



PLAN COMMISSION MEETING - SPECIAL AGENDA

MONDAY, OCTOBER 02, 2023 AT 4:30 PM

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

By Phone or GoToMeeting: Members of the media and the public may attend by calling:

1 866 899 4679 **Access Code:** 806-774-645 or <https://meet.goto.com/806774645>

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

1. CALL TO ORDER

2. APPROVAL OF MINUTES

3. BUSINESS

A. Review and take action: 100 Western Avenue

4. ADJOURNMENT

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

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

MEMO

TO: Jefferson County Finance Committee

FROM: Atty. Steven T. Chesebro

DATE: July 26, 2023

RE: 100 Western Ave., Watertown WI 53094 Past Due Taxes PIN 291-0815-0424-088

REQUEST

The City is requesting the County's assistance addressing two safety issues within the City of Watertown and Jefferson County located at 100 Western Ave., Watertown, WI. The City will be covering approximately \$30,400.00 in past due fees to the City, costs of razing the building, and covering property taxes associated with the parcel. Currently there are past due property taxes totaling \$8,143.75 and the property will be charged property taxes for the 2023 tax year. The City is requesting that the County contribute toward the purchase of this property in an amount of \$10,113 which is approximately 1/3 of the cost of acquisition and remediation.

BACKGROUND

The property located at 100 Western Ave. Watertown, WI 53094 was involved in a fire on December 9, 2022 resulting in three deaths and a total loss of the property. An investigation into the cause of the fire was conducted by the State, however the State was not able to determine the specific cause of the fire. There is no suspicion that foul play was involved. The structure at 100 Western Ave. is unstable and needs to be razed. In addition to the instability of the structure, the lot creates a second hazard as it is a corner lot with the structure built on both right-of-way lines substantially reducing visibility of all vehicles arriving at the intersection from the East and reducing visibility for vehicles approaching from the North.

At this time legal ownership of the building resides with Renee R. Sterwalt f/k/a Zsa Zsa Seefeldt. Mrs. Sterwalt has agreed to provide a Warranty Deed to the City excepting therefrom any special assessments or past due tax obligations on the property. Mrs. Sterwalt lives in Alaska on disability and failed to maintain insurance on the property prior to the fire. Mrs. Sterwalt tried to sell the property to Ms. Arenz by Land Contract. Mrs. Sterwalt alleges that she received no payment on the Land Contract in the last three years, and due to her fixed income was unable to hire an attorney to evict Ms. Arenz. A foreclosure judgment was granted against Mrs. Sterwalt regarding the property the day before the fire occurred.

Based on representations by Specialized Loan Servicing's attorney, the mortgage provider did file a claim for loss of value of its collateral under an insurance policy. It opted to use those proceeds to pay off the outstanding mortgage obligation and has signed and filed a Satisfaction of Mortgage and Release of Lis Pendens. Copies of both documents are attached hereto as Exhibit A. An email from Specialized Loan Servicing's attorney stating the company's position is attached as Exhibit B. Specialized Loan Servicing has also vacated the foreclosure judgment.

Ms. Arenz has signed any interest she may have in the property to the City of Watertown, terminating any claim she may have had regarding ownership of the property.

RESTRICTIONS ON PROPERTY

Watertown Ordinance 550-85(C)(4) in compliance with Wis. Stat. § 62.23(7)(hc) would permit the property to be restored to the size, location, design, and use that it had immediately before the fire. This would recreate the safety risk that the City's ownership and use of a portion of the property would be aiming to eliminate. If the individual did not restore the house to its prior design, size and location, the property would not be able to meet any of the minimum lot sizes for development required by Watertown's Zoning Code as it would just be under 3,500 sq. ft. Setbacks for a residential lot would leave a structure that is at most 11.66 feet x 19.5 feet. As such if the property is sold to the public, the most likely result is that any auction or sale would fail, or the buyer would rebuild the building and the property would continue to create a dangerous intersection by blocking driver's view of the intersection as they approach.

COSTS

The City intends to cover the demolition cost of the building, which is currently estimated at \$14,500.00. A table outlining the current anticipated costs of razing the building and returning the lot to vacant land is attached as Exhibit C. Should the City proceed with further dividing the lot in an attempt to sell portions of the parcel to the neighboring property owners the costs incurred by the City will likely increase by approximately \$3,000 for costs associated with dividing the property including the obtaining of a Certified Survey Map. Given that if the space was only divided in half there would be less than 1,750 square feet or .04 acres available for the neighboring properties. The likely space remaining for the neighboring parcels after division would likely not result in substantial sales.

In addition to the cost of razing the building and subdividing the property, there is an outstanding water utility bill of \$2,788.62 as of May 24, 2023 that the City will assume responsibility for.

