



## FINANCE COMMITTEE MEETING - AMENDED AGENDA

MONDAY, AUGUST 11, 2025 AT 5:30 PM

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

**Virtual Meeting Info:** <https://us06web.zoom.us/join> Meeting ID: 965 279 3780 Passcode: 53094 One tap mobile  
+16469313860 <https://us06web.zoom.us/j/9652793780?pwd=0glWdtrdiJJHznZXyVgAb9U8pNOstl.1>

### 1. CALL TO ORDER

### 2. REVIEW AND APPROVE MINUTES

A. Finance Committee minutes of July 21, 2025

### 3. OPENING FOR PUBLIC COMMENT

*Each individual who would like to address the Committee will be permitted up to three minutes for their comments on agenda items only*

### 4. BUSINESS

A. Review and take action: EMS Billing Write-offs

B. Review and take action: Purchase of Sideloading Refuse Truck from Envirotech Equipment of Lannon, WI for \$378,877.00 which includes the trade of a 2016 Refuse Truck  
VIN3BPZL70XXGF100736

C. Review and take action: Modify request for capital purchase from Parks Department for vehicle equipment

D. Review and take possible action: Development Agreement with Greomar LLC for Edge Field

E. Review and take possible action: RDA Citywide Sign Grant Program

F. Review and take possible action: 2026-2030 City Funding Proposal from Watertown Main Street Program

G. Convene into closed session per §19.85(1)(g) to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved (Claim from Advanced Piping)

H. Reconvene into open session

I. Review and take action: Claim from Advanced Piping

J. Convene into closed session per §19.85(1)(g) to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved (Indoor Pool)

K. Reconvene into open session

L. Convene into closed session per §19.85(1)(g) to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved (Walmart Tax Appeal 2024)

M. Reconvene to open session

### 5. ADJOURNMENT

*Persons requiring other reasonable accommodations for any of the above meetings, may contact the office of the City Clerk at [cityclerk@watertownwi.gov](mailto:cityclerk@watertownwi.gov) phone 920-262-4000*

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



## FINANCE COMMITTEE MEETING MINUTES

MONDAY, JULY 21, 2025, AT 5:30 PM

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

Finance Committee members present: Mayor Stocks, Alderpersons Berg, Davis, Lampe and Smith

Others present: Finance Director Stevens, Water Systems Manager Hartz, Public Works Director Beyer, Streets Operations Manager Winkleman (video), Fire Chief Reynen, Park/Rec Director Butteris, Tim Hayden (video), Lisa Schwartz, Mason Becker, Scott Kwiecinski (Horizon Builders)

1. Call to order. Mayor Stocks called the meeting to order at 5:33 p.m.
2. A motion was made by Ald. Lampe, seconded by Ald. Davis, to approve the minutes from July 7. Approved.
3. Mayor Stocks recommended the **hiring of Alexandra Panagopoulos** as the city attorney at G/S T5 [\$53.88/hr] with one additional week of vacation beyond the standard experience schedule. Discussion took place surrounding the vacation request. Ald. Davis motioned, seconded by Ald. Lampe to approve the hiring. The motion passed 3:2.
4. **Lumin Terrace LLC** is finalizing the securing of lending for the apartment construction. The bank is requesting approval of a **collateral assignment** of the TIF development. A motion was made by Ald. Davis, seconded by Ald. Berg, to recommend approval to Council. Unanimously approved..
5. Water Systems Manager Hartz updated the Finance Committee on the **financing** aspect of the **private lead service project** that is scheduled to begin later this year and continue into 2027. The project totaling \$8,218,522 will be funded through the Bipartisan Infrastructure Loan (BIL) program that's administered by WI Dept of Natural Resources (WI DNR). Approximately \$5.1 million will be a principal forgiveness grant. The remaining balance of approximately \$3.1 million will be incorporated into a WI DNR Safe Drinking Water Fund loan with a 0.25% interest rate to be amortized from Water Fund cash reserves.
6. Mr. Stevens presented the **General Fund income statement through June** with explanation on a few accounts with high percentages of actual/budget.
7. Mr. Stevens provided an updated spreadsheet of the **2026 global compensation costs**. The interaction with the McGrath study rep was not able to be scheduled until July 22. Mr. Stevens outlined two feasible approaches (keep Expenditure Restraint Program (ERP), don't keep ERP), both requiring a 0% increase in department budgets, making allowance for some required increases (full year in fire station, indoor pool shared expenses, water increases, IT tools). The mayor was encouraged to look at programs or personnel for cutting. What can be reduced or eliminated?
8. Ald. Davis moved, seconded by Ald. Berg, to convene into **closed session** per §19.85(1)(f) to consider financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations (FD). Unanimously approved by roll call vote.
9. After reconvening into open session, discussion took place on the desire for a **standardization of public comment** to be consistently added to the agendas of all standing committees. This will be brought to a Council of the Whole meeting for direction.

10. Finance Committee adjournment. Ald. Davis moved, seconded by Ald. Berg, to adjourn the Finance Committee at 7:50 p.m., and was carried by unanimous voice vote.

Respectfully submitted,

Mark Stevens, Finance Director

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

# MEMO

## Fire Department

**To:** Finance Committee

**From:** Andrea Peters

**Date:** 08/11/2025

**Subject:** Request for Approval to Write Off Uncollectible EMS Billing Accounts

## Background

Attached to this memo is a list of EMS billing accounts that I am requesting approval to write off. All accounts listed have been through the full collections process, and despite all reasonable efforts, they remain uncollectible.

Each account on the list includes the reason it is no longer considered collectible—whether due to bankruptcy, deceased patients with no estate, returned mail with no forwarding address, or accounts deemed uncollectible by the State of Wisconsin Department of Revenue.

Writing off uncollectible debts is a standard business practice and is also required by auditors to ensure our financial records remain accurate and compliant with accounting standards. Approval of this write-off request will help us maintain proper financial reporting and recordkeeping.

Please let me know if you have any questions or need further information regarding any of the accounts listed.

Thank you for your consideration.

# Request for Write-Off

08.11.25

Section 4, Item A.

Call Number	DOS	Balance	Write Off Reason
1800477	3/7/2018	\$804.25	Deceased - No Estate
013-19-2288	11/17/2019	\$95.05	Deceased - No Estate
013-21-1169	6/13/2021	\$771.20	Deceased - No Estate
013-21-1953	9/20/2021	\$250.00	Deceased - No Estate
013-22-0791	4/18/2022	\$290.00	Deceased - No Estate
013-22-2170	10/13/2022	\$867.92	Deceased - No Estate
013-23-0019	1/3/2023	\$250.00	Deceased - No Estate
013-23-0335	2/13/2023	\$731.00	Deceased - No Estate
013-23-0508	3/7/2023	\$136.89	Deceased - No Estate
013-23-1306	6/17/2023	\$250.00	Deceased - No Estate
013-23-2420	10/25/2023	\$1,133.00	Deceased - No Estate
013-23-2467	10/31/2023	\$1,133.00	Deceased - No Estate
013-23-2948	12/23/2023	\$250.00	Deceased - No Estate
013-24-0116	1/13/2024	\$225.00	Deceased - No Estate
013-24-0567	3/9/2024	\$275.00	Deceased - No Estate
013-24-0635	3/16/2024	\$1,335.20	Deceased - No Estate
013-24-0651	3/19/2024	\$1,135.20	Deceased - No Estate
013-24-0653	3/20/2024	\$1,335.20	Deceased - No Estate
013-24-0454	2/25/2024	\$300.00	Deceased - No Estate
1502406	12/21/2015	\$835.86	Department of Revenue Determined Uncollectible
1600364	2/27/2016	\$646.75	Department of Revenue Determined Uncollectible
1600750	4/27/2016	\$729.65	Department of Revenue Determined Uncollectible
1600964	5/30/2016	\$791.26	Department of Revenue Determined Uncollectible
1800986	5/19/2018	\$778.17	Department of Revenue Determined Uncollectible
013-19-0396	2/20/2019	\$1,545.57	Department of Revenue Determined Uncollectible
013-19-1411	7/9/2019	\$884.46	Department of Revenue Determined Uncollectible
013-19-2165	10/19/2019	\$663.00	Department of Revenue Determined Uncollectible
013-23-2903	12/17/2023	\$89.21	Department of Revenue Determined Uncollectible
Amount for Write Offs		\$18,531.84	

# MEMO

## DPW – Street/Solid Waste Division

**To: Mayor Stocks and Finance Committee Members**

**From: Stacy Winkelman**

**Date: August 1, 2025**

**Subject: August 11 Agenda Item**

### Background

At the June 23<sup>rd</sup> Finance Committee meeting it was agreed to use 2025 budget of \$350,000.00 that was intended for Cady Street building repairs/replacement for the purchase of a sideloading refuse truck instead.

### Budget Goal

Solid Waste Utility Capital Account #17-58-17-60

### Financial Impact

The low bid (with trade) was \$378,877.00; \$28,877.00 over budget. I have spoken with Finance Director Mark Stevens to confirm that there are sufficient funds in the solid waste utility fund balance to cover this purchase.

### Recommendation

Our division is recommending the purchase of a New Way 31 cubic yard side load refuse truck with a Peterbilt chassis from Envirotech Equipment of Lannon, Wisconsin for \$378,877.00. This includes the trade of our 2016 Loadmaster 31 Cu Yd Eclipse-PS31 VIN 3BPZL70XXGF100736.





106 Jones Street  
Watertown, WI 53094

Finance Dept: 920-262-4000

Date: 8/4/2025

Section 4, Item B.

Purchase Request

Vendor Name: Envirotech Equipment

Vendor Address: 19750 W Edgewood Drive  
Lannon, WI 53046

Vendor Phone: 262-264-0231

Payment Method:

- ☒ Vendor will bill  
☐ Credit Card  
☐ Issue Check

Description of Product or Service	Item #	Qty	Per Unit	Extended
New Model Sideload Refuse Truck - New Way Body with Peterbilt Chassis		1	401,877.00	401,877.00
Less Trade of City Vehicle with VIN 3BPZL70XXGF100736		1	(23,000.00)	(23,000.00)
Shipping / Handling				
TOTAL:				\$ 378,877.00

Description of need and/or handling directions: Ship to Location:

Alternate Bids/Proposals (name & amount):

R.N.O.W. - \$416,727.50 less trade of \$10,000.00 = \$406,727.50

JWR - No Bid Received

McNeilus Truck - No Bid Received

Account Number:

Solid Waste Utility Capital 17-58-17-60

Approval:

Date:

PO#

FinCom

/ /

Mayor

/ /

Mayor's Signature

Requestor's Name: Stacy Winkelman

Date:

Requestor's Location: DPW - Street/Solid Waste 811 S. First St

Phone:

Supervisor Approval: Andrew Beyer

Date:

Finance Director Approval:

Date:

City of Watertown - Finance Department

Vendor #: Ck #: Date:



# MEMO

## Parks, Recreation, and Forestry Department

To: Finance Committee Members

From: Kristine Butteris, Director of Parks, Recreation, and Forestry

Date: 8/11/2025

Subject: Request to reallocate CIP Funds

### Background

Last budget season, I had requested CIP funds be used towards a new dump truck to replace the 2012 Dodge Ram 3500 that has a rusted dump box and the exhaust manifold will need to be replaced.

Early this spring, we had to move the water truck truck bed from the 2009 Ford F250 flatbed truck due to the front-end suspension rusting out. We moved that truck bed to the 2008 Ford F350 dump truck as the dump bed was rusted out.

We also had our 2008 Ford F350 flatbed with lift gate decommissioned due to faulty liftgate (fell at random times), shifting issues due to transmission, and front-end suspension needs complete replacement due to rust and age.

Given the strange turn of events, I am submitting a request to switch my request for a dump truck purchase to a truck and lift gate purchase.

### Budget Goal

1. Proactively maintains and improves our parks and infrastructure to ensure safety, quality, and equity
2. Maintains a safe and healthy community, with an eye toward future needs and trends

### Financial Impact

This switch in purchasing will allow us to fall within budget as the dump truck quotes have come back higher than initially intended by more than \$10,000.

### Recommendation

Option 1: Approve the request to move forward with the purchase of a 2.5 ton truck with lift gate.

# MEMO

Option 2: Deny request and approve to move forward with 3.5 ton truck with dump and look at possible budget adjustment for overage of quote amounts.



2008 Ford F350 Liftgate Truck -  
decommissioned



2008 Ford F350 Liftgate Truck



2009 Ford F250 Flatbed Truck -  
decommissioned

# MEMO



2012 Dodge Ram Dump bed

**RESOLUTION TO  
APPROVE DEVELOPMENT AGREEMENT BETWEEN CITY OF  
WATERTOWN, WISCONSIN AND GREMAR, LLC**

**SPONSOR: MAYOR STOCKS  
FROM: FINANCE COMMITTEE**

**WHEREAS**, Gremar, LLC has worked with the City of Watertown to facilitate a residential development project, Edge Field; and,

**WHEREAS**, the City of Watertown recognizes that the addition of market rate, for-sale housing product will provide needed housing to residents and be an economic benefit to the City; and,

**WHEREAS**, the attached Development Agreement between the City of Watertown and Gremar, LLC has been considered and reviewed by all necessary City interests and deemed appropriate and in the best and vital interest of the City; and,

**WHEREAS**, Gremar, LLC has presented to the City its plans for construction and completion of the project.

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

That based on the foregoing, and the objectives of the City, the proper City Officials be and are hereby authorized to sign, execute and implement the attached Development Agreement between the City of Watertown, Wisconsin and Gremar, LLC.

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

	YES	NO
DAVIS		
LAMPE		
BERG		
BARTZ		
BLANKE		
SMITH		
ARNETT		
WETZEL		
MOLDENHAUER		
MAYOR STOCKS		
TOTAL		

ADOPTED August 19, 2025

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

APPROVED August 19, 2025

\_\_\_\_\_  
MAYOR

**DEVELOPMENT AGREEMENT**  
**BETWEEN**  
**CITY OF WATERTOWN, WISCONSIN**  
**AND**  
**GREMAR, LLC**

New construction of Edge Field Subdivision consisting of 55 residential lots including 12 zero-lot line twin home units and 43 single-family units.

**DEVELOPMENT AGREEMENT**  
**848 MILFORD STREET, WATERTOWN WISCONSIN**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and among the City of Watertown, a Wisconsin municipal corporation, (the “City”) and Gremar, LLC, a Wisconsin domestic limited liability company, (the “Developer”).

