

COMMON COUNCIL AGENDA
May 22, 2023
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 8, 2023
2. Approve/Deny Application for Temporary Class B/Class B Retailer's License for Sacred Heart Catholic Church - Fall Festival, September 9-10, 2023 at 545 N Oak Street.
3. Approve/Deny Application for Temporary Class B/Class B Retailer's License for Reedsburg Festival, LTD for the Butter Festival Office, June 14 - 18, 2023 at 1920 Viking Drive.
4. Proclamation: Recognizing 125 years of the Fay-Robinson Chapter of the National Society of the Daughters of the American Revolution
5. Proclamation: Recognizing the Veterans of Foreign Wars "Buddy" Poppy distribution.

II. GENERAL BUSINESS:

1. Approve/Deny: Authorize City Staff to proceed with Vierbicher to create Tax Incremental District No. 11.
2. Approve/Deny: Memorandum of Understanding with KMD Development, LLC for the construction of eight twin homes on parcel 276-1928-53024, generally located in the area of Retzlaff Drive and 20th Street.
3. Approve/Deny: Memorandum of Understanding with KMD Development, LLC for the construction of nine row houses and one four-plex on parcels 276-1313-20000 & 276-1313-30000, generally located in the 200 block of S. Dewey Avenue.
4. Approve/Deny: Purchase of 2744 Country Court Drive from Sauk County for use by the Community Development Authority as a high school project house.
5. Approve/Deny: First Reading and set a Public Hearing for June 26, 2023 for Ordinance 1957-23 - Amending Chapter 434-3 - Offenses Against Public Safety and Welfare - adopting Wisconsin State



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.

Statute 948.61 Dangerous Weapon other than Firearm on school premises.

6. Approve/Deny: Second Reading and Public Hearing on Ordinance 1955-23 Amending Chapter 434-3 - Offenses against public safety and welfare - adopting Wisconsin State Statute 941.231 - Carrying a Concealed Knife.
7. Discussion: S. Park Neighborhood / Riffey Transload Issues. Requestor: Jay Utle

III. RECOMMENDATIONS FROM BOARDS, COMMITTEES AND COMMISSIONS:

1. Plan Commission: Approve/Deny: First Reading and set a Public Hearing for June 26, 2023 for Ordinance 1956-23 rezoning parcels 276-0839-00000 & 276-0838-00000, generally located at 312 N. Park Street and 311 3rd Street, rezoning from R-2 Residential and B-2 Business to B-3 Business.
2. Plan Commission: Approve/Deny: Resolution 4511-23 creating a Certified Survey Map at E7239A Junction Road, Parcel 030-0532-00000 in the Town of Reedsburg - Extra Territorial Zone.

IV. CITY ADMINISTRATOR REPORTS:

1. Discussion: 2024 Budget process and information, Capital Equipment/Projects

V. COMMISSION, COMMITTEE, BOARD AND STAFF REPORTS:

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

VI. OFFICE OF THE MAYOR:

VII. ADJOURN:



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City of Reedsburg Meeting of the Common Council
May 8, 2023

Present: Mayor Dave Estes, Alderpersons Sonny Hyde, Craig Braunschweig (arrived at 6:05 p.m.), Jason Schulte, Mike Gargano, Missy Frenz, Phil Peterson, Dave Knudsen, and Adam Kaney.
Absent: Alderperson Tom Seamonson
Others Present: City Administrator Tim Becker, Finance Director/City Clerk-Treasurer Jacob Crosetto, Police Chief Pat Cummings, City Attorney Maximilian Buckner, Public Works Director Steve Zibell, Parks and Recreation Director Matt Scott, Building Inspector/Zoning Administrator Brian Duvalle, 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 meeting held on April 24, 2023; Proclamation: Recognizing National Water Safety Month - May 2023; approval of application for Original Class B Retailer's License for Beer Brewing Amber, LLC, DBA Corner Pub Brewing, 100 E. Main Street, Amber Giddings – Agent; the Monthly Expenditure Report for April 2023; Monthly Building Permit Report for April 2023; appointment of Beth Voigt to the Historic Preservation Commission; and a Proclamation Designating Police Week 2023, May 14 - 20, 2023.

Motion: Braunschweig, Second: Kaney to approve the consent agenda. Motion carried 8-0.

GENERAL BUSINESS:

- A. Approve/Deny: Resolution 4506-23 Authorizing the Termination of Tax Incremental District #4.
 - a. **Motion: Gargano, Second: Kaney to approve Resolution 4506-23 as presented. Motion carried 8-0.**
- B. Approve/Deny: Lease with Bell Bank Equipment Finance for Public Works Street Sweeper.
 - a. **Motion: Peterson, Second: Schulte to approve the Street Sweeper lease with Bell Bank as presented. Motion carried 8-0.**
- C. Approve/Deny: Lease agreement with JAG Courts, Inc. to operate the Reedsburg Fieldhouse, 1501 Viking Drive.
 - a. **Motion: Gargano, Second: Hyde to approve the Lease with JAG Courts, Inc. as presented. Motion carried 8-0.**

Motion: Knudsen, Second: Frenz to adjourn.
Motion carried 8-0. Meeting adjourned at 6:17 p.m.

Respectfully submitted,

Jacob Crosetto
City Clerk-Treasurer/Finance Director

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: 4-21-2023

☐ 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 Sept. 9, 2023 and ending Sept. 10, 2023 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 Sacred Heart Catholic Church Fall Festival

(b) Address 624 North Willow (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

Co-chair Vice-President Laurie Kruser: 52002 Taen Hall Road Reedsburg, WI 53959

Co-chair Secretary Linda Rockweiler: 51812 Schuyvitch Lane Reedsburg, WI 53959

Treasurer

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

82057 East Lake Virginia Road 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: 545 North Oak Street Reedsburg, WI 53959

(b) Lot Block

(c) Do premises occupy all or part of 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 Fall Festival - Sacred

(b) Dates of event September 10, 2023

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 Brenda Bergman 4-21-2023 Sacred Heart Fall Festival
(Signature / Date) (Name of Organization)

Date Filed with Clerk 5-3-2023

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

☐ Town ☐ Village ☒ City of Reedsburg

Application Date: 3-31-2023

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 6/14/2023 and ending 6/18/2023 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	<u>Roger Mieder</u>	<u>P.O. Box 61</u>	<u>Reedsburg, WI</u>
Vice President	<u>Brian Bender</u>	<u>"</u>	<u>"</u>
Secretary	<u>Mary Vethe</u>	<u>"</u>	<u>"</u>
Treasurer	<u>Linda Biskupski</u>	<u>"</u>	<u>"</u>

(g) Name and address of manager or person in charge of affair: Linda Biskupski
P.O. Box 61 Reedsburg

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 1920 Viking Drive

(b) Lot _____ Block _____

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

(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: Butterfest Office

3. Name of Event

(a) List name of the event Reedsburg Butterfest

(b) Dates of event 6-14-2023 through 6-18-2023

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 Mary Vethe 3-31-2023
(Signature / Date)

Reedsburg Festival LTD
(Name of Organization)

Date Filed with Clerk 5-15-2023

Date Reported to Council or Board 5-22-2023

Date Granted by Council _____

License No. _____

**PROCLAMATION
RECOGNIZING 125 YEARS OF THE FAY-ROBINSON
CHAPTER OF THE NATIONAL SOCIETY OF THE
DAUGHTERS OF THE AMERICAN REVOLUTION**

WHEREAS, the Fay-Robinson Chapter of the National Society of the Daughters of the American Revolution (NSDAR) is celebrating 125 years of service to the community and country; and

WHEREAS, their members range in age from 18 to 100+ and represent hundreds of patriots who gave their lives and fortunes for freedom; and

WHEREAS, projects of the Fay-Robinson Chapter of NSDAR provides educational information and financial support of their community and remembers and honors our veterans through programs such as Wreaths Across America and the sponsorship of annual scholarships; and

NOW, THEREFORE, BE IT RESOLVED that I, David Estes, Mayor of the City of Reedsburg, hereby formally recognizes the Fay-Robinson Chapter of the National Society of the Daughters of the American Revolution and the City of Reedsburg publicly salutes the service of the Fay-Robinson Chapter in our community.