The County has a claim against the property in the total amount of \$8,143.75 for past due taxes from 2020 and the current year's taxes. This amount will need to be paid to the County to clear the past due taxes and is accruing interest charges monthly. In addition, the taxes will be assessed to the property for 2023. The exact amount of 2023 taxes have not yet been determined. A rough estimate places this amount between \$381.41 and \$1,968.53 depending on assessed value and utilizing 2022's tax rate.

In total the cost to the City of taking over the property, razing the structure, and potentially subdividing the property would be approximately \$30,400.90. If the County is able to contribute \$10,112.28 that would be less than 1/3 of the cost incurred by the City to address the safety issue.

FUTURE PLANS

Mrs. Sterwalt's attorney is drafting documents that would transfer ownership of the property to the City, including a Warranty Deed, excepting therefrom any taxes or special assessments. The City's immediate concern with the property would be to raze the building and return it to a vacant lot so that the substantial hazard to the community is resolved. If this proposal is approved by the County, the City would close on the property as soon as possible, and begin obtaining quotes for razing the property as quickly as possible. The goal of the City would be to have the property razed before the end of September.

Once the property has been returned to a vacant lot the City will explore potential other uses for the property. While not fully explored, the intersection which the house sits next to is currently considered a dangerous intersection and a portion of the land may be used to explore enhancing the safety of that intersection. The City's Public Works Director, Jaynellen Holloway, has provided a memo discussing potential options for the intersection depending on the costs and what portion of the land is available. A copy of the Memo is attached hereto as Exhibit D.

Some individuals have expressed an interest in turning the parcel or portion thereof into a memorial park dedicated to the three young children who lost their lives in the fire. Others are interested in transferring ownership to private individuals for development of the vacant lot or to expand neighboring lots to ensure the land gets back onto the tax roll.

Without the City or County's involvement the property would remain standing as Mrs. Sterwalt is unable to cover the cost of razing the building. The delinquent taxes would eventually allow the County to foreclose on the property. Waiting for that time to pass though could result in the structure collapsing and injuring others. Alternatively the City could obtain a judgment against the property owner permitting the City to raze the structure and special assess the charges. This would increase the delinquent taxes resulting in the County having to eventually foreclose on the property with a tax burden that would likely exceed the parcel's value.

CONCLUSION

The City of Watertown is requesting the County assist the City in addressing a substantial safety issue by reimbursing the City for less than 1/3 of the cost the City will incur in removing the structure. This is an extremely unique situation in which there was a substantial fire which not only destroyed the property but claimed three young children's lives. The property owner is on a fixed income and despite trying to sell the property years ago has been unable to do so, in part due to being unable to evict the original purchaser. There is no insurance available to cover the cost of razing the building. The building exists in an area where it creates a dangerous intersection by limiting the view of those who approach the intersection. The City is willing to incur substantial costs to address the safety issues.

Given the options are to address the situation now, or let it continue to deteriorate until the City or County are forced to address it, as well as the uniqueness of the situation the best outcome appears to be that the City and County work together to minimize the total cost of both parties. To that end the City is willing to take ownership of the parcel and raze the structure. The City is requesting that the County contribute toward the purchase of this property in an amount of \$10,113 which is approximately 1/3 of the cost of acquisition and remediation.

1474743

Document Number

When Recorded Return To:
Specialized Loan Servicing LLC
6200 S Quebec St, Ste 300
Greenwood Village, CO 80111

Parcel ID Number:
291-0815-0424-088

Office of Register of Deeds
Jefferson County, WI
RECEIVED FOR RECORD
06/15/2023 08:02:28 AM
Staci M. Hoffman
Total Pages: 1
REC FEE: 30.00
TRANSFER FEE:
EXEMPT #

****The above recording information
verifies that this document has
been electronically recorded
and returned to the submitter****

RELEASE AND SATISFACTION OF MORTGAGE

KNOWN ALL MEN BY THESE PRESENTS, that SPECIALIZED LOAN SERVICING, LLC is the lien holder of a Mortgage in the original amount of \$123,500.00 executed on November 18, 2009 by Zsa Zsa Sterwalt f/k/a Zsa Zsa Seefeldt, a/k/a Renee R. Sterwalt, in favor of Mortgage Electronic Registration Systems, Inc., as nominee for M&I Marshall & Ilsley Bank, and its successors and assigns, recorded in the Register of Deeds of Jefferson County, Wisconsin on December 3, 2009 as Document #1269566.

