



## COMMON COUNCIL MEETING AGENDA

TUESDAY, DECEMBER 06, 2022 AT 7:00 PM

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

*For the public: Members of the media and the public may attend **by calling:** (571) 317-3122*

**Access Code:** 153-925-469 or <https://www.gotomeet.me/EMcFarland>

*All public participants' phones will be muted during the meeting except during the public comment period. This meeting will be streamed live on YouTube, streamed live on WatertownTV.com (via YouTube), and aired live on Charter Channel 984. Watertown TV's YouTube page: <https://www.youtube.com/c/WatertownTV>*

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. PLEDGE OF ALLEGIANCE**

**4. MINUTES OF COUNCIL MEETING HELD**

[A.](#) Minutes from November 29, 2022

**5. COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT**

*Members of the public who wish to address the Council must register their request in writing before the meeting begins. Each individual who requests to address the Council will be permitted up to three minutes for their comments.*

**6. REPORTS**

[A.](#) Public Library Board of Trustees meeting minutes from September 8, 2022

[B.](#) Police and Fire Commission meeting minutes from September 12, 2022

[C.](#) Historic Preservation Commission meeting minutes from September 21, 2022

[D.](#) Board of Health minutes from October 4, 2022

[E.](#) Public Library Board of Trustees meeting minutes from October 13, 2022

[F.](#) Park & Recreation minutes from October 17, 2022

[G.](#) Senior Center Advisory Board meeting minutes from October 18, 2022

[H.](#) Plan Commission Minutes from October 24, 2022

[I.](#) Park & Recreation minutes from November 2, 2022

[J.](#) Public Safety & Welfare meeting minutes from November 2, 2022

[K.](#) Public Library Board of Trustees meeting minutes from November 10, 2022

[L.](#) Public Works Commission meeting minutes from November 11, 2022

[M.](#) Site Plan Review minutes from November 14, 2022

**7. COMMUNICATION & RECOMMENDATIONS**

[A.](#) December Employee Recognition

[B.](#) Town Square Update

**8. ACCOUNTS PAYABLE**

[A.](#) Accounts Payable

**9. MISCELLANEOUS BUSINESS**

[A.](#) Payroll Summary - November 2, 2022 to November 15, 2022

- B. Credit Card purchases over \$10K - October

## 10. ORDINANCES

- A. Ord. 22-73 - Amend Section 500-6 Parking Limitations A. (5) Municipal Parking Lot Limitations (Sponsor: Ald Smith, From: Public Safety & Welfare Committee, 2nd reading)
- B. Ord. 22-74 - Create a portion of Section 500-9 A. Parking Prohibited in Specific Places of the City of Watertown General Ordinances (Sponsor: Ald. Smith, From: Public Safety & Welfare Committee, 2nd reading)
- C. Ord. 22-75 - Amend Section 319 Article II Environmental Sanitation (Sponsor: Ald. Lampe From: Board of Health, 1st Reading)

## 11. RESOLUTIONS

- A. Exh. 9455 – Resolution to apply capital grant from Department of Transportation for fleet purchases (Sponsor: Mayor McFarland From: Finance Committee)
- B. Exh. 9456 – Resolution to apply for operating grant from Department of Transportation for shared-ride taxi service (Sponsor: Mayor McFarland From: Finance Committee)
- C. Exh. 9457 - Resolution Adopting a Revised Intergovernmental Agreement Continuing the Jefferson County Economic Development Consortium (Sponsor: Mayor Emily McFarland From: Finance Committee)
- D. Exh. 9458 - Resolution to Repair Aquatic Center Slides and Platforms (Sponsor: Ald. Licht From: Parks, Recreation, and Forestry Commission)
- E. Exh. 9459 - Resolution to Amend City of Watertown General Fund Budget 2022 (Sponsor: Ald. Licht From: Parks, Recreation, and Forestry Commission)
- F. Exh. 9460 - Resolution to Approve Award for Additional Vacation Time for 2023 for All Current Employees Starting Prior to January 1, 2022 (Sponsor: Mayor McFarland From: Finance Committee)
- G. Exh. 9461 - Resolution to Amend the City of Watertown Employee Handbook Related to Vacation and Final Pay (Sponsor: Mayor McFarland From: Finance Committee)
- H. Exh. 9462- Resolution to Adjust 2022 Payroll Resolution to Add Operations Manager at Grade R (Sponsor: Mayor McFarland From: Finance Committee)
- I. Exh. 9463 - Resolution to Adjust 2022 Payroll Resolution to Add Assistant Operations Manager at Grade M (Sponsor: Mayor McFarland From: Finance Committee)
- J. Exh. 9464 - Resolution to Adjust 2022 Payroll Resolution to Add Working Foreman at Grade J (Sponsor: Mayor McFarland From: Finance Committee)
- K. Exh. 9465 - Resolution to Approve Offer to Purchase and Acquisition of 7.61 Acres of Land PIN: 291-0815-0432-019 and PIN: 291-0815-0544-003 (Sponsor: Mayor McFarland From: Finance Committee)

## 12. COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT

*Each individual who requests to address the Council will be permitted up to three minutes for their comments and must fill out the sign in sheet provided.*

## 13. ADJOURNMENT

*Persons requiring other reasonable accommodations of the above meeting may contact the office of the City Clerk by email [mdunneisen@cityofwatertown.org](mailto:mdunneisen@cityofwatertown.org), or by phone 920-262-4006.*

*“Any invocation that may be offered before the official start of the Council meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker.”*

**Common Council Minutes  
November 29, 2022**

Section 4, Item A.

Mayor McFarland called the special meeting of the City of Watertown Common Council to order at 7:00 p.m. on Tuesday, November 29, 2022. This meeting was open for attendance in the council chambers as well as virtually.

**ROLL CALL**

Roll call indicated the following Alderpersons present: Ald. Davis, Lampe, Ruetten, Bartz, Licht, Smith, Schmid, Wetzel and Romlein. City staff present were City Attorney Steven T. Chesebro, Fire Chief Travis Teesh, Deputy Fire Chief Rauterberg, Police Chief Robert Kaminski, Finance Director Mark Stevens, Streets Director Stacy Winkelman, Health Officer Carol Quest, and City Clerk Megan Dunneisen. Virtually attending was Park and Rec Director Kristine Butteris.

**PLEDGE OF ALLEGIANCE**

The Council recited the Pledge of Allegiance to the American Flag.

**MINUTES OF PRECEDING MEETING**

Mayor McFarland inquired if there were additions or corrections to minutes of the Common Council meeting held Tuesday November 15, 2022. There being none, minutes were accepted as presented.

**COMMENTS & SUGGESTIONS FROM CITIZENS PRESENT**

Ken Berg of 1201 Richards Ave spoke on budget topics.

**ACCOUNTS PAYABLE**

*(Complete listing of accounts payable is open for public inspection the Finance Department.)*

Certified accounts were presented. Ald. Romlein moved to pay all certified accounts, seconded by Ald. Wetzel and carried by roll call vote: Yes-9; No-0; Abstain-0.

**RESOLUTIONS**

*Resolutions below are listed in order of the agenda but may not be the order by which they were taken up at the Council meeting.*

Exh. 9451 - Resolution to approve 2023 Budget for Funds 01 & 04 (Sponsor: Mayor McFarland. From: Finance Committee): Ald. Ruetten moved to adopt resolution 9451, seconded by Ald. Bartz and carried by roll call vote: Yes-8; No-1 (Schmid); Abstain-0.

B. Exh. 9452 - Resolution to approve 2023 Budget for All Funds other than Fund 01 & 04 (Sponsor Mayor McFarland, From: Finance Committee) Ald. Ruetten moved to adopt resolution 9452, seconded by Ald. Romlein.

Ald. Smith made a motion to considering the Aquatic Center slide replacement costs of approximately \$137,600 (\$87,400 less than anticipated), a budget modification recommendation is proposed to reduce the Aquatic Center Capital Projects [05-55-22-70] from \$225,000 to \$137,600 and increase Park Capital Projects [05-55-41-70] from \$151,000 to \$238,400, assigning \$87,400 to be utilized toward Riverside wall/bridge repairs, seconded by Ald. Lampe and carried by roll call vote: Yes-8; No-0; Abstain-1 (Schmid).

Ald. Smith made a motion to remove \$600,000.00 for fire station design in the Capital Budget. Motion failed due to lack of second.

Resolution 9452 passed by roll call vote: Yes-8; No-1 (Schmid); Abstain-0.

Exh. 9453 - Resolution to amend 2023 Capital Projects Fund [05] budget because of reduction in Aquatic Center slide restoration expenses (Sponsor: Mayor McFarland From: Finance Committee). No action taken.

Exh. 9454 - Resolution to approve 2024 capital purchases with extended ordering lead times. (Sponsor: Mayor McFarland From: Finance Committee). Ald. Smith moved to adopt resolution 9454, seconded by Ald. Wetzel and carried by roll call vote: Yes-9; No-0; Abstain-0.

## **COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT**

Section 4, Item A.

No comments were received.

## **ADJOURNMENT**

There being no further business to come before the Council at this time, Ald. Romlein moved to adjourn, seconded by Ald. Schmid, and carried by voice vote at 7:51p.m.

Megan Dunneisen, City Clerk

*DISCLAIMER: These minutes are uncorrected; any corrections will be noted in the proceedings at which these minutes are approved. Complete minutes are open for public inspection in the office the Finance Department. Video recording available at Watertown TV's YouTube page: <https://www.youtube.com/c/WatertownTV>*



**Watertown Public Library  
Board of Trustees  
September 8, 2022**

**Meeting Minutes**

**1. Call to order/roll call**

Board President, Chris Koppes called the meeting to order at 5:31 pm.

Members present: Burke, Gerike, Koppes, Lampe, Lapin, Rahfaldt, Rodriguez, O'Neill

Members absent: Oudenhoven

Staff members present: Peg Checkai, Barb Antonopoulos, Jamie Hernandez

**2. Review Correspondence**

None

**3. Citizens to be heard**

None

**4. Appearances**

**A. Mark Stevens: Review and discuss consolidation of library financial accounts and service contracts.**

Mark shared his goal to devote more time on financial matters to reduce chart of accounts ranging from \$50.00-\$50,000.00. He brought to our attention the 3 different funds in the chart of accounts: Fund 01: General Fund used for compensation expenses, Fund 11: Library Special Funds used for operating revenue and non-payroll expenses, and Fund 20: Library Trust Fund used for endowments/ building expenses. Mark made the following three recommendations: the first is by year-end to consolidate or move balances from WACF(Ixonia) and Watertown Community Foundation into other accounts. Secondly, by year-end to determine if any longer-term savings/investment strategy is warranted (Ehlers Investment Managers available). Lastly, at year-end, combine Funds 11 & 20 into Fund 11 (Library Fund).

Referred to the library finance committee.

No Action needed at this time.

**B. Darren Shretter: Studio GC-Review library expansion/renovation project status and project expenses.**

Darren asked Miron Construction to be present at the next board meeting or to provide written responses for unresolved items. Interior signage is waiting for the last round of proofs; currently working on 8 different colors for the donor wall and 4 colors on the extraordinary women wall. After reviewing the flag plaza new concerns arose exposing the Carnegie building from 8-12 inches. Darren will

send sketches to make adjustments. However, the contractor will be asked to hold construction until spring. Maas has to replace the curtain wall as a result of catching on to a piece of the frame caused by their equipment. Darren is to look at the area and send what needs to be fixed per the board and follow up with official written correspondence. Darren will attach shop drawings to email in which he will also indicate to temporarily block off the opening.

## **5. NEW BUSINESS**

### **A. Review and discuss parking lot spaces.**

There was discussion about the number of employee parking spots and how it affected both the employees and patrons.

**\*\*\*Motion #1 per Rodriguez to move to put new signs up that specify the time range from 8AM-5PM Mon.-Fri. for the 14 employee parking spots in the parking lot, seconded per O'Neill.**

**Vote to approve: Burke, Gerike, Koppes, Lampe, Lapin, Rahfaldt, Rodriguez, O'Neill**

**Motion carried.**

### **B. Review and take action on Library Page salaries.**

**\*\*\*Motion #2 per Lampe to move to reassign page I wage to \$10 and page II wage to \$10.50 effective upon next pay period, seconded per O'Neill.**

**Vote to approve: Burke, Gerike, Koppes, Lampe, Lapin, Rahfaldt, Rodriguez, O'Neill**

**Motion carried.**

### **C. Review and take action on library salary structure.**

Peg is to find out if it is most beneficial to contract a 3rd party or hire an additional part time position to assist with the cleaning of the expanded building.

**\*\*\*Motion #3 per Lampe to move to increase the wages on all the salary wages by 1.5%. Authorize a pay increase who meets satisfactory performance of one step for equivalent 2.5% effective 1/1/2023, seconded per Burke.**

**Vote to approve: Burke, Gerike, Koppes, Lampe, Lapin, Rahfaldt, Rodriguez, O'Neill**

**Motion carried.**

**D. Review and take action on proposed 2023 library budget.**

**\*\*\*Motion #4 per Gerike to approve 2023 library budget, seconded per Rahfaldt.**

**Vote to approve: Burke, Gerike, Koppes, Lampe, Lapin, Rahfaldt, Rodriguez, O'Neill**

**Motion carried.**

**E. Review and discuss trustee goals for the library through August 2023.**

The board was asked to look over the goals and come up with ways that the goals can be measurable and check marked.

**No action needed.**

**6. DIRECTOR'S REPORT**

**A. Review monthly highlights, budget figures, and statistics.**

Peg talked about fines and fees. Renewing checkouts benefit circulation instead of keeping them. The library will continue to email notices of fines. Jonathan will talk to the park and rec to get the programming committee going. Concern with electricity figures and budgeting for 2023 because monthly bills are all over the place and are hard to decipher.

**7. PRESIDENT'S REPORT**

**A. Review contacts in official capacity.**

Contacts with the Mayor about parking and a brief meeting with Peg about agenda.

**8. REVIEW AND TAKE ACTION ON CONSENT AGENDA ITEMS**

**A. 1. Review and take action on Minutes: Library Board of Trustees - August 11, 2022.**

**Discussed change in minutes.**

**B. Review and take action on Library Expenditures and Finances.**

**C.. Review and take action on Library Expansion Expenditure Invoices.**

**\*\*\*Motion #5 per Rahfaldt to move to consent change in minutes, seconded per Gerike.**

**Vote to approve: Gerike, Koppes, Lampe, Lapin, Rahfaldt, Rodriguez, O'Neill  
Abstained: Burke**

**Majority of quorum-Motion passes**

## **9. ADJOURNMENT**

**\*\*\*Motion #6 to adjourn meeting at 8:05pm per Gerike, seconded per Burke.**

**Approved per voice acclimation.**

The Library Board of Trustees next scheduled meeting is Thursday October 13, 2022  
5:30pm.

Respectfully submitted,

Mariela Rodriguez  
Library Trustee

Police and Fire Commission  
Regular Meeting Minutes  
September 12, 2022 4:00 PM

Present: Jim Schildbach, Kelly Kwapil, Nikki Salas, Brad Kuenzi, Cassandra Wagner  
Also Present: : Deputy Fire Chief Tony Rauterberg, Assistant Police Chief Ben Olson  
Police Chief Robert Kaminski, Fire Chief Travis Teesch

Meeting was called to order at 4:00 PM

The Minutes of the meeting on August 8th were reviewed. **Ms Salas moved to approve the minutes of the meetings as printed, second by Ms Wagner, motion carried all aye**

Police

Chief Kaminski Gave an update on Probationary officers and the promotion process for Captain and Sergeant.  
Assistant Chief Olson gave a review of the monthly activity for August.

Fire

Deputy Fire Chief Rauterberg Gave the monthly review with run calls and training statistics

Chief Teesch Gave an employee update and a review of the current hiring process.

Interviews were done on September 12 in order to expedite the hire of a new Firefighter to fill the current opening.  
Due to the timing no Police and Fire Commissioner was on the panel. The Commission was ok with this for this round of interviews.

**Ms Wagner moved to approve the eligibility list as requested by Chief Teesch. second by Ms. Salas, motion carried**

**Ms Salas moved to approve the hire of the top candidate as Chief Teesch requested. second by Ms. Wagner, motion carried**

**Motion to adjourn was made at 4:44 by Ms Salas, second by Mr Schildbach, motion carried.**

Next Regular meeting is scheduled for October 10

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

Submitted by,  
Kelly Kwapil, Secretary

City of Watertown Historic Preservation  
& Downtown Design Commission  
Meeting Minutes  
September 21, 2022

Section 6, Item C.

Members present: Steven Board, Melissa Lampe, Candy Stramara, Barry Ashenfelter, Mike Trego and Jill Nadeau. Members not present: Ellen Klaus. Also present: Zoning Administrator Jacob Maas.

1. Call to Order.

Chairperson Board called the meeting to order at 6 p.m.

2. Review and approve minutes.

- a. Review and approve minutes from the April 20, 2022 commission meeting.  
Motion by Stramara to approve, second by Trego. Motion carried.

Review and approve minutes from the May 25, 2022 commission meeting.  
Motion by Trego to approve, second by Stramara. Motion carried.

3. Business

- a. Update on 2022 façade grant projects.  
Lampe provided the commission with an update on completed projects and the remaining balance of the 2022 façade grant fund.
- b. Discuss a new project – creating a plaque for downtown building windows that lists date and brief history.  
Lampe shared the idea to move forward with this project to enhance the downtown visitor experience and to help educate the community regarding architecture and Watertown history. Commission members volunteered to assist the Main Street Program in designing and researching the signage.

4. Adjournment

Motion by Nadeau to adjourn, second by Trego. Motion carried.

\*Jacob Maas has been a significant asset to the Commission and the city of Watertown in general. While we are disappointed that he is leaving the city, we wish him only the best in his future endeavors.

Respectfully submitted,  
Melissa Lampe  
Commission Secretary



**Watertown Board of Health  
Meeting Minutes  
Watertown Health Department, 515 S First Street/ Go to meeting/phone  
October 4, 2022 – 4:00 PM**

**Members Present:** Dr. Donene Rowe, Andrea Turke, Ald. Fred Smith, Ald. Johnathan Lampe, Carol Quest,  
**Members Present via GoTo:** Patricia Gedemer  
**Others in attendance:** Holly Hisel  
**Others in attendance via GotoMeeting:** Kim Hiller

**1. Call to Order**

Dr. Rowe called the meeting to order.

**2. Review and take action: Board of Health Minutes August 17, 2022**

Motion was made by Fred Smith and seconded by Andrea Turke to approve the minutes of August 17, 2022.

Carried by unanimous voice vote.

**3. Review and take action: Financial Reports**

Health Department Grants Revenue, 01-427315 account will be over budget for revenue due to COVID-19 funding.

Health Department telephone expense 01-531232 will be over budget due to increased fees with phone services.

Environmental Health & Emergency Preparedness budgets are consistent with what was expected.

Environmental Health Miscellaneous Revenue does show an increase due to funding from COVID for work that was done by the staff.

The Seal A Smile program has just started for the school year and the revenue and expenditures will increase as the year progresses.

Motion was made by Andrea Turke and seconded by Donene Rowe to approve the preliminary August 2022 financial reports.

Carried by unanimous voice vote.

**4. Review and take action: 2023 Budget**

a. The Health Department budget is tax levy.

i. Health Dept. Revenue – Grant funding that is expected in 2023 includes COVID ELC and Public Health Workforce Development. These two grants will expire June 2023. Public Health ARPA grant funding is also expected and will end December 2024.

The rest of the grant funding is consistent with previous years.

Health revenue has been increased slightly for 2023. This account would include any services that we receive cash payment for; immunization admin fees, well child/baby checks, TB skin tests, flu vaccine, and sharps containers.

**Watertown Board of Health  
Meeting Minutes  
October 4, 2022  
Page 2**

*Section 6, Item D.*

Health check revenue has also been increased for 2023. This account would include billed services for Medicare & Medicaid, Prenatal Care Coordination, immunizations, health checks, and Medicaid/Medicare for flu.

Expenses – Health largest expense is staffing, numbers from City Treasurer, pay scale moving and step increase included.

Overtime account – Due to a change in the employee handbook, employees are allowed to request overtime or comp time for hours worked over 40 hours. An overtime account was added to accommodate this change. This account will not be spent out in 2022. The original requested amount for 2023 will be reduced to \$500

Part-time salaries account - Added a permanent part time position for Bilingual Communication Specialist; that time is split between three budgets. Per communication from the Mayor, this salary expense will be moved into the Health Grants account.

Health Supplies – Amount requested includes 50% of the annual maintenance fee for the EHR (electronic health records) software of \$4,500.00.

COVID supplies expenses – Expenses have not been allocated to this account as many of the expenses are coming out of the Emergency Preparedness budget.

Grant Expenses – The dollar amount is consistent from previous years. Each grant requires certain training as well as supplies to maintain the programs. The Bilingual Communication Specialists time was previously taken from this account and Health Supplies.

ii. Environmental Health Dept. budget is non-tax levy budget.

The Environmental Health Budget is consistent with previous year's budget.

This budget is supported with fees, contracts with Department of Agriculture, Trade and Consumer Protection (DATCP), Department of Safety and Professional Services (DSPPS) and Department of Natural Resources (DNR). Grant funding includes Radon and Prevention. Jefferson County provides funding to support the program.

The Public Health Workforce Grant will cover some additional training for 2023.

Capital – New vehicle budgeted for 2023. We just received the vehicle that was ordered in Feb 2022.

iii. Public Health Emergency Preparedness (PHEP) – Non-tax levy budget

This program is supported by the PHEP grant as well as the COVID ELC and Workforce grants. A portion of the Public Health ARPA grant funding will also be used in this budget.

In 2023 there will be one LTE administrative support person.

ELC and Workforce COVID grants sunset in June 2023.

\$15,000 has been placed into the budget to cover the upgrading of the lighting in the basement.

iv. Seal A Smile – Non-tax levy budget.

This program is supported by a grant and Medicare for students that have coverage.



Motion was made to approve the 2023 budget to be forwarded to the City for review by Fred Smith and seconded by Andrea Turke.

Carried by unanimous voice vote.

**5. Review and take action - Ordinance 319-6 - Environmental Sanitation**

Holly Hisel was present to review the proposed changes to the Sanitation Ordinance 319-6.

The ordinance was updated to adopt changes made by DATCP and to update state statute and administrative code references.

It is noted that the Ordinance section should read 319 not 316 as advertised in the agenda.

The City Attorney has reviewed the changes.

Motion was made by Fred Smith to recommend forwarding this ordinance change to Council with the recommendation that the changes be approved. Seconded by Andrea Turke.

Carried by unanimous voice vote.

**6. Review and take action – Environmental Public Health Consortium Fee Schedule**

The DATCP implemented changes to the contract with local health departments.

One of the changes will impact the reimbursement fee which is paid to the state annually. The annual fee will change from 10% to 11% and then to 12% progressively.

The late fee structure which changes from a flat \$85 late fee to a fee proportionate to the license fee.

It is anticipated the new fee schedule will go in affect April 1<sup>st</sup> for 15-month licenses and for the license renewal period.

There was also a proposed change for inspection fees for mobile or transient retail food licenses that are licensed by DATCP or another local health department. This is for a transient or mobile retail food licenses that would operate at a local event like the fair or farmer's market. These stands are inspected by our department and by contract we are allowed to charge an inspection fee. This fee was adjusted for changes in licensing by DATCP and the increase in inspections for these facilities.

Motion was made by Fred Smith and seconded by Donene Rowe to recommend forwarding to the Finance Committee to adopt the fee scheduled starting April 1, 2023.

Carried by unanimous voice vote.

**7. Review and discuss DHS 140 Review – November 9th, 2022**

The Department will have its Department of Health Services (DHS) Wisconsin 140 Administrative Rule Review on Wednesday, November 9<sup>th</sup>. DHS will review with the Board of Health State Statute 251.03 compliance.

Possible questions will be sent to the Board of Health in advance of the review.

**Watertown Board of Health  
Meeting Minutes  
October 4, 2022  
Page 4**

Section 6, Item D.

**8. Review and discuss program updates**

The Seal A Smile program started in Schurz last week and was very successful. The program has one very dedicated hygienist. Parent/guardians of the children that had urgent needs identified during the clinic were contacted and directed to dental clinics for follow up.

Next meeting is set for Tuesday, January 17, 2023.

**9. Adjournment**

Motion was made and seconded to adjourn. Motion passed unanimously.

Respectfully Submitted,



Carol Quest  
Director/Health Officer

Note: The minutes are uncorrected. Any correction made thereto will be noted in the minutes of the proceedings at which these minutes are approved.

**WATERTOWN PUBLIC LIBRARY  
BOARD OF TRUSTEES  
Thursday October 13, 2022 at 5:30 pm**

**Meeting Minutes**

**1. Call to order/roll call**

Board President, Chris Koppes called the meeting to order at 5:35 pm.

Members Present: Rahfaldt, Oudenhoven, O'Neill, Burke (left at 7:10 pm), Lampe (arrived at 7 pm), Lapin, Rodriguez, Gerike.

Staff members present: Peg Checkai, Tina Peerenboom, Barb Antonopoulos

**2. Review Correspondence**

Memo from Mayor's office re: budget and Towne Square to be discussed later this evening.

**3. Citizens to be heard**

None

**\*\*\*Motion #1 per Lapin, seconded per Gerike to postpone Appearances until later in the meeting.**

**Approved per voice acclimation.**

**5. New Business**

- a. 2023 budget: Review library's request in comparison to Mayor's request. Budget requested was \$830,000.00, city approved \$814,000.00. Building a budget was difficult given the challenges of the new building.

