



FINANCE COMMITTEE MEETING AGENDA

MONDAY, JUNE 10, 2024 AT 5:30 PM

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

Virtual Meeting Info: <https://us06web.zoom.us/join> Meeting ID: 282 485 6600 Passcode: 53098 One tap mobile +16469313860

1. CALL TO ORDER

2. REVIEW AND APPROVE MINUTES

- A. Finance Committee minutes from May 13, 2024

3. BUSINESS

- A. Provide 2025 Budget Timeline
- B. Review and take action: accept U.S. Department of Energy grant and enter into a business agreement with Energywerx
- C. Review and take action: Intergovernmental Agreement for Law Enforcement IT Services between the County of Jefferson and the City of Watertown
- D. Review and take action: Approve Revised Wisconsin Department of Transportation State Municipal Financial Agreement for Downtown Main Street Reconstruction Project
- E. Review and take possible action: approve State/Municipal Maintenance Agreement for STH 16 Bypass/E. Main Street Roundabout
- F. Review and take action: budget modification request for tornado siren
- G. Review and take possible action: approve wastewater lab manager job description and position review
- H. Review and take action: Options for filling/replacing City of Watertown Building Inspector
- I. Review and take action: Proposed adjustment to the City of Watertown Employee Handbook for general changes with revision to compensatory time payout, relations being covered under bereavement policy, specific language for regular part time employee eligibility for bereavement leave, and expanding members covered under employee sick leave
- J. Review and discuss: 2025 Health Insurance Outlook
- K. Review and discuss: status of 111 S Water Street parcel and Greywolf Partners' involvement in Watertown
- L. Review and discuss: proposed Development Agreement between the City of Watertown and the Greater Watertown Community Health Foundation for property located at 700 Hoffman Drive
- M. Convene into closed session per § 19.85(e) [Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session (Development Agreement with the Greater Watertown Community Health Foundation)].
- N. Reconvene into open session
- O. Review and take action: Approval of Development Agreement with the Greater Watertown Community Health Foundation.

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, MAY 13, 2024, AT 5:30 PM

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

Finance Committee members present: Mayor McFarland, Alderpersons Bartz, Davis, Lampe, and Moldenhauer

Others present: Finance Director Stevens, Attorney Chesebro, Park & Recreation Director Butteris (video), Fire Chief Reynen, Police Chief Brower, Andrea Peters

1. Call to order. Mayor McFarland called the meeting to order at 5:30 p.m.
2. Ald. Davis moved to approve the **minutes from the April 22 meeting**, seconded by Ald. Bartz, and unanimously approved.
3. Andrea Peters presented a list of **EMS billings that are considered uncollectible** with the request to write off the balances. Ald. Moldenhauer moved, seconded by Ald. Lampe, to approve the write-off list as presented. Unanimously approved.
4. Parks/Rec Director Butteris is requesting permission to initiate a resolution to authorize for the **application of a WI DNR Urban Forestry Inflation Reduction Act grant**. The award up to \$500,000 can be used to support objectives related to increasing access to the urban tree canopy and associated benefits. A motion was made by Ald. Davis, supported by Ald. Lampe, to approve the resolution to be forward to Council.
5. Chief Bower presented an **Intergovernmental Agreement from Milwaukee** for upcoming Law Enforcement Services for the RNC. Milwaukee PD is pursuing a grant to afford the event. If not received or inadequately funded, the City might not be reimbursed. The former chief had offered to participate a year ago, and we have a few officers that are trained as mobile force participants. Ald. Davis made a motion, seconded by Ald. Lampe, to proceed with presenting the agreement to the Council with the proviso that officers are volunteering to participate.
6. The PFC has selected a **candidate to fill the role of Fire Deputy Chief**. Chief Reynen presented a request for hiring at grade/step Q8. After some discussion, Ald. Davis moved to establish the pay for David Johnsen at G/S Q6 [\$47.63/hr]. Ald. Bartz seconded this motion. Ald. Lampe made a subsequent motion to change the rate of pay to G/S Q8, but no second was offered to support the motion. The original motion was unanimously approved.
7. Bids were distributed for the designation of an **official city newspaper**. The one bid received was from Watertown Daily Times with the rates equal to the WI DOA assigned rates, approximately 3.83% more than the prior period. Ald. Lampe, seconded by Ald. Moldenhauer, motioned to approve the resolution to move to Council for adoption; unanimously approved.
8. Ald. Bartz moved, seconded by Ald. Davis, to convene into **closed session** per § 19.85(e) considering employment, promotion, compensation, or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility (K.I.) Approved unanimously via roll call vote.
9. The committee reconvened into open session.
10. A motion was made by Ald. Lampe, supported by Ald. Moldenhauer, to approve the **hiring of Kim Italiano** as Police Community Services Officer as G/S G5 [\$24.32/hr]. Approved unanimously.

11. Finance Committee adjournment. Ald. Bartz moved, seconded by Ald. Moldenhauer, to adjourn the Finance Committee at 6:25 p.m., 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.

Watertown 2025 Budget and Tax Calculation Timeline - rev 5/1/24

Date	Participants	Activity
May 7 (LT mtg)	Leadership Team	Update Capital Improvements Projects (CIP) 5-Year Requests List
May 20	Leadership Team	CIP due to Finance Director
May 23	Leadership Team	Review CIP requests
May 31	Leadership Team	Submit requests for position additions and any dept reorganization to Mayor
June 26 (2nd FinCom mtg)	Finance Com	Initial CIP 5-Year Requests List presented
June 26 (2nd FinCom mtg)	Finance Com	Dept heads submit requests for position additions and any dept reorganization approved by Mayor to Finance Committee. (Approved changes will be sent to Carlson Dettmen for grade rating for inclusion in payroll estimates.)
June Weeks 3-4	Mayor, Finance Dir	Review & modify annual goals
July 2 (LT mtg)	Leadership Team	Review & modify annual goals
Aug 6 (LT mtg)	Leadership Team	Finance Director distributes budget submission forms with direction for creation expectations
Aug 12 (1st FinCom mtg)	Finance Com	Review annual goals, initial compensation estimates, guidance on COLA/pay table changes
Aug Weeks 2-3	Dept Head, Mayor, Finance Director	Department discussion: highlights, new initiatives, changes in process, capital outlay requests
Aug 15	WI DOR	Final equalized values, TID values, net new construction, personal property aid estimates released
Aug 26	Finance Department	Issue payroll estimates (incorporating personnel additions, pay table & COLA, known benefits changes)
Sept 3	Leadership Team	Budget submissions due to Finance Director
Sept 5	WI DOR	Levy limit worksheet is posted
Sept 13	Finance Director	Initial budget provided to Mayor
Sept 13	WI DOR	Shared Revenue estimate is posted
Sept 20	WI DOR	State certifies CPI percent change for calculation of Expenditure Restraint
Sept Week 3-4	WI ETF	Health insurance premium rates released
Sept 16-23	Mayor	Reviews and modifies budget
Sept 25	Finance Director	Initial budget distributed to Finance Com and Common Council
Oct 1	WI DOR	Expenditure restraint budget limit notice, Computer Aid, and Video Service Provider Aid released
Oct 1 (before Council mtg)	Finance Com	Mayor presents budget proposal
Oct 2-4	Finance Com	Submit questions to Dept Heads (cc Finance Director) for information to be presented in dept presentation
Oct Week 2	WI DOR	Transportation Aid estimate issued
Oct 7, 9, 10	Dept Head, FinCom	Department presentations to Finance Committee
Oct 14	FinCom	Department follow-up; finalize decisions
Oct 15	City Clerk	Published budget sent to WDT for 10/18 publication (15 days before public hearing)
Oct Week 4	Finance Director	Proposed city portion of tax rate calculated
Oct 31	Madison College	MATC certifies its levy
Nov 1	WI DOR	ERP budget limit notice issued
Nov 4 (1st Council mtg)	Common Council	Budget Public Hearing & Common Council Discussion
Nov 12	WUSD, Counties	Taxing entities provide levies
Nov 20	WI DOR	School levy tax credit, lottery credit, and first dollar credit information released
Nov 19 (2nd Council mtg)	Common Council	Final budget is adopted
Dec no later than 12/13	Finance Department	Tax rates including all taxing entities and credits are calculated; bills are created and mailed

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

06/03/2024

Re: Water Systems agenda items for Finance committee meeting 06/10/2024

Dear Mayor McFarland & Committee Members:

Water Systems agenda item:

1. Review and take action – accept U.S. Department of Energy grant and enter into the business agreement with Energywerx.

Background, last December 19, 2023, the finance committee approved applying for The U.S. Department of Energy (DOE), in collaboration with its Partnership Intermediary, ENERGYWERX, to receive grants of up to \$300,000, at 50% cost share, this grant will improve energy and material efficiency, and reduce emissions at the Watertown Wastewater Treatment Plant.

On April 1, 2024, we were notified that Watertown was going to be awarded the 50/50 grant for a solar array project that could be sized accordingly to power the new biosolids dryer. We initially applied for the grant related to a combined heat and power engine (biogas engine), but ultimately were awarded a grant for the solar array, something that was identified on the UW-Milwaukee industrial energy assessment.

On May 14, 2024, the Public Works Commission approved accepting the 50/50 grant for a solar array if moving forward on the biosolids dryer project, the project awarded by EnergyWerx was noted as for \$100,000, or up to ½ the updated project cost up to \$300,000. We are currently working with Mead-Hunt on obtaining updated quotes for a solar array to pair with the biosolids dryer project.

2. Review and take possible action –wastewater lab manager job description and position review

Identified in 2023 in our recruitment efforts was a pending retirement of our wastewater laboratory manager. The water systems incumbent employee, my assistant and I believe this job was not properly placed when adjusted in January of 2021. As part of the recruitment plan for retirement Tim and I have been communicating with other wastewater facilities and are finding that our pay for this position is lower than the average in general. Other than my position and the assistant manager, no other job for the utilities mentions a requirement of a bachelor's degree listed in the job description.

Attached is the job description, and the job description qualification form (JDQ), that includes the information to explain the job and its responsibilities.

Thank you for your consideration and if anyone has any questions, please feel free to contact me anytime.

Sincerely,

Peter Hartz
Watertown Water Systems

From: ENERGYWERX <info@energywerx.org>
Sent: Monday, April 1, 2024 2:44 PM
To: Pete Hartz
Cc: ENERGYWERX
Subject: ENWX's Business-to-Business (B2B) Agreement with Watertown Water and Wastewater Utility for DOE's IAC Implementation Grant Opportunity
Attachments: Watertown Water and Wastewater Utility - IAC Grant - B2B - Draft.docx

Congratulations! Per prior notification Watertown Water and Wastewater Utility has been selected to move forward in the IAC Implementation Grant opportunity with DOE, facilitated by ENERGYWERX (ENWX).

Attached is the “**draft**” version of the official Business-to-Business (B2B) Agreement with detailed information for you and your legal team's immediate review: Watertown Water and Wastewater Utility - B2B – Draft. This is a “draft” agreement; once the agreement is finalized ENWX and you are ready to e-sign, will send it out via DocuSign for execution.

Please read this email and agreement in full. We ask that you please read through the agreement, consolidate your questions/comments and respond to this note.

We will need the below information for the DocuSign:

- Name and email of the person who will be signing the agreement for Watertown Water and Wastewater Utility
- How you identify your organization for the second recital (public utility, nonprofit, university, etc)
- A response to the first two questions for Exhibit C, the Cybersecurity Plan Checklist, if you are responding “Yes” please let ENWX know ASAP and we will send you additional information to assist in completing the rest of the checklist.
 - Are you installing an Information Technology (IT) asset/equipment for this project? (Note: IT assets are a discrete set of electronic information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information).
 - Are you installing an Operational Technology (OT) asset(s)/equipment for this project? (Note: OT assets are assets that are necessary for service delivery or production activities. Examples include industrial control systems, building management systems, process control systems, safety instrumented systems).
- If you will not be completing all the Recommendations in the SOE (Exhibit I), Section 4.1.5, Table 1, please let me know which recommendation(s) you will not be completing.

NOTE: The Period of Performance is from the date the agreement is signed to December 31, 2025. Therefore, please expedite the final review process by your organization and advise once your review is complete. DOE and ENWX hope to fully execute this B2B Agreement by May 1, 2024.

A few items to consider:

- You are not to discuss/forward this Business to Business (B2B) Agreement with/to anyone outside of your organization.
- In the RDA/SOE document, there are some highlighted portions in teal in the first part of the agreement, these are non-negotiable per DOE's Legal Team.
- Please note that applicable USG provisions are noted in Exhibit A. Only those exhibits identified with a “X” need to be signed and are also non-negotiable per DOE's Legal Team.
- Please ensure all appropriate representatives and internal offices from your organization review this B2B Agreement before sending your final requested modifications to ENWX.

ENWX and DOE are excited for this partnership and look forward to working with you!

Please complete your review ASAP and send any questions, concerns, and/or requested modifications as tracked changes with comments within the document to ENERGYWERX at info@energywerx.org.

Thank you!



Christi Pezzone
 Program Manager
cpezzone@energywerx.org
info@energywerx.org

AR #1: Install Solar Photovoltaic (PV) Panels

Recommended Action

Install solar photovoltaic (PV) panels on the available land area in the wastewater treatment plant, so that the energy generated by solar panels can partially substitute the electricity provided by the utility provider, and thus save in the annual electricity bill.

Summary of Estimated Savings and Implementation Costs

Annual Cost Savings:	\$20,527
Implementation Cost:	\$105,000 (Including Focus on Energy incentives)
Payback Period:	5.10 years
Electricity Savings:	276,867 kWh/year

Expected Saving

Since the rising and setting of the sun is extremely consistent, the energy produced by solar panels is fully reliable. High-quality solar panels are nearly maintenance-free, do not create pollution, and operate without noise. With government subsidies, tax credits, and improved performance, solar energy is seeing significant growth in the U.S. and abroad.

Figure 8 shows an aerial view of the facility. Using the Google Map Area Calculator Tool¹, the total unoccupied/unobstructed area was estimated at 8,000 m² (86,100 ft²). Since 1 kW of solar modules needs approximately 10 m² (~108 ft²)² of area, the 8,000 m² area is suitable for about 800-kW_{dc} of solar modules. However, an 800-kW_{dc} solar PV system would be a very expensive project. Thus, the IAC team -conservatively- recommends a 200-kW_{dc} solar PV system. A

¹ <https://www.daftlogic.com/projects-google-maps-area-calculator-tool.htm>

² Information from “5 things to consider before you plan for a rooftop PV plant”.
<http://www.sustainabilityoutlook.in/content/5-things-consider-you-plan-rooftop-pv-plant>

proposed location is shown in Figure 8. A 200-kW_{dc} solar PV system could be considered as a pilot project for implementing a larger solar PV system in the future.

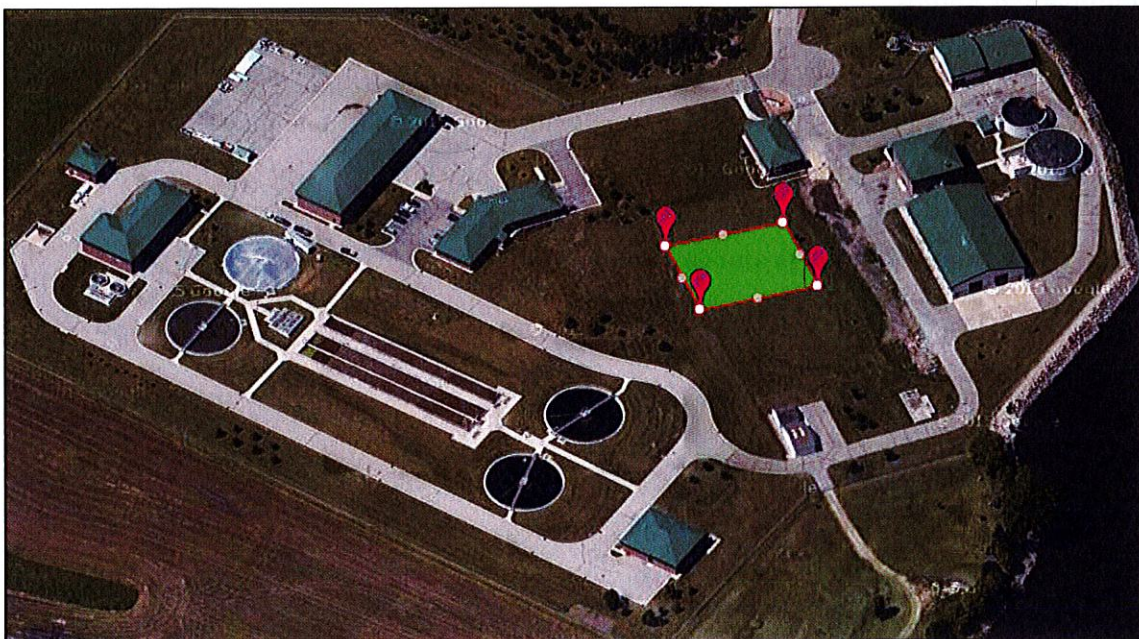


Figure 8: Aerial view of the facility with the proposed area for the solar PV system³

The System Advisor Model (SAM)⁴ software, provided by the National Renewable Energy Lab (NREL) was used to predict the performance and cost of energy estimates for this recommendation. Using local weather and solar irradiation data for Watertown (WI), SAM software estimated the total square footage at 1,100 m². Figure 9 shows sample parameters for the simulated system. Final system configuration details (number of modules, modules per string, strings in parallel and number of inverters) are to be determined later by the solar PV system supplier.