LEGAL DESCRIPTION:

**The South fifty-two and one-half feet of lot four, block thirty-eight of Cole, Bailey & Co.'s plat, the same being the original plat of the East side of the City of Watertown.
Commonly known as: 100 Western Ave., Watertown, WI 53094**

Now Therefore, for good and valuable consideration, the receipt whereof is hereby acknowledged, the undersigned does hereby satisfy, and release said Mortgage and hereby authorizes, and requests said Recorder of Deeds to enter satisfaction and release thereof on the proper Record in its office.

IN WITNESS WHEREOF, the said lienholder has caused these presents to be executed in its name by its proper officer thereunto duly authorized, this 16, day of May, 2023.

SPECIALIZED LOAN SERVICING, LLC

By: [Signature]

State of Colorado
County of Arapahoe

This foregoing instrument was acknowledged before me on this 16 day of May, 2023 by Nicholas J. Raab as Assistant Vice President of Specialized Loan Servicing, LLC. The undersigned is personally known to me.

[Signature]
Notary Public

BENJAMIN HENSLEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214019703
MY COMMISSION EXPIRES 05/19/2025

Document Prepared By: Randall S. Miller & Associates, 342 N. Water St., Suite 600, Milwaukee, WI 53202

EXHIBIT

A

6

1473117

Office of Register of Deeds
Jefferson County, WI
RECEIVED FOR RECORD
04/19/2023 10:55:31 AM
Staci M. Hoffman

Total Pages: 1

REC FEE: 30.00

TRANSFER FEE:

EXEMPT #

****The above recording information
verifies that this document has
been electronically recorded
and returned to the submitter****

Recording Area

Name and Return Address:

Randall S. Miller & Associates, LLC
342 N. Water Street, Suite 613
Milwaukee, WI 53202

291-0815-0424-088

Parcel Identification Number (PIN)

RELEASE OF LIS PENDENS

Document Number

Document Title

STATE OF WISCONSIN CIRCUIT COURT JEFFERSON COUNTY

Specialized Loan Servicing LLC

Plaintiff,

vs.

Case No: 2022CV000098

Renee R Sterwalt f/ka Zsa Zsa Sterwalt f/k/a Zsa Zsa Seefeldt, Jeff L. Sterwalt;

Defendants

PLEASE TAKE NOTICE that pursuant to S. 840.10 (3), Wis. Stat., the Lis Pendens in the above action previously recorded by the plaintiff on 04/29/2022 as 1461895, which affects the title to the real estate described as attached is hereby DISCHARGED AND RELEASED. The legal description of the subject property is as follows:

The South Fifty-Two and One-half feet of Lot Four, Block Thirty-eight of Cole, Bailey and Co's plat, the same being the original plat of the East side of the City of Watertown.
100 Western Ave., Watertown, WI 53094

Dated: 19th day of April, 2023

By: Electronically signed by /s/ James D. Major
James D. Major
State Bar No. 1103081

Randall S. Miller & Associates, LLC
120 North LaSalle Street, Suite 1140
Chicago, IL 60602
P: (414) 937-5992
F: (414) 921-5628
wisconsin@rsmalaw.com
Our Case Number: 22WI00105-1

Drafted by: Alishia Dingle

Steven Chesebro

From: Chris Stroebel <christopher.stroebel@stroeblaw.com>
Sent: Monday, April 17, 2023 3:03 PM
To: Steven Chesebro
Subject: FW: Specialized Loan Servicing v Sterwalt, Jefferson County Circuit Court, Case No. 2022CV98
Attachments: Re: Specialized Loan Servicing v Sterwalt, Jefferson County Circuit Court, Case No. 2022CV98

Steve,

I just received this from Atty. Major. Specialized Loan Servicing is taking the insurance money and "dismissing the foreclosure action, and releasing its lien as soon as practicable." By this, he seems to mean voluntarily vacating its foreclosure judgment.

Ms. Sterwalt will continue to cooperate with the City is seeing that the property is razed ASAP.

Sincerely,

Chris
Chris Stroebel
STROEBEL LAW, LLC
30 W. Mifflin Street, Suite 1001
Madison, WI 53703
t. (608) 441-8100
f. (608) 257-2722
christopher.stroebel@stroeblaw.com

PRIVILEGED & CONFIDENTIAL COMMUNICATION:

DO NOT read, copy or disseminate this communication unless you are the intended recipient. If you have received this communication in error, please notify me immediately and permanently delete this communication.

