



COMMON COUNCIL MEETING - AMENDED AGENDA

TUESDAY, NOVEMBER 07, 2023 AT 7:00 PM

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

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

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

All public participants' phones will be muted during the meeting except during the public comment period. This meeting will be streamed live on YouTube 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.](#) Minutes from October 17, 2023

5. COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT

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

6. PUBLIC HEARING

A. 2024 Budget Proposal

7. REPORTS

[A.](#) Bentzin Family Town Square Programming Commission minutes from August 21, 2023

[B.](#) Licensing Board minutes from September 13, 2023

[C.](#) Parks, Recreation, and Forestry minutes from September 18, 2023

[D.](#) Plan Commission minutes from September 25, 2023

[E.](#) Licensing Board Special minutes from September 27, 2023

[F.](#) Plan Commission minutes from October 2, 2023

[G.](#) Finance Committee minutes of October 3 through 12, 2023 (Budget meetings)

[H.](#) Library Board of Trustees minutes from October 12, 2023

[I.](#) RDA minutes from October 18, 2023

[J.](#) Public Works minutes from October 24, 2023

[K.](#) Downtown Main Street Reconstruction Task Force minutes from October 25, 2023

8. COMMUNICATION & RECOMMENDATIONS

A. Presentation Life Saving Award P.O. Jon Wehner

[B.](#) Retirement Recognition of Police Chief Kaminski

9. NEW BUSINESS

[A.](#) Committee Appointments

B. Council discussion and possible action regarding City budgets for 2024

C. Discussion and possible action regarding the Main Street Bridge

D. Convene into closed session per Wis. Stat. Sec. 19.85(1)(g) to confer with legal counsel of 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. (Yagow v. City of Watertown)

E. Reconvene into open session

10. ACCOUNTS PAYABLE

A. Accounts Payable

B. Credit Card Purchases Over \$10,000

11. MISCELLANEOUS BUSINESS

A. Payroll Summary - October 4 through October 17, 2023 and October 18 through October 31, 2023

12. LICENSES

A. Memo to Council

B. Review and take action: Agent change for American Legion Pitterle - Beaudoin Post 189 from Robert Hamburger to Stephen Zillmer

C. Review and take action: Application for a "Class B" Malt and Liquor License from Dani's Pour Decisions LLC DBA Pour Decisions (Danielle Glazar, Agent) located at 715 W. Main Street

D. Review and take action: application for operator's license from Jessica Raatz

13. ORDINANCES

A. Ord. 23-23 - Amend Section 500-10(D) of the City of Watertown General Ordinances (Sponsor: Alderperson Davis From: Public Safety & Welfare, 2nd Reading)

14. RESOLUTIONS

A. Exh. 9546 - Resolution to enter Memorandum of Understanding with the Wisconsin Election Commission for the obligations pertaining to the Badger Book electronic poll books and associated software (Sponsor: Mayor McFarland From: Finance Committee)

B. Exh. 9547 - Resolution to Approve Lebanon EMS Service Coverage for 2024 (Sponsor: Mayor McFarland From: Finance Committee)

C. Exh. 9548 - Resolution to modify FY 2023 Economic Development Budget (Sponsor: Mayor McFarland From: Finance Committee)

D. Exh. 9549 - Resolution to honor the retirement of Police Chief Robert Kaminski (Sponsor: Mayor McFarland)

E. Exh. 9550 - Resolution to Authorize Participation in the Cooperative Planning Process Pursuant to Wisconsin Statute Section 66.0307 (Sponsor: Mayor Emily McFarland From: Plan Commission)

15. 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.

16. ADJOURNMENT

Persons requiring other reasonable accommodations of the above meeting may contact the office of the City Clerk by email mdunneisen@watertownwi.gov, or by phone 920-262-4006.

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

**Common Council Minutes
October 17, 2023**

Section 4, Item A.

Mayor McFarland called the regular meeting of the City of Watertown Common Council to order at 7:00 p.m. on Tuesday, October 17, 2023. This meeting was open for attendance in the council chambers as well as virtually.

ROLL CALL

Roll call indicated the following Alderpersons present: Ald. Davis, Lampe, Board, Bartz, Blanke, Smith, Schmid, and Wetzell. Absent was Ald. Moldenhauer. City staff present were City Attorney Steven T. Chesebro, Fire Chief Travis Teesch, Deputy Fire Chief Rauterberg, Police Chief Robert Kaminski, Finance Director Mark Stevens, Zoning Administrator Brian Zirbes (virtual), and City Clerk Megan Dunneisen.

PLEDGE OF ALLEGIANCE

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

MINUTES OF PRECEDING MEETING

Mayor McFarland inquired if there were additions or corrections to minutes of the Common Council meeting held Tuesday, October 3, 2023. There being none, minutes were accepted as presented.

COMMENTS & SUGGESTIONS FROM CITIZENS PRESENT

Craig Wortman of 159 Boulder Rd spoke on the Town of Emmett Boundary Agreement, David Hertel of 214 S. Washington St. spoke on the great construction work done on Washington St. and on the topic of the development for 217 S. Water St., Courtney O. spoke on the issues of diversity, equity, and inclusion within the city.

REPORTS

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

The following reports were received and filed: Board of Health Minutes from September 5, 2023, Finance minutes from September 25, 2023, RDA minutes from September 27, 2023, Public Safety and Welfare meeting minutes from October 4, 2023.

COMMUNICATIONS & RECOMMENDATIONS

Discussion on the Amendment of Emmet Boundary Agreement took place between councilmembers with recommendations on how to proceed including amending the current agreement or leaving as is.

Mayor McFarland and City Attorney Chesebro gave employee recognition to Sandy Helwig who has been with the City Attorney Office for ten years.

The Watertown Fire Department Monthly Report for October was presented.

NEW BUSINESS

Ald. Board made a motion to approve the appointment of David Applegarth to the Transit Commission serving first four-year term ending October 2026, seconded by Ald. Bartz, and carried by unanimous voice vote.

ACCOUNTS PAYABLE

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

Certified accounts were presented. Ald. Blanke moved to pay all certified accounts, seconded by Ald. Bartz. Ald. Bartz made a motion to amend the account payable to include the addition of K&K Masonry, seconded by Ald. Blanke and carried by unanimous voice vote. Motion carried by roll call vote: Yes-8; No-0; Abstain-0.

MISCELLANEOUS BUSINESS

Payroll Summary - September 20 through October 3, 2023 and Cash and Investments - September 30, 2023 were presented.

ORDINANCES

Ord. 23-23 - Amend Section 500-10(D) of the City of Watertown General Ordinances (Sponsor: Alderperson Davis From: Public Safety & Welfare, 1st Reading). Ald. Davis moved for adoption of ordinance 23-23 on its 1st reading, seconded by Ald. Board. Ald. Blanke made a motion to amend the original motion to include striking all of item 4 - ~~(5)~~(4) Westbound traffic on Gateway Drive shall not make a left turn south onto South Church Street (STH 26), seconded by Ald. Bartz and carried by unanimous voice vote. Motion carried by roll call vote: Yes-8; 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. 9544 - Resolution requesting exemption from Jefferson County Library Tax per WI Statutes 43.64(2)(b) (Sponsor: Mayor McFarland). Ald. Blanke moved to adopt resolution 9544, seconded by Ald. Lampe and carried by unanimous voice vote.

Exh. 9545 - Resolution requesting exemption from Dodge County Library Tax per WI Statutes 43.64(2)(b) (Sponsor: Mayor McFarland). Ald. Wetzel moved to adopt resolution 9545, seconded by Ald. Smith and carried by unanimous voice vote.

COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT

No comments were received.

ADJOURNMENT

There being no further business to come before the Council at this time, Ald. Schmid moved to adjourn, seconded by Ald. Bartz, and carried by voice vote at 7:41 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>

Bentzin Family Town Square COMMISSION

MINUTES

Monday, August 21, 2023

1. Call to order

The Bentzin Family Town Square Commission in person on August 19, 2023. The meeting was called to order by Brian Konz. Members present were: Melissa Lampe, David Zimmerman, Dan Bartz, Brian Konz

Also present were: Kristine Butteris, Stephanie Juhl. 1-Community Member in attendance – John Katsch.

2. Review and approval of minutes:

Melissa made motion to approve. Dave seconded. So moved.

3. Review and approval of financial reports

Discussed the development of a 501c3 and how early we would be able to create a non profit. Nothing date confirmed.

Melissa made motion to approve financial report. Robin seconded. So moved.

4. Citizens to be heard

John Katsch mentioned an huge decrease in attendance at the splash pad once we changed the program to decrease water bill, inadequate electricity on the library side of Water Street. Requesting more food truck outlets and a proper outlet for Santa House.

5. Business

a. Review and take possible action: BFTS Reservation Packet

Discussion was around the price of renting the space. Robin does not like the idea of charging for an open space. Melissa thought \$1000 is not reasonable for an event venue. Robin also mentioned to charge that same as we do for other park rentals. The park will never be able to have events that are completely private. It will always be open to the public. Will finalize at next meeting.

b. Discuss Winter Usage of Water Street and use of special event for holiday season

Per the Safety Meeting it was decided Water Street could not be closed. All winter activities placement are unknown at this time until Water Street usage is figured out. Discussed placement of Santa House placement options on sidewalk if necessary. Tree placement will be a bit more difficult and will depend on T-Wall construction.

Restrooms were also discussed. The times they should be open, etc. Brian motioned to table. Melissa seconded.

c. Discuss Tree lighting festivities ideas

Decided to keep same as past years.

d. Discuss and take possible action on holiday tree sponsorship

Will be on a first come first serve basis. Promote at Wake up Watertown. Voting will be at Tree Lighting Ceremony on Nov 16. Tree will be all white lights Tree trophy will be given to winner. We will try to light up small trees in a spiral going up the square with the big tree lit last.

e. Discuss and take possible action to move forward with the maintenance contract for Theder Landscaping

Robin asked if there is an estimate of hours/week? Melissa questioned what if we have have a low event season then? Who would take care of general clean up – grease spills, stains on pavers. Dave asked for an as needed cost. Brian requested we need to have a clear budget to move forward. Steph to initiate the email and ask Theder. Tabled until August meeting.

6. Event Coordinator's Report:

***Review and discuss report.**

- i. Fee for Lyn will be part of budget discussion.
- ii. Dave asked if we can encourage people to use the lower stage.
- iii. Tarps on the top of the upper shelter are not within the design scope of the BFTS.

7. Adjournment – Next meeting date September 18, 2023

Brian motioned to adjourn the meeting. Dan 1st, Melissa seconded. All approved..



LICENSING BOARD MEETING MINUTES

WEDNESDAY, SEPTEMBER 13, 2023 AT 4:30 PM

WATERTOWN MUNICIPAL BUILDING - 106 JONES STREET, ROOM 0041

The Licensing Board met on the above date and time in person at the Municipal Building 106 Jones St. in Room 0041 and via GoToMeeting. The following members were present: Mayor McFarland, Ald. Blanke, Cheri Martin, and Erin Schroeder. Absent was Ald. Smith. Staff present were: Police Chief Robert Kaminski, Assistant Police Chief Ben Olsen, City Attorney Steven Chesebro, and City Clerk Megan Dunneisen.

1. CALL TO ORDER Mayor McFarland called the meeting to order at 4:33 p.m.

2. REVIEW AND APPROVE MINUTES

- A. Schoeder made a motion to approve the Licensing Board minutes from August 9, 2023, seconded by Martin and carried by unanimous voice vote.

3. BUSINESS

- A. Ald. Blanke made a motion to approve the application for "Class B" Malt and Liquor from Osaka LLC (Harmini Hartman, Agent) located at 100 E. Madison Street (formerly licensed to Rock River Pizza), seconded by Schroeder noting that the outside patio was not included in premises description. Motion carried by unanimous voice vote.
 - B. Martin made a motion to approve the secondhand Article License from ecoATM Walmart (Sean Flaherty) located at 1901 Market Way, seconded by Ald. Blanke and carried by unanimous voice vote.
 - C. Schroeder made a motion to approve the agent change for Aldi Inc., 1520 S. Church Street from Megan Turner to Jennifer Johnson, seconded by Martin and carried by unanimous voice vote.
 - D. Schroeder made a motion to Convene into Closed Session pursuant to Wis. Stats. 19.85(1)(b) Considering dismissal, demotion, licensing or discipline of any public employee or person licensed by a board or commission or the investigation of charges against such a person, or considering the grant or denial of tenure for a university faculty member, and the taking of formal action on any such matter; provided that the faculty member or other public employee or person licensed is given actual notice of an evidentiary hearing which may be held prior to final action being taken and of any meeting at which final action may be taken. The notice shall contain a statement that the person has the right to demand the evidentiary hearing or meeting be held in open session. This paragraph and par. (f) do not apply to any such evidentiary hearing or meeting where the employee or person licensed requests that an open session be held to discuss specific licenses: Application for operator license: Nicholas Milton, seconded by Ald. Blanke and carried by roll call vote Yes: 4 (Schroeder, Blanke, Martin, McFarland); No:0.
 - E. Schroeder made a motion to reconvene to open session, seconded by Ald. Blanke and carried by unanimous voice vote.
 - F. Ald. Blanke made a motion to deny the application for operator's license from Nicholas Milton due to Category IV of the Watertown Licensing Guidelines, seconded by Martin and carried by unanimous voice vote.
 - G. Review Special Events from Clerk's Office was presented.
 - H. Review Operator's List from Clerk's Office was presented.
 - I. Review Police Report from Police Department was presented.
- 4. ADJOURNMENT Schroeder made a motion to adjourn at 4:48 p.m., seconded by Martin and carried by unanimous voice vote.**

Respectfully Submitted,
Megan Dunneisen, City Clerk

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

PARKS, RECREATION & FORESTRY COMMISSION

MINUTES

Monday, September 18, 2023

1. Call to order

The Watertown Parks, Recreation & Forestry Commission in person on September, 2023. The meeting was called to order by Brian Konz. Members present were: Julie Chapman, Ald. Jonathan Lampe, Brian Konz, Kyle Krueger, Brad Clark, Emily Lessner and Jennifer Clayton. Also present were: Kristine Butteris, Andrea Draeger, and Stephanie Juhl.

2. Review and approval of minutes:

Brad Clark motioned to approve the August 21, 2023 Parks, Recreation & Forestry Commission meeting minutes pending a few minor changes. Jennifer Clayton seconded. Motion carried.

3. Review and approval of financial reports

Ald. Jonathan Lampe motioned to approve the July financial reports. Brad Clark seconded. Motion carried.

4. Citizens to be heard

There were none.

5. Business

Review and approve the placement of the Fred Merkle Monument at Washington Park

The monument is currently located at the Octagon House property and is proposed to be moved to Washington Park. Fred Merkle was a hall of fame baseball player born in Watertown. Kyle Krueger motioned to approve the placement of the monument at Washington Park. Julie Chapman seconded. Motion carried.

6. Director's Report:

A. Project updates:

i. Parks Updates –

a. **Stone Wall** – Work on the stone wall and bridge is occurring.

b. **Stream Restoration** – restoration is continuing with a section off Labaree St. between the bridges to help water flow. This is a collaboration with the Rock River Coalition and the Stormwater Dept.

c. **All Inclusive Park** – Preliminary plans have been reviewed along with renderings.

d. **Reflection Park** – The pergola, picnic table, and bench are in place. The pathway and sign will be erected soon.

ii. **Senior & Community Center** – The parking lot is mostly complete along with the original entrance and patio. An engineering firm has discussed options regarding the terrace wall include regrading, drainage, blocks, etc.) Furniture and art upgrades are being researched and we are hoping to accept sponsor and donation opportunities.

B. Update on programming:

i. Recreation programming

Soccer and flag football began last week and are running well. Adult softball and

volleyball will be starting soon. Winter programming is being planned.

Section 7, Item C.

- ii. **Town Square Programming**
There have been four events in the last three days due to new partnerships for events. Fall and 2024 programming are being planned.
 - iii. **Senior and enrichment programming**
Fall programming will include plans for fall foliage week and indoor plant week (fall leaf bingo, photo contest, terrarium workshop). Dance classes, music classes, art classes, and new fitness classes are being planned or are underway. Dartball has started up with the senior center. Upcoming holiday events will include Veteran's Day and a Holiday Party. New senior center initiatives this year include meet and greets, activities with Andrea, sheepshead with Megan, and Humana program in a box series of seminar topics. Our annual rummage sale broke a record with over \$1,900 raised. School break weeks are being planned with enrichment activities such as family bingo and puzzle contests.
 - iv. **Aquatics programming**
Fall swim lessons began last week. Aqua fitness classes, winter lessons, and lifeguard classes will be coming up.
7. **Adjournment – Next meeting date October 16, 2023**
Ald. Jonathan Lampe motioned to adjourn the meeting. Julie Chapman seconded. Motion carried.

**PLAN COMMISSION
MINUTES
SEPTEMBER 25, 2023**

Section 7, Item D.

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

The following members were present: Mayor McFarland, Blanke, Holloway, Konz, Krueger, Lampe, Talaga, Zirbes.

Also in attendance: Ken Berg and Kathleen Roach

1. Call to order (4:30pm)

2. Approval of Minutes (A and B voted on jointly)

A. Site Plan Review minutes July 24, 2023

Motion to approve the June 24th Minutes was made by Krueger and seconded by Holloway, passed on unanimous voice vote.

B. Plan Commission minutes July 24, 2023

Motion to approve the June 24th Minutes was made by Krueger and seconded by Holloway, passed on unanimous voice vote.

3. Business

A. Review and take action: 500 E. Main Street – Certified Survey Map (CSM)

Brian Zirbes presented the request for a CSM to divide 500 E. Main Street into two parcels, the building and the parking lot are to be separated.

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

4. Adjournment

Motion to adjourn was made by Blanke and seconded by Talaga and passed on a unanimous voice vote at 4:32pm.

All materials discussed at this meeting can be found at:

<https://cms4files.revize.com/watertownwi/September%2025,%202023%20Plan%20Commission%20Meeting%20Packet.pdf>

Respectfully Submitted,

Alderperson Brad Blanke



LICENSING BOARD MEETING - SPECIAL - MINUTES

WEDNESDAY, SEPTEMBER 27, 2023 AT 4:30 PM

WATERTOWN MUNICIPAL - 106 JONES STREET, WATERTOWN, WI 53094 ROOM 0041

The Licensing Board met on the above date and time in person at the Municipal Building 106 Jones St. in Room 0041 and via GoToMeeting. The following members were present: Mayor McFarland, Ald. Blanke (virtual), Cheri Martin (virtual), and Erin Schroeder. Absent was Ald. Smith. Staff present were: Police Chief Robert Kaminski, Assistant Police Chief Ben Olsen, City Attorney Steven Chesebro, Town Square Programmer Stephanie Juhl (virtual), and City Clerk Megan Dunneisen. Mr. Smith, owner of the establishment Uptown was also present.

1. CALL TO ORDER - Mayor McFarland called the meeting to order at 4:31pm.
2. BUSINESS
 - A. Ald. Blanke made a motion to approve the Temporary Secondary Location for Kellermeister Beverages LLC d/b/a BrewFinity Brewing for an event at the Bentzin Family Town Square on October 15, 2023, seconded by Martin. Schroeder discussed not being in favor of bringing in the beer truck who does not normally do business in the city mentioning it taking away from the community and not being business friendly - wanting to look into the options of local establishments being able to serve at these events. Mr. Smith of Uptown spoke on the same and wanting to keep the money in the city. Mayor McFarland encouraged local bars to look into the possibilities and bring it to the Board. Martin agrees and spoke about timing and this being an option for now, especially with short notice. Ald. Blanke echoed. Schroeder spoke about timing and that others have been denied due to inadequate timing. Motion to approve was carried by voice vote of Yes: 3 (Blanke, Martin, McFarland); No: 1 (Schroeder).
3. ADJOURNMENT - Schroeder made a motion to adjourn the meeting at 4:48pm, seconded by McFarland and carried by unanimous voice vote.

Respectfully Submitted,
Megan Dunneisen, City Clerk

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PLAN COMMISSION

MINUTES

October 2, 2023

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

The following members were present: Mayor McFarland, Blanke, Konz, Krueger (Virtual), Lampe, Talaga.

Also in attendance: Attorney Chesebro, Berg, and Ed Zagorski

1. Call to order (4:30pm)

2. Business

A. Review and take action: 100 Western Avenue

The Commission discussed the purchase of 100 Western Avenue and the future plans for the property. Motion to recommend that the city purchase the property, move forward with the demolition and prepare future plans for the site was made by Lampe and seconded by Blanke. Passed on a unanimous voice vote.

All materials discussed at this meeting can be found at:

<https://cms4files.revize.com/watertownwi/October%20,%202023%20Plan%20Commission%20Meeting%20Packet.pdf>

3. Adjournment

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

Respectfully Submitted,

Alderman Brad Blanke



FINANCE COMMITTEE MEETING MINUTES – 2024 BUDGET

TUESDAY, OCTOBER 03, 2022 THROUGH THURSDAY, OCTOBER 12, 2023

MUNICIPAL BUILDING – 106 JONES STREET, WATERTOWN, WI 53094

Tuesday, October 03

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

Others present: Finance Director Stevens, Attorney Chesebro, Chief Kaminski, Water/WW Manager Hartz, Alder Board, Megan Dunneisen, Tony Rauterberg, Ben Olsen, David Brower, Stacy Winkelman

1. Call to order: Mayor McFarland called the meeting to order at 6:03 p.m.

2. **2024 Budget Presentation**

- Mayor McFarland provided an **overview of the budget creation process** (established goals with Leadership Team and Finance, updated/presented five-year capital plan, reviewed pay rate incorporation, met with department heads, adjusted requests). Her goal was to find a balance between meeting goals and responsibilities with a modest-to-no impact on tax levy and the return of tax dollars to residents by reducing the tax levy. Four obstacles in reducing the levy:
 - Water Department Payment in Lieu of Taxes was lessened by \$130,000 due to the reduction in mill rate, a key factor in this calculation
 - IT licensing has increased over \$60,000 due to the necessary move to Office 365 for increases in anti-virus protections
 - Police Department maintenance contracts for equipment and software subscriptions will increase over \$100,000
 - The WI ETF health plan announced a late summer premium increase over 14%, about a \$400,000 additional cost for the City
- **Presentation highlights:**
 - No increase in general fund tax levy
 - Although the Expenditure Restraint Program (ERP) limits were waived for this next year, the proposed increase is less than the 6.4% ERP maximum for Watertown
 - Overall General Fund increase is 4.8%
 - Fund balance will be utilized with approximately \$700,000. The estimated unassigned fund balance as of 12/31/23 is 30.2%. The estimated unassigned fund balance as of 12/31/24 is 25.4%.
 - Fund 05 borrowing: around \$3.12M plus the fire station, down from \$3.995M in 2023
 - Debt levy increases from \$4,700,000 to \$5,300,000
- **2024 Operational Goals:**
 - Proactively maintains and improves our parks and infrastructure in an effort to ensure quality, safety, and compliance
 - Supports employee retention, growth, and works to address critical staffing
 - Assessment, strategic planning, and maintenance of our city buildings
 - Promotes and fosters innovative approaches for community development and growth
 - Maintains a safe and health community and expands community education on safety and health

- **Debt [Fund 04]:** Finance Director Stevens reviewed the projected payment schedule of principal and interest, including the short-term borrowing (note anticipation notes) for fire station construction.
 - **Capital Improvements [Fund 05]:** Finance Director Stevens reviewed the projects list that would require \$3.12 M in General Obligation borrowing.
3. Adjournment. Ald. Lampe moved to approve to adjourn at 6:52 pm, seconded by Ald. Davis, and carried by unanimous voice vote.

Monday, October 09

Members present: Mayor McFarland, Alderpersons Bartz, Davis, Lampe, and Moldenhauer (arrived via video at 5:15)

Others present: Finance Director Stevens, Attorney Chesebro, Street Operations Manager Winkelman, David Brower, Andrew Day, Melissa Lampe and Tim Little (Historic Preservation & Downtown Design Commission)

1. Call to order: Mayor McFarland called the meeting to order at 4:30 p.m.
2. Ald. Davis moved, seconded by Ald. Lampe, to **approve minutes from the September 25** meeting. All agreed.
3. Melissa Lampe and Tim Little were present to answer any questions re: the request of the Historic Preservation & Downtown Design Commission to **update the city's survey of historic properties last completed in 1987 via a grant request from the WI Historical Society's Certified Local Government** (CLG) program. Ald. Davis motioned, supported by Ald. Bartz, that we approve the application of the grant with the understanding that budget modifications will be made in the Non-recurring Grants Fund [24]. The committee approved.
4. Assistant Chief Olsen presented a request to **hire Ashlyn Schlieve** as a dispatcher at grade/step H2 [\$23.78/h]. A motion was made by Ald. Davis, seconded by Ald. Lampe, to approve the hire. The committee agreed.
5. Street Operations Manager Winkelman is requesting to **promote Philip Rhodes** from Solid Waste Collection crew to Mechanic position at grade/step I1 [\$25.42/hr]. The motion from Ald. Bartz, seconded by Ald. Lampe was made to approve this hire at this G/S as long as it satisfied the increase of compensation upon promotion, effective 10/18/23. The committee agreed. [Note: Finance Director Stevens has verified that the new G/S complies with the "not less than 8%" policy for an individual being promoted two or more salary grades.]
6. A request came from Parks Director Butteris to **hire Jay Pirkel** as a Parks General Laborer at G/S F1 [\$19.55/hr] effective 10/16/23. A motion was made by Ald. Lampe, supported by Ald. Bartz, to hire. The committee agreed.
7. Finance Director Stevens informed the committee that **bound copies of all 2022 audits** have arrived. These are also posted on the City's website. Any request can be directed to him if someone were to need one.

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

8. **2024 Budget** Proposal discussion: **General Government** (Common Council, Human Resources, Employee Benefits, Media, IT, Municipal Court, Attorney, Finance, Elections, Assessor, Audit, Property/Liability Insurance)
- A. **Common Council**: An oversight was caught; the budget numbers were not transferred into the next column for this division [01-51-11-xx].
- B. **Finance**: Mayor McFarland relayed that she believes this department is understaffed, but Finance Director Stevens didn't pursue an addition. He instead has encouraged the Clerk to incorporate an additional 100 hours for each election cycle to hire and train one person to add to staffing levels during these seasons. The Finance Committee would like a comparisons study with other cities to be completed by city staff at some time.
- Ald. Moldenhauer joined the meeting via video conference at 5:15.
9. **2024 Budget** Proposal discussion: **Other Funds** (Non-recurring Grants [24], CDB Housing [65], Fiber Optic [25], Transit [13], Tourism [22])
- A. **Non-recurring Grant** [24]: The committee agreed to add both the grant and associated expenditure amounts of \$50,000 to update the historic properties survey last completed in 1987.
- B. **ARPA** [24]: A quote arrived today for the space needs analysis study. The original budget of \$36,000 was modified to \$26,000.
- C. **ARPA** [24]: A request was made to secure a price for parks restroom ventilation additions in neighborhood parks. There may be adequate ARPA funds available for this.
- D. **ARPA** [24]: The mayor had included a request to allocate \$8,000 to an administrative structure study in her budget modifications notes, but this entry was missed, so it was added.
- E. **Fiber Optic** [25]: \$3000 was added to Fiber Locates.
10. Adjournment. Ald. Lampe moved to approve to adjourn at 6:00 pm, seconded by Ald. Davis, and carried by unanimous voice vote.

DATE	Account	Name	Original	Modified	Impact to Fund 01 Bottom Line	First	Second
10/9/2023							
Pg 5-6	01-51-11-xx	Common Council division	-	110,201	(110,201)		
		Oversight: numbers not transferred into next column					
Pg 82	24-42-73-77	Historic District Grant	-	(50,000)	XX	Lampe	Davis
	24-51-12-18	Historic Preservation Expenses	-	50,000	XX		
		Update historic prop survey fr 1987					
Pg 83	24-51-72-60	ARPA Other Bldgs CapExp	36,000	26,000	XX	Lampe	Bartz
Pg 83	24-51-11-60	ARPA Exp: Admin structure stdy	-	8,000	XX		
		In Mayor's notes, but entry into fund missed					
Pg 85	25-58-25-25	Fiber Locates	-	3,000	XX	Lampe	Davis
		Oversight: numbers not transferred into next column					

Wednesday, October 11

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

Others present: Finance Director Stevens, Chief Kaminski, Health Director Quest, Park/Rec Director Butteris, Chief Teesch, Library Director Checkai, David Brower, Chris Koppes (Library board chair), Anthony Rauterberg, Jeff Doyle, Megan Schwefel, Andrea Draeger

1. Call to order: Finance chair Bartz called the meeting to order at 4:33 p.m.
2. **2024 Budget** Proposal discussion: **Health** (Public Health, Environmental Health [14], Health Emergency Preparedness [15], Seal-a-Smile [18])
3. **2024 Budget** Proposal discussion: **Public Safety** (Police, Crossing Guards, Dispatch Center, Municipal Building, Fire, Emergency Government)
 - A. **Fire:** Chief Teesch indicated a reduction of \$2000 could be made in Computers & Software account.
4. **2024 Budget** Proposal discussion: **Culture, Education, Recreation** (Library, Library Operations [11], Library Trust [20], Recreation, Pools, Senior/Community Center, Parks, Forestry, Parks Development [07], Town Square Future Fund [26])
 - A. **Library:** Considering the increased costs of health insurance, Ald. Lampe recommended an increase in the General Fund's support of library personnel costs to \$650,000.
 - B. **Aquatic Center:** Park/Rec Director Butteris explained the request for uniform replacements and requested a reinstatement of the usual \$2200 amount.
 - C. **Town Square:** Ald Davis discussed the assignment of the Town Square programming coordinator. In 2023, a shared allocation was approved in the budget (75% General Fund, 25% Town Square Future Fund). The 2024 budget proposes 100% in the General Fund. Ald. Davis believes that a better assignment would be to post 100% in the Town Square Future Fund to better track the overall costs directly related to this endeavor.

After a bit of discussion, an amendment was made to have the General Fund contribute an amount equal to the compensation costs of the programming coordinator to the Town Square Future Fund. As sponsorships and other contributions increase in the future, the hope would be for the Town Square to become self-sufficient without a General Fund contribution.
 - D. **Parks Programming Manager:** Park/Rec Director Butteris presented a request for reconsideration of a Recreation Program Manager. She offered a reduction in Recreation PT wages and hoped for an ability to tap the indoor pool savings from not paying WUSD. The staff pled the need, and Mayor McFarland compared the levels of financial support and staffing of the library to the Park/Recreation Department. A funding solution wasn't evident, so no change was made.
 - E. **ARPA:** The Parks Department had already secured pricing quotes to add ventilation into Lincoln, Timothy Johnson, and Union Parks to help alleviate condensation and mold growth. The \$10,156 was added to the ARPA Park Restroom Upgrades budget.
5. Adjournment. Ald. Lampe moved to approve to adjourn at 6:51 pm, seconded by Ald. Moldenhauer, and carried by unanimous voice vote.

DATE	Account	Name	Original	Modified	Impact to Fund 01 Bottom Line	First	Second
10/11/2023							
Pg 13	01-52-31-28	FD Computers & Software	36,886	34,886	2,000	Lampe	Davis
Pg 20	01-55-11-10	Library Wages	642,718	650,000	(7,282)	Lampe	Bartz
Pg 21	01-55-22-44	Aquatic Center Uniforms	1,000	2,200	(1,200)	Davis	Moldenhauer
Pg 20	01-55-20-10	RecAdmn Wages: TwnSq Prgm M	394,129	328,651	65,478	Davis	Lampe
Pg 21	01-55-20-33	RecAdmn WRS: TwnSq Prgm Mg	26,055	21,537	4,518		
	01-55-20-34	RecAdmn SS: TwnSq Prgm Mgr	25,287	21,227	4,060		
	01-55-20-35	RecAdmn Med: TwnSq Prgm Mg	5,914	4,965	949		
	01-55-20-37	RecAdmn Life: TwnSq Prgm Mgr	759	464	295		
Pg 86	26-55-43-10	TwnSq Wages	0	65,478	XX		
	26-55-43-33	TwnSq WRS	-	4,518	XX		
	26-55-43-34	TwnSq SS	-	4,060	XX		
	26-55-43-35	TwnSq Med	-	949	XX		
	26-55-43-37	TwnSq Life	-	295	XX		
Pg 20	01-55-20-21	Contribution to Town Square	-	75,300	(75,300)	Amendment to prior:	
Pg 86	26-44-62-50	Contribution fr General Fund	-	(75,300)	XX	Davis	Lampe
Pg 84	24-54-41-60	ARPA Park Restroom Upgrades	54,000	64,156	XX	Lampe	Moldenhauer

Thursday, October 12

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

Others present: Finance Director Stevens, Public Works Director Holloway, Streets Operations Manager Winkelman, Assistant Engineer Beyer, Water/WW Manager Hartz, Zoning Administrator Zirbes, Park/Rec Director Butteris (video), Krys Brown, Maureen McBroom, Andrea Draeger (video), Ali Nicholson (video), Stephanie Juhl (video)

1. Call to order: Finance chair Bartz called the meeting to order at 4:34 p.m.
2. Finance Director Stevens updated the committee as to the impact of the General Fund budget by sharing worksheets that provide what-if calculations on estimated 2023 year-end results, ramification of tax levy increases, and use of fund balance. At this point in the process, we are approximately \$70,000 short of initial goals.
3. **2024 Budget** Proposal discussion: Public Works (Building/Safety/Zoning, Engineering, Annual Infrastructure [part of 05], Street Division, Solid Waste [17], Stormwater utility [16], Airport, Water [03], Wastewater [02])
 - A. **Zoning:** Zoning Administrator Zirbes would like to hire a clerk/typist in the latter part of 2024 after the initial drafts of the 2025 budget have determined whether a new hire is likely to be reviewed. Finance Director Stevens reviewed the ability and agreed that it would fit within the budget. This decision could be made next early summer when other personnel requests are submitted.
 - B. **Infrastructure:** The 2024 budget includes \$1,750,000 for road improvements.
 - C. **Street:** Street lighting needed to increase a sizable amount due to actual billing. We are limited on pursuit of grants because the majority of poles are owned by WE Energies.

- D. **Water:** A request was presented as to any possibility of discounting water usage by the City, like at Town Square. Water Manager Hartz indicated that rates are determined by meter size and set in a rate file and regulated by WI PSC.
 - E. **Wastewater:** Wastewater Manager Hartz provided insight as to the possibilities of alternate revenue sources through the sale of by-products.
4. **2024 Budget** Proposal discussion: Other Funds (Riverfest [12], Economic Development [60], TIDs [08, 09, 10, 19, 23])
- A. **Riverfest:** Ald. Lampe explained that a grant for bussing is available to the City, so it makes sense to have the bus invoices to run through the City to allow a continuation of the grant. An increase of \$20,000 for both expenses and associated income was passed (Lampe abstained).
 - B. **Economic Development:** This budget includes funding for preliminary evaluations of Highway A property owned by the City and GIS upgrades.
5. **2024 Budget** Proposal discussion: outstanding issues
- A. **Recreation Program Manager:** The assumed compensation costs for a recreation program manager total \$89,456 (including family health plan). With the desire voiced last night to earnestly find a means, the mayor and finance director worked throughout the day to craft a solution that reduces funding in IT contract support, fire department occupational health, airport electricity, library wages, and wages from aquatic center, indoor pool and recreation part-time wages along with a delay in hiring until April 2024.
 - B. **Public Service Enterprises:** Finance Director Stevens presented a request from Cornerstone of Grace for \$3,000. Other organizations had requested increases that the Mayor maintained at the same approval level of 2023. He recommended approval at \$2,000.
 - C. **Overall:** Finance Director Stevens reviewed some of the calculations that determine the tax levy. The committee worked through different increase scenarios of the General Fund levy. The Debt levy that has been included is an increase from \$4.7M to 44.9M for 2024.
- We started with a contingency fund of \$100,000 and small adjustments have reduced approximately \$8,500, leaving \$91,500.
- If we change the General Government tax levy to \$10,460,000, an increase of \$60,000, the total increase in our tax levy would be a 1.72% increase. The projected net decrease would be <\$746,732>, which would lower the unassigned fund balance to 25.0% of the annual expenditures budget, right to the City's fund balance target.
- A motion was made by Ald. Bartz, supported by Ald. Davis, to **increase the General Fund tax levy to \$10,460,000**. This increase is the lowest increase in this past decade. Approved by unanimous voice vote.
- Ald. Lampe moved, seconded by Ald. Davis, to **pass the modified budget onto the Council** for its approval. This was approved by unanimous voice vote.
5. **Adjournment.** Ald. Bartz moved to approve adjournment at 6:43 pm, seconded by Ald. Moldenhauer, and carried by unanimous voice vote.

DATE	Account	Name	Original	Modified	Impact to Fund 01 Bottom Line	First	Second
10/12/2023							
Pg 64	12-40-04-45	Riverfest: Misc Income	-	(15,000)	XX	Davis	Bartz
Pg 64	12-40-04-56	Riverfest: Grants	-	(5,000)	XX		
Pg 64	12-40-05-56	Riverfest: Shuttle Buses	-	20,000	XX	Abstain: Lampe	
Pg 10	01-51-86-11	IT: Contract Support	25,000	22,000	3,000	Davis	Moldenhauer
Pg 14	01-52-31-49	FD: Occupational Health Test	6,900	-	6,900		
Pg 19	01-54-53-30	Airport: Electric	25,000	22,000	3,000		
Pg 20	01-55-11-10	Library: Salaries	650,000	646,500	3,500		
Pg 21	01-55-21-16	Rec: PT Salaries	59,125	39,925	19,200		
Pg 21	01-55-22-16	Aquatic Ctr: PT Salaries	108,328	100,328	8,000		
Pg 22	01-55-23-16	Indoor Pool: PT Salaries	62,118	38,626	23,492		
Pg 20	01-55-20-10	Rec Admin: Program Mgr	328,651	371,989	(43,338)		
Pg 21	01-55-20-33	Rec Admin: WRS	21,537	24,527	(2,990)		
Pg 21	01-55-20-34	Rec Admin: SS	21,227	23,914	(2,687)		
Pg 21	01-55-20-35	Rec Admin: Medicare	4,965	5,593	(628)		
Pg 21	01-55-20-36	Rec Admin: Health Ins	49,246	65,867	(16,621)		
Pg 21	01-55-20-38	Rec Admin: Dental	3,284	4,112	(828)		
Pg 24	01-57-11-63	Cornerstone of Grace	-	2,000	(2,000)	Davis	Lampe
Pg 10	01-51-81-56	Contingent Fund	100,000	91,518	8,482		
	Subtotal of Changes				(110,201)		
Pg 5	01-49-99-16	Tax Levy	(10,400,000)	(10,460,000)	60,000		
	Subtotal of Changes				(50,201)		
	Mayor's Original Budget				(696,531)		
	Finance Com Budget (Impact to Fund Balance)				(746,732)		

Respectfully submitted,

Mark Stevens, Finance Director

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

WATERTOWN PUBLIC LIBRARY BOARD OF TRUSTEES MEETING MINUTES

Thursday, October 12, 2023 at 5:30pm

1. Call to Order/Roll Call

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

Members Present: Gerike, Merfeld, Burke, Oudenhoven, Kohls, Koppes, Wetzel, O'Neil

Members Absent: Rodriguez

Also Present: Library Director, Peg Checkai, Head of Adult Services and Technology, Jamie Hernandez, Head of Children's Services Tina Peerenboom, and Circulation Manager, Cari Gunderson.

2. Review Correspondence

- a. Email from Tami Cederberg regarding library collection development.
 - Jamie Hernandez, Head of Adult Services and Technology responded, updating the board with current library collection numbers.

3. Citizens to be Heard

- a. Danielle Bailey, spoke regarding transphobic material in the library and about her personal experiences with transgender patrons who use the Watertown Public Library.

4. Appearances

- a. Darren Shretter: Studio GC - appeared via Zoom.
 - Flagpole Area - Mr. Shretter updated the board on the current project status and progress of this project. The company will actively work to keep the project on schedule.
 - Signage - Mr. Shretter reported that the outdoor signage will be completed at some point in November. The Donor Wall will be delivered on Friday, October 13th at 9:00am.
- b. Attorney Vince Hein - appeared via Zoom.
 - Discussion on Library Foundation. Mr. Hein recommended establishing a Corporation for funds remaining from the capital campaign. He reviewed the benefits of this option versus a trust fund. Benefits include: a common governance structure, better taxes, lower liability, and it is less complicated. Funds will be earmarked for specific purposes and managed by members of the Watertown Library Board of Trustees.

5. New Business

******MOTION #1** per Koppes, seconded per Burke to move to agenda item 5d and to move into Closed Session.

Resolution: Motion Carries through voice acclimation.

- d. The Board of Trustees will convene into Closed Session under Exemption s.19.85(1)(e). Deliberating or negotiating 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. Miron Construction retainage.

******MOTION #2** per Gerike, seconded per Kholts to reconvene into Open Session and continue with the items as noticed.

Resolution: Motion approved per voice acclimation.

- e. Reconvene into Open Session.

******MOTION #3** per Koppes, seconded per Burke to direct the Library Director to work with the City Attorney to draft a letter to Miron that WPL will work with an independent expert to inspect the current HVAC system and to authorize Peg Checkai to hire an independent expert to inspect the current HVAC system, not to exceed \$15,000.

Votes to approve: Gerike, Merfeld, Wetzel, Burke, O'Neil, Oudenhoven, Kohls, Koppes

Resolution: Motion Carries.

- a. Discuss and take action: Add Library Page I and II positions to pay schedule
- Director reported that current Library Page I is at \$10/hr and Library Page II is at \$10.50/hr. Checkai stated that she feels that the amount recommended by the City of Watertown is too high for the position.. Discussion to follow regarding following City payscale guidelines or allowing the Library Board to select a position on the City payscale

******MOTION #4** per Burke, seconded per Kohls to table the discussion and request a meeting with City Finance for clarification on the City payscale.

Resolution: Motion approved per voice acclimation.

- b. Discuss with possible action: Discontinued wireless mic system
- Requests have been made from the Mayor about an additional microphone and lapel microphone with the current sound system. Director reported that Omni Technologies has discontinued the WPL's current sound system in the Community Room. No third party company sells additional microphones or lapel microphones compatible with the system, based on information provided by Omni Technologies. Discussion. Jamie will confer with City IT
- c. Discuss with possible action: Library's participation in Jingle Bell on the Rock
- The Library Director reports that the Main Street Program is hosting part of the Jingle Bell on the Rock on Saturday, December 2nd and the Library will

stay open during the entirety of the event, host specific events, and provide space for vendors in the Community Room. Discussion followed. No action taken.

f. Discuss and take action: Administrative Assistant's pay grade and step.

- The Library Director reported that Carlson Dettman reevaluated the job of the Administrative Assistant at step G2 \$22.12. The director budgeted for a G3 at \$22.74. Discussion to follow regarding confusion on the City guidelines for placing employees on the scale, especially when considering previous experience.

g. Discuss and take action: Library Assistant's pay grade and steps.

******MOTION #5** per Burke, seconded per Koppes to table discussion items f and g and add these items to the future meeting with Finance regarding clarification on the city payscale.

Resolution: Motion approved per voice acclimation.

6. Unfinished Business

a. Discuss and take action: Mission and Vision Statement

- Discussion on proposed Mission and Vision statements.

******MOTION #6** per Gerike, seconded per O'Neil to approve the Watertown Public Library's Mission and Vision Statement.

Resolution: Motion approved per voice acclimation.

b. Discuss and take action: Memorandum of Understanding

- MOU Subcommittee reported on the current draft of the MOU between the Watertown Public Library and the City of Watertown. The committee also stated that discussions with City Finance will continue. There is no final MOU document. Discussion to follow.

c. 2024 Budget: Review proposed 2024 library budget

- The Board reviewed the 2024 Budget approved last month. Checkai reported that she presented the budget request to City Finance. AMSO costs, building insurance costs, a shortfall of \$62,000 for salary and benefits, greater costs to operate the expanded building will put impact library finances.
- Discussion to follow regarding funds in carryover accounts and how this overdraw will affect the Library in the future. Future communication with the City will be necessary moving forward.

7. Director's Report

a. Director Peg Checkai reviewed monthly highlights, budget and statistics.

- Hiring process is underway for the Senior Library Assistant.
- WPL is partnering with GWCHF to host a PBS EdCamp on November 4.
- 4 coat trees have been purchased for the Community Room to hold coats during the winter months.
- WPL team members will attend the WLA Conference at the end of October.

8. Trustee's Report

- a. Discuss library related topics in official capacity with possible suggestions for the next board meeting.

9. President's Report

- a. Discuss and review: Contacts in official capacity
 - President Koppes reported that he had many conversations with the Library Director and noted that she gave a good presentation at the City Finance Committee Meeting.

10. Review and take action: Consent Agenda Items

- a. Minutes: Library Board of Trustees - September 14, 2023
- b. Library expenditures and finances
- c. Library expansion expenditures

******MOTION #7** per Gerike, seconded per Burke to approve the consent agenda.

Votes to approve: Gerike, Merfeld, Wetzel, Burke, O'Neil, Kohls, Koppes

Resolution: Motion Carries.

11. Adjournment

******MOTION #10** per Burke, seconded per Khol to adjourn meeting at 8:03pm.

Resolution: Motion approved per voice acclimation.

These meeting minutes are uncorrected and stand as such until approved at the next Board of Trustees Meeting held on November 9, 2023.

Respectfully submitted,
Betsy Gerike, Secretary



Wednesday, October 18, 2023

6:00 pm

In-PERSON/VIRTUAL MEETING

Room 0041, City Hall

By Phone or GoToMeeting:

<https://global.gotomeeting.com/join/471703029>

For the Public, Members of the media and the public may attend by calling: (US) +1 (872) 240-3412

Access Code: 471-703-029

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.

AGENDA

1. Pledge of Allegiance
2. Roll Call
 - A. Present: Becker, Bartz, Hurtgen (virtual), Lampe, Nowatka, and Wagner
 - B. Absent: Zimmermann
 - C. Also Present: Mueller
3. Determination of Quorum and Call to Order at 6:07 pm
4. **Review/Approve:** Minutes of Previous Meetings – September 27, 2023
 - A. **Nowatka motioned to approve September 27, 2023 Minutes. Bartz seconded the motion. Motion carried unanimously.**
5. Public Comment: None
6. Status Reports
 - A. Downtown River Corridor Planning - Becker
 1. Recommended a third party preparing a strategic plan for the Downtown River Corridor (more than just the river's edge, plan would include one to two blocks east and west of the river).
 2. Map provided with an outline of tentative boundaries with the possibility of extending to Fisher Barton. Becker will talk with Fisher Barton to see if they are interested.
 3. Wagner suggested incorporating walking bridges over the river and a river fountain and river lighting /underlighting the bridge.
 4. **Wagner motioned to move forward with developing an RFP seeking a downtown analysis and strategic plan for the downtown river corridor. Nowatka seconded the motion. Motion carried unanimously.**
 - B. Community Support/Communications: Mueller
 1. Review Social Media – The Square is still receiving significant traffic.
 2. RDA Revolving Loan Fund decals distributed to all but one RLF participating business. Received well. Story will be released about RDA supporting Small Business as it gets closer to Small Business Saturday in November.
 3. RDA Board transition press release is ready when final new board member is approved.

4. Presentation: Review of Marketing & Communication efforts. Presentation will be made into a video to share and post on website.

C. Common Council Update:

1. Bartz – Common Council passed amended budget on Thursday.
Town Square Programming Director and expenses will be paid out of Fund 26 (Town Square Future Fund).

D. Executive Director:

1. Bentzin Family Town Square

- a. Punch List Items finished, dock installed, gate will need to be replaced, looking into placing a riprap hook near the dock for protection.
- b. History Wall Update – in process, should be finished and delivered before end of year. Pieces will be stored at Street Dept. A suggestion was made to inspect all the pieces and take photos/press release. Will be installed after the Main Street bridge reconstruction.
- c. Fund 26 will cover expenses for a roof on the shade structure and shade structure for the Fisher Barton Plaza. Water bill paid out of Fund 26. Parks and Recreation searching for options to regulate the water flow.

2. T Wall – Reviewed extensions given to T Wall. T Wall asked to downsize the project significantly. The Development Agreement has ceased and the city attorney has served notice that T Wall needs to return the parcel to the City in 60 days. The City of Watertown will send out an RFP seeking development of the land when parcel is secured.

3. Revolving Loan Fund

- a. RDA Financial Position Summary was reviewed.
- b. Becker was asked to look into short term CD/MMA investments with higher rates of return.
- c. Paperwork for Budget Print and Dan Rahfaldt properties in process.
- d. Balance in Revolving Loan Fund approximately \$108,290. Plan to re-market RLF opportunities in early 2024.

4. Beltz Grant status update:

- a. Still waiting for financials from Pine Hill Farm. Becker requests RDA approve a grant up to \$13,022.12 for Pine Hill Farm pending financials. **Bartz motioned to approve a grant up to \$13,022.12 for Pine Hill Farm. Wagner seconded the motion. Motion carried unanimously.**

7. Future Agenda Focus: Progress report on River Corridor RFP.

8. Next Meeting: Wednesday, November 29 at 6:00 PM

9. Adjournment at 7:19 pm

Bartz motioned to adjourn, Nowatka seconded the motion. Motion carried unanimously.

Meeting adjourned.

PUBLIC WORKS COMMISSION MEETING AGENDA
TUESDAY, OCTOBER 24, 2023 AT 5:30 PM
COUNCIL CHAMBERS, SECOND FLOOR, MUNICIPAL BUILDING

Section 7, Item J.

Commission members present: Comm'r. Thompson, Alders Bartz, Board, Smith, Wetzel
City Employees present: City Engineer/Public Works Director Jaynellen Holloway
Street Department Operations Manager Stacy Winkelman
Assistant City Engineer Andrew Beyer
Stormwater Project Manager Maureen McBroom

1. CALL TO ORDER

Meeting called to order at 5:31 p.m.

2. COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT

NONE

3. REVIEW AND APPROVE MINUTES

Public Works minutes from September 12, 2023

These minutes were already approved at the September 26 meeting

We need the September 26 meeting notes as there was no meeting on October 10.

4. BUSINESS

Items B and C were moved up on the agenda.

B. Update, no action required: Stormwater Utility Total Maximum Daily Load (TMDL) Plan Update

The City of Watertown is required to submit a TMDL Implementation Plan to the Wisconsin Department of Natural Resources (WDNR) by October 31, 2023 per the Municipal Separate Storm Sewer System (MS4) Permit. As one of the tasks included in the current Urban Nonpoint Source & Storm Water Runoff Planning Grant, Ruekert & Mielke has compiled a TMDL Implementation Plan which WDNR will reimburse the City for 41% of the cost. The MS4 Permit requires the TMDL Implementation Plan to describe how the City will further reduce the Total Suspended Solids (TSS) and Phosphorus in stormwater runoff by 20% and 10% respectively, when comparing the current levels of pollution reduction to the ultimate pollutant reductions required in the Rock River TMDL over the next 5 years. This corresponds with the next 5-year MS4 Permit, which is anticipated to be issued in May 2024. The TMDL Implementation Plan quantifies the amount of TSS & Phosphorus anticipated to be captured over the next 5 years through:

- Multiple new stormwater Best Management Practices (BMPs)
- Street sweeping
- Leaf collection activities.

Those activities, in addition to the new Watertown Waterways Improvement Program (WWIP) water quality trading program, potential new and redevelopment construction projects, and the general water quality benefits from proposed streambank stabilization projects will meet the planning requirement of an additional 20% TSS and 10% phosphorus reduction. While the WWIP, construction projects and streambank stabilization projects are not currently quantifiable, Engineering Division staff have discussed and received approval from WDNR staff on the approach for this planning document.

The TMDL Implementation Plan will be submitted to WDNR by October 31, 2023 with DNR approval although not totally implemented.

C. Update, no action required: City of Watertown Yard Waste Site Sand Filter Project

The City of Watertown received Urban Nonpoint Source (UNPS) Construction Grant funding for the construction of a stormwater BMP at the City's Yard Waste Site. The City has contracted with McMahon Associates, Inc. for design of a sand filter to be constructed at the City's Yard Waste Site in 2023. The design kick-off meeting is

scheduled for Friday, October 20th. Additional details will be provided to Commissioners during the October 24th Public Works Commission meeting. A grant of 41.2% matching and \$150,000 maximum was awarded. The expected cost (before the grant award) is \$300-359K.

Section 7, Item J.

A. Review and take possible action: Change Order No. 7 with Dorner Inc. for \$70,000

The City's Annual Street and Utility Contractor, Dorner Inc. performed additional grading work as part of the 2023 Annual Street and Utility Project in the Washington Street area. The additional grading resulted in a better product with improved roadway drainage. The Contractor is finalizing the change order following a meeting on October 18th which will be presented to the Commission on October 24th if available. If the Contractor has yet to provide the finalized change order by October 24th, I ask that the agenda item be tabled.

After meeting with Dorner, Jaynellen and Andrew came to an agreement of \$57,400.

Move to approve Ald Board

2nd Comm'r Thompson

Carried by unanimous voice vote

D. Review and take possible action: Add Solid Waste Service at N860 N Water Street

Mr. Dale Tietz of N860 N Water Street has requested garbage and recycle pickup. This is a Watertown address, but is outside the City limits. Mr. Tietz will be invoiced \$19.08 per month for this service. This will not affect our crew as they are already picking up multiple residences in this area. Mr. Tietz understands that he will be invoiced for this service.

Ald Smith asked if in the future a "blanket" approval for future building upon receiving the next request.

Jaynellen suggested getting input from the City attorney before proceeding.

Ald. Board suggested using "development" names for designation.

Comm'r Thompson asked how often the cost is determined.

Stacy said that this situation has always been charged \$5 above the regular city resident.

Move to approve Ald. Smith

2nd Ald. Bartz

Carried by unanimous voice vote

E. Review and take possible action: Lane or full closure of Hill Court Bridge

Whereas all the main bridge structures in the City are inspected biannually, many of our lesser structures only receive a formal inspection about every ten years – give or take. This year three bridges in Riverside Park were inspected – Hill Court bridge, the service road bridge to the Park maintenance building, and Rotary Island bridge. The weight limits established for each are respectively: 5 tons, 5 tons, and 15 tons. Whereas the Rotary Island bridge and the Park Shop Arch bridge are one lane traffic, the Hill Court bridge is wide enough to support two lanes of traffic.

Engineering researched the average weights of SUV's and pickup trucks and found the following:

Average subcompact SUV - 3,000 (1.5 tons) to 3,500 (1.75 tons) pounds. Average midsize trucks/SUV - 3,500 (1.75 tons) to 6,000 (3 tons) pounds. Average large SUV - 5,400 (2.7 tons) to 6,000(3 tons) pounds. Average weight of compact trucks- 5,000 (2.5 tons) to 5,500 (2.75 tons) pounds.

Our concern is that if two or more SUV's and/or pickup trucks occupy the Hill Court bridge at the same time, they will exceed the weight limit. Street Division has posted on Hill Court bridge the 5-ton weight limit.

Engineering proposes one of the following options be implemented for Hill Court bridge (see attached map):

1) Stripe the bridge as one lane and post a sign stating, "one lane traffic only".

2) Close the bridge to vehicular traffic and make it pedestrian only. Move the large boulders from their current location at the west end of the parking lot to the west side of the bridge and have that parking area accessed from Labaree Street. The existing parking lot on the east side of the bridge is unaffected but would need to add boulders on the east side of the bridge to deter vehicular traffic from crossing over.

FYI. Engineering could not find an ordinance that closed off Hill Court as a through street, nor any minutes in Public Works Commission or Public Safety & Welfare Committee.

Comm'r. Thompson voiced concern for the residents of Hill Court about the increased vehicular traffic.

Jaynellen has the following concerns in leaving the bridge open to two-way traffic:

1. How to police/enforce the two way traffic ban
2. Possible litigation against the city should an incident happen.

Section 7, Item J.

Motion by Ald. Board to close Hill Court bridge and make it pedestrian only.

2nd Ald. Bartz

Bartz, Board, Smith, Wetzel voted in support

Comm'r Thompson voted in opposition.

