



FINANCE COMMITTEE MEETING AGENDA

MONDAY, DECEMBER 11, 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. Finance Committee minutes from November 13, 2023

B. Finance Committee minutes from November 27, 2023

3. BUSINESS

A. Review and take action: Intergovernmental Agreement between Jefferson County and the City of Watertown for Geographic Information System (GIS) Services

B. Review and Discuss: potential sale of city-owned land and a grant application

C. Review and take possible action: approve revised State/Municipal Financial Agreement with Wisconsin Department of Transportation for Main Street (Cole Memorial) Bridge

D. Review and take possible action: Review Public Health Nurse position

E. Review and Discuss: Director of Public Works Recruitment Follow up

F. Review and take possible action: Assistant Forester title and job description updates

G. Review and approve: 2024-2025 Agreement between City of Watertown and Local 877 of the International Association of Fire Fighters, AFL-CIO-CLC

H. Review and take action: Policy amendment for Chapter 2.1 Recruitment Policy, Section 6 Candidate Selection and Section 7 Extending Offers

I. Review and take action: payroll resolution for 2024

J. Review and Discuss: 111 S. Water Street Development RFP

K. Review and discuss: Fund 01 Income Statement through November 2023

L. Review and take action: recommend budget modifications to General Fund

M. Review and take actions: revision of purchasing policy

N. 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. (MHQ Worker's Compensation Decision)

O. 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@watertownwi.gov, phone 920-262-4006

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



FINANCE COMMITTEE MEETING MINUTES

MONDAY, NOVEMBER 13, 2023, AT 5:30 PM

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

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

Others present: Finance Director Stevens, Attorney Chesebro, Fire Chief Teesch, PW Director Holloway, Lisa Schwartz

1. Call to order. Mayor McFarland called the meeting to order at 5:30 p.m.
2. Ald. Bartz, supported by Ald. Davis, motioned to **approve the minutes** from the meetings of **October 23, November 1, and November 2**. Approved by voice vote.
3. Fire Chief Teesch presented an agreement with **Town of Milford to provide EMS services** in 2024. Ald. Lampe, seconded by Ald. Moldenhauer, moved to send a recommendation to the Council for approval. Approved by voice vote.
4. Water Systems Manager Hartz recommended that **Scott Blasing** move from G/S I5 to G/S I/6, retroactive to November 1, for successful completion of a wastewater certification. A motion was made by Ald. Davis, seconded by Ald. Bartz, to approve. Approved by voice vote.
5. Water Systems Manager Hartz recommended that **Dan Schultz** move from G/S K4 to G/S K6, retroactive to November 1, for successful completion of two wastewater certifications. A motion was made by Ald. Lampe, seconded by Ald. Moldenhauer, to approve. Approved by voice vote.
6. A policy amendment for **Chapter 2.1 Recruitment – Section 6 and Section 7** was presented by Attorney Chesebro. Discussion provided input for suggested changes. Mr. Chesebro will incorporate suggestions and return to a future meeting.
7. Ms. Schwartz presented a memo that discussed **market analysis for the classification of Director of Public Works**. The City is currently challenged with no applicants for this vacancy. The consensus of the committee was to continue the position posting with a removed wage range and to evaluate the costs of a professional search firm to help.
8. Finance Director Stevens presented a recommendation for an **overhaul of the purchasing policy**. Suggested changes were provided which will be incorporated for future approval.
9. The **Fund 01 income statement through October 2023** was provided to the committee.
10. Ald. Moldenhauer moved, supported by Ald. Lampe, to convene into **closed session** per Wis. Stat. Sec. 19.85(1)(g) to confer with legal counsel of the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. (**Baron v. city of Watertown**)(**Byers v. City of Watertown**). The committee unanimously approved to move to closed session per roll call vote.
11. The committee reconvened into open session.
12. Ald. Davis moved, supported by Ald. Lampe, to convene into **closed session** per Wis. Stat. Sec. 19.85(1)(g) to confer with legal counsel of the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. (**Claim for Refund/Adjustment of 2022 Property Taxes re: Wis-Pak**,

Inc [401 Dayton St and 860 West St]). The committee unanimously approved to move to closed session per roll call vote.

13. The committee reconvened into open session.

14. Adjournment. Ald. Bartz moved to adjourn at 6:29 pm, seconded by Ald. Lampe, and carried by unanimous voice vote.

Respectfully submitted,

Mark Stevens, Finance Director

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



FINANCE COMMITTEE MEETING MINUTES

MONDAY, NOVEMBER 27, 2023, AT 5:30 PM

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

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

Others present: Finance Director Stevens, Attorney Chesebro, Fire Chief Teesch, Street Operations Manager Winkelman, Assistant Engineer Beyer, Andrea Peters

1. Call to order. Mayor McFarland called the meeting to order at 5:29 p.m.
2. Fire Chief Teesch presented an agreement with the **towns of Emmet, Milford, Shields, and Watertown to provide EMS services** in 2024. Ald. Moldenhauer, seconded by Ald. Davis, moved to send a recommendation to the Council for approval. Approved by voice vote.
3. A Water Department hire request was not made, so no action was taken.
4. Street Operations Manager Winkelman presented a request to **purchase a one-ton dump truck** from Badger Chevy (Lake Mills) for \$80,600 [\$37,500 from 05-54-11-70 and \$43,100 from 17-58-17-60]. The \$5,600 amount over the approved budget will be posted in Fund 17 [Solid Waste] where funds are available due to underspending of other purchases. Ald. Lampe made the motion, supported by Ald. Bartz, to proceed. Approved by voice vote.
5. Ms. Peters presented a summary list of **EMS billing that is uncollectible** (deceased or determined uncollectible by WI DOR). Ald. Lampe moved to approve the write-off request, seconded by Ald. Davis. Approved by voice vote.
6. Assistant Engineer Beyer provided an **update on the Masonic Temple stabilization project**. One bid was received from McMullen & Pitz Construction Co, a specialist with this type of work, for \$1,782,525 for the first of two phases of work. This is less than the State of WI's earmark of \$2 million.
7. Ald. Moldenhauer moved, supported by Ald. Bartz, to convene into **closed session** per Wis. Stat. Sec. 19.85(1)(g) to confer with legal counsel of the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. (**T. Wall Enterprises**). The committee unanimously approved to move to closed session per roll call vote.
8. The committee reconvened into open session.
9. Adjournment. Ald. Lampe moved to adjourn at 5:53 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.

INTERGOVERNMENTAL AGREEMENT BETWEEN JEFFERSON COUNTY AND THE CITY OF WATERTOWN REGARDING GEOGRAPHIC INFORMATION SYSTEM (GIS) SERVICES

This Agreement is made and entered into as of the ____ day of _____, 2023, by and between the County of Jefferson, Wisconsin, (the County) and the City of Watertown, Wisconsin, (the City), to establish terms and conditions related to assistance with Geographic Information System (GIS) services.

RECITALS

WHEREAS, the City has a need for a high quality and accurate Geographic Information System (GIS); and,

WHEREAS, the County has the ability to provide technical assistance to the City for Geographic Information System (GIS) services and intends to hire additional staff to increase said ability; and

WHEREAS, The City desires to obtain assistance from the County for Geographic Information System (GIS) services.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the City and the County (hereinafter referred to collectively as "Parties") do hereby covenant and agree as follows:

1. **Authority.** This Agreement is entered into pursuant to § 66.0301 Wis. Stats., regarding intergovernmental cooperation and, therefore, should be liberally construed to accomplish its intended purposes. In addition, the undersigned representatives of the City and the County represent that they have been duly authorized by their respective governing bodies to execute this Agreement.
2. **Definitions.**
 - A. "GIS" shall mean Geographic Information System.
 - B. "GIS Viewer" shall mean the public and internal versions of the City's online GIS Mapping Tool.
3. **Goal and Intent.** The Goal and Intent of this agreement is to create a lasting partnership between the City and the County and for the County to provide GIS Services to and for the City.
4. **Roles and Responsibilities of the County.** The County will provide the following GIS services to facilitate the City's GIS program:
 - A. Update, maintain and administer a public and internal GIS Viewer for the City

- B. Complete GIS tasks on behalf of the City as identified by the City in coordination with the County
 - a. It is understood the exact hours will be determined by the County and may vary depending on projects, workload and availability.
 - b. Exact timing and work schedule will be determined by the County based on workload and project expectations.
- C. Other GIS services as mutually agreed upon

5. Roles and Responsibilities of the City. The City will:

- A. Provide access to all City data needed to properly administer City's GIS system
- B. Coordinate and assist Jefferson County with development of GIS data
- C. Provide access and administrator rights to City GIS (license, server, data, etc.)
- D. Maintain GIS/ESRI licensing and provide County with necessary licensing
- E. Maintain, update and license GIS servers
- F. Provide data storage, unless agreed upon with County
- G. Provide County staff with a dedicated and effective workspace, including all necessary computer/equipment, within a City building
- H. City is responsible for any equipment, tools and supplies necessary to properly utilize GIS and any services provided by County (i.e. computers, GPS, tablets).

6. Compensation for Projects, Staff Support and Related Expenses. The City shall compensate the County for services performed under this Agreement. The County shall issue invoices for services on a quarterly basis and payment shall be made by the City within 30 days of the invoice. Unless otherwise agreed upon by the parties, the City shall pay \$53/hour for services rendered.

7. Performance. Unless otherwise agreed to in writing, the County shall provide staffing to accomplish the intent of this agreement. The staff providing GIS services to the City shall at all times remain an employee of the County, reporting directly to the County. The City shall discuss work plans, staff performance, scheduling, etc. with the County Director of Planning and Zoning who will oversee County staff. The County shall allow the City to participate and provide feedback in the hiring process. All employment decisions shall be made by the County.

8. Permits, Laws, Regulations, and Public Ordinances. The parties shall comply with all federal, state, and local statutes, rules, regulations, and ordinances when carrying out the terms this Agreement.

9. Independent Relationship. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation, or other formal business organization of any kind between the parties. The rights and obligations of the parties under this Agreement will be only those set forth in this Agreement.

10. Data Sharing. Any data created by the County on behalf of the City pursuant to the terms of this Agreement shall be the property of the City. However, the City agrees to share all

data created pursuant to this Agreement with the County upon request. The County shall use any shared data solely for the purpose of conducting County business.

11. **Limitation of Liability.** The County shall utilize the best available data. However, the County makes no representations of any kind as to its completeness or accuracy; nor does it guarantee the completeness or accuracy of any data furnished. The County makes no warranties of merchantability or fitness for a particular purpose, nor are such warranties to be implied, with respect to the data provided under this Agreement.
12. **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other provision of this Agreement. Any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision deemed to be void. The parties agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of essence to this Agreement be deemed void.
13. **Challenge to Agreement.** If a cause of action is commenced by a third party challenging the validity or enforceability of this Agreement or any of its provisions, the County and the City shall cooperate fully to vigorously defend the Agreement. This Agreement is for the exclusive benefit of the parties and their successors and shall not be deemed to give any legal or equitable right, remedy, or claim to any other person or entity. The enforceability of this Agreement shall not be affected by changes in elected officials.
14. **Assignment.** No party shall assign any rights or responsibilities under this Agreement to a third party without the prior written consent of the other party.
15. **Term.** The delivery of services under this Agreement shall commence on January 1, 2023, or the date of hire of the budgeted position, and shall continue until terminated by either party as set forth herein. Except as otherwise provided, this Agreement may only be terminated at the end of calendar year (December 31) with written notice to the other party by no later than September 30.
16. **Early Termination.** In the event of the County in unable to fulfil its obligations under this Agreement due to an inability to maintain sufficient staffing, the County may terminate this Agreement upon thirty (30) days written notice. Upon such termination, the City shall be relieved of any obligations for future compensation pursuant to paragraph 6.
17. **Complete Agreement and Future Amendments.** This document is a complete and final Agreement and supersedes any oral agreements or other negotiations which may conflict with the terms of this Agreement. Either party may request a modification of this Agreement at any time. Any modification of the terms of this Agreement shall be in writing in the form of an Addendum to this Agreement and approved by both the City and the County.

IN WITNESS WHEREOF, the Parties have caused their properly authorized representatives to execute and seal this Agreement on the date as set forth above.

CITY OF Watertown

COUNTY OF Jefferson

DRAFT



To: Plan Commission, Finance Committee
CC: Mayor McFarland
From: Mason Becker, Strategic Initiatives and Development Coordinator
Date: December 1, 2023
Re: Potential Sale of City-Owned Land to Facilitate Grant Opportunity

Commission/Committee members,

The City was recently approached by a local business that is pursuing the purchase of a property located at 761 Milford St. This former Ablelight site, which features two buildings, has been vacant for about three years. Private purchase of this property would return it to the property tax rolls, and its reactivation would be an economic benefit to the City.

In conversations about this transaction with Deb Reinbold from Thrive ED, we discovered that this location would be eligible to apply for an Idles Sites Grant through the Wisconsin Economic Development Corporation (WEDC). The Idle Sites Redevelopment Program Grant would pay up to 25 percent or \$200,000.00 of the cost of renovating the site.

The WEDC criteria states that an institutional site (which this parcel would be considered) must be a minimum of 4.0 acres to be eligible for the grant. The parcel is currently 3.17 acres. To make this site eligible for this grant opportunity, the City could sell .83 acres of City-owned land immediately adjacent to this parcel, to help make this site eligible for the grant opportunity. The buyer of the parcel would use the grant funds to assist with renovation costs. As the total City-owned parcel is 169.42 acres (approx. 65 acres buildable), this sale would represent a very small reduction in the total acreage of future developable land.

During internal discussions, it was suggested that the buyer could purchase this acreage for \$11,000.00/acre, which is the same amount the City paid for this land. The buyer is agreeable to this. A new CSM would be completed, at which point the land could be sold and the grant could be applied for.

I am requesting that the Plan Commission and Finance Committee approve the consideration of the sale of .83 acres of City-owned land, contingent upon drafting of a development agreement with the buyer. This would allow a sales agreement and the grant application process to move forward, and ultimately lead to reactivation of this site.

Sincerely,

Mason T. Becker
Strategic Initiatives and Development Coordinator





Jaynellen J. Holloway, P.E.
920.262.4050

Andrew Beyer, P.E.
920.262.4052

Maureen McBroom, ENV SP
920-262-4036

Ritchie M. Piltz
920.262.4034

Secretary, Wanda Fredrick
920.262.4368

MEMO

TO: Mayor McFarland and Committee Members
FROM: Andrew Beyer, P.E.
DATE: December 7, 2023
RE: Finance Committee Agenda Narrative for December 11, 2023

Agenda Item:

Review and take possible action: approve revised State/Municipal Financial Agreement with Wisconsin Department of Transportation for Main Street (Cole Memorial) Bridge


BACKGROUND

Review and take possible action: approve revised State/Municipal Financial Agreement with Wisconsin Department of Transportation for Main Street (Cole Memorial) Bridge

The State/Municipal Financial Agreement (SMFA) for the Main Street (Cole Memorial) Bridge project was first approved by the City in 2018. The SMFA was amended earlier this year with verbiage added regarding the State's funding earmark for the project and building investigation work at 2 E. Main Street. The purpose of the second amendment to the SMFA is to include preliminary/final design and bid document preparation in the summary of cost table for necessary building stabilization work at 2 E. Main Street. The revised SMFA also includes added verbiage regarding award and completion dates of building stabilization work at 2 E. Main Street and work needed at the bridge's northwest quadrant. The revised SMFA and draft resolution are attached. The summary of costs can be found on page 2 of the agreement.

Attachments:

- State/Municipal Agreement
- Draft resolution

 <div>Revision #2 STATE/MUNICIPAL FINANCIAL AGREEMENT FOR A STATE- LET HIGHWAY PROJECT <i>This agreement supersedes the agreement signed by the Municipality on 09/20/2023 and signed by the State on 09/21/2023.</i></div>	<div>Revised Date: December 1, 2023</div> <div>Date: November 9, 2017</div> <div>I.D.: 3050-04-01/-21/-81/-82</div> <div>Road Name: STH 19</div> <div>Title: C Watertown, Main Street</div> <div>Limits: Rock River Structure B-28-906</div> <div>County: Jefferson</div> <div>Roadway Length: N/A</div>
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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 affect the highway or street improvement hereinafter described.

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

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Existing structure B-28-906 is a concrete spandrel arch structure built in 1931. During a deck rehabilitation project by the Municipality, deterioration of the substructure spandrels was exposed; this deterioration was not visually available during routine inspections due to its location. The Municipality has removed parking from the structure due to the deterioration.

Proposed Improvement - Nature of work: Replace structure. In HSIS, existing structure is identified as being eligible for the National Register (Cole Memorial Bridge).

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: Cost share in design for connecting highway. All construction costs associated with lanes utilized for parking and adjusting utility manholes and valves.

PROJECT IS CURRENTLY SCHEDULED FOR 2024 CONSTRUCTION

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
Preliminary Engineering: Plan Development: 3050-04-01	\$ 806,660	\$ 604,995	75%	\$ 201,665	25%
Real Estate Acquisition: Acquisition: 3050-04-21	\$ 16,100	\$ 16,100	100%	\$ -	
¹ Construction: 3050-04-81					
Roadway	\$ 1,189,700	\$ 1,189,700	100%	\$ -	
Structure and Wing Walls	\$ 4,570,800	\$ 4,570,800	100%	\$ -	
Parking	\$ 41,300	\$ -	0%	\$ 41,300	100%
Valve & Manhole Adjustments	\$ 8,400	\$ -	0%	\$ 8,400	100%
² Construction: 3050-04-82					
Bridge	\$ 2,000,000	\$ 2,000,000	MAX	\$ -	BAL
Total Cost Distribution	\$ 8,632,960	\$ 8,381,595		\$ 251,365	
Investigation Work Reimbursement	\$ 15,000	\$ 15,000		\$ (15,000)	credit
Preliminary/ Final Design	\$ 96,240	\$ 96,240		\$ (96,240)	credit
Bid Documents Prep	\$ 21,984	\$ 21,984		\$ (21,984)	credit

1. Estimates for 3050-04-81 include 12% delivery/engineering oversight
2. Estimate for 3050-04-82 includes 0% delivery/oversight

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 3 – 7); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial 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 Financial Agreement.

Signed for and in behalf of the **City of Watertown** (please sign in blue ink)

Name (print)

Title

Signature

Date

Signed for and in behalf of the **State** (please sign in blue ink)

Name **Stephen Flottmeyer**

Title **WisDOT Southwest Region Planning Manager**

Signature

Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. 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 General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
3. 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 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) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
 - (f) Parking lane costs.

- (g) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (h) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.
 - (i) Conditioning, if required, and maintenance of detour routes.
 - (j) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
4. As the work progresses, the Municipality will be billed 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.
 5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
 6. The work will be administered by the State and may include items not eligible for federal/state participation.
 7. The Municipality shall assume general responsibility for all public information and public relations for the project and to make a 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.
 8. Basis for local participation:
 - (a) Design Engineering (3050-04-01): The Municipality is responsible for 25% of the design engineering costs for improvements within connecting highway limits.
 - (b) Construction (3050-04-81): As items are identified during the design phase that require cost participation or are ineligible for Federal/State funding, this agreement will be amended to reflect those costs.

Parking: In accordance with Wisconsin Statutes 86.32(4) and WisDOT policy, the Municipality is required to pay 100% of the construction costs for that part of the state trunk highway on which parking is permitted. Payment will be actual cost for the parking lane area and will be made by the Municipality at the time of construction.

Valve & Manhole Adjustments: The Municipality will pay 100% of the cost of adjusting water and sanitary sewer systems, including manhole and valve adjustments. These costs are not eligible for Federal/ State funding.

- (c) Construction (3050-04-82): The City of Watertown has received a \$2 million earmark for the Watertown Structure B-28-906 in the 2023-2025 biennial Wisconsin State Budget. The City of Watertown will be reimbursed for up to \$2 million dollars through this earmark. The City may submit any Bids it receives for preapproval from WisDOT, which shall confirm within 10 days that the Bid contains approved eligible project costs. The City will submit all invoices to WisDOT. WisDOT will directly pay all invoices consistent with a preapproved bid within 10 business days. For all other invoices WisDOT will directly pay for eligible project costs, as determined by WisDOT, contained in the invoices within 10 business days. All invoices must contain a statement as to whether they are to be directly paid to the vendor or the contractor or reimbursed to the City and the Project ID along with the Items and Quantities to be paid. Send all invoices by email to: DOTExpenditureAccounting@dot.wi.gov.

Phase 1 – Municipal work to detach and stabilize the Masonic Temple shall be completed by April 1, 2024.

Phase 2 – Municipal work to detach the lower portion of the Masonic Temple and stabilize the building shall be awarded no later than February 23, 2024. The portion of Phase 2 work associated with Northwest quadrant (Bank property) shall be completed no later than April 12, 2024. WisDOT or its contractor shall provide 14 day notice prior to the completion of the eastern cofferdam and shall provide 15 consecutive working days for the Municipality's contractor to complete the phase 2 work in the Northeast quadrant (Masonic Temple).

Upon completion of work to excavate and fully disconnect existing structure B-28-906 from any buildings or appurtenances in the NE Quadrant of the structure, the Municipality shall send a letter stating that such work has been completed, and that the Masonic Temple building is stable and structurally sound so that WisDOT can move forward with the bridge replacement and roadway project. The letter shall be provided on the 15th working day of the allotted time frame or on the last day of work, whichever is sooner. Letter shall be sent to:

Wisconsin Department of Transportation
ATTN: SW Region Director
2101 Wright Street
Madison, WI 53704

- (d) Investigation Work Reimbursement: The Municipality hired a firm to complete investigations, design, and bid documents preparation for the project. Cost of the investigation work, design, and bid documents preparation is eligible for State funding. The Municipality paid \$15,000 for the investigation work. The State will reimburse the Municipality \$15,000. The Municipality paid \$96,240 for the design work. The State will reimburse the Municipality \$96,240. The Municipality paid \$21,984 for the bid documents preparation work. The State will reimburse the Municipality \$21,984. Reimbursement will be paid to the City of Watertown via direct payment and will not be a credit to the project.

9. Indemnification

- (a) The Municipality shall become familiar with, and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the work or Municipality's conduct.
- (b) In carrying out the provisions of this Agreement, or in exercising any power or authority granted to the State thereby, there shall be no personal liability upon the authorized representatives of the State, it being understood that in such matters they act as agents and representatives of these agencies.
- (c) The Municipality shall be responsible for any and all damages to property or persons arising out of a negligent act, error and/or omission in the Municipality's performance of the work under this Agreement.
- (d) The Municipality shall indemnify and save harmless the State and all of their officers, agents, and employees on account of any damages to persons or property resulting from negligence of the Municipality in connection with performance and completion of the work covered by this Agreement.

10. Insurance Requirements

- (a) The Municipality shall maintain the following types and limits of commercial insurance in force until such time as all work under or incidentals to the contract have been completed.

Type of Insurance	Minimum Limits Required*
i. Commercial General Liability Insurance; shall be endorsed to include completed operations and blanket contractual liability coverage.	1. \$1 Million Combined Single Limits per Occurrence, may be subject to an Annual Aggregate Limit of not less than \$2 Million.
2. Worker's Compensation and Employer's Liability Insurance	3. Worker's Compensation: Statutory Limits Employer's Liability 4. Bodily Injury by Accident - \$100,000 Each Accident 5. Bodily Injury by Disease \$500,000 Each Accident \$100,000 Each Employee
6. Commercial Automobile Liability Insurance; shall cover all Municipality owned, non-owned and hired vehicles used in carrying out the contract.	i. \$1 Million - Combined Single Limits per occurrence
ii. Architect's and Engineers Errors and Omissions Insurance**	1. \$1 Million - Each Claim, may be subject to an Annual Aggregate Limit of \$1 Million

*These requirements may be satisfied either through primary insurance coverage or through excess/umbrella insurance policies.

**This insurance requirement applies only to engineering services and is waived for non-engineering services. Engineering services are defined as project management, construction management and inspection, feasibility studies, preliminary engineering, design engineering, surveying mapping and architectural related services.

- (b) An Insurance Certificate, (or Certificates) showing the Municipality is covered by the above required types and amounts of insurance and naming the State as an additional insured shall be furnished to the State prior to the performance of any services under this Agreement.
- (c) A 60 day notice of cancellation or change in coverage shall be required. All coverage shall be placed with insurance companies licensed to do business in the State of Wisconsin with an A.M. Best rating of A - or better. The State reserves the right to require other coverage and limits as described in the special provisions of this Agreement.

- (d) The above insurance requirements shall apply with equal force whether the work under this Agreement is performed by the Municipality, a subcontractor of the Municipality, or by any entity employed directly or indirectly by either party.
- (e) Any exceptions to the above insurance requirements requires approval from the Statewide Consulting Engineer.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.

**DRAFT RESOLUTION TO
APPROVE STATE MUNICIPAL FINANCIAL
AGREEMENT REVISION #2 FOR RECONSTRUCTION
OF COLE MEMORIAL BRIDGE**

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

WHEREAS, The State of Wisconsin and the City of Watertown are currently under a signed State/Municipal Financial Agreement (SMFA) for the reconstruction of the Cole Memorial Bridge (Main Street Bridge) for work to commence in 2024; and,

WHEREAS, the State of Wisconsin is seeking an additional State/Municipal Financial Agreement for the reconstruction of the Cole Memorial Bridge (Main Street Bridge) regarding the inclusion of necessary structural design and bid document preparation work for building stabilization work at 2 E. Main Street; and,

WHEREAS, the State of Wisconsin has also included language in the revised SMFA pertaining to award and completion dates of said building stabilization work; and,

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 Financial Agreement (SMFA) for the reconstruction of the Cole Memorial (Main Street Bridge) for work to commence in 2024.

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

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

ADOPTED December 19, 2023

CITY CLERK

APPROVED December 19, 2023

MAYOR



THE CITY OF
WATERTOWN

DEPARTMENT OF PUBLIC HEALTH

Memo

To: Finance Committee
From: Public Health Department/Carol Quest
Date: 12/5/2023
Subject: Request to Fill Open Nurse Position

The upcoming vacant position was held by a Licensed Practical Nurse (LPN) that worked for the health department for 25 years. The position will be open on January 3rd, 2024, after Susan Wollin's retirement. The LPN position had limited responsibility working in a variety of department programs including Immunizations, child passenger safety, child development through the TalkReadPlay program, health checks, community coalition work focusing on homelessness and community health and chronic disease, quality improvement, and prenatal care coordination.

The population of the City of Watertown is continually changing. A careful assessment of the job descriptions was completed, and it was determined that the position requires a Registered Nurse (RN) license due to the increasing health complexity of the community. A Registered Nurse (RN) license will allow staff to better meet the needs of the community. A RN will also allow for a more equal distribution of workload in programs where limited assistance was only available previously with an LPN and will provide more, and better coverage for services in the department.

In reviewing the change in position, the budget difference between an LPN and an RN would be \$2,849.60. This change in position would give the department access to more applicants and allow the department to find the right candidate for the position. This difference will be covered by cost savings with gap of time from Susans retirement to filling the position. The current LPN position is a H9 in the pay scale The Registered Nurse position would be K1-2 on the pay scale.

Memo

To: Mayor McFarland & Finance Committee

From: Lisa Schwartz, Human Resources Generalist

Date: December 11, 2023

Re: Director of Public Works Recruitment update

Please find the following agenda item for your consideration and recommendation.

November 13th the Finance Committee met to discuss the current DPW recruitment. Following this meeting the post remained open and the advertised wage from the job posting was removed to encourage applications. Staffing organizations were also contacted for quotes.

The posting has been refreshed with the League of Municipalities, APWA, and posted on the Wisc.Jobs site.

The wage had previously been posted in the range of T1-T6 or \$97,635(\$46.94)-\$111,571(53.64). In 2024 the T1-T6 range will increase to \$99,909.20(\$47.64)-\$113,235.20(54.44).