**\*\*\*Motion #2 per Koppes seconded by Burke to return to agenda item #4 a.**

**Approved per voice acclimation**

**4. Appearances**

- a. Darren Shretter: Studio GC. Review library expansion/renovation project status, exterior signage and project expenses  
Peg and Darren working on punch list (12 pages), 9<sup>th</sup> revision in the works. Hardware, landscaping, concrete and electrical issues, working together with Miron. Continued issues with elevator and HVAC.  
Signage, Darren has all of the names for donor wall, 100 Amazing Women. Panel Signage is in production.  
Flag Plaza. Darren is working on sketches. Will be ready for bidding. Looking at spring construction.

**5. New Business**

- b. Review with take action proposed AMSO impact on 2023 operations

budget.

Library submitted budget to library on 9/8/2022. Library was notified of AMSO charges for administrative support including HR, IT, Finance, City Attorney and Mayor.

C Koppes, P Checki and Jonathon Lampe to meet with city finance department to discuss budget and how it is affected by AMSO on October 24, 2022.

**\*\*\*Motion #3 per Gerike, seconded by Burke directing C Koppes and P Checki to ask City Finance Committee to fully fund original Library Budget (\$830K) and to discuss impact of AMSO on 2023 Budget. Also, shortfall of monies would be taken from Fund 11.**

**Vote to approve: Rahfaldt, Oudenhoven, O'Neill, Burke, Lampe, Lapin Rodriguez, Gerike, Koppes.**

**Motion carried.**

- c. Review and take action on possible impact to Fund 1 and Fund 11 budgets on 2023 operations and salaries.  
No action taken at this time.

## **6. Unfinished Business**

- a. Review and discuss parking lot signage.  
City working on signage.
- b. Review and discuss trustee's goals for the library through September 2023.  
Oudenhoven notes that she can help with this. P&P Committee will Meet to review and update Strategic Plan.

## **7. Director's Report**

- a. Review monthly highlights, budget figures and statistics  
Peg reports that there has been discussion regarding maintenance and cleaning.  
Two new volunteers on staff.  
Discussion re: recent patron fall at TRP stairway. Ambulance was called  
No apparent injury. Incident report filed by EMT staff. Further discussion follows regarding review of Library's current incident report.  
Discussion also follows regarding patrons with questionable behaviors, suspect behaviors and documentation of same.  
Peg reports that Lynn, new administrative assistant is doing a great job.  
Averaging 460 patrons in the building/day.

## **8. President's Report**

- a. C Koppes continues to meet with Peg on a regular basis.

## **9. Personnel and Policy**

- a. Review and take action on Resolution 2022-7: PT Library Assistant Gabby Schuett.

**\*\*\*Motion #4 per Lapin, seconded per Rahfaldt to approve Resolution 2022-7 to hire PT Library Assistant Gabby Schuett.**

**Vote to approve: Oudenhoven, O'Neill, Lampe, Lapin, Rodriguez, Gerike, Rahfaldt, Koppes.**

**Motion carried.**

## **10. Review and take action on consent agenda items.**

Discussion regarding placement of electrical conduit on the library for use by Towne Square. Suggestion to place it inside the building rather than outside of the building.

**\*\*\*Motion #5 per Gerike, seconded per Oudenhoven to approve Consent agenda.**

**Vote to approve: Lampe, Lapin, Rodrigues, Gerike, Rahfaldt, Oudenhoven.**

**Voting no on Motion #5: O'Neill**

**Motion carried.**

## **11. Adjournment**

**\*\*\* Motion #6 per Lapin seconded per Rodriguez to adjourn meeting.**

**Motion carried per voice acclimation. Meeting adjourned @ 8:25 pm.**

Next Meeting date: Thursday November 10, 2022, 5:30 pm.

Respectfully submitted,

Kate Lapin

**MINUTES**

Monday, October 17, 2022

**1. Call to order**

The Watertown Parks, Recreation & Forestry Commission met virtually and in person on October 17, 2022. The meeting was called to order by Brian Konz. Members present were: Brian Konz, Jennifer Clayton, Brad Clark, Emily Lessner, Julie Chapman, Ald. William Licht, and Kyle Krueger. Also present were: Kristine Butteris and Kyle Fowler

**2. Review and approval of September minutes**

Brian Konz was motioned to approve the September 19, 2022 Parks, Recreation & Forestry Commission meeting minutes as written. It was seconded. Motion carried.

**3. Review and Approval of the June and July Financial Reports**

Kyle Krueger motioned to approve the June financial reports as written (July was not complete at the time of the meeting). Brad Clark seconded. Motion carried.

**4. Citizens to be heard**

N/A

**5. Director's Report**

Senior/Community Center has set a few workdays at the office to allow for focus on programming.

**a. Parks status and project updates****i. Riverside restroom and stone walls updates**

Riverside Restrooms - A change order for work at the Riverside restrooms was shown.

Stone Walls were discussed but more information will be provided after the finance meeting.

**ii. Aquatic Center Budget Updates**

Aquatic Center slide restoration was approved to put a resolution together for the down payment.

**iii. Washington Park fence update**

Washington Park Fence – we are still waiting on Engineering to survey the area.

**iv. Riverside Stairs behind Diamond #2**

Riverside stairs behind diamond #2 – Parks Department will be removing the stairs due to the potential hazard they cause.

**b. Senior and Community Center building updates**

The Senior/Community Center basement had water coming up through the floor in late September. Waiting on a few companies site visits to assess potential issues.

**c. Update on Programming:****i. Recreation**

Holiday Tree lighting is on Thursday, November 17<sup>th</sup>, our department will be in the holiday parade on Saturday, November 26<sup>th</sup> and the Holiday Train is stopping in Watertown on Friday, December 9<sup>th</sup>. We also have many other holiday events happening at the Senior/Community Center.

It was asked if the Commission would consider allowing groups to be a contracted service instead of hiring individuals for events. The commission agreed it would be nice to offer groups a fund-raising opportunity for assistance at programs. Kristine will work with the City Attorney to draft a contract.

**ii. Senior & Enrichment Programming**

No report as Kristine left to attend a Finance meeting and Andrea was on.

**iii. Aquatics Update**

Kristine mentioned Kelli resigned from her position on September 20<sup>th</sup> and mentioned we were interviewing for that position and had 10 applicants, 5 with rec. experience, 3 with aquatic experience and one that had responded to an interview.

**6. Adjournment – Next meeting date: November 21, 2022**

Brian Konz motioned to adjourn the meeting. Jennifer Clayton seconded. Motion carried.

**Watertown Senior Center  
Advisory Board Minutes  
October 18, 2022**

**1. Call to Order**

The Senior Center Advisory Board met in person on October 18, 2022, at 9:00 am. The meeting was called to order by board President Phyllis Krahn. Present: Phyllis Krahn, Beth Beckett, Becky Shult, and Teddi Flahive. Also present were: Andrea Draeger, Kristine Butteris, Megan Schwefel. Not present: Lori Fort-Hoerig and Justin Munzel. Citizens present: Harry Lenius, Cindee Lenius, Marilyn Schultz, Mark Roesch, Peggy Brown, Mary Ann Carrillo, and Linda Buss.

**2. Review and Approve the August Minutes**

Members didn't receive the August minutes prior to the meeting. Teddi Flahive motioned to table the August minutes. Phyllis Krahn seconded. Motion carried.

**3. Review and Approve the Monthly Financial Report**

The rummage sale netted the center \$1,656.34 – the highest total in rummage sale history. The book sale in July netted \$329.63 – first time sale. Becky Shult motioned to approve the financial report. Beth Beckett seconded. Motion carried.

**4. Citizens to be Heard**

Andrea Draeger stated that citizens were allowed 3 minutes maximum to be heard.

Harry Lenius stated that there is a certain senior center member that is having conflicts with the sheephead group. He is concerned that members may not show up to cards because of this individual.

Marilyn Schultz stated that there are certain individuals that have improper conversations. There are some people who are being bullies.

Mark Roesch would like to know what is happening to the complaint forms that people have filled out against a certain individual. He has not heard from office staff for follow up on the form. He also stated that this certain individual has been causing issues at card games and is not friendly.

Peggy Brown stated that she used to run the sheephead tournaments on Tuesdays and Sundays and that she enjoyed it. However, she stepped down from that position due to a certain individual's behavior. Peggy has not been to any of the card games at the center because of this individual.

Mary Ann Carrillo stated that she is also having issue with this certain individual. She filed a complaint form against them, too. Would like to see the senior center environment to be a safe one for everyone.



Cindee Lenius stated that this certain individual has a nice side. Lately, they also have a not so nice side. They have made mistakes and misplays at sheepshead frequently. Cindee gave an example that happened at a sheepshead game with this individual.

Linda Buss stated that this certain individual says to people that they aren't Christians. This shouldn't be said by anyone to anybody. Linda was a past senior center board member and said that there used to be something in the senior center by-laws about religion.

## **5. Business**

### **a. Discuss and Approve 2023 membership fees**

Current membership fees are \$10/city resident and \$15/non-city resident. These fees go half price in July. Andrea Draeger is proposing to the board to do an incentive to members to pay their dues by the end of January. This would be a 25% discount - \$7.50/city resident and \$11.25/non-city resident. We would also eliminate the ½ price discount in July. New members would pay the \$7.50/city resident and \$11.25/non-city resident fee. If non-members want to participate in activities, they will get into their first activity for free (plus paying the programming fee-usually \$1). After that, they would pay \$1 per activity or be asked to join the center.

Phyllis Krahn motioned to give a 25% discount to renewing members by the end of January 2023 and to new members. Beth Beckett seconded. Motion carried.

## **6. Chairperson's Committee Report**

### **a. Update Fundraising Committee on Current Efforts**

Becky Shult stated that more help is needed for fundraisers. Would like to see board members and senior center members step up to help. Next fundraiser is the bake sale on November 8, Election Day. Need people to bake and/or donate to the sale. Teddi Flahive and Megan Schwefel will be baking at the center on Saturday, November 5 beginning at 10:00 am. There will be a sign-up sheet at the reception desk for people to sign up to bake, help at the sale, bake on that Saturday, or organize the bake sale items on Monday, November 7 in the snack shop.

Another Holiday Baking event could be held the first weekend in December. This event would be aimed for people to bake at the center for a fee. They would get to take home baked items. Items leftover from event could be sold as a Holiday Bake Sale, too. Details are still being worked out if we will hold this event or not.

At the end of January, the center will hold a soup fundraiser. More details will be in the December and January newsletter.

- b. Update Membership Committee on Current Memberships and Renewals  
We have 136 members from 2021 that have not paid their 2022 membership. The membership renewal letter with the updated fees will be mailed out at the end of October.
- c. Update Community Services Committee on Projects/Efforts  
The center is partnering with Channel 15 for their Fund & Food Drive to benefit Second Harvest Foodbank of Southern Wisconsin. A food donation barrel will be dropped off at the center at the end of October. We will be a collection point for the month of November.

The school supplies that were collected this past year went to the Watertown High School Gosling Nest for kids in need.

- d. Update Program Committee on Program Attendance & New Programs  
The center needs to build up its volunteer base.

Soon we will be decorating for Christmas. A suggestion to ask for volunteers from the high school to help decorate trees and the building was made.

Andrea Draeger will check with the Watertown High School music director to see if the choir would be available to sing at the center.

Becky Shult will reach out to Josh Howard from Maranatha Baptist Academy to see if their hand chime choir would be available. She will get their info to the office.

Office staff are still hearing how big of a hit Senior Citizen Day was! Pizza Ranch sponsored the pizza party and the center had “A Little Bit of Heaven” for entertainment.

Looking at 2023 future programs...Wildlife in Need, Grandparents Day, and holding “theme” days.

## **7. Director’s Report**

- a. Update on By-Laws and Policies  
Andrea Draeger is working with the city attorney, Steven Chesebro, on updating the by-laws and policies.
- b. Update on Upcoming Events  
Bake Sale is on Tuesday, November 8 beginning at 7:00 am. Veteran’s Day Event is on Thursday, November 10 – entertainment is Cowboy Bob. Holiday Party is on Thursday, December 15 – entertainment is Tony Rocker. Hold a Soup Day fundraiser in January and another in March. Upcoming 2023 special days could be Valentine’s Day and St. Patrick’s Day.

- c. Update in Current Building Improvements  
There are currently none.

**8. Adjournment**

Next meeting is scheduled for Tuesday, December 20 at 9:00 am. Teddi Flahive motioned to adjourn. Phyllis Krahn seconded. Motion carried.

**PLAN COMMISSION**  
**October 24, 2022 Minutes**

*Section 6, Item H.*

The Plan Commission met on the above date at 4:30 p.m. in the Council Chambers.

**The following members were present:** Mayor Emily McFarland (Chair), Jaynellen Holloway (Director of Public Works/City Engineer), Nick Krueger, Brian Konz, Alyse Talaga, and James Romlein (Recording Secretary).

**The following members were absent:** Becky Huff

**Others on Line:** Tony Meyers, Jason Puestow, and Jacob Rosbeck

**Citizens Present:** Vicente Flores-Martinez, Marcus Bolaros, Mariani Marysue, Chandy Aschenbrener

**1. CALL TO ORDER**

**2. APPROVAL OF MINUTES**

**A. Review and take action: Site Plan Review minutes dated October 10, 2022**

**Motion to accept Romlein, Second Holloway**  
**Unanimous by voice vote**

**B. Review and take action: Plan Commission minutes dated October 10, 2022**

**Correction to minutes by Konz, to “remove Konz as attendee”**

**Motion to accept as amended by Holloway, Second by Krueger**  
**Unanimous by voice vote**

**3. BUSINESS**

**A. Conduct public hearing: 771 N. Church Street – Conditional Use Permit (CUP) request for exterior storage under Section 550-109D**

**Background:**

Vicente Flores-Martinez, applicant, and Flores-Martinez Enterprises, LLC (Vicente Flores-Martinez, registered agent & property owner), are proposing screened refuse containers at 771 N. Church Street. 771 N. Church Street is zoned Planned Business (PB).

**Mayor McFarland opened the public hearing and called for citizens wishing to comment to come forward:**

Chandy Aschenbrener, the most adjacent neighbor, asked for a description of the use and operation of the facility.

**With no other citizens to speak, Mayor McFarland advised that the reply would be addressed in the following action and closed the public hearing.**

**B. Review and take action: 771 N. Church Street – Conditional Use Permit (CUP) request for exterior storage under Section 550-109D**

**Background:**

Vicente Flores-Martinez, applicant, and Flores Martinez Enterprises, LLC (Vicente Flores-Martinez, registered agent & property owner), are proposing screened refuse containers at 771 N. Church Street. 771 N. Church Street is zoned Planned Business (PB).

**Relevant Information:**

The following information has been identified by the City of Watertown as pertinent to this action:

1. Under Section § 550-109D

Requirements for exterior storage in nonresidential districts. In all office, commercial and industrial zoning districts (see § 550-17 for a listing of these districts), all materials, equipment and trailers shall be stored within a completely enclosed building, except for the following, which shall not be located within any front yard or required street yard (except for vehicles and/or trailers in designated parking spaces) and shall be stored a minimum of five feet from any and all property lines: screened refuse containers; construction materials, landscape materials and related equipment associated with on-site construction; and off-street parking. Such exterior storage shall require a conditional use permit per § 550-142.

[Amended 8-18-2015 by Ord. No. 15-31]

Decision:

Under 2017 Wisconsin Act 67:

62.23 (7) (de) Conditional use permits.

1. In this paragraph:

a. "Conditional use" means a use allowed under a conditional use permit, special exception, or other special zoning permission issued by a city, but does not include a variance.

b. "Substantial evidence" means facts and information, other than merely personal preferences or speculation, directly pertaining to the requirements and conditions an applicant must meet to obtain a conditional use permit and that reasonable persons would accept in support of a conclusion.

2. a. If an applicant for a conditional use permit meets or agrees to meet all of the requirements and conditions specified in the city ordinance or those imposed by the city zoning board, the city shall grant the conditional use permit. Any condition imposed must be related to the purpose of the ordinance and be based on substantial evidence.

b. The requirements and conditions described under subd. 2. a. must be reasonable and, to the extent practicable, measurable and may include conditions such as the permit's duration, transfer, or renewal. The applicant must demonstrate that the application and all requirements and conditions established by the city relating to the conditional use are or shall be satisfied, both of which must be supported by substantial evidence. The city's decision to approve or deny the permit must be supported by substantial evidence.

Criteria	Applicant Provided Substantial Evidence		Opponent Provided Substantial Evidence		PC Finds Standards Met	
	Yes	No	Yes	No	Yes	No
<i>If located on the same side of the building as abutting residentially zoned property, no customer entrance of any kind shall be permitted within 150 feet, or as far as possible, of a residentially zoned property</i>	Yes	No	Yes	No	Yes	No

*If Plan Commission answers "no" to the last of the questions, above, the CU permit must be denied.*

Criteria	Applicant Provided Substantial Evidence		Opponent Provided Substantial Evidence		PC Finds Standards Met	
	Yes	No	Yes	No	Yes	No
<i>Facility shall provide bufferyard with minimum opacity of 0.60 along all borders of the property abutting residentially zoned property (see § 550-99).</i>	Yes	No	Yes	No	Yes	No

*If Plan Commission answers "no" to the last of the questions, above, the CU permit must be denied.*

Criteria	Applicant Provided Substantial Evidence		Opponent Provided Substantial Evidence		PC Finds Standards Met	
	Yes	No	Yes	No	Yes	No
<i>One space per every three patron seats or lockers (whichever is greater) or one space per three persons at the maximum capacity of the establishment (whichever is greater).</i>	Yes	No	Yes	No	Yes	No

*If Plan Commission answers "no" to the last of the questions, above, the CU permit must be denied. Otherwise, proceed to the condition of approval.*

3. Upon receipt of a conditional use permit application and following publication class 2 notice under ch. 985, the city shall hold a public hearing on the application.

4. Once granted, a conditional use permit shall remain in effect as long as the conditions upon which the permit was issued are followed, but the city may impose conditions such as the permit's duration, transfer, or renewal, in addition to any other conditions specified in the zoning ordinance or by the city zoning board.

5. If a city denies a person's conditional use permit application, the person may appeal the decision to the circuit court under the procedures contained in par. (e) 10

If Plan Commission answers "no" to the last of the questions, above, the CU permit must be denied. Otherwise, proceed to the condition of approval.

Mayor McFarland opened the action. As Ms. Sonja Kruesel is not present, Mayor McFarland provided a brief summary of the action and invited Mr. Flores to further describe the business.

*Mr. Flores Martinez*

*We operate an existing restaurant business in Hartford and have plans to expand the business in Watertown. We offer a wide variety of Mexican foods ranging from sandwiches to full meals. The business will operate seven (7) days a week with Monday thru Saturday hours from 7 a.m. to 8 p.m. and Sunday hours from 7 a.m. to 2 p.m.*

Engineer Holloway advised that Ms. Kruesel had left a summary of the issues, which she read to the committee to establish the basis for the commission's recommendation.

*Engineer Holloway from Kruesel document*

*Subject: RE: Please Review - Plan Commission meeting materials for 771 N. Church Street*

*Hi All, and Cc' Mayor McFarland,*

*I just spoke with the applicant Vicente. I explained to him that the zoning code technically does not allow dumpsters to be located in the front yard. I highlighted this section below.*

*I asked him if he considered other options and pointed out a couple that I thought would work instead. He did say that the North side of the building next to the Redi Gas business would probably work and would be okay with him.*

*He further explained that his original reason for having the dumpsters on the far south end of the property was to keep flies away from the building, however he understands this location won't work according to the code, and also noted that at least the north side of the building is away from customer entrances, so hopefully any concerns with flies, etc. are mitigated.*

*Finally, I let him know that I would be emailing other city staff with this recommendation since I won't be at the Plan Commission meeting tonight. He said he might not have time to attend but that his partner would be there.*

*For the Plan Commission, I recommend approving the conditional use permit for screened refuse containers with the condition that they not be located in the front/street yard, and instead be located behind or to the side of the building such as the north side of the building as discussed with the applicant.*

*Please let me know of any questions.*

*Requirements for exterior storage in nonresidential districts. In all office, commercial and industrial zoning districts (see § 550-17 for a listing of these districts), all materials, equipment and trailers shall be stored within a completely enclosed building, except for the following, which shall not be located within any front yard or required street yard (except for vehicles and/or trailers in designated parking spaces) and shall be stored a minimum of five feet from any and all property lines: screened refuse containers; construction materials, landscape materials and related equipment associated*

with on-site construction; and off-street parking. Such exterior storage shall require use permit per § 550-142.

**To open discussion**, Mayor McFarland asked for a directed Denial, an Approval, or a Conditional Approval Motion, with conditions of the Conditional Use Permit that includes the recommended, **not located in the front or street yard**, which has been discussed with Mr. Martinez.

**Motion by Holloway to approve the CUP with conditions identified by the Plan Commission that, the refuse containers shall not be located in the front/street yard. Second by Romlein**

**Mayor McFarland called for further discussion. Hearing none, McFarland expressed strong support for an additional restaurant on the north side given the high level of activity in Brandt Quirk and the immediate area.**

**An extended general discussion followed where in a graphic of the site was displayed and other details of the site were reviewed.**



**Mayor McFarland called the question  
Unanimous by voice vote**

**C. Conduct public hearing: 771 N. Church Street – Conditional Use Permit (CUP) request for Indoor commercial entertainment under Sections 550-32B(2)(g) and 550-52H**

**Mayor McFarland opened the comparing action public hearing and called for citizen comments, seeing none - Mayor McFarland closed the public hearing and opened the companion action item.**

**D. Review and take action: 771 N. Church Street – Conditional Use Permit (CUP) request for Indoor commercial entertainment under Sections 550-32B(2)(g) and 550-52H**

**Background:**

Vicente Flores-Martinez, applicant, and Flores Martinez Enterprises, LLC (Vicente Flores-Martinez, registered agent & property owner), are proposing to operate a restaurant at 771 N. Church Street. 771 N. Church Street is zoned Planned Business (PB).

**Relevant Information:**

The following information has been identified by the City of Watertown as pertinent to this action:

1. Under Section § 550-32B(2)(g)
  - (2) Principal land uses permitted as conditional use (per § 550-45B):
    - (a) Clear-cutting.
    - (b) Indoor institutional.
    - (c) Outdoor institutional.
    - (d) Institutional residential.
    - (e) Outdoor display.
    - (f) In-vehicle sales or service.
    - (g) Indoor commercial entertainment.
    - (h) Commercial animal boarding.

- (i) Commercial indoor lodging.
- (j) Bed-and-breakfast establishments.
- (k) Group day-care center (nine or more children).
- (l) Vehicle repair and maintenance.

2. Under Section § 550-52H:

H. Indoor commercial entertainment. Description: Indoor commercial entertainment land uses include all land uses which provide entertainment services entirely within an enclosed building. Such activities often have operating hours which extend significantly later than most other commercial land uses. Examples of such land uses include restaurants, taverns, theaters, health or fitness centers, all forms of training studios (dance, art, martial arts, etc.), small-scale alcoholic beverage production, bowling alleys, arcades, roller rinks, and pool halls.

(1) Regulations:

- (a) If located on the same side of the building as abutting residentially zoned property, no customer entrance of any kind shall be permitted within 150 feet, or as far as possible, of a residentially zoned property.
- (b) Facility shall provide bufferyard with minimum opacity of 0.60 along all borders of the property abutting residentially zoned property (see § 550-99).

(2) Parking requirements. One space per every three patron seats or lockers (whichever is greater) or one space per three persons at the maximum capacity of the establishment (whichever is greater).

Decision:  
Under 2017 Wisconsin Act 67:

62.23 (7) (de) Conditional use permits.

1. In this paragraph:

- a. “Conditional use” means a use allowed under a conditional use permit, special exception, or other special zoning permission issued by a city, but does not include a variance.
- b. “Substantial evidence” means facts and information, other than merely personal preferences or speculation, directly pertaining to the requirements and conditions an applicant must meet to obtain a conditional use permit and that reasonable persons would accept in support of a conclusion.

2. a. If an applicant for a conditional use permit meets or agrees to meet all of the requirements and conditions specified in the city ordinance or those imposed by the city zoning board, the city shall grant the conditional use permit. Any condition imposed must be related to the purpose of the ordinance and be based on substantial evidence.

b. The requirements and conditions described under subd. 2. a. must be reasonable and, to the extent practicable, measurable and may include conditions such as the permit’s duration, transfer, or renewal. The applicant must demonstrate that the application and all requirements and conditions established by the city relating to the conditional use are or shall be satisfied, both of which must be supported by substantial evidence. The city’s decision to approve or deny the permit must be supported by substantial evidence.

Criteria	Applicant Provided Substantial Evidence		Opponent Provided Substantial Evidence		PC Finds Standards Met	
<i>If located on the same side of the building as abutting residentially zoned property, no customer entrance of any kind shall be permitted within 150 feet, or as far as possible, of a residentially zoned property</i>	Yes	No	Yes	No	Yes	No

*If Plan Commission answers “no” to the last of the questions, above, the CU permit must be denied.*



Criteria	Applicant Provided Substantial Evidence		Opponent Provided Substantial Evidence		PC Finds Standards Met	
	Yes	No	Yes	No	Yes	No
Facility shall provide bufferyard with minimum opacity of 0.60 along all borders of the property abutting residentially zoned property (see § 550-99).	Yes	No	Yes	No	Yes	No
If Plan Commission answers "no" to the last of the questions, above, the CU permit must be denied.						