³ <https://www.daftlogic.com/projects-google-maps-area-calculator-tool.htm>

⁴ <https://sam.nrel.gov>

AC Sizing	Sizing Summary	
Number of inverters: 4	Total AC capacity: 200.000 kWac	Total number of modules: 650
DC to AC ratio: 1.01	Total inverter DC capacity: 209.243 kWdc	Total number of strings: 13
Size the system using modules per string and strings in parallel inputs below.	Nameplate DC capacity: 201.597 kWdc	Total module area: 1,060.2 m ²
<input type="checkbox"/> Estimate Subarray 1 configuration		

Figure 9: Some parameters of the solar PV system

Figure 10 shows the monthly energy production from the proposed system based on the simulation results. The average annual energy production is calculated at 276,867 kWh, which is the annual energy savings. Annual cost savings can be calculated based on the time-of-use charges (On-peak & off-peak rates) by the utility provider and on the average hourly energy production by the solar system as shown in Figure 11. The energy production schedule and monthly cost savings are presented in Table 4. The annual cost savings is calculated as \$20,527.

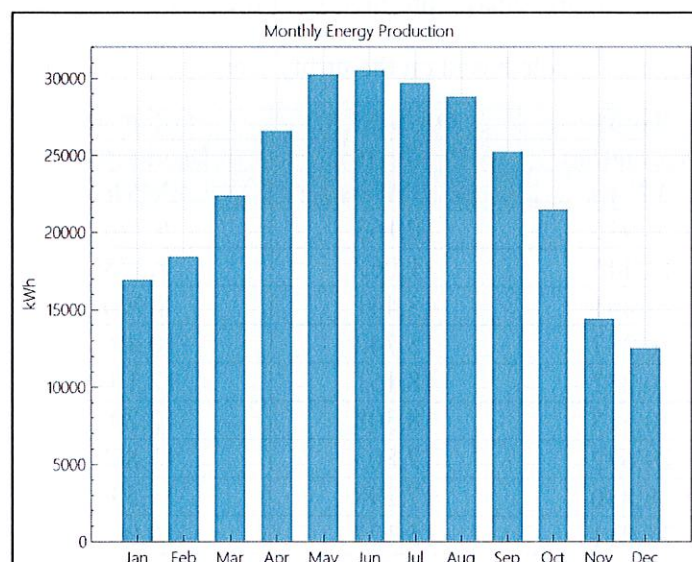


Figure 10: Monthly energy production of the proposed system (in kWh)

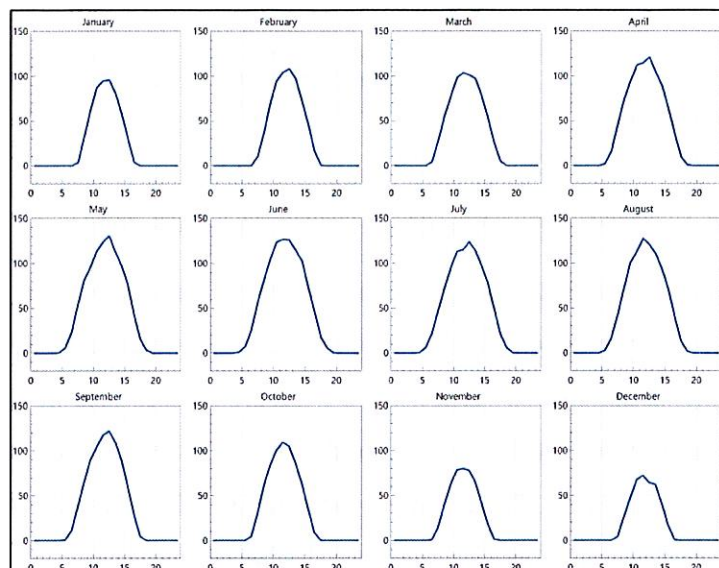


Figure 11: Average hourly energy production of the proposed system (in kWh)

Table 4: Energy production schedule based on the utility's energy pricing periods and rates

Month	Total Production (kWh)	On-peak ⁵ Production (kWh)	Off-peak Production (kWh)	Cost Savings (\$) ⁶
January	16,939	10,163	6,776	1,256
February	18,445	11,067	7,378	1,368
March	22,401	13,441	8,960	1,661
April	26,237	15,742	10,495	1,945
May	30,252	18,151	12,101	2,243
June	30,513	18,308	12,205	2,262
July	29,672	17,803	11,869	2,200
August	28,830	17,298	11,532	2,138
September	25,211	15,127	10,084	1,869
October	21,469	12,881	8,588	1,592
November	14,390	8,634	5,756	1,067
December	12,508	7,505	5,003	927
Total	276,867	166,120	110,747	\$20,527

⁵ On-peak hours are 8 am to 8 pm Monday through Friday, excluding holidays. Off-peak hours are all times not specified as On-peak.

⁶ From utility bills; the On-peak rate is \$0.08521, and the Off-peak rate is \$0.05754.

Implementation Cost and Payback Period

The total cost of installing a solar PV power system includes both direct and indirect capital costs. Direct capital costs include material, installation, and labor costs. Indirect capital costs include permitting, engineering development and sales tax [see Figure 12]. The total installed cost of the system is estimated to be \$305,000. There is an incentive program through Focus on Energy (FoE)⁷ to help businesses reduce energy consumption. Through a competitive request for proposals (REP) process, a cost-effective renewable energy system can have an incentive of up to \$200,000^{8,9}. With an FoE incentive, the total installed cost for the solar PV system could be as low as \$105,000.

Direct Capital Costs					
Module	650 units	0.3 kWdc/unit	201.6 kWdc	0.35 \$/Wdc	\$ 70,558.90
Inverter	4 units	50.0 kWac/unit	200.0 kWac	0.06 \$/Wdc	\$ 12,095.81
Battery pack		0.0 kWh	300.00 \$/kWh dc		
Battery power		0.0 kW	600.00 \$/kW dc		\$ 0.00
		\$	\$/Wdc	\$/m ²	
Balance of system equipment		0.00	0.30	0.00	\$ 60,479.06
Installation labor		0.00	0.14	0.00	\$ 28,223.56
Installer margin and overhead		0.00	0.35	0.00	\$ 70,558.90
					Subtotal \$ 241,916.23
Contingency			Contingency 4 % of subtotal		\$ 9,676.65
					Total direct cost \$ 251,592.88
Indirect Capital Costs					
		% of direct cost	\$/Wdc	\$	
Permitting and environmental studies		0	0.11	0.00	\$ 22,175.65
Engineering and developer overhead		0	0.08	0.00	\$ 16,127.75
Grid Interconnection		0	0.03	0.00	\$ 6,047.91
Land Costs					
Land area	0.873 acres				
Land purchase	\$ 0/acre	0	0.00	0.00	\$ 0.00
Land prep. & transmission	\$ 0/acre	0	0.00	0.00	\$ 0.00
Sales Tax					
Sales tax basis, percent of direct cost	67 %		Sales tax rate 5.0 %		\$ 8,428.36
					Total indirect cost \$ 52,779.67
Total Installed Cost					
					Total installed cost \$ 304,372.56
					Total installed cost per capacity \$ 1.51/Wdc

Figure 12: Total installed cost of the system

⁷ <https://focusonenergy.com/rfp-postings>

⁸ <https://www.focusonenergy.com/RECIP>

⁹ https://www.focusonenergy.com/sites/default/files/inline-files/RECIPOverview_WII_interactive.pdf

The payback period is the amount of time it will take to recoup the implementation cost. The simple payback period is calculated as follows:

$$\begin{aligned} \text{Payback Period} &= \frac{\text{Implementation Cost (\$)} - \text{FoE Incentives (\$)}}{\text{Annual Cost Savings (\frac{\$}{\text{year}})}} \\ \text{Payback Period} &= \frac{\$305,000 - \$200,000}{\$20,527/\text{year}} \\ \text{Payback Period} &= \quad \mathbf{5.10 \text{ years}} \end{aligned}$$

This payback period is an estimate based on the simulated system and FoE incentives. The true payback period may be longer or shorter than 5.10 years on final system characteristics, vendor costs, and final incentives. The SAM software is considered reliable in estimating system costs.

Intergovernmental Agreement for
Law Enforcement IT Services

This Intergovernmental Agreement for Law Enforcement IT Services for the City of Watertown is made as of _____, (the “Effective Date”) by and between the County of Jefferson, Wisconsin (hereafter “Jefferson”) and the City of Watertown, Wisconsin (hereafter “Watertown”), collectively, “Parties”, for the provision of law enforcement IT services.

WHEREAS, the Parties have need for IT services and a desire and need for their systems to properly integrate and work collaboratively; and,

WHEREAS, Jefferson intends to hire a full time IT Professional to address their needs and anticipate they will be available to address the needs of the Watertown Police Department, consistent with the understandings reflected herein; and,

WHEREAS, the Parties desire to enter into this Agreement to set forth their respective obligations, understandings, roles and responsibilities with regards to the roles and responsibilities of the IT Professional.

NOW, THEREFORE, in consideration for good and valuable consideration the sufficiency of which is hereby acknowledged the Parties hereto agree as follows:

1. Authority.

1.1. Statutory Authority. Wisconsin Statutes § 66.0313 provides that any Wisconsin law enforcement agency may assist a requesting Wisconsin law enforcement agency with their law enforcement efforts within the requesting agency's jurisdiction. Such mutual assistance may include, but is not limited to, the use of specialized equipment, facilities and trained personnel.

1.2. Authority to Execute. Each Party represents that it, and the person(s) signing on its behalf, possesses the legal authority, pursuant to appropriate statute, ordinance, resolution, or other official action of the Party’s governing body or code, to enter into this Agreement and to bind the Party validly and legally to all terms herein.

2. Term.

2.1. Term. The Term of this Agreement shall commence on the Effective Date, or the date of hire of the budgeted position, and continue until terminated by either party as set forth herein. Except as otherwise provided, this Agreement may only be terminated at the end of the calendar year (December 31st) with written notice to the other party by no later than September 30.

3. Cost.

3.1 Annual Cost. Watertown shall pay Jefferson for the use of the IT Professional an annual amount up to \$34,500 (thirty-four thousand five hundred dollars) prorated to the portion of the year the IT Professional is employed by Jefferson, payable by no later than December 31st each year.

4. Services Provided to Watertown by IT Professional.

4.1. Job Description. The IT Professional will fulfill all obligations and job expectations contained in the Job Description for IT Professional. A copy of which is attached hereto and incorporated by reference as Exhibit A.

4.2. Hours Worked. The IT Professional will split their time between fulfilling their role at Jefferson and Watertown with the expectation that 70% (seventy percent) of their time will be in Jefferson and 30% (thirty percent) of their time will be in Watertown. The Parties understand that this ratio may not be exact every week throughout the year, but that it will be reflected in the total hours actually worked throughout the year and an approximate of the time worked in each month.

4.3. Reporting Structure. While the IT Professional is fulfilling their role at Watertown they will report to the Watertown Chief of Police or his designee. Watertown shall be responsible for supervision of the IT Professional while he or she is fulfilling their role at Watertown.

5. Hiring/Discipline/Vacancy.

5.1. Hiring. Jefferson shall permit Watertown to participate in the interviewing and hiring of any candidate to fulfill the IT Professional position. All employment decisions shall be made by Jefferson, after consultation with Watertown.

5.2. Discipline. Jefferson shall be responsible for addressing any disciplinary actions that are necessary regarding the IT Professional. Should any issues arise requiring discipline while the IT Professional is performing actions at Watertown, Watertown shall notify Jefferson of the situation and Jefferson shall address the issue with the IT Professional within 10 (ten) business days.

5.3. Vacancy. Should the role of IT Professional become vacant for any reason, Watertown's Cost will be reduced for the period of time that the position is vacant. Jefferson will exercise reasonable diligence in filling the role with a qualified candidate.

6. Independent Contractor.

6.1. 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 association or organization of any kind between the Parties. The rights and obligations of the Parties under this Agreement will be only those expressly set forth in this Agreement. Jefferson will perform under this Agreement as an independent contractor to Watertown and not as a representative, employee, agent, or partner of Watertown. Nothing in the paragraph shall be construed to invalidate a Business Associate Agreement executed between Watertown and Jefferson.

6.2. Jefferson Personnel Remain Employees of Jefferson. Except to the extent covered by reimbursement by Watertown’s compensation for Jefferson’s IT Professional specifically set forth in this Agreement, Jefferson acknowledges and affirms that Jefferson remains fully responsible for any and all obligations as the employer of the IT Professional, including among other things: responsibility for the payments of: (i) earnings; (ii) overtime earnings; (iii) withholdings; (iv) insurance coverage; (v) workers’ compensation; (vi) death benefits; (vii) medical and legal indemnity where lawful and appropriate; and (viii) all other requirements by law, regulations, ordinance or contract. The IT Professional remains an employee of Jefferson and shall be subject to the Personnel Policy of Jefferson. If the IT Professional is terminated due to the City terminating this agreement for a reason other than disciplinary issue with the IT Professional, the cost of unemployment benefits shall be split between the parties with Watertown paying 30% of the costs and Jefferson paying 70% of the costs. In all other cases Jefferson shall be responsible for appropriate unemployment benefits for the individual.

6.3. Discipline / Probable Cause Matters. Watertown shall refer disciplinary matters involving the IT Professional to Jefferson who shall have final authority to impose discipline in accordance with Jefferson’s Personnel Policy. Based on the judgment of Watertown, if a particular matter represents probable cause for the issuance of a criminal complaint, then such matter shall be referred directly to the Watertown Police Department or an external law enforcement agency, as appropriate, for investigation with appropriate notice to Jefferson.

7. **Liability.**

7.1. Limited Indemnification. Any actions or duties taken, performed or omitted by the IT Professional on behalf of or with respect to a particular party shall not create liability for the other party to any third parties. In the event a party is made a defendant in a lawsuit (hereinafter “Defendant Party”) as a result of actions or duties taken, performed or omitted by the IT Professional while acting on behalf of a particular party (hereinafter “Indemnifying Party”), the Indemnifying Party shall indemnify, defend, and hold harmless the Defendant Party against and from any liability, claim, cost, or expenses resulting from actions or duties taken, performed or omitted by the IT Professional acting on behalf the Indemnifying Party.

7.2 Liability to IT Professional. All claims made by the IT Professional with respect to his/her employment which are based on the actions, decisions or policies implemented by one party, including but not limited to claims for discrimination, harassment, etc., shall not result in liability for the other party. Each party hereby agrees to indemnify, defend, and hold harmless the other party from and against all such claims.

7.3. No Waiver. Irrespective of any term of this Agreement, nothing contained in this Agreement shall waive or amend, nor be construed to waive or amend any privilege, defense, limitation of liability, or immunity that either Party, their respective officials, agents, or employees may have under any applicable federal, state, local, or common law.

7.4 All provisions set forth in Section 7 shall survive the termination or expiration of this Agreement.

8. Records.

8.1. Parties to Comply. The Parties shall comply with all applicable local, state, and federal laws and requirements pertaining to maintenance and disclosure of personal information (name, age, phone number, address, social security number, etc.) belonging to members of the public and criminal justice records.

8.2. Security Information. Jefferson shall comply with all privilege requirements and procedures set forth by the USDHS, USSS or other governmental entity. If Jefferson has custody of a record provided by Watertown which contains details of security arrangements or investigations, Jefferson shall, as soon as practical and without delay, notify Watertown of any request to disclose such record and shall follow the requirements of Section 8.5., below, prior to disclosure. For purposes of this paragraph, the term “record” shall be broadly construed and shall include, but not be limited to, all documents, paper, electronic files, and other things containing information, irrespective of the form of that record or data, *i.e.* electronic, hard copy, voice recording, photograph, etc., unless such form is specified by law.

8.3. Protected Health Care Information. The Parties will comply with all applicable state and federal medical privacy laws, including but not limited to HIPAA and Sections 51.30, 146.816 and 146.82 of the Wisconsin Statutes, when applicable.

8.4. Wisconsin Public Records Law. Both Parties understand that Watertown is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. Sec. 19.21 *et. seq.* Jefferson acknowledges that it is obligated to assist Watertown in retaining and producing records that are subject to the Wisconsin Public Records Law, including but not limited to those records produced or collected by Jefferson under this Agreement pursuant to Wis. Stat. sec. 19.36(3) and that the failure to do so shall constitute a material breach of this

Agreement. Nothing in this Section 8.4 should be construed as prohibiting the Parties from retaining records for longer than Wis. Stat. Sec 19.21 requires.