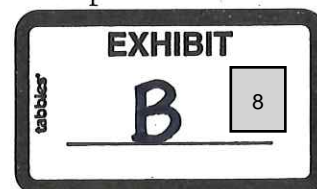
-----Original Message-----

From: James Major <jmajor@rsmalaw.com>
Sent: Monday, April 17, 2023 2:20 PM
To: Chris Stroebel <christopher.stroebel@stroeblaw.com>
Subject: Re: Specialized Loan Servicing v Sterwalt, Jefferson County Circuit Court, Case No. 2022CV98

Re: Specialized Loan Servicing v Sterwalt, et.al., Case No. 22CV98; 100 Western Ave., Watertown, WI 53094

Hello Chris,

I have an update on this matter and I apologize for the delay on my part. Due in part by findings in the City's March 22, 2023 Raze Order that repair of the property would exceed 50% of its assessed value and thus repair and restoration would not be economically feasible, the imminent demolition by the City, and other considerations, SLS has elected to apply the fire loss proceeds to the underlying debt as permitted under the terms of the mortgage in these circumstances.



SLS also intends on dismissing the subject foreclosure action, and releasing its lien, as soon as practicable. Thus, please consider this email notice that SLS is taking such action with respect to the subject loss proceeds. SLS has also indicated that separate notice and correspondence on this issue will be sent to your clients at their notice address in Alaska.

Please do not hesitate to contact me with any questions, Thanks Jim

James D. Major
Attorney
Randall S. Miller & Associates, LLC
120 N. LaSalle Street, Suite 1140
Chicago, Illinois 60602
Direct: (312) 239/3512
Main: (312) 239/3432
Fax: (312) 284/4820
jmajor@rsmalaw.com

THIS FIRM MAY BE ACTING AS A DEBT COLLECTOR AND ANY INFORMATION OBTAINED MAY BE USED FOR THAT PURPOSE.

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100 WESTERN AVENUE - PRELIMINARY DEMOLITION COSTS

ITEM	TIMELINE	COMPLETED	WHO	COST	EST. COST
Budget:				\$10,000	
Abatement Inspection					
Abatement					
Boarding up Basement windows	Winter 2023		Street/Solid Waste	?	DONE
Remove Gas/Electric	July?		Ritch/WE Energies	\$1,500	\$ 1,500.00
Remove Water Meters (2)	July?		Pete	Free	
Asphalt Patch for Water/San. Removal (Western)	?		Ann. St. Program	\$1,500	\$ 1,500.00
Demo Permit	30 day notice to neighbors/All of July?	Letter: X/Permit: X (2 ea.)	<u>Letter:</u> Brian <u>Permit:</u> Ritch	\$0	\$ -
Erosion Control Plan	July?		Engineering	\$0	\$ -
Demo	August?		St. Division	\$0	\$ -
Tipping Fees for Demo	August?		the City	\$10,000	\$ 10,000.00
Grading the Sight and gravel, and landscaping	Fall		Street/Solid Waste	?	\$ -
Fencing	Winter 2023		Street/Solid Waste	?	DONE
Concrete (sidewalk and C&G)	Fall		Sidewalk Contract?	\$1,500	\$ 1,500.00
ESTIMATED TOTAL COST					\$ 14,500.00

Jaynellen J. Holloway, P.E.
920.262.4050

Andrew Beyer, P.E.
920.262.4052

Maureen McBroom, ENV SP
920-206-4264

Ritchie M. Piltz
920.262.4034

Secretary, Wanda Fredrick
920.262.4368

MEMO

TO: Mayor McFarland and Attorney Chesebro
FROM: Jaynellen J. Holloway, P.E.
DATE: July 26, 2023
RE: Potential City Use of 100 Western Avenue

Attached please find four diagrams.

Diagram #1: If nothing else would change with the future Surface Transportation Program (STP) – Local Western Ave./S. First St. project road design wise, a softer turning radius would be incorporated for driver maneuverability. The softer/larger turning radius would require the modification of the Americans with Disability Act (ADA) curb ramp. At minimum, a small portion of 100 Western Ave. would need to be purchased to place a conforming ADA curb ramp, which is required by State law.

Diagram #2: The existing structure at 100 Western Ave. occupies the "vision triangle". Vision triangles or sight-triangles identify areas at the corners of intersections of roads and driveways where views of approaching traffic should not be obstructed.

The Vision Triangle consists of a triangular-shaped area on a corner lot formed by measuring the prescribed distance from the intersection of the front and street side property lines, an intersecting alley, or an intersecting driveway, and connecting the lines diagonally across the property, making an approximate 90-degree triangle. The City of Watertown's code is 25 feet.

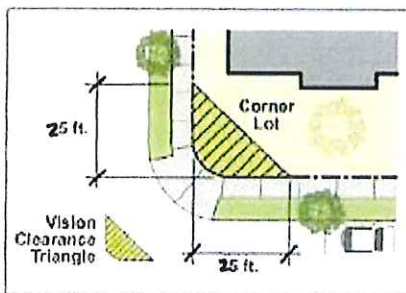


Diagram #3: Diagram #3 illustrates a potential design for the improvement of the intersection of Western Ave. and S. First St. The illustration is conceptual, it is not too scale or follows any design standards. The City of Watertown does intend to create a left turn only lane for westbound traffic to ease ingress and egress traffic into the City's Street/Solid Waste Division facility. The City also intends to add bicycle lanes as it is in the City's bicycle master plan to connect the downtown corridor with the Interurban Trail head along Western Ave. and S. First St.