Carlson Dettman recommended that if we were having difficulties the position could be increased to attract individuals Carlson Dettmann would be recommended to Grade U with 2024 wages being \$105,289.60(\$50.62)- \$120,348.80(57.86).

Contacts were made to the staffing agencies Gov HR and Baker Tilly's public sector services. The findings are listed below.

GovHR

Gov HR quoted several options to conduct a search for this type of position. The minimum package for recruitment support would include GovHR posting the position in their network for their candidates to view our opening with the option to apply. For \$4,500 they would forward candidates to us and post the opening.

For a Full Scope Recruitment, it would be approximately \$24,500. This includes advertising and background screenings and a 12-month guarantee on the placed candidate. It does not include consultant or candidate travel.

A Limited Scope recruitment would be approximately \$21,500. This includes advertising. It does not include background screenings, consultant and candidate travel expenses, or the guarantee.

The estimate GovHR provided for a position with a P.E. with a minimum of 5 years' experience in our geographic area for a similar size municipality was a range of \$95,000 to \$140,000. It was recommended to widen the range the way the position is currently posted. If the wage is flexible adjusting the years' experience (3 to 5 preferred) and the P.E. Requirement could make the range feasible.

Baker Tilly



Baker Tilly's representative called regarding concerns about the posted wage and requirements. Baker Tilly conducts national searches for public sector openings like ours in Virginia, California, Florida, Nebraska and Wisconsin. They are competing for candidates with engineering firms in the private sector that can offer more competitive packages.

They shared that recent candidates are declining position offers in ranges at higher than we currently offer. They are also declining positions that require relocation due to the current housing market interest rates.

A recent client was able to fill a position by altering the duties into one and a half openings and promoted internally due to the difficulty in finding suitable candidates. Few candidates are coming in with the P.E. requirement and this was a way they were able to meet the needs. An option to make the P.E. part of the hiring contract is also a way to make an opening for more candidates.

Overall, they recommend that we review the wage, review the requirements, or anticipate an extended hiring period if these can't be adjusted in hopes of attracting a candidate.

They did not provide an estimated wage range.

Please provide the next steps for this recruitment process.

DATE: 12/5/2023**REQUEST FOR JDQ REVIEW**

Job Description Questionnaires must be completed to evaluate a new/current position's step based on duties and responsibilities in the department. Requests will be initiated by the department manager, approved by the Mayor and then sent to the human resource (HR) department for processing by Carlson Detmann.

NEW POSITION _____ RECLASSIFICATION: X FT X PT _____DEPARTMENT: Parks, Recreation, & ForestryPOSITION TITLE Arborist/Bucket Truck OperatorCURRENT POSITON TITLE(If reclassification): Assistant ForesterSupervision responsibilities: Yes / X NoReporting Structure: Reports to City Forester and Park SupervisorAccount# to charge JDQ fees: 01-55-20-18 Admin SuppliesREASON FOR EVALUATION title change and addition of certification needs and experience.

DESIRED IMPLIMENTATION TIMELINE OF POSITON CHANGE:

We would like to start this position in January of 2024.

JOB DESCRIPTION QUESTIONNAIRE ATTACHED: Yes / No

JOB DESCRIPTION ATTACHED: X Yes / NoDEPT HEAD SIGNATURE Tristine Boutwell DATE 12/6/2023

MAYOR SIGNATURE _____ DATE _____

Received by HR DATE _____

Date Sent to Carlson Dettman DATE _____

Received by Carlson Dettman DATE _____

Date Communicated to Department DATE _____

Invoice uploaded into miview DATE _____

Invoice given to Dept. for upload Date _____

DATE: 12/5/2023

Job Description Questionnaire

The purpose of the Job Description Questionnaire (JDQ) is to provide the information necessary to evaluate jobs for salary placement, classify jobs for various legal requirements, and to compile appropriate job descriptions.

Please read this JDQ carefully before answering any of the questions and then complete it as accurately, completely, and briefly as possible. While it is not necessary to describe each duty in great detail, it is important to provide sufficient information so the job can be accurately evaluated and classified. Keep in mind that *the purpose of the JDQ is to collect information about the job and is not designed to evaluate employee performance.*

Consider the typical responsibilities of the job; even those that might only occur cyclically (e.g. annually, quarterly, etc.). The responses should be based on duties and responsibilities that are part of the job under typical conditions, not special projects or temporary assignments. Further, unless specifically directed by management, describe the job as it is today, not as you believe it should be or what it might be in the future.

SECTION 1		DEMOGRAPHIC INFORMATION	
Employee Name	Vacant	Employer Name	City of Watertown Parks, Recreation, & Forestry
Job Title	Arborist/Bucket Truck Operator	Work Location	City of Watertown
Department	Parks, Recreation, and Forestry	Division	Forestry
Full-Time / Part-Time	FT	Part-Time (Hrs per Wk)	
Supervisor Name	Jeff Doyle/Ryan Thurow	Supervisor Title	Parks Supervisor/City Forester

SECTION 2**DESCRIPTION OF ESSENTIAL DUTIES & RESPONSIBILITIES**

Identify the essential duties / responsibilities of your job, which should be the most important aspects of the job. This section is focused on WHAT is done rather than HOW it is done. Use wording that will provide as clear an understanding as possible for someone not familiar with your work. Avoid terminology or acronyms that are not widely known outside of your line of work. Please list those duties that you feel are most important at the top of the list, and list the estimated percentage of the total annual time that each item takes. *(Remember, as a rule-of-thumb, that 10% equates to roughly 200 hours of a work year.)* To the extent possible, try to identify those duties and responsibilities that account for as close to 100% of your work time as possible. While catch-all categories are acceptable (e.g. misc. duties, other duties as assigned, etc.), those sections will likely NOT be evaluated.

Frequency Codes: Daily [D] / Weekly [W] / Bi-Weekly [B] / Monthly [M] / Quarterly [Q] / Annually [A] / As Needed [N]

Primary Duties	Frequency	% of Annual Total Time
Performs all aspects of forestry duties including trimming, planting, and transplanting, pruning, removals, fertilizing, treating, and repairing of trees and shrubs.	D	15%
Diagnose and treat insect/disease problems.	Q	5%
Performs roping, rigging, and safety procedures during tree removal	W	10%
Operate chain saws, ropes, hand tools and power equipment.	D	20%
Operate aerial trucks, chippers, stumpers, loaders, dump trucks, etc.	W	20%
Maintains certifications and performs duties as a bucket truck operator under the supervision of the City Forester	W	15%
Performs trouble shooting on assigned equipment as needed.	N	
Performs general care and maintenance of all types of equipment	D	5%
Operate City's GIS program and maintain tree inventory records.	D	10%
In the City Forester absence, responsible to direct work for full time staff members and seasonal employees.	N	

SECTION 3**TOOLS AND TECHNOLOGY**

Identify any software, technology, equipment or machinery utilized on a regular basis in order to perform the functions of the job:

Bucket Truck, chippers, stumpers, loaders, dump trucks, power mowers, tractors, trucks, Geographic Information System (GIS), Ipad, desktop, outlook email, office 365

SECTION 4**JUDGMENTS / DECISION-MAKING**

Identify at least five of the most typical judgments/decisions that you make in performing your job as well as the solutions to these problems. Please also describe the resource, input or guidance others provide in arriving at your decision and who reviews, if anyone.

Typical Problems/Challenges	Possible Solution(s) to Problem/Challenge	Resources Available and/or Used	Job Title of Who Reviews
Electrical lines in trees	Roping/Rigging	Bucket Truck/Forestry Equipment	City Forester
Downed Tree in Roadway	Close road to clean up tree	Bucket Truck/Forestry Equipment	City Forester
Hanging limb from tree	Roping/Rigging	Bucket Truck/Forestry Equipment	City Forester
Tree fallen in water			

SECTION 5**WORKING RELATIONSHIPS / INTERACTIONS / CONTACTS**

Please identify your typical work relationships with other persons inside or outside of your own organization.

Title of Individuals With Whom You Typically Interact	Describe the Interaction	Why Was It Necessary?
City Forester	Work together daily and direction is given from them.	They plant, trim, transplant, prune, remove, fertilize, treat, and repair trees/shrubs.
Park Supervisor	Daily tasks are provided by them.	To have direction on which section of the city we are working in.
Gen. Laborers	Provide tasks to and they assist Arborist and City Forester.	Forestry Dept is two people and for safety purposes three to four are needed to do a job securely.

SECTION 6**SUPERVISION / MANAGEMENT**

Please indicate the type of responsibility you have as it pertains to leading others.

Area of Action / Responsibility	Yes	No	Input
Screen / Interview Applicants		X	X
Hire / Promote Employees		X	
Provide Written/Verbal Warnings		X	
Suspend Employees		X	
Terminate Employees		X	
Prepare Work Schedules For Others	X		X
Project Management	X		X
Provide Work Direction For Others	X		
Evaluate Performance Of Others		X	
Counsel Employees		X	
Train Employees (As Part Of The Normal Duties Of The Job)	X		X
Approve Overtime		X	
Approve Time Off Request For Others		X	
Develop / Implement Policies		X	
Do you <u>directly</u> supervise any employees? <i>If yes, please list the number of FTEs and job titles of those employees below:</i>		X	
Job Title	# of FTEs		

SECTION 7**WORK ENVIRONMENT / PHYSICAL REQUIREMENTS**

Please indicate the amount of time typically spent in the following categories.

Physical Requirements	[Place an "X" in the appropriate cells]			
	N/A	Rarely	Occasionally	Frequently

Carrying/Lifting 10 - 40 Pounds				
Carrying/Lifting > 40 Pounds				X
Sitting				X
Standing / Walking / Climbing				X
Squatting/Crouching/Kneeling/Bending				X
Pushing / Pulling / Reaching Above Shoulder				X
Work Environment	N/A	Rarely	Occasionally	Frequently
Indoor/Office Work Environment		X		
Noise >85dB (e.g. mower, heavy traffic, milling machine, etc.)				X
Extreme Hot/Cold Temperatures (>90 degrees / <40 degrees)				X
Outdoor Weather Conditions				X
Hazardous Fumes or Odors / Toxic Chemicals			X	
Confined Spaces (as identified by OSHA)			X	
Close Proximity to Moving Machinery / Equipment				X
Bodily Fluids / Communicable Diseases		X		
Working Alongside Moving Traffic on Roads				X
Electrical Hazards			X	

SECTION 8

ADDITIONAL EMPLOYEE COMMENTS

Please identify any other information that would help someone else understand your job more clearly:

This position will require an individual who is highly skilled at forestry bucket truck operations for the purpose of tree removals while being efficient at roping and rigging, working around electrical powerlines, at high elevations, operating a chainsaw, and cutting limbs over houses and obstacles all while overseeing the safety of staff equipment and self. This position will also be required to lead crews on tree removals/job sites, respond to storm damage, perform tree evaluations along with tree risk assessment.

The purpose of this position is to have a second certified arborist for the city of Watertown. This investment into the forestry program will be a crucial asset in the overall management of Watertown's urban forest. Having a second skilled bucket truck operator will increase the efficiency of removals and increase the safety of forestry operations. Additionally, a skilled arborist will be an important role in storm damage events or post crisis situations.

TO BE COMPLETED BY THE EMPLOYEE'S SUPERVISOR**SECTION 9****SUPERVISOR INFORMATION**

Supervisor Name	Jeff Doyle	Supervisor Title	Park Supervisor
------------------------	------------	-------------------------	-----------------

SECTION 10**EDUCATION REQUIRED FOR HIRE**

Level of Education (Select one with an "X")		Field(s) of Study
	Less than High School Education	n/a
	High School Education (or Equivalent)	X
	One Year Certificate (or Equivalent)	X
	Associate's Degree (or Equivalent)	
	Bachelor's Degree	
	Master's Degree	
	Professional Degree (Law, Medicine, etc.)	
	PhD w/ Dissertation	
	Other: CDL with B&C endorsements and air brake restrictions	X

Provide Any Additional Information Regarding the Required Education (e.g. preferred vs. required, specific coursework, etc.):

SECTION 11**TOTAL EXPERIENCE REQUIRED UPON HIRE**

[Place an "X" in the appropriate cells]

No Experience	< 2 yr.	2 to 3 yrs.	4 to 5 yrs.	6 to 7 yrs.	8 to 9 yrs.	10 to 11 yrs.	≥ 12 yrs.
			X				

Describe Specific Experience Required for Hiring (e.g. 5 total years of customer service experience 2 of which were in a supervisory capacity):

SECTION 12**CERTIFICATION / LICENSURE / TRAINING TO PERFORM JOB**

List Required Certification/Licensure/Training	How Attained/Provided	Required Upon Hire?	May Obtain After Hire?
ISA Certified Arborist	Training		X – 1 year
CDL B&C endorsed with Air Brakes			X – 6 months
Describe any current practices as it relates to licensure or certification (e.g. extra pay for certification, employer payment for obtaining or renewing, etc.):			

SECTION 13**SUPERVISOR'S COMMENTS / CORRECTIONS / ADDITIONS**

In lieu of altering an employee's JDQ, please provide any corrections, clarifications, or additional information in the space provided below.

JDQ Section	Comment / Clarification / Addition
2	Highly skilled in bucket truck operations for efficiency at roping, rigging, working around electrical powerlines, high elevations, cutting limbs over houses and other obstacles while overseeing the safety of staff, equipment and self.
12	They must have or obtain an ISA Certified Arborist certification

To Be Completed By Administrative Designee**SECTION 14****SUPERVISOR INFORMATION**

Administrative Designee Name

Administrative Designee Title

SECTION 15**ADMINISTRATIVE COMMENTS / CORRECTIONS / ADDITIONS**

In lieu of altering an employee's JDQ, please provide any corrections, clarifications, or additional information in the space provided below.

JDQ Section	Comment / Clarification / Addition

CITY OF WATERTOWN POSITION DESCRIPTION

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

DATE: October, 2023

Title: Arborist/Bucket Truck Operator **Department:** Park, Recreation & Forestry **FLSA Status:** Nonexempt

General Summary:

Performs a wide variety of forestry duties on City streets, parks, or other properties to include, but not be limited to, the materials, methods, practices, techniques and equipment used in tree planting, maintenance and removal. Assists in the layout of new plantings and pruning schedules, surveys, inventories, tree condition assessment, and general park maintenance.

Reporting Relationships:

Work is performed under general supervision of Maintenance Supervisor and/or the City Forester.

Specific Accountabilities:

1. Performs all aspects of forestry duties including trimming, planting and transplanting, pruning, removing, fertilizing, treating, and repairing of trees and shrubs.
2. Maintains certificates and performs duties as a bucket truck operator under the supervision of the City Forester.
3. Operate City's Geographic Information System program and maintain tree inventory records.
4. In the City Forester's absence, responsible to direct work for full time staff members and seasonal employees.
5. Diagnose and treat insect/disease problems.
6. Performs roping, rigging, and safety procedures during tree removal
7. Operate chain saws, ropes, hand tools and power equipment.
8. Operate aerial trucks, chippers, stumpers, loaders, dump trucks etc.
9. Operate power mowers, tractors, loader, and trucks.
10. Performs trouble shooting on assigned equipment as needed.
11. Performs general care and maintenance of all types of equipment.
12. Prepare and maintains accurate records of work performed.
13. Ability to interpret plans and specifications.
14. May work in confined spaces.
15. May assist with all park operations in addition to interdepartmental operations.
16. Respond to emergency tree damage (storms).
17. Assist with snow removal operations.

Required Knowledge, Skills and Abilities:

High school graduation (or HSED equivalent) required, with three (3) to five (5) years of experience in arboriculture, bucket truck operations and parks maintenance. Obtain within one year an ISA Certified Arborist. Professional experience that includes disease and pest control, pruning, tree risk safety, removal, planting, and line clearance safety.

Must possess and maintain a Commercial Driver's License with B and C endorsements with air brake restrictions (within 6 months) and have an excellent driving record. Must have the ability to successfully complete a pre-employment post offer drug and alcohol screen upon hire; random drug and alcohol screens thereafter.

- Knowledge of bucket truck and forestry operations for removal and pruning.
- Considerable knowledge of types of trees, materials, methods, practices, techniques, and equipment used in tree maintenance, pruning, and removal.
- Ability to use applicable climbing apparatus and to tolerate considerable heights.
- Ability to work near powerlines, as trained.
- Ability to obtain and maintain Line Clearance Tree Trimmers Certification.
- Ability to obtain and maintain Wisconsin certified arborist credentials.
- Knowledge of the use of common insecticides, fungicides and fertilizers.
- Thorough knowledge of the hazards of tree work and the ability to work safely.
- Skill in the techniques of snow removal to include plow operation.
- Ability to understand and carry out verbal and written instructions.
- Ability to lift and carry up to 50 pounds repeatedly & perform light to heavy tasks in varying weather and traffic situations.
- Ability to remain drug and alcohol free within the guidelines of the law.
- Ability to work in confined spaces. (Training will be provided.)
- Ability to establish and maintain effective working relationships with supervisors, co-workers and the general public.
- Working knowledge of the occupational hazards and ability to work safely and take precautions for safe operation of motor driven equipment, including operation over rough, slippery, or unstable surfaces.
- Ability to perform light to heavy physical tasks under varying weather conditions.
- Ability to apply to all city and department policies, tree ordinances and work rules.
- Ability to, at times, work a fluctuating schedule, including mandatory overtime.
- Ability to follow all workplace safety procedures.
- Ability to use a computer (Microsoft office, email).
- Ability to stay on task and self-perform.
- Ability to obtain and maintain certifications through the city (MSHA, forklift, CPR, first aid, NIMS).

2024-2025

AGREEMENT

BETWEEN

CITY OF WATERTOWN

AND

**LOCAL 877 OF THE INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, AFL-CIO-CLC**

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AGREEMENT

PREAMBLE

This Agreement is made and entered into at Watertown, Wisconsin, by and between the City of Watertown, Municipal Employer, hereinafter referred to as “Employer”, and Local 877 of the International Association of Fire Fighters, AFL-CIO-CLC, hereinafter referred to as “Union”.

ARTICLE I – PURPOSE AND CONDITIONS OF AGREEMENT

1.01 – It is the purpose of this Agreement and the desire of both parties thereto to protect and promote the interests of the general public to whom the parties provide service, to maintain harmonious labor relations, to obtain a complete agreement covering wages, hours of work and conditions of employment, to provide for the well-being of the employees and to allow the Employer to operate and manage its affairs.

1.02 – This Agreement constitutes an entire agreement between the parties and no verbal statement shall supersede any of its provisions.

1.03 – The term “employee” or “employees” shall refer to a full-time employee or full-time employees whenever used, unless specifically provided otherwise.

1.04 – The terms and conditions of this Agreement shall supersede ordinances and resolutions wherein there is a conflict with this Agreement.

ARTICLE II – RECOGNITION

2.01 – Pursuant to the provisions of Chapter 111.70 of the Wisconsin Statutes, the Employer recognizes the Union as the exclusive bargaining agent for all full-time employees of the Fire Department, except supervisory, confidential, managerial, or executive employees and clerical employees.

ARTICLE III – MANAGEMENT RIGHTS

3.01 – The Union recognizes the prerogatives of the Employer to operate and manage its affairs in all respects in accordance with its responsibility and in the manner provided by law, and the powers or authority which the Employer has not specifically abridged, delegated, or modified by other provisions of this Agreement are retained as the exclusive prerogatives of the Employer. Such powers and authority, in general, include, but are not limited to the following:

- a) To determine its general business practices and policies, including the purchase and utilization of equipment.

- b) To manage and direct the employees of the Employer, to make assignments of jobs, to determine the size and composition of the work force, to train or retrain employees, to establish standards of job performance, to determine and schedule the work to be performed by the work force and each employee, and to determine the competence and qualifications of the employees.
- c) To determine the methods, means and personnel by which and the location where the operations of the Employer are to be conducted.
- d) To take whatever action may be necessary in situations of emergency.
- e) To utilize part-time employees when deemed necessary.
- f) To hire, promote and transfer and lay off employees and to make assignments and promotions to supervisory positions.
- g) To suspend, demote, discipline or discharge employees pursuant to § 62.13, Wis. Stats.
- h) To create new positions or departments; to introduce new or improved operations or work practices; to terminate or modify existing positions, departments, operations or work practices; and to consolidate existing positions, departments or operations.
- i) To make and alter rules and regulations for the conduct of its business and of its employees. The reasonableness of any new or revised rule is subject to the grievance procedure.

3.02 – Both parties agree that every incidental duty connected with the operation of the Fire Department is not always specifically described. Nevertheless, it is intended that all such duties shall be performed as directed by the Chief or their representative. But it is recognized that the primary mission is the protection of life and property.

ARTICLE IV – UNION ACTIVITY

4.01 – No Union meeting shall be attended by employees while on duty and no Union business shall be conducted by employees while on duty except as follows:

- a) The Union shall be allowed to hold a membership meeting once a month at the Watertown Fire Station, provided that the time and place in the station for such meetings shall be subject to the approval of the Chief. Special meetings may be held with the prior written permission of the Chief. Any employee on duty who attends such meetings shall be subject to call during the meetings.
- b) Processing grievances as provided in Article XVIII.

- c) One member of the Union's Bargaining Committee who is on duty at a time when a contract negotiation session is scheduled shall be allowed time off without loss of pay to attend such session. Such employee, however, shall be subject to call during such session.
- d) Routine Union business may be engaged in by a Union officer, such as posting notices on the kitchen bulletin board, provided that prior notification is given to the Chief or their representative by such officer, the amount of time involved is reasonable and such business does not disrupt the normal operations of the Fire Department.

4.02 - Off duty or non-employee representatives of the Union having business with the officers or individual employees on duty may confer with such officers or employees during the course of the workday for a reasonable amount of time, provided they have obtained prior approval from the Chief or their representative.

4.03 – The Union shall furnish the Employer with a list of the names of its officers or other designated representatives and shall keep such list current.

4.04 – Union time trades shall be utilized to allow a Union member off duty to conduct official Union business. The Union will pay the member working the trade instead of receiving time off.

- a) Union time trades must be initiated by the president or vice president. A memo outlining the details, and request of Union time trade shall be submitted with normal time off request forms.
- b) A Union time trade cannot be approved if under any circumstance such trade would cause overtime or any additional payment of any kind to employees by the City.
- c) Union time trades must be approved by the Fire Chief or their designee. Union time trades shall be approved/denied no more than five (5) working days after the request is submitted.
- d) Once a Union time trade is approved by the Chief or their designee it cannot be cancelled for any reason.

ARTICLE V – FIRE INSPECTOR

5.01 – **FIRE INSPECTOR**. The City may designate up to six (6) firefighters to conduct fire inspections. The designation will be made by seniority, with the offer first made to the most senior members of the bargaining unit. Where Fire Inspector staffing considerations require, the City may pass over a senior firefighter. Each individual appointed to serve as a Fire Inspector shall have their annual salary increased by six hundred dollars (\$600.00) each year. Employees who cease serving as Fire Inspectors shall be subject to a prorated rate reduction. Inspections shall

be conducted during the firefighter's normal duty day, except where, in the Chief's judgment, need requires assignment of fire inspection activity on Saturday afternoons between 1:00 p.m. and 4:30 p.m.

ARTICLE VI – HOURS OF WORK

6.01 – The work period for all employees shall be twenty-seven (27) days.

6.02 – Firefighting employees will work a normal work cycle of one 24-hour tour of duty followed by one 24-hour off period, followed by one 24-hour tour of duty, followed by one 24-hour off period, followed by one 24-hour tour of duty, followed by four 24-hour off periods. The normal starting time for a tour of duty will be 7:00 a.m.

6.03 – Trading tours of duty will be permitted with the prior consent and approval of the Fire Chief or the officer in charge. Requests for such trades shall be in writing and shall specify the employees involved in the trade, the reason for the trade, the date the trade will be made and the date the trade will be repaid. All trades must be repaid within twelve (12) calendar months. The Chief will act on all trades no later than thirty (30) days prior to the first trade date. All trades will be made in compliance with the Fair Labor Standards Act and rules and regulations enacted there under, if applicable, but in no event will any such trade be permitted if such would subject the Employer to overtime or any additional payments. This section shall be administered in a reasonable and non-discriminatory manner.

6.04 – Employees will receive a paid leave of absence for time spent in jury duty service plus reasonable travel time to and from the courthouse, provided such jury duty occurs during regularly scheduled work hours. Any jury duty pay, exclusive of mileage, received shall be turned over to the City. Employees will return to work immediately upon being released for the day by the court.

6.05 – The normal duty day for firefighters shall be 8:00 a.m. to 11:30 a.m. and 1:00 p.m. to 4:30 p.m., Monday through Friday, and 8:00 a.m. to 11:30 a.m. Saturdays, excluding holidays. The duty day hours are not applicable to any emergency duties or work necessitated by unusual circumstances, including, but not limited to, the giving of tours.

6.06 - Employees assigned to a 24-hour shift schedule may be transferred to a 40-hour work week temporary assignment, which may be due to restricted duty, light duty assignments, temporary voluntary assignment, or new hire orientation, at the discretion of the Fire Chief and based upon the availability of work. The Chief can terminate the 40-hour work week at any time and return the employee to full duty.

Normal work hours will be Monday through Friday 8:00 a.m. to 4:30 p.m., with lunch from 11:30 a.m. to 1:00 p.m. The employee shall have off all holidays as do other 40-hour work week staff and paid for said holidays. The schedule may be adjusted with prior approval from the Fire Chief.

Employees on a 40-hour work week shall not count toward daily staffing.

Employees on a 40-hour work week shall be allowed to take vacation hours regardless of the number of personnel already on vacation.

An employee on a 40-hour work week until their return to full duty, will be allowed one calendar day (24 hours) prior to the return to shift off with no reduction in pay.

When an employee is assigned to a 40-hour work week they shall be paid the same annual salary they were receiving on regular duty.

6.07 – Fire Department Management may assign training to be performed outside of normal duty day hours defined in Section 6.05, provided firefighters are provided time off at a future date at the rate of one (1) hour off for one (1) hour of training performed outside the normal duty day hours. Fire Department Management will make every effort to make this assignment occur within sixty (60) days from the after-hours training event. Under no circumstances will a pre-scheduled event be cancelled to allow for time off. Assigned time off will be done according to the shift that was working the day the after-hours training occurred, not the actual personnel. Therefore, the use of vacation time, sick time or time trades will in no way affect the assigned date and time off. Fire Department responses for service will in no way affect the assigned date and time off.

ARTICLE VII – OVERTIME

7.01 – All hours an employee is required by the Chief or their representative to work for any reason, including mandatory training, in excess of their normal work cycle or normal work week will be considered as overtime hours. Employees will be paid for overtime hours at the rate of time and one-half (1-1/2).

7.02 – Such overtime pay shall be computed on a quarter hour basis and any portion thereof. Employees called back to work outside their assigned duty hours shall receive a minimum of two (2) hours pay at time and one-half (1-1/2), provided, however, that such minimum shall not apply to hours worked consecutively prior to or subsequent to their assigned duty hours or to hours involved in training.

7.03 – Overtime to fill shifts (hire-back) will be offered to all Union members first based on seniority and qualifications. In the event Union members do not fill the shifts then non-Union members will be offered overtime.

ARTICLE VIII – VACATION AND HOLIDAYS

8.01 – VACATIONS.

- a) Firefighting employees shall be entitled to annual vacations based on length of continuous service as provided in this Article.