IN WITNESS THEREOF, I have hereunto set my hand and caused the seal of the City of Reedsburg to be affixed this 24th day of May in the year 2023.

David Estes,
Mayor, City of Reedsburg

PROCLAMATION VFW “Buddy” Poppy

WHEREAS, the annual distribution of Buddy Poppies by the Veterans of Foreign Wars of the United States has been officially recognized and endorsed by governmental leaders since 1922; and

WHEREAS, VFW Buddy Poppies are assembled by disabled veterans and the proceeds of this worthy fundraising campaign are used exclusively for the benefit of disabled and needy veterans and the widows and orphans of deceased veterans; and

WHEREAS, the basic purpose of the annual distribution of Buddy Poppies by the Veterans of Foreign Wars is eloquently reflected in the desire to “Honor the Dead by Helping the Living”, therefore

NOW, THEREFORE, BE IT RESOLVED that I, David Estes, Mayor of the City of Reedsburg, hereby urge the citizens of the City of Reedsburg to recognize the merits of this cause by contributing generously to its support through your donations for Buddy Poppies on the day set aside for the distribution of these symbols of appreciation for the sacrifices of our honored dead.

I urge all patriotic citizens to wear a Buddy Poppy as mute evidence of our gratitude to the men and women of this country who have risked their lives in the defense of the freedoms which we continue to enjoy as American citizens.

IN WITNESS THEREOF, I have hereunto set my hand and caused the seal of the City of Reedsburg to be affixed this 22nd day of May in the year 2023.

David Estes,
Mayor, City of Reedsburg



City of Reedsburg
Tax Increment District (TID) No. 11 Creation
May 16, 2023

Key Dates: Council Meetings – 2nd & 4th Monday
: Newspaper Publication Date – Thursday (Notice deadline is 2:00 p.m. on Friday)
: Plan Commission Meetings – 2nd Tuesday

Action	Party Responsible	Date
1. Common Council Meeting: Authorization to proceed	Common Council	5/22/23
2. TID No. 11 Creation		
3. Mail letters to taxing jurisdictions notifying them of TID creation and requesting Joint Review Board (JRB) appointments.	Vierbicher	5/23/23
4. Prepare draft TID No. 11 Project Plan and Boundary Map	Vierbicher / City Staff	5/23/23 – 6/13/23
5. Plan Commission Meeting: - Review draft TID No. 11 Project Plan and Boundary Map - Set Public Hearing Date for TID No. 11 Creation	Plan Commission	6/13/23
6. Mail Public Hearing Notices to Joint Review Board (JRB)	Vierbicher	6/16/23
7. Mail Public Hearing Notices to taxing entities.	Vierbicher	6/16/23
8. Deliver JRB Meeting Notice to Newspaper.	City Staff	6/16/23
9. Deliver Public Hearing Notices to Newspaper.	City Staff	6/16/23
10. Mail JRB packets.	Vierbicher	6/16/23
11. Publish Notice for JRB first meeting (<i>Class I</i>).	Newspaper	6/22/23
12. Publish Notice for TID No. 11 Creation Public Hearing (<i>Class II</i>).	Newspaper	6/22/23 & 6/29/23
13. Joint Review Board - First Meeting: - Elect chairperson - Elect an at-large member - Review draft TID No. 11 Creation Project Plan & District Boundary (<i>at least 5 days after publication of JRB meeting notice; latest date 14 days after first notice of Public Hearing</i>).	JRB	6/27/23 to 7/06/23
14. Plan Commission Meeting: - Public Hearing for TID No. 11 Creation - Adopt Resolution approving TID No. 11 Creation	Plan Commission	7/11/23
15. Obtain City Attorney opinion letter for TID No. 11 Creation, TID No. 6 Amendment and TID No. 9 Amendment	City Attorney	8/01/23
16. Common Council Meeting: (Not less than 14 days after public hearing) - Adopt Resolution approving TID No. 11 Creation - Adopt Resolution for TID No. 8 - 3 Year Tech College Extension	Common Council	8/14/23

17. Deliver JRB meeting notice to newspaper.	City Staff	8/18/23
18. Mail JRB packets.	Vierbicher	8/18/23
19. Publish Notice for JRB second meeting <i>(Class I)</i> .	Newspaper	8/24/23
20. Joint Review Board – Final Meeting: • Annual JRB Meeting to Review TID Annual Reports • Adopt Resolution for TID No. 8 - 3 Year Tech College Extension • Adopt Resolution approving TID No. 11 Creation <i>(At least 5 days after publication of meeting notice and within 30 days of Council approval).</i>	JRB	8/29/23 to 9/13/23
21. Notify DOR of TID No. 11 Creation	Vierbicher	After JRB
22. Submit TID Base Year Packet to Wisconsin Department of Revenue.	Vierbicher / City Clerk / Assessor	Before 10/31/23

MEMORANDUM OF UNDERSTANDING

Between

KMD Development, LLC

And The

City Of Reedsburg, Wisconsin

KMD Development, LLC, a Wisconsin limited liability company, (Developer) is proposing to construct a residential development Retzlaff Drive in the City of Reedsburg resulting in the creation of eight zero lot line twin homes. This Memorandum of Understanding is intended to summarize the commitments of the Developer and City of Reedsburg (City). These commitments will be formalized in a Development Agreement which will be executed by the Developer and City.

WITNESSETH:

Whereas, the City proposes to create Tax Increment District (TID) No. 11 as a Mixed-Use TID in 2023 to promote residential and commercial development in the City; and,

Whereas, the City recognizes the need to encourage new affordable residential development in the City; and

Whereas, the Developer is proposing to purchase parcel 276-1928-53024 and develop a new residential subdivision to create eight zero lot line twin homes; and,

Whereas, the ability to develop the residential subdivision in Reedsburg will be based on the financial feasibility of the project; and

Whereas, the City recognizes having new affordable residential housing is desirable to support continued growth of the City; and

Whereas, the City has concluded that it is in the best interest of the community to invest TID No. 12 funds to create help fund the new commercial building.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

I. Developer Agreement

In consideration of the obligation of the City as set forth herein, the Developer shall:

- A. Purchase parcel 276-1928-53024 from the City as shown on Exhibit A for One Hundred Thousand and 00/100 Dollars (\$100,000.00).
- B. Construct eight (8) zero lot line twin homes. See Exhibit B for the typical building plan. Two buildings shall be constructed in 2023, four buildings shall be constructed in 2024, and two buildings shall be constructed in 2025.
- C. Increase the equalized taxable value of real estate on the parcel by an average of \$450,000 per building (\$225,000 per housing unit), or a total of \$3,600,000 by December 31, 2025.

- D. The increase in annual Tax Increment Revenue is estimated to be as follows:
1. 2025 = \$19,000 from the two structures completed in 2023,
 2. 2026 = \$57,000 from the two structures completed in 2023, plus the four completed in 2024,
 3. 2027 = \$76,000 after the full build-out is completed in 2025.
- In the event the actual tax increment revenue is less than Seventy Six Thousand and 00/100 Dollars (\$76,000.00), the Developer shall pay to the City annually a sum equal to the difference between the Guaranteed Tax Increment Revenue and the actual tax increment revenue payments. Also see Article III, Section C.
- F. Obtain all necessary permits; comply with all local, state, and federal requirements. Developer shall be responsible to pay all permit fees and City connection fees.
- G. Execute a Development Agreement between the City and Developer as stipulated in Article IV.
- H. Developer acknowledges the residential units are intended to be owner occupied, except when the owner of a twin home may rent the second unit as long as the owner lives in the other unit.
- I. The Developer will not be allowed to sell vacant lots to another developer during the term of the Development Agreement unless granted written approval from the City, which will not be unreasonably withheld. If approval to sell is granted, the terms of the Development Agreement between the Developer and the City will be assigned to the buyer.
- J. Any costs expended by the Developer will be exclusive to the Developer and will not be a cost of the City.