F. Review and discuss: 2024 Annual Street and Utility Project

The City of Watertown is under contract with GRAEF for design of Street and Utility projects through 2026. City staff met with the design team from GRAEF on October 13th to discuss the 2024 project in detail. The 2024 project includes the following roadway segments:

1. Oconomowoc Avenue from ~~Kiewert~~ (should read) Kossuth Street to East Gate Drive
2. S. Eleventh Street from Western Avenue to Wisconsin Street/College Avenue
3. S. Twelfth Street from Western Avenue to Wisconsin Street

The design approach and project details will be discussed during the meeting.

Move to approve

2nd

Carried by unanimous voice vote

5. ADJOURNMENT

Move to adjourn Ald. Board

2nd Ald Bartz

Meeting adjourned at 6:24 p.m.

Respectfully submitted,

Bob Wetzel

Public Works Commission Chair

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

DOWNTOWN MAIN STREET RECONSTRUCTION TASK FORCE**Wednesday, October 25, 2023****2:30 pm IN-PERSON/VIRTUAL MEETING****Lower Level, Room 0041, City Hall, 106 Jones St, Watertown, WI****By Phone or GoToMeeting:** <https://global.gotomeeting.com/join/471703029>

For the Public, Members of the media and the public may attend by calling: (US)+1 (224) 501-3412

Access Code: 619-906-421

1. Call to order at 2:33 pm.
 - a. Attendance- Present: Becker, McFarland, Holloway, Lampe, Hoffman, Moldenhauer, Grinwald, Trego, Smith, Elias, Board, Mazzoni, and Citizen Bill Bedford. No Virtual.
2. Approval of prior meeting minutes
 - a. Approval of Minutes 8.23.23 **Motioned by Board; seconded by Lampe; carried unanimously.**
3. Opening for public comment
 - a. Bill Bedford wanted to share his thoughts on the locations for the archway.
 - i. Coming into the city from Church and Main and seeing the archway with all of Main St.
 - ii. Washington St- it isn't cluttered.
 - iii. Water St- incorporate it into the streetlights and save money
 - iv. West end of the Cole Bridge on Main St.- Stand on won and the road is narrower there and it would be in the middle of Main.
 - v. East end of Main by Tivoli Island- it would be by itself and visible and prominent. There used to be a steel archway there for Tivoli
 - b. Possibly have a fundraiser to pay for lighting for the archway, lampposts, or even the bridge itself (Hoan Bridge in Milwaukee)
4. Old Business
 - a. Public/business input session update – Lunch and Learn Recap (Mayor McFarland)
 - i. Jaynellen and Andrew helped the Mayor put the presentation together.
 - ii. 70 people attended and asked questions.
 - iii. The bridge was the biggest topic for questions. She wished there was more concrete information to pass on to residents. They appreciated the transparency in the situation.
 - b. Huge discussion about the bridge and how far it is attached to the Masonic Temple building and what are the options to get this done.
 - c. Update on landscape architect (Vandewalle & Associates/Ruekert & Mielke)
 - i. Recap of submittals to WisDOT
 - ii. Upcoming items: Presentation on December 5, 2023 to the Common Council
 1. Mason went through the PowerPoint, a few suggestions:
 - a. No bumpout at N 3rd St. so people turning left from the east don't have a huge backup.
 - b. Some people don't like the block numbers but others do.
 - c. We are reusing some of the existing things downtown to save money
 - d. Color code the different blocks to match the parking signs, etc downtown.
 - iii. Date for 60% submittal meeting (Ellias)
 1. Internally get the scope of project and budget the 1st week of Dec.
 2. First public information meeting in the Spring 2025
 3. Second PIM spring of 2026
 4. Submit plans in November. Will talk to the city before going public.
 - d. Business visits – Feedback from members on visits so far

- i. Get information from all of the business owners (emails, list all visits, opportunities to come to meetings)
 - ii. Andy has concerns
 - 1. Disruptions to business
 - 2. Trash in alleys
 - 3. Cross traffic ability
 - 4. Side streets/parking/alleys
 - 5. Clear communications to the owners
 - iii. Strategize to Spanish speaking business owners. Translate the newsletter.
 - iv. Bring alleys up.
 - e. Transportation Network Study Update (one-ways)
 - i. In the budget for next year. ARPA. One-way street study. Once budget is passed we will know if we can go ahead with it.
5. New Business
- a. Discussion on One Way Streets
 - i. Tabled until next meeting due to time
 - b. Next newsletter: Please take out and distribute by November 15, 2023.
6. Determine next meeting date. Probably January due to the holidays.
7. Adjournment
- a. **Motion to adjourn by McFarland; seconded by Grinwald; carried unanimously at 4:12 pm.**

**DISTINGUISHED
SERVICE AWARD**

**PRESENTED TO
CHIEF OF POLICE**

ROBERT KAMINSKI

**IN RECOGNITION OF YOUR 32 YEARS
OF DEDICATED SERVICE
TO THE CITY OF WATERTOWN
AND ITS CITIZENS**

**PRESENTED BY THE MAYOR
AND COMMON COUNCIL**

**"THERE IS NO GREATER CHALLENGE AND THERE IS NO GREATER
HONOR THAN TO BE IN PUBLIC SERVICE."
CONDOLEEZZA RICE**

**EMILY MCFARLAND
MAYOR**

TO: MEMBERS OF THE COMMON COUNCIL

I would appreciate your consideration of the following appointments:

Housing Authority

Jennifer Walter – first five-year term ending August 2028 (replacing William Kehl)

Downtown Main Street Reconstruction Task Force

Ryan Wagner – replacing Nate Salas as the RDA representative

Thank you for your consideration.

Sincerely,



Emily McFarland
Mayor

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

Invoice.Payment due date = 11/07/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
ABT MAILCOM						
1001	ABT MAILCOM	2023TBP	PREPAID POSTAGE-2023 TAX BI	10/11/2023	4,800.00	01-51-40-19 TAX BILL PROCESSING
Total 1001:					4,800.00	
ADVANTAGE POLICE SUPPLY INC						
1120	ADVANTAGE POLICE SUPPLY I	23-0498	PD - AMMUNITION	10/31/2023	435.40	01-52-11-60 CAPITAL OUTLAY
Total 1120:					435.40	
AIR ONE EQUIPMENT INC						
1423	AIR ONE EQUIPMENT INC	199140	HELMETS FIRE	10/17/2023	1,107.00	24-58-11-05 FIRE 2% DUES
Total 1423:					1,107.00	
ALSCO INC						
1512	ALSCO INC	IMIL1955252	COVERALLS STORM WATER T	10/13/2023	27.02	16-58-16-41 SAFETY EQUIPMENT
1512	ALSCO INC	IMIL1955252	COVERALL SERVICE FOR SOLI	10/13/2023	37.14	17-58-17-18 SUPPLIES
Total 1512:					64.16	
1512	ALSCO INC	IMIL1957223	COVERALLS STORM WATER T	10/20/2023	43.76	16-58-16-41 SAFETY EQUIPMENT
1512	ALSCO INC	IMIL1957223	COVERALL SERVICE FOR SOLI	10/20/2023	53.87	17-58-17-18 SUPPLIES
Total 1512:					97.63	
1512	ALSCO INC	IMIL1959182	COVERALLS STORM WATER T	10/27/2023	38.32	16-58-16-41 SAFETY EQUIPMENT
1512	ALSCO INC	IMIL1959182	COVERALL SERVICE FOR SOLI	10/27/2023	127.43	17-58-17-18 SUPPLIES
Total 1512:					165.75	
ANDYS AUTOMOTIVE & TOWING INC						
1562	ANDYS AUTOMOTIVE & TOWIN	0024356	TOWING-POLICE	10/24/2023	182.25	01-52-11-49 TOWING
Total 1562:					182.25	
APG OF SOUTHERN WISCONSIN						
1003	APG OF SOUTHERN WISCONSI	21406-0823	OFFICIAL PUBS	08/31/2023	1,771.77	01-51-11-20 OFFICIAL PUBLICATIONS
Total 1003:					1,771.77	
AT&T MOBILITY-FIRSTNET						
552664	AT&T MOBILITY-FIRSTNET	287310587104	PD - TELEPHONES	10/07/2023	1,352.51	01-52-11-32 TELEPHONE
Total 552664:					1,352.51	
AXLEY BRYNELSON LLP						
1985	AXLEY BRYNELSON LLP	949925	HERING LITIGATION	09/29/2023	91.50	01-51-61-16 ADDITIONAL LEGAL EXP
1985	AXLEY BRYNELSON LLP	949925	QUINT DEATH BENEFIT CLAIM	09/29/2023	100.50	01-51-61-16 ADDITIONAL LEGAL EXP

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total 1985:					192.00	
BABCOCK AUTO SPRING CO						
2028	BABCOCK AUTO SPRING CO	87276	SPRINGS VEH #11	10/19/2023	1,458.84	01-54-11-20 REPAIRS
Total 2028:					1,458.84	
BADGER WELDING SUPPLIES INC						
2043	BADGER WELDING SUPPLIES I	3791720	LEASE FEE FOR OXYGEN TANK	10/04/2023	817.68	01-52-31-54 EMS SUPPLIES
Total 2043:					817.68	
BAKER TILLY US LLP						
2051	BAKER TILLY US LLP	BT2551942	AUDIT SERVICES	09/30/2023	3,026.00	01-51-57-42 ACCOUNTING & AUDIT
2051	BAKER TILLY US LLP	BT2551942	AUDIT SERVICES - SINGLE AU	09/30/2023	1,155.00	01-51-57-42 ACCOUNTING & AUDIT
Total 2051:					4,181.00	
2051	BAKER TILLY US LLP	BT2591441	AUDIT SERVICES	10/31/2023	8,200.00	01-51-57-42 ACCOUNTING & AUDIT
Total 2051:					8,200.00	
BASS/SCHULER ENTERTAINMENT						
555033	BASS/SCHULER ENTERTAINME	102320	2024 TS PERFORMANCE PREP	10/30/2023	1,000.00	26-16-22-00 PREPAID EXPENSES
Total 555033:					1,000.00	
BROOKS TRACTOR INC						
2775	BROOKS TRACTOR INC	S39808	FUEL SENDER VEH #139	10/12/2023	223.32	01-54-11-20 REPAIRS
Total 2775:					223.32	
BURKE TRUCK AND EQUIPMENT						
2947	BURKE TRUCK AND EQUIPMEN	31901	BLADES AND CURB SHOES FO	10/05/2023	8,122.08	01-54-35-19 PLOW BLADES
Total 2947:					8,122.08	
CAPITAL DETAILING SUPPLY						
3121	CAPITAL DETAILING SUPPLY	21367	APPARATUS CLEANING SUPPL	10/11/2023	154.55	01-52-31-42 APPARATUS MAINTENAN
Total 3121:					154.55	
CARMEN RAMOS						
55289	CARMEN RAMOS	0015825	REFUND YOUTH FLAG FOOTBA	07/29/2023	13.50	01-44-62-10 REC DEPT. REVENUE
Total 55289:					13.50	
CENTURY FENCE COMPANY						
3300	CENTURY FENCE COMPANY	APPLICATION	PROJECT 1-23 PAVEMENT MAR	10/16/2023	27,766.10	05-58-11-69 STREETS
3300	CENTURY FENCE COMPANY	APPLICATION	PROJECT 1-23 PAVEMENT MAR	10/16/2023	7,712.00	05-58-11-92 SEAL COATING
Total 3300:					35,478.10	
CORE & MAIN LP						
3784	CORE & MAIN LP	T696086	INVENTORY PARTS - WW	10/09/2023	4,969.00	02-83-10-40 GENERAL PLANT STRUC

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total 3784:					4,969.00	
3784	CORE & MAIN LP	T768128	INVENTORY PARTS - WTR	10/16/2023	514.00	03-01-15-40 WATER MATERIALS & SU
Total 3784:					514.00	
CORNERSTONE ENVIRONMENTAL GROUP LLC						
3785	CORNERSTONE ENVIRONMEN	52137812	OLD LANDFILL MONITORING	10/05/2023	2,482.16	17-58-17-26 OLD LANDFILL EXPENSE
Total 3785:					2,482.16	
CORPORATE BUSINESS SYSTEMS						
3794	CORPORATE BUSINESS SYSTE	349531	COPIER MAINT FEE	10/27/2023	78.65	17-58-17-18 SUPPLIES
Total 3794:					78.65	
3793	CORPORATE BUSINESS SYSTE	35090263	COPIER LEASE OVERAGES FIR	10/16/2023	93.52	01-52-31-44 OFFICE SUPPLIES
Total 3793:					93.52	
3793	CORPORATE BUSINESS SYSTE	35123420	EP - COPIER LEASE & COPIES	10/20/2023	406.01	15-53-14-18 SUPPLIES
Total 3793:					406.01	
3793	CORPORATE BUSINESS SYSTE	35165149	COPIER LEASE FEE HR	10/26/2023	100.80	01-51-60-18 SUPPLIES & EXPENSE
3793	CORPORATE BUSINESS SYSTE	35165149	COPIER LEASE FEE MAYOR	10/26/2023	14.40	01-51-31-18 SUPPLIES & EXPENSE
3793	CORPORATE BUSINESS SYSTE	35165149	COPIER LEASE FEE IT	10/26/2023	14.40	01-51-86-18 IT SUPPLIES & EXPENSE
3793	CORPORATE BUSINESS SYSTE	35165149	COPIER LEASE FEE SIDC	10/26/2023	14.40	60-51-05-18 SUPPLIES SIDC COORD
Total 3793:					144.00	
3793	CORPORATE BUSINESS SYSTE	35185383	COPIER LEASE FEE CA	10/30/2023	146.43	01-51-61-18 SUPPLIES & EXPENSE
Total 3793:					146.43	
COTTINGHAM & BUTLER INS SVCS						
3125	COTTINGHAM & BUTLER INS S	319479	JOB CLASSIFICATIONS HR ASS	08/07/2023	275.00	01-51-60-18 SUPPLIES & EXPENSE
3125	COTTINGHAM & BUTLER INS S	319479	JOB CLASSIFICATIONS STORM	08/07/2023	275.00	16-58-16-18 OFFICE SUPPLIES
3125	COTTINGHAM & BUTLER INS S	319479	JOB CLASSIFICATIONS DEPUT	08/07/2023	550.00	01-52-31-18 SUPPLIES & EXPENSE
3125	COTTINGHAM & BUTLER INS S	319479	JOB CLASSIFICATIONS OFFICE	08/07/2023	275.00	01-53-12-18 SUPPLIES & EXPENSE
3125	COTTINGHAM & BUTLER INS S	319479	JOB CLASSIFICATIONS LIBRAR	08/07/2023	1,375.00	11-58-12-18 SUPPLIES
3125	COTTINGHAM & BUTLER INS S	319479	JOB CLASSIFICATIONS PROGR	08/07/2023	275.00	01-55-20-18 SUPPLIES & EXPENSE
Total 3125:					3,025.00	
3125	COTTINGHAM & BUTLER INS S	319480	JOB CLASSIFICATIONS ADMIN	08/07/2023	500.00	01-52-31-19 HIRING EXPENSES
3125	COTTINGHAM & BUTLER INS S	319480	JOB CLASSIFICATIONS ADMIN	08/07/2023	500.00	01-53-12-18 SUPPLIES & EXPENSE
3125	COTTINGHAM & BUTLER INS S	319480	JOB CLASSIFICATIONS ADMIN	08/07/2023	500.00	01-54-10-18 SUPPLIES & EXPENSE
3125	COTTINGHAM & BUTLER INS S	319480	JOB CLASSIFICATIONS ADMIN	08/07/2023	500.00	01-52-41-18 SUPPLIES & EXPENSE
3125	COTTINGHAM & BUTLER INS S	319480	JOB CLASSIFICATIONS ADMIN	08/07/2023	500.00	02-85-00-20 OUTSIDE SERVICES EM
Total 3125:					2,500.00	
3125	COTTINGHAM & BUTLER INS S	324759	JOB CLASSIFICATIONS WASTE	09/12/2023	275.00	03-99-23-18 OUTSIDE SERVICES EXP

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total 3125:					275.00	
3125	COTTINGHAM & BUTLER INS S	324760	JOB CLASSIFICATIONS ADMIN	09/12/2023	500.00	01-55-20-18 SUPPLIES & EXPENSE
3125	COTTINGHAM & BUTLER INS S	324760	JOB CLASSIFICATIONS ADMIN	09/12/2023	500.00	01-51-40-18 SUPPLIES & EXPENSE
3125	COTTINGHAM & BUTLER INS S	324760	JOB CLASSIFICATIONS ADMIN	09/12/2023	500.00	01-52-11-17 OUTSIDE SERVICES
3125	COTTINGHAM & BUTLER INS S	324760	JOB CLASSIFICATIONS ADMIN	09/12/2023	500.00	11-58-12-18 SUPPLIES
3125	COTTINGHAM & BUTLER INS S	324760	JOB CLASSIFICATIONS ADMIN	09/12/2023	500.00	17-58-17-18 SUPPLIES
Total 3125:					2,500.00	
3125	COTTINGHAM & BUTLER INS S	327763	JOB CLASSIFICATIONS PD INV	10/08/2023	825.00	01-52-11-17 OUTSIDE SERVICES
3125	COTTINGHAM & BUTLER INS S	327763	JOB CLASSIFICATIONS WASTE	10/08/2023	275.00	02-85-00-20 OUTSIDE SERVICES EM
Total 3125:					1,100.00	
CPA ALUMNI						
3015	CPA ALUMNI	CPAA 2023BA	CPA GRAD DINNER-SCHROEDE	11/02/2023	23.50	01-52-11-55 CRIME PREVENTION
Total 3015:					23.50	
DAHM ENTERPRISES INC						
553207	DAHM ENTERPRISES INC	1909	SLUDGE HAULING - WW	10/19/2023	32,319.00	02-85-00-21 CONTRACT SLUDGE HA
Total 553207:					32,319.00	
DALE HROBSKY						
555031	DALE HROBSKY	0016076	REFUND FLAG FOOTBALL FEE	08/21/2023	13.50	01-44-62-10 REC DEPT. REVENUE
Total 555031:					13.50	
DAVID APPEGARTH						
554497	DAVID APPEGARTH	10302023-11	RAIN BARREL REBATE - 2023	10/30/2023	40.00	16-58-16-45 EDUCATION & OUTREAC
Total 554497:					40.00	
DAYNE ZASTROW						
26172	DAYNE ZASTROW	BD560193-4	WITNESS FEES	10/12/2023	7.80	01-51-61-42 WITNESS FEES
Total 26172:					7.80	
DIGICORP INC						
4468	DIGICORP INC	348184	MICROSOFT OFFICE 365 LICEN	10/18/2023	737.20	01-51-86-44 SOFTWARE SUPPORT/S
4468	DIGICORP INC	348184	MICROSOFT OFFICE 365 LICEN	10/18/2023	3,956.00	01-51-86-44 SOFTWARE SUPPORT/S
4468	DIGICORP INC	348184	DUO MULTIFACTOR AUTHENTI	10/18/2023	44.10	01-51-86-44 SOFTWARE SUPPORT/S
4468	DIGICORP INC	348184	SENTINELONE LICENSE - COM	10/18/2023	835.00	01-51-86-44 SOFTWARE SUPPORT/S
4468	DIGICORP INC	348184	APPRIVER OFFICE 365 BACKU	10/18/2023	534.00	01-51-86-44 SOFTWARE SUPPORT/S
Total 4468:					6,106.30	
DORNER INC						
4666	DORNER INC	APPLICATION	CONTRACT 4-23 ANNUAL STRE	10/31/2023	209,528.22	05-58-11-69 STREETS
4666	DORNER INC	APPLICATION	CONTRACT 4-23-ANN STREET&	10/31/2023	4,500.00	16-58-16-60 CAPITAL OUTLAY
4666	DORNER INC	APPLICATION	CONTRACT 4-23-ANN STREET&	10/31/2023	16,132.80	03-99-99-99 CAPITAL OUTLAY
4666	DORNER INC	APPLICATION	CONTRACT 4-23-ANN STREET&	10/31/2023	4,000.00	02-97-30-11 SEWER REHABILITATION
4666	DORNER INC	APPLICATION	CONTRACT 4-23-ANN STREET&	10/31/2023	6,921.50	02-97-30-11 SEWER REHABILITATION

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total 4666:					241,082.52	
EMERGENCY STARTING & TOWING LLC						
5560	EMERGENCY STARTING & TOW	100303	TOWING-POLICE	10/03/2023	100.00	01-52-11-49 TOWING
Total 5560:					100.00	
5560	EMERGENCY STARTING & TOW	33312	TOWING-POLICE	10/18/2023	300.00	01-52-11-49 TOWING
Total 5560:					300.00	
EMILY MCFARLAND						
13218	EMILY MCFARLAND	102323 EM	MILEAGE REIMBURSEMENT-MA	10/23/2023	44.55	01-51-31-24 TRAVEL
Total 13218:					44.55	
13218	EMILY MCFARLAND	110123	MILEAGE REIMBURSEMENT-MA	11/01/2023	19.65	01-51-31-24 TRAVEL
Total 13218:					19.65	
ESSENTIAL DETAILS LLC						
554803	ESSENTIAL DETAILS LLC	277	2023 TS CONCERT SERIES HO	10/16/2023	157.00	26-55-43-41 EVENTS EXPENSES
Total 554803:					157.00	
FEILS CATERING						
6093	FEILS CATERING	H230929	MEALS - SENIOR CENTER	09/29/2023	45.36	24-58-11-07 SR. CENTER FUNDRAISI
Total 6093:					45.36	
FIRE MANUFACTURING INNOVATIONS LLC						
554942	FIRE MANUFACTURING INNOVA	29646	B MAP BOX 3 SLOT HORIZONT	10/24/2023	545.27	01-52-31-42 APPARATUS MAINTENAN
Total 554942:					545.27	
FIRE SERVICE INC						
6371	FIRE SERVICE INC	55434	SUSPENDERS FIRE	10/17/2023	97.00	24-58-11-05 FIRE 2% DUES
Total 6371:					97.00	
6371	FIRE SERVICE INC	WI-9667	MED 54 BRAKES, TIRES, FIRE	10/23/2023	4,191.12	01-52-31-42 APPARATUS MAINTENAN
Total 6371:					4,191.12	
6371	FIRE SERVICE INC	WI9735	E61 GROOM AND TRANSFER A	10/24/2023	70,079.14	01-52-31-42 APPARATUS MAINTENAN
Total 6371:					70,079.14	
6371	FIRE SERVICE INC	WI-9739	E63 REAR WHEEL SEALS AND	10/24/2023	2,198.45	01-52-31-42 APPARATUS MAINTENAN
Total 6371:					2,198.45	
6371	FIRE SERVICE INC	WI-9744	E63 REBUILD LADDER RACK H	10/24/2023	633.34	01-52-31-42 APPARATUS MAINTENAN
Total 6371:					633.34	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
6371	FIRE SERVICE INC	WI-9768	MED 54 B SERVICE FOR AMBU	10/24/2023	600.00	01-52-31-42 APPARATUS MAINTENAN
Total 6371:					600.00	
6371	FIRE SERVICE INC	WI-9779	E63 DOT A SERVICE OIL, FUEL,	10/25/2023	1,830.00	01-52-31-42 APPARATUS MAINTENAN
Total 6371:					1,830.00	
6371	FIRE SERVICE INC	WI-9943	E62 DIFFERENTIAL & TRANSMI	10/31/2023	1,017.22	01-52-31-42 APPARATUS MAINTENAN
Total 6371:					1,017.22	
6371	FIRE SERVICE INC	WI-9944	E62 ASERVICE INSPECTION, OI	10/31/2023	1,700.00	01-52-31-42 APPARATUS MAINTENAN
Total 6371:					1,700.00	
GAPPA SECURITY SOLUTIONS						
7125	GAPPA SECURITY SOLUTIONS	28442	MASTER KEY(2) - WW	10/31/2023	23.05	02-85-00-44 OFFICE SUPPLIES & EX
Total 7125:					23.05	
GENERAL COMMUNICATIONS INC						
7210	GENERAL COMMUNICATIONS I	325013	RADIO BATTERIES - 3	10/13/2023	309.80	01-54-21-40 RADIO MAINTENANCE
Total 7210:					309.80	
7210	GENERAL COMMUNICATIONS I	325366	BASE RADIO FOR VEH	10/19/2023	2,617.80	05-54-11-70 CAPITAL PROJECTS
Total 7210:					2,617.80	
HOLLIE SELLNOW						
555028	HOLLIE SELLNOW	103023	REIMBURSE SECURITY DEPOS	10/30/2023	100.00	01-27-19-70 SR. CENTER SECURITY
Total 555028:					100.00	
HYDRAULIC COMPONENT SERVICES INC						
553246	HYDRAULIC COMPONENT SER	27796	RECONDITION PLOW CYLINDE	10/19/2023	436.81	01-54-11-20 REPAIRS
Total 553246:					436.81	
553246	HYDRAULIC COMPONENT SER	27797	RECONDITION WING CYLINDE	10/19/2023	390.72	01-54-11-20 REPAIRS
Total 553246:					390.72	
HYDROCORP						
8994	HYDROCORP	0074917-IN	CROSS CONNECTION PROGRA	10/31/2023	1,278.00	03-99-23-18 OUTSIDE SERVICES EXP
Total 8994:					1,278.00	
INSIGHT FS						
9415	INSIGHT FS	16016911	GASOLINE - WW	10/19/2023	2,051.71	02-82-00-40 GASOLINE
Total 9415:					2,051.71	
9415	INSIGHT FS	57041250	TURFACE	10/19/2023	1,011.62	01-55-41-20 REPAIRS

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total 9415:					1,011.62	
9415	INSIGHT FS	57041296	WHEAT SEED - 2 BAGS	10/23/2023	54.00	01-54-31-18 SUPPLIES & EXPENSE
Total 9415:					54.00	
INTERSTATE BILLING SERVICE INC						
9490	INTERSTATE BILLING SERVICE	X101078802:0	BRAKES SOLID WASTE	10/18/2023	1,018.30	17-58-17-20 REPAIRS
Total 9490:					1,018.30	
9490	INTERSTATE BILLING SERVICE	X101078802:0	WIPER BLADES FOR SOLID WA	10/17/2023	56.80	17-58-17-20 REPAIRS
Total 9490:					56.80	
J&L ENGRAVING						
10016	J&L ENGRAVING	3228	BRENNAN/PATTERSON PERSO	09/30/2023	18.25	24-58-11-05 FIRE 2% DUES
Total 10016:					18.25	
J&L TIRE INC						
10009	J&L TIRE INC	111397	SQUAD REPAIRS-POLICE	09/19/2023	38.00	01-52-11-44 VEHICLE REPAIRS & MAI
Total 10009:					38.00	
10009	J&L TIRE INC	111425	SQUAD REPAIRS-POLICE	09/19/2023	44.95	01-52-11-44 VEHICLE REPAIRS & MAI
Total 10009:					44.95	
10009	J&L TIRE INC	111438	SQUAD REPAIRS-POLICE	09/20/2023	44.95	01-52-11-44 VEHICLE REPAIRS & MAI
Total 10009:					44.95	
10009	J&L TIRE INC	111485	SQUAD REPAIRS-POLICE	09/21/2023	75.95	01-52-11-44 VEHICLE REPAIRS & MAI
Total 10009:					75.95	
10009	J&L TIRE INC	111486	SQUAD REPAIRS-POLICE	09/21/2023	44.95	01-52-11-44 VEHICLE REPAIRS & MAI
Total 10009:					44.95	
10009	J&L TIRE INC	111516	SQUAD REPAIRS-POLICE	09/22/2023	121.95	01-52-11-44 VEHICLE REPAIRS & MAI
Total 10009:					121.95	
10009	J&L TIRE INC	111539	SQUAD REPAIRS-POLICE	09/25/2023	44.95	01-52-11-44 VEHICLE REPAIRS & MAI
Total 10009:					44.95	
10009	J&L TIRE INC	112178	SQUAD REPAIRS-POLICE	10/27/2023	776.88	01-52-11-44 VEHICLE REPAIRS & MAI
Total 10009:					776.88	
10009	J&L TIRE INC	367701	TIRES FOR TRAILER #28	10/13/2023	430.84	01-54-11-42 TIRES & TIRE REPAIR

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total 10009:					430.84	
10009	J&L TIRE INC	367919	CHIPPER BRAKES	10/19/2023	1,507.72	01-56-11-20 REPAIRS
Total 10009:					1,507.72	
10009	J&L TIRE INC	368112	TIRE DISPOSAL	10/30/2023	166.40	17-58-17-41 OUTSIDE RECYCLING S
Total 10009:					166.40	
10009	J&L TIRE INC	368113	TIRE DISPOSAL	10/30/2023	301.60	17-58-17-41 OUTSIDE RECYCLING S
Total 10009:					301.60	
JEFF PIRKEL						
16409	JEFF PIRKEL	10302023-10	RAIN BARREL REBATE - 2023	10/30/2023	40.00	16-58-16-45 EDUCATION & OUTREAC
Total 16409:					40.00	
JEFFERSON COUNTY SHERIFF						
10290	JEFFERSON COUNTY SHERIFF	10/6/23	SEPTEMBER BOARD BILL	10/06/2023	600.00	01-51-21-45 PRISONER EXPENSES
Total 10290:					600.00	
JEFFERSON FIRE AND SAFETY INC						
10300	JEFFERSON FIRE AND SAFETY	IN307335	5 FIRE COATS & PANTS (TURN	10/04/2023	15,355.00	24-58-11-05 FIRE 2% DUES
Total 10300:					15,355.00	
10300	JEFFERSON FIRE AND SAFETY	IN307881	ARMOR FIRE GLOVE FIRE	10/20/2023	90.00	24-58-11-05 FIRE 2% DUES
Total 10300:					90.00	
10300	JEFFERSON FIRE AND SAFETY	IN307912	RESUCE GLOVES (9) FIRE	10/20/2023	453.71	24-58-11-05 FIRE 2% DUES
Total 10300:					453.71	
JEFFERSON GLASS INC						
10307	JEFFERSON GLASS INC	101523	EMERGENCY PREP - INSTALL N	10/15/2023	5,200.00	15-53-14-18 SUPPLIES
Total 10307:					5,200.00	
JOHN BOEHRINGER						
555034	JOHN BOEHRINGER	103023	REIMBURSE SAFETY BOOTS	10/30/2023	79.99	01-55-41-59 SAFETY EQUIPMENT
Total 555034:					79.99	
JOHNS RECYCLING INC						
10496	JOHNS RECYCLING INC	23339	SINGLE STREAM MIX RECYCLI	09/30/2023	5,517.51	17-58-17-41 OUTSIDE RECYCLING S
Total 10496:					5,517.51	
JOHNSONS NURSERY INC						
10504	JOHNSONS NURSERY INC	MO-16206-1	TREE - BRANDT QUIRK PARK -	10/20/2023	200.00	05-58-11-69 STREETS

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total 10504:					200.00	
JUSTIN COOK						
555024	JUSTIN COOK	F480L9CGQR	WITNESS FEES	09/27/2023	17.00	01-51-61-42 WITNESS FEES
Total 555024:					17.00	
JX ENTERPRISES INC						
1094	JX ENTERPRISES INC	13214602P	TENSIONER BELT VEH #20	10/02/2023	282.80	17-58-17-20 REPAIRS
Total 1094:					282.80	
1094	JX ENTERPRISES INC	13215419P	BRAKE CALIPERS FOR SOLID	10/11/2023	1,248.45	17-58-17-20 REPAIRS
Total 1094:					1,248.45	
KAESTNER AUTO ELECTRIC INC						
11030	KAESTNER AUTO ELECTRIC IN	427118	WISC FLAG	10/21/2023	36.99	01-51-71-18 SUPPLIES & EXPENSE
11030	KAESTNER AUTO ELECTRIC IN	427118	WISC FLAG	10/21/2023	36.99	01-54-12-18 SUPPLIES & EXPENSE
Total 11030:					73.98	
KIMBALL MIDWEST						
11383	KIMBALL MIDWEST	101570254	SHOP STOCK SUPPLIES	10/24/2023	653.82	01-54-11-20 REPAIRS
Total 11383:					653.82	
11383	KIMBALL MIDWEST	101585195	MISC SHOP SUPPLIES	10/27/2023	61.50	01-54-11-20 REPAIRS
Total 11383:					61.50	
11383	KIMBALL MIDWEST	101585718	STOCK PARTS FOR STREET M	10/27/2023	897.40	01-54-11-20 REPAIRS
Total 11383:					897.40	
KWIK TRIP BUSINESS PLUS						
11973	KWIK TRIP BUSINESS PLUS	V1926 SEPT23	FUEL-FIRE	10/01/2023	81.65	01-52-31-40 FUEL
Total 11973:					81.65	
LAKESIDE INTERNATIONAL TRUCKS						
12048	LAKESIDE INTERNATIONAL TR	5179441P	CORE RETURN	10/20/2023	99.75-	01-54-11-20 REPAIRS
Total 12048:					99.75-	
12048	LAKESIDE INTERNATIONAL TR	5179457P	VEH #53 TURBO	10/24/2023	4,204.37	01-54-11-20 REPAIRS
Total 12048:					4,204.37	
12048	LAKESIDE INTERNATIONAL TR	5179577P	CLAMPS	10/25/2023	60.10	01-54-11-20 REPAIRS
Total 12048:					60.10	
12048	LAKESIDE INTERNATIONAL TR	5179637P	VEH #13 RADIATOR CAP	10/26/2023	31.69	01-54-11-20 REPAIRS

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total 12048:					31.69	
12048	LAKESIDE INTERNATIONAL TR	5179640P	FILTERS VEH #131	10/26/2023	271.74	01-54-11-20 REPAIRS
Total 12048:					271.74	
12048	LAKESIDE INTERNATIONAL TR	8122447	REGEN ISSUES WITH VEH #22	10/03/2023	634.40	17-58-17-20 REPAIRS
Total 12048:					634.40	
12048	LAKESIDE INTERNATIONAL TR	CM5179457P	CORE RETURN	10/26/2023	532.00-	01-54-11-20 REPAIRS
Total 12048:					532.00-	
LISA SCHWARTZ						
19380	LISA SCHWARTZ	101823	GREEN BAY CONFERENCE LEA	10/18/2023	357.20	01-51-60-24 TRAVEL & EDUCATION
Total 19380:					357.20	
LORI SCHWAGER						
555025	LORI SCHWAGER	0015847	REFUND FLAG FOOTBALL FEE	08/01/2023	13.50	01-44-62-10 REC DEPT. REVENUE
Total 555025:					13.50	
LYCON INC						
553951	LYCON INC	0376310-IN	FORMSHIELD -3	10/17/2023	185.40	16-58-16-19 MISC. STREET SUPPLIE
Total 553951:					185.40	
553951	LYCON INC	1004359-IN	MILFORD AND COMMERCE RE	10/15/2023	202.50	03-66-73-18 SUPPLIES-MAINT. T & D
553951	LYCON INC	1004359-IN	MILFORD AND COMMERCE RE	10/15/2023	1,092.00	16-58-16-46 EXCAVATE/REPAIR/INSTA
Total 553951:					1,294.50	
553951	LYCON INC	1005046-IN	CONCRETE ROBERT ST - WTR	10/22/2023	653.25	03-66-73-18 SUPPLIES-MAINT. T & D
Total 553951:					653.25	
MAAS BROS CONSTRUCTION CO						
13028	MAAS BROS CONSTRUCTION	APPLICATION	RDA TOWN SQUARE: PAYMENT	10/30/2023	8,979.03	05-95-11-70 RDA TOWN SQUARE
Total 13028:					8,979.03	
MARSHFIELD CLINIC HEALTH SYSTEM INC						
554669	MARSHFIELD CLINIC HEALTH S	102723	EMER PREP - AMERICORPS ME	10/31/2023	2,750.00	15-53-14-18 SUPPLIES
Total 554669:					2,750.00	
MARTELLE WATER TREATMENT						
13099	MARTELLE WATER TREATMEN	26088	CHEMICALS - WTR	10/31/2023	4,668.25	03-64-41-40 OPERATION CHEMICALS
Total 13099:					4,668.25	
MATT DUFFY						
555032	MATT DUFFY	0016037	REFUND FLAG FOOTBALL FEE	08/16/2023	13.50	01-44-62-10 REC DEPT. REVENUE

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total 555032:					13.50	
MC TOOLS & REPAIR LLC						
554422	MC TOOLS & REPAIR LLC	1663	PRESSURE WASHER GUN-JET	10/16/2023	780.72	02-83-10-45 TV/CLEANING EQUIPME
Total 554422:					780.72	
MCKAYLA CURRY						
55259	MCKAYLA CURRY	0015925	REFUND FLAG FOOTBALL FEE	08/08/2023	13.50	01-44-62-10 REC DEPT. REVENUE
Total 55259:					13.50	
MEAD AND HUNT INC						
554744	MEAD AND HUNT INC	356089	PROJ R4667475-231187.01 MAS	10/12/2023	15,882.04	05-58-11-40 BRIDGES
Total 554744:					15,882.04	
MENARDS INC						
13384	MENARDS INC	59920	SENIOR CENTER SHELTER RO	10/10/2023	90.26	24-55-41-20 ARPA Parks Repairs & Upg
Total 13384:					90.26	
13384	MENARDS INC	60351	BUNGEE ASST&WORKLITE-SO	10/18/2023	117.97	02-83-10-40 GENERAL PLANT STRUC
Total 13384:					117.97	
13384	MENARDS INC	60634	PARTS-PRIMARY DIGESTER -	10/24/2023	116.21	02-83-10-42 PROCESSING EQUIPME
Total 13384:					116.21	
13384	MENARDS INC	60793	PATIO GAS HEATER-TS	10/27/2023	314.56	26-55-43-18 SUPPLIES
Total 13384:					314.56	
MIDDLETON FARMERS COOPERATIVE COMPANY						
554035	MIDDLETON FARMERS COOPE	574	ROADMASTER FUEL	10/18/2023	27,092.34	01-54-11-40 GASOLINE
Total 554035:					27,092.34	
MULCAHY SHAW WATER INC						
13870	MULCAHY SHAW WATER INC	325459	CLEANING SOLUTION-ORTHO	10/16/2023	211.10	02-83-10-42 PROCESSING EQUIPME
Total 13870:					211.10	
NICOLE BOSQUE						
555027	NICOLE BOSQUE	0015960	REFUND FLAG FOOTBALL FEE	08/10/2023	13.50	01-44-62-10 REC DEPT. REVENUE
Total 555027:					13.50	
OLD DOMINION BRUSH CO INC						
15485	OLD DOMINION BRUSH CO INC	8745332	HOSE	10/09/2023	1,485.25	01-54-11-20 REPAIRS
Total 15485:					1,485.25	
ORGANIZATION DEVELOPMENT CONSULTANTS INC						
15684	ORGANIZATION DEVELOPMEN	13902	NEW HIRE PSYCH TEST BREN	09/29/2023	1,400.00	01-52-31-19 HIRING EXPENSES

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total 15684:					1,400.00	
15684	ORGANIZATION DEVELOPMEN	13909	PD - EMPL EXAM - SCHLIEVE	10/16/2023	700.00	01-52-11-17 OUTSIDE SERVICES
Total 15684:					700.00	
OTT HYDROMET CORP						
554401	OTT HYDROMET CORP	ACR/10048635	RIVER GAUGE STATION EQUIP	10/12/2023	1,412.20	16-58-16-31 TELEPHONE
Total 554401:					1,412.20	
PARKITECTURE+PLANNING						
554987	PARKITECTURE+PLANNING	2	RIVERSIDE PARK DESIGN	10/06/2023	7,820.00	05-58-11-20 PARK EXPANSION
Total 554987:					7,820.00	
PARTNERS MFG GROUP INC						
552643	PARTNERS MFG GROUP INC	2023-5165	TACH FOR VEH #194B	10/11/2023	234.00	16-58-16-22 MAINTENANCE
Total 552643:					234.00	
PASSENGER TRANSIT INC						
16165	PASSENGER TRANSIT INC	1463	CAB SERVICE-REVENUE	10/11/2023	28,424.00-	13-42-73-75 CAB REVENUE
16165	PASSENGER TRANSIT INC	1463	CAB SERVICE-EXPENSE	10/11/2023	66,520.67	13-57-11-46 PURCHASED TRANSPOR
Total 16165:					38,096.67	
16165	PASSENGER TRANSIT INC	1478	TAXI RIDES-SR CTR	10/18/2023	96.50	24-58-11-07 SR. CENTER FUNDRAISI
Total 16165:					96.50	
PATRICIA REINDL						
54924	PATRICIA REINDL	102423	REFUND FLAG FOOTBALL PAR	10/24/2023	13.50	01-44-62-10 REC DEPT. REVENUE
Total 54924:					13.50	
PAYNE & DOLAN INC						
16185	PAYNE & DOLAN INC	APPLICATION	#6-23 BITUMINOUS SURFACING	10/31/2023	4,053.75	05-58-11-69 STREETS
Total 16185:					4,053.75	
16185	PAYNE & DOLAN INC	APPLICATION	#6-23 BITUMINOUS SURFACING	10/31/2023	9,893.15	05-58-11-69 STREETS
16185	PAYNE & DOLAN INC	APPLICATION	#6-23 BITUMINOUS SURFACING	10/31/2023	8,195.68	16-58-16-60 CAPITAL OUTLAY
16185	PAYNE & DOLAN INC	APPLICATION	#6-23 BITUMINOUS SURFACING	10/31/2023	32,029.89	03-99-99-99 CAPITAL OUTLAY
Total 16185:					50,118.72	
PERSONNEL EVALUATION INC						
16281	PERSONNEL EVALUATION INC	49211	PD NEW EMPL EXAM	09/30/2023	25.00	01-52-11-17 OUTSIDE SERVICES
Total 16281:					25.00	
PETER SEIBEL						
554973	PETER SEIBEL	103023	REIMBURSE SAFETY BOOTS	10/30/2023	100.00	01-55-41-59 SAFETY EQUIPMENT

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total 554973:					100.00	
POSITIVE CONCEPTS						
554725	POSITIVE CONCEPTS	0246060-IN	PD - SQUAD PAPER	09/27/2023	165.60	01-52-11-44 VEHICLE REPAIRS & MAI
Total 554725:					165.60	
PRECISIONCHEM LLC						
16707	PRECISIONCHEM LLC	16580	QRTLY CONTRACT BOILER SV	10/10/2023	175.00	02-85-00-20 OUTSIDE SERVICES EM
Total 16707:					175.00	
PROHEALTH MEDICAL GROUP INC						
16681	PROHEALTH MEDICAL GROUP I	319805	NEW HIRE TESTING BRENNAN	10/02/2023	660.00	01-52-31-19 HIRING EXPENSES
Total 16681:					660.00	
16681	PROHEALTH MEDICAL GROUP I	319814	NEW HIRE TESTING PATTERSO	10/02/2023	660.00	01-52-31-19 HIRING EXPENSES
Total 16681:					660.00	
PUBLIC SERVICE COMMISSION OF						
16900	PUBLIC SERVICE COMMISSION	2309-I-06230	DIRECT ASSIST-FIN ASST PRG	10/17/2023	384.37	03-99-28-18 REGULATORY COMMISS
Total 16900:					384.37	
R&R INSURANCE SERVICES INC						
18005	R&R INSURANCE SERVICES IN	2913678	WORK COMP INSURANCE - OC	10/02/2023	26,000.00	01-51-94-46 WORKMAN'S COMPENS
Total 18005:					26,000.00	
18005	R&R INSURANCE SERVICES IN	2913679	CYBER LIABILITY - LWMMI	10/02/2023	17,539.00	01-51-94-40 PUBLIC LIABILITY
Total 18005:					17,539.00	
REGISTRATION FEE TRUST						
18383	REGISTRATION FEE TRUST	10312023	SUPPLICATE PLATE C17545 VEH	10/31/2023	4.00	01-54-11-20 REPAIRS
Total 18383:					4.00	
RHYME BUSINESS PRODUCTS						
4092	RHYME BUSINESS PRODUCTS	34994907	COPIER MAINT FEE-	10/02/2023	235.43	01-54-10-26 MAINTENANCE CONTRA
Total 4092:					235.43	
4092	RHYME BUSINESS PRODUCTS	35090262	COPIER MAINT FEE-BS&Z	10/17/2023	176.86	01-52-41-26 MAINTENANCE CONTRA
Total 4092:					176.86	
4092	RHYME BUSINESS PRODUCTS	35202176	COPIER MAINT FEE-	10/31/2023	341.48	01-52-11-20 MAINTENANCE CONTRA
Total 4092:					341.48	
RICHTER HEATING & AC INC						
18503	RICHTER HEATING & AC INC	23731	HVAC MAINT	10/06/2023	1,098.00	01-55-20-17 CONTRACT SERVICES

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total 18503:					1,098.00	
RICOH USA INC						
18509	RICOH USA INC	5068325429	COPIER CONTRACT-	10/20/2023	435.83	01-55-20-17 CONTRACT SERVICES
Total 18509:					435.83	
RNOW INC						
552807	RNOW INC	2023-67766	ARM OVERHAUL VEH #21	10/10/2023	5,961.69	17-58-17-20 REPAIRS
Total 552807:					5,961.69	
ROBERT E LEE & ASSOCIATES						
12297	ROBERT E LEE & ASSOCIATES	85185	PROJECT 15364086 MAIN ST U	10/24/2023	1,459.75	03-99-23-18 OUTSIDE SERVICES EXP
Total 12297:					1,459.75	
12297	ROBERT E LEE & ASSOCIATES	85186	15364090 WTR RELOC-W MAIN/	10/24/2023	3,264.00	03-99-23-18 OUTSIDE SERVICES EXP
Total 12297:					3,264.00	
12297	ROBERT E LEE & ASSOCIATES	85198	PROJECT 15364088 DEWEY AV	10/24/2023	22,528.06	05-58-11-69 STREETS
12297	ROBERT E LEE & ASSOCIATES	85198	PROJECT 15364088 DEWEY AV	10/24/2023	7,509.36	16-58-16-60 CAPITAL OUTLAY
Total 12297:					30,037.42	
RYAN KUERSCHNER						
554031	RYAN KUERSCHNER	10302023-9	RAIN BARREL REBATE 2023	10/30/2023	40.00	16-58-16-45 EDUCATION & OUTREAC
Total 554031:					40.00	
RYAN THUROW						
20482	RYAN THUROW	101723	SAFETY BOOT REIMBURSEME	10/17/2023	100.00	01-55-41-59 SAFETY EQUIPMENT
Total 20482:					100.00	
SHERWIN WILLIAMS						
19523	SHERWIN WILLIAMS	4418-9	THROAT SEAL	10/19/2023	14.99	01-54-41-18 SUPPLIES & EXPENSE
Total 19523:					14.99	
SHORT ELLIOTT HENDRICKSON INC						
19563	SHORT ELLIOTT HENDRICKSO	455277	PROJ 170152 TDS WTTN PERMI	10/13/2023	749.70	24-54-10-44 435149 OUTSOURCE RE
Total 19563:					749.70	
STEPHANIE JUHL						
554820	STEPHANIE JUHL	101723	REIMBURSE MILEAGE WPRA W	10/17/2023	201.09	01-55-20-42 MILEAGE
554820	STEPHANIE JUHL	101723	REIMBURSE PARKING, MEAL W	10/17/2023	23.40	01-55-20-24 TRAVEL
Total 554820:					224.49	
STRAND ASSOCIATES INC						
19850	STRAND ASSOCIATES INC	0202778	SUBMIT PSC&SDWL APPL-CUS	10/11/2023	772.79	03-99-23-18 OUTSIDE SERVICES EXP

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total 19850:					772.79	
STRYKER SALES CORPORATION						
19870	STRYKER SALES CORPORATIO	9204890161	2 SMART BATTERIES FOR THE	10/24/2023	964.08	01-52-31-20 EQUIPMENT REPAIRS/RE
Total 19870:					964.08	
TAYLOR TEESCH						
554910	TAYLOR TEESCH	101	REIMBURSE FALL SOCCER PIC	10/11/2023	500.00	01-55-21-18 SUPPLIES & EXPENSE
Total 554910:					500.00	
THOMAS KAVAJECZ						
555026	THOMAS KAVAJECZ	0015866	REFUND FLAG FOOTBALL FEE	08/02/2023	13.50	01-44-62-10 REC DEPT. REVENUE
Total 555026:					13.50	
TONYS FIBER CARE						
20620	TONYS FIBER CARE	5348	CARPET CLEANING-SR CENTE	10/21/2023	950.00	01-55-20-17 CONTRACT SERVICES
Total 20620:					950.00	
TOP NOTCH AWARDS LLC						
20630	TOP NOTCH AWARDS LLC	2023-115	RETIREMENT PLAQUE KAMINS	10/30/2023	31.06	01-52-11-17 OUTSIDE SERVICES
20630	TOP NOTCH AWARDS LLC	2023-115	RETIREMENT PLAQUE DEWITT	10/30/2023	31.06	02-85-00-44 OFFICE SUPPLIES & EX
Total 20630:					62.12	
TOWER AUTO BODY LLC						
554538	TOWER AUTO BODY LLC	1116	JOHN DEERE MOWER ROOF -	10/26/2023	250.00	02-83-10-10 TRUCK & SUPPORT PUM
Total 554538:					250.00	
TRIANA'S CUSTOM CARPENTRY						
555030	TRIANA'S CUSTOM CARPENTR	10302023	MATERIALS FOR SENIOR CENT	10/30/2023	3,146.70	05-55-24-70 CAPITAL OUTLAY
Total 555030:					3,146.70	
555030	TRIANA'S CUSTOM CARPENTR	103023	MATERIALS FOR SIDE ENTRAN	10/20/2023	2,253.30	05-55-24-70 CAPITAL OUTLAY
Total 555030:					2,253.30	
TVG AUTOMATION LLC						
20013	TVG AUTOMATION LLC	10545	EQUIP CALIBRATION - WW	10/27/2023	1,548.79	02-83-10-30 INSTRUMENT CALIBRATI
Total 20013:					1,548.79	
UNIVERSAL RECYCLING TECHNOLOGIES LLC						
21538	UNIVERSAL RECYCLING TECH	ARINV207074	APPLIANCE AND ELECTRONIC	10/19/2023	815.00	17-58-17-41 OUTSIDE RECYCLING S
Total 21538:					815.00	
VANDEWALLE & ASSOCIATES						
22160	VANDEWALLE & ASSOCIATES	202308024	MAIN ST REMAKE - ARPA DOW	08/18/2023	7,305.00	24-58-11-26 DOWNTOWN/MAIN ST IM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total 22160:					7,305.00	
VILMA YOLANDA STAUDE						
19791	VILMA YOLANDA STAUDE	102023 WELL	WELLNESS GRANT REIMBURS	10/20/2023	40.15	01-51-60-18 SUPPLIES & EXPENSE
Total 19791:					40.15	
WATER TOWER CLEAN & COAT INC						
23124	WATER TOWER CLEAN & COAT	WT78874	RAW WTR RESERVOIR INTR CL	10/30/2023	3,500.00	03-66-72-18 SUPPLIES-MAINT.DISTRI
Total 23124:					3,500.00	
WATERTOWN AREA CHAMBER OF COMMERCE						
23160	WATERTOWN AREA CHAMBER	Q3 TOURISM	TOURISM FUNDS MANAGEMEN	10/19/2023	2,250.00	22-55-12-10 CHAMBER OF COMMER
Total 23160:					2,250.00	
WATERTOWN PLAYERS INC						
55066	WATERTOWN PLAYERS INC	025	LIVING STATUES FOR PUMPKIN	10/19/2023	250.00	26-55-43-41 EVENTS EXPENSES
Total 55066:					250.00	
WI DEPT OF JUSTICE						
23731	WI DEPT OF JUSTICE	455TIME-0000	RECORDS CHECKS	10/10/2023	2,511.75	01-52-13-18 SUPPLIES
Total 23731:					2,511.75	
23731	WI DEPT OF JUSTICE	G3488 202311	RECORDS CHECKS NEHLS WA	11/01/2023	7.00	02-82-00-18 SUPPLIES & EXPENSE
23731	WI DEPT OF JUSTICE	G3488 202311	RECORDS CHECKS STEGGALL	11/01/2023	7.00	01-52-31-19 HIRING EXPENSES
Total 23731:					14.00	
WI DEPT OF REVENUE						
23788	WI DEPT OF REVENUE	28 JEFFERSO	2023 FEE ASSESMENT OF MAN	10/25/2023	8,466.98	01-51-52-44 MANUFACTURING ASSE
Total 23788:					8,466.98	
WI EMPLOYMENT RELATIONS COMM						
23687	WI EMPLOYMENT RELATIONS	425-00000007	FILING FEE MEDIATION-FIRE	10/04/2023	400.00	01-52-31-22 DUES, FEES & SUBS
Total 23687:					400.00	
WOLFF PACK APPAREL & PROMOTIONS						
23904	WOLFF PACK APPAREL & PRO	2842	NEW EMPLOYEE SHIRTS BREN	10/23/2023	53.00	01-52-31-19 HIRING EXPENSES
Total 23904:					53.00	
23904	WOLFF PACK APPAREL & PRO	2852	NEW EMPLOYEE SHIRTS SCHLI	10/31/2023	26.50	01-52-11-17 OUTSIDE SERVICES
Total 23904:					26.50	
ZARNOTH BRUSH WORKS INC						
26150	ZARNOTH BRUSH WORKS INC	0195766-IN	GUTTER BROOMS VEH #132	10/06/2023	628.05	16-58-16-22 MAINTENANCE
Total 26150:					628.05	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
ZOLL MEDICAL CORPORATION						
26720	ZOLL MEDICAL CORPORATION	3842789	EKG MONITOR REPAIR FIRE	10/24/2023	5,799.00	01-52-31-54 EMS SUPPLIES
Total 26720:					5,799.00	
ZUERN BUILDING PRODUCTS INC						
26900	ZUERN BUILDING PRODUCTS I	491781	REFLECTION PARK PERGOLA	08/15/2023	8,014.55	07-58-11-15 PARK IMPROVEMENT-NEI
Total 26900:					8,014.55	
Grand Totals:					808,956.68	

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

Invoice.Payment due date = 11/07/2023

CREDIT CARD PURCHASES OVER \$10,000

Date	Amount	Expense Account	Vendor	Cardholder	Description
8/25/2023	\$10,454.18	02-82-00-60	Kemira Water Solutions	Hartz	Ferric Chloride Solution - WW
8/25/2023	\$12,375.00	02-82-00-50	Polydyne Inc	Hartz	Clarifloc C-3283 (100 - 55lb bags) - WW
8/30/2023	\$14,783.20	03-66-75-18	Jerry Hepp Excavating	Hartz	Excavating Tickets - Water
8/30/2023	\$12,375.00	02-82-00-50	Polydyne Inc	Hartz	Clarifloc C-3283 (100 - 55lb bags) - WW
9/7/2023	\$9,251.45	03-66-75-18	Jerry Hepp Excavating	Hayden	Excavating Tickets - Water

PAYROLL SUMMARIES

For the Period of: 10/4/2023 10/17/2023

Section 11, 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	54	2	4,266.00	174.00	8,055.43	149,087.62	114,000.00	146,324.67
Fire	29	1	3,196.00	139.25	4,386.44	146,848.36	150,000.00	85,081.76
Municipal Court	1	1	100.00	-	-	-	-	3,024.88
Mayor	1	-	80.00	-	-	-	-	3,294.08
Bldg. Inspection	3	3	276.50	-	-	(47.44)	1,000.00	11,669.26
Attorney	2	1	217.50	-	-	-	-	7,325.14
Finance	6	-	480.00	1.00	35.03	1,553.98	1,500.00	14,363.83
Watertown TV	2	2	190.00	-	-	-	-	4,559.00
Administration	3	1	280.00	-	-	-	-	8,934.00
Engineering	6	-	470.00	-	-	-	-	11,745.55
Health	9	2	800.00	-	-	334.43	10,500.00	25,208.05
Library	8	17	1,197.75	-	-	75.40	-	25,323.44
Municipal Building	1	-	80.00	-	-	1,518.39	1,000.00	1,787.20
Solid Waste	7	-	560.00	-	-	1,304.80	3,000.00	13,114.49
Street	23	1	1,872.50	1.50	-	15,731.97	39,200.00	51,809.95
Park	9	1	671.50	10.00	441.06	9,922.81	18,000.00	16,205.53
Forestry	2	-	160.00	2.00	-	-	-	4,416.00
Park/Rec Admin	6	1	520.50	-	-	-	400.00	14,315.61
Recreation and Pools	-	31	216.25	-	-	1,623.81	500.00	3,271.97
Wastewater	10	-	800.00	8.00	344.38	8,213.27	18,000.00	22,908.17
Water Dept.	10	-	800.00	4.00	127.32	11,640.41	23,500.00	24,789.72
Crossing Guards	-	8	132.00	-	-	-	-	1,485.00
Police Auxiliary	-	8	35.50	-	-	-	-	559.48
Alderspersons (2nd PR)	-	9	9.00	-	-	-	-	4,666.68
TOTALS	192 FT	89 PT	17,411.00	339.75	13,389.66	347,807.81	380,600.00	506,183.46

PAYROLL SUMMARIES

For the Period of: 10/18/2023 10/31/2023

Section 11, Item A.

