



## COMMON COUNCIL MEETING AGENDA

TUESDAY, AUGUST 05, 2025 AT 7:00 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>

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

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. PLEDGE OF ALLEGIANCE**

**4. MINUTES OF COUNCIL MEETING HELD**

A. Meeting minutes from July 15, 2025

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

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

**6. REPORTS**

A. Plan Commission minutes from June 9, 2025

B. Main Street Program Board of Directors minutes from June 17, 2025

C. Finance Committee minutes from June 23, 2025

D. Plan Commission minutes from June 23, 2025

E. Tourism minutes from July 10, 2025

F. RDA minutes from July 16, 2025

G. Downtown Main Street Reconstruction Task Force minutes from July 22, 2025

**7. COMMUNICATION & RECOMMENDATIONS**

A. Fire Department Operations update: Ladder and Miovision Opticom

**8. NEW BUSINESS**

A. Review and take action: Committee Appointments

**9. MISCELLANEOUS BUSINESS**

A. Payroll Summary - June 25 through July 8, 2025 and July 9 through July 22, 2025

**10. ORDINANCES**

A. Ord. 25-15 - Amend Section 500-6 Parking Limitations A.(5) Municipal Parking Lot Limitations (Sponsor: Ald. Davis From: Public Safety & Welfare Committee, Second Reading)

B. Ord. 25-16 - Create a portion of Section 500-3(B) Stop Intersections (Sponsor: Ald. Davis From: Public Safety & Welfare Committee, Second Reading)

C. Ord. 25-17 - Amend Section 500-8(F) Heavy traffic prohibited by posted signs (Sponsor: Ald. Davis From: Public Safety & Welfare Committee, Second Reading)

- D. Ord. 25-18 - Amend Section 38-4, Bond Deposit Schedule of the City of Watertown General Ordinances (Sponsor: Mayor Stocks From: Finance Committee, Second Reading)
- E. Ord. 25-19 - Amend Chapter 550: Official Zoning Map of the City of Watertown, through the rezoning of 213 S. First Street Parcel Number 291-0815-0421-161 from Multi-Family Residential (MR-8) Zoning District to Central Business (CB) Zoning District classifications (Sponsor: Mayor Stocks From: Plan Commission, First Reading)
- F. Ord. 25-20 - Amend Chapter 550: Official Zoning Map of the City of Watertown, through the rezoning of Parcel Number 291-0815-0832-005 from a Planned Office & Institutional (PO) Zoning District to Planned Industrial (PI) Zoning District classification (Sponsor: Mayor Stocks From: Plan Commission, First Reading)
- G. Ord. 25-21 - Amend Section 428-11 of the City of Watertown General Ordinances (Sponsor: Ald. Davis From: Public Safety and Welfare Committee, First Reading)

## **11. RESOLUTIONS**

- A. Exh. 9769 - Resolution approving the land purchase for property located at 510 South Second Street, City of Watertown (Sponsor: Mayor Robert Stocks From: Finance Committee)
- B. Exh. 9770 - Resolution appointing City Attorney (Sponsor: Mayor Stocks From: Finance Committee)
- C. Exh. 9771 - Resolution approving Collateral Assignment of TIF for Lumin Terrace LLC (Sponsor: Mayor Stocks From: Finance Committee)
- D. Exh. 9772 - Resolution to approve change order 1 to Plaza Phase II ADA Concrete Ramp Improvements Contract #10-25 with Maas Brothers Construction Co., Inc. for \$79,648.85 (Sponsor: Ald. Arnett From: Public Works Commission)
- E. Exh. 9773 - Resolution to accept improvements through substantial completion for Rock River Ridge Phase I Subdivision Located in the City of Watertown (Sponsor: Mayor Stocks From: Plan Commission)

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

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

## **13. ADJOURNMENT**

*Persons requiring other reasonable accommodations 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*

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

**Common Council Minutes  
July 15, 2025**

Section 4, Item A.

**CALL TO ORDER**

Mayor Stocks called the regular meeting of the City of Watertown Common Council to order at 7:00 p.m. on Tuesday, July 15, 2025. This meeting was open for attendance in the council chambers as well as virtually.

**ROLL CALL**

Roll call indicated the following Alderpersons present: Ald. Davis, Lampe, Berg, Bartz, Blanke, Smith, Arnett, Wetzel, and Moldenhauer (joined virtually at 7:37 p.m.). City staff present were City Attorney Steven T. Chesebro, Fire Chief Tanya Reynen (virtual), Police Chief David Brower, Finance Director Mark Stevens, Park and Rec Director Kristine Butteris, and City Clerk Megan Dunneisen.

**PLEDGE OF ALLEGIANCE**

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

**MINUTES OF PRECEDING MEETING**

Mayor Stocks inquired if there were additions or corrections to minutes of the Common Council meeting held Tuesday, July 1, 2025. There being none, Ald. Berg moved to approve, seconded by Ald. Wetzel and carried by unanimous voice vote.

Ald. Blanke made a motion to amend the agenda to move item 8. A to the next item, seconded by Ald. Bartz and carried by unanimous voice vote.

**COMMUNICATIONS & RECOMENDATIONS**

Mark Stevens, Finance Director, gave employee recognition to Sheri Rohr, with the Finance Department, for five years. Kristine Butteris gave recognition to Andrea Draeger, with the Park, Recreation, & Forestry Department for five years.

**COMMENTS & SUGGESTIONS FROM CITIZENS PRESENT**

Rev. Dr. Christopher Ross of 432 W. Clover Cottage Grove spoke on warming shelters.

**PUBLIC HEARING**

Mayor Stocks opened the public hearing for the Rezone of Parcel Number 291-0815-0832-005 from Planned Office and Institutional (PO) Zoning District to Planned Industrial. (PI) Zoning District at 7:16 p.m. There being no further comment Mayor Stocks closed the public hearing at 7:16 p.m.

Mayor Stocks opened the public hearing for the Rezone 213 S. First Street from Multi-Family Residential (MR-8) Zoning District to Central Business (CB) Zoning District at 7:16 p.m. Atty Christopher Koppes representing the applicant was present. There being no further comment, Mayor Stocks closed the public hearing at 7:17 p.m.

**REPORTS**

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

The following reports were received and filed: Licensing Board minutes from June 11, 2025, Tourism minutes from June 12, 2025, Parks, Recreation, and Forestry minutes from June 16, 2025, Senior Center Advisory Board minutes from June 17, 2025, RDA minutes from June 18, 2025, Public Works minutes from June 24, 2025, Licensing Board minutes from July 1, 2025, Public Safety and Welfare minutes from July 2, 2025.

**COMMUNICATIONS & RECOMMENDATIONS**

The Watertown Fire Department May report was presented and Andrea Jansen from Baker Tilly gave the 2024 Audit Report.

## **MISCELLANEOUS BUSINESS**

The Payroll Summary from June 11 through June 24, 2025, Paid Invoices Report from June 2025, and Cash and Investments from June 30, 2025, were presented.

### **LICENSES:**

Ald. Bartz made a motion to approve the application for a "Class B" Malt and Liquor License from The Score Sports Bar LLC dba The Riff Dive Bar (Jaime Ellis, Agent) located at 215 S Third St for licensing year July 1, 2025 – June 30, 2026, seconded by Ald. Berg and carried by unanimous voice vote.

Ald. Moldenhauer made a motion to approve the application for a Temporary "Class B" Beer and Wine License for the Marine Corps League Annual Picnic event on August 23, 2025, sponsored by Bartelme-Schwefel Detachment #349 during the hours of 12 p.m. and 6 p.m. for location 907 Boomer Street, seconded by Ald. Blanke and carried by unanimous voice vote.

Ald. Bartz made a motion to approve the application for a Temporary "Class B" Beer and Wine License for the Watertown Catholic Parish Picnic event on August 17, 2025, sponsored by St Henry's Congregation during the hours of 11 a.m. and 5 p.m. for location 412 N Fourth Street, seconded by Ald. Berg and carried by unanimous voice vote.

Ald. Lampe made a motion to approve the applications for Temporary "Class B" Licenses for the 9th Annual Wine Walk event hosted by Watertown Chamber of Commerce on September 25, 2025, during the hours of 4:30 p.m. and 8:00 p.m. Locations include Ava's Posh Boutique, 209 E. Main Street., Bradow Jewelers, 217 E. Main Street., Brown's Shoe Fit Co., 212 E. Main Street., Central Block, 300 E. Main Street., Draeger's Floral, 616 E. Main Street., Oswald-Konz Financial, 118 W. Main Street., Sassy Sweets, 116 W. Main Street., and White Oak Builders, 14 E. Main Street, seconded by Ald. Bartz and carried by unanimous voice vote.

Ald. Lampe made a motion to deny the application for an operator's license from Dawn A Patzer based on Category V of the Watertown Licensing Guidelines, seconded by Ald. Moldenhauer and carried by unanimous voice vote.

### **ORDINANCES**

Ord. 25-13 - Amend Chapter 545: Subdivision of Land, through the amendments of language to Sections §545-14A(5), §545-42C(5), § 545-42C(7), §545-50, AND §545-15 (Sponsor: Mayor Stocks From: Plan Commission, Second Reading). Ald. Blanke moved for adoption of ordinance 25-13 on its second reading, seconded by Ald. Wetzel and carried by roll call vote: Yes-9; No-0; Abstain-0.

Ord. 25-14 - Amend Chapter 550: Zoning Code through the amendment of language to Section §550-150 (Sponsor: Mayor Stocks From: Plan Commission, Second Reading). Ald. Blanke moved for adoption of ordinance 25-14 on its second reading, seconded by Ald. Moldenhauer and carried by roll call vote: Yes-9; No-0; Abstain-0.

Ord. 25-15 - Amend Section 500-6 Parking Limitations A(5) Municipal Parking Lot Limitations (Sponsor: Ald. Davis From: Public Safety & Welfare Committee, First Reading). Ald. Davis moved for adoption of ordinance 25-15 on its first reading, seconded by Ald. Lampe and carried by roll call vote: Yes-9; No-0; Abstain-0.

Ord. 25-16 - Create a portion of Section 500-3(B) Stop Intersections (Sponsor: Ald. Davis From: Public Safety & Welfare Committee, First Reading). Ald. Davis moved for adoption of ordinance 25-16 on its first reading, seconded by Ald. Wetzel and carried by roll call vote: Yes-9; No-0; Abstain-0.

Ord. 25-17 - Amend Section 500-8(F) Heavy traffic prohibited by posted signs (Sponsor: Ald. Davis From: Public Safety & Welfare Committee, First Reading). Ald. Moldenhauer moved for adoption of ordinance 25-17 on its first reading, seconded by Ald. Davis and carried by roll call vote: Yes-9; No-0; Abstain-0.

Ord. 25-18 - Ordinance to Amend Section 38-4, Bond Deposit Schedule of the City of Watertown General Ordinances (Sponsor: Mayor Stocks From: Finance Committee, First Reading). Ald. Lampe moved for adoption of ordinance 25-18 on its first reading, seconded by Ald. Davis and carried by roll call vote: Yes-9; No-0; Abstain-0.

## **RESOLUTIONS**

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

Exh: 9765 - Resolution to adopt Jefferson County Hazard Mitigation Plan (Sponsor: Ald. Davis From: Public Safety and Welfare). Ald. Davis moved to adopt resolution 9765, seconded by Ald. Smith and carried by roll call vote: Yes-9; No-0; Abstain-0.

Exh. 9766 - Resolution to recommend 2025 Solid Waste fee schedule and 2026 other fees schedule (Sponsor: Mayor Stocks From: Finance Committee). Ald. Berg moved to adopt resolution 9766, seconded by Ald. Bartz and carried by roll call vote: Yes-9; No-0; Abstain-0.

Exh: 9767 - Resolution to enter into agreement with Strand Associates, Inc. for Allerman lift station and force main modifications, Task Order 25-02 (Sponsor: Ald. Arnett From: Public Works Commission). Ald. Arnett moved to adopt resolution 9767, seconded by Ald. Moldenhauer and carried by roll call vote: Yes-8; No-1(Berg); Abstain-0.

Exh. 9768 - Approve Change Order No. 1 to 2025 Watermain Relay Contract #8-25 with Forest Landscaping and Construction for \$89,070.00 (Sponsor: Ald. Arnett From: Public Works Commission). Ald. Arnett moved to adopt resolution 9768, seconded by Ald. Bartz and carried by roll call vote: Yes-9; No-0; Abstain-0.

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

Rev. Dr. Christopher Ross of 432 W. Clover Cottage Grove spoke on Pride in the Park.

## **ADJOURNMENT**

There being no further business to come before the Council at this time, Ald. Wetzel moved to adjourn, seconded by Ald. Lampe, and carried by unanimous voice vote at 8:03 p.m.

Respectfully Submitted,

Megan Dunneisen, City Clerk

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

**PLAN COMMISSION  
MINUTES  
June 09, 2025**

*Section 6, Item A.*

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

**The following members were present:** Mayor Stocks, Alderman Blanke, Beyer, Lampe, Levi

**Also in attendance:** David Werning, Kurt Liebenow, Marcus Spiegelberg, Jessica Spiegelberg, Elezabeth Lewis, David Saxby, Jackie Christensen

**1. Call to order**

**2. Approval of Minutes**

**A. Site Plan Review minutes May 19, 2025**

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

**B. Plan Commission minutes May 19, 2025**

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

**3. Business**

**A. Public Hearing:** 411 College Avenue– request for a Conditional Use Permit (CUP) for an Accessory Dwelling Unit under Section § 550-25C(2)(b) and Section § 550-56AA684

Marcus Spiegelberg owner of the property was present to ask the commission for permission to add the accessory dwelling unit.

**B. Review and take action:** 411 College Avenue– request for a Conditional Use Permit (CUP) for an Accessory Dwelling Unit under Section § 550-25C(2)(b) and Section § 550-56AA

Andrew Beyer presented the request for a CUP for an accessory dwelling unit to be constructed as part of a new garage.