Diagram #4: Diagram #4 shows a potential cross section of what could be the new cross section on Western Av. at S. First St. Again, this diagram is only a concept.

Enclosed: Diagrams #1 - #4



Parcels

① **SOFTER RADIUS :**

ADA RAMP WILL GO ONTO PRIVATE PROPERTY

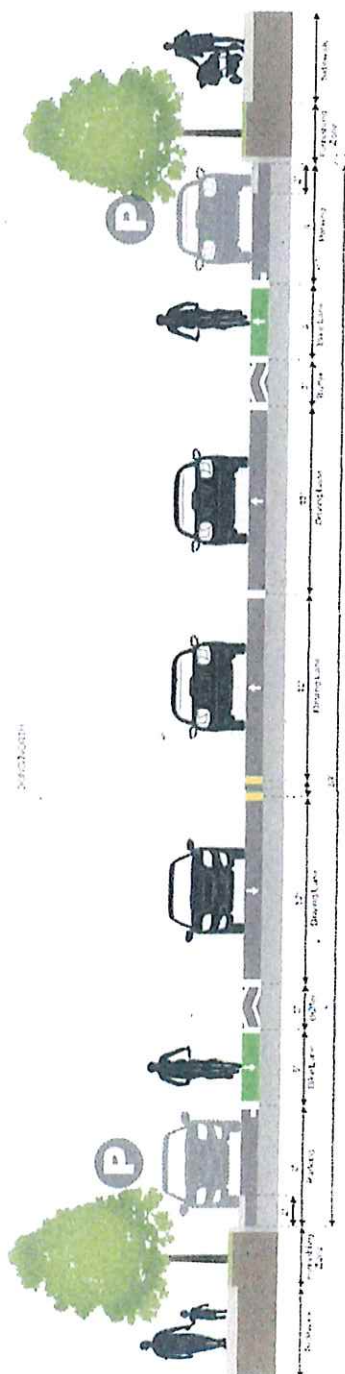


Parcels

② VISION TRIANGLE : 25' SETBACK FROM PROPERTY LINE.



③ CONCEPTUAL ONLY - NOT TO SCALE OR DESIGN STANDARDS



**RESOLUTION TO
APPROVE THE TRANSFER OF 100 WESTERN AVENUE, WATERTOWN
(PIN: 291-0815-0424-088) TO THE CITY OF WATERTOWN, RAZE THE
STRUCTURE AND APPROVE THE INTERGOVERNMENTAL
AGREEMENT FOR ADDRESSING SAFETY CONCERNS AT 100
WESTERN AVENUE, WATERTOWN**

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

WHEREAS, a fire on December 8, 2022 damaged the structure located on 100 Western Avenue, Watertown, WI (PIN 291-0815-0424-088); and,

WHEREAS, due to the structural damage and risk of the structure collapsing, Watertown issued a Raze Order dated March 22, 2023 and recorded in Jefferson County on April 3, 2023 as Document Number 1472676, but the property owner is financially unable to raze the structure and has offered to transfer ownership of the property to the City of Watertown subject to all outstanding assessments, tax obligations or debts due to Watertown and Jefferson County; and,

WHEREAS, the Plan Commission approved the City obtaining the property on October 2, 2023; and,

WHEREAS, the City of Watertown and the County of Jefferson desire to enter into an Intergovernmental Agreement to set forth their respective obligations, understandings, roles and responsibilities with regards to addressing the safety concerns on 100 Western Avenue.

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 the Agreement for the transfer of 100 Western Avenue, Watertown, a copy of which is attached hereto as Exhibit A.

BE IT FURTHER RESOLVED that the proper City Officials be and hereby are authorized to arrange and carry out the razing of all the structures located at 100 Western Avenue upon acceptance of the Property.

BE IT FURTHER RESOLVED that the proper City Officials be and are hereby authorized to enter into the Intergovernmental Agreement for Addressing Safety Concerns at 100 Western Avenue, Watertown, a copy of which is attached hereto as Exhibit B.

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

	YES	NO
DAVIS		
LAMPE		
BOARD		

ADOPTED October 3, 2023

BARTZ		
BLANKE		
SMITH		
SCHMID		
WETZEL		
MOLDENHAUER		
MAYOR MCFARLAND		
TOTAL		

CITY CLERK

APPROVED October 3, 2023

MAYOR

AGREEMENT TRANSFERRING OWNERSHIP OF PROPERTY

THIS AGREEMENT (the “Agreement”) is made effective as of August ___, 2023 (the “Effective Date”), by and among the CITY OF WATERTOWN, a Wisconsin municipal corporation (the “City”) and RENEE STERWALT f/k/a ZSA ZSA STERWALT (“Sterwalt”).