- b) On January 1 of every year, each firefighting employee with at least twelve (12) months of service shall be deemed to have earned vacation awarded on that day based on the length of continuous service as specified in Section 8.03 infra. Any firefighting employee who during the course of the year reaches a new threshold for vacation award based on continuous service shall receive one (1) additional day of vacation awarded and earned on their anniversary date for that year. Firefighting employees may schedule their additional day of earned vacation at the same time as all other vacation days are scheduled provided the additional day is scheduled after their anniversary date for that year.
- c) Firefighting employees may not use unearned vacation time.
- d) Vacation schedules, including the number of employees who are able to be on vacation at the same time, shall be approved by the Chief or their representatives. Vacations shall be drawn according to seniority and employees outside the bargaining unit may, at the discretion of the Chief, be included in such draw.
- e) Vacations must be taken within the calendar year, or they shall be considered lost. For purposes of this Section, a vacation period which starts within the calendar year but extends beyond such year shall be considered as taken within the calendar year.
- f) Continuous service shall not include any period of layoff or unpaid leave of absence, except military leave if required by law, where such layoff or leave exceeds thirty (30) consecutive calendar days.
- g) In the event a firefighting employee separates from their employment with the City for any reason, said employee shall not be required to repay or reimburse any used vacation time. Furthermore, the City shall pay any earned and unused vacation time out to the firefighting employee at their current rate of pay on the final pay check.
- h) New Hires – Beginning January 1, 2022
 - 1) New Hires shall receive no vacation hours from their start date until the end of the calendar year in which they were hired.
 - 2) On January 1 of the year following the year in which the New Hire began working full-time at the Watertown Fire Department, the New Hire will earn .5 days of vacation per two-week period from their date of hire to December 31, of the year they were hired.
 - 3) While vacation time provided in subparagraph 2 will be deemed earned on January 1, of the year following the year in which the New Hire began full-time employment, a New Hire shall not be eligible to use or be paid out vacation days upon separation until completion of their probationary period.
 - 4) On January 1 of the year following the end of a New Hire's probation period, the individual shall begin earning vacation consistent with Article 8.01(b) supra.

8.02 – HOLIDAYS.

a) Employees shall be entitled to the following holidays:

New Year's Day	Patriot's Day (9-11)
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Eve
Labor Day	Christmas Day
Veterans Day	New Year's Eve

b) Each firefighting employee shall be entitled to one hundred forty-four (144) work hours off per year in lieu of time off on the above holidays. Scheduling of holiday time shall be approved by the Chief or their representative.

8.03 – During the term of this Agreement, firefighting employees will be granted the following amount of time off for vacation and holiday off time combined:

- a) Employees with twelve (12) months of continuous service;
 - (i) 13 – 24-hour workdays
- b) Employees with five (5) years of continuous service;
 - (i) 14 – 24-hour workdays
- c) Employees with seven (7) years of continuous service;
 - (i) 15 – 24-hour workdays
- d) Employees with eleven (11) years of continuous service;
 - (i) 16 – 24-hour workdays
- e) Employees with fourteen (14) years of continuous service;
 - (i) 17 – 24-hour workdays
- f) Employees with seventeen (17) years of continuous service;
 - (i) 18 – 24-hour workdays
- g) Employees with nineteen (19) years of continuous service;
 - (i) 19 – 24-hour workdays

- h) Employees with twenty-one (21) years of continuous service;
- (i) 20 – 24-hour workdays

ARTICLE IX – SICK LEAVE

9.01 – Firefighting employees who have been continuously employed by the Employer for a period of at least six (6) months shall be entitled to sick leave with pay on the basis of twenty-four (24) hours for each calendar month of full-time service. Although such new employees are unable to use sick leave during their first six (6) months, they will accrue sick leave on the above basis during such period. Unused sick leave may accumulate to a total of not more than 1,440 hours.

9.02 – An employee on sick leave shall be required, on request, to file with the Chief or their representative, a written report upon their return to duty, on a form furnished by the Employer, stating their length of absence from duty and the nature and effect of their illness or injury.

9.03 – To be eligible for paid sick leave, an employee must:

- a) Whenever possible, report their illness or injury to the officer in charge one (1) hour before their tour of duty, provided, however, that in cases of known extended illness or injury, the employee will periodically notify the Chief of their progress.
- b) File with the Chief or their representative on return to duty, a physician's statement to the effect that they were unable to perform the duties of their position, specifying the cause, where such absence is for three (3) or more consecutive tours of duty. For good cause, the Chief may request such physician's certificate for absence of lesser duration.

9.04

- a) Sick leave shall include absences from duty on a scheduled workday because of an employee's illness or injury or exposure to contagious disease or, upon proper notice to the Chief or their representative, because of serious injury, illness, or emergency in the employee's immediate family, i.e., parent, child or spouse. Sick leave may be taken on an hourly basis but will be charged in fifteen (15) minute increments.
- b) In the event an employee calls in sick in the morning and tells the officer in charge they are attempting to see a doctor, the employee may come back to work at any time, if the doctor approves their returning to work. In the event an employee calls in sick in the morning and does not tell the officer in charge that they are attempting to see a doctor or does not consult a doctor, and such employee feels better later

and desires to return to duty during that shift, such employee will not be permitted to return to duty until at least the first eight (8) hours of that shift have elapsed.

9.05

- a) In the event of a death in the family, employees shall receive paid funeral leave in the following amounts for absences from regularly scheduled work up to and including the day of the funeral:
- b) No more than seventy-two (72) hours in the event of the death of a parent, stepparent, child, stepchild, or spouse.
- c) No more than forty-eight (48) hours in the event of the death of a mother-in-law, father-in-law, brother or sister or stepsibling.
- d) No more than twenty-four (24) hours in the event of the death of a brother-in-law, sister-in-law, daughter-in-law, son-in-law or grandparent, grandchild, or step-grandchild of the employee or the employee's spouse, provided that the funeral occurs on a day when the employee is scheduled to work.

9.06 – In the event an employee does not have sufficient paid sick leave to cover the illness or injury of the employee or in the event an employee requires additional funeral leave in excess of that provided for in Section 9.05, an employee may, at the discretion of the Fire Chief, be allowed up to three (3), twenty-four (24) hour workdays as leave of absence without pay in any calendar year for such purposes. Leaves of absence without pay for such purposes in excess of three (3), twenty-four (24) or eight (8) hour workdays, as the case may be, in any calendar year, may be allowed, provided, however, that prior approval must be given by the Common Council. Paid sick leave shall not accrue during any such unpaid leave of absence in excess of thirty (30) consecutive calendar days.

9.07 – EMERGENCY LEAVE.

Emergency Leave is defined as when an employee is allowed to leave their duty assignment and be paid out of their sick leave balance.

Emergency Leave will be charged in fifteen (15) minute increments from the employee's sick leave balance.

To obtain Emergency Leave, the employee must obtain permission from the shift commander or in their absence the Fire Chief. The employee must clearly and completely explain the circumstances regarding the situation including the approximate length of time needed during their request for Emergency Leave.

No Emergency Leave will be granted if it will cause overtime for the City. Emergency Leave is not applicable to absences for serious injury or illness in the employee's immediate family

consisting of a parent, child, or spouse. Those absences are provided for under Section 9.04(a) of the Agreement.

Permission may be granted on a case-by-case basis. Denial of permission shall not be subject to the grievance procedure.

ARTICLE X – WORKER’S COMPENSATION

10.01 – If an employee is injured while performing work for the City and is receiving Worker’s Compensation payments for temporary-partial or temporary-total disability, they shall receive the difference between their regular salary and their Worker’s Compensation payments during their period of disability, or a period of ninety (90) calendar days from the date of the initial injury, whichever is less. If the employee is unable to return to work after the expiration of ninety (90) calendar days, their department head may request the Common Council to extend those payments for just cause. Payments under this Section shall not be deducted from accumulated sick leave. The provisions of this Article shall not apply to new employees during their initial probationary period.

10.02 – Any employee receiving or who has received the difference between their Worker Compensation benefits and their regular salary pursuant to Section 10.01 who recovers damages against a third party arising out of the compensable injury, shall reimburse the City to the extent said damages equal or exceed the payments under Section 10.01. In no event shall the City’s recovery under this Section exceed the payments made under Section 10.01.

ARTICLE XI – SALARIES

11.01 – Salaries shall be paid as listed on Appendix “A” on a bi-weekly basis. Appendix “A”, in its entirety, is attached hereto and made a part hereof. It is the intent of the parties that a Paramedic shall be paid at a 4.5% premium as compared to the equivalent step for an EMT-B. The parties also recognize and intend for an EMT-A to be paid at a 1.85% premium as compared to the equivalent step as an EMT-B. It is the intent of the parties to provide a 3.75% premium to the current step or top firefighter base for a Fire Mechanic.

ARTICLE XII – LONGEVITY

12.01 – Employees shall receive, in addition to their salaries, the following annual amounts which shall be payable bi-weekly on a prorated basis or annually on a separate check:

After eight (8) years of continuous service with the Employer	\$175.50
After twelve (12) years of continuous service with the Employer	\$351.00
After sixteen (16) years of continuous service with the Employer	\$526.50

Employees shall designate prior to the start of the calendar year whether the longevity payment will be paid pro rata or in a lump sum and such designation may not be changed.

12.02 – Continuous service shall not include any period of layoff or unpaid leave of absence, except military leave if required by law, where such layoff or leave exceeds thirty (30) consecutive calendar days.

ARTICLE XIII – PENSION

13.01 – Employees shall be covered under the State of Wisconsin Retirement Fund in accordance with Subsection 1 of Chapter 40 of the Wisconsin Statutes. Effective January 1, 2015 employees shall pay the full cost of the employee's WRS contribution, which for public safety employees is statutorily defined as one-half of the WRS actuarially required contribution rate for general municipal employees, as adjusted each year by the Department of Employee Trust Funds.

ARTICLE XIV – INSURANCE

14.01 – The City will pay ninety percent (90%) of the cost of the lowest cost State Health Insurance Plan offered in Jefferson County toward any offered plan and the employee will pay the balance of the premium for the plan selected.

14.02 – Retirees may continue coverage under a group plan in force at that time, at retirees' own expense, providing insurance carrier accepts them, the retiree to pay two (2) months' premium in advance.

14.03 – For any employee who retires at age 50, or at any time thereafter during the calendar year in which they becomes 50 years of age, the City will establish a health insurance premium account for such employee in an amount equal to \$60.00 per day for each day of accumulated unused sick leave (for firefighting employees \$60.00 for each 12 hours of accumulated sick leave) remaining in such employee's sick leave account as of their date of retirement up to a maximum of seven thousand two hundred dollars (\$7,200.00). Such premium account shall be used only for the purpose of making future payments of premiums toward the City's group health insurance program on behalf of such retired employee, provided such retired employee is a participant in the City's group health insurance program for active employees as provided in Section 14.01 above. Payments of such premiums from said premium account will be on the basis of one-half the premium cost per month and coordinated with the retired employee's own payment for the other half of the premium cost paid two (2) months in advance as provided in Section 14.01 above, until such premium account is deleted, or the retired employee is no longer a participant in the City's group health insurance program for active employees. Any employee who does not retire between age 50 and 58 or at any time thereafter during the calendar year in which they became 58 years of age, shall not be eligible for this health insurance premium account, unless the employee's continued employment is at the request of the City. An employee eligible under this paragraph may to the extent permitted by law, as an alternative to the above-described payment, take a one-time cash payout equal to the amount the City would otherwise designate for the health insurance premium account.

14.04 – The City shall provide term life insurance coverage for each employee in an amount equal to the employee’s base annual salary.

14.05 – **DENTAL INSURANCE.** The City agrees to pay ninety percent (90%) of the quoted rate or \$29.31 whichever is less, towards the cost of single or family dental coverage under the plan currently available to City employees.

14.06 – The City will implement a Section 125 plan which provides for reimbursement for dependent care and health care expenses as permitted by the Internal Revenue Code. The City will pay the administrative costs for this plan. Employees may elect to reduce their wages by making contributions to the Section 125 plan to the extent permitted by law. At the end of the plan year, any unused funds remaining in the Section 125 plan shall first be used to reimburse the City for the costs associated with administering the Section 125 plan. If any funds remain in the plan after administrative costs are reimbursed, the City will contribute an amount representing that balance to a recognized charity selected by the Union.

ARTICLE XV – UNIFORM ALLOWANCE

15.01 – During the term of the Agreement, the City will provide employees with an eight-hundred-dollar (\$800.00) clothing allowance annually to cover all uniform costs other than turn-out gear, helmets, and boots. The allowance will be paid in a separate check on or before February 15th of each year. Newly hired employees will receive a prorated amount. Additionally, the City will provide each New Hire with a badge, patches, name tags, EMS jackets, turn-out gear, helmet, and boots.

<u>New Hire Prorated Amounts</u>	
January-February	\$800
March-May	\$600
June-August	\$400
September-December	\$300

ARTICLE XVI – RESIDENCY REQUIREMENT

16.01 – No residency requirements.

ARTICLE XVII – SENIORITY

17.01 – Seniority is defined as the status attained by length of continuous full-time service of an employee in the Fire Department beginning with the latest date of hire.

17.02 – New employees shall not attain any seniority until they have completed their probationary period. Following a successful completion of their probationary period, the new employee’s seniority shall be retroactive to their date of hire.

17.03 – A new employee shall be on probation for the first one (1) year of their employment. Such status may be lengthened by the Chief or their representative up to an additional six (6) months. New employees may be terminated at any time during their probationary period at the sole discretion of the Chief without recourse to the grievance procedure. Employees promoted to a new position shall serve a one (1) year probationary period in such new position.

17.04 – Seniority shall not accrue for any period of layoff or during any period of unpaid leave of absence, except military leave if required by law, where such layoff or leave exceeds thirty (30) consecutive calendar days.

17.05 – Employees shall lose their seniority and the employment relationship shall be terminated for any of the following reasons:

- a) Discharge.
- b) Resignation.
- c) Retirement.
- d) Unexcused failure to return to work after the expiration of a leave of absence or period for which Worker's Compensation was paid or failing to report to the Employer of their intent to return to work within ten (10) consecutive calendar days after notice of recall from layoff.
- i) On layoff for a continuous period of time equivalent to twenty-four (24) calendar months.

17.06 – LATERAL TRANSFERS.

Lateral transfers allow for the opportunity to attract new members in a competitive employment market and simply to attract better candidates that may be interested in joining our organization for mutual benefits.

Lateral transfers will be required to have the same qualifications and follow the same application process as all new hires,

For purposes of this Section, lateral transfers shall be defined as a Firefighter/EMT/Paramedic who have served on another Fire Department with a minimum of at least two (2) years of full-time service.

Lateral transfers shall be evaluated for prior experience to determine pay rate. The Union shall make a recommendation for determination within two (2) business days. Human Resources in consultation with the Fire Chief shall have the final determination for placement on the Local 877 CBA wage scale.

Despite potentially higher pay, lateral transfer members will be placed on the seniority schedule as their date of hire with the City of Watertown, for picking time off and promotion.

Lateral transfers will also utilize their date of hire with the City of Watertown for all retirement and post-retirement benefits.

ARTICLE XVIII – GRIEVANCE PROCEDURE

18.01 – The grievance procedure provided for in this Article shall apply only to grievances involving the interpretation or application of a specific provision of this Agreement. Time limits set forth herein shall be exclusive of Saturdays, Sundays, and holidays. Grievances required to be in writing shall state the specific provision or provisions of this Agreement involved. Suspensions, demotions, and discharges shall be processed under Section 62.13, Wisconsin Statutes.

18.02 – Both the Union and the Employer recognize that grievances and complaints shall be settled promptly and at the earliest possible stage, and, therefore, agree that the grievance processes must be initiated within fifteen (15) days of the incident. Any grievances not reported or filed within such fifteen (15) day period shall be invalid. The procedure for the adjustment of the grievance is as follows:

Step 1 – Grievances shall be presented to the Chief in writing. The Chief may confer with the aggrieved employee and the Union before making their determination. Such decision shall be reduced to writing and submitted to the aggrieved employee and the Union within five (5) days of their receipt of the grievance.

Step 2 – The grievance shall be considered settled in Step 1 above unless, within ten (10) days from the date of receipt of the Chief's answer or last date due, the aggrieved employee and the Union shall request in writing to the Mayor that the dispute be submitted to the Finance Committee of the Common Council. The Finance Committee shall confer with the aggrieved employee and the Union before making its decision and shall submit its written decision to the aggrieved employee and the Union within twenty (20) days from receipt of the grievance by the Mayor.

Step 3 – The grievance shall be considered settled in Step 2 above unless, within ten (10) days from the date of receipt of the Finance Committee's decision or last date due, the aggrieved employee and the Union shall notify the Mayor in writing that the matter is to be submitted to arbitration and shall request the Wisconsin Employment Relations Commission to submit a list of five (5) names of arbitrators.

18.03 – In selecting the arbitrator, each party shall alternately strike two (2) names from the list submitted by the Wisconsin Employment Relations Commission. The name remaining shall be the arbitrator.

18.04 – Each party shall share equally in the cost of the arbitrator. Each party, however, shall bear its own costs for witnesses and all other out-of-pocket expenses, including possible attorneys' fees.

18.05 – Upon completion of review and hearing, the arbitrator shall render a written decision as soon as possible to both the Employer and the Union which shall be final and binding upon both parties. In making their decision, the arbitrator shall neither add to, detract from nor modify the language of this Agreement. The arbitrator shall have no authority to grant wage increases or wage decreases. The arbitrator shall expressly confine themselves to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue not so submitted to them or to submit observations or declarations of opinion which are not directly essential in reaching the determination.

18.06 – Time limits provided for in this Article may be extended by mutual consent of the parties.

18.07 – The Employer shall allow one (1) Union officer or representative and the grievant, who may be on duty, time to process grievances, including attendance at any meeting or hearing, during the course of the duty day, provided that such officer or representative and the grievant give prior notification of such activity to the Chief or their representative, the amount of time involved is reasonable and such activity does not disrupt the normal operations of the Fire Department.

ARTICLE XIX – NO STRIKE

19.01 – The Union agrees not to strike or engage in other concerted activity such as slowdowns, engaging in mass sick calls, or in any other manner impeding the full working efficiency of the Fire Department.

19.02 – The Union shall neither cause nor counsel any or all of its members to engage in the acts prohibited in Section 19.01.

19.03 – In the event of any strike, slowdown, mass sick call, interruption of work or interference of operations of the Fire Department prohibited in this Article, the Employer shall notify the Union thereof and the Union shall immediately give notice to the employees involved that they are in violation of this Agreement and shall end such activity immediately.

ARTICLE XX – DUES DEDUCTION

20.01 – Membership in the Union is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. The Union shall not exert pressure on or discriminate against an employee as regards such matters. No employee will be denied membership because of race, color, creed or sex and this Article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this Article

whenever the Commission finds that the Union has denied an employee membership because of race, color, creed, or sex.

20.02 – The Union will represent all of the employees in the bargaining unit, members and non-members.

20.03 – The Employer agrees that it will deduct monthly from the earnings of all employees who are in the bargaining unit the dues certified by the Union, provided, however, that the employees have provided the City a written dues deduction authorization forms authorizing the City to deduct the dues from the employees' paychecks. With respect to new employees, such deduction shall commence with the month immediately following the month such employee completes their probationary period unless such employee becomes a member of the Union prior thereto and in that case such deductions will commence with the month immediately following receipt of notice by the Employer of their Union membership and the written dues deduction authorization form.

20.04 – The Employer shall pay any amounts deducted pursuant to Section 20.03 above to the Treasurer of the Union on or before the end of the month in which the deductions are made.

20.05 – The Employer shall not be required to submit any amounts to the Union under this Article for employees otherwise covered who are on layoff, leave of absence or other status in which they receive no pay for the pay period normally used by the Employer to make such deductions.

20.06 – The Employer shall not be liable to the Union, employee, or any party by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual dues made from employee wages earned. The Union shall defend, indemnify, and save the Employer harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that may arise out of or by reason of action taken by the Employer under this Article.

20.07 – In the event the Union violates any of the provisions of Article XIX, the provisions of this Article shall be immediately terminated and no similar provisions or any form of dues deduction provisions shall be effective for the balance of this Agreement.

ARTICLE XXI – OUT OF CLASS PAY

21.01 - ACTING OFFICER PAY.

When an employee is assigned by the City as an Acting Lieutenant they shall receive three percent (3%) above their current pay rate for all hours worked in the capacity as Acting Lieutenant. The rate increases are limited to on-duty shift personnel.

When a Lieutenant is assigned by the City as an Acting Battalion Chief, they shall receive three percent (3%) above their current pay rate for all hours worked in the capacity as Acting Battalion Chief. The rate increases are limited to on-duty shift personnel.

21.02 - SELECTION OF ACTING LIEUTENANT.

The City shall select employees to serve as Acting Lieutenant from the list of employees who have passed the most recently administered Lieutenant eligibility examination.

21.03 - PRECEPTOR PAY.

The field training of paramedic students will be conducted by preceptors who wish to volunteer for this duty. If no members of the Watertown Fire Fighters Local 877 wish to volunteer for this duty someone will be chosen and paid accordingly.

Preceptor pay for instructing paramedic students on the ambulance shall be paid at a rate of two dollars (\$2.00) per hour.

This rate shall be divided evenly between the members assigned to the ambulance for the time period of the paramedic student ride time.

In the event of a capstone student, a qualified approved capstone instructor shall be assigned as the preceptor for the shift and will receive the full preceptor pay.

ARTICLE XXII – TUITION REIMBURSEMENT

22.01 – The City will reimburse up to twenty-five percent (25%) of the cost of tuition (but in any event no more than five hundred dollars (\$500.00) per year for any fire related or other educational courses as approved by the Fire Chief. The decision to approve or disapprove a course for tuition eligibility shall not be subject to the grievance procedure.

ARTICLE XXIII – SUBSTANCE ABUSE

23.01 – The parties agree that the Agreement may be reopened at any time after the first year by the City for purposes of negotiating the terms and conditions of a substance abuse policy. The Association agrees that random drug testing will be a component and that it will not object to the inclusion of random drug testing as a component of the final plan.

ARTICLE XXIV – AMENDMENTS AND SAVINGS CLAUSE

24.01 – This Agreement may not be amended, altered, or added to, except by the mutual consent of the parties in writing.

24.02 – If any article of this Agreement or any addenda thereto should be held invalid by operation of law or any tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and negotiations on the same subject matter shall be instituted to adjust such article.

ARTICLE XXV – DURATION

25.01 – This Agreement shall be effective on January 1, 2024 and shall remain in full force and effect to and including December 31, 2025 and shall be automatically renewed from year to year unless the party desiring to open negotiations submits in writing a request to negotiate said Agreement on or before July 1, 2025. Such notice shall specify to the other party the provisions of this Agreement that will be renegotiated.

Dated this ____ day of _____, 202_.

**LOCAL 877, INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS
AFL-CIO-CLC**

CITY OF WATERTOWN

APPENDIX "A"

**CITY OF WATERTOWN
AND
LOCAL 877 OF THE INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS AFL-CIO-CLC
FIREFIGHTER WAGE RATES**

Firefighter/EMT-B Effective January 1, 2024				
		Yearly Salary	56-Hour Rate	40-Hour Rate
FF Starting		\$ 53,695.95	\$ 18.44	\$ 25.82
Year 1		\$ 55,844.25	\$ 19.18	\$ 26.85
Year 2		\$ 58,077.60	\$ 19.94	\$ 27.92
Year 3		\$ 60,979.80	\$ 20.94	\$ 29.32
Year 4		\$ 68,818.05	\$ 23.63	\$ 33.09
Year 6		\$ 69,850.20	\$ 23.99	\$ 33.58
Year 8		\$ 73,725.75	\$ 25.32	\$ 35.45
LT. Starting		\$ 74,839.63	\$ 25.70	\$ 35.98
Year 1		\$ 75,962.09	\$ 26.09	\$ 36.52
Year 3		\$ 80,176.75	\$ 27.53	\$ 38.55

Firefighter/EMT-B Effective June 1, 2024				
		Yearly Salary	56-Hour Rate	40-Hour Rate
FF Starting		\$ 56,880.75	\$ 19.53	\$ 27.35
Year 1		\$ 59,136.46	\$ 20.31	\$ 28.43
Year 2		\$ 61,481.48	\$ 21.11	\$ 29.56
Year 3		\$ 64,528.79	\$ 22.16	\$ 31.02
Year 4		\$ 72,758.95	\$ 24.99	\$ 34.98
Year 6		\$ 73,842.71	\$ 25.36	\$ 35.50
Year 8		\$ 77,912.04	\$ 26.76	\$ 37.46
LT. Starting		\$ 79,081.61	\$ 27.16	\$ 38.02
Year 1		\$ 80,260.20	\$ 27.56	\$ 38.59
Year 3		\$ 84,685.59	\$ 29.08	\$ 40.71

Firefighter/EMT-B Effective January 1, 2025				
		Yearly Salary	56-Hour Rate	40-Hour Rate
FF Starting		\$ 59,724.78	\$ 20.51	\$ 28.71
Year 1		\$ 62,093.29	\$ 21.32	\$ 29.85
Year 2		\$ 64,555.55	\$ 22.17	\$ 31.04
Year 3		\$ 67,755.23	\$ 23.27	\$ 32.57
Year 4		\$ 76,396.90	\$ 26.24	\$ 36.73
Year 6		\$ 77,534.85	\$ 26.63	\$ 37.28
Year 8		\$ 81,807.64	\$ 28.09	\$ 39.33
LT. Starting		\$ 83,035.69	\$ 28.52	\$ 39.92
Year 1		\$ 84,273.21	\$ 28.94	\$ 40.52
Year 3		\$ 88,919.87	\$ 30.54	\$ 42.75

Firefighter/EMT-B Effective December 31, 2025				
		Yearly Salary	56-Hour Rate	40-Hour Rate
FF Starting		\$ 59,724.78	\$ 20.51	\$ 28.71
Year 1		\$ 62,093.29	\$ 21.32	\$ 29.85
Year 2		\$ 64,555.55	\$ 22.17	\$ 31.04
Year 3		\$ 67,755.23	\$ 23.27	\$ 32.57
Year 4		\$ 76,396.90	\$ 26.24	\$ 36.73
Year 6		\$ 77,534.85	\$ 26.63	\$ 37.28
Year 7		\$ 81,807.64	\$ 28.09	\$ 39.33
LT. Starting		\$ 83,035.69	\$ 28.52	\$ 39.92
Year 1		\$ 84,273.21	\$ 28.94	\$ 40.52
Year 3		\$ 88,919.87	\$ 30.54	\$ 42.75

Firefighter/Paramedic Effective January 1, 2024				
		Yearly Salary	56-Hour Rate	40-Hour Rate
FF Starting		\$ 56,112.00	\$ 19.27	\$ 26.98
Year 1		\$ 58,356.90	\$ 20.04	\$ 28.06
Year 2		\$ 60,691.05	\$ 20.84	\$ 29.18
Year 3		\$ 63,723.45	\$ 21.88	\$ 30.64
Year 4		\$ 71,914.50	\$ 24.70	\$ 34.57
Year 6		\$ 72,993.90	\$ 25.07	\$ 35.09
Year 8		\$ 77,043.75	\$ 26.46	\$ 37.04
LT. Starting		\$ 78,207.59	\$ 26.86	\$ 37.60
Year 1		\$ 79,380.55	\$ 27.26	\$ 38.16
Year 3		\$ 83,784.91	\$ 28.77	\$ 40.28

Firefighter/Paramedic Effective June 1, 2024				
		Yearly Salary	56-Hour Rate	40-Hour Rate
FF Starting		\$ 59,417.60	\$ 20.40	\$ 28.57
Year 1		\$ 61,774.75	\$ 21.21	\$ 29.70
Year 2		\$ 64,225.60	\$ 22.06	\$ 30.88
Year 3		\$ 67,409.62	\$ 23.15	\$ 32.41
Year 4		\$ 76,010.23	\$ 26.10	\$ 36.54
Year 6		\$ 77,143.60	\$ 26.49	\$ 37.09
Year 8		\$ 81,395.94	\$ 27.95	\$ 39.13
LT. Starting		\$ 82,617.97	\$ 28.37	\$ 39.72
Year 1		\$ 83,849.58	\$ 28.79	\$ 40.31
Year 3		\$ 88,474.16	\$ 30.38	\$ 42.54

Firefighter/Paramedic Effective January 1, 2025				
		Yearly Salary	56-Hour Rate	40-Hour Rate
FF Starting		\$ 62,388.48	\$ 21.42	\$ 29.99
Year 1		\$ 64,863.48	\$ 22.27	\$ 31.18
Year 2		\$ 67,436.88	\$ 23.16	\$ 32.42
Year 3		\$ 70,780.10	\$ 24.31	\$ 34.03
Year 4		\$ 79,810.74	\$ 27.41	\$ 38.37
Year 6		\$ 81,000.77	\$ 27.82	\$ 38.94
Year 8		\$ 85,465.73	\$ 29.35	\$ 41.09
LT. Starting		\$ 86,748.87	\$ 29.79	\$ 41.71
Year 1		\$ 88,042.06	\$ 30.23	\$ 42.33
Year 3		\$ 92,897.86	\$ 31.90	\$ 44.66

Firefighter/Paramedic Effective December 31, 2025				
		Yearly Salary	56-Hour Rate	40-Hour Rate
FF Starting		\$ 62,388.48	\$ 21.42	\$ 29.99
Year 1		\$ 64,863.48	\$ 22.27	\$ 31.18
Year 2		\$ 67,436.88	\$ 23.16	\$ 32.42
Year 3		\$ 70,780.10	\$ 24.31	\$ 34.03
Year 4		\$ 79,810.74	\$ 27.41	\$ 38.37
Year 6		\$ 81,000.77	\$ 27.82	\$ 38.94
Year 7		\$ 85,465.73	\$ 29.35	\$ 41.09
LT. Starting		\$ 86,748.87	\$ 29.79	\$ 41.71
Year 1		\$ 88,042.06	\$ 30.23	\$ 42.33
Year 3		\$ 92,897.86	\$ 31.90	\$ 44.66

2024-2025

AGREEMENT

Between
BETWEEN

CITY OF WATERTOWN

AND

**LOCAL 877 OF THE INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, AFL-CIO-CLC**

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AGREEMENT

PREAMBLE

This Agreement is made and entered into at Watertown, Wisconsin, by and between the City of Watertown, Municipal Employer, hereinafter referred to as “Employer”, and Local 877 of the International Association of Fire Fighters, AFL-CIO-CLC, hereinafter referred to as “Union”.

