shall be viewed solely as approved government speech and as such the City does retain its rights to veto or prohibit any portion of the Exhibit which the Council finds inappropriate from being installed.
- Section 2.5 <u>Use of Future Fund/Town Square Account.</u> The City shall only use the funds placed in the Future Fund/ Town Square Account to cover the following approved expenses:
 - a. Salary and other administrative costs of the full-time staff member who coordinates programming and operations,
 - b. Any other administrative or staff costs associated with management and operations of the Property,
 - c. Programming costs for special events at the Property,
 - d. Supplies for events at the Property.
 - e. Maintenance of the Property.
- Section 2.6 <u>Event Revenue and Donations.</u> The City shall add to the Future Fund any donations it receives designated to be applied to the Future Fund, or revenue from City Sponsored Special Events hosted at the Town Square.

ARTICLE 3 MISCELLANEOUS

Section 3.1. <u>Notices and Demands.</u> Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

FOR THE CITY:

City of Watertown
Office of the Finance Director/Treasurer
106 Jones Street
Watertown, WI 53094
Attention: Mark Stevens

mstevens@cityofwatertown.org

With a copy to: City of Watertown City Attorney's Office 106 Jones Street Watertown, Wi 53094 Attention: Attorney Steven T. Chesebro schesebro@cityofwatertown.org

FOR THE RDA:

Cityof Watertown Redevelopment Authority Attention: Robert J. Marchant, Chairperson

- Section 3.2. <u>Warranty of Developer; Non-Transferability.</u> The City has entered into this Agreement with Developer, on the basis of the identity of the General Partner(s), and on the strength of their experience. Therefore, Developer hereby warrants and represents to the City that the General Partner(s) of Developer are as shown on <u>Exhibit B</u>. Developer may not change General Partner(s) without the prior written consent of the City, which shall not be unreasonably denied, delayed or conditioned. Developer shall not change property management of the Property from the General Partner(s) without the prior written consent of the City, which consent shall not be unreasonably withheld. Any prohibited transfers under this Section, which have been made without securing the prior written consent of the City shall be considered an event of Default hereunder. In any event, any permitted or subsequent transferee hereunder must agree to be bound by the terms of this Development Agreement.
- Section 3.3. **No Third-Party Beneficiaries.** This Agreement is made solely for the benefit of the Parties hereto and their permitted assignees, and no other Party shall acquire or have any rights under this Agreement or by virtue of this Agreement.
- Section 3.4. **Force Majeure.** As used herein, the term "force Majeure" shall mean any accident, breakage, war, insurrection, civil commotion, riot, act of terror, act of God or the elements, governmental action (except for governmental action by the City with respect to obligations of the City under this Agreement) alteration, strike or lockout, picketing (whether legal or illegal), inability of a Party or its agents or contractors, as applicable, to obtain fuel or supplies, unusual weather conditions, or any other cause or causes beyond the reasonable control of such Party or its agents or contractors, as applicable. No Party to this Agreement shall be in default hereunder for so long as such party or its agents and contractors, if applicable, are prevented from performing any of its obligations hereunder due to a Force Majeure occurrence.
- Section 3.5. Law Governing. The laws of the State of Wisconsin shall govern this Agreement. In the event of a dispute involving this Agreement, the Parties agree that venue shall be in Jefferson County, Wisconsin, Circuit Court.
- Section 3.6. <u>Execution in Multiple Counterparts.</u> This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- Section 3.7. <u>Amendment.</u> This Agreement may be rescinded, modified or amended, in whole or in part, by mutual agreement of the Parties hereto, their successors and/or assigns, in writing

signed by all Parties.

- Section 3.8. Severability of Provisions. If any provision of this Agreement shall be held or deemed to be inoperative or unenforceable as applied in any particular case in any jurisdiction because it conflicts with any other provision or provisions of this Agreement or any constitution or statute or rule of public policy, or for any other reason, then such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein invalid, inoperative, or unenforceable to any extent whatever. To the maximum extent possible, this Agreement shall be construed in a manner consistent with the powers of the City, including, but not limited to, their powers under the Tax Increment Law, § 66.1105, Wis. Stats., and the Blight Elimination and Slum Clearnce Act, Wis. Stats. § 66.1333, to achieve its intended purpose. Reference is made to Chapter 105, Laws of 1975 § 4, and to Wis. Stat. § 66.1333(17), which provide that the Tax Increment Law and the Blight Elimination and Slum Clerance Act should be construed liberally to effectuate their purposes.
- Section 3.9. <u>Time of Essence.</u> Time is of the essence as to all dates and time periods set forth in this Agreement.
- Section 3.10. Reservation of Rights. Nothing in this Agreement shall be construed to be a waiver or modification of the governmental immunities or notice requirements imposed by Wis. Stat. § 893.80 or any other law.
- Section 3.11. <u>Construction.</u> The Parties acknowledge and represent that this Agreement has been the subject of negotiation by all Parties and that all Parties together shall be construed to be the drafter hereof and this Agreement shall not be construed against any Party individually as drafter.
- Section 3.12. <u>Authority.</u> The individuals executing this Agreement on behalf of the RDA warrant and represent that they are duly authorized to bind the Developer to this Agreement. Developer warrants and represents that the execution of this Agreement is not prohibited by the Developer's articles of incorporation, by-laws, operating agreement, or other internal operating orders, or by any applicable law, regulation or court order. Developer shall provide proof upon request.

This Agreement between the City of Watertown and the City of Watertown Redevelopment Authority is acknowledged and accepted as of the date first written above:

CITY OF WATERTOWN	CITY OF WATERTOWN REDEVELOPMENT AUTHORITY
Emily McFarland Mayor	Robert J. Marchant Chairperson
Countersigned:	Countersigned:

Section 9, Item A.

Megan Dunneisen City Clerk

Nate Salas Vice Chairperson