



## COMMON COUNCIL MEETING AGENDA

TUESDAY, SEPTEMBER 03, 2024 AT 7:00 PM

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

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

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

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. PLEDGE OF ALLEGIANCE**

**4. MINUTES OF COUNCIL MEETING HELD**

A. Meeting minutes from August 20, 2024

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

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

**6. REPORTS**

A. Finance Committee minutes from August 12, 2024

B. Town Square Programming Commission Minutes from August 21, 2024

C. RDA Minutes from August 21, 2024

**7. COMMUNICATION & RECOMMENDATIONS**

A. Future Land Use and Zoning

**8. NEW BUSINESS**

A. Convene into closed session per Wis. Stat. Sec. 19.85(1)(g) to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved (Hering, et al v. Rural Mutual Insurance Company, et al re: settlement update)

B. Reconvene into open session

**9. MISCELLANEOUS BUSINESS**

A. Payroll Summary - August 7, 2024 to August 20, 2024

**10. ORDINANCES**

A. Ord. 24-20 - Ordinance for Attachment of Real Estate by Boundary Adjustment from the Town of Emmet to the City of Watertown (Sponsor: Mayor McFarland From: Plan Commission, First Reading)

B. Ord. 24-20 - Ordinance for Attachment of Real Estate by Boundary Adjustment from the Town of Emmet to the City of Watertown (Sponsor: Mayor McFarland From: Plan Commission, Second Reading)

C. Ord. 24-21 - Ordinance to Amend Chapter 52, Article 1, Districts and Wards, of the City of Watertown General Ordinances (Sponsor: Mayor McFarland, First Reading)

- D. Ord. 24-21 - Ordinance to Amend Chapter 52, Article 1, Districts and Wards, of the City of Watertown General Ordinances (Sponsor: Mayor McFarland, Second Reading)
- E. Ord. 24-22 - Ordinance to Amend Chapter 550 Official Zoning Map of the City of Watertown (Sponsor: Mayor McFarland, From: Plan Commission, First Reading)
- F. Ord. 24-23 - Ordinance for Attachment of Real Estate by Boundary Adjustment from the Town of Watertown to the City of Watertown - N9009 County Road A (Sponsor: Mayor McFarland, From: Plan Commission)

## 11. RESOLUTIONS

- A. Exh. 9645 - Resolution for the Addition of Ward 23 Within the City of Watertown (Sponsor: Mayor McFarland)
- B. Exh. 9646 - Resolution to Discontinue Public Way on Jones Street, Near and About its Intersestion with North First Street (Sponsor: Mayor McFarland From: Plan Commission)
- C. Exh. 9647 - Resolution for Rock River Ridge Final Plat Resolution (Sponsor: Mayor McFarland From: Plan Commission)
- D. Exh. 9648 - Resolution to add Taxi Van to lease (Sponsor: Ald. Schmid, From: Transit Commission)
- E. Exh. 9649 - Resolution to enter into a State/Municipal Financial Agreement for reconstruction of Labaree Street between Boughton and Anne Streets in 2028 (Sponsor: Mayor McFarland from: Finance Committee)
- F. Exh. 9650 - Resolution to approve GRAEF USA, LLC General Municipal Engineering Services Agreement for Engineering Division ( Sponsor: Mayor McFarland From: Finance Committee)
- G. Exh.9651 Resolution for New Cingular Wireless PSC, LLC. (AT&T) Site WT/WI1058 License Agreement on O'Connell Water Tower (Sponsor: Alderperson Board From: Public Works Commission)
- H. Exh. 9652 - Resolution to adopt a Right-of-Way Dedication for 1911 Gateway Drive (PIN(s) 291-0815-1624-000, 291-0815-1624-002, 291-0815-1624-003, 291-0815-1624-004, 291-0815-1624-005, & 291-0815-1624-006) (Sponsor: Mayor McFarland From: Plan Commission)
- I. Exh.9653 - Resolution to amend payroll of dispatch and dispatch supervisor to 2024 payroll resolution (Sponsor: Mayor McFarland From: Finance Committee)

## 12. COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT

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

## 13. ADJOURNMENT

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

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

**Common Council Minutes  
Tuesday August 20, 2024**

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, August 20, 2024. This meeting was open for attendance in the council chambers as well as virtually.

**ROLL CALL**

Roll call indicated the following Alderpersons present: Ald. Davis, Lampe, Board, Bartz, Blanke, Smith, Schmid, Wetzel and Moldenhauer. City staff present were Police Chief David Brower, Finance Director Mark Stevens, Public Works Director Andrew Beyer, Zoning Administrator Brian Zirbes (virtually), Strategic Coordinator Mason Becker, Park and Rec Director Kristine Butteris (virtually), 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, August 6, 2024. Minutes were accepted with correction noted by Ald. Bartz.

**COMMENTS & SUGGESTIONS FROM CITIZENS PRESENT**

Kathy Riedl and Barrett Selck of 900 S. 8<sup>th</sup> St. spoke in appreciation to the purposed Inclusive Park. Eric Schmid of 605 LaFayette St. addressed comments being made regarding endorsements. Robert Feldman of 1300 Newcastle Ct., Joe Kallas of 1217 Douglas Ave., Laurie Hoffman of 1009 N. Second St., Mike Hoppenrath of 1302 Newcastle Ct., spoke opposing the rezone and compressive plan amendment for Allwardt St. Elizabeth Fritz of 112 N. Maple St. spoke in favor of the rezone and plan amendment. Kory Krieser made comment representing the developer for the Allwardt St project.

**PUBLIC HEARING**

Mayor McFarland opened the public hearing to Vacate and discontinue a portion of Jones Street open at 7:16pm, there being no comment, Mayor McFarland closed the public hearing at 7:16pm.

**REPORTS**

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

The following reports were received and filed: Finance Committee minutes from July 22, 2024, and Public Safety minutes from August 7, 2024.

**COMMUNICATIONS & RECOMMENDATIONS**

Mayor McFarland gave an update on the Inclusive Recreational Area at Riverside Park future project at Riverside Park – information will be made available on the city website.

Information on the upcoming Battle of the Badges Softball Game happening on August 25, 2024, was given and the FD Monthly Report for July was presented.

**NEW BUSINESS**

Ald. Board made a motion to approve the appointment of Carol Quest – serving her twenty-third one-year term expiring August 2025, Laci Cummings – serving her fourth one-year term expiring August 2025 and Tanya Reynen – serving her first one-year term expiring August 2025 replacing Tony Rauterberg to the Watertown Family Connections, seconded by Ald. Smith and carried by unanimous voice vote.

**ACCOUNTS PAYABLE**

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

Accounts Payable - July 2024 were presented.

**MISCELLANEOUS BUSINESS**

Payroll Summary - July 24, 2024 to August 6, 2024 and Cash and Investments - July 31, 2024 were presented.

**ORDINANCES**

Ord. 24-17 - Adopt Amendments to the 2019 City of Watertown Comprehensive Plan for 1310 Allwardt Street (Sponsor: Mayor McFarland From: Plan Commission, 2nd Reading). Ald. Lampe moved for adoption of ordinance 24-17 on its 2nd reading, seconded by Ald. Bartz. Ald. Schmid made a motion to table the ordinance to a later date, seconded by Ald. Moldenhauer and failed on by roll call vote: Yes-4; No-5(Davis, Lampe, Board, Bartz, Smith); Abstain-0. Motion failed by roll call vote: Yes-3; No-6 (Davis, Blanke, Smith, Schmid, Wetzel, Moldenhauer); Abstain-0.

Ord. 24-18 - Amend Chapter 550 Official Zoning Map of the City of Watertown to rezone 1310 Allwardt Street from SR-4, Single-Family Residential to MR-10, Multi-Family Residential (Sponsor: Mayor McFarland From: Plan Commission, 2nd Reading). Ald. Lampe moved for adoption of ordinance 24-18 on its 2<sup>nd</sup> reading, seconded by Ald. Bartz and failed by roll call vote: Yes-3; No-6 (Davis, Blanke, Smith, Schmid, Wetzel, Moldenhauer); Abstain-0.

Ord. 24-19 Adopt the Planned Unit Development (PUD) - General Development Plan (GDP) under Section 550-152 for Areas C(b), H, I, and K of Bielinski Hunter Oaks Development (Sponsor: Mayor McFarland From: Plan Commission, 2nd Reading). Ald. Smith moved for adoption of ordinance 24-19 on its 2nd reading, seconded by Ald. Wetzel and carried by roll call vote: Yes-9; No-0; Abstain-0.

**RESOLUTIONS**

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

Exh. 9638 - Resolution to approve Fire Station Utility Easement: (Sponsor: Mayor McFarland). Ald. Schmid moved to adopt resolution 9638, seconded by Ald. Bartz and carried by roll call vote: Yes-9; No-0; Abstain-0.

Exh. 9639 - Resolution to update the 2024 Payroll Resolution to adjust pay grade for Wastewater Division Laboratory Manager Grade J to Grade M (Sponsor: Mayor McFarland From: Finance Committee). Ald. Bartz moved to adopt resolution 9639, seconded by Ald. Board and carried by roll call vote: Yes-9; No-0; Abstain-0.

Exh. 9640 - Resolution to update 2024 Payroll Resolution to add position of Civil Staff Engineer (Sponsor: Mayor McFarland From: Finance Committee). Ald. Board moved to adopt resolution 9640, seconded by Ald. Lampe and carried by roll call vote: Yes-9; No-0; Abstain-0.

Exh. 9641 - Resolution to approve Wisconsin Department of Transportation (WisDOT) Urban Area Boundary Map (Sponsor: Mayor McFarland From: Plan Commission). Ald. Wetzel moved to adopt resolution 9641, seconded by Ald. Blanke and carried by roll call vote: Yes-9; No-0; Abstain-0.

Exh. 9642 - Resolution to award Bicycle and Pedestrian Network Master Plan Project to HKGI for \$99,700 and enter into three-party agreement (Sponsor: Steve Board From: Public Works Commission). Ald. Board moved to adopt resolution 9642, seconded by Ald. Bartz and carried by roll call vote: Yes-9; No-0; Abstain-0.

Exh 9643 - Resolution to apply and accept the Urban Forestry Catastrophic Storm Grant Resolution. (Sponsor: Mayor McFarland From: Finance Committee). Ald. Lampe moved to adopt resolution 9643, seconded by Ald. Moldenhauer and carried by unanimous voice vote.



Exh. 9644 - Resolution for Urban Forestry Grant (Sponsor: Mayor McFarland From: Finance Committee). Ald. Moldenhauer moved to adopt resolution 9644, seconded by Ald. Davis 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. Moldenhauer, and carried by unanimous voice vote at 8:27p.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>*



## FINANCE COMMITTEE MEETING MINUTES

MONDAY, AUGUST 12, 2024, AT 5:30 PM

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

Finance Committee members present: Mayor McFarland, Alderpersons Bartz, Davis, Lampe, and Moldenhauer

Others present: Finance Director Stevens, Attorney Chesebro, Public Works Director Beyer, Lisa Schwartz, Maureen McBroom, Media & Communications Director Famularo (video), Fire Chief Reynen (video), Street Operations Manager Winkelman (video), fire and police union members

1. Call to order. Mayor McFarland called the meeting to order at 5:31 p.m.
2. Ald. Davis, seconded by Ald. Bartz, approved the **minutes from the July 22 Finance Committee meeting**. Unanimously approved.
3. Ms. Famularo requested to have the **pay grade of the Media Productions Manager** reviewed by our HR consultant. A motion was made by Ald. Lampe, supported, by Ald. Bartz, to approve. Unanimously approved.
4. Mr. Beyer requested approval to submit **payroll resolution adjustments** to a) increase Wastewater lab manager from Grade J to M, and b) to add civil staff engineer position as Grade M. Ald. Davis moved, seconded by Ald. Lampe, to approve. Unanimously approved.
5. Mr. Stevens provided a memo summarizing the pay modifications in the fire and police departments due to **compression issues** as of the July 1 union pay increases.
6. Mr. Stevens presented an update on the **health plan search** results. Our agent is still anticipating additional responses later in the week. At this point, a Dean HMO plan offer has been received that has a similar plan design to the WI ETF plan.
7. Parks Director Butteris requested permission to apply and accept a grant of \$12,800 from the WI **DNR Urban Forestry Catastrophic Storm** fund. Motion was provided by Ald. Davis, second by Ald. Moldenhauer, and unanimously approved.
8. Parks Director Butteris requested permission to apply for the annual **Urban Forestry** grant, a 50/50 match for a total project cost of \$50,000. This is for the 2025 budget year. Ald. Bartz made the motion, supported by Ald. Lampe. Unanimously approved.
9. Parks Director Butteris requested acceptance of a \$365 **grant from the Wisconsin Park & Recreation Association Foundation** to attend a financial sustainability program. Ald. Lampe motioned, Ald. Davis seconded, to approve the acceptance of this grant. Unanimously approved.
10. Ms. McBroom reviewed the **grant submittal results** from recent years. Twelve grants totaling in excess of \$5.4 million have been awarded the City since 2022 for streets, transportation alternatives, and storm water planning, allowing greater progress in all of these arenas.
11. Mr. Stevens provided an update on the **estimate for next year's expenditure restraint**. The Net New Construction estimates were released by Wisconsin DOR as well as another month's CPI-U. At this point, our maximum increase in 2025 expenditures is \$696,756.

12. Ald. Moldenhauer moved, supported by Ald. Bartz, to convene into **closed session** per Wis Stat. Sec. 19.85(1)(e) to deliberate or negotiate the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session (**City-Library MOU**). Approved unanimously by roll call vote.
13. The committee reconvened into open session.
14. **Finance Committee adjournment.** Ald. Moldenhauer moved, seconded by Ald. Lampe, to adjourn the Finance Committee at 7:07 p.m., and carried by unanimous voice vote.

Respectfully submitted,

Mark Stevens, Finance Director

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



## TOWN SQUARE PROGRAMMING COMMISSION MINUTES

WEDNESDAY, AUGUST 21, 2024

514 S. FIRST STREET, BRANDENSTEIN ROOM

1. **Call to order** at 12 noon. Brian Konz, Robin Kaufmann, Jody Purtell, Dan Bartz, Ericka Schneekloth, Dave Zimmerman. Not present: Bonnie Hertel
2. **Review and approval of minutes** from June 19, 2024  
change to Robin's last name Kaufmann – Kaufmann motioned, Bartz second
3. **Review and approval of financial reports**  
Requested Mark Stevens to attend next two meetings to get some further clarification on future fund charges. Bartz motioned, Schneekloth seconded
4. **Citizens to be heard**  
John Cattish 204 Main Street present. He had concern about Jersey barriers – vehicles are driving around barriers on Water and Main – Told him we will contact Streets about widening jersey barriers to alleviate the issue.
5. **Business**
  - a. Discuss: topic of transitioning from less city sponsored events to more private rentals - Majority in agreement to try to transition some weekends to private/public events and less city sponsored events
  - b. Discuss and recommend number of concerts for 2025 Season - First year was 8 concerts, This year we have scheduled 11 concerts, Thinking on 9 total concerts next year – or 7 is a good number if September concerts are not well attended this year.
  - c. Discuss: other types of entertainment we would like to provide 2025: Concerts, art classes, tree lighting, jingle bell on the rock, Thursday night markets, Food Truck Sundays with open mic, Boo Bash  
And add more for winter – Jan, Feb, Mar
  - d. Discuss and review: advertising options for 2025: Schneekloth recommended not advertising in the paper. Stick with Instagram, snapchat, tiktok in addition to facebook. Kaufmann reminded for facebook posts not to repeat information, switch it up every post, cross promotion with bands. Konz also recommended not spending money the paper, leveraging the bands media
  - e. Review: Public Safety suggestions for Water Street Parking Concerns: Bartz said no parking on that street would be his recommendation.
  - f. Discuss: Commission input for RINKA – reminder of meeting on August 28th 5:30 Library – Rock River Corridor meeting
  - g. Discuss: Request for Installing Visual Communication Board TABLED
6. **Event Coordinator's report**

Schneekloth likes the new weekly calendars that are being shared on social. Konz likes as well. Boo Bash Update– Main St. is not going to do Pumpkin Palooza, no business trick or treating, BFTS is going to do the trick or treating and make a big event around it. Ixonia Bank will be donating \$1000 for assisting with the cost along with Dave Yelk donating \$250 to cover cost of Watertown Players.

Grants/Scholarships – received the last of the Future Fund money \$50,000 from WRMC  
Needs added for Zimmerman – new benches, more picnic tables, shelter cover for bands.

**7. Adjournment** Zimmerman motioned, Purtell second







### Play Communication Board

Talking to friends is so much fun, pictures help us talk with everyone!

|              |      |           |      |       |        |       |          |       |       |
|--------------|------|-----------|------|-------|--------|-------|----------|-------|-------|
| bandaid      | fun  | ice pack  | time | chase | run    | climb | push     | swing | slide |
| not on board | fast | hot       | slow | up ↑  | down ↓ | in    | out      | on    | off   |
| me           | my   | not/don't | come | do    | ready  | how   | all done | silly | good  |
| listen/hear  | help | eat       | get  | give  | go     | where | big      | happy | more  |
| tell         | stop | play      | turn | want  | wait   | there | there    | sad   | quiet |

yes ✓

no ✗

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# COORDINATOR'S REPORT

as of August 16, 2024

## 2024-25 CURRENT CALENDAR OF EVENTS

THE SUMMARY BELOW IS THE TENTATIVE STATUS OF SCHEDULING



Aug 16: Share the Love Series (Fri 5-8)

Aug 17: Ask Your Mother (Sat 7-9)

**UPDATE!** Aug 18: Art at the Square-kids craft (Sun 1-3) – moved to Sept

Aug 19: Food Truck Mondays (Mon 4-7)

**UPDATE!** Aug 22: Thursday Night Markets (Thur 4-7) Added Pop In & Paint booth; Versiti Blood Drive

Aug 23: Share the Love Movie (Fri 6-9)

Aug 24: Bootjack Road Band (Sat 7-9)

Aug 25: Koine Concert (Sun 3-7)

**UPDATE!** Aug 25: Family Fun Day (Sun 11-1) Changed to Battle of the Badges at Riverside Park

Aug 26: Pop-Up Lunch Express (Mon 11-2)

Aug 26: Food Truck Mondays (Mon 4-7)

**NEW!** Aug 27: YMCA Body Balance (Tues 9-10)

Aug 31: Fiesta @ the Square (Sat 10-7)

Sept 7: Last Bees (Sat 7-9)

Sept 9: Food Truck Mondays (Mon 4-7)

Sept 14: Back Bay Band (Sat 7-9)

Sept 16: Food Truck Mondays (Mon 4-7)

**NEW!** Sept 18: Urban Poling (Wed 10:30am)

Sept 22: Art at the Square (Sun 1-3)

Sept 23: Pop-Up Lunch Express (Mon 11-2)

Sept 23: Food Truck Mondays (Mon 4-7)

**UPDATE!** Sept 26: Thursday Night Markets (Thur 4-7) added Wilders Plant Class 5:30

**NEW!** Sept 29: Calvary Full Orchestra

Sept 30: Food Truck Mondays (Mon 4-7)

Oct 7: Food Truck Mondays (Mon 4-7)

Oct 14: Food Truck Mondays (Mon 4-7)

**NEW!** Oct 19: Hope Church Event

Oct 21: Food Truck Mondays (Mon 4-7)

**UPDATE!** Oct 26: Boo Bash (Sat 11-3)

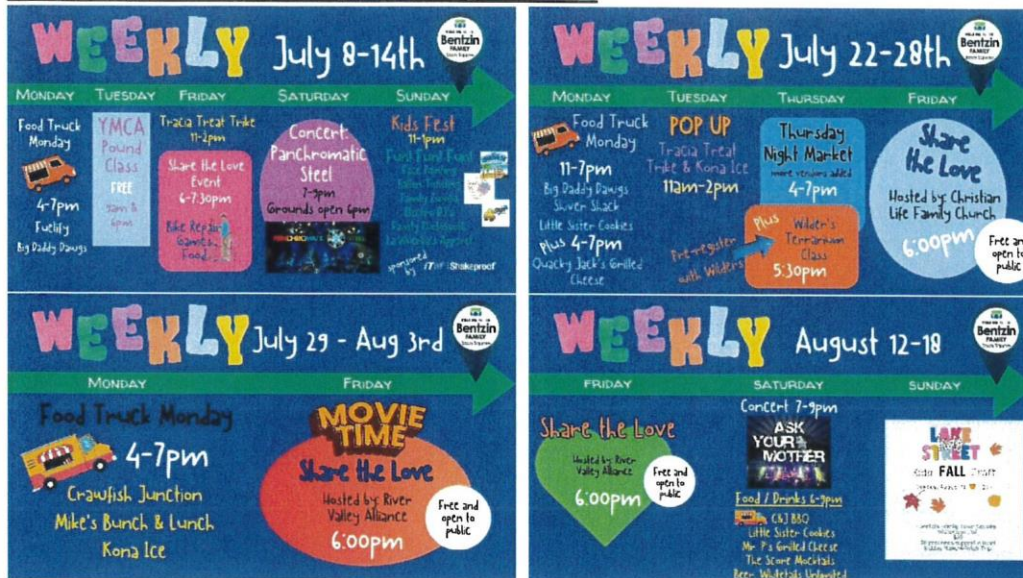
Nov 16: Tree Lighting (Fri 5:30-7)

Dec 7: Jingle Bell on the Rock (TBD)

**NEW!** Sept 6: Boogie & and Yo Yoz (Sat 6-9)

## Weekly Calendars you Requested

Section 6, Item B.



## NEW Grants & Sponsorships Update

Ixon Bank donated \$1000 – Boo Bash Main Sponsor  
Received the last \$50,000 payment from WRMC

## Needs

Moveable Picnic tables and benches  
Umbrellas for chairs by river  
10x10 Custom tent  
Custom Sign with Splash Pad Hours and Rules

## Maintenance Updates at the Square

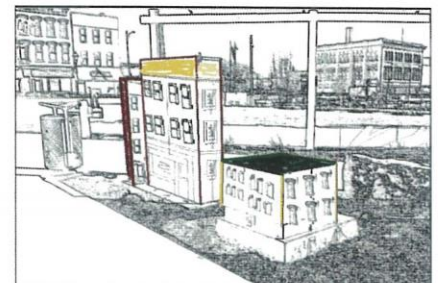
- Water test update: Inquired again on water levels 8/13/24 **See current bill in packet**
- Restrooms: The PD has been locking up after each concert they are present for. The Library has been auto locking at a time sent by us for non-city sponsored events. This seems to be working. Still working on MOU finalization.
- Community Table update from Kristine

## Artwork Submissions

**This had to take a back seat due to events. Does anyone want to help with leading this project?**

From Steven: My first concern is whether the boxes are the City's or if they belong to a utility that has an easement. If the boxes are the City's and your committee overseeing the square wants to move forward. I would suggest having them draft a proposal or example before permitting them to actually paint the boxes. The City or at least a committee should be approving the design instead of letting a third party paint whatever they want to. They should also let you know what materials they intend to utilize on the boxes, or you should dictate what types of materials they can use to ensure that they do not cause any damage to the box and that the work will last without becoming a blight.

Our committee, along with the Mayor will be the voting committee on design.







|  |         |
|--|---------|
| 33 RPM July 19, 2024   |         |
| Costs  |         |
| 33 RPM   | \$4,000 |
| Green Room Refreshments/Wa   | \$47    |
|  |         |
|  |         |
| Total  | \$4,047 |
| Revenue  |         |
| Rotary   | \$250   |
|  |         |
|  |         |
| Total  | \$250   |
| Does not include: labor, concessions in parks or everyday costs such as water, theeder, etc. |         |
| Attendance   | 500     |
| Bar Revenue (profit)   | \$594   |
| Bar Tips   |         |
| NET (\$3,797)  |         |
| Rotary net income for this event is \$1,712.58   |         |
| Expenses – Total = \$1074.87   |         |
| Park & Rec Fee - \$250   |         |
| Trailer - \$225  |         |
| Coolers \$6.33   |         |
| Cost of beer sold - \$593.54   |         |

Food Trucks Stats 2024 Thru July

| Date   | Vendor               | Event           | Location | Served   |               | Response  |
|--------|----------------------|-----------------|----------|----------|---------------|---|
| 15-May | Quacky Jacks         |                 | SC       | 100      |               | Happy   |
| 15-May | Fuelify              |                 | SC       |          |               | not happy due to Quacky Jacks selling same drinks |
| 18-May | Big Daddy Dawgs      | Birthday Bash   | BFTS     |          |               | not happy   |
| 18-May | Sugar Spun           | Birthday Bash   | BFTS     |          |               | not happy   |
| 18-May | C&J BBQ              | Birthday Bash   | BFTS     |          |               |   |
| 18-May | Score                | Birthday Bash   | BFTS     |          |               |   |
| 18-May | Pizza Ranch          | Birthday Bash   | BFTS     |          |               |   |
| 6-Jun  | Fuelify              | Schools Out     | BFTS     |          |               |   |
| 6-Jun  | Quacky Jacks         | Schools Out     | BFTS     | 112      |               | happy   |
| 8-Jun  | Iron Pig             | Boy Band        | BFTS     | 80       | \$20 avg sale | Better than expected-mac & cheese was fav         |
| 8-Jun  | Score                | Boy Band        | BFTS     | sold out |               |   |
| 8-Jun  | Big Daddy Dawgs      | Boy Band        | BFTS     |          |               |   |
| 10-Jun | Quacky Jacks         | FTM             | BFTS     | 220      | sold out      | happy   |
| 10-Jun | Marias Taco Truck    | FTM             | BFTS     |          |               |   |
| 12-Jun | Little Sister Cookie |                 | SC       | 45       | 234 cookies   | happy   |
| 14-Jun | Tracia Treat Trike   |                 | SC/BFTS  | 20       | 1-hour        | happy once we moved to BFTS                       |
| 15-Jun | Shiver Shack         | Conscious Pilot | BFTS     |          |               |   |
| 15-Jun | C&J BBQ              | Conscious Pilot | BFTS     |          |               |   |
| 15-Jun | Marias Taco Truck    | Conscious Pilot | BFTS     |          |               |   |
| 15-Jun | Score                | Conscious Pilot | BFTS     |          |               |   |
| 18-Jun | Quacky Jacks         | FTM             | BFTS     | 90       | sold out      | Happy   |
| 18-Jun | Jandy's Base Camp    | FTM             | BFTS     |          |               |   |

|        |                      |                              |      |          |             |   |
|--------|----------------------|------------------------------|------|----------|-------------|---|
| 24-Jun | 18 Acres             | Pop Up Lunch Express 11-2    | BFTS |          | \$500 sales |   |
| 24-Jun | Harvest Moon Coffee  | Pop Up Lunch Express 11-2    | BFTS | 5        |             | did not do well--would prefer morning next it out.  |
| 24-Jun | Buddha Belly Pizza   | FTM                          | BFTS | 50       |             | Iron Pig broke down - Buddha only one   |
| 27-Jun | Buddha Belly Pizza   | TNM                          | BFTS | 55       |             | We sold roughly 55 meals. That's about what we like to shoot for as a minimum for events we pay a fee to. So on the lower end but not bad. As the event gains popularity that'll only go up. My only suggestion is logistical. Possibly blocking off the road with more mobile means. Those concrete barriers don't allow any organizational passage. If you guys were even in charge of that   |
| 27-Jun | Tracia Treat Trike   | TNM                          | BFTS | 84       | \$337       | did very well   |
| 27-Jun | Quacky Jacks         | TNM                          | BFTS | sold out |             |   |
| 29-Jun | Crepes               | NEW Dueling Planos           | BFTS | 50       |             | It sure was a perfect night for the concert and Dueling Piano's was awesome.<br>* We served approximately 50 customers and sold 51 crepes, 10 bags of chips, two ice cream cups, and about five drinks (soda/water).<br>* We definitely feel we did well at the event. It was our first time and we sold out. We now have a better idea for planning because we closed about half an hour early and could easily have sold 10-20 more crepes.<br>* I think it is great how organized and involved you and Stephanie are. We had no questions and received a great amount of help. I also appreciated the police officers being there as part of the event and their willingness to help. Other than the above, we were so busy inside that we didn't have a chance to experience much of the rest of what was going on. I think the concerts are definitely a great draw for the community. |
| 29-Jun | Big Daddy Dawgs      | NEW Dueling Planos           | BFTS | 150      |             | I served about 150 customers and did very well. The last couple events I had quite a few customers ask if I had any drinks and they were frustrated that I had to point them to The Score for a soda. I get that we don't want to step on other vendors toes, but it is a hassle for customers to wait in line for food and then have to spend more time waiting in another line just to get a soda or water. People come to these events to have a good time, not to wait in multiple lines. My opinion is that if any vendor wants to serve soda/water they should be able to provide that service for their customers. Any other "mocktail" or specialty drink can be had by another vendor.   |
| 8-Jul  | Big Daddy Dawgs      | FTM                          | BFTS |          |             |   |
| 8-Jul  | Fuelify              | FTM                          | BFTS |          |             |   |
| 12-Jul | Quacky Jacks         | Pop Up                       | SC   |          |             | did ok--not as good   |
| 13-Jul | Mikes lunch & brunch | PanChromatic Steel-shortened | BFTS | 33       |             | says she did not like way trailer was situated  |
| 13-Jul | Big Daddy Dawgs      | PanChromatic Steel-shortened | BFTS | 30       |             | during Jefferson County Fair & concert at drafty after beer walk  |
| 14-Jul | Sugar Spun           | Kids Fest                    | BFTS | 20       |             |   |
| 14-Jul | Shilver Shack        | Kids Fest                    | BFTS |          |             | said they did well  |
| 15-Jul | Pizza Ranch          | FTM                          | BFTS |          | \$52        |   |
| 15-Jul | 18 Acres             | FTM                          | BFTS |          |             | Not good=very slow  |
| 16-Jul | Jandy's Base Camp    | pop up                       | BFTS |          |             |   |
| 17-Jul | Sweet Talkin Treats  | Pop Up w/ YMCA               | BFTS | 15       | \$30        | pretty slow-they need to promote more and thinks they have storefront is issue. May do better if part of a bigger event. Was happy to try new things  |
| 19-Jul | Shilver Shack        | 33 RPM                       | BFTS |          |             |   |
| 19-Jul | Quacky Jacks         | 33 RPM                       | BFTS |          |             |   |
| 19-Jul | Pizza Ranch          | 33 RPM                       | BFTS | 72       |             | handed out 50 coupons for buffets   |
| 19-Jul | Score                | 33 RPM                       | BFTS |          |             |   |
| 22-Jul | Little Sister Cookie | FTM & pop up all day         | BFTS | 50       | 180 cookies | not best day but not worst  |
| 22-Jul | Quacky Jacks         | FTM pop up only 4-7          | BFTS |          |             |   |

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|        |                       |                      |      |          |      |   |                    |
|--------|-----------------------|----------------------|------|----------|------|---|--------------------|
| 22-Jul | Shilver Shack         | FTM & pop up all day | BFTS |          |      |   |                    |
| 22-Jul | Big Daddy Dawgs       | FTM & pop up all day | BFTS | 100      |      | all in all success--happy with pop up                     | Section 6, Item B. |
| 23-Jul | Jandy's Base Camp     | Pop up               | SC   | 6        |      |   |                    |
| 23-Jul | Kona Ice              | Pop up               | BFTS | 35       |      | knows this is a trial-did not hit their minimums          |                    |
| 25-Jul | Big Daddy Dawgs       | TNM                  | BFTS | 125      |      | success   |                    |
| 25-Jul | Little Sister Cookies | TNM                  | BFTS | sold out |      | happy   |                    |
| 25-Jul | Kona Ice              | TNM                  | BFTS | 65       |      | very happy  |                    |
| 29-Jul | Crawfish Junction     | FTM                  | BFTS |          |      | not great but willing to stick it out to see if it builds |                    |
| 29-Jul | Mikes lunch & brunch  | FTM                  | BFTS |          |      | broke down-did not come                                   |                    |
| 29-Jul | Kona Ice              | FTM                  | BFTS |          |      | not great but willing to stick it out to see if it builds |                    |
| 14-Aug | Jandy's Base Camp     | Pop Up               | SC   |          | CXLD |   |                    |

## Non-City Sponsored Events 2024 Thru Beg August

| Date   | Business          | Event                   | Amt Pd | Other Vendors           | Attendance | Notes  |
|--------|-------------------|-------------------------|--------|-------------------------|------------|--|
| 6-Jun  | Fuelify           | Schools Out Hang Out    | 0      | Fuelify - Quacky Jack's | 112        | Great turnout  |
|        |                   |                         |        |                         |            | We had approximately 120 people between 6 to 8:30 pm. We had some people that had never been down to the square, especially some of our older members of the congregation. It is a beautiful location and I think it was a success as we will plan to do it again next year. With the bridge being out, there was little foot traffic or vehicle traffic that passed by. It will be nice when the bridge is completed and make the downtown even better. We kept the fountains on. There were families that came for that purpose. We tried to pick up everything. |
| 14-Jun | Share the Love    | Faith Lutheran          |        | NA                      | 120        |  |
| 17-Jun | Sassy Sweets      | Cookie Decorating class |        |                         | cxld       | low registrations  |
| 19-Jun | YMCA Popup 9:30am | 1 hr                    | 0      |                         | cxld       |  |
| 19-Jun | YMCA Zumba 6pm    | 1 hr                    | 0      |                         | 7          | no new members-rain before class-they did not advertise well   |
| 23-Jun | Art in Park       | Set Apart Art           |        |                         | cxld       | low registrations and poor weather   |

I thank you so much for all of

*Section 6, Item B.*

weekend's event a success! We had about 200 people in attendance based on those pre-registered and those who registered on-site. Our team feels it was 100% a success—our goal was for people to connect and meet each other while creating excitement about our next location. We feel like both objectives were met. The space is absolutely beautiful and conducive to big groups. The splash pad was a hit! I don't think I have anything we would change. Again, appreciate all your help to make the space welcoming with lots of places where people could hang out (picnic tables, high top tables, benches, etc.)

|        |                       |                        |     |                |     |  |
|--------|-----------------------|------------------------|-----|----------------|-----|--|
| 29-Jun | Hope Church           |                        | 450 | Glenns Catered | 200 |  |
| 29-Jun | Kids Time in the Park | 1 hr 7th Day Adventist | 0   |                | 12  | <p>We had a handful of visitors, beyond the people that came from the church. It didn't turn out quite as we had planned, but I think we had some nice connections.</p> <p>Thanks so much for letting us use the upper area until the next group needed it for set up. It was much more visible being there and cooler also in the shade. The lower area probably would not have worked so well, but we have wisdom for next time. Since I hadn't seen the area previously, it was</p> |

|        |                            |                                    |     |            |         |   |
|--------|----------------------------|------------------------------------|-----|------------|---------|---|
|        |                            |                                    |     |            |         | hard to know what to expect, but all  |
|        |                            |                                    |     |            |         | <div>Section 6, Item B.</div> <div>Thanks for working with us to provide this event!</div>  |
| 9-Jul  | YMCA Pound class 9am       | 1 hr                               | 0   |            | 10      | all Y members   |
| 9-Jul  | YMCA Pound class 6pm       | 1 hr                               | 0   |            | 16      | 2 non-Y members   |
| 12-Jul | Share the Love             | 1st Baptist Church Outreach        | 130 |            | 80      | Felt it was a success!  |
| 17-Jul | YMCA Pop UP                | Sharon's Events                    | 0   |            | 12      | Was a win!  |
| 17-Jul | Sweet Stop                 | Sweet Talking Treats               | 0   |            | 10      | Not great. 9:30-1pm   |
| 19-Jul | Share the Love Movie Night | River Valley Alliance              | 130 |            | 140     | Happy with turnout--  |
| 25-Jul | Terrarium Class            | Wilders                            | 50  | during TNM | 13      | \$50 was shared registration fees--went great   |
| 26-Jul | Share the Love             | Christian Life family church       | 130 |            | 50-100  |   |
| 28-Jul | Sunflower Board Day        | Set Apart Art                      | 0   |            | 20      | very happy  |
| 2-Aug  | Share the Love Movie Night | River Valley Alliance              | 130 |            | 148     | successful  |
| 3-Aug  | WRMC                       | Breast Feeding Coalition           | 180 |            | cxld    | Cancelled - did not ask for refund as of 8/14/24  |
| 11-Aug | Community Worship Service  | Immanuel Evangelical Luther Church | 130 |            | 150-175 | Happy-loved having restrooms from library-people did not come due to lack of parking due to bridge. Handicapped signs were never delivered to them. |





**Wednesday, August 21, 2024, 6:00 pm**

In-PERSON/VIRTUAL MEETING

Room 0041, City Hall

**By Phone or Zoom Meeting:**

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

For the Public, Members of the media and the public may attend by

calling: (US) +1 (646)931-3860

Meeting ID: 617-065-5357

Pass Code: 959083

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

**RDA STRATEGIC PRIORITIES**

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

2) Facilitating quality development in downtown, and

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

1. Pledge of Allegiance
2. Roll Call
  - A. Present: Becker, Board, Nowatka, Zimmermann, Wagner, Maas, & Lampe.
  - B. Virtual: RINKA/Kapur representatives
  - C. Absent: Hurtgen (excused)
  - D. Other attendees: John Kadesh, Alex Savath, and Tom Coogan
3. Determination of Quorum and Call to Order at 6:01 pm
4. **Review/Approve:** Minutes of Previous Meetings – July 17, 2024
  - A. **Board motioned to approve.**  
**Wagner seconded the motion. Motion carried unanimously.**
5. Public Comment: None
6. Tom Coogan from the Wisconsin DNR presented on concepts relating to brownfield redevelopment and resources available to assist with projects and remediation.
7. Old Business:
  - A. Eric Mayne from RINKA presented an update on the Downtown River Corridor planning previewing the RDA's open house on August 28<sup>th</sup> at the Watertown Public Library. There was discussion following.
  - B. Beltz Foundation Downtown Grant: The Drafty Cellar submitted an application for a planned business addition.  
**Nowatka motioned to approve the application.**  
**Zimmerman seconded the motion. Motion carried unanimously.**
  - C. 111 S Water St: Mason shared he and Mayor McFarland will be meeting with an interested developer to get a sense of preliminary development concepts they have prepared for 111 S. Water St.
8. New Business:
  - A. Becker shared the need for a budget modification request to attend the WEDA Conference. The RDA will pay for conference fee and hotel stay using unspent funds in the marketing account.  
**Nowatka motioned to approve**  
**Board seconded the motion. Motion carried unanimously.**

9. Status Reports:

- A. Becker shared the first project of the Housing Rehab Grant Program has been completed and the city's finance director will be transferring the ARPA funds designated for this program to the RDA to facilitate grant payments.
- B. Copy of the latest social media report was shared.
- C. Board gave an update from the latest Common Council meeting. Topics included the outcome on the Allwardt St. rezoning and plan amendment, the vacation of the "stub end" on Jones St. and the progress on the inclusive park.
- D. Executive Director Update
  - 1. Reminder the Downtown River Corridor Open House will be August 28, 2024, at 5:30pm at the Watertown Public Library.
  - 2. Next Meeting: Wednesday, September 18, 2024, at 6 pm.

10. Adjournment at 7:20 pm

**Wagner motioned to adjourn.**

**Nowatka seconded the motion. Motion carried unanimously.**

**Meeting adjourned.**

## What Is Future Land Use?

Adopted on the future land use map in a local jurisdiction's comprehensive plan, future land use categories designate the general location, distribution, and extent of land uses within a community. The purpose of the future land use categories is to guide the growth and development of a community by planning the location and character of mixed-use centers, neighborhoods, commercial areas, office and professional areas, industrial areas, public services, infrastructure, and environmental assets. By planning how land is used, future land use policies ensure compatibility between adjacent land uses, provide for anticipated growth, ensure the availability of public facilities, services, and resources, and protect vital environmental resources and community assets.

## What Is Zoning?

Adopted on the zoning map with a local jurisdiction's land development regulations, zoning designations define the specific development standards for each land use designation. Zoning designations are specific and detailed. Zoning standards establish regulatory requirements pertaining to unit types and numbers, building square footage, lot size, architectural design, buffering, screening, and/or landscaping, transportation systems, utilities, recreation facilities, signage, lighting, length or type of occupancy, and construction materials and phasing.

By creating these site-specific, detailed regulatory requirements, zoning standards do not just give a general description of how a community is to be developed, but specify how each piece of land is to be developed consistent with the community's overarching future land use policies.

# The Connection between Future Land Use and Zoning

Future land use policies and zoning regulations work in tandem to create a full picture of how land will be used. Future land use categories help guide the growth and development of a community while zoning designations define the specific standards for how land is to be developed.

Communities are not static entities and change with time. This also means the needs of the community might change in a way that warrants a change. Future land use categories may be changed through amendments to the adopted comprehensive plan and zoning designations may be changed through changes to the zoning map. The process to amend the comprehensive plan and change the zoning map is completed through a public process that considers the effects of the proposed change on the surrounding land uses, availability of public services, and community goals. Zoning changes also consider the compatibility of the change with the adopted future land use category. If a zoning map change would create an inconsistency, a change to the future land use map must be done as well.

## Land Use Toolbox



**Comprehensive Plan** describes the future vision of the community and how to achieve that vision.

**Zoning Ordinance** regulates land use, density, and dimensions of lots and structures.

**Land / Subdivision Ordinance** regulates the division of land, street and lot layout, and improvements.

# **Future Land Use Descriptions**

## **2019 Watertown Comprehensive Plan**

Figure 7.7 Future Land Use and Existing Zoning District Translation

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

## **Agriculture**

Areas shown in this land use category are intended for agricultural uses, farmsteads, and rural housing where the cumulative development density will not exceed one lot for every 35 acres of land. The majority of land around the periphery of the City has been mapped as Agriculture, with the exception of some areas where residential development has already occurred. County exclusive agricultural zoning is appropriate for this land use category.

### **Policies and Programs:**

1. Fully exercise the City's authority to review proposed land divisions within the City's extraterritorial jurisdiction to help ensure the implementation of this desired future land use category.
2. Support land developments in this area only when they are clearly consistent with the category description and when proposed housing density is not greater than one residence (or other non-farm use) per 35 acres. A maximum buildable lot size of two acres is recommended.
3. Do not extend sanitary sewer service or public water service into Agricultural areas until and unless the city changes the future land use category for such areas through a Comprehensive Plan amendment (see the Implementation Chapter).
4. Work with the adjoining towns and Dodge and Jefferson Counties to implement these policies and programs in a cooperative manner, where possible.

### **Single-Family Residential—Unsewered**

This future land use category is intended to accommodate areas of existing single-family detached residential development served by onsite wastewater treatment (septic) systems. This area is mapped in the City’s extraterritorial jurisdiction only in areas where development of this type has already occurred. Where such land use might occur in the City limits, the City’s existing Rural Holding (RH) District may be the most appropriate zoning district for this land use designation.

#### **Policies and Programs:**

- Exercise the City’s extraterritorial land division review authority to ensure that new Single-Family Residential—Unsewered development is not permitted within the City’s extraterritorial jurisdiction.

### **Single-Family Residential—Sewered**

This future land use category is intended for single-family detached residential development served by the Watertown public water and sanitary sewer systems. Most developed residential neighborhoods are shown in this land use category. While the City’s priority over the next twenty years is infill residential development, there are a few new single-family residential neighborhoods recommended to be located primarily in the following areas of the City: (1) east of Horseshoe Road and south of West Street; (2) between the STH 26 Bypass and the railroad, near Welsh Rd on the far northern portion of the City; (3) the Bethesda campus between Milford Street and the Rock River and (3) south of CTH CW, east of the City’s 2019 municipal boundary. The City’s Single-Family Residential (SR-4) zoning district may be the most appropriate district to implement this future land use category.

#### **Policies and Programs:**

- Encourage the construction of narrower streets in new neighborhoods, where practical, and require sidewalks along all streets.
- Plan for interconnected road and open space networks in residential areas and between individual subdivisions. Discourage the use of cul-de-sacs in new neighborhoods whenever possible.
- Ensure that schools must have sufficient capacity to accommodate new students who will live in the School District.
- Require grading and stormwater management plans for all new development.



## **Two-Family Residential**

This future land use category is intended for single-family and two-family (e.g. duplexes, townhomes, two-flats) residential development served by City of Watertown sanitary sewer and water systems. Two-Family Residential land use areas are depicted primarily in locations where this type of development existed at this time this Plan was prepared, including the following areas: (1) surrounding the City's historic downtown; (2) on the City's west side between the rail lines; and (3) on the east side of the City west of STH 16. The City's Two-Family Residential (TR-6) zoning district is the most appropriate district to implement this future land use category.

### **Policies and Programs:**

1. Encourage the construction of narrower streets in new neighborhoods, where practical, and require sidewalks along all streets.
2. Plan for interconnected road and open space networks in residential areas and between individual subdivisions.
3. Ensure that schools must have sufficient capacity to accommodate new students who will live in the School District.
4. Require grading and stormwater management plans for all new development.

This future land use category is intended to accommodate a variety of residential uses, including multi-family housing units (e.g. multiplexes, apartments, condominiums, townhouses) and some single- and two-family residences, all served by Watertown sanitary sewer and water systems. Multi-Family Residential is depicted in areas of the City where this type of development existed at the time this Plan was prepared. New development is recommended in the following areas: (1) south of West Street and east of Horseshoe Road; (2) on the City's west side between the rail lines; and (3) north of CTH CW and east of STH 16 on the City's east side. The City's MR-8 and MR-10 zoning districts are most appropriate to implement this future land use category.

**Policies and Programs:**

1. Disperse multi-family development throughout the City, rather than creating large concentrations of this type of development in just a few areas.
2. Require a detailed site plan, building elevations, landscape plan, lighting plan, grading/stormwater management plan, and signage plan for all residential buildings containing three or more dwelling units prior to development approval.
3. Require Multi-Family Residential housing developments to provide on-site open space areas that serve the needs of the project's residents, in addition to public park land requirements applicable to all residential development.
4. Include facilities for bicyclists (bike storage racks, bike paths, etc.) in all development designs.
5. Link parking lots to building entrances by pedestrian walkways that are physically separated from vehicular movement areas.
6. Encourage the use of balconies, porches, stoops, garden walls, varied building and facade setbacks, varied roof designs, bay windows, and similar design features in new multi-family residential project designs. In general, multifamily dwelling units should be designed so that they appear to be a grouping of smaller residential units and match the scale of the surrounding neighborhood.
7. Promote architectural design of new development that is compatible with the surrounding neighborhood, including building and facade materials, building height, building bulk, setbacks, window and door styles and placements, roof designs, and colors.

The majority of new residential development in the City is intended to be developed as Planned Neighborhoods. This land use category is indicated by yellow with brown polka dot pattern on the Future Land Use maps. Within each Planned Neighborhood, the City encourages a carefully planned mix of development comprised of the following future land use categories (each category is described elsewhere in this chapter):

- Single-Family Residential—Sewered (at least 50 percent of residential units)
- Two-Family Residential (maximum of 20 percent of residential units)
- Multi-Family Residential (maximum of 30 percent of residential units)
- Neighborhood Mixed Use
- Institutional Facilities
- Parks and Recreation

Planned Neighborhoods are intended to provide multiple housing options while maintaining the City's existing balance of residential unit types. Planned Neighborhoods also locate essential community amenities and services within walking distance of neighborhood residents. The existing City zoning districts most appropriate to implement this future land use category include either Planned Development (PD) zoning or a combination of standard zoning districts (e.g., SR-4, TF-6, NB, etc.).

**Policies and Programs:**

1. Encourage compact growth and provide efficient services to establish a minimum net density of five dwelling units per acre for Planned Neighborhood areas.
2. Utilize natural features to act as buffers between different land uses, when necessary.
3. Promote traditional neighborhood design principles for new neighborhood development. Traditional neighborhoods typically include a full range of housing types (single-family, duplex, multifamily, townhouse); parks, plazas, and public squares; civic buildings and public art; bicycle and pedestrian paths/walkways; institutional uses (churches, schools, community centers, etc.); and neighborhood scale commercial, service, and office uses.
4. Follow the policies listed above for Single-Family Residential—Sewered, Two-Family Residential, and Multi-Family Residential land use categories for single-family, duplex, townhouse, and multi-family residential development within Planned Neighborhoods.
5. For commercial and office development in Planned Neighborhoods, follow the policies for the Neighborhood Mixed Use land use category described below.

## **Neighborhood Mixed Use:**

Neighborhood Mixed Use is intended to facilitate infill and redevelopment in a carefully planned or controlled manner. This land use category can include a mix of small-scale, neighborhood-serving commercial, office, institutional, and residential development that is designed to establish and protect neighborhood character. Neighborhood Mixed Use is designated in areas adjacent to the north-south rail corridor and at intersections along the STH 16 corridor and is also included as a component of areas mapped as Planned Neighborhoods. The City’s Neighborhood Office (NO) and Neighborhood Business (NB) Districts may be most appropriate zoning districts to implement this future land use category.

### **Policies and Programs:**

1. Encourage neighborhood-oriented retail and service businesses in areas that will conveniently serve residential neighborhoods.
2. Require that all proposed commercial and office projects submit a detailed site plan, building elevations, lighting plan, grading/stormwater management plan, utility plan, and signage plan prior to development approval.
3. Require the use of high-quality building materials and designs that are compatible with residential areas, including: residential roof materials, such as shingles; generous window placements; and exterior materials, such as wood, cement board, vinyl siding, brick, decorative block, stone, and other approved materials.
4. Adhere to local ordinances on signage, landscaping, and lighting.
5. Generally, adhere to the design guidelines listed below when reviewing proposals for Neighborhood Mixed Use developments:
  - Encourage small-scale, multi-story buildings, generally with building footprints less than 5,000 square feet and more active uses on first floor, with multi-family residential uses above the ground floor.
  - Promote residential architectural features and materials.
  - Encourage minimal front setbacks.
  - Design buildings and sites for pedestrians not automobiles.
  - Locate parking on streets, to rear of buildings, and/or within parking structures.
  - Orient building entrances to the street.

## **Central Mixed Use:**

This future land use category is intended for pedestrian-oriented commercial, office, community facility, and upper story residential uses in a “downtown” setting, with on-street parking and minimal building setbacks. The Central Mixed-Use land use category includes the historic downtown and the riverfront redevelopment area. The existing City zoning district that is most appropriate to implement this future land use category is the Central Business District (CB).

### **Policies and Programs:**

1. Require that all projects submit and have approved detailed building elevations and site plans, showing the proposed locations of the building(s), parking, storage, loading, signage, landscaping, and lighting prior to development approval.
2. Protect the unique quality of the Downtown by requiring buildings to be two to four stories with a zero-lot line front setback.
3. Provide for public access to the riverfront and the completion of the Riverwalk in and around the Downtown.
4. Require that new and renovated buildings adjacent to the river have two fronts (street side and riverside), with both fronts meeting the aesthetic standards for the downtown.
5. Promote truly mixed-use development with residential above the first floor.

This future land use category is intended to facilitate a carefully controlled mix of commercial and residential uses on public sewer, public water, and other urban services and infrastructure. Planned Mixed Use areas are intended as vibrant urban places that should function as community gathering spots. This category advises a carefully designed blend of Multi-Family Residential, Office, Business, Industrial, and Institutional land uses. This may include high-quality indoor professional office uses, health care facilities, indoor retail, commercial services, community facilities, controlled outdoor display, and light industrial uses. Planned Mixed Use areas have been designated in several different areas throughout the City's Future Land Use maps, most along major commercial corridors and near highway interchanges.