8.5. Notice of Request for Disclosure. Jefferson will provide notice to Watertown of any request for the disclosure of information associated with or generated as a result of the work performed under this Agreement at least 10 (ten) business days before such information is disclosed and shall confer with Watertown before deciding whether the Wisconsin Public Records Law requires Jefferson to release the requested records. Nothing in this paragraph shall supersede any other term of this Section 8, and in the event of a direct conflict between this paragraph and any other paragraph and of this Section, this paragraph shall not control.

9. **Early Termination.**

9.1. Early Termination. In the event Jefferson is unable to fulfill its obligations under this Agreement due to the inability to maintain sufficient staffing, Jefferson may terminate this Agreement upon sixty (60) days written notice. Upon such termination, Watertown’s obligation shall be prorated to account for the portion of the year Jefferson maintained sufficient staffing.

9.2. Parties Contract in Good Faith. The Parties shall act in good faith to provide as much advance written notice of termination under this Section to the other Party that is reasonable under the circumstances.

9.3. Consequential Damages. Neither Party shall be entitled to recover any penalties, consequential damages or attorneys’ fees related to an event of termination hereunder.

10. **Governing Law.** This Agreement, and all questions arising in connection herewith shall be governed by and construed in accordance with the internal laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in Jefferson County for matters arising under state law and in federal district court in the Western District of Wisconsin for matters arising under federal jurisdiction.

11. **Notices.** All notices required under this Agreement shall be provided to:

To City of Watertown:

Watertown Police Department
c/o Chief David Brower
106 Jones Street
Watertown, WI 53094
rkaminski@watertownwi.gov

With courtesy copy which shall not constitute notice to:

City Attorney Steven T. Chesebro
106 Jones Street
Watertown, WI 53094
schesebro@watertownwi.gov

To County of Jefferson: Benjamin Wehmeier
County Administrator
311 S. Center Avenue, C2033
Jefferson, WI 53549

With courtesy copy which shall not constitute notice to:

Danielle Thompson
Corporation Counsel
311 S. Center Avenue, C2020
Jefferson, WI 53549

12. Additional Provisions.

12.1. Further Assurances. The Parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the terms of this Agreement.

12.2. No Waiver. Any failure of a Party to assert any right under this Agreement, including but not limited to acceptance of partial performance or continued performances after a breach, shall not constitute a waiver or a termination of that right, this Agreement, or any of this Agreement’s provisions.

12.3. Subcontracting. Neither Party shall subcontract for any of the work contemplated under this Agreement without obtaining the prior written approval of the other Party.

12.4. No Third-Party Beneficiary. No provision in this Agreement is intended to create or shall create any rights with respect to the subject matter of this Agreement in any third party, including but not limited to members of the general public.

12.5. Headings. The captions and headings of paragraphs and sections in this Agreement are for convenience of reference only and shall not be construed as defining or limiting the terms and provisions in this Agreement.

12.6. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this

Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

12.7. Survival. The terms of this Agreement and any exhibits and attachments that by reasonable implications contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable.

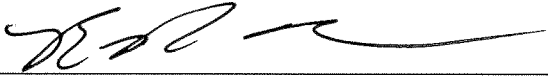
12.8. Counterparts. This Agreement may be executed in multiple parts. Signatures to this Agreement transmitted by facsimile or by electronic mail shall be valid and effective to bind the Party so signing.

12.9. Nondiscrimination. It is Watertown’s policy not to discriminate against any qualified employee or qualified applicant for employment because of an individual’s sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, victimhood of domestic abuse or sexual assault, past or present membership in the military service, HIV status, domestic partnership, genetic identity, homelessness, familial status, or an individual’s affiliation or perceived affiliation with any of these categories, pursuant to the City of Watertown Employee Handbook of Policies and Procedures. The Parties will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964. The Parties agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, *et seq.*

SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)

The Parties have executed this Agreement as on the dates set forth below.

COUNTY OF JEFFERSON

BY: 
Benjamin Wehmeier, County Administrator

Dated this 13 day of May, 2024

Approved as to Form and Execution:


Office of Corporation Counsel

Dated this 13th day of May, 2024

CITY OF WATERTOWN

BY: _____
Emily McFarland, Mayor

Dated this _____ day of _____, 2024

Approved as to Form and Execution:

Steven T. Chesebro, City Attorney

Dated this _____ day of _____, 2024

MEMO

TO: Mayor McFarland and Committee Members
FROM: Andrew Beyer, P.E.
DATE: June 4, 2024
RE: Finance Committee Agenda Narrative for June 10, 2024

Review and take action: Approve Revised Wisconsin Department of Transportation State Municipal Financial Agreement for Downtown Main Street Reconstruction Project

BACKGROUND


Since early 2022, the State of Wisconsin and the City of Watertown are under a signed State/Municipal Finance agreement (SMFA) for the reconstruction of Main Street between Church to Market Streets for work to commence in 2028. As design has progressed for the project, the State has been able to hone its preliminary cost estimates for the project. Recently, the State has revised its cost estimates for the project and has reissued an updated SMFA.

Additionally, the Downtown Main St. Construction Task Force has selected several amenities to be incorporated into the project. These items were initially identified in the downtown master plan. Items selected are: a second conduit for future utilities; arch and pillars; banner; wayfinding kiosk; trees; block identifiers; drinking fountain; and benches. NOTE: These have been selected but will be reviewed and determined if they will remain in the final design by Common Council in future budgets.

The State is requesting the City review, sign, and return the SMFA as soon as possible. Attached is the original signed SMFA, along with a copy of the revised for your review. Additionally, a draft resolution is also attached.

Attachments:

- Signed State/Municipal Financial Agreement
- Revised State/Municipal Financial Agreement
- Draft resolution

 <div>STATE/MUNICIPAL FINANCIAL AGREEMENT FOR A STATE- LET HIGHWAY PROJECT</div>	<p>Date: August 9, 2021 I.D.: 3050-01-08/-78/-79 Road Name: STH 19 Title: C Watertown, Main Street Limits: Church Street to Market Street County: Jefferson Roadway Length: 0.65 mile</p>
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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 roadway is a connecting highway. STH 19 is a principal arterial with an urban section. The project area has current traffic volumes between 7,900 and 13,600 vehicles per day. The cross section consists of two driving lanes with parking on both sides of the highway. There is existing sidewalk on both sides of the roadway. The current pavement has weathering, rutting, and extensive cracking. The brick storm sewer system is aged. The aged water main consists of cast iron.

Proposed Improvement - Nature of work: Replace the pavement and storm sewer system. Update curb ramps to current ADA standards as needed.

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: Replacement of water main and lining of sanitary sewer, including design, construction costs, mobilization, oversight, and acceptance of the work. Backfill and base course necessary for the replacement of the Municipality-owned utilities. Removal and replacement of sidewalk necessary for the replacement of the Municipality-owned utilities. Removing and construction of pavement used for parking, including base aggregate and asphaltic pavement, pavement marking for parking lanes.

This project is currently scheduled for 2028 construction.

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
Preliminary Engineering: Plan Development 3050-01-08	\$ 400,000	\$ 300,000	75%	\$ 100,000	25%
Real Estate Acquisition: Acquisition	\$ -	\$ -	100%	\$ -	
¹ Construction: 3050-01-78					
Roadway	\$ 2,300,000	\$ 2,300,000	100%	\$ -	
Parking Lanes	\$ 250,000	\$ -		\$ 250,000	100%
¹ Non-Participating: 3050-01-79					
Water Main	\$ 1,010,000	\$ -		\$ 1,010,000	100%
Sanitary Sewer	\$ 252,500	\$ -		\$ 252,500	100%

Total Cost Distribution \$ 4,212,500 \$ 2,600,000 \$ 1,612,500

1. Estimates include construction engineering.

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 3 – 4); 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) **EMILY McFARLAND** Title **MAYOR**

Signature  Date **1/27/22**

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

Name **Steve Flottmeyer** Title **WisDOT Southwest Region Planning Chief**

Signature  Date **1/27/2022**

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 roadway construction.
 - (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 (3050-01-08)


The Municipality is responsible for 25% of the design engineering costs for improvements on a Connecting Highway.
 - (b) Roadway Construction (3050-01-78)

The construction estimate is preliminary for program scheduling only. Construction costs necessitated by the roadway improvements are 100% eligible for Federal/ State funding. As items are identified in design phase that require cost participation or are ineligible for Federal/ State funding, this agreement will be amended to reflect those costs.

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.
 - (c) Non-Participating Construction (3050-01-79)

Construction estimates were provided by the Municipality. The Municipality is responsible for 100% of the costs for improvements to the sanitary sewer and water main. The Municipality is responsible for all construction costs associated with the utility project, including mobilization. The Municipality is responsible for 100% of the costs for backfill and base course necessary for the replacement or addition of the Municipality-owned utilities. The Municipality is responsible for the removal and replacement of sidewalk necessary for the replacement of the Municipality-owned utilities. These costs are not eligible for Federal/ State funding.

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.

 <div>Revision #1 STATE/MUNICIPAL FINANCIAL AGREEMENT FOR A STATE- LET HIGHWAY PROJECT <i>This agreement supersedes the agreement signed by the Municipality on 01/27/2022 and signed by the State on 01/27/2022.</i></div>	<div>Revised Date: March 29, 2024</div> <div>Date: August 9, 2021</div> <div>I.D.: 3050-01-08/-28/-78/-79</div> <div>Road Name: STH 19</div> <div>Title: C Watertown, Main Street</div> <div>Limits: Church Street to Market Street</div> <div>County: Jefferson</div> <div>Roadway Length: 0.65 mile</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 roadway is a connecting highway. STH 19 is a principal arterial with an urban section. The project area has current traffic volumes between 7,900 and 13,600 vehicles per day. The cross section consists of two driving lanes with parking on both sides of the highway. There is existing sidewalk on both sides of the roadway. The current pavement has weathering, rutting, and extensive cracking. The brick storm sewer system is aged. The aged water main consists of cast iron.

Proposed Improvement - Nature of work: Replace the pavement and storm sewer system. Update curb ramps to current ADA standards as needed.

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: Replacement of water main and lining of sanitary sewer, including design, construction costs, mobilization, oversight, and acceptance of the work. Backfill and base course necessary for the replacement of the Municipality-owned utilities. Removal and replacement of sidewalk necessary for the replacement of the Municipality-owned utilities. Removing and construction of pavement used for parking, including base aggregate and asphaltic pavement, pavement marking for parking lanes. Upgraded costs for decorative lighting and pedestrian lighting greater than the cost of a standard lighting system. Decorative upgrade of powder coating to signals. Additional non-standard extra items requested by the Municipality.

This project is currently scheduled for 2028 construction.

Preliminary Engineering: Plan Development 3050-01-08	\$ 708,600	\$ 531,450	75%	\$ 177,150	25%
Real Estate Acquisition: Acquisition 3050-01-28	\$ 46,000	\$ 46,000	100%	\$ -	
¹ Construction: 3050-01-78					
Roadway	\$ 4,732,000	\$ 4,732,000	100%	\$ -	
Parking and Sidewalk	\$ 627,200			\$ 627,200	100%
Decorative & Pedestrian Lighting	\$ 1,635,200	\$ 190,000	MAX	\$ 1,445,200	BAL
Signal Powder Coating	\$ 22,400			\$ 22,400	100%
Extra Municipal Items					
Second Conduit	\$ 65,296			\$ 65,296	100%
Arch and Pillars	\$ 630,062			\$ 630,062	100%
Banner	\$ 28,258			\$ 28,258	100%
Kiosk	\$ 14,128			\$ 14,128	100%
Trees	\$ 16,934			\$ 16,934	100%
Block Identifiers	\$ 101,728			\$ 101,728	100%
Drinking Fountain	\$ 5,600			\$ 5,600	100%
Benches	\$ 45,194			\$ 45,194	100%
Sub Total	\$ 907,200			\$ 907,200	
² Non-Participating: 3050-01-79					
Water Main	\$ 1,010,000	\$ -		\$ 1,010,000	100%
Sanitary Sewer	\$ 252,500	\$ -		\$ 252,500	100%
Total Cost Distribution	\$ 9,941,100	\$ 5,499,450		\$ 4,441,650	
1. Estimates include 12% construction engineering oversight.					
2. Estimates include 1% construction engineering oversight.					

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 3 – 5); 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 Steve Flottmeyer	Title WisDOT Southwest Region Planning Chief
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 roadway construction.
 - (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 (3050-01-08)

The Municipality is responsible for 25% of the design engineering costs for improvements on a Connecting Highway.

(b) Roadway Construction (3050-01-78)

Construction costs necessitated by the roadway improvements are 100% eligible for Federal/ State funding. As items are identified in design phase that require cost participation or are ineligible for Federal/ State funding, this agreement will be amended to reflect those costs.

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. The Municipality is required to pay 100% of the construction costs for removal and replacement of sidewalk necessary for the replacement of the Municipality-owned utilities.

Replacement of standard street lighting necessitated by the roadway improvements are 100% eligible for Federal/ State funding. The standard replacement lighting cost of \$190,000 includes the construction engineering oversight cost of 12%. The Municipality is required to pay the upgrade costs for decorative lighting and pedestrian lighting over the Federal/ State funded \$190,000 lighting cap.

The Municipality is required to pay 100% of the costs for the decorative powder coating on the signals.

The Municipality is required to pay 100% of the costs for extra non-standard items requested by the Municipality.

(c) Non-Participating Construction (3050-01-79)

Construction estimates were provided by the Municipality. The Municipality is responsible for 100% of the costs for improvements to the sanitary sewer and water main. The Municipality is responsible for all construction costs associated with the utility project, including mobilization. The Municipality is responsible for 100% of the costs for backfill and base course necessary for the replacement or addition of the Municipality-owned utilities. These costs are not eligible for Federal/ State funding.

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 REVISED STATE MUNICIPAL FINANCIAL AGREEMENT
FOR RECONSTRUCTION OF EAST MAIN STREET BETWEEN
CHURCH TO MARKET STREETS IN 2028**

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

WHEREAS, the Wisconsin Department of Transportation (WisDOT) and the City of Watertown are currently under a signed State/Municipal Finance agreement (SMFA) for the reconstruction of East Main Street between Church to Market Streets for work to commence in 2028; and,

WHEREAS, WisDOT has recently updated the preliminary cost estimate for the above mentioned project; and,

WHEREAS, the WisDOT is responsible for the following: 75% of preliminary engineering and plan development; 100% of real estate acquisition; 100% of replace the pavement and storm sewer system, including update curb ramps to current ADA standards as needed; and,

WHEREAS, the City of Watertown is responsible for the following: 25% of preliminary engineering and plan development; 100% construction of parking lanes; replacement of water main and lining of sanitary sewer, including design, construction costs, mobilization, oversight, and acceptance of the work. Backfill and base course necessary for the replacement of the Municipality-owned utilities. Removal and replacement of sidewalk necessary for the replacement of the Municipality-owned utilities. Removing and construction of pavement used for parking, including base aggregate and asphaltic pavement, pavement marking for parking lanes. Upgraded costs for decorative lighting and pedestrian lighting greater than the cost of a standard lighting system. Decorative upgrade of powder coating to signals. Additional non-standard extra items requested by the Municipality; a second conduit for future utilities; arch and pillars; banner; wayfinding kiosk; trees; block identifiers; drinking fountain; and benches.

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 revised State/Municipal Financial Agreement (SMFA) for the reconstruction of East Main Street between Church and Market Streets for work to commence in 2028.

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

ADOPTED June 18, 2024

CITY CLERK

APPROVED June 18, 2024

MAYOR

MEMO

TO: Mayor McFarland and Committee Members
FROM: Andrew Beyer, P.E.
DATE: June 4, 2024
RE: Finance Committee Agenda Narrative for June 11, 2024

Agenda Item:

Review and take possible action: approve State/Municipal Maintenance Agreement for STH 16 Bypass/E. Main Street Roundabout

BACKGROUND

The Wisconsin Department of Transportation has a forthcoming roadway improvement on STH 16 Bypass at E. Main Street. The project description is as follows:

Project Description: Construction project 1370-00-73 is a pavement replacement project on STH 16 from East Main Street to Rock River Road. Construction project 1370-00-76 is a safety project building a roundabout at the STH 16/Main St/Oak Hill Road intersection. Construction project 1370-00-77 replaces water main and installs pipe conduit in the area of the RAB. Construction is currently anticipated to take place in the calendar year 2025.

As part of the project, the State has forwarded the City of Watertown a State/Municipal Maintenance Agreement (SMMA) for the STH 16 Bypass/E. Main Street Roundabout. The State/Municipal Financial Agreement (SMFA) for this project was passed by the Common Council at their April 16, 2024 meeting – Resolution #9601.

The City has been asked to review, sign and return the agreement to the State as soon as possible. Attached is the SMMA, a site map, and a draft resolution for your review.