II. City of Reedsburg Agreement

In consideration of the obligation of the Developer as set forth herein, the City shall:

- A. Create TID No. 11 as a Mixed-Use TID for the proposed development on or before July 31, 2023.
- B. Using TID No. 11 funds, the City shall provide a Direct Business Assistance grant to the Developer in the amount of One Hundred Twenty Thousand and 00/100 Dollars (\$120,000.00) in conjunction with the project. The funds shall be used to pay for land acquisition, impact fees, City permit fees and other development costs. Payment shall be made at closing for the land acquisition.
- C. Using TID No. 11 funds, the City shall prepare a Preliminary Subdivision Plat and Final Subdivision Plat for the development; and design and construct the Municipal Street, sanitary sewer and water utilities, street light, and on-site storm water management facilities to serve the development as shown on Exhibit A. The estimated cost of the professional services and infrastructure is \$360,000. The City will pay up to \$300,000 toward these costs. The additional cost is the responsibility of the Developer. The Developer shall also be responsible for electric, natural gas and communication utilities.
- D. Using TID No. 11 funds, the City shall pay soft costs related to consultant, legal, financings fees, capitalized interest and TIF administration costs during the life of the TID. The soft costs are estimated to equal Ten Thousand and 00/100 Dollars (\$10,000.00).
- E. The Developer will not be allowed to sell vacant lots to other developers during the term of the Development Agreement unless granted written approval from the City, which will not be unreasonably withheld. If approval to sell is granted, the terms of the Development Agreement between the Developer and the City will be assigned to the buyer.

- F. Any money expended exclusively by the City for this project will not be reimbursed by the Developer.

III. Security

- A. First Position Real Estate Mortgage. The parties acknowledge and agree that the Tax Increment received by the City from TID No. 11 is intended to be sufficient to pay the City's upfront development cost. The parties agree that solely for purposes of this Agreement, the net amount the City considers attributable to the upfront development cost is Four Hundred Thirty Thousand and 00/100's Dollars (\$430,000.00). The City's Upfront Development Cost for purposes of this Section includes \$100,000 for land acquisition, \$20,000 for impact fees and other City fees, \$300,000 for infrastructure and \$10,000 for soft costs.

It is specifically agreed by and between the parties hereto that the City shall have a first position real estate mortgage against the parcel to guarantee the Developer shall convey vacant parcels back to the City in the event the Developer does not construct the proposed twin homes. Said conveyance shall be free and clear of all liens and encumbrances. The first position real estate mortgage shall be in the amount of Four Hundred Thirty Thousand and 00/100's Dollars (\$430,000.00), which is equal to the City's Net Upfront Development Cost for this Section. It is also specifically agreed by and between the parties hereto that the City shall subordinate to the first mortgage lenders once construction is started on individual lots and funds are disbursed by the lender. Upon completion on the new twin homes, the Real Estate Mortgage shall be eliminated.

- B. Guaranteed Tax Increment Revenue. During the term of the Development Agreement, the Developer shall generate an annual Guaranteed Tax Increment Revenue of Seventy Six Thousand and 00/100 Dollars (\$76,000.00). The first full Guaranteed Tax Increment Revenue payment shall be made to the City in 2027 and subsequent payments shall be made each year until TID No. 11 is terminated. In the event the actual tax increment revenue is less than Seventy Six Thousand and 00/100 Dollars (\$76,000.00), the Developer shall pay to the City annually a sum equal to the difference between the Guaranteed Tax Increment Revenue and the actual tax increment revenue payments. If the Developer fails to make the payment upon the written demand of the City, the City shall add the amount owed by the Developer to the real estate tax bill for the Development Site. In no event shall this paragraph be interpreted to allow the Developer to pay less than the legally established annual property tax levied against the property which may be in excess of the guaranteed minimum amount established above; nor shall the Developer be relieved of its responsibility to pay such taxes levied after termination of the Development Agreement.

IV. Acknowledgements & Contingencies

The parties to this MOU acknowledge the commitments included in this document are preliminary and are subject to change as the project scope is finalized. The parties also acknowledge the following contingencies:

- A. Developer receives final financing approval.
- B. The City and Developer approves and executes the Development Agreement and Promissory Note.

With the approval of this MOU, the City of Reedsburg Common Council is granting authority to the Mayor, City Administrator, City Clerk and City Attorney to prepare and execute a Development Agreement and other documents necessary for the implementation of the project, provided they are consistent with the terms of the MOU.

The term of the Development Agreement is until TID No. 11 is terminated, which is estimated to be in 2043.

Both parties mutually understand the City and Developer will execute a Development Agreement. This MOU will expire once both parties sign a Development Agreement, or on July 31, 2023, whichever comes first. The terms stated herein constitute the entire agreement between the Developer and City. The City and the Developer must agree to any amendment to this agreement in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on:

May 22, 2023.

For the City of Reedsburg

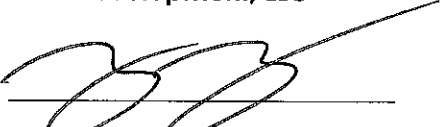
David G. Estes, Mayor

Jacob Crosetto, City Clerk

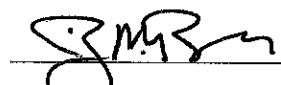
Date

Date

KMD Development, LLC



Max Dvorak, Member

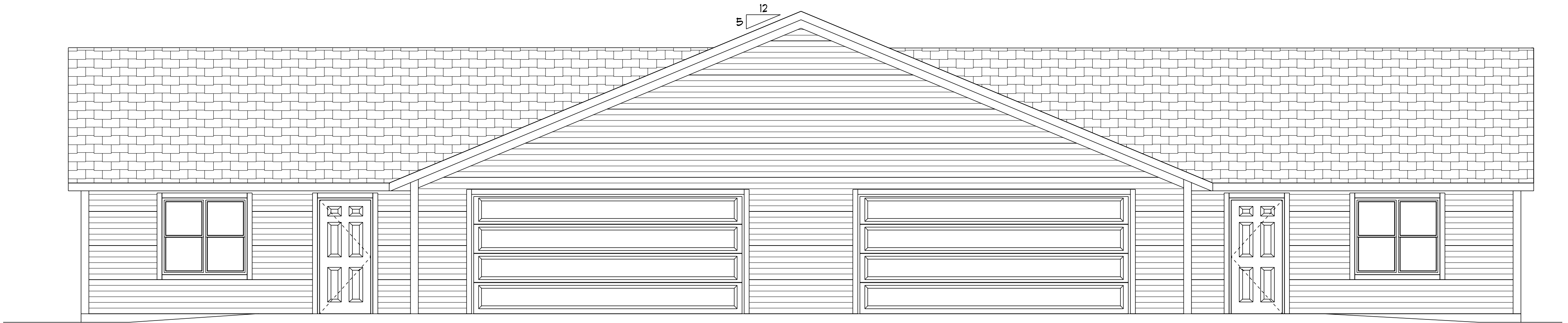


Witness

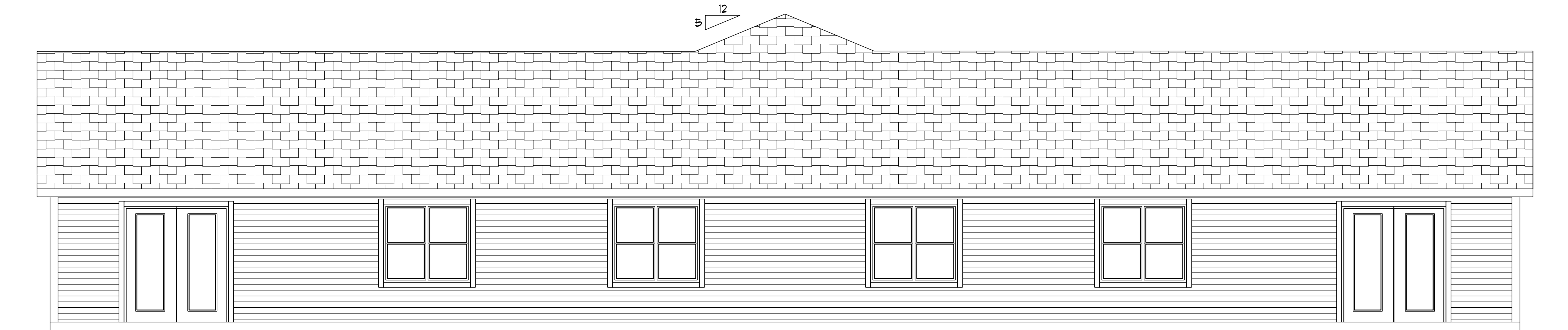
5-11-23
Date

05/11/2023
Date

THIS PLAN WAS CREATED AS A DRAFTING SERVICE ONLY. IN ADDITION TO AND WITHOUT LIMITING ANY AGREED CONTRACT TERMS, THE DESIGNER IN NO WAY EXPRESSES OR ASSUMES ANY RESPONSIBILITY FOR THE ACCURACY OR COMPLIANCE OF THESE PLANS IN ANY FORM.
ALL TALL WALLS GREATER THAN 10'-0" TO BE ENGINEERED BY MATERIAL SUPPLIER.