In particular, the STH 26 Bypass interchange at STH 19 on the far west side of the City is an example of an area where a desired mix of future uses centers around additional commercial activity, similar to development trends along South Church Street. This area has been prioritized for future commercial development because of its visibility from the STH 26 Bypass, the number of visitors using the interchange to attend the various tournaments and events at Brandt-Quirk Park, and the fact that it is a community entryway with direct access to downtown and the core of the City.

The best option for future zoning of the lands mapped under the Planned Mixed-Use future land use category is often a Planned Development (PD) zoning district. This district allows the desired mix in uses and provides flexibility in layout, in exchange for superior design. The zoning is tied to City approval of a specific plan for the project. Alternatively, a mix of the City's MR-8, MR-10, PB, PI, and PO zoning districts may also be appropriate for areas within this future land use category.

**Policies and Programs:**

1. Grant development approvals only after submittal; public review; and approval of site, landscaping, building, signage, lighting, stormwater, erosion control, and utility plans.
2. Place parking lots behind buildings and screen from public view all service areas, loading areas, mechanical equipment, and trash receptacle storage areas from less intensive land uses to the greatest degree possible.
3. Develop conceptual plans for Planned Mixed Use areas as a starting point for individual redevelopment plans.
4. Promote shared driveway access and shared parking spaces whenever possible.
5. Design street and driveway access to minimize traffic congestion by limiting the number of and ensuring adequate spacing between access points.
6. Provide clear and safe pedestrian walkways and bicycle routes that are separated from vehicular traffic areas.
7. Require Stormwater Best Management Practices and low impact development strategies to minimize any adverse impacts to the watershed.

8. Generally, adhere to the design guidelines listed below when reviewing proposals

Mixed Use:

- Promote multi-story buildings, generally with more active uses on first floor and multi-family residential uses above the ground floor.
- Design buildings and sites oriented toward pedestrians not automobiles.
- Locate parking on streets, to the rear of buildings, and/or in parking structures.
- Orient building entrances to street with minimal front setbacks.
- Incorporate amenities such as benches, fountains, and canopy shade trees into commercial projects whenever possible.
- Encourage the use of canopies, awnings, trellises, roof overhangs, recessed entryways, and arcades to add visual interest to building facades.
- Support the use of multi-planed, pitched roofs to avoid the monotony of larger scale buildings.
- Promote the use of high-quality landscaping treatment of bufferyards, street frontages, paved areas, and building foundations, and require parking lots to be heavily landscaped.
- Require high quality signage that is not excessive in height or total square footage.

This future land use category is intended to facilitate a carefully controlled mix of residential, commercial, and institutional uses on public sewer, public water, and other urban services and infrastructure. Riverside Mixed-Use areas are intended as unique locations that should function as neighborhood and community gathering spots. This category advises a carefully designed blend of Single-Family Residential, Two-Family Residential, Multi-Family Residential, Office, Business, Industrial, and Institutional land uses. This may include residential neighborhoods at various scales, high-quality indoor professional office uses, health care facilities, indoor retail, commercial services, and community facilities. Riverside Mixed Use areas have only been designated in one area on the City's Future Land Use maps, adjacent to the western shores of the Rock River on the site of the former Bethesda complex. The best option for future zoning of the lands mapped under the Planned Mixed-Use future land use category is often a Planned Development (PD) zoning district. This district allows the desired mix in uses and provides flexibility in layout, in exchange for superior design. The zoning is tied to City approval of a specific plan for the project. Alternatively, a mix of the City's SR-4, TR-6, SNR, MR-8, MR-10, I, PB, and PO zoning districts may also be appropriate for areas within this future land use category.

**Policies and Programs:**

1. Follow the policies listed above for the Planned Neighborhood land use category for single-family, duplex, townhouse, and multi-family residential development within the Riverside Mixed Use category.
2. For commercial and office development, follow the policies for the Planned Mixed Use land use category described below.



This future land use category includes both large and small scale industrial and office development at an intensity that is consistent with existing transition and urban intensity development. Mixed Industrial development is designated along the west side of the rail corridor that runs from west to east through the City. The City's Planned Industrial (PI) and General Industrial (GI) District is the most appropriate zoning district to implement this future land use category, with some Heavy Industrial (HI) mixed in.

**Policies and Programs:**

1. Grant development approvals only after submittal; public review; and approval of site, landscaping, building, signage, lighting, stormwater, erosion control, and utility plans.
2. Strategically locate large parking lots (i.e. employee parking areas or truck parking areas) out of site from public view. Smaller parking lots (i.e. visitor parking lots) may be located in front of the building; however, such parking lots must be well screened from public rights-of-way and non-industrial uses.
3. Separate pedestrian walkways vehicular traffic and loading areas.
4. Design industrial projects so that vehicles servicing the site shall be able to move from one area of the site to another without re-entering a public street.
5. Screen parking lots, loading areas, outdoor storage areas, and mechanical equipment (i.e. air conditioners, ventilation equipment, etc.) from public view, including roof-top and ground equipment.

This future land use category is designed to facilitate large-scale public buildings, schools, religious institutions, power plants and substations, hospitals, and special care facilities. Institutional areas are generally mapped in locations where such facilities currently exist. Future small-scale institutional uses may also be located in areas planned for residential, commercial, office, industrial, or mixed uses. Most of the City's zoning districts are generally appropriate for Institutional uses. In general, the zoning district should reflect the predominant zoning of nearby properties and/or the desired character of the subject property.

**Policies and Programs:**

1. Require site plan review and high-quality site design, building design, landscaping, lighting, and signage for all institutional uses.
2. Integrate institutional facilities into new neighborhoods and residential areas, and provide an adequate distribution of institutional facilities throughout the City.
3. Buffer nearby residential uses from Institutional use via decorative fencing, vegetative screening, berms, or similar features.
4. Minimize the potential negative effect on existing traffic flows and volumes in the surrounding neighborhood by requiring all parking needs for large institutional uses to be met on site.
5. Require institutional uses to submit expansion plans to minimize the potential for future land use conflicts.
6. Design institutional uses to be easily served by transit vehicles.

## **Airport**

*Section 7, Item A.*

This future land use category includes the Watertown Municipal Airport and related land. The airport is zoned Planned Industrial (PI) in the City's zoning ordinance.

### **Policies and Programs:**

1. Support the long-term development of the Watertown Municipal Airport as specified in the airport's long-range plan.

This future land use category includes park and public open space facilities devoted to playgrounds, play fields, trails, picnic areas and related recreational activities, conservation areas, and land use buffer strips. Any of the City's residential zoning districts would be appropriate to implement this land use category.

**Policies and Programs:**

1. Provide parks within safe walking distance of all residential neighborhoods.
2. Follow the recommendations of the City's Parks and Open Space Plan when acquiring new parkland or making changes to current parks.

This future land use category includes generally continuous open space systems based on lands that have sensitive natural resources and limitations for development. This category includes Wisconsin DNR identified wetlands subject to existing State mandated zoning, Wisconsin DNR identified Flood Storage Areas, FEMA designated floodplains, waterway and drainageway buffers (75' buffer around perennial streams or 50' buffer around intermittent channels), woodlands (combined 80% cover area), and slopes of 12 percent or greater.

**Policies and Programs:**

1. Generally, prohibit new development in mapped Environmental Corridor areas.
2. If development is proposed in areas where environmental corridors have been mapped or are adjoining, the landowner or developer is responsible for determining the exact boundaries of the Environmental Corridor based on the wetland, floodplain, steep slope, or other natural feature(s) that comprise the Corridor.
3. Continue to allow existing agricultural uses (cropping, grazing, or other preexisting agricultural uses) within Environmental Corridors.

**How to use the ‘Zoning Table of Land Uses’:**

- The table lists the various zoning districts horizontally along the top of the table and the different types of land uses vertically along the left side of the table.
- The table is read by cross referencing the Zoning District with the desired Land Use Type.
- The letters in the boxes of the table denote if the use is permitted, conditional, or other.
- An empty box in the tables means the use is not allowed.
- Residential Uses:
  - The beginning of the table along the left side lists residential land uses vertically.
  - The different types of residential land uses and the various lot size or square footage per dwelling unit options are listed.
  - The apartment land uses are broken down by the number of units along with the required square footage per dwelling unit.
  - Single-Family detached homes with a minimum lot size of 8,000 sq ft are the most common type of Single -Family development in the City.

**ZONING**  
**Table of Land Uses**  
**[Amended 9-1-2020 by Ord. No. 20-20; 2-2-2021 by Ord. No. 21-10]**

**KEY:**

P = Permitted by right in a conventional development (see § 550-49A)

C = Permitted by a conditional use (see § 550-47)

I = Permitted as a conditional use in an institutional residential development (see § 550-49B)

M = Permitted as a conditional use within a mobile home development or park (see § 550-49C or D)

| Type of Land Use                          |                 | Rural Holding (RH) | Countryside Residential (CR-10a) | Exurban Residential (ER-1) | Single-Family Residential (SR-4) | Two-Family Residential (TR-6) | Multifamily (MR-8) | Multifamily (MR-10) | Senior Residential (SNR) | Neighborhood Office (NO) | Planned Office (PO) | Neighborhood Business (NB) | Planned Business (PB) | General Business (GB) | Central Business (CB) | Planned Industrial (PI) | General Industrial (GI) | Heavy Industrial (HI) |
|---|-----------------|--------------------|----------------------------------|----------------------------|----------------------------------|-------------------------------|--------------------|---------------------|--------------------------|--------------------------|---------------------|----------------------------|-----------------------|-----------------------|-----------------------|-------------------------|-------------------------|-----------------------|
| <b>Dwelling Unit Types (See § 550-49)</b> |                 |                    |                                  |                            |                                  |                               |                    |                     |                          |                          |                     |                            |                       |                       |                       |                         |                         |                       |
| Single-family detached                    | 35 acre lot     | P                  | P                                | P                          | P                                | P                             | P                  | P                   | P                        | P                        |                     | P                          |                       |                       |                       |                         |                         |                       |
| Single-family detached                    | 10 acre lot     | C*                 | P                                | P                          | P                                | P                             | P                  | P                   | P                        | P                        |                     | P                          |                       |                       |                       |                         |                         |                       |
| Single-family detached                    | 1 acre lot      | C*                 | C*                               | P                          | P                                | P                             | P                  | P                   | P                        | P                        |                     | P                          |                       |                       |                       |                         |                         |                       |
| Single-family detached                    | 8,000 sf lot    |                    |                                  |                            | P                                | P                             | P                  | P                   | P                        | P                        |                     | P                          |                       |                       |                       |                         |                         |                       |
| Twin House/Duplex                         | 4,500 sf per du |                    |                                  |                            |                                  | P                             | P                  | P                   | P                        | C                        |                     | C                          |                       |                       |                       |                         |                         |                       |
| Two-flat                                  | 9,000 sf lot    |                    |                                  |                            |                                  | C                             | P                  | P                   | P                        | C                        |                     | C                          |                       |                       |                       |                         |                         |                       |
| Townhouse                                 | 5,445 sf lot    |                    |                                  |                            |                                  |                               | P                  | P                   | P                        | C                        |                     | C                          |                       |                       |                       |                         |                         |                       |
| Multiplex                                 | 5,445 sf per du |                    |                                  |                            |                                  |                               | P                  | P                   | P                        | C                        |                     | C                          |                       |                       |                       |                         |                         |                       |
| Apartment 3-4                             | 4,350 sf per du |                    |                                  |                            |                                  |                               | C                  | P                   | P                        | C                        |                     | C                          |                       |                       |                       |                         |                         |                       |
| Apartment 5-24                            | 4,350 sf per du |                    |                                  |                            |                                  |                               |                    | C                   | C                        | C                        |                     | C                          |                       |                       |                       |                         |                         |                       |
| Institutional Residential                 | 8,000 sf lot    |                    |                                  |                            |                                  |                               | I                  | I                   | I                        | I                        | I                   | I                          | I                     | I                     | I                     |                         |                         |                       |
| Mobile Home                               | 8,000 sf lot    |                    |                                  |                            |                                  | M                             |                    |                     |                          |                          |                     |                            |                       |                       |                       |                         |                         |                       |

**NOTE:**

\* These lots may be permitted, but the zoning district maximum density must be adhered to.

## WATERTOWN CODE

## Table of Land Uses

**KEY:**

P = Permitted by right (§ 550-45A)

C = Permitted as a conditional use (§ 550-45B)

| Type of Land Use                           | Rural Holding (RH) | Countryside Residential (CR-10a) | Exurban Residential (ER-1) | Single-Family Residential (SR-4) | Two-Family Residential (TR-6) | Multifamily (MR-8) | Multifamily (MR-10) | Senior Residential (SNR) | Neighborhood Office (NO) | Planned Office (PO) | Neighborhood Business (NB) | Planned Business (PB) | General Business (GB) | Central Business (CB) | Planned Industrial (PI) | General Industrial (GI) | Heavy Industrial (HI) |
|--|--------------------|----------------------------------|----------------------------|----------------------------------|-------------------------------|--------------------|---------------------|--------------------------|--------------------------|---------------------|----------------------------|-----------------------|-----------------------|-----------------------|-------------------------|-------------------------|-----------------------|
| <b>Nonresidential Land Uses</b>            |                    |                                  |                            |                                  |                               |                    |                     |                          |                          |                     |                            |                       |                       |                       |                         |                         |                       |
| <b>Agricultural Uses (§ 550-50)</b>        |                    |                                  |                            |                                  |                               |                    |                     |                          |                          |                     |                            |                       |                       |                       |                         |                         |                       |
| A. Cultivation                             | P                  | P                                | P                          | P                                | P                             | P                  | P                   | P                        | P                        | P                   | P                          | P                     | P                     | P                     | P                       | P                       | P                     |
| B. Husbandry                               | C                  |                                  |                            |                                  |                               |                    |                     |                          |                          |                     |                            |                       |                       |                       |                         |                         |                       |
| C. Intensive Agriculture                   | C                  |                                  |                            |                                  |                               |                    |                     |                          |                          |                     |                            |                       |                       |                       |                         |                         |                       |
| D. Agricultural Services                   | C                  |                                  |                            |                                  |                               |                    |                     |                          |                          |                     |                            |                       |                       |                       |                         |                         | C                     |
| E. On-Site Agricultural Retail             | P                  |                                  |                            |                                  |                               |                    |                     |                          |                          |                     |                            |                       |                       |                       |                         |                         |                       |
| F. Selective Cutting                       | P                  | P                                | P                          | P                                | P                             | P                  | P                   | P                        | P                        | P                   | P                          | P                     | P                     | P                     | P                       | P                       | P                     |
| G. Clear-Cutting                           | C                  | C                                | C                          | C                                | C                             | C                  | C                   | C                        | C                        | C                   | C                          | C                     | C                     | C                     | C                       | C                       | C                     |
| <b>Institutional Uses (§ 550-51)</b>       |                    |                                  |                            |                                  |                               |                    |                     |                          |                          |                     |                            |                       |                       |                       |                         |                         |                       |
| A. Passive Outdoor Public Recreational     | P                  | P                                | P                          | P                                | P                             | P                  | P                   | P                        | P                        | P                   | P                          | P                     | P                     | P                     | P                       | P                       | P                     |
| B. Active Outdoor Public Recreational      | P                  | P                                | P                          | P                                | P                             | P                  | P                   | P                        | P                        | P                   | P                          | P                     | P                     | P                     | P                       |                         |                       |
| C. Indoor Institutional                    | C                  | C                                | C                          | C                                | C                             | C                  | C                   | C                        | C                        | C                   | C                          | C                     | C                     | C                     | C                       |                         |                       |
| D. Outdoor Institutional                   | C                  | C                                | C                          | C                                | C                             | C                  | C                   | C                        | C                        | C                   | C                          | C                     | C                     | C                     | C                       |                         |                       |
| E. Public Services and Utilities           | P                  | P                                | P                          | P                                | P                             | P                  | P                   | P                        | P                        | P                   | P                          | P                     | P                     | P                     | P                       | P                       | P                     |
| F. Institutional Residential               |                    |                                  |                            |                                  |                               | C                  | C                   | C                        | C                        | C                   | C                          | C                     | C                     | C                     |                         |                         |                       |
| G. Community Living Arrangement (1-8 res.) | P                  | P                                | P                          | P                                | P                             | P                  | P                   | P                        | C                        |                     | C                          |                       |                       |                       |                         |                         |                       |
| H. Community Living Arrangement (9-15)     |                    |                                  | C                          | C                                | P                             | P                  | P                   | C                        | C                        | C                   | C                          |                       |                       |                       |                         |                         |                       |
| I. Community Living Arrangement (16+)      |                    |                                  |                            |                                  |                               | C                  | C                   | C                        | C                        | C                   | C                          |                       |                       |                       |                         |                         |                       |



## ZONING

Table of Land Uses

**KEY:**

P = Permitted by right (§ 550-45A)

C = Permitted as a conditional use (§ 550-45B)

| Type of Land Use                       | Rural Holding (RH) | Countryside Residential (CR-10a) | Exurban Residential (ER-1) | Single-Family Residential (SR-4) | Two-Family Residential (TR-6) | Multifamily (MR-8) | Multifamily (MR-10) | Senior Residential (SNR) | Neighborhood Office (NO) | Planned Office (PO) | Neighborhood Business (NB) | Planned Business (PB) | General Business (GB) | Central Business (CB) | Planned Industrial (PI) | General Industrial (GI) | Heavy Industrial (HI) |
|--|--------------------|----------------------------------|----------------------------|----------------------------------|-------------------------------|--------------------|---------------------|--------------------------|--------------------------|---------------------|----------------------------|-----------------------|-----------------------|-----------------------|-------------------------|-------------------------|-----------------------|
| <b>Commercial Uses (§ 550-52)</b>      |                    |                                  |                            |                                  |                               |                    |                     |                          |                          |                     |                            |                       |                       |                       |                         |                         |                       |
| A. Office                              |                    |                                  |                            |                                  |                               |                    |                     |                          | P                        | P                   | P                          | P                     | P                     | P                     | P                       | P                       | P                     |
| B. Personal or Professional Service    |                    |                                  |                            |                                  |                               |                    |                     |                          | P                        | P                   | P                          | P                     | P                     | P                     | P                       |                         |                       |
| C. Indoor Sales or Service             |                    |                                  |                            |                                  |                               |                    |                     |                          | C                        | C                   | P                          | P                     | P                     | P                     | C                       |                         |                       |
| D. Outdoor Display                     |                    |                                  |                            |                                  |                               |                    |                     |                          |                          |                     |                            | C                     | C                     |                       |                         |                         |                       |
| E. Indoor Maintenance Service          |                    |                                  |                            |                                  |                               |                    |                     |                          |                          |                     | P                          | P                     | P                     | P                     | P                       | P                       | P                     |
| F. Outdoor Maintenance Service         |                    |                                  |                            |                                  |                               |                    |                     |                          |                          |                     |                            |                       |                       |                       |                         |                         | C                     |
| G. Indoor Commercial Entertainment     |                    |                                  |                            |                                  |                               |                    |                     |                          | C                        | C                   | C                          | C                     | C                     | C                     | C                       |                         |                       |
| H. Outdoor Commercial Entertainment    | C                  |                                  |                            |                                  |                               |                    |                     |                          |                          |                     |                            |                       | C                     | C                     |                         |                         |                       |
| I. Commercial Animal Boarding          | C                  |                                  |                            |                                  |                               |                    |                     |                          |                          |                     |                            | C                     | C                     |                       |                         |                         |                       |
| J. Commercial Indoor Lodging           |                    |                                  |                            |                                  |                               |                    |                     |                          |                          | C                   |                            | C                     | C                     | C                     |                         |                         |                       |
| K. Bed-and-Breakfast Establishments    | C                  | C                                | C                          | C                                | C                             | C                  | C                   | C                        | C                        |                     | C                          | C                     | C                     | C                     |                         |                         |                       |
| L. Group Day-Care Center (9+ children) |                    |                                  |                            |                                  | C                             | C                  | C                   | C                        | C                        | C                   | C                          | C                     | C                     | C                     | C                       | C                       |                       |
| M. Campground                          | C                  |                                  |                            |                                  |                               |                    |                     |                          |                          |                     |                            |                       |                       |                       |                         |                         |                       |
| N. Boardinghouse                       |                    |                                  |                            |                                  |                               | C                  | C                   | C                        | C                        |                     | C                          |                       | C                     | C                     |                         |                         |                       |
| O. Sexually Oriented Land Use          | C                  |                                  |                            |                                  |                               |                    |                     |                          |                          |                     |                            |                       | C                     |                       | C                       | C                       | C                     |
| P. Vehicle Repair and Maintenance      |                    |                                  |                            |                                  |                               |                    |                     |                          |                          |                     |                            | C                     | C                     |                       |                         | C                       | C                     |
| Q. Convenient Cash Business            |                    |                                  |                            |                                  |                               |                    |                     |                          |                          |                     |                            | C                     | C                     | C                     |                         |                         |                       |

## WATERTOWN CODE

## Table of Land Uses

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| Type of Land Use                      | Rural Holding (RH) | Countryside Residential (CR-10a) | Exurban Residential (ER-1) | Single-Family Residential (SR-4) | Two-Family Residential (TR-6) | Multifamily (MR-8) | Multifamily (MR-10) | Senior Residential (SNR) | Neighborhood Office (NO) | Planned Office (PO) | Neighborhood Business (NB) | Planned Business (PB) | General Business (GB) | Central Business (CB) | Planned Industrial (PI) | General Industrial (GI) | Heavy Industrial (HI) |
|---------------------------------------|--------------------|----------------------------------|----------------------------|----------------------------------|-------------------------------|--------------------|---------------------|--------------------------|--------------------------|---------------------|----------------------------|-----------------------|-----------------------|-----------------------|-------------------------|-------------------------|-----------------------|
| <b>Storage/Disposal (§ 550-53)</b>    |                    |                                  |                            |                                  |                               |                    |                     |                          |                          |                     |                            |                       |                       |                       |                         |                         |                       |
| A. Indoor Storage or Wholesaling      |                    |                                  |                            |                                  |                               |                    |                     |                          |                          |                     |                            |                       |                       |                       | P                       | P                       | P                     |
| B. Outdoor Storage or Wholesaling     |                    |                                  |                            |                                  |                               |                    |                     |                          |                          |                     |                            |                       |                       |                       |                         | C                       | P                     |
| C. Personal Storage Facility          |                    |                                  |                            |                                  |                               |                    |                     |                          |                          |                     |                            |                       | C                     |                       | C                       | C                       | C                     |
| D. Junkyard or Salvage Yard           | C                  |                                  |                            |                                  |                               |                    |                     |                          |                          |                     |                            |                       |                       |                       |                         |                         | C                     |
| E. Waste Disposal Facility            | C                  |                                  |                            |                                  |                               |                    |                     |                          |                          |                     |                            |                       |                       |                       |                         |                         | C                     |
| F. Composting Operation               | C                  |                                  |                            |                                  |                               |                    |                     |                          |                          |                     |                            |                       |                       |                       |                         |                         | C                     |
| <b>Transportation Uses (§ 550-54)</b> |                    |                                  |                            |                                  |                               |                    |                     |                          |                          |                     |                            |                       |                       |                       |                         |                         |                       |
| A. Off-Site Parking Lot               |                    |                                  |                            |                                  |                               |                    |                     |                          |                          |                     |                            |                       | P                     | P                     |                         | P                       | P                     |
| B. Airport/Heliport                   | C                  |                                  |                            |                                  |                               |                    |                     |                          |                          | C                   |                            |                       |                       |                       | C                       | C                       | C                     |
| C. Freight Terminal                   |                    |                                  |                            |                                  |                               |                    |                     |                          |                          |                     |                            |                       |                       |                       |                         | C                       | C                     |
| D. Distribution Center                |                    |                                  |                            |                                  |                               |                    |                     |                          |                          |                     |                            |                       |                       |                       | C                       | P                       | P                     |
| <b>Industrial Uses (§ 550-55)</b>     |                    |                                  |                            |                                  |                               |                    |                     |                          |                          |                     |                            |                       |                       |                       |                         |                         |                       |
| A. Light Industrial                   |                    |                                  |                            |                                  |                               |                    |                     |                          |                          |                     |                            |                       |                       |                       | P                       | P                       | P                     |
| B. Heavy Industrial                   |                    |                                  |                            |                                  |                               |                    |                     |                          |                          |                     |                            |                       |                       |                       |                         |                         | P                     |
| C. Communication Tower                | C                  |                                  |                            |                                  |                               |                    |                     |                          |                          |                     |                            |                       |                       |                       | C                       | C                       | C                     |
| D. Extraction Use                     | C                  |                                  |                            |                                  |                               |                    |                     |                          |                          |                     |                            |                       |                       |                       |                         |                         |                       |

## ZONING

Table of Land Uses

**KEY:**

P = Permitted by right (§ 550-45A)

C = Permitted as a conditional use (§ 550-45B)

| Type of Land Use                                 | Rural Holding (RH) | Countryside Residential (CR-10a) | Exurban Residential (ER-1) | Single-Family Residential (SR-4) | Two-Family Residential (TR-6) | Multifamily (MR-8) | Multifamily (MR-10) | Senior Residential (SNR) | Neighborhood Office (NO) | Planned Office (PO) | Neighborhood Business (NB) | Planned Business (PB) | General Business (GB) | Central Business (CB) | Planned Industrial (PI) | General Industrial (GI) | Heavy Industrial (HI) |
|--|--------------------|----------------------------------|----------------------------|----------------------------------|-------------------------------|--------------------|---------------------|--------------------------|--------------------------|---------------------|----------------------------|-----------------------|-----------------------|-----------------------|-------------------------|-------------------------|-----------------------|
| <b>Accessory Uses (§ 550-56)</b>                 |                    |                                  |                            |                                  |                               |                    |                     |                          |                          |                     |                            |                       |                       |                       |                         |                         |                       |
| A. Commercial Apartment                          |                    |                                  |                            |                                  |                               |                    |                     |                          |                          |                     | C                          | C                     | C                     | P                     |                         |                         |                       |
| B. Farm Residence                                | P                  | P                                | P                          | P                                | P                             | P                  | P                   | P                        | P                        | P                   | P                          | P                     | P                     | P                     | P                       | P                       | P                     |
| C. Private Residential Garage or Shed            | P                  | P                                | P                          | P                                | P                             | P                  | P                   | P                        | P                        | P                   | P                          | P                     | P                     | P                     | P                       | P                       | P                     |
| D. Company Cafeteria                             |                    |                                  |                            |                                  |                               |                    |                     | P                        | P                        | P                   |                            | P                     | P                     | P                     | P                       | P                       | P                     |
| E. Company-Provided On-Site Recreation           |                    |                                  |                            |                                  |                               |                    |                     | P/C                      | P/C                      | P/C                 |                            | P/C                   | P/C                   | P/C                   | P/C                     | P/C                     | P/C                   |
| F. Outdoor Display Incidental                    | C                  |                                  |                            |                                  |                               |                    |                     |                          |                          |                     |                            | C                     | C                     |                       |                         |                         |                       |
| G. In-Vehicle Sales and Service                  |                    |                                  |                            |                                  |                               |                    |                     |                          |                          | C                   | C                          | C                     | C                     | C                     | C                       | C                       | C                     |
| H. Indoor Sales Incident to Light Industrial Use |                    |                                  |                            |                                  |                               |                    |                     |                          |                          |                     |                            |                       |                       |                       | P                       | P                       | P                     |
| I. Light Industrial Incident to Indoor Sales     |                    |                                  |                            |                                  |                               |                    |                     |                          |                          |                     | C                          | C                     | C                     | C                     |                         |                         |                       |
| J. Home Occupation                               | P                  | P                                | P                          | P                                | P                             | P                  | P                   | P                        | P                        | P                   | P                          | P                     | P                     | P                     | P                       | P                       | P                     |
| K. Family Day-Care Home (4-8 children)           | P                  | P                                | P                          | P                                | P                             | P                  | P                   | P                        |                          |                     |                            |                       |                       |                       |                         |                         |                       |
| L. Intermediate Day-Care Home (9-15 children)    | C                  | C                                | C                          | C                                | C                             | C                  | C                   | C                        |                          |                     |                            |                       |                       |                       |                         |                         |                       |
| M. Migrant Labor Camp                            | C                  |                                  |                            |                                  |                               |                    |                     |                          |                          |                     |                            |                       |                       |                       |                         |                         | C                     |
| N. On-Site Parking Lot                           | P                  | P                                | P                          | P                                | P                             | P                  | P                   | P                        | P                        | P                   | P                          | P                     | P                     | P                     | P                       | P                       | P                     |
| O. Private Residential Recreational Facility     | P                  | P                                | P                          | P                                | P                             | P                  | P                   | P                        | P                        | P                   | P                          | P                     | P                     | P                     | P                       | P                       | P                     |
| P. Private Residential Kennel                    | C                  | C                                | C                          |                                  |                               |                    |                     |                          |                          |                     |                            |                       |                       |                       |                         |                         |                       |
| Q. Private Residential Stable                    | C                  | C                                |                            |                                  |                               |                    |                     |                          |                          |                     |                            |                       |                       |                       |                         |                         |                       |
| R. Drainage Structure                            | P                  | P                                | P                          | P                                | P                             | P                  | P                   | P                        | P                        | P                   | P                          | P                     | P                     | P                     | P                       | P                       | P                     |

## WATERTOWN CODE

| Type of Land Use  | Rural Holding (RH) | Countryside Residential (CR-10a) | Exurban Residential (ER-1) | Single-Family Residential (SR-4) | Two-Family Residential (TR-6) | Multifamily (MR-8) | Multifamily (MR-10) | Senior Residential (SNR) | Neighborhood Office (NO) | Planned Office (PO) | Neighborhood Business (NB) | Planned Business (PB) | General Business (GB) | Central Business (CB) | Planned Industrial (PI) | General Industrial (GI) | Heavy Industrial (HI) |
|---|--------------------|----------------------------------|----------------------------|----------------------------------|-------------------------------|--------------------|---------------------|--------------------------|--------------------------|---------------------|----------------------------|-----------------------|-----------------------|-----------------------|-------------------------|-------------------------|-----------------------|
| S. Filling  | P                  | P                                | P                          | P                                | P                             | P                  | P                   | P                        | P                        | P                   | P                          | P                     | P                     | P                     | P                       | P                       | P                     |
| T. Lawn Care of Subject Property  | P                  | P                                | P                          | P                                | P                             | P                  | P                   | P                        | P                        | P                   | P                          | P                     | P                     | P                     | P                       | P                       | P                     |
| U. Septic Systems   | C                  | C                                | C                          |                                  |                               |                    |                     |                          |                          |                     |                            |                       |                       |                       |                         |                         |                       |
| V. Exterior Communication Devices   | P                  | P                                | P                          | P                                | P                             | P                  | P                   | P                        | P                        | P                   | P                          | P                     | P                     | P                     | P                       | P                       | P                     |
| W. Caretaker's Residence  |                    | C                                | C                          |                                  |                               |                    |                     |                          |                          |                     |                            |                       |                       |                       |                         |                         |                       |
| X. Outdoor Commercial Entertainment Incidental to Indoor Commercial Entertainment |                    |                                  |                            |                                  |                               |                    |                     |                          |                          |                     |                            |                       |                       | P                     |                         |                         |                       |

## ZONING

Table of Land Uses

**KEY:**

T = Permitted as a temporary use (§ 550-45D)

| Type of Land Use                          | Rural Holding (RH) | Countryside Residential (CR-10a) | Exurban Residential (ER-1) | Single-Family Residential (SR-4) | Two-Family Residential (TR-6) | Multifamily (MR-8) | Multifamily (MR-10) | Senior Residential (SNR) | Neighborhood Office (NO) | Planned Office (PO) | Neighborhood Business (NB) | Planned Business (PB) | General Business (GB) | Central Business (CB) | Planned Industrial (PI) | General Industrial (GI) | Heavy Industrial (HI) |
|---|--------------------|----------------------------------|----------------------------|----------------------------------|-------------------------------|--------------------|---------------------|--------------------------|--------------------------|---------------------|----------------------------|-----------------------|-----------------------|-----------------------|-------------------------|-------------------------|-----------------------|
| <b>Temporary Uses (§ 550-57)</b>          |                    |                                  |                            |                                  |                               |                    |                     |                          |                          |                     |                            |                       |                       |                       |                         |                         |                       |
| A. General Temporary Outdoor Sales        |                    |                                  |                            |                                  |                               |                    |                     |                          |                          |                     | T                          | T                     | T                     | T                     |                         |                         |                       |
| B. Outdoor Assembly                       | T                  | T                                | T                          | T                                | T                             | T                  | T                   | T                        | T                        | T                   | T                          | T                     | T                     | T                     | T                       | T                       | T                     |
| C. Contractor's Project Office            | T                  | T                                | T                          | T                                | T                             | T                  | T                   | T                        | T                        | T                   | T                          | T                     | T                     | T                     | T                       | T                       | T                     |
| D. Contractor's On-Site Equipment Storage | T                  | T                                | T                          | T                                | T                             | T                  | T                   | T                        | T                        | T                   | T                          | T                     | T                     | T                     | T                       | T                       | T                     |
| E. Relocatable Building                   |                    |                                  |                            |                                  |                               |                    |                     |                          | T                        | T                   | T                          | T                     | T                     | T                     | T                       | T                       | T                     |
| F. On-Site Real Estate Sales Office       | T                  | T                                | T                          | T                                | T                             | T                  | T                   | T                        | T                        | T                   | T                          | T                     | T                     | T                     | T                       | T                       | T                     |
| G. Outdoor Sales of Farm Products         | T                  |                                  |                            |                                  |                               |                    |                     |                          |                          |                     | T                          | T                     | T                     | T                     | T                       | T                       |                       |

## WATERTOWN CODE

**Land Use Permitted in Permanently Protected Green Space Areas****KEY:**

C = Permitted as a conditional use per § 550-58.

T = Permitted as a temporary use per § 550-58.

| Land Use                                | Permanently Protected Green Space Areas             |             |           |          |             |  |
|---|---|-------------|-----------|----------|-------------|--|
|   | Natural Resource Protection Overlay Zoning District |             |           |          |             | Other<br>Permanently<br>Protected<br>Green Space |
|   | Conservancy   | Drainageway | Lakeshore | Woodland | Steep Slope |  |
| A. Cultivation                          |   |             |           |          |             | C  |
| B. Passive outdoor recreational         | P   | P           | P         | P        | P           | P  |
| C. Active outdoor recreational          |   |             |           |          |             | P  |
| D. Outdoor Industrial                   |   |             |           |          |             | P  |
| E. Lawn Care (mow-feed-seed-weed)       | C   | C           | C         | C        | C           | P  |
| F. Golf Course                          | C   | C           | C         | C        | C           | P  |
| G. Any Permitted Temporary Use          |   |             |           |          |             | P,T  |
| H. Drainage Structure                   | C   | C           | C         | C        | C           | C  |
| I. Filling                              | C   | C           | C         | C        | C           | C  |
| J. Septic System                        |   |             |           |          |             | C  |
| K. Road, Bridge                         |   |             |           |          |             |  |
| L. Utility Lines and Related Facilities | C   | C           | C         | C        | C           | C  |
| M. Piers and Wharfs                     | C   | C           | C         | C        | C           | C  |

# PAYROLL SUMMARIES

For the Period of: 8/7/2024 8/20/2024

Section 9, Item A.

| Department             | Employees<br>FT PT |                   | Regular<br>Hours | Overtime<br>Hours | Overtime<br>Costs this<br>Pay Period | Y-T-D<br>Overtime<br>Costs | Overtime<br>Budget | Total<br>Payroll  |
|------------------------|--------------------|-------------------|------------------|-------------------|--------------------------------------|----------------------------|--------------------|-------------------|
| Police                 | 54                 | 2                 | 4,274.00         | 452.50            | 23,574.57                            | 147,526.13                 | 114,000.00         | 176,775.18        |
| Fire                   | 24                 | 2                 | 2,848.00         | 230.75            | 8,546.11                             | 93,294.60                  | 150,000.00         | 86,195.43         |
| Municipal Court        | 1                  | 1                 | 100.00           | -                 | -                                    | -                          | -                  | 3,221.68          |
| Mayor                  | 1                  | -                 | 80.00            | -                 | -                                    | -                          | -                  | 3,425.85          |
| Bldg. Inspection       | 3                  | 3                 | 293.50           | -                 | -                                    | -                          | 1,000.00           | 9,845.89          |
| Attorney               | 2                  | 1                 | 220.00           | -                 | -                                    | -                          | -                  | 7,614.40          |
| Finance                | 6                  | -                 | 480.00           | 14.50             | 638.59                               | 746.51                     | 1,500.00           | 15,596.20         |
| Media                  | 1                  | 3                 | 116.75           | -                 | -                                    | -                          | -                  | 2,977.78          |
| Administration         | 3                  | 2                 | 316.00           | -                 | -                                    | -                          | -                  | 10,238.72         |
| Engineering            | 4                  | 5                 | 579.75           | -                 | -                                    | -                          | -                  | 10,723.25         |
| Health                 | 9                  | 2                 | 718.25           | -                 | -                                    | -                          | 10,500.00          | 24,164.93         |
| Library                | 7                  | 14                | 1,056.75         | -                 | -                                    | 260.83                     | -                  | 24,500.79         |
| Municipal Building     | 1                  | -                 | 80.00            | 0.50              | 17.43                                | 976.10                     | 1,000.00           | 1,876.63          |
| Solid Waste            | 7                  | -                 | 560.00           | -                 | -                                    | 894.62                     | 3,000.00           | 13,843.20         |
| Street                 | 22                 | 1                 | 1,725.37         | 6.50              | -                                    | 13,411.61                  | 39,200.00          | 53,508.01         |
| Park                   | 8                  | 4                 | 869.00           | 6.50              | 237.71                               | 5,408.45                   | 18,000.00          | 20,271.52         |
| Forestry               | 2                  | -                 | 160.00           | -                 | -                                    | -                          | -                  | 4,382.40          |
| Park/Rec Admin         | 7                  | 1                 | 584.00           | -                 | -                                    | -                          | 400.00             | 17,691.28         |
| Recreation and Pools   | -                  | 60                | 1,623.25         | -                 | -                                    | 1,674.40                   | 500.00             | 21,826.28         |
| Wastewater             | 10                 | -                 | 800.00           | 17.25             | 693.39                               | 7,903.71                   | 18,000.00          | 23,728.69         |
| Water Dept.            | 8                  | -                 | 640.00           | 9.00              | 305.22                               | 8,317.34                   | 23,500.00          | 21,724.46         |
| Crossing Guards        | -                  | -                 | -                | -                 | -                                    | -                          | -                  | -                 |
| Police Reserve         | -                  | 8                 | 270.25           | -                 | -                                    | -                          | -                  | 4,186.46          |
| Alderspersons (2nd PR) | -                  | 9                 | 9.00             | -                 | -                                    | -                          | -                  | 4,756.68          |
| <b>TOTALS</b>          | <b>180<br/>FT</b>  | <b>118<br/>PT</b> | <b>18,403.87</b> | <b>737.50</b>     | <b>34,013.02</b>                     | <b>280,738.44</b>          | <b>380,600.00</b>  | <b>563,075.71</b> |

**AN ORDINANCE**

**FOR ATTACHMENT OF REAL ESTATE BY BOUNDARY ADJUSTMENT FROM THE TOWN OF EMMET TO THE CITY OF WATERTOWN, DODGE COUNTY, WISCONSIN**

Sponsor: Emily McFarland, Mayor & Chair  
Committee: Plan Commission

WHEREAS, the City of Watertown and Town of Emmet adopted a Cooperative Plan consistent with § 66.0307, Wisconsin Statutes, and which was approved by the Wisconsin Department of Administration, which identifies areas within the Town of Emmet as expansion areas to mandatorily attach to the City of Watertown; and,

WHEREAS, the proposed territory to be attached is located within Area “4” (Exhibit A), Highway 16 Residential Area, is identified in the Intergovernmental Cooperative Plan pursuant to Wisconsin Statute Section 66.0307 agreement between the City of Watertown and the Town of Emmet to undergo a mandatory boundary adjustment on or before September 29<sup>th</sup>, 2024 and is further outlined in Section 3.02 of the Agreement; and,

WHEREAS, a copy of the Intergovernmental Cooperative Plan pursuant to Wisconsin Statute Section 66.0307 agreement between the City of Watertown and the Town of Emmet has been reviewed by the Watertown Plan Commission and has been given to the Town Board of the Town of Emmet, in compliance with Section 66.0307 (2) and (4) of the Wisconsin Statutes; and,

WHEREAS, the Town of Emmet waives it’s right to oppose attachment under Section 8.05(e) of the Intergovernmental Cooperative Plan; and.

WHEREAS, the Watertown Plan Commission has indicated its support and positive recommendation for attachment; and,

WHEREAS, the total assessed value of the below described real estate properties is \$2,662,400.00. (Exhibit C)

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF WATERTOWN DOES ORDAIN AS FOLLOWS:

SECTION 1. That the following described real estate be, and the same is, hereby detached from the Town of Emmet, Dodge County, Wisconsin, and, for the attachment of same to the City of Watertown, Dodge County, Wisconsin, as described and mapped in (Exhibit B).

Attachment Description

Being a part of the SW 1/4 of the SW 1/4 of Section 27 and a part of the SE 1/4 and SW 1/4 of the SE 1/4 and a part of the NE 1/4 and SE 1/4 of the SW 1/4 of Section 28, T9N, R15E, Town of Emmet, Dodge County, Wisconsin, bounded and described as follows:

(September 3, 2024) Ord #24-20



BEGINNING at the Aluminum Monument that marks the Southeast corner of the SE 1/4 of Section 28; Thence N88°26'07"W Along the South line of said SE 1/4, a distance of 211.35 feet, to the Southeast corner of Parcel 2 of a Certified Survey Map as recorded in Volume 4 of Certified Surveys on Page 100 as Document No. 577726; Thence N49°07'15"W, along the North line of said Parcel 2, and said line extended, a distance of 221.92 feet, to the Center Line of Boulder Road; Thence S40°52'45"W along the Center Line of said Boulder Road, a distance of 106.79 feet, to the Center Line of Center Street; Thence S05°39'56"E, along said Center Line, a distance of 58.45 feet, to the South line of said SE 1/4; Thence N88°26'07"W, along said South line, a distance of 427.47 feet to the Center line of Prospect Street; Thence N00°49'22"W along said Center Line, a distance of 99.01 feet, to the South line extended of Parcel D of Certified Survey Map as recorded in the Dodge County Register of Deeds Office in Volume 1 of Certified Survey Maps on Page 195 as Document No. 536716; Thence S89°08'01"E, along said South line of Parcel D and said South line extended, a distance of 220.47 feet, to the Southeast corner of lands annexed in Document No. 1343557; Thence N 00°55'21"W, along the East line of said Document No. 1343557, a distance of 168.19 feet, to the Northeast corner of said Document No. 1343557, and to the Northerly line of said Parcel D; Thence N89°02'11"W, along the North line of said Document No. 1343557, a distance of 220.19 feet, to the West line of the Easterly 33 feet of Prospect Street; Thence S00°49'22"E, along said Easterly 33 foot line, a distance of 62.72 feet to the North line of lands annexed in Document No. 604733; Thence N88°18'30"W, along said North line, a distance of 42.23 feet, to the Easterly line of Lot 1 of Certified Survey Map No. 7100, as recorded in the Dodge County Register of Deeds Office as Document No. 1237895 ; Thence N00°33'36"E, along the Easterly line of said Lot 1 of said Certified Survey Map No. 7100, a distance of 89.66 feet to the Northeast corner of said Lot 1; Thence N88°09'45"W, a long the North line of said Lot 1, a distance of 268.55 feet, to the Northwest corner of said Lot 1; Thence S00°32'08"W, along the West line of said Lot 1, a distance of 90.35 feet, to the North line of Hiller North; Thence N88°25'56"W, along the North line of said Hiller North and Lot 1 of Certified Survey Map No. 3829 as recorded in the Dodge County Register of Deeds Office in Volume 23 of Certified Surveys on Page 168 as Document No. 826760, a distance of 324.55 feet, to the Easterly Right of Way Line of Davis Street; Thence N00°19'08"W, along said Easterly Right of Way line, a distance of 5.59 feet to the Northerly Right of Way line of Robert Street; Thence N88°26'15"W, along said Northerly Right of Way line, a distance of 68.19 feet, to the Southeast corner of Lot 8 of Northern Heights Subdivision; Thence N00°03'30"E, along the East line of said Lot 8, a distance of 184.80 feet, to the Northeast corner of said Lot 8; Thence N89°02'26"W, along the North line of said Northern Heights Subdivision, a distance of 740.95 feet, to center line of North Second Street; Thence N00°23'45"W, along said Center Line, a distance of 292.14 feet; Thence N88°25'52"W, along the North line of Lot 2 of Certified Survey Map No. 5653 as recorded in the Dodge County Register of Deeds Office in Volume 37 of Certified Survey Maps on Page 160 as Document No. 1036122 and said North line extended, a distance of 318.82 feet, to the West line of said SE 1/4 also being the West line of said Lot 2;

(September 3, 2024) Ord #24-20

Thence S00°23'42"E, along said West line, a distance of 668.26 feet, to an Angle point in the West line of said Lot 2; Thence S88°26'07"E, along said Lot 2, a distance of 12.00 feet, to an angle point; Thence S00°23'42"E, along said Lot 2, a distance of 12.00 feet, to the South line of said SE 1/4; Thence N88°26'07"W, along said South line, a distance of 12.00 feet, to the Southwest corner of said SE 1/4; Thence N88°47'34"W, along the South line of the SW 1/4 of said Section 28, a distance of 267.15 feet, to the Southeast corner of lands described in Warranty Deed Document No. 1324784; Thence N01°59'13"W, along the East line of said Document No. 1324784, a distance of 123.85 feet, to the Southeast corner of Lot 3 of Borchardt Addition; Thence N02°07'11"E, along the East line of Lots 1, 2, and 3 of said Borchardt Addition, a distance of 293.43 feet, to the Southeast corner of Lot 3 of Certified Survey Map No. 798 as recorded in the Dodge County Register of Deeds Office in Volume 7 of Certified Survey Maps on Page 255 as Document No. 618259; Thence N01°26'36"E, along the East line of said Lot 3, a distance of 166.38 feet, to an angle point; Thence N04°16'20"E, along said East line, a distance of 248.36 feet, to an angle point; Thence N00°51'57"W, along said East line, a distance of 124.38 feet to the Northeast corner of said Lot 3; Thence N88°36'53"W, along the North line of said Lot 3, a distance of 851.67 feet to the Northwesterly corner of said Lot 3; Thence N00°40'01"E, along the East line of Lot 4 of Certified Survey Map No. 2298 as recorded in the Dodge County Register of Deeds Office in Volume 14 of Certified Survey Maps on Page 168 as Document No. 714174, a distance of 90.00 feet, to the Northeast corner of said Lot 4; Thence N88°42'24"W, along the North line of said Lot 4, and said North line extended, a distance of 231.50 feet, to the West line of the SE 1/4 of said SW 1/4; Thence N00°04'14"E, along said West line, and the West line of the NE 1/4 of said SW 1/4, a distance of 398.35 feet; Thence S39°55'55"E, a distance of 21.22 feet, to the Center Line of N. Water Street; Thence N02°48'31"E, along said Center Line, a distance of 6.22 feet, to the Southerly Right of Way line of State Road 16; Thence N51°24'26"E, along said Southerly Right of Way Line, a distance of 91.54 feet, to an angle point; Thence S79°59'40"E, along said Southerly Right of Way, a distance of 819.75 feet, to an angle point; Thence S10°00'20"W, along said R.O.W. line, a distance of 50.00 feet, to an angle point; Thence S79°59'40"E, along said Southerly R.O.W. line, a distance of 136.38 feet, to an angle point; Thence S70°50'07"E, along said Southerly Right of Way line, a distance of 649.78 feet, to the Center Line of North Second Street; Thence N00°23'44"W, along said Center Line, a distance of 58.55 feet; Thence N53°22'37"E, along said Southerly R.O.W. line, a distance of 99.60 feet, to a Point of Curvature, said curve having it's center point in the Southerly direction, a radius of 5649.64 feet, a delta angle of 07°51'53", a chord bearing of S68°57'07"E, and a chord length of 774.88 feet; Thence Southeasterly along the arc of said curve, a distance of 775.49 feet; Thence S61°50'44"E, along said Southerly Right of Way line, a distance of 725.73 feet, to the Center Line of Prospect Street; Thence S64°58'13"E, along the Northerly line of said Certified Survey Map Document No. 536716, and said line extended, a distance of 455.70 feet, to the Center Line of said Center Street; Thence S51°42'02"E, a distance of 42.17 feet, to the Southerly Right of way line of said State Road 16; Thence N89°47'30"E, along said Southerly Right of Way line, a distance of 113.58 feet, to an angle point; Thence S23°19'39"E, along said

Southerly Right of Way line, a distance of 163.56 feet, to the Center Line of Boulder Road; Thence N86°29'13"E, along said Southerly Right of Way line of said State Road 16, 46.18 feet, to an angle point; Thence N85°17'51"E, along said Southerly R.O.W. line, a distance of 182.38 feet, to an angle point; Thence S64°50'25"E, a distance of 55.85 feet, to a point of curvature, said curve having it's center point in the Southwesterly direction, a radius of 3194.74 feet, a delta angle of 10°18'36", a chord bearing of S59°41'07"E, and a chord length of 573.99 feet; Thence Southeasterly along the arc of said curve, a distance of 574.77 feet, to the South line of the SW 1/4 of the SW 1/4 of Section 27; Thence N89°48'33"W, along said South line, a distance of 518.60 feet, to the POINT OF BEGINNING containing 2,2990,164 Square Feet or 52.575 Acres of land, more or less.

IT IS FURTHER ORDAINED AS FOLLOWS:

SECTION 2. That the above described real estate properties shall be made part of the Twenty-Third (23<sup>rd</sup>) Ward and Sixth (6<sup>th</sup>) Aldermanic Districts of the City of Watertown, Dodge County, Wisconsin (Exhibit D).

SECTION 3. That the above described real estate properties have an approximate total population of 30 persons, 24 adults and 6 children.

SECTION 4. That a future, zoning classification on the real estate properties above shall be designated as Single-Family Residential-4 (SR- 4) District, under the City of Watertown Zoning Code.

SECTION 5. That the addresses for the above described real estate properties shall be as follows:

- N590 North Water Street (PIN: 016-0915-2834-000) shall be 1237 North Water Street.
- N578 Second Street Road (PIN: 016-0915-2843-000) shall be 1627 North Second Street.
- N552 Second Street Road (PIN: 016-0915-2843-002) shall be 1617 North Second Street.
- N548 Second Street Road (PIN: 016-0915-2843-003) shall be 1611 North Second Street.
- N544 Second Street Road (PIN: 016-0915-2843-006) shall be 1605 North Second Street.
- 1528 Prospect Street (PIN: 016-0915-2844-006) shall be 1528 Prospect Street.
- 1533 Prospect Street (PIN: 016-0915-2844-009) shall be 1533 Prospect Street.
- 1529 Prospect Street (PIN: 016-0915-2844-010) shall be 1529 Prospect Street.
- 1527 Prospect Street (PIN: 016-0915-2844-011) shall be 1527 Prospect Street.
- 1519 Prospect Street (PIN: 016-0915-2844-014) shall be 1519 Prospect Street.
- 1524 Center Street (PIN: 016-0915-2844-008) shall be 1524 Center Street.
- 1522 Center Street (PIN: 016-0915-2844-013) shall be 1522 Center Street.
- 1518 Center Street (PIN: 016-0915-2844-015) shall be 1518 Center Street.

