



COMMON COUNCIL MEETING AGENDA

MONDAY, NOVEMBER 04, 2024 AT 7:00 PM

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

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

All public participants' phones will be muted during the meeting except during the public comment period. This meeting will be streamed live on YouTube at: <https://www.youtube.com/c/WatertownTV>

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. MINUTES OF COUNCIL MEETING HELD

A. Meeting minutes from October 15, 2024

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. PUBLIC HEARING

A. 1911 Gateway Drive Comprehensive Plan Amendment

B. 1911 Gateway Drive Rezoning

C. City of Watertown Zoning Map Corrections

D. 2025 Budget Proposal

7. REPORTS

A. Site Plan Review Minutes from September 9, 2024

B. Park, Recreation, and Forestry minutes from September 16, 2024

C. Joint Review Board Minutes of September 17, 2024

D. Plan Commission minutes from September 23, 2024

E. Finance Committee minutes from October 1-10, 2024 (2025 Budget)

F. Public Works minutes from October 8, 2024

G. Tourism minutes from October 10, 2024

H. Plan Commission minutes from October 14, 2024

I. Town Square Programming Commission Minutes from October 15, 2024

J. Public Works minutes from October 22, 2024

K. RDA Minutes from October 23, 2024

8. COMMUNICATION & RECOMMENDATIONS

A. Update: E. Main Street Reconstruction - Market Street to Irene Street

B. Update: Main Street Bridge

9. NEW BUSINESS

A. Review and take action: Election Inspector Appointments

B. Council discussion and possible action regarding City budgets for 2025

10. MISCELLANEOUS BUSINESS

A. Payroll Summary - October 2, 2024 through October 15, 2024

11. ORDINANCES

A. Ord. 24-26 - Amend Section 500-3 B. Stop Intersections of the City of Watertown General Ordinances (Sponsor: Ald. Davis From: Public Safety & Welfare Committee, Second Reading)

B. Ord. 24-27 - Third Party Inspections (Sponsor: Ald. Davis From: Public Safety & Welfare, First Reading)

C. Ord. 24-28 - Amend Chapter 550: Zoning Code, through the amendments of language to Sections §550-109B, §550-109D, §550-132, §550-56C; §550-32B(2), §550-33B(2), and §550-34B(2), and §550-120C (Sponsor: Mayor McFarland From: Plan Commission)

D. Ord. 24-29 - Ordinance to Authorize 24 Hour Construction on STH 19 (Main St.) Bridge Over the Rock River in Watertown, WI (Sponsor: Mayor Emily McFarland, First Reading)

12. RESOLUTIONS

A. Exh. 9669 - Resolution to Approve 2025 Lebanon EMS Contract (Sponsor: Mayor McFarland, From: Finance Committee)

B. Exh. 9670 - Resolution to create Fund 30 for TID #9 (Sponsor: Mayor McFarland, From: Finance Committee)

C. Exh. 9671 - Resolution to enter into lease with Passenger Transit Inc for Shared Ride Taxi Service Vehicles (Sponsor: Ald. Schmid From: Transit Commission)

D. Exh. 9672 WEDC Small Business Development Grant application

E. Exh. 9673 - Change Order No. 1 to 2024 Street & Utility Reconstruction Contract with Forest Landscaping and Construction, Inc. for \$51,530.00

F. Exh. 9674 - Resolution to approve Development Agreement between the City of Watertown and Horizon Development Group for Lumin Terrace (Sponsor: Mayor McFarland From: Plan Commission)

13. 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.

14. ADJOURNMENT

Persons requiring other reasonable accommodations of the above meeting may contact the office of the City Clerk by email mdunneisen@watertownwi.gov, 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
Tuesday October 15, 2024**

Mayor McFarland called the regular meeting of the City of Watertown Common Council to order at 7:00 p.m. on Tuesday, October 15, 2024. 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, Board, Bartz (virtual), Blanke, Smith, Schmid, Wetzel and Moldenhauer. City staff present were City Attorney Steven T. Chesebro, Police Chief David Brower, Finance Director Mark Stevens, Streets Superintendent Stacy Winkelman, Public Works Director Andrew Beyer, Strategic Coordinator Mason Becker, and City Clerk Megan Dunneisen.

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, October 1, 2024. There being none, minutes were accepted as presented.

COMMENTS & SUGGESTIONS FROM CITIZENS PRESENT

Tina Crave from the Watertown Health Foundation gave thanks to the city for recognizing the need for housing and for their support.

REPORTS

(Complete minutes are open for public inspection in the Finance Department.)

The following reports were received and filed: Tourism minutes from September 12, 2024, Finance Committee minutes from September 23, 2024, RDA Minutes from October 2, 2024, Public Safety and Welfare minutes from October 2, 2024, Downtown Main Street Task Force minutes from October 3, 2024

COMMUNICATIONS & RECOMMENDATIONS

Reminder was given that the November 5, 2024, Council Meeting will be moved to November 4, 2024, due to the Presidential Election. Mayor McFarland and Andrew Beyer gave an employee recognition to Stacy Winkelman Public works, street and solid waste division for 30 years. Peg Checki and Mayor McFarland gave recognition to Sue Rupnow Library 5 years. Mayor McFarland gave employee recognitions to Jacob Mueller Public works, street and solid waste division 5 years, Ritchie Piltz Public works, engineering division 5 years, Sue Rupnow Library 5 years. Watertown Regional Medical Center gave a presentation on the Hospital and its economic impact it has on the community. Mayor McFarland gave a Main Street Bridge Update.

NEW BUSINESS

Ald. Schmid moved to approve Michelle Bainbridge – serving her first full four-year term expiring October 2028 and Laurie Grosenick – serving her second four-year term expiring October 2028 to the Transit Commission, seconded by Ald. Wetzel and carried by unanimous voice vote.

ACCOUNTS PAYABLE

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

Certified accounts were presented.

MISCELLANEOUS BUSINESS

Payroll Summary - September 18, 2024, to October 1, 2024 and Cash and Investments - September 30, 2024 were presented.

ORDINANCES

Ord. 24-25 - Repeal a portion of Section 500-5, One-way Streets and Alleys of Chapter 500 Traffic Code of the City of Watertown (Sponsor: Ald. Davis From: Public Safety & Welfare Committee, Second Reading). Ald. Davis moved for adoption of ordinance on its 2nd reading, seconded by Ald. Board and carried by roll call vote: Yes-9; No-1(Schmid); Abstain-0.

Ord. 24-26 - Amend Section 500-3 B. Stop Intersections of the City of Watertown General Ordinances (Sponsor: Ald. Davis From: Public Safety & Welfare Committee, First Reading). Ald. Davis moved for adoption of ordinance on its 1st reading, seconded by Ald. Blanke 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. 9660 - Resolution requesting exemption from Jefferson County Library Tax Per WI Statutes 43.64(2)(B) (Sponsor: Mayor McFarland). Ald. Lampe moved to adopt resolution 9660, seconded by Ald. Board and carried by roll call vote: Yes-9; No-0; Abstain-0.

Exh. 9661- Resolution requesting exemption from Dodge County Library Tax Per WI Statutes 43.64(2)(B) (Sponsor: Mayor McFarland). Ald. Wetzel moved to adopt resolution 9661, seconded by Ald. Moldenhauer and carried by roll call vote: Yes-9; No-0; Abstain-0.

Exh. 9662 - Resolution to enter into one-year contract with Passenger Transit Inc. for Shared Ride Taxi Service (Sponsor: Mayor McFarland, From: Finance Committee). Ald. Schmid moved to adopt resolution 9662, seconded by Ald. Moldenhauer and carried by roll call vote: Yes-9; No-0; Abstain-0.

Exh. 9663 - Resolution to approve creation of Tax Incremental Financing District #9 as recommended by the Plan Commission (Sponsor: Mayor McFarland From: Plan Commission). Ald. Lampe moved to adopt resolution 9663, seconded by Ald. Blanke and carried by roll call vote: Yes-9; No-0; Abstain-0.

Exh. 9664 - Resolution to Apply for the 2025 Recycling Grant (Sponsor: Mayor McFarland From: Finance Committee). Ald. Moldenhauer moved to adopt resolution 9664, seconded by Ald. Davis and carried by unanimous voice vote.

Exh. 9665 - Initial resolution to discontinue public way on Belmont Drive, near and about its intersections with Oakland Avenue and Steeplechase Drive (Sponsor: Mayor McFarland From: Plan Commission). Ald. Blanke moved to adopt resolution 9665, seconded by Ald. Davis and carried by roll call vote: Yes-9; No-0; Abstain-0.

Exh. 9666 - Award 2028 Main Street Sanitary Sewer and Water Main Design Contract to Robert E. Lee & Associates for \$57,200 (Sponsor: Ald. Board From: Public Works). Ald. Board moved to adopt resolution 9666, seconded by Ald. Wetzel and carried by roll call vote: Yes-9; No-0; Abstain-0.

Exh. 9667 - Approve Contract #6-24 Change Order No. 2 with Payne and Dolan, Inc. increasing contract by \$52,588.50 (Sponsor: Ald. Board From: Public Works). Ald. Board moved to adopt resolution 9667, seconded by Ald. Smith and carried by roll call vote: Yes-9; No-0; Abstain-0.

Exh. 9668 - Resolution to Request Action be Taken to Prevent Delays to Construction of STH 19 (Main St.) Bridge Over Rock River in Watertown WI (Sponsor: Ald. Blanke From: Common Council). Ald. Blanke moved to adopt resolution 9668, seconded by Ald. Moldenhauer. Ald. Lampe made a motion to amend to include "Be it further resolved, that the Common Council fully empowers and supports the Mayor and staffs' efforts to accelerate the opening to traffic of the bridge in early spring 2025", seconded by Ald. Board and carried by roll call vote: Yes-9; No-0; Abstain-0. Ald. Lampe made a motion to amend to remove the wording "potentially by redirecting

any savings from the project delay penalty to those businesses affected by the delay”, seconded by Ald. Schmid and failed by roll call vote: Yes-3; No-6 (Davis, Board, Blanke, Smith, Wetzel, Moldenhauer); Abstain-0. Motion carried by roll call vote: Yes-8; No-1(Schmid); Abstain-0.

COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT

No comments were received.

ADJOURNMENT

There being no further business to come before the Council at this time, Ald. Moldenhauer moved to adjourn, seconded by Ald. Board, and carried by unanimous voice vote at 8:30 p.m.

Respectfully Submitted,

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 Clerk’s Office. Video recording available at Watertown TV’s YouTube page: <https://www.youtube.com/c/WatertownTV>

City of Watertown
Public Hearing on Amendments to Comprehensive Plan

Notice is hereby given by the Common Council of the City of Watertown, Wisconsin, that a public hearing will be held on November 4, 2024 in the Council Chambers of the Municipal Building, 106 Jones Street, Watertown, Wisconsin at 7:00 p.m. or shortly thereafter.

The public hearing will be held to gather public input on a proposed amendment to the “City of Watertown Comprehensive Plan”. The Comprehensive Plan sets the policy for the growth, development, and preservation of the community. The proposed amendments would affect the Future Land Use Map within the Plan document. The proposed amendment involves changing the future land use category shown for 1911 Gateway Drive (Parcel No. 291-0815-1624-003) from Planned Mixed Use and Planned Neighborhood to Multi-Family Future Land Use.

The Comprehensive Plan and amendment are available for review at City Hall in the Building, Safety & Zoning Department located at 106 Jones Street, Watertown, WI. They may also be viewed online at https://www.ci.watertown.wi.us/development/document_centers/comprehensive_plan/index.php.

A copy of the Comprehensive Plan and amendment may be obtained from the Building, Safety & Zoning Department.

Questions regarding the proposed Comprehensive Plan Amendments may be directed to Zoning Administrator Brian Zirbes at 920-262-4060.

Written comments on the proposed amendments to the Comprehensive Plan should be submitted before the public hearing date to City Clerk Megan Dunneisen, 106 Jones Street, Watertown, WI 53094.

All persons wishing to be heard are invited to be present.

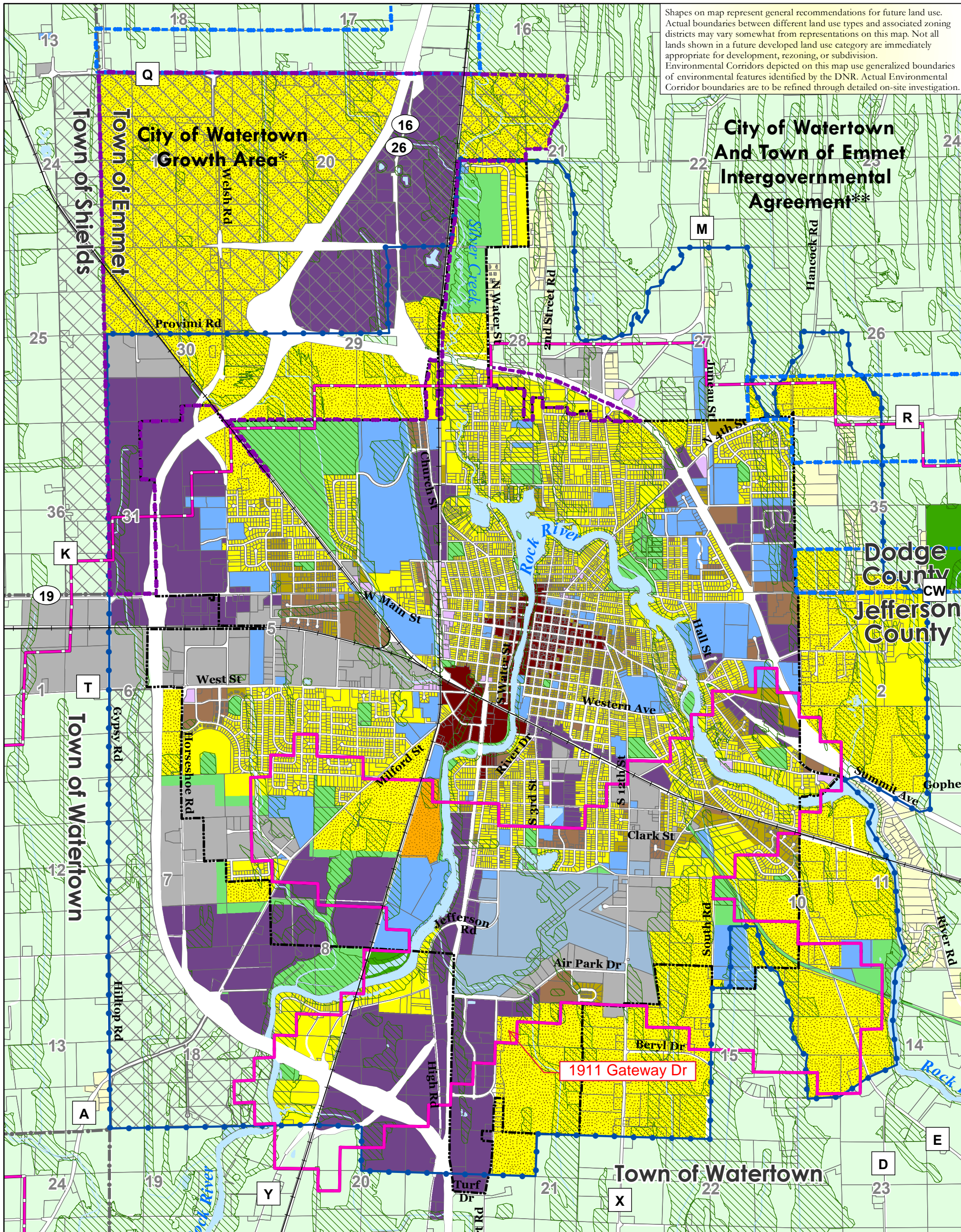
CITY OF WATERTOWN
Brian Zirbes
Zoning & Floodplain Administrator

BZ/nmz

PUBLISH: October 2, 2024

(BLOCK AD)

Shapes on map represent general recommendations for future land use. Actual boundaries between different land use types and associated zoning districts may vary somewhat from representations on this map. Not all lands shown in a future developed land use category are immediately appropriate for development, rezoning, or subdivision. Environmental Corridors depicted on this map use generalized boundaries of environmental features identified by the DNR. Actual Environmental Corridor boundaries are to be refined through detailed on-site investigation.



**City of Watertown
And Town of Emmet
Intergovernmental
Agreement****

**Dodge
County
Jefferson
County**

Future Land Use Urban Area

Map 6b

City/Town IGA**
City Growth Area
City Periphery Areas

City of Watertown Comprehensive Plan

Land Use Categories

	Agricultural
	Single-Family Residential - Unsewered
	Single-Family Residential - Sewered
	Two-Family Residential
	Multi-Family Residential
	Planned Neighborhood**
	Institutional
	Airport

	Rights-of-Way
	Neighborhood Mixed Use
	Planned Mixed Use*
	Central Mixed Use
	Riverside Mixed Use***
	Mixed Industrial
	Parks & Recreation
	Environmental Corridor
	Surface Water

*Each "Planned Mixed Use Area" may include mix of:
1. Office
2. Multi-Family Residential
3. Mixed Industrial
4. Commercial Services/Retail
5. Institutional
6. Parks & Recreation



***"Planned Neighborhoods" should include a mix of the following:
1. Single-Family - Sewered (predominant land use)
2. Two-family Residential
3. Multi-Family Residential
4. Institutional
5. Neighborhood Mixed Use
6. Parks & Recreation



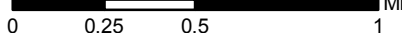
***Each "Riverside Mixed Use Area" may include mix of:
1. Office
2. Single-Family - Sewered
3. Two-Family Residential
4. Multi-Family Residential
5. Commercial Services/Retail
6. Institutional
7. Parks & Recreation



	City of Watertown
	Town Boundary
	Parcel
	Railroad
	Watertown Urban Service Area
	Watertown Long Range Growth Area

Airport Height Limitations

	Maximum Building Elevation b/t 865 and 968 ft
	Maximum Building Elevation b/t 968 and 1005 ft



Draft: August 7, 2019
Source: WisDNR, FEMA, City of Watertown, Dodge Co. LIO & Jefferson Co. LIO, V&A

VANDEWALLE & ASSOCIATES INC.
Shaping places. shaping change



NOTICE OF PUBLIC HEARING

Section 6, Item B.

Pursuant of Section § 62.23(7) of the Wisconsin State Statutes and Section § 550-141 of the City of Watertown Municipal Code, a notice is hereby given by the Common Council of the City of Watertown, Wisconsin, that a public hearing will be held on the 4th day of November, 2024 in the Council Chambers of the Municipal Building, 106 Jones Street, Watertown, Wisconsin at 7:00 P.M., or shortly thereafter, to consider the request of JML Family Properties, LLC (applicant) and Watertown Land Improvement, Inc. (owner), pursuant to Section § 550-141B(2), to rezone the parcel from Mixed Zoning to MR-10, Multi-Family Residential Zoning District. 1911 Gateway Drive is further described as follows:

Lot 1, Certified Survey Map Number 4319, as recorded in Volume 21 of Certified Survey Maps, on Pages 229-231, Document Number 1095342, Jefferson County Registry, and lands located in the southeast quarter of the Northwest Quarter of Section 16, Township 8 North, Range 15 East, City of Watertown, Jefferson County, Wisconsin; more fully described as follows:

Commencing at the North Quarter corner of said Section 16, thence S02°21'33"W along the East line of the Northwest Quarter of said Section 16, 1359.68 feet to the point of beginning; thence continuing along said East line, S02°21'33"W, 1294.07 feet to the center of said Section 16; thence N86°17'55"W along the South line of the Northwest Quarter of said Section 16, 1266.40 feet to the easterly right-of-way line of Gateway Drive, point also being the Southwesterly corner of said Lot 1, C.S.M. 4319; thence N02°15'41"E along the easterly right-of-way line of Gateway Drive, 150.05 feet to the Northwesterly corner of said Lot 1, C.S.M. 4319; thence N86°17'55"W, 45.01 feet to the West line of the Southeast Quarter of the Northwest Quarter of said Section 16; thence N02°15'41"E along said West line, 699.73 feet; thence S86°11'29"E, along the southerly line of Lot 1, C.S.M. 4318, Jefferson County Registry, 496.41 feet; thence N01°57'12"E, along the east line of said Lot 1, C.S.M. 4318, 479.96 feet to the North line of the Southeast Quarter of the Northwest Quarter of said Section 16; thence along said North line, S86°11'12"E, 336.48 feet; thence S02°15'39"W, 33.01 feet; thence S86°11'12"E, 483.38 feet to the point of beginning. This description contains 1,482,844 square feet or 34.0414 acres more or less.

All persons wishing to be heard are invited to be present. Written comments may be submitted to City Clerk Megan Dunneisen, 106 Jones Street, Watertown, WI 53094.

CITY OF WATERTOWN
Brian Zirbes
Zoning & Floodplain Administrator

BZ/nmz

PUBLISH: October 21, 2024
and
October 28, 2024

(BLOCK AD)

NOTICE OF PUBLIC HEARING

Section 6, Item C.

Pursuant of Section § 62.23(7) of the Wisconsin State Statutes and Section § 550-141 of the City of Watertown Municipal Code, a notice is hereby given by the Common Council of the City of Watertown, Wisconsin, that a public hearing will be held on the 4th day of November, 2024 in the Council Chambers of the Municipal Building, 106 Jones Street, Watertown, Wisconsin at 7:00 P.M., or shortly thereafter, to consider the request of the City of Watertown to correct numerous zoning map issues. A map of the proposed amendments is on file at the City Clerk’s Office for review 8:00 a.m. – 4:30 p.m., Monday through Friday. All persons wishing to be heard are invited to be present. Written comments may be submitted to City Clerk Megan Dunneisen, 106 Jones Street, Watertown, WI 53094.

CITY OF WATERTOWN
Brian Zirbes
Zoning & Floodplain Administrator

BZ/nmz

PUBLISH: October 21, 2024
 and
 October 28, 2024
(BLOCK AD)

96	291-0815-1041-002	29108151041002	Unknown	0	Jefferson	ROW	ROW	UN	SR-4	N	Boomer St ROW, zone to match neighborhood	CITY OF WATERTOWN	PO BOX 477 WATERTOWN WI 53094		
97	291-0815-1042-999	29108151042999	Unknown	0	Jefferson	ROW	POS	UN	GI	N	Interurban bike trailhead, zone to match neighborhood (matching industrial)	WEPCO	231 W MICHIGAN ST MILWAUKEE WI 53290		
98	N/A - ROW Bielinski										Need more information to identify parcel				
99	14-291-0915-3442-012	29109153442012	Unknown	138	HOSPITAL DR	Dodge	General Business	PMU	UN	PB	N	PUD with PB base (map clarification) - near Piggly Wiggly	138 HOSPITAL DRIVE LLC	616 GREEN RIDGE CIR WATERTOWN WI 53094	
100	14-291-0915-3442-014	29109153442014	Unknown	1301	ALLWARDT ST	Dodge	Multi-Family	MF	UN	MR-10	N	PUD with MR-10 base (map clarification) - Alwardt St. Apts	TW ALWARDT WATERTOWN LLC	W229N1433 WESTWOOD DR STE 204 WAUKESHA WI 53186	apartments
101	14-291-0915-3442-016	29109153442016	Unknown	1334	VAC MEMORIAL DR	Dodge	Vacant	PMU	UN	PB	N	PUD with PB base (map clarification) - near Piggly Wiggly	BECKER LIVING TRUST DATED JANUARY	N2730 KUTZ RD FORT ATKINSON WI 53538	outlots around Piggly Wiggly
102	14-291-0915-3442-017	29109153442017	Unknown	1330	MEMORIAL DR	Dodge	General Business	PMU	UN	PB	N	PUD with PB base (map clarification) - near Piggly Wiggly	TRIPLE P ENTERPRISES LLC	988 EDDINGTON DR SUN PRAIRIE WI 53590	outlots around Piggly Wiggly
103	14-291-0915-3442-018	29109153442018	Unknown	1300	MEMORIAL DR	Dodge	General Business	PMU	UN	PB	N	PUD with PB base (map clarification) - near Piggly Wiggly	FERIT Z LLC	108 LEONARD AVE JUNEAU WI 53039	outlots around Piggly Wiggly
104	14-291-0915-3442-019	29109153442019	Unknown	1310	VAC MEMORIAL DR	Dodge	Vacant	PMU	UN	PB	N	PUD with PB base (map clarification) - near Piggly Wiggly	ADY VENTURES LLC	120 PARK AVE BEAVER DAM WI 53916	outlots around Piggly Wiggly
105	14-291-0915-3442-020	29109153442020	Unknown	1304	VAC MEMORIAL DR	Dodge	Vacant	PMU	UN	PB	N	PUD with PB base (map clarification) - near Piggly Wiggly	ADY VENTURES LLC	120 PARK AVE BEAVER DAM WI 53916	outlots around Piggly Wiggly
106	14-291-0915-3442-021	29109153442021	Unknown			Dodge	Vacant	PMU	UN	PB	N	PUD with PB base (map clarification) - near Piggly Wiggly	ADY VENTURES LLC	120 PARK AVE BEAVER DAM WI 53916	outlots around Piggly Wiggly
107	291-0815-0613-003	29108150613003	Multiple	421	E HORSESHOE R	Jefferson	General Industrial	MI	MULTI	GI	N	PUD, only establishing Base	CLASEN QUALITY COATINGS INC	5126 W TERRACE DR ST 100 MADISON WI 53718	
108	291-0815-0741-023	29108150741023	Multiple									Parcel number doesn't exist			
109	14-291-0915-3114-026	29109153114026	Multiple			Dodge	Agriculture	PN	MULTI	RH	N		PETER MCFARLAND	N284 COUNTY ROAD K WATERTOWN WI 53098	
110	14-291-0915-3114-030	29109153114030	Multiple			Dodge	Vacant	PN	MULTI	SR-4	N		PETER MCFARLAND	N284 COUNTY ROAD K WATERTOWN WI 53098	
111	14-291-0915-3121-001	29109153121001	Multiple	1402	R W MAIN ST	Dodge	Agriculture	PMU	MULTI	RH	N		PETER MCFARLAND	N284 COUNTY ROAD K WATERTOWN WI 53098	
112	14-291-0915-3131-001	29109153131001	Multiple	1412	R W MAIN ST	Dodge	Agriculture	PMU	MULTI	RH	N		WATERTOWN DEVELOPMENT LLC	9000 W CHESTER ST #200 MILWAUKEE WI 53214	
113	14-291-0915-3134-002	29109153134002	Multiple	1402	W MAIN ST	Dodge	Agriculture	PMU	MULTI	RH	N		WATERTOWN DEVELOPMENT LLC	9000 W CHESTER ST #200 MILWAUKEE WI 53214	
114	14-291-0915-3142-006	29109153142006	Multiple	610	R WELSH RD	Dodge	Agriculture	PMU	MULTI	RH	N		WATERTOWN DEVELOPMENT LLC	9000 W CHESTER ST #200 MILWAUKEE WI 53214	
115	291-0815-1012-064	29108151012064	Multiple	430	S Concord	Jefferson	General Business	Split: TF and MF	MULTI	MR-10	N	Parcel same as number 10 Rezone to MR-10 to match FLU, CUP for nonconforming use under 550-61 (discuss with	TRACKSIDE STORAGE LLC	W360 N4905 BRAEBURN TER OCONOMOWOC WI 53066	
116	291-0815-1612-007	29108151612007	Multiple	203	AIR PARK DR	Jefferson	Multi-Family	MF	MULTI	MR-10	N		AUDUBON PARK APARTMENTS	201 AIR PARK DR WATERTOWN WI 53094	
117	291-0815-1624-000	29108151624000	Multiple	0		Jefferson	Agriculture	Split: PMU and PN	MULTI	RH	N		WATERTOWN LAND IMPROVEMENT INC	804 MC BRIDE RD MADISON WI 53704	
118	291-0815-1624-002	29108151624002	Multiple	0		Jefferson	Agriculture	PN	MULTI	RH	N		WATERTOWN LAND IMPROVEMENT INC	804 MC BRIDE RD MADISON WI 53704	
119	291-0815-1624-003	29108151624003	Multiple	1911	GATEWAY DR	Jefferson	Single-Family-Sewer	PN	MULTI	RH	N		WATERTOWN LAND IMPROVEMENT INC	804 MC BRIDE RD MADISON WI 53704	
120	291-0815-1624-004	29108151624004	Multiple	0		Jefferson	Agriculture	PN	MULTI	RH	N		WATERTOWN LAND IMPROVEMENT INC	804 MC BRIDE RD MADISON WI 53704	
121	291-0815-1624-005	29108151624005	Multiple	1919	GATEWAY DR	Jefferson	Agriculture	PN	MULTI	RH	N		WATERTOWN LAND IMPROVEMENT INC	804 MC BRIDE RD MADISON WI 53704	
122	291-0815-1631-000	29108151631000	Multiple	1923	Gateway	Jefferson	Agriculture	PN	MULTI	RH	Y	Parcel number is the same as 5 (zoned mixed and multiple) (discuss with property owner)	STEVEN D SCHLUTER TRUST	W3912 RANCH RD WATERTOWN WI 53094	
123	291-0815-1633-005	29108151633005	Multiple	1940	MARKET WAY	Jefferson	General Business	PMU	MULTI	GB	N		DAVID A FRIE	2610 N PINE CREEK RD LA CRESCENT MN 55947	
124	291-0815-1633-006	29108151633006	Multiple	0		Jefferson	Vacant	PMU	MULTI	GB	N		THOMAS FUNK	2002 AIRPORT RD WATERTOWN WI 53094	

SITE PLAN REVIEW COMMITTEE
September 9, 2024

Section 7, Item A.

The Site Plan Review Committee met on the above date at 1:30 P.M. in the Council Chambers on the second floor of City Hall. The following members were present: Brian Zirbes, Andrew Beyer of Public Works and Engineering, Doug Zweg, Maureen McBroom, Stacy Winkelman of the Streets and Solid Waste Department, Tanya Reyen and Kyle Esmeier of the Fire Department, Strategic Initiatives and Development Coordinator Mason Becker, Kristine Butteris of Park & Rec. Also in attendance were Nikki Zimmerman, Todd and Tammy Grady, Tim Sullivan of the Watertown Daily Times. Ryan Jones joined via telephone.

1. Call to Order

The meeting was called to order by Chairperson Brian Zirbes.

2. Approval of Minutes

A. Review and take action: Site Plan Review Minutes Dated June 24, 2024

Motion was made by Doug Zweg and seconded by Andrew Beyer to approve the minutes as submitted. Unanimously approved.

3. Business

A. Review and take action: 919 Charles Street – addition to First Kindergarten

This is for a 720 square foot proposed addition to the First Kindergarten building.

The following was presented by staff:

Building:	No comments
Fire:	If there is a Knox Box, it will need to get updated. If not, one needs to be installed. If there is a fire alarm system, it needs to be extended into the addition. Extinguishers and emergency lighting shall also be installed in the addition.
Stormwater:	No comments.
Engineering:	No comments.
Streets and Solid Waste:	No comments.
Parks:	No comments.
Zoning:	No comments.

Motion made and seconded to approve with contingencies that a Knox Box shall be updated or installed; if there is a fire alarm system, it would need to be extended into the addition; and extinguishers and emergency lighting shall be installed in the addition.

B. Review and take action: 1629 E. Main Street – proposed 48' x 48' storage building

This is for a proposed 48' x 48' storage structure which is being presented here since this would exceed the total square footage for a combination of accessory structures on a property under § 550-56C(1)(b)[1]; exceed the maximum height of an accessory structure under Sections § 550-83C; and be allowed exceptions to exterior construction material standards under Section § 550-121F.

Building:	No comments
Fire:	Add a second address to the property for the new building to make it clear where fire and police personnel would be going to.
Stormwater:	No comments.
Engineering:	No comments.
Streets and Solid Waste:	No comments.
Parks:	No comments.
Zoning:	No comments.

Motion made and seconded to approve with the contingency that a second address be added to the property for the new building.

4. Adjournment

Motion was made and seconded 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 they are approved.

Section 7, Item A.

PARKS, RECREATION & FORESTRY COMMISSION

MINUTES

Monday, September 16 2024

1. Call to order

The Watertown Parks, Recreation & Forestry Commission met in person on September 16, 2024. The meeting was called to order by Brian Konz. Members present: Brian Konz, Kyle Krueger, Ald. Jonathan Lampe, Jennifer Clayton, Emily Lessner, Brad Clark. Not present: Julie Chapman. Also present: Kristine Butteris, Andrea Draeger, Jeff Doyle, Ali Nicholson.

