



## PLAN COMMISSION MEETING AGENDA

MONDAY, NOVEMBER 27, 2023 AT 4:30 PM

COUNCIL CHAMBERS, SECOND FLOOR, MUNICIPAL BUILDING, 106 JONES STREET,  
WATERTOWN, WI

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**By Phone or GoToMeeting:** Members of the media and the public may attend by calling:  
1 877 309 2073 **Access Code:** 206-931-781 or <https://meet.goto.com/206931781>

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

### 1. CALL TO ORDER

### 2. APPROVAL OF MINUTES

- A. Review and take action: Site Plan Review minutes dated November 13, 2023

### 3. BUSINESS

- A. Review and take action: 1748 River Drive hangar lease
- B. Review and take action: 1753-A River Drive hangar lease
- C. Review Downtown River Corridor Opportunity Analysis RFP
- D. Initial review and set public hearing date for Comprehensive Plan Amendments: 1110 and 1111 S. Tenth Street - from Planned Mixed Use to Mixed Industrial, 1310 Allwardt St - from Institutional to Multi-Family Residential, and Comprehensive Plan Figure 7.7 - text change.
- E. Initial review and set public hearing date for Zoning Text Amendment: Amend Chapter 550-53D Zoning.
- F. Review public hearing comments and make recommendation to Council: Chapter 545, Subdivision of Land

### 4. ADJOURNMENT

*Persons requiring other reasonable accommodations for any of the above meetings, may contact the office of the City Clerk at [mdunneisen@CityofWatertown.org](mailto:mdunneisen@CityofWatertown.org), phone 920-262-4006*

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

**SITE PLAN REVIEW COMMITTEE  
November 13, 2023**

*Section 2, 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 of Building, Safety & Zoning; Maureen McBroom of Engineering and Stormwater Utility; Stacy Winkelman of the Street Department; Mike Zitelman of the Water/Wastewater Department; Strategic Initiatives and Development Coordinator Mason Becker; Doug Zwieg of Building, Safety & Zoning; and Anthony Rauterberg of the Fire Department. Also in attendance were Nikki Zimmerman, and G. R. Lyons of Lycon, Inc.

**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 September 11, 2023**

Motion was made by Doug Zwieg and seconded by Anthony Rauterberg to approve the September 11, 2023 Site Plan Review minutes as submitted. Unanimously approved.

**3. Business**

**A. Review and take action: W6911 Silver Creek Road – Remodel of redi-mix plant and construction of aggregate storage building**

G. R. Lyons was present to explain the proposal to the committee members. The current plant is old and needs to be updated. The updates and the addition of an aggregate storage area will assist in meeting DNR standards, keeping items more easily accessible throughout the year, cut down on noise and dust, and will make the site more aesthetically pleasing.

The following was presented by staff:

Building:	Submit a building permit with plans.
Fire:	Ensure a Knox Box is installed.
Eng/Stormwater:	With no new impervious area, there are no requirements that have to be met. Be sure to adhere to post construction stormwater practices.
Streets:	No comments.
Water/Wastewater:	No comments.
Zoning:	Lighting and landscaping plans have been submitted.

Motion was made by Doug Zwieg and seconded by Anthony Rauterberg to recommend approval of this proposal to Plan Commission with inclusion of the above comments.

Unanimously approved.

**4. Adjournment**

Motion was made by Maureen McBroom and seconded by Mike Zitelman to adjourn. Unanimously approved.

Respectfully submitted,  
Nikki Zimmerman  
Recording Secretary

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



Main Office  
920-262-4060

Brian Zirbes  
920-262-4041

Mark Hady  
920-342-0986

Nikki Zimmerman  
920-262-4045

Dell Zwieg  
920-262-4042

Doug Zwieg  
920-262-4062

Dennis Quest  
920-262-4061

TO: Site Review Committee / Plan Commission  
DATE: November 27th, 2023  
SUBJECT: 1748 River Drive Airplane Hanger Lease

A requested by Krys Brown, agent for Watertown Municipal Airport, for a review and recommendation to Council for an airplane hangar lease at 1748 River Dr. Watertown, WI within the Watertown Municipal Airport property. Parcel PIN: 291-0815-0931-001.

SITE DETAILS:

Acres: 120.19  
Current Zoning: PI Planned Industrial  
Existing Land Use: Airport  
Future Land Use Designation: Airport

BACKGROUND & APPLICATION DESCRIPTION:

The City of Watertown Airport is seeking approval of a lease for an airplane hangar located on city-owned property. The hangar will be used by the local EAA Chapter #320.

STAFF EVALUATION:

Wisconsin Statutes

Per the Wisconsin Statutes it is the role of the Plan Commission to review and recommend to Council any leases pertaining to public facilities, including airports.

*Per Wisconsin State Statute § 62.23(5):*

*(5) Matters referred to city plan commission. The council, or other public body or officer of the city having final authority thereon, shall refer to the city plan commission, for its consideration and report before final action is taken by the council, public body or officer, the following matters: The location and architectural design of any public building; the location of any statue or other memorial; **the location, acceptance, extension, alteration, vacation, abandonment, change of use, sale, acquisition of land for or lease of land for any street, alley or other public way, park, playground, airport, area for parking vehicles, or other memorial or public grounds;** the location, extension, abandonment or authorization for any public utility whether publicly or privately owned; all plats of lands in the city or within the territory over which the city is given platting jurisdiction by ch. 236; the location, character and extent or acquisition, leasing or sale of lands for public or semipublic housing, slum clearance, relief of congestion, or vacation camps for children; and the amendment or repeal of any ordinance adopted pursuant to this section. Unless such report is made within 30 days, or such longer period as may be stipulated by the common council, the council or other public body or officer, may take final action without it.*

PLAN COMMISSION OPTIONS:

The following are possible options for the Plan Commission:

1. Deny the recommendation of the lease.
2. Approve the recommendation of the lease.
3. Postpone review and recommendation to a later date.

106 Jones Street • P.O. Box 477 • Watertown, WI 53094-0477 • Phone 920.262.4060

*Opportunity Runs Through It*

ATTACHMENTS:

*Section 3, Item A.*

- Application materials

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*Opportunity Runs Through It*

## AIRPORT HANGAR LEASE

This Agreement, made and entered into as of Nov. 1, 2023 by and between the City of Watertown, Wisconsin, a Wisconsin Municipal Corporation, hereinafter called the, "Lessor," and EAA Chapter 320 whose hangar address is 1748 River Drive, hereinafter called the "Lessee(s)."

**WHEREAS**, the Lessor owns and operates an airport known as the Watertown Municipal Airport (hereinafter the "Airport") and Lessee is desirous of leasing from the Lessor a certain parcel of land, as improved, at the Airport, hereinafter more fully described, for the purpose of aircraft and aviation related equipment storage; and,

**WHEREAS**, the Lessee will use the below described property for the purpose of storing aircraft and aviation related equipment and shall conduct only such aircraft maintenance, storage and similar activities as related to its own aircraft and as performed by the Lessee or by regular, lawfully, pay-rolled employees of the Lessee, or bona fide contractors retained or hired by Lessee;

**NOW, THEREFORE**, for and in consideration of the rental charges, covenants and agreements herein contained, the sufficiency of foresaid consideration being deemed acceptable by the parties hereto, the Lessee does hereby lease from the Lessor the following premises, rights, and easements on and to the Airport upon the following terms and conditions.

1. **Property Description:** Consisting of land area of 64 feet by 84 feet totaling 5,376 square feet located at the Airport, hereinafter called the "premises."
2. **Hangar Construction:** The Lessee shall have the right to erect, maintain and alter buildings or structures upon the premises provided such buildings or structures conform to the building code requirements of the Wisconsin Department of Commerce and pertinent provisions of any local ordinance then-in effect. All plans for such buildings or structures shall be reviewed and approved in writing by the Lessor or Lessor's agent or representative, prior to construction or modification.
3. **Term:** The term of this lease shall commence on Nov. 1, 2023 and continue for twenty (20) years from said date. This agreement shall be reevaluated by the Lessor within said term no sooner, nor later, than, five (5) years following the commencement date and every five (5) years thereafter on the same day/month and rents shall be adjusted accordingly.
4. **Rent:** The Lessee agrees to pay to the Lessor for the use of the premises; rights and easements herein described a yearly rental of eleven cents (\$0.11) per square foot for the land leased, for the total annual charge payable on or before January 31<sup>st</sup> of each year during the term of this Lease. Failure on the part of the Lessee to pay the rent hereunder within thirty (30) days after the same shall become due, shall authorize the Lessor to provide written notice thereof issued to Lessee's last known or reasonably ascertainable post office address consistent with the terms of Paragraph 16 hereof. It is understood and agreed that the rental rate specified shall be subject to readjustment at the end of each five (5) years of this Lease, provided that any readjustment of rates shall be reasonable and applicable to all Ground Leases in good and active, binding standing with the Airport. Lessee shall have the right to terminate Lease upon written notice issued hereunder within fifteen (15) days of the effective date of any readjustment of rates under this Paragraph.
5. **Non-Exclusive Use:** The Lessee shall have the right to the non-exclusive use, in common with others, of the airport parking areas, appurtenances and improvements; the right to install, operate, maintain and store, subject to the approval of the Lessor in the interest of safety and convenience of all concerned, all equipment necessary for the safe hangaring of the Lessee's aircraft; the right of ingress

to and egress from the premises, which shall also extend to Lessee's employees, guests and patrons; the right, in common with others authorized to do so, to use common areas of the airport, including runways, taxiways, aprons, roadways, and other conveniences for the take-off, flying and landing of aircraft.

6. **Storage and Use:** Lessee shall have the right to store aircraft on the premises; however, Lessee shall not engage in any other business or operations without the express written consent of the Lessor. Lessee understands that a violation of this paragraph is a material default and breach of this Lease which gives the Landlord the rights set forth in Paragraph 16. Both light and heavy maintenance of Lessee's aircraft or related equipment, including operation of a workshop for same, and any other uses incidental or related to such aircraft, may be performed on the premises, but not on a for-hire or any similar basis. Lessee agrees that Lessee shall use the premises for no other purposes without first obtaining the express written approval of the Lessor.
7. **Fuel Storage and Hazardous Materials:** Lessee shall not store or maintain on the leased premises any fuels, or other hazardous materials, and agrees not to dispose of same on the airport premises. Lessee is permitted, however, to store lube oil, cleaning solvents, and paints in approved, closed containers. The Lessor may, in its sole discretion, prohibit or impose restrictions on the storage of said material if, in the Lessor's exclusive opinion, the storage is deemed a safety hazard. Disposing of any petroleum or similar products on or about any portion near or about the premises shall be cause for immediate termination of the lease at Lessor's discretion with all rights accruing in favor of Lessor pursuant to Paragraph 16.
8. **Laws and Regulations:** The Lessee agrees to observe and obey during the term of this Lease all laws, ordinances, rules and regulations promulgated and enforced by the Lessor, and by other proper authority having jurisdiction over the conduct of operations at the Airport. Lessee shall not use the premises for any unlawful purpose in direct or apparent violation of any local, state, or federal statute or ordinance, or of any similar regulation, order, or directive of any governmental agency or interest.
9. **Quiet Enjoyment:** The Lessor covenants that upon paying the rent and performing the covenants and conditions herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the leased premises for the term of this Lease. Lessee agrees that temporary inconveniences such as noise, disturbances, traffic detours and the like, caused by or associated with the construction of premises or Airport improvements or similar related airport or aviation-related activities shall not constitute a breach of quiet enjoyment of the leased premises.
10. **Hold Harmless:** Lessee shall exonerate, save harmless, protect and indemnify the Lessor and its agents, employees, representatives and assigns from and against any and all losses, damages, claims, suits or actions, judgments and costs which may arise or grow out of any injury to or death of person or damage to property arising out of and attributable to the negligence or act, or omission of, or use by Lessee, his, her or its agents, servants, employees, trespassers or guests of the leased premises. Lessee also agrees that it will not hold the City of Watertown or any of its agents, employees, or officials responsible for any loss occasioned by fire, theft, rain, windstorm, hail or from any other act of God or similar cause, whether that cause be the direct, indirect, or merely a contributing factor in producing of the loss to any airplane, automobile, personal property, parts or surplus that may be located or stored in, near or about the hangars, offices, aprons, field, or any other location at the Airport. Lessee further agrees that aircraft and aircraft contents are to be stored at Lessee's risk. Further, Lessee agrees to indemnify Lessor, its agents, officers, representatives, and employees, against all liability of any nature arising directly or indirectly out of the activities of Lessee, his, her or



its agents, servants, employees, trespassers or guests under this lease or by reasons of any act or omission of those persons.

11. **Insurance:** The Lessee agrees that there shall be on deposit with the Lessor a certifiable policy of liability insurance bearing minimum policy limits and coverage types in full conformity with the attached, "Appendix 1." The policy shall be issued by a company licensed to do business in Wisconsin. The policy shall name the City of Watertown as an additional insured and provide for a minimum of ten (10) days prior written notice to the City of Watertown in the event of cancellation. The Lessee shall provide the City of Watertown with a Certificate of Insurance consistent with demonstrating the requirements herein stated. The cancellation or other termination of any insurance policy issued in compliance with this section shall automatically terminate the lease, unless another policy has been filed and approved pursuant to this section and shall be in effect at the time of such cancellation or termination.
12. **Maintenance of Buildings:** The Lessee will maintain the structures occupied by them and the surrounding land premises in good order and make such repairs as necessary. The Lessee shall control weeds and landscaping near, about or around the building to the extent the presence of such weeds and landscaping could not be reasonably construed to be determined deleterious to the value of the other improvements at the Airport or the common or exclusive real estate portions or elements of the Airport, itself. In the event of fire or any other casualty to structures owned by the Lessee, the Lessee shall either repair or replace the building or remove the damaged building and restore the leased area to its original condition; such action must be accomplished within one hundred, twenty (120) days of the date the damage. Upon petition by the Lessee, the Lessor may grant an extension of time if it appears such extension is warranted. Lessee further agrees not to deposit any trash, garbage, or similar refuse on any part of the premises. In the event Lessee fails to comply with this paragraph, the Lessor may notify the Lessee in writing that such maintenance, cleaning, repair or replacement shall be done, and in the event that Lessee fails to correct the condition within fifteen (15) days of the Lessor's written notice, the Lessor may enter the premises of the Lessee and provide the necessary custodial service and bill the Lessee for the expense thereof. Lessee agrees that any failure to comply with the foregoing shall, in the sole and exclusive discretion of the Lessor, be cause for immediate termination of the lease with all rights accruing in favor of the Lessor pursuant to Paragraph 16.
13. **Right to Inspect:** The Lessor reserves the right to request entrance and access to, in and about the premises, which request will not be unreasonably withheld, at any reasonable time for the purpose of making any inspection, maintenance, repair, showing or any other reasonably-related airport function it may deem expedient to the proper enforcement or execution of any of the covenants or conditions of this agreement. A current key will be issued to the Lessor for any purpose hereunder.
14. **Taxes:** The Lessee shall pay all taxes or assessments that may be levied against the personal property of the Lessee or the buildings which the Lessee may erect on lands exclusively to them. Any failure in the foregoing on the part of the Lessee shall be considered a material breach hereunder. Time shall be of the essence with respect to compliance with this section with the due date designated by taxing authorities being controlling to determining the Lessee's compliance.
15. **Signs:** No signs, postings or advertising matter may be erected, mounted or similarly located at, on or about the premises without the express, written consent of the Lessor. The Lessee shall display the address assigned to the hangar prominently and conspicuously upon the hangar exterior with lettering the minimum of 3 inches and a maximum of 5 inches.

**16. Default:** The Lessee shall be deemed in default upon:

- a) Failure to pay rent within thirty (30) days after due date;
- b) The filing of a petition under the Federal Bankruptcy Act or any amendment thereto including a petition for reorganization or an arrangement;
- c) The commencement of a proceeding for dissolution or for the appointment of a receiver;
- d) The making of an assignment for the benefit of creditors;
- e) Violation of any restrictions, conditions, provisions contained in this lease, or failure to keep any of its covenants after written notice to cease such violation and failure to correct such violation within thirty (30) days.

In the event of a default, except for the payment of rent, the Lessor shall give written notice of the nature of the default to the Lessee issued to Lessee's last known or reasonably ascertainable post office address. The Lessee shall have thirty (30) days from the date of said notice to cure any Default if so allowed under any applicable or controlling provision hereunder. Failure to timely pay rent shall constitute a Default without further required notice except as required under Wisconsin state statutes or governing Wisconsin Administrative Code. Default as defined under this paragraph, shall authorize the Lessor, at its sole and exclusive option, to declare this lease void, cancel the same, and re-enter and take possession of the premises. In any litigation to enforce the terms of this lease, the Lessor may recover all costs, damages and expenses suffered by Lessor by reason of Lessee's default, including attorney fees to the extent permitted by law. As an alternative, Lessor may elect to cure any default and add the cost attributable to such cure to Lessee's rent and recover the same upon the successive collection of rent, and, in case of failure to so recover such amounts, said amounts shall be additional damages recoverable by the Lessor in suit to enforce or make any form of recovery under this lease.

- 17. Title:** Title to the building or associated improvements erected, modified or maintained by the Lessee shall remain with the Lessee and shall be transferable pending written approval by the Lessor. Upon termination of this lease, the Lessee may, at the sole and exclusive option of the Lessor, remove the buildings, equipment, and property, and restore the leased property to its original, pre-lease condition.
- 18. Return of Possession:** At the termination of this Lease, Lessee shall surrender peaceable possession of the property to Lessor in as good of condition as when Lessee entered into this agreement, reasonable wear and tear being excepted.
- 19. Option to Renew:** Lessor does hereby grant unto Lessee the right and option to renew and extend the term of this lease for two (2) additional period(s) of ten (10) years each. Such renewal and extension shall be on like covenants, agreements, terms, provisions, and conditions as are contained herein, except that the Rent shall be adjusted as set forth in Paragraph 4 of this lease. Lessee shall provide written notice to Lessor of Lessee's exercise of this option to renew not later than one hundred twenty (120) days prior to the expiration of any term under this lease.
- 20. Snow Removal:** The Lessor agrees to provide snow removal services to the Lessee's leased premises as reasonably possible in, near and about the premises-hangar area, except within five (5) feet of hangar door(s) or exterior walls or impediments as reasonably possible. Snow removal shall be accomplished only after all runways, apron, and primary taxiways have been first cleared.
- 21. Risk of Operation:** Lessee shall take possession of the premises subject to the known and unknown but reasonably inferable hazards of operating, maintaining, and storing an aircraft and shall assume

all risks of accidents to agents, employees, guests, trespassers and self in the pursuit of said uses detailed first written and detailed above. Further, Lessee agrees that Lessor shall in no way be liable for any damage or loss due to any reason other than those set forth in this lease or by virtue of a reckless or negligent act by the Lessor.

22. **Lease Transfer:** The Lessee may not, at any time during the time of this lease, assign or transfer this agreement or any interest contained therein, without the express, written consent of the Lessor.
23. **City of Watertown Not Responsible for Acts or Omissions of Third Parties:** The City of Watertown shall not be responsible or liable to Lessee or any Lessee agents, employees, guests or trespassers for any loss or damage that may be occasioned by or through either the acts or omissions of persons occupying any part of the hangar(s) adjacent to the premises, or tenants in any other part of the hangar or improvements on, near or about the premises under any subleases or similar arrangements then-in effect. Nothing shall preclude Lessee from bringing any action necessary to obtain damages from third parties on the premises if damages are incurred by the Lessee as a result of the actions of such third parties.
24. **Airport Development:** The Lessor reserves the right, in its sole and exclusive discretion, to further develop or improve the Airport as it sees fit without interference or hindrance. If the development or improvement of the Airport requires the relocation of the Lessee, the Lessor agrees to provide a compatible and comparable location and agrees to relocate all buildings or provide similar facilities for the Lessee at no cost to the Lessee.
25. **Cumulative Right:** The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law or specifically identified as such hereunder.
26. **Subordination Clause:** This Lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States and/or the State of Wisconsin relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the Airport. Furthermore, this Lease may be amended to include provisions required by those agreements with the United States or the State of Wisconsin.
27. **No Agency or Partnership:** Nothing in this Lease shall be construed to create any type of partnership, agency or any other type of relationship between the parties other than a "landlord/tenant" relationship.
28. **Entire Agreement/Amendment:** This Lease contains the entire agreement of the parties and there are no other promises, obligations, covenants or conditions in or a part of any other agreement whether oral or written. This Lease may be modified or amended in writing if said writing is signed by each party bound hereunder.
29. **Severability:** If any portion of this Lease shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and remain in full force and effect. If a court of competent personal and subject matter jurisdiction finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provisions it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforceable as so limited and done so in the manner most harmonizing to the balance of the agreement.
30. **Arbitration:** Any controversy or claim arising out of or relating to this Lease or any alleged breach thereof, which cannot be settled between the parties, may be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the dispute rendered by the arbitrator(s) shall be final and binding on the parties.

31. **Representations:** Each party hereto represents that it has validly entered into this Agreement and has the legal authority to do so in binding fashion.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day of \_\_\_\_\_, 20\_\_\_\_ in the City of Watertown, Jefferson County, Wisconsin.

LESSOR: CITY OF WATERTOWN

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

LESSEE:

EAA CHAPTER 320  
By ERIC WEGNER - PRESIDENT  
*Eric Wegner*

Lessee address for communications  
pursuant to Agreement:

1748 River Dr.  
WATERTOWN, WI 53094

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF JEFFERSON )

Personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Emily McFarland and Megan who acknowledged that they were Mayor and City Clerk, respectively of the City of Watertown and that they, as such Mayor and City Clerk, being authorized to do so, executed the foregoing instrument consisting of \_\_\_\_ typewritten pages on the City's behalf.

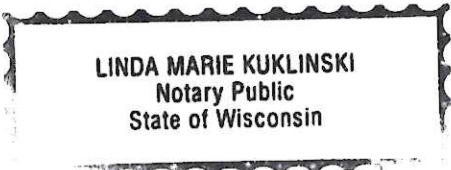
\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires \_\_\_\_\_, 20\_\_\_\_

STATE OF WISCONSIN )  
 ) ss.

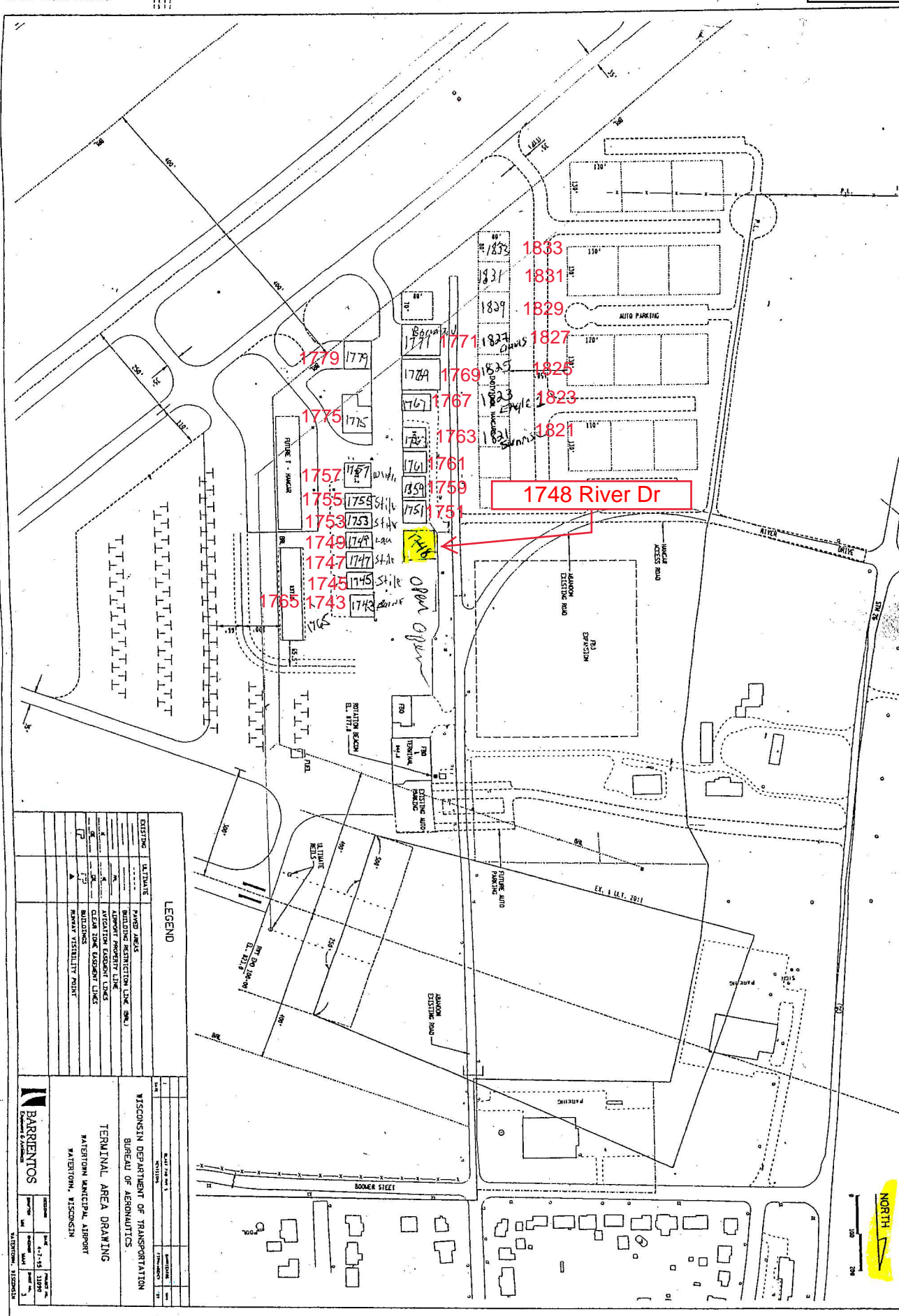
COUNTY OF JEFFERSON )

Personally appeared before me this 8<sup>th</sup> day of November, 2023 ERIC WEGNER, who acknowledged that they are said PRESIDENT of EAA Chapter 320 and that they, as such ERIC WEGNER being authorized to do so, executed the foregoing instrument on EAA CHAPTER 320's behalf.

*Linda Marie Kuklinski*  
Notary Public, State of Wisconsin  
My commission expires 9/20, 2026







Main Office  
920-262-4060

Brian Zirbes  
920-262-4041

Mark Hady  
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Nikki Zimmerman  
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TO: Site Review Committee / Plan Commission  
DATE: November 27th, 2023  
SUBJECT: 1753-A River Drive Airplane Hanger Lease

A requested by Krys Brown, agent for Watertown Municipal Airport, for a review and recommendation to Council for an airplane hangar lease at 1753-A River Dr. Watertown, WI within the Watertown Municipal Airport property. Parcel PIN: 291-0815-0931-001.

SITE DETAILS:

Acres: 120.19  
Current Zoning: PI Planned Industrial  
Existing Land Use: Airport  
Future Land Use Designation: Airport

BACKGROUND & APPLICATION DESCRIPTION:

The City of Watertown Airport is seeking approval of a lease for an airplane hangar located on city-owned property. The hangar will be used by Paul Gardetto.

STAFF EVALUATION:

Wisconsin Statutes

Per the Wisconsin Statutes it is the role of the Plan Commission to review and recommend to Council any leases pertaining to public facilities, including airports.

*Per Wisconsin State Statute § 62.23(5):*

*(5) Matters referred to city plan commission. The council, or other public body or officer of the city having final authority thereon, shall refer to the city plan commission, for its consideration and report before final action is taken by the council, public body or officer, the following matters: The location and architectural design of any public building; the location of any statue or other memorial; **the location, acceptance, extension, alteration, vacation, abandonment, change of use, sale, acquisition of land for or lease of land for any street, alley or other public way, park, playground, airport, area for parking vehicles, or other memorial or public grounds**; the location, extension, abandonment or authorization for any public utility whether publicly or privately owned; all plats of lands in the city or within the territory over which the city is given platting jurisdiction by ch. 236; the location, character and extent or acquisition, leasing or sale of lands for public or semipublic housing, slum clearance, relief of congestion, or vacation camps for children; and the amendment or repeal of any ordinance adopted pursuant to this section. Unless such report is made within 30 days, or such longer period as may be stipulated by the common council, the council or other public body or officer, may take final action without it.*

PLAN COMMISSION OPTIONS:

The following are possible options for the Plan Commission:

1. Deny the recommendation of the lease.
2. Approve the recommendation of the lease.
3. Postpone review and recommendation to a later date.

106 Jones Street • P.O. Box 477 • Watertown, WI 53094-0477 • Phone 920.262.4060

*Opportunity Runs Through It*

ATTACHMENTS:

*Section 3, Item B.*

- Application materials

## AIRPORT HANGAR LEASE

This Agreement, made and entered into as of October 01st, 2023 by and between the City of Watertown, Wisconsin, a Wisconsin Municipal Corporation, hereinafter called the, "Lessor," and Paul Gardetto, whose hangar address is 1753-A River Dr., Watertown, WI, 53094, hereinafter called the "Lessee(s)."

**WHEREAS**, the Lessor owns and operates an airport known as the Watertown Municipal Airport (hereinafter the "Airport") and Lessee is desirous of leasing from the Lessor a certain parcel of land, as improved, at the Airport, hereinafter more fully described, for the purpose of aircraft and aviation related equipment storage; and,

**WHEREAS**, the Lessee will use the below described property for the purpose of storing aircraft and aviation related equipment and shall conduct only such aircraft maintenance, storage and similar activities as related to its own aircraft and as performed by the Lessee or by regular, lawfully, pay-rolled employees of the Lessee, or bona fide contractors retained or hired by Lessee;

**NOW, THEREFORE**, for and in consideration of the rental charges, covenants and agreements herein contained, the sufficiency of foresaid consideration being deemed acceptable by the parties hereto, the Lessee does hereby lease from the Lessor the following premises, rights, and easements on and to the Airport upon the following terms and conditions.

1. **Property Description:** Hangar No. D21, consisting of land area of 42 feet by 34 feet totaling 1,428 square feet located at the Airport, hereinafter called the "premises."
2. **Hangar Construction:** The Lessee shall have the right to erect, maintain and alter buildings or structures upon the premises provided such buildings or structures conform to the building code requirements of the Wisconsin Department of Commerce and pertinent provisions of any local ordinance then-in effect. All plans for such buildings or structures shall be reviewed and approved in writing by the Lessor or Lessor's agent or representative, prior to construction or modification.
3. **Term:** The term of this lease shall commence on 01/01/22 and continue for twenty (20) years from said date. This agreement shall be reevaluated by the Lessor within said term no sooner, nor later, than, five (5) years following the commencement date and every five (5) years thereafter on the same day/month and rents shall be adjusted accordingly.
4. **Rent:** The Lessee agrees to pay to the Lessor for the use of the premises; rights and easements herein described a yearly rental of \$.11 cents (\$0.11) per square foot for the land leased, for the total annual charge payable on or before January 31<sup>st</sup> of each year during the term of this Lease. Failure on the part of the Lessee to pay the rent hereunder within thirty (30) days after the same shall become due, shall authorize the Lessor to provide written notice thereof issued to Lessee's last known or reasonably ascertainable post office address consistent with the terms of Paragraph 16 hereof. It is understood and agreed that the rental rate specified shall be subject to readjustment at the end of each five (5) years of this Lease, provided that any readjustment of rates shall be reasonable and applicable to all Ground Leases in good and active, binding standing with the Airport. Lessee shall have the right to terminate Lease upon written notice issued hereunder within fifteen (15) days of the effective date of any readjustment of rates under this Paragraph.
5. **Non-Exclusive Use:** The Lessee shall have the right to the non-exclusive use, in common with others, of the airport parking areas, appurtenances and improvements; the right to install, operate, maintain and store, subject to the approval of the Lessor in the interest of safety and convenience of all concerned, all equipment necessary for the safe hangaring of the Lessee's aircraft; the right of ingress to and egress from the premises, which shall also extend to Lessee's employees, guests and patrons;

the right, in common with others authorized to do so, to use common areas of the airport, including runways, taxiways, aprons, roadways, and other conveniences for the take-off, flying and landing of aircraft.

6. **Storage and Use:** Lessee shall have the right to store aircraft on the premises; however, Lessee shall not engage in any other business or operations without the express written consent of the Lessor. Lessee understands that a violation of this paragraph is a material default and breach of this Lease which gives the Landlord the rights set forth in Paragraph 16. Both light and heavy maintenance of Lessee's aircraft or related equipment, including operation of a workshop for same, and any other uses incidental or related to such aircraft, may be performed on the premises, but not on a for-hire or any similar basis. Lessee agrees that Lessee shall use the premises for no other purposes without first obtaining the express written approval of the Lessor.
7. **Fuel Storage and Hazardous Materials:** Lessee shall not store or maintain on the leased premises any fuels, or other hazardous materials, and agrees not to dispose of same on the airport premises. Lessee is permitted, however, to store lube oil, cleaning solvents, and paints in approved, closed containers. The Lessor may, in its sole discretion, prohibit or impose restrictions on the storage of said material if, in the Lessor's exclusive opinion, the storage is deemed a safety hazard. Disposing of any petroleum or similar products on or about any portion near or about the premises shall be cause for immediate termination of the lease at Lessor's discretion with all rights accruing in favor of Lessor pursuant to Paragraph 16.
8. **Laws and Regulations:** The Lessee agrees to observe and obey during the term of this Lease all laws, ordinances, rules and regulations promulgated and enforced by the Lessor, and by other proper authority having jurisdiction over the conduct of operations at the Airport. Lessee shall not use the premises for any unlawful purpose in direct or apparent violation of any local, state, or federal statute or ordinance, or of any similar regulation, order, or directive of any governmental agency or interest.
9. **Quiet Enjoyment:** The Lessor covenants that upon paying the rent and performing the covenants and conditions herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the leased premises for the term of this Lease. Lessee agrees that temporary inconveniences such as noise, disturbances, traffic detours and the like, caused by or associated with the construction of premises or Airport improvements or similar related airport or aviation-related activities shall not constitute a breach of quiet enjoyment of the leased premises.
10. **Hold Harmless:** Lessee shall exonerate, save harmless, protect and indemnify the Lessor and its agents, employees, representatives and assigns from and against any and all losses, damages, claims, suits or actions, judgments and costs which may arise or grow out of any injury to or death of person or damage to property arising out of and attributable to the negligence or act, or omission of, or use by Lessee, his, her or its agents, servants, employees, trespassers or guests of the leased premises. Lessee also agrees that it will not hold the City of Watertown or any of its agents, employees, or officials responsible for any loss occasioned by fire, theft, rain, windstorm, hail or from any other act of God or similar cause, whether that cause be the direct, indirect, or merely a contributing factor in producing of the loss to any airplane, automobile, personal property, parts or surplus that may be located or stored in, near or about the hangars, offices, aprons, field, or any other location at the Airport. Lessee further agrees that aircraft and aircraft contents are to be stored at Lessee's risk. Further, Lessee agrees to indemnify Lessor, its agents, officers, representatives, and employees; against all liability of any nature arising directly or indirectly out of the activities of Lessee, his, her or



its agents, servants, employees, trespassers or guests under this lease or by reasons of any act or omission of those persons.

11. **Insurance:** The Lessee agrees that there shall be on deposit with the Lessor a certifiable policy of liability insurance bearing minimum policy limits and coverage types in full conformity with the attached, "Appendix 1." The policy shall be issued by a company licensed to do business in Wisconsin. The policy shall name the City of Watertown as an additional insured and provide for a minimum of ten (10) days prior written notice to the City of Watertown in the event of cancellation. The Lessee shall provide the City of Watertown with a Certificate of Insurance consistent with demonstrating the requirements herein stated. The cancellation or other termination of any insurance policy issued in compliance with this section shall automatically terminate the lease, unless another policy has been filed and approved pursuant to this section and shall be in effect at the time of such cancellation or termination.
12. **Maintenance of Buildings:** The Lessee will maintain the structures occupied by them and the surrounding land premises in good order and make such repairs as necessary. The Lessee shall control weeds and landscaping near, about or around the building to the extent the presence of such weeds and landscaping could not be reasonably construed to be determined deleterious to the value of the other improvements at the Airport or the common or exclusive real estate portions or elements of the Airport, itself. In the event of fire or any other casualty to structures owned by the Lessee, the Lessee shall either repair or replace the building or remove the damaged building and restore the leased area to its original condition; such action must be accomplished within one hundred, twenty (120) days of the date the damage. Upon petition by the Lessee, the Lessor may grant an extension of time if it appears such extension is warranted. Lessee further agrees not to deposit any trash, garbage, or similar refuse on any part of the premises. In the event Lessee fails to comply with this paragraph, the Lessor may notify the Lessee in writing that such maintenance, cleaning, repair or replacement shall be done, and in the event that Lessee fails to correct the condition within fifteen (15) days of the Lessor's written notice, the Lessor may enter the premises of the Lessee and provide the necessary custodial service and bill the Lessee for the expense thereof. Lessee agrees that any failure to comply with the foregoing shall, in the sole and exclusive discretion of the Lessor, be cause for immediate termination of the lease with all rights accruing in favor of the Lessor pursuant to Paragraph 16.
13. **Right to Inspect:** The Lessor reserves the right to request entrance and access to, in and about the premises, which request will not be unreasonably withheld, at any reasonable time for the purpose of making any inspection, maintenance, repair, showing or any other reasonably-related airport function it may deem expedient to the proper enforcement or execution of any of the covenants or conditions of this agreement. A current key will be issued to the Lessor for any purpose hereunder.
14. **Taxes:** The Lessee shall pay all taxes or assessments that may be levied against the personal property of the Lessee or the buildings which the Lessee may erect on lands exclusively to them. Any failure in the foregoing on the part of the Lessee shall be considered a material breach hereunder. Time shall be of the essence with respect to compliance with this section with the due date designated by taxing authorities being controlling to determining the Lessee's compliance.
15. **Signs:** No signs, postings or advertising matter may be erected, mounted or similarly located at, on or about the premises without the express, written consent of the Lessor. The Lessee shall display the address assigned to the hangar prominently and conspicuously upon the hangar exterior with lettering the minimum of 3 inches and a maximum of 5 inches.

**16. Default:** The Lessee shall be deemed in default upon:

- a) Failure to pay rent within thirty (30) days after due date;
- b) The filing of a petition under the Federal Bankruptcy Act or any amendment thereto including a petition for reorganization or an arrangement;
- c) The commencement of a proceeding for dissolution or for the appointment of a receiver;
- d) The making of an assignment for the benefit of creditors;
- e) Violation of any restrictions, conditions, provisions contained in this lease, or failure to keep any of its covenants after written notice to cease such violation and failure to correct such violation within thirty (30) days.

In the event of a default, except for the payment of rent, the Lessor shall give written notice of the nature of the default to the Lessee issued to Lessee's last known or reasonably ascertainable post office address. The Lessee shall have thirty (30) days from the date of said notice to cure any Default if so allowed under any applicable or controlling provision hereunder. Failure to timely pay rent shall constitute a Default without further required notice except as required under Wisconsin state statutes or governing Wisconsin Administrative Code. Default as defined under this paragraph, shall authorize the Lessor, at its sole and exclusive option, to declare this lease void, cancel the same, and re-enter and take possession of the premises. In any litigation to enforce the terms of this lease, the Lessor may recover all costs, damages and expenses suffered by Lessor by reason of Lessee's default, including attorney fees to the extent permitted by law. As an alternative, Lessor may elect to cure any default and add the cost attributable to such cure to Lessee's rent and recover the same upon the successive collection of rent, and, in case of failure to so recover such amounts, said amounts shall be additional damages recoverable by the Lessor in suit to enforce or make any form of recovery under this lease.

- 17. Title:** Title to the building or associated improvements erected, modified or maintained by the Lessee shall remain with the Lessee and shall be transferable pending written approval by the Lessor. Upon termination of this lease, the Lessee may, at the sole and exclusive option of the Lessor, remove the buildings, equipment, and property, and restore the leased property to its original, pre-lease condition.
- 18. Return of Possession:** At the termination of this Lease, Lessee shall surrender peaceable possession of the property to Lessor in as good of condition as when Lessee entered into this agreement, reasonable wear and tear being excepted.
- 19. Option to Renew:** Lessor does hereby grant unto Lessee the right and option to renew and extend the term of this lease for two (2) additional period(s) of ten (10) years each. Such renewal and extension shall be on like covenants, agreements, terms, provisions, and conditions as are contained herein, except that the Rent shall be adjusted as set forth in Paragraph 4 of this lease. Lessee shall provide written notice to Lessor of Lessee's exercise of this option to renew not later than one hundred twenty (120) days prior to the expiration of any term under this lease.
- 20. Snow Removal:** The Lessor agrees to provide snow removal services to the Lessee's leased premises as reasonably possible in, near and about the premises-hangar area, except within five (5) feet of hangar door(s) or exterior walls or impediments as reasonably possible. Snow removal shall be accomplished only after all runways, apron, and primary taxiways have been first cleared.
- 21. Risk of Operation:** Lessee shall take possession of the premises subject to the known and unknown but reasonably inferable hazards of operating, maintaining, and storing an aircraft and shall assume

all risks of accidents to agents, employees, guests, trespassers and self in the pursuit of said uses detailed first written and detailed above. Further, Lessee agrees that Lessor shall in no way be liable for any damage or loss due to any reason other than those set forth in this lease or by virtue of a reckless or negligent act by the Lessor.

22. **Lease Transfer:** The Lessee may not, at any time during the time of this lease, assign or transfer this agreement or any interest contained therein, without the express, written consent of the Lessor.
23. **City of Watertown Not Responsible for Acts or Omissions of Third Parties:** The City of Watertown shall not be responsible or liable to Lessee or any Lessee agents, employees, guests or trespassers for any loss or damage that may be occasioned by or through either the acts or omissions of persons occupying any part of the hangar(s) adjacent to the premises, or tenants in any other part of the hangar or improvements on, near or about the premises under any subleases or similar arrangements then-in effect. Nothing shall preclude Lessee from bringing any action necessary to obtain damages from third parties on the premises if damages are incurred by the Lessee as a result of the actions of such third parties.
24. **Airport Development:** The Lessor reserves the right, in its sole and exclusive discretion, to further develop or improve the Airport as it sees fit without interference or hindrance. If the development or improvement of the Airport requires the relocation of the Lessee, the Lessor agrees to provide a compatible and comparable location and agrees to relocate all buildings or provide similar facilities for the Lessee at no cost to the Lessee.
25. **Cumulative Right:** The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law or specifically identified as such hereunder.
26. **Subordination Clause:** This Lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States and/or the State of Wisconsin relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the Airport. Furthermore, this Lease may be amended to include provisions required by those agreements with the United States or the State of Wisconsin.
27. **No Agency or Partnership:** Nothing in this Lease shall be construed to create any type of partnership, agency or any other type of relationship between the parties other than a "landlord/tenant" relationship.
28. **Entire Agreement/Amendment:** This Lease contains the entire agreement of the parties and there are no other promises, obligations, covenants or conditions in or a part of any other agreement whether oral or written. This Lease may be modified or amended in writing if said writing is signed by each party bound hereunder.
29. **Severability:** If any portion of this Lease shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and remain in full force and effect. If a court of competent personal and subject matter jurisdiction finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provisions it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforceable as so limited and done so in the manner most harmonizing to the balance of the agreement.
30. **Arbitration:** Any controversy or claim arising out of or relating to this Lease or any alleged breach thereof, which cannot be settled between the parties, may be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the dispute rendered by the arbitrator(s) shall be final and binding on the parties.