FRONT ELEVATION
SCALE: 1/4" = 1'-0"



REAR ELEVATION
SCALE: 1/4" = 1'-0"

AMERICAN DESIGN CONCEPTS

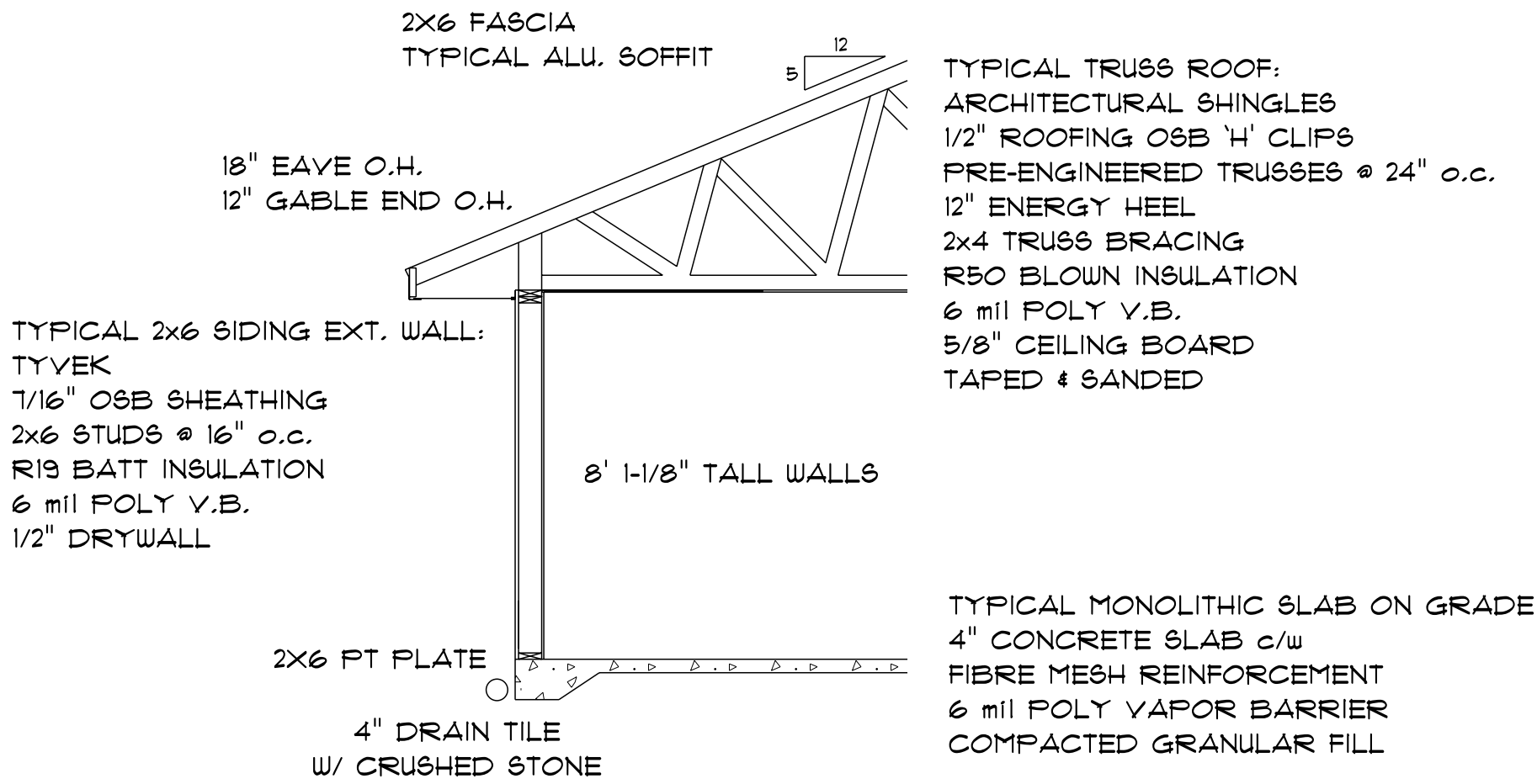
1334 APPLGATE, MADISON WI 53713 (608) 273-0770 AMERICANDESIGNCONCEPTS.COM

KMD DEVELOPMENT LLC
RETZLAFF DUPLEX

ELEVATION PLAN
SCALE: 1/4" = 1'

PLAN START DATE 08/08/2023

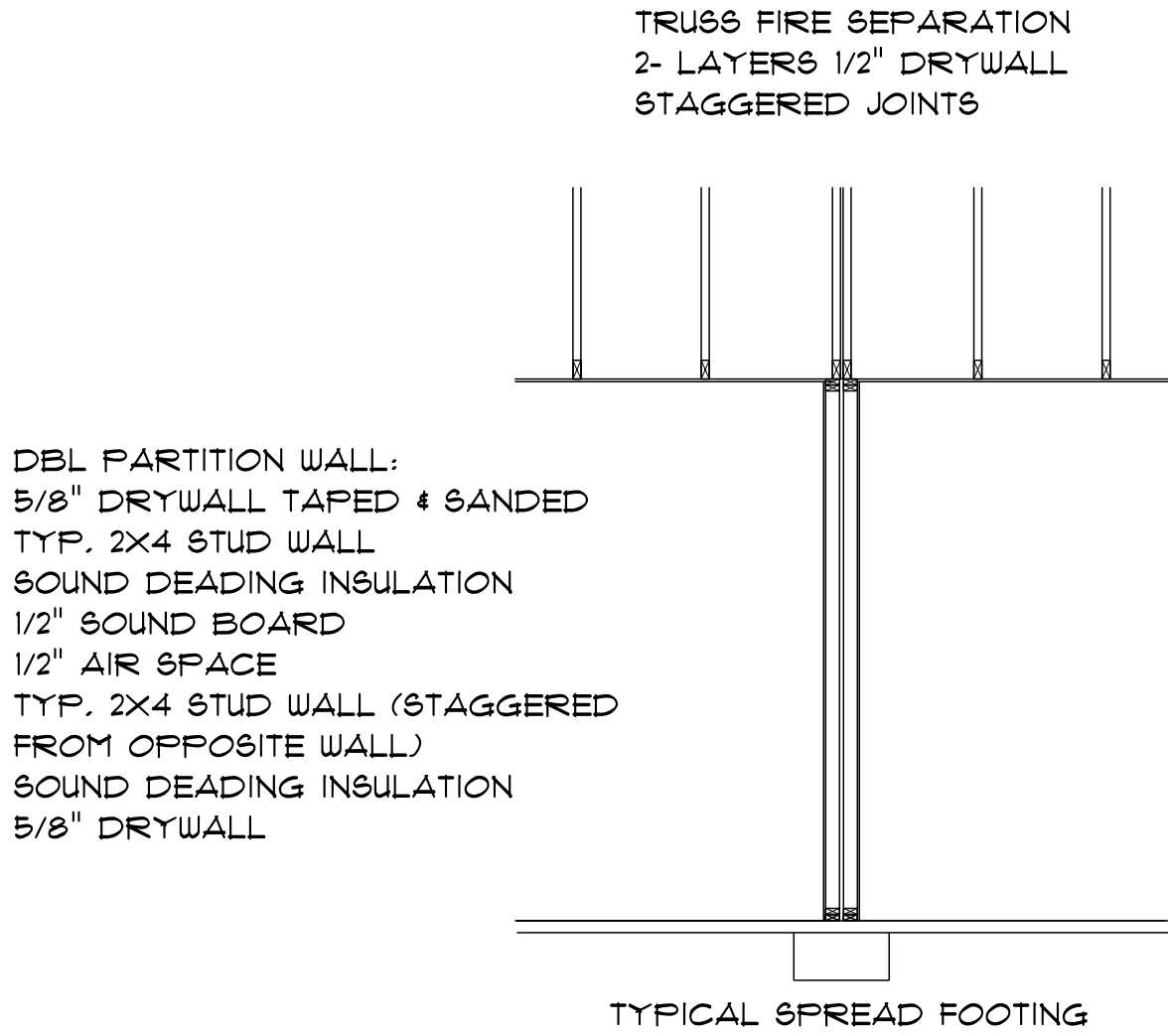
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purchaser has been granted a one-time license
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SECTION THROUGH