Department	Employees		Regular Hours	Overtime Hours	Overtime Costs this Pay Period	Y-T-D Overtime Costs	Overtime Budget	Total Payroll
	FT	PT						
Police	54	2	4,298.25	197.00	9,369.20	149,087.62	114,000.00	148,077.88
Fire	29	1	3,163.00	205.50	7,493.88	146,848.36	150,000.00	84,989.26
Municipal Court	1	1	100.00	-	-	-	-	3,024.88
Mayor	1	-	80.00	-	-	-	-	3,294.08
Bldg. Inspection	3	3	272.00	-	-	(47.44)	1,000.00	11,537.65
Attorney	2	1	214.50	-	-	-	-	7,264.80
Finance	6	-	480.00	1.50	52.54	1,553.98	1,500.00	14,381.34
Watertown TV	2	2	187.00	-	-	-	-	4,521.50
Administration	3	1	280.00	-	-	-	-	8,934.00
Engineering	6	-	470.00	-	-	-	-	11,745.55
Health	9	2	808.50	-	-	334.43	10,500.00	25,344.20
Library	8	17	1,177.00	-	-	75.40	-	25,027.45
Municipal Building	1	-	80.00	-	-	1,518.39	1,000.00	1,787.20
Solid Waste	7	-	560.00	1.25	43.81	1,304.80	3,000.00	13,370.31
Street	23	1	1,868.50	2.50	-	15,731.97	39,200.00	51,865.30
Park	9	1	752.00	2.00	70.38	9,922.81	18,000.00	17,905.58
Forestry	2	-	160.00	-	-	-	-	4,416.00
Park/Rec Admin	6	1	518.00	-	-	-	400.00	14,285.61
Recreation and Pools	-	34	311.25	-	-	1,623.81	500.00	4,099.06
Wastewater	10	-	800.00	14.50	657.25	8,213.27	18,000.00	23,337.86
Water Dept.	10	-	800.00	7.00	280.02	11,640.41	23,500.00	24,942.43
Crossing Guards	-	9	112.25	-	-	-	-	1,262.81
Police Auxiliary	-	5	41.50	-	-	-	-	565.23
Alderspersons (2nd PR)	-	-	-	-	-	-	-	-
TOTALS	192 FT	81 PT	17,533.75	431.25	17,967.08	347,807.81	380,600.00	505,979.98

November 3, 2023

TO: Members of the Common Council

The following application has been recommended for approval by the Licensing Board:

Application for an agent change for American Legion Pitterle - Beaudoin Post 189 from Robert Hamburger to Stephen Zillmer.

The following application has been recommended for conditional approval by the Licensing Board:

Application for a "Class B" Malt and Liquor License from Dani's Pour Decisions LLC DBA Pour Decisions (Danielle Glazar, Agent) located at 715 W. Main Street.

Conditions include – All necessary inspections being passed.

The following application has been recommended for denial by the Licensing Board:

Application for an operator's license from Jessica Raatz based on Cat I. in the City of Watertown Licensing Guidelines and due to probation restrictions.

CATEGORY I. (Any applicant who has been convicted of, released from incarceration in a federal or state prison system or a county jail, or released from parole or probation status for an offense substantially related to the license sought within the last ten (10) years (Exception: a statutory Class A felony conviction may be considered a lifetime disqualifier) will not be eligible for a license. Such offenses include but are not limited to the following: a. Violent offenses against the person of another, including but not limited to homicide, aggravated battery, sexual assault, injury by negligent use of a weapon, injury by negligent use of a vehicle, or injury by intoxicated use of a vehicle. b. Offenses involving cooperation with law enforcement officials including but not limited to, any offense of false alarms, obstructing a police officer, harassment of a police officer, resisting arrest, bribery of public officers or employees, misconduct in public office, perjury, false swearing, assault by prisoner, escape from custody, bail jumping or bomb scares. c. Offenses involving dishonesty, theft or misappropriation of funds, including but not limited to, burglary, entry into a locked vehicle, theft, fraud on hotel or restaurant keeper, issue of more than one worthless check, receiving or transferring stolen property, loan sharking, robbery, forgery and retail theft. d. Offenses involving children, including but not limited to, any abuse of children, sexual assault to a child, contributing to the delinquency of a minor, receiving stolen property from children, selling drugs to children, or any crime involving child pornography. e. Drug-related felony offenses, including but not limited to, any offense involving the sale of narcotics or other controlled substances, whether to adults or juveniles.)

Respectfully Submitted,

Megan Dunneisen, City Clerk

Appointment of Successor Agent – Retail Licenses

Submit this form to your licensing authority with a \$10 processing fee.

If there is a change in agent, each club, corporation, or limited liability company that holds a retail license to sell fermented malt beverages and/or intoxicating liquor must appoint a successor agent and have the appointment approved by the licensing authority pursuant to sec. 125.04(6), Wis. Stats. The following questions must be answered by the agent, and the appointment must be signed by an officer of the corporation/organization or one member of the limited liability company (only one signature is required).

Section 1: Licensee Information and Acknowledgement

Licensee Name

American Legion Pitherte-Beaudoin Post 189

Reason for Cancellation of Appointed Agent

X Voted out of office

The undersigned appoints

Stephen Zillmer

as

agent in accordance with sec. 125.04(6), Wis. Stats.

Signature of President/Member

Date 9/20/23

Section 2: Agent Information and Acknowledgement

Agent Name

X Stephen Zillmer

Mailing Address

118754 Jefferson Rd

City or Post Office

Watertown

State

WI

Zip Code

53094

Agent Questions

- | | Yes | No |
|---|-------------------------------------|-------------------------------------|
| 1. Are you of legal drinking age? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Have you been a resident of Wisconsin for at least 90 continuous days prior to the date of appointment as agent? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Have you ever been convicted of a federal law violation? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Have you ever been convicted of a state law violation? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Have you ever been convicted of a local ordinance violation? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Have you completed the required responsible beverage server training course per sec. 125.04(5)(a)5, Wis. Stats.? ... | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

UNDER PENALTY OF LAW, I declare that my answers above are true and correct to the best of my knowledge and belief.

I hereby accept appointment as agent for American Legion Pitherte-Beaudoin Post 189 and assume full responsibility of the conduct of the business relative to fermented malt beverages and intoxicating liquors.

Signature of Agent

Date 9-20-23

Section 3: Licensing Authority Approval

Municipality Name

City of Watertown

Signature of Official

Chief of Police

Date 9/21/2023

Form
AT-106Original Alcohol Beverage
License Application

FOR CL
Municipality C. OF WATERTOWN
License Period

License(s) Requested

- ☐ Class "A" Beer \$ 100 ☐ "Class A" Liquor \$ 450
☒ Class "B" Beer \$ 100 ☒ "Class B" Liquor \$ 450
☐ "Class C" Wine \$ 100 ☐ "Class A" Liquor (Cider Only) \$ 0
☐ Reserve "Class B" Liquor \$ _____ ☐ "Class B" (Wine Only) Winery \$ _____

License Fees	\$ <u>777.47</u>
Publication Fee	\$ <u>175.00</u>
Background Check	\$
Total Fees	\$

Part A: Premises/Business Information

1. Legal Business Name (registered entity name or individual's name if sole proprietorship)

Dani's Pour decisions LLC

2. Trade Name or DBA

Pour decisions

3. Premises Address

715 W. Main St. Watertown WI 53094

4. County

Jefferson

5. Municipality

Watertown

6. Aldermanic District

7. Mailing Address (if different from premises address)

1405conomowoc ave Apt 7, Watertown WI 53094

8. FEIN

93-3472218

9. Wisconsin Seller's Permit Number

456-1031499919-04

10. Premises Phone

11. Premises Email

decisionspour@yahoo.com

12. Entity Type (check one)

- ☐ Sole Proprietor ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

13. Premises Description - Describe the building or buildings where alcohol beverages are to be sold and stored. Describe all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. Alcohol beverages may be sold and stored ONLY on the premises described in this application. Attach additional sheets if necessary.

The building is located at 715 W. Main St in Watertown WI. Alcohol Sales, service, Consumption and/or storage shall take place in the main Bar area located on the first floor. Storage of alcohol shall also take place in back storage/office space and in the basement.

Part B: Questions

1. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit a copy of Responsible Beverage Server Training Course Certificate..... ☒ Yes ☐ No
2. Does the applicant business or its partners, officers, directors, managing members, or agent hold a direct or indirect interest in any alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)?..... ☐ Yes ☒ No
If yes, please explain using the space below. Attach additional sheets if necessary.

Part C: For Corporate/LLC Applicants Only		
1. State of Registration <i>Wisconsin</i>		2. Date of Registration <i>9/12/23</i>
3. Is the applicant business owned by another corporation or LLC? If yes, please provide the name and FEIN of the parent company below, include parent company members in Part D, and attach Form AT-103 for all of the parent company's principal members, managers, officers, or directors <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Name of Parent Company		FEIN of Parent Company
4. Does the parent company or any of its officers, directors, managing members, or agent hold any direct or indirect interest in any other alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please explain using the space below. Attach additional sheets if necessary.		
5. Agent's Last Name	Agent's First Name	Phone

Part D: Individual Information
A Supplemental Questionnaire, Form AT-103, must be completed and attached to this application for each person involved in the applicant business and any parent company as indicated in Part C. Persons in the applicant business include: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all managing members and agent of a limited liability company.

List the full name, title, and phone number for each person below. Attach additional sheets if necessary.

Last Name	First Name	Title	Phone

Part E: Attestation	
Who must sign this application? • sole proprietor • one general partner of a partnership • one corporate officer • one managing member of an LLC	
READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.	
Signature <i>Danielle Glazar</i>	Date <i>9/19/23</i>
Name (Last, First, M.I.) <i>Glazar Danielle M.</i>	
Title <i>owner</i>	Email <i>decisionspoured@yahoo.com</i>
Phone <i>920-988-5566</i>	

Part F: For Clerk Use Only		
Date application was filed with clerk <i>9/28/23</i>	Date reported to governing body <i>10/17/23</i>	Date provisional license issued (if applicable) <i>N/A</i>
Date license granted	License number	Date license issued
Signature of Clerk/Deputy Clerk		

ORDINANCE TO
ADOPT THE PLANNED UNIT DEVELOPMENT – GENERAL DEVELOPMENT PLAN (GDP)
IMPLEMENTATION PLAN (PIP) UNDER SECTION 550-152 FOR 711 WEST MAIN STREET (PIN: 291-0815-0422-104)

Section 12, Item C.

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

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

SECTION 1. The following flexibilities have been identified by the City of Watertown Plan Commission in regard to the Planned Unit Development – General Development Plan & Precise Implementation Plan for 711 West Main Street:

1. Section § 550-31A(2)(h): The Indoor Commercial Entertainment land use may exceed the hours of operation of the Neighborhood Business Zoning District
2. Section § 550-56A(1)(a): The accessory land use of Commercial Apartments may continue on the 1st floor.

SECTION 2. The following conditions have been identified by the City of Watertown Plan Commission & Site Plan Review Committee regarding the Planned Unit Development – General Development Plan & Precise Implementation Plan for 711 West Main Street:

1. Chapter 220: Alcohol Beverages and Other Beverages, of the City of Watertown Municipal Code shall apply to all applicable land uses.
2. The Indoor Commercial Entertainment land use shall continue compliance with Section § 550-142J of the City of Watertown Municipal Code.

SECTION 3. The Common Council of the City of Watertown approves the 711 West Main Street General Development Plan & Precise Implementation Plan, inclusive of full and continuous compliance with the submittal documents, the list of flexibilities and conditions provided in the submittal, and with any conditions identified by City Staff and the Plan Commission


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

DATE:	April 19, 2022		May 3, 2022	
READING:	1ST		2ND	
	YES	NO	YES	NO
DAVIS		✓		✓
LAMPE	✓		✓	
RUETTEN ①	✓		① ✓	
BARTZ ②	✓		② ✓	
LICHT		✓	✓	
SMITH	✓		✓	
SCHMID		✓		✓
WETZEL		✓	Absent	
ROMLEIN	✓		Absent	
MAYOR MCFARLAND	—		—	
TOTAL	3	4	5	2

ADOPTED May 03, 2022


 CITY CLERK

APPROVED May 03, 2022


 MAYOR

CITY OF WATERTOWN, WISCONSIN
OFFICE OF CITY CLERK

September 28, 2023

To: Building Inspector
Health Inspector
Fire Inspector
Police Dept.
Building, Safety and Zoning

The persons, or firms, listed below have filed application for a "Class B" Malt & Liquor License -- Tavern at the address indicated. A description of the licensed premises is indicated. Please make the inspections and reports required by Section 220-4 (C) of the Municipal Code and **return** this form to our office so we can properly issue the license. (Circle your department above)

Zoning - please indicate if there are any zoning code restrictions, conditional use permits, or successor conditional use permits that need to be filed.

APPLICANT
BUSINESS ADDRESS/DESCRIPTION

Dani's Pour Decisions
DBA Pour Decisions
715 W. Main St.
Watertown, WI 53094 Alcohol sales, service, consumption, and/or storage shall take place in the main bar area located on the first floor, storage of alcohol shall also take place in back storage/office space and in the basement.

Danielle Glazer - Agent – 920-988-5566 decisionspour@yahoo.com

Application for liquor license will be considered by the Licensing Board on October 11, 2023.

Provisional license has NOT been requested.

Having made the inspections required by the Watertown Municipal Code for the named applicant, our department *(please check one)*

- Recommends that the regular license(s) be issued
- Does not recommend that the regular license(s) be issued based on the following reasons:

☒ Recommends that the regular license(s) be issued contingent on the following conditions:
see attached letter

Does not apply to our department

Signature *Doug Zwier* Date *10/3/23*

Title *Building Insp*

(Please return completed form to the Clerk's office. Thank you.)



BUILDING, SAFETY & ZONING DEPARTMENT

Section 12, Item C.

Main Office
920-262-4060

Brian Zirbes
920-262-4041

Mark Hady
920-342-0986

Nikki Zimmerman
920-262-4045

Dell Zwieg
920-262-4042

Doug Zwieg
920-262-4062

Dennis Quest
920-262-4061

October 3, 2023

Re: 715 W. Main Street, Watertown

Regarding the application for liquor license being reviewed by the Licensing Board on October 11, 2023, I recommend the regular license(s) be issued contingent on the following conditions:

- 1) Plumbing must be fixed under the bar and in the basement – a plumbing permit will be required for this work.
- 2) A plumbing permit shall be pulled for the work completed in the bathroom.
- 3) GFCI outlets are needed (an electric permit must be pulled for this work), covers are required on the outlets and some wiring must be removed/cleaned up in the basement.
- 4) The back porch and stairs must be brought up to code. A building permit will be required for this work.

Sincerely,

Douglas G. Zwieg
Building Inspector

CITY OF WATERTOWN, WISCONSIN
OFFICE OF CITY CLERK

RECEIVED
OCT 06 2023
RECEIVED
OCT 06 2023

September 28, 2023

To: Building Inspector
Health Inspector
Fire Inspector
Police Dept.
Building, Safety and Zoning

The persons, or firms, listed below have filed application for a "Class B" Malt & Liquor License -- Tavern at the address indicated. A description of the licensed premises is indicated. Please make the inspections and reports required by Section 220-4 (C) of the Municipal Code and **return** this form to our office so we can properly issue the license. (Circle your department above)

Zoning - please indicate if there are any zoning code restrictions, conditional use permits, or successor conditional use permits that need to be filed.

APPLICANT
BUSINESS ADDRESS/DESCRIPTION

Dani's Pour Decisions
DBA Pour Decisions
715 W. Main St.
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Danielle Glazer - Agent – 920-988-5566 decisionspour@yahoo.com

Application for liquor license will be considered by the Licensing Board on **October 11, 2023.**

Provisional license has NOT been requested.

Having made the inspections required by the Watertown Municipal Code for the named applicant, our department (please check one)

Recommends that the regular license(s) be issued

Does not recommend that the regular license(s) be issued based on the following reasons:

☒ Recommends that the regular license(s) be issued contingent on the following conditions:
same oco charter. New occupant sign.

Does not apply to our department

Signature  Date 10/5/23

Title Deputy Chief

(Please return completed form to the Clerk's office. Thank you.)

CITY OF WATERTOWN, WISCONSIN
OFFICE OF CITY CLERK

September 28, 2023

To: Building Inspector
Health Inspector
Fire Inspector
Police Dept.
Building, Safety and Zoning –

The persons, or firms, listed below have filed application for a "Class B" Malt & Liquor License -- Tavern at the address indicated. A description of the licensed premises is indicated. Please make the inspections and reports required by Section 220-4 (C) of the Municipal Code and **return** this form to our office so we can properly issue the license. **(Circle your department above)**

Zoning - please indicate if there are any zoning code restrictions, conditional use permits, or successor conditional use permits that need to be filed.

APPLICANT
BUSINESS ADDRESS/DESCRIPTION

Dani's Pour Decisions
DBA Pour Decisions
715 W. Main St.
Watertown, WI 53094

Alcohol sales, service, consumption, and/or storage shall take place in the main bar area located on the first floor, storage of alcohol shall also take place in back storage/office space and in the basement.

Danielle Glazer - Agent – 920-988-5566 decisionspour@yahoo.com

Application for liquor license will be considered by the Licensing Board on **October 11, 2023.**

Provisional license has NOT been requested.

Having made the inspections required by the Watertown Municipal Code for the named applicant, our department **(please check one)**

Recommends that the regular license(s) be issued

Does not recommend that the regular license(s) be issued based on the following reasons:

Recommends that the regular license(s) be issued contingent on the following conditions:

Does not apply to our department

Signature [Signature] Date 11/1/23

Title Assistant Chief

(Please return completed form to the Clerk's office. Thank you.)

ORDINANCE TO
AMEND SECTION 500-10(D) OF THE CITY OF WATERTOWN GENERAL ORDINANCES

SPONSOR: ALDERPERSON DAVIS
FROM: PUBLIC SAFETY & WELFARE COMMITTEE

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

SECTION 1. Amend Watertown Ordinance Section 500-10 (D) as Follows

500-10(D) Left turns prohibited. No person shall make a left turn at any of the following places:
~~(1) Westbound traffic on Main Street shall be prohibited from making a left turn south onto Third Street between 2:30 p.m. and 5:30 p.m. on all days except Sundays and holidays.~~
~~(2)(1)~~ Southbound traffic on State Trunk Highway 26 shall not make a left turn into the driveway south of the intersection with Bernard Street.
~~(3)(2)~~ Southbound traffic on State Trunk Highway 26 shall not make a left turn into the first driveway south of the intersection with West Main Street on the east side of the street (Walgreens).
[Added by Ord. No. 99-48]
~~(4)(3)~~ Northbound traffic on State Trunk Highway 26 shall not make a left turn into the first driveway north of the intersection with West Milwaukee Street on the west side of the street (Auto Zone).
[Added by Ord. No. 00-04]
~~(5)(4) Westbound traffic on Gateway Drive shall not make a left turn south onto South Church Street (STH 26).~~
[Added by Ord. No. 02-02]

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:	October 17, 2023		November 7, 2023	
READING:	1ST		2ND	
	YES	NO	YES	NO
DAVIS				
LAMPE				
BOARD				
BARTZ				
BLANKE				
SMITH				
SCHMID				
WETZEL				
MOLDENHAUER				
MAYOR MCFARLAND				
TOTAL				

ADOPTED November 7, 2023

CITY CLERK

APPROVED November 7, 2023

MAYOR

Memo

To: Finance Committee

From: Megan Dunneisen, City Clerk

Date: October 20, 2023

Re: MOU with the Wisconsin Election Commission for the obligations pertaining to the Badger Book electronic poll book and associated software

In 2022 the Finance Committee approved the purchasing of Badger Books, an electronic poll book that is specific to Wisconsin election practices and statutes, to be used in the administration of Watertown's elections. The Badger Books were received in August 2022, and the steps of training staff and election officials began.

It was decided that the city would partially implement the use of the Badger Books for City Hall districts during the November 2022 election. The transition went smooth and efficiently.

For the February and April 2023 elections, full use of the Badger Books was made in all districts. Again, the transition went smooth and efficiently for all stages of the election process just as anticipated.

Recently the Wisconsin Election Commission has put out the requirement that all municipalities who participate in the Badger Book system and utilize the electronic poll book software created by the commission, enter into a Memorandum of Understanding listed as Exhibit A.

I recommend that the city enters into the MOU with the Wisconsin Election Commission to continue utilizing the Badger Book system.

Thank you for your consideration.

Respectfully,

Megan Dunneisen, City Clerk

**RESOLUTION TO
ENTER MEMORANDUM OF UNDERSTANDING WITH THE
WISCONSIN ELECTION COMMISSION FOR THE OBLIGATIONS
PERTAINING TO THE BADGER BOOK ELECTRONIC POLL BOOKS
AND ASSOCIATED SOFTWARE**

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

Whereas, the Wisconsin Elections Commission authorized the development of an electronic poll book system in 2017 to be used in polling places in the state on election day. The "Badger Book" is electronic poll book software that is specific to Wisconsin elections practices and statutes. The Badger Book is the only electronic poll book software created with, and given the necessary permissions to have, direct integration to WisVote, the statewide election management and voter registration system.

Whereas, the Finance Committee approved the purchase of the Badger Books on February 7, 2022 and the Clerk initiated the use of the Badger Books in part for the November 2022 election and in full for the 2023 elections.

Whereas, the Badger Book will only be supported and allowable on a limited set of hardware selected by the Commission, which is defined as Approved Hardware herein.

Whereas, Municipal User seeks to participate in the Badger Book program and utilize the electronic poll book software created by the Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF WATERTOWN, WISCONSIN: that the proper City Officials are hereby authorized to complete and submit the recently required MOU for the obligations pertaining to the Badger Book electronic poll book and the associated software referenced in Exhibit A.

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

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

ADOPTED November 7, 2023

CITY CLERK

APPROVED November 7, 2023

MAYOR



Memorandum of Understanding

By and Between

Watertown

(Badger Book User, Name of Municipality, County)

And

Wisconsin Elections Commission

This Memorandum of Understanding (hereinafter referred to as the "MOU") is effective as of the last date of signature affixed hereto, and is entered into by and between the Badger Book User of Watertown in Dodge/Jefferson County, Wisconsin, Administrator/Chair Emily McFarland ("Municipal User"), Address 106 Jones Street, Watertown WI 53094, and the Wisconsin Elections Commission ("Commission"), 201 West Washington Avenue, Madison, WI 53703 for the purpose of detailing the parties' obligations pertaining to the Badger Books electronic poll book and associated software.

Whereas, the Wisconsin Elections Commission authorized the development of an electronic poll book system in 2017 to be used in polling places in the state on election day. The "Badger Book" is electronic poll book software that is specific to Wisconsin elections practices and statutes. The Badger Book is the only electronic poll book software created with, and given the necessary permissions to have, direct integration to WisVote, the statewide election management and voter registration system.

Whereas, the Badger Book will only be supported and allowable on a limited set of hardware selected by the Commission, which is defined as Approved Hardware herein.

Whereas, Municipal User seeks to participate in the Badger Book program and utilize the electronic poll book software created by the Commission.

Therefore, the parties hereby resolve and agree they will mutually comply with the following terms of this MOU.

I. **Scope**

- A. **Badger Book Software:** The Badger Book is primarily used by Municipal Users to check in voters, process absentee ballots, and register voters on election day. The Badger Book, and associated operating system, drivers, and other components, is used to maintain the voter number and count independent of poll worker input. Each process was chosen and designed based on feedback provided by clerks and poll workers from across the state, and the Commission welcomes continued feedback from the Municipal User. After election day, a data file generated from the Badger Book is used to upload election participation and Election Day Registration information into the Commission's WisVote system. Regardless, each party to this MOU retains the independent custodial and recordkeeping responsibilities required under Wis. Stat. Chapter 19, and other provisions of law. The software utilized to operate the Badger Book will only be that approved by the Commission for use, as conveyed to the Municipal user ("Approved Software"). The sunseting, movement to an updated version, or prohibition of use, of current Approved Software will be ordered within the sole discretion of the Commission.
- B. **Badger Book Hardware:** One Badger Book station includes the main terminal computer with a touch screen for electronic signature capture, a wireless mouse, a wireless keyboard, a barcode scanner, a case of thermal printer paper, and a printer that can either be integrated into the terminal base column or as a stand-alone printer. Additionally, a router and a specific USB flash drive (a/k/a memory stick) must be purchased by Municipal User for each polling place. The router facilitates secure communication locally between the Badger Book machines. The USB drive is used to transfer data from an internet-connected computer to the Badger Book server machine, and this is the only method that may be employed by Municipal User to transfer this critical information.
 - i. The Badger Book is currently supported on the HP ElitePOS 141 Point of Sale retail terminal, and this is the only Commission-approved hardware for use with Badger Book software.
 - ii. Additional hardware may be approved by the Commission at a future date. This MOU will not be nullified or otherwise invalidated by a Municipal User's purchase or use of new Badger Book hardware configurations approved by an affirmative vote of the Commission or otherwise authorized by Commission staff through formal, written notification to Municipal Users or public postings directed to elections officials ("Approved Hardware").
 - iii. The sunseting, or prohibition of use, of current Approved Hardware will be ordered within the sole discretion of the Commission. The Commission will use best efforts to plan, notify, and otherwise give advance notice to Municipal Users that a sunseting of currently Approved Hardware is upcoming, so that Municipal Users will have time to prepare and budget for any required changes. The sunseting or de-authorization of use for an Approved Hardware component/package will include, at a minimum, a loss of support for that hardware by the Commission or a future authorized support provider. The Commission may designate, in its exclusive discretion, a deadline at which the continued use of certain

hardware may result in a loss of license to use the Badger Book software (*e.g.*, hardware poses a significant security risk, a sunseting timeline has passed, etc.).

- iv. Use of hardware with the Badger Book software, other than Approved Hardware, is prohibited. Use of unapproved hardware with the Badger Book may result in the Commission immediately or subsequently revoking Municipal User's license to the software. The Badger Book hardware should not be used with any non-Commission authorized software, applications, internet connected activities, or purposes not associated with the administration of elections.

II. **Badger Book Software License**

- A. Badger Book is an on-premise software solution, which may be downloaded onto the Approved Hardware with the permission of the Commission staff, only after agreement to the terms provided within this MOU. Existing Municipal Users may be asked to retroactively agree to the terms of this MOU, and continued use is contingent upon such execution of these required terms.
- B. The Commission grants to Municipal User, solely for the uses authorized herein, a nontransferable, nonexclusive, terminable, limited license to the Badger Book software. Municipal User shall prevent unauthorized access to the Badger Book software and municipal hardware. The Commission requires installation of antivirus and antispyware software on the Approved Hardware and other internet-connected hardware used for uploading the extracted data into WisVote.
- C. The Badger Book software is licensed not sold to Municipal User. The Commission retains all rights, title, interest, and ownership over the software, as well as audit access to the Badger Book and licensed software therein.

III. **Badger Book License Use Provisions**

- A. Municipal User shall not, and shall not permit any third-party to: i) reverse engineer, decompile, or disassemble the Badger Book software; ii) attempt in any other manner to obtain the source code; iii) create derivative works of, or make modifications to the Badger Book software; iv) grant use of the Badger Book to any user not approved by the Commission as detailed herein; v) otherwise grant unauthorized access or visibility to ancillary systems such as WisVote and its protected data and information; vi) use the Approved Hardware or Badger Book software shall only be in accordance with the intended purpose and no other systems or solutions shall be placed on or utilized on the hardware.
- B. While some Approved Hardware may be enabled to have router connectivity, Municipal User shall only use that connectivity to allow the Approved Hardware (*i.e.*, Badger Books) to connect securely to each other within the polling place.
At no time should Approved Hardware ever be connected to the internet or any other network outside the polling place. Municipal User may wish to disable or otherwise block such functionality as it pertains to internet or outside connectivity. Unauthorized connection of the Municipal User's Approved Hardware may result in loss of the user's license, or removal from the Badger Book program by the Commission.

IV. **Software and Approved Hardware Delivery/Implementation/Use**

- A. Municipal User will purchase Approved Hardware through the Commission-authorized vendors. The vendor has been granted authority to download the

Badger Book software onto the purchased units. Municipal User is responsible for attending baseline, introductory training prior to the first election cycle for which the Approved Hardware will be used.

V. Allowance of Use and Program Requirements

- A. The Badger Book software license is provided to Municipal User free of charge. The only requirement for implementation and continued use is Municipal User compliance with the terms of this MOU. The joint obligations of the parties to this MOU include:
- B. Commission Requirements
 - i. Provide continued and free access to the Badger Book software.
 - ii. Provide reasonable, free software support, maintenance, and troubleshooting. This will include upgraded support and response times within one week of an election, and in the two days following an election, contingent upon Municipal User's continued compliance with the Commission's software update schedule.
 - iii. Provide reasonable hardware troubleshooting support.
 - iv. Continue to seek third-party software/hardware support for Municipal Users, that can be purchased by the user off of a competitively-procured state contract.
 - v. Provide baseline, train-the-trainer user training on the Badger Book, at no expense, to the authorized staff of the Municipal User. This may be initially conducted by Commission staff, or another trainer authorized by the Commission.
- C. Municipal User Requirements
 - i. Municipal Clerk and Deputy Clerk must remain certified and maintain required training hours every two years. Wis. Stat. § 7.15(1m) and Wis. Admin. Code EL 12.03(2).
 - ii. Authorized staff of the Municipal User, including but not limited to Municipal Clerk and/or designee, agree to attend introductory training provided by Commission staff or another trainer authorized by the Commission and provide such training to municipal election inspectors.
 - iii. An accurate user count of authorized municipal Badger Book users must be maintained, and that list shall be provided to the Commission upon request.
 - iv. Notification shall be given to the Commission each time new or additional Approved Hardware is purchased.
 - v. Municipal User must implement each required software update on all Badger Books in their possession, as required by the Commission, and on the schedule provided by the Commission. Non-compliance may result in revocation of the software license or removal from the program.
 - vi. All support requests to the Commission must be routed only through the Commission Helpdesk at Email: elections@wisconsin.gov or Phone: (608) 261-2028.
 - vii. The Badger Book shall be used, and elections must be conducted, in accordance with Wisconsin Statutes Chapters 5-10 and 12, as well as other applicable statutes, laws, and requirements placed on local

elections officials and Municipal Users. Paper pollbook copies should be prepared and maintained as a backup to the Badger Book.

- viii. If Municipal User is not a WisVote user ("Relier") and is part of an agreement with another jurisdiction to provide WisVote election system services, the provider ("WisVote Provider") must be a cosigner on this agreement. WisVote Providers are generally employees of the county in which the Relier is situated, but in some instances may be employees of another municipality.
- ix. Municipal User shall immediately report all suspected and actual Badger Book/software security breaches, improper system access, and noncompliance with this MOU to the Commission.

VI. Terms and Conditions of Badger Book Software License/Use

- A. **Term:** The term of this MOU, and the associated software license, are perpetual. Use and licensing of the software may be revoked by the Commission at any time for non-compliance with the terms of this MOU by the Municipal User. Revocation of a Municipal User's software license for reasons other than noncompliance requires ninety (90) days advance notice by the Commission. Municipal Users may withdraw from the Badger Book program at any time, but the Commission requests as much advance notice of potential or actual termination of program participation as possible. The Commission retains the right to require any reasonable withdrawal or return requirements associated with program participation and software usage.
- B. **Representations:** Each party to this MOU has and will provide accurate, current, and complete information. The signatories of this agreement are duly authorized to bind the parties to the terms stated herein. The Commission will use best efforts to create software updates to address functionality and security, and the Municipal User must implement such updates. Neither party will use or develop the software to infringe upon the intellectual property rights of third parties.
- C. **Warranties:** The Commission warrants that the Badger Book software will reasonably perform in accordance with program requirements and the purposes stated herein. Municipal User will only use the Badger Book software as authorized herein or as appropriate under the law. The Commission makes no warranty as to the performance or replacement of the Approved Hardware. Municipal User's sole recourse for hardware non-performance will be the manufacturer's warranty and similar guarantees. ALL OTHER WARRANTIES NOT DETAILED IN THIS MOU ARE DISCLAIMED AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY OTHER SIMILAR DAMAGES UNDER ANY THEORY OF LIABILITY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- D. **Indemnification:** The parties to this MOU will indemnify each other to the extent allowable under Wisconsin law.
- E. **Confidentiality:** The Badger Book software, Approved Hardware, associated documentation, WisVote system, login credentials, and data within those systems are confidential under state and federal law, and to the extent they are not, are required to be kept confidential under the terms of this MOU. Municipal User shall maintain the confidentiality of each and all of those items to the greatest

extent allowable by law. Industry best practices shall be employed when creating and maintaining passwords (*e.g.*, unique/lengthy/complicated passwords, updating of passwords, etc.). Furthermore, both parties shall maintain the confidentiality of any other information or data which the other party designates or which a party knows or has reason to believe is proprietary or protected, in at least the same manner as the party maintains the confidentiality of its own information ("Confidential Information"). Each party may use Confidential Information only as permitted hereunder. Neither party shall disclose or provide any Confidential Information to any third-party and shall take necessary measures to prevent any unauthorized disclosure by its employees, agents, contractors, or consultants including by completing appropriate individual nondisclosure agreements.

- F. Amendment: Any term changes, amendments, or addenda to this MOU must be in writing, executed by both parties. Changes to the program, Badger Book software, or Approved Hardware may require an addendum, new MOU, or the formal attachment of items such as a technical specifications or security-based document.

IN WITNESS WHEREOF, the parties have executed this MOU on the date shown below.
The signatories hereto personally represent that this MOU is executed pursuant to legal authorization by the organizations on behalf of which they are signing.

BADGER BOOK USER

WISCONSIN ELECTIONS COMMISSION

Signed Date

Signed Date

Printed name

Printed Name

Watertown

Dodge/Jefferson

Municipality Name

County Name

WisVote Relier ☐

If yes, WisVote Provider must sign below:

WISVOTE PROVIDER

Signed Date

Printed name

WisVote Provider Name (County)

**RESOLUTION TO
APPROVE LEBANON EMS SERVICE COVERAGE**

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

WHEREAS, the Watertown Fire Department has an EMS Transport Agreement with the Township of Lebanon that expires December of 2023; and,

WHEREAS, the Watertown Fire Department would be dispatched for EMS calls and provide one ambulance staffed with two personnel for a fee slightly higher than that of a City of Watertown resident; and,

WHEREAS, the Watertown Fire Department recommends the cost to cover Lebanon EMS be a one-year contract based on average calls last year.

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

That the proper City Officials be and are hereby authorized to go into agreement and approve the contract to provide EMS service coverage to the Township of Lebanon in the amount of \$63,040.

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

ADOPTED November 7, 2023

CITY CLERK

APPROVED November 7, 2023

MAYOR



Watertown Fire Department

Section 14, Item B.

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

MEMO

TO: Finance Committee
FROM: Fire Chief
DATE: October 23, 2023
RE: Review & Approve EMS Coverage for Lebanon

The Watertown Fire Department currently provides Emergency Medical Services (EMS) to surrounding areas. In 2023 we provided EMS service to the Lebanon Fire Departments primary service area. The attached successor agreement increases the contract amount the City of Watertown charges Lebanon for this service by \$9,040.00 to a total of \$63,040.00.



Watertown Fire Department

Section 14, Item B.

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

2024 Contract for the Provision of EMS Coverage for the Township of Lebanon

1. The City of Watertown Fire Department will provide EMS coverage to the Township of Lebanon fire departments primary service area by providing one ambulance staffed with two personnel that will be dispatched from the Watertown Fire Department for EMS calls.
2. The City's Fire Department will bill separately for emergency medical transport and paramedic services rendered under this contract in the same manner as are billed to City of Watertown residents, and any other recovery cost as allowed by law.
3. Disposable medical equipment and medications used for patient care, by Lebanon responders, on EMS calls responded to by the Watertown Fire Department will be exchanged on a one-for-one bases, if available, at the time of the call.
4. Patients will be transported to the closest, most appropriate hospital.
5. Lebanon will cross credential emergency medical personnel with Watertown Fire Department. Those personnel must be approved by the Watertown Fire Departments Medical Director.
6. In the event the Watertown Fire Department is committed to previously received requests for the service and is unable to respond, mutual aid agencies will be contracted and dispatched for the call and will not be considered a breach of contract.
 - a. The Township of Lebanon will pay the City of Watertown an annual fee of \$63,040.00 (Sixty-three thousand forty dollars) for EMS coverage for 2024.
7. This contract may be canceled at any time with sixty (60) days written notice to the other party.
8. The township shall make payments for the contract year referenced above as follows: fifty percent (50%) of the contracted price shall be paid on or before February 28th of the contract year and the remaining fifty percent (50%) of the contracted price shall be paid on or before August 31st of the contract year. Invoices requesting payment by the townships shall be provided by the City by February 1 and August 1 of the contract year.
9. To help with budget planning, any successor agreements should be negotiated by October 1, 2024.
10. This contract will begin on January 1, 2024.

Signed

Emily McFarland, Mayor

Date

City of Watertown

Greg Fredrick, Chairperson

Date

Town of Lebanon

To: Finance Committee
CC: Mayor McFarland
From: Mason Becker, Strategic Initiatives and Development Coordinator
Date: October 11, 2023
Re: Hotel Feasibility Study Update

Finance Committee members,

In 2020, Patek Hospitality Consultants conducted a Hotel Feasibility Study for the City of Watertown. While the results of the study bore out the feasibility and need for a new hotel in our community, the study at the time was not conducted under ideal conditions, mainly due to the ongoing COVID-19 pandemic. The more years that pass since this type of market study is conducted, the more out of date it is generally considered.

Since that time, we have continued to attract occasional inquiries from hotel developers and other parties. Currently, we are working with Greywolf Partners on a proposed mixed-use, multi-phase development in the northwest area of the City. One of the proposed possible uses within that development would be a hotel. During conversations, they have mentioned that an updated study would be highly useful to them in determining suitability for a hotel, and to share with possible hotel partners.

I reached out to Brenda Patek from Patek Hospitality Consultants about doing an update to the existing study. Her original quote, returned on October 3, 2023, was for a total of \$8,000.00 (plus out of pocket expenses). I followed up with her, and after discussion, she submitted a revised quote for a total of \$6,500.00 (**inclusive** of out-of-pocket expenses). Additionally, there is a charge of \$660.00 for a Smith Travel Research (STR*) report, which includes analysis regarding occupancy and average daily travel trends for hotels in the market area. The amount for the report was the same with both quotes. We wish to keep working with Patek, as they are already familiar with our community, and staff were pleased with the quality of the previous 2020 report.

I am requesting a budget modification to fund this contract in FY 2023. Approving this request will allow Patek to move forward with conducting the new study in a timely manner. Funding will come from the reserve fund of the Fund 60 Economic Development Budget. This could be placed under the 60-51-05-25 Marketing line item.

Thank you for your consideration of this request.

Sincerely,



Mason T. Becker
Strategic Initiatives and Development Coordinator

**Proposal for a Proposed Hotel Development
Watertown, Wisconsin**

**October 2, 2023
(Revised October 10, 2023)**

Prepared for:

**Mr. Mason T. Becker
Strategic Initiatives and Development Coordinator**

Patek Hospitality Consultants, Inc.
N57 W27841 Walnut Grove Court
Sussex, Wisconsin 53089
(262) 538-0445

Patek Hospitality Consultants, Inc.
N57 W27841 Walnut Grove Court
Sussex, Wisconsin 53089
(262) 538-0445

October 2, 2023
(Revised October 10, 2023)

Mr. Mason T. Becker
Strategic Initiatives and Development Coordinator
City of Watertown
P.O. Box 477
106 Jones Street
Watertown, Wisconsin 53094-0477

Dear Mr. Becker:

We are pleased to submit this proposal to conduct a study of potential market demand and prepare a statement of estimated annual operating results for a proposed hotel located in Watertown, Wisconsin. Our firm issued a Market Feasibility study for the City of Watertown at the height of the pandemic in November 2020.

To assist you in evaluating the potential demand for the project and to provide critical planning parameters for you and other interested parties, we have provided the following proposal. This document would identify potential market demand for the subject hotel including a discussion on the market and potential site areas, recommendations on the type of property best suited for the market, a supply and demand analysis, a five-year estimate of occupancy and average daily rate, and a statement of estimated annual operating results that could be used to obtain financing, a franchise or management agreement. We intend to conduct a study as detailed below.

APPROACH TO THE STUDY

The study would be concerned with the determination of current and potential future demand for hotel accommodations in the market area; assessment of existing and potential future competitive supply; and the share of the market that could reasonably be attained by the proposed hotel. We would visit Watertown and meet with you and other city officials and interested parties to gather information about the community and the potential need for a hotel. We would tour the community and conduct our research and analysis. Our approach to such a study would be as follows:

Site Analysis: The following attributes of potential site areas will be evaluated: access, visibility, surrounding area, present use, relationship to demand generators, relationship to area amenities, and advantages/disadvantages of the site versus the competition. Rather than identifying specific sites for development, we would prefer to preview and analyze areas of the community where potential sites may be available. Based on our 2020 study, these site areas could include Downtown Watertown, Airpark Drive near the Bypass, South Church Street, and U.S. 26 Bypass and STH 19 (Greywolf Partners proposed development). Based on the above factors, we will rank the proposed site areas and provide a recommendation as to the most appropriate area for hotel development.

Area Review: Based on economic data gathered during the fieldwork, it will be determined whether the market area appears to be economically viable to support hotel development. Economic data is also assembled using local, city, and county websites, state agency websites, U.S. Census Bureau, U.S. Bureau of Labor Statistics, and other sources deemed relevant.

Primary Research: Primary research would consist of interviews with key demand generators and those persons knowledgeable with the local economic development situation and local hotel market. These interviews could be done in person or by telephone and include, but not be limited to: city officials in economic development and planning, Chamber of Commerce, Convention & Visitors Bureau, competitive hotels including an inspection of the hotel properties, and potential demand generators.

During our fieldwork, we will discuss with you and city officials the potential demand generators (corporate, leisure, and group) located in Watertown. We would need to call on these demand generators and would ask for assistance in this process. We have found that we have more success when we receive contact names and phone numbers from local officials and in many cases, an introduction will be made that our company would be calling on them. We usually ask to speak with the person within the organization that is making hotel reservations. The survey that we would conduct would be to garner information on that company's needs for hotel rooms, rates they are willing to pay, and the type of amenities and facilities they would like to see developed. This task is something that we could discuss further during our fieldwork. The information obtained through this telephone survey would be summarized and presented in our report.

Competitive Market - The present supply of hotel rooms in the market area, the potential additions to supply and the markets served or to be served by those properties will be reviewed. An inspection of the competitive hotels will be conducted during our fieldwork. A competitive property profile and projections of growth in supply will be prepared. Through interviews, file data, and a STR* report, an estimate of market occupancy and average daily rate (ADR) will be provided.

Demand - We will determine the major segments of demand and discuss the growth in demand for each of those segments, based on historical data. Based on our research, we will estimate demand for hotel rooms over a five- to seven-year period.

Recommended Facilities: Recommendations for appropriate facilities will be provided for the proposed hotel, based on our market findings which will best meet demonstrated market demand. These facilities could include: type of hotel (i.e. limited-service, extended-stay, all-suite), number and type of guest rooms, meeting rooms, and other amenities and facilities deemed appropriate such as food and beverage outlets and recreational features. These recommendations could assist an architect and planner with the basis for a design program for the subject hotel and will provide the basis for our estimate of occupancy and ADR.

During our demand interviews, we will inquire as to the need for meeting/conference space in Watertown per your request. Our study will not analyze the economic feasibility of a conference facility but rather discuss our findings and provide a recommendation based on our demand interviews and discussions with local officials.

Once it is determined that hotel development in Watertown is market feasible, we will contact hotel companies to gauge their interest in developing a hotel in Watertown and provide this information in a separate letter along with the contact information for those hotel companies. We will also provide an introduction to the franchise representatives through email and will provide assistance as needed to facilitate a discussion.

Market Position of the Subject Property (Occupancy and Average Daily Rate): After completing the estimate of the future supply and demand for rooms in the market area, we will estimate the share of the market that the subject property should reasonably be expected to capture, by market segment, for the first five years of operation. Occupancy and average daily rate for the subject hotel for each of those five years will be estimated. This is intended to be representative of potential results that may be achieved assuming efficient and competent management and an effective marketing program. Our analysis will include an evaluation of the future market position of the subject hotel versus the existing competition.

Statement of Estimated Annual Operating Results: Using the market research as a basis, we would prepare a statement of estimated annual operating results that would include occupancy, average daily rate, sales and operating expenses for each of the first five years of operation. This statement would include all revenues and expenses and result in a "bottom line" of Income Before Rent, Depreciation, Interest and Taxes on Income. Since the estimated operating results would be based on estimates and assumptions that are subject to uncertainty and variation, we would not represent them as results that will actually be achieved. The report that includes the statement of estimated annual operating results could be used in obtaining mortgage financing, or in negotiating a lease, franchise or management agreement.

REPORT

The information will be presented in a report for your internal use and guidance to determine whether to proceed with development of this hotel. The report will also be appropriate to share with hotel companies, developers, management companies, and lenders/investors. The report will include a discussion of the market area, the site areas, the competitive hotel market,

recommendations on the type of property best suited for the market, estimates of occupancy and average daily rate for the first five years of operation, and a statement of estimated annual operating results.

Two copies of the report will be delivered to you at the completion of the assignment as well as an electronic version of the report. The following section headings will appear in the final report.

- Executive Summary
- Project Concept and Recommendations
- Site Location Analysis
- Market Area Overview
- Hotel Supply and Demand Analysis
- Market Position and Penetration of the Proposed Hotel
- Statement of Estimated Annual Operating Results

ASSUMPTIONS AND LIMITATIONS OF THE STUDY

The report will be subject to the following limitations.

1. The conclusions reached are based upon our present knowledge of the lodging market in the competitive area as of the completion of fieldwork.
2. As in all studies of this type, the estimated operating results are based upon competent and efficient management and assume no significant change in the competitive position of the lodging industry in the immediate area from that set forth in the study.
3. Estimated operating results are also based on an evaluation of the present general economy of the area and do not take into account, or make provision for the effect of any sharp rise or decline in local or general economic conditions which may occur.
4. The estimates of operating results, to the best of our knowledge and belief, reflect our best judgment, based on present circumstances of the expected conditions and the expected course of action for the operation of the hotel. There will usually be differences between the projected and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.
5. We do not warrant that our estimates will be attained; they will be developed based upon information obtained during the course of our market research and are intended to reflect the expectations of a typical hotel developer/investor as of the report date.
6. It is understood that the report will be prepared primarily for your internal use and guidance as well as that of developers, hotel companies, and lenders/investors. The report and material submitted may not be used in any prospectus or printed material

used in connection with the sale of real estate, securities or participation interests to the public or through advertising, public relations, news, sales, or other media without our prior written consent.

7. The scope of the study would not include the possible impact of zoning or environmental regulations, licensing requirements or other such matters unless they have been brought to our attention and are disclosed in the report.
8. We have no obligation to update the findings regarding changes in market conditions that occur after the completion of fieldwork.
9. Any drafts or preliminary information communicated to you during the assignment are for internal management use only and may not be disclosed to any outside third parties without our prior written consent.
10. The Client (City of Watertown, Wisconsin) has disclosed to Patek Hospitality Consultants, Inc. (PHC) all relevant information, conditions, data, and other information that Client deems relevant to PHC's production of the Report. Unless specifically brought to the attention of PHC, PHC will assume that there are no hidden or unexpected conditions or information that would adversely or otherwise affect the study and analysis leading to the Report. PHC expresses no opinion and gives no advice concerning matters that require legal or specialized expertise, investigation or knowledge such as, without limitation, engineering, tax, accounting, zoning, signage, hazardous substance/waste, wetlands, franchise or other technical or developmental matters. Market studies involve the interpretation of evolving events and the research and review of highly confidential information, the accuracy of which cannot be assured. The risk of unknown or unanticipated events or conditions is an additional variable for which there is no remedy. Client understands these limitations and interprets all research, analysis, and projections accordingly.
11. Our liability with respect to this report is limited to the total fees as set forth herein. Our responsibility is limited to the Client and use of this report by third parties shall be solely at the risk of the Client and/or third parties.
12. Payment of our fees and expenses billed to conduct this assignment are payable within 30 days. Fees and expenses are due and payable regardless of whether or not conclusions reached by PHC coincide with Client's expectations. Fees and expenses are in no way related to conclusions reached or projections provided by PHC.

FEES AND STUDY TIMETABLE

At the beginning of this study, we will plan to meet with you to discuss your plans for the proposed hotel and how to proceed with the project. We will keep you informed of the progress of our work by telephone. If at any time during the course of the study, we form an initial

opinion that there is insufficient demand for the project, all work will be stopped at that point and the findings will be discussed with you. If you would like the assignment to be terminated at that time, you will be billed only for the time and expenses actually incurred to date at a fee not to exceed \$3,500.

Our fee for this project will be \$6,500 inclusive of out-of-pocket expenses such as travel, postage, and report production. The all-inclusive fees and expenses quoted here does **not** include the cost of the STR report, which is discussed below.

A Smith Travel Research (STR*) historical trend report is an outside resource that we usually commission to supplement our research and analysis regarding occupancy and average daily rate trends for hotels in a market area. The cost of this report is \$660, which will be billed to you in our final invoice.

*STR is a research company based in Hendersonville, Tennessee that began collecting data in the 1980s and today 68,000 hotels with 9.1 million rooms globally submit monthly data to the STR program. STR reports are specific to a market, and we would include those hotels, which would be determined by the demand interviews, of where demand from Watertown is currently staying. The report would provide historical performance for a competitive set including occupancy, average daily rate, supply and demand changes, revenue, and weekday versus weekend demand. We believe this would be beneficial for this hotel project in order to have a better understanding of the historical competitive market performance and to prepare estimates of future performance for the proposed hotel. The report presents the information as an aggregate and does not provide individual property data.

Our fees include meetings with city officials that are conducted during our fieldwork. Our fees **do not** include attending additional meetings requested such as city council, economic development, or similar such meetings to discuss/present our findings and recommendations. Should you require our attendance at such meetings, you would be billed for our time and travel at our regular per diem rate of \$150 per hour.

A retainer of \$3,500 is requested at the start of the assignment. The remaining fees and expenses will be billed at the completion of the assignment and will be payable within 30 days. A draft of the report will be sent to you for your review. If you do not respond to the draft report within 30 days, we may be required to update our findings at an additional fee.

Based on our present scheduling, we would be able to begin the assignment within two to three weeks of receiving your signed proposal and requested retainer, which would be required to get the project on the schedule. We anticipate discussing our preliminary findings within two to weeks from the start of the assignment with a draft report to follow within two to three weeks from our preliminary results, barring unforeseen circumstances. Upon receiving your approval of the draft report, an additional week would be required for printing the final report.

ACCEPTANCE

If this proposal, valid until December 31, 2023, is correct in stating the type of work you are requesting and if the arrangements are satisfactory, please sign a copy of this proposal and return it to us, together with the retainer, as our authorization to schedule the assignment. If you have any questions, please call us at (262) 538-0445. We appreciate the opportunity to submit this proposal and look forward to working with the City of Watertown again.

Sincerely,

Patek Hospitality Consultants, Inc.

Patek Hospitality Consultants, Inc.

ACCEPTED:

BY:_____

DATE:_____

**RESOLUTION TO
MODIFY FY 2023 ECONOMIC DEVELOPMENT BUDGET**

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

WHEREAS, the City of Watertown is currently engaged in numerous economic and community development activities; and,

WHEREAS, in 2020, the City of Watertown contracted with Patek Hospitality Consultants to conduct a hotel feasibility study; and,

WHEREAS, that study identified the feasibility and need for a new hotel in the City of Watertown, but was conducted under suboptimal circumstances, namely the COVID-19 pandemic; and,

WHEREAS, City staff were generally pleased with the quality of the 2020 study, and wish to contract with Patek Hospitality Consultants once again to conduct an updated study, which has also been requested by one of our private development partners, and the City has received a quote for \$6,500.00 for the study and \$660.00 for a Smith Travel Research (STR*) report.

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

Adopt a FY 2023 Budget Amendment for the amount of \$7,160.00, to be paid for through the Reserve Fund of the Economic Development Budget, being placed into the Marketing line item (account #60-51-05-25):

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

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

ADOPTED October 17, 2023

CITY CLERK

APPROVED October 17, 2023

MAYOR

RESOLUTION HONORING
CHIEF ROBERT KAMINSKI’S RETIREMENT - POLICE DEPARTMENT

SPONSOR: MAYOR MCFARLAND

WHEREAS, Robert Kaminski has served as an employee in the Police Department of the City of Watertown since July 8, 1991 and,

WHEREAS, Robert Kaminski has dedicated 32 years of his career to serving the citizens of the City of Watertown; and,

WHEREAS, Robert Kaminski has demonstrated integrity, knowledge, and professionalism in his work for the City of Watertown.

WHEREAS, Robert Kaminski has served the Watertown Police Department as a Patrol Officer from July 1991 to May 2002, a Sergeant until April 2009, a Captain until October 2018, and Chief of the Watertown Police Department from October 2018 to January 2024 and,

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF WATERTOWN, WISCONSIN:
That the Common Council of the City of Watertown extends sincere gratitude to Robert Kaminski for his years of public service and wishes him many happy and rewarding years of retirement.

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

ADOPTED November 7, 2023

CITY CLERK

APPROVED November 7, 2023

MAYOR

**RESOLUTION TO
AUTHORIZE PARTICIPATION IN THE COOPERATIVE PLANNING
PROCESS PURSUANT TO WISCONSIN STATUTE SECTION 66.0307**

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

WHEREAS, the City of Watertown and the Town of Emmet entered into an Intermunicipal Cooperation Agreement on or about March 7, 2000 and Amended the Agreement on or about April 14, 2014 (the “Agreement”) for the purpose, among other things, to resolve boundary land use issues between them, to provide for the efficient provision of future municipal services within the Town, to recognize certain areas of the Town that would eventually be annexed into the City, and to relinquish the City’s extraterritorial jurisdiction within certain areas of the Town; and,

WHEREAS, the parties to the Agreement recognized that the area designated as the City Growth Area therein would eventually be annexed into the City and the Parties provided a mechanism for review and proceeding with the adoption of a cooperative plan, “... to modify the boundaries between the City and the Town so that the City Growth Areas will be subject to the City’s jurisdiction”; and,

WHEREAS, the Town is desirous of proceeding with a mechanism to implement boundary adjustments between the Town and the City and to effectuate the goals outlined below and intends to adopt a similar Resolution to this Resolution at their Town Board Meeting on November 8, 2023; and,

WHEREAS, the City of Watertown is desirous of proceeding with a mechanism to implement boundary adjustments between the Town and the City and to effectuate the goals outlined below and has, therefore, jointly submitted this Resolution to the Plan Commission of the City of Watertown on November 13, 2023 as well as the Common Council of the City of Watertown on November 7, 2013; and,

WHEREAS, the Agreement permits the Parties to amend the Agreement pursuant to Wis. Stat. § 66.0307, to provide for an the goals outlined below.