2. Review and approval of minutes:

Brad Clark motioned to approve the August 19, 2024 Parks Recreation and Forestry minutes as written. Jennifer Clayton, seconded. Motion carried.

Brad Clark motioned to approve the August 20, 2024 Senior Center Advisory Board minutes as written. Jennifer Clayton seconded. Motion carried.

3. Review and approval of financial reports

Kyle Krueger motioned to approve the July 2024 financial reports. Brad Clark seconded. Motion carried.

4. Citizens to be heard

A citizen from the Mary Knoll subdivision expressed their concerns with dogs off leash and not on designated walking trails at Brandt-Quirk Park, along with frustration with perceived lack of enforcement of this ordinance.

5. Business

Agenda item D was moved to the beginning due to citizens present.

D. Review and discuss: indoor pool swimming

Erin O'Neil and Ann Gifford were present to inquire about indoor pool schedule revisions and the potential to increase time slots for lap swimming. Kristine explained the need for swimming lessons, water exercise classes, partnership with the swim team and school district, etc. which limits the time available for other options, such as lap swimming. It was requested for Ali to work additional hours in the early morning or during the day in order to offer additional programming, which was turned down due to scheduling conflicts. Suggestions were also made to have more communication regarding schedule changes as well as promotion for open swim, classes, etc.

A. Review and take action: 2025 facility reservation policy, early park reservation list, and park reservation application

Updates to the 2025 facility reservation policies were highlighted, including the addition to obtain commission approval for early park reservation applicants every five years. The 2025 park shelter rental application was also reviewed. Ald. Jonathan Lampe motioned to approve the 2025 facility reservation documents. Kyle Krueger seconded. Motion carried.

B. Review and take action: updated 2025 fees and charges schedule

The 2025 fees and charges schedule has been updated to include non-profits within resident rates and for-profit groups within non-resident rates. Kyle Krueger motioned to approve the updated 2025 fees and charges schedule. Brad Clark seconded. Motion carried.

C. Review and take action: updated 2025 facility use contracts

The contracts have been updated to include additional information regarding field prep, emergency contacts, restroom capacity, cancellation policies, etc. Brad Clark motioned to approve the 2025 facility use contracts. Jennifer Clayton seconded. Motion carried.

6. Director's Report:

A. Parks Updates

The Riverside restrooms are nearing completion. Rip rap work is occurring at Tivoli Island and the Senior & Community Center. The streambank project at Riverside Park is continuing to dredge invasive species and prevent erosion. Dots are being painted on trees which are marked for removal by forestry.

B. Aquatics

The filtration system is mostly complete. The playground has been taken down and expected to be turned into a green space with potential yard games next year.

C. Programming - recreation

Soccer has started and football will begin soon.

D. Programming – town square

The Boo Bash will occur on October 26 and are looking for more vendors.

E. Programming – senior & enrichment

The next upcoming events are Veteran's Day and Holiday Party. The generator will be installed soon along with a new speaker and paging system. Our annual rummage sale raised almost \$2,000. Upcoming school break enrichment is being planned, including family bingo dates.

7. Adjournment – Next meeting date October 21, 2024

Brad Clark motioned to adjourn the meeting. Kyle Krueger seconded. Motion carried.



JOINT REVIEW BOARD MEETING MINUTES

TUESDAY, SEPTEMBER 17, 2024, AT 3:00 PM

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

Joint Review Board (JRB) members present: Mayor McFarland, Marc DeVries (Jefferson County), Shawna Marquardt (Madison College), Jarred Burke (WUSD), Jim Romlein (member at large)

Others present: Finance Director Stevens, Strategic Initiatives Coordinator Mason Becker, Scott Harrington (Vandewalle), Sonja Kruesel (Vandewalle)

1. Call to order. Mr. Stevens took a roll call of taxing entities; all present.
2. A request for **nominations for chair** was extended. Dr. Burke motioned to appoint Mayor McFarland, seconded by Mr. DeVries. Approved unanimously.
3. Mayor McFarland suggested Mr. Romlein be appointed as **public member at large**. Mr. DeVries motioned, supported by Dr. Burke, to appoint Jim Romlien to this position. Unanimous approval.
4. Mr. Stevens requested that Vandewalle staff provide a **general review of the explanation of Tax Increment Districts (TID)**. Mr. Harrington reviewed a TID “101” presentation.
5. An **overview of the proposed TID #9** was shared. The City proposes to create TID #9 encompassing lands near the former Bethesda campus along Hoffman Drive, commercial areas near the Church Street and Bernard Street intersection, and commercial areas near Stimpson Street and Church Street. This includes 19 parcels totaling approximately 47.1 acres and 15 acres of right-of-way, for a total of 62.1 acres. The district is proposed to be designated as a mixed-use District suitable for industrial, commercial mixed-use, and residential development which provides a TID lifespan of up to 20 years and a 15-year spending period.

If approved, the district’s creation would become effective for valuation purposes as of January 1, 2025. As of this date, the value of all existing developments would be frozen and the property taxes collected on this base value would continue to be distributed among the various taxing entities as they are now. Taxes levied on any additional value established within the district due to new construction, renovation or appreciation of property values occurring after January 1, 2025, would be collected by the TID and used to repay the costs of TIF-eligible projects undertaken within the district.

The equalized value of taxable property of the district, plus the value increment of all existing tax increment districts within the City, does not exceed 12% of the total equalized value of taxable property within the City (only 4.27%), and TID #4 (2.71%) is expected to be terminated in 2025.

Comments & Questions:

- TID #9 has overlap with TID #5.
- Why not amend TID #5? There are no surplus funds in the TID #5 account, and the spending period has a limited remainder.
- Suggested addition to project list: sidewalks on Milford St.

6. Upcoming events:

- Plan Commission hearing and approval – September 23
- City Council approval – October 21

The JRB determined to establish its next meeting for 1 pm, November 8 for its review and approval of the final TID #9.

7. **Joint Review Board adjournment.** Mr. Romlein moved, seconded by Mr. DeVries, to adjourn the Joint Review Board meeting. Carried by unanimous voice vote.

Respectfully submitted,

Mark Stevens, Finance Director

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

**PLAN COMMISSION
MINUTES
September 23, 2024**

The Plan Commission met on the above date in the Council Chambers.

The following members were present: Mayor McFarland, Alderman Blanke, Beyer, Konz, Krueger, Lampe, Talaga (virtual left at 5:21), Zirbes

Also in attendance: Sonja Kruesel and Scott Harrington of Vandewalle & Associates, Mason Becker, Todd Grady, Tammy Grady, Lois Grady, Ronald Schwantes, Margaret Schwantes, Steve Board, David Schroeder, and Lacey Hastings

1. Call to order (4:33pm)

2. Approval of Minutes

A. Plan Commission minutes August 26, 2024

B. Plan Commission minutes September 9, 2024

Motion to approve both Plan Commission minutes was made by Lampe and seconded by Konz, passed on unanimous voice vote.

3. Business

A. Public Hearing: 1629 E. Main Street request for a Conditional Use Permit for a storage shed which would exceed a total of 1,000 square feet allowed for a combination of accessory structures on a property under Section 550-56C(1)(b)[1]; exceed the maximum height of an accessory structure under Sections 550-83C; and be allowed exceptions to exterior construction material standards under Section 550-121F

No public comment.

B. Review and take action: 1629 E. Main Street request for a Conditional Use Permit for a storage shed which would exceed a total of 1,000 square feet allowed for a combination of accessory structures on a property under Section 550-56C(1)(b)[1]; exceed the maximum height of an accessory structure under Sections 550-83C; and be allowed exceptions to exterior construction material standards under Section 550-121F

Brian Zirbes presented the request for a CUP for 1629 E. Main Street to construct a 1,000 square foot storage shed.

Motion to approve with the conditions that the building height not exceed 22 feet and the exterior building materials be two toned in nature was made by Konz, seconded by Lampe and passed on a unanimous voice vote.

C. Public Hearing: TID 9 Project Plan and Boundary

No public comment.

D. Review and make recommendation to Common Council: TID 9 Project Plan and Boundary

Sonja Kruesel and Scott Harrington of Vandewalle & Associates presented the proposal to create TID 9. There were 4 conditions noted in the TID 9 resolution as follows:

1. The project plan and boundary for Tax Increment District #9 in the form attached hereto as Exhibit "A" are hereby approved in accordance with Wis. Stats. § 66.1105(4)(h)1.
2. Such project plan for Tax Increment District #9 is financially feasible.
3. The project plan for Tax Increment District #9 is in conformity with the Comprehensive Plan of the City of Watertown, as well as other policies and laws of the City of Watertown.
4. That only whole parcels are included within Tax Increment District #9 and that all parcels are contiguous and not connected only by railroad rights-of-way, rivers or highways.

Motion to make a positive recommendation to the Common Council with the conditions as noted was made by Konz, seconded by Lampe and passed on a unanimous voice vote.

E. Review and take action: Reichart Lane Extraterritorial Certified Survey Map (CSM)

Brian Zirbes presented the request for a 3 mile extraterritorial plot, it is not in the airport protection zone nor is it designated for an expanded right of way.

Motion to approve was made by Blanke, seconded by Krueger and passed on a unanimous voice vote.

F. Discussion Only: Future Land Use Designations for 121-125 N. Water Street and 100-104 E. Division Street

Brian Zirbes brought the request from David Schroeder to the Plan Commission to discuss the future land use of the noted properties. David Schroeder was present to discuss the current zoning of these two locations of central business and general business and the limits that puts on the ability to attract a developer for those sites.

The commission had a discussion on the sites and consensus was to give as much flexibility to the developer as possible.

G. Review and take action: Zoning Map Corrections Project – Vandewalle

Sonja Kruesel of Vandewalle & Associates presented the zoning map cleanup of approximately 125 parcels throughout the city. This is a cleanup of errors that have occurred over time through various instances that caused zoning misalignment. As part of the process no fees will be incurred by property owners who's rezoning would normally require a fee.

H. Initial Review and Schedule Public Hearing at Common Council: 1911 Gateway Drive – Comprehensive Plan Amendment request to change the Future Land Use (FLU) designation from Planned Mixed Use and Planned Neighborhood FLU to Multi-Family FLU

Brian Zirbes presented the request for a public hearing for November 4th.

Motion was made to set the public hearing date for November 4th by Lampe, seconded by Krueger and passed on a unanimous voice vote.

I. Initial Review and Schedule Public Hearing at Common Council: 1911 Gateway Drive – rezoning request from Multiple/Mixed Zoning to Multi-Family Residential MR-10

Brian Zirbes Brian Zirbes presented the request for a public hearing for November 4th.

Motion was made to set the public hearing date for November 4th by Lampe, seconded by Krueger and passed on a unanimous voice vote.

All materials discussed at this meeting can be found at:

<https://cms4files.revize.com/watertownwi/September%2023,%202024%20PC%20Packet.pdf>

4. Adjournment

Motion to adjourn was made by Lampe and seconded by Konz and passed on a unanimous voice vote.
(5:37pm)

Respectfully Submitted,

Alderman Brad Blanke



FINANCE COMMITTEE MEETING MINUTES – 2025 BUDGET

TUESDAY, OCTOBER 01, 2024, THROUGH THURSDAY, OCTOBER 10, 2024

MUNICIPAL BUILDING – 106 JONES STREET, WATERTOWN, WI 53094

Tuesday, October 01

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

Others present: Finance Director Stevens, Attorney Chesebro, Chief Brower, Alder Board, Health Director Quest, Zoning Administrator Zirbes, Tim Hayden

Attending via Zoom: Chief Reynen, Street Operations Manager Winkelman, Park/Rec Director Butteris, Mason Becker, other employees

1. Call to order: Mayor McFarland called the meeting to order at 6:01 p.m.
2. A job offer was recently made to Michael Dauer-Jacek as building inspector at G/S M3 [\$35.67/hr]. The applicant is interested in accepting the position but has asked for G/S M4 [\$36.63/hr] and an additional week of vacation. A motion was made by Ald. Davis, seconded by Ald. Bartz to approve, and unanimously approved.
3. **2025 Budget Presentation**
 - Mayor McFarland provided an **overview of the budget creation process** (established goals with Leadership Team and Finance, updated/presented five-year capital plan, reviewed pay rate incorporation, met with department heads, adjusted requests). The mayor's goal was to find a balance between meeting goals and responsibilities with a modest impact on tax levy if needed to achieve that.
 - **Presentation highlights:**
 - No increase in general fund tax levy
 - The proposed increase in expenditures is less than the 3.4% ERP maximum for Watertown
 - Overall General Fund expenditure increase is 3.3%
 - Fund balance will be utilized with approximately \$1 million. The estimated unassigned fund balance as of 12/31/24 is 32.7%. The estimated unassigned fund balance as of 12/31/25 is 26.2%.
 - Fund 05 borrowing: \$4.25M, including \$750,000 for Rock River Ridge infrastructure (2024: \$3.12M; 3-yr ave: \$3.3M)
 - Debt levy increases from \$4,900,000 to \$5,300,000
 - **2025 Operational Goals:**
 - Invests in the strategic planning and maintenance of our city buildings
 - Proactively maintains and improves our parks and infrastructure to ensure safety, quality, and equity
 - Supports employee retention and growth, while also evaluating operations and the associated staffing
 - Fosters community growth by assessing opportunities, stakeholder input, environmental needs, and modern code and policy priorities
 - Maintains a safe and healthy community, with an eye toward future needs and trends

- **Debt [Fund 04]:** Finance Director Stevens reviewed the projected payment schedule of principal and interest.
 - **Capital Improvements [Fund 05]:** Finance Director Stevens reviewed the projects list that would require \$4.25M in General Obligation borrowing.
4. Adjournment. Ald. Moldenhauer moved to approve to adjourn at 6:58 pm, seconded by Ald. Davis, and carried by unanimous voice vote.

Monday, October 07

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

Others present: Finance Director Stevens, Attorney Chesebro, Water Systems Manager Hartz, Media Coordinator Famularo, Mason Becker, Lisa Schwartz

1. Call to order: Mayor McFarland called the meeting to order at 4:34 p.m.
2. A motion was made by Ald. Davis, seconded by Ald. Bartz, to approve the minutes of the September 23 meeting. Unanimously approved.
3. The Transit Commission has recommended that the City exercise its ability to enter a contract for **year five with Passenger Transit Inc**, beginning January 1, 2025, through December 31, 2025. Ald. Bartz moved, supported by Ald. Moldenhauer to approve this addition to the existing contract for 2025. Unanimously approved.

Ald. Bartz presided as Finance Committee chair over budget presentations and discussion for the remainder of the meeting.

4. **2025 budget** proposal discussion: **General Government** (Common Council, Mayor, Human Resources, Employee Benefits, Municipal Court, Attorney, Media Services/Communications, Information Technology, Finance, Elections, Assessor, Audit, Property/Liability Insurance) and **Public Service Enterprises**
5. **2025 budget** proposal discussion: **Other Funds** (Economic Development [60], TIDs [Funds 08, 09, 10, 19, 23, 30], Riverfest [12], Transit [13], Tourism [22], Non-recurring Grants [24], Fiber Optic [25], CDB Housing [65]
 - A. **Economic Development:** The committee agreed that the General Fund Contribution to this fund should be linked to the full compensation of the Development Coordinator.
6. Adjournment. Ald. Lampe moved to approve to adjourn at 6:23 pm, seconded by Ald. Davis, and carried by unanimous voice vote.

DATE	Account	Name	Original	Modified	Impact to Fund 01 Bottom Line	First	Second
10/7/2024							
Pg 7	01-51-31-52	Econ Devlpmnt Contribution	85,000	89,000	(4,000)		
Pg 11	01-51-81-56	Contingency Fund	95,000	91,000	4,000	Lampe	Bartz
Pg 97	60-40-04-03	Contribution from General Func	(85,000)	(89,000)	-----		

Wednesday, October 09

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

Others present: Finance Director Stevens, Chief Brower, Health Director Quest, Park/Rec Director Butteris, Chief Reynen, Library Director Checkai, Chris Koppes (Library board chair)

1. Call to order: Finance chair Bartz called the meeting to order at 4:33 p.m.
2. **2025 budget** proposal discussion: **Health** (Public Health, Environmental Health [14], Health Emergency Preparedness [15], Seal-a-Smile [18])
3. **2025 budget** proposal discussion: **Other Services** (Humane Society)
4. **2025 budget** proposal discussion: **Public Safety** (Police, Crossing Guards, Dispatch Center, Municipal Building, Fire, Emergency Government)
 - A. **Fire:** Chief Reynen recently reviewed the current year's costs in the Computers & Software account and requested an increase to this account.
5. **2025 budget** proposal discussion: **Culture, Education, Recreation** (Library, Library Operations [11], Library Trust [20], Recreation, Pools, Senior/Community Center, Parks, Forestry, Parks Development [07], Town Square Future Fund [26]
 - A. **Recreation Admin:** Park/Rec Director Butteris requested an increase in Rec Admin Supplies & Expenses, citing an increased use of the facilities comes with an increased cost in paper products.
 - B. **Park Department:** Park/Rec Director Butteris indicated that the Park, Recreation & Forestry Commission had approved an increase in part-time wages to incentivize returnees from one year to the following, so a request to reinstate the requested PT Wages was made. Mr. Stevens suggested a partial source of funding by reducing the Capital Outlay due to the approved intended use that could afford a \$1000 reduction.
 - C. **Developer Parks:** When evaluating the Capital Improvements Projects, a reminder of the unfunded request of 2024 for the Riverside Park master plan prompted the Finance Committee to add this to the 2025 spending plan of Fund 07.
 - D. **Park:** The Finance Committee approved the addition of the Brandt Quirk irrigation repairs onto the Capital Projects budget.
6. **2025 budget** proposal discussion: follow-up from prior meetings
 - A. Unrelated directly to the budget, there were questions regarding the contractor that provides the **shared transit services**. Their drivers are subjected to random drug testing, a federal requirement for this program. In addition, the Transit Commission is provided quarterly vehicle maintenance reports.
 - B. Finance Director Stevens shared the methods he has determined for the assignment of Administrative Management, Support, Overhead (**AMSO**) to the **TID accounts**. The Committee agreed to his approach.
 - C. Reports were received to modify **State payments** for services to state facilities, General Transportation Aids, and Connecting Highways Aids. The revenue accounts on page 1 [01-42-73-xx] have been updated.

D. An updated quote for **COBRA administrative services** from EBC was received. The actual annual cost for 2025 will be \$1,856, inclusive of setup, participant takeover, monthly administration, new hire and termination notifications, premium billing. The Finance Committee agreed the nominal cost was worth the compliance assurance.

7. Adjournment. Ald. Lampe moved to approve to adjourn at 6:51 pm, seconded by Ald. Moldenhauer, and carried by unanimous voice vote.

DATE	Account	Name	Original	Modified	Impact to Fund 01 Bottom Line	First	Second
10/9/2024							
Pg 1	01-42-73-51	Services to State Facilities	(2,711)	(2,617)	(94)	WI notifications arrived	
	01-42-73-64	State Aid- General Transprttn	(986,477)	(1,016,131)	29,654		
	01-42-73-65	State Aid- Connecting Hwy	(60,891)	(71,399)	10,508		
Pg 14	01-51-95-4x	COBRA Admin	-	1,856	(1,856)	Lampe	Davis
Pg 11	01-51-81-56	Contingency Fund	91,000	89,144	1,856		
Pg 17	01-52-31-28	FD Computers & Software	35,000	40,000	(5,000)	Lampe	Davis
Pg 11	01-51-81-56	Contingency Fund	89,144	84,144	5,000		
Pg 26	01-55-20-18	Rec Admin Supplies & Exp	6,000	7,045	(1,045)	Lampe	Davis
Pg 11	01-51-81-56	Contingency Fund	84,144	83,099	1,045		
Pg 28	01-55-41-16	Park Dept PT Wages	30,000	32,480	(2,480)	Davis	Moldenhauer
	01-55-41-60	Park Dept Capital Outlay	5,000	4,000	1,000		
Pg 11	01-51-81-56	Contingency Fund	83,099	81,619	1,480		
Pg 64	07-58-11-15	Developer Parks Improvements	76,500	141,500	-----	Bartz	Moldenhauer
Pg 61	05-55-41-70	Park Cptl: BQ irrigation rpr	-	20,000	-----	Lampe	Moldenhauer
Pg 59	05-48-20-20	Capital Borrowing	(4,250,000)	(4,270,000)	-----		

Thursday, October 10

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

Others present: Finance Director Stevens, Public Works Director Beyer, Streets Operations Manager Winkelman, Water Systems Manager Hartz, Zoning Administrator Zirbes, Krys Brown, Maureen McBroom, Tim Hayden

1. Call to order: Finance chair Bartz called the meeting to order at 4:30 p.m.
2. **2025 budget** Proposal discussion: Public Works (Building/Safety/Zoning, Planning, Engineering, annual infrastructure [part of Fund 05], Street Division, Solid Waste [17], Stormwater [16], Airport, Water [03], Wastewater [02])
3. **2025 budget** proposal discussion: **follow-up** from prior meetings
 - A. **Public Service Enterprises:** After review, the committee determined to not lower the current support levels of any organization.
 - B. **Capital Improvement:** A correction in the transposition of amounts in two accounts [05-58-11-37 and 05-58-11-69] was made. A decision was made to return funding for playground equipment replacements to the spending plan.

4. 2025 budget adoption

- A. We started with a contingency fund of \$95,000 and adjustments have reduced the balance to \$81,619. Utilizing the limits imposed under the Expenditure Restraint Program, Finance Director Stevens requested the **Contingency Fund** be **modified to \$85,000**.
- B. The committee reviewed the General Fund tax levy. After a conversation on a different scenario that would increase the levy, it was agreed to present **no change to the General Fund levy of \$10,460,000**. The projected net decrease to the General Fund fund balance is <\$993,845>, which would lower the **unassigned fund balance to 26.2%** of the annual expenditures budget, within the 20%-30% targeted range.

The **Debt levy** that has been proposed includes an **increase from \$4.9M to \$5.3M** for 2025 to adhere to the principal and interest debt management schedules of General Obligation debt.

A motion was made by Ald. Lampe, supported by Ald. Davis, to **pass the modified budgets of Funds 01 and 04** onto the Council for its approval. The 2024 increase of \$60,000 was the lowest increase in this past decade. And 2025 has no increase. Approved by unanimous voice vote.

Ald. Lampe moved, seconded by Ald. Davis, to **pass the modified budgets of all other funds** that have no tax levy requests onto the Council for its approval. This was approved by unanimous voice vote.

- 5. **Adjournment.** Ald. Moldenhauer moved to approve adjournment at 5:48 pm, seconded by Ald. Lampe, and carried by unanimous voice vote.

DATE	Account	Name	Original	Modified	Impact to Fund 01 Bottom Line	First	Second
10/10/2024							
Pg 30	01-57-11-56	Rock River Community Clinic	3,000	5,000	(2,000)	Lampe	Bartz
	01-57-11-58	Wttn Family Ctr/Connections	3,000	5,000	(2,000)		
Pg 62	05-58-11-37	River Walkway Repairs	60,000	100,000	-----	Correction in Transposition of Amounts	
	05-58-11-69	St: Labaree St design	60,000	70,000	-----		
	05-58-11-69	St: N. Church St sidewalk design	300,000	155,000	-----		
Pg 59	05-48-20-20	Capital Borrowing	(4,270,000)	(4,175,000)	-----		
Pg 61	05-55-41-70	Park: playground replacements	-	75,000	-----	Davis	Bartz
Pg 59	05-48-20-20	Capital Borrowing	(4,175,000)	(4,250,000)	-----		
Pg 11	01-51-81-56	Contingency Fund	81,619	85,000	(3,381)	Davis	Bartz
	Subtotal of Changes				32,687		
Pg 5	01-49-99-16	Tax Levy	(10,460,000)	(10,460,000)	-	No change	
	Subtotal of Changes				32,687		
	Mayor's Original Budget				(1,026,532)		
	Finance Com Budget (Impact to Fund Balance)				(993,845)		

Respectfully submitted,

Mark Stevens, Finance Director

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

**City of Watertown
Public Works Commission Meeting
October 8, 2024**

Agenda

1. Call to Order by Alder Board at 5:30 PM. Alders Bartz, Wetzel, Smith, and Board, and Commissioner Thompson present.
Also present were Andrew Beyer, Public Works Director; Peter Hartz, Water Systems Manager; Mark Stevens, City Finance Manager; Stacy Winkelman, Operations Manager DPS; Maureen McBroom, Stormwater Manager; Fire Chief Tanya Reynen; Richie Piltz, Project Manager; Brian Roemer and Ariana Schmidt of Ehlers & Associates; and Robert Stocks; .
2. Comments and Suggestions from Citizens Present
 - A. None received.
3. Review and Approve Minutes
 - A. Public Works Commission minutes from September 24, 2024
 - i. Motion by Wetzel, supported by Thompson, to approve minutes as corrected.
Motion carried unanimously.
4. Business
 - A. Review and take action: Request to Remove Garbage/Recycling Charges at 201 S. Montgomery Street.

Motion by Smith, supported by Bartz, to authorize removal of the Garbage/Recycling charges at 201 S. Montgomery Street.

Passed unanimously.
 - B. Review and take possible action: Award 2028 Main Street Water & Sanitary Sewer Design Project to Robert E. Lee & Associates, Inc. for \$57,200

Motion by Thompson, supported by Smith, to accept the award of contract to Robert E. Lee & Associates for the 2028 Main Street Water & Sanitary Sewer Design Project for \$57,200.

Motion carried.
 - C. Review and take action: Approval of Change Order #3 for #13-24 Yard Waste Site Biofilter Construction: CJP Excavating LLC for \$16,260.72.

Motion by Smith, supported by Thompson to approve the Change Order #3 for #13-24 Yard Waste Site Biofilter Construction: CJP Excavating LLC for \$16,260.72.
Approved unanimously.
 - D. Review and take action: Approval of Change Order No. 2 for #5-24 2024 Storm System Cleaning & Televising: New Restoration and Recovery Systems, LLC dba Aqualiis for \$14,311.01.

Motion by Smith, supported by Wetzel, to approve the Change Order No. 2 for #5-24 2024 Storm System Cleaning & Televising: New Restoration and Recovery Systems, LLC dba Aqualiis for \$14,311.01. Motion approved unanimously.

E. Review and take possible action: Sidewalk repair order for 200 S. Third Street.

Motion by Smith, supported by Thompson to authorize the sidewalk repair order for 200 S. Third Street.

Motion carried.

F. Review and take action: Additional 2024 Street Resurfacing.

Motion by Smith, supported by Thompson to add resurfacing of S. Ninth Street – Clyman to Western Avenue; E. Milwaukee Street – S. Third Street to S. Fourth Street; and Spring Street – S. Fourth Street to S. Fifth Street; to the 2024 Resurface Program.

Motion Carried.

G. Review and take action: Change Order No. 2 with Payne and Dolan, Inc. for \$52,588.50.

Motion by Wetzel, supported by Bartz to approve Change Order No. 2 with Payne and Dolan, Inc. for \$52,588.50 for the 2024 Resurface Program.

Motion Carried.

H. Review and take possible action: Presentation by Ehlers & Associates 2024 Water Rate Study progress and summary of phase 1 findings.

Brian Roemer, Senior Municipal Advisor for Ehlers & Associates presented their findings from their Phase I study for a water rate case application to the PSC.

Motion by Bartz, supported by Wetzel to move forward with Phase II to file a conventional rate case application for test year 2025, in preparation for 2025 SDWFL.

Motion Carried.

I. Review and take possible action: Fire Department construction – essential equipment quotes for new Fire Station.

Motion by Bartz, supported by Wetzel to authorize purchase of the Phoenix G2 Alerting System via Gencom; Gencom Station Radios; Baycom Access Control; Camera Corner AV Equipment; Digicorp Cameras; and Convergent Solutions applied to the FFE budget for the new Fire Station, totaling \$511,970.07.

Motion Carried

5. Adjournment

A. Motion by Wetzel, seconded by Thompson to adjourn. Motion carried unanimously.

Meeting closed at 6:54 PM.

Respectfully submitted by Steve Board, chair.

The following Tourism Commission members were present via Zoom Meeting or in person at Watertown City Hall. Commission Members present; Conrad Talaga, Cheryl Mitchell, Courtney Krause, Melissa Lampe, Steven Board Also present; Chamber of Commerce Executive Director Bonnie Hertel and Tourism Director Robin Kaufmann.

1. The meeting was called to order by Conrad Talaga at 8:00 a.m.
2. Review & Approve September Minutes. Motion to approve the minutes was made by Steven Board and seconded by Melissa Lampe. The Commission voted to approve the minutes.
3. Old Business:
 - a. Approve Financial Report: Motion to approve the September financials was made by Steven Board and seconded by Courtney Krause. The Commission voted to approve the financials.
 - b. Marketing Plan – review and act on marketing plan.
 1. Visitor Guides – Will be noted in discussion on the 2025 Visitor Guide proposal
 2. Ad opportunities –
No new updates
 - c. Review and take possible action on mural restoration projects – Nothing new to report at this time
 - d. Discuss Hotel stay updates: August final occupancy nationally 66.9%, Southern Wisconsin 65.9% and local market 54.6%. September approximate occupancy 65.42% and local market 53.7%. September weekends were at higher occupancy than 2023. The first half of October had very good weather and construction business wasn't halted. November is forecasted to be busier than 2023.
4. New Business
 - a. Discussion and take possible action on how tourism can assist the downtown during construction. Hold city commission meetings at downtown businesses where possible to help raise awareness. Help downtown businesses with their marketing to potential customers. Continue to highlight the affected businesses on the social media platforms. Go door to door and ask what can help individual businesses the most. Signage near the detour signs on Hwy 16/19. Adding advertisements for downtown shops on the I-94 billboard.

Conrad Talaga made a motion to approve \$1,000 per month for three months, and \$500 for graphics/printing costs, for a total of \$3500 to purchase space on a billboard if one is available near by the official detour signs. Steven Board seconded and the commission voted to approve the funds.
 - b. Discuss and take possible action on 2025 Watertown Tourism Guide proposal. Jennifer Creative proposes a 2025 guide that uses the same concept as the 2024 guide. She will handle advertisers, production and distribution of the guide. A motion to approve the proposal was made by Melissa Lampe and seconded by Courtney Krause. The commission voted to approve the proposal.
 - c. Discuss and take possible action on 2025 budget. The budget is submitted to the Chamber of Commerce in December. Further discussion is tabled until the November meeting.
 - a. Discussion and take possible action on Jefferson County Tourism commitment – Not all communities are participating equally in efforts to promote Jefferson County tourism efforts resulting in a disproportionate allocation of duties to a few Board members. Until the group evaluates their mission and tourism efforts, the Watertown Tourism Director would like to resign from the Jefferson County Tourism board. The Tourism Commission will revisit the Tourism Director's job description which may need to be updated. Steven Board made a motion to approve the Tourism Director's resignation.

from the Executive Board of JC Tourism and Melissa Lampe seconded the motion. The motion is contingent on the potential updating of the participation requirement in the Tourism D Section 7, Item G. description.

- b. Review Manager’s report of previous month’s task – report attached.
- c. Commission members’ report - The play “Mouse Trap” will take place at Maranatha 11-14 to 11-16. Events: Saturday 10/12 “Trunk or Treats” and “Detour Day” to help support Main Street businesses. Jingle Bell on the Rock at Bentzien Town Square 12/7, Play at the Octagon House starting 11/30- 12/1, Downtown businesses will participate in Watertown Window Wonderland.

Adjournment – Motion to adjourn the meeting at 9:03 a.m. was made by Conrad Talaga and seconded by Melissa Lampe

Agenda items:

A reminder from Robin to have all requests for additions to the next meeting’s agenda to her by Tuesday, the week before the meeting.

The next meeting will be at 8:00 am November 14 2024, via Zoom or you may attend in person at Watertown City Hall

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

Submitted by,
Cheryl Mitchell, Secretary

Manager’s Report – September

Social Media Report

September

Facebook: 95 new followers (Post reach 134,297)

Visitwatertownwi.com: 2739 Users – 4682 views

Instagram: 1118 followers

- Regularly posted to social media (Watertown, Jefferson County, Riverfest)
- Represented Tourism at Wake up Watertown
- Attended Main Street Promotions Committee meeting
- Represented Tourism at Collaboration Group meeting
- Updated event dates on visitwatertownwi.com
- Attended Jefferson County Tourism meeting
- Began planning Jingle Bell on the Rock in partnership with Watertown Main Street and City of Watertown
- Attended Bentzin Family Town Square Committee meeting
- Began marketing campaign for extended bridge closure
- Began Leadership Watertown class
- Began planning Watertown Riverfest 2025
- Visited businesses/events to take photos for future promos:
 - o Interurban Trail
 - o Jordy’s Steakhouse ribbon cutting

**PLAN COMMISSION
MINUTES
October 14, 2024**

The Plan Commission met on the above date in the Council Chambers.