ARTICLE I – PURPOSE AND CONDITIONS OF AGREEMENT

1.01 – It is the purpose of this Agreement and the desire of both parties thereto to protect and promote the interests of the general public to whom the parties provide service, to maintain harmonious labor relations, to obtain a complete agreement covering wages, hours of work and conditions of employment, to provide for the well-being of the employees and to allow the Employer to operate and manage its affairs.

1.02 – This Agreement constitutes an entire agreement between the parties and no verbal statement shall supersede any of its provisions.

1.03 – The term “employee” or “employees” shall refer to a full-time employee or full-time employees whenever used, unless specifically provided otherwise.

1.04 – The terms and conditions of this Agreement shall supersede ordinances and resolutions wherein there is a conflict with this Agreement.

ARTICLE II – RECOGNITION

2.01 – Pursuant to the provisions of Chapter 111.70 of the Wisconsin Statutes, the Employer recognizes the Union as the exclusive bargaining agent for all full-time employees of the Fire Department, except supervisory, confidential, managerial, or executive employees and clerical employees.

ARTICLE III – MANAGEMENT RIGHTS

3.01 – The Union recognizes the prerogatives of the Employer to operate and manage its affairs in all respects in accordance with its responsibility and in the manner provided by law, and the powers or authority which the Employer has not specifically abridged, delegated, or modified by other provisions of this Agreement are retained as the exclusive prerogatives of the Employer. Such powers and authority, in general, include, but are not limited to the following:

- a) To determine its general business practices and policies, including the purchase and utilization of equipment.

- b) To manage and direct the employees of the Employer, to make assignments of jobs, to determine the size and composition of the work force, to train or retrain employees, to establish standards of job performance, to determine and schedule the work to be performed by the work force and each employee, and to determine the competence and qualifications of the employees.
- c) To determine the methods, means and personnel by which and the location where the operations of the Employer are to be conducted.
- d) To take whatever action may be necessary in situations of emergency.
- e) To utilize part-time employees when deemed necessary.
- f) To hire, promote and transfer and lay off employees and to make assignments and promotions to supervisory positions.
- g) To suspend, demote, discipline or discharge employees pursuant to § 62.13, Wis. Stats.
- h) To create new positions or departments; to introduce new or improved operations or work practices; to terminate or modify existing positions, departments, operations or work practices; and to consolidate existing positions, departments or operations.
- i) To make and alter rules and regulations for the conduct of its business and of its employees. The reasonableness of any new or revised rule is subject to the grievance procedure.

3.02 – Both parties agree that every incidental duty connected with the operation of the Fire Department is not always specifically described. Nevertheless, it is intended that all such duties shall be performed as directed by the Chief or their representative. But it is recognized that the primary mission is the protection of life and property.

ARTICLE IV – UNION ACTIVITY

4.01 – No Union meeting shall be attended by employees while on duty and no Union business shall be conducted by employees while on duty except as follows:

- a) The Union shall be allowed to hold a membership meeting once a month at the Watertown Fire Station, provided that the time and place in the station ~~off~~for such meetings shall be subject to the approval of the Chief. Special meetings may be held with the prior written permission of the Chief. Any employee on duty who attends such meetings shall be subject to call during the meetings.
- b) Processing grievances as provided in Article ~~XVII~~XVIII.

- c) One member of the Union's Bargaining Committee who is on duty at a time when a contract negotiation session is scheduled shall be allowed time off without loss of pay to attend such session. Such employee, however, shall be subject to call during such session.
- d) Routine Union business may be engaged in by a Union officer, such as posting notices on the kitchen bulletin board, provided that prior notification is given to the Chief or their representative by such officer, the amount of time involved is reasonable and such business does not disrupt the normal operations of the Fire Department.

4.02 - Off duty or non-employee representatives of the Union having business with the officers or individual employees on duty may confer with such officers or employees during the course of the workday for a reasonable amount of time, provided they have obtained prior approval from the Chief or their representative.

4.03 – The Union shall furnish the Employer with a list of the names of its officers or other designated representatives and shall keep such list current.

4.04 – Union time trades shall be utilized to allow a ~~union~~Union member off duty to conduct official Union business. The Union will pay the member working the trade instead of receiving time off.

- a) Union time trades must be initiated by the president or vice president. A memo outlining the details, and request of ~~union~~Union time trade shall be submitted with normal time off request forms.
- b) A Union time trade cannot be approved if under any circumstance such trade would cause overtime or any additional payment of any kind to employees by the City.
- c) Union time trades must be approved by the Fire Chief or their designee. Union time trades shall be approved/denied no more than five (5) working days after the request is submitted.
- d) Once a Union time trade is approved by the Chief or their designee it cannot be cancelled for any reason.

ARTICLE V – ~~HOURS OF WORK~~FIRE INSPECTOR

55.01 – FIRE INSPECTOR. The City may designate up to six (6) firefighters to conduct fire inspections. The designation will be made by seniority, with the offer first made to the most senior members of the bargaining unit. Where Fire Inspector staffing considerations require, the City may pass over a senior firefighter. Each individual appointed to serve as a Fire Inspector shall have their annual salary increased by six hundred dollars (\$600.00) each year. Employees who cease serving as Fire Inspectors shall be subject to a prorated rate reduction.

Inspections shall be conducted during the firefighter's normal duty day, except where, in the Chief's judgment, need requires assignment of fire inspection activity on Saturday afternoons between 1:00 p.m. and 4:30 p.m.

ARTICLE VI – HOURS OF WORK

6.01 – The work period for all employees shall be twenty-seven (27) days.

56.02 – Firefighting employees will work a normal work cycle of one 24-hour tour of duty followed by one 24-hour off period, followed by one 24-hour tour of duty, followed by one 24-hour off period, followed by one 24-hour tour of duty, followed by four 24-hour off periods. The normal starting time for a tour of duty will be 7:00 a.m.

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6.03 – Trading tours of duty will be permitted with the prior consent and approval of the Fire Chief or the officer in charge. Requests for such trades shall be in writing and shall specify the employees involved in the trade, the reason for the trade, the date the trade will be made and the date the trade will be repaid. All trades must be repaid within twelve (12) calendar months. The Chief will act on all trades no later than thirty (30) days prior to the first trade date. All trades will be made in compliance with the Fair Labor Standards Act and rules and regulations enacted there under, if applicable, but in no event will any such trade be permitted if such would subject the Employer to overtime or any additional payments. This section shall be administered in a reasonable and non-discriminatory manner.

56.04 – Employees will receive a paid leave of absence for time spent in jury duty service plus reasonable travel time to and from the courthouse, provided such jury duty occurs during regularly scheduled work hours. Any jury duty pay, exclusive of mileage, received shall be turned over to the City. Employees will return to work immediately upon being released for the day by the court.

56.05 – The normal duty day for ~~fire fighters~~firefighters shall be 8:00 a.m. to 11:30 a.m. and 1:00 p.m. to 4:30 p.m., Monday through Friday, and 8:00 a.m. to 11:30 a.m. Saturdays, excluding holidays. The duty day hours are not applicable to any emergency duties or work necessitated by unusual circumstances, including, but not limited to, the giving of tours.

56.06 - Employees assigned to a 24-hour shift schedule may be transferred to a 40-hour work week temporary assignment, which may be due to restricted duty, light duty assignments, temporary voluntary assignment, or new hire orientation, at the discretion of the Fire Chief and based upon the availability of work. The Chief can terminate the 40-hour work week at any time and return the employee to full duty.

Normal work hours will be Monday through Friday ~~0800-1630~~8:00 a.m. to 4:30 p.m., with lunch from ~~1130-1300~~11:30 a.m. to 1:00 p.m. The employee shall have off all holidays as do other 40 ~~hr.~~hour work week staff and paid for said holidays. The schedule may be adjusted with prior approval from the Fire Chief.

Employees on a 40-hour work week shall not count toward daily staffing.

Employees on a 40-hour work week shall be allowed to take vacation hours regardless of the number of personnel already on vacation.

An employee on a 40-hour work week until their return to full duty, will be allowed one calendar day (~~24hrs~~24 hours) prior to the return to shift off with no reduction in pay.

When an employee is assigned to a 40-hour work week they shall be paid the same annual salary they were receiving on regular duty.

6.07 – Fire Department Management may assign training to be performed outside of normal duty day hours defined in Section 6.05, provided firefighters are provided time off at a future date at the rate of one (1) hour off for one (1) hour of training performed outside the normal duty day hours. Fire Department Management will make every effort to make this assignment occur within sixty (60) days from the after-hours training event. Under no circumstances will a pre-scheduled event be cancelled to allow for time off. Assigned time off will be done according to the shift that was working the day the after-hours training occurred, not the actual personnel. Therefore, the use of vacation time, sick time or time trades will in no way affect the assigned date and time off. Fire Department responses for service will in no way affect the assigned date and time off.

ARTICLE ~~VIVII~~ – OVERTIME

67.01 – All hours an employee is required by the Chief or their representative to work for any reason, including mandatory training, in excess of their normal work cycle or normal ~~workweek~~work week will be considered as overtime hours. Employees will be paid for overtime hours at the rate of time and one-half (1-1/2).

67.02 – Such overtime pay shall be computed on a quarter hour basis and any portion thereof. Employees called back to work outside their assigned duty hours shall receive a minimum of two (2) hours pay at time and one-half (1-1/2), provided, however, that such minimum shall not apply to hours worked consecutively prior to or subsequent to their assigned duty hours or to hours involved in training.

67.03 – Overtime to fill shifts (hire-back) will be offered to all ~~union~~Union members first based on seniority and qualifications. In the event ~~union~~Union members do not fill the shifts then non-~~union~~Union members will be offered overtime.

ARTICLE ~~VHVIII~~ – VACATION AND HOLIDAYS

78.01 – VacationsVACATIONS.

- a) Firefighting employees shall be entitled to annual vacations based on length of continuous service as provided in this Article.
- b) On January 1 of every year, each firefighting employee with at least twelve (12) months of service shall be deemed to have earned vacation awarded on that day based on the length of continuous service as specified in Section 78.03 infra. Any firefighting employee who during the course of the year reaches a new threshold for vacation award based on continuous service shall receive one (1) additional day of vacation awarded and earned on their anniversary date for that year. Firefighting employees may schedule their additional day of earned vacation at the same time as all other vacation days are scheduled provided the additional day is scheduled after their anniversary date for that year.
- c) Firefighting employees may not use unearned vacation time.
- d) Vacation schedules, including the number of employees who are able to be on vacation at the same time, shall be approved by the Chief or their representatives. Vacations shall be drawn according to seniority and employees outside the bargaining unit may, at the discretion of the Chief, be included in such draw.
- e) Vacations must be taken within the calendar year, or they shall be considered lost. For purposes of this Section, a vacation period which starts within the calendar year but extends beyond such year shall be considered as taken within the calendar year.
- f) Continuous service shall not include any period of layoff or unpaid leave of absence, except military leave if required by law, where such layoff or leave exceeds thirty (30) consecutive calendar days.
- g) In the event a firefighting employee separates from their employment with the City for any reason, said employee shall not be required to repay or reimburse any used vacation time. Furthermore, the City shall pay any earned and unused vacation time out to the firefighting employee at their current rate of pay on the final pay check.
- h) New Hires – Beginning January 1, 2022
 - 1) New Hires shall receive no vacation hours from their start date until the end of the calendar year in which they were hired.
 - 2) On January 1 of the year following the year in which the New Hire began working full-time at the Watertown Fire Department, the New Hire will earn .5 days of vacation per two-week period from their date of hire to December 31, of the year they were hired.
 - 3) While vacation time provided in subparagraph 2 will be deemed earned on January 1, of the year following the year in which the New Hire began full-time

employment, a New Hire shall not be eligible to use or be paid out vacation days upon separation until completion of their probationary period.

- 4) On January 1 of the year following the end of a New Hire's probation period, the individual shall begin earning vacation consistent with Article 78.01(b) supra.

78.02 – ~~Holidays~~HOLIDAYS.

- a) Employees shall be entitled to the following holidays:

New Year's Day	<u>Patriot's Day (9-11)</u>
<u>Good Friday</u>	Thanksgiving Day
<u>Good Friday</u>	Day after Thanksgiving Day
<u>Memorial Day</u>	<u>Christmas Eve</u>
<u>Memorial Day</u>	Christmas <u>Day</u> <u>Eve</u>
Independence Day	<u>Christmas Day</u>
Labor Day	<u>Christmas Day</u>
<u>Veterans Day</u>	New Year's Eve

- b) Each firefighting employee shall be entitled to one hundred twenty (120)~~forty-four (144)~~ work hours off per year in lieu of time off on the above holidays. Scheduling of holiday ~~off~~ time shall be approved by the Chief or their representative.

78.03 – During the term of this Agreement, firefighting employees will be granted the following amount of time off for vacation and holiday off time combined:

- a) Employees with twelve (12) months of continuous service;

- ~~(i) 12 – 24 hour workdays~~
- (i) 13 – 24-hour workdays

- b) Employees with five (5) years of continuous service;

- ~~(ii)(i) 13 – 24 hour workdays~~
- e) Employees with five (7) years of continuous service;

- (i) 14 – 24-hour workdays

- c) Employees with seven (7) years of continuous service;

- (i) 15 – 24-hour workdays

- d) Employees with eleven (11) years of continuous service;

- ~~(i) 15 – 24 hour workdays~~

e) ~~Employees with fourteen (14) years of continuous service;~~

(i) 16 – 24-hour workdays

e) Employees with fourteen (14) years of continuous service;

(i) 17 – 24-hour workdays

f) Employees with seventeen (17) years of continuous service;

(i) 18 – 24-hour workdays

~~(i) 17 – 24-hour workdays~~

g) Employees with nineteen (19) years of continuous service;

(i) 19 – 24-hour workdays

~~(i) 18 – 24-hour workdays~~

h) Employees with twenty-one (21) years of continuous service;

~~(i) 19 – 24-hour workdays~~

(i) 20 – 24-hour workdays

ARTICLE ~~VIII~~IX – SICK LEAVE

89.01 – Firefighting employees who have been continuously employed by the Employer for a period of at least six (6) months shall be entitled to sick leave with pay on the basis of twenty-four (24) hours for each calendar month of full-time service. Although such new employees are unable to use sick leave during their first six (6) months, they will accrue sick leave on the above basis during such period. Unused sick leave may ~~be accumulated~~ accumulate to a total of not more than 1,440 hours.

89.02 – An employee on sick leave shall be required, on request, to file with the Chief or their representative, a written report upon their return to duty, on a form furnished by the Employer, stating their length of absence from duty and the nature and effect of their illness or injury.

89.03 – To be eligible for paid sick leave, an employee must:

- a) Whenever possible, report their illness or injury to the officer in charge one (1) hour before their tour of duty, provided, however, that in cases of known extended illness or injury, the employee will periodically notify the Chief of their progress.

- b) File with the Chief or their representative on return to duty, a physician's statement to the effect that they were unable to perform the duties of their position, specifying the cause, where such absence is for three (3) or more consecutive tours of duty. For good cause, the Chief may request such physician's certificate for absence of lesser duration.

89.04-

- a) Sick leave shall include absences from duty on a scheduled workday because of an employee's illness or injury or exposure to contagious disease or, upon proper notice to the Chief or their representative, because of serious injury, illness, or emergency in the employee's immediate family, i.e., parent, child or spouse. Sick leave may be taken on an hourly basis but will be charged in fifteen (15) minute increments.
- b) In the event an employee calls in sick in the morning and tells the officer in charge they are attempting to see a doctor, the employee may come back to work at any time, if the doctor approves their returning to work. In the event an employee calls in sick in the morning and does not tell the officer in charge that they are attempting to see a doctor or does not consult a doctor, and such employee feels better later and desires to return to duty during that shift, such employee will not be permitted to return to duty until at least the first eight (8) hours of that shift have elapsed.

89.05-

- a) —In the event of a death in the family, employees shall receive paid funeral leave in—— the following amounts for absences from regularly scheduled work up to and including the day of the funeral:
- b) No more than seventy-two (72) hours in the event of the death of a parent, stepparent, child, stepchild, or spouse.
- c) No more than forty-eight (48) hours in the event of the death of a mother-in-law, father-in-law, brother or sister or stepsibling.
- d) No more than twenty-four (24) hours in the event of the death of a brother-in-law, sister-in-law, daughter-in-law, son-in-law or grandparent, grandchild, or step-grandchild of the employee or the employee's spouse, provided that the funeral occurs on a day when the employee is scheduled to work.

89.06 – In the event an employee does not have sufficient paid sick leave to cover the illness or injury of the employee or in the event an employee requires additional funeral leave in excess of that provided for in Section 8.049.05, an employee may, at the discretion of the Fire

Chief, be allowed up to three (3), twenty-four (24) hour workdays as leave of absence without pay in any calendar year for such purposes. Leaves of absence without pay for such purposes in excess of three (3), twenty-four (24) or eight (8) hour workdays, as the case may be, in any calendar year, may be allowed, provided, however, that prior approval must be given by the Common Council. Paid sick leave shall not accrue during any such unpaid leave of absence in excess of thirty (30) consecutive calendar days.

89.07 – Emergency Leave ~~EMERGENCY LEAVE.~~

Emergency Leave is defined as when an employee is allowed to leave their duty assignment and be paid out of their sick leave balance.

Emergency Leave will be charged in fifteen (15 ~~min-~~) minute increments from the employee's sick leave balance.

To obtain Emergency Leave, the employee must obtain permission from the shift commander or in their absence the Fire Chief. The employee must clearly and completely explain the circumstances regarding the situation including the approximate length of time needed during their request for Emergency Leave.

No Emergency Leave will be granted if it will cause overtime for the City. Emergency Leave is not applicable to absences for serious injury or illness in the employee's immediate family consisting of a parent, child, or spouse. Those absences are provided for under Section 89.04(a) of the Agreement.

Permission may be granted on a case-by-case basis. Denial of permission shall not be subject to the grievance procedure.

ARTICLE ~~IXX~~ – WORKER'S COMPENSATION

910.01 – If an employee is injured while performing work for the City and is receiving Worker's Compensation payments for temporary-partial or temporary-total disability, they shall receive the difference between their regular salary and their Worker's Compensation payments during their period of disability, or a period of ninety (90) calendar days from the date of the initial injury, whichever is less. If the employee is unable to return to work after the expiration of ninety (90) calendar days, their department head may request the Common Council to extend those payments for just cause. Payments under this Section shall not be deducted from accumulated sick leave. The provisions of this Article shall not apply to new employees during their initial probationary period.

910.02 – Any employee receiving or who has received the difference between their Worker Compensation benefits and their regular salary pursuant to Section 910.01 who recovers damages against a third party arising out of the compensable injury, shall reimburse the City to the extent

said damages equal or exceed the payments under Section 910.01. In no event shall the City's recovery under this Section exceed the payments made under Section 910.01.

ARTICLE XXI – SALARIES

1011.01 – Salaries shall be paid as listed on Appendix “A” on a bi-weekly basis. Appendix “A”, in its entirety, is attached hereto and made a part hereof. It is the intent of the parties that a Paramedic shall be paid at a 4.5% premium as compared to the equivalent step for an EMT-B. The parties also recognize and intend for an EMT-A to be paid at a 1.85% premium as compared to the equivalent step as an EMT-B. It is the intent of the parties to provide a 3.75% premium to the current step or top firefighter base for a Fire Mechanic.

ARTICLE XIXII – LONGEVITY

1112.01 – Employees shall receive, in addition to their salaries, the following annual amounts which shall be payable bi-weekly on a prorated basis or annually on a separate check:

After eight (8) years of continuous service with the Employer	\$175.50
After twelve (12) years of continuous service with the Employer	\$351.00
After sixteen (16) years of continuous service with the Employer	\$526.50

Employees shall designate prior to the start of the calendar year whether the longevity payment will be paid pro rata or in a lump sum and such designation may not be changed.

1112.02 – Continuous service shall not include any period of layoff or unpaid leave of absence, except military leave if required by law, where such layoff or leave exceeds thirty (30) consecutive calendar days.

ARTICLE XIXXIII – PENSION

1213.01 – Employees shall be covered under the State of Wisconsin Retirement Fund in accordance with Subsection 1 of Chapter 40 of the Wisconsin Statutes. Effective January 1, 2015 employees shall pay the full cost of the employee's WRS contribution, which for public safety employees is statutorily defined as one-half of the WRS actuarially required contribution rate for general municipal employees, as adjusted each year by the Department of Employee Trust Funds.

ARTICLE XIXXIV – INSURANCE

1314.01 – The City will pay ninety percent (90%%) of the cost of the lowest cost State Health Insurance Plan offered in Jefferson County toward any offered plan and the employee will pay the balance of the premium for the plan selected.

1314.02 – Retirees may continue coverage under a group plan in force at that time, at retirees' own expense, providing insurance carrier accepts them, the retiree to pay two (2) months' premium in advance.

1314.03 – For any employee who retires at age 50, or at any time thereafter during the calendar year in which they becomes 50 years of age, the City will establish a health insurance premium account for such employee in an amount equal to \$60.00 per day for each day of accumulated unused sick leave (for firefighting employees \$60.00 for each 12 hours of accumulated sick leave) remaining in such employee's sick leave account as of their date of retirement up to a maximum of ~~Seven Thousand Two Hundred Dollars~~seven thousand two hundred dollars (\$7,200.00). Such premium account shall be used only for the purpose of making future payments of premiums toward the City's group health insurance program on behalf of such retired employee, provided such retired employee is a participant in the City's group health insurance program for active employees as provided in Section ~~13.02~~14.01 above. Payments of such premiums from said premium account will be on the basis of one-half the premium cost per month and coordinated with the retired employee's own payment for the other half of the premium cost paid two (2) months in advance as provided in Section ~~13.02~~14.01 above, until such premium account is deleted, or the retired employee is no longer a participant in the City's group health insurance program for active employees. Any employee who does not retire between age 50 and 58 or at any time thereafter during the calendar year in which they became 58 years of age, shall not be eligible for this health insurance premium account, unless the employee's continued employment is at the request of the City. An employee eligible under this paragraph may to the extent permitted by law, as an alternative to the above-described payment, take a one-time cash payout equal to the amount the City would otherwise designate for the health insurance premium account.

1314.04 – The City shall provide term life insurance coverage for each employee in an amount equal to the employee's base annual salary.

1314.05 – ~~Dental Insurance~~DENTAL INSURANCE. The City agrees to pay ninety percent (90%) of the quoted rate or \$29.31 whichever is less, towards the cost of single or family dental coverage under the plan currently available to City employees.

1314.06 – The City will implement a Section 125 plan which provides for reimbursement for dependent care and health care expenses as permitted by the Internal Revenue Code. The City will pay the administrative costs for this plan. Employees may elect to reduce their wages by making contributions to the Section 125 plan to the extent permitted by law. At the end of the plan year, any unused funds remaining in the Section 125 plan shall first be used to reimburse the City for the costs associated with administering the Section 125 plan. If any funds remain in the plan after administrative costs are reimbursed, the City will contribute an amount representing that balance to a recognized charity selected by the Union.

ARTICLE ~~XIV~~XV – UNIFORM ALLOWANCE

1415.01 – During the term of the Agreement, the City will provide employees ~~a-Eight Hundred Dollar~~with an eight-hundred-dollar (\$800.00) clothing allowance annually to cover all uniform costs other than turn-out gear, helmets, and boots. The allowance will be paid in a separate check on or before February 15th of each year. Newly hired employees will receive a prorated amount. Additionally, the City will provide each ~~new hire~~New Hire with a badge, patches, name tags, EMS jackets, turn-out gear, helmet, and boots.

<u>New Hire Prorated Amounts</u>	
January-February	\$800
March-May	\$600
June-August	\$400
September-December	\$300

ARTICLE ~~XXVI~~ – RESIDENCY REQUIREMENT

1516.01 – No residency requirements.

ARTICLE ~~XVIXVII~~ – SENIORITY

1617.01 – Seniority is defined as the status attained by length of continuous full-time service of an employee in the Fire Department beginning with the latest date of hire.

1617.02 – New employees shall not attain any seniority until they have completed their probationary period. Following a successful completion of their probationary period, the new employee’s seniority shall be retroactive to their date of hire.

1617.03 – A new employee shall be on probation for the first one (1) year of their employment. Such status may be lengthened by the Chief or their representative up to an additional six (6) months. New employees may be terminated at any time during their probationary period ~~in at~~ the sole discretion of the Chief without recourse to the grievance procedure. Employees promoted to a new position shall serve a one (1) year probationary period in such new position.

1617.04 – Seniority shall not accrue for any period of layoff or during any period of unpaid leave of absence, except military leave if required by law, where such layoff or leave exceeds thirty (30) consecutive calendar days.

1617.05 – Employees shall lose their seniority and the employment relationship shall be terminated for any of the following reasons:

- a) Discharge.
- b) Resignation.

- c) Retirement.
- d) Unexcused failure to return to work after the expiration of a leave of absence or period for which Worker's Compensation was paid or failing to report to the Employer of their intent to return to work within ten (10) consecutive calendar days after notice of recall from layoff.
- i) On layoff for a continuous period of time equivalent to twenty-four (24) calendar months.

~~1617.06~~ – LATERAL TRANSFERS.

Lateral transfers allow for the opportunity to attract new members in a competitive employment market and simply to attract better candidates that may be interested in joining our organization for mutual benefits.

Lateral transfers will be required to have the same qualifications and follow the same application process as all new hires,

For purposes of this ~~section~~Section, lateral transfers shall be defined as a Firefighter/EMT/Paramedic who have served on another ~~fire department~~Fire Department with a minimum of at least two (2) years of full-time service.

Lateral transfers shall be evaluated for prior experience to determine pay rate. The Union shall make a recommendation for determination within two (2) business days. Human Resources in consultation with the Fire Chief shall have the final determination for placement on the Local 877 CBA wage scale.

Despite potentially higher pay, lateral transfer members will be placed on the seniority schedule as their date of hire with the City of Watertown, for picking time off and promotion.