WHEREAS, both the Town of Emmet and the City of Watertown are desirous of proceeding with a review of and amendments to the Agreement and have, therefore, jointly submitted this request to the Plan Commission of the City of Watertown; and,

WHEREAS, Wis. Stat. § 66.0307 authorizes municipalities to set the boundaries between and among themselves, upon adopting and having approved by the Wisconsin Department of Administration, a cooperative plan in accordance with the procedures and requirements set forth in said § 66.0307; and,

WHEREAS, the Cooperative Plan should be made with the general purpose of guiding and accomplishing a coordinated, adjusted, and harmonious development of the territory covered by the plan which will in accordance with the existing and future needs, best promote public health, safety, morals, order, convenience, and prosperity for the general welfare, as well as the efficiency and economy in the process of development; and,

WHEREAS, cooperative planning and establishment of boundaries may be in the best interest of the participating municipalities and the purpose of this Resolution is to authorize a special committee to participate with the municipalities in cooperative planning.

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

That the appropriate City officials be and are hereby authorized to participate, pursuant to Wis. Stat. §66.0307 with the Town of Emmet in the negotiation and preparation of a Cooperative Plan which is mutually agreeable to the municipalities participating in the Cooperative Plan and, which may include, but is not limited to:

- 1. Determining boundaries and preserving their respective boundaries,
- 2. Clarifying the procedure for water/sewer hookup after annexation to the City and addresses failed water/sewer systems prior to hookup in designated areas,
- 3. Adjusting the Tax Sharing Timeline after Annexation,
- 4. Permitting the use of Conservation Easements within the Town,
- 5. Clarifying compliance with the City of Watertown Stormwater management practices, and
- 6. Creation of a Public Reminder Notice procedure.

BE IT FURTHER RESOLVED that notice of this Resolution shall be given, in writing, by the Clerk of the City of Watertown, within five (5) days after its adoption to the Parties identified in Wis. Stat. § 66.0307(4)(a).

BE IT FURTHER RESOLVED that the City be and hereby is authorized to enter into agreements with the Town of Emmet for the purpose of binding said municipalities to the agreements, pending the final approval of the Cooperative Plan by the Wisconsin Department of Administration.

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effect upon its passage and adoption, and receipt of approval by the City of Watertown Plan Commission.

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

ADOPTED November 7, 2023

CITY CLERK

APPROVED November 7, 2023

MAYOR

Parties to whom notice shall be given:

1. The Wisconsin Department of Administration.
2. The Wisconsin Department of Natural Resources.
3. The Wisconsin Department of Agriculture, Trade and Consumer Protection.
4. The Wisconsin Department of Transportation.
5. The Clerk of the City of Watertown.
6. The Clerk of the Town of Emmet.
7. The Clerk of the Town of Milford.
8. The Clerk of the Town of Aztalan.
9. The Clerk of the Town of Farmington.
10. The Clerk of the Town of Concord.
11. The Clerk of the Town of Ixonia.
12. The Clerk of the Town of Shields.
13. The Clerk of the Town of Lebanon.
14. The Clerk of the Town of Waterloo.
15. The Watertown Unified School District.
16. The Watertown Sewerage District.
17. The Madison Area Technical College.
18. The Clerk of Dodge County.
19. The Clerk of Jefferson County.
20. The Dodge County Department of Planning and Development.
21. The Jefferson County Department of Planning and Development.

**TIMELINE FOR ADOPTION OF COOPERATIVE BOUNDARY
PLAN BETWEEN THE CITY OF WATERTOWN AND
THE TOWN OF EMMET
Pursuant to Wis. Stat. §66.0307**

<u>DATE</u>	<u>DESCRIPTION OF ACTIVITY</u>
11/7/2023	City’s Common Council review of Cooperative Planning Boundary Agreement (“CPBA”) and adoption of initial resolution to begin planning process.
11/8/2023	Town Board’s review of CPBA and adoption of initial resolution to begin planning process.
11/13/2023	City Plan Commission reviews and makes recommendations to modification of CPBA.
11/18/2023	Clerk notifies other municipalities, towns, counties and state agencies of adoption of resolutions by Town and City in consideration of planning procedure for CPBA.
60 – 90 Days from Clerk’s Notice	Conduct Joint Public hearing of Emmet Town Board and Watertown Council at Watertown Common Council Chambers at 7 p.m.
20 – 150 Days From Public Hearing	Consider Comments, possibly amend CPBA, and adopt CPBA by Emmet Town Board and by City Common Council.
Within 5 Days of adopting CPBA	Forward adopted CPBA to Wisconsin Municipal Boundary Review Board in Wisconsin Department of Administration for review.
Within 90 Days of Forwarding CPBA	Receive approval of CPBA from State Municipal Boundary Review Board.
within 5 Days of receipt of approval of CPBA	Record adopted and approved CPBA in Dodge County Register of Deeds Office and forward recorded copies to Wisconsin Municipal Boundary Review Board, Town of Emmet Clerk and City of Watertown Clerk.



**WISCONSIN DEPARTMENT OF
ADMINISTRATION**

SCOTT WALKER
GOVERNOR

SCOTT NEITZEL
SECRETARY

Municipal Boundary Review

PO Box 1645, Madison WI 53701

Voice (608) 264-6102 Fax (608) 264-6104

Email: wimunicipalboundaryreview@wi.gov

Web: <http://doa.wi.gov/municipalboundaryreview/>

Section 14, Item E.

October 15, 2015

Thomas Levi, Attorney
Bender, Levi, Larson & Associates
117 North Second Street
PO Box 16
Watertown, WI 53094-0016

John St. Peter, Attorney
Edgerton, St. Peter, Petak & Rosenfeldt
10 Forest Avenue, Suite 200
PO Box 1276
Fond du Lac, WI 54936-1276

Re: City of Watertown -- Town of Emmet Cooperative Plan

Gentlemen,

On behalf of the Department of Administration, I am pleased to provide your communities our approval of your Cooperative Plan.

Congratulations on your success. Your agreement establishes a solid foundation for continued cooperation between your communities.

Should you have any questions concerning our approval, or subsequent cooperative plan implementation issues, please do not hesitate to contact Erich Schmidtke at (608) 264-6102.

Sincerely,

Ed Eberle, Administrator
Division of Intergovernmental Relations

cc:

(the following communities and jurisdictions may access the Department's approval and the communities' Cooperative Plan document at
<http://doa.wi.gov/municipalboundaryreview>

Karen Melcher, Town of Emmet
Cindy Rupprecht, City of Watertown
Susan Johnson, Town of Shields
Theresa Firari, Town of Lowell
Christine Spilker, Town of Clyman
Kay Robel, Town of Hustisford
Deborah Behl, Town of Lebanon
James Wendt, Town of Watertown
Karen Schadt, Town of Milford
Schug, Cassandra, Watertown Unified School District
Jack Daniels, Madison Area Technical College
Dean Perlick, Dodge County Dept of Planning & Econ Dev

Karen Gibson, Dodge County Clerk
Cathy Stepp, DNR Secretary
Ben Brancel, DATCP Secretary
Mark Gottlieb, DOT Secretary
Donna Hann, Town of Ixonia

RESOLUTION

Sponsor: MAYOR SMITH
From: PLAN COMMISSION

WHEREAS, in September of 1997, the Common Council extended extra-territorial jurisdiction (land division review) into large portions of the Township of Emmet; and

WHEREAS, following the appeal of a land division in June of 1998, the Common Council gave direction to negotiate an agreement with Emmet that met the City's legitimate interests without unnecessarily burdening the township with needless City oversight; and

WHEREAS, such an agreement will promote orderly growth within both jurisdictions while minimizing uncertainty and conflict; and

WHEREAS, the Plan Commission has reviewed the attached agreement and recommends its adoption by the Common Council.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Watertown that the attached agreement is approved and the proper officials are hereby authorized to execute the agreement.

DATE: 3-7-00	YES	NO
KELM	/	
RADTKE	ASJ	
BERG	2 /	
KUEHL	/	
BLESKE	/	
DAVID	/	
BUMGARDANER	/	
KRUEGER	1 /	
MILLER	/	
MAYOR SMITH		
TOTAL	8	0

ADOPTED 7 March 2000

Michael H. Hoppert
CITY CLERK/TREASURER

APPROVED 8 March 2000

F.H. Smith
MAYOR

This is to certify that this is the original copy of this resolution and in witness thereof I affix my signature and the seal of the City of Watertown this 16th day of May 2000.

Michael H. Hoppert
Michael H. Hoppert, City Clerk

66.30 Agreement between Town of
Emmet and City of Watertown

910431

Document Number

Document Title

Office of Register of
Dodge County

Section 14, Item E.

RECEIVED FOR RECORD

MAY 17 2000

at 9:34 o'clock A. M.

Chris Planasch

CHRIS PLANASCH - Registrar

Recording Area

Name and Return Address

Mike Hoppenrath
106 Jones St
Watertown, Wi 53094

Numerous

Parcel Identification Number (PIN)

**INTERMUNICIPAL COOPERATION AGREEMENT BETWEEN
THE CITY OF WATERTOWN AND THE TOWN OF EMMET**

AGREEMENT, made and entered into this 10th day of March 2000,
by and between the City of Watertown, a municipal corporation located in Dodge and
Jefferson Counties, Wisconsin ("City") and the Town of Emmet, a Wisconsin township
located in Dodge County, Wisconsin ("Town").

R E C I T A L S

WHEREAS, sec. 66.30, Stats., authorizes cities and towns to enter into
intergovernmental cooperation agreements for the furnishing of municipal services and
the joint exercise of municipal powers and duties required or authorized by law; and

WHEREAS, the City and the Town recognize that intergovernmental cooperation
and joint planning provide for the best use of land and natural resources, as well as high
quality and efficient municipal services; and

WHEREAS, it is in the best interest of the City and the Town to resolve boundary,
land use and municipal service issues in order to avoid duplication of municipal services
and in order to provide an effective means of planning each community's future growth;
and

WHEREAS, the City and the Town agree that it is appropriate to prevent
unplanned development leading to urban ex-urban and rural sprawl;

WHEREAS, sec. 66.028, Stats., authorizes two municipalities to share revenues
and to undertake other municipal actions in furtherance of joint efforts involving revenue
sharing and zoning; and

WHEREAS, the City and the Town recognize that this Agreement represents
compromises that are required in order to reach a long-term and meaningful agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties it is
agreed as follows:

ARTICLE I GENERAL PROVISIONS

1.1 Growth Areas Map. Attached and incorporated by reference is a map marked Exhibit A dated January 1, 2000. The purpose of Exhibit A is to delineate the City and Town growth areas (hereinafter "City Growth Areas" or "Town Growth Areas"). For the purposes of this Agreement the City Growth Areas within the Town consist of the territory identified as Area "I." For the purposes of this Agreement the Town Growth Areas consist of the territory identified as Area "II."

1.2 Joint Land Use and Transportation Plan. Attached and incorporated by reference, marked Exhibit B, is a Joint Land Use and Transportation Plan (hereinafter "Land Use Plan"), dated January 1, 2000. The Land Use Plan shall be used to regulate land divisions, the dedication of rights-of-way and other public improvements in the City Growth Areas as more particularly described in Article II, below. The Land Use Plan shall not be modified by the City or Town during the term of this Agreement without the other party's prior written consent.

1.3 Extraterritorial Jurisdiction. The parties acknowledge that the City has been exercising its statutory extraterritorial land division review authority in the Town. The City may continue to exercise its extraterritorial jurisdiction throughout the City Growth Areas. Subject to the conditions of Section 2.7, below, the City may also exercise extraterritorial zoning power throughout the City Growth Areas. The City waives its extraterritorial land division review authority, and other extraterritorial jurisdiction powers throughout the Town Growth Areas. The City and the Town shall record with the Dodge County Register of Deeds resolutions providing for the waiver of the City's extraterritorial jurisdiction powers in the Town Growth Areas. The City shall not rescind the waiver for the duration of this Agreement. The Town shall make its planning, official mapping, land division and zoning decisions in full conformance with City policies in existence on the date of this Agreement within City Growth Areas for the duration of this Agreement.

1.4 Annexations.

- (a) Any lands for which the City receives a petition for annexation that are located within the City's Growth Areas and are contiguous to the then-current City boundaries may be annexed to the City in accordance with the procedures of sec. 66.021, Stats., as amended.

- (b) Within the Town, no territory outside of the City Growth Areas may be annexed by the City during the term of this Agreement.
- (c) The Town shall not directly or indirectly oppose the annexation of land to the City located within the City Growth Areas. The Town also agrees not to financially support anyone who does oppose or contests an annexation of lands that are located exclusively within the City Growth Areas. If the Town is impleaded in any annexation lawsuit by a party other than the City, the Town shall immediately stipulate that it does not oppose the contested annexation. The Town shall also cooperate with the City on the dismissal of the Town as a party to the relevant lawsuit. Upon a request by the City, the Town shall provide a letter to the State of Wisconsin indicating that the proposed annexation within the City Growth Area is in compliance with this Agreement.
- (d) If any territory outside the City Growth Areas is annexed to the City in violation of this Agreement the City agrees, in accordance with the provisions of sec. 66.028, Stats., to reimburse the Town as liquidated damages and not as a penalty, an amount equivalent to the tax revenue lost to the Town as a result of such annexation each year for a period of 20 years from the date the annexation ordinance is effective. The reimbursement shall be calculated based on the assessed value of all land and improvements in the annexed territory as of January 1 of each year after the annexation took place. The assessed value of such lands shall be multiplied by the mill rate established by the Town for that year to calculate that amount due to the Town under this formula. The reimbursement shall be made within 30 days of the first of January of each year beginning with the first year after the relevant annexation.
- (e) Except as set forth in subsection 1.4 (f) below, the City's annexation powers in the City Growth Areas are limited to voluntary annexations only. "Voluntary annexations" means annexations defined by sec. 66.021, Stats.
- (f) It is the parties intent that the territory within the City Growth Areas should eventually be annexed to the City. However, the parties acknowledge that under current State annexation law it is probable that certain isolated parcels may remain within the Town even after various larger parcels have been annexed to the City. Therefore, the parties agree that it is necessary to establish a mechanism that will assure the City that all the territory within the City Growth Areas will eventually be annexed to the City. To this end

the parties agree to review the need for a boundary change pursuant to a cooperative plan under sec. 66.023, Stats. The first boundary adjustment review shall occur in January, 2005, except as provided in section 4.1, below. Subsequent boundary adjustment reviews shall occur every 5 years thereafter. The maximum number of acres eligible for each 5-year boundary adjustment review shall not exceed 500 acres. The purpose of the sec. 66.023, Stats., cooperative plan is to modify the boundaries between the City and the Town so that the City Growth Areas will be subject to the City's jurisdiction. The procedures of sec. 66.023, Stats., shall apply to the cooperative planning process described in this subsection.

1.5 Building Inspections/Zoning Enforcement. During the term of this Agreement the parties agree that the City may elect to perform all building inspection and zoning enforcement services and functions and development reviews within all or a part of the City Growth Areas. In such instances, the Town shall delegate its building inspection and zoning enforcement powers and responsibilities to the City. The above services will be performed at a cost that shall not exceed the then-current City fee schedule for comparable services performed within the City. The Town shall take all necessary actions authorized by law to cooperate with the City in order to accomplish the intended purposes of this section.

ARTICLE II DEVELOPMENT WITHIN CITY GROWTH AREAS

2.1 General Provisions. The City and the Town agree to take action, or to refrain from taking action, as set forth in this Article II with respect to the land located within the City Growth Areas. The following requirements of this Article II shall apply to all territory located within the City Growth Areas during the term of this Agreement and shall only be removed by annexation to the City.

2.2 New Development. As long as the land remains in the Town, new development in the City Growth Areas shall be limited to new or expanded agricultural operations, new or expanded commercial uses along Highway 26 and new single-family detached residential uses at a maximum density of one dwelling unit per 10 developable acres with a maximum lot size of 2 acres for each dwelling unit.

2.3 Design Standards. All land divisions within the City Growth Areas shall be designed in compliance with the City's Official Map and Land Use Plan for the area by dedicating rights-of-way for expanded existing rights-of-way and for planned rights-of-way. Planned stormwater management facilities and environmental corridor areas shall also be respected in the design of these land divisions. All new development and land divisions shall also comply with the following layout and development standards:

- (a) New development proposals or subdivisions shall first be presented to the City for review and approval. The proposal shall be accompanied by a layout sketch in compliance with City-density layout requirements.
- (b) No land may be developed and no land may be subdivided without provision for easements for public utilities, public roads, driveway access location and design, and stormwater management in accordance with the standards determined by the City Engineer.
- (c) All land divisions require the prior written approval of the City.
- (d) New streets constructed within the City Growth Areas shall contain a minimum 66 foot right-of-way and shall be designed, located and constructed to City specifications.
- (e) The Town may approve changes in zoning classifications and conditional uses only after consultation with, and the written agreement of the City. Written notice of a zoning amendment shall be forwarded to the City in writing. Failure of the City to respond within 45 days of the notice shall be deemed an approval. A rezoning by the Town in violation of this provision shall be void.
- (f) To the extent authorized by law, the Town shall refuse to approve certified survey maps or platted subdivisions unless the City consents to the land divisions. Failure of the City to respond within 45 days of written notice shall be deemed an approval.

- (g) The Town shall utilize planning and construction standards proposed by the City for new or reconstructed roads, public utilities and other public facilities in the City Growth Areas. The preceding does not apply to the maintenance or repair of Town roads existing as of January 1, 2000, but shall apply to subsequent roadway development and right-of-way dedication requests.

2.4 Sewer and Water. All land divisions within the City Growth Areas shall be designed for subsequent further land division for conventional lots served by public water and sanitary sewer systems. The location of these potential future lot lines shall be clearly depicted on the face of plats and certified survey maps. Public easements for utilities and stormwater management may be required by the City at the time of the initial land division or any subsequent land division.

2.5 Post-Annexation Land Divisions. After being annexed to the City additional land divisions may occur above the one dwelling per 10 acre density maximum in order to comply with the then-current City zoning requirements for the relevant area. The City reserves the right to levy special assessments on all existing developed and undeveloped properties to cover the costs of extending public utilities into the relevant area. The ability to further divide properties after annexation is necessary in order to recover the costs associated with the public improvements to serve the annexed territory.

2.6 Deed Restrictions/Covenants. The Town shall take the following actions in order to assure compliance with the subdivision and development standards contained in this Article:

- (a) Amend existing Town ordinances so as to require conditional use approval for all non-agricultural land divisions or development; and
- (b) As a condition of approval, all new subdivisions and certified survey maps must contain deed restrictions or restrictive covenants containing terms substantially the same as those set forth in Exhibit C.

All parent parcels must be included within the boundaries of any land division. All condominium or related forms of development involving the division of less than fee interests in property shall be required to receive land division approval from the City.

2.7 Extraterritorial Zoning in City Growth Areas. The City may exercise extraterritorial zoning in the City Growth Areas pursuant to sec. 62.23(7a), Stats., as amended, if a court of competent jurisdiction determines that all or any portion of the design standards contained in section 2.3 are unenforceable. The Town shall grant the necessary approvals and make the necessary appointments in order that the City may exercise extraterritorial zoning powers in the City Growth Areas. Nothing in this section shall be deemed or construed to be consent to the exercise of extraterritorial zoning in the Town Growth Areas..

ARTICLE III DEVELOPMENT WITHIN TOWN GROWTH AREAS

3.1 General Provisions. The City and the Town agree to take action, or to refrain from taking action, as set forth in this Article III with respect to the land located within the Town Growth Areas.

3.2 No Extraterritorial Jurisdiction. The City hereby waives its statutory powers to exercise any extraterritorial jurisdiction within the Town Growth Areas, including, without limitation, plat and certified survey map review and zoning authority.

3.3 Rural Development Policies. The Town shall develop Rural Development Policies within 16 months of the date of this Agreement. These policies may permit agricultural uses, low density residential development and a limited amount of neighborhood/crossroads commercial development all in accordance with the Town Land Use Plan. Permitted non-residential and non-agricultural land uses within portions of the Town Growth Areas along STH 26 south of Second Road; along CTH Q; and along CTHs R and CW in Sections 26, 27 and 35 known as "City Periphery Areas"; shall be subject to the same building materials, landscaping and signage requirements for the Planned Commercial Zoning District of the City of Watertown. Region-serving big box development shall only be permitted within the Town Growth Area with the City's written consent. Region-serving big box development shall be defined as any store with more than 50,000 square feet of gross floor area. Examples include, but are not limited to the following types and companies:

- Department and Mass Merchandise Stores that sell a variety of items, including but not limited to Fleet Farm, Shopko, Costco, WalMart, Super Wal-Mart, Target, Target Greatland, Kmart and Big K;

- Single Retail Category Stores (Category Killers), that dominate a single retail category such as electronics, appliances, super markets, etc. including but not limited to Best Buy, American, Colders, Steinhafels, Cub, Woodman's, Circuit City, Staples, Office Max, and Festival;
- Discount Retailers that sell a variety of items and include warehouse stores, purchase clubs, off-price stores and outlet stores, etc., including but not limited to Home Depot, Menard's and Sam's Club.
- Major indoor entertainment centers, recreation clubs, indoor sports facilities, lodging and resort facilities, including, but not limited to, bowling, skating, ice sports, soccer, golf, health clubs, movie theaters, arenas, hotels, resorts and conference centers.

3.4 Official Maps. All development within the Town Growth Areas shall take account of official maps and master plans adopted by the State of Wisconsin, Dodge County or the City. The Town shall require dedications consistent with said official maps, or master plans.

3.5 Development Standards. Except as expressly set forth in this Agreement, the Town reserves all rights over the zoning and development of the land located within the Town Growth Areas. Notwithstanding anything to the contrary, there are no minimum or maximum lot size limitations for land divisions within the Town Growth Areas.

3.6 City Approvals. The City shall not withhold approvals necessary under applicable state, county or local laws, regulations or ordinances to all divisions of land, or other development-related matters, provided such development occurs in accordance with this Agreement and all other applicable statutes, ordinances and regulations.

3.7 Annexations. The City shall not annex any land from the Town Growth Areas without the Town's prior written consent. A written request for consent shall be submitted to the Town upon receipt of an annexation petition. The Town shall respond in writing to such request within 45 days. Failure to respond shall be deemed consent to the annexation.

ARTICLE IV COOPERATION

4.1 Blighted Area. The parties acknowledge that portions of the City Growth Areas constitute a public nuisance and are blighted. Notwithstanding that the blighted area is within the City Growth Areas, the Town shall cooperate with the City to abate and remove the blighted conditions. If the blighted conditions have not been removed within a reasonable time after this Agreement is signed, the parties shall initiate a boundary change pursuant to a cooperative plan under sec. 66.023, Stats., or pursuant to judicial action under sec. 66.027, Stats. The purpose of the boundary change is to transfer the jurisdiction of the blighted area from the Town to the City. The preceding shall not limit the Town or the City from bringing a direct action to abate any public nuisance. If such an annexation or boundary adjustment is needed to cure blight, said annexation or adjustment is exempt from the Revenue Sharing provisions of Section 5.2.

4.2 Advancement of Mutual Interests. The parties acknowledge that in order to effectively implement this Agreement it may be necessary to obtain the cooperation and approval of other governmental agencies, including, but not limited to, Dodge County, the Wisconsin Department of Natural Resources, the Wisconsin Department of Transportation or other State agencies. In all matters necessary to implement this Agreement the parties shall seek the cooperation and approval of all relevant agencies. To the extent practicable, the parties shall submit a single, joint request or other appropriate document requesting the necessary approval.

4.3 Joint Requests. Examples of joint requests that may require the cooperation of the parties include, but are not limited to, the following:

- (a) Stormwater management, soil erosion control, wetlands and woodlands management;
- (b) Approvals for access to federal, state or county roadways; and
- (c) Approvals for a cooperative plan pursuant to sec. 66.023, Stats., if there has been unsatisfactory progress in blight removal within the City Growth Areas.

ARTICLE V REVENUE SHARING

5.1 General. The parties agree to share local tax revenues generated from the land annexed to the City from the City Growth Areas. To the extent that sec. 66.028, Stats., limits revenue sharing to 10 years, the City hereby agrees to extend the revenue sharing for an additional 10 years in order to correspond to the 20 year term of this Agreement.

5.2 Revenue Sharing. The City agrees to reimburse the Town for lost Town tax revenue from the annexation of land in the City Growth Areas. The reimbursement shall be calculated on the assessed value of all land and improvements in the annexed territory as of January 1 of the year the annexation occurs. The assessed value of such lands shall be multiplied by the mill rate established by the Town for the year of annexation to calculate the amount due to the Town under this formula. The reimbursement shall be made within 30 days of the first of January of each year beginning with the first year after the annexation of land from the City Growth Areas in accordance with the following rate schedule:

Year 1	50%
Year 2	40%
Year 3	30%
Year 4	20%
Year 5	10%

The unpaid balance of revenue sharing shall be paid in accordance with the above payment schedule even if the term of this Agreement expires before full payment has been made to the Town. Notwithstanding anything to the contrary, the revenue sharing required by this Article V shall only apply to the annexation of property with an assessed value in excess of \$1 million at the time of the annexation.

ARTICLE VI DISPUTE RESOLUTION

6.1 Dispute Resolution. All disputes over the interpretation or application of this Agreement, or the enforcement thereof, shall be resolved according to the following dispute resolution procedures:

- (a) If the dispute cannot be resolved by the personnel directly involved, the parties will conduct the following mediation process before invoking binding arbitration:
 - (i) Each party will designate a representative with appropriate authority to be its representative in the mediation of the dispute.
 - (ii) Either representative may request the assistance of a qualified mediator. If the parties cannot agree on the qualified mediator within five days of the request for a mediator, a qualified mediator will be appointed by the Chairperson of the Alternative Dispute Resolution Section of the State Bar of Wisconsin, or if the Chairperson fails to appoint a mediator, by the American Arbitration Association.
 - (iii) The mediation session shall take place within 30 days of the appointment of the respective representatives designated by the parties, or the designation of a mediator, whichever occurs last.
 - (iv) The mediator does not have authority to impose a settlement upon the parties but will attempt to assist the parties in reaching a satisfactory resolution of their dispute. The mediation sessions are private. The expenses of the mediator, if any, shall be borne equally by the parties.
- (b) If the dispute cannot be resolved by mediation the parties shall submit the dispute to binding arbitration by an arbitrator of recognized qualifications. If the parties cannot agree upon an arbitrator they will request a 5-person panel from the American Arbitration Association. Each party will have 2 strikes from the 5-person panel. The parties may agree to an alternative method for the selection of the single arbitrator.
- (c) The arbitrator shall not be bound by rules of evidence or the substantive, internal laws of Wisconsin. The award of the arbitrator is final and binding and shall be enforceable at law. The parties will equally divide the fees of the arbitrator as well as the costs of a court reporter, if any.

6.2 Injunctive Relief. The dispute resolution procedures contained in section 6.1, above, shall not apply to the enforcement of the covenants and restrictions required by section 2.6. The parties acknowledged that the remedy available under this dispute resolution Article for any breach of section 2.6 will be inadequate, and that the City and the Town, jointly and severally, shall be entitled to injunctive relief compelling specific performance of the obligations contained in section 2.6. The parties waive the requirement to post a bond.

ARTICLE VII MISCELLANEOUS PROVISIONS

7.1 Term. The term of this agreement is 20 years. No breach or violation of any of the terms of this Agreement by either party shall operate to void or terminate or provide grounds for termination of this Agreement, it being the intent of the parties that any such breach or violation shall only be redressed, enjoined or otherwise remedied by the exercise of any lawful, contractual enforcement remedies then available to be used by the aggrieved party to enforce the terms of the Agreement.

7.2 Severable Provisions. All of the agreements and terms are intertwined and interconnected and shall not be severed or modified. It is agreed that the terms and provisions are interdependent. If any material part of this Agreement is held by a court of competent jurisdiction to be invalid or ineffective the parties shall have 30 days in which to negotiate in good faith to remedy the unlawful or unenforceable provisions. If no agreement can be reached then the entire Agreement shall be null and void; provided, however, that the Town may retain any revenue sharing it has received prior to the termination of the Agreement. The above severability provisions do not apply to the application of section 2.7.

7.3 Enforceability. The enforceability of this Agreement will not be affected by changes in the forms of City or Town government or changes in elected officials. The parties agree that this Agreement shall be construed so as to be binding on their respective agents, successors and employees. The parties shall not directly or indirectly challenge the provisions or enforceability of this Agreement during its term.

7.4 No Waiver. The failure of any party to require strict performance with any provisions of this Agreement does not constitute a waiver of the provision or of any rights under this Agreement. Rights and obligations under this Agreement may only be waived or modified in writing. A writing waiving a right must be signed by the party waiving their right. Waiver of one right, or release of one obligation, does not constitute a waiver or release of any other right or obligation.

7.5 Performance Standard. This Agreement requires the parties to act or to refrain from acting on a number of matters. The parties hereby acknowledge that this Agreement imposes a duty on them of good faith and fair dealing. Whenever consent or approval is required by a party, the consent or approval shall not be unreasonably withheld.

7.6 Notices. All notices required under this Agreement must be served, either personally or by certified mail, upon the other party's municipal clerk. Any action taken by a party in violation of the relevant notice requirement is voidable unless, under the facts of a particular case, the public interest outweighs strict enforcement of the notice requirement.

7.7 Complete Agreement. This Agreement is the complete agreement of the parties with respect to the matters covered by this Agreement and it shall supersede all prior agreements or municipal policies and ordinances to the contrary. No agreements, promises or representations made during or in connection with the negotiations for or approval of this Agreement shall be binding or effective unless they are included herein. This Agreement shall be filed with the Register of Deeds for Dodge County. This Agreement may be used in litigation and may be introduced into evidence by either party without objection in any action to enforce the terms of this Agreement.

7.8 Construction. This Agreement shall be liberally construed to accomplish its intended purposes. The parties acknowledge that the language contained in this Agreement is the product of numerous individuals representing various interests. Therefore, the ambiguities shall not be construed against the drafter of this document. This Agreement should be construed to give a reasonable meaning to each of its provisions and a construction that would render any of its provisions meaningless, inexplicable, or mere surplusage is to be avoided.

7.9 Sanitary Sewer and Water. The City acknowledges that through this Agreement the Town sought the extension of City sanitary sewer and water services for the Town Growth Areas without annexation to the City. The parties were unable to reach an agreement concerning the extension of sanitary sewer and water services from the City to the Town Growth Areas. However, the Town reserves the right to seek the extension of sanitary sewer and water services at a later date. The City reserves the right to approve or disapprove the extension of sanitary sewer and water services to the Town.

By:

Town Chairperson

Town Clerk

Approved As To Form:

Town Attorney

State of Wisconsin)
) ss.
Dodge County)

Personally came before me this 9 day of March, 1999 the above-named Wm Rogers, Town Chairperson of the Town of Emmet and Karen L. Mitchen, Town Clerk of the Town of Emmet, to me known to be the persons and officers who have executed the foregoing instrument and acknowledged the same on behalf of the Town.

Notary Public-State of Wisconsin

My Commission:

City of Watertown/
Town of Emmet
Joint Land Use and
Transportation Plan
Exhibit B

3 mile ETJ

Urban Service Area

Watertown City Limits

Planned Road

Proposed Parks

ETJ Planning Area

I: City Growth Area

II: Town Growth Area

Drainage Basins/
Growth Shaping Area

First

Second

Third

Fourth

Planned Land Use

Agriculture/Rural

Rural Residential

Single-Family Residential

Two-Family Residential

Mixed Residential

Traditional Neighborhood

Neighborhood Office

Neighborhood Business

Planned Business

General Business

Central Mixed Use

Planned Industrial

General Industrial

Heavy Industrial

Landfill

Extraction

Institutional

Active Recreation

Environmental Corridor

Surface Water

Air Transportation

Planned Mixed Use

Road Rail

Stormwater Basins

1000 0 1000 2000 3000 Feet

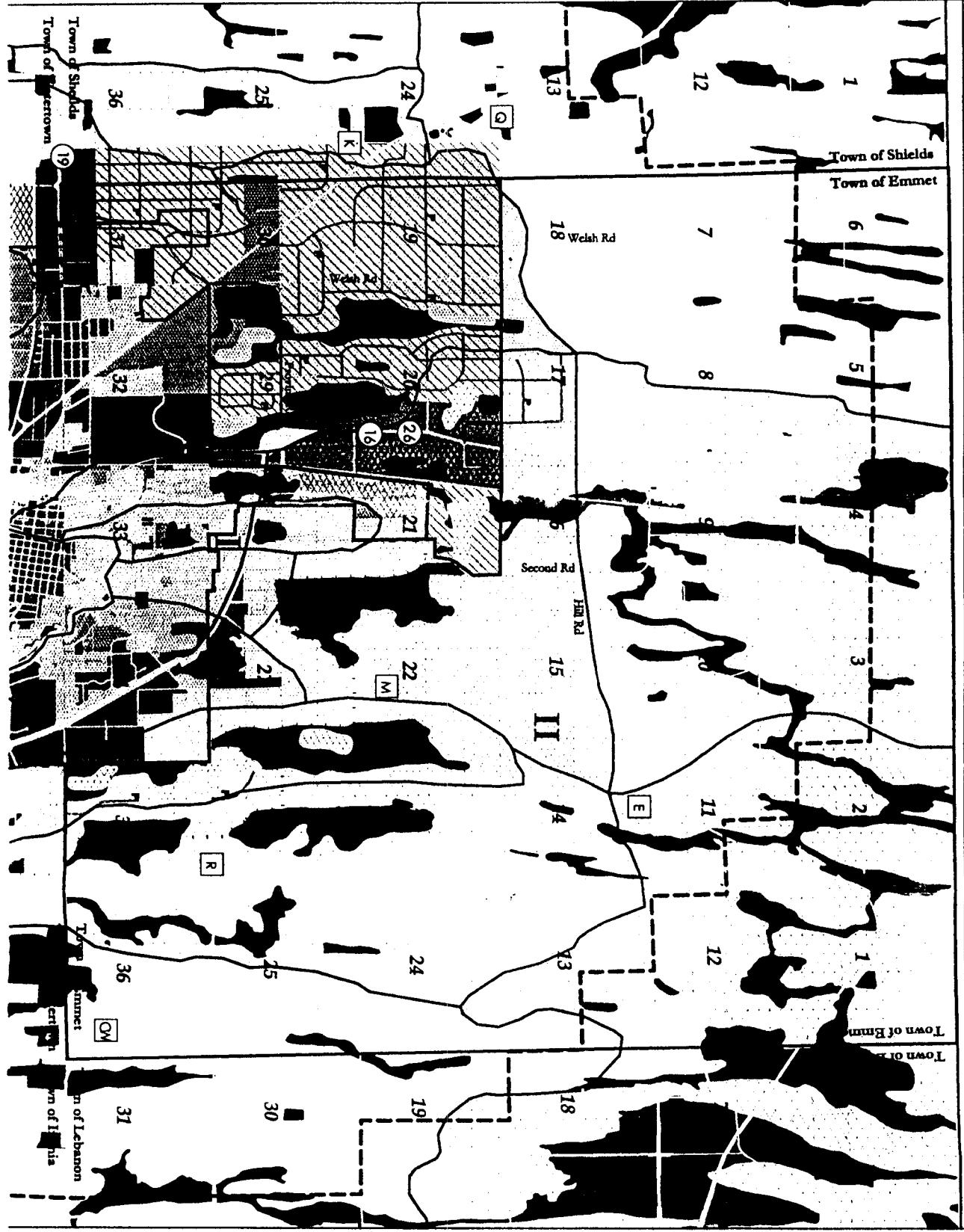
January 1, 2000

Base Map: City of Watertown, Dodge County

Watertown & Associates

1000 0 1000 2000 3000 Feet

1000 0 1000 2000 3000 Feet



City of Watertown/ Town of Emmet Growth Areas Map Exhibit A

3 mile ETJ
Urban Service Area
Municipal Limits
Planned Roads

ETJ Planning Areas
City of Watertown
I: City Growth Area
II: Town Growth Area

Seconwater Basin
Surface Water
Road, Rail



January 1, 2000
Basis: Map of City of Watertown
Rochester County
Map of Watertown & Adjacent Areas
Planning - Growth - Planning

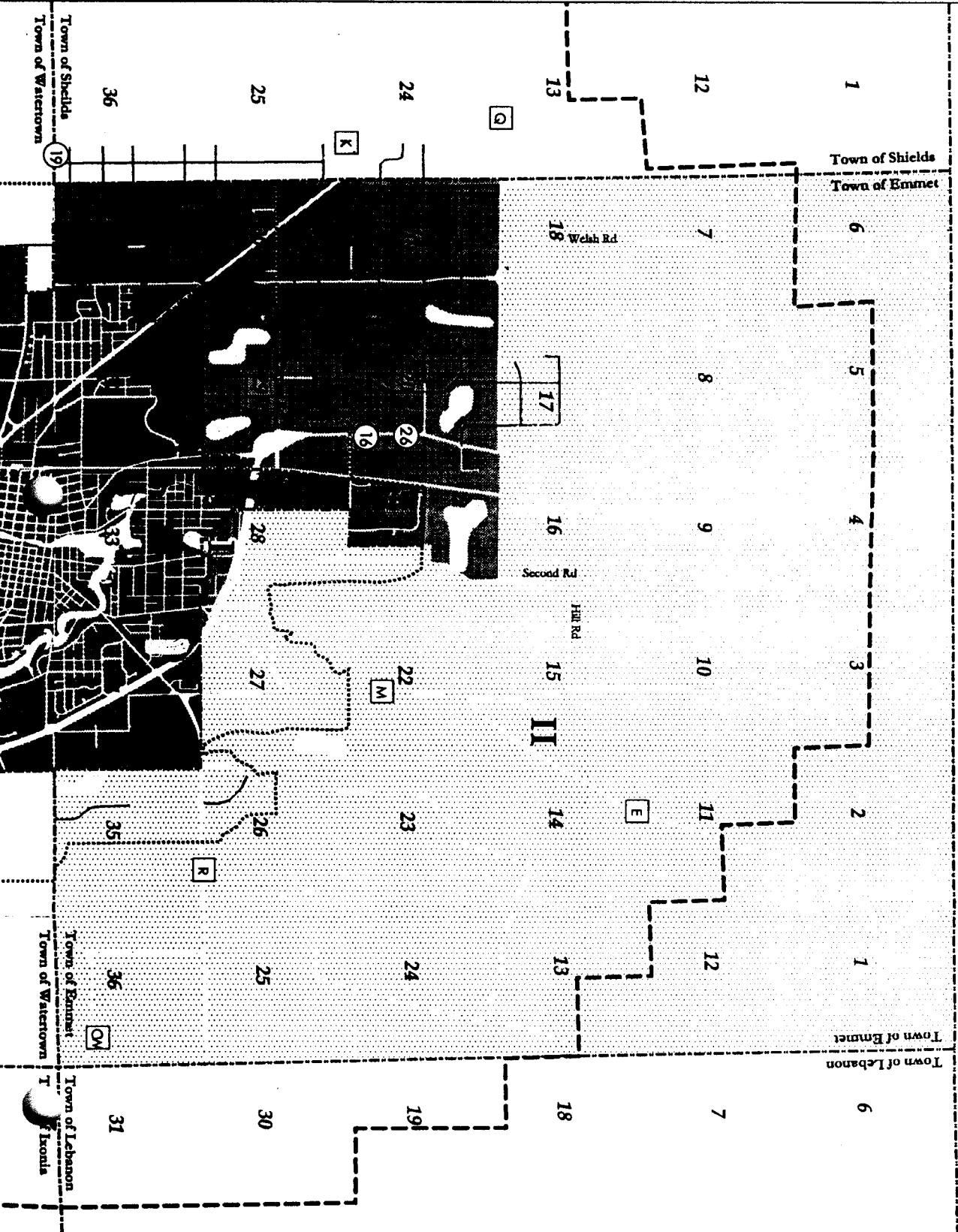


EXHIBIT C
DECLARATION OF COVENANTS AND RESTRICTIONS

The undersigned Declarant is the owner of certain lands located within the Town of Emmet, Dodge County, Wisconsin, which are legally described on Exhibit A attached hereto (the "Property"). Declarant recognizes and understands that the Property is located within and bounded by certain agreements between the Town of Emmet and the City of Watertown in that certain agreement encaptioned "Intermunicipal Cooperation Agreement Between the City of Watertown and the Town of Emmet" dated as of _____, 2000.

Specifically, the undersigned Declarant recognizes that the Property located within the City Growth Area and that certain preexisting municipal restrictions apply to development of the Property.

Undersigned Declarant does hereby record the following restrictions and covenants which will assist the Town and the City in implementing the provisions of the Agreement and will allow the undersigned Declarant to develop the Property in accordance with the following:

Restrictions

1. New Development. As long as the Property remains in the Town, new development in the City Growth Area shall be limited to new or expanded agricultural uses such as cultivation and conventional livestock operations, new or expanded commercial uses along Highway 26 and new single-family detached residential uses at a maximum density of one dwelling unit per 10 developable acres with a maximum lot size of 2 acres for each dwelling unit.

2. Design Standards. All land divisions within the City Growth Area shall be designed in compliance with the City's Official Map and Land Use Plan for the area by dedicating rights-of-way for expanded existing rights-of-way and for planned rights-of-way. Planned stormwater management facilities and environmental corridor areas shall also be respected in the design of these land divisions. All new development and land divisions shall also comply with the following layout and development standards:

- (a) New development proposals or subdivisions shall first be presented to the City for review and approval. The proposal shall be accompanied by a layout sketch in compliance with City-density layout requirements.
- (b) No land may be developed and no land may be subdivided without provision for easements for public utilities, public roads, driveway access location and design, and stormwater management in accordance with the standards determined by the City Engineer.
- (c) All land divisions require the prior written approval of the City.

- (d) New streets constructed within the City Growth Areas shall contain a 66-foot right-of-way and shall be designed, located and constructed to City specifications.
- (e) The Town may approve changes in zoning classifications only after consultation with, and the written agreement of the City. Written notice of a zoning amendment shall be forwarded to the City in writing. Failure of the City to respond within 45 days of the notice shall be deemed an approval. A rezoning by the Town in violation of this provision shall be void.
- (f) To the extent authorized by law, the Town shall refuse to approve certified survey maps or platted subdivisions unless the City consents to the land divisions. Failure of the City to respond within 45 days of written notice shall be deemed an approval.

3. Sewer and Water. All land divisions within the City Growth Areas shall be designed for subsequent further land division for conventional lots served by public water and sanitary sewer systems. The location of these potential future lot lines shall be clearly depicted on the face of plats and certified survey maps. Public easements for utilities and stormwater management may be required by the City at the time of initial land division or any subsequent land division.

4. Post-Annexation Land Divisions. After being annexed to the City additional land divisions may occur above the one dwelling per 10-acre density maximum in order to comply with the then-current City zoning requirements for the relevant area. The City reserves the right to levy special assessments on all existing developed and undeveloped properties to cover the costs of extending public utilities into the relevant area. The ability to further divide properties after annexation is necessary in order to recover the costs associated with the public improvements to serve the annexed territory.

General Provisions

A. Severability. Invalidation of any one of the covenants or restrictions of this declaration by judgment or court order shall in no way affect any of the remaining provisions which shall continue in full force and effect.

B. Duration. The covenants and restrictions of this declaration shall run with the land and bind any owner, tender or occupant of any land subject to this Declaration, their respective successors and assigns in perpetuity or until: (1) these covenants and restrictions are duly amended, or (2) until the Town of Emmet and the City of Watertown agree in a cooperative plan passed under Section 66.023 of the Wisconsin Statutes that these covenants and restrictions shall be of no further force and effect.

C. Covenants. The covenants and restrictions in this declaration may be terminated or amended as to the whole of the Property or any portion thereof upon joint written consent of

the Town of Emmet and the City of Watertown. Any such amendments shall be made in recordable form and shall take effect upon recording.

D. Enforcement. The covenants and restrictions contained in this declaration may be enforced by either the Town of Emmet or the City of Watertown by proceedings at law or in equity against any person or persons violating or attempting to violate the same, either to restrain the violation or to recover damages. The failure to enforce any covenant or restriction shall in no event be deemed to waive any right to do so thereafter or the right to enforce any other restrictions. The Town of Emmet or the City of Watertown, as appropriate may, but is not required to, initiate an enforcement after sending written notice to Declarant, its successors or assigns setting forth the alleged violation of these covenants and restrictions and allowing thirty (30) days to cure the alleged violation. If not corrected within such period, or if diligent efforts to correct the alleged violations have not commenced, then and in that event, the governmental jurisdiction may, at its option, initiate an action in a court of competent jurisdiction to compel correction of the alleged violation. Any costs incurred by the prevailing party in any such action, including reasonable attorneys fees, shall be awarded to the prevailing party. Any costs incurred by a prevailing governmental jurisdiction, may be assessed by it as an assessment against the Property and shall become a lien against the Property. Declarant, on behalf of itself and on behalf of its successors and assigns, hereby waives notice and protest of any such assessments.

IN WITNESS WHEREOF, Declarant has executed this Declarations of Covenants and Restrictions as of the _____ day of _____, 200__.

DECLARANT

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss
COUNTY OF DODGE)

Personally came before me this _____ day of _____, 200__,
_____, known to me to be the _____ who executed the
above Declaration and acknowledge the same.

Notary Public, State of Wisconsin
My Commission:

CONSENT OF JURISDICTION

The City of Watertown and the Town of Emmet do hereby consent to the terms and conditions of this Declaration.

CITY OF WATERTOWN.
a Wisconsin municipal corporation

By: _____
Name: _____
Title: _____

ATTEST

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
) ss
COUNTY OF DODGE)

Personally came before me this ____ day of _____, 200__,
_____ and _____, known to me to be the
_____ and _____ respectively of the City of
Watertown, a Wisconsin municipal corporation, who executed the above instrument and
acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____

TOWN OF EMMET,
a Wisconsin municipal corporation

By: _____
Name: _____
Title: _____

ATTEST

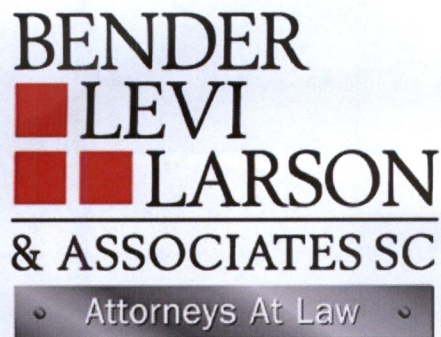
By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
) ss
COUNTY OF DODGE)

Personally came before me this ____ day of _____, 200__,
_____ and _____, known to me to be the
_____ and _____ respectively of the Town of Emmet, a
Wisconsin municipal corporation, who executed the above instrument and acknowledged the
same.

Notary Public, State of Wisconsin
My Commission: _____

THIS DOCUMENT WAS DRAFTED BY AND
SHOULD BE RETURNED TO:



December 17, 2015

Mayor John David
City of Watertown
P. O. Box 477
106 Jones Street
Watertown, WI 53094

HAND DELIVERED

RE: City of Watertown – Town of Emmet Cooperative Boundary Agreement

Dear John:

Attached to this letter please find the original recorded instrument containing the recording face sheet, overview summary of the Agreement (3 pages), the finalized Cooperative Plan Agreement between the Town of Emmet and City of Watertown (39 pages) and Exhibits A through E, inclusive, attached to the Agreement. I have also included in the recorded document the approval letter and findings prepared by the Wisconsin Department of Administration. The entire document that you have attached to this letter has been recorded in office of the Dodge County Register of Deeds on December 10, 2015. Please retain this document with the other important original papers regarding the City's agreement with the Town of Emmet on this Cooperative Plan.

Cindy should place reminders in some sort of calendar as to the relevant dates of importance regarding this Agreement. There are the effective dates of the "Original Agreement", the "Restated Agreement" and the "Cooperative Plan Agreement". Each of these is noted on the Overview sheets included with this document. There are also the four dates when boundary adjustments will automatically be made by virtue of the City enacting an "Attachment Ordinance", which can be in the same format of an Annexation Ordinance.

As to the dates when boundary adjustments occur, two of these boundary adjustment dates have already passed. On September 29, 2015 the city was able to attach the two railroad right-of-way areas ("Area #2" and "Area #3"). Also, on September 29, 2017 the City can automatically attach the properties on Welsh Road in the vicinity of the Farm & Fleet store by an automatic boundary adjustment. The adoption of an annexation-type of ordinance would be sufficient for this purpose. I can discuss with you the exact procedures that should apply under the Agreement. Finally, there is the Highway 16 Residential Area bounded by Highway 16, Fourth Street and Second Street. The residences in this area will have to annex depending upon

December 17, 2015

Page 2

how long their wells and sanitary septic systems last. If any of their mechanical systems are failing, and have to be replaced, they are required to attach to the City in order to obtain municipal water services and municipal sanitary sewer services. Since they will not want to do this of their own free will, we will have to put some procedures in effect to trigger this when there is application to the Dodge County Sanitarian for a well permit or sanitary septic system permit. We could also rely upon the Town to tell us when that occurs, although I would not put much faith in that type of proceeding for notification.

I had briefly mentioned to you that I believe it would be useful for me to brief the Plan Commission and/or Common Council on the contents of this Agreement and how it applies going forward in time. The City staff persons could also be in attendance at that meeting. I would probably just distribute the attached maps from the various exhibits and copy of the overview of the recorded instrument for each of them to review prior to our discussion. It would be useful to see how this Agreement will work out in actuality. Please inform me of a date that you would like to schedule this presentation. I will be available if it is in January. I will be away from February 10th through the 18th, although there should not be a Plan Commission meeting on that Monday.

It was a pleasure to serve the City in finalizing this Agreement and the Restated Agreement over the past several years. I think it is an effective Agreement that will last through 2032 and maybe beyond that time.

I have enclosed my statement for services rendered through this date for submission to the Common Council for approval.

Very truly yours,

BENDER, LEVI, LARSON & ASSOCIATES, S.C.

Thomas J. Levi / vlk

Thomas J. Levi
tlevi@benderlevilaw.com

TJL:vlk

Enclosures

Pc: Mr. William Gruber, City Attorney
Mr. Jacob Maas, Zoning Administrator
Ms. Jaynellen Holloway, City Engineer
Mr. Michael Slavney, City Planner

DOCUMENT # 1231231

Office of Register of Deeds
Dodge County, Wisconsin
RECEIVED FOR RECORD

December 10, 2015 12:04 PM

CHRIS PLANASCH - Registrar
Fee Amount: \$30.00
of Pages 96



Document Number

Document Title

INTERGOVERNMENTAL COOPERATIVE PLAN UNDER
WISCONSIN STATUTE SEC. 66.0307 AGREEMENT BETWEEN
THE CITY OF WATERTOWN AND THE TOWN OF EMMET

Recording Area

Name and Return Address
Atty. Thomas J. Levi
Bender, Levi, Larson & Associates, S.C.
P. O. Box 16
Watertown, WI 53094-0016

SEE ATTACHED

Parcel Identification Number (PIN)

LEGAL DESCRIPTIONS:

SEE ATTACHED

THIS INSTRUMENT WAS DRAFTED BY:

Attorney Thomas J. Levi
State Bar No. 1002305

Attorney John St. Peter
State Bar No. 1016293

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

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**INTERGOVERNMENTAL COOPERATIVE PLAN UNDER WISCONSIN STATUTE
SEC. 66.0307 AGREEMENT BETWEEN THE CITY OF WATERTOWN AND THE
TOWN OF EMMET**

History of Planning Process Between City of Watertown and Town of Emmet

The City of Watertown, Wisconsin, (“City”) and the Town of Emmet, Dodge County, Wisconsin (the “Town”) began their planning process to allow for an orderly transition of certain real property in the Town into the boundaries of the City in the future as well as to delineate and limit the City’s exercise of its extraterritorial zoning control in the Town in 1998. The results of those negotiations resulted in the original Intermunicipal Cooperative Agreement between the parties, dated January 1, 2000. The effective date of this Agreement was between January 1, 2000 and June 10, 2013. This original Agreement was reviewed beginning in 2010 between the City and the Town and resulted in the extensive amendments to the original Intermunicipal Cooperative Agreement, and was delineated the “Restated Intermunicipal Cooperative Agreement between the City of Watertown and the Town of Emmet dated June 11, 2013,” which was recorded in the Office of the Register of Deeds in Dodge County, Wisconsin, as Document No. 1198481. The effective dates of the Restated Intermunicipal Cooperative Agreement extend from June 11, 2013 through September 28, 2014. The “Restated Agreement” cured several deficiencies in the “Original Agreement” and further contemplated that the parties would strive to reach yet an additional Agreement which would call for mandatory boundary adjustments and provide a process by which the parties could proceed to forecast development needs and values as well as implement planning strategies to enhance the total development of the Town’s property within the extraterritorial jurisdiction of the City. After further negotiations, the attached Intergovernmental Cooperative Plan Agreement between the parties was developed. The parties have agreed that the effective dates of the attached Intergovernmental Cooperative Plan Agreement will run from the beginning date on September 24, 2014 through the termination date on December 31, 2032.

Overview of Land Use Restrictions in the Plan Document Between the City and Town

The Cooperative Plan Agreement recognizes the separation of the extraterritorial jurisdiction area of the Town into two distinct sections: the City Growth Area (Exhibit B “I”) and the Town Growth Area (Exhibit B “II”). The Town Growth Area is under the exclusive zoning, land use and subdivision control provisions of the Town’s regulatory codes. The City Growth Area remains in the Town, but all of the real property in the City Growth Area is subject to zoning, land use and subdivision control by the Town, only after the City has exercised its exclusive jurisdiction to approve any zoning amendments, land use restrictions, conditional use permits, variances, land divisions and subdivision controls under the relevant City Codes, as from time to time are amended. In the City Growth Area there are extensive regulations pertaining to residential development (see Section 6.04 (a.) of Agreement), as well as extensive restrictions on retail, commercial, business and industrial development (see Section 6.04 (b.) of Agreement).

In addition to the land use restrictions, a specific procedure for boundary adjustments and detachment of land from the Town in the City Growth Area and attachment to the City are delineated (see Section VIII. of Agreement). In addition, there are specific boundary

091

adjustments of identified properties already mandated under the terms of the Agreement, as outlined in the next Section of this Introduction. There is also power conferred on the City to attach “functional town islands” if any so arise in the future under the City’s sole determination (see Section 8.06 of Agreement). Otherwise, all boundary attachments are driven by a petition from property owners or prospective property owners in the City Growth Area. Further examination of the Agreement will be necessary to see how it effects future transaction involving real properties within the City Growth Area.

The provisions of the attached Agreement are controlling and interested parties are encouraged to review the Agreement in its entirety.

Real Property Descriptions and Parcel Identifications of Property in City Growth Area

Immediately behind this Recording Coversheet is a list of the real properties affected by this Agreement, including the brief real estate description, Parcel Identification Number and current owners as of the date of the recording of this instrument.

Approval of Cooperative Plan by the Wisconsin Department of Administration

Attached as the final exhibit to this instrument is the approval and authorization letter from the Wisconsin Department of Administration approving the Cooperative Plan between the City and the Town pursuant to Section 66.0307(5), Wis. Stats.

Effective Dates of Intermunicipal Agreements and Boundary Adjustments

The three Agreements that have been entered into between the City and the Town cover different time periods since their original adoption. The effective dates of each of these Agreements are outlined below:

Intermunicipal Cooperative Agreement	January 1, 2000 – June 10, 2013
Restated Intermunicipal Cooperative Agreement	June 11, 2013 – September 28, 2014
Intergovernmental Cooperative Plan Agreement	September 29, 2014 – December 31, 2032

Within the current Agreement attached hereto, mandatory boundary adjustments are contemplated that will take place over the next ten (10) years as they pertain to specific areas within the City Growth Area. These areas are outlined more specifically on Exhibit “C” to the Intergovernmental Cooperative Plan Agreement, dated September 29, 2015, and are outlined in more detail in Section 3.02 of the Agreement. The specific dates of boundary adjustments for the four (4) Areas outlined in Section 3.02 are as follows:

Welsh Road Area	Exhibit C – Area “1”	September 29, 2017
Brandt – Quirk Park Railroad Right-of Way Area	Exhibit C – Area “2”	September 29, 2015

002

Highway 16 Railroad
Right-of-Way Area

Exhibit C – Area “3”

September 29, 2015

Highway 16 Residential
Area

Exhibit C – Area “4”

on for before September 29, 2024*

*the adjustment of the boundaries in this Area will occur by the date indicated unless it is necessary to require individual properties and adjoining properties contiguous to the City corporate boundary, if necessary to maintain a uniform City boundary, in the event any such properties experience either failing current wells and/or failing current sanitary septic systems requiring the property owner(s) to attach their property(ies) in order to obtain municipal water services and/or sanitary sewer services.