The following members were present: Mayor McFarland, Alderman Blanke, Beyer, Konz, Krueger, Lampe, Talaga, Zirbes

Also in attendance: Tom Borke, Joshua Schuett, Kelvin Buske, John Donovan, Steve Schluter, and Mason Becker

- 1. Call to order (4:31pm)**
- 2. Approval of Minutes**

A. Plan Commission minutes September 23, 2024

Motion to approve Plan Commission minutes from September 23rd was made by Lampe and seconded by Konz, passed on unanimous voice vote.

3. Business

A. Public Hearing: 321 Front Street – Request for a Conditional Use Permit (CUP) for a garage addition that exceeds 1,000 square feet under Section 550-56C(1)(b)[1]

No public comment.

B. Review and take action: 321 Front Street – Request for a Conditional Use Permit (CUP) for a garage addition that exceeds 1,000 square feet under Section 550-56C(1)(b)[1]

Brian Zirbes presented the request for a CUP for 321 Front Street to construct a 1,382 square foot garage. The maximum lot coverage for accessory structures in this zoning district is 10% which would be a maximum of 2,500 sq. ft. for this property. The size is under the 10% rule and is permissible.

Motion to approve with no conditions was made by Lampe, seconded by Konz and passed on a unanimous voice vote.

C. Review and take action: N7510 Little Coffee Road Extraterritorial Certified Survey Map (CSM)

Brian Zirbes presented the request for the CSM noting that this is mainly to correct an oversight from 2002 where the CSM was not submitted for approval at that time.

Motion to approve with no conditions was made by Beyer, seconded by Lampe and passed on a unanimous voice vote.

D. Review and take action: N8497 County Road D Extraterritorial Certified Survey Map (CSM)

Brian Zirbes presented the request for the CSM noting that this is in the airport protection zone and the elevation has been noted on the CSM, there is also an expanded right of way requirement and that has also been dedicated on the CSM.

Motion to make approve with no conditions was made by Blanke, seconded by Konz and passed on a unanimous voice vote.

E. Review and take action: Hunter Oaks Enclave Certified Survey Map (CSM)

Brian Zirbes presented the request for a 4 lot CSM for a portion of the Hunter Oaks subdivision noting that this is part of the forthcoming plat reflecting the changes in lot size from 8,000 sq. ft. to 4,600 sq. ft. the front and side yard setbacks have also been reduced. The airport protection elevations are also listed on the CSM.

Motion to approve was made by Blanke, seconded by Lampe and passed on a unanimous voice vote.

F. Review initial resolution and make recommendation to Council: Belmont Drive Discontinuance of Public Way

Motion to send initial resolution to the common council with a positive recommendation was made by Blanke, seconded by Konz and passed on a unanimous voice vote.

G. Review public hearing comments and make recommendation to Council: Chapter 550 Text Amendments

There were no comments from the public hearing to review.

Mr. Krueger expressed concern with adding additional permitting where it was not previously required. He offered an amendment stating that amendment 1 would read, exterior storage established after December 31, 2024 shall abide by the requirements, Lampe seconded this amendment and it was passed unanimously.

Mrs. Lampe expressed some concerns with amendment 3 regarding signage and proposed an amendment to prohibit internally illuminated signs for institutional uses in residential zoning districts, seconded by Talaga with the language that it go into effect after December 31, 2024 and passed unanimously.

Motion to make a positive recommendation to the common council with the noted amendments was made by Lampe, seconded by Blanke and passed on a unanimous voice vote.

H. Initial Review and Schedule Public Hearing: Zoning Map Corrections – Vandewalle

Brian Zirbes presented the request for a public hearing for November 4th.

Motion was made to set the public hearing date for November 4th by Konz, seconded by Krueger and passed on a unanimous voice vote.

All materials discussed at this meeting can be found at:

<https://cms4files.revize.com/watertownwi/October%2014,%202024%20PC%20Packet.pdf>

4. Adjournment

Motion to adjourn was made by Beyer and seconded by Mayor McFarland and passed on a unanimous voice vote. (4:59pm)

Respectfully Submitted,

Alderman Brad Blanke



TOWN SQUARE PROGRAMMING COMMISSION AGENDA
WEDNESDAY, OCTOBER 16, 2024 AT 12:00 PM
514 S. FIRST STREET, WATERTOWN ROOM

Virtual Meeting Info: <https://us06web.zoom.us/join> Meeting ID: 563 709 0828 Passcode: 53094 One tap mobile +16469313860

1. **Call to order – 12:03pm by Zimmerman (present: Hertel, Kaufmann, Purtell, Zimmerman, Schneekloth, Butteris, Juhl. (Not Present: Bartz, Konz)**
2. **Review and approval of minutes**
 - A. Review and Approve Minutes from September 18, 2024 **Purtell motion, Schneekloth second**
3. **Review and approval of financial reports – Hertel motion, Kaufmann second – all approved**
4. **Citizens to be heard**
No one present
5. **Business**
 - A. Review and take action: new advertising policy for non-city sponsored events – review and bring back ideas in November. Kaufmann – does this include all city sponsored events? – clean up and put on – policy for only events held in the BFTS.
 - Hertel – new kiosk – how to change out? Do we want to offer to non-city sponsored events? – better laminating sheets so they do not start looking bad
 - Keep an eye on the kiosk
 - Zimmerman – Signage up only during events
 - Juhl to send out the current sign ordinance...
 - B. Review and take action: final concessions pricing for 2025 – we are not going to make any changes for next year. Motion: Purtell, Schneekloth second
 - C. Review and take action: 10/31 Special Event List for 2025 – Hertel motion, Purtell second – motion carries. List will be sent to PSW and City Clerk
 - D. Discuss: upcoming improvement projects, priorities and funding –
 - Fund future fund
 - Cover on upper pergola
 - Sunshade on stage
 - Wrap trailer
 - Grant for piped in music BFTS - \$10,000...
 - Insurance on 501c3 rainout policy/directors and members insurance...
 - Zimmerman asked Juhl to set up a google form for priority of projects
6. **Event Coordinator's report**
 - A. Coordinators Report for October 2024
7. **Adjournment – Kaufmann motion, Hertel second.**

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

TOWN SQUARE PROGRAMMING COMMISSION AGENDA
WEDNESDAY, SEPTEMBER 18, 2024 AT 12:00 PM
514 S. FIRST STREET, BRANDENSTEIN ROOM

Virtual Meeting Info: <https://us06web.zoom.us/join> Meeting ID: 563 709 0828 Passcode: 53094 One tap mobile +16469313860

1. Call to order at 12 Noon

- In attendance: Hertel, Zimmerman, Bartz, Konz, Kaufmann, Juhl, Butteris by phone

2. Review and approval of minutes

- A. Town Square Programming minutes from August 21, 2024
- Bartz motioned to approve and Zimmerman 2nd

3. Review and approval of financial reports

- A. Review and approve: Financial Reports
- Hertel motioned to approve, Kaufmann 2nd
 - Discussed adding band shelter cover to capital outlay for 2025

4. Citizens to be heard

Each individual who requests to address the Council will be permitted up to three minutes for their comments.

- John Kattish in attendance and Tim Sullivan from WDT

5. Business

- A. Discuss and approve: new concessions in parks fees for 2025 for Beer Vendors

- Discussed that both food and beer vendors suffered from lower sales this year and that it may be hard to get them to return since the profit was considerable smaller this past summer. The decision was to try one more summer to have the current concessions pricing of \$300/\$75 for food vendors and \$250 for the beer sales non-profits through programming of 2025. Zimmerman motioned and Bartz 2nd. I will add to the next month's agenda to confirm this IS what we want to do and move forward with the suggestions. Will decide if anything needs to be presented to the parks board.

- B. Discuss: Food Truck Frequency for 2025

- Due to the fact that the Monday food trucks have been slow this summer, it was recommended maybe moving to a different day of the week and the change the frequency. Konz recommended doing more partnering with local businesses to encourage said businesses to host appreciation type events with the food trucks in mind while keeping them also open to the public. Zimmerman mentioned maybe just have the trucks present when there are events already happening. Butteris thought we should try again with Monday's and give it one more year. After discussion we will have Monday food trucks with the change of hours and frequency. Monday's from 5-8pm and 2x per month as well as at already schedule events when appropriate.

6. Event Coordinator's report

- A. Review and Discuss: Coordinators Report

7. Adjournment

- Hertel motioned, Zimmerman 2nd

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

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

City sponsored special events 2025

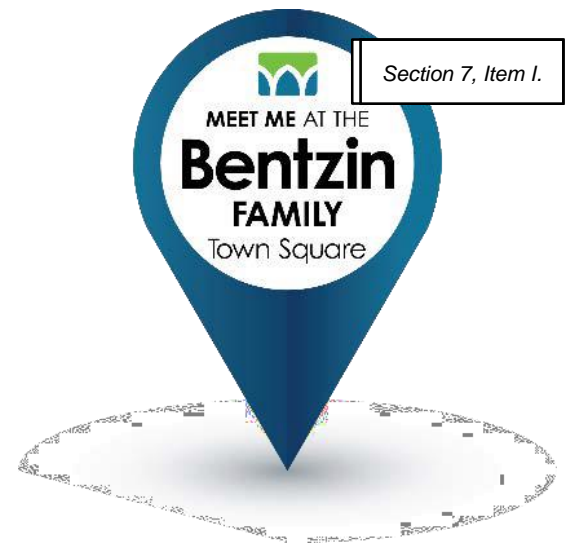
Jan 19: snowman building contest
Jan date TBD: Tractor Beer Crawl
March 15: Lucky Leprechaun
April 12: Scavenger Hunt (snow date 4/26)
May 31: Birthday Event (Sat 6-9)
June 12: Thursday Night Market (5-8)
June 16: Monday Food Trucks Mon
June 21: Concert Series (Sat 6-9)
June 22: Paint Class (rain date 6/29)
July 10: Thursday Night Market (5-8)
July 13: Kids Fest (Sun 11-3)
July 18 & 19: Concert Series (Sat 6-9)
July 21: Food Truck Monday
July 26: Event TBD - Open Mic?
July 27: Paint Class (rain date 8/3)
Aug 18: Food Truck Monday
Aug 23: Watertown Brigade Band/ Bucky Badger Band ?
Aug 24: Paint Class (Rain Date 9/7)
Aug 28: Thursday Night Market (5-8)
Sept 6: Concert Series (Sat 6-9)
Sept 14: Packers Party Tentative
Sept 15: Food Truck Monday
Sept 20: Badger Part Tentative
Sept 21: Paint Class
Sept 25: Thursday Night Market (5-8)
Sept 27: Badger Party Tentative
Sept 28: Packers Party Tentative
Oct 4: Badger Party Tentative
Oct 5: Packers Party Tentative
Oct 6: Food Truck Monday
Oct 12: Fall Craft Class
Oct 16: Thursday Night Market (5-8)
Oct 18: Halloween Party (Fri 6-9) w/ DJ
Oct 19: Packer Party Tentative
Oct 25: Bentzin Boo Bash (Sat 12-3)
Oct TBD: Homecoming meet & greet players
Nov 15: Tree Lighting (sat 5:30)
Dec 6: Jingle Bell on the Rock (Sat 12-7)

COORDINATOR'S REPORT

As of October 2024

2024-25 CURRENT CALENDAR OF EVENTS

THE SUMMARY BELOW IS THE TENTATIVE STATUS OF SCHEDULING



- Oct 7: Food Truck Mondays (Mon 4-7)
- Oct 14: Food Truck Mondays (Mon 4-7)
- Oct 15: Cousins Main Lobster Food Truck
- Oct 19: Hope Church Event
- Oct 21: Food Truck Mondays (Mon 4-7)
- Oct 26: Boo Bash (Sat 11-3)
- Oct 26: WBR Performance (Sat 12 noon)
- Nov 16: Tree Lighting (Fri 5:30-7)
- Dec 7: Jingle Bell on the Rock (TBD)

- May 31: NEW Dueling Pianos
- June 21: Ask Your Mother
- July 19: Mallrats
- Sept 6: Boogie & and Yo Yoz (Sat 6-9)

Share the Love added 8 events for 2025
Will add all the new ones once 10/31 list approved.

NEW Grants & Sponsorships Update

- Beltz grant received for \$10k for Tree Lighting
- Application to be submitted for Chamber of Commerce Grant due October 31
- Received a sponsor for Thursday Night Markets Series for 2025 \$1000 EverDry Waterproofing

Maintenance Updates at the Square

- Water test update: still hoping to do testing before we close up splash pad for year

Thursday Night Markets Final

	Market vendors	Food Trucks <small>(some fees not included here)</small>	Entertainment Fees	booth fees	Sponsor	Attendance	Profit		
June	30 present (4 exempt from payments) 1ct No shows -not pd	3 showed	\$105	\$650	\$300 + \$225	250	\$1,045		
July	31 present (7 exempt from payments) 4ct No shows (2 pd; 2 did not)	3 showed (1 had breakdown)	\$300	\$650	\$225	400	\$575		
August	33 present (6 exempt from payments) 5ct no shows (3 pd)	4 showed (1 broke down)	\$150	\$950	\$225	300	\$1,025		
September	28 present (5 exempt from payments) 12ct no shows (11 pd)	2 showed (1 no show)	\$300	\$650	\$225	200	\$775		
							Profit from TNM	\$3,420	does not include food truck fees

**PUBLIC WORKS COMMISSION MEETING
TUESDAY, OCTOBER 22, 2024
AGENDA**

1. **Call to Order** by Alder Board at 5:30 PM. Alders Wetzel, Smith, and Board, and Commissioner Thompson present.

Also present were Andrew Beyer, Public Works Director; Peter Hartz, Water Systems Manager; Richie Piltz, Project Manager; Brian Zirbes, Zoning Inspector; and Andy Constant and Eric Vieth of Strand Associates Engineering.

2. COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT

None Given

3. Review and Approve Minutes

A. Public Works minutes from October 8, 2024

Motion by Alder Wetzel, supported by Alder Smith to approve the minutes.
Motion carried unanimously.

4. Business

A. Review and take possible action: Change Order No. 1 to Contract #3-24 Seal Coating with Scott Construction, Inc for \$8,714.16

Motion by Alder Smith, supported by Commissioner Thompson to award Change Order No. 1 to Contract #3-24 Seal Coating to Scott Construction, Inc. in the amount of \$8,714.16.
Motion carried unanimously.

B. Review and take possible action: Change Order No. 1 to Contract #4-24 Street & Utility Reconstruction with Forest Landscaping & Construction, Inc for \$51,530.00

Motion by Commissioner Thompson supported by Alder Wetzel to award Change Order No. 1 to Contract #4-24 Street & Utility Reconstruction to Forest Landscaping & Construction, Inc for \$51,530.00.
Motion carried unanimously.

C. Review and take possible action: 2024 Allerman lift station project.

Andy Constant and Eric Vieth of Strand Associates Engineers shared their findings of a study regarding the possible upgrades to the Allerman Lift Station.

Motion by Commissioner Thompson, supported by Alder Wetzel to authorize Strand Associates to submit the Intent to Apply for the Clean Water Project 2026.
Motion Carried Unanimously

- D. Review and take possible action: Virridy carbon credit potential from the water quality trade land MOU.

Motion by Alder Board, supported by Alder Wetzel to authorize the Public Works Department to enter into Memorandum of Understanding (MOU) with Virridy to explore the carbon credit potential from the Water Quality Trade Land; provided the proposed MOU is reviewed and approved by the City Attorney.
Motion carried unanimously.

- E. Review and take possible action: Ordinance updates to reflect Departmental changes.

The Public Works Director and the Zoning Inspector presented several proposed changes to various sections of the city of Watertown General Ordinances to reflect departmental changes.

Motion by Alder Wetzel supported by Commissioner Thompson to authorize the Public Works Department to work with the city attorney to make changes to the city of Watertown General Ordinances as they refer to the Department of public Works.
Motion carried unanimously.

5. Adjournment

Motion by Alder Wetzel supported by Alder Board to adjourn.
Motion carried unanimously.

Meeting adjourned at 6:32 p.m.

Respectfully submitted by Steve Board, chair.



Wednesday, October 23, 2024, 6:00 pm
 In-PERSON/VIRTUAL MEETING
 Room 2044, City Hall

By Phone or Zoom Meeting:
<https://us06web.zoom.us/join>

For the Public, Members of the media and the public may attend by calling: (US) +1 (646)931-3860
 Meeting ID: 617-065-5357
 Pass Code: 959083

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

RDA STRATEGIC PRIORITIES

1) ~~400 W. Main St. block demolition, Town Square design etc., and publicizing town square project for possible funding from sources other than the City.~~

2) Facilitating quality development in downtown, and

3) Creating an approach and working to attract development projects downtown.

1. Pledge of Allegiance
2. Roll Call
 - A. Present: Becker, Board, Nowatka, Lampe, Maas
 - B. Virtual: Zimmermann joined at 6:04pm.
 - C. Absent: Wagner, Hurtgen (excused)
 - D. Other attendees Kaddesh and Watertown Daily Times (virtual): RINKA, resident
3. Determination of Quorum and Call to Order at 6:03 pm
4. Approval of meeting minutes
 - A. Regular Board Minutes 9.18.24
Board motioned to approve
Nowatka seconded the motion. Motion carried unanimously.
 - B. Special Board Minutes 10.2.24.-noted the date on agenda was incorrect, stated on the 3rd not 2nd.
Nowatka motioned to approve
Board seconded the motion. Motion carried unanimously.
5. No public comment
6. Old Business:
 - A. Eric Mayne from RINKA gave a recap on the recent project renaming discussion and how the steering committee decided on "Rock River District Vision". Talked about how Kapur will be laying out funding opportunities and reviewed items that will be presented to Plan Commission next week.
 - B. One application was received and is pending with a recommendation to approve at a future meeting hopefully. One application was not moved forward and applicant was asked to fix application and resubmit in early 2025. A downtown business inquired about the grant but hasn't submitted an application yet.
 - C. Becker shared that a developer has submitted a proposal for a predevelopment agreement with the city on 111 S. Water St. and part of the N. First St. parking lot. This should go to the Finance Committee in November.
7. New Business:

- A. Becker gave a summary of the WEDA conference that he emailed to the board. He discussed some of the concepts highlighted at the conference and the site entitlement process in Watertown. He also thanked the board for funding his attendance.
8. Status Reports:
- A. Becker highlighted a summary of applications received to date. A resident stopped today to inquire about applying.
 - B. There were no comments on the social media report. Becker noted he would like to focus on educational messaging on the new TID #9.
 - C. Members of the RDA are hoping to view the Historic Art Wall panels at Sign Art Studio in Mount Horeb next week. Becker, Zimmerman and Maas Bros personnel will attend.
 - D. Lampe discussed some budget items relating to the Bentzin Family Town Square and the Future Fund, as well as budgeting for the RDA Executive Director's salary and mill rate. Board mentioned the presentation by Richard Keddington of Watertown Regional Medical Center (at the council meeting) and how educational it was. He suggested inviting other major employers in the city to present at future council meetings.
 - E. Lampe mentioned asking Wagner how he would like to solicit feedback from board members to pass along to the mayor for the SIDC's performance review in 2025. Next meeting time will be Nov. 20th at 6pm with Jay Shambeau and Jess Wildes from the City of West Bend as guests. RINKA's preliminary presentation to the Plan Commission will be on Oct. 28th.
9. Adjournment at 6:57 pm

Lampe motioned to adjourn.

Nowatka seconded the motion. Motion carried unanimously. Meeting adjourned.



Office of the
City Clerk
106 Jones Street
PO Box 477
Watertown, WI 53094-0477
(920) 262-4006

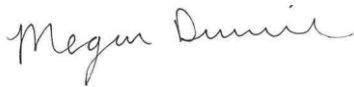
TO: COMMON COUNCIL
FROM: Megan Dunneisen, City Clerk
November 4, 2024

I would appreciate your consideration to appoint the following Election Inspectors for the election term expiring December 31, 2025.

Karen Bowers, Amy Byrne, Jude Christianson, Jessie Clark, Kimberly Farley, Annette Fisk, Gary Fisk, Adam Fullmer, Janet Gleissner, Angela Goessner, Debra Guidotti, Robert Kugel, Gloria Luepke, Ron Luepke, Emma Marcum, Richard Moen, Stephen Morken, David Morstad, Donna Mueller, Randall Mueller, Rex Munyon, Mark Roesch, Anna San Diego, Lori Schloesser, Lora Schroeder, Elizabeth Sellers, Wendy Sellers, Amy Springsguth, Sarana Stolar, Colleen Stramara, Matthew Tubbs, Carlos Villa-Rivera, Hunter Weakley, Janet White, Emily Stille, Jessie Clark, and Chandy Aschenbrener.

Thank you for your consideration.

Sincerely,



Megan Dunneisen, City Clerk

PAYROLL SUMMARIES

For the Period of: 10/2/2024 10/15/2024

Section 10, Item A.

Department	Employees		Regular Hours	Overtime Hours	Overtime Costs this Pay Period	Y-T-D Overtime Costs	Overtime Budget	Total Payroll
	FT	PT						
Police	54	3	4,213.13	274.50	14,486.24	194,052.91	114,000.00	166,870.38
Fire	26	3	2,919.50	412.25	15,821.49	118,904.46	150,000.00	94,703.06
Municipal Court	1	1	100.00	-	-	-	-	3,204.92
Mayor	1	-	80.00	-	-	-	-	3,425.85
Bldg. Inspection	3	3	293.50	2.00	112.80	-	1,000.00	10,198.47
Attorney	2	1	220.00	-	-	-	-	7,614.40
Finance	6	-	480.00	-	-	1,385.10	1,500.00	14,957.61
Media	1	3	118.50	-	-	-	-	2,999.65
Administration	2	2	236.00	-	-	-	-	7,462.72
Engineering	4	2	364.00	-	-	-	-	9,989.86
Health	8	3	713.50	-	-	-	10,500.00	24,023.01
Library	8	13	1,135.50	-	-	290.59	-	25,724.06
Municipal Building	1	-	80.00	-	-	1,010.96	1,000.00	1,859.20
Solid Waste	8	-	640.00	4.00	134.70	945.13	3,000.00	15,802.30
Street	22	1	1,790.00	6.50	-	14,056.47	39,200.00	52,783.85
Park	9	-	720.00	8.00	292.56	6,156.90	18,000.00	18,389.37
Forestry	2	-	160.00	-	-	-	-	4,382.40
Park/Rec Admin	7	1	593.25	-	-	-	400.00	17,270.71
Recreation and Pools	-	36	254.25	-	-	1,674.40	500.00	3,823.78
Wastewater	10	-	800.00	11.75	548.01	8,910.94	18,000.00	23,999.46
Water Dept.	10	-	800.00	12.75	424.07	9,305.04	23,500.00	25,639.93
Crossing Guards	-	10	135.00	-	-	-	-	1,518.75
Police Reserve	-	3	46.75	-	-	-	-	640.35
Alderspersons (2nd PR)	-	9	9.00	-	-	-	-	4,756.68
TOTALS	185 FT	94 PT	16,901.88	731.75	31,819.87	357,017.04	380,600.00	542,040.77

ORDINANCE TO AMEND SECTION 500-3 B. STOP INTERSECTIONS OF THE CITY OF WATERTOWN GENERAL ORDINANCES

SPONSOR: ALD. DAVIS, CHAIR
FROM: PUBLIC SAFETY AND WELFARE COMMITTEE

WHEREAS, The City is contracted with Graef -USA to prepare plans and specifications for a WisDOT Surface Transportation Program – Local (STP-L) funded project to improve Western Avenue between S. First and S. Third Streets and S. First Street between Milwaukee and Western Avenue, and;

WHEREAS, The project is scheduled to be constructed in 2025, and;

WHEREAS, a STOP sign is required on the westbound lane of Western Avenue at South First Street with a “Right Turn No Stop” plaque.

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

SECTION 1. Amend Section 500-3 B., Stop intersections as follows;

Intersection	Corners	Restriction
Western Avenue and South First Street	Northeast	Western Avenue shall stop for South First Street

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 on the final completion date of 2025 STP-Local South First Street and Western Avenue Street Improvements Project.

DATE:	<i>October 15, 2024</i>		<i>November 4, 2024</i>	
READING:	<i>1ST</i>		<i>2ND</i>	
	<i>YES</i>	<i>NO</i>	<i>YES</i>	<i>NO</i>
DAVIS				
LAMPE				
BOARD				
BARTZ				
BLANKE				
SMITH				
SCHMID				
WETZEL				
MOLDENHAUER				
MAYOR MCFARLAND				
<i>TOTAL</i>				

ADOPTED October 15, 2024

CITY CLERK

APPROVED October 15, 2024

MAYOR



THE CITY OF
WATERTOWN

Opportunity runs through it.

**Contract /Memorandum of Understandan
Coversheet**

Section 11, Item B.

(Form shall be used for any documents that need Mayor's signature)

Other Party: Life Safety Inspection/audit

Approved Resolution Number: _____

The following procedure shall be done by the Department Head to respectfully request the signature of the mayor.

*If the contract is with a Federal, State or County agency you may proceed with obtaining city signatures.
All other contracts require the other party to sign before using this document.*

1. DEPARTMENT HEAD WHO IS REQUESTING AUTHORIZATION TO ENTER INTO THE CONTRACT/MOU AND WHO HAS CONFIRMED AVAILABLE FUNDING, STAFFING, AND PROPER BID PROCESSES WERE FOLLOWED:

<u>Tanya Reynen</u> Print Name	<u>N/A</u> Account #	<u>N/A \$0.00</u> Amount
<u>Tanya Reynen</u> Signature	<u>8/28/2024</u> Date	

2. ROUTED TO FINANCE DIRECTOR
3. FINANCE DIRECTOR ACKNOWLEDGES AWARENESS OF THE VENDOR AND CONTRACT/MOU AMOUNT, AND SERVICES BEING RENDERED:

Mark Stevens
Mark Stevens, Finance Director/Treasurer

Dated this 6 day of September, 2024.

4. ROUTED TO CITY ATTORNEY
5. CITY ATTORNEY APPROVAL AS TO FORM AND EXECUTION:
- Steven T. Chesebro
Steven T. Chesebro, City Attorney
- Dated this 26th day of Sept, 2024.

6. ROUTED TO MAYOR 9/26/24

The Finance Director and City Attorney signature on this page indicate the document is ready to be signed by the mayor.

7. MAYOR SIGNATURE
8. ROUTED BACK TO DEPARTMENT HEAD
9. DEPARTMENT HEAD SHALL:
- ROUTE EXECUTED DOCUMENTS TO OTHER PARTY
(If you are awaiting other party signatures, be sure to ask that a fully executed copy gets sent back to the city for our records.)
 - ROUTE AN EXECUTED COPY TO THE CITY CLERK
 - ROUTE AN EXECUTED COPY TO THE CITY ATTORNEY

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("**Agreement**"), dated 9-26-2024 2024 ("**Effective Date**"), is between Life Safety Inspection Vault LLC, an Idaho limited liability company ("**LIV**"), and City of Watertown, a municipal corporation of the State of Wisconsin, with a principal place of business at 106 Jones Street, Watertown WI 53094 ("**Client**"). The term "**Agreement**" means, collectively, this Agreement, the applicable Registration Form(s), the applicable SOW(s), and any operating rules, policies, and procedures that LIV may publish from time to time. LIV and Client agree as follows:

Section 1. ENGAGEMENT; SERVICES; DUTIES

Engagement. Subject to the terms and conditions of this Agreement, Client engages LIV to provide Client with web-based management of the Client's fire safety system permitting (collectively, the "**Services**"). LIV will provide the Services through LIV's proprietary web-based application that will allow the Client to track and drive code compliance, reduce false alarm activity, and provide a safer community (the "**Vault**"). The Vault provides a secure cloud environment in which third party contractors that inspect, test, and maintain fire protections systems can submit their reports via LIV's web application directly to the Client, facilitating a more efficient review, tracking, and follow-up process with occupants to correct deficiencies and maintain systems. As part of the Services, LIV provides a proactive service, in addition to the Vault, that includes hard and soft copy notifications sent to building owners and follow up phone calls to help increase testing and maintenance activity within the jurisdiction. Client will specify the Services it wishes LIV to provide by executing a Statement of Work ("**SOW**") substantially in the form attached as Exhibit A to this Agreement. If LIV agrees to provide those Services, LIV will countersign that SOW and will provide the indicated Services to Client under the terms and conditions of this Agreement. The term "**Services**" includes those items described above as well as any other items described on each SOW.

Designation of Key Personnel. LIV's "**Representative**" is Cole Harding, phone: 855-225-4822, e-mail: Cole.harding@livsafe.com. The Client's "**Representative**" is Tayna Reynen, phone: 920-261-3610, e-mail: treynen@watertownwi.gov. Client and LIV will each use best efforts to keep the same key personnel assigned to this engagement throughout the Term. If it becomes necessary for LIV to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described in this Agreement.

LIV's Responsibilities. LIV shall fully and timely provide all deliverables described in this Agreement and in each SOW in material compliance with the terms, covenants, and conditions of the Agreement and all applicable Federal, State, and local laws, rules, and regulations (collectively, "**Laws**"). LIV will provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in each accepted SOW. If the need arises for LIV to perform services beyond those stated in a particular SOW, LIV and the Client shall negotiate mutually agreeable terms and compensation for completing the additional services. LIV shall coordinate an annual business review meeting with representatives designated by each party

either via teleconference or in person within 60 days before each anniversary of the Effective Date. Client may request that these meetings occur more frequently.

Client's Responsibilities. Client's Representative will be responsible for exercising general oversight of LIV's activities in completing each SOW. Specifically, the Client's Representative will represent the Client's interests in resolving day-to-day issues that may arise during the term of this Agreement, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by LIV. The Client's Representative shall give LIV timely feedback on the acceptability of progress and task reports.

Section 2. COMPENSATION

Management Fee.

2.1.1 Unless a certain report type is noted as an exception on applicable SOW (each, an "**Exception**"), LIV will collect and retain from each user submitting an inspection report a fixed fee of \$15.00 US for each system inspection submitted (the "**Fixed Fee**"). The Fixed Fee will be due and payable by the end user upon uploading an inspection report. The Fixed Fee for any Exceptions will not exceed \$15 per report. The parties will meet and review the Fixed Fee on or about each anniversary of the Effective Date. For clarity, the Fixed Fee is paid by the end user (e.g., the inspector) and the Client is not billed for any fees.

2.1.2 As part of the Services, LIV will collect all fees including the Fixed Fee, due and payable by third party inspectors in connection with activities relating to Vault and the Services, plus any additional fees that Client charges in connection with the activities relating to the premises in question (the "**Inspection Fees**"). The Inspection Fees will be determined solely by Client. If Client elects under the applicable SOW, it may add an administration fee to the Inspection Fees charged to the Client's customers. If so, LIV will collect that administration fee in addition to the Inspection Fees.

2.1.3 If Client elects to include any Inspection Fees, then within 30 days following the end of each calendar quarter, LIV will remit to Client the amount by which the amount of Inspection Fees collected during such quarter exceeds the amount of Fixed Fees due and payable to LIV under this Agreement for such quarter.

Section 3. TERM AND TERMINATION

Term of Agreement. The term of this Agreement will be for an initial period commencing on the Effective Date and running through the date that is five (5) years from the Effective Date ("**Initial Term**"). Thereafter, the Term will automatically be renewed for 2 additional one-year terms (each, a "**Renewal Term**," and collectively with the Initial Term, the "**Term**") if, no later than 60 days before the expiration of the initial Term or any successive Renewal Term, Client notifies LIV of its intent to renew the Term.

Termination. In addition to any other express termination right set forth in this Agreement:

3.1.1 Either party may terminate this Agreement, without cause, effective on 90 days written notice to the other party;

3.1.2 Either party may terminate this Agreement, effective on written notice to the other party, if the other Party materially breaches this Agreement, and such breach: (a) is incapable of cure; or (b) is capable of cure and remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach; or

3.1.3 Either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (a) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (b) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (c) makes or seeks to make a general assignment for the benefit of its creditors; or (d) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Client shall immediately discontinue use of the LIV IP and, without limiting Client's obligations under Section 8, Client shall delete, destroy, or return all copies of the LIV IP and certify in writing to the LIV that the LIV IP has been deleted or destroyed. No termination shall affect LIV's responsibility to remit any and all fees collected pursuant to Section 2 of this Agreement.