Motion to approve with no conditions was made by Blanke, seconded by Lampe and passed on a unanimous voice vote. Levi proposed an amendment to the motion that a condition be added that states that short term rentals as described in § 550-56Y are prohibited in Accessory Dwelling Units, seconded by Lampe and passed 4-1 with Blanke voting no. The amended motion passed on a 5-0 roll call vote.

**C. Public Hearing:** 861 West Street– request for a Conditional Use Permit (CUP) for a combination of accessory structures exceeding a total of 1,000 square feet under Section §550-56C(1)(b)[1]

David Saxby owner of the property was present to request the CUP and give some information on the accessory structure.

**D. Review and take action:** 861 West Street– request for a Conditional Use Permit (CUP) for a combination of accessory structures exceeding a total of 1,000 square feet under Section §550-56C(1)(b)[1]

Andrew Beyer presented the request for the CUP for 861 West Street noting the total square footage for the accessory structure after construction would be approximately 2,200 square feet.

Motion to approve with no conditions was made by Blanke, seconded by Levi and passed on a unanimous roll call vote.

**E. Public Hearing:** 861 West Street– request for a Conditional Use Permit (CUP) for an addition to an Accessory Dwelling Unit exceeding the maximum height of 15 feet for an accessory structure under Section §550-83C

David Saxby was present to comment on the maximum height.

**F. Review and take action:** 861 West Street– request for a Conditional Use Permit (CUP) for an addition to an Accessory Dwelling Unit exceeding the maximum height of 15 feet for an accessory structure under Section §550-83C

Andrew Beyer presented the request for a CUP to exceed the maximum height of 15 feet accessory structure for 861 West Street.

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

**G. Review and take action:** N8305 Hustisford Road Extraterritorial Certified Survey Map (CSM) Review

Andrew Beyer presented the request for a CSM for N8305 Hustisford Road to the commission.

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

**H. Review and take action:** 510 Cole Street Certified Survey Map (CSM) Review

Andrew Beyer presented the request for a CSM for 510 Cole St. to the commission.

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

**I. Review and take action:** 510 Cole Street Site Plan Review for vestibule addition with an accessible elevator/lift

Andrew Beyer presented the Site plan for 510 Cole Street.

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

**J. Review and take action:** Edge Field Subdivision Sidewalk

Andrew Beyer presented the request from the developer to have sidewalks on only one side of the street in the proposed Edge Field Subdivision. David Werning was present to discuss the request as well.

The commission had an extensive discussion on the development and the adjacent development and the positives and negatives of requiring sidewalk on both sides of the streets.

Motion was made by Blanke to allow the developer to install sidewalk on one side of the street in the Edge Field subdivision as requested by the developer second by Stocks. Motion failed 2-2 with Blanke and Stocks voting in favor, Lampe and Levi voting against and Beyer abstaining.

**K. Review and take possible action:** Partial Dedication of Public Improvements for Rock River Ridge Phase I Subdivision

Andrew Beyer presented the request for the partial dedication for the partial dedication allowing only the binder coat be put down on the roads during construction and the final coat be put down after construction is completed.

Motion to approve concept support of a partial dedication for the Rock River Ridge Phase 1 subdivision was made by Levi, seconded by Blanke and passed on a unanimous roll call vote with Beyer abstaining.

All materials discussed at this meeting can be found at:

[https://core-docs.s3.us-east-1.amazonaws.com/documents/asset/uploaded\\_file/5330/COW/5732253/June\\_9\\_2025\\_Plan\\_Commission\\_Meeting\\_Packet.pdf](https://core-docs.s3.us-east-1.amazonaws.com/documents/asset/uploaded_file/5330/COW/5732253/June_9_2025_Plan_Commission_Meeting_Packet.pdf)

**4. Adjournment**

Motion to adjourn was made by Lampe and seconded by Beyer and passed on a unanimous voice vote.

Respectfully Submitted,

Alderman Brad Blanke

**Watertown Main Street Program Board of Directors Meeting Minutes**  
**Tuesday, June 17th, 2025**  
**Watertown Public Library Community Room**

*Members Present:* Ron Counsell, Kevin Clifford, Annie Wedl, Sandi Budewitz, Peg Checkai, Nicole Smith, Brian Konz, Isabelle Eller, David Paape, Executive Director Stefanie Broere  
*Not Present:* Brooke Hoida, Steve Board, Fred Smith, Ryan Beyer  
*Also Present:* Mason Becker, Linden Peacy

**1. Call to Order**

President Counsell called the meeting to order at 8:00 am.

**2. Approval of minutes from the May meeting**

- a. Motion by Konz, Second by Budewitz to approve minutes as presented. Motion Carried.

**3. Financial Reports**

- a. Noted \$500 income from Yes Watertown event.
- b. Motion by Konz to approve financial reports, Second by Checkai. Motion Carried.

**4. City Request for Funding**

- a. Executive director Broere has presented the funding proposal
- b. Konz motions to approve the funding proposal. Second by Budewitz. Motion carries.
- c. Meeting minutes should be sent to Megan at the city

**5. Farmer's Market**

- a. Seniors received \$5 farmers market vouchers, Bread basket was also at the recent farmers market accepting physical donations

**6. Facade and Sign Grants**

- a. Sassy Sweets and Martin Realty grants will be presented

**7. Tourism Update**

- a. Tourism now has a billboard on Hwy 26 and Hwy 94 - Spots will be \$150 for 8 seconds

**8. RDA Update**

- a. Beltz Grants for 2025 are still available
- b. RDA meeting will be held June 18th at 6:00PM - Gene Schmidt will be proposing a German market in site next to the town square
- c. Mason will be recapping the history of the RDA at this meeting

**9. Chamber Update**

- a. Golf outing is in July - 2 team spots available
- b. Looking for a few more donations raffle baskets and volunteers
- c. Adding more programming

**10. Event Committee**

- a. 29 tickets sold for July 17th Craft Beer Walk - Still need 1-2 Volunteers
  - i. Ethan from Watertown Daily Times - proposing online advertising for this event
- b. Sidewalk Sales - Christmas in July theme - Date July 19
  - i. Proposing a summer Santa and dunk tank and a scene for Christmas Card photos with reindeer- Brian has a red sleigh available
- c. Riverfest Food Booth
  - i. Volunteer sheet passed around
- d. 25th Anniversary Dinner
  - i. Present History and Awards, Date likely Sept. 15th or other Monday evening
- e. Banner Auction will be held September 17th at Lyons
- f. Shadows Sanctum will be having a haunted house this fall at Elks - They are creating a no cost passport that downtown businesses can participate in

**11. Open Discussion**

- a. Cheese Walk proposed as a new event
- b. Scavenger hunt proposed as a 25th anniversary event

**12. Motion to Adjourn** - Motion by Budewitz, Second by Clifford. Motion Carried.



## FINANCE COMMITTEE MEETING MINUTES

MONDAY, JUNE 23, 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, Smith

Others present: Finance Director Stevens, Attorney Chesebro, Health Director Quest, Public Works Director Andrew Beyer, Street Operations Manager Winkelman, Fire Chief Reynen, Lisa Schmitz, Mason Becker, Abby Kuehn

1. Call to order. Mayor Stocks called the meeting to order at 5:32 p.m.
2. Ald. Berg made a motion, seconded by Ald Davis to approve the minutes of the Finance Committee meeting of June 10. Approved unanimously.
3. Street Operations Manager Winkelman informed the committee that, in light of a greater need for another refuse truck than Cady St facilities repairs, the mayor, finance director, and public works director agreed to swap the same budgeted \$350,000 amount for the truck instead of building repairs in the **Solid Waste budget**.
4. The **Solid Waste** Department has found a service provider willing to pay the City a small per pound rate for electronics and small and medium-sized appliances that will replace an existing agreement where the City has been charged disposal fees. Ms. Winkelman will revise the **fee schedule** to be presented in a future meeting so that the changes can be made and advertised soon.
5. As part of the **emergency vehicle pre-emption system**, the WI DOT has provided a draft agreement for the installation of the system at the state-owned traffic control signal located at the **intersection of STH 16 and Fourth St. (CTH R)**. There is no cost to this. Ald. Davis moved, seconded by Ald. Lampe, to recommend approval to the Common Council. Approved unanimously.
6. Mayor Stocks recommended the hiring of **Chris Czernaik** to fill the role of **IT Coordinator** at the G/S M8. A motion by Ald. Davis, supported by Ald. Berg, approved the hiring effective July 1. Approved unanimously.
7. Mr. Stevens explained the layout of the **Capital Improvements Projects draft**. The request was for committee members to review and provide input at the next Finance Committee meeting for any suggested modifications for incorporation into the 2026 budget creation.
8. Mr. Stevens reviewed the **global payroll compensation tool** as well as the impact on Fund 01 based on the initial calculations of the Expenditure Restraint Program. It was requested that committee members review these documents in order to build a consensus as to a budget building direction for the departments.
9. The department heads had completed the task of building proposals for **2026 employment position additions**, providing a memo of explanation, compensation costs, and job descriptions for new positions. Nine of the eleven have been assigned pay scale grades. Ald. Davis moved, seconded by Ald. Smith, to not send the other two positions to the HR consultant for review and grading. Approved 4:1.

Ald. Smith moved, supported by Ald. Davis, to proceed with incorporating the remaining nine positions into the budget creation. Approved unanimously.

10. Ald. Lampe, seconded by Ald. Davis, moved to convene into **closed session** per § 19.85(e) to deliberate or negotiate the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session (**Parcel No. 291-0815- 0424-040**). Unanimously approved via roll call vote.
11. After returning to open session, Ald. Smith moved, supported by Ald. Davis, to authorize the appropriate city staff to **initiate the purchase of Parcel No. 291-0815-0424-040** for \$40,000. Approved unanimously.
12. Mr. Becker summarized the proposed **Oxbow development** for 100 & 104 E Division St. and introduced the committee to developer representatives from North Town Partners who shared their desire to construct a 68-unit multifamily project.
13. Ald. Davis moved, seconded by Ald. Lampe, to convene into **closed session** per §19.85(1)(e) to deliberate or negotiate the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session (**Oxbow Project**). Unanimously approved via roll call vote.
14. After reconvening into open session, it was agreed that the preliminary ideas discussed in the closed session will be used for creation of a developer agreement term sheet.
15. Mr. Becker shared a request to **amend the boundary for TID#8** to bring the portion of the Oxbow Project parcel located in Dodge County into the TID for full capture of the new increment that will be generated by this project. Ald. Lampe moved, seconded by Ald. Davis, to recommend an **amendment of the TID#8 budget** to afford the professional services necessary to expand the TID boundaries. Unanimously approved.
16. Ald. Davis moved, seconded by Ald. Lampe, to 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**). Unanimously approved via roll call vote.
17. After returning to open session, Ald. Lampe, supported by Ald. Berg, moved to authorize the City staff to continue negotiation with Watertown Unified School District as discussed in closed session. Approved unanimously.
18. Finance Committee adjournment. Ald. Davis moved, seconded by Ald. Lampe to adjourn the Finance Committee at 8:30 p.m., and was carried by unanimous voice vote.

Respectfully submitted,

Mark Stevens, Finance Director/Treasurer

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

**PLAN COMMISSION  
MINUTES  
June 23, 2025**

*Section 6, Item D.*

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

**The following members were present:** Mayor Stocks, Alderman Blanke, Beyer, Kneser, Lampe, Levi, Talaga, Zirbes

**Also in attendance:** Angela Brzowski, Jim Becker, Chris Oddo, Sonia Merkt, Perio Perez, Mason Becker

**1. Call to order**

**2. Approval of Minutes**

**A. Site Plan Review minutes June 9, 2025**

Motion to approve Site Plan Review minutes was made by Lampe and seconded by Levi, passed on unanimous voice vote.

**3. Business**

**A. Public Hearing:** 309 S. Third Street (307 S. Third Street) – request for a Conditional Use Permit (CUP) for Exterior for an exception to allowed exterior building materials under Section §550-121F

No public comment.

**B. Review and take action:** 309 S. Third Street (307 S. Third Street) – request for a Conditional Use Permit (CUP) for Exterior for an exception to allowed exterior building materials under Section §550-121F

Chris Oddo was present and representing the owners of Los Perez market. He presented the plan to update the storefront and add a second kitchen to 309 S. Third St.

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

**C. Initial Review and Set Public Hearing Date:** Parcel #291-0815-0832-005 Hwy A/Milford Street rezone from PO, Planned Office and Institutional to PI, Planned Industrial

Brian Zirbes presented the request for rezoning of the noted parcel. Mason Becker was present to further expand on the request to change the zoning to planned industrial for future marketing and sale. Motion to set the public hearing date for July 15, 2025 was made by Lampe, seconded by Beyer and passed on a unanimous voice vote.

**D. Initial Review and Set Public Hearing Date:** 213 S. First Street rezone from Multi-Family Residential (MR-8) to Central Business (CB)

Brian Zirbes presented the request to change the zoning for 213 S. First St. to facilitate combining this with existing parcels to allow for the razing of the existing structure and add parking for the adjacent business. Mr. Levi requested to be recused from this portion of the meeting due to his relationship with the law firm representing the property owner.

Motion to set the public hearing date for July 15, 2025 was made by Kneser, seconded by Talaga and passed on a 6-0 voice vote.

**E. Review and take action:** 110 S. Church Street Certified Survey Map (CSM)

Brian Zirbes presented the request for a CSM for 110 S. Church St. to combine two existing parcels to facilitate the razing of existing structures and expansion of the parking lot.

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

**F. Review and take action: 110 S. Church Street site plan review**

Brian Zirbes summarized the request to raze two existing structures and expand the parking lot with an additional 66 parking stalls. Angela Brzowski was present on behalf of the Catholic Parish to discuss the need for additional parking and the overall plan.

Motion to approve with the conditions that an erosion control plan and stormwater permits be forwarded to the city and that a lighting and photometric plan that meets city requirements be forwarded to the city was made by Blanke, seconded by Kneser and passed on a unanimous voice vote.