31. **Representations:** Each party hereto represents that it has validly entered into this Agreement and has the legal authority to do so in binding fashion.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day of \_\_\_\_\_, 20\_\_\_\_ in the City of Watertown, Jefferson County, Wisconsin.

LESSOR: CITY OF WATERTOWN


LESSEE:

By: \_\_\_\_\_  
Mayor

Paul Gardetto

Attest: \_\_\_\_\_  
City Clerk

N76W36221 Saddlebrook Lane,  
Oconomowoc, WI 53066  
Lessee address for communications  
pursuant to Agreement:

  
\_\_\_\_\_

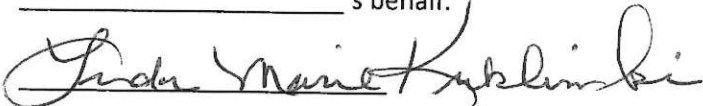
STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF JEFFERSON )

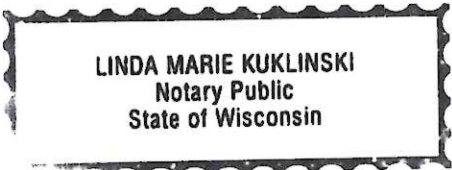
Personally appeared before me this \_\_\_\_ day of \_\_\_\_\_ 2023, Emily McFarland and Mark Stevens who acknowledged that they were Mayor and City Clerk, respectively of the City of Watertown and that they, as such Mayor and City Clerk, being authorized to do so, executed the foregoing instrument consisting of \_\_\_\_ typewritten pages on the City's behalf.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires \_\_\_\_\_, 20\_\_\_\_

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF JEFFERSON )

Personally appeared before me this 27 day of September, 2023, Paul Gardetto who acknowledged that they are said Person of \_\_\_\_\_ and that they, as such \_\_\_\_\_ being authorized to do so, executed the foregoing instrument on \_\_\_\_\_'s behalf.

  
Notary Public, State of Wisconsin  
My commission expires 9/20, 2026



## AIRPORT HANGAR LEASE

This Agreement, made and entered into as of January 01st, 2022 by and between the City of Watertown, Wisconsin, a Wisconsin Municipal Corporation, hereinafter called the, "Lessor," and Jennifer Stark, whose hangar address is 1753-A River Dr., Watertown, WI, 53094, hereinafter called the "Lessee(s)."

**WHEREAS**, the Lessor owns and operates an airport known as the Watertown Municipal Airport (hereinafter the "Airport") and Lessee is desirous of leasing from the Lessor a certain parcel of land, as improved, at the Airport, hereinafter more fully described, for the purpose of aircraft and aviation related equipment storage; and,

**WHEREAS**, the Lessee will use the below described property for the purpose of storing aircraft and aviation related equipment and shall conduct only such aircraft maintenance, storage and similar activities as related to its own aircraft and as performed by the Lessee or by regular, lawfully, pay-rolled employees of the Lessee, or bona fide contractors retained or hired by Lessee;

**NOW, THEREFORE**, for and in consideration of the rental charges, covenants and agreements herein contained, the sufficiency of foresaid consideration being deemed acceptable by the parties hereto, the Lessee does hereby lease from the Lessor the following premises, rights, and easements on and to the Airport upon the following terms and conditions.

1. **Property Description:** Hangar No. D21, consisting of land area of 42 feet by 34 feet totaling 1,428 square feet located at the Airport, hereinafter called the "premises."
2. **Hangar Construction:** The Lessee shall have the right to erect, maintain and alter buildings or structures upon the premises provided such buildings or structures conform to the building code requirements of the Wisconsin Department of Commerce and pertinent provisions of any local ordinance then-in effect. All plans for such buildings or structures shall be reviewed and approved in writing by the Lessor or Lessor's agent or representative, prior to construction or modification.
3. **Term:** The term of this lease shall commence on 01/01/22 and continue for twenty (20) years from said date. This agreement shall be reevaluated by the Lessor within said term no sooner, nor later, than, five (5) years following the commencement date and every five (5) years thereafter on the same day/month and rents shall be adjusted accordingly.
4. **Rent:** The Lessee agrees to pay to the Lessor for the use of the premises; rights and easements herein described a yearly rental of \$.11 cents (\$0.11) per square foot for the land leased, for the total annual charge payable on or before January 31<sup>st</sup> of each year during the term of this Lease. Failure on the part of the Lessee to pay the rent hereunder within thirty (30) days after the same shall become due, shall authorize the Lessor to provide written notice thereof issued to Lessee's last known or reasonably ascertainable post office address consistent with the terms of Paragraph 16 hereof. It is understood and agreed that the rental rate specified shall be subject to readjustment at the end of each five (5) years of this Lease, provided that any readjustment of rates shall be reasonable and applicable to all Ground Leases in good and active, binding standing with the Airport. Lessee shall have the right to terminate Lease upon written notice issued hereunder within fifteen (15) days of the effective date of any readjustment of rates under this Paragraph.
5. **Non-Exclusive Use:** The Lessee shall have the right to the non-exclusive use, in common with others, of the airport parking areas, appurtenances and improvements; the right to install, operate, maintain and store, subject to the approval of the Lessor in the interest of safety and convenience of all concerned, all equipment necessary for the safe hangaring of the Lessee's aircraft; the right of ingress to and egress from the premises, which shall also extend to Lessee's employees, guests and patrons;

- the right, in common with others authorized to do so, to use common areas of the airport, including runways, taxiways, aprons, roadways, and other conveniences for the take-off, flying and landing of aircraft.
6. **Storage and Use:** Lessee shall have the right to store aircraft on the premises; however, Lessee shall not engage in any other business or operations without the express written consent of the Lessor. Lessee understands that a violation of this paragraph is a material default and breach of this Lease which gives the Landlord the rights set forth in Paragraph 16. Both light and heavy maintenance of Lessee's aircraft or related equipment, including operation of a workshop for same, and any other uses incidental or related to such aircraft, may be performed on the premises, but not on a for-hire or any similar basis. Lessee agrees that Lessee shall use the premises for no other purposes without first obtaining the express written approval of the Lessor.
  7. **Fuel Storage and Hazardous Materials:** Lessee shall not store or maintain on the leased premises any fuels, or other hazardous materials, and agrees not to dispose of same on the airport premises. Lessee is permitted, however, to store lube oil, cleaning solvents, and paints in approved, closed containers. The Lessor may, in its sole discretion, prohibit or impose restrictions on the storage of said material if, in the Lessor's exclusive opinion, the storage is deemed a safety hazard. Disposing of any petroleum or similar products on or about any portion near or about the premises shall be cause for immediate termination of the lease at Lessor's discretion with all rights accruing in favor of Lessor pursuant to Paragraph 16.
  8. **Laws and Regulations:** The Lessee agrees to observe and obey during the term of this Lease all laws, ordinances, rules and regulations promulgated and enforced by the Lessor, and by other proper authority having jurisdiction over the conduct of operations at the Airport. Lessee shall not use the premises for any unlawful purpose in direct or apparent violation of any local, state, or federal statute or ordinance, or of any similar regulation, order, or directive of any governmental agency or interest.
  9. **Quiet Enjoyment:** The Lessor covenants that upon paying the rent and performing the covenants and conditions herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the leased premises for the term of this Lease. Lessee agrees that temporary inconveniences such as noise, disturbances, traffic detours and the like, caused by or associated with the construction of premises or Airport improvements or similar related airport or aviation-related activities shall not constitute a breach of quiet enjoyment of the leased premises.
  10. **Hold Harmless:** Lessee shall exonerate, save harmless, protect and indemnify the Lessor and its agents, employees, representatives and assigns from and against any and all losses, damages, claims, suits or actions, judgments and costs which may arise or grow out of any injury to or death of person or damage to property arising out of and attributable to the negligence or act, or omission of, or use by Lessee, his, her or its agents, servants, employees, trespassers or guests of the leased premises. Lessee also agrees that it will not hold the City of Watertown or any of its agents, employees, or officials responsible for any loss occasioned by fire, theft, rain, windstorm, hail or from any other act of God or similar cause, whether that cause be the direct, indirect, or merely a contributing factor in producing of the loss to any airplane, automobile, personal property, parts or surplus that may be located or stored in, near or about the hangars, offices, aprons, field, or any other location at the Airport. Lessee further agrees that aircraft and aircraft contents are to be stored at Lessee's risk. Further, Lessee agrees to indemnify Lessor, its agents, officers, representatives, and employees, against all liability of any nature arising directly or indirectly out of the activities of Lessee, his, her or

its agents, servants, employees, trespassers or guests under this lease or by reasons of any act or omission of those persons.

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**16. Default:** The Lessee shall be deemed in default upon:

- a) Failure to pay rent within thirty (30) days after due date;
- b) The filing of a petition under the Federal Bankruptcy Act or any amendment thereto including a petition for reorganization or an arrangement;
- c) The commencement of a proceeding for dissolution or for the appointment of a receiver;
- d) The making of an assignment for the benefit of creditors;
- e) Violation of any restrictions, conditions, provisions contained in this lease, or failure to keep any of its covenants after written notice to cease such violation and failure to correct such violation within thirty (30) days.

In the event of a default, except for the payment of rent, the Lessor shall give written notice of the nature of the default to the Lessee issued to Lessee's last known or reasonably ascertainable post office address. The Lessee shall have thirty (30) days from the date of said notice to cure any Default if so allowed under any applicable or controlling provision hereunder. Failure to timely pay rent shall constitute a Default without further required notice except as required under Wisconsin state statutes or governing Wisconsin Administrative Code. Default as defined under this paragraph, shall authorize the Lessor, at its sole and exclusive option; to declare this lease void, cancel the same, and re-enter and take possession of the premises. In any litigation to enforce the terms of this lease, the Lessor may recover all costs, damages and expenses suffered by Lessor by reason of Lessee's default, including attorney fees to the extent permitted by law. As an alternative, Lessor may elect to cure any default and add the cost attributable to such cure to Lessee's rent and recover the same upon the successive collection of rent, and, in case of failure to so recover such amounts, said amounts shall be additional damages recoverable by the Lessor in suit to enforce or make any form of recovery under this lease.

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- 19. Option to Renew:** Lessor does hereby grant unto Lessee the right and option to renew and extend the term of this lease for two (2) additional period(s) of ten (10) years each. Such renewal and extension shall be on like covenants, agreements, terms, provisions, and conditions as are contained herein, except that the Rent shall be adjusted as set forth in Paragraph 4 of this lease. Lessee shall provide written notice to Lessor of Lessee's exercise of this option to renew not later than one hundred twenty (120) days prior to the expiration of any term under this lease.
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- all risks of accidents to agents, employees, guests, trespassers and self in the pursuit of said uses detailed first written and detailed above. Further, Lessee agrees that Lessor shall in no way be liable for any damage or loss due to any reason other than those set forth in this lease or by virtue of a reckless or negligent act by the Lessor.
22. **Lease Transfer:** The Lessee may not, at any time during the time of this lease, assign or transfer this agreement or any interest contained therein, without the express, written consent of the Lessor.
  23. **City of Watertown Not Responsible for Acts or Omissions of Third Parties:** The City of Watertown shall not be responsible or liable to Lessee or any Lessee agents, employees, guests or trespassers for any loss or damage that may be occasioned by or through either the acts or omissions of persons occupying any part of the hangar(s) adjacent to the premises, or tenants in any other part of the hangar or improvements on, near or about the premises under any subleases or similar arrangements then-in effect. Nothing shall preclude Lessee from bringing any action necessary to obtain damages from third parties on the premises if damages are incurred by the Lessee as a result of the actions of such third parties.
  24. **Airport Development:** The Lessor reserves the right, in its sole and exclusive discretion, to further develop or improve the Airport as it sees fit without interference or hindrance. If the development or improvement of the Airport requires the relocation of the Lessee, the Lessor agrees to provide a compatible and comparable location and agrees to relocate all buildings or provide similar facilities for the Lessee at no cost to the Lessee.
  25. **Cumulative Right:** The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law or specifically identified as such hereunder.
  26. **Subordination Clause:** This Lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States and/or the State of Wisconsin relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the Airport. Furthermore, this Lease may be amended to include provisions required by those agreements with the United States or the State of Wisconsin.
  27. **No Agency or Partnership:** Nothing in this Lease shall be construed to create any type of partnership, agency or any other type of relationship between the parties other than a "landlord/tenant" relationship.
  28. **Entire Agreement/Amendment:** This Lease contains the entire agreement of the parties and there are no other promises, obligations, covenants or conditions in or a part of any other agreement whether oral or written. This Lease may be modified or amended in writing if said writing is signed by each party bound hereunder.
  29. **Severability:** If any portion of this Lease shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and remain in full force and effect. If a court of competent personal and subject matter jurisdiction finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provisions it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforceable as so limited and done so in the manner most harmonizing to the balance of the agreement.
  30. **Arbitration:** Any controversy or claim arising out of or relating to this Lease or any alleged breach thereof, which cannot be settled between the parties, may be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the dispute rendered by the arbitrator(s) shall be final and binding on the parties.

31. Representations: Each party hereto represents that it has validly entered into this Agreement and has the legal authority to do so in binding fashion.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day of JAN. 1<sup>ST</sup>, 2022 in the City of Watertown, Jefferson County, Wisconsin.

LESSOR: CITY OF WATERTOWN

LESSEE:

By: [Signature]  
Mayor

Jennifer Stark

Attest: [Signature]  
City Clerk

[Signature]  
203 Valley View Dr., Edwardsville, IL 62025 JS

Lessee address for communications  
pursuant to Agreement:

203 Valley View Dr Edwardsville, IL  
62025

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF JEFFERSON )

Personally appeared before me this 1<sup>ST</sup> day of JANUARY, 2022 Emily McFarland and Megan Dunneisen who acknowledged that they were Mayor and City Clerk, respectively of the City of Watertown and that they, as such Mayor and City Clerk, being authorized to do so, executed the foregoing instrument consisting of 6 typewritten pages on the City's behalf.

Notary Public, State of Wisconsin  
My commission expires \_\_\_\_\_, 20\_\_

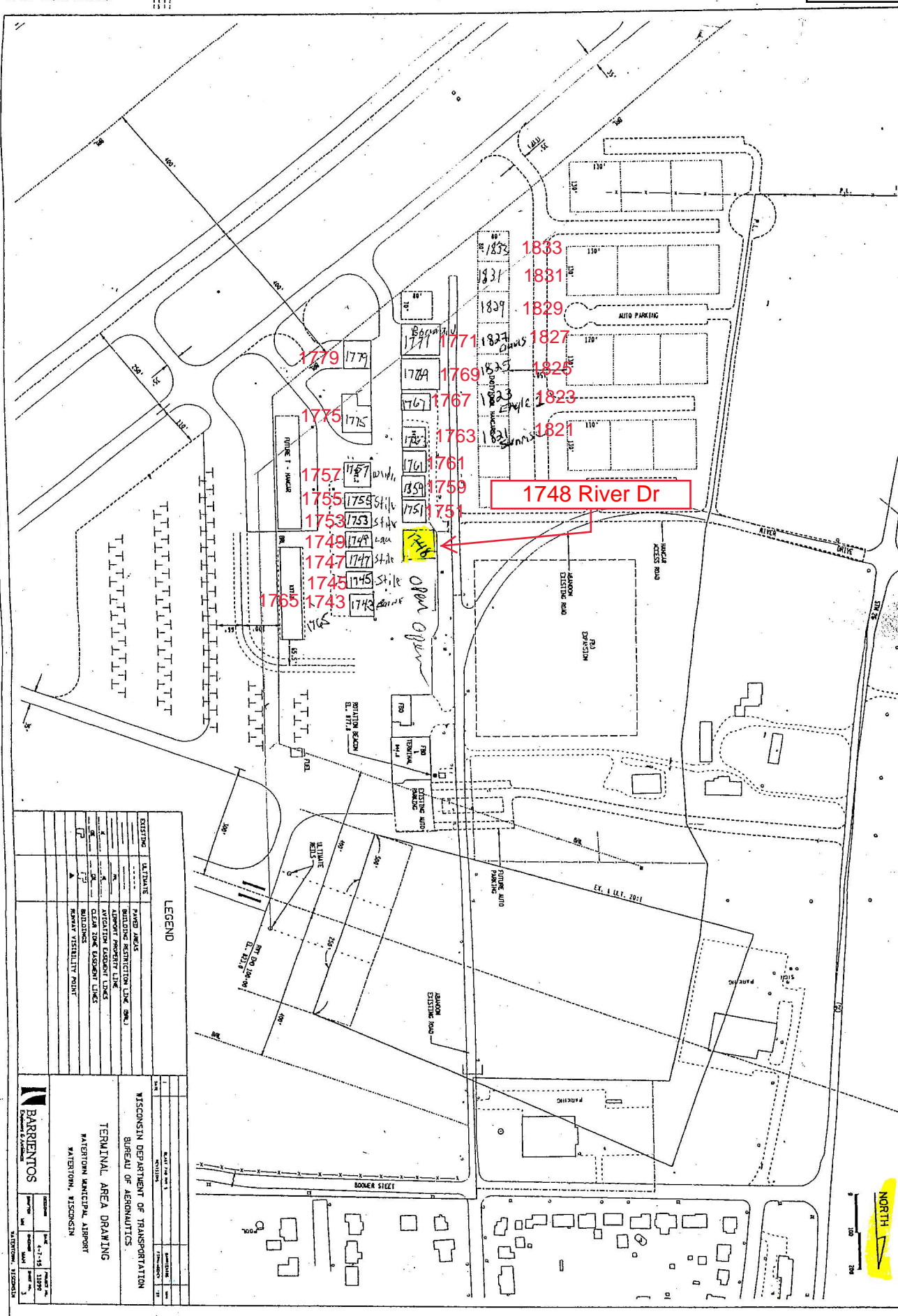
STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF JEFFERSON )

Personally appeared before me this 1<sup>ST</sup> day of JANUARY, 2022, JENNIFER STARK, who acknowledged that they are said OWNER of AIRCRAFT HANGAR and that they, as such OWNER being authorized to do so, executed the foregoing instrument on HER OWN behalf.

[Signature]  
Notary Public, State of Wisconsin  
My commission expires 8/21, 2022

CINDY L. WEGNER  
Notary Public  
State of Wisconsin









**To:** Public Works Commission, Plan Commission  
**CC:** Mayor McFarland  
**From:** Mason Becker, Strategic Initiatives and Development Coordinator  
**Date:** November 20, 2023  
**Re:** Downtown River Corridor Opportunity Analysis

Commission members,

In keeping with its key priorities of facilitating quality downtown development and working to attract projects to the downtown area, the Board of the Redevelopment Authority of the City of Watertown (RDA) has unanimously decided to take up planning and redevelopment of the Downtown River Corridor as its next major project, following the successful completion of the Bentzin Family Town Square earlier this year.

I am providing this memo to make you aware of this plan, and to seek your input into the Request for Proposal (RFP). The RDA will be paying for an initial “Downtown River Corridor: Opportunity Analysis and Strategic Development Plan” after soliciting proposals from third-party firms. Please find attached a similar plan the City of Hartford had done in 2016, which includes planning and design elements, including visual renderings, like those we are looking for.

As you may recall, the City of Watertown has conducted past analysis and design work for its downtown riverfront, including work done by Ayres to design plans for a downtown riverwalk in 2016 (see included draft). Previous to this, the City also had Vandewalle & Associates conduct an analysis of the downtown riverfront area in 2003, and Redevelopment Resources also created a “Watertown Riverfront/Downtown Redevelopment Initiative” proposal in 2014.

Items from the 2014 initiative that were completed or are ongoing include the creation of the Town Square, the creation of a commercial Revolving Loan Fund, the general elimination of blight, increased downtown programming, a parking study, streetscape improvements, working with Watertown Main Street and the Chamber to reduce vacancies, elimination of the CDA and creation of the RDA, and the upcoming traffic study, as well as upcoming reconstruction of the Main Street (Cole) Bridge. The 2014 plan also calls for further development of the riverwalk. The RDA seeks to take this planning up as part of its strategic redevelopment goals, which will enhance the local economy and quality of life for Watertown’s residents, businesses, and visitors.

As the above-mentioned studies were done quite a few years ago, a new, updated plan is needed to tie together various areas of need in the Downtown River Corridor. This will also be a natural extension of the Landscape Architect work recently completed by Vandewalle & Associates for the upcoming 2028 Main Street Reconstruction Project.

The project’s overall goal will be to enhance the aesthetic, economic, and recreational potential of the Downtown River Corridor area along the Rock River and build upon other recently completed downtown projects. The study area is roughly defined as encompassing the riverbank on both sides of the downtown area between the

Milwaukee Street Bridge and the Cady Street Bridge, and extending up to Fannie P. Lewis Park, as well as the approximate two-block area extending east and west from either side of the Rock River.

Section 3, Item C.

The selected firm will be responsible for performing a comprehensive analysis of the area, updating design work for a downtown riverwalk, proposing enhancements to amenities, evaluating the current seawall, docks, and waterfront facilities, facilitating public engagement sessions, identifying specific redevelopment sites and proposing suggested uses, and creating a final “Downtown River Corridor: Opportunity Analysis and Strategic Development Plan” document that will be made available to developers, businesses, and members of the public.

The proposals should provide a detailed methodology outlining how the firm plans to approach the project, including a timeline for each phase. The selected firm will be given a timeline for the study and fieldwork, with anticipated completion before the end of 2024.

The RDA would welcome any additional feedback on what items the Plan Commission and Public Works Commission feel should be included in this RFP.

Sincerely,



Mason T. Becker  
Strategic Initiatives and Development Coordinator

# **Request for Proposals: Downtown River Corridor Opportunity Analysis and Strategic Development Plan - Watertown Redevelopment Authority (RDA)**

**REVISED 11-15-23**

**Cover Page:**

## **CONTACT:**

Mason Becker, RDA Executive Director  
106 Jones Street  
Watertown, WI 53094  
ISSUED: January 8th, 2024  
DUE: February 16, 2024 - 4:00 p.m.

## **Scope of Work**

### **- Timeline & Point of Contact (TENTATIVE)**

- **Request for Proposal (RFP) posted and available: January 8, 2024**
- **Proposals Due: February 16, 2024**
- **Award Notice: March 4, 2024**
- **Project Kick-off: March 18, 2024**
- **Project completion date: September 6, 2024**
- **Point of Contact: Mason Becker, [mbecker@watertownwi.gov](mailto:mbecker@watertownwi.gov), 920.206.4266**

**Commented [MB1]:** Please note this timeline is completely tentative right now.

## **I. Introduction**

The Redevelopment Authority (RDA) of the City of Watertown invites experienced and qualified economic development and design firms to submit proposals for the Downtown River Corridor Opportunity Analysis and Strategic Development Plan.

This project aims to revitalize Watertown's Downtown River Corridor area along the Rock River, by conducting a comprehensive analysis and creating a strategic development plan that will enhance the river corridor's aesthetic, economic, and recreational potential. This work should build upon other recently completed downtown projects, such as the Bentzin Family Town Square, the renovated and expanded Watertown Public Library, and the upcoming WisDOT reconstruction of the Main Street (Cole) Bridge, anticipated for either 2024 or 2025. Concepts should also have a long-term and forward-thinking outlook, including toward the 2028 complete reconstruction of Main Street. Proposals should also look to maintain the nature and character of Watertown's Historic Downtown area.

- **About Watertown:** The City of Watertown, Wisconsin, pop. 24,000, is located in beautiful southeastern Wisconsin, midway between Milwaukee and Madison. We are a friendly, hard-working city surrounded by lush forests and beautiful farmland. Distinct and self-sufficient, Watertown is big enough to have all the amenities you'll need, but small enough to access them

in 10 minutes or less. Watertown is truly a wonderful place to live, work, dine, shop, play and do business! It's a genuine American hometown.

## II. Project Overview

The selected firm will be responsible for the following key components:

1. Opportunity Analysis: Perform a comprehensive analysis of the Downtown River Corridor area (defined as encompassing the riverbank on both sides of the downtown area between the Milwaukee Street Bridge and the Cady Street Bridge), as well as an approximate two-block area extending east and west from either side of the Rock River. Analysis should identify potential redevelopment sites, evaluate current infrastructure, and assess economic opportunities. (see adjacent map showing approximate coverage area)
2. Riverwalk Layout Design: Incorporate engineering design work for a Riverwalk conducted by Ayres in 2016 as a basis. Include visual renderings and suggested amenities along the Riverwalk. Riverbank stabilization and stormwater/green infrastructure concepts should be incorporated into this, along with items 3 and 4.
3. Amenities Enhancement: Propose enhancements to amenities such as green spaces, seating areas, lighting, and public art installations to create an inviting and vibrant riverfront experience.
4. Docks and Waterfront Facilities: Evaluate the current seawall, dock opportunities, suggest improvements, and propose the construction of new facilities to accommodate recreational activities, events, and potential commercial use.
5. Public Engagement: Facilitate at least one, but no more than two, public engagement sessions to gather input from the community and stakeholders, ensuring that the plan aligns with the aspirations of the residents and businesses.
6. Redevelopment Sites and Suggested Uses: Work with the RDA and City staff to identify specific redevelopment sites along the Downtown River Corridor and provide recommendations for potential uses, including commercial, residential, recreational, or mixed-use. Such uses could include multifamily residential developments, hotels, food & drink establishments, retail shopping, etc.
7. Create a final, finished "Downtown River Corridor: Opportunity Analysis and Strategic Development Plan" document, incorporating all the above, which will be available as both a printable and publicly available web document. This final product will be used to show future planning for the Downtown River Corridor and made available to interested businesses, developers, and other stakeholders, as well as the public.

## III. Proposal Requirements

The proposal should include the following elements:

1. Project Approach: Provide a detailed methodology outlining how the firm plans to approach the project, including a timeline for each phase. A list of specific deliverables should also be provided.
2. Team Qualifications: Share the qualifications and experience of the proposed project team, including one-page resumes of key personnel involved in the project.

3. Past Projects: Provide a portfolio of similar projects conducted by the firm, emphasizing their impact and outcomes.
4. Cost Proposal: Present a clear and itemized cost proposal for the entire project, including any potential additional costs, reimbursables, and expenses. Hourly rates for staff expected to work on the project should also be included, if applicable.
5. References: Include references and contact information from previous clients who can speak to the firm's ability to deliver high-quality work.
6. Submitted proposals should be no more than 15 pages in length.

#### **IV. Proposal Submission**

Interested firms should submit their proposals in electronic format to [mbecker@watertownwi.gov](mailto:mbecker@watertownwi.gov) by the submission deadline. Additionally, five hardbound paper copies should be submitted to "Watertown RDA, 106 Jones St, Watertown, WI 53094." All proposals must be clearly labeled as "Downtown River Corridor Opportunity Analysis and Strategic Development Plan Proposal."

- The firm's proposal fee should be submitted in a separate sealed envelope labeled "Downtown River Corridor Opportunity Analysis Fee."

#### **V. Evaluation Criteria**

Proposals will be evaluated based on the following criteria:

1. Qualifications and experience of the firm and project team.
2. Demonstrated success in similar projects.
3. Methodology and approach.
4. Cost proposal.
5. References.

#### **VI. Questions and Clarifications**

Any questions or requests for clarification regarding this RFP should be submitted in writing to Mason Becker at [mbecker@watertownwi.gov](mailto:mbecker@watertownwi.gov) by February 5, 2024.

#### **VII. Conclusion**

The Watertown RDA looks forward to receiving proposals from experienced and innovative economic development and design firms interested in contributing to the revitalization of our Downtown River Corridor. We anticipate that the selected firm will play a pivotal role in enhancing the area's appeal, creating new economic opportunities, and improving the overall quality of life for our community.

Sincerely,



Mason T. Becker

RDA Executive Director

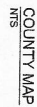
City of Watertown, WI

[mbecker@watertownwi.gov](mailto:mbecker@watertownwi.gov)

920-206-4266



## A map of the state of Missouri, divided into its 114 counties. Jefferson County, located in the western part of the state, is highlighted in black. A line points from the text 'JEFFERSON COUNTY' to the highlighted county.



ET NO.  
G-1

SHEET INDEX	
SHEET NO	SHEET TITLE
G-1	TITLE SHEET
G-2	LEGEND
G-3	GENERAL PROJECT AND EROSION CONTROL NOTES
G-4	PROJECT OVERVIEW
T-1	PROPOSED TYPICAL SECTIONS
T-2	RETAINING WALL TYPICAL SECTIONS
EC-1	EROSION CONTROL NOTES
EC-2	NE EROSION CONTROL PLAN
EC-3	SE EROSION CONTROL PLAN
EC-4	NW EROSION CONTROL PLAN
PP-1	NE PLAN AND PROFILE
PP-2	NE PLAN AND PROFILE
PP-3	SE PLAN AND PROFILE
PP-4	NW PLAN AND PROFILE
PP-5	NW PLAN AND PROFILE
XS-1	NE CROSS SECTIONS
XS-2	NE CROSS SECTIONS
XS-3	NE CROSS SECTIONS
XS-4	NE WALL CROSS SECTIONS
XS-5	SE CROSS SECTIONS
XS-6	SE CROSS SECTIONS
XS-7	SE CROSS SECTIONS
XS-8	NW CROSS SECTIONS
XS-9	NW CROSS SECTIONS
XS-10	NW CROSS SECTIONS
XS-11	NW CROSS SECTIONS



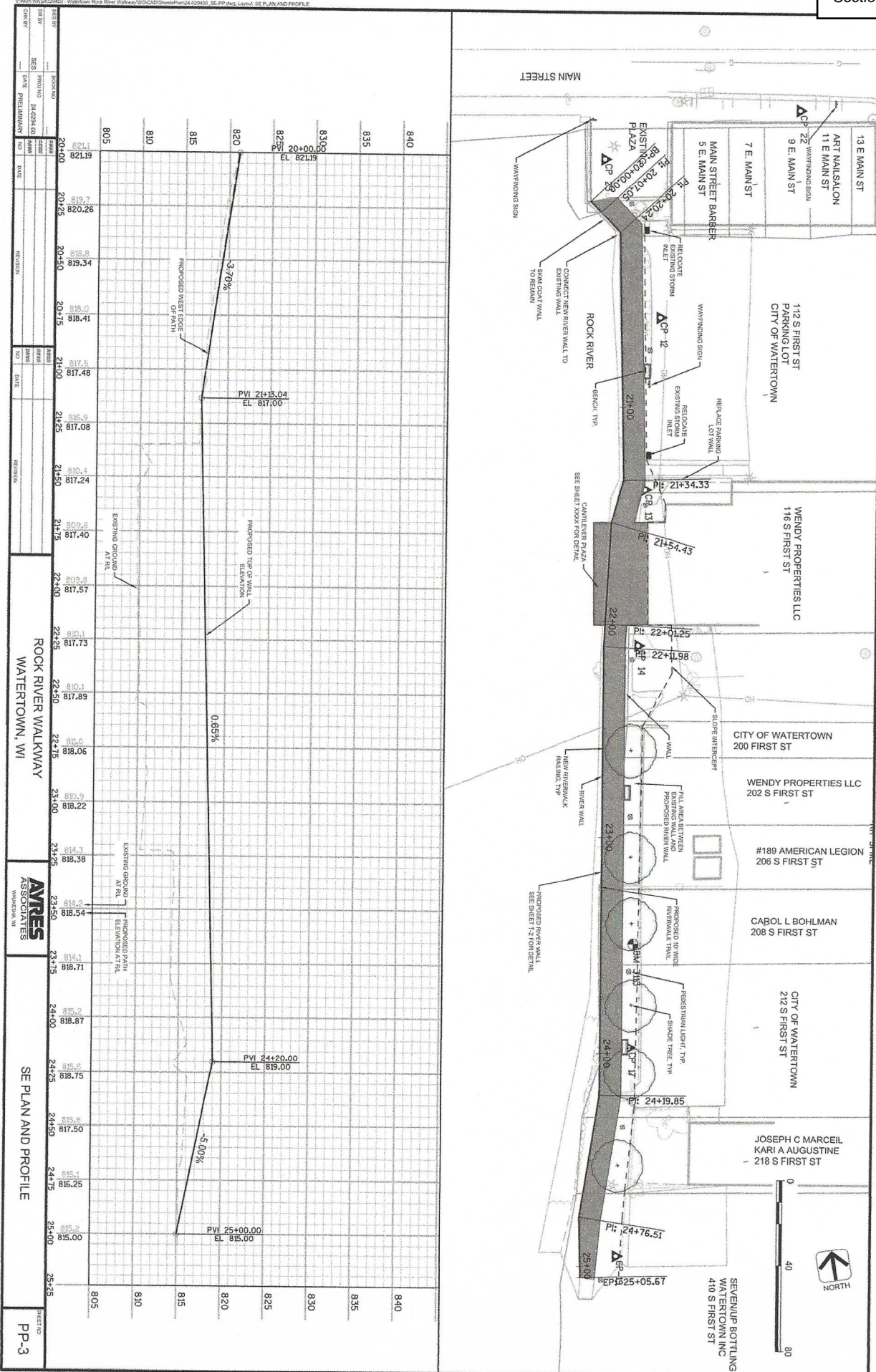






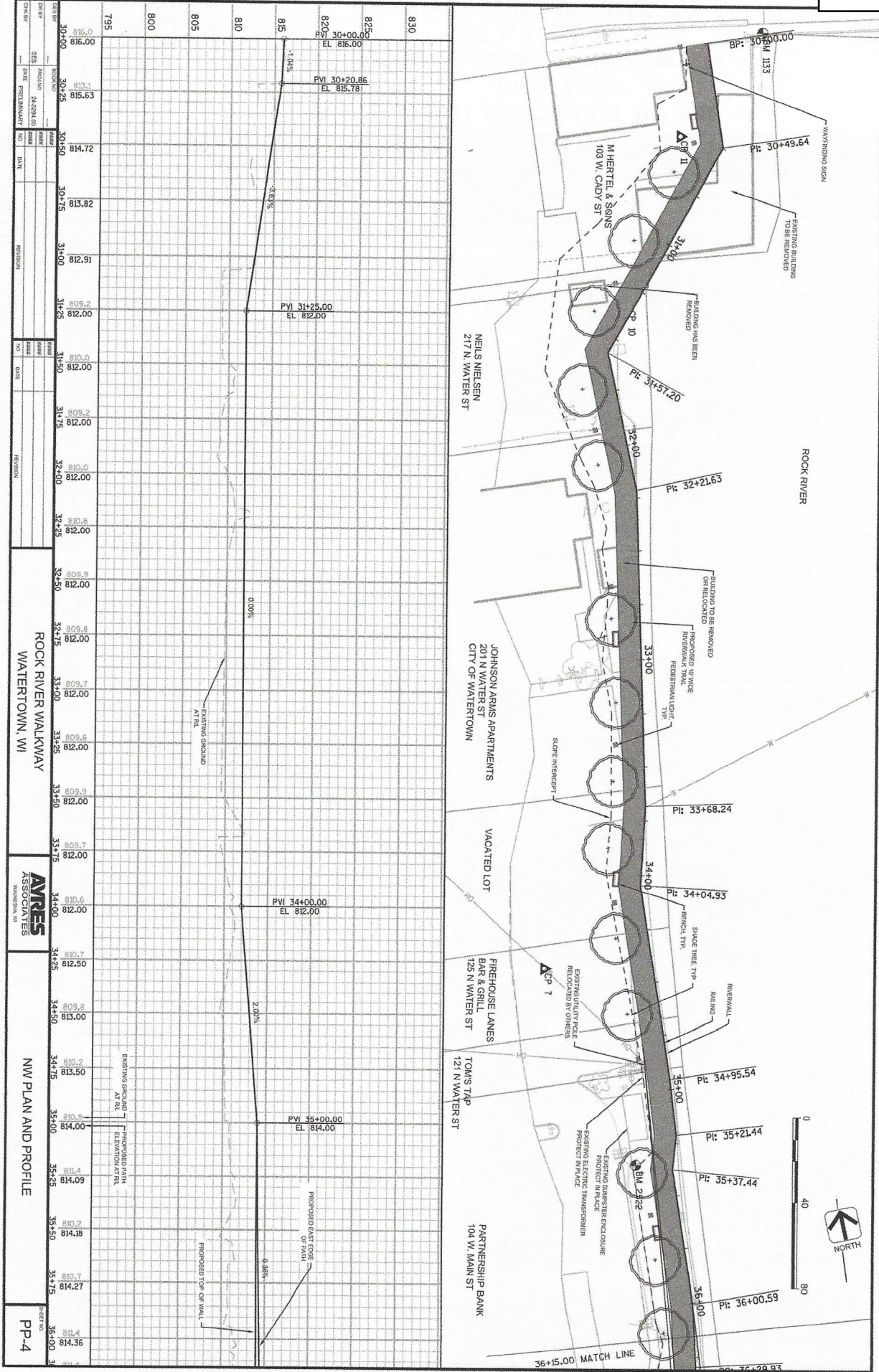


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SE PLAN AND PROFILE





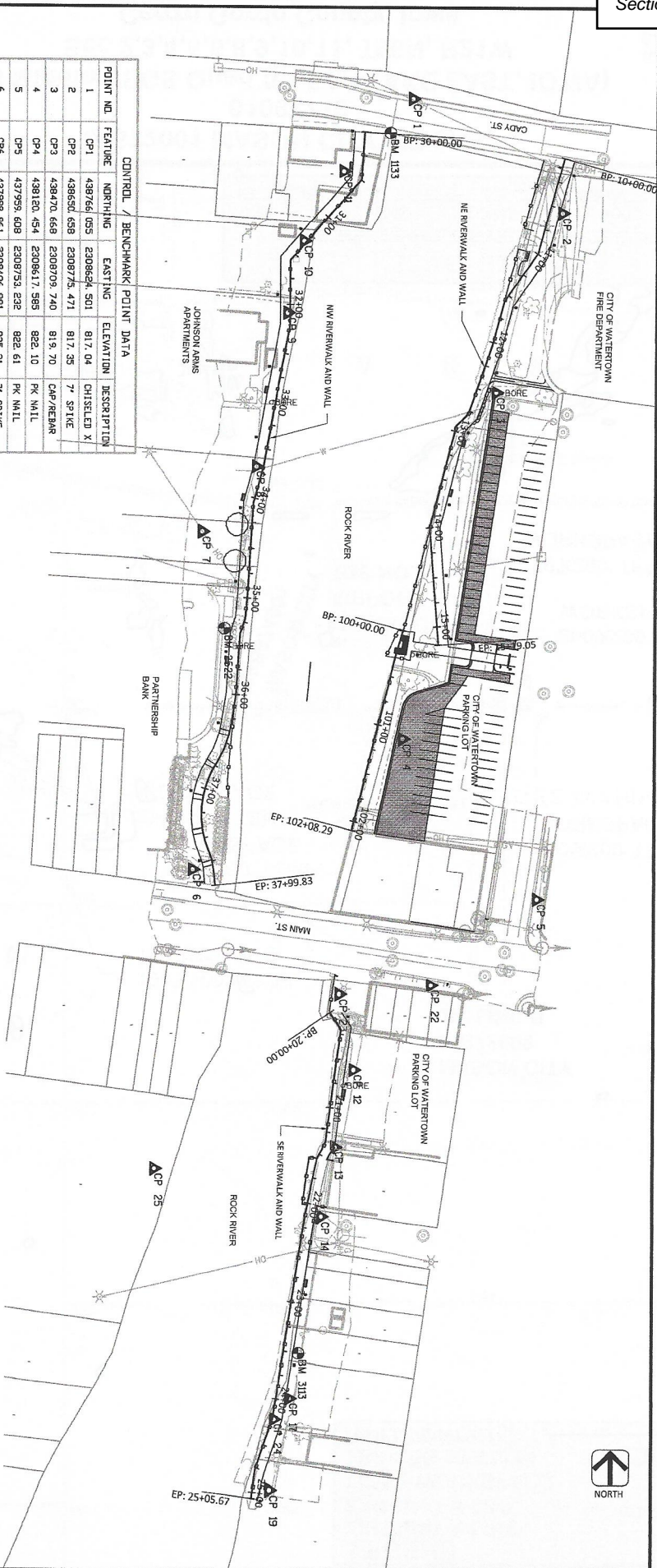
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CONTROL / BENCHMARK POINT DATA			
POINT NO.	FEATURE	EASTING	NORTHING
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2552	BH101	4398263.652	816.94
3113	BH102	4373501.662	819.89





Section 3, Item C.

 <b>WISCONSIN HISTORICAL SOCIETY</b>		<b>Wisconsin Archaeological Site Inventory</b> State Historic Preservation Office	
Home	Search	Guides	
<input type="text"/>			
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<input type="button" value="Recent Sites"/>			
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REDEVELOPMENT RESOURCES

## Watertown Riverfront/Downtown Redevelopment Initiative

Watertown Riverfront/Downtown Redevelopment Initiative

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# I. INTRODUCTION

The City of Watertown has engaged Redevelopment Resources LLC with the task of constructing ideas on how to best redevelop and assist in revitalizing downtown Watertown including the Rock River corridor. Whether a community's central business district spearheads the local economy or serves as a regional retail destination, the downtown is always the single most important identifying feature of any city and characterizes the community overall. The city has chosen well to undertake this redevelopment work as the overall economy appears to improving in pace.

Downtown Watertown is already 'ahead of the (development) game' in terms of offering a lively business district, bisected by the Rock River; has a significant retail and service business mix as well as a superior inventory of historic buildings like few other communities in Wisconsin. Downtowns are far more important to a community than periodically gauging their retail temperature and planning for improvements; downtown economies are critical to a healthy and balanced community which draws and attracts people and investments.

Sampling methods can help measure the impact which downtown delivers within Watertown's economy and community. Economic impact from the central business district was quantified by sampling number of businesses, downtown employees and property values. This data suggests that the central business district yields a significant contribution serving the city and residents and when

viewed as a whole, the downtown is one of the top five private, taxable corporations in Watertown. Thus, 'Downtown Watertown' is a significant and vital client of the city and should (as any other major asset) be preserved, managed and enhanced, in order for it to continue, as well as, increase its economic impact in delivering jobs, incomes, tax base and service to the community.

In approaching its work, Redevelopment Resources followed a foundation and research path to include personal interviews, review of previous planning and development documents, on-site visits, focus groups and review of other existing data. Based on this input redevelopment initiatives for the Rock River and the Main Street study area are offered in three levels of effect: 'Small', 'Impact' and 'Transformative' scales; each resulting in delivering various levels of influence bringing about change.

The team has considered not only what would be beneficial for residents and visitors to the community, but also for the future of the businesses in downtown as well as the rest of the business community in Watertown. What follows is a review and set of realistic recommendations for enlivening the downtown, energizing the riverfront and revitalizing the building stock to the highest and best use, working toward a vibrant future for downtown Watertown.