Survival. This Section 3.4 and Section 2, Section 3.3, Section 4.2, Section 7, Section 8, Section 11, Section 12, and Section 14 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

Section 4. WARRANTIES; LIMITATIONS

Warranty.

Vault and Services Warranties. LIV represents and warrants to Client that all Services to be provided to the Client under the Agreement will be fully and timely performed in accordance with the terms, conditions, and covenants of the Agreement, and all Laws, and that Vault will perform, in all material respects, in accordance with the specifications. While LIV does not warrant the accuracy of the information that is put into Vault by third party inspectors, LIV will take all prudent and necessary steps to ensure its proper and accurate retention, transmission, and provision to Client. Notwithstanding termination of this Agreement for any reason, at all times, the Client will have the ability to access and download all Client Data and related records. LIV further represents and warrants to the Client that LIV has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Vault and the Services, and that LIV is duly authorized to enter into this Agreement and provide the Vault and the Services to the Client

under this Agreement.

Non-Suspension or Debarment. LIV certifies that it and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, or any other state or local government.

Limitations; Disclaimer of Warranties. All information entered into Vault is produced by third party inspectors and their agents. THEREFORE, LIV SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO VAULT BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN THIS SECTION 4, VAULT AND THE SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND "AS AVAILABLE" AND LIV DOES NOT WARRANT THAT VAULT OR THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. LIV MAKES NO REPRESENTATIONS OR WARRANTIES THAT VAULT OR THE SERVICES WILL PROVIDE ANY PARTICULAR RESULTS. EXCEPT AS SET FORTH IN THIS SECTION 4, LIV DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. THIS DISCLAIMER OF WARRANTY EXTENDS TO CLIENT, CLIENT'S CUSTOMERS, AND ALL OTHER USERS, AND NO DESCRIPTIONS OR SPECIFICATIONS, WHETHER OR NOT INCORPORATED INTO THIS AGREEMENT OR ANY SCHEDULE, EXHIBIT, ANNEX, OR DOCUMENTATION WILL CONSTITUTE WARRANTIES OF ANY KIND. LIV'S SOLE LIABILITY FOR BREACH OF THE WARRANTY SET FORTH IN THIS SECTION 4, AND CLIENT'S SOLE REMEDY, IS THAT LIV WILL, SUBJECT TO SECTION 11 AND SECTION 12, INDEMNIFY AND HOLD CLIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM, OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.

Section 5. PROPRIETARY RIGHTS

Proprietary Rights. LIV retains all right, title and interest in and to Vault, the Services, any derivative works or modifications thereof (the "**Derivative Works**"), any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to Vault, the Services, or any Derivative Works (the "**Documentation**"), any reproductions works made thereof, and any other LIV IP (as that term is defined in Section 6.1). Client shall not remove any product identification or notices of such proprietary rights from Vault or the Services. Except for the limited use rights established under this Agreement, Client has no right, title, or interest in or to Vault, the Services, any Derivative Works, the Documentation, or any other LIV IP.

Use of Trademarks. During the Term, LIV may use the Client's trademarks and logos for the purpose of providing Vault and the Services to Client, and Client hereby grants LIV the right to use Client's trademarks and logos for said purposes. LIV may not, without Client's prior written consent, use Client's trademarks or logos for any other purpose, including promotional services or commercial services not directly related to the provision of Services under this Agreement.

Section 6. SOFTWARE AS A SERVICE TERMS AND CONDITIONS

Definitions.

6.1.1 “**Aggregated Statistics**” means data and information related to Client’s use of Vault that is used by LIV in an aggregate and anonymized manner, including compiling statistical and performance information related to the provision and operation of Vault.

6.1.2 “**Authorized User**” means Client’s employees, consultants, contractors, and agents as indicated on the Registration Form (i) who are authorized by Client to access and use Vault under the rights granted to Client by this Agreement and (ii) for whom access to Vault has been purchased under this Agreement. Third party inspectors shall not be considered employees, agents, consultants or contractors of Client unless specifically designated in writing by the City.

6.1.3 “**Client Data**” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Client, a third party inspector, or an Authorized User through Vault.

6.1.4 “**LIV IP**” means Vault, the Documentation, and any intellectual property provided to Client or any Authorized User in connection with the foregoing. LIV IP includes Aggregated Statistics and any information, data, or other content derived from LIV’s monitoring of Client’s access to or use of Vault, but does not include Client Data.

6.1.5 “**Registration Form**” means the order form filled out and submitted by or on behalf of Client, and accepted by LIV, for Client’s access to Vault under this Agreement.

Access and Use.

Registration. In order to use Vault, Client must: (a) provide certain current, complete, and accurate information about Client as prompted to do so by the Registration Form order to enroll as a Vault user, as applicable; and (b) maintain and update such registration information (“**Registration Data**”) as required to keep such information current, complete, and accurate. If any Registration Data that Client provides is untrue, inaccurate, not current or incomplete, LIV may terminate Client’s account and Client’s rights to use Vault.

Provision of Access. Subject to and conditioned on Client’s compliance with the terms and conditions of this Agreement, LIV hereby grants Client a non-exclusive, non-transferable right to access and use Vault during the Term, solely for use by Authorized Users in accordance with the terms and conditions of this Agreement. Such use is limited to Client’s internal use. LIV shall provide to Client the necessary passwords and network links or connections to allow Client to access Vault.

Fees. There are no fees for access to and the use of the Vault.

Documentation License. Subject to the terms and conditions contained in

this Agreement, LIV hereby grants to Client a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Client's internal business purposes in connection with its use of Vault.

Use Restrictions. Client shall use Vault only for the benefit of Client, shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of Vault, and shall not use Vault for any purposes beyond the scope of the access granted in this Agreement. Client shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of Vault or any Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available Vault or the Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of Vault, in whole or in part; (iv) remove any proprietary notices from Vault or the Documentation; (v) use Vault or the Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any person's intellectual property or other rights, or that violates any Law; (vi) interfere with or disrupt the integrity or performance of Vault or the Services or any third-party data contained therein. Client shall not be liable and have no obligations as to third party contractors that inspect, test and maintain fire protections systems use of the Vault.

Reservation of Rights. LIV reserves all rights not expressly granted to Client in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Client or any third party any intellectual property rights or other right, title, or interest in or to the LIV IP.

Data Storage. LIV shall not place any limit on the amount of memory or other computer storage that Client may utilize through Vault.

Suspension. Notwithstanding anything to the contrary in this Agreement, LIV may temporarily suspend Client's and any Authorized User's access to any portion or all of Vault if:

(a) LIV reasonably determines that (i) there is a threat or attack on any of the LIV IP; (ii) Client's or any Authorized User's use of the LIV IP disrupts or poses a security risk to the LIV IP or to any other customer or vendor of LIV; (iii) Client, or any Authorized User, is using the LIV IP for fraudulent or illegal activities; (iv) subject to Law, Client has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (v) LIV's provision of Vault to Client or any Authorized User is prohibited by Law; or

(b) Any vendor of LIV has suspended or terminated LIV's access to or use of any third-party services or products required to enable Client to access Vault; (any such suspension described in subsections 6.2.8(a) and 6.2.8(b), a "**Service Suspension**").

LIV will use commercially reasonable efforts to provide written notice of any Service Suspension to Client and to provide updates regarding resumption of access to Vault following any Service Suspension. LIV will use commercially reasonable efforts to resume providing access to Vault as soon as reasonably possible after the event giving rise to the Service Suspension is cured. LIV will have no liability for any damages, liabilities, losses (including any loss of data or profits), or any other consequences that Client or any Authorized User may incur as a result of a Service Suspension.

Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, LIV may monitor Client's use of Vault and collect and compile Aggregated Statistics. As between LIV and Client, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by LIV. Client acknowledges that LIV may compile Aggregated Statistics based on Client Data input into Vault. LIV may (i) make Aggregated Statistics publicly available in compliance with applicable Law, and (ii) use Aggregated Statistics to the extent and in the manner permitted by Law; provided that such Aggregated Statistics do not identify Client or Client's Confidential Information.

LIV Responsibilities and Uptime. LIV is responsible for the acquisition and operation of all hardware, software, and network support related to Vault (other than those required for Client to connect to the internet and access Vault). The technical and professional activities required for establishing, managing, and maintaining the Vault environment are LIV's responsibilities. LIV will take all reasonable and necessary steps to make Vault, but does not guarantee that Vault will be, available 24-7/365 (subject to maintenance downtime).

Equitable Relief. Any breach or threatened breach by Client of any of its obligations under Section 6.2.5 would cause LIV irreparable harm for which monetary damages would not be an adequate remedy. As such, in the event of a breach or threatened breach of Client's obligations under Section 6.2.5, LIV will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are in addition to all other remedies that may be available at law, in equity or otherwise.

Client Responsibilities. Client is responsible and liable for all uses of Vault and any Documentation resulting from access directly provided by Client. Without limiting the generality of the foregoing, Client is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Client will be deemed a breach of this Agreement by Client. Client shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of Vault, and shall cause Authorized Users to comply with such provisions.

Termination and Suspension of Service. If this Agreement is terminated, LIV will implement an orderly return of Client Data in a format readable and useable in Microsoft Excel within 30 days, and shall subsequently securely dispose of Client Data. Client will be entitled to any reasonable post-termination assistance required to ensure Client has received the Client Data in a useable form. LIV shall securely dispose of all requested data in all of its forms, such as

disk, CD/DVD, backup tape, and paper, when requested by the Client. Data will be permanently deleted and not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. LIV will provide certificates of destruction to Client upon request.

Section 7. INTELLECTUAL PROPERTY OWNERSHIP; FEEDBACK

LIV IP. Client acknowledges that, as between Client and LIV, LIV owns all right, title, and interest, including all intellectual property rights, in and to the LIV IP.

Client Data. LIV acknowledges that, as between LIV and Client, Client owns all right, title, and interest, including all intellectual property rights, in and to the Client Data. Client hereby grants to LIV a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Client Data, and perform all acts with respect to the Client Data, as may be necessary for LIV to provide Vault and the Services to Client. LIV may not, without Client's prior written consent, use, resell, redistribute,, or republish the Client Data for any other purpose, Including promotional services or commercial services, not directly related to the provision of Services under this Agreement.

Feedback. If Client or any of its employees or contractors sends or transmits any communications or materials to LIV by mail, email, telephone, or otherwise, suggesting or recommending changes to the LIV IP, including new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), LIV is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. Client hereby assigns to LIV on Client's behalf, and on behalf of its employees, contractors, and agents, all right, title, and interest in, and LIV is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although LIV is not required to use any Feedback.

Section 8. CONFIDENTIAL INFORMATION

Definition. From time to time during the Term, one party may disclose or make available to the other information about the disclosing party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party at the time of disclosure, as demonstrated by the receiving party's written records; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party without reliance on the disclosing party's Confidential Information.

Nondisclosure and Nonuse.

8.1.1 The receiving party shall not disclose the disclosing party's Confidential

Information to any person or entity, except to the receiving party's employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations under this Agreement. Further, the receiving party shall not, without the disclosing party's prior written permission use Confidential Information for purposes other than internal evaluation for so long as the Confidential Information must be maintained confidential, or analyze, disassemble for reverse engineering, or otherwise attempt to identify the intrinsic nature of any of the disclosing party's Confidential Information.

8.1.2 Notwithstanding the foregoing, the receiving party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law; or (ii) to establish the receiving party's rights under this Agreement, including to make required court filings.

8.1.3 On the expiration or termination of the Agreement, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Confidential Information, or destroy all such copies and certify in writing to the disclosing party that such Confidential Information has been destroyed.

8.1.4 The parties' respective obligations of non-disclosure and non-use with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date of each disclosure of Confidential Information to the receiving party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable Law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under Law.

Breach; Equitable Relief. Each party acknowledges and agrees that a breach or threatened breach by a party of any of its obligations under this Section 8 would cause the non-breaching party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

Section 9. STAFFING; WORK SITES; LAWS

Place and Condition of Work. Client shall provide LIV access to the sites where LIV is to perform the services as required in order for LIV to perform the services in a timely and efficient manner in accordance with and subject to the applicable security Laws.

Staffing. LIV is responsible for supplying its employees to perform the Services, and for supervising and directing those employees. LIV will ensure that its employees are reasonably competent and experienced to perform the Services. If, at any time during the

performance of this Agreement Client finds that the performance of LIV's employees or subcontractors is unsatisfactory, Client may object to the assignment of such employee or subcontractor, and LIV shall assign another of its employees or subcontractors to perform the Services.

Compliance with Health, Safety, and Environmental Regulations. LIV and its employees will comply in all material respects with all applicable Laws in the performance of the Services, including those promulgated by the Client and by the Occupational Safety and Health Administration (OSHA).

INSURANCE. During the Term, LIV, at its cost and expense, shall purchase and maintain the insurance set forth in this Section 10. Coverage must be provided by companies qualified to do business in the state(s) in which the Services will be performed.

Workers' Compensation and Employers' Liability. Workers' Compensation insurance must be provided as required by all applicable state laws. Employers' Liability insurance must be provided in amounts of at least \$100,000 each accident for bodily injury by accident; \$500,000 policy limit for bodily injury by disease; and \$100,000 for each employee for bodily injury by disease.

Commercial General Liability. LIV will obtain and maintain a Commercial General Liability (Occurrence) policy, which policy shall include coverage for premises and operations, products and completed operations, contractual liability, broad form property damage, and personal injury liability. The policy must have a combined single limit for bodily injury and property damage of \$1,000,000 each occurrence; \$1,000,000 for personal injury liability; and \$2,000,000 general aggregate.

Insurance Certificate. Upon request, LIV will provide Client with a certificate evidencing the required insurance coverages.

Notice of Policy Changes. The insurance policies required under this section must all provide that they will not be terminated, cancelled, or allowed to expire without 30 days' prior written notice to the insured. If so notified, LIV will notify Client of the change, timely procure replacement coverage, and provide a replacement certificate to Client.

Section 10. INDEMNIFICATION

LIV's Indemnification Obligations. LIV shall indemnify, defend, and hold harmless Client and its officers, directors, employees, agents, successors and permitted assigns (each, a "**Client Indemnitee**") from and against all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") awarded against a Client Indemnitee in a final judgment and arising out of or resulting from any third-party claim, suit, action or proceeding (each, a "**Third-Party Action**") for:

10.1.1 Bodily injury, death, or damage to real or tangible, personal property resulting from LIV's willful, fraudulent, or negligent acts or omissions;

10.1.2 Claims that allege Vault or the Services, or any use of Vault or the Services in accordance with this Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets; provided that this Section 11.1.2 will not apply to the extent that the alleged infringement arises from: (a) use of Vault or the Services in combination with data, software, hardware, equipment, or technology not provided by LIV or authorized by LIV in writing; (b) modifications to Vault or the Services not made by LIV; or (c) Client Data;

10.1.3 Any losses arising out of or related to LIV's breach of any of LIV's representations, warranties, or obligations under this Agreement; or

10.1.4 Any losses awarded against Client in a final judgment and arising out of or resulting from any Third-Party Action for bodily injury, death of any person or damage to real or tangible, personal property, in each case resulting from LIV's grossly negligent or willful acts or omissions.

Client's Liability. Client shall not be required to indemnify or hold LIV harmless against liabilities arising from this Agreement. However, as between Client and LIV, and to the extent permitted by law and legally available funds, Client is responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to:

10.1.5 Any Losses arising out of or related to Client's breach of any of Client's representations, warranties, or obligations under this Agreement; and

10.1.6 Any Losses awarded against LIV in a final judgment and arising out of or resulting from any Third-Party Action:

(a) For bodily injury, death of any person or damage to real or tangible, personal property resulting from Client's grossly negligent or willful acts or omissions;

(b) Based on Client's or any Authorized User's (i) use of Vault or the Services in combination with data, software, hardware, equipment, or technology not provided by LIV or authorized by LIV in writing, or (ii) modifications to Vault or the Services not made by LIV.

Indemnification Procedures. The party seeking indemnification under this Agreement must promptly notify the indemnifying party in writing of any Action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend that Action, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any Action in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party's failure to perform any obligations under this Section 11.3 will not relieve the indemnifying party of its obligations under this Section 11.3 unless, and then solely to the extent that, the indemnifying party can demonstrate that it has been materially prejudiced as a

result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

Infringement Remedy. If a Third-Party Action that would entitle Client to indemnification under Section 11.1.2 is made or appears possible, Client shall permit LIV, at LIV's sole discretion, to (a) modify or replace Vault or the Services, or component or part thereof, to make it non-infringing, or (b) obtain the right for Client to continue to use the item in question. If LIV determines that neither alternative is reasonably available, LIV may terminate this Agreement, either in its entirety or with respect to the affected component or part, effective immediately on written notice to Client. SECTION 11.1.2 AND THIS SECTION 11.4 SET FORTH CLIENT'S SOLE REMEDIES AND LIV'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIM THAT VAULT OR THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. LIV'S LIABILITY UNDER SECTION 11.1.2 AND THIS SECTION 11.4 IS SUBJECT TO THE LIABILITY LIMITS SET FORTH IN SECTION 12.

Section 11. ASSUMPTION OF RISK; LIMITATION OF LIABILITY

Risks Inherent to Internet. Client acknowledges that: (a) the Internet is a worldwide network of computers; (b) communication on the Internet may not be secure; (c) the Internet is beyond LIV's control; and (d) LIV does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using Vault and the Services, including the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes the general risks arising from utilization of the internet knowingly and voluntarily. Without limiting the foregoing, Client hereby assumes the risk of, and LIV will have no responsibility or liability of any kind under this Agreement for: (1) errors in Vault or the Services resulting from misuse, negligence, revision, modification, or improper use of all or any part of Vault or the Services by any entity other than LIV or its authorized representatives, employees, contractors, or consultants; (2) Client's use of any version of Vault other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to Vault; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of Vault that meet LIV's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-LIV products or services; or (7) data or data input, output, accuracy, and suitability, which will be deemed to be under Client's exclusive control. The assumption of risk stated in clause (1) of the preceding sentence will only apply if LIV has taken commercially reasonable steps to prevent and safeguard against the types of errors listed in that clause (1).

Exclusion of Certain Damages; Limitation of Liability. IN NO EVENT WILL LIV BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH

OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER LIV WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

Exceptions. The exclusions and limitations in Section 12.2 do not apply to: (a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 8 (Confidential Information); (b) damages or other liabilities arising out of or relating to a party's willful misconduct or intentional acts; (c) Third-Party Actions for death or bodily injury or damage to real or tangible personal property resulting from a party's willful or grossly negligent acts or omissions; and (d) a party's obligation to pay attorneys' fees and court costs in accordance with Section 14.5.

Section 12. FORCE MAJEURE

12.1 Neither party will be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including (a) acts of God; (b) flood, fire or explosion; (c) war, invasion, riot or other civil unrest; (d) actions, embargoes or blockades in effect on or after the date of this Agreement; (e) national or regional emergency; (f) strikes, labor stoppages or slowdowns or other industrial disturbances; (g) compliance with any law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition, or failing to grant a necessary license or consent; (h) shortage of adequate power or telecommunications or transportation facilities; or (i) any other event that is beyond the reasonable control of such party (each of the foregoing, a "Force Majeure Event").

12.2 A party whose performance is affected by a Force Majeure Event must give notice to the other party, stating the period of time the occurrence is expected to continue and must use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event. The non-affected party may terminate this Agreement or any affected SOW if such failure or delay continues for a period of 60 days or more and, if the non-affected party is the Client, receive a refund of any amounts paid to the LIV in advance for the affected Services. .

Section 13. MISCELLANEOUS

Notices. All notices permitted or required under this Agreement must be in writing and may be delivered (i) in person, with the date of notice being the date of personal delivery; (ii) by U.S. Mail, postage prepaid for certified or registered mail, return receipt requested, with the date of notice being three days following the date of the postmark on the return receipt; (iii) by nationally recognized delivery service such as Federal Express, with the date of notice being the date of delivery as shown on the confirmation provided by the delivery service; (iv) by e-mail, with confirmation of sending of the e-mail and a copy of the e-mail dispatched the same day by one of the methods in clauses (ii) and (iii), with the date of notice being the date of the e-mail. Notices must be addressed to the following addresses, or such

other address as one party shall provide the other parties:

To LIV: Life Safety Inspection Vault LLC
Attn.: Manager
146 East Chubbuck Road, Suite C
Chubbuck, ID 83202
Phone: (208) 254-7718
E-mail: Cole.harding@livsafe.com

To Client: City of Watertown
Attn.: Fire Chief
106 Jones Street
Watertown, WI 53094
920-261-3610

Interpretation. Headings in this Agreement are for convenience only and will not affect its meaning. For purposes of this Agreement, (a) the words "include," "includes," and "including" will be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. This Agreement must be construed simply according to its fair meaning and without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Each Registration Form, each SOW, and all exhibits other documents referred to in this Agreement must be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim in the body of this Agreement.

Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by either party of any default in performance by the other party, or any waiver by either party of any breach, or series of breaches, of any of the terms, covenants, or conditions of this Agreement will constitute a waiver of any subsequent breach of any such terms, covenants, or conditions.

Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties will negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement will be consummated as originally contemplated to the greatest extent possible.

Choice of Law; Attorneys' Fees. The parties intend for this Agreement to be construed and enforced under the laws of the State of Wisconsin, except for its choice of law provisions. The parties specifically exclude the application of the United Nations Convention on

Contracts for the International Sale of Goods. The prevailing party in any proceeding will be entitled to recover in any judgment its reasonable attorneys' fees as may be allowed by the court, together with such court costs and damages as may be provided by Law.

Assignment. Neither Client nor LIV may assign any of its rights or delegate any of its obligations under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the other party's prior written consent, which consent may not be unreasonably withheld, delayed, or conditioned. Any purported assignment or delegation in violation of this Section 14.6 is void. No assignment or delegation will relieve the assigning or delegating party of any of its obligations under this Agreement. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

Export Regulation. Vault and the Services utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Client shall not, directly or indirectly, export, re-export, or release the Services or the underlying software or technology to, or make the Services or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Client shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), before exporting, re-exporting, releasing, or otherwise making the Services or the underlying software or technology available outside the US.

US Government Rights. Each of the Documentation and the software components that constitute Vault and the Services is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Client is an agency of the US Government or any contractor therefor, Client only receives those rights with respect to Vault, the Services, and the Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and its contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

Entire Agreement. This Agreement, together with any other documents incorporated into this Agreement by reference, the Registration Form(s), and all SOW(s) constitutes the parties' sole and entire agreement with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. If there is any inconsistency between the statements made in the body of this Agreement, the Registration Forms(s), the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its exhibits; (ii) second, the applicable SOW; (iii) third, any Registration Form; and (iv) fourth, any other documents incorporated herein by reference.

Counterparts. This Agreement may be executed in any number of counterparts,

each of which will be deemed to be an original, all of which constitute one and the same Agreement. Delivery of an executed counterpart signature page of this Agreement by facsimile, electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, has the same effect as delivery of an executed original of this Agreement.

The parties are signing this Agreement as of the Effective Date.

LIFE SAFETY INSPECTION VAULT LLC,
an Idaho limited liability company

THE CITY OF WATERTOWN,
a municipal corporation of
the State of Wisconsin

By: *Cole Harding*

Name: Cole Harding

Title: President

By: *[Signature]*

Name: *Emily McFarland*

Title: *Mayor*

MEMO

Fire Department

To: Common Council

From: Fire Chief Tanya Reynen

Date: 9/27/2024

Subject: Inspection, Testing and Maintenance (ITM) Third-Party online reporting

Background

Fire protection systems, such as fire alarm systems, fire sprinkler systems and cooking hood extinguishing systems, are known variables in any community's lifesaving efforts and property conservation. Annual inspections and maintenance precipitate their success. Occupancies required to have these systems within the City of Watertown must provide annual inspection and maintenance documentation as specified under the current fire prevention code.

Across our region, the use of third party ITM reporting is a crucial element in enforcing and tracking the status of fire protection systems. Communities surrounding us utilizing a third-party reporting system include Beaver Dam, City of Waukesha, City of Brookfield, and City of Pewaukee. This national best practice ensures that life safety systems are properly operating and maintained, a key factor in our community's safety. These reporting programs are specifically designed to allow the Authority Having Jurisdiction (AHJ) to receive inspection reports from fire protection system service companies electronically. This enables the AHJ to identify non-compliant fire protection systems as soon as possible, a crucial step in ensuring our community's and firefighters' safety.

This practice of Inspection, Testing and Maintenance, as outlined within NFPA 25 and NFPA 72 has been adopted by the City of Watertown ordinance Chapter 303 and Wisconsin Chapter 314, Fire Prevention. The only change will be how the city and the Fire Department will receive these records.

This service is available at NO COST to the Department, or directly to the property owner. The ITM vendor bills the contractor a fee for records submitted. The ITM record is then paired with the electronic inspection record using our inspection software. Additionally, the third-party vendor takes a proactive approach, sending reminders to property owners for required services and following up on any deficiency repairs to ensure systems are maintained and operational.



MEMO

Budget Goal

- 4. Fosters community growth by assessing opportunities, stakeholder input, environmental needs, and modern code and policy priorities.
- 5. Maintains a safe and healthy community, with an eye toward future needs and trends.

Financial Impact

There is no financial impact on the City or Departments budget.

Recommendation

The department recommends contracting with LIV as a third party vendor to maintain online reporting of suppression systems, inspection, testing and maintenance.

2024 Operational Goal

Implementation of programs to improve fire prevention and inspection efforts within the City of Watertown Fire Department response area.

**ORDINANCE TO
CREATE SECTION 303-13. THIRD PARTY INSPECTIONS AND
REPORTING SYSTEMS OF THE CITY OF WATERTOWN GENERAL
ORDINANCES**

**SPONSOR: ALD. DAVIS
FROM: PUBLIC SAFETY AND WELFARE**

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

SECTION 1. Section 303-13 “Third Party Inspections and Reporting Systems” is hereby
created to read and include as follows:

303-13. THIRD PARTY INSPECTIONS AND REPORTING SYSTEMS.

(a) The owner or owner’s lessee of property where any of the devices,
equipment, alarms, or systems listed below are required by this Fire Prevention
Code or are otherwise installed on the property shall cause their maintenance,
testing and inspections to be conducted by qualified service personnel in
accordance with this Code at the required intervals:

<u>Fire Protection Measure</u>	<u>NFPA</u>
Automatic Fire Sprinkler System	25
Commercial Kitchen Hood System	17A
Fire Alarm System	72
Standpipe (incl. 5-year test)	25
Private Hydrant System	25
Foam System (incl. 5-year test)	25

- (b) Qualified service personnel include the following:
1. Person’s factory-trained and certified for the type and brand of device, equipment, alarm, or system being inspected or tested.
 2. Persons who are registered, licensed or certified by the State of Wisconsin to perform the required inspections and testing.
 3. Persons qualified in the applicable NFPA standard.
- (c) The City may retain a third-party person or entity to collect the records of inspection, testing, and maintenance described in sub. (a) of this section which shall act as a repository for said records (the “designated electronic reporting system”) in the same manner as the City otherwise would act consistent with the City’s authority. Records of all installations, inspections, tests, and maintenance listed in sub. (a) of this section shall

be provided electronically to the City’s designated electronic reporting system. Completed records shall be submitted no later than 10 business days following the applicable inspection, test, and maintenance. The submitted report shall contain all information required by the City’s designated electronic reporting system. The designated reporting system may charge qualified service personnel a reasonable fee for these services.

(d) Records of any device, equipment, alarm, and system inspection, test, and maintenance required by this Code, including but not limited to the Fire Protection Measures listed in sub. (a) of this section, shall be maintained on the premises for a minimum of 3 years following the date of the inspection, test, and maintenance. Such reports shall also be provided to the Fire Department as required by this Code or upon the request of the Fire Chief or his or her designee.

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:	11/04/2024		11/19/2024	
READING:	1ST		2ND	
	YES	NO	YES	NO
DAVIS				
LAMPE				
BOARD				
BARTZ				
BLANKE				
SMITH				
SCHMID				
WETZEL				
MOLDENHAUER				
MAYOR MCFARLAND				
TOTAL				

ADOPTED November 19, 2024

CITY CLERK

APPROVED November 19, 2024

MAYOR

**AN ORDINANCE
TO AMEND CHAPTER 550: ZONING CODE, THROUGH THE AMENDMENTS OF
LANGUAGE TO SECTIONS §550-109B, §550-109D, §550-132, §550-56C; §550-32B(2),
§550-33B(2), and §550-34B(2), and §550-120C**

**SPONSOR: MAYOR MCFARLAND, CHAIR
FROM: PLAN COMMISSION WITH POSITIVE RECOMMENDATION**

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

SECTION 1. Section § 550-109B(6) is hereby created to read:

* * *

§ 550-109B (6) Institutional Land Uses in Residential Zoning Districts. In residential zoning districts that contain Institutional Land Uses as specified in § 550-51, exterior storage that occurs after December 31st, 2024, shall abide by the requirements for exterior storage in office and commercial zoning districts as specified in § 550-109D.

* * *

SECTION 2. Section § 550-109D is hereby amended to read:

* * *

§ 550-109(D) Requirements for exterior storage in nonresidential zoning districts.

(1) In all office, and 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 as specified in § 550-109D(2). In all industrial zoning districts, outdoor storage shall conform to the regulations of the zoning district, except as specified in § 550-109D(2). ~~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.~~

(2) In all office, commercial, and industrial zoning districts the following outside storage is subject to a conditional use permit approval per § 550-142. The following items shall not be located within any front yard or street side yard (except for vehicles and/or trailers in designated parking spaces).

- a) Screened refuse containers not part of an approved site plan.
- b) Off-street parking not part of an approved site plan.

(November 4, 2024) Ord. #24-28

SECTION 3. Section § 550-132D is hereby created to read:

* * *

§ 550-132 D. Signs for Institutional Land Uses in Residential Zoning Districts.
(1) In residential zoning districts that contain Institutional Land Uses as specified in § 550-51, such uses shall abide by the permitted sign rules for the General Business (GB) Zoning District as specified in Table 550-132A. After December 31st 2024, new Institutional Land Uses signs shall not be cabinet illuminated signs.

SECTION 4. Section § 550-56C is hereby amended to read:

* * *

§ 550-56C Detached residential garage, carport, utility shed, play structure, or lawn ornament.

- C. ~~Detached residential garage, carport, utility shed, play structure, or lawn ornament.~~ Residential Accessory Structure. Description: Attached or detached residential garages and carports; freestanding utility sheds, gazabos, and pergolas; children’s play structures; or similar structures.

For the purposes of this section, a private residential garage, carport, or utility shed is a structure which primarily accommodates the sheltered parking of a passenger vehicle and/or the storage of residential maintenance equipment and/or personal possessions associated with of the subject property and shall count towards the total number of Residential Accessory Structures. Walks, drives, paved terraces and purely decorative garden accessories such as ponds, fountains, statuary, sundials, flagpoles, etc., shall be permitted in setback areas but not closer than three feet to an abutting property line other than a street line. For the purposes of this section, children's play structures, including playhouses or elevated play structures and climbing gyms, shall be considered accessory structures and shall comply with the requirements of this section whether such play structures are placed on a foundation or not. Swing sets, slides and sandboxes are not considered children's play structures for purposes of this section. A building permit is not required for construction of a play structure. Play structures shall not be used for storage or be constructed out of materials that would constitute a nuisance. It may be located on the same lot as a residential unit or units or on a separate lot in conjunction with a residential land use. See § 550-85 for requirements applicable to legal nonconforming garages. Garages, carports and utility sheds in excess of 1,000 square feet of gross floor area, or which exceed 30% coverage of the rear yard area, or which exceed the lot coverage of the principal structure, are not permitted in residential districts except as conditional uses in the RH and ER-

(November 4, 2024) Ord. #24-28

~~4 Districts. (Also, see the first paragraph of this section.)~~ See § **550-85** for requirements applicable to legal nonconforming garages.

For the purposes of this section, gazabos, pergolas, and children's play structures, including playhouses or elevated play structures and climbing gyms, shall count towards the total number of Residential Accessory Structures and shall comply with the requirements of this section whether such structures are placed on a foundation or not. Individual swing sets, slides, and sandboxes are not considered children's play structures or Residential Accessory Structures for purposes of this section. A building permit is not required for construction of gazabos, pergolas, or play structures. A gazabo, pergola, or play structure shall not be used for storage or be constructed out of materials that would constitute a nuisance. A gazabo, pergola, or play structure may be located on the same lot as a residential unit or units or on a separate adjacent lot in conjunction with a residential land use.