- 1530 Center Street (PIN: 016-0915-2844-003) shall be 1531 Center Street.
- 1545 Boulder Road (PIN: 016-0915-2844-019) shall be 1545 Boulder Drive.
- 1549 Boulder Road (PIN: 016-0915-2844-020) shall be 1541 Boulder Drive.
- 1537 Boulder Road (PIN: 016-0915-2844-018) shall be 1537 Boulder Drive.
- 1527 Boulder Road (PIN: 016-0915-2844-017) shall be 1527 Boulder Drive.

SECTION 6. That the Right-of-Ways within Area “4” (Exhibit A), Highway 16 Residential Area, shall become City Right-of-Ways as follows:

- North Water Street shall be North Water Street
- Rhine St (Unimproved, Row Only) shall be Rhine St (Unimproved, Row Only)
- Second Street Road shall be North Second Street
- Ranis St (Unimproved, Row Only) shall be Ranis St (Unimproved, Row Only)
- Germania St (Unimproved, Row Only) shall be Germania St (Unimproved, Row Only)
- Prospect St shall be Prospect St
- Center St / CTH M shall be Center St / CTH M
- Boulder Road shall be Boulder Drive

SECTION 7. Following attachment, of the above described real estate properties shall be required to connect to the City' s municipal water and sanitary sewer systems within twelve (12) months as outlined in Section 3.02 (d) of the Agreement.

SECTION 8. All ordinances or parts of ordinances inconsistent with the provision of this ordinance are hereby repealed.

SECTION 9. This ordinance shall take effect and be in force the day following its passage and publication.

[End.]

| DATE:              | September 3,<br>2024 |    | September 3,<br>2024 |    |
|--------------------|----------------------|----|----------------------|----|
| READING:           | 1ST                  |    | 2ND                  |    |
|                    | YES                  | NO | YES                  | NO |
| DAVIS              |                      |    |                      |    |
| LAMPE              |                      |    |                      |    |
| BOARD              |                      |    |                      |    |
| BARTZ              |                      |    |                      |    |
| BLANKE             |                      |    |                      |    |
| SMITH              |                      |    |                      |    |
| SCHMID             |                      |    |                      |    |
| WETZEL             |                      |    |                      |    |
| MOLDENHAUER        |                      |    |                      |    |
| MAYOR<br>MCFARLAND |                      |    |                      |    |
| TOTAL              |                      |    |                      |    |

ADOPTED \_\_September 3, 2024\_\_

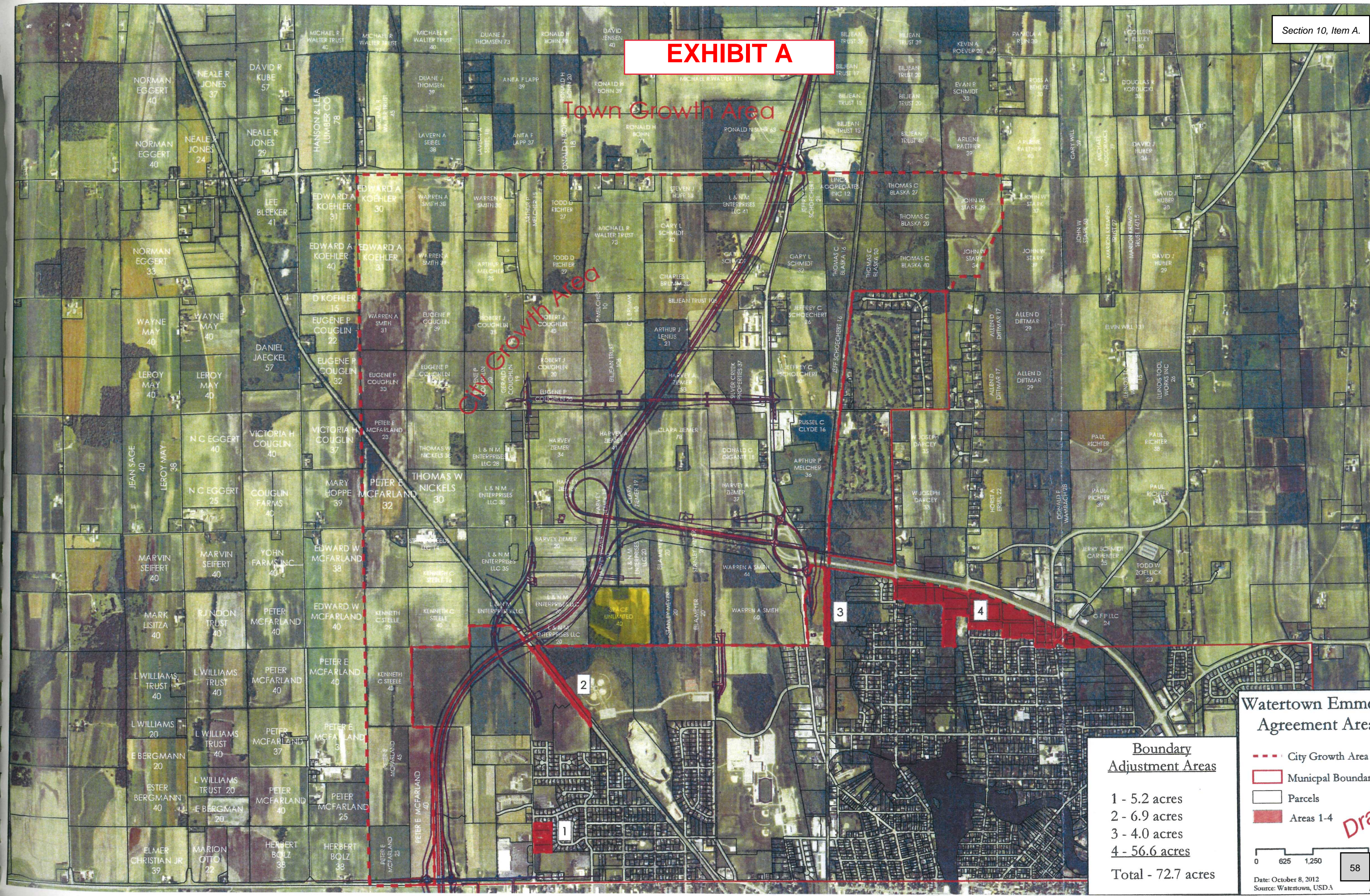
\_\_\_\_\_  
CITY CLERK

APPROVED \_\_September 3, 2024\_\_

\_\_\_\_\_  
MAYOR



EXHIBIT A



Watertown Emmett Agreement Area

Boundary Adjustment Areas

- 1 - 5.2 acres
- 2 - 6.9 acres
- 3 - 4.0 acres
- 4 - 56.6 acres
- Total - 72.7 acres

--- City Growth Area

▭ Municipal Boundary

▭ Parcels

▭ Areas 1-4

0 625 1,250 Feet

58

Date: October 8, 2012

Source: Watertown, USD.A

Draft

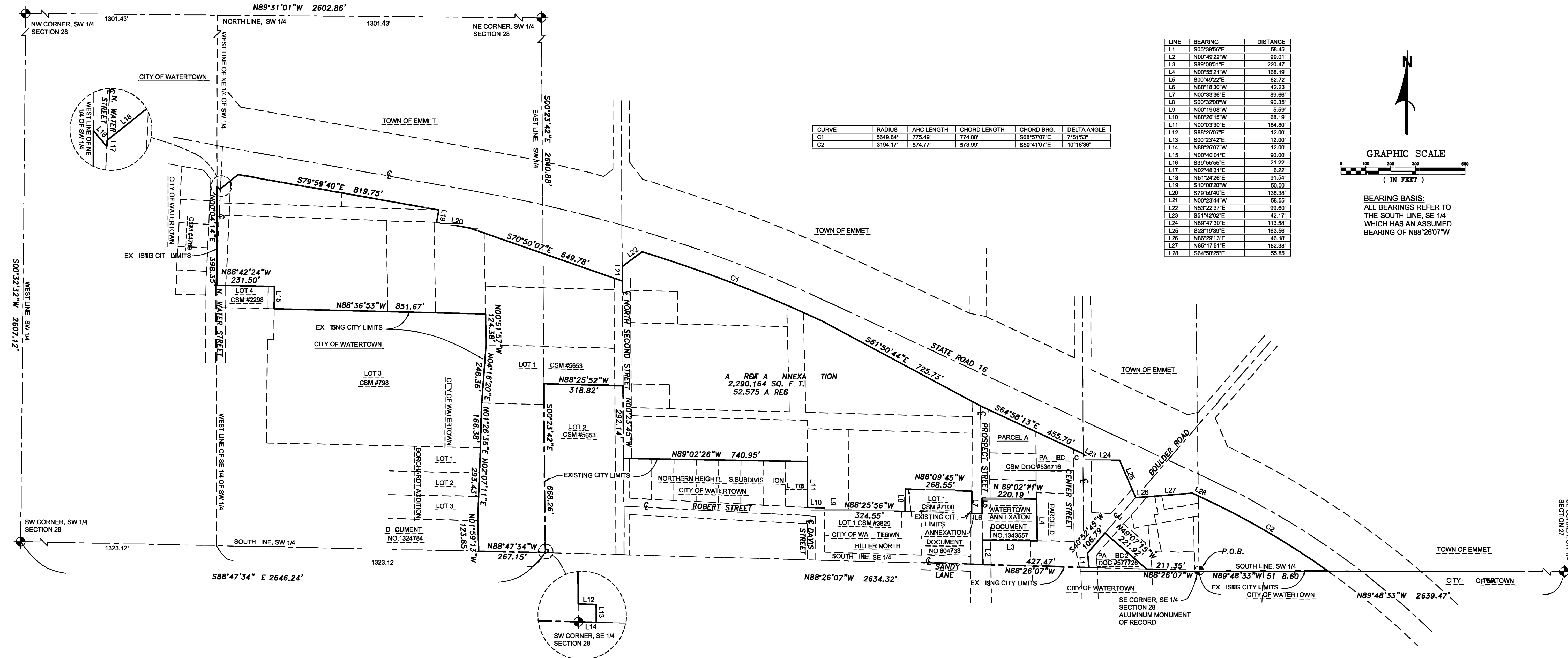


# Attachment Map

## Exhibit B

Being a part of the SW 1/4 of the SW 1/4 of Section 27 and a part of the SE 1/4 and SW 1/4 of the SE 1/4 and a part of the NE 1/4 and SE 1/4 of the SW 1/4 of Section 28, T9N, R15E, Town of Emmet, Dodge County, Wisconsin, bounded and described as follows:

BEGINNING at the Aluminum Monument that marks the Southeast corner of the SE 1/4 of Section 28; Thence N88°26'07"W Along the South line of said SE 1/4, a distance of 211.35 feet, to the Southeast corner of Parcel 2 of a Certified Survey Map as recorded in Volume 4 of Certified Surveys on Page 100 as Document No. 577726; Thence N49°07'15"W, along the North line of said Parcel 2, and said line extended, a distance of 221.92 feet, to the Center Line of Boulder Road; Thence S40°52'45"W along the Center Line of said Boulder Road, a distance of 106.79 feet, to the Center Line of Center Street; Thence S05°39'56"E, along said Center Line, a distance of 58.45 feet, to the South line of said SE 1/4; Thence N88°26'07"W, along said South line, a distance of 427.47 feet to the Center line of Prospect Street; Thence N00°49'22"W along said Center Line, a distance of 99.01 feet, to the South line extended of Parcel D of Certified Survey Map as recorded in the Dodge County Register of Deeds Office in Volume 1 of Certified Survey Maps on Page 195 as Document No. 536716; Thence S89°08'01"E, along said South line of Parcel D and said South line extended, a distance of 220.47 feet, to the Southeast corner of lands annexed in Document No. 1343557; Thence N 00°55'21"W, along the East line of said Document No. 1343557, a distance of 168.19 feet, to the Northeast corner of said Document No. 1343557, and to the Northerly line of said Parcel D; Thence N89°02'11"W, along the North line of said Document No. 1343557, a distance of 220.19 feet, to the West line of the Easterly 33 feet of Prospect Street; Thence S00°49'22"E, along said Easterly 33 foot line, a distance of 62.72 feet to the North line of lands annexed in Document No. 804733; Thence N88°18'30"W, along said North line, a distance of 42.23 feet, to the Easterly line of Lot 1 of Certified Survey Map No. 7100, as recorded in the Dodge County Register of Deeds Office as Document No. 1237895; Thence N00°33'36"E, along the Easterly line of said Lot 1 of said Certified Survey Map No. 7100, a distance of 89.66 feet to the Northeast corner of said Lot 1; Thence N88°09'45"W, along the North line of said Lot 1, a distance of 268.55 feet, to the Northwest corner of said Lot 1; Thence S00°32'08"W, along the West line of said Lot 1, a distance of 90.35 feet, to the North line of Hiller North; Thence N88°25'56"W, along the North line of said Hiller North and Lot 1 of Certified Survey Map No. 3829 as recorded in the Dodge County Register of Deeds Office in Volume 23 of Certified Surveys on Page 168 as Document No. 826760, a distance of 324.55 feet, to the Easterly Right of Way Line of Davis Street; Thence N00°19'08"W, along said Easterly Right of Way line, a distance of 5.59 feet to the Northerly Right of Way line of Robert Street; Thence N88°26'15"W, along said Northerly Right of Way line, a distance of 68.19 feet, to the Southeast corner of Lot 8 of Northern Heights Subdivision; Thence N00°03'30"E, along the East line of said Lot 8, a distance of 184.80 feet, to the Northeast corner of said Lot 8; Thence N89°02'26"W, along the North line of said Northern Heights Subdivision, a distance of 740.95 feet, to center line of North Second Street; Thence N00°23'45"W, along said Center Line, a distance of 292.14 feet; Thence N88°25'52"W, along the North line of Lot 2 of Certified Survey Map No. 5653 as recorded in the Dodge County Register of Deeds Office in Volume 37 of Certified Survey Maps on Page 160 as Document No. 1036122 and said North line extended, a distance of 318.82 feet, to the West line of said Lot 2; Thence S00°23'42"E, along said West line, a distance of 668.26 feet, to an Angle point in the West line of said Lot 2, a distance of 12.00 feet, to an angle point; Thence S00°23'42"E, along said Lot 2, a distance of 12.00 feet, to the South line of said SE 1/4; Thence N88°26'07"W, along said South line, a distance of 12.00 feet, to the Southwest corner of said SE 1/4; Thence N88°47'34"W, along the South line of the SW 1/4 of said Section 28, a distance of 267.15 feet, to the Southeast corner of lands described in Warranty Deed Document No. 1324784; Thence N01°59'13"W, along the East line of said Document No. 1324784, a distance of 123.85 feet, to the Southeast corner of Lot 3 of Borchardt Addition; Thence N02°07'11"E, along the East line of Lots 1, 2, and 3 of said Borchardt Addition, a distance of 293.43 feet, to the Southeast corner of Lot 3 of Certified Survey Map No. 798 as recorded in the Dodge County Register of Deeds Office in Volume 7 of Certified Survey Maps on Page 255 as Document No. 618259; Thence N01°26'36"E, along the East line of said Lot 3, a distance of 166.38 feet, to an angle point; Thence N04°16'20"E, along said East line, a distance of 248.36 feet, to an angle point; Thence N00°51'57"W, along said East line, a distance of 124.38 feet to the Northeast corner of said Lot 3; Thence N88°36'53"W, along the North line of said Lot 3, a distance of 851.67 feet to the Northwesterly corner of said Lot 3; Thence N00°40'01"E, along the East line of Lot 4 of Certified Survey Map No. 2298 as recorded in the Dodge County Register of Deeds Office in Volume 14 of Certified Survey Maps on Page 168 as Document No. 714174, a distance of 90.00 feet, to the Northeast corner of said Lot 4; Thence N88°42'24"W, along the North line of said Lot 4, and said North line extended, a distance of 231.50 feet, to the West line of the SE 1/4 of said SW 1/4; Thence N00°04'14"E, along said West line, and the West line of the NE 1/4 of said SW 1/4, a distance of 398.35 feet; Thence S39°55'55"E, a distance of 21.22 feet, to the Center Line of N. Water Street; Thence N02°48'31"E, along said Center Line, a distance of 6.22 feet, to the Southerly Right of Way line of State Road 16; Thence N51°24'26"E, along said Southerly Right of Way line, a distance of 91.54 feet, to an angle point; Thence S79°59'40"E, along said Southerly R.O.W. line, a distance of 136.38 feet, to an angle point; Thence S70°50'07"E, along said Southerly Right of Way line, a distance of 649.78 feet, to the Center Line of North Second Street; Thence N00°23'44"W, along said Center Line, a distance of 58.55 feet, to a Point of Curvature, said curve having it's center point in the Southerly direction, a radius of 5649.64 feet, a delta angle of 07°51'53", a chord bearing of S68°57'07"E, and a chord length of 774.88 feet; Thence Southeasterly along the arc of said curve, a distance of 775.49 feet; Thence S81°50'44"E, along said Southerly Right of Way line, a distance of 725.73 feet, to the Center Line of Prospect Street; Thence S84°58'13"E, along the Northerly line of said Certified Survey Map Document No. 536716, and said line extended, a distance of 455.70 feet, to the Center Line of said Center Street; Thence S51°42'02"E, a distance of 42.17 feet, to the Southerly Right of way line of said State Road 16; Thence N89°47'30"E, along said Southerly Right of Way line, a distance of 113.58 feet, to an angle point; Thence S23°19'39"E, along said Southerly Right of Way line, a distance of 163.56 feet, to the Center Line of Boulder Road; Thence N86°29'13"E, along said Southerly Right of Way line of said State Road 16, 46.18 feet, to an angle point; Thence N85°17'51"E, along said Southerly R.O.W. line, a distance of 182.38 feet, to an angle point; Thence S64°50'25"E, a distance of 55.85 feet, to a point of curvature, said curve having it's center point in the Southwesterly direction, a radius of 3194.74 feet, a delta angle of 10°18'36", a chord bearing of S59°41'07"E, and a chord length of 573.99 feet; Thence Southeasterly along the arc of said curve, a distance of 574.77 feet, to the South line of the SW 1/4 of the SW 1/4 of Section 27; Thence N89°48'33"W, along said South line, a distance of 518.60 feet, to the POINT OF BEGINNING containing 2,299,164 Square Feet or 52.575 Acres of land, more or less.



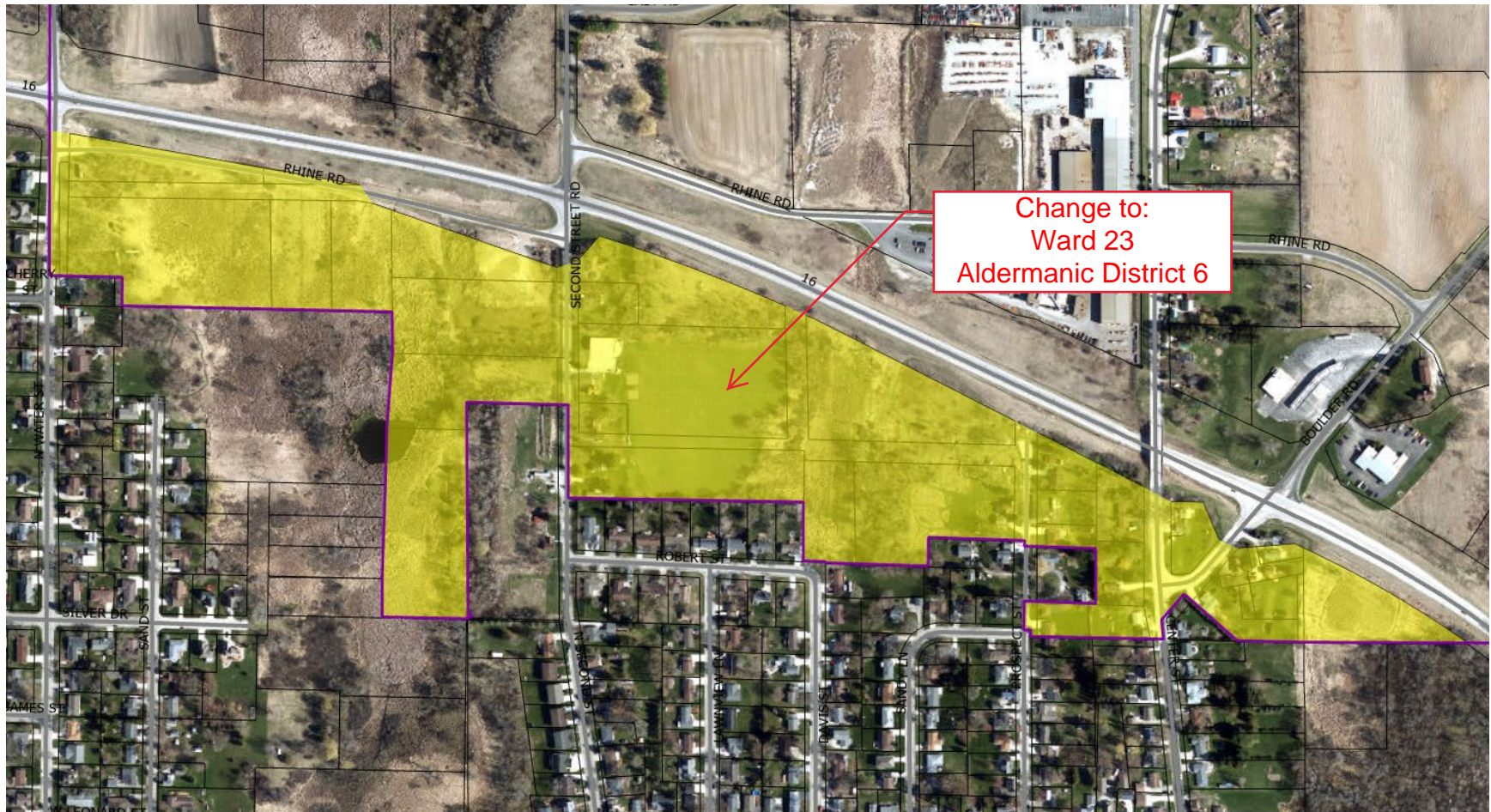
## EXHIBIT C

## Assessed Values of Attached Real Estate

| Property Owner Name                            | Property Address            | Pin                      | Total Assessed Value |
|--|-----------------------------|--------------------------|----------------------|
| Darcie A Schafer & Delfino Valenzuela Vergara  | Boulder Rd                  | 016-0915-2733-004        | \$1,200.00           |
| William T Liebhart & James L Liebhart          | *Information Not Available* | 016-0915-2831-007        | \$1,000.00           |
| John M Sullivan                                | *Information Not Available* | 016-0915-2831-008 (part) | \$1,000.00           |
| William T Liebhart & James L Liebhart          | N590 N WATER ST             | 016-0915-2834-000        | \$39,500.00          |
| Marion Rumier                                  | *Information Not Available* | 016-0915-2834-001        | \$4,500.00           |
| William T Liebhart & James L Liebhart          | *Information Not Available* | 016-0915-2834-002        | \$4,500.00           |
| William T Liebhart & James L Liebhart          | *Information Not Available* | 016-0915-2834-003        | \$4,500.00           |
| Benjamin Judd                                  | *Information Not Available* | 016-0915-2834-004        | \$1,500.00           |
| City of Watertown                              | *Information Not Available* | 016-0915-2834-005        | \$0.00               |
| William T Liebhart & James L Liebhart          | N578 Second Street Rd       | 016-0915-2843-000        | \$202,100.00         |
| William T Liebhart & James L Liebhart          | N578 Second Street Rd       | 016-0915-2843-001        | \$24,000.00          |
| Damian Denault & Mary Denault                  | N552 Second Street Rd       | 016-0915-2843-002        | \$191,200.00         |
| Alexa C Eiting & Kaleb J Eiting                | N548 Second Street Rd       | 016-0915-2843-003        | \$127,100.00         |
| William Liebhart                               | *Information Not Available* | 016-0915-2843-004        | \$25,000.00          |
| Michael Edwin Stadler Jr & Holly Marie Stadler | N544 Second Street Rd       | 016-0915-2843-006        | \$152,800.00         |
| Todd J Maier                                   | *Information Not Available* | 016-0915-2843-007        | \$6,500.00           |
| Hady Electric Inc                              | *Information Not Available* | 016-0915-2843-008        | \$62,000.00          |
| Jared M Donner & Stephanie L Donner            | 1530 Center St              | 016-0915-2844-003        | \$158,200.00         |
| Todd J Maier                                   | *Information Not Available* | 016-0915-2844-005        | \$149,900.00         |
| Todd J Maier                                   | 1528 Prospect St            | 016-0915-2844-006        | \$181,200.00         |
| Terrence J Mckee & Christine M Mckee           | 1524 Center St              | 016-0915-2844-008        | \$146,400.00         |
| Gerald R Ebert & Mary R Ebert                  | 1533 Prospect St            | 016-0915-2844-009        | \$173,100.00         |
| Brian Kelchner & Kattie Kelchner               | 1529 Prospect St            | 016-0915-2844-010        | \$47,500.00          |
| Brian Kelchner & Kattie Kelchner               | 1527 Prospect St            | 016-0915-2844-011        | \$132,800.00         |
| LKDaniels Enterprises LLC                      | 1522 Center St              | 016-0915-2844-013        | \$119,700.00         |
| Edwin & Mary J Nilsen Irrevocable Trust        | 1519 Prospect St            | 016-0915-2844-014        | \$80,000.00          |
| William F Tessmann & Raymond H Tessmann        | 1518 Center St              | 016-0915-2844-015        | \$119,800.00         |
| Debra J Ebert                                  | 1527 Boulder Rd             | 016-0915-2844-017        | \$139,100.00         |
| Warren J Halbrader & Sheila D Halbrader        | 1537 Boulder Rd             | 016-0915-2844-018        | \$129,000.00         |
| Darcie A Schafer                               | 1545 Boulder Rd             | 016-0915-2844-019        | \$113,900.00         |
| Jessica J Wortman & Craig M Wortman            | 1549 Boulder Rd             | 016-0915-2844-020        | \$107,400.00         |
| Jessica J Wortman & Craig M Wortman            | *Information Not Available* | 016-0915-2844-021        | \$15,000.00          |
| Warren J Halbrader & Sheila D Halbrader        | *Information Not Available* | 016-0915-2844-022        | \$1,000.00           |
| <b>TOTAL:</b>                                  |                             |                          | <b>2,662,400.00</b>  |



## EXHIBIT D







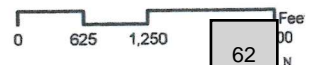


## Town Growth Area

### Boundary Adjustment Areas

- Total - 72.7 acres

 City Growth Area  
 Municipal Boundary  
 Parcels  
 Areas 1-4



Date: October 8, 2012  
Source: Watertown, USDA

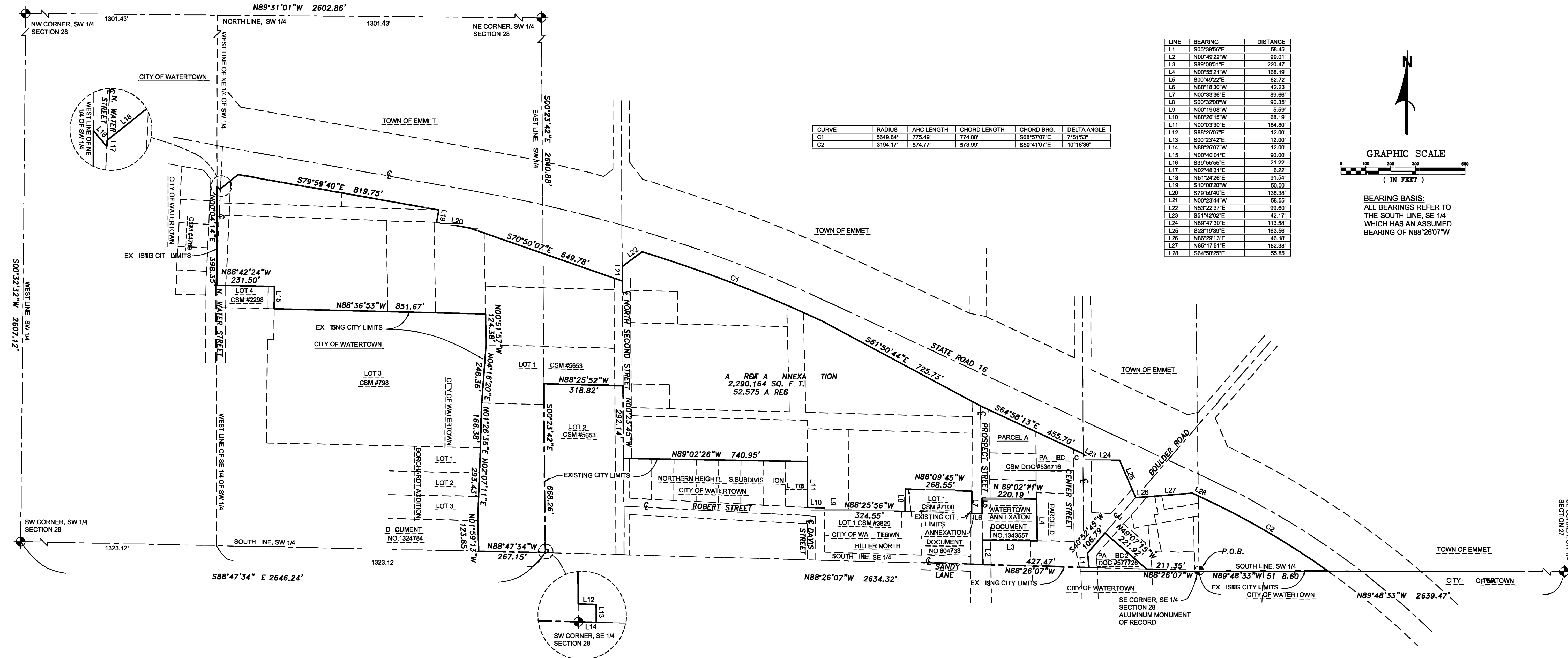


# Attachment Map

## Exhibit B

Being a part of the SW 1/4 of the SW 1/4 of Section 27 and a part of the SE 1/4 and SW 1/4 of the SE 1/4 and a part of the NE 1/4 and SE 1/4 of the SW 1/4 of Section 28, T9N, R15E, Town of Emmet, Dodge County, Wisconsin, bounded and described as follows:

BEGINNING at the Aluminum Monument that marks the Southeast corner of the SE 1/4 of Section 28; Thence N88°26'07"W Along the South line of said SE 1/4, a distance of 211.35 feet, to the Southeast corner of Parcel 2 of a Certified Survey Map as recorded in Volume 4 of Certified Surveys on Page 100 as Document No. 577726; Thence N49°07'15"W, along the North line of said Parcel 2, and said line extended, a distance of 221.92 feet, to the Center Line of Boulder Road; Thence S40°52'45"W along the Center Line of said Boulder Road, a distance of 106.79 feet, to the Center Line of Center Street; Thence S05°39'56"E, along said Center Line, a distance of 58.45 feet, to the South line of said SE 1/4; Thence N88°26'07"W, along said South line, a distance of 427.47 feet to the Center line of Prospect Street; Thence N00°49'22"W along said Center Line, a distance of 99.01 feet, to the South line extended of Parcel D of Certified Survey Map as recorded in the Dodge County Register of Deeds Office in Volume 1 of Certified Survey Maps on Page 195 as Document No. 536716; Thence S89°08'01"E, along said South line of Parcel D and said South line extended, a distance of 220.47 feet, to the Southeast corner of lands annexed in Document No. 1343557; Thence N 00°55'21"W, along the East line of said Document No. 1343557, and to the Northerly line of said Parcel D; Thence N89°02'11"W, along the North line of said Document No. 1343557, a distance of 220.19 feet, to the West line of the Easterly 33 feet of Prospect Street; Thence S00°49'22"E, along said Easterly 33 foot line, a distance of 62.72 feet to the North line of lands annexed in Document No. 804733; Thence N88°18'30"W, along said North line, a distance of 42.23 feet, to the Easterly line of Lot 1 of Certified Survey Map No. 7100, as recorded in the Dodge County Register of Deeds Office as Document No. 1237895; Thence N00°33'36"E, along the Easterly line of said Lot 1 of said Certified Survey Map No. 7100, a distance of 89.66 feet to the Northeast corner of said Lot 1; Thence N88°09'45"W, along the North line of said Lot 1, a distance of 268.55 feet, to the Northwest corner of said Lot 1; Thence S00°32'08"W, along the West line of said Lot 1, a distance of 90.35 feet, to the North line of Hiller North; Thence N88°25'56"W, along the North line of said Hiller North and Lot 1 of Certified Survey Map No. 3829 as recorded in the Dodge County Register of Deeds Office in Volume 23 of Certified Surveys on Page 168 as Document No. 826760, a distance of 324.55 feet, to the Easterly Right of Way Line of Davis Street; Thence N00°19'08"W, along said Easterly Right of Way line, a distance of 5.59 feet to the Northerly Right of Way line of Robert Street; Thence N88°26'15"W, along said Northerly Right of Way line, a distance of 68.19 feet, to the Southeast corner of Lot 8 of Northern Heights Subdivision; Thence N00°03'30"E, along the East line of said Lot 8, a distance of 184.80 feet, to the Northeast corner of said Lot 8; Thence N89°02'26"W, along the North line of said Northern Heights Subdivision, a distance of 740.95 feet, to center line of North Second Street; Thence N00°23'45"W, along said Center Line, a distance of 292.14 feet; Thence N88°25'52"W, along the North line of Lot 2 of Certified Survey Map No. 5653 as recorded in the Dodge County Register of Deeds Office in Volume 37 of Certified Survey Maps on Page 160 as Document No. 1036122 and said North line extended, a distance of 318.82 feet, to the West line of said Lot 2; Thence S00°23'42"E, along said West line, a distance of 668.26 feet, to an Angle point in the West line of said Lot 2, a distance of 12.00 feet, to an angle point; Thence S00°23'42"E, along said Lot 2, a distance of 12.00 feet, to the South line of said SE 1/4; Thence N88°26'07"W, along said South line, a distance of 12.00 feet, to the Southwest corner of said SE 1/4; Thence N88°47'34"W, along the South line of the SW 1/4 of said Section 28, a distance of 267.15 feet, to the Southeast corner of lands described in Warranty Deed Document No. 1324784; Thence N01°59'13"W, along the East line of said Document No. 1324784, a distance of 123.85 feet, to the Southeast corner of Lot 3 of Borchardt Addition; Thence N02°07'11"E, along the East line of Lots 1, 2, and 3 of said Borchardt Addition, a distance of 293.43 feet, to the Southeast corner of Lot 3 of Certified Survey Map No. 798 as recorded in the Dodge County Register of Deeds Office in Volume 7 of Certified Survey Maps on Page 255 as Document No. 618259; Thence N01°26'36"E, along the East line of said Lot 3, a distance of 166.38 feet, to an angle point; Thence N04°16'20"E, along said East line, a distance of 248.36 feet, to an angle point; Thence N00°51'57"W, along said East line, a distance of 124.38 feet to the Northeast corner of said Lot 3; Thence N88°36'53"W, along the North line of said Lot 3, a distance of 851.67 feet to the Northwesterly corner of said Lot 3; Thence N00°40'01"E, along the East line of Lot 4 of Certified Survey Map No. 2298 as recorded in the Dodge County Register of Deeds Office in Volume 14 of Certified Survey Maps on Page 168 as Document No. 714174, a distance of 90.00 feet, to the Northeast corner of said Lot 4; Thence N88°42'24"W, along the North line of said Lot 4, and said North line extended, a distance of 231.50 feet, to the West line of the SE 1/4 of said SW 1/4; Thence N00°04'14"E, along said West line, and the West line of the NE 1/4 of said SW 1/4, a distance of 398.35 feet; Thence S39°55'55"E, a distance of 21.22 feet, to the Center Line of N. Water Street; Thence N02°48'31"E, along said Center Line, a distance of 6.22 feet, to the Southerly Right of Way line of State Road 16; Thence N51°24'26"E, along said Southerly Right of Way Line, a distance of 91.54 feet, to an angle point; Thence S79°59'40"E, along said Southerly R.O.W. line, a distance of 136.38 feet, to an angle point; Thence S70°50'07"E, along said Southerly Right of Way line, a distance of 649.78 feet, to the Center Line of North Second Street; Thence N00°23'44"W, along said Center Line, a distance of 58.55 feet, to a Point of Curvature, said curve having it's center point in the Southerly direction, a radius of 5649.64 feet, a delta angle of 07°51'53", a chord bearing of S68°57'07"E, and a chord length of 774.88 feet; Thence Southeasterly along the arc of said curve, a distance of 775.49 feet; Thence S81°50'44"E, along said Southerly Right of Way line, a distance of 725.73 feet, to the Center Line of Prospect Street; Thence S84°58'13"E, along the Northerly line of said Certified Survey Map Document No. 536716, and said line extended, a distance of 455.70 feet, to the Center Line of said Center Street; Thence S51°42'02"E, a distance of 42.17 feet, to the Southerly Right of way line of said State Road 16; Thence N89°47'30"E, along said Southerly Right of Way line, a distance of 113.58 feet, to an angle point; Thence S23°19'39"E, along said Southerly Right of Way line, a distance of 163.56 feet, to the Center Line of Boulder Road; Thence N86°29'13"E, along said Southerly Right of Way line of said State Road 16, 46.18 feet, to an angle point; Thence N85°17'51"E, along said Southerly R.O.W. line, a distance of 182.38 feet, to an angle point; Thence S64°50'25"E, a distance of 55.85 feet, to a point of curvature, said curve having it's center point in the Southwesterly direction, a radius of 3194.74 feet, a delta angle of 10°18'36", a chord bearing of S59°41'07"E, and a chord length of 573.99 feet; Thence Southeasterly along the arc of said curve, a distance of 574.77 feet, to the South line of the SW 1/4 of the SW 1/4 of Section 27; Thence N89°48'33"W, along said South line, a distance of 518.60 feet, to the POINT OF BEGINNING containing 2,2990,164 Square Feet or 52.575 Acres of land, more or less.



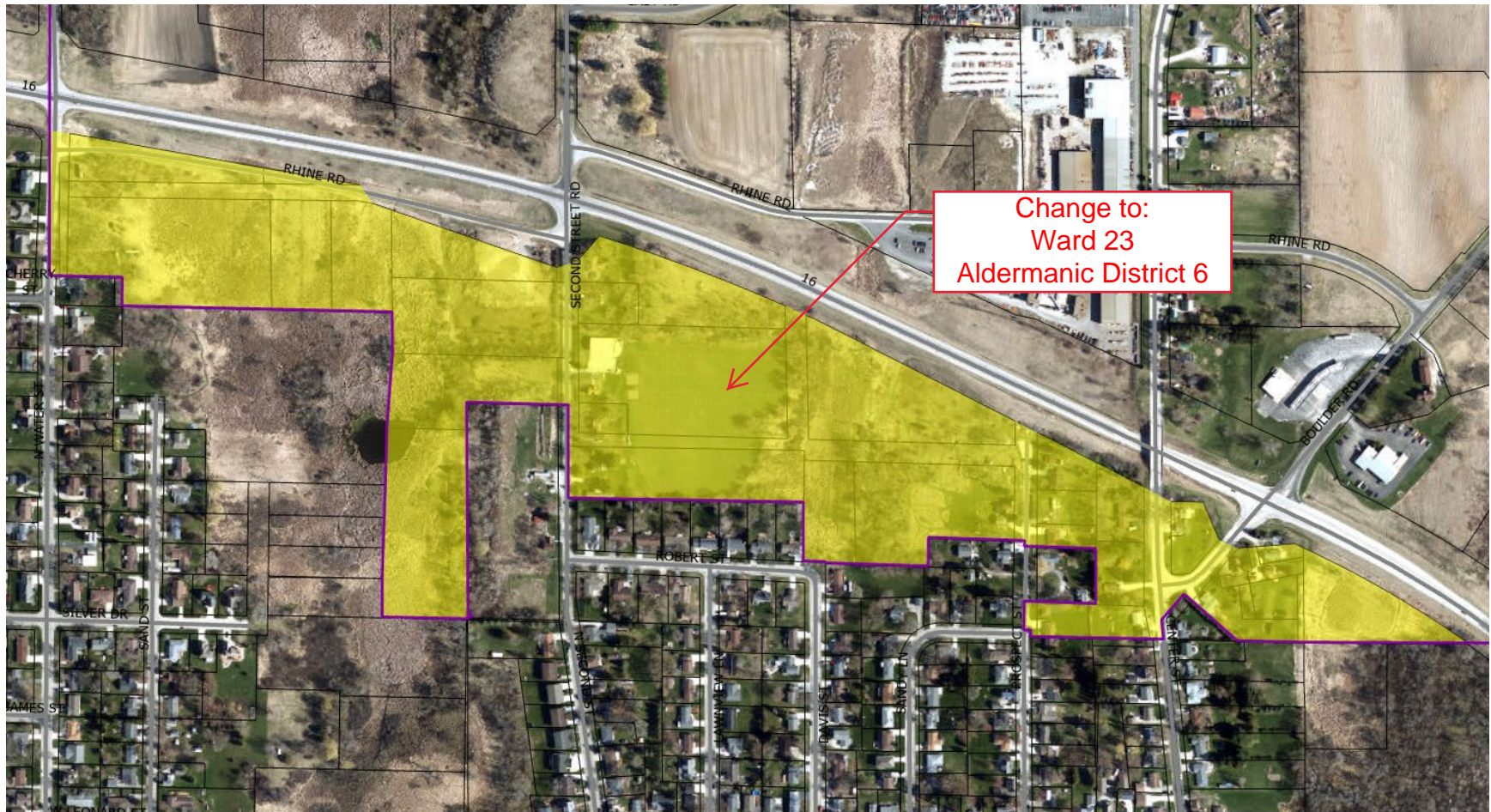
## EXHIBIT C

## Assessed Values of Attached Real Estate

| Property Owner Name                            | Property Address            | Pin                      | Total Assessed Value |
|--|-----------------------------|--------------------------|----------------------|
| Darcie A Schafer & Delfino Valenzuela Vergara  | Boulder Rd                  | 016-0915-2733-004        | \$1,200.00           |
| William T Liebhart & James L Liebhart          | *Information Not Available* | 016-0915-2831-007        | \$1,000.00           |
| John M Sullivan                                | *Information Not Available* | 016-0915-2831-008 (part) | \$1,000.00           |
| William T Liebhart & James L Liebhart          | N590 N WATER ST             | 016-0915-2834-000        | \$39,500.00          |
| Marion Rumier                                  | *Information Not Available* | 016-0915-2834-001        | \$4,500.00           |
| William T Liebhart & James L Liebhart          | *Information Not Available* | 016-0915-2834-002        | \$4,500.00           |
| William T Liebhart & James L Liebhart          | *Information Not Available* | 016-0915-2834-003        | \$4,500.00           |
| Benjamin Judd                                  | *Information Not Available* | 016-0915-2834-004        | \$1,500.00           |
| City of Watertown                              | *Information Not Available* | 016-0915-2834-005        | \$0.00               |
| William T Liebhart & James L Liebhart          | N578 Second Street Rd       | 016-0915-2843-000        | \$202,100.00         |
| William T Liebhart & James L Liebhart          | N578 Second Street Rd       | 016-0915-2843-001        | \$24,000.00          |
| Damian Denault & Mary Denault                  | N552 Second Street Rd       | 016-0915-2843-002        | \$191,200.00         |
| Alexa C Eiting & Kaleb J Eiting                | N548 Second Street Rd       | 016-0915-2843-003        | \$127,100.00         |
| William Liebhart                               | *Information Not Available* | 016-0915-2843-004        | \$25,000.00          |
| Michael Edwin Stadler Jr & Holly Marie Stadler | N544 Second Street Rd       | 016-0915-2843-006        | \$152,800.00         |
| Todd J Maier                                   | *Information Not Available* | 016-0915-2843-007        | \$6,500.00           |
| Hady Electric Inc                              | *Information Not Available* | 016-0915-2843-008        | \$62,000.00          |
| Jared M Donner & Stephanie L Donner            | 1530 Center St              | 016-0915-2844-003        | \$158,200.00         |
| Todd J Maier                                   | *Information Not Available* | 016-0915-2844-005        | \$149,900.00         |
| Todd J Maier                                   | 1528 Prospect St            | 016-0915-2844-006        | \$181,200.00         |
| Terrence J Mckee & Christine M Mckee           | 1524 Center St              | 016-0915-2844-008        | \$146,400.00         |
| Gerald R Ebert & Mary R Ebert                  | 1533 Prospect St            | 016-0915-2844-009        | \$173,100.00         |
| Brian Kelchner & Kattie Kelchner               | 1529 Prospect St            | 016-0915-2844-010        | \$47,500.00          |
| Brian Kelchner & Kattie Kelchner               | 1527 Prospect St            | 016-0915-2844-011        | \$132,800.00         |
| LKDaniels Enterprises LLC                      | 1522 Center St              | 016-0915-2844-013        | \$119,700.00         |
| Edwin & Mary J Nilsen Irrevocable Trust        | 1519 Prospect St            | 016-0915-2844-014        | \$80,000.00          |
| William F Tessmann & Raymond H Tessmann        | 1518 Center St              | 016-0915-2844-015        | \$119,800.00         |
| Debra J Ebert                                  | 1527 Boulder Rd             | 016-0915-2844-017        | \$139,100.00         |
| Warren J Halbrader & Sheila D Halbrader        | 1537 Boulder Rd             | 016-0915-2844-018        | \$129,000.00         |
| Darcie A Schafer                               | 1545 Boulder Rd             | 016-0915-2844-019        | \$113,900.00         |
| Jessica J Wortman & Craig M Wortman            | 1549 Boulder Rd             | 016-0915-2844-020        | \$107,400.00         |
| Jessica J Wortman & Craig M Wortman            | *Information Not Available* | 016-0915-2844-021        | \$15,000.00          |
| Warren J Halbrader & Sheila D Halbrader        | *Information Not Available* | 016-0915-2844-022        | \$1,000.00           |
| <b>TOTAL:</b>                                  |                             |                          | <b>2,662,400.00</b>  |



## EXHIBIT D



**AN ORDINANCE**

**FOR ATTACHMENT OF REAL ESTATE BY BOUNDARY ADJUSTMENT FROM THE TOWN OF EMMET TO THE CITY OF WATERTOWN, DODGE COUNTY, WISCONSIN**

Sponsor: Emily McFarland, Mayor & Chair  
Committee: Plan Commission

WHEREAS, the City of Watertown and Town of Emmet adopted a Cooperative Plan consistent with § 66.0307, Wisconsin Statutes, and which was approved by the Wisconsin Department of Administration, which identifies areas within the Town of Emmet as expansion areas to mandatorily attach to the City of Watertown; and,

WHEREAS, the proposed territory to be attached is located within Area “4” (Exhibit A), Highway 16 Residential Area, is identified in the Intergovernmental Cooperative Plan pursuant to Wisconsin Statute Section 66.0307 agreement between the City of Watertown and the Town of Emmet to undergo a mandatory boundary adjustment on or before September 29<sup>th</sup>, 2024 and is further outlined in Section 3.02 of the Agreement; and,

WHEREAS, a copy of the Intergovernmental Cooperative Plan pursuant to Wisconsin Statute Section 66.0307 agreement between the City of Watertown and the Town of Emmet has been reviewed by the Watertown Plan Commission and has been given to the Town Board of the Town of Emmet, in compliance with Section 66.0307 (2) and (4) of the Wisconsin Statutes; and,

WHEREAS, the Town of Emmet waives it’s right to oppose attachment under Section 8.05(e) of the Intergovernmental Cooperative Plan; and.

WHEREAS, the Watertown Plan Commission has indicated its support and positive recommendation for attachment; and,

WHEREAS, the total assessed value of the below described real estate properties is \$2,662,400.00. (Exhibit C)

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF WATERTOWN DOES ORDAIN AS FOLLOWS:

SECTION 1. That the following described real estate be, and the same is, hereby detached from the Town of Emmet, Dodge County, Wisconsin, and, for the attachment of same to the City of Watertown, Dodge County, Wisconsin, as described and mapped in (Exhibit B).