## II. REDEVELOPMENT UNDERPINNINGS

Several underpinnings or foundational principles guide and support the redevelopment process and should be considered when undertaking downtown revitalization. These guiding principles include:

- Attracting 'people' into the downtown: Successful downtowns are all about 'people'. Attracting residents and visitors into the city's center invites investment and doing so requires creating an appealing event and destination-styled environment which can be supported through
- Eliminating blighting influences: Ridding the downtown of aging, deteriorating, obsolete and non-code complying properties is essential to improving the attractiveness and livability of the central business district. Creating demand for exciting new and different retailing, housing, entertainment and a variety of services can be accelerated by
- Re-purposing waterfront land uses: Historically, use of waterfront property has evolved from early transportation and industrial corridors to residential, commercial and leisure functions today. To benefit from new economic opportunity industrial properties (like the 7Up Bottling Company at 410 S. 1st Street and Johnsonville products at 104 E. Division Street) should be considered for acquisition, relocation and redevelopment. In addition, public parking located on waterfront land provides little direct economic benefit and is not focused on



- Ensuring the highest and best use of property: Improving property values and creating retail, housing, offices and leisure or entertainment opportunities may be attained by designing bold public spaces, new amenities, updating and renovating the commercial building stock (especially appreciated are historic renovations) and re-purposing land and business of which one strategy includes
- Land-banking: Acquiring property for inclusion into a 'land bank' is a prerequisite element for impact redevelopment to occur. In order to create new, different and higher economic uses creating an inventory of re-developable land speaks to community readiness in making property available for immediate development.

There are also accompanying principles which support revitalization including the following:

- Installation of public infrastructure (including public financing and program components, Wi-Fi and others) are paramount in successful downtowns,
- Management of (retaining, supporting and recruiting) fresh retail, business mix and community service is a 'constant variable' relative to downtown revitalization, and
- Programming for events, festivals, promotions in and along public spaces and places always speaks to bringing more and more people to the downtown.
- Parking and traffic together is the component of redevelopment and revitalization which offers a universal challenge in every downtown. It is so in Watertown because traffic flows into and through the area to serve local businesses in and around Main Street as well as Main Street acting as thoroughfare State Highway 19. As the community changes so should considerations for parking and traffic. Team members made several observations and recommendations, which are outlined later in this report.



### III. THE IMPORTANCE OF DOWNTOWN

Having a strong lively economy is important in attracting people and families to move to, live, work and stay in a community is equally important as a low tax rate. Investments in the arts, culture, entertainment, history and events draw people to a city and downtown area. Investments in redeveloping downtown are just that; they're investments. Communities across Wisconsin like Eau Claire, Green Bay, Wausau, Stevens Point, La Crosse and others know that public and private investments in urban redevelopment provide greater long term benefits than the initial costs. With downtowns being a community's single most important identifying feature, downtowns need to provide a basis or justification to bring business and families to Watertown. This is only one reason that downtowns are important. There's another equally compelling reason for investing in the downtown: a new perspective.

Universally downtowns are viewed as a collection of separate, individual and independent retailers. However, a new perspective by viewing the Central Business District as one corporation brings the importance of downtown into focus. In surveying and estimating

Watertown's Main Street properties it is found that the over 110 buildings and businesses employ approximately 550 employees. These businesses pay an estimated \$13,750,000 in annual wages ( $550 \times$  estimated annual income of \$25,000) and constitute about \$12.7M in tax base (111 buildings with an estimated average assessed value of \$115,000). Those estimates for jobs, income, and tax base are just for Main Street alone. Applying the sampling and estimating methods from Church Street to 9th Street and Cady to Jefferson Streets would multiply that impact.

Compared to the Watertown Economic Development Organization's list of top five corporations, the downtown may be the largest single private taxable corporation in the entire community. So whether downtown Watertown serves as a regional retail and service center or whether it is one of the top largest corporations in the community, the downtown corporation warrants support and continuing investment to preserve and expand its tax base, employment, incomes and service to the city.





## IV. OPPORTUNITY ASSESSMENT

The Redevelopment Resources team visited Watertown numerous times over the Spring and Summer of 2014, starting with a day-long assessment in April. The observations below are categorized in groups of opportunities including Land Use and Urban Design, Redevelopment, Market and Organizational Structure (which tie to funding) opportunities.

### A. Land Use and Urban Design Opportunity Assessment

The following is a summary of land use and urban design opportunities for downtown Watertown based on observations made during an initial site visit conducted in April 2014. These opportunities will be evaluated and provide the framework for master plan recommendations. Opportunities are divided into several categories including downtown boundaries, transportation, parking, land use, and streetscape.

#### Downtown Boundaries

The city provided the Redevelopment Resources consultant team with a draft downtown map that shows the extent of the Main Street downtown district extending from Washington Street on the west to Ninth Street on the east and from Milwaukee Street on the south to Cady Street on the north (see map). These boundaries will be evaluated and revised as part of the master plan. After initial observation, it is suggested that the westerly boundary of the downtown be moved to Church Street/STH 26 since STH 26 is the primary entrance into the downtown from the STH 26 Watertown Bypass and St. Bernard's Catholic Church, located at the SW corner of Church Street and Main Street, is an iconic historic structure that creates a dramatic entrance into the downtown. See Map; Appendix 1

#### Transportation

Main Street (STH 16/19) is an 80' right-of-way (ROW) with a 50' street between Church and the Rock River tapering to an 66' ROW and a 46' street between the river and Ninth. There are six traffic signals located on Main Street in the twelve blocks between Church and Ninth. Pedestrian crosswalks are striped but are not highly visible. Consideration should be given to more visible colored concrete crosswalks. There are multiple one way streets east of the river that can make the downtown difficult to navigate for visitors. Conversion of one way streets to two-way should be evaluated.

Traffic in the downtown is active and at times functions like a 'race-way'. Because of the width available in the right of way, the plan calls for constructing a median or boulevard on Main Street from Church east to the Rock River; the effect is to soften entry into the downtown as well as landscaping tends to slow traffic. An additional technique to slow traffic is to create angled parking on several blocks along Main Street. Angled parking provides for additional spaces, is easy to park and according to several community police departments there are fewer accidents than with a parallel parking configuration.

One additional note on traffic is the pattern itself. On Main Street from the Rock River east to 8th Street including side streets, all but 1st and 2nd Streets have a one-way pattern of some nature. Although residents may be familiar with the one-way pattern and the 'looping' of traffic by having become accustomed over a period of years, visitors may find the pattern awkward and somewhat confusing.

#### Land Use

There is a continuous pattern of zero setback, 2-4 story historic buildings with commercial storefronts along Main Street between Washington Street and Sixth Street. The storefronts are mostly occupied but many upper stories are vacant. Better utilization of upper floors should be prioritized.

The first block of Main Street east of Church Street and the four blocks of Main Street east of Fifth Street include newer one story commercial uses with large setbacks that depart from the historic massing and storefront pattern of Main Street. A continuous Main Street streetscape with street trees, furnishings and lighting will assist in creating a cohesive identity for the downtown.

The land use pattern surrounding Main Street is less dense with a mix of older commercial and residential structures. Several sites may be candidates for redevelopment.

The downtown includes several institutional uses such as City Hall, Fire Station, Library, Park and Recreation Department, and Senior Center that enhance the role of downtown as a civic center.

The west side of the river between Milwaukee Street and Emmet Street has undergone recent redevelopment with two new 4-story residential structures. Additional redevelopment opportunities include the removal and relocation public and private parking lots and the potential redevelopment of industrial sites when businesses relocate.

#### Streetscape

Streetscape improvements are important in creating identity and destination appeal, improving the safety and walkability, traffic calming, and enhancing the historic character of the downtown. Today, streetscaping in downtown Watertown is limited to ornamental street lights, benches and trash receptacles, directional signage and colored concrete sidewalk terraces. Several opportunities to enhance the downtown streetscape character should be considered.

Beautifying and signing the main approach into the downtown on STH 26/Church Street can assist visitor navigation and first impressions. Possible improvements include planting street trees in the wide boulevard along South Church Street and providing downtown trailblazer signage beginning at the Watertown Bypass and leading into the downtown.

Downtown entrances are not clearly marked. Downtown entrance signs and landscaping should be located at Church Street and Main Street and Main Street and Ninth Street.

The downtown district is long, comprising twelve blocks between Church Street and Ninth Street. Street trees and colored crosswalks should be added to visually break up the length of the corridor and unify the district. Consideration should be given to dividing the corridor into streetscape zones with the most intensive streetscape zone between Water Street and Second Street to emphasize the river as the major destination and focal point of the downtown. A major public space should be considered for Main Street that can serve as a central gathering place for visitors and residents and a location for community and downtown special events.



Enhancements to the historic character and identity of the downtown should be prioritized including the installation of an historic interpretive signage program, expansion of the downtown mural program and historic façade and building improvements. Bicycle parking and signage should be provided to enhance Downtown Watertown as a bicycle-friendly destination.

The Rock River is the major focal point of the downtown but visual and physical access is limited and the riverfront character needs improvement. Views to the river from Main Street should be expanded and pedestrian access to the river from adjoining streets should be improved. Riverfront beautification should be prioritized including:

- the removal of deteriorating walls and replacement with sloping landscaped banks;
- selective removal of vegetation to open views to the river;
- phased removal and relocation of parking lots on the river;
- addition of ornamental lighting, public art, interpretive signage, and accent lighting for the Milwaukee Street, Main Street and Cady Street bridges to enhance the night time ambience of the river.
- Finally, the use of the riverfront should be improved with a continuous at grade riverwalk on both sides of the river and the addition of fishing platforms, transient docking, canoe/kayak launches, seating pockets and river overlooks.

### Parking

Angled parking on Main Street was discussed with Watertown's city engineer and the Wisconsin Department of Transportation (DOT). With the state having jurisdiction on the Main Street/Highway 19 route the DOT indicated that there was insufficient width of the right-of-way to create angled parking on either one or both sides of the street to meet standards.

Relative to general parking within the downtown area there appears to be available parking of public and private spaces for employees and shoppers/visitors, if one could walk from available parking spaces to their destination. If the downtown will grow as planned then additional public parking would be desirable. There are public parking lots on North 1st Street (along the river), on East Madison Street from 4th to 5th Streets; at the southwest corner of 2nd and Jones, on Water Street south of Main Street as well as on south 1st Street along the river. During most all business days there was sufficient on-street parking available on E. Market Street. If additional public parking would be desired, a candidate location would be behind the 200 block of E. Main Street along E. Market Street. Although property would have to be acquired, the location would put the public in reasonably close proximity to Main Street destinations.

### B. Redevelopment Opportunities

Creating an attractive and appealing commercial building stock will draw people into the downtown, who will spend money resulting in support for new and existing businesses. High quality façade renovations will create new energy downtown and improve the building stock.

There exists an opportunity to create a downtown anchor development which would act as a draw for residents and visitors alike.

Removing blighted buildings and redeveloping others will serve many purposes, including but not limited to improving the existing building stock, increasing property values, enticing more visitors to the downtown, increasing the opportunity for business growth and elevating the level of energy in the downtown.

Redevelopment of public parking along the river (transitioning it to a higher and better use) is recognized as an opportunity.

Enlivening second stories throughout the downtown is also an opportunity for redevelopment. A study presented by the Wisconsin Economic Development Corporation estimates that full utilization of currently vacant spaces within the downtown would result in 148 additional residential units, 13 additional businesses and 59 additional employees. Provided this renovation is financially feasible for property owners, City officials should facilitate and encourage the development of second story spaces.

### C. Market Opportunities

Downtown Watertown is an exciting district with a foundation of historic buildings, the Rock River flowing through it, as well as being a Main Street community. These assets have created a solid business district which is the home to many long-time and newer businesses. But even with these assets, every highway or downtown business district, and even a community shopping center needs to be ever cognizant of how to stay competitive in the marketplace.

The natural attrition of businesses, an under-defined business mix, competition from newer market areas and retailers, savvy consumers with high demands, and an aging real estate stock (historic or not) can slowly erode the identity of any business district. Downtown Watertown has worked diligently with the assistance of the Main Street Program to keep this business district competitive. This work is non-stop on so many levels, and will always require more and more time, and more and more resources.

An important key to this work is identifying leadership who will share and support the cause politically, technically and financially. The next thing to do is to carefully evaluate the value of each project or cause by the return on the capital (political, financial, time) that needs to be invested.

### D. Organizational Structure Opportunities

Municipal corporations organize themselves to meet policy goals and adopted budgets constitute how established policy goals are to be executed. Many communities administer policies and budgets separate from one another but in reality they are inextricably linked. The difficulty at times can be that the resulting structure of municipal government doesn't meet community goals. The high cost of employing personnel, which is usually a community's greatest budgetary expense, is often the first victim of maintaining or lowering budgets and reducing expenses.

This method of saving taxpayer money can be counterproductive in part because experienced talented staff brings the greatest benefit to residents and the community overall. Communities (sometimes under the goal of 'operational efficiency') support fewer and fewer staff positions which are then asked to do more and more work and given greater responsibilities with few additional resources. At some point the productivity curve skews downward and, although money is saved and taxes are lowered, policies and goals are left unattended or unmet.



Even considering Main Street and the Watertown Economic Development Organization, the City of Watertown's staffing pattern for downtown redevelopment and revitalization is insufficient to meet existing (and ever increasing) local economic development and redevelopment demands in the community. The city is relying on private groups, non-profit organizations and consultants to advise and undertake this work rather than employing full-time staff. An opportunity exists to evaluate existing staffing structure and plan for the most effective utilization of staff resources.

One method of addressing redevelopment issues is to use existing tools which have been (or currently are) underemployed. The City of Watertown created its Community Development Authority (CDA) on August 15, 1989, which under current Wisconsin state statute (66.1335) has broad powers for administering both housing and redevelopment programs throughout its jurisdiction.

Redevelopment Resources undertook the following steps in reviewing the structure and function of the Watertown CDA:

- Financial statements from 2011 and 2013 were reviewed;
- Questions were posed and answers received from the Executive Director;
- Annual budgets were reviewed and
- CDA minutes over the past two year period were read.

**Some findings are discussed below:**

### 1. Agency Overview

Based on information made available from the Watertown CDA, it is a small agency and currently stable in its operation relative to providing affordable housing to its constituency. The CDA operates 79 public housing units of which 56 units serve senior and disabled residents at Johnson Arms and 23 units are serving families in scattered sites. Based on submissions to the U.S. Department of Housing and Urban Development via its PHAS (Public Housing Assessment Program), the agency is designated as a 'high performing' housing authority.

### 2. Financing:

In reviewing the 2013 financial audit, of note is the approximate property 'book value' of \$1,384,474 (which is accounted for by subtracting the accumulated depreciation of \$3,156,611 from the asset values of \$4,541,085). This signals no expansion of the housing inventory and that the existing building assets are aging and will require additional capital funding in the future to be maintained. Total operating expenses are \$554,426 and after considering depreciation of \$200,856 actual cash expenses total \$353,570. With Unrestricted Net Position (working capital/cash) at \$198,339 there is a cash operating reserve of 56% (of annual cash expenses) which would carry the agency for a period of 5 to 6 months (based on usual annual expenses).

### 3. Staffing:

Relative to personnel the Community Development Authority has two full-time employees which is a minimal staffing level necessary to operate a public housing program. The Executive Director is responsible for managing and administering the agency overall. Those duties include reviewing prospective tenant applications, income qualifying, leasing, reporting to the U.S. Department of Housing and Urban Development (HUD), securing contracts, auditing and numerous other responsibilities. The maintenance employee is responsible for maintaining grounds and buildings, turning-over vacant units, seasonal duties and attending to work orders. Average number of 'work orders' is estimated at 250 per month. No outsourcing of functions (lawn mowing, snowplowing, painting, etc) is undertaken. How can redevelopment issues be addressed without adding fulltime employees?

### 4. Programming:

According to the Executive Director the CDA has:

- a. Not been involved with any new programs or activities in the past several years,
- b. No operational or programmatic challenges are before the agency,
- c. No applications or participation in any programs outside of HUD or the Wisconsin Association of Housing Authorities (WAHA), and
- d. No trends are affecting the agency's current operation.

After review of the CDA's financing, staffing and programming elements, the agency is functioning purely as a property management office. The inventory of housing is aging; cash position is at a modicum; staffing is minimal and there are no new housing programs or other community initiatives of any type being undertaken based on information made available to reviewing consultant. There appears to be no evidence that the Watertown Community Development Authority is using its powers under state statute for any redevelopment activity within the community.

## V. LEVELS OF IMPACT

There are generally three "Levels of Impact" with capacities to influence downtown revitalization efforts. 'Small, Impact and Transformative' redevelopment scales each possess the ability to bring about change (relative to creating jobs, incomes, tax base). They are based on different weights of investment made in achieving goals aimed at attracting people, eliminating blight, re-purposing waterfront (the Rock River being one of Watertown's greatest contributing assets) and seeking the highest and best use of all downtown property.

The benefits associated with each of the three levels of impact are based on the amount of money invested and the degree to which they target an identifiable market. When investments overlap by achieving two (or more) goals simultaneously the benefit can have wider impact.

- **The Small scale** level of impact is an amenity-based investment, one where effort is aimed at beautifying and improving design and aesthetics. People enjoy coming to attractive appealing places which create a desirable environment. Examples of amenities include:
  - Benches and street furniture, bicycle racks, way-finding signage and (often overlooked is) clean/litter free spaces
  - Banners, Flags, seasonal decorations
  - Landscaping, hanging baskets, street trees
  - Lighting to include both ornamental street lights, illuminating the Main Street Bridge over the Rock River, or creating a lighted marquis at the theater
  - Public restrooms and shelters
  - Small scale parking & traffic related improvements, such as diagonal parking
  - Promotions, events, fairs and other leisure functions

- **The Impact scale** of investment is directed at making noticeable and remarkable changes in the downtown. These may include:
  - Acquisition, demolition and remediation of blighted properties for land banking or redevelopment,
  - Rehabilitating the downtown's commercial building stock,
  - Developing bold public green spaces and outdoor artworks offer both aesthetic appeal and interactive opportunities,
  - Major design features or creating monument-styled entry points which signal arrival and celebration of the downtown.
- **The Transformative scale** of investment makes just that, developments which inherently can transform the old into new and impactful developments within the central business district. These include:
  - Performance venues, galleries, exhibits - the arts mean business.
  - Office buildings
  - Hotels with meeting and banquet facilities
  - Retail shopping and entertainment complexes
  - Libraries

Public financing participation changes as a community installs small scale improvements and moves through the redevelopment process. Initially, investments are usually public in nature. The investment begins to be shared with impact scale developments such as commercial rehabilitation, and shared again when partnering for transformative type of redevelopments.

Other features of proposed redevelopment projects include their ability to piggyback or serve two objectives; like acquiring blighted properties to create new public green space. Each level of investment also speaks to the amount of jobs, incomes and property taxes that can be achieved. The higher the investment level the greater it serves these purposes, although not every impact investment will create jobs and generate property taxes. Some investments are strategic in that they create the basis for advancing the community's economic foundation.

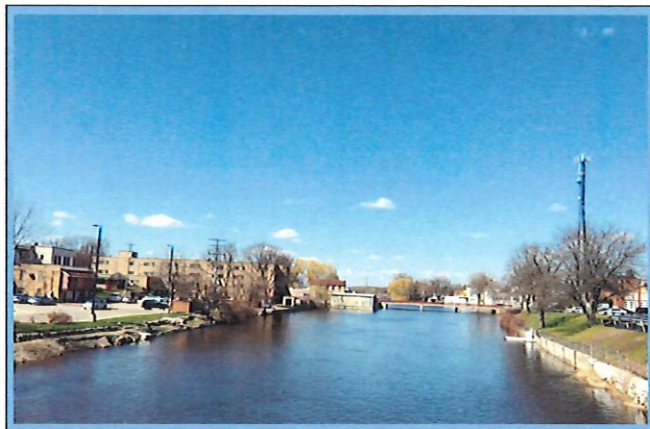
Finally, the motivation in redeveloping the downtown area is primarily not to attract guests and visitors but to serve existing residents. Once residents and others in the market area are better served then other families and businesses will be attracted to the area.



## VI. RECOMMENDATIONS

Based on visits the team members of Redevelopment Resources made to Watertown and our subsequent Opportunity Assessment, along with our experience and cumulative past project and community success, in addition to select items from the 2007 Riverfront Redevelopment Master Plan and 2007 Riverwalk Arts and Interpretation Master Plan; the following recommendations are offered. Recommendations are offered in ascending order of impact, beginning with the small scale, then impact scale and finally transformative.

### A. Riverfront Development/Redevelopment Recommendations



#### Objectives:

1. Improve public access to the riverfront
2. Enhance the river as a major focal point of the Downtown
3. Promote appropriate redevelopment along the river
4. Create a riverfront district
5. Enhance the river's environmental character and scenic beauty
6. Promote the river as an educational and recreational resource

Creating better physical and experiential connections between Main Street and the riverfront has been a topic of studies and conversation for many years. Developing experiential places and spaces is an important goal which provides a community legacy for generations to come. In the meantime – identify the river in a broader way. It is easy to miss the river view or connection when driving Main Street. Presented here are recommendations to capitalize on what already exists.

### Small Scale Riverfront Recommendations

#### RS1. Define the river at the bridge

Main Street is an active street with vehicular traffic. The bridge itself doesn't stand out, and it is easy to go over it without noticing the river is there. Add architectural details to the top of the



bridge that can bring attention to it. This might include overlooks and finials at each end, interesting art sculpture, even flag poles. Consider concrete planters at each end of the bridge planted with bright flowers in the summer and Christmas trees in the winter.

#### RS2. Light the bridges

Install accent lighting on the Main Street, Milwaukee Street and Cady Street bridges, and shine lights down onto the river. The lighting should not be street lighting, but specialty lighting such as low voltage rope lights that could provide detail and effect to the top of the bridge. These might be clear lights or even colored lights during the winter holidays. Use spotlights on either side of the bridge facing the river to place more focus and attention on the river area.

#### RS3. Selectively remove vegetation to open up views to the river

Portions of the riverbank between the Milwaukee and Cady Street bridges have dense vegetation that block views and access to the river from adjoining streets and open spaces. Consult an arborist to identify opportunities for clearing, particularly invasive and non-native vegetation. Develop a tree planting program for the riverfront that complements new public improvements and enhances wildlife habitat.

#### RS4. Add historic lighting

Add historic street lighting on Water Street and First Street between Cady Street and Milwaukee Street to visually define this area as a Riverfront District.



**RS5. Construct kayak/canoe launches north and south of Main Street**

Construct canoe/kayak launches north and south of Main Street. Promote the launches by supporting riverfront events such as kayak / canoe races, a river fest with performance sites in the public parking lots on both sides of the river, and one-mile bicycle loop course on First Street and Water Street between Cady Street and Milwaukee Street.

**RS6. Install an interpretive sign with map**

Adding an interpretive sign with a map illustrating the regional Rock River system with designations for attractions, parks, and kayak/canoe trails, bicycle trails etc. at the Main Street Bridge will work to inform people about the amenities of the river.

**RS7. Create the "Heart of the River"**

A popular attraction or tradition in certain European communities has couples purchase a keyed padlock, write their names on it, lock it to the bridge or a railing/fence near the river, and



then throw the key into the river. Maybe there could be an opportunity to create a fence specifically near the river by the current walk-way where this idea could be tried. Have a "Heart of the River" or "River Romance" event where restaurants could sponsor romantic dinners, stores could be open, bars could offer special drinks, and locks could be sold by Main Street. Hosting an activity that showcases the river, but doesn't require redevelopment, or significant capital investment is a fun way to begin a tradition and create a reason for visiting Watertown.

**Impact Scale Riverfront Recommendations****RI1. Construct walkways**

Construct walkways to access the riverfront at street ends and public parking lots. Create riverfront nodes at access points with seating, overlooks, public art and interpretive signage.

**RI2. Implement a coordinated storm water management program**

In an effort to improve the water quality of the Rock River for recreation purposes, a coordinated storm water management program should be investigated and implemented.

**RI3. Redevelop low value uses on riverfront**

Parking along the riverfront is not the highest and best use for such high value real estate. Redevelop riverfront parking lots and industrial sites as noted on the map of potential redevelopment sites, *Exhibit 1 on following page*.

**RI4. Reconstruct Main Street Bridge**

Reconstruct the Main Street Bridge with overlooks and historic lighting.

**Transformational Scale Riverfront Recommendations****TR1. Redevelop west side of river at Main Street**

Redevelop the west side of the river between Main Street and Emmet Street for a riverwalk, riverfront amphitheater, transient docking, and kayak/canoe launch, *See Implementation Strategy 4*.

**TR2. Create a Town Square**

The Town Square will offer a visual contrast with the urban environment and will provide the city with "a sense of community". The proposed Square will serve as a venue for events, festivals, fairs, concerts, weddings, parades, programming space for most all community activities including the library and provide vastly improved access to the waterfront. Acquire, relocate and clear the 100 block of West Main Street to make way for a public green space/ town square. *See Implementation Strategy 5*

**TR3. Develop the Riverwalk**

Complete a phased development of the riverwalk with landscaping, ornamental lighting and interpretive signage on both sides of the river between Cady Street and Milwaukee Street.

**B. Downtown Recommendations****Objectives:**

1. Improve the safety and walkability of the Downtown
2. Improve the identity and destination appeal of the Downtown
3. Create a Town Square as a community gathering space, events area and a focal point of the Downtown
4. Enhance the historic character of the Downtown
5. Promote rehabilitation and redevelopment to establish the downtown as a vibrant, mixed use activity center for the community and region

Redevelopment Resources reviewed the boundaries of downtown as presented at the beginning of this study (*Appendix 1*). The downtown boundaries should be revised to include all of Main Street west to Church Street (STH 26) with future expansion to Cole Street on the north and the railroad tracks on the south.

As part of the downtown planning work, these recommendations are included to support and add to redevelopment opportunity programming. In an effort to support current demographic information that downtown Watertown already has, an "on the street market assessment" was undertaken. This work included a focus group with business-persons from the study area, a review of background and demographic data, and time spent driving, parking, walking and shopping the downtown district. From this work the following recommendations are made to better support Watertown's market position and capitalize on the community's assets.



Exhibit 1 • Redevelopment Recommendations Map



- Small Scale Riverfront Recommendations**
- RS1. Define the river at the bridge
  - RS2. Light the bridges
  - RS3. Selectively remove vegetation to open up views to the river
  - RS4. Add historic lighting
  - RS5. Construct kayak/canoe launches north and south of Main Street
  - RS6. Install an interpretive sign with map
  - RS7. Create the "Heart of the River"
- Impact Scale Riverfront Recommendations**
- RI1. Construct walkways
  - RI2. Implement a coordinated storm water management program
  - RI3. Redevelop low value uses on riverfront
  - RI4. Reconstruct Main Street Bridge
- Transformational Scale Riverfront Recommendations**
- TR1. Redevelop west side of river at Main Street
  - TR2. Create a Town Square
  - TR3. Develop the Riverwalk
- Small Scale Downtown Recommendations**
- DS1. Enforce City ordinances
  - DS2. Create uniform sign guidelines
  - DS3. Expand Downtown historic mural program
  - DS4. Parking signage
  - DS5. Trailblazer signage
  - DS6. Two way streets
  - DS7. Bicycle amenities
  - DS8. Streetscape
  - DS9. Allow business to utilize sidewalk
  - DS10. Arts/entertainment/river-related businesses
  - DS11. Help downtown businesses
- Impact Scale Downtown Recommendations**
- DI1. Entrance feature
  - DI2. Blight elimination and clearance
  - DI3. Create a commercial rehabilitation program
  - DI4. Reconstruct Main Street
  - DI5. Expand Downtown Parking
- Transformational Scale Downtown Recommendations**
- DT1. Develop a Downtown Hotel
  - DT2. Redevelop 207-209 Main Street



The City of Watertown has made a commitment to a branding process that will help identify who and what Watertown is to the outside world. This work will also be important for the community, transitioning old perceptions into new realizations of Watertown's amazing assets. It is important for downtown Watertown to capitalize on this process and use it as a launching point for a new marketing push.

Every downtown is looking for an edge or angle, trying to determine what sets it apart from other downtown districts in order to attract new and repeat visitors. Watertown is fortunate to have a large inventory of intact historic buildings – giving the downtown a very definite and definable “edge”. However, this amazing backdrop of history and architecture on its own does not create the sense of place that today's customers and visitors expect. To meet those expectations, the downtown absolutely must “put its best foot forward” visually. Here are some ways that downtown Watertown could work toward creating a more welcoming and stimulating environment:

#### Small Scale Downtown Recommendations

##### DS1. Enforce City ordinances

Historic buildings are critical to the fabric of downtown. Buildings and property owners should be held to minimum maintenance standards. Ensure City ordinances allow for regular building inspection and enforceable maintenance requirements. One building in disrepair can completely change the feel of an entire block. Maintaining an historic building is a labor of love and a constant commitment of time and money. Encourage property owners to do the very best they can, but at a minimum properties must keep safe, clean and within all ordinances and building codes that the municipality has established.

##### DS2. Create uniform sign guidelines

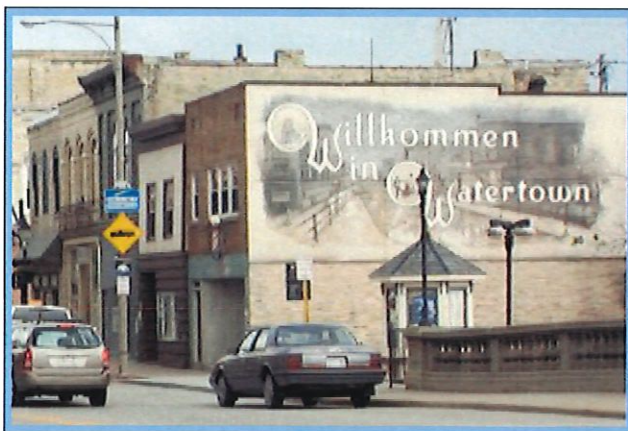
Over the years there may not have been specific sign standards for downtown Watertown, which has resulted in signs that may be dated, faded, in poor repair – or made of materials that do not support the historic nature of downtown. The City and Main Street should adopt sign recommendations for the downtown,



with the thought of more controlled sign standards in the years to come. Blade signs (those that are perpendicular to the street and hang over the sidewalk) are not only more fitting to an historic building, but can be seen easier at street level. Watertown Mainstreet should develop a fund for matching grants for signage upgrades, much like grants for façade renovations.

##### DS3. Expand Downtown historic mural program

Watertown already has great murals in the downtown, representing heritage and historical times. Create partnerships with the arts community and property owners to encourage further historic mural art in the downtown. This art can be an interactive process with the school district - it can be in empty storefronts and appropriate building faces. Some communities have utilized this type of art as a marketing feature. Much like Cuba Missouri on Route 66, who found an edge and utilized mural art to create a destination, Watertown could attract attention through murals.





**DS4. Parking signage**

Provide more visible and attractive signage for all public parking lots. Locate visible signage on Main Street to direct visitors to public parking lots.

**DS5. Trailblazer signage**

Add downtown trailblazer signage on STH 26 and STH 16/19 approaches to downtown and along designated bicycle trails.

**DS8. Streetscape**

Watertown has a beautiful backdrop of historic buildings. However, the scale and length of downtown creates hard, concrete surfaces in the district. Add color and texture to the street and building faces. Summer flowers are wonderful and help provide the “alive and active” spaces customers and visitors are looking for. Adding more green – trees, shrubs, planting areas to the street would go a long way to soften the streetscape. Consider “selling” each tree to a local sponsor, i.e. families, businesses or organizations. Undertake a manageable block by block plan instead of trying to improve the entire street at once.

**DS6. Two way streets**

Evaluate the conversion of one way streets into two way streets.

**DS7. Bicycle amenities**

Bicycle amenities should be provided to enhance its position as a bicycle destination. Provide signage directing bicyclists to the downtown along community bicycle routes and install bicycle racks throughout the downtown and along the river viewing/access points.



Potential Redevelopment Overview



Current Redevelopment Overview



**DS9. Allow business to utilize sidewalk**

Allow businesses to better utilize streets and sidewalks to support retail activity with more outdoor seating, carts, and stands. Encourage retailers to “spill” inventory out their front doors. Make sure that City ordinances will support these efforts.

**DS10. Arts/entertainment/river-related businesses**

When a vacancy occurs in the blocks between Washington Street and Second Street, target arts/entertainment and river related businesses to fill the vacant space.

**DS11. Help downtown businesses**

The business world is shifting very quickly these days. Businesses can no longer rely on what was done in the past, but what must be done in the future. Supply as much relevant market information and support to your businesses so they can be the best they can be. Here is some information they must be focused on:

1. Customers are more connected and in control. By 2015, technology will pervade living and shopping experiences. Consumers will have even more instant access to comparison pricing, “deals of the day” websites, and of course the ability to shop the world on-line.
2. The future of retail is selling less of more. With expanded access, consumers will buy less of what’s “popular” and more of what “suits me”. Retailers that can figure out how to deliver what niche markets are looking for will reap the profits.
3. Retailers will need to allow their customers to purchase when and where they want to. That includes traditional in-store commerce, e-commerce, m-commerce (mobile), f-commerce (Facebook), s-commerce (social) and v-commerce (video enabled like YouTube).
4. Vintage retail (secondhand) will continue to be an emerging trend. Used will be huge, it is eco-conscious and affordable.
5. Retailers will define themselves more by the customers they serve, rather than the products they sell. Retailers will grow by positioning themselves as more than just purveyors of “stuff” but also as one-stop purveyors of lifestyles or needs.
6. Shopping centers of the future will shift with the demise of the anchor store as the main draw. The place becomes the destination. Consumers will be attracted to areas that offer the ultimate in simplification and convenience – a “pre-packaged total lifestyle experience” where busy consumers can shop, work, socialize, eat, be entertained and live. Sounds like a healthy downtown!

**Impact Scale Downtown Recommendations****DI1. Entrance feature**

Construct an impact entrance feature at each end of Main Street, announcing that “you have arrived!” As part of the long term marketing of downtown these features can represent the branding theme, i.e. historical, playful, or artistic. The entrance feature could be a gateway arch, a monument, fountain or other feature with landscaping. Evaluate the potential to construct a roundabout at Main Street and Ninth Street.





## DI2. Blight Elimination and Clearance

Creating an impact within a community is most often thought of as building something new. Considering that blight creates no new tax base, few new jobs or incomes, targeting those properties for re-use can and does, indeed, create a positive impact. Blight tends to have an adverse effect on surrounding properties thus creating challenges for downtown revitalization. See *Implementation Strategy 1*.



## DI3. Create a Commercial Rehabilitation Program

Creating an attractive and appealing commercial building stock to house new and existing retail and service will draw people into the downtown, who in turn spend, which results in support for (and an impact upon) new and existing businesses. The activity consists of undertaking two kinds of rehabilitation: 1) Historic Renovations and 2) Façade Improvements. Both types of rehabilitation require architectural design to create the best value for investing grants and loans. See *Implementation Strategy 2*.

## DI4. Reconstruct Main Street

Work with WISDOT to reconstruct Main Street (STH 16/19) with 12' sidewalks and a 42' street east of Water Street, 12' sidewalks and a 50' street with a landscaped boulevard west of Water Street, and colored concrete crosswalks and street trees throughout the downtown, See *Implementation Strategy 3*.

## DI5. Expand Downtown Parking

Construct a two-level parking deck on the existing public surface parking lot on Madison Street between Fourth Street and Fifth Street.

## Transformational Scale Downtown Recommendations

### DT1. Develop a Downtown Hotel

Hotel development includes construction and operation of a new 75 room boutique hospitality property located south of Main Street and east of Water Street along the Rock River (and immediately south of the proposed town square). A proposed hotel would serve the city as a downtown main feature providing benefit not only as a banquet, event and meeting facility but offer "centerpiece vitality" to the entire downtown and community. See *Implementation Strategy 6*.

### DT2. Redevelop 207-209 Main Street

Dedicating resources to support the redevelopment of this significant property will aid in the transformation of downtown. Include in the plan, property acquisition for parking support.

## C. Organizational Structure Recommendations

**OS1.** A staffing review at all levels of the municipal corporation may want to be considered to determine how to best proceed in managing the business of governing to address very significant city matters.

**OS2.** As part of implementation services, utilize Redevelopment Resources municipal finance professional to study City's Tax Increment Financing Districts for comprehensive review and analysis.

**OS3.** A cursory review of the City's Tax Increment Financing districts has taken place and it is the recommendation of the Redevelopment Resources team to create a new TIF District to support the implementation of this Riverfront/Downtown Redevelopment Initiative.

**OS4.** A workshop should be conducted with the CDA board of directors to educate all members on powers and capabilities of a CDA, along with examples of how effective CDAs utilize their powers and function as a proactive development agent for the City. See State Statute 66.1335

**OS5.** Engage Redevelopment Resources to work closely with existing CDA staff and board members to bring the organization to a level of performance in keeping with full utilization of powers under state statute.

**OS6.** Transition the existing property management office to operate under a newly created "Housing division" of the CDA. Utilize full financial resources of CDA under "Development division" with new staff leadership. Outsource initial set up for the first one to two years of operation to qualified executive leadership, potentially Redevelopment Resources.

**OS7.** New "Development division" of CDA should research and implement programs for redevelopment and community development utilizing all available resources and leveraging TIF and private sector resources as well.





Current Redevelopment Overview



Potential Redevelopment Overview



VII. IMPLEMENTATION STRATEGIES

Although implementation is usually found at the end of a planning process (after defining the problem, establishing goals, data collection/analysis and evaluation) putting plans into effect should always be kept in mind throughout the redevelopment process because executing activities has the single most profound effect in achieving urban revitalization success.

The following implementation activities have been selected and are being recommended to the City of Watertown in order to address current challenges as well as to preserve and expand on its downtown assets. Initiating and carrying-through with each of these strategic activities will have an impact on transforming the downtown and achieving redevelopment goals.

The following implementation activities have been selected and are being recommended to the City of Watertown in order to address current challenges as well as to preserve and expand on its downtown assets. Initiating and carrying-through with each of these strategic activities will have an impact on transforming the downtown and achieving redevelopment goals.

## Redevelopment Recommendation: Blight Elimination Blight Elimination & Clearance



### Redevelopment Objectives:

- Eliminating blighting (underutilized) influences
- Re-purposing waterfront land
- Ensuring highest and best use of property.
- Land banking

### Investment Level:

"Impact" Activity. Creating an impact within a community is most often thought of as building something new. Considering that blight creates no new tax base, few new jobs or incomes, targeting those properties for re-use can and does, indeed, create a positive impact. Blight tends to have an adverse effect on surrounding properties thus creating challenges for downtown revitalization.

### Sources of funding:

TIF, levy, state (WEDC/DNR) and federal grants.

### Implementation:

Identifying properties, budgeting, discussion with owners.

### Investment Level: Description:

Eliminating blight can be managed at three levels and all three levels may include environmental remediation.

**Level 1:** Inspection, Re-zoning and Code Enforcement via city ordinances and rehab;

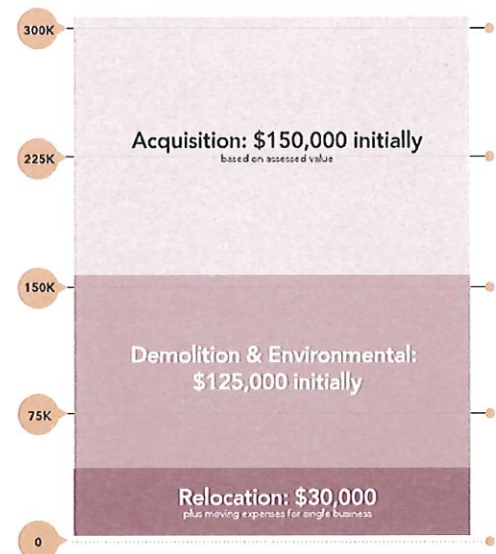
**Level 2:** Long term acquisition and/or rehabilitation and adaptive re-use; and

**Level 3:** Acquisition, clearance and remediation.

Several properties along the Rock River corridor are identified as challenging properties.

### BUDGET ESTIMATE:

Contributions will take the form of grants/loans and levy.





# IMPLEMENTATION STRATEGY 2

## Redevelopment Recommendation

### Commercial Rehabilitation

#### Creation of a Commercial Rehabilitation Program



#### Redevelopment Objectives:

- Ensuring the highest and best use of property
- Eliminating blighting influences
- Attracting people into the downtown

#### Investment Level:

An 'Impact' Level of Investment. Creating an attractive and appealing commercial building stock to house new and existing retail and service will draw people into the downtown, who in turn spend, which results in support for (and an impact upon) new and existing businesses.

#### Activity Description:

The activity consists of undertaking two kinds of rehabilitation:

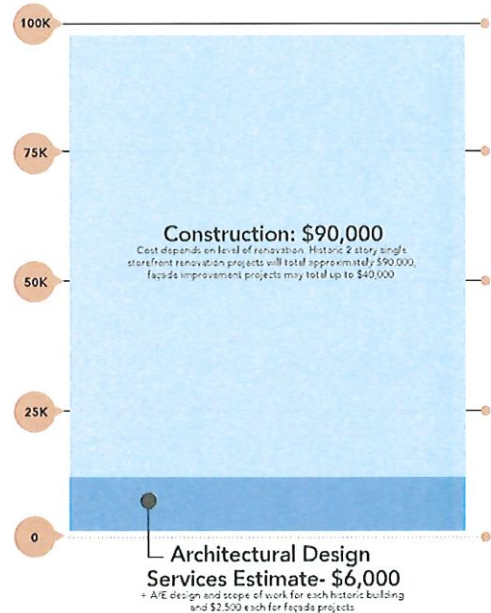
- 1) Historic Renovations
- 2) Façade Improvements. Both types of rehabilitation require architectural design to create the best value for investing grants and loans.

Historic renovations are those which pledge to return to the property to its original architectural style and character using the Secretary of the Department of Interior's standards for historic Rehabilitation. Façade improvements consist of a lower level cleaning and refurbishing of the storefront by adding attractive lower cost treatments, signage and entry features. Small grants and loans are made by the city to the property owners. A sample program guidelines and application are attached in Appendix 2-3.

#### Implementation:

- Create and approve a downtown commercial rehabilitation such as small grant and loan program. (See Appendix 2-3 for sample program guidelines and application).
- Procure A/E services and work with property owners.

#### CITY BUDGET ESTIMATE:





# IMPLEMENTATION STRATEGY 3

## Streetscape Improvements 200 Block of Main Street



**Scope:**  
200' long streetscape with 6' concrete sidewalk, 6' colored concrete terrace, 6 street trees 35' o.c. in tree grates, three ornamental lights 70' o.c. not including street and utility reconstruction. Assume both sides of the street.