For the purposes of this section, detached accessory dwelling units under Section § 550-56AA(9) and chicken coops and runs under Section § 550-56X(1)(e) shall count towards the total number of Residential Accessory Structures.

For the purposes of this section, walks, drives, paved terraces, and purely decorative garden accessories such as ponds, fountains, statuary, sundials, flagpoles, or similar items do not count toward the total number of Residential Accessory Structures and do not require a building permit. Placement of these items is permitted within setback areas but not closer than three feet to an abutting lot line.

For the purposes of this section, deck boxes and similar structures with 32 square feet of gross floor area or less do not count toward the total number of Residential Accessory Structures and do not require a building permit. Placement of deck boxes is permitted within side and rear yard setback areas but not front or street side yard setback areas and not closer than three feet to an abutting lot line. Limit of one deck box or similar structure per residential unit.

(Also, see the first paragraph of this section § **550-56**.)

(1) Regulations.

- (a) ~~One attached or detached garage and two~~ A total of three (3) Residential Accessory Structures shall be permitted by right.
- (b) A conditional use permit is required for any combination of Residential Accessory Structures that exceeds any of the following:

- [1] 1,000 square feet of gross floor area.
- ~~[2] 30% coverage of the rear yard area.~~

- ~~[3]~~ The lot coverage of the principal structure.
- ~~[4]~~ [2] The maximum accessory building coverage of the zoning district.
- ~~[5]~~ [3] Three (3) Residential Accessory Structures.

SECTION 5. Wherever in the following sections of the City of Watertown Ordinances the words “Detached residential garage, carport or shed.” are used, the words “Residential accessory structure.” are substituted: §§ 550-21C(1)(b), 550-22C(1)(b), 550-23C(1)(b), 550-24C(1)(b), 550-25C(1)(b), 550-26C(1)(b), 550-27C(1)(b), 550-28C(1)(b), 550-29C(1)(b), 550-30C(1)(b), 550-31C(1)(b), 550-32C(1)(b), 550-33C(1)(b), 550-34C(1)(b), 550-35C(1)(b), 550-36C(1)(b), 550-37C(1)(b).

SECTION 6. Section 550-32B(2)(m) is hereby created to read:

* * *

§ 550-32B(2) (m) Convenient Cash Business

SECTION 7. Section 550-33B(2)(q) is hereby created to read:

* * *

§ 550-33B(2) (q) Convenient Cash Business

SECTION 8. Section 550-34B(2)(l) is hereby created to read:

* * *

§ 550-34B(2) (l) Convenient Cash Business

SECTION 9. Section § 550-120C is hereby amended to read:

* * *

§ 550-120C Drainage Standards

C. Standards. No land shall be developed and no use shall be permitted that results in water runoff which causes property damage, a nuisance and/or erosion on adjacent properties. Such runoff shall be properly conveyed to a public storm drain, drainageway or other such public drainage facility per the approval of the Public Works Director/City Engineer. All parking lots 4,000 square feet or larger shall be internally drained with catch basins connected to a municipal storm sewer or other on-site stormwater management system in accordance with Article III, Stormwater Maintenance, of Ch. 453, Municipal Code.

SECTION 10. All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed.

SECTION 11. This ordinance shall take effect and be in force the day after its passage and publication.

DATE:	November 4, 2024		November 19, 2024	
READING:	1ST		2ND	
	YES	NO	YES	NO
DAVIS				
LAMPE				
BOARD				
BARTZ				
BLANKE				
SMITH				
SCHMID				
WETZEL				
MOLDENHAUER				
MAYOR MCFARLAND				
TOTAL				

ADOPTED November 19, 2024

CITY CLERK

APPROVED November 19, 2024

MAYOR

ORDINANCE TO AUTHORIZE 24 HOUR CONSTRUCTION ON STH 19 (MAIN ST.) BRIDGE OVER THE ROCK RIVER IN WATERTOWN, WI

SPONSOR: MAYOR EMILY MCFARLAND

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

SECTION 1. The following flexibilities have been identified by the City of Watertown Common Council in regard to the construction of STH 19 (Main St.) Bridge over the Rock River:

The Common Council believes it necessary to permit construction up to 24 hours per day in order to ensure the timely reopening of STH 19 (Main St.) Bridge over the Rock River in Watertown WI. To accomplish this goal the Common Council authorizes the Mayor to waive restrictions to construction noise from 9:00 p.m. – 7:00 a.m. and filling from sunset until 7:00 a.m. under Watertown Ordinance § 410-40(C) and § 232-52(D) for construction activities associated with the construction of STH 19 (Main St.) Bridge.

SECTION 2. The following conditions have been identified by the City of Watertown Common Council regarding the waivers in Section 1.

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

DATE:	<i>November 4, 2024</i>		<i>November 4, 2024</i>	
READING:	1ST		2ND	
	YES	NO	YES	NO
DAVIS				
LAMPE				
BOARD				
BARTZ				
BLANKE				
SMITH				
SCHMID				
WETZEL				
MOLDENHAUER				
MAYOR MCFARLAND				
TOTAL				

ADOPTED November 4, 2024

 CITY CLERK

APPROVED November 4, 2024

 MAYOR



Watertown Fire Department

Section 12, Item A.

106 Jones Street, Watertown, WI 53094 • 920-261-3610 • 920-261-7527 fax
www.watertownfiredept.com

2025 Contract for the Provision of EMS Coverage for the Township of Lebanon

1. The City of Watertown Fire Department will provide EMS coverage to the Township of Lebanon fire departments primary service area by providing one ambulance staffed with two personnel that will be dispatched from the Watertown Fire Department for EMS calls.
2. The City's Fire Department will bill separately for emergency medical transport and paramedic services rendered under this contract in the same manner as are billed to City of Watertown residents, and any other recovery cost as allowed by law.
3. Disposable medical equipment and medications used for patient care, by Lebanon responders, on EMS calls responded to by the Watertown Fire Department will be exchanged on a one-for-one bases, if available, at the time of the call.
4. Patients will be transported to the closest, most appropriate hospital.
5. Lebanon will cross credential emergency medical personnel with Watertown Fire Department. Those personnel must be approved by the Watertown Fire Departments Medical Director.
6. In the event the Watertown Fire Department is committed to previously received requests for the service and is unable to respond, mutual aid agencies will be contracted and dispatched for the call and will not be considered a breach of contract.
 - a. The Township of Lebanon will pay the City of Watertown an annual fee of \$69,081.00 (Sixty-nine thousand, eighty-one dollars) for EMS coverage for 2025.
7. This contract may be canceled at any time with sixty (60) days written notice to the other party.
8. The township shall make payments for the contract year referenced above as follows: fifty percent (50%) of the contracted price shall be paid on or before February 28th of the contract year and the remaining fifty percent (50%) of the contracted price shall be paid on or before August 31st of the contract year. Invoices requesting payment by the townships shall be provided by the City by February 1 and August 1 of the contract year.
9. To help with budget planning, any successor agreements should be negotiated by October 1, 2025.
10. This contract will begin on January 1, 2025.

Signed

Emily McFarland, Mayor

Date

City of Watertown

Greg Fredrick, Chairperson

Date

Town of Lebanon

MEMO

Fire Department

To: Finance Committee

From: Chief Reynen

Date: 10/14/2024

Subject: EMS Contract for Lebanon

Background

The Watertown Fire Department currently provides Emergency Medical Services (EMS) to surrounding townships. For several years, Watertown has been the primary EMS provider for Lebanon Fire Departments service area. The attached contract shows the calculated rate of charges for the service year 2025.

Budget Goal

1. Supports employee retention and growth, while also evaluating operations and the associated staffing.
2. Fosters community growth by assessing opportunities, stakeholder input, environmental needs and modern code and policy priorities.

Financial Impact

The calculated cost of the contract is \$69,081.00 for 2025.

Recommendation

Approve the contract agreement to continue providing EMS services to Lebanon for 2025.

2024 Operational Goal

1. Enhance community resilience and safety through proactive education, support, and adequate Fire/EMS response.

**RESOLUTION TO
APPROVE LEBANON EMS SERVICE COVERAGE**

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

WHEREAS, the Watertown Fire Department has an EMS Transport Agreement with the Township of Lebanon that expires December 31, 2024; and,

WHEREAS, the Watertown Fire Department would be dispatched for EMS calls and provide one ambulance staffed with two personnel for a fee; and,

WHEREAS, the Watertown Fire Department recommends the cost to cover Lebanon EM be a one-year contract based on population and fire/EMS service cost mill rate.

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 go into agreement and approve the contract to provide EMS service coverage to the Township of Lebanon in the amount of \$69,081.00.

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

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

ADOPTED November 4, 2024

CITY CLERK

APPROVED November 4, 2024

MAYOR

**RESOLUTION TO
CREATE FUND #30 FOR TID #9**

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

WHEREAS, the Common Council of the City of Watertown has approved the creation of Tax Incremental District No. 9 (TID #9) at its October 15, 2024 meeting (Resolution 9663); and

WHEREAS, the City of Watertown Common Council recognizes the need to establish a new accounting fund for the administration and operation of TID #9; and

WHEREAS, the establishment of a dedicated accounting fund for TID #9 will ensure proper tracking and management of revenues and expenditures related to the district;

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

- That a new accounting fund, known as the “TID #9 Fund” [Fund 30] is hereby created, effective immediately upon passage of this resolution.
- That the Finance Office is directed to establish and maintain this fund and associated accounts in accordance with applicable laws and accounting standards.
- That all revenues generated from TID #9 shall be deposited into this fund, and all expenditures related to TID #9 shall be disbursed from this fund.

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

ADOPTED November 4, 2024

CITY CLERK

APPROVED November 4, 2024

MAYOR

PUBLIC TRANSIT LEASE AGREEMENT

Between
City of Watertown
and
Passenger Transit, Inc.

This Agreement specifies terms under which City of Watertown hereinafter referred to as Lessor, leases one or more vehicles to Passenger Transit, Inc., hereinafter referred to as Lessee. This lease is effected by virtue of Lessor’s public transit service operating contract with Lessee.

“Department” herein means the Wisconsin Department of Transportation. “Leased vehicle” herein means a vehicle covered by this lease.

SECTION 1. TERM

Lessor hereby leases the following vehicle(s) to Lessee starting on January 1, 2025, and ending December 31, 2025, or on the end date of the Lessor’s current public transit service contract with the Lessee, whichever comes first. This list is subject to changes as vehicles are purchased or sold.

SECTION 2. VEHICLE INFORMATION

Address where vehicles are stored: 309 William Street, Watertown WI 53094

Table with 5 columns: Year, Make, Model, Vin, Fleet #. Lists vehicle details from 2005 to 2024.

SECTION 3. EXECUTION OF LEASE

IN WITNESS WHEREOF this Agreement shall become effective upon its complete execution by Lessor and Lessee.

SECTION 4. CONDITIONS

This Agreement is one of leasing only, and the Lessee shall not acquire any right, title or interest to vehicle(s) leased other than that of Lessee. The Lessee acknowledges that the Lessor owns (subject to any Department liens) the vehicle(s) subject to this Agreement. Nothing herein shall affect Lessor’s absolute ownership of any title or interest to said vehicle(s).

The Lessee shall lease and operate the vehicle(s) in accordance with the service characteristics described in the Lessor’s operating assistance grant agreement with the Department.

Department approval is required for incidental use of the leased vehicle(s), and any such use must be compatible with the original purposes of the grant. The incidental use must not in any way interfere with the Lessor’s continuing control over the use of the vehicle(s) or the Lessee’s continued ability to carry out the service described in its shared ride taxi operating contract with Lessor.

The Lessee will comply with the terms, conditions and obligations included in the grant agreement executed between the Lessor and the Department so as not to impair the Lessor’s relationship with the Department, nor cause Lessor to be in default of any agreement with the Department. Any breach of this Agreement shall be considered a default by the Lessee.

The Lessee agrees that it will not use or permit the use of the leased vehicle(s) in any negligent or improper manner, or in violation of any statute, law or ordinance, or so as to void any insurance or warranty covering the vehicle(s), or permit any vehicle(s) to become subject to any lien, charge or encumbrance which may affect the Lessor’s title to the vehicle(s).

The Lessee shall not mortgage, pledge, sell, or otherwise encumber or dispose of the vehicle(s) provided under the terms and conditions of this Agreement.

Both parties agree to abide by the relevant rules and regulations provided by the Federal Transit Administration (FTA), specifically the most current FTA Master Agreement. The most recent version of the FTA Master Agreement is found at the FTA’s website (<http://fta.dot.gov>).

Lessee agrees to review and comply with the annual FTA Certification and Assurances signed by the Lessor, the most recent version of which can be found at FTA’s website (<http://fta.dot.gov>).

Both parties agree to abide by the relevant rules and regulations provided by the Department, (including those of the Division of Motor Vehicles), and regulating authorities in any State or County in which the vehicle(s) are operated under the terms and conditions of this Agreement.

SECTION 5. REPRESENTATION AND WARRANTIES

In consideration of the Lessor entering into this Agreement, the Lessee represents and warrants:

- A. The Lessee is in good standing under the laws of the State of Wisconsin and has the power and authority to carry on its business as now conducted; to own, lease and operate its property and assets; and to execute this Agreement and any other agreements and instruments referred to in this Agreement.
- B. The Lessee has and will continue to have during the term of this Agreement, all necessary licenses, certifications, or other documents required by any federal, state or local governmental agency,

which authorize or empower the services to be performed by the Lessee.

SECTION 6. REGISTRATION

The leased vehicle(s) shall bear the proper license plate(s) in accordance with the governing grant. The title to such vehicle(s) is to be registered in the name of the Lessor, subject to the lien rights of the Department. All annual registration, license fees, and safety inspection costs shall be paid by the Lessee.

The Lessor will maintain ownership of the vehicle(s) obtained through the grant program. The Lessor shall have full authority to exercise its responsibilities as owner of the vehicle(s) provided under the terms and conditions of this lease.

SECTION 7. INSURANCE

Insurance levels, categories and premium payments for all leased vehicles shall be the responsibility of the Lessee.

Insurance shall include such coverage as required by the grant agreement between the Lessor and the Department, and shall meet the requirements of applicable local, state and federal laws. The Lessor must be named as the payee for all payments relating to vehicle damage or loss.

The insurance shall be primary, and not excessive or contributory, with respect to any accident involving such vehicle(s), and shall at minimum afford the following coverage:

- A. Bodily injury liability, each person: \$1,000,000
- B. Bodily injury liability, each accident: \$1,000,000 + \$1,000,000 umbrella
- C. Property damage liability, each accident: \$250,000
- D. General liability, bodily injury and property damage: \$1,000,000 + \$1,000,000 umbrella

The Lessee shall bear all risks of damage or loss of the leased vehicle(s), or any portion of damage or loss not covered by insurance. All replacements, repairs, or substitutions of leased vehicle parts or equipment shall be at the cost and expense of the Lessee and shall be accessions to the vehicle(s).

SECTION 8. VEHICLE MAINTENANCE

The Lessee shall, at all times and at Lessee's expense, maintain the leased vehicle(s) in working order and at a high level of cleanliness, safety, and mechanical soundness. The Lessee shall take all reasonable efforts to insure against theft and vandalism. The Lessee agrees to return each leased vehicle in the condition in which it was received, except for reasonable wear and tear.

The Lessee agrees to adhere to all provisions of the Lessor's vehicle maintenance plan on file with the Department, and to any changes or addendums made to the plan.

The Lessee shall be responsible for scheduling, completing and documenting all preventative maintenance. All such maintenance shall be consistent with manufacturer specifications, the Lessor's vehicle maintenance plan, and Department guidelines. The Lessee shall be responsible for ensuring the completion of, and payment for, all necessary repairs.

SECTION 9. VEHICLE OPERATION

The Lessee shall ensure that only properly trained and licensed drivers operate the leased vehicle(s). The Lessee shall provide the Lessor with the names of all individuals whom it authorizes to operate the vehicle(s), and shall provide the name of each before said individual may operate the vehicle(s).

The leased vehicle(s) shall not be used in violation of any federal, state or municipal statutes, laws, ordinances, rules or regulations. The Lessee shall not use any leased vehicle, nor allow any such vehicle to be used, for any unlawful purpose or for the transportation of any property or material deemed hazardous. Respirators, concentrators, or portable oxygen used by individuals are not considered hazardous materials.

The Lessee shall operate the leased vehicle(s) only on designated roads, and shall not subject the vehicle(s) to use under such road conditions as may result in damage to the vehicle(s).

SECTION 10. CIVIL RIGHTS

The Lessee shall comply with all federal statutes relating to nondiscrimination that apply, including, but not limited to:

- A. The prohibitions against discrimination on the basis of race, color, or national origin, as provided in Title VI of the Civil Rights Act, 42 U.S.C. 2000d;
- B. The prohibitions against discrimination on the basis of sex, as provided in: (a) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 – 1683, and 1685 – 1687, and (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25;
- C. The prohibitions against discrimination on the basis of age in federally funded programs, as provided in the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 – 6107;
- D. The prohibitions against discrimination on the basis of disability in federally funded programs, as provided in section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; and
- E. The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*

The Lessee agrees to comply with all terms of the Lessor's approved Title VI Plan and of any changes or addenda thereupon. The Lessee is responsible for proper posting of a valid Title VI public notice in each leased vehicle at all times.

SECTION 11. ADDITIONAL FEES

The Lessee shall pay any and all storage charges, parking fees, and fines which are levied against Lessee as a result of the improper acts of Lessee or its employees.

The Lessee shall pay any fees (including vehicle registration and inspection fees) and/or taxes which may be imposed with respect to the leased vehicle(s) by any duly constituted governmental authority as the result of Lessee's use or intended use of the vehicle(s).

SECTION 12. AUDITS, INSPECTIONS, AND REPORTING

The Lessee shall be responsible for providing any and all data pertaining to services provided using the leased vehicle(s) as requested upon reasonable notice by the Lessor. The data required may include, but is not limited to, vehicle maintenance records, trip logs, and ridership data.

The Lessee agrees to complete all reports and documents required by the Lessor and/or the Department in a timely fashion. Such reports will be sent to the Lessee on or before specified deadlines.

The Lessor, Department or FTA, or any designee thereof, may at any time audit and/or inspect the leased vehicle(s) and attendant records for compliance with the provisions of this Agreement. The Lessee agrees to comply with all requests to make equipment available as requested by the aforementioned parties for completion of audits.

The Lessee agrees to preserve all reports, insurance policies, trip sheets, and other data pertaining to compliance with any and all terms of the Agreement for a period of six (6) years after the termination of the Agreement, or one year after the DOT program year audit is completed, whichever is longer.

The Lessee is responsible to arrange for and obtain inspections of motor buses and human service vehicles leased under this Agreement as required by federal and state law. In all such cases, Lessee shall send a copy of the inspection report to the Lessor.

SECTION 13. LIABILITY

The Lessee agrees to hold harmless the Lessor and the State of Wisconsin from any and all claims, losses, causes of action, and expense, for whatever reason, including legal expenses and reasonable attorney fees, arising from the use, maintenance, and operations of the vehicle(s) leased under this Agreement.

SECTION 14. LEASE MANAGEMENT

The overall supervision and monitoring of compliance with lease specifications shall be the responsibility of the Lessee. The Lessee will address and resolve concerns or questions regarding this Agreement or operation of the leased vehicles with the Lessor.

This Agreement or any part thereof may be renegotiated in circumstances where changes are required by federal law or regulations, state law or regulations, court orders or actions, or when the parties agree that a new lease would better meet their needs than existing terms and conditions of this lease.

Any revisions to this lease must be agreed to by both parties, as evidenced by an addendum signed by the authorized representative of each party and approved by the Department.

SECTION 15. TERMINATION

If so directed by the Department or other state agency, the Lessee must return the leased vehicle(s) within five (5) days of notice to the Lessor, and at such time, lease provisions are terminated. Otherwise, the Lessor may terminate this Agreement by giving thirty (30) days written notice, at which time the Agreement is terminated.

Immediately upon termination, the Lessee agrees to turn over all maintenance records and histories

to the Lessor at no additional cost to the Lessor.

Failure to comply with any provisions of this Agreement by any party shall be considered due cause for termination of the lease.

SECTION 16. SUBLEASE RESTRICTIONS

Subleasing or renting the leased vehicle(s) is prohibited.

For City of Watertown

For Passenger Transit, Inc.

Signature



Signature

Emily McFarland
Mayor
Date:

Richard Running
President
Date: 10/14/24

**RESOLUTION TO
ENTER INTO LEASE WITH PASSENGER TRANSIT, INC. FOR
SHARED-RIDE TAXI SERVICE VEHICLES**

**SPONSOR: ALD. SCHMID
FROM: TRANSIT COMMISSION**

WHEREAS, the City of Watertown operates a shared-ride taxi service; and,

WHEREAS, the City of Watertown purchases vehicles needed to operate the shared-ride taxi service; and,

WHEREAS, an annual lease is necessary to allow the use of such vehicles by the company contracted to provide shared-ride taxi service in the City of Watertown.

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

That the proper City officials be and are hereby authorized to execute the attached one-year lease agreement with Passenger Transit, Inc. for the period of January 1, 2025, through December 31, 2025 for the lease of vehicles for the purpose of operating a shared-ride taxi service.

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

ADOPTED November 4, 2024

CITY CLERK

APPROVED November 4, 2024

MAYOR

MEMO

Administration

To: Common Council, CC: Mayor McFarland

From: Mason Becker, Strategic Initiatives and Development Coordinator

Date: November 4, 2024

Subject: WEDC Small Business Development Grant application

Background

As alders are aware, the City has been preparing for the 2028 reconstruction of Main Street. As part of that process, the Downtown Main Street Task Force has identified and taken steps to help ensure our downtown businesses are ready when that project occurs. One major topic of consideration has been ensuring that residents and customers will still have appropriate access to downtown businesses and properties during the reconstruction. With that, the Executive Director of the Watertown Main Street Program has proposed applying for a grant through WEDC and creating a local Back Door Accessibility Grant program, which downtown property owners will be able to apply for, to improve accessibility, safety, or appearance of back door spaces, alleys, and loading zones.

As according to WEDC staff, a municipality must be the official applicant, the City of Watertown would be applying for this grant, and the Main Street Program will be a collaborator and administrator of the program.

Budget Goal

Promotes and fosters innovative approaches for community development and growth

Financial Impact

Grant award will be for up to \$250,000.00. The Watertown Main Street Program will administer the Back Door Accessibility Grant, if this grant application is successful. There is no expected direct financial impact to the City, though businesses and residents will benefit from the results of this grant program.

Recommendation

At its meeting on October 21, 2024, the Finance Committee moved this resolution to the Common Council for final approval, with a provision that the SIDC and Main Street Director check

MEMO

on the wording of the application submission. The attached email from Jason Scott at WEDC confirms that the language used in the application was acceptable.

From: [Jason Scott](#)
To: [Jody Purtell](#)
Cc: [Mason Becker](#)
Subject: RE: Small Business Grant Application
Date: Tuesday, October 22, 2024 5:22:35 PM
Attachments: [image001.png](#)
[image002.png](#)

Hi Jody,

Thanks for your time on the phone this afternoon. After looking at the application, I don't have significant concerns about the application and narrative. I think it is clear from what was submitted that the applicant is the City of Watertown, but that the administration of the grant would be done in partnership with the Watertown Main Street organization. So giving all the detail on the Main Street organization is appropriate and won't present a problem.

Thanks and let me know if you have questions,

Jason Scott
Regional Economic Development Director
He/Him/His

Wisconsin Economic Development Corporation

 jason.scott@wedc.org

 +1.608.210.6790

From: Jody Purtell <watertownmainstreet@gmail.com>
Sent: Tuesday, October 22, 2024 4:28 PM
To: Jason Scott <jason.scott@wedc.org>
Cc: Mason Becker <MBecker@watertownwi.gov>
Subject: Small Business Grant Application

Hi Jason,

I have a quick question about wording with the grant application I submitted. I also left you a voicemail. Please give me a call when you have a chance.

Thanks, Jody

--

Jody Purtell
Executive Director
Watertown Main Street Program
519 E. Main St.
Watertown, WI 53094
(920) 342-3623
www.watertownmainstreet.org

**RESOLUTION TO
APPLY FOR WEDC SMALL BUSINESS DEVELOPMENT GRANT**

**SPONSOR: MAYOR MCFARLAND
FROM: WATERTOWN MAIN STREET PROGRAM**

WHEREAS, the Wisconsin Economic Development Corporation (WEDC) has grant funds available through its Small Business Development Grant program for projects with an emphasis on, but not limited to, supporting small business development and growth; and,

WHEREAS, the board of the Watertown Main Street Program has authorized their Executive Director to apply for this program; and,

WHEREAS, the applicant must be a municipality, and the City of Watertown is a municipality located in Wisconsin and is an eligible recipient of these SBDG funds; and,

WHEREAS, the City is supportive of Watertown Main Street’s intention to administer a grant program and use these funds to support the general enhancement of downtown business back entrances and adjacent areas, ahead of the 2028 Main Street reconstruction project, in order to improve accessibility to these businesses;

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

Supports applying for this WEDC Small Business Development Grant, with the Main Street Program listed as a collaborator on the application,

That the proper City Officials be and are hereby authorized to sign and submit the application for this program to WEDC a copy of which is attached hereto as Exhibit A, and that if said grant funds are awarded, the proper City officials are hereby authorized and directed to accept said funds, pursuant to the terms of the grant application, and to execute any and all documents and assurances which may be required for purposes of the same.

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

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

ADOPTED November 4, 2024

CITY CLERK

APPROVED November 4, 2024

MAYOR

Legal Entity

* Legal Entity Type

City Government ▼

* Tax ID

Enter the FEIN of the business (XX-XXXXXXX format).

39-6005640

* W-9 [Download Blank W-9](#)

Upload a signed copy of the entity's form W-9.

Read Only



Chartering Document

Chartering Document

Upload a copy of the entity's chartering document (i.e., articles of incorporation/organization; governing statute; charter), if applicable.

Read Only



Initial Eligibility (SBDG)

* Is the primary applicant a member-based organization?

Only local and regional economic development organizations, municipalities, tribal governments, and counties are eligible to apply for this grant. Member-based small-business centric organizations, such as Chambers of Commerce, are ineligible, but are encouraged to be collaborative partners with eligible applicants.

No

Applicant Information (SBDG)

* Legal Name

City of Watertown

Trade Name

* Mailing Street Address

106 Jones St

* Mailing City

Watertown

* Mailing State

Wisconsin

* Mailing Zip Code

53094

* Mailing County

Jefferson

Fiscal Year End Date

Website Url

watertownwi.gov

* Phone

9205678181

Non-profit Description

If applicable, provide a description of non-profit credentials for the organization.

Non-profit Credentials

If applicable, provide the non-profit credentials for the organization.

Read Only

Entity Roles

Role	First Name	Last Name	Title	Email
Principal Dire	Mason	Becker	Developer	mbecker@

Project Roles

Role	First Name	Last Name	Title	Company
Project Conta	Jody	Purtell	Executive Di	Watertown
Legal Contac	Steven	Chesebro	City Attorney	City of Wa
Financial Cor	Mark	Stevens	Finance Dire	City of Wa
Performance	Mason	Becker	Developer	City of Wa
Contract Sign	Emily	McFarland	Mayor	City of Wa

* Will you be working with an external collaborator on this project?

Please indicate if you are working with another entity as an external collaborator on this project. If so, please provide contact information for the relevant members of the collaborating organization.

Yes

External Collaborator

Role	First Name	Last Name	Title	Company
Project Conta	Jody	Purtell	Executive Di	Watertown

Project Narratives (SBDG)

Project location is the same as Mailing Address.



* Proposed Project Start Date

01/01/2025

* Proposed Project End Date

01/03/2028

* Project Description

Provide an overview of your project. Additional details will be provided in subsequent questions.

The Back Door Accessibility Grant is a program designed to enhance accessibility and safety in Watertown's back alleys and business spaces ahead of the 2028 Main Street Reconstruction project. Administered by the Watertown Main Street Program, the grant offers matching funds to business and building owners who commit to improving the functionality and appearance of their back door areas.

By focusing on both accessibility and aesthetic appeal, the program aims to create a more welcoming and inviting environment for both residents and visitors. The improved back door areas will not only be more accessible to individuals with disabilities but will also contribute to the overall visual appeal of the city's business district.

* Detailed Project Description

[Download Small Business Development Grant Quick Guide](#)

If not already available, please download a copy of the Small Business Development Grant quick guide. Upload a project description that addresses each of the Evaluation Criteria in the quick guide as they relate to the proposed project and the applicant. Please address each criteria, even if they do not apply directly to the proposed project.

Read Only



FY25-Detailed Project Description-SBDG-Watertown, City of.pdf

* Background and Structure of the entity.

Describe the background and structure of the entity; its experience and capacity in providing small business support through grants, loans, rent assistance, mentorship, education or other services; and any existing partnerships or collaborative efforts with other small business support organizations in the community. Outline how the organization will grow and expand the small business ecosystem of the project's geographic area.

Organization Background and Structure
 The Watertown Main Street Program (WMSP) is a non-profit organization dedicated to revitalizing Watertown's historic downtown district. Established in 2000, WMSP has been instrumental in fostering a vibrant and thriving business community through various initiatives. WMSP operates under a Board of Directors/Advisory Committee structure, ensuring strategic guidance and community engagement. The organization has a proven track record of successful project implementation, including façade improvement grants, sign grants, public art installations, events and more.

Small Business Support Experience and Capacity
 WMSP has a strong history of supporting small businesses in Watertown through a variety of programs and services.

Grants: The organization has awarded numerous grants to small businesses for capital improvements, inventory purchases, and marketing efforts.

Education: The organization hosts workshops and seminars on topics such as financial management, social media marketing, and regulatory compliance.

Partnerships and Collaborative Efforts:
 WMSP has established strong partnerships with other local organizations to enhance its impact on the small business ecosystem.

Watertown Tourism: Collaboration on joint marketing campaigns and events.

Watertown Area Chamber of Commerce: Sharing resources and expertise on workforce development programs.

~Expanding the Small Business Ecosystem: To further grow and expand the small business ecosystem in Watertown, WMSP will implement the following strategies:
 ~Business Incubator: Establish a business incubator to provide affordable workspace, mentorship, and resources to startup businesses.
 ~Small Business Resource Center: Create a centralized hub for small businesses to access information, training, and networking opportunities.
 ~E-commerce Initiative: Support small businesses in developing online stores and expanding their reach through digital marketing.
 ~Entrepreneurship Education: Partner with local schools and universities to offer entrepreneurship education programs for students.
 ~Community Engagement: Organize events and activities to promote local businesses and foster a sense of

Organizational Leadership

Please provide bios/resumes of organizational leadership that includes name, title, organizational role, term start and end dates.

Read Only



FY25-Organizational Leadership-SBDG-Watertown, City of.pdf

Project Curriculum or Technical Services Offered

Provide a detailed description of the programming, curriculum, or technical services being offered through the program.

Program Overview:

The Watertown Main Street Program is a comprehensive initiative designed to revitalize and enhance the downtown core of Watertown, Wisconsin. By focusing on four key areas – organization, promotion, design, and economic vitality – the program aims to create a vibrant, attractive, and thriving downtown district.

Programming and Curriculum:

Organization:

Downtown Management: Providing training and support to local businesses and property owners on best practices for managing downtown businesses.

Partnership Development: Fostering partnerships between local businesses, organizations, and government agencies to promote downtown revitalization.

Community Engagement: Organizing community events and activities to increase public awareness and involvement in downtown initiatives.

Promotion:

Marketing and Branding: Developing a distinctive brand identity for downtown Watertown and implementing effective marketing campaigns to attract visitors and residents.

Public Relations: Managing media relations and public outreach to promote downtown events, businesses, and amenities.

Social Media: Utilizing social media platforms to engage with the community and share information about downtown happenings.

Design:

Façade Improvement: Offering grants and technical assistance to property owners for façade improvements that enhance the visual appeal of downtown buildings.

Public Space Development: Planning and implementing projects to improve public spaces, such as parks, plazas, and streetscapes.

Historic Preservation: Promoting the preservation of historic buildings and landmarks within the downtown district.

Economic Vitality:

Business Development: Providing technical assistance and resources to local businesses to help them start, grow, and succeed.

Retail Recruitment: Attracting new businesses, particularly retailers, to fill vacant storefronts and enhance the downtown shopping experience.