Lateral transfers will also utilize their date of hire with the City of Watertown for all retirement and post-retirement benefits.

ARTICLE ~~XVIII~~XVIII – GRIEVANCE PROCEDURE

1718.01 – The grievance procedure provided for in this Article shall apply only to grievances involving the interpretation or application of a specific provision of this Agreement. Time limits set forth herein shall be exclusive of Saturdays, Sundays, and holidays. Grievances required to be in writing shall state the specific provision or provisions of this Agreement involved. Suspensions, demotions, and discharges shall be processed under Section 62.13, Wisconsin Statutes.

1718.02 – Both the Union and the Employer recognize that grievances and complaints shall be settled promptly and at the earliest possible stage, and, therefore, agree that the grievance processes must be initiated within fifteen (15) days of the incident. Any grievances not reported or filed within such fifteen (15) day period shall be invalid. The procedure for the adjustment of the grievance is as follows:

Step 1 – Grievances shall be presented to the Chief in writing. The Chief may confer with the aggrieved employee and the Union before making their determination. Such decision shall be reduced to writing and submitted to the aggrieved employee and the Union within five (5) days of their receipt of the grievance.

Step 2 – The grievance shall be considered settled in Step 1 above unless, within ten (10) days from the date of receipt of the Chief's answer or last date due, the aggrieved employee and the Union shall request in writing to the Mayor that the dispute be submitted to the Finance Committee of the Common Council. The Finance Committee shall confer with the aggrieved employee and the Union before making its decision and shall submit its written decision to the aggrieved employee and the Union within twenty (20) days from receipt of the grievance by the Mayor.

Step 3 – The grievance shall be considered settled in Step 2 above unless, within ten (10) days from the date of receipt of the Finance Committee's decision or last date due, the aggrieved employee and the Union shall notify the Mayor in writing that the matter is to be submitted to arbitration and shall request the Wisconsin Employment Relations Commission to submit a list of five (5) names of arbitrators.

1718.03 – In selecting the arbitrator, each party shall alternately strike two (2) names from the list submitted by the Wisconsin Employment Relations Commission. The name remaining shall be the arbitrator.

1718.04 – Each party shall share equally in the cost of the arbitrator. Each party, however, shall bear its own costs for witnesses and all other out-of-pocket expenses, including possible attorneys' fees.

1718.05 – Upon completion of review and hearing, the arbitrator shall render a written decision as soon as possible to both the Employer and the Union which shall be final and binding upon both parties. In making their decision, the arbitrator shall neither add to, detract from nor modify the language of this Agreement. The arbitrator shall have no authority to grant wage increases or wage decreases. The arbitrator shall expressly confine themselves to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue not so submitted to them or to submit observations or declarations of opinion which are not directly essential in reaching the determination.

1718.06 – Time limits provided for in this Article may be extended by mutual consent of the parties.

1718.07 – The Employer shall allow one (1) Union officer or representative and the grievant, who may be on duty, time to process grievances, including attendance at any meeting or hearing, during the course of the duty day, provided that such officer or representative and the grievant give prior notification of such activity to the Chief or their representative, the amount of time involved is reasonable and such activity does not disrupt the normal operations of the Fire Department.

ARTICLE ~~XVIII~~XIX – NO STRIKE

1819.01 – The Union agrees not to strike or engage in other concerted activity such as slowdowns, engaging in mass sick calls, or in any other manner impeding the full working efficiency of the Fire Department.

1819.02 – The Union shall neither cause nor counsel any or all of its members to engage in the acts prohibited in Section **1819.01**.

1819.03 – In the event of any strike, slowdown, mass sick call, interruption of work or interference of operations of the Fire Department prohibited in this Article, the Employer shall notify the Union thereof and the Union shall immediately give notice to the employees involved that they are in violation of this Agreement and shall end such activity immediately.

ARTICLE ~~XIX~~XX – DUES DEDUCTION

1920.01 – Membership in the Union is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. The Union shall not exert pressure on or discriminate against an employee as regards such matters. No employee will be denied membership because of race, color, creed or sex and this Article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this Article whenever the Commission finds that the Union has denied an employee membership because of race, color, creed, or sex.

1920.02 – The Union will represent all of the employees in the bargaining unit, members and non-members.

1920.03 – The Employer agrees that it will deduct monthly from the earnings of all employees who are in the bargaining unit the dues certified by the Union, provided, however, that the employees have provided the City a written dues deduction authorization forms authorizing the City to deduct the dues from the employees' paychecks. With respect to new employees, such deduction shall commence with the month immediately following the month such employee completes their probationary period unless such employee becomes a member of the Union prior thereto and in that case such deductions will commence with the month immediately following

receipt of notice by the Employer of their Union membership and the written dues deduction authorization form.

1920.04 – The Employer shall pay any amounts deducted pursuant to Section ~~19.02~~20.03 above to the Treasurer of the Union on or before the end of the month in which the deductions are made.

1920.05 – The Employer shall not be required to submit any amounts to the Union under this Article for employees otherwise covered who are on layoff, leave of absence or other status in which they receive no pay for the pay period normally used by the Employer to make such deductions.

1920.06 – The Employer shall not be liable to the Union, employee, or any party by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual dues made from employee wages earned. The Union shall defend, indemnify, and save the Employer harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that may arise out of or by reason of action taken by the Employer under this Article.

1920.07 – In the event the Union violates any of the provisions of Article ~~XVIII~~XIX, the provisions of this Article shall be immediately terminated and no similar provisions or any form of dues deduction provisions shall be effective for the balance of this ~~Contract~~Agreement.

ARTICLE ~~XXXX~~XI – OUT OF CLASS PAY

2021.01 ~~Acting Officer Pay~~ - ACTING OFFICER PAY.

When an employee is assigned by the City as an Acting Lieutenant they shall receive ~~three percent (3%)~~three percent (3%) above their current pay rate for all hours worked in the capacity as Acting Lieutenant. The rate increases are limited to on-duty shift personnel.

When a Lieutenant is assigned by the City as an Acting Battalion Chief, they shall receive ~~3%~~three percent (3%) above their current pay rate for all hours worked in the capacity as Acting Battalion Chief. The rate increases are limited to on-duty shift personnel.

~~20.02 Selection of Acting Lieutenant~~

21.02 - SELECTION OF ACTING LIEUTENANT.

The City shall select employees to serve as Acting Lieutenant from the list of employees who have passed the most recently administered Lieutenant eligibility examination.

2021.03 ~~Preceptor Pay~~ - PRECEPTOR PAY.

The field training of paramedic students will be conducted by preceptors who wish to volunteer for this duty. If no members of the Watertown Fire Fighters Local 877 wish to volunteer for this duty someone will be chosen and paid accordingly.

Preceptor pay for instructing paramedic students on the ambulance shall be paid at a rate of ~~\$two~~ dollars (\$2.00) per hour.

This rate shall be divided evenly between the members assigned to the ambulance for the time period of the paramedic student ride time.

In the event of a capstone student, a qualified approved capstone instructor shall be assigned as the preceptor for the shift and will receive the full preceptor pay.

ARTICLE ~~XXIX~~XXII – TUITION REIMBURSEMENT

~~2122.01~~ 2322.01 – The City will reimburse up to twenty-five percent (25%) of the cost of tuition (but in any event no more than five hundred dollars (\$500.00) per year) for any fire related or other educational courses as approved by the Fire Chief. The decision to approve or disapprove a course for tuition eligibility shall not be subject to the grievance procedure.

ARTICLE ~~XXH~~XXIII – SUBSTANCE ABUSE

~~2223.01~~ 2323.01 – The parties agree that the ~~Contract~~Agreement may be reopened at any time after the first year by the City for purposes of negotiating the terms and conditions of a substance abuse policy. The Association agrees that random drug testing will be a component and that it will not object to the inclusion of random drug testing as a component of the final plan.

ARTICLE ~~XXH~~XXIV – AMENDMENTS AND SAVINGS CLAUSE

~~2324.01~~ 2324.01 – This Agreement may not be amended, altered, or added to, except by the mutual consent of the parties in writing.

~~2324.02~~ 2324.02 – If any article of this Agreement or any addenda thereto should be held invalid by operation of law or any tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and negotiations on the same subject matter shall be instituted to adjust such article.

ARTICLE ~~XXIV~~XXV – DURATION

2425.01 – This Agreement shall be effective on January 1, 2024 and shall remain in full force and effect to and including December 31, 2025 and shall be automatically renewed from year to year unless the party desiring to open negotiations submits in writing a request to negotiate said Agreement on or before July 1, 2025. Such notice shall specify to the other party the provisions of this Agreement that will be renegotiated.

Dated this ____ day of _____, 202_.

**LOCAL 877, INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS
AFL-CIO-CLC**

CITY OF WATERTOWN

APPENDIX "A"

**CITY OF WATERTOWN
AND
LOCAL 877 OF THE INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS AFL-CIO-CLC**

FIREFIGHTER WAGE RATES

Firefighter/EMT-B Effective January 1, 2024				
		Yearly Salary	56-Hour Rate	40-Hour Rate
FF Starting		\$ 53,695.95	\$ 18.4395	\$ 25.8154
	Year 1	\$ 55,844.25	\$ 19.1773	\$ 26.8482
	Year 2	\$ 58,077.60	\$ 19.9442	\$ 27.9219
	Year 3	\$ 60,979.80	\$ 20.9409	\$ 29.3172
	Year 4	\$ 68,818.05	\$ 23.6326	\$ 33.0856
	Year 6	\$ 69,850.20	\$ 23.9870	\$ 33.5818
	Year 8	\$ 73,725.75	\$ 25.3179	\$ 35.4451
LT. Starting		\$ 74,839.63	\$ 25.7004	\$ 35.9806
	Year 1	\$ 75,962.09	\$ 26.0859	\$ 36.5202
	Year 3	\$ 80,176.75	\$ 27.5332	\$ 38.5465

Firefighter/EMT-B Effective June 1, 2024

		Yearly Salary	56-Hour Rate	40-Hour Rate
FF Starting		\$ 56,880.75	\$ 19.5332	\$ 27.3465
	Year 1	\$ 59,136.46	\$ 20.3079	\$ 28.4310
	Year 2	\$ 61,481.48	\$ 21.1131	\$ 29.5584
	Year 3	\$ 64,528.79	\$ 22.1596	\$ 31.0235
	Year 4	\$ 72,758.95	\$ 24.9859	\$ 34.9803
	Year 6	\$ 73,842.71	\$ 25.3581	\$ 35.5013
	Year 8	\$ 77,912.04	\$ 26.7555	\$ 37.4577
LT. Starting		\$ 79,081.61	\$ 27.1571	\$ 38.0200
	Year 1	\$ 80,260.20	\$ 27.5619	\$ 38.5866
	Year 3	\$ 84,685.59	\$ 29.0816	\$ 40.7142

Firefighter/EMT-B Effective January 1, 2025

		Yearly Salary	56-Hour Rate	40-Hour Rate
FF Starting		\$ 59,724.78	\$ 20.5099	\$ 28.7138
	Year 1	\$ 62,093.29	\$ 21.3232	\$ 29.8525
	Year 2	\$ 64,555.55	\$ 22.1688	\$ 31.0363
	Year 3	\$ 67,755.23	\$ 23.2676	\$ 32.5746
	Year 4	\$ 76,396.90	\$ 26.2352	\$ 36.7293
	Year 6	\$ 77,534.85	\$ 26.6260	\$ 37.2764
	Year 8	\$ 81,807.64	\$ 28.0933	\$ 39.3306
LT. Starting		\$ 83,035.69	\$ 28.5150	\$ 39.9210
	Year 1	\$ 84,273.21	\$ 28.9400	\$ 40.5160
	Year 3	\$ 88,919.87	\$ 30.5357	\$ 42.7499

Firefighter/EMT-B Effective December 31, 2025

		Yearly Salary	56-Hour Rate	40-Hour Rate
FF Starting		\$ 59,724.78	\$ 20.5099	\$ 28.7138
	Year 1	\$ 62,093.29	\$ 21.3232	\$ 29.8525
	Year 2	\$ 64,555.55	\$ 22.1688	\$ 31.0363
	Year 3	\$ 67,755.23	\$ 23.2676	\$ 32.5746
	Year 4	\$ 76,396.90	\$ 26.2352	\$ 36.7293
	Year 6	\$ 77,534.85	\$ 26.6260	\$ 37.2764
	Year 7	\$ 81,807.64	\$ 28.0933	\$ 39.3306
LT. Starting		\$ 83,035.69	\$ 28.5150	\$ 39.9210
	Year 1	\$ 84,273.21	\$ 28.9400	\$ 40.5160
	Year 3	\$ 88,919.87	\$ 30.5357	\$ 42.7499

Firefighter/Paramedic Effective January 1, 2024

		Yearly Salary	56-Hour Rate	40-Hour Rate
FF Starting		\$ 56,112.00	\$ 19.2692	\$ 26.9769
	Year 1	\$ 58,356.90	\$ 20.0401	\$ 28.0562
	Year 2	\$ 60,691.05	\$ 20.8417	\$ 29.1784
	Year 3	\$ 63,723.45	\$ 21.8831	\$ 30.6363
	Year 4	\$ 71,914.50	\$ 24.6959	\$ 34.5743
	Year 6	\$ 72,993.90	\$ 25.0666	\$ 35.0932
	Year 8	\$ 77,043.75	\$ 26.4573	\$ 37.0403
LT. Starting		\$ 78,207.42	\$ 26.8569	\$ 37.5997
	Year 1	\$ 79,380.39	\$ 27.2597	\$ 38.1636
	Year 3	\$ 83,784.70	\$ 28.7722	\$ 40.2811

Firefighter/Paramedic Effective June 1, 2024

		Yearly Salary	56-Hour Rate	40-Hour Rate
FF Starting		\$ 59,417.60	\$ 20.4044	\$ 28.5662
	Year 1	\$ 61,774.75	\$ 21.2139	\$ 29.6994
	Year 2	\$ 64,225.60	\$ 22.0555	\$ 30.8777
	Year 3	\$ 67,409.62	\$ 23.1489	\$ 32.4085
	Year 4	\$ 76,010.23	\$ 26.1024	\$ 36.5434
	Year 6	\$ 77,143.60	\$ 26.4916	\$ 37.0883
	Year 8	\$ 81,395.94	\$ 27.9519	\$ 39.1327
LT. Starting		\$ 82,617.79	\$ 28.3715	\$ 39.7201
	Year 1	\$ 83,849.41	\$ 28.7944	\$ 40.3122
	Year 3	\$ 88,473.94	\$ 30.3825	\$ 42.5355

Firefighter/Paramedic Effective January 1, 2025

		Yearly Salary	56-Hour Rate	40-Hour Rate
FF Starting		\$ 62,388.48	\$ 21.4246	\$ 29.9945
	Year 1	\$ 64,863.48	\$ 22.2745	\$ 31.1844
	Year 2	\$ 67,436.88	\$ 23.1583	\$ 32.4216
	Year 3	\$ 70,780.10	\$ 24.3064	\$ 34.0289
	Year 4	\$ 79,810.74	\$ 27.4075	\$ 38.3705
	Year 6	\$ 81,000.77	\$ 27.8162	\$ 38.9427
	Year 8	\$ 85,465.73	\$ 29.3495	\$ 41.0893
LT. Starting		\$ 86,748.68	\$ 29.7901	\$ 41.7061
	Year 1	\$ 88,041.88	\$ 30.2342	\$ 42.3278
	Year 3	\$ 92,897.64	\$ 31.9017	\$ 44.6623

Firefighter/Paramedic Effective December 31, 2025				
		Yearly Salary	56-Hour Rate	40-Hour Rate
FF Starting		\$ 62,388.48	\$ 21.4246	\$ 29.9945
	Year 1	\$ 64,863.48	\$ 22.2745	\$ 31.1844
	Year 2	\$ 67,436.88	\$ 23.1583	\$ 32.4216
	Year 3	\$ 70,780.10	\$ 24.3064	\$ 34.0289
	Year 4	\$ 79,810.74	\$ 27.4075	\$ 38.3705
	Year 6	\$ 81,000.77	\$ 27.8162	\$ 38.9427
	Year 7	\$ 85,465.73	\$ 29.3495	\$ 41.0893
LT. Starting		\$ 86,748.68	\$ 29.7901	\$ 41.7061
	Year 1	\$ 88,041.88	\$ 30.2342	\$ 42.3278
	Year 3	\$ 92,897.64	\$ 31.9017	\$ 44.6623

MEMORANDUM OF UNDERSTANDING

~~Between the City of Watertown and Watertown Fire Fighters Local 877~~

~~Training Outside Established Work Hours~~

~~The Union agrees to participate in training activities outside the established duty day work hours as specified in Article 5, Section 5.05 of the current contract between the City of Watertown and IAFF Local 877.~~

~~The City agrees to give the firefighters time off at a future date at the rate of one hour off for one hour of training performed outside the normal duty day hours.~~

~~Fire Department Management will assign the training to be performed and the time at which it will be performed.~~

~~Fire Department management will assign the date and hours in which the time off for previous after hours training will occur.~~

~~Fire Department management will make every effort to make this assignment occur within sixty (60) days from the after hours training event.~~

Firefighter/EMT-B Effective January 1, 2024				
		Yearly Salary	56-Hour Rate	40-Hour Rate
FF Starting		\$ 53,695.95	\$ 18.44	\$ 25.82
Year 1		\$ 55,844.25	\$ 19.18	\$ 26.85
Year 2		\$ 58,077.60	\$ 19.94	\$ 27.92
Year 3		\$ 60,979.80	\$ 20.94	\$ 29.32
Year 4		\$ 68,818.05	\$ 23.63	\$ 33.09
Year 6		\$ 69,850.20	\$ 23.99	\$ 33.58
Year 8		\$ 73,725.75	\$ 25.32	\$ 35.45
LT. Starting		\$ 74,839.63	\$ 25.70	\$ 35.98
Year 1		\$ 75,962.09	\$ 26.09	\$ 36.52
Year 3		\$ 80,176.75	\$ 27.53	\$ 38.55

Firefighter/EMT-B Effective June 1, 2024				
		Yearly Salary	56-Hour Rate	40-Hour Rate
FF Starting		\$ 56,880.75	\$ 19.53	\$ 27.35
Year 1		\$ 59,136.46	\$ 20.31	\$ 28.43
Year 2		\$ 61,481.48	\$ 21.11	\$ 29.56
Year 3		\$ 64,528.79	\$ 22.16	\$ 31.02
Year 4		\$ 72,758.95	\$ 24.99	\$ 34.98
Year 6		\$ 73,842.71	\$ 25.36	\$ 35.50
Year 8		\$ 77,912.04	\$ 26.76	\$ 37.46
LT. Starting		\$ 79,081.61	\$ 27.16	\$ 38.02
Year 1		\$ 80,260.20	\$ 27.56	\$ 38.59
Year 3		\$ 84,685.59	\$ 29.08	\$ 40.71

Firefighter/EMT-B Effective January 1, 2025				
		Yearly Salary	56-Hour Rate	40-Hour Rate
FF Starting		\$ 59,724.78	\$ 20.51	\$ 28.71
Year 1		\$ 62,093.29	\$ 21.32	\$ 29.85
Year 2		\$ 64,555.55	\$ 22.17	\$ 31.04
Year 3		\$ 67,755.23	\$ 23.27	\$ 32.57
Year 4		\$ 76,396.90	\$ 26.24	\$ 36.73
Year 6		\$ 77,534.85	\$ 26.63	\$ 37.28
Year 8		\$ 81,807.64	\$ 28.09	\$ 39.33
LT. Starting		\$ 83,035.69	\$ 28.52	\$ 39.92
Year 1		\$ 84,273.21	\$ 28.94	\$ 40.52
Year 3		\$ 88,919.87	\$ 30.54	\$ 42.75

Firefighter/EMT-B Effective December 31, 2025				
		Yearly Salary	56-Hour Rate	40-Hour Rate
FF Starting		\$ 59,724.78	\$ 20.51	\$ 28.71
Year 1		\$ 62,093.29	\$ 21.32	\$ 29.85
Year 2		\$ 64,555.55	\$ 22.17	\$ 31.04
Year 3		\$ 67,755.23	\$ 23.27	\$ 32.57
Year 4		\$ 76,396.90	\$ 26.24	\$ 36.73
Year 6		\$ 77,534.85	\$ 26.63	\$ 37.28
Year 7		\$ 81,807.64	\$ 28.09	\$ 39.33
LT. Starting		\$ 83,035.69	\$ 28.52	\$ 39.92
Year 1		\$ 84,273.21	\$ 28.94	\$ 40.52
Year 3		\$ 88,919.87	\$ 30.54	\$ 42.75

Firefighter/Paramedic Effective January 1, 2024				
		Yearly Salary	56-Hour Rate	40-Hour Rate
FF Starting		\$ 56,112.00	\$ 19.27	\$ 26.98
Year 1		\$ 58,356.90	\$ 20.04	\$ 28.06
Year 2		\$ 60,691.05	\$ 20.84	\$ 29.18
Year 3		\$ 63,723.45	\$ 21.88	\$ 30.64
Year 4		\$ 71,914.50	\$ 24.70	\$ 34.57
Year 6		\$ 72,993.90	\$ 25.07	\$ 35.09
Year 8		\$ 77,043.75	\$ 26.46	\$ 37.04
LT. Starting		\$ 78,207.59	\$ 26.86	\$ 37.60
Year 1		\$ 79,380.55	\$ 27.26	\$ 38.16
Year 3		\$ 83,784.91	\$ 28.77	\$ 40.28

Firefighter/Paramedic Effective June 1, 2024				
		Yearly Salary	56-Hour Rate	40-Hour Rate
FF Starting		\$ 59,417.60	\$ 20.40	\$ 28.57
Year 1		\$ 61,774.75	\$ 21.21	\$ 29.70
Year 2		\$ 64,225.60	\$ 22.06	\$ 30.88
Year 3		\$ 67,409.62	\$ 23.15	\$ 32.41
Year 4		\$ 76,010.23	\$ 26.10	\$ 36.54
Year 6		\$ 77,143.60	\$ 26.49	\$ 37.09
Year 8		\$ 81,395.94	\$ 27.95	\$ 39.13
LT. Starting		\$ 82,617.97	\$ 28.37	\$ 39.72
Year 1		\$ 83,849.58	\$ 28.79	\$ 40.31
Year 3		\$ 88,474.16	\$ 30.38	\$ 42.54

Firefighter/Paramedic Effective January 1, 2025				
		Yearly Salary	56-Hour Rate	40-Hour Rate
FF Starting		\$ 62,388.48	\$ 21.42	\$ 29.99
	Year 1	\$ 64,863.48	\$ 22.27	\$ 31.18
	Year 2	\$ 67,436.88	\$ 23.16	\$ 32.42
	Year 3	\$ 70,780.10	\$ 24.31	\$ 34.03
	Year 4	\$ 79,810.74	\$ 27.41	\$ 38.37
	Year 6	\$ 81,000.77	\$ 27.82	\$ 38.94
	Year 8	\$ 85,465.73	\$ 29.35	\$ 41.09
LT. Starting		\$ 86,748.87	\$ 29.79	\$ 41.71
	Year 1	\$ 88,042.06	\$ 30.23	\$ 42.33
	Year 3	\$ 92,897.86	\$ 31.90	\$ 44.66

Firefighter/Paramedic Effective December 31, 2025				
		Yearly Salary	56-Hour Rate	40-Hour Rate
FF Starting		\$ 62,388.48	\$ 21.42	\$ 29.99
	Year 1	\$ 64,863.48	\$ 22.27	\$ 31.18
	Year 2	\$ 67,436.88	\$ 23.16	\$ 32.42
	Year 3	\$ 70,780.10	\$ 24.31	\$ 34.03
	Year 4	\$ 79,810.74	\$ 27.41	\$ 38.37
	Year 6	\$ 81,000.77	\$ 27.82	\$ 38.94
	Year 7	\$ 85,465.73	\$ 29.35	\$ 41.09
LT. Starting		\$ 86,748.87	\$ 29.79	\$ 41.71
	Year 1	\$ 88,042.06	\$ 30.23	\$ 42.33
	Year 3	\$ 92,897.86	\$ 31.90	\$ 44.66

~~Under no circumstances will a pre-scheduled event be cancelled to allow for time off.~~

~~Assigned time off will be done according to the shift that was working the day the after hours training occurred, not the actual personnel. Therefore, the use of vacation time, sick time or time trades will in no way affect the assigned date and time off.~~

~~Fire Department responses for service will in no way affect the assigned date and time off.~~

~~Either the City or the Union can terminate this agreement with 30 days written notice to the other party.~~

~~This agreement may be modified or altered only by mutual agreement between the City and the Union.~~

~~_____ Dated this ____ day of _____, 202__.~~

~~LOCAL 877, INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS _____ CITY OF WATERTOWN
AFL-CIO-CLC~~

[Signatures Continued]

RESOLUTION TO REVISE CANDIDATE SELECTION PROCEDURE AND EXTENDING OFFERS

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

WHEREAS, the current procedure has all City employees be reviewed by the Finance Committee; and,

WHEREAS, there is not a legal requirement for Finance Committee to review and approve the hiring of each City employee; and,

WHEREAS, the Finance Committee wishes to delegate the hiring of certain City employees to the Mayor.

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

That Section 6 Candidate Selection and Section 7 Extending Offers of the City's Recruitment Policy shall be amended as follows.

Ch. 2.1 Recruitment Policy Section 6 Candidate Selection shall be amended to read as follows:

S6. CANDIDATE SELECTION

The top three candidates identified will be submitted on the Candidate Selection Form (CSF) to ~~HR to confirm the hiring policy has been followed and the Finance Director to confirm the position is properly budgeted for. The CSF will then be forwarded to the Mayor. After review, the department head will forward the selection form to the Clerk/Treasurer office with the verbiage to~~ The Mayor will submit the CSF for any position which requires Common Council approval, is Grade N – Z or which is proposed to begin at a Step of 4 or higher ~~be added to the Finance Committee meeting agenda for approval a recommendation to the Common Council and then to the Common Council for approval and selection of the candidate. For all other candidates, the Mayor will approve the selected candidate. If a Department head disagrees with the Mayor's selection, they may request the CSF be placed on the Finance Committee Agenda for review and selection of the candidate.~~

Should less than three candidates exist, the CSF should still be submitted. *CW 003 RECRUITMENT Candidate Selection Form-for committee*

Internal applicants must complete required background checks or tests not previously completed.

Ch. 2.1 Recruitment Policy Section 7 Extending Offers shall be amended to read as follows:

S7. EXTENDING OFFERS

~~An official offer letter will be extended once Finance Committee approves and screening results have been received.~~ For positions that do not require Common Council approval, an official offer letter will be extended upon the Mayor's approval. For positions that require Common Council

approval, an offer letter contingent on Common Council approval will be provided upon the Mayor's approval. The candidate will have approximately one week to provide acceptance. ~~to be communicated in the letter.~~ Candidate's acceptance of the contingent offer is required prior to the Finance Committee's review of the applicant. Acceptance can be verbal and followed with a signature at time of orientation if email or signature is unavailable. *CW 005 RECRUITMENT Offer Letter*

Acceptance is communicated by HR to the department head and onboarding steps begin. The "Onboarding New Employee Checklist" is designed to be a baseline of information that every city employee should receive. Departments are encouraged to provide information beyond the contents of this document, but in the least, these components are required.

Onboarding Procedure, CW 102 ONBOARDING Dept. New Employee Checklist, CW 103 ONBOARDING HR City Orientation Checklist Full Time, CW 104 ONBOARDING HR New Employee Schedule

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

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

ADOPTED December 19, 2023

CITY CLERK

APPROVED December 19, 2023

MAYOR

PAYROLL RESOLUTION

SPONSOR: MAYOR MCFARLAND FROM: FINANCE COMMITTEE

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

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

SECTION 1: Effective January 1, 2024, all full-time and permanent part-time non-represented employees (excluding library employees) shall receive compensation based on the appropriate step and grade of the attached pay chart for dates effective January 1, 2024.