**WITNESSETH:**

**WHEREAS**, Developer is the owner of real estate located within the City, identified by Tax Parcel Number 291-0815-0741-061, and located at 848 Milford Street in the City of Watertown, Jefferson County, Wisconsin, and more particularly described on the Final Plat for Edge Field Subdivision which is attached hereto and incorporated herein as Exhibit A (the “Property”); and

**WHEREAS**, the Developer wishes to work with the City to add the Plat and construct the public improvements necessary, to serve such property legally described on Exhibit A; and

**WHEREAS**, the City seeks to protect the health, safety and general welfare of the community by requiring: (1) the installation of all necessary public improvements, including, but not limited to, public sanitary sewer facilities, water mains and water service laterals, storm sewers and stormwater management, grading of public and private lands, erosion and storm water runoff control, lot stakes, and standard streets and sidewalks; (2) construction of said improvements to meet the general requirements and design standards set forth in City ordinances, or as otherwise adopted by the City, and in State statutes; and (3) dedication of said improvements to the City without cost to the City, except as expressly specified herein; and

**WHEREAS**, the City’s protection of the health, safety and general welfare of the community also includes protection of the City from incurring the cost of completing the required Subdivision improvements, from suffering the harmful consequences of land development prior to satisfactory completion of improvements or prior to payment of required improvement costs, and from withstanding the harmful effects of substandard subdivisions, including premature subdivision which leaves property undeveloped and unproductive; and

**WHEREAS**, the Developer has submitted the Preliminary Plat and Final Plat for approval and construction of public improvements upon Final Plat approval consisting of Monuments (Watertown Municipal Code §

545-22), Blocks (Watertown Municipal Code § 545-25), Lots (Watertown Municipal Code § 545-26), Building setback lines (Watertown Municipal Code § 545-27), , Railroads and limited access highways (Watertown Municipal Code § 545-28), Streets (Watertown Municipal Code § 545-29), Water (Watertown Municipal Code § 545-30), Sanitary sewer (Watertown Municipal Code § 545-31), Utility easements (Watertown Municipal Code § 545-32), Drainage and environmental corridor easements (Watertown Municipal Code § 545-33), Intrablock drainage and foundation design (Watertown Municipal Code § 545-34), Erosion control (Watertown Municipal Code § 545-35), Stormwater management (Watertown Municipal Code § 545-36), Sidewalks and bikeways (Watertown Municipal Code § 545-37), Streetlighting (Watertown Municipal Code § 545-38), Street signs (Watertown Municipal Code § 545-39), Street trees (Watertown Municipal Code § 545-40), Buffer strips (Watertown Municipal Code § 545-41), Dedication and improvement of public parks and other public sites (Watertown Municipal Code § 545-42), Restoration of disturbed areas; vegetation (Watertown Municipal Code § 545-46), and other incidental or accessory improvements where necessary to serve and benefit the 55 residential lots in the Final Plat of Edge Field Subdivision; and

**WHEREAS**, pursuant to Chapter 545, Article III, Required Improvements and Design Standards, City of Watertown Municipal Code, Property Owner has agreed to cooperate with the City regarding the construction of such improvements to be paid for by the Developer or through special assessment of the Property; and

**WHEREAS**, the Developer and City believe that it is in their mutual best interests and in the public interest of the City of Watertown to approve such public improvement construction along the terms and conditions provided herein; and

**WHEREAS**, this Agreement is being executed to protect the City from the cost of completing subdivision improvements and is not executed for the benefit of material suppliers, laborers, or others providing work, services or material to the Subdivision, or for the benefit of lot or home buyers in the Subdivision.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, the approval of the Subdivision by the City and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and the City hereby mutually agree:

**ARTICLE 1  
PURPOSES-DEFINITIONS**

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

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

- 1.2.1.** “Agreement” means this Development Agreement, as the same may hereafter be from time to time modified, amended or supplemented in accordance with its terms.
- 1.2.2.** “City” means the City of Watertown, a Wisconsin municipal corporation. The City may also be referred to as the City of Watertown.
- 1.2.3.** “Developer” means Gremar, LLC and its successors and assigns.
- 1.2.4.** “Development Project” or “Project” means the overall construction of 55 residential lots including 12 zero-lot line twin home units and 43 single-family units. The approved project plans, as may be amended from time to time in accordance with this Agreement, shall be kept on file with the City Engineer.
- 1.2.5.** “Height Zone” means zones established by Chapter 211 of the Code of Ordinances of the City of Watertown, and are as shown on the map dated December 12, 2007, titled “Height Limitation Zone Map, Watertown Municipal Airport, Jefferson County, Wisconsin. The map is on file in the office of the City Engineer.
- 1.2.6.** “Plans and Specifications” means the plans and specifications for the project to be prepared by Developer and approved by the City. A copy of approved plans and specifications, as may be amended from time to time in accordance with this Agreement, shall be kept on file with the City Engineer
- 1.2.7.** “Project Costs” means the costs specified in Wis. Stat. § 66.1105(2)(f) 1.a-L inclusive.
- 1.2.8.** “Property” means the property identified as Parcel Identification Number 291-0815-0741-061 in the City of Watertown, Jefferson County, Wisconsin as described on Exhibit A attached hereto.
- 1.2.9.** “Site Plan” means the specific physical layout of the Property as shown on the approved project plans.
- 1.2.10.** “Term” means a period of at least 2 years commencing on the Effective Date of this Agreement and ending on December 31, 2027.
- 1.2.11.** “Zoning Code” or “Code” means Chapter 550 of the Code of Ordinances of the City of Watertown.

## **ARTICLE 2 GENERAL CONDITIONS**

**Section 2.1. Project Description.** Upon the receipt of all necessary governmental approvals, Developer agrees to construct the Project on the Property in accordance with the approved Plans and Specifications (subject to any alterations therein deemed necessary by City or State plan review or similar authorities). Developer shall construct the Project, at its sole cost, peril and expense in strict accordance with this Agreement and in strict conformity with all City ordinances, resolutions, policies, insurability or



bondability requirements, and similarly applicable or impacted governmental regulations. The estimated cost to Developer of the Project (cost of construction (all taxes and incidentals, included) is, projected upon Developer's representations, to be approximately three million seventy-one thousand three hundred ninety-five dollars and nine cents (\$3,071,395.09) generally consistent with the approved Plans and Specifications. The parties presently estimate that following completion of the Project, the Property will have an equalized assessed value for real property tax purposes, as of January 1, 202\_\_\_\_\_, no less than twenty-two million five hundred forty-six thousand dollars (\$22,546,000.00). Developer shall use all reasonable and good faith efforts to substantially complete the Project's construction on or before September 1, 2026.

**Commented [AB1]:** Should this be ~\$2.8 million for public improvement costs? References exhibit B as detailed in SEH cost estimate

**Commented [DW2]:** Not sure this is necessary. There is no TIF being used.

**Commented [MB3R2]:** These numbers based on estimates from Accurate Assessors

**Section 2.2. Contractors Engaged by Developer.** The Developer agrees to engage Contractors for all construction included in this Agreement who shall perform such work to the standards of the City and who shall comply with every requirement of the City's Municipal Code, standards and specifications, Wisconsin Department of Transportation Standard Specifications, current edition, Standard Specifications for Sewer & Water Construction in Wisconsin, current edition, Wisconsin Department of Natural Resources Stormwater Technical Standards, current edition, and State Statutes in performing such work. Contractors shall be pre-qualified with the City Engineer to perform the required work prior to the submittal of Contractors bid. The Developer shall furnish the City, who shall be the Director of Public Works/City Engineer and Water Systems Manager or his/her designated agent(s), with the names of all Contractors and their subcontractors; with the classification of the work they will perform at the Pre-Con meeting or not less than seven (7) calendar days prior to any work beginning.

**Section 2.3. City Approval of Starting Dates.** The Developer agrees that no work shall be scheduled for the required public improvements without the City's approval of the starting date and schedule which shall be submitted by the Developer to the City a minimum of seven (7) calendar days before work is scheduled to begin.

**Section 2.4. Time for Completion and other Time Requirements.**

**2.4.1.** All work specified herein shall be completed by the Developer within eighteen (18) months from the date of recording of the plat, unless an alternate time period for a specific improvement has been authorized in writing or required within this Agreement. Furthermore, all work shall be completed in accordance with the approved construction schedule as submitted and approved by the City.

**2.4.2.** For the purpose of computing the commencement, abandonment, and completion periods, and time periods for City action, such times in which war, civil disasters, acts of God, or extreme weather conditions occur or exist shall not be included if such times prevent the Developer or City from performing its obligations under the Agreement.

**2.4.3.** Developer agrees to submit satisfactory documentation which details how these conditions or acts outside its control and enumerated in paragraph 2 above, prevent the Developer from timely performance hereunder. Developer also agrees to take all steps or actions possible for timely performance and agrees to meet with the City in an attempt to expressly and mutually agree to extending time periods herein. Finally, Developer agrees to

extend any and all financial guarantees required in this Agreement, and such time extension shall coincide with the time lost due to a condition as detailed in paragraph 2.

**Section 2.5. Indemnification and Insurance Requirements.**

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

**2.5.2.** The Developer shall require all contractors engaged in the construction of public improvements under this Agreement to comply with City of Watertown contract requirements pertaining to damage claims, indemnification of the City of Watertown, and providing insurance coverages that are established by the City. The Developer shall also require contractors engaged by the Developer to maintain a current Certificate of Insurance on file with the City Clerk.

**Section 2.6. Compliance With Law.** This Development Agreement shall be construed in accordance with the internal laws of the State of Wisconsin. The Developer shall comply with all relevant laws, ordinances, standards, and regulations in effect at the time of execution of this Agreement.

**Section 2.7. Standards and Specifications.** Standards and Specifications. The Developer agrees to construct all required improvements in accordance with approved and adopted standards and specifications of the City, including any administrative rules of the City. Where standards and/or specifications or administrative rules have not been established by the City, all work shall be made in accordance with established engineering practices as designated and approved by the City.

**Section 2.8. Fees Payable Prior to Construction.** The Developer agrees to pay the City the following charges prior to construction beginning:

**2.8.1.** Any outstanding charges and assessments levied by the City against lands within the subdivision.

**2.8.2.** All required fees resulting from costs incurred by the City as a result of the platting and development of this subdivision, including, but not limited to engineering, planning and legal fees.

**Section 2.9. Developer to Reimburse the City for Costs Sustained.** The Developer agrees to reimburse the City for its actual costs of review, design, inspection, testing, construction, and associated legal and

real estate fees for the required public improvements. The City shall provide the Developer with copies of all bills for these costs as received from the City's consulting engineers and planner. For costs incurred from services by City employees, the City will provide an itemized bill which includes date of work, work performed, total time expended and hourly rate. The City's costs shall be determined as follows:

**2.9.1.** The cost of City employees' time engaged in the review of plans for and the inspection of required public improvements, or the legal review of required documents under this Agreement or associated with the plat approval process shall be billed to the Developer. These costs shall be based on the equivalent of an hourly rate paid to salaried employees multiplied by a factor determined by the City Clerk/Treasurer that represents the City's cost for expenses, benefits, insurance, sick leave, holidays, vacation, and similar benefits.

**2.9.2.** The cost of City equipment employed.

**2.9.3.** The actual costs of all engineering consultant fees associated with the public improvements at the invoiced amount.

**Section 2.10. Developer's Designated Project Manager.** The Developer shall appoint a project manager who shall act as the Developer's representative during the construction of public improvements required under this Agreement. The Project Manager shall be available during construction hours on the job site or available by telephone. During non-construction hours the Project Manager shall be available for emergency situations by telephone. The name of the Project Manager and telephone numbers shall be supplied to the City prior to commencement of construction.

**Section 2.11. Security for Performance.**

**2.11.1.** Prior to commencing construction of improvements in the Subdivision, the Developer shall provide a financial guaranty in a form authorized by ordinance of the City of Watertown. Said financial guaranty shall comply in all respects with requirements of the City of Watertown Municipal Code sec. 545 in conformity with Wis. Stat. sec. 236.13 and shall be approved by the City Attorney and filed with the City Clerk prior to the commencement of any construction and shall be provided to guarantee faithful performance of improvements required in this Agreement. Developer may execute an Escrow Agreement or prepay the total cost of public improvements to the City at the outset of the project, plus any accrued interest, charges or penalties on the liens of special assessments to the City. Escrow Agreement is included as Exhibit B to this agreement.

**2.11.2.** The guaranty shall run to the City for such period of time as required to complete all construction of public improvements required in this Agreement, and for such additional time required to complete the guarantee period of said improvements.

**2.11.3.** The amount of the guaranty shall not be less than one hundred ten percent (110%) of the Director of Public Works/City Engineer's estimate of the cost of all required public improvements, which are either being constructed or funded by the Developer. At the time of the Developer's execution of final contract documents, the amount of the bond or escrow shall

be upgraded to provide for the actual cost of all required improvements if the work is in excess of the engineering estimates.

**2.11.4.** The form of the guaranty shall be subject to the approval of the City Attorney and shall hold the City harmless from the cost to construct, repair or replace any of the improvements that are covered by the guaranty.

**2.11.5.** The guaranty shall insure that all construction will be completed in accordance with this Agreement. The guaranty shall also ensure that all work will comply with the approved plans and specifications, and that all obligations of the Developer to the City under this Agreement and to the contractors, subcontractors, laborers and materialmen will be fully and timely met.

**2.11.6.** The guaranty and the Developer shall also warrant against defects in workmanship and/or materials for a period of one year after substantial completion (i.e. all required improvements minus sidewalks and bituminous surface course) and final acceptance of the required improvement or improvements. As improvements are accepted by the City Council, the amount of the guaranty may be reduced in conformity with Wis. Stat. sec. 236.13, to reflect the accepted improvements.

**2.11.7.** The financial guarantee may be decreased by partial reduction, by up to ninety percent (90%) of the valuation of improvements contemplated by the requested partial reduction, prior to substantial completion. Developer must submit a written request for partial reduction and written verification by Director of Public Works/City Engineer recommending acceptance of the identified improvements and requested partial reduction to the City Council for review and approval.

#### **Section 2.12. Inspection, Certification, and Acceptance of Work.**

**2.12.1.** The City reserves the right to inspect the improvements during construction, and as they are completed, and the Developer agrees to submit the required test data as required herein, together with a written certification from the Developer's engineer that the public improvements are completed in accordance with this Agreement. No less than twenty-four (24) hours prior to conducting any required testing, the Developer agrees to provide notice that such tests are to be performed, so the Director of Public Works/City Engineer or his/her agent(s) may be on site to witness the actual testing. All test data shall be reviewed by the Director of Public Works/City Engineer and the same shall be transmitted to the City Council, along with the Developer's engineer's certification of completion, and also the Director of Public Works/City Engineer's recommendations on acceptance. Concurrence with the Developer's engineer's certification, however, does not constitute a waiver by the City of Watertown the right to draw on the Developer's guaranty due to defects in or failure of any improvement that are detected or occur following such certification.

**2.12.2.** The Developer further agrees that the dedication of improvements will not be accepted by the City until all outstanding City-incurred costs, including engineering, planning, legal and inspection charges indicated herein, have been paid in full and valid lien waivers are received by

the City that indicate that the Contractors and suppliers have been paid in full for all work and materials furnished under this contract, excepting no more than a ten (10) percent retainage. In addition to other requirements that may be established by the City, the sanitary sewer, water mains, storm sewer, stormwater management system, and the respective service laterals shall not be accepted until the following is obtained by the Developer and provided to the City:

- i. a complete set of As-Built plans stamped by a professional engineer licensed in the State of Wisconsin,
- ii. test results certified by the Wisconsin Laboratory of Hygiene indicating that water samples have been found to be bacteriologically safe,
- iii. test results confirming that water pressure is satisfactory for City purposes,
- iv. the televised sewers meet with the approval of the City Water Systems Manager or his/her designee and,
- v. test results approved by either the City Water Systems Manager or his/her designee or an independent third party verifying successful mandrel testing and low pressure air testing.