Entrepreneurship Training: Offering entrepreneurship workshops and mentoring programs to support local entrepreneurs.

Technical Services:

Market Research: Conducting market research to identify opportunities for new businesses and identify consumer trends.

Design Services: Offering design services for façade improvements, public space development, and historic preservation projects.

Sustainable Operations Strategy

Provide the strategy for your organization's ongoing and sustainable operations funding.

Watertown Main Street Program, requires a consistent and reliable funding source to sustain its operations and achieve its goals. This strategy aims to diversify revenue streams, minimize reliance on any single source, and ensure long-term financial stability.

Proposed Funding Strategy

Fundraising Events:

Organize annual or bi-annual fundraising events such as ticketed walks, bingo nights, auctions, and more.

Partner with local businesses and organizations to increase event attendance and sponsorship.

Create unique and memorable experiences that attract both locals and visitors.

Grants and Partnerships:

Actively seek grants from foundations, government agencies, and corporations that support community development and economic revitalization.

Collaborate with other organizations, such as local chambers of commerce or economic development agencies, to share resources and funding opportunities.

Develop strong relationships with potential funders to increase the likelihood of successful grant applications.

Corporate Sponsorships:

Promote sponsors through signage, event promotions, and social media.

Explore opportunities for in-kind donations or services from local businesses.

Investment Income:

Establish a small endowment fund to generate investment income.

Consider seeking donations or grants specifically for endowment purposes.

Work with a financial advisor to develop a prudent investment strategy.

Budgeting and Financial Management: Develop a detailed annual budget and track expenses closely.

Implement a robust financial management system to ensure accountability and transparency.

Donor Stewardship: Recognize and thank donors for their contributions.

Provide regular updates on the impact of their support.

Cultivate strong relationships with donors to encourage repeat giving.

By diversifying revenue streams and actively seeking funding opportunities, Watertown Main Street can establish a solid financial foundation and ensure its long-term success in revitalizing downtown Watertown.

Application/Funding Process

Provide a description of eligibility requirements for companies applying to the program; describe the application process and the criteria that will be used to (1) approve funding and program participation (2) select the type and amount of funding and program participation to approved applicants.

Grant Eligibility:
 Business and building owners located within the Watertown Main Street district.
 Projects must focus on improving the accessibility, safety, or appearance of back door spaces, alleyways, or loading zones.
 Eligible expenses may include:
 Repairing or replacing existing doors and windows.
 Installing new lighting or security cameras.
 Painting or upgrading the exterior of buildings.
 Resurfacing or improving alleyway surfaces.
 Adding landscaping or other aesthetic enhancements.

Grant Matching Funds:
 ~The Watertown Main Street Program will provide a match up to \$10,000 to the total project cost, depending on the project's size and scope.
 ~Grant recipients must submit a completed application, including detailed project plans and cost estimates.
 ~Upon approval, grant funds will be disbursed after project completion and verification of expenses.

Application Process:
 ~Interested applicants can obtain a grant application from the Watertown Main Street Program office.
 ~Completed applications must be submitted by [deadline date].
 ~A review committee will evaluate applications and select eligible recipients.
 ~Grant recipients will be notified of the decision and provided with instructions for project implementation.

Additional Information:
 ~Grant funds may be combined with other funding sources to support larger projects.
 ~Grant recipients are encouraged to consult with the Watertown Main Street Program staff for technical assistance and guidance.
 ~For more information, please contact [contact name] at [contact phone number] or [email address].

Anticipated Impact:
 The Back Door Accessibility Grant is expected to have a significant positive impact on Watertown's Main Street district. By improving accessibility and safety in back alleyways and business spaces, the grant will create a more welcoming and inviting environment for customers and employees. This, in turn, will help to attract new businesses, increase foot

Sample Application

Provide a sample application for companies applying to the program.

[Read Only](#)



[FY25-Sample Application-SBDG-Watertown, City of.pdf](#)

Collaborative Partner

Check the box if the applicant is collaborating or partnering with any other entities to manage this project? (e.g. Chambers of Commerce, Economic Development Organizations, Nonprofits, or local private companies)

* Collaborative Partner Information

Please provide the name, address, and a brief description of the entity/entities collaborating with the applicant.

Jody Purtell
Executive Director
519 E. Main Street Watertown Wisconsin 53094

Watertown Main Street is a community-driven organization committed to revitalizing downtown Watertown. We collaborate with local businesses, property owners, and the city to enhance the area's aesthetics, promote economic growth, and preserve its historic character. Our mission is to create a vibrant and thriving downtown that benefits residents, visitors, and businesses alike.

* Collaborative Description

The Main Street Program: A Collaborative Partner, the Watertown Main Street Program plays a vital role in the city's development and revitalization efforts. The program works closely with local businesses, property owners, and city officials to improve the accessibility and walkability of the downtown area. By

* Collaborative Letter of Support

Read Only



FY25-Collaborative Letter of Support-SBDG-Watertown, City of.pdf

Budget (SBDG)

* Budget [Download Budget Template](#)

Download and complete your budget, then upload the document.

Read Only



[FY25-Budget-SBDG-Watertown, City of.xlsx](#)

Financial Statements

Provide the last 3 years of complete financial statements, which includes a profit and loss, balance sheet, and cash flow statement for each year, including interim financials, if applicable. If the organization has been in operation for less than three years, provide complete financial statements for as many years as it has been in operation including interim financials.

Read Only



[FY25-Financial Statements-SBDG-Watertown, City of.pdf](#)

Information on Legal Proceedings

Check the box if applicant has been involved in a lawsuit in the last 5 years.

Check the box if applicant has been involved in a bankruptcy or insolvency proceeding in last 10 years, or any such proceedings are pending.

Check the box if applicant has been charged with a crime, ordered to pay or otherwise comply with civil penalties imposed, or been the subject of a criminal or civil investigation in the last 5 years.

Check the box if applicant has any outstanding tax liens.

State Requests for Bid or Proposal

Check the box if you are aware of any State of Wisconsin request(s) for bid or request(s) for proposal to which the applicant intends to respond, or to which the applicant has recently responded.

Certification Statement

THE APPLICANT CERTIFIES TO THE BEST OF ITS KNOWLEDGE:

1. The information submitted to the Wisconsin Economic Development Corporation (WEDC) in this application, and subsequently in connection with this application, is true and correct.

2. The applicant is in compliance with laws, regulations, ordinances and orders applicable to it that could have an adverse material impact on the project. Adverse material impact includes lawsuits, criminal or civil actions, bankruptcy proceedings, regulatory action by a governmental entity or inadequate capital to complete the project.

3. The applicant is not in default under the terms and conditions of any grant or loan agreements, leases or financing arrangements with its other creditors that could have an adverse material impact on the project.

4. WEDC is authorized to obtain background checks including a credit check on the applicant and any individual(s) with 20% or more ownership interest in the applicant company.

5. The applicant has disclosed, and will continue to disclose, any occurrence or event that could have an adverse material impact on the project.

THE APPLICANT UNDERSTANDS:

1. This application and other materials submitted to WEDC may constitute public records subject to disclosure under Wisconsin's Public Records Law, § 19.31 et seq. The applicant may mark documents "confidential" if the documents contain sensitive information.
2. Submitting false or misleading information in connection with an application may result in the applicant being found ineligible for financial assistance under the funding program, and the applicant or its representative may be subject to civil and/or criminal prosecution.
3. Authorization to Receive Confidential Information. The applicant hereby authorizes the Wisconsin Economic Development Corporation ("WEDC") to request and receive confidential information that the applicant has submitted to, including any adjustments to such information by, the Wisconsin Department of Revenue ("DOR") and the Wisconsin Department of Workforce Development ("DWD"), and to use such information solely for the purposes of assessing the applicant's performance for the duration of the economic development project and ensuring that WEDC is properly administering or evaluating economic development programs. With regard to the information contained in the DWD unemployment insurance files, WEDC may access the following for the 8 most recent quarters: the quarterly gross wages paid to the applicant's employees; the monthly employee count; and the applicant's FEIN, NAICS code, and legal and trade names. The applicant also authorizes WEDC to share information submitted to WEDC by the applicant with the DOR and DWD and to redisclose to the public the information received from the DOR and DWD used to evaluate the applicant's performance under their specific economic development program and the impact of WEDC economic development programs. Records exempted from public records law by Wis. Stat. § 19.36(1) will be handled by WEDC in accordance with that law.

THE APPLICANT ATTESTS that the signatory/individual identified below is authorized to complete this application and affirm the statements and materials provided therein on behalf of the applicant.

Section 12, Item D.

* I agree with the above Certification Statement.



* Full Name

Mason T Becker

* Title

Strategic Initiatives and Deve

* Company Legal Name

City of Watertown

I certify that incentive assistance is needed to ensure this project will happen in Wisconsin.



[Return to Questions](#)

Submit Application

**RESOLUTION TO
APPROVE CHANGE ORDER NO. 1 TO
2024 STREET AND UTILITY RECONSTRUCTION CONTRACT
WITH FOREST LANDSCAPING AND CONSTRUCTION, INC.**

**SPONSOR: ALDERPERSON BOARD, CHAIR
FROM: PUBLIC WORKS COMMISSION**

WHEREAS, the awarded contract amount for this project was \$1,773,773.77 with Forest Landscaping and Construction, Inc.; and,

WHEREAS, additional utility installations and street paving was needed on S. Eleventh Street, S. Twelfth Street, College Avenue, and Oconomowoc Avenue; and,

WHEREAS, additional utility installations and street paving on S. Eleventh Street, S. Twelfth Street, College Avenue, and Oconomowoc Avenue was completed at the cost of \$51,530.00; and,

WHEREAS, the change order requires a resolution be adopted by the Common Council; and,

WHEREAS, the Public Works Commission has considered this change order and recommends the adoption of this resolution.

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

Authorizes the proper City Officials to approve Change Order No. 1 to the 2024 Street and Utility Reconstruction Contract with Forest Landscaping and Construction, Inc. for an increase in the contract amount of \$51,530.00 bringing the revised contract price to \$1,825,303.77. Funding for the increase in contract price to come from Wastewater Utility Account 02-97-30-11, Water Utility Account 03-99-99-99, Annual Street Reserve Account 05-58-11-69, and Stormwater Utility Account 16-58-16-60.

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

ADOPTED November 4, 2024

CITY CLERK

APPROVED November 4, 2024

MAYOR



MEMO

Administration

To: Common Council, CC: Mayor McFarland

From: Mason Becker, Strategic Initiatives and Development Coordinator

Date: November 4, 2024

Subject: Development Agreement for Lumin Terrace (Horizon)

Background

Recall that on April 22, 2024, the Finance Committee approved the term sheets for the Southwest Neighborhood project. Whereas one term sheet covered the Rock River Ridge single-family and twin-family projects, another covered the terms for a multifamily project (at the time referenced as “Riverside Apartments” – see attachments). This meeting’s agenda item covers a Development Agreement between the City and Horizon, the developer of this multifamily project. The project has since been named “Lumin Terrace”.

It should be noted that this development will include 92 new rental apartment units, which will help address the City’s need for more housing. This development is part of the City’s broader redevelopment effort of the former Bethesda property, in cooperation with the Greater Watertown Community Health Foundation.

Budget Goal

Promotes and fosters innovative approaches for community development and growth

Financial Impact

The overall Development Agreement represents slightly reduced TIF incentives than those previously approved in the term sheet. A few key points:

- There is a reduction in total units from 96 to 92 in order to meet zoning requirements.
- Reduction in the total TIF request by the developer from \$2.433M to \$2.031M.
- There is an increase in the potential maximum interest rate on TIF payments from 6.75% to 7%, but still with the condition that the actual rate will be the rate of the developer’s bank loan or 7%, whichever is less.
- An increase in TIF annual payment percentage of increment from 90% to 95%, but with a cap of \$220,000 if the increment exceeds \$260,000.



MEMO

- The City will receive a total of \$50,000 for TID creation costs from the first 3 years of increment over and above the percentage split.

The TIF agreement is a PAYGO (“pay as you go”) agreement, which places most of the financial risk on the developer. TIF assistance provided is based on the promised increment generated. Vandewalle & Associates and the City Attorney have both reviewed this agreement. Bringing previously tax-exempt property back on the tax rolls will also have long-term financial benefits to the City and fellow taxing jurisdictions.

Recommendation

It is recommended that the Common Council approve this Development Agreement, which was forwarded to the Common Council with a positive recommendation by the Finance Committee on October 21, 2024. It should be noted that the final resolution approving TID #9 will take place at the Joint Review Board meeting on November 8, 2024. If for some reason the JRB does not approve that resolution, this Development Agreement would not take effect.

Development Agreement

Between

City of Watertown, Wisconsin

And

Horizon Development Group, Inc.

92 Unit Lumin Terrace Apartment Development

DEVELOPMENT AGREEMENT

Lot 97 of the Rock River Ridge Subdivision, Watertown Wisconsin

THIS DEVELOPMENT AGREEMENT (“Agreement”) is entered into as of the _____ day of _____, 202__, by and among the City of Watertown, a Wisconsin municipal corporation, (the “City”) and Horizon Development Group, Inc., a Wisconsin domestic company (“Developer” also referred to as the “Developer”).

WITNESSETH:

WHEREAS, Developer currently has an option to purchase Lot 97 of the Rock River Ridge Subdivision located in the City of Watertown, Jefferson County, Wisconsin, as shown on Exhibit A attached hereto (the “Property”) (PIN: _____); and

WHEREAS, subject to obtaining the financial assistance set forth herein, Developer wishes to undertake development Lumin Terrace Apartments to include 92 rental apartment units in 4 buildings (the “Development Project”) as further described in Exhibit B attached hereto (the “Concept Plan”); and

WHEREAS, the City has created Tax Incremental Finance District No. 9 (the “TIF District”) as enabled under Wis. Ch. 66, which includes the Property; and

WHEREAS, Developer expects that the Development Project will increase the value of the Property and the TIF District and provide other tangible benefits to the surrounding neighborhoods and to the City as a whole; and

WHEREAS, the Development Project is consistent with the adopted project plan for the TIF District; and

WHEREAS, the City desires to encourage economic development including the elimination of slum and blight, expand its tax base, and create quality new residential units and new jobs within the City of Watertown, the TIF District, and the Property; and

WHEREAS, the City finds that the construction of the Development Project and fulfillment, generally, of the terms and conditions of this Agreement, are in the vital and best interests of the City and its residents, by serving public purposes in accordance with State and local law and further consistent with the City’s most recently adopted Project Plan for the TIF District (the “TID Plan”); and

WHEREAS, Developer has represented to the City, and, the City finds and determines that, but for the City’s commitment and willingness to consider financial assistance to Developer, the Development

Project might not take place in the City and the City would not accomplish one or more of the objectives of the TID Plan; and

WHEREAS, the City is authorized to enter into contracts necessary and convenient to implement the purpose of the TIF District, including the ability to issue municipal revenue obligations for the purpose of implementing the TID Plan as provided in Wis. Stat. Section 66.0621; and

NOW THEREFORE, in consideration of the forgoing recitals, which are incorporated into and made a part of this Agreement, the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and the City hereby mutually agree:

**ARTICLE 1
PURPOSES-DEFINITIONS**

Section 1.1. Purpose of Agreement. The parties have agreed upon a general plan for the Development Project. The purpose of this Agreement is to formalize and record the understandings and undertakings of the parties and to provide a framework within which the redevelopment of the land will take place.

Section 1.2. Definitions. The terms listed below shall be defined for the purposes of this Agreement as follows. All terms that are in upper case but not defined in this Agreement and that are defined under the Tax Increment Law shall have the definitions assigned to such terms by the Tax Increment Law.

- 1.2.1. "Agreement" means this Development Agreement, as the same may hereafter be from time to time modified, amended or supplemented in accordance with its terms.
- 1.2.2. "Base Value" has the meaning set forth in Article 5 of this Agreement.
- 1.2.3. "City" means the City of Watertown, a Wisconsin municipal corporation. The City may also be referred to as the City of Watertown.
- 1.2.4. "City Contribution" means the City's financial support for the Project to be paid to Developer, as set forth in Section 4.4.1. below.
- 1.2.5. "City Payments" means the annual payments to be made by the City to the Developer per the terms of the Municipal Revenue Obligation as described in Article II of this Agreement.
- 1.2.6. "Developer" means Horizon Development Group, Inc. and its successors and assigns.
- 1.2.7. "Development Project" or "Project" means the overall construction of a 92-unit residential apartment complex as generally shown on Exhibit B and as further described in Sections 2.1 and 2.1, below.
- 1.2.8. "District Statutory Life" shall mean the maximum period of time the TIF District may remain in effect per the provisions of Wis. Stat. § 66.1105(6), as may be amended following the TIF Effective Date.
- 1.2.9. "Incremental Value" has the meaning set forth in Section 2.3., below.
- 1.2.10. "Plans and Specifications" means the plans and specifications for the Project to be prepared by Developer and approved by the City, which shall generally be consistent with Exhibit B.
- 1.2.11. "Project Costs" means the costs specified in Wis. Stat. § 66.1105(2)(f) 1.a-l inclusive.

1.2.12. "Project's Tax Increment" shall mean the Tax Increment actually received by the City from taxes levied on the Property and as directly and exclusively attributable to increases in the improvement value by way of the Project.

1.2.13. "Projected Value Increment" means twelve million, four hundred twenty thousand, and no/100 dollars (\$12,420,000.00), which is expected tax value of the Property following completion of the Project.

1.2.14. "Property" means the property identified as **Parcel Identification Number** [redacted] in the City of Watertown, Jefferson County, Wisconsin as described on Exhibit A.

1.2.15. "Schedule" means the schedule prepared by the City pursuant to Section 3.9., below.

1.2.16. "Site Plan" means the specific physical layout of the Property as shown on Exhibit B.

1.2.17. "Tax Increment Value" means the amount by which the equalized value of real property of the Property on January 1 of the year following Developer's receipt of an occupancy permit upon completion of the Development Project as determined by the City of Watertown Assessor exceeds the Base Value established for the Property. The equalized value is calculated by taking the assessed value reported by the City of Watertown Assessor that is certified by the State Department of Revenue times the aggregate ratio.

1.2.18. "Tax Increment Revenue" means the real property tax revenue (as defined in Wis. Stat. § 66.1105(2)(i)) and generated by the Project's Tax Increment Value.

1.2.19. "Term" means from _____ until the earlier of the termination of TID or December 31, 2045.

1.2.20. "TID District" means Tax Incremental District No. 9 created by City **Resolution No.** [redacted] as may be amended from time to time.

1.2.21. "Value" means full equalized fair market value of the real property.

1.2.22. "Zoning Code" or "Code" means Chapter 550 of the Code of Ordinances of the City of Watertown.

**ARTICLE 2
DESCRIPTION OF DEVELOPMENT AND CITY PAYMENTS**

Section 2.1. Project Description. Upon the receipt of all necessary governmental approvals, Developer shall build (or cause to be built) 92 rental apartment units in 4 buildings to be constructed in a single phase as shown conceptually in Exhibit B. Each building will be two stories and consist of one-, two-, and three-bedroom unit layouts. Each unit will have a ground floor exterior entrance or shared second floor entry with limited common areas. Surface parking will be provided that will be designed to meet City code. Other site improvements will consist of sidewalks, landscaping, stormwater areas, mail/parcel pickup, and dog run area. The Project will be developed under more detailed Plans and Specifications to be approved by the City Site Plan Review Committee and Plan Commission, such approvals not to be unreasonably withheld or delayed.

Section 2.2. Project Cost. Developer shall construct the Project, at its sole cost, peril and expense in strict accordance with this Agreement and in strict conformity with all City ordinances, resolutions, policies, insurability or bondability requirements, and similarly applicable or impacted governmental regulations. The estimated cost to Developer of the Project (cost of design and construction (all taxes and

incidentals, included)) is, projected upon Developer's representations, to be twenty million two hundred ninety-two thousand dollars (\$20,292,000.00) generally consistent with Exhibit B.

Section 2.3. The parties presently estimate that following completion of the Project, the Property will have a Project Value Increment for real property tax purposes, as of January 1, 2027, of approximately twelve million four hundred twenty thousand dollars (\$12,420,000.00). Developer shall use all reasonable and good faith efforts to substantially complete the Project's construction on or before July 1, 2026.

Section 2.4. City Contribution. In order to induce Developer to undertake the Project, the City agrees to provide an incentive for the Project of up to, but not to exceed a principal amount of two million thirty-one thousand four hundred seventy-four dollars (\$2,031,474.00) plus annual interest as described in Section 2.5., below, towards the payment of the Project's eligible costs in the form of a Municipal Revenue Obligation (MRO) as further provided for herein (the "City Contribution"). The City Contribution shall be used by Developer only to reimburse Developer for the eligible costs and expenses incurred by Developer in connection with the Project as set forth in the attached Exhibit B.

Section 2.5. MRO. Following Project completion and the issuance of occupancy permits and/or similar or related inspection or building and safety approvals with respect to any/all occupiable structure(s) arising by way of the Project, and, pursuant to amount of the City Contribution to Developer in the form substantially similar to Exhibit C, attached hereto (the "MRO"). The MRO shall be a special and limited obligation of the City subject to annual appropriation by the City, shall not be a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the MRO. As is further provided for in Sections 2.6. and 2.7., below, the City shall pay amounts due to Developer under the MRO over time from the Project's Tax Increment pursuant and according, exclusively, to the MRO, attached hereto and incorporated by reference. The City Payments of the amounts due under the MRO are subject to annual appropriation by the City. Developer shall receive City Payments on the MRO within ninety (90) days of the City's receipt of full payment of all of the real and personal property taxes levied against the Property, provided such payments are made in a timely manner in accordance with Section 2.6., below.

The MRO annual interest rate shall be the lesser of seven percent (7.0%) or the final interest rate secured by Developer for its first mortgage

Section 2.6. MRO Repayment Schedule. In each calendar year commencing 2028 and ending no later than December 31, 2045, and, then, only, assuming any sums are then owing to Developer pursuant to terms hereunder (or, if earlier, when all of the City Contribution has been repaid by the City), the Project's Tax Increment shall, subject to annual appropriations by the Common Council, be allocated as follows:

2.6.1. If the Project does not generate Tax Increment in any calendar year, the City shall make no payments whatsoever under the MRO for such calendar year and there shall be no deferral of the obligation to pay under the MRO for such calendar year. If the Project generates Tax Increment in any calendar year, Developer shall receive payments under the MRO, subject to the other terms and conditions of this Agreement, in a sum equal to the following:

- a. If the Project's Tax Increment is less than \$260,000, Developer shall receive a payment equaling exactly 95% of the Project's Tax Increment generated for such calendar year.
 - i. In tax years 2027 and 2028, the City shall deduct \$25,000 from the MRO payment in order to recover the costs of creating the TID District and in negotiating this Agreement.
 - b. If the Project's Tax Increment is \$260,000 or greater, Developer shall receive payment of two hundred twenty thousand dollars (\$220,000.00).
 - c. The Schedule of City Payments shown in Exhibit D, attached hereto, is illustrative only. Actual City Payments shall be as described in sub-sections 2.6.1.a. and b., above.
- 2.6.2.** The MRO shall be issued no sooner, nor later, than calendar 2026 and within thirty (30) days of the City's receipt of a written request for the same submitted by Developer, which request shall attest that all of the following contingencies have been satisfied in their entirety: (1) all property taxes for the Property for tax year 2025 (payable in 2025/2026) and all preceding years have been paid in full, and (2) work on the Project as described on Exhibit B has been initiated and on schedule to be completed by August 31, 2026.
- 2.6.3.** The first payment under the MRO shall be due and payable in the year in which taxes are first due and payable on any value increment that has been added.
- 2.6.4.** The City shall reasonably cooperate with Developer's lender's requests for collateral assignment of this Agreement and the City Contribution as part of Developer's Project construction loans.
- 2.6.5.** Subject to the provisions of this Agreement, the City agrees that it shall take no action to dissolve the TIF District prior to full payment under the MRO, or, December 31, 2045, whichever comes first.

Section 2.7. MRO Payment Restrictions. Only the Project's Tax Increment, and no other property, revenue, or asset of the City, shall be used to pay the MRO. If there is no Project Tax Increment during any year, the City shall have no obligation to pay any amount for that year under the MRO, and same shall not become a deferral of the City's obligation to pay and such amount for that tax year, but, rather, any such monetary obligation that would have otherwise arisen under this Agreement is entirely forgiven and discharged; such failure shall not constitute a default under this Agreement nor under the MRO. Developer acknowledges that, subject to the provisions of this Agreement if, as of December 31, 2045, the amount of the Project's Tax Increment paid under this Agreement proved insufficient to make all the payments due under the MRO, the City shall nevertheless have no obligation or liability for said unpaid amounts otherwise due or anticipated by Developer and said unpaid amounts shall be unconditionally discharged and forgiven.

Section 2.8. Prepayment of MRO. Nothing herein shall prohibit the City from prepaying all or a portion of the outstanding balance of the MRO at any time, at par and without penalty.

Section 2.9. Taxes. Developer covenants and agrees that it shall pay in full all taxes levied on the real property of the Property at the time said taxes are due. Failure to pay said taxes in a timely manner shall constitute an event of default as provided under Article VII, hereof, and, such default may be made curable

only upon the sole and exclusive discretion of the City and, then, only upon writing confirming as such and containing the signature of the Mayor and countersignature of the City Clerk.

Section 2.10. Use of the TIF Grant Proceeds. The proceeds of the City Contribution shall be utilized for reimbursement of eligible project costs (as defined in Wis. Stat. Section 66.1105(2)(f)) in furtherance of the development of the TIF District, as incurred by Developer. Developer agrees to maintain records of the costs and expenses it incurs in connection with the Project’s development for at least five (5) years following the month and year of the Project’s substantial completion as solely and exclusively determined by the City. Subject to any reasonable confidentiality restrictions that Developer may desire, and which are permitted under Wisconsin law, Developer shall make such records available to the City upon the City’s written request and to the public in compliance with Wis. Ch. 19 (Public Records law).

Section 2.11. Obligations/Payments.

- 2.11.1** Developer’s obligations hereunder shall be personal to Developer and shall not be assigned without the prior approval of the City per the provisions of Section 9.3., below.
- 2.11.2** Developer shall spend, in readily verifiable manner, no less than twenty million two hundred ninety-two thousand dollars (\$20,292,000.00) as the estimated cost for the Project prior to, or upon, substantial completion of the Project such that an occupancy permit has been issued for the Project, which shall not be unreasonably delayed by the City, and in full compliance with Article III hereof and the records availability requirements thereunder.
- 2.11.3** Developer unconditionally agrees not to contest, challenge, appeal or protest the Property’s assessed value to an amount less than or equal to fifteen million dollars (\$15,000,000.00).

**ARTICLE 3
UNDERTAKINGS OF THE DEVELOPER**

Section 3.1. Development. Developer shall build (or cause to be built) the Project as described in Sections 2.1 and 2.2, above.

Section 3.2. Minimum Development Cost. Developer’s Cost for constructing the Project shall be a minimum (“Minimum Development Cost”) of twenty million two hundred ninety-two thousand dollars (\$20,292,000.00) in order for Developer to be eligible to receive assistance from the City per the provisions of Article II of this Agreement. Developer and/or outside investors shall provide approximately five million six hundred fifty thousand dollars (\$5,650,000.00) of equity in the project. Developer may seek and utilize \$2.3 million in Project financing assistance from the Thrive Economic Development Live Local Development Fund (the “LLDF”) and agrees to maintain compliance with the requirements of the LLDF.

Section 3.3. Plan Submission. Developer shall submit all plans specifications and documents to the City and state of Wisconsin as necessary to receive a building permit to construct the Project (the “Building Permit”) on or before April 1, 2025.

Section 3.4. Design Standards. Developer shall incorporate high quality design and use of materials into the Project consistent with the Concept Plan contained in Exhibit B.

Section 3.5. Construction Commencement. Developer shall commence construction of the Project on or before June 1, 2025.

Section 3.6. Construction Completion. Developer shall pursue construction activities on the Property and shall complete the Project, so as to obtain occupancy permits by July 31, 2026.

Section 3.7. Incremental Value. Developer agrees the Projected Value Increment shall be as described in Section 2.3, above.

Section 3.8. Construction. Developer agrees to develop the Property and to construct all buildings and structures thereon in accordance with the Plans and Specifications, as filed and approved in final form by the City. However, during the progress of the Project, Developer may make changes to the Plans and Specifications as may be in furtherance of the general objectives of the Plans and Specifications and this Agreement and as site conditions or other issues of feasibility may dictate to further the Developer's development objectives; provided, however, any such change shall comply with all applicable laws of the City and Developer may not make any material change to the size, design or structure without the written consent of the City (not to be unreasonably withheld, conditioned or delayed.) The City agrees to consider and approve or reject any non-material proposed change within ten (10) days after submittal by the Developer to the City or such consideration is deemed rejected. Such requests for approval shall be submitted to the City Clerk, as representative of the City.

Section 3.9. Project Estimates. The Tax Increment Value and Tax Increment Revenue projections delineated on the Schedule attached hereto as Exhibit D are projected to be generated from the Project, pursuant to the current TIF 9 Plan and this Development Agreement. These projections are included for illustrative purposes only. The actual MRO payments to be made by the City for any given tax year shall be as described under Section 4.4.3., below.

Section 3.10. Easements. Easements on the Property for municipally owned storm sewer, water mains, and sanitary sewer shall be granted to the City or its designee where necessary, by mutually agreed upon separate document or pursuant to a CSM, in accordance with detailed utility plans approved by the City Engineer, or designee.

Section 3.11. Restriction on Future Structures. No future structures, including but not limited to fencing, utility buildings and tool sheds, shall be constructed or installed on any portion of the Property without City's approval, which approval shall not be unreasonably withheld or delayed. The definition of structure shall be the definition contained within the City's Zoning Code.

Section 3.12. Property Maintenance. Developer agrees to make improvements to the Project as shown on Exhibit B in accordance with the approved Plans and Specifications. Developer agrees to maintain the Project in compliance with all federal, state and local laws, regulations or codes for as long as it owns the Property.

Section 3.13. Utility Connections. Developer will make connections to existing public water and sewer mains as needed in accordance with detailed utility plans approved by the City Engineer or designee, and according to City specifications. Developer agrees to repair all sidewalk, curb and gutter, and street and restore all landscape areas within the public right-of-way upon making those connections.

Section 3.14. Curb Cuts. Developer will remove curb cuts and aprons where existing driveways will not be utilized as part of the Project and replace the curb cut with a full curb section to match the existing curb detail. Developer will landscape the terraces upon apron removal.

Section 3.15. Storm Sewer Repair. Developer will use due care when constructing near the existing storm sewers. If at any time during Developer’s ownership of the Property the structure of the storm sewer is damaged by a driveway over the storm sewer, Developer will restore the storm sewer so as to provide an adequate structure to allow vehicular traffic over the storm sewer without reducing the capacity of the storm sewer.

Section 3.16. Storm Water Management Facilities. Developer shall construct storm water management facilities in accordance with plans, specifications, and storm water management plan approved by the City Engineer or designee.

Section 3.17. Utility and Tax Payments. Developer shall promptly and timely pay all utility bills and its real property taxes levied against the Property when due through December 31, 2045.

Section 3.18. Personal Obligation. Developer’s obligations hereunder shall be personal to Developer and shall not be assigned without the prior approval of the City per the provisions of Section 9.3., below.

Section 3.19. Developer Certification. Developer agrees not to seek tax exempt status for any portion of the Property or to convey any portion of the Property to an entity that at the time of conveyance would result in the Property qualifying for tax exempt status without the prior approval of the City per the provisions of Section 9.2., below.

Section 3.20. Restriction on Waste. Developer shall not cause a reduction in the real estate taxes payable on any of the Property through willful destruction of any improvements it makes on the Property.

Section 3.21. Developer’s Cooperation. Developer agrees to work in good faith in assisting the City with applications for funds from state and federal agencies and private entities the City may seek to assist with development within the TID and the City’s obligations as described in Article 4 hereof.

**ARTICLE 4
UNDERTAKINGS OF THE CITY**

Section 4.1. Appropriation. The City shall appropriate sufficient funds for the performance of its obligations under this Agreement as described in this section.

Section 4.2. City’s Cooperation. The City shall reasonably cooperate with Developer throughout the implementation of the Development Project and shall promptly review and/or process all submissions and applications in accordance with applicable City ordinances.

Section 4.3. TID. The City has created TID 9 and adopted Res. No. 9663 on October 15, 2024, authorizing the funds from TID 9 to support the Development Project at the Property.