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

SECTION 3: The following elected and appointed city officials and employees shall receive, effective January 1, 2024, an annual salary of the amounts placed after their respective title:

Municipal Judge	\$30,079
-----------------	----------

SECTION 4: The following part-time employees shall receive, effective January 1, 2024:

	<u>Jan. 1</u>
Police Auxiliary	\$15.76
Police Auxiliary Capt. – additional per hour	.50
Police Auxiliary Sgt. – additional per hour	.25
Crossing Guard	11.25
Election Inspector	10.00
Chief Election Inspector	12.00
Election Assistant	15.00
Cable TV PT Staffer	12.50
Engineering Intern (HS)	10.00-14.00
Engineering Intern (College)	14.00-19.00

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

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

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

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

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

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

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

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

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

SECTION 13: Unless specified differently in a section, this resolution shall take effect January 1, 2024.

CITY OF WATERTOWN

PAY TABLE EFFECTIVE: 1/1/2024 - HOURLY FORMAT (2080 HOURS)

1.50% COLA increase from 2023

Grade	Control Point										
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Y	\$66.51	\$68.41	\$70.31	\$72.21	\$74.11	\$76.01	\$77.91	\$79.81	\$81.71	\$83.61	\$85.52
X	\$62.53	\$64.32	\$66.11	\$67.89	\$69.68	\$71.47	\$73.25	\$75.04	\$76.83	\$78.61	\$80.40
W	\$58.56	\$60.24	\$61.91	\$63.58	\$65.26	\$66.93	\$68.60	\$70.28	\$71.95	\$73.62	\$75.30
V	\$54.59	\$56.15	\$57.71	\$59.27	\$60.83	\$62.39	\$63.95	\$65.51	\$67.07	\$68.63	\$70.19
U	\$50.62	\$52.07	\$53.52	\$54.96	\$56.41	\$57.86	\$59.30	\$60.75	\$62.19	\$63.64	\$65.09
T	\$47.64	\$49.00	\$50.36	\$51.72	\$53.08	\$54.44	\$55.81	\$57.17	\$58.53	\$59.89	\$61.25
S	\$45.66	\$46.96	\$48.27	\$49.57	\$50.88	\$52.18	\$53.49	\$54.79	\$56.09	\$57.40	\$58.70
R	\$43.68	\$44.93	\$46.17	\$47.42	\$48.67	\$49.92	\$51.17	\$52.41	\$53.66	\$54.91	\$56.16
Q	\$41.68	\$42.87	\$44.06	\$45.25	\$46.44	\$47.63	\$48.82	\$50.02	\$51.21	\$52.40	\$53.59
P	\$39.70	\$40.83	\$41.97	\$43.10	\$44.24	\$45.37	\$46.50	\$47.64	\$48.77	\$49.91	\$51.04
O	\$37.72	\$38.80	\$39.87	\$40.95	\$42.03	\$43.11	\$44.18	\$45.26	\$46.34	\$47.42	\$48.50
N	\$35.72	\$36.74	\$37.76	\$38.78	\$39.80	\$40.82	\$41.84	\$42.86	\$43.89	\$44.91	\$45.93
N (2912 Hrs) Battalion Chief	\$25.52	\$26.24	\$26.97	\$27.70	\$28.43	\$29.16	\$29.89	\$30.62	\$31.35	\$32.08	\$32.81
M	\$33.74	\$34.70	\$35.67	\$36.63	\$37.60	\$38.56	\$39.52	\$40.49	\$41.45	\$42.42	\$43.38
M (2053 Hrs) Sgt	\$34.18	\$35.16	\$36.14	\$37.11	\$38.09	\$39.07	\$40.04	\$41.02	\$42.00	\$42.97	\$43.95
L	\$31.76	\$32.67	\$33.57	\$34.48	\$35.39	\$36.30	\$37.20	\$38.11	\$39.02	\$39.93	\$40.83
K	\$29.78	\$30.63	\$31.48	\$32.33	\$33.18	\$34.03	\$34.88	\$35.73	\$36.59	\$37.44	\$38.29
J	\$27.78	\$28.57	\$29.37	\$30.16	\$30.96	\$31.75	\$32.54	\$33.34	\$34.13	\$34.92	\$35.72
I	\$25.80	\$26.54	\$27.27	\$28.01	\$28.75	\$29.49	\$30.22	\$30.96	\$31.70	\$32.43	\$33.17
H	\$23.82	\$24.50	\$25.18	\$25.86	\$26.54	\$27.22	\$27.90	\$28.58	\$29.26	\$29.94	\$30.63
G	\$21.83	\$22.45	\$23.08	\$23.70	\$24.32	\$24.95	\$25.57	\$26.20	\$26.82	\$27.44	\$28.07
F	\$19.84	\$20.41	\$20.97	\$21.54	\$22.11	\$22.68	\$23.24	\$23.81	\$24.38	\$24.94	\$25.51
E	\$18.36	\$18.88	\$19.41	\$19.93	\$20.46	\$20.98	\$21.50	\$22.03	\$22.55	\$23.08	\$23.60
D	\$17.36	\$17.86	\$18.36	\$18.85	\$19.35	\$19.84	\$20.34	\$20.84	\$21.33	\$21.83	\$22.32
C	\$16.37	\$16.84	\$17.30	\$17.77	\$18.24	\$18.71	\$19.17	\$19.64	\$20.11	\$20.58	\$21.04
B	\$15.38	\$15.82	\$16.26	\$16.70	\$17.14	\$17.58	\$18.02	\$18.46	\$18.90	\$19.34	\$19.78
A	\$9.92	\$10.20	\$10.49	\$10.77	\$11.05	\$11.34	\$11.62	\$11.90	\$12.19	\$12.47	\$12.75

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

L	SR. CENTER AND ENRICHMENT DIRECTOR/OFFICE MANAGER
L	DISTRIBUTION CREW LEADER
K	ENVIRO HEALTH SANITARIAN (CERTIFIED)
K	EMERGENCY PREP/ENVIRO HEALTH SPECIALIST
K	PUBLIC HEALTH NURSE - RN
K	BILINGUAL COMMUNICATIONS SPECIALIST (PT)
K	DEPUTY TREASURER/CLERK
K	AQUATICS AND RECREATION MANAGER
K	PROGRAMMING EVENT COORDINATOR
K	WASTEWATER COLLECTIONS CREW LEADER
K	WASTEWATER OPERATIONS FOREMAN
K	WATER OPERATIONS FOREMAN
K	MEDIA AND COMMUNICATIONS DIRECTOR
K	ADULT SERVICES LIBRARIAN
K	CHILDREN'S LIBRARIAN
J	PT CODE ENFORCEMENT
J	ENVIRO HEALTH SANITARIAN (NON-CERTIFIED)
J	CITY FORESTER/BUCKET TRUCK OPERATOR
J	911 DISPATCH SUPERVISOR
J	LAB MANAGER
J	RECREATION PROGRAM MANAGER
J	STREET/STORMWATER WORKING FOREMAN
I	HEAVY EQUIPMENT OPERATOR
I	MECHANIC
I	OPERATOR I
I	CIRCULATION & SENIOR OUTREACH SERVICES MANAGER
H	PARALEGAL (PT)
H	HUMAN RESOURCES ASSISTANT (PT)
H	FIRE INSPECTOR (PT)
H	NURSE - LPN
H	ASSISTANT CITY FORESTER
H	MECHANIC/PARKS MAINTENANCE/POOL OPERATOR
H	PARKS SPECIALIZED MAINTENANCE
H	911 DISPATCHER
H	911 DISPATCHER(PT)
H	SPECIALIZED MAINTENANCE/LIGHT EQUIPMENT OPERATOR
H	SOLID WASTE COLLECTION - LEADMAN
H	OFFICE/PROGRAM COORDINATOR
H	UTILITY BILLING COORDINATOR
H	WASTEWATER COLLECTIONS SPECIALIST

H	ACCOUNTING CLERK
H	ADMINISTRATIVE ASSISTANT III
G	ACCOUNTING CLERK
G	COURT CLERK (MUNICIPAL)
G	COMMUNITY SERVICES OFFICER
G	GENERAL LABORER-STREETS
G	SOLID WASTE COLLECTION - LEADMAN
G	INVESTIGATIONS TECHNICIAN/SPECIALIST
G	RECORDS CLERK (POLICE)
G	ASSISTANT BILLING/UTILITY CLERK
G	WATER DISTRIBUTION TECHNICIAN
G	WATER UTILITY TECHNICIAN
G	ADMINISTRATIVE ASSISTANT II
G	MEDIA PRODUCTIONS MANAGER
F	GENERAL LABORER-PARK RECREATION AND FORESTRY
F	MAINTENANCE CUSTODIAN
F	BUILDING AND GROUNDS MAINTENANCE SUPERVISOR/WASTEWATER RELIEF OPERATOR
F	LEGAL ASSISTANT (PT)
F	ADMINISTRATIVE ASSISTANT I
F	SENIOR LIBRARY ASSISTANT-CATALOGING & CIRCULATION
F	SENIOR LIBRARY ASSISTANT-TEEN SERVICES
C	LIBRARY ASSISTANT (PT)
C	CLERK/TYPIST
C	CUSTODIAN-PT



To: Finance Committee
CC: Mayor McFarland
From: Mason Becker, Strategic Initiatives and Development Coordinator
Date: December 5, 2023
Re: 111 S. Water St Request for Proposal (RFP)

Committee members,

I am writing to provide you with a review of the Request for Proposal (RFP) that will be going out for the development opportunity at 111 S. Water Street in Watertown, WI, which is immediately south of the Bentzin Family Town Square.

As members are likely aware, the parcel was previously planned for the development of a 100-unit apartment building. Unfortunately, the developer was not able to meet the September 30, 2023 deadline for pulling permits and breaking ground on the property. In early October 2023, the Common Council decided to not grant another extension. Atty. Chesebro has served notice to the developer that the parcel needs to be returned to the City, as called for in the development agreement. The Council requested that staff draft a new RFP and wished to leave the proposed use of the parcel “open” without specifying a specific type of project (e.g. commercial or residential, etc.). Staff plan to release the RFP once the parcel is returned.

This Request for Proposals (RFP) is inviting proposals from qualified development teams to create a significant addition to an already thriving downtown area. The City-owned parcel offers an excellent opportunity for a potential multi-family, mixed-use, or commercial development. The City is requesting statements of interest, evidence of financial capacity, and proposals through this RFP from those with the vision, resources, and expertise to develop the property.

The successful bid will demonstrate the ability to maximize future property tax revenue, secure funding, present an aggressive timeline for construction, and include a planned riverwalk extension. A concise and complete response to the RFP will help identify the most qualified development teams.

In conclusion, we are excited to receive proposals to develop this prime piece of real estate in the heart of downtown. The City is committed to working with the selected development team to ensure the project is successful and contributes to the continued revitalization of the downtown area. Please let me know if you have any further feedback on the RFP at this time.

Sincerely,

Mason T. Becker
Strategic Initiatives and Development Coordinator

City of Watertown, WI 111 S. Water Street **REQUEST FOR PROPOSAL**



CONTACT:

Mason Becker, Strategic Initiatives and
Development Coordinator
106 Jones Street
Watertown, WI 53094

ISSUED: December 15th, 2023

DUE: January 18th, 2024 - 4:00 p.m.



THE CITY OF
WATERTOWN

Opportunity runs through it.

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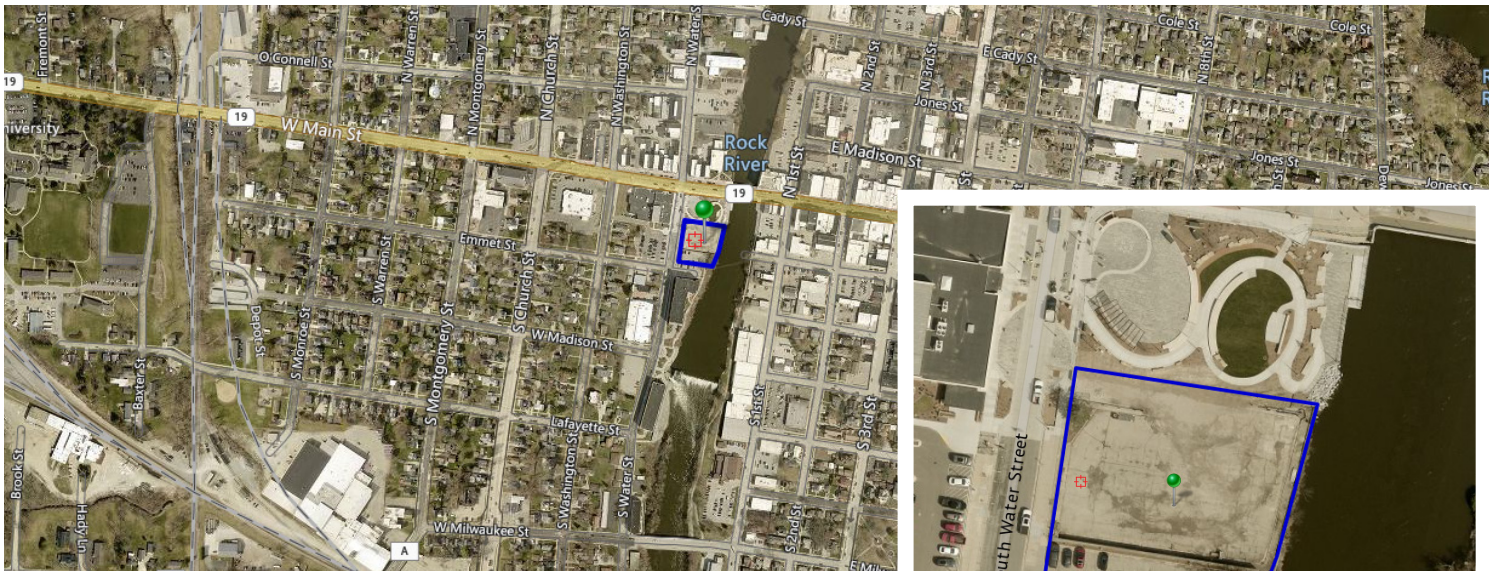
THE OPPORTUNITY

The City of Watertown, WI (“The City”) is pleased to announce a development opportunity within the very center of a vibrant central business district. The City is seeking statements of interest, evidence of capacity, and proposals through this RFP from qualified development teams with the vision, resources, and expertise to develop a significant contribution to an already thriving downtown.

This parcel presents a prime opportunity for a potential multi-family, mixed-use, or commercial development. The City will consider all potential proposed uses for this City-owned piece of real estate.

The parcel at 111 S. Water Street sits on the Rock River, and is immediately adjacent to two major, recently completed projects: In 2022, the renovation and expansion of the Watertown Public Library, a historic Carnegie library building, was completed. In 2023, the Bentzin Family Town Square, funded by a mix of public, grant, and privately donated funds, was completed. These significant public investments now leave this parcel situated for the next phase of revitalization in our historic downtown.

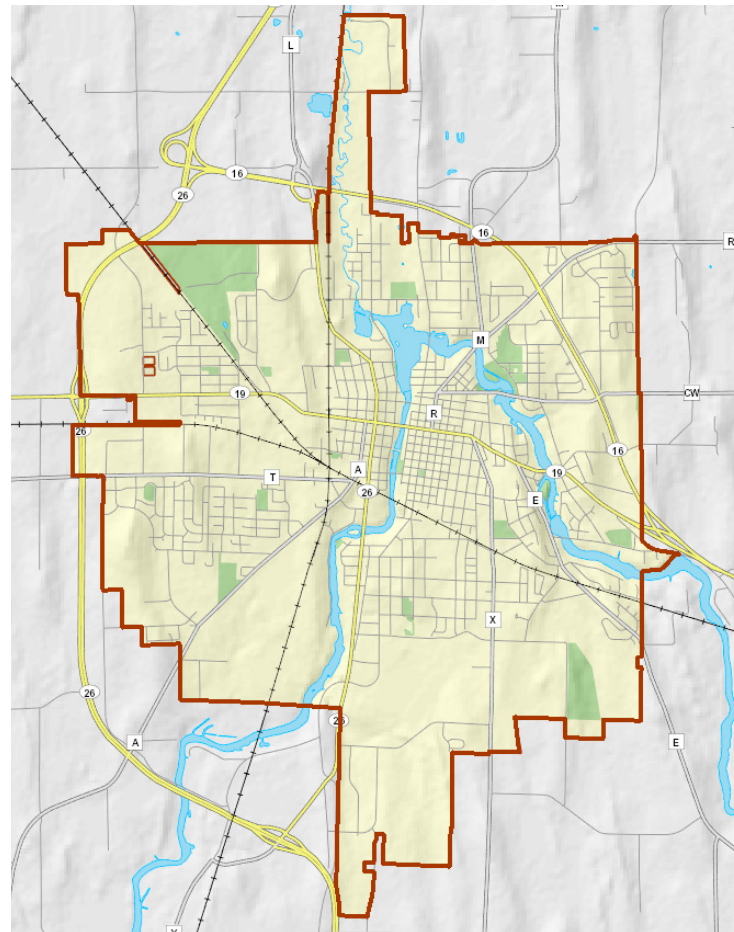
This project will tie into further planned revitalization efforts. Upcoming developments include reconstruction of the nearby Main Street (Cole) Bridge (anticipated in 2024), strategic planning of the surrounding Downtown River Corridor in 2024, and complete reconstruction of Main Street in 2028. This property is well situated to capitalize on these upcoming downtown enhancements.



CITY SNAPSHOT

The City of Watertown, Wisconsin, pop. 24,000, is located in beautiful southeastern Wisconsin, midway between Milwaukee and Madison. We are a friendly, hard-working city surrounded by lush forests and beautiful farmland. Distinct and self-sufficient, Watertown is big enough to have all the amenities you'll need, but small enough to access them in 10 minutes or less. Watertown is truly a wonderful place to live, work, dine, shop, play and do business! It's a genuine American hometown.

- Major industries — Manufacturing, healthcare and education.
- Population trend — Current approx. population: 24,000 - increased 10.6% from 2000 to 2014 and continuing to increase. Continued growth pressures from nearby Dane County and Waukesha County.
- Government — Strong mayor, City Council form of government with geographically based aldermanic districts.
- The Rock River winds through the City, including the downtown, and includes two dams within the City boundaries.
- Watertown to Milwaukee: 48 miles, to Madison: 40 miles, to Chicago: 135 miles.



Watertown is home to:

- A strong manufacturing and industrial base, including Fisher Barton, Glory Global, Clausen Quality Chocolates, Wis-Pak, and more.
- A quality public school district, Madison College - Watertown, and major private schools including Luther Preparatory School and Maranatha Baptist University.
- A heritage of many public parks and amenities, as well as the recently opened Interurban Bike Trail.
- A thriving downtown with an extremely low first-floor vacancy rate - less than 5% on Main Street.
- An identified need for housing. Studies very recently conducted by Tracy Cross show the City of Watertown approximately 2,000 units short of its needed housing today. The current rental vacancy rate is under two-percent.
- The connecting point for two counties: Dodge County and Jefferson County, and sits along the Hwy 26 corridor, just north of I-94.
- An established municipal airport.



TIMELINE (TENTATIVE)

Activity	Deadline
RFP Release Date	December 15, 2023
Questions must be submitted via email	December 29, 2023
Questions and answers will be posted on www.watertownredevelopment.org	January 5, 2023
Responses to the RFP	January 18, 2024, 4:00 p.m.

A public announcement of Preferred Developer, following a thorough review, interviews, and discussions, will follow.

The City may amend this schedule at any time. Written notice of any changes to the schedule will be provided to all respondents to the RFP.

Send responses to:
 The City of Watertown
 Attn: Mason Becker
 Strategic Initiatives and Development Coordinator
 106 Jones Street
 Watertown, WI 53094

A successful bid will demonstrate a proposed project that maximizes future property tax revenue generation for the City, shows ability to secure funding for the project, and presents an aggressive timeline for construction. The City will also look for the project developer to complete a riverwalk extension along the length of the parcel.

The site’s central location in downtown Watertown makes it convenient for traveling the short distance to and from the municipal airport and interstate, commuting to work, or even taking a quick trip to Madison, Milwaukee, or Chicago.

The response format being requested by the City is detailed in the following sections of this RFP. The submission of a concise, professional, and complete response to the RFP will help the City identify the most qualified development teams and will be indicative of the level of the respondent’s commitment to the desired project. Any questions that arise during preparation of a submittal should be addressed to Mason Becker (mbecker@watertownwi.gov).

Respondents must demonstrate the experience, resources, and expertise needed to design, develop, and operate a successful project. Past design and development experience, especially with similar projects, will be critical in evaluating the RFP responses. Current financial capacity, access to funding sources and the ability to complete the project in a timely manner will also be important factors in determining the most qualified RFP responses.

Responses to this RFP shall not exceed a total of 15 pages, including any appendices, and should use a minimum font size of 11. Respondents must submit one unbound original hard copy, five bound hard copies, and one digital PDF file to be posted on a cloud drive that will be provided by the City. The firm’s proposal fee should be submitted in a separate sealed envelope labeled “111 S. Water Street Proposal Fee”.

Submittals must be received by the City no later than January 18, 2024 at 4:00 PM. Submittals received after this due date and time will not be accepted. Delivery of the RFP response to the specified location by the prescribed time and date is the sole responsibility of the respondent.



TRANSMITTAL LETTER

The submission must include a transmittal letter on official letterhead that provides contact information for the person with authority to negotiate on behalf of the development team. The letter must also include an affirmative statement that the respondent agrees to the minimum business terms identified in the RFP. The respondent must certify that the RFP response and exhibits are true and correct. Unsigned and/or undated submissions will not be accepted.

DEVELOPMENT TEAM

The respondent must identify the developer and other key members of the development team, including the project leader for day-to-day management and the key consultants that will be responsible for implementing said project. Also, provide a succinct narrative describing the role and relevant expertise of each of the firms and key individuals that would be involved in the project's implementation.

PROPOSED CONCEPTUAL DEVELOPMENT SCOPE

Provide a one-page narrative that describes the development concept that is envisioned for the Site. As part of this description, identify any responsibilities proposed to be imposed on the City. At the respondent's discretion, up to three graphics, such as a conceptual site plan, may also be provided.

EXPERIENCE

Provide descriptions of at least three, but no more than five, projects that the respondent has undertaken within the past five years that are directly analogous to the project being proposed for the Site. Each description should include the following information:

1. The project's name and location.
2. Development Scope:
 - a. If a commercial project, the name of the operator.
 - b. A project description that identifies the square footage and the number of units or spaces, and/or development size and configuration.
 - c. A description of the quality level, market mix and amenities provided at the project.
 - d. Photographs of the project.
3. Financial Characteristics:
 - a. The total development costs.
 - b. Detailed explanation of how the project was funded.
4. A description of the role the respondent and other team members played in the development and operation of the project.

5. Public Sector Contact:

- a. Provide contact information for a representative of the jurisdiction in which the project is located, including telephone number and email address.
- b. Indicate if the project was undertaken as a public/private partnership. If so, describe the responsibilities accepted by the public sector partner.

FINANCIAL CAPACITY

Provide evidence of the development team's financial ability to undertake and successfully complete the proposed project including the following:

1. Financial Statements:

- a. If available, submit audited financial statements for the past two years for each development entity that is part of the developing team.
- b. If audited financial statements are not available, provide documented evidence of prior development transactions in which substantially all of the funding was obtained by the respondent. This information should include letters from the project lenders that identify the size of the loans and the repayment terms, as well as letters from the equity investors that identify the investment amounts and summaries of the transaction terms.

2. Provide a statement identifying the threshold rate of return requirement anticipated to be imposed on the proposed project. The threshold can be presented as a stabilized return on total investment or an Internal Rate of Return (IRR) on total investment.

3. List and explain any litigation or disputes any member of the development team is involved in that could result in a financial settlement that has a materially adverse effect on the ability of the development team to complete the proposed project.

4. Provide a statement detailing if any member of the development team has ever filed for bankruptcy or had projects that have been declared in default or foreclosed upon. If the answer is 'yes' to any of these questions, list the dates and describe the circumstances.

5. Include an explanation of how the project will be funded, including mix of sources.

The City of Watertown recognizes the sensitive nature of the financial capacity information that is requested in this RFP. Therefore, respondents are only required to submit one copy of the requested financial capacity information, and it should be submitted in a separate envelope that is marked "CONFIDENTIAL," and is addressed to:

The City of Watertown
Attn: Mason Becker, Strategic Initiatives and
Development Coordinator
106 Jones Street, Watertown WI, 53094



RFP SELECTION PROCESS

The selection process will be divided into the following three phases:

1. The City will evaluate the responses to the RFP, and will select a short list of development teams to move on to the Developer Review stage of the selection process.
2. The short-listed development teams will be asked to respond to the City in a format that requires the teams to provide more detailed information about the proposed project. This will include: Identifying an operator (if a commercial project), creation of preliminary design drawings, preparation of a pro forma analysis, and a description of any proposed lease terms.
3. At the completion of the evaluation process, the City intends to enter into a negotiation period with the selected development team for the purpose of negotiating the terms of a development agreement.

RFP EVALUATION CRITERIA

The following RFP evaluation criteria will be used to select the short list of development teams that will be invited to respond to the RFP for the Site:

1. The respondent's agreement to abide by the minimum business terms identified in this RFP.
2. Development of projects of a similar scope and scale.
3. Financial capacity to undertake a project of the proposed magnitude.
4. Overall quality of the development team.
5. Experience with similar public/private development agreements with public sector entities
6. Quality and completeness of the RFP response.

DECLARATION AND ADDITIONAL INFO.

DECLARATION AND ADDITIONAL INFORMATION

The City's Rights Pertinent to this Solicitation

1. The City reserves the right to reject all submittals for any legally permissible reason without indicating the reasons for rejection.
2. The City reserves the right to amend this RFP by addendum. The City is bound only by what is expressly stated in this RFP and any authorized written addenda to be posted on the City website.
3. The City accepts no financial responsibility for any costs incurred by the respondent during any phase of the selection process. All submittals shall become the property of the City (except for items marked CONFIDENTIAL) and may be used in any way deemed appropriate.

WITHDRAWAL OF SOLICITATION

The City reserves the right to withdraw this RFP at any time without prior notice and makes no representation that any agreement will be awarded to any respondent. Additionally, the City expressly reserves the right to postpone opening responses to this solicitation for its own convenience, and/or to waive any informality or irregularity in the responses received.

CONFIDENTIALITY

All submittals in response to this RFP are considered confidential until the City makes a selection, at which time the submittals will become public information and available to the public for review. However, the financial capacity information portion of each submittal will be treated as confidential and will not be available for public review at any time.

EXAMINATION OF SOLICITATION

The respondent understands that the information provided in this RFP is intended solely to assist the respondent in preparing a submittal. To the best of the City's knowledge, the information provided is accurate. However, the City does not warrant such accuracy, and any errors or omissions subsequently will not invalidate this RFP.

CONFLICT OF INTEREST

Respondents must comply with the requirements imposed by all applicable federal, state and local laws, including those pertaining to conflict of interest. All members of responding development teams must disclose any and all circumstances that could give rise to any potential conflict of interest or appearance thereof with its participation in the project with the City, and its agents, representatives and consultants.



City of Watertown
Income Statement - November 2023

Section 3, Item K.