The streets, curb and gutter, storm water facilities, sidewalks, landscaping, water service lateral curb stop shut off valves, and grading of public property shall not be accepted until the requirements specific to those public improvements, as stated in this Agreement and/or in any adopted standards, specifications or administrative rules of the City, have been met.

**2.12.3.** Before obtaining acceptance of any required improvement, the Developer shall present to the City valid lien waivers from all persons providing materials or performing work on the improvement for which acceptance is sought. Upon certification of public improvements, and upon receipt of valid lien waivers, the City Council shall accept the public improvements and dedications by resolution. The Developer agrees that the Developer shall provide for all maintenance of the right-of-ways and other public areas, including parkland, and improvements. Such maintenance shall include snow removal and roadway maintenance (i.e. grading and dust control) within all affected public right-of-ways until the City has accepted all public improvements subject to this Development Agreement.

**2.12.4.** The City agrees to take all reasonable steps to promptly pass a resolution accepting the certified improvements provided in this Agreement upon the satisfaction of Developer's obligations as provided and required in this Agreement.

**2.12.5.** Upon acceptance of improvements under this section, the City agrees that the financial guaranty shall be reduced to an amount determined by resolution of the City Council to guarantee and warrant against defects in workmanship and/or materials for a period of twelve (12) months after the date of substantial completion, at which time the remainder of the guaranty shall be released by the City, unless other improvements required under this Agreement have not been accepted or are still subject to a guarantee period. Upon the

expiration of any guarantee period, the City agrees to release the portion of the bond held to guarantee specific improvements that have already been accepted, provided valid, final lien waivers are provided to the City showing no retainage.

**Section 2.13. Guarantee of Work.**

**2.13.1.** Developer agrees to guarantee and warrant against defects in the workmanship and or materials of the improvements installed in the Subdivision as required by this Agreement for a period of one (1) year from the date of substantial completion. If any defects should appear in any improvement during the guarantee period, Developer agrees to make required replacement or acceptable repairs of the defective work or materials at its own expense. This expense includes total and complete restoration of any disturbed surface or component of the improvement to the standards provided in the plans and specifications regardless of improvements on lands where the repairs or replacements are required. If such repair or replacement is not made by Developer, the City may make or cause to be made such repair and Developer shall immediately reimburse the City for all such expenses.

**2.13.2.** The City reserves the right to draw on the financial guaranty provided to guarantee the work and materials in lieu of the provisions in the above paragraph if it appears, in the judgment of the City, that Developer either will not or cannot make the necessary repairs in a satisfactory manner. The City agrees to provide written notice of thirty (30) days, as an opportunity to cure any defects prior to proceeding against the financial guaranty, provided no emergency affecting health or safety is imminent, and provided no expiration of the guaranty will occur during this opportunity to cure.

**2.13.3.** All warranties for materials and workmanship which extend to the Developer beyond the one-year guarantee period shall be assigned by the Developer to the City.

**Section 2.14. Airport Approach Protection Zone Height Limitation.** The Developer shall not construct or locate a structure in excess of the height limit under Section § 211-3 of the City of Watertown Municipal Code and as mapped in the City of Watertown Airport Master Plan 2013-2033. The Developer shall plant trees and other objects of natural growth based on maximum mature height that will not exceed the height limit under Section § 211-3 of the City of Watertown Municipal Code and as indicated in the City of Watertown Airport Master Plan 2013-2033.

**ARTICLE 3  
REQUIRED IMPROVEMENTS**

**Section 3.1. Standard Street Improvements.**

**3.1.1. Installation.** The Developer, at Developer's cost, shall install to City standards street improvements, including concrete curb and gutter, adequate crushed stone base, bituminous binder course and bituminous surface course, on all streets in the Subdivision in accordance with the provisions of this Agreement and the City's ordinances and standards and specifications in effect at the time that said improvements are installed. All such street improvements shall be dedicated to the City upon acceptance by action of the City Council.

**3.1.2. Repairs.** The Developer shall repair Casey Drive, Perry Way, Alvoss Drive, Linda Lane, Ryan Ridge, and E. Horseshoe Road as necessary as a result of construction of the subdivision. Excavated trenches utilized for connection of sewer main and water main to the utility mains on Linda Lane and Ryan Ridge shall be repaired and patched in a professional and workmanlike manner. Following sewer main and water main installation, the Developer shall provide a minimum of sixteen (16) inches of base course to match the existing asphalt surface grade of the excavated areas. The Developer shall saw-cut the asphalt adjacent to any such trenches a minimum of two (2) feet outside the trench required for excavation and provide for compacted thickness of two (2) layers of asphalt totaling four (4) inches. Repair is defined as restoring public rights-of-way improvements listed above to a condition equal or better prior to construction commencement date. All such work shall be completed by Developer at its sole expense.

**3.1.3. Defects in Streets.** If the bituminous concrete, binder course and/or surface course, is found to be deficient or other obvious defect is found to exist, subject to the approval of the City, the Developer shall either:

- i. Remove and replace the deficient sections of pavement; or
- ii. Post a five (5) year cash bond in the amount of one hundred fifty percent (150%) of the estimated cost to remove and replace the deficient pavement.

**3.1.4. Barricades.** During construction and until the streets are open for public use, the Developer shall furnish, install and maintain barricades and signs at such places as are necessary to protect and enhance safety. The Developer shall consult with the Director of Public Works/City Engineer and City Police Chief regarding placement and use of barricades, but Developer shall bear ultimate responsibility for proper barricading and maintenance of all barricades and signs until final completion.

## **Section 3.2. Sidewalks.**

**3.2.1. Grading plan for sidewalks.** Developer, at its cost, shall cause all terrace areas to be graded to City standards for sidewalks. All final sidewalk grades shall be provided to and approved by the City.

**3.2.2. Installation of sidewalks.** Developer, at its cost, shall install sidewalks to City specifications in accordance with the Final Plat and/or approved construction plans, this Agreement, City ordinances and City standard specifications.

**3.2.3. Sidewalk Construction.** Sidewalks shall be installed, weather permitting, on a lot before an occupancy permit is issued for a house constructed on that lot, but the construction of the sidewalk may be delayed until after the house being constructed which abuts the sidewalk is substantially complete. The purpose of delaying sidewalk construction is to minimize damage from heavy equipment being driven over the sidewalks during construction activities on the lots immediately adjacent to the sidewalk. Despite this delay in the requirements to construct sidewalks, all sidewalks within the Subdivision shall be installed no later than two (2) years from the date of this Agreement, unless this requirement is expressly waived by the Common Council.



If Developer fails to construct sidewalk within two (2) years of the date of this Agreement, the City may construct sidewalk and invoice adjacent property owners for all associated cost of sidewalk construction as a special assessment against the property. Upon completion of sidewalk installation, the land area within the public rights-of-way between the curb and the sidewalk shall be backfilled, graded, and given a layer of topsoil in a manner that complies with City specifications.

**Commented [AB4]:** Could replace with "If the Developer fails to install the required sidewalk improvements in accordance with this Agreement, the City may, at its sole discretion, draw upon the Developer's financial guarantee to complete the work." This would require developer paying for sidewalk up front in financial guarantee vs. property owners

**3.2.4. Testing Requirements.** Portland cement concrete shall be as specified in City standard specifications, except slump shall not be greater than a four (4)-inch slump. Portland cement concrete sidewalks shall be field tested at the rate of two cylinders per 1200 linear feet or two (2) cylinders per day, whichever is greater, for strength, air content, and slump. Testing shall be performed by an independent third-party agent and shall be performed on seven (7) day and twenty-eight (28) day cylinder cure.

**Section 3.3. Sanitary Sewers.** Developer will make connections to existing public water and sewer mains as needed according to City specifications. Developer agrees to repair all sidewalk, curb and gutter, and street and restore all landscape areas within the public right-of-way to City standards upon making those connections.

**3.3.1. Plans for sanitary sewer.** Developer shall submit to the City, for review and approval, plans and specifications for laterals and appurtenances in accordance with appropriate industry, state, county and City standards relating to construction of new sanitary sewers.

**3.3.2. Installation of sanitary sewers.** After the City has approved said plans and specifications and Developer has obtained all other required approvals, the Developer shall, at its cost, construct and install laterals, and appurtenances, all in accordance with the approved plans and specifications. Any acceptance and bond release with regard to the sanitary sewer shall occur prior to the installation of the asphalt surface course.

**3.3.3. Easements for sanitary sewers.** All easements for sanitary sewers in the Subdivision shall be dedicated on the Final Plat, and sewer lines shall be constructed within the easements as provided in the approved Engineering Plans and Specifications of the Subdivision.

**3.3.4. Temporary Sanitary Sewer Connection and Future Westside Interceptor Connection.** The Developer is hereby permitted to make a temporary sanitary sewer connection to the existing sanitary sewer system on Ryan Ridge within the Hepp Heights Subdivision to serve Lots 1 through 16 and Lots 27 through 55 within the Edge Field development. This temporary connection is allowed solely for the purpose of facilitating initial development and occupancy. The Developer acknowledges and agrees that this connection is interim in nature and shall be diverted upon the availability and extension of the Westside Interceptor sewer line to a connection point at or about Milford Street.

At such time as the Westside Interceptor becomes available, as determined by the City, the Developer shall, at its sole cost and within the time frame specified by the City (not to exceed twelve (12) months from notice), disconnect from the Ryan Ridge sewer system and connect all

sanitary sewer flows from the development to the Westside Interceptor. The Developer shall be responsible for obtaining any necessary permits, constructing any required infrastructure, and restoring all disturbed areas to the satisfaction of the City.

Failure to timely complete the connection to the Westside Interceptor shall constitute a default under this Agreement and may result in enforcement action, including but not limited to the City completing the required work and drawing upon the Developer's financial guarantees for reimbursement.

#### **Section 3.4. Water Distribution System**

**3.4.1. Plans for services and appurtenances.** Developer shall submit to the City, for review and approval, plans and specifications for services and appurtenances to serve the Subdivision.

**3.4.2. Installation of services and appurtenances.** After the City and other reviewing authorities have approved the plans and specifications submitted by Developer, the Developer, at its cost, shall construct services and appurtenances, all in accordance with the approved plans and specifications.

#### **Section 3.5. Stormwater Management**

**3.5.1. Drainage plans, storm sewers and stormwater management facilities.** Developer shall submit to the City, for review and approval, plans and specifications for storm sewer installations or other means that will meet the storm water management needs for the Subdivision. The plans and specifications shall address all storm water runoff drainage and treatment issues, including drainage ways, all in accordance with appropriate state, county, City, Wisconsin Department of Natural Resources (WDNR), and United States Army Corps of Engineers standards, and in accordance with administrative rules on stormwater adopted by the City.

**3.5.2. Installation of storm sewer and stormwater management facilities.** After the City approves the plans and specifications, the Developer, at its cost, shall install storm sewer and storm water management facilities and appurtenances in accordance with approved plans and specifications, along with any conditions applicable under the terms of this Agreement. After installation of the storm sewer and stormwater management facilities, the Developer shall submit to the City an as-built grading plan stamped by a professional engineer licensed in the State of Wisconsin of the stormwater best management practice(s).

**3.5.3. Easements for storm waters.** Easements for storm sewers in the Subdivision shall be dedicated on the Final Plat, and sewer lines shall be constructed within the easements as provided in the approved Engineering Plans and Specifications of the Subdivision. If standalone public stormwater management easements are required independent of the final plat, said easement shall be approved by the City and recorded by Developer prior to the recording of this Agreement. Restoration of improvements located within storm sewer easement is the responsibility of adjacent property owners.

**3.5.4. Due Care.** Developer will use due care when constructing near the existing storm sewers.

**3.5.5. Repair of damaged storm sewer.** If at any time during Developer's ownership of the Property the structure of the storm sewer is damaged, Developer will restore the storm sewer so as to provide an adequate structure to allow vehicular traffic over the storm sewer without reducing the capacity of the storm sewer.

**3.5.6. Stormwater Best Management Practices.** Stormwater Best Management Practices (BMPs) shall be constructed per the approved plans and specifications.

Each individual lot owner shall have undividable fractional ownership of Outlots 1 and 2 as shown on the Edge Field Final Plat, and shall each be liable for an equal and undividable fractional share of the cost to maintain said Outlots. The City of Watertown and Jefferson County shall not be liable for any fees or special assessments in the event they become owner of any lot or Outlot in the Subdivision by reason of tax delinquency.

### **Section 3.6. Grading and Landscaping**

**3.6.1. Grading plan.** Developer shall submit to the City, for review and approval, grading plans and specifications to provide positive drainage of the Subdivision. Any off-site excavation occurring as a result of improvements in this plat shall also be subject to and comply with the grading plans, as approved by the City.

**3.6.2. Completion of grading: As-built plans.** After approval of the plans and specifications by the City, Developer, at its cost, shall grade the Subdivision in accordance with the approved plans and specifications. After completion of the grading, the Developer shall submit to City an As-built grading plan stamped by a professional engineer licensed in the State of Wisconsin showing elevations at all lot corners, first floor elevations, drainage swales, stormwater best management practices, and at other key points.

**3.6.3. Retaining walls.** Retaining walls shall be constructed and maintained per the approved plans and specifications. All retaining walls required for individual lot grading shall be constructed, owned, and maintained by the respective lot owners.

Retaining walls shall be constructed prior to substantial completion. The City shall have no responsibility for the design, construction, or ongoing maintenance of any such retaining walls.

**3.6.4. Trees.** Trees planted within the right-of-way shall meet the requirements of Section 545-40 and shall be subject to approval by the City Forester.

### **Section 3.7. Erosion Control.**

**3.7.1. Erosion control plan.** The Developer shall submit plans and specifications for erosion control to the City for review and approval. Erosion control measures shall be required throughout the construction of improvements. Developer is responsible for performing erosion control inspections in accordance with City and WDNR requirements.

**3.7.2. Installation of erosion control devices.** After the City approves the plans and specifications, and before any land surface disturbances are made in the Subdivision, the Developer shall, at its cost, provide all erosion control measures in accordance with the approved plans and specifications.

**3.7.3. Temporary erosion control devices.** All temporary erosion control devices shall be approved by the City. All approved temporary erosion control devices shall be installed by the Developer during construction as directed by the City. All temporary devices shall be inspected and maintained by the Developer.

**3.7.4. Effect of failure of erosion control plan.** In addition to other remedies that may be available, if the City advises the Developer that the method of erosion control is failing, the Developer shall, within twenty four (24) hours after such notice, clean up the materials which have been displaced and repair or replace the method of control which has failed prior to construction of additional improvements to the Subdivision.

**3.7.5. Site Erosion control.** Site erosion control provisions of Section 288, Article I of the City Code shall also apply in addition to the provisions of this Agreement.

### **Section 3.8. Electric, Communications and Gas Facilities.**

**3.8.1. Underground installation.** All new electric distribution lines, all new telephone lines from which lots are individually served, and all new television cables, communication cables, and/or fiber and service installed within the Subdivision shall be underground. This section shall not apply to existing overhead lines. All underground installations shall be pre-approved by the City and shall comply with section 545-32 of the Watertown Municipal Code for proper location within right-of-ways. All underground utilities in street right-of-ways shall be installed prior to construction of street improvements. Provision must be made for mechanical compaction of all underground utility ditches or trenches situated within a street right-of-way. All gas lines and facilities shall not be installed prior to receiving express approval as to location within any right-of-way from the City.