Criteria	Applicant Provided Substantial Evidence		Opponent Provided Substantial Evidence		PC Finds Standards Met	
	Yes	No	Yes	No	Yes	No
One space per every three patron seats or lockers (whichever is greater) or one space per three persons at the maximum capacity of the establishment (whichever is greater).	Yes	No	Yes	No	Yes	No
If Plan Commission answers "no" to the last of the questions, above, the CU permit must be denied. Otherwise, proceed to the condition of approval.						

3. Upon receipt of a conditional use permit application and following publication in the city of a class 2 notice under ch. 985, the city shall hold a public hearing on the application.
4. Once granted, a conditional use permit shall remain in effect as long as the conditions upon which the permit was issued are followed, but the city may impose conditions such as the permit's duration, transfer, or renewal, in addition to any other conditions specified in the zoning ordinance or by the city zoning board.
5. If a city denies a person's conditional use permit application, the person may appeal the decision to the circuit court under the procedures contained in par. (e) 10

Mayor McFarland summarized the issues noting that all requirements were met and noted that the Alderman for the area Mr. Lampe provided a letter of support for this restaurant and listed many positive contributions that will result from this business.

#### Recommendation:

**Approve the Conditional Use Permit without conditions, based on successfully providing substantial evidence of regulatory compliance.**

**Mayor McFarland called for a motion**

**Engineer Holloway moved for approval with no conditions based on successful evidence of regulatory compliance. Second by Krueger.**

**Mayor McFarland called for discussion or question**

Mariani Marysue, a neighbor, questioned the entertainment issue

Mayor McFarland clarified that restaurants fall under the category of indoor commercial entertainment.

A brief discussion among the members and attendees followed on future possible citing options.

**Mayor McFarland called the question**

**Unanimous by voice vote**

#### 4. ADJOURNMENT

**Mayor McFarland call for a motion to adjourn**

**Motion by Konz, Second by Talaga**

**Unanimous by voice vote**

Respectfully Submitted,  
James W. Romlein Sr. PE  
Recording Secretary

Section 6, Item H.

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

## **PARKS, RECREATION & FORESTRY COMMISSION**

### **MINUTES**

Wednesday, November 2, 2022

**1. 1. Call to order**

The Watertown Parks, Recreation & Forestry Commission met virtually and in person on November 2, 2022. The meeting was called to order by Brian Konz. Members present were: Brian Konz, Jennifer Clayton, Brad Clark, Kyle Krueger, Emily Lessner and Ald. William Licht. Not present was: Julie Chapman. Also present was: Kristine Butteris

**2. Review and take possible action: Change order no. 1 with Forest Landscaping and Construction, Inc. for demolition of existing Riverside Park restroom facility and sewer and water service installation for \$58,085**

Ald. William Licht motioned to approve change order no. 1. Brad Clark seconded. Motion carried.

**3. Adjournment**

Ald. William Licht motioned to adjourn. Jennifer Clayton seconded. Motion carried.

# PUBLIC SAFETY & WELFARE COMMITTEE

Section 6, Item J.

November 2, 2022

The Committee met at 5:00 p.m. in Room 2044 of the Municipal Building. Members present were Alderpersons Davis, Schmid, Licht and Smith. Also in attendance was Police Chief Kaminski, Assistant Police Chief Olsen, Director of Public Works/City Engineer Holloway, Assistant City Engineer Beyer, Alderperson Lampe, and Mayor McFarland. The following citizens were present: Cecilia and Larry Salas; William Ebert; Dawn and Connie Wiedenfeld; Scott Kaufmann; Dan Barnes; John Smith; Mark Carew; Ken Leu; Jeff Krakow; Fred Uttech; Tim Kassulke; and David Fair.

1. **Roll Call:** All Committee members were present.
2. **Receive comments from the public:** No person wished to speak at this opportunity in the agenda, but preferred to wait until their item of interest (E) was being considered.
3. **Approval of Minutes:** The minutes for the September 7<sup>th</sup> meeting had already been presented to the City Council without correction so those minutes were simply noted at this point in the agenda.

Agenda Item E, without objection, was moved up for the convenience of those attending the meeting.

**4.E Review and discuss: Traffic control at the intersection of West Main Street and Dayton Street.** The mayor requested an opportunity to present additional information regarding future traffic control improvements at the intersection of West Main Street and Dayton Street. As part of the 2022 Annual Street & Utility Project, the block of Dayton Street between Clement Street and West Main Street had been widened to accommodate semi-truck turn patterns. The design engineer had recommended pavement marking installation on West Main Street & on Dayton Street. Installing pavement marking would result in the loss of parking on both Dayton Street and West Main Street.

At the Committee meeting on September 7<sup>th</sup>, recommendations relating to Dayton Street had been recommended for approval and the City Council approved the recommendations. However, the Committee had voted unanimously to disapprove removing any parking from West Main Street and the street marking which had been mistakenly applied were removed. Director of Public Works/City Engineer Holloway presented an aerial photo of the area and several cross-sections and other diagrams of the intersection. She provided the background of the project and emphasized the importance of safety on our public streets, which she believed would be enhanced with the removal of parking on West Main Street and adding the appropriate lane markings. She had recalculated the number of parking stalls that would need to be removed as totaling 43 (she had estimated approximately 40 at the meeting on September 7). She also mentioned that there were other arterial streets in Watertown where parking had been removed. Mayor McFarland supported this presentation and was committed to providing the Committee with all relevant information regarding safety at this intersection. Police Chief Kaminski presented accident statistics at this intersection between October of 2017 and November of 2022. There had been 6 accidents at this location in the five years cited. They were primarily on Dayton Street (4) and each had caused minor property damage.

Several citizens spoke and were greatly concerned about the potential loss of any parking on West Main Street. Some of these citizens had spoken at the September 7 meeting and they reiterated their concern about the loss of any parking on West Main Street. Several emphasized the importance of the existing parking to their long-standing neighborhood way of life. They were concerned that the loss of 43 parking spaces would be devastating to their neighborhood. **ACTION:** This item was placed on the agenda solely for the purpose of allowing the city staff an opportunity to provide the committee with all relevant information relating to this matter.

**4.A Review and take possible action: an Ordinance to Amend Section 500-6 Parking limitations. A.(5) Municipal parking lot limitations.** Following the 2022 reconstruction of the 109-113 Jones Street Parking Lot, the city is recommending that all parking stalls be set for ten-hour parking to accommodate City staff during work hours. The four southeast stalls would be specifically reserved for city vehicles. Ald. Licht made a motion, seconded by Ald. Davis, to restrict parking as recommended. This motion carried unanimously. **ACTION: An ordinance will be presented.**

**4.B Review and take possible action: Address parking concern at the intersection of Dodge and S. Third Street.**

This item had been carried over from the September 7<sup>th</sup> meeting. It involved a resident's concern about visibility at the above-referenced intersection. The postponement was to allow the business owner to be notified where a parking space was potentially to be removed. The Police Chief informed the committee that over the past five years there had been only one minor accident at this intersection. The Committee consensus was to allow things to remain as currently exists and no motion was made resulting in the matter failing. **ACTION: Nothing required.**

**4.C Review and take possible action: Parking limitations on 1100 block of Randolph Street.** Carew Heating has its primary access to its business off the 1100 block of Randolph Street. They requested that parking be restricted on the east side of Randolph Street to accommodate deliveries. Parking is currently allowed on both sides of the 1100 block even though the right of way is only 24 feet. Parking on both sides makes it very difficult for delivery trucks to pass. Ald. Schmid made a motion, seconded by Ald. Davis, to remove parking on the east side of Randolph Street from Station Street to the north portion of the Carew parking lot (Engineering will measure the distance). This motion carried unanimously. **ACTION: An Ordinance will be presented.**

**4.D Review and take possible action: Crosswalk and signage improvements on the 700 block of Jones Street.** St. Mark's School has requested a crosswalk and signage improvements on the 700 block of Jones Street near the entrance to their parking lot and the school office. Because of the slope of the area, handicap accessible concrete ramps are not certain to be installable at this location. The Committee consensus was that Engineering should review the options and make a recommendation on how to proceed. Ald. Davis made a motion, seconded by Ald. Licht, to table this matter until Engineering has completed its review. The motion carried unanimously. **ACTION: Nothing required.**

There being no further business to come before the Committee, a motion was made by Alderperson Licht, seconded by Alderperson Davis, to adjourn. The motion carried unanimously .

Respectfully submitted,

Fred Smith, Chairman

WATERTOWN PUBLIC LIBRARY  
BOARD OF TRUSTEES MEETING MINUTES  
November 10, 2022

1. Call to order/roll call.

The meeting was called to order at 5:30 pm by Board President Chris Koppes.

Members present: Oudenhoven, O'Neill, Burke, Lampe, Lapin, Rodriguez, Gerike, Koppes

Members absent: Rahfaldt

Staff members present: Checkai, Peerenboom, Antonopoulos

2. Review Correspondence

Thank you letter from Sully Voss from Cornerstone of Grace for reading with Rover.

3. Citizens to be heard

None

4. Appearances

Darren Shretter, Studio GC updates board on construction. Nick working on punch list. Every "item has been touched or investigated".

The issue with the mechanicals (HVAC) have been diagnosed and reset.

Payouts continue to Miron. Payout 20, \$7,463.01, payout 21 \$5,359.66. Retaining \$674,164,

Working on donor list, ready to go to production, continue to recheck names.

5. New Business

- a. Review and take action on 2023 Addendum for Bridges Library System and Café Agreement.  
Discussed, 2021 cost \$43,218.00, 2023 projected cost \$43,770.00 and signed.

**\*\*\*Motion #1 per Gerike, seconded by Oudenhoven to approve 2023 agreement with Bridges Library System.**

**Vote to approve: Oudenhoven, O'Neill, Burke, Lampe, Lapin, Rodriguez, Gerike, Koppes.**

**Motion carried.**

- b. Review and take action on elevator lift contract.

**\*\*\*MOTION ##2 per Burke, seconded per O'Neill to approve maintenance contract with DME for \$1,000.00.**

**Vote to approve: O'Neill, Burke, Lampe, Lapin, Rodriguez, Gerike, Oudenhoven, Koppes.**

**Motion carried.**

- c. Review and take action on 2023 library holiday dates.

**\*\*\*MOTION #3 PER Rodriguez, seconded per Lapin to approve 20-23 Library Holiday Schedule.**

**Approved per voice acclimation.**

- d. Review and take action on strategic plan document.

Sarah Oudenhoven shares the 2020-2024 Strategic Plan. The Policy & Procedure Committee met on 10/26/2022 to work on same. The board recommended that this document would be reviewed quarterly by the Policy and Procedure Committee: Jan/Apr/July/Oct.

Note that the Library Director Evaluation will be coming to you via email. It is a Google.doc and is due by 11/23/2022.

- e. Review and take action on Maintenance Custodian classification

**\*\*\*MOTION #4 per O'Neill, seconded per Rodrigues to move Kevin Schefle from Grade C Step 8 to Grade F Step 5 effectively immediately based on 2022 pay table.**

**Vote to approve: Lapin, Rodriguez, Gerike, Oudenhoven, O'Neill, Burke, Lampe.**

**Dissent: Koppes**

**Motion carried.**

## 6. Unfinished Business

- a. Review and discuss 2023 proposed city budget.

Peg Checkai and Chris Koppes met with City Finance Committee (Lampe present) re: Library Budget and the impact of the AMSO on same. There will be no change and AMSO remains as proposed.

The Library will need to align with the city budget in spring 2023. Make sure to get meeting on the agenda moving forward.

## 7. Director's Report

- a. Review monthly highlights, budget figures and statistics.

Peg notes that LED Christmas lights (White), mittens and scarves will be needed by the library for decorations and for the Mitten Tree. The decoration of library and tree will occur on December 4 after the library closes. Friends of the Library will help, Note the new Market Place in the Childrens' Library.

## 8. President's Report

- a. Review contacts in official capacity

Chris Koppes notes he attended budgetary meetings with Peg Checkai, City Finance Committee and Mayor McFarland.

## 9. Review and take action on Consent Agenda items.

**\*\*\*Motion #5 per Lapin, seconded by Burke to approve the consent agenda.**

**Vote to approve: Burke, Lampe, Lapin, Rodriguez, Gerike, Oudenhoven, O'Neill, Koppes**

**Motion carried.**

10. Adjournment

**Motion to adjourn per Burke to adjourn meeting, seconded per Rodriguez. Meeting adjourned at 7:45pm. Motion carried per voice acclimation.**

These meeting minutes stand as uncorrected until approval at next Trustee meeting

Next meeting date: Thursday December 8, 2022, 5:30 pm.

Respectfully submitted.

Kate Lapin



PUBLIC WORKS COMMISSION  
Tuesday, November 15, 2022

Section 6, Item L.

Commission members present: Alders Bartz, Romlein, Ruetten, Wetzel and Comm'r. Thompson  
City employees present:  
Public Works Director/City Engineer Jaynllen Holloway  
Interim Street Superintendent/Office Manager Stacy Winkelman

**1. CALL TO ORDER**

Chairman Wetzel called the meeting to order at 6:30 p.m.

**2. COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT**

NONE

**3. REVIEW AND APPROVE MINUTES**

Minutes from October 25, 2022  
Motion to approve Ald. Ruetten  
2nd Ald. Bartz  
Carried by unanimous voice vote

**4. BUSINESS**

A. Review and approve solid waste contract extension with Waste Management of WI, Inc. Waste Management contacted Stacy Winkelman about a contract extension. She shared the current and future costs:

48.45 per ton 2022

50.05 per ton 2023

51.72 per ton 2024

53.46 per ton 2025

Prices are locked in for both solid waste (2025) and recycling (2027).

Waste Management has a long-standing relationship with the City of Watertown for disposal of residential garbage, sweepings and contaminated solids and is the best option for the City of Watertown. This will be a three year contract extension starting January 1, 2023 and ending December 31, 2025. City Attorney Chesboro approves of the contract.

Motion to approve Ald. Romlein

2nd Commr. Thompson

Carried by unanimous voice vote

B. Review and discussion of on-call pay for three street division employees on a rotating basis November 15, 2022 - April 15, 2023

Stacy Winkelman took this item to the Finance Committee last week. Said committee approved the item. She then brought this to Public Works for informational purposes.

While no action was needed the plan was supported by the commission.

**5. ADJOURNMENT**

Motion to adjourn Ald. Bartz

2nd Ald. Ruetten

Carried by unanimous voice vote

Meeting adjourned at 6:40 p.m.

Respectfully submitted,  
Bob Wetzel  
Public Works Commission Chair

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

**SITE PLAN REVIEW COMMITTEE**  
**November 14, 2022**

*Section 6, Item M.*

The Site Plan Review Committee met on the above date at 1:30 P.M. in Room 2044. The following members were present: Emily McFarland, Kristine Butteris, Mike Zitelman, Maureen McBroom, Anthony Rauterberg, and Stacy Winkelman. Also in attendance were Nikki Zimmerman, Sonja Kruesel of Vandewalle & Associates, Summer Coley, and Wes Nosek.

**1. Call to Order**

The meeting was called to order by Acting Chairperson Sonja Kruesel.

**2. Review and approve Site Plan Review Committee Minutes Dated October 10, 2022**

Motion was made by Anthony Rauterberg and seconded by Mike Zitelman to approve the October 10, 2022 Site Plan Review minutes as submitted. Unanimously approved.

**3. Review and take action: 209 S. Third Street – fitness center**

The current owners of Fuelify are proposing to open a 24/7 gym at this location. Applicant Summer Coley was present to answer any questions. The door will be locked at all times and members of the gym will be able to access either via a fob or phone. There will be security cameras and software for security purposes.

The following was presented by city staff:

Zoning:	The current zoning is CB, Central Business and this will require a conditional use permit approval by the Plan Commission. This item is going before the Plan Commission on this same date (November 14 <sup>th</sup> ).
Building:	If any structural work is being completed, architectural plans will need to be submitted. It was noted that there are no current plans beyond painting.
Mayor:	Signage should be discussed with the Building, Safety & Zoning Department before signs are ordered.

Motion was made by Maureen McBroom and seconded by Emily McFarland to recommend approval to the Plan Commission for this item as submitted with the following conditions:

- A) Ensure any structural alterations or signage is discussed with the Building, Safety & Zoning Department.

Unanimously approved.

**4. Review and take action: 1141 S. Tenth Street – interior remodel and exterior resurfacing**

Wes of Wes Allen Construction is the General Contractor for the project, representing HGR General Surplus. Proposed work includes changing the roof to more of a vertical roof surface, painting the exterior brick and metal, changing windows in the front office area, and about 7,000 square feet of interior remodeling which will include restrooms, locker rooms, office space, and a new concrete paved area in the front entryway.

The following was presented by city staff:

Zoning:	This does not require Plan Commission approval since the changes are not additional square footage in excess of 1,000 square feet.
Building:	The building plans and sprinkler plans need to be forwarded to State for their review and approval.
Fire:	Verify if the building has a Knox Box. Building Inspector Doug Zwieg and Anthony Rauterberg will meet to discuss the sprinkler system and what needs to be updated.
Stormwater:	If more than 3,000 square feet of land is disturbed, an erosion control permit would be required. A stormwater utility credit is available if the owner is interested.

Motion was made by Maureen McBroom and seconded by Emily McFarland to approve this item as submitted with the following conditions:

- A) Building and sprinkler plans must be reviewed at state.
- B) Discuss the Knox Box with Fire Department personnel.

**5. Adjournment**

Motion was made by Emily McFarland and seconded by Maureen McBroom to adjourn. Unanimously approved.

Respectfully submitted,  
Nikki Zimmerman, Recording Secretary

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

2022  
YEARS OF SERVICE  
RECOGNITION

DECEMBER

JOEL HASELEU  
STREET DEPARTMENT  
25



Office of the  
Mayor

# Memo

**To:** Common Council  
**From:** Mayor McFarland  
**Date:** November 30, 2022  
**Re:** Town Square Update

Common Council Members,

Below is a summary of the Town Square progress for the upcoming two weeks.

## Next Two Weeks:

- ❖ Lighted stair railings are coming in December 1<sup>st</sup> to be mounted on the concrete stairways. Should be installed within a week.
- ❖ The guard railing for the Overlook Staircase near the bridge and sea wall will be delivered the week of Dec. 5<sup>th</sup> and will take a week to install. There were two damaged sections in shipping that need to be recoated. Hopefully all will be done by Friday Dec. 16<sup>th</sup>. Once railings are installed, the perimeter fencing will be removed from the entire site.
- ❖ The concrete subcontractor will be applying a penetrating sealer on Friday the 2<sup>nd</sup>. The goal is to open Water St. by the end of the day Friday or early Monday depending on how it dries. Fencing panels on the Eastside of Water St. on the east edge of the sidewalk will be installed so they can be opened.
- ❖ The camera system has been ordered, but no timeline on delivery or installation.

Thank you,

Mayor McFarland

## Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

Invoice.Payment due date = 12/06/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
<b>ABAGAIL ORTEGA</b>						
554511	ABAGAIL ORTEGA	112922	REIMBURSE SECURITY DEPOS	11/29/2022	100.00	01-27-19-70 SR. CENTER SECURITY
Total 554511:					100.00	
<b>ALISSA NEZAREZ</b>						
554512	ALISSA NEZAREZ	112922	REIMBURSE SECURITY DEPOS	11/29/2022	100.00	01-27-19-70 SR. CENTER SECURITY
Total 554512:					100.00	
<b>ALSCO INC</b>						
1512	ALSCO INC	IMIL1857251	MATT SERVICE AT CITY HALL	11/11/2022	65.26	01-51-71-18 SUPPLIES & EXPENSE
1512	ALSCO INC	IMIL1857251	SHIRTS AND COVERALLS MEC	11/11/2022	65.64	01-54-31-59 SAFETY EQUIPMENT
1512	ALSCO INC	IMIL1857251	COVERALLS STORM WATER T	11/11/2022	32.82	16-58-16-41 SAFETY EQUIPMENT
1512	ALSCO INC	IMIL1857251	COVERALL SERVICE FOR SOLI	11/11/2022	4.84	17-58-17-59 SAFETY EQUIPMENT
Total 1512:					168.56	
1512	ALSCO INC	IMIL1859319	MATT SERVICE AT CITY HALL	11/18/2022	65.26	01-51-71-18 SUPPLIES & EXPENSE
1512	ALSCO INC	IMIL1859319	SHIRTS AND COVERALLS MEC	11/18/2022	142.47	01-54-31-59 SAFETY EQUIPMENT
1512	ALSCO INC	IMIL1859319	COVERALLS STORM WATER T	11/18/2022	71.24	16-58-16-41 SAFETY EQUIPMENT
1512	ALSCO INC	IMIL1859319	COVERALL SERVICE FOR SOLI	11/18/2022	4.84	17-58-17-59 SAFETY EQUIPMENT
Total 1512:					283.81	
1512	ALSCO INC	IMIL1861425	MATT SERVICE AT CITY HALL	11/25/2022	84.52	01-51-71-18 SUPPLIES & EXPENSE
1512	ALSCO INC	IMIL1861425	SHIRTS AND COVERALLS MEC	11/25/2022	133.43	01-54-31-59 SAFETY EQUIPMENT
1512	ALSCO INC	IMIL1861425	COVERALLS STORM WATER T	11/25/2022	62.50	16-58-16-41 SAFETY EQUIPMENT
1512	ALSCO INC	IMIL1861425	COVERALL SERVICE FOR SOLI	11/25/2022	4.84	17-58-17-59 SAFETY EQUIPMENT
Total 1512:					285.29	
<b>AYRES ASSOCIATES INC</b>						
1990	AYRES ASSOCIATES INC	203689	CADY ST BRIDGE PROJ 42-133	11/18/2022	10,494.50	05-58-11-40 BRIDGES
Total 1990:					10,494.50	
<b>BAYCOM INC</b>						
552736	BAYCOM INC	39714	PAGER INSPECTION-FD	06/28/2022	31.25	01-52-31-26 RADIO MAINTENANCE
Total 552736:					31.25	
<b>BETH HUBER</b>						
554473	BETH HUBER	1	REFUND FOR PLAN COMMISSI	11/18/2022	50.00	01-44-12-18 PUBLIC HEARING FEES
Total 554473:					50.00	
<b>BURKE TRUCK AND EQUIPMENT</b>						
2947	BURKE TRUCK AND EQUIPMEN	30303	WING ARM PINS AND HINGES	11/01/2022	535.80	01-54-11-20 REPAIRS

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total 2947:					535.80	
<b>BUSS ELECTRICAL CONTRACTING LLC</b>						
2963	BUSS ELECTRICAL CONTRACTI	4347	S MILW AND CHURCH LIGHT TR	12/08/2022	500.00	01-54-42-20 REPAIRS
Total 2963:					500.00	
2963	BUSS ELECTRICAL CONTRACTI	4389	INSTALL LIGHTS BUILDING/DEC	11/29/2022	1,429.00	01-55-24-20 REPAIRS
Total 2963:					1,429.00	
<b>CECIL TABOR</b>						
20082	CECIL TABOR	112922	REIMBURSE SECURITY DEPOS	11/29/2022	100.00	01-27-19-70 SR. CENTER SECURITY
Total 20082:					100.00	
<b>CHARLES DAVIDS SONS INC</b>						
4125	CHARLES DAVIDS SONS INC	014939	HARD HAT DECALS	11/23/2022	18.00	01-54-10-18 SUPPLIES & EXPENSE
Total 4125:					18.00	
<b>CHARTER COMMUNICATIONS</b>						
3417	CHARTER COMMUNICATIONS	034458111202	FIBER NOV-DEC	11/20/2022	81.70	01-51-71-32 TELEPHONE
3417	CHARTER COMMUNICATIONS	034458111202	FIBER NOV-DEC	11/20/2022	120.73	01-52-11-32 TELEPHONE
3417	CHARTER COMMUNICATIONS	034458111202	FIBER NOV-DEC	11/20/2022	38.70	01-52-31-32 TELEPHONE AND CELLU
3417	CHARTER COMMUNICATIONS	034458111202	FIBER NOV-DEC	11/20/2022	27.95	01-53-12-32 TELEPHONE
3417	CHARTER COMMUNICATIONS	034458111202	FIBER NOV-DEC	11/20/2022	30.10	01-54-21-32 TELEPHONE
3417	CHARTER COMMUNICATIONS	034458111202	FIBER NOV-DEC	11/20/2022	36.55	11-58-12-32 TELEPHONE
3417	CHARTER COMMUNICATIONS	034458111202	FIBER NOV-DEC	11/20/2022	27.95	01-55-20-32 TELEPHONE
3417	CHARTER COMMUNICATIONS	034458111202	FIBER NOV-DEC	11/20/2022	34.40	02-82-00-32 TELEPHONE
3417	CHARTER COMMUNICATIONS	034458111202	FIBER NOV-DEC	11/20/2022	32.25	03-99-21-18 SUPPLIES & EXPENSE
3417	CHARTER COMMUNICATIONS	034458111202	FIBER NOV-DEC	11/20/2022	8.60	14-53-13-32 TELEPHONE
Total 3417:					438.93	
3417	CHARTER COMMUNICATIONS	034511711202	FIBER: NOV-DEC	11/20/2022	46.74	01-51-71-32 TELEPHONE
3417	CHARTER COMMUNICATIONS	034511711202	FIBER: NOV-DEC	11/20/2022	68.51	01-52-11-32 TELEPHONE
3417	CHARTER COMMUNICATIONS	034511711202	FIBER: NOV-DEC	11/20/2022	22.14	01-52-31-32 TELEPHONE AND CELLU
3417	CHARTER COMMUNICATIONS	034511711202	FIBER: NOV-DEC	11/20/2022	15.99	01-53-12-32 TELEPHONE
3417	CHARTER COMMUNICATIONS	034511711202	FIBER: NOV-DEC	11/20/2022	17.22	01-54-21-32 TELEPHONE
3417	CHARTER COMMUNICATIONS	034511711202	FIBER: NOV-DEC	11/20/2022	20.91	11-58-12-32 TELEPHONE
3417	CHARTER COMMUNICATIONS	034511711202	FIBER: NOV-DEC	11/20/2022	15.99	01-55-20-32 TELEPHONE
3417	CHARTER COMMUNICATIONS	034511711202	FIBER: NOV-DEC	11/20/2022	19.68	02-82-00-32 TELEPHONE
3417	CHARTER COMMUNICATIONS	034511711202	FIBER: NOV-DEC	11/20/2022	18.45	03-99-21-18 SUPPLIES & EXPENSE
3417	CHARTER COMMUNICATIONS	034511711202	FIBER: NOV-DEC	11/20/2022	4.92	14-53-13-32 TELEPHONE
Total 3417:					250.55	
<b>CONVERGENT SOLUTIONS INC</b>						
3762	CONVERGENT SOLUTIONS INC	54583	REMOTE PHONE CLOUD BACK	11/03/2022	138.95	01-54-12-18 SUPPLIES & EXPENSE
Total 3762:					138.95	
<b>CORE &amp; MAIN LP</b>						
3784	CORE & MAIN LP	R903058	RIVERSIDE PARK RESTROOMS	11/08/2022	877.29	05-55-41-70 CAPITAL PROJECTS