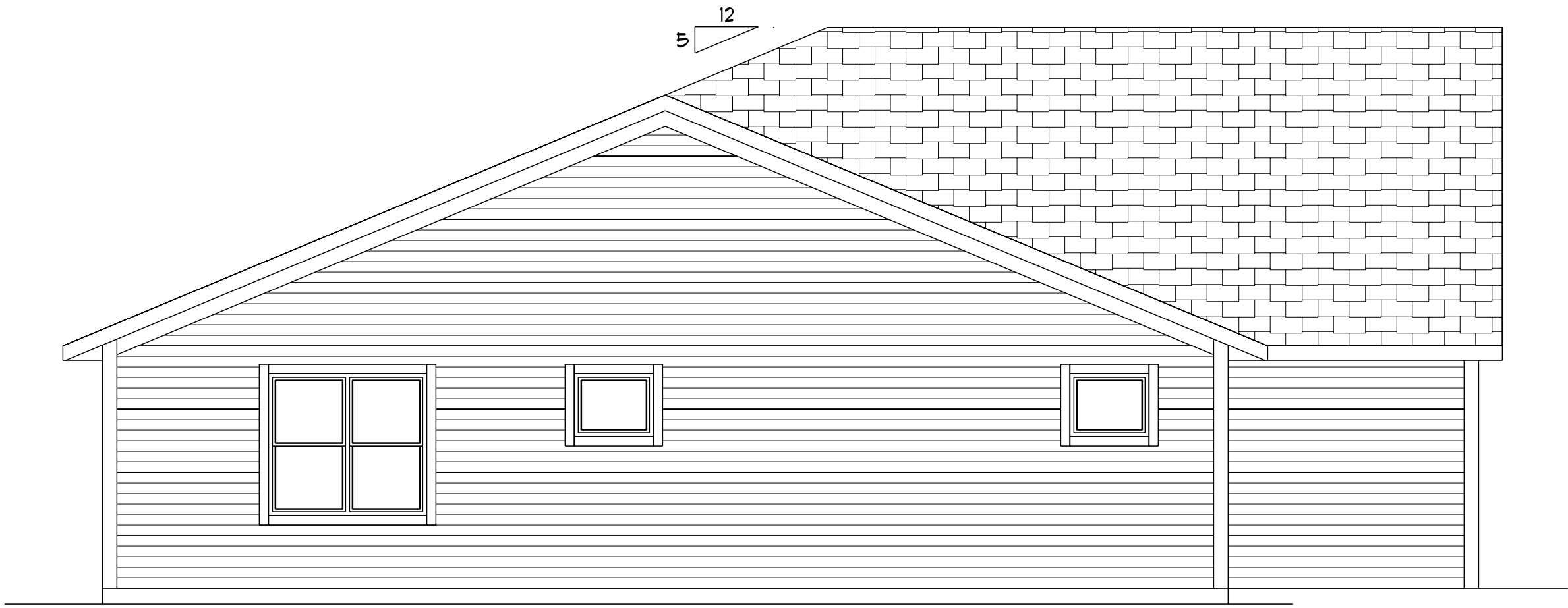
TYPICAL

GENERAL HEADER NOTE (UNLESS OTHERWISE NOTED)
-ALL OPENINGS ≤ 5'-0" TO BE 2X10 - 2-PLY SFF
-ALL OPENINGS > 5'-0" TO 1'-0" TO BE 2-PLY 11-1/8" LVL
-ALL OPENINGS > 1'-0" TO BE ENGINEERED PER SUPPLIER



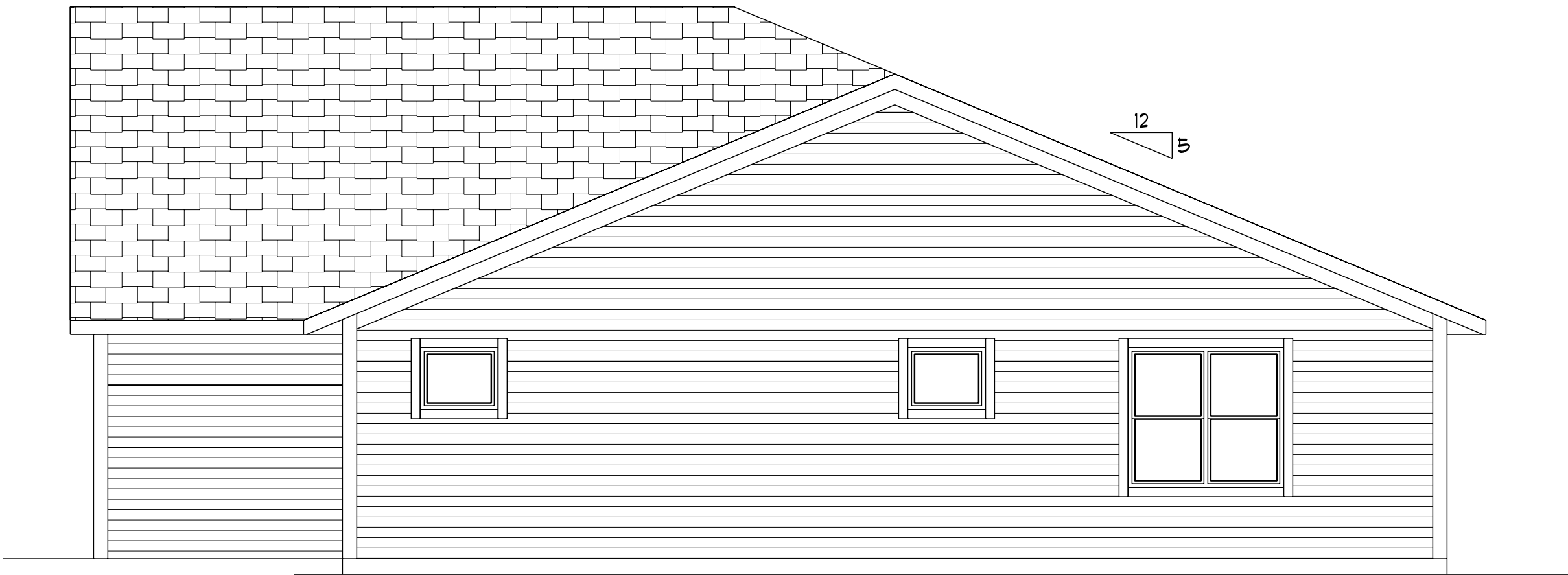
NOTE:
G.C. TO ENSURE COMMON WALLS MEET
OR EXCEED MINIMUM STANDARDS SET IN
WISCONSIN CONSTRUCTION STANDARDS COMM. 21.08,
AS WELL AS ALL APPLICABLE LOCAL CODES
OWNER TO BE CONSULTED ON ANY CHANGES

THIS PLAN WAS CREATED AS A DRAFTING SERVICE ONLY. IN
ADDITION TO AND WITHOUT LIMITING ANY AGREED CONTRACT
TERMS, THE DESIGNER IN NO WAY EXPRESSES OR ASSUMES
ANY RESPONSIBILITY FOR THE ACCURACY OR COMPLIANCE
OF THESE PLANS IN ANY FORM.
ALL TALL WALLS GREATER THAN 10'-0" TO
BE ENGINEERED BY MATERIAL SUPPLIER.