Attachment Description

Being a part of the SW 1/4 of the SW 1/4 of Section 27 and a part of the SE 1/4 and SW 1/4 of the SE 1/4 and a part of the NE 1/4 and SE 1/4 of the SW 1/4 of Section 28, T9N, R15E, Town of Emmet, Dodge County, Wisconsin, bounded and described as follows:

(September 3, 2024) Ord #24-20

BEGINNING at the Aluminum Monument that marks the Southeast corner of the SE 1/4 of Section 28; Thence N88°26'07"W Along the South line of said SE 1/4, a distance of 211.35 feet, to the Southeast corner of Parcel 2 of a Certified Survey Map as recorded in Volume 4 of Certified Surveys on Page 100 as Document No. 577726; Thence N49°07'15"W, along the North line of said Parcel 2, and said line extended, a distance of 221.92 feet, to the Center Line of Boulder Road; Thence S40°52'45"W along the Center Line of said Boulder Road, a distance of 106.79 feet, to the Center Line of Center Street; Thence S05°39'56"E, along said Center Line, a distance of 58.45 feet, to the South line of said SE 1/4; Thence N88°26'07"W, along said South line, a distance of 427.47 feet to the Center line of Prospect Street; Thence N00°49'22"W along said Center Line, a distance of 99.01 feet, to the South line extended of Parcel D of Certified Survey Map as recorded in the Dodge County Register of Deeds Office in Volume 1 of Certified Survey Maps on Page 195 as Document No. 536716; Thence S89°08'01"E, along said South line of Parcel D and said South line extended, a distance of 220.47 feet, to the Southeast corner of lands annexed in Document No. 1343557; Thence N 00°55'21"W, along the East line of said Document No. 1343557, a distance of 168.19 feet, to the Northeast corner of said Document No. 1343557, and to the Northerly line of said Parcel D; Thence N89°02'11"W, along the North line of said Document No. 1343557, a distance of 220.19 feet, to the West line of the Easterly 33 feet of Prospect Street; Thence S00°49'22"E, along said Easterly 33 foot line, a distance of 62.72 feet to the North line of lands annexed in Document No. 604733; Thence N88°18'30"W, along said North line, a distance of 42.23 feet, to the Easterly line of Lot 1 of Certified Survey Map No. 7100, as recorded in the Dodge County Register of Deeds Office as Document No. 1237895 ; Thence N00°33'36"E, along the Easterly line of said Lot 1 of said Certified Survey Map No. 7100, a distance of 89.66 feet to the Northeast corner of said Lot 1; Thence N88°09'45"W, a long the North line of said Lot 1, a distance of 268.55 feet, to the Northwest corner of said Lot 1; Thence S00°32'08"W, along the West line of said Lot 1, a distance of 90.35 feet, to the North line of Hiller North; Thence N88°25'56"W, along the North line of said Hiller North and Lot 1 of Certified Survey Map No. 3829 as recorded in the Dodge County Register of Deeds Office in Volume 23 of Certified Surveys on Page 168 as Document No. 826760, a distance of 324.55 feet, to the Easterly Right of Way Line of Davis Street; Thence N00°19'08"W, along said Easterly Right of Way line, a distance of 5.59 feet to the Northerly Right of Way line of Robert Street; Thence N88°26'15"W, along said Northerly Right of Way line, a distance of 68.19 feet, to the Southeast corner of Lot 8 of Northern Heights Subdivision; Thence N00°03'30"E, along the East line of said Lot 8, a distance of 184.80 feet, to the Northeast corner of said Lot 8; Thence N89°02'26"W, along the North line of said Northern Heights Subdivision, a distance of 740.95 feet, to center line of North Second Street; Thence N00°23'45"W, along said Center Line, a distance of 292.14 feet; Thence N88°25'52"W, along the North line of Lot 2 of Certified Survey Map No. 5653 as recorded in the Dodge County Register of Deeds Office in Volume 37 of Certified Survey Maps on Page 160 as Document No. 1036122 and said North line extended, a distance of 318.82 feet, to the West line of said SE 1/4 also being the West line of said Lot 2;

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Thence S00°23'42"E, along said West line, a distance of 668.26 feet, to an Angle point in the West line of said Lot 2; Thence S88°26'07"E, along said Lot 2, a distance of 12.00 feet, to an angle point; Thence S00°23'42"E, along said Lot 2, a distance of 12.00 feet, to the South line of said SE 1/4; Thence N88°26'07"W, along said South line, a distance of 12.00 feet, to the Southwest corner of said SE 1/4; Thence N88°47'34"W, along the South line of the SW 1/4 of said Section 28, a distance of 267.15 feet, to the Southeast corner of lands described in Warranty Deed Document No. 1324784; Thence N01°59'13"W, along the East line of said Document No. 1324784, a distance of 123.85 feet, to the Southeast corner of Lot 3 of Borchardt Addition; Thence N02°07'11"E, along the East line of Lots 1, 2, and 3 of said Borchardt Addition, a distance of 293.43 feet, to the Southeast corner of Lot 3 of Certified Survey Map No. 798 as recorded in the Dodge County Register of Deeds Office in Volume 7 of Certified Survey Maps on Page 255 as Document No. 618259; Thence N01°26'36"E, along the East line of said Lot 3, a distance of 166.38 feet, to an angle point; Thence N04°16'20"E, along said East line, a distance of 248.36 feet, to an angle point; Thence N00°51'57"W, along said East line, a distance of 124.38 feet to the Northeast corner of said Lot 3; Thence N88°36'53"W, along the North line of said Lot 3, a distance of 851.67 feet to the Northwesterly corner of said Lot 3; Thence N00°40'01"E, along the East line of Lot 4 of Certified Survey Map No. 2298 as recorded in the Dodge County Register of Deeds Office in Volume 14 of Certified Survey Maps on Page 168 as Document No. 714174, a distance of 90.00 feet, to the Northeast corner of said Lot 4; Thence N88°42'24"W, along the North line of said Lot 4, and said North line extended, a distance of 231.50 feet, to the West line of the SE 1/4 of said SW 1/4; Thence N00°04'14"E, along said West line, and the West line of the NE 1/4 of said SW 1/4, a distance of 398.35 feet; Thence S39°55'55"E, a distance of 21.22 feet, to the Center Line of N. Water Street; Thence N02°48'31"E, along said Center Line, a distance of 6.22 feet, to the Southerly Right of Way line of State Road 16; Thence N51°24'26"E, along said Southerly Right of Way Line, a distance of 91.54 feet, to an angle point; Thence S79°59'40"E, along said Southerly Right of Way, a distance of 819.75 feet, to an angle point; Thence S10°00'20"W, along said R.O.W. line, a distance of 50.00 feet, to an angle point; Thence S79°59'40"E, along said Southerly R.O.W. line, a distance of 136.38 feet, to an angle point; Thence S70°50'07"E, along said Southerly Right of Way line, a distance of 649.78 feet, to the Center Line of North Second Street; Thence N00°23'44"W, along said Center Line, a distance of 58.55 feet; Thence N53°22'37"E, along said Southerly R.O.W. line, a distance of 99.60 feet, to a Point of Curvature, said curve having it's center point in the Southerly direction, a radius of 5649.64 feet, a delta angle of 07°51'53", a chord bearing of S68°57'07"E, and a chord length of 774.88 feet; Thence Southeasterly along the arc of said curve, a distance of 775.49 feet; Thence S61°50'44"E, along said Southerly Right of Way line, a distance of 725.73 feet, to the Center Line of Prospect Street; Thence S64°58'13"E, along the Northerly line of said Certified Survey Map Document No. 536716, and said line extended, a distance of 455.70 feet, to the Center Line of said Center Street; Thence S51°42'02"E, a distance of 42.17 feet, to the Southerly Right of way line of said State Road 16; Thence N89°47'30"E, along said Southerly Right of Way line, a distance of 113.58 feet, to an angle point; Thence S23°19'39"E, along said



Southerly Right of Way line, a distance of 163.56 feet, to the Center Line of Boulder Road; Thence N86°29'13"E, along said Southerly Right of Way line of said State Road 16, 46.18 feet, to an angle point; Thence N85°17'51"E, along said Southerly R.O.W. line, a distance of 182.38 feet, to an angle point; Thence S64°50'25"E, a distance of 55.85 feet, to a point of curvature, said curve having it's center point in the Southwesterly direction, a radius of 3194.74 feet, a delta angle of 10°18'36", a chord bearing of S59°41'07"E, and a chord length of 573.99 feet; Thence Southeasterly along the arc of said curve, a distance of 574.77 feet, to the South line of the SW 1/4 of the SW 1/4 of Section 27; Thence N89°48'33"W, along said South line, a distance of 518.60 feet, to the POINT OF BEGINNING containing 2,2990,164 Square Feet or 52.575 Acres of land, more or less.

IT IS FURTHER ORDAINED AS FOLLOWS:

SECTION 2. That the above described real estate properties shall be made part of the Twenty-Third (23<sup>rd</sup>) Ward and Sixth (6<sup>th</sup>) Aldermanic Districts of the City of Watertown, Dodge County, Wisconsin (Exhibit D).

SECTION 3. That the above described real estate properties have an approximate total population of 30 persons, 24 adults and 6 children.

SECTION 4. That a future, zoning classification on the real estate properties above shall be designated as Single-Family Residential-4 (SR- 4) District, under the City of Watertown Zoning Code.

SECTION 5. That the addresses for the above described real estate properties shall be as follows:

- N590 North Water Street (PIN: 016-0915-2834-000) shall be 1237 North Water Street.
- N578 Second Street Road (PIN: 016-0915-2843-000) shall be 1627 North Second Street.
- N552 Second Street Road (PIN: 016-0915-2843-002) shall be 1617 North Second Street.
- N548 Second Street Road (PIN: 016-0915-2843-003) shall be 1611 North Second Street.
- N544 Second Street Road (PIN: 016-0915-2843-006) shall be 1605 North Second Street.
- 1528 Prospect Street (PIN: 016-0915-2844-006) shall be 1528 Prospect Street.
- 1533 Prospect Street (PIN: 016-0915-2844-009) shall be 1533 Prospect Street.
- 1529 Prospect Street (PIN: 016-0915-2844-010) shall be 1529 Prospect Street.
- 1527 Prospect Street (PIN: 016-0915-2844-011) shall be 1527 Prospect Street.
- 1519 Prospect Street (PIN: 016-0915-2844-014) shall be 1519 Prospect Street.
- 1524 Center Street (PIN: 016-0915-2844-008) shall be 1524 Center Street.
- 1522 Center Street (PIN: 016-0915-2844-013) shall be 1522 Center Street.
- 1518 Center Street (PIN: 016-0915-2844-015) shall be 1518 Center Street.

- 1530 Center Street (PIN: 016-0915-2844-003) shall be 1531 Center Street.
- 1545 Boulder Road (PIN: 016-0915-2844-019) shall be 1545 Boulder Drive.
- 1549 Boulder Road (PIN: 016-0915-2844-020) shall be 1541 Boulder Drive.
- 1537 Boulder Road (PIN: 016-0915-2844-018) shall be 1537 Boulder Drive.
- 1527 Boulder Road (PIN: 016-0915-2844-017) shall be 1527 Boulder Drive.

SECTION 6. That the Right-of-Ways within Area “4” (Exhibit A), Highway 16 Residential Area, shall become City Right-of-Ways as follows:

- North Water Street shall be North Water Street
- Rhine St (Unimproved, Row Only) shall be Rhine St (Unimproved, Row Only)
- Second Street Road shall be North Second Street
- Ranis St (Unimproved, Row Only) shall be Ranis St (Unimproved, Row Only)
- Germania St (Unimproved, Row Only) shall be Germania St (Unimproved, Row Only)
- Prospect St shall be Prospect St
- Center St / CTH M shall be Center St / CTH M
- Boulder Road shall be Boulder Drive

SECTION 7. Following attachment, of the above described real estate properties shall be required to connect to the City' s municipal water and sanitary sewer systems within twelve (12) months as outlined in Section 3.02 (d) of the Agreement.

SECTION 8. All ordinances or parts of ordinances inconsistent with the provision of this ordinance are hereby repealed.

SECTION 9. This ordinance shall take effect and be in force the day following its passage and publication.

[End.]

| DATE:              | September 3,<br>2024 |    | September 3,<br>2024 |    |
|--------------------|----------------------|----|----------------------|----|
| READING:           | 1ST                  |    | 2ND                  |    |
|                    | YES                  | NO | YES                  | NO |
| DAVIS              |                      |    |                      |    |
| LAMPE              |                      |    |                      |    |
| BOARD              |                      |    |                      |    |
| BARTZ              |                      |    |                      |    |
| BLANKE             |                      |    |                      |    |
| SMITH              |                      |    |                      |    |
| SCHMID             |                      |    |                      |    |
| WETZEL             |                      |    |                      |    |
| MOLDENHAUER        |                      |    |                      |    |
| MAYOR<br>MCFARLAND |                      |    |                      |    |
| TOTAL              |                      |    |                      |    |

ADOPTED \_\_September 3, 2024\_\_

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

APPROVED \_\_September 3, 2024\_\_

\_\_\_\_\_  
MAYOR

**ORDINANCE TO  
AMEND CHAPTER 52, ARTICLE 1, DISTRICTS AND WARDS, OF THE  
CITY OF WATERTOWN GENERAL ORDINANCES**

Section 10, Item C.

**SPONSOR: MAYOR MCFARLAND**

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

§ 52-1. Aldermanic districts.

A. The Aldermanic Districts of the City of Watertown shall be as follows:

- (1) The First Aldermanic District shall consist of Wards 1 & 2,
- (2) The Second Aldermanic District shall consist of Wards 5, 6 and 7.
- (3) The Third Aldermanic District shall consist of Wards 16 and 17
- (4) The Fourth Aldermanic District shall consist of Wards 14 and 15.
- (5) The Fifth Aldermanic District shall consist of Wards 8, 9 and 10.
- (6) The Sixth Aldermanic District shall consist of Wards 3, 4, and 23
- (7) The Seventh Aldermanic District shall consist of Wards 11, 12, and 13.
- (8) The Eighth Aldermanic District shall consist of Wards 20, 21 and 22.
- (9) The Ninth Aldermanic District shall consist of Wards 18 and 19.

B. Wards as referred to in this article are wards as established by the Common Council of the City of Watertown with Resolution Exhibit No. 9288, October 19, 2021 and Exhibit No. 9645, September 3, 2024.

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:              | September 3,<br>2024 |    | September 3,<br>2024 |    |
|--------------------|----------------------|----|----------------------|----|
| READING:           | 1ST                  |    | 2ND                  |    |
|                    | YES                  | NO | YES                  | NO |
| DAVID              |                      |    |                      |    |
| LAMPE              |                      |    |                      |    |
| BOARD              |                      |    |                      |    |
| BARTZ              |                      |    |                      |    |
| BLANKE             |                      |    |                      |    |
| SMITH              |                      |    |                      |    |
| SCHMID             |                      |    |                      |    |
| WETZEL             |                      |    |                      |    |
| MOLDENHAUER        |                      |    |                      |    |
| MAYOR<br>MCFARLAND |                      |    |                      |    |
| TOTAL              |                      |    |                      |    |

ADOPTED September 3, 2024

CITY CLERK

APPROVED September 3, 2024

MAYOR

**ORDINANCE TO  
AMEND CHAPTER 52, ARTICLE 1, DISTRICTS AND WARDS, OF THE  
CITY OF WATERTOWN GENERAL ORDINANCES**

Section 10, Item D.

**SPONSOR: MAYOR MCFARLAND**

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

§ 52-1. Aldermanic districts.

A. The Aldermanic Districts of the City of Watertown shall be as follows:

- (1) The First Aldermanic District shall consist of Wards 1 & 2,
- (2) The Second Aldermanic District shall consist of Wards 5, 6 and 7.
- (3) The Third Aldermanic District shall consist of Wards 16 and 17
- (4) The Fourth Aldermanic District shall consist of Wards 14 and 15.
- (5) The Fifth Aldermanic District shall consist of Wards 8, 9 and 10.
- (6) The Sixth Aldermanic District shall consist of Wards 3, 4, and 23
- (7) The Seventh Aldermanic District shall consist of Wards 11, 12, and 13.
- (8) The Eighth Aldermanic District shall consist of Wards 20, 21 and 22.
- (9) The Ninth Aldermanic District shall consist of Wards 18 and 19.

B. Wards as referred to in this article are wards as established by the Common Council of the City of Watertown with Resolution Exhibit No. 9288, October 19, 2021 and Exhibit No. 9645, September 3, 2024.

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:              | September 3,<br>2024 |    | September 3,<br>2024 |    |
|--------------------|----------------------|----|----------------------|----|
| READING:           | 1ST                  |    | 2ND                  |    |
|                    | YES                  | NO | YES                  | NO |
| DAVID              |                      |    |                      |    |
| LAMPE              |                      |    |                      |    |
| BOARD              |                      |    |                      |    |
| BARTZ              |                      |    |                      |    |
| BLANKE             |                      |    |                      |    |
| SMITH              |                      |    |                      |    |
| SCHMID             |                      |    |                      |    |
| WETZEL             |                      |    |                      |    |
| MOLDENHAUER        |                      |    |                      |    |
| MAYOR<br>MCFARLAND |                      |    |                      |    |
| TOTAL              |                      |    |                      |    |

ADOPTED September 3, 2024

CITY CLERK

APPROVED September 3, 2024

MAYOR

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

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

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

SECTION 1. The following described property, City of Watertown, Jefferson County, Wisconsin is hereby altered and changed from a Planned Office & Institutional (PO) Zoning District to TR-6 Two-Family Residential Zoning District classifications as follows (Exhibit A):

Lots 1 - 18 and Outlot 1 of Rock River Ridge Final Plat approved by City of Watertown Resolution No. 9647 on September 3, 2024, a division of land located in the East ½ of Section 8, Township 8 North, Range 15 East, 12<sup>th</sup> Ward in the City of Watertown, Jefferson County, Wisconsin.

SECTION 2. The following described property, City of Watertown, Jefferson County, Wisconsin is hereby altered and changed from a Planned Office & Institutional (PO) Zoning District to SR-4, Single-Family Residential Zoning District classifications as follows:

Lots 19 - 96 and Outlots 2 & 3 of Rock River Ridge Final Plat approved by City of Watertown Resolution No. 9647 on September 3, 2024, a division of land located in the East ½ of Section 8, Township 8 North, Range 15 East, 12<sup>th</sup> Ward in the City of Watertown, Jefferson County, Wisconsin.

SECTION 3. The following described property, City of Watertown, Jefferson County, Wisconsin is hereby altered and changed from a Planned Office & Institutional (PO) Zoning District MR-10, Multi-Family Residential Zoning District classifications as follows:

Lot 97 of Rock River Ridge Final Plat approved by City of Watertown Resolution No. 9647 on September 3, 2024, a division of land located in the East ½ of Section 8, Township 8 North, Range 15 East, 12<sup>th</sup> Ward in the City of Watertown, Jefferson County, Wisconsin.

SECTION 4. The City Clerk shall update the following information regarding the Rock River Ridge Final Plat and store it with this Ordinance upon the successful recording of the Final Plat approved by City of Watertown Resolution No. 9647 on September 3, 2024.

The Final Plat referenced in Sections 1 – 3 can also be referenced as Document No. \_\_\_\_\_ recorded in the Office of the Register of Deeds for Jefferson County, Wisconsin on \_\_\_\_\_.

SECTION 5. All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed.

SECTION 6. This ordinance shall take effect and be in force the day after its passage and publication.

| DATE:              | September 3<br>2024 |    | September 17<br>2024 |    |
|--------------------|---------------------|----|----------------------|----|
| READING:           | 1ST                 |    | 2ND                  |    |
|                    | YES                 | NO | YES                  | NO |
| DAVIS              |                     |    |                      |    |
| LAMPE              |                     |    |                      |    |
| BOARD              |                     |    |                      |    |
| BARTZ              |                     |    |                      |    |
| BLANKE             |                     |    |                      |    |
| SMITH              |                     |    |                      |    |
| SCHMID             |                     |    |                      |    |
| WETZEL             |                     |    |                      |    |
| MOLDENHAUER        |                     |    |                      |    |
| MAYOR<br>MCFARLAND |                     |    |                      |    |
| TOTAL              |                     |    |                      |    |

ADOPTED September 17, 2024

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

APPROVED September 17, 2024

\_\_\_\_\_  
MAYOR



# ROCK RIVER RIDGE SUBDIVISION

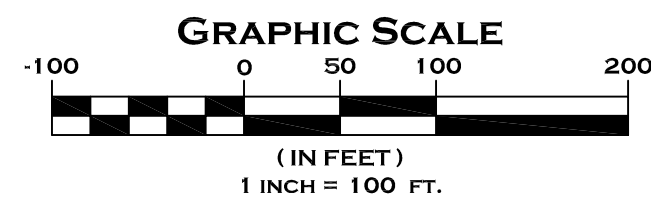
LOT 1 OF CERTIFIED SURVEY MAP NO. 4146, BEING PART OF GOVERNMENT LOTS 1 AND 2 IN SECTION 8, TOWNSHIP 8 NORTH, RANGE 15 EAST, IN THE CITY OF WATERTOWN, JEFFERSON COUNTY, WISCONSIN.

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

EXHIBIT A



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



## LEGEND

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

## LOT PAIRINGS

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

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

## Office of the Register of Deeds

County, Wisconsin  
Received for Record \_\_\_\_\_, 20\_\_\_\_  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M as document # \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Register of Deeds

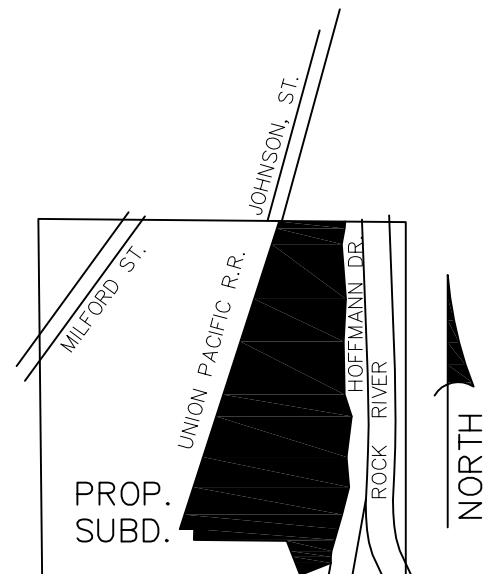
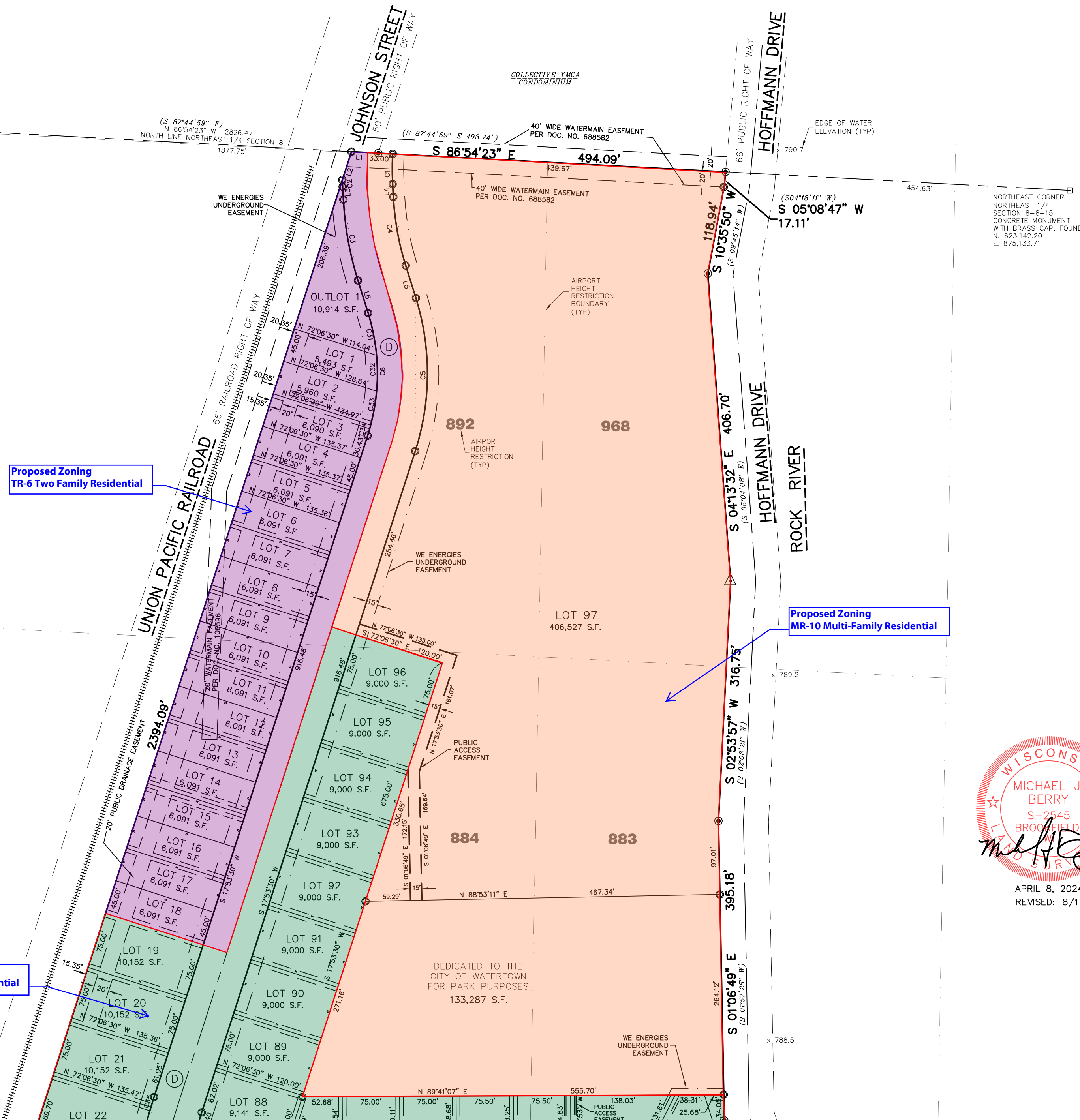
There are no objections to this plat with respect to  
Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2),  
Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified \_\_\_\_\_, 20\_\_\_\_

Department of Administration



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



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

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

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

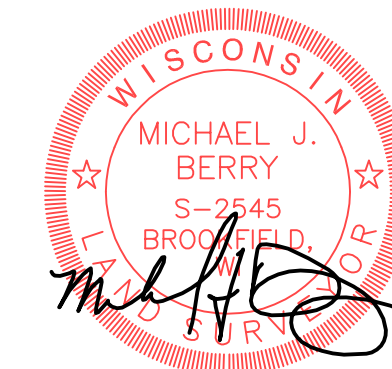
## NOTES

LOTS 29 - 57 & 67 ARE WITHIN 500' OF A WASTEWATER TREATMENT FACILITY

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

ALL CONVEYANCES OF LOTS 1 - 18 IN THIS SUBDIVISION SHALL BE DEEMED TO INCLUDE AS AN APPURTENANCE AN UNDIVIDED 1/18 INTEREST IN OUTLOT 1. ALL CONVEYANCES OF LOTS 19-96 IN THIS SUBDIVISION SHALL BE DEEMED TO INCLUDE AS AN APPURTENANCE AN UNDIVIDED 1/77 INTEREST IN OUTLOTS 2 & 3. THE STORMWATER MANAGEMENT AREAS, WHETHER OR NOT SUCH FRACTIONAL INTEREST IS SPECIFICALLY SET FORTH IN THE CONVEYING INSTRUMENT, UNLESS SUCH FRACTIONAL INTEREST IDENTIFIED WITH A PARTICULAR LOT HAS BEEN ACQUIRED BY A MUNICIPALITY OR OTHER LOT OWNER IN THIS SUBDIVISION, SUCH UNDIVIDED FRACTIONAL INTERESTS SHALL BE HELD AS TENANTS IN COMMON WITH THE FRACTIONAL INTERESTS HELD BY OTHER LOT OWNERS, AND SHALL NOT BE CONVEYED WITHOUT THE LOT TO WHICH IT IS APPURTENANT EXCEPT AS ABOVE.

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



APRIL 8, 2024  
REVISED: 8/14/24

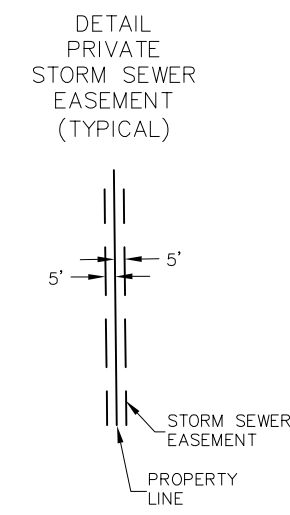
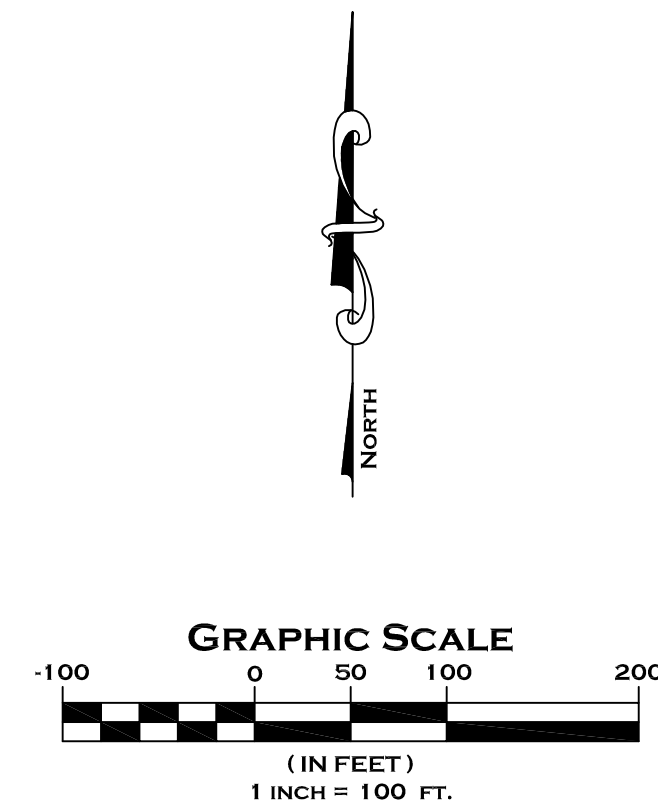
**UTILITY EASEMENT RESTRICTION**  
UTILITY EASEMENTS SET FORTH HEREIN ARE FOR THE USE OF PUBLIC BODIES AND PRIVATE PUBLIC UTILITIES HAVING THE RIGHT TO SERVE THIS SUBDIVISION. NO UTILITY POLE, PEDESTAL OR CABLE SHALL BE PLACED SO AS TO DISTURB ANY SURVEY MONUMENT OR OBSTRUCT VISION ALONG ANY LOT OR STREET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



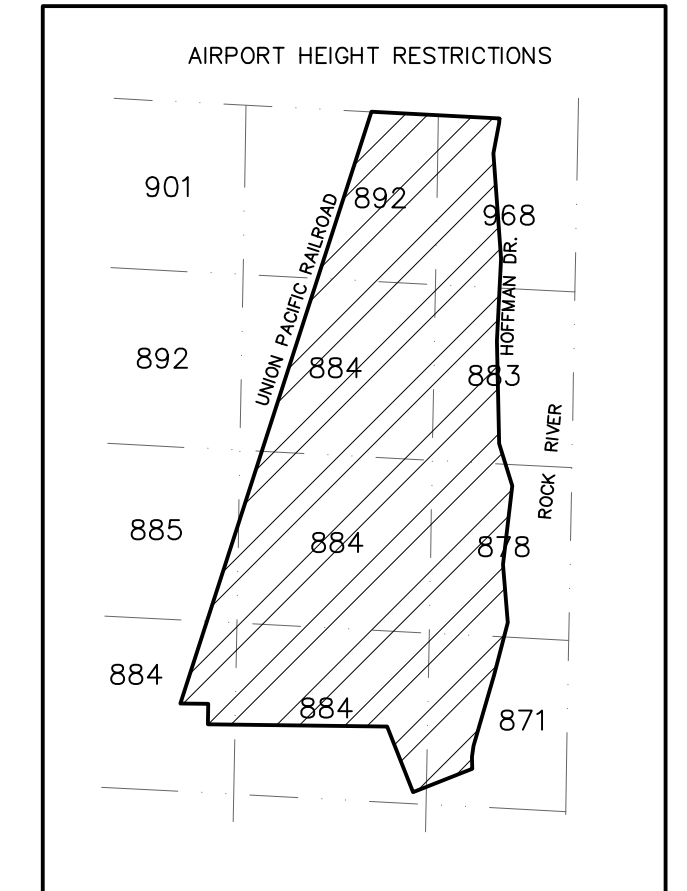
# ROCK RIVER RIDGE SUBDIVISION

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

SEE SHEET 3 FOR CURVE AND LINE TABLES



Proposed Zoning  
SR-4 Single Family Residential



APRIL 8, 2024  
REVISED: 8/14/24



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

THIS INSTRUMENT DRAFTED BY MICHAEL J BERRY

SHEET 2 OF 3



# ROCK RIVER RIDGE SUBDIVISION

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

## SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)  
JEFFERSON COUNTY) SS

I, MICHAEL J BERRY, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY:

THAT I HAVE SURVEYED, DIVIDED AND MAPPED A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 4146, BEING PART OF GOVERNMENT LOTS 1 AND 2 IN SECTION 8, TOWNSHIP 8 NORTH, RANGE 15 EAST, IN THE CITY OF WATERTOWN, JEFFERSON COUNTY, WISCONSIN.  
BOUNDED AND DESCRIBED AS FOLLOWS:

LOT 1 OF CERTIFIED SURVEY MAP NO. 4146, RECORDED IN THE JEFFERSON COUNTY REGISTER OF DEEDS AS DOCUMENT NO. 1064067, BEING PART OF GOVERNMENT LOTS 1 AND 2 IN SECTION 8, TOWNSHIP 8 NORTH, RANGE 15 EAST, IN THE CITY OF WATERTOWN, JEFFERSON COUNTY, WISCONSIN.

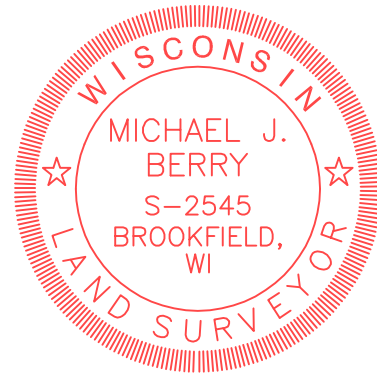
CONTAINING: 2,115,957 SQUARE FEET OR 48.5757 ACRES.

THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND MAP BY THE DIRECTION OF HOFFMAN MATZ LLC, OWNERS OF SAID LAND.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE STATUTES OF THE STATE OF WISCONSIN, THE ORDINANCES OF THE CITY OF WATERTOWN, AND THE ORDINANCES OF JEFFERSON COUNTY IN SURVEYING, DIVIDING, AND MAPPING THE SAME.

DATED THIS 8TH DAY OF APRIL, 2024.  
REVISED: 8/14/24



## UTILITY EASEMENT PROVISIONS

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

\_\_\_\_\_, Grantor, to

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

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

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

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

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

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

## CORPORATE OWNER'S CERTIFICATE

HOFFMAN MATZ, LLC, A WISCONSIN LIMITED LIABILITY COMPANY, EXISTING UNDER THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, CERTIFY THAT THEY HAVE CAUSED THE LAND DESCRIBED ON THIS MAP TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED, AS REPRESENTED ON THIS MAP IN ACCORDANCE WITH THE ORDINANCES OF THE CITY OF WATERTOWN.

IN WITNESS WHEREOF, HOFFMAN MATZ, LLC HAS CAUSED THESE PRESENTS TO BE SIGNED BY TINA CRAVE, ITS CEO AT \_\_\_\_\_, WISCONSIN, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
TINA CRAVE,  
REPRESENTATIVE

STATE OF WISCONSIN)  
COUNTY) SS

PERSONALLY CAME BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024 TINA CRAVE, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

\_\_\_\_\_  
NOTARY PUBLIC  
STATE OF WISCONSIN  
MY COMMISSION EXPIRES: \_\_\_\_\_

## CITY OF WATERTOWN PLAN COMMISSION APPROVAL CERTIFICATE

APPROVED, THAT THE PLAT ROCK RIVER RIDGE, IN THE CITY OF WATERTOWN, HOFFMAN MATZ LLC, OWNER, IS HEREBY APPROVED BY THE PLAN COMMISSION.

APPROVED AS OF THIS DAY \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

DATE: \_\_\_\_\_  
\_\_\_\_\_  
EMILY MCFARLAND, MAYOR

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF A RESOLUTION ADOPTED BY THE PLAN COMMISSION OF THE CITY OF WATERTOWN.

DATE: \_\_\_\_\_  
\_\_\_\_\_  
MEGAN DUNNEISEN, CITY CLERK

## CERTIFICATE OF CITY TREASURER

STATE OF WISCONSIN)  
JEFFERSON COUNTY) SS

I, \_\_\_\_\_, BEING THE DULY ELECTED, QUALIFIED AND ACTING CITY TREASURER OF THE CITY OF WATERTOWN, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE, THERE ARE NO UNPAID TAXES OR SPECIAL ASSESSMENTS AS OF \_\_\_\_\_ (DATE) ON ANY LAND INCLUDED IN THE PLAT OF ROCK RIVER RIDGE.

\_\_\_\_\_  
(DATE) CITY OF WATERTOWN TREASURER

## CERTIFICATE OF COUNTY TREASURER

STATE OF WISCONSIN)  
JEFFERSON COUNTY) SS

I, \_\_\_\_\_, BEING THE DULY ELECTED, QUALIFIED AND ACTING TREASURER OF THE COUNTY OF JEFFERSON, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNREDEEMED TAX SALES AND NO UNPAID TAXES OR SPECIAL ASSESSMENTS AS OF \_\_\_\_\_ (DATE) AFFECTING THE LANDS INCLUDED IN THE PLAT OF ROCK RIVER RIDGE.

\_\_\_\_\_  
(DATE) TREASURER

| CURVE TABLE |         |         |         |               |            |               |               |
|-------------|---------|---------|---------|---------------|------------|---------------|---------------|
| CURVE       | LENGTH  | RADIUS  | CHORD   | CH. BEARING   | DELTA      | TANGENT IN    | TANGENT OUT   |
| C1          | 39.78'  | 367.00' | 39.76'  | S 00°04'36" W | 6'12'35"   | S 00°05'37" W | S 03°01'42" E |
| C2          | 9.02'   | 433.00' | 9.02'   | S 02°25'54" E | 1'11'37"   | S 88°09'55" W | S 03°01'42" E |
| C3          | 108.72' | 433.00' | 108.43' | S 10°13'16" E | 14°23'08"  | S 03°01'42" E | S 17°24'50" E |
| C4          | 92.14'  | 367.00' | 91.90'  | S 10°13'16" E | 14°23'08"  | S 03°01'42" E | S 17°24'50" E |
| C5          | 205.19' | 333.00' | 201.96' | N 00°14'20" E | 35°18'20"  | S 17°24'50" E | S 17°53'30" W |
| C6          | 164.52' | 267.00' | 161.93' | N 00°14'20" E | 35°18'20"  | S 17°24'50" E | S 17°53'30" W |
| C7          | 116.36' | 777.00' | 116.25' | S 13°36'06" W | 8°34'48"   | S 17°53'30" W | S 09°18'42" W |
| C8          | 274.31' | 843.00' | 273.10' | S 08°34'11" W | 18°38'38"  | S 17°53'30" W | S 00°45'08" E |
| C9          | 12.21'  | 7.00'   | 10.72'  | S 40°39'54" E | 99°57'12"  | S 09°18'42" W | N 89°21'30" E |
| C10         | 10.51'  | 7.00'   | 9.55'   | S 46°20'06" W | 86°02'47"  | S 89°21'30" W | S 03°18'43" W |
| C11         | 55.12'  | 777.00' | 55.10'  | S 01°16'47" W | 4°03'51"   | S 03°18'43" W | S 00°45'08" E |
| C12         | 284.70' | 443.00' | 279.82' | S 19°09'47" E | 36°49'18"  | S 00°45'08" E | S 37°34'26" E |
| C13         | 235.00' | 377.00' | 231.22' | S 18°36'35" E | 35°42'54"  | S 00°45'08" E | S 36°28'03" E |
| C14         | 10.37'  | 7.00'   | 9.45'   | N 04°52'34" E | 84°54'01"  | S 37°34'26" E | S 47°19'35" W |
| C15         | 11.75'  | 7.00'   | 10.42'  | S 84°34'14" E | 96°12'23"  | S 36°28'03" E | N 47°19'35" E |
| C16         | 11.75'  | 7.00'   | 10.42'  | S 00°46'36" E | 96°12'23"  | S 47°19'35" W | S 48°52'48" E |
| C17         | 10.37'  | 7.00'   | 9.45'   | S 89°46'35" W | 84°54'01"  | N 47°19'35" E | S 48°52'48" E |
| C18         | 316.25' | 443.00' | 309.58' | S 68°13'29" E | 40°54'09"  | S 48°52'48" E | S 88°39'46" E |
| C19         | 261.77' | 377.00' | 256.54' | S 68°46'17" E | 39°46'59"  | S 48°52'48" E | S 88°39'46" E |
| C20         | 20.50'  | 25.00'  | 19.93'  | N 67°51'04" E | 46°58'20"  | S 88°39'46" E | N 44°21'54" E |
| C21         | 20.50'  | 25.00'  | 19.93'  | N 65°10'36" W | 46°58'20"  | S 88°39'46" E | S 41°41'26" E |
| C22         | 286.87' | 60.00'  | 81.88'  | N 01°20'14" E | 273°56'40" | S 41°41'26" E | S 44°21'54" W |
| C23         | 20.50'  | 25.00'  | 19.93'  | N 65°52'20" E | 46°58'20"  | N 89°21'30" E | N 42°23'10" E |
| C24         | 20.50'  | 25.00'  | 19.93'  | N 67°09'20" W | 46°58'20"  | N 89°21'30" E | S 43°40'10" E |
| C25         | 286.87' | 60.00'  | 81.88'  | N 00°38'30" W | 273°56'40" | S 43°40'10" E | S 42°23'10" W |
| C26         | 170.93' | 233.00' | 167.12' | S 68°20'32" W | 42°01'55"  | N 47°19'35" E | N 89°21'30" E |
| C27         | 122.51' | 167.00' | 119.78' | S 68°20'32" W | 42°01'55"  | N 47°19'35" E | N 89°21'30" E |
| C28         | 20.50'  | 25.00'  | 19.93'  | N 70°48'45" E | 46°58'20"  | S 47°19'35" W | N 85°42'05" W |
| C29         | 20.50'  | 25.00'  | 19.93'  | S 23°50'25" W | 46°58'20"  | N 00°21'15" E | N 47°19'35" E |
| C30         | 286.87' | 60.00'  | 81.88'  | S 42°40'25" E | 273°56'40" | N 85°42'05" W | N 00°21'15" E |
| C31         | 57.08'  | 267.00' | 56.97'  | N 11°17'22" W | 12°14'57"  |               |               |
| C32         | 47.37'  | 267.00' | 47.31'  | N 00°04'55" W | 10°09'56"  |               |               |
| C33         | 45.50'  | 267.00' | 45.44'  | N 09°52'57" E | 9°45'49"   |               |               |
| C34         | 14.57'  | 267.00' | 14.57'  | N 16°19'40" E | 3°07'39"   |               |               |
| C35         | 13.95'  | 843.00' | 13.95'  | S 17°25'03" W | 0°56'54"   |               |               |
| C36         | 75.02'  | 843.00' | 75.00'  | S 14°23'38" W | 5°05'57"   |               |               |
| C37         | 75.02'  | 843.00' | 75.00'  | S 09°17'41" W | 5°05'57"   |               |               |
| C38         | 75.02'  | 843.00' | 75.00'  | S 04°11'44" W | 5°05'57"   |               |               |
| C39         | 35.28'  | 843.00' | 35.28'  | S 00°26'48" W | 2°23'53"   |               |               |
| C40         | 15.34'  | 777.00' | 15.34'  | S 17°19'33" W | 1°07'53"   |               |               |
| C41         | 101.01' | 777.00' | 100.94' | S 13°02'09" W | 7°26'55"   |               |               |
| C42         | 45.29'  | 443.00' | 45.27'  | S 03°40'52" E | 5°51'28"   |               |               |
| C43         | 75.09'  | 443.00' | 75.00'  | S 11°27'57" E | 9°42'43"   |               |               |
| C44         | 76.25'  | 443.00' | 76.16'  | S 21°15'10" E | 9°51'43"   |               |               |
| C45         | 88.07'  | 443.00' | 87.92'  | S 31°52'44" E | 11°23'25"  |               |               |
| C46         | 20.88'  | 377.00' | 20.87'  | S 02°20'19" E | 3°10'21"   |               |               |
| C47         | 95.43'  | 377.00' | 95.17'  | S 11°10'35" E | 14°30'11"  |               |               |
| C48         | 118.70' | 377.00' | 118.21' | S 27°26'51" E | 18°02'22"  |               |               |
| C49         | 100.19' | 443.00' | 99.97'  | S 54°15'08" E | 12°57'28"  |               |               |
| C50         | 72.02'  | 443.00' | 71.94'  | S 65°23'19" E | 9°18'53"   |               |               |
| C51         | 72.02'  | 443.00' | 71.94'  | S 74°42'12" E | 9°18'53"   |               |               |
| C52         | 72.02'  | 443.00' | 71.95'  | S 84°01'06" E | 9°18'56"   |               |               |
| C53         | 89.44'  | 377.00' | 89.23'  | S 55°40'36" E | 13°35'36"  |               |               |
| C54         | 81.68'  | 377.00' | 81.52'  | S 68°40'49" E | 12°24'50"  |               |               |
| C55         | 81.03'  | 377.00' | 80.87'  | S 81°02'40" E | 12°18'51"  |               |               |
| C56         | 9.62'   | 377.00' | 9.62'   | S 87°55'56" E | 1°27'41"   |               |               |
| C57         | 36.30'  | 60.00'  | 35.75'  | S 59°01'16" E | 34°39'39"  |               |               |
| C58         | 58.27'  | 60.00'  | 56.01'  | N 75°49'29" E | 55°38'51"  |               |               |
| C59         | 54.83'  | 60.00'  | 52.94'  | N 21°49'19" E | 52°21'29"  |               |               |
| C60         | 54.83'  | 60.00'  | 52.94'  | N 30°32'09" W | 52°21'29"  |               |               |
| C61         | 63.39'  | 60.00'  | 60.49'  | N 86°58'58" W | 60°32'09"  |               |               |
| C62         | 19.25'  | 60.00'  | 19.17'  | S 53°33'26" W | 18°23'04"  |               |               |
| C63         | 45.61'  | 233.00' | 45.54'  | S 52°55'19" W | 11°10'04"  |               |               |
| C64         | 68.53'  | 233.00' | 68.29'  | S 66°58'33" W | 16°49'09"  |               |               |
| C65         | 56.79'  | 233.00' | 56.65'  | S 82°22'35" W | 13°57'50"  |               |               |
| C66         | 94.47'  | 167.00' | 93.22'  | S 63°31'58" W | 32°24'46"  |               |               |
| C67         | 28.04'  | 167.00' | 28.00'  | S 84°32'55" W | 9°37'09"   |               |               |
| C68         | 51.16'  | 60.00'  | 49.62'  | S 69°52'19" W | 48°51'12"  |               |               |
| C69         | 56.09'  | 60.00'  | 54.07'  | S 18°39'56" W | 53°33'33"  |               |               |
| C70         | 54.83'  | 60.00'  | 52.94'  | S 34°17'35" E | 52°21'29"  |               |               |
| C71         | 54.83'  | 60.00'  | 52.94'  | S 86°39'03" E | 52°21'29"  |               |               |
| C72         | 69.97'  | 60.00'  | 66.07'  | N 33°45'44" E | 66°48'58"  |               |               |
| C73         | 3.32'   | 25.00'  | 3.31'   | S 04°09'12" W | 7°35'55"   |               |               |
| C74         | 17.18'  | 25.00'  | 16.84'  | S 27°38'22" W | 39°22'25"  |               |               |
| C75         | 43.46'  | 60.00'  | 42.53'  | S 64°22'39" E | 41°18'40"  |               |               |
| C76         | 55.03'  | 60.00'  | 53.14'  | N 68°31'25" E | 52°24'33"  |               |               |
| C77         | 55.22'  | 60.00'  | 53.29'  | N 15°54'51" E | 52°44'02"  |               |               |
| C78         | 55.22'  | 60.00'  | 53.29'  | N 36°49'11" W | 52°44'02"  |               |               |
| C79         | 66.77'  | 60.00'  | 63.38'  | S 84°56'04" W | 63°45'29"  |               |               |
| C80         | 11.17'  | 60.00'  | 11.16'  | S 47°43'15" W | 10°40'10"  |               |               |

| LINE TABLE |        |               |
|------------|--------|---------------|
| LINE       | LENGTH | BEARING       |
| L1         | 21.42' | S 86°54'23" E |
| L2         | 39.06' | S 17°53'27" W |
| L3         | 17.01' | S 03°01'42" E |
| L4         | 17.01' | S 03°01'42" E |
| L5         | 44.93' | S 17°24'50" E |
| L6         | 44.93' | S 17°24'50" E |

**ANNEXATION ORDINANCE**

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

**WHEREAS**, Greymar, LLC (applicant) and RJAB, LLC (owner) have filed with the Common Council, a Petition for Direct Annexation of Real Estate by Unanimous Approval with the City of Watertown, Jefferson and Dodge Counties, Wisconsin; and

**WHEREAS**, a copy of said Petition has been reviewed by the City of Watertown Plan Commission and the state of Wisconsin Department of Administration, and has been provided to the Town Clerk of the Town of Watertown, Jefferson County, Wisconsin, in compliance with Section 66.0217(2) of the Wisconsin Statutes; and

**WHEREAS**, the City of Watertown Plan Commission and the State of Wisconsin Department of Administration have indicated their support for the annexation.

**NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF WATERTOWN DO ORDAIN**  
**AS FOLLOWS:**

**SECTION 1:** That the following described real estate be, and the same is, hereby annexed to the corporate city limits of the City of Watertown from the Town of Watertown, Jefferson County, Wisconsin, to-wit:

Part of the Northeast ¼ of the Southeast ¼ of Section 7, Township 8 North, Range 15 East, in the Town of Watertown, Jefferson County, Wisconsin, more particularly described as follows:

Commencing at the East ¼ corner of Section 7; thence South 00°07'35" East, along the East line of said Southeast ¼ a distance of 653.78 feet to the Point of Beginning; thence continuing South 00°07'35" East along said East line a distance of 653.78 feet; thence South 88°15'14" West, along the South line of the Northeast ¼ of the Southeast ¼ a distance of 1322.48 feet; thence North 00°12'00" West, along the West line of the Northeast ¼ of the Southeast ¼ a distance of 653.91 feet to the Southwest corner of Lot 27 of Hepp Heights Phase 2; thence North 88°15'37" East, along the South line of said Hepp Heights Phase 2 and Hepp Heights, a distance of 1323.31 feet to the Point of Beginning.

Said lands contain 864,636 square feet, 19.85 acres, more or less.

PIN: 032-0815-0741-002 (N9009 County Road A, Watertown, WI 53094);

IT IS FURTHER ORDAINED AS FOLLOWS:

That the above-described real estate shall be made a part of the 5th Aldermanic District, 9<sup>th</sup> Ward of the City of Watertown, Jefferson County, Wisconsin.

IT IS FURTHER ORDAINED AS FOLLOWS:

That the above-described real estate shall be zoned as the Single-Family Residential (SR-4) Zoning District.