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total 3784:					877.29	
<b>COREY RAHBERGER</b>						
554477	COREY RAHBERGER	8555	REIMBURSE SOCCER FEE FOR	11/29/2022	35.00	01-44-62-10 REC DEPT. REVENUE
Total 554477:					35.00	
<b>CORNERSTONE ENVIRONMENTAL GROUP LLC</b>						
3785	CORNERSTONE ENVIRONMEN	51981746	LANDFILL GAS MONITORING	11/10/2022	1,346.73	17-58-17-26 OLD LANDFILL EXPENSE
Total 3785:					1,346.73	
<b>CORPORATE BUSINESS SYSTEMS</b>						
3793	CORPORATE BUSINESS SYSTE	32779938	COPIER LEASE FEE	11/07/2022	69.50	01-54-21-18 SUPPLIES & EXPENSE
3793	CORPORATE BUSINESS SYSTE	32779938	COPIER LEASE FEE	11/07/2022	69.50	17-58-17-18 SUPPLIES
Total 3793:					139.00	
3793	CORPORATE BUSINESS SYSTE	32827966	COPIER LEASE OVERAGE-FD	11/14/2022	47.49	01-52-31-44 OFFICE SUPPLIES
Total 3793:					47.49	
3793	CORPORATE BUSINESS SYSTE	32870559	HEALTH - COPIES	11/21/2022	203.82	01-53-13-18 SUPPLIES & EXPENSE C
3793	CORPORATE BUSINESS SYSTE	32870559	ENVIRO COPIES	11/21/2022	203.82	14-53-13-18 SUPPLIES
Total 3793:					407.64	
3793	CORPORATE BUSINESS SYSTE	32920029	COPIER LEASE FEE HR	11/28/2022	100.80	01-51-60-18 SUPPLIES & EXPENSE
3793	CORPORATE BUSINESS SYSTE	32920029	COPIER LEASE FEE IT	11/28/2022	14.40	01-51-86-18 IT SUPPLIES & EXPENSE
3793	CORPORATE BUSINESS SYSTE	32920029	COPIER LEASE FEE MAYOR	11/28/2022	14.40	01-51-31-18 SUPPLIES & EXPENSE
3793	CORPORATE BUSINESS SYSTE	32920029	COPIER LEASE FEE SIDC	11/28/2022	14.40	60-51-05-18 SUPPLIES SIDC COORD
Total 3793:					144.00	
<b>DEB WHOLESALE AND DISTRIBUTING</b>						
4190	DEB WHOLESALE AND DISTRIB	942307	REC SUPPLY-FAMILY BINGO	11/22/2022	33.06	01-55-21-18 SUPPLIES & EXPENSE
Total 4190:					33.06	
<b>DEBBIE KOPPLIN</b>						
60156	DEBBIE KOPPLIN	112922	REFUND SEC DEPOSIT	11/29/2022	100.00	01-27-19-70 SR. CENTER SECURITY
Total 60156:					100.00	
<b>DIGICORP INC</b>						
4468	DIGICORP INC	342326	REPLACE CAMERA & INSTALL	06/30/2022	1,346.00	01-55-24-20 REPAIRS
Total 4468:					1,346.00	
<b>EMILY GIBBONS</b>						
554475	EMILY GIBBONS	8368	COACH REIMBURSE SPRING S	11/29/2022	97.50	01-44-62-10 REC DEPT. REVENUE
Total 554475:					97.50	
<b>ENERGENECS INC</b>						
5591	ENERGENECS INC	0044870-IN	CL2 TANK REGULATORS-WTP &	11/10/2022	281.05	03-64-52-18 SUPPLIES-MAINT.TREAT

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total 5591:					281.05	
<b>ENVIROTECH EQUIPMENT</b>						
5635	ENVIROTECH EQUIPMENT	22-0019629	MUDFLAPS FOR STREET SWEE	09/06/2022	133.58	16-58-16-22 MAINTENANCE
Total 5635:					133.58	
<b>FIRE SERVICE INC</b>						
6371	FIRE SERVICE INC	WI-3744	E61 WI ANNUAL PUMP TEST-FD	11/21/2022	300.00	01-52-31-42 APPARATUS MAINTENAN
Total 6371:					300.00	
6371	FIRE SERVICE INC	WI-3747	E61 B SERVICE-FD	11/21/2022	900.00	01-52-31-42 APPARATUS MAINTENAN
Total 6371:					900.00	
6371	FIRE SERVICE INC	WI-3749	E62 REPLACE DRAG LINK-FD	11/21/2022	1,274.20	01-52-31-42 APPARATUS MAINTENAN
Total 6371:					1,274.20	
<b>FISCHER BROS LLC</b>						
554508	FISCHER BROS LLC	112922	35% DOWN PAYMT WAC SLIDE	11/30/2022	48,146.70	05-16-22-00 PREPAID EXPENSES
Total 554508:					48,146.70	
<b>GERBER LEISURE PRODUCTS INC</b>						
7262	GERBER LEISURE PRODUCTS I	9283	WOOD CHIPS FOR PARKS	11/03/2022	2,100.00	01-55-41-60 CAPITAL OUTLAY
7262	GERBER LEISURE PRODUCTS I	9283	WOOD CHIPS FOR PARKS	11/03/2022	700.00	01-55-41-20 REPAIRS
Total 7262:					2,800.00	
<b>GINA ZIMDARS</b>						
554443	GINA ZIMDARS	112922	REIMBURSE SECURITY DEPOS	11/29/2022	100.00	01-27-19-70 SR. CENTER SECURITY
Total 554443:					100.00	
<b>GOLLON BAIT &amp; FISH FARM</b>						
554008	GOLLON BAIT & FISH FARM	45320	MINNOWS-DAPHNIA CNTRL - W	11/10/2022	100.00	02-82-00-18 SUPPLIES & EXPENSE
Total 554008:					100.00	
<b>HANNAH MOCK</b>						
554480	HANNAH MOCK	8416	REIMBURSE SPRING SOCCER	11/29/2022	40.00	01-44-62-10 REC DEPT. REVENUE
Total 554480:					40.00	
<b>HEATHER FORTMANN</b>						
554476	HEATHER FORTMANN	8282	REIMBURSE SPRING SOCCER	11/29/2022	35.00	01-44-62-10 REC DEPT. REVENUE
Total 554476:					35.00	
<b>HYDROCORP</b>						
8994	HYDROCORP	0069952-IN	CROSS CONNECTION PROGRA	11/30/2022	1,207.00	03-99-23-18 OUTSIDE SERVICES EXP
Total 8994:					1,207.00	



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
<b>INSIGHT FS</b>						
9415	INSIGHT FS	2851364	BUILDING FUEL - LOWER SIGN	11/28/2022	408.19	01-54-12-28 FUEL
Total 9415:					408.19	
<b>INTERSTATE BILLING SERVICE INC</b>						
9490	INTERSTATE BILLING SERVICE	X101053158:0	BRAKES - SOLID WASTE TRCU	10/06/2022	935.10	17-58-17-20 REPAIRS
Total 9490:					935.10	
9490	INTERSTATE BILLING SERVICE	x101053158:02	BRAKE PAD KITS - STOCK	10/06/2022	309.06	17-58-17-20 REPAIRS
Total 9490:					309.06	
9490	INTERSTATE BILLING SERVICE	X101053418:0	SPRING BRAKES	10/10/2022	350.56	01-54-11-20 REPAIRS
Total 9490:					350.56	
9490	INTERSTATE BILLING SERVICE	X101054471:0	BRAKE KIT EXCHANGE	10/25/2022	46.80-	01-54-11-20 REPAIRS
Total 9490:					46.80-	
<b>IRMA SAAVEDRA ROMERO</b>						
554072	IRMA SAAVEDRA ROMERO	112922	SECURITY DEPOSIT REFUND	11/29/2022	100.00	01-27-19-70 SR. CENTER SECURITY
Total 554072:					100.00	
<b>JAMES ROMLEIN SR</b>						
18769	JAMES ROMLEIN SR	113022	BALLROOM DANCE INSTRUCT	11/30/2022	126.00	01-55-21-17 CONTRACTED SPORTS
Total 18769:					126.00	
<b>JANKE GENERAL CONTRACTORS INC</b>						
10103	JANKE GENERAL CONTRACTO	1	PLAZA PHASE II - SEAWALL RE	11/18/2022	73,760.00	05-58-11-41 SEAWALL
Total 10103:					73,760.00	
<b>JASON HELLER</b>						
8335	JASON HELLER	112122	HELLER - SADETY BOOT REIM	11/21/2022	100.00	16-58-16-41 SAFETY EQUIPMENT
Total 8335:					100.00	
<b>JEFF DEWITT</b>						
4310	JEFF DEWITT	3870	SAFETY SHOE REIMBURSEME	11/15/2022	100.00	02-82-00-20 SAFETY EQUIPMENT
Total 4310:					100.00	
<b>JEFFERSON CO REGISTER OF DEEDS</b>						
10280	JEFFERSON CO REGISTER OF	120222	REQ FOR RECORDS FOR RDA	12/02/2022	4.00	01-51-40-18 SUPPLIES & EXPENSE
Total 10280:					4.00	
<b>JEFFERSON COUNTY SHERIFF</b>						
10290	JEFFERSON COUNTY SHERIFF	111022	OCTOBER BOARD BILL	11/10/2022	120.00	01-51-21-45 PRISONER EXPENSES
Total 10290:					120.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
<b>JESSE FREMONT</b>						
554479	JESSE FREMONT	8495	SPRING SOCCER COACH REF	11/29/2022	85.00	01-44-62-10 REC DEPT. REVENUE
Total 554479:					85.00	
<b>JESSICA PARKER</b>						
554481	JESSICA PARKER	8552	SPRING SOCCER COACH REF	11/29/2022	40.00	01-44-62-10 REC DEPT. REVENUE
Total 554481:					40.00	
<b>JOHN JONES AUTOMOTIVE DEALERSHIPS INC</b>						
554516	JOHN JONES AUTOMOTIVE DE	P1982N	2022 DODGE CHARGER VIN 15	11/30/2022	49,736.00	05-52-11-70 CAPITAL PROJECTS
Total 554516:					49,736.00	
554516	JOHN JONES AUTOMOTIVE DE	P2023N	2022 DODGE CHARGER VIN 17	11/30/2022	49,736.00	05-52-11-70 CAPITAL PROJECTS
Total 554516:					49,736.00	
<b>JOHNS RECYCLING INC</b>						
10496	JOHNS RECYCLING INC	19350	SINGLE STREAM MIX RECYCLI	10/31/2022	6,057.87	17-58-17-41 OUTSIDE RECYCLING S
Total 10496:					6,057.87	
<b>JOSHUA SANFTNER</b>						
554478	JOSHUA SANFTNER	8599	SPRING SOCCER REIMBURSE	11/29/2022	80.00	01-44-62-10 REC DEPT. REVENUE
Total 554478:					80.00	
<b>JULIE EGNARSKI</b>						
554510	JULIE EGNARSKI	112922	REFUND SECURITY DEPOSIT	11/29/2022	100.00	01-27-19-70 SR. CENTER SECURITY
Total 554510:					100.00	
<b>JWR INC</b>						
10015	JWR INC	42-5469	REPAIR MOBILE PATHFINDER-	11/14/2022	4,407.69	02-82-00-18 SUPPLIES & EXPENSE
Total 10015:					4,407.69	
<b>KEITH REIN</b>						
18393	KEITH REIN	111322	REIN - SAFETY BOOT REIMBUR	11/13/2022	100.00	01-54-31-59 SAFETY EQUIPMENT
Total 18393:					100.00	
<b>KIMBALL MIDWEST</b>						
11383	KIMBALL MIDWEST	100498752	SHOP STOCK PARTS	11/16/2022	955.23	01-54-11-20 REPAIRS
Total 11383:					955.23	
<b>KWIK TRIP SHOPPING RECEIPT</b>						
11972	KWIK TRIP SHOPPING RECEIPT	2900061149	SENIOR CENTER FUNDRAISIN	11/08/2022	475.00	01-58-11-07 SR. CENTER FUNDRAISI
Total 11972:					475.00	
<b>LAKESIDE INTERNATIONAL TRUCKS</b>						
12048	LAKESIDE INTERNATIONAL TR	8255758P	SOLID WASTE FITTINGS	10/13/2022	19.71	17-58-17-20 REPAIRS

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total 12048:					19.71	
12048	LAKESIDE INTERNATIONAL TR	8255914P	SOLID WASTE CONNECTOR	10/13/2022	10.12	17-58-17-20 REPAIRS
Total 12048:					10.12	
12048	LAKESIDE INTERNATIONAL TR	8258084P	COVER ASSEMBLY	11/22/2022	302.19	01-54-11-20 REPAIRS
12048	LAKESIDE INTERNATIONAL TR	8258084P	RADIATOR REPLACEMENT	11/22/2022	867.09	17-58-17-20 REPAIRS
Total 12048:					1,169.28	
<b>LANGE ENTERPRISES</b>						
12110	LANGE ENTERPRISES	82109	WHITE WITH GREEN BORDER	11/11/2022	53.32	01-54-41-18 SUPPLIES & EXPENSE
Total 12110:					53.32	
<b>LATINO ACADEMY WORKFORCE DEVELOPMENT</b>						
554505	LATINO ACADEMY WORKFORC	95	CAREER FAIR FOR RECRUITM	11/05/2022	100.00	01-51-60-18 SUPPLIES & EXPENSE
Total 554505:					100.00	
<b>LORI BOCHER</b>						
2480	LORI BOCHER	112922	WESTERN AVENUE FLOWER B	11/29/2022	90.36	01-55-41-18 SUPPLIES & EXPENSE
Total 2480:					90.36	
<b>MACQUEEN EQUIPMENT &amp; EMERGENCY</b>						
554177	MACQUEEN EQUIPMENT & EM	PO8724	FIRE BOOTS FD	11/28/2022	457.46	01-58-11-05 FIRE 2% DUES
Total 554177:					457.46	
<b>MEGAN DUNNEISEN</b>						
554094	MEGAN DUNNEISEN	120222	STANDUP MONITOR RISER	12/02/2022	262.59	01-51-40-18 SUPPLIES & EXPENSE
554094	MEGAN DUNNEISEN	120222	ELECTION MILEAGE	12/02/2022	298.13	01-51-40-24 TRAVEL & TRAINING
Total 554094:					560.72	
<b>MENARDS INC</b>						
13384	MENARDS INC	42666	DRIVEWAY MARKERS - WW	11/16/2022	31.40	02-83-10-40 GENERAL PLANT STRUC
13384	MENARDS INC	42666	UNIFORM APPAREL-BLK TSHRI	11/16/2022	61.39	02-82-00-20 SAFETY EQUIPMENT
Total 13384:					92.79	
13384	MENARDS INC	43070	HEAD LAMP, BULBS	11/23/2022	42.94	01-55-42-20 REPAIRS & SUPPLIES
Total 13384:					42.94	
<b>MICHAEL ZITELMAN</b>						
26600	MICHAEL ZITELMAN	53351	SAFETY SHOE REIMBURSEME	11/20/2022	100.00	03-99-21-18 SUPPLIES & EXPENSE
Total 26600:					100.00	
<b>MICHELS CORPORATION</b>						
13415	MICHELS CORPORATION	440285 CREDI	FREIGHT CHGS DELIVERED NO	11/15/2022	1,862.06-	16-58-16-46 EXCAVATE/REPAIR/INSTA

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total 13415:					1,862.06-	
13415	MICHELS CORPORATION	442968	FREIGHT CHARGES ADDED TO	11/15/2022	2,260.54	16-58-16-46 EXCAVATE/REPAIR/INSTA
Total 13415:					2,260.54	
<b>MIDDLETON FARMERS COOPERATIVE COMPANY</b>						
554035	MIDDLETON FARMERS COOPE	302	2476 GALLONS - UNL FUEL AND	11/21/2022	30,643.93	01-54-11-40 GASOLINE
Total 554035:					30,643.93	
<b>MJ CONSTRUCTION INC</b>						
554349	MJ CONSTRUCTION INC	PR#4 11-22	11-22 LSL RPLMNT - WTR	11/16/2022	578,507.10	03-41-41-50 LEAD SVC LATERAL GRA
Total 554349:					578,507.10	
<b>NATALIE GONZALEZ</b>						
554474	NATALIE GONZALEZ	8329	SPRING SOCCER COACH REIM	11/29/2022	35.00	01-44-62-10 REC DEPT. REVENUE
Total 554474:					35.00	
<b>OTT HYDROMET CORP</b>						
554401	OTT HYDROMET CORP	ACR/10044020	RIVER GAUGE STATION EQUIP	11/18/2022	3,308.97	16-58-16-60 CAPITAL OUTLAY
Total 554401:					3,308.97	
<b>PASSENGER TRANSIT INC</b>						
16165	PASSENGER TRANSIT INC	1191	TAXI RIDES-SR CTR	11/04/2022	129.25	01-58-11-07 SR. CENTER FUNDRAISI
Total 16165:					129.25	
<b>PATRICIA WERNER</b>						
554509	PATRICIA WERNER	112922	SECURITY DEPOSIT REFUND	11/29/2022	100.00	01-27-19-70 SR. CENTER SECURITY
Total 554509:					100.00	
<b>PETER HARTZ-PETTY CASH</b>						
8199	PETER HARTZ-PETTY CASH	LB112822PC	PETTY CASH RECEIPTS - WTR	11/28/2022	252.93	03-99-21-18 SUPPLIES & EXPENSE
8199	PETER HARTZ-PETTY CASH	LB112822PC	PETTY CASH RECEIPTS - WTR	11/28/2022	14.42	03-66-65-18 SUPPLIES-TRANSMISSIO
Total 8199:					267.35	
<b>RAILROAD MANAGEMENT CO LLC</b>						
18056	RAILROAD MANAGEMENT CO L	471147	PL-LICENSE FEES, PRESET-ST	11/22/2022	1,166.96	16-58-16-24 STORM WATER PERMIT
Total 18056:					1,166.96	
<b>RHYME BUSINESS PRODUCTS</b>						
18470	RHYME BUSINESS PRODUCTS	32851835	COPIER MAINTENANCE - BSZ	11/16/2022	165.60	01-52-41-26 MAINTENANCE CONTRA
Total 18470:					165.60	
<b>RICHTER HEATING &amp; AC INC</b>						
18503	RICHTER HEATING & AC INC	20161	HVAC PARK SHOP	11/22/2022	5,498.00	05-55-41-70 CAPITAL PROJECTS

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total 18503:					5,498.00	
<b>ROB ROE</b>						
552610	ROB ROE	112122	CDL LISCENSE REIMB	11/29/2022	40.00	17-58-17-59 SAFETY EQUIPMENT
Total 552610:					40.00	
<b>RUEKERT MIELKE INC</b>						
18891	RUEKERT MIELKE INC	143865	PROJ 79-00000 GENERAL SERV	11/03/2022	372.00	16-58-16-47 OUTSIDE SERVICES EM
Total 18891:					372.00	
18891	RUEKERT MIELKE INC	143866	PROJ 79-10027 STORM SEWER	11/03/2022	248.75	16-58-16-47 OUTSIDE SERVICES EM
Total 18891:					248.75	
18891	RUEKERT MIELKE INC	143867	PROJ 79-10037 FLOOD CONTR	11/03/2022	16,892.50	16-58-16-60 CAPITAL OUTLAY
Total 18891:					16,892.50	
18891	RUEKERT MIELKE INC	143868	PROJ 79-10039 SUBDIVISION C	11/03/2022	1,455.75	01-54-10-47 OUTSIDE SERVICES EM
18891	RUEKERT MIELKE INC	143868	PROJ 79-10039 SUBDIVISION C	11/03/2022	1,455.75	16-58-16-47 OUTSIDE SERVICES EM
Total 18891:					2,911.50	
18891	RUEKERT MIELKE INC	143869	PROJ 79-10039 SUBDIVISION C	11/03/2022	998.25	01-54-10-47 OUTSIDE SERVICES EM
18891	RUEKERT MIELKE INC	143869	PROJ 79-10039 SUBDIVISION C	11/03/2022	998.25	16-58-16-47 OUTSIDE SERVICES EM
Total 18891:					1,996.50	
18891	RUEKERT MIELKE INC	143870	PROJ 79-10042 MS4 MODELING	11/03/2022	1,304.70	16-58-16-47 OUTSIDE SERVICES EM
Total 18891:					1,304.70	
<b>SANOFI PASTEUR INC</b>						
19115	SANOFI PASTEUR INC	919844560	HEALTH - FLUZONE UJ899AB 3	11/14/2022	500.46	01-53-12-42 VACCINATIONS
Total 19115:					500.46	
<b>SARAH BURT</b>						
554515	SARAH BURT	110822 ELECT	POLL WORKER	11/08/2022	18.00	01-51-41-10 SALARIES
Total 554515:					18.00	
<b>SHORT ELLIOTT HENDRICKSON INC</b>						
19563	SHORT ELLIOTT HENDRICKSO	436911	PROJECT 160163 T-MOBILE AN	11/11/2022	1,263.04	03-99-23-18 OUTSIDE SERVICES EXP
Total 19563:					1,263.04	
<b>STEVEN CHESEBRO</b>						
554202	STEVEN CHESEBRO	10262022/1122	MILEAGE REIMBURSEMENT-10/	11/22/2022	98.25	01-51-61-24 TRAVEL
554202	STEVEN CHESEBRO	10262022/1122	MILEAGE REIMBURSEMENT-11/	11/22/2022	20.06	01-51-61-24 TRAVEL
Total 554202:					118.31	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
<b>STRAND ASSOCIATES INC</b>						
19850	STRAND ASSOCIATES INC	190168	PROJECT 1550.007-ON-DEMAN	11/10/2022	3,034.00	03-99-23-18 OUTSIDE SERVICES EXP
Total 19850:					3,034.00	
19850	STRAND ASSOCIATES INC	190170	PROJECT 1550.008 CORROSIO	11/10/2022	2,700.52	03-99-23-18 OUTSIDE SERVICES EXP
Total 19850:					2,700.52	
<b>SYMBIONT</b>						
19979	SYMBIONT	55718	PROJECT R4666751-222377.01	11/09/2022	2,118.00	02-97-30-12 REPAIR OR REPLACE
Total 19979:					2,118.00	
<b>TEREX UTILITIES INC</b>						
20341	TEREX UTILITIES INC	7269536	BUCKET TRUCK HYDR LEAK R	11/08/2022	2,036.91	01-56-11-20 REPAIRS
Total 20341:					2,036.91	
<b>TONY ROCKER ENTERPRISES</b>						
18699	TONY ROCKER ENTERPRISES	112922	SR CENTER ENTERTAINMENT	11/29/2022	325.00	01-58-11-07 SR. CENTER FUNDRAISI
Total 18699:					325.00	
<b>TONYS FIBER CARE</b>						
20620	TONYS FIBER CARE	4873	HEALTH - CARPET CLEANING	11/11/2022	640.00	01-51-41-18 SUPPLIES & EXPENSE
Total 20620:					640.00	
20620	TONYS FIBER CARE	4874	CARPET CLEANING-SR CENTE	11/11/2022	950.00	01-55-24-17 CONTRACT SERVICES
Total 20620:					950.00	
<b>UNITED COOPERATIVE</b>						
21528	UNITED COOPERATIVE	35847	LP FUEL-RECYCLING	11/23/2022	303.90	01-54-11-40 GASOLINE
Total 21528:					303.90	
<b>UNITED ELECTRIC INC</b>						
21526	UNITED ELECTRIC INC	77737	WORK SHOP FANS/SWITCHES	11/02/2022	2,873.90	05-55-41-70 CAPITAL PROJECTS
Total 21526:					2,873.90	
21526	UNITED ELECTRIC INC	77888	RIVERSIDE BATHROOM DEMO	11/10/2022	540.00	05-55-41-70 CAPITAL PROJECTS
Total 21526:					540.00	
<b>UNITED INDUSTRIAL AUTOMATION</b>						
21496	UNITED INDUSTRIAL AUTOMATI	1852	INSTALLATION LABOR FOR (3)	11/21/2022	4,621.00	02-97-30-12 REPAIR OR REPLACE
Total 21496:					4,621.00	
27806	UNITED INDUSTRIAL AUTOMATI	1857	HEALTH - SPARE EMERGENCY	11/21/2022	139.85	01-53-12-18 SUPPLIES & EXPENSE
Total 27806:					139.85	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
<b>UNIVERSAL RECYCLING TECHNOLOGIES LLC</b>						
21538	UNIVERSAL RECYCLING TECH	ARINV193902	TELEVISION/ELEC/APPLIANCE	11/21/2022	435.63	17-58-17-41 OUTSIDE RECYCLING S
Total 21538:					435.63	
<b>USIC LOCATING SERVICES LLC</b>						
553098	USIC LOCATING SERVICES LLC	540366	DIGGERS HOTLINE TICKET LO	09/30/2022	81.11	01-54-31-18 SUPPLIES & EXPENSE
553098	USIC LOCATING SERVICES LLC	540366	DIGGERS HOTLINE TICKET LO	09/30/2022	1,684.57	16-58-16-32 DIGGER'S LOCATE FEES
553098	USIC LOCATING SERVICES LLC	540366	DIGGERS HOTLINE TICKET LO	09/30/2022	1,684.58	02-85-00-20 OUTSIDE SERVICES EM
553098	USIC LOCATING SERVICES LLC	540366	DIGGERS HOTLINE TICKET LO	09/30/2022	1,684.57	03-99-23-18 OUTSIDE SERVICES EXP
Total 553098:					5,134.83	
<b>VET PEST CONTROL LLC</b>						
554266	VET PEST CONTROL LLC	0225	MONTHLY PEST CONTROL	11/29/2022	90.00	01-54-12-18 SUPPLIES & EXPENSE
Total 554266:					90.00	
<b>VISU-SEWER INC</b>						
22540	VISU-SEWER INC	34251	THIRD ST PROTRUDING TAP C	11/22/2022	5,775.00	16-58-16-43 MS4 MAINTENANCE
Total 22540:					5,775.00	
<b>WATERTOWN VETERANS COUNCIL</b>						
23484	WATERTOWN VETERANS COU	112922	PAVER AT VETERAN'S PARK-SR	11/29/2022	150.00	01-58-11-07 SR. CENTER FUNDRAISI
Total 23484:					150.00	
<b>WE ENERGIES</b>						
23530	WE ENERGIES	112922	DEER TRAIL ELECTRIC	11/29/2022	18.49	01-55-41-30 ELECTRIC
Total 23530:					18.49	
<b>WI DEPT OF TRANSPORTATION</b>						
23795	WI DEPT OF TRANSPORTATION	395-00002831	MAIN STREET BRIDGE	11/01/2022	1,345.43	05-58-11-40 BRIDGES
Total 23795:					1,345.43	
<b>WILLIAM RAU</b>						
554482	WILLIAM RAU	8635	SPRING SOCCER COACH REF	11/29/2022	35.00	01-44-62-10 REC DEPT. REVENUE
Total 554482:					35.00	
<b>WOLFF PACK APPAREL &amp; PROMOTIONS</b>						
23904	WOLFF PACK APPAREL & PRO	2437	NEW EMPLOYEE SHIRT FD	11/08/2022	26.50	01-52-31-19 HIRING EXPENSES
Total 23904:					26.50	
Grand Totals:					944,731.84	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
--------	-------------	----------------	-------------	--------------	-----------------------	----------------------