WisDOT was asked to verify some of the maintenance requirements of the City following roundabout construction. Questions can be seen below with WisDOT answers shown in red:

1. 3.a) Would Watertown be responsible for maintenance of roundabout curb and gutter, concrete, etc. moving forward?
WisDOT would be responsible for the pavement and curb and gutter to the back of the splitter island as seen in Appendix A, Figure 2
2. 3.a) What is the extent of landscaping maintenance required? Which party would maintain the roundabout center island?
The City would be responsible for landscaping maintenance in the center island and any areas between the sidewalk and curb as seen in Appendix A, Figure 4

3. 3.d) How much storm sewer would Watertown be responsible for maintaining as part of the subject projects?
The City would be responsible to maintain any storm sewer outside of the back of the splitter islands (Appendix A, Figure 2)
4. 3.e) How many new streetlights would Watertown be responsible for maintaining as part of the subject projects? I'm seeking clarification on WisDOT responsibility per 2.a) and City responsibility.
With this project it is my understanding that the only new lighting would be for the roundabout and therefore WisDOT's responsibility as seen in Section 3A of the agreement.
5. Please confirm which pavement markings WisDOT would be responsible for maintaining vs. the City.
WisDOT is responsible for maintaining "...marking necessitated for safe and efficient flow of traffic" in this case edge lines, center lines, and any directional arrows or wording for the roundabout. The city would be responsible for crosswalks, and anything else not deemed for the safe and efficient flow of traffic. (Section 2b and 3g-h)
6. Would the City be responsible for clearing snow and ice from all pedestrian islands associated with the roundabout?
Yes, as seen in Appendix A, Figure 4
7. What is the intent of 4.b)? To what extent is parking to be regulated by the City?
Keep people from parking where they not supposed to like any other street in your jurisdiction (e.g., near a fire hydrant, or too close to a cross walk)

Attachments:

- State/Municipal Maintenance Agreement
- Site Map
- Draft resolution

	STATE/MUNICIPAL MAINTENANCE AGREEMENT	Date:2/21/2024 ID: 1370-00-73/76/77 Road Name: STH-16 Limits: E Main St to .23 Mi E Old Hwy Ln County: Jefferson
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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 this agreement to include the associated maintenance responsibilities hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 84.07(1) of the Statutes. Wisconsin statutes, Wisconsin Administrative Code, and State policy serve as the defining documents for State Highway maintenance responsibilities.

DESCRIPTION OF FACILITY:

Facility description upon completion of State project – As determined by project ID 1370-00-73/76/77

STH-16 is a principal arterial. The typical section consists of 12-ft lanes of recycled bituminous surface with 3-ft of paved shoulder and 7 ft gravel shoulder. The improvement will include replacement of the pavement surface, concrete surface repair on B-28-22, concrete overlay on B-28-12, and improve safety at the Main Street Oak Hill Road intersection by installing a roundabout.

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages [2] – [4]); is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State, delivery to the Municipality and upon fully executed signature of associated, applicable State Municipal Financial Agreement for project 1370-00-73/76/77. The initiation and signature of the agreement will be subject to all the applicable federal and state regulations. No term or provision of neither the State/Municipal Maintenance 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 Maintenance 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	Title WisDOT Region Maintenance Chief
Signature	Date

TERMS AND CONDITIONS:

1. In order to guarantee the Municipality's foregoing agreements to maintain the facility to State standards, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold General Transportation Aids or monies otherwise due and payable by the State to the municipality, as determined by the State, for any maintenance the State must perform to the facility should the Municipality fail to comply with the agreement.
2. The State will not install any additional items, not necessitated for the safe and efficient flow of traffic, to a state highway facility without the Municipality agreeing to maintain those items. The State is responsible for maintaining the through travel way of any given highway facility under the State's jurisdiction including:
 - (a) The energy, operation, repair and replacement of traffic signals and associated street lighting required for the signalized intersections within the limits of this agreement for:
 1. Roundabouts
 - (b) Signing and pavement marking necessitated for the safe and efficient flow of traffic except those items listed in #3.
 - (c) Permitting authority of utilities and access control on all State Trunk, US and Interstate Highways.
3. The Municipality shall at its own cost and expense maintain all portions within the specified limits of this agreement that lie within its jurisdiction for such maintenance through statutory requirements in a manner satisfactory to the State and shall make ample provision for such maintenance each year to include:
 - (a) Maintain all items outside, and under, the travel way to include, but not limited to, parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands and landscaping features.
 - (b) Remove snow and ice from sidewalks, multi-use paths, and pedestrian refuge islands.
 - (c) Implement a street sweeping program to help prevent the accumulation of dirt, sand, leaves, paper, or other clogging debris.
 - (d) Maintain the storm sewer system to provide a free flow condition throughout the life of the facility.
 - (e) Maintain and accept responsibility for the energy, operation, maintenance, repair, and replacement of the street lighting system if applicable.
 - i. The Municipality shall obtain a permit from the State.
 - ii. The Municipality shall accept responsibility for locating utilities for Digger's Hotline.
 - iii. If at any time the Municipality should choose to turn off or remove street lighting, in part or in whole, funded with federal/state dollars, the State will determine potential conflicts and approve/disapprove such request. If removal is approved by the State, the Municipality will reimburse to the State an amount determined by Federal and State coordination.
 - (f) Maintain clear right-of-way of all encroachments.
 - (g) Maintain crosswalk pavement markings. The municipality shall obtain a permit with the State.
 - (h) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no parking signs, wayfinding signs, etc).
 - (i) Maintain and accept responsibility for the following as applicable to this agreement:
 1. Roundabout maintenance limits as defined by the Highway Maintenance Manual 02-15-06. (See Appendix A attached)

4. The Municipality, within the specified limits, agrees to:
 - (a) Prohibit angle parking.
 - (b) Regulate parking along the highway. The Municipality will file a parking declaration with the State.
 - (c) Regulate or prohibit all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
5. The Municipality will coordinate with the State to obtain any necessary Work on Right-of-Way Permits for maintenance performed on or within the state highway facility or state right-of-way.
6. This agreement does not remove the current municipal maintenance responsibility.
7. The State or Municipality may request an amendment to this agreement to include specific features later requested by the Municipality throughout the design process.
8. Upon completion of construction project, 1370-00-73/76/77, the Municipality will assume all afore mentioned maintenance responsibilities.

Appendix A



Highway Maintenance Manual
Chapter 02 Administration
Section 15 Agreements/Contracts
Subject 06 Maintenance of Roundabouts

Bureau of Highway Maintenance
June 2020

1.0 Authority

Under [Wis. Stat. Ch. 84 – State Trunk Highways; Federal Aid](#), the Department has broad power to construct and manage the orderly operation of Wisconsin highways. Constructing and maintaining roundabout intersections improves roadway safety and operation as proven through research and experience.

[Facilities Development Manual \(FDM\) Chapter 11-26 – Roundabouts](#) provides criteria for selecting, designing, and constructing roundabouts.

Under [Wis. Stat. s. 84.07 – Maintenance of state trunk highways](#), the Department may partner with a county or municipality to maintain the state trunk highway system, which includes roundabouts.

[Highway Maintenance Manual 02-15-10 – Maintenance with Municipalities](#) describes typical construction maintenance agreements and responsibilities with municipalities. If a roundabout is within a municipality's boundary, consult HMM 02-15-10 when writing a roundabout maintenance *agreement* or *addendum*.

2.0 Purpose

Roundabouts have different geometric features compared to at-grade intersections, overpasses and interchanges. Their unique characteristics such as special plantings in the central island, truck aprons, multi-use paths, and specialty locations make it difficult to know their exact maintenance limits. Therefore, the purpose of Subject 06 is to clarify roundabout maintenance limits between the Department and a county or municipality.

3.0 Maintenance Agreements

A State Municipal Agreement (SMA)¹ is typically used to document a county's or a municipality's financial, construction, utility and/or maintenance responsibilities in association with a highway improvement project. A Memorandum of Understanding (MOU) or Memorandum of Agreement (MOA) may also be used after a project to document specific maintenance responsibilities. For roundabouts, these responsibilities include, but are not limited to:

- | | | |
|---|--------------------------------|-----------------------|
| • Roadway pavement | • Signage | • Storm sewer systems |
| • Snow plowing limits | • Pavement marking | • Curb and gutter |
| • Center island landscaping maintenance | • Alternate concrete colors | • Sidewalks |
| | • Lighting systems maintenance | • Multi-use paths |

Prior to construction, any non-standard design elements requested by a county or municipality are also addressed with an agreement.

3.1 Roundabout Maintenance Agreements

An existing SMA, MOU or MOA may identify specific roundabout maintenance responsibilities (section 3.0). But if the document does not identify or adequately detail these items, develop a separate roundabout maintenance agreement as an addendum (include as an attachment) to the existing SMA, MOU or MOA. If no SMA, MOU or MOA exists, develop an agreement as a standalone document instead. The difference between the two is that the addendum must be merged and not conflict with the existing SMA, MOU or MOA language, whereas the standalone document does not. A sample [agreement](#) is provided with this policy.

The Department only enters into a maintenance agreement with a county or municipality. This ensures the perpetuity of the agreement since government entities are sustainable over time and maintain proper liability and insurance requirements compared to private entities.

A statewide roundabout directory is stored and maintained in the Bureau of Traffic Operations. Keep a copy of all agreements in each region maintenance office and send a copy to the Bureau of Highway Maintenance.

¹ May also be known as a State Municipal Maintenance Agreement (SMMA) or a State Maintenance Agreement.

4.0 Roundabout Sponsorship

The Department maintains [HMM 07-01-45 – Maintenance and Operations Sponsorship Program](#). This policy allows alternative financing sources for maintenance and highway-related services. Sponsorships offer recognition to a person, business or other entity for monetary contributions directed to support roundabout maintenance. To encourage counties and municipalities to enter into maintenance agreements, the Department supports sponsorship agreements at those levels. However, roundabout sponsorship is not a requirement.

The Department only enters into an agreement with a county or municipality and not a business or resident. Thus, any sponsorship agreement is between the county/municipality and a private entity. If the sponsorship ends for any reason, the county or municipality is still responsible for monetary contributions for roundabout maintenance as documented in the agreement with the Department.

Sponsorship signage is not allowed within the roundabout center island per [Wis. Stat. s. 86.19\(1\)](#). Sponsorship signage is allowed under the guidance of HMM 07-01-45, section 4.1.

Volunteers or group(s) are prohibited from working in the median, central island areas, or any other area of a roundabout.

5.0 Department Maintenance Responsibilities

The table below summarizes this section.

Department Maintenance Responsibilities on Roundabouts – Section 3.0 Items			
Feature	Description / Location	Comment	Graphic
State Trunk Highways	Extends along all routes		
Local roads on rural RABs	Extends to the end of the splitter islands farthest away from the circulating lanes, except for plowing snow	Some splitter islands may extend hundreds of feet along a local road in rural areas. The county or municipality is responsible for plowing snow from the beginning of the splitter islands.	Figures 1 - 3
Local roads on urban RABs	Stops at the beginning of the splitter islands		
Mainline of urban RABs	Negotiated with the municipality	Connecting highway limits vary greatly and municipal duties change in connecting versus non-connecting highway situations	

5.1 Roundabout Maintenance Example Figure

See [Figure 4](#) for an example diagram of roundabout maintenance limits. Note how different items are split at different locations. For example, the snow plowing limits do not match the storm sewer system maintenance limits.

5.2 Snow Plowing

The Department is responsible for snow plowing on roundabouts on the state trunk highway system including the truck apron and all circulating travel lanes.

On local roads, the Department's snow plowing responsibility stops at the **beginning** of the splitter islands near the circulating lanes. See [Figure 3](#). The county or municipality is responsible for snow plowing on the remainder of the local road.

5.3 Sidewalks/Multi-use Paths

Sidewalks and multi-use paths, including maintenance, replacement, and snow plowing are entirely the responsibility of the county or municipality.

5.4 Landscaping

When landscaping is involved, the Department and the contractor building the initial roundabout project have a “care cycle agreement” as part of the roundabout construction contract. A typical care cycle agreement lasts one or two years during which the contractor is responsible for all landscaping maintenance. After this agreement ends, either the Department or a county/municipality must water, weed, maintain, establish plant growth, or replace landscaping items in the roundabout.

After the care cycle agreement ends, develop an SMA, MOU, or MOA between the Department and a county or municipality to establish specific maintenance responsibilities. Clearly state in the agreement that the county or municipality maintains and finances any landscaping items within the central island and splitter islands and any specialty items as requested by the county or municipality.

[FDM Chapter 11-26-40 – Landscaping and Maintenance](#), describes the design and maintenance requirements for roundabout landscaping. A county or municipality may reference this FDM chapter for:

- Landscaping elements in the central island that are vital to the proper operation of a roundabout,
- Certain aesthetics not permitted in roundabouts, and
- Low maintenance plantings that should be utilized whenever possible.

Direct any landscaping questions or changes to a Bureau of Highway Maintenance landscape architect.

5.5 Specialty Items

Specialty items in roundabout construction and maintenance include, but are not limited to, non-standard lighting fixtures, alternate concrete colors, and specific landscape features. A county or municipality that requested any specialty items is solely responsible for their maintenance.

6.0 Additional Local Responsibilities

A county or municipality may need to utilize the items in sections 6.1 - 6.3 in association with roundabout maintenance.

6.1 Lane Closure System Notice

A Lane Closure System (LCS) notice may be required when performing maintenance or repairs in roundabouts. The LCS notice populates 511wi.gov, which provides information to motor carriers and the traveling public about construction and detours. These entries require advanced notice for postings. A region's traffic section works with a county or municipality when lane closures, detours, or full roundabout closures are necessary.

The type of maintenance work determines whether a LCS notice is needed. For example, watering or weeding within a central island would not likely interfere with traffic, whereas central island maintenance that involves blocking a truck apron or encroaching a travel lane is likely to interfere with traffic and require a LCS notice.

6.2 Work on Highway Right-of-Way Permit

A county or municipality may need a work on highway right-of-way (WHROW) permit from the Department to perform roundabout maintenance in association with a SMA, MOU or MOA. This maintenance includes any necessary work zone traffic control. A permit is not required when a county or municipality has a roundabout maintenance *agreement* (section 3.1) containing the proper legal language and provisions derived from the Department's WHROW permit form (DT1812) that authorizes the work. Do not issue a WHROW permit to a contractor or subcontractor.

6.3 Third-Party Contracting

A county or municipality may hire a third party to perform roundabout maintenance. When done in association with a WHROW permit, the third party is covered under the permit. When done in association with an *agreement*, the legal language and provisions noted in section 6.2 are used along with the following:

Provided the _____^① of _____^② has the authority to contract with a third party for roundabout maintenance services, the Department will not require the third party to obtain its own work on highway right-of-way permit. In this case, the _____^① is responsible to enforce the maintenance agreement requirements on the third party.