**G. Review public hearing comments and make recommendation to Common Council: Text Amendments to Chapter 545 Subdivision of Land**

There were no public comments from the hearing. Brian Zirbes presented a refresher on the changes that are being proposed in the Text Amendments to Chapter 545.

Motion to forward to Common Council with a positive recommendation was made by Talaga, seconded by Levi and passed on a unanimous voice vote.

**H. Review public hearing comments and make recommendation to Common Council: Text Amendments to Chapter 550-150 Community Entry Corridor Overlay Zoning District**

Brian Zirbes presented that there is a correction to Chapter 550-150 in the introduction section to provide clarity.

Motion to forward to Common Council with a positive recommendation was made by Blanke, seconded by Kneser and passed on a unanimous voice vote.

All materials discussed at this meeting can be found at:

[https://core-docs.s3.us-east-1.amazonaws.com/documents/asset/uploaded\\_file/5330/COW/5788312/June\\_23\\_2025\\_Plan\\_Commission\\_Meeting\\_Packet.pdf](https://core-docs.s3.us-east-1.amazonaws.com/documents/asset/uploaded_file/5330/COW/5788312/June_23_2025_Plan_Commission_Meeting_Packet.pdf)

**4. Adjournment**

Motion to adjourn was made by Lampe and seconded by Kneser and passed on a unanimous voice vote.

Respectfully Submitted,

Alderman Brad Blanke

The following Tourism Commission members were present via Zoom Meeting or in person at Watertown City Hall.

Courtney Krause, Cheryl Mitchell, Melissa Lampe, Ken Berg

Also present; Chamber of Commerce Executive Director Linden Peacy, Tourism Director Robin Kaufman and Program Coordinator Stephanie Juhl

1. The meeting was called to order by Melissa Lampe at 8:06 a.m.
2. Review & Approve June Minutes. Motion to approve the minutes was made by Ken Berg and seconded by Courtney Krause. The Commission voted to approve the minutes.
3. Old Business:
  - a. Approve Financial Report: Motion to approve the financials was made by Ken Berg and seconded by Courtney Krause. The Commission voted to approve the financials.
  - b. Marketing Plan – review and act on marketing plan.
    1. Visitor Guides – Guides went out in July for distribution.
    2. Ad opportunities – Nothing new to present to the Commission
4. Update on billboard commitment: Ads are being purchased by area business and organizations. Slots are committed through the middle of August.
  - c. Review and take action on mural restoration projects.

The paving of the alley way is complete, and the beautification can begin. The mural, lights, dumpster cover and plaque are ready for installation. The ribbon cutting is tentatively set for August 28<sup>th</sup>.
  - d. Discuss Hotel stay updates: Occupancy reports for June will be available at the next meeting. July weekend occupancy is the same or slightly below 2024. We are still waiting for EAA business to reserve rooms from 7/17 – 7/26. In 2024 reservations did not start coming in bulk until 7/15. Weekday occupancy is flat or slightly under 2024 numbers.
  - e. Discuss updates on Vietnam Veterans Memorial Wall: No updates from the group as of the last meeting. Watertown Tourism will contact the organizations to determine if they have a central strategy for fundraising or if they would like to submit a grant request. The Tourism Commission could then make a pledge that can help spread awareness and encourage future fundraising for the project.
5. New Business
  - a. Review and take possible action on Board Elections: Ken Berg made a motion to nominate Courtney Krause for Chairperson. Melissa seconded. Courtney accepted the nomination, and the motion passed. Ken Berg made a motion to nominate Melissa Lampe for Vice Chair and Cheryl Mitchell seconded. Melissa accepted the nomination, and the motion passed. Melissa Lampe made a motion to nominate Cheryl Mitchell for Secretary Courtney Krause seconded. Cheryl Mitchell accepted the nomination, and the motion passed.
  - b. Review Manager's report of previous month's tasks. Attached.
  - c. Commission Members' report. Events every weekend at Bentzin Family Town Square; Mallrats, Christmas in July, Kids Fest, Eagles Tribute band, Chick Fil A, Night Market vendors, W.O.W at the airport, EAA travelers, Music @ the Museum, 8/2 Ribbon Cutting for the 1<sup>st</sup> Kindergarten – volunteers are needed.

Adjournment – Motion to adjourn the meeting at 9:00 am was made by Melissa Lampe and seconded by Cheryl Mitchell.

Agenda items:

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

The next meeting will be at 8 am on August 14, 2025, via Zoom or you may attend in person at Watertown City Hall

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

Submitted by,  
Cheryl Mitchell, Secretary

Manager's Report – May

Social Media Report

Facebook: 196 new followers (Post reach 199,053)

Visitwatertownwi.com: 987 Users - 2,089 views

Instagram: (1058 followers – 15 new)

- ☐ Regularly posted to social media (Watertown, Jefferson County, Watertown Riverfest)
- ☐ Gave presentation on Tourism at Wake-up Watertown
- ☐ Continued Tourism Guide distribution
- ☐ Attended Bentzin Family Town Square Grand Opening
- ☐ Attended Watertown Riverfest weekly meetings
- ☐ Wrote article for Inspire Magazine
- ☐ Created marketing material for Bentzin Family Town Square Grand Opening
- ☐ Created marketing material for Bentzin Family Town Square Summer Concert Series
- ☐ Visited businesses/events to take photos for future promos:
  - o Bentzin Family Town Square Grand Opening
  - o Watertown Farmers Market
  - o Chandler House Bakery
  - o Fuelify
  - o Memorial Day Ceremony
  - o Art Walk



**Wednesday, July 16, 2025, 6:00 pm**

In-PERSON/VIRTUAL MEETING

Room 2044, City Hall

**By Phone or Zoom Meeting:**

<https://us06web.zoom.us/join>

For the Public, Members of the media and the public may attend by calling: (US) +1 (646)931-3860

Meeting ID: 617-065-5357

Pass Code: 959083

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

**RDA STRATEGIC PRIORITIES**

~~1) 100 W. Main St. block demolition, Town Square design etc., and publicizing town square project for possible funding from sources other than the City.~~

2) Facilitating quality development in downtown, and

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

1. Pledge of Allegiance
2. Roll Call
  - A. Present: Mason Becker, Steve Board, Ald. Arnett, Jacob Maas, Ald. Berg, Ryan Wagner, Dave Zimmermann
  - B. Virtual: Todd Huhn joined at 6:10pm
  - C. Absent: None
  - D. Other attendees: Citizens Smith, Broere, and Kaddesh. Virtual: Zach Goodrow (WDT)
3. Determination of Quorum and Call to Order at 6:01 pm
4. Approval of meeting minutes
  - A. Regular board minutes 6.18.25. Ald. Berg commented that he would like to see a little bit more detail in the meeting minutes going forward. Mason Becker confirmed this could be worked on.  
**Steve Board motioned to approve**  
**Dave Zimmermann seconded the motion. Jacob Maas abstained due to not being at the previous meeting. Motion carried.**
5. Public Comment
  - A. Stefanie Broere stated that she appreciated being able to attend the WEDA Economic Development 101 session that was held the previous evening and found it informative.
6. Old Business:
  - A. **Rock River District Vision**  
 Mason Becker shared that he and Ryan Wagner met earlier in the week with the head of a local company who was interested in learning more about the project. There will be future discussions with this person. Wagner will also be reaching out to others to raise awareness on this plan.
    - a. Development update:
      - i. Mason Becker and Mayor Stocks met earlier in the day, and the mayor requested a presentation from him on possible uses of the 111 S. Water St. property at a Committee of the Whole meeting on August 5<sup>th</sup>. Mason Becker plans to do this to gather feedback from the Common Council. Ryan Wagner suggested the council could also share other opinions of future visions for the downtown area.

**B. Discussion of future goal setting:**

- a. Review: WEDA Economic Development 101.
  - ii. Ryan Wagner shared he thought it was an informative session and encouraged others to attend the next one. Mason Becker will send out a reminder email.
    - i. Next session July 29<sup>th</sup>. Melissa Hunt from WEDA will be presenting again, and there will be more details on the use of tools such as TIF and other processes. Ald. Berg inquired if the school board could be reached out to and invited again. Mason Becker confirmed he will follow up again with the school district superintendent.
  - ii. TID statistics from MadREP: Mason Becker stated that he was unable to get the requested data from MadREP. He has reached out to WEDA to see if they have any information available. He hopes to have this information at a future meeting.

**7. New Business:****A. Election of RDA vice-chair:**

- a. Ryan Wagner suggested Steve Board for vice-chair. Ald. Berg commented that it's good to have someone with experience serving. He asked Dave Zimmermann if he was interested. Zimmerman declined due to other time commitments. Steve Board confirmed he would accept.

**Ryan Wagner motioned to approve**

**Dave Zimmermann seconded the motion, motion carries.**

**B. Review and approve appointment of members to RDA Budget and Finance Committee:**

- a. Ryan Wagner discussed appointing Jacob Maas and Steve Board to the committee. Discussion of past budget practices followed. Ryan Wagner, Jacob Maas, and Steve Board will serve as the Budget and Finance Committee.

**C. Review and take possible action to approve proposed RDA Citywide Sign Grant Program:**

- a. Mason Becker discussed the proposal, which was reviewed by the city attorney. Ald. Arnett questioned the need for the RDA to receive an administrative fee. Some members voiced support for keeping this in and discussed the funding needs of the RDA. Mason Becker stated it was a suggestion and not a requirement. After further discussion, the consensus was to drop this provision.

**Steve Board motion to approve with three changes:**

- I. **Edit provision regarding project work to "on-site activity must commence"**
- II. **Remove the 10% administrative fee**
- III. **Remove "if required" regarding permits and approvals**

**Ald. Arnett seconded the motion. Motion passed with Jacob Maas opposed.**

**D. Review and take possible action to approve the proposal from Partner2Learn:**

- a. The RDA previously voiced interest in engaging in future planning and visioning for the RDA board. Mason Becker shared that he had received positive feedback from the city's fire chief as well as officials from two other communities. This information was shared in a memo that was distributed to the RDA. The board requested that Mason get further information on possible "travel and other expenses". The board also discussed the proposal being more robust and time-intensive than desired. Mason Becker said he would follow up with Partner2Learn, request a more streamlined proposal, and request they present to the RDA board at a future meeting.

**Ryan Wagner motioned to table this item.**

**Ald Berg seconded. Motion carried.**

**E. Review and discuss RDA mission history and mission:**

- a. Mason Becker presented a PowerPoint on the history of the RDA, its programs, and possible future activities. Discussion followed. Arnett criticized the Economic Impact Analysis information and questioned the methodology ICF had used to make their determinations. Becker thanked the board for allowing him to present.

**8. Status Reports:**

**A. Housing Rehab Grants:**

- a. Mason gave a quick recap and stated funds would be depleted soon. He will send an updated spreadsheet out to the board soon.

**B. Beltz Foundation Grants:**

- a. This item was moved to the top of Old Business, with no objections, due to the applicant (Bob Smith from Uptown Bar) being present. Mason Becker reviewed the application and shared that the Grant Review Committee had reviewed the application and recommended approval. Smith shared plans for the remodel project. Board members commented that they appreciated the enhanced appearance and the reinvestment in the property.

**Ald. Arnett moved to approve the grant application as presented.**

**Ald. Berg seconded. Motion carried.**

**C. Social media/messaging update:**

- a. The board reviewed the submitted report from Lisa Famularo. Ryan Wagner mentioned that including positive quotes from Mason Becker's presentation would be good for future social media posts. Ald. Arnett mentioned that permission would be needed. Mason will follow up with Lisa on this.

**D. Council update:**

- a. Berg shared there is a new business opening on S. Third St.
- b. Arnett shared there was not much at the Common Council meeting that was relevant to the RDA. Baker Tilly gave an audit report and there were some license approvals.

**E. Executive Director update:**

- a. Items for next agenda:
  - i. Mason asked that the board email him with requests.
- b. Next meeting August 20, 2025, at 6 pm

**9. Adjournment at 7:15 pm**

**Zimmermann motioned to adjourn.**

**Board seconded the motion. Motion carried unanimously. Meeting adjourned.**

**DOWNTOWN MAIN STREET RECONSTRUCTION TASK FORCE****Tuesday, July 22, 2025****2:30 pm IN-PERSON/VIRTUAL MEETING****Room 2044, City Hall, 106 Jones St, Watertown, WI****Virtual Meeting Info:** <https://us06web.zoom.us/join> Meeting ID: 617 065 5357 Passcode: 53094

One tap mobile +16469313860

<https://us06web.zoom.us/j/6170655357?pwd=96tcitGxXtZD4na19NqSUHQuENC2yf.1>

1. Call to order at 2:31 pm.
  - a. Attendance- Present: Mason Becker, Andrew Beyer, Mayor Stocks, Ald. Moldenhauer. Stefanie Broerer and Laurie Hoffman. Andy Grinwald at 2:32pm.  
Also present: Nathan Williams, Steph Mazzoni.  
Virtual: Ald. Arnett and Mike Trego. Amber Smith, Steven Porter (DOT), and Pedro Bautista (DOT) and at 2:32 PM. Steve Porter hopped off at 3:30.  
Absent: Ryan Wagner
2. Approval of prior meeting minutes
  - a. Approval of Minutes 5.27.25  
**Motioned by Hoffman, seconded by Moldenhauer, carried unanimously.**
3. Opening for public comment.
  - i. None
4. Old Business
  - a. Alleyway update
    - i. Alley C8 (behind Bismarks) is finished.
    - ii. Alley C11 (behind Literatus) planning this year for the construction next year
    - iii. Amber Smith thanked Andrew for this.
  - b. Downtown Business Meet-up on August 4<sup>th</sup> at 5:30pm
    - i. Stefanie is checking in with two local businesses to host this. The library is not available. Hopefully she will know by the end of the week. She will email everyone.
    - ii. Mason asked for good representation from the Task Force.
  - c. Update on raSmith Traffic Study
    - i. They are finalizing the study, and the report should be available in August.
    - ii. There is still the option that they could recommend keeping them one-way, but not likely. Reconstruction plans would have to change then.
5. New Business
  - a. Review and discuss the current project amenity timeline
    - i. This needs to go through Public Works and DOT yet.
    - ii. Hoffman brought up the amount of small bump outs and the costs. **Beyer will review and get clarification on these costs.**
    - iii. Arnett expressed an observation of another city that had bump outs put in and took them out 5 years later, and the amount being spent on the gateway. Hoffman gave a history on why the bump outs were chosen. Grinwald and Smith chimed in with safety concerns if no bump outs were put in. Smith commented on the gateway and the cost being worth it due to uniqueness.
  - b. Review and discuss possible water lateral program
    - i. There was a suggestion for the city to come up with a grant to help cover costs. Mason hasn't found any programs yet, noted that most communities in Wisconsin install them and then bill or special assess the property owners.

