City of Reedsburg
134 South Locust Street, P.O. Box 490
Reedsburg, WI 53959
Ph. 608-524-6404 Fax. 608-524-8458
www.reedsburgwi.gov

City Plan Commission Agenda
October 8, 2019
Reedsburg City Hall Council Chambers
6:00 PM

NOTICE IS HEREBY GIVEN THAT A MAJORITY OF THE MEMBERS OF THE COMMON COUNCIL MAY ATTEND THIS MEETING TO GATHER INFORMATION ABOUT A SUBJECT OVER WHICH THE COMMON COUNCIL HAS DECISION-MAKING AUTHORITY. IF A QUORUM OF THE COMMON COUNCIL ATTENDS THIS MEETING, NO ACTION WILL BE TAKEN BY THE COMMON COUNCIL AT THIS MEETING.

CALL TO ORDER

APPROVAL OF MINUTES

I. APPROVE CITY PLAN MINUTES FOR THE MEETING HELD ON SEPTEMBER 10, 2019:

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

I. GENERAL BUSINESS:

A. 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). 2017/2019 Retzlaff Dr; parcel # 2736-2- Karen Judd. The Plan Commission may then recommend the CSM to the Common Council to be held of October 14, 2019, 7:00PM.

B. Consider subdivision concept plan for existing Fawn Valley condominium site, parcel # 2046-12, and discuss possible future lot divisions of adjacent Town of Reedsburg extraterritorial parcel # 030-0041-1.

C. Consider recommending zoning ordinance amendment to allow extraterritorial roadside farm stands as a permitted use instead of a conditional use, Section 690 Attachment 4.

D. Consider recommending zoning ordinance amendment to allow an accessory building to be built prior to the main building in the extraterritorial area, Section 690-45.

II. ADJOURN:

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.

Reedsburg Plan Commission
September 10, 2019

Alder Dave Knudsen called the meeting of the Reedsburg Plan Commission to order at 6:00 PM in Reedsburg City Hall.

Present: Alder Mike Gargano, Steve Zibell, Richard Braun, Dan DeBaets, Greg Finkel
Absent: Mayor Dave Estes
Staff: Tim Becker, Brian Duvalle

Approval of Minutes: Motion by Braun, seconded by Zibell to approve the 7/9/19 meeting minutes.
Motion approved

Consider recommendation of Planned Development Group permit for a movie theater. – 150 Viking Dr; parcel #s 2719 & 2720 – Duane DeYoung. The Plan Commission may then recommend to the Common Council to be held on September 23, 2019, 7:00PM.
The plans were reviewed. DeYoung stated that there would be 80 parking spaces in their agreement with Viking Village. He owns theaters in Platteville, Lancaster, Dodgeville and Boscobel. Discussion was held on siding, which would be metal and recycled wood. Arcade gaming and party areas would provide additional revenue.

Motion by Gargano, seconded by Finkel to recommend approval to Common Council as presented.
Motion approved

Consider zoning ordinance amendment for parking lot landscaping, section 690-64(I).
Discussion was held on the size of parking lots that would trigger the need for landscaping.

Motion by Gargano, seconded by DeBaets to recommend approval to Common Council as presented.
Motion approved

Consider zoning ordinance amendment for inflatable signs, proposed section 690-103(c).
Discussion was held on previous inflatables used in the City and lack of direction from a recent state court case. No action taken.

Review Certified Survey Map for future Pubic Works garage – 620 Wengel Dr; Parcel #s 2243-3, 2243-1, 2243-2, 2243-25.
The CSM is not creating new lots but does contain many easements.

Motion by Gargano, seconded by Braun to adjourn at 6:45 PM.
Motion approved

Respectfully submitted,

Brian Duvalle
Planner/Building Inspector

City of Reedsburg - Plan Commission & Common Council
Staff Report

DATE: 10/8/19
APPLICANT: Karen Judd
LOCATION: 2017/2019 Retzlaff Dr; parcel # 2736-2
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 – Vacant, multi-family
- West – Vacant, single-family
- South – Single-family
- East – Vacant, single-family

ZONING:

- North- R-2 Residential, R-3
- West- R-2 Residential
- South- R-2 Residential
- East- R-2 Residential

TOPOGRAPHY: Flat slopes

STREET R.O.W./TRAFFIC/ACCESS: Badger Ln/Retzlaff Dr; 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, October 8, 2019, Plan Commission Agenda
D. Land Use Application
E. Staff Report
F. Request for Review and Comment
G. Notice of Public Meeting

Revised 7/19

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: Karen Judd

ADDRESS: 2017-2019 Retzlaff Dr **CITY:** Reedsburg **STATE:** WI

ZIP: 53959 **PHONE:** 608-524-9800 **FAX:** 608-237-2166

E- MAIL: Info@Juddrealtyllc.com

PROPERTY OWNER: (if different from Applicant) Estate of Harley Judd

LOCATION: 2017-2019 Retzlaff Drive Reedsburg **PARCEL #:** 276-2736-20000

LAND USE REQUEST

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

- [x] **Certified Survey Map (CSM):** Make Zero Lot Line Parcel
- [x] **Conditional Use Permit:** Zero Lot Line

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.