**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:              | Sept 3, 2024 |    | Sept 17, 2024 |    |
| READING:           | 1ST          |    | 2ND           |    |
|                    | YES          | NO | YES           | NO |
| DAVIS              |              |    |               |    |
| LAMPE              |              |    |               |    |
| BOARD              |              |    |               |    |
| BARTZ              |              |    |               |    |
| BLANKE             |              |    |               |    |
| SMITH              |              |    |               |    |
| SCHMID             |              |    |               |    |
| WETZEL             |              |    |               |    |
| MOLDENHAUER        |              |    |               |    |
| MAYOR<br>MCFARLAND |              |    |               |    |
| TOTAL              |              |    |               |    |

ADOPTED September 3, 2024

CITY CLERK

APPROVED September 17, 2024

MAYOR

**RESOLUTION FOR THE ADDITION OF WARD 23 WITHIN THE CITY  
OF WATERTOWN**

**SPONSOR: MAYOR MCFARLAND**

**WHEREAS**, the establishment of wards within the City of Watertown is required by Section 5.15 of the Wisconsin Statutes; and,

**WHEREAS**, within the City Limits in Dodge & Jefferson Counties twenty-two wards were proposed to be established on October 19, 2021, by Resolution #9288, and,

**WHEREAS**, the attachment of the Town of Emmet set forth by the Cooperative Boundary Agreement is scheduled to be complete by September 29, 2024, and,

**WHEREAS**, the attachment of this area is located in Supervisory District 19, and,

**WHEREAS**, it is proposed to establish the addition of Ward 23 within the City Limits

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

The following ward are hereby established:

**Ward 23**

The Twenty Third Ward is hereby bounded and described as follows:

Beginning at the Aluminum Monument that marks the Southeast corner of the SE 1/4 of Section 28; Thence N88°26'07"W Along the South line of said SE 1/4, a distance of 211.35 feet, to the Southeast corner of Parcel 2 of a Certified Survey Map as recorded in Volume 4 of Certified Surveys on Page 100 as Document No. 577726; Thence N49°07'15"W, along the North line of said Parcel 2, and said line extended, a distance of 221.92 feet, to the Center Line of Boulder Road; Thence S40°52'45"W along the Center Line of said Boulder Road, a distance of 106.79 feet, to the Center Line of Center Street; Thence S05°39'56"E, along said Center Line, a distance of 58.45 feet, to the South line of said SE 1/4; Thence N88°26'07"W, along said South line, a distance of 427.47 feet to the Center line of Prospect Street; Thence N00°49'22"W along said Center Line, a distance of 99.01 feet, to the South line extended of Parcel D of Certified Survey Map as recorded in the Dodge County Register of Deeds Office in Volume 1 of Certified Survey Maps on Page 195 as Document No. 536716; Thence S89°08'01"E, along said South line of Parcel D and said South line extended, a distance of 220.47 feet, to the Southeast corner of lands annexed in Document No.1343557; Thence N 00°55'21"W, along the East line of said Document No. 1343557, a distance of 168.19 feet, to the Northeast corner of said Document No. 1343557, and to the Northerly line of said Parcel D; Thence N89°02'11"W, along the North line of said Document No. 1343557, a distance of 220.19 feet, to the West line of the Easterly 33 feet of Prospect Street; Thence S00°49'22"E, along said Easterly 33 foot line, a distance of 62.72 feet to the North line of lands annexed in Document No. 604733; Thence N88°18'30"W, along said North line, a distance of 42.23 feet, to the Easterly line of Lot 1 of Certified Survey Map No. 7100, as recorded in the Dodge County Register of Deeds Office as Document No. 1237895 ; Thence N00°33'36"E, along the Easterly line of said Lot 1 of said Certified Survey Map No. 7100, a distance of 89.66 feet to the Northeast corner of said Lot 1; Thence N88°09'45"W, a long the North line of said Lot 1, a distance of 268.55 feet, to the Northwest corner of said Lot 1; Thence S00°32'08"W, along the West line of said Lot 1, a distance of 90.35 feet, to the North line of Hiller North; Thence N88°25'56"W, along the North line of said Hiller North and Lot 1 of Certified Survey Map No. 3829 as recorded in the Dodge County Register of Deeds Office in Volume 23 of Certified Surveys on Page 168 as Document No. 826760, a distance of 324.55 feet, to the Easterly Right of Way Line of Davis Street; Thence N00°19'08"W, along said Easterly Right of Way line, a distance of 5.59 feet to the Northerly Right of Way line of Robert Street; Thence N88°26'15"W, along said Northerly Right of Way line, a distance of 68.19 feet, to the Southeast corner of Lot 8 of Northern Heights Subdivision; Thence N00°03'30"E, along the East line of said Lot 8, a distance of 184.80 feet, to the Northeast corner of said Lot 8; Thence N89°02'26"W, along the North line of said Northern Heights Subdivision, a distance of 740.95 feet, to center line of North Second Street; Thence N00°23'45"W, along said Center Line, a distance of 292.14 feet; Thence N88°25'52"W, along the North line of Lot 2 of Certified Survey Map No. 5653 as recorded in the Dodge County Register of Deeds Office in Volume 37 of Certified Survey Maps on Page 160 as Document No. 1036122 and said North line extended, a distance of 318.82 feet, to the West line of said SE 1/4 also being the West line of said Lot 2; Thence S00°23'42"E, along said West line, a distance of 668.26 feet, to an Angle point in the West line of said Lot 2; Thence S88°26'07"E, along said Lot 2, a distance of 12.00 feet, to an angle

point; Thence S00°23'42"E, along said Lot 2, a distance of 12.00 feet, to the South line of said SE 1/4; Thence N88°26'07"W, along said South line, a distance of 12.00 feet, to the Southwest corner of said SE 1/4; Thence N88°47'34"W, along the South line of the SW 1/4 of said Section 28, a distance of 267.15 feet, to the Southeast corner of lands described in Warranty Deed Document No. 1324784; Thence N01°59'13"W, along the East line of said Document No. 1324784, a distance of 123.85 feet, to the Southeast corner of Lot 3 of Borchardt Addition; Thence N02°07'11"E, along the East line of Lots 1, 2, and 3 of said Borchardt Addition, a distance of 293.43 feet, to the Southeast corner of Lot 3 of Certified Survey Map No. 798 as recorded in the Dodge County Register of Deeds Office in Volume 7 of Certified Survey Maps on Page 255 as Document No. 618259; Thence N01°26'36"E, along the East line of said Lot 3, a distance of 166.38 feet, to an angle point; Thence N04°16'20"E, along said East line, a distance of 248.36 feet, to an angle point; Thence N00°51'57"W, along said East line, a distance of 124.38 feet to the Northeast corner of said Lot 3; Thence N88°36'53"W, along the North line of said Lot 3, a distance of 851.67 feet to the Northwesterly corner of said Lot 3; Thence N00°40'01"E, along the East line of Lot 4 of Certified Survey Map No. 2298 as recorded in the Dodge County Register of Deeds Office in Volume 14 of Certified Survey Maps on Page 168 as Document No. 714174, a distance of 90.00 feet, to the Northeast corner of said Lot 4; Thence N88°42'24"W, along the North line of said Lot 4, and said North line extended, a distance of 231.50 feet, to the West line of the SE 1/4 of said SW 1/4; Thence N00°04'14"E, along said West line, and the West line of the NE 1/4 of said SW 1/4, a distance of 398.35 feet; Thence S39°55'55"E, a distance of 21.22 feet, to the Center Line of N. Water Street; Thence N02°48'31"E, along said Center Line, a distance of 6.22 feet, to the Southerly Right of Way line of State Road 16; Thence N51°24'26"E, along said Southerly Right of Way Line, a distance of 91.54 feet, to an angle point; Thence S79°59'40"E, along said Southerly Right of Way, a distance of 819.75 feet, to an angle point; Thence S10°00'20"W, along said R.O.W. line, a distance of 50.00 feet, to an angle point; Thence S79°59'40"E, along said Southerly R.O.W. line, a distance of 136.38 feet, to an angle point; Thence S70°50'07"E, along said Southerly Right of Way line, a distance of 649.78 feet, to the Center Line of North Second Street; Thence N00°23'44"W, along said Center Line, a distance of 58.55 feet; Thence N53°22'37"E, along said Southerly R.O.W. line, a distance of 99.60 feet, to a Point of Curvature, said curve having it's center point in the Southerly direction, a radius of 5649.64 feet, a delta angle of 07°51'53", a chord bearing of S68°57'07"E, and a chord length of 774.88 feet; Thence Southeasterly along the arc of said curve, a distance of 775.49 feet; Thence S61°50'44"E, along said Southerly Right of Way line, a distance of 725.73 feet, to the Center Line of Prospect Street; Thence S64°58'13"E, along the Northerly line of said Certified Survey Map Document No. 536716, and said line extended, a distance of 455.70 feet, to the Center Line of said Center Street; Thence S51°42'02"E, a distance of 42.17 feet, to the Southerly Right of way line of said State Road 16; Thence N89°47'30"E, along said Southerly Right of Way line, a distance of 113.58 feet, to an angle point; Thence S23°19'39"E, along said Southerly Right of Way line, a distance of 163.56 feet, to the Center Line of Boulder Road; Thence N86°29'13"E, along said Southerly Right of Way line of said State Road 16, 46.18 feet, to an angle point; Thence N85°17'51"E, along said Southerly R.O.W. line, a distance of 182.38 feet, to an angle point; Thence S64°50'25"E, a distance of 55.85 feet, to a point of curvature, said curve having it's center point in the Southwesterly direction, a radius of 3194.74 feet, a delta angle of 10°18'36", a chord bearing of S59°41'07"E, and a chord length of 573.99 feet; Thence Southeasterly along the arc of said curve, a distance of 574.77 feet, to the South line of the SW 1/4 of the SW 1/4 of Section 27; Thence N89°48'33"W, along said South line, a distance of 518.60 feet, to the POINT OF BEGINNING containing 2,2990,164 Square Feet or 52.575 Acres of land, more or less. Population 30 persons. Polling Place – City Hall 106 Jones Street.

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<br>MCFARLAND |     |    |
| TOTAL              |     |    |

ADOPTED September 3, 2024

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

APPROVED September 3, 2024

\_\_\_\_\_  
MAYOR



**FINAL RESOLUTION  
TO DISCONTINUE PUBLIC WAY ON JONES STREET, NEAR AND ABOUT ITS  
INTERSECTION WITH NORTH FIRST STREET,  
CITY OF WATERTOWN, COUNTY OF JEFFERSON, WISCONSIN**

Sponsor: Mayor Emily McFarland  
From: Plan Commission

WHEREAS, the Common Council of the City of Watertown, Jefferson County, Wisconsin, by this Resolution, adopted by a majority of the Common Council on a roll call vote with a quorum present and voting and proper notice having been given, resolves and declares as follows; and,

WHEREAS, it is in the public interest that the public way described below is vacated and discontinued under s. 66.1003 (4), Wis. Stats. The public way to be discontinued is described as follows:

That part of Jones Street west of the intersection with North First Street and extending west to the Rock River.

WHEREAS, at least forty (40) days have elapsed since this Resolution in initial form was considered by the Common Council of the City of Watertown on July 2<sup>nd</sup>, 2024. The discontinuance of the above-described public way will not result in a landlocked property and no owner of property abutting the discontinued public way will be damaged by the discontinuance; and, a public hearing was held before the Common Council on August 20<sup>th</sup> 2024, at 7:00 p.m., and no sufficient written objection to the said discontinuance and vacation has been filed with the City Clerk and the discontinued public way will be vacated and the land awarded to the owner or owners of real estate pursuant to Wis. Stat. § 66.1005; and,

WHEREAS, Notice of Hearing Discontinuance of a Public Way in the City of Watertown was published as a Class 3 legal notice in the Watertown Daily Times on the following dates: July 9<sup>th</sup>, 2024; July 16<sup>th</sup>, 2024; July 23, 2024; and,

WHEREAS, said Notice was served and/or admitted more than 30 days prior to the hearing in the manner prescribed by law on the owners of all of the frontage of the lots and land abutting upon the portion of said street to be discontinued or a waiver of notice thereof was received; and,

WHEREAS, Lis Pendens – Notice of Discontinuance of a Public Way for the above-mentioned property was recorded with the Jefferson County Register of Deeds Office on [for requesting department to insert], as Document No. [for requesting department to insert].

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Watertown, Wisconsin pursuant to Wis. Stat. § 66.1003 (4):

Section 1. That the public way within described is hereby vacated and discontinued. It is hereby further declared that the City Street set forth herein is hereby vacated and discontinued, provided that pursuant to Section 66.1005 Wisconsin Statutes such discontinuance shall not terminate the easements acquired and the rights of the public in any of the underground structures, improvements or services as enumerated or otherwise existing in said public way and in said description of lands hereinbefore described, but such easements and rights and all rights of entrance, maintenance, construction and repair with reference thereto shall continue as if such public way had not been discontinued; and,

Section 2. That the City Clerk shall properly post or publish this Resolution as required under s. 60.80, Wis. Stats; and,

Section 3. That this Resolution shall be in full force and effect immediately upon its passage and adoption.

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

ADOPTED September 3, 2024

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CITY CLERK

APPROVED September 3, 2024


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MAYOR





Areas

 ROW to be Discontinued



**RESOLUTION TO  
APPROVE THE FINAL PLAT FOR  
ROCK RIVER RIDGE SUBDIVISION  
SPONSOR: MAYOR EMILY MCFARLAND  
FROM: PLAN COMMISSION**

**WHEREAS**, the City of Watertown Plan Commission has reviewed and made recommendation with no conditions on August 26, 2024 to the Common Council on the final plat known as Rock River Ridge Subdivision (Exhibit A); and,

**WHEREAS**, the action of the Common Council shall be noted on three copies of the final plat: one (1) copy of which shall be returned to the developer (Greater Watertown Community Health Foundation) with the date and action endorsed thereon, one (1) copy of which shall be retained by the Engineering Department, and one (1) copy of which shall be retained by the City of Watertown’s Assessor; and,

**WHEREAS**, the developer (Greater Watertown Community Health Foundation) shall provide a copy of the approved final plat to the following utility providers or their successor company(ies) for their comments prior to the drawing of the final plat: WE Energies, AT&T, Spectrum; and,

**WHEREAS**, the developer (Greater Watertown Community Health Foundation) has agreed to enter into a contract for improvements as required by Article III of Chapter 545 of the City of Watertown Municipal Code. Prior to the signing of said contract by the Mayor and the City Clerk, the developer (Greater Watertown Community Health Foundation) shall pay to the City all required fees, area charges and deposits, and provide any required performance bonds.

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

That the final plat of Rock River Ridge Subdivision is hereby approved by the City of Watertown’s Common Council.

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

ADOPTED September 3, 2024

\_\_\_\_\_

CITY CLERK

APPROVED September 3, 2024

\_\_\_\_\_

MAYOR



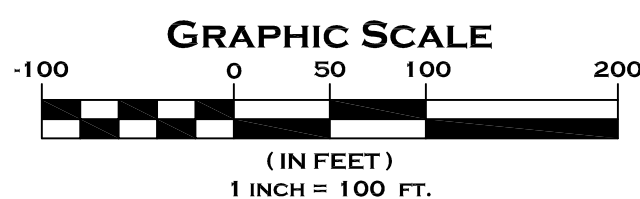
# ROCK RIVER RIDGE SUBDIVISION

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

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

## EXHIBIT A

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



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

### LOT PAIRINGS

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

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

Office of the Register of Deeds

County, Wisconsin

Received for Record \_\_\_\_\_ 20\_\_\_\_

at \_\_\_\_\_ o'clock \_\_\_\_\_ M as document # \_\_\_\_\_

in \_\_\_\_\_

Register of Deeds

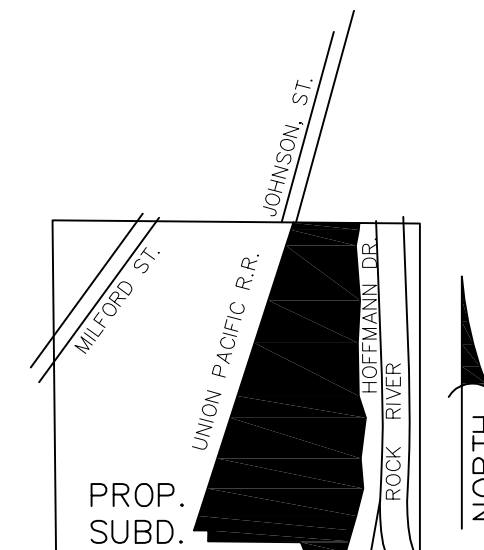
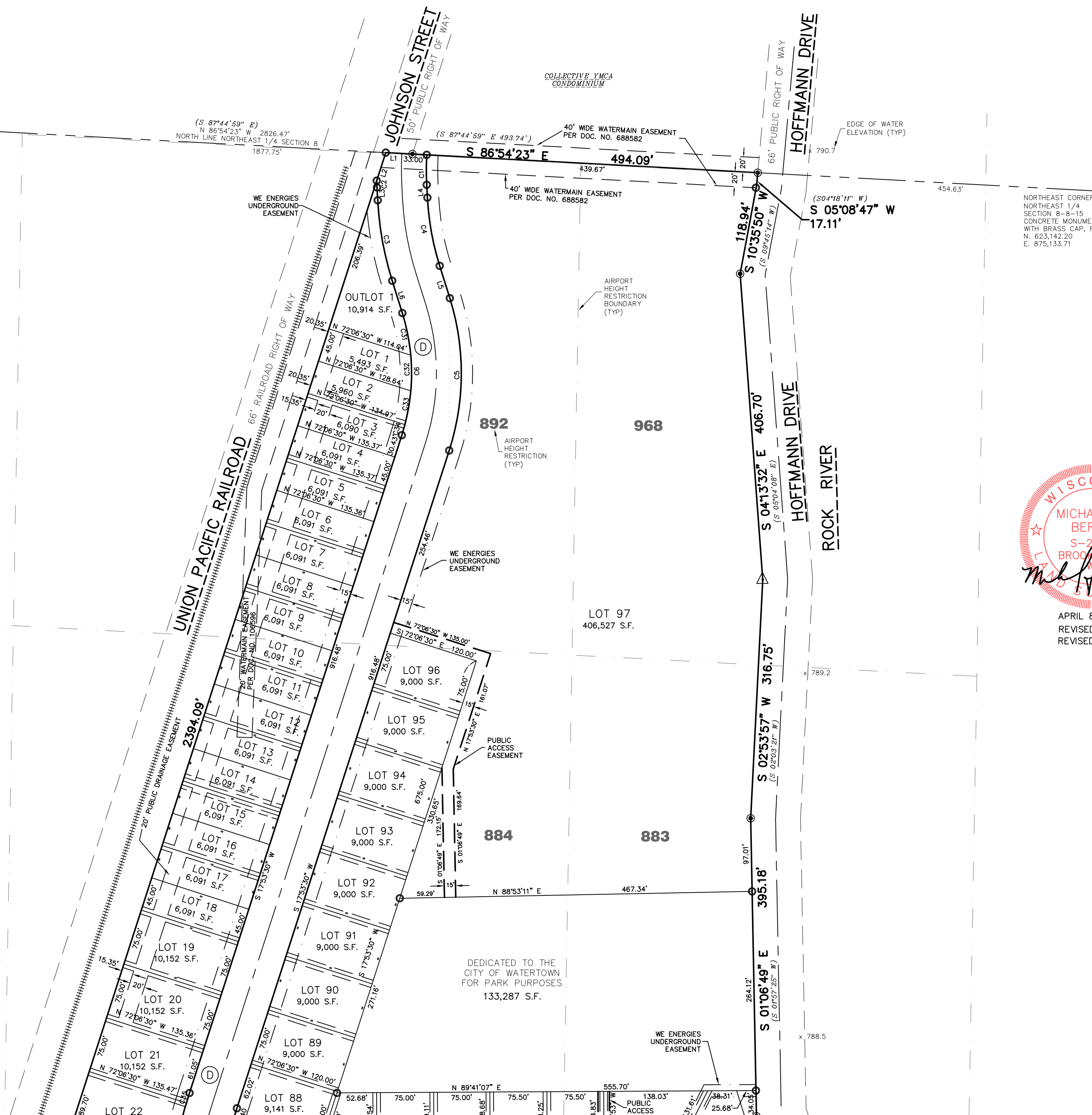
There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified \_\_\_\_\_, 20\_\_\_\_

Department of Administration



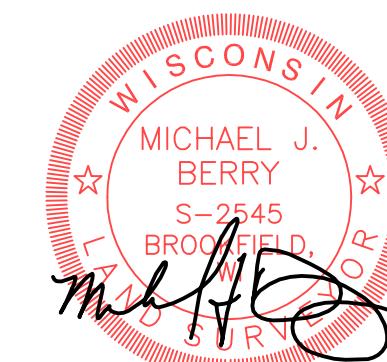
**CAPITOL SURVEY ENTERPRISES**  
2015 LA CHANDELLE CT.  
BROOKFIELD, WI 53045  
PH: (262) 786-6600  
FAX: (414) 786-6608  
WWW.CAPITOLSURVEY.COM



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

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

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



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

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

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

ALL CONVEYANCES OF LOTS 1 - 18 IN THIS SUBDIVISION SHALL BE DEEMED TO INCLUDE AS AN APPURTENANCE AN UNDIVIDED 1/18 INTEREST IN OUTLOT 1. ALL CONVEYANCES OF LOTS 19-96 IN THIS SUBDIVISION SHALL BE DEEMED TO INCLUDE AS AN APPURTENANCE AN UNDIVIDED 1/78 INTEREST IN OUTLOTS 2 & 3. THE STORMWATER MANAGEMENT AREAS, WHETHER OR NOT SUCH FRACTIONAL INTEREST IS SPECIFICALLY SET FORTH IN THE CONVEYING INSTRUMENT, UNLESS SUCH FRACTIONAL INTEREST IDENTIFIED WITH A PARTICULAR LOT HAS BEEN ACQUIRED BY A MUNICIPALITY OR OTHER LOT OWNER IN THIS SUBDIVISION, SUCH UNDIVIDED FRACTIONAL INTERESTS SHALL BE HELD AS TENANTS IN COMMON WITH THE FRACTIONAL INTERESTS HELD BY OTHER LOT OWNERS, AND SHALL NOT BE CONVEYED WITHOUT THE LOT TO WHICH IT IS APPURTENANT EXCEPT AS ABOVE.

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

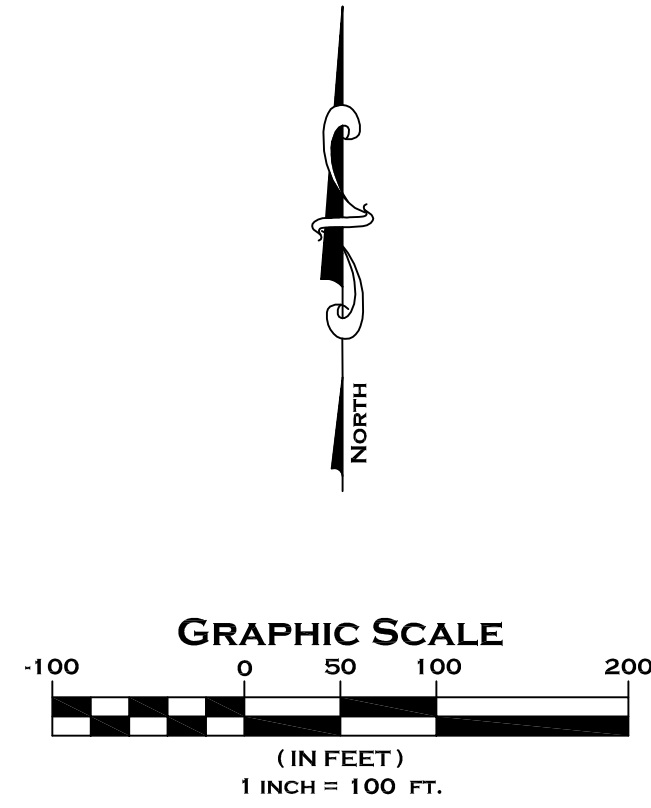
**UTILITY EASEMENT RESTRICTION**  
UTILITY EASEMENTS SET FORTH HEREIN ARE FOR THE USE OF PUBLIC BODIES AND PRIVATE PUBLIC UTILITIES HAVING THE RIGHT TO SERVE THIS SUBDIVISION. NO UTILITY POLE, PEDESTAL OR CABLE SHALL BE PLACED SO AS TO DISTURB ANY SURVEY MONUMENT OR OBSTRUCT VISION ALONG ANY LOT OR STREET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



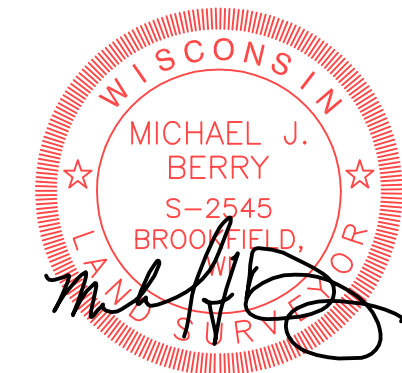
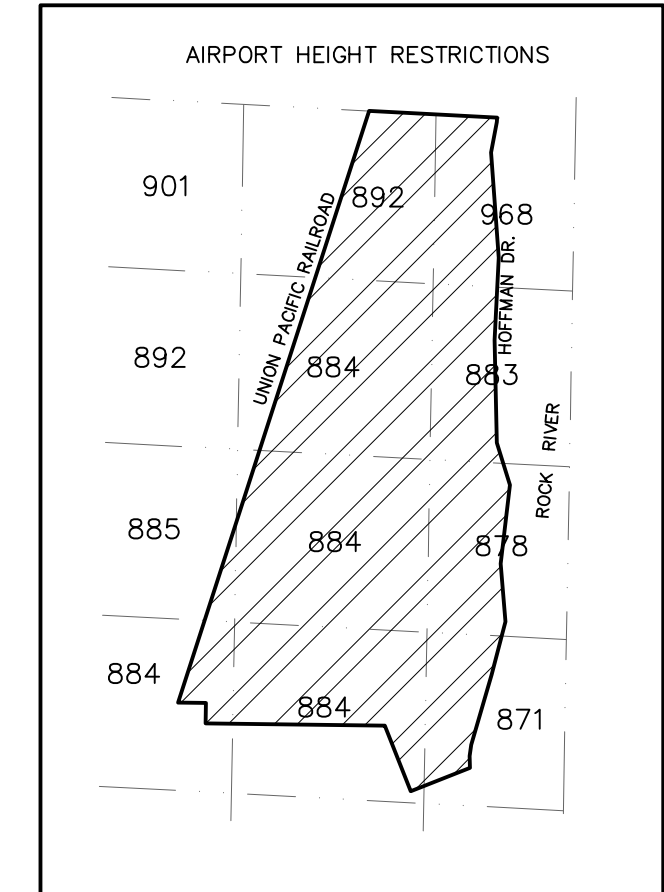
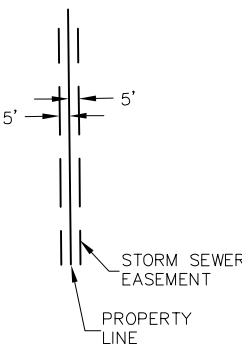
# ROCK RIVER RIDGE SUBDIVISION

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

SEE SHEET 3 FOR CURVE AND LINE TABLES



DETAIL  
PRIVATE  
STORM SEWER  
EASEMENT  
(TYPICAL)



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

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

THIS INSTRUMENT DRAFTED BY MICHAEL J BERRY

SHEET 2 OF 3



# ROCK RIVER RIDGE SUBDIVISION

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

## SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)  
JEFFERSON COUNTY) SS

I, MICHAEL J BERRY, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY:

THAT I HAVE SURVEYED, DIVIDED AND MAPPED A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 4146, BEING PART OF GOVERNMENT LOTS 1 AND 2 IN SECTION 8, TOWNSHIP 8 NORTH, RANGE 15 EAST, IN THE CITY OF WATERTOWN, JEFFERSON COUNTY, WISCONSIN.  
BOUNDED AND DESCRIBED AS FOLLOWS:

LOT 1 OF CERTIFIED SURVEY MAP NO. 4146, RECORDED IN THE JEFFERSON COUNTY REGISTER OF DEEDS AS DOCUMENT NO. 1064067, BEING PART OF GOVERNMENT LOTS 1 AND 2 IN SECTION 8, TOWNSHIP 8 NORTH, RANGE 15 EAST, IN THE CITY OF WATERTOWN, JEFFERSON COUNTY, WISCONSIN.

CONTAINING: 2,115,957 SQUARE FEET OR 48.5757 ACRES.

THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND MAP BY THE DIRECTION OF HOFFMAN MATZ LLC, OWNERS OF SAID LAND.

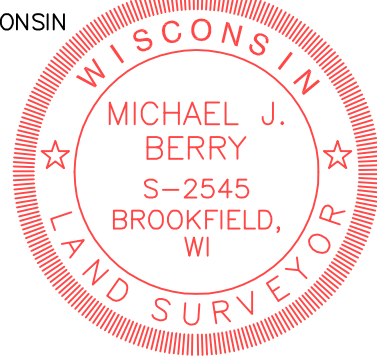
THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE STATUTES OF THE STATE OF WISCONSIN, THE ORDINANCES OF THE CITY OF WATERTOWN, AND THE ORDINANCES OF JEFFERSON COUNTY IN SURVEYING, DIVIDING, AND MAPPING THE SAME.

DATED THIS 8TH DAY OF APRIL, 2024.

REVISED: 8/14/24  
REVISED: 8/20/24

PROFESSIONAL LAND SURVEYOR,  
S-2545  
STATE OF WISCONSIN



## UTILITY EASEMENT PROVISIONS

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

\_\_\_\_\_, Grantor, to

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

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

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

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

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

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



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

## CORPORATE OWNER'S CERTIFICATE

HOFFMAN MATZ, LLC, A WISCONSIN LIMITED LIABILITY COMPANY, EXISTING UNDER THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, CERTIFY THAT THEY HAVE CAUSED THE LAND DESCRIBED ON THIS MAP TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED, AS REPRESENTED ON THIS MAP IN ACCORDANCE WITH THE ORDINANCES OF THE CITY OF WATERTOWN.

IN WITNESS WHEREOF, HOFFMAN MATZ, LLC HAS CAUSED THESE PRESENTS TO BE SIGNED BY TINA CRAVE, ITS CEO AT \_\_\_\_\_, WISCONSIN, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

TINA CRAVE,  
REPRESENTATIVE

STATE OF WISCONSIN)  
COUNTY) SS

PERSONALLY CAME BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024 TINA CRAVE, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC  
STATE OF WISCONSIN  
MY COMMISSION EXPIRES: \_\_\_\_\_

## CITY OF WATERTOWN PLAN COMMISSION APPROVAL CERTIFICATE

APPROVED, THAT THE PLAT ROCK RIVER RIDGE, IN THE CITY OF WATERTOWN, HOFFMAN MATZ LLC, OWNER, IS HEREBY APPROVED BY THE PLAN COMMISSION.

APPROVED AS OF THIS DAY \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

DATE: \_\_\_\_\_  
EMILY MCFARLAND, MAYOR

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF A RESOLUTION ADOPTED BY THE PLAN COMMISSION OF THE CITY OF WATERTOWN.

DATE: \_\_\_\_\_  
MEGAN DUNNEISEN, CITY CLERK

## CERTIFICATE OF CITY TREASURER

STATE OF WISCONSIN)  
JEFFERSON COUNTY) SS

I, \_\_\_\_\_, BEING THE DULY ELECTED, QUALIFIED AND ACTING CITY TREASURER OF THE CITY OF WATERTOWN, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE, THERE ARE NO UNPAID TAXES OR SPECIAL ASSESSMENTS AS OF \_\_\_\_\_ (DATE) ON ANY LAND INCLUDED IN THE PLAT OF ROCK RIVER RIDGE.

(DATE) \_\_\_\_\_ CITY OF WATERTOWN TREASURER

## CERTIFICATE OF COUNTY TREASURER

STATE OF WISCONSIN)  
JEFFERSON COUNTY) SS

I, \_\_\_\_\_, BEING THE DULY ELECTED, QUALIFIED AND ACTING TREASURER OF THE COUNTY OF JEFFERSON, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNREDEEMED TAX SALES AND NO UNPAID TAXES OR SPECIAL ASSESSMENTS AS OF \_\_\_\_\_ (DATE) AFFECTING THE LANDS INCLUDED IN THE PLAT OF ROCK RIVER RIDGE.

(DATE) \_\_\_\_\_ TREASURER

| CURVE TABLE |         |         |         |               |              |               |               |
|-------------|---------|---------|---------|---------------|--------------|---------------|---------------|
| CURVE       | LENGTH  | RADIUS  | CHORD   | CH. BEARING   | DELTA        | TANGENT IN    | TANGENT OUT   |
| C1          | 39.78'  | 367.00' | 39.76'  | S 00°04'36" W | 61°2'35"     | S 00°05'37" W | S 03°01'42" E |
| C2          | 9.02'   | 433.00' | 9.02'   | S 02°25'54" E | 111°1'37"    | S 88°09'55" W | S 03°01'42" E |
| C3          | 108.72' | 433.00' | 108.43' | S 10°13'16" E | 14°23'08"    | S 03°01'42" E | S 17°24'50" E |
| C4          | 92.14'  | 367.00' | 91.90'  | S 10°13'16" E | 14°23'08"    | S 03°01'42" E | S 17°24'50" E |
| C5          | 205.19' | 333.00' | 201.96' | N 00°14'20" E | 35°18'20"    | S 17°24'50" E | S 17°53'30" W |
| C6          | 164.52' | 267.00' | 161.93' | N 00°14'20" E | 35°18'20"    | S 17°24'50" E | S 17°53'30" W |
| C7          | 116.36' | 777.00' | 116.25' | S 13°38'06" W | 8°34'48"     | S 17°53'30" W | S 08°18'42" W |
| C8          | 274.31' | 843.00' | 273.10' | S 08°34'11" W | 18°38'38"    | S 17°53'30" W | S 00°45'08" E |
| C9          | 12.21'  | 7.00'   | 10.72'  | S 40°39'54" E | 99°57'12"    | S 09°18'42" W | N 89°21'30" E |
| C10         | 10.51'  | 7.00'   | 9.55'   | S 46°20'06" W | 86°02'47"    | S 89°21'30" W | S 03°18'43" W |
| C11         | 55.12'  | 777.00' | 55.10'  | S 01°16'47" W | 4°03'51"     | S 03°18'43" W | S 00°45'08" E |
| C12         | 284.70' | 443.00' | 279.82' | S 19°09'47" E | 36°49'18"    | S 00°45'08" E | S 37°34'26" E |
| C13         | 235.00' | 377.00' | 231.22' | S 18°36'35" E | 35°42'54"    | S 00°45'08" E | S 36°28'03" E |
| C14         | 10.37'  | 7.00'   | 9.45'   | N 04°52'34" E | 84°54'01"    | S 37°34'26" E | S 47°19'35" W |
| C15         | 11.75'  | 7.00'   | 10.42'  | S 84°34'14" E | 96°12'23"    | S 36°28'03" E | N 47°19'35" E |
| C16         | 11.75'  | 7.00'   | 10.42'  | S 00°46'36" E | 96°12'23"    | S 47°19'35" W | S 48°52'48" E |
| C17         | 10.37'  | 7.00'   | 9.45'   | S 89°46'35" W | 84°54'01"    | N 47°19'35" E | S 48°52'48" E |
| C18         | 316.25' | 443.00' | 309.58' | S 68°13'29" E | 40°54'09"    | S 48°52'48" E | S 88°39'46" E |
| C19         | 261.77' | 377.00' | 256.54' | S 68°46'17" E | 39°46'59"    | S 48°52'48" E | S 88°39'46" E |
| C20         | 20.50'  | 25.00'  | 19.93'  | N 67°51'04" E | 46°58'20"    | S 88°39'46" E | N 44°21'54" E |
| C21         | 20.50'  | 25.00'  | 19.93'  | N 65°10'36" W | 46°58'20"    | S 88°39'46" E | S 41°41'26" E |
| C22         | 286.87' | 60.00'  | 81.88'  | N 01°20'14" E | 27°35'64"00" | S 41°41'26" E | S 44°21'54" W |
| C23         | 20.50'  | 25.00'  | 19.93'  | N 65°52'20" E | 46°58'20"    | N 89°21'30" E | N 42°23'10" E |
| C24         | 20.50'  | 25.00'  | 19.93'  | N 67°09'20" W | 46°58'20"    | N 89°21'30" E | S 43°40'10" E |
| C25         | 286.87' | 60.00'  | 81.88'  | N 00°38'30" W | 27°35'64"00" | S 43°40'10" E | S 42°23'10" W |
| C26         | 170.93' | 233.00' | 167.12' | S 68°20'32" W | 42°01'55"    | N 47°19'35" E | N 89°21'30" E |
| C27         | 122.51' | 167.00' | 119.78' | S 68°20'32" W | 42°01'55"    | N 47°19'35" E | N 89°21'30" E |
| C28         | 20.50'  | 25.00'  | 19.93'  | N 70°48'45" E | 46°58'20"    | S 47°19'35" W | N 85°42'05" W |
| C29         | 20.50'  | 25.00'  | 19.93'  | S 23°50'25" W | 46°58'20"    | N 00°21'15" E | N 47°19'35" E |
| C30         | 286.87' | 60.00'  | 81.88'  | S 42°40'25" E | 27°35'64"00" | N 85°42'05" W | N 00°21'15" E |
| C31         | 57.08'  | 267.00' | 56.97'  | N 11°17'22" W | 12°14'57"    |               |               |
| C32         | 47.37'  | 267.00' | 47.31'  | N 00°04'55" W | 10°09'55"    |               |               |
| C33         | 45.50'  | 267.00' | 45.44'  | N 09°52'57" E | 9°45'49"     |               |               |
| C34         | 14.57'  | 267.00' | 14.57'  | N 16°19'40" E | 3°07'39"     |               |               |
| C35         | 13.95'  | 843.00' | 13.95'  | S 17°25'03" W | 0°56'54"     |               |               |
| C36         | 75.02'  | 843.00' | 75.00'  | S 14°23'38" W | 5°05'57"     |               |               |
| C37         | 75.02'  | 843.00' | 75.00'  | S 09°17'41" W | 5°05'57"     |               |               |
| C38         | 75.02'  | 843.00' | 75.00'  | S 04°11'44" W | 5°05'57"     |               |               |
| C39         | 35.28'  | 843.00' | 35.28'  | S 00°26'48" W | 2°23'53"     |               |               |
| C40         | 15.34'  | 777.00' | 15.34'  | S 17°19'33" W | 1°07'53"     |               |               |
| C41         | 101.01' | 777.00' | 100.94' | S 13°02'09" W | 7°26'55"     |               |               |
| C42         | 45.29'  | 443.00' | 45.27'  | S 03°40'52" E | 5°51'28"     |               |               |
| C43         | 75.09'  | 443.00' | 75.00'  | S 11°27'57" E | 9°42'43"     |               |               |
| C44         | 76.25'  | 443.00' | 76.16'  | S 21°15'10" E | 9°51'43"     |               |               |
| C45         | 88.07'  | 443.00' | 87.92'  | S 31°52'44" E | 11°23'25"    |               |               |
| C46         | 20.88'  | 377.00' | 20.87'  | S 02°20'19" E | 3°10'21"     |               |               |
| C47         | 95.43'  | 377.00' | 95.17'  | S 11°10'35" E | 14°30'11"    |               |               |
| C48         | 118.70' | 377.00' | 118.21' | S 27°26'51" E | 18°02'22"    |               |               |
| C49         | 100.19' | 443.00' | 99.87'  | S 54°15'08" E | 12°57'28"    |               |               |
| C50         | 72.02'  | 443.00' | 71.84'  | S 65°23'19" E | 9°18'53"     |               |               |
| C51         | 72.02'  | 443.00' | 71.94'  | S 74°42'12" E | 9°18'53"     |               |               |
| C52         | 72.02'  | 443.00' | 71.95'  | S 84°01'06" E | 9°18'56"     |               |               |
| C53         | 89.44'  | 377.00' | 89.23'  | S 55°40'36" E | 13°35'36"    |               |               |
| C54         | 81.68'  | 377.00' | 81.52'  | S 68°40'49" E | 12°24'50"    |               |               |
| C55         | 81.03'  | 377.00' | 80.87'  | S 81°02'40" E | 12°18'51"    |               |               |
| C56         | 9.62'   | 377.00' | 9.62'   | S 87°55'56" E | 1°27'41"     |               |               |
| C57         | 36.30'  | 60.00'  | 35.75'  | S 59°01'16" E | 34°39'39"    |               |               |
| C58         | 58.27'  | 60.00'  | 56.01'  | N 75°49'29" E | 55°38'51"    |               |               |
| C59         | 54.83'  | 60.00'  | 52.94'  | N 21°49'19" E | 52°21'29"    |               |               |
| C60         | 54.83'  | 60.00'  | 52.94'  | N 30°32'09" W | 52°21'29"    |               |               |
| C61         | 63.39'  | 60.00'  | 60.49'  | N 86°58'58" W | 60°32'09"    |               |               |
| C62         | 19.25'  | 60.00'  | 19.17'  | S 53°33'26" W | 18°23'04"    |               |               |
| C63         | 45.61'  | 233.00' | 45.54'  | S 52°55'19" W | 11°10'04"    |               |               |
| C64         | 68.53'  | 233.00' | 68.29'  | S 66°58'33" W | 16°49'09"    |               |               |
| C65         | 56.79'  | 233.00' | 56.65'  | S 82°22'35" W | 13°57'50"    |               |               |
| C66         | 94.47'  | 167.00' | 93.22'  | S 63°31'58" W | 32°24'46"    |               |               |
| C67         | 28.04'  | 167.00' | 28.00'  | S 84°32'55" W | 9°37'09"     |               |               |
| C68         | 51.16'  | 60.00'  | 49.62'  | S 69°52'19" W | 48°51'12"    |               |               |
| C69         | 56.09'  | 60.00'  | 54.07'  | S 18°39'56" W | 53°33'33"    |               |               |
| C70         | 54.83'  | 60.00'  | 52.94'  | S 34°17'35" E | 52°21'29"    |               |               |
| C71         | 54.83'  | 60.00'  | 52.94'  | S 86°39'03" E | 52°21'29"    |               |               |
| C72         | 69.97'  | 60.00'  | 66.07'  | N 33°45'44" E | 66°48'58"    |               |               |
| C73         | 3.32'   | 25.00'  | 3.31'   | S 04°09'12" W | 7°35'55"     |               |               |
| C74         | 17.18'  | 25.00'  | 16.84'  | S 27°38'22" W | 39°22'25"    |               |               |
| C75         | 43.46'  | 60.00'  | 42.53'  | S 64°22'39" E | 41°18'40"    |               |               |
| C76         | 55.03'  | 60.00'  | 53.14'  | N 68°31'25" E | 52°24'33"    |               |               |
| C77         | 55.22'  | 60.00'  | 53.29'  | N 15°54'51" E | 52°44'02"    |               |               |
| C78         | 55.22'  | 60.00'  | 53.29'  | N 36°49'11" W | 52°44'02"    |               |               |
| C79         | 66.77'  | 60.00'  | 63.38'  | S 84°56'04" W | 63°45'29"    |               |               |
| C80         | 11.17'  | 60.00'  | 11.16'  | S 47°43'15" W | 10°40'10"    |               |               |

| LINE TABLE |        |               |
|------------|--------|---------------|
| LINE       | LENGTH | BEARING       |
| L1         | 21.42' | S 86°54'23" E |
| L2         | 39.06' | S 17°53'27" W |
| L3         | 17.01' | S 03°01'42" E |
| L4         | 17.01' | S 03°01'42" E |
| L5         | 44.93' | S 17°24'50" E |
| L6         | 44.93' | S 17°24'50" E |

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

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

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

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

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

**WHEREAS**, the city has been able to procure one additional vehicle to provide shared-ride taxi service in the City of Watertown that need to be added to the annual lease agreement.

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

That the proper City officials be and are hereby authorized to execute the attached lease agreement, Exhibit A, with Passenger Transit, Inc. with the addition of one recently procured transit vehicle for the period of September 1, 2024, through December 31, 2024 for the lease of vehicles for the purpose of operating a shared-ride taxi service.

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

ADOPTED September 3, 2024

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

APPROVED September 3, 2024

\_\_\_\_\_  
MAYOR

PUBLIC TRANSIT LEASE AGREEMENT

Between

City of Watertown

and

Passenger Transit, Inc.

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

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

SECTION 1. TERM

Lessor hereby leases the following vehicle(s) to Lessee starting on September 1, 2024, and ending December 31, 2024, or on the end date of the Lessor’s current public transit service contract with the Lessee, whichever comes first. This list is subject to changes as vehicles are purchased or sold.

SECTION 2. VEHICLE INFORMATION

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

| <u>Year</u> | <u>Make</u> | <u>Model</u> | <u>Vin</u>        | <u>Fleet #</u> |
|-------------|-------------|--------------|-------------------|----------------|
| 2005        | Ford        | Van          | 1FTSS34L05HB11911 | 82             |
| 2010        | Supreme     | Bus          | 1FDDE3FL8ADA79123 | 86             |
| 2010        | Starcraft   | Bus-ADA      | 1FDEE3FL9ADA38147 | 83             |
| 2015        | Starcraft   | Bus          | 1FDDE4FS8FDA03270 | 85             |
| 2015        | Dodge       | Minivan      | 2C4RDGB7FR731635  | 53             |
| 2015        | Dodge       | Minivan      | 2C4RDGB9FR731636  | 54             |
| 2017        | Starcraft   | Bus          | 1FDDE4FS7HDC07528 | 87             |
| 2017        | Dodge       | Minivan      | 2C4RDGBG9HR831156 | 55             |
| 2017        | Dodge       | Minivan ADA  | 2C7WDGBG5HR838658 | 56             |
| 2018        | Dodge       | Minivan ADA  | 2C7WDGBG3JR210085 | 57             |
| 2019        | Dodge       | Minivan      | 2C4RDGBGXKR779575 | 59             |
| 2020        | Dodge       | Minivan      | 2C4RDGBG5LR189978 | 60             |
| 2020        | Dodge       | Minivan ADA  | 2C4RDBGBXLR231464 | 61             |
|             |             | Mini Van ADA |                   |                |
| 2023        | Dodge       | (voyager)    | 2C4RC1CG7PR617120 | 88             |
|             |             | Mini Van ADA |                   |                |
| 2023        | Dodge       | (voyager)    | 2C4RC1CG6PR617108 | 89             |
|             |             | Mini Van ADA |                   |                |
| 2024        | Dodge       | (Pacifica)   | 2C4RC1FG0RR155661 | 90             |

SECTION 3. EXECUTION OF LEASE

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



**SECTION 4. CONDITIONS**

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

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

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

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

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

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

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

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

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

**SECTION 5. REPRESENTATION AND WARRANTIES**

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

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

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

**SECTION 6. REGISTRATION**

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

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

**SECTION 7. INSURANCE**

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

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

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

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

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

**SECTION 8. VEHICLE MAINTENANCE**

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

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

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

## SECTION 9. VEHICLE OPERATION

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

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

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

## SECTION 10. CIVIL RIGHTS

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

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

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

## SECTION 11. ADDITIONAL FEES

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

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

**SECTION 12. AUDITS, INSPECTIONS, AND REPORTING**

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

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

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

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

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

**SECTION 13. LIABILITY**

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

**SECTION 14. LEASE MANAGEMENT**

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

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

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

**SECTION 15. TERMINATION**

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

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

to the Lessor at no additional cost to the Lessor.

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

**SECTION 16. SUBLEASE RESTRICTIONS**

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

**For City of Watertown**

**For Passenger Transit, Inc.**

\_\_\_\_\_  
*Signature*

**Emily McFarland**  
**Mayor**  
**Date:**

  
\_\_\_\_\_  
*Signature*

**Richard Running**  
**President**  
**Date:** 8/26/24

**RESOLUTION TO  
APPROVE STATE/MUNICIPAL FINANCIAL AGREEMENT FOR  
RECONSTRUCTION OF LABAREE STREET BETWEEN  
BOUGHTON TO ANNE STREETS IN 2028**

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

**WHEREAS,** The City of Watertown received Wisconsin Department of Transportation (WisDOT) Surface Transportation Urban (STP) Urban funding for the reconstruction of Labaree Street between Boughton to Anne Streets for work to commence in 2028; and,

**WHEREAS,** the State of Wisconsin is seeking a State/Municipal financial agreement (SMFA) for the reconstruction of Labaree Street between Boughton to Anne Streets for work to commence in 2028; and,

**WHEREAS,** the SMFA for the reconstruction of Labaree Street between Boughton to Anne Streets for work to commence in 2028 went before the Finance Committee and received support; and,

**WHEREAS,** the State of Wisconsin will be responsible for 0% of roadway preliminary engineering/plan development and 80% of eligible roadway construction costs; and,

**WHEREAS,** the City will be responsible for 100% of roadway preliminary engineering/plan development, 20% of eligible roadway construction costs, and 100% of non-participating sanitary sewer and water main expenses, and any other non-participating expenses under the agreement.

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

That the proper city officials are hereby authorized to approve the SMFA for the reconstruction of Labaree Street between Boughton and Anne Streets for work to commence in 2028.

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

ADOPTED September 3, 2024

CITY CLERK

APPROVED September 3, 2024

MAYOR





**RESOLUTION TO  
APPROVE GRAEF USA, LLC GENERAL MUNICIPAL ENGINEERING  
SERVICES AGREEMENT FOR ENGINEERING DIVISION**

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

**WHEREAS**, the City of Watertown is intent on providing the best quality services to its residents; and,

**WHEREAS**, the Assistant City Engineer position has been vacant despite efforts to fill the position since January of 2024; and,

**WHEREAS**, the prolonged vacancy will create a gap in the level of service provided by the Public Works Department to the citizens of Watertown; and,

**WHEREAS**, GRAEF USA, Inc (GRAEF) of Milwaukee, WI can provide quality service to the citizens of Watertown by providing general municipal engineering services for the City’s Engineering Division for approximately 30 hours per week, understanding that hours may vary depending on workload; and,

**WHEREAS**, GRAEF would begin providing said services on September 4, 2024 and continue through December 31, 2024; and,

**WHEREAS**, the Engineering Division currently has unused salary and benefit funds from an unfilled position; and,

**WHEREAS**, General municipal engineering services provided by GRAEF will not exceed \$80,000.

**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 enter into an agreement with GRAEF USA, Inc. of Milwaukee, WI for general municipal engineering services.

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

ADOPTED September 3, 2024\_\_\_\_\_  
CITY CLERKAPPROVED September 3, 2024\_\_\_\_\_  
MAYOR

**RESOLUTION FOR  
NEW CINGULAR WIRELESS PCS, LLC. (AT&T) SITE WT/WI1058  
LICENSE AGREEMENT ON THE O’CONNELL WATER TOWER**

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

**WHEREAS**, the City of Watertown Water Utility has several lease agreements with cellular providers for their equipment on our water towers; and,

**WHEREAS**, New Cingular Wireless PCS, LLC., (AT&T) has applied for and been approved to perform upgrades to their equipment located on top of the O’Connell water tower; and,

**WHEREAS**, New Cingular Wireless PCS, LLC., upgrades also include a new lease and terms in the agreement and has been approved by their team and the City legal team; and,

**WHEREAS**, New Cingular Wireless PCS, LLC., and / or their sub-contractors are liable and responsible to cover inspections costs and subsequent repairs for any and all damage (paint coatings, ground ruts, concrete cracks, ladder integrity, railing integrity, and/or other items not listed) that may occur to the O’Connell water tower as explained in the lease terms; and

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF WATERTOWN, WISCONSIN:** that the proper City Official be and are hereby authorized to enter into the lease agreement and equipment upgrades performed by New Singular Wireless and or all their sub-contractors. Said agreement, New Cingular Wireless PCS, LLC: Site Name WT/WI1058 is attached to this resolution.

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

ADOPTED September 3, 2024

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

APPROVED September 3, 2024

\_\_\_\_\_  
MAYOR

**AMENDED AND RESTATED WATER TOWER LICENSE AGREEMENT  
BETWEEN  
CITY OF WATERTOWN, WISCONSIN  
AND  
NEW CINGULAR WIRELESS PCS, LLC**

This Amended and Restated Water Tower License Agreement (“**Agreement**”) is effective as of October 22, 2023 (“**Effective Date**”), by and between the City of Watertown, Wisconsin (“**Watertown**”), acting in its capacity as a municipal utility and whose water department office is located at 800 Hoffmann Drive, Watertown, WI 53094, and New Cingular Wireless PCS, LLC, a Delaware limited liability company (“**Licensee**”) with its principal offices at 1025 Lenox Park Blvd NE, 3<sup>rd</sup> Floor, Atlanta, GA 30319, as a successor in interest to Indus, Inc. Watertown and Licensee are at times collectively referred to as the “**Parties**” or individually as the “**Party**.”