Section 4.4. Payments from the City. Subject to all the terms, covenants and conditions of the Agreement and applicable provisions of law, and as inducement by the City to Developer to carry out the Development Project, the City will provide payments to the Developer to assist with the Project Costs as described in Article 2 hereof.

Section 4.5. Developer’s Documentation. Upon request by the City, the Developer shall review with City personnel, and provide copies of original invoice documentation, and other documentation reasonably requested by the City, establishing to the reasonable satisfaction of the City that the Developer has incurred and paid Project Costs in an amount of at least the Minimum Development Costs as described in Section 3.2., above, for the Project for documentary support of the City’s Contribution from the Project’s Tax Increment Revenue. In addition, the Developer shall review with City personnel, and provide an original fully executed sworn affidavit, from the Project’s architect or general contractor certifying that the actual amount spent on eligible Project Costs at the conclusion of construction of the Project equaled or exceeded the Minimum Development Costs as described in Section 3.2., above, and prior to the payment of the first installment of the City Contribution.

Section 4.6. Limited Obligation. Developer hereby acknowledges that the City Contribution, as evidenced by this Agreement, shall be a special and limited obligation of the City and not a general obligation. As a result of the special and limited nature of the City’s obligation to pay the City Contribution, Developer’s recovery of the full amount of the City Contribution depends on factors including, but not limited to, future mill rates, changes in the assessed value of a Development Project, the failure of the Development Project to generate the Tax Increment Revenue at the rate expected by Developer, changes in the Tax Increment Law, and other factors beyond the City’s and/or Developer’s control.

Section 4.7. City’s Covenants. City covenants to Developer that until the City Contribution has been paid in full, or a sum sufficient to pay off the City Contribution has been set aside to cover payment of the City Contribution, the City shall not close the TIF District prior to the end of the District’s Statutory Life. Upon the end of the District’s Statutory Life, or payment in full of (or a sum sufficient set aside to pay in full) the City Contribution, the City will be entitled to close the TIF District and no liability shall remain from the City to the Developer upon expiration of the TIF District.

Section 4.8. Lookback. The parties understand that if the Development is successful then the MRO will be repaid sooner. Nonetheless, as a condition for providing the City’s Contribution, the parties agree to a lookback review to ensure the Developer’s returns do not exceed a reasonable market rate investment return. Accordingly, upon the earlier of: (i) 5 years after the Development Project receives an occupancy permit; or (ii) the date that the Development Project is sold, the Developer shall provide the City an internal rate of return (“IRR”) calculation for the development project based upon the

Development Project’s actual cash flow available for distribution to the Development Project’s investors. Actual cash flow shall be based on financial statements prepared, reviewed, and certified by Developer’s CPA. Up to, but no more than, 20% of the annual operating budget may be held from available cashflow as reserves for overages and capital improvements. The Developer shall cooperate with the City and provide to the City such information for inspection and review. Should the IRR exceed 25%, then the City Contribution to the Developer under the MRO pursuant to Section 2.7., above, shall be reduced by an amount sufficient to cause the IRR to equal 25%. The IRR calculations under this paragraph will take into account any post-completion contributions of equity and/or member (or partner) loans made by the Developer, Developer’s Affiliates, or Developer’s private investors. In the event of a dispute as to the IRR, the matter shall be resolved by decision of a third-party accountant mutually agreed upon by the Parties. If the Parties are unable to agree upon an accountant within thirty (30) days, the dispute shall be resolved by arbitration in accordance with Wis. Stat. Ch. 788. The lookback provision is limited to a single review based on the above timing criteria; the City shall not require additional lookback reviews of the Development Project or future owners of the Property.

**ARTICLE 5
PROPERTY BASE VALUE**

Section 5.1 Base Value. City represents and agrees that the full equalized base value of the Property as of January 1, 2024, is zero dollars (\$0.00) (“Base Value”). Any Value of the Property above zero dollars (\$0.00) is Tax Increment Value. All taxes paid on Tax Increment Value are part of Tax Increment Revenue.

**ARTICLE 6
COVENANTS RUNNING WITH THE LAND**

Section 6.1 Covenants. This Agreement constitutes the entire Agreement between the Parties, and all provisions of this Agreement shall be deemed to be covenants running with the land described on Exhibit A and shall be binding upon successors and assigns for the Term of this Agreement.

**ARTICLE 7
REMEDIES**

Section 7.1. Time of the Essence. Time is of the essence as to all dates under this Agreement.

Section 7.2. Event of Default. In the event any Party defaults under this Agreement, which default is not cured within thirty (30) days after written notice thereof to the defaulting Party or within such extended period required to cure the default, provided cure efforts are undertaken in good faith within the thirty (30) period and the defaulting Party is diligently pursuing such cure, the nondefaulting Party shall have all rights and remedies available under law or equity with respect to the default, except as otherwise set forth in this Agreement. In the event of any default by any Party in making a payment required to another Party, the cure period for such monetary default shall be ten (10) days after delivery of notice thereof. In addition, and without limitation, any of the Parties shall have the following specific rights and remedies following such notice and failure to cure:

- a. Injunctive relief;
- b. Withholding or terminating payments under the MRO;

- c. Action for specific performance; and
- d. Action for money damages.

Notwithstanding the foregoing, in no event may City exercise or seek any rights of injunction or specific performance for Developer's failure to commence the Project.

Section 7.3. Reimbursement. Any amounts expended by the nondefaulting Party in enforcing this Agreement including reasonable attorneys' fees, together with interest provided for below, shall be reimbursed or paid to the nondefaulting Party which prevails in any such enforcement.

Section 7.4. Interest. Interest shall accrue on all amounts required to be reimbursed by the defaulting Party to the nondefaulting Party at the Prime Rate as established from time to time by Bank of America, N.A. plus two percent (2%) per annum, from the date of payment by the nondefaulting party until the date reimbursed in full with accrued interest.

Section 7.5. Remedies are Cumulative. Except as specified in this Agreement, all remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.

Section 7.6. Failure to Enforce Not Waiver. Failure to enforce any provision contained herein shall not be deemed a waiver of that Party's rights to enforce such provision or any other provision in the event of a subsequent default.

ARTICLE 8 INSURANCE

Section 8.1 Developer, its contractors, lessees, successors and assigns, shall, during their occupancy or ownership of the Property, purchase or cause to be purchased and continuously maintained in effect, insurance against such risks, both generally and specifically, with respect to the private development, as are customarily insured against in developments of like size and character including, but not limited to: Casualty Insurance, Comprehensive General Liability Insurance, Physical Damage Insurance, Builders' Risk Insurance and all other forms of insurance reasonably required generally by the State of Wisconsin for entities such as the Owner and any Lessees from time to time during the construction and operation of the Property. Such insurance shall be maintained in amounts and with terms of coverage generally customary to such Property. Such insurance shall name City as an additional insured as its interest may appear, except on any policy of Liability Insurance.

Section 8.2 In the event the Property is damaged or partially or fully destroyed, Developer shall cause the insurance proceeds from such loss to be used to promptly repair and restore the Property to its original condition.

**ARTICLE 9
WRITTEN NOTICES AND MISCELLANEOUS**

Section 9.1 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any Party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

FOR THE CITY:

City of Watertown
Office of the Finance Director/Treasurer
106 Jones Street
Watertown, WI 53094
Attention: Mark Stevens
mstevens@cityofwatertown.org

With a copy to:

City of Watertown
City Attorney's Office
106 Jones Street
Watertown, WI 53094
Attention: Attorney Steven T. Chesebro
schesebro@cityofwatertown.org

TO THE DEVELOPER:

Horizon Development Group, Inc.
5201 East Terrace Drive, Suite 300
Madison, Wisconsin 53718
Attention: Scott Kwiecinski
s.kwiecinski@horizondbm.com

With a copy to:

Foley and Lardner LLP
150 E. Gilman St, Suite 5000
Madison, Wisconsin 53703
Attention: Toni Prestigiacomio
aprestigiacomio@foleylaw.com

Section 9.2. Restrictions of Sale, Transfer, Conveyance and Ownership. During the Term of this Agreement, neither Developer nor any future owner shall use, sell, transfer or convey ownership of any of the Property to any person or entity in any manner which would render all or any part of the Property exempt from real property taxation, or would render the personal property located on any of the Property exempt from personal property taxation, without the prior written consent of the City. This obligation

shall survive until the termination and closure of the TID 9 District under this Agreement. In the event Developer receives an exemption from general real estate taxes, such may be deemed an event of default hereunder and City may exercise its rights under the Remedies clauses in Article 7 hereof. Developer shall execute and record deed restrictions effectuating this provision.

Section 9.3. Warranty of Developer; Non-Transferability. The City has entered into this Agreement with Developer, on the basis of the identity of the General Partner(s), and on the strength of their experience. Therefore, Developer hereby warrants and represents to the City that the General Partner(s) of Developer are as shown on Exhibit E, attached hereto. During the Term, Developer may not change General Partner(s) without the prior written consent of the City, which shall not be unreasonably denied, delayed or conditioned. During the Term, Developer shall not change management of the Property from the General Partner(s) without the prior written consent of the City, which consent shall not be unreasonably withheld. Any prohibited transfers under this Section, which have been made without securing the prior written consent of the City shall be considered an event of Default hereunder. In any event, any permitted or subsequent transferee hereunder must agree to be bound by the terms of this Development Agreement.

Section 9.4. Non-Discrimination Agreement. The Developer agrees that neither the Property nor any portion thereof, shall be sold to, leased or used by any Party in a manner to permit discrimination or restriction on the basis of race, creed, ethnic origin or identity, color, gender, religion, marital status, age, handicap, or national origin and that construction, redevelopment, improvement, and operation of the Development shall be in compliance with all effective laws, ordinances and regulations relating to discrimination or any of the foregoing grounds.

Section 9.5. No Third-Party Beneficiaries. This Agreement is made solely for the benefit of the Parties hereto and their permitted assignees, and no other Party shall acquire or have any rights under this Agreement or by virtue of this Agreement.

Section 9.6. Force Majeure. As used herein, the term "Force Majeure" shall mean any accident, breakage, war, insurrection, civil commotion, riot, act of terror, act of God or the elements, governmental action (except for governmental action by the City with respect to obligations of the City under this Agreement), alteration, strike or lockout, picketing (whether legal or illegal), inability of a Party or its agents or contractors, as applicable, to obtain fuel or supplies, unusual weather conditions, or any other cause or causes beyond the reasonable control of such Party or its agents or contractors, as applicable. No Party to this Agreement shall be in default hereunder for so long as such Party or its agents and contractors, if applicable, are prevented from performing any of its obligations hereunder due to a Force Majeure occurrence.

Section 9.7. Law Governing. The laws of the State of Wisconsin shall govern this Agreement. In the event of a dispute involving this Agreement, the Parties agree that venue shall be in Jefferson County, Wisconsin, Circuit Court.

Section 9.8. Execution in Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 9.9. Amendment. This Agreement may be rescinded, modified or amended, in whole or in part, by mutual agreement of the Parties hereto, their successors and/or assigns, in writing signed by all Parties.

Section 9.10. Severability of Provisions. If any provision of this Agreement shall be held or deemed to be inoperative or unenforceable as applied in any particular case in any jurisdiction because it conflicts with any other provision or provisions of this Agreement or any constitution or statute or rule of public policy, or for any other reason, then such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein invalid, inoperative, or unenforceable to any extent whatever. To the maximum extent possible, this Agreement shall be construed in a manner consistent with the powers of the City, including, but not limited to, their powers under the Tax Increment Law, § 66.1105, Wis. Stats., to achieve its intended purpose.

Section 9.11. Recording and Survival. The City shall record this Agreement against the Property with the Register of Deeds for Jefferson County, at the Developer's expense. All the terms and conditions of this Agreement shall survive the execution of this Agreement and the making of grants hereunder. This Agreement shall run with the land and be binding upon Developer and all of Developer's successors in interest. Every reference to Developer herein shall be a reference to Developer and all of Developer's successors in interest, including tax-exempt entities. This Agreement shall expire on the date of termination of the TIF District.

Section 9.12. Reservation of Rights. Nothing in this Agreement shall be construed to be a waiver or modification of the governmental immunities or notice requirements imposed by Wis. Stat. § 893.80 or any other law.

Section 9.13. Vested Rights. Except as provided by law, or as expressly provided in the Agreement, no vested rights to develop the Project shall inure to Developer by virtue of this Agreement. Nor does the City warrant that Developer is entitled to any other approvals required for the construction of the Project as a result of this Agreement.

Section 9.14. Recitals. The representations and recitations set forth in Recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this paragraph, subject to all of the terms and conditions in the balance of this Agreement.

Section 9.15. Construction. The Parties acknowledge and represent that this Agreement has been the subject of negotiation by all Parties and that all Parties together shall be construed to be the drafter hereof and this Agreement shall not be construed against any Party individually as drafter.

Section 9.16. Representation. The Developer acknowledges that it has either had the assistance of legal counsel in the negotiation, review, and execution of this Agreement, or has voluntarily waived the opportunity to do so; that it has read and understood each of this Agreement’s terms, conditions, and provisions, and their effects; and that it has executed this Agreement freely and not under conditions of duress.

Section 9.17. Authority. The individuals executing this Agreement on behalf of the Developer warrant and represent that they are duly authorized to bind the Developer to this Agreement. Developer warrants and represents that the execution of this Agreement is not prohibited by the Developer’s articles of incorporation, by-laws, operating agreement, or other internal operating orders, or by any applicable law, regulation or court order. Developer shall provide proof upon request.

Section 9.18. Indemnification. Subject to the limitation described herein and except for any misrepresentation or any misconduct of any of the indemnified Parties, Developer and or its contractors shall indemnify, save harmless and defend the City and its respective officers, agents, and employees from and against any and all liability, suits, actions, claims, demands, losses, costs, damages, and expenses of every kind and description, including reasonable attorney costs and fees, for claims of any kind including liability and expenses in connection with the loss of life, personal injury or damage to property, or any of them brought (i) because of any Default or (ii) because of any injuries or damages received or sustained by any persons or property on account of or arising out of the construction and/or operations of the Project and the Property to the extent caused by the negligence or willful misconduct on Developer’s part or on the part of its agents, contractors, subcontractors, invitees or employees, at any time. This Section shall survive termination of this Agreement.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CITY OF WATERTOWN:

HORIZON DEVELOPMENT GROUP, INC.:

BY: _____
Emily McFarland, Mayor

BY: _____

ATTEST:

BY: _____
Megan Dunneisen, City Clerk

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) of Emily McFarland, Mayor and
Megan Dunneisen, City Clerk, authenticated this
_____ day of _____, 2024.

State of Wisconsin)
) ss.
County of)

Steven T. Chesebro
Title: Member State Bar of Wisconsin

Personally came before me this _____ day of
_____, 2024 the above-named ,
_____ who acknowledged that he as
_____, being authorized to do so,
executed the foregoing instrument on behalf of .

I hereby certify that the necessary funds have been
provided to pay the liability incurred by the City of
Watertown on the within Agreement.

Notary Public, County, Wisconsin
My Commission expires: _____

Mark Stevens
Finance Director/Treasurer

APPROVED AS TO FORM:

Steven T. Chesebro, City Attorney

EXHIBIT A

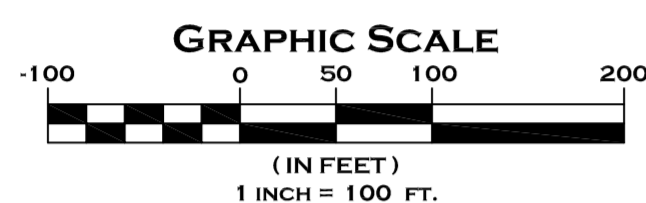
ROCK RIVER RIDGE SUBDIVISION

LOT 1 OF CERTIFIED SURVEY MAP NO. 4146, BEING PART OF GOVERNMENT LOTS 1 AND 2 IN SECTION 8, TOWNSHIP 8 NORTH, RANGE 15 EAST, IN THE CITY OF WATERTOWN, JEFFERSON COUNTY, WISCONSIN.

SEE SHEET 2 FOR AIRPORT HEIGHT RESTRICTIONS
SEE SHEET 3 FOR CURVE AND LINE TABLES



BEARING BASIS:
ALL BEARINGS REFER TO THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 8, WHICH HAS A WISCONSIN COUNTY COORDINATE SYSTEM (JEFFERSON COUNTY) BEARING OF N 86°54'23" W.



LEGEND

- - INDICATES A 1 1/4"X18" IRON ROD WEIGHING 3.65 LBS/FT, SET
 - - INDICATES IRON PIPE FOUND AND ACCEPTED UNLESS NOTED OTHERWISE
 - △ - MAG NAIL FOUND
- ALL OTHER CORNERS ARE MONUMENTED BY AN 3/4"X18" IRON ROD WEIGHING 1.68 LBS/FT., SET
- Ⓣ - 291,515 SQ. FT. DEDICATED TO THE PUBLIC FOR ROAD PURPOSES

LOT PAIRINGS

THE FOLLOWING LOTS ARE TO BE COMBINED IN PAIRS FOR 1 STRUCTURE PER TWO LOTS

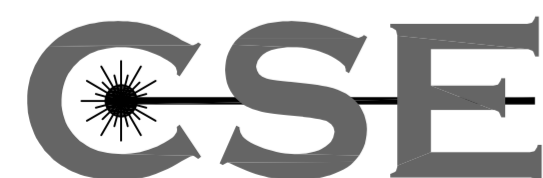
- 1-2
- 3-4
- 5-6
- 7-8
- 9-10
- 11-12
- 13-14
- 15-16
- 17-18

Office of the Register of Deeds
County, Wisconsin
Received for Record _____ 20
at _____ o'clock _____ M as document # _____
Register of Deeds

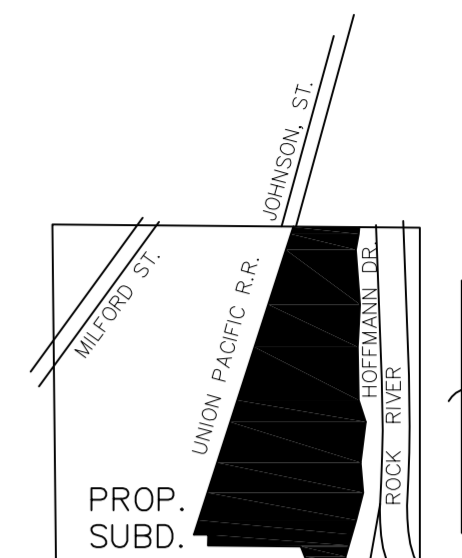
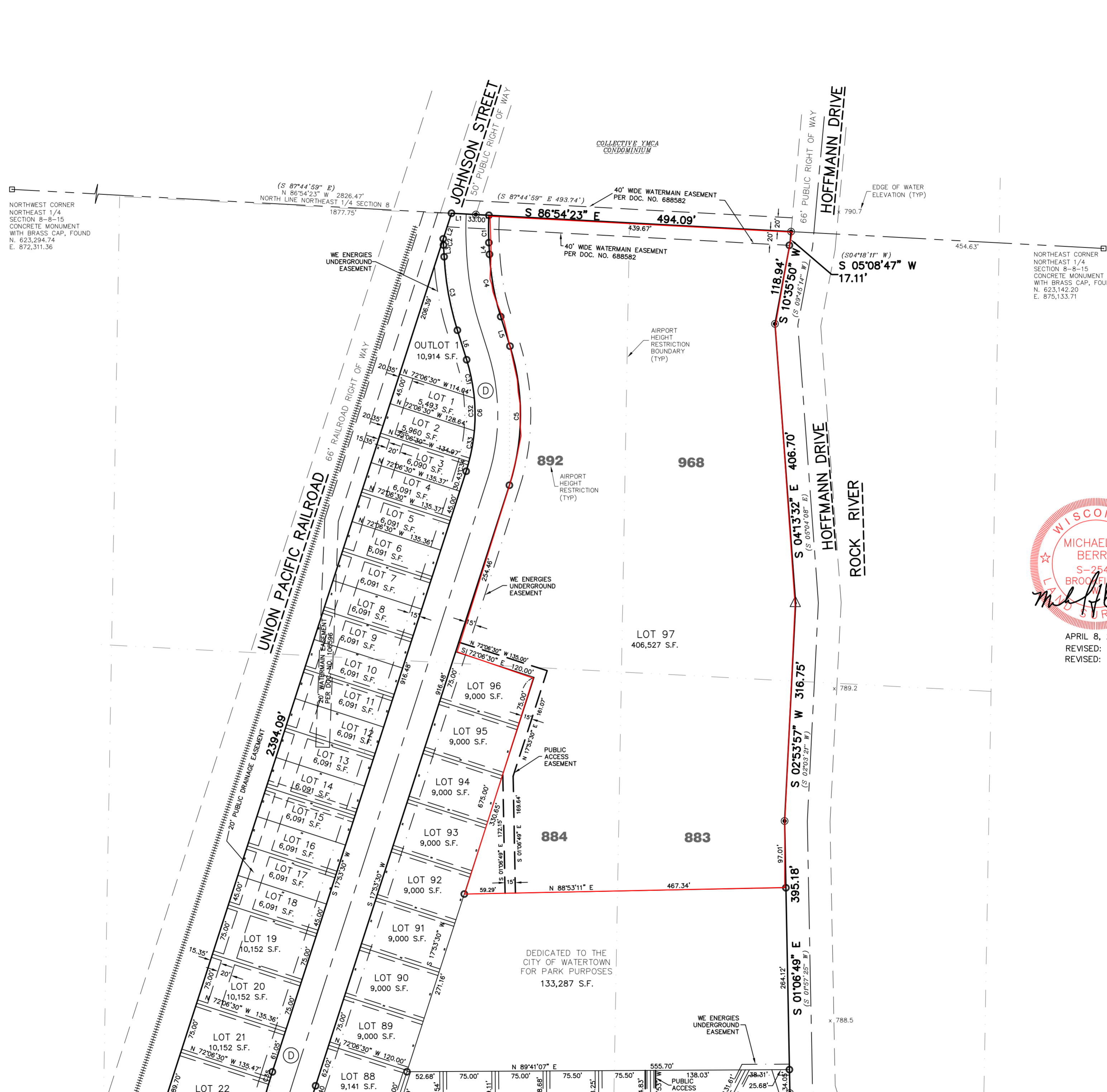
There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20__

Department of Administration



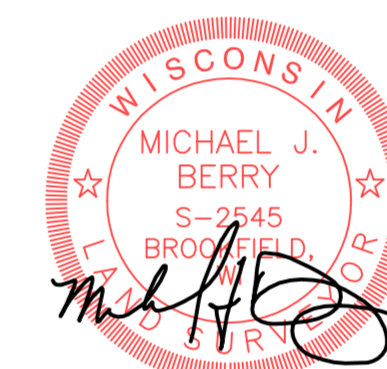
CAPITOL SURVEY ENTERPRISES
2015 LA CHANDELLE CT.
BROOKFIELD, WI 53045
PH: (262) 786-6600
FAX: (414) 786-6608
WWW.CAPITOLSURVEY.COM



VICINITY MAP
1" = 2000'
NE 1/4 8-8-15

OWNER/SUBDIVIDER:
HOFFMANN MATZ, LLC
600 E. MAIN ST.
WATERTOWN, WI 53094

SURVEYOR:
CAPITOL SURVEY ENTERPRISES
2015 LA CHANDELLE CT.
BROOKFIELD, WI 53045
262-786-6000



APRIL 8, 2024
REVISED: 8/14/24
REVISED: 8/20/24

NOTES
LOTS 29 - 57 & 67 ARE WITHIN 500' OF A WASTEWATER TREATMENT FACILITY. SUBDIVIDER AND LOT OWNER AGREE THAT IDENTIFIED LOTS WITHIN THE SUBDIVISION PLAT ARE LOCATED WITHIN WASTEWATER TREATMENT FACILITY SEPARATION DISTANCES IDENTIFIED IN WISCONSIN DEPARTMENT OF NATURAL RESOURCES NR 110, SEWERAGE SYSTEMS, FOR MECHANICAL TREATMENT FACILITIES, EFFLUENT HOLDING AND POLISHING PONDS, AND ACKNOWLEDGES PRESENCE OF NUISANCE ASSOCIATED WITH WASTEWATER TREATMENT FACILITY OPERATION WITHIN REFERENCED SEPARATION DISTANCES.

THIS PLAT HAS AIRPORT APPROACH PROTECTION ZONE ELEVATION LIMITS AS SHOWN ON SHEET 2 FOR ALL BUILDINGS, STRUCTURES AND OBJECTS OF NATURAL GROWTH, WHETHER OR NOT SUCH BUILDINGS, STRUCTURES AND OBJECTS OF NATURAL GROWTH ARE IN EXISTANCE.

ALL CONVEYANCES OF LOTS 1 - 18 IN THIS SUBDIVISION SHALL BE DEEMED TO INCLUDE AS AN APPURTENANCE AN UNDIVIDED 1/8 INTEREST IN OUTLOT 1. ALL CONVEYANCES OF LOTS 19-96 IN THIS SUBDIVISION SHALL BE DEEMED TO INCLUDE AS AN APPURTENANCE AN UNDIVIDED 1/8 INTEREST IN OUTLOTS 2 & 3. THE STORMWATER MANAGEMENT AREAS, WHETHER OR NOT SUCH FRACTIONAL INTEREST IS SPECIFICALLY SET FORTH IN THE CONVEYING INSTRUMENT, UNLESS SUCH FRACTIONAL INTEREST IDENTIFIED WITH A PARTICULAR LOT HAS BEEN ACQUIRED BY A MUNICIPALITY OR OTHER LOT OWNER IN THIS SUBDIVISION, SUCH UNDIVIDED FRACTIONAL INTERESTS SHALL BE HELD AS TENANTS IN COMMON WITH THE FRACTIONAL INTERESTS HELD BY OTHER LOT OWNERS, AND SHALL NOT BE CONVEYED WITHOUT THE LOT TO WHICH IT IS APPURTENANT EXCEPT AS ABOVE.

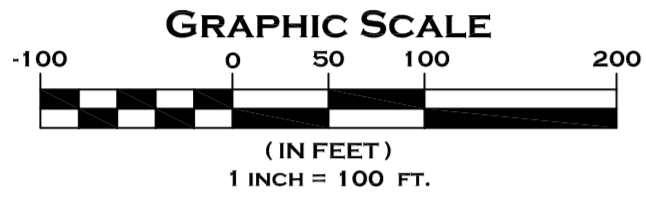
THE OWNER CAUSING THIS LAND TO BE PLATTED SHALL INCORPORATE A HOMEOWNER'S ASSOCIATION OPERATING UNDER WIS. STATUTE 779.70 FOR THE PURPOSE OF MANAGING THE STORMWATER MANAGEMENT AREA COMMON PROPERTY AND LEVYING SUCH ASSESSMENTS AS REQUIRED. IF THE HOMEOWNER'S ASSOCIATION DEFAULTS ON REQUIRED MAINTENANCE, THE CITY MAY PERFORM NECESSARY MAINTENANCE AND ASSESS THE COST PRO RATA TO THE HOLDERS OF FRACTIONAL INTERESTS IN OUTLOT 1.

UTILITY EASEMENT RESTRICTION
UTILITY EASEMENTS SET FORTH HEREIN ARE FOR THE USE OF PUBLIC BODIES AND PRIVATE PUBLIC UTILITIES HAVING THE RIGHT TO SERVE THIS SUBDIVISION. NO UTILITY POLE, PEDESTAL OR CABLE SHALL BE PLACED SO AS TO DISTURB ANY SURVEY MONUMENT OR OBSTRUCT VISION ALONG ANY LOT OR STREET LINE. THE UNAUTHORIZED DISTURBANCE OF A SURVEY MONUMENT IS A VIOLATION OF S.236.32 OF WISCONSIN STATUTES.

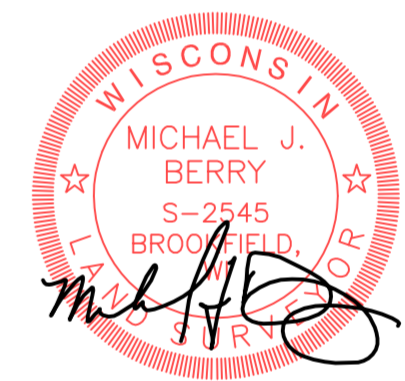
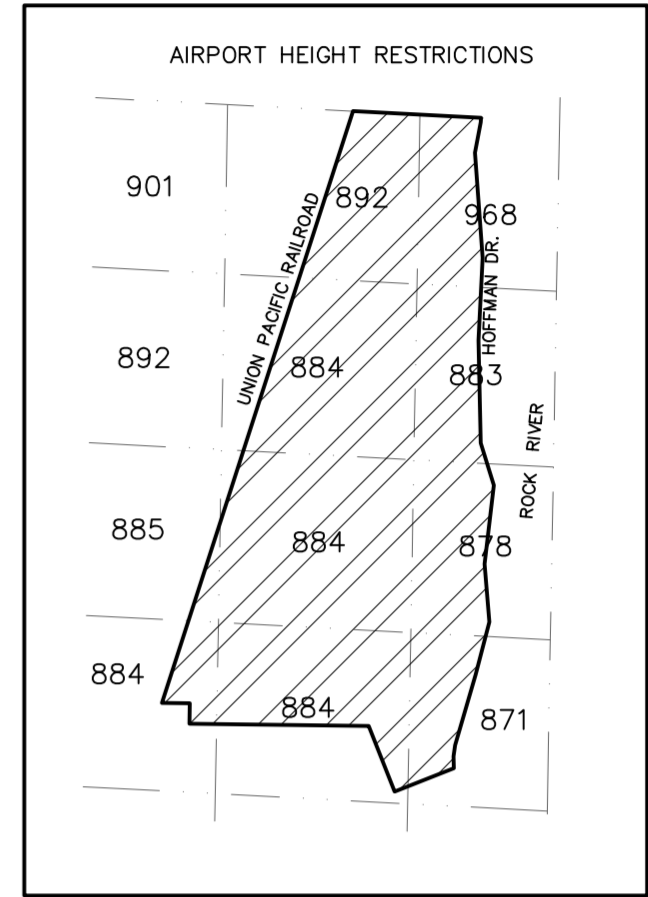
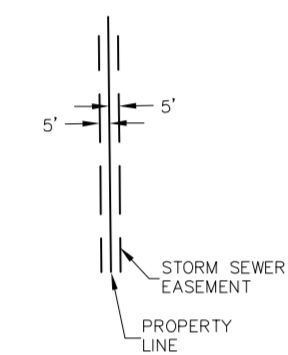
ROCK RIVER RIDGE SUBDIVISION

LOT 1 OF CERTIFIED SURVEY MAP NO. 4146, BEING PART OF GOVERNMENT LOTS 1 AND 2 IN SECTION 8, TOWNSHIP 8 NORTH, RANGE 15 EAST, IN THE CITY OF WATERTOWN, JEFFERSON COUNTY, WISCONSIN.