RECITALS

- A. Sterwalt is the owner of the real property commonly known as 100 Western Avenue, City of Watertown, in Jefferson County, Wisconsin (the “Property”). In September 2019, Sterwalt rented the Property to Shannon Arenz.
- B. In 2020, following the start of the Covid-19 pandemic, Arenze stopped making payments under the lease for the Property. As a result, Sterwalt fell into arrears on the mortgage on the Property, the insurance policy for the Property and real property taxes, and the payment for water and sewer service provided by the City to the Property.
- C. On April 6, 2022, as a result on the default on the payment of the mortgage loan on the Property, Specialized Loan Servicing LLC, commenced an action in Jefferson County Circuit Court, Case No. 2022CV98, to foreclose its mortgage. On December 8, 2022, the Circuit Court granted a judgment of foreclosure to Specialized Loan Servicing.
- D. On or about December 9, 2022, the Property was largely destroyed by a fire. As a result of the fire, the City’s Building Inspector determined that the principal structure located on the above-described premises is so dilapidated, damaged and out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitation, occupancy or use.
- E. On March 22, 2023, the City issued a Raze Order for the Property based on its finding that the cost of the necessary repairs for the Property would exceed fifty percent of the current (pre-fire) full assessed value of the Property. The Raze Order was recorded with the Jefferson County Register of Deeds on April 3, 2023, as Document No. 1472676.
- F. Sterwalt is indebted to City for real property taxes, assessments and water and sewer charges relating to the Property, some of which are secured by liens on the Property.
- G. On June 13, 2023, the Circuit Court vacated the judgment of foreclosure relating to the Property based on the parties’ recognition that the Property will have nominal if any value after taking account of the debts relating to the Property, including the expense of razing the Property.
- H. Sterwalt has resided in Alaska since 2019. She does not have the financial means to repair the property or pay the taxes, water and sewer charges and other debts relating to the Property.
- I. Sterwalt and the City wish to avoid the time and expense of litigation and special assessment actions. Sterwalt recognizes that she could require the City to pursue its rights to seek a tax foreclosure, and that by proceeding according to this Agreement,

Sterwalt will be foregoing the right to retain title to the Property by razing the structure and paying the delinquent taxes and assessments relating to the Property.

- J. Sterwalt acknowledges and agrees that no further default is required as a prerequisite to the City's exercise of its discretion if it desires to assess the costs of razing the structure, and that the terms and conditions of this Agreement are applicable to the Property.

AGREEMENT

NOW, WHEREFORE, for valuable consideration the receipt of which is acknowledged, Sterwalt and the City agree as follows:

1. **Delivery of Documents.** Sterwalt shall execute or cause to be executed, as necessary, and deliver to the City a Warranty Deed from Sterwalt, in the form attached as Exhibit A ("**Deed**") as of the date this agreement is signed.
2. **Release from Enforcement of Tax Liability and Special Assessments.** Upon, and only upon, the City's receipt of the Deed and a pro forma of the final owner's policy from Knight Barry Title Advantage LLC (including a gap indemnity through the date of the Deed) with regard to the Property, subject only to the Raze Order and liens securing taxes, assessment, water and sewer charges owed to the City, and any other liens or encumbrances which may be due to the City, then and only then the City will (a) release Sterwalt from liability for the debts owed to the City by Sterwalt. The debts owed to the City will still exist but will be nonrecourse except against the Property.
3. **No Merger of Title and Liens.** The City's interest in the Property after the City's acquisition of title to the Property shall not merge with the interests of the City (specifically, the City's liens on the Property). It is the express intention of each of the parties that such lien interests of the City in the Property shall not merge but be and remain at all times separate and distinct, notwithstanding the acquisition of title by the City. The liens on the Property shall be and remain at all times valid and continuous liens on the Property until and unless released by the City.
4. **Entire Agreement.** This Agreement, including the attached Exhibit, and the documents referred to in this Agreement or executed either concurrently with or pursuant to this Agreement, constitute the entire agreement for the deed in lieu of foreclosure transaction between the parties, and there are no other agreements, understandings, restrictions or warranties or representations among the parties on that subject.
5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.
6. **Amendment or Waiver.** Neither this Agreement nor any of the provisions hereof may be changed, waived, discharged or terminated, except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.
7. **Voluntary Action.** Sterwalt acknowledges that she has consulted with counsel of her choice. Sterwalt is entering into this Agreement knowingly and voluntarily. Sterwalt recognizes that she could require the City to pursue its legal remedies but has decided nonetheless to proceed with this Agreement.