Concrete sidewalk:  
2400 sf x \$5/sf = \$12,000

Colored concrete terrace:  
2400 sf x \$15/sf = \$36,000

Street trees in grates (6 per side)  
12 @ \$2,000/ea = \$24,000

Street Lights (assume 3 per side):  
6 @ \$7,500/ea = \$45,000

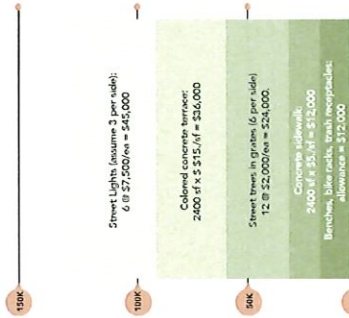
Benches, bike racks, trash receptacles:  
allowance = \$12,000

**TOTAL STREETScape IMPROVEMENTS: \$129,000.00**

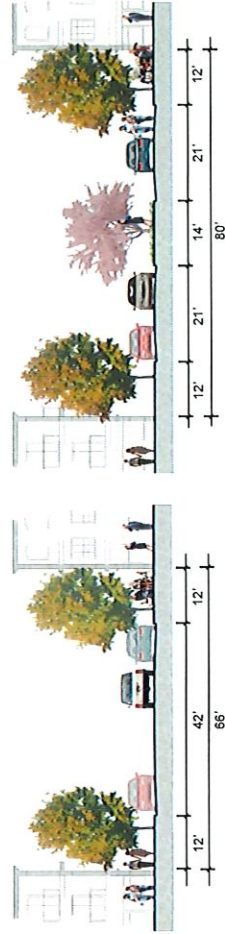
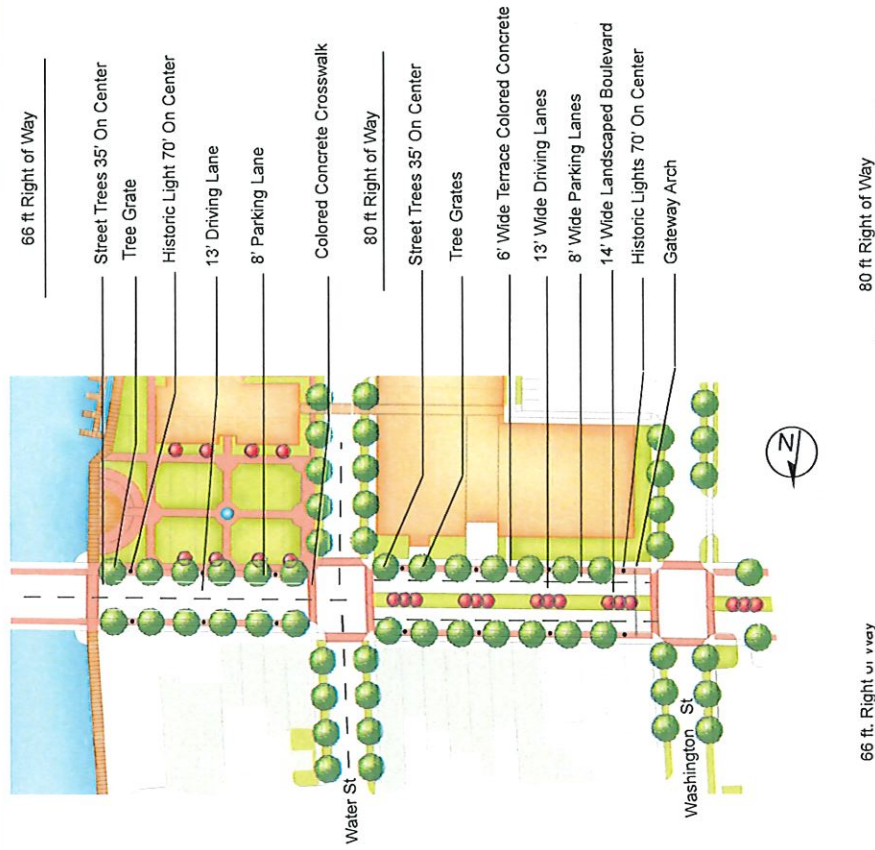
Note: Budget does not include demolition, street and utility construction, design/engineering and contingency.

### BUDGET ESTIMATE:

Contributions will take the form of grants/loans and levy

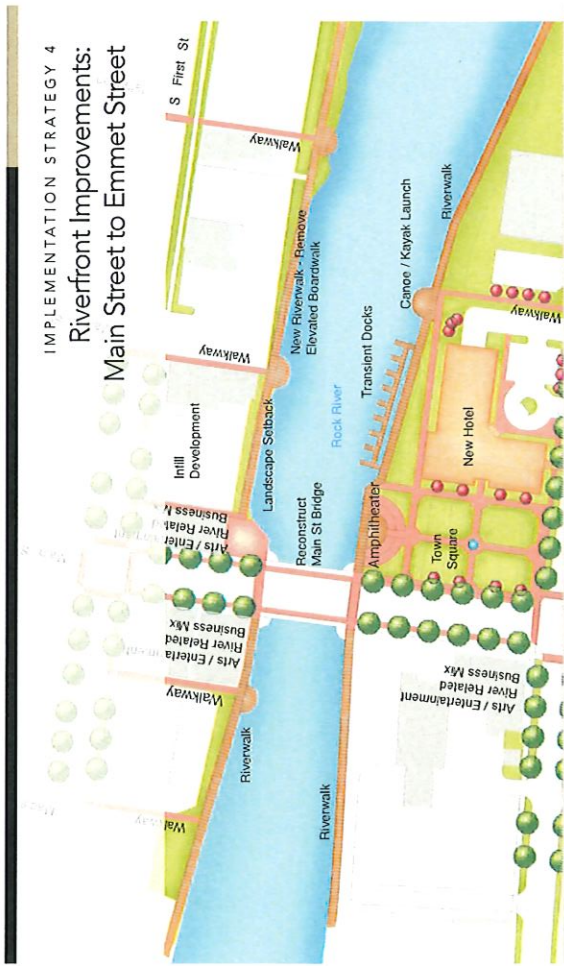


REDEVELOPMENT RESOURCES



Section 3, Item C.





IMPLEMENTATION STRATEGY 4  
Riverfront Improvements:  
Main Street to Emmet Street

**TRANSIENT DOCKS**  
\$55.61 for truss system floating dock (wood decking) with 10 - 3' x 15' finger docks @ 45 SF x \$55 = \$2,475 (round up \$2,500). Head pier 8' x 125' = 1000 sf x \$55 = \$55,000. The head pier should be 8' wide for stability of the system but could be 6' wide since this will be mostly for small watercraft i.e. canoes. Overall cost would be \$25,000 (fingers) + \$55,000 (head pier) = \$80,000 for floating docks + 40' gangway @ \$20,000 = \$100,000.  
A conservative number for anchorage would be \$125,000. That will allow for 1 pile per interior finger and 2 per outer finger docks which will be needed for the river velocity in Watertown. Piles should be in the \$10,000 each range. That is for keeping the system in water all year round. If it is removed during winter then you could reduce the cost, no more than 30%.

**SUBTOTAL TRANSIENT DOCKS = \$225,000.00**

**AMPHITHEATER**  
Riverfront amphitheater approximately 60' diameter half circle with 8 seating steps.  
SUBTOTAL AMPHITHEATER = \$150,000.00 allowance

**RIVERWALK**  
350' long, 10' wide paver riverwalk with railing, lighting and furnishings  
Riverwalk (colored concrete pavers) = 3500sf x \$15.61 = \$52,500.  
Railing = 350lf x \$140/lf = \$49,000.  
4 Lights @ \$7,500 ea. = \$30,000.  
4 benches @ \$750 ea. = \$3,000.  
Landscaping = \$5,000 allowance  
SUBTOTAL RIVERWALK = \$135,000.00

**TOTAL RIVERFRONT IMPROVEMENTS = \$570,000.00**  
Note: Budget does not include demolition and clearing, site preparation, shoreline reconstruction, design/engineering and contingency.

**BUDGET ESTIMATE:**  
Contributions will take the form of grants, loans and levy

**TRANSIENT DOCKS: \$225,000.00**

**SUBTOTAL AMPHITHEATER: \$150,000.00 allowance**

**SUBTOTAL RIVERWALK: \$135,000.00**





# Riverfront Redevelopment Recommendation: Main Street Town Square

Development of green space in the form of creating a "Main Street Town Square"



**Redevelopment Objective(s):**  
**Green space addresses several guiding principles including**

- Attracting people into the downtown
- Eliminating blighting (underutilized) influences
- Repurposing waterfront property.

**Investment Level:**

Impact level investment. Although a Town Square can be thought of as an Impact investment, when implemented with other impact or transformative investments, it can change the entire character of the downtown.

**Activity Description:**

Development of the proposed Town Square will require acquisition of all the commercial properties on the (south side of the) 100 block of West Main Street from the Rock River to Water Street. Through preparation and approval of a Redevelopment Plan, all buildings (businesses and residential persons) would be acquired and re-

located from their current location. Once acquired, buildings would be demolished; environmental remediation would be undertaken, followed by preparation/construction of public open green space.

The Town Square will offer a visual contrast with the urban environment and will provide the city with a downtown venue for events, festivals, fairs, concerts, weddings, parades, programming space for most all community activities including the library and provide vastly improved access to the waterfront.

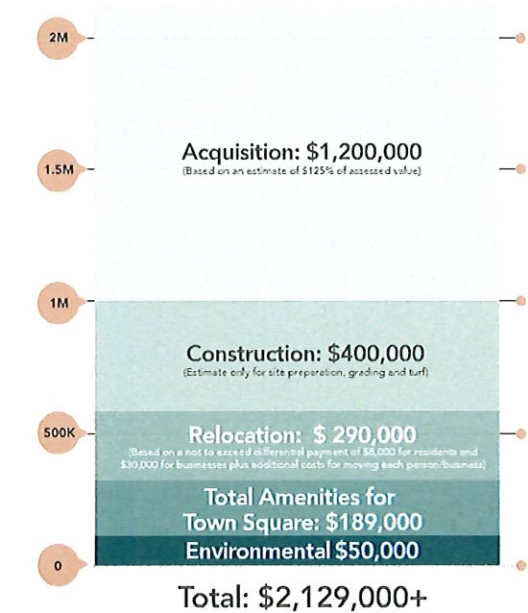
**Sources of Funding:**

TIF, levy, private contributions and state and federal grants.

**Implementation:**

Preparation of a city Redevelopment Plan (Wis Stats Ch. 66) and a Relocation Plan (submitted to the Wisconsin Department of Administration). Procure A/E contracts for site planning and design.

**CITY BUDGET ESTIMATE:**



REDEVELOPMENT RESOURCES



# Redevelopment Recommendation: Hotel Development Development of a Downtown Hotel



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## Redevelopment Objectives: A proposed downtown hotel is intended to meet objectives directly related to:

- Attracting people
- Eliminating blighting influences
- Re-purposing waterfront property
- Ensuring the highest and best use of property
- Creating tax base
- Providing meeting and event space

## Investment Level:

A Transformative Investment. Proposed hotel with associated public parking will dramatically improve the appearance, energy and economy of the downtown.

## Activity Description:

Hotel development includes construction and operation of a new 75 room boutique hospitality property located south of Main Street and east of Water Street along the Rock River, immediately south of the proposed town square. A hotel would serve the city as a downtown anchor providing benefit not

only as a banquet, event and meeting facility but offer "centerpiece vitality" to the entire downtown and community.

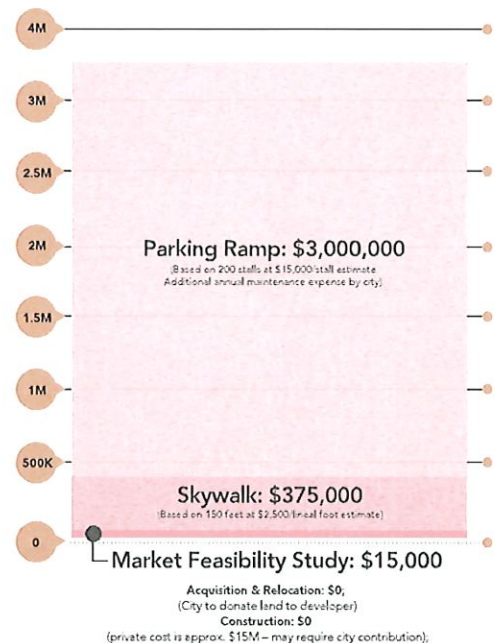
Two related developments are necessary to hotel development. It would be necessary for the town square and an adjacent parking structure to be developed in conjunction with a proposed hotel. The proposed hotel location is predicated upon the town square becoming the hotel's front yard (so as not to view the rear of the existing commercial properties along Main Street). In addition an approximate 200 stall parking structure would serve the hotel as well as library patrons and general public for events on the Square.

## Sources of Funding:

TIF Increment; CDA Loan; Room tax revenue, State/federal grant(s), levy and parking revenues.

Implementation next steps: Although market indicators are favorable, a formal market study is recommended. Hotel 10-year proforma is located in the appendix

## CITY BUDGET ESTIMATE:





# Watertown Downtown/Riverfront Redevelopment Initiative Recommendations Summary

Activity		Minimal Investment for City	Small Scale Investment	Mid level investment	Large Scale Investment
SMALL SCALE RECOMMENDATIONS					
RS1	Define the river at the bridge		•		
RS2	Light the bridges		•		
RS3	Selectively remove vegetation	•			
RS4	Add historic lighting		•		
RS5	Construct kayak/canoe launches			•	
RS6	Install interpretive sign with map		•		
RS7	Create the "Heart of the River"		•		
DS1	Enforce City Ordinances	•			
DS2	Create uniform sign guidelines	•			
DS3	Expand historic mural program	•			
DS4	Improve parking signage		•		
DS5	Install trailblazer signage		•		
DS6	Evaluate one-way street configuration	•			
DS7	Provide bicycle racks		•		
DS8	Install streetscape			•	
DS9	Encourage sidewalk utilization	•			
DS10	Recruit arts & entertainment business	•			
DS11	Help downtown businesses	•			
IMPACT SCALE RECOMMENDATIONS					
RI1	Construct walkways to riverfront			•	
RI2	Implement storm water management program		•		
RI3	Redevelop low value uses on riverfront			•	
RI4	Reconstruct Main Street Bridge				•
DI1	Construct entrance feature			•	
DI2	Eliminate blight		•		
DI3	Create commercial rehabilitation program			•	
DI4	Reconstruct Main Street				•
DI5	Expand downtown parking				•

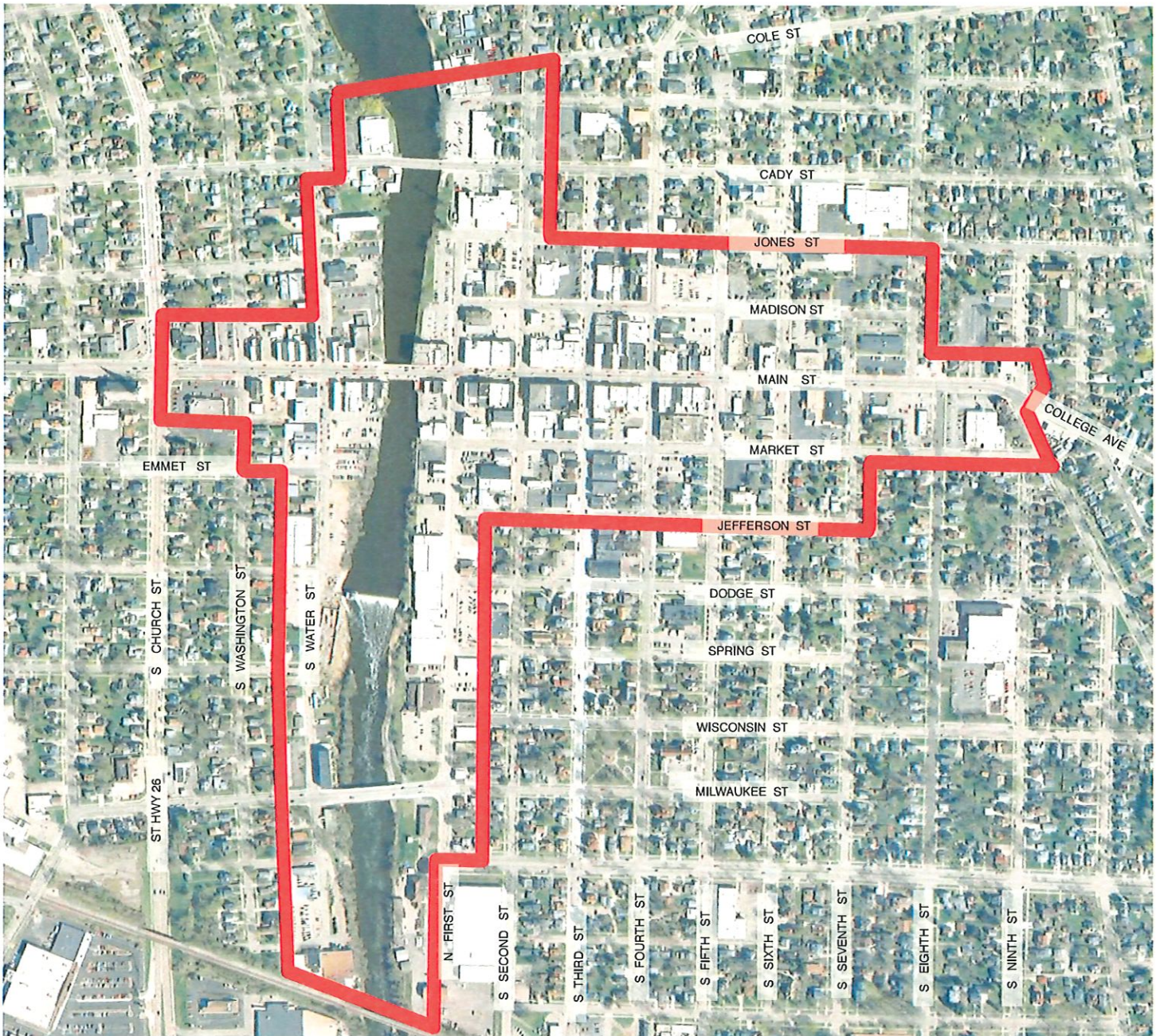


Activity		Minimal Investment for City	Small Scale Investment	Mid level investment	Large Scale Investment
<b>TRANSFORMATIVE SCALE RECOMMENDATIONS</b>					
RT1	Redevelop west side of river at Main Street				•
RT2	Create a Town Square				•
RT3	Develop the river walk				•
DT1	Develop a downtown hotel				•
DT2	Redevelop 207-209 Main Street				•
<b>ORGANIZATIONAL STRUCTURE RECOMMENDATIONS</b>					
OS1	Review staffing at all levels	•			
OS2	Initiate financial review	•			
OS3	Create TIF District #6		•		
OS4	Conduct strategic planning workshop w/ CDA board	•			
OS5	Retain Redevelopment Resources for ongoing work with CDA and plan implementation			•	
OS 6	Create separate housing and development divisions of CDA	•			
OS7	New development division outsourced		•		

# Appendix



## Appendix 1 • Downtown Boundry Map





# Appendix 2



## WATERTOWN CENTRAL BUSINESS DISTRICT COMMERCIAL REHABILITATION PROGRAM POLICY

**Purpose:** The Watertown Commercial Rehabilitation Program is a loan program designed to stimulate rehabilitation and redevelopment of commercial real estate within downtown Watertown.

**Type of Funding:** The program provides low interest loans to be administered by and subject to approval from the Community Development Authority. Loans shall be offered as funding is available. Funds shall be maintained and monitored by the City Treasurer. Rehabilitation projects shall be completed in accordance with guidelines as outlined in Federal Historic Standard for Rehabilitation and comply with applicable city codes and ordinances.

**Financing Terms:** Financing assistance shall be made as loans with a 15 year amortization schedule, at 1.5% interest rate, deferred for 1 year repayable in the next 6 years, with a balloon payment (of all accrued interest and remaining principal) to be paid at the end of year 7. A promissory note shall be executed by and between the City and the borrower and final estimated value of the rehabilitated building shall support all existing debt. A mortgage, usually in a subordinated position behind a commercial loan, shall secure the city's interest in the property. Loan terms may be negotiated under special circumstances and approval of designated staff and CDA.

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

**Program Boundaries:** Eligible properties include those which are within and are immediately adjacent to \_\_\_\_\_. Other Economic Development Commercial Facade projects outside this area will be considered on a case-by-case basis.

**Application Process:** Applications are reviewed on a first-come, first-served basis. An application fee of \$50.00 will be received from the applicant before CDA/City staff and consultant advisors can process the application.



Appendix 3



CITY OF WATERTOWN  
COMMERCIAL REHABILITATION  
PROGRAM APPLICATION

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

Applicant name \_\_\_\_\_

Address \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Property Owner(s) \_\_\_\_\_

Project Address \_\_\_\_\_

Scope of Work to be Undertaken: (can attach contractor estimates, if available)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Estimated Timeframe for Project Completion:

Property Mortgage Holder(s):

I certify that the information in this application is correct and accurate to the best of my knowledge.

\_\_\_\_\_  
Applicant Date

Economic Development Committee Review

\_\_\_\_\_  
Signature Date

☐ (check if box is reviewed) ☐ (check box if recommendations)

# Appendix 4 HOTEL PROFORMA

Section 3, Item C.

INVESTMENT PROFORMA OPERATING STATISTICS											
	2016	2017	2018	2019	2020	2021	2022	2023			
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8			
Rooms Available	75	75	75	75	75	75	75	75			
Occupancy	75%	70%	72%	73%	73%	73%	73%	73%			
Rooms Occupied	17,794	19,163	19,710	19,984	19,984	19,984	19,984	19,984			
Average Rate	\$ 128.00	\$ 134.40	\$ 139.80	\$ 144.00	\$ 148.30	\$ 152.70	\$ 157.30	\$ 161.00			
Rev/PKR	\$ 83.20	\$ 94.08	\$ 101.00	\$ 105.00	\$ 108.00	\$ 111.00	\$ 115.00	\$ 118.00			
Revenue	\$ 2,277,600	\$ 2,575,440	\$ 2,755,458	\$ 2,877,600	\$ 2,963,590	\$ 3,051,519	\$ 3,143,441	\$ 3,217,384			
Rooms	106,763	119,574	127,295	132,935	136,923	141,031	145,262	149,619			
Danquet & Catering Revenue Commissions on space/ revenues (net)	4,448	4,982	5,304	5,539	5,705	5,876	6,053	6,234			
Telephone	50,000	50,000	50,000	54,500	54,500	54,500	59,405	59,405			
Restaurant Lease (2,500 sf @ \$20.00 per year 1) net, net (3% annual increase adj. every 3 yrs)	142,350	159,452	169,727	177,247	182,564	188,041	193,682	199,493			
Other Departments	\$ 2,381,181	\$ 2,905,428	\$ 3,107,780	\$ 3,247,881	\$ 3,343,282	\$ 3,440,966	\$ 3,547,835	\$ 3,652,135			
Total Revenue	\$ 2,381,181	\$ 2,905,428	\$ 3,107,780	\$ 3,247,881	\$ 3,343,282	\$ 3,440,966	\$ 3,547,835	\$ 3,652,135			
Departmental Expenses											
Rooms	587,194	594,996	633,415	664,690	687,954	706,593	729,851	751,746			
Telephone	13,344	14,946	15,912	16,617	17,115	17,628	18,159	18,702			
Other Departmental Expenses	80,072	89,249	95,012	103,193	108,262	114,289	120,478	126,762			
Total Departmental Expenses	\$ 680,610	\$ 799,191	\$ 844,339	\$ 874,500	\$ 899,331	\$ 931,510	\$ 968,508	\$ 1,006,210			
Total Departmental Profit	\$ 1,700,571	\$ 2,106,237	\$ 2,263,441	\$ 2,373,381	\$ 2,443,951	\$ 2,509,456	\$ 2,579,327	\$ 2,645,925			
Undistributed Operating Expenses											
Administrative & General	307,500	318,263	329,402	340,931	352,863	363,449	374,353	385,383			
Marketing	300,000	310,500	321,368	332,615	344,257	355,585	366,222	376,179			
Franchise Fee (4.0% of GRR)	91,104	103,018	110,218	115,106	118,544	122,061	125,738	128,695			
Utility Costs	133,453	148,749	158,354	166,173	171,989	177,148	182,463	187,937			
Property Operations & Maintenance	112,500	116,438	120,513	124,731	129,096	132,969	136,958	141,067			
Total Undistributed Expenses	\$ 944,557	\$ 996,967	\$ 1,039,842	\$ 1,079,556	\$ 1,116,249	\$ 1,150,212	\$ 1,184,731	\$ 1,219,461			
Gross Operating Profit	\$ 955,994	\$ 1,212,270	\$ 1,323,599	\$ 1,393,825	\$ 1,418,271	\$ 1,459,245	\$ 1,505,624	\$ 1,559,464			
Management Fees	77,435	87,283	93,234	97,436	100,298	103,229	106,435	108,964			
Income Before Fixed Charges	\$ 878,559	\$ 1,125,987	\$ 1,230,365	\$ 1,296,389	\$ 1,317,973	\$ 1,356,016	\$ 1,399,189	\$ 1,420,500			
Property Taxes	90,000	91,800	93,606	95,509	97,419	99,307	101,355	103,382			
Insurance	37,500	38,813	40,171	41,577	43,032	44,323	45,653	47,022			
Reserve for Replacement	25,812	26,810	27,810	28,815	29,815	30,815	31,815	32,815			
Total Fixed Charges	\$ 153,312	\$ 157,423	\$ 161,587	\$ 165,901	\$ 170,266	\$ 174,455	\$ 178,823	\$ 183,215			
Income Available For Debt Service	\$ 725,247	\$ 968,564	\$ 1,068,778	\$ 1,130,488	\$ 1,147,707	\$ 1,181,561	\$ 1,220,366	\$ 1,237,285			
Debt Service :	\$ 485,000	\$ 485,000	\$ 485,000	\$ 485,000	\$ 485,000	\$ 485,000	\$ 485,000	\$ 485,000			
(5% 700,000, 5.0%, 10 yr, 25yr Amortization thereafter)	\$ 485,000	\$ 485,000	\$ 485,000	\$ 485,000	\$ 485,000	\$ 485,000	\$ 485,000	\$ 485,000			
Net Cash Flow	\$ 240,247	\$ 483,564	\$ 583,778	\$ 645,488	\$ 662,707	\$ 696,561	\$ 735,366	\$ 754,285			



# HARTFORD

## *Downtown Opportunity Analysis*

### & STRATEGIC DEVELOPMENT PLAN



ADOPTED: FEBRUARY 9, 2016



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Connections to Improve Access & Highlight Amenities	14
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Plan prepared by Vandewalle & Associates, Inc. through funding provided by the Hartford Area Development Corporation, Downtown Hartford Business Improvement District, Hartford Area Chamber of Commerce, and First National Bank. Direction for plan development was provided by a project steering committee comprised of:

- Tom Hostad, Executive Director, Hartford Area Development Corporation
- Karin Buhle, Executive Director, Downtown Hartford Business Improvement District
- Justin Drew, Hartford City Planner & Director of Community Development Authority
- Scott Henke, Executive Director, Hartford Area Chamber of Commerce
- Tim Purman, President, First National Bank of Hartford
- Nate Schlotthauer, Investment Advisor Representative, First National Bank of Hartford



*This document was produced by Vandewalle & Associates*



# WHAT IS AN OPPORTUNITY ANALYSIS?

## *Introduction*

Vandewalle & Associates was hired in July 2015 by the Hartford Area Development Corporation in partnership with the Hartford Area Chamber of Commerce, Downtown Hartford Business Improvement District (BID), and the First National Bank of Hartford to build off past planning efforts and identify and prioritize economic development project opportunities in Downtown Hartford and portions of the Highway 60 corridor.

Development in Downtown Hartford should focus on stimulating economic growth, business development, and ongoing growth, improving connections in and to Downtown, and shining a light on Downtown Hartford as an attractive place for all generations to live, work, and play.

This Strategic Development Plan builds off the 2013 Downtown Hartford Revitalization Plan completed by Master of Urban Planning graduate students at the University of Wisconsin-Milwaukee (UWM) and commissioned by the Downtown BID. The study cataloged a number of improvements and potential catalytic projects for the City to consider as future Downtown development is planned and suggested public improvements including wayfinding and streetscape enhancements.

The 2013 UWM Plan was an important impetus for business leaders, civic leaders, and community stakeholders to deepen discussions on how to accomplish and build on the findings from the study. Resulting from these dialogues, the Hartford Area Development Corporation made the decision to engage professional services from an established urban planning and economic development firm. The results of those services from Vandewalle & Associates are contained within this document.

## *Project Purpose*

Despite geographic advantages such as proximity to Milwaukee and access to the agricultural labor force, Hartford has experienced challenges due to economic factors such as the Great Recession, labor market competition, aging housing stock, and business migration from the historic Downtown core. These factors all create instability and uncertainty in various segments of the economy. Over the last 8 to 10 years major employers in Hartford have identified increasing difficulty attracting and retaining the necessary labor force to continue their growth. Simultaneously, Downtown has experienced a reduction in the diversity of shopping options and difficulty filling vacant storefronts.

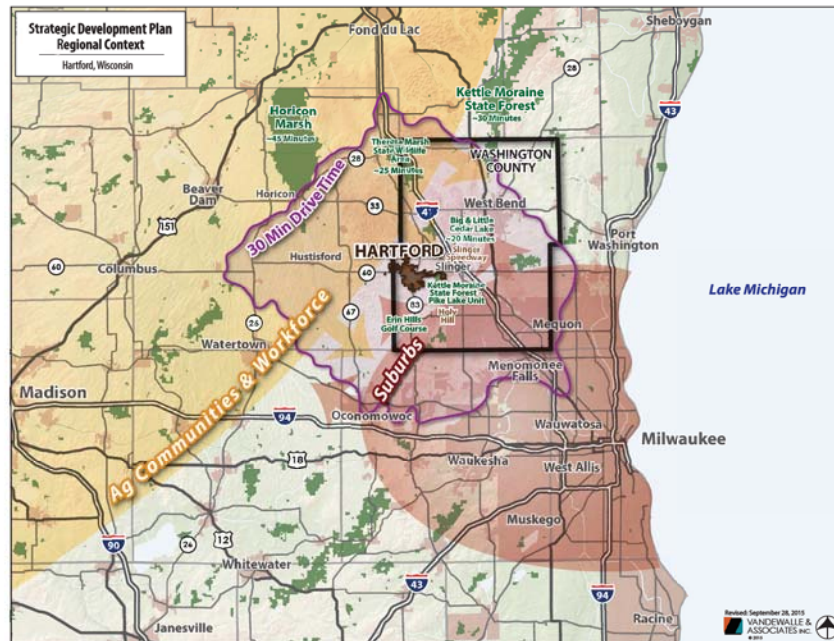
The goal of this project is to kick-start development in and around Downtown through the identification of key redevelopment and catalytic projects. From the beginning, the Steering Committee has emphasized the need to have something more than “just another plan”. As a result, this document is designed to serve as an action-oriented Strategic Development Plan focused on an overarching development vision as well as specific projects to advance Downtown Hartford development.

Specifically, the Strategic Development Plan seeks to:

- Develop an understanding of Downtown’s assets and opportunities
- Forge a path for redevelopment through specific priority projects
- Offer livability enhancement strategies, such as connections and streetscape improvements
- Guide the City and other project partners to move forward with key identified sites
- Identify potential resources to implement the Plan



# COMMUNITY ASSETS, OPPORTUNITIES & POSITION



Located 45 minutes northwest of Milwaukee, WI and 30 minutes Southeast of Horicon, WI, the City of Hartford, WI is situated in a unique geographic location allowing the community to self-identify apart from the edge suburbs of Metropolitan Milwaukee. Hartford is able to capitalize on the immense labor resources and ingenuity of the agriculture communities to the Northwest, the pool of professional talent in the Milwaukee Metropolitan area, and executive leadership living in the Lake Country area around Pewaukee, Delafield,

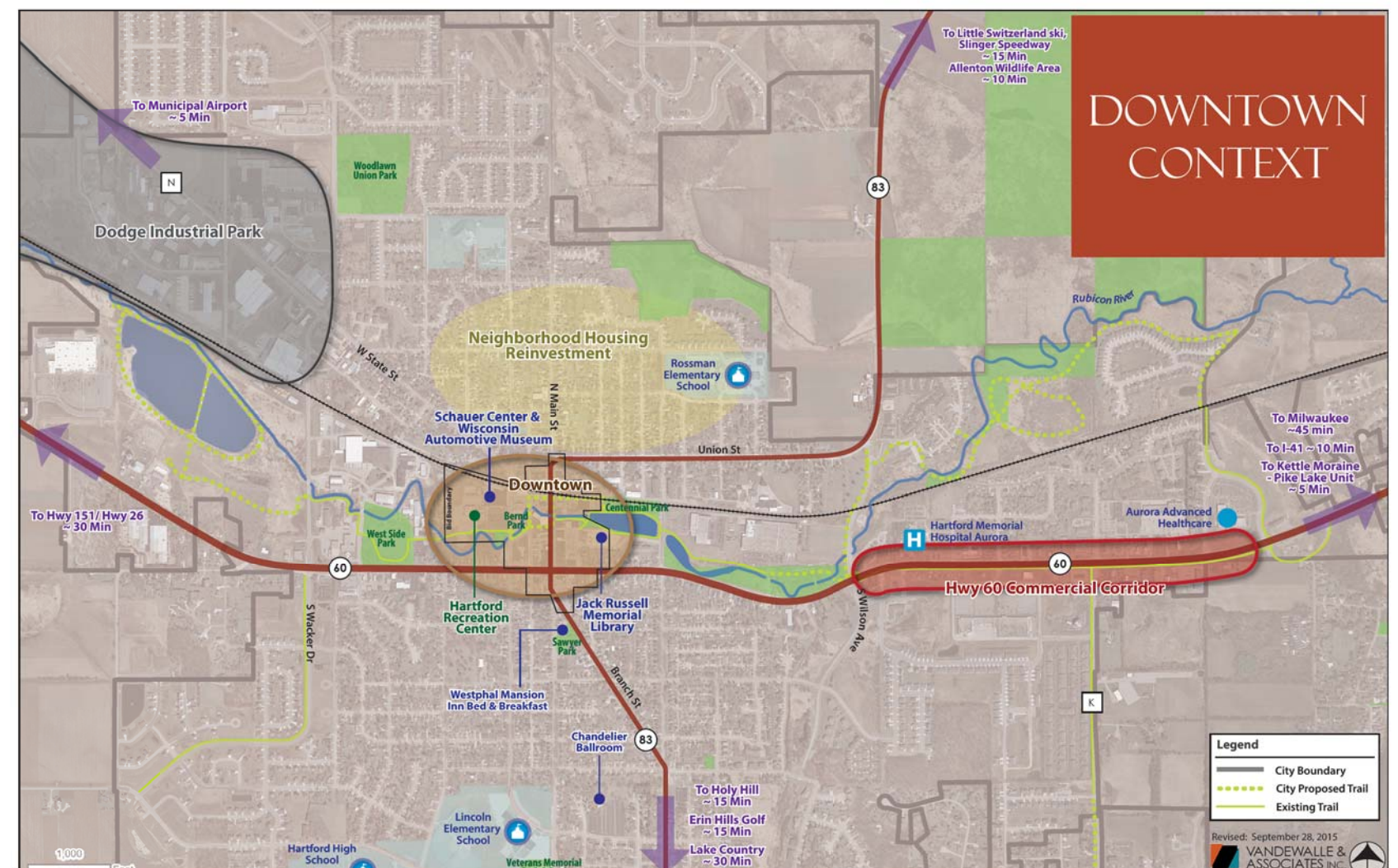
Hartland, and Dousman. The City maintains significant assets that can be capitalized upon as part of strategic redevelopment and investment activities, including:

- **Regional Position** between Metropolitan Milwaukee and the agriculture heartland
- **Major industrial employers**, with a commitment to long term growth in Hartford
- **Skilled workforce** with skilled labor to the north and west and professional talent to the south and east
- **High quality historic building stock, infrastructure, and industrial history** throughout Downtown and the immediate vicinity
- **Unique shops and regional destinations** at the core of Downtown

Hartford is more than just a bedroom community. The City is home to over 60 industrial employers and accounts for 14.5% (7,855 jobs) of the total employment base in Washington County despite a population of less than 15,000 residents. A significant number of the employment base in Hartford (22.3%) are industrial/manufacturing employment for companies ranging from secondary product suppliers such as Helgesen Industries and Steel Craft Corporation to end product manufacturers such as Broan Nu-Tone and Sno-Way International. According to wage data and interviews with major employers shift workers and salaried and commissioned employees make equivalent to or more than the regional and state averages for similar work.

Downtown Hartford as defined from State Highway 60 to the South to N Rural Road on the west to State Street on the North to 4th Street on the east is notable for its quality building stock and unique small businesses. In this area alone there are over 100 businesses ranging from restaurants, arts and entertainment venues, shopping destinations, professional services, and more. Overall, the Downtown building inventory is high quality and defined by a strong central corridor with a continuous fabric of building façades along Main Street. The vacancy rate of less than 15% indicates that rents are affordable and entrepreneurs are still interested in Downtown storefronts. This building stock and business mix provides a firm foundation to build a business recruitment strategy and identify catalytic projects to stimulate development and economic activity Downtown. Above Downtown storefronts there are a mix of affordable apartments and small offices. Many of these spaces are in need of renovation and updates to bring them in-line with the tastes and preferences of contemporary Downtown tenants.

Complementary to the locally owned Downtown businesses are several larger regional destinations. Some of these include the Schauer Arts Center, The Wisconsin Automotive Museum, and the Mineshaft Restaurant. All of these destinations draw tens of thousands of visitors from outside Hartford to Downtown. Often, when these visitors come to Hartford they make their planned stop then promptly leave. There is significant potential to attract these

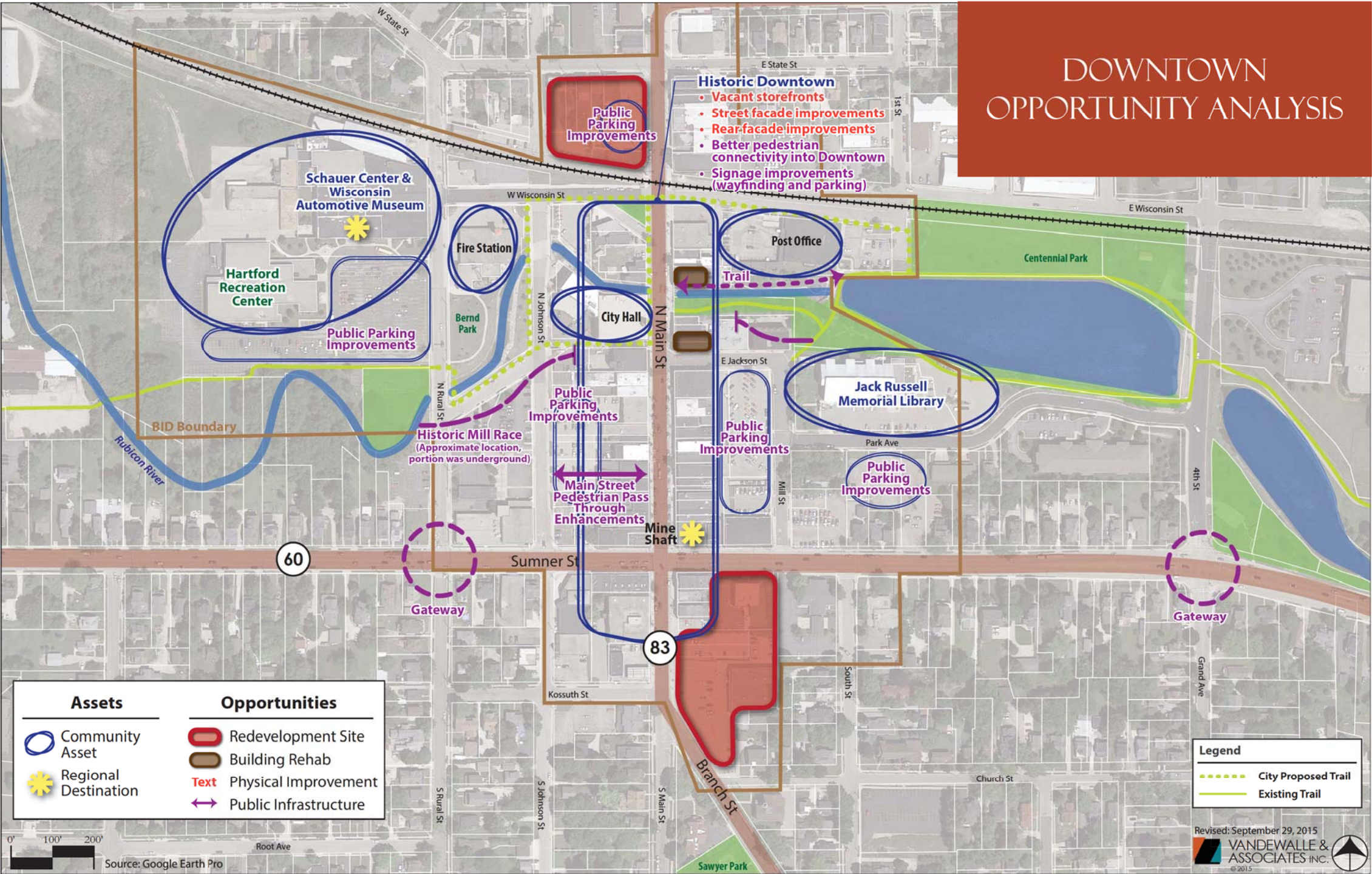




visitors and their dollars to Downtown by promoting all there is to offer when visiting Hartford. This means turning a single destination trip of a few hours into a day trip where visitors tour Downtown, stop into local restaurants and shops. As an example of the purchasing power from outside visitors, if 20% of the Mineshaft’s annual customer total were stimulated to spend 10% of their bill in Downtown this would result in an estimated annual net increase of \$1.1 million in economic activity Downtown.

There are many opportunities to build on the existing assets of Downtown as well as to improve other areas.

Improving pedestrian and automotive wayfinding signage, public parking orientation and options, Downtown connectivity, housing choices, and programmed activities are all ways to enhance the appeal of Downtown. Identifying sites for redevelopment and new investment will allow decision makers to better connect with the development community to clearly communicate the opportunities present in Downtown Hartford. These new opportunities will serve to bolster the important businesses that already call Downtown Hartford home. The adjacent map locates these assets and illustrates redevelopment and renovation opportunities.