**3.8.2. Above ground installation.** Associated equipment and facilities which are appurtenant to underground electric and communications systems, such as, but not limited to, substations, pad-mounted transformers, pad-mounted sectionalizing switches and above-grade pedestal-mounted terminal boxes may be located above ground.

**3.8.3. Temporary facilities.** 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 at Developer's expense.

**3.8.4. Utility easements.** In all electric and communication facilities installed underground, the utility easements shall be graded to within six (6) inches of final grade by the Developer prior to the installation of such facilities, and earth fill, piles or mounds of dirt shall not be stored on such

easement areas. Utility facilities when installed on utility easements (whether overhead or underground) shall not disturb any monuments in the Subdivision. Any necessary easements not shown on the Final Plat shall be granted by the Developer to affected utilities, City and private, prior to installation of facilities within those easement areas.

**Section 3.9. Parkland Dedication and Recreation Facilities.** The Developer shall issue payment to the City of Watertown in lieu of parkland dedication and provide recreation facilities improvement fees per Section 545-42 of the City of Watertown Municipal Code as summarized below. Parkland dedication has satisfied land dedication requirements for 42 of 55 lots. Fee in lieu of parkland dedication for remaining 13 lots shall be paid by developer prior to dedication of public improvements. Recreation facilities improvement fees shall be paid on a pro rata payment due at the time of the issuance of building permit on a per lot basis.

Number of Lots (a)	Parkland Dedication Fee Per Lot (b)	Recreation Facilities Improvement Fees Per Lot (c)	Subtotal a*(c)
55	-	\$1,264	\$69,520
Number of Lots (a)	Parkland Dedication Fee Per Lot (b)	-	Subtotal a*(b)
13	\$641	-	\$8,333

**Section 3.10. Building and Occupancy Permits.** Building and occupancy permits shall be issued in accordance with Section 253 of the Watertown Municipal Code and with statutory requirements, provided the applicable impact fees have been paid, the grade has been properly established, and the application for a building or occupancy permit is complete.

#### ARTICLE 4 UNDERTAKINGS OF DEVELOPER

**Section 4.1. Project.** Developer shall build (or cause to be built) 55 residential lots including 12 zero-lot line twin home units and 43 single-family units. The Project will be developed under the Plans and Specifications approved by the City, such approval not to be unreasonably withheld or delayed.

**Section 4.2. Minimum Costs.** Developer's Cost shall be a minimum ("Minimum Development Cost") of three million seventy-one thousand three hundred ninety-five dollars and nine cents (\$3,071,395.09). The Developer agrees to pay the City the following charges prior to construction beginning: 1. Any outstanding charges and assessments levied by the City against lands within the subdivision. 2. All required fees resulting from costs incurred by the City as a result of the platting and development of this subdivision, including, but not limited to engineering, planning and legal fees.

**Section 4.3. Construction Start.** Developer shall commence construction of the Project within sixty (60) days of receipt of all approvals from the City for the Project. The Developer agrees that no work shall be scheduled for the required public improvements without the City's approval of the starting date and

**Commented [DW5]:** Can you explain this? How does it apply to outstanding charges and assessments?

**Commented [MB6R5]:** \$3 million ? Andrew's team has public infra numbers, doesn't include grading, and items not in public ROW.

**Commented [AB7R5]:** I believe this would be the construction cost estimate - \$2,847,131.60

schedule which shall be submitted by the Developer to the City a minimum of seven (7) calendar days before work is scheduled to begin.

**Section 4.4. Construction Completion.** Developer shall pursue construction activities on the Property and shall complete the Project, so as to obtain occupancy permits by June 30, 2027.

**Section 4.5. Plans and Specifications.** Developer agrees to develop the Property and to construct all buildings and structures thereon in accordance with the Plans and Specifications, as filed and approved in final form by the City. However, during the progress of the Project, Developer may make changes to the Plans and Specifications as may be in furtherance of the general objectives of the Plans and Specifications and this Agreement and as site conditions or other issues of feasibility may dictate to further the Developer's development objectives; provided, however, any such change shall comply with all applicable laws of the City and Developer may not make any material change to the size, design or structure without the written consent of the City (not to be unreasonably withheld, conditioned or delayed.) The City agrees to consider and approve or reject any proposed change within thirty (30) days after submittal by the Developer to the City or such consideration is deemed rejected. Such requests for approval shall be submitted to the City Clerk, as representative of the City.

**Section 4.6. Future Structures.** No future structures, including but not limited to utility buildings and tool sheds, shall be constructed or installed on any portion of the Property without City's approval, which approval shall not be unreasonably withheld or delayed. The definition of structure shall be the definition contained within the City's Zoning Code.

**Section 4.7.** Developer shall spend, in readily verifiable manner, no less than eighty percent (80%) of that sum identified in Section 2.1. as the estimated cost for the Project prior to, or upon, substantial completion of the Project such that an occupancy permit has been issued for the addition, which shall not be unreasonably delayed by the City, and in full compliance with Section 3 and the records availability requirements thereunder.

**Section 4.8.** Developer agrees to make improvements to the Project as shown in the approved Plans and Specifications. Developer agrees to maintain the Project in code compliance for as long as it owns the Property. The Developer shall construct and install, at its own expense, those on-site and off-site subdivision improvements required under Chapter 545, Article III of the Watertown Municipal Code, or which are required specifically in this Agreement or which are set forth in approved construction plans accompanying the Final Plat. The Developer's obligation to complete these improvements shall arise upon final plat approval by the City, shall be independent of any obligations of the City contained herein, and shall not be conditioned on the commencement of construction in the Subdivision or sale of any lots or improvements within the Subdivision.

**Section 4.9. Curb Cuts.** Developer will remove curb cuts and aprons where existing driveways will not be utilized as part of the Project and replace the curb cut with a full curb section to match the existing curb detail. Developer will landscape the terraces upon apron removal.

**Section 4.10. Payment of Taxes.** Developer shall timely pay its real estate taxes and personal property taxes against the Property prior to delinquency.

**Section 4.11. Assignment of Obligations.** Developer's obligations hereunder shall be personal to Developer and shall not be assigned without the prior approval of the City per the provisions of Section 9.3., hereof.

**Section 4.12. No Reduction in Taxes.** Developer shall not cause a reduction in the real estate taxes or personal property taxes payable on any of the Property through willful destruction of any improvements it makes on the Property.

**Section 4.13. Developer to Provide Services.** The Developer agrees to provide maintenance and services to and within all rights-of ways affected by the Subdivision construction and development and required public places and improvements under this Agreement until substantial completion. The Developer agrees that such maintenance shall include, but not be limited to, snow plowing, street cleaning, repairs, mowing, and refuse and recycling collection services within the plat and along said right-of-ways, until substantial completion of the project except that the Developer shall be responsible for all snow and ice removal within the plat and along rights-of-way until dedication of all public improvements within the platted area. Failure of the Developer to provide said services shall result in the City causing the service to be performed and the costs for said service being invoiced to the Developer. The Developer shall pay said invoice immediately upon receipt. The City reserves its right to seek any other remedy available by law in lieu of or in addition to those provided in this paragraph for Developer's failure to provide the required maintenance and services governed by this section.

## ARTICLE 5 UNDERTAKINGS OF THE CITY

**Section 5.1.** The City shall reasonably cooperate with Developer throughout the implementation of the Development Project and shall promptly review and/or process all submissions and applications in accordance with applicable City ordinances.

**Section 5.2. City's Obligations Contingent.** All of the City's Obligations above shall be contingent upon full satisfaction of all of Developer's Obligations as provided in Article 4.

## ARTICLE 6 COVENANTS RUNNING WITH THE LAND

**Section 6.1. Covenants.** This Agreement constitutes the entire Agreement between the parties, and all provisions of this Agreement shall be deemed to be covenants running with the land described on Exhibit A and shall be binding upon successors and assigns for the Term of this Agreement. In addition, the Owner and its successors and assigns shall be bound by all terms and conditions set forth in the recorded Stormwater Long-Term Maintenance Agreement for the Best Management Practices (BMPs) located on Outlot 1 and Outlot 2 of the approved Edge Field Final Plat. The LTMA is hereby incorporated into this Agreement by reference. The maintenance, inspection, and reporting obligations associated with said BMPs shall be enforceable as covenants running with the land and shall remain in full force and effect for the life of the BMPs or until such time as replacement or modification is approved in writing by the City of Watertown. The Owner agrees that the City shall have the right to enforce the obligations set forth in the LTMA through any legal or equitable remedy available, including but not limited to access rights,

**Commented [AB8]:** Steven: should stormwater maintenance agreement be referenced in this section?

**Commented [MB9R8]:** Yes, it should. David takes no issue with it being referenced.



notices of noncompliance, and special charges for work performed by the City if the Owner fails to perform required maintenance.

## ARTICLE 7 REMEDIES

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

**Section 7.2. Event of Default.**

**7.2.1.** A default is defined herein as the Developer's breach of, or failure to comply with the terms of this Agreement.

**7.2.2.** The City reserves to itself all remedies available at law or equity as necessary to cure any default. The City also reserves to itself the right to draw on the bond or other surety provided hereunder in addition to pursuing any other available remedies.

**7.2.3.** Remedies shall include, but are not limited to, stopping all construction in the approved final plat and prohibiting the transfer or sale of lots. The City agrees to provide a written notice and a thirty (30) day opportunity to cure the default prior to drawing on the bond, provided the default does not constitute an imminent threat to the public health, safety or general welfare.

**7.2.4.** In the event of any default by any party in making a payment required to another party, the cure period for such monetary default shall be ten (10) days after delivery of notice thereof. In addition, and without limitation, any of the parties shall have the following specific rights and remedies following such notice and failure to cure:

- i. Injunctive relief; and
- ii. Action for specific performance; and
- iii. Action for money damages.

**Section 7.3. Reimbursement.** If Developer breaches this Agreement, or any part thereof, the Developer agrees to pay all reasonable engineering, inspection, consulting and legal fees or expenses incurred by the City as a direct or consequential result of such default.

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

**Section 7.5. Remedies are Cumulative.** No remedy or right conferred upon or reserved to either party in this Agreement is intended to be exclusive of any other remedy or remedies, but each and every such right and remedy shall be cumulative and shall be in addition to every other right and remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a

waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

**Section 7.6. Failure to Enforce Not Waiver.** No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both City and the Developer; not shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The City's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the Developer or the acceptance of any improvement.

**ARTICLE 8  
INSURANCE**

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

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

**ARTICLE 9  
SUPPLEMENTAL GENERAL CONDITIONS**

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

**FOR THE CITY:**

City of Watertown  
Office of the Finance Director/Treasurer  
106 Jones Street  
Watertown, WI 53094  
Attention: Mark Stevens  
[mstevens@watertownwi.gov](mailto:mstevens@watertownwi.gov)

**With a copy to:**

City of Watertown  
Office of the City Attorney  
106 Jones Street  
Watertown, WI 53094

**TO THE DEVELOPER:**

Gremar, LLC  
435 Village Walk Lane, Suite 2A  
Johnson Creek, WI 53038-9313  
Attention: David Werning, General Manager  
[David@looshomes.com](mailto:David@looshomes.com)

**With a copy to:**

**Section 9.2.** Notice shall be deemed delivered on the date when personally delivered; or in the case of certified or registered mail, on the third business day after the date when deposited in the United States mail with sufficient postage to effect such delivery.

**Section 9.3. Warranty of Developer; Non-Transferability.** The Developer shall not assign this Agreement or its obligations hereunder without the express prior written consent of the City which consent shall not be unreasonably withheld or delayed. The benefits of this Agreement to the Developer are personal and shall not be assigned without the express written approval of the City. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also shall be binding on the heirs, successors, and assignees of the Developer. There is no prohibition on the right of the City to assign its rights under this Agreement. The City shall release the original Developer's financial guaranty if it accepts new security from any subdivider, developer or lender who obtains the property. However, no act of the City shall constitute a release of the original Developer from its liability under this Agreement.

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

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

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

**Section 9.7. Law Governing.** The laws of the State of Wisconsin shall govern this Agreement. Personal jurisdiction and venue for any civil action commenced by either party to this Agreement whether arising out of or relating to the Agreement or the surety shall be deemed to be proper only if such action is commenced in Circuit Court for Jefferson County. The Developer expressly waives their right to bring such action in or to remove such action to any other court, whether state or federal.

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

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

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

**Section 9.11. Recording and Survival.** The Developer shall record this Agreement with the Register of Deeds, Jefferson County, and a copy of this recorded Agreement shall be filed with the City Clerk prior to beginning construction. All recording fees are the responsibility of the Developer. Developer expressly agrees that the Final Plat approval may be withdrawn and considered null and void if this Agreement and any other required documents are not recorded in the Jefferson County Office of the Register of Deeds within sixty (60) days of the execution of this Agreement.

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

**Section 9.13. Vested Rights.** Except as provided by law, or as expressly provided in this Agreement, no vested right in connection with this project or development shall inure to the Developer. The Developer expressly agrees that this Agreement shall not entitle the Developer to any other required approvals from the City. Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of the Property Owner or Developer to obtain all necessary approvals, licenses and permit from the City in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the City to approve or disapprove any and all plans and specifications, or any part thereof, or to impose any limitations, restrictions and requirements on the development, construction and/or use of the project as a condition of any such approval, license or permit; including, without limitation, requiring any and all other development and similar agreements.

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

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

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

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

**Section 9.18. Conflicts of Interest.** No member of any governing body or other official of the City ("City Official") shall have any financial interest, direct or indirect, in this Agreement, the Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, unless such interest is disclosed to the City and the City Official fully complies with any such conflict of interest requirement of the City. No City Official shall participate in any decision relating to this Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

**Section 9.19. Headings.** Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

**Section 9.20. Entire Agreement.** This Agreement and written amendments and any referenced attachments thereto, shall constitute the entire agreement between the Developer and the City.

**Section 9.21. Binding.** This Agreement shall be binding upon the parties hereto and their respective representatives, successors, and assigns.

This Agreement shall be effective as of the date and year first written above.

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

**CITY OF WATERTOWN:**

**DEVELOPER:**

BY: \_\_\_\_\_  
Robert Stocks, Mayor

BY: \_\_\_\_\_  
Gremar, LLC  
\_\_\_\_\_, Member

ATTEST:

BY: \_\_\_\_\_  
Megan Dunneisen, City Clerk

## AUTHENTICATION

## ACKNOWLEDGMENT

Signature(s) of Robert Stocks, Mayor and Megan Dunneisen, City Clerk, authenticated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

State of Wisconsin )  
County of \_\_\_\_\_ ) ss.

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025 the above-named \_\_\_\_\_, \_\_\_\_\_ who acknowledged that he as a member, being authorized to do so, executed the foregoing instrument on behalf of Greymar, LLC.

