

**Grant Agreement between Dodge County and City of Watertown
(Dodge County Community Development Grant Program)**

THIS AGREEMENT is made this ____ day of _____, 2026, by and between Dodge County (“County”), a quasi-municipal corporation organized pursuant to Chapter 59 of the Wisconsin Statutes with a principal place of business located at 127 E. Oak Street, Juneau, WI 53039, and the City of Watertown, a municipal corporation, organized pursuant to Chapter 62 of the Wisconsin Statutes, with a principal place of business located 106 Jones Street, Watertown, WI 53094 (“City” or “Grantee”), collectively, the “Parties”.

RECITALS

WHEREAS, on August 20, 2024, the Dodge County Board of Supervisors established the Dodge County Community Development Fund and the Dodge County Community Development Grant Program (“Program”) by adoption of Resolution No. 24-25 *Resolution Authorizing the Dodge County Community Development Grant Program*; and,

WHEREAS, the stated public purpose of the Program is to provide financial resources to Dodge County communities to foster investment partnerships, to reinvest County sales tax dollars in Dodge County communities to stimulate growth and economic vitality; and,

WHEREAS, Resolution No. 24-25 designated the Dodge County Executive Committee as the oversight committee for the Program, approved program guidelines and created an advisory committee for purposes of evaluating applications and making recommendations to the Executive Committee for grant awards; and,

WHEREAS, in 2025, the County solicited applications from Dodge County communities for the use of grant funds; and,

WHEREAS, on March 10, 2025, the City of Watertown authorized the submittal of an application requesting funding to support the completion of the Wilbur Street Extension between N. Votech Drive and Elba Street in the City of Watertown (hereafter “Project”), in an amount not to exceed \$100,000, as described in the attached Community Development Fund Grant Application attached hereto as Exhibit “A”; and,

WHEREAS, at its meeting on May 5, 2025, the Dodge County Executive Committee, on the recommendation of the Community Development Fund Advisory Committee, approved a grant award to the City of Watertown for the completion of the Wilbur Street Extension, awarding up to \$100,000 to the City for the purposes stated in the Exhibit “A” and as more specifically described herein; and,

WHEREAS, the Dodge County Executive Committee met on December 1, 2025, to consider the City’s request to reduce the number of housing units to be constructed, due to one of the developers listed in the City’s original grant application withdrawing its plan for development; and,

WHEREAS, at its meeting on December 1, 2025, the Dodge County Executive Committee approved the City’s request to reduce the number of housing units to be constructed; and,

WHEREAS, in reliance on the representations, certifications and warranties made by the City herein and in the City’s application, Exhibit “A”, attached hereto, the County is willing to provide a restricted grant in the amount of \$100,000 to the Grantee on the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereto agree as follows:

ARTICLE 1. NATURE OF THE RELATIONSHIP; DESCRIPTION OF PROJECT

- A. The Recitals set forth above are confirmed by the Parties, constitute material facts and are incorporated herein as if fully set forth in the body of this Agreement.
- B. In 2024, the Dodge County Board of Supervisors established the Dodge County Community Development Program and the Dodge County Community Development Fund by the adoption of Resolution No. 24-25.
- C. In 2025, the City applied for and was awarded a grant from the County for the Project described herein.
- D. By entering into this Grant Agreement, the City acknowledges receipt of the Dodge County Community Development Program Guidelines, which Guidelines are incorporated herein by reference, confirms that it has reviewed the provisions therein and agrees to comply in all respects with the provisions, terms and conditions set forth therein and further agrees to comply with all the terms, conditions and provisions of this Agreement and any additional conditions required by the Executive Committee at the meeting on May 5, 2025.
- E. Nothing in this Agreement shall be construed as establishing any other relationship between the Parties except that of an independent contractor relationship. Nothing herein shall be construed as creating an employer-employee relationship between the Parties to this Agreement. Further, nothing in this Agreement shall be construed so as to cause the Grantee’s employees, agents or contractors to be considered employees of Dodge County or any dual employment in the fulfillment of the Project described herein.
- F. Project. The City’s grant application proposes to assist with a planned residential development led by Habitat for Humanity of Waukesha and Jefferson Counties, for the construction of six (6) duplex buildings (12 housing units) along N. Votech Drive to be known as “College Park”, by completing the Wilbur Street extension. The total cost to complete the extension is estimated at \$320,644.11, with the City committing to fund the difference between the County’s grant of \$100,000 and the total cost of the extension. Habitat for Humanity of Waukesha and Jefferson Counties has two (2) parcels under contract from Madison Area Technical College which will be the location of the six (6) duplexes. For purposes of this Agreement, the Project is the installation of the infrastructure referred to in this Section F.
- G. Public Purpose. The Parties acknowledge that the Project consists of the installation of public infrastructure to support adding six (6) duplex buildings (12 housing units) constructed by

Habitat for Humanity of Waukesha and Jefferson Counties within the City of Watertown. Both the City and County have identified goals of increasing reasonably priced housing within the City and County for which this Project accomplishes. The City further identified goals of improving infrastructure in a growing residential area and ensuring accessibility for future residents and emergency services, both of which may be achieved by the completion of this Project.