LEFT ELEVATION

SCALE: 1/4" = 1'-0"



RIGHT ELEVATION

SCALE: 1/4" = 1'-0"

SIDE ELEVATION PLAN
SCALE: 1/4" = 1'

PLAN START DATE 08/08/2023

AMERICAN DESIGN CONCEPTS

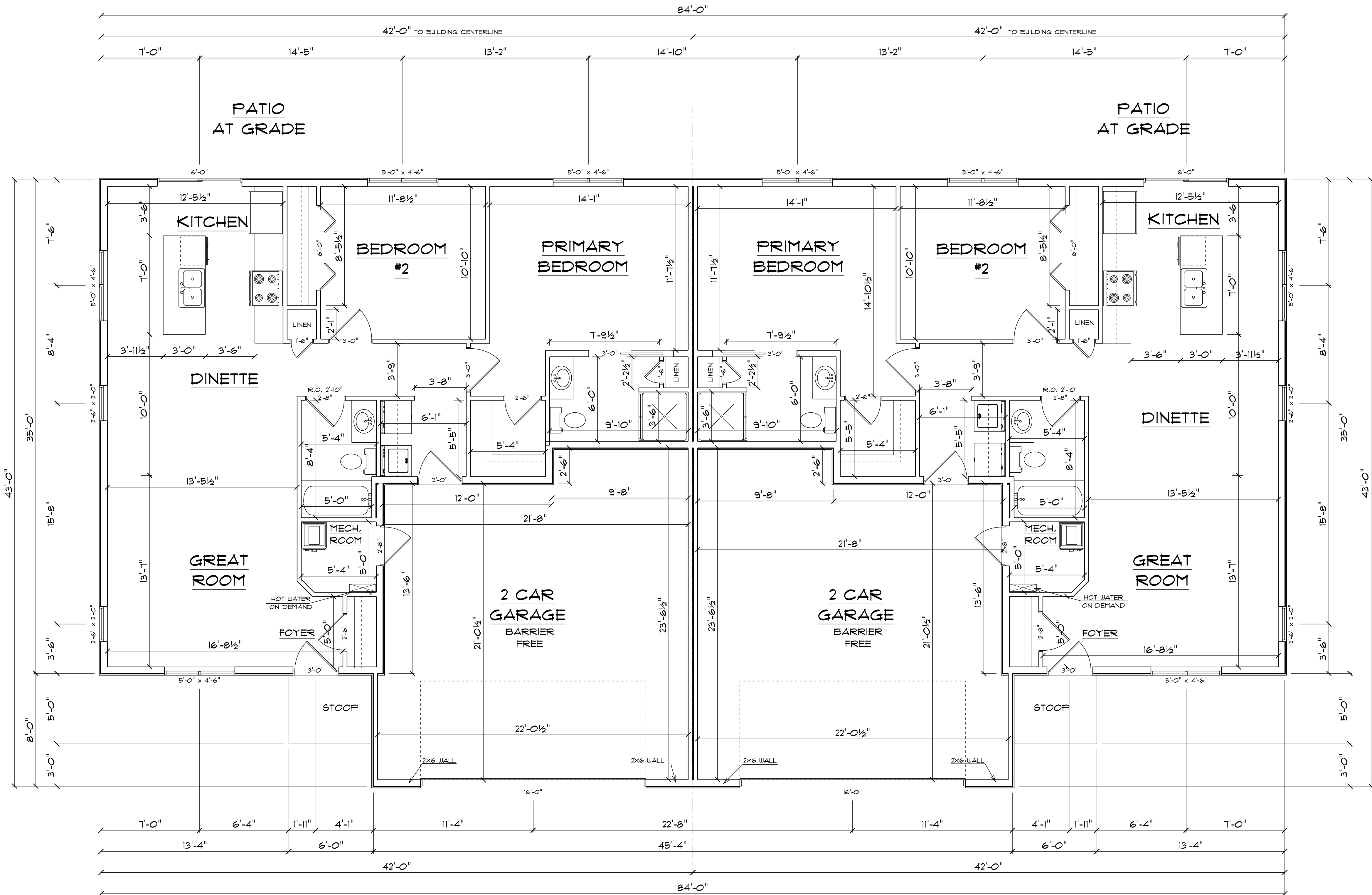
1334 APPLGATE, MADISON WI 53713 (608) 213-OTTO AMERICANDESIGNCONCEPTS.COM

KMD DEVELOPMENT LLC
RETZLAFF DUPLEX