PARCEL IDENTIFICATION NUMBERS AND REAL ESTATE DESCRIPTIONS (BY INDIVIDUAL PARCELS) FOR LAND SUBJECT TO CITY GROWTH AREA
 LAND USE RESTRICTIONS IN THE INTERGOVERNMENTAL COOPERATIVE PLAN UNDER WISCONSIN STATUTE SECTION 66.0307
 BETWEEN THE CITY OF WATERTOWN AND THE TOWN OF EMMET

ALL LANDS BEING PART OF SECTIONS 19, 20, 21, 27, 28, 29, 30 AND 31 IN TOWN 9 NORTH, RANGE 15 EAST, DODGE COUNTY, STATE OF WISCONSIN

PARCEL NO.	OWNER	MAILING ADDRESS	PROPERTY ADDRESS	LEGAL DESCRIPTION (FROM TAX BILL)
016-0915-1911-001	ARTHUR P MELCHER KAREN MELCHER	N778 KADDATZ DR WATERTOWN, WI 53098	W7319 COUNTY ROAD Q	THAT PT NE1/4 SEC 19 COM 907.5 FT W OF NE COR ON SEC LN TH S 2640 FT TH W ON 1/4 LN 1732.5 FT TO SW COR TH N ON W LN 1131.43 FT TH E // TO N LN 1155 FT TH N // TO W LN 1508.57 FT TO N LN TH E 577.5 FT TO POB EX HWY DESC IN V364 P10 EX CSM 289 IN V6 P11 (INCLUDES CSM 5150 IN V33 P183) EX PARC DESC IN DOC# 1113241
016-0915-1911-002	BRENT M KREMER ROZILAND M KREMER JAMES L HOLDEN CLAUDIA A HOLDEN	W7263 COUNTY ROAD Q WATERTOWN, WI 53098	W7263 COUNTY ROAD Q	LOT 1 CSM 5807 IN V38 P227 BEING PT NE1/4 NE1/4 SEC 19
016-0915-1912-001	RUSSELL W SMITH VICTORIA L SMITH	N1259 WELSH RD WATERTOWN, WI 53098	N1259 WELSH RD	LOT 1 CSM 4932 IN V32 P3 BEING PT NW1/4 NE1/4 SEC 19
016-0915-1913-000	WAYNE SMITH RUSSELL SMITH MARVIN SMITH	W7449 COUNTY ROAD Q WATERTOWN, WI 53098		THAT PT W 1155 FT OF N 1508.57 FT OF W1/2 NE1/4 SEC 19 LYG IN SW1/4 NE1/4 SEC 19
016-0915-1913-002	WISCONSIN ELECTRIC POWER CO	231 W MICHIGAN ST MILWAUKEE, WI 53201	N1171 WELSH RD	LOT 1 OF CSM 289 IN V6 P11 BEING PT SW1/4 NE1/4 SEC 19
016-0915-1913-003	ARTHUR P MELCHER KAREN MELCHER	N778 KADDATZ DR WATERTOWN, WI 53098	WELSH RD	LOT 3 CSM 5150 IN V33 P183 BEING PT SW1/4 NE1/4 SEC 19
016-0915-1913-004	JAMES D MELCHER ELIZABETH A MELCHER	N1145 WELSH RD WATERTOWN, WI 53098		LOT 1 CSM 5150 IN V33 P183 BEING PT SW1/4 NE1/4 SEC 19
016-0915-1913-005	JAMES D MELCHER ELIZABETH A MELCHER	N1145 WELSH RD WATERTOWN, WI 53099	N1145 WELSH RD	LOT 2 CSM 5150 IN V33 P183 BEING PT SW1/4 NE1/4 SEC 19
016-0915-1914-001	ADAM R WALTER HEATHER M WALTER	W5301 FRENCH RD JOHNSON CREEK, WI 53038		SW1/4 NW1/4 SEC 20 ALSO A STRIP OF LAND ON E SIDE OF NE1/4 SEC 19 TO BE OF EQUAL WIDTH OF 907.5 FT EX COM 20 FT N OF SE COR SEC 19 TH W 907.5 FT // TO S LN TH S 20 FT TH E 940.5 FT ON S LN & INTO SEC 20 TH NW TO POB EX HWY DESC IN V363 P586 EX CSM 2415 IN V14 P418 EX CSM DOC #1135323 IN ERROR (2009) THAT PT SE1/4 & SW1/4 OF NE1/4 SEC 19 AS DESC IN DOC# 1113241
016-0915-1914-002	ARTHUR P MELCHER KAREN L MELCHER	N778 KADDATZ DR WATERTOWN, WI 53098	WELSH RD	NE1/4 NW1/4 SEC 19 EX HWY DESC IN V364 P4 ALSO THAT PT
016-0915-1921-000	WAYNE SMITH RUSSELL SMITH MARVIN SMITH	W7449 COUNTY ROAD Q WATERTOWN, WI 53098	W7465 COUNTY ROAD Q W7449 COUNTY ROAD Q	OF FOLLOWING LYG IN NW1/4 NE1/4 SEC 16: COM NW COR TH E 1155 FT TH S // TO E LN 1508.57 FT TH W // TO N LN 1155 FT TO W LN TH N TO POB EX HWY DESC IN V363 P444 EX FRAC NW1/4 NW1/4 SEC 19 EX L33 AC HWY DESC IN V363 P498
016-0915-1922-000	EDWARD A KOEHLER	W7669 COUNTY ROAD Q WATERTOWN, WI 53098		FRAC SW1/4 NW1/4 SEC 19
016-0915-1923-000	EDWARD A KOEHLER	W7669 COUNTY ROAD Q WATERTOWN, WI 53098		SE1/4 NW1/4 SEC 19
016-0915-1924-000	WAYNE SMITH RUSSELL SMITH MARVIN SMITH	W7449 COUNTY ROAD Q WATERTOWN, WI 53098		
016-0915-1931-000	EUGENE P COUGHLIN VICTORIA COUGHLIN	N901 WELSH RD WATERTOWN, WI 53098		NE1/4 SW1/4 SEC 19

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PARCEL NO.	OWNER	MAILING ADDRESS	PROPERTY ADDRESS	LEGAL DESCRIPTION (FROM TAX BILL)
016-0915-1932-000	WAYNE SMITH RUSSELL SMITH MARVIN SMITH	W7449 COUNTY ROAD Q WATERTOWN, WI 53098		NW1/4 SW1/4 SEC 19 ✓
016-0915-1933-000	EUGENE P COUGHLIN VICTORIA COUGHLIN	N901 WELSH RD WATERTOWN, WI 53098		FRAC SW1/4 SW1/4 SEC 19 ✓
016-0915-1934-001	TOWN OF EMMET	N1690 STATE ROAD 16 & 26 WATERTOWN, WI 53098		PT SE1/4 SW1/4 SEC 19 BEING S 33 FT OF E 454 FT OF SD 1/4 1/4 ALSO 66 FT WIDE STRIP LYG 33 FT ON EITHER SIDE OF FOLL DESC CL: COM S1/4 COR SD SEC 19 TH S 89DEG 40MIN W ALG S LN SD SW1/4 454 FT TO POB OF CL TH N 3DEG 40MIN W 303 FT TO TERMINATION OF SD CL SE1/4 SW1/4 SEC 19 EX THAT PT SD 1/4 1/4 AS DESC IN V867 P921
016-0915-1934-002	CHRISTOPHE J COUGHLIN KRISTIE D COUGHLIN	W7376 WELSH RD WATERTOWN, WI 53098	N901 WELSH RD N897 WELSH RD	NE1/4 SE1/4 SEC 19 ✓
016-0915-1941-000	COUGHLIN LIVING TRUST	N1096 WELSH RD WATERTOWN, WI 53098	N1096 WELSH RD	NE1/4 SE1/4 SEC 19 ✓
016-0915-1942-000	JAMES R COUGHLIN HELEN M COUGHLIN	N1015 WELSH RD WATERTOWN, WI 53098	N1015 WELSH RD	NW1/4 SE1/4 SEC 19 ✓
016-0915-1943-000	EUGENE P COUGHLIN VICTORIA COUGHLIN	N901 WELSH RD WATERTOWN, WI 53098		W1/2 OF SW1/4 SE1/4 SEC 19 ✓
016-0915-1943-001	GERALD L COUGHLIN TRUST BONNIE R COUGHLIN TRUST	N919 WELSH RD WATERTOWN, WI 53098	N919 WELSH RD	E1/2 OF SW1/4 SE1/4 SEC 19 EX HWY DESC IN DOC# 1114372
016-0915-1944-000	COUGHLIN LIVING TRUST	N1096 WELSH RD WATERTOWN, WI 53098		N1/2 OF SE1/4 SE1/4 SEC 19 ✓
016-0915-1944-001	EUGENE P COUGHLIN VICTORIA COUGHLIN	N901 WELSH RD WATERTOWN, WI 53098		S1/2 OF SE1/4 SE1/4 SEC 19 EX HWY DESC IN DOC# 1119708
016-0915-2011-000	JEFFREY C SCHOECHERT BETTY J SCHOECHERT	N1086 COUNTY ROAD L WATERTOWN, WI 53098		N1/2 OF NE1/4 SEC 20 EX N 10 AC LYG W OF CL STH 26 EX HWY DESC IN V589 P492 EX THAT PT LYG WLY OF STH 26 AS DESC IN V683 P313 EX HWY DESC IN DOC# 1115195
016-0915-2011-002	STATE OF WISCONSIN DOT	2101 WRIGHT ST MADISON, WI 53704-2583	N1233 COUNTY ROAD L	LOT 2 CSM 3831 IN V23 P172 BEING PT NE1/4 NE1/4 SEC 20 EX THAT PT BEING PT OF ROW PER TPP# 1390-04-24-4.06
016-0915-2011-003	STATE OF WISCONSIN DOT	2101 WRIGHT ST MADISON, WI 53704-2583		THAT PT LOT 1 CSM 3831 IN V23 P172 BEING PT NE1/4 NE1/4 SEC 20 DESC IN DOC# 1123192 (PARC 3 REMNANT 3 ON PAGE 32) CORRECTED IN DOC# 1124929
016-0915-2012-000	L & N M ENTERPRISES LLC	N68 W35460 COUNTY ROAD K OCONOMOWOC, WI 53066	COUNTY ROAD Q	LOT 1 CSM 3428 IN V20 P209 BEING PT NW1/4 NE1/4 & PT NE1/4 NE1/4 SEC 20 EX HWY DESC IN DOC# 1113070 EX THAT
016-0915-2012-001	L & N M ENTERPRISES LLC	N68 W35460 COUNTY ROAD K OCONOMOWOC, WI 53066		LOT 1 CSM 3831 IN V23 P172 BEING PT NE1/4 NE1/4 & PT NW1/4 NE1/4 SEC 20 EX HWY & UNPLATTED LANDS DESC IN DOC# 1123192 (CORRECTED IN DOC# 1124929)
016-0915-2012-002	L & N M ENTERPRISES LLC	N68 W35460 COUNTY ROAD K OCONOMOWOC, WI 53066	COUNTY ROAD Q	LOT 1 CSM 3428 IN V20 P209 BEING PT NW1/4 NE1/4 & PT NE1/4 NE1/4 SEC 20 EX HWY DESC IN DOC# 1113070 EX THAT
016-0915-2013-000	GARY L SCHMIDT BETHEL A SCHMIDT	N1131 COUNTY ROAD L WATERTOWN, WI 53098	N1131 COUNTY ROAD L	PT SHOWN AS "REMAINING 2.76 AC" ON TPP 1390-04-24-4.06 SW1/4 NE1/4 SEC 20 EX E 260 FT OF S 125 FT ALSO THAT PT OF SE1/4 NE1/4 SEC 20 LYG W HWY DESC IN V588 P347 EX HWY EX HWY IN SD V588 P347 EX HWY DESC IN DOC# 1123808 EX THAT PT LYG W OF SD DOC# 1123808
016-0915-2013-001	THOMAS L BRUMM JOANN C BRUMM	W6960 KILN DR WATERTOWN, WI 53098	W6960 KILN DR	E 260 FT OF S 125 FT OF SW1/4 NE1/4 SEC 20 EX 0.4 AC HWY DESC IN V590 P665

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016-0915-2014-000	GARY L SCHMIDT BETHEL A SCHMIDT	N1131 COUNTY ROAD L WATERTOWN, WI 53098		SE1/4 NE1/4 SEC 20 EX THAT PT LYG W OF CL STH 16-26 EX HWY DESC IN V588 P347
016-0915-2021-001	GARY L SCHMIDT BETHEL A SCHMIDT	N1131 COUNTY ROAD L WATERTOWN, WI 53099		S1/2 OF NE1/4 NW1/4 & N1/2 OF SE1/4 NW1/4 SEC 20 ALSO THAT PT SW1/4 NE1/4 SEC 20 LYG W OF HWY DESC IN DOC# 1123808
016-0915-2021-002	STEVEN J HUFF MICHELLE I HUFF	W7105 COUNTY ROAD Q WATERTOWN, WI 53098	W7105 COUNTY ROAD Q	LOT 1 CSM 3830 IN V23 P170 BEING PT NE1/4 NW1/4 SEC 20 ALSO PT OF LOT 2 CSM 5327 AS DESC IN DOC# 994673 BEING PT SD 1/4 1/4
016-0915-2022-001	EDWARD R SCHMIDT JOANNE E SCHMIDT	W7217 COUNTY ROAD Q WATERTOWN, WI 53098	W7217 COUNTY ROAD Q	LOT 1 CSM 5182 IN V33 P263 BEING PT NW1/4 NW1/4 SEC 20 ALSO THAT PT LOT 2 CSM 5327 IN V35 P28 AS DESC IN DOC# 1032755 BEING PT SD 1/4 1/4
016-0915-2022-002	DENNIS C LOOMIS TRUST JOAN E LOOMIS TRUST	W7215 COUNTY ROAD Q WATERTOWN, WI 53098	W7215 COUNTY ROAD Q	LOT 2 CSM 5182 IN V33 P263 BEING PT NW1/4 NW1/4 SEC 20
016-0915-2022-003	MICHAEL C ACHESON CHRISTINE M ACHESON	W7199 COUNTY ROAD Q WATERTOWN, WI 53098	W7199 COUNTY ROAD Q	LOT 3 CSM 5182 IN V33 P263 BEING PT NW1/4 NW1/4 SEC 20
016-0915-2022-004	JEFFREY D KOVNESKY	W7137 COUNTY ROAD Q WATERTOWN, WI 53098	W7137 COUNTY ROAD Q W7139 COUNTY ROAD Q	LOT 1 CSM 5327 IN V35 P28 BEING PT NE1/4 NW1/4 & PT NW1/4 NW1/4 SEC 20
016-0915-2023-001	MICHAEL R WALTER TRUST SARAH S WALTER TRUST	W5340 FRENCH RD JOHNSON CREEK, WI 53038	COUNTY ROAD Q	LOT 2 CSM 5327 IN V35 P28 BEING PT NE1/4 NW1/4, PT NW1/4 NW1/4 & PT SW1/4 NW1/4 SEC 20 EX THAT PT DESC IN DOC# 994673 EX THAT PT DESC IN DOC# 1032755
016-0915-2024-000	CHARLES L BRUMM	W7076 KILN DR WATERTOWN, WI 53098	W7076 KILN DR	S1/2 OF SE1/4 NW1/4 SEC 20
016-0915-2031-001	ARTHUR J LENIUS	N1085 COUNTY ROAD L WATERTOWN, WI 53098-4318		THAT PT PARC DESC IN DOC# 1132416 LYG IN NE1/4 SW1/4 SEC 20 BEING PARC 18 LANDLOCKED - 2 (BEING PT LOT 3 CSM 4618 IN V29 P207) ALSO THAT PT LOT 2 CSM 1323 IN V9
016-0915-2032-000	CHARLES L BRUMM	W7076 KILN DR WATERTOWN, WI 53098		NE1/4 OF NW1/4 SW1/4 SEC 20
016-0915-2032-001	ARTHUR P MELCHER KAREN MELCHER	N778 KADDATZ DR WATERTOWN, WI 53098		W1/2 OF N1/2 OF NW1/4 SW1/4 SEC 20 ALSO THAT PT SE1/4 NE1/4 SEC 19 & SW1/4 NW1/4 SEC 20 COM 20 FT N OF SE COR SEC 19 TH W 907.5 FT TH S 20 FT // TO E LN TH E 940.5 FT ON S LN INTO SEC 20 TH NW TO POB
016-0915-2033-000	BILJEAN TRUST	N1566 STATE ROAD 26 WATERTOWN, WI 53098		LOT 2 CSM 1323 IN V9 P192 BEING PT N1/2 SW1/4, SW1/4 SW1/4 & NW1/4 SE1/4 SEC 20 EX THAT PT DESC IN DOC# 1103757 EX HWY DESC IN DOC# 1132856 EX PARCELS DESC IN
016-0915-2034-000	HARVEY A ZIEMER JEAN ZIEMER	W7018 PROVIMI RD WATERTOWN, WI 53098		THAT PT PARC DESC IN V551 P276 LYG IN SE1/4 SW1/4 & SW1/4 SE1/4 SEC 20 EX HWY DESC IN DOC# 1132520 (SD EX INCLUDING THAT PT SD SE1/4 SW1/4 BEING PARC 08 LANDLOCKED - 3)
016-0915-2034-001	ARTHUR J LENIUS	N1085 COUNTY ROAD L WATERTOWN, WI 53098-4318		THAT PT PARC DESC IN DOC# 1132520 LYG IN SE1/4 SW1/4 SEC 20 BEING PARC 08 LANDLOCKED - 3
016-0915-2041-000	JEFFREY C SCHOECHERT BETTY J SCHOECHERT	N1086 COUNTY ROAD L WATERTOWN, WI 53098		NE1/4 SE1/4 SEC 20 EX W 483.78 FT OF N 990 FT SD 1/4 1/4 EX W 233 FT OF S 140 FT OF N 1130 FT SD 1/4 1/4 EX CSM 3561 IN V21 P183 EX 0.18 AC HWY DESC IN V589 P967

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PARCEL NO.	OWNER	MAILING ADDRESS	PROPERTY ADDRESS	LEGAL DESCRIPTION (FROM TAX BILL)
016-0915-2041-001	STEVEN H ZABOREK ROSE L ZABOREK	N1016 COUNTY ROAD L WATERTOWN, WI 53098	N1016 COUNTY ROAD L WATERTOWN	PT NE1/4 OF SE1/4 SEC 20 COM AT A PT WHERE CL USH 16 & STH 26 INTR N LN SE1/4 TH S ALG CL 990 FT TO POB TH E 233 FT TH S 140 FT TH W 233 FT TH N ALG SD CL 140 FT TO POB EX 0.14 ACRE HWY DESC IN V586 P720
016-0915-2041-002	STEVEN H ZABOREK ROSE L ZABOREK	N1016 COUNTY ROAD L WATERTOWN, WI 53099		LOT 1 CSM 3561 IN V21 P183 BEING PT NE1/4 SE1/4 SEC 20
016-0915-2041-003	BETTY J SCHOECHERT	N1088 COUNTY ROAD L WATERTOWN, WI 53098	N1088 COUNTY ROAD L	LOT 1 CSM 2335 IN V14 P263 BEING PT NE1/4 SE1/4 SEC 20
016-0915-2041-004	THOMAS A ZIMMERMAN	N1022 COUNTY ROAD L WATERTOWN, WI 53098	N1022 COUNTY ROAD L	PT NE1/4 OF SE1/4 SEC 20 COM E1/4 COR SD SEC TH S 89DEG 04MIN W 849.15 FT TH S 0DEG 50MIN E 775 FT TO POB TH S 0DEG 50MIN E 215 FT TH S 88DEG 35MIN W 483.78 FT TH N 1DEG 11MIN W 215 FT TH N 88DEG 35MIN E 485.04 FT TO POB EX 0.23 ACRE HWY DESC IN V586 P727
016-0915-2041-005	JEFFREY C SCHOECHERT BETTY J SCHOECHERT	N1086 COUNTY ROAD L WATERTOWN, WI 53098	N1086 COUNTY ROAD L	LOT 2 OF CSM 2335 IN V14 P263 BEING PT NE1/4 SE1/4 SEC 20
016-0915-2042-000	ARTHUR J LENIUS	N1085 COUNTY ROAD L WATERTOWN, WI 53098-4318	N1085 COUNTY ROAD L N1087 COUNTY ROAD L	LOT 1 CSM 4618 IN V29 P207 BEING PT NW1/4 SE1/4 SEC 20 EX HWY DESC IN DOC# 1132416
016-0915-2042-001	ARTHUR J LENIUS	N1085 COUNTY ROAD L WATERTOWN, WI 53098-4318	N1043 COUNTY ROAD L N1045 COUNTY ROAD L	LOT 2 CSM 4618 IN V29 P207 BEING PT NW1/4 SE1/4 SEC 20 ALSO THAT PT LOT 2 CSM 1323 IN V9 P192 AS DESC IN DOC# 1103757
016-0915-2042-002	ARTHUR J LENIUS	N1085 COUNTY ROAD L WATERTOWN, WI 53098-4318	N1009 COUNTY ROAD L N1011 COUNTY ROAD L	LOT 3 CSM 4618 IN V29 P207 BEING PT NE1/4 SW1/4 & PT NW1/4 SE1/4 SEC 20 EX HWY DESC IN DOC# 1132416 (SD EX INCLUDING THAT PT SD LOT 3 BEING PARC 18 LANDLOCKED - 1 & PARC 18 LANDLOCKED - 2 THAT PT PARC DESC IN DOC# 1132416 LYG IN NE1/4 SW1/4 & NW1/4 SE1/4 SEC 20 BEING PARC 18 LANDLOCKED - 1
016-0915-2042-003	ARTHUR J LENIUS	N1085 COUNTY ROAD L WATERTOWN, WI 53098-4318		PARC A AS DESC DOC# 1166759 & BEING THAT PT OF LOT 2 CSM 1323 IN V9 P192 LYG E OF STH 26 ROW EX THAT PT DESC IN DOC# 1132856 & BEING PT NE1/4 SW1/4 & PT NW1/4 SE1/4 SEC 20
016-0915-2042-004	ARTHUR J LENIUS	N1085 COUNTY ROAD L WATERTOWN, WI 53098-4318		THAT PT PARCEL 2 AS DESC IN V1088 P828 LYG IN SW1/4 SE1/4 SEC 20 EX HWY DESC IN DOC# 1118382
016-0915-2043-000	SILVER CREEK PROPERTIES	PO BOX 414 WATERTOWN, WI 53094	N901 COUNTY ROAD L N935 COUNTY ROAD L	SE1/4 SE1/4 SEC 20 EX 1.29 AC HWY DESC IN V589 P967
016-0915-2044-000	JEFFREY C SCHOECHERT BETTY J SCHOECHERT	N1086 COUNTY ROAD L WATERTOWN, WI 53098	W6874 SILVER CREEK RD W6904 SILVER CREEK RD	PART OF NW1/4 NE1/4 SEC 21
016-0915-2112-000 (Part of)	JOHN W STARK PATRICIA A STARK	N1264 N SECOND ST RD WATERTOWN, WI 53098		PART OF SW1/4 NE1/4 SEC 21 EX CSM V1 P329
016-0915-2113-000 (Part of)	JOHN W STARK PATRICIA A STARK	N1264 N SECOND ST RD WATERTOWN, WI 53099		LOT 1 CSM 4353 IN V27 P193 BEING PT SW1/4 NE1/4 SEC 21
016-0915-2113-001	THAD A. VOIGT TRICIA J. VOIGT	N1107 SECOND STREET RD WATERTOWN, WI 53098	N1107 SECOND STREET RD	THAT PT N1/2 OF N1/2 OF NW1/4 SEC 21 LYG E OF RR ROW
016-0915-2121-000	CONDON-ZUEHLKE HOLDINGS LLC	W6849 HORN RD WATERTOWN, WI 53098		S1/2 OF NE1/4 NW1/4 SEC 21
016-0915-2121-001	CONDON-ZUEHLKE HOLDINGS LLC INVESTORS BANK	W6849 HORN RD WATERTOWN, WI 53099		

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PARCEL NO.	OWNER	MAILING ADDRESS	PROPERTY ADDRESS	LEGAL DESCRIPTION (FROM TAX BILL)
016-0915-2122-000	LINCK AGGREGATES INC	PO BOX 757 BEAVER DAM, WI 53916	W6822 HORN RD	ALL THAT PT N1/2 N1/2 NW1/4 SEC 21 LYG W OF RR ROW ALSO COM 660 FT S OF NW COR SD SEC TH S 63.75 FT TH E 717.5 FT TH NLY ALG W RR ROW LN 63.75 FT TH W TO POB
016-0915-2122-001	CONDON-ZUEHLKE HOLDINGS LLC INVESTORS BANK	W6849 HORN RD WATERTOWN, WI 53099		DOC# 1193212 IN ERROR S1/2 NW1/4 NW1/4 SEC 21 EX COM 660 FT S OF NW COR TH S 63.75 FT E 711.8 FT TO W LN RR NLY ALG SD W LN 64.4 FT W 720.7 FT TO POB ALSO EX RR ROW
016-0915-2122-002	UNION PACIFIC RAILROAD COMPANY	1416 DODGE ST OMAHA, NE 68179		RR ROW IN SEC 21
016-0915-2123-000	CONDON-ZUEHLKE HOLDINGS LLC INVESTORS BANK	W6849 HORN RD WATERTOWN, WI 53099	W6849 HORN RD	SW1/4 NW1/4 SEC 21 EX RR ROW
016-0915-2124-000	CONDON-ZUEHLKE HOLDINGS LLC INVESTORS BANK	W6849 HORN RD WATERTOWN, WI 53100		SE1/4 NW1/4 SEC 21
016-0915-2132-000	JEFFREY C SCHOECHERT BETTY J SCHOECHERT	N1086 COUNTY ROAD L WATERTOWN, WI 53098	W6850 SILVER CREEK RD	THAT PT OF W1/2 OF SW1/4 SEC 21 LYG W OF RR ROW
016-0915-2733-004	G F P LLC	500 N COMMERCIAL ST NEENAH, WI 54956	N552 BOULDER RD N574 BOULDER RD	THAT PT OF SW 1/4 SW 1/4 SEC 27 LYG S OF USH 16
016-0915-2831-007	JEAN LIEBHART ROBERT BRASCH	N578 SECOND STREET RD WATERTOWN, WI 53098		THAT PT LOTS 1 & 2 BLK 1 WERLICH'S THIRD ADD LYG S OF SLY ROW STH 16 EX THAT PT PARC DESC IN V919 P132 LYG IN SD LOT 1
016-0915-2834-000	JEAN LIEBHART ROBERT BRASCH	N578 SECOND STREET RD WATERTOWN, WI 53098	N590 WATER ST	LOT 1 BLK 2 G WERLICH'S THIRD ADD EX W 200 FT OF S 90 FT OF SD LOT 1 EX THAT PT PARC DESC IN V919 P132 LYG IN SD LOT 1
016-0915-2834-001	HERBERT W TOEBE C/O LAURIE STEGER PO/	N2256 FOREST RUN OCONOMOWOC, WI 53066		W 1/2 LOT 2 BLK 2 WERLICH'S 3RD ADD
016-0915-2834-002	JEAN LIEBHART	N578 SECOND STREET RD WATERTOWN, WI 53098		E1/2 LOT 2 BLK 2 WERLICH'S 3RD ADD EX 0.10 AC HWY DESC IN V312 P435
016-0915-2834-003	JEAN LIEBHART	N578 SECOND STREET RD WATERTOWN, WI 53098		THAT PT LOT 3 BLK 2 WERLICH'S 3RD ADD LYG SLY OF USH 16
016-0915-2834-004	DONALD M. NEHLS ESTATE	1538 N 2ND ST WATERTOWN, WI 53098		PT OF SE1/4 SW1/4 SEC 28 COM SE COR TH N ON 1/4 LN 595.98 FT TH W // TO S LN 244.2 FT TH S TO SEC LN 595.98 FT TH E ALG SEC LN TO POB ALSO A PARC 12 FT SQUARE IN SW COR OF SE1/4 SEC 28
016-0915-2834-005	CITY OF WATERTOWN	106 JONES ST PO BOX 477 WATERTOWN, WI 53094-0477		PT LOT 1 BLK 1 & PT LOT 1 BLK 2 G WERLICH'S 3RD ADD COM SW COR SD LOT 1 BLK 2 TH N 90 FT TO POB TH CONT N 426 FT M/L ALG E ROW LN NORTH WATER ST TO SLY ROW LN USH 16 TH N 49DEG 58MIN E 43 FT M/L ALG ROW LN USH 16 TH S1DEG 8MIN W 454 FT M/L TH N 89DEG 22MIN W 24 FT M/L TO POB EX THAT PT BEING ROW OF RHINE ST
016-0915-2843-000	JEAN K LIEBHART	N578 SECOND STREET RD WATERTOWN, WI 53098	N578 SECOND STREET RD	N1/2 OF BLK 11 SCHNASSE & BONNER'S ADD (VAC PER 1860 COURT ORDER) EX S 130 FT OF W 190 FT (DESC IN V305 P508)
016-0915-2843-001	JEAN K LIEBHART	N578 SECOND STREET RD WATERTOWN, WI 53098	N578 SECOND STREET RD	THAT PT LOTS 3 & 4 BLK 11 SCHNASSE & BONNER'S ADD (VAC PER 1860 COURT ORDER) AS DESC IN V305 P508

LAND USE RESTRICTIONS IN THE INTERGOVERNMENTAL COOPERATIVE PLAN UNDER WISCONSIN STATUTE SECTION 66.0307
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PARCEL NO.	OWNER	MAILING ADDRESS	PROPERTY ADDRESS	LEGAL DESCRIPTION (FROM TAX BILL)
016-0915-2843-002	DAMIAN DENAULT MARY DENAULT	1513 COUNTRY CLUB LN WATERTOWN, WI 53098	N552 SECOND STREET RD	S1/2 BLK 11 SCHNASSE & BONNER'S ADD (VAC PER 1860 COURT ORDER) EX COM SW COR LOT 7 TH N 95 FT TH E 155 FT TH S 95 FT TH W 155 FT TO POB
016-0915-2843-003	RICHARD J SEEBER RUTH I SEEBER SUSAN R BLASING CHRISTINE A WENDORF MICHAEL R SEEBER NANCY J SEEBER	N548 SECOND STREET RD WATERTOWN, WI 53098	N548 SECOND STREET RD	PT LOT 7 BLK 11 SCHNASSE & BONNER'S ADD (VAC PER 1860 COURT ORDER) COM SW COR LOT 7 TH N 95 FT TH E 155 FT TH S 95 FT TH W 155 FT ALG S LN LOT 7 TO POB
016-0915-2843-004	WILLIAM LIEBHART	1115 S THIRD ST WATERTOWN, WI 53094		THAT PT OF SE1/4 SW1/4 & SW1/4 SE1/4 SEC 28 (BEING PT LOTS 5 & 7 & ALL OF LOT 6 BLK 3 SCHNASSE & BONNER'S VAC PER 1860 COURT ORDER) COM CEN SECOND ST 830.28 FT N FROM S LN SEC 28 TH W 551.10 FT TO A DITCH TH N 8DEG E ALG DITCH 237.60 FT TH E 544.50 FT TO CL SECOND ST TH S 7DEG W ALG CL 237.60 FT TO POB
016-0915-2843-006	HERBERT W TOEBE C/O LAURIE STEGER POA	N2256 FOREST RUN OCONOMOWOC, WI 53066	N544 SECOND STREET RD	PT OF SW1/4 SE1/4 SEC 28 COM CL SECOND ST 5621 FT N OF S LN SEC 28 TH E 750.42 FT TH S 165 FT TH W 750.42 FT TH N 165 FT TO POB
016-0915-2843-007	JUDITH L DRAEGER	1120 SCHILLER ST WATERTOWN, WI 53098		PT LOT 6 BLK 13 SCHNASSE & BONNER'S ADD COM INTR CL PROSPECT ST & S LN SEC 28 TH N 211.2 FT TH W 693 FT TO POB TH N TO N LN SD BLK 13 TH E TO NW COR LOT 1 SD BLK 13 TH S TO SW COR LOT 3 SD BLK 13 TH W 165 FT TO POB (ORIGINALLY DESC AS PT OF V229 P524)
016-0915-2843-008	HADY ELECTRIC INC	PO BOX 580 WATERTOWN, WI 53094-0580	SECOND STREET RD	LOT 1 CSM 5653 IN V37 P160 BEING PT SW1/4 SE1/4 & PT SE1/4 SW1/4 SEC 28
016-0915-2844-003	JILL J. KULICK	1530 CENTER ST WATERTOWN, WI 53098	1530 CENTER ST	LOT 8 BLK 8 SCHNASSE & BONNER'S ADD EX N 154.98 FT EX HWY DESC IN V312 P543 EX HWY DESC IN V520 P949
016-0915-2844-005	JUDITH L DRAEGER	1120 SCHILLER ST WATERTOWN, WI 53098		LOTS 13 & 14 & THAT PT OF LOTS 6,7,8,11 & 12 BLK 10 SCHNASSE & BONNER'S ADD LYG SLY OF USH 16 (ORIGINALLY DESC AS PT OF V229 P524 - SLY ROW AS DESC IN V312/547)
016-0915-2844-006	JUDITH L DRAEGER	1120 SCHILLER ST WATERTOWN, WI 53098	1528 PROSPECT ST	LOTS 1,2 & 3 BLK 13 SCHNASSE & BONNER'S ADD EX S 90 FT OF E 265 FT OF SD LOT 3 (ORIGINALLY DESC AS PT OF V229 P524 - S 90 FT OF E 265 FT AS DESC IN V302 P401 & V386 P179)
016-0915-2844-007	CAROL J KOHLHOFF	1526 PROSPECT ST WATERTOWN, WI 53098	1526 PROSPECT ST	THAT PT SE1/4 SE1/4 SEC 28 AS DESC IN V302 P401 ALSO THAT PT SD 1/4 1/4 AS DESC IN V386 P179
016-0915-2844-008	TERRENCE J MCKEE CHRISTINE M MCKEE	1524 CENTER ST WATERTOWN, WI 53094	1524 CENTER ST	PARC C IN CSM V1 P195 BEING PT OF LOTS 1,2 & 3 & PT GERMANIA ST EX E 20 FT FOR RELOCATED CTH M SCHNASSE & BONNER'S ADD
016-0915-2844-009	GERALD R EBERT MARY R EBERT	1533 PROSPECT ST WATERTOWN, WI 53098	1533 PROSPECT ST	PARC A OF CSM V1 P195 BEING PT LOT 7 BLK 9 & PT LOT 1 BLK 14 SCHNASSE & BONNER'S ADD & PT VAC GERMANIA ST
016-0915-2844-010	CALVIN C KOHLHOFF	1529 PROSPECT ST WATERTOWN, WI 53098	1529 PROSPECT ST	PARC B IN CSM V1 P195 BEING PT LOTS 1 & 2 BLK 14 SCHNASSE & BONNER'S ADD

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016-0915-2844-011	NIKOLAUS RICHARDS ALICIA I RICHARDS	1527 PROSPECT ST WATERTOWN, WI 53098	1527 PROSPECT ST	PT LOTS 2 & 3 BLK 14 SCHNASSE & BONNER'S ADD COM SE COR SEC 28 TH S 87DEG 20MIN W 835.66 FT TO E LN PROSPECT ST TH N 4DEG 33MIN 10SEC W 278.75 FT TO POB TH N 4DEG 33MIN 10SEC W 75.08 FT TH N 87DEG 20MIN E 187.51 FT TH S 3DEG 59MIN E 75 FT TH S 87DEG 20MIN W 186.76 FT TO POB
016-0915-2844-012	ROLF C THORNQUIST SANDRA J THORNQUIST	1523 PROSPECT ST WATERTOWN, WI 53098	1523 PROSPECT ST	PARC D OF CSM V1 P195 EX E 170.04 FT THEREOF ALL BEING PART OF LOTS 3 & 4 BLK 14 SCHNASSE & BONNER'S ADD
016-0915-2844-013	LLEWELLYNN DANIELS	306 S WASHINGTON ST WATERTOWN, WI 53094	1522 CENTER ST	PT OF LOTS 3 & 4 BLK 14 SCHNASSE & BONNER'S ADD COM INT S LN SD LOT 4 & W LN CENTER ST TH S 87DEG 20MIN W ALG S LN SD LOT 4 170.04 FT TH N 4DEG 33MIN 10SEC W 200 FT TH N 87DEG 20MIN E 170.04 FT TH S 4DEG 33MIN 10SEC E ALG W LN CENTER ST 200 FT TO POB EX 0.08 AC HWY DESC IN V515 P714
016-0915-2844-014	EDWIN NILSEN TRUST MARY J NILSEN TRUST	1519 PROSPECT ST WATERTOWN, WI 53094	1519 PROSPECT ST	PT LOT 5 BLK 14 SCHNASSE & BONNER'S ADD BEG SW COR TH N TO NW COR TH E ALG N LOT LN 160.01 FT TH SLY TO A PT ON S LOT LN 164.9 FT E OF BEG TH W TO POB (PART OF HOUSE IS LOCATED IN THE CITY OF WATERTOWN AND THE BALANCE OF THE HOUSE IS LOCATED IN THE TOWN OF EMMET)
016-0915-2844-015	WILLIAM F TESSMANN LE RAYMOND H TESSMANN 1/3 INT ROXANNE R BRUNK 1/3 INT ROBERT W TESSMANN 1/3 INT	1518 CENTER ST WATERTOWN, WI 53098	1518 CENTER ST	PT LOT 5 BLK 14 SCHNASSE & BONNER'S ADD COM SE COR LOT 5 TH S 87DEG 20MIN W 192.16 FT TH N 6DEG 38MIN W 105.82 FT TH N 87DEG 20MIN E 197.05 FT TH S 3DEG 59MIN E 105.60 FT TO POB EX 0.02 ACRE HWY DESC IN V516 P464 (REMAINDER OF PARCEL LOCATED IN THE CITY OF WATERTOWN)
016-0915-2844-017	DEBRA J EBERT	1527 BOULDER RD WATERTOWN, WI 53098	1527 BOULDER RD	CSM 2501 IN ERROR PARC 1 OF CSM V4 P100 BEING PT SE1/4 SE1/4 SEC 28 ALSO THAT PT LOT 1 CSM 2501 IN V15 P149 AS DESC IN DOC# 1054548
016-0915-2844-018	WARREN J HALBRADER SHEILA D HALBRADER	1537 BOULDER RD WATERTOWN, WI 53098	1537 BOULDER RD	PT SE1/4 SE1/4 SEC 28 COM SE COR SD SEC TH N 219.50 FT TH S 79DEG 56MIN W 173.21 FT TO POB TH S 79DEG 56MIN W 90 FT TH N 11DEG W 55 FT TH N 41 DEG 41MIN E 96.49 FT TH N 85 DEG 53MIN E 30.71 FT TH S 9 DEG 51MIN E 73.56 FT TH S
016-0915-2844-019	ZACH GENSCH LYNSEY BIEFELD	127 E OAK ST JUNEAU, WI 53039	1545 BOULDER RD	PT SE1/4 SE1/4 SEC 28 COM 270.34 FT N OF SE COR TH CONT N 29.13 FT TH N 64DEG 13MIN W 29.75 FT TH S 85DEG 53MIN W 120.54 FT TH S 11DEG E 57.21 FT TH N 80DEG 31MIN E 137.99 FT TO POB
016-0915-2844-020	JESSICA J WORTMAN CRAIG M. WORTMAN	1549 BOULDER RD WATERTOWN, WI 53098	1549 BOULDER RD	PT SE1/4 SE1/4 SEC 28 BEG 219.5 FT N OF SE COR TH S 79DEG 56MIN W 173.21 FT TH N 9DEG 51MIN W 38 FT TH N 79DEG 56MIN E 15 FT TH N 9DEG 51MIN W 73.56 FT TH N 85DEG 53MIN E 27.91 FT TH S 11DEG E 57.21 FT TH N 80DEG 31MIN E 137.99 FT TH S 50.84 FT TO POB
016-0915-2844-021	JESSICA J WORTMAN CRAIG M. WORTMAN	1549 BOULDER RD WATERTOWN, WI 53098		CSM IN ERROR LOT 2 CSM 2501 IN V15 P149 BEING PT SE1/4 SE1/4 SEC 28

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PARCEL NO.	OWNER	MAILING ADDRESS	PROPERTY ADDRESS	LEGAL DESCRIPTION (FROM TAX BILL)
016-0915-2911-000	J&S PROPERTIES LLC	W6911 SILVER CREEK RD WATERTOWN, WI 53098	N886 COUNTY ROAD L	PT NE1/4 NE1/4 SEC 29 COM NE COR SD SEC TH S 88DEG 30MIN W 1125.6 FT TO POB TH S 4DEG E 400 FT TH S 88DEG 30MIN W 230 FT TH N 4DEG W 400 FT TH N 88DEG 30MIN E 230 FT TO POB EX PARC DESC IN V329 P542 EX 0.39 AC HWY DESC IN V593 P201
016-0915-2911-001	DIVERSIFIED UNLIMITED LLC	W6911 SILVER CREEK RD WATERTOWN, WI 53098	N876 COUNTY ROAD L	PT NE1/4 NE1/4 SEC 29 COM NE COR SD SEC TH S 88DEG 30MIN W 1125.6 FT TH S 4DEG E 300 FT TO POB TH S 4DEG E 150 FT TH S 88DEG 30MIN W 230 FT TO CL USH 16 TH N 4DEG W ALG SD CL 150 FT TH N 88DEG 30MIN E 230 FT TO POB EX 0.15 ACRE HWY DESC IN V589 P29
016-0915-2911-002	J&S PROPERTIES LLC	W6911 SILVER CREEK RD WATERTOWN, WI 53099	W6911 SILVER CREEK RD	LOT 1 & PT OF LOT 2 CSM 2352 IN V14 P294 AS DESC IN DOC# 1190545
016-0915-2911-003	DIVERSIFIED UNLIMITED LLC	W6911 SILVER CREEK RD WATERTOWN, WI 53100	N864 COUNTY ROAD L	CSM 96 IN V5 P137 BEING PT NE1/4 NE1/4 SEC 29 EX 0.51 AC HWY DESC IN V592 P633
016-0915-2911-004	RUSSEL C CLYDE 1/4 INT JT GAYE-LYNN CLYDE 1/4 INT JT DOUGLAS A SMITH 1/4 INT HW JEAN A SMITH 1/4 INT HW RONALD J FISH 1/4 INT HW	W360S2691 SCUPPERNONG DR DOUSMAN, WI 53118		LOT 2 OF CSM 2352 V14 P294 BEING PT NW1/4 NW1/4 SEC 28 & PT NE1/4 NE1/4 SEC 29 EX COM NWLY COR LOT 2 TH S 6DEG 40MIN E 285 FT TH N 88DEG 16 MIN 08SEC E 80.30 FT TH N 6 DEG 40MIN W 285 FT TH S 88 DEG 16MIN 08SEC W 80.30 FT TO POB
016-0915-2912-000	SILVER CREEK PROPERTIES LLC	PO BOX 414 WATERTOWN, WI 53094		PARC 1 AS DESC IN V1088 P828 BEING PT N1/2 OF NW1/4 NE1/4 SEC 29 ALSO THAT PT PARC 2 AS DESC IN SD V1088 P828 LYG IN SD 1/4 1/4 EX HWY DESC IN DOC# 1118382
016-0915-2912-001	ROBERT J. WEISSMANN HATTIE E. WEISSMANN	N805 COUNTY ROAD L WATERTOWN, WI 53098	N805 COUNTY ROAD L	S1/2 OF NW1/4 NE1/4 SEC 29 EX E 225 FT OF N 510 FT EX 0.16 AC HWY DESC IN V585 P348
016-0915-2912-002	THOMAS W KREUZIGER	W3112 RANCH RD WATERTOWN, WI 53094	N819 COUNTY ROAD L	PT S1/2 OF NW1/4 NE1/4 SEC 29 COM INT N LN SD SEC & CL USH 16 TH S 4DEG E ALG SD CL 1042.5 FT TO POB TH S 86DEG 36MIN W 225 FT TH S 4DEG E 127.5 FT TH N 86DEG 36MIN E 225 FT TO SD CL TH N 4DEG W ALG SD CL 127.5 FT TO POB
016-0915-2912-003	DONALD E GRULKE ARLENE J GRULKE BRIAN GRULKE DEBRA HUNDT RENEE MESSERSCHMIDT RHONDA RITSCHKE	N829 COUNTY ROAD L WATERTOWN, WI 53098	N829 COUNTY ROAD L	PT S1/2 OF NW1/4 NE1/4 SEC 29 COM AT INTR N LN SD SEC & CL USH 16 TH S 4DEG E ALG SD CL 915 FT TO POB TH S 86DEG 36MIN W 225 FT TH S 4DEG E 127.5 FT TH N 86DEG 36MIN E 225 FT TO CL USH 16 TH N 4DEG W ALG SD CL 127.5 FT TO POB EX 0.14 ACRE HWY DESC IN V585 P358
016-0915-2912-004	TODD A BRENNECKE KATHRYN L BRENNECKE	N839 COUNTY ROAD L WATERTOWN, WI 53098	N839 COUNTY ROAD L	PT NW1/4 NE1/4 SEC 29 COM NE COR SD SEC TH S 88DEG 30MIN W 1355.6 FT TH S 4DEG E 660 FT TO POB TH S 86DEG 36MIN W 225 FT TH S 4DEG E 255 FT TH N 86DEG 36MIN E 225 FT TH N 4DEG W 255 FT TO POB EX 0.26 ACRE HWY DESC IN V589 P383
016-0915-2912-005	HARVEY A ZIEMER JEAN ZIEMER	W7018 PROVIMI RD WATERTOWN, WI 53098		THAT PT PARC DESC IN V551 P276 LYG IN NW1/4 NE1/4 SEC 29 EX HWY DESC IN DOC# 1132520
016-0915-2913-000	HARVEY A ZIEMER JEAN ZIEMER	W7018 PROVIMI RD WATERTOWN, WI 53099	W7018 PROVIMI RD	SW1/4 NE1/4 SEC 29 EX PARC IN V197 P325 & V310 P494 EX HWY DESC IN V312 P223 EX HWY DESC IN DOC# 1132520
016-0915-2914-000	ARTHUR P MELCHER KAREN L MELCHER	N778 KADDATZ DR WATERTOWN, WI 53098		PT E1/2 NE1/4 SEC 29 BEING PARC 2 OF CSM V2 P126 EX CSM V3 P178 EX CSM V3 P228 EX THAT PT OF CSM V5 P137 LYG IN SD PARC 2 OF CSM V2 P126 EX 0.12 AC HWY DESC IN V585 P351

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016-0915-2914-001	BRIAN R SCHMIDT CINDY L SCHMIDT	N714 KADDATZ DR WATERTOWN, WI 53098	N714 KADDATZ DR	PARC DESC IN CSM V2 P125 BEING PT SE1/4 NE1/4 SEC 29
016-0915-2914-002	DOROTHY I BROOKS	N728 KADDATZ DR WATERTOWN, WI 53098	N728 KADDATZ DR	CSM V3 P178 BEING PT SE1/4 NE1/4 SEC 29
016-0915-2914-003	ARTHUR P MELCHER KAREN L MELCHER	N778 KADDATZ DR WATERTOWN, WI 53098	N778 KADDATZ DR	CSM V3 P228 BEING PT SE1/4 NE1/4 SEC 29 EX 0.04 AC HWY DESC IN V585 P351
016-0915-2914-004	DAWN M DINICOLA	5066 HORIZON CT WEST BEND, WI 53095	N700 KADDATZ DR N702 KADDATZ DR	LOT 1 OF CSM 2390 IN V14 P362 BEING PT SE1/4 NE1/4 SEC 29
016-0915-2914-005	UNION PACIFIC RAILROAD COMPANY	1416 DODGE ST OMAHA, NE 68179		RR ROW IN SEC 29
016-0915-2921-001	BRADLEY J ZIEMER DENISE A ZIEMER	W7100 PROVIMI RD WATERTOWN, WI 53098	W7100 PROVIMI RD	LOT 1 CSM 4135 IN V25 P262 BEING PT NE1/4 NW1/4 & PT SE1/4 NW1/4 SEC 29
016-0915-2922-000	HARVEY A ZIEMER JEAN A ZIEMER	W7018 PROVIMI RD WATERTOWN, WI 53098		NW1/4 NW1/4 SEC 29 EX HWY DESC IN DOC# 1132520 (SD EX INCLUDING THAT PT SD NW1/4 NW1/4 BEING PARC 08 LANDLOCKED - 2)
016-0915-2922-001	STATE OF WISCONSIN DOT	2101 WRIGHT ST MADISON, WI 53704-2583		THAT PT PARC DESC IN DOC# 1132520 LYG IN NW1/4 NW1/4 SEC 29 BEING PARC 08 LANDLOCKED - 2
016-0915-2923-002	RUBY RODES 1/3 INT LOIS M LANCE TRUST 1/3 INT HARVEY ZIEMER 1/3 INT	W7018 PROVIMI RD WATERTOWN, WI 53098		E1/2 OF SW1/4 NW1/4 SEC 29 EX S 178 FT OF E 245 FT OF W 1145.35 FT SD 1/4 1/4 EX HWY DESC IN DOC# 1132521
016-0915-2924-001	RUBY RODES 1/3 INT LOIS M LANCE TRUST 1/3 INT HARVEY ZIEMER 1/3 INT	W7018 PROVIMI RD WATERTOWN, WI 53098		E1/2 NW1/4 SEC 29 EX CSM 4135 IN V25 P262 EX HWY DESC IN DOC# 1132521
016-0915-2931-001	WFC INDUSTRIES LLC	N20 W29316 OAKTON RD PEWAUKEE, WI 53072	PROVIMI RD	W1/2 OF NE1/4 SW1/4 SEC 29 EX HWY DESC IN DOC# 1123193 EX THAT PT LYG SLY OF SD HWY
016-0915-2931-002	STATE OF WISCONSIN DOT	2101 WRIGHT ST MADISON, WI 53704-2583	PROVIMI RD	THAT PT NE1/4 SW1/4 SEC 29 BEING UNPLATTED LANDS DESC IN DOC# 1123193
016-0915-2932-000	WFC INDUSTRIES LLC	2101 WRIGHT ST MADISON, WI 53704-2583		THAT PT NW1/4 SW1/4 SEC 29 DESC IN DOC# 1123192 (PARC 3 REMNANT 2 ON PAGE 31) CORRECTED IN DOC# 1124929
016-0915-2932-002	STATE OF WISCONSIN DOT	2102 WRIGHT ST MADISON, WI 53704-2583		THAT PT PARC DESC IN DOC# 1132520 LYG IN NW1/4 SW1/4 SEC 29 BEING PARC 08 LANDLOCKED - 1
016-0915-2933-000	WFC INDUSTRIES LLC	2101 WRIGHT ST MADISON, WI 53704-2583		SW1/4 SW1/4 SEC 29 EX PARC 9 OF TPP 1390-04-24-4.03 IN CABC P13
016-0915-2934-000	WFC INDUSTRIES LLC	N20 W29316 OAKTON RD PEWAUKEE, WI 53072	W7101 PROVIMI RD	E1/2 SW1/4 SEC 29 EX HWY DESC IN DOC# 1123193 EX THAT PT LYG N OF SD HWY
016-0915-2941-000	STATE OF WISCONSIN DOT	2101 WRIGHT ST MADISON, WI 53704-2583	N627 STATE ROAD 26	THAT PT OF PARCEL 37 OF TPP 1390-04-24-4.11 IN CABC P20 (SHOWN AS LANDLOCKED) NOT PT OF ROW BEING PT OF PARC 2 OF CSM IN V3 P95 BEING PT NE1/4 SE1/4 & PT SE1/4 SE1/4 SEC 29
016-0915-2941-001	DAVID J SCHMIED	W1324 CEDAR DR IXONIA, WI 53036-9447	N698 KADDATZ DR	PT NE1/4 SE1/4 SEC 29 AS DESC IN V629 P286

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016-0915-2943-000	WAYNE SMITH RUSSELL SMITH MARVIN SMITH	W7449 COUNTY ROAD Q WATERTOWN, WI 53098		ALL THAT PT OF SE1/4 SEC 29 LYG W OF STH 26 EX THAT PT FOR FOR HWY (DESC IN V310 P173) EX CSM IN V3 P95 EX HWY DESC IN DOC# 1118280 EX HWY DESC IN DOC# 1121173
016-0915-3011-001	ALLEN W SHOUP MARILYN SHOUP	N896 WELSH RD WATERTOWN	N896 WELSH RD	LOT 1 CSM 4228 IN V26 P194 BEING PT NE1/4 NE1/4 SEC 30 EX HWY DESC IN DOC# 1116190
016-0915-3011-003	HAROLD C MUNDT LORNA R MUNDT	N876 WELSH RD WATERTOWN, WI 53098	N876 WELSH RD	LOTS 2 & 3 CSM 4228 IN V26 P194 BEING PT NE1/4 NE1/4 SEC 30 EX HWY DESC IN DOC# 1119689
016-0915-3011-004	RICK R MUSE ROSEMARY MUSE	N858 WELSH RD WATERTOWN, WI 53098	N858 WELSH RD	LOT 4 CSM 4228 IN V26 P194 BEING PT NE1/4 NE1/4 SEC 30
016-0915-3011-005	HARVEY ZIEMER JEAN ZIEMER	W7018 PROVIMI RD WATERTOWN, WI 53098		NE1/4 NE1/4 SEC 30 EX CSM 4228 IN V26 P194 EX HWY DESC IN V1331 P1 EX HWY DESC IN DOC# 1132520
016-0915-3012-000	L & N M ENTERPRISES LLC	N68 W35460 COUNTY ROAD K OCONOMOWOC, WI 53066		NW1/4 NE1/4 SEC 30 EX CSM 4403 IN V28 P1 EX CSM 5392 IN V35 P189
016-0915-3012-001	STEVEN M LUECK KAREY M LUECK	N835 WELSH RD WATERTOWN, WI 53098	N835 WELSH RD	LOT 1 CSM 4403 IN V28 P1 BEING PT NW1/4 NE1/4 SEC 30
016-0915-3012-002	GERALD L COUGHLIN TRUST BONNIE R COUGHLIN TRUST	GERALD L COUGHLIN BONNIE WELSH RD R COUGHLIN N919 WELSH RD WATERTOWN, WI 53098		LOT 1 CSM 5392 IN V35 P189 BEING PT NW1/4 NE1/4 SEC 30
016-0915-3012-003	GERALD L COUGHLIN TRUST BONNIE R COUGHLIN TRUST	GERALD L COUGHLIN BONNIE WELSH RD R COUGHLIN N919 WELSH RD WATERTOWN, WI 53098		LOT 2 CSM 5392 IN V35 P189 BEING PT NW1/4 NE1/4 SEC 30
016-0915-3012-004	GERALD L COUGHLIN TRUST BONNIE R COUGHLIN TRUST	GERALD L COUGHLIN BONNIE WELSH RD R COUGHLIN N919 WELSH RD WATERTOWN, WI 53098		LOT 3 CSM 5392 IN V35 P189 BEING PT NW1/4 NE1/4 SEC 30
016-0915-3013-000	L & N M ENTERPRISES LLC	N68 W35460 COUNTY ROAD K OCONOMOWOC, WI 53066		SW1/4 NE1/4 SEC 30 EX CSM IN V3 P279 (NOW AS DESC IN DOC# 1004701) EX PARC DESC IN DOC# 1004702
016-0915-3013-001	PATRICK KINNEY CHERYL KINNEY	W7376 PROVIMI RD WATERTOWN, WI 53098	W7376 PROVIMI RD	PARC DESC IN CSM V3 P279 (NOW DESC IN DOC# 1004701) BEING PT SW1/4 NE1/4 SEC 30 ALSO THAT PT SD 1/4 1/4 AS DESC IN DOC# 1004702
016-0915-3014-000	HARVEY ZIEMER JEAN ZIEMER	W7018 PROVIMI RD WATERTOWN, WI 53098	PROVIMI RD	W1/2 OF SW1/4 NW1/4 SEC 29 & ALL OF SE1/4 NE1/4 SEC 30 EX HWY DESC IN V1331 P1 EX CSM 5257 IN V34 P160 EX HWY DESC IN DOC# 1132520
016-0915-3014-001	JEFFREY SPENDE PAULA SPENDE	W7324 PROVIMI RD WATERTOWN, WI 53098	W7324 PROVIMI RD	LOT 1 CSM 5257 IN V34 P160 BEING PT SE1/4 NE1/4 SEC 30
016-0915-3021-000	THOMAS W NICKELS LC PENNI L NICKELS LC RAYMOND W NICKELS VENDOR ERLA M NICKELS VENDOR	W7478 PROVIMI RD WATERTOWN, WI 53098		NE1/4 NW1/4 SEC 30
016-0915-3022-000	PETER E MCFARLAND CYNTHIA L MCFARLAND	N302 COUNTY ROAD K WATERTOWN, WI 53098		W1/2 OF FRAC NW1/4 SEC 30 LYG NELY OF RR ROW
016-0915-3022-001	SOO LINE RAILROAD COMPANY	PO BOX 530 MINNEAPOLIS, MN 55440		RR ROW IN SEC 30
016-0915-3023-000	PETER E MCFARLAND CYNTHIA L MCFARLAND	N302 COUNTY ROAD K WATERTOWN, WI 53098		W1/2 OF FRAC NW1/4 SEC 30 LYG SWLY OF RR ROW
016-0915-3024-000	THOMAS W NICKELS LC PENNI L NICKELS LC RAYMOND W NICKELS VENDOR ERLA M NICKELS VENDOR	THOMAS W NICKELS PENNI L NICKELS W7478 PROVIMI RD WATERTOWN, WI 53098	W7478 PROVIMI RD	SE1/4 NW1/4 SEC 30 EX RR ROW EX V230 P389 EX V297 P596