Report Criteria:  
Detail report.  
Invoices with totals above \$0.00 included.  
Only unpaid invoices included.  
Invoice.Payment due date = 12/06/2022



# PAYROLL SUMMARIES

For the Period of: 11/2/2022 11/15/2022

Section 9, Item A.

Department	Employees FT PT	Regular Hours	Overtime Hours	Overtime Costs this Pay Period	Y-T-D Overtime Costs	Overtime Budget	Total Payroll
Police	46 -	3,617.50	197.00	9,642.79	95,344.37	84,000.00	124,261.53
Police Dispatch	9 3	798.50	47.50	1,769.73	43,759.33	37,000.00	22,350.35
Fire	26 2	2,840.00	382.00	12,527.04	160,950.15	92,000.00	82,791.09
Municipal Court	1 -	80.00	-	-	-	-	2,948.88
Mayor	1 1	100.00	-	-	-	-	2,692.28
Bldg. Inspection	2 3	181.00	-	-	222.01	1,000.00	4,529.83
Attorney	2 1	218.00	-	-	-	-	6,148.40
Finance	6 -	480.00	2.50	94.76	2,010.52	1,500.00	11,868.00
Watertown TV	2 2	190.00	-	-	-	-	4,479.00
Administration	1 1	120.00	-	-	-	-	2,752.03
Engineering	4 2	403.25	-	-	-	-	8,421.66
Health	9 4	835.00	-	-	183.30	12,000.00	25,788.01
Library	8 17	1,084.50	-	-	550.25	-	22,282.58
Municipal Building	1 -	80.00	0.50	14.99	1,310.39	1,000.00	1,613.39
Senior Center	3 1	275.00	-	-	394.60	400.00	5,869.20
Solid Waste	7 -	560.00	14.75	511.22	2,859.18	2,700.00	14,862.66
Street	23 -	1,840.00	26.75	954.99	20,670.74	45,900.00	51,840.41
Park	8 -	640.00	2.00	67.68	8,273.89	18,000.00	16,055.68
Forestry	2 -	160.00	-	-	-	-	4,236.00
Park/Rec Admin	1 -	80.00	-	-	-	-	3,012.80
Recreation and Pools	- 23	216.75	-	-	2,849.94	500.00	3,228.48
Wastewater	11 -	880.00	7.50	367.82	6,885.43	18,000.00	25,282.97
Water Dept.	11 -	880.00	20.25	755.35	11,209.59	36,697.00	28,078.38
Crossing Guards	- 10	134.00	-	-	-	-	1,507.50
Police Auxiliary	- 2	4.00	-	-	-	-	63.04
Alderpersons (2nd PR)	- 9	9.00	-	-	-	-	4,062.15
<b>TOTALS</b>	<b>184 FT 81 PT</b>	<b>16,706.50</b>	<b>700.75</b>	<b>26,706.37</b>	<b>358,238.68</b>	<b>350,697.00</b>	<b>481,026.30</b>

**CREDIT CARD PURCHASES OVER \$10,000**

<b>Date</b>	<b>Amount</b>	<b>Expense Account</b>	<b>Vendor</b>	<b>Description</b>
10/11/2022	\$12,375.00	02-82-00-60	POLYDYNE	HARTZ - CLARIFLOC C-3283 (100 - 55LB BAGS) - WW
10/20/2022	\$12,375.00	02-82-00-60	POLYDYNE	HARTZ - CLARIFLOC C-3283 (100 - 55LB BAGS) - WW
9/30/2022	\$24,701.76	17-58-17-42	WASTE MANAGEMENT	WINKELMAN - AUGUST LANDFILLING: 509.84 TON @ \$48.45/TON - STREET
10/11/2022	\$23,615.47	17-58-17-42	WASTE MANAGEMENT	WINKELMAN - SEPTEMBER LANDFILLING: 487.42 TON @ \$48.45/TON - STREET

ORDINANCE TO  
AMEND SECTION 500-6 PARKING LIMITATIONS A. (5) MUNICIPAL  
PARKING LOT LIMITATIONS OF THE CITY OF WATERTOWN  
GENERAL ORDINANCES

SPONSOR: ALDERPERSON FRED SMITH  
FROM: PUBLIC SAFETY AND WELFARE COMMITTEE

THE COMMON COUNCIL OF THE CITY OF WATERTOWN DOES ORDAIN AS  
FOLLOWS:

SECTION 1. Section 500-6. Parking limitations A. (5) Municipal parking lot limitations, is hereby amended to add the following.

(q) All parking spaces located in the 109-113 Jones Street Parking Lot (To be ten-hour limit). Except for the southwest 4 stalls reserved for City of Watertown vehicles.

SECTION 2. All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed.

SECTION 3. This ordinance shall take effect and be in force the day after its passage and publication.

DATE:	November 15, 2022		December 6, 2022	
READING:	1ST		2ND	
	YES	NO	YES	NO
DAVIS				
LAMPE				
RUETTEN				
BARTZ				
LICHT				
SMITH				
SCHMID				
WETZEL				
ROMLEIN				
MAYOR MCFARLAND				
TOTAL				

ADOPTED \_\_\_\_\_

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

APPROVED \_\_\_\_\_

\_\_\_\_\_  
MAYOR

ORDINANCE TO  
AMEND SECTION 500-9 A. PARKING PROHIBIED IN SPECIFIED PLACES OF THE  
CITY OF WATERTOWN GENERAL ORDINANCES

SPONSOR: ALDERPERSON FRED SMITH  
FROM: PUBLIC SAFETY AND WELFARE COMMITTEE

WHEREAS, there is inadequate street width on the 1100 block of Randolph Street to safely allow on-street parking on both sides of the street between Station Street and the southerly termination point of the 1100 block of Randolph Street; and,

WHEREAS, on November 2, 2022, the Public Safety & Welfare Committee agreed that on-street parking should be prohibited on the east side of the 1100 block of Randolph Street from the southern curbline of Station Street to a point 155 feet further south.

THE COMMON COUNCIL OF THE CITY OF WATERTOWN DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 500-9 A. Parking prohibited in specified places, is hereby amended to add the following;

Name of Street	Side	Location
Randolph Street	East	From the southern curbline of Station Street to a point 155 feet further south

SECTION 2. All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed.

SECTION 3. This ordinance shall take effect and be in force the day after its passage and publication.

DATE:	November 15, 2022		December 6, 2022	
READING:	1ST		2ND	
	YES	NO	YES	NO
DAVIS				
LAMPE				
RUETTEN				
BARTZ				
LICHT				
SMITH				
SCHMID				
WETZEL				
ROMLEIN				
MAYOR MCFARLAND				
TOTAL				

ADOPTED December 6, 2022

CITY CLERK

APPROVED December 6, 2022

MAYOR

**ORDINANCE TO  
AMEND SECTION 319 ARTICLE II ENVIRONMENTAL SANITATION  
OF THE CITY OF WATERTOWN GENERAL ORDINANCES**

**SPONSOR: ALDERMAN JONATHAN LAMPE  
FROM: BOARD OF HEALTH**

THE COMMON COUNCIL OF THE CITY OF WATERTOWN DOES ORDAIN AS FOLLOWS:

SECTION 1. WHEREAS, the City of Watertown, as an agent of the State of Wisconsin Department of Agriculture, Trade and Consumer Protection, is required to have ordinance with current and updated language in accordance with the Wisconsin Food Code and all applicable Wisconsin State Statutes.

ARTICLE II

**Environmental Sanitation**

[Adopted by Ord. No. 02-03 (§ 10.23 of the former City Code); amended in its entirety 1-21-2020 by Ord. No. 20-1]

**§ 319-6. Administration.**

This article shall be administered by the City of Watertown ~~Public Health Department~~Department of Public Health.

**§ 319-7. Enforcement.**

- A. The Health Officer or the Health Officer's duly authorized representative shall enforce the regulations of this article and may issue orders to effect correction of violations and may issue citations pursuant to the City of Watertown Code. All enforcement actions shall minimally be analogous to Wis. Stat. § Ch. § 254.85, 254.86, 254.87 and 254.8897, Wis. Stats.
- B. The City Attorney for the City of Watertown may, in ~~his~~their discretion, commence legal action and may proceed pursuant to the provisions outlined in Wis. Stats. §§ 66.0119 and 66.0114, Wis. Stats., or pursuant to the issuance of a summons and complaint.
- C. The City of Watertown adopts by reference the following chapters of the Wisconsin Administrative Code: Wis. Admin Code ATCP Ch. 72, 73, 74, 75, 76, 78, 79 and Wis. Admin Code SPS Ch 221 and 390. Chapters ATCP 72 (Now part of ATCP 75), ATCP 73 (Now part of ATCP 75), ATCP 75 SPS 390, ATCP 76, SPS 390 SPS 221, ATCP 78, ATCP 79, and SPS 221, ATCP 75 and all other state and federally referenced rules and memorandums of understanding therein.
- D. The City of Watertown recognizes and adopts the same exemptions for inspections and licensure as contained in the aforementioned state statutes, administrative codes and the State of Wisconsin Department of Safety and Professional Services (DSPS) and Department of Agriculture, Trade and Consumer Protection (DATCP) policies.
- E. The City of Watertown is an agent for the Department of Agriculture, Trade and Consumer Protection under the provisions as set forth in Wis. Stat. § 97.41, Wis. Stats. and Wis. Admin.

Code Ch. ATCP 74 ~~Wis. Adm. Code.~~

- F. The City of Watertown is an agent for the Department of Safety and Professional Services under the provisions as set forth in Wis. Admin. Code Ch. SPS 221.

### **§ 319-8. Definitions.**

As used in this article, the following terms shall have the meanings indicated:

DEPARTMENT — The City of Watertown ~~Public Health Department~~ Department of Public Health.

HEALTH OFFICER — The Health Officer or ~~his/her~~ their authorized agent.

LICENSE — The granting of permission in a written/certificate form from the appropriate authority to carry on an activity. In this article, it is synonymous with "permit."

PERSON — An individual, partnership, association, firm, company, corporation, organization, municipality, county, town or state agency, whether tenant, owner, lessee or licensee, or the agent, heir or assignee of any of these.

### **§ 319-9. License application.**

License application shall be made to the ~~City of Watertown Public Health Department~~ Department on forms ~~approved by DSPS or DATCP and~~ supplied by the Department, accompanied by the appropriate license fee and pre-inspection fee. Licenses hereunder shall not be granted or issued by the Department unless and until the Health Officer ~~or designee~~ determines and certifies compliance of the premises to be licensed with all the applicable terms and conditions of all Wisconsin Administrative Codes under contract. Applications for licenses required in this article shall be made in writing to the ~~Public Health Department~~ on forms provided by the ~~Public Health~~ Department and shall contain, but not be limited to, the following information:

- A. The name, ~~home and billing/mailling~~ address ~~and date of birth~~ of the entity requesting the privilege of operating said business/conducting the activity.

- B. The ~~trade establishment~~ name and address ~~of the establishment~~.

- ~~C. Whether the applicant is a person, corporation or partnership.~~

~~(1) If the applicant is a corporation, the application shall contain the registered agent's name, home address and date of birth.~~

~~(2) If the applicant is a partnership, the applicant shall include the names, home addresses and dates of birth of the partners.~~

- ~~D. The mailing address of the legal licensee.~~

~~E.C.~~ The signature of ~~all applicants and their~~ legal licensee or agents to confirm that all information on the application is correct and to acknowledge that any change in the information on the application shall be reported to the Health Officer within 14 days of the change.

### **§ 319-10. License issuance.**

- A. The Health Officer shall issue a license to the applicant only after compliance with the requirements of this article and upon payment to the ~~Public Health~~ Department of all required fees. The Department's decision to grant or withhold a license shall not exceed 30 calendar days. The decision to withhold shall accompany written inspection or

documentation of justification or cause.

B. No license may be issued until all applicable fees have been paid.

### § 319-11. License period.

The license period for licenses issued per the DSPS and DATCP contract shall be from July 1 through the following June 30. Those licenses initially issued during the period beginning on April 1 and ending on June 30 expire on June 30 of the following

year, ~~except temporary and mobile food licenses~~. Licenses are not transferable between persons, entities, or any combination thereof.

### § 319-12. Fees.

In addition to the permit fees, the licensee shall pay any DSPS and DATCP administrative fee, the amount of which is on file with the Department, ~~as well as the fee on the schedule~~.

A. Fees. The fees for the inspections and licenses issued pursuant to this section shall be as set by the Common Council and provided under separate fee schedule.

A.B. Non-proration of fees. Permit fees and other applicable fees are not prorated for the fiscal year and must be paid in full at any time.

B.C. ~~Preinspection~~Pre-inspections and their associated fees. ~~Preinspection~~Pre-inspections are required to be conducted for establishments within the scope of ~~Ch. 254, Subchapter VII, Wis. Stats., and Wis. Admin. Code Stat. Ch. ATP-7597, Wis. Adm. Code and Wis. Admin. Code Ch. SPS 221, Wis. Adm. Code~~.

C.D. Late fees. Late fees are assessed to ~~all § 254.69, Wis. Stats.,~~ establishment licensees for payment after July 1, provided under separate fee schedule.

D.E. ~~Reinspection~~Re-inspection fees. In the event that the ~~Watertown Public Health~~ Department observes violations during the course of its inspections, the Department shall charge the party in violation a fee as set forth for each ~~reinspectionre-inspection~~ necessary to confirm that the original violations have been remedied, as determined by DATCP Re-inspection Criteria Policy.

E.F. No certified ~~food protection manageroperator~~ fee. If facility owners do not obtain a certified food protection manager certificate ~~issued by State of Wisconsin~~ within 90 days, facility owners will be assessed a charge of \$150.

### § 319-13. Display of license.

All licensees shall post their license in plain public view on the premises for which the license is issued. It shall be posted for the duration that the license is in force.

### § 319-14. Inspection.

Authorized employees of the ~~Public Health~~ Department, upon presenting proper identification, shall have the authority and duty to enter any licensed premises during regular business hours to inspect the same, with respect to a business open at least 40 hours per week. In the absence of regular business hours, inspections shall be made at any reasonable hour. In the event of an emergency, an inspection may be made at any time.

### § 319-15. Denial, suspension or revocation of license.

The Health Officer ~~or designee~~ may deny any license application or suspend or revoke any license issued under this article for noncompliance with this article or any other state or county law. The following procedure shall be followed in the denial, suspension or revocation of any

license issued under this article:

- A. A decision by the Health Officer to deny, suspend or revoke a license shall be in writing and shall state, with specificity, the reasons for the Health Officer's decision and shall state any and all applicable statutes, ordinances, rules, regulations, or orders which may have been violated. The Health Officer shall send to the licensee a copy of the written decision by mail or by personal service. Said notice shall inform the licensee or applicant of the right to have this decision reviewed and the procedure for such review.
- B. A licensee or applicant aggrieved by a decision of the Health Officer to deny, suspend or revoke a license must send a written request for review and reconsideration to the Health Officer within 10 working days of receipt of the notice of the Health Officer's decision. The request for review and reconsideration shall state the grounds upon which the person aggrieved contends that the decision should be reversed or modified.
- C. Within 10 working days of receipt of the request for review and reconsideration, the Health Officer shall review ~~their~~<sup>his</sup> initial determination. The Health Officer may affirm, reverse, or modify the initial determination. The Health Officer shall mail or deliver to the licensee or applicant a copy of the Officer's decision on review and shall state the reasons for such decision. The decision shall advise the licensee or applicant of the right to appeal the decision, the time within which appeal shall be taken, and the office or person with whom notice of appeal shall be filed.
- D. A licensee or applicant who wishes to appeal a decision made by the Health Officer on review must file a notice of appeal within 10 days of receipt of the Health Officer's decision on review. The notice of appeal shall be filed or mailed to the Health Officer. The Health Officer shall immediately file said notice with the City of Watertown Board of Health.
- E. A licensee or applicant shall be provided a hearing on appeal within 30 days of receipt of the notice of appeal. The Health Officer shall serve the licensee or applicant with notice of hearing by mail or personal service at least five days before the hearing.
- F. The hearing shall be conducted before the City of Watertown Board of Health and shall be conducted in accordance with the procedures outlined in § 68.11(2) and (3), Wis. Stats.
- G. Within 15 days of the hearing, the City of Watertown Board of Health shall mail or deliver to the applicant its written determination, stating the reasons therefor.
- H. Operating without a license. Any person who shall operate without a license as required above shall be subject to a forfeiture in the amount of \$500. Ongoing violations of operating without a license may be subject to forfeitures in the amount of \$500 for each day in which the person continues to operate without a license.
- I. Voided permit for failure to pay fees. If an applicant or owner fails to pay all applicable fees, late fees and processing charges within 15 days after the applicant or owner receives notice of an insufficiency or within 45 days after the expiration of the permit, whichever occurs first, the permit is void. An owner whose permit is voided under this subsection may appeal the decision.

#### **§ 319-16. Temporary orders.**

Whenever, as a result of an inspection conducted pursuant to this article, the Health Officer ~~or his/her designated agent~~ has reasonable cause to believe that any examined food constitutes, or that any construction, sanitary condition, operation or method of operation of the premises or equipment used on the premises creates, an immediate danger to the health of the public, the Health Officer may proceed as stated in [Wis. Stats. § 66.0417](#) or ~~254.85~~ [§ 97.65](#).



~~Wis. Stats.~~, to issue a temporary order to prohibit the sale or movement of food for any purpose, prohibit the continued operation or method of operation of equipment, or require the premises to cease any other operation or method of operation which creates an immediate danger to public health. ~~Section Wis. Stat. § 66.0417, Wis. Stats.~~, is incorporated herein by reference and made a part of this article as if fully set forth herein.

### § 319-17. Construction or alteration of licensable food service establishments.

- A. Except as provided in Subsection B, no person shall erect, construct, enlarge or alter a food establishment without first submitting to the Health Officer plans (drawings) which clearly show and describe the amount and character of the work proposed and without first receiving ~~Public Health~~ Department approval of the submitted plans. Such plans shall include expected menu, floor plan, equipment plan and specifications, plumbing layout, wall, floor and ceiling finishes, and plans and specifications for food service kitchen ventilation. Submitted plans shall give all information necessary to show compliance with applicable health codes. Submitted plans shall be retained by the ~~Public Health~~ Department. Plan submittal to the ~~City of Watertown~~ Health Officer is in addition to any plan submittal requirement of the City of Watertown Building Inspector.
- B. At the option of the Health Officer, plans need not be submitted to execute minor alterations. Minor alterations include, but are not limited to, the replacement of existing equipment, the replacement of existing floor, wall, or ceiling coverings or other cosmetic or decorating activity.
- C. Any plans approved by the ~~Public Health~~ Department shall not be changed or modified unless the Health Officer has reviewed and approved the modifications or changes. Final approved plans will be kept in perpetuity as part of the legal file for the establishment.
- D. A ~~preinspection~~pre-inspection fee shall be charged for any remodeling projects that exceed the definition of "minor alterations" set forth in Subsection B, examples of which shall include, but shall not be limited to, circumstances in which the entire facility is closed for remodeling, circumstances in which a section of the facility is closed for significant remodeling, and circumstances in which new additions are added to the facility even though the original facility remains open for business.

### § 319-18. Alcohol beverages.

No applicant may obtain a "Class B" license or permit or a "Class C" license or permit under ~~Wis. Stat. § 125.68(5), Wis. Stats.~~, unless the premises complies with the rules promulgated by the ~~by the Department of Agriculture, Trade and Consumer Protection governing sanitation in restaurants. Department of Health Services governing sanitation in restaurants.~~

### § 319-19. ~~Restaurants/meal food service.~~Retail food establishment – serving meals

#### ~~A.~~—Requirements:

- ~~(1) A.~~ Except as provided in Subsection A(2), ~~n~~No person, party, firm or corporation shall operate a ~~restaurant~~retail food establishment – serving meals, temporary transient or mobile retail food establishment – serving meals restaurant or mobile restaurant, as defined in ~~Ch. DHS 196 Wis. Admin. Code Ch. ATPC 75, Wis. Adm. Code,~~ without first obtaining a license therefor from the ~~City of Watertown Public Health Department~~Department, nor shall any person, party, firm or corporation operate contrary to the terms and conditions of this article or ~~Wis. Admin. Code Ch. ATPC 75, Wis. Adm. Code,~~ which is incorporated herein by reference and made part of this article as if fully set forth herein.

~~(2) No license is required for the following:~~

~~(a) Churches, religious, fraternal, youth or patriotic organizations such as VFW,~~

~~American Legion, or other like organizations, service clubs or civic organizations which occasionally prepare, serve or sell meals to the general public. The term "occasional" means not more than three days during any twelve-month period.~~

- ~~(b) Taverns that serve free lunches of popcorn, cheese, crackers, pretzels, cold sausage, cured fish or bread and butter.~~
- ~~(c) Any public or private school lunchroom for which food service is directly provided by the school. The Department shall charge a fee for inspection services to school lunchrooms required to be inspected under federal or state law.~~
- ~~(d) A private individual selling food from a moveable or temporary stand at a public farm sale.~~
- ~~(e) A concession stand at a locally sponsored sporting event, such as a little league game.~~

~~B. Fees. In addition to the following City fees, the licensee shall pay any DHS and DATCP administrative fee, the amount of which is on file with the Department. Fees pursuant to this section shall be as set by the Common Council and provided under separate fee schedule (not including the state administrative fee above).~~

~~C. Administration and enforcement. In addition to the statutory and Administrative Code references and powers as indicated in § 319-7, the Health Officer/designee may issue temporary orders when the Department has reasonable cause to believe that any examined food constitutes, or that any construction, sanitary condition, operation or method of operation of the premises or equipment used on the premises creates, an immediate danger to public health or safety.~~

### **§ 319-20. Bed-and-breakfast establishments.**

A. Requirement. No person, party, firm or corporation shall operate a bed- and- breakfast establishment as defined in [Wis. Admin Code Ch. ATCP 73](#), ~~Wis. Adm. Code~~, for more than 10 nights in a year without first obtaining an annual license from the ~~City of Watertown Public Health Department~~~~Department~~, nor shall any person, party, firm or corporation operate contrary to the terms and conditions of this article or [Wis. Admin. Code Ch. ATCP 73](#), ~~and Wis. Stat. Ch. 97 provisions Wis. Adm. Code~~, which ~~is~~are incorporated herein by reference and made a part of this article as if fully set forth herein.

