

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__