- ii. 2028 would be the time for the businesses to upgrade, while the road is under Mains are big enough to handle sprinklers but not the laterals.
- iii. Mason will continue to look for possibility of grants or low interest loans for businesses to use.
- c. Review and discuss support for businesses during reconstruction
  - i. Parttime project liaison
    - 1. Becker shared info from Lake Mills. Discussion on the cost and this person would need to be hired before the construction starts so they get comfortable with the project.
    - 2. **We will come back to this topic during the 2027 budget process**
  - ii. Park and rides
    - 1. Main St. program/Chamber/Tourism to be involved in coordinating this. Possibly for events. Stefanie will look into this.
  - iii. Other ideas
    - 1. Need more signage for the construction.
    - 2. City social media to put more out there to stress the opening of the roads to businesses. Get a calendar to media and then they will post.
    - 3. Looking into businesses co-sharing space on the open sides of the road.
    - 4. Pedro from DOT said the road will be done in 2 stages instead of 3 or 4 for less impact. **He will confirm and get back to us.**
  - d. Newsletter update-latest issue draft
    - i. No one had any comments or changes so Mason will send out for print this week. Will be out in a week or so.
- 6. Confirm next meeting date:
  - a. Regular meeting date: Sept. 24, 2025, at 2:30pm
    - i. Email Mason with any topics
  - b. Adjournment at 3:41 pm **Motioned by Moldenhauer, seconded by Broerer, carried unanimously**

# MEMO

## Fire Department

To: Common Council

From: Chief Tanya Reynen

Date: July 3, 2025

Subject: Informational Update- Ladder Truck and Traffic Control System

### Background

#### **Ladder Truck:**

Our 2007 ladder truck recently returned to service after an extended repair period, May 15-July 8, 2025. As the vehicle ages, replacement parts are becoming increasingly difficult to source, which contributed to the longer-than-usual downtime. The vendor we work with has provided excellent communication and service throughout the repair process, and the truck is now back in use.

The replacement ladder truck has been ordered, and we are currently awaiting final engineering plan approval from E-One. Once approved, we'll receive building and delivery timelines to secure funding in the delivery year capital expense.

#### **Traffic Control System:**

The Miovision Opticom traffic control system is now installed and fully operational on our first-out fire apparatus. Crews are actively documenting any issues during use, (only one minor issue reported). Both Miovision and Mid American Signal have been highly responsive—addressing minor adjustments quickly and even resolving a delayed intersection response before we reported it.

Next steps include installing the system on second-out vehicles, starting with the second-out ambulance, which is our most frequently used unit. We anticipate completing this installation in the coming months.

### Budget Goal

Maintains a safe and healthy community, with an eye toward future needs and trends

### Financial Impact

No financial impact.

### Recommendation

None, this memo is informational only.

Robert Stocks

TO: MEMBERS OF THE COMMON COUNCIL

I would appreciate your consideration of the following appointments:

**Ethics Board**

Joe Kallas – serving a partial term expiring February 1, 2026, replacing Mike Nienow.

Thank you for your consideration.

Robert Stocks, Mayor

# PAYROLL SUMMARIES

For the Period of: 6/25/2025 7/8/2025

Section 9, Item A.

Department	Employees FT PT	Regular Hours	Overtime Hours	Overtime Costs this Pay Period	Y-T-D Overtime Costs	Overtime Budget	Total Payroll
Police	51 2	4,042.00	232.00	12,893.44	119,822.14	183,000.00	163,599.21
Fire	30 2	3,306.00	265.75	10,508.59	156,505.84	170,000.00	102,813.12
Municipal Court	1 1	100.00	-	-	-	-	3,357.87
Mayor	1 -	80.00	-	-	-	-	3,562.89
Bldg. Inspection	3 4	276.50	-	-	-	-	9,712.98
Attorney	2 1	220.00	-	-	-	-	7,929.00
Finance	6 -	480.00	-	-	1,492.68	1,500.00	15,541.60
Media	2 2	190.00	-	-	-	-	5,045.40
Administration	3 2	288.00	-	-	-	-	9,850.30
Engineering	5 5	642.00	-	-	-	-	12,556.23
Health	9 3	826.25	-	-	-	3,000.00	28,141.56
Library	8 14	1,048.50	-	-	31.07	-	25,006.13
Municipal Building	1 -	80.00	2.50	90.64	326.30	1,546.00	2,054.46
Solid Waste	7 -	560.00	4.00	139.58	774.56	3,000.00	14,276.19
Street	23 1	1,871.00	19.00	803.35	9,461.32	35,500.00	61,005.42
Park	9 5	1,050.50	4.25	701.22	2,302.35	11,500.00	24,619.02
Forestry	2 -	160.00	8.25	-	-	-	6,068.00
Park/Rec Admin	7 1	560.00	-	-	65.58	520.00	17,842.12
Recreation and Pools	- 60	2,000.75	26.00	609.02	1,082.83	3,038.00	27,757.34
Wastewater	11 -	880.00	29.50	1,400.77	8,780.18	19,000.00	29,321.22
Water Dept.	11 -	880.00	11.50	452.39	3,888.67	47,000.00	30,469.19
Crossing Guards	- -	-	-	-	-	-	-
Police Reserve	- 8	81.75	-	-	-	-	1,237.78
Alderpersons (2nd PR)	- -	-	-	-	-	-	-
<b>TOTALS</b>	<b>192 FT 111 PT</b>	<b>19,623.25</b>	<b>602.75</b>	<b>27,599.00</b>	<b>304,533.52</b>	<b>478,604.00</b>	<b>601,767.03</b>

# PAYROLL SUMMARIES

For the Period of: 7/9/2025 7/22/2025

Section 9, Item A.

Department	Employees FT PT	Regular Hours	Overtime Hours	Overtime Costs this Pay Period	Y-T-D Overtime Costs	Overtime Budget	Total Payroll
Police	51 2	4,093.00	370.50	20,741.69	119,822.14	183,000.00	173,088.45
Fire	30 1	3,237.00	293.50	14,116.89	156,505.84	170,000.00	104,529.98
Municipal Court	1 1	100.00	-	-	-	-	3,357.87
Mayor	1 -	80.00	-	-	-	-	3,562.89
Bldg. Inspection	3 4	284.00	-	-	-	-	9,958.35
Attorney	2 1	196.00	-	-	-	-	9,437.64
Finance	6 -	480.00	-	-	1,492.68	1,500.00	15,541.60
Media	2 2	186.50	-	-	-	-	5,001.65
Administration	3 2	316.00	-	-	-	-	11,036.13
Engineering	5 5	683.50	-	-	-	-	12,602.71
Health	9 3	828.00	-	-	-	3,000.00	28,197.67
Library	8 14	1,033.25	-	-	31.07	-	24,739.98
Municipal Building	1 -	80.00	-	-	326.30	1,546.00	1,933.60
Solid Waste	7 -	560.00	0.25	8.78	774.56	3,000.00	14,279.00
Street	23 1	1,871.00	2.00	125.68	9,461.32	35,500.00	61,101.20
Park	9 5	993.75	7.75	294.35	2,302.35	11,500.00	23,295.15
Forestry	2 -	160.00	-	-	-	-	6,068.00
Park/Rec Admin	6 1	511.50	-	-	65.58	520.00	15,405.63
Recreation and Pools	- 59	2,007.50	58.50	1,366.15	1,082.83	3,038.00	28,482.35
Wastewater	11 -	880.00	18.50	888.91	8,780.18	19,000.00	28,678.21
Water Dept.	11 -	880.00	14.00	637.65	3,888.67	47,000.00	30,570.44
Crossing Guards	- -	-	-	-	-	-	-
Police Reserve	- 6	63.50	-	-	-	-	946.98
Alderpersons (2nd PR)	- 9	9.00	-	-	-	-	4,848.48
<b>TOTALS</b>	<b>191 FT 116 PT</b>	<b>19,533.50</b>	<b>765.00</b>	<b>38,180.10</b>	<b>304,533.52</b>	<b>478,604.00</b>	<b>616,663.96</b>

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

SPONSOR: ALDERPERSON DANA DAVIS  
FROM: PUBLIC SAFETY AND WELFARE COMMITTEE

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

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

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

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

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

DATE:	July 15, 2025		August 5, 2025	
READING:	1ST		2ND	
	YES	NO	YES	NO
DAVIS				
LAMPE				
BERG				
BARTZ				
BLANKE				
SMITH				
ARNETT				
WETZEL				
MOLDENHAUER				
MAYOR STOCKS				
TOTAL				

ADOPTED August 5, 2025

CITY CLERK

APPROVED August 5, 2025

MAYOR

ORDINANCE TO  
CREATE A PORTION OF SECTION 500-3(B), “STOP INTERSECTIONS”  
OF CHAPTER 500 TRAFFIC CODE OF THE CITY OF WATERTOWN  
GENERAL ORDINANCES

SPONSOR: ALDERPERSON DANA DAVIS  
FROM: PUBLIC SAFETY AND WELFARE COMMITTEE

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

SECTION 1. Section 500-3(B) “Stop intersections”, is hereby amended to add the following:

Intersection	Corners	Restriction
Bridge Street and Summit Ave	Northwest	Bridge Street shall stop for Summit Ave

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

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

DATE:	July 15, 2025		August 5, 2025	
READING:	1ST		2ND	
	YES	NO	YES	NO
DAVIS				
LAMPE				
BERG				
BARTZ				
BLANKE				
SMITH				
ARNETT				
WETZEL				
MOLDENHAUER				
MAYOR STOCKS				
TOTAL				

ADOPTED August 5, 2025

CITY CLERK

APPROVED August 5, 2025

MAYOR

**ORDINANCE TO  
AMEND SECTION 500-8 (F) OF THE CITY OF WATERTOWN GENERAL  
ORDINANCES**

**SPONSOR: ALDERPERSON DAVIS  
FROM: PUBLIC SAFETY AND WELFARE COMMITTEE**

WHEREAS, South Street, Benton Street, and Dakota Street are residential roadways and are not designated truck routes; and,

WHEREAS, West Street, Milford Street, and Hart Street are designated truck routes; and,

WHEREAS, increased heavy traffic on these specified residential roadways risks resident and roadway safety.

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

SECTION 1. Section 500-8 (F). Heavy traffic prohibited by posted signs, is hereby amended to read as follows:

(F) Heavy traffic prohibited by posted signs. The following streets are hereby designated "no heavy traffic allowed" by the posting of "No Truck" signs at their termini:

<b>Name of Street</b>	<b>Location</b>
<b>Benton Street</b> Carriage Hill Drive [Added by Ord. No. 03-01] Carr Street [Added by Ord. No. 10-24] Clyman Street College Street Corner Street [Added by Ord. No. 10-20]	<b>From South Street to West Street</b> From West Main Street to Endeavour Drive  From South Tenth Street to South Twelfth Street  From South Third Street to South Tenth Street From East Main Street to Campus Street From East Main Street to College Avenue
<b>Dakota Street</b> East Milwaukee Street Endeavour Drive [Added by Ord. No. 03-01] Mary Street Mary Street Meadow Street River Drive Scot Street	<b>From Hart Street to Franklin Street</b> From South Fourth Street to South Seventh Street From Carriage Hill Drive to North Church Street  From River Drive to South Twelfth Street From Theresa Street to Terry Lane From Dayton Street to South Votech Drive From Stimpson Street to Boomer Street From West Main Street to Meadow Street

**Name of Street**

[Added by Ord. No. 08-14]

**South Street**

South Ninth Street

[Added by Ord. No. 93-44]

South Votech Drive

South Washington Street

Stimpson Street

Terry Lane

West Division Street

William Street

[Added by Ord. No. 96-30]

**Location**

**From Milford Street to Benton Street**

From Western Avenue to Boomer Street

From West Main Street to Meadow Street

From West Milwaukee Street to Emmet Street

From South Church Street to Riverview Lane

From Mary Street to Clark Street

From West Main Street to Fremont Street

From Wakoka Street to River Drive

(1) The public right-of-way alley extending between points originating, at the entrance, the west side of Bonner Street, and at the exit, the east side of Lowell Street, approximately 120 feet from the south side of Wilbur Street and approximately 120 feet from the north side of West Main Street. [Added by Ord. No. 13-29]

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

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

DATE:	July 15, 2025		August 5, 2025	
READING:	1ST		2ND	
	YES	NO	YES	NO
DAVIS				
LAMPE				
BERG				
BARTZ				
BLANKE				
SMITH				
ARNETT				
WETZEL				
MOLDENHAUER				
MAYOR STOCKS				
TOTAL				

ADOPTED August 5, 2025

\_\_\_\_\_

CITY CLERK

APPROVED August 5, 2025

\_\_\_\_\_

MAYOR

**ORDINANCE TO  
AMEND SECTION 38-4, BOND DEPOSIT SCHEDULE OF THE CITY OF  
WATERTOWN GENERAL ORDINANCES**

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

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

SECTION 1. Section 38-4 of the City of Watertown General Ordinance is hereby amended to read as follows:

§ 38-4 Bond deposit schedule.