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A2

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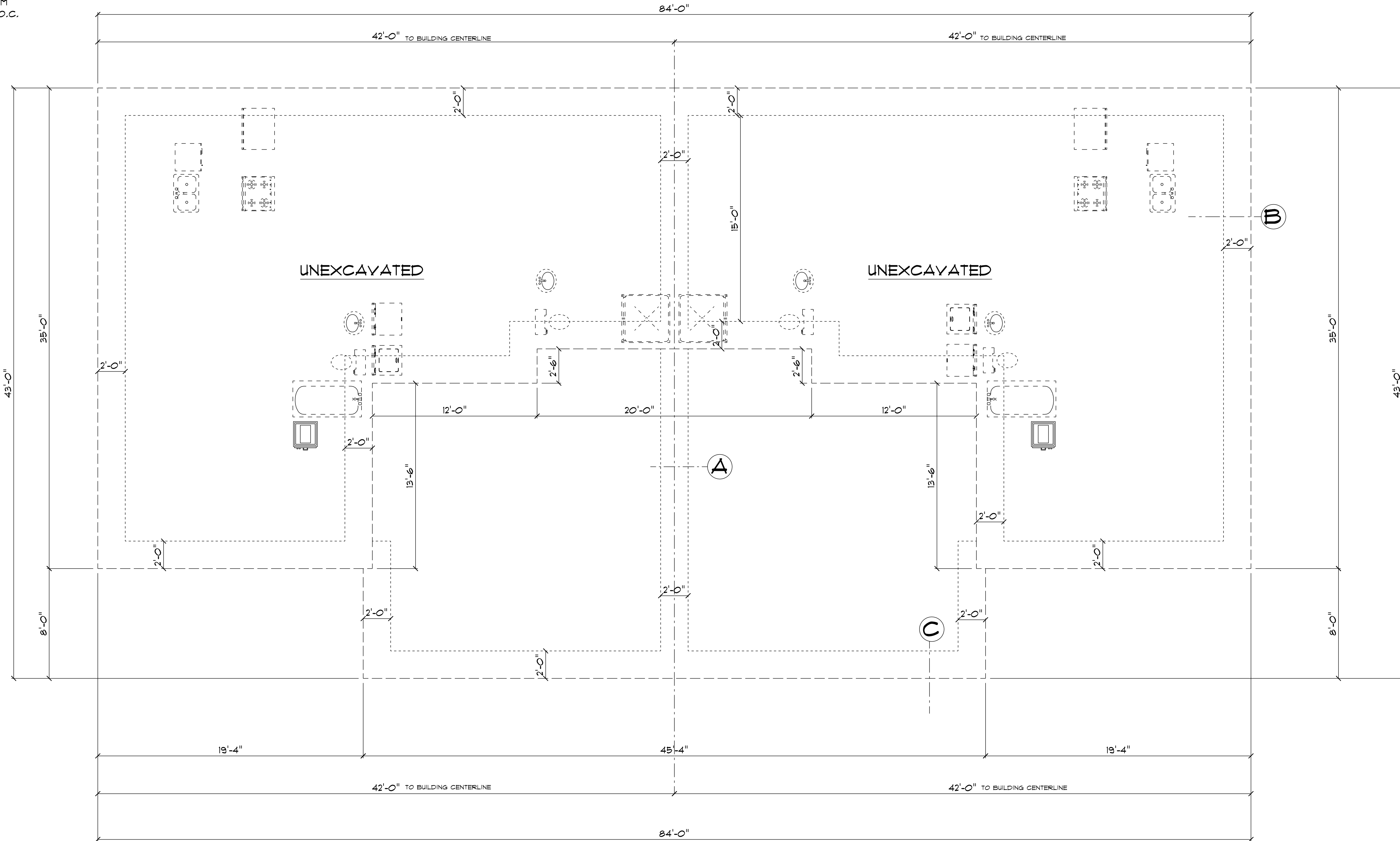
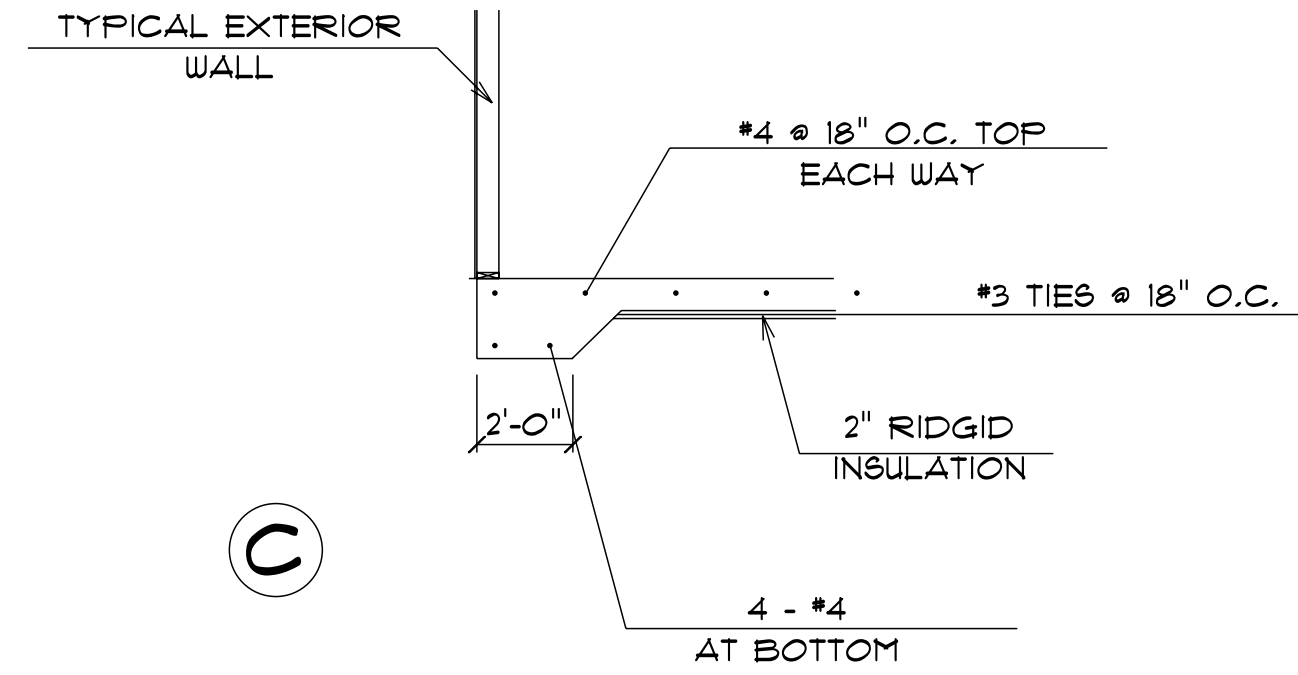
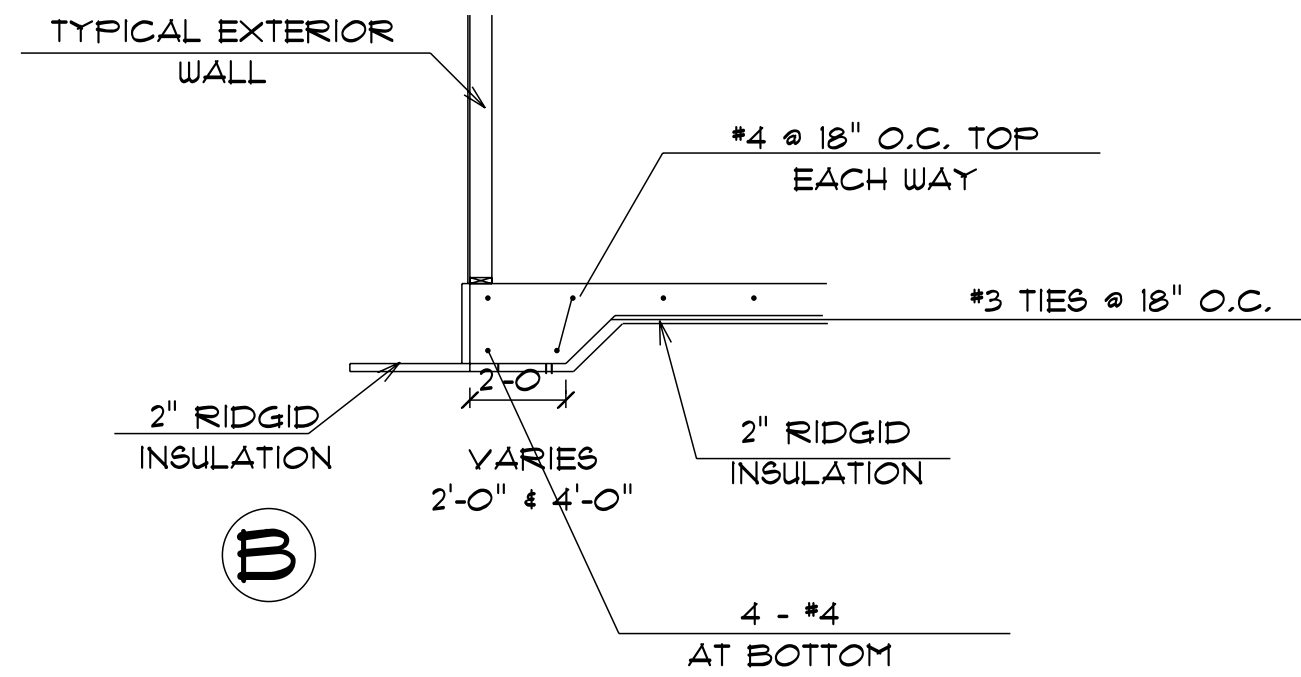
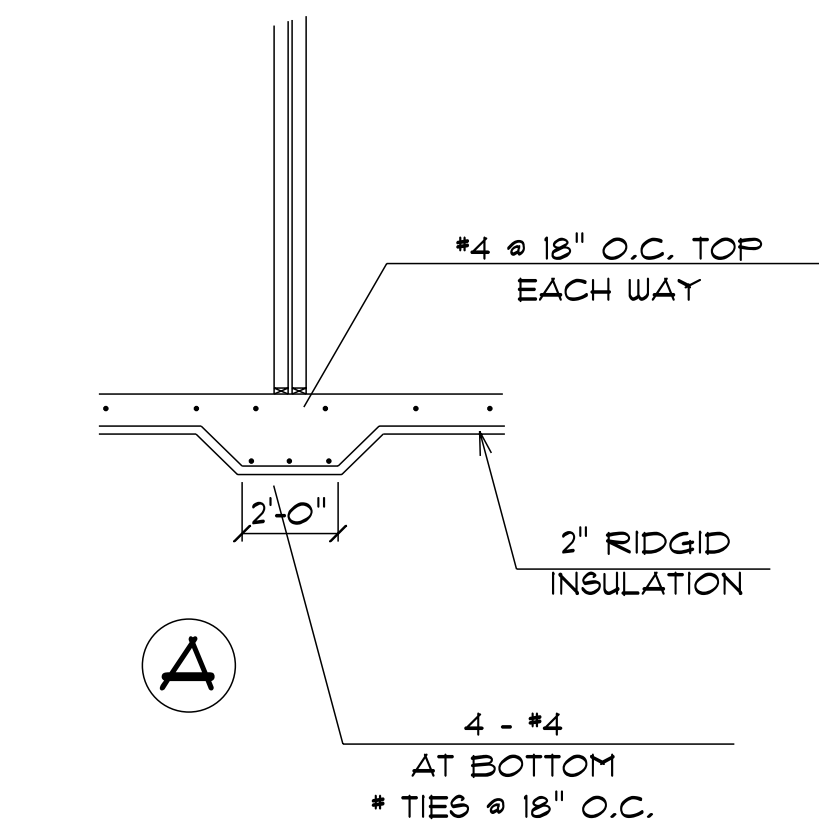
1ST FLOOR PLAN
SCALE: 1/4" = 1'-0"
1164 SQFT FINISHED AREA PER UNIT