LAND USE RESTRICTIONS IN THE INTERGOVERNMENTAL COOPERATIVE PLAN UNDER WISCONSIN STATUTE SECTION 66.0307
BETWEEN THE CITY OF WATERTOWN AND THE TOWN OF EMMET

ALL LANDS BEING PART OF SECTIONS 19, 20, 21, 27, 28, 29, 30 AND 31 IN TOWN 9 NORTH, RANGE 15 EAST, DODGE COUNTY, STATE OF WISCONSIN

PARCEL NO.	OWNER	MAILING ADDRESS	PROPERTY ADDRESS	LEGAL DESCRIPTION (FROM TAX BILL)
016-0915-3031-000	KENNETH C STEELE	KENNETH C STEELE %DOROTHY STEELE POA 2224 HILLINGTON GREEN MADISON, WI 53726		THAT PT OF NE1/4 SW1/4 SEC 30 LYG SWLY OF RR ROW EX CSM 1010 IN V8 P108
016-0915-3031-001	UNITED COOPERATIVE	N7160 RACEWAY RD BEAVER DAM, WI 53916	W7467 PROVIMI RD WATERTOWN	THAT PT OF NE1/4 SW1/4 SEC 30 LYG NELY OF ROW C,M & ST P RR CO EX PARC DESC IN V230 P390
016-0915-3031-002	STRAUSS FEEDS LLC	STRAUSS FEEDS LLC %STRAUSS VEAL PO BOX 149 N MANCHESTER, IN 46962-0149	W7507 PROVIMI RD	PARC DESC IN CSM 1824 IN V12 P81 BEING PT NE1/4 SW1/4 SEC 30
016-0915-3032-000	RANDY F KUEHL BRENDA M KUEHL	W7583 PROVIMI RD WATERTOWN, WI 53098	W7583 PROVIMI RD	LOT 2 CSM 4406 IN V28 P8 BEING PT NW1/4 SW1/4 SEC 30
016-0915-3032-001	RUSSELL G LOEFFLER TRUST MARIE G LOEFFLER TRUST	613 AUTUMN CREST DR WATERTOWN, WI 53094		LOT 1 CSM 4406 IN V28 P8 BEING PT NW1/4 SW1/4 SEC 30
016-0915-3033-000	KENNETH C STEELE	KENNETH C STEELE %DOROTHY STEELE POA 2224 HILLINGTON GREEN MADISON, WI 53726		FRAC SW1/4 SW1/4 SEC 30
016-0915-3034-000	KENNETH C STEELE	KENNETH C STEELE %DOROTHY STEELE POA 2224 HILLINGTON GREEN MADISON, WI 53726		SE1/4 SW1/4 SEC 30
016-0915-3041-000	HARVEY ZIEMER JEAN ZIEMER	W7018 PROVIMI RD WATERTOWN, WI 53098		W1/2 OF NW1/4 SW1/4 SEC 29 & N1/2 OF NE1/4 SE1/4 SEC 30 EX HWY DESC IN DOC# 1132520 (SD EX INCLUDING THAT PT SD NW1/4 SW1/4 BEING PARC 08 LANDLOCKED - 1)
016-0915-3041-001	L & N M ENTERPRISES LLC	N68 W35460 COUNTY ROAD K OCONOMOWOC, WI 53066		N1/2 OF S1/2 OF NE1/4 SE1/4 SEC 30 EX HWY DESC IN DOC# 1123192 (CORRECTED IN DOC# 1124929)
016-0915-3041-002	THOMAS W NICKELS LC PENNI L NICKELS LC RAYMOND W NICKELS VENDOR ERLA M NICKELS VENDOR	THOMAS W NICKELS PENNI L NICKELS W7478 PROVIMI RD WATERTOWN, WI 53098		S1/4 OF NE1/4 SE1/4 SEC 30 EX HWY DESC IN DOC# 1126741
016-0915-3042-000	L & N M ENTERPRISES LLC	N68 W35460 COUNTY ROAD K OCONOMOWOC, WI 53066		THAT PT OF NW1/4 SE1/4 & SW1/4 SE1/4 SEC 30 LYG N OF RR ROW EX CSM 538 IN V6 P361 EX HWY DESC IN DOC# 1123192 (CORRECTED IN DOC# 1124929) EX THAT PT LYG SELY OF SD HWY
016-0915-3042-001	L & N M ENTERPRISES LLC	N68 W35460 COUNTY ROAD K OCONOMOWOC, WI 53066	W7375 PROVIMI RD	LOT 1 CSM 538 IN V6 P361 BEING PT NW1/4 SE1/4 SEC 30
016-0915-3043-000	L & N M ENTERPRISES LLC	N68 W35460 COUNTY ROAD K OCONOMOWOC, WI 53066		THAT PT OF NW1/4 SE1/4 & SW1/4 SE1/4 SEC 30 LYG S OF RR ROW EX S 12 AC EX HWY DESC IN DOC# 1123192 (CORRECTED IN DOC# 1124929) EX THAT PT LYG SELY OF SD HWY

LAND USE RESTRICTIONS IN THE INTERGOVERNMENTAL COOPERATIVE PLAN UNDER WISCONSIN STATUTE SECTION 66.0307
BETWEEN THE CITY OF WATERTOWN AND THE TOWN OF EMMET

ALL LANDS BEING PART OF SECTIONS 19, 20, 21, 27, 28, 29, 30 AND 31 IN TOWN 9 NORTH, RANGE 15 EAST, DODGE COUNTY, STATE OF WISCONSIN

PARCEL NO.	OWNER	MAILING ADDRESS	PROPERTY ADDRESS	LEGAL DESCRIPTION (FROM TAX BILL)
016-0915-3044-000	L & N M ENTERPRISES LLC	N68 W35460 COUNTY ROAD K OCONOMOWOC, WI 53066		SE1/4 SE1/4 SEC 30 EX HWY DESC IN DOC# 1123192 EX THAT PT LYG SELY OF SD HWY AS DESC IN SD DOC# 1123192 (BEING PARC 3 REMNANT 1 ON PAGE 30) ALSO SW1/4 SE1/4 SEC 30 EX S 12 AC W OF RR ROW ALSO EX RR ROW EX SD HWY DESC IN DOC# 1123192 EX THAT PT LYG NWLY OF SD HWY (SD DOC# 1123192 CORRECTED IN DOC# 1124929)
016-0915-3044-002	WFC INDUSTRIES LLC	2101 WRIGHT ST MADISON, WI 53704-2583		THAT PT SE1/4 SE1/4 SEC 30 BEING UNPLATTED LANDS AS DESC IN DOC# 1123192 (PARC 3 REMNANT 1 ON PAGE 30) CORRECTED IN DOC# 1124929
016-0915-3111-000	SOO LINE RAILROAD CO	PO BOX 530 MINNEAPOLIS, MN 55440		RR ROW IN SEC 31
016-0915-3111-001	WISCONSIN ELECTRIC POWER COMPANY	231 W MICHIGAN ST PO BOX 2046 MILWAUKEE, WI 53200		WLY 60 FT OF THAT PT OF LOT 22 SNELL'S ADDITION ADJ TO NELY LN OF RR ROW
016-0915-3122-000	KENNETH C STEELE %DOROTHY STEELE POA	2224 HILLINGTON GREEN MADISON, WI 53726		N 1765.5 FT OF W 990 FT OF FRAC NW1/4 SEC 31
016-0915-3131-000	PETER E MCFARLAND CYNTHIA L MCFARLAND	N302 COUNTY ROAD K WATERTOWN, WI 53098		ALL THAT PT OF W1/2 OF SEC 31 DESC AS FOLLOWS COM S1/4 COR TH N 78 FT TH W 869.5 FT TO POB TH N 3439 FT TH W 500 FT TH S 3439 FT TH E 500 FT TO POB EX HWY DESC IN DOC# 1134219
016-0915-3132-000	PETER E MCFARLAND CYNTHIA L MCFARLAND	N302 COUNTY ROAD K WATERTOWN, WI 53098		PT FRAC SW1/4 NW1/4 & PT FRAC NW1/4 SW1/4 SEC 31 DESC AS COM 1320 FT N OF SW COR SD SEC TH N 2194.5 FT TH E 891 FT TH S 2194.5 FT TH W 891 FT TO POB
016-0915-3133-000	PETER E MCFARLAND CYNTHIA L MCFARLAND HELEN M NOON TRUST JOHN M NOON TRUST	N302 COUNTY ROAD K WATERTOWN, WI 53098		PT FRAC SW1/4 SEC 31 COM SW COR SD SEC 31 TH N ON W LN SD SEC 1320 FT TH E PARA TO S LN SD SEC 891 FT TH S PARA TO W LN SD SEC 1320 FT TO S LN SD SEC TH W 891 FT ALG SD S LN TO POB EX 1.47 AC HWY DESC IN V382 P488
016-0915-3144-000	BRIAN R ZASTROW ELIZABETH A ZASTROW	N160 WELSH RD WATERTOWN, WI 53098	N160 WELSH RD	W 396 FT OF LOT 5 SNELL'S 1ST ADD EX THAT PT LOT 2 CSM 864 IN V7 P359 LYG IN SD W 396 FT AS DESC IN V942 P396
016-0915-3144-001	DOUGLAS O RUPNOW SHERYL A RUPNOW	N164 WELSH RD WATERTOWN, WI 53098	N164 WELSH RD	PARC DESC IN CSM V3 P105 BEING PT LOT 6 SNELL'S ADD
016-0915-3144-002	THOMAS R KOHN LORRAINE M KOHN	N178 WELSH RD WATERTOWN, WI 53098	N178 WELSH RD	CSM V2 P195 BEING PT LOTS 7 & 8 SNELL'S ADD
016-0915-3144-003	MICHAEL C ROTHSCHADL MARY J ROTHSCHADL	N184 WELSH RD WATERTOWN, WI 53098	N184 WELSH RD	LOT 1 OF CSM 864 IN V7 P359 BEING PT LOT 8 SNELL'S ADD

PARCEL NUMBERS ARE ALWAYS SUBJECT TO CHANGE

IN THE EVENT THE BOUNDARY LINES AS SHOWN ON THE MAP DO NOT MATCH THE LEGAL DESCRIPTION AS LISTED IN EXHIBIT "A", THE BOUNDARY LINES AS SHOWN ON THE APPROVED MAP ARE THE CONTROLLING DOCUMENT

**INTERGOVERNMENTAL COOPERATIVE PLAN
UNDER WISCONSIN STATUTE SECTION 66.0307
BETWEEN THE CITY OF WATERTOWN AND THE
TOWN OF EMMET**

Effective Date: September 29, 2014

106

**INTERGOVERNMENTAL COOPERATIVE PLAN
UNDER WISCONSIN STATUTE SECTION 66.0307
BETWEEN THE CITY OF WATERTOWN AND THE TOWN OF EMMET**

The CITY OF WATERTOWN, a Wisconsin Municipal Corporation, located in Dodge and Jefferson Counties, Wisconsin ("City") and the TOWN OF EMMET, a Wisconsin Township, located in Dodge County, Wisconsin ("Town") hereby enter into this Intergovernmental Cooperative Plan ("Plan"), subject to approval of the State Department of Administration, under the authority of Wisconsin Statute section 66.0307.

RECITALS

WHEREAS, Wisconsin Statute § 66.0307 authorizes municipalities to determine the boundary lines between themselves upon approval of a cooperative plan by the State Department of Administration; and

WHEREAS, the purpose of a cooperative plan is cited in Wisconsin Statute § 66.0307(3)(b), as follows:

(b) *Purpose of plan.* The cooperative plan shall be made with the general purpose of building and accomplishing a coordinated, adjusted and harmonious development of the territory covered by the plan which will, in accordance with existing and future needs, best promote public health, safety, morals, order, convenience, prosperity or the general welfare, as well as efficiency and economy in the process of development.

— and

WHEREAS, Wisconsin Statute §§ 66.0307(2)(a) through (d) requires that cooperative plans be organized around "options" for future boundary changes. These options, listed below, specify how boundary changes will occur over the "boundary plan" term:

- (a) That specified boundary line changes shall occur during the planning period and the approximate dates by which such changes shall occur.
- (b) That specified boundary line changes may occur during the planning period and the approximate dates by which the changes may occur.
- (c) That required boundary line change under par. (a) or an optional boundary line change under par. (b) shall be subject to the occurrence of conditions set forth in the Plan.
- (d) That the Plan is organized around Options (a) through (c), above; and

WHEREAS, on June 11, 2013, the City and Town entered into a Restated Intermunicipal Cooperation Agreement Between the City of Watertown and the Town of Emmet, under the authority of Wisconsin Statute § 66.0301 (attached hereto and marked as Exhibit "A"), to provide the basic foundation for this Plan, of which a copy of Exhibit "A" was recorded in the Office of the Register of Deeds for Dodge County, Wisconsin, on June 14, 2013, as Document No. 1198481; and

WHEREAS, the City and Town entered into the Restated Intermunicipal Cooperation Agreement for the purposes of establishing a long-term, stable boundary between the Town and the City, limiting the City's extraterritorial authority within the Protected Area, assuring orderly growth and development outside the Protected Area, protecting Town owners from annexations against their will, and facilitating attachment of lands in the Expansion Area at the will of the owners without threat of law suits; and

WHEREAS, this Plan is intended to further implement and carry out the intent stated in the Restated Intermunicipal Cooperation Agreement and to guide and accomplish a coordinated, well-planned, and harmonious development of the territory covered by the Plan;

WHEREAS, this Agreement does not adversely affect the exercise of Dodge County zoning, land subdivision review and general powers of Dodge County in areas of the Town which are not subject to this Agreement;

WHEREAS, this Plan was developed following a review of regional, County, and local plans and a joint public hearing on the Plan, noticed under Wisconsin Statute § 66.0307(4)(b), and from comments of the public received at the public hearing; and

WHEREAS, it is the intention of the parties that this Plan be a binding and enforceable contract;

WITNESSETH:

The City of Watertown and Town of Emmet enter into this Plan under authority of Wisconsin Statute § 66.0307, and petition the State of Wisconsin Department of Administration for approval, in accordance with statutory procedures and timeframes.

SECTION I. PARTICIPATING MUNICIPALITIES.

This Plan applies to the City of Watertown, located in Jefferson and Dodge Counties, Wisconsin and the Town of Emmet, located in Dodge County, Wisconsin. The boundary between the City and the Town is shown on Exhibit "B".

SECTION II. CONTACT PERSONS.

The following persons and their successors are authorized to speak for their respective municipalities regarding this Agreement:

For the City of Watertown:

Mayor John David
City Hall
106 Jones Street

Watertown, WI 53094
Phone: (920) 262-4000
Fax: (920) 262-4016

For the Town of Emmet:

Mr. William Nass
Town Chairperson
Emmet Town Hall
N1690 State Road 26
Watertown, WI 53098
Phone: (920) 261-1611
Fax: (920) 261-6143

SECTION III. TERRITORY SUBJECT TO THE PLAN.

3.01 Designation of "City Growth Area" and "Town Growth Area".

The territory subject to this Plan incorporates both "City Growth Area" and "Town Growth Area" designated by the Restated Intermunicipal Cooperation Agreement (Exhibit "A"), which is attached and incorporated by reference as a map of the affected "City Growth Area" and "Town Growth Area", marked Exhibit "B". The purpose of Exhibit "B" is to delineate the "City Growth Area" and Town Growth Area (hereinafter "City Growth Area" or "Town Growth Area"). For the purposes of this Agreement, the "City Growth Area" within the Town consists of the territory identified on Exhibit "B" as Roman Numeral I. Furthermore, there are four present "Boundary Adjustment Areas" within the "City Growth Area", identified as Areas "1", "2", "3", "4" on the aerial, photographic identified on Exhibit "C". For the purposes of this Agreement the Town Growth Area consists of the territory identified on Exhibit "B" as Roman Numeral II, which consists of the remainder of the Town of Emmet located outside of the "City Growth Area". This Agreement designates territories in the Town described as either "City Growth Area" or "Town Growth Area."

3.02 Description of the Boundary Adjustment Areas in the "City Growth Area".

The territory subject to this Plan specifically includes, but is not limited to, the following Boundary Adjustment Areas:

- (a) **Welsh Road Area.** The Welsh Road area more specifically defined as Area "1" in the map set forth in Exhibit "C", which is attached and incorporated by reference, shall be detached from the Town and attached to the City effective upon the expiration of three (3) years from the date of this Agreement.
- (b) **Brandt-Quirk Park Railroad Right-of-Way Area.** The Railroad Right-of-Way area running through a portion of Brandt-Quirk Park, more specifically defined as Area "2" in the map set forth in Exhibit "C", which is attached and incorporated by

109

reference, shall be detached from the Town and attached to the City effective upon the expiration of one (1) year from the date of this Agreement.

(c) **Highway 16 Railroad Right-of-Way Area.** The Railroad Right-of-Way area running south from Highway 16, parallel to Business Highway 26, more specifically defined as Area "3" in the map set forth in Exhibit "C", which is attached and incorporated by reference, shall be detached from the Town and attached to the City effective upon the expiration of one (1) year from the date of this Agreement.

(d) **Highway 16 Residential Area.** The residential area south of Highway 16 bounded by the current City Limits to the City, more specifically defined as Area "4" in the map set forth in Exhibit "C", which is attached and incorporated by reference, shall be detached from the Town and attached to the City effective upon the expiration of ten (10) years from the date of this Agreement, unless any residence(s) within the area described in Area "4" has a private wastewater treatment system that does not meet the then-current Dodge County Sanitary Code requirements, in which case the property with the failing private wastewater treatment system must attach to the City within twelve (12) months of the date when it is determined that the private wastewater treatment system fails to meet the code requirements.

(e) **State Highway 26-16 Corridor and County Highway "L" Corridor.** An agricultural and commercial area through which the State Highway 26-16 Corridor and County Highway "L" Corridor pass. The area is bounded by the current northerly city limits on the south and east boundaries, County Highway "Q" as a north boundary, and the west boundary of the Town as a west boundary. This area is not numbered nor specifically defined in the map, set forth in Exhibit "C", which is attached and incorporated by reference, but consists of the remainder of the "City Growth Area", set forth in Exhibit "C". No planned boundary adjustments or detachments relate to this area as of the effective date of this Agreement but are possible during the remaining term of this Agreement pursuant to the terms of this Agreement.

(f) **Future Town Islands.** In addition to the specific boundary adjustments described in (a) through (d), above; the parties will review the attachment of future town islands in the Area described in (e) above in the remainder of the "City Growth Area" taking into consideration the following factors:

- (i) Cost-effective, efficient and economical provision of municipal services to the annexed property surrounding the prospective town island.
- (ii) Size and location of proposed town island.
- (iii) Negative environmental impacts.
- (iv) Town land use compatibility with surrounding or adjacent City land uses.

There are no planned boundary adjustments or detachments relating to future town islands as of the effective date of this Agreement but such Adjustments are possible during the remaining term of this Agreement pursuant to the terms of this Agreement.

SECTION IV. ISSUES, PROBLEMS, OPPORTUNITIES.

The Plan will address issues and problems and create opportunities as noted in the subsections below:

4.01. Existing Character of the Territory (Town of Emmet).

The Town of Emmet has a population of 1,302 (2010 census) and is located in Dodge County, Wisconsin. Its territory is about 31.7 square miles.

The Town's land use is as follows:

- Agricultural—75%
- Residential— 5.5%
- Commercial— 1.5%
- Industrial—.8%
- Governmental land—.2%
- Roads— 1%
- Flood plain, conservancy, etc.—16%

Some of the major employers in the Town of Emmet are Spuncast Centrifugal; Bee Industries, Inc.; and Strauss Veal Feeds.

The transportation services infrastructure located in the Town of Emmet is served by State Trunk Highways 16 and 26 and several County Trunk Highways ("CW", "DJ", "E", "EM", "JM", "M", "MM", and "Q"). Interstate Highway 94 is located about ten miles south of the Town via STH 26.

Air service is provided by Watertown Municipal Airport, Milwaukee's General Mitchell International Airport, and Dodge County Regional Airport. Water transportation facilities are provided by the Port of Milwaukee and the Port of Kenosha. Rail service to the Town of Emmet is provided by the Union Pacific Railroad and Canadian Pacific Railroad Companies.

Fire protection for the Town is provided by the Watertown Fire Department and Town of Lebanon Fire Department. Police protection is provided by the Town of Emmet Police Department and the Dodge County Sheriff's Department.

Public school and college districts serving the Town and 5 miles around it are the Watertown Unified School District and Madison College Technical College District.

4.02. Existing Character of the Territory (City of Watertown).

The City of Watertown has a population of 23,861 (2010 census) and is located in Dodge and Jefferson Counties. The City of Watertown is located on the Rock River and has expanded to include an area of about 10 square miles. The primary growth of the area is residentially to the southwest and northwest, commercially to the northeast and south, and industrially to the southeast and west.

Nearby urban locations, their approximate populations and proximity to the City of Watertown include the following:

City	Distance* & Direction	Population**
Beaver Dam	26 miles northwest	16,214
Fond du Lac	50 miles north	43,021
Green Bay	111 miles northeast	104,057
Janesville	41 miles south	63,575
Madison	39 miles west	233,209
Milwaukee---	46 miles east	594,833
Chicago	128 miles southeast	2,695,598

* Distances are from the 2010 Official State Highway Map of Wisconsin where possible, others are estimated.

**Approximate populations are from the U.S. Census Bureau 2010.

Scattered around the City of Watertown are a variety of manufacturing and processing businesses. Some of the major employers in the Watertown area include Ad-Tech Industries, Alta Genetics USA, Bethesda Lutheran Home, Symbol Mattress Corp., Clasen Quality Coatings, Inc., Fisher-Barton Industries, Inc., Cutler Hammer/Eaton, Glory Industries, Emil's Frozen Pizza, Evald Moulding Co. Inc., Johnsonville Foods, Kusel Equipment, Maas Brothers Construction, Maranatha Baptist Bible College, Metal Tek/Wisconsin-Investcast, Multi Color Corp., Reiss Industries, Resource Recovery, S.I. Industries, Watertown Hops Company, Watertown UW-Hospital Regional Medical Center, Watertown Metal Products, and Wis-Pak, Inc.

The transportation services infrastructure located in the City of Watertown is serviced by State Trunk Highways 16, 19, 26, and several County Trunk Highways ("A", "CW", "E", "M", "R", "T", "X", and "Y"). Interstate Highway 94 is located about eight miles south of the City of Watertown via STH 26.

Air service is provided by Watertown Municipal Airport (located on the south side of the city), Milwaukee's General Mitchell International Airport (about 50 miles east) and Dane County Regional Airport (about 40 miles west). Water transportation facilities are provided by the Port of Milwaukee (about 50 miles east) and the Port of Kenosha (about 71 miles southeast).

Rail service to the City of Watertown is provided by the Union Pacific Railroad and Canadian Pacific Railroad Companies.

Recreational opportunities exist on the Rock River, Watertown Aquatic Center, Watertown City Parks, including a state-of-the-art baseball complex, Watertown Country Club, Windwood Golf Course, and a variety of other private recreational activities. Fire protection is provided by the Watertown Fire Department. Police protection is provided by the Watertown Police Department, the Dodge County Sheriff's Department and the Jefferson County Sheriff's Department.

Public school and college districts serving the City and 5 miles around it are the Watertown Unified School District and ten parochial elementary schools, as well Maranatha Academy and Luther Prep High Schools. For post-secondary educational opportunities there are located within the City Maranatha Baptist Bible College and Madison College Technical College District.

4.03. Response to Rapid Growth.

Growth pressure on the City and the Town continues at high levels. Unplanned growth will likely result in unanticipated burdens on public services for both the Town and City, especially in the "City Growth Area". The City and the Town wish to adopt policies designed to respond to these growth pressures in an attempt to manage the growth so that it proves to be a benefit to the community rather than a detriment.

4.04. Protection of Land, Water, and Air.

The Watertown-Emmet area contains rich land, water, and air resources. These assets have been a key component of the quality of life enjoyed by residents of the area. In planning to respond to growth, it is vital to assure that growth does not degrade the assets that have contributed to the quality of life of this area.

4.05. Maintenance of Positive Relationships Between the City and the Town.

The City and the Town have enjoyed a good relationship without the hostility present in many relationships between incorporated municipalities and adjacent towns. They share a common business and social community and desire to maintain and build those ties. The City and the Town believe that entering into this Agreement will create certainty as to the future relationship between the communities and avoid animosity which otherwise might diminish the good relationship they currently enjoy.

4.06. Assurance of Orderly and Economic Development of the City and the Town.

The purpose of this Agreement from the City's perspective is to promote a long-term, environmentally sound, cost-effective pattern of land division for future growth in the "City Growth Area" with the provision of the City sanitary sewer services and water supply services to these "City Growth Area" upon the attachment of lands from the "City Growth Area" of the Town into the City. This Agreement is intended to encourage compact and cost-effective development in the City's perimeter by strictly limiting development in the

“City Growth Area” prior to attachment of parcels in the “City Growth Area” into the City, eliminating current “town islands,” preventing rural sprawl in residential and nonresidential development not served by public water and sanitary sewer systems, and by preserving working farms prior to attachment of parcels in the “City Growth Area” into the City. A specific objective of this Agreement is for the parties to agree upon and adopt, as part of each jurisdiction's comprehensive plan, a similar set of policies for regulating land divisions within the “City Growth Area”.

The purpose of this Agreement from the Town's perspective is to retain its land division control over residential and commercial development in those territories of the Town, which are designated in this Agreement as the Town Growth Area, free and clear of the City's extraterritorial review and zoning powers, preventing urban sprawl in residential and commercial development into the area of the Town designated the Town Growth Area, and preserving working farms and sustainable, agricultural development patterns. A specific objective of this Agreement is for the parties to agree upon and adopt, as part of each jurisdiction's comprehensive plan, a similar set of policies for regulating land divisions within the Town Growth Area.

The Town acknowledges that it is the intent of the Agreement to recognize and confirm that the territory within the “City Growth Area” will eventually be attached to the City. The Town acknowledges that the City has a legitimate role in ensuring that areas within the “City Growth Area” are carefully planned and developed. It is anticipated that at some point in the future these lands will be attached to the City and attached to the City's public utility systems. It is reasonable, therefore, that the City should require that residential areas within the “City Growth Area” be developed in general accordance with the City's comprehensive plan, municipal ordinances, and subdivision design standards. The parties further acknowledge that haphazard or premature residential development in this area could prevent efficient use of the land resources and inhibit efficient and cost-effective delivery of urban services. Therefore, in order to accomplish the intended purposes of the Agreement, the Town agrees that any new residential development within the “City Growth Area” will incorporate standards for land divisions within the “City Growth Area” as set forth in this Agreement.

Due to the proximity of the State Trunk Highway 26 controlled-access bypass of the City and the presence of existing commercial or industrial development in the “City Growth Area” (unnumbered) abutting the former STH 26 (now known as CTH “L”), the Town realizes that its ability to provide adequate public services to this area without significant cost means that these existing and future businesses will have to seek detachment from the Town and attachment into the City to provide a higher level of water supply, sanitary sewerage disposal and sufficient water pressure for fire suppression. However, the Town wants to achieve some predictability in the pace of boundary adjustments that occur and wants to have the private property owners primarily dictate when and over what area such detachment from the Town and attachment into the City would be pursued. The City is interested in limiting the haphazard growth and development of commercial and industrial areas without adequate buffers between such businesses and the existing residences and farms. Therefore, the City wants to assure that there are distinct zoning districts to accommodate such residential, commercial and industrial developments in separated sectors

114

as to minimize conflicting land uses in close proximity to each other. This means that the City desires such development to proceed in general accordance with the City's comprehensive plan, municipal zoning and land division ordinances, and design standards. These considerations also apply to the efficient delivery of public utility services laid out in public road rights-of-way so as to maximize cost-effective and safe delivery systems for these utilities.

4.07. Establishment of a Mechanism for Joint Planning.

Both the City and the Town have completed their respective Comprehensive Plans that were developed in accordance with the State's "Smart Growth" statutes. Each of the Plans includes an Intergovernmental Cooperation element. With the Plans in place, greater emphasis can be applied to working jointly to resolve any potential land use conflicts or issues, and to promote efficient delivery of services to both the City and the Town.

This Plan provides for a mutually beneficial framework for joint discussion and planning; it will promote intergovernmental cooperation, planning, and problem solving for more efficient delivery of municipal services.

4.08. Protection of Property Rights.

Land use planning provides predictability and certainty to property owners. It serves as a guideline for the future use of property and future actions by elected officials and governing bodies. Planning enhances the ability of property owners to make decisions about investment, use, and maintenance of their land. The parties affirm in this Agreement that private property ownership is the economic foundation of the economy, and that all rights, decisions, and discretion not otherwise affected by land use plans must ultimately lie with property owners.

4.09. Establishment of Long-Term Boundaries Between the City and the Town.

Like many towns located next to incorporated municipalities, the Town might become involved in a number of future annexation disputes. Some of these disputes might involve the City, due to its extraterritorial zoning powers and extraterritorial land division review jurisdiction, and the disputes will absorb substantial amounts of the Town's fiscal resources. The final long-term boundary and recognized boundary adjustments sought by this Plan will recognize the legitimate need of the City to grow in an orderly manner and the equal need of the Town to secure with some degree of certainty a long-term, stable boundary with the City. The term and implementation phases of boundary adjustments under this Plan recognize and attempt to balance the competing desires of existing Town residential properties with the commercial development needs of other Town property owners.

4.10. Removal of Blighted Areas.

One of the key objectives of this Agreement is to eliminate blighted areas, to eliminate existing town islands, to bring into the City areas of more urbanized growth that lack sufficient public services (particularly sanitary sewer and water services), and correct irregular municipal

boundaries that pose long-term impediments to compact and efficient urban growth, which results in a parallel cost-effective and efficient delivery of public services.

SECTION V. TERM OF THE PLAN AND BOUNDARY ADJUSTMENT PERIOD.

The term of this Agreement shall commence on September 29, 2014 and shall expire on December 31, 2032. The basis for this nineteen-year term is that such time period is deemed by the City and the Town to be necessary to protect existing Town land owners from annexation of their properties into the City against their will and for the City to fully assimilate the territory in the “City Growth Area” in an orderly and cost effective manner.

In addition to the preceding term extension, the parties agree that the revenue sharing provisions of Section XII shall begin upon the effective date of this Agreement and continue until December 31, 2032. No breach or violation of any of the terms of this Agreement or the Restated Intermunicipal Cooperation Agreement (Exhibit “A”) shall operate to void or terminate or provide grounds for termination, it being the intent of the parties that any such breach or violation shall only be redressed, enjoined or otherwise remedied by specific performance.

The parties agree to review any issues regarding the need for other future boundary adjustments on the common boundary lines between the City and the Town in the “City Growth Area” at periodic intervals of at least every five (5) years after the date of this Agreement in order to facilitate the smooth and effective implementation of the goals and policies embodied in this Agreement. However, these review time intervals are suggestive only and not binding on either party to conduct mandatory periodic reviews of this Agreement. Nothing in this Agreement shall be construed to require the parties to detach, attach, or annex territory in response to the periodic reviews described above. All rights are reserved by each party.

SECTION VI. PROVISIONS FOR FOR BOUNDARY ADJUSTMENTS BETWEEN THE CITY AND THE TOWN.

6.01. Incorporation of the Restated Intermunicipal Cooperation Agreement.

This Cooperative Boundary Agreement hereby incorporates by reference all provisions of a Restated Intermunicipal Cooperation Agreement between the City of Watertown and the Town of Emmet. The parties recognize and acknowledge the right of both the City and the Town to prepare and adopt comprehensive plans and plan amendments that may include, among other matters, goals, objectives and policies to guide land division within their respective territories. The City adopted an Amended Comprehensive Plan on November 17, 2009, pursuant to Wis. Stats. § 66.1001, for the purpose of guiding its decisions regarding long-term growth and physical development of the City. Pursuant to Wis. Stats. § 60.61 and §66.1001, the Town has adopted a Comprehensive Plan on December 11, 2002, to guide decisions regarding long-term growth and physical development through 2025. The parties further agree that as their respective comprehensive plans relate to land divisions within the “City Growth Area”, such comprehensive plans and amendments thereto shall be consistent with this Agreement.

116

(a) The parties stipulate that the City's Amended Comprehensive Plan, as amended from time to time, shall take precedence in the "City Growth Area". The Town shall not take any action, direct or indirect, to oppose or interfere with the administration of the City's Amended Comprehensive Plan applicable to the "City Growth Area". In addition to the preceding, the Town agrees not to directly or indirectly purchase conservation easements nor shall the Town acquire any land for the purpose of precluding or delaying development in the "City Growth Area". The preceding provisions are not intended to interfere with the implementation of farmland preservation zoning and contracts as authorized by law.

(b) The parties stipulate that the Town's Comprehensive Plan, as amended from time to time, shall take precedence in the Town Growth Area. The City shall not take any action, direct or indirect, to oppose or interfere with the administration of the Town's Comprehensive Plan applicable to the Town Growth Area. In addition to the preceding, the City agrees not to directly or indirectly purchase conservation easements nor shall the City acquire any land for the purpose of precluding or delaying development in the Town Growth Area

6.02. Future Boundary Adjustments Between the City and Town.

Any lands for which the City receives a petition for boundary adjustment that are located within the "City Growth Area" may be detached from the Town and attached to the City in accordance with the procedures in Section VIII of this document, as amended from time to time. Boundary adjustments that satisfy the above requirements need not be contiguous and, further, may create town islands in the "City Growth Area". However, the parties acknowledge that unanimous petitions for boundary adjustments are to be encouraged. But, if a non-unanimous petition for boundary adjustment is required by the circumstances, the City agrees to take reasonable steps to minimize the extent of the attachment of land owned by non-consenting owners. These reasonable steps include, without limitation, the configuration of the boundary adjustment map so as to make maximum use of public rights-of-way and property lines. A configuration of a "balloon on a string" is acceptable and should be pursued when feasible. Notwithstanding anything to the contrary, the City shall not accept a petition for boundary adjustment from territory located in the "City Growth Area" if the petition is signed only by electors who are not also property owners. The City shall provide the Town an opportunity to review and comment on all proposed non-unanimous boundary adjustments prior to the City's adoption of the relevant boundary adjustment ordinance. Within the Town, no territory outside of the "City Growth Area" may be attached by the City during the term of this Agreement, except as allowed in Section 6.02(d) below.

(a) The Town shall not directly or indirectly oppose the detachment of land from the Town and attachment of land to the City located within the "City Growth Area". The Town also agrees not to financially support anyone who does oppose or seeks to contest detachment of lands from the Town and attachment of lands to the City of lands that are located exclusively within the "City Growth Area". If the Town is impeded in or made a party to any lawsuit or cause of action commenced by a party other than the City, the Town shall immediately stipulate that it does not oppose the contested boundary adjustment. The Town shall also cooperate with the City on the dismissal of

the Town as a party to the relevant lawsuit. Upon a request by the City, the Town shall provide a letter to the State of Wisconsin indicating that the proposed boundary adjustment within the "City Growth Area" is in compliance with this Agreement.

(b) If any territory outside the "City Growth Area" is annexed to the City in violation of this Agreement the City agrees, in accordance with the provisions of Wis. Stats. § 66.0217(14)(a), as amended, to reimburse the Town as liquidated damages and not as a penalty, an amount equivalent to the tax revenue lost to the Town as a result of such annexation, which is intended to reimburse the Town as liquidated damages and not as a penalty, an amount equivalent to the tax revenue lost to the Town as a result of such annexation each year for a period of ten (10) years from the date the annexation ordinance is effective. The reimbursement shall be calculated based on the assessed value assigned by the Town of all land and improvements in the attached territory as of the date the annexation took place. The assessed value of such lands as of the year of annexation shall be multiplied by the mill rate established by the Town for the year of the annexation to calculate that amount due to the Town under this formula. The reimbursement shall be made within 30 days of the first of January of each year beginning with the first year after the relevant annexation.

(c) It is the parties' intent that the territory within the "City Growth Area" should eventually be attached to the City. However, the parties acknowledge that under current State annexation law it is probable that certain isolated parcels may remain within the Town even after various larger parcels have been annexed to the City. Therefore, the parties agree that it is necessary to establish a mechanism that will assure the City that all the territory within the "City Growth Area" will eventually be attached to the City. To this end the parties agree to periodically review the need for boundary changes, pursuant to Section V of this Agreement.

(d) The City shall not annex any land from the Town Growth Area without the Town's prior written consent. A written request for consent shall be submitted to the Town upon receipt of an annexation petition. The Town shall review and respond to the City within ninety (90) days of the City's written notice of the City's intent to annex land from the Town Growth Area. The Town's failure to respond in writing to the City within ninety (90) days shall constitute the Town's denial of the annexation.

6.03. Post-Attachment Land Divisions.

After being attached to the City additional land divisions may occur above the four (4) dwellings per forty-(40)-acre density maximum in order to comply with the then-current City zoning requirements for the relevant area. The City reserves the right to levy special assessments on all existing developed and undeveloped properties to cover the costs of extending public utilities into the relevant area. The ability to further subdivide properties after attachment is necessary in order to recover the costs associated with the public improvements to serve the attached territory.

118

6.04. **Restrictions on Residential Development Within “City Growth Area”.**

The Town acknowledges that it is the intent of the Agreement to recognize and confirm that the territory within the “City Growth Area” will eventually be attached to the City. The Town acknowledges that the City has a legitimate role in ensuring that areas within the “City Growth Area” are carefully planned and developed. It is anticipated that at some point in the future these lands will be attached to the City and attached to the City's public utility systems. It is reasonable, therefore, that the City should require that residential areas within the “City Growth Area” be developed in general accordance with the City's comprehensive plan, municipal ordinances, and design standards. The parties further acknowledge that haphazard or premature development in this area could prevent efficient use of the land resources and inhibit efficient and cost-effective delivery of urban services. Therefore, in order to accomplish the intended purposes of the Agreement, the Town agrees that any new residential development within the “City Growth Area” will incorporate the following standards for land divisions within the “City Growth Area”:

(a) **Restrictions on Residential Development Within “City Growth Area”.**

- (i) **Maximum Density.** Each residential parcel or lot approved by the Town after the effective date of the Agreement shall be limited to a maximum density of four (4) single-family residential dwellings per each forty-(40)-acre parent parcel.
- (ii) **Code Compliant.** Each new lot shall meet the then-current State and County health code requirements for on-site sewage treatment and private water wells.
- (iii) **Lot Layout Within Parent Parcel.** The proposed lot layout for each overall parcel shall locate residences and other structures on building sites that have the least impact on environmentally-sensitive areas and that are less well-suited for farming and agricultural uses. The maximum lot size for such residential lot shall be no greater than one (1) acre. To the extent possible, buildings shall be located between 30 and 100 feet from an existing or new public road right-of-way. The Town grants to the City the authority and power to designate the location and configuration of the residential lots within the larger, parent parcel so as to minimize rural sprawl and to prevent the accumulation of all residential lots on existing Town roads with little utilization of the interior land area of the larger parcel. Furthermore, the proposed lot layout for the overall parcel shall provide for the future efficient subdivision of the parcel for higher urban densities when it is ultimately attached into the City.
- (iv) **Undeveloped Land.** The remainder of the overall parcel not developed with lots and roads shall remain designated as agricultural use for the purpose of precluding further

119

development until such time as attachment to the City occurs and as urban services can be provided to the parcel. Each property owner who seeks to create residential development within the "City Growth Area" shall be limited to the restrictions outlined in this Section 6.04(a) of the Agreement. Any further and subsequent land divisions or further land development on undeveloped land of any such property owner remaining on the parent parcel shall require the prior written consent of the City.

- (v) **Certified Survey Maps.** All proposed lots must be created by a Certified Survey Map, which requires the approval of the Town, the City and the County.

- (vi) **Applicability of Restrictions.** These provisions restricting residential development within the "City Growth Area" shall only be applicable during such time period as any property subject to residential development remains within the Town. Upon attachment to or annexation of any such property into the City, the provisions pertaining to residential development contained in Section 6.04(a) shall no longer be applicable and such attached or annexed property shall be subject to the zoning ordinances and subdivision control ordinances of the City as amended from time to time.

(b) Restrictions on Non-Residential Development Within "City Growth Area".

- (i) **Prior City Approval Required.** Within the "City Growth Area", the Town shall not issue any land use permits authorizing non-residential development within the "City Growth Area" without obtaining the City's prior written approval of the proposed development. The City shall review and respond to the Town within ninety (90) days of the Town's written notice of the Town's intent to issue a land use permit authorizing non-residential development in the "City Growth Area". The City's failure to respond in writing to the Town within ninety (90) days shall constitute the City's consent. The issuance of a land use permit by the Town without first obtaining the City's approval shall be null and void and, further, the Town stipulates that the City is authorized to obtain injunctive relief against any such unapproved non-residential development. To accomplish the intended purposes of this Section 6.04(b), the Town shall amend its relevant land use ordinances. "Land use permits" and "land use ordinances" include zoning ordinances, subdivision ordinances, land disturbance ordinances and storm water ordinances.

- (ii) **Non-Residential Development; Definition.** For purposes of this Section, "non-residential development" shall mean any non-agricultural use and all residential uses exceeding the limits set in this Agreement, any change of use or rezoning from an existing use; any proposed land division (by plat, condominium plat, certified survey map, or other means), any issuance of a conditional use permit, any modifications to the physical structure of a building or construction of a new building for which a building permit is required, any grading, any grant of a new highway access, any grant of a storm water permit, or any removal of more than 30% of the timber from a parcel of land within the "City Growth Area".

- (iii) **Applicability of Restrictions.** These provisions restricting non-residential development within the "City Growth Area" shall only be applicable during such time period as any property subject to non-residential development remains within the Town. Upon attachment to or annexation of any such property into the City, the provisions pertaining to non-residential development contained in Section 6.04(b) shall no longer be applicable and such annexed property shall be subject to the zoning ordinances and subdivision control ordinances of the City as amended from time to time.

6.05. Building Inspections/Zoning Enforcement.

During the term of this Agreement the parties agree that the City may elect to perform all building inspection and zoning enforcement services and functions and development reviews within all or a part of the "City Growth Area". In such instances, the Town shall delegate its building inspection and zoning enforcement powers and responsibilities to the City. The Town shall take all necessary actions authorized by law to cooperate with the City in order to accomplish the intended purposes of this section, including, without limitation, allowing the City to charge back such fees to the Town property owner or against the property, which is the subject matter of the building code enforcement or zoning code enforcement activities. The City and the Town shall promptly exchange copies of all building, zoning and inspection permits issued pursuant to the provisions of this Agreement.

SECTION VII. DEVELOPMENT GUIDELINES OF THE TOWN'S TERRITORY DURING THE PLAN TERM.

7.01. Development in "City Growth Area".

(a) **General Provisions.** The City and the Town agree to take action, or to refrain from taking action, as set forth in this Section 7.01 with respect to the land located within the "City Growth Area". The following requirements of this Section 7.01 shall apply to all territory located within the "City Growth Area" during the term of this Agreement and such requirements shall only be removed by attachment to or annexation to the City.

(b) **New Development.** As long as the land remains in the Town, new development in the "City Growth Area" shall be limited to new or expanded agricultural operations, and new single-family detached residential uses. All undeveloped land shall be designated in an agricultural use designation by the Town under its Zoning Code or a "Rural Holding" use designation under the City's Zoning Code. Furthermore, all new development shall be subject to the Design Standards found at Section 7.01(c), the Restrictions on Residential Development found at Section 6.04(a), and the Restrictions on Non-Residential Development found at Section 6.04(b).

(c) **Design Standards.** All land divisions within the "City Growth Area" shall be designed in compliance with the City's Official Map and Land Use Plan for the area by dedicating rights-of-way or expanded existing rights-of-way and for planned rights-of-way. Planned storm water management facilities and environmental corridor areas shall also be respected in the design of these land divisions. All new development and land divisions shall also comply with the following layout and development standards:

- (i) New residential development proposals in the "City Growth Area" shall first be presented to the City for review and approval. The proposal shall be accompanied by a layout sketch in compliance with the City's density layout requirements. Within the "City Growth Area", the Town shall not issue any land use permits authorizing residential development within the "City Growth Area" without obtaining the City's prior written approval of the proposed development. The City shall review and respond to the Town within ninety (90) days of the Town's written notice of the Town's intent to issue a land use permit authorizing residential development in the "City Growth Area". The City's failure to respond in writing to the Town within ninety (90) days shall constitute the City's consent.
- (ii) No land may be developed and no land may be subdivided without provision for easements for public utilities, public roads, driveway access location and design, and storm water management in accordance with the standards determined by the Engineer's Office of the City.

- (iii) All land divisions from existing parcels containing residences within the "City Growth Area", even if otherwise exempt from review, pursuant to Wis. Stats. § Section 236.45(2)(am) require the prior written approval of the City under Section 7.01(c)(i).
 - (iv) New streets constructed within the "City Growth Area" shall contain a minimum 66-foot right-of-way and shall be designed, located and constructed to City specifications.
 - (v) The Town may approve changes in zoning classifications and conditional uses for residential or non-residential parcels of land in the "City Growth Area" shall be granted by the Town only after consultation with the City and the written agreement of the City. Written notice of a zoning amendment shall be forwarded to the City Zoning Administrator in writing. Failure of the City to respond within ninety (90) days of the notice shall be deemed an approval. A rezoning by the Town in violation of this provision shall be void.
 - (vi) To the extent authorized by law, the Town shall refuse to approve certified survey maps or platted subdivisions unless the City consents to the land divisions. Failure of the City to respond within 45 days of written notice shall be deemed an approval.
 - (vii) The Town shall utilize planning and construction standards proposed by the City for new or reconstructed roads, public utilities and other public facilities in the "City Growth Area". The preceding does not apply to the maintenance or repair of Town roads existing as of January 1, 2013, but shall apply to subsequent roadway development and right-of-way dedication requests.
- (d) **Blighted Areas.** The parties acknowledge that portions of the "City Growth Area" constitute a public nuisance and are blighted. Notwithstanding that the blighted area is within the "City Growth Area", the Town shall cooperate with the City to abate and remove the blighted conditions. If the blighted conditions have not been removed within a reasonable time after this Agreement is signed, the parties shall initiate a boundary change pursuant to a petition for boundary adjustment, under Wis. Stats. § 66.0307, as amended. The purpose of the boundary change is to transfer the jurisdiction of the blighted area from the Town to the City. The preceding shall not limit the Town or the City from bringing a direct action to abate any public nuisance in the "City Growth Area". If such a boundary adjustment is needed to cure blight, said boundary adjustment is exempt from the Revenue Sharing provisions of this Agreement.

(e) **Parent Parcels.** All parent parcels must be included within the boundaries of any land division. All condominium or related forms of development involving the division of less than fee interests in property shall be required to receive land division approval from the City.

7.02. **Development in Town Growth Area.**

(a) **Rural Development Policies.** The parties acknowledge that the Town has recently prepared a comprehensive plan, which includes a land use plan that permits agricultural uses, low-density residential development and a limited amount of neighborhood/crossroads commercial development. The Town shall develop Rural Development Policies to permit agricultural uses, low density residential development and a limited amount of neighborhood/crossroads commercial development all in accordance with the Town Land Use Plan. Permitted non-residential and non-agricultural land uses within portions of the Town Growth Area along STH 26 south of Second Road; along CTH Q; and along CTHs R and CW in Sections 26, 27 and 35 known as "City Periphery Areas"; shall be subject to the same building materials, landscaping and signage requirements for the Town's Zoning Code in conformity with either the Town's "Convenience Commercial District" ("C-C District", as codified in Section 3.41 of the Town's Zoning and Land Division Code) or the Town's "Extensive Commercial District" ("E-C District", as codified in Section 3.42 of the Town's Zoning and Land Division Code). However, regional "big box store" development shall only be permitted within the Town Growth Area with the City's written consent. Regional "big box store" development shall be defined as any store with more than 50,000 square feet of gross floor area. Examples include, but are not limited to the following types and companies:

- (i) Department and Mass Merchandise Stores that sell a variety of items, including but not limited to, Farm and Fleet, Fleet Farm, Shopko, Costco, WalMart, Super Wal-Mart, Target, Target Greatland, Kmart and Big K;
- (ii) Single Retail Category Stores that dominate a single retail category such as electronics, appliances, super markets, etc. including but not limited to, Best Buy, American, Colders, Steinhafels, Circuit City, Staples, Office Max, Cub Foods, Woodman's Foods, Piggly Wiggly Stores and Roundy's Foods;
- (iii) Discount Retailers that sell a variety of items and include warehouse stores, purchase clubs, off-price stores and outlet stores, etc., including but not limited to, Lowe's, Home Depot, Menard's, Costco and Sam's Club.
- (iv) Major indoor entertainment centers, recreation clubs, indoor sports facilities, lodging and resort facilities, including, but not limited to, bowling, skating, ice sports, soccer, golf, health clubs, movie theaters, arenas, hotels, resorts and conference centers.

(b) **Official Maps and Comprehensive Plans.** All development within the Town Growth Area shall take account of official maps and comprehensive plans adopted by the State of Wisconsin, Dodge County or the City. The Town shall require dedications consistent with said official maps, or comprehensive plans. The parties acknowledge their mutual interest in taking all reasonable actions to assure the consistency of their respective comprehensive plans and official maps. Therefore, the parties' respective comprehensive plans and official maps are intended to supplement and complement each other and shall, where feasible, be thus interpreted.

If, however, any provision of a party's comprehensive plan or official map irreconcilably conflicts with the other party's comprehensive plan or official map, then the City's Comprehensive Plan and Official Map shall control in the "City Growth Area" and the Town's Comprehensive Plan and Official Map shall control in the Town Growth Area.

(c) **Development Standards.** Except as expressly set forth in this Agreement, the Town reserves all rights over the zoning and development of the land located within the Town Growth Area. Notwithstanding anything to the contrary, there are no minimum or maximum lot size limitations for land divisions within the Town Growth Area.

(d) **City Approvals.** The City shall not withhold approvals necessary under applicable state, county or local laws, regulations or ordinances to all divisions of land, or other development-related matters, provided such development occurs in accordance with this Agreement and all other applicable statutes, ordinances and regulations.

7.03. Advancement of Mutual Interests.

The parties acknowledge that in order to effectively implement this Agreement it may be necessary to obtain the cooperation of and approval of other governmental agencies, including, but not limited to, Dodge County, the Wisconsin Department of Natural Resources, the Wisconsin Department of Transportation, the Wisconsin Department of Administration or other State agencies. In all matters necessary to implement this Agreement the parties shall seek the cooperation and approval of all relevant agencies. To the extent practicable, the parties shall submit a single, joint request or other appropriate document requesting the necessary approval. Examples of joint requests that may require the cooperation of the parties include, but are not limited to, the following:

- (a) Storm water management, soil erosion control, wetlands and woodlands management.
- (b) Approvals for access to federal, state or county roadways.

SECTION VIII. PROCEDURE FOR ATTACHMENT OF TOWN TERRITORY INTO THE CITY AND BOUNDARY ADJUSTMENTS DURING THE PLAN TERM.

8.01 Policy Statement on Rationale for Adoption of Procedures on Attachment.

The following procedures are adopted to facilitate the smooth and effective implementation of the goals and policies embodied in this Agreement. These agreements were reached between the City and the Town as a result of joint planning initiatives will better serve both the City's and the Town's communities.

Currently, Section 62.23(7a), Wis. Stats., allows the City to exercise its extraterritorial zoning power in the Town's territory up to a distance of three (3) miles beyond the City's corporate limits. Under its extraterritorial zoning authority, the City may enact interim zoning ordinances that freeze existing zoning, or, if there is no zoning, then existing land uses, while a long-term comprehensive plan and regulations are developed. The statute provides that the interim ordinance may be for a term not to exceed two (2) years.

A joint extraterritorial zoning committee must be established consisting of three (3) City Plan Commission members appointed by the Mayor and three Town members appointed by the Town Board. The remainder of the City Plan Commission works with the joint committee in preparing the comprehensive plan and regulations. A majority of the joint committee must approve the comprehensive plan and regulations before they may be enacted.

Section 236.10, Wis. Stats., which provides for the City's plat approval authority and approval of the Dodge County Planning Agency, the Town's Town Board and the City's Common Council and the statutory allowance for the City to exercise its extraterritorial plat review authority in the same geographic area as defined within the Section 62.23(7a), Wis. Stats. However, extraterritorial zoning requires the Town approval of the zoning ordinance, while extraterritorial plat approval applies automatically if the City adopts a subdivision ordinance or official map. The Town does not approve the subdivision ordinance for the City. The City may waive its extraterritorial plat approval authority at its discretion, if it does not wish to use it.

Section 236.45, Wis. Stats., exempts certain types of land use decisions and municipal review authority for land parcels greater than one and one-half acres but less than five acres in size. The City intends to exercise its extraterritorial plat review jurisdiction even for those powers delegated by the Wisconsin Legislature under Section 236.45 (2), Wis. Stats., and the City intends to exercise its subdivision control jurisdiction, pursuant to Section 236.45(3) and (6), Wis. Stats., under this Cooperative Plan.

The legislative purpose of extraterritorial plat approval jurisdiction is to help the City influence the development patterns of areas outside of its boundaries that will likely be annexed to the City in the future. This helps the City protect land use decisions near its boundaries from conflicting uses outside its corporate limits.

However, both the City and the Town agree that in lieu of unbridled authority of the City extending to the "three-mile-limit" outside its boundary area throughout the Town; the City has agreed to limit the exercise of its extraterritorial plat review and zoning or subdivision control jurisdiction in the Town. Therefore, the City and the Town have carefully delineated the "City Growth Area" where the full extraterritorial land use jurisdiction of the City will be applicable from the "Town Growth Area" which will not be subject to extraterritorial plat review and

126

zoning review authority by the City, under the statutes cited above in this Section 8.01.

The exercise of this extraterritorial plat review and zoning or land use approval by the City shall be exercised only in the “City Growth Area” for the remainder of the term of this Cooperative Plan, pursuant to the guidelines and procedures in this Section VIII.