**RECITALS**

The following recitals form a substantive part of this Agreement:

- A. Watertown owns a water tower (“**Tower**”) and real estate located at 509 O’Connell Street, Watertown, WI 53094 (“**Property**”), as more particularly described on **Exhibit A** and depicted on the site survey attached as **Exhibit B**.
- B. The Parties, and/or their predecessors in interest, entered into that certain Water Tower/Land Lease and Option Agreement dated July 24, 1998, as amended by an Estoppel and Consent Certificate and Lease Amendment dated June 9, 2000, a First Amendment to Water Tower/Land Lease and Option Agreement dated December 19, 2017, and a Second Amendment to Water Tower/Land Lease and Option Agreement dated October 13, 2020 (“**Lease**”), which is set to expire on October 21, 2023.
- C. The Lease authorized Licensee to place certain communications equipment and related facilities on the Tower and on certain land space near the base of the Tower (“**Existing Facilities**”).
- D. The Parties desire to amend and restate the Lease as a license agreement to, among other things, extend the term, modify the legal description of the land space, and permit Licensee to maintain its Existing Facilities on the Property.
- E. The Parties intend that this Agreement supersede and replace the Lease as of the Effective Date.

## AGREEMENT

The Parties agree as follows:

### ARTICLE 1: LICENSE GRANTED

- 1.1 As of October 22, 2023, the Lease is terminated and is replaced and superseded by this Agreement.
- 1.2 Licensee's Existing Facilities and any additional or replacement equipment or facilities approved pursuant to the terms of this Agreement are collectively referred to as the **"Communications Facilities."**
- 1.3 Subject to the provisions of this Agreement, Watertown hereby grants to Licensee:
  - 1.3.1 A revocable license authorizing Licensee to install, maintain, upgrade, and operate Licensee's Communications Facilities on two portions of the Property totaling approximately 814 square feet (collectively, the **"Land Space"**), as more particularly described on Exhibit A and depicted on the site survey attached as Exhibit B. The Land Space shall NOT include the overlap area depicted and described on Exhibit C.
  - 1.3.2 A revocable license authorizing Licensee to install, maintain, upgrade, and operate Licensee's Communications Facilities on the specific locations on the Tower (**"Tower Space"**) shown on the drawings of the Existing Facilities and equipment inventory attached as Exhibit D.
  - 1.3.3 The following temporary, non-exclusive easements, which shall automatically terminate upon the termination or expiration of this Agreement: (i) an **"Access Easement"** across the Property for ingress and egress to the Land Space and (ii) a **"Utility Easement"** across the Property for the underground installation of utility wires, cables, conduits, cable trays, and pipes (collectively, the **"Easements"**) in the locations on the Property more particularly described on Exhibit A and depicted on the site survey attached as Exhibit B.
- 1.4 The Tower Space and Land Space are collectively referred to as the **"Premises."**

### ARTICLE 2: TERM

- 2.1 The **"Initial Term"** of this Agreement shall commence on November 1, 2023, (**"Commencement Date"**) and shall terminate on the fifth anniversary of the Commencement Date.
- 2.2 Provided that Licensee is not in default under this Agreement at the end of the Initial Term or any Renewal Term, this Agreement shall automatically be extended for three additional five-year terms (each, a **"Renewal Term"**) unless Licensee notifies Watertown in writing of its intention to terminate this Agreement at least 90 days prior to the expiration of the then-



current Term, in which case the Agreement shall terminate at the end of the Term during which such notice is given.

- 2.3 Either Party may terminate this Agreement at the end of the fourth and final Renewal Term by giving written notice to the other Party of its intention to terminate this Agreement at least 90 days prior to the expiration of the final Renewal Term. If neither Party has given such a notice to the other Party, then upon the expiration of the fourth and final Renewal Term, this Agreement shall continue in force upon the same covenants, terms, and conditions for an additional term of one year and for annual terms thereafter (each, an “**Annual Term**”) until terminated by either Party by giving the other Party 60 days’ written notice of its intention to terminate this Agreement at the end of the then-current Annual Term.
- 2.4 The Initial Term, each Renewal Term, and any Annual Terms are referred to collectively as the “**Term**.”

### **ARTICLE 3: LICENSE FEE**

- 3.1 Commencing on the Commencement Date, the annual “**License Fee**” shall be **\$31,200.00** payable in equal monthly installments of **\$2,600.00** in advance on or before the fifth day of each month. License Fees for any partial months shall be prorated. Each year, on the anniversary of the Commencement Date, the License Fee shall increase by three percent (**3.0%**) over the License Fee in effect the immediately preceding year.
- 3.2 The Parties agree that the License Fee paid to Watertown to date is good and valuable consideration as holdover License Fee for the holdover License Fee period from October 22, 2023 through October 31, 2023, the receipt and sufficiency of which are hereby acknowledged.
- 3.3 The Parties acknowledge that, pursuant to the Lease, Licensee has been paying to Watertown monthly rent of \$2,413.44 and that, upon the full execution of this Agreement, Licensee shall owe Watertown the difference between the License Fee required under this Agreement and the rent paid under the Lease (i.e., \$186.56 per month) for each month during the period beginning November 1, 2023 and ending on the date of full execution of this Agreement (“**True-Up Payment**”). Licensee shall make such True-Up Payment to Watertown within 40 days after the full execution of this Agreement.
- 3.4 Licensee shall pay the License Fee to Watertown at Attn: Water Utility Clerk, PO Box 477, Watertown, WI 53094 or to such other person, firm, or place as Watertown may, from time to time, designate in writing at least 30 days in advance of any License Fee payment due date by notice given in accordance with Article 17 below.
- 3.5 In the event Licensee fails to timely pay any sums due under this Agreement, Licensee shall pay to Watertown a late fee on the total payment due of three percent (**3.0%**) per month.

### **ARTICLE 4: DISCLAIMERS**

- 4.1 Licensee acknowledges and agrees that Watertown has made no representations or warranties, express or implied, regarding the physical condition of the Property, Premises, or

Easements; the suitability of the Property, Premises, or Easements for Licensee's desired purposes; or the state of title of the Property.

- 4.2 Licensee acknowledges and agrees that Licensee is experienced in land acquisition and premises development, that it has conducted or will conduct all necessary and appropriate inspections of the Property, and that Licensee accepts the Property, including the Easements, Premises, and all structures thereon, in "***as-is, where-is, and with all faults***" condition.
- 4.3 ***Watertown makes no warranties or representations regarding Licensee's exclusive use of the Property, Tower, or Easements; non-interference with Licensee's transmission operations; or that the Premises, Easements, or utilities serving the Premises are fit for Licensee's intended use, and all such warranties and representations are hereby disclaimed.***

#### ARTICLE 5: TAXES/NO LIENS

- 5.1 Licensee shall have the responsibility to pay any personal property taxes, assessments, or charges owed on the Property that are the result of Licensee's use of the Premises and/or the installation, maintenance, and operation of Licensee's Communications Facilities. Licensee shall be responsible for the payment of all taxes, levies, assessments, and other charges imposed upon the business conducted by Licensee at the Property.
- 5.2 Licensee shall have the right, at its sole cost and expense, to appeal, challenge, or seek modification of any tax assessment or billing for which Licensee is wholly or partly responsible to pay.
- 5.3 Licensee shall not permit any claim or lien to be placed against any part of the Property or Tower that arises out of work, labor, material, or supplies provided or supplied to Licensee, its contractors or their subcontractors for the installation, construction, operation, maintenance, or removal of the Communications Facilities or use of the Premises or Property. Upon 30 days' prior written notice from Watertown, Licensee shall cause any such claim or lien filed by any third party making a claim against, through, by, because of, or under Licensee to be discharged by bonding or letter of credit to give Watertown security to protect Watertown's interests from the claim or lien. If Licensee elects to obtain a bond, it shall be with a company authorized to provide bonds in Wisconsin.

#### ARTICLE 6: USE

- 6.1 Permitted Use. Licensee shall continuously use the Premises solely for the purpose of constructing, maintaining, repairing, and operating its Communications Facilities. All Communications Facilities shall be installed and maintained at Licensee's expense and shall be and remain the exclusive property of Licensee. Licensee shall not do or permit to be done in, to, on, or about the Property any act or thing which would violate, suspend, invalidate, or make inoperative any insurance pertaining to the Property or the Premises or any improvements thereto.

## 6.2 Compliance with Laws.

- 6.2.1 Licensee, at its expense, shall diligently, faithfully, and promptly obey and comply with all federal, state, and local orders, rules, regulations, and laws (collectively, “**Laws**”), including all environmental laws and Federal Communications Commission (“**FCC**”) and Federal Aviation Administration (“**FAA**”) rules, that are applicable to operations conducted upon or above the Premises and including the applicable American National Standards Institute (“**ANSI**”) “Safety Levels with respect to Human Exposure to Radio Frequency Electromagnetic Fields” as set forth in the current ANSI standard or any applicable FCC standard that supersedes this standard or any applicable Environmental Protection Agency rules or regulations that may hereinafter be adopted that supersede this standard. Licensee shall adhere to all Occupational Safety and Health Administration safety requirements that are applicable to Licensee’s operations conducted upon or above the Property.
- 6.2.2 Licensee shall neither do nor permit any act or omission that could cause the Premises or the use thereof to fall out of compliance with applicable Laws. Licensee shall provide to Watertown a copy of any written notice received by Licensee from any governing authority regarding non-compliance with any Law pertaining to Licensee’s operations conducted upon or above the Premises within 30 days of Licensee’s receipt of any such notice of non-compliance. Any fines or penalties imposed for improper or illegal installation or operation of any improvements on the Premises or for any other violation of Laws on the Premises shall be Licensee’s sole responsibility.
- 6.3 Governmental Approvals. Licensee shall not install Communications Facilities on the Premises without first obtaining all necessary federal, state, and local governmental approvals and permits for such installation.
- 6.4 Utility Service. Licensee shall pay and be responsible for all utility services it uses on the Premises and all other costs and expenses in connection with the use, operation, and maintenance of the Premises and all activities conducted thereon. All utilities serving the Premises shall be underground, located within a Utility Easement, and shall be separately metered. No backup generators shall be allowed to operate on the Premises unless they are powered by natural gas.
- 6.5 Advertisements. Licensee shall not advertise on the Property or on any structure on the Property, except for company identification as required by FCC regulation.
- 6.6 Damage During Installation. Any damage done to the Property, Tower, or surrounding land during installation, operation, maintenance, repair, or removal of the Communications Facilities that results from the action or inaction of Licensee or its contractors or their subcontractors or the presence of the Communications Facilities shall be immediately repaired at Licensee’s expense and to Watertown’s reasonable satisfaction. Licensee shall pay all costs and expenses in relation to maintaining the structural integrity of the Tower in connection with Licensee’s installation and operation of the Communications Facilities.

- 6.7 Maintenance. Licensee shall be responsible for maintenance and security of the Land Space and Licensee's Communications Facilities and shall keep the same (including any fencing or landscaping shown on Exhibit B, Exhibit D, or the Construction Drawings approved pursuant to Article 8) in good repair and condition during the Term of this Agreement.

## ARTICLE 7: ACCESS

- 7.1 Licensee shall have 24/7 unsupervised access to the Communications Facilities located on the Land Space portion of the Premises. Licensee may have supervised access to the Communications Facilities inside or on the Tower by requesting access 48 hours in advance. For instances involving regular maintenance, Licensee shall request access to the Tower by calling (920) 262-4075 between the hours of 7:00 a.m. and 2:00 p.m. If Licensee needs access to the Tower in an emergency, it shall give advance notice to Watertown as soon as reasonably possible by calling (920) 261-6660. Licensee shall reimburse Watertown for all costs Watertown incurs in sending its personnel to the Property and in supervising Licensee's Tower access.
- 7.2 Licensee shall be subject to all emergency operation plans adopted by Licensee applicable to the Tower. When accessing the Tower, Licensee's employees, contractors, and agents shall have proper identification. Licensee shall be responsible for maintaining a written record of the names of its employees, contractors, and agents who perform work on the Premises, the nature of the work performed, and the date and time such work is performed. Licensee shall make such records available to Watertown upon request.

## ARTICLE 8: UPGRADE PROJECTS, MODIFICATIONS, REPAIR, & REPLACEMENT

- 8.1 Future Modifications.
- 8.1.1 Licensee shall not seek to add any additional Communications Facilities or make any other additions, alterations, or improvements to the Premises or Property ("**Modification Project**") without Watertown's prior written approval. Approval of a Modification Project may be subject to an increase in the License Fee and/or the Parties' entering into either an amendment to this Agreement or a replacement Agreement.
- 8.1.2 Licensee shall submit all of the following to Watertown in connection with its request for approval of a Modification Project:
- 8.1.2.1 *Application*. A complete and executed Antenna Site Application ("**Application**") on the form attached as Exhibit E.
- 8.1.2.2 *Deposit*. The required deposit, as set forth in the Application.
- 8.1.2.3 *Construction Drawings*. Detailed construction plans and drawings ("**Construction Drawings**") for all proposed improvements that are part of the Modification Project for Watertown's written approval, which

approval must be obtained before Licensee may commence any construction or installation work on the Property.

- 8.1.2.4 *Engineering Study/Structural Analysis.* If the Modification Project will impact the Tower, an engineering study and structural analysis to determine whether the proposed installation of the Modification Project will adversely affect the structural integrity of the Tower.
- 8.1.2.5 *Updated Site Survey.* If requested by Watertown, an updated site survey that reflects any proposed changes to the Land Space and/or Easements in connection with the Modification Project for Watertown's written approval.

## 8.2 Additional Project Requirements.

- 8.2.1 Licensee's installation of a future Modification Project shall be made at Licensee's sole expense and completed in a neat and workmanlike manner in accordance with sound engineering practices; all applicable Laws; and in strict compliance with the approved Construction Drawings.
- 8.2.2 Within 30 days after installation of a Modification Project, Licensee shall provide to Watertown electronically formatted as-built drawings ("**As-Built Drawings**") documenting the Communications Facilities installed on the Property. The As-Built Drawings shall be reviewed and approved by the engineer of record, show the actual location of all of Licensee's Communications Facilities, and be accompanied by a complete and detailed inventory of all then-existing and newly installed Communications Facilities.
- 8.2.3 After installation of a Modification Project, Licensee shall address all punch-list items within 20 days after Licensee or its contractors receive the punch list from Watertown or Watertown's contractors. If Licensee fails to satisfactorily address all items on the punch list within the 20-day time period, Licensee shall pay to Watertown a fee of \$100 for each day that Licensee has not completed its obligations under this Section 8.2.3.

## 8.3 Repair/Replacement Notice.

- 8.3.1 With the exception of emergencies, Licensee shall submit to Watertown advance written notice of the need for and the nature of any repair or maintenance of Licensee's existing Communications Facilities or the replacement of such facilities on a like-for-like basis, using the Antenna Site Service Notice form attached as **Exhibit F** ("**Service Notice**"). For the sake of clarity, "**like-for-like basis**" means that the existing Communications Facilities are replaced with Communications Facilities that are not greater in size (i.e., the dimensions are the same or smaller), weight, and number and that the new Communications Facilities are attached in the same manner as the then-existing Communications Facilities.



- 8.3.2 If Watertown objects to the Service Notice, Watertown shall notify Licensee in writing within two business days of its receipt of the Service Notice. Watertown's notice to Licensee shall specify in detail the objection and whether Licensee is authorized to proceed with the repair or replacement. Licensee may submit a revised Service Notice as often as necessary until approved by Watertown.
- 8.3.3 In the case of an emergency, Licensee shall provide written notice to Watertown describing the replacement or repair, as well as an explanation of the reason the repair or replacement constituted an emergency and did not require prior written notice to Watertown, with the written notice being transmitted by Licensee to Watertown within 24 hours following the emergency replacement or repair. As used in this Agreement, "**emergency**" shall be deemed to exist only in instances in which the emergency conditions constitute an immediate threat to the health or safety of the public or an immediate danger to the Tower, its operations, or the Licensee's Communications Facilities.
- 8.4 Review/Inspection. As directed by Watertown, Watertown's technical consultant shall review and periodically inspect Licensee's Modification Project beginning with the pre-construction conference and continuing through installation, construction, punch list review, and verification of the post-construction As-Built Drawings. Before Licensee may energize its system (i.e., start-up), all items on the punch list must be substantially completed, as reasonably determined by Watertown.
- 8.5 Responsibility for Professional Costs. Licensee shall reimburse Watertown for all third-party professional costs, including legal and engineering fees, that Watertown incurs in connection with a Modification Project ("**Professional Costs**"). If the Professional Costs exceed the amount of any deposit made pursuant to the Application, Watertown will invoice Licensee for the additional Professional Costs incurred, which invoice shall be due and payable within 30 days of its receipt. If, upon completion of the Modification Project (including completion of any remedial work and verification of the post-construction As-Built Drawings), the Professional Costs are less than the amount of any deposit made pursuant to the Application, Watertown shall refund the unused portion of the deposit to Licensee.

## ARTICLE 9: TOWER PAINTING & MAINTENANCE

- 9.1 Relocation of Communications Facilities. Licensee shall remove its Communications Facilities from the Tower, at Licensee's sole cost and expense, to allow for Tower painting, reconditioning, or similar major maintenance or repair work that Watertown, in its sole discretion, determines will require the removal of the Communications Facilities from the Tower ("**Major Maintenance Work**").
- 9.1.1 Watertown shall notify Licensee prior to the end of any calendar year during which Watertown has planned and budgeted for the Major Maintenance Work in the following year. After the contract for such work has been awarded, Watertown shall further notify Licensee when a preliminary schedule for the work has been established.

- 9.1.2 Licensee and Watertown shall cooperate to ensure that the removal of the Communications Facilities does not interfere with the Major Maintenance Work. Licensee shall cooperate with Watertown with respect to the Major Maintenance Work and will make its representatives available to attend meetings with Watertown or its contractors (and any other Tower users) related to such work.
- 9.1.3 If Licensee requires the use of a temporary pole or cell on wheels (collectively, “**Temporary Tower**”), Watertown shall permit Licensee, at Licensee’s sole expense, to place a Temporary Tower on the Property in a location mutually agreed upon by Watertown and Licensee. Licensee shall cooperate with Watertown regarding the placement of the Temporary Tower on the Property. If the Property will not accommodate Licensee’s Temporary Tower, it is Licensee’s responsibility to locate alternative sites. If space on the Property is limited, priority will be given to the Tower user who has been using the site the longest.
- 9.2 Communications Facilities Remain in Place. If Watertown, in its sole discretion, determines that it is reasonable to allow Licensee to keep all or any portion of the Communications Facilities in place during any maintenance or repair work, Licensee shall be responsible for all additional costs Watertown incurs due to the presence of the Communications Facilities on the tower during such work. Watertown will invoice Licensee for such additional costs, and Licensee shall pay such invoice within 30 days of its receipt. **Licensee agrees that it accepts any and all risk of damage to its Communications Facilities while the maintenance or repair work is being performed and that Watertown shall have no liability whatsoever for any such damage, regardless of the cause of such damage.**
- 9.3 Temporary Emergency Relocation. In case of an emergency that requires Watertown to remove Licensee’s Communications Facilities, Watertown may do so after giving advance telephone notice to Licensee as soon as practical by calling **NOC 1-800-638-2822**. In the event the use of the Communications Facilities is interrupted, Licensee shall have the right to maintain a Temporary Tower on the Property in a location approved by Watertown. If the Property will not accommodate Licensee’s Temporary Tower, it is Licensee’s responsibility to locate alternative sites. If space on the Property is limited, priority will be given to the Tower user who has been using the site the longest.

## **ARTICLE 10: LIMITATION OF LIABILITY**

- 10.1 Watertown reserves to itself the right to maintain, operate, and improve the Tower and Property in the manner that will best enable it to fulfill its water utility service requirements. Licensee agrees to use the Property and Tower at its sole risk. Notwithstanding the foregoing, Watertown shall exercise reasonable caution to avoid damaging Licensee’s Communications Facilities and, if it is aware of or made aware of such damage, Watertown shall promptly report to Licensee the occurrence of any such damage caused by Watertown. Subject to Sections 9.2 and 10.2, Watertown agrees to reimburse Licensee for all reasonable costs Licensee incurs for the physical repair of its Communications Facilities damaged solely by Watertown’s negligence or willful misconduct, not to exceed the limits of liability for municipal claims established by Wisconsin law.

- 10.2 No provision of this Agreement is intended, nor shall it be construed, to be a waiver for any purpose of any provision of Wis. Stat. §§ 893.80, 345.05, or any other notice requirements, governmental immunities, or damages limitations that may apply to Watertown, its employees, officials, or agents.

## ARTICLE 11: INDEMNIFICATION

- 11.1 Indemnification. Licensee shall defend, indemnify, and hold harmless Watertown and its officers, officials, employees, and agents (“**Indemnified Parties**”) against any and all liability, costs, damages, fines, taxes, special charges by others, penalties, payments (including payments made by Watertown under any workers’ compensation laws or under any plan for employee disability and death benefits), remediation costs, and expenses (including reasonable attorney’s fees and all other costs and expenses of litigation) (each a “**Covered Claim**”) that may be asserted by any person or entity and arise in any way (including any act, omission, failure, negligence, or willful misconduct) in connection with this Agreement or with the construction, maintenance, repair, presence, removal, or operation of the Communications Facilities by Licensee or anyone under the direction or control or acting on behalf of or at the invitation of Licensee (including subcontractors) except to the extent Watertown’s willful misconduct solely gives rise to such Covered Claim.
- 11.2 Procedure for Indemnification. The following procedures shall apply to Licensee’s indemnification obligations under both Articles 11 and 12:
- 11.2.1 Watertown shall give prompt written notice to Licensee of any claim or threatened claim, specifying the factual basis for such claim and the amount of the claim. If the claim relates to an action, suit, or proceeding filed by a third party against Watertown, Watertown shall notify Licensee no later than 15 days after Watertown receives written notice of the action, suit, or proceeding.
- 11.2.2 Watertown’s failure to give the required notice shall not relieve Licensee of its obligation to indemnify Watertown unless, and only to the extent, that Licensee is materially prejudiced by such failure.
- 11.2.3 Licensee shall have the right at any time, by notice to Watertown, to participate in or assume control of the defense of the claim with counsel of its choice, which counsel must be reasonably acceptable to Watertown. Watertown agrees to cooperate fully with Licensee. If Licensee assumes control of the defense of any third-party claim, Watertown shall have the right to participate in the defense at its own expense. If Licensee does not assume control or otherwise participate in the defense of any third-party claim, Licensee shall be bound by the results obtained by Watertown with respect to the claim.
- 11.2.4 If Licensee assumes the defense of a third-party claim as described above, then in no event shall Watertown admit any liability with respect to, or settle, compromise, or discharge any third-party claim without Licensee’s prior written consent.
- 11.2.5 Licensee shall take prompt action to defend and indemnify the Indemnified Parties against Covered Claims, actual or threatened, but in no event later than notice by

Watertown to Licensee of the service of a notice, summons, complaint, petition, or other service of a process against an Indemnified Party alleging damage, injury, liability, or expenses attributed in any way to the Agreement; the work to be performed under this Agreement; or the acts, fault, negligence, equipment, materials, properties, facilities, personnel, or property of Licensee or anyone under its direction or control. Licensee shall defend any such claim or threatened claim, including as applicable, engagement of legal counsel, to respond to, defend, settle, or compromise any claim or threatened claim.

- 11.3 Costs. Licensee acknowledges and agrees that Licensee is responsible for reimbursing the Indemnified Parties for any and all costs and expenses (including reasonable attorneys' fees) actually incurred in the enforcement of Articles 11 and 12.

## ARTICLE 12: ENVIRONMENTAL

- 12.1 Licensee represents and warrants that its use of the Property will not generate any Hazardous Substances (defined below), that it will not store or dispose of on the Property or transport to or over the Property any Hazardous Substances, and that its Communications Facilities do not constitute or contain and will not generate any Hazardous Substances in violation of any Laws now or hereafter in effect, including any amendments. "**Hazardous Substance**" shall be interpreted broadly to mean any substance, material, chemical, or waste that now or hereafter is classified or considered to be hazardous or toxic waste, hazardous or toxic material, hazardous or toxic radioactive substance, or other similar term by any federal, state, or local laws, regulations, or rules now or hereafter in effect, including any amendments.
- 12.2 Licensee shall indemnify, defend, and hold harmless the Indemnified Parties from and against any and all claims that may be asserted against or incurred by an Indemnified Party or for which an Indemnified Party may be held liable, which arise from the presence, use, generation, storage, treatment, disposal, or transportation of Hazardous Substances on, into, from, under, or about the Premises or Property by Licensee or anyone under the direction or control of or acting on behalf of or at the invitation of Licensee, specifically including, but not limited to, the cost of any required or necessary repair, restoration, remediation, cleanup, removal, or detoxification of the Premises or the Property and the preparation of any closure or other required plans, whether or not such action is required or necessary during the Term or after the expiration or termination of this Agreement, except only to the extent that Watertown's willful misconduct gives rise to such claim.

## ARTICLE 13: INSURANCE

- 13.1 Coverage. At all times during the Term of this Agreement and for as long as the any Communications Facilities remain on the Property, Licensee will carry, at its own cost and expense, the following insurance:
- 13.1.1 *Workers' Compensation and Employers' Liability Insurance*. Statutory workers' compensation benefits and employers' liability insurance policy with a limit of \$1,000,000 each accident/disease. This policy shall include a waiver of subrogation in favor of Watertown.

- 13.1.2 *Commercial General Liability Insurance.* Commercial general liability policy per ISO form CG 00 01 or its equivalent with a limit of \$3,000,000 per occurrence for bodily injury and property damage and \$6,000,000 general aggregate including premises, operations, products and completed operations, advertising injury, contractual liability coverage, and coverage for property damage from perils of explosion, collapse, or damage to underground utilities (commonly known as XCU coverage).
- 13.1.3 *Commercial Automobile Liability Insurance.* Commercial automobile liability policy in the amount of \$1,000,000 combined single limit each accident for bodily injury or property damage covering all owned, hired, and non-owned autos and vehicles.
- 13.1.4 *Excess/Umbrella Liability.* Excess/umbrella liability policy with a limit of \$6,000,000 per occurrence and aggregate providing coverage to be in excess of employers' liability, commercial general liability, and automobile liability insurance required above. Licensee may use any combination of primary and excess insurance to meet the total limits required.
- 13.1.5 *Property Insurance.* Property insurance on Licensee's facilities, buildings, and other improvements, including equipment, fixtures, fencing, or support systems that may be placed on, within, or around the Property to fully protect against hazards of fire, vandalism, and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as "extended coverage" insurance. This policy shall include a waiver of subrogation in favor of Watertown. Licensee self-insures its property insurance and in satisfaction of the waiver of subrogation requirement will include Watertown as joint loss payee to the extent of Watertown's insurable interest which would have been covered had Licensee purchased property insurance.
- 13.2 Additional Requirements. With respect to the policies of insurance Licensee is required to carry pursuant to Section 13.1:
- 13.2.1 Such insurance shall be primary coverage without reduction or right of offset or contribution on account of any insurance provided by Watertown to itself or its officials, officials, employees, or agents.
- 13.2.2 Watertown and its board members, departments, commissioners, officers, officials, agents, and employees ("**City Parties**") shall be included as an additional insured under all of the policies except for workers' compensation and employers' liability and Licensee's self-insured property coverage, which additional insured status shall be indicated on the certificate of insurance or in a blanket additional insured endorsement as it respects to this Agreement.
- 13.2.3 No policies of insurance required under this Article 13 shall contain provisions that exclude coverage of liability arising from excavating, collapse, or underground work or coverage for injuries to Watertown's employees or agents.



- 13.2.4 All policies (other than workers' compensation) shall be written on an occurrence and not a claims-made basis.
- 13.2.5 The insurer must be eligible to do business in the State of Wisconsin and have an A- or better rating in Best's Guide.
- 13.2.6 Upon execution of this Agreement and upon expiration or renewal of any liability policies required by this Agreement, Licensee shall submit to Watertown certificates of insurance evidencing the coverage required by this Agreement.
- 13.2.7 Licensee shall be fully responsible for any deductible amounts or for any deficiencies in the amounts of insurance maintained. Licensee shall defend, indemnify, and hold Watertown harmless from and against the payment of any deductible or any premium for Licensee's insurance policies.
- 13.2.8 The insurance requirements in this Article 13 shall not in any way act to reduce coverage that is broader or that includes higher limits.
- 13.3 Contractors' Insurance. Licensee shall ensure that all contractors and their subcontractors performing any work on the Property related to this Agreement obtain and maintain substantially the same coverage with substantially the same limits as are required of Licensee. Prior to any such contractor or subcontractor performing any work on the Property, Licensee shall furnish Watertown with a certificate of insurance evidencing the required coverage.
- 13.4 Waiver of Claims and Subrogation. Licensee hereby waives any and all rights of recovery, claim, action, or cause of action against Watertown for any loss or damage that may occur to the Communications Facilities, the Premises, or any improvements thereto, or any property located on the Premises, arising from any cause that (i) would be insured against under the terms of the property insurance Licensee is required to carry under this Article 13 or (b) is insured against under the terms of any property insurance actually carried by Tenant, regardless of whether the same is required hereunder, except for Licensee's self-insured property coverage where Licensee shall include Watertown as joint loss payee in lieu of waiver of subrogation and such status as joint loss payee shall void the requirement for waiver of subrogation for Licensee's self-insured property coverage. The foregoing waiver shall apply regardless of the cause or origin of such claim, including the negligence of Watertown or its agents, officers, employees, or contractors. The foregoing waiver shall not apply if it would have the effect, but only to the extent of such effect, of invalidating any insurance coverage of Licensee or Watertown.
- 13.5 Accident or Incident Reports. Licensee shall promptly furnish Watertown with copies of any accident or incident report(s) sent to Licensee's (or its contractor's or subcontractor's) insurance carriers concerning accidents or incidents on the Property or in connection with or as a result of performance of work under this Agreement.
- 13.6 No Limitation. Nothing contained in this Article 13 shall be construed as limiting the extent of Licensee's responsibility for payment of damages resulting from Licensee's activities

under this Agreement or limiting, diminishing, or waiving Licensee's indemnification obligations under this Agreement.

#### ARTICLE 14: INTERFERENCE

- 14.1 Watertown reserves to itself the right to maintain, operate, and improve the Tower and Property in the manner that will best enable it to fulfill its water utility service requirements. Licensee agrees to use the Property and the Tower at its sole risk. Licensee's installation, operation, maintenance, and use of the Communications Facilities shall not damage or adversely interfere in any way with Watertown's communications equipment or its water utility operations, including the Tower and its related repair and maintenance activities.
- 14.2 Licensee agrees to install only equipment of the type and frequency that will not cause harmful interference measurable in accordance with then-existing industry standards to any equipment of Watertown (whenever installed) or the equipment of preexisting radio frequency users on the Property ("**Pre-Existing User**"), as long as those Pre-Existing Users operate and continue to operate within their respective frequencies and in accordance with all applicable Laws.
- 14.3 In the event any equipment installed by Licensee causes interference to Watertown's or a Pre-Existing User's equipment on the Property, and after Watertown has notified Licensee in writing of such interference, Licensee will immediately take all commercially reasonable steps necessary to correct and eliminate the interference, including, but not limited to, powering down such equipment and later powering up such equipment for intermittent testing.
- 14.4 Watertown agrees that each of its future agreements with other tenants, lessees, or licensees who currently or in the future have use of the Tower or the Property ("**Other Users**") shall contain a provision substantially the same as Section 14.2 above and that Watertown shall enforce such provisions in a nondiscriminatory manner with respect to all of the Other Users. Watertown further agrees that Watertown and its employees, contractors, and agents shall use reasonable efforts, consistent with Section 14.1 above, not to cause interference with the operation of the Communications Facilities.
- 14.5 The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Article 14 and, therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.
- 14.6 In addition to all other remedies available to Licensee, in the event the equipment or activities of then-existing Other Users or Watertown are causing interference to the Communications Facilities and such interference is not eliminated within seven calendar days after written notice to Watertown from Licensee, then Licensee shall have the right to terminate this Agreement.
- 14.7 For the purposes of this Agreement, "**interference**" may include, but is not limited to, any use of the Property that cause electronic interference with or physical obstruction to, or degradation of, the communications signals from the facilities of any permitted users of the Property.

**ARTICLE 15: REMOVAL/BOND**

- 15.1 Removal and Restoration. Upon termination or expiration of this Agreement, Licensee shall have 90 days to remove the Communications Facilities from the Premises (except underground utilities, which Licensee shall disconnect, and foundations, which shall be removed to a depth of four feet below grade) and shall restore the Tower and the Property to the condition they were in before Licensee's Communications Facilities were installed, ordinary wear and tear and loss by casualty or other causes beyond Licensee's control excepted, all at Licensee's sole cost and expense. Before removing any part of the Communications Facilities from the Tower upon termination or expiration of this Agreement, Licensee agrees on behalf of itself and its successors and assigns to provide Watertown with reasonable advance notice of its intentions to remove such facilities and agrees to coordinate such removal with Watertown.
- 15.2 Bond. On or before the Effective Date, Licensee shall provide to Watertown a bond with an entity and in a form satisfactory to the City Attorney for Watertown. The amount of the bond shall be \$55,000, and it shall be kept in full force so long as the Communications Facilities are on the Premises. The purpose of the bond is to ensure the removal of the Communications Facilities and the restoration of the Property at the termination or expiration of this Agreement.
- 15.3 Removal and Restoration by Watertown. In the event that Licensee fails to comply with the removal and restoration requirements of this Agreement, Watertown shall have the right, using its own personnel or a contractor, to perform such removal and restoration, and Licensee shall reimburse Watertown for Watertown's actual costs of such removal and restoration within 60 days of receiving an invoice therefor. If Licensee fails to reimburse Watertown within such 60-day period, then Watertown may go against the bond referenced in Section 15.2 above.
- 15.4 Holdover. In the event Watertown does not exercise its right of removal under Section 15.3 above and Licensee fails to completely remove the Communications Facilities from the Premises or fails to restore the Tower and Property as required, Licensee shall continue to pay to Watertown an amount equal to 150% of the License Fee in effect during the last month of the Term, prorated for each and every day of every month during which any part of the Communications Facilities remains on the Property or the restoration of the Tower and the Property remains unfinished. Whether or not any or all of the Communications Facilities are in use or functioning shall not be considered a factor when determining Licensee's payment obligations under this Section 15.4.

**ARTICLE 16: ASSIGNMENT & SUBLICENSING**

- 16.1 Licensee may not sublicense any part of the Premises.
- 16.2 Licensee may assign its interest in this Agreement to an Affiliate without Watertown's consent. All other assignments or transfers shall require Watertown's prior written consent. No assignment or transfer shall be valid until (i) Licensee gives Watertown written notice of the assignment or transfer (which notice shall contain the legal name and contact information

for the assignee or transferee) and (ii) the assignee or transferee has agreed in writing to assume all of Licensee's obligations under this Agreement and a copy of such agreement has been provided to Watertown. Any assignment or transfer in violation of this Section 16.2 shall constitute a material default under this Agreement. For the purposes of this Article 16, an "**Affiliate**" is an entity controlled by, controlling, or under common control with Licensee ("**control**" being defined as the ownership, directly or indirectly, of at least 51% of the voting interest in an entity).

- 16.3 Notwithstanding any assignment by Licensee, Licensee will continue to be liable for all obligations of Licensee under this Agreement until released in writing by Watertown, unless the assignment is to an Affiliate. The consent by Watertown to any assignment will not relieve Licensee or any successor of Licensee from the obligation to obtain Watertown's written consent to any other assignment.

## ARTICLE 17: NOTICES

- 17.1 All notices and demands hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, or sent overnight by nationally recognized commercial courier, addressed as follows:

|                  |  |
|------------------|--|
| If to Watertown: | City of Watertown<br>Attn: City Clerk<br>106 Jones Street<br>P.O. Box 477<br>Watertown, WI 53094   |
| With a copy to:  | Watertown Water Department<br>Attn: General Manager<br>800 Hoffmann Drive<br>P.O. Box 477<br>Watertown, WI 53094   |
| If to Licensee:  | New Cingular Wireless PCS, LLC<br>Attn: TAG – LA<br>Re: Cell Site #: WI1058<br>Cell Site Name: O'Connel WT (WI)<br>Fixed Asset #: 10080074<br>1025 Lenox Park Blvd. NE<br>3rd Floor<br>Atlanta, GA 30319 |
| With a copy to:  | New Cingular Wireless PCS, LLC<br>Attn: Legal Department<br>Re: Cell Site #: WI1058<br>Cell Site Name: O'Connel WT (WI)<br>Fixed Asset #: 10080074<br>208 S. Akard Street                                |

Dallas, Texas, 75202-4206

Either Party may change its notice address for purposes of this Agreement by giving to the other Party written notice of the address change using one of the methods set out in this Section 17.1.

- 17.2 Notice shall be effective upon actual receipt or refusal of delivery, as evidenced on the receipt obtained from the carrier.

## **ARTICLE 18: DEFAULT & REMEDIES**

- 18.1 Default by Licensee. The following will be deemed a default by Licensee and a breach of this Agreement:

18.1.1 Licensee's failure to pay the License Fee or any other sums owed to Watertown if such amount remains unpaid for more than 15 days after receipt of written notice from Watertown of such failure to pay or

18.1.2 Licensee's failure to perform any other term or condition under this Agreement within 30 days after receipt of written notice from Watertown specifying the failure.

- 18.2 No failure by Licensee under Section 18.1.2, however, will be deemed to exist if Licensee has commenced to cure such default within such 30-day period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond Licensee's reasonable control.

- 18.3 In the event of any uncured default by Licensee, in addition to all other rights and remedies available to Watertown at law, in equity, or under this Agreement, Watertown shall have the right to serve a written notice upon Licensee that Watertown elects to terminate this Agreement upon a specified date not less than 10 days but no more than 30 days after the date of serving such notice, and this Agreement shall terminate on the date so specified as if that date had been originally fixed as the termination date of the Term granted. In the event this Agreement is so terminated, Licensee shall promptly pay to Watertown a sum of money equal to the total of any unpaid amounts due under the Agreement, including the License Fee accrued through the date of termination.

- 18.4 Default by Watertown. The following will be deemed a default by Watertown and a breach of this Agreement:

18.4.1 Watertown's failure to provide access to the Premises within 48 hours of a request for access under Article 7.

18.4.2 Watertown's failure to perform any other term or condition under this Agreement within 30 days after receipt of written notice from Licensee specifying the failure.

- 18.5 No failure of Watertown under Section 18.4.2, however, will be deemed to exist if Watertown has commenced to cure the default within such 30-day period and provided such



efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond Watertown's reasonable control.

- 18.6 In the event of an uncured default by Watertown under Section 18.4.2, Licensee will have all rights and remedies available to it at law, in equity, or under this Agreement. However, Licensee's sole remedy for Watertown's failure to timely provide access under Section 18.4.1 shall be the right to seek specific performance.

## ARTICLE 19: CASUALTY & DECOMMISSIONING

- 19.1 If the Tower is damaged for any reason, other than by reason of the willful misconduct or negligence of Licensee, its employees, contractors, or agents, so as to render it substantially unusable for Licensee's intended use, in Licensee's reasonable discretion, the License Fee shall abate until Watertown, at Watertown's expense and option, restores the Tower to its condition prior to such damage. If Watertown elects not to restore the Tower, it shall give Licensee written notice of such election and this Agreement shall immediately terminate.
- 19.2 If Licensee is unable to install a Temporary Tower or its functional equivalent in a mutually agreed-upon location for Licensee's use during the Tower repairs or Watertown does not begin repairs within 60 days following the date the Tower was damaged, Licensee shall have the right to terminate this Agreement by giving Watertown written notice thereof, as long as Licensee has not resumed operations upon the Property.
- 19.3 Watertown, in its absolute discretion, may decommission and dismantle the Tower at any time. Watertown shall give Licensee no less than 180 days' prior written notice of the date by which Licensee's Communications Facilities must be removed from the Property in accordance with Article 15. This Agreement will terminate at the end of the 180-day notice period (or at a different time, if both Parties agree to such termination date in writing).

## ARTICLE 20: ADDITIONAL PROVISIONS

- 20.1 Municipal Authority. Nothing contained in this Agreement shall be construed to waive any obligation or requirement of Licensee to obtain all necessary approvals, licenses, and permits (if any) from the City of Watertown in accordance with its ordinances and usual practices and procedures, nor limit or affect in any way the right or authority of the City of Watertown to approve or reasonably disapprove any plans or specifications or to impose reasonable limitations, restrictions, and requirements as a condition of any such approval, license, or permit.
- 20.2 Condemnation. If a condemning authority takes all of the Premises, or a portion sufficient, in Licensee's reasonable determination, to render the Premises unsuitable for the use which Licensee was then making of the Premises, this Agreement shall terminate on the date title vests in the condemning authority.
- 20.3 Work Performed by Watertown. Any work performed or service provided by Watertown, the cost of which is Licensee's responsibility under this Agreement, shall be charged out at Watertown's annually adopted fully loaded labor rate ("**Labor Rate**") and transportation rate ("**Transportation Rate**"), which rates shall include a charge for administrative and general

costs. Watertown will invoice Licensee for such costs, which invoice shall be due and payable within 30 days of its receipt. Upon Licensee's request, Watertown will provide Licensee with documentation of Watertown's Labor Rate and Transportation Rate for the then-current year.

- 20.4 Recording; Further Assurances. Contemporaneous with the execution of this Agreement, Watertown and Licensee agree to execute a memorandum of this Agreement substantially in the form attached as **Exhibit G**, which Licensee shall record with the appropriate recording officer, at Licensee's sole expense, within 30 days of the Effective Date. Licensee shall promptly provide a copy of the recorded document to Watertown. Watertown and Licensee agree, as part of the basis of their bargain for this Agreement, to cooperate fully in executing any and all documents necessary to correct any factual or legal errors, omissions, or mistakes, and to take any and all additional action that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
- 20.5 Binding Upon Execution. The Parties agree that this Agreement is not binding on either Party until fully executed.
- 20.6 Subordination. Licensee agrees that this Agreement will be subject and subordinate to any mortgage or deed of trust now or hereafter placed upon the Property and to all modifications, renewals, replacements, or extensions thereto, and to all present and future advances made with respect to such mortgages or deeds of trust. In addition, Licensee agrees to attorn to the mortgagee, trustee, or beneficiary, or purchaser under any such mortgage or deed of trust. This subordination shall be self-operative, and no further instrument shall be required in order for it to become effective; however, Licensee will promptly execute and deliver to Watertown any certificate that Watertown may reasonably request to confirm this subordination.
- 20.7 Survival. The provisions of the Agreement relating to indemnification and removal of Licensee's Communications Facilities shall survive the termination or expiration of this Agreement. Additionally, any provisions of this Agreement that require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.
- 20.8 Governing Law. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Wisconsin, without regard to its conflict of law provisions.
- 20.9 Interpretation. This Agreement is the result of negotiation by the Parties and each Party had the opportunity to consult legal counsel with respect to this Agreement prior to execution. Nothing in this Agreement or any amendment or exhibit to it shall be construed more strictly for or against either Party because that Party or its attorney drafted this Agreement or any portion of it.
- 20.10 Entire Agreement. This Agreement, including its recitals and exhibits, contains all agreements, promises, and understandings between Watertown and Licensee with respect to the subject matter of this Agreement, and no verbal or oral agreements, promises, or

understandings shall be binding upon either Watertown or Licensee in any dispute, controversy, or proceeding at law.

- 20.11 Amendment. Any amendment or modification of this Agreement shall be void and ineffective unless made in writing and signed by both Parties.
- 20.12 Severability. If any section, subsection, term, or provision of this Agreement or the application thereof to any party or circumstance is, to any extent, held invalid or unenforceable, the remainder of the section, subsection, term, or provision of the Agreement or the application of the same to parties or circumstances other than those to which it was held invalid or unenforceable, will not be affected thereby and each remaining section, subsection, term, or provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.
- 20.13 Headings. The headings of articles, sections, and subsections are for convenient reference only and will not be deemed to limit, construe, affect, modify, or alter the meanings of the articles, sections, or subsections.
- 20.14 Time of the Essence. Time is of the essence with respect to all of Licensee's obligations under this Agreement.
- 20.15 No Waiver. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights, and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.
- 20.16 Successors. The provisions, covenants, and conditions of this Agreement shall bind and inure to the benefit of the legal representatives, successors, and assigns of each of the Parties, except that no assignment by Licensee shall vest any right in the assignee unless all of the requirements set forth in Section 16.2 have been satisfied.
- 20.17 Counterparts. This Agreement may be executed in several counterparts, each of which when so executed and delivered shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or same counterpart. Furthermore, the Parties may execute and deliver this Agreement by electronic means, such as .pdf, DocuSign, or similar format. The Parties agree that delivery of this Agreement by electronic means will have the same force and effect as delivery of original signatures and that the Parties may use such electronic signatures as evidence of the execution and delivery of the Agreement to the same extent as an original signature.

The Parties have formed this Agreement as of the Effective Date.

[SIGNATURE PAGES FOLLOW]

**CITY OF WATERTOWN, WISCONSIN,  
Acting in its capacity as a municipal utility**

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

Name: Emily McFarland

Title: Mayor

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

Attest:

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

Name: Megan Dunneisen

Title: City Clerk

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

[ADDITIONAL SIGNATURE PAGE FOLLOWS]

**LICENSEE:**  
**NEW CINGULAR WIRELESS PCS, LLC,**  
**a Delaware limited liability company**

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
DocuSigned by:  
*Erik Nelson*  
E108B42428FC4DB...  
Print Name: Erik Nelson \_\_\_\_\_  
Title: Lead \_\_\_\_\_  
Date: 7/23/2024 \_\_\_\_\_



**EXHIBIT A****LEGAL DESCRIPTIONS OF PROPERTY, LAND SPACE, AND EASEMENTS****Property**

THE EAST 72 FEET OF LOT 1, THE WEST 10 FEET OF LOT 8, THE EAST 72 FEET OF THE NORTH 25 FEET OF LOT 2, AND THE WEST 10 FEET OF THE NORTH 25 FEET OF LOT 7, ALL IN BLOCK 17 OF THE ORIGINAL PLAT-WEST SIDE OF ROCK RIVER OF THE CITY OF WATERTOWN, JEFFERSON COUNTY, WISCONSIN.

**Land Space**

A PARCEL OF LAND BEING THAT PART OF THE EAST 72 FEET OF LOT 1 AND THE EAST 72 FEET OF THE NORTH 25 FEET OF LOT 2, ALL IN BLOCK 17 OF THE ORIGINAL PLAT-WEST SIDE OF ROCK RIVER OF THE CITY OF WATERTOWN, JEFFERSON COUNTY, WISCONSIN, FURTHER DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 4, IN TOWNSHIP 8 NORTH, RANGE 15 EAST, IN THE CITY OF WATERTOWN, JEFFERSON COUNTY, WISCONSIN; THENCE SOUTH 02 DEGREES 17 MINUTES 07 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION, 561.85 FEET; THENCE SOUTH 86 DEGREES 17 MINUTES 01 SECONDS EAST, 851.58 FEET TO THE WEST LINE OF THE EAST 72 FEET OF LOT 1; THENCE SOUTH 03 DEGREES 42 MINUTES 51 SECONDS WEST ALONG SAID WEST LINE, 37.02 FEET; THENCE SOUTH 86 DEGREES 17 MINUTES 09 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 15.07 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 86 DEGREES 17 MINUTES 01 SECONDS EAST, 20.00 FEET; THENCE SOUTH 03 DEGREES 42 MINUTES 59 SECONDS WEST, 13.11 FEET; THENCE NORTH 87 DEGREES 01 MINUTES 25 SECONDS WEST, 1.72 FEET; THENCE SOUTH 02 DEGREES 58 MINUTES 35 SECONDS WEST, 13.38 FEET; NORTH 86 DEGREES 17 MINUTES 01 SECONDS WEST, 7.00 FEET; THENCE SOUTH 48 DEGREES 42 MINUTES 59 SECONDS WEST, 5.45 FEET; THENCE NORTH 41 DEGREES 17 MINUTES 01 SECONDS WEST, 16.74 FEET; THENCE NORTH 48 DEGREES 42 MINUTES 59 SECONDS EAST, 5.99 FEET; THENCE NORTH 03 DEGREES 42 MINUTES 59 SECONDS EAST, 14.30 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 534 SQUARE FEET, MORE OR LESS.

AND

A PARCEL OF LAND BEING THAT PART OF THE EAST 72 FEET OF LOT 1 IN BLOCK 17 OF THE ORIGINAL PLAT-WEST SIDE OF ROCK RIVER OF THE CITY OF WATERTOWN, JEFFERSON COUNTY, WISCONSIN, FURTHER DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 4, IN TOWNSHIP 8 NORTH, RANGE 15 EAST, IN THE CITY OF WATERTOWN, JEFFERSON COUNTY, WISCONSIN; THENCE SOUTH 02 DEGREES 17 MINUTES 07 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION, 561.85 FEET; THENCE SOUTH 86 DEGREES 17 MINUTES 01 SECONDS EAST, 851.58 FEET TO THE WEST LINE OF THE EAST 72 FEET OF LOT 1; THENCE SOUTH 03 DEGREES 42 MINUTES 51 SECONDS WEST ALONG SAID WEST LINE, 13.27 FEET; THENCE SOUTH 86 DEGREES 17 MINUTES 09 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 8.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 86

DEGREES 17 MINUTES 09 SECONDS EAST, 14.00 FEET; THENCE SOUTH 03 DEGREES 42 MINUTES 51 SECONDS WEST, 20.00 FEET; THENCE NORTH 86 DEGREES 17 MINUTES 09 SECONDS WEST, 14.00 FEET; THENCE NORTH 03 DEGREES 42 MINUTES 51 SECONDS EAST, 20.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 280 SQUARE FEET, MORE OR LESS.

**Access Easement**

A PARCEL OF LAND FOR ACCESS EASEMENT PURPOSES BEING THAT PART OF THE EAST 72 FEET OF LOT 1 AND THE WEST 10 FEET OF THE NORTH 25 FEET OF LOT 7, ALL IN BLOCK 17 OF THE ORIGINAL PLAT-WEST SIDE OF ROCK RIVER OF THE CITY OF WATERTOWN, JEFFERSON COUNTY, WISCONSIN, FURTHER DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 4, IN TOWNSHIP 8 NORTH, RANGE 15 EAST, IN THE CITY OF WATERTOWN, JEFFERSON COUNTY, WISCONSIN; THENCE SOUTH 02 DEGREES 17 MINUTES 07 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION, 561.85 FEET; THENCE SOUTH 86 DEGREES 17 MINUTES 01 SECONDS EAST, 851.58 FEET TO THE WEST LINE OF THE EAST 72 FEET OF LOT 1; THENCE SOUTH 03 DEGREES 42 MINUTES 51 SECONDS WEST ALONG SAID WEST LINE, 13.27 FEET; THENCE SOUTH 86 DEGREES 17 MINUTES 09 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 8.00 FEET; THENCE CONTINUING SOUTH 86 DEGREES 17 MINUTES 09 SECONDS EAST, 14.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 03 DEGREES 42 MINUTES 51 SECONDS WEST, 23.49 FEET; THENCE SOUTH 86 DEGREES 17 MINUTES 01 SECONDS EAST, 13.07 FEET; THENCE NORTH 03 DEGREES 42 MINUTES 59 SECONDS EAST, 6.36 FEET; THENCE NORTH 77 DEGREES 23 MINUTES 37 SECONDS EAST, 48.90 FEET TO THE EAST LINE OF THE WEST 10 FEET OF LOT 8; THENCE NORTH 03 DEGREES 42 MINUTES 51 SECONDS EAST ALONG SAID EAST LINE, 19.79 FEET; THENCE NORTH 86 DEGREES 17 MINUTES 01 SECONDS WEST, 20.00 FEET; THENCE SOUTH 03 DEGREES 42 MINUTES 51 SECONDS WEST, 4.80 FEET; THENCE SOUTH 77 DEGREES 24 MINUTES 04 SECONDS WEST, 31.05 FEET; THENCE NORTH 86 DEGREES 17 MINUTES 01 SECONDS WEST, 11.85 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1,324 SQUARE FEET, MORE OR LESS.