Karen Judd, 9-17-19

Applicant Signature / Date

Daniel R. Judd Pres. Rep. 9/19/19

Owner Signature / Date

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

Account #10-461500-00

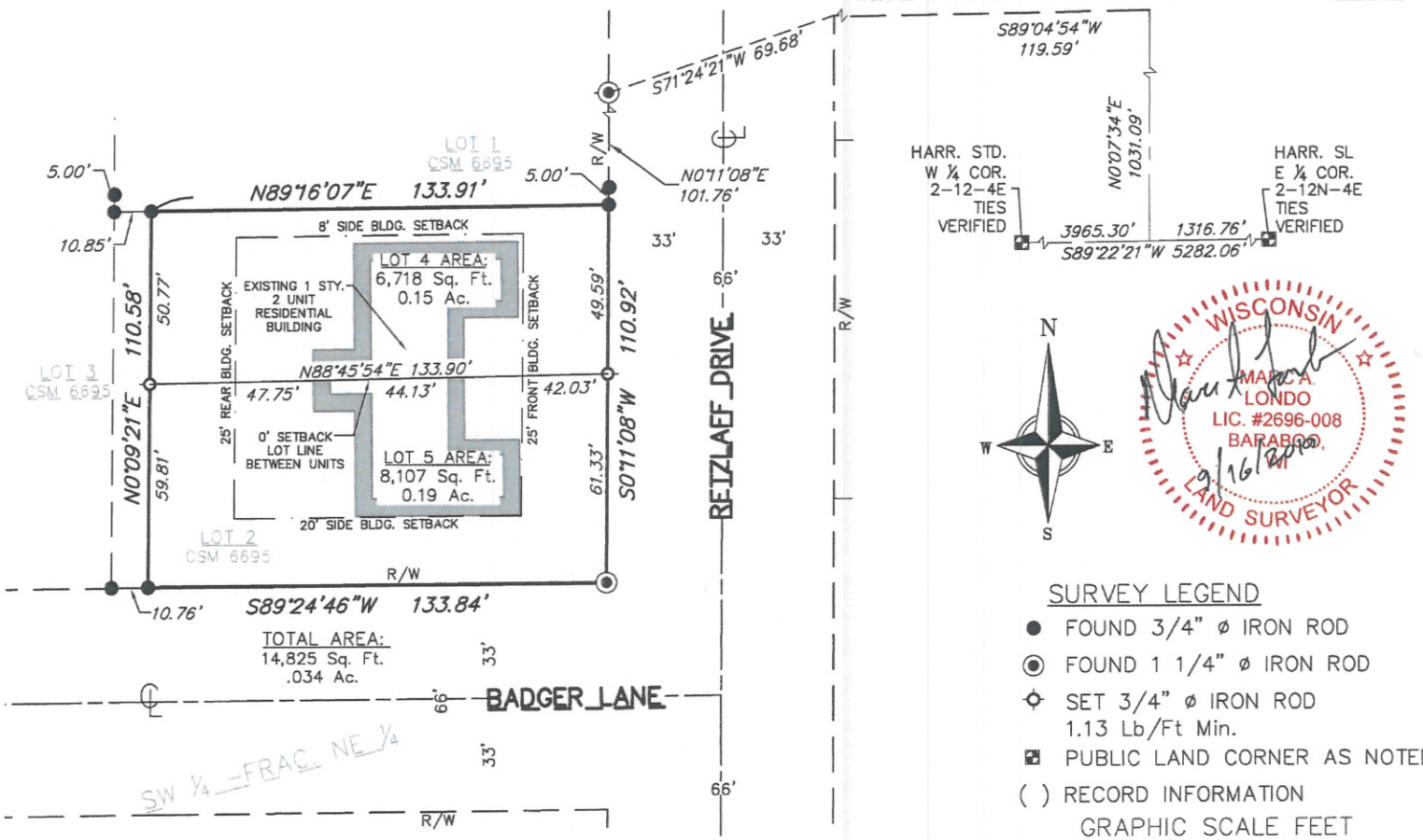
The applicant or representative MUST ATTEND the meeting.