8.02 Statutory Methods of Annexation and Boundary Adjustments.

Wis. Stats. § 66.0217 provides three methods of annexation for attaching contiguous territory, Wis. Stats. § 66.0225 provides for court-ordered annexation, Wis. Stats. § 66.0221 provides for annexation of town islands, Wis. Stats. § 66.0223 provides for attaching municipally-owned territory, and Wis. Stats. § 66.0225 provides for stipulated boundary adjustments between the Town and City in contested annexations; by which detachment from the Town and attachment into the City may occur. The City and the Town hereby elect not to adopt these provisions of the Wisconsin Statutes or be bound by these provisions in the “City Growth Area” described in this Agreement, subject to the restrictions agreed upon by the City and Town in Section 6.02 of this Cooperative Boundary Agreement. “Attachment” involves the detachment from the Town of one or more tax parcels from the Town and the transfer and attachment to the City of those tax parcels. The intent of both parties by entering into this Agreement is to amend the methods by which electors or landowners in the “City Growth Area” can attach land into the City by utilizing the alternate boundary adjustment provisions of this Agreement; otherwise the City cannot attach property within the “City Growth Area”. However, landowners may still utilize annexation procedures, under Wis. Stats. § 66.0217, by the following petition procedures:

- (a) **Unanimous Approval.** A petition is presented, signed by all of the qualified electors residing in the territory and by all of the real property owners residing in the territory and by all of the non-resident, real property owners included within the petition presented to the City.
- (b) **Direct Annexation.** A circulation of a petition for direct annexation and attachment is initiated, signed by a number of qualified electors residing in the area proposed to be annexed equal to at least the majority of votes cast for governor in the territory at the last gubernatorial election and signed by the owners of at least one-half of the real property in the territory, either in value or in land area.
- (c) **Annexation by Referendum.** A petition requesting a referendum election on the question of attachment may be filed with the City or with the Town if signed by at least 20% of the qualified electors who cast votes for governor in the last gubernatorial election in the proposed territory to be annexed and the owners, either in land area or assessed value, of at least one-half of the real property in the territory proposed to be attached.

It is the intent of the parties to this Agreement to waive the application of the annexation statutes cited in this Section 8.02, subject to the power authorized in Wis. Stats. § 66.0307 (7), and substitute the boundary adjustment provisions as contained in this Section VIII of this Agreement over the entire term of this Agreement as one of the methods by which qualified

127

electors and landowners, in the Town and the City may effect boundary adjustments in the “City Growth Area” in addition to the regular annexation procedures outlined in this Section 8.02.

8.03 Establishment of Long-Term Boundary Between City And Town.

The current limits of the City bordering the Town in the “City Growth Area” shall constitute the boundary area between the City and the Town. Adjustments to that boundary are to be accomplished and expanded through the creation of the “City Growth Area” during the Cooperative Plan term and as protected through the creation of a “Town Growth Area”. Any such boundary adjustments, pursuant to the terms of this Cooperative Boundary Agreement, shall constitute the long-term boundary between the City and Town. The future adjustment of the boundary area between the City and the Town recognizes the changing nature of that area of the Town which exists in the “City Growth Area” as well as the stability of development and land uses which will exist in the “Town Growth Area”. This Cooperative Boundary Agreement will attempt to forecast the future need for municipal services and increased development in the “City Growth Area” and to allow for the eventual elimination of Town peninsulas and islands and other irregularities with the municipal border that may create service delivery confusion or inefficiencies. The area under consideration is and will remain in the Watertown Unified Area School District. Terrain and other physical features are virtually uniform throughout the planning area. The expansion of the City into the Town will allow for the orderly development of the City that should lessen urban sprawl and create compactness over time. The staged expansion will also allow for appropriate planning of infrastructure and other service needs into these areas. With these goals in mind, the City and the Town adopt the following implementation strategies to advance the goals of this Cooperative Boundary Agreement:

- (a) The City may attach areas within the “City Growth Area” as provided in this Agreement, but will not attach or annex during the term of this Agreement any part of the “Town Growth Area”, except with written approval of the Town Board.
- (b) The City and Town have independently determined that the long-term boundary established by this Cooperative Plan best promotes the mutual public health, safety, order, convenience, prosperity and general welfare, as well as efficiency and economy of future development within both the City and the Town.

8.04 Voluntary Attachment of Territory in “City Growth Area”.

Following approval of this Cooperative Plan by the State of Wisconsin Department of Administration, property owner(s) within the “City Growth Area” will have the right to request attachment of their land(s) to the City at any time. Procedures to attach land on a voluntary basis are found in Section 8.05 of this Cooperative Plan.

8.05 Procedure for Voluntary Attachment of Territory in “City Growth Area”.

The procedure for Voluntary Attachment of territory in the “City Growth Area” shall be as follows:

128

(a) **Petition for Boundary Adjustment.** Upon written petition for boundary adjustment of land filed with the City Clerk on City forms signed by at least one-half of all of the real property owners, resident or non-resident, of the proposed territory in the "City Growth Area" to be detached from the Town and attached to the City, exclusive of Town roads abutting such land, without further review and approval of the Town, the City may, with a minimum of ten (10) days advance, written notice to the Town Clerk, and after further review and recommendation by the City Plan Commission, adopt an Attachment Ordinance by a majority of the elected members of its Common Council attaching the land. The Attachment Ordinance may designate a temporary or permanent zoning classification for each parcel as prescribed in Wis. Stat. § 66.0217 (8).

(b) **Notice Requirements.** Following adoption of the Attachment Ordinance, the City Clerk shall immediately file, record and send copies of the same, in accordance with Wis. Stat. §§ 66.0217(9)(a) and 66.0307(10). Failure to file, record or send shall not invalidate the attachment and the duty to file, record or send shall be a continuing one. The information filed with the Wisconsin Department of Administration shall be utilized in making adjustments to entitlements under the federal revenue sharing program and to distribution of funds under Wis. Stat. Chapter 79, and to any successor or other federal or state entitlement or revenue-sharing program.

(c) **Consent of Landowners Required.** No land shall be attached to the City as a Voluntary Attachment without the consent of the requisite number of the land owners in the territory, as outlined in Section 8.05(a). Petition signatures or other indices of consent shall not be required of lessees, residents, occupants or users of property who are not owners of the property in the territory.

(d) **Description of Territory to be Attached.** Territory may be attached to the City, under this Cooperative Plan, irrespective of the size, or shape of the territory. Such attachments may create Town islands. The City, however, may reject any petition to attach territory that is not contiguous, configured or located in such a manner as will enable the City to provide adequate and timely public services to the property. The City is authorized to confer with landowners interested in attachment to recommend the size, shape and contiguity of territory to be covered by a petition.

(e) **Waiver of Town's Right to Oppose Attachment.** The Town shall not oppose any attachments permitted by this Agreement or provide support, financial or otherwise, to those who do.

(f) **Functional Town Islands.** Any territory within the "City Growth Area" not attached to the City as a Voluntary Attachment may be attached to the City as a Functional Town Island attachment in accordance with the time frames and procedures governing such attachments set forth in Section 8.06 below.

(g) **Connection to City's Water and Sewer Systems.** Following attachment, properties shall be required to connect to the City's municipal water and sanitary sewer systems within one (1) year following the date of attachment, except that connection to the City municipal water and sewer systems may be delayed for a period not to exceed sixty

(60) months if the property owner provides a current evaluation of the existing private well and/or private sanitary system as performed by a Licensed Plumber or Certified Sanitarian.

(h) **Consent of Property Owners Not Required.** Attachment Ordinances pertaining to adjustment of the boundaries in areas of the "City Growth Area", which are declared to be detached from the Town and attached to the City shall not require the consent of owners, residents, occupants or electors on the affected parcels of lands in the designated areas of the Town.

(i) **Attachments Shall Include Public Right-of-Way.** All attachments shall include the full width of abutting Town roads, except those roads the centerline of which is part of the Boundary Line. The City may also include in such attachments any Town road rights-of-way that abut lands previously annexed to the City before the effective date of this Agreement, even though such inclusions will create Town islands.

(j) **Effective Date of Attachment.** Town territory in the "City Growth Area" included in an attachment will be attached to the City effective at 12:01 a.m., on the next Sunday after adoption of the Attachment Ordinance, except as provided in Section 8.02 and 8.03 above.

(k) **Attached Territory.** Town territory attached to the City from time to time under this Cooperative Plan shall become City territory subject to all City zoning, subdivision control and general ordinances on the effective date of attachment.

(l) **Contesting Validity of Attachment Ordinance.** No action to contest the validity of the cooperative plan adopted under this Agreement or an amendment to a cooperative plan such as an adoption of an Attachment Ordinance creating a future boundary adjustment, regardless of the grounds for the action, may be commenced after 60 days from the date on which the Department of Administration approves this Agreement or commenced after 60 days has elapsed following the recording date for any Attachment Ordinance adopted under this Section 8.05, respectively. No action relating to compliance with a binding element of this Agreement may be commenced later than 180 days after the failure to comply.

8.06 Procedure for Functional Town Island Attachment of Territory in "City Growth Area".

The procedure for attachment of geographic areas within the "City Growth Area" determined to be a Functional Town Island may be incorporated into the City by an Attachment Ordinance adopted by a two-thirds majority vote of a quorum of the City of Watertown Common Council, pursuant to Wis. Stats. § 66.0221 as follows:

(a) **Determination and Definition.** The City of Watertown Zoning Administrator will make the initial determination as to whether an area has become a Functional Town Island, per standards identified in Section 8.05(a)(i) of this Plan.

- (i) **Functional Town Island.** For purposes of this Agreement, a Functional Town Island occurs when either man-made or natural barriers, employed in conjunction with City corporate boundaries, isolate a portion of the Town in the “City Growth Area”. In determining whether an area is sufficiently isolated so as to constitute a Functional Town Island, the parties shall consider: (1) The extent to which lakes, rivers and political boundaries isolate the area from the balance of the Town, (2) The extent to which natural borders and political boundaries of the City isolate the area from the balance of the Town, or (3) The extent to which, for all practical purposes, the area is cut off from the remainder of the Town.

- (ii) **Public Hearing.** Upon making his or her determination that an area has become a Functional Town Island, the Zoning Administrator will schedule a public hearing before the City of Watertown Planning Commission to recommend to the City of Watertown Common Council to adopt a resolution declaring said area to be a Functional Town Island. At least 30 days prior to said hearing the City Zoning Administrator shall send a meeting notice to all property owners of record within the affected parcels or land in the “City Growth Area” as identified in the public records of the Dodge County Geographic Information System (GIS). At least 30 days prior to the hearing, the City shall also send a meeting notice to the Town of Emmet Town Clerk.

- (iii) **Council Resolution.** After reviewing the determination and recommendations of the Zoning Administrator and the results of the Public Hearing comments, the City of Watertown Plan Commission may make a recommendation to the City of Watertown Common Council to adopt or not to adopt a resolution declaring said area to be a Functional Town Island. Thereafter, the Common Council may adopt a resolution declaring said area to be a Functional Town Island.

(b) **Attachment Ordinance.** At any separate meeting following the adoption of a resolution declaring an area to be a Functional Town Island, the Common Council may adopt an Attachment Ordinance by a majority of the elected members, attaching said property to the City. The effective date of said Attachment Ordinance shall be at least twelve (12) months from the date of the Attachment Ordinance adoption. Attachment Ordinances may designate temporary or permanent zoning classifications for each parcel of land as prescribed in Wis. Stat. § 62.23(7)(d). The City Clerk shall file, record, or send such attachment ordinances in the same manner as described under Section 8.05 (b) above.

(c) **Connection to City's Water and Sewer Systems.** Following attachment, properties shall be required to connect to the City's municipal water and sanitary sewer systems within one (1) year following the date of attachment, except that connection to the

City municipal water and sewer systems may be delayed for a period not to exceed sixty (60) months if the property owner provides a current evaluation of the existing private well and/or private sanitary system as performed by a Licensed Plumber or Certified Sanitarian.

(d) **Consent of Property Owners Not Required.** Attachment Ordinances of areas declared to be Functional Town Islands shall not require the consent of owners, residents, occupants or electors in the affected Functional Town Island areas.

(e) **Attachments Shall Include Public Right-of-Way.** All attachments shall include the full width of abutting Town roads, except those roads the centerline of which is part of the Boundary Line. The City may also include in such attachments any Town road rights-of-way that abut lands previously attached to the City before the effective date of this Cooperative Plan, even though such inclusions will create Town islands.

(f) **Effective Date of Attachment.** Town territory in the “City Growth Area” included in an attachment will be attached to the City effective at 12:01 a.m., on a date exactly twelve (12) months after adoption of the attachment ordinance except as provided in Section 8.02 and 8.03 above.

(g) **Attached Territory.** Town territory attached to the City from time to time under this Cooperative Plan shall become City territory subject to all City zoning, subdivision control and general ordinances on the effective date of attachment.

SECTION IX. THE CITY’S EXTRATERRITORIAL ZONING AND LAND DIVISION AUTHORITY.

The parties acknowledge that the City, prior to adoption of this Agreement, had been exercising its statutory extraterritorial land division review authority in the entire Town, pursuant to Wis. Stats. §§ 236.10(1)(b) and 236.45(3)(a) and (b) and had been exercising its statutory extraterritorial land use review authority in the entire Town, pursuant to Wis. Stats. § 62.23(7a). The Town and the City agree by this Agreement that they intend to and have met all of the statutory requirements, including the holding of a public hearing thereon, to allow the City to continue to exercise its extraterritorial jurisdiction throughout the “City Growth Area”, subject to the Design Standards contained in Section 7.01(c) of this Agreement. The City waives its extraterritorial land division review authority, and extraterritorial land use jurisdiction powers throughout the entire Town Growth Area. The City and the Town shall record with the Dodge County Register of Deeds resolutions providing for the waiver of the City's particular land division and zoning extraterritorial jurisdiction powers in the Town Growth Area. The City shall not rescind the waiver for the duration of this Agreement. The Town shall continue to make all of its comprehensive planning, official mapping, land division and zoning decisions in full conformance with City policies in existence during the term of this Agreement within “City Growth Area” and the Town shall continue to make all of its comprehensive planning and official mapping decisions in full conformance with City policies in existence during the term of this Agreement within the Town Growth Area for the duration of this Agreement. In addition, the parties acknowledge and agree that the review and approval requirements of this Agreement shall replace the City's extraterritorial review and approval powers authorized by Wis. Stats. §

62.23(7a) and Chapter 236, as amended, throughout the Town Growth Area for the duration of this Agreement.

The City hereby waives its statutory powers to exercise any extraterritorial jurisdiction pertaining to land division control and zoning within the Town Growth Area, including, without limitation, plat and certified survey map review and zoning authority.

In the event that any Ordinance, including but not limited to Attachment, Subdivision Control, and Zoning Ordinances, which parties are required or entitled to enact and/or enforce by this Cooperative Plan Agreement is adjudged by any court of competent jurisdiction to be invalid or ineffective, in whole or in part, the City and the Town shall promptly meet to discuss how they might satisfy the intent of this Cooperative Plan Agreement by alternative means, including, without limitation, enacting another ordinance designed to satisfy the court's objections. The Town and the City shall use their best efforts to find, design and implement a means of successfully accomplishing the intent of this Cooperative Plan Agreement. If necessary, they shall negotiate appropriate amendments of this Cooperative Plan Agreement to maintain, as closely as possible, the original terms, intent and balance of benefits and burdens of this Cooperative Plan Agreement. In the event they are not able to reach agreement In such situation, either the City or the Town may require submission of such dispute to arbitration under Section 17.01.

SECTION X. LOCAL ORDINANCES

Both the City and the Town have adopted comprehensive plans pursuant to Wis. Stat. § 66.1001 (together the “Plans”). This Agreement meets the consistency requirement of Wis. Stat. § 66.0307(3)(c) by:

- (a) Establishing Town boundary security to assist in future Town planning and budgeting efforts;
- (b) Resolving existing boundary, land use and municipal service issues between the Town and the City;
- (c) Pro-actively positioning the Town to avoid costly annexation lawsuits;
- (d) Providing continual development for the Town to replace tax base lost to City growth, so that the Town may also have an ever-renewing and expanding tax base and a pool of citizen leadership;
- (e) Planning and focusing growth into identified areas to ensure compatibility of land uses;
- (f) Working toward the development of consistent ordinances and building codes in order to regulate use, building location and appearance; and
- (g) Meeting the objectives of Wis. Stat. § 66.1001(2)(g) by encouraging cooperative planning between the Town and the City.

Furthermore, this Agreement is consistent with the Plans by describing the physical development of the territory identified in the Agreement; a schedule for changes to boundaries; plans for the delivery of services; and, an evaluation of environmental features with a description of any adverse environmental consequences that may result from the implementation of the Agreement.

Finally, this Agreement is consistent with the Plans because it addresses extra-territorial zoning; extra-territorial subdivision review; municipal revenue sharing; incorporation; and, conflict resolution.

To the extent necessary to further comply with the requirements of Wis. Stat. § 66.0307(3)(c), both the City and the Town shall promptly engage in the lawful process of amending their comprehensive plans and related ordinances and, further, shall adopt such conforming plans and ordinances within one (1) year of the effective date of this Agreement. Notice of such action shall be provided by the enacting party to the other party within ten (10) days of the passage by the respective governing body of such amendments. Failure of either party to comply with the requirements of this Section X shall constitute a material breach of this Agreement, which breach may be enforced by specific performance by the non-breaching party.

The Town shall amend existing Town ordinances so as to require conditional use approval for all non-agricultural land divisions or development in order to assure compliance with the subdivision and development standards contained in this Agreement.

XI. ENVIRONMENTAL EVALUATION OF THE COOPERATIVE PLAN.

The City and the Town have evaluated the environmental consequences of the Plan, including air and water pollution impact, energy use, and the protection of environmentally sensitive lands. The Plan identifies areas which will become part of the City during the term of the Plan to be developed within the City consistent with the City's zoning, subdivision control and other development ordinances. The Plan also identifies an area which will remain within the Town during the term of the Plan to eventually be developed consistent with the Town's development ordinances and Dodge County zoning and land use ordinances and other development standards. The parties have found no significant adverse environmental consequences of the Plan to the natural environment, including air and water pollution, energy use, environmentally sensitive lands, and other development outside compact urban areas that contribute to urban sprawl.

11.01. Air-Quality Impacts.

The existing adopted Plan in the Restated Intermunicipal Agreement (Exhibit "A"), as well as this proposed Plan covering the "City Growth Area" and "Town Growth Area", do not constitute a significant change in the type of development which currently exists within the Town as it affects air quality.

11.02. Water Quality Impacts.

The existing adopted Plan in the Restated Intermunicipal Cooperation Agreement (Exhibit "A"), as well as this proposed Plan covering the "City Growth Area" and "Town Growth Area", will cause a significant change in the type of development which currently exists within the Town in the "City Growth Area". Because the Town is not served by a public water supply system or public sanitary system, the residents/business owners of the Town depend on their individual wells and private on-site treatment systems ("POWTS") to ensure water quality in the area subject to this Agreement. However, these private water supply systems and POWTS are only minimally regulated and result in varying standards of protecting the quality of the groundwater.

On the other hand, the City's Water Department and the City's Waste Water Treatment Facility, provides water services for the majority of the City's residents. A small percentage of the City's community is not serviced by municipal water and sanitary disposal systems; in which case a permit is issued for a private well. Those areas with private wells are required to provide the Water Department with a copy of a safe bacteria sample annually. Properties with abandoned wells must follow safety regulations to have the well abandoned.

It is contemplated by both the City and the Town that the future development in the "City Growth Area" during the term of the Cooperative Plan will be pursued only after the various Town parcels apply for annexation at the time their property owners are ready and willing to develop their respective properties. Until such time as future development occurs, it is intended that no new commercial, industrial or retail development will occur within the "City Growth Area" unless the property owners initiate a boundary adjustment so their properties may be developed within the City and, thus, be subject to provision of public water supply and public sanitary disposal systems. This migration to public water systems and public sanitary disposal systems from private systems in the areas of potential higher-intensity development from residential or farming land uses to commercial, industrial or retail land uses, is one of the central attributes on future demands for development in the "City Growth Area" identified by both the Town and the City in delineating the boundary areas of the "City Growth Area" and the "Town Growth Area" under the Plan. The topographical and physical drainage characteristics of the land areas in both the "City Growth Area" and the "Town Growth Area" were specifically considered when designating each of these areas. The movement land uses from those utilizing solely private water supply systems and private sanitary disposal systems to public water supply and sanitary disposal systems will ensure a higher degree of protection of the groundwater aquifers for eradication of non-point sources of pollution.

Groundwater is an extremely important resource for the Upper Rock River Basin and Dodge County. Groundwater is the source of essentially all water in Dodge County and the Town. Dodge County has a large untapped supply of good quality groundwater found in four aquifers. Most groundwater contamination is related to agricultural manure, petroleum, and salt storage located in areas of high ground water tables or fractured bedrock anomalies. Contamination of groundwater reserves can also result from such sources as percolation of water through improperly placed or maintained landfill sites, private waste disposal (septic effluent), runoff from livestock yards and urban areas, improper application of agricultural pesticide or fertilizers, excessive lawn and garden fertilizers and pesticides, leaks from sewer pipes, and seepage from gravel, non-metallic mining operations into the aquifers. Runoff from leaking petroleum storage tanks and spills can also add organic and chemical contaminants in locations

where the water table is near the surface. Once groundwater contamination has occurred, successful remediation can take years, or may never occur, depending upon the pollutant. Therefore, when considering specific land uses for the area, it is vital to consider the physical characteristics of the area and the relationship between the land and the proposed/actual use in order to ensure that groundwater contamination does not occur. Requiring all future more intensive land uses to occur within the City will ensure a more effective protection of the water quality on the boundary between the City and the Town under the Plan.

11.03. Energy Use

This Agreement does not recommend any changes to the existing energy use in the area. Gas and electric services in the area are provided by WE Energies. The Concord Generating Station, known as the most thermally efficient generating station in Wisconsin, is located on 150 acres just outside the City in the Town of Watertown next to the Concord substation. This four-unit station's total net generating capacity is 388 megawatts. High voltage electric transmission lines are provided by the American Transmission Company to both the "City Growth Area" and the "Town Growth Area".

11.04. Environmentally Sensitive Lands (Environmental Corridors).

Environmental corridors are a composite of the best elements of the natural resource base occurring in a linear pattern on the landscape. Environmental corridors provide linkages in the landscape for the movement of species and provide a natural buffer between natural and human communities. These corridor areas normally include one or more natural resource elements that are essential to the maintenance of ecological balance and diversity.

Environmental corridors generally lie along major stream valleys, around major lakes, and in the moraine areas of southeastern Wisconsin. Almost all of the remaining high-value wetlands, woodlands, wildlife habitat areas, major bodies of surface water, and delineated floodplains and shorelands are contained within these corridors. Protection of environmental corridors from intrusion by incompatible land uses, and thereby from degradation and destruction, should be an essential planning objective for the preservation of open natural spaces. These corridors should be preserved and protected in essentially natural, open land uses.

The Town's environmental corridors are as depicted in the Exhibits "D" and "E", attached to this Agreement. Exhibit "D" depicts the Environmental, Historical and Agricultural features of the Town. Exhibit "E" illustrates the Natural Areas over a wider area, including the Town, the City and the Town of Watertown in Jefferson County to the South. Environmental corridors in the area affected by this Agreement should be utilized as a key resource feature to identify areas sensitive to development that should be promoted as green infrastructure or an interconnected network of open space.

11.05. Compliance with Environmental Regulations.

Lands covered by this Plan are and will remain under the jurisdiction of state and federal environmental laws and regulations as applicable. Furthermore, said lands are subject to the

environmental provisions of the City's and the Town's respective Comprehensive Plans, in effect now and as may be amended in the future.

SECTION XII. REVENUE SHARING.

12.01. General.

The parties agree to share local tax revenues generated from the land attached or attached to the City from the "City Growth Area." To the extent that Wis. Stats. § 66.0217(14)(a)1. and § 66.0221(3)(a)1. limits revenue sharing to five (5) years, the City hereby agrees to extend the revenue sharing for an additional five (5) years, bringing the total time period for revenue sharing between the City and Town to a total of ten (10) years. Said time computation for this revenue sharing time period will commence running upon the effective date of this Agreement.

12.02. Revenue Sharing.

The City agrees to reimburse the Town for lost Town tax revenue from the annexation or attachment of land in the "City Growth Area." The reimbursement shall be calculated on the assessed value of all land and improvements in the attached or attached territory as of January 1 of the year the annexation or attachment occurs. The assessed value of such lands shall be multiplied by the mill rate established by the Town for the year of annexation or attachment to calculate the amount due to the Town under this formula. The reimbursement shall be made within 30 days of the first of January of each year beginning with the first year after the annexation or attachment of land from the "City Growth Area" in accordance with the following rate schedule:

Year 1	100%	Year 6	50%
Year 2	90%	Year 7	40%
Year 3	80%	Year 8	30%
Year 4	70%	Year 9	20%
Year 5	60%	Year 10	10%

The unpaid balance of revenue sharing shall be paid in accordance with the above payment schedule even if the term of this Agreement expires before full payment has been made to the Town. Notwithstanding anything to the contrary, the revenue sharing required by this Section XII shall only apply to the annexation or attachment of property with a total assessed value in excess of \$1 million at the time of the annexation or attachment

SECTION XIII. SERVICES.

13.01. Sanitary Sewer and Water.

All land divisions within the "City Growth Area" shall be designed for future subsequent land division for conventional lots served by public water supply and sanitary sewer systems. The location of these potential future lot lines shall be clearly depicted on the face of plats and

137

certified survey maps. Public easements for utilities and storm water management may be required by the City at the time of the initial land division or any subsequent land division.

13.02. Storm water.

The Town and the City shall cooperate in providing storm water services for the area subject to this Agreement by cooperating in reviewing the impact storm water drainage has from drainage ways that flow from the Town into the City on a North to South direction to eventually empty into the Rock River.

The Town does not have a storm sewer system and is subject to the Dodge County Storm Water Ordinance. The only provisions for storm water drainage in the Town at the present time is a series of culverts and ditches along Town roads.

Watertown's Stormwater Management Utility was established to provide a source of funding to be used exclusively for storm water management within the City. These funds are dedicated to the planning, maintenance, and construction of storm water facilities and storm sewer maintenance within the City. The Utility also funds the regulation of erosion control around building sites and approval of effective erosion control structures on larger developments within the City. All properties within the City contribute to this fund based on each real property's total impervious surface area.

13.03. Streets.

By eliminating uncertainty about future jurisdiction over, and responsibility for, roads in the Town, this Plan is expected to promote better maintenance of roads and cooperation between the City and the Town over road improvements.

13.04. Police, Fire, and Emergency Services.

Fire protection for the Town is provided by the Watertown Fire Department and Town of Lebanon Fire Department. Police protection is provided by the Town of Emmet Police Department and the Dodge County Sheriff's Department.

138

SECTION XIV. NO TOWN CHARTER STATUS.

To the extent authorized by law, during the term of this Agreement, the Town shall not directly or indirectly seek or pursue charter town status or incorporation.

SECTION XV. BINDING EFFECT OF COOPERATIVE PLAN.

This Agreement shall bind and accrue to the benefit of all successors of the City and the Town and be binding on successive governing bodies of the City and the Town. This Agreement and the Restated Intermunicipal Cooperation Agreement (Exhibit "A") are for the exclusive benefit of the parties and their successors and assigns and shall not be deemed to give or be construed to authorize or to provide any legal or equitable right, remedy or claim to any other person or entity.

SECTION XVI. GOOD FAITH AND FAIR DEALING.

The parties shall cooperate in good faith and both take such actions as may be necessary or desirable in order to implement this Agreement. The parties agree that they will not oppose this Agreement in any way privately or publicly, either when communicating with any government agency that is charged with review or evaluation of any part of the Agreement.

SECTION XVII. RESOLUTION OF DISPUTES.

17.01. Dispute Resolution.

All disputes over the interpretation or application of this Agreement, or the enforcement thereof, shall be resolved according to the following dispute resolution procedures:

- (a) If the dispute cannot be resolved by the personnel directly involved, the parties will conduct the following mediation process before invoking binding arbitration:
 - (i) Each party will designate a representative with appropriate authority to be its representative in the mediation of the dispute.
 - (ii) Either representative may request the assistance of a qualified mediator. If the parties cannot agree on the qualified mediator within five (5) days of the request for a mediator, a qualified mediator will be appointed by the Chairperson of the Alternative Dispute Resolution Section of the State Bar of Wisconsin, or if the Chairperson fails to appoint a mediator, by the American Arbitration Association.
 - (iii) The mediation session shall take place within thirty (30) days of the appointment of the respective representatives designated by the parties, or the designation of a mediator, whichever occurs last.

- (iv) The mediator does not have authority to impose a settlement upon the parties but will attempt to assist the parties in reaching a satisfactory resolution of their dispute. The mediation sessions are private. The expenses of the mediator, if any, shall be borne equally by the parties.

(b) If the dispute cannot be resolved by mediation the parties shall submit the dispute to binding arbitration by an arbitrator of recognized qualifications. If the parties cannot agree upon an arbitrator they will request an initial panel of five (5) persons, who are all members of the American Arbitration Association. Each party will have two (2) strikes from the initial panel. The parties may agree to an alternative method for the selection of the single arbitrator.

(c) The arbitrator shall not be bound by rules of evidence or the substantive, internal laws of the State of Wisconsin. The award of the arbitrator is final and binding and shall be enforceable at law, pursuant to Chapter 788, Wis. Stats. The parties will equally divide the fees of the arbitrator as well as the costs of a court reporter, if any.

17.02. Injunctive Relief.

The dispute resolution procedures contained in Section 17.01, above, shall not apply to the enforcement of the covenants and restrictions required by Section VI. of this Agreement. The parties acknowledge that the remedy available under Section 17.01 of this dispute resolution procedure for any breach of Section VI. will be inadequate, and that the City and the Town, jointly and severally, shall be entitled to injunctive relief compelling specific performance of the obligations contained in Section VI. The parties waive the requirement to post a bond in the event such injunctive relief is sought by either party to this Cooperative Plan Agreement.

SECTION XVIII. CIVIL ACTIONS.

18.01. Limitations on Commencement of Civil Action.

The parties waive their rights under the notice provisions under Wis. Stats. § 893.80 and their rights to seek remedies in court, except that the preceding prohibition on court actions shall not apply to:

- (a) Actions to enforce arbitration awards under Section XVII of this Agreement;
- (b) Actions for injunctive relief necessary to protect the public health, safety or welfare during the dispute resolution proceedings or to enforce the matters referenced in Section 17.02 of the Agreement;
- (c) Disputes involving a necessary third party or private party owner who refuses to consent to arbitration as provided herein;

- (d) Actions to enforce the adoption of comprehensive plan amendments and corresponding implementing local ordinances pursuant to this Agreement; or
- (e) Except as expressly provided herein, the City and the Town each waive all rights to challenge the validity or enforceability of this Agreement.

18.02. Third-Party Civil Actions.

In the event of a court action by a third party challenging the validity or enforceability of this Agreement, the City and the Town shall fully cooperate to vigorously defend this Agreement. If only one party is named to the relevant action, the other party shall seek to intervene and the named party shall support such intervention. No settlement of any such action is permitted without the approval of the governing bodies of both the City and the Town. The workload to defend this Agreement shall be shared equally by the City and the Town. Failure to comply with any of the preceding requirements of this paragraph shall constitute a breach.

SECTION XIX. IMPLEMENTATION.

The City and the Town shall each take such actions as may be necessary or desirable to implement and effectuate the provisions and intent of this Cooperative Plan.

SECTION XX. ANTI-DISCRIMINATION PROVISIONS.

In the performance of the services under this Cooperative Plan, the City and the Town shall not discriminate against any subcontractor or person who offers to subcontract, employee or applicant because of race, religion, marital status, age, color, gender, gender identity, handicap, national origin, ancestry, income level, source of income, arrest record, conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status.

SECTION XXI. NOTICES.

All notices by or relating to this Agreement shall be in writing. Each notice shall specifically refer to this Agreement by name and shall refer specifically to the number of the section(s), subsection(s), paragraph(s), or subparagraph(s) to which the notice relates. Any such notice shall be delivered in person to the Contact Person of the municipality receiving the notice or to the person apparently in charge of the Clerk's office during normal business hours, or shall be mailed to such Contact Person by certified mail, return receipt requested (or equivalent private delivery service).

Each notice to the City shall be addressed as follows:

Mayor
City Hall
106 Jones Street
Watertown, WI 53094

Phone: (920) 262-4000
Fax: (920) 262-4016

Each notice to the Town shall be addressed as follows:

Town Chairperson
Emmet Town Hall
N1690 State Road 26
Watertown, WI 53098
Phone: (920) 261-1611
Fax: (920) 261-6143

Each municipality may change its address (or add addresses for facsimile, electronic mail, or other communication media) for purposes of this Agreement, by written notice to the other pursuant to this paragraph. Each notice shall be effective upon delivery in person, or mailing, or upon actual receipt without regard to the method of transmission, whichever occurs first.

SECTION XXII. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions apply:

22.01. References.

Any references to a particular agency, organization or official shall be interpreted as applying to any successor agency or organization or official to which the contemplated functions are transferred by statute or ordinance. Except as expressly stated otherwise, any reference in this Agreement to a particular statute or ordinance shall be interpreted as applying to such statute or ordinance as recreated or amended from time to time.

22.02. Authority.

Each party represents that it has the authority to enter into this Agreement and that all necessary procedures have been followed to authorize this Agreement. Each person signing this Agreement represents and warrants that he or she is duly authorized to do so.

22.03. Severability.

The provisions of this Agreement are severable. In the event that any provision is held to be invalid or unconstitutional, or if the application of any provision to any person or circumstance is held to be invalid or unconstitutional, such holding shall not affect the other provisions or application of this Agreement which can be given lawful effect without the invalid or unconstitutional provisions or application.

22.04. Amendment.

The procedure for amendment of this Plan shall be according to Wis. Stats Section 66.0307(8). In the event a change in state or federal law substantially affects this Plan, either party may request that modifications be made to the Plan to maintain, as closely as possible, the original terms, intent and balance of benefits and burdens of this Plan. In the event the parties are not able to reach agreement in such situation, either the City or the Town may require submission of such dispute to arbitration under Section 17.01.

IN WITNESS WHEREOF, the City and the Town certify that this Plan has been duly approved by their respective governing bodies in accordance with State and local laws, rules and regulations, and each has caused their duly authorized officers to execute this Plan.


CITY OF WATERTOWN

By: John David
John David, Mayor


Attest:

By: Cynthia Rupprecht
Cynthia Rupprecht, City Clerk

Approved as to Form:


William Gruber, City Attorney

Approved as to Form:


Thomas J. Levi, Special Counsel for City

STATE OF WISCONSIN)

JEFFERSON COUNTY) ss.

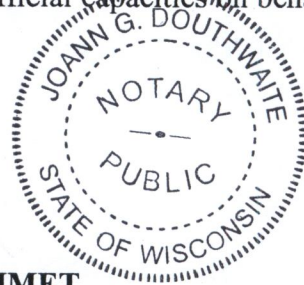
The above-named, John David, Mayor of the City of Watertown and Cynthia Rupprecht, City Clerk of the City of Watertown, William Gruber, City Attorney, and Thomas J. Levi, Special Counsel for City of Watertown, personally came before me this 20th day of August, 2014 to me known to be the persons and officers who have executed the

foregoing instrument and acknowledged the same in each of their official capacities on behalf of the City of Watertown.

John G. Dothwaite
John G. Dothwaite

Notary Public, State of Wisconsin

My Commission expires: 4/23/17



TOWN OF EMMET

By: William Nass
William Nass, Town Chairperson

Attest:

By: Jackie Welke
Jackie Welke, Town Clerk

Approved as to Form:

Approved as to Form.

John St. Peter, Town Attorney

STATE OF WISCONSIN)
)ss.
DODGE COUNTY)

The above- named William Nass, Town Chairperson for the Town of Emmet, and Jackie Welke, Town Clerk for the Town of Emmet, personally came before me this 29th day of Sept. 2014 to me known to be the persons and officers who have executed the foregoing instrument and acknowledged the same in each of their official capacities on behalf of the Town of Emmet.

Mary Jo Kraus
mary jo kraus

Notary Public-State of Wisconsin

My Commission expires: 3-1-2015

INTERGOVERNMENTAL COOPERATIVE PLAN
UNDER WISCONSIN STATUTE SECTION 66.0307 BETWEEN
THE CITY OF WATERTOWN AND THE TOWN OF EMMET

145

EXHIBIT “A”

RESTATED INTERMUNICIPAL COOPERATIVE AGREEMENT BETWEEN
THE CITY OF WATERTOWN AND THE TOWN OF EMMET DATED JUNE 11, 2013

Document Number

Agreement

Title of Document

RESTATED INTERMUNICIPAL COOPERATIVE AGREEMENT
BETWEEN THE CITY OF WATERTOWN AND THE TOWN OF EMMET

DOCUMENT # 1198481

Office of Register of Deeds
Dodge County, Wisconsin
RECEIVED FOR RECORD

June 14, 2013 10:37 AM

CHRIS PLANASCH - Registrar
Fee Amount: \$30.00
of Pages 31

Recording Area

Name and Return Address

Atty. Thomas J. Levi

Bender, Levi, Larson & Associates, S.C.

P. O. Box 16

Watertown, WI 53094-0016

see attached

Parcel Identification Number (PIN)

THIS INSTRUMENT WAS DRAFTED BY:

Attorney Thomas J. Levi
State Bar No. 1002305

Attorney John St. Peter
State Bar No. 1016293

**RESTATED INTERMUNICIPAL COOPERATION AGREEMENT
BETWEEN THE CITY OF WATERTOWN AND THE TOWN OF EMMET**

AGREEMENT made and entered into this 11TH day of June, 2013 by and between the City of Watertown, a Wisconsin Municipal Corporation, located in Dodge and Jefferson Counties, Wisconsin ("City") and the Town of Emmet, a Wisconsin Township, located in Dodge County, Wisconsin ("Town").

RECITALS

WHEREAS, the City and the Town entered into an agreement under the authority granted to them pursuant to Wis. Stat. § 66.0301 entitled "Intermunicipal Cooperation Agreement between the City of Watertown and the Town of Emmet" ("Original Agreement") on March 10, 2000; and

WHEREAS, the City and the Town wish to amend, restate and extend the Original Agreement as more specifically described in this document ("Agreement"); and

WHEREAS, the City and the Town recognize that intergovernmental cooperation and joint planning provide for the best use of land and natural resources, as well as high quality and efficient municipal services; and

WHEREAS, it is in the best interest of the City and the Town to resolve boundary, land use and municipal service issues in order to avoid duplication of municipal services and in order to provide an effective means of planning each community's future growth; and

WHEREAS, the City and the Town agree that it is appropriate to prevent unplanned development leading to urban, ex-urban and rural sprawl; and

WHEREAS, the City and the Town each recognize that this restatement of the Original Agreement represents compromises that are required in order to accomplish the long-term intentions of the Original Agreement; and

WHEREAS, the City and the Town each recognize and reaffirm the goals and policies enunciated in the Original Agreement, but also realize that in the ensuing twelve (12) years there have been changes in the law, changes in the development of areas of the Town and City along their mutual boundary, and construction of a new Highway 26 Bypass traversing the boundary area between the City and the Town, which necessitate a modification of the Original Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises set forth in both the Original Agreement and this Agreement, the parties agree as follows:

147

ARTICLE ONE

GENERAL PROVISIONS

1.1 Authority. This Agreement is entered into pursuant to Wis. Stats. § 66.0301 and § 66.0307.

1.2 Growth Areas Map. Attached and incorporated by reference is a map marked Exhibit "A", dated October 8, 2012. The purpose of Exhibit "A" is to delineate the City and Town Growth Areas (hereinafter "City Growth Areas" or "Town Growth Area"). For the purposes of this Agreement the City Growth Areas within the Town consist of the territory identified as Area "1", "2", "3", "4" and "City Growth Area (unnumbered)". For the purposes of this Agreement the Town Growth Area consists of the territory identified as Town Growth Area (unnumbered)", which consists of the remainder of the Town. This Agreement designates territories in the Town described as either "City Growth Areas" or "Town Growth Area." The parties agree that there will be no changes to the boundaries of the City Growth Areas and the Town Growth Area for the term of the Agreement.

1.3 Authority of Comprehensive Plans. Pursuant to Wis. Stat. § 66.1001, the City adopted an Amended Comprehensive Plan on November 17, 2009 for the purpose of guiding its decisions regarding long-term growth and physical development of the City. Pursuant to Wis. Stats. § 60.61 and §66.1001, the Town has adopted a Comprehensive Plan on December 11, 2002, to guide decisions regarding long-term growth and physical development through 2025. The parties recognize and acknowledge the right of both the City and the Town to prepare and adopt comprehensive plans and plan amendments that may include, among other matters, goals, objectives and policies to guide land division within their respective territories. The parties further agree that as their respective comprehensive plans relate to land divisions within the City Growth Areas, such comprehensive plans and amendments thereto shall be consistent with this Agreement.

(a) The parties stipulate that the City's Amended Comprehensive Plan, as amended from time to time, shall take precedence in all City Growth Areas. The Town shall not take any action, direct or indirect, to oppose or interfere with the administration of the City's Amended Comprehensive Plan applicable to the City Growth Areas. In addition to the preceding, the Town agrees not to directly or indirectly purchase conservation easements nor shall the Town acquire any land for the purpose of precluding or delaying development in the City Growth Areas. The preceding provisions are not intended to interfere with the implementation of farmland preservation zoning and contracts as authorized by law.

(b) The parties stipulate that the Town's Comprehensive Plan, as amended from time to time, shall take precedence in the Town Growth Area. The City shall not take any action, direct or indirect, to oppose or interfere with the administration of the Town's Comprehensive Plan applicable to the Town Growth Area. In

148

addition to the preceding, the City agrees not to directly or indirectly purchase conservation easements nor shall the City acquire any land for the purpose of precluding or delaying development in the Town Growth Area.

1.4 Purpose From City's Perspective. The purpose of this Agreement is to promote a long-term, environmentally sound, cost-effective pattern of land division for future growth in the City Growth Areas with the provision of City sanitary sewer services and water supply services. This Agreement is intended to encourage compact and cost-effective development in the City's perimeter by strictly limiting development in the City Growth Areas prior to annexation, eliminating current "town islands," preventing rural sprawl in residential and nonresidential development not served by public water and sanitary sewer systems, and by preserving working farms prior to annexation. A specific objective of this Agreement is for the parties to agree upon and adopt, as part of each jurisdiction's comprehensive plan, a similar set of policies for regulating land divisions within the City Growth Areas.

1.5 Purpose From Town's Perspective. The purpose of this Agreement is to retain its land division control over residential and commercial development in those territories of the Town, which are designated in this Agreement as the Town Growth Area, free and clear of the City's extraterritorial review and zoning powers, preventing urban sprawl in residential and commercial development, and preserving working farms and sustainable, agricultural development patterns. A specific objective of this Agreement is for the parties to agree upon and adopt, as part of each jurisdiction's comprehensive plan, a similar set of policies for regulating land divisions within the Town Growth Area.

149

1.6 Extraterritorial Jurisdiction. The parties acknowledge that the City, prior to adoption of the Original Agreement, had been exercising its statutory extraterritorial land division review authority in the entire Town, pursuant to Wis. Stats. § 62.23(7a). The City may continue to exercise its extraterritorial jurisdiction throughout the City Growth Areas, subject to the Design Standards contained in Section 2.3 of this Agreement. The City waives its extraterritorial land division review authority, and other extraterritorial jurisdiction powers throughout the entire Town Growth Area. The City and the Town shall record with the Dodge County Register of Deeds resolutions providing for the waiver of the City's extraterritorial jurisdiction powers in the Town Growth Area. The City shall not rescind the waiver for the duration of this Agreement. The Town shall make all of its planning, official mapping, land division and zoning decisions in full conformance with City policies in existence on the date of this Agreement within City Growth Areas for the duration of this Agreement. In addition, the parties acknowledge and agree that the review and approval requirements of this Agreement shall replace the City's extraterritorial review and approval powers authorized by Wis. Stats. § 62.23(7a) and Chapter 236, as amended, throughout the Town Growth Area for the duration of this Agreement.

1.7 Annexations. Any lands for which the City receives a petition for annexation that are located within the City Growth Areas may be annexed to the City in accordance with the procedures of Wis. Stats. § 66.0217, § 66.0221, § 66.0223, and § 66.0225, as amended from time to time. Annexations that satisfy the above requirements need not be contiguous and, further, may create town islands in the City Growth Areas. However, the parties acknowledge that unanimous annexations are to be encouraged. But, if a non-unanimous annexation is required by

the circumstances, the City agrees to take reasonable steps to minimize the extent of the annexation of land owned by non-consenting owners. These reasonable steps include, without limitation, the configuration of the annexation map so as to make maximum use of public rights-of-way and property lines. A configuration of a "balloon on a string" is acceptable and should be pursued when feasible. Notwithstanding anything to the contrary, the City shall not accept an annexation petition from territory located in the City Growth Areas if the petition is signed only by electors who are not also property owners. The City shall provide the Town an opportunity to review and comment on all proposed non-unanimous annexations prior to the City's adoption of the relevant annexation ordinance. Within the Town, no territory outside of the City Growth Areas may be annexed by the City during the term of this Agreement.

(a) The Town shall not directly or indirectly oppose the annexation of land to the City located within the City Growth Areas. The Town also agrees not to financially support anyone who does oppose or seeks to contest an annexation of lands that are located exclusively within the City Growth Areas. If the Town is impleaded in any annexation lawsuit by a party other than the City, the Town shall immediately stipulate that it does not oppose the contested annexation. The Town shall also cooperate with the City on the dismissal of the Town as a party to the relevant lawsuit. Upon a request by the City, the Town shall provide a letter to the State of Wisconsin indicating that the proposed annexation within the City Growth Area is in compliance with this Agreement.

(b) If any territory outside the City Growth Areas is annexed to the City in violation of this Agreement the City agrees, in accordance with the provisions of Wis. Stats. § 66.0217(14)(a), as amended, to reimburse the Town as liquidated damages and not as a penalty, an amount equivalent to the tax revenue lost to the Town as a result of such annexation each year for a period of ten (10) years from the date the annexation ordinance is effective. The reimbursement shall be calculated based on the assessed value assigned by the Town of all land and improvements in the annexed territory as of the date the annexation took place. The assessed value of such lands as of the year of annexation shall be multiplied by the mill rate established by the Town for the year of the annexation to calculate that amount due to the Town under this formula. The reimbursement shall be made within 30 days of the first of January of each year beginning with the first year after the relevant annexation.

(c) It is the parties' intent that the territory within the City Growth Areas should eventually be annexed to the City. However, the parties acknowledge that under current State annexation law it is probable that certain isolated parcels may remain within the Town even after various larger parcels have been annexed to the City. Therefore, the parties agree that it is necessary to establish a mechanism that will assure the City that all the territory within the City Growth Areas will eventually be annexed to the City. To this end the parties agree to review the need for boundary changes, pursuant to a cooperative boundary adjustment agreement under Wis. Stats. § 66.0307, pursuant to Section 4.2 of this Agreement.

150

1.8 Building Inspections/Zoning Enforcement. During the term of this Agreement the parties agree that the City may elect to perform all building inspection and zoning enforcement services and functions and development reviews within all or a part of the City Growth Areas. In such instances, the Town shall delegate its building inspection and zoning enforcement powers and responsibilities to the City. The Town shall take all necessary actions authorized by law to cooperate with the City in order to accomplish the intended purposes of this section, including, without limitation, allowing the City to charge back such fees to the Town property owner or against the property, which is the subject matter of the building code enforcement or zoning code enforcement activities. The City and the Town shall promptly exchange copies of all building, zoning and inspection permits issued pursuant to the provisions of this Section 1.8.

ARTICLE TWO

DEVELOPMENT WITHIN CITY GROWTH AREAS

2.1 General Provisions. The City and the Town agree to take action, or to refrain from taking action, as set forth in this Article II with respect to the land located within the City Growth Areas. The following requirements of this Article II shall apply to all territory located within the City Growth Areas during the term of this Agreement and shall only be removed by annexation to the City.

2.2 New Development. As long as the land remains in the Town, new development in the City Growth Areas shall be limited to new or expanded agricultural operations, and new single-family detached residential uses. All undeveloped land shall be designated in an agricultural use designation by the Town under its Zoning Code or a "Rural Holding" use designation under the City's Zoning Code. All new or expanded non-residential uses along Highway 26 or CTH L shall only be allowed after annexation into the City. Furthermore, all new development shall be subject to the Design Standards found at Section 2.3 below, the Restrictions on Residential Development found at Section 2.4 below, and the Restrictions on Non-Residential Development found at Section 2.5 below.

2.3 Design Standards. All land divisions within the City Growth Areas shall be designed in compliance with the City's Official Map and Land Use Plan for the area by dedicating rights-of-way or expanded existing rights-of-way and for planned rights-of-way. Planned storm water management facilities and environmental corridor areas shall also be respected in the design of these land divisions. All new development and land divisions shall also comply with the following layout and development standards:

- (a) New residential development proposals in the City Growth Areas shall first be presented to the City for review and approval. The proposal shall be accompanied by a layout sketch in compliance with City-density layout requirements. Within the City Growth Areas, the Town shall not issue any land use permits authorizing residential development within the City Growth Areas without obtaining the City's prior written approval of the proposed development. The City shall review and respond to the Town within ninety (90) days of the Town's written notice of the Town's intent to issue a land use permit authorizing non-residential development in the City Growth

151

Area. The City's failure to respond in writing to the Town within ninety (90) days shall constitute the City's consent.

(b) No land may be developed and no land may be subdivided without provision for easements for public utilities, public roads, driveway access location and design, and storm water management in accordance with the standards determined by the Engineer of the City.

(c) All land divisions from existing residences within the City Growth Areas require the prior written approval of the City.

(d) New streets constructed within the City Growth Areas shall contain a minimum 66 foot right-of-way and shall be designed, located and constructed to City specifications.

(e) The Town may approve changes in zoning classifications and conditional uses only after consultation with, and the written agreement of the City. Written notice of a zoning amendment shall be forwarded to the City Zoning Administrator in writing. Failure of the City to respond within ninety (90) days of the notice shall be deemed an approval. A rezoning by the Town in violation of this provision shall be void.

(f) To the extent authorized by law, the Town shall refuse to approve certified survey maps or platted subdivisions unless the City consents to the land divisions. Failure of the City to respond within 45 days of written notice shall be deemed an approval.

(g) The Town shall utilize planning and construction standards proposed by the City for new or reconstructed roads, public utilities and other public facilities in the City Growth Areas. The preceding does not apply to the maintenance or repair of Town roads existing as of January 1, 2013, but shall apply to subsequent roadway development and right-of-way dedication requests.

152

2.4 Restrictions on Residential Development Within City Growth Areas. The Town acknowledges that it is the intent of the Agreement to recognize and confirm that the territory within the City Growth Areas will eventually be annexed to the City. The Town acknowledges that the City has a legitimate role in ensuring that areas within the City Growth Areas are carefully planned and developed. It is anticipated that at some point in the future these lands will be annexed to the City and attached to the City's public utility systems. It is reasonable, therefore, that the City should require that residential areas within the City Growth Areas be developed in general accordance with the City's comprehensive plan, municipal ordinances, and design standards. The parties further acknowledge that haphazard or premature development in this area could prevent efficient use of the land resources and inhibit efficient and cost-effective delivery of urban services. Therefore, in order to accomplish the intended purposes of the Agreement, the Town agrees that any new residential development within the City Growth Areas will incorporate the following standards for land divisions within the City Growth Areas:

(a) Maximum Density. Each residential parcel or lot approved by the Town after the effective date of the Agreement shall be limited to a maximum density of four (4) single-family residential dwellings per each forty-(40)-acre parent parcel.

(b) Code Compliant. Each new lot shall meet the then-current State and County health code requirements for on-site sewage treatment and private water wells.

(c) Lot Layout Within Parent Parcel. The proposed lot layout for each overall parcel shall locate residences and other structures on building sites that have the least impact on environmentally-sensitive areas and that are less well-suited for farming and agricultural uses. The maximum lot size for such residential lot shall be no greater than one (1) acre. To the extent possible, buildings shall be located between 30 and 100 feet of an existing or new public road right-of-way. The Town grants to the City the authority and power to designate the location and configuration of the residential lots within the larger, parent parcel so as to minimize rural sprawl and to prevent the accumulation of all residential lots on existing Town roads with little utilization of the interior land area of the larger parcel. Furthermore, the proposed lot layout for the overall parcel shall provide for the future efficient subdivision of the parcel for higher urban densities when it is ultimately annexed into the City.

(d) Undeveloped Land. The remainder of the overall parcel not developed with lots and roads shall remain designated as agricultural use for the purpose of precluding further development until such time as annexation to the City occurs and as urban services can be provided to the parcel. Each property owner who seeks to create residential development within the City Growth Areas shall be limited to the restrictions outlined in this Section 2.4 of the Agreement. Any further and subsequent land divisions or further land development on undeveloped land of any such property owner remaining on the parent parcel shall require the prior written consent of the City.

(e) Certified Survey Maps. All proposed lots must be created by a Certified Survey Map, which requires the approval of the Town, the City and the County.

2.5 Restrictions on Non-Residential Development. Within the City Growth Areas, the Town shall not issue any land use permits authorizing non-residential development within the City Growth Areas.

(a) Within the City Growth Areas, the Town shall not issue any land use permits authorizing non-residential development within the City Growth Areas without obtaining the City's prior written approval of the proposed development. The City shall review and respond to the Town within ninety (90) days of the Town's written notice of the Town's intent to issue a land use permit authorizing non-residential development in the City Growth Areas. The City's failure to respond in writing to the Town within ninety (90) days shall constitute the City's consent. The issuance of a land use permit by the Town without first obtaining the City's approval shall be null and void and, further, the Town stipulates that the City is authorized to obtain

injunctive relief against any such unapproved non-residential development. To accomplish the intended purposes of this Section 2.5, the Town shall amend its relevant land use ordinances. "Land use permits" and "land use ordinances" include zoning ordinances, subdivision ordinances, land disturbance ordinances and storm water ordinances.

(b) For purposes of this Section 2.5, "non-residential development" shall mean any non-agricultural use and all residential uses exceeding the limits set in Section 2.4 above, any change of use or rezoning from an existing use; any proposed land division (by plat, condominium plat, certified survey map, or other means), any issuance of a conditional use permit, any modifications to the physical structure of a building or construction of a new building for which a building permit is required, any grading, any grant of a new highway access, any grant of a storm water permit, or any removal of more than 30% of the timber from a parcel of land within the City Growth Areas.

2.6 Sewer and Water. All land divisions within the City Growth Areas shall be designed for future subsequent land division for conventional lots served by public water supply and sanitary sewer systems. The location of these potential future lot lines shall be clearly depicted on the face of plats and certified survey maps. Public easements for utilities and storm water management may be required by the City at the time of the initial land division or any subsequent land division.

2.7 Post-Annexation Land Divisions. After being annexed to the City additional land divisions may occur above the four (4) dwellings per forty-(40)-acre density maximum in order to comply with the then-current City zoning requirements for the relevant area. The City reserves the right to levy special assessments on all existing developed and undeveloped properties to cover the costs of extending public utilities into the relevant area. The ability to further subdivide properties after annexation is necessary in order to recover the costs associated with the public improvements to serve the annexed territory

2.8 Further Covenants. The Town shall take the following actions in order to assure compliance with the subdivision and development standards contained in this Article II:

(a) Amend existing Town ordinances so as to require conditional use approval for all non-agricultural land divisions or development; and

(b) All parent parcels must be included within the boundaries of any land division. All condominium or related forms of development involving the division of less than fee interests in property shall be required to receive land division approval from the City.

154

ARTICLE THREE

DEVELOPMENT WITHIN TOWN GROWTH AREA

3.1 General Provisions. The City and the Town agree to take action, or to refrain from taking action, as set forth in this Article III with respect to the land located within the Town Growth Area.

3.2 No Extraterritorial Jurisdiction. The City hereby waives its statutory powers to exercise any extraterritorial jurisdiction within the Town Growth Area, including, without limitation, plat and certified survey map review and zoning authority.