ARTICLE 2. REPRESENTATIONS AND REQUIREMENTS OF THE GRANTEE

Grantee represents and warrants, and the County relies on said representations in making the herein described grant, as follows:

- A. **Organization; Authority; Power.** The Grantee is a municipal corporation, organized pursuant to Chapter 62 of the Wisconsin Statutes, with a principal place of business located at 106 Jones Street, Watertown, WI 53094. The Finance Committee of the City Council authorized the submittal of the City's application for Community Development Grant Funding for the City's identified Project, to receive the requested grant funding in an amount not to exceed \$100,000 as identified in Exhibit "A", to undertake and implement the use of the Grant funds described herein and to conduct all transactions contemplated by the foregoing including without limitation, compliance with the applicable federal and state laws and regulations, compliance with applicable state and local laws and regulations associated with the Project, recordkeeping and reporting required by the County. Grantee has duly and validly authorized the execution and delivery of the submittal referred to as Exhibit "A" and this Agreement, and by executing this Agreement, represents that it has all the necessary power and authority to do so and to bind the Grantee to its terms and conditions.
- B. **No Litigation.** No action, suit, proceedings, inquiry or investigation, at law or in equity, before any court, public body or board, other than those disclosed to the County in writing, is pending or, to the knowledge of the City's authorized representatives, threatened (1) seeking to restrain or enjoin the execution and delivery of this Agreement, or the undertaking of the Project (defined herein) or (2) contesting or affecting the validity of this Agreement or (3) contesting or affecting the validity of the corporate existence of the City or any of its authorized representatives executing this Agreement.
- C. **No Conflicts.** The authorization, execution and delivery of this Agreement, and performance by the City of the Project referred to herein and any the obligations of this Agreement, will not constitute a breach of, or a default under, any law, ordinance, resolution agreement, indenture or other instrument to which the City is a party or by which it or any of its properties is bound.
- D. **Information Submitted.** All information, reports, and other documents and data submitted by the City or on behalf of the City to the County in pursuit of County Community Development Grant for the Project including any documents, reimbursement requests, and certifications to be furnished are, or will be as of the date of furnishing same, true, correct, complete and accurate in all material respects. This statement applies to any and all documents submitted to the County Board of Supervisors and/or its Committees and/or County Staff upon which the

County relied in making its decision to grant its County Community Development Grant funds to the City.

- E. Ratification. By executing this Agreement, the City affirms and ratifies all statements, representations and warranties contained in all written documents that it has submitted to the County in pursuit of the County's Community Development Grant funds and in connection with this Agreement and Exhibit "A".
- F. Developer's Agreements. The City represents and warrants that the Developer's Agreements contain sufficient financial guarantees/sureties to complete the housing development in the event that the developer's default and will take all necessary steps to do so. No Grant funds set forth herein will be released by the County to the City until the City provides a fully executed Developer's Agreements to the County with terms consistent with this Section F.
 - a. Habitat for Humanity of Waukesha and Jefferson Counties. The City represents and warrants that, as of the effective date of this Agreement, it has a fully executed Developer's Agreement with Habitat for Humanity of Waukesha and Jefferson Counties for the construction of six (6) duplex buildings (12 housing units) on land owned by the Habitat for Humanity of Waukesha and Jefferson Counties located in the City of Watertown. The Developer's Agreement guarantees that six (6) duplex buildings (12 housing units) will be completed by December 31, 2028 and will reasonably priced for sale or rent by December 31, 2028..
- G. No TID Financing Involved. The City represents and warrants that the land described in the Developer's Agreement on which houses are to be built does not have access to a Tax Increment District (TID) financing and cannot be located in an existing TID.
- H. City's Contribution to the Project. The City represents that the extension of Wilbur Street has a funding gap of approximately \$100,000, which is roughly the amount of the difference between the City's contribution of approximately \$220,644.11 and the total estimated infrastructure cost of \$320,644.11. The City agrees to fund the infrastructure costs, administer the public improvements associated with this housing development and guarantee housing development outcome of a total of six (6) duplexes (12 housing units) being listed for sale or for rent.
- I. The City agrees to timely complete the Project (infrastructure installation) and seek reimbursement for same in an amount not to exceed \$100,000 no later than December 31, 2028 and enforce the terms of the Developers' Agreements to ensure that the housing development is completed as measured by the construction of a total of six (6) duplex buildings (12 housing units) being listed for sale or for rent no later than December 31, 2028.
- J. Permits; Compliance with Laws. The City agrees to comply in all respects with all federal, state and local laws and regulations for the placement and installation of the structures set forth in the Project Scope and obtain all federal, state and local permits for same.