^① City-Village-Town (C-V-T) or County

^② Name of C-V-T or County

Figure 1:
Typical Maintenance Limits Rural Roundabout

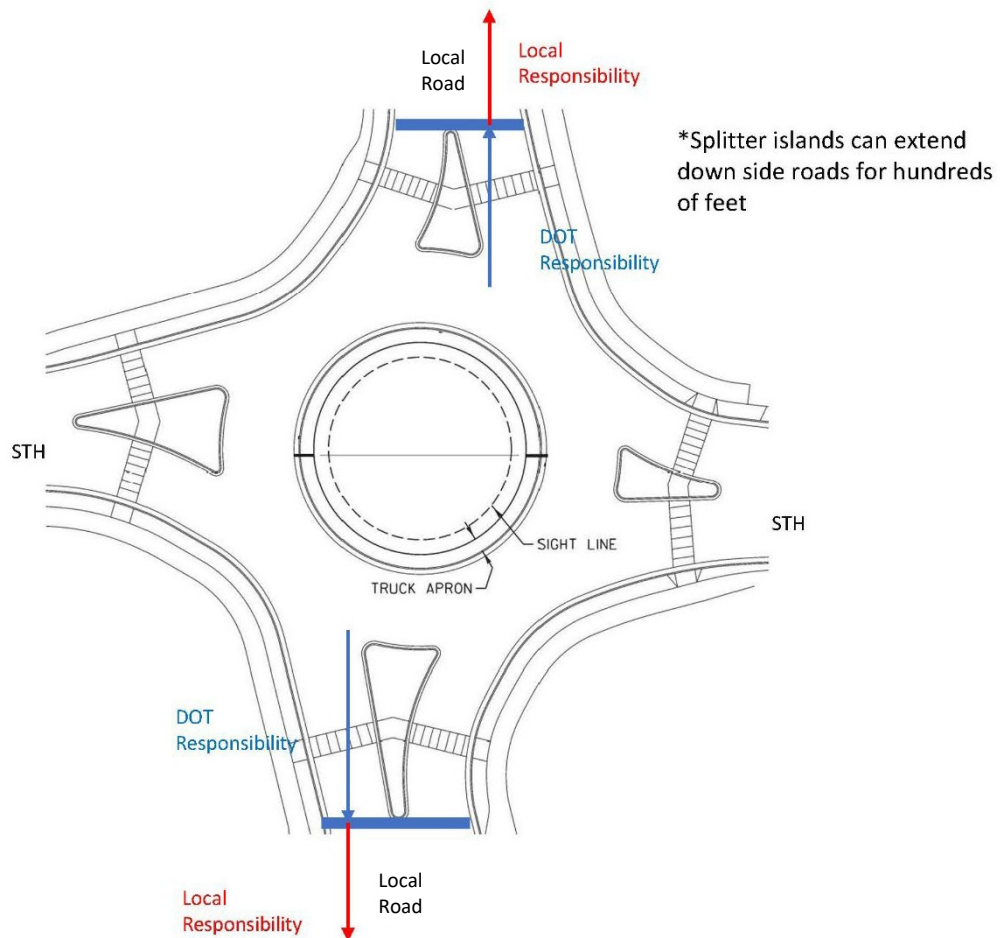


Figure 2:
Typical Maintenance Limits Urban Roundabout

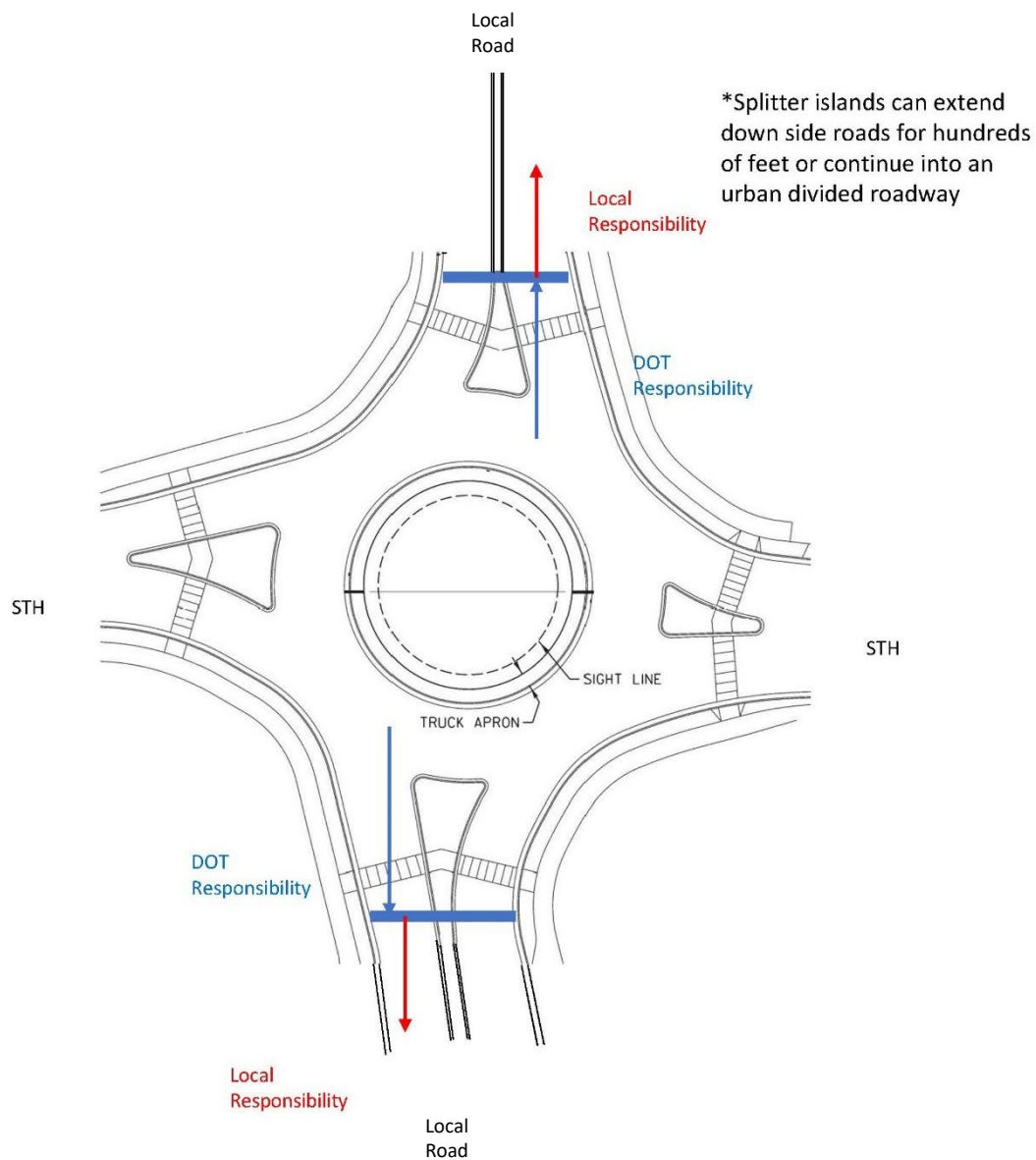


Figure 3:
Typical Plowing Limits Rural and Urban Roundabouts

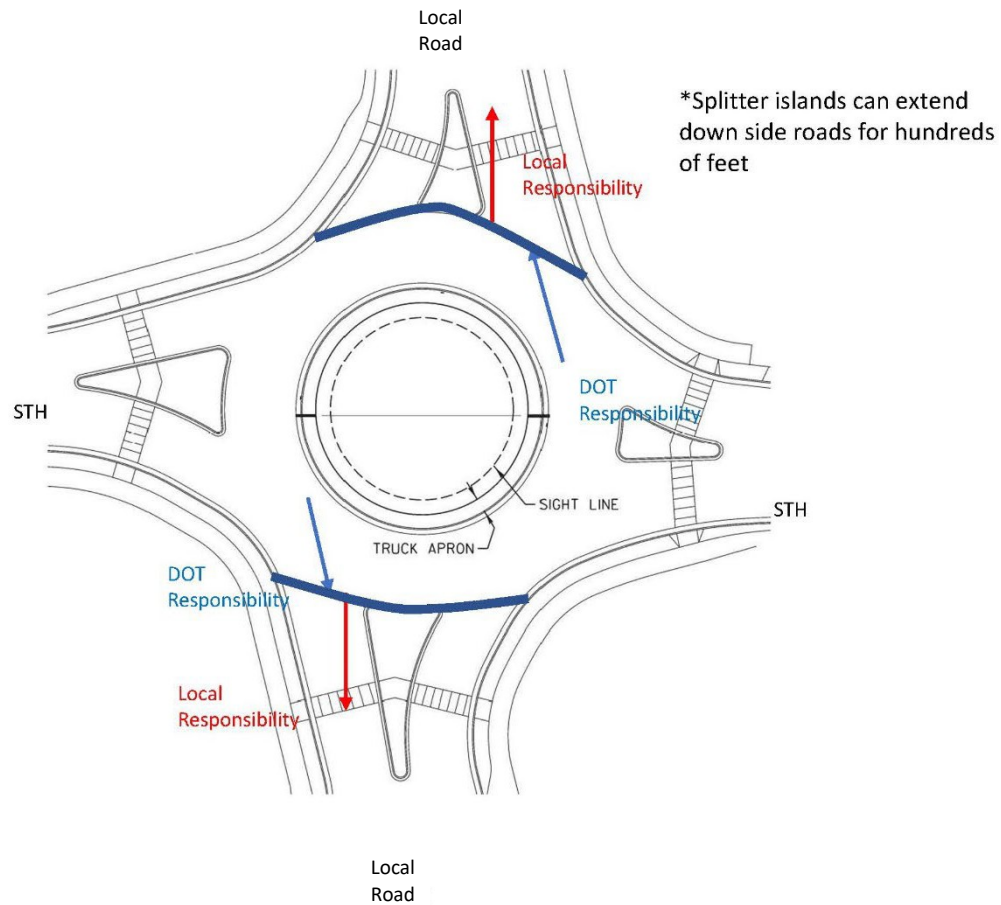
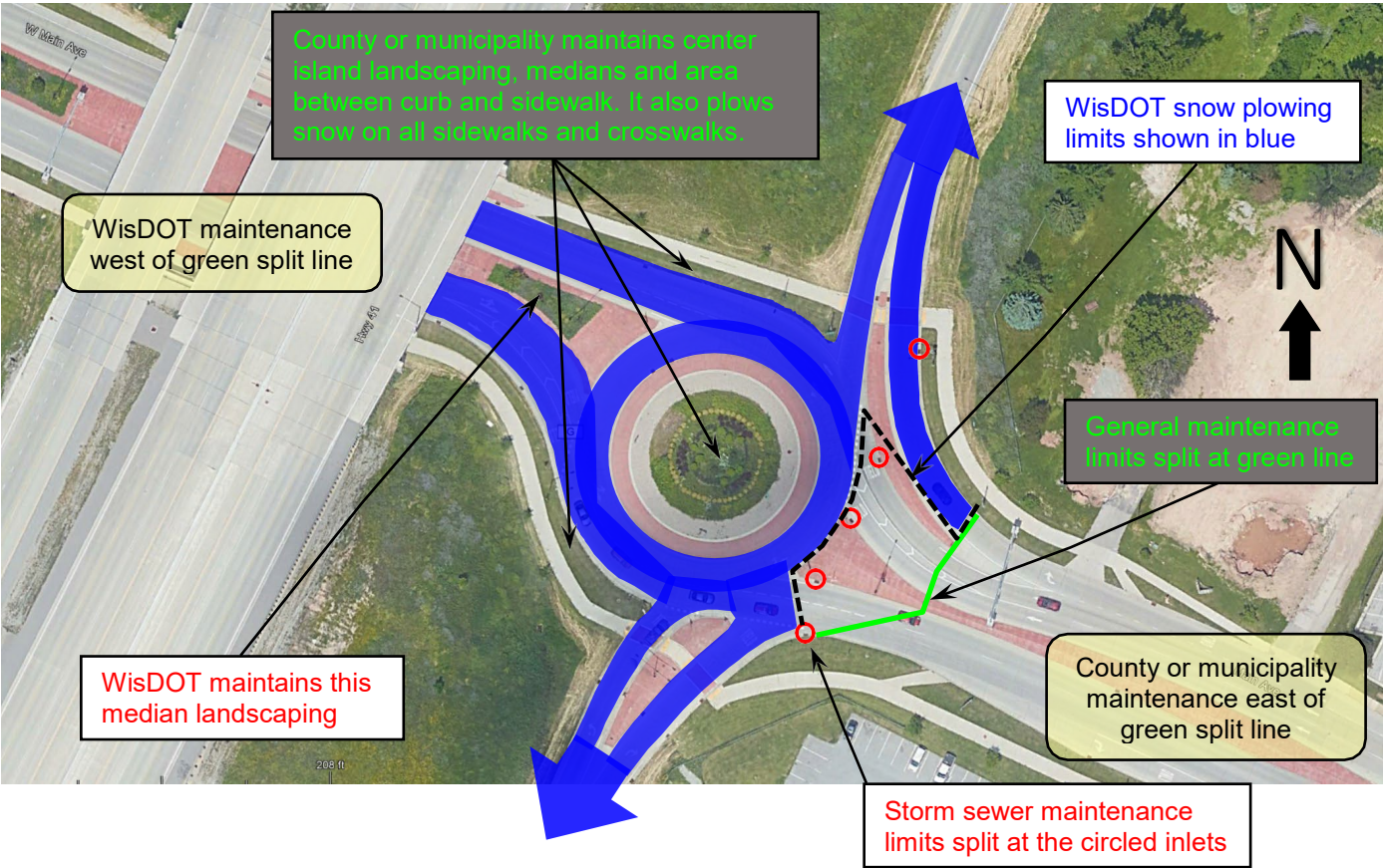


Figure 4:
Example Urban Roundabout Maintenance Limits





City Limits



City of Watertown Geographic Information System

Scale: 1 inch = 90 feet
SCALE BAR = 1"

Printed on: June 4, 2024
Author: Private User

DISCLAIMER: This map is not a substitute for an actual field survey or on-site investigation. The accuracy of this map is limited to the quality of the records from which it was assembled. Other inherent inaccuracies occur during the compilation process. City of Watertown makes no warranty whatsoever concerning this information.

**DRAFT RESOLUTION TO
APPROVE STATE MUNICIPAL MAINTENANCE AGREEMENT FOR
HIGHWAY 16 ROUNDABOUT AND RESURFACING PROJECT**

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

WHEREAS, The Wisconsin Department of Transportation (WisDOT) is planning to resurface State Trunk Highway (STH) 16 between County Trunk Highway (CTH) L in Watertown and Rock River Road in Ixonia in 2026; and,

WHEREAS, The WisDOT will construct a roundabout at the intersection of STH 16 and E. Main Street in Watertown as part of the project; and,

WHEREAS, the WisDOT is responsible for all roadway maintenance within the project limits; and,

WHEREAS, the City of Watertown is responsible for all roadway maintenance within the City’s jurisdiction.

**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 Maintenance Agreement (SMMA) for roadway maintenance work within the City’s jurisdiction associated with the resurfacing of STH 16 between CTH L in Watertown and Rock River Road in Ixonia, and the construction of a roundabout at the intersection of STH 16 and E. Main Street in Watertown for work to commence in calendar year 2026.

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

ADOPTED June 18, 2024

CITY CLERK

APPROVED June 18, 2024

MAYOR

MEMO

TO: Mark Stevens, Mayor McFarland
FROM: Tanya Reynen
DATE: June 7, 2024
RE: Tornado Siren

During the tornado warning events this spring the Boughton Street siren failed to alarm. The department was first made aware of this in early May. On June 5, 2024, the siren maintenance company assessed all city sirens and found the Boughton Street siren completely out of service and beyond repair. This is the city's oldest siren at over 50 years old.

The Boughton Street area houses many low-income residents in high-population apartment complexes in Dodge County, which, along with Grant and Dane counties, has the highest number of tornado events on average in the state. With Wisconsin experiencing higher than average tornado activity and having already met its annual average, timely warnings are critical. While cellular notifications are an alternative, they average a 7-minute delay compared to sirens.

I strongly recommend securing additional funding in 2024 to replace the Boughton Street siren, ensuring the safety of our most vulnerable residents and preventing further delays. The cost of replacement and labor is estimated to be \$26,000.

Regular maintenance has been completed on the remaining sirens which included replacing four batteries, a screen and adding locks. We have not yet received the invoice; a 2024 budget of \$4,600 exists for Siren Maintenance.

RESOLUTION TO
AMEND 2024 FUND 01 BUDGET

SPONSOR: MAYOR EMILY MCFARLAND
FROM: FINANCE COMMITTEE

WHEREAS, a tornado warning siren has recently failed to alarm, and

WHEREAS, the siren maintenance company has assessed the equipment and determined it to be beyond repair (50+ years old), and

WHEREAS, a quote for a replacement to be purchased and installed is estimated to cost \$26,000 and \$2,908 is available in a designated emergency government purchase account [05-52-51-70];

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

That the 2024 Fund 01 budget be amended as follows:

Account #	Name	Curr Bdgt	+ / -	Modified
01-52-51-60	Emergency Govt Capital Outlay	-	23,100	23,100
01-51-81-56	Contingency Fund	91,518	(23,100)	68,418

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

ADOPTED June 11, 2024

CITY CLERK

APPROVED June 11, 2024

MAYOR

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: Effective 01/01/2021

Title: Wastewater Treatment Plant Laboratory Manager

Department: Wastewater Utility

Pay Grade: L

FLSA Status: Exempt

General Summary:

The purpose of this position is to provide quantitative and qualitative laboratory analysis of the Watertown Wastewater Facility waste streams, industries, and waste haulers. To ensure all requirements and permit limits established by the Department of Natural Resources and Environmental Protection Agency are being met and industries and waste haulers are billed appropriately according to discharges. Work closely with operations and management to coordinate special projects to benefit the facility and wastewater division. There is a significant amount of work to track and maintain daily and the work performed by the lab has the potential to impact thousands of dollars in surcharges and is used for regulatory compliance. It is necessary to maintain constant focus and be able to manage and juggle many tasks at once. While there is always the chance for mistakes, it is pertinent to know when they happen and how to correct them. The position requires annual blind proficiency testing to maintain DNR certification accreditation as well as continued education related to the wastewater industry. Standards and practices for lab work and wastewater are continuously evolving and require frequent updating of knowledge and skills.

Perform wastewater sampling collection in the following areas: influent flow, primary effluent flow, aeration basin (activated sludge), final effluent flow, other in plant processes and industrial discharges to the sanitary sewer.

Reporting Responsibility:

Under the general direction of the Water Systems Manager. Tasks require the exercise of independent judgment, initiative, and discretion based on established policy and procedure. Work is reviewed through inspections and observation of effectiveness and continuity of the wastewater treatment plant operations and permit limits.

License:

State of Wisconsin: Regular driver's license, Wisconsin Department of Natural Resources Advanced Wastewater Operator Certification Subclasses: General, Laboratory

Training, Computer Skills, other:

This position requires proficiency with the Microsoft Office suite as well as extensive knowledge of the lab's Wastewater Information Management System (WIMS). Daily analyses are conducted utilizing several key and valuable instruments. All instrumentation must be maintained according to the manufacturer and Department of Natural Resources (DNR) requirements for laboratory compliance. This position oversees ensuring the maintenance schedule is followed and all instruments are complying.

Knowledge, Skills, Education:

Required requirements include: Bachelor's Degree in Chemistry, Biology, or related science by graduation from a four-year college with or a two-year specialized training program in wastewater treatment including laboratory procedures and an internship at a wastewater treatment facility or equivalent training and experience. Five years of wastewater plant operations (including laboratory work) or closely related job in the utilities field preferred and/or required.