3.3 Rural Development Policies. The parties acknowledge that the Town has recently prepared a comprehensive plan, which includes a land use plan that permits agricultural uses, low density residential development and a limited amount of neighborhood/crossroads commercial development. The Town shall develop Rural Development Policies to permit agricultural uses, low density residential development and a limited amount of neighborhood/crossroads commercial development all in accordance with the Town Land Use Plan. Permitted non-residential and non-agricultural land uses within portions of the Town Growth Area along STH 26 south of Second Road; along CTH Q; and along CTHs R and CW in Sections 26, 27 and 35 known as "City Periphery Areas"; shall be subject to the same building materials, landscaping and signage requirements for the Town's Zoning Code in conformity with either the Town's "Convenience Commercial District" ("C-C District", as codified in Section 3.41 of the Town's Zoning and Land Division Code) or the Town's "Extensive Commercial District" ("E-C District", as codified in Section 3.42 of the Town's Zoning and Land Division Code). However, regional "big box store" development shall only be permitted within the Town Growth Area with the City's written consent. Regional "big box store" development shall be defined as any store with more than 50,000 square feet of gross floor area. Examples include, but are not limited to the following types and companies:

- (a) Department and Mass Merchandise Stores that sell a variety of items, including but not limited to, Farm and Fleet, Fleet Farm, Shopko, Costco, WalMart, Super Wal-Mart, Target, Target Greatland, Kmart and BigK;
- (b) Single Retail Category Stores that dominate a single retail category such as electronics, appliances, super markets, etc. including but not limited to, Best Buy, American, Colders, Steinhafels, Cub, Woodman's, Circuit City, Staples, Office Max, and Festival Foods;
- (c) Discount Retailers that sell a variety of items and include warehouse stores, purchase clubs, off-price stores and outlet stores, etc., including but not limited to, Lowe's, Home Depot, Menard's, Costco and Sam's Club.
- (d) Major indoor entertainment centers, recreation clubs, indoor sports facilities, lodging and resort facilities, including, but not limited to, bowling, skating, ice

sports, soccer, golf, health clubs, movie theaters, arenas, hotels, resorts and conference centers.

3.4 Official Maps and Comprehensive Plans. All development within the Town Growth Area shall take account of official maps and comprehensive plans adopted by the State of Wisconsin, Dodge County or the City. The Town shall require dedications consistent with said official maps, or comprehensive plans.

3.5 Development Standards. Except as expressly set forth in this Agreement, the Town reserves all rights over the zoning and development of the land located within the Town Growth Area. Notwithstanding anything to the contrary, there are no minimum or maximum lot size limitations for land divisions within the Town Growth Area.

3.6 City Approvals. The City shall not withhold approvals necessary under applicable state, county or local laws, regulations or ordinances to all divisions of land, or other development-related matters, provided such development occurs in accordance with this Agreement and all other applicable statutes, ordinances and regulations.

3.7 Annexations. The City shall not annex any land from the Town Growth Area without the Town's prior written consent. A written request for consent shall be submitted to the Town upon receipt of an annexation petition. The Town shall review and respond to the City within ninety (90) days of the City's written notice of the City's intent to annex land from the Town Growth Area. The Town's failure to respond in writing to the City within ninety (90) days shall constitute the Town's denial of the annexation.

156

ARTICLE FOUR

COOPERATION AND IMPLEMENTATION

4.1 Blighted Areas. The parties acknowledge that portions of the City Growth Areas constitute a public nuisance and are blighted. Notwithstanding that the blighted area is within the City Growth Areas, the Town shall cooperate with the City to abate and remove the blighted conditions. If the blighted conditions have not been removed within a reasonable time after this Agreement is signed, the parties shall initiate a boundary change pursuant to a cooperative boundary agreement, under Wis. Stats. § 66.0307, as amended. The purpose of the boundary change is to transfer the jurisdiction of the blighted area from the Town to the City. The preceding shall not limit the Town or the City from bringing a direct action to abate any public nuisance. If such an annexation or boundary adjustment is needed to cure blight, said annexation or adjustment is exempt from the Revenue Sharing provisions of Section 5.2 of this Agreement.

4.2 Cooperative Boundary Agreements. The parties agree that this Agreement is but the first step in the cooperation and implementation of the relationship between the Town and the City to make a good faith effort to enter into a cooperative boundary agreement, pursuant to Wis. Stats. § 66.0307 that will address the future, long-term City and Town boundaries under this Agreement. One of the key objectives of a cooperative boundary agreement is to eliminate

blighted areas, to eliminate existing town islands, to bring into the City areas of more urbanized growth that lack sufficient public services (particularly sewer and water services), and correct irregular municipal boundaries that pose long-term impediments to compact an efficient urban growth and the cost-effective and efficient delivery of public services. The resolutions of governing bodies of the City and the Town to initiate this process, pursuant to Wis. Stats. § 66.0307(4)(a) are attached hereto as Exhibit B. These resolutions shall be adopted by the respective governing bodies of the City and of the Town within 60 days of the effective date of this Agreement. Notwithstanding anything to the contrary, the cooperative boundary agreement, if adopted, will be consistent with all of the terms and conditions of this Agreement. At a minimum, the cooperative boundary agreement shall contain provisions for boundary adjustment review in the following areas:

- (a) Welsh Road Area. The Welsh Road area more specifically defined as Area “1” in the map set forth in Exhibit A, which is attached and incorporated by reference, shall be detached from the Town and attached to the City effective upon the expiration of three (3) years from the date of this Agreement.
- (b) Brandt-Quirk Park Railroad Right-of-Way Area. The Railroad Right-of-Way area running through a portion of Brandt-Quirk Park, more specifically defined as Area “2” in the map set forth in Exhibit A, which is attached and incorporated by reference, shall be detached from the Town and attached to the City effective upon the expiration of one (1) year from the date of this Agreement.
- (c) Highway 16 Railroad Right-of-Way Area. The Railroad Right-of-Way area running south from Highway 16, parallel to Business Highway 26, more specifically defined as Area “2” in the map set forth in Exhibit A, which is attached and incorporated by reference, shall be detached from the Town and attached to the City effective upon the expiration of one (1) year from the date of this Agreement.
- (d) Highway 16 Residential Area. The residential area south of Highway 16 bounded by the current City Limits to the City, more specifically defined as Area “4” in the map set forth in Exhibit A, which is attached and incorporated by reference, shall be detached from the Town and attached to the City effective upon the expiration of ten (10) years from the date of this Agreement, unless any residence(s) within the area described in Exhibit A has a private wastewater treatment system that does not meet the then-current Dodge County Sanitary Code requirements, in which case the property with the failing private wastewater treatment system must attach to the City within twelve (12) months of the date when it is determined that the private wastewater treatment system fails to meet the code requirements.
- (e) Boundary Review Adjustments. The parties agree to review any issues regarding other future boundary adjustments on the common boundary lines between the City and the Town in the City Growth Areas at periodic intervals of at least every five (5) years after the date of this Agreement in order to facilitate the smooth and effective implementation of the goals and policies embodied in this Agreement. A mechanism to effectuate this procedure shall be addressed at the time that the cooperative boundary agreement is adopted by the parties.

157

(f) Future Town Islands. In addition to the specific boundary adjustments described in (a) through (d), above; the parties will review the attachment of future town islands taking into consideration the following factors:

(i) Cost-effective, efficient and economical provision of municipal services to the annexed property surrounding the prospective town island.

(ii) Size and location of proposed town island.

(iii) Negative environmental impacts.

(iv) Town land use compatibility with surrounding or adjacent City land uses.

(g) Reservation of Rights. Notwithstanding the preceding provisions, nothing in this Section 4.2, or the cooperative boundary agreement referenced in this Agreement, shall be construed to require the parties to detach, attach or annex territory in response to the periodic reviews described above. All rights are reserved by each party.

158

4.3 Comprehensive Plan and Ordinance Amendments. This Agreement requires the City and the Town to adopt or amend previously adopted comprehensive plans and local ordinances in order to conform to the terms and conditions of this Agreement. Both the City and the Town shall promptly engage in the lawful process of adopting or amending their comprehensive plans and related ordinances and, further, shall adopt such conforming plans and ordinances within one (1) year of the effective date of this Agreement. Notice of such action shall be provided by the enacting party to the other party within ten (10) days of the passage by the respective governing body of such amendments. Failure of either party to comply with the requirements of this Section 4.3 shall constitute a material breach of this Agreement, which breach may be enforced by specific performance by the non-breaching party.

4.4 Limitations on Commencement of Civil Action. The parties waive their rights under Wis. Stats. § 893.80 and their rights to seek remedies in court, except that the preceding prohibition on court actions shall not apply to:

(a) Actions to enforce arbitration awards under Article VI of the Agreement;

(b) Actions for injunctive relief necessary to protect the public health, safety or welfare during the dispute resolution proceedings or to enforce the matters referenced in Section 6.2 of the Agreement;

(c) Disputes involving a necessary third party or private party owner who refuses to consent to arbitration as provided herein;

(d) Actions to enforce the adoption of comprehensive plan amendments and corresponding implementing local ordinances pursuant to this Agreement; or

(e) Except as expressly provided herein, the City and the Town each waive all rights to challenge the validity or enforceability of this Agreement.

4.5 Third-Party Civil Actions. In the event of a court action by a third party challenging the validity or enforceability of this Agreement, the City and the Town shall fully cooperate to vigorously defend this Agreement. If only one party is named to the relevant action, the other party shall seek to intervene and the named party shall support such intervention. No settlement of any such action is permitted without the approval of the governing bodies of both the City and the Town. The workload to defend this Agreement shall be shared equally by the City and the Town. Failure to comply with any of the preceding requirements of this paragraph shall constitute a breach.

4.6 No Town Charter Status. To the extent authorized by law, during the term of this Agreement, the Town shall not directly or indirectly seek charter town status or incorporation.

4.7 Advancement of Mutual Interests. The parties acknowledge that in order to effectively implement this Agreement it may be necessary to obtain the cooperation of and approval of other governmental agencies, including, but not limited to, Dodge County, the Wisconsin Department of Natural Resources, the Wisconsin Department of Transportation, the Wisconsin Department of Administration or other State agencies. In all matters necessary to implement this Agreement the parties shall seek the cooperation and approval of all relevant agencies. To the extent practicable, the parties shall submit a single, joint request or other appropriate document requesting the necessary approval. Examples of joint requests that may require the cooperation of the parties include, but are not limited to, the following:

Storm water management, soil erosion control, wetlands and woodlands management;
Approvals for access to federal, state or county roadways;
Approvals for a cooperative plan pursuant to Wis. Stats. § 66.0307, if there has been unsatisfactory progress in blight removal within the City Growth Area; and
Approvals for a cooperative plan submitted under Section 4.2 of this Agreement, pursuant to Wis. Stats. § 66.0307.

ARTICLE FIVE

REVENUE SHARING

5.1 General. The parties agree to share local tax revenues generated from the land annexed or attached to the City from the City Growth Areas. To the extent that Wis. Stats. § 66.0217(14)(a)1. and § 66.0221(3)(a)1. limits revenue sharing to five (5) years, the City hereby agrees to extend the revenue sharing for an additional five (5) years, bringing the total time period for revenue sharing between the City and Town to a total of ten (10) years.

5.2 Revenue Sharing. The City agrees to reimburse the Town for lost Town tax revenue from the annexation or attachment of land in the City Growth Areas. The

reimbursement shall be calculated on the assessed value of all land and improvements in the annexed or attached territory as of January 1 of the year the annexation or attachment occurs. The assessed value of such lands shall be multiplied by the mill rate established by the Town for the year of annexation or attachment to calculate the amount due to the Town under this formula. The reimbursement shall be made within 30 days of the first of January of each year beginning with the first year after the annexation or attachment of land from the City Growth Areas in accordance with the following rate schedule:

Year 1	100%	Year 6	50%
Year 2	90%	Year 7	40%
Year 3	80%	Year 8	30%
Year 4	70%	Year 9	20%
Year 5	60%	Year 10	10%

The unpaid balance of revenue sharing shall be paid in accordance with the above payment schedule even if the term of this Agreement expires before full payment has been made to the Town. Notwithstanding anything to the contrary, the revenue sharing required by this Article V shall only apply to the annexation or attachment of property with an assessed value in excess of \$1 million at the time of the annexation or attachment.

160

ARTICLE VI

DISPUTE RESOLUTION

6.1 Dispute Resolution. All disputes over the interpretation or application of this Agreement, or the enforcement thereof, shall be resolved according to the following dispute resolution procedures:

(a) If the dispute cannot be resolved by the personnel directly involved, the parties will conduct the following mediation process before invoking binding arbitration: Each party will designate a representative with appropriate authority to be its representative in the mediation of the dispute.

Either representative may request the assistance of a qualified mediator. If the parties cannot agree on the qualified mediator within five (5) days of the request for a mediator, a qualified mediator will be appointed by the Chairperson of the Alternative Dispute Resolution Section of the State Bar of Wisconsin, or if the Chairperson fails to appoint a mediator, by the American Arbitration Association.

The mediation session shall take place within thirty (30) days of the appointment of the respective representatives designated by the parties, or the designation of a mediator, whichever occurs last.

The mediator does not have authority to impose a settlement upon the parties but will attempt to assist the parties in reaching a satisfactory resolution of their dispute. The

mediation sessions are private. The expenses of the mediator, if any, shall be borne equally by the parties.

(b) If the dispute cannot be resolved by mediation the parties shall submit the dispute to binding arbitration by an arbitrator of recognized qualifications. If the parties cannot agree upon an arbitrator they will request an initial panel of five (5) persons, who are all members of the American Arbitration Association. Each party will have two (2) strikes from the initial panel. The parties may agree to an alternative method for the selection of the single arbitrator.

(c) The arbitrator shall not be bound by rules of evidence or the substantive, internal laws of the State of Wisconsin. The award of the arbitrator is final and binding and shall be enforceable at law. The parties will equally divide the fees of the arbitrator as well as the costs of a court reporter, if any.

6.2 Injunctive Relief. The dispute resolution procedures contained in section 6.1, above, shall not apply to the enforcement of the covenants and restrictions required by Section 2.7. The parties acknowledge that the remedy available under this dispute resolution Article for any breach of Section 2.7 will be inadequate, and that the City and the Town, jointly and severally, shall be entitled to injunctive relief compelling specific performance of the obligations contained in Section 2.7. The parties waive the requirement to post a bond.

161

ARTICLE VII

MISCELLANEOUS PROVISIONS

7.1 Term of Agreement. The term of the Original Agreement expires in 2020. The parties agree that it is both necessary and proper to extend the term of the Agreement for an additional twelve (12) years, that is, until December 31, 2032. In addition to the preceding term extension, the parties agree that the revenue sharing provisions of Article V shall begin upon the effective date of this Agreement and continue until December 31, 2022. No breach or violation of any of the terms of this Agreement or the Agreement shall operate to void or terminate or provide grounds for termination, it being the intent of the parties that any such breach or violation shall only be redressed, enjoined or otherwise remedied by specific performance.

7.2 Miscellaneous Provisions. The following miscellaneous provisions apply:

(a) **Binding Effect.** This Agreement shall bind and accrue to the benefit of all successors of the City and the Town and be binding on successive governing bodies of the City and the Town. This Agreement and the Agreement are for the exclusive benefit of the parties and their successors and assigns and shall not be deemed to give or authorized to provide any legal or equitable right, remedy or claim to any other person or entity.

(b) **Implementation.** The parties shall each take such actions in good faith as may be necessary or desirable in order to implement the provisions of this Agreement.

(c) References. Any references to a particular agency, organization or official shall be interpreted as applying to any successor agency or organization or official to which the contemplated functions are transferred by statute or ordinance. Except as expressly stated otherwise, any reference in this Agreement to a particular statute or ordinance shall be interpreted as applying to such statute or ordinance as recreated or amended from time to time.

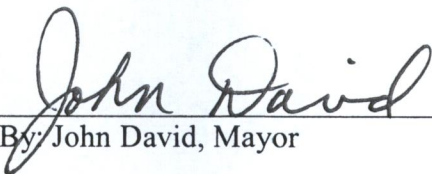
(d) Authority. Each party represents that it has the authority to enter into this Agreement and that all necessary procedures have been followed to authorize this Agreement. Each person signing this Agreement represents and warrants that he or she is duly authorized to do so.

(e) Severability. The provisions of this Agreement are severable. In the event that any provision is held to be invalid or unconstitutional, or if the application of any provision to any person or circumstance is held to be invalid or unconstitutional, such holding shall not affect the other provisions or application of this Agreement which can be given lawful effect without the invalid or unconstitutional provisions or application.


7.3 Good Faith Dealing. The parties shall cooperate in good faith to implement this Agreement. The parties agree that they will not oppose this Agreement in any way privately or publicly, either when communicating with any government agency that is charged with review or evaluation of any part of the Agreement.

IN WITNESS WHEREOF, the parties have caused the execution of this Agreement by their duly authorized officers as of the date first written above.


CITY OF WATERTOWN


By: John David, Mayor

Attest:


Darnell Hendricks, City Clerk

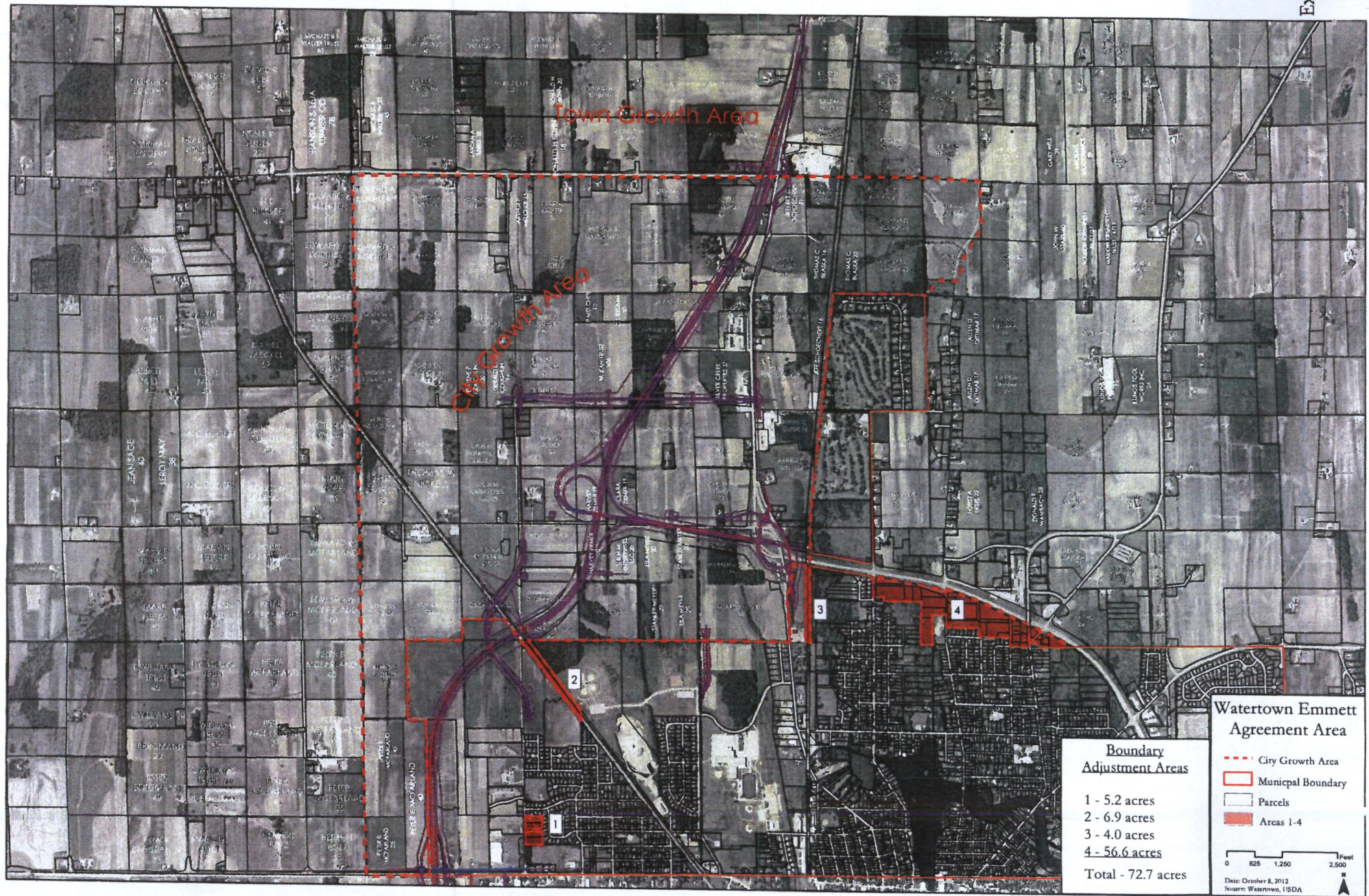
Approved as to Form:


William Gruber, City Attorney

162

Exhibit A

Map of City Growth Areas and Town Growth Area



**RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF
WATERTOWN AUTHORIZING PARTICIPATION IN THE PREPARATION OF
A COOPERATIVE PLAN WITH THE TOWN OF EMMET**

Sponsor: Mayor Ronald Krueger

From: THE PLAN COMMISSION

WHEREAS, the City of Watertown and the Town of Emmet entered into an Intermunicipal Cooperation Agreement (the "Agreement") on or about March 7, 2000 for the purpose, among other things, to resolve boundary land use issues between them, to provide for the efficient provision of future municipal services within the Town, to recognize certain areas of the Town that would eventually be annexed into the City, and to relinquish the City's extraterritorial jurisdiction within certain areas of the Town; and

WHEREAS, the parties to the Agreement recognized that the area designated as the City Growth Area therein would eventually be annexed into the City and the parties provided a mechanism for review and proceeding with the adoption of a cooperative plan, "...to modify the boundaries between the City and the Town so that the City Growth Areas will be subject to the City's jurisdiction"; and

WHEREAS, within the past three (3) years the Wisconsin Department of Transportation delineated the route of the "State Trunk Highway 26 By-Pass" around the City and completed construction of this new highway within the Town, which outlined more precisely and definitively those areas of the City Growth Area which would most likely be better served with municipal services by the City; and

WHEREAS, the City has previously submitted to the Town a written Notice for Request to Review Need for Boundary Change, pursuant to Section 1.4(f) of that Agreement, under date of September 20, 2010 for a proposed review of land to be annexed into the City located within the City Growth Area; and

WHEREAS, both the Town and the City of Watertown are desirous of proceeding with a review of an exchange of land to effectuate the goals outlined in the Agreement and have, therefore, jointly submitted this request to the Plan Commission of the City of Watertown; and

WHEREAS, the Plan Commission of the City of Watertown on _____, 2013 unanimously approved and recommended that the Common Council adopt this Resolution.

WHEREAS, Section 66.0307 of the Wisconsin Statutes authorizes adjoining municipalities to set the boundaries between and among themselves upon adopting, and having approved by the Wisconsin Department of Administration, a cooperative plan in accordance with the procedures and requirements of Section 66.0307; and

WHEREAS, the cooperative plan should be made with the general purpose of guiding and accomplishing a coordinated adjusted and harmonious development of the

165

territory covered by the plan which will, in accordance with existing and future needs of both the City and the Town, best promote public health, safety, morals, order, convenience, prosperity and the general welfare, as well as the efficiency and economy in the process of development; and

WHEREAS, cooperative planning and establishment of permanent boundaries is in the best interests of the City and the Town as participating municipalities and the purpose of this Resolution is to authorize participation with consenting municipalities in cooperative planning.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Watertown, pursuant to section 66.0307(4)(a) of the Wisconsin Statutes, that the Common Council of the City of Watertown hereby authorizes participation in the preparation of a cooperative boundary agreement and cooperative plan as defined in section 66.0307 with the Town Board of the Town of Emmet for the purposes contemplated by section 66.0307.

BE IT FURTHER RESOLVED, that upon adoption of this resolution, that the City Attorney's office and Mayor Ronald Krueger shall forward a copy of this Resolution to William Nass, Chairman of the Town Board of the Town of Emmet and shall also provide notice of the adoption of the resolution as required by section 66.0307(4)(a).

BE IT FURTHER RESOLVED, that this Resolution shall take effect upon its passage and publication upon adoption by the Common Council of the City of Watertown at it s regular meeting held on _____, 2013.

ADOPTED _____

CITY/CLERK TREASURER

APPROVED _____

MAYOR

166

**RESOLUTION OF THE TOWN OF EMMET AUTHORIZING PARTICIPATION
IN THE PREPARATION OF A COOPERATIVE PLAN WITH THE CITY OF
WATERTOWN**

Sponsor: Chairman William Nass

WHEREAS, the City of Watertown and the Town of Emmet entered into an Intermunicipal Cooperation Agreement (the "Agreement") on or about March 7, 2000 for the purpose, among other things, to resolve boundary land use issues between them, to provide for the efficient provision of future municipal services within the Town, to recognize certain areas of the Town that would eventually be annexed into the City, and to relinquish the City's extraterritorial jurisdiction within certain areas of the Town; and

WHEREAS, the parties to the Agreement recognized that the area designated as the City Growth Area therein would eventually be annexed into the City and the parties provided a mechanism for review and proceeding with the adoption of a cooperative plan, "...to modify the boundaries between the City and the Town so that the City Growth Areas will be subject to the City's jurisdiction"; and

WHEREAS, within the past three (3) years the Wisconsin Department of Transportation delineated the route of the "State Trunk Highway 26 By-Pass" around the City and completed construction of this new highway within the Town, which outlined more precisely and definitively those areas of the City Growth Area which would most likely be better served with municipal services by the City; and

WHEREAS, the City has previously submitted to the Town a written Notice for Request to Review Need for Boundary Change, pursuant to Section 1.4(f) of that Agreement, under date of September 20, 2010 for a proposed review of land to be subject to a boundary change from the Town into the City located within the City Growth Area; and

WHEREAS, both the Town and the City of Watertown are desirous of proceeding with a review of an exchange of land to effectuate the goals outlined in the Agreement and have, therefore, jointly submitted this request to both the Plan Commission of the City of Watertown and the Town Board of the Town of Emmet; and

WHEREAS, the Plan Commission of the City of Watertown on _____, 2013 unanimously approved and recommended that the Common Council adopt this Resolution; and

WHEREAS, the Common Council of the City of Watertown did adopt a companion Resolution to engage in a review of potential boundary change(s) with the Town of Emmet, pursuant to Section 66.0307(4)(a) of the Wisconsin Statutes, on _____, 2013; and

WHEREAS, Section 66.0307 of the Wisconsin Statutes authorizes adjoining municipalities to set the boundaries between and among themselves upon adopting, and having approved by the Wisconsin Department of Administration, a cooperative plan in accordance with the procedures and requirements of Section 66.0307; and

167

WHEREAS, the cooperative plan should be made with the general purpose of guiding and accomplishing a coordinated adjusted and harmonious development of the territory covered by the plan which will, in accordance with existing and future needs of both the City and the Town, best promote public health, safety, morals, order, convenience, prosperity and the general welfare, as well as the efficiency and economy in the process of development; and

WHEREAS, cooperative planning and establishment of permanent boundaries is in the best interests of the City and the Town as participating municipalities and the purpose of this Resolution is to authorize participation with consenting municipalities in cooperative planning.

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of the Town of Emmet, pursuant to Section 66.0307(4)(a) of the Wisconsin Statutes, that the Town Board of the Town of Emmet hereby authorizes participation in the preparation of a cooperative boundary agreement and cooperative plan as defined in section 66.0307 with the Town Board of the Town of Emmet for the purposes contemplated by section 66.0307.

BE IT FURTHER RESOLVED, that upon adoption of this resolution, that William Nass, Chairman of the Town Board of the Town of Emmet shall forward a copy of this Resolution, once adopted by the Town Board, to Mayor Ronald Krueger of the City of Watertown and shall also provide notice of the adoption of the resolution as required by section 66.0307(4)(a).

BE IT FURTHER RESOLVED, that this Resolution shall take effect upon its passage and publication upon adoption by the Town Board of the Town of Emmet at its regular meeting held on _____, 2013.

ADOPTED _____

TOWN CLERK

APPROVED _____

TOWN CHAIRMAN

INTERGOVERNMENTAL COOPERATIVE PLAN
UNDER WISCONSIN STATUTE SECTION 66.0307 BETWEEN
THE CITY OF WATERTOWN AND THE TOWN OF EMMET

169

EXHIBIT “B”

GROWTH AREAS MAP IN THE TOWN OF EMMET DEPICTING THE CITY OF
WATERTOWN CORPORATE LIMITS, CITY GROWTH AREA,
AND TOWN GROWTH AREA

3 mile ETJ
Urban Service Area
Municipal Limits
Planned Roads

ETJ Planning Areas

City of Watertown



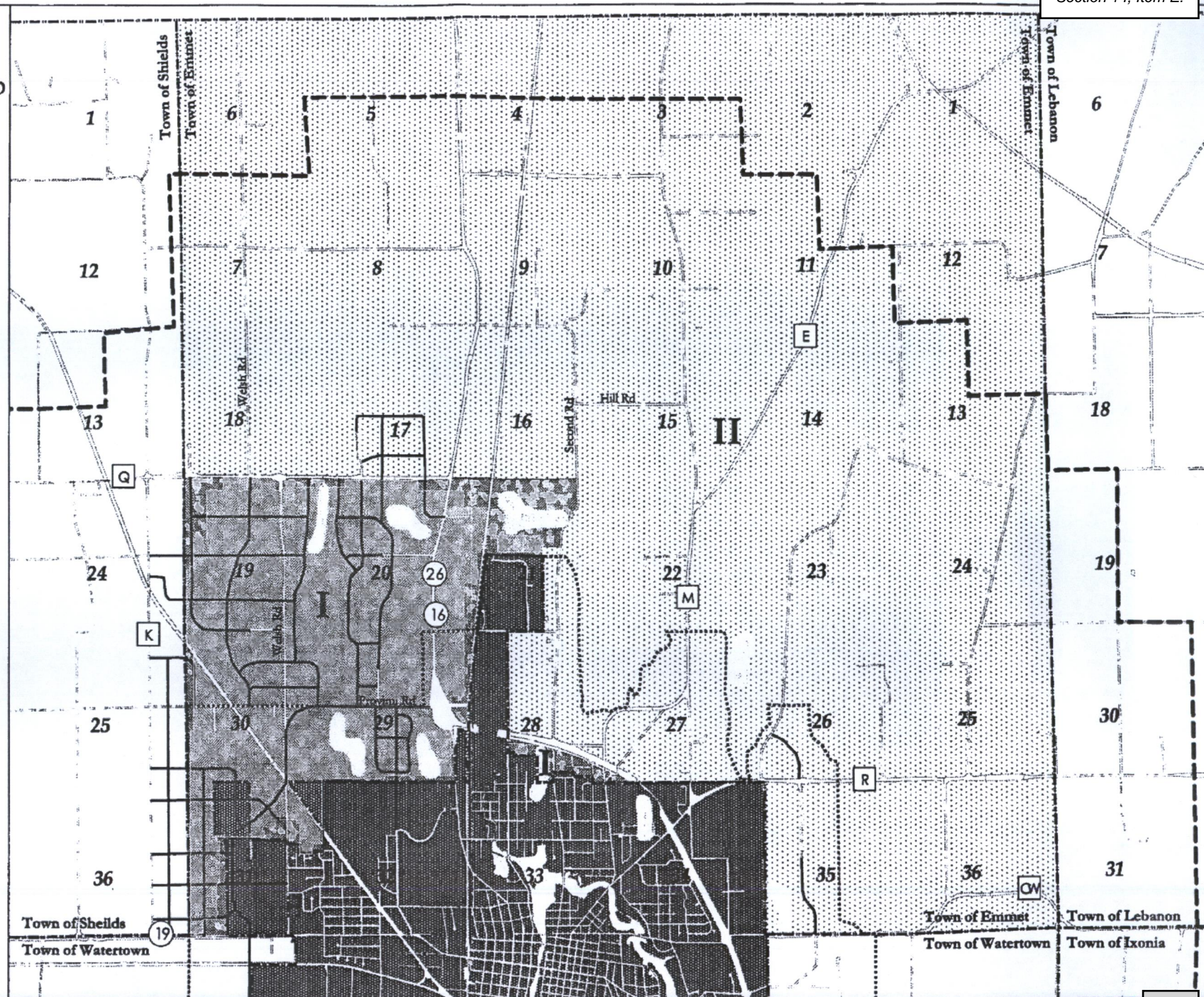
I: City Growth Area

 II: Town Growth Area

Stormwater Basins

☐ Surface Water

Road, Rail



January 1, 2000

Base Map: City of Watertown, Dodge County



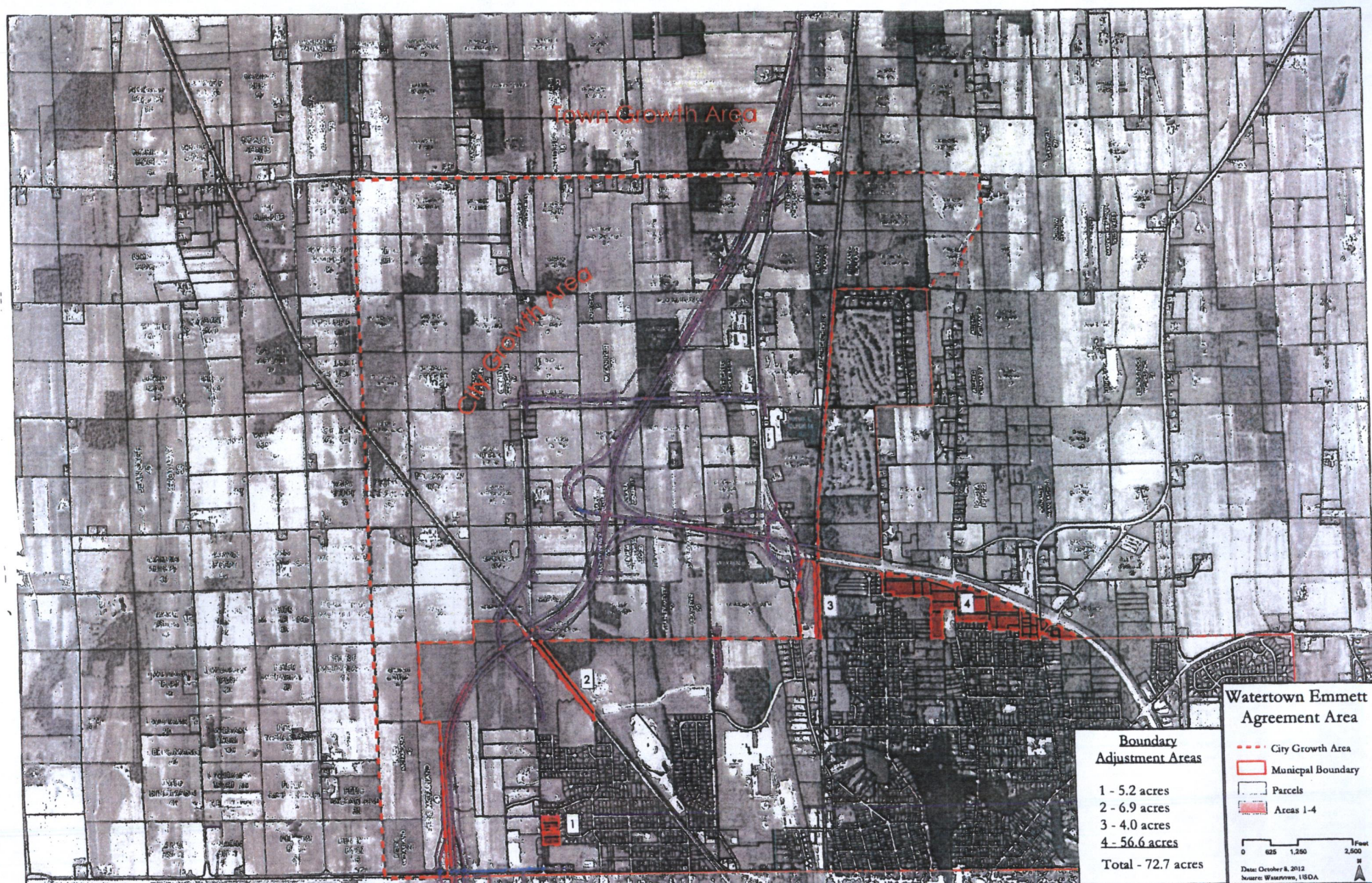
Vandewalle & Associates
Madison & Milwaukee, Wisconsin
Planning • Creating • Rebuilding

INTERGOVERNMENTAL COOPERATIVE PLAN
UNDER WISCONSIN STATUTE SECTION 66.0307 BETWEEN
THE CITY OF WATERTOWN AND THE TOWN OF EMMET

171

EXHIBIT “C”

AERIAL PHOTOGRAPHIC MAP OF CITY GROWTH AREA IN TOWN OF EMMET
DEPICTING BOUNDARY ADJUSTMENT AREAS

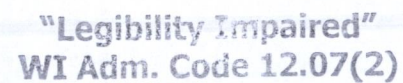


INTERGOVERNMENTAL COOPERATIVE PLAN
UNDER WISCONSIN STATUTE SECTION 66.0307 BETWEEN
THE CITY OF WATERTOWN AND THE TOWN OF EMMET

173

EXHIBIT “D”

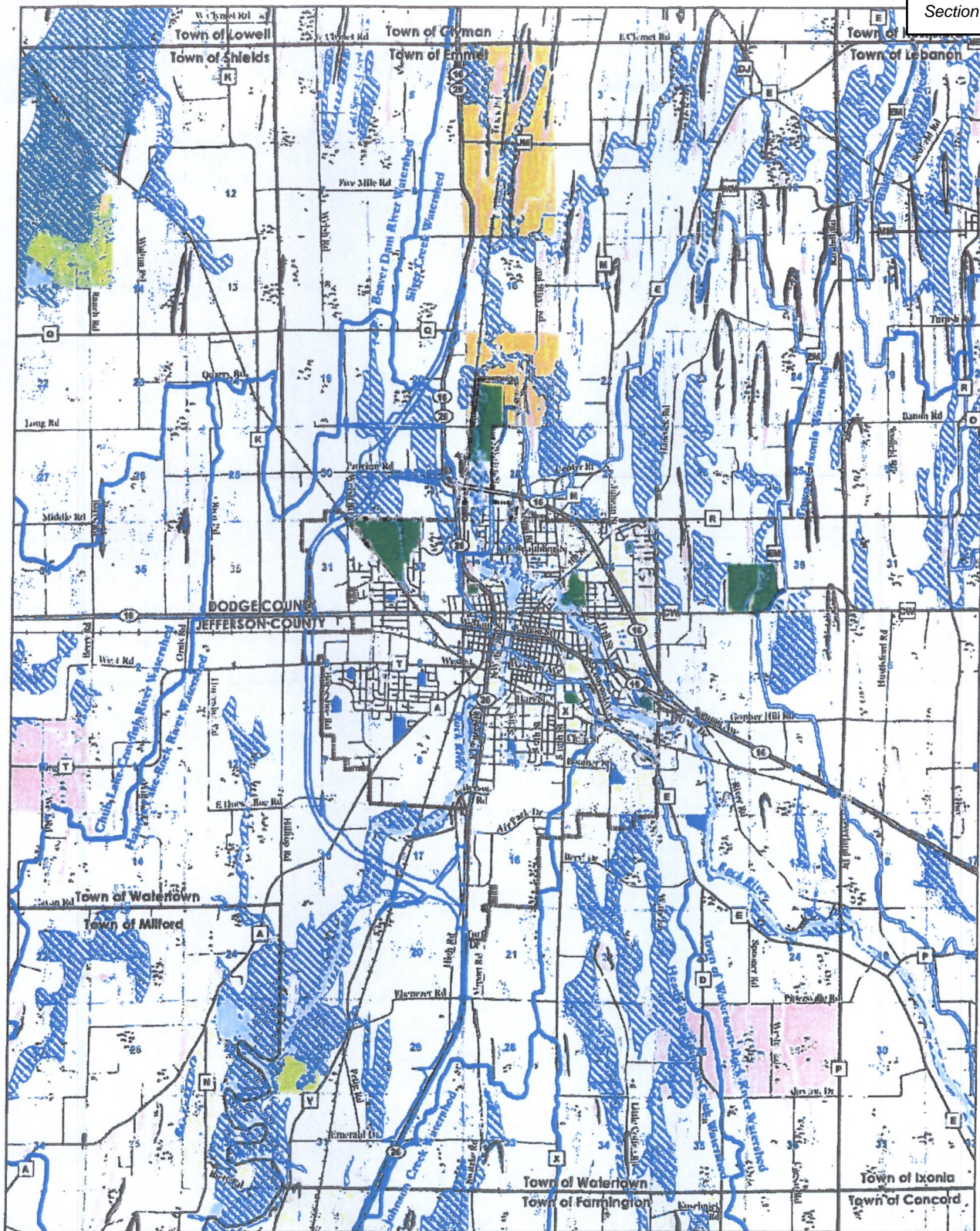
ENVIRONMENTAL HISTORICAL AND CULTURAL FEATURES OF THE TOWN OF
EMMET



INTERGOVERNMENTAL COOPERATIVE PLAN
UNDER WISCONSIN STATUTE SECTION 66.0307 BETWEEN
THE CITY OF WATERTOWN AND THE TOWN OF EMMET















175


EXHIBIT “E”
NATURAL FEATURES OF THE TOWN OF EMMET



Natural Features

City of Watertown Comprehensive Plan

- | | | | |
|---|---------------------------|---|----------------------------|
|  | City of Watertown |  | Proposed Highway 26 Bypass |
|  | Town Boundary |  | Right of Way |
|  | County Boundary |  | Railroad |
|  | Section w/ Section Number |  | Woodlands |
|  | State Highway |  | Public Parks & Recreation |
|  | County Highway |  | Public Conservancy |
|  | Local Road |  | Surface Water |

-  Watershed Boundary
 Wetlands
 Floodplain

- Steep Slopes**
- 12 to 20 Percent
- Over 20 Percent

- Sections Containing Rare or Endangered Species**
- Aquatic Species
- Terrestrial Species:
- ☒ Both Types



Source: ESRU, City of Watertown,
Counties of Dodge &
Jefferson LHO





**WISCONSIN DEPARTMENT OF
ADMINISTRATION**

177

WISCONSIN DEPARTMENT OF ADMINISTRATION

**APPROVAL of the COOPERATIVE PLAN
under Section 66.0307, Wis. Stats.**

between the

**CITY OF WATERTOWN and
TOWN OF EMMET,
DODGE COUNTY**

October 15, 2015

Introduction

In accordance with s. 66.0307(5) of the Wisconsin Statutes, the Wisconsin Department of Administration (Department) approves the *Intergovernmental Cooperative Plan between the City of Watertown and the Town of Emmet* (hereinafter called the Cooperative Plan).

The municipalities developed this Cooperative Plan for the following reasons:

- **Maintain Good Relationships** – the City and Town have enjoyed a positive relationship for many years and recognize their social community and shared business success. They desire to maintain and continue to build those ties.
- **Set Municipal Boundaries** - part of the Town is designated as future ‘City Growth Area’ with the remainder being designated as ‘Town Growth Area’. Establishing long-term boundaries will enable the City to grow in an orderly manner and provide the Town with certainty regarding its future.
- **Eliminate Town Islands** – enable the City to acquire existing Town islands and prevent their occurrence in the future. A number of town islands contain urban development but are not receiving city services, while other islands have become blighted.
- **Promote Compact Development** – lands within the City Growth and Town Growth Areas will be carefully planned and developed in accordance with the two communities’ comprehensive plans, ordinances, design standards, and municipal services.
- **Extraterritorial Jurisdiction** – the City agrees to relinquish its extraterritorial jurisdiction within the Town Growth Area.
- **State Highway 26 By-Pass** – the Wisconsin Department of Transportation has delineated the STH 26 By-Pass route around the City and completed construction of this new highway within the Town. This By-Pass tends to outline and define a City Growth Area within the Town which is best served with City municipal services. This Cooperative Plan sets forth City Growth Area specifics.

Public Hearing, Resolutions, Referenda and other Procedural Matters

Before a cooperative plan is submitted to the Department, a number of procedural steps must occur. These are:

- Joint initiating resolutions passed by each participating municipality authorizing its governing body to work to negotiate and develop the plan;
- A joint public hearing to receive comments from the public and other governmental bodies; and
- Resolutions adopted by each municipality to approve a final version of the cooperative plan and forward it to the Department for review.

The following procedural steps may occur:

- An advisory referendum; and
- A public hearing held by the Department.

No area residents requested that an advisory referendum on the Cooperative Plan be held, and no area residents requested that the Department hold a public hearing.

Authorizing resolutions were passed by the Town of Emmet on April 8, 2014 and by the City of Watertown on April 15, 2014. As required by s. 66.0307(4)(a) Wis. Stats., these resolutions were distributed to neighboring municipalities and other area jurisdictions.

The required joint public hearing was held on June 17, 2014. There were no appearances by any party, nor any comments made in writing.

After the public hearing, the Dodge County Land Resources and Parks Department submitted its required comment letter on July 16, 2014. The county is supportive of the Cooperative Plan Agreement and finds that it will have minimal effect on Dodge County.

The City of Watertown adopted a resolution approving the Cooperative Plan on August 6th, 2014 with the Town approving it on August 11th, 2014. The communities forwarded the Cooperative Plan to the Department for its statutory review on November 24, 2014.

On February 20, 2015, the Department granted the communities' request for a 90-day extension of the Department's review period in order to compile needed information regarding the Cooperative Plan's consistency with their comprehensive plans, and also to resolve questions regarding the mechanisms for transferring territory.

On May 18, 2015, the Department granted the communities' request for an additional extension in order to complete the needed information.

Approval Criteria Applicable to the Department

A cooperative plan shall be approved by the Department if the Department determines that each of the criteria in s. 66.0307(5)(c), Wis. Stats., is met. The following paragraphs describe how the communities' Cooperative Plan relates to these criteria. It is important to understand that this approval document is not a complete restatement of the plan. Those wanting to learn specific details, provisions, nuances, and conditions should look to the text of the Cooperative Plan itself, which is available from the City of Watertown and the Town of Emmet, and also at the Department of Administration's website at: <http://doa.wi.gov/municipalboundaryreview>.

(1) *The content of the plan under sub. S. 66.0307(3)(c) to (e) is sufficient to enable the Department to make the determinations under subds. 2 to 5m. s. 66.0307(5)(c)1, Wis. Stats.*

Information required by statute, and provided in a clear manner by the parties, includes the following fundamental details:

- **Territory subject to the Plan** – the territory subject to the Cooperative Plan is shown in Exhibits A, B, and C of the plan and includes all of the Town of Emmet.
- **Transfer of certain territory** – this Cooperative Plan results in the transfer to the City of four (4) designated Boundary Adjustment Areas located within the larger City Growth Area. These areas are shown at Exhibit B in the Cooperative Plan and are the following:
 - Welsh Road Area – shown as “1” in Exhibit C of the Cooperative Plan, this area will attach to the City in 3 years.
 - Brandt-Quirk Park Railroad Right-of-Way Area – shown as “2” in Exhibit C of the Cooperative Plan, this area will attach to the City in 1 year.
 - Highway 16 Railroad Right-of-Way Area – shown as “3” in Exhibit C of the Cooperative Plan, this area will attach to the City in 1 year.
 - Highway 16 Residential Area – shown as “4” in Exhibit C of the Cooperative Plan, this area will attach to the City in 10 years, unless residents’ private on-site wastewater treatment systems fail, in which case they must attach to the City earlier.

In addition to these designated areas which *shall* transfer to the City, two situations are identified where territory *may* transfer to the City. The two situations are:

- 1) Remaining City Growth Area – territory within the City Growth Area may also attach or annex to the City if requested by the landowner(s); and
 - 2) Future Town Islands – areas within the City Growth Area which become functionally surrounded by the City due to incremental attachments or annexations may be declared by the City to be *Town Islands* and attached by the City.
- **Revenue Sharing** – the City agrees to share property tax revenue with the Town from attached parcels within the City Growth Area, if those parcels assessed value exceeds \$1 million.
 - **Restrict Town Growth within City Growth Area** - parcels located in the City Growth Area, but still under Town jurisdiction, may develop but subject to certain limitations such as maximum density, lot creation and layout, design standards, street layout, issuance of building permits, and zoning enforcement.

180

- **Development in Town Growth Area** – the Town’s zoning will control development within the Town Growth Area. The Town intends to permit agricultural uses, low-density residential development, and some neighborhood/crossroads commercial development. Larger “big box” retail stores are only allowed upon the City’s consent.
- **Coordinate Comprehensive Plans** – the communities agree that the City’s comprehensive plan will take precedence in the City Growth Area while the Town’s comprehensive plan will take precedence in the Town Growth Area.
- **City Extraterritorial Powers** – the communities agree that the City’s extraterritorial plat review authority and extraterritorial zoning authority will be limited to the City Growth Area. City extraterritorial authorities will not apply within the Town Growth Area.
- **Incorporate a 2013 General Agreement** – the Cooperative Plan incorporates all provisions of a general intergovernmental agreement under s. 66.0301 Wis. Stats. that was previously entered into between the City and Town in 2000 and updated in 2013.
- **Establish Future Joint Discussion and Planning** – the City and Town agree to review the Cooperative Plan’s functioning at periodic intervals of at least every five years to ensure smooth and effective implementation.
- **Services** – the Cooperative Plan addresses a number of City services, such as sewer and water service as well as stormwater management, building inspection, zoning, and extraterritorial review.
- **Term** – the Cooperative Plan was approved by the parties on September 29, 2014 and is implemented on October 15, 2015, It will continue to operate for a 19-year period until its expiration on December 31, 2032.

The above information, along with other information included in the Cooperative Plan, provides sufficient detail to enable the Department to find that the standards in s. 66.0307(3)(c)1. Wis. Stats. have been met.

(2) *Is the cooperative plan consistent with each participating municipality’s comprehensive plan and with current state laws, municipal ordinances and rules that apply to the territory affected by the plan? s. 66.0307(5)(c)2 Wis. Stats.*

According to the City and Town, this Cooperative Plan is consistent with both communities’ comprehensive plans. Specific examples include:

- (a) Establishing Town boundary security to assist in future Town planning and budgeting efforts.
- (b) Resolving existing boundary, land use and municipal service issues between the Town and the City.
- (c) Pro-actively positioning the Town to avoid costly annexation lawsuits.

- (d) Providing continual development for the Town to replace tax base lost to City growth, so that the Town may also have an ever-renewing and expanding tax base and a pool of citizen leadership.
- (e) Planning and focusing growth into identified areas to ensure compatibility of land uses.
- (f) Working toward the development of consistent ordinances and building codes in order to regulate use, building location and appearance.
- (g) Meeting the objectives of Wis. Stat. § 66.1001(2)(g) by encouraging cooperative planning between the Town and the City.

This Cooperative Plan is also consistent with each community’s comprehensive plan because it incorporates the extra-territorial zoning and subdivision review, municipal revenue sharing, incorporation, and conflict resolution provisions contained in those plans.

The communities anticipate amending their comprehensive plans in the future in order to further integrate their Cooperative Plan with their comprehensive plans. Specifically, the Town agrees to amend its ordinances so as to require conditional use approval for all non-agricultural land divisions or development.

The City and Town believe that the Cooperative Plan is compliant with all federal, state, and local regulations, statutes, and ordinances. They have examined possible impacts, including environmental consequences to air, water, and land use among others, and find no adverse impacts or conflict with existing laws and regulations. Also, the Dodge County Land Resources and Parks Department reviewed the cooperative plan and indicated its strong support.

Additionally, none of Watertown or Emmet’s municipal neighbors have voiced any comments or issues of concern.

For the foregoing reasons, the Department finds that the Cooperative Plan is consistent with each community’s comprehensive plan and with all current state laws, municipal regulations and administrative rules and that the standard in s. 66.0307(5)(c)(2) Wis. Stats. is therefore met.

(3) Adequate provision is made in the cooperative plan for delivery of necessary municipal services to the territory covered by the plan. s. 66.0307(5)(c)(3), Wis. Stats.

Provision of future services was a primary impetus for this Cooperative Plan. The City of Watertown desires to expand in the most efficient manner possible, with new roads, sewer and water, and other infrastructure staged in an orderly and planned manner within the City Growth Area. The Town of Emmet meanwhile intends its Town Growth Area to remain primarily rural and low density in character, with lower service demands.

182

The services specifically addressed by the Cooperative Plan are:

- **Sewer and Water** – following attachment, properties within the City Growth Area are required to connect to the City’s municipal sewer and water systems within 1 year.
- **Building Inspections/Zoning Enforcement** – the City may perform all building inspection and zoning enforcement services and functions within the City Growth Area.
- **Extraterritorial Review** – the City agrees to limit its statutory extraterritorial review authority to within the City Growth Area. It waives its right to exercise extraterritorial review authority in the Town Growth Area.
- **Stormwater Management** – the Town and City agree to cooperate with stormwater management in the City and Town Growth Areas by reviewing water drainage tendencies.

For all the foregoing reasons, the Department finds that adequate provision has been made for the delivery of necessary municipal services to the agreement territory, and that the standard in s. 66.0307(5)(c)3, Wis. Stats., is met.

(4) The shape of any boundary maintained or any boundary change under the cooperative plan is not the result of arbitrariness and reflects due consideration for compactness of area. Considerations relevant to the criteria under this subdivision include quantity of land affected by the boundary maintenance or boundary change and compatibility of the proposed boundary maintenance or boundary change with natural terrain including general topography, major watersheds, soil conditions and such features as rivers, lakes and major bluffs. s. 66.0307(5)(c)(5), Wis. Stats.

This Cooperate Plan promotes a long-term, environmentally sound, compact and cost-effective pattern of future growth within the City Growth Area. The City and Town agree that the City Growth Area will be a transition area between the communities, which the City will gradually expand into as residents desire to develop their property and as municipal sewer and water and other city services become available. The communities acknowledge that haphazard or premature residential development could prevent efficient use of land resources and service provision. This Cooperative Plan also promotes a compact municipal boundary line by eliminating current town islands and peninsulas and preventing the creation of new ones.

The Cooperative Plan also promotes compactness by stabilizing land uses in the Town Growth Area, an area into which annexation will be limited. The Town desires to preserve working farms and sustainable agricultural development patterns.

Without this Cooperative Plan, development would still occur, however it could possibly be sprawling, unplanned, and inefficient, and could result in area farmers making an economic decision to abandon farming. This would blur the boundaries between the two communities and between urban and rural land uses.

183

For all of the foregoing reasons, the Department finds that this Cooperative Plan is compatible with the surrounding community, will result in compact municipal boundaries, and that the standard in s. 66.0307(5)(c)5, Wis. Stats., is met.

(6) *Any proposed planning period exceeding 10 years is consistent with the plan.*
s. 66.0307(c)6 Wis. Stats.

The planning term for the Cooperative Plan was approved by the parties on September 29, 2014 and shall expire on December 31, 2032. The basis for the 19-year planning term is that the communities believe this amount of time is necessary to protect existing Town landowners from annexation against their will and for the City to fully assimilate the territory in the City Growth Area in an orderly and cost effective manner.

Because of the scope of this Cooperative Plan, including the detailed service provisions, land transfers, and area protected from annexation, a term exceeding 10 years is appropriate. The Department therefore finds that the standard in s. 66.0307(5)(c)6, Wis. Stats., is met.

Approval

This Cooperative Plan meets the statutory criteria of s. 66.0307, Wis. Stats. Pursuant to authority found in s. 66.0307(5), Wis. Stats., the Wisconsin Department of Administration hereby approves the City of Watertown and Town of Emmet's Cooperative Plan.

Henceforth, amendments or revisions to the plan can only occur with the approval of the City and Town, and with the concurrence of the Wisconsin Department of Administration or any successor agency granted the authority to administer the provisions of s. 66.0307(8), Wis. Stats. This Cooperative Plan is implemented on October 15, 2015 and remains in effect pursuant to the language and terms contained therein.

Dated this 16 day of October, 2015, by the Wisconsin Department of Administration:



Ed Eberle, Administrator
Division of Intergovernmental Relations
Wisconsin Department of Administration

185