**Utility Easement**

A PARCEL OF LAND FOR UTILITY EASEMENT PURPOSES BEING THAT PART OF THE EAST 72 FEET OF LOT 1, IN BLOCK 17 OF THE ORIGINAL PLAT-WEST SIDE OF ROCK RIVER OF THE CITY OF WATERTOWN, JEFFERSON COUNTY, WISCONSIN, FURTHER DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 4, IN TOWNSHIP 8 NORTH, RANGE 15 EAST, IN THE CITY OF WATERTOWN, JEFFERSON COUNTY, WISCONSIN; THENCE SOUTH 02 DEGREES 17 MINUTES 07 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION, 561.85 FEET; THENCE SOUTH 86 DEGREES 17 MINUTES 01 SECONDS EAST, 851.58 FEET TO THE WEST LINE OF THE EAST 72 FEET OF LOT 1; THENCE CONTINUING SOUTH 86 DEGREES 17 MINUTES 01 SECONDS EAST, 4.48 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 30 MINUTES 00 SECONDS EAST, 47.88 FEET; THENCE SOUTH 03 DEGREES 42 MINUTES 51 SECONDS WEST, 4.97 FEET; THENCE SOUTH 41

DEGREES 17 MINUTES 01 SECONDS EAST, 4.01 FEET; THENCE NORTH 48 DEGREES 42 MINUTES 59 SECONDS EAST, 2.00 FEET; THENCE NORTH 41 DEGREES 17 MINUTES 01 SECONDS WEST, 3.18 FEET; THENCE NORTH 03 DEGREES 42 MINUTES 51 SECONDS EAST, 4.21 FEET; THENCE NORTH 00 DEGREES 30 MINUTES 00 SECONDS WEST, 7.67 FEET; THENCE SOUTH 86 DEGREES 17 MINUTES 01 SECONDS EAST, 5.63 FEET; THENCE NORTH 03 DEGREES 42 MINUTES 59 SECONDS EAST, 3.00 FEET; THENCE SOUTH 86 DEGREES 17 MINUTES 01 SECONDS EAST, 6.93 FEET; THENCE NORTH 03 DEGREES 42 MINUTES 51 SECONDS EAST, 3.49 FEET; THENCE NORTH 86 DEGREES 17 MINUTES 09 SECONDS WEST, 14.00 FEET; THENCE NORTH 03 DEGREES 42 MINUTES 51 SECONDS EAST, 20.00 FEET; THENCE SOUTH 86 DEGREES 17 MINUTES 09 SECONDS EAST, 8.49 FEET; THENCE NORTH 23 DEGREES 13 MINUTES 56 SECONDS WEST, 7.71 FEET; THENCE NORTH 03 DEGREES 42 MINUTES 51 SECONDS EAST, 6.65 FEET; THENCE NORTH 86 DEGREES 17 MINUTES 01 SECONDS WEST, 8.52 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 265 SQUARE FEET, MORE OR LESS.

**EXHIBIT B**  
**SITE SURVEY**

**[Four-page site survey prepared by ASM Consultants, Inc. (Carol A. Sweet-Johnson, PLS No. 2542) and dated May 1, 2024 attached]**

LEGEND

Light Post

Utility Pole

Open Gate Storm Manhole

Storm Inlet

Water Service Valve

Fire Hydrant

Gas Meter

Electric Meter

Communication Pedestal

Electrical Pedestal

Centerline of Chainlink Fence

Overhead Wires

Underground Storm Line

Underground Water Line

Underground Electric Line

Underground Gas Line

Underground Communication Line

Proposed & Amended

Lease Parcel

Access Easement

Utility Easement

Non-Deciduous Tree

Spot Elevation

Found 3/4" Iron Pipe

unless noted otherwise

Property Line

Parcel Line

XXX-XX

Record

Building

Asphalt

Concrete

Proposed & Amended

Lease Parcel

Access Easement

Utility Easement

Non-Deciduous Tree

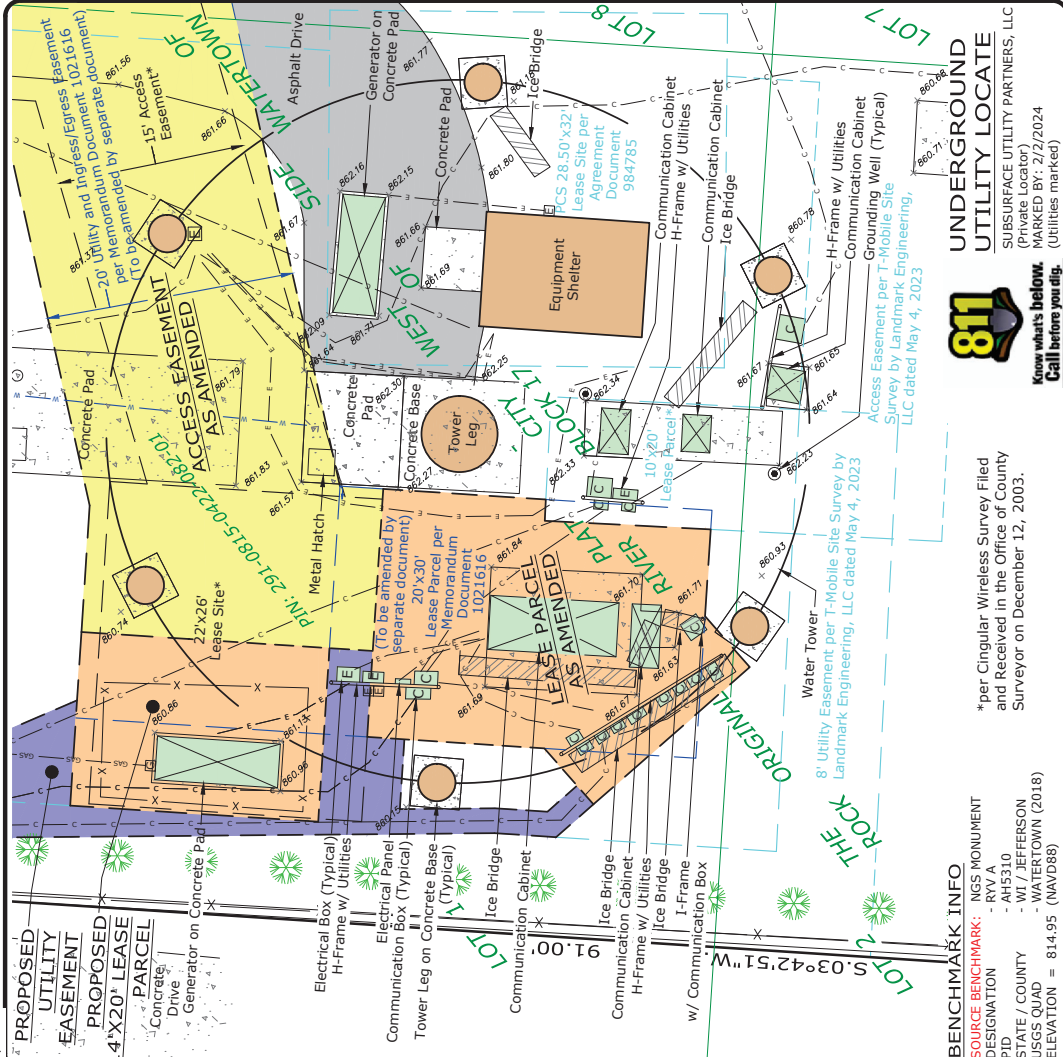
Spot Elevation

LOCATION MAP

NOT TO SCALE

SURVEY NOTES

EASEMENTS AND SETBACKS SHOWN HEREON ARE BASED UPON THE RECORDED SUBDIVISION PLAT, UNLESS NOTED OTHERWISE. THE SURVEYOR EXPRESS NO OPINION AS TO THE ACCURACY OF THE SURVEY DATA, BUT DOES NOT WARRANT THAT THE INFORMATION PROVIDED HEREON IS CORRECT OR COMPLETE. THE SURVEYOR IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THAT MAY OCCUR IN THE FUTURE. THE SURVEYOR IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THAT MAY OCCUR IN THE FUTURE. THE SURVEYOR IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THAT MAY OCCUR IN THE FUTURE.



BASIS OF BEARING

BEARINGS SHOWN HEREON ARE BASED ON WISCONSIN STATE PLANE, SOUTH ZONE, NAD83 (2011) MEAN MAGNETIC DECLINATION OBTAINED FROM U.S.G.S. 7 1/2 MINUTE SERIES MAP WATER TOWN QUADRANGLE STATE OF WISCONSIN

LATITUDE: N 43° 11' 44.71" LONGITUDE: W088° 43' 49.56" AT CENTER OF EXISTING TOWER COMPLEES WITH F.A.A. 1/A ACCURACY REQUIREMENTS

SCALE: 1" = 10'

11" X 17" PRINT IS THE FULL SCALE FORMAT OF THIS SURVEY. ANY OTHER SIZE IS AT AN ADJUSTED SCALE.

SHEET INDEX

SHEET L-1: SITE TOPOGRAPHIC DETAIL CONTINUED  
SHEET L-2: PARENT TRACT DETAIL AND LEGAL DESCRIPTION  
SHEET L-3: PARENT TRACT DETAIL AND LEGAL DESCRIPTION  
SHEET L-4: LEASE PARCELS AND EASEMENTS DETAIL AND LEGAL DESCRIPTIONS

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS }  
COUNTY OF KANE }

I, CAROL A. SWEET-JOHNSON, AN WISCONSIN PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON, BEING COMPLETED IN THE FIELD ON 2/2/2024 IS A CORRECT REPRESENTATION OF A SURVEY PERFORMED AT AND UNDER MY DIRECTION.

THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS FOR A PROPERTY SURVEY SET FORTH BY WISCONSIN STATE LAW AE 7. ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS 1ST DAY OF MAY, A.D. 2024.

CAROL A. SWEET-JOHNSON  
2542  
BATAVIA  
ILLINOIS

CAROL A. SWEET-JOHNSON  
WISCONSIN PROFESSIONAL LAND SURVEYOR NO. 2542  
LICENSE EXPIRES 1/31/2026

| NO. | DATE      | REVISION   |
|-----|-----------|--|
| 1.  | 2/2/2024  | FIELD SURVEY COMPLETED                                 |
| 2.  | 2/16/2024 | ISSUED PRELIMINARY SURVEY                              |
| 3.  | 3/15/2024 | ADDED LEASE PARCEL AND RE-ISSUED PRELIMINARY SURVEY    |
| 4.  | 4/15/2024 | ADDED UTILITY EASEMENT #2 RE-ISSUED PRELIMINARY SURVEY |
| 5.  | 4/24/2024 | REVISED UTILITY EASEMENTS, COMBINED INTO ONE EASEMENT  |
| 6.  | 5/1/2024  | FINAL SURVEY COMPLETED                                 |

SITE DESIGNATION INFORMATION:

O'CONNELL WT  
WI1058  
509 O'CONNELL ST  
WATERTOWN, WI 53094  
JEFFERSON COUNTY

ASMI

ASMI CONSULTANTS, INC.  
16 E Wilson St - Batavia IL 60510  
(630) 879-0200 - advanced@advt.com  
Professional Design Firm #184-006014 expires 4/30/2025  
© COPYRIGHT 2024, ASMI CONSULTANTS, INC. ALL RIGHTS RESERVED.

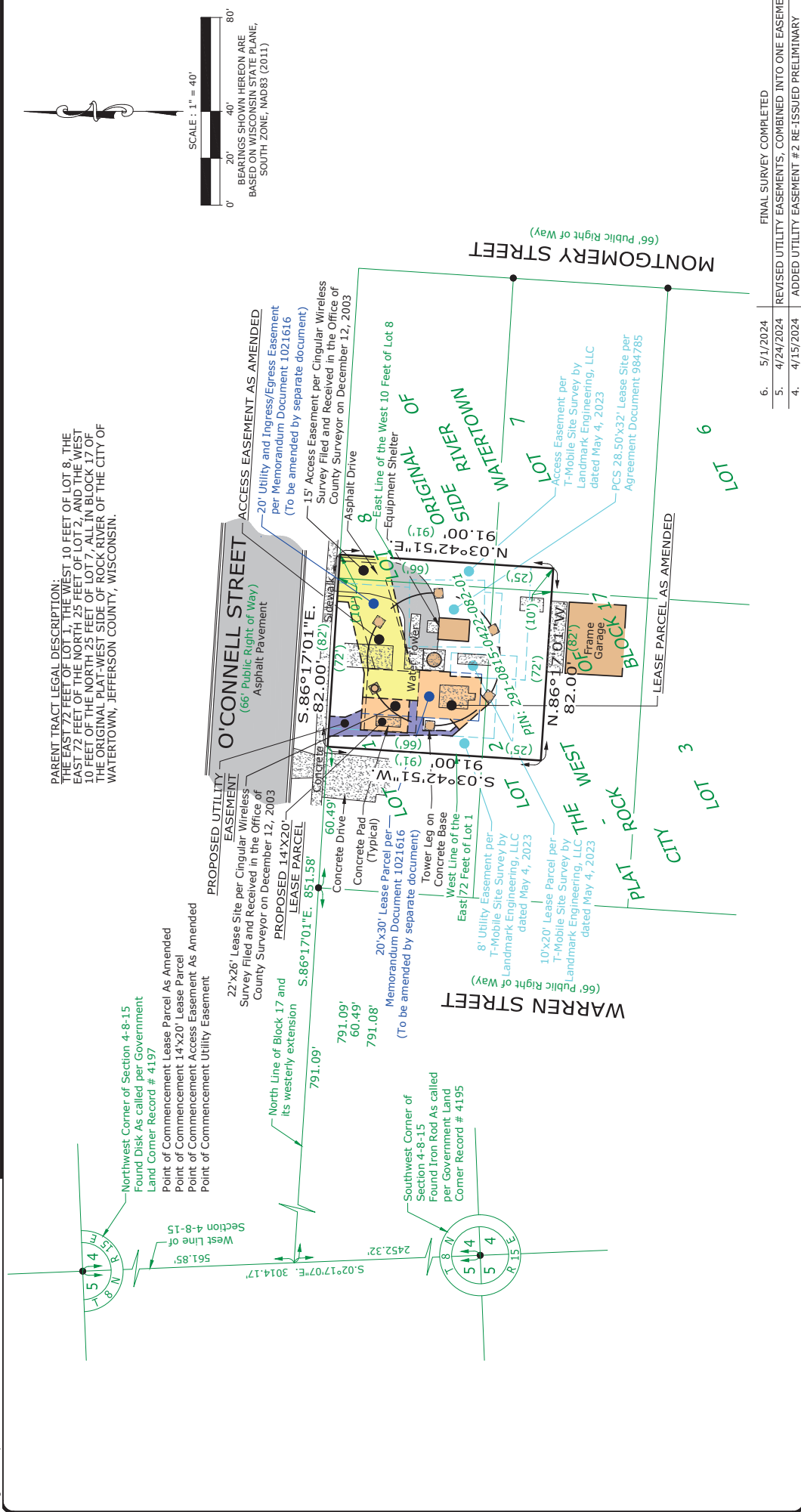
PLAT OF SURVEY OF LEASE PARCELS AND EASEMENTS

PREPARED FOR:

NEW CINGULAR WIRELESS PCS, LLC  
95 W Algonquin Rd  
Arlington Heights, IL 60005









## **EXHIBIT C**

### **OVERLAP AREA SURVEY AND LEGAL DESCRIPTION**

**[Attached in accordance with Section 1.3.1 of the Agreement]**





**EXHIBIT D**

**DRAWINGS OF EXISTING FACILITIES  
AND EQUIPMENT INVENTORY**

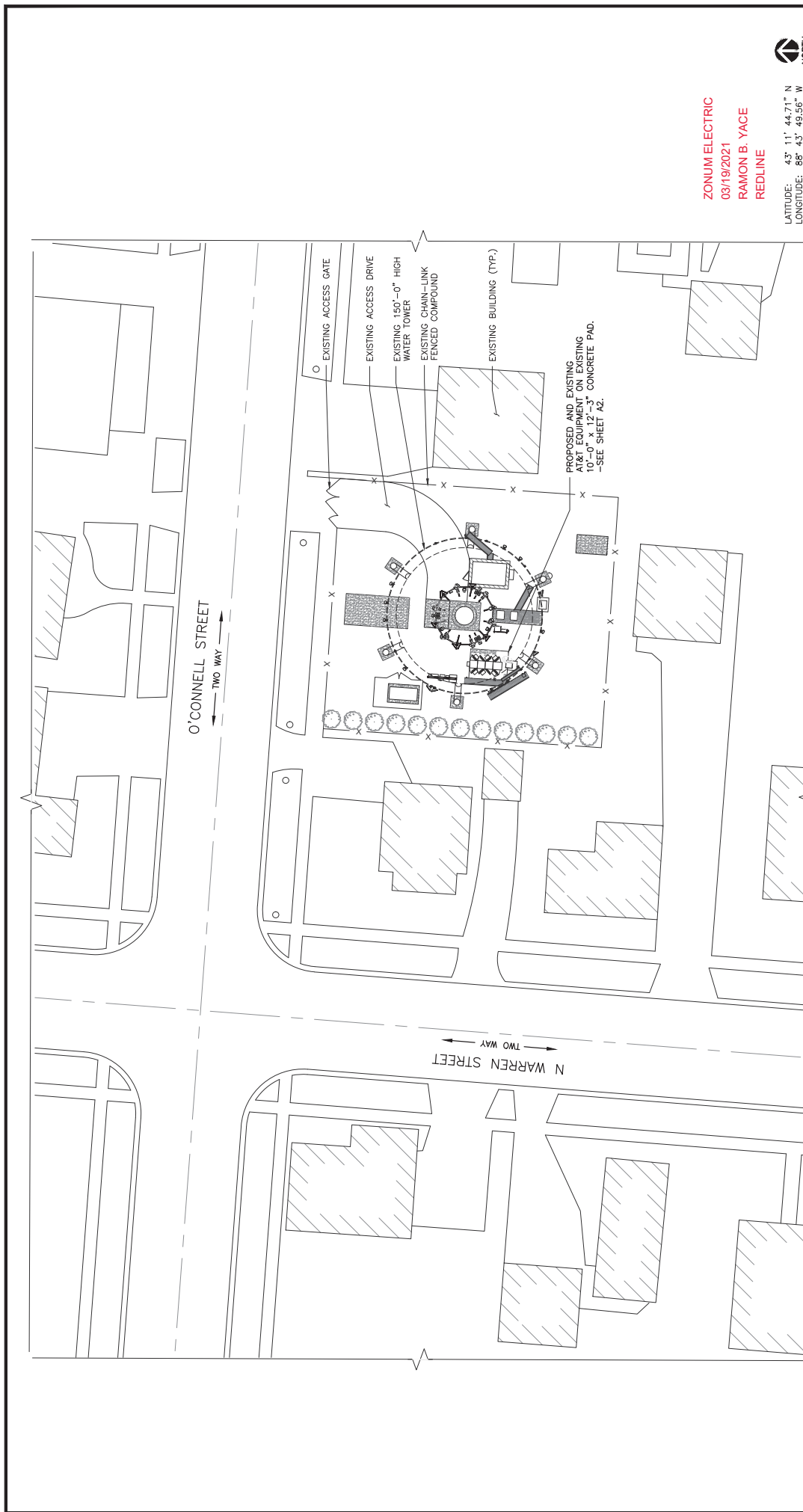
**[Attached in accordance with  
Section 1.3.11.3.2 of the Agreement]**











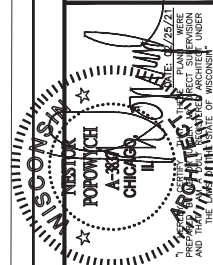
ZONUM ELECTRIC  
03/19/2021  
RAMON B. YACE  
REDLINE

LATITUDE: 43° 11' 44.71" N  
LONGITUDE: 88° 43' 49.56" W  
NORTH

OVERALL SITE PLAN

SCALE: 1"=30' (20'x30')  
(ON) 1/2"=30' (11x17)

| REVISIONS                              |          |                  | INITIALS |
|--|----------|------------------|----------|
| REV.                                   | DATE     | DESCRIPTION      |          |
| 1                                      | 02/25/21 | FOR CONSTRUCTION | BM       |
| 2                                      | 02/20/20 | FOR CONSTRUCTION | AR       |
| 3                                      | 02/02/21 | FOR CONSTRUCTION | BM       |
| 1                                      | 10/18/19 | FOR CONSTRUCTION | BM       |
| NOT FOR CONSTRUCTION UNLESS LABELED AS |          |                  |          |
| FOR CONSTRUCTION                       |          |                  |          |



AT&T  
100 ANTONIO PARKWAY  
SCARLEBURG, IL 60173

SBC  
WIRELESS  
5601 W. JACKSON ST.  
CHICAGO, IL 60661  
312.866.4877

SBC  
WIRELESS  
5601 W. JACKSON ST.  
CHICAGO, IL 60661  
312.866.4877

LTE 4C/5C/BWE RRU SWAP  
10080074  
O'CONNEL WT  
509 O'CONNEL STREET  
WATERTOWN, WI 53094

SHEET TITLE  
OVERALL  
SITE PLAN

SHEET NUMBER  
A0

Section 11, Item G.



NESTOR  
 POROYCH  
 A-367  
 CHICAGO, ILL.  
 ☆ ☆

DATE: 01/25/21  
 PLANS WERE  
 DIRECT SUPERVISION  
 ARCHITECT UNDER

REGISTERED ARCHITECT  
 AND THAT THE ARCHITECT

| REVISIONS |          |                  |    | INITIALS |
|-----------|----------|------------------|----|----------|
| REV.      | DATE     | DESCRIPTION      | BM |          |
| 1         | 02/25/21 | FOR CONSTRUCTION | BM |          |
| 2         | 02/02/21 | FOR CONSTRUCTION | BM |          |
| 3         | 02/02/20 | FOR CONSTRUCTION | AR |          |
| 4         | 10/18/19 | FOR CONSTRUCTION | BM |          |

NOT FOR CONSTRUCTION UNLESS LABELED AS FOR CONSTRUCTION

LTE 4C/5C/BWE RRU SWAP  
10080074  
O'CONNEL WT  
509 O'CONNEL STREET  
WATERTOWN, WI 53094

40 W. MADISON ST.  
9TH FLOOR  
CHICAGO, IL 60661  
www.sacw.com  
312.895.4977



540 W. MADISON ST.  
9TH FLOOR  
CHICAGO, IL 60661  
WWW.S-SOW.COM  
312.595.4977



**AT&T**  
330 NATIONAL PARKWAY  
SCHULMURG, IL 60173



COMPOUND PLAN

SITE PHOTO 1

1



LATITUDE: 43° 11' 44.71" N  
LONGITUDE: 88° 43' 49.56" W

ZONUM ELECTRIC  
03/19/2021  
RAMON B. YACE  
REDLINE

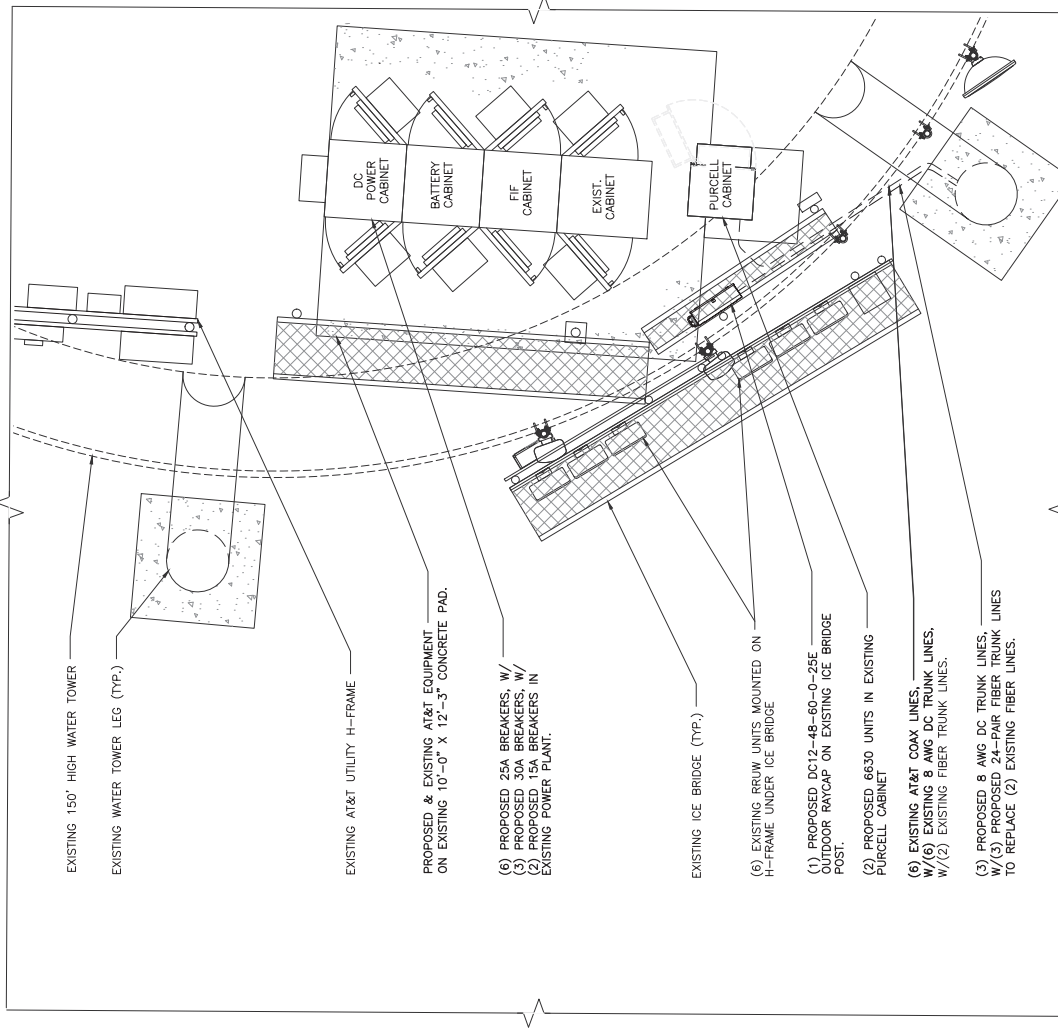
PROPOSED AND EXISTING  
AT&T EQUIPMENT ON EXISTING  
10'-0" X 12'-3" CONCRETE PAD.

EXISTING AT&T  
BRIDGE (TYP.)

SITE PHOTO 2

2

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.



- LTE 4C GROUND SCOPE:
- INSTALL (3) PROPOSED 25A BREAKERS IN EXISTING POWER PLANT.
  - INSTALL (1) PROPOSED 15A BREAKER IN EXISTING POWER PLANT.
  - INSTALL (1) PROPOSED 6630 UNIT IN EXISTING PURCELL CABINET.
  - INSTALL (1) PROPOSED IDLE CABLE.
  - INSTALL (3) PROPOSED ALARM CABLES.
  - INSTALL (1) PROPOSED DC12-48-60-0-25E OUTDOOR RAYCAP ON EXISTING ICE BRIDGE POST.
- LTE 5C GROUND SCOPE:
- INSTALL (3) PROPOSED 25A BREAKERS IN EXISTING POWER PLANT.
  - INSTALL (1) PROPOSED 15A BREAKER IN EXISTING POWER PLANT.
  - INSTALL (1) PROPOSED 6630 UNIT IN EXISTING PURCELL CABINET.
- BWE RRU SWAP GROUND SCOPE:
- INSTALL (3) PROPOSED 30A BREAKERS IN EXISTING POWER PLANT.

ZONUM ELECTRIC  
03/19/2021  
RAMON B. YACE  
REDLINE  
LATITUDE: 43° 11' 44.71" N  
LONGITUDE: 86° 43' 49.56" W



AT&T  
ANTONIA PARKWAY  
SCARLEBURG, IL 60173

WIRELESS

560 W. JACKSON ST.  
CHICAGO, IL 60661  
312.866.4877

WIRELESS

560 W. JACKSON ST.  
CHICAGO, IL 60661  
312.866.4877

LTE 4C/5C/BWE RRU SWAP  
10080074  
O'CONNEL WT  
509 O'CONNEL STREET  
WATERTOWN, WI 53094

| REV. | DATE     | DESCRIPTION      | INITIALS |
|------|----------|------------------|----------|
| 1    | 10/18/19 | FOR CONSTRUCTION | BM       |
| 2    | 02/20/20 | FOR CONSTRUCTION | AR       |
| 3    | 02/02/21 | FOR CONSTRUCTION | BM       |

EQUIPMENT PLAN

REVISIONS

NOT FOR CONSTRUCTION UNLESS LABELED AS  
FOR CONSTRUCTION

SECTION 11, ITEM G.

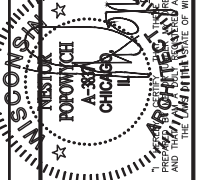
A2

EQUIPMENT PLAN

SHEET NUMBER

1





| PROPOSED ANTENNA PLAN                                      |          |                  | REVISIONS |      | INITIALS |
|--|----------|------------------|-----------|------|----------|
| REV.   | DATE     | DESCRIPTION      | BY        | DATE |          |
| 3  | 02/25/21 | FOR CONSTRUCTION | BM        |      |          |
| 2  | 02/02/21 | FOR CONSTRUCTION | BM        |      |          |
| 2  | 02/20/20 | FOR CONSTRUCTION | AR        |      |          |
| 1  | 10/18/19 | FOR CONSTRUCTION | BM        |      |          |
| NOT FOR CONSTRUCTION UNLESS LABELED AS<br>FOR CONSTRUCTION |          |                  |           |      |          |

0 6" 1" 2"  
 3 SCALE: 1/2" = 1'-0" (24x36)  
 (ON) 1/8" = 1'-0" (11x17)

2


LTE 4C/5C/BWE RRU SWAP  
 10080074  
 O'CONNEL WT  
 509 O'CONNEL STREET  
 WATERTOWN, WI 53094

540 W. MADISON ST.  
8TH FLOOR  
CHICAGO IL 60661  
www.sbcsw.com  
312.526.7477

**SAE**

**SC**

**WIRELESS**

 SD<sup>TM</sup> WIRELESS  
540 W. MADISON ST.  
8TH FLOOR  
CHICAGO, IL 60661  
[WWW.SDSD.COM](http://WWW.SDSD.COM)  
312.686.4477

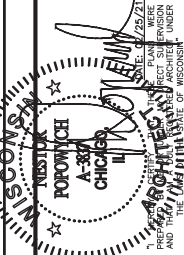
EXISTING ANTENNA PLANT

**AT&T**

930 NATIONAL PARKWAY  
SCHAMBERG, IL 60173



- | CABLE MARKING DIAGRAM |  | NO SCALE | 5 |
|-----------------------|--|----------|---|
| 1.                    | THE ANTENNA SYSTEM COAX SHALL BE LABELED WITH VINYL TAPE.  |          |   |
| 2.                    | THE STANDARD IS BASED ON EIGHT COLORED TAPES—RED, BLUE, GREEN, YELLOW, ORANGE, BROWN, WHITE, AND VIOLET. THESE TAPES MUST BE 3/4" WIDE, UV RESISTANT, SUCH AS SCOTCH 35 VINYL ELECTRICAL COLOR CODING TAPE, AND SHOULD BE READILY AVAILABLE TO THE ELECTRICIAN ON CONTRACTOR ON SITE.  |          |   |
| 3.                    | USING COLOR BANDS ON THE CABLES, MARK ALL RF CABLE BY SECTOR AND CABLE NUMBER AS SHOWN ON "CABLE COLOR CHART".   |          |   |
| 4.                    | WHEN AN EXISTING COAXIAL LINE THAT IS INTENDED TO BE A SHARED LINE BETWEEN TECHNOLOGIES IS ENCOUNTERED, THE CONTRACTOR SHALL REMOVE THE EXISTING COLOR CODING SCHEME AND REPLACE IT WITH THE COLOR CODING SCHEME, OR WHEN INSTALLING PROPOSED COAXIAL CABLES, THIS GUIDELINE SHALL BE IMPLEMENTED AT THAT SITE REGARDLESS OF TECHNOLOGY. |          |   |
| 5.                    | ALL COLOR CODE TAPE SHALL BE 3M-35 AND SHALL BE INSTALLED USING A MINIMUM OF (3) THREE WRAPS OF TAPE AND SHALL BE NEATLY TRIMMED AND SMOOTHED OUT TO SO AS TO AVOID UNRAVELING.  |          |   |
| 6.                    | ALL COLOR BANDS INSTALLED AT THE TOP OF THE TOWER SHALL BE A MINIMUM OF 3" WIDE AND SHALL HAVE A MINIMUM OF 3/4" OF SPACE BETWEEN EACH COLOR.  |          |   |
| 7.                    | ALL COLOR CODES SHALL BE INSTALLED SO AS TO ALIGN NEATLY WITH ONE ANOTHER FROM SIDE-TO-SIDE.   |          |   |
| 8.                    | IF EXISTING CABLES AT THE SITE ALREADY HAVE A COLOR CODING SCHEME AND THE EXISTING COLOR CODING SCHEME SHALL REMAIN UNTOUCHED, NEW TECHNOLOGY,   |          |   |




| REVISIONS |          |                  | INITIALS |
|-----------|----------|------------------|----------|
| REV.      | DATE     | DESCRIPTION      |          |
| 1         | 02/25/21 | FOR CONSTRUCTION | BM       |
| 2         | 02/02/21 | FOR CONSTRUCTION | BM       |
| 3         | 02/20/20 | FOR CONSTRUCTION | AR       |
| 4         | 10/18/19 | FOR CONSTRUCTION | BM       |

NOT FOR CONSTRUCTION UNLESS LABELED AS  
FOR CONSTRUCTION

|   |          |   |
|---|----------|---|
| LR CODING DIAGRAM   | NO SCALE | 3 |
| <div style="border: 1px solid black; padding: 10px;"> <p>LTE 4C/5C/BWE RRU SWAP<br/>10080074<br/>O'CONNEL WT<br/>509 O'CONNEL STREET<br/>WATERTOWN, WI 53094</p> </div> |          |   |

|       |   |             |
|-------|---|-------------|
| SCALE | 4 | CABLE COLOR |
|       |   |             |

|    |   |
|----|---|
| NO |  <p>540 W. MADISON ST.<br/>CHICAGO, IL 60661<br/>www.sswireless.com<br/>312.895.4977</p> |
|----|---|

*Section 11, Item G.*

A5

| SHEET TITLE                      |
|----------------------------------|
| CABLE NOTES<br>& COLOR<br>CODING |

ZONUM ELECTRIC  
03/19/2021  
RAMON B. YACE  
REDLINE

MINISTRO DE AGRICULTURA

NOT USED

|  |          |
|--|----------|
|  | NO SCALE |
|--|----------|

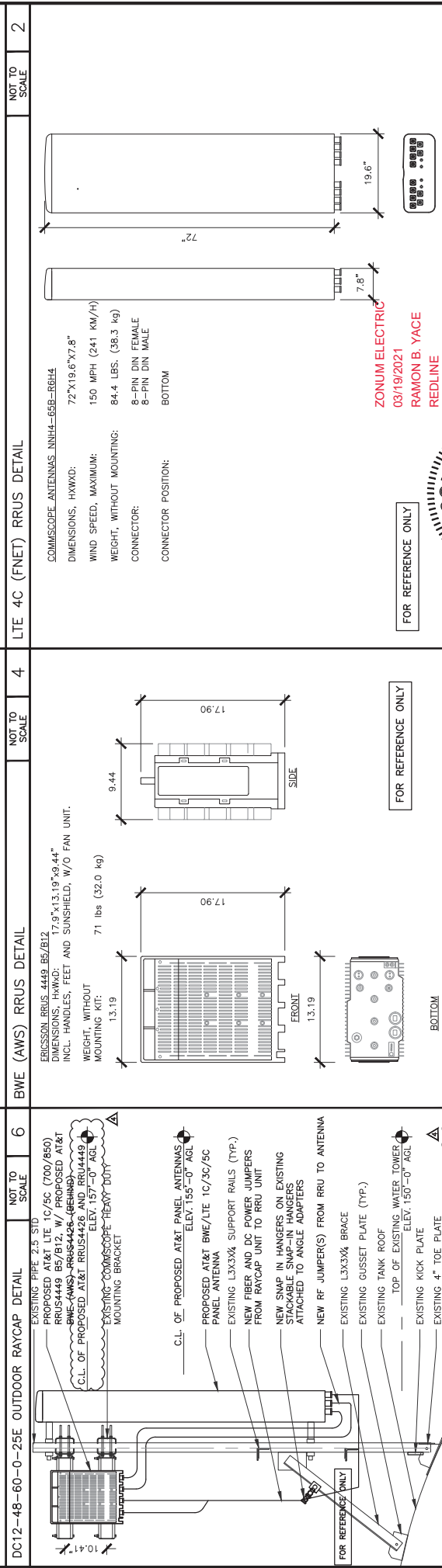
CABLE COLOR CODING DIA





SCALE

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| TABLE MARKING NO. | TABLE NO. | TABLE TITLE |
|-------------------|-----------|-------------|
| 1                 | 1         | 1           |
| 2                 | 2         | 2           |
| 3                 | 3         | 3           |
| 4                 | 4         | 4           |
| 5                 | 5         | 5           |
| 6                 | 6         | 6           |
| 7                 | 7         | 7           |
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| 90                | 90        | 90          |
| 91                | 91        | 91          |
| 92                | 92        | 92          |
| 93                | 93        | 93          |
| 94                | 94        | 94          |
| 95                | 95        | 95          |
| 96                | 96        | 96          |
| 97                | 97        | 97          |
| 98                | 98        | 98          |
| 99                | 99        | 99          |
| 100               | 100       | 100         |





| ANTENNA & RRUS MOUNTING DETAIL POS.3   | 5   | LTE 1C/5C (700/850) RRU DETAIL | 3        | LTE ANTENNA DETAIL POSITIONS 2 & 4) | NOT TO SCALE | 1    |      |             |          |   |          |                  |    |   |          |                  |    |   |          |                  |    |   |          |                  |    |   |  |              |
|--|---|--------------------------------|----------|-------------------------------------|--------------|------|------|-------------|----------|---|----------|------------------|----|---|----------|------------------|----|---|----------|------------------|----|---|----------|------------------|----|---|--|--------------|
| <div><br/>900 NATIONAL PARKWAY<br/>SCHWABAUERS, IL 60073</div> <div><br/>SBC WIRELESS<br/>540 W. MADISON ST.<br/>9TH FLOOR<br/>CHICAGO, IL 60601<br/>312.686.4677</div> <div><br/>SBC WIRELESS<br/>540 W. MADISON ST.<br/>9TH FLOOR<br/>CHICAGO, IL 60601<br/>312.686.4677</div> <div>LTE 4C/5C/BWE RRU SWAP<br/>10080074<br/>O'CONNEL WT<br/>509 O'CONNEL STREET<br/>WATERTOWN, WI 53094</div> | <table><thead><tr><th colspan="4">REVISIONS</th></tr><tr><th>REV.</th><th>DATE</th><th>DESCRIPTION</th><th>INITIALS</th></tr></thead><tbody><tr><td>1</td><td>02/25/21</td><td>FOR CONSTRUCTION</td><td>BM</td></tr><tr><td>2</td><td>02/02/21</td><td>FOR CONSTRUCTION</td><td>BM</td></tr><tr><td>3</td><td>02/20/20</td><td>FOR CONSTRUCTION</td><td>AR</td></tr><tr><td>1</td><td>10/18/19</td><td>FOR CONSTRUCTION</td><td>BM</td></tr></tbody></table> <p>NOT FOR CONSTRUCTION UNLESS LABELED AS<br/>FOR CONSTRUCTION</p> | REVISIONS                      |          |                                     |              | REV. | DATE | DESCRIPTION | INITIALS | 1 | 02/25/21 | FOR CONSTRUCTION | BM | 2 | 02/02/21 | FOR CONSTRUCTION | BM | 3 | 02/20/20 | FOR CONSTRUCTION | AR | 1 | 10/18/19 | FOR CONSTRUCTION | BM | <div>ANTENNA,<br/>RRUS AND<br/>MOUNTING<br/>DETAILS</div> <div><p>7' 0" = 1" SCALE<br/>PREPARED BY: J. ARONCHESCU<br/>CHECKED BY: J. ARONCHESCU<br/>DATE: 02/25/21<br/>PROJECT: SBC WIRELESS<br/>SHEET: 1 OF 1<br/>THE CITY OF WISCONSIN</p></div> | <div>SHEET NUMBER<br/><b>A6</b></div> <div>Section 1</div> | NOT TO SCALE |
| REVISIONS  |   |                                |          |                                     |              |      |      |             |          |   |          |                  |    |   |          |                  |    |   |          |                  |    |   |          |                  |    |   |  |              |
| REV.   | DATE  | DESCRIPTION                    | INITIALS |                                     |              |      |      |             |          |   |          |                  |    |   |          |                  |    |   |          |                  |    |   |          |                  |    |   |  |              |
| 1  | 02/25/21  | FOR CONSTRUCTION               | BM       |                                     |              |      |      |             |          |   |          |                  |    |   |          |                  |    |   |          |                  |    |   |          |                  |    |   |  |              |
| 2  | 02/02/21  | FOR CONSTRUCTION               | BM       |                                     |              |      |      |             |          |   |          |                  |    |   |          |                  |    |   |          |                  |    |   |          |                  |    |   |  |              |
| 3  | 02/20/20  | FOR CONSTRUCTION               | AR       |                                     |              |      |      |             |          |   |          |                  |    |   |          |                  |    |   |          |                  |    |   |          |                  |    |   |  |              |
| 1  | 10/18/19  | FOR CONSTRUCTION               | BM       |                                     |              |      |      |             |          |   |          |                  |    |   |          |                  |    |   |          |                  |    |   |          |                  |    |   |  |              |

*Section 11, Item G.*

A6

SHEET TITLE  
ANTENNA,  
RUS AND  
COUNTING  
DETAIL S

UNIVERSITY OF WISCONSIN  
MADISON, WISCONSIN


LIBRARY  
POPOWICH  
A-37  
CHICAGO

JUN 25 1967

PLANT  
WERE  
SUB  
REVISION  
UNDER  
THE  
STATE OF WISCONSIN

LTLE 4C/5C/BWE RRU SWAP  
10080074  
O'CONNEL WT  
509 O'CONNEL STREET  
WATERTOWN, WI 53094

540 W. MADISON ST.  
9TH FLOOR  
CHICAGO, IL 60661  
www.sacw.com  
312.895.4977



540 W. MADISON ST.  
9TH FLOOR  
CHICAGO, IL 60661  
[www.sswireless.com](http://www.sswireless.com)  
312.895.4977



**AT&T**  
900 NATIONAL PARKWAY  
SCHEIDT & BOND, L.L.P.  
SCHEIDT & BOND, L.L.P.

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.





**AT&T**  
500 NATIONAL PARKWAY  
SCHULMURGER, IL 60173

PROPOSED ANTENNA CONFIGURATION AND CABLE SCHEDULE

| SECTOR | POS | TECH             | ANTENNA                          | ANTENNA<br>CL HEIGHT | AZ   | TMA/RRU  | DC SURGE AND<br>DISTRIBUTION      | CABLE TYPE   | CABLE<br>LENGTH | DOWNTILT<br>TS |
|--------|-----|------------------|----------------------------------|----------------------|------|--|-----------------------------------|--|-----------------|----------------|
| A      | 1   | WLL              | BSA-M65R-BU0-H6<br>CCI (X)       |                      | 0°   | (2) RRUS32 (X)   | (3) RAYCAP (N)<br>DC9-48-60-24-8C | (3) DC TRUNK LINES (X)<br>(1) FIBER LINE (N)                         |                 | 0<br>0.0       |
|        | 2   | EMPTY            |                                  |                      | -    | (2) CBC78-DS-43 (N)  |                                   | DC TRUNK LINE (SHARED W/A1)<br>FIBER TRUNK (SHARED W/A1)             |                 | 0              |
|        | 3   | BWE/LTE 1C/3C/5C | COMMSCOPE (N)<br>NNH4-65B-R6H4   | 155' AGL             | 0°   | (1) RRUS4449 B5/B12 (N)<br>(1) RRUS4426 B66 (N)                                  |                                   | DC TRUNK LINE (SHARED W/A1)<br>FIBER TRUNK (SHARED W/A1)             | 240'            | -              |
|        | 4   | UMTS/LTE 2C/4C   | COMMSCOPE (N)<br>NNH4-65B-R6H4   | 158                  | 0°   | (1) RRUS4478 B14 (N)<br>(1) RRUS 32-B2 (X)<br>(2) RRUW (X)-GROUND<br>(2) TMA (X) |                                   | (2) COAX<br>DC TRUNK LINE (SHARED W/A1)<br>FIBER TRUNK (SHARED W/A1) |                 | 0<br>0.5       |
| B      | 1   | WLL/UMTS         | (1) COMMSCOPE (X)<br>SBNHH-1D65B | Δ                    | 120° | (1) RRUS32 (X)   | (3) RAYCAP (N)<br>DC9-48-60-24-8C | (3) DC TRUNK LINES (X)<br>(1) FIBER LINE (N)                         |                 | 0<br>0.5       |
|        | 2   | EMPTY            |                                  |                      | -    | -  |                                   | -  |                 | 0              |
|        | 3   | BWE/LTE 1C/3C/5C | COMMSCOPE (N)<br>NNH4-65B-R6H4   | 155' AGL<br>158      | 120° | (1) RRUS4449 B5/B12 (N)<br>(1) RRUS4426 B66 (N)                                  |                                   | DC TRUNK LINE (SHARED W/B1)<br>FIBER TRUNK (SHARED W/B1)             | 220'            | -              |
|        | 4   | UMTS/LTE 2C/4C   | COMMSCOPE (N)<br>NNH4-65B-R6H4   |                      | 120° | (1) RRUS4478 B14 (N)<br>(1) RRUS 32-B2 (X)<br>(2) RRUW (X)-GROUND<br>(2) TMA (X) |                                   | (2) COAX<br>DC TRUNK LINE (SHARED W/B1)<br>FIBER TRUNK (SHARED W/B1) |                 | 0<br>-0.5      |
| C      | 1   | WLL              | BSA-M65R-BU0-H6<br>CCI (X)       |                      | 240° | (2) RRUS32 (X)   | (3) RAYCAP (N)<br>DC9-48-60-24-8C | (3) DC TRUNK LINES (N)<br>(1) FIBER LINE (N)                         |                 | 0<br>0.5       |
|        | 2   | EMPTY            |                                  |                      | -    | (2) CBC78-DS-43 (N)  |                                   | DC TRUNK LINE (SHARED W/G1)<br>FIBER TRUNK (SHARED W/G1)             |                 | 0              |
|        | 3   | BWE/LTE 1C/3C/5C | COMMSCOPE (N)<br>NNH4-65B-R6H4   | 155' AGL             | 240° | (1) RRUS4449 B5/B12 (N)<br>(1) RRUS4426 B66 (N)                                  |                                   | DC TRUNK LINE (SHARED W/G1)<br>FIBER TRUNK (SHARED W/G1)             | 220'            | -              |
|        | 4   | UMTS/LTE 2C/4C   | COMMSCOPE (N)<br>NNH4-65B-R6H4   | 158                  | 240° | (1) RRUS4478 B14 (N)<br>(1) RRUS 32-B2 (X)<br>(2) RRUW (X)-GROUND<br>(2) TMA (X) |                                   | (2) COAX<br>DC TRUNK LINE (SHARED W/G1)<br>FIBER TRUNK (SHARED W/G1) |                 | 0<br>0.5       |

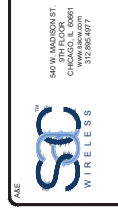
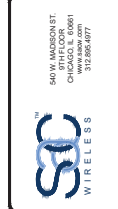
\* INCLUDES SAFETY FACTOR OF 20% FT. (10 FT. AT BOTH ENDS OF CABLE RUN).  
CONTRACTOR TO VERIFY RF DATA WITH AT&T WIRELESS CONSTRUCTION MANAGER  
AND/OR RF ENGINEER PRIOR TO INSTALLATION

(N) = NEW  
(X) = EXISTING  
(R) = EXISTING/RELOCATED  
(E) = ELECTRICAL  
(M) = MECHANICAL

ZONUM ELECTRIC  
03/19/2021  
RAMON B. YACE  
REDLINE

ANTENNA & CABLE CONFIGURATION

NOT TO SCALE



LTE 4C/5C/BWE RRU SWAP  
10080074  
O'CONNEL ST  
509 O'CONNEL STREET  
WATERTOWN, WI 53094

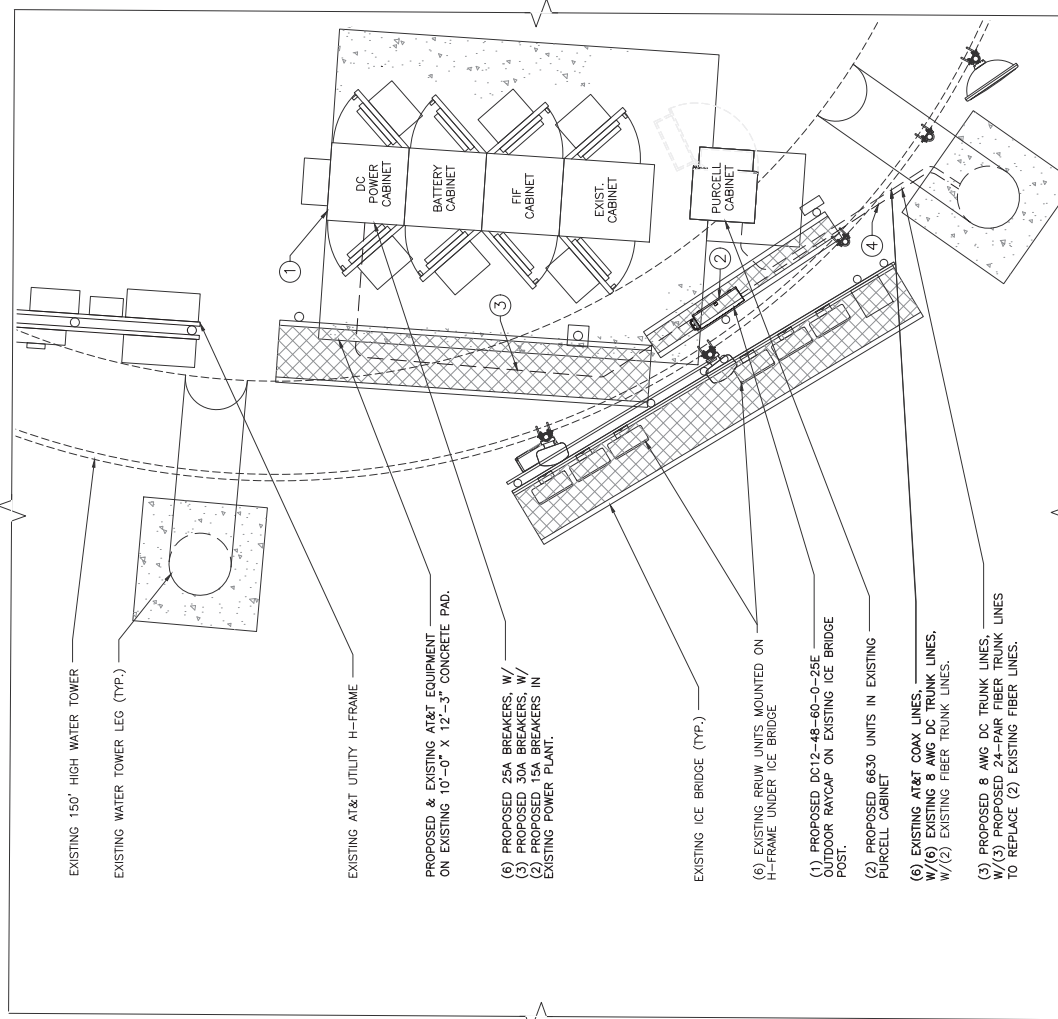
| REV | DATE     | DESCRIPTION      | INITIALS |
|-----|----------|------------------|----------|
| 3   | 02/25/21 | FOR CONSTRUCTION | BM       |
| 2   | 02/02/21 | FOR CONSTRUCTION | BM       |
| 1   | 02/20/20 | FOR CONSTRUCTION | AR       |
| 1   | 10/18/19 | FOR CONSTRUCTION | BM       |



ANTENNA &  
CABLE  
CONFIGURATION

SHEET NUMBER  
**A7**

Section 11, Item G.