, SBN:  
Title: Member State Bar of Wisconsin

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

Notary Public, \_\_\_\_\_ County, Wisconsin  
My Commission expires: \_\_\_\_\_

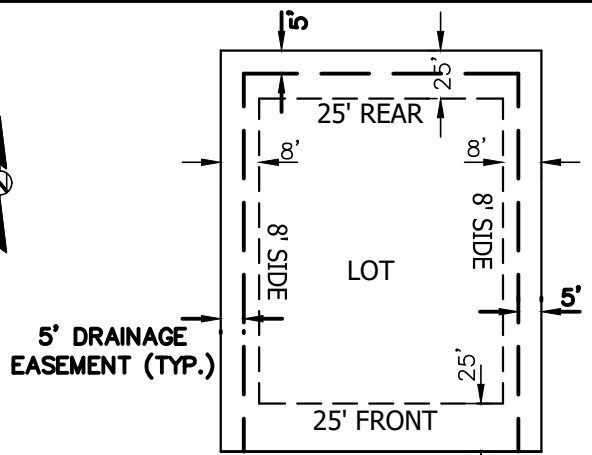
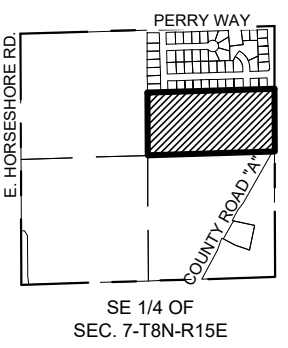
Mark Stevens, Finance Director/Treasurer

APPROVED AS TO FORM:

City Attorney

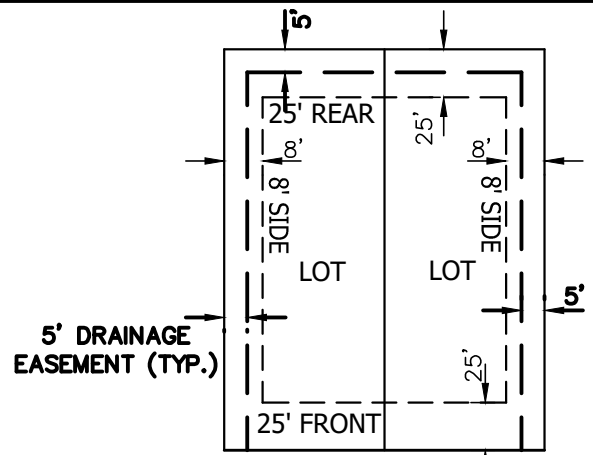


LOCATION MAP



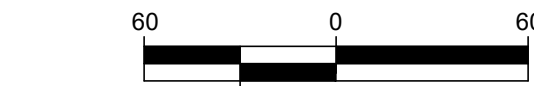
LOT SETBACK DETAIL FOR SR-4 ZONING (N.T.S.)

LOTS 1-10, 13-16, 19-30, 39, 40, & 43-55



LOT SETBACK DETAIL FOR TR-6 ZONING (N.T.S.)

LOTS 11, 12, 17, 18, 31-38, 41, & 42



BEARINGS ARE REFERENCED TO THE JEFFERSON COUNTY COORDINATE SYSTEM OF WHICH THE EAST LINE OF THE SE 1/4 OF SECTION 7-8-15 IS ASSUMED TO BEAR S00°07'35"E. VERTICAL DATUM BASED ON NGVD 88.

DISTANCES ARE COMPUTED TO THE NEAREST 0.01' AND MEASURED TO THE NEAREST 0.01'

ANGLES ARE COMPUTED TO THE NEAREST 00°00'00.5" AND MEASURED TO THE NEAREST 00°00'00.5"

# EDGE FIELD

PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, T.8N., R.15E., CITY OF WATERTOWN, JEFFERSON COUNTY, WISCONSIN.

**SURVEYOR:**  
KEITH A. KINDRED, PLS S-2082  
SEH, INC.  
501 MAPLE AVE.  
DELAFIELD, WI 53018  
(414) 949-8919  
KKINDRED@SEHINC.COM

**SURVEY FOR:**  
GREMAR LLC  
LAND OWNER AND DEVELOPER  
435 VILLAGE WALK LANE 2A  
JOHNSON CREEK, WI 53038  
920-543-5403

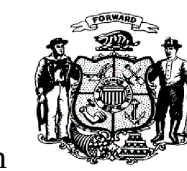
## LEGEND

- 1 1/4" REBAR SET, 18" LONG, WT. = 4.3 LBS./LIN. FT.
- 11/16" REBAR, 18" LONG, WT. = 1.13 LBS./LIN. FT. SET AT ALL OTHER LOT & OUTLOT CORNERS
- CONCRETE MONUMENT W/ ALUMINUM CAP FOUND
- 2" IRON PIPE FOUND (UNLESS OTHERWISE STATED)

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

Certified **July 15, 2025**

*Don Jime*  
Department of Administration



**SEH**  
PHONE: 414.949.8962  
501 MAPLE AVENUE  
DELAFIELD, WI 53018-9351  
www.sehinc.com

PROJECT GREMR #178692

THIS INSTRUMENT DRAFTED BY KENNETH BRAUNLING

*teale*

DATED THIS 28TH DAY OF FEBRUARY, 2025  
REVISED THIS 10TH DAY OF MARCH, 2025  
REVISED THIS 18TH DAY OF JUNE, 2025  
REVISED THIS 8TH DAY OF JULY, 2025

FND ALUM MON  
SOUTHEAST CORNER  
SEC 7-8-15  
ELEV 813.36

SHEET 1 OF 2



SURVEYOR'S CERTIFICATE:

I, Keith A. Kindred, Professional Land Surveyor hereby certify;

That I have surveyed, divided and mapped a part of the Northeast 1/4 of the Southeast 1/4 of Section 7, Township 8 north, Range 15 East, in the City of Watertown, Jefferson County, Wisconsin, more particularly described as follows:

Commencing at the East 1/4 corner of said section 7, thence South 00°07'35" East along the East line of the Southeast 1/4 of said Section 7 a distance of 653.78 feet to a point on the South line of Outlot 3 in Hepp Heights Phase 3, also the point of beginning; thence continuing along the East line of said Section 7, South 00°07'35" East, 653.78 feet to the South line of the Northeast 1/4 of the Southeast 1/4 of said Section 7; thence South 88°15'14" West along said South line, 154.12 feet to the Southeast corner of Certified Survey Map No. 6564; thence North 29°46'46" East along the East line of Said Certified Survey Map, 123.05 feet; thence continuing along the Noth line of said Certified Survey Map, 72.47 feet along the arc of a curve to the left, with a radius of 767.00 feet, whose chord bears North 68°01'23" West, 72.44 feet; thence continuing along said North line of said Certified Survey Map North 70°43'47" West, 101.58 feet; thence continuing along said Certified Survey Map, 18.61 feet along the arc of a curve to the left, with a radius of 15.00 feet, whose chord bears South 73°43'57" West, 17.44 feet; continuing along the Northwesterly line of said Certified Survey Map, 74.75 feet along the arc of a curve to the right, with a radius of 133.00 feet, whose chord bears South 54°17'44" West, 73.77 feet; thence South 19°36'13" East along the West line of said Certified Survey Map, 63.70 feet; thence South 01°44'23" East along the West line of said Certified Survey Map, 64.26 feet to the Southwest corner of said Certified Survey Map also a point on the South line of the Northeast 1/4 of the Southeast 1/4 of Said Section 7; thence South 88°15'14" West along said South line, 1,013.02 feet; thence North 00°12'00" West along the West line of the Northeast 1/4 of the Southeast 1/4 of said Section 7, a distance of 653.91 feet to the Southwest corner of Lot 27 of Hepp Heights Phase 2; thence North 88°15'37" East along the South line of Hepp Heights Phase 2 and 3, a distance of 1,323.31 feet to the point of beginning;

Said lands contain 835,939 square feet, 19.19 acres;

That I have made such survey, land division and plat by the direction of the owner (s) of said lands. That such survey is a correct representation of all exterior boundaries of the lands surveyed and the division thereof made. That I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and the subdivision regulations of the City of Watertown in surveying, dividing and mapping the same.

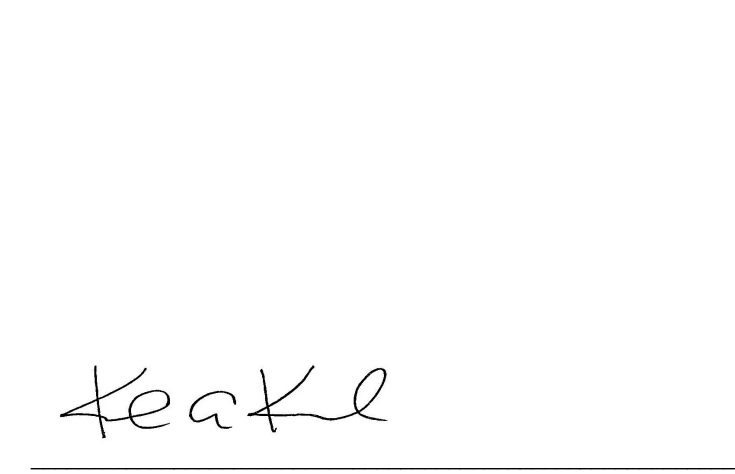
Dated this 28th day of February, 2025

Revised this 10th day of March, 2025

Revised this 18th day of March, 2025

Revised this 18th day of June, 2025

Revised this 8th day of July, 2025



Keith A. Kindred, PL S

CERTIFICATE OF COUNTY TREASURER:

STATE OF WISCONSIN)

\_\_\_\_\_ COUNTY) SS

I, Kelly Stade, being duly elected, qualified and acting Treasurer of Jefferson County, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of \_\_\_\_\_ affecting the lands included in the plat of EDGE FIELD.

Kelly Stade, County Treasurer Date

UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by

**GREMAR LLC**, Grantor, to

**WISCONSIN ELECTRIC POWER COMPANY and WISCONSIN GAS, LLC**, Wisconsin corporations doing business as WE Energies, Grantee,

\_\_\_\_\_, Grantee, and

\_\_\_\_\_, Grantee

\_\_\_\_\_, Grantee

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

PLAN COMMISSION APPROVAL CERTIFICATE:

Resolved that the plat of EDGE FIELD, in the City of Watertown, Gremar LLC, Land owner and Developer, is hereby approved by the Plan Commission.

Approved as of the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Date: \_\_\_\_\_ Signed \_\_\_\_\_

Robert Stocks, Chairperson

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Plan Commission of the City of Watertown.

Date: \_\_\_\_\_ Signed \_\_\_\_\_

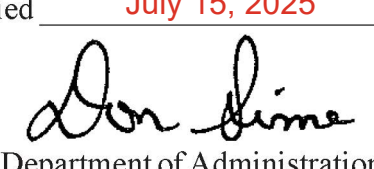
Megan Dunneisen, City Clerk


 PHONE: 414.949.8962  
501 MAPLE AVENUE  
DELAFIELD, WI 53018-9351  
www.sehinc.com

PROJECT GREMR #178692

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

Certified July 15, 2025

  
Department of Administration



EDGE FIELD

PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, T.8N., R.15E., CITY OF WATERTOWN, JEFFERSON COUNTY, WISCONSIN.

GENERAL NOTES:

- 1) ALL EASEMENTS ARE GRANTED TO THE CITY OF WATERTOWN UNLESS OTHERWISE STATED.
- 2) OUTLOT 1 AND OUTLOT 2 ARE COMPLETELY ENCOMPASSED BY A STORM WATER AND DRAINAGE EASEMENT
- 3) NO POLES, PADS BOXES OR BURIED CABLES ARE TO BE PLACED SUCH THAT THE INSTALLATION WOULD DISTURB ANY SURVEY STAKE. THE DISTURBANCE OF A SURVEY STAKE BY ANYONE IS A VIOLATION OF SECTION 236.32 OF WISCONSIN STATUTES.
- 4) AREA SHOWN IS ZONE X, AREA OF MINIMAL FLOODING, PER FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 55055C0067F, EFFECTIVE DATE FEBRUARY 4, 2015.
- 5) THE OVERALL AREA OF THIS PLAT IS 836.517 SQ. FT., 19.20 ACRES
- 6) ALL ROADS WITHIN THE SUBDIVISION ARE DEDICATED TO THE PUBLIC.
- 7) ALL LOTS TO BE SERVED BY PUBLIC SEWER AND WATER.
- 8) EACH INDIVIDUAL LOT OWNER SHALL HAVE UNDIVIDABLE FRACTIONAL OWNERSHIP OF OUTLOTS 1 AND 2 AND SHALL EACH BE LIABLE FOR AN EQUAL AND UNDIVIDABLE FRACTIONAL SHARE OF THE COST TO MAINTAIN SAID OUTLOTS. CITY OF WATERTOWN AND JEFFERSON COUNTY SHALL NOT BE LIABLE FOR ANY FEES OR SPECIAL ASSESSMENTS IN THE EVENT THEY BECOME OWNER OF ANY LOT OR OUTLOT IN THE SUBDIVISION BY REASON OF TAX DELINQUENCY.
- 9) THE PLAT IS LOCATED WITHIN THE AIRPORT APPROACH PROTECTION ZONE WITH MINIMUM ELEVATIONS OF 968 FEET ABOVE MEAN SEA LEVEL FOR ALL BUILDINGS AND VEGETATION.
- 10) GROUNDWATER NOTE:  
SECTION 286-18(6)(E)1) BASEMENT FLOOR SURFACES SHALL BE BUILT A MINIMUM OF ONE FOOT ABOVE THE HIGHEST GROUNDWATER TABLE ELEVATION, AS DOCUMENTED IN THE SUBMITTED SOIL EVALUATIONS IN ACCORDANCE WITH 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 FURTHEST DOWNSLOPE POINT OF THE BASEMENT.
- 11) TWIN HOME PAIRING: LOTS 11 & 12, 17 & 18, 31 & 32, 33 & 34, 35 & 36, 37 & 38, 41 & 42.

CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

Gremar LLC, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

Gremar LLC, does further certify that this plat is required by S236.10 or S236.12 to be submitted to the following for approval or objection:

- 1) Department of Administration
- 2) City of Watertown
- 3) Jefferson County Planning and Zoning Commission

IN WITNESS WHEREOF, said Greomar LLC, has caused these presents to be signed by Greg Loos, member, at \_\_\_\_\_, Wisconsin, and its corporate seal to be hereunto affixed on this \_\_\_\_\_ day of \_\_\_\_\_.

In Presence of:

\_\_\_\_\_  
Greg Loos, member

STATE OF WISCONSIN)

\_\_\_\_\_ COUNTY) SS

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, the above named \_\_\_\_\_, member of the above named corporation, to me known to be such member of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
County, Wisconsin

My Commission Expires \_\_\_\_\_

CITY BOARD APPROVAL CERTIFICATE:

Resolved that the plat of EDGE FIELD in the City of Watertown, Gremar LLC, land owner and developer, is hereby approved by the City Board.

All conditions have been met as of the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Date: \_\_\_\_\_ Signed \_\_\_\_\_

Robert Stocks, Mayor

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the City Board of the City of Watertown.

Date: \_\_\_\_\_ Signed \_\_\_\_\_

Megan Dunneisen, City Clerk

CERTIFICATE OF CITY TREASURER:

STATE OF WISCONSIN)

\_\_\_\_\_ COUNTY) SS

I, Mark Stevens, being the duly appointed, qualified and acting Treasurer of the City of Watertown, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of \_\_\_\_\_ on any of the land in the plat of EDGE FIELD

Dated \_\_\_\_\_

Mark Stevens, Finance Director / Treasurer

THIS INSTRUMENT DRAFTED BY KENNETH BRAUNLING

CURVE TABLE								
CURVE		RADIUS	DELTA	ARC DIST	CHORD DIST	CHORD BEARING	TAN BEARING 1	TAN BEARING 2
C1	EXTERIOR	767.00'	5°24'48"	72.47'	72.44'	N68°01'23"W	N65°18'59"W	N70°43'47"W
C2	EXTERIOR	15.00'	71°04'31"	18.61'	17.44'	S73°43'57"W	N70°43'47"W	S38°11'41"W
C3	EXTERIOR	133.00'	32°12'06"	74.75'	73.77'	S54°17'44"W	S70°23'47"W	S38°11'41"W
A	C/L	100.00'	25°19'10"	44.19'	43.83'	S14°23'58"E	S01°44'23"E	S27°03'33"E
	R/W WEST	133.00'	25°19'10"	58.77'	58.30'	S14°23'58"E	S01°44'23"E	S27°03'33"E
	LOT 3	133.00'	10°45'55"	24.99'	24.95'	S07°07'20"E	S01°44'23"E	S12°30'18"E
	LOT 4	133.00'	14°33'14"	33.78'	33.69'	S19°46'55"E	S12°30'18"E	S27°03'33"E
	R/W EAST	67.00'	25°19'10"	29.61'	29.37'	S14°23'58"E	S01°44'23"E	S27°03'33"E
	LOT 39	67.00'	4°41'16"	5.48'	5.48'	S24°42'55"E	S22°22'17"E	S27°03'33"E
	LOT 40	67.00'	20°37'54"	24.13'	24.00'	S12°03'20"E	S01°44'23"E	S22°22'17"E
	C/L	100.00'	64°40'50"	112.89'	106.99'	S59°23'58"E	S27°03'33"E	N88°15'37"E
B	R/W SOUTHWEST	133.00'	64°40'50"	150.14'	142.30'	S59°23'58"E	S27°03'33"E	N88°15'37"E
	LOT 5	133.00'	8°01'28"	18.62'	18.61'	S31°04'16"E	S27°03'33"E	S35°05'00"E
	LOT 6	133.00'	21°59'57"	51.07'	50.75'	S46°04'59"E	S35°05'00"E	S57°04'57"E
	LOT 7	133.00'	26°12'03"	60.82'	60.29'	S70°10'58"E	S57°04'57"E	S83°17'00"E
	LOT 8	133.00'	8°27'24"	19.63'	19.61'	S87°30'41"E	N88°15'37"E	S83°16'59"E
	R/W NORTHEAST / LOT 39	67.00'	64°40'50"	75.64'	71.68'	S59°23'58"E	S27°03'33"E	N88°15'37"E
	C/L	100.00'	90°00'00"	157.08'	141.42'	N43°15'37"E	N88°15'37"E	N01°44'23"W
	C/L SOUTH	100.00'	68°59'25"	120.41'	113.27'	N53°45'55"E	N88°15'37"E	N19°16'13"E
C	C/L NORTH	100.00'	21°00'35"	36.67'	36.46'	N08°45'55"E	N19°16'13"E	N01°44'23"W
	R/W SOUTH	133.00'	50°03'56"	116.22'	112.55'	N63°13'39"E	N88°15'37"E	N38°11'41"E
	LOT 16	133.00'	17°51'50"	41.47'	41.30'	N79°19'42"E	N88°15'37"E	N70°23'47"E
	EXTERIOR	133.00'	32°12'06"	74.75'	73.77'	S54°17'44"W	S70°23'47"W	S38°11'41"W
	R/W NORTH / LOT 27	67.00'	90°00'00"	105.24'	94.75'	N43°15'37"E	N88°15'37"E	N01°44'23"W
	C/L	800.00'	5°37'27"	78.53'	78.50'	S67°55'04"E	S65°06'21"E	S70°43'47"E
	R/W SOUTH	767.00'	5°24'48"	72.47'	72.44'	N68°01'23"W	N65°18'59"W	N70°43'47"W
	R/W NORTH	833.00'	5°49'05"	84.59'	84.55'	S67°49'15"E	S64°54'42"E	S70°43'47"E
D	LOT 17	833.00'	1°09'27"	16.83'	16.83'	S70°09'04"E	S70°43'47"E	S69°34'20"E
	OUTLOT 2	833.00'	4°39'38"	67.76'	67.74'	S67°14'31"E	S69°34'20"E	S64°54'42"E
	R/W NORTH	20.00'	48°30'33"	16.93'	16.43'	N64°00'21"E	N88°15'37"E	N39°45'04"E
	R/W	60.00'	277°01'06"	290.09'	79.50'	S01°44'23"E	N43°13'50"W	N39°45'04"E
F	LOT 46	60.00'	69°56'03"	73.23'	68.77'	N78°11'51"W	S66°50'08"W	N43°13'50"W
	LOT 47	60.00'	53°20'40"	55.86'	53.87'	S40°09'47"W	S13°29'27"W	S66°50'08"W
	LOT 48	60.00'	52°35'30"	55.07'	53.16'	S12°48'18"E	S39°06'03"E	S13°29'27"W
	LOT 49	60.00'	52°03'30"	54.52'	52.66'	S65°07'48"E	N88°50'27"E	S39°06'03"E
	LOT 50	60.00'	49°05'23"	51.41'	49.85'	N64°17'45"E	N39°45'04"E	N88°50'27"E
	R/W SOUTH / LOT 46	20.00'	48°30'33"	16.93'	16.43'	N67°29'06"W	N43°13'50"W	S88°15'37"W
H	R/W / LOT 17	15.00'	68°59'25"	18.06'	16.99'	S36°14'05"E	S01°44'23"E	S70°43'47"E

STORM EASEMENT CURVE TABLE							
CURVE #	RADIUS	DELTA	ARC DIST	CHORD DIST	CHORD BEARING	TAN BEARING 1	TAN BEARING 2
C50	35.00'	90°00'04"	54.98'	49.50'	S46°44'25"E	S01°44'23"E	N88°15'33"E
C51	5.00'	90°00'00"	7.85'	7.07'	S46°44'23"E	S01°44'23"E	N88°15'37"E
C52	60.00'	9°35'39"	10.05'	10.04'	S18°17'17"W	S23°05'06"W	S13°29'27"W
C53	60.00'	9°35'39"	10.05'	10.04'	N08°41'38"E	N13°29'27"E	N03°53'49"E
C54	60.00'	4°46'49"	5.01'	5.00'	S64°26'43"W	S66°50'08"W	S62°03'19"W
C55	60.00'	4°46'49"	5.01'	5.00'	N36°42'39"W	N34°19'14"W	N39°06'03"W
C56	60.00'	4°46'49"	5.01'	5.00'	N41°29'27"W	N39°06'03"W	N43°52'52"W
C57	15.00'	52°43'29"	13.80'	13.32'	N28°06'07"W	N01°44'23"W	N54°27'52"W
C58	25.00'	90°00'04"	39.27'	35.36'	N46°44'25"W	N01°44'23"W	S88°15'33"W
C59	60.00'	4°46'49"	5.01'	5.00'	N88°46'09"W	N86°22'45"W	S88°50'27"W
C60	60.00'	4°46'49"	5.01'	5.00'	S86°27'02"W	S88°50'27"W	S84°03'38"W

STORM EASEMENT LINE TABLE			STORM EASEMENT LINE TABLE			STORM EASEMENT LINE TABLE			STORM EASEMENT LINE TABLE		
SEGMENT	DIRECTION	LENGTH	SEGMENT	DIRECTION	LENGTH	SEGMENT	DIRECTION	LENGTH	SEGMENT	DIRECTION	LENGTH
L1	S 88°15'37" W	5.00'	L24	S 01°44'17" E	79.08'	L47	S 01°44'17" E	76.82'	L70	S 01°44'23" E	137.40'
L2	N 01°44'23" W	148.08'	L25	N 88°15'37" E	75.00'	L48	S 88°15'37" W	116.56'	L71	S 88°15'37" W	5.00'
L3	N 88°15'37" E	174.99'	L26	S 01°44'23" E	10.00'	L49	N 23°09'52" W	95.79'	L72	S 88°15'37" W	5.00'
L4	S 84°00'23" E	85.78'	L27	S 88°15'37" W	75.00'	L50	S 73°43'36" E	124.52'	L73	N 01°44'23" W	138.08'
L5	S 85°42'38" E	85.47'	L28	S 01°44'17" E	5.00'	L51	N 01°44'26" W	151.23'	L74	S 88°15'37" W	75.00'
L6	N 87°28'57" E	84.92'	L29	S 88°15'37" W	12.06'	L52	S 88°15'37" W	30.86'	L75	S 01°44'23" E	138.08'
L7	N 88°15'37" E	102.17'	L30	S 01°44'23" E	110.00'	L53	S 50°53'57" W	121.57'	L76	S 88°15'37" W	5.00'
L8	S 01°44'23" E	5.63'	L31	S 88°15'37" W	5.00'	L54	N 50°53'57" E	113.52'	L77	S 88°15'37" W	5.00'
L9	N 88°15'37" E	34.24'	L32	S 88°15'37" W	5.00'	L55	N 01°44'23" W	5.63'	L78	N 01°44'23" W	138.08'
L10	N 01°44'34" W	5.00'	L33	S 01°44'23" E	110.00'	L56	S 88°15'33" W	97.27'	L79	S 88°15'37" W	74.99'
L11	N 88°15'26" E	20.00'	L34	S 88°15'37" W	5.00'	L57	S 01°09'33" E	91.98'	L80	S 01°44'23" E	138.08'
L12	S 01°44'34" E	5.00'	L35	S 01°44'23" E	5.00'	L58	N 01°09'33" W	91.81'	L81	S 88°15'37" W	5.00'
L13	N 88°15'37" E	75.00'	L36	S 88°15'37" W	70.09'	L59	S 87°28'56" W	74.82'	L82	N 88°15'37" E	5.00'
L14	S 01°44'23" E	10.00'	L37	N 01°44'23" W	115.00'	L60	S 01°44'23" E	117.63'	L83	S 01°44'23" E	110.00'
L15	S 88°15'37" W	75.00'	L38	S 88°15'37" W	5.00'	L61	S 88°15'37" W	5.00'	L84	N 88°15'37" E	5.00'
L16	S 01°44'34" E	75.00'	L39	N 88°15'37" E	5.00'	L62	S 88°15'37" W	5.00'	L85	S 01°44'23" E	5.00'
L17	N 88°15'37" E	75.00'	L40	N 01°44'23" W	115.00'	L63	N 01°44'23" W	118.09'	L86	N 88°15'37" E	75.00'
L18	S 01°44'23" E	10.00'	L41	N 88°15'37" E	44.09'	L64	N 85°46'30" W	75.41'	L87	N 01°44'23" W	115.00'
L19	S 88°15'37" W	75.00'	L42	S 01°44'23" E	5.00'	L65	S 01°44'23" E	125.92'	L88	N 88°15'37" E	5.00'
L20	S 01°44'17" E	70.00'	L43	N 88°15'37" E	35.91'	L66	S 88°15'37" W	5.00'			
L21	N 88°15'37" E	75.00'	L44	S 01°44'23" E	110.00'	L67	S 88°15'37" W	5.00'			
L22	S 01°44'23" E	20.00'	L45	N 88°15'37" E	5.00'	L68	N 01°44'23" W	127.13'			
L23	S 88°15'37" W	75.00'	L46	S 73°43'36" E	130.31'	L69	N 83°56'30" W	75.70'			

**ESCROW AGREEMENT**  
 Edge Field Subdivision  
 Gremar. LLC

This Escrow Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, between Gremar, LLC, a Wisconsin domestic limited liability company, (the "Developer"), the City of Watertown, a Wisconsin municipal corporation, (the "City"), and First Citizen State Bank (the "Escrow Agent"). Developer, City and Escrow Agent may collectively be referred to as the "Parties".

**RECITALS:**

- A. Gremar LLC, as the owner/developer and the City entered into a Development Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 2025, (the "Development Agreement") with regard to development of the subdivision known as "Edge Field" Subdivision (the "Subdivision"), on land described on Exhibit A.
- B. Gremar LLC, as Developer, is now ready to proceed with development of Phase HI of the development of the Subdivision to consist of the below stated lots inclusive of the Subdivision, and the City is requiring Developer to provide the City with financial security in the amount of \$3,071,395.09 (the "Required Amount") to ensure that Developer makes and installs certain public improvements as required by the Development Agreement with regard to "Edge Field" Subdivision.

Lots 1-55 consisting of 41 single family and 14 zero lot line twin home units
- C. In compliance with the terms of the Development Agreement, Developer and the City direct Escrow Agent to open a bank escrow account to deposit and hold the Escrowed Funds and apply them in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, all of the Parties agree as follows:

**1. DEPOSIT OF ESCROW FUNDS**

Developer agrees to deposit the Escrow Funds with the Escrow Agent as soon as possible after the execution of this Agreement.

Escrow Agent hereby accepts the Escrow Funds and agrees to hold and disburse the same in accordance with the terms and conditions of the Agreement. Escrow Agent shall hold and disburse the Escrow Funds in a transactional account with First Citizens State Bank for the benefit of the Developer. Escrow Agent shall act as the disbursing agent pursuant to the terms hereof.

2. REQUIRED IMPROVEMENTS

In addition to the Defect Guaranty Amount in the sum of \$279,217.74 referred to in paragraph 4 below, Developer is depositing the following estimated costs of installing the improvements being installed incident to the Development of the Subdivision, to-wit: see attached Exhibit B.

Improvements to be made under general contract:

Roadway/Pavement/Grading/Erosion Control	\$1,078,610.35
Sanitary Sewer	\$454,510.00
Water Main	\$413,865.00
Storm Sewer	\$287,934.00
Granular Backfill/Alterna	\$557,258.00
Contingency Default Escrow	\$279,217.74
<hr/>	
ESTIMATED TOTAL COSTS SUBDIVISION	\$ 3,071,395.09
IMPROVEMENTS, DRAWS BY CITY	

In the event the public improvements pursuant to the Development Agreement between the City and Developer have not been reasonably satisfactorily completed in accordance with, and within the time periods provided for, in the Development Agreement, or such other date or dates as Developer and the City Engineer for the City of Watertown may determine in writing, the City Engineer for the City of Watertown shall give written notice to Developer specifically identifying each Item which has not been satisfactorily completed, which notice shall specifically state the actions Developer must take to correct each item. Developer shall have sixty (60) days in which to correct each item stated in the notice. If Developer falls to correct each item within said sixty (60) day period following receipt of the notice, Escrow Agent shall disburse amounts from the Escrow Funds to the City upon receipt by Escrow Agent of a demand for payment executed by the City Clerk of the City of Watertown stating that the City is entitled to withdraw funds pursuant to the Development Agreement and specifying the amount which the City is then entitled to withdraw, accompanied by an affidavit by the City Engineer for the City of Watertown stating that Developer is in default under the Development Agreement, identifying each such default and the estimated cost to remedy such default, and stating that the City Engineer for the City of Watertown has compiled with all provisions of this paragraph by specifying the date upon which the required notices were given to Developer, and further stating that the Developer has failed to cure its default within the time provided in the notice.