Knowledge of mechanical equipment used in a wastewater treatment plant, considerable knowledge of chemical and biological processes taking place in a wastewater treatment plant, ability to operate SCADA computer and related software and interpret operating feedback data and to regulate equipment controls, considerable ability to read, understand and apply laboratory manuals.

Specific Accountabilities:**Laboratory maintenance and Quality Assurance / Quality Control (QA/QC) program**

- Direct responsibility for day-to-day compliance with laboratory QA/QC program in accordance with NR 149
- Maintain laboratory Quality Control Binder as well as Quality Manual per DNR requirements
- Laboratory maintenance, including but not limited to instrument calibrations, limit of detection and quantitation studies, bench sheet preparation, and solution prep and standardization
- Write and revise Standard Operating Procedures (SOP's) as needed.
- Maintain current inventory of lab supplies and equipment
- Maintain liaison with operations staff and troubleshoots problem areas as requested.
- Provide training support for lab to wastewater team, seasonal workers and operations for coverage on weekends, holidays and vacations.

Laboratory sample setup and data analysis

- Complete permit related, process checks, industrial and hauled waste sample set up and analysis for plant, DNR requirements and billing purposes
- Analysis and entry of all data obtained into the electronic monitoring reports
- Assist in plant and industrial sampling
- Monitor lab workflow and assign duties as necessary
- Supervision of the lab
- Provide technical and advisory support to operations, manager, assistant manager, and pre-treatment personnel (collections team)

Data and billing coordinator

- Ensure completion, review, and submit all industrial data for rates and billing purposes
- Complete industrial and waste hauler billing and submit to Utilities Billing Clerk
- Maintain contact with area industries regarding loadings, billing questions, and reporting
- Manage Hach Water Information Management Solution (WIMS) software program to develop statistical correlation between operational parameters and aid in troubleshooting operational problems
- Train all plant personnel who use Hach/WIMS initially and as changes occur
- Update Hach WIMS variables, reports, and spreadsheets as needed
- Maintain support for Hach WIMS
- Review and supply accurate data to the manager, assistant manager, plant operator, and pretreatment crew to assist in the preparation of regulatory and compliance reports and daily plant operations
- Act as back up to the manager for preparing various special reports for compliance and regulatory requirements (sludge production reports, Compliance Maintenance Annual Report (CMAR), Discharge Monitoring Report (DMR).

Ensure Adequate Staffing and Fill In

- Assist in evaluations with manager related to wastewater staff related to assigned work in the lab.
- Maintain laboratory staffing schedule to adequately account for weekend rotation

Water Systems Interview Panel Representative

- At the request of the manager, participate as a member of the interview panel.
- Discuss and evaluate candidates and provide input on finalists and new hires.

Physical Demands: Lifting approximately 20 lbs. occasionally, with infrequent lifting and/or carrying of objects weighing up to 40 lbs. Stooping, kneeling, crouching, crawling, reaching, handling, feeling, working with fingers, seeing, and walking or standing to a significant degree. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Requires the ability to recognize and identify similarities or differences between characteristics of colors, shapes, sounds, odors, and textures associated with job-related objects, materials and tasks.

Environmental Adaptability: Tasks are primarily performed indoors, but on rare occasions may risk exposure to adverse environmental conditions, such as dirt, dust, pollen, odors, wetness, fumes, temperature and noise extremes, machinery, vibrations, electric currents, toxic/poisonous agents, disease, or pathogenic substances.

Judgment and Situational Reasoning Ability: Ability to exercise independent judgment to apply facts and principles for developing approaches and techniques to proper resolution. Requires the ability to exercise the judgment, decisiveness and creativity required in situations involving the direction, control and planning of an entire program or multiple programs.

- Knowledge of equipment and materials in use for water and wastewater operations.
- Ability to provide backup supervision, ability to persuade, convince and train others. Ability to advise and interpret how to apply policies procedures and standards to specific situations.
- Ability to work a flexible shift, at time with accuracy and while fatigued.
- Common sense / detail orientated.
- Mathematic ability to add, subtract, multiply, divide, calculate percentages, fractions, and decimals.
- Knowledge of specialized process equipment and controls used for wastewater treatment purposes.
- Ability to advise and interpret how to apply policies procedures and standards to specific situations.
- Ability to utilize descriptive data and information such as inventory records and reports, repair orders and documentation, equipment requisitions, pumps and other equipment manuals.

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		Employer Name	City of Watertown
Job Title	Laboratory Manager	Work Location	800 Hoffmann Drive
Department	Public Works	Division	Wastewater
Full-Time / Part-Time	Full Time	Part-Time (Hrs per Wk)	
Supervisor Name	Peter Hartz	Supervisor Title	Water Systems Manager

SECTION 2

DESCRIPTION OF ESSENTIAL
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
<u>Laboratory maintenance and Quality Assurance / Quality Control (QA/QC) program</u> <ul style="list-style-type: none"> Direct responsibility for day-to-day compliance with laboratory QA/QC program in accordance with NR 149 Maintain laboratory Quality Control Binder as well as Quality Manual per DNR requirements Laboratory maintenance, including but not limited to instrument calibrations, limit of detection and quantitation studies, bench sheet preparation, and solution prep and standardization Write and revise Standard Operating Procedures (SOP's) as needed. Maintain current inventory of lab supplies and equipment Maintain liaison with operations staff and troubleshoots problem areas as requested Provide training support for lab to wastewater team, seasonal workers and operations for coverage on weekends, holidays and vacations. 	D	45
<u>Laboratory sample setup and data analysis</u> <ul style="list-style-type: none"> Complete permit related, process checks, industrial and hauled waste sample set up and analysis for plant, DNR requirements and billing purposes Analysis and entry of all data obtained into the electronic monitoring reports Assist in plant and industrial sampling Monitor lab workflow and assign duties as necessary Supervision of the lab Provide technical and advisory support to operations, manager, assistant manager, and pre-treatment personnel (collections team) 	D	40
<u>Data and billing coordinator</u> <ul style="list-style-type: none"> Ensure completion, review, and submit all industrial data for rates and billing purposes Complete industrial and waste hauler billing and submit to Utilities Billing Clerk Maintain contact with area industries in regard to loadings, billing questions, and reporting 	W	10

<ul style="list-style-type: none"> Manage Hach Water Information Management Solution (WIMS) software program to develop statistical correlation between operational parameters and aid in troubleshooting operational problems Train all plant personnel who use Hach/WIMS initially and as changes occur Update Hach WIMS variables, reports, and spreadsheets as needed Maintain support for Hach WIMS Review and supply accurate data to the manager, assistant manager, plant operator, and pretreatment crew to assist in the preparation of regulatory and compliance reports and daily plant operations Act as back up to the manager for preparing various special reports for compliance and regulatory requirements (sludge production reports, Compliance Maintenance Annual Report (CMAR), Discharge Monitoring Report (DMR), 		
<u>Ensure Adequate Staffing and Fill In</u> <ul style="list-style-type: none"> Assist in evaluations with manager related to wastewater staff as they relate to assigned work in the lab. Maintain laboratory staffing schedule to adequately account for weekend rotation 	M	2.5
<u>Water Systems Interview Panel Representative</u> <ul style="list-style-type: none"> At the request of the manager, participate as a member of the interview panel. Discuss and evaluate candidates and provide input on finalists and new hires. 	N	2.5

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:

This position requires proficiency with the Microsoft Office suite as well as extensive knowledge of the lab's Wastewater Information Management System (WIMS). Daily analyses are conducted utilizing several key and valuable instruments. All instrumentation must be maintained according to manufacturer and Department of Natural Resources (DNR) requirements for laboratory compliance. This position oversees ensuring the maintenance schedule is followed and all instruments are in compliance.

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
Ensure laboratory compliance according to regulatory codes and DNR requirements.	This position must have a thorough knowledge of regulations. If the answer is unknown, consult regulatory codes, supervisor or the DNR.	NR 149, DNR, Manager, Lab Pretreatment Coordinator, and Assistant Manager	DNR Auditor

Ensure all analyses are complete and thorough and fill in when necessary	We must all work together as a team to ensure all testing is being completed each day. Otherwise it may lead to lab and plant deficiencies.	Plant Operator	Manager
Adjust sample sizes according to sample strength and daily plant variations	Incorrect sample sizes lead to incomplete or insufficient data for daily operations and the DMR	Plant Operator	Manager
Communicate process changes/issues to industries and operations	Daily emails are sent to the 3 main industries in town so they can monitor discharge issues. If we do not catch changes in their samples, it can lead to increased loadings and plant upsets which lead to permit violations.	Superintendent, Lab Pretreatment Coordinator, and Assistant Superintendent	Manager
Assess working conditions in relation to safety	Working in an un-safe manner can lead to accidents and injury.	Safety Committee, Lab Pretreatment Coordinator, and/or Superintendent	Manager
Assess whether additional process sampling is necessary	If additional sampling is not conducted when the facility is experiencing process changes or upsets, it is hard to correct operational problems.	Superintendent and Assistant Superintendent	Plant Operator, Manager

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?
<u>Internal Contacts</u>		
Fellow Wastewater / Water coworkers	Daily conversations about workload, data review, and questions.	Assign workload to ensure all samples and testing are performed daily for assistance with duties during weekends, holidays and absence.
Lab/Pretreatment Coordinator	Daily conversations about lab and testing status as well as current sampling requirements	Make corrections and changes to lab testing and data, as necessary. Give advice and assistance with the lab QA/QC program. Assist in supervisory duties.
Plant Operators	Daily conversations about lab results, current process changes, and sampling needs.	Communicate current lab data and status so necessary plant adjustments can be made to meet permit limits.
Manager	Daily conversations about lab results, current process	Generate and analyze data. Make operational suggestions

	changes, and sampling needs.	and complete additional analyses as needed.
Sampling Technicians	Discuss current sampling needs or problems encountered. Balance work schedule	Fill in during absence and assist in confined space entry
Summer help	Train/direct daily workload	Train and instruct if needed as to proper lab protocols
Safety Committee Members	Discuss current safety needs	Work together to improve the overall safety of the City's working conditions
Utility Billing Clerk	Discuss billing and data used for billing purposes	Provide billing information and support for billing and reporting
<u>External Contacts</u>		
DNR	Phone and email contact for compliance clarification as well as audits every three years.	Consult with questions regarding lab practices and permit requirements
Environmental research groups	Provide assistance and act as laboratory liaison and field questions	Provide testing, data and analysis of samples for lakes and river groups and the DNR
Commercial Labs	Phone and email contact to inquire about lab needs and services	Schedule lab analyses and consult for guidance on instrumentation and testing
City Industries/Customers	Provide assistance and act as laboratory liaison and field questions	Act as a contact for questions and concerns over laboratory testing and sampling
Engineering Consultants	Provide assistance and act as laboratory liaison and field questions	Provide data and analysis of plant operation
Hach WIMS, and other software/instrumentations technicians	Phone contact to troubleshoot software	Update software, install new user clients, and troubleshoot as problems arise

SECTION 6

SUPERVISION / MANAGEMENT

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

Area of Action / Responsibility	Yes	No	Provides Input
Screen / Interview Applicants	X		
Hire / Promote Employees			X
Provide Written/Verbal Warnings			X
Suspend Employees		X	
Terminate Employees		X	

Prepare Work Schedules For Others	X		
Project Management	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		
Approve Overtime		X	
Approve Time Off Request For Others		X	
Develop / Implement Policies	X		
Do you directly 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		
Constantly is providing updated input related for the other members of the wastewater team that are scheduled for weekends and holidays. They are briefed, trained, and provided work responsibilities by this position for all weekends, holidays, and other known and unknown time off by the laboratory manager.	7		

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				X
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:

The purpose of this position is to provide quantitative and qualitative laboratory analysis of the Watertown Wastewater Facility waste streams, industries, and waste haulers. To ensure all requirements and permit limits established by the Department of Natural Resources and Environmental Protection Agency are being met and industries and waste haulers are billed appropriately according to discharges. Work closely with operations and management to coordinate special projects to benefit the facility and wastewater division. There is a significant amount of work to track and maintain daily and the work performed by the lab has the potential to impact thousands of dollars in surcharges and is used for regulatory compliance. It is necessary to maintain constant focus and be able to manage and juggle many tasks at once. While there is always the chance for mistakes, it is pertinent to know when they happen and how to correct them. The position requires annual blind proficiency testing to maintain DNR certification accreditation as well as continued education related to the wastewater industry. Standards and practices for lab work and wastewater are continuously evolving and require frequent updating of knowledge and skills.

TO BE COMPLETED BY THE EMPLOYEE'S SUPERVISOR

Section 3, Item G.

SECTION 9		SUPERVISOR INFORMATION	
Supervisor Name	Peter Hartz	Supervisor Title	Water Systems Manager

SECTION 10		EDUCATION <u>REQUIRED</u> FOR HIRE		
Level of Education (Select one with an "X")	Field(s) of Study			
<input type="checkbox"/> Less than High School Education	n/a			
<input type="checkbox"/> High School Education (or Equivalent)				
<input type="checkbox"/> One Year Certificate (or Equivalent)				
<input type="checkbox"/> Associate's Degree (or Equivalent)				
<input checked="" type="checkbox"/> Bachelor's Degree	Chemistry, Biology, or related science			
<input type="checkbox"/> Master's Degree				
<input type="checkbox"/> Professional Degree (Law, Medicine, etc.)				
<input type="checkbox"/> PhD w/ Dissertation				
<input type="checkbox"/> Other:				
Provide Any Additional Information Regarding the Required Education (e.g. preferred vs. required, specific coursework, etc.):				
Formal preparation (or equivalent) required to qualify for the position. Required: Graduation from a four-year college program in chemistry or related science. Relevant experience required to qualify for the position. Required: 2-5 years of chemical lab experience and wastewater experience.				

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):							
This position requires a thorough understanding of daily lab practices as well as regulatory requirements. There must be at minimum 4-5 years of hands-on progressive wastewater and laboratory experience.							

SECTION 12		CERTIFICATION / LICENSURE / TRAINING TO PERFORM JOB	
List Required Certification/Licensure/Training	How Attained/Provided	Required Upon Hire?	May Obtain After Hire?
DNR Operator Certification: Laboratory	Written exam, experience, and education	Preferred	Yes
CPR, First Aid, AED	Professional certification provided by a valid organization	Preferred	Yes
Proficiency with computers and Microsoft applications.	Experience and education	Desired	No
Describe any current practices as it relates to licensure or certification (e.g. extra pay for certification, employer payment for obtaining or renewing, etc.):			
Currently, the City of Watertown covers costs associated with continued education for maintaining DNR licenses as well as CPR, First Aid and AED training.			

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		
Section 1	Currently this position is FSLA Exempt status salary position. Competition for an employee with a 4-year bachelor's degree is very competitive in the market place; the wastewater utility has a full scale commercial laboratory and has a unique set of standards we need to follow for local, state and federal compliance to operate the laboratory. One of our disadvantages of housing a full scale commercial laboratory specialized in wastewater compliance is finding these employees who have the years of specific experience in a wastewater laboratory; Watertown is behind our peers and competition on what we currently pay for this job that is critical to continuance of compliance monitoring and testing.		

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	

Main Office
920-262-4060Brian Zirbes
920-262-4041Mark H.
920-342-0986Nikki Zimmerman
920-262-4045Dell Zwieg
920-262-4042Doug Zwieg
920-262-4062Dennis Quest
920-262-4061

MEMO

To: City of Watertown Finance Committee

From: Brian Zirbes, Zoning Administrator

Date: June 10th, 2024

RE: Options for filling/replacing the Building Inspector Position

The City of Watertown's Building Inspector is retiring at the end of 2024 and I am seeking direction from the committee on the best approach to fill this position. In preparation for this pending retirement, I have prepared two replacement options for consideration. Option A is the replacement of the Building Inspector as an internal City employee and Option B is the replacement of the Building Inspector with contracted building inspection services. Attached to this memo is a listing of pros and cons for both options. Also attached is a building permit fee comparison. The fee comparison shows how the current City fees for a hypothetical new residential home and a commercial building remodel compare to the fees required by contracted inspectors. The comparison also provides information on the existing fees collected by some nearby communities. In addition, attached are some proposed organizational charts for Building, Safety, and Zoning based upon the two Building Inspector replacement options and the staffing needed to cover the additional responsibilities currently performed by the Building Inspector.