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

Cond Use; Site Plan $153	
Cond Use-Agriculture $400	
Variance $112	
Rezoning $200	
C.S.M. $171	X
Subdivision Plat $610	
- w/ Stormwater Plan $100	
Flood Plain Zone $189	
Annexation $200	
Plan Amend $200	
Date Paid	9-19-19
Receipt #	1.033219

PRELIMINARY

LOTS 2, OF SAUK COUNTY CERTIFIED SURVEY MAP NO. 6695
LOCATED IN THE SW ¼ OF THE FRACTIONAL NE ¼ SECTION 2, TOWN 12 NORTH, RANGE 4 EAST,
CITY OF REEDSBURG, SAUK COUNTY, WISCONSIN.



SURVEYOR'S NOTE:
1. Bearings are referenced to the Wisconsin County Coordinate System, Sauk County, Wisconsin; (WCCS NAD 83/2011 9556 Sauk), the E-W ¼ line of Section 2 bears: N89°22'21"E.

16 Sep 2019 - 4:09p R:\Judd, Harley\180272 - Retzlaff Street Duplexes\CADD\180272 - 2 Lot Zero Lot Line CSM.dwg by: mlon

SHEET	1 OF 2
SCALE	1" = 40'
CHECKED	jpol
DRAFTER	mlon
FILE	180272
DATE	9/17/2019
REVISIONS	
JOB NO.	180272

vierbicher
planners | engineers | advisors
Phone: (800) 261-3898

PRELIMINARY

LOTS 2, OF SAUK COUNTY CERTIFIED SURVEY MAP NO. 6695
LOCATED IN THE SW ¼ OF THE FRACTIONAL NE ¼, SECTION 2, TOWN 12 NORTH, RANGE 4 EAST,
CITY OF REEDSBURG, SAUK COUNTY, WISCONSIN.

SAUK COUNTY CERTIFIED SURVEY MAP _____

Legal Description

Lot 2 of Sauk County Certified Survey Map NO. 6695.

SURVEYOR'S CERTIFICATE

I, Marc A. Londo, Wisconsin Professional Land Surveyor, No. S–2696, do hereby certify to the best of my knowledge and belief, that I have surveyed, divided and mapped the lands described herein under the direction of Daniel Dee, Personal Representative for the Estate of Harley Judd, Owner, and that the map on sheet one (1) is a correct representation of the exterior boundaries of the land surveyed and the division of that land in accordance with the information provided. I further certify that this Certified Survey Map is in full compliance with Section 236.34 of the Wisconsin State Statutes, Chapter A–E7 of the Wisconsin Administrative Code and the Subdivision Ordinance of the City of Reedsburg in surveying, and mapping the same.

9/16/2019

Vierbicher Associates, Inc. Date
By: Marc A. Londo

WISCONSIN
MARC A. LONDO
LIC. #2696-008
BARABOO, WI
LAND SURVEYOR

SURVEYOR'S NOTE

1. Utility Easements occupying each lot line on the Heritage Valley Subdivision are not vacated by virtue of this instrument. Vacation of these easements must be accomplished by a separate instrument.
2. Field work was completed on 9/17/2018.

OWNER'S CERTIFICATE

As owner, I hereby certify that I caused the land described on this plat to be surveyed, divided and mapped as represented on the plat. 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

WITNESS the hand and seal of said owner this _____ day of

_____ 2018.

In presence of:

_____
Daniel Dee
Personal Representative for Harley Judd Estate

(Owner's Notary Certificate)
STATE OF WISCONSIN)

COUNTY) SS
Personally came before me this _____ day of_____, 2018, the above named Harley Judd, to me known to be the same person who executed the foregoing instrument and acknowledged the same.

_____

Notary Public, _____
Wisconsin
My commission expires _____

CITY COUNCIL APPROVAL CERTIFICATE

Resolved, that this Certified Survey Map in the City of Reedsburg, Harley Judd, owner, is hereby approved by the Reedbsurg City Council.

_____
David G. Estes, Mayor Date

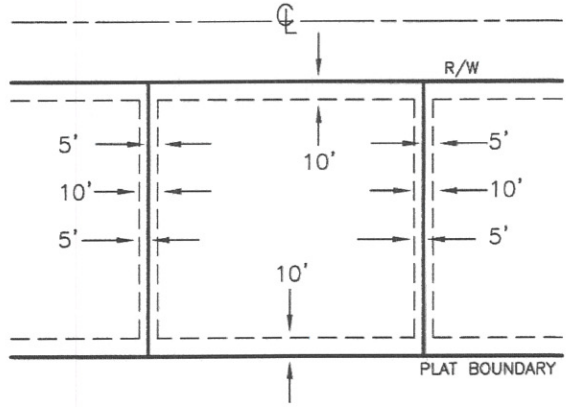
REGISTER OF DEEDS CERTIFICATE

Received for recording this _____ day of _____, 2018, at

_____ o'clock _____,m. and recorded in Volume _____ of Certified Survey Maps

on pages _____, as Doc. No. _____,

_____
Brent Bailey,
Sauk County Register of Deeds



TYPICAL EXISTING UTILITY EASEMENT DETAIL
Not to Scale

SURVEYOR'S NOTE:
Each lot of Heritage Valley Subdivision has utility easements as shown on this detail, except as specifically noted differently on the subdivision plat. The City of Reedsburg is the holder and beneficiary of these easements. Any vacation of these existing easements must be done through separate documents.

16 Sep 2019 - 4:09p R:\Judd, Harley\180272 - Retzlaff Street Duplexes\CADD\180272 - 2 Lot Zero Lot Line CSM.dwg by: mlon

SHEET	2 OF 2
SCALE	1" = 40'
CHECKED	jpol
DRAFTER	mlon
FILE	180272
DATE	9/17//2019
REVISIONS	
JOB NO.	180272

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planners | engineers | advisors
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Zero Lot Line Duplex Covenants

Document Number

Document Title

This document defines the covenants for a zero lot line duplex located at 2017/2019 Retzlaff Drive, City of Reedsburg, Sauk County, Wisconsin, and described as follows:

See Attached (the new legal descriptions)

Recording Data

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

(The new tax parcel numbers)

Parcel Identification Number (PIN)

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.

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 understand the City of Reedsburg is not an enforcing agency to any portion of this document.

Dated : _____, 2019

All OWNERS:

The Estate of Harley Judd, owner of both 2017 and 2019 Retzlaff Drive, Reedsburg, Wisconsin

_____

By: Daniel Dee, Personal Representative

ACKNOWLEDGEMENT

STATE OF WISCONSIN
COUNTY OF _____

Personally came before me on _____, 2019, Daniel Dee, to me known to be the persons who executed the foregoing instrument, and who indicated that he is the personal Representative of the Estate of Harley Judd , and acknowledged the same.

_____

_____

Notary Public, _____County, Wisconsin
My Commission: _____.

CERTIFICATION OF CITY OF REEDSBURG

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

Dated: _____

_____

_____ (name)
Reedsburg City Attorney

ACKNOWLEDGEMENT

STATE OF WISCONSIN
COUNTY OF SAUK

Personally came before me on _____, 2019 , _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____

_____

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

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

Brian Duvalle

From: Matthew M Filus <mfilus@eg-wi.com>
Sent: Tuesday, October 01, 2019 3:42 PM
To: Brian Duvalle
Cc: Shea Geffert
Subject: Fawn Valley
Attachments: Fawn Valley Plat Concept 2019.09.09 - CONTOURS.pdf; Fawn Valley Plat Concept 2019.09.09.pdf

Brian,

Thanks to you and Tim for meeting with us this afternoon; it is much appreciated.

Attached are the .PDF files of the concept plan we have thus far both with and without county-derived 2-foot contours.

As per our discussion, a developers agreement with at least the following elements will need to be developed for the project:

1. The project will be phased for construction; Phase I being where infrastructure has already been constructed, future phases for the balance of the development.
2. The project will be platted in one step, with streets and storm water retention areas dedicated to the City as shown, being 66-foot right-of-ways. Dedications will come from the existing Fawn Valley Condominium Lands and Expansion Lands.
3. The potential for reduced setback from the street right-of-way will be explored and may be necessary for the existing structures in the Fawn Valley Condominium and perhaps some of the new lots.
4. Impervious areas will be restricted to the original design for multi-family units.

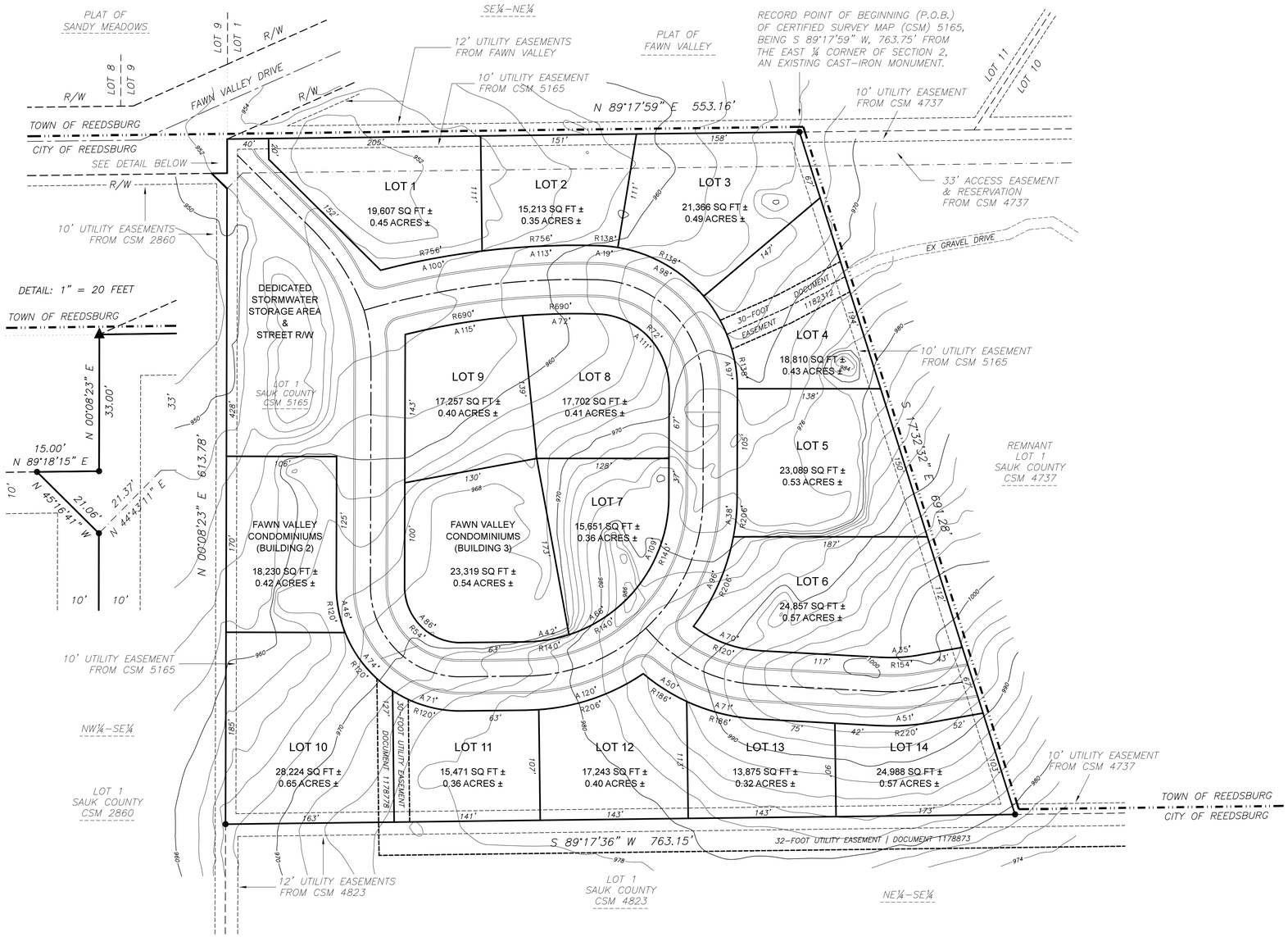
Before the Plan Commission meeting, we will assemble some other supportive documents to bring to the committee to include:

1. Options for sidewalks or paths in the development.
2. A general map of the phasing of the development.
3. Potential information obtained regarding future development of the adjoining parcel number 030-0041-10000 in the Town of Reedsburg to the east of the project.

Let me know of anything else you may need before the meeting and thanks again.

Matt

--
Matthew M Filus, PLS, CFM



LEGEND & GENERAL NOTES

▲	COMPUTED LOCATION OF 1¼" IRON ROD FROM CERTIFIED SURVEY MAP 5165
●	3/4" IRON ROD RECOVERED FROM CERTIFIED SURVEY MAP 5165
(XXX)	RECORDED DATA

N
W E
S

BEARING SHOWN ARE REFERENCED TO THE NORTH LINE OF CSM 5165 ASSUMED TO BEAR N 89°17'59" E

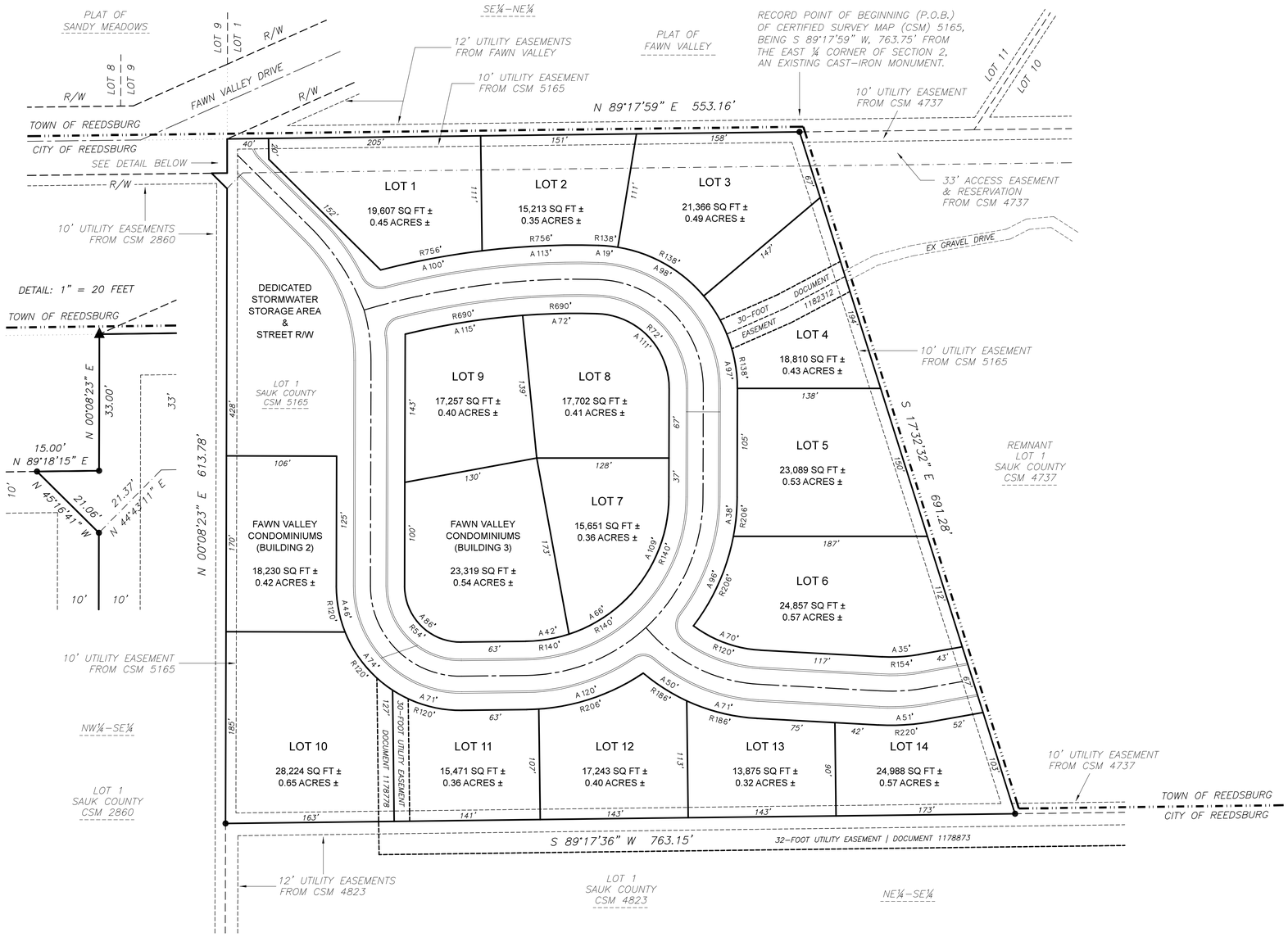
GRAPHIC SCALE
1" = 60 FEET HORIZONTALLY

0 60 120 180

CONCEPTUAL LAYOUT PLAN

FAWN VALLEY ESTATES

CITY OF REEDSBURG, SAUK COUNTY, WISCONSIN



LEGEND & GENERAL NOTES

▲	COMPUTED LOCATION OF 1¼" IRON ROD FROM CERTIFIED SURVEY MAP 5165
●	3/4" IRON ROD RECOVERED FROM CERTIFIED SURVEY MAP 5165
(XXX)	RECORDED DATA

N
W E
S

BEARING SHOWN ARE REFERENCED TO THE NORTH LINE OF CSM 5165 ASSUMED TO BEAR N 89°17'59" E

GRAPHIC SCALE
1" = 60 FEET HORIZONTALLY

0 60 120 180

CONCEPTUAL LAYOUT PLAN

FAWN VALLEY ESTATES

CITY OF REEDSBURG, SAUK COUNTY, WISCONSIN

§ 690-41 Site restrictions.

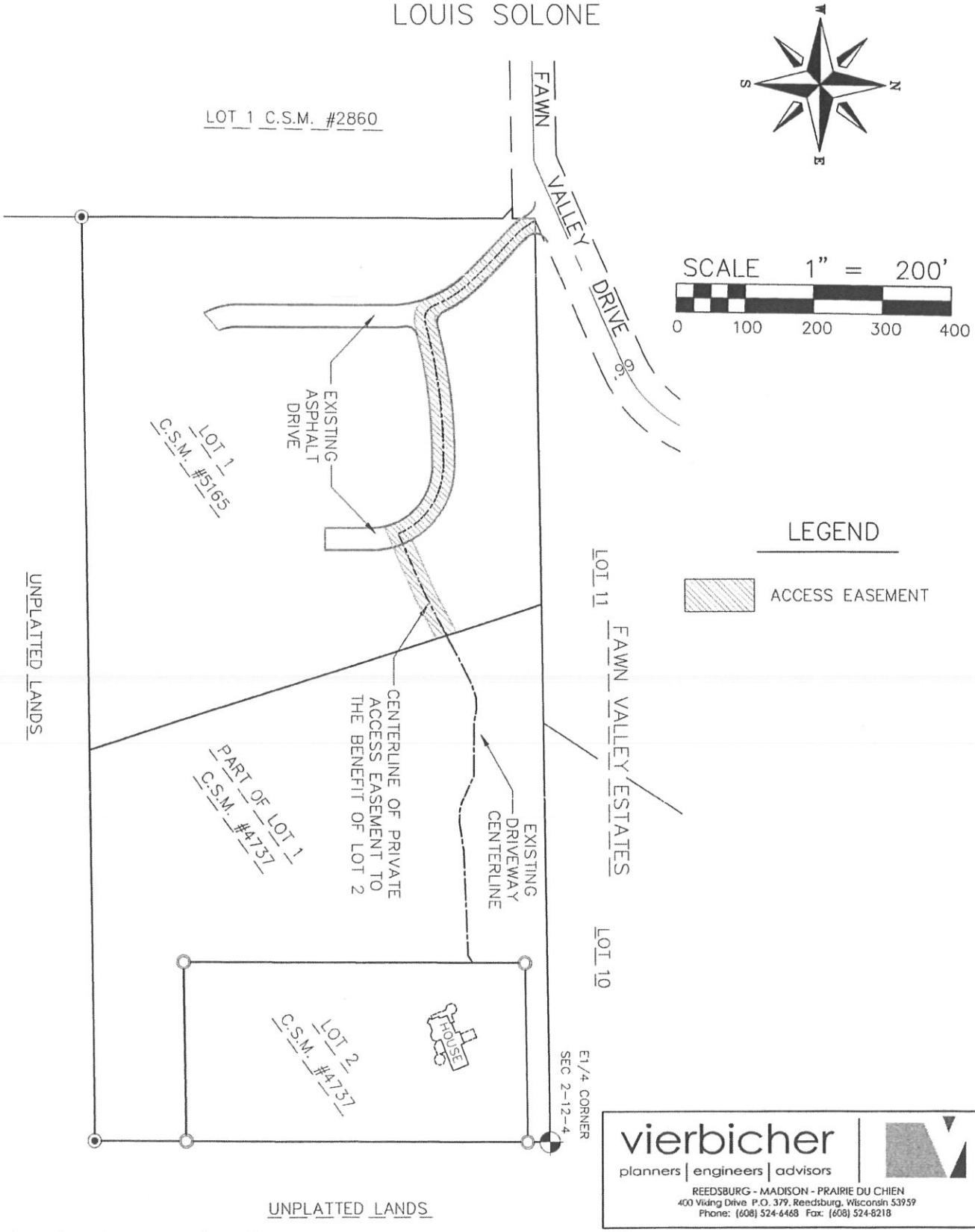
A. *No land shall be used or structure erected where the land is held unsuitable for such use or structure by the Plan Commission by reason of flooding, concentrated runoff, inadequate drainage, adverse soil or rock formation, unfavorable topography, lower percolation rate or bearing strength, erosion susceptibility, or any other feature likely to be harmful to the health, safety, prosperity, aesthetics, and general welfare of this community. The Plan Commission, in applying the provisions of this section, shall in writing recite the particular facts upon which it bases its conclusion that the land is not suitable for certain uses. The applicant shall have an opportunity to present evidence contesting such unsuitability if he so desires. Thereafter, the Plan Commission may affirm, modify or withdraw its determination of unsuitability.* ***All lots shall abut upon a public street, and each fan-shaped lot shall have a minimum street frontage of 40 feet.***

§ 674-7 Streets.

A. *Streets shall be provided for convenient access to all parcels of land to be created by the subdivision. The subdivision layout shall be such as to provide each lot, by means of a public street, satisfactory access to an existing public street.* ***All streets shall be dedicated to the public, unless in areas outside the corporate limits, where the town board may permit private streets****. The design of private streets shall be in full conformity with this chapter.*

ACCESS EASEMENT SKETCH

FAWN VALLEY, LLC.
TO
LOUIS SOLONE



vierbicher
planners | engineers | advisors
REEDSBURG - MADISON - PRAIRIE DU CHIEN
400 Viking Drive P.O. 379, Reedsburg, Wisconsin 53959
Phone: (608) 524-6468 Fax: (608) 524-8218

C:\Desktop\Solone Driveway Easement\Civil 3D\CSM 2002.dwg

ORDINANCE NO. 18XX-19
(Extraterritorial roadside farm stands and accessory buildings)

The City of Reedsburg, Sauk County, Wisconsin, does hereby ordain as follows:

SECTION 1: PURPOSE.

The purpose of this ordinance is to allow roadside stands in ET agricultural zones as a permitted use rather than a conditional use. The ordinance would also allow accessory buildings to be installed prior to main buildings in the ET area.

SECTION II: PROVISIONS AMENDED.

City of Reedsburg Code § 690 Attachment 4 is hereby amended by this Ordinance. The land use listed as *In-season roadside stands for the sale of farm products produced on the premises* is moved from Conditional Uses to Permitted Uses.

SECTION III: PROVISIONS ADDEED.

City of Reedsburg Code § 690-45(B) is hereby added by this Ordinance:

B. Accessory buildings in R and A zones of the extraterritorial area may be installed before the main building with the following conditions:
   a. Building is portable and a maximum 12' X 16' square feet.
   b. Building is intended for residential storage and excludes pods, semi-trailers, RVs and similar items.
   c. A fire number is approved for the property.
   d. There is a two-year time limit; a third year may be requested.

SECTION IV: VALIDITY.

Should any section, clause or provision of the ordinance be declared by the courts to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof, other than the part so declared to be invalid.

SECTION V: CONFLICTING PROVISIONS REPEALED.

All ordinances in conflict with any provisions of this ordinance are hereby repealed.

SECTION VI: EFFECTIVE DATE.

This ordinance shall be in force from and after its introduction and publication as provided by statute.

SECTION VII: PART OF CODE:

This Ordinance becomes part of the City of Reedsburg Code, Chapter 690.

Dated this 28th day of October 2019.

David G. Estes, Mayor	Jacob Crosetto, Clerk/Treasurer

1st Reading at Council:	October 14, 2019
Public Hearing Noticed:	October 24 & 31, 2019
2nd Reading at Council/Public Hearing:	November 11, 2019
Published, Enactment Date:	November 21, 2019

ORDINANCE NO. 18XX-19
(Extraterritorial roadside farm stands and accessory buildings)

The City of Reedsburg, Sauk County, Wisconsin, does hereby ordain as follows:

SECTION 1: PURPOSE.

The purpose of this ordinance is to allow roadside stands in ET agricultural zones as a permitted use rather than a conditional use. The ordinance would also allow accessory buildings to be installed prior to main buildings in the ET area.

SECTION II: PROVISIONS AMENDED.

City of Reedsburg Code § 690 Attachment 4 is hereby amended by this Ordinance. The land use listed as *In-season roadside stands for the sale of farm products produced on the premises* is moved from Conditional Uses to Permitted Uses.

SECTION III: PROVISIONS ADDEED.

City of Reedsburg Code § 690-45(B) is hereby added by this Ordinance:

B. Accessory buildings in R and A zones of the extraterritorial area may be installed before the main building with the following conditions:
   a. Building is portable and a maximum 12' X 16' square feet.
   b. Building is intended for residential storage and excludes pods, semi-trailers, RVs and similar items.
   c. A fire number is approved for the property.
   d. There is a two-year time limit; a third year may be requested.

SECTION IV: VALIDITY.

Should any section, clause or provision of the ordinance be declared by the courts to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof, other than the part so declared to be invalid.

SECTION V: CONFLICTING PROVISIONS REPEALED.

All ordinances in conflict with any provisions of this ordinance are hereby repealed.

SECTION VI: EFFECTIVE DATE.

This ordinance shall be in force from and after its introduction and publication as provided by statute.

SECTION VII: PART OF CODE:

This Ordinance becomes part of the City of Reedsburg Code, Chapter 690.

Dated this 28th day of October 2019.

David G. Estes, Mayor	Jacob Crosetto, Clerk/Treasurer

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