The Municipal Judge shall establish and submit to the Common Council for approval a bond deposit schedule. ~~When The~~ approved bond deposit schedule shall be kept by the City Clerk, and copies shall be kept in the offices of the City Clerk-Municipal Court and Police Department.

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

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

DATE:	July 15, 2025		August 5, 2025	
READING:	1ST		2ND	
	YES	NO	YES	NO
DAVIS				
LAMPE				
BERG				
BARTZ				
BLANKE				
SMITH				
ARNETT				
WETZEL				
MOLDENHAUER				
MAYOR STOCKS				
TOTAL				

ADOPTED August 5, 2025

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

APPROVED August 5, 2025

\_\_\_\_\_  
MAYOR

**ORDINANCE TO  
AMEND CHAPTER 550  
OFFICIAL ZONING MAP OF THE CITY OF WATERTOWN**

**SPONSOR: MAYOR STOCKS  
FROM: PLAN COMMISSION WITH POSITIVE RECOMMENDATION**

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

SECTION 1. The following described property, City of Watertown, Jefferson County, Wisconsin is hereby altered and changed from Multi-Family Residential (MR-8) Zoning District to Central Business (CB) Zoning District classifications as follows (Exhibit A):

The West 65 feet of the North 45 feet of Lot 3, in Block 14, according to Cole, Bailey, & Co.’s Original Plat of Watertown, East side of Rock River, as recorded in the First Ward of the City of Watertown, Jefferson County, Wisconsin. (213 S. First Street, PIN 291-0815-0421-161)

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

SECTION 4. This ordinance shall take effect and be in force the day after its passage and publication.

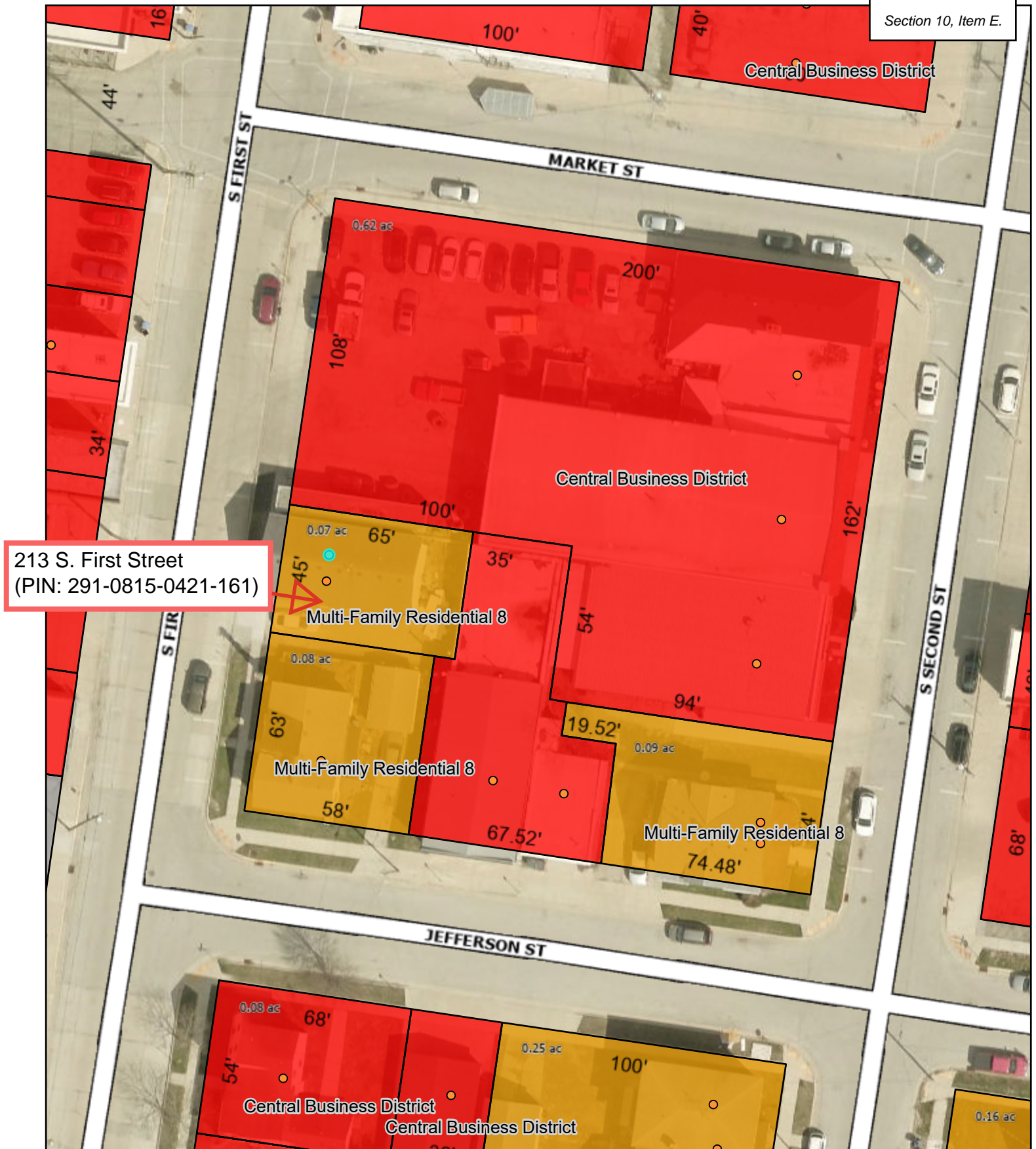
DATE:	Aug 5, 2025		Aug 19, 2025	
READING:	1ST		2ND	
	YES	NO	YES	NO
DAVIS				
LAMPE				
BERG				
BARTZ				
BLANKE				
SMITH				
ARNETT				
WETZEL				
MOLDENHAUER				
MAYOR STOCKS				
TOTAL				

ADOPTED August 19, 2025

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

APPROVED August 19, 2025

\_\_\_\_\_  
MAYOR



City Boundary	Two-Family Residential-6	Planned Office And Institutional	Central Business District
Parcel Boundary	Multi-Family Residential-8	Neighborhood Office	Planned Industrial
Address Points	Multi-Family Residential-10	Neighborhood Business	General Industrial
<b>Base Zoning</b>	Senior Residential	Planned Business	Heavy Industrial
Single-Family Residential-4	Rural Holding	General Business	



City of Watertown Geographic Information System

Scale: 1:527 Printed on: June 13, 2013  
SCALE BAR = 1" Author:

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



**ORDINANCE TO  
AMEND CHAPTER 550  
OFFICIAL ZONING MAP OF THE CITY OF WATERTOWN**

**SPONSOR: MAYOR STOCKS  
FROM: PLAN COMMISSION WITH POSITIVE RECOMMENDATION**

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

SECTION 1. The following described property, City of Watertown, Jefferson County, Wisconsin is hereby altered and changed from a Planned Office & Institutional (PO) Zoning District to Planned Industrial (PI) Zoning District classification as follows (Exhibit A):

Lot 1, Certified Survey Map No. 6509, recorded as Document Number 1488795, being a redivision of Lot 3 of CSM #6089, located in the Southeast ¼ and Southwest ¼ of the Northwest ¼ and the Northeast ¼ and Northwest ¼ of the Southwest ¼ of Section 8, Town 8 North, Range 15 East, in the City of Watertown, Jefferson County, State of Wisconsin. (Parcel Number 291-0815-0832-005)

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

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

DATE:	Aug 5, 2025		Aug 19, 2025	
READING:	1ST		2ND	
	YES	NO	YES	NO
DAVIS				
LAMPE				
BERG				
BARTZ				
BLANKE				
SMITH				
ARNETT				
WETZEL				
MOLDENHAUER				
MAYOR STOCKS				
TOTAL				

ADOPTED August 19, 2025

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

APPROVED August 19, 2025

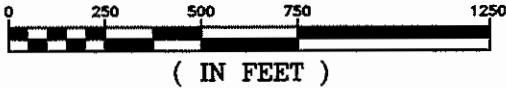
\_\_\_\_\_  
MAYOR

EXHIBIT A

CERTIFIED SURVEY MAP No. \_\_\_\_\_

Being a redivision of Lot 3 of Certified Survey Map No. 6089, located in the SE 1/4 and SW 1/4 of the NW 1/4 and the NE 1/4 and NW 1/4 of the SW 1/4 of Section 8, T8N, R15E, City of Watertown, Jefferson County, Wisconsin.

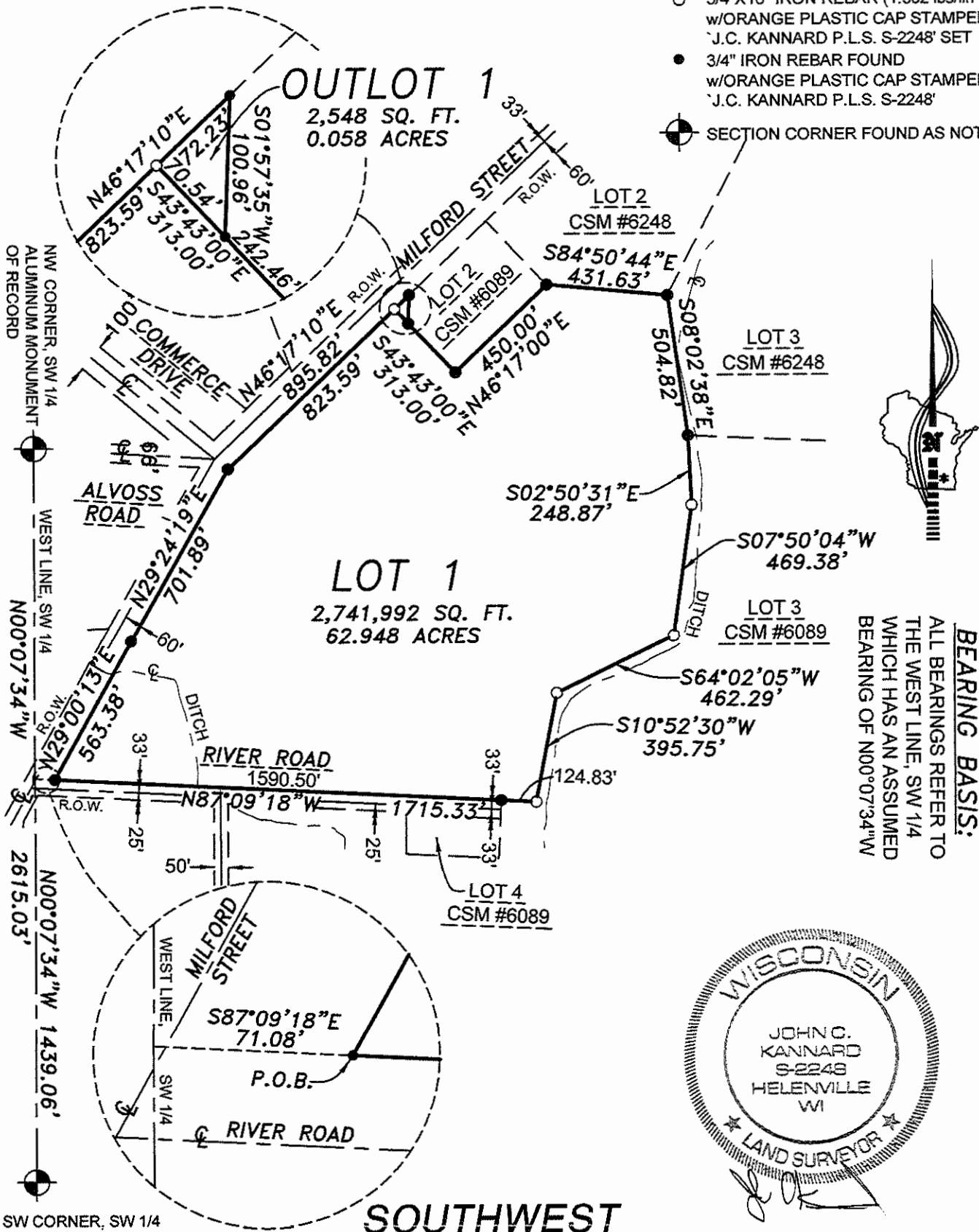
GRAPHIC SCALE



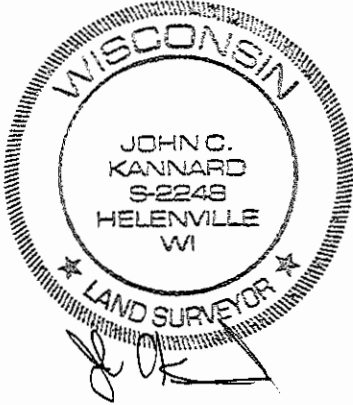
LEGEND

- 3/4"X18" IRON REBAR (1.502 lbs/lin ft) w/ORANGE PLASTIC CAP STAMPED "J.C. KANNARD P.L.S. S-2248" SET
- 3/4" IRON REBAR FOUND w/ORANGE PLASTIC CAP STAMPED "J.C. KANNARD P.L.S. S-2248"

SECTION CORNER FOUND AS NOTED



BEARING BASIS:  
ALL BEARINGS REFER TO THE WEST LINE, SW 1/4 WHICH HAS AN ASSUMED BEARING OF N00°07'34"W



SW CORNER, SW 1/4 ALUMINUM MONUMENT OF RECORD

SOUTHWEST

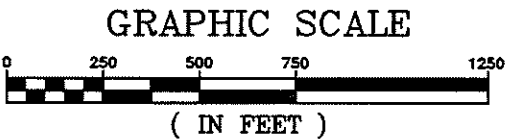
SURVEYING & ASSOCIATES, Inc.