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FIRST FLOOR PLAN
2328 SQFT FINISHED AREA
SCALE: 1/4" = 1'

PLAN START DATE 08/08/2023



FOUNDATION PLAN
SCALE: 1/4" = 1'-0"

THIS PLAN WAS CREATED AS A DRAFTING SERVICE ONLY. IN ADDITION TO AND WITHOUT LIMITING ANY AGREED CONTRACT TERMS, THE DESIGNER IN NO WAY EXPRESSES OR ASSUMES ANY RESPONSIBILITY FOR THE ACCURACY OR COMPLIANCE OF THESE PLANS IN ANY FORM.
ALL TALL WALLS GREATER THAN 10'-0" TO BE ENGINEERED BY MATERIAL SUPPLIER.

FOUNDATION PLAN
SCALE: 1/4" = 1'

PLAN START DATE 08/08/2023

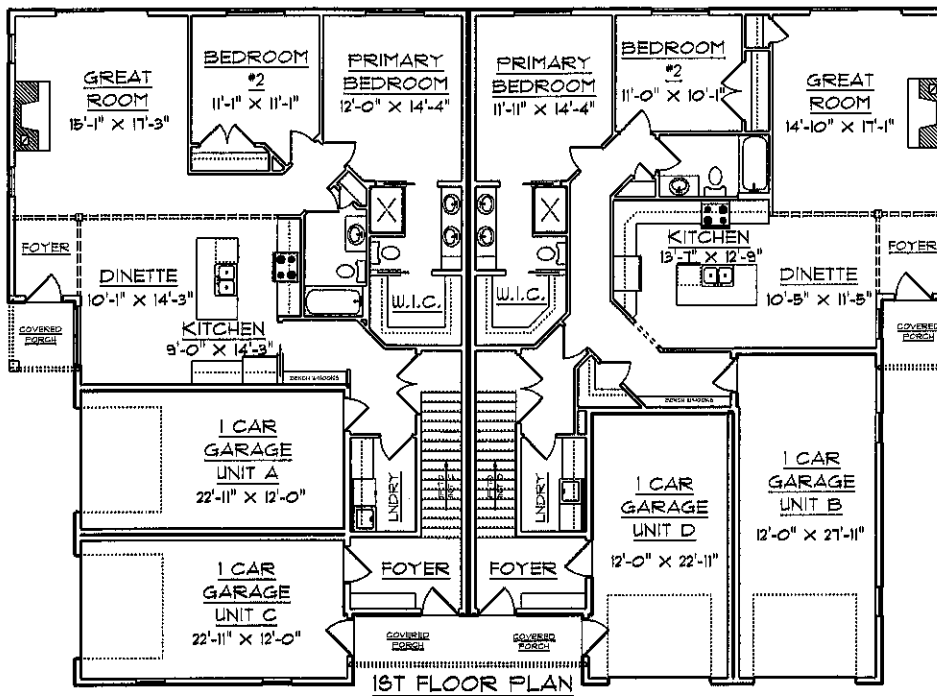
AMERICAN DESIGN CONCEPTS

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A4

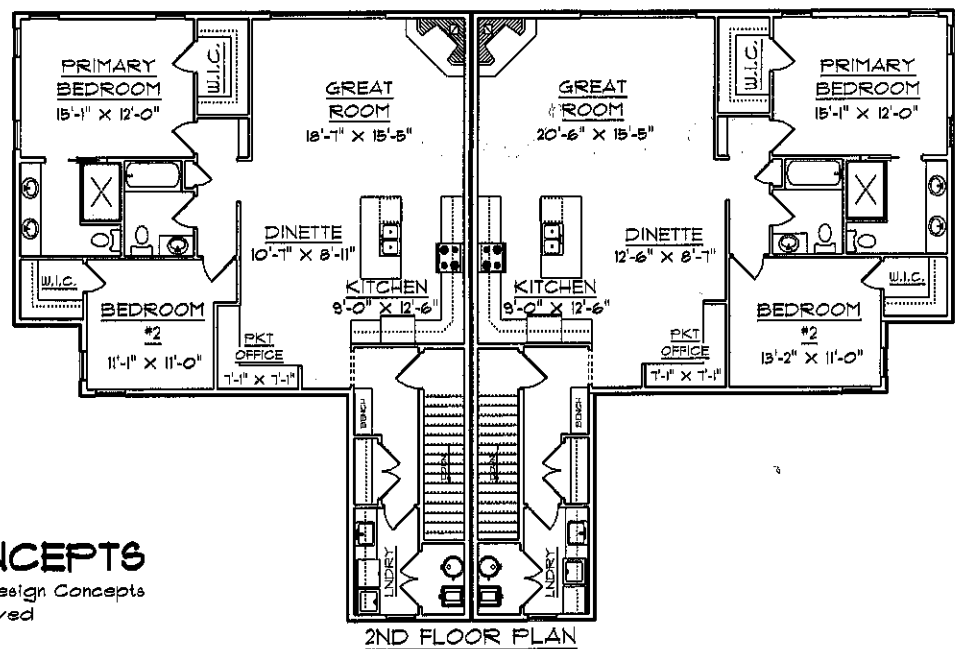


ALTERRA DESIGN LOT 8 OREGON PARKS

UNIT A: 1466 TOTAL SQFT
UNIT B: 1508 TOTAL SQFT
UNIT C: 1478 TOTAL SQFT
UNIT D: 1543 TOTAL SQFT
81'-6" WIDE X 52'-0" DEEP

All Units Have:
2 Bedrooms
2 Baths
Private Laundry
Walk-in Closet
Private Master Bath
Great Room
Dinette
1 Car Garage
Covered Porch

Units C & D Also Have:
Pocket Office



**AMERICAN
DESIGN
CONCEPTS**

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MEMORANDUM OF UNDERSTANDING

Between

KMD Development, LLC

And The

City Of Reedsburg, Wisconsin

KMD Development, LLC, a Wisconsin limited liability company, (Developer) is proposing to construct a residential development on S. Dewey Avenue in the City of Reedsburg resulting in the creation of affordable residential units. This Memorandum of Understanding is intended to summarize the commitments of the Developer and City of Reedsburg (City). These commitments will be formalized in a Development Agreement which will be executed by the Developer and City.

WITNESSETH:

Whereas, the City recognizes the need to encourage new affordable residential development in the City; and

Whereas, the Developer is proposing to purchase parcels 276-1313-20000 and 276-1313-30000 to develop a new residential subdivision to create affordable residential units; and,

Whereas, the ability to develop the residential subdivision in Reedsburg will be based on the financial feasibility of the project; and

Whereas, the City recognizes having new affordable residential housing is desirable to support continued growth of the City; and

Whereas, the City has concluded that it is in the best interest of the community to invest TIF Affordable Housing funds to create help fund the new residential building.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

I. Developer agreement

In consideration of the obligation of the City as set forth herein, the Developer shall:

- A. Purchase parcels 276-1313-20000 and 276-1313-30000 from the current owner as shown on Exhibit A for Sixty Two Thousand Five Hundred and 00/100 Dollars (\$62,500.00).
- B. Construct approximately nine (9) row house housing units on parcel 276-1313-20000 and a 4-plex residential building on parcel 276-1313-30000 as illustrated on Exhibit A. The intent is to complete phase 1 in 2024 and complete all units by December 31, 2025.
- C. Increase the equalized taxable value of real estate on the parcels by \$180,000 per unit for the row housing units and \$85,000 per unit for the 4-plex units. The estimated total increase in assessed value from all units is \$1,960,000.
- D. Create housing units that are affordable as defined by the TIF Affordable Housing program.

- E. Obtain all necessary permits; