

COMMON COUNCIL AGENDA
May 24, 2021
REEDSBURG CITY HALL COUNCIL CHAMBERS
6:00 PM

DUE TO THE RESTRICTIONS CAUSED BY THE COVID-19 PANDEMIC, SOME VOTING MEMBERS MAY BE PRESENT VIA TELECONFERENCE OR VIDEO CONFERENCE, AS PROVIDED BY THE RECOMMENDATIONS OF THE WISCONSIN DEPARTMENT OF JUSTICE. [HTTPS://WWW.DOJ.STATE.WI.US/NEWS-RELEASES/OFFICE-OPEN-GOVERNMENT-ADVISORY-CORONAVIRUS-DISEASE-2019-COVID-19-AND-OPEN-MEETINGS](https://www.doj.state.wi.us/news-releases/office-open-government-advisory-coronavirus-disease-2019-covid-19-and-open-meetings)

CALL TO ORDER:

ROLL CALL:

PLEDGE OF ALLEGIANCE:

THE COUNCIL WILL RECEIVE INFORMATION ON NON-AGENDA TOPICS BROUGHT BEFORE THE COUNCIL BY MEMBERS OF THE PUBLIC. THE COUNCIL WILL NOT DISCUSS THESE TOPICS, AND WILL NOT TAKE ACTION ON ANY OF THEM AT THIS MEETING.

I. CONSENT AGENDA (ONE MOTION APPROVES ALL ITEMS):

1. Approve minutes for the meeting held on May 10, 2021
2. Approve/Deny: Amusement license for Mr. Ed's Midway for Butterfest, June 16-20, 2021 at Nishan Park, 1411 Viking Drive.
3. Approve/Deny Application for Temporary Class B/Class B Retailer's License for Butterfest, June 16-20, 2021 at Nishan Park, 1411 Viking Drive.
4. Approve/Deny Application for Temporary Class B/Class B Retailer's License for Reedsburg Young Professionals for Butterfest from June 16 - 20, 2021 for the RACA Building, 1411 Viking Drive.

II. GENERAL BUSINESS:

1. Presentation: Reedsburg Area High School building projects at 134 Eagle Street & 525 Laurel Street.
2. Approve/Deny: Resolution 4438-21 ordering the removal of personal property and razing of the buildings at 101 Logelin Drive, Reedsburg, WI.

III. RECOMMENDATIONS FROM BOARDS, COMMITTEES AND COMMISSIONS:

1. Plan Commission: Approve/Deny: Resolution 4440-21 - Certified Survey Map for 927/929 Exhibit Circle, parcel # 276-2408-14300, zero lot line.
2. Public Works: Approve/Deny: Resolution 4439-21 reviewing the Compliance Maintenance Annual Report for the Wastewater Treatment Plant.

IV. COMMISSION, COMMITTEE, BOARD AND STAFF REPORTS:



The City of Reedsburg does not discriminate on the basis of disability in the admissions or access to, or treatment of or employment in, its programs or activities. Disability-related aids or services, including printed information in alternate formats, to enable persons with disabilities to participate in public meetings and programs are available by calling (608) 524-6404. To be able to meet the needs of a request for a different format contact the City Clerk-Treasurer at 134 S. Locust Street, Reedsburg, WI at least 48 hours prior to the commencement of the meeting so that any necessary arrangements can be made to accommodate each request.

1. 2nd Meeting Committees: Parks & Recreation, Public Works, Utility Commission, Plan Commission, Historic Preservation, Library Board, Zoning Board, CDA (any other committees or commissions with report).

V. OFFICE OF THE MAYOR:

VI. CLOSED SESSION:

1. Per section 19.85(1)(e) of the Wisconsin statutes, the Common Council will consider entering closed session for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, specifically related to the extension of municipal sewer and water and use of potential ARPA funding. The Common Council will reconvene into Open Session to make a decision on any items discussed in Closed Session, if appropriate.

VII. ADJOURN:

1. After Adjournment: NOTICE OF QUORUM

NOTICE IS HEREBY GIVEN that a quorum of the Common Council for the City of Reedsburg may be present on Monday, May 24, 2021 after the scheduled Common Council meeting has adjourned to tour the Reedsburg Area High School - Weight Room Facility, 1100 S. Albert Avenue. This project area is sensitive and not open to the public.



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City of Reedsburg Meeting of the Common Council
April 26, 2021

Present: Mayor Dave Estes, Alderpersons Darrin Frye, Craig Braunschweig (arrived at 6:04 p.m.), Jason Schulte, Mike Gargano, Missy Frenz, Phil Peterson, Tom Seamonson, Dave Knudsen, and Adam Kaney.

Absent: None.

Others Present: City Administrator Tim Becker, City Clerk-Treasurer/Finance Director Jacob Crosetto, Police Chief Pat Cummings, City Attorney Derek Horkan, Parks and Recreation Director Matt Scott, Citizens, Press.

Mayor Dave Estes called the regular session of the Common Council to order at 6:00 p.m. in the Common Council Chambers.

Approve Consent Agenda: consisting of the minutes from the Common Council meetings held on April 26, 2021; April 2021 paid bills; Mayoral Proclamation recognizing Police Week 2021; Mayoral Proclamation recognizing EMS Week 2021; Mayoral Proclamation recognizing Professional Municipal Clerks Appreciation Week 2021; Appointment of Samantha Ruiz to the Reedsburg Historic Preservation Commission; Appointment of Beth Stoughtenger-DeForge to the Community Development Authority; and April 2021 Building Permit Report.

Motion: Braunschweig, Second: Kaney to approve the consent agenda. Motion carried 9-0.

RECOMMENDATIONS FROM BOARDS, COMMITTEES AND COMMISSIONS

- A. Plan Commission: Approve/Deny: Bid Proposal for the 2022 Comprehensive Plan
 - a. **Motion: Gargano, Second: Schulte to approve the bids as presented and to select Foth Infrastructure & Environment, LLC. Motion carried 9-0.**

Motion: Seamonson, Second: Frye to adjourn.

Motion carried 9-0. Meeting adjourned at 6:11 p.m.

Respectfully submitted,

Jacob Crosetto
City Clerk-Treasurer/Finance Director

Application to Maintain and Operate Amusements and Games

To the Honorable Mayor and Common Council
of the City of Reedsburg, Wisconsin:

I (we) hereby apply for a license to maintain and operate pin-ball machines, shuffle boards, music boxes or any form of game operated for profit, under Ordinance No. 415 in the City of Reedsburg, Wisconsin.

<u>No.</u>	<u>Ownership</u>	<u>Ttl. Amount</u>
_____ Shuffle boards	_____ @ \$5.00	\$ _____
_____ Pin-ball Machines	_____ @ \$5.00	\$ _____
_____ Music boxes	_____ @ \$5.00	\$ _____
<u>carnival</u>	<u>Mr. Ed's Midway @</u>	<u>125⁰⁰</u>
_____	_____ @	_____
_____	_____ @	_____

This application is for the period from June 16, 2021 ~~July 1, 2020~~, to June 30, 20 21.

For the location Nishan Park Hwy H. Street.

Reedsburg Festival
(Applicant)

By: Linda Biskupski

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00

Application Date: 5-12-21

☐ Town ☐ Village ☒ City of Reedsburg

County of Sauk

The named organization applies for: (check appropriate box(es).)

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning June 16, 2021 and ending June 20, 2021 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →

- ☐ Bona fide Club ☐ Church ☐ Lodge/Society
☐ Veteran's Organization ☒ Fair Association or Agricultural Society
☐ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name Reedsburg Festival Ltd.

(b) Address P.O. Box 61 Reedsburg, WI 53959
(Street) ☐ Town ☐ Village ☒ City

(c) Date organized _____

(d) If corporation, give date of incorporation _____

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☒

(f) Names and addresses of all officers:

President Roger Mieden

Vice President Brian Bender

Secretary Mary Vethe

Treasurer Linda Biskupski

(g) Name and address of manager or person in charge of affair:

Linda Biskupski 2128 Eastridge Cir Reedsburg, WI 53959

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number Nishan Park

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? Yes

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: Jaycee Building, Grandstand, Butterfest office

3. Name of Event

(a) List name of the event Reedsburg Butterfest

(b) Dates of event June 16-20, 2021

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer Linda Biskupski 5.12.21 Reedsburg Festival Ltd.
(Signature / Date) (Name of Organization)

Date Filed with Clerk 5-12-2021

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00

Application Date: 5-19-21

☐ Town ☐ Village ☒ City of Reedsburg

County of Sauk

The named organization applies for: (check appropriate box(es).)

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☒ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 6-16-21 and ending 6-20-21 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →

☒ Bona fide Club

☐ Church

☐ Lodge/Society

☐ Veteran's Organization

☐ Fair Association or Agricultural Society

☐ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name Reedsburg Young Professionals

(b) Address 170 E MAIN STREET
(Street)

☐ Town ☐ Village ☒ City Reedsburg

(c) Date organized

(d) If corporation, give date of incorporation

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☒

(f) Names and addresses of all officers:

President Gina Mitcham 137 Thomas Road Reedsburg, WI 53959

Vice President Melissa Frenz 1836 Nordic Court Reedsburg, WI 53959

Secretary Laura Schmidt 1560 Raerne Drive Reedsburg, WI 53959

Treasurer Corey Frenz 1836 Nordic Court Reedsburg, WI 53959

(g) Name and address of manager or person in charge of affair: Gina Mitcham

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 1411 Viking Drive Reedsburg, WI 53959

(b) Lot Block

(c) Do premises occupy all or part of building? All of RACA building

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

3. Name of Event

(a) List name of the event Reedsburg Butterfest

(b) Dates of event 6-16-21 - 6-20-21

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer  5-19-21
(Signature / Date)

Reedsburg Young Professionals
(Name of Organization)

Date Filed with Clerk 5-19-2021

Date Reported to Council or Board

Date Granted by Council

License No.

RESOLUTION
(Raze Order – 101 Logelin Drive, Reedsburg, WI)

FILE NO. 4438-21

Whereas, the City of Reedsburg has received a report prepared by Architectural Design Consultants, Inc (see Exhibit A attached) regarding the condition of buildings on real estate located at 101 Logelin Drive in the City of Reedsburg; *and*

Whereas, the Common Council finds in its judgment that the buildings are so old, dilapidated, or have become so out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitation, occupancy or use; and, further, that it would be unreasonable to repair the building; *and*

Whereas, it has been determined that the cost of rebuilding or repairing the building would exceed 50% of the equalized value thereof, per the 2020 tax year by the Sauk County Treasurer/Real Property Lister Office, and that repairs are presumed unreasonable; *and*

Now, Therefore, Be It Resolved

This Resolution authorizes the City Building Inspector, Brian Duvalle, to issue and order and take those steps necessary to remove personal property and fixtures and raze the buildings at 101 Logelin Drive, in the City of Reedsburg, pursuant to Wis. Stat. Sec. 66.0413. The buildings subject to the Order are located on real estate legally described as follows:

CITY OF REEDSBURG ASSESSORS PLAT PRT AL 202 = CSM #4893 LOT 1 (S/DR AGMT D-822894) 0.78A (FMLY PRT CSM #2982) (PRT SW NW 11-12-4)

Dated this 24th day of May in the year 2021.

Ayes: _____ Nays: _____ Absent: _____

David G. Estes, Mayor

Jacob Crosetto, Clerk/Treasurer

STATE OF WISCONSIN)

COUNTY OF SAUK)

I hereby certify that the foregoing resolution is a true, correct and complete copy of a resolution duly and regularly passed by the Common Council of the City of Reedsburg on the 24th day of May, 2021 and that said resolution has not been repealed or amended, and is now in full force and effect.

Dated this 25th day of May, 2021.

City Clerk



BUILDING CONDITIONS REVIEW

101 LOGELIN DRIVE

July 7, 2020

Building Conditions Review

Re: Buildings on Premises
Street Address: 101 Logelin Drive
Tax Parcel Number: 276-1725-00000
Parcel Owner: MEK Properties, LLC

1.0 Introduction and Purpose of Review

The on-site Building Conditions Review, as reported herein, was performed on July 7, 2020 by Dave Cameron of ADCI ("Consultant"), Senior Project Architect, and Brian DuValle ("Building Inspector"), City of Reedsburg Planner / Building Inspector.

The intent of this Consultant Review will be to provide the necessary supporting documents, in alignment with the provisions of Reedsburg Municipal Code Section 242-4, to accommodate the Building Inspector and the City of Reedsburg in determining proper action with regards to the property in question located at 101 Logelin Drive.

There are three buildings on the premises. For the purposes of this report, they shall be referred to herein as 1) the "Apartment Building," 2) the "Storage Building," and 3) the "Storage Shed." Observations were conducted both interior and exterior for all three buildings. No observations were conducted of concealed spaces or on rooftop surfaces. The reviews as reported herein are based upon visual observations only. No destructive or forensic investigations were performed or deemed necessary. It should also be noted that there are items reported herein as observed that are best guess or assumption. This is due to the fact that a majority of the spaces in all three of the buildings is either occupied and filled with furnishings or completely filled with decaying stored items such that it was not feasible to see beyond, around, or beneath these items to reveal all building components.

2.0 Executive Summary

Summary of Findings: All three buildings were reviewed to identify items either compliant or non-compliant with general health, safety and welfare. We observed components of the buildings related to structural integrity, security, and basic code compliance. If lacking in these basic components a building can be considered potentially dangerous or a menace to public safety and welfare. Evidence of this was observed in all three of these buildings.

The Apartment Building is experiencing serious disrepair and general neglect to basic building shell and building systems integrity. The building presents some serious concerns, specifically related to collapsing ceilings, dampness and standing water issues and life safety issues with doors to habitable spaces off the sides of stairways mid-run. There are issues with plumbing and electrical that need engineering review.

The Storage Building is experiencing serious disrepair and general neglect to basic building shell and structural components. There are serious concerns with bulk combustible / flammable storage and life safety issues with doors swinging out from second floor and loft / attic spaces to open air with no landings. There are issues with electrical and lighting that need engineering review.

The Storage Shed is experiencing serious complete structural failure of walls and roof. There are missing windows and no security at the doors allowing public access which can be considered a public hazard. There were no building components on the Storage Shed that were not dilapidated beyond repair.

The following report includes in-depth information, including reference photos, for each building.

3.0 Format and Code Application:

Report Format: Each of the three buildings was reviewed to include information regarding; 1) General Observations, 2) Foundations and Structural Observations, 3) Exterior Walls and Shell Integrity Observations, 4) Weather-Tightness and Insulation, 5) Interior Environment, and 6) Building Systems. Following the documentation of these observations is a section that identifies Dilapidated and Unsafe Conditions, followed by Consultant recommended Repairs with related budget ranges for each repair.



4.0 Building Review Observations

4.1. Apartment Building

4.1.1. Building Review Observations:

General Building Observations: The Apartment Building is a two-story wood frame building built in the 1940's according to city tax data. Walls are wood stud framed sheathed with wood planks covered with a combination of wood lap siding, wood sheet paneling, and brick patten asphaltic rolled roofing type material. There are stone veneer planter boxes along the south façade and wood stairs up to a wood deck on second floor north side. There is an interior protected stair to second floor apartments from inside accessed by a shared central corridor. The upper roof is a low slope asphaltic membrane roof with metal coping wall caps. There is a lower, low slope roof over the first floor apartment kitchen space to the north that has an EPDM membrane finish. There are gutters and downspouts on the upper roof, but none on lower roof. (Photos 4.1.1 – 4.1.4)

There is a single residential apartment in the north half of the first floor and apartment spaces on the full second floor. It appears from both interior and exterior building features that there may have been a commercial office space in the first floor south half of the building at one time. That area is currently being used for storage. (Photos 4.1.5 – 4.1.6)

Foundations and Structure Observations: The building has a concrete masonry basement, but it was not determined if it is under the entire structure or partial. Only one access stair was found to the basement, from inside the first floor apartment. (Photo 4.1.7) The foundation walls that were observed appeared to be stable but there is a great deal of water seepage through the walls and floor. At the time of the review there was standing water on the basement floor.

For the most part, the structure above foundations appears stable and true, but there are multiple locations where there are roof and wall leaks due to finish material neglect and failure. (Photos 4.1.8 – 4.1.9) There is evidence from within of potentially rotten wall, floor and roof framing. The extent of this cannot be determined without further destructive investigations.

First and second floors are wood joist framed in conjunction with wood framed interior partition walls. There are multiple locations where there is either standing water on finish floors or falling ceiling finishes above exhibit a great deal of neglect and water damage that calls to question the structural integrity of floor and ceiling framing members in these areas.

Exterior Walls and Shell Integrity Observations: Exposed wood lap siding and corner trim is completely dilapidated from neglect to paint as needed. (Photo 4.1.10) Wood window trim is rotting with missing or decayed flashing is allowing water infiltration into wall cavities. (Photo 4.1.11) This has most likely degraded a majority of the cavity wall insulation. The amount of damage due to neglect cannot be determined without destructive investigation.

Exterior walk doors are mostly painted wood in poor condition. First floor apartment has a screen door over the wood door that is missing screens, completely degraded lower metal panel and missing hardware. (Photo 4.1.12) All exterior doors need to be replaced.

Exterior windows are a combination of single pane direct set wood frame, vinyl and aluminum. Very few match as it appears that units have been replaced on an "as-needed" basis over the years. Sealants are degraded along with flashing and there is a great deal of wall rot in framing below and around windows. (Photo 4.1.13) All exterior windows need to be replaced.

Weather-tightness and Insulation: The exterior walls are showing a great deal of weathering and maintenance neglect. Roof edge flashing, wall penetration flashing and sealants are all completely rusted away, decayed or missing. Parapet walls are missing corner trim and flashing. (Photo 4.1.14) There are many locations where building corner trim is decayed or missing. (Photo 4.1.15) It would be a safe assumption that the integrity of the wall cavity insulation is nearly completely lost. Keeping habitable heat in the building is assumed a large burden on the tenants.

Interior Environment: For the review we were not able to access all interior portions of the building. Areas we were able to review had humid, damp, odorous conditions. Some of this was attributed to the dilapidated building conditions and some was attributed to tenant

issues with regards to lack of general cleaning and pet care. *(Photo 4.1.16)* The first floor apartment was very humid from several sources, including leaking walls and ceilings, wet basement, standing water on bathroom floors, and no air movement or fresh air in the apartment. There were harsh odors due to the wet conditions combined with lack of pet care maintenance. There were multiple cats and multiple untended litter boxes in the apartment. The damp environment and wet building materials is resulting in a great deal of delaminating floor and wall materials along with mold issues.

The north half of the first floor is used for building owner storage. These areas are packed full of mattresses, old restaurant / bar furniture and casework. This area had damp floors by the exterior door and back entry leading to shared corridor, but was not as damp as the apartment. *(Photo 4.1.17)* The damp odors were still there and it was assumed the smells came from the adjacent apartment and damp basement below. There were also leaking sewer pipes in the ceilings from apartments above. *(Photo 4.1.18)* Ceilings in these areas have been neglected allowing the leaking to cause the ceilings to collapse. There did not appear to be any air movement in this storage space.

Building Systems: The apartments have gas fired forced air furnaces that do not appear to be set to run when not cycling heat, so no fresh air brought into the building. Air conditioning is by window units set in various living and bedroom spaces around the building. There is a dated AC compressor outside the west side of the building that appears to have been for the first floor commercial space at one time. It does not appear operational at this time.

Electrical systems in the building are antiquated with outdated panels, fuse boxes and wiring. *(Photo 4.1.19)* In exposed overhead floor framing there is a great deal of wiring that appears suspect to not meeting code. Wires are hanging loose and many electrical wires and connections are below or in contact with plumbing issues. There are multiple locations where there are broken or missing electrical receptacle covers. *(Photo 4.1.20)* The Consultant recommends that the entire electrical system be inspected by a certified electrical inspector to review safety concerns beyond our scope of expertise.

Plumbing systems are dated and have been neglected. There are many leak locations that were witnessed in open ceilings or above wet sagging ceilings. There is also a great deal of general maintenance neglect due to tenant use. The first floor apartment bathroom had completely saturated floors and walls due to the shower not having a shower curtain. This has completely degraded not only the floor and wall finishes, but is assumed to have also degraded the structural floor joists below since the floor was spongy to walk on. *(Photos 4.1.21 – 4.1.23)* The Consultant recommends that the entire plumbing system be inspected by a certified plumbing inspector to review safety concerns beyond our scope of expertise.

4.1.2. Dilapidated and Unsafe Conditions:

General Building Structure: The building structure appears stable, although given the number of apparent wall and roof leaks, along with the amount of rotting around and under windows and doors, there is evidence that the integrity of the concealed wall framing may be compromised. If the building shell is not repaired the structure will continue to degrade rapidly.

The first floor apartment has acoustical ceiling metal grid and ceiling tiles that are collapsing into the kitchen space with falling insulation and exposed structure above. It appears that this was from a roof leak at one time and the roof was fixed, but ceiling was never repaired. Continued rusting and neglect of the ceiling is ongoing. *(Photos 4.1.24 – 4.1.25)* Complete ceiling in this space needs to be replaced.

The first floor apartment has a wood framed entry deck / stoop that is severely degraded and rotting away from the building. This should be removed and re-built. *(Photos 4.1.26 – 4.1.27)*

In multiple locations there are wet, rotten ceilings falling down that need to be removed and replaced. These should only be replaced after the source of the leaks and degradation are corrected. *(Photo 4.1.28)*

Rotten floors in bathrooms need to be replaced after leaks fixed and tenants directed to properly use shower curtains or have hard shower doors installed.

Building Shell Integrity: The entire building shell, i.e. wall finishes, roof finishes, windows, doors, etc. need to be repaired to eliminate water migration into the wall cavities. This is rotting wall framing, destroying wall and roof insulation integrity, and creating wet, mold producing conditions.

Stair and Space Access Conditions: The stair to the basement is dark and very narrow with handrail that starts down roughly 4' from where the stair starts, past a very hazardous stair side door access to an adjacent kitchen / bathroom space. **(Photo 4.1.29)** This is a serious hazard to both users of the stair and tenants literally jumping the gap to enter the kitchen / bathroom space entered off the side of the stair. The entry into this space is a step down from main floor level, then back up a step to main floor level once you jump across the stair. Entry to this space is only 22" wide and half octagon shaped in plan. This is a serious condition and would be nearly impossible to navigate in a fire or emergency egress situation. This is not an original building condition. No current or past codes would have allowed this condition.

Flammable Storage: The south first floor storage space is completely packed solid with mattresses, furniture, casework and other flammable storage that should not be stored in the same facility as a residential occupancy. **(Photos 4.1.30 – 4.1.31)** This is a very direct life safety hazard.

Emergency Egress: There were multiple locations observed where furnishings and storage are so congested that life safety exiting and egress would be impeded. These areas should be cleaned out to provide safe egress immediately.

Outdated Electrical Systems: The outdated electrical panels, fuse boxes, disconnects and loose wiring where exposed all appear to be suspect of code violation and should be reviewed by a licensed electrical engineer or licensed electrical contractor and conditions corrected / replaced. Potential fire hazards may exist here.

4.1.3. Needed Repairs and Related Cost Estimates:

Below is a list of required repairs based on on-site observations. These would be considered the minimum upgrades required to stabilize the building and prevent further dilapidation due to lack of repairs, maintenance, and general neglect. The items that cannot be corrected without owner intervention are damages occurring by tenants, such as non-use of shower curtains allowing water on the floors. It should also be noted that the repairs are based on visual reviews only and that there will most likely be a contingency list of items added when walls, roofs, floors, etc are open to do repairs.

Demolition: Remove Trees and Shrubs to Allow for Work	\$500 - \$1,000
Demolition: Remove Upper Roofing, Flashing, Coping, Gutters & DS	\$4,000 - \$5,000
Demolition: Remove Exterior Wall Finishes, Trim and Flashing	\$4,000 - \$5,000
Demolition: Remove Exterior Wall Wood Plank Sheathing	\$4,000 - \$5,000
Demolition: Remove Exterior Doors and Windows (32)	\$3,000 - \$4,000
Demolition: Remove West First Floor Apartment Entry Deck	\$500 - \$1,000
Demolition: Remove Ceilings for Inspections / Repair / Replacement	\$2,000 - \$2,500
Demolition: Remove Water Damaged Interior Wall Finishes & Trim	\$2,000 - \$2,500
Demolition: Remove Floor Finishes in Water Damaged Areas	\$2,000 - \$3,000
Demolition: Remove Water Damage and Dilapidated Floor Sheeting	\$3,500 - \$4,500
Demolition: Remove First Floor Kitchen Entry Configuration from Stair	\$1,500 - \$2,000
Demolition: Remove Non-Code-Compliant Electrical	\$3,000 - \$4,000
Demolition: Remove Non-Code Compliant & Leaking Plumbing	\$2,000 - \$3,000
Structural Analysis with Framing Exposed	\$1,000 - \$2,000
Structural Component Repair / Replacement – Joists / Wall Studs	\$3,000 - \$4,000
Replace: Wall Sheathing with Air Barrier	\$5,500 - \$6,000
Replace: Interior Floor Plywood Sheeting	\$2,000 - \$2,500
Replace: Roofing EPDM Membrane with Metal Coping & Insulation	\$18,000 - \$20,000
Replace: Gutters and Downspouts	\$1,500 - \$2,000
Replace: Exterior Wall Finish – Vinyl Siding or Wood Paneling	\$20,000 - \$24,000
Replace: Provide (3) New Walk / Exit Doors	\$3,000 - \$4,000
Replace: Provide (28) New Vinyl Windows	\$8,000 - \$10,000
Replace: New Finish Flooring Allowance to Replace Degraded	\$6,000 - \$8,000
Replace: New Wall Finish Allowance to Replace Degraded	\$4,000 - \$6,000
Replace: New Ceiling Allowance to Replace Removed and Degraded	\$2,000 - \$3,000
Replace: New Wood Deck Entry Stoop at First Floor Apartment	\$2,000 - \$2,500
Provide: Install Shower Doors to Minimize Future Water Damage	\$1,000 - \$1,500
Provide: Electrical Service and Distribution Upgrades	\$4,000 - \$6,000
Provide: Plumbing Repairs and Improvements	\$3,000 - \$4,000
Total Expected Cost of Repairs	\$116,000 - \$148,000



Photo 4.1.1 – Apartment Building Exterior View South-West



Photo 4.1.2 – Apartment Building Exterior View South-East



Photo 4.1.3 – Apartment Building Exterior View North-East



Photo 4.1.4 – Apartment Building Exterior View North-West



Photo 4.1.5 – First Floor Commercial Space Used for Storage



Photo 4.1.6 – First Floor Commercial Space Used for Storage



Photo 4.1.7 – Stair to Basement with Step-Down Side Entry to Kitchen and Non-Full Length Handrail

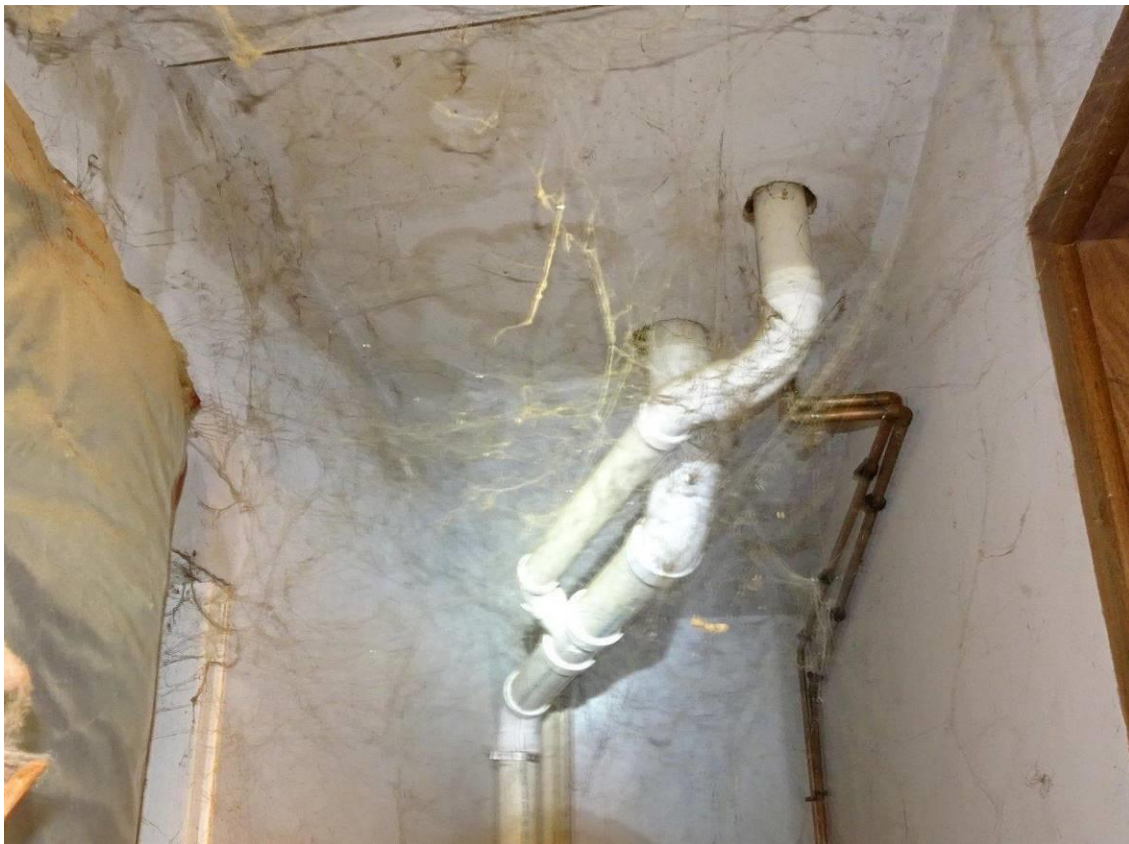


Photo 4.1.8 – Roof Leaks, Exposed Plumbing and Spider Webs at Stair Ceiling



Photo 4.1.9 – Wall Finish and Trim Rotting at Window Leaks



Photo 4.1.10 – Dilapidated Exterior Siding and Trim Paint – Maintenance Neglect



Photo 4.1.11 – Wall Cavities Exposed at Dilapidated and Missing Flashing and Sealants

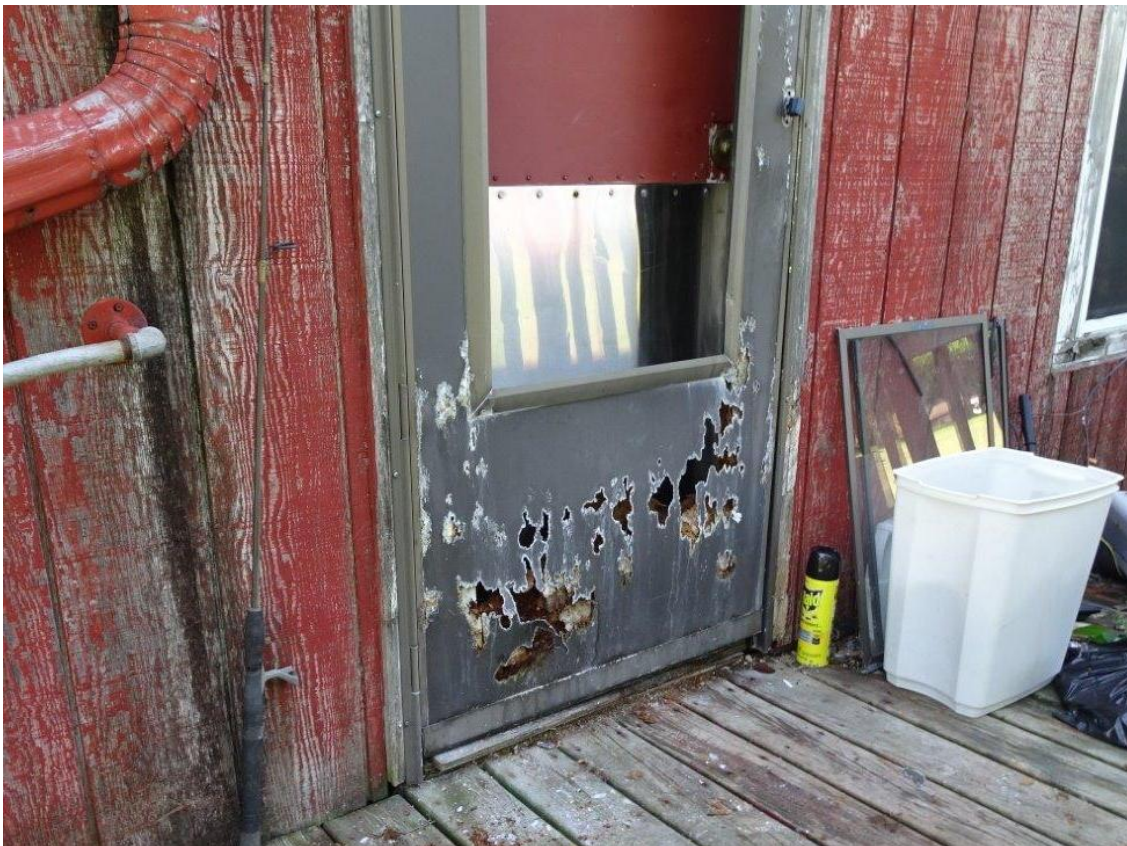


Photo 4.1.12 – Exterior Screen Door with Missing Glass / Screen and Weather Degraded



Photo 4.1.13 – Rotting Wall and Finishes Due to Degraded Window Flashing and Sealants



Photo 4.1.14 – Rotting Parapet Walls, Rusting and Failing Roof Edge Flashing and Neglected Paint



Photo 4.1.15 – Neglected Paint and Maintenance at Building Siding and Trim



Photo 4.1.16 – Tenant Neglect



Photo 4.1.17 – Damp Floors from Wall and Door Leaks

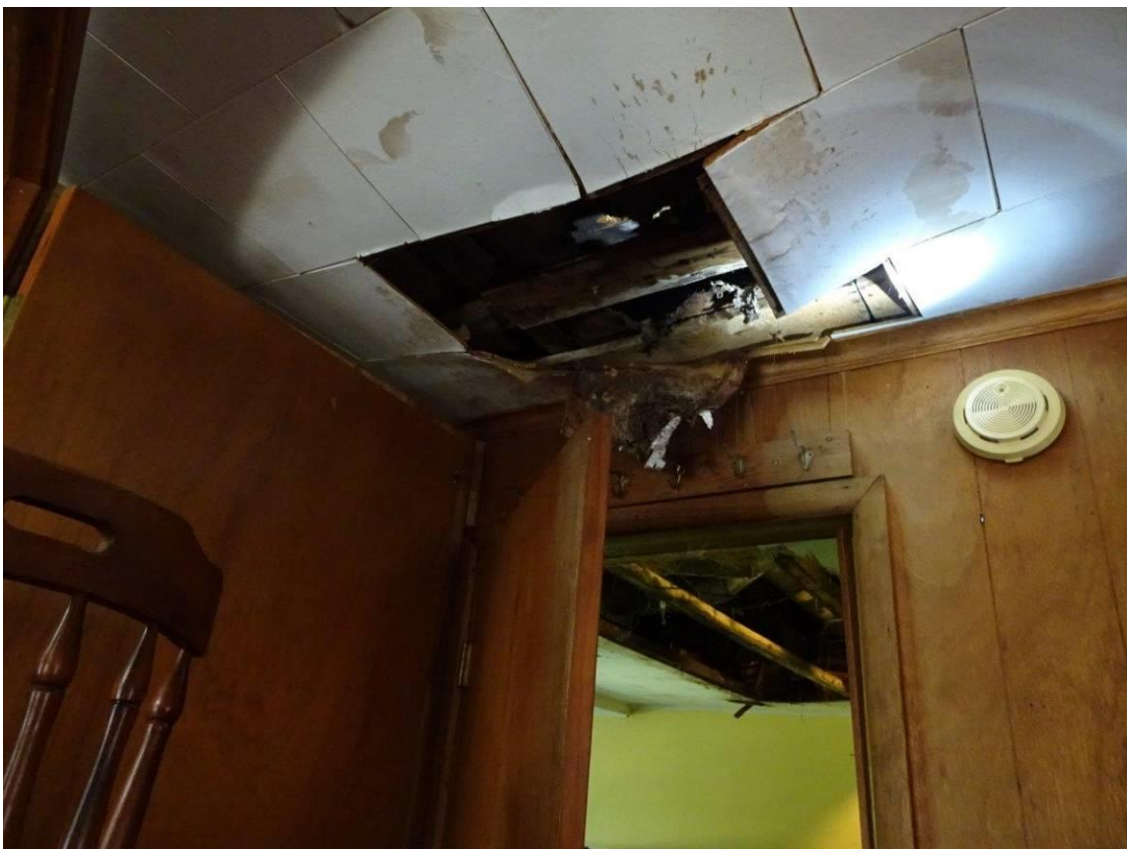


Photo 4.1.18 – Sewer Leaks from Above Rotting Ceilings



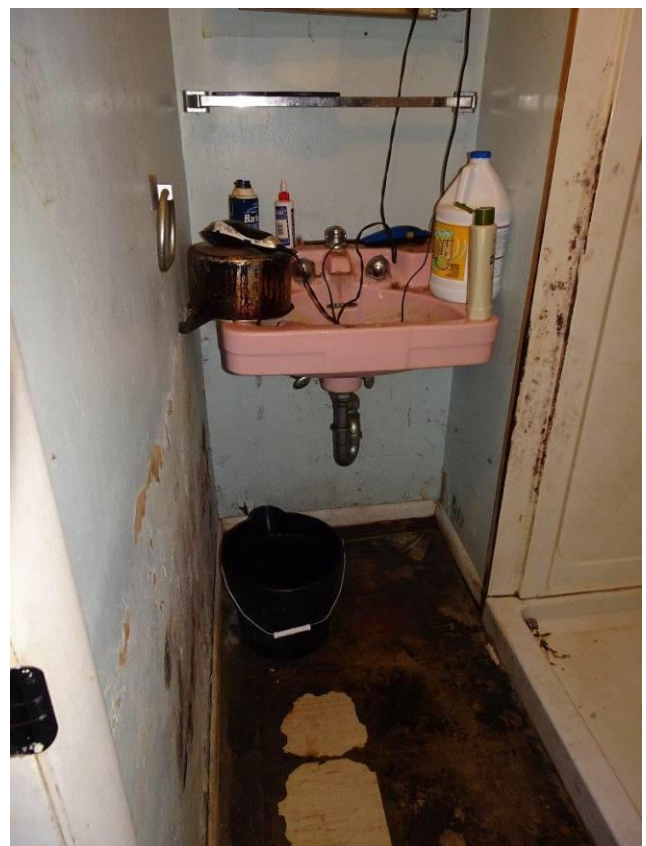
Photo 4.1.19 – Outdated Electrical Service Panels



4.1.20 – Broken Receptacle Covers with Exposed Wiring



Photo 4.1.21 – Saturated and Rotting Bathroom Floor with Wall Mold



Photos 4.1.22 & 4.2.23 – Saturated and Rotting Bathroom Floor with Wall Mold



Photo 4.1.24 – Falling Ceiling from Ceiling Leak and Rusting Ceiling Grid



Photo 4.1.25 – Falling Ceiling and Insulation Pulling Light Fixtures Down with Ceiling

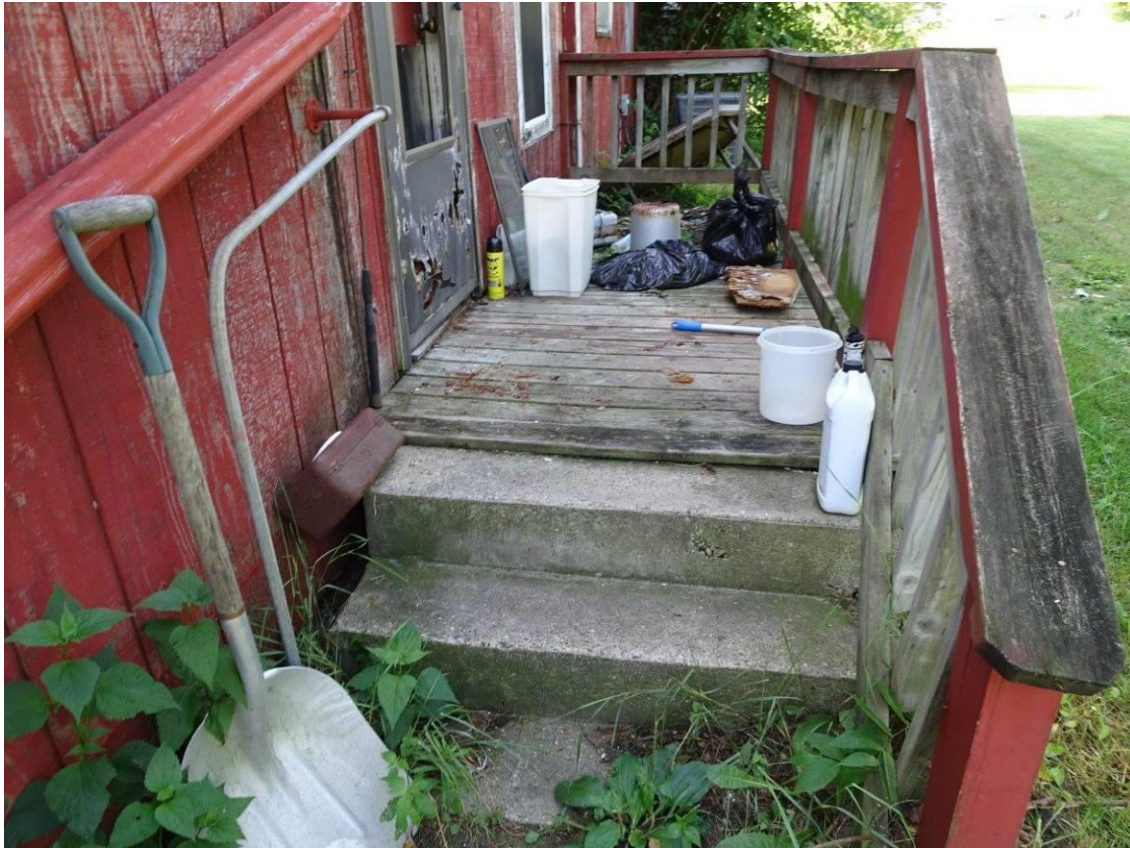


Photo 4.1.26 – Dilapidated Apartment Entry Deck



Photo 4.1.27 – Dilapidated Wood Deck Rotting Away From Building



Photo 4.1.28 – Questionable Roof Finish Integrity



Photo 4.1.29 – Dangerous Non-Code Compliant Kitchen Entry Door Off Stair Side



Photo 4.1.30 – Congested Combustible Fire-Hazard Storage Connected to Residential Occupancies



Photo 4.1.31 – Electrical Run Loose – Needs Engineering Review and Repairs

4.2. Storage Building

4.2.1. Building Review Observations:

General Building Observations: The Storage Building is a two-story timber frame building that appears to have been built in the 1940's or 1950's based on age and building features. Walls are wood stud infill around timber post and beam framing and sheathed with wood planks covered with a brick pattern asphaltic rolled roofing type material. The exterior walls have timber posts outbound of the wall shell enclosure exposed to weathering. The north side of the building has a wood framed lean-to addition that appears to have been constructed after the original building. The main two-story building has a ribbed metal roof with approximately 6:12 pitch on wood plank sheathing and wood rafters. The north lean-to addition has similar slope with asphalt shingle finish on wood rafters. *(Photos 4.2.1 – 4.2.4)*

Foundations and Structure Observations: The building was designed with roof rafters and floor joists spanning half distanced with center ridge and floor beams. The building does not have a basement, but the first floor level is concrete and below exterior grade by a step. *(Photo 4.2.5)* There appears to be a short concrete knee wall around the perimeter up to above grade as observed at the base of exterior walls below wall finish. It appears that the building first floor originally had timber posts supporting a center span floor beam. Currently the center beam is supported by adjustable steel pipe columns. *(Photo 4.2.6)* These most likely replaced original timber posts that deteriorated due to water exposure. This is best guess based on bearing conditions, not all the steel posts match, and due to existing water conditions on the floor. At the time of the building review there was standing water on the concrete floor.

The framing for walls and floors appeared stable up to second floor, although there are sags and there appears to be a lean of the overall building to the north. Above the second floor the structure is deteriorating more rapidly, most likely due to a greater exposure to weathering since the windows are broken and / or missing, wall finishes are deteriorated and allowing water migration, and roofs are leaking. *(Photo 4.2.7)* Floor boards exposed to water are curling and beginning to rot. *(Photo 4.2.8)* In the attic / loft level there is a great deal of water damage to rafters, roof plank sheathing, support columns, and wood floor planks.

Exterior Walls and Shell Integrity Observations: The exterior walls are showing weather deterioration to finish materials with areas of complete degradation and openings in framing. *(Photo 4.2.9)* The worst areas of rot and decay are on the east wall in areas running alongside the masonry chimney. *(Photo 4.2.10)* This area has rotted exterior walls with large openings in the framing due to deteriorated chimney flashing at the roof level. With the roof flashing deteriorated the water runs off the roof edge down along the chimney and has rotted through the wall finish and wood plank sheathing. Other dilapidated areas are along the walls under and around windows where flashing has decayed and has allowed water to penetrate into the wall cavity and has rotted the wall from the inside out. *(Photos 4.2.11 – 4.2.12)* There enough wall penetrations that there are vines growing on the attic floor. *(Photo 4.2.13)*

Roughly half of the windows have broken or missing glass. All appear to be original and all are single pane glass. *(Photo 4.2.14)* There are a variety of doors, including single and double wood plank. There are doors on the west side of the building from second floor and attic / loft that swing to the exterior with no landings that are considered highly hazardous. *(Photo 4.2.15)* Exterior wood double doors on the east end first floor were not opened. There is a large fairly new sectional garage door opening to first floor from the west end. Other than the overhead door, all exterior doors and windows need to be replaced.

Weather-tightness and Insulation: It appears that most all flashings and sealants on the building have decayed beyond repair. Most of the exterior wall finishes and sheathing have evidence of water damage and weathering. Interior finishes for the most part are also showing evidence of water and weather exposure damage. *(Photo 4.2.16)* First floor level has interior wall and ceiling sheathing that appears to be a combination of wood paneling, wood plank and gypsum wallboard. The attic / loft level has rotten, deteriorated exterior wall sheathing and interior wall finishes as well. *(Photo 4.2.17)* There are multiple areas on both floor levels where the wall cavity is exposed and in no locations were insulation materials observed. The interior of the roof framing is fully exposed revealing deteriorated rafters that all had supports added beneath and many have had sleepers installed alongside. The exposed framing also reveals rotting roof planks and no roof insulation. *(Photos 4.2.18 – 4.2.19)*

Interior Environment: The interior of the building in the first floor has a very damp odor due to standing water and wet stored items. This level has a great deal of peeling paint on walls, ceiling, and structure due to damp conditions. *(Photo 4.2.6)* The damp smell is compounded by the type of stored items, i.e. cardboard boxes and broken upholstered and wood furniture, all of which absorb and hold moisture and are susceptible to mold and decay when damp.

Building Systems: There is an existing fuel oil tank on the south-east corner of the building adjacent to a masonry chimney, so apparently at one point in time the building did have a heating system of some sort, but no evidence on the interior of that system was observed. *(Photo 4.2.20)* There is a small electrical panel just inside the west entry door with overhead electric service lines fed from the adjacent Apartment Building to the west. *(Photo 4.2.21)* It could not be determined if any of the electrical system is still operational. The majority of the wiring is exposed, surface mount, stapled to walls, ceiling, beams feeding to outlets and incandescent lamp holders. *(Photo 4.2.22)* There are a few strip fluorescent light fixtures. Most all were missing bulbs and none came on with switching. There were no observed plumbing systems or piping. If there was a toilet room or any plumbing in the lower level originally, those systems are buried under piled stored items and not observable.

4.2.2. Dilapidated and Unsafe Conditions:

General Building Structure: The building structure up to second floor framing appears stable, although floor sags, water staining, and curling floor boards are evidence of weathering that should not occur in a building that has proper shell integrity. Above second floor to attic / loft level there is more evidence of water infiltration with some rotting beginning to be seen in roof framing. All of the rafters have had support posts added beneath them and a large number of them have had additional rafters sleepers to the sides as original structure appears to have failed due to water damage and rotting members. There is evidence of water damage around openings, doors and windows that have had deleterious effect on the structural wall framing. If the building shell is not repaired the structure will continue to degrade rapidly.

The masonry chimney is secured to the building by a rusting metal strap fastened to rotten wall boards. Once the strap or boards completely fail the chimney is at risk of falling.

There is a wood framed platform on the west side of the building that is completely dilapidated and falling away from the building that should be completely removed. *(Photo 4.2.23)*

Both stairs to second floor and to attic / loft levels are deteriorated and unsafe with no railings, completely open sides, open risers, and non-code-compliant rise and run. *(Photo 4.2.24)* There are also no guards or rails around the stair openings in the floors to prevent falling into the stair opening. *(Photo 4.2.25)* These are the only fire exits from the building and pose a life safety risk and should be re-constructed.

Unsecured Doors and Windows: With missing windows leaving large open holes in the walls and unsecured doors there is no way to keep public, or potentially curious playing children, out of the building. Windows that do remain have broken plate glass panes that are sharp and pose a public hazard to the same. Exterior doors from second floor and attic / loft level swing to the exterior to open air. Second floor is held closed only by a hook latch. *(Photo 4.2.26)* These doors should be permanently boarded closed to prevent exit fall. Several exterior doors do not have any security, just drop boards in brackets. *(Photo 4.2.27)*

Flammable Storage: The building is packed solid with decaying flammable storage, i.e. cardboard boxes, broken wood and upholstered furniture, mattresses and cardboard barrels with unknown contents. *(Photo 4.2.28)* Mattresses and furniture are stacked against exterior walls directly against window openings with large areas of missing glass, completely exposed to weather. *(Photo 4.2.29)* These are all considered a dangerous fire hazard.

Emergency Egress: There were multiple locations observed where furnishings and storage are so congested that life safety exiting and egress would be impeded. These areas should be cleaned out to provide safe egress immediately.

Exposed Electrical: The electrical panels and exposed wiring are considered a life safety hazard. Much of the wiring on the attic / loft level is outdated with cracked or completely missing wire sheathing, in some locations in direct contact with wood framing on the underneath side of water stained wood rafters and deck boards. *(Photos 4.2.30 – 4.2.32)*

4.2.3. Needed Repairs and Related Cost Estimates:

Below is a list of required repairs based on on-site observations. These would be considered the minimum upgrades required to stabilize the building if it is to continue to serve as a cold-storage building with no heating or plumbing. These repairs and related costs are based on the assumption that the building serve as a commercial storage application, not residential, and therefore the electrical would have to be upgraded to provide at least minimal task lighting and exit / egress lighting. Power receptacles and additional task lighting if desired would be above and beyond listed. Unused Doors and some smaller windows would be assumed to be closed permanently if not needed to save cost. Existing overhead door would remain.

Demolition: Remove Trees and Shrubs Around Building	\$500 - \$1,000
Demolition: Exterior Wall Rolled Asphaltic Sheet Finish	\$2,000 - \$3,000
Demolition: Remove Roof Cupolas and Metal Panels	\$2,000 - \$3,000
Demolition: Remove Exterior Wall and Roof Board Sheathing	\$4,000 - \$5,000
Demolition: Remove Exterior Doors and Windows (20)	\$1,000 - \$2,000
Demolition: Remove First Floor and Attic / Loft Floor Planking	\$4,000 - \$5,000
Demolition: Remove All Ceiling and Interior Wall Finishes	\$2,000 - \$3,000
Demolition: Remove Both Interior Stairs	\$500 - \$1,000
Demolition: Remove All Wiring, Receptacles, Lights	\$3,000 - \$4,000
Structural Analysis with Framing Exposed	\$1,000 - \$2,000
Structural Component Repair / Replacement	\$4,000 - \$6,000
Replace: Roof Sheathing	\$2,000 - \$2,500
Replace: Wall Sheathing with Air Barrier	\$3,500 - \$4,000
Replace: Interior Floor with Plywood Sheeting	\$5,500 - \$6,500
Replace: Roof Finish – Shingles with Ridge Vent	\$6,500 - \$8,500
Replace: Wall Finish – Vinyl or Wood Panel	\$8,000 - \$9,000
Replace: Provide (2) New Walk / Exit Doors	\$2,000 - \$2,500
Replace: Provide (12) New Vinyl Windows	\$6,000 - \$7,000
Replace: (2) Interior Wood Framed Stairs with Rails / Guards	\$6,000 - \$7,000
Provide: (2) 5' x 5' Concrete Walk Door Exit Stoops	\$500 - \$1,000
Provide: Electrical Service and Distribution Upgrades	\$500 - \$1,000
Provide: Emergency Exit / Egress Lighting	\$3,500 - \$4,000

Total Expected Cost of Repairs \$68,000 - \$88,000



Photo 4.2.1 – Storage Building Exterior View South-East



Photo 4.2.2 – Storage Building Exterior View South-West



Photo 4.2.3 – Storage Building Exterior View North-West



Photo 4.2.4 – Storage Building Exterior View North-East



Photo 4.2.5 – First Floor Interior Step Down from Grade

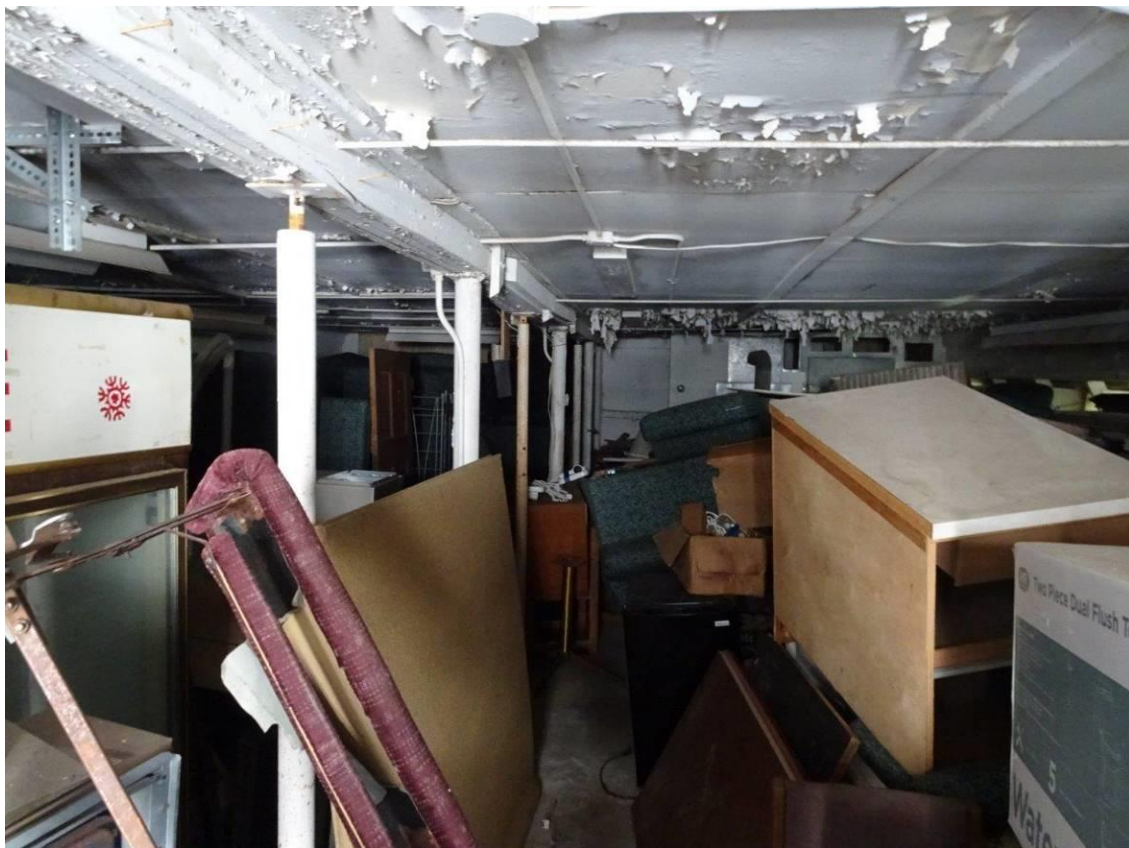


Photo 4.2.6 – First Floor Adjustable Steel Columns on Damp Floors – Peeling Paint from Moisture



Photo 4.2.7 – Degrading Weathered Interior Walls at Missing Windows

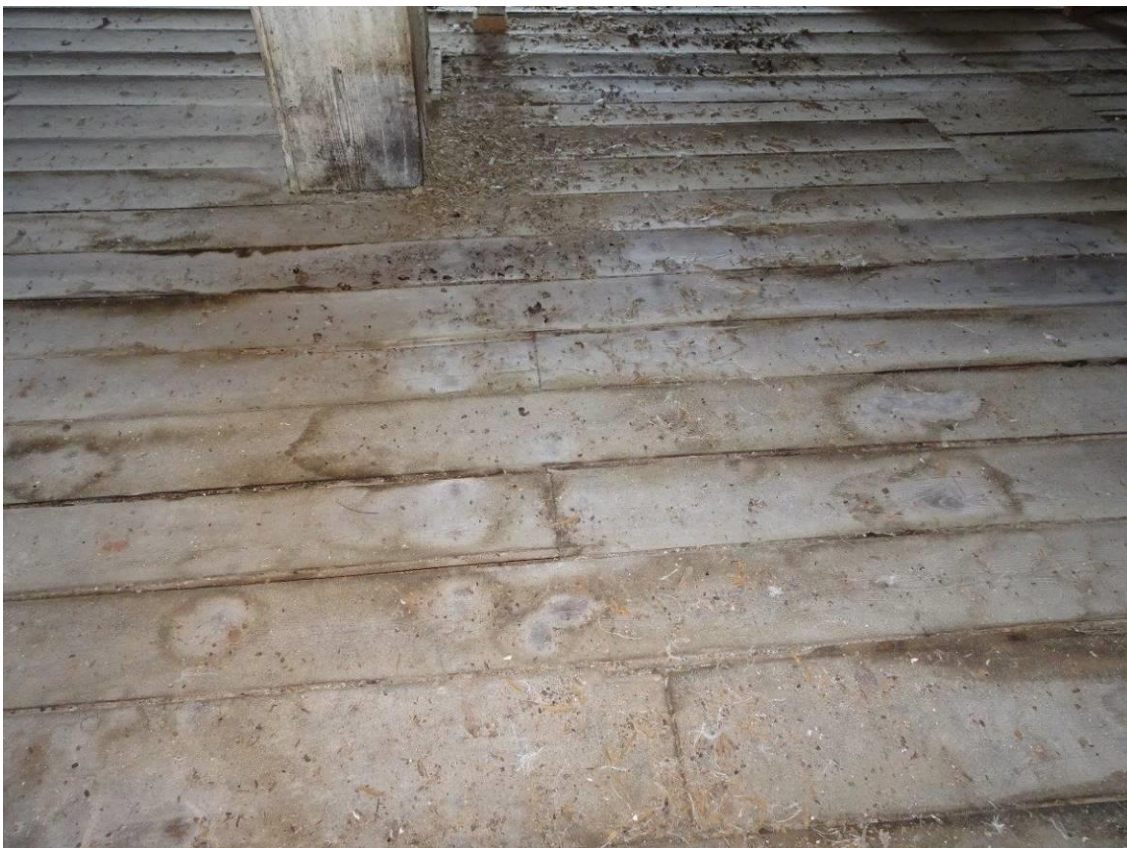


Photo 4.2.8 – Water Damaged Curling and Rotting Floor Boards



Photo 4.2.9 – Exterior Material Weathering and Neglect

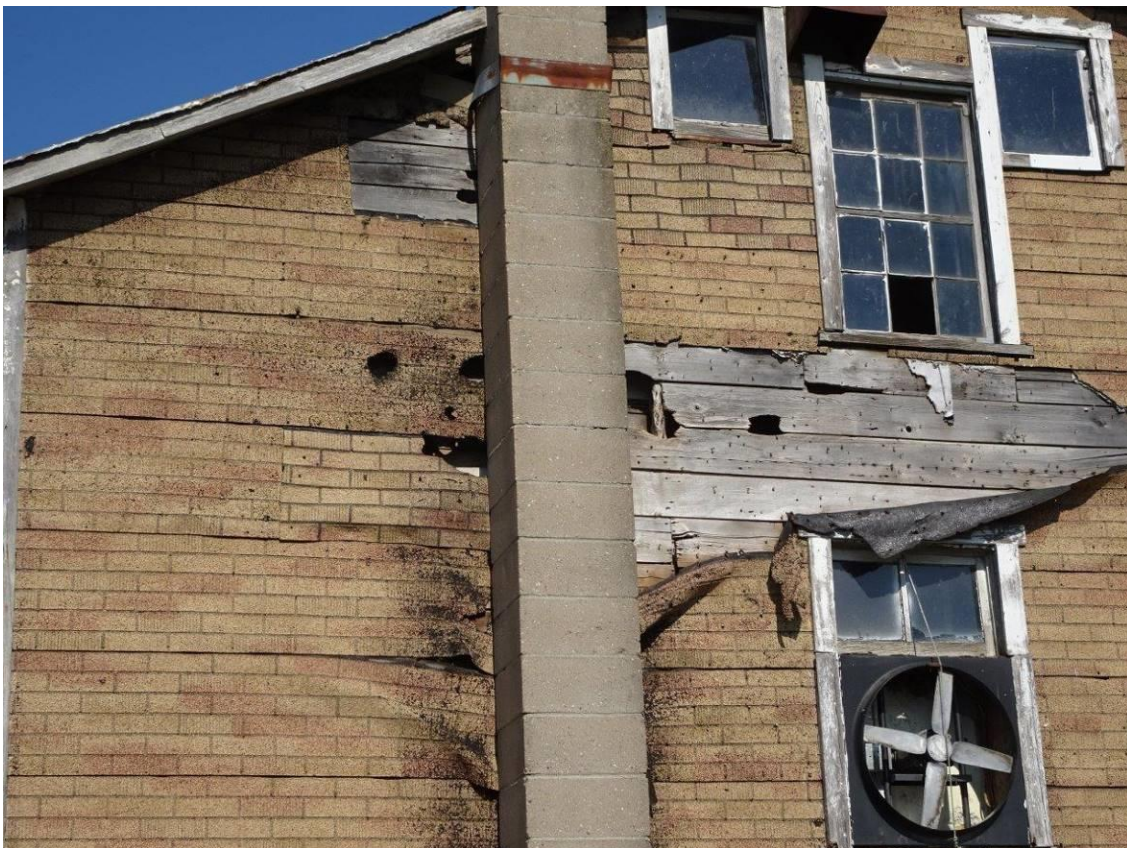


Photo 4.2.10 – Rot and Decay of Materials and Wood Sheathing Around Chimney



Photo 4.2.11 – Rot at Base of Walls from Water Infiltration



Photo 4.2.12 – Rot at Base of Walls from Water Infiltration



Photo 4.2.13 – Vines Growing into the Building and Across the Attic / Loft Floor

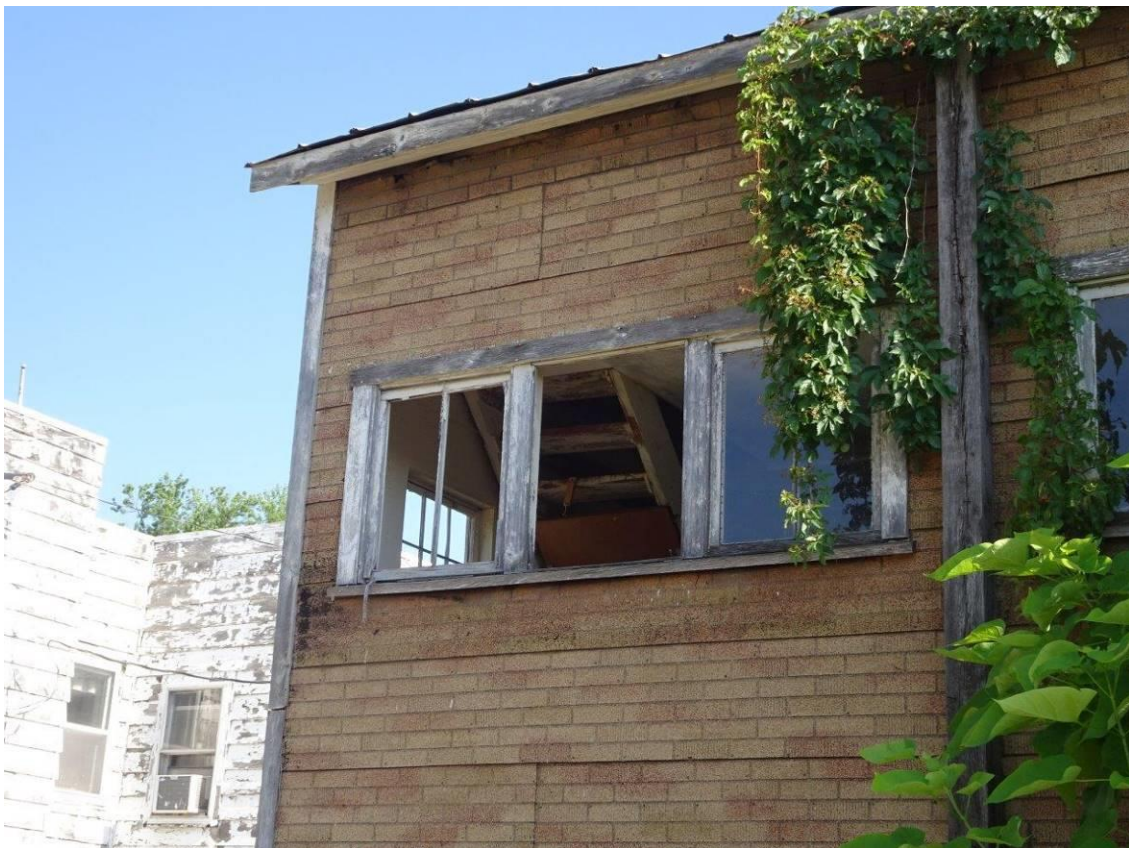


Photo 4.2.14 – Broken and Missing Windows Fully Weather Exposed



4.2.15 – Second Floor and Attic / Loft Level Doors Swinging to Exterior Open Air



4.2.16 – Rotting Sills and Walls Inside Dilapidated Openings



Photo 4.2.17 – Rotted Exterior Wall Sheathing and Interior Wall Sheathing at Attic / Loft



Photo 4.2.18 – Attic Framing with Supports and Sleepers Added – Water Damage to Framing & Floors



Photo 4.2.19 – Rotting Roof Rafters and Wood Board Sheathing – No Roof Insulation



Photo 4.2.20 – Rusting Decommissioned Waste Oil Tank



Photo 4.2.21 – Existing Electrical Service Panel and Exposed Wiring



Photo 4.2.22 – Exposed Outdated Electrical Wiring



Photo 4.2.23 – Dilapidated Wood Platform Collapsing Away from Building



Photo 4.2.24 – Interior Open Stair with No Handrails or Guardrails



Photo 4.2.25 – Unprotected Stair Openings with No Guardrails and No Handrails



Photo 4.2.26 – Unprotected Outswing Second Floor Door with No Landing Outside and Hook Latch Interior



Photo 4.2.27 – Unsecured Exterior Doors with Drop Board and Bracket Access



Photo 4.2.28 – Congested Storage, Exposed Outdated Wiring and Broken Light Fixtures



Photo 4.2.29 – Rotting Mattresses Stacked Against Broken and Missing Window Openings



Photo 4.2.30 – Exposed Outdated Wiring with Cracked and Missing Sheathing



Photo 4.2.31 – Exposed Outdated Wiring with Bare Wires in Contact with Wood Framing

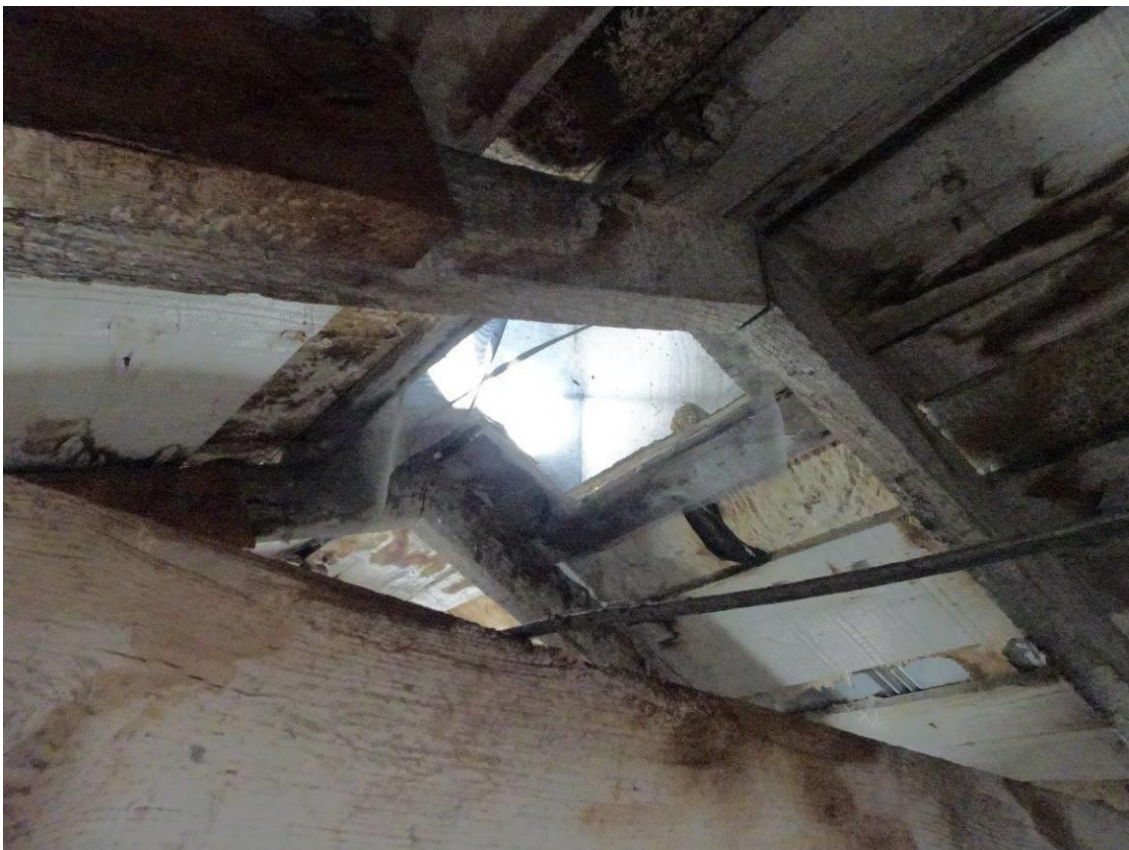


Photo 4.2.32 – Exposed Wiring Under Roof Openings Expose to Weather

4.3. Storage Shed

4.3.1. Building Review Observations:

General Building Observations: The Storage Shed is the smallest of the three buildings on the premises. The building is single story wood framed and appears to have been built in the 1940's or 1950's. (Photo 4.3.1) Walls are wood stud framed with wood plank wall sheathing covered in a brick pattern asphaltic rolled roofing type material. The north side of the building has a lean-to addition that appears to have been constructed after the original building that had a very low slope. (Photo 4.3.2) The roof over that portion of the building has completely collapsed to the interior. (Photo 4.3.3) The roof over the original building was raft framed with wood plank sheathing and asphaltic paper underlayment under a ribbed metal roof. Roof slope is approximately 4:12 on the main building portion and has completely rotten through and collapsing. There are wood 2x4's supporting collapsing rafters and cross supports.

Foundations and Structure Observations: The building does not appear to have had any in-ground deep foundations, but appears to have been a post and beam type construction with piers setting on concrete pads at grade. (Photo 4.3.4) These posts and pads can be observed from the exterior in open, deteriorated base of wall conditions. If this is the case it would most likely have been a wood framed floor on joists connected to the perimeter posts lifted off of grade. This could not be confirmed as it was not possible to observe the floor or gain entry to the building beyond the entry door since the building is completely packed with deteriorating and rotting mattresses. (Photos 4.3.5 and 4.3.6) It was also deemed unsafe to enter due to leaning bearing walls and collapsing roof.

Exterior Walls and Shell Integrity Observations: All the exterior walls are completely dilapidated. All are leaning out of plumb, some very dramatically, with rotten wall boards and wall finishes missing in large areas. The two north windows had broken and missing glass. The east window is completely missing and only a few feet off the ground. This poses a serious safety concern since the neighborhood has kids that could potentially crawl into a collapsing building. The north wall is the highest concern area with severely deteriorated walls supporting severely deteriorated roof. The building has a single walk door, on the west side, with severely deteriorated wood stoop. The door has an old Whitcomb barn door latch with no means of locking or securing the building. There is a double gate swing style door on the west elevation as well in the north building addition but no entry was possible due to rusted hinges fixed in place. This pair of doors has a wood drop bar with brackets that also offers no security.

Weather-tightness and Insulation: It appears, by the limited amount of actual wall observable above the rotting mattresses, that there was at some time a wood panel wall finish on the interior of the building, but has nearly completely rotted away. There were fragments of wall insulation up in the gable ends, and bits of wall insulation in some locations where wall framing was exposed. (Photo 4.3.7) There are fragments of fiberglass batt insulation hanging from the rafters and a chimney in the south-east corner, so it appears that at one time the building had some heating system, but no longer has any observable stove or furnace.

Interior Environment: The interior environment has a damp odor primarily due to the stored mattresses being exposed to outside weather from the many holes in the roof and walls. (Photo 4.3.8) The mattresses appear to absorb and hold water and are susceptible to molding and decay.

Building Systems: There are a few lamp holders with coil florescent bulbs and loose wires hanging, but no lights came on when switches turned on by the door. There is a small electrical panel by the door and at least one power receptacle observed, but none were confirmed as operational. There is open sky exposure at the electrical panel so it appears that if they are still operational there is a serious safety issue with electrical panel exposed to rainwater. (Photo 4.2.9) There are no heating or plumbing systems observable in the building.

4.3.2. Dilapidated and Unsafe Conditions:

General Building Structure: The building structure is unsafe and should be considered potentially dangerous. Walls are leaning and roof is collapsing on south side. (Photo 4.3.10) North side building addition roof has completely collapsed to the interior.

Unsecured Doors and Windows: With missing windows leaving large open holes in the walls and unsecured doors there is no way to keep public, or potentially curious playing children, out of the building. *(Photo 4.3.11)* Windows that do remain have broken plate glass panes that are sharp and pose a public hazard to the same.

Dilapidated Door Stoop: The entry door has a wood framed stoop with decaying and missing boards that is considered an entry exit hazard. *(Photo 4.3.13)*

Flammable Storage: The building is completely packed solid with rotting and decaying mattresses. There are mattresses on the exterior exposed to weather in the same condition leaning against the building. *(Photo 4.3.12)* These are considered a dangerous fire hazard.

Exposed Electrical: The electrical panels and wiring exposed to weather are considered a life safety hazard. There are open sky conditions above wall receptacles, electrical boxes, and loose hanging electrical cabling.

4.3.3. Needed Repairs and Related Cost Estimates:

It is the Consultants professional opinion that repairs to this building would be a daunting task and most likely an exercise in futility due to the extreme dilapidated conditions. If the building is truly needed by the owner, then it would most likely cost far less to completely re-build as opposed to repair. Since the building is used only for the storage of rotting used mattresses it does not appear that the building is needed therefore in its current condition does not pose anything beyond a public safety concern.

It is the Consultants professional opinion that the cost of repairs far exceeds fifty percent (50%) of the value of the building. With no building components observed that were not completely dilapidated, the expected cost of repairs to return the building to habitable condition would be the cost of total demolition, disposal, and complete new construction.



Photo 4.3.1 – Dilapidated Storage Shed



Photo 4.3.2 – North Lean-To Addition with Rotting, Unsecured Doors



Photo 4.3.3 – North Lean-To Addition with Completely Collapsed Roof and Leaning Walls



Photo 4.3.4 – Wood Posts Bearing On Concrete Pads at Grade – Rotting Base of Walls



Photo 4.3.5 – Rotting Stored Mattresses Filling Interior Posing Mold and Fire Hazard



Photo 4.3.6 - Rotting Storage Packed Tight in Building Hindering Full Entry or Floor Structure Review



Photo 4.3.7 – Hanging Weathered and Water Sodden Roof and Wall Insulation



Photo 4.3.8 – Rotting Roof Framing and Sheathing with Numerous Large Holes Fully Exposed to Weather



Photo 4.3.9 – Exposed Electrical Panels and Wiring Beneath Open Sky Rotting Roof Openings



Photo 4.3.10 – Rotting and Collapsing Exterior Walls and Roof



Photo 4.3.11 – Unsecured Building with Missing Windows – Rotting Wall Framing



Photo 4.3.12 – Rotting Flammable Storage Both Interior and Exterior – Falling Decommissioned Chimney



Photo 4.3.13 – Rotting Wood Door Stoop with Missing Board Sections

SPECIAL INSPECTION WARRANT

RE:

Street Address: 101 Logelin Drive
Tax Parcel Number: 276-1725-00000
Owner: MEK Properties, LLC

STATE OF WISCONSIN)
) ss.
SAUK COUNTY)

In the Municipal Court for the City of Reedsburg, Sauk County, Wisconsin.

THE STATE OF WISCONSIN, To the City of Reedsburg Planner/Building Inspector and his agents and inspectors:

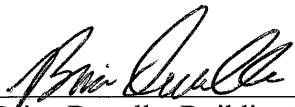
Whereas, Brian Duvalle has requested the Court issue a Special Inspection Warrant based upon the statements made in his Affidavit which is incorporated by reference herein,

Now, therefore, in the name of the City of Reedsburg, Sauk County, Wisconsin, Brian Duvalle, his agents and inspectors are commanded forthwith to search and inspect the above-described premises for the purposes set forth in the Affidavit. You are further authorized to take reasonable steps to gain entry to the property and conduct an inspection and to secure the premises upon completion of the inspection.

Dated this 22 day of June, 2020.


Honorable Sandra Cardo-Gorsuch
Municipal Court Judge

Received by me 6/24/2020, at 10:00 o'clock, A m.


Brian Duvalle, Building/Planning Inspector
City of Reedsburg



AFFIDAVIT OF SERVICE BY MAIL

STATE OF WISCONSIN)
) ss.
COUNTY OF SAUK)

I hereby state that on the 24 day of June, 2020, at the City of Reedsburg, in Sauk County, Wisconsin, I served MEK Properties, L.L.C. the Special Inspection Warrant dated June 22, 2020 and Notice of Inspection regarding City of Reedsburg parcel #276-1725-00000 by then and there depositing in the United States mail box at 215 North Walnut Street, Reedsburg, Wisconsin, true and correct copies thereof addressed to:

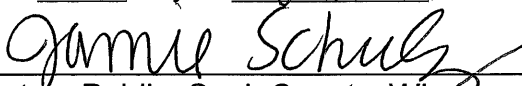
Frederick T. Ridders, Registered Agent
MEK Properties, L.L.C.
419 Venture Court
P. O. Box 930555
Verona, WI 53593

MEK Properties, L.L.C.
P. O. Box 378
Reedsburg, WI 53959

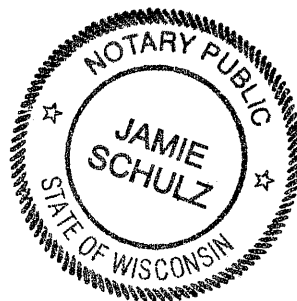


Brian Duvalle

Subscribed and sworn to before me
this 24 day of June, 2020.



Notary Public, Sauk County, WI
My commission expires: 3-10-2024.



NOTICE OF INSPECTION

RE:

Street Address: 101 Logelin Drive
Tax Parcel Number: 276-1725-00000
Owner: MEK Properties, L.L.C.

Pursuant to Special Inspection Warrant dated June 22, 2020, you are hereby notified that the premises located at 101 Logelin Drive, Reedsburg, WI will be inspected by agents and inspectors in the name of the City of Reedsburg on:

Date: July 7, 2020

Time: 9:00 AM

to determine the condition of the buildings or structures on the premises and secure the premises upon completion of the inspection.

You are welcome to attend and allow voluntary entry at that date and time. Feel free to contact me at 608-768-3354.

Dated this 24th day of June, 2020.



Brian Duvalle
Planner/Building Inspector



City of Reedsburg
134 South Locust Street, P.O. Box 490
Reedsburg, WI 53959

MEK PROPERTIES, L.L.C.
PO BOX 378
REEDSBURG, WI 53959



City of Reedsburg
134 South Locust Street, P.O. Box 490
Reedsburg, WI 53959

FREDERICK T. RIKKERS, REGISTERED AGENT
MEK PROPERTIES, L.L.C.
419 VENTURE COURT
PO BOX 930555
VERONA, WI 53593

RETURN ON SPECIAL INSPECTION WARRANT

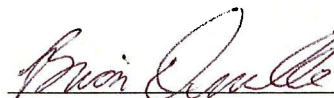
RE:

Street Address: 101 Logelin Drive
Tax Parcel Number: 276-1725-00000
Owner: MEK Properties, LLC

STATE OF WISCONSIN)
) ss.
SAUK COUNTY)

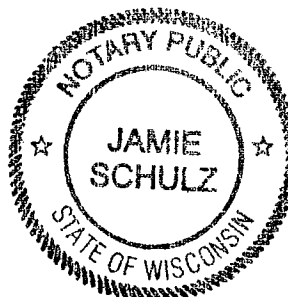
Brian Duvalle, City of Reedsburg Planner/Building Inspector, hereby certifies that by virtue of the Special Inspection Warrant made June 22, 2020, I caused to have the premises at 101 Logelin Drive, Reedsburg, Wisconsin, inspected by an agent of the City of Reedsburg in connection with proceedings regarding dilapidation, other repair, and/or potentially dangerous building/structure determination.

Dated: July 8, 2020


Brian Duvalle

Subscribed and sworn to before me this
8 day of July, 2020.


Notary Public, Sauk County, Wisconsin
My Commission expires: 3-10-2024



AGREEMENT

This Agreement is by and between MEK Properties, L.L.C. ("MEK") and the City of Reedsburg ("the City").

WHEREAS, MEK owns the following real estate:

Lot One (1) CSM No. 4893 as recorded in Volume 27 of CSMs, page 4893 as Document #820497 in Sauk County, Wisconsin.

PIN: 276-1725-00000 having the street address of 101 Logelin Drive, Reedsburg, Sauk County, Wisconsin ("MEK Property"); and

WHEREAS, the MEK Property is subject to a Special Inspection Warrant, including return of the same along with findings having been provided to MEK by the City; and

WHEREAS, MEK contacted the City in writing declaring intent to secure, destroy, and remove the buildings in Spring of 2021; and

WHEREAS, the City incurred the costs related to the Special Inspection Warrant, including but not limited to, Building Condition Review as identified in **Exhibit A** of the Return on Special Inspection Warrant dated September 10, 2020; and

WHEREAS, MEK desires to enter into this Agreement to avoid additional costs and fees for the razing of the buildings.

NOW, THEREFORE, MEK and the City agree as follows:

1. MEK will do the following on or before November 12, 2020:
 - (a) Fence, tape, and otherwise prevent entry into the two storage buildings;
 - (b) Post written notice declaring "This Building May Not Be Used For Human Habitation, Occupancy, or Use";
 - (c) Remove any and all person(s) who rent, lease, or occupy any of the buildings on the MEK Property;
 - (d) MEK shall not rent, lease, or allow occupancy of any of the buildings;
 - (e) That on or before February 1, 2021 shall have all buildings demolished, the materials and all related building contents removed from the property, any holes properly filled with gravel and/or dirt, leveled and grass seeded, and obtain from the City of Reedsburg Building Inspector a certificate of full compliance with this Agreement;
 - (f) If MEK violates any terms of this Agreement, MEK knowingly and voluntarily consents and authorizes the securing and razing of the buildings through any available public agency or by contractor arrangement and shall be charged in full against the real estate upon which the buildings are located and shall become a lien upon real estate and may be assessed and collected as a special charge, but may not be assessed and collected as a

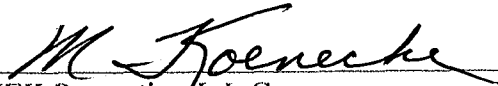
special tax. Any portion of the cost charged against the real estate that is not reimbursed under Wis. Stat. § 632.103(2) from funds withheld from any insurance settlement may be assessed and collected as a special tax;

- (g) MEK shall maintain full and complete insurance coverage in an amount not less than One Million Dollars (\$1,000,000.00) for general liability to be provided to the City at the time of execution of this Agreement and at any time when requested by the City, with thirty (30) day notice of any lapse of insurance;
- (h) MEK shall pay to the City of Reedsburg \$3,800.00 on or before December 31, 2020 for the cost of the Special Inspection of the MEK Property;
- (i) MEK shall pay all costs of securing and razing the building on or before August 1, 2021;
- (j) A copy of this Agreement or Notice of this Agreement terms and conditions may be recorded with the Sauk County Register of Deeds during the pendency of this Agreement and until satisfactory completion of the same.

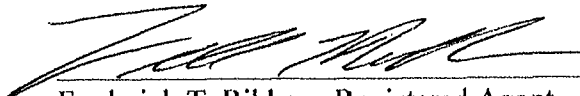
2. City will do the following:

- (a) In the event MEK does not complete the conditions in paragraph 1, except as to paragraph 1(h), on the dates and times due, City may take those steps required of MEK including, but not limited to, securing and razing of the building as provided in paragraph 1(f).

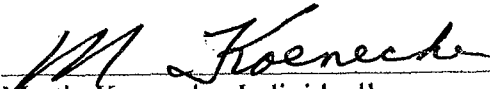
Date: 1-12-21, 2020


MEK Properties, L.L.C.
By Martin Koenecke

Date: 12/8/20, 2020

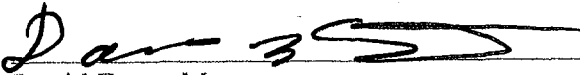

Frederick T. Rikkers, Registered Agent
MEK Properties, L.L.C.

Date: 12-9-20, 2020

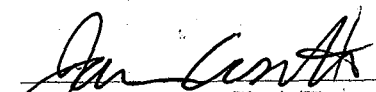

Martin Koenecke, Individually

CITY OF REEDSBURG

Date: 2-8-2021, 2020


David Estes, Mayor

Date: 2-8-2021, 2020


Jacob Crosetto, Clerk/Treasurer

CITY OF REEDSBURG
OFFICE OF CITY ATTORNEY

110 East Main Street
Post Office Box 231
Reedsburg, Wisconsin 53959-0231

Telephone (608) 524-8231
Facsimile (608) 524-4766

June 2, 2020

Honorable Sandra Cardo-Gorsuch
City of Reedsburg Municipal Court
134 South Locust Street
Reedsburg, WI 53959

Re: Special Inspection Warrant
101 Logelin Drive, Reedsburg

Dear Judge Gorsuch:

Enclosed is the original Affidavit in Support of Special Inspection Warrant and Special Inspection Warrant.

I request the Court hold these originals for seven (7) business days to allow circulation of copies of these documents to MEK Properties, L.L.C. as set forth in the enclosed Affidavit of Mailing.

The Wisconsin Department of Financial Institutions shows that MEK Properties, L.L.C. is administratively dissolved effective December 9, 2019, but is the owner of record. Thank you.

Very truly yours,

CITY OF REEDSBURG



Derek J. Horkan
City Attorney
djhorkan@lgtlawfirm.com

DJH/ds
Enclosures
c: Brian Duvalle

AFFIDAVIT IN SUPPORT OF SPECIAL INSPECTION WARRANT

RE:

Street Address: 101 Logelin Drive
Tax Parcel Number: 276-1725-00000
Owner: MEK Properties, LLC

STATE OF WISCONSIN)
) ss.
SAUK COUNTY)

In the Municipal Court for the City of Reedsburg, Sauk County, Wisconsin.

Brian Duvalle, being duly sworn, states as follows:

1. I am the Planner/Building Inspector, City of Reedsburg, Sauk County, Wisconsin.
2. I make this affidavit to obtain a Special Inspection Warrant to inspect the following described real estate in the City of Reedsburg:

Street Address: 101 Logelin Drive
Tax Parcel Number: 276-1725-00000
Owner: MEK Properties, LLC

3. The grounds for issuing a Special Inspection Warrant are as follows:
 - a. Based upon information available to the City of Reedsburg ("City"), the City has determined that the buildings on the premises at 101 Logelin Drive are, upon information and belief, dilapidated, out of repair, and/or potentially dangerous.
 - b. Attached hereto, marked Exhibit A, and fully incorporated herein is § 242-4 City of Reedsburg Code, which incorporates Wis. Stat. § 66.0413 regarding razing of buildings.
 - c. § 242-4 (3) provides in part that if existing building or structure has deteriorated from any cause whatsoever to an extent greater than fifty percent (50%) of the equalized value of the building or structure, such building or structure shall be considered a menace to public safety and welfare and shall be ordered vacated and thereafter demolished and debris removed from the premises.

- d. § 242-4(5) the amount and extent of deterioration of any existing building nor structure shall be determined by the Building Inspector.
- e. Attached hereto, marked Exhibit B, and fully incorporated herein, is correspondence addressed to MEK Properties, LLC requesting the opportunity to inspect the existing buildings or structures at 101 Logelin Drive, Reedsburg, Wisconsin and referencing that if no contact or consent is provided that I reserve the right to petition the Municipal Court for the issuance of a Special Inspection Warrant.
- f. That MEK Properties, LLC, its agents and assigns, have failed and refused to communicate, permit, or cooperate with the requested inspection and determination as to the condition of the buildings or structures.

Accordingly, I respectfully request that the Court issue a Special Inspection Warrant so that the City may fairly and expeditiously proceed with regard to determination of the condition of the property and whether it has deteriorated to an extent greater than fifty percent (50%) of the equalized value of the buildings or structures.

Dated this 2 day of June, 2020.



Brian Duvalle

Subscribed and sworn to before me this
2nd day of June, 2020



Notary Public, Sauk County, Wisconsin
My Commission Expires: 11-3-2021

§ 242-4. Applicability.

All buildings and structures hereafter erected, altered, repaired, moved or demolished that are used or designed to be used for the purpose herein defined shall comply in full with the requirements of this chapter.

- A. Zoning laws. No provision of this chapter shall be construed an alternative to any lawful zoning regulations.
- B. New buildings. The construction requirements of this chapter shall apply to one- and two-family dwellings, including row houses not exceeding two families, to their accessory structures, and to parts thereof which are hereafter erected.
- C. Existing buildings. This chapter shall also apply to buildings and conditions described in this section:
 - (1) An existing building to be occupied as a one- or two-family dwelling, which building was not previously so occupied.
 - (2) An existing structure that is altered or repaired, when the cost of such alteration or repair exceeds 50% of the equalized value of the structure, said value to be determined by the assessor of the municipality.
 - (3) Additions and alterations, regardless of cost, made to an existing building, when deemed necessary in the opinion of the Building Inspector, shall comply with the requirements of this chapter for new buildings. The provisions of Subsection D shall also apply.
 - (4) Roof coverings. Whenever more than 25% of the roof covering of a dwelling is replaced in any twelve-month period, all roof covering shall be in conformity with applicable sections of this chapter.
 - (5) Additions and alterations. Any addition or alteration, regardless of cost, made to a dwelling shall be made in conformity with applicable sections of this chapter.
- D. Alterations and repairs. The following provisions shall apply to buildings altered or repaired.
 - (1) Alterations. When not in conflict with any regulations, alterations to any existing building or structure accommodating a legal occupancy and use but of nonconforming type of construction which involves either the structural members of floors or roofs, beams, girders,

columns, bearing or other walls, room, heating and air-conditioning systems, arrangement, light and ventilation, changes in location of exit stairways or exits, or any or all of the above, then such existing construction shall be made to conform to the minimum requirements of this chapter applicable to such occupancy and use and a given type of construction.

- (2) Repairs. Repairs for purposes of maintenance, or replacements in any existing building or structure which do not involve the structural portions of the building or structure, or which do not affect room arrangement, light and ventilation, access to or efficiency of any exit stairways or exits, fire protection, or exterior aesthetic appearance and which do not increase a given occupancy and use shall be deemed "minor repairs."
- (3) Alterations when not permitted. When any existing building or structure, which for any reason whatsoever does not conform to the regulations of this chapter, has deteriorated from any cause whatsoever to an extent greater than 50% of the equalized value of the building or structure, no alterations or moving of such building or structure may be permitted. Any such building or structure shall be considered a menace to public safety and welfare and shall be ordered vacated and thereafter demolished and debris removed from the premises. The site shall then be leveled with clean fill and seeded.
- (4) Alterations and repairs required. When any of the structural members of any building or structure have deteriorated from any cause whatsoever to less than their required strength, the owner of such a building or structure shall cause such structural members to be restored to their required strength, failing in which the building or structure shall be considered a menace to public safety and shall be vacated and thereafter no further occupancy or use of the same shall be permitted until the regulations of this chapter are complied with.
- (5) Extent of deterioration. The amount and extent of deterioration of any existing building or structure shall be determined by the Building Inspector.
- (6) Use of unsanitary building. It shall be unlawful to occupy or use or permit the occupancy or use of any building or structure that is unsanitary or dilapidated, or deteriorated, or out-of-repair, thereby being unfit for human habitation,

occupancy or use, until the regulations of this chapter have been complied with.

- E. Razing of buildings. The Building Inspector is hereby authorized to act for the municipality under the provisions of § 66.0413, Wis. Stats., relating to the razing of buildings, and all acts amendatory thereof and supplementary thereto. The municipal Treasurer is authorized to place the assessment and collect the special tax as therein provided.



CITY OF REEDSBURG
134 SOUTH LOCUST STREET
REEDSBURG, WI 53959
Phone (608) 768-3354

DATE: 01/20/2020

TO: MEK PROPERTIES LLC
PO BOX 378
REEDSBURG, WI 53959

RE: Dilapidated Building(s) Property Address: 101 Logelin Dr
Parcel #: 1725-00000

Mr. Koenecke:

This letter is sent regarding the structures located at the above property in Reedsburg. Based upon the exterior appearance of these structures, it appears they may be dilapidated, out of repair and potentially dangerous. The interiors need to be inspected to determine whether the property is safe or can be made safe by reasonable repairs.

Please contact me by Friday, February 7, 2020, to arrange for a date and time when I and other agents of the City may inspect the buildings. If I do not hear from you in by 2/7/20, I will petition Sauk County Circuit Court to issue a Special Inspection Warrant pursuant to Wis. Stat. §66.0119.

It is also possible that based upon the inspection and subsequent report, I may determine that the buildings are in such a state of disrepair that the public interest requires that they be razed per Wis. Stat §66.0413. If that is the case, you will be given an opportunity to raze the buildings on your own. If you fail to do so, the City will do the work at your cost. Before that happens though, you may have the opportunity to bring the buildings up to code if the repairs are considered reasonable as defined in Statute 66.0413, but I want you to be aware of the possible consequences up front.

City of Reedsburg Ordinance:

242-4(E) Razing of buildings. The Building Inspector is hereby authorized to act for the municipality under the provisions of § 66.0413, Wis. Stats., relating to the razing of buildings, and all acts amendatory thereof and supplementary thereto. The municipal Treasurer is authorized to place the assessment and collect the special tax as therein provided.

Thank you for your cooperation and please contact me at the above number or bduvalle@vi.reedsburg.wi.us with any questions.

Brian Duvalle
Planner/Building Inspector

CC: City Attorney's Office

Exhibit
B

66.0413 Razing buildings.

(1) AUTHORITY AND PROCEDURE.

(a) Definitions. In this subsection:

1. "Building" includes any building or structure or any portion of a building or structure.
2. "Raze a building" means to demolish and remove the building and to restore the site to a dust-free and erosion-free condition.

(b) Raze order. The governing body, building inspector or other designated officer of a municipality may:

1. If a building is old, dilapidated or out of repair and consequently dangerous, unsafe, unsanitary or otherwise unfit for human habitation and unreasonable to repair, order the owner of the building to raze the building or, if the building can be made safe by reasonable repairs, order the owner to either make the building safe and sanitary or to raze the building, at the owner's option.
2. If there has been a cessation of normal construction of a building for a period of more than 2 years, order the owner of the building to raze the building.

(br) Notice of unfitness for occupancy or use; penalty.

1. If a building subject to an order under par. (b) is unsanitary and unfit for human habitation, occupancy or use and is not in danger of structural collapse, the building inspector or other designated officer shall post a placard on the premises containing the following notice: "This Building May Not Be Used For Human Habitation, Occupancy or Use." The building inspector or other designated officer shall prohibit use of the building for human habitation, occupancy or use until necessary repairs have been made.
2. Any person who rents, leases or occupies a building which has been condemned for human habitation, occupancy or use under subd. 1. shall be fined not less than \$5 nor more than \$50 or imprisoned not more than 30 days for each week of the violation, or both.

(c) Reasonableness of repair; presumption. Except as provided in sub. (3), if a municipal governing body, building inspector or designated officer determines that the cost of repairs of a building described in par. (b) 1. would exceed 50 percent of the assessed value of the building divided by the ratio of the assessed value to the recommended value as last published by the department of revenue for the municipality within which the building is located, the repairs are presumed unreasonable for purposes of par. (b) 1.

(d) Service of order. An order under par. (b) shall be served on the owner of record of the building that is subject to the order or on the owner's agent if the agent is in charge of the building in the same manner as a summons is served in circuit court. An order under par. (b) shall be served on the holder of an encumbrance of record by 1st class mail at the holder's last-known address and by publication as a class 1 notice under ch. 985. If the owner and the owner's agent cannot be found or if the owner is deceased and an estate has not been opened, the order may be served by posting it on the main entrance of the building and by publishing it as a class 1 notice under ch. 985 before the time limited in the order begins to run. The time limited in the order begins to run from the date of service on the owner or owner's agent or, if the owner and agent cannot be found, from the date that the order was posted on the building.

(e) Effect of recording order. If a raze order issued under par. (b) is recorded with the register of deeds in the county in which the building is located, the order is considered to have been served, as of the date the raze order is recorded, on any person claiming an interest in the building or the real estate as a result of a conveyance from the owner of record unless the conveyance was recorded before the recording of the raze order.

(f) Failure to comply with order; razing building. An order under par. (b) shall specify the time within which the owner of the building is required to comply with the order and shall specify repairs, if any. If the owner fails or refuses to comply within the time prescribed, the building inspector or other designated officer may proceed to raze the building through any available public agency or by contract or arrangement with private persons, or to secure the building and, if necessary, the property on which the building is located if unfit for human habitation, occupancy or use. The cost of razing or securing the building may be charged in full or in part against the real estate upon which the building is located, and if

that cost is so charged it is a lien upon the real estate and may be assessed and collected as a special charge, but may not be assessed and collected as a special tax. Any portion of the cost charged against the real estate that is not reimbursed under s. 632.103 (2) from funds withheld from an insurance settlement may be assessed and collected as a special tax.

(g) Court order to comply. A municipality, building inspector or designated officer may commence and prosecute an action in circuit court for an order of the court requiring the owner to comply with an order to raze a building issued under this subsection if the owner fails or refuses to do so within the time prescribed in the order, or for an order of the court requiring any person occupying a building whose occupancy has been prohibited under this subsection to

vacate the premises, or any combination of the court orders. A hearing on actions under this paragraph shall be given preference. Court costs are in the discretion of the court.

- (h) *Restraining order.* A person affected by an order issued under par. (b) may within the time provided by s. 893.76 apply to the circuit court for an order restraining the building inspector or other designated officer from razing the building or forever be barred. The hearing shall be held within 20 days and shall be given preference. The court shall determine whether the raze order is reasonable. If the order is found reasonable the court shall dissolve the restraining order. If the order is found not reasonable the court shall continue the restraining order or modify it as the circumstances require. Costs are in the discretion of the court. If the court finds that the order is unreasonable, the building inspector or other designated officer shall issue no other order under this subsection in regard to the same building until its condition is substantially changed. The remedies provided in this paragraph are exclusive remedies and anyone affected by an order issued under par. (b) is not entitled to recover any damages for the razing of the building.
- (i) *Removal of personal property.* If a building subject to an order under par. (b) contains personal property or fixtures which will unreasonably interfere with the razing or repair of the building or if the razing makes necessary the removal, sale or destruction of the personal property or fixtures, the building inspector or other designated officer may order in writing the removal of the personal property or fixtures by a date certain. The order shall be served as provided in par. (d). If the personal property or fixtures are not removed by the time specified the inspector may store, sell or, if it has no appreciable value, destroy the personal property or fixture. If the property is stored the amount paid for storage is a lien against the property and against the real estate and, to the extent that the amount is not reimbursed under s. 632.103 (2) from funds withheld from an insurance settlement, shall be assessed and collected as a special tax against the real estate if the real estate is owned by the owner of the personal property and fixtures. If the property is stored the owner of the property, if known, shall be notified of the place of storage and if the property is not claimed by the owner it may be sold at the expiration of 6 months after it has been stored. The handling of the sale and the distribution of the net proceeds after deducting the cost of storage and any other costs shall be as specified in par. (j) and a report made to the circuit court as specified in par. (j). A person affected by any order made under this paragraph may appeal as provided in par. (h).
- (j) *Sale of salvage.* If an order to raze a building has been issued, the governing body or other designated officer under the contract or arrangement to raze the building may sell the salvage and valuable materials at the highest price obtainable. The net proceeds of the sale, after deducting the expenses of razing the building, shall be promptly remitted to the circuit court with a report of the sale or transaction, including the items of expense and the amounts deducted, for the use of any person entitled to the net proceeds, subject to the order of the court. If there remains no surplus to be turned over to the court, the report shall so state.
- (k) *Public nuisance procedure.* A building which is determined under par. (b) 1. to be old, dilapidated or out of repair and consequently dangerous, unsafe, unsanitary or otherwise unfit for human habitation and unreasonable to repair may be proceeded against as a public nuisance under ch. 823.
- (L) *Effect of subsection.*
1. Acts of municipal authorities under this subsection do not increase the liability of an insurer.
 2. This section does not limit powers otherwise granted to municipalities by other laws of this state.





CITY OF REEDSBURG
134 SOUTH LOCUST STREET
REEDSBURG, WI 53959
Phone (608) 768-3354

DATE: March 2, 2020

TO: MEK PROPERTIES, L.L.C.
C/O FREDERICK T. RIKKERS, REGISTERED AGENT
419 VENTURE COURT
VERONA WI 53593

RE: Dilapidated Building(s) Property Address: 101 Logelin Dr
Parcel #: 1725-00000

MEK PROPERTIES, L.L.C:

This letter is sent regarding the structures located at the above property in Reedsburg. Based upon the exterior appearance of these structures, it appears they may be dilapidated, out of repair and potentially dangerous. The interiors need to be inspected to determine whether the property is safe or can be made safe by reasonable repairs.

Please contact me by Friday, March 20, 2020, to arrange for a date and time when I and other agents of the City may inspect the buildings. If I do not hear from you in by 3/20/20, I will petition Sauk County Circuit Court to issue a Special Inspection Warrant pursuant to Wis. Stat. §66.0119.

It is also possible that based upon the inspection and subsequent report, I may determine that the buildings are in such a state of disrepair that the public interest requires that they be razed per Wis. Stat §66.0413. If that is the case, you will be given an opportunity to raze the buildings on your own. If you fail to do so, the City will do the work at your cost. Before that happens though, you may have the opportunity to bring the buildings up to code if the repairs are considered reasonable as defined in Statute 66.0413, but I want you to be aware of the possible consequences up front.

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Thank you for your cooperation and please contact me at the above number or bduvalle@vi.reedsburg.wi.us with any questions.

Brian Duvalle
Planner/Building Inspector

CC: City Attorney's Office

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2. If there has been a cessation of normal construction of a building for a period of more than 2 years, order the owner of the building to raze the building.

(br) Notice of unfitness for occupancy or use; penalty.

1. If a building subject to an order under par. (b) is unsanitary and unfit for human habitation, occupancy or use and is not in danger of structural collapse, the building inspector or other designated officer shall post a placard on the premises containing the following notice: "This Building May Not Be Used For Human Habitation, Occupancy or Use." The building inspector or other designated officer shall prohibit use of the building for human habitation, occupancy or use until necessary repairs have been made.
2. Any person who rents, leases or occupies a building which has been condemned for human habitation, occupancy or use under subd. 1. shall be fined not less than \$5 nor more than \$50 or imprisoned not more than 30 days for each week of the violation, or both.

(c) Reasonableness of repair; presumption. Except as provided in sub. (3), if a municipal governing body, building inspector or designated officer determines that the cost of repairs of a building described in par. (b) 1. would exceed 50 percent of the assessed value of the building divided by the ratio of the assessed value to the recommended value as last published by the department of revenue for the municipality within which the building is located, the repairs are presumed unreasonable for purposes of par. (b) 1.

(d) Service of order. An order under par. (b) shall be served on the owner of record of the building that is subject to the order or on the owner's agent if the agent is in charge of the building in the same manner as a summons is served in circuit court. An order under par. (b) shall be served on the holder of an encumbrance of record by 1st class mail at the holder's last-known address and by publication as a class 1 notice under ch. 985. If the owner and the owner's agent cannot be found or if the owner is deceased and an estate has not been opened, the order may be served by posting it on the main entrance of the building and by publishing it as a class 1 notice under ch. 985 before the time limited in the order begins to run. The time limited in the order begins to run from the date of service on the owner or owner's agent or, if the owner and agent cannot be found, from the date that the order was posted on the building.

(e) Effect of recording order. If a raze order issued under par. (b) is recorded with the register of deeds in the county in which the building is located, the order is considered to have been served, as of the date the raze order is recorded, on any person claiming an interest in the building or the real estate as a result of a conveyance from the owner of record unless the conveyance was recorded before the recording of the raze order.

(f) Failure to comply with order; razing building. An order under par. (b) shall specify the time within which the owner of the building is required to comply with the order and shall specify repairs, if any. If the owner fails or refuses to comply within the time prescribed, the building inspector or other designated officer may proceed to raze the building through any available public agency or by contract or arrangement with private persons, or to secure the building and, if necessary, the property on which the building is located if unfit for human habitation, occupancy or use. The cost of razing or securing the building may be charged in full or in part against the real estate upon which the building is located, and if

that cost is so charged it is a lien upon the real estate and may be assessed and collected as a special charge, but may not be assessed and collected as a special tax. Any portion of the cost charged against the real estate that is not reimbursed under s. 632.103 (2) from funds withheld from an insurance settlement may be assessed and collected as a special tax.

(g) Court order to comply. A municipality, building inspector or designated officer may commence and prosecute an action in circuit court for an order of the court requiring the owner to comply with an order to raze a building issued under this subsection if the owner fails or refuses to do so within the time prescribed in the order, or for an order of the court requiring any person occupying a building whose occupancy has been prohibited under this subsection to

vacate the premises, or any combination of the court orders. A hearing on actions under this paragraph shall be given preference. Court costs are in the discretion of the court.

- (h) *Restraining order.* A person affected by an order issued under par. (b) may within the time provided by s. 893.76 apply to the circuit court for an order restraining the building inspector or other designated officer from razing the building or forever be barred. The hearing shall be held within 20 days and shall be given preference. The court shall determine whether the raze order is reasonable. If the order is found reasonable the court shall dissolve the restraining order. If the order is found not reasonable the court shall continue the restraining order or modify it as the circumstances require. Costs are in the discretion of the court. If the court finds that the order is unreasonable, the building inspector or other designated officer shall issue no other order under this subsection in regard to the same building until its condition is substantially changed. The remedies provided in this paragraph are exclusive remedies and anyone affected by an order issued under par. (b) is not entitled to recover any damages for the razing of the building.
- (i) *Removal of personal property.* If a building subject to an order under par. (b) contains personal property or fixtures which will unreasonably interfere with the razing or repair of the building or if the razing makes necessary the removal, sale or destruction of the personal property or fixtures, the building inspector or other designated officer may order in writing the removal of the personal property or fixtures by a date certain. The order shall be served as provided in par. (d). If the personal property or fixtures are not removed by the time specified the inspector may store, sell or, if it has no appreciable value, destroy the personal property or fixture. If the property is stored the amount paid for storage is a lien against the property and against the real estate and, to the extent that the amount is not reimbursed under s. 632.103 (2) from funds withheld from an insurance settlement, shall be assessed and collected as a special tax against the real estate if the real estate is owned by the owner of the personal property and fixtures. If the property is stored the owner of the property, if known, shall be notified of the place of storage and if the property is not claimed by the owner it may be sold at the expiration of 6 months after it has been stored. The handling of the sale and the distribution of the net proceeds after deducting the cost of storage and any other costs shall be as specified in par. (j) and a report made to the circuit court as specified in par. (j). A person affected by any order made under this paragraph may appeal as provided in par. (h).
- (j) *Sale of salvage.* If an order to raze a building has been issued, the governing body or other designated officer under the contract or arrangement to raze the building may sell the salvage and valuable materials at the highest price obtainable. The net proceeds of the sale, after deducting the expenses of razing the building, shall be promptly remitted to the circuit court with a report of the sale or transaction, including the items of expense and the amounts deducted, for the use of any person entitled to the net proceeds, subject to the order of the court. If there remains no surplus to be turned over to the court, the report shall so state.
- (k) *Public nuisance procedure.* A building which is determined under par. (b) 1. to be old, dilapidated or out of repair and consequently dangerous, unsafe, unsanitary or otherwise unfit for human habitation and unreasonable to repair may be proceeded against as a public nuisance under ch. 823.
- (L) *Effect of subsection.*
 - 1. Acts of municipal authorities under this subsection do not increase the liability of an insurer.
 - 2. This section does not limit powers otherwise granted to municipalities by other laws of this state.





CITY OF REEDSBURG
134 SOUTH LOCUST STREET
REEDSBURG, WI 53959
Phone (608) 768-3354

DATE: March 3, 2020

TO: MEK PROPERTIES, L.L.C.
PO BOX 378
REEDSBURG, WI 53959

RE: Dilapidated Building(s) Property Address: 101 Logelin Dr
Parcel #: 1725-00000

MEK PROPERTIES, L.L.C:

This letter is sent regarding the structures located at the above property in Reedsburg. Based upon the exterior appearance of these structures, it appears they may be dilapidated, out of repair and potentially dangerous. The interiors need to be inspected to determine whether the property is safe or can be made safe by reasonable repairs.

Please contact me by Friday, March 20, 2020, to arrange for a date and time when I and other agents of the City may inspect the buildings. If I do not hear from you in by 3/20/20, I will petition Sauk County Circuit Court to issue a Special Inspection Warrant pursuant to Wis. Stat. §66.0119.

It is also possible that based upon the inspection and subsequent report, I may determine that the buildings are in such a state of disrepair that the public interest requires that they be razed per Wis. Stat §66.0413. If that is the case, you will be given an opportunity to raze the buildings on your own. If you fail to do so, the City will do the work at your cost. Before that happens though, you may have the opportunity to bring the buildings up to code if the repairs are considered reasonable as defined in Statute 66.0413, but I want you to be aware of the possible consequences up front.

City of Reedsburg Ordinance:

242-4(E) Razing of buildings. The Building Inspector is hereby authorized to act for the municipality under the provisions of § 66.0413, Wis. Stats., relating to the razing of buildings, and all acts amendatory thereof and supplementary thereto. The municipal Treasurer is authorized to place the assessment and collect the special tax as therein provided.

Thank you for your cooperation and please contact me at the above number or bduvalle@vi.reedsburg.wi.us with any questions.

Brian Duvalle
Planner/Building Inspector

CC: City Attorney's Office

66.0413 Razing buildings.

(1) AUTHORITY AND PROCEDURE.

(a) Definitions. In this subsection:

1. "Building" includes any building or structure or any portion of a building or structure.
2. "Raze a building" means to demolish and remove the building and to restore the site to a dust-free and erosion-free condition.

(b) Raze order. The governing body, building inspector or other designated officer of a municipality may:

1. If a building is old, dilapidated or out of repair and consequently dangerous, unsafe, unsanitary or otherwise unfit for human habitation and unreasonable to repair, order the owner of the building to raze the building or, if the building can be made safe by reasonable repairs, order the owner to either make the building safe and sanitary or to raze the building, at the owner's option.
2. If there has been a cessation of normal construction of a building for a period of more than 2 years, order the owner of the building to raze the building.

(br) Notice of unfitness for occupancy or use; penalty.

1. If a building subject to an order under par. (b) is unsanitary and unfit for human habitation, occupancy or use and is not in danger of structural collapse, the building inspector or other designated officer shall post a placard on the premises containing the following notice: "This Building May Not Be Used For Human Habitation, Occupancy or Use." The building inspector or other designated officer shall prohibit use of the building for human habitation, occupancy or use until necessary repairs have been made.
2. Any person who rents, leases or occupies a building which has been condemned for human habitation, occupancy or use under subd. 1. shall be fined not less than \$5 nor more than \$50 or imprisoned not more than 30 days for each week of the violation, or both.

(c) Reasonableness of repair; presumption. Except as provided in sub. (3), if a municipal governing body, building inspector or designated officer determines that the cost of repairs of a building described in par. (b) 1. would exceed 50 percent of the assessed value of the building divided by the ratio of the assessed value to the recommended value as last published by the department of revenue for the municipality within which the building is located, the repairs are presumed unreasonable for purposes of par. (b) 1.

(d) Service of order. An order under par. (b) shall be served on the owner of record of the building that is subject to the order or on the owner's agent if the agent is in charge of the building in the same manner as a summons is served in circuit court. An order under par. (b) shall be served on the holder of an encumbrance of record by 1st class mail at the holder's last-known address and by publication as a class 1 notice under ch. 985. If the owner and the owner's agent cannot be found or if the owner is deceased and an estate has not been opened, the order may be served by posting it on the main entrance of the building and by publishing it as a class 1 notice under ch. 985 before the time limited in the order begins to run. The time limited in the order begins to run from the date of service on the owner or owner's agent or, if the owner and agent cannot be found, from the date that the order was posted on the building.

(e) Effect of recording order. If a raze order issued under par. (b) is recorded with the register of deeds in the county in which the building is located, the order is considered to have been served, as of the date the raze order is recorded, on any person claiming an interest in the building or the real estate as a result of a conveyance from the owner of record unless the conveyance was recorded before the recording of the raze order.

(f) Failure to comply with order; razing building. An order under par. (b) shall specify the time within which the owner of the building is required to comply with the order and shall specify repairs, if any. If the owner fails or refuses to comply within the time prescribed, the building inspector or other designated officer may proceed to raze the building through any available public agency or by contract or arrangement with private persons, or to secure the building and, if necessary, the property on which the building is located if unfit for human habitation, occupancy or use. The cost of razing or securing the building may be charged in full or in part against the real estate upon which the building is located, and if

that cost is so charged it is a lien upon the real estate and may be assessed and collected as a special charge, but may not be assessed and collected as a special tax. Any portion of the cost charged against the real estate that is not reimbursed under s. 632.103 (2) from funds withheld from an insurance settlement may be assessed and collected as a special tax.

(g) Court order to comply. A municipality, building inspector or designated officer may commence and prosecute an action in circuit court for an order of the court requiring the owner to comply with an order to raze a building issued under this subsection if the owner fails or refuses to do so within the time prescribed in the order, or for an order of the court requiring any person occupying a building whose occupancy has been prohibited under this subsection to

vacate the premises, or any combination of the court orders. A hearing on actions under this paragraph shall be given preference. Court costs are in the discretion of the court.

- (h) *Restraining order.* A person affected by an order issued under par. (b) may within the time provided by s. 893.76 apply to the circuit court for an order restraining the building inspector or other designated officer from razing the building or forever be barred. The hearing shall be held within 20 days and shall be given preference. The court shall determine whether the raze order is reasonable. If the order is found reasonable the court shall dissolve the restraining order. If the order is found not reasonable the court shall continue the restraining order or modify it as the circumstances require. Costs are in the discretion of the court. If the court finds that the order is unreasonable, the building inspector or other designated officer shall issue no other order under this subsection in regard to the same building until its condition is substantially changed. The remedies provided in this paragraph are exclusive remedies and anyone affected by an order issued under par. (b) is not entitled to recover any damages for the razing of the building.
- (i) *Removal of personal property.* If a building subject to an order under par. (b) contains personal property or fixtures which will unreasonably interfere with the razing or repair of the building or if the razing makes necessary the removal, sale or destruction of the personal property or fixtures, the building inspector or other designated officer may order in writing the removal of the personal property or fixtures by a date certain. The order shall be served as provided in par. (d). If the personal property or fixtures are not removed by the time specified the inspector may store, sell or, if it has no appreciable value, destroy the personal property or fixture. If the property is stored the amount paid for storage is a lien against the property and against the real estate and, to the extent that the amount is not reimbursed under s. 632.103 (2) from funds withheld from an insurance settlement, shall be assessed and collected as a special tax against the real estate if the real estate is owned by the owner of the personal property and fixtures. If the property is stored the owner of the property, if known, shall be notified of the place of storage and if the property is not claimed by the owner it may be sold at the expiration of 6 months after it has been stored. The handling of the sale and the distribution of the net proceeds after deducting the cost of storage and any other costs shall be as specified in par. (j) and a report made to the circuit court as specified in par. (j). A person affected by any order made under this paragraph may appeal as provided in par. (h).
- (j) *Sale of salvage.* If an order to raze a building has been issued, the governing body or other designated officer under the contract or arrangement to raze the building may sell the salvage and valuable materials at the highest price obtainable. The net proceeds of the sale, after deducting the expenses of razing the building, shall be promptly remitted to the circuit court with a report of the sale or transaction, including the items of expense and the amounts deducted, for the use of any person entitled to the net proceeds, subject to the order of the court. If there remains no surplus to be turned over to the court, the report shall so state.
- (k) *Public nuisance procedure.* A building which is determined under par. (b) 1. to be old, dilapidated or out of repair and consequently dangerous, unsafe, unsanitary or otherwise unfit for human habitation and unreasonable to repair may be proceeded against as a public nuisance under ch. 823.
- (L) *Effect of subsection.*
 - 1. Acts of municipal authorities under this subsection do not increase the liability of an insurer.
 - 2. This section does not limit powers otherwise granted to municipalities by other laws of this state.



SPECIAL INSPECTION WARRANT

RE:

Street Address: 101 Logelin Drive
Tax Parcel Number: 276-1725-00000
Owner: MEK Properties, LLC

STATE OF WISCONSIN)
) ss.
SAUK COUNTY)

In the Municipal Court for the City of Reedsburg, Sauk County, Wisconsin.

THE STATE OF WISCONSIN, To the City of Reedsburg Planner/Building Inspector and his agents and inspectors:

Whereas, Brian Duvalle has requested the Court issue a Special Inspection Warrant based upon the statements made in his Affidavit which is incorporated by reference herein,

Now, therefore, in the name of the City of Reedsburg, Sauk County, Wisconsin, Brian Duvalle, his agents and inspectors are commanded forthwith to search and inspect the above-described premises for the purposes set forth in the Affidavit. You are further authorized to take reasonable steps to gain entry to the property and conduct an inspection and to secure the premises upon completion of the inspection.

Dated this _____ day of _____, 2020.

Honorable Sandra Cardo-Gorsuch
Municipal Court Judge

Received by me _____, at _____ o'clock, ____ m.

Brian Duvalle, Building/Planning Inspector
City of Reedsburg

STATE OF WISCONSIN

CITY OF REEDSBURG
MUNICIPAL COURT

SAUK COUNTY

AFFIDAVIT OF SERVICE BY MAIL

STATE OF WISCONSIN)
) ss.
COUNTY OF SAUK)

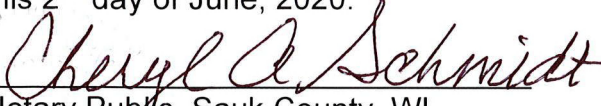
I hereby state that on the 2nd day of June, 2020, at the City of Reedsburg, in Sauk County, Wisconsin, I served MEK Properties, L.L.C. with Affidavit in Support of Special Inspection Warrant and Special Inspection Warrant regarding City of Reedsburg parcel #276-1725-00000 by then and there depositing in the United States mail box at 215 North Walnut Street, Reedsburg, Wisconsin, true copies thereof addressed to:

Frederick T. Ridders, Registered Agent
MEK Properties, L.L.C.
419 Venture Court
P. O. Box 930555
Verona, WI 53593

MEK Properties, L.L.C.
P. O. Box 378
Reedsburg, WI 53959


Debbie Simon

Subscribed and sworn to before me
this 2nd day of June, 2020.


Notary Public, Sauk County, WI
My commission expires: April 16, 2024

Search for:
MEK Properties

Search Records

[Search](#)
[Advanced Search](#)
[Name Availability](#)

Corporate Records

Result of lookup for **M087432** (at 6/2/2020 11:24 AM)

MEK PROPERTIES, L.L.C.

You can: [File an Annual Report](#) - [Request a Certificate of Status](#) - [File a Registered Agent/Office Update Form](#)

Vital Statistics

Entity ID M087432

Registered Effective Date 11/07/2013

Period of Existence PER

Status Administratively Dissolved [Request a Certificate of Status](#)

Status Date 12/09/2019

Entity Type Domestic Limited Liability Company

Annual Report Requirements Limited Liability Companies are required to file an Annual Report under s. 183.0120, WI Statutes.

Addresses

Registered Agent Office FREDERICK T RIKKERS
419 VENTURE COURT
P.O. BOX 930555
VERONA , WI 53593

[File a Registered Agent/Office Update Form](#)

Principal Office 419 VENTURE COURT
VERONA , WI 53593
UNITED STATES OF AMERICA

Historical Information

Annual Reports

Year	Reel	Image	Filed By	Stored On
2016	000	0000	online	database
2014	000	0000	online	database

[File an Annual Report](#) - [Order a Document Copy](#)

Certificates of Newly-elected Officers/Directors None

Old Names None

Chronology

Effective Date	Transaction	Filed Date	Description

11/07/2013	Organized	11/07/2013	E-Form
10/01/2016	Delinquent	10/01/2016	
12/30/2016	Restored to Good Standing	12/30/2016	OnlineForm 5
10/01/2018	Delinquent	10/01/2018	
10/09/2019	Notice of Administrative Dissolution	10/09/2019	
12/09/2019	Administrative Dissolution	12/09/2019	

[Order a Document Copy.](#)

Wis. Stat. § 66.0413

This document is current through Act 31 of the 2021-2022 Legislative Session

LexisNexis® Wisconsin Annotated Statutes > Functions and Government of Municipalities (Chs. 59 — 68) > Chapter 66. General Municipality Law (Subchs. I — XIII) > Subchapter IV Regulation (§§ 66.0401 — 66.0439)

66.0413. Razing buildings.

(1) Authority and procedure.

(a) Definitions.In this subsection:

- 1.“Building” includes any building or structure or any portion of a building or structure.
- 2.“Raze a building” means to demolish and remove the building and to restore the site to a dust-free and erosion-free condition.

(b) Raze order.The governing body, building inspector or other designated officer of a municipality may:

- 1.If a building is old, dilapidated or out of repair and consequently dangerous, unsafe, unsanitary or otherwise unfit for human habitation and unreasonable to repair, order the owner of the building to raze the building or, if the building can be made safe by reasonable repairs, order the owner to either make the building safe and sanitary or to raze the building, at the owner’s option.
- 2.If there has been a cessation of normal construction of a building for a period of more than 2 years, order the owner of the building to raze the building.

(br) Notice of unfitness for occupancy or use; penalty.

- 1.If a building subject to an order under par. (b) is unsanitary and unfit for human habitation, occupancy or use and is not in danger of structural collapse, the building inspector or other designated officer shall post a placard on the premises containing the following notice: “This Building May Not Be Used For Human Habitation, Occupancy or Use.” The building inspector or other designated officer shall prohibit use of the building for human habitation, occupancy or use until necessary repairs have been made.
- 2.Any person who rents, leases or occupies a building which has been condemned for human habitation, occupancy or use under subd. 1. shall be fined not less than \$5 nor more than \$50 or imprisoned not more than 30 days for each week of the violation, or both.

(c) Reasonableness of repair; presumption.Except as provided in sub. (3), if a municipal governing body, building inspector or designated officer determines that the cost of repairs of a building described in par. (b) 1. would exceed 50 percent of the assessed value of the building divided by the ratio of the assessed value to the recommended value as last published by the department of revenue for the municipality within which the building is located, the repairs are presumed unreasonable for purposes of par. (b) 1.

(d) Service of order.An order under par. (b) shall be served on the owner of record of the building that is subject to the order or on the owner’s agent if the agent is in charge of the building in the same manner as a summons is served in circuit court. An order under par. (b) shall be served on the holder of an encumbrance of record by 1st class mail at the holder’s last-known address and by publication as a class 1 notice under ch. 985. If the owner and the owner’s agent cannot be found or if the owner is

deceased and an estate has not been opened, the order may be served by posting it on the main entrance of the building and by publishing it as a class 1 notice under ch. 985 before the time limited in the order begins to run. The time limited in the order begins to run from the date of service on the owner or owner's agent or, if the owner and agent cannot be found, from the date that the order was posted on the building.

(e) Effect of recording order. If a raze order issued under par. (b) is recorded with the register of deeds in the county in which the building is located, the order is considered to have been served, as of the date the raze order is recorded, on any person claiming an interest in the building or the real estate as a result of a conveyance from the owner of record unless the conveyance was recorded before the recording of the raze order.

(f) Failure to comply with order; razing building. An order under par. (b) shall specify the time within which the owner of the building is required to comply with the order and shall specify repairs, if any. If the owner fails or refuses to comply within the time prescribed, the building inspector or other designated officer may proceed to raze the building through any available public agency or by contract or arrangement with private persons, or to secure the building and, if necessary, the property on which the building is located if unfit for human habitation, occupancy or use. The cost of razing or securing the building may be charged in full or in part against the real estate upon which the building is located, and if that cost is so charged it is a lien upon the real estate and may be assessed and collected as a special charge, but may not be assessed and collected as a special tax. Any portion of the cost charged against the real estate that is not reimbursed under s. 632.103 (2) from funds withheld from an insurance settlement may be assessed and collected as a special tax.

(g) Court order to comply. A municipality, building inspector or designated officer may commence and prosecute an action in circuit court for an order of the court requiring the owner to comply with an order to raze a building issued under this subsection if the owner fails or refuses to do so within the time prescribed in the order, or for an order of the court requiring any person occupying a building whose occupancy has been prohibited under this subsection to vacate the premises, or any combination of the court orders. A hearing on actions under this paragraph shall be given preference. Court costs are in the discretion of the court.

(h) Restraining order. A person affected by an order issued under par. (b) may within the time provided by s. 893.76 apply to the circuit court for an order restraining the building inspector or other designated officer from razing the building or forever be barred. The hearing shall be held within 20 days and shall be given preference. The court shall determine whether the raze order is reasonable. If the order is found reasonable the court shall dissolve the restraining order. If the order is found not reasonable the court shall continue the restraining order or modify it as the circumstances require. Costs are in the discretion of the court. If the court finds that the order is unreasonable, the building inspector or other designated officer shall issue no other order under this subsection in regard to the same building until its condition is substantially changed. The remedies provided in this paragraph are exclusive remedies and anyone affected by an order issued under par. (b) is not entitled to recover any damages for the razing of the building.

(i) Removal of personal property. If a building subject to an order under par. (b) contains personal property or fixtures which will unreasonably interfere with the razing or repair of the building or if the razing makes necessary the removal, sale or destruction of the personal property or fixtures, the building inspector or other designated officer may order in writing the removal of the personal property or fixtures by a date certain. The order shall be served as provided in par. (d). If the personal property or fixtures are not removed by the time specified the inspector may store, sell or, if it has no appreciable value, destroy the personal property or fixture. If the property is stored the amount paid for storage is a lien against the property and against the real estate and, to the extent that the amount is not reimbursed under s. 632.103 (2) from funds withheld from an insurance settlement, shall be assessed and collected as a special tax against the real estate if the real estate is owned by the owner of the personal property and fixtures. If the property is stored the owner of the property, if known, shall be

notified of the place of storage and if the property is not claimed by the owner it may be sold at the expiration of 6 months after it has been stored. The handling of the sale and the distribution of the net proceeds after deducting the cost of storage and any other costs shall be as specified in par. (j) and a report made to the circuit court as specified in par. (j). A person affected by any order made under this paragraph may appeal as provided in par. (h).

(j) Sale of salvage. If an order to raze a building has been issued, the governing body or other designated officer under the contract or arrangement to raze the building may sell the salvage and valuable materials at the highest price obtainable. The net proceeds of the sale, after deducting the expenses of razing the building, shall be promptly remitted to the circuit court with a report of the sale or transaction, including the items of expense and the amounts deducted, for the use of any person entitled to the net proceeds, subject to the order of the court. If there remains no surplus to be turned over to the court, the report shall so state.

(k) Public nuisance procedure. A building which is determined under par. (b) 1. to be old, dilapidated or out of repair and consequently dangerous, unsafe, unsanitary or otherwise unfit for human habitation and unreasonable to repair may be proceeded against as a public nuisance under ch. 823.

(L) Effect of subsection.

1. Acts of municipal authorities under this subsection do not increase the liability of an insurer.

2. This section does not limit powers otherwise granted to municipalities by other laws of this state.

(2) Razing building that is a public nuisance; in rem procedure.

(a) Definitions. In this subsection:

1. "Building" means a building, dwelling or structure.

2. "Public nuisance" means a building that, as a result of vandalism or any other reason, has deteriorated or is dilapidated or blighted to the extent that windows, doors or other openings, plumbing or heating fixtures, or facilities or appurtenances of the building are damaged, destroyed or removed so that the building offends the aesthetic character of the immediate neighborhood and produces blight or deterioration.

3. "Raze a building" means to demolish and remove the building and to restore the site to a dust-free and erosion-free condition.

(b) Notification of nuisance. If the owner of a building in a city, village or town permits the building to become a public nuisance, the building inspector or other designated officer of the city, village or town shall issue a written notice of the defect that makes the building a public nuisance. The written notice shall be served on the owner of the building as provided under sub. (1) (d) and shall direct the owner to remedy the defect within 30 days following service.

(c) Failure to remedy; court order to remedy or raze.

1. If an owner fails to remedy or improve the defect in accordance with the written notice under par. (b) within the 30-day period specified in the written notice, the building inspector or other designated officer shall apply to the circuit court of the county in which the building is located for an order determining that the building constitutes a public nuisance. As a part of the application for the order from the circuit court the building inspector or other designated officer shall file a verified petition which recites the giving of written notice, the defect in the building, the owner's failure to comply with the notice and other pertinent facts. A copy of the petition shall be served upon the owner of record or the owner's agent if an agent is in charge of the building and upon the holder of any encumbrance of record under sub. (1) (d). The owner shall reply to the petition within 20 days following service upon the owner. Upon application by the building inspector or other designated officer the circuit court shall set promptly the petition for hearing. Testimony shall be taken by the circuit court with respect to the allegations of the petition and denials contained in the verified answer. If the circuit court after hearing the evidence on the petition and answer determines that

the building constitutes a public nuisance, the court shall issue promptly an order directing the owner of the building to remedy the defect and to make such repairs and alterations as may be required. The court shall set a reasonable period of time in which the defect shall be remedied and the repairs or alterations completed. A copy of the order shall be served upon the owner as provided in sub. (1) (d). The order of the circuit court shall state in the alternative that if the order of the court is not complied with within the time fixed by the court, the court will appoint a receiver or authorize the building inspector or other designated officer to proceed to raze the building under par. (d).

2. In an action under this subsection, the circuit court before which the action is commenced shall exercise jurisdiction in rem or quasi in rem over the property that is the subject of the action. The owner of record of the property, if known, and all other persons of record holding or claiming any interest in the property shall be made parties defendant, and service of process may be made upon them.

3. It is not a defense to an action under this subsection that the owner of record of the property is a different person or entity than the owner of record of the property on or after the date the action was commenced if a lis pendens was filed before the change of ownership.

(d) Failure to comply with court order. If the order of the circuit court under par. (c) is not complied with within the time fixed by the court under par. (c), the court shall authorize the building inspector or other designated officer to raze the building or shall appoint a disinterested person to act as receiver of the property to do either of the following within a reasonable period of time set by the court:

1. Remedy the defect and make any repairs and alterations necessary to meet the standards required by the building code or any health order. A receiver appointed under this subdivision, with the approval of the circuit court, may borrow money against and mortgage the property held in receivership as security in any amount necessary to remedy the defect and make the repairs and alterations. For the expenses incurred to remedy the defect and make the repairs and alterations necessary under this subdivision, the receiver has a lien upon the property. At the request of and with the approval of the owner, the receiver may sell the property at a price equal to at least the appraised value of the property plus the cost of any repairs made under this subdivision. The selling owner is liable for those costs.

2. Secure and sell the building to a buyer who demonstrates to the circuit court an ability and intent to rehabilitate the building and to have the building reoccupied in a legal manner.

(e) Receiver; order to raze.

1. A receiver appointed under par. (d) shall collect all rents and profits accruing from the property held in receivership and pay all costs of management, including all general and special real estate taxes or assessments and interest payments on first mortgages on the property. A receiver under par. (d) shall apply moneys received from the sale of property held in receivership to pay all debts due on the property in the order set by law and shall pay any balance to the selling owner if the circuit court approves.

2. The circuit court shall set the fees and bond of a receiver appointed under par. (d) and may discharge the receiver as the court considers appropriate.

3. Nothing in this subsection relieves the owner of property for which a receiver has been appointed under par. (d) from any civil or criminal responsibility or liability except that the receiver has civil and criminal responsibility and liability for all matters and acts directly under the receiver's authority or performed at his or her discretion.

4. If a defect is not remedied and repairs and alterations are not made within the time limit set by the circuit court under par. (d), the court shall order that the building inspector or other designated officer proceed to raze the building.

5. All costs and disbursements to raze a building under this subsection shall be as provided under sub. (1) (f).

(3) Razing historic buildings.

(a) In this subsection:

1. "Cost of repairs" includes the estimated cost of repairs that are necessary to comply with applicable building codes, or other ordinances or regulations, governing the repair or renovation of a historic building.

1m. "Historic building" means any building or object listed on, or any building or object within and contributing to a historic district listed on, the national register of historic places in Wisconsin, the state register of historic places or a list of historic places maintained by a municipality.

2. "Municipality" means a city, village, county or town.

(b) The state historical society shall notify a municipality of any historic building located in the municipality. If a historic district lies within a municipality, the historical society shall furnish to the municipality a map delineating the boundaries of the district.

(c) If an order is issued under this section to raze and remove a historic building and restore the site to a dust-free and erosion-free condition, an application is made for a permit to raze and remove a historic building and restore the site to a dust-free and erosion-free condition or a municipality intends to raze and remove a municipally owned historic building and restore the site to a dust-free and erosion-free condition, the municipality in which the historic building is located shall notify the state historical society of the order, application or intent. No historic building may be razed and removed nor the site restored to a dust-free and erosion-free condition for 30 days after the notice is given, unless a shorter period is authorized by the state historical society. If the state historical society authorizes a shorter period, however, such a period shall be subject to any applicable local ordinance. During the 30-day period, the state historical society shall have access to the historic building to create or preserve a historic record. If the state historical society completes its creation or preservation of a historic record, or decides not to create or preserve a historic record, before the end of the 30-day period, the society may waive its right to access the building and may authorize the person who intends to raze and remove the building, and restore the site to a dust-free and erosion-free condition, to proceed before the end of such period, except that such a person shall be subject to any applicable local ordinance.

(d) If a municipal governing body, inspector of buildings or designated officer determines that the cost of repairs to a historic building would be less than 85 percent of the assessed value of the building divided by the ratio of the assessed value to the recommended value as last published by the department of revenue for the municipality within which the historic building is located, the repairs are presumed reasonable.

(4) First class cities; other provisions.

(a) First class cities may adopt by ordinance alternate or additional provisions governing the placarding, closing, razing and removal of a building and the restoration of the site to a dust-free and erosion-free condition.

(b) This subsection shall be liberally construed to provide 1st class cities with the largest possible power and leeway of action.

History

Sup. Ct. Order, 67 Wis. 2d 750; 1977 c. 187; 1979 c. 323; 1981 c. 341; 1983 a. 108, 192, 219; 1983 a. 275 s. 15 (2); 1987 a. 395; 1989 a. 347; 1991 a. 39, 316; 1993 a. 213, 246, 267, 382, 491; 1995 a. 225; 1997 a. 187; 1999 a. 67; 1999 a. 150 ss. 98 to 108, 134 to 149; Stats. 1999 s. 66.0413; 2001 a. 103; 2005 a. 442; 2013 a. 87.

LexisNexis® Wisconsin Annotated Statutes
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End of Document

Staff Report

DATE: May 11, 2021

APPLICANT: George Kamperman

LOCATION: 927/929 Exhibit Circle; parcel #2408-143

PROPOSED LAND USE CHANGE: Certified Survey Map (CSM)

DESCRIPTION OF PROPERTY/IMPROVEMENTS: Consider recommendation of CSM and property agreement to divide the current property into two tax parcels. Each parcel would contain half of the existing duplex (zero lot line).

General Findings

SURROUNDING LAND USES:

- North – Two-family residential
- West – Stormwater detention
- South – Single-family residential
- East – Single-family residential

ZONING:

- North- R-2 Residential
- West- Government
- South- R-2 Residential
- East- R-2 Residential

TOPOGRAPHY: Flat slopes

STREET R.O.W./TRAFFIC/ACCESS: Exhibit Circle; 66' ROW

ENVIRONMENTAL HAZARDS/CONDITIONS: None known

COMPREHENSIVE PLAN DESIGNATION: Residential

COMMENTS FROM OTHER DEPARTMENTS/AGENCIES

POLICE:

FIRE:

PUBLIC WORKS:

UTILITIES:

SCHOOLS:

PARKS:

ADMINISTRATOR:

Exhibit List

- A. City of Reedsburg Comprehensive Plan
- B. Zoning Ordinance, City of Reedsburg, Wisconsin
- C. Tuesday, May 11, 2021, Plan Commission Agenda
- D. Land Use Application
- E. Staff Report
- F. Notice of Public Meeting

City of Reedsburg Land Use Application

134 S. Locust St.
PO Box 490
Reedsburg, WI 53959

Ph: 608-524-6404
Fax: 608-524-8458
bduvalle@ci.reedsburg.wi.us

APPLICANT: GEORGE W KAMPERMAN

ADDRESS: 312 WASHINGTON **CITY:** WISCONSIN DELLS **STATE:** WI

ZIP: 53965 **PHONE:** 608-253-5311 **FAX:** _____

E-MAIL: GEORGE @ KAMPERMAN.COM

PROPERTY OWNER: (if different from Applicant) _____

LOCATION: 927 EXHIBIT CIRCLE **PARCEL #:** LOT 57

2408-143

LAND USE REQUEST

(Please describe one or more as applicable – attach extra pages/maps if necessary)

☒ **Certified Survey Map (CSM):** ZERO LOT LINE FOR MY FAMILY DUPLEX

☐ **Conditional Use Permit:** _____

For **CONDITIONAL USE PERMIT** requests, also answer "A & B" on back page.

☐ **Preliminary Plat:** _____ **Final Plat:** _____ **Name of Plat:** _____

☐ **Rezoning - From:** _____ **To:** _____ **TID #** _____

☐ **Site Plan Review:** (See "B" on back page) _____

☐ **Zoning Appeal / Interpretation:** _____

☐ **Zoning Variance:** _____

For **VARIANCE** requests, also answer "C" on back page.

☐ **Other or Annexation:** _____

AFFIDAVIT

I certify that the information and plans submitted are true and accurate to the best of my knowledge. I also give permission to City zoning officials to enter my property for inspection purposes and for a temporary Zoning sign to be placed in my yard prior to the meeting.

George W. Kamperman 4-23-2021

Applicant Signature / Date

George W. Kamperman 4-23-2021

Owner Signature / Date

Extraterritorial Committee Date: _____
Plan Commission Date: _____
Board of Zoning Appeals Date: _____
City Council Action & Date: _____

Account #10-461500-00

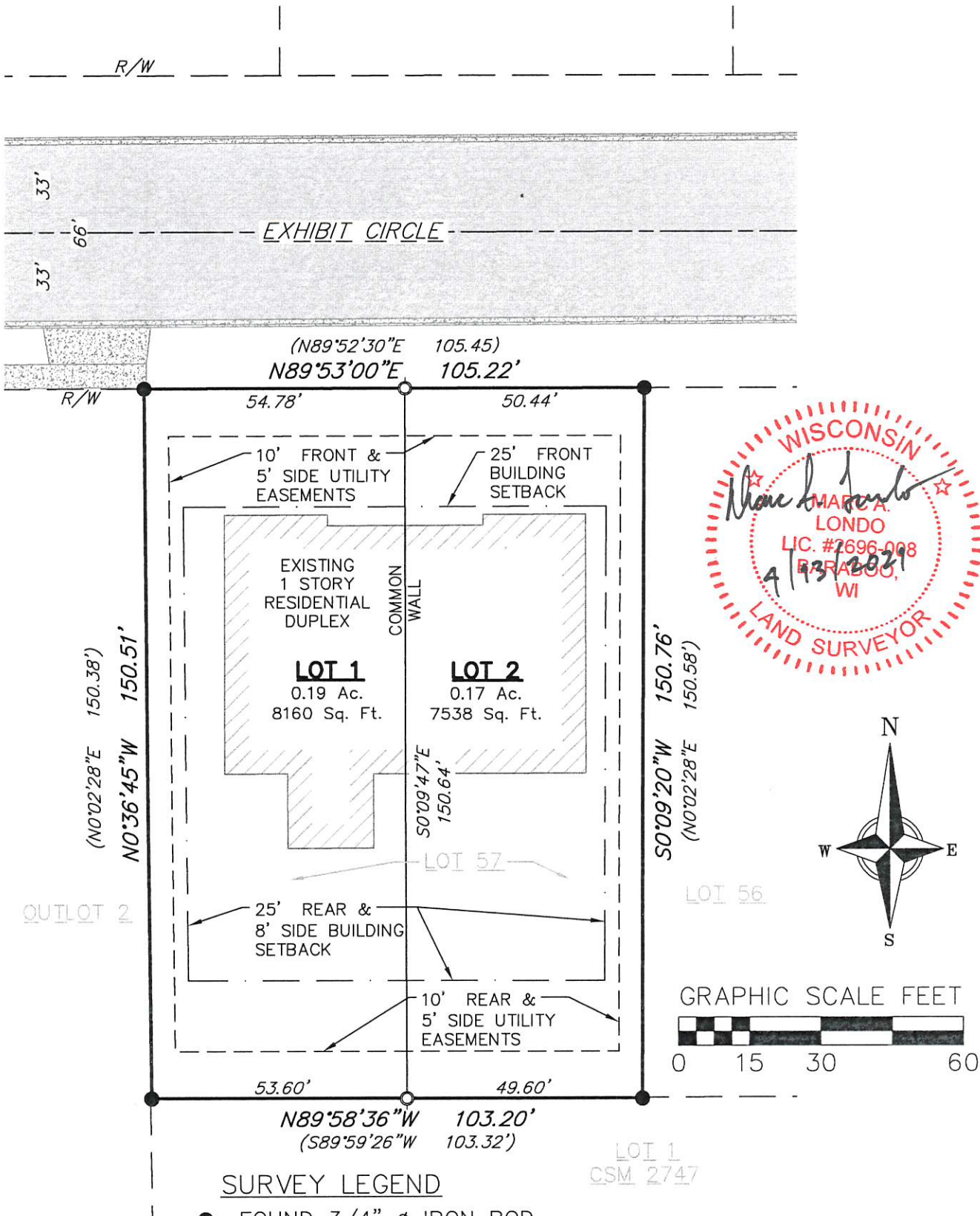
**The applicant or representative MUST
ATTEND the meeting.**

G:\wpnet\Zoning - Planning\Land Use Appl.doc

Cond Use Permit \$200 _____
Cond Use-Agriculture \$400 _____
Variance \$125 _____
Rezoning \$200 _____
C.S.M. \$175 _____
Subdivision Plat \$610 _____
- w/ Stormwater Plan \$100 _____
Site Plan Review \$175 _____
Annexation \$200 _____
Plan Amend \$200 _____

Date Paid 4-26-2021
Receipt # 1. 037692

SAUK COUNTY CERTIFIED SURVEY MAP
LOT 57 OF THE THIRD ADDITION WESTERFAIR SUBDIVISION,
LOCATED IN THE SE 1/4 OF THE SW 1/4 OF SECTION 9, T12N, R4E,
CITY OF REEDSBURG, SAUK COUNTY, WISCONSIN



SURVEY LEGEND

- FOUND 3/4" Ø IRON ROD
- ⊙ SET 3/4" Ø IRON ROD

SURVEYOR'S NOTES:

- Bearings are referenced to the Wisconsin Coordinate Reference System, Sauk County (WICRS Sauk NAD 83/2011). The west line of Lot 57 of the Third Addition Westerfair Subdivision bears N00°36'45"W.
- Field work was performed on 4/8/2021.
- See sheet 2 of 2 for Surveyor's Certificate with Legal Description, Owner's Certificate and City of Reedsburg Approval Certificate.
- The existing one story residential duplex was under construction but substantially complete at the time field measurements were collected.
- This Certified Survey Map is intended to create 2 tax parcels, each containing 1 unit of the 2 unit residential duplex.

vierbicher
planners | engineers | advisors

Phone: (800) 261-3898



REVISIONS

JOB NO. 210149

SCALE

1" = 30'

CHECKED

wbul

DRAFTER

mlon

FILE

210149.DWG

DATE

4/13/2021

SHEET

1 OF 2

SAUK COUNTY CERTIFIED SURVEY MAP
LOT 57 OF THE THIRD ADDITION WESTERFAIR SUBDIVISION,
LOCATED IN THE SE ¼ OF THE SW ¼ OF SECTION 9, T12N, R4E,
CITY OF REEDSBURG, SAUK COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

I, Marc A. Londo, Wisconsin Professional Land Surveyor No. 2696, hereby certify: That in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes, Chapter A-E7 of the Wisconsin Administrative Code and the subdivision regulations of the City of Reedsburg, and under the direction of George W. Kamperman, owner, I have surveyed, divided and mapped this Certified Survey; that such plat correctly represents all exterior boundaries and the subdivision of the land surveyed to the best of my information, Knowledge and belief; and that this land is located in the SE ¼ of the SW ¼ of Section 9, T12N, R4E, City of Reedsburg, Sauk County, Wisconsin, containing .036 acres, (15,967 Sq. Ft.) of land and described as follows:

Lot 57 of the Third Addition Westerfair Subdivision.

Marc A. Londo 4/13/2021
Marc A. Londo, WI PLS-2696 Date
Vierbicher Associates, Inc.



OWNER'S CERTIFICATE

As owner, I hereby certify that I caused the land described on this Certified Survey Map to be surveyed, divided and mapped as represented on page 1 herein. I also certify that this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

The City of Reedsburg Common Council

WITNESS the hand and seal of said owner(s) this _____ day of _____, 2021.
In presence of:

George W. Kamperman

STATE OF WISCONSIN)

_____(COUNTY) ss

Personally came before me this _____ day of _____, 2021, the above named

George W. Kamperman to me known to be the same person who executed the foregoing instrument and acknowledged the same.

Notary Public, _____
Wisconsin
My commission expires _____

CITY OF REEDSBURG APPROVAL CERTIFICATE

Resolved, that this Certified Survey in the City of Reedsburg, George W. Kamperman, owner, is hereby approved by the common council of the City of Reedsburg.

David G. Estes, Mayor Date

Jacob Crosetto, Clerk/Treasurer Date

vierbicher
planners | engineers | advisors

Phone: (800) 261-3898



REVISIONS	SCALE na	SHEET 2 OF 2
	CHECKED wbul	
	DRAFTER mlon	
	FILE 210149.DWG	
JOB NO. 210149	DATE 4/13/2021	

Zero Lot Line Duplex Covenants

Document Number

Document Title

This document defines the covenants for a zero lot line duplex located at 927 and 929 Exhibit Circle, City of Reedsburg, Sauk County, Wisconsin, and described as follows:

Lots 1 and Lots 2 of CSM _____, located in the Third Addition Westerfair Subdivision, located in the SE ¼ of the SW ¼ of Section 9, T12N, R4E, City of Reedsburg, Sauk County, Wisconsin, containing 0.36 acres. 

Recording Data

Article 1 - Definitions

For the purpose of this Declaration, the following terms shall have the meanings here ascribed to them:

1. “Living Unit” shall mean and refer to any portion of a residence building situated upon the Properties designed and intended for use and occupancy as a residence by a single family.
2. “Lot” shall mean and refer to any portion of land in the Properties upon which a Living Unit is situated, whether or not the same is a platted lot.
3. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers and vendees, but excluding those having such interest merely as security for the performance of an obligation, and excluding those having a lien upon the property by provision or operation of law.
4. “Properties” shall mean and refer to the real property hereinbefore described.
5. “Zero (0) Lot Line” means side by side single family attached dwelling.

Name and Return Address
Clifford D. Bobholz
Boardman & Clark LLP
PO Box 443
Baraboo, WI 53913

(Tax parcel numbers)

Parcel Identification Number (PIN)

Article II – Shared Walls

1. General Rules of Law to Apply. Each wall which is built as part of the general construction of any Living Unit upon the Properties and placed on the dividing line between two Living Units shall constitute a party wall and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto. Whenever improvements abut on the common boundary line between adjoining units there shall be a one-hour firewall running from the lowest floor level, including the basement if it is the common wall, to the underside of the roof sheathing. Such basement wall, if any, shall be waterproofed masonry.
2. Shares of Repair and Maintenance. The cost of reasonable repair and maintenance of each party wall shall be shared by the Owners in equal share.
3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty or by physical deterioration, any Owner who has used the wall may restore it, and shall have an easement over the adjoining Living Unit for purposes of making such restoration, and if other Owners thereafter make use of the wall they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from other Owners under any rule of law regarding liability for negligent or willful acts or omissions.
4. Weatherproofing. Notwithstanding any other provision of this Article, any Owner who by his negligent or willful

act, causes any party wall to be exposed to the elements or excessive heat or cold shall bear the whole cost of furnishing the necessary protection against such elements or heat or cold, and of repairing the party wall from damages caused by such exposure.

5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the Lot and shall pass to such Owner's successors in title.
6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provision of this Article, each party shall choose one arbitrator and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved. If either party refuses or fails to promptly appoint an arbitrator, the same may be appointed by any Circuit Judge of Sauk County, Wisconsin. Arbitration shall be in accordance with the rules of the American Arbitration Association.
7. Encroachment. If any portions of a Living Unit or any Lot shall actually encroach upon any other Lot, or if any such encroachment shall hereafter arise because of settling or shifting of the building or other cause, there shall be deemed to be an easement in favor of the Owner of the encroaching Living Unit to the extent of such encroachment so long as the same shall exist.
8. Construction Liens. Each Owner of a Living Unit ("Defaulting Owner") agrees to indemnify and hold harmless the Owner of an adjoining Living Unit for any construction liens arising from work done or material supplied to make repairs or replacements for which the Defaulting Owner is responsible.

Article III – Other Provisions Governing Relationship Among Owners of Adjoining Living Units

1. Insurance – Replacement/Construction. Each Owner shall maintain fire and extended coverage insurance on his Living Unit in the full replacement/construction cost thereof, and shall, in the event of damage to or destruction of his Living Unit, restore it to the condition in which it was prior to the damage or destruction.
2. Maintenance. Each Owner of a Living Unit shall maintain his Lot and the exterior of his Living Unit in good condition and repair and in a clean and neat condition. Each owner shall have an easement for the ease of maintenance of their own lot through the adjoining lot. 
3. Architectural Control.
 - a. The Owner of a Living Unit may replace exterior components of his Living Units with similar components of the same design and color, and may paint the exterior of his Living Unit with paint of the existing color of the exterior, but he may not, either in the course of ordinary replacement or remodeling or restoration after damage or destruction, employ different siding or roofing material or a different color scheme,  without the consent of the Owner of the adjoining Unit.
 - b. In the event of any dispute arising concerning a change in siding or roofing material or color scheme, each party shall choose an arbitrator and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved. The arbitrator's decision shall be based on their decision of whether the proposed siding or roofing material or color scheme is in harmony with the design of the adjoining Living Unit. If either party refuses or fails to promptly appoint an arbitrator, the same may be appointed by any Circuit Judge for Sauk County, Wisconsin. Arbitration shall be in accordance with the rules of the American Arbitration Association.
4. Easements for Utilities. Each Owner shall have an easement over the property of the other Owner for purposes of maintaining water, sewer, natural gas, telephone, cable TV, and other utilities that may enter the side by side single family attached dwelling from a single source and then branch into each individual family dwelling.

Article IV – General Provisions

1. Enforcement. The Owner of any Living Unit involved shall have the right to enforce, by any proceeding at law or in equity, or both, all of the terms and provisions of this Declaration. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
2. Severability. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the

other provisions, which shall remain in full force and effect.

3. Amendments. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them in perpetuity unless an instrument signed by a majority of the then Owners of the Lots and the City of Reedsburg has been recorded, agreeing to change said covenants in whole or in part. 
4. City. Even though this document was made a condition of a conditional use approval to the undersigned, their assignees, or heirs, **absolve the City of any and all liability.** Further, the undersigned understands the City of Reedsburg is not an enforcing agency to any portion of this document. 

Dated : _____, 2021

All OWNERS:

_____(Addresses)_____
Lot 1 and Lot 2 of CSM _____

By: George W. Kamperman, Trustee of the
George W. Kamperman Trust, dated April 24, 1998

ACKNOWLEDGEMENT

STATE OF WISCONSIN
COUNTY OF SAUK _____

Personally came before me on _____, 2021,
George W. Kamperman, to me known to be the person who
executed the foregoing instrument, and acknowledged the
same.

Notary Public, _____ County, Wisconsin
My Commission: _____.

CERTIFICATION OF CITY OF REEDSBURG

_____, **City Attorney** for the City of
Reedsburg, hereby certifies that he has reviewed the above
Covenants for a zero lot line duplex and they conform to
the requirements set forth in the City Code.

Dated: _____

Reedsburg City Attorney

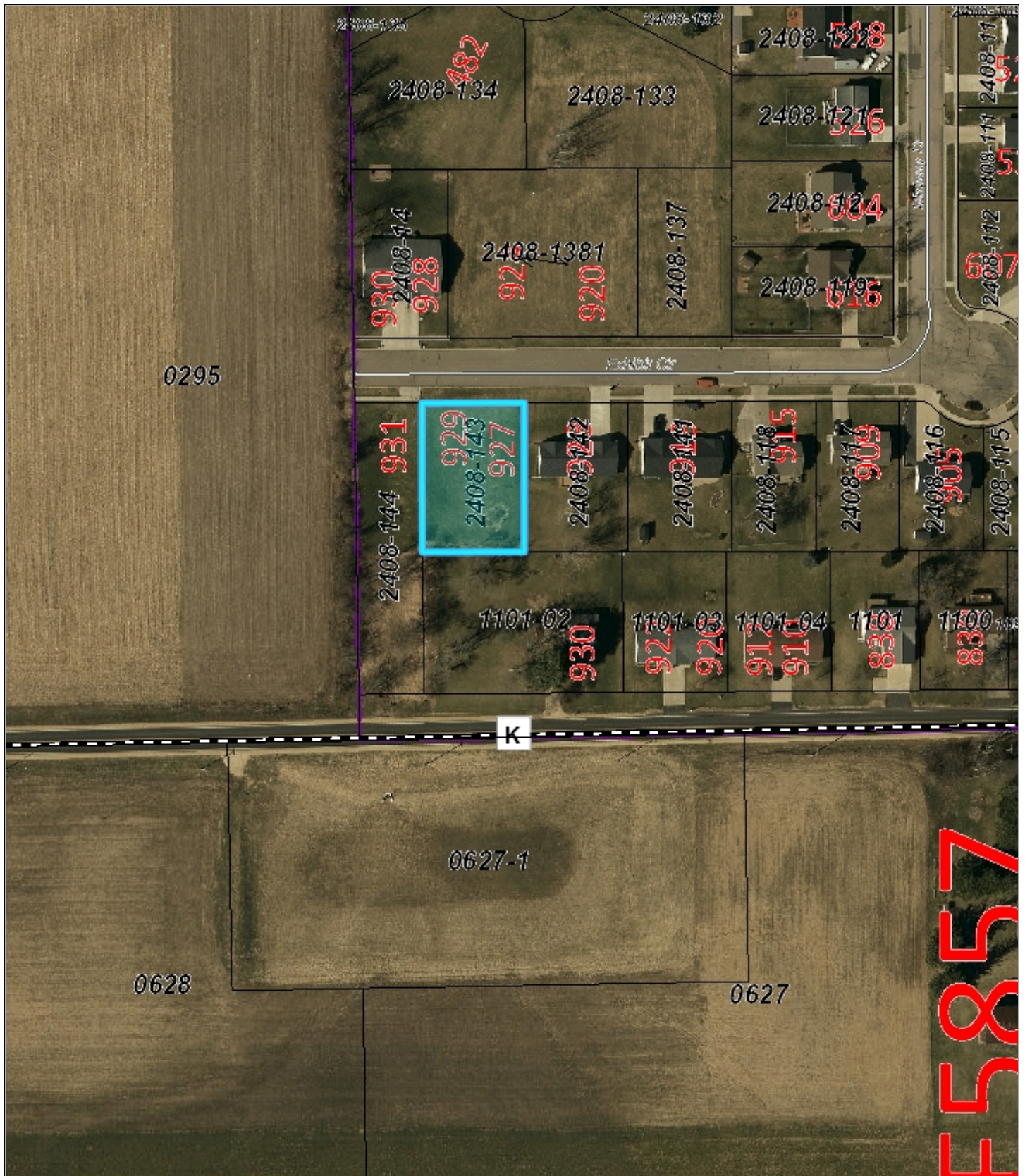
Drafted by:
Attorney Clifford D. Bobholz
Boardman & Clark LLP
Baraboo, WI 53913-0443

ACKNOWLEDGEMENT

STATE OF WISCONSIN
COUNTY OF SAUK

Personally came before me on _____, 2021,
_____, to me known to be
the person who executed the foregoing instrument and
acknowledged the same.

Notary Public, Sauk County, Wisconsin
My Commission Expires: _____



City of Reedsburg GIS

DISCLAIMER: The City of Reedsburg does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.



SCALE: 1" = 139'

CITY OF REEDSBURG

134 S. Locust Street
PO Box 490
Reedsburg, WI 53959
608-524-6404

Print Date: 4/28/2021

RESOLUTION
(Kamperman CSM – 927/929 Exhibit Circle; parcel #2408-14300)

File No. 4440-21

Resolved, that this Certified Survey located in the City of Reedsburg is hereby approved by the Common Council of the City of Reedsburg.

STATE OF WISCONSIN)
COUNTY OF SAUK)

I hereby certify that the foregoing resolution is a true, correct and complete copy of a resolution duly and regularly passed by the Common Council of the City of Reedsburg on the 24th day of May, 2021, and that said resolution has not been repealed or amended, and is now in full force and effect.

Dated this 24th day of May, 2021.

Jacob Crosetto
City Clerk

Zero Lot Line Duplex Covenants

Document Number

Document Title

This document defines the covenants for a zero lot line duplex located at 927 Exhibition Circle and 929 Exhibition Circle, City of Reedsburg, Sauk County, Wisconsin, and described as follows:

Lots 1 and Lots 2 of CSM _____, located in the Third Addition Westerfair Subdivision, located in the SE ¼ of the SW ¼ of Section 9, T12N, R4E, City of Reedsburg, Sauk County, Wisconsin, containing .036 acres, “the Properties”.

Article 1 - Definitions

For the purpose of this Declaration, the following terms shall have the meanings here ascribed to them:

1. “Living Unit” shall mean and refer to any portion of a residence building situated upon the Properties designed and intended for use and occupancy as a residence by a single family.
2. “Lot” shall mean and refer to any portion of land in the Properties upon which a Living Unit is situated, whether or not the same is a platted lot.
3. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers and vendees, but excluding those having such interest merely as security for the performance of an obligation, and excluding those having a lien upon the property by provision or operation of law.
4. “Properties” shall mean and refer to the real property hereinbefore described.
5. “Zero (0) Lot Line” means side by side single family attached dwelling.

Recording Data

Name and Return Address
Clifford D. Bobholz
Boardman & Clark LLP
PO Box 443
Baraboo, WI 53913

Parcel Identification Number (PIN)

Article II – Shared Walls

1. General Rules of Law to Apply. Each wall which is built as part of the general construction of any Living Unit upon the Properties and placed on the dividing line between two Living Units shall constitute a party wall and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto. Whenever improvements abut on the common boundary line between adjoining units there shall be a one-hour firewall running from the lowest floor level, including the basement if it is the common wall, to the underside of the roof sheathing. Such basement wall, if any, shall be waterproofed masonry.
2. Shares of Repair and Maintenance. The cost of reasonable repair and maintenance of each party wall shall be shared by the Owners in equal share.
3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty or by physical deterioration, any Owner who has used the wall may restore it, and shall have an easement over the adjoining Living Unit for purposes of making such restoration, and if other Owners thereafter make use of the wall they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from other Owners under any rule of law regarding liability for negligent or willful acts or omissions.
4. Pursuant to Ordinance sec. 690-28.1 C.6.(c), of the City of Reedsburg Ordinances, a detached single-family

residence may not be constructed on any of the affected lots in the event either or all sides of the zero lot line construction dwelling are destroyed.

5. Weatherproofing. Notwithstanding any other provision of this Article, any Owner who by his negligent or willful act, causes any party wall to be exposed to the elements or excessive heat or cold shall bear the whole cost of furnishing the necessary protection against such elements or heat or cold, and of repairing the party wall from damages caused by such exposure.
6. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the Lot and shall pass to such Owner's successors in title.
7. Arbitration. In the event of any dispute arising concerning a party wall, or under the provision of this Article, each party shall choose one arbitrator and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved. If either party refuses or fails to promptly appoint an arbitrator, the same may be appointed by any Circuit Judge of Sauk County, Wisconsin. Arbitration shall be in accordance with the rules of the American Arbitration Association.
8. Encroachment. If any portions of a Living Unit or any Lot shall actually encroach upon any other Lot, or if any such encroachment shall hereafter arise because of settling or shifting of the building or other cause, there shall be deemed to be an easement in favor of the Owner of the encroaching Living Unit to the extent of such encroachment so long as the same shall exist.
9. Construction Liens. Each Owner of a Living Unit ("Defaulting Owner") agrees to indemnify and hold harmless the Owner of an adjoining Living Unit for any construction liens arising from work done or material supplied to make repairs or replacements for which the Defaulting Owner is responsible.

Article III – Other Provisions **Governing Relationship Among Owners of Adjoining Living Units**

1. Insurance – Replacement/Construction. Each Owner shall maintain fire and extended coverage insurance on his Living Unit in the full replacement/construction cost thereof, and shall, in the event of damage to or destruction of his Living Unit, restore it to the condition in which it was prior to the damage or destruction.
2. Maintenance. Each Owner of a Living Unit shall maintain his Lot and the exterior of his Living Unit in good condition and repair and in a clean and neat condition. Each owner shall have an easement for the ease of maintenance of their own lot through the adjoining lot on the Properties.
3. Architectural Control.
 - a. The Owner of a Living Unit may replace exterior components of his Living Units with similar components of the same design and color, and may paint the exterior of his Living Unit with paint of the existing color of the exterior, but he may not, either in the course of ordinary replacement or remodeling or restoration after damage or destruction, employ different siding or roofing material or a different color scheme, without the written consent of the Owner of the adjoining Unit.
 - b. In the event of any dispute arising concerning a change in siding or roofing material or color scheme, each party shall choose an arbitrator and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved. The arbitrator's decision shall be based on their decision of whether the proposed siding or roofing material or color scheme is in harmony with the design of the adjoining Living Unit. If either party refuses or fails to promptly appoint an arbitrator, the same may be appointed by any Circuit Judge for Sauk County, Wisconsin. Arbitration shall be in accordance with the rules of the American Arbitration Association.
4. Easements for Utilities. Each Owner shall have an easement over the property of the other Owner for purposes of maintaining water, sewer, natural gas, telephone, cable TV, and other utilities that may enter the side by side single family attached dwelling from a single source and then branch into each individual family dwelling.

Article IV – General Provisions

1. Enforcement. The Owner of any Living Unit involved shall have the right to enforce, by any proceeding at law or in equity, or both, all of the terms and provisions of this Declaration. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Ordinance sec. 690-28.1 Zero lot line, of the Reedsburg Ordinances, as amended, is hereby incorporated herein by reference.
2. Severability. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
3. Amendments. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them in perpetuity unless an instrument, signed by the then Owners of the Lots, and approved by the Plan Commission of the City of Reedsburg, has been recorded, agreeing to change said covenants in whole or in part. This document and any Amendment hereto shall be recorded with the Register of Deeds for Sauk County, Wisconsin.
4. City. Even though this document was made a condition of a conditional use approval by the City of Reedsburg, the undersigned, their assignees, or heirs, hereby absolve the City of any and all liability related to this Zero Lot Line Duplex Covenant, and also agree to indemnify and hold the City harmless for any claims arising from this Zero Lot Line Duplex Covenant. Further, the undersigned understand the City of Reedsburg is not an enforcing agency to any portion of this document.

Dated : _____, 2021

All OWNERS:

927 & 929 Exhibit Circle
Reedsburg, WI 53959
Lot 1 and Lot 2 of CSM _____

By: George W. Kamperman, Trustee of the
George W. Kamperman Trust, dated April 24, 1998

ACKNOWLEDGEMENT

STATE OF WISCONSIN
COUNTY OF _____

Personally came before me on _____, 2021,
George W. Kamperman, to me known to be the persons
who executed the foregoing instrument, and who indicated
that he was the only Trustee of the George W. Kamperman
Trust, dated April 24, 1998, and acknowledged the same.

Notary Public, _____ County, Wisconsin
My Commission: _____.

Drafted by:
Attorney Clifford D. Bobholz
Boardman & Clark LLP
Baraboo, WI 53913-0443

RESOLUTION
CMAR – Wastewater Treatment Plant

FILE NO. 4439-21

WHEREAS, the City of Reedsburg operates a Wastewater Treatment Facility; and

WHEREAS, the Compliance Maintenance Annual Report was reviewed by the City Council and attached to this Resolution; and

WHEREAS, City of Reedsburg has set forth the following actions necessary to maintain effluent requirement contained in the WPDES Permit:

- (a) Reaffirm our commitment to operator certification upgrading.
- (b) Knowing that the Treatment Plant operates 24 hours a day, 7 days a week, we commend our State Certified Treatment Plant Operators for thorough planning, innovative and cost-efficient approaches to the collection, treatment and recycling of effluent and bio-solids.
- (c) The City is currently working on a new Facility Plan to improve operations for current and future loadings.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Reedsburg, Sauk County, Wisconsin that the City informs the Wisconsin Department of Natural Resources that the above actions were taken by the Common Council of the City of Reedsburg.

ADOPTED on this 24th day of May, 2021.

Dave Estes, Mayor

Jacob Crosetto, City Clerk - Treasurer

Respectfully Submitted:

The above resolution has been authorized by the governing body of the City of Reedsburg by Resolution No. 4439-21, dated May 24, 2021.

Date Passed: May 24, 2021

Vote: _____

Compliance Maintenance Annual Report

Reedsburg Wastewater Treatment Facility

Last Updated: Reporting For:

5/13/2021

2020

Influent Flow and Loading

1. Monthly Average Flows and BOD Loadings

1.1 Verify the following monthly flows and BOD loadings to your facility.

Influent No. 701	Influent Monthly Average Flow, MGD	x	Influent Monthly Average BOD Concentration mg/L	x	8.34	=	Influent Monthly Average BOD Loading, lbs/day
January	2.4106	x	363	x	8.34	=	7,296
February	2.3632	x	444	x	8.34	=	8,749
March	2.8125	x	360	x	8.34	=	8,449
April	2.6019	x	361	x	8.34	=	7,824
May	2.3885	x	468	x	8.34	=	9,326
June	2.6657	x	404	x	8.34	=	8,981
July	2.5915	x	366	x	8.34	=	7,914
August	2.2548	x	399	x	8.34	=	7,496
September	2.4322	x	413	x	8.34	=	8,378
October	2.4503	x	443	x	8.34	=	9,063
November	2.4740	x	371	x	8.34	=	7,647
December	2.2531	x	496	x	8.34	=	9,325

2. Maximum Monthly Design Flow and Design BOD Loading

2.1 Verify the design flow and loading for your facility.

Design	Design Factor	x	%	=	% of Design
Max Month Design Flow, MGD	2.65	x	90	=	2.385
		x	100	=	2.65
Design BOD, lbs/day	6331	x	90	=	5697.9
		x	100	=	6331

2.2 Verify the number of times the flow and BOD exceeded 90% or 100% of design, points earned, and score:

	Months of Influent	Number of times flow was greater than 90% of	Number of times flow was greater than 100% of	Number of times BOD was greater than 90% of design	Number of times BOD was greater than 100% of design
January	1	1	0	1	1
February	1	0	0	1	1
March	1	1	1	1	1
April	1	1	0	1	1
May	1	1	0	1	1
June	1	1	1	1	1
July	1	1	0	1	1
August	1	0	0	1	1
September	1	1	0	1	1
October	1	1	0	1	1
November	1	1	0	1	1
December	1	0	0	1	1
Points per each		2	1	3	2
Exceedances		9	2	12	12
Points		18	2	36	24
Total Number of Points					80

80

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3. Flow Meter

3.1 Was the influent flow meter calibrated in the last year?

- ☒ Yes Enter last calibration date (MM/DD/YYYY)

2020-12-11

☐ No

If No, please explain:

4. Sewer Use Ordinance

4.1 Did your community have a sewer use ordinance that limited or prohibited the discharge of excessive conventional pollutants ((C)BOD, SS, or pH) or toxic substances to the sewer from industries, commercial users, hauled waste, or residences?

☒ Yes

☐ No

If No, please explain:

4.2 Was it necessary to enforce the ordinance?

☐ Yes

☒ No

If Yes, please explain:

5. Septage Receiving

5.1 Did you have requests to receive septage at your facility?

Septic Tanks

Holding Tanks

Grease Traps

☒ Yes

☒ Yes

☐ Yes

☐ No

☐ No

☒ No

5.2 Did you receive septage at your facility? If yes, indicate volume in gallons.

Septic Tanks

☒ Yes

158,800 gallons

☐ No

Holding Tanks

☒ Yes

6,461,302 gallons

☐ No

Grease Traps

☐ Yes

0 gallons

☒ No

5.2.1 If yes to any of the above, please explain if plant performance is affected when receiving any of these wastes.

Plant performance wasn't affected by these wastes.

6. Pretreatment

6.1 Did your facility experience operational problems, permit violations, biosolids quality concerns, or hazardous situations in the sewer system or treatment plant that were attributable to commercial or industrial discharges in the last year?

☒ Yes

☐ No

If yes, describe the situation and your community's response.

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The dairies continue to have High BOD discharges and occasionally high phosphorus discharges. The City of Reedsburg continues to work with the dairies on reducing there loadings and helping them work through issues.

6.2 Did your facility accept hauled industrial wastes, landfill leachate, etc.?

- Yes
- No

If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the facility from the discharge of hauled industrial wastes.

We accept leachate from the foundry and cheese whey from two small cheese plants pretty regular.

Total Points Generated	80
Score (100 - Total Points Generated)	20
Section Grade	F

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Effluent Quality and Plant Performance (BOD/CBOD)

1. Effluent (C)BOD Results

1.1 Verify the following monthly average effluent values, exceedances, and points for BOD or CBOD

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit > 10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	10	1	0	0
February	30	27	9	1	0	0
March	30	27	12	1	0	0
April	30	27	11	1	0	0
May	30	27	8	1	0	0
June	30	27	5	1	0	0
July	30	27	6	1	0	0
August	30	27	7	1	0	0
September	30	27	7	1	0	0
October	30	27	6	1	0	0
November	30	27	6	1	0	0
December	30	27	7	1	0	0

* Equals limit if limit is ≤ 10

Months of discharge/yr	12		
Points per each exceedance with 12 months of discharge		7	3
Exceedances		0	0
Points		0	0
Total number of points			0

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

2. Flow Meter Calibration

2.1 Was the effluent flow meter calibrated in the last year?

- ☒ Yes Enter last calibration date (MM/DD/YYYY)

2020-12-11

- ☐ No

If No, please explain:

3. Treatment Problems

3.1 What problems, if any, were experienced over the last year that threatened treatment?

BOD Treatment wasn't threatened in 2020

4. Other Monitoring and Limits

4.1 At any time in the past year was there an exceedance of a permit limit for any other pollutants such as chlorides, pH, residual chlorine, fecal coliform, or metals?

- ☐ Yes

- ☒ No

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If Yes, please explain: 4.2 At any time in the past year was there a failure of an effluent acute or chronic whole effluent toxicity (WET) test? ☐ Yes ☒ No If Yes, please explain: 4.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity? ☐ Yes ☐ No ☒ N/A Please explain unless not applicable:	
--	--

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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2020

Effluent Quality and Plant Performance (Total Suspended Solids)

1. Effluent Total Suspended Solids Results

1.1 Verify the following monthly average effluent values, exceedances, and points for TSS:

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit >10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	8	1	0	0
February	30	27	6	1	0	0
March	30	27	6	1	0	0
April	30	27	7	1	0	0
May	30	27	7	1	0	0
June	30	27	6	1	0	0
July	30	27	6	1	0	0
August	30	27	8	1	0	0
September	30	27	7	1	0	0
October	30	27	5	1	0	0
November	30	27	6	1	0	0
December	30	27	7	1	0	0

* Equals limit if limit is ≤ 10

Months of Discharge/yr	12		
Points per each exceedance with 12 months of discharge:		7	3
Exceedances		0	0
Points		0	0
Total Number of Points		0	

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Effluent Quality and Plant Performance (Ammonia - NH3)

1. Effluent Ammonia Results

1.1 Verify the following monthly and weekly average effluent values, exceedances and points for ammonia

Outfall No. 001	Monthly Average NH3 Limit (mg/L)	Weekly Average NH3 Limit (mg/L)	Effluent Monthly Average NH3 (mg/L)	Monthly Permit Limit Exceed ance	Effluent Weekly Average for Week 1	Effluent Weekly Average for Week 2	Effluent Weekly Average for Week 3	Effluent Weekly Average for Week 4	Weekly Permit Limit Exceed ance
January	17		.636153846	0					
February	17		1.746666667	0					
March	22		2.667142857	0					
April	28		1.387692308	0					
May									
June	18		.350714286	0					
July	14		.107692308	0					
August	14		.12	0					
September	23		.132857143	0					
October	17		.6325	0					
November	22		.136923077	0					
December	17		.309285714	0					
Points per each exceedance of Monthly average:									10
Exceedances, Monthly:									0
Points:									0
Points per each exceedance of weekly average (when there is no monthly average):									2.5
Exceedances, Weekly:									0
Points:									0
Total Number of Points									0

NOTE: Limit exceedances are considered for monthly OR weekly averages but not both. When a monthly average limit exists it will be used to determine exceedances and generate points. This will be true even if a weekly limit also exists. When a weekly average limit exists and a monthly limit does not exist, the weekly limit will be used to determine exceedances and generate points.

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Effluent Quality and Plant Performance (Phosphorus)

1. Effluent Phosphorus Results

1.1 Verify the following monthly average effluent values, exceedances, and points for Phosphorus

Outfall No. 001	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
January	1	0.505	1	0
February	1	0.500	1	0
March	1	0.686	1	0
April	1	0.617	1	0
May	1	0.932	1	0
June	1	0.792	1	0
July	1	0.987	1	0
August	1	0.766	1	0
September	1	0.994	1	0
October	1	0.929	1	0
November	1	0.258	1	0
December	1	0.311	1	0
Months of Discharge/yr			12	
Points per each exceedance with 12 months of discharge:				10
Exceedances				0
Total Number of Points				0

0

NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Biosolids Quality and Management

1. Biosolids Use/Disposal

1.1 How did you use or dispose of your biosolids? (Check all that apply)

- ☒ Land applied under your permit
☒ Publicly Distributed Exceptional Quality Biosolids
☐ Hauled to another permitted facility
☐ Landfilled
☐ Incinerated
☐ Other

NOTE: If you did not remove biosolids from your system, please describe your system type such as lagoons, reed beds, recirculating sand filters, etc.

1.1.1 If you checked Other, please describe:

3. Biosolids Metals

Number of biosolids outfalls in your WPDES permit:

3.1 For each outfall tested, verify the biosolids metal quality values for your facility during the last calendar year.

Outfall No. 005 - CLASS B SLUDGE

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75														0	0
Cadmium		39	85														0	0
Copper		1500	4300														0	0
Lead		300	840														0	0
Mercury		17	57														0	0
Molybdenum	60		75													0		0
Nickel	336		420													0		0
Selenium	80		100													0		0
Zinc		2800	7500														0	0

Outfall No. 004 - CLASS A SLUDGE

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75			4.5		1.5			3.2				4.4		0	0
Cadmium		39	85			.34		.19			<.12				.35		0	0
Copper		1500	4300			106		96.9			200				92.3		0	0
Lead		300	840			14.1		10.4			13.4				13.1		0	0
Mercury		17	57			.026		.04			.45				.069		0	0
Molybdenum	60		75			5.7		3.7			8.7				3.4	0		0
Nickel	336		420			9.8		6.7			11.4				7	0		0
Selenium	80		100			4.2		3.7			<4.3				<3.2	0		0
Zinc		2800	7500			205		357			280				137		0	0

3.1.1 Number of times any of the metals exceeded the high quality limits OR 80% of the limit for molybdenum, nickel, or selenium = 0

Exceedence Points

- 0 (0 Points)
- 1-2 (10 Points)
- > 2 (15 Points)

3.1.2 If you exceeded the high quality limits, did you cumulatively track the metals loading at each land application site? (check applicable box)

- Yes

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○ No (10 points) ● N/A - Did not exceed limits or no HQ limit applies (0 points) ○ N/A - Did not land apply biosolids until limit was met (0 points) 3.1.3 Number of times any of the metals exceeded the ceiling limits = 0 Exceedence Points ● 0 (0 Points) ○ 1 (10 Points) ○ > 1 (15 Points) 3.1.4 Were biosolids land applied which exceeded the ceiling limit? ○ Yes (20 Points) ● No (0 Points) 3.1.5 If any metal limit (high quality or ceiling) was exceeded at any time, what action was taken? Has the source of the metals been identified? NA	0																																								
4. Pathogen Control (per outfall): 4.1 Verify the following information. If any information is incorrect, use the Report Issue button under the Options header in the left-side menu. <table border="1" style="width: 100%; border-collapse: collapse; margin-bottom: 10px;"> <tr><td>Outfall Number:</td><td style="text-align: center;">004</td></tr> <tr><td>Biosolids Class:</td><td style="text-align: center;">A</td></tr> <tr><td>Bacteria Type and Limit:</td><td style="text-align: center;">Fecal Coliform</td></tr> <tr><td>Sample Dates:</td><td>01/01/2020 - 03/31/2020</td></tr> <tr><td>Density:</td><td>0</td></tr> <tr><td>Sample Concentration Amount:</td><td>MPN/G TS</td></tr> <tr><td>Requirement Met:</td><td>Yes</td></tr> <tr><td>Land Applied:</td><td>No</td></tr> <tr><td>Process:</td><td>Alkaline Stabilization</td></tr> <tr><td>Process Description:</td><td>Sludge is heated to 131 degrees or more.</td></tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Outfall Number:</td><td style="text-align: center;">004</td></tr> <tr><td>Biosolids Class:</td><td style="text-align: center;">A</td></tr> <tr><td>Bacteria Type and Limit:</td><td style="text-align: center;">Fecal Coliform</td></tr> <tr><td>Sample Dates:</td><td>04/01/2020 - 06/30/2020</td></tr> <tr><td>Density:</td><td>0</td></tr> <tr><td>Sample Concentration Amount:</td><td>MPN/G TS</td></tr> <tr><td>Requirement Met:</td><td>Yes</td></tr> <tr><td>Land Applied:</td><td>Yes</td></tr> <tr><td>Process:</td><td>Alkaline Stabilization</td></tr> <tr><td>Process Description:</td><td>Biosolids are heated to 131 degrees.</td></tr> </table>	Outfall Number:	004	Biosolids Class:	A	Bacteria Type and Limit:	Fecal Coliform	Sample Dates:	01/01/2020 - 03/31/2020	Density:	0	Sample Concentration Amount:	MPN/G TS	Requirement Met:	Yes	Land Applied:	No	Process:	Alkaline Stabilization	Process Description:	Sludge is heated to 131 degrees or more.	Outfall Number:	004	Biosolids Class:	A	Bacteria Type and Limit:	Fecal Coliform	Sample Dates:	04/01/2020 - 06/30/2020	Density:	0	Sample Concentration Amount:	MPN/G TS	Requirement Met:	Yes	Land Applied:	Yes	Process:	Alkaline Stabilization	Process Description:	Biosolids are heated to 131 degrees.	
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Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	07/01/2020 - 09/30/2020
Density:	0
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Alkaline Stabilization
Process Description:	Sludge is heated to 131 degrees or higher.

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	10/01/2020 - 12/31/2020
Density:	0
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Alkaline Stabilization
Process Description:	Sludge heated to 131 degrees or higher.

4.2 If exceeded Class B limit or did not meet the process criteria at the time of land application.

4.2.1 Was the limit exceeded or the process criteria not met at the time of land application?

☐ Yes (40 Points)

☒ No

If yes, what action was taken?

5. Vector Attraction Reduction (per outfall):

5.1 Verify the following information. If any of the information is incorrect, use the Report Issue button under the Options header in the left-side menu.

Outfall Number:	004
Method Date:	03/31/2020
Option Used To Satisfy Requirement:	pH Adjustment of Sludge
Requirement Met:	Yes
Land Applied:	No
Limit (if applicable):	
Results (if applicable):	

Outfall Number:	004
Method Date:	06/30/2020
Option Used To Satisfy Requirement:	pH Adjustment of Sludge
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	

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Outfall Number:	004	0
Method Date:	09/30/2020	
Option Used To Satisfy Requirement:	pH Adjustment of Sludge	
Requirement Met:	Yes	
Land Applied:	Yes	
Limit (if applicable):		
Results (if applicable):		
Outfall Number:	004	0
Method Date:	12/31/2020	
Option Used To Satisfy Requirement:	pH Adjustment of Sludge	
Requirement Met:	Yes	
Land Applied:	Yes	
Limit (if applicable):		
Results (if applicable):		
5.2 Was the limit exceeded or the process criteria not met at the time of land application? ☐ Yes (40 Points) ☒ No If yes, what action was taken?		
6. Biosolids Storage 6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site? ☒ >= 180 days (0 Points) ☐ 150 - 179 days (10 Points) ☐ 120 - 149 days (20 Points) ☐ 90 - 119 days (30 Points) ☐ < 90 days (40 Points) ☐ N/A (0 Points) 6.2 If you checked N/A above, explain why.		
7. Issues 7.1 Describe any outstanding biosolids issues with treatment, use or overall management: The City of Reedsburg has an agreement with United Waste if we go over our onsite storage capacity with sludge.		

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Staffing and Preventative Maintenance (All Treatment Plants)

1. Plant Staffing 1.1 Was your wastewater treatment plant adequately staffed last year? ● Yes ○ No If No, please explain: Could use more help/staff for: 1.2 Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping? ● Yes ○ No If No, please explain:	
2. Preventative Maintenance 2.1 Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items? ● Yes (Continue with question 2) ☐☐ ○ No (40 points) ☐☐ If No, please explain, then go to question 3: 2.2 Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment? ● Yes ○ No (10 points) 2.3 Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly? ● Yes ○ Paper file system ● Computer system ○ Both paper and computer system ○ No (10 points)	0
3. O&M Manual 3.1 Does your plant have a detailed O&M and Manufacturer Equipment Manuals that can be used as a reference when needed? ● Yes ○ No	
4. Overall Maintenance /Repairs 4.1 Rate the overall maintenance of your wastewater plant. ● Excellent ○ Very good ○ Good ○ Fair ○ Poor Describe your rating:	

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Plant staff do an excellent job following O&M procedures and much of the equipment is newer or rebuilt recently.	
--	--

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Operator Certification and Education

1. Operator-In-Charge

1.1 Did you have a designated operator-in-charge during the report year?

- Yes (0 points)
- No (20 points)

Name:

CHRIS L KLEINSCHMIT

Certification No:

34792

0

2. Certification Requirements

2.1 In accordance with Chapter NR 114.56 and 114.57, Wisconsin Administrative Code, what level and subclass(es) were required for the operator-in-charge (OIC) to operate the wastewater treatment plant and what level and subclass(es) were held by the operator-in-charge?

Sub Class	SubClass Description	WWTP	OIC		
		Advanced	OIT	Basic	Advanced
A1	Suspended Growth Processes	X			X
A2	Attached Growth Processes	X			X
A3	Recirculating Media Filters				
A4	Ponds, Lagoons and Natural				
A5	Anaerobic Treatment Of Liquid				
B	Solids Separation	X			X
C	Biological Solids/Sludges	X			X
P	Total Phosphorus	X			X
N	Total Nitrogen				
D	Disinfection	X			X
L	Laboratory	X			X
U	Unique Treatment Systems				
SS	Sanitary Sewage Collection	X	NA	X	NA

2.2 Was the operator-in-charge certified at the appropriate level and subclass(es) to operate this plant? (Note: Certification in subclass SS is required 5 years after permit reissuance and is basic level only.)

- Yes (0 points)
- No (20 points)

0

3. Succession Planning

3.1 In the event of the loss of your designated operator-in-charge, did you have a contingency plan to ensure the continued proper operation and maintenance of the plant that includes one or more of the following options (check all that apply)?

- ☒ One or more additional certified operators on staff
- ☐ An arrangement with another certified operator
- ☐ An arrangement with another community with a certified operator
- ☐ An operator on staff who has an operator-in-training certificate for your plant and is expected to be certified within one year
- ☐ A consultant to serve as your certified operator
- ☐ None of the above (20 points)

If "None of the above" is selected, please explain:

0

4. Continuing Education Credits

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4.1 If you had a designated operator-in-charge, was the operator-in-charge earning Continuing Education Credits at the following rates?

OIT and Basic Certification:

- Averaging 6 or more CECs per year.
- Averaging less than 6 CECs per year.

Advanced Certification:

- Averaging 8 or more CECs per year.
- Averaging less than 8 CECs per year.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Financial Management

1. Provider of Financial Information Name: Jacob Crosseto Telephone: 608-524-6404 (XXX) XXX-XXXX E-Mail Address (optional):		
2. Treatment Works Operating Revenues 2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ? ● Yes (0 points) ☐ ☐ ○ No (40 points) If No, please explain: 2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised? Year: 2019 ● 0-2 years ago (0 points) ☐ ☐ ○ 3 or more years ago (20 points) ☐ ☐ ○ N/A (private facility) 2.3 Did you have a special account (e.g., CFWP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system? ● Yes (0 points) ○ No (40 points)		0
REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]		
3. Equipment Replacement Funds 3.1 When was the Equipment Replacement Fund last reviewed and/or revised? Year: 2019 ● 1-2 years ago (0 points) ☐ ☐ ○ 3 or more years ago (20 points) ☐ ☐ ○ N/A If N/A, please explain: 3.2 Equipment Replacement Fund Activity 3.2.1 Ending Balance Reported on Last Year's CMAR \$ 2,172,098.00 3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.) \$ 0.00 3.2.3 Adjusted January 1st Beginning Balance \$ 2,172,098.00 3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.) + \$ 188,048.00		

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3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)

- \$ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 2,360,146.00

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

None in 2020

3.3 What amount should be in your Replacement Fund? \$ 2,360,146.00

0

Please note: If you had a CWFPP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

☒ Yes

☐ No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

☒ Yes - If Yes, please provide major project information, if not already listed below. ☐ ☐

☐ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Plant upgrade or relocation based on facility plan.		2025

5. Financial Management General Comments

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations: 8

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	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	6,485	86
February	9,685	115
March	5,373	73
April	6,529	52
May	7,027	17
June	6,850	3
July	6,441	5
August	6,750	5
September	5,033	6
October	8,564	17
November	6,756	45
December	7,521	66
Total	83,014	490
Average	6,918	41

6.1.2 Comments:

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- ☐ Comminution or Screening
- ☐ Extended Shaft Pumps
- ☒ Flow Metering and Recording
- ☐ Pneumatic Pumping
- ☒ SCADA System
- ☐ Self-Priming Pumps
- ☒ Submersible Pumps
- ☒ Variable Speed Drives
- ☐ Other:

6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

● No

○ Yes

Year:

By Whom:

Describe and Comment:

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6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

We plan on adding VFD pumps and energy efficient motors as we upgrade lift stations.

7. Treatment Facility

7.1 Energy Usage

7.1.1 Enter the monthly energy usage from the different energy sources:

TREATMENT PLANT: Total Power Consumed/Month

	Electricity Consumed (kWh)	Total Influent Flow (MG)	Electricity Consumed/Flow (kWh/MG)	Total Influent BOD (1000 lbs)	Electricity Consumed/Total Influent BOD (kWh/1000lbs)	Natural Gas Consumed (therms)
January	129,720	74.73	1,736	226.18	574	2,883
February	124,752	68.53	1,820	253.72	492	1,943
March	169,464	87.19	1,944	261.92	647	1,538
April	152,904	78.06	1,959	234.72	651	462
May	169,464	74.04	2,289	289.11	586	42
June	176,088	79.97	2,202	269.43	654	5
July	171,672	80.34	2,137	245.33	700	5
August	150,696	69.90	2,156	232.38	648	52
September	138,000	72.97	1,891	251.34	549	328
October	121,992	75.96	1,606	280.95	434	1,289
November	129,720	74.22	1,748	229.41	565	1,749
December	126,960	69.85	1,818	289.08	439	2,807
Total	1,761,432	905.76		3,063.57		13,103
Average	146,786	75.48	1,942	255.30	578	1,092

7.1.2 Comments:

7.2 Energy Related Processes and Equipment

7.2.1 Indicate equipment and practices utilized at your treatment facility (Check all that apply):

- ☒ Aerobic Digestion
- ☐ Anaerobic Digestion
- ☒ Biological Phosphorus Removal
- ☒ Coarse Bubble Diffusers
- ☒ Dissolved O2 Monitoring and Aeration Control
- ☐ Effluent Pumping
- ☒ Fine Bubble Diffusers
- ☒ Influent Pumping
- ☒ Mechanical Sludge Processing
- ☒ Nitrification
- ☒ SCADA System
- ☒ UV Disinfection
- ☒ Variable Speed Drives
- ☐ Other:

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7.2.2 Comments: 7.3 Future Energy Related Equipment 7.3.1 What energy efficient equipment or practices do you have planned for the future for your treatment facility? As equipment is repaired or replaced we plan on adding VFD drives and energy efficient motors.	
8. Biogas Generation 8.1 Do you generate/produce biogas at your facility? ☒ No ☐ Yes If Yes, how is the biogas used (Check all that apply): ☐ Flared Off ☐ Building Heat ☐ Process Heat ☐ Generate Electricity ☐ Other:	
9. Energy Efficiency Study 9.1 Has an Energy Study been performed for your treatment facility? ☐ No ☒ Yes ☒ Entire facility Year: 2016 By Whom: Focus on Energy Describe and Comment: Focus on energy performed an energy audit and provided us with information on areas we could make changes. ☐ Part of the facility Year: By Whom: Describe and Comment:	

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Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

- ☒ Yes
- ☐ No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- ☒ Yes
- ☐ No (30 points)
- ☐ N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

☒ Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

Prevent overflows and backups, complete sewer cleaning and root removal on 50% of the sewer lines, inspect 50% of manholes annually and enforce sewer ordinances.

Did you accomplish them?

- ☒ Yes
- ☐ No

If No, explain:

☒ Organization [NR 210.23 (4) (b)] ☐ ☐

Does this chapter of your CMOM include:

- ☒ Organizational structure and positions (eg. organizational chart and position descriptions)
- ☐ Internal and external lines of communication responsibilities
- ☐ Person(s) responsible for reporting overflow events to the department and the public

☒ Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

sewer ordinance chapter 13

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2005-08-27

Does your sewer use ordinance or other legally binding document address the following:

- ☒ Private property inflow and infiltration
- ☒ New sewer and building sewer design, construction, installation, testing and inspection
- ☒ Rehabilitated sewer and lift station installation, testing and inspection
- ☒ Sewage flows satellite system and large private users are monitored and controlled, as necessary
- ☒ Fat, oil and grease control
- ☒ Enforcement procedures for sewer use non-compliance

☒ Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

- ☒ Equipment and replacement part inventories
- ☒ Up-to-date sewer system map

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- ☒ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
- ☒ A description of routine operation and maintenance activities (see question 2 below)
- ☒ Capacity assessment program
- ☐ Basement back assessment and correction
- ☐ Regular O&M training

☒ Design and Performance Provisions [NR 210.23 (4) (e)] ☐ ☐

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

- ☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
- ☒ Construction, Inspection, and Testing
- ☐ Others:

☒ Overflow Emergency Response Plan [NR 210.23 (4) (f)] ☐ ☐

Does your emergency response capability include:

- ☒ Responsible personnel communication procedures
- ☒ Response order, timing and clean-up
- ☒ Public notification protocols
- ☒ Training
- ☒ Emergency operation protocols and implementation procedures

☒ Annual Self-Auditing of your CMOM Program [NR 210.23 (5)] ☐ ☐

☐ Special Studies Last Year (check only those that apply):

- ☐ Infiltration/Inflow (I/I) Analysis
- ☐ Sewer System Evaluation Survey (SSES)
- ☐ Sewer Evaluation and Capacity Management Plan (SECAP)
- ☐ Lift Station Evaluation Report
- ☐ Others:

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	80	% of system/year
Root removal	80	% of system/year
Flow monitoring	1	% of system/year
Smoke testing	0	% of system/year
Sewer line televising	1	% of system/year
Manhole inspections	2	% of system/year
Lift station O&M	1	# per L.S./year
Manhole rehabilitation	1	% of manholes rehabbed
Mainline rehabilitation	1	% of sewer lines rehabbed
Private sewer inspections	0	% of system/year

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Private sewer I/I removal % of private services

River or water crossings % of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

Total actual amount of precipitation last year in inches
 Annual average precipitation (for your location)
 Miles of sanitary sewer
 Number of lift stations
 Number of lift station failures
 Number of sewer pipe failures
 Number of basement backup occurrences
 Number of complaints
 Average daily flow in MGD (if available)
 Peak monthly flow in MGD (if available)
 Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

Lift station failures (failures/year)
 Sewer pipe failures (pipe failures/sewer mile/yr)
 Sanitary sewer overflows (number/sewer mile/yr)
 Basement backups (number/sewer mile)
 Complaints (number/sewer mile)
 Peaking factor ratio (Peak Monthly:Annual Daily Avg)
 Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **

Date	Location	Cause	Estimated Volume
None reported			

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

☐ Yes

☒ No

If Yes, please describe:

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

☐ Yes

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● No If Yes, please describe: 5.3 Explain any infiltration/inflow (I/I) changes this year from previous years: I/I was less prevalent in 2020 because of less heavy rain events. 5.4 What is being done to address infiltration/inflow in your collection system? The city is working on sealing up manholes that allow I/I along with removing homes and businesses that were destroyed in the 2018 flood.	
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Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Grading Summary

WPDES No: 0020371

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent	F	0	3	0
BOD/CBOD	A	4	10	40
TSS	A	4	5	20
Ammonia	A	4	5	20
Phosphorus	A	4	3	12
Biosolids	A	4	5	20
Staffing/PM	A	4	1	4
OpCert	A	4	1	4
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			37	136
GRADE POINT AVERAGE (GPA) = 3.68				

Notes:

- A = Voluntary Range (Response Optional)
- B = Voluntary Range (Response Optional)
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)

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Resolution or Owner's Statement

Name of Governing
Body or Owner:

Date of Resolution or
Action Taken:

Resolution Number:

Date of Submittal:

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Influent Flow and Loadings: Grade = F

Effluent Quality: BOD: Grade = A

Effluent Quality: TSS: Grade = A

Effluent Quality: Ammonia: Grade = A

Effluent Quality: Phosphorus: Grade = A

Biosolids Quality and Management: Grade = A

Staffing: Grade = A

Operator Certification: Grade = A

Financial Management: Grade = A

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 3.68