W1065 COUNTY ROAD CI, HELENVILLE, WI. 53137  
262-495-4910  
920-674-4884

JOB No.: W-224126  
DATE: JULY 23, 2024  
SHEET 1 OF 3

CERTIFIED SURVEY MAP No. \_\_\_\_\_

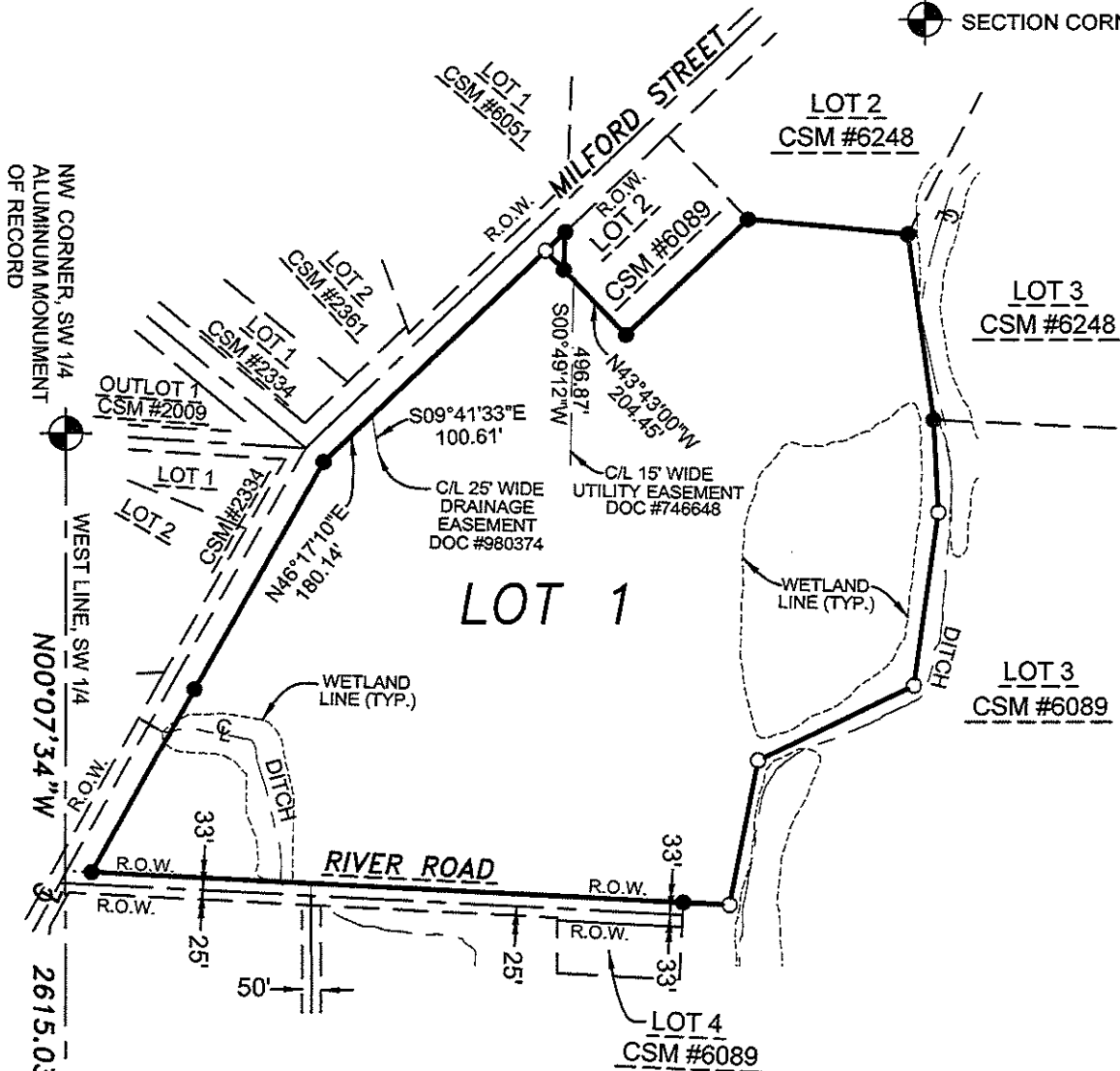
Being a redivision of Lot 3 of Certified Survey Map No. 6089, located in the SE 1/4 and SW 1/4 of the NW 1/4 and the NE 1/4 and NW 1/4 of the SW 1/4 of Section 8, T8N, R15E, City of Watertown, Jefferson County, Wisconsin.



LEGEND

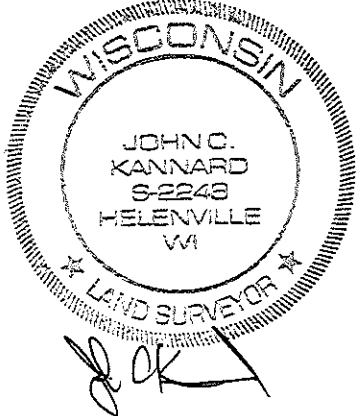
- 3/4"X18" IRON REBAR (1.502 lbs/lin ft) w/ORANGE PLASTIC CAP STAMPED "J.C. KANNARD P.L.S. S-2248" SET
- 3/4" IRON REBAR FOUND w/ORANGE PLASTIC CAP STAMPED "J.C. KANNARD P.L.S. S-2248"

SECTION CORNER FOUND AS NOTED



**BEARING BASIS:**  
ALL BEARINGS REFER TO THE WEST LINE, SW 1/4 WHICH HAS AN ASSUMED BEARING OF N00°07'34\"/>

- Notes:**
- 1) Lot 1 and Outlot 1 have an Airport Protection Zone elevation limit ranging from 903 to 968 feet above mean sea level for all buildings, structures and objects of natural growth; whether or not such buildings, structures and objects of natural growth are in existence.
  - 2) Wetland lines shown is a graphic only representation of the GIS data supplied by the Jefferson County Land Information Office and were not field verified.



SW CORNER, SW 1/4 ALUMINUM MONUMENT OF RECORD

**SOUTHWEST**  
SURVEYING & ASSOCIATES, Inc.  
W1065 COUNTY ROAD CI, HELENVILLE, WI. 53137  
262-495-4910  
920-674-4884

JOB No.: W-224126  
DATE: JULY 23, 2024  
SHEET 2 OF 3

CERTIFIED SURVEY MAP No. \_\_\_\_\_

Being a redivision of Lot 3 of Certified Survey Map No. 6089, located in the SE 1/4 and SW 1/4 of the NW 1/4 and the NE 1/4 and NW 1/4 of the SW 1/4 of Section 8, T8N, R15E, City of Watertown, Jefferson County, Wisconsin.

SURVEYOR'S CERTIFICATE

I, John C. Kannard, Professional Land Surveyor No. 2248, hereby certify: That I have surveyed, divided, mapped this Certified Survey Map being a Being a redivision of Lot 3 of Certified Survey Map No. 6089, located in the SE 1/4 and SW 1/4 of the NW 1/4 and the NE 1/4 and NW 1/4 of the SW 1/4 of Section 8, T8N, R15E, City of Watertown, Jefferson County, Wisconsin, bounded and described as follows:

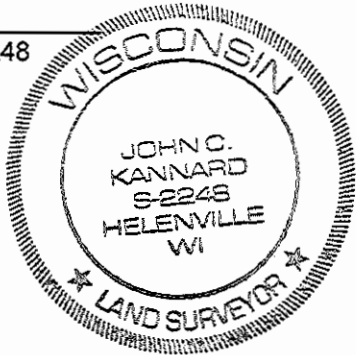
Commencing at the Aluminum Monument that marks the Southwest corner of the SW 1/4 of said Section 8; Thence N00°07'34"W, along the West line of said SW 1/4, a distance of 1439.06 feet; Thence S87°09'18"E, a distance of 71.08 feet, to a Found 3/4" Iron Rebar with Orange Plastic Cap stamped J.C. Kannard P.L.S. S-2248" (3/4" F.I.R.) that marks the the Easterly Right of Way (R.O.W.) of Milford Street and Northerly Right of Way of River Road, said point also being the POINT OF BEGINNING of the lands to be described: Thence N29°00'13"E, along said Easterly R.O.W. line, a distance of 563.38 feet, to a 3/4" F.I.R.; Thence N29°24'19"E, along said Easterly R.O.W. line, a distance of 701.89 feet, to a 3/4" F.I.R.; Thence N46°17'10"E, along said Easterly R.O.W. line, a distance of 895.82 feet, to a 3/4" F.I.R. that marks the Southerly line of Lot 2 of Certified Survey Map No. 6089 as recorded in the Jefferson County Register of Deeds Office in Volume 35 of Certified Survey Maps on Pages 278-285 as Document No. 1428519; Thence S01°57'35"W, along said Southerly line, a distance of 100.96 feet, to a 3/4" F.I.R. that marks an angle point; Thence S43°43'00"E, along said Southerly line, a distance of 242.46 feet, to a 3/4" F.I.R.; Thence N46°17'00"E, along the Easterly Line of said Lot 2, a distance of 450.00 feet, to a 3/4" F.I.R. that marks the Northeasterly corner of said Lot 2; Thence S84°50'44"E, along the Southerly line of Lot 2 of Certified Survey Map No. 6248 as recorded in the Jefferson County Register of Deeds Office in Volume 36 of Certified Survey Maps on Pages 352-355 as Document No. 1456740, a distance of 431.63 feet, to a 3/4" F.I.R. that marks the Southeast corner of said Lot 2 and the Westerly line of Lot 3 of said Certified Survey Map No. 6248; Thence S08°02'38"E, along said Westerly line, a distance of 504.82 feet, to a 3/4" F.I.R. that marks the Southwesterly corner of Lot 3 of said Certified Survey Map No. 6248; Thence S02°50'31"E, a distance of 248.87 feet, to a Set 3/4"x18" Iron Rebar (1.502 lbs/ lin ft) with an orange plastic cap stamped "J.C. Kannard P.L.S. S-2248" (Set 3/4" Rebar); Thence S07°50'04"W, a distance of 469.38 feet, to a Set 3/4" Rebar; Thence S64°02'05"W, a distance of 462.29 feet, to a Set 3/4" Rebar; Thence S10°52'30"W, a distance of 395.75 feet, to a Set 3/4" Rebar; Thence N87°09'18"W, along the Northerly R.O.W. of River Road, and said line extended, a distance of 1715.33 feet, to the POINT OF BEGINNING, containing 2,744,547 square feet or 63.006 acres of land, more or less.

Subject to all rights, reservations, restrictive covenants and easements of record.

I further certify that I have made this survey and map under the direction of City of Watertown, owner of said lands, and that this Certified Survey Map is a correct representation of the boundary surveyed and described and that I have complied fully with the provisions of Chapter 236.34 of the State of Wisconsin Statutes, and the Subdivision Ordinance of Jefferson County, Wisconsin in surveying and mapping same.

Certified this 23rd day of July, 2024

  
John C. Kannard, P.L.S. 2248



CITY OF WATERTOWN PLAN COMMISSION APPROVAL:

This Certified Survey Map is hereby approved by the Plan Commission of the City of Watertown.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024  
Emily McFarland, Mayor

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024  
Megan Dunneisen, City Clerk

**ORDINANCE TO  
AMEND SECTION 428-11 OF THE CITY OF WATERTOWN GENERAL  
ORDINANCES**

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

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

SECTION 1. § 428-11 of the Watertown Code of Ordinances is hereby amended to read as follows:

The Watertown Farmers Market, which occurs within the corporate City limits of the City of Watertown on each Tuesday of each month between May and November, shall be administered by the Watertown Area Chamber of Commerce or Watertown Main Street Program. Subject to the following restrictions, the operation and promotion of the event, including the establishment of rules and regulations governing the vendors, the location of the vendors' leased stalls, and appropriate fees, are delegated to the Chamber of Commerce or Watertown Main Street Program, which shall retain all revenues that it generates.

- A. Location of farmers market. The farmers market may be held within the border of Riverside Park, which includes the volleyball area, the ball diamonds, the island, swimming pool and entire area between Labaree Street and the Rock River from Boughton Street west up to and including the west playground area. as defined at § 428-15 of Article IV of this chapter. A person who has leased space shall not place any merchandise outside of the limits of the stall assigned by the Watertown Area Chamber of Commerce or Watertown Main Street Program and must stay within the perimeter of his leased area. Sale of merchandise by any firm or person at the farmers market other than within the confines of leased stalls as mentioned hereinabove is prohibited.
- B. Sale of livestock. No person shall offer for sale, barter, trade or give away any animals at the farmers market.
- C. Anne Street (East of Labaree Street and West of the Aquatic Center entrance) may be closed to thru traffic during the hours of the Watertown Farmers Market.

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

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

DATE:	Aug 5, 2025		Aug 19, 2025	
READING:	1ST		2ND	
	YES	NO	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

**RESOLUTION**  
**APPROVING THE LAND PURCHASE FOR PROPERTY LOCATED AT**  
**510 SOUTH SECOND STREET, CITY OF WATERTOWN, JEFFERSON**  
**COUNTY, WISCONSIN**

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

**WHEREAS**, the Watertown Department of Public Health desires to purchase the parcel situated at 510 South Second Street (Parcel Number 291-0815-0424-040) to increase the space needed to provide the necessary room to expand the outreach programs, ensuring their success and accessibility; and,

**WHEREAS**, the City of Watertown and the parcel owner have agreed to enter into purchase negotiations for transfer and acquisition of this parcel of real estate to/by the City.

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

That the City Staff is hereby authorized to enter into the OTP a copy of which is attached hereto as Exhibit A with the parcel owner for the purchase of the parcel located at 510 South Second Street (Parcel Number 291-0815-0424-040).

That the City of Watertown offers/authorizes allocation and expenditure of the sum of \$40,000.00 (Forty-Thousand Dollars) for the purchase of said parcel located at 510 South Second Street (Parcel Number 291-0815-0424-040) to the parcel owner.

That the City of Watertown will acquire fee simple interest, if any interest, in the within described real property, and, the funding source for this purchase would be ARPA funding.