3. DISBURSEMENTS TO DEVELOPER

The City agrees to, from time to time, authorize the reduction in the required amount of Escrow Funds under this Agreement to an amount which does not exceeds the Defect guaranty Amount (as defined in paragraph 4 below) plus the amounts which the City



Engineer for the City of Watertown reasonably determines are necessary to pay for completion of the then-remaining uncompleted improvements plus any amounts not currently disbursable to Developer's contractors or suppliers pursuant to any retainage provisions of Developer's contracts with such contractors and/or suppliers. It is anticipated that reduction in the required Escrow Funds amount will be implemented through the processing of Developer's contractor's draw requests, and accordingly, Escrow Agent shall disburse the Escrow funds reduction amounts from time to time to Developer or Developer's contractors or suppliers upon receipt of a signed statement by the City Engineer for the City of Watertown or City Clerk that reduction of the Escrow Funds by that amount is authorized (or by either of them signing a disbursement check from the Escrow Funds account approving the disbursement), together with a signed statement by Developer approving such disbursement (or joined in by Developer in the execution of a disbursement check from the Escrow Funds account for such disbursement).

4. DEFECT GUARANTY AMOUNT

The Development Agreement between Developer and City requires that the required improvements be free from imperfect workmanship or materials for a period of twelve (12) months from the acceptance of the same by the City. As financial assurance to the City that any such defects will be timely connected, a Defect Guaranty Amount in the sum of \$279,217.74 (said amount being approximately ten percent (10%) of the estimated cost of the Edge Field Subdivision improvements) is included in the initially-established Escrow Funds amount. Upon completion of the required improvements in accordance with the engineering plans and specifications approved by the City as required pursuant to the Development Agreement, the City Engineer for the City of Watertown shall approve and accept the improvement in writing ("City Certification"). The Defect Guaranty Amount shall remain held in escrow under this Agreement for the twelve (12) month period following the date of the City Certification. Upon the expiration of the twelve (12) month period following the date of the City Certification, any portion of the Defect Guaranty Amount remaining held in escrow and not drawn by the City pursuant to the provisions of this Agreement and the Development Agreement between the City and the Developer shall be released and disbursed to Developer without further authorization from, or action or approval by, the City, unless the City, prior to the expiration of said twelve (12) month period delivers to Developer and Escrow Agent written notification of the City's assertion that any defects claimed by the City to exist either remain uncured or have been cured but have not yet been paid for, and in the event such notice is so given in writing to Escrow Agent and Developer within said twelve (12) month period, and has not been subsequently certified to by the City as resolved, any portion of the defect Guaranty Amount remaining held in escrow shall be released and disbursed to Developer only upon the approval in writing for such disbursement by the City Engineer for the City of Watertown. The Developer shall have the right to request an earlier reduction in the amount of the required Defect Guaranty Amount and/or an earlier release of all or such portion of such Defect Guaranty Amount; and if such request or requests are approved in writing by the City Engineer for the City of Watertown prior to the expiration of said twelve (12) month period, such approved reduction shall be disbursed to Developer.

## 5. NOTICES

Whenever in this Agreement it shall be required or permitted that notice be given by any party hereto to any other party, such notice shall be forwarded by: (1) Certified Mail, return receipt required; or (2) a nationally recognized commercial delivery service, such as Federal Express; or (3) via facsimile transmission to the Parties as follows:

To Developer:

Gremar LLC  
ATTN: Gary Loos  
435 Village Walk Lane  
Suite 2A  
Johnson Creek, WI 530S8

To Escrow Agent:

First Citizens State Bank  
207 W, Main Street PO Box 177  
Whitewater, WI 53190

To City:

City of Watertown  
ATTN: City Engineer  
106 Jones Street  
PO Box 477  
Watertown, WI 53094-0477

With a copy to:

City of Watertown  
ATTN: City Attorney  
106 Jones Street  
PO Box 477  
Watertown, WI 53094-0477

Or such other address or facsimile number specified in writing by any party hereto to all other parties hereto.

## 6. AMENDMENTS

This Agreement shall not be amended or canceled without the prior written consent of all of the parties hereto.

## 7. COUNTERPARTS

This Agreement may be executed in a number of counterparts, each executed counterpart constituting an original, but all together only one Agreement.

IT IS EXPRESSLY UNDERSTOOD that the Escrow Agent assumes no liability or responsibility for the satisfactory installation of the public improvements as required by the Development Agreement, nor for the adequacy of the funds hereby deposited to complete said work nor for any other acts to be performed, and furthermore, the City and Developer agree to hold the Escrow Agent harmless for its actions in carrying out this Agreement except for the willful misconduct or intentional acts of the Escrow Agent.

IN WITNESS WHEREOF, the Parties have executed or caused this Agreement to be executed on their behalf as of the date first above written.

DEVELOPER:  
GREMAR LLC

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

ESCROW AGENT:  
First Citizens State Bank

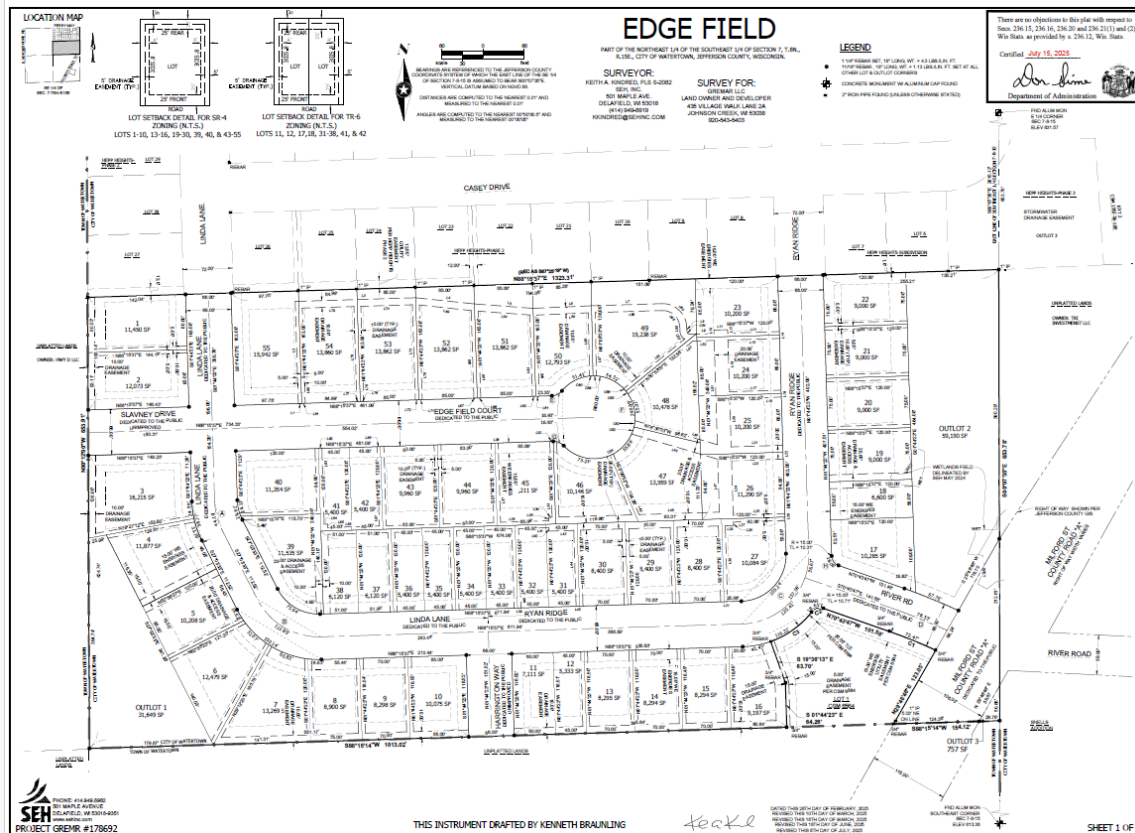
BY: \_\_\_\_\_  
Jim Caldwell CEO

CITY OF WATERTOWN:

BY: \_\_\_\_\_  
Robert Stocks, Mayor

ATTEST: \_\_\_\_\_  
Megan Dunneisen, City Clerk

EXHIBIT A  
Legal Description



## EXHIBIT B

Edge Field Construction Quantities  
City of Watertown - Project No. 178692  
8/5/2025

ITEM	DESCRIPTION	UNIT	QTY	UNIT AMT.	TOTAL AMT.
<b>SANITARY SEWER:</b>					
1	Connect to Existing Sanitary Manhole	1	EA	\$ 8,000.00	\$ 8,000.00
2	8" PVC SDR35 Sanitary Sewer	2,639	LF	\$ 90.00	\$ 237,510.00
3	48" Diam. Sanitary Manhole	16	EA	\$ 6,500.00	\$ 104,000.00
4	Sewer Service Lateral	56	EA	\$ 1,875.00	\$ 105,000.00
<b>SUBTOTAL SANITARY SEWER:</b>					<b>\$ 454,510.00</b>
<b>WATER MAIN:</b>					
1	Connect to Existing 8" Water Main	2	EA	\$ 4,500.00	\$ 9,000.00
2	8" C-900 PVC Water Main	2,944	LF	\$ 70.00	\$ 206,080.00
3	Hydrant Assembly with 6" Gate Valve and Valve Box	6	EA	\$ 9,500.00	\$ 57,000.00
4	8" Gate Valve	11	EA	\$ 3,200.00	\$ 35,200.00
5	6" C-900 PVC Water Main	89	LF	\$ 65.00	\$ 5,785.00
6	Water Service Lateral	56	EA	\$ 1,800.00	\$ 100,800.00
<b>SUBTOTAL WATER MAIN:</b>					<b>\$ 413,865.00</b>
<b>STORM SEWER</b>					
1	12" RCP CL V Storm Sewer	1,006	LF	\$50.00	\$ 50,300.00
2	15" RCP Storm Sewer	659	LF	\$55.00	\$ 36,245.00
3	18" RCP Storm Sewer	662	LF	\$58.00	\$ 38,396.00
4	24" RCP Storm Sewer	329	LF	\$61.00	\$ 20,069.00
5	30" RCP Storm Sewer	166	LF	\$64.00	\$ 10,624.00
6	48" Diam. Precast Concrete Storm Manhole	9	EA	\$3,500.00	\$ 31,500.00
7	24" x 36" Precast Concrete Storm Inlet	22	EA	\$2,600.00	\$ 57,200.00
8	Field Inlet	8	EA	\$1,500.00	\$ 12,000.00
9	Outlet Structures	2	EA	\$14,000.00	\$ 28,000.00
10	Rip-Rap	60	CY	\$60.00	\$ 3,600.00
<b>SUBTOTAL STORM SEWER:</b>					<b>\$ 287,934.00</b>
<b>ROADWAY/GRADING/CONCRETE/EROSION CONTROL</b>					
1	Inlet Protection	24	EA	\$ 250.00	\$ 6,000.00
2	Tracking Pad (Install and Maintenance)	2	EA	\$ 3,000.00	\$ 6,000.00
3	Silt Fence/EC (Install and Maintenance)	4,000	LF	\$ 2.00	\$ 8,000.00
4	Earthwork/Finish Grade (Includes Topsoil and Site Restoration)	1	LS	\$ 517,149.60	\$ 517,149.60
5	Aggregate Base & First Lift of Asphalt - 2.25"	9,400	SY	\$ 14.09	\$ 132,445.00
6	Second Lift of Asphalt - 1.75"	9,400	SY	\$ 10.58	\$ 99,420.00
7	30" Curb & Gutter	5,180	LF	\$ 20.24	\$ 104,840.00
8	5' Concrete Sidewalk w/ Base - 4"	22,700	LF	\$ 4.75	\$ 107,825.00
9	5' Concrete Sidewalk w/ Base - 6"	825	LF	\$ 5.23	\$ 4,314.75
10	5' Concrete Sidewalk w/ Base - 5" (ADA RAMPS)	300	LF	\$ 5.70	\$ 1,710.00
11	Detectable Warning Field Plate (2' x 5')	17	EA	\$ 350.00	\$ 5,950.00
12	Epoxy Crosswalk Markings	1	LS	\$ 12,500.00	\$ 12,500.00
13	Pond Liners (Clay or Equivalent)	1	LS	\$ 11,000.00	\$ 11,000.00
14	Retaining Wall	1	LS	\$ 6,500.00	\$ 6,500.00
15	Seeding/Erosion Mat	1	LS	\$ 54,956.00	\$ 54,956.00
<b>SUBTOTAL ROADWAY/GRADING/CONCRETE/EROSION CONTROL:</b>					<b>\$ 1,078,610.35</b>
<b>ALTERNATIVE</b>					
1	1 1/4" TB Granular Backfill for Utility Trenches (Placed Material)	36,447	TN	\$ 14.00	\$ 510,258.00
2	Street Signage	1	LS	\$ 15,000.00	\$ 15,000.00
3	Street Lighting	1	LS	\$ 25,000.00	\$ 25,000.00
4	Traffic Control (Type III Barricades)	1	LS	\$ 7,000.00	\$ 7,000.00
<b>SUBTOTAL ALTERNATIVE:</b>					<b>\$ 557,258.00</b>
<b>TOTAL</b>					<b>\$ 2,792,177.35</b>



# MEMO

## Administration

To: Finance Committee, CC: Mayor Stocks

From: Mason Becker, Manager of Economic Development and Strategic Initiatives

Date: August 11, 2025

Subject: RDA Citywide Sign Grant Program

## Background

The Redevelopment Authority of the City of Watertown has been discussing for some time the possibility of a citywide signage improvement program. Recognizing that signage for a business can be a major expense, the idea of creating this program generated support among the RDA board.

As proposed, this program would cover the entire city, except for the historic downtown district, which is already served by the Façade and Sign Grant Programs offered by the Watertown Main Street Program.

Previous discussion at the Finance Committee regarding potential uses of the remaining portion of City funds from Tax Increment District (TID) #4 included this program as an option for funding.

The RDA Executive Director worked to draft wording for the program application, which was reviewed by then City Attorney Steven Chesebro. RDA Chair Ryan Wagner also provided input.

At the July 16, 2025 RDA meeting, the RDA board approved moving forward with the program, with some minor wording changes that have been incorporated into the application document. One of these changes removed the previous request for the RDA to receive a small administrative fee for facilitating the program.

## Budget Goal

Fosters community growth by assessing opportunities, stakeholder input, environmental needs, and modern code and policy priorities

## Financial Impact

Funding has been proposed to come from closeout funds remaining from TID #4. Signage improvements to public property may serve an economic benefit to the community and help increase property values.

# MEMO

## Recommendation

Recommend that the Common Council approve the RDA Citywide Sign Grant Program and allocate \$25,000.00 of TID #4 closeout funds to the program.

**REDEVELOPMENT AUTHORITY OF THE CITY OF WATERTOWN (RDA)  
CITYWIDE SIGN GRANT PROGRAM APPLICATION**

The Redevelopment Authority (RDA) of the City of Watertown has established the Citywide Sign Grant Program to assist businesses in improving their signage. This program provides a 50% matching grant for eligible sign improvements, up to a maximum award amount of \$1,000.