SEE SHEET 3 FOR CURVE AND LINE TABLES



DETAIL PRIVATE STORM SEWER EASEMENT (TYPICAL)

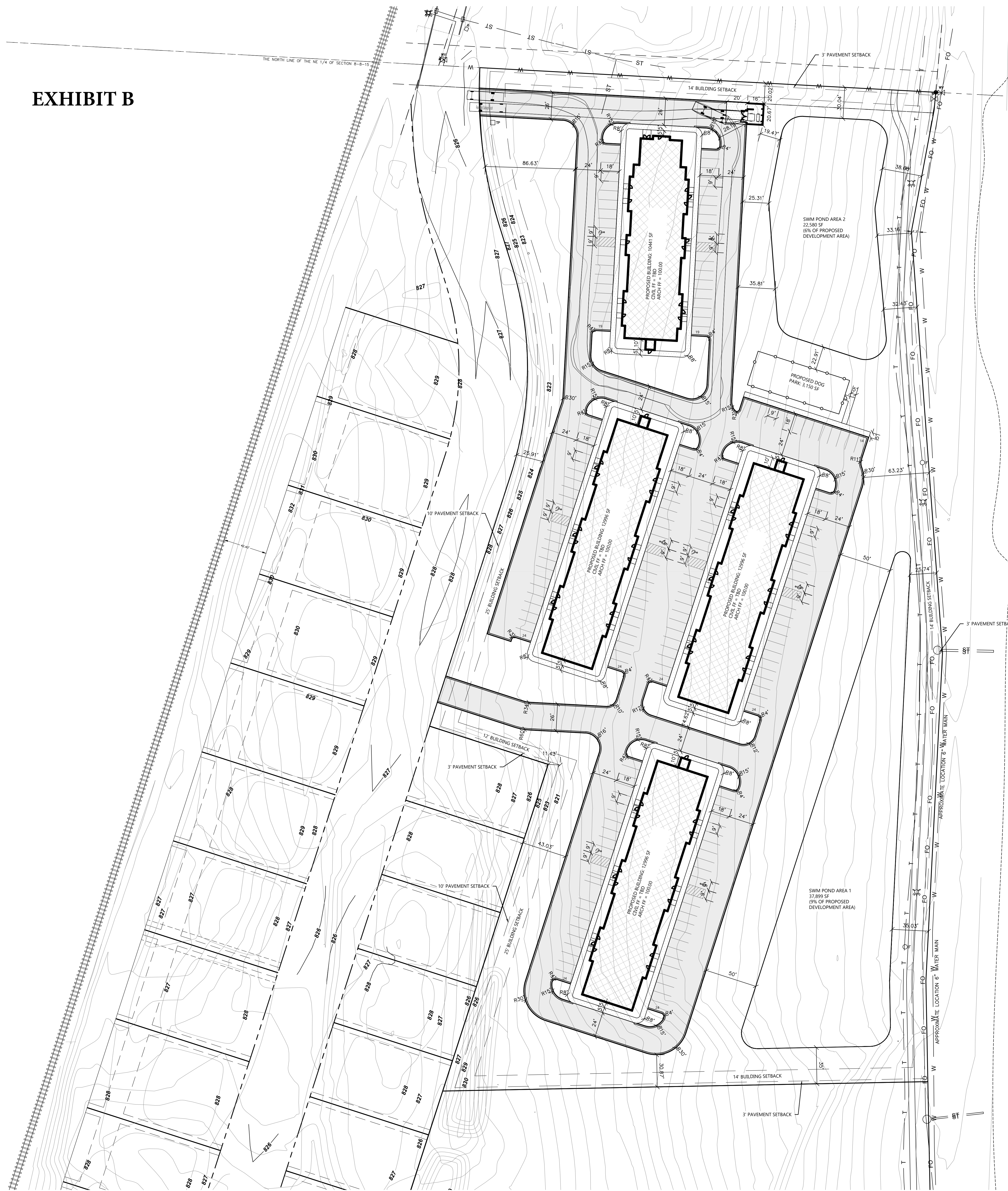


APRIL 8, 2024
REVISED: 8/14/24
REVISED: 8/20/24



CAPITOL SURVEY ENTERPRISES
2015 LA CHANDELLE CT.
BROOKFIELD, WI 53045
PH: (262) 786-6600
FAX: (414) 786-6608
WWW.CAPITOLSURVEY.COM

EXHIBIT B



GENERAL NOTES:
 • XXXXXXXX

SITE INFORMATION:
 Lot xxx of Certified Survey Map Number xxxxx filed in Volume LEGAL DESCRIPTION: xx of Certified Survey Maps on Page xxxxx as Document Number xxx.
 PROPERTY AREA: 406,529 S.F. (9.33 ACRES).
 EXISTING ZONING: MR-10
 PROPOSED ZONING: PUD
 PROPOSED USE: MULTI-FAMILY APARTMENTS
 AREA OF SITE DISTURBANCE: TBD
SETBACKS:
 BUILDING: FRONT (WEST) = 25'
 SIDE (NORTH/SOUTH) = 10% LOT WIDTH, OR MIN OF 8', MAX OF 10'
 STREET (EAST) = 10% LOT WIDTH, OR MIN OF 8', MAX OF 10'
PAVEMENT: FRONT (WEST) = 10'
 SIDE (NORTH/SOUTH) = 3'
 STREET (EAST) = 3'
BUFFERYARDS:
 FRONT (WEST) = N/A
 SIDE (NORTH/SOUTH) = STREET (EAST) = N/A
PROPOSED BUILDING HEIGHT: XXXXX (MAX. HEIGHT ALLOWED: XXXX)
PARKING REQUIRED: 2.5 SPACES PER 3-BED, 2 SPACES PER 2-BED, 1-BED, OR EFFICIENCY (196)
PARKING PROVIDED: 196 SPACES (8 H.C. ACCESSIBLE)
HANDICAP STALLS REQUIRED: 5, HANDICAP STALLS PROVIDED: 8
HOURS OF OPERATION: XXXXX
BUILDING OCCUPANCY CLASSIFICATION: XXXXX
CLASS OF BUILDING CONSTRUCTION: XXXXX
LANDSCAPE REQUIREMENTS: MIN. LANDSCAPE SURFACE RATIO: XX%
 MAXIMUM IMPERVIOUS SURFACE: 30%
 MAXIMUM LOT COVERAGE - BUILDINGS ONLY: XX%

EXISTING SITE DATA

	AREA (AC)	AREA (SF)	RATIO
BUILDING FLOOR AREA	0.00	0	####
PAVEMENT (ASP. & CONC.)	0.00	0	####
TOTAL IMPERVIOUS	0.00	0	####
LANDSCAPE/ OPEN SPACE	0.00	0	####
PROJECT SITE	0.00	0	#####

PROPOSED SITE DATA

	AREA (AC)	AREA (SF)	RATIO
BUILDING FLOOR AREA	1.15	50,153	####
PAVEMENT (ASP. & CONC.)	0.00	0	####
TOTAL IMPERVIOUS	1.15	50,153	####
LANDSCAPE/ OPEN SPACE	-1.15	-50,153	#####
PROJECT SITE	0.00	0	#####

Section 12, Item F.
EXCEL
 Always a Better Plan
 100 Camelot Drive
 Fond du Lac, WI 54935
 920-926-9800
 excelengineer.com

PROJECT INFORMATION

PROPOSED MULTI-FAMILY DEVELOPMENT
RIVERSIDE WOODS
 STREET • WATERTOWN, WISCONSIN

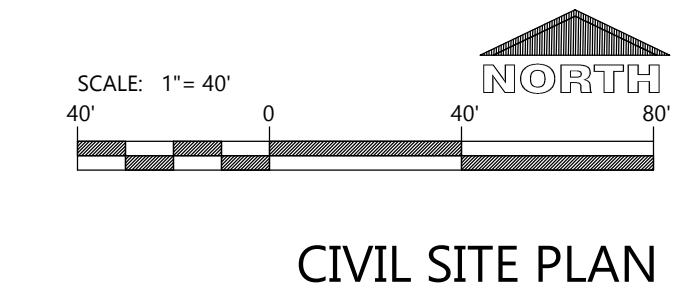
PROFESSIONAL SEAL

PRELIMINARY DATES

NOT FOR CONSTRUCTION

JOB NUMBER
 240136200

SHEET NUMBER
C1.1



CIVIL SITE PLAN

EXHIBIT C

**AGREEMENT TO UNDERTAKE DEVELOPMENT IN
TAX INCREMENT DISTRICT NO. 9**

MUNICIPAL REVENUE OBLIGATION

CITY OF WATERTOWN

\$2,031,474.00

THIS MUNICIPAL REVENUE OBLIGATION (the "Obligation") is created pursuant to Wis. Stat. § 66.0621 this ___ day of _____, 2026 by the City of Watertown, Jefferson County, Wisconsin (the "City") to Horizon Development Group, Inc., its successors and assigns ("Developer").

WITNESSETH:

- A. The City and Developer have entered into an Agreement to Undertake Development in Tax Increment District No. 9 dated _____, 2024, and within the Agreement (the "Development Agreement").
- B. This Obligation is issued by the City pursuant to the Development Agreement.
- C. Terms that are capitalized in this Obligation that are not defined in this Obligation and that are defined in the Development Agreement shall have the meanings assigned to such terms by the Development Agreement.

1. *Promise to Pay.* The City shall pay to Developer up to, but not to exceed, the principal amount of \$2,031,474.00 solely from the Project’s Tax Increment, and, then, only from a sum limited and equal to exactly 95% of the Project’s Tax Increment, on an annual basis, minus any and all other debts or obligations otherwise owing to the City by virtue of the Development Agreement or otherwise. To the extent that on any payment date the City is unable to make a payment from the Project’s Tax Increment at least equal to the City Payment due on such date as a result of having received, as of such date, insufficient Project Tax Increment, such failure shall not constitute a default under this Obligation and, except as hereinafter provided, the City shall have no obligation under this Obligation, or otherwise, to subsequently pay any such deficiency. Any payments on the Municipal Revenue Obligation, which are due on any payment date, shall be payable solely from and only to the extent that, as of such payment date, the City has received Project Tax Increment. The term of this Obligation and the City's obligation are as exclusively and specifically provided in the Agreement. This Obligation shall terminate and the City’s obligation to make any payments under this Obligation shall be discharged, and the City shall have no obligation and incur no liability to make any payments hereunder, after the date provided within the Development Agreement.

2. *Limited Obligation of City.* This Obligation shall be payable solely from the Project's Tax Increment and shall not constitute a charge against the City's general credit or taxing power. The City shall not be subject to any liability hereunder, or be deemed to have obligated itself to pay Developer any amounts from any funds, except the Project's Tax Increment, and then only to the extent and in the manner herein specified.

3. *Prepayment Option.* To satisfy in full the City's obligations under this Obligation, the City shall have the right to prepay all or a portion of the outstanding principal balance of this Obligation at any time, at par and without penalty.

4. *Miscellaneous.* This Obligation is subject to the Tax Increment Law and to the Development Agreement.

[Signatures on Following Page]

Dated this ____ day of _____, 20_____.

CITY OF WATERTOWN

By: _____, Mayor

ATTEST:

_____, City Clerk

EXHIBIT D

Lumin Terrace Apartment Development
 Illustrative MRO Payback Schedule

Est. Total Assessment	\$ 12,420,000	Inflation Rate	1.00%
Incentive Term		Base Tax Rate	0.018100
Developer Incentive Payment/Int. Rate	\$2,031,474 7.00%	Base Value	\$0

TIF Year	Calendar Year	Annual Value Added (Assess. Year)*	Cumulative Value Added	Total Value	Inflation Factor	Total Inflated Value	Value Increment	Total Taxes	Projected Tax Increment	Max Percent to PAYGO**	Max Available Developer PAYGO Payment***	Interest	Principal	MRO Principal Balance	Total PAYGO Payment	Annual Balance to TID	Cumulative Balance to TID
0	2025	\$0	\$0	\$0	1.000	\$0	\$0	\$0	\$0							\$0	\$0
1	2026	\$8,073,000	\$8,073,000	\$8,073,000	1.000	\$8,073,000	\$8,073,000	\$0	\$0					\$2,031,474	\$138,815	\$0	\$0
2	2027	\$4,347,000	\$12,420,000	\$12,420,000	1.000	\$12,420,000	\$12,420,000	\$146,121	\$146,121	95%	\$138,815	\$142,203	-\$3,388	\$2,034,862	\$138,815	\$7,306	\$7,306
3	2028		\$12,420,000	\$12,420,000	1.010	\$12,544,200	\$12,544,200	\$224,802	\$224,802	95%	\$188,562	\$142,440	\$46,122	\$1,988,740	\$188,562	\$36,240	\$43,546
4	2029		\$12,420,000	\$12,544,200	1.010	\$12,669,642	\$12,669,642	\$227,050	\$227,050	95%	\$190,698	\$139,212	\$51,486	\$1,937,255	\$190,698	\$36,353	\$79,899
5	2030		\$12,420,000	\$12,669,642	1.010	\$12,796,338	\$12,796,338	\$229,321	\$229,321	95%	\$217,854	\$135,608	\$82,247	\$1,855,008	\$217,854	\$11,466	\$91,365
6	2031		\$12,420,000	\$12,796,338	1.010	\$12,924,302	\$12,924,302	\$231,614	\$231,614	95%	\$220,033	\$129,851	\$90,182	\$1,764,826	\$220,033	\$11,581	\$102,945
7	2032		\$12,420,000	\$12,924,302	1.010	\$13,053,545	\$13,053,545	\$233,930	\$233,930	95%	\$222,233	\$123,538	\$98,696	\$1,666,130	\$222,233	\$11,696	\$114,642
8	2033		\$12,420,000	\$13,053,545	1.010	\$13,184,080	\$13,184,080	\$236,269	\$236,269	95%	\$224,456	\$116,629	\$107,827	\$1,558,303	\$224,456	\$11,813	\$126,455
9	2034		\$12,420,000	\$13,184,080	1.010	\$13,315,921	\$13,315,921	\$238,632	\$238,632	95%	\$226,700	\$109,081	\$117,619	\$1,440,684	\$226,700	\$11,932	\$138,387
10	2035		\$12,420,000	\$13,315,921	1.010	\$13,449,080	\$13,449,080	\$241,018	\$241,018	95%	\$228,967	\$100,848	\$128,119	\$1,312,565	\$228,967	\$12,051	\$150,438
11	2036		\$12,420,000	\$13,449,080	1.010	\$13,583,571	\$13,583,571	\$243,428	\$243,428	95%	\$231,257	\$91,880	\$139,377	\$1,173,188	\$231,257	\$12,171	\$162,609
12	2037		\$12,420,000	\$13,583,571	1.010	\$13,719,407	\$13,719,407	\$245,863	\$245,863	95%	\$233,570	\$82,123	\$151,446	\$1,021,741	\$233,570	\$12,293	\$174,902
13	2038		\$12,420,000	\$13,719,407	1.010	\$13,856,601	\$13,856,601	\$248,321	\$248,321	95%	\$235,905	\$71,522	\$164,383	\$857,358	\$235,905	\$12,416	\$187,318
14	2039		\$12,420,000	\$13,856,601	1.010	\$13,995,167	\$13,995,167	\$250,804	\$250,804	95%	\$238,264	\$60,015	\$178,249	\$679,109	\$238,264	\$12,540	\$199,859
15	2040		\$12,420,000	\$13,995,167	1.010	\$14,135,119	\$14,135,119	\$253,313	\$253,313	95%	\$240,647	\$47,538	\$193,109	\$485,999	\$240,647	\$12,666	\$212,524
16	2041		\$12,420,000	\$14,135,119	1.010	\$14,276,470	\$14,276,470	\$255,846	\$255,846	95%	\$243,053	\$34,020	\$209,033	\$276,966	\$243,053	\$12,792	\$225,317
17	2042		\$12,420,000	\$14,276,470	1.010	\$14,419,234	\$14,419,234	\$258,404	\$258,404	95%	\$245,484	\$19,388	\$226,096	\$50,870	\$245,484	\$12,920	\$238,237
18	2043		\$12,420,000	\$14,419,234	1.010	\$14,563,427	\$14,563,427	\$260,988	\$260,988	95%	\$247,939	\$3,561	\$50,870	\$0	\$54,431	\$206,558	\$444,794
19	2044		\$12,420,000	\$14,563,427	1.010	\$14,709,061	\$14,709,061	\$263,598	\$263,598	0%	\$0	\$0	\$0	\$0	\$0	\$263,598	\$708,392
20	2045		\$12,420,000	\$14,709,061	1.010	\$14,856,152	\$14,856,152	\$266,234	\$266,234	0%	\$0	\$0	\$0	\$0	\$0	\$266,234	\$974,626
21	2046		\$12,420,000	\$14,856,152	1.010	\$15,004,713	\$15,004,713	\$268,896	\$268,896	0%	\$0	\$0	\$0	\$0	\$0	\$268,896	\$1,243,523
TOTAL		\$12,420,000						\$4,824,452	\$4,824,452			\$1,407,252	\$2,031,474	\$3,442,114	\$1,243,523		

Notes:
 * Assumes 65% of full value assessment for partial completion in 2026 and full value in 2027.
 ** If increment equals or exceeds \$260,000, PAYGO contribution is capped at \$220,000.
 *** In 2028 and 2029, City retains 5% of the increment plus an additional \$25,000 to cover TID creation costs

EXHIBIT E

GENERAL PARTNER(S) OF DEVELOPER

Ryan R. Alvin

Erwin J. Gering

Curt D. Peerenboom

Michael R. Hintz

Scott J. Kwiecinski

**City of Watertown – Riverside Apartments Development
Developer Agreement Summary Term Sheet
Draft: April 18, 2024**

- A. Parties:** City of Watertown (the “City”)
Horizon Development Group, Inc. (the “Developer”)
- B. Property:** Developer has an option to purchase a 7^{+/-}-acre site (the “Property”) that is the northern portion of a larger 48.5-acre redevelopment site (the “Redevelopment Site”) generally located at 700 Hoffman Drive in the City of Watertown (Jefferson County Tax Identification Number 291-0815-0814-001). The balance of the property is being planned for the development of a residential subdivision, which will be the subject of a different development agreement and is not a part of this Project.
- C. Project Description:** The project (the “Project”) consists of 96 rental apartment units in four, 24-unit buildings to be constructed in a single phase as shown conceptually in Exhibit 1 (the “Concept Plans”). Each building will be two stories and contain approximately 24,000 square feet consisting of 10 one-bedroom/one-bathroom units, 8 two-bedroom/two-bathroom units, and 6 three-bedroom/two-bathroom units. Each unit will have a separate exterior entrance/exit with no interior hallways or indoor common areas. Parking will consist of surface spaces as required by the applicable zoning district. Other site improvements will consist of sidewalks and landscaping. Construction is anticipated to be started by May 1, 2025, and completed by July 2026.
1. Developer’s total investment will be approximately \$20.38 million. To construct the Project, Developer shall provide approximately \$4.8 million in equity.
- D. Purpose:** This term sheet (the “Term Sheet”) outlines the basic obligations and responsibilities of the Parties for developing the Property and completing the Project, which are to be incorporated into a formal development agreement (the “Development Agreement”) between the Parties for the Project. This Term Sheet is not binding on either party but, instead, represents their intentions with respect to the content of a binding Development Agreement.
- E. Conditions Precedent:**
1. Developer has secured a purchase option for the Property and has until May 1, 2025, to close on the sale.
 2. The Property currently is exempt from real property taxes and has an assessed value of \$0.00.
 3. In collaboration with the City, the Greater Watertown Community Health Foundation prepared the Watertown Southwest Side Conceptual Neighborhood Plan (the “Neighborhood Plan”) encompassing the Property and surrounding area.
 4. Developer has indicated interest in developing the Property consistent with the Neighborhood Plan and has provided the City with concepts plans and financial information for construction of the Project.
 5. The Property is classified as Riverside Mixed Use on the Future Land Use Map adopted as part of the Watertown Comprehensive Plan and is zoned PO (Planned Office & Institutional).
 6. To implement the Project, the Property will need to be rezoned to PD (Planned Development) (the “Rezoning”)
 7. Prior to the creation of a Tax Increment District (the “TID”) that would include the Property, the Property will need to be formally subdivided (the “Plat”) from the rest of the Redevelopment Site.

8. The processing, review, and action on the Rezoning and Plat are independent of this Term Sheet. In the event one or both of these are not approved, this Term Sheet shall have no force or effect.
9. City and Developer desire to develop the Property with quality housing at prices that are competitive in marketplace and to have the Property added to the tax rolls.

F. Developer Obligations:

1. Prior to August 1, 2024, Developer shall cause the Property to be subdivided from the Redevelopment Site.
2. Concurrent with the City’s process to create a TID that includes the Property, Developer shall negotiate in good faith with the City to complete a Development Agreement consistent with this Term Sheet such that final action by the City on both the creation of the TID and the Development Agreement can take place by the end of October 2024.
3. Prior to October 1, 2024, Developer shall submit a complete application to the City for the Rezoning.
4. Prior to March 1, 2025, Developer shall submit all plans, specifications and documents to the City and state of Wisconsin as necessary to receive a building permit to construct the Project (the “Building Permit”).
5. By May 1, 2025, Developer shall commence construction on the Project and have 14 months to complete it.
6. Developer shall spend approximately \$20.38 million constructing the Project and provide approximately \$4.8 million of equity.
 - a. Developer shall seek \$2.5 million in Project financing assistance from the Thrive Economic Development Live Local Development Fund (the “LLDF”) and agrees to maintain compliance with the requirements of the LLDF. In the event Developer is not provided assistance from the LLDF, this Term Sheet shall have no force or effect if Developer does not receive another non-city funding commitment.
7. Developer shall incorporate design and materials into the Project consistent with the Concept Plans contained in Exhibit 1.
8. Developer agrees not to contest an assessment of that is less than or equal to \$13 million.
9. Developer agrees to promptly pay all real property taxes levied against the Property when due for a thirty-year period following completion of the Project.
10. Prior to completion of the entire Project, Developer shall not transfer or assign its obligations and benefits as described herein to an entity other than one that also is controlled by the same principal individuals as Developer, and only then with approval of the City, which approval shall not be unreasonably withheld.
11. Following the completion of the Project, Developer may not transfer or assign its obligations and benefits as described herein to another entity without approval of the City, which approval shall not be unreasonably withheld. The City may condition its consent upon the transferee expressly assuming all of the obligations of Developer and providing evidence of its ability to do so.
12. Developer agrees not to seek to have the Property deemed to be tax exempt or to sell the Property to a tax-exempt entity for a thirty-year period following completion of the Project.
13. Developer agrees to promptly pay all utility bills issued to Developer by the City when due.

- 14. Developer agrees to maintain the Property in compliance with all local, state, and federal laws and regulations.
- 15. Developer agrees to work in good faith in assisting the City with preparing documents and financial projections as necessary for the City to prepare a project plan consistent with Wis. Stats. §66.1105 for the creation of a new TID that would include the Property and surrounding parcels, as well as with any applications for funds from state and federal agencies and private entities the City may seek to assist with development within the TID and the City’s obligations as described in Section G.

G. City Obligations: The City will provide the following forms of assistance to Developer in completing the Project:

- 1. Prior to the execution of the Development Agreement, the City shall take all steps necessary to create a mixed-use TID consistent with Wis. Stats. §66.1105 that includes the Property and includes the Project assistance described herein as an eligible TID expense.
 - a. Developer acknowledges that the City’s creation of a TID is predicated on the approval of same by the Watertown Joint Review Board (the “JRB”), an independent body.
 - i. In the event the JRB does not approve the proposed TID, this Term Sheet shall have no force or effect and City and Developer agree that any and all direct and indirect expenses incurred by either Party in pursuing the Project and the obligations of this Term Sheet shall be borne by each exclusively and neither Party shall seek reimbursement from the other for any such expenses or damages related thereto.
- 2. Upon completion of the entire Project, the City shall provide Developer with an executed Municipal Revenue Obligation (the “MRO”) for \$2.43 million. The MRO shall be paid with a percentage of the annual tax increment generated by the Project as shown on Exhibit 2 (the “Payback Schedule”).
 - a. The MRO annual interest rate shall be the lesser of 6.75% or the final interest rate secured by Developer for its first mortgage.
 - b. Payments shall be made **only** with tax increment from the Project and shall not constitute general obligation debt of the City. In the event the TID reaches the end of its statutory life and the full MRO has yet to be satisfied, the City shall have no further obligations to make any additional payments and the MRO shall be considered to be satisfied in whole.
 - c. The City reserves the right to pay off the MRO in full at any time or make accelerated payments.
 - d. City agrees not to voluntarily terminate the TID prior to full satisfaction of the MRO.
- 3. Terms of the Development Agreement shall include a “look back” provision that allows the City to re-evaluate the financial need for and amount of continued annual payments under the MRO in the event the project is sold to a third party during the MRO payback period.
- 4. All of the above shall be contingent upon full satisfaction of all of Developer’s Obligations as described in Section F.

H. Need for Assistance: Developer is seeking assistance as necessary to make the Project financially feasible while addressing a critical need for quality market rate housing in the community. Developer has stated that but for assistance to be provided by the City, including the use of Tax Increment Financing, Developer would not be willing to move forward with the Project.

I. Development Agreement Effective Period:

1. Provided each Party fully satisfies its obligations, the Development Agreement shall remain in effect through the life of the TID; however, certain provisions as described herein and in the Development Agreement may have effective time periods that extend beyond the life of the TID.
2. The Development Agreement shall include provisions for force majeure, declaring and curing a breach, and for terminating the Agreement in the event a Party fails to satisfy its obligations.

J. Tentative Project Time Schedule: The following are tentative dates for the completion of key Project milestones to be finalized in the Development Agreement:

April 22, 2024	City Finance Committee reviews Term Sheet
May-October 2024	City prepares project plan and conducts all required meetings and hearings for TID creation <ul style="list-style-type: none">- City and Developer prepare Development Agreement
July 2024	Property Platted separately from Redevelopment Site
October/November 2024	City and JRB adopt the TID <ul style="list-style-type: none">- City and Developer execute Development Agreement
September 2024	Developer submits complete application for the Rezoning
October 2024	City takes final action on Rezoning
March 2025	Developer submits application for a Building Permit
April 2025	City and State issue Building Permit
May 2025	Developer begins construction
June 2026	Developer to complete construction and receive a certificate of occupancy for the entire Project <ul style="list-style-type: none">- City issues MRO for the Project
January 2027	Fully completed project added to tax roll
July 2028	First of year of property taxes due for the completed Project
September 2028	First MRO payment due for the Project
September 2043	Last MRO payment due for the Project

EXHIBIT 1

Concept Plans



- Multiple higher-value lots.
- One east/west street.
- No townhomes.

Multi-Family Development

- 96 units.
- Infrastructure thru developer financed TIF.
- 2025 anticipated construction start.



EXHIBIT 2

Riverside Apartment Development
MRO Payback Schedule

Est. Total Assessment	\$ 12,960,000	Inflation Rate	2.00%
Incentive Term	19	Base Tax Rate	0.018100
Developer Incentive Payment/Int. Rate	\$2,433,000 6.75%	Base Value	\$0

TIF Year	Calendar Year	Annual Value Added (Assess. Year)	Cumulative Value Added	Total Value	Inflation Factor	Total Inflated Value	Value Increment	Total Taxes	Projected Tax Increment	Percent to PAYGO	Available Developer PAYGO Payment	Interest	Principal	MRO Principal Balance	Total PAYGO Payment	Annual Balance to TID	Cumulative Balance to TID
0	2024	\$0	\$0	\$0	1.000	\$0	\$0	\$0	\$0							\$0	\$0
1	2025	\$0	\$0	\$0	1.000	\$0	\$0	\$0	\$0							\$0	\$0
2	2026	\$0	\$0	\$0	1.000	\$0	\$0	\$0	\$0							\$0	\$0
3	2027	\$12,960,000	\$12,960,000	\$12,960,000	1.020	\$13,219,200	\$13,219,200	\$0	\$0					\$2,433,000	\$0	\$0	\$0
4	2028		\$12,960,000	\$13,219,200	1.020	\$13,483,584	\$13,483,584	\$239,268	\$239,268	95%	\$227,304	\$164,228	\$63,077	\$2,369,923	\$227,304	\$11,963	\$11,963
5	2029		\$12,960,000	\$13,483,584	1.020	\$13,753,256	\$13,753,256	\$244,053	\$244,053	95%	\$231,850	\$159,970	\$71,880	\$2,298,043	\$231,850	\$12,203	\$24,166
6	2030		\$12,960,000	\$13,753,256	1.020	\$14,028,321	\$14,028,321	\$248,934	\$248,934	90%	\$224,041	\$155,118	\$68,923	\$2,229,120	\$224,041	\$24,893	\$49,059
7	2031		\$12,960,000	\$14,028,321	1.020	\$14,308,887	\$14,308,887	\$253,913	\$253,913	90%	\$228,521	\$150,466	\$78,056	\$2,151,065	\$228,521	\$25,391	\$74,451
8	2032		\$12,960,000	\$14,308,887	1.020	\$14,595,065	\$14,595,065	\$258,991	\$258,991	90%	\$233,092	\$145,197	\$87,895	\$2,063,170	\$233,092	\$25,899	\$100,350
9	2033		\$12,960,000	\$14,595,065	1.020	\$14,886,966	\$14,886,966	\$264,171	\$264,171	90%	\$237,754	\$139,264	\$98,490	\$1,964,680	\$237,754	\$26,417	\$126,767
10	2034		\$12,960,000	\$14,886,966	1.020	\$15,184,706	\$15,184,706	\$269,454	\$269,454	90%	\$242,509	\$132,616	\$109,893	\$1,854,787	\$242,509	\$26,945	\$153,712
11	2035		\$12,960,000	\$15,184,706	1.020	\$15,488,400	\$15,488,400	\$274,843	\$274,843	90%	\$247,359	\$125,198	\$122,161	\$1,732,627	\$247,359	\$27,484	\$181,197
12	2036		\$12,960,000	\$15,488,400	1.020	\$15,798,168	\$15,798,168	\$280,340	\$280,340	90%	\$252,306	\$116,952	\$135,354	\$1,597,273	\$252,306	\$28,034	\$209,231
13	2037		\$12,960,000	\$15,798,168	1.020	\$16,114,131	\$16,114,131	\$285,947	\$285,947	90%	\$257,352	\$107,816	\$149,536	\$1,447,737	\$257,352	\$28,595	\$237,825
14	2038		\$12,960,000	\$16,114,131	1.020	\$16,436,414	\$16,436,414	\$291,666	\$291,666	90%	\$262,499	\$97,722	\$164,777	\$1,282,960	\$262,499	\$29,167	\$266,992
15	2039		\$12,960,000	\$16,436,414	1.020	\$16,765,142	\$16,765,142	\$297,499	\$297,499	90%	\$267,749	\$86,600	\$181,149	\$1,101,810	\$267,749	\$29,750	\$296,742
16	2040		\$12,960,000	\$16,765,142	1.020	\$17,100,445	\$17,100,445	\$303,449	\$303,449	90%	\$273,104	\$74,372	\$198,732	\$903,078	\$273,104	\$30,345	\$327,087
17	2041		\$12,960,000	\$17,100,445	1.020	\$17,442,454	\$17,442,454	\$309,518	\$309,518	90%	\$278,566	\$60,958	\$217,608	\$685,470	\$278,566	\$30,952	\$358,038
18	2042		\$12,960,000	\$17,442,454	1.020	\$17,791,303	\$17,791,303	\$315,708	\$315,708	90%	\$284,138	\$46,269	\$237,868	\$447,601	\$284,138	\$31,571	\$389,609
19	2043		\$12,960,000	\$17,791,303	1.020	\$18,147,129	\$18,147,129	\$322,023	\$322,023	90%	\$289,820	\$30,213	\$259,607	\$187,994	\$289,820	\$32,202	\$421,812
20	2044		\$12,960,000	\$18,147,129	1.020	\$18,510,071	\$18,510,071	\$328,463	\$328,463	90%	\$295,617	\$12,690	\$187,994	\$0	\$200,684	\$127,779	\$549,591
21	2045		\$12,960,000	\$18,510,071	1.020	\$18,880,273	\$18,880,273	\$335,032	\$335,032							\$335,032	\$884,623
22	2046		\$12,960,000	\$18,880,273	1.020	\$19,257,878	\$19,257,878	\$341,733	\$341,733							\$341,733	\$1,226,356
TOTAL		\$12,960,000						\$7,663,810	\$7,663,810			\$1,805,648	\$2,433,000		\$4,238,648	\$1,226,356	
															Percent Use of TIF 55.31%		

4/18/2024

****CONFIDENTIAL DRAFT FOR PLANNING PURPOSES ONLY****

**RESOLUTION TO
APPROVE DEVELOPMENT AGREEMENT BETWEEN CITY OF
WATERTOWN, WISCONSIN AND HORIZON DEVELOPMENT GROUP,
INC**

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

WHEREAS, the Greater Watertown Community Health Foundation has worked with the City of Watertown to facilitate a significant residential Development Project at the former Bethesda property; and,

WHEREAS, the Greater Watertown Community Health Foundation brought forward Horizon Development Group, Inc to develop a multifamily housing project as part of this effort, and,

WHEREAS, the Development Agreement between the City and Horizon represents a significant opportunity to add much-needed new construction rental units to the City’s housing stock; and,

WHEREAS, the attached Development Agreement between the City of Watertown and Horizon Development Group, Inc has been considered and reviewed by all necessary City interests and deemed appropriate and in the best and vital interest of the City; and,

WHEREAS, Horizon Development Group, Inc has represented to the City and the City finds and determines that, but for the City’s commitment and willingness to provide funding for the Development Project, the Development Project and the completion of this project might not take place in the City.

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

That based on the foregoing, and the objectives of the City, the proper City Officials be and are hereby authorized to sign, execute and implement the attached Development Agreement between the City of Watertown, Wisconsin and the Horizon Development Group, Inc.

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

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

ADOPTED November 4, 2024

CITY CLERK

APPROVED November 4, 2024

MAYOR