Sincerely,
Brian Zirbes

Zoning and Floodplain Administrator
Building, Safety and Zoning

Enclosures

Building Inspection Options - 2025																																																																											
Option A		Option B																																																																									
Internal Staff Building Inspection		Contracted Building Inspection Services																																																																									
Pros:		Pros:																																																																									
<ul style="list-style-type: none">• Quick timely inspections.• Inspectors are available in office most days.• Permit fees do not have to be increased (can be if desired to generate more revenue).• Staff available to assist with other office duties.<ul style="list-style-type: none">○ Code administration assistance, fence, sheds, signs, pools, chickens, etc.○ Complaints/violations.○ Cover office during absences of other staff.• Institutional knowledge of the City and it's operations.		<ul style="list-style-type: none">• No staff expenses.<ul style="list-style-type: none">○ salaries, fringe, training, computers etc.• Reduced vehicle expenses.<ul style="list-style-type: none">○ fuel, repairs, replacement vehicles, etc.• Potential revenue from permit fees.• Staff turnover issues eliminated.• All building inspection certifications available.																																																																									
Cons:		Cons:																																																																									
<ul style="list-style-type: none">• Staffing costs.• Vehicle expenses.• Extremely difficult to recruit and retain staff with Building Inspection certifications. Pay rates below average (increased fees could help increase pay rates).		<ul style="list-style-type: none">• Potentially longer waits to get an inspection.• Inspectors will have more limited office hours.• Higher permit fees. Fees will need to be raised.• No staff available to assist with other office duties.<ul style="list-style-type: none">○ Code administration assistance, fence, sheds, signs, pools, chickens, etc.○ Cover office during absences of other staff.• BS&Z office staffing will be minimal. There will be times no one is in the office.																																																																									
Cost Structure:		Cost Structure:																																																																									
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*These figures would be approximate revenue gains for the City due to no longer having Building Inspection staff salary and fringe to pay. % will vary by contractor. Higher fees will result in higher revenues for the City. ➡																																																																											

Residential Permit Fee Comparison:

Current City of Watertown Fees:

4,181 SF New Residential Home Construction:

Res. Plan Approval Fee:	\$55.00
Inspection Fee:	\$1,045.25 (4,181 x \$0.25/sf)
State Seal Fee:	\$40.00
Occupancy Permit:	<u>\$25.00</u>
Total Bldg. Permit Fees	\$1,165.25

1 & 2 Family Erosion Control \$0 – No current City fee for this.

Plus mechanical fees as listed below:

Electric	\$160.43	(4,181 sf x \$0.03/sf + \$35 Admin. Fee – Min. \$105 Fee)
Plumbing	\$160.43	(4,181 sf x \$0.03/sf + \$35 Admin. Fee – Min. \$105 Fee)
HVAC	<u>\$160.43</u>	(4,181 sf x \$0.03/sf + \$35 Admin. Fee – Min. \$105 Fee)
Total Mech.	\$481.29	

Total Bldg. & Mechanical Fees: **\$1,646.54**

Proposed General Engineering Fees:

4,181 SF New Residential Home Construction:

Res. Plan Approval Fee:	\$55.00	(Current City Fee carried forward, not a GEC fee)
Inspection Fee:	\$1,170.68	(4,181 x \$0.28/sf – Min. Fee \$770)
State Seal Fee:	\$40.00	
Occupancy Permit:	<u>\$25.00</u>	(Current City Fee carried forward, not a GEC fee)
Total Bldg. Permit Fees	\$1,290.68	

1 & 2 Family Erosion Control \$0 - No current City fee for this.

Plus mechanical fees as listed below:

Electric	\$150.00
Plumbing	\$105.00
HVAC	<u>\$105.00</u>
Total Mech.	\$360.00

Total Bldg. & Mechanical Fees: **\$1,650.68 + \$330.14 (20% for City Administrative Fee) = \$1,980.82**

Fees in the City of Hartford:

4,181 SF New Residential Home Construction:

Res. Plan Approval Fee:	\$ 55.00	
Inspection Fee:	\$1,463.35	(4,181 x \$0.35/sf)
State Seal Fee:	\$ 40.00	
Occupancy Permit:	<u>\$ 60.00</u>	
Total Bldg. Permit Fees	\$ 1,618.35	

1 & 2 Family Erosion Control \$175
Zoning Permit Fee \$100

Plus mechanical fees as listed below:

Electric	\$275.86 (\$0.06/sf + \$25/unit)
Plumbing	\$275.86 (\$0.06/sf + \$25/unit)
HVAC	<u>\$275.86 (\$0.06/sf + \$25/unit)</u>
Total Mech.	\$827.58

Total Bldg. & Mechanical Fees: **\$2,720.93**

Fees in the City of Oconomowoc:

4,181 SF New Residential Home Construction:

Res. Plan Approval Fee:	\$100.00
Inspection Fee:	\$1,254.30 (4,181 x \$0.30/sf)
State Seal Fee:	\$40.00
Occupancy Permit:	<u>\$0.00</u>
Total Bldg. Permit Fees	\$1,394.30

1 & 2 Family Erosion Control \$0 – No current City fee for this.

Plus mechanical fees as listed below:

Electric	\$300.86	(4,181 sf x \$0.06/sf + \$50 Base Fee – Min. \$70 Fee)
Plumbing	\$300.86	(4,181 sf x \$0.06/sf + \$50 Base Fee – Min. \$70 Fee)
HVAC	<u>\$300.86</u>	(4,181 sf x \$0.06/sf + \$50 Base. Fee – Min.\$70 Fee)
Total Mech.	\$902.58	

Total Bldg. & Mechanical Fees: \$2,296.88

Fees in the Town of Lake Mills:

4,181 SF New Residential Home Construction:

Res. Plan Approval Fee:	\$250.00
Inspection Fee:	\$1,546.97 (4,181 x \$0.37/sf) \$100 minimum)
State Seal Fee:	\$40.00 (Current City Fee carried forward, not a Town of Lake Mills fee)
Occupancy Permit:	<u>\$55.00 (per dwelling unit)</u>
Total Bldg. Permit Fees	\$1,891.97

1 & 2 Family Erosion Control \$0 – No current City fee for this.

Plus mechanical fees as listed below:

Electric	\$320.86	(4,181 sf x \$0.06/sf + \$70 Base Fee)
Plumbing	\$320.86	(4,181 sf x \$0.06/sf + \$70 Base Fee)
HVAC	<u>\$320.86</u>	(4,181 sf x \$0.06/sf + \$70 Base Fee)
Total Mech.	\$962.58	

Total Bldg. & Mechanical Fees: \$2,854.55

Commercial Permit Fee Comparison:

Current City of Watertown Fees:

976 SF Commercial Remodel – NO state approval (plan approval completed in-house):

Comm. Plan Approval Fee:	\$250.00**
Inspection Fee:	\$244.00 (976 x \$0.25/sf)
Occupancy Permit:	\$0
Total Bldg. Permit Fees	\$494.00

Plus mechanical fees as listed below:

Electric	\$105	(976 x \$0.03/sf + \$35 Admin. Fee – Min. \$105 Fee)
Plumbing	\$105	(976 sf x \$0.03/sf + \$35 Admin. Fee – Min. \$105 Fee)
HVAC	\$105	(976 sf x \$0.03/sf + \$35 Admin. Fee – Min. \$105 Fee)
Total Mech.	\$315	

Total Bldg. & Mechanical Fees: \$809.00

**** = City of Watertown currently can review projects up to 50,000 square feet total. Above that square footage, plans must be reviewed at state level. For any plans reviewed at the state level, the City of Watertown plan review fee is \$105.**

Proposed General Engineering Fees:

976 SF Commercial Remodel – NO state approval (plan approval completed in-house):

Comm. Plan Approval Fee:	\$250.00 (Current City Fee carried forward, not a GEC fee)**
Inspection Fee:	\$250.00 (\$0.12/sf – min. fee of \$250)
Occupancy Permit:	\$0
Total Bldg. Permit Fees	\$500.00

Plus mechanical fees as listed below:

Electric	\$200.00	(976 x \$0.07/sf – Min. \$200 Fee)
Plumbing	\$150.00	(976 x \$0.07/sf – Min. \$150 Fee)
HVAC	\$150.00	(976 x \$0.07/sf – Min. \$150 Fee)
Total Mech.	\$500	

Total Bldg. & Mechanical Fees: \$1,000.00 + \$200.00 (20% for City Administrative Fee) = \$1,200.00

**** = GEC is able to review all plans regardless of square footage.**

Fees in the City of Hartford:

976 SF Commercial Remodel - NO state approval (plan approval completed in-house):

Comm. Plan Approval Fee:	\$200.00 (if less than 50,000 square feet)**
Inspection Fee:	\$341.60 (\$0.35/sf – min. fee of \$55)
Occupancy Permit:	\$180/unit
Total Bldg. Permit Fees	\$721.60

Plus mechanical fees as listed below:

Electric	\$83.56	(976 x \$0.06/sf + \$25/unit)
Plumbing	\$83.56	(976 x \$0.06/sf + \$25/unit)
HVAC	\$83.56	(976 x \$0.06/sf + \$25/unit)
Total Mech.	\$250.68	

Total Bldg. & Mechanical Fees: \$972.28

****=City of Hartford currently can review projects up to 50,000 square feet total. Above that square footage, plans must be reviewed at state level.**

Fees in the City of Oconomowoc:

976 SF Commercial Remodel – NO state approval (plan approval completed in-house):		
Comm. Plan Approval Fee:	\$250.00	(Current City of Watertwn Fee carried forward, not a City of Oconomoooc fee)**
Inspection Fee:	\$3,600	(\$8/\$1,000 in valuation, \$75 minimum) *The estimated value for this example was \$450,000
Occupancy Permit:	<u>\$0</u>	
Total Bldg. Permit Fees	\$3,850	

Plus mechanical fees as listed below:

Electric	\$108.56	(976 sf x \$0.06/sf + \$50 Base Fee – Min. \$70 Fee)
Plumbing	\$108.56	(976 sf x \$0.06/sf + \$50 Base Fee – Min. \$70 Fee)
HVAC	<u>\$108.56</u>	(976 sf x \$0.06/sf + \$50 Base Fee – Min. \$70 Fee)
Total Mech.	\$325.68	

Total Bldg. & Mechanical Fees: \$4,175.68

Fees in the Town of Lake Mills:

976 SF Commercial Remodel – NO state approval (plan approval completed in-house):		
Comm. Plan Approval Fee:	\$250.00	
Inspection Fee:	\$361.12	(\$.37/sf min. \$175)
Occupancy Permit:	<u>\$215.00</u>	
Total Bldg. Permit Fees	\$826.12	

Plus mechanical fees as listed below:

Electric	\$128.56	(976 sf x \$0.06/sf + \$70 Base Fee)
Plumbing	\$128.56	(976 sf x \$0.06/sf + \$70 Base Fee)
HVAC	<u>\$128.56</u>	(976 sf x \$0.06/sf + \$70 Base Fee)
Total Mech.	\$385.68	

Total Bldg. & Mechanical Fees: \$1,211.80

Organizational Chart Key

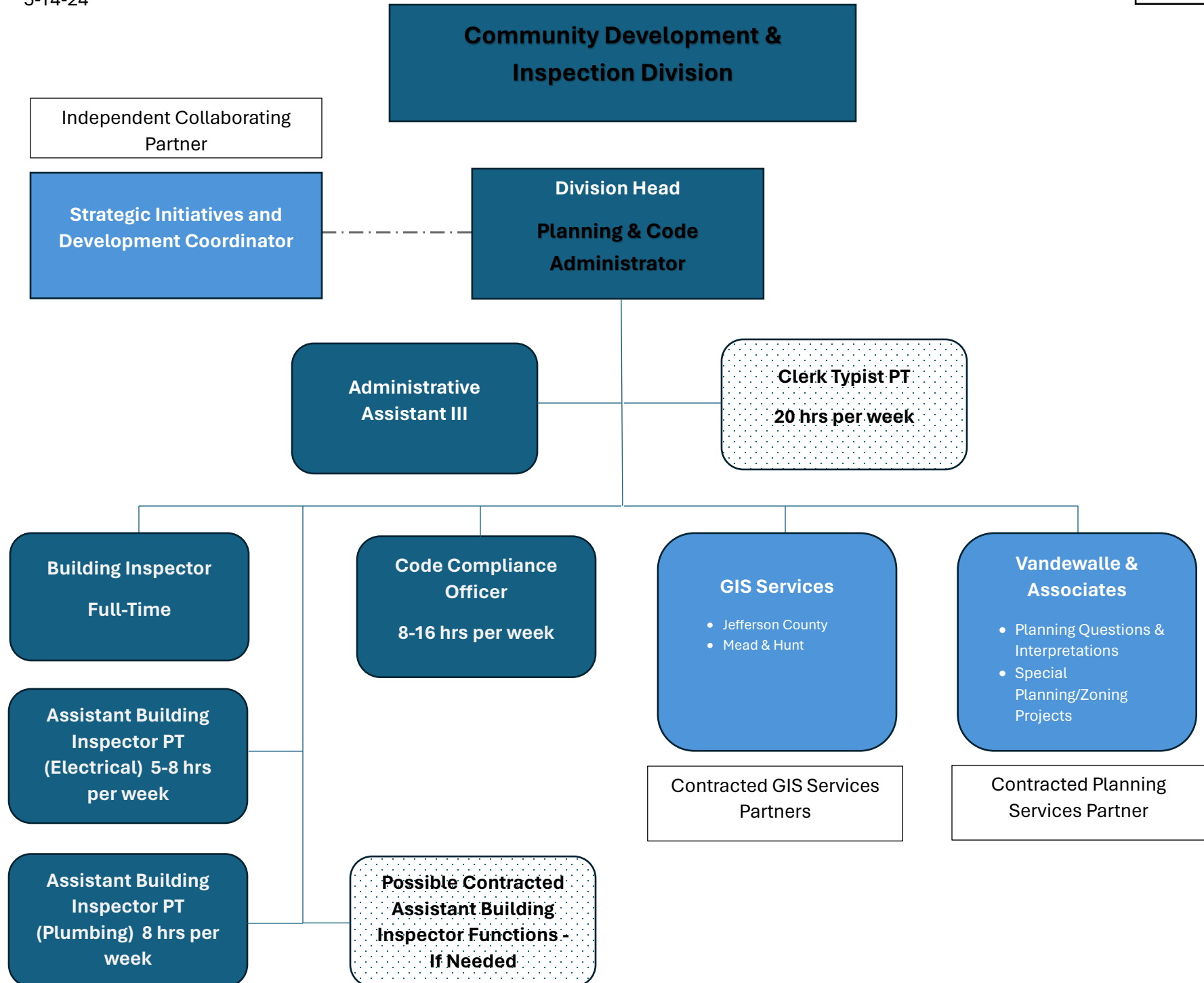
Shape with Dark Blue Background and **White** Text is an existing Title / Position

Shape with Dark Blue background and **Black** Text is an existing Title / Position with a proposed Name Change

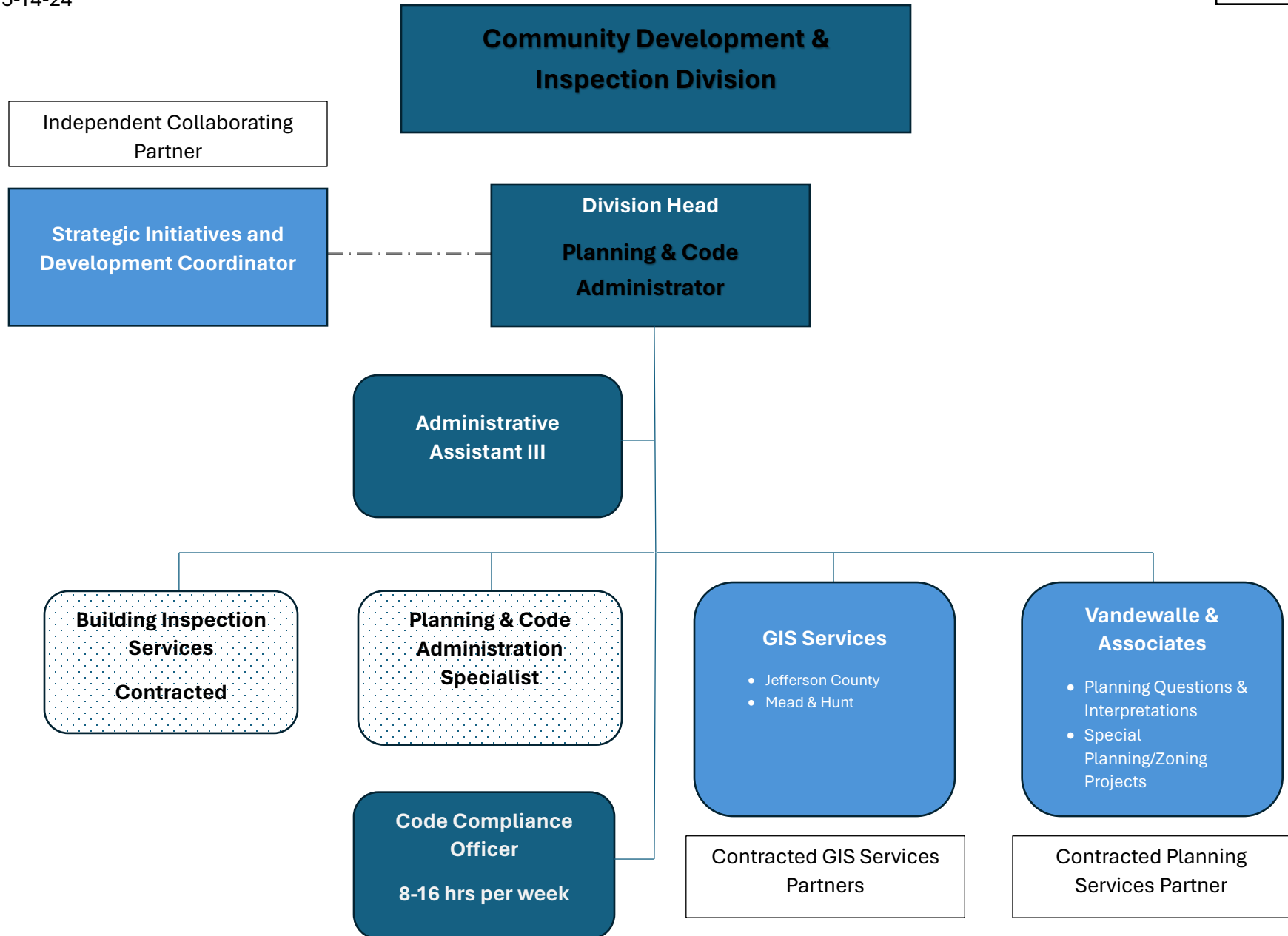
Shape with a Speckled background and **Black** Text is a New Proposed Title / Position or Contracted Service