8. **Counterparts.** This Agreement may be executed in any number of counterparts. Each counterpart, when executed and delivered, will be an original, but all counterparts, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf as of the date set forth above.

CITY OF WATERTOWN, WISCONSIN

By: _____
Name: _____
Title: _____

RENEE STERWALT
f/k/a ZSA ZSA STERWALT

By: _____
Renee Sterwalt

EXHIBIT A
WARRANTY DEED

(ATTACHED)

WARRANTY DEED

Document Number

Document Name

This Deed, made between, RENEE STERWALT f/k/a Zsa Zsa Sterwalt, a widow not remarried ("Grantor"), and CITY OF WATERTOWN, WISCONSIN ("Grantee"),

WITNESSETH, That the said Grantor, for a valuable consideration conveys to Grantee the following described real estate, together with rents, profits, fixtures and other appurtenant interests, in Jefferson County, State of Wisconsin:

The South fifty-two and one-half feet of lot four, block thirty-eight of Cole, Bailey & Co. plat, the same being the original plat of the East side of the City of Watertown.

THIS SPACE RESERVED FOR RECORDING DATA

Name and Return Address

Steven T. Chesebro, City Attorney
City of Watertown
PO Box 477
Watertown, WI 53094

28-291-0815-0424-088

Parcel Identification Number (PIN)

This is not homestead property.
(is) (is not)

Grantor warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, general taxes, assessments and debts owed to the City of Watertown, Wisconsin.

Dated this ___ day of August, 2023.

_____(SEAL)
*Renee Sterwalt f/k/a Zsa Zsa Sterwalt

_____(SEAL)
*

AUTHENTICATION

Signature of _____

authenticated this ___ day of _____, _____.

* _____

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____ authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY:

Christopher J. Stroebel, Esq.
STROEBEL LAW, LLC
30 W. Mifflin Street, Suite 1001
Madison WI 53703
(608) 441-8100

ACKNOWLEDGMENT

STATE OF ALASKA,)
) ss.
THIRD JUDICIAL DISTRICT)

Personally came before me this day, August __, 2023, the above named Renee Sterwalt, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

* _____
Notary Public, State of Wisconsin

My commission (is permanent) (expires: _____)

Intergovernmental Agreement for
Addressing Safety Concerns at 100 Western Avenue, Watertown, WI, PIN
291-0815-0424-088

This Intergovernmental Agreement for Addressing Safety Concerns at PIN 291-0815-0424-088 is made as of September ____, 2023, (the “Effective Date”) by and between the County of Jefferson, Wisconsin (hereafter “Jefferson”) and the City of Watertown, Wisconsin (hereafter “Watertown”), collectively, “Parties”, for the razing of a structure on PIN 291-0815-0424-088.

WHEREAS, a fire on December 8, 2022 damaged the structure located on PIN 291-0815-0424-088 with property address of 100 Western Ave., Watertown, WI (hereinafter the “Property”); and,

WHEREAS, due to the structural damage and risk of the structure collapsing Watertown has issued a Raze Order, but the property owner is financially unable to raze the structure and has offered to transfer ownership of the property to the City of Watertown subject to all outstanding assessments, tax obligations or debts due to Watertown and Jefferson County; and,

WHEREAS, the structure on the property sits within the designated vision triangle of an intersection at S. First St. and Western Ave. obstructing the view of people approaching the intersection; and,

WHEREAS, Parties desire to enter into this Agreement to set forth their respective obligations, understandings, roles and responsibilities with regards to addressing the safety concerns on the Property.

NOW, THEREFORE, in consideration for good and valuable consideration the sufficiency of which is hereby acknowledged the Parties hereto agree as follows:

1. Authority.

1.1. Statutory Authority. Wisconsin Statutes § 66.0313 provides that any Wisconsin Municipality or County agency may contract with a requesting Wisconsin Municipality or County for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law.

1.2. Authority to Execute. Each Party represents that it, and the person(s) signing on its behalf, possesses the legal authority, pursuant to appropriate statute,

ordinance, resolution, or other official action of the Party's governing body or code, to enter into this Agreement and to bind the Party validly and legally to all terms herein.

2. Term.

2.1. Term. The Term of this Agreement shall commence on the effective date noted above and shall end upon the latter of the Property being razed and returned to a vacant lot or Watertown receiving funds due under the agreement from Jefferson.