~~B. Zoning and construction standards. Prior to City of Watertown Public Health Department approvals, the applicant must submit written verification from the City of Watertown Building, Safety and Zoning Division of approval of this commercial business in the building and property considered for licensure as a bed and breakfast establishment. In addition, the applicant must provide the City of Watertown Public Health Department with written verifications that this property meets all applicable local and state fire and building codes from inspections of state and local building inspectors.~~

~~C. Fees for bed-and-breakfast licenses issued pursuant to this section shall be as set by the Common Council and provided under separate fee schedule.~~

~~D. In addition to the above fees, the licensee shall pay any DATCP administrative fee, the amount of which is on file with the City of Watertown Public Health Department.~~

### **§ 319-21. Hotels, motels and tourist rooming houses.**

A. Requirement. No person, party, firm or corporation shall operate a hotel, motel or tourist rooming house, as defined in [Wis. Admin. Code Ch. ATCP 72](#), ~~Wis. Adm. Code~~, without first obtaining an annual license therefor from the ~~City of Watertown Public Health~~

~~Department~~Department, nor shall any person, party, firm or corporation operate contrary to the terms and conditions of this article or Wis. Admin. Code Ch. ATCP 72, Wis. Adm. Code, and Ch. 254, Subch. VIIWis. Stat. Ch. 97, Wis. Stats., provisions which are incorporated herein by reference and made a part of this article as if fully set forth herein.

~~B. Fees. The fees for the licenses issued pursuant to this section shall be as set by the Common Council and provided under separate fee schedule.~~

### **§ 319-22. Campgrounds; recreational and education camps.**

A. ~~Requirements~~s. No person, party, firm or corporation shall operate a campground, recreational camp or educational camp, as defined in Wis. Admin. Code Ch. ATCP 78 or ATCP 79, Wis. Adm. Code, without first obtaining an annual license therefor from the ~~City of Watertown Public Health Department~~Department, nor shall any person, party, firm or corporation operate contrary to the terms and conditions of this article or Wis. Admin. Code Ch. ATCP 78 or ATCP 79, Wis. Adm. Code, and Wis. Stat. Ch. 254, Subch. VII97, Wis. Stats., provisions which are incorporated herein by reference and made a part of this article as fully set forth herein.

~~B. Fees. The fees for the licenses issued pursuant to this section shall be as set by the Common Council and provided under separate fee schedule.~~

### **§ 319-23. Public swimming pool. § 319-23      § 319-26**

A. ~~Requirements~~s. No person, party, firm or corporation shall operate a public swimming pool, as defined in Wis. Admin. Code Ch. ATCP 76 or SPS 390, Wis. Adm. Code, without first obtaining an annual license therefor from the ~~City of Watertown Public Health Department~~Department, nor shall any person, party, firm or corporation operate contrary to the terms and conditions of this article or Wis. Admin. Code Ch. ATCP 76 or SPS 390, Wis. Adm. Code, and Wis. Stat. Ch. 97254, Subch. VII, Wis. Stats., provisions which are incorporated herein by reference and made a part of this article as fully set forth herein.

~~B. Fees. The fees for the licenses issued pursuant to this section shall be as set by the Common Council and provided under separate fee schedule.~~

### **§ 319-24. School inspections.**

A. ~~Requirements~~s. All schools participating in the National School Lunch Program (NSLP) or School Breakfast Program (SBP) shall, at least twice during each school year, obtain a food safety inspection conducted by a state or local governmental agency responsible for food safety inspection.

~~B. Fees. The fees for the inspections conducted pursuant to this section shall be as set by the Common Council and provided under separate fee schedule.~~

### **§ 319-25. Retail food establishments – not serving meals.**

A. ~~Requirements~~s. No person, party, firm or corporation shall operate a retail food establishment not serving meals or transient or mobile retail food establishment – serving meals, as defined in Wis. Admin. Code Ch. ATCP 75, Wis. Adm. Code, and Wis. Stat. § 97.30, Wis. Stats., without first obtaining an annual license therefor from the ~~City of Watertown Public Health Department~~Department, nor shall any person, party, firm or corporation operate contrary to the terms and conditions of this article or Wis. Admin. Code Ch. ATCP 75, Wis. Adm. Code, or and Wis. Stat. Ch. 97 provisions Wis. Stat. § 97.30, Wis. Stats., which are incorporated herein by reference and made a part of this article as if

fully set forth herein.

~~B. License and inspection fees shall be as set by the Common Council and provided under separate fee schedule.~~

§ 319-26. Tattoo and body piercing licenses.

A. Adoption of code. The Tattooing and Body Piercing Code as promulgated by the Wisconsin ~~Department of Health Services~~Safety and Professional Services and codified in the ~~Wisconsin Administrative Code~~Wis. Admin. Code Ch., SPS 221, is adopted by reference and made a part of this article as far as it is applicable. A violation of Wis. Admin. Code Ch. SPS 221, Wis. Adm. Code, shall be a violation of this article.

~~B. Local license required. No person, firm or entity shall engage in or work at tattooing or body piercing, as defined as Wis. Admin. Code Ch. SPS 221, without being licensed as required in this article or Wis. Admin. Code Ch. SPS 221. Fee schedule. The operator of a tattoo establishment or body piercing establishment or a combined tattoo and body piercing establishment shall pay an annual license fee to the City of Watertown Public Health Department. See the current fees~~

~~schedule for fees pursuant to this section.~~

SECTION 2. All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed.

SECTION 3. This ordinance shall take effect and be in force the day after its passage and publication.

DATE:	Dec 6, 2022		Dec 22, 2022	
READING:	1ST		2ND	
	YES	NO	YES	NO
DAVIS				
LAMPE				
RUETTEN				
BARTZ				
LICHT				
SMITH				
SCHMID				
WETZEL				
ROMLEIN				
MAYOR MCFARLAND				
TOTAL				

ADOPTED December 22, 2022

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

APPROVED December 22, 2022

\_\_\_\_\_  
MAYOR

**RESOLUTION TO  
APPLY FOR CAPITAL GRANT FROM DEPARTMENT OF  
TRANSPORTATION FOR FLEET PURCHASES FOR  
SHARED-RIDE TAXI SERVICE**

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

**WHEREAS**, the City of Watertown began operation of a shared-ride taxi service beginning January 1, 1994; and,

**WHEREAS**, the fleet used for shared-ride taxi service is in need of updated vehicles; and,

**WHEREAS**, the application for Federal funding for such purposes must be made on or before December 09, 2022.

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

That the proper City officials be and are hereby authorized to apply for a capital grant for 2022 in the estimated amount of \$70,000 with the City’s share expected to be 20% for which the City will appropriate the level of funding necessary. The grant funds will be used to purchase one Non - ADA Mini-Van OR one ADA Mini-Van.

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

ADOPTED December 6, 2022

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

APPROVED December 6, 2022

\_\_\_\_\_  
MAYOR

**RESOLUTION TO  
APPLY FOR OPERATING GRANT FROM DEPARTMENT OF  
TRANSPORTATION FOR SHARED-RIDE TAXI SERVICE**

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

**WHEREAS**, the City of Watertown began operation of a shared-ride taxi service beginning January 1, 1994; and,

**WHEREAS**, it is necessary for the City of Watertown to submit a request for State and Federal funding in support of the shared-ride taxi service annually and such application is due by December 09, 2022; and,

**WHEREAS**, the City bid accepted proposals for a shared-ride taxi service provider in 2020 for the two-year period of January 1, 2021 through December 31, 2022 with three one-year options to follow and a resolution approving the contract for shared-ride taxi service was approved by the Common Council on December 1, 2020; and,

**WHEREAS**, Common Council approved the 2023 Exercise of Options Year Three agreement for a shared-ride taxi service with Passenger Transit Inc. on October 18, 2022.

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

That the proper City officials be and are hereby authorized to apply for an operating assistance grant through the Wisconsin Department of Transportation for year 2023 in an amount of \$934,973.00.

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

ADOPTED December 6, 2022

CITY CLERK

APPROVED December 6, 2022

MAYOR

**RESOLUTION**  
**ADOPTING A REVISED INTERGOVERNMENTAL AGREEMENT**  
**CONTINUING THE JEFFERSON COUNTY ECONOMIC**  
**DEVELOPMENT CONSORTIUM**

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

**WHEREAS**, the City of Watertown Common Council believes economic development will serve the best long-term interests of Watertown residents and Jefferson County residents; and

**WHEREAS**, the City of Watertown Common Council believes a comprehensive, well-conceived and full-developed plan for economic development will enable Jefferson County to promote and encourage proactive, environmentally sound, socially responsible and sustainable economic growth throughout Jefferson County; and,

**WHEREAS**, the City of Watertown has witnessed the benefits that a coordinated economic development program can bring to Jefferson County, including, but not limited to increased visibility, networking relationships, grants-in-aid, development of a technology zone, small business development, commercial and manufacturing retention, a repository for information; and,

**WHEREAS**, the City of Watertown Common Council recognizes the development, facilitation, coordination, promotion, advancement and administration of a well-integrated, responsive and responsible economic development plan for Jefferson County requires dedicated, energetic, professional leadership; and,

**WHEREAS**, the Cities of Fort Atkinson, Jefferson, Lake Mills, Waterloo, Watertown, and Whitewater and the Villages of Johnson Creek, Cambridge, and Palmyra have indicated an interest and desire to join with Jefferson County in a cooperative effort to form an economic development entity; and,

**WHEREAS**, the City of Watertown Common Council desires to partner with Jefferson County and other Jefferson County municipalities in the formation of an economic development consortium that will serve the best interests of all Jefferson County.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF WATERTOWN, WISCONSIN** that the City of Watertown Common Council hereby approves and adopts the proposed Intergovernmental Agreement Continuing the Jefferson County Economic Development Consortium.

**BE IT FURTHER RESOLVED**, that said funds be paid out of Account # 01-51-31-50.

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

ADOPTED \_\_\_\_\_

\_\_\_\_\_

CITY CLERK

APPROVED \_\_\_\_\_

\_\_\_\_\_

MAYOR



INTERGOVERNMENTAL AGREEMENT  
CONTINUING THE  
JEFFERSON COUNTY ECONOMIC DEVELOPMENT CONSORTIUM

Revised 09-22-2022

---

ARTICLE I. PURPOSE

The purpose of the Jefferson County Economic Development Consortium (JCEDC) is to foster and encourage responsible community and economic development activities that result in job creation, retention, increased tax base and an improved sustainability and quality of life for the citizens of Jefferson County. The JCEDC will work closely with ThriveED and other mission driven entities to develop prosperous communities within the greater Jefferson County Region.

The Glacial Heritage Development Partnership d/b/a ThriveED is a 501(c)(3) public/private partnership to support community and economic development activities in the region.

ARTICLE II. STATUTORY AUTHORITY

The JCEDC shall be a public intergovernmental enterprise organized under the authority of § 66.0301, Wis. Stats., and as the same may be amended from time to time.

ARTICLE III. MEMBERSHIP

The JCEDC shall be composed of the towns, villages, cities and county governments of Jefferson County, Wisconsin (municipalities) that choose to adopt this agreement and thereby enter into membership. The current membership consists of Jefferson County, the cities of Fort Atkinson, Jefferson, Lake Mills, Waterloo, Watertown, and Whitewater and the Villages of Johnson Creek, Cambridge, and Palmyra. Other municipalities may be added to the membership upon agreement to the terms and conditions of the intergovernmental agreement. Quasi-governmental bodies such Redevelopment Authorities and Housing Authorities may also affiliate with the organization.

ARTICLE IV. JCEDC BOARD OF DIRECTORS

- 4.1 The Board of Directors (JCEDC Board) shall provide the overall policy direction of the JCEDC. This will include but is not limited to budget development, strategic plan, annual plan of work and performance metrics. The development and oversight of the strategic plan, plan of work and metrics will be coordinated and aligned with ThriveED.
- 4.2 The Board’s membership shall be determined by reference to Section 4.4. The Board shall consist of three Jefferson County representatives and one member appointed by each participating municipality.
- 4.3 The terms of the JCEDC Board members shall begin on May 1 of each year.
- 4.4 Members of the JCEDC Board shall be appointed as follows:
  - a. The three Jefferson County representatives shall be appointed by the County Board chairperson and confirmed by majority vote of the County Board in accordance with the Jefferson County Board Rules.

- b. Each member municipality shall appoint one representative by their governing body. Note: The JCEDC Board members are appointed by the municipalities or the county they represent, the JCEDC Board cannot determine this. Official appointments will be on file with the JCEDC office from the appointing authority. The municipality may appoint an alternative appointment to serve if the primary appointee is not available.
- 4.5 The JCEDC Board may invite various organizations and/or individuals from professional areas to join as advisory, non-voting members.
- 4.6 The JCEDC Board may, by resolution adopted by a majority of the total JCEDC Board, create such committees for such purposes and with such authority as the resolution may provide, and appoint such members of the JCEDC Board or others to serve on said committees.
- 4.7 The JCEDC Board will have the same roles, responsibilities and rights as other County Committees to include recommending legislation to the County Board.

ARTICLE V. MEETINGS

- 5.1 The JCEDC Board will establish and publish a regular meeting schedule.
- 5.2 All meetings of the JCEDC Board will be properly noticed according to law.
- 5.3 Special meetings of the JCEDC Board may be called at the request of the Chairperson, Vice Chair or any two board members. The place of the meeting will be at the principal office of the JCEDC, unless otherwise agreed upon by the Chairperson and Vice Chair.
- 5.4 A majority of the total-voting members of the JCEDC Board shall constitute a quorum for the transaction of business at any meeting. A member shall be present to vote. Present is defined to include remote attendance as authorized by the Jefferson County Board Rules.
- 5.5 The chairperson, and in his/her absence, the vice-chairperson, and in their absence, any board member chosen by a majority of the members present, shall call the meeting of the JCEDC Board to order and shall act as chairperson of the meeting.
- 5.6 JCEDC will hold at minimum one annual joint board meeting with ThriveED to collaborate and review goals and objectives of the consolidated strategic plan and plan of work.

ARTICLE VI. ANNUAL MEETING

- 6.1 The Annual Meeting of the JCEDC Board shall be held in May of each year on a date, time and place to be determined by the JCEDC Board.
- 6.2 At its annual meeting, the JCEDC Board shall elect a chairperson and vice-chairperson.
- 6.3 The JCEDC Board shall establish the duties of the chairperson and vice-chairperson.

ARTICLE VII. EXECUTIVE COMMITTEE MEMBERSHIP

The chairperson and vice-chairperson of JCEDC, the chairperson and vice-chairperson of ThriveED, and the Jefferson County Administrator (County Administrator) shall serve on the Executive Committee.

ARTICLE VIII. STAFF

- 8.1 Jefferson County shall employ all JCEDC staff.
- 8.2 Day to day operational supervision of JCEDC staff shall rest with Jefferson County.
- 8.3 Jefferson County Human Resource practices and policies shall be applicable in all respects to employment of staff, except the hiring procedure for the director. JCEDC staff will be supervised by the Executive Director and the Executive Director will be supervised by the County Administrator. The Executive Director will be considered a Department Head level position within the County’s organizational structure. The County Administrator will consult with the Executive Committee in development of the annual evaluation of the Executive Director.
- 8.4 If there is a vacancy of the Executive Director, the County will advertise and recruit for the director’s position in consultation with the Executive Committee as to the best method for recruitment. Thereafter, the JCEDC Board will screen the applicants and select participants in the interview process with the Jefferson County Administrator. At the end of the interview process, the JCEDC Board will recommend up to five finalists. The Executive Committee shall conduct finalist interviews. Appointment of a finalist by the County Administrator shall be subject to County Board confirmation per Wis Statute 59.18 (2)(b).
- 8.5 JCEDC staff will attend municipal meetings to provide updates and information upon request of the municipalities. The Executive Director will provide an annual report to the Jefferson County Board of Supervisors. The annual report will be made available to all municipalities.

ARTICLE IX. FINANCES

- 9.1 The JCEDC Board shall prepare an annual budget with the assistance of staff. Jefferson County’s policies and procedures shall apply for meals, lodging, mileage, travel and other reimbursable expenses.
- 9.2 The JCEDC Board will present its proposed budget in a timely manner to all member municipalities and Jefferson County before it is adopted by the JCEDC Board.
- 9.3 Funding for the fiscal years will be established as \$1.50 per county resident payable from Jefferson County, plus \$1.50 per municipal resident payable from each participating municipality. The population number used to calculate contributions will be collected through the Wisconsin Department of Administration.
- 9.4 The JCEDC shall not be limited to public funding from its member municipalities and Jefferson County. The JCEDC Board may authorize staff to pursue additional revenue through program revenue, contracts for service, and public and/or private gifts and grants.
- 9.5 Jefferson County shall act as the fiscal agent for the JCEDC.
- 9.6 Each municipality and county shall be responsible in the proportion of its contribution to the

consortium as a whole for any other cost of the consortium not specifically set forth herein, including but not limited to employment costs incurred by Jefferson County as a result of unemployment compensation to staff upon termination of the consortium.

- 9.7 All funds due from a municipality shall be paid to the County by a member municipality by January 31 of the year for which such funds are budgeted. The County shall hold all funds for the benefit of JCEDC in a separate account. Unspent funds in said account shall not lapse to the general fund but shall be carried over to the next fiscal year or otherwise distributed as set forth herein.

ARTICLE X. GENERAL POWERS AND TYPE OF SERVICES

- 10.1 The JCEDC Board may recommend action to the County with regard to direction of staff, contracts or general program purposes.
- 10.2 The JCEDC Board shall not borrow money or authorize the borrowing of any funds on behalf of the JCEDC. The JCEDC Board may, however, enter into contracts in the ordinary course of its business and in pursuit of its stated goals and purpose. Examples of its permitted contracting powers would be equipment leases or equipment purchases. Under no circumstance shall the JCEDC Board enter into contracts that cause it to exceed its annual budget.
- 10.3 Under the policy oversight of the JCEDC Board, the staff of JCEDC will develop a plan of work that aligns with the strategic plan in the furtherance of community development and economic development. Staff will further accomplish this task by working on a regional basis with partners in all sectors, coordination with the state as required and with local municipalities based on their needs within the framework of the plan of work.

ARTICLE XI. SEVERABILITY

If any section, paragraph, sentence, clause, phrase or any part of this agreement, including amendments, is declared to be unconstitutional or void, or if for any reason is declared to be invalid or of no effect, the remaining sections, paragraphs, sentences, clauses, phrases or parts thereof shall be in no manner affected thereby, but shall remain in full force and effect.

ARTICLE XII. AMENDMENTS

All or any portion of this agreement may be amended by a resolution passed by the affirmative vote of at least 2/3 of the total JCEDC Board membership.

ARTICLE XIII. DISSOLUTION & WITHDRAWAL

- 13.1 Written notice of withdrawal shall be submitted a minimum of 6 months prior to the effective date of withdrawal.
- 13.2 Any member withdrawing from the consortium is responsible for obligations incurred during the period it was a member.
- 13.3 The consortium may be dissolved by an affirmative vote of at least two-third (2/3) of the member municipalities and two-third (2/3) of the Jefferson County board establishing a date

of dissolution, which shall be at least one year after the date of the affirmative vote.

- 13.4 In the event of dissolution, any assets remaining after payment of all obligations shall be distributed among existing members in proportion to their contributions, as determined by the JCEDC Board. In the event obligations exceed assets, members shall pay pro rata such sums as may be necessary to retire the obligation.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

City of Watertown

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

\_\_\_\_\_

(Print Name)

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Jefferson County Economic Development Consortium

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

\_\_\_\_\_

(Print Name)

**RESOLUTION TO  
REPAIR AQUATIC CENTER SLIDES AND PLATFORMS**

**SPONSOR: ALDERPERSON LICHT  
FROM: PARKS, RECREATION, AND FORESTRY COMMISSION**

**WHEREAS**, the following quote was received by the Parks, Recreation, and Forestry Department to restore damage, aging and rust-outs on slide platforms, interior and exterior of the slides, update handrails, and toddler slide at the Watertown Aquatic Center; and,

**WHEREAS**, the department would like to accept this quote as Fischer Bros. is the only slide restoration company in Wisconsin and the only slide restoration company that was willing to make a site visit to assess damages; and,

**WHEREAS**, the quote from Fischer Bros. for \$137,562 was chosen. They are requesting a 35% deposit down of \$48,146.70 to initiate work in 2022.

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

That the proper City Officials be and are hereby authorized to start restoration of the Watertown Aquatic Center slides, platforms, and handrails when the 2023 budget is approved by contracting with Fischer Bros. and providing a down payment of \$48,146.70, posted to Prepaid Expenses (05-16-22-00).

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

ADOPTED December 6, 2022

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

APPROVED December 6, 2022

\_\_\_\_\_  
MAYOR

**RESOLUTION TO  
AMEND CITY OF WATERTOWN GENERAL FUND BUDGET  
2022**

Section 11, Item E.

**SPONSOR: ALDERPERSON LICHT  
FROM: PARKS, RECREATION, & FORESTRY**

**WHEREAS**, the City of Watertown budgeted \$38,000.00 for the purchase of a new ¾ ton pickup truck for the Park Department; and,

**WHEREAS**, the City obtained three quotes for the pickup truck which ranged from \$42,173.00 to \$51,030.00; and,

**WHEREAS**, the City wishes to select the lowest quote which meets its needs for the pickup truck which was from Ewald Automotive Group for \$42,173.00; and,

**WHEREAS**, Funds are available within the Parks, Recreation, & Forestry budget to reallocate funds for its needs; and,

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

That the proper City Officials be and are hereby authorized to enter into a purchase agreement for the 2022 pickup truck from Ewald Automotive Group for \$42,173, to be funded \$38,000 from Parks – Capital Projects [05-55-41-70] and \$4,173 from Parks Capital Outlay [01-55-41-60], and that the 2022 budget be amended as detailed below to allow this purchase.

That the 2022 City of Watertown Budget be amended as detailed below:

	Amount		Acct #	Acct Description
From:	\$ 4,173.00		01-55-41-42	Parks – Equipment Repairs
		\$ 4,173.00		
Total FR:		\$ 4,173.00		
To:	\$ 4,173.00		01-55-41-60	Park – Capital Outlay
		\$ 4,173.00		
Total TO:		\$ 4,173.00		



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

ADOPTED December 6, 2022

\_\_\_\_\_

CITY CLERK

APPROVED December 6, 2022

\_\_\_\_\_

MAYOR

**RESOLUTION TO  
APPROVE AWARD FOR ADDITIONAL VACATION TIME FOR 2023  
FOR ALL CURRENT EMPLOYEES  
STARTING PRIOR TO JANUARY 1, 2022**

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

**WHEREAS**, the City adopted the current City of Watertown Employee Handbook of Policies and Procedures on July 6, 2021 with the most recent amendment occurring on December 6, 2022; and,

**WHEREAS**, on January 1, 2022, the annualized vacation change took effect awarding both exempt and non-exempt employees with a full 2022 vacation award for their services in 2022; and,

**WHEREAS**, in adjusting the City to an annualized vacation policy, the need for parameters regarding the consistent application of a vacation policy transition became apparent due to employee concerns; and

**WHEREAS**, the Finance Committee has reviewed the proposed awards and has recommended adoption of such.

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

That all employees employed as of January 1, 2023 who started with the City prior to January 1, 2022 are to be awarded vacation hours representing vacation they would have earned from their anniversary date of 2021 to December 31, 2021. The vacation award provided by this Resolution shall be effective on January 1, 2023 and must be used within the 2023 calendar year.

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

ADOPTED December 6, 2022

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

APPROVED December 6, 2022

\_\_\_\_\_  
MAYOR

**RESOLUTION TO  
AMEND THE CITY OF WATERTOWN EMPLOYEE HANDBOOK  
RELATED TO VACATION AND FINAL PAY**

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

**WHEREAS**, the City adopted the current City of Watertown Employee Handbook of Policies and Procedures on July 6, 2021 with the most recent amendment occurring on September 20, 2022; and,

**WHEREAS**, the City staff in order to create efficiencies in processes used, amend the handbook to reflect the following; and,

**WHEREAS**, the Finance Committee has reviewed the proposed policy changes and has recommended adoption of such as shown on the attached Exhibit A.

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

That the Human Resources Department is authorized to make the attached changes to the City of Watertown Employee Handbook of Policies and Procedures and inform employees of such changes.

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

ADOPTED December 6, 2022

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

APPROVED December 6, 2022

\_\_\_\_\_  
MAYOR

## B. VACATION

Full-time and eligible part-time ~~employees~~Employees, except employees in the Fire Department who work on a platoon basis, shall earn vacation days in accordance with their continuous service with the City. At the time of hiring, employees shall receive credit for the number of years of applicable service with their previous employer(s) as verified by the Wisconsin Retirement System, other public pension systems, or private employers. Human Resources shall determine what employment counts as verifiable service under this policy. Employees will be allotted a prorated amount of vacation days based on their classification as exempt or non-exempt and on the number of weeks worked from their date of hire through December 31<sup>st</sup>.