## THE DOWNTOWN PLAN

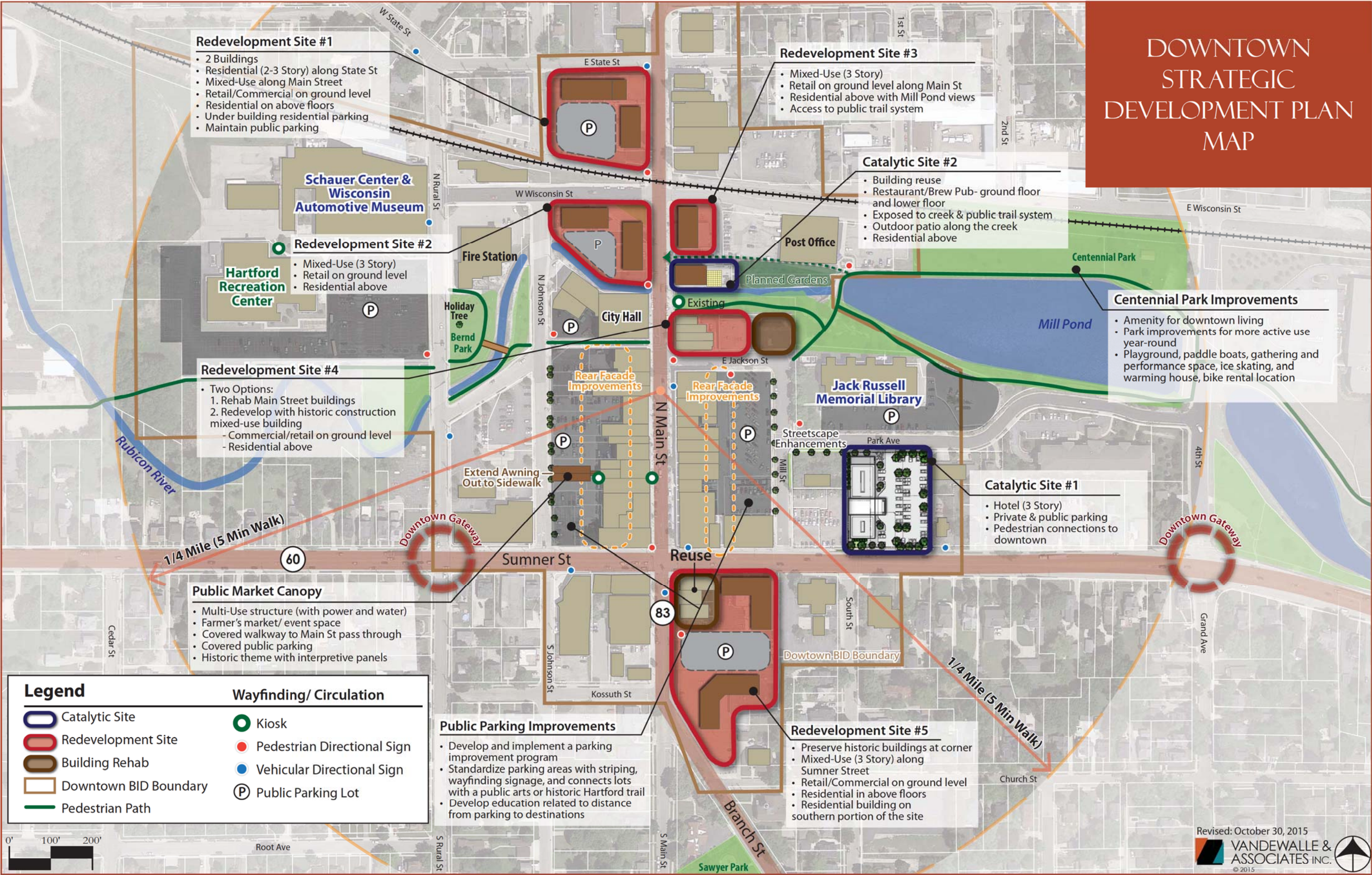


## ADVANCING DOWNTOWN HARTFORD - THE STRATEGIC DEVELOPMENT PLAN

*Downtown Hartford is home to a number of thriving local businesses and several regional destinations.*

The Downtown Strategic Development Plan Map provides a detailed framework for the spatial relationship between the identified assets and opportunities and lays the foundation for how each piece fits together. It emphasizes the key features and assets of Downtown Hartford and shows several catalytic development sites and multiple redevelopment opportunities. The Map displays existing assets—such as the strong core of locally owned businesses along Main Street and regional destinations—alongside opportunities to build on and strengthen those assets through improvements such as branding efforts, pedestrian and automotive connectivity and wayfinding, and business development efforts. This is a powerful tool to communicate important connections between different development pieces to civic leaders and decision makers.









CATALYTIC SITE 1



Example of historic mill-type architecture

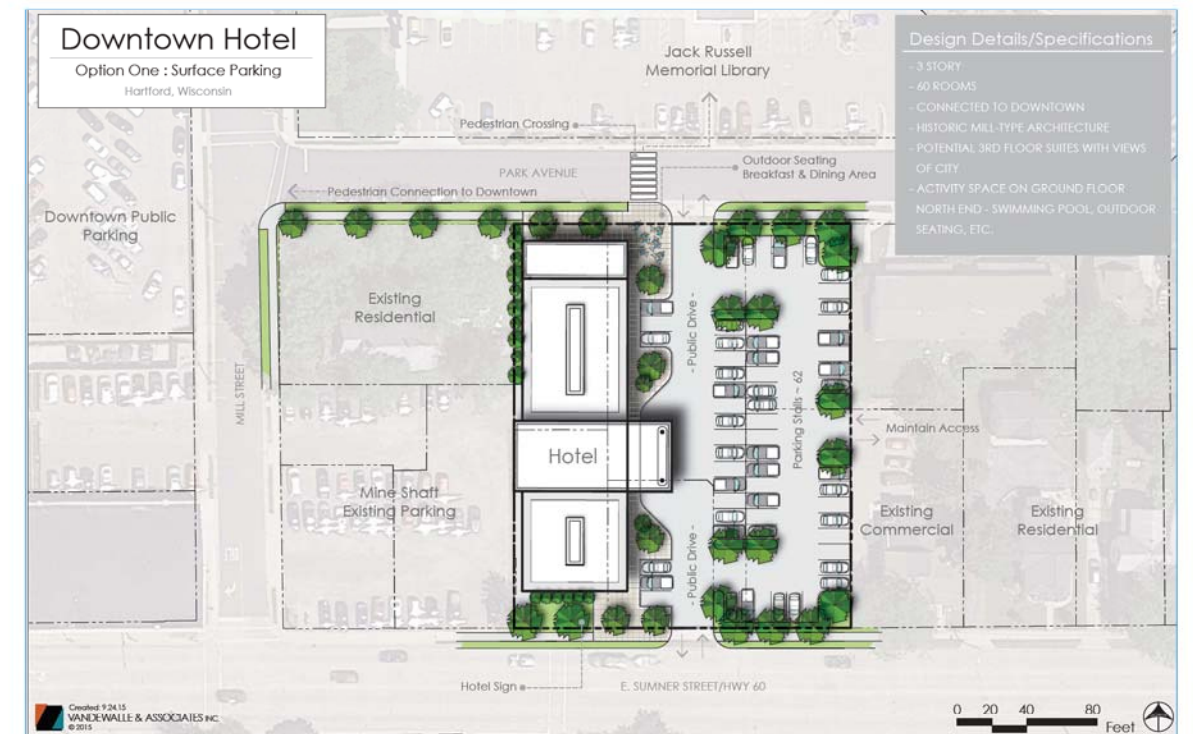


Example of mill-type architecture hospitality facility

## REDEVELOPMENT AS CATALYST FOR ECONOMIC GROWTH

### *Hotel, Catalytic Site #1*

currently provides limited economic activity on high value land at the southeastern edge of Downtown. Development of a 3-story hotel with on-site public and private parking, conference facilities, optional north facing suites, and pedestrian connections to Downtown will meet an identified need for employee accommodations by local industrial employers and provide Downtown lodging options for visitors. Siting a hotel at Catalytic Site #1 puts guests within walking distance of dozens of local shops, restaurants, and arts and entertainment venues.





CATALYTIC SITE #1  
DOWNTOWN HOTEL





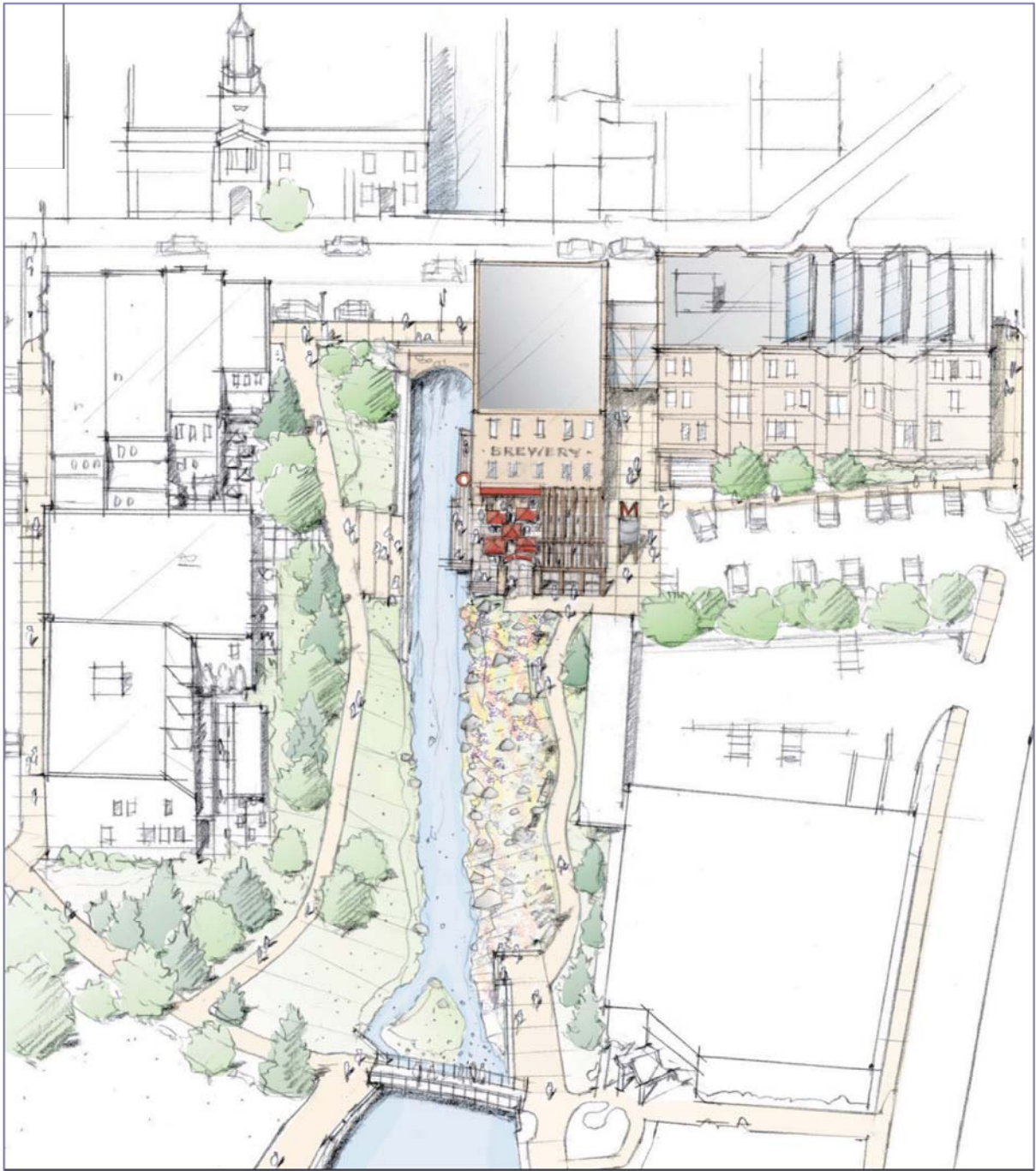


CATALYTIC SITE 2

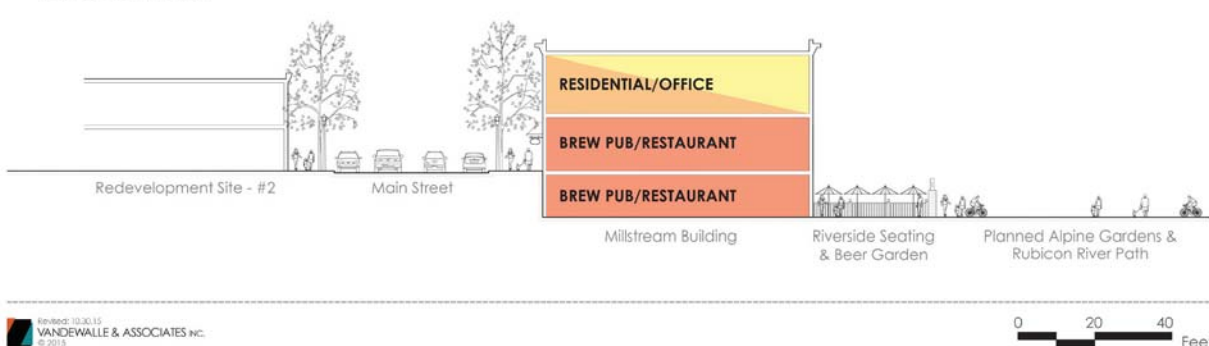


Millstream Building,  
Catalytic Site #2

is a historic building along the Rubicon River with strong potential to act as a catalyst for economic growth both on-site and at adjacent properties. The Millstream Building provides an opportunity to attract new commercial tenants and provide new housing options Downtown. Taking advantage of the proximity to the Rubicon River, the Millstream is an ideal setting to house a brew pub and restaurant as an anchor with a mix of commercial and residential uses on the other floors. Patrons visiting the brewpub will be given a genuine experience due to the building’s historic architecture and significance. The City’s industrial past and brewing history are significant historical capital to capture in future development. In addition to history, the natural grade creates a unique feature to put patrons at river level. With truly unique views of the historic mill arch and the planned alpine garden along the Rubicon to the east, the Millstream catalytic project is sure to pique interest in other adjacent redevelopment sites.



Catalytic Site - #2  
Building South Elevation





CATALYTIC SITE #2  
RESTAURANT/ BREW PUB &  
RESIDENTIAL





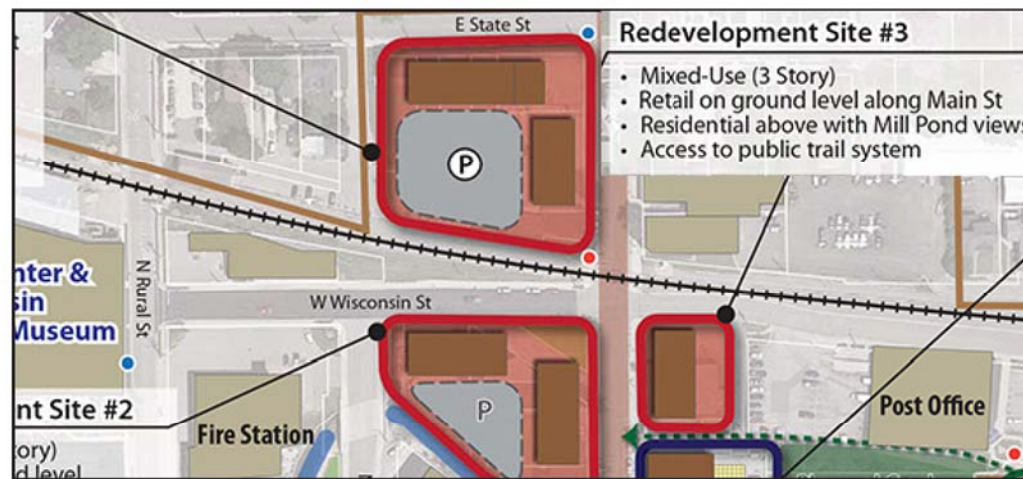
## OTHER REDEVELOPMENT SITES



*North Bookend, Redevelopment Site #1* provides the opportunity to work with a handful of property owners to assemble eight different parcels. Identified in the 2013 UWM Study, the North Bookend presents an opportunity to create mixed-use development with storefronts, townhomes, and apartments. The site presents some connectivity, utility, and right-of-way challenges that may require help from the City of Hartford in order to attract a private developer. Redevelopment of the North Bookend redevelopment may provide new workforce housing options and improve the quality of the street-level storefronts on the northern edge of Downtown.



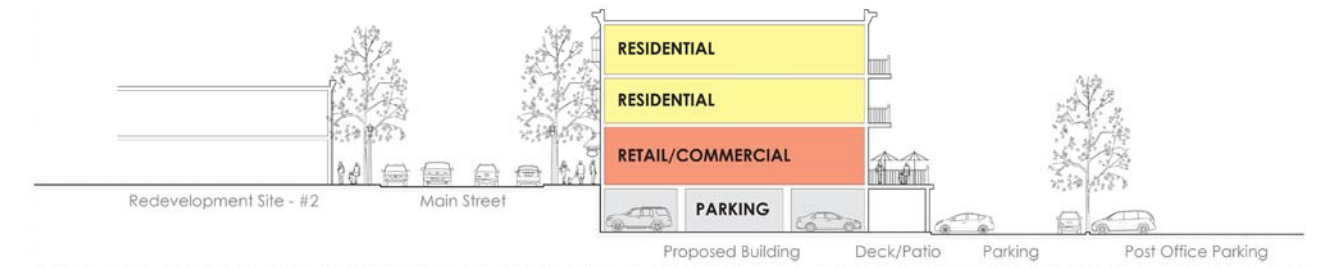
*Redevelopment Site #2 at the intersection of Wisconsin and Main Streets* presents an opportunity to revitalize an underutilized corner of Downtown. The site presents several challenges to the current use including the presence of a blighted structure, the grade change from east to west, and the configuration of the current intersection. Future development opportunities of a mixed-use building with commercial first floor and apartment housing above will require the site to be cleared and reconfigured to provide river views.



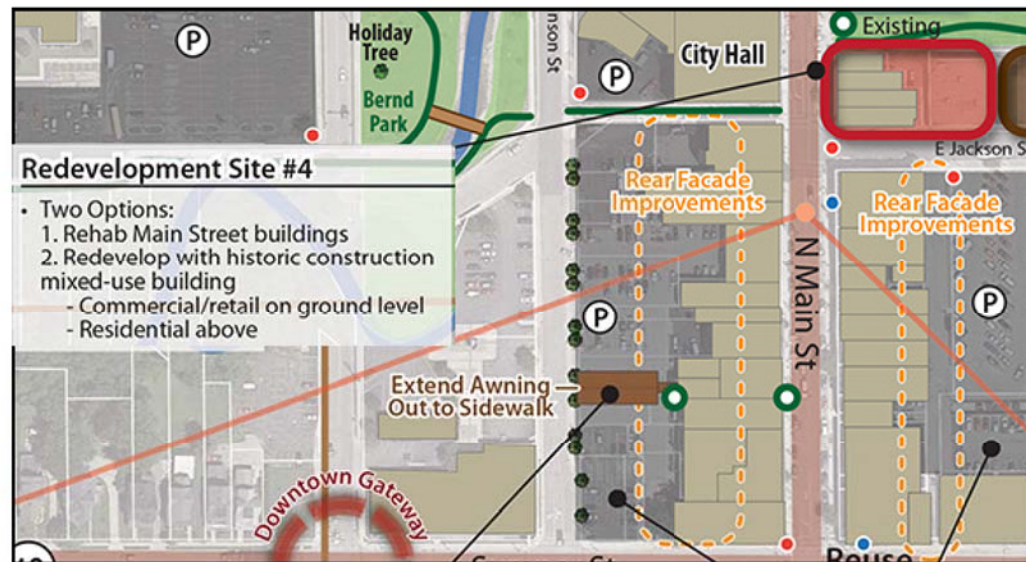
### *Redevelopment Site #3*

is suitable as a second phase of the Millstream catalytic project to provide Downtown housing options for young professionals and/or empty-nesters. First story retail is maintained while second and third story housing options are added with a unique view of the Mill Pond and alpine rock garden and an opportunity for new trail access. Redevelopment Site #3 creates continuity in the building fabric, mixing historically inspired new construction with the existing historic architecture of the Millstream Building. Any redevelopment plans for site #3 will require a detailed relocation strategy for current tenants and potentially an option for them to reoccupy newly developed first floor commercial space.

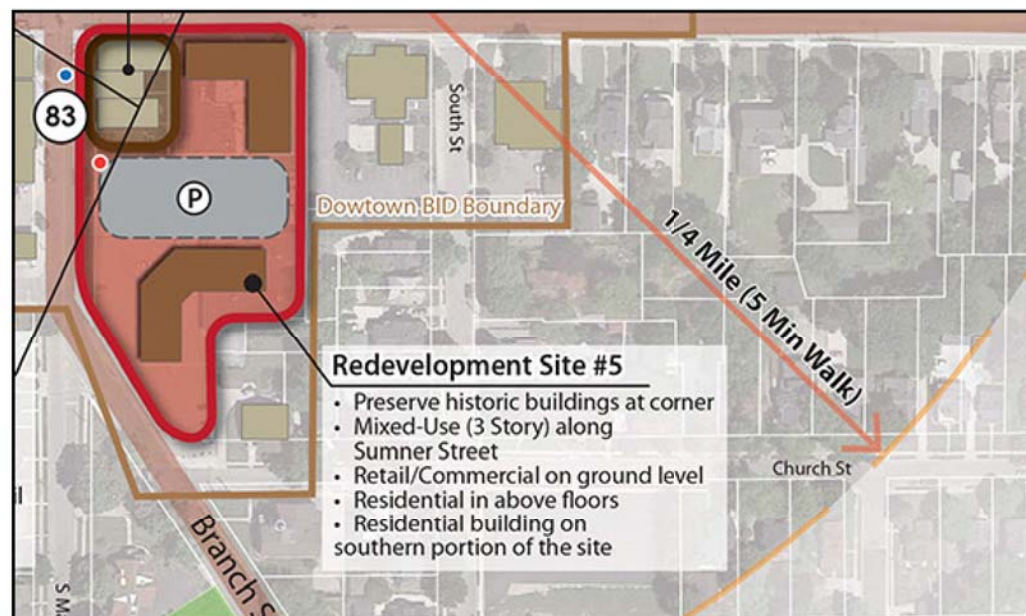
Redevelopment Site - #3  
Building South Elevation







*Redevelopment Site #4* presents an opportunity for rehabilitation or redevelopment with historic construction. Of the four buildings identified on the site, the Mole Hole and building to the north have historic significance. This presents the option to incorporate the historic façade into the construction of a new building—eliminating the current concerns with its structural integrity. The other buildings at this site all present considerable challenges for businesses due to their size, current state, and poor quality façades. Redevelopment as mixed-use commercial and residential makes the storefronts viable again and provides desirable Downtown housing options for working professionals.



*South Bookend, Redevelopment Site #5* was identified in the UWM Downtown Hartford Revitalization Plan and defines the southern edge of Downtown. The site has the potential for a mix of redevelopment and historic building rehabilitation similar to Redevelopment Site #4. Future redevelopment efforts may include multifamily residential at the south end of the site with mixed commercial and residential along Highway 60 and Branch Street. The historic building at the corner of Highway 60 and Branch Street—while in rough structural and visual shape—presents the type of rehabilitation for mixed-use housing and commercial that many young entrepreneurs and working professionals are looking for. Further exploration of the costs of rehabilitation are recommended before action is taken on any future work to the building or site.



## CONNECTIONS TO IMPROVE ACCESS & HIGHLIGHT AMENITIES



*Build on Downtown Civic Core at the heart of Downtown.* Over the last several decades Hartford has maintained many of the civic functions within Downtown stimulating trips as people visit civic buildings to pay tax bills, drop off mail, or request permits and licenses. Developing public seating and historic installations capturing Hartford's rich manufacturing past can provide increased significance and interest in Downtown's civic core. For example, providing information about the founding of Hartford in front of City Hall or putting a tribute to Hartford firefighters in front of the fire station will serve to emphasize the unique characteristics of Hartford for residents and visitors. Another opportunity is to identify and provide interpretive features depicting historic mills and factories in public spaces. These features will highlight the rich manufacturing history of the community throughout Downtown.

*Install Public Market Canopy in the public parking lot* adjacent to N Johnson Street on the west. A canopy can serve a dual purpose as an all-weather pathway that visually highlights the connection for patrons between the parking lot and the Link Building as well as a permanent feature to give the farmers market a sense of place. Solar panels could be installed on the roof to aid with power generation for public lighting and to meet some of the power needs of a farmers market. Finally, interpretive panels or images could be incorporated into the canopy celebrating Hartford's past.



*Develop an Improvement Plan for Centennial Park* that identifies programming, infrastructure, amenity, and public art additions. As a large park with a significant water feature adjacent to Downtown, Centennial Park has the potential to be a focal point of community activity. The north side of the park presents opportunity for some physical improvements and additions to stimulate community gathering and social activity. The south bank, although narrow, has programmable space along the bike path for pedestrians and bikers to stop to enjoy the Mill Pond or explore the rich history of Hartford through trailside embellishments, historical markers, and artwork. The Improvement Plan will tee up the park for year round use—considering winter activities such as ice skating as well as warm weather uses like canoeing, kayaking, and bike riding. Amenities for winter—such as a warming hut for ice skaters and an ice skate rental booth—can be flexible and incorporated into planned future facilities making them useful during the warm months as well.

*Create a Rear Facade Improvement Program* to help increase the attractiveness and functionality of the rear of Main Street buildings. With a host of back-of-building parking along Main Street rather than adjacent storefronts, it is critically important for the backs the buildings to be well maintained and functional. A rear façade improvement program should focus on developing methods to screen utility boxes and dumpsters from pedestrian view, improve rear entrance visibility through wayfinding signage and entry reconfiguration, and provide access to affordable resources to upkeep the backs of the buildings.







*Develop Downtown Branding* that provides a cohesive theme for Downtown as an entertainment, restaurant, and shopping district. A Downtown branding program will include coordination of signage, streetscaping, and a Downtown Hartford marketing campaign amongst all property owners and business tenants. The brand should capture Hartford's history, its regional context and natural amenities, and the unique offerings Downtown has for visitors and residents.

*Improve Public Parking* by making physical improvements such as reorientation of parking, resurfacing, re-striping and adding landscaping, canopy trees and designated pedestrian walkways. Another opportunity is to create a formal public parking program. Unlike many historic Downtown cores, Hartford has plentiful free public parking. The identified parking problems are associated with a lack of connectivity to back-of-building parking and little directional signage to mark routes between public parking and Downtown destinations. As an example, it takes roughly three minutes to walk from the public parking at the Jack Russell Memorial Library to Perc Place Restaurant and Coffee House on Main Street. However, the parking is not clearly identified as public and there is little signage to guide pedestrians to Main Street businesses.



*Install Downtown Gateway Signage and Landscaping* at the eastern and western edges of Highway 60 to provide identity and visibility to Downtown. These identifying features are essential to capture traffic along the busy Highway 60 corridor. Funding can be procured through a variety of public, private, or public-private sources—making this an achievable and impactful project in the immediate future. Themes for Downtown signage should blend the historic industrial themes of Hartford with landscaping that interprets the natural amenities of the surrounding landscape. One potential landscaping theme—with low maintenance costs—is an alpine garden feature similar to the planned garden along the Rubicon River.

*Continue Streetscape Improvements on Mill Street and N. Johnson Street.* Downtown Hartford has a very attractive and functional streetscape including historic street lights, street trees, benches and flowers. Installing street trees along Mill Street will provide a more enjoyable pedestrian connection between the library and potential future hotel to Downtown. Similarly, installing street trees along N. Johnson Street provides an enjoyable pedestrian connection between the Schauer Center/Hartford Recreation Center and Downtown and the potential future farmers market canopy.





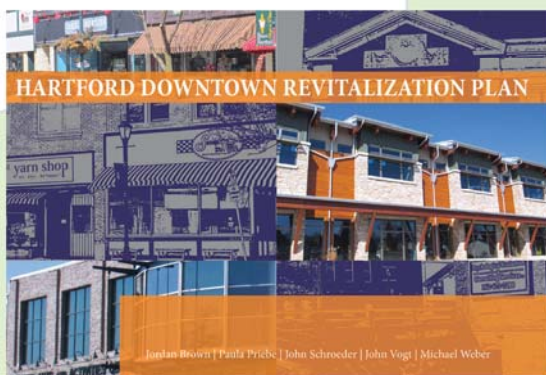
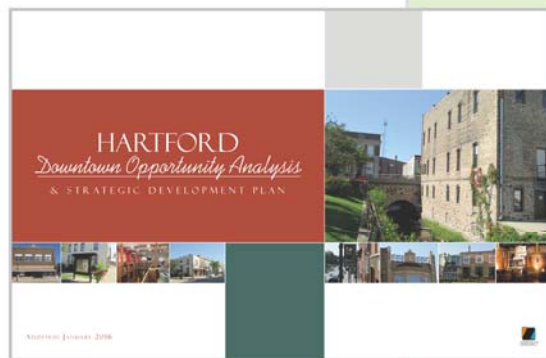
## IMPLEMENTATION NEXT STEPS

*In order to build on the momentum of the Downtown Hartford Strategic Development Plan*

a public-private partnership should be formed and a Project Management Team assembled with the necessary resources to begin immediate implementation of the proposed projects in the Implementation Framework. The Implementation Framework will serve as the guide and agenda for future Project Management Team meetings and the foundation for future project activities.

To maximize the effectiveness of the development strategy the following projects are identified as highest priority within the next five years. The first three are redevelopment projects while 4, 5, and 6 are broader programmatic and strategic plans. This blend of public enhancements and catalytic development provides the appropriate mix of projects with the potential for significant positive change in the short-term as well as offer a high return on investment for the City of Hartford. The highest priority projects for immediate action include the following:

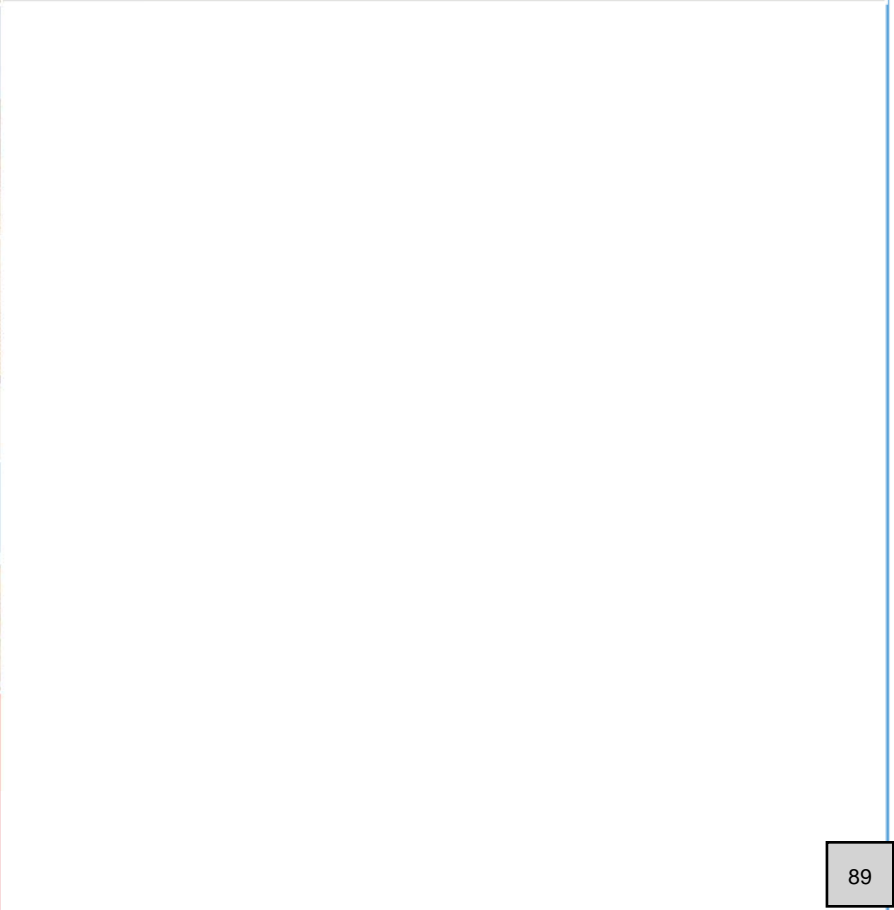
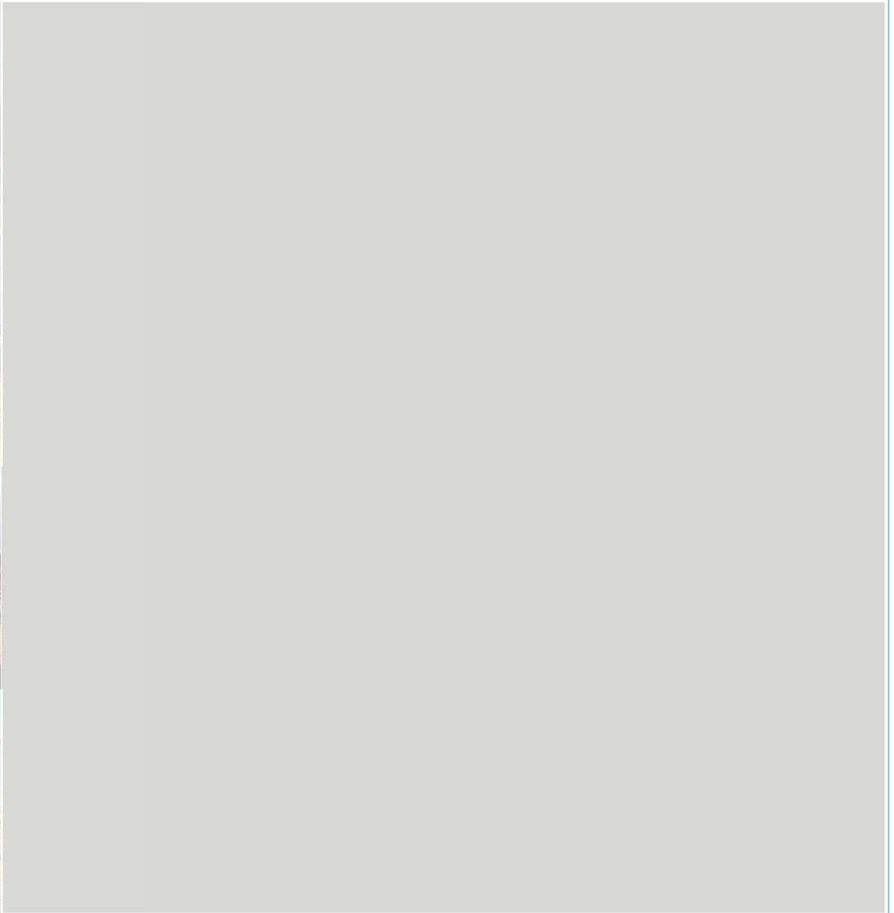
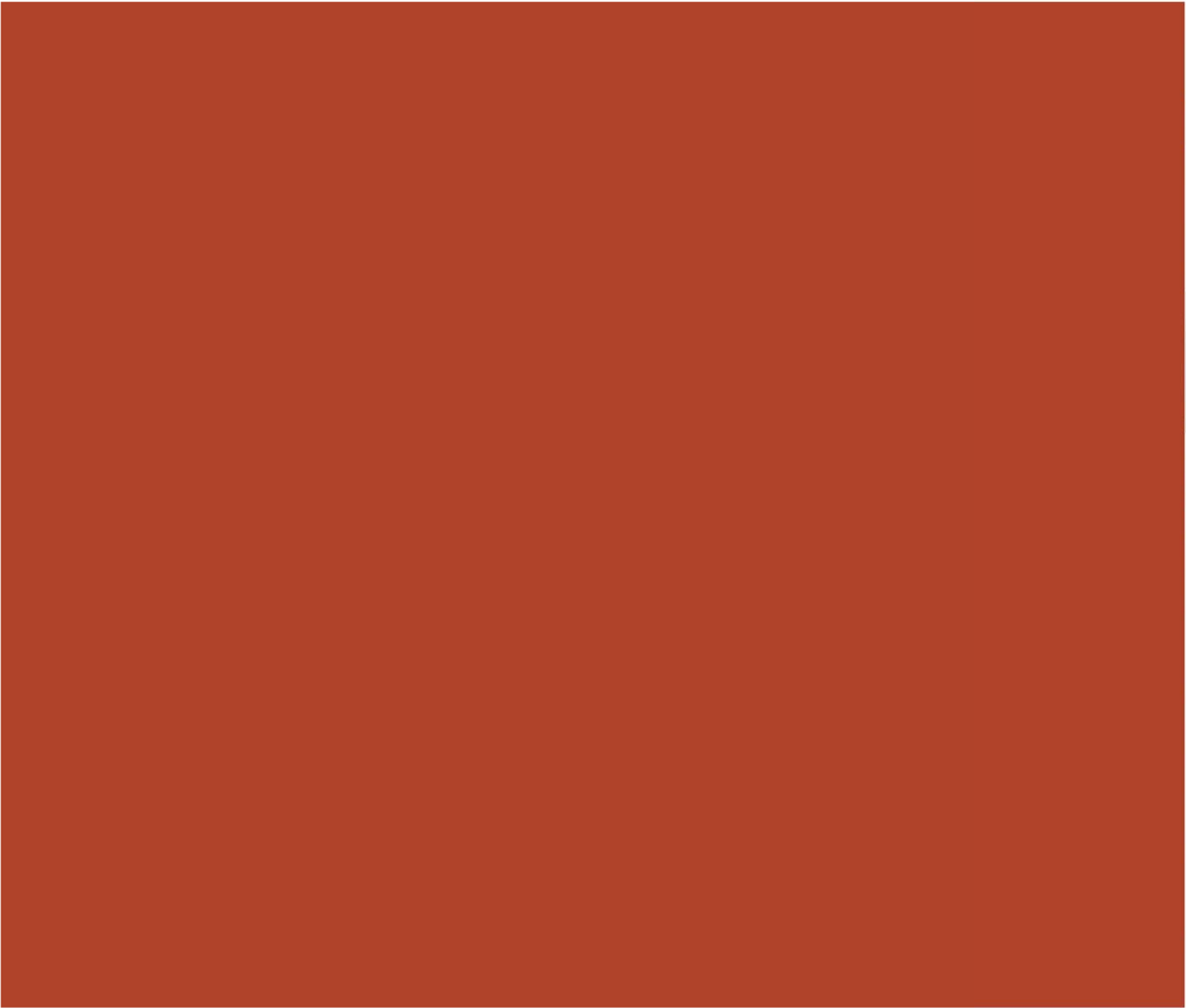
1. **Hotel Catalytic Site #1** is positioned for immediate development. Current conceptual plans provide adequate public parking and the site plan configuration make land assembly and site control for prospective developers attainable in the near term. An existing hotel market demand study provides the empirical data while initial conceptual drawings provide the vision to capture the interest of prospective hotel developers.
2. **Millstream Catalytic Site #2** is easy to assemble and positioned for a relatively short redevelopment and adaptive reuse. Planning for redevelopment can begin immediately. Redevelopment can occur over a 12 to 18 month period beginning in 2016. Developer recruitment can begin during the winter months with construction and tenant recruitment beginning in 2016.
3. **North Bookend Redevelopment Site #1** is a priority site identified through the UWM Downtown Hartford Revitalization Plan and would provide new construction commercial and Downtown living options. Site assembly and control are relatively attainable with one property owner owning several sites and the City owning a public parking lot on the site. Proximity to Wisconsin-Southern Railroad tracks and historic uses may make this site eligible for brownfield assessment and/or planning grants.
4. **Parking Strategy** development is needed that organizes, improves, and consolidates parking to make it functional and intuitive for Downtown visitors and shoppers to quickly transition from parking lots to storefronts.
5. **Event and Public Space Programming** to enhance the use and value of public spaces in and around Downtown, providing visitors continued reasons to visit Downtown. Programming will focus on accommodating multiple uses and users and will take into account the impact seasonal uses have on public space.
6. **Wayfinding and Circulation Improvement Programming** that focuses on improving automotive and pedestrian circulation, wayfinding and connections in and around Downtown through agreed upon standards and best practices. The Project Management Team may provide recommendations and oversight on a program that can be incorporated into a Downtown wayfinding and signage master plan that the City can adopt.













Main Office  
920-262-4060

Brian Zirbes  
920-262-4041

Mark Hady  
920-342-0986

Nikki Zimmerman  
920-262-4045

Dell Zwieg  
920-262-4042

Doug Zwieg  
920-262-4062

Dennis Quest  
920-262-4061

TO: Plan Commission  
DATE: November 27, 2023  
SUBJECT: Initial Review - Comprehensive Plan Amendments

A Comprehensive Plan Amendment to change the Future Land Use designation on parcels located at 1110 and 1111 S 10<sup>th</sup> St. Parcel PIN(s): 291-0815-0444-013 & 291-0815-0444-006.

A Comprehensive Plan Amendment to change the Future Land Use designation on a parcel located at 1310 Allwardt St. Parcel PIN: 291-0915-3413-014.

A Comprehensive Plan Amendment to change text in Figure 7.7.

SITE DETAILS - 1110 and 1111 S 10<sup>th</sup> St.:

Acres: 0.52 & 2.98

Current Zoning: Heavy Industrial

Existing Land Use: Vacant

Future Land Use Designation: Planned Mixed Use

BACKGROUND & APPLICATION DESCRIPTION:

A proposed Plan Amendment to change the Future Land Use designation of two parcels from Planned Mixed Use to Mixed Industrial. A Zoning Ordinance Text Amendment related to the Comprehensive Plan Amendment is also pending. This Comprehensive Plan Amendment will run concurrently with the Zoning Ordinance Text Amendment. If both the Plan Amendment and the Zoning Ordinance Text Amendment are approved a Conditional Use Permit will also be required for the proposed use (Recycling Center).

STAFF EVALUATION:

Land Use and Zoning:

Nearby Future Land Use designations include Single Family Residential and Institutional directly adjacent to the north, as well as Single Family Residential across the railroad tracks to the southwest. Mixed Industrial Future Land Use exists to the southeast and to the west.

Nearby Zoning includes General Industrial Zoning to the northwest and to the east, with Heavy Industrial Zoning to the southeast. Single Family Residential Zoning exists to the southwest and Two-Family Residential Zoning is adjacent to the north.

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SITE DETAILS - 1310 Allwardt St:

Acres: 20

Current Zoning: Single Family Residential

Existing Land Use: Vacant

Future Land Use Designation: Institutional

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*Opportunity Runs Through It*

**BACKGROUND & APPLICATION DESCRIPTION:**

A proposed Plan Amendment to change the Future Land Use designation of a parcel from Institutional to Multi-Family. This parcel was previously planned for a new school. The school district has since changed plans and is in the process of selling the parcel to a developer that is planning a multi-family development.

**STAFF EVALUATION:***Land Use and Zoning:*

Nearby Future Land Use designations include Single Family Residential to the north and west. Multi-Family Future Land Use exists to the south and Institutional Future Land Use exists to the west.

Nearby Zoning includes Single-Family Residential Zoning to the west, north, and east. Multi-Family Residential Zoning with a PUD exists to the south and Planned Office and Institutional Zoning exists to the southeast.

**DETAILS - Comprehensive Plan Figure 7.7:****BACKGROUND & APPLICATION DESCRIPTION:**

A proposed Plan Amendment to change text in Figure 7.7 of the Comprehensive Plan. The current table does not accurately address the relationship between Future Land Use Designations and Overlay Zoning Districts. The proposed change removes the references to the Planned Development District from specific Future Land Use Categories and replaces that with a blanket statement that all Overlay Zoning Districts can be associated with all Future Land Use Categories where appropriate.