**Please note:** Businesses located within the City’s downtown historic district are not eligible for this grant (please inquire with the Watertown Main Street Program about their sign and façade grant programs if your business is located within this district).

New signage must be visible from a public street, and must either be mounted to the building exterior, or be part of a permanent monument sign located along a public street. Signage must be a permanent, affixed installation (e.g. bolted, bracketed, or channel letters). Temporary signage, such as vinyl banners or window clings, are ineligible. Signage may not be electronic (e.g. neon or LED) but should be appropriately lighted to be visible during evening hours.

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**APPLICANT INFORMATION**

**Business Name:** \_\_\_\_\_  
**Business Address:** \_\_\_\_\_  
**Business Owner Name:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

**PROPERTY OWNER INFORMATION (if different from applicant)**

**Property Owner Name:** \_\_\_\_\_  
**Property Owner Address:** \_\_\_\_\_  
\_\_\_\_\_  
**Phone Number:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

**SIGN PROJECT DETAILS**

**Total Cost of Signage:** \$ \_\_\_\_\_  
**Amount Requested (50% of Total Cost, up to \$1,000):** \$ \_\_\_\_\_  
**Description of Signage Project:** \_\_\_\_\_

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Location of Sign on Property:

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**REQUIRED DOCUMENTATION**

- **A detailed quote or invoice** from a sign company or contractor for the proposed sign work.
- **A design rendering** or drawing of the proposed sign, including dimensions and materials.
- **Photographs** of the building and the current signage (if applicable).
- **Approval letter from the property owner** (if applicant is not the property owner).
- **Any necessary City permits or approvals.**

**GRANT TERMS & CONDITIONS**

1. The grant award is **50% of the total eligible project cost, up to a maximum of \$1,000.**
2. The grant is **reimbursable**, meaning the applicant must complete the project and submit proof of payment before receiving funds.
3. On-site activity must commence within **90 days** of grant approval and be completed within **six (6) months.**
4. Signage must comply with **City of Watertown zoning and signage regulations.**
5. The applicant must maintain the sign in good condition.
6. Grants are awarded **subject to the availability of funds.**

**APPLICANT CERTIFICATION**

I hereby certify that the information provided in this application is accurate and complete. I understand the terms and conditions of the RDA Citywide Sign Grant Program and agree to comply with all requirements.

**Applicant Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Property Owner Signature (if applicable):**

\_\_\_\_\_

**Date:** \_\_\_\_\_

**SUBMIT APPLICATION TO:**

Redevelopment Authority of the City of Watertown (RDA)

Attn: Executive Director

106 Jones Street

Watertown, WI 53094

Applications may also be sent by email to:

\_\_\_\_\_

For more information, please contact the RDA Executive Director, at:



# 2025 Contract Proposal

**The Watertown Main Street Program is a non-profit organization dedicated to the preservation, beautification and economic vitality of downtown Watertown.**

**We work in partnership with downtown building and business owners, the City of Watertown, and the greater Watertown community to inspire reinvestment and renewal in the city's historic business district.**

**WATERTOWN MAIN STREET PROGRAM**  
**Funding Proposal to the City of Watertown**  
**Submitted: August, 2025**

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**Proposal Title:**

**Sustaining and Advancing Downtown Watertown: A 25-Year Legacy of Economic Growth, Beautification, and Historic Preservation**

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**Prepared By:**

Watertown Main Street Program  
519 E. Main Street  
Watertown, WI 53094  
[watertownmainstreet@gmail.com](mailto:watertownmainstreet@gmail.com) 920-342-3623  
watertownmainstreet.org

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**Executive Summary**

Since its establishment in 2000, the **Watertown Main Street Program** has worked diligently to revitalize, support, and promote the economic, cultural, and historic vitality of downtown Watertown. Over the past 25 years, we’ve transformed our central business district into a more vibrant, walkable, and economically viable place for residents, businesses, and visitors alike.

To continue this progress and meet the growing needs of our community, we respectfully request **increased financial support from the City of Watertown**. With your investment, we will expand our capacity to serve as an economic driver and community convener while preserving our city's unique character and heritage.

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**Program Overview**

The Watertown Main Street Program is a volunteer-driven, nonprofit initiative that operates under the framework of the **Wisconsin Main Street Program** and the **National Main Street Center**. Watertown Main Street Program partners with the City of Watertown and with our Watertown Area Chamber of Commerce. Our work is focused around four key pillars:

1. **Economic Vitality**
2. **Design & Beautification**

### 3. Promotion & Community Engagement

### 4. Historic Preservation

Each of these pillars supports a thriving, inclusive, and economically stable downtown district that reflects Watertown's values and vision

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## Program Achievements in the Past Five Years Alone

### 1. Economic Vitality

- Assisted in the **recruitment and retention of more than 43 downtown businesses.**
- Help secure **over \$11.1 million in private investment** into downtown storefronts and properties.
- Provided **technical assistance, training, and promotion** for entrepreneurs and small business owners.
- Organized economic-driving events such as the **Craft Beer & Seltzer Walk, Sidewalk Sales, Women Only Weekend (WOW), Bingo, and Jingle Bell on the Square**, which collectively attracted 87,315 visitors each year and generated substantial revenue for local merchants.

### 2. Beautification & Design

- Installed and maintained **decorative planters, benches, seasonal banners, and public art.**
- Coordinated **community clean-up and planting days**, engaging hundreds of volunteers.
- Supported streetscape enhancements that improve **walkability, safety, and visitor experience.**
- Planning and working with the City of Watertown to prepare for the 2028 Main Street Reconstruction Project

### 3. Historic Preservation

- Facilitated façade improvement projects on more than **113 historic buildings** using matching grants and expert design assistance.



- Advocated for the **adaptive reuse of underutilized buildings**, leading to revitalized commercial and mixed-use spaces.
- Provided public education through walking tours, interpretive signage, and digital storytelling about the city’s rich architectural and cultural heritage.

4. Farmers’ Market

- **Expanded Vendor Participation:** The market now hosts nearly 50 vendors each season, including farms, seafood, specialty foods, ready-to-eat options, and artisans.
- **Increased Community Engagement:** Weekly events such as live music, artisan booths, and health workshops have been introduced, fostering a vibrant community atmosphere. The market supports our downtown by cross-promotions.
- **Enhanced Accessibility:** The Market partners with Bread Basket & Jefferson County Foodwise Gleaning program & The Senior Farmers’ Market Nutrition Program. Dodge County Aging & Disability Resource Center and the Dodge County Foster Care come to provide information and awareness to these important programs.
- **Infrastructure Improvements:** The market implemented a new layout to accommodate more vendors. The market maintains a thorough vetting process for vendors. This allows the market to keep its authenticity and its mission to promote local and variety.

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The Need for Increased Funding

While the program has seen tremendous success, **demand for services, events, and revitalization efforts continue to grow**, outpacing our current budget and resources. City funding is critical to ensure:

- **Expansion of Business Support Services**  
→ One-on-one coaching, grant guidance, marketing support, and recruitment efforts.
- **Enhanced Beautification Projects**  
→ New planters, lighting, public art installations, and wayfinding signage.
- **Greater Preservation Efforts**  
→ Tools and incentives to help more property owners restore and maintain historic properties.

- **Larger Community Events & Marketing Campaigns**  
→ These directly boost local sales tax revenue and create economic ripple effects citywide.
- **Preparing for Future Challenges**  
→ 2028 Main Street Reconstruction Project, alleyway beautification projects, temporary signage

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### Funding Request

We respectfully request an increase in annual municipal support to **\$50,000.00** beginning with the **2026 fiscal year**. This funding would be allocated as follows:

Category	Proposed Allocation
Business Development & Support	25%
Beautification & Placemaking	25%
Historic Preservation Grants	25%
Marketing & Events	25%
Administrative Support	0% (funding comes from fundraising)

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### The Return on Investment

Investing in the Watertown Main Street Program benefits the **entire city**. A stronger, more vibrant downtown:

- Increases **property values** and commercial occupancy rates.
- Drives **local tax revenue** through increased sales and tourism.
- Enhances **community pride** and quality of life for residents.
- Attracts **new talent and investment** to Watertown.

For every dollar invested in the Main Street approach, communities across the U.S. have seen an **average return of \$26 in reinvestment** — and Watertown is no exception.

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Conclusion

The Watertown Main Street Program is more than an organization — it is a **long-term partner** in building a better future for our city. With continued and increased support from the City of Watertown, we can expand on a 25-year track record of success and ensure downtown remains a source of economic strength, cultural pride, and historic beauty for generations to come.

We look forward to the opportunity to discuss this proposal in more detail and answer any questions you may have.

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2025 Main Street Board Members

Ron Counsell, President Edward Jones Investments	Nicole Smith Uptown Bar & Grill
Kevin Clifford, Vice-President Wepco Printing	David Paape
Brian Konz, Treasurer Oswald-Konz Financial Group	Annie Wedl Draeger’s Floral
Sandra Budewitz Sandra D’s Bridal	Isabelle Eller Literatus & Co.
Peg Checkai Watertown Public Library	Steven Board Maranatha Baptist University
Brooke Hoida Salon Anvi	Ryan Beyer Keck Furniture
	Fred Smith Dist. 1 Alderperson

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Submitted by:  
Stefanie Broere  
Executive Director  
Watertown Main Street Program  
920-342-3623 [watertownmain@gmail.com](mailto:watertownmain@gmail.com)

## Sheet1

INCOME	2024	2025
City Contribution	30000	30000
Donations		
Events	80985	78824
 TOTAL INCOME	 110985	 108824
EXPENSES		
Event Expenses	25648	29397
Clock Repair	103	180
Municipal Signage	1621	0
Facade/Sign Grants	9710	11000
Payroll	52672	59297
Misc. Office	210	200
Website	0	400
Phone	650	700
Postage	75	100
Printing/copies	388	400
Google Web Storage	70	75
MS Office Subscription	87	100
Social Media	50	650
Rent	6000	6000
Travel/Mileage	310	300
Conference/Meeting	1236	700
Workmans Comp Ins.	320	325
Insurance-Non-Employee	1699	1700
Membership Dues	40	0
Staff Development(Leadersh	575	0
Hired Professional		1600
Lindborg Awards	96	0
Licenses	144	150
 TOTAL EXPENSES	 	 113274

	2026	2027	2028	2029	2030
INCOME					
City Contribution	50000	50000	50000	50000	50000
Events	87550	90177	<b>92882</b>	95668	98540
<b>TOTAL INCOME</b>	<b>137,550</b>	<b>140,177</b>	<b>142,822</b>	<b>145,668</b>	<b>148,540</b>
EXPENSES					
Street Clock Repair	100	103	104	107	110
General Office Expenses	10,175	10480	10794	11118	11452
Salary	59740	61532	61532	63378	65279
<b>Watertown Farmers' Market</b>	4635	4774	4917	5065	5217
Façade/Sign Grants	15450	16000		18000	18500
Event Expenses	36000	37000	<b>38110</b>	39253	40430
<b>Relocation Grants</b>			5000		
<b>Clean Up Grants</b>			5000	5000	
<b>Up Grade Grants</b>	5000	5000	5000	5000	5000
<b>Temporary Signage</b>			5000		
<b>Marketing</b>	1000	3000	5000	2500	1000
<b>TOTAL EXPENSES</b>	<b>132100</b>	<b>137889</b>	<b>140457</b>	<b>149421</b>	<b>146988</b>

## Memorandum of Understanding

This memorandum of understanding made this \_\_\_\_ day of \_\_\_\_\_ 2025, between the City of Watertown (City) and the Watertown Main Street Program (WMSP).

Witnesseth: A vibrant and economically prosperous downtown is key to attracting new residential growth and commercial development in Watertown. The WMSP was created in April 2000 and subscribes to the Main Street four-point approach (design, promotion, organization, and economic vitality) for downtown revitalization. Following these guidelines, the City and WMSP work collaboratively to inspire reinvestment and renewal in the city's historic business district. To maintain clear and open communication with the City, a member of the Watertown Common Council has held a seat on the WMSP Board of Directors since the organization's founding.

The City and WMSP desire to continue the excellent progress that has been made toward downtown revitalization and beautification, and to expand upon its positive, collaborative working relationship. To further this endeavor, the City and WMSP hereby agree:

1. The WMSP shall provide the following downtown management services:
  - a) Administer façade grant fund and provide free technical design assistance to downtown merchants and building owners
  - b) Serve a point-of-contact for new downtown building and business owners
  - c) Support the Building, Safety & Zoning Department in efforts to identify, enforce and mitigate building code violations downtown
  - d) Assist property owners with permitting and approvals process for building renovation projects
  - e) Recruit new businesses to the downtown area where applicable, provide marketing assistance and technical support for existing businesses
  - f) Provide connection between merchants/building owners and City Hall
  - g) Maintain email communication list of downtown merchants and building owners
  - h) Purchase, plant and care for Main Street flowers
  - i) Provide funding for streetscape furnishings and lamppost banners
  - j) Publish a downtown newsletter and handbook for care and restoration of downtown buildings
  - k) Support and advocate for small business growth and success
  - l) Ensure merchants feel included as part of the downtown family
  - m) Promote downtown accomplishments through website and social media channels
  - n) Host annual events and activities that draw critical mass to the downtown that include, but are not limited to, Luck of the Irish Bingo, Art on Main, Sidewalk Sales, Downtown

Watertown Craft Beer Walk, Pumpkin Palooza, Women’s Only Weekend, and the programming of Santa House

- 2. The WMSP also administers the Tuesday Watertown Farmers’ Market at Riverside Park (May-October). The market provides essential fresh fruits and vegetables to seniors and low-income residents of the community at an affordable cost.
- 3. Under this contract, the City shall contribute \$50,000 annually to WMSP for a duration of five consecutive years starting Jan. 1, 2026 (payable in four installments of \$12,500 paid by the end of the first month of each quarter). The WMSP shall fundraise the remaining 60% of its annual operating costs.
- 4. The WMSP Executive Board shall provide quarterly oral reports to the Watertown Common Council. The reports will highlight the accomplishments of WMSP during the previous quarter (including but not limited to private/public monetary investment downtown, building vacancies, façade improvements made and promotion efforts) as well as progress made in achieving WMSP’s annual work plan objectives.
- 5. The WMSP will provide the City with a copy of its annual financial report, identifying all sources of income and expenses. The WMSP will also maintain a database of statistics related to downtown public and private building improvement projects, jobs created/retained, businesses that have opened or closed, the creation of upper-level residences, volunteer hours contributed, and more. The WMSP will present these statistics to the Common Council in March on an annual basis.
- 6. Since WMSP is partially supported with public funds, the minutes of its Board of Directors meeting will be filed with the City Clerk for review by the Common Council.

This agreement will remain in full force for a period of **five** years beginning on Jan. 1, 2026.

Signed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

City of Watertown

Watertown Main Street Program

\_\_\_\_\_  
Robert Stocks, Mayor

\_\_\_\_\_  
Ron Counsell, WMSP Board President

\_\_\_\_\_  
Megan Dunneisen, City Clerk

\_\_\_\_\_  
Brian Konz, WMSP Treasurer