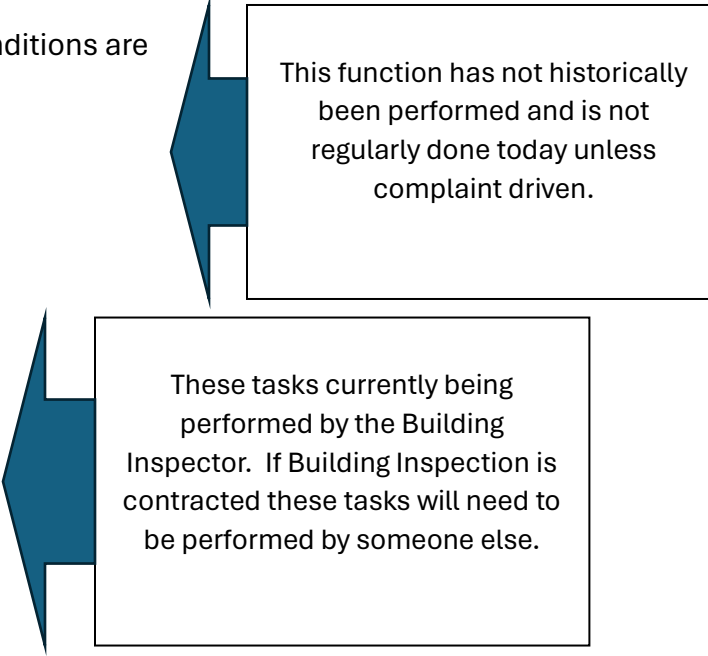
Shape with Light Blue Background and **White** Text is an existing Contracted Service or Partner Entity

5-14-24



5-14-24



- Assist with Development Inquiries
 - Counter/Phone/Email
 - Assist with Code Administration/Enforcement
 - Field verifies Rezoning/CUP Conditions are being met.
 - Landscaping
 - Lighting
 - Etc.
 - Fence/Retaining Wall Permits
 - Sign Permits
 - Accessory Structure Permits
 - Chickens/ Coop Permits
 - Pool Permits
 - Others
 - Assists Code Enforcement Officer with complaints and compliance.
- 
- Assist with Planning Projects (some contracted projects could be done in-house).
 - Recent Examples: Multi/Unknown Zoning and Overlay Zoning correction projects contracted out to Vandewalle (project costs \$7,000 and \$9,500 respectively).
 - Assist with CUPs, Successor CUPs, rezonings – freed up administrative assistant time.
 - Assist with drafting and review of documents for recording at ROD after approval by the Plan Commission.
 - Building Address Administration – freed up administrative assistant time.
 - CRS Coordinator Duties – freed up administrative assistant time.
 - Alternate for Site Plan and Plan Commission.
 - Provides office presence when others are out.

Office of
Human Resources
106 Jones Street
PO Box 477
Watertown, WI 53094-0477
(920) 262-4058

Memo

To: Mayor McFarland & Finance Committee

From: Lisa Schwartz, Human Resources Coordinator

Date: May 31, 2024

Re: Proposed Employee Handbook Updates

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

Annually the handbook is reviewed for items to be memorialized that occur in general day to day practices affecting City of Watertown employees. Please note the following items recommended for updating:

- Change one refers to the compensatory time payout that is calculated and paid on the first pay date of December according to the current policy. It's proposed to change this to the last pay date of December allowing additional time for employees to use the compensatory pay.
- Change two will update the relations covered under bereavement policy and specific language for regular part time employee eligibility.
- Change three expands the use of sick leave to care for members in the employee's household.

Change # 1

Pay out of compensatory time from the first pay period in December to the last pay period.

Current Policy:

Page 25 Section IV. Employment Compensation letter E. Overtime and Compensatory Time:

Non-Exempt Employees

All non-exempt employees of the City are to receive overtime compensation for all hours worked in excess of their regularly scheduled workweek. Compensation may be in the form of compensatory time off at the rate of one and one-half (1-½) hours for each hour of overtime worked or in the form of pay at the rate of one and one-half (1-½) times the employee's normal hourly rate. Holidays, vacations, compensatory time, and sick leave shall be included in the calculation of hours worked. The employee

may elect to take compensatory time in lieu of monetary payment. Use of compensatory time off shall be at the discretion of and with the approval of the department head.

Compensatory time off may be accumulated to a maximum balance of eighty (80) hours during the calendar year. Compensatory time shall not be allowed to be carried over at year end. The compensatory account balance cannot exceed the eighty (80) hours maximum balance but can be refilled up to eighty (80) hours at any point in the year. Unused compensatory time may be exchanged for the cash equivalent payable on the first pay date of December of each year. Any remaining compensatory time prior to the last pay date of the year will be paid out to the employee on the last payroll check of the year.

Fire Department Battalion Chiefs and Police Sergeants

Fire Department Battalion Chiefs who work a platoon schedule may trade duty hours or shifts on the same basis as represented employees covered by a collective bargaining agreement, with all such trades being subject to established Fire Department Policy. Battalion Chiefs may accumulate Compensatory time off up to a maximum balance of one hundred twenty (120) hours during the calendar year. Compensatory time shall not be allowed to be carried over at year end. The compensatory account balance cannot exceed the one hundred twenty (120) hours maximum balance but can be refilled up to one hundred twenty (120) hours at any point in the year. Unused compensatory time may be exchanged for the cash equivalent payable on the first pay date of December of each year. Any remaining compensatory time prior to the last pay date of the year will be paid out to the employee on the last payroll check of the year.

Proposed Policy:

Page 25 Section IV. Employment Compensation letter E. Overtime and Compensatory Time:

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All non-exempt employees of the City are to receive overtime compensation for all hours worked in excess of their regularly scheduled workweek. Compensation may be in the form of compensatory time off at the rate of one and one-half (1½) hours for each hour of overtime worked or in the form of pay at the rate of one and one-half (1½) times the employee's normal hourly rate. Holidays, vacations, compensatory time, and sick leave shall be included in the calculation of hours worked. The employee may elect to take compensatory time in lieu of monetary payment. Use of compensatory time off shall be at the discretion of and with the approval of the department head.

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Change # 2

The inclusion of aunt or uncle into the bereavement policy and the specification of bereavement benefits for regular part time employees.

Current Policy:

Page 44 Section VI. Leaves letter A. Bereavement Leave:

Non-Exempt Employees

A. BEREAVEMENT LEAVE

The City will grant leaves of absence with pay for the purpose of bereaving the loss of the following: three (3) days in case of the death of a parent, step-parent, child, step-child or spouse; two (2) days in case of the death of a sibling or step-sibling; one (1) day in case of the death of an in-law (mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law) or of a grandparent, step-grandparent, grandchild or step-grandchild of the employee or employee's spouse. In the event an employee is asked to act as a pallbearer at the funeral of someone outside of his/her immediate family, he/she shall be granted one (1) day per year of bereavement pay.

Proposed Policy:

Page 44 Section VI. Leaves letter A. Bereavement Leave:

Non-Exempt Employees

A. BEREAVEMENT LEAVE

The City will grant leaves of absence with pay for the purpose of bereaving the loss of the following: three (3) days in case of the death of a parent, step-parent, child, step-child or spouse; two (2) days in case of the death of a sibling or step-sibling,; one (1) day in case of the death of an in-law (mother-in-

law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law), **aunt or uncle of the employee or employee's spouse**, or of a grandparent, step-grandparent, grandchild or step-grandchild of the employee or employee's spouse. In the event an employee is asked to act as a pallbearer at the funeral of someone outside of his/her immediate family, he/she shall be granted one (1) day per year of bereavement pay. **Employees in positions that work weekly schedules of less than forty (40) but more than thirty (30) hours will be granted pay at the rate of six (6) hours per day as noted above. Employees that work weekly schedules less than thirty (30) but more than twenty (20) hours will be granted pay at the rate of four (4) hours per day. Employees that work weekly schedules of less than twenty (20) are not eligible for bereavement leave.**

Change # 3

Expanding the sick leave policy to cover members of employee's household that are not currently covered.

Current Policy:

Page 28 Section V. Benefits letter A. Sick Leave:

A. SICK LEAVE

Full-time and eligible less than full-time employees, except those in the Fire Department who work on a platoon basis, shall be allowed to accumulate sick leave according to the average amount of hours the employee is scheduled to work. Employees that are considered full time will earn pay at the rate of four (4) hours per full pay period. Employees that work less than forty (40) but more than thirty (30) hours will earn pay at the rate of three (3) hours per full pay period. Employees that work less than thirty (30) but more than twenty (20) hours will earn pay at the rate of two (2) hours per full pay period. Employees that work less than twenty (20) will not be eligible for sick leave. Sick leave may be accumulated to a total of not more than one hundred twenty (120) days. No such leave shall be accumulated for any pay period in which the employee does not receive pay for five (5) regular workdays. Regular workdays shall include paid holidays, paid vacations, paid compensatory time, and paid time actually spent on the job.

Reasons

Sick leave shall be available for absences from duty on a scheduled workday because of an employee's illness, an employees' dependents' illness, exposure to contagious disease or because of a serious health condition in the employee's immediate family, i.e. spouse, parent, minor child, or adult child incapable of self-care. The terms "incapable of self-care" and "serious health condition" are defined as those terms as used in both Federal and State Family Medical Leave Acts.

Proposed Policy:

Page 28 Section V. Benefits letter A. Sick Leave:

A. SICK LEAVE

Full-time and eligible less than full-time employees, except those in the Fire Department who work on a platoon basis, shall be allowed to accumulate sick leave according to the average amount of hours the

employee is scheduled to work. Employees that are considered full time will earn pay at the rate of four (4) hours per full pay period. Employees that work less than forty (40) but more than thirty (30) hours will earn pay at the rate of three (3) hours per full pay period. Employees that work less than thirty (30) but more than twenty (20) hours will earn pay at the rate of two (2) hours per full pay period. Employees that work less than twenty (20) will not be eligible for sick leave. Sick leave may be accumulated to a total of not more than one hundred twenty (120) days. No such leave shall be accumulated for any pay period in which the employee does not receive pay for five (5) regular workdays. Regular workdays shall include paid holidays, paid vacations, paid compensatory time, and paid time actually spent on the job.

Reasons

Sick leave shall be available for absences from duty on a scheduled workday because of an employee's illness, an employees' dependents' illness, exposure to contagious disease or because of a serious health condition in the employee's immediate family, i.e. spouse, parent, minor child, or adult child incapable of self-care, **or member of the employee's household**. The terms "incapable of self-care" and "serious health condition" are defined as those terms as used in both Federal and State Family Medical Leave Acts.

To: Finance Committee
From: Mark Stevens
Date: June 10, 2024
RE: 2025 Health Insurance Premiums Outlook

The WI Insurance Board made good on its commitment to determine and announce what the rate increase will be for its ETF group health insurance program earlier in the year. Unfortunately, following the 2024 increase of over 14%, the rate for 2025 is 11.2%.

Watertown has historically been paying 90% of the lowest “Tier 1” insurance provider in Jefferson County. There will no longer be any Tier 1 provider assigned in the County, so we are now assigned to what is called the State Maintenance Plan (SMP), a higher premium plan. If we were to continue to pay 90% of this higher plan at the increased 11.2%, our current health insurance premiums of \$2,793,000 would have to increase an additional \$1,719,580, a 61% increase.

At the minimum, the City will need to change its customary 90/10 cost sharing split to a different formula. In researching the parameters of the WI ETF guidelines, participating municipalities are allowed to pay within the range of 50% to 88%. We have been paying 90%, more than the program allows. The mayor requested that we work to limit the increase in the employee portion. I have an approach that would equate to an average increase of 6.5% for 90% of our group (those using MercyCare or Dean) and a 7.9% average including all plans. This method replaces the shared employer/employee 90/10 split with a fixed dollar amount that eliminates a tie to a stated percentage that is different if the County has a Tier 1 rate or SMP rate. My initial calculation is an increased cost to the City of \$334,000.

The back-to-back double-digit increases in the State plan are also prompting us to seek pricing from the traditional marketplace as well. The Watertown community has always been a difficult region for insurance companies that center care around either Dane or Milwaukee/Waukesha counties. Fortunately, the earlier announcement by the State will afford us the opportunity to consider alternatives. Changing a health plan can be disruptive, yet we are participating in a plan that, from my past plan administration experiences, lacks cost containment methods used to curb sizable increases. After wages, our health plan is our second largest expense and needs careful consideration as we enter the 2025 budget cycle.



To: Finance Committee
CC: Mayor McFarland
From: Mason Becker, Strategic Initiatives and Development Coordinator
Date: June 5, 2024
Re: Status of 111 S Water St

Dear Committee Members,

I am writing to update you on the status of 111 S Water St, the parcel immediately south of the Bentzin Family Town Square.

As you may recall, the City released a Request for Proposal for projects for this site in December 2023. Greywolf Partners responded to the RFP in January 2024, with a proposal for an apartment building on the site, similar to a project that had previously been planned on the same parcel by a different developer. The City's Finance Committee had consented to City staff moving forward with negotiations to work with Greywolf Partners on a development agreement for the site.

We recently learned that Greywolf's VP of Development, who had been steering the initial planning of the development, will be leaving Greywolf in early June. As a result, Greywolf is pulling back from their proposal for this site due to a lack of internal capacity and other current development commitments.

Further, Greywolf has also made the approximately 90 acres of land on the City's northwest side (near Farm & Fleet) available for sale, for the same reasons noted above. We understand a different development group has engaged with a letter of intent to purchase the property. Mayor McFarland and I have already met with this new group, and they have similar plans for the site as Greywolf did (a mix of commercial and residential development).

I plan to work diligently to find a new developer to bring a project to the 111 S Water Street site. This parcel is a critical component of the redevelopment of downtown Watertown and is an opportunity created by the substantial public investments made in the Bentzin Family Town Square and the Watertown Public Library. I have already had two different developers express preliminary interest in the site. City staff will also continue working with the new developers on the northwest side development, should they close on purchasing the property.

Sincerely,

Mason T. Becker
Strategic Initiatives and Development Coordinator



To: Finance Committee
CC: Mayor McFarland
From: Mason Becker, Strategic Initiatives and Development Coordinator
Date: June 4, 2024
Re: Development Agreement with Greater Watertown Community Health Foundation (GWCHF)

Dear Committee Members,

As you are aware, the City of Watertown has been working for some time to enter into a Development Agreement (DA) with the Greater Watertown Community Health Foundation (GWCHF) to facilitate a significant residential development project at the former Bethesda property. This partnership aims to develop a total of 48.5 acres of land (39.2 acres covered in this agreement) into a residential community which will address a significant identified need for housing in the City. The Finance Committee previously approved a term sheet which is the basis for this DA.

As a recap, for the portion of the development covered in this agreement (the planned apartment buildings will be part of a separate agreement), GWCHF's development partners plan to construct 96 residential units, consisting of 78 single-family homes and 18 twin homes. The development will include necessary infrastructure such as roads, sidewalks, utilities, green spaces, and walking paths. This project is expected to enhance property values and provide numerous benefits to the surrounding neighborhoods and the City as a whole, and will integrate well with the nearby Tom and Mary Schultz Family YMCA which will be breaking ground yet this month.

GWCHF will ensure that construction begins promptly and proceeds according to the established timeline, with initial unit permits to be submitted by March 1, 2025. The development project, including the required infrastructure, will be undertaken at GWCHF's expense, with the City providing reimbursements for actual costs incurred, excluding soft costs such as engineering and legal fees.

As a reminder, this development will return a significant acreage of land from tax-exempt status back onto the tax rolls of the City.

Overall, this Development Agreement represents a strategic partnership that aims to foster residential growth, increase property values, and continue to grow our community. The City's financial support and facilitation are vital for the successful completion of this project, which promises substantial benefits for the City, especially in light of other recent economic development news within the Jefferson County area.

Sincerely,

Mason T. Becker
Strategic Initiatives and Development Coordinator