<b>Figure 7.7 Future Land Use and Existing Zoning District Translation</b>	
<b>Future Land Use Category</b>	<b>Associated Zoning District</b>
Agriculture	Outside of the City Limits
Single-Family-Exurban	Countryside Residential-10, Exurban Residential-1, Outside of the City Limits
Single-Family-Urban	Single Family Residential-4
Two-Family	Two Family Residential-6
Multi-Family	Multi-Family Residential-8, Multi-Family Residential-10, and Senior Residential
Planned Neighborhood	All Residential Districts, Neighborhood Office, and Neighborhood Business
Neighborhood Mixed-Use	Neighborhood Office, Neighborhood Business, and all Residential Districts
Planned Mixed-Use	All Office, Commercial, Institutional, and Multi-Family Residential Districts, plus the Planned Industrial and Planned Development Districts
Riverside Mixed-Use	All Office, Commercial, Institutional, and Residential Districts, <del>plus the Planned Development District</del>
Central Mixed-Use	Central Business
Mixed Industrial	Planned Industrial, General Industrial, and Heavy Industrial
Institutional	All Districts
Airport	Planned Industrial
Parks and Recreation	All Districts
Environmental Corridor	All Districts
<u>All Overlay Zoning Districts can be associated with all Future Land Use Categories where appropriate, subject to the standards, rules, and regulations of the Overlay Zoning District.</u>	



Per the Wisconsin Statutes it is the role of the Plan Commission prepare a Comprehensive Plan Amendment and recommend the amendment to Council.

Per Wis. Stat. § 66.1001(4)(b):

(b) The plan commission or other body of a local governmental unit that is authorized to prepare or amend a comprehensive plan **may** recommend the adoption or amendment of a comprehensive plan only by adopting a resolution by a majority vote of the entire commission. The vote shall be recorded in the official minutes of the plan commission or other body. The resolution shall refer to maps and other descriptive materials that relate to one or more elements of a comprehensive plan.

### Comprehensive Plan Goals, Objectives, and General Policies:

The 2019 Watertown Comprehensive Plan includes goals, objectives, and general policies for the Plan Commission to consider when reviewing Comprehensive Plan amendments.

#### **Land Use Goals, Objectives, and General Policies**

##### **Goal:**

1. Promote a future land use pattern that is harmonious with the natural landscape, features visually attractive development, and is economically viable.

##### **Objectives:**

1. Ensure that a desirable balance and distribution of land uses is achieved.
2. Maintain high standards in the Zoning Ordinance for buildings, landscaping, signage, building materials, and parking lots.
3. Ensure that conflicts between neighboring land uses are minimized with logical land use transitions and bufferyards.
4. Utilize existing public facilities to serve new development whenever possible.
5. Coordinate land development with transportation system improvements.
6. Encourage City landowners to open up suitable undeveloped areas for new development as the need arises.

##### **Policies:**

1. Prioritize infill and redevelopment opportunities, especially downtown and along the river, before new greenfield development along the City's boundaries.
2. Direct new housing development in locations with convenient access to commercial and recreational facilities, transportation systems, schools, employment opportunities, and other necessary facilities and services.
3. Require all new development within Watertown's long-term growth area to be served with the full array of municipal services (e.g. sanitary sewer, storm sewer, municipal water, police, fire, etc.) unless covered by an intergovernmental agreement.
4. Encourage the strengthening of existing neighborhoods through maintenance of the existing housing stock, creative reuse of vacant or under-utilized buildings, and infill on vacant parcels.
5. Require all proposed residential developments to dedicate land, or pay a fee in lieu thereof, for public park, recreation, and open space acquisition and development.
6. Strive for compatibility of adjacent land uses by requiring site plan review for all multi-family residential, commercial, office, industrial, recreational, and institutional land uses.
7. Buffer incompatible land uses from each other through the strategic use of plant materials, decorative fences, walls, or berms.
8. Require new development and redevelopment projects to include high quality building design, landscaping, stormwater best management practices, and signage and to meet at least the minimum landscaping and performance standards as codified in the City's Zoning Ordinance.
9. Encourage that new residential development within the Planned Neighborhood designation comply with the City's historic housing mix. The desired mix of residential uses in any neighborhood should be mostly single-family (approximately 50 percent), generally with no more than 20 percent of dwelling units being duplex units and not more than 30 percent being multi-family units.
10. Require detailed development plans that include: (1) proposed land use pattern of the area; (2) recommended zoning for the area; (3) recommended lot pattern; (4) location of necessary municipal utilities; (5) locations of parks, open space, and civic or institutional buildings; (6) proposed street system that will serve the area; and (7) a development phasing timetable so the City can coordinate capital improvements with the development of the area.
11. Factor public health into the site plan review process through the addition of specific criteria in which new development, redevelopment, and infill development must address in order to integrate land use planning, transportation, and public health.
12. Work with Jefferson and Dodge Counties, in addition to all surrounding Townships on future land use planning within the City's Extraterritorial Jurisdiction to promote intergovernmental cooperation and a unified future planning of development and services. Seek intergovernmental agreements with all surrounding Townships.
13. Reevaluate the City's supply and demand for industrial land every 5 years.
14. Develop detailed neighborhood plans for the Bethesda campus between Milford Street and the Rock River in order to foster high-quality and well-planned future development.

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PLAN COMMISSION OPTIONS:

Section 3, Item D.

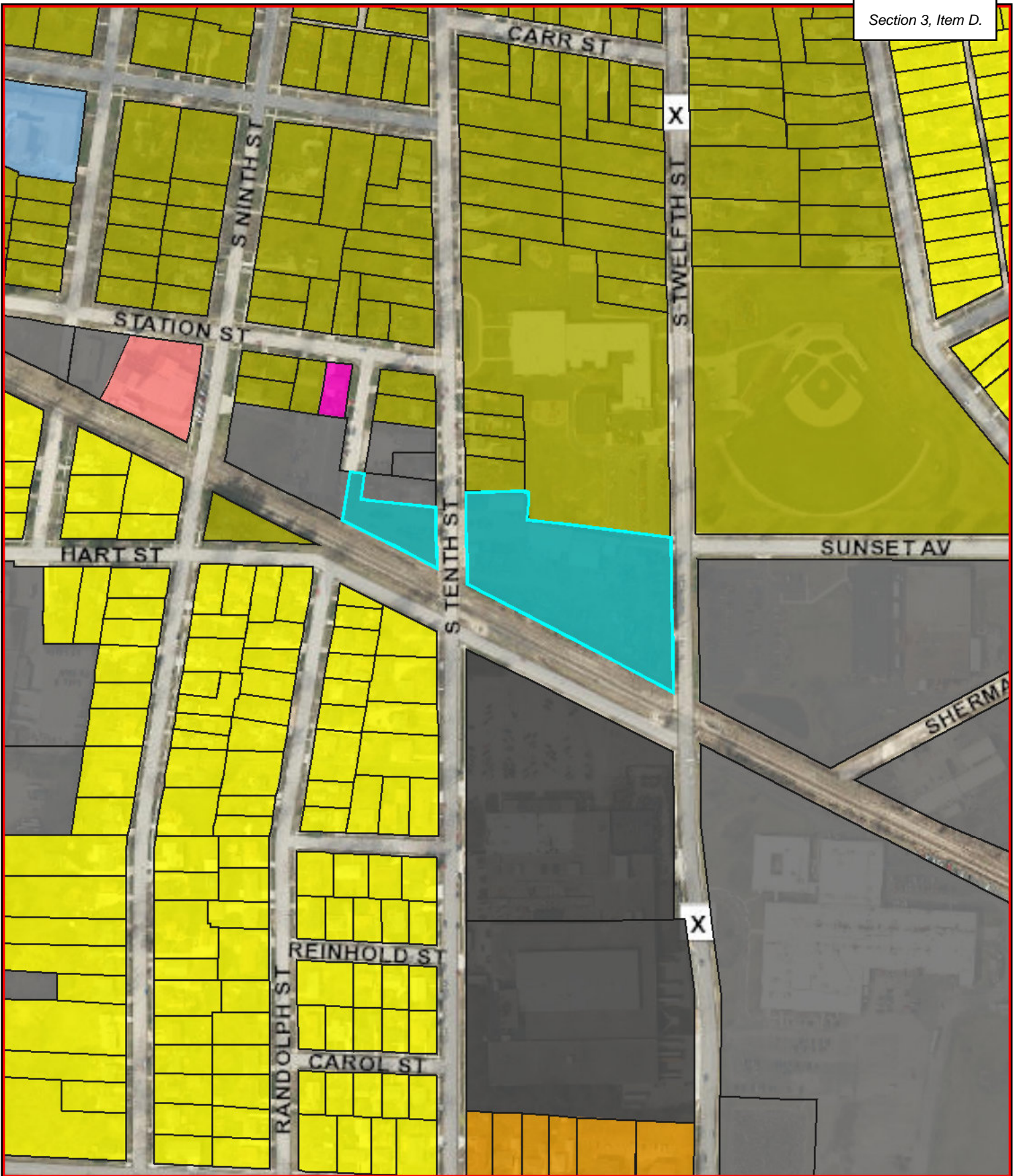
The following possible options for the Plan Commission:

1. Set public hearing date for January 16th, 2024
2. Set public hearing to a later date.

ATTACHMENTS:

- Application materials.





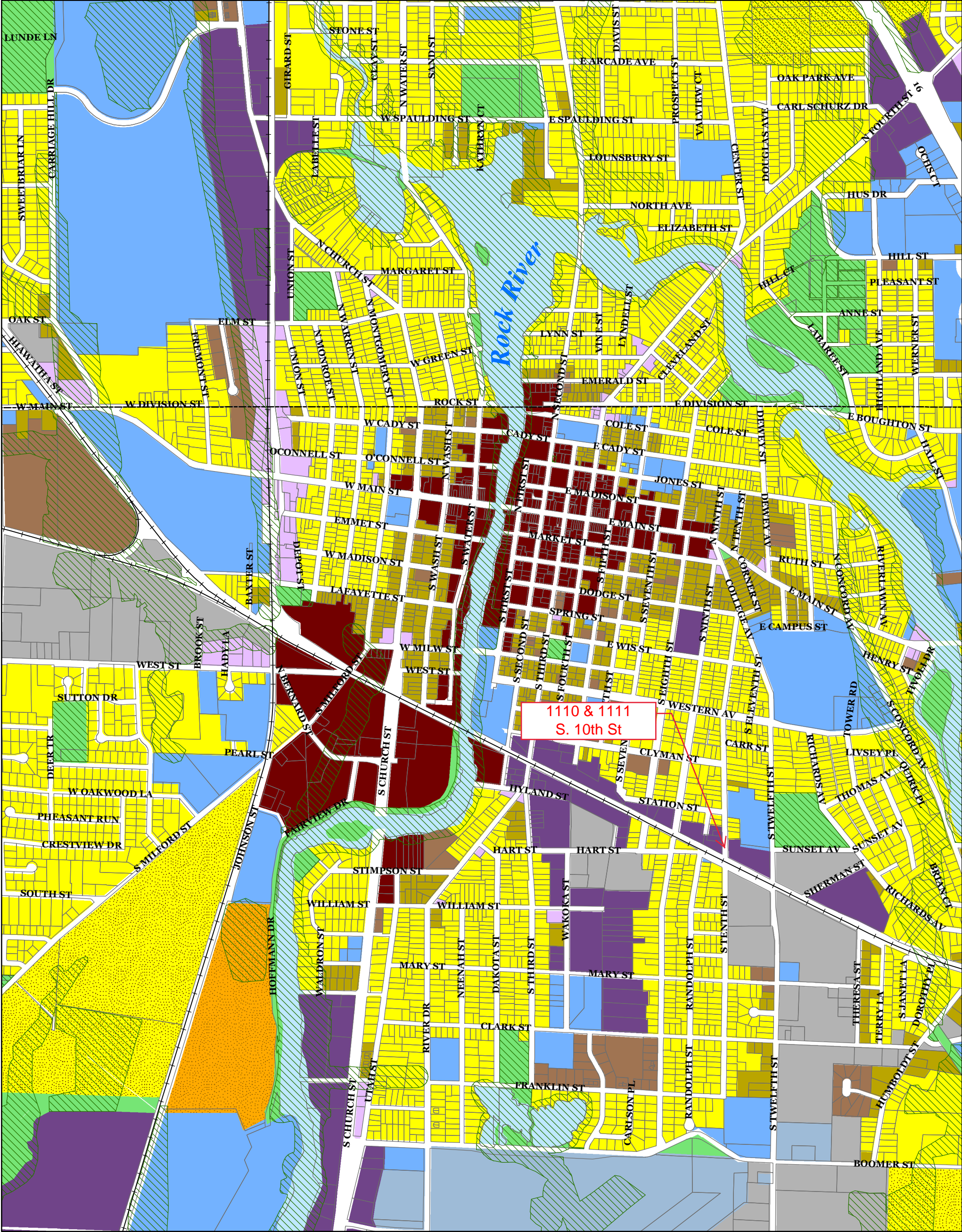
<b>Parcels</b> Override 1 Parcels City Limits <b>Zoning</b> Single-Family Residential (SR-4)	Two-Family Residential (TR-6) Multi-Family Residential-8 (MR-8) Multi-Family Residential-10 (MR-10) Senior Residential (SNR) Rural Holding (RH) Planned Office and Institutional (PO)	Neighborhood Office (NO) Neighborhood Business (NB) Planned Business (PB) General Business (GB) Central Business District (CB) Planned Industrial (PI)	General Industrial (GI) Heavy Industrial (HI) Planned Unit Development (PUD) Conditional Zoning / Mixed Uses (COND) Multiple / Mixed Zoning (MULTI) Unknown (UN)
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**THE CITY OF WATERTOWN**  
*Opportunity runs through it.*  
**City of Watertown Geographic Information System**  
 Scale: 1 inch = 300 feet  
 SCALE BAR = 1"  
 Printed on: November 1, 2023  
 Author: Private User

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

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# Future Land Use Downtown Area

## Map 6a

### 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:

- Office
- Multi-Family Residential
- Mixed Industrial
- Commercial Services/Retail
- Institutional
- Parks & Recreation



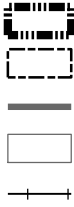
\*\*\*"Planned Neighborhoods" should include a mix of the following:

- Single-Family - Sewered (predominant land use)
- Two-family Residential
- Multi-Family Residential
- Institutional
- Neighborhood Mixed Use
- Parks & Recreation



\*\*\*Each "Riverside Mixed Use Area" may include mix of:

- Office
- Single-Family - Sewered
- Two-Family Residential
- Multi-Family Residential
- Commercial Services/Retail
- Institutional
- Parks & Recreation



City of Watertown  
County Boundary  
Town Boundary  
Parcel  
Railroad

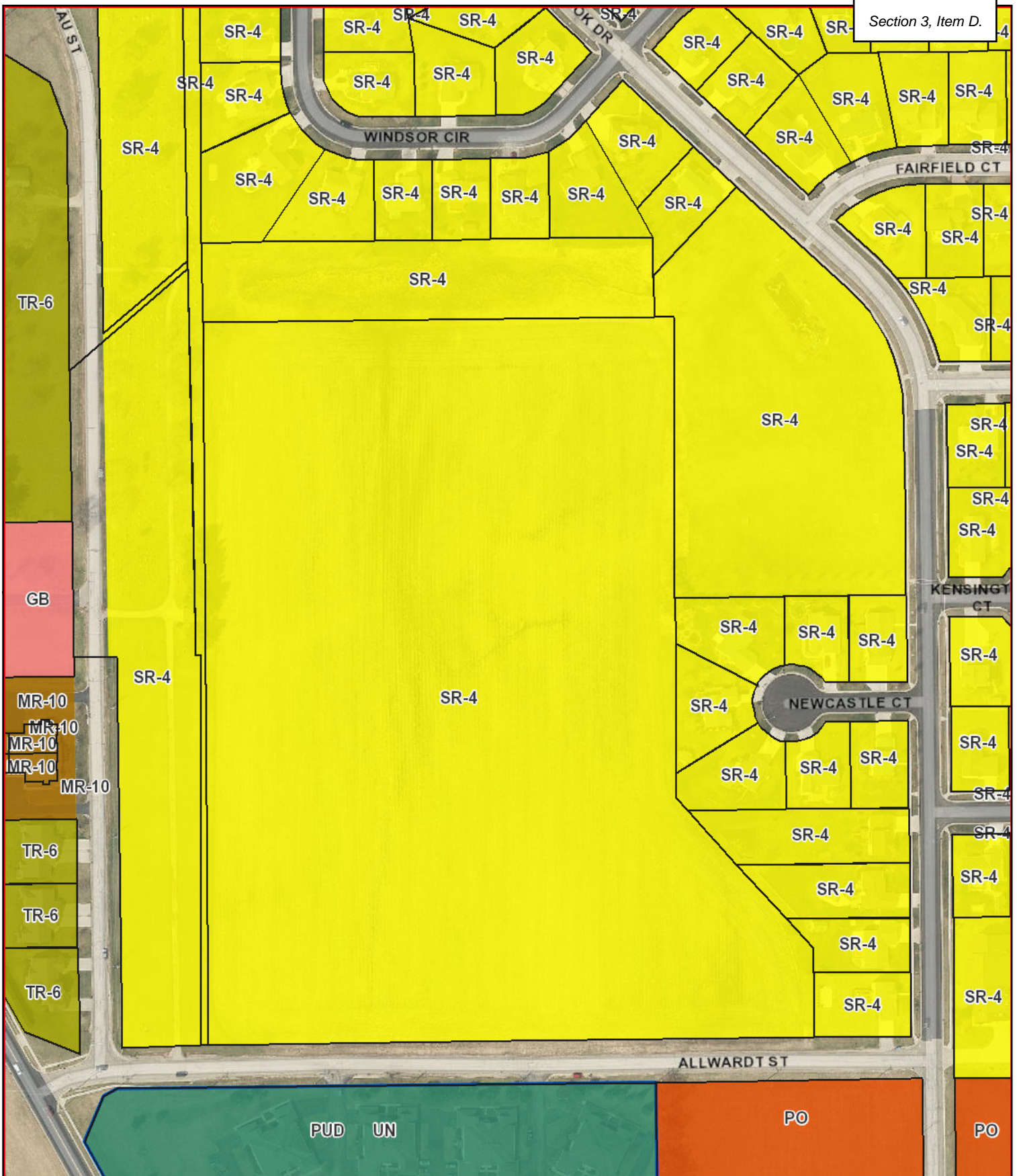


Source: WisDNR, FEMA,  
City of Watertown,  
Dodge Co. LIO &  
Jefferson Co. LIO, V&A



VANDEWALLE &  
ASSOCIATES INC.  
Shaping places, shaping change





Parcels

City Limits



THE CITY OF  
**WATERTOWN**  
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City of Watertown Geographic Information System

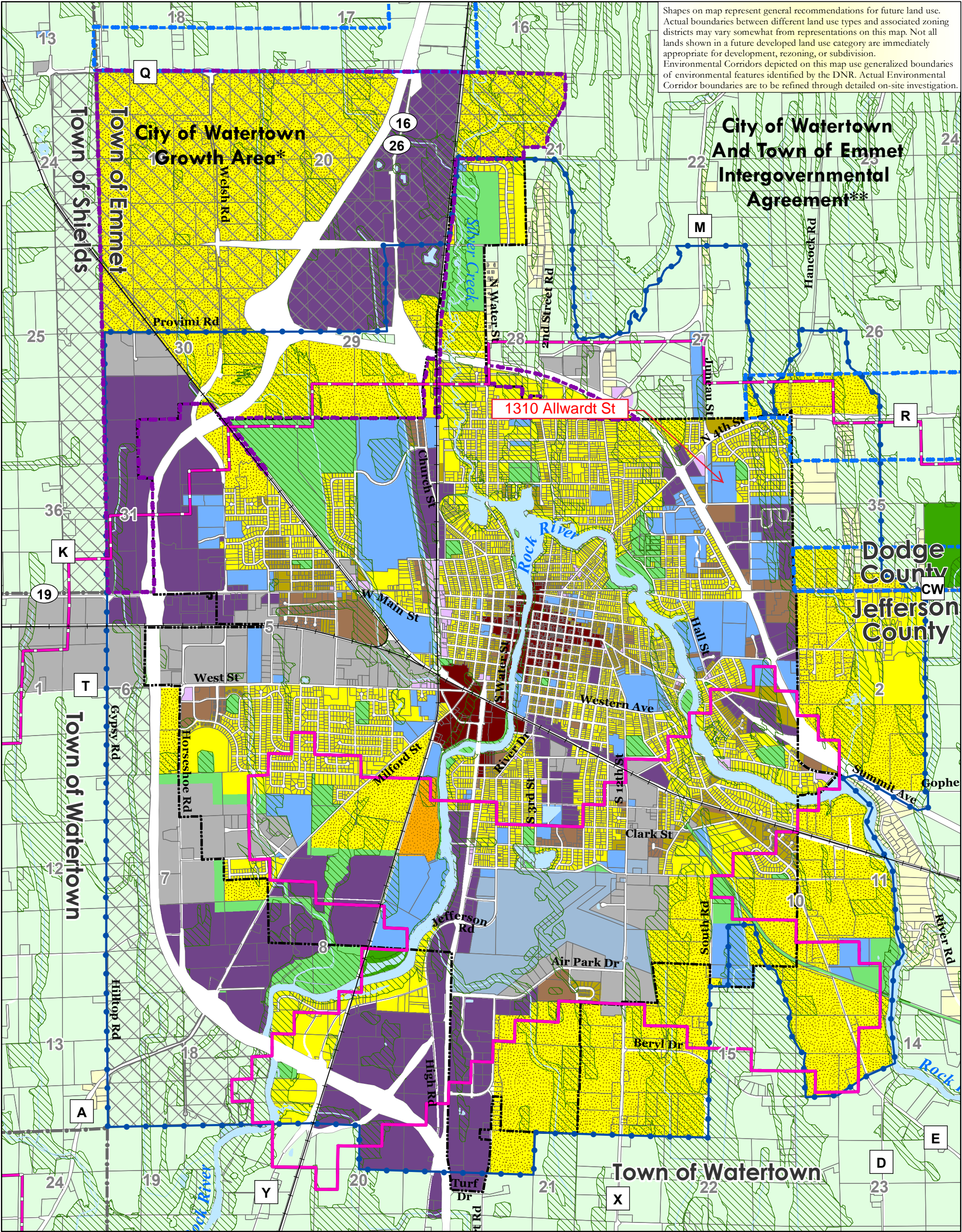
Scale: 1 inch = 200 feet

SCALE BAR = 1"

Printed on: November 1, 2011

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





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



0 0.25 0.5 1 Miles



Main Office  
920-262-4060

Brian Zirbes  
920-262-4041

Mark Hady  
920-342-0986

Nikki Zimmerman  
920-262-4045

Dell Zwieg  
920-262-4042

Doug Zwieg  
920-262-4062

Dennis Quest  
920-262-4061

TO: Plan Commission  
DATE: November 27th, 2023  
SUBJECT: Initial Review and Schedule Public Hearing – Text Amendment to Chapter 550 Zoning.

A request by Fred Runde, agent for Bauule LLC, for a text amendment to the City of Watertown Zoning Code - Chapter 550-53D Zoning.

**BACKGROUND DESCRIPTION:**

**Proposed Amendment:**

The current zoning code regarding Junkyard or Salvage Yards requires a 100 foot setback for all buildings, structures, outdoor storage areas, and other activity areas from all property lines. This proposed text amendment would allow the Plan Commission to adjust that setback through a Conditional Use Permit (CUP) subject to the proposed regulations.

**PROPOSED TEXT AMENDMENT LANGUAGE:**

**Amendment - § 550-53D**

**§ 550-53D Junkyard or Salvage Yard**

Junkyard or salvage yard. Description: Junkyard or salvage yard facilities are any land or structure used for a salvaging operation, including but not limited to the aboveground outdoor storage and/or sale of wastepaper, rags, scrap metal, and any other discarded materials intended for sale or recycling, and/or the collection, dismantlement, storage or salvage of two or more unlicensed and/or inoperative vehicles. Recycling facilities involving on-site outdoor storage of salvage materials are included in this land use.

**(1) Regulations.**

- (a)** Facility shall provide a bufferyard with a minimum opacity of 1.00 along all property borders abutting residentially zoned property (see § **550-99**).
- (b)** All buildings, structures, outdoor storage areas, and any other activity areas shall be located a minimum of 100 feet from all lot lines. [Adjustments to the required 100 foot setback for buildings, structures, outdoor storage areas, or any other activity areas from all property lines may be approved by the Plan Commission through a Conditional Use Permit \(CUP\) subject to the following:](#)
  - [\[1\] The applicant can demonstrate, to the satisfaction of the Plan Commission, that the proposed setback adjustment will not create undesirable impacts on nearby properties, the environment, or the community as a whole.](#)
  - [\[2\] The use of the property as a junkyard or salvage yard is consistent with the City of Watertown Comprehensive Plan.](#)
- (c)** In no instance shall activity areas be located within a required frontage landscaping or bufferyard areas.

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*Opportunity Runs Through It*

(d) Shall not involve the storage, handling or collection of hazardous materials, including any of those listed in § **550-122**.

Section 3, Item E.

(2) Parking requirements. One space for every 20,000 square feet of gross storage area, plus one space for each employee on the largest work shift.

PLAN COMMISSION OPTIONS:

The following are possible options for the Plan Commission:

1. Set the public hearing date for January 16th, 2024.
2. Postpone public hearing to a later date or indefinitely.





**Parcels**



Override 1

Parcels



City Limits



THE CITY OF  
**WATERTOWN**  
Opportunity runs through it.

City of Watertown Geographic Information System

Scale: 1 inch = 140 feet  
SCALE BAR = 1"

Printed on: November 1, 2023

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

Reason for request to change *1111 South Tenth Street, Watertown, Wisconsin*

.

This 2.98 acres is *currently* zoned Heavy Industrial, surrounded by Heavy Industrial zoning; *we cannot move the existing buildings 100' from the lot line.*

This land was a recycling facility for over 50 years licensed by the State of Wisconsin.

It is bordered on all sides by parking lots and a rail road track. The rail line limits its desirable use for anything other than industrial use.

A recycling facility will serve the needs of the citizens of the City of Watertown and surrounding counties paying money for their scrap, saving valuable landfill space not to mention giving new life to the metal itself. **There is a need for a recycling facility and this site fits that need.**

**The fact that this site is surrounded by industrial parking lots and the Webster employees' parking lots means no actual activity will occur with 100'.**

The proposed facility will be a recycling collection point with daytime hours of operation.

We personally contacted the alderman for this district, Myron Moldenhauer, surrounding neighbors, businesses, and the Webster school principal, Brad Clark, informing them of the proposed return of a recycling facility to the site. Not a person objected -- in fact, they welcomed the return of a recycling facility and active use of the land.

1111 South Tenth Street is completely fenced (with fence to be completely screened) with s four large gates for truck access. It is located on a City truck route. Furthermore, it is bordered completely on its east and south sides with mature trees.

It is not a junkyard. It is a recycling center.



**DRAFT ORDINANCE TO  
REPEAL AND RECREATE CHAPTER 545, SUBDIVISION OF LAND, OF  
THE CITY OF WATERTOWN GENERAL ORDINANCES**

**SPONSOR: MAYOR MCFARLAND  
FROM: PLAN COMMISSION**

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

SECTION 1. Chapter 545, Subdivision of Land, is hereby repealed and recreated to read as follows:

## Chapter 545 Subdivision of Land

**[HISTORY: Adopted by the Common Council of the City of Watertown as §§ 20.01 to 20.15 of the former City Code. Amendments noted where applicable.]**  
GENERAL REFERENCES

General penalty — See § 1-4.  
Construction codes — See Ch. 253.  
Erosion and sediment control — See Ch. 288.  
Impact fees — See Ch. 341.  
Restoration and maintenance of vegetation — See Ch. 446, Art. III.  
Stormwater management — See Ch. 453.  
Wastewater facilities — See Ch. 508.  
Water and sewers — See Ch. 512.  
Zoning — See Ch. 550.

### Article I General Provisions

#### § 545-1 **Title.**

This chapter shall be known as the "Subdivision Regulations, City of Watertown, Wisconsin."

#### § 545-2 **Statutory Authority.**

These regulations are adopted under the authority granted by Sections **236.45** and **703.115** of the Wisconsin Statutes.

#### § 545-3 **Intent and purpose.**

**[Amended by Ord. No. 98-63]**

This chapter is intended to regulate and control the division and subdivision of land within the corporate limits and the extraterritorial plat approval jurisdiction of the City of Watertown in order to promote the public health, safety, and general welfare; to encourage the most appropriate use of land; to provide the best possible living environment for people; and to conserve the value of buildings placed upon the land by furthering the orderly layout and use of land; ensuring proper

legal description and proper monumenting of land; preventing overcrowding of land and avoiding undue concentration of population; lessening congestion in the streets and highways; securing safety from fire, flooding, water pollution, and other hazards; providing adequate light and air; facilitating adequate provisions for transportation, water, sewerage, schools, parks, playgrounds, open space, stormwater drainage, the conservation of land, natural resources, scenic and historic sites, energy, and other public requirements; facilitating further re-subdivision of larger parcels into smaller parcels of land; furthering the sustainability of the city by accommodating green development and infrastructure; providing adequate affordable housing; restricting building in areas of unsuitable soils or other areas poorly suited for development; providing for proper ingress to and egress from development sites; ensuring enforcement of the development concepts, policies, and standards delineated in the Comprehensive Plan and related components, the Official Map, the Parks and Open Space Plan, the Transportation Plan, the Zoning Code, the Erosion Control and Stormwater Runoff Codes, and the Building Code of the City of Watertown.

**§ 545-4 General requirements.**

**[Amended by Ord. No. 98-63]**

A. Conformance with policies. It is the intent of the City of Watertown that land be developed in harmony with the following policies agreed to in the Comprehensive Plan, Plan for Parks and Open Space, Official Map, and the Jefferson County or Dodge County Land Use Plan as adopted by the City of Watertown:

- (1) To plan the location and/or timing of new development to make it efficient, to reduce public costs, and to encourage separation and distinction between municipalities.
- (2) To direct and stage new growth only to those areas planned and programmed for development and capable of providing a full range of urban services, including transportation and schools.
- (3) To discourage scattered development and urban sprawl.
- (4) To ensure that development complements rather than conflicts with natural features such as rolling topography, trees, creeks, ponds, and rock formations.
- (5) To develop a system of interior open spaces within existing environmental corridors to delineate neighborhoods, control stormwater drainage, and provide circulation for pedestrian and bicycle traffic.
- (6) To ensure that development locates and coordinates safely and efficiently with transportation facilities.
- (7) To encourage preservation of open space and aesthetic quality in development through the use of planned development districts.
- (8) To favor development intensities and patterns that are supportive of alternative modes of transportation.
- (9) To promote and maintain balanced commercial activity that is viable and responsive to the needs of the community and the surrounding market area.
- (10) To preserve the quality of the water and the air and to prevent extreme noise and visual blight.



- (11) To preserve prime agricultural land through the design and location of development.
  - (12) To encourage development in the City with balanced residential, commercial, industrial, and open space patterns and public services.
- B. Land suitability. No land shall be divided or subdivided for development which is held unsuitable by the Plan Commission for reason of flooding or potential flooding, soil limitations, adverse rock formation, inadequate drainage, steep topography, incompatible surrounding development, inadequate public services, or any other condition likely to be harmful to the health, safety, or welfare of the future residents or users of the area or harmful to the community.
- (1) Except as provided herein, the Plan Commission shall determine land suitability prior to the time the preliminary plat or certified survey map is considered for approval, following review and recommendations by the appropriate City commissions and committees. The Plan Commission may impose special conditions on the plat or certified survey map deemed necessary to protect the health, safety, or welfare of future residents of the area. Those areas found to be environmentally sensitive shall be considered for preservation as open space. The determination of land suitability will be evaluated through the site assessment procedures. The subdivider shall furnish such maps, data, and information as may be necessary to make determine land suitability.
  - (2) Should the Plan Commission determine that the land is unsuitable for the intended development, it shall state its reasons in writing to the subdivider within thirty days of initial Plan Commission action. The subdivider may present additional evidence to support the proposed plat or certified survey map. Upon review of the additional evidence, the Plan Commission shall affirm, modify, or withdraw its determination of unsuitability.
  - (3) The subdivider may appeal the determination of unsuitability as provided in § **545-48**, Appeals.
- C. Determination of adequacy of public facilities and services.
- (1) A certified survey map, preliminary plat, or final plat shall not be approved unless the Plan Commission and the Common Council determine that adequate public facilities and public services are available to meet the needs of the proposed land division.
  - (2) The applicant shall furnish any data requested by the City Engineer, who shall transmit this information to appropriate City commissions, committees, and boards for review and shall act as coordinator for their reports to the Plan Commission and the Common Council on the adequacy of water; sanitary and storm sewers; fire service; police; parks, open space, recreation, and transportation facilities.
  - (3) Public facilities and public services for a proposed plat or certified survey map may be found to be adequate when the following conditions exist:

- (a) Where the proposed land division is located in an urban service area or planned future urban service area where mainline interceptor sewer service is available, presently under construction, or designated by the Common Council for extension of sewer service, the Plan Commission and the Common Council also shall consider the recommendations of the City Engineer and the Public Works Commission on the capacity of trunk lines, sewage treatment facilities, and any other information presented. Where the proposed land division is not located in an urban service area or planned future urban service area where mainline interceptor sewer service is available, presently under construction, or designated by the Common Council for extension of sewer service, the Plan Commission and the Common Council shall consider the site-specific and overall impact of such development on the public health, safety, and welfare of the immediate area and the community as a whole.
- (b) Where the proposed land division is located within an urban service area or planned urban service area where arterial transmission water main service and adequate capacity are available, presently under construction, or designated by the Common Council for extension of public water service, the Plan Commission and the Common Council shall consider the recommendations of the City Engineer and the Public Works Commission on line capacities, water sources, storage facilities, and any other information presented. Where the proposed land division is located within an urban service area or planned urban service area where arterial transmission water main service and capacity are not available, presently under construction, or designated by the Common Council for extension of public water service, the Plan Commission and the Common Council shall consider the site-specific and overall impact of such development on the public health, safety, and welfare of the immediate area and the community as a whole.
- (c) The City Engineer and Public Works Commission shall recommend to the Plan Commission and the Common Council that adequate facilities are available to ensure the proper stormwater management.
- (d) The Parks, Recreation and Forestry Commission shall recommend that future residents of the proposed land division can be assured park, recreation, and open space areas, facilities, and services which meet the standards of the Park and Open Space Plan.
- (e) The appropriate Police Department and Fire District shall verify that timely and adequate service can be provided to the residents.
- (f) The proposed land division shall be accessible by existing publicly-maintained, all-weather roads adequate to accommodate both existing traffic and that traffic to be generated by the proposed land division, necessary additional roads and road improvements shall be budgeted for construction with public or private financing, or public transportation service shall be deemed sufficient to serve the land division in combination with the



foregoing available or programmed for the area. The Plan Commission and the Common Council shall consider the recommendations of other commenting agencies and jurisdictions and such factors as level of service, average and peak use, and any other information presented.

- (g) Where the Plan Commission and the Common Council determine that one or more public facilities or services are not adequate for the proposed development but that a portion of the area could be served adequately or that careful phasing of the development could result in all public facilities and public services being adequate, conditional approval may include only such portions or may specify appropriate phasing of the development.

D. In the case of all land divisions, including all plats and certified survey maps, lot sizes shall conform to the area and width requirements of Chapter **550**, Zoning, unless otherwise modified by the provisions of this chapter.

E. Dedication and reservation of land.

- (1) Whenever a tract of land to be divided within the jurisdiction of this chapter encompasses all or any part of a street, highway, bikeway, pedestrian way, greenway, environmental corridor, waterway, or a drainage or utility easement designated in the Comprehensive Plan or Official Map, the subdivider shall plat said public way in the locations and dimensions indicated on said Comprehensive Plan or Official Map. The Plan Commission shall determine whether said public way should be dedicated to the public or reserved by the subdivider.
- (2) Whenever a tract of land to be divided within the jurisdiction of this chapter encompasses all or part of a park site, open space, or other recreation area or school site designated in the Comprehensive Plan, Park and Open Space Plan, or Official Map, said public sites shall be platted and dedicated or reserved by the subdivider at the discretion of the Plan Commission in the locations and dimensions indicated on said plans or map according to the requirements of this chapter.
- (3) Once a preliminary plat or certified survey map is approved, any lands proposed for public use above shall not be altered without the written approval of the Plan Commission, the Park, Recreation and Forestry Commission, and the Public Works Commission.

F. Penalties.

- (1) Failure to comply with the requirements of this chapter shall invalidate purported transfers of titles at the option of the purchaser according to the provisions of § **236.31(3)**, Wis. Stats.
- (2) Any subdivider or agent of the same who violates or fails to comply with this chapter shall be subject to penalties prescribed in the enforcement provisions of the Code of the City of Watertown.
- (3) A building permit shall be refused for any site violation of this chapter.

G. Exceptions. The provisions of this chapter shall not apply to:

- (1) Transfers of interests in land by will or pursuant to court order.
- (2) Leases for a term not to exceed ten years, mortgages, or easements.
- (3) The sale or exchange of parcels of land between owners of adjoining property, if additional lots are not thereby created and the lots resulting are not reduced below the minimum sizes required by the Zoning Code in Chapter **550** or other applicable laws or ordinances, unless the parcels have been part of a prior recorded land division or subdivision plat.
- (4) Where sale or exchange of parcels involves only a change of lot lines, the land division may be approved by the Zoning Administrator after a staff review to determine conformance with City of Watertown ordinances.
- (5) Cemetery plats made under Section **157.07** of the Wisconsin Statutes.
- (6) Assessor's plats made under Section **70.27** of the Wisconsin Statutes; assessors' plats, however, shall comply with Sections **236.15(1)(a)** through **(g)** and **236.20(1)** and **(2)(a)** through **(e)** of the Wisconsin Statutes, unless waived under Section **236.20(2)(L)**.
- (7) Public transportation project plats made under Section **84.095** of the Wisconsin Statutes.
- (8) Sale or exchange of parcels of public utilities or railway rights-of-way to adjoining property owners if the City Common Council and the Plan Commission approve such sale or exchange on the basis of applicable local ordinances or the provisions of Chapter **236** of the Wisconsin Statutes.

H. Homeowner or Condominium Associations. Common areas or facilities within a land division or condominium shall be held in common ownership as undivided proportionate interests by members of a homeowners or condominium association, subject to the provisions set forth herein. The homeowners or condominium association shall be governed according to the following:

- (1) The subdivider shall provide the City with a description of the homeowners or condominium association, including its bylaws and all documents governing maintenance requirements and use restrictions for common areas and facilities. These documents shall be subject to review by the Plan Commission.
- (2) The association shall be established by the owner or applicant and shall be operating prior to the sale of any lots or units in the subdivision or condominium.
- (3) Membership in the association shall be mandatory for all purchasers of lots or units therein and their successors and assigns.
- (4) The association shall be responsible for maintenance and insurance of common areas and facilities.



- (5) A land stewardship plan for any common open space to be retained in a natural state shall be included in the submittal of association documents.
- (6) The members of the association shall share equally the costs of maintaining, insuring, and operating common areas and facilities.
- (7) The association shall have or hire adequate staff to administer, maintain, and operate common areas and facilities.
- (8) The subdivider shall arrange with the City assessor a method of assessing any common areas and facilities that will allocate to each lot, parcel, or unit within the land division or condominium a share of the total assessment for such common areas and facilities.

§ 545-5 – 545-10 Reserved.

## Article II Procedures

### § 545-11 **Pre-Application Consultation.**

Prior to filing an application for approval of a comprehensive development plan, preliminary subdivision plat, condominium plat, or certified survey map, the subdivider shall consult with the Plan Commission and/or its staff in order to obtain their advice and assistance. A conceptual plan of the proposed subdivision, condominium, or certified survey map shall be brought by the applicant to the meeting. This consultation is intended to inform the subdivider of the purpose and objectives of these regulations, the comprehensive plan or components thereof, and duly adopted plan implementation ordinances of the City and otherwise to assist the subdivider in planning the development. In doing so, both the subdivider and Plan Commission may reach mutual conclusions regarding the general objectives of the proposed development and its possible effects on the neighborhood and community, and the subdivider will gain a better understanding of the subsequent required procedures. The subdivider or agent shall pursue the following course for pre-application consultation.

- A. The subdivider or agent shall prepare a Site Assessment Checklist. The purpose of this site assessment checklist is to provide the basis for an orderly, systematic review of the effects of all new subdivisions upon the community environment according to the principles and procedures of § 236.45(1), Wis. Stats. The Plan Commission will use the assessment in determining compatibility with the Intent and Purpose of this ordinance and land suitability under § 545-4B. The site assessment checklist shall apply to all land divisions, including minor subdivisions. The Plan Commission may waive the requirement for filing of a site assessment checklist for minor subdivisions of less than five acres total area.
- B. The subdivider or agent shall prepare a Concept Plan prior to the pre-application consultation. The purpose of this concept plan is to depict the general intent of the subdivider in terms of general layout of the land division and its relationship to nearby properties, utilities, and other public facilities. In conjunction with the site assessment checklist, the concept plan provides an opportunity to review the general intent and impact of the proposed land division without the need for detailed engineering, surveying, and other time-consuming and costly processes associated with the preliminary plat. The concept plan requirement shall apply to all land divisions, including minor subdivisions. The Plan Commission may

waive the requirement for the filing of a concept plan for minor subdivisions of less than five acres total area. The concept plan also shall include written request to the Public Works Commission for any water main and sanitary sewer extensions necessary to serve the proposed plat.

- C. The applicant shall provide a signed statement listing development projects for which the applicant has received City approval in the last five years and indicating any outstanding performance or financial obligations on such projects that derive from application of City land use regulations. If this statement is found to contain information contrary to fact, to omit the listing of such projects or obligations, or to describe obligations on which performance or payment is delinquent, the application may be dismissed without prejudice until the application is corrected and/or the delinquency is cured.
- D. On completion of the Site Assessment Checklist and Concept Plan, a preapplication meeting shall be held with the Department of Public Works and Zoning Administrator to assist the subdivider in appraising the objectives of this chapter, the Comprehensive Plan, the Official Map, and any pertinent ordinances and to reach conclusions regarding the objectives and general program for the development. The subdivider is advised to consider revision of the submitted documents per the direction of the Department of Public Works and the Zoning Administrator prior to formal application submittal for any comprehensive development plan, preliminary subdivision plat, condominium plat, or certified survey map.

**§ 545-12. Comprehensive development plan review.**

- A. When the subdivider has eighty acres or more of land under his/her control, he or she may, where authorized by the Plan Commission, elect to file a comprehensive development plan (CDP) in lieu of a preliminary plat for that land not to be included in the first phase of the final plat.
- B. The process for review of the CDP shall be identical to and shall coincide with review of the preliminary plat submitted for the remaining portion of the property.
- C. The Plan Commission shall approve, conditionally approve, or reject the CDP within the same review period as required for the preliminary plat. One copy shall be returned to the applicant, including notification in writing of any conditions of approval or reasons for rejection.
- D. Any subsequent change to the CDP and exhibits shall require filing with the Secretary of the Plan Commission. Within thirty days of filing, the Plan Commission shall approve, conditionally approve, or reject the revised CDP.
- E. Regarding comprehensive development plan requirements, the CDP shall be submitted in twenty copies at a scale of not more than 200 feet to one inch and shall show all lands under the control of the applicant that are contiguous or separated only by existing public roads or railroad rights-of-way. The plan shall show:
  - (1) The items under required preliminary plat data in Subsection **B**.
  - (2) All proposed collector and arterial streets.