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 5, 2025

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

APPROVED August 5, 2025

\_\_\_\_\_  
MAYOR

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

1 **LICENSEE DRAFTING THIS OFFER ON** \_\_\_\_\_ **[DATE] IS (AGENT OF BUYER)**  
2 **(AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE**  
3 The Buyer, City of Watertown a Wisconsin Municipal Corporation,  
4 offers to purchase the Property known as 510 South Second Street, Parcel Number 291-0815-0424-040  
5  
6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 655-660, or attach  
7 as an addendum per line 682] in the City of Watertown, County  
8 of Jefferson Wisconsin, on the following terms:  
9 **PURCHASE PRICE** The purchase price is Forty Thousand Dollars and No/100  
10 Dollars (\$ 40,000.00).  
11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date  
12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: \_\_\_\_\_  
13  
14 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**  
15 **or not included. Annual crops are not part of the purchase price unless otherwise agreed.**  
16 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at  
17 lines 12-13) and the following: \_\_\_\_\_  
18  
19 **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented**  
20 **and will continue to be owned by the lessor.**  
21 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be  
22 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage  
23 to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not  
24 limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations  
25 and docks/piers on permanent foundations.  
26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 655-660 or in**  
27 **an addendum per line 682.**  
28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer  
29 on or before \_\_\_\_\_.  
30 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.  
31 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**  
32 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical  
33 copies of the Offer.  
34 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**  
35 **Deadlines running from acceptance provide adequate time for both binding acceptance and performance.**  
36 **CLOSING** This transaction is to be closed on \_\_\_\_\_  
37  
38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,  
39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.  
40 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**  
41 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**  
42 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**  
43 **transfer instructions.**  
44 **EARNEST MONEY**  
45 ■ EARNEST MONEY of \$ \_\_\_\_\_ accompanies this Offer.  
46 If the Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.  
47 ■ EARNEST MONEY of \$ 3,000.00 will be mailed, or commercially, electronically  
48 or personally delivered within 30 days ("5" if left blank) after acceptance.  
49 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as  
50 Security Title & Closing Services, LLC) **STRIKE THOSE NOT APPLICABLE**  
51 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).  
52 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**  
53 **attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special**  
54 **disbursement agreement.**  
55 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

56 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accept  
57 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository  
58 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall  
59 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according  
60 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been  
61 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the  
62 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;  
63 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)  
64 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain  
65 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the  
66 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

67 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties  
68 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest  
69 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party  
70 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified  
71 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order  
72 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of  
73 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their  
74 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good  
75 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional  
76 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

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

80 . If "Time is of the Essence" applies to a date or Deadline,  
81 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date  
82 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

83 **VACANT LAND DISCLOSURE REPORT** Wisconsin law requires owners of real property that does not include any  
84 buildings to provide Buyers with a Vacant Land Disclosure Report. Excluded from this requirement are sales exempt from  
85 the real estate transfer fee and sales by certain court-appointed fiduciaries, for example, personal representatives, who  
86 have never occupied the Property. The form of the Report is found in Wis. Stat. § 709.033. The law provides: "§ 709.02  
87 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale . . . , to  
88 the prospective buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report  
89 within the 10 days may, within 2 business days after the end of that 10-day period, rescind the contract of sale . . . by  
90 delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if  
91 a Vacant Land Disclosure Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is  
92 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding  
93 rescission rights.

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has  
95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in  
96 Seller's Vacant Land Disclosure Report dated \_\_\_\_\_, which was received by Buyer prior to Buyer  
97 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**  
98 and None

99 \_\_\_\_\_  
100 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

101 "Conditions Affecting the Property or Transaction" are defined to include:

- 102 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.
- 103 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value  
104 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 105 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other  
106 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum  
107 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup  
108 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.
- 109 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface  
110 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous  
111 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other  
112 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil  
113 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.
- 114 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.
- 115 f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine  
117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission  
118 lines located on but not directly serving the Property.

119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic  
120 substances on neighboring properties.

121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the  
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or  
123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but  
124 that are not closed or abandoned according to applicable regulations.

125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic  
126 system serving the Property not closed or abandoned according to applicable regulations.

127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or  
128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel  
129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may  
130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;  
131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department  
132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use  
133 or not. Department regulations may require closure or removal of unused tanks.)

134 k. Existing or abandoned manure storage facilities located on the property.

135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;  
136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special  
137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.

138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special  
139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division  
140 involving the Property without required state or local permits.

141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit  
142 and there are common areas associated with the Property that are co-owned with others.

143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,  
144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan  
145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that  
146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the  
147 county.

148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning  
149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation  
150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated  
151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization  
152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or  
153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-  
154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements  
155 other than recorded utility easements.

156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment  
157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.

158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop  
159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.

160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will  
161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or  
162 similar group of which the Property owner is a member.

163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint  
164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but  
165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,  
166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of  
167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.

168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an  
169 existing condition.

170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting  
171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.

172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.

173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.

174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or  
175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.

176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other  
177 Defect or material condition.

- 178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites of  
179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).  
180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a  
181 lease agreement or an extension of credit from an electric cooperative.

182 ☐ **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within \_\_\_\_\_ days ("15" if left blank) after acceptance  
183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,  
184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation  
185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,  
186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with  
187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This  
188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice  
189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or  
190 payback obligation.

191 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such**  
192 **programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program**  
193 **such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not**  
194 **continued after sale. The Parties agree this provision survives closing.**

195 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)  
196 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive  
197 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders  
198 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the  
199 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the  
200 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL  
201 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan  
202 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,  
203 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program  
204 and may result in the assessment of penalties. For more information call the local DNR forester or visit  
205 <https://dnr.wisconsin.gov/topic/forestry>.

206 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that  
207 would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural  
208 land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge.  
209 To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's  
210 Equalization Bureau or visit <http://www.revenue.wi.gov/>.

211 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such  
212 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the  
213 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or  
214 visit <http://www.datcp.state.wi.us/> for more information.

215 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.  
216 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant  
217 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as  
218 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.  
219 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service  
220 Agency office or visit <http://www.fsa.usda.gov/>.

221 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with  
222 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000  
223 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards  
224 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that  
225 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must  
226 conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/>.  
227 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland  
228 zoning restrictions, if any.

229 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares  
230 where one or both of the properties is used and occupied for farming or grazing purposes.

231 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**  
232 **occupied for farming or grazing purposes.**

233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,  
234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely  
235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning  
236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses  
237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,  
238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental  
239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the  
240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain  
241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 682).

242 Buyer should review any plans for development or use changes to determine what issues should be addressed  
 243 contingencies.

244 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or  
 245 documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on  
 246 lines 256-281 shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days ("30" if left blank) after acceptance, delivers: (1)  
 247 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence  
 248 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,  
 249 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions  
 250 checked at lines 256-281.

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of: Government, public use or institutional

252 \_\_\_\_\_  
 253 \_\_\_\_\_ [insert proposed use  
 254 and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to  
 255 purchase, e.g. 1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].

256 ☐ **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines  
 257 251-255.

258 ☐ **SUBSOILS:** Written evidence from a qualified soils expert that the Property is free of any subsoil condition that  
 259 would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such  
 260 development.

261 ☐ **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a  
 262 certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must  
 263 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of  
 264 the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of  
 265 the following POWTS that is approved by the State for use with the type of property identified at lines 251-255 CHECK

266 ALL THAT APPLY: ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding  
 267 tank; ☐ other: \_\_\_\_\_.

268 ☒ **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions  
 269 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or  
 270 significantly delay or increase the costs of the proposed use or development identified at lines 251-255.

271 ☒ **APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the  
 272 granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items  
 273 related to Buyer's proposed use: \_\_\_\_\_  
 274 \_\_\_\_\_.

275 ☐ **UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at  
 276 the lot line, across the street, etc.) CHECK AND COMPLETE AS APPLICABLE:

277 ☐ electricity \_\_\_\_\_; ☐ gas \_\_\_\_\_; ☐ sewer \_\_\_\_\_;

278 ☐ water \_\_\_\_\_; ☐ telephone \_\_\_\_\_; ☐ cable \_\_\_\_\_;

279 ☐ other \_\_\_\_\_.

280 ☐ **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public  
 281 roads.

282 ☐ **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) STRIKE ONE ("Buyer" if neither  
 283 stricken) obtaining the following, including all costs: a CHECK ALL THAT APPLY ☐ rezoning; ☐ conditional use permit;  
 284 ☐ variance; ☐ other \_\_\_\_\_ for the Property for its proposed use described at lines 251-255.

285 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within \_\_\_\_\_ days of  
 286 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

287 ☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller  
 288 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by  
 289 a registered land surveyor, within \_\_\_\_\_ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) STRIKE ONE  
 290 ("Seller's" if neither is stricken) expense. The map shall show minimum of \_\_\_\_\_ acres, maximum of \_\_\_\_\_  
 291 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the  
 292 Property, the location of improvements, if any, and: \_\_\_\_\_  
 293 \_\_\_\_\_.

294 STRIKE AND COMPLETE AS APPLICABLE. Additional map features that may  
 295 be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot  
 296 dimensions; total acreage or square footage; easements or rights-of-way.

297 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required**  
 298 **to obtain the map when setting the deadline.**

299 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers  
 300 to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially  
 301 inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of  
 302 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to

provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer d  
notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

**INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a  
part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing  
of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel  
source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or  
building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's  
inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the  
contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise  
provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

**NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of  
the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any  
other material terms of the contingency.**

Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed  
unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to  
Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution that may be required to be  
reported to the Wisconsin Department of Natural Resources.

☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

(1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date  
on line 1 of this Offer that discloses no Defects.

(2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an  
inspection of \_\_\_\_\_

\_\_\_\_\_ (list any Property component(s)  
to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

(3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided  
they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent  
inspector or independent qualified third party.

Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

**CAUTION: Buyer should provide sufficient time for the Property inspection and/or any specialized inspection(s),  
as well as any follow-up inspection(s).**

This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days ("15" if left blank) after acceptance, delivers  
to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the  
Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

**CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent  
of which Buyer had actual knowledge or written notice before signing this Offer.

**NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the  
value of the Property; that would significantly impair the health or safety of future occupants of the Property; or  
that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life  
of the premises.**

■ **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure the Defects.

If Seller has the right to cure, Seller may satisfy this contingency by:

(1) delivering written notice to Buyer within \_\_\_\_\_ ("10" if left blank) days after Buyer's delivery of the Notice of Defects  
stating Seller's election to cure Defects;

(2) curing the Defects in a good and workmanlike manner; and

(3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

(1) Seller does not have the right to cure; or

(2) Seller has the right to cure but:

(a) Seller delivers written notice that Seller will not cure; or

(b) Seller does not timely deliver the written notice of election to cure.

**IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.**

☐ **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written  
\_\_\_\_\_ [loan type or specific lender, if any] first mortgage loan commitment as described  
below, within \_\_\_\_\_ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$  
\_\_\_\_\_ for a term of not less than \_\_\_\_\_ years, amortized over not less than \_\_\_\_\_ years. Initial  
monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_. Buyer acknowledges that lender's  
required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance  
premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees  
to pay discount points in an amount not to exceed \_\_\_\_\_% ("0" if left blank) of the loan. If Buyer is using multiple loa

sources or obtaining a construction loan or land contract financing, describe at lines 655-660 or in an addendum per line 682. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow lender's appraiser access to the Property.

■ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

■ **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.**

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

☐ **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed \_\_\_\_\_%. The initial interest rate shall be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_% ("2" if left blank) at the first adjustment and by not more than \_\_\_\_\_% ("1" if left blank) at each subsequent adjustment. The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus \_\_\_\_\_% ("6" if left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.

This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment (even if subject to conditions) that is:

(1) signed by Buyer; or,

(2) accompanied by Buyer's written direction for delivery.

Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy this contingency.

**CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**

■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 357, Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of written loan commitment from Buyer.

■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability.

☐ **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

(1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394: or

(2) the Deadline for delivery of the loan commitment on line 357,

to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

**IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within \_\_\_\_\_ days ("7" if left blank) after acceptance, Buyer shall deliver to Seller either:

(1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close; or

(2) \_\_\_\_\_ [Specify documentation Buyer agrees to deliver to Seller].

If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing commitment contingency.

☒ **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than the agreed upon purchase price.

This contingency shall be deemed satisfied unless Buyer, within 20 days after acceptance, delivers to Seller a copy of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting to the appraised value.

■ **RIGHT TO CURE:** Seller (shall) (shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have the right to cure.

If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase price to the value shown on the appraisal report within \_\_\_\_\_ days ("5" if left blank) after Buyer's delivery of the appraisal report.

report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price. This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written appraisal report and:

- (1) Seller does not have the right to cure; or
- (2) Seller has the right to cure but:
  - (a) Seller delivers written notice that Seller will not adjust the purchase price; or
  - (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal report.

**NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.**

☐ **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at \_\_\_\_\_ (the Deadline). If closing does not occur by the Deadline, this Offer shall become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of bridge loan shall not extend the closing date for this Offer.

☐ **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within \_\_\_\_\_ hours ("72" if left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

- (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;
- (2) Written waiver of \_\_\_\_\_ (name other contingencies, if any); and
- (3) Any of the following checked below:
  - ☐ Proof of bridge loan financing.
  - ☐ Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

Other: \_\_\_\_\_  
 [insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

☐ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than \_\_\_\_\_ days ("7" if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this Offer becomes primary.

☐ **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) STRIKE ONE ("Buyer" if neither is stricken).

☐ **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners association assessments, fuel and \_\_\_\_\_.

**CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

Real estate taxes shall be prorated at closing based on CHECK BOX FOR APPLICABLE PRORATION FORMULA:

☐ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED.

☐ Current assessment times current mill rate (current means as of the date of closing).

☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

☒ 2025 Real Estate Taxes will not be prorated. The Seller will be responsible for all of 2025 Real Estate Taxes.

**CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.**

☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5

days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing.  
 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation  
 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

### **TITLE EVIDENCE**

■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land Disclosure Report and in this Offer, general taxes levied in the year of closing and None

(insert other allowable exceptions from title, if any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

**WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use other than the current use.**

■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's lender and recording the deed or other conveyance.

■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's) ~~STRIKE ONE~~ ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516-523).

■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney or Buyer not more than 15 days after acceptance ("15" if left blank), showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within 30 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have 15 days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution describing the planned improvements and the assessment of benefits.

**CAUTION: Consider a special agreement if area assessments, property owners association assessments, special charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

■ **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) ~~STRIKE ONE~~ lease(s), if any, are \_\_\_\_\_

\_\_\_\_\_. Insert additional terms, if any, at lines 655-660 or attach as an addendum per line 682.

### **DEFINITIONS**

■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive

545 registered mail or make regular deliveries on that day.

546 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by  
547 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the  
548 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner  
549 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of  
550 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by  
551 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific  
552 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

553 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would  
554 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would  
555 significantly shorten or adversely affect the expected normal life of the premises.

556 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

557 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both the buyer and the Seller.

558 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

559 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX ( ☐ ) are part of  
560 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

561 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, or total acreage or square  
562 footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate because of rounding, formulas  
563 used or other reasons, unless verified by survey or other means.

564 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land**  
565 **dimensions, if material.**

566 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of  
567 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the  
568 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession  
569 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession  
570 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,  
571 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this  
572 Offer to the seller or seller's agent of another property that Seller intends on purchasing.

573 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier  
574 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for  
575 ordinary wear and tear.

576 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an  
577 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer  
578 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of  
579 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than  
580 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of  
581 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such  
582 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit  
583 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed  
584 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring  
585 the Property.

586 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by  
587 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no  
588 significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and  
589 that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in  
591 this Offer at lines 655-660 or in an addendum attached per line 682, or lines 534-538 if the Property is leased. At time of  
592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging  
593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

594 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and  
595 conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting  
596 party to liability for damages or other legal remedies.

597 If Buyer defaults, Seller may:

- 598 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or  
599 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual  
600 damages.

601 If Seller defaults, Buyer may:

- 602 (1) sue for specific performance; or  
603 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

604 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that  
605 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party  
606 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.  
607 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the  
608 arbitration agreement.

609 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**  
610 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**  
611 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**  
612 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**  
613 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

614 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller  
615 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds  
616 and inures to the benefit of the Parties to this Offer and their successors in interest.

617 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons  
618 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>  
619 or by telephone at (608) 240-5830.

620 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)  
621 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the  
622 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding  
623 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign  
624 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the  
625 amount of any liability assumed by Buyer.

626 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**  
627 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**  
628 **upon the Property.**

629 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a  
630 condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers  
631 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 637-639 apply.

632 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified  
633 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's  
634 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,  
635 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this  
636 Offer and proceed under lines 601-608.

637 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the  
638 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding  
639 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

640 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,  
641 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC  
642 § 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall  
643 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also  
644 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,  
645 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

646 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**

647 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption  
648 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding  
649 FIRPTA.

650 **SELLER PAYMENT OF COMPENSATION TO BUYER'S FIRM:** Seller agrees to pay to Buyer's Firm the amount of  
651 \_\_\_\_\_ (e.g., dollar amount, % of purchase price, etc.), toward Buyer's brokerage  
652 fees at closing. Payment made under this provision represents an economic adjustment only and does not create any  
653 agency relationship between Buyer's Firm and Seller, and the Parties agree Buyer's Firm is a direct and intended third party  
654 beneficiary of this contract.

655 **ADDITIONAL PROVISIONS/CONTINGENCIES**

656 This Offer is subject to final approval and appropriation as needed by the Watertown Common Council within 30 days of receipt of Seller's acceptance.

657 \_\_\_\_\_  
658 \_\_\_\_\_  
659 \_\_\_\_\_  
660 \_\_\_\_\_

661 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and  
662 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines  
663 664-679.



**RESOLUTION  
APPOINTING CITY ATTORNEY**

Section 11, Item B.

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

**WHEREAS**, the Office of City Attorney will be vacant as of July 17, 2025; and,

**WHEREAS**, the City of Watertown has advertised to receive applications for the position of City Attorney; and,

**WHEREAS**, it has been determined that Alexandra Panagopoulos is the top choice for the City Attorney position; and,

**WHEREAS**, Alexandra Panagopoulos has been offered and accepted the position of City Attorney.

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

That upon recommendation of Mayor Stocks and the Finance Committee, Alexandra Panagopoulos shall be appointed to the Office of City Attorney effective September 17, 2025 and receive a starting salary of \$112,070.40 annually (Grade T, Step 5) effective with her first day of employment.

	<i>YES</i>	<i>NO</i>
DAVIS		
LAMPE		
BERG		
BARTZ		
BLANKE		
SMITH		
ARNETT		
WETZEL		
MOLDENHAUER		
MAYOR STOCKS		
TOTAL		

ADOPTED August 05, 2025

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

APPROVED August 05, 2025

\_\_\_\_\_  
MAYOR

**RESOLUTION TO  
APPROVE THE COLLATERAL ASSIGNMENT OF TIF DEVELOPMENT  
AGREEMENT AND ACKNOWLEDGE AND CONSENT TO THE  
COLLATERAL ASSIGNMENT OF THE TIF DEVELOPMENT**

Section 11, Item C.

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

**WHEREAS**, on March 19, 2025, the City of Watertown and Lumin Terrace LLC executed a Development Agreement in which the City agreed to provide Tax Increment Financing (TIF) as financial assistance for the Development Project; and,

**WHEREAS**, the Developer's Lender, Associated Bank, National Association, has requested that Lumin Terrace LLC shall have assigned for purposes of collateral its interest in the Development Agreement and the City contribution; and,

**WHEREAS**, the assignment of collateral does not diminish Developer's obligations to the City, nor does it increase the City's obligation to the Developer; and,

**WHEREAS**, after consideration of the facts and advice of legal counsel, the City has determined that it is in the best interest of the City to approve the Assignment as set forth in the attached Exhibit A; and,

**WHEREAS**, the City wishes to ensure this project, which will provide necessary housing within the City, moves forward;

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

That the proper City Officials be and are hereby authorized to execute the Acknowledgement and Consent, a copy of which is attached hereto as Exhibit A.

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 5, 2025

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

APPROVED August 5, 2025

\_\_\_\_\_  
MAYOR

ACKNOWLEDGEMENT AND CONSENT

The City of Watertown, Wisconsin, a Wisconsin municipal corporation (the “City”) hereby enters into this Acknowledgement and Consent (the “Acknowledgment and Consent”) and hereby acknowledges and consents to the above-described collateral assignment of the Agreement and the City Contribution (the “Assignment”). The City understands that the Assignment of the City Contribution and the Agreement to the Lender is intended as a collateral assignment to secure the Loans the Lender is providing to the Borrower for the development project envisioned in the Agreement. The City acknowledges and agrees that disbursements of the City Contribution shall be made directly to Lender upon Lender’s request.

Until such time in which the Lender provides the City with written notice that it no longer has an assignment of the City Contribution and Agreement and that it has released its security interest in the City Contribution and Agreement, the City shall not consent to or acknowledge the transfer or assignment of the City Contribution and/or the Agreement to another person or entity without the Lender’s express written consent.

The City hereby certifies and covenants to Lender the following: (i) the Agreement, as originally executed, is in full force and effect and has not been modified, supplemented or amended; (ii) all obligations of Developer under the Agreement have been fulfilled to date, and the undersigned has no demands, claims or causes of action against Developer under the Agreement; (iii) there are no pending, or to the best of the City’s knowledge, threatened proceedings or litigation with respect to the Agreement or the TIF district described therein; (iv) the City has not given the Developer written notice of any default under the Agreement, and to the best of the City’s knowledge, the Developer has not committed any act or omission under the Agreement which would constitute a default with the giving of notice, the passage of time, or both; and (v) any notice of default or termination provided by the City to Developer under the Agreement will be simultaneously sent to Lender at the following address:

Associated Bank, National Association  
Attn: Bryan Schreiter, Senior Vice President  
8040 Excelsior Drive  
Madison, WI 53717  
Email: Bryan.Schreiter@AssociatedBank.com

[Signature Page Follows]

Executed as of the date first written above.

**CITY OF WATERTOWN, Jefferson County, Wisconsin**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

# MEMO

## Administration

To: Common Council, CC: Mayor Stocks

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

Date: August 5, 2025

Subject: Collateral Assignment of TIF for Lumin Terrace LLC project

## Background

As alders likely recall, the City previously approved a development agreement with Lumin Terrace LLC to construct 92 new apartment rental units on property owned by the Greater Watertown Community Health Foundation. TID #9 was created to provide TIF assistance necessary to cause the project to occur.

Lumin Terrace LLC is currently finalizing lending for the project with Associated Bank. As part of the process, the lender has requested approval of the attached Collateral Assignment of TIF relating to this development agreement.

Atty Chesebro reviewed and found it in the interest of the City to approve this agreement. This agreement does not change or increase any obligations of the City under the development agreement.

On July 21, 2025, the Finance Committee reviewed the attached resolution and recommended approval by the Common Council.

## Budget Goal

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

## Financial Impact

There is no financial impact to the City beyond items previously approved in the development agreement with Lumin Terrace LLC.

## Recommendation

Recommend approval of attached resolution as presented.

**RESOLUTION TO  
APPROVE CHANGE ORDER NO. 1 TO  
PLAZA PHASE II – ADA CONCRETE RAMP IMPROVEMENTS CONTRACT  
#10-25  
WITH MAAS BROTHERS CONSTRUCTION CO., INC.**

**SPONSOR: ALDERPERSON TONY ARNETT  
FROM: PUBLIC WORKS COMMISSION**

**WHEREAS**, the Common Council previously awarded Contract #10-25 Plaza Phase II – ADA Concrete Ramp Improvements to Maas Brothers Construction Co., Inc. in the amount of \$145,170.00; and,

**WHEREAS**, the decorative railing and ADA handrail is to match the decorative railing installed on the Town Square to provide continuity throughout the downtown riverfront; and,

**WHEREAS**, the additional excavation to match the ADA Concrete Ramp footing to the existing footing of the adjacent 5 E. Main Street building is deemed necessary to relieve any added force to the existing footing of 5 E. Main Street; and,

**WHEREAS**, the Engineering Division sought a quote from Maas Brothers Construction Co., Inc., the contractor currently performing work under Contract #10-25, to complete the additional excavation and decorative railing work on the ADA Concrete Ramp; and,

**WHEREAS**, the decorative railing mounted to the ADA Ramp structure, originally in Contract #11-25, will be removed from said Contract #11-25; and,

**WHEREAS**, Maas Brothers Construction Co., Inc. has submitted a quote in the amount of \$79,648.85 to perform the proposed work; and,

**WHEREAS**, approval of this change order will increase the total contract amount from \$145,170.00 to \$224,818.85; and,

**WHEREAS**, this work is within the scope of the 2025 Seawall Reserve Budget; and,

**WHEREAS**, the Public Works Commission has reviewed and recommends approval of this Change Order.

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

That the proper City Officials be and are hereby authorized to approve Change Order No. 1 to the Plaza Phase II – ADA Concrete Ramp Improvements Contract #10-25 with Maas Brothers Construction Co., Inc. for an amount not to exceed \$79,648.85. Funds to come from Seawall Reserve Account: 05-58-11-41.

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

ADOPTED August 5, 2025

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

APPROVED August 5, 2025

\_\_\_\_\_  
MAYOR

**RESOLUTION TO  
ACCEPT IMPROVEMENTS THROUGH SUBSTANTIAL COMPLETION  
FOR ROCK RIVER RIDGE PHASE I SUBDIVISION LOCATED IN THE  
CITY OF WATERTOWN**

**SPONSOR: MAYOR STOCKS  
FROM: PLAN COMMISSION**

**WHEREAS**, the Greater Watertown Community Health Foundation (Developer) has substantially completed public right-of-way improvements for Phase I of the Rock River Ridge Subdivision as shown on the approved and recorded final plat of said subdivision and recorded Subdivision Development Agreement recorded with the Jefferson County, WI Register of Deeds; and,

**WHEREAS**, the Rock River Ridge Phase I subdivision improvements are considered substantially complete, as defined by Wisconsin Statutes Section 236.13(2)(am)2; and,

**WHEREAS**, the Developer has submitted the following documentation as evidence that said improvements were made in accordance with the design standards agreed upon between the Developer and the City of Watertown:

- Certificate of Completion executed by the Developer
- Completed punch list as identified by City staff
- Applicable sanitary sewer and water main testing results
- Applicable contractor and subcontractor lien waivers
- Applicable construction material testing results
- Utility as-built plans signed and stamped by a professional engineer licensed in the State of Wisconsin

**WHEREAS**, the Plan Commission has reviewed and has recommended acceptance of public improvements for the Rock River Ridge Phase I subdivision through substantial completion; and,

**WHEREAS**, the Common Council of the City of Watertown, Wisconsin, hereby approves of those public infrastructure facilities constructed through substantial completion within the approved final plat of the Rock River Ridge Phase I Subdivision Development in conformance with applicable City Ordinance and design standards and as developed and dedicated by the Developer, pending final confirmation by City staff that all punch list items have been completed and no additional outstanding items remain. The City understands that the following improvements will occur prior to final acceptance:

- Bituminous pavement surface course installed to City standards
- Any remaining punch list items identified by staff are addressed

Said improvements will be accepted by the City of Watertown upon satisfactory final completion in accordance with the Subdivision Development Agreement.

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

Public improvements for Rock River Ridge Phase I Subdivision constructed through substantial completion (utilities and roadway through binder course) are hereby accepted by the City. The City will provide public maintenance, including winter roadway maintenance, for the dedicated right-of-way improved through substantial completion.

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

ADOPTED August 5, 2025

CITY CLERK

APPROVED August 5, 2025

MAYOR