On January 1 of each year all employees will be allotted the annual amount of vacation days based on their classification as exempt or non-exempt. At the time an employee separates from the City, whether voluntary or involuntary, the employee's unearned vacation will be reduced from their allotted vacation account. Unearned vacation will be based on the number of weeks between the employee's separation date and December 31<sup>st</sup> of that year.

Vacation schedules, including the number of employees able to be on vacation at the same time; ~~and~~ when any employee shall be allowed to take a vacation; and the use of any unearned vacation time shall be established and approved by the department head or his or her representative. Vacations must be taken in segments as authorized by the department head.

If vacation is not used within the year it is earned, it may be carried over into the following year. Full-time and eligible part-time employees may carry over up to five (5) days of vacation leave per calendar year. All vacation carried over must be used by March 31st of the following year. A request for vacation carryover form must be provided to the department head by December 1st every year. Any remaining vacation time in excess of five (5) days will be forfeited, absent express written approval of the Mayor for good cause. In the case of department heads, approval is given by the Mayor.

~~Effective October 19, 2021-December 31-2022 WHEREAS, the Common Council, in order to assist City staff to change to an annualized vacation schedule, suspends the employee handbook policy related to vacation carryover for 2021-2022 as follows: The carry over limit of five (5) days of vacation leave for the year 2022 only, shall be waived.~~

Any employee who ~~terminates~~separates employment for any reason will be entitled to pay for all unused, earned vacation from January 1 to the date of termination. Refer to Final Pay section. Vacation shall not accrue during any period of unpaid leave except in the cases of military leave. Any employee who separates employment for any reason and who has used unearned vacation time will reimburse the City for the unearned vacation time previously paid by the City.

Upon a promotion from a non-exempt to an exempt position, the employee ~~with~~will be credited ~~vacation hours~~experience to the maximum number of hours for their verified years of service.

### GeneralFull-time, Non-Exempt Employees

~~\*Effective January 1st 2023: Non-exempt employees hired from outside the City of Watertown shall receive credit for the number of years of applicable service with their previous employer(s) as verified by the Wisconsin Retirement System, other public pension systems, or private employer.~~

Non-exempt employees regularly working forty (40) hours per week shall ~~be entitled to receive~~ annual vacation allotments based on continuous years of service as follows:

~~During the first year of employment, employees will accrue a prorated amount of the standard allowance based on the number of weeks worked from their date of hire through December 31.~~

During 1-2 years of service 10 days

During the 3-4 years of service 12 days

During the 5-6 years of service 13 days

During the 7-9 years of service 15 days

During the 10-11 years of service 17 days

During the 12-13 years of service 18 days

During the 14-16 years of service 20 days

During the 17-18 years of service 22 days

During the 19-20 years of service 23 days

During the 21+ years of service 25 days

#### Part-time, Non-Exempt Employees

Regular part-time employees working at least twenty (20) hours or more per week shall earn a prorated amount of paid vacation in accordance with the schedule provided above for full-time employees.

Employees that work thirty (30) hours or more, but less than forty (40) hours will earn vacation at the rate of 75% of the full-time vacation allowance. Employees that work twenty (20) hours or more, but less than thirty (30) hours will earn vacation at the rate of 50% of the full-time vacation allowance.

Employees that work less than twenty (20) hours will not be eligible for vacation allowance.

#### Salaried, Exempt Employees

Exempt employees regularly working at least forty (40) hours per week shall receive annual vacation allotments based on continuous years of service as follows:

During the first 8 years of service 15 days

During the 9-15 years of service 20 days

During the 16+ years of service 25 days

#### Fire Department Battalion Chiefs and Police Sergeants

Fire Department employees working on a platoon basis, whether or not represented by a collecting bargaining unit, and Police Sergeants shall be entitled to annual vacations amounts based on years of service as identified in the contracts of the representative employees of their respective departments.

Dispatch/Communications Center

All personnel in the Dispatch/Communications Center shall be entitled to vacation time as listed for ~~General, Full-Time,~~ Non-Exempt Employees. However, the days of vacation shall be based on a workday of 8.25 hours.

~~Salaried/Exempt Employees~~

~~Exempt employees hired from outside the City of Watertown shall receive credit for the number of years of public service with their previous employer(s) as verified by the Wisconsin Retirement System, or other public pension systems, or private employer. Exempt employees shall be entitled to annual vacations based on the combination of previous verified service and continuous service to the City of Watertown. During the first year of employment, employees will accrue a prorated amount of the standard allowance based on the number of weeks worked from their date of hire through December 31.~~

~~During the first 8 years of service 15 days~~

~~Years 9-15 of service 20 days~~

~~After 16 years of service 25 days~~

~~Human Resources shall determine what employment counts as verifiable service under this policy. For employees with previous verified service outside the City of Watertown, the employee earns additional vacation as provided herein on January 1 in the next full calendar year.~~

~~Regular Part-Time Employees~~

~~Regular part time employees working at least twenty (20) hours or more per week shall earn a prorated amount of paid vacation in accordance with the schedule provided above for full-time employees. Employees that work thirty (30) hours or more, but less than forty (40) hours will earn vacation at the rate of 75% of the full time vacation allowance. Employees that work twenty (20) hours or more, but less than thirty (30) hours will earn vacation at the rate of 50% of the full time vacation allowance. Employees that work less than twenty (20) hours will not be eligible for vacation allowance.~~

### Final Pay

An employee who resigns or is discharged will be paid through the last physical day of work, plus any unused comp time or prorated earned vacation time, less any other agreements the employee may have with the City, in compliance with state laws. This does not apply to promotions.

Benefit time such as ~~prorated~~ unused earned vacation or accumulated comp time cannot be used to extend the termination date. Used and unearned vacation time will be recouped by the City. Remaining earned benefit time, with the exception of sick leave, will be paid out on the employee's final pay date if the employee was employed for at least one year.

Termination for the purpose of retirement must be consistent with the terms set forth by the Department of Employee Trust Funds. In this instance, the employee may choose to extend the date of retirement from the last physical workday by using ~~accumulated and/or accrued~~ unused and earned benefit time, with the exception of sick leave. To be eligible to extend the date of retirement, an employee must have worked for the City for a minimum of five consecutive years in a regular part-time or full-time capacity and provide correspondence from ETF confirming the retirement date.

In cases of an employee's death, the final pay due to that employee will be paid to the deceased employee's estate or as otherwise required under state law.

**RESOLUTION TO  
ADJUST 2022 PAYROLL RESOLUTION TO ADD  
OPERATIONS MANAGER AT GRADE R**

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

**WHEREAS**, the City of Watertown Public Works Director/City Engineer recently had the three restructured Street and Solid Waste Division of the Public Works Department positions reviewed by Carlson Dettmann to determine what grade the new Operations Manager position should be set at; and,

**WHEREAS**, Carlson Dettmann set the grade for the new Operations Manager at Grade R; and,

**WHEREAS**, the new position needs to be established on the 2022 Payroll resolution; and,

**WHEREAS**, this has been brought before the Finance Committee and the Finance Committee approves this modification and makes recommendation to the Common Council to also approve the Operations Manager be shown under the City of Watertown Street and Solid Waste Division of the Public Works Department at a Grade R in the 2022 payroll resolution as the sponsoring division.

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

That the 2022 payroll resolution be amended to add the Operations Manager position be placed under the City of Watertown Street and Solid Waste Division of the Public Works Department as the sponsoring division and that the position is assigned a Grade R effective immediately.

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

ADOPTED December 6, 2022

\_\_\_\_\_  
CITY CLERK/TREASURER

APPROVED December 6, 2022

\_\_\_\_\_  
MAYOR



**RESOLUTION TO  
ADJUST 2022 PAYROLL RESOLUTION TO ADD  
ASSISTANT OPERATIONS MANAGER AT GRADE M**

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

**WHEREAS**, the City of Watertown Public Works Director/City Engineer recently had the three restructured Street and Solid Waste Division of the Public Works Department positions reviewed by Carlson Dettmann to determine what grade the new Assistant Operations Manager position should be set at; and,

**WHEREAS**, Carlson Dettmann set the grade for the new Assistant Operations Manager at Grade M; and,

**WHEREAS**, the new position needs to be established on the 2022 Payroll resolution; and,

**WHEREAS**, this has been brought before the Finance Committee and the Finance Committee approves this modification and makes recommendation to the Common Council to also approve the Assistant Operations Manager be shown under the City of Watertown Street and Solid Waste Division of the Public Works Department at a Grade M in the 2022 payroll resolution as the sponsoring division.

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

That the 2022 payroll resolution be amended to add the Assistant Operations Manager position be placed under the City of Watertown Street and Solid Waste Division of the Public Works Department as the sponsoring division and that the position is assigned a Grade M effective immediately.

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

ADOPTED December 6, 2022

\_\_\_\_\_  
CITY CLERK/TREASURER

APPROVED December 6, 2022

\_\_\_\_\_  
MAYOR

**RESOLUTION TO  
ADJUST 2022 PAYROLL RESOLUTION TO ADD  
WORKING FOREMAN AT GRADE J**

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

**WHEREAS**, the City of Watertown Public Works Director/City Engineer recently had the three restructured Street and Solid Waste Division of the Public Works Department positions reviewed by Carlson Dettmann to determine what grade the new Working Foreman position should be set at; and,

**WHEREAS**, Carlson Dettmann set the grade for the new Working Foreman at Grade J; and,

**WHEREAS**, the new position needs to be established on the 2022 Payroll resolution; and,

**WHEREAS**, this has been brought before the Finance Committee and the Finance Committee approves this modification and makes recommendation to the Common Council to also approve the Working Foreman be shown under the City of Watertown Street and Solid Waste Division of the Public Works Department at a Grade J in the 2022 payroll resolution as the sponsoring division.

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

That the 2022 payroll resolution be amended to add the Working Foreman position be placed under the City of Watertown Street and Solid Waste Division of the Public Works Department as the sponsoring division and that the position is assigned a Grade J effective immediately.

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

ADOPTED December 6, 2022

\_\_\_\_\_  
CITY CLERK/TREASURER

APPROVED December 6, 2022

\_\_\_\_\_  
MAYOR

**RESOLUTION TO  
APPROVE OFFER TO PURCHASE AND  
ACQUISITION OF 7.61 ACRES OF LAND  
PIN: 291-0815-0432-019 AND PIN: 291-0815-0544-003**

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

**WHEREAS**, the City has established and adopted a plan for the construction of a new Fire Station which includes the purchase of land for the Fire Station to be purchased in 2022; and,

**WHEREAS**, the Finance Department has authorized the negotiation of those terms, conditions and contingencies deemed most favorable and advancing of the City's best fiscal, legal and risk interests including but not limited to tendering an offer to purchase for a sum equal to Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) in furtherance of obtaining land for the Fire Station which would be able to timely respond to the City of Watertown; and,

**WHEREAS**, the City has located and negotiated the purchase price for a parcel of land which would permit the Fire Department to respond to more than 94% of the City within 8 minutes of an emergency call; and,

**WHEREAS**, it is necessary or appropriate to adopt this final measure to approve the signing of the attached offer to purchase and the expenditure of funds (drawn from Land Acquisition [01-58-11-48]) to accomplish the within described acquisition.

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

Section 1. That the Proper City Officials be and are hereby authorized to enter into the attached Vacant Land Offer to Purchase.

Section 2. That the Common Council of the City of Watertown hereby approves the expenditure of funds consistent with the foregoing recitals to acquire ownership of the within-described property with funding for said acquisition to be drawn from Land Acquisition [01-58-11-48].

Section 3. That the proper City Officials be and are hereby directed and authorized by way of this Resolution to accomplish the acquisition of the within-described property and further all other necessary actions in connection therewith consistent with the foregoing recitals and the City's best fiscal, legal and risk interests pursuant to the assessment of the City Officials.

Section 4. That this resolution shall be in full force and effect immediately upon its passage and adoption.

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

ADOPTED December 6, 2022

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

APPROVED December 6, 2022

\_\_\_\_\_  
MAYOR

**WB-13 VACANT LAND OFFER TO PURCHASE**

Page 1 of 5

1 **BROKER DRAFTING THIS OFFER ON** \_\_\_\_\_ **[DATE] IS (AGENT OF SELLER) (AGENT OF BUYER) (DUAL AGENT)** **[STRIKE TWO]**  
2 **[GENERAL PROVISIONS]** The Buyer, City of Watertown, a Wisconsin Municipal Corporation  
3 offers to purchase the Property known as **[Street Address]** 621 Bernard Street and 668 Johnson Street  
4 \_\_\_\_\_ in the City \_\_\_\_\_ of Watertown \_\_\_\_\_, County of Jefferson \_\_\_\_\_,  
5 Wisconsin. (Insert additional description, if any, at lines 179 - 187 or attach as an addendum, line 188), on the following terms:  
6 ■ **PURCHASE PRICE:** Two Hundred Twenty-Five Thousand \_\_\_\_\_ Dollars (\$ 225,000.00 )  
7 \_\_\_\_\_  
8 ■ **EARNEST MONEY** of \$ \_\_\_\_\_ accompanies this Offer and earnest money of \$ 5,000.00  
9 will be paid within 10 days of acceptance.  
10 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.  
11 ■ **ADDITIONAL ITEMS INCLUDED IN PURCHASE PRICE:** Seller shall include in the purchase price and transfer, free and clear of  
12 encumbrances, all fixtures, as defined at lines 15 - 18 and as may be on the Property on the date of this Offer, unless excluded at line 14,  
13 and the following additional items: None  
14 ■ **ITEMS NOT INCLUDED IN THE PURCHASE PRICE:** Seller's personal property  
15 A "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be treated as part  
16 of the real estate, including, without limitation, physically attached items not easily removable without damage to the Property, items  
17 specifically adapted to the Property, and items customarily treated as fixtures including but not limited to all: perennial crops; garden  
18 bulbs; plants; shrubs and trees. CAUTION: Annual crops are not included in the purchase price unless otherwise agreed at line 13.  
19 ■ **ZONING:** Seller represents that the Property is zoned \_\_\_\_\_  
20 **[ACCEPTANCE]** Acceptance occurs when all Buyers and Sellers have signed an identical copy of the Offer, including signatures on  
21 separate but identical copies of the Offer. CAUTION: *Deadlines in the Offer are commonly calculated from acceptance. Consider*  
22 *whether short term deadlines running from acceptance provide adequate time for both binding acceptance and performance.*  
23 **[BINDING ACCEPTANCE]** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or  
24 before December 9, 2022. CAUTION: *This Offer may be withdrawn prior to delivery of the accepted Offer.*  
25 **[DELIVERY OF DOCUMENTS AND WRITTEN NOTICES]** Unless otherwise stated in this Offer, delivery of documents and written notices  
26 to a Party shall be effective only when accomplished by one of the methods specified at lines 27 - 36.  
27 (1) By depositing the document or written notice postage or fees prepaid in the U.S. Mail or fees prepaid or charged to an account with  
28 a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery designated at lines 30 or 32 (if any),  
29 for delivery to the Party's delivery address at lines 31 or 33.  
30 Seller's recipient for delivery (optional): Nathan Peters  
31 Seller's delivery address: 600 East Main Street, Suite 200, Watertown, WI 53094-3827  
32 Buyer's recipient for delivery (optional): Attorney Steven T. Chesebro  
33 Buyer's delivery address: Office of City Attorney, City of Watertown, 106 Jones Street, PO Box 477, Watertown, WI 53094-0477  
34 (2) By giving the document or written notice personally to the Party or the Party's recipient for delivery if an individual is designated at lines 30 or 32.  
35 (3) By fax transmission of the document or written notice to the following telephone number:  
36 Buyer: ( \_\_\_\_\_ ) Seller: ( \_\_\_\_\_ )  
37 **[OCCUPANCY]** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer (lines  
38 179 - 187 or in an addendum per line 188). Occupancy shall be given subject to tenant's rights, if any. Caution: Consider an agreement  
39 which addresses responsibility for clearing the Property of personal property and debris, if applicable.  
40 **[LEASED PROPERTY]** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said  
41 lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **[STRIKE ONE]**  
42 lease(s), if any, are \_\_\_\_\_  
43 **[PLACE OF CLOSING]** This transaction is to be closed at the place designated by Buyer's mortgagee or \_\_\_\_\_  
44 \_\_\_\_\_ no later than December 16, 2022, unless another date or place is agreed to in writing.  
45 **[CLOSING PRORATIONS]** The following items shall be prorated at closing: real estate taxes, rents, private and municipal charges,  
46 property owner's association assessments, fuel and None  
47 \_\_\_\_\_. Any income, taxes or expenses shall accrue to Seller, and be prorated, through the day prior to closing.  
48 Net general real estate taxes shall be prorated based on (the net general real estate taxes for the current year, if known, otherwise on  
49 the net general real estate taxes for the preceding year) ( \_\_\_\_\_ )  
50 \_\_\_\_\_. **[STRIKE AND COMPLETE AS APPLICABLE]**  
51 CAUTION: *If proration on the basis of net general real estate taxes is not acceptable (for example, completed/pending*  
52 *reassessment, changing mill rate, lottery credits), insert estimated annual tax or other formula for proration.*  
53 **[PROPERTY CONDITION PROVISIONS]**  
54 ■ **PROPERTY CONDITION REPRESENTATIONS:** Seller represents to Buyer that as of the date of acceptance Seller has no notice  
55 or knowledge of conditions affecting the Property or transaction (see below) other than those identified in Seller's Real Estate Condition  
56 Report dated \_\_\_\_\_, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer  
57 by reference **[COMPLETE DATE OR STRIKE AS APPLICABLE]** and \_\_\_\_\_  
58 \_\_\_\_\_ **[INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT]**



59 A "condition affecting the Property or transaction" is defined as follows: [page 2 of 5, WB-13]

60 (a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property  
61 or the present use of the Property;

62 (b) completed or pending reassessment of the Property for property tax purposes;

63 (c) government agency or court order requiring repair, alteration or correction of any existing condition;

64 (d) any land division involving the subject Property, for which required state or local approvals had not been obtained;

65 (e) any portion of the Property being in a 100 year floodplain, a wetland or shoreland zoning area under local, state or federal laws;

66 (f) conditions constituting a significant health or safety hazard for occupants of Property;

67 (g) underground or aboveground storage tanks on the Property for storage of flammable or combustible liquids including but not limited to  
68 gasoline and heating oil which are currently or which were previously located on the Property; **NOTE: Wis. Adm. Code, Chapter**  
69 **Comm 10 contains registration and operation rules for such underground and aboveground storage tanks.**

70 (h) material violations of environmental laws or other laws or agreements regulating the use of the Property;

71 (i) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;

72 (j) any portion of the Property being subject to, or in violation of, a Farmland Preservation Agreement under a County Farmland Preservation  
73 Plan or enrolled in, or in violation of, a Forest Crop, Woodland Tax, Managed Forest, Conservation Reserve or comparable program;

74 (k) boundary disputes or material violation of fence laws (Wis. Stats. Chapter 90) which require the erection and maintenance of legal  
75 fences between adjoining properties where one or both of the properties is used and occupied for farming or grazing purposes;

76 (l) wells on the Property required to be abandoned under state regulations (Wis. Adm. Code NR 112.26) but which are not abandoned;

77 (m) cisterns or septic tanks on the Property which are currently not servicing the Property;

78 (n) subsoil conditions which would significantly increase the cost of the development proposed at lines 271-272, if any, including, but not limited  
79 to, subsurface foundations, organic or non-organic fill, dumpsites or containers on Property which contained or currently contain toxic or  
80 hazardous materials, high groundwater, soil conditions (e.g. low load bearing capacity) or excessive rocks or rock formations on the Property;

81 (o) a lack of legal vehicular access to the Property from public roads;

82 (p) prior reimbursement for corrective action costs under the Agricultural Chemical Cleanup Program; (Wis. Stats. §94.73.)

83 (q) other conditions or occurrences which would significantly increase the cost of the development proposed at lines 271 to 272 or  
84 reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.

85 ■ **PROPERTY DIMENSIONS AND SURVEYS:** Buyer acknowledges that any land dimensions, total square footage/acreage figures,  
86 or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of rounding or other  
87 reasons, unless verified by survey or other means. **CAUTION: Buyer should verify land dimensions, total square footage/acreage**  
88 **figures or allocation of acreage information if material to Buyer's decision to purchase.**

89 ■ **ISSUES RELATED TO PROPERTY DEVELOPMENT:** WARNING: If Buyer contemplates developing Property for a use other than the  
90 current use, there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and zoning  
91 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should  
92 be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special  
93 assessments, charges for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need  
94 to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies  
95 which allow Buyer to investigate certain of these issues can be found at lines 271 - 314 and Buyer may add contingencies as needed in  
96 addenda (see line 188). Buyer should review any plans for development or use changes to determine what issues should be addressed  
97 in these contingencies.

98 ■ **INSPECTIONS:** Seller agrees to allow Buyer's inspectors reasonable access to the Property upon reasonable notice if the inspections  
99 are reasonably necessary to satisfy the contingencies in this Offer. Buyer agrees to promptly provide copies of all such inspection  
100 reports to Seller, and to listing broker if Property is listed. Furthermore, Buyer agrees to promptly restore the Property to its original  
101 condition after Buyer's inspections are completed, unless otherwise agreed in this Offer. An "inspection" is defined as an observation  
102 of the Property which does not include testing of the Property, other than testing for leaking LP gas or natural gas used as a fuel source,  
103 which are hereby authorized.

104 ■ **TESTING:** Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.  
105 A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory  
106 or other analysis of these materials. If Buyer requires testing, testing contingencies must be specifically provided for at lines 179 - 187 or  
107 in an addendum per line 188. Note: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose  
108 of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of  
109 the contingency (e.g., Buyer's obligation to return the Property to its original condition). Seller acknowledges that certain inspections or tests  
110 may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

111 ■ **PRE-CLOSING INSPECTION:** At a reasonable time, pre-approved by Seller or Seller's agent, within 3 days before closing, Buyer shall  
112 have the right to inspect the Property to determine that there has been no significant change in the condition of the Property, except for  
113 changes approved by Buyer.

114 ■ **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Property until the earlier of closing or  
115 occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior  
116 to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair  
117 the Property and restore it to the same condition that it was on the day of this Offer. If the damage shall exceed such sum, Seller shall  
118 promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this  
119 Offer despite such damage, Buyer shall be entitled to the insurance proceeds relating to the damage to the Property, plus a credit towards  
120 the purchase price equal to the amount of Seller's deductible on such policy. However, if this sale is financed by a land contract or a  
121 mortgage to Seller, the insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

122 ■ **FENCES:** Wisconsin Statutes section 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal  
123 shares where one or both of the properties is used and occupied for farming or grazing purposes. **CAUTION: Consider an agreement**  
124 **addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.**

125 ■ **DELIVERY/RECEIPT:** Unless otherwise stated in this Offer, any signed document transmitted by facsimile machine (fax) shall be treated  
126 in all manner and respects as an original document and the signature of any Party upon a document transmitted by fax shall be considered  
127 an original signature. Personal delivery to, or actual receipt by, any named Buyer or Seller constitutes personal delivery to, or actual receipt  
128 by Buyer or Seller. Once received, a notice cannot be withdrawn by the Party delivering the notice without the consent of the Party receiving  
129 the notice. A Party may not unilaterally reinstate a contingency after a notice of a contingency waiver has been received by the other Party.  
130 **The delivery provisions in this Offer may be modified when appropriate (e.g., when mail delivery is not desirable (see lines 25 - 36)).**  
131 Buyer and Seller authorize the agents of Buyer and Seller to distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies  
132 and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA).



133 **PROPERTY ADDRESS:** 621 Bernard Street and 668 Johnson Street [page 3 of 5, WB-13]

134 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4)  
135 date of closing; (5) contingency deadlines **STRIKE AS APPLICABLE** and all other dates and deadlines in this Offer except: None

136  
137 applies to a date or deadline, failure to perform by the exact date or deadline is a breach of contract. If "Time is of the Essence" does  
138 not apply to a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.

139 **DATES AND DEADLINES** Deadlines expressed as a number of "days" from an event, such as acceptance, are calculated by excluding  
140 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines  
141 expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal  
142 law, and other day designated by the President such that the postal service does not receive registered mail or make regular deliveries  
143 on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are  
144 calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the  
145 calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

146 **THE FINANCING CONTINGENCY PROVISIONS AT LINES 148 - 162 ARE A PART OF THIS OFFER IF LINE 148 IS MARKED,**  
147 **SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF LINE 148 IS MARKED N/A OR IS NOT MARKED.**

148 ☐ **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a \_\_\_\_\_

149 **INSERT LOAN PROGRAM OR SOURCE** first mortgage loan commitment as described below, within \_\_\_\_\_ days of acceptance of this  
150 Offer. The financing selected shall be in an amount of not less than \$ \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years,  
151 amortized over not less than \_\_\_\_\_ years. Initial monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_.  
152 Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private  
153 mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay a loan fee not to exceed  
154 \_\_\_\_\_ % of the loan. (Loan fee refers to discount points and/or loan origination fee, but DOES NOT include Buyer's other closing  
155 costs.) If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted  
156 to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain  
157 the term and amortization stated above. **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 158 OR 159.**

158 ☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed \_\_\_\_\_ %.