- (3) All proposed stormwater drainage facilities.
- (4) Projected population broken down by single-family and multifamily units.
- (5) A further breakdown of multifamily units by the number of bedrooms on a percentage basis.
- (6) The development schedule, indicating the approximate timing of the proposed development.
- (7) A draft preliminary plat meeting the requirements of this chapter may be submitted after a minimum of twenty days after submitting the comprehensive development plan for that portion of land to be developed in the first stage.

#### § 545-13 **Preliminary plat review.**

Prior to submitting a final plat for approval, the subdivider shall prepare a preliminary plat and complete a site assessment checklist. The preliminary plat shall be prepared in accordance with this Ordinance, and the subdivider shall file an adequate number of copies and an electronic copy in a digital format as determined by the City Clerk.

##### A. Preliminary plat procedure.

- (1) The preliminary plat shall include the entire area owned or controlled by the subdivider. The Plan Commission may waive this requirement to allow the subdivider to submit a comprehensive development plan (CDP) for that portion of the land which is not to be included in the final plat when the subdivider owns or controls eighty acres or more. The subdivider shall in all cases submit a preliminary plat for the lands to be included in the first phase of the final plat.
- (2) Prior to Plan Commission review of a formal application for a preliminary plat, the subdivider shall meet with the Site Plan Review Committee to obtain feedback.
- (3) The request for approval by the Plan Commission shall be submitted at least thirty days prior to the date of the meeting of the Plan Commission at which the request is to be considered and shall include all data required by this chapter.
- (4) Within two normal working days after filing, the City Clerk shall transmit an electronic copy of the preliminary plat to the Dodge or Jefferson County Planning Agency for review and comment.
- (5) Pursuant to Section **236.12(2)** of the Wisconsin Statutes, the subdivider shall submit an electronic or paper copy of the preliminary plat to the Director of Plat Review at the Wisconsin Department of Administration, who will prepare and forward copies of the plat at the subdivider's expense to the objecting agencies.
- (6) Within twenty days of the date of receiving their copies of the preliminary plat, the objecting agencies shall notify the subdivider and all other approving and objecting agencies of any objections. If there are no objections, they shall certify that on the face of the copy of the plat and shall return that copy to the Wisconsin Department of Administration. The Department of Administration shall notify promptly the City

Clerk if such certification is submitted by an objecting agency. If any objecting agency fails to act within twenty days and the Department of Administration fails to act within thirty days from the date on which they received the plat, they shall be deemed to have no objection to the plat and, upon demand, the Department of Administration shall certify that on the face of the plat.

- (7) The Plan Commission shall review promptly the preliminary plat, after objections and comments have been received by the objecting and reviewing agencies and officials, for conformance with the intent and provisions of this chapter, all related plans and ordinances, and the recommendations of appropriate City committees and commissions. The Plan Commission shall recommend approval, denial, or approval with conditions.
- (8) Within ninety days from the date submitted, the Common Council shall approve, approve conditionally, or reject the preliminary plat and, when included, the comprehensive development plan, based on its determination of conformance with the intent and provisions of this chapter, all related plans and ordinances, and the recommendations of appropriate City committees and commissions. Such time may be extended by a written agreement with the subdivider. Failure of the Common Council to act within such ninety days or extension thereof shall constitute an approval of the preliminary plat and comprehensive development plan. The reasons for conditional approval or rejection shall be stated in the minutes of the meeting, and a letter stating such reasons shall be sent to the applicant. Approval of a preliminary plat shall be valid for thirty-six months from the date of the last required approval of the preliminary plat.
- (9) Replats are to be processed according to the provisions of § 236.36, Replats, of the Wisconsin Statutes.
- (10) If the preliminary plat or certified survey map contains private road(s), the following note shall be added to the plat or CSM when it is presented for approval as a final plat:

#### **Notice of Possible Limitation of Public Services**

This plat or certified survey map contains private road(s) and, as a result, certain City services may be limited. The extent of these limitations is spelled out in a document called a City/developer agreement or, if this is a condominium plat, in a document called a general development plan (GDP), which directly relates to this plat or CSM and is filed as a public document in the offices of both the Watertown City Clerk/Treasurer and the Director of Public Works for the City of Watertown.

- (11) The subdivider shall provide a copy of the approved preliminary plat to the following utility providers or their successor company(ies) for their comments prior to the drawing of the final plat: We Energies Electric, We Energies Gas, AT&T, Spectrum, and TDS.
- B. Preliminary plat requirements. The preliminary plat shall be submitted in twenty copies at a scale of not more than 100 feet to one inch and shall show correctly on its face:



## (1) Description.

- (a) Name of the proposed subdivision.
- (b) Name, address, and telephone number of the owner, subdivider, engineer, land surveyor, and land planner.
- (c) Date, graphic scale, and North point.
- (d) Location of the proposed subdivision by government lot, quarter section, township, range and county, and a location map showing the relationship between the plan and its surrounding area.

## (2) Existing conditions.

- (a) Contours at vertical intervals of not more than two feet for a slope less than five percent and five feet for a slope of five percent or more.
- (b) A scaled drawing of the exterior boundaries of the proposed subdivision referenced to a corner established by the United States Public Land Survey and the total acreage encompassed thereby.
- (c) Location of existing property lines, buildings, drives, streams and watercourses, dry runs, lakes, marshes, rock outcrops, wooded areas, environmental corridors, and other similar significant features within the parcel being subdivided.
- (d) Location, right-of-way width, and names of any adjacent existing streets, alleys, or other public ways, easements, and railroad and utility rights-of-way within or adjacent to the proposed subdivision.
- (e) Type, width, and elevation of any adjacent existing street pavements together with any legally established center-line elevations for streets located outside the City limits.
- (f) Water elevations of adjoining lakes or streams at the date of the survey and known or determined high- and low-water elevations and boundaries of the one-hundred-year floodplain and floodway.
- (g) Subsurface soil, rock, and water conditions, including depth to bedrock and average depth to groundwater table.
- (h) Location, size, and invert elevation of any existing sanitary and storm sewers, culverts, or drainpipes and the location and size of any existing water and gas mains on or adjacent to the plat and proposed for use in the development. If sewers and water mains are not present on or adjacent to the preliminary plat, the distance to and the size of those nearest and the invert elevations of sewers shall be indicated.
- (i) Location and names of adjacent subdivisions, parks, and cemeteries.
- (j) Existing land use and zoning included within or adjacent to the proposed subdivision.

## (3) Proposed conditions.

- (a) Location, width, and name of all proposed streets and walkways.
- (b) Layout and scale dimensions of all lots and proposed lot and block numbers.
- (c) Draft of proposed covenants (if any) to be imposed.
- (d) Location and approximate dimensions of any sites to be reserved or dedicated for parks, playgrounds, greenways, or other public uses or which are to be used for group housing, shopping centers, church sites, or other nonpublic uses.
- (e) Plans showing the proposed locations for streets, walkways, drainageways, and public easements showing the existing ground surface, including extensions for reasonable distance beyond the limits of the proposed subdivision, when requested, shall be submitted with the preliminary plat. The subdivider also shall provide a statement from a licensed engineer representing the project that certifies that the technical requirements of this chapter will be met when final engineering design plans (including plans and profiles for public improvements and grading, erosion control, and stormwater management plans) are submitted. Such final engineering design plans shall be submitted and approved by the City Engineer prior to approval of the final plat.
- (f) When requested by the City Engineer, because of concern about drainage, groundwater, and tree cover, a lot grading plan showing proposed contours at vertical intervals of not more than two feet.

#### § 545-14 **Final plat.**

A final plat shall not be submitted for approval before approval of the preliminary plat as required in § 545-13. A final plat shall be prepared according to this Ordinance and the subdivider shall file an adequate number of copies and/or an electronic copy, as determined by the City Clerk, of the plat for distribution according to this section.

##### A. Final plat procedure.

- (1) The subdivider shall file a written request for approval of the final plat with the Secretary of the Plan Commission and the State of Wisconsin according to § 236.12, Wis. Stats. Such written request and filing of final plats shall be submitted at least thirty days prior to the date of the meeting of the Plan Commission at which the request is to be considered and shall include all data required by this chapter. The Plan Commission may forward a copy of the final plat to Dodge or Jefferson County for review and comment. The proposed plat may constitute only that portion of the approved preliminary plat which the subdivider proposes to record at that time.
- (2) The final plat shall include the entire area owned or controlled by the subdivider within the phase of development for which final approval is sought.
- (3) The Plan Commission shall recommend approval, denial, or approval with conditions, and the Common Council shall, within sixty days from the date submitted, approve, approve conditionally, or reject the final plat, based on its



determination of conformance with the intent and provisions of this chapter and all related plans and ordinances and recommendations of appropriate City committees and commissions. Such time may be extended by a written agreement with the subdivider. The Common Council shall review the final plat for conformity with all conditions of approval, if any, and § 545-4 of this chapter, and shall base approval or disapproval on these requirements. If the final plat meets the requirements of this chapter and has been submitted within thirty-six months from the approval date of the preliminary plat and the conditions have been met in the case of a preliminary plat given conditional approval, the Council shall approve the final plat.

- (4) Prior to signing an approved final plat by the City Clerk, the developer shall enter into a contract for improvements as required by Article III below. Prior to signing said contract by the Mayor and the City Clerk/Treasurer, the developer shall pay to the City all required fees, area charges, and deposits and provide any required financial guarantee.
- (5) The final plat shall be recorded with the Dodge or Jefferson County Register of Deeds only after certificates of the Wisconsin Department of Administration, of the Common Council, of the surveyor, and those certificates required by § 236.21, Wis. Stats., are placed on the face of the plat. The developer shall record the final plat with the proper County Register of Deeds within twelve months after the date of the last approval of the plat and within thirty-six months after the first approval. All required fees shall be due and payable prior to the proper City officials' signing of the approved final plat except for utility impact, parkland dedication, and park impact fees, which shall be paid prior to issuance of any building permits. Failure to record any Plat within the required timeframes shall be deemed withdrawn, and a new certification is required.
- (6) If the Common Council fails to act within sixty days, the time has not been extended by agreement, and no unsatisfied objections have been filed within that period, the plat shall be deemed approved and, upon demand, a certificate to that effect shall be made on the face of the plat by the Clerk/Treasurer of the City.
- (7) Recordation. After the final plat has been approved by the Common Council and required improvements either installed or a contract and sureties insuring their installation is filed, the City Clerk shall cause the certificate inscribed upon the plat attesting to such approval to be executed duly and the plat returned to the subdivider for recording with the County Register of Deeds at the subdivider's expense. The Register of Deeds shall not record the plat unless it is offered for recording within twelve months after the date of the last approval and within thirty-six months after the date of first approval, as required by Section 236.25(2)(b) of the Wisconsin Statutes.

B. Final plat requirements. The final plat of the proposed subdivision shall comply with the requirements of Ch. 236, Wis. Stats., and Subsection A of this section.

#### § 545-15 Minor subdivision (certified survey map).

No person, firm or corporation shall divide any land located within the corporate limits of

the City of Watertown that shall result in a minor subdivision as defined by this chapter without first filing an application and a certified survey map for approval by the Plan Commission (and the Common Council when dedication of land is involved) and subsequently recording said map with the Dodge or Jefferson County Register of Deeds. The certified survey map shall comply fully with § 236.34, Wis. Stats. and with all applicable requirements of this chapter.

A. Procedure:

- (1) Before filing an application for approval of a certified survey, the subdivider shall follow the pre-application consultation procedures outlined in § 545-11.

B. Certified survey map requirements.

- (1) The certified survey map shall be prepared by a professional land surveyor and shall comply with the provisions of § 236.34, Wis. Stats., and of this chapter.
- (2) The certificate of approval shall be placed on the face of the map.
- (3) When a dedication of land is required, the Common Council resolution accepting the dedication and approving the map shall be placed on the face of the map.
- (4) The applicant shall comply with the provisions of § 545-4 (General requirements) and Article III (Required Improvements and Design Standards) of this chapter.
- (5) Where streets or other areas are dedicated to the public, the certified survey map shall contain an owner's and a mortgagee's certificate that are in substantially the same form as required by § 236.21(2)(a), Wis. Stats. (C) Plan Commission action. Within ninety days, the Plan Commission shall, or where there is dedication of land, the Common Council shall approve, approve conditionally, or reject the certified survey map. The reason for conditional approval or for rejection shall be recorded in the minutes, and a letter detailing the action taken shall be sent to the applicant. Before an approved certified survey map is recorded, the applicant must pay to the City or other unit of government any accrued real estate taxes and special assessments owing on any land dedicated by the survey and to the Dodge or Jefferson County Treasurer any delinquent taxes on the dedicated land. Upon recording by the developer, two copies of the recorded document shall be furnished to the City.

§ 545-16 **Extraterritorial land divisions.**  
**[Amended by Ord. No. 98-64]**

- A. Extraterritorial land division policies. The following policies shall govern the City Plan Commission in approving division of land within the extraterritorial area in order to promote those purposes set forth in § 545-3, if the City of Watertown elects to formally apply its extraterritorial land division approval authority through Council resolution.
- (1) No land divisions (subdivisions or minor subdivisions) as defined in this chapter will be permitted within the formally adopted extraterritorial limits of the City of Watertown without approval of the City, per the procedures in this chapter as applicable to land divisions within the City.
  - (2) The minimum lot size within the formally adopted extraterritorial limits of the City of



Watertown shall be one acre. A smaller lot size may be allowed if also approved by the respective town board.

- (3) The City of Watertown will attempt to seek consistency of the City's plans and locally adopted town plans. To the extent that the policies of the City of Watertown are more restrictive in regard to the protection of the public health, safety, welfare, or environmental quality or in terms of implementing the City's Official Map, the City's policies shall prevail. All land divisions within the formally adopted extraterritorial limits will be subject to the land reservation or dedication requirements of this chapter. This specifically means the following:
  - (a) Any public right-of-way area identified on the City Comprehensive Plan or Official Map shall be dedicated conforming with requirements of this chapter.
  - (b) Any waterway or stormwater management area identified on the City Comprehensive Plan or Official Map shall be dedicated conforming with requirements of this chapter.
  - (c) Any land falling within the limits of an environmental corridor, as mapped by the City of Watertown or Jefferson County or Dodge County, will be required to record a public open space easement specifying that the development shall be consistent with conservancy area zoning in Chapter **550**, Zoning.
- (4) All land divisions within the formally adopted extraterritorial limits shall be required to meet all of the development layout design standards contained in this chapter.
- (5) All land divisions within the formally adopted extraterritorial limits shall be required to follow erosion control plans complying with this chapter.
- (6) All land divisions within the formally adopted extraterritorial limits shall pay the required review fees contained in this chapter prior to initial placement on the Plan Commission agenda.
- (7) The Plan Commission may require placement of covenants or deed restrictions deemed necessary and appropriate by the City Plan Commission to protect environmental quality, public health, safety, and welfare or otherwise implement the City's Official Map. Any such restrictions shall be placed on the face of the plat or certified survey map.
- (8) If a modification is granted to the above provision, the resulting division of land shall conform to all of the pertinent regulations of this chapter.

**B. Extraterritorial land division procedures.**

- (1) In all cases, the time period within which action is required shall not begin until the town board, the staff serving the Jefferson County or Dodge County Zoning Committee, and the City of Watertown have received all maps, drawings, and data required for plat or certified survey map approval.

- (a) No person, firm, or corporation shall divide any land located within the formally adopted land division approval jurisdiction of the City of Watertown without first filing an application and paying the City's standard land division review fee.
- (b) Preapplication procedure. Before filing an application for approval of a plat or certified survey, the subdivider shall consult with the Department of Public Works and shall prepare the following:
  - i. Prepare a preliminary sketch for review.
  - ii. Complete a site assessment checklist.
- C. Extraterritorial land division requirements. Submittal requirements for land divisions within the extraterritorial land division jurisdiction enacted by Common Council resolution shall be identical to those required for land divisions within the City limits. Preliminary plats and certified survey maps shall pay a fee as set by the Common Council and provided under separate fee schedule to defray the administrative cost of review.

#### § 545-17 **Fee and dedication schedule.**

The following schedule is established to ensure that each land division, subdivision, planned development and development project pays its share of costs for public facilities and services. The fees in Subsection B also shall apply to extraterritorial approval jurisdiction of the City of Watertown.

- A. Park and open space fee or dedication. A dedication of land and/or the payment of a fee according to the provisions of § **545-42** of this chapter is required for each dwelling unit planned for development.
- B. Fees to defray administrative expenses. The subdivider of land divisions within the City shall reimburse the City for its actual cost of design, inspection, inventorying, mapping, and collecting attribute information for infrastructure features for the GIS database, testing, construction, and associated legal and real estate fees for the required public improvements for the land division unless otherwise recovered through other fees. The subdivider shall pay to the City of Watertown fees as set by the Common Council and provided under separate fee schedule. Site Plan Review Committee review fees applicable to zoning and development-related issues shall not be applied to land divisions. The City's costs shall be determined as follows:
  - (1) The cost of City equipment employed;
  - (2) The actual costs of City materials incorporated into the work, including transportation costs, plus a restocking and/or handling fee not to exceed ten percent of the cost of the materials;
  - (3) All consultant fees associated with the public improvements at the invoiced amount complying with § **66.0628(3)**, Wis. Stats.
- C. (Reserved)



- D. Area charge for stormwater management facilities. The subdivider shall pay to the City of Watertown the apportioned cost for development of an area-wide stormwater drainage system where such a facility has been designed to serve the proposed subdivision.
- E. Sewerage fee. The subdivider shall pay to the City of Watertown the apportioned cost, determined by the City, for sanitary sewer connection fees.

#### § 545-18 Condominium projects.

Each condominium project shall be reviewed on the basis of a condominium plat prepared pursuant to § 703.11, Wis. Stats., and other applicable statutes and these land division and subdivision regulations as a plat or certified survey map for the land development or subdivision elements of the project. Minor subdivision procedures in § 545-15 above shall apply to City review of condominium plats.

§ 545-19 Reserved.

### Article III Required Improvements and Design Standards

#### § 545-20 Statement of intent.

- A. It is the intent of the City to ensure the quality in land development and to ensure that each development pays its share of the cost of public facilities and services. The City will encourage the use of planned developments employing innovative techniques for the design of functional and aesthetic neighborhoods that maximize open space and preserve the natural environment. Subdivisions shall be served by public water and sanitary sewers and by public streets.
- B. Prior to final approval and acceptance of improvements and prior to the issuance of any building permits in a subdivision located within the corporate limits and extraterritorial plat approval jurisdiction of the City of Watertown, the subdivider shall install public improvements as hereinafter provided. These improvements may be installed in plat phases approved by the Plan Commission and public improvement phases approved by the Public Works Commission. No building permit may be issued for construction outside of phases of the plat that have not had plans fully approved by the City. Building permits may be issued upon substantial completion of public improvements as defined in Wis. Stats. **236.13(2)(am)(2)**. Occupancy permits shall not be issued prior to the completion, inspection, and acceptance of all requirement improvements.

#### § 545-21 Early Start Permits.

- A. Pursuant to Wis. Stats. **236.13(2)(am)3.c**, upon application signed by the subdivider and subject to the requirements below, the zoning administrator may authorize the issuance of early start permits if all public improvements related to public safety are complete and the subdivider has posted the necessary security required.
  - (1) The early start permit may authorize only site grading, utilities, footings, and foundation installation. Other noncombustible construction such as steel may be authorized only if no heat source is required for construction. Combustible materials shall not be stored on site.

- (2) The public improvements related to public safety may be deemed to be complete only if all of the following conditions have been met:
- (a) The subdivider shall provide and at all times maintain adequate road access for public safety, including a minimum of road base course, that meets the requirements of the fire department and accommodates the weight, width, and turning radius of the fire apparatus and sufficiently permits access by emergency vehicles.
  - (b) The subdivider's engineer has assigned the top of foundation wall elevation. After completing foundation and prior to issuing additional building permits for vertical construction, the subdivider's or builder's engineer shall certify with their professional license stamp that the top of foundation wall elevation has been constructed according to the approved subdivision drainage plan.
  - (c) Erosion control for each applicable building site has been designed and installed.
  - (d) Lot corner monuments have been installed for each applicable site.
  - (e) Street name signs have been installed, and reflective address plates are present at the building site.
- (3) All fees and charges due to the city, including but not limited to park fees and impact fees, shall be paid, proper security posted, and barricades provided prior to issuing any permit including early start permit for constructing foundations and other noncombustible structure.

#### § 545-22 **Monuments.**

- A. The subdivision shall be monumented according to the requirements of § 236.15, Wis. Stats. If the topography is such that extensive grading is required, the subdivider may place the monuments after the grading is completed with the permission of the Director of Public Works/City Engineer, and provided the subdivider executes a surety bond in an amount required by the Director of Public Works/City Engineer to insure that the monuments will be placed within the required time.
- B. Where the plat is located within a United States Public Land Survey quarter section, the corners of which have been relocated, monumented, and placed on the Wisconsin State Plane Coordinate System by Dodge or Jefferson County or the City, the plat shall be tied directly to two or more of the sections or quarter corners so relocated, monumented, and coordinated. The exact grid bearing and distance of such tie shall be determined by field measurements, and the type of monument and Wisconsin State Plane Coordinates of the monument marking the relocated section or quarter corners to which the plat is tied shall be indicated on the plat. All distances and bearings shall be referenced to the Wisconsin Coordinate System, South Zone. The grid bearing and distance of the tie shall be determined by a closed survey meeting the error of closure herein specified for the survey of the exterior boundaries of the subdivision and as adjusted to the City's control survey.



### § 545-23 **Conformity with adopted plans.**

All proposed development shall conform to the Comprehensive Plan, Plan for Parks and Open Space, Transportation Plan, Utility Plans, and the Official Map of the City as they relate to utilities and transportation facilities. The classification and location of all streets shall conform to the Official Map and shall be considered in their relationship to existing and planned streets, to topographic conditions, to natural features, to public convenience and safety, and in their appropriate location to the proposed uses of the land to be served.

### § 545-24 **Relationship to existing and future development.**

- A. The arrangement of streets in new subdivisions shall make provision for continuing existing streets in adjoining areas.
- B. Where adjoining areas are not subdivided or developed and the Comprehensive Plan indicates development is desired, the arrangement of streets in the proposed development shall provide for proper projection of streets to the boundary of the proposed development.

### § 545-25 **Blocks.**

- A. The lengths, widths, and shapes of blocks shall be compatible with the planned use of the land, zoning requirements, need for convenient access, control and safety of street traffic, and the limitations and opportunities of topography.
- B. Block lengths in residential areas shall not be less than 600 feet nor more than 1,000 feet between street lines unless dictated by exceptional topography or other limiting factors of good design.
- C. Blocks shall be sufficient width to provide for two tiers of lots of appropriate depth except where otherwise required to separate residential development from through traffic and railroad rights-of-way or to protect natural resources.
- D. Pedestrian ways or crosswalks not less than ten feet in width shall be provided near the center and entirely across any block 900 feet or more in length or elsewhere where deemed essential to provide convenient pedestrian circulation or access to parks, schools, shopping centers, churches, or transportation facilities.

### § 545-26 **Lots.**

- A. The size, shape, and orientation of the lots shall be appropriate for the location of the subdivision and for the type of development and use contemplated.
- B. Lot dimensions and setback lines shall conform to the requirements of Chapter **550**, Zoning.
- C. Excessive depth in relation to width shall be avoided, and a proportion of two to one shall be considered normally as a desirable maximum for lots.
- D. Whenever possible, side lot lines shall be right angles to straight lines or radial to curved street lines on which the lots face.
- E. Corner lots shall have sufficient width to permit adequate building setbacks from side streets to conform with Chapter **550**, Zoning.

- F. Every lot shall front or abut a public street for a minimum distance of fifty feet. The minimum lot width may be reduced if authorized by specific zoning districts under Chapter **550**, Zoning.
- G. Lot lines shall follow municipal boundary lines.
- H. Double frontage and reverse frontage lots shall be prohibited except where necessary to provide separation of residential development from through traffic or to overcome specific disadvantages of topography and orientation.
- I. Residential lots fronting or backing on arterial streets shall be platted with extra depth as required in § **545-29**.
- J. Substandard Lots. According to Section **66.10015(2)(e)** of the Wisconsin Statutes, a property owner of a legal nonconforming (substandard) lot that existed at the time of the effective date of this Ordinance may:
  - (1) Convey an ownership interest in a substandard lot.
  - (2) Use the substandard lot as a building site if all of the following apply:
    - (a) The substandard lot or parcel has never been developed with one or more of its structures placed partly upon an adjacent lot or parcel.
    - (b) The substandard lot or parcel is developed to comply with all other requirements of this Ordinance except the minimum lot dimensional requirement unless otherwise specified.
  - (3) The City may not require one or more lots to be merged with another lot for any purpose without the consent of the owners of the lots to be merged.

§ 545-27 **Building setback lines.**

- A. Where they are not controlled by the Zoning Code, building setback lines appropriate to the location and type of development shall be established by the Plan Commission but shall in no instance be less than typically required by Chapter **550**, Zoning. Examples of the application of this provision would include requiring greater setbacks for lots on cul-de-sacs or curved streets to achieve the necessary lot width at the setback line, conform to setbacks of existing adjacent development, accommodate a coving or other unique design, avoid placing buildings within buffers, easements, or vision clearance triangles, protect natural resources, or conform to greater setbacks along arterial streets and highways to meet the requirements of Chapter Trans **233** of the Wisconsin Administrative Code.
- B. Where lots abut floodplains, wetlands, navigable waters, or other waters of the State, all improvements shall meet requirements of Chapter **550** and Chapter **532** of the City of Watertown Municipal Code of Ordinances.

§ 545-28 **Railroads and limited access highways.**

Whenever the proposed subdivision contains or is adjacent to a railroad right-of-way or



limited access highway, the subdivider shall proceed as follows:

- A. In residential districts a buffer strip at least thirty feet in depth in addition to the normal lot depth required shall be provided adjacent to the right-of-way of a railroad or limited access highway. This strip shall be part of the platted lots, but the following restriction shall be written on the plat: "This strip reserved for the planting of trees or shrubs by the owner. The building of structures hereon is prohibited, and this strip shall not be counted as any required yard. Maintenance of this strip is a responsibility of the lot owner."
- B. The Plan Commission may require a street approximately parallel to and on each side of such right-of-way at a distance suitable for the appropriate use of the intervening land.
- C. Location of local streets immediately adjacent and parallel to railroad rights-of-way shall be avoided.

#### § 545-29 **Streets.**

All streets must meet the design standards in Table 1 and the following requirements:

- A. Additional right-of-way on existing streets. Developments that adjoin existing streets which have rights-of-way less than the minimum standard than the roadway as classified in the Comprehensive Plan and/or Official Map shall dedicate additional right-of-way to meet those minimum standards.
- B. Temporary roadway termination. Where a street is terminated temporarily at the edge of a development and the street is longer than 240 feet or two lot widths, a temporary turnaround shall be provided by one of the following methods:
  - (1) If the adjacent land is owned by the subdivider, a temporary turnaround can be provided through a restriction (temporary easement) on said land. Such a turnaround shall be constructed to City standards.
  - (2) The subdivider may provide the required turnaround on one of the last lots fronting on the temporary dead-end street through the use of a temporary easement running to the City. Such a turnaround shall be constructed to City standards.
- C. Reserve strips. There shall be no reserve strips controlling access to streets except where control of such strips is placed in the City under conditions recommended by the Plan Commission and approved by the Common Council.
- D. Half streets. Where an existing dedicated or platted half street is adjacent to a tract being subdivided, the other half of the street shall be dedicated by the subdivider. In new plats, the creation of half streets is prohibited.
- E. Street jogs. Street jogs with center-line offsets of less than 150 feet shall not be allowed. On collectors and arterials, offsets of less than 600 feet shall not be allowed.
- F. Intersections.
  - (1) No more than two streets shall intersect at one point.

- (2) Such intersection shall be laid out so that the angle of intersection is as nearly as possible a right angle.
  - (3) No street shall intersect another street at less than a seventy-five-degree angle.
  - (4) Intersections along arterial streets and highways shall be held to a minimum, and, whenever feasible, the minimum distance between intersections shall be 1,200 feet.
- G. Restriction of access (protection of arterial streets and highways). Whenever a proposed subdivision contains or is adjacent to an arterial street or highway, adequate protection of residential property, limitation of access, and the separation of through and local traffic shall be provided by:
  - (1) Reversed frontage with screen planting contained in a nonaccess reservation along the rear property line; or
  - (2) Marginal access street (frontage road).
- H. Street names. A proposed street that aligns with or joins an existing and named street shall bear the name of the existing street. In no other case shall the proposed name of the street duplicate the name of an existing street within the Watertown Fire Department Service District. The use of the suffix "street," "avenue," "boulevard," "drive," "place," or "court" or similar description shall not be sufficient distinction to constitute compliance with this subsection.
- I. Alleys. Alleys shall not be allowed in residential districts except as approved as part of a planned unit development. In commercial, office, and industrial districts, alleys or other definite and assured provisions shall be made for off-street parking, loading, and service access consistent with and adequate for the uses proposed but not inconsistent with the operation and use of the abutting street. No dead-end alleys shall be allowed, nor shall any alley have its point of connection on an arterial street.
- J. Cul-de-sac streets. No more than twenty percent of the lots within a final plat may abut a cul-de-sac except where necessary to provide a development solution (as determined by the City Engineer) to a portion of the subject property otherwise undevelopable because of surrounding existing development or natural feature such as floodplain, wetland, or steep slope. All cul-de-sac streets shall terminate in a circular turnaround meeting the dimension standards in Table 1.
- K. Parkways, greenways, and environmental corridors. When parkways, greenways, and environmental corridors are to be provided within the proposed plat or certified survey and are not officially mapped in enough detail to determine exact dimensions, their width shall be determined by the City Engineer.
- L. Grades. The maximum street grades shall be those in Table 1. Pedestrian ways shall have a maximum grade of eight percent. Changes in street grades shall provide such sight distances as the City Engineer determines are required. Wherever possible, street grades shall be established to avoid excessive grading, removal of ground cover and trees, and leveling of the topography.



M. Pedestrian ways and bikeways. In the design of the plat, the developer shall make provisions for pedestrian ways and bikeways for transport and recreation as required by the Plan Commission on recommendation of the Park, Recreation and Forestry Commission and the Public Works Commission, based upon recommendations contained with the Comprehensive Plan and formally adopted subplans and policies. Required pedestrian ways and bikeways shall adhere to city specifications as required in Chapter **545**.

N. Street grading.

- (1) With the submittal of the preliminary plat, the subdivider shall furnish standard drawings that indicate the existing and proposed grades of streets shown on the plat. After completing design engineering work on the streets and approving street grades by the Director of Public Works/City Engineer and approving erosion control measures by the City Engineer, the subdivider shall grade as required within the right-of-way of the streets proposed to be dedicated, including the vision clearance triangle on corner lots as required in Chapter **550**, Zoning. In cases where an existing street right-of-way is made part of the plat or abuts the plat, the subdivider shall grade that portion of the right-of-way between the existing pavement and the property line.
- (2) The bed for the roadways in the street rights-of-way shall be graded to subgrade elevation. The City Engineer shall approve all grading within rights-of-way, and said grading shall extend for a sufficient distance beyond the right-of-way to ensure that the established grade will be preserved. The grading of rights-of-way for principal and primary arterials shall be required only where necessary to provide access to the streets or lots in the plat. Where lots abut principal and primary arterials, they shall be graded to proposed street grade or to a grade approved by the Director of Public Works/City Engineer prior to sale.

O. Street construction. **[Amended by Ord. No. 01-10]**

- (1) After sanitary sewer and water utilities, storm sewer trunk lines, manholes, and catch basins have been installed, the subdivider shall construct and dedicate as part of the subdivision streets and sidewalks, including those adjacent to platted lots in existing street rights-of-way abutting the plat, curbs and gutters, local storm sewer inlets, leads, manholes, catch basins, and lines as deemed necessary by the Public Works Commission and required by the Common Council. The subdivider shall surface roadways to the widths prescribed by the Public Works Commission and the Director of Public Works/City Engineer. Construction shall be to City standard specifications for street improvements. Sidewalks shall be installed as per the requirements in § **545-37**.
- (2) All required installations of sanitary sewer, water main, stormwater facilities, bikeways, gravel, binder course of asphalt pavement, curb and gutter, and related improvements shall be made by the subdivider prior to issuing building permits. The final lift of asphalt shall be installed in the construction season following these improvements to permit settling associated with the winter freeze-thaw cycle. Any required installation of curbs and gutters shall be completed by October 15 of any given year, and any required placement of asphalt pavement shall be completed by

November 1 of any given year, unless inclement, unseasonable, or marginal weather conditions exist prior to these respective dates. In that case, the Director of Public Works/City Engineer shall determine under what circumstances either installation may be allowed. If not completed by these dates, no building permits shall be issued until the required work is completed during the next construction season. Sidewalks shall be installed for each lot prior to occupancy, except that the entire required sidewalk network shall be installed within two years of final plat recordation.

- (3) Street and sidewalk construction must comply with City standard specifications and be inspected by the Director of Public Works/City Engineer. The maintenance responsibility for pedestrian ways and bikeways that are not located in the public street right-of-way shall go to abutting property owners in the same manner as those in the public right-of-way.

#### § 545-30 **Water.**

The subdivider shall install water facilities necessary to serve the subdivision as designated and approved by the Public Works Commission. These improvements are subject to City of Watertown Standard Specifications and inspection and may be required offsite to ensure appropriate service as determined by the Water Division. The developer shall guarantee the functional operation of all system parts for one year from date of acceptance. Acceptance by the City shall be contingent upon the developer meeting all conditions, including approved design, installation, regulatory approvals, payment of all costs for the total project, and any special provisions indicated for a particular project. Upon inspection and acceptance, all water system improvements become the property of the City of Watertown.

#### § 545-31 **Sanitary sewer.**

The subdivider shall install sanitary sewer facilities necessary to serve the subdivision as designated and approved by the Public Works Commission. These improvements are subject to the City of Watertown Standard Specifications and inspection. The developer shall guarantee the functional operation of all system parts for one year from date of acceptance. Acceptance by the City shall be contingent upon the developer meeting all conditions, including approved design, installation, regulatory approvals, payment of all costs for the total project, and any special provisions indicated for a particular project. Upon inspection and acceptance, all sewer system improvements become the property of the City of Watertown.

#### § 545-32 **Utility easements.**

##### A. Underground requirements.

- (1) All new electric distribution lines, all new telephone lines from which individual lots are served, community antenna television cables and services, and gas utility services shall be underground unless the Plan Commission shall find upon study that:
  - (a) The placing of such facilities underground would not be compatible with the development; or
  - (b) Location, topography, soil, swamp, solid rock, boulders, stands of trees, rows of trees, hedges, or other physical conditions would make underground installation unreasonable or impracticable.



- (2) Associated equipment and facilities, such as but not limited to substations, pad-mounted transformers, pad-mounted sectionalizing switches, and pedestal-mounted terminal boxes may be located above ground, provided that they are located in an inconspicuous manner, screened from public view, and fit into the development plans for the subdivision.
- (3) The subdivider or his agent shall furnish proof to the Plan Commission that such arrangements as may be required under applicable rates and rules filed with the Public Service Commission of the State of Wisconsin have been made with the owners of such lines or services for placing their respective facilities underground as required by this section as a condition preceding approval of the final plat, development plan, or certified survey map.
- (4) Temporary overhead facilities may be installed to serve a construction site or where necessary because of severe weather conditions. In the latter case, within a reasonable time after weather conditions have moderated or upon completion of installation of permanent underground facilities, such temporary facilities shall be replaced by underground facilities and the temporary facilities removed.

B. Easement conditions.

- (1) Adequate easements shall be provided and dedicated on each side of all rear lot lines and on side lot lines, across lots, or along front lot lines where necessary for the installation of storm and sanitary sewers, gas, water, electric lines, and communication lines. Such easements shall be noted as “utility easements” on the final plat or certified survey map. Prior to approval of the final plat, the specific implementation plan for a planned unit development (PUD), the comprehensive development plan, or the certified survey map, concurrence of the appropriate electric and gas communications companies as to the location and width of the utility easements shall be noted on the final plat, specific implementation plan for the PUD, comprehensive development plan, or certified survey map. All easements for storm and sanitary sewers, water mains, pedestrian walks, and other public purposes shall be noted thereon as “public easements for” followed by reference to the use for which they are intended.
- (2) Where the electric and gas communications facilities are to be installed underground, the utility easements shall be graded to within six inches of final grade by the subdivider prior to the installation of such facilities, and earth fill and piles or mounds of dirt shall not be stored on such easement areas. When installed on utility easements, whether overhead or underground, utility facilities shall not disturb any monumentation in the plat. In cases where monumentation is disturbed, the utility shall bear the cost of replacement. Failure to comply will be subject to penalty as provided in § 236.32, Wis. Stats.
- (3) Where the electric and gas communications facilities are to be installed underground, a plat restriction shall be recorded with the final plat or certified survey map, stating that the final grade established by the subdivider on the utility easements shall not be altered by more than six inches by the subdivider, his agent, or subsequent owners of the lots except with written consent of the utility or utilities involved. The purpose of this restriction shall be to:
  - (a) Notify initial and future lot owners of the underground facilities at the time of purchase;
  - (b) Establish responsibility in the event of damage to such facilities; and

- (c) Establish the need to alter such facilities. When the utility company uses a service application, said application also should notify the initial and subsequent lot owners of their responsibility regarding such underground facilities.

**§ 545-33 Drainage and environmental corridor easements.**

- A. Greenways and environmental corridors included within land to be divided shall receive the following prescribed treatment by the owner of the subdivision. Where a subdivision is traversed by a waterway, drainageway, channel or stream, or mapped greenway/environmental corridor, an adequate drainageway or easement granted to the City of Watertown shall be provided as required by the Plan Commission conforming substantially with the line of such watercourse. The location, width, alignment, and improvement of such drainageway or easement shall be subject to the approval of the Plan Commission. Parallel streets or parkways may be required. Stormwater drainage shall be maintained by landscaped open channels of adequate size and grade to accommodate the flow resulting from the one-hundred-year rainfall event of any duration with such sizes and design details subject to review and approval by the Director of Public Works/City Engineer.
- B. The subdivider shall be responsible for an acceptable continuous drainageway through the proposed plat as determined by the Director of Public Works/City Engineer. The subdivider shall furnish the Director of Public Works/City Engineer with a plan outlining the greenway/environmental corridor boundaries and the location of existing drainageways. Such areas shall be dedicated or reserved as required by § 545-4E. In addition, the subdivider shall furnish to the Director of Public Works/City Engineer a set of cross sections (on fifty-foot stations) of the greenway based on City datum oriented upon a base line as prescribed by the Director of Public Works/City Engineer. Where a natural drainageway exists with acceptable hydraulic capacities, including alignment and grade as determined by the Director of Public Works/City Engineer, construction will not be required, and the existing natural growth shall be preserved. Where such natural growth is not preserved by action of the subdivider or his agents, the subdivider shall be responsible for repairing the disturbed areas by returning them to the original condition by methods approved by the Director of Public Works/City Engineer. When it is determined by the Director of Public Works/City Engineer that the hydraulic capacities including alignment and grade are not acceptable, then such alignment, grade, and slopes shall be improved by the subdivider to the cross section specified by the Director of Public Works/City Engineer.
- C. The subdivider shall install permanent pipes or culverts at a grade approved by the Director of Public Works/City Engineer under all streets crossing a greenway or drainageway. Said installation shall be according to the State of Wisconsin Specifications for Road and Bridge Construction. Culverts required across intersections for temporary street drainage shall be furnished and installed by the developer. All temporary culverts installed by the developer shall be completely removed when the streets are constructed to City standards and the area restored to as nearly original condition as possible as determined by the Director of Public Works/City Engineer.
- D. In order to assure proper drainage, the ground elevation along any lot line common with the boundary of a greenway/environmental corridor shall be to an elevation approved by the Director of Public Works/City Engineer. All lot grading and building elevations shall provide for positive drainage. Grading or filling within the greenway/environmental corridor limits is prohibited.
- E. Greenways/environmental corridors shall be limited to public uses.



**§ 545-34 Intrablock drainage and foundation design.**

- A. Two weeks prior to submitting the preliminary plat for review and approval, the subdivider shall submit to the City Engineer a surface water drainage plan for the plat. This plan may be a part of the erosion control plan. The plan shall indicate but not be limited to the following: elevation of streets, existing topography of the block, proposed drainage swales, proposed yard swale, proposed lowest finished floor elevation range, and indication of the direction of drainage.
- B. Upon approval of the plan, the developer shall place on the preliminary plat arrows to indicate the direction of drainage swales required for intra-block drainage and the following note: "Arrows indicate direction of drainage swale construction during grading and said swales shall be maintained by the lot owner unless modified with approval of the Director of Public Works/City Engineer."
- C. A minimum ten-foot-wide drainage easement (five feet on each side of the property line) shall be retained along all joint property lines on the plat. Such easement shall be designated as a stormwater drainage easement and shall conform to the drainage plan.
- D. Where a subdivider's subsoil investigation indicates potential for groundwater less than ten feet from the proposed street center-line elevation, the subdivider shall note that on the face of the plat and indicate the lots affected.
- E. Basement floor surfaces shall be built a minimum of one foot above the highest groundwater table elevation as documented in the submitted soil evaluations according to City Standards. On sloped sites, basements may be allowed partially below the highest groundwater table only on the upslope side if they meet City drainage system standards for design, discharge, engineering oversight, and long-term maintenance. For these sites, the one-foot groundwater separation will be enforced at the farthest downslope point of the basement.

**§ 545-35 Erosion control.**

- A. The subdivider shall install all temporary and permanent erosion control and sediment control structural aid works as outlined in approved plans required by Chapter **288**, Erosion and Sediment Control, of this Code.
- B. The subdivider shall employ erosion control measures to prevent erosion, siltation, sedimentation, and washing and blowing of dirt and debris from excavation, grading, open cuts, side slopes, and related activities of the subdivider or the contractors. Such measures shall include but not be limited to seeding, sodding, mulching, watering, ponding, and constructing berms. Erosion control plans shall meet the requirements of the Municipal Code relating to land grading and Chapter **288**, Erosion and Sediment Control Guidelines, standards, and specifications contained in the Wisconsin Department of Natural Resources Conservation Standards, current edition, shall provide a framework for developing, reviewing, and implementing the erosion control plan.

**§ 545-36 Stormwater management.**

All proposed development shall comply with Chapter **288**, Erosion and Sediment Control, and Chapter **453**, Stormwater Management, of this Code. Specifically, the subdivider shall install storm sewers and all other facilities necessary for the management of all stormwater deriving from the lands being developed according to the requirements of said policy and related provisions of this chapter.