90.9%

Run Date: 231207

	Prior Year 2 Actual	Prior Year Actual	Curr Yr To-Date	Curr Yr Budget	Remain Balance	% Rev/Exp
Revenues						
Taxes	10,890,759	11,105,967	10,519,893	11,636,160	1,116,267	90.4%
Intergovt Shared Taxes	3,222,923	3,261,639	3,300,745	3,300,976	231	100.0%
Intergovt State Grants	1,545,587	1,298,364	1,120,318	1,174,725	54,407	95.4%
Licenses	68,523	67,240	66,893	68,775	1,882	97.3%
Permits	192,100	197,777	214,413	206,125	(8,288)	104.0%
Law & Order Violations	175,295	181,477	223,782	200,000	(23,782)	111.9%
Gen Govt Public Charges for Services	338,644	355,108	225,183	314,850	89,668	71.5%
Public Safety	764,059	833,120	719,114	829,100	109,986	86.7%
Health & Social Services	5,679	9,729	16,078	5,500	(10,578)	292.3%
Public Works	34,576	43,759	51,696	38,250	(13,446)	135.2%
Recreation	342,830	346,086	342,576	367,300	24,724	93.3%
Intergovt Township Fire Protection	283,177	287,287	286,437	283,537	(2,900)	101.0%
Interest	(11,749)	(151,064)	548,947	100,000	(448,947)	548.9%
Reserve Acct Revenue	134,111	159,460	-	0	0	0.0%
Miscellaneous	38,671	26,264	155,342	26,000	(129,342)	597.5%
Rent	26,943	25,640	20,846	24,340	3,494	85.6%
Total Revenues	18,052,128	18,047,854	17,812,262	18,575,638	763,376	95.9%
Expenditures						
Common Council	98,864	94,685	98,050	107,781	9,731	91.0%
Commissions & Committees	250	200	-	300	300	0.0%
Municipal Court	105,498	110,048	100,175	112,928	12,754	88.7%
Mayor	173,004	170,125	239,544	271,356	31,812	88.3%
Finance Department	451,937	448,127	433,567	519,779	86,212	83.4%
Elections	31,362	50,655	27,029	33,500	6,471	80.7%
Assessor	75,412	145,749	146,111	146,450	339	99.8%
Accounting & Auditing	67,452	61,656	78,752	80,000	1,248	98.4%
Human Resources	85,600	83,459	79,051	93,855	14,804	84.2%
City Attorney	210,056	239,728	224,834	222,339	(2,495)	101.1%
Special Legal Fees	19,628	1,097	-	2,000	2,000	0.0%
Municipal Building	282,389	304,482	289,768	300,966	11,198	96.3%
Other Buildings	6,647	6,947	4,876	6,400	1,524	76.2%
Miscellaneous	(13,513)	750	1,749	65,000	63,252	2.7%
Media & Communications	140,544	169,844	149,882	190,010	40,128	78.9%
Information Technology	165,724	173,744	229,300	226,574	(2,726)	101.2%
Property & Liability Insurance	487,828	451,430	458,477	534,255	75,778	85.8%
Employee Programs	18,627	24,093	19,889	23,328	3,439	85.3%
Other Insurance	21,275	4,235	3,647	3,000	(647)	121.6%
Other General Govt	8,341	-	2,235	0	(2,235)	
General Government	2,436,924	2,541,053	2,586,936	2,939,821	352,885	88.0%
		% of Total Exp	15.7%	15.2%		

	Prior Year 2 Actual	Prior Year Actual	Curr Yr To-Date	Curr Yr Budget	Rem Balance	Rev/Exp
Police	4,517,889	4,731,008	4,211,396	4,924,950	713,554	85.5%
Crossing Guards	30,797	27,695	24,213	40,074	15,861	60.4%
Dispatch Center	680,039	726,739	642,229	758,434	116,205	84.7%
Fire	3,037,049	3,066,250	2,854,226	3,362,104	507,878	84.9%
Building Inspection	290,411	280,826	340,977	365,073	24,096	93.4%
Emergency Govt	5,344	5,417	7,871	5,100	(2,771)	154.3%
Public Safety	8,561,530	8,837,936	8,080,913	9,455,735	1,374,822	85.5%
		% of Total Exp	49.0%	48.8%		
Health	453,808	459,524	429,695	504,159	74,464	85.2%
Environmental Health Division	820	19,382	-	0	0	0.0%
Other Services	61,000	61,000	62,830	62,830	-	100.0%
Health	515,628	539,906	492,525	566,989	74,464	86.9%
		% of Total Exp	3.0%	2.9%		
City Planner	2,492	285	5,864	10,400	4,536	56.4%
Engineering	350,272	363,895	253,176	288,209	35,033	87.8%
Machinery & Equipment	416,684	341,218	328,853	375,515	46,662	87.6%
Street Garages	92,589	120,020	55,527	69,500	13,973	79.9%
Street Administration	147,231	138,375	101,570	216,452	114,882	46.9%
Service to Other Departments	63,498	88,919	-	0	0	0.0%
Traffic Control	31,346	21,424	19,105	23,600	4,495	81.0%
Street Maintenance	763,794	673,108	1,018,934	1,265,040	246,106	80.5%
Snow & Ice Control	390,497	343,767	262,980	270,540	7,560	97.2%
Signs & Markings	92,093	102,571	12,843	19,200	6,357	66.9%
Street Lighting	506,416	444,500	436,466	412,000	(24,466)	105.9%
Airport	216,981	214,840	195,005	215,748	20,743	90.4%
Public Works	3,073,892	2,852,921	2,690,323	3,166,204	475,881	85.0%
		% of Total Exp	16.3%	16.3%		
Library	704,259	823,709	724,489	814,000	89,511	89.0%
Recreation Administration	216,644	184,495	449,136	574,030	124,895	78.2%
Recreation	96,871	116,853	127,708	115,796	(11,912)	110.3%
Outdoor Pool	199,791	210,126	209,193	272,379	63,186	76.8%
Indoor Pool	120,440	95,553	43,616	144,447	100,831	30.2%
Senior Center	244,254	267,188	-	0	0	0.0%
Park	814,968	861,873	803,549	966,384	162,836	83.2%
Park Garage	21,827	23,244	-	0	0	0.0%
Library, Leisure, & Parks	2,419,053	2,583,040	2,357,690	2,887,036	529,346	81.7%
		% of Total Exp	14.3%	14.9%		
Forestry	204,469	208,959	194,467	219,560	25,093	88.6%
Public Service Enterprises	75,000	78,000	73,000	78,190	5,190	93.4%
Reserves	152,506	320,673	-	0	0	
Transfer	35,000	60,000	-	82,625	82,625	0.0%
Total Expenditures	17,474,002	18,022,489	16,475,854	19,396,160	2,920,306	84.9%
Net Income	578,126	25,366	1,336,408	(820,522)	(2,156,929)	

**DRAFT RESOLUTION TO
AMEND 2023 FUND 01 BUDGET**

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

WHEREAS, recent review of expenditures by the finance director and department heads have compiled a list of accounts with both available funds from spending less than anticipated and other accounts where expenses exceeded the original budget, and

WHEREAS, the anticipated net result is a reduction of spending, a savings of approximately \$130,000.

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

That the 2023 budget be amended as listed on the spreadsheet below to reduce budget amounts from available accounts, add budget amounts to over budget accounts, and place the net savings in Contingency [01-51-81-86].

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

ADOPTED December 19, 2023

CITY CLERK

APPROVED December 19, 2023

MAYOR

**Watertown
Budget Busters - 2023**

Revision: 12/06/23

Section 3, Item L.

Acct	Division	Name	Available	Over Bdgt	Dept Net	
01-51-11-20	Common Council	Official Publications	3,000			Under spent
01-51-11-26	Common Council	Codification of Muni Code		6,830	(3,830)	Substantial # of 2022 updates
01-51-21-18	Municipal Court	Supplies & Expense	500		500	Under spent
01-51-31-24	Mayor	Travel	800			Under spent
01-51-31-36	Mayor	Health Insurance		3,300	(2,500)	Under allocated
01-51-40-18	Finance	Office Supplies	250			Move to Dues
01-51-40-22	Finance	Dues, Fees & Subscrpts		250		Move fr Offc Suppl
01-51-40-23	Finance	Weights & Measures	2,800			WI rate doesn't change until 2024
01-51-40-36	Finance	Health Insurance	35,000			Not needed
01-51-40-38	Finance	Dental Insurance	1,400		39,200	Not needed
01-51-41-10	Elections	Salaries	4,500			Not needed
01-51-41-11	Elections	Training	2,500			Not needed
01-51-41-18	Elections	Supplies & Expense		2,000		New ballot envelopes
01-51-41-34	Elections	Social Security		700		Tax alloc wasn't incl in bdgt
01-51-41-35	Elections	Medicare		160	4,140	Tax alloc wasn't incl in bdgt
01-51-60-20	Human Resources	Computer Suppl/Software	2,500		2,500	Changed timing of ApplPro invoice
01-51-61-16	City Attorney	Additional Legal Exp		30,000		Actl in excess of Bdgt
01-51-61-18	City Attorney	Supplies	2,000			Available
01-51-61-38	City Attorney	Dental Insurance	300			Available
01-51-61-42	City Attorney	Witness Fees		300	(28,000)	Actual over budget
01-51-62-40	Special Legal Fees	Legal Fees	2,000		2,000	Unnecessary to separate fr 01-51-61-16
01-51-71-14	Municipal Building	Overtime		500		Actl in excess of Bdgt
01-51-71-18	Municipal Building	Supplies & Expense		5,000		Actl in excess of Bdgt plus anticipated
01-51-71-20	Municipal Building	Repairs		6,000		Actl in excess of Bdgt plus anticipated
01-51-71-30	Municipal Building	Electric		10,000		Actl in excess of Bdgt plus anticipated
01-51-71-60	Municipal Building	Capital Outlay		6,400	(27,900)	Actl in excess of Bdgt
01-51-81-50	Miscellaneous	Unemployment	13,000		13,000	Not needed
01-51-84-11	Media & Communications	PT Wages	1,250			Not needed
01-51-84-18	Media & Communications	Supplies		800		Actl in excess of Bdgt plus anticipated
01-51-84-20	Media & Communications	Repairs	500			Moving to afford overage
01-51-84-22	Media & Communications	Dues & Subscriptions		1,000		Actl in excess of Bdgt plus anticipated
01-51-84-24	Media & Communications	Travel	800			Moving to afford overage
01-51-84-36	Media & Communications	Health Insurance	12,000			Not needed
01-51-84-60	Media & Communications	Capital Outlay		2,400	10,350	Actl in excess of Bdgt
01-51-86-10	IT	Salaries	4,000			Savings due to vacancy
01-51-86-18	IT	Supplies	1,000			Moving to afford overage
01-51-86-20	IT	Repairs	1,000			Moving to afford overage
01-51-86-21	IT	E-Waste Recycling	600			Moving to afford overage
01-51-86-24	IT	IT Education/Travel	250			Moving to afford overage
01-51-86-33	IT	WI WRS	300			Savings due to vacancy
01-51-86-34	IT	Social Security	300			Savings due to vacancy
01-51-86-35	IT	Medicare	80			Savings due to vacancy
01-51-86-36	IT	Health Insurance	12,500			Savings due to vacancy
01-51-86-44	IT	Software Support		46,300		Conversion to O365, cloud backup
01-51-86-60	IT	Capital Outlay	2,200		(24,070)	Savings due to vacancy
01-51-95-33	Employee Programs	WI WRS		800		Related to Award Program
01-51-95-34	Employee Programs	Social Security		600		Related to Award Program
01-51-95-25	Employee Programs	Medicare		150		Related to Award Program
01-51-95-45	Employee Programs	Best Flex Section 125	900			Not needed
01-51-95-53	Employee Programs	Award Program	900		250	Reallocate to tax accounts
01-51-98-20	Other Government	Bad Debt		2,235	(2,235)	Actl in excess of Bdgt
01-51-11-10	Police	Salaries	80,000			Not needed
01-52-11-14	Police	Overtime		40,000		Actl in excess of Bdgt plus anticipated
01-52-11-15	Police	Overtime- Training		3,000		Actl in excess of Bdgt plus anticipated
01-52-11-16	Police	Auxiliary Salaries		8,000		Actl in excess of Bdgt plus anticipated
01-52-11-17	Police	Outside Services	5,000			Moving to afford overage
01-52-11-20	Police	Maintenance Contracts		40,000		Actl in excess of Bdgt plus anticipated
01-52-11-26	Police	Equip Maint	2,500			Moving to afford overage
01-52-11-36	Police	Health Insurance	100,000			Not needed
01-52-11-40	Police	Fuel		12,000		Actl in excess of Bdgt plus anticipated
01-52-11-41	Police	DARE Education		1,050		Actl in excess of Bdgt
01-52-11-44	Police	Vehicle Repair/Maint	5,000			Moving to afford overage
01-52-11-45	Police	Parking Enforcement		500		Actl in excess of Bdgt
01-52-11-49	Police	Towing		1,000		Actl in excess of Bdgt plus anticipated

Acct	Division	Name	Available	Over Bdgt	Dept Net	
01-52-11-55	Police	Crime Prevention		1,200	85,750	Actl in excess of Bdgt plus anticipated
01-52-12-10	Crossing Guards	Salaries	5,000		5,000	Not needed
01-52-13-14	Dispatch	Overtime		12,000		Actl in excess of Bdgt plus anticipated
01-52-13-15	Dispatch	Overtime- Training		1,000		Actl in excess of Bdgt
01-52-13-56	Dispatch	Training		500		Actl in excess of Bdgt
01-52-13-60	Dispatch	Capital Outlay	1,500		(12,000)	Not needed
01-52-31-10	Fire	Salaries	160,000			Not needed
01-52-31-14	Fire	Overtime		57,000		Actl in excess of Bdgt plus anticipated
01-52-31-19	Fire	Hiring Expenses		3,000		Actl in excess of Bdgt
01-52-31-20	Fire	Equipment Repairs		4,000		Actl in excess of Bdgt plus anticipated
01-52-31-28	Fire	Computers & software		6,500		Actl in excess of Bdgt plus anticipated
01-52-31-32	Fire	Telephone	3,000			Not needed
01-52-31-41	Fire	Tires	1,000			Moving to afford overage
01-52-31-42	Fire	Apparatus Maintenance		71,000		Engine replacement
01-52-31-44	Fire	Office Supplies		800		Actl in excess of Bdgt
01-52-31-56	Fire	EMS Billing		32,000		Actl in excess of Bdgt plus anticipated
01-52-31-59	Fire	Safety Equipment		2,700	(13,000)	Actl in excess of Bdgt
01-52-41-10	Building Inspection	Salaries		19,500		Move fr PT Wages
01-52-41-16	Building Inspection	PT Salaries	19,500			Move to Wages
01-52-41-18	Building Inspection	Supplies & Expense	1,000			Move funds for PC purchase
01-52-41-20	Building Inspection	Repairs/Gas		2,300		Actl in excess of Bdgt plus anticipated
01-52-41-22	Building Inspection	Dues, Fees & Subscripns	1,000			Not needed
01-52-41-60	Building Inspection	Capital Outlay		1,000	(1,300)	PC purchase
01-52-51-02	Emergency Govt	Siren Maintenance		2,860	(2,860)	Actl in excess of Bdgt
01-53-12-18	Health	Supplies	1,800			Not needed
01-53-12-26	Health	Maintenance Contracts		1,800	-	Actl in excess of Bdgt
01-54-09-13	City Planning	Contract Planning Services	2,000		2,000	Not needed
01-54-10-18	Engineering	Supplies	750			Not needed
01-54-10-22	Engineering	Dues, Fees & Subscripns	500			Not needed
01-54-10-24	Engineering	Travel	1,000			Not needed
01-54-10-40	Engineering	Computer Suppl/Software	1,250			Not needed
01-54-10-45	Engineering	Car Repairs/Gas		1,000	2,500	Actl in excess of Bdgt
01-54-11-12	Machinery/Equipment	Main Shop Tools	900		900	Not needed
01-54-12-18	Street Garage	Supplies	1,000			Not needed
01-54-12-20	Street Garage	Repairs	2,500			Not needed
01-54-12-28	Street Garage	Fuel	1,000			Not needed
01-54-12-30	Street Garage	Electric		8,000	(3,500)	Actl in excess of Bdgt plus anticipated
01-54-24-20	Traffic Control	Repairs	2,000		2,000	Not needed
01-54-31-14	Street Maintenance	Overtime	10,000			Not needed
01-54-31-18	Street Maintenance	Supplies		2,500		Actl in excess of Bdgt plus anticipated
01-54-31-19	Street Maintenance	Saw Blades	1,000			Not needed
01-54-31-34	Street Maintenance	Social Security	7,500			Not needed
01-54-31-35	Street Maintenance	Medicare	1,500			Not needed
01-54-31-59	Street Maintenance	Safety Equipment		5,000	12,500	Actl in excess of Bdgt plus anticipated
01-54-35-19	Snow & Ice Control	Plow Blades	2,500		2,500	Not needed
01-54-41-18	Signs & Markings	Supplies	3,500		3,500	Not needed
01-54-42-30	Street Lighting	Electric		100,000	(100,000)	Budget was lowered hoping for LED savings
01-54-53-28	Airport	Fuel	2,500			Not needed
01-54-53-30	Airport	Electric	900			Not needed
01-54-53-36	Airport	Mowing		1,250	2,150	Actl in excess of Bdgt
01-55-20-14	Rec Admin	Overtime		400		Actl in excess of Bdgt
01-55-20-17	Rec Admin	Contract Services		1,000		Actl in excess of Bdgt
01-55-20-24	Rec Admin	Travel	500			Not needed
01-55-20-28	Rec Admin	Fuel		5,000		Acct missed when consolidating dept accts
01-55-20-30	Rec Admin	Electric		20,000		Acct missed when consolidating dept accts
01-55-20-31	Rec Admin	Water		2,000		Acct missed when consolidating dept accts
01-55-20-36	Rec Admin	Health Insurance	40,000			Not needed
01-55-20-38	Rec Admin	Dental Insurance	1,400		13,500	Not needed
01-55-21-14	Recreation	Overtime		600		Actl in excess of Bdgt
01-55-21-16	Recreation	PT Wages		21,700		Actl in excess of Bdgt
01-55-21-33	Recreation	WI WRS		400		Actl in excess of Bdgt
01-55-21-34	Recreation	Social Security		1,400		Actl in excess of Bdgt
01-55-21-35	Recreation	Medicare		300	(24,400)	Actl in excess of Bdgt
01-55-22-14	Outdoor Pool	Overtime		600		Actl in excess of Bdgt
01-55-22-16	Outdoor Pool	PT Wages	18,000			Not needed
01-55-22-17	Outdoor Pool	Service Contracts		1,000		Actl in excess of Bdgt

Acct	Division	Name	Available	Over Bdgt	Dept Net	
01-55-22-18	Outdoor Pool	Supplies		1,000		Actl in excess of Bdgt
01-55-22-20	Outdoor Pool	Repair	5,000			Not needed
01-55-22-28	Outdoor Pool	Fuel	1,400			Not needed
01-55-22-31	Outdoor Pool	Water	2,000			Not needed
01-55-22-32	Outdoor Pool	Telephone		250		Actl in excess of Bdgt plus anticipated
01-55-22-40	Outdoor Pool	Chemicals	15,000			Not needed
01-55-22-46	Outdoor Pool	Concession Supplies		2,600	35,950	Actl in excess of Bdgt
01-55-23-16	Indoor Pool	PT Wages	20,000			Not needed
01-55-23-17	Indoor Pool	WUSD Maint Staff	35,000			Not needed
01-55-23-18	Indoor Pool	Supplies	2,000			Not needed
01-55-23-20	Indoor Pool	Repairs	2,500			Not needed
01-55-23-28	Indoor Pool	Fuel	7,500			Not needed
01-55-23-30	Indoor Pool	Electric	15,500			Not needed
01-55-23-31	Indoor Pool	Water	5,500			Not needed
01-55-23-32	Indoor Pool	Telephone	350			Not needed
01-55-23-34	Indoor Pool	Social Security	1,000			Not needed
01-55-23-35	Indoor Pool	Medicare	250		89,600	Not needed
01-55-41-14	Park	Overtime	3,000			Not needed
01-55-41-18	Park	Supplies		6,500		Actl in excess of Bdgt plus anticipated
01-55-41-20	Park	Repairs	4,000			Not needed
01-55-41-28	Park	Fuel		1,700		Actl in excess of Bdgt plus anticipated
01-55-41-41	Park	Fertilizers & Herbicides	3,000			Not needed
01-55-41-42	Park	Equipment Repairs		4,000		
01-55-41-50	Park	Staff Training	750			Not needed
01-55-41-59	Park	Safety Equipment		5,000	(6,450)	Actl in excess of Bdgt plus anticipated
01-56-11-20	Forestry	Repairs		250		Actl in excess of Bdgt
01-56-11-24	Forestry	Cont Education	500			Not needed
01-56-11-26	Forestry	Annl Bucket Truck Insp	2,000		2,250	Not needed
01-51-81-56	Miscellaneous	Contingent	50,000		-	New Balance = \$148,195
			773,880	643,885	79,995	
				(129,995)		Net additional expenses (after Cont and adjustments)
01-41-11-31	Taxes	Taxes fr Water Utility		150,000		Reduced mill rate 2022
01-41-11-49	Taxes	Interest on Taxes	5,900			Actl in excess of Bdgt
01-43-61-00	Law & Order Violations	Court Penalties	21,000			Actl in excess of Bdgt
01-44-12-12	General Gov't Charges	Sale of City Owned Misc Items				Possible sale of FD radios?
01-44-40-20	Public Works	Parking Enforcement	16,000			Actl in excess of Bdgt
01-44-62-30	Recreation	Aquatic Center Revenue		22,400		Less than Bdgt
01-44-62-32	Recreation	Indoor Pool Revenue	8,500			Actl in excess of Bdgt
01-48-11-00	Interest	Interest Income	500,000			Rebound of Invstmnt Accts, incr int inc
01-48-61-10	Sale of City Assets	Sale of Indstrl Property	131,617			Horseshoe Rd sale of property
		Increases in Revenue	683,017	172,400		
				510,617		Net additional revenue projected
				640,612		Net impact
				(781,611)		2023 Budgeted Loss
				(140,999)		2023 Projected Loss

To: Finance Committee
From: Mark Stevens
Date: December 6, 2023
RE: Purchasing Policy Update

I have made the following updates on the purchasing policy revision from the November 13 committee discussion:

- Replaced “bi-annual” (twice a year) with “biennial” (every two years) [Sections 2.0 & 3.1]
- Changed the “purchases less than \$1,000” tier to “less than \$2,000” [Sections 3.0, 3.1, 3.2] to be consistent with the expectations of competitive bidding [Section 2.0]
- Replaced first sentence in Credit Card Purchases [Section 4.6]
 - Former: The City maintains credit card accounts that may be used when it is impractical or inefficient to follow the normal payment process.
 - Replacement: The City recognizes the use of credit cards to be an appropriate and useful means of making payment for a variety of types of purchases (travel expenses, online purchases, time-sensitive).
- Tightened the ability of a department head to make emergency purchases without interaction from the mayor and/or finance director (Section 6.1)

Suggested change:

For emergency purchases, the Department Head should take the following steps:

- If an emergency purchase is needed, alert the Mayor and/or Finance Director and obtain approval prior to making the purchase.
- A purchase requisition form and a written explanation of the emergency must be prepared and forwarded to the Finance Director and Mayor within two working days after making the purchase.

TITLE: **PURCHASING POLICY DRAFT- 231206**
SOURCE: FINANCE COMMITTEE

EFFECTIVE DATE: JANUARY 1, 2024
REVISION DATE:

1.0 GENERAL POLICY AND OBJECTIVES

The purchase of goods and services is a central function of the City of Watertown. A fair, efficient, and accountable purchasing process is vital to providing quality services and maximizing the value obtained for taxpayer dollars. It is the responsibility of all City employees and elected officials to ensure that purchases are made with a commitment to ethical procurement practices and cost-effective purchasing. The procedures outlined in this policy are intended to provide an effective and efficient means of meeting these goals:

- To create a competitive, fair and ethical purchasing process that will ensure that the maximum value is obtained for every dollar expended
- To allow the City to obtain quality goods and services that will allow for the provision of programs in a timely and effective manner
- To establish a standardized purchasing process that will promote equity and efficiency
- To provide adequate budgetary and cost controls
- To conduct all purchasing in a manner which ensures equal opportunity and non-discrimination
- To support local businesses whenever possible
- To ensure that the entire purchasing process meets the highest ethical standard without conflict of interest or the appearance of impropriety

1.2 DEFINITIONS

Sole Source – An item shall be considered sole source if there is only one vendor that supplies the item and there is no equivalent substitute. Items that are made by one manufacturer but sold through multiple vendors are not to be considered sole source.

Informal Quote – An informal quote may be obtained verbally or by examining published prices. When soliciting an informal quote, the department should maintain documentation of when it was obtained (keep until the end of following calendar year).

Estimate – An approximate calculation or judgment of the cost of a product or service. Estimates are to be sought when a department submits a capital improvement project in the annual budget.

Request for Estimate (RFE) – A document produced by the City when seeking an estimate when deliverables are commodities for which there are clear specifications and when price will be the primary determining factor. Soliciting a price estimate is primarily for budget proposal creation or comparison purposes, not a formal bid for work.

Formal Quote – A formal quote must be supplied in writing. Formal quotes may be received by letter, fax, or email. Documentation of the quote should be maintained throughout the purchasing process and kept until the end of following calendar year.

Formal Bid – A formal bid process requires that vendors provide sealed bids prepared in response to specifications provided by the City. The bids should be opened publicly and the documentation should be maintained throughout the purchasing process.

Request for Proposal (RFP) – A document produced by the City when seeking a quote or bid when deliverables are not explicitly defined or when other selection criteria will be used in addition to price, such as the quality of the vendor (“qualified submitter”).

Surplus Property - City property may be declared surplus when it is no longer necessary, practical, or economical to be retained by the City.

1.3 ROLES

City Council – Approves the City budget, which allocates funds for all purchases. Council approval is required to approve any changes that alter fund balance, authorize borrowing, acquire property, or to approve new programs.

Mayor – Annually presents a budget proposal to the Council. The Mayor is authorized to sign contracts to purchase items or services on the City’s behalf provided they are included in the annual budget. No contract shall be executed on the part of the City until the Finance Director has reviewed it to ensure that sufficient funds are available to meet the expense and the City Attorney has reviewed as to approved form.

Finance Committee – Approves purchases of materials, equipment, and services \$50,000 or more when no other appropriate standing committee exists. The Finance Committee recommends budget adjustments that impact more than one department and budget amendments to the City Council.

Public Works Committee – According to state statute 62.15(1), “All public construction, the estimated cost of which exceeds \$25,000, shall be let by contract to the lowest responsible bidder; all other public construction shall be let as the council may direct.” The Public Works Committee oversees the process of approving the award of public construction contracts in accordance with this statute. Public construction includes capital improvements such as street reconstruction, stormwater facilities, and municipal buildings.

Finance Director – Oversees all City purchasing and monitors compliance with the City purchasing policy. Approves purchases of materials, equipment, and services in excess of \$10,000 and less than \$50,000. The Finance Director may approve budget adjustments contained within a department. Notification shall be provided to the Mayor and Finance Committee of all department budget adjustments. This position is authorized to sign contracts of up to \$25,000 on the City’s behalf. The Finance Director monitors expenditures in comparison to budgeted levels and provides periodic analysis of General Fund income statement to Finance Committee.

Department Heads – Department Heads or their designees are responsible for making necessary purchases for their departments within the confines of the City purchasing policy and approved budget. They are also responsible for receiving items and verifying that the terms of the purchase have been completed. **Department Heads are authorized to make purchases up to \$10,000** if the item does not require a budget amendment.

City Employees – Make purchases and receive items with the approval of their Department Head. All employees who are authorized to make purchases are responsible for following the City's purchasing policy and ensuring that purchases are made under the highest ethical standard.