LEGEND:

- 1. PROVIDE (1) 25A DC CIRCUIT BREAKER PER RRUW UNIT INSIDE EXISTING -48V DC POWER PLANT. (TOTAL OF 6)
- 2. PROVIDE (1) 30A DC CIRCUIT BREAKER PER RRUW UNIT INSIDE EXISTING -48V DC POWER PLANT. (TOTAL OF 3)
- 3. PROVIDE (1) 15A DC CIRCUIT BREAKER PER 6630 UNIT INSIDE EXISTING -48V DC POWER PLANT. (TOTAL OF 2)
- 4. (1) NEW SURGE PROTECTION UNIT TO BE INSTALLED ON EXISTING ICE BRIDGE POST.
- 5. PROVIDE (3) SETS OF 6-7/8 AWG DC CONDUCTOR BUNDLE BETWEEN PROPOSED SURGE PROTECTION UNIT INSIDE EXISTING DC POWER PLANT AND PROPOSED RAYCAP SURGE PROTECTION UNIT ON EXISTING ICE BRIDGE POST.
- 6. PROVIDE (3) SETS OF 6-7/8 AWG DC CONDUCTOR BUNDLE BETWEEN NEW SURGE PROTECTION UNIT ON EXISTING ICE BRIDGE POST AND PROPOSED RAYCAP UNITS MOUNTED NEAR ANTENNAS.

NOTES:

- 1. COORDINATE WITH CONSTRUCTION MANAGER FOR THE PROVISION OF DC CIRCUIT BREAKERS AND OTHER ANCILLARY ITEMS TO SUPPORT THE NEW EQUIPMENT.
- 2. PROPERLY BOND ALL EQUIPMENT AND CONDUCTIVE SURFACES TO EXISTING GROUND PER NEC AND AT&T STANDARDS.

LTE 4C (NET) GROUND SCOPE:

- INSTALL (3) PROPOSED 25A BREAKERS IN EXISTING POWER PLANT.
- INSTALL (1) PROPOSED 15A BREAKER IN EXISTING POWER PLANT.
- INSTALL (1) PROPOSED 6630 UNIT IN EXISTING PURCELL CABINET.
- INSTALL (1) PROPOSED 8 AWG DC TRUNK CABLE.
- INSTALL (3) PROPOSED ALARM CABLES.
- INSTALL (1) PROPOSED DC12-48-60-0-25E OUTDOOR RAYCAP ON EXISTING ICE BRIDGE POST.

LTE 5C GROUND SCOPE:

- INSTALL (3) PROPOSED 25A BREAKERS IN EXISTING POWER PLANT.
- INSTALL (1) PROPOSED 15A BREAKER IN EXISTING POWER PLANT.
- INSTALL (1) PROPOSED 6630 UNIT IN EXISTING PURCELL CABINET.
- BWE\_RRU\_SWAP GROUND SCOPE:
- INSTALL (3) PROPOSED 30A BREAKERS IN EXISTING POWER PLANT.

ZONUM ELECTRIC  
03/19/2021  
RAMON B. YACE  
REDLINE



SCALE: 1/8" = 1'-0" (34-38)  
1/4" = 1'-0" (11-27)

1

UTILITY PLAN

AT&T  
100 ANTONIO DRIVE  
SCARLEBURG, IL 60173

Soc  
WIRELESS  
540 W. JACKSON ST.  
CHICAGO, IL 60661  
312.866.4877

Soc  
WIRELESS  
540 W. JACKSON ST.  
CHICAGO, IL 60661  
312.866.4877

LTE 4C/5C/BWE RRU SWAP  
10080074  
O'CONNEL WT  
509 O'CONNEL STREET  
WATERTOWN, WI 53094

| REV | DATE     | DESCRIPTION      | INITIALS |
|-----|----------|------------------|----------|
| 1   | 10/18/19 | FOR CONSTRUCTION | BM       |
| 2   | 02/20/20 | FOR CONSTRUCTION | AR       |
| 3   | 02/02/21 | FOR CONSTRUCTION | BM       |

NOT FOR CONSTRUCTION UNLESS LABELED AS  
FOR CONSTRUCTION

UTILITY PLAN

SHEET TITLE  
UTILITY PLAN

SHEET NUMBER  
E1

Section 11, Item G.





## **EXHIBIT E**

### **ANTENNA SITE APPLICATION FORM**

**[Attached four-page application form follows; to be used in accordance with Section 8.1.2.1 of the Agreement]**



Effective 1/1/2022 – SUBJECT TO CHANGE

# ANTENNA SITE APPLICATION

Date Received

City of Watertown, Wisconsin  
 800 Hoffmann Dr.  
 PO Box 477  
 Watertown, WI 53094  
 920-262-4075

A. **SITE APPLICATION**

- Water Tower Site Name and Location (“**Site**”): \_\_\_\_\_
- Wireless Carrier’s Corporate Designation (“**Carrier**”): \_\_\_\_\_
- Desired Date of Operation: \_\_\_\_\_
- Description of Project (example: Install 3 new radio units, relocate 3 antennas):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

1. **Applicant Information**

- a. Name of Applicant: \_\_\_\_\_
- b. Applicant’s Address: \_\_\_\_\_
- c. Applicant’s Contact Person: \_\_\_\_\_
  - i. Mobile: \_\_\_\_\_
  - ii. Email: \_\_\_\_\_
- d. Technical Advisor (A&E Firm): \_\_\_\_\_
  - i. Mobile: \_\_\_\_\_
  - ii. Email: \_\_\_\_\_

2. **RF and Spectrum Information**

- a. Proposed Radio Band: \_\_\_\_\_
- b. Proposed Radio Frequencies: \_\_\_\_\_  
 (attach list, if necessary)
- c. Type of Service (e.g., SMR, ESMR, PCS, Wi-Fi): \_\_\_\_\_

- d. ☐ Licensed Spectrum    ☐ Unlicensed Spectrum (check box)
- e. If unlicensed spectrum, attach a detail description of the portions of the project using unlicensed spectrum.
- f. If this is a Distributed Antenna System project, attach the Radio Frequency Coverage Maps prepared by the FCC Licensee.
- g. This Site will be interconnected via radio frequency transmission to other existing or anticipated site(s) -- Yes or No (circle one)

3. **Antenna Facilities (attach applicable specifications)**

- a. Number of antennas: \_\_\_\_\_
- b. Number of zones: \_\_\_\_\_
- c. Antenna dimensions:  
\_\_\_\_\_
- d. Antenna type, manufacturer, and model number:  
\_\_\_\_\_  
\_\_\_\_\_
- e. Number of radio units: \_\_\_\_\_
- f. Radio unit dimensions: \_\_\_\_\_
- g. Radio unit type, manufacturer, and model number:  
\_\_\_\_\_  
\_\_\_\_\_
- h. Transmission line or cable manufacturer and model number:  
\_\_\_\_\_
- i. Size of cables: \_\_\_\_\_
- j. Number of cables: \_\_\_\_\_
- k. Antenna location on tower: \_\_\_\_\_  
(N, S, E, W, NE etc. or specify the exact antenna azimuths)
- l. GPS Antenna -- Yes or No (circle one)
- m. If yes, provide size, dimensions, and weight: \_\_\_\_\_  
\_\_\_\_\_

4. **Dish Equipment (attach applicable specifications)**

- a. Number of dishes: \_\_\_\_\_
- b. Microwave -- Yes or No (circle one)    Satellite -- Yes or No (circle one)

- c. Dish dimensions: \_\_\_\_\_  
\_\_\_\_\_
- d. Dish type, manufacturer, and model number:  
\_\_\_\_\_  
\_\_\_\_\_
- e. Provide manufacturer and model number of transmission line or cable:  
\_\_\_\_\_  
\_\_\_\_\_
- f. Size of cables: \_\_\_\_\_ Number of cables: \_\_\_\_\_
- g. Dish location on tower: \_\_\_\_\_

5. **Ground Equipment (attach applicable specifications)**

- a. Square feet required: \_\_\_\_\_
- b. Inside Tower -- Yes or No (circle one)
- c. Inside Applicant's building -- Yes or No (circle one)
- d. Number of cabinets: \_\_\_\_\_
- e. Cabinet dimensions: \_\_\_\_\_
- f. Number of air conditioners: \_\_\_\_\_ Description: \_\_\_\_\_  
\_\_\_\_\_
- g. Generator on Site -- Yes or No (circle one)
- h. If yes, provide type, size, and location: \_\_\_\_\_  
\_\_\_\_\_
- i. Isolator manufacturer and model number:  
\_\_\_\_\_
- j. Duplexer manufacturer and model number: \_\_\_\_\_
- k. Filters manufacturer and model number:  
\_\_\_\_\_
- l. Controls used in addition to the transmitter/receiver cabinet(s) -- Yes or No (circle one)
- m. If yes, how many? \_\_\_\_\_ Provide manufacturer and model number: \_\_\_\_\_  
\_\_\_\_\_



**B. AGREEMENT TO PAY CITY OF WATERTOWN’S (“OWNER”) COSTS**

1. **Owner’s Costs.** By signing this Application, Carrier agrees and acknowledges that it is responsible for the costs that Owner incurs related to the project proposed in this Application (collectively, “Owner’s Costs”). Owner’s Costs include, but are not limited to, those costs associated with the following work if performed by Owner, its employees, or its legal or technical consultants:
  - a. Review of Carrier’s construction drawings, structural analysis, and site survey
  - b. Negotiation of agreements or amendments to related agreements between Carrier and Owner and related attorney’s fees
  - c. Pre-construction meeting and post-construction inspection of work done on Carrier’s behalf
  - d. Site coordination
  
2. **Deposit Required.**
  - a. Carrier shall submit a deposit in the form of a certified check payable to the **City of Watertown\*** in the amount of **\$15,000.00**. The check shall be submitted with a completed and executed Application. Owner shall use the deposit to pay Owner’s Costs, as described above.
  - b. If the initial deposit is insufficient to cover all of Owner’s Costs, Carrier shall provide Owner with an additional deposit in an amount agreed upon by Owner and Carrier. Upon Owner’s request, Carrier shall cease any work at the Site until Owner receives the additional deposit from Carrier.
  - c. Any unused deposit amounts will be returned to Carrier within after Carrier has completed its proposed project, provided that Owner’s post-construction inspection confirms that the project has been built in accordance with the construction drawings for the project as approved by Owner.

To be executed by Carrier or Carrier’s authorized representative:

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

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_

**\*Checks should be sent to:**  
 City of Watertown, WI  
 Attn: Water Department Clerk  
 106 Jones Street  
 PO Box 477  
 Watertown, WI 53094



Effective 1/1/2022 – SUBJECT TO CHANGE

Date Received

# ANTENNA SITE APPLICATION

City of Watertown, Wisconsin  
800 Hoffmann Dr.  
PO Box 477  
Watertown, WI 53094  
920-262-4075

## A. SITE APPLICATION

- Water Tower Site Name and Location (“Site”): \_\_\_\_\_
- Wireless Carrier’s Corporate Designation (“Carrier”): \_\_\_\_\_
- Desired Date of Operation: \_\_\_\_\_
- Description of Project (example: Install 3 new radio units, relocate 3 antennas):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 1. Applicant Information

- a. Name of Applicant: \_\_\_\_\_
- b. Applicant’s Address: \_\_\_\_\_
- c. Applicant’s Contact Person: \_\_\_\_\_
  - i. Mobile: \_\_\_\_\_
  - ii. Email: \_\_\_\_\_
- d. Technical Advisor (A&E Firm): \_\_\_\_\_
  - i. Mobile: \_\_\_\_\_
  - ii. Email: \_\_\_\_\_

## 2. RF and Spectrum Information

- a. Proposed Radio Band: \_\_\_\_\_
- b. Proposed Radio Frequencies: \_\_\_\_\_  
(attach list, if necessary)
- c. Type of Service (e.g., SMR, ESMR, PCS, Wi-Fi): \_\_\_\_\_
- d. ☐ Licensed Spectrum    ☐ Unlicensed Spectrum (check box)

- e. If unlicensed spectrum, attach a detail description of the portions of the project using unlicensed spectrum.
- f. If this is a Distributed Antenna System project, attach the Radio Frequency Coverage Maps prepared by the FCC Licensee.
- g. This Site will be interconnected via radio frequency transmission to other existing or anticipated site(s) -- Yes or No (circle one)

**3. Antenna Facilities (attach applicable specifications)**

- a. Number of antennas: \_\_\_\_\_
- b. Number of zones: \_\_\_\_\_
- c. Antenna dimensions: \_\_\_\_\_
- d. Antenna type, manufacturer, and model number: \_\_\_\_\_  
\_\_\_\_\_
- e. Number of radio units: \_\_\_\_\_
- f. Radio unit dimensions: \_\_\_\_\_
- g. Radio unit type, manufacturer, and model number: \_\_\_\_\_  
\_\_\_\_\_
- h. Transmission line or cable manufacturer and model number: \_\_\_\_\_
- i. Size of cables: \_\_\_\_\_
- j. Number of cables: \_\_\_\_\_
- k. Antenna location on tower: \_\_\_\_\_  
(N, S, E, W, NE etc. or specify the exact antenna azimuths)
- l. GPS Antenna -- Yes or No (circle one)
- m. If yes, provide size, dimensions, and weight: \_\_\_\_\_  
\_\_\_\_\_

**4. Dish Equipment (attach applicable specifications)**

- a. Number of dishes: \_\_\_\_\_
- b. Microwave -- Yes or No (circle one)      Satellite -- Yes or No (circle one)
- c. Dish dimensions: \_\_\_\_\_

d. Dish type, manufacturer, and model number:

e. Provide manufacturer and model number of transmission line or cable:

f. Size of cables: \_\_\_\_\_ Number of cables: \_\_\_\_\_

g. Dish location on tower: \_\_\_\_\_

5. **Ground Equipment (attach applicable specifications)**

a. Square feet required: \_\_\_\_\_

b. Inside Tower -- Yes or No (circle one)

c. Inside Applicant's building -- Yes or No (circle one)

d. Number of cabinets: \_\_\_\_\_

e. Cabinet dimensions: \_\_\_\_\_

f. Number of air conditioners: \_\_\_\_\_ Description: \_\_\_\_\_

g. Generator on Site -- Yes or No (circle one)

h. If yes, provide type, size, and location: \_\_\_\_\_

i. Isolator manufacturer and model number:

j. Duplexer manufacturer and model number: \_\_\_\_\_

k. Filters manufacturer and model number:

l. Controls used in addition to the transmitter/receiver cabinet(s) -- Yes or No (circle one)

m. If yes, how many? \_\_\_\_\_ Provide manufacturer and model number:

**B. AGREEMENT TO PAY CITY OF WATERTOWN’S (“OWNER”) COSTS**

1. **Owner’s Costs.** By signing this Application, Carrier agrees and acknowledges that it is responsible for the costs that Owner incurs related to the project proposed in this Application (collectively, “Owner’s Costs”). Owner’s Costs include, but are not limited to, those costs associated with the following work if performed by Owner, its employees, or its legal or technical consultants:
  - a. Review of Carrier’s construction drawings, structural analysis, and site survey
  - b. Negotiation of agreements or amendments to related agreements between Carrier and Owner and related attorney’s fees
  - c. Pre-construction meeting and post-construction inspection of work done on Carrier’s behalf
  - d. Site coordination
  
2. **Deposit Required.**
  - a. Carrier shall submit a deposit in the form of a certified check payable to the **City of Watertown\*** in the amount of **\$15,000.00**. The check shall be submitted with a completed and executed Application. Owner shall use the deposit to pay Owner’s Costs, as described above.
  - b. If the initial deposit is insufficient to cover all of Owner’s Costs, Carrier shall provide Owner with an additional deposit in an amount agreed upon by Owner and Carrier. Upon Owner’s request, Carrier shall cease any work at the Site until Owner receives the additional deposit from Carrier.
  - c. Any unused deposit amounts will be returned to Carrier within after Carrier has completed its proposed project, provided that Owner’s post-construction inspection confirms that the project has been built in accordance with the construction drawings for the project as approved by Owner.

To be executed by Carrier or Carrier’s authorized representative:

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

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_

**\*Checks should be sent to:**  
 City of Watertown, WI  
 Attn: Water Department Clerk  
 106 Jones Street  
 PO Box 477  
 Watertown, WI 53094



## **EXHIBIT F**

### **ANTENNA SITE SERVICE NOTICE FORM**

**[Attached three-page form follows; to be used in accordance with Section 8.3.1 of the Agreement]**

Section 11, Item G.

Date Received

# ANTENNA SITE SERVICE NOTICE

Municipality:City of Watertown, Wisconsin

Address:800 Hoffmann Drive

City, State, Zip:Watertown, WI 53094

Phone:920-262-4075

Water Tower Site Name and Address:

Wireless Carrier:

1. Name of Service Company:
2. Address:
3. Contact person for Applicant: Telephone:
 

Mobile: Email:
4. Technical Site Advisor: Telephone:
 

Mobile: Email:
5. Proposed Radio Band:
6. Propose Radio Frequency(s):
7. Type of Service Request (supply service ticket # if available)
8. List all personnel to be on site during service (attached copy of driver's license or US identification):
 

A.

B.

C.

D.

E.
9. Antenna equipment – Attach applicable specifications.
 

A. Number of antennas

B. Number of zones

C. Antenna dimensions

D. Antenna type, manufacturer, and model no.

E. Number of Radio Units

- F. Radio Unit dimensions \_\_\_\_\_
- G. Radio Unit type, manufacturer, and model no. \_\_\_\_\_
- H. Transmission line or cable manufacturer and model no. \_\_\_\_\_
- I. Size of cables \_\_\_\_\_ Number of cables \_\_\_\_\_
- J. Antenna location on the tower: \_\_\_\_\_  
(N, S, E, W, NE etc. or specify the exact antenna azimuths)
- K. GPS Antenna Y / N (Circle One)  
If yes, provide Dimensions and Weight: \_\_\_\_\_

10. Dish equipment – Attach applicable specifications

- A. Number of dishes \_\_\_\_\_ Dish dimensions \_\_\_\_\_ Microwave? Y / N (Circle One)  
Satellite? Y / N (Circle One)
- B. Dish type, manufacturer, and model no. \_\_\_\_\_
- C. Transmission line or cable manufacturer and model no. \_\_\_\_\_
- D. Size of cables \_\_\_\_\_ Number of cables \_\_\_\_\_
- E. Dish location on tower: \_\_\_\_\_  
Initial here \_\_\_\_\_ to indicate specifications are attached.

11. Ground equipment – Attach applicable specifications

- A. Square feet required \_\_\_\_\_
- B. Inside Tower? Y / N (Circle One) Inside Lessee building? Y / N (Circle One) Outside? Y / N (Circle One)
- C. Number of cabinets \_\_\_\_\_ Cabinet dimensions \_\_\_\_\_
- D. Number of air conditioners \_\_\_\_\_ Air conditioner description \_\_\_\_\_
- E. Generator on site? Y / N (Circle One) if yes, provide type, size, and location.  
\_\_\_\_\_
- F. Isolator manufacturer and model no. \_\_\_\_\_
- G. Duplexer manufacturer and model no. \_\_\_\_\_
- H. Filters manufacturer and model no. \_\_\_\_\_
- I. Controls used in addition to the transmitter/receiver cabinet(s)? Y / N (Circle One)  
If yes, how many? \_\_\_\_\_ Manufacturer and model no. \_\_\_\_\_  
Initial here \_\_\_\_\_ to indicate specifications are attached.

12. Desired date of operation: \_\_\_\_\_

13. Description of scope of work:

(Example: Diagnose and repair 3 radio head units; replace nonfunctioning antenna with same model)

Service Company Representative \_\_\_\_\_ Date: \_\_\_\_\_

Print Name \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**EXHIBIT G**  
**FORM OF MEMORANDUM OF LICENSE**

**[Attached]**



## MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (“**Memorandum**”) is by and between the City of Watertown, Wisconsin, acting in its capacity as a municipal utility (“**Watertown**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company (“**Licensee**”).

### RECITALS

- A. Watertown owns certain real property located at 509 O’Connell Street in the City of Watertown, Jefferson County, Wisconsin (“**Property**”) on which Watertown maintains a water tower (“**Tower**”).
- B. Watertown and Licensee entered into an Amended and Restated Water Tower License Agreement (“**Agreement**”) dated October 22, 2023 (“**Effective Date**”) for the purpose of allowing Licensee to install and maintain certain telecommunications equipment on the Tower and within two portions of the Property totaling approximately 814 square feet.
- C. This Memorandum is being recorded to place third parties on notice of the Agreement and of certain rights and obligations of Watertown and Licensee thereunder, which are summarized below.

### RETURN TO:

Catherine Abejar, Lease Processing  
MD7, LLC  
950 W. Bethany Drive, Suite 700  
Allen, TX 75013

P.I.N.

Pt. of 291-0815-0422-082

NOW, THEREFORE, Watertown and Licensee acknowledge the following:

1. **Land Space.** Subject to the provisions of the Agreement and for the duration of its term, Watertown licenses to Licensee the portion of the Property legally described on **Exhibit 1** (the “**Land Space**”).
2. **Term.** The initial term of the Agreement is for a period of five years commencing on November 1, 2023. Licensee has the option to renew and extend the Agreement for three (3) additional terms of five (5) years each, upon the terms and conditions set forth in the Agreement.
3. **Prior Leases.** The Agreement supersedes and replaces all prior leases between Watertown and Licensee and their predecessors in interest with respect to the Property, including the lease by and between the Watertown Water Commission and Indus, Inc., which is referenced in Memorandum of Lease recorded on July 8, 1999 in the office of the Jefferson County Register of Deeds in Volume 1111, Pages 208-210, as Document No. 1021616 and Notice of Lease Assignment recorded on June 27, 2001 in the office of the Jefferson County Register of Deeds in Volume 1223, Pages 596-597, as Document No. 1059553. That Memorandum of Lease and Notice of Lease Assignment are hereby terminated and are superseded and replaced by this Memorandum.



[Signature Page to Memorandum of Agreement]

**LICENSEE:**  
**NEW CINGULAR WIRELESS PCS, LLC,**  
**a Delaware limited liability company**

By: AT&T Mobility Corporation  
Its: Manager

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, the above named  
\_\_\_\_\_ (name), the \_\_\_\_\_ (title) of AT&T  
Mobility Corporation, manager of New Cingular Wireless PCS, LLC, to me known to be the  
person who executed the foregoing Memorandum of Agreement and acknowledged the same.

\_\_\_\_\_  
Print or Type Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission: \_\_\_\_\_

**EXHIBIT 1**  
**TO MEMORANDUM OF AGREEMENT**

**Land Space**

A PARCEL OF LAND BEING THAT PART OF THE EAST 72 FEET OF LOT 1 AND THE EAST 72 FEET OF THE NORTH 25 FEET OF LOT 2, ALL IN BLOCK 17 OF THE ORIGINAL PLAT-WEST SIDE OF ROCK RIVER OF THE CITY OF WATERTOWN, JEFFERSON COUNTY, WISCONSIN, FURTHER DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 4, IN TOWNSHIP 8 NORTH, RANGE 15 EAST, IN THE CITY OF WATERTOWN, JEFFERSON COUNTY, WISCONSIN; THENCE SOUTH 02 DEGREES 17 MINUTES 07 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION, 561.85 FEET; THENCE SOUTH 86 DEGREES 17 MINUTES 01 SECONDS EAST, 851.58 FEET TO THE WEST LINE OF THE EAST 72 FEET OF LOT 1; THENCE SOUTH 03 DEGREES 42 MINUTES 51 SECONDS WEST ALONG SAID WEST LINE, 37.02 FEET; THENCE SOUTH 86 DEGREES 17 MINUTES 09 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 15.07 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 86 DEGREES 17 MINUTES 01 SECONDS EAST, 20.00 FEET; THENCE SOUTH 03 DEGREES 42 MINUTES 59 SECONDS WEST, 13.11 FEET; THENCE NORTH 87 DEGREES 01 MINUTES 25 SECONDS WEST, 1.72 FEET; THENCE SOUTH 02 DEGREES 58 MINUTES 35 SECONDS WEST, 13.38 FEET; NORTH 86 DEGREES 17 MINUTES 01 SECONDS WEST, 7.00 FEET; THENCE SOUTH 48 DEGREES 42 MINUTES 59 SECONDS WEST, 5.45 FEET; THENCE NORTH 41 DEGREES 17 MINUTES 01 SECONDS WEST, 16.74 FEET; THENCE NORTH 48 DEGREES 42 MINUTES 59 SECONDS EAST, 5.99 FEET; THENCE NORTH 03 DEGREES 42 MINUTES 59 SECONDS EAST, 14.30 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 534 SQUARE FEET, MORE OR LESS.

AND

A PARCEL OF LAND BEING THAT PART OF THE EAST 72 FEET OF LOT 1 IN BLOCK 17 OF THE ORIGINAL PLAT-WEST SIDE OF ROCK RIVER OF THE CITY OF WATERTOWN, JEFFERSON COUNTY, WISCONSIN, FURTHER DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 4, IN TOWNSHIP 8 NORTH, RANGE 15 EAST, IN THE CITY OF WATERTOWN, JEFFERSON COUNTY, WISCONSIN; THENCE SOUTH 02 DEGREES 17 MINUTES 07 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION, 561.85 FEET; THENCE SOUTH 86 DEGREES 17 MINUTES 01 SECONDS EAST, 851.58 FEET TO THE WEST LINE OF THE EAST 72 FEET OF LOT 1; THENCE SOUTH 03 DEGREES 42 MINUTES 51 SECONDS WEST ALONG SAID WEST LINE, 13.27 FEET; THENCE SOUTH 86 DEGREES 17 MINUTES 09 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 8.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 86 DEGREES 17 MINUTES 09 SECONDS EAST, 14.00 FEET; THENCE SOUTH 03 DEGREES 42 MINUTES 51 SECONDS WEST, 20.00 FEET; THENCE NORTH 86 DEGREES 17 MINUTES 09 SECONDS WEST, 14.00 FEET; THENCE NORTH 03 DEGREES 42 MINUTES 51 SECONDS EAST, 20.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 280 SQUARE FEET, MORE OR LESS.

**RESOLUTION TO  
ADOPT A RIGHT-OF-WAY DEDICATION FOR  
1911 GATEWAY DRIVE (PIN(s) 291-0815-1624-000, 291-0815-1624-002, 291-0815-1624-003, 291-0815-1624-004, 291-0815-1624-005, & 291-0815-1624-006)**

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

**WHEREAS**, JML Family Properties LLC presented a Certified Survey Map for 1911 Gateway Drive, Parcel PIN(s) 291-0815-1624-000, 291-0815-1624-002, 291-0815-1624-003, 291-0815-1624-004, 291-0815-1624-005, & 291-0815-1624-006 (hereafter the “associated CSM”, attached hereto as Exhibit “A”) to the City of Watertown Plan Commission as prepared by Snyder & Associates, a registered land surveyor; and,

**WHEREAS**, the City of Watertown Plan Commission met on August 12<sup>th</sup>, 2024 and did review and determine the associated CSM met the requirements of Chapter 545: Subdivision Regulations, Chapter 550: Zoning Code, and the City of Watertown Comprehensive Plan; and,

**WHEREAS**, at this same meeting, the City of Watertown Plan Commission approved said associated CSM and the following dedication: 31,486 Sq. Ft. or 0.7228 Acres Dedicated to the Public for Road Purposes (Gateway Drive); and,

**WHEREAS**, a majority of the full City of Watertown Common Council find the associated CSM right-of-way dedication to be in the public interest.

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

The City of Watertown Common Council hereby accepts the dedication of the right-of-way to include 31,486 Sq. Ft. or 0.7228 Acres Dedicated to the Public for Road Purposes (Gateway Drive); as shown on Exhibit A.

**BE IT FURTHER RESOLVED:**

The property owner or the property owner’s agent shall file one copy of the recorded associated CSM with the City of Watertown’s Building, Safety, & Zoning Department within thirty (30) days of recording at the County Register of Deeds.



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

ADOPTED September 3, 2024

\_\_\_\_\_

CITY CLERK

APPROVED September 3, 2024

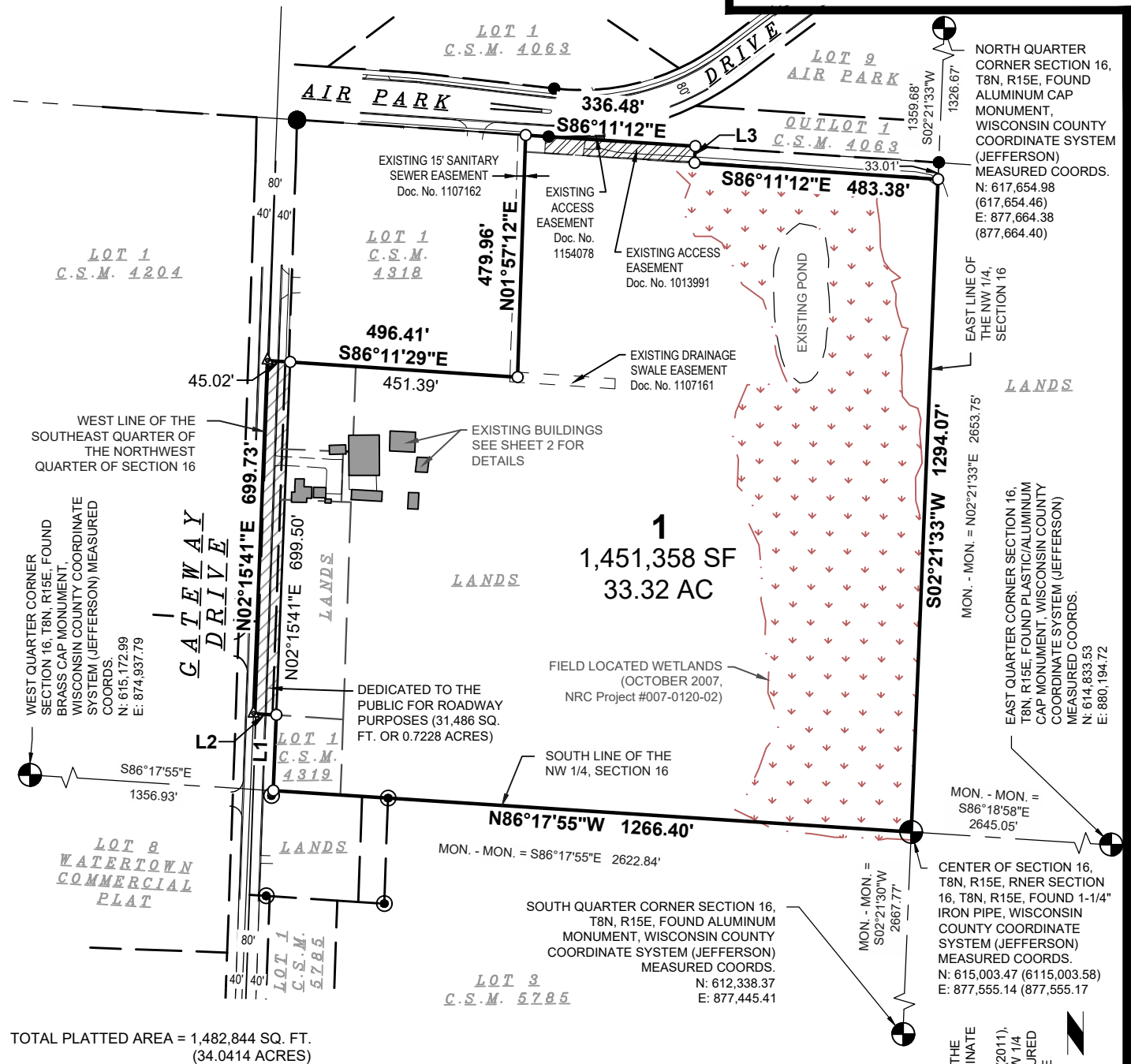
\_\_\_\_\_

MAYOR

## EXHIBIT A

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

LOT 1, CERTIFIED SURVEY MAP NUMBER 4319, AS RECORDED IN  
VOLUME 21 OF CERTIFIED SURVEY MAPS, ON PAGES 229-231,  
DOCUMENT NUMBER 1095342, JEFFERSON COUNTY REGISTRY, AND  
LANDS LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST  
QUARTER OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 15 EAST,  
CITY OF WATERTOWN, JEFFERSON COUNTY, WISCONSIN.



TOTAL PLATTED AREA = 1,482,844 SQ. FT.  
(34.0414 ACRES)

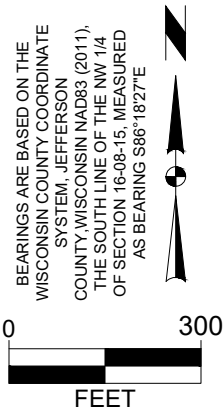
**LEGEND**

- 3/4" SOLID IRON REBAR FOUND  
(UNLESS OTHERWISE NOTED)
- 1-1/4" SOLID IRON REBAR FOUND
- ◎ 1-1/2" IRON PIPE FOUND  
(UNLESS OTHERWISE NOTED)
- 3/4" x 18" SOLID IRON RE-ROD SET,  
WT. 1.50 lbs./ft.
- △ PK/MAG NAIL SET
- ◐ SECTION MONUMENT
- ( ) INDICATES RECORDED AS

DISTANCES ARE MEASURED TO THE  
NEAREST HUNDREDTH OF A FOOT

| LINE TABLE |             |            |
|------------|-------------|------------|
| LINE #     | BEARING     | DIST. (FT) |
| <b>L1</b>  | N02°15'41"E | 150.05'    |
| <b>L2</b>  | N86°17'55"W | 45.01'     |
| <b>L3</b>  | S02°15'39"W | 33.01'     |

**AIRPORT APPROACH**  
**PROTECTION NOTE:**  
LOT 1 OF THIS CERTIFIED SURVEY MAP HAS  
AN AIRPORT APPROACH PROTECTION  
ZONE ELEVATION LIMIT RANGING FROM 888  
FEET TO 968 FEET ABOVE MEAN SEA LEVEL  
FOR ALL BUILDINGS, STRUCTURES AND  
OBJECTS OF NATURAL GROWTH.

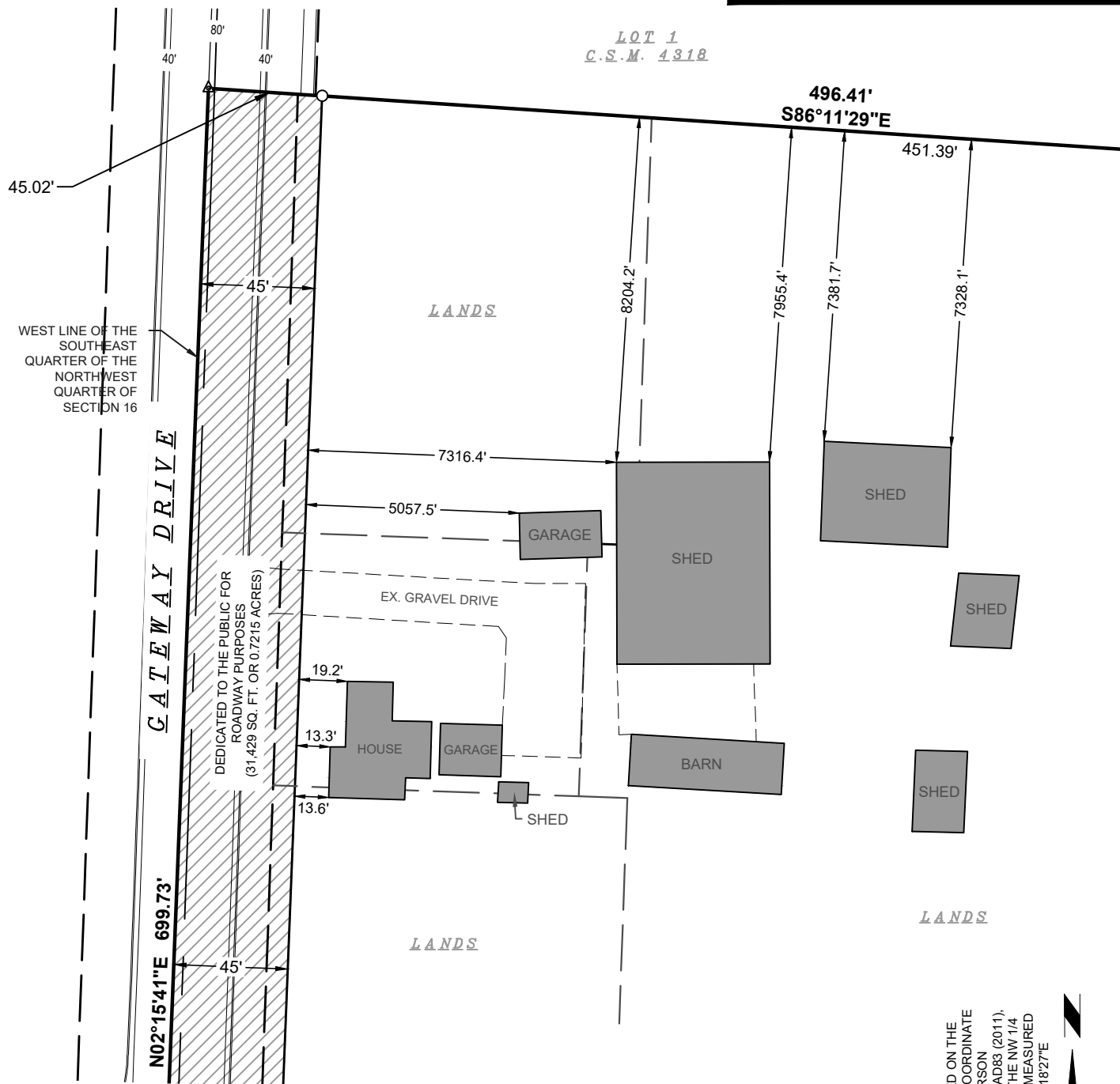


C.S.M. NO. \_\_\_\_\_  
DOC. NO. \_\_\_\_\_  
VOL. \_\_\_\_\_ PAGE \_\_\_\_\_

|  |   |   |  |
|--|---|---|--|
|  <b>SNYDER<br/>&amp; ASSOCIATES</b> | <b>SURVEYED FOR:</b><br>JML Family Properties<br>148 E. Milwaukee Street<br>Suite 1054<br>Jefferson, WI 53549 | <b>SURVEYED BY:</b><br>Snyder & Associates, Inc.<br>5010 Voges Road<br>Madison, WI 53718<br>(608) 838-0444<br>www.snyder-associates.com | FN: 124.0907.30<br>DATE: 07-25-24<br><b>REVISIONS:</b><br>REV1: 07-29-24<br>REV2<br>REV3 |
|  |   |   | <b>SHEET 1 OF 4</b>  |
|  |   |   | 171  |
|  |   |   |  |
|  |   |   |  |

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

LOT 1, CERTIFIED SURVEY MAP NUMBER 4319, AS RECORDED IN  
VOLUME 21 OF CERTIFIED SURVEY MAPS, ON PAGES 229-231,  
DOCUMENT NUMBER 1095342, JEFFERSON COUNTY REGISTRY, AND  
LANDS LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST  
QUARTER OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 15 EAST,  
CITY OF WATERTOWN, JEFFERSON COUNTY, WISCONSIN.



NOTES: (Per Title Commitment No. 37381C, commitment date  
January 30, 2024 @ 7:00 am, issued by Fidelity Land Title, Ltd.)

13. This C.S.M. is subject to Private Sewage System Maintenance Agreement Covenant between Duane Strauss and the County of Jefferson recorded as Document No. 945507.
14. Covenants, Conditions and Restrictions as set forth in Certificate of Compliance recorded on 03/08/96, as Document No. 952335.
18. Covenants, Conditions and Restrictions as set forth in Resolution for the proposed Heron Landing Subdivision recorded on 05/21/08, as Document No. 1240055.

BEARINGS ARE BASED ON THE  
WISCONSIN COUNTY COORDINATE  
SYSTEM, JEFFERSON  
COUNTY WISCONSIN NAD83 (2011),  
THE SOUTH LINE OF THE NW 1/4  
OF SECTION 16-08-15, MEASURED  
AS BEARING S86°18'27"E



C.S.M. NO. \_\_\_\_\_  
DOC. NO. \_\_\_\_\_  
VOL. \_\_\_\_\_ PAGE \_\_\_\_\_



**SURVEYED FOR:**  
JML Family Properties  
148 E. Milwaukee Street  
Suite 1054  
Jefferson, WI 53549

**SURVEYED BY:**  
Snyder & Associates, Inc.  
5010 Voges Road  
Madison, WI 53718  
(608) 838-0444  
[www.snyder-associates.com](http://www.snyder-associates.com)

|                 |
|-----------------|
| FN: 124.0907.30 |
| DATE: 07-25-24  |
| REVISIONS:      |
| REV1: 07-29-24  |
| REV2            |
| REV3            |

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

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QUARTER OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 15 EAST,  
CITY OF WATERTOWN, JEFFERSON COUNTY, WISCONSIN.

OWNER'S CERTIFICATE

Watertown Land Improvement Inc., as owner, we hereby certify that we caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on the map hereon. We further certify that this Certified Survey map is required by S236.34 to be submitted to the City of Watertown for approval. Witness the hand and seal of said owner this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Watertown Land Improvement Inc.

By: \_\_\_\_\_ By: \_\_\_\_\_  
Authorized Member Print Name

State of Wisconsin )  
 )ss.  
County of Dane )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the above named \_\_\_\_\_ to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_ My Commission expires: \_\_\_\_\_  
Notary Public, State of Wisconsin

CONSENT OF MORTGAGEE

\_\_\_\_\_ (lender), a banking association duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping, and dedicating of the land described on this Certified Survey Map and does hereby consent to the Owner's Certificate.

IN WITNESS WHEREOF, the said \_\_\_\_\_ (lender), has caused these presents to be signed by \_\_\_\_\_, its \_\_\_\_\_ (title), at \_\_\_\_\_, Wisconsin, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Lender' s Name) \_\_\_\_\_

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

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

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

\_\_\_\_\_ My Commission expires: \_\_\_\_\_  
Notary Public, State of Wisconsin

C.S.M. NO. \_\_\_\_\_  
DOC. NO. \_\_\_\_\_  
VOL. \_\_\_\_\_ PAGE \_\_\_\_\_

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

LOT 1, CERTIFIED SURVEY MAP NUMBER 4319, AS RECORDED IN  
VOLUME 21 OF CERTIFIED SURVEY MAPS, ON PAGES 229-231,  
DOCUMENT NUMBER 1095342, JEFFERSON COUNTY REGISTRY, AND  
LANDS LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST  
QUARTER OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 15 EAST,  
CITY OF WATERTOWN, JEFFERSON COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, Adam R. Gross, Professional Land Surveyor, hereby certify that in full compliance with the provisions of Chapter 236.34 of the Wisconsin Statutes, Chapter A-E7 of the WI Admin. Code and the subdivision regulations of Dane County and under the direction of Watertown Land Improvement Inc, owner of said land, I have surveyed, divided and mapped this Certified Survey Map; that such Certified Survey Map correctly represents all exterior boundaries and the subdivision of the land surveyed; and that this land is more fully described as follows:

Lot 1, Certified Survey Map (C.S.M.) Number 4319, as recorded in Volume 21 of Certified Survey Maps, on pages 229-231, as Document Number 1095342, Jefferson County Registry, and including lands located in the Southeast Quarter of the Northwest Quarter of Section 16, Township 8 North, Range 15 East, City of Watertown, Jefferson County, Wisconsin; more fully described as follows:

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Signed: \_\_\_\_\_  
Adam R. Gross, P.L.S. No. 3017  
Snyder & Associates, Inc.  
5010 Voges Road  
Madison, WI 53718  
608-838-0444  
agross@snyder-associates.com

CITY OF WATERTOWN PLAN COMMISSION APPROVAL CERTIFICATE:

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

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

Date: \_\_\_\_\_  
Emily McFarland, Mayor

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


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

REGISTER OF DEEDS CERTIFICATE

Received for recording this \_\_\_\_\_ day of \_\_\_\_\_, 2024, at \_\_\_\_\_ o'clock \_\_\_\_m. and  
recorded in Volume \_\_\_\_\_ of Certified Survey Maps on pages \_\_\_\_\_, as Doc. No.  
\_\_\_\_\_.

\_\_\_\_\_  
Staci M. Hoffman, Jefferson County Register of Deeds

C.S.M. NO. \_\_\_\_\_  
DOC. NO. \_\_\_\_\_  
VOL. \_\_\_\_\_ PAGE \_\_\_\_\_

|   |  |   |  |
|---|--|---|--|
|  | <p><b>SURVEYED FOR:</b><br/>JML Family Properties<br/>148 E. Milwaukee Street<br/>Suite 1054<br/>Jefferson, WI 53549</p> | <p><b>SURVEYED BY:</b><br/>Snyder &amp; Associates, Inc.<br/>5010 Voges Road<br/>Madison, WI 53718<br/>(608) 838-0444<br/>www.snyder-associates.com</p> | <p>FN: 124.0907.30<br/>DATE: 07-25-24<br/><b>REVISIONS:</b><br/>REV1 _____<br/>REV2 _____<br/>REV3 _____</p> |
| <p>V:\Projects\2024\124.0907.30\CADD\124090730_SURV-CSM.dwg</p>                     |  |   | <p><b>SHEET 4 OF 4</b></p>   |



RESOLUTION TO

UPDATE 2024 PAYROLL RESOLUTION TO AMMEND PAY FOR

DISPATCH AND DISPATCH SUPERVISOR

SPONSOR: MAYOR MCFARLAND

FROM: FINANCE COMMITTEE

**WHEREAS**, there is currently a pay inequity in the Police Department Dispatch Center – for Dispatchers and the Dispatch Supervisor and,

**WHEREAS**, the Police Department seeks to remove that inequity at the recommendation of Cottingham and Butler Consultants in order to attract and retain well-qualified Dispatch Personnel; and,

**WHEREAS**, the City Finance Department has reviewed these pay increases for fit in the 2024 budget and determined them to be feasible; and,

**WHEREAS**, the City’s Finance Committee has unanimously approved this request; and,

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF WATERTOWN, WISCONSIN:**  
That the 2024 payroll resolution is amended to move Dispatch Pay Grade from H to I, and Dispatch Supervisor Pay Grade from J to K.

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

ADOPTED Sept 03, 2024

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

APPROVED Sept 03, 2024

\_\_\_\_\_  
MAYOR



# WATERTOWN POLICE DEPARTMENT

*David Brower, Chief of Police*

**To: Finance Committee**

**From: Assistant Chief Ben Olsen**

**Date: Thursday, August 22, 2024**

**Subject: Dispatch Personnel Wage Adjustment**

Dear Members of the Finance Committee,

We are here to follow up on our appearance before you on July 8th, during which we sought permission to conduct a wage study for our dispatch personnel. We are pleased to inform you that the wage study has now been completed.

Enclosed, you will find a copy of the letter submitted to you at the July 8th meeting, along with the final report from the wage study. Based on the findings and recommendations of the study, we are now seeking your permission to proceed with the proposed wage adjustments.

Specifically, we request an increase in the dispatch supervisor wage from grade J to grade K, and an increase in the dispatchers' wage from grade H to grade I. These adjustments are essential to ensure our compensation structure remains competitive and fair, thereby helping us retain and attract qualified personnel. The adjustments will fit our current budget and will be appropriately planned for next year's budget. Finance Director Stevens has reviewed this plan and concurs with its feasibility.

Respectfully,

Ben Olsen  
Assistant Chief

COTTINGHAM & BUTLER

Total Rewards  
Consulting

July 30, 2024

MEMORANDUM

TO: Lisa Schwartz, Human Resources Coordinator, City of Watertown  
FR: Brian Carlson, Compensation Analyst

RE: Market Review: Communications Supervisor (911 Dispatch Supervisor), 911 Dispatcher

The city requested that a classification and market review be completed for the Communications Supervisor and the 911 Dispatcher positions. The analysis used relied on similar survey sources and computation methodology used in the most recent compensation study review. Those sources included: City of Cudahy, City of Fort Atkinson, City of Greenfield, City of Harford, City of Menasha, City of Muskego, City of South Milwaukee, City of West Allis, City of Whitewater, Dodge County, Jefferson County, and the Village of Germantown.

**Market Review Results:** The data below reflects salaries aged to an effective date of July 1, 2024.

| Communications Supervisor | 25th Percentile | 50th Percentile | 50 <sup>th</sup> /75 <sup>th</sup> Blend | 75 <sup>th</sup> Percentile |
|---------------------------|-----------------|-----------------|--|-----------------------------|
|                           | \$65,200        | \$72,500        | \$76,100                                 | \$79,700                    |

Based on this data, assuming the 50<sup>th</sup> percentile, and utilizing the current wage schedule, we would recommend placement in pay **grade K** for the Communications Supervisor.

| 911 Dispatcher | 25th Percentile | 50th Percentile | 50 <sup>th</sup> /75 <sup>th</sup> Blend | 75 <sup>th</sup> Percentile |
|----------------|-----------------|-----------------|--|-----------------------------|
|                | \$50,900        | \$56,600        | \$59,400                                 | \$62,200                    |

Based on this data, assuming the 50th percentile, and utilizing the current wage schedule, we would recommend placement in pay **grade H** for the 911 Dispatcher. In your request it was noted that this position has been hard to fill so you may consider the 50<sup>th</sup>/75<sup>th</sup> blend as a target for your schedule. In that case we would recommend placing this position in **grade I**.

Please contact me with any questions on this market review.