## § 545-37 Sidewalks and bikeways.

[Amended by Ord. No. 98-6]

As used in this Chapter, the following definitions shall apply:

### **ARTERIAL STREETS**

Arterial streets serve trips of moderate length and provide intracommunity continuity and access to major streets. They provide more emphasis on land access than major streets.

### **BIKEWAYS**

Bikeways shall serve both pedestrian and bicycle traffic in areas where the majority of the adjoining lots do not have frontage or access to a street. In general, those lots which do not front or have access on the street in question are not the generating or terminating point for the pedestrian or bicycle traffic. Bikeways shall be designed to transport the majority of pedestrian or bike traffic through the area as opposed to serving the adjoining lots as a sidewalk does. Bikeways shall be constructed of bituminous pavement at least eight feet in width according to City specifications.

### **LOCAL STREETS**

Local streets provide both land access service and traffic circulation within residential neighborhoods and commercial and industrial areas.

### **LOW USE STREETS**

Low use streets comprise all facilities not classified to a higher use. These streets serve small traffic volume and a limited number of properties and provide access to the higher ordered streets. Cul-de-sacs and short streets are included in this classification.

### **MAJOR STREETS**

Major streets serve the major centers of community activity, contain the highest traffic volume corridors, and are through streets for long distances within the City. They shall include all state trunk highways and county trunk highways and their in-town extensions.

### **SIDEWALKS**

Sidewalks shall be constructed of concrete, usually five feet in width, with the thickness to be determined by City specifications. Sidewalks shall be located as far from the traffic lane as is possible but not closer than six inches within the right-of-way line.

- A. Required sidewalk location. The subdivider shall be required to install sidewalks on both sides of all major streets and arterial streets and those local streets where access needs to be obtained to and from uses such as but not limited to business establishments, schools, churches, neighborhood parks, shopping districts, restaurants, and high-density multifamily residential developments. Cul-de-sac streets need not have sidewalks except where access is necessary to and from uses such as but not limited to business establishments, schools, churches, neighborhood parks, shopping districts, restaurants, and high-density multifamily residential developments.
- B. Construction standards.
  - (1) Sidewalks shall be constructed of concrete, usually five feet in width, according to City specifications. Sidewalks shall be four inches thick except at driveway locations, where they shall be six inches thick. If at the time of installation the driveway location is not known, the four-inch slabs shall be replaced with six-inch slabs by the developer or owner once the driveway is located.
  - (2) Bikeways shall be constructed of bituminous pavement or concrete at least eight feet in width according to City specifications.



- (3) Sidewalks and bikeways constructed at street intersections or within five feet of a legal crosswalk shall include provisions for curb ramping as required by § 66.0909, Wis. Stats. and according to City specifications. Sidewalks and bikeways are to be laid to the established grade of the street. The street edge of the sidewalk or bikeway pavement shall be at an elevation above the top of the curb as determined by the Director of Public Works/City Engineer.
- (4) Bikeways shall be reviewed by the Public Works Commission on a case-by-case basis. Maintenance of these bikeways shall be incorporated into the developer's agreement.
- (5) Sidewalks shall be installed for each lot prior to occupancy, except that the entire required sidewalk network shall be installed within two years of final plat recordation.

#### § 545-38 **Streetlighting.**

The developer shall pay to the City of Watertown the costs for installing streetlights along all streets proposed to be dedicated. The Plan Commission shall approve the design and location of all streetlamps, which shall meet the City's standard specifications and shall be compatible with the neighborhood and type of development proposed. Payment for streetlights shall be made prior to issuing building permits. In areas where underground electric facilities are installed, poles for lighting may be ornamental. The subdivider shall provide street, pedestrian way and bikeway lighting systems within the area being developed upon consultation with the appropriate electric utility and as approved by the Public Works Commission. All streetlighting will be installed by the electric utility serving the City of Watertown. Shielded luminaries with downward reflection, luminaries with cutoff optics, LED or similar energy-saving luminaries, and careful fixture placement may be required by the Plan Commission.

#### § 545-39 **Street signs.**

The developer shall pay to the City of Watertown the costs for installing all street name signs, temporary street dead-end barricades and signs, all no-parking signs, all traffic control signs, and pavement markings as required by City standards prior to accepting the subdivision or submitting a fee deposit in lieu thereof, per City direction.

#### § 545-40 **Street trees.**

The subdivider shall plant street trees of a species approved by the City Forester of at least two inches in diameter and abide by the American Standard for Nursery Stock, ANSI Z60.1. The total number of trees to be planted shall be based on one tree for every fifty feet of frontage on all streets proposed to be dedicated and be spaced on average about fifty feet apart. The required trees shall be planted in the area between the sidewalk and curb according to plans and specifications approved by the Director of Public Works/City Engineer. Contractors shall submit a Tree Planting Permit and follow proper planting procedures along with the approval of tree species from the Boulevard Tree List on file with the City Engineering Department.

#### § 545-41 **Buffer strips.**

Where a plat, certified survey, or planned development project contains a buffer strip required by this chapter, prior to recording of a final plat or certified survey or prior to the issuance of a certificate of occupancy for a development project, the developer shall install plantings conforming to this Code or shall file with the City Clerk a contract guaranteed by bond in an amount

determined by the Director of Public Works/City Engineer, in which the developer agrees to provide such plantings. The plantings are to be trees and shrubs of the required varieties and shall be of sufficient density to accomplish visual screening.

§ 545-42 **Dedication and improvement of public parks and other public sites.**

**[Amended by Ord. No. 97-63; Ord. No. 99-13; Ord. No. 02-60; Ord. No. 05-2; Ord. No. 06-22A; Ord. No. 09-21A]**

The requirements of this section are established to ensure that adequate parks, open spaces, and sites for other public uses are properly developed, located, and preserved as the City grows and that the cost of providing the park and recreation sites and facilities necessary to serve the additional people brought into the community by land development may be apportioned equitably on the basis of the additional needs created by the development. The requirements shall apply to all lands proposed for all residential development, including those which do not involve an additional land division.

A. Parkland dedication and fees in lieu of land dedication.

- (1) Any development approval which enables the creation of additional dwelling units shall require compliance with this parkland dedication fee and land dedication requirement. This would include any land division that creates new lots. It also would include any building permit for any dwelling unit per existing lot (single-family, duplex, or other multifamily building). Except for developments submitted to the City for approval after June 14, 2006, and before September 7, 2016, each new development within the corporate limits of the City shall be required to comply with the parkland dedication requirements here stated, including the parkland dedication fee imposed in lieu of the mechanism authorized under this chapter (as applicable) and the subsections following hereto. **[Amended 6-20-2017 by Ord. No. 17-17]**
- (2) In the design of a subdivision, including minor subdivisions or planned developments, provision shall be made for suitable sites of adequate area for parks, playgrounds, open spaces, schools, drainageways, stormwater management or treatment facilities, and other public purposes. Such sites as are shown on the Official Map, Comprehensive Plan, or Parks and Open Space Plan shall be made a part of the design. Where such are not shown on said plans or map, consideration shall be given to the preservation of scenic and historic sites, stands of trees, marshes, ponds, streams, and woodland, prairie, and wetland plant and animal communities. **[Amended 6-20-2017 by Ord. No. 17-17]**
- (3) The subdivider shall dedicate suitable land for the park, recreation, and open space needs of the development according to standards and recommendations contained in the Plan for Parks and Open Space. This shall include the provision of pedestrian and bikeway linkages necessary to provide access to park, recreation, and open space areas as determined by the Plan Commission and the Park, Recreation and Forestry Commission. All required land dedications under this subsection are in addition to the dedications or reservations required in § 545-32.
- (4) The subdivider shall dedicate sufficient land area to provide adequate park, playground, recreation, and open space to meet the needs to be created by and provided for the subdivision, minor subdivision, or planned development project. At least 1,005 square feet of land shall be dedicated for each proposed residential



dwelling unit within the approved final subdivision, minor subdivision, or planned development project and 402 square feet of land for each institutional residential unit.

- (5) Where a definite commitment is made by the subdivider with respect to the number of dwelling units to be constructed on any parcel of land, the land dedication shall be based on that number. Where no such commitment exists, the land dedication shall be based on the maximum number of dwelling units permitted in the zoning district, and the Plan Commission shall require additional land dedications for the allowed increase in dwelling units based on the following criteria:
  - (a) If the number of lots in the plat or survey is increased;
  - (b) If zoning classification is changed to increase the number of dwelling units allowed; or
  - (c) If the committed number of dwelling units is increased by the subdivider, developer, or landowner.
- (6) All subdivisions, minor subdivisions, and planned development projects are required to provide convenient pedestrian and bicycle linkages to park and recreation sites. Where such linkages are required outside the public street right-of-way in the opinion of the Plan Commission, they shall be reserved by easement and developed as an obligation of the subdivider or developer. The development of linkages shall be counted toward the parkland dedication requirements in Subsection **A(4)** above.
- (7) Whenever a park site, recreation site, or other public site that is designated in the Park and Open Space Plan, Comprehensive Plan, or Official Map is of a larger area than the required dedication established herein, the required dedication shall occur at the same time as final plat approval. The remaining lands may be reserved by the Common Council for a period not to exceed three years unless extended by mutual agreement. During such time period, the City at its discretion may agree to purchase the reserved lands at the fair market value established at the time of the final plat approval plus any real estate taxes accrued from the date of reservation.
- (8) Any land to be dedicated as a requirement of this section shall be reasonably adaptable for the intended park and recreation uses and shall be at a location convenient to the people to be served. Factors used in evaluating the adequacy of a proposed park and recreation area shall include but not be limited to size, shape, topography, geography, tree cover, access, and location. The determination of land suitability will be at the sole discretion of the Plan Commission acting on the recommendation of the Park, Recreation and Forestry Commission. All lands dedicated under this section shall have at least 100 feet of frontage on a public street. The Plan Commission and Park, Recreation and Forestry Commission may adjust this frontage requirement if better alternatives for access are provided.
- (9) At the discretion of the Plan Commission acting on the recommendation of the

Park, Recreation and Forestry Commission, the Plan Commission may require the developer to pay a parkland dedication fee in lieu of making the required land dedication as the parties may agree to by mutual consent, which has been reduced to writing in a developer's agreement, when the following findings have been made:

- (a) There is no land suitable for parks within the proposed subdivision or planned development project;
  - (b) The dedication of land is not feasible;
  - (c) The dedication of land would not be compatible with the City's Comprehensive Plan and Park and Open Space Plan; or
  - (d) The Commission determines that a cash contribution or combination of land and fees will better serve the public interest.
- (10) The Plan Commission and the Park, Recreation and Forestry Commission may permit the subdivider to satisfy the dedication requirements of this section by combining land dedication with a parkland dedication fee payment as the parties may agree to by mutual consent, which has been reduced to writing in a developer's agreement.
- (11) Needs Assessment. For the purposes of the fee in lieu of land dedication imposed under this section, a Parks Needs Assessment has been prepared on a city-wide basis and is available for inspection at the Clerk's Office. The Needs Assessment provides the rationale and basis for the impact fees and land dedication created under this Section.
- (12) The amount of any parkland dedication fee imposed in lieu of land dedication shall be made in accordance with this Section and the Needs Assessment in the amount as specified in the City's Fee Schedule.
- (13) All dedicated parklands shall be graded, topsoiled, seeded, and prepared by the subdivider per the direction and satisfaction of the Park, Recreation and Forestry Commission or its designee. The costs for this work shall be reimbursed to the subdivider at the time of inspection and acceptance by the City. The reimbursement shall be at a rate of \$2,000 per acre.
- (14) All dedicated parklands shall front a public street and be sited per the direction and satisfaction of the Park, Recreation and Forestry Commission or its designee.

**B. Recreation facilities improvement impact fees.**

- (1) The subdivider, developer or landowner shall pay a recreation facilities improvement fee as set forth herein. "Recreation facilities" means improvement of land for public parks, including grading, seeding and landscaping, installing utilities, constructing sidewalks, purchasing and installing playground and other recreational equipment, and constructing or installing restroom facilities on land intended for public park purposes.



- (2) Needs Assessment. For the purposes of the recreation facilities improvement impact fees imposed under this section, a Parks Needs Assessment has been prepared on a city-wide basis and is available for inspection at the Clerk's Office. The Needs Assessment provides the rationale and basis for the impact fees and land dedication created under this Section.
  - (3) The recreation facilities improvement fee shall be made in accordance with this Section and the Needs Assessment in the amount as specified in the City's Fee Schedule. This fee shall be additional to the requirement for parkland dedication or a fee payment in lieu of dedication. **[Amended 1-20-2015 by Ord. No. 15-3]**
- C. Fee revenue administration. **[Amended 10-4-2016 by Ord. No. 16-18; 12-20-2016 by Ord. No. 16-23]**
- (1) All monies collected from fee revenues and interest earned thereon imposed under Subsection **A** or **B** above shall be used solely for the purpose of paying the proportionate costs of providing public parks, playgrounds, open spaces, and athletic fields together with the supporting recreation facilities to expand or improve them that may become necessary because of increased land development within the City. These capital costs may include the cost of land acquisition, debt service on bonds, or similar debt instruments when the debt has been incurred for proceeding with designated public projects before the collection of all anticipated fees for that project, legal, engineering, and design costs to reimburse the City for advances of other funds or reserves as from time to time approved by the Common Council.
  - (2) The Common Council shall place any fee collected pursuant to the provisions of Subsection **A** in a separate interest-bearing, segregated fund to be used for land acquisition of adequate park, playground, recreation, athletic fields, and open space. The Common Council shall place any fee collected pursuant to the provisions of Subsection **B** in a separate, interest-bearing, segregated fund to be used for recreation facilities improvements. The collected fees shall be utilized to construct park facilities for the plat, survey, or development.
  - (3) Revenues derived from funds collected from impact fees imposed and collected but not used as statutorily required within the applicable statutory period from the date of payment of the impact fee as prescribed in § **66.0617(9)**, Wis. Stats. shall be refunded on a prorated, proportional basis, as determined by the Common Council, to the payer of the fees for the property with respect to which the impact fee was imposed. **[Amended 6-20-2017 by Ord. No. 17-17]**
  - (4) The payment of an impact fee imposed under this section as a condition of a permit for new construction or issuing a zoning permit, conditional use permit, or land division may be contested as to the amount, collection, refund, or use of the impact fee to the Watertown Public Works Commission, provided that the applicant files a written notice of appeal in the office of the City Clerk-Treasurer within fifteen days of the approval of the full building permit by the office of the Building Inspector for new construction or issuing any other permit or land division permit upon which the impact fee is imposed. Such notice of appeal shall be titled "Notice of Appeal of

Impact Fee" and shall state the applicant's name, address, telephone number, address if available, legal description of the land development upon which the impact fee is imposed, and a statement of the nature of and reasons for the appeal. Said notice of appeal of impact fee shall be forwarded immediately by the Clerk/Treasurer of the City to the Watertown Public Works Commission Chairperson. The Chairperson shall schedule the appeal for consideration by the Watertown Public Works Commission at a regular meeting as soon as reasonably practicable under the circumstances and shall notify the applicant of the time, date, and place of such meeting in writing by regular mail, deposited in the mail no later than at least three days before the date of such meeting. Upon review of such appeal, the Watertown Public Works Commission may adjust the amount, collection, refund, or use of the impact fee upon just and reasonable cause shown. On and after June 14, 2006, and before September 7, 2016, all impact fees imposed under this chapter not otherwise required to be paid by the developer or land owner as provided above in this subsection shall be imposed upon each buildable lot in a development and shall be payable in full, at the annually adjusted rate then in effect, within fourteen days of issuing any zoning, conditional use, or building permit. After September 7, 2016, all impact fees imposed under this chapter not otherwise required to be paid by the developer or land owner as provided above in this subsection shall be imposed upon each buildable lot in a development and shall be payable in full at the annually adjusted rate then in effect at the time of issuing any zoning, conditional use, or building permit under this chapter or any other controlling authority. **[Amended 6-20-2017 by Ord. No. 17-17]**

- (5) The fees imposed under Subsection **A** and **B** above shall be paid in full by the subdivider, developer, or owner of record of the land development unless expressly excepted under this section at the time of issuing a full building permit by the office of the Building Inspector for any new construction. If the total amount of impact fees due for a development shall be more than \$75,000, a developer may defer payment of the impact fees for a period of four years from the date of issuing the building permit or until six months before the municipality incurs the costs to construct, expand, or improve the public facilities related to the development for which the fee was imposed, whichever is earlier. If the developer elects to defer payment under this paragraph, the developer shall maintain in force a bond or irrevocable letter of credit in the amount of the unpaid fees executed in the name of the municipality. At the time the municipality collects an impact fee, it shall provide the developer from which it received the fee an accounting of how the fee will be spent.
- (6) If the subdivider, developer, or owner of record fails to make the entire payment when due, the Building Inspector of the City shall issue a stop order, pursuant to the City of Watertown Building Code, as from time to time amended, and shall refuse to approve any plans or to perform any further inspections until the fees are paid in full. The Building Inspector also may revoke the entire building permit, pursuant to the City of Watertown Building Code, if such fees remain unpaid for longer than three months after the due date. The unpaid balance of fees shall bear interest at the rate of one percent per month from the date of the full building permit issuance by the office of the Building Inspector through the date of payment. No



certificate of occupancy may be issued for buildings on any parcel for which there are unpaid fees. Unpaid fees shall be billed as special charges to the property owner at the time of permit issuance and, if not so paid, shall become a lien as provided in § **66.0627(4)**, Wis. Stats. and Chapter **76**, Article **III**, of the Code as of the date of such delinquency and automatically shall be extended upon the current or next tax roll as a delinquent tax against that real property parcel. Alternately, developers or landowners at their own option may elect to pay either any or all of the imposed fees at the time of recording or any or all of the imposed fees or special charges at any other time before the issuance of the zoning, conditional use, or building permit.

- (7) For all unplatted lands requiring a plat and for all land divisions, rezonings, or conditional use permits requiring a certified survey map, no final plat or certified survey map shall be certified approved for recording unless the parkland dedication fee is calculated and noticed on the face of the instrument to be recorded for collection under this section. A notation shall be placed upon the face of the plat, map, survey, or other document to be recorded, advising of the fees to be imposed on all buildable lots or developments containing institutional residential housing units. For all land divisions not requiring a plat or certified survey map, no rezoning permit, conditional use permit, or building permit shall be issued for land development unless the fees imposed under this section are calculated and invoiced for collection.
- (8) No subdivider, developer, or owner of record of a vacant parcel, single-family residence, condominium, duplex, or multifamily housing development may transfer, sell, or convey such property interest to any person or entity without first providing such person or entity actual written notice of the amount of the unpaid fees imposed under this section and time schedule for payment of such fees pursuant to this Subsection **C**, unless the subdivider, developer, or owner of record previously has paid the parkland dedication fees and recreation facilities improvement fees. Inclusion of the notice under this subsection in the real estate condition report furnished to a prospective purchaser of a vacant parcel, single-family residence, condominium, duplex, or multifamily housing development shall be sufficient compliance with this requirement.
- (9) The timing of parkland acquisition and recreation facilities development shall be at the discretion of the City as recommended by the Park, Recreation and Forestry Commission. Where parkland improvement fees and recreation facility improvement fees, however, have been acquired to enable the substantial development of planned park and recreation facilities, the City shall make said improvements within eight years of the date of fee collection.
- (10) Credit for private park and recreation areas.
  - (a) Where private park and recreation areas are provided in a proposed planned development district and such space is to be privately owned and maintained by the future residents of the development, such areas may be credited toward but not to exceed twenty-five percent of the requirement of land dedication for park and recreation purposes as set forth in Subsection

**A** and **B** above provided the City Plan Commission, acting upon the recommendation of the Park, Recreation and Forestry Commission, finds that it is in the public interest to do so and that the following standards are met:

- i. That yards, court areas, setbacks, and other open areas required to be dedicated or maintained by this section and Chapter **550**, Zoning, shall not be included in computing such private open spaces;
  - ii. That the private ownership and maintenance of the open space is provided for adequately by written agreement;
  - iii. That the use of the private open space is restricted for park and recreational purposes by recorded covenants that run with the land in favor of the future owners of property within the tract and that cannot be defeated or eliminated without the consent of the Common Council;
  - iv. That the proposed private open space is reasonably adaptable for use for park and recreational purposes, taking into consideration such factors as size, shape, topography, geology, access, and location of the private open space land; and
  - v. That facilities proposed for the open space are in substantial accordance with the recommendations of the adopted Park and Open Space Plan. If the proposed private park is in the service area of a park site designated in the park plan or a site dedicated and/or developed as a public park, then no credits will be given for private facilities.
- (b) In making the evaluation of the credit for private recreation facilities, the Plan Commission may retain independent professional services agreed upon by both parties to determine the amount of credit, if any, that should be allowed. The fees for such independent evaluations shall be paid by the developer.
- (11) The current owner of a property on which an impact fee has been paid may apply for a refund of such fee if the City has not used such impact fee within the applicable statutory period from the date of payment of the impact fee as prescribed in § 66.0617(9), Wis. Stats, or the building permit for which the impact fee has been paid has lapsed for non-commencement of construction, or the project for which a building permit has been issued has been altered in a manner resulting in a decrease in the amount of the impact fee due, or as otherwise authorized in this chapter. **[Added 6-20-2017 by Ord. No. 17-17]**

**§ 545-43 Contract requirements for installation of improvements.**

- A. Before final approval of any plat located within the corporate limits of the City of Watertown, the subdivider shall be required to enter into a contract with the City agreeing to install all required improvements. The subdivider shall file with said contract subject to the approval of



the City Attorney a bond, certificate of deposit, irrevocable letter of credit, certified check, or other security in an amount equal to the estimate of the cost approved or prepared by the Director of Public Works/City Engineer as a guarantee that such improvements will be completed by the subdivider or his contractors not later than eighteen months from the date of recording of the plat. As a further guarantee that all obligations for work on the improvements are satisfied, the contractor and subcontractors who are to be engaged in the construction of utilities or street improvements on dedicated street rights-of-way shall be listed as qualified for such work by the Public Works Commission. In lieu of said contract or instrument of guarantee, governmental units to which these bond and guarantee provisions apply may file a letter from officers authorized to act on its behalf agreeing to comply with the provisions of this section. The contract also shall require the subdivider to pay all outstanding assessments for public improvements previously installed and all area charges for stormwater drainage facilities, sanitary sewer and water mains, force mains, and pumping stations previously installed by the City. The subdivider shall provide for connecting with water and sanitary sewer mains, stormwater drainage facilities, curb and gutter, sidewalk and street improvements, and walkways and bikeways on all abutting streets and on any streets in the plat not included in the contract that are located in previously approved and developed phases of the plat.

- B. In those cases where the Common Council determines it is in the interest of the City to install improvements by City contract and at such time as the City may designate, the subdivider shall petition the City for water, sanitary sewer main, sanitary sewer laterals, stormwater drainage facilities, curb and gutter, and sidewalk and street improvements. The cost of such improvements shall be paid by assessments to the benefitted properties. When improvements are installed partially by City contract in lieu of the preceding contract, the subdivider shall provide a contract and bond for all other required improvements.

#### § 545-44 **Documentation.**

##### **[Amended by Ord. No. 05-17]**

The subdivider shall furnish the City with a reproducible "as built" file in digital AutoCad format (.dwg or .dxf file format) and geographic information system (GIS) format (.shp or geodatabase format) showing all improvements for the plat prior to issuing any building permits. This file shall be tied to the Wisconsin State Plane Coordinate System, NAD83 South Zone, U.S. Foot. The subdivider also shall furnish an itemized cost for the infrastructure improvements in the plat before issuing any building permits.

#### § 545-45 **Compliance with Appendix A.**

All improvements shall comply with the requirements of Appendix A (attached) and all other requirements of the City of Watertown.

#### § 545-46 **Restoration of disturbed areas; vegetation.**

##### **[Added by Ord. No. 03-7]**

- A. The subdivider shall stabilize all areas disturbed by mass site grading and utility and infrastructure installation within two weeks of completion of same or as soon as conditions allow.
- B. The subdivider shall cut all vegetation within all platted subdivisions once by each and every June 10 and August 25 or any other time when vegetation exceeds eight inches in height according to Chapter **446**, Article **III**, of the City's Code. This requirement shall apply to all lands still owned by the subdivider. **[Amended 10-4-2016 by Ord. No. 16-18; 12-20-2016 by Ord. No. 16-23; 5-2-2017 by Ord. No. 17-11]**
- C. After review by the Weed Commissioner, if vegetation is not cut by those dates stated above

or as required by Chapter **446**, Article **III**, the Weed Commissioner shall notify the Building, Safety and Zoning Department, and the subdivider, contractor, or subcontractors shall not be issued any new permits until vegetation is cut.

## Article IV Modifications and Appeals

### § 545-47 **Modifications.**

- A. In cases where a subdivision or minor subdivision is part of a planned unit development for which a specific implementation plan containing revised design standards is recommended by the Plan Commission and approved by the Common Council and recorded with the Dodge or Jefferson County Register of Deeds, the waiver of or modification in the design standards required by this section shall be considered to have been granted.
- B. Modifications not related to a planned unit development may be granted by the Common Council so that substantial justice may be done and that the public interest is secured when, in its judgment, it would be inappropriate to apply a provision of this chapter or when such application would cause extraordinary hardship.
- C. A Modification may be granted by the Plan Commission to permit a parcel to be created by a proposed land division in the extraterritorial review area when it is shown that the application satisfies the following standards:
  - (1) A finding of fact must be made that the purpose of the proposed parcel is to be a lot for a dwelling unit to be occupied by a person who, or a family at least one member of which, earns a substantial part of his or her livelihood from farm operations on the parcel and/or contributes work which is substantially needed in the farm operation and is the parent or child of the farm operator or the spouse of the farm operator; and
  - (2) A finding of public interest must be made that the proposed parcel and development design is reasonable upon consideration of these factors:
    - (a) The potential for conflict with agricultural use.
    - (b) The need of the proposed development for a location in an agricultural area.
    - (c) The availability of alternate locations.
    - (d) Compatibility with existing or permitted development on adjacent lands.
    - (e) The productivity of the lands involved.
    - (f) The location of the proposed development so as to reduce to a minimum the amount of productive agricultural land converted.
    - (g) The need for public services created by the proposed development.
    - (h) The availability of adequate public services and the ability of affected local units of government to provide them without a reasonable burden.
    - (i) The effect of the proposed development on water or air pollution, soil erosion, and rare or irreplaceable natural resources.



- (3) When the site is zoned Exclusive Agricultural (A-1) under the Dodge or Jefferson County Zoning Ordinance, the Commission shall defer to the county conditional use decision on the standards of Subsection **C2** where such a county decision is needed to establish the dwelling unit.
  - (4) The minimum parcel size allowable under this Subsection **C** by modification is one acre, excluding any area dedicated to the public.
  - (5) If a modification is granted under this subsection, the division of land shall be subject to all other pertinent provisions of this and related ordinances.
- D. Reasons and conditions for any waiver or modification granted shall be entered in the minutes of the Common Council.

#### § 545-48 **Appeals.**

- A. The following decisions of the Plan Commission may be appealed to the Common Council:
- (1) Rejection of a preliminary plat, a final plat, or a certified survey map.
  - (2) A determination that land is unsuitable for subdivision.
  - (3) The requirement of a preliminary plat for a land division.
- B. The procedure for the filing and handling of the appeal shall be that outlined in § **550-156** of the Zoning Code.

#### § 545-49 Reserved.

## Article V **Definitions**

#### § 545-50 **Definitions of terms.**

The following terms, whenever they occur in this chapter, are defined as follows. All other pertinent terms shall be as defined in Chapter **550**, Zoning, of the Code of the City of Watertown and in Ch. **236**, Wis. Stats.

#### **ACT OF DIVISION**

The division of a lot or parcel of land into two or more parcels.

#### **BIKEWAY**

A general term describing any or all of the following defined types of facilities used for bikes. A network of bikeways constitutes a bike route system. Class designations are those in the Long Range Bikeway Program:

- A. **BIKE PATH (Class I)** A bike route completely apart from a street used by motor vehicles and restricted to bicycles unless designated otherwise.
- B. **BIKE LANE (Class II)** A designated lane of a street restricted to bicycle usage and separated from motor vehicles by a painted line, raised divider, or curb.
- C. **MIXED TRAFFIC ROUTE (Class III)** A route designated by signs along streets used by motor vehicles and bicycles.

**CERTIFIED SURVEY MAP**

A map or plan of record of a minor subdivision meeting all the requirements of § 236.34, Wis. Stats. and of this chapter.

**CLOSED DRAINAGE BASIN**

A drainage basin which has no surface outlet during periods of normal rainfall.

**COMMON COUNCIL**

The City of Watertown Common Council.

**COMPREHENSIVE DEVELOPMENT PLAN**

A total site plan for an area of land eighty acres or more in size under the control of a developer(s) at the time of submission for review. Said plan specifies and illustrates the location, relationship, and nature of all uses, easements, streets, pedestrian paths, bikeways, and common open space.

**COMPREHENSIVE PLAN**

The comprehensive plan for guiding and shaping the growth and development of the Watertown community, including all of the component parts, as prepared by the Plan Commission and certified to the Common Council.

**CONDOMINIUM DEVELOPMENT**

A real estate development, redevelopment, or ownership regime conversion project involving establishment or alteration of the condominium form of ownership for all or part of the development.

**DEVELOPER**

See "subdivider."

**DIVISION OF LAND**

The division of a lot or parcel of land into two or more parcels.

**DRIVEWAY**

A vehicle access from private property to a public street.

**ENVIRONMENTAL CORRIDORS**

Continuous open space systems based on natural resources and environmentally important lands. The corridors are based primarily on streams, lakes, shorelands, floodplains, waterways, and wetlands.

**EXTRATERRITORIAL PLAT APPROVAL JURISDICTION**

As defined in § 236.02(5), Wis. Stats. (three miles from corporate limits).

**FINAL PLAT**

The map or plan of record of a subdivision and any accompanying material as required in § 545-14.

**GOVERNING BODY**

The City of Watertown Common Council.

**GREENWAY**

An open area of land included under the definition of "parkway," the primary purpose of which is to carry stormwater on the surface of the ground in lieu of an enclosed storm sewer. Greenways may serve the following multiple public purposes in addition to their principal use, including but not limited to vehicular and/or pedestrian traffic, sanitary sewers, water mains, storm sewers, stormwater retention basins, waterways, conservancy areas, environmental corridors, and park development.

**LAND DIVISION**

The division of a lot or parcel of land into two or more parcels. Also referred to as



"division of land."

#### **LAND IN ITS NATURAL UNDEVELOPED STATE**

Land which has runoff characteristics equivalent to runoff curve number (CN) 70 as used in the runoff methodology promulgated by the United States Natural Resources Conservation Service National Engineering Handbook.

#### **LOT**

A parcel of land having frontage on a public street occupied or intended to be occupied by a principal structure or use and sufficient in size to meet the minimum lot width, lot frontage, lot area, setback, yard, parking, or other requirements of the City zoning ordinance.

#### **LOT, CORNER**

A lot abutting two or more streets at their intersection, provided that the corner of such intersection shall have an angle of 135 degrees or less.

#### **LOT, DOUBLE OR REVERSE FRONTAGE**

A lot other than a corner lot with frontage on more than one street. Such lots normally shall be deemed to have two front yards, two side yards, and no rear yard.

#### **LOT, FLAG**

A lot not fronting on or abutting a public street and where access to the public street system is by a narrow strip of land (sometimes called a "neck," "narrow leg," or "flag staff"), easement, or private right-of-way. Flag lots generally are not considered to conform to sound planning principles.

#### **MINOR SUBDIVISION**

The division of a lot or parcel of land for the purpose of transfer of ownership or building development where the act of division creates four or fewer parcels, lots, or building sites, any one of which is thirty-five acres or less in area. A minor subdivision of a lot or parcel shall occur not more than once in five years.

#### **OFFICIAL MAP**

The map indicating the location, width, and/or extent of existing and proposed streets, highways, parkways, parks, waterways, and playgrounds as adopted by the Common Council pursuant to § 62.23(6), Wis. Stats.

#### **OUTLOT**

A parcel of land other than a buildable lot or block, so designated on the plat, which is used to convey or reserve parcels of land. Outlots may be created to restrict a lot that is unbuildable because of high groundwater, steep slopes, or other physical constraints or to create common open space that may accommodate certain recreational amenities and stormwater management facilities. Outlots also may be parcels of land intended to be re-divided into lots or combined with lots or outlots in adjacent land divisions in the future for the purpose of creating buildable lots. An outlot may be further created if a lot fails to meet requirements for a POWTS but may be buildable if a public sewer is extended to the lot or land division. Section 236.13(6) of the Wisconsin Statutes prohibits using an outlot as a building site unless it complies with all the requirements imposed for buildable lots. The City generally will require that any restrictions related to an outlot be included on the face of the plat.

#### **PARCEL**

Contiguous lands under the control of a subdivider(s) not separated by streets, highways, or railroad rights-of-way.

#### **PARKWAY**

Any right-of-way for vehicular traffic including bicycles or pedestrian traffic or both with full or partial control of access and usually located within a park or a ribbon of park-like development. Said parkway may include greenways required for stormwater drainage purposes where the drainage improvement is to include park-like treatment and where pedestrian or vehicular travel including bicycles may be permitted.

#### **PLAN COMMISSION**

The City of Watertown Plan Commission.

**PLANNED UNIT DEVELOPMENT**

Any zoning district which allows diversification and variation in land development to achieve an improved living environment and to preserve open space.

**PLAT**

A map of a subdivision.

**POWTS**

Private Onsite Wastewater Treatment System.

**PRELIMINARY PLAT**

A map delineating the features of a proposed subdivision as described herein, submitted to the Plan Commission for preliminary consideration prior to the final plat.

**PRIME AGRICULTURE LAND**

Lands containing Class I, II, and III soils and other lands having a history of agricultural production.

**REPLAT and RESUBDIVISION**

The process of changing or the map that changes the boundaries of a recorded plat or part thereof. The legal division of a larger block, lot, or outlot within a recorded plat that does not change the exterior boundaries of said block, lot, or outlot, is not a replat. See § 236.36, Wis. Stats.

**STREET**

A public way for vehicular and pedestrian traffic, whether designated as a street, highway, thoroughfare, parkway, thruway, road, avenue, boulevard, lane, place, or however otherwise designated.

- A. Arterial streets and highways. Those streets providing for rapid movement of concentrated volumes of traffic over relatively long distances.
  - (1) Principal arterials. Streets serving the major interstate and interregional traffic corridors and providing the highest mobility level and a high degree of access control.
  - (2) Primary arterials. Streets serving major regions or connecting important cities and major intracommunity corridors in the metropolitan area. These routes provide high mobility and a high degree of access control.
  - (3) Standard arterials. Those streets that more commonly provide for intermediate length trips, thus serving through traffic movement in trade areas or feeding traffic to the principal and primary arterial streets from lower activity areas not served by such routes.
- B. Collector streets. Streets which provide moderate-speed movement of persons and goods between major arterials and/or activity centers. These are basically local streets that because of directness of routing and higher capacity receive higher volumes of traffic to be distributed from or collected toward nearby arterial streets.
- C. Local streets. Streets designed for low speeds and low volumes which provide access from low traffic-generating areas to collector and arterial systems.
  - (1) Industrial street. A local street serving an industrial, office, or commercial area as defined in Chapter 550, Zoning.



- (2) Residential streets.
  - (a) Residential, typical. A standard residential street.
  - (b) Residential, major. A street located within and/or between plats or other residential development that serves to connect local streets to collector or arterial streets.
- D. Marginal access streets (frontage roads). Streets parallel and adjacent to arterial streets and highways that provide access to abutting properties and separation from through traffic.
- E. Alley. A public right-of-way which affords a secondary means of access to abutting property.
- F. Cul-de-sac streets. Streets closed at one end with turnarounds.
- G. Dead-end streets. Streets closed at one end without turnarounds. These are prohibited.

### **STRUCTURE**

Anything constructed or erected, the use of which requires more or less permanent location on the ground or attached to something having permanent location on the ground, excepting public utility facilities and appurtenances attached thereto.

### **SUBDIVIDER**

Any person, firm, partnership, corporation, association, estate, trust, or other legal entity requesting review or action on a plat, minor subdivision, or condominium.

### **SUBDIVISION**

The division of a lot or parcel of land for the purpose of transfer of ownership or of building development where:

- A. The act of division creates five or more parcels or building sites of thirty-five acres each or less in area; or
- B. The act of division creates five or more parcels or building sites of thirty-five acres each or less in area by successive divisions within a period of five years.

### **SUBSTANDARD LOT**

A lot, the area, dimensions, or location that existed at the time of the effective date of this Ordinance or an amendment thereto that does not conform to current regulations of this Ordinance. Substandard lots are also referred to as nonconforming lots.

### **URBAN SERVICE AREA**

That area which the City of Watertown that the Common Council has designated as the area within which it expects the provision of the full range of urban facilities and services. For purposes of this chapter, the full range of services includes but is not limited to sanitary sewer, storm sewer, water supply and distribution, fire service and police, parks and open space, recreation, schools, and transportation. The designated urban service area may include areas in which other local governments will provide these services consistent with the land use plans for Dodge and Jefferson Counties and policies of the City of Watertown.

### **WATERWAYS**

Rivers, streams, creeks, ditches, drainage channels, watercourses, lakes, bays, ponds, impoundment reservoirs, retention and detention basins, marshes, and other surface water areas, regardless of whether the areas are natural or artificial.

ZONING CODE

Chapter 550, Zoning, of the Code of the City of Watertown.

Attachments:

Attachment 1 - Site Assessment Checklist

SUBDIVISION OF LAND

545 Attachment 1

City of Watertown

Site Assessment Checklist

NOTE: All "yes" answers must be explained in detail by attaching maps and supportive documentation describing the impacts of the proposed development.

Item No.	Item of Information	Yes	No
I.	Land Resources. Does the project site involve?		
A.	Changes in relief and drainage patterns (attach a topographical map showing, at a minimum, two-foot contour intervals)		
B.	A landform or topographical feature, including perennial streams and hills over 50 feet in elevation		
C.	A floodplain (If "yes" attach two copies of the one-hundred-year floodplain limits and the floodway limits - if officially adopted)		
D.	An area of soil instability — greater than 18% slope and/or organic soils, peats or mucks at or near the surface as depicted in the applicable County Soils Atlas		
E.	An area of bedrock within 6 feet of the soil surface as depicted in the applicable County Soils Atlas		
F.	An area with groundwater table within 10 feet of the soil surface as depicted in the applicable County Soils Atlas		
G.	An area with fractured bedrock within 10 feet of the soil surface as depicted in the applicable County Soils Atlas		
H.	Prevention of gravel extraction		
I.	A drainageway for 5 or more acres of land		
J.	Lot coverage of more than 50% impermeable surfaces		
K.	Prime agricultural land as depicted in adopted farmland preservation plans		
L.	Wetlands as depicted on wetland inventory maps		
M.	Area within the airport height limitations or noise impact zone		
N.	Officially mapped environmental corridors		
II.	Water Resources. Does the project involve?		
A.	Location in an area traversed by a navigable stream or dry run		
B.	Impact on the capacity of a stormwater storage system or flow of a waterway within 1 mile		
C.	The use of septic tank for on-site waste disposal		
D.	Lowering of water table by pumping or drainage		

545 Attachment 1:1

08 - 01 - 2016



## WATERTOWN CODE

Item No.	Item of Information	Yes	No
E.	Raising of water table by altered drainage		
F.	Lake or river frontage		
<b>III.</b>	<b>Biological Resources. Does the project site involve?</b>		
A.	Critical habitat for plants and animals of community interest per DNR inventory		
B.	Endangered, unusual or rare species of:		
1.	Land animals per DNR inventory		
2.	Birds per DNR inventory		
3.	Plants per DNR inventory		
C.	Removal of over 30% of the present trees on the site		
<b>IV.</b>	<b>Human and Scientific Interest per State Historical Society Inventory. Does the project site involve?</b>		
A.	An area of archaeological interest		
B.	An area of historical interest		
1.	Historic buildings or monuments		
<b>V.</b>	<b>Energy, Transportation and Communications.</b>		
A.	Does the development increase traffic flow on any arterial or collector street by more than 10% based upon the most recent traffic counts and trip generation rates provided by the ITE?		
B.	Is the development traversed by an existing or planned utility corridor (gas, electrical, water, sewer, storm, communications)?		
<b>VI.</b>	<b>Population.</b>		
A.	Which public school service areas (elementary, middle and high) are affected by the proposed development, and what is their current available capacity?	E: _____ Cap.: _____ M: _____ Cap.: _____ H: _____ Cap.: _____	
<b>VII.</b>	<b>Comments on any of the above which may have significant impact.</b>		
<b>VIII.</b>	<b>Appendixes and Supporting Material.</b>		

545 Attachment 1:2

08 - 01 - 2016

[Attachment 2 - Table 1, Minimum Roadway Design Standards](#)

SUBDIVISION OF LAND

545 Attachment 2

City of Watertown

Table 1  
Minimum Roadway Design Standards Revised

Description	Right-of-Way (feet)	Pavement Width <sup>1</sup> E-E (feet)	Lane Width (feet)	Parking	Sidewalks	Minimum Return Radius (feet)	Minimum Radius (feet)	Minimum Reverse Curve Tangent (feet)	Maximum Grade <sup>4</sup>	Cul-De-Sac			
										Maximum Length (feet)	Right-of-Way (feet)	Diameter (feet)	Pavement Width <sup>1</sup> E-E (feet)
Arterials	To be designed in accordance with standard engineering design practices based on regional criteria												
Collectors <sup>2</sup>	80	36	12	2 sides	2	20	450	150	6%	—	—	—	—
Local													
1. Industrial <sup>3</sup>	70	40	12	Optional <sup>3</sup>	Optional <sup>3</sup>	30	320	150	6%	1,000	120	94	40
2. Residential (major)	66	32	12	2 sides	2	20	200	100	7%	N/A	N/A	N/A	N/A
3. Residential (typical)	66	30	10	2 sides	2	20	200	100	8%	700	120	82	30
Marginal access (frontage)	50	24	12	None	1	25	200	—	6%	—	—	—	—
Alleys	24	20	—	None	None	10							

NOTES:  
<sup>1</sup> Pavement width without curb and gutter (E-E = edge of pavement to edge of pavement).  
<sup>2</sup> If a vertical curve is under 500 feet in radius, the maximum grade allowed is 3% minus 0.5% for each 50 feet of radius under 500 feet.  
<sup>3</sup> Requirement to be determined by the Plan Commission.  
<sup>4</sup> Minimum street grade is 0.5%.

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:	December 5, 2023		December 19, 2023	
READING:	1ST		2ND	
	YES	NO	YES	NO
DAVIS				
LAMPE				
BOARD				
BARTZ				
BLANKE				
SMITH				
SCHMID				
WETZEL				
MOLDENHAUER				
MAYOR MCFARLAND				
TOTAL				

ADOPTED December 19, 2023

CITY CLERK

APPROVED December 19, 2023

MAYOR