2.0 COMPETITIVE PRICING

It is the policy of the City to obtain the highest quality goods and services at the lowest price by following a competitive purchasing process. It is City policy to obtain bids or proposals from at least three different vendors to ensure that competitive pricing is demonstrated. Exceptions to this requirement are allowed when it is in the best interest of the City. Exceptions include:

- Purchases for which there is only one or two suppliers [sole source products] (e.g., Warranty work requiring specific service provider, business trained and equipped for make/model of equipment needing repair)
- Emergency purchases and repairs covered by insurance proceeds
- **Purchases under \$2,000 from a supplier that has offered the best price and quality for routine purchases based on periodic bids/proposals solicited by the City at least biennially. The Finance Director will take the lead in researching and soliciting proposals for items that are used by multiple departments.**
- Purchases made from the state bid list or competitively solicited cooperative contracts (e.g., Sourcewell)
- Committee approval of using a single vendor where department has a long-standing history of using the product where switching products complicates operations or maintenance (e.g., fire hydrants, manhole castings)
- **Certain professional services where the Mayor has waived the competitive bid requirement due to the quality of the firm and the service to be provided. Quotes from various vendors should be obtained periodically and should be one of the factors in selecting the vendor to perform the service.**

2.1 TAXPAYER BENEFIT POLICY

Pursuant to resolution #8443, that with respect to every expense constituting a purchase of any good or service that is not subject to Wis. Stats. 62.15(1), wherein, additionally, such expenditure to result from the purchase is within budget authorization, and otherwise conforms to the procedures in this policy, the competitive bidding, award, and all procedures administered in connection therewith shall conform as follows when one or more local businesses participate in the competitive process:

1. **Include in the bid solicitation and any other procurement document or communication notice in substantially the following form: "It should be noted that the City of Watertown has a local bidder benefit policy, the details of which may be obtained from the Finance Department."**

The policy, generally known as the Taxpayer Benefit, will be used in the evaluation of bids or quotes, along with unit costs to be applied under the formula described below.

2. On the bid or quote summary for each local business competitor, list first the base bid or quote amount. On a separate line item labeled "Taxpayer Benefit" list, a discounted amount of the local competitor's base bid or quote is then deducted to establish the cumulative total for bid or quote comparison amount.

- For competitive bids or quotes under \$5,000, the Taxpayer Benefit deduction shall be 2% of the local competitor's base bid or quote.
- For competitive bids or quotes of \$5,000 or more, the Taxpayer Benefit deduction shall be 1.5% of the local competitor's base bid or quote.
- Where one or more local businesses are competing for the successful bid or quote, the lowest responsible bid or quote shall prevail.
- When a local business competes with a non-local business in a bid or quote process, the lowest responsible bid or quote shall prevail, after the Taxpayer Benefit deduction has been applied.

If two or more bids are in the same amount or unit price, quality, service, and other factors deemed relevant being equal, the contract shall be awarded to a bidder whose principal place of business is located within the City limits, if any. If there is not a City of Watertown bidder, the Department Head should award the contract to one of the tie bidders by coin toss open to public viewing.

2.2 REJECTION OF BIDS

Department Heads have the authority to reject bids, parts of bids, or all bids, where the public interest will be served. In all cases, the Department Head has the authority to re-advertise and re-bid any proposed purchase or to reject all bids and to negotiate a purchase directly with any supplier if this procedure is deemed most advantageous to the City.

2.3 BIDDERS IN DEFAULT

A Department Head should not accept the bid of any supplier for goods or services more than \$50,000 who is in default or delinquent in the payment of taxes, licenses, forfeitures, or any other moneys whatsoever due the City. Such information should be obtained from the Finance Director.

2.4 VENDOR SELECTION CRITERIA

In addition to price, Department Heads may consider the following factors in selecting the acceptable bid, proposal, or quotation:

- 1 The ability, capacity, and skill of the vendor to perform the contract or provide the service required
- 2 Whether the vendor can perform the contract or provide the service promptly, or within the time specified, without delay or interference
- 3 The experience and efficiency of the vendor
- 4 The quality of performance of previous contracts or services by the vendor
- 5 The previous and existing compliance by the vendor with laws and ordinances relating to the contract or service

- 6 The sufficiency of the financial resources and ability of the vendor to perform the contract or provide the service
- 7 The quality, availability and adaptability of the supplies or contractual services to the particular use required
- 8 The ability of the vendor to provide future maintenance and service for the use of the subject of the contract
- 9 The number and scope of conditions attached to the bid, proposal, or quotation

3.0 PURCHASING PROCESS REQUIREMENTS

The process for making purchases varies depending on the total cost of the purchase. The intentional staggering of purchases as well as dividing purchases and/or contracts to consciously evade this policy is strictly prohibited. Any employee found to be in violation of this policy will be subject to disciplinary action, up to and including termination of employment.

Purchase Cost	Authority Required	Purchasing Process	Competitive Requirement
Less than \$2,000	Department Head or Designee	Department Approval	Periodic Quotes or 2 Informal Quotes
Over \$2,000 and less than \$10,000	Department Head or Designee	Department Approval	3 Informal Quotes
Over \$10,000 and less than \$50,000	Finance Director	Purchase Requisition	3 Formal Quotes
Public Construction Over \$25,000	Public Works Committee	Memo	Formal Bid Process
\$50,000 and more	Finance Committee	Committee Presentation and Contract or Purchase Requisition	3 Formal Quotes or Formal Bid Process

3.1 PURCHASES LESS THAN \$2,000

Purchases under \$2,000 may be made with the approval of City Department Heads or their designees. Whenever possible, at least two informal (verbal) price quotations must be obtained prior to making the purchase. Quotations are not required for items purchased from a vendor that has offered the best price and quality on a category of items based on periodic bids/proposals solicited by the City at least biennially.

3.2 PURCHASES OF AT LEAST \$2,000 AND LESS THAN \$10,000

Purchases of at least \$1,000 and less than \$10,000 may be made with the approval of City Department Heads or their designees. Department staff are responsible for obtaining and documenting at least three informal (written) price quotations for the proposed purchase. This information is provided to the Department Head. The Department Head reviews the request to determine compliance with the budget and purchasing policy. If the selected vendor does not offer the lowest price, the request should include an explanation of why another vendor is recommended.

Capital Outlay: non-recurring purchases in General Fund [01] that aren't part of ongoing regular expenses (e.g. laptop, furnishings, facilities repair).

Equipment, supplies, or repairs more than \$5,000 per item/event will be considered a potential capital asset and should be budgeted as part of a departments' Capital Outlay budget (account ending in -60).

Capital Improvement: additions, improvements, modifications, or renovations of a property that increases its value or prolongs its useful life; buildings, equipment, machinery, vehicles.

Assets with an acquisition cost of at least \$20,000 and an expected useful life of at least five years are typically acquired through the Capital Borrow Fund [05].

3.3 PURCHASES OF AT LEAST \$10,000 AND UNDER \$50,000

Purchases of at least \$10,000 and less than \$50,000 require the prior approval of the Finance Director or his or her designee. The Finance Director may also require that the purchase go through a Request for Proposal (RFP) process or a formal bid process.

Department Heads or their designees are responsible for obtaining and documenting at least three formal (written) price quotations for the proposed purchase. This information is provided to the Finance Director along with a Purchase Requisition that should include the vendor selected, a description of the item, and the account number where it was budgeted. If the selected vendor does not offer the lowest price, the request should include an explanation of why another vendor was chosen.

The Finance Director reviews the request to determine compliance with the City's budget and purchasing policy. If approved, the Finance Department will issue a purchase order to the department. This purchase order should be used when making the purchase and the purchase order number must be entered into miViewPoint when it is submitted for payment.

3.4 PUBLIC CONSTRUCTION PROJECTS OF \$25,000 AND OVER

Public construction projects with an estimated cost between \$5,000 and \$25,000 require a class 1 notice prior to execution of the contract.

Public construction projects with an estimated cost greater than \$25,000 require approval of the Public Works Committee and must be let by contract to the lowest responsible bidder as required in Wisconsin State Statute 62.15(1). Also, per statute 62.15, the City Council may by a three-fourths vote provide by ordinance that any class of public construction project may be done directly by the City without submitting the project for bids.

The Mayor may waive the bid or RFP requirement for professional services if he or she determines that it is in the City's best interest. The justification for waiving the bid or RFP process should be presented to the Public Works Committee prior to their action to approve or deny the purchase.

Department Heads or their designees are responsible for conducting the public bid (prepare bid package, provide public notice and advertisement, conduct public bid opening, prepare bid tabulation report) or RFP process and providing the results to the Public Works Committee. If a contract is required, the department will work with the City Attorney to draft a contract for signature by the Mayor. The Finance Director will review the information to ensure compliance with the City's budget and purchasing policy.

3.5 PURCHASES OF \$50,000 AND OVER

All purchases of materials, equipment, and services more than \$50,000 require the approval of the Finance Committee prior to completing the purchase or signing the contract. The City requires an RFP or bid process for purchases of this size.

The Mayor may waive the RFP or bid requirement for professional services if he or she determines that it is in the City's best interest. The justification for waiving the bid or RFP process should be presented to the Finance Committee prior to their action to approve or deny the purchase.

Department Heads or their designees are responsible for conducting the public bid (prepare bid package, provide public notice and advertisement, conduct public bid opening, prepare bid tabulation report) or RFP process and providing the results to the appropriate standing committee. The department is required to prepare a memo listing the proposals received, which vendor is recommended and why, the budgeted amount for the item and any additional costs that may be incurred. If the selected vendor does not offer the lowest price, the request should include an explanation of why another vendor was chosen.

With a positive recommendation from the standing committee, the Department Head will place the item on an upcoming Finance Committee agenda and prepare a Purchase Requisition that includes the vendor selected, a description of the item, and the account number where it was budgeted. The Finance Director will review the information to ensure compliance with the City's budget and purchasing policy. If approved by the Finance Committee, the Finance Department will issue a purchase order to the department. This purchase order should be used when making the purchase and the purchase order number must be entered into miViewPoint when it is submitted for payment.

If a contract is required, the department will work with the City Attorney to draft a contract (see Section 7) for signature by the Mayor.

4.0 PURCHASE CHARGES AND METHODS

4.1 SHIPPING AND FREIGHT CHARGES

It is the policy of the City to avoid paying shipping charges whenever possible. If the City is to pay shipping charges, it must be billed at the time of invoicing. Department Heads, when obtaining price quotations, should inquire into applicable freight charges. Any charges to be paid by the City will be regarded as part of the price quotation when selecting the successful bidder. Unless otherwise stated in the "notice of call for bids", all formal bid proposals shall include freight and delivery charges, if any.

4.2 DISCOUNTS

It is the City's policy to take advantage of vendor discounts for prompt payment whenever possible to minimize the cost of a purchase. Department Heads are responsible for determining if discounts are available and for working with the Finance Department to obtain the lowest price. Some vendors offer discounts for prompt payment. When possible, Departments can aid the City by approving invoices and submitting them for payment expeditiously.

4.3 SALES TAX EXEMPTION

The City is exempt from paying city, county and state sales tax. Purchasers have the responsibility to inform vendors of tax-exempt status at the time of purchase. Completed tax exempt forms are available from the Finance Director. Invoices received by the City that include sales tax will be amended by reducing the amount of sales tax prior to payment. Any person seeking reimbursement for a City purchase that includes sales tax shall not be reimbursed for the sales tax portion of the purchase, absent extenuating circumstances approved in writing by the Mayor.

4.4 COLLECTIVE PURCHASING

Cooperative purchasing arrangements can result in significant savings by pooling purchasing power. It is the City's policy to utilize collective purchasing between City departments or with other units of government when savings can be obtained without sacrificing the quality or availability of the product or service.

The Finance Department shall have the authority to analyze the desirability of cooperative purchasing arrangements and make recommendations to the Administration. The City Council encourages cooperative purchasing but maintains the right to reject any such arrangements with other units of government.

4.4 RECEIVING AND INSPECTING ITEMS

Department Heads, or their designees, are responsible for receiving and inspecting all deliveries to their departments to ensure that items received conform to the specifications and quantities set forth in the purchase order. All deliveries should be thoroughly inspected to ensure that materials are received in satisfactory condition. If there are any discrepancies, the Department Head or designee should contact the vendor and resolve the issue before submitting the invoice for payment. When items are sent in multiple shipments, the department should clearly indicate which items have been received and accepted when approving the invoice for payment.

4.5 SUBMITTING INVOICES FOR PAYMENT

Once department staff have verified that the purchased items have been received in a satisfactory condition, the original invoice should be scanned and entered in miViewPoint (Caselle invoice entry portal) by Department staff for authorization routing to Department Heads and Finance Department staff before payments will be processed.

It is the City's policy not to pay from statements or copies of invoices. If it is not possible to obtain an original invoice, a faxed or emailed copy may be used if the Department Head verifies that the vendor has not already been paid for the item. If it is not possible to obtain an invoice, a Check Request Form

should be completed that includes vendor name and ID number, a description of the item purchased, and attach any supporting documentation. This form must be signed by the Department Head.

The Finance Department processes checks and issues payments to vendors. The cut-off dates for payment submission will be provided by the Finance Department (typically each Friday) for checks to be processed the following week (typically each Tuesday). At each first regular City Council meeting of the month, a list of all payments made in the prior month will be provided.

All final retainage payments for construction projects will be held until they have been presented to the City Council for approval.

If a Council Member has concerns regarding payments to a particular vendor or class of vendors, he or she may request to review pending payments. Information would then be sent to all Council Members for a specified period to provide comments. If no comments are received during this period, the item may be released for payment. However, if an objection is raised during the comment period, the payment in question shall be held until the next regular City Council meeting.

4.6 CREDIT CARD PURCHASES

The City recognizes the use of credit cards to be an appropriate and useful means of making payment for a variety of types of purchases (travel expenses, online purchases, time-sensitive). Credit cards may be issued to City employees at the request of a Department Head through the Finance Director. Approved employees will be required to read, acknowledge, and sign a Credit Card Use Agreement.

Purchases made with credit cards **must follow the normal competitive pricing guidelines and require the same approval process.** Purchases made on a credit card are still eligible for sales tax exemption (purchaser is responsible for providing tax exempt certificate at the time the charge is incurred).

Acceptable credit card uses:

1. Payment for goods and services at businesses where invoicing is not available
2. Online purchases
3. Payment of purchases where there is no additional fee to pay with a credit card
4. Lodging (*registering in advance and paying upon departure*)
5. Travel: flights, car rentals, taxis, ride-share services, parking
6. Registration fees for conferences and training seminars
7. Meal costs:
 - Costs must follow the standards established in the City's Travel Guidelines in the Employee Handbook
 - Group meetings where the City is paying must receive prior approval of the Mayor
 - Tips up to the limit set by the travel policy in the employee handbook. A tip that is in excess of the allowed amount should be left by the employee in cash and will not be recoverable from the City as a valid expense.
 - Employees do not need to obtain tax exemption for individual meals or groups up to three people. Groups over three should try to obtain the tax-exempt status.

Unacceptable credit card uses:

1. Tips except as part of an approved meal cost
2. Personal purchases of any kind

3. Cash advances
4. Purchases of gift cards

If an unauthorized charge occurs, if a meal purchase exceeds an amount allowed by the City's Travel Guidelines, or if a good faith attempt to receive a sales tax exemption is not made, the employee must immediately reimburse the difference beyond the allowable amount to the Finance Director.

After making a credit card purchase, receipts or other supporting documentation should be maintained by the cardholder. When the monthly credit card statement is issued, Finance Department staff will distribute the statement to all Department Heads and their designees. The cardholder is responsible to review charges and assemble receipts in chronological order as listed on the statement. The cardholder is to submit a signed attestation of the credit card charges and associated receipts to his or her Department Head. The Department Head or designee will review and assign account numbers, the Department Head will sign the statement and then route all original documentation to the Finance Department in a timely manner. (A spreadsheet template is available to aid in the data entry of receipts.) The Finance Director will review the statements of all Department Heads. The Finance Department will complete data entry authorizations and issue an ACH payment to the credit card company prior to the statement due date. It is City practice to avoid paying any credit card finance charges.

4.7 INTERNET PURCHASES

City employees may use the Internet to make purchases if they follow normal purchasing guidelines and the same approval process. Internet purchases are not permissible in situations where a sealed bid is required. Employees should only make purchases from legitimate vendors (compliant with US regulations with good reputation in the market) and through a secure connection. Any concerns regarding the security of the information should be directed to the Information Technology Department. The IT staff will have the final authority to determine if an Internet transaction provides sufficient security.

4.8 PETTY CASH ACCOUNT

Various departments maintain petty cash accounts to expedite miscellaneous purchases and the payments of small expenses when it is not practical to follow the City's normal payment procedures (e.g. reimbursement of work permit fee). The petty cash fund should not be used to circumvent the normal purchasing process or to pay for personal services. Each department overseeing a petty cash fund should seek reimbursement of transactions through miViewPoint no less than twice a year, and always by December 10 to assign purchases to the current fiscal year. A report of the petty cash balance as of January 1 should be emailed to the Finance Director by January 10.

4.9 EMPLOYEE REIMBURSEMENTS

Generally, employees should avoid making City purchases with their own funds. If the need arises to purchase an item for the City with personal funds, the employee must submit the receipt and a Check Request Form to the Department Head no more than 28 days after purchase. This form should include a detailed listing of the items purchased and must be signed by the employee to be reimbursed and his or her Department Head. It is the responsibility of the employee making the purchase to ensure that any

available discounts are applied, and that sales tax is not included. Once entered into miViewPoint and approved, a check will be issued for the reimbursement in the next check run.

4.10 EQUAL OPPORTUNITY/NON-DISCRIMINATION

The City of Watertown endorses and actively supports equal opportunity and a nondiscrimination policy. Therefore, it shall be a City requirement that all potential bidders be provided with equal opportunity to submit bids and to compete on an equal basis for City business.

All contracts to which the City of Watertown is a party, shall contain a nondiscrimination in employment clause which provides:

“The vendor agrees that in performing under this agreement with the contracting municipality, he/she shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, national origin, handicap, or sex. The vendor further agrees that this clause will be incorporated in all contracts entered with suppliers of materials or services who may perform any such labor or services in connection with this contract.”

6.0 EXCEPTIONS TO ROUTINE PURCHASING PROCEDURES

6.1 EMERGENCY PURCHASES

Emergency purchasing procedures should be used only when normal purchasing channels are not available. Emergency purchases may be made:

- When there is need for immediate delivery of items
- To prevent delays in work or construction schedules
- When there is an immediate threat to public health or safety
- To meet emergencies rising from unforeseen causes

For emergency purchases, the Department Head should take the following steps:

- If an emergency purchase is needed, alert the Mayor and/or Finance Director and obtain approval prior to making the purchase.
- A purchase requisition form and a written explanation of the emergency must be prepared and forwarded to the Finance Director and Mayor within two working days after making the purchase.

6.2 BLANKET PURCHASE ORDERS

Blanket purchase orders are used for those vendors from whom many repetitive purchases are made as supplies are required. Rather than issue a purchase order form for each purchase, one order is issued for a specified calendar year to cover all purchases made during that period. Blanket purchase orders can be renewed each year if continuing purchasing is warranted.

When requesting the issuance of a blanket purchase order, the Department Head should obtain price quotations on representative items from at least three vendors. The Department Head should then prepare a Purchase Requisition for the Finance Director that includes:

- The vendor
- The anticipated materials, supplies, equipment to be purchased
- The anticipated number of purchases to be made under the blanket order

- The total amount budgeted for such purchases.

The Finance Department will review the request and check the budget to verify that adequate funds are budgeted and available. Based on this information, the Finance Department shall indicate approval or denial of the request. If the request is approved, the Finance Department will issue a purchase order number that should be used when ordering any items under the blanket purchase order. The Department should include this number when the invoices are submitted for payment. Before a new blanket purchase order is issued, the Department Head should obtain competitive price quotations from alternate vendors.

7.0 PROCEDURES FOR CONTRACTED SERVICES

7.1 CONTRACTS DEFINED

For purposes of this policy, “contracts” are defined as any document meeting any of the following statements:

1. Requiring signature of statutory officers of the City.
2. Expressly waiving liability of the vendor.
3. Expressing a scope of service to be performed by the vendor.
4. Placing conditions (other than payment) upon the City.
5. Contracts also include lease agreements (other than office equipment leases).
6. Memorandums of understanding (other than those with no cost to the City).

7.2 COMPETITIVE BIDDING

Department Heads must follow all competitive bidding requirements for procuring contracted services or purchases. However, a purchase order is not needed in these instances.

7.3 CONTRACT REVIEW

The contract routing form must be used to ensure proper review before any contract is signed. No contract shall be executed on the part of the City until the Finance Director has reviewed to ensure that sufficient funds are available to meet the expense and the City Attorney has reviewed as to approved form. Department Heads should submit contracts to the Finance Director as soon as possible for timely review, ideally at least two business weeks prior to the execution date. All questions about whether a document is a contract should be directed to the City Attorney prior to execution of the document.

7.4 SIGNATORIES

The signatories for the City are the Mayor and Finance Director/Treasurer [for purchases up to \$25,000], each of whom are authorized to execute the contracts without additional Council action provided the purchase is included in the annual budget and meets the guidelines of the purchasing policy. Department Heads do not have legal standing to enter contracts on behalf of the City unless expressly authorized to do so by the City Council.

8.0 PROCUREMENT FOR STATE AND FEDERAL AWARDS

8.1 RESPONSIBILITY

City of Watertown Department Heads are responsible for determining whether a purchase is allowable under the terms of any state and federal program from which their department is receiving support. The process used for procurement under terms of any state and federal program should follow the guidance of the program.

8.2 COST ALLOWABILITY FOR CHARGES AGAINST FEDERAL AND STATE AWARDS

General. All costs incurred by City of Watertown under a grant award from a U.S. federal or state agency shall be subject to the cost allowability standards articulated in OMB's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Procedure. Prior to entry into the general ledger, the department head shall determine if the nature of the expense and determine if the expense:

Allowability – meets the general requirements established in 2 CFR § 200.403(a) through §200.403(g). City of Watertown will maintain a system of internal controls over Federal expenditures to provide reasonable assurance that Federal awards are expended only for allowable activities and that the costs of goods and services charged to Federal awards are allowable and in accordance with the above referenced cost principles.

Those controls will meet the following general criteria:

- Be necessary and reasonable for the performance of the Federal award and be allocable thereto under these principles.
- Conform to any limitations or exclusions set forth in these principles or in the Federal award as to types or amount of cost items.
- Be consistent with policies and procedures that apply uniformly to both federally-financed and other activities of the city.
- Be accorded consistent treatment.
- Be determined in accordance with generally accepted accounting principles.
- Not be included as a cost or used to meet cost sharing or matching requirements of any other federally-financed program in either the current or a prior period.
- Be adequately documented.

Selected Items of Costs – is consistent with one of the allowability factors for selected items of costs articulated in 2 CFR § 200.420 through § 200.475.

Grant Budget – is consistent with the allowable expenses provided for in the grant agreement.

This procedure will be employed regardless of whether City of Watertown classifies the expense as a direct or indirect (F&A) cost. If deemed allowable, the department head shall code the expense in accordance with the account code established for the grant and submit the amount in the general

ledger. If the department head cannot establish the allowability of an expense, consultation with the Finance Director shall be required to make the determination before any cost is entered in the general ledger. If unable to be resolved by the Finance Director, City of Watertown shall seek clarification with the Federal awarding agency or pass-through agency.

If deemed ineligible for reimbursement under the Federal award, the department head will record the item to an appropriate alternative within department expense accounts.

8.3 METHODS OF PROCUREMENT

The City must follow the procurement procedures identified in 2 CFR § 200.318 through §200.327. The City must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. The City must maintain records sufficient to detail the history of procurement (rationale for method of procurement, selection of contract type, contractor selection or rejection, basis for the contract price).

1. **Micro-purchases up to \$50,000** (federal threshold established in the Federal Acquisition Regulations). The acquisition of supplies or services, the aggregate dollar amount not exceeding the micro-purchase threshold. Micro-purchases may be awarded without soliciting competitive price or rate quotations if the City considers the price to be reasonable based on research, experience, or purchase history. To the extent practicable, the City will distribute micro-purchases equitably among qualified vendors.
2. **Small Purchases for items between \$50,001 and \$250,000.** Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold (less than \$250,000). If small purchase procedures are used, price or rate quotations shall be obtained from a minimum of three qualified sources. Efforts should be made to obtain at least one bid from a small or minority-owned business, if available.
3. **Formal Procurement for purchases greater than \$250,000.** Formal procurement methods are required when the value of the procurement for property or services exceeds the Simplified Acquisition Threshold. Formal procurement methods require following documented procedures and public advertising. One of the following methods can be used:
 - a. **Sealed bids.** A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price.
 - b. **Proposals.** A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids.
4. **Noncompetitive procurement.** Also known as sole-source procurement, this may be appropriate only when specific criteria are met. Examples include when an item is available only from one source, when a public emergency does not allow for the time of the competitive

proposal process, when the federal awarding agency authorizes, or after a number of attempts at a competitive process, the competition is determined inadequate.

9.0 MISCELLANEOUS CONSIDERATIONS

9.1 GRANTS AS A REVENUE SOURCE

All potential grants and other aid shall be carefully examined for matching requirements and restrictive covenants, to ensure that our participation in such grants will be beneficial and cost-effective. Grant requests shall be reviewed by the Finance Director/Treasurer prior to the application being submitted. This review is to ensure that the grants do not create an obligation for unfunded expenditures by the City relating to the grant's purpose and to provide an overall budgetary review of the grant proposal.

Grants requiring City matching funds are to be requested from the Finance Committee prior to submission of the grant application. The Finance Committee shall approve all grant awards prior to the final acceptance of a grant.

It is the responsibility of the department to maintain application and award documents relating to each grant. A copy of the award document should be emailed to the Finance Director for the annual audit preparation.

9.2 ADDITION OF NEW VENDOR

New vendors must be approved by the Finance Department staff and created in the accounting software prior to a purchase being initiated.

9.3 INSURANCE CLAIM PROCEEDS

Purchases resulting from an accident or loss will be expended from the appropriate expenditure account. Settlement proceeds will be posted to the same expenditure account.

9.4 ETHICS

Elected officials and employees of the City shall comply with all federal, state and City ethics laws regarding conflict of interest as well as ethics regarding all purchase decisions. It shall be unethical for any City employee to participate directly or indirectly in a purchase or contract when the City employee or any member of the employee's immediate family has a financial interest pertaining to the contract or purchase unless the contract has been competitively bid or the service is highly specialized and only one supplier is available, and the employee has followed the procedures set forth in the Purchasing Policy.

Neither the City's name or any employee's name or position is to be used to endorse or support a product or vendor unless specifically authorized by the Common Council.

9.5 SURPLUS PROPERTY

City property is declared "surplus" when it is no longer necessary, practical, or economical to be retained by the City. Department Heads are responsible for identifying surplus furniture, equipment,

supplies, etc. in their departments. Items may be sold prior to end of their useful life if it is determined that it is in the City's best interest to take advantage of the current salvage value of the item. If an item is sold or donated, City employees should not receive preferential access compared to the public.

Once a Department Head has identified surplus property, he or she should determine if the item is of use to another department. If the surplus property has no further economic use to the City, the Department Head or designee shall determine the best method for sale or disposal of surplus property for which the original purchase price was under \$10,000. Such methods shall include internet postings on the Wisconsin Surplus Auction site (through Police Department) or public bid. For items with an original purchase price of \$10,001 to \$50,000, Mayor approval is required prior to disposal. The Finance Committee shall approve the method of sale or disposal of surplus property for which the original purchase price was over \$50,000. Disposal of all items with an original cost of over \$5,000 must be reported to the Finance Director for removal from insurance and the capital asset inventory.

Police unclaimed property: Watertown Police Department shall conform to Wis. Stat. secs. 66.0139 and 170.105.

Real Estate. Whenever City owned property is proposed for sale, there should be an internal review conducted by the Mayor to determine whether the City may need the parcel in the future and for what purpose. The Mayor will then prepare a report for Plan Commission for review. The Plan Commission will consider the land sale request, along with the Mayor's Report on the property, and then prepare a recommendation based on zoning or land use of the property. The Plan Commission recommendation will then be submitted to the Finance Committee who shall consider whether an appraisal is necessary, how the property may be disposed of, and then forwards a recommendation to the City Council for final action. The Mayor is responsible for carrying out the Council's actions regarding the disposition of the property. Property may be disposed of by public sale or auction, sealed bids, or by a mutual sales agreement.