159 ☐ **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed \_\_\_\_\_ %. The initial interest rate shall  
160 be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_ % per year. The maximum  
161 interest rate during the mortgage term shall not exceed \_\_\_\_\_ %. Monthly payments of principal and interest may be adjusted  
162 to reflect interest changes.

163 **LOAN COMMITMENT:** Buyer agrees to pay all customary financing costs (including closing fees), to apply for financing promptly, and  
164 to provide evidence of application promptly upon request by Seller. If Buyer qualifies for the financing described in this Offer or other  
165 financing acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline for loan  
166 commitment at line 149. **Buyer's delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall**  
167 **satisfy the Buyer's financing contingency unless accompanied by a notice of unacceptability. CAUTION: BUYER, BUYER'S LENDER**  
168 **AND AGENTS OF BUYER OR SELLER SHOULD NOT DELIVER A LOAN COMMITMENT TO SELLER WITHOUT BUYER'S PRIOR**  
169 **APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

170 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller  
171 delivers a written notice of termination to Buyer prior to Seller's actual receipt of a copy of Buyer's written loan commitment.

172 **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an  
173 acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies  
174 of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then  
175 have 10 days to give Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer and this  
176 Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall  
177 be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness  
178 for Seller financing.

179 **ADDITIONAL PROVISIONS/CONTINGENCIES** \_\_\_\_\_

180 \_\_\_\_\_  
181 \_\_\_\_\_  
182 \_\_\_\_\_  
183 \_\_\_\_\_  
184 \_\_\_\_\_  
185 \_\_\_\_\_  
186 \_\_\_\_\_  
187 \_\_\_\_\_

188 ☒ **ADDENDA:** The attached Addendum A, Addendum B and Addendum C is/are made part of this Offer.

189 **TITLE EVIDENCE**

190 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or other  
191 conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and  
192 agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use  
193 restrictions and covenants, general taxes levied in the year of closing and \_\_\_\_\_

194 \_\_\_\_\_

195 \_\_\_\_\_ (provided none of the foregoing prohibit present use of the Property), which constitutes merchantable title  
196 for purposes of this transaction. Seller further agrees to complete and execute the documents necessary to record the conveyance.



197 **FORM OF TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the  
 198 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. **CAUTION: IF TITLE**  
 199 **EVIDENCE WILL BE GIVEN BY ABSTRACT, STRIKE TITLE INSURANCE PROVISIONS AND INSERT ABSTRACT PROVISIONS.**  
 200 **PROVISION OF MERCHANTABLE TITLE:** Seller shall pay all costs of providing title evidence. For purposes of closing, title evidence  
 201 shall be acceptable if the commitment for the required title insurance is delivered to Buyer's attorney or Buyer not less than 3 business  
 202 days before closing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be  
 203 merchantable, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and  
 204 exceptions, as appropriate. **CAUTION: BUYER SHOULD CONSIDER UPDATING THE EFFECTIVE DATE OF THE TITLE**  
 205 **COMMITMENT PRIOR TO CLOSING OR A "GAP ENDORSEMENT" WHICH WOULD INSURE OVER LIENS FILED BETWEEN THE**  
 206 **EFFECTIVE DATE OF THE COMMITMENT AND THE DATE THE DEED IS RECORDED.**  
 207 **TITLE ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title by  
 208 the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to remove the objections, and  
 209 the time for closing shall be extended as necessary for this purpose. In the event that Seller is unable to remove said objections, Buyer  
 210 shall have 5 days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended  
 211 accordingly. If Buyer does not waive the objections, this Offer shall be null and void. Providing title evidence acceptable for closing does  
 212 not extinguish Seller's obligations to give merchantable title to Buyer.  
 213 **SPECIAL ASSESSMENTS:** Special assessments, if any, for work actually commenced or levied prior to date of this Offer shall be  
 214 paid by Seller no later than closing. All other special assessments shall be paid by Buyer. **CAUTION: Consider a special agreement**  
 215 **if area assessments, property owner's association assessments or other expenses are contemplated.** "Other expenses" are one-  
 216 time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter,  
 217 street, sidewalk, sanitary and stormwater and storm sewer (including all sewer mains and hook-up and interceptor charges), parks, street  
 218 lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.55(1)(c) & (f).  
 219 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the  
 220 transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of  
 221 the Parties to this Offer and their successors in interest.  
 222 **DEFAULT**  
 223 Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A  
 224 material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or  
 225 other legal remedies.  
 226 If Buyer defaults, Seller may:  
 227 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or  
 228 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) direct Broker to return  
 229 the earnest money and have the option to sue for actual damages.  
 230 If Seller defaults, Buyer may:  
 231 (1) sue for specific performance; or  
 232 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.  
 233 In addition, the Parties may seek any other remedies available in law or equity.  
 234 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the  
 235 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of  
 236 the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes  
 237 covered by the arbitration agreement.  
 238 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ**  
 239 **THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT**  
 240 **ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR**  
 241 **HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**  
 242 **EARNEST MONEY**  
 243 **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (buyer's agent  
 244 if Property is not listed or seller if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer.  
 245 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties**  
 246 **or an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.**  
 247 **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance  
 248 from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest  
 249 money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according  
 250 to a written disbursement agreement signed by all Parties to this Offer (Note: Wis. Adm. Code § RL 18.09(1)(b) provides that an offer  
 251 to purchase is not a written disbursement agreement pursuant to which the broker may disburse). If said disbursement agreement has  
 252 not been delivered to broker within 60 days after the date set for closing, broker may disburse the earnest money: (1) as directed by  
 253 an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the  
 254 earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other disbursement required or allowed by law.  
 255 Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and broker may deduct from the  
 256 earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to disbursement.  
 257 **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this  
 258 Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1)  
 259 or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's  
 260 proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over  
 261 all earnest money disputes arising out of the sale of residential property with 1-4 dwelling units and certain other earnest money disputes.  
 262 Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties  
 263 agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or  
 264 applicable Department of Regulation and Licensing regulations concerning earnest money. See Wis. Adm. Code Ch. RL 18. **NOTE:**  
 265 **WISCONSIN LICENSE LAW PROHIBITS A BROKER FROM GIVING ADVICE OR OPINIONS CONCERNING THE LEGAL RIGHTS**  
 266 **OR OBLIGATIONS OF PARTIES TO A TRANSACTION OR THE LEGAL EFFECT OF A SPECIFIC CONTRACT OR CONVEYANCE.**  
 267 **AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS REQUIRED.**



268 **PROPERTY ADDRESS:** 621 Bernard Street (Parcel 1) and 668 Johnson Street

269 **OPTIONAL PROVISIONS:** THE PARAGRAPHS AT LINES 271 - 314 WHICH ARE PRECEDED BY A BOX ARE A PART OF THIS OFFER IF  
270 **MARKED, SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF MARKED N/A OR ARE LEFT BLANK.**

271 ☐ **PROPOSED USE CONTINGENCY:** Buyer is purchasing the property for the purpose of:

272 \_\_\_\_\_ This Offer is contingent upon Buyer obtaining the following:  
273 ☐ Written evidence at (Buyer's) (Seller's) **[STRIKE ONE]** expense from a qualified soils expert that the Property is free of any subsoil  
274 condition which would make the proposed development impossible or significantly increase the costs of such development.

275 ☐ Written evidence at (Buyer's) (Seller's) **[STRIKE ONE]** expense from a certified soils tester or other qualified expert that indicates that  
276 the Property's soils at locations selected by Buyer and all other conditions which must be approved to obtain a permit for an acceptable private  
277 septic system for: \_\_\_\_\_ [insert proposed use of Property; e.g., three

278 bedroom single family home] meet applicable codes in effect as of the date of this offer. An acceptable system includes all systems approved  
279 for use by the State for the type of property identified at line 277. An acceptable system does not include a holding tank, privy, composting  
280 toilet or chemical toilet or other systems (e.g. mound system) excluded in additional provisions or an addendum per lines 179 - 188.

281 ☐ Copies at (Buyer's) (Seller's) **[STRIKE ONE]** expense of all public and private easements, covenants and restrictions affecting the  
282 Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase  
283 the costs of the proposed use or development identified at lines 271 to 272.

284 ☐ Permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance  
285 of such permits, approvals and licenses at (Buyer's) (Seller's) **[STRIKE ONE]** expense for the following items related to the proposed  
286 development \_\_\_\_\_.

287 ☐ Written evidence at (Buyer's) (Seller's) **[STRIKE ONE]** expense that the following utility connections are located as follows (e.g.,  
288 on the Property, at the lot line across the street, etc.): electricity \_\_\_\_\_; gas \_\_\_\_\_; sewer  
289 \_\_\_\_\_; water \_\_\_\_\_; telephone \_\_\_\_\_; other \_\_\_\_\_.

290 This proposed use contingency shall be deemed satisfied unless Buyer within \_\_\_\_\_ days of acceptance delivers  
291 written notice to Seller specifying those items of this contingency which cannot be satisfied and written evidence substantiating why each  
292 specific item included in Buyer's notice cannot be satisfied.

293 ☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **[STRIKE ONE]** a map of the Property prepared  
294 by a registered land surveyor, within \_\_\_\_\_ days of acceptance, at (Buyer's) (Seller's) **[STRIKE ONE]** expense. The map shall identify the legal  
295 description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,  
296 if any, and: \_\_\_\_\_.

297 \_\_\_\_\_ **[STRIKE AND COMPLETE AS APPLICABLE]** Additional map features

298 which may be added include, but are not limited to: specifying how current the map must be; staking of all corners of the Property; identifying  
299 dedicated and apparent street, lot dimensions, total acreage or square footage, easements or rights-of-way. **CAUTION: Consider the cost**  
300 **and the need for map features before selecting them.** The map shall show no significant encroachment(s) or any information materially  
301 inconsistent with any prior representations to Buyer. This contingency shall be deemed satisfied unless Buyer, within five days of the earlier  
302 of: 1) Buyer's receipt of the map, or 2) the deadline for delivery of said map, delivers to Seller, and to listing broker if Property is listed, a copy  
303 of the map and a written notice which identifies the significant encroachment or the information materially inconsistent with prior representations.

304 ☐ **INSPECTION CONTINGENCY:** This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s), at  
305 Buyer's expense, of the Property and \_\_\_\_\_

306 \_\_\_\_\_ which discloses no defects as defined below. This contingency shall be deemed satisfied  
307 unless Buyer within \_\_\_\_\_ days of acceptance delivers to Seller, and to listing broker if Property is listed, a copy of the inspector's  
308 written inspection report and a written notice listing the defects identified in the report to which Buyer objects. This Offer shall be null and  
309 void upon timely delivery of the above notice and report. **CAUTION: A proposed amendment will not satisfy this notice requirement.**  
310 Buyer shall order the inspection and be responsible for all costs of inspection, including any inspections required by lender or follow-up to  
311 inspection. Note: This contingency only authorizes inspections, not testing, see lines 98 to 110. For the purposes of this contingency a defect  
312 is defined as any condition of the Property which constitutes a significant threat to the health or safety of persons who occupy or use the  
313 Property or gives evidence of any material use, storage or disposal of hazardous or toxic substances on the Property. Defects do not include  
314 conditions the nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

315 This Offer was drafted on \_\_\_\_\_ [date] by [Licensee and Firm] Attorney Steven T. Chesebro, Office of City Attorney, City of Watertown

316 (X) \_\_\_\_\_ City of Watertown, By: Mayor Emily McFarland 39-6005640

317 Buyer's Signature ▲ Print Name Here: ► \_\_\_\_\_ Social Security No. or FEIN ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

318 (X) \_\_\_\_\_ Social Security No. or FEIN ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

319 Buyer's Signature ▲ Print Name Here: ► \_\_\_\_\_

320 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 8 of the above Offer. (See lines 242 - 267)

321 \_\_\_\_\_ Broker (By)  
322 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND**  
323 **THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH**  
324 **HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

325 (X) \_\_\_\_\_ Social Security No. or FEIN ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

326 Seller's Signature ▲ Print Name Here: ► \_\_\_\_\_

327 (X) \_\_\_\_\_ Social Security No. or FEIN ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

328 Seller's Signature ▲ Print Name Here: ► \_\_\_\_\_

329 This Offer was presented to Seller by \_\_\_\_\_ on \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ a.m./p.m.

330 THIS OFFER IS REJECTED \_\_\_\_\_ THIS OFFER IS COUNTERED [See attached counter] \_\_\_\_\_

331 Seller Initials ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_ Seller Initials ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_



## LEGAL DESCRIPTION

PART OF OUTLOT 25, PART OF OUTLOT 7 AND PART OF OUTLOT 2 OF THE TWELFTH WARD, FORMERLY THE THIRD WARD IN THE CITY OF WATERTOWN BEING PART OF THE NE ¼ AND THE SE ¼ OF THE SE ¼ OF SECTION 5, AND PART OF THE SW ¼ AND NW ¼ OF THE SW ¼ OF SECTION 4, TOWN 8 NORTH, RANGE 15 EAST, CITY OF WATERTOWN, JEFFERSON COUNTY, WISCONSIN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 5, TOWN 8 NORTH, RANGE 15 EAST; THENCE N 01°33'08" W, ALONG THE EAST LINE OF THE SOUTHEAST ¼ OF SECTION 5, 942.39 FEET TO THE POINT OF BEGINNING; THENCE S 61°21'10" W, ALONG THE NORTH RIGHT-OF-WAY OF FAIRVIEW DRIVE, 237.79 FEET TO THE NORTHERLY RIGHT-OF-WAY OF HOFFMANN DRIVE; THENCE N 20°32'04" W, ALONG THE NORTHERLY RIGHT-OF-WAY OF HOFFMAN DRIVE, 129.42 FEET; THENCE CONTINUING ALONG THE SAID NORTHERLY RIGHT-OF-WAY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 45.24 FEET, A RADIUS OF 195.80 FEET, A DELTA ANGLE OF 13°14'19", AND A CHORD BEARING N 25°03'33" W, 45.14 FEET TO THE MOST SOUTHERLY CORNER OF LOT 4 OF CSM 5745; THENCE N 58°18'44" E, ALONG THE EAST LINE OF LOT 4 OF CSM 5745, 60.49 FEET; THENCE N 23°23'35" E, ALONG THE EAST LINE OF LOT 4 OF CSM 5745, 90.00 FEET TO THE NORTHEAST CORNER OF LOT 4 OF CSM 5745; THENCE N 66°36'25" W, ALONG THE NORTH LINE OF LOT 4 OF CSM 5745, 135.00 FEET TO THE EAST RIGHT-OF-WAY OF EICKSTEADT LANE; THENCE N 23°23'35" E, ALONG THE EAST RIGHT-OF-WAY OF EICKSTEADT LANE 140.74 FEET TO THE NORTH RIGHT-OF-WAY OF EICKSTEADT LANE; THENCE N 66°36'25" W, ALONG THE NORTH RIGHT-OF-WAY OF EICKSTEADT LANE AND NORTH LINE OF LOT 2 OF CSM 5745, 224.60 FEET TO THE EAST RIGHT-OF-WAY OF JOHNSON STREET; THENCE ALONG THE EAST RIGHT-OF-WAY OF JOHNSON STREET ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 300.58 FEET, A RADIUS OF 3893.82 FEET, A DELTA ANGLE OF 04°25'23", AND A CHORD BEARING N 14°56'56" E, 300.51 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF MILFORD STREET; THENCE N 50°49'08" E, ALONG THE SOUTHERLY RIGHT-OF-WAY OF MILFORD STREET, 22.79 FEET TO THE NORTHWEST CORNER OF LOT 1 OF CSM 5745; THENCE S 39°10'52" E, ALONG THE WEST LINE OF LOT 1 OF CSM 5745, 132.70 FEET TO THE MOST SOUTHERLY CORNER OF LOT 1 OF CSM 5745; THENCE N 40°46'48" E, ALONG THE EASTERLY LINE OF LOT 1 OF CSM 5745, 87.92 FEET TO THE NORTH LINE OF OUTLOT 25 OF MAP OF OUTLOTS AND SUBDIVISION OF LOTS 3<sup>RD</sup> AND 4<sup>TH</sup> WARD; THENCE N 88°16'08" E, ALONG SIDE LINE, 214.65 FEET TO THE MOST SOUTHERLY POINT OF PARCEL 4 OF CSM 2112; THENCE N 01°29'26" W, ALONG THE EAST LINE OF PARCEL 4 OF CSM 2112, 136.76 FEET TO THE MOST SOUTHERLY POINT OF PARCEL 3 OF CSM 2112; THENCE N 50°28'35" E, ALONG THE SOUTH LINE OF PARCEL 3 OF CSM 2112, 118.55 FEET TO THE SOUTH RIGHT-OF-WAY OF BERNARD STREET; THENCE S 39°12'29" E, ALONG THE SOUTH RIGHT-OF-WAY OF BERNARD STREET, 168.85 FEET; THENCE CONTINUING ALONG THE SOUTH RIGHT-OF-WAY OF BERNARD STREET, ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 105.84 FEET, A RADIUS OF 260.00 FEET, A DELTA ANGLE OF 23°19'23", AND A CHORD BEARING S 50°06'14" E, 105.11 FEET; THENCE S 27°30'35" W, 161.42 FEET; THENCE S 17°57'35" W, 127.00 FEET; THENCE S 87°38'34" W, 154.82 FEET TO THE EAST LINE OF OUTLOT 25 OF MAP OF OUTLOTS AND SUBDIVISION OF LOTS 3<sup>RD</sup> AND 4<sup>TH</sup> WARD; THENCE S 01°33'08" E, ALONG THE EAST LINE OF OUTLOT 25, 447.70 FEET TO THE NORTH RIGHT-OF-WAY OF FAIRVIEW DRIVE; THENCE S 61°21'10" W, ALONG THE NORTH RIGHT-OF-WAY OF FAIRVIEW DRIVE, 11.19 FEET TO THE POINT OF BEGINNING.

DESCRIBED LANDS HAVING AN AREA OF 331,476 SQUARE FEET OR 7.61 ACRES.

**ADDENDUM A**





**ADDENDUM C**  
  
**ADDITIONAL TERMS AND CONDITIONS OF**  
**WB-13 VACANT LAND OFFER TO PURCHASE**  
**BETWEEN**  
**CITY OF WATERTOWN, WISCONSIN (“BUYER”)**  
**AND**  
**WATERTOWN COLLECTIVE, LLC (“SELLER”)**

1.     Agreement to Buy and Sell.

1.1     Buyer agrees to purchase the Property (as defined below) from Seller and Seller agrees to sell the Property to Buyer on the terms and conditions set forth in the attached WB-13 Vacant Land Offer to Purchase and this Addendum C (collectively, the “Purchase Agreement”). If there are any inconsistencies between the provisions of this Addendum C and the provisions of the attached WB-13 Vacant Land Offer to Purchase, the provisions of this Addendum C shall control.

1.2     For purposes of this Purchase Agreement, the term “Property” means approximately 7.612 acres of real property (a) located in the City of Watertown, Jefferson County, Wisconsin, (b) described on Addendum A, attached hereto and (c) depicted as Lot 1 and Outlot 1 on Addendum B. The exact legal description of the Property shall be determined by the Final CSM (as defined below) and the Title Policy (as defined below).

2.     Earnest Money. Within ten (10) days after Acceptance, Buyer shall deposit earnest money in the amount of Five Thousand and 00/100 Dollars (\$5,000.00) (the “Earnest Money”) with First American Title Insurance Company (the “Title Company”) as escrow agent. Pursuant to an escrow agreement acceptable to Buyer, Seller and the Title Company (the “Escrow Agreement”), the Earnest Money will be held by the Title Company until applied to the Purchase Price at Closing or disbursed as provided in this Purchase Agreement and the Escrow Agreement.

3.     No Representations or Warranties. Except as specifically provided for in this Agreement, Seller makes no representations or warranties with respect to the Property or its fitness for any particular purpose. Buyer is familiar with the Property and as such, Buyer has agreed to take the Property in its “AS IS” condition, with all faults. Without limiting the foregoing, Seller is not providing a Real Estate Condition Report.

#### 4. Evidence of Title.

4.1 At Closing, Seller will purchase and deliver to Buyer an ALTA owner's policy of title insurance (the "Title Policy") issued by the Title Company in the amount of the Purchase Price, without exception or qualification other than the Permitted Encumbrances (as defined below). Any endorsements shall be at Buyer's expense.

4.2 Within ten (10) days after Acceptance, Buyer shall secure, at Buyer's expense, and deliver to Seller and the surveyor an ALTA title insurance commitment (the "Title Commitment") on the Property issued by the Title Company pursuant to which the Title Company agrees to issue an owner's standard form ALTA policy of title insurance on the Property in the amount of the Purchase Price. The Title Commitment shall show all covenants, conditions, restrictions, liens, encumbrances, and other matters of record affecting the Property, and shall include legible copies of all documents that appear as exceptions to title in the Title Commitment.

4.3 If the Title Commitment discloses any title exceptions objectionable to Buyer other than encumbrances to be satisfied out of the Closing proceeds, then Buyer shall have ten (10) days following the later of Buyer's receipt of the Title Commitment, or Buyer's receipt of Buyer's Survey, to notify Seller in writing of these objections. If Buyer fails to deliver such notice within that ten (10) day period, Buyer shall be deemed to have approved the condition of title as shown by the Title Commitment. Exceptions to title approved by Buyer under this Section 5.3 are "Permitted Encumbrances" for purposes of this Purchase Agreement.

4.4 Seller may, but shall not be required to, use reasonable commercial efforts to cure Buyer's objections to title within ten (10) days after Seller receives Buyer's notice of title objections under Paragraph 4.3 (the "Title Cure Period"). If Seller fails to cure all of Buyer's objections to title within the Title Cure Period, Buyer shall have the option of either:

(a) terminating this Purchase Agreement at any time within ten (10) days after expiration of the Title Cure Period by giving written notice of termination to Seller. Upon such termination, all Earnest Money will be immediately returned to Buyer and this Purchase Agreement will terminate and be of no further force or effect; or

(b) accepting the title exceptions that Seller has failed to cure within the Title Cure Period, which title exceptions shall be deemed Permitted Encumbrances for purposes of this Purchase Agreement, with no reduction in the Purchase Price, and proceed to close.

If Buyer fails to terminate this Purchase Agreement within the ten (10)-day period described in Paragraph 5.4(a), then Buyer shall be deemed to have opted to proceed under Paragraph 5.4(b).

4.5 At Closing, Seller shall convey the Property to Buyer by Warranty Deed free and clear of all liens and encumbrances except for the Permitted Encumbrances.



## 5. Closing.

5.1 If this Purchase Agreement has not been previously terminated as permitted under this Purchase Agreement, the closing of the purchase and sale of the Property (the “Closing”) will occur at the offices of the Title Company on a date mutually agreed to by Buyer and Seller, but no later than December 31, 2022. The date on which Closing occurs is the “Closing Date.”

5.2 Seller’s Obligations. At Closing, Seller shall execute and deliver (in a form acceptable to Buyer and the Title Company):

- (a) A Warranty Deed conveying the Property to Buyer free and clear of all liens and encumbrances except for the Permitted Encumbrances;
- (b) A Non-foreign Person Affidavit;
- (c) The Title Company’s standard Owner’s Affidavit as to liens and possession;
- (d) A personal “GAP” undertaking of Seller;
- (e) Duplicate originals of the Closing Statement;
- (f) The Wisconsin Real Estate Transfer Return;
- (g) A settlement statement;
- (h) The Deed Restriction;
- (i) Such proof of Seller’s authority and authorization to enter into this Purchase Agreement and perform Seller’s obligations under this Purchase Agreement as may be reasonably required by Title Company; and
- (j) Such other documents as Buyer may reasonably request to enable Buyer to consummate the transaction contemplated in this Purchase Agreement; provided none of said additional documents imposes any cost or obligation upon Seller not otherwise specifically imposed upon Seller pursuant to the terms of this Purchase Agreement.

5.3 Buyer’s Obligations. At the Closing, Buyer shall deliver, in immediately available funds, an amount equal to the Purchase Price, net of closing proration, adjustments and credits. In addition, at Closing, Buyer shall execute and deliver (in a form acceptable to Seller and the Title Company):

- (a) The Wisconsin Real Estate Transfer Return;
- (b) A settlement statement;

(c) Such proof of Buyer's authority and authorization to enter into this Purchase Agreement and perform Buyer's obligations under this Purchase Agreement as may be reasonably required by Title Company; and

(d) Such other documents as Seller may reasonably request to enable Seller to consummate the transaction contemplated in this Purchase Agreement; provided none of said additional documents imposes any cost or obligation upon Buyer not otherwise specifically imposed upon Seller pursuant to the terms of this Purchase Agreement.

5.4 Buyer shall pay all recording fees in connection with this transaction, except that Seller shall pay the recording fees for documents required to be recorded in order for title to the Property to be in the condition required under this Purchase Agreement. Seller will pay all transfer fees. Settlement and closing fees will be evenly divided (50% - 50%) between Buyer and Seller.

*[Signatures on following page]*

Dated this \_\_\_\_ day of December, 2022

**BUYER:**

**CITY OF WATERTOWN, WISCONSIN**

By: \_\_\_\_\_  
Name: Emily McFarland  
Title: Mayor

**SELLER:**

**THE WATERTOWN COLLECTIVE, LLC**

By: Greater Watertown Community Health  
Foundation, Inc.,  
a Wisconsin nonstock corporation

By: \_\_\_\_\_  
Tina Crave, President & CEO