- K. Reporting. The City agrees to comply with all reporting requirements set forth in this Agreement, the Program Guidelines and any request to appear at the Dodge County Executive Committee to give a status report on the housing development. The City acknowledges that, from time to time, County representative(s) may visit the site of the Project.
- L. Return of Funds. The County reserves the right to recall any and all funding provided to the City under this Agreement upon the City's failure to meet the deadlines and fulfill its obligations in this Article 2, including but not limited to completing the installation of infrastructure and ensuring the Developers' performance of the construction of a total of six (6) duplex buildings (12 housing units). The City's failure to meet the deadlines may result in termination of this Agreement with prior written notice to the City, no disbursement of County Community Development Grant funds to the City and recall of all funds disbursed by the County to the City as of the date of termination. In the event that the County determines it is necessary to recall disbursed Grant funds, the County, in its sole discretion, may pro-rate the amount to be recalled based on the status of the Project and/or number of duplexes constructed and listed for sale or for rent.
- M. Compliance with Laws and Regulations. City agrees that the Project shall be constructed or undertaken in full compliance with all applicable federal, state and local laws and regulations, including but not limited to bidding, procurement, equal employment and anti-discrimination laws and regulations.
- N. Subcontractors. To the extent that the City subcontracts work contained within the Project or contracts with suppliers for materials required to complete the Project, the City agrees to bind every contractor, subcontractor and supplier to the requirements of this Agreement, including the foregoing provision, and the Indemnity and Insurance provision of this Agreement.

ARTICLE 3. GRANT; PROJECT SCOPE; REIMBURSEMENT

- A. Grant. The County agrees to make and the City agrees to accept, on the terms and conditions stated herein, a Grant in an amount not to exceed \$100,000 as described in application (Exhibit "A") for the purpose described therein. Grantee agrees to provide all labor, equipment, services and materials to accomplish the Project Scope described below.
- B. Project Scope. The Grant is being made solely to finance the Project described in Article 1.F., which includes all project specific materials, labor, equipment and services for the installation of infrastructure to support the housing development extension of Wilbur Street in the City of Watertown.
- C. Use of Funds. The City agrees to use the Grant funds solely for the purposes described in these Sections A and B. Use of the Grant funds for any other purpose including but not limited to City operations, payroll, administrative expenses, professional expenses not associated with the Project Scope, as a pass through to a private entity or developer or payment of debt, shall constitute a breach of this Agreement and may result in the County's termination of this Agreement and recall of all funds disbursed to the City per Article 7, Section F.

D. Grant Expenditure Schedule. The Grantee will not seek reimbursement for any Project costs other than those incurred on or after January 1, 2025. This Grant is a reimbursement grant only. All Grant proceeds referred to herein that have not been distributed by the County in response to a valid reimbursement request by the City thirty (30) days after the City's final payment of infrastructure installation (Project) costs are withdrawn by the County.

E. Grant Reimbursement Requests. Requests for reimbursement may be submitted no more often than semi-annually (January 1 and July 1) provided that the reimbursement request is for work completed on the Project. Final reimbursement request shall be submitted no later than the semi-annual request date or thirty (30) days after the City's final payment for the Project, whichever comes first.

1. Submit reimbursement requests with all supporting documentation to Dodge County to:

Nate Olson, Community Development Administrator
Land Resources and Parks Department
127 E. Oak Street
Juneau, WI 53039

2. Each reimbursement request shall contain a certification that the work identified in the request was completed consistent with the Project Scope and that the equipment, materials or facility is installed, operational and satisfies the requirements in this Agreement and is an allowable use of funds per Article 3.C.

3. Reimbursable expenses shall be limited to work performed to complete the Project Scope described herein, and in no case shall exceed the amount of the Grant. Administrative and professional expenses are not reimbursable.

4. No reimbursement from County Grant funds shall be requested until both the City and Developers have made their respective contributions to the infrastructure installation (Project).

F. No costs incurred prior to January 1, 2025 shall be eligible for reimbursement.

G. Non-appropriation clause. Notwithstanding any of the other termination clauses herein, County reserves the right to terminate this Agreement by providing written notice to City upon the County's determination that the Community Development Grant funds cease to exist or the program is terminated.

ARTICLE 4. COUNTY RESPONSIBILITIES.

For its part, the County:

A. Agrees to, upon receipt of a certified reimbursement request, timely distribute the funds to City.

- B. Agrees to provide notices and take other actions contemplated by this Agreement to implement the action approved by the Dodge County Board of Supervisors in Resolution No. 24-25 approving the Dodge County Community Development Grant Program and/or the Dodge County Executive Committee.
- C. Comply with its reporting requirements associated with the County's Community Development Grant Program.

ARTICLE 5. TERM; TERMINATION; CANCELLATION

- A. Term. This Agreement shall remain in effect until one or more of the following events has occurred:
 - 1. The Grantee and County replace this Agreement with another written agreement;
 - 2. All of the Grantee's obligations under this Agreement have been discharged, including but not limited to the completion of the Project, other obligations contained in Article 2 or any obligation to reimburse the County for its disbursements of the Grant;
 - 3. This Agreement has been terminated pursuant to Section B. of this Article 5 below.
 - 4. This Agreement is not renewable.
- B. Termination by County. The County, in its sole and absolute discretion, may terminate this Agreement if any one of the following occurs:
 - 1. Grantee has breached any provision of this Agreement including but not limited to failure to meet the Project deadlines, failure to meet the reporting requirements, use of the funds for a purpose other than the Project or has failed to comply with any applicable state or federal law or regulation applicable to the Project and/or the Grant; or,
 - 2. If any representation, warranty or certification made by the Grantee in its submittal, subject to Article 2.D., this Agreement or other supporting documentation has been found to be inaccurate or incorrect in any material respect.
- C. Notice of Termination. The County shall promptly provide Grantee with written notice of termination of this Agreement and the Grant setting forth the reason(s) for termination and the effect date of said termination.
- D. Effect of Termination. Upon termination under Article 5.B., the Grantee shall reimburse the County for all Grant disbursements issued as a result of a City breach of this Agreement, as of the effective date of the termination on a schedule negotiated in good faith between the County and the Grantee, but in no event shall said reimbursement be more than thirty (30) days from the effective date of said termination.

ARTICLE 6. REPORTING REQUIREMENTS; RECORDKEEPING

- A. Reporting. The City shall comply with the reporting requirements set forth in the Program Guidelines, incorporated herein. In addition, the City shall provide an initial report the status of its Project by November 1, 2026 by submitting a written progress report to the Dodge County Community Development Administrator at the address set forth in Article 3. Progress reports shall be submitted at least every 6 months thereafter.
- B. Recordkeeping. The City shall do all of the following:
1. Maintain written and electronic records it generates as a result of the project and services described in this Agreement including but not limited to project records and financial records. The City shall retain and make available to County, upon request, all project and financial records for six (6) years after the conclusion of this Agreement. The City shall make such records available no later than five (5) business days of the County's request. In lieu of providing records upon request of County, the City may transfer any and all records pertaining to the Grant and the Project funded by the Grant to County for retention.
 2. Provide County and its auditors access to and the right at any time, with 48 hours prior written notice, during normal business hours to examine, audit, excerpt, transcribe and copy any records and files involving transactions relating to the project including any fiscal aspects of the Project.
 3. Provide County and its auditors access to and the right at any time, with 48 hours prior written notice, during normal business hours to examine, audit, inspect and analyze any and all items, equipment or supplies purchased or constructed in whole or in part using funds provided by the Grant that is the subject of this Agreement.
 4. Cooperate with County's Finance Department and Auditor by timely providing access to or copies of project and financial records upon request and at no cost to County or, in lieu of providing documents upon request, transfer all project and financial records to the County for retention by the County.
- C. This Article shall survive the termination of this Agreement.

ARTICLE 7. INDEMNITY; INSURANCE; RECOUPMENT

- A. The City agrees to indemnify, save harmless and defend Dodge County, its officers, employees and representatives from and against any and all claims, demands, lawsuits, actions, liability, loss, damages, costs or expenses of any kind, whether personal injury or property damage, which Dodge County, its officers, employees, and representatives may sustain, incur, or be required to pay by reason of any person suffering, personal injury, death or property loss resulting from the City's acts or omissions associated with the Project Scope by the City under this Agreement; however, the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of Dodge County.

- B. The City agrees to indemnify, save harmless and defend Dodge County, its officers, employees and representatives from and against any and all claims, demands, lawsuits, actions, liability, loss, damages, costs or expenses of any kind, which Dodge County, its officers, employees, and representatives may sustain, incur, or be required to pay by reason of any person including the City's employees or agents suffering injury, death, damages or losses resulting from the City's acts or omissions associated with or undertaken in conjunction with this Agreement.
- C. The City agrees to indemnify, save harmless and defend Dodge County, its officers, employees and representatives from and against any and all claims, demands, lawsuits, actions, liability, loss, damages, costs or expenses of any kind, which Dodge County, its officers, employees, and representatives may sustain, incur, or be required to pay by reason of the City's Project or the City's failure to comply with the provisions of this Agreement.
- D. The City agrees that, in order to protect itself and Dodge County, its officers, employees and representatives under the indemnity provisions listed above, it will at all times during the terms of this agreement keep in full force and effect comprehensive general liability insurance and auto insurance liability policies, issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Office of the Commissioner of Insurance, with liability coverage provided for therein in the amounts of at least \$1,000,000 for injury and/or damages to any one person; \$1,000,000 for property damages and/or damages arising from any one incident; automobile liability with a combined single limit of \$1,000,000; and at least \$5,000,000 umbrella liability per occurrence. Coverage afforded shall apply as primary, with Dodge County, its officers, employees and representatives as additional named insured. Dodge County shall be given (10) days advance notice of cancellation or non-renewal during the term of this Agreement. Upon execution of this Agreement, the City shall furnish Dodge County with a certificate of insurance and, upon request, certified copies of the required insurance policies. In the event of any action, suit, or other proceeding is brought against Dodge County upon any matter herein indemnified against, Dodge County shall, within five (5) working days, give notice thereof to the City and shall cooperate with the City's attorneys in the defense of the action, suite or other proceeding. (Certificate of Insurance shall be furnished to Dodge County by the City prior to commencement of services). Dodge County reserves the right to payment until satisfactory certificate of insurance is provided.
- E. The City shall maintain Worker's Compensation Insurance for all its employees to be engaged in work for the City under this contract and, in case of any such work sublet, the City shall require the Contractor or Subcontractor similarly to provide Worker's Compensation Insurance for all of the contractor's or subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the City's Worker's Compensation Insurance.
- F. Recoupment by County. The Grantee acknowledges that it is responsible for compliance with this Agreement and all state and federal laws and regulations applicable to the Project. Grantee further acknowledges that breach of this Agreement and/or any of the documents mentioned in this Section F. may result in all or a portion of the Grant funds becoming subject to recoupment or recall by the County. In the event of recoupment, the County will notify the Grantee in writing and the Grantee shall promptly and no later than thirty (30) days of receiving said notice, return to the County the Grant proceeds subject to recoupment. In addition, Grantee shall be responsible for, and hereby agrees to promptly pay or reimburse the County for all reasonable costs, including attorney's fees and penalties, incurred by the County, its

employees, officers and agents relating to or arising out of such recoupment including but not limited to costs associated with investigation, audit and/or collection efforts.

G. This Article shall survive the termination of this Agreement.

ARTICLE 8. MISCELLANEOUS

A. Notices. All notices and correspondence shall be deemed made if sent by electronic mail, U.S. mail, or in person to:

FOR DODGE COUNTY:
County Clerk
Dodge County Administration Building
127 E. Oak Street
Juneau, WI 53039
dvanegtern@co.dodge.wi.us

With a cc: to:
Corporation Counsel
Dodge County Administration Building
Fourth Floor
127 E. Oak Street
Juneau, WI 53039

FOR MUNICIPALITY:
City of Watertown
City Clerk
106 Jones Street
Watertown, WI 53094

With a cc: to
City of Watertown
City Attorney
106 Jones Street
Watertown, WI 53094

- B. Business Relationship. Nothing in this Agreement is intended to nor shall it constitute a joint venture, partnership or formal business relationship of any kind other than as noted in Article 1. The rights and obligations of either party shall be only those expressly stated in this Agreement. Nothing in this Agreement is intended to nor shall it constitute a joint venture, partnership, formal business relationship or any relationship of any kind between the County and the developer referred to herein.
- C. Assignment. Neither party shall assign or otherwise transfer its rights or delegate its obligations under this Agreement. Any attempted assignment, transfer, or delegation shall be void and considered an event of default.
- D. Modification; Amendment. This Agreement may be modified or amended at any time by mutual agreement, memorialized in writing, signed by the Parties and attached hereto. In the

event that the Dodge County Community Development Grant Program is modified, amended, or extended, this Agreement shall be modified to incorporate such amendment or extension.

- E. Waiver. Failure or delay by either party to exercise any power or right herein shall not constitute a waiver of such power or right.
- F. Entire Agreement. This Agreement including the Exhibits contain all the agreements, representations, warranties and understandings of the Parties hereto and supersedes and replaces any and all previous understandings, commitments, or agreements, oral or written, related to the contents of this agreement set forth herein.
- G. Binding Agreement. This Agreement is, or when executed and delivered will be, the legal, valid and binding obligation of the Grantee, enforceable in accordance with its terms subject only limitations on enforceability imposed in equity or applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights.
- H. Severability. If any part, term, or provision of this agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this agreement, the validity of the remaining portions and provisions shall not be affected hereby. The failure of a party to enforce any provision in this agreement shall not be deemed a waiver of such right.
- I. Exhibits; Attachments; Counterparts; Electronic Signatures. Each exhibit or other attachment hereto or incorporated by reference are integral parts of this Agreement. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original. Counterparts may be delivered by U.S. mail, facsimile, electronic mail or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for its purposes.
- J. Further Assurances. Grantee agrees that it will, from time to time, execute, acknowledge and deliver such further instruments or documents as may reasonably be required for carrying out the intentions or facilitating the performance of this Agreement.
- K. Third-Party Beneficiaries. This Agreement is exclusively between the County and the City and does not nor is it intended to create any privity of contract with any other party not a party hereto, other than those indemnified in Article 7, nor to imply a contract in law or fact. The County is not obligated nor will it disburse Grant funds on any contract, or otherwise, between the City and any other party, nor will the County assume any direct obligation for payment for work, goods, supplies, materials or other performance under such contracts. The obligation to pay any amounts due under such contracts is solely the responsibility of the Grantee. Nothing herein, express or implied is intended to or shall confer upon any other person any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement between the County, the City and those indemnified in Article 7.
- L. Civil Rights Compliance. Recipients of Federal financial assistance from the U.S. Department of Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds including but not limited to ensuring that benefits or services are not denied based on race, color, national origin, disability, age, or sex and further that such recipients of Federal funds comply with: Title VI of the Civil Rights Act of 1964

(Title VI), as amended or interpreted; Section 504 of the Rehabilitation Act of 1973, as amended or interpreted; Title IX of the Education Amendments; Age Discrimination Act of 1975, as amended or interpreted.

M. Governmental Immunities and Notice Requirement Preserved. Nothing in this Agreement shall be construed to be a waiver or modification of the governmental immunities or notice requirements imposed by Wis. Stat. §893.80 or any other law.

In Witness Whereof, the Parties hereto have caused this Grant Agreement to be duly executed as of the date listed above.

DODGE COUNTY, WISCONSIN

Signature: _____

Signature: _____

Print Name: David Frohling

Print Name: Danielle Van Egtern

Title: Dodge County Board Chairman

Title: Dodge County Clerk

Date: _____

Date: _____

CITY OF WATERTOWN, WISCONSIN

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Community Development Fund Application

Section 1: General Information

Project Name:

Wilbur Street Extension Project

Municipality/Organization:

City of Watertown
106 Jones Street
Watertown, WI 53094

Prepared by:

Mason Becker
Manager of Economic Development and Strategic Initiatives

Date Submitted:

April 11, 2025

Amount Requested:

\$100,000.00

Phone:

920-206-4266

Email:

mbecker@watertownwi.gov

Section 2: Project Summary:

The City of Watertown is requesting a \$100,000 grant from Dodge County's Community Development Fund to support the completion of the Wilbur Street extension between N. Votech Drive and Elba Street. The total estimated project cost is \$320,644.11, with the City committed to funding the remaining street portion of the project (this will come from existing Public Works Department- street project budgeted funds and possibly TID #4 2025 closeout funds, if needed). Some elements (such as stormwater management) will be a cost share with the two developers

involved. This project represents a strong collaboration between public and private stakeholders to advance community development and workforce housing initiatives.

The project is critical to supporting planned residential development, particularly affordable housing efforts led by Habitat for Humanity of Waukesha and Jefferson Counties.

Habitat for Humanity, which has secured a grant from the Quirk Foundation as well as financial support from the Greater Watertown Community Health Foundation and Compeer Financial, plans to construct six duplex buildings (12 total housing units) along N. Votech Drive to be known as “College Park”. To facilitate this development, Habitat for Humanity has two parcels under contract from Madison Area Technical College.

Additionally, a private developer, Hector Hinojosa (dba R&H Rentals, LLC), owns lots located along the eastern portion of the block and plans to construct 12 duplex buildings (24 total housing units), further enhancing the availability of workforce housing. Mr. Hinojosa has stated that completing this street will make it much easier for him to bring these new housing units forward.

While City ordinances typically require property owners to pay for street improvements, the City recognizes the importance of supporting nonprofit initiatives like Habitat for Humanity, which provides essential workforce housing in an affordable range. To make this project financially viable, and to ensure the units will be affordable to the future homeowners, the City is taking an active role in securing funding for construction of this street. The City's Finance Committee reviewed and authorized the pursuit of the Community Development Fund grant on March 10, 2025, to help offset infrastructure costs and support this collaborative development effort.

The City of Watertown’s **2019 Comprehensive Plan** (https://core-docs.s3.us-east-1.amazonaws.com/documents/asset/uploaded_file/5330/COW/5195762/2019_Adopted_Watertown_Comprehensive_Plan.pdf) shows this neighborhood area as appropriate for Two-Family Residential development. While the two parcels being purchased by Habitat for Humanity were shown as Institutional in the Plan (due to being owned by Madison College), a Plan Amendment is in process to change this to Two-Family Residential to match the rest of the neighborhood and has already passed its first reading unanimously with no opposition. Two-Family Residential zoning is already in place for this entire project area. Further, completing the extension of Wilbur Street will ensure that this residential block matches the development pattern in the surrounding neighborhood area.

This excerpt from the City's 2019 Comprehensive Plan confirms these plans align with the goals identified in the Plan:

“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.”

The City of Watertown also began to focus on the issue of available workforce housing in 2022, with the creation of the **“City of Watertown Workforce Housing Action Plan 2022-2024”** (see attachment). This report was created in conjunction with the Greater Watertown Community Health Foundation, Movin' Out, and Cedar Corporation. This report identified multiple causes of the current housing shortage, including incomes not keeping up with housing prices, decreased housing production since 2028, construction material rising costs, and other related factors (page 5-6).

One of the strategies identified in the report, 5.2.7 mentions: **“Seek out and utilize available grants to facilitate affordable workforce housing projects** (Planning Staff). Incorporate a grant writing strategy to all residential development projects so that city and private sector investments are leveraged to the maximum extent. **This includes seeking grants to reduce infrastructure,** park and recreation, trail construction, and even land acquisition and building costs. Use any available grants as a negotiating item during the creation of developer's agreements.” (page 65)

Further, **Dodge County's 2015 Comprehensive Plan** (<https://dodge-county-cpu-cedarcorp.hub.arcgis.com/pages/documents>) confirms that these plans also align with the goals of the county to promote workforce housing development:

“Dodge County has and will continue to **provide a variety of housing types** that support all income levels. The County has also recognized that the aging of the population will require a variety of housing types to allow current residents to remain in the community. Housing in the County will continue to include single family homes, **duplexes**, multi-family units, and mobile homes; which should accommodate all residents. Refer to the Future Land Use Map and associated text for further information on the County's plans for accommodating housing for all income levels.” (Page 2-7)

The proposed development also fits with section 2.6: “Promoting Availability of Land for Development/Redevelopment of Low-Income and Moderate-Income Housing”

“**Promoting the availability of underdeveloped or underused land is one way to meet the needs of low and moderate income individuals.** The County needs to ensure there is an adequate supply of land that is planned or zoned for housing at higher density or for multi-family housing should demand warrant the need for such housing in the future. The County does currently have an adequate supply of available land for low to moderate income housing within the city and village boundaries. The County should use this plan in coordination with developed goals, objectives, and policies to promote the availability of such housing if a need is present.” (Page 2-7)

The proposed development also meets the policies outlined in section 2.10, including #2: “**Residential in-fill development shall be given priority over the development of areas currently not occupied by residential structures,**” and #3 “**Residential development should be pursued on lands adjacent to existing developed areas.**” (Page 2-9)

Project Scope & Goals:

- **Scope:** Construction of roadway surface, including curb and gutter, for the platted Wilbur Street extension between N. Votek Drive and Elba Street. This roadway will be constructed over existing water and wastewater public utility lines. Stormwater improvements will also be a required element of this project, per City of Watertown ordinances.
- **Goals:**
 - Support affordable workforce housing development.
 - Enhance collaboration between public and private stakeholders.
 - Improve infrastructure in a growing residential area.
 - Ensure accessibility for future residents and emergency services.

Section 3: Project Budget and Financial Analysis:

Project Budget:

- **Total Project Cost:** \$320,644.11
- **Grant Request:** \$100,000
- **City Contribution:** \$100,000
 - This will be covered by funds available in the City's 2025 streets program budget, and leftover funds from the closure of TID #4, if needed.
 - The remaining expenses (such as stormwater management improvements) will be covered by a cost-share with the private developers
- **Expense Breakdown (provided by City of Watertown's Public Works Department):**
 - Roadway construction: \$174,008.95
 - Stormwater improvements: \$112,280.43
 - Contingency (12%): 34,354.73
 - **Total:** \$320,644.11

Proforma Analysis:

A construction proforma for Habitat's College Park project is attached ("Habitat College Park Construction Proforma"). A proforma from Hector Hinojosa is not available at this date.

This project will bring the two parcels owned by Madison College back on the property tax rolls and bring the currently undeveloped land owned by R&H Rentals LLC to an improved higher use, also adding to the tax base for the affected taxing jurisdictions.

The projected construction budget for Habitat's College Park project is approximately \$4.5 million, per Melissa Songco of Habitat for Humanity - Jefferson and Waukesha Counties.

The estimate provided by Hector Hinojosa of R&H Rentals, LLC for his project is approximately \$8-10 million.

A Tax Summary Analysis on the direct, indirect, and induced economic value of the proposed total of 18 duplex builds, based on \$13.5 million of construction costs, is attached ("MadREP Tax Summary 041025").

Local Funding:

The City of Watertown will fund up to \$100,000 for this project through unspent funds in the City's 2025 Streets Program budget. If necessary, funds from the 2025 closure of Tax Increment District (TID) #4 may also be utilized. The developers will share in the cost of the stormwater improvements, with the City's portion of the stormwater management facility coming out of the City's Stormwater Utility fund.

Section 4: Issue:

The need for more workforce housing is well-identified in the City of Watertown, as well as in the surrounding area, including both Jefferson County and Dodge County. Construction of new housing over the past few years has not kept pace with demand.

The results of one housing study shared by the Greater Watertown Community Health Foundation show that the City is currently short of its need by 2,800+ housing units (a combination of owner-occupied and rentals). While the City currently has over 800 units in its projected pipeline, this still falls far short of meeting this identified need. Further, many local employers express concern for the lack of housing for their employees, which can hinder economic growth and job creation efforts in the area.

While the City is moving forward with new subdivisions and projects like Rock River Ridge on the former Bethesda property, infill development opportunities such as this one are key to ensuring that residents at all demographic and income levels have housing options available.

Section 5: Project Objective and Measurable Outcomes:

Objectives:

The Wilbur Street extension is a crucial component of a larger, cooperative effort to expand workforce housing and improve municipal infrastructure in Watertown. By partnering with Habitat for Humanity, a nonprofit dedicated to creating affordable homeownership opportunities, and a private developer investing in additional housing, the City is fostering a collaborative approach to community development.

This project will ensure the long-term viability of new housing in the area by improving road infrastructure, which is essential for accessibility and emergency services. By taking on a portion of the street costs, the City is making it more feasible for Habitat for Humanity as well as the

private developer to proceed with much-needed housing development. The investment will help address the pressing need for workforce housing and contribute to the economic and social vitality of both the City of Watertown and Dodge County.

The project includes sidewalk on one side of the street, and will possibly include a bike path, if timing and implementation with the City's Bike & Pedestrian Plan allows. This plan is currently under development.

Measurable Outcomes:

Measurable outcomes will include the successful construction of the **six duplex builds** planned by Habitat for Humanity, along with the future **12 duplexes** planned by Hector Hinojosa. This will add a combined total of **36 new quality housing units** to our City. Further, the increase to the property tax base will be beneficial to all of the various taxing jurisdictions.

It is worth noting that no other financial assistance is being sought for this project, and the City is not being asked to provide any Tax Increment Financing (TIF) incentives or to create a new Tax Increment District (TID) to support these developments.

Section 7: Community Actions and Project Partners:

In 2022, the City participated in a Workforce Housing Study conducted by the Greater Watertown Community Health Foundation and Movin' Out, along with Cedar Corporation (see attachment), that detailed the City's need for more workforce housing. The City has carried out several of the recommendations in that report, including identifying sites for potential housing development, creating a Housing Rehab Grant Program administered by the Watertown Redevelopment Authority (RDA), and using TIF incentives to support housing development. The City is also pursuing a Zoning Code Rewrite with Vandewalle & Associates, which will help modernize the zoning code, including residential zoning districts (this rewrite is starting in April 2025 and will be completed in 2026).

Since 2022, the City of Watertown has also approved several new housing developments, including Rock River Ridge, Edge Field, and the Enclave, which includes an overall mix of different housing types: single-family, small lot single-family, duplexes, twinhomes, and apartments. Additionally, three currently vacant downtown riverfront properties are being evaluated by private developers for new multifamily infill housing projects, notably the Oxbow, a new apartment and townhome project which will be located on the former Johnsonville factory

site. Across the community, the City continues to work with private developers on several other sites for potential housing projects.

The City created TID #8 in 2021 to support downtown redevelopment, including multifamily residential, and created TID #9 in 2024 to support Lumin Terrace, a multifamily housing project which is part of the Rock River Ridge development.

The Wilbur Street project aligns with the goals and actions taken by the City to address the identified housing shortfall, across a range of both rental and owner-occupied project types.

Project Partners:

- City of Watertown
- Habitat for Humanity of Waukesha and Jefferson Counties
- Hector Hinojosa (R&H Rentals, LLC)
- Quirk Foundation
- Greater Watertown Community Health Foundation
- Compeer Financial
- Madison College

Section 8: Project Feasibility and Implementation:

Project Timeline:

Please see the attached document **“Wilbur Street 2026 Proposed Project Schedule”** outlining the City’s proposed timeline for implementation of the Wilbur Street Project, including survey, engineering & design, construction, etc.

The proposed timeline has the initial survey and design work commencing in May 2025 (pending grant award approval), additional bidding and other associated tasks occurring in later 2025 and early 2026, and construction work commencing in June 2026. The City’s Public Works Department feels this is a realistic timeline for implementation and completion of this infrastructure project.

Resources:

As described, the City will fund its portion of this project with remaining funds from the City's 2025 Streets Budget and will use 2025 TID #4 closeout funds if necessary, pending awarding of this grant.

Personnel:

The City of Watertown's Public Works Department will be responsible for ensuring the proper installation of the roadway. A private contractor may be utilized for the construction of the street, if the City's Street Division does not have capacity for the project.

The following City of Watertown team members will play key roles in this phase of the project:

Andrew Beyer
Director of Public Works/City Engineer
abeyer@watertownwi.gov

Nathan Williams
Civil Staff Engineer
nwilliams@watertownwi.gov

Ritchie Piltz
Engineering Projects Manager
rpiltz@watertownwi.gov

Maureen McBroom
Stormwater Project Manager
mmcbroom@watertownwi.gov

Section 9: Additional Information:**Attachments:**

- Habitat College Park current site plan
- Wilbur Street GIS map.
- Habitat College Park Construction Proforma
- Formal request letter to construct Wilbur Street from Melissa Songco, CEO of Habitat for Humanity of Waukesha and Jefferson Counties

- Letters of support from Mayor Emily McFarland, Habitat for Humanity, Hector Hinojosa, and Madison Area Technical College.
 - City of Watertown Housing Action Plan April 2022
 - Wilbur Street 2026 Proposed Project Schedule
 - Wilbur Street Project Cost Estimate
 - MadREP Tax Summary
-

Conclusion:

The City of Watertown, in collaboration with Habitat for Humanity, the Quirk Foundation, Compeer Financial, the Greater Watertown Community Health Foundation, Madison Area Technical College, and Hector Hinojosa of R&H Rentals, LLC, seeks this grant to complete a critical infrastructure project that will enable significant infill housing development. This initiative represents a joint effort between public and private stakeholders to enhance the City's housing stock and support economic growth.

The City appreciates your consideration of this application and looks forward to this opportunity to enhance infrastructure and expand workforce housing opportunities for Watertown residents.

Submitted by:

Mason Becker

Manager of Economic Development and Strategic Initiatives

City of Watertown

April 11, 2025