3. Payments of Delinquent Taxes.

3.1 Payment Outstanding Taxes. Watertown shall pay to the Jefferson County Treasurer the outstanding tax obligation associated with the Property no later than December 31, 2023 in the amount of \$2,596.86 within 30 days of ownership of the property transferring to Watertown as payment in full for all outstanding tax obligations associated with the Property as of the date of the payment. If payment is made prior to December 1, 2023, this amount is subject to adjustment by the Jefferson County Treasurer.

3.2 Payment of 2023 Tax Obligations. Watertown shall pay to the Jefferson County Treasurer the tax obligations associated with the property for the 2023 tax year in the amount billed for the property which is estimated to be \$381.41 on or before January 30, 2024. If the actual amount payable for the 2023 tax year is different than stated in this paragraph, payment will be adjusted accordingly.

4. Payments to Watertown.

4.1. Payment upon Ownership. Jefferson shall pay to Watertown \$2,596.86, as adjusted, within 30 days of payment required under paragraph 3.1 above to assist with the costs of addressing safety issues at the Property.

4.2. Payment upon Razing. Jefferson shall pay to Watertown \$381.41, as adjusted, within 30 days of payment required under paragraph 3.2 above.

5. Watertown's Obligations for Parcel

5.1. Take Ownership of Parcel: Watertown shall accept ownership of the parcel within 60 days of this agreement.

5.2. Razing Structure. Watertown shall arrange to have the structure razed and returned to a vacant lot within 90 days of taking ownership of the parcel.

5.3. Vision Triangle. Watertown will take steps to redesign and address any concerns with the intersection at S. First St. and Western Ave. in the City of Watertown.

8. Records.

8.1. Parties to Comply. The Parties shall comply with all applicable local, state, and federal laws and requirements pertaining to razing a structure.

8.2. Wisconsin Public Records Law. Both Parties understand that the Parties are bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. Sec. 19.21 *et. seq.*

9. **Governing Law.** This Agreement, and all questions arising in connection herewith shall be governed by and construed in accordance with the internal laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in Jefferson County for matters arising under state law and in federal district court in the Western District of Wisconsin for matters arising under federal jurisdiction.

10. **Notices.** All notices required under this Agreement shall be provided to:

To City of Watertown: Watertown Public Works Department
c/o Jaynellen Holloway
106 Jones Street
Watertown, WI 53094
rkaminski@watertownwi.gov

With courtesy copy which shall not constitute notice to:

City Attorney Steven T. Chesebro
106 Jones Street
Watertown, WI 53094
schesebro@watertownwi.gov

To County of Jefferson: County Administrator Benjamin Wehmeier
311 S. Center Ave.
Jefferson, WI 53549
benjaminw@jeffersoncountywi.gov

11. **Additional Provisions.**

11.1. Further Assurances. The Parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the terms of this Agreement.

11.2. No Waiver. Any failure of a Party to assert any right under this Agreement, including but not limited to acceptance of partial performance or continued performances after a breach, shall not constitute a waiver or a termination of that right, this Agreement, or any of this Agreement's provisions.

11.3. Subcontracting. Neither Party shall subcontract for any of the work contemplated under this Agreement without obtaining the prior written approval of the other Party.

11.4. No Third-Party Beneficiary. No provision in this Agreement is intended to create or shall create any rights with respect to the subject matter of this Agreement in any third party, including but not limited to members of the general public.

11.5. Headings. The captions and headings of paragraphs and sections in this Agreement are for convenience of reference only and shall not be construed as defining or limiting the terms and provisions in this Agreement.

11.6. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

11.7. Survival. The terms of this Agreement and any exhibits and attachments that by reasonable implications contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable.

11.8. Counterparts. This Agreement may be executed in multiple parts. Signatures to this Agreement transmitted by facsimile or by electronic mail shall be valid and effective to bind the Party so signing.

11.9. Nondiscrimination. It is Watertown's policy not to discriminate against any qualified employee or qualified applicant for employment because of an individual's sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, victimhood of domestic abuse or sexual assault, past or present membership in the military service, HIV status, domestic partnership, genetic identity, homelessness, familial status, or an individual's affiliation or perceived affiliation with any of these categories, pursuant to the City of Watertown Employee Handbook of Policies and Procedures. The Parties will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964. The Parties agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, *et seq.*

SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)

The Parties have executed this Agreement as on the dates set forth below.

COUNTY OF JEFFERSON

BY: _____
Benjamin Wehmeier, Jefferson County Administrator

Dated this _____ day of _____, 2023

Approved as to Form and Execution:

J. Blair Ward, Jefferson County Corporation Counsel

Dated this _____ day of _____, 2023

CITY OF WATERTOWN

BY: _____
Emily McFarland, Mayor

Dated this _____ day of _____, 20__

Approved as to Form and Execution:

Steven T. Chesebro, City Attorney

Dated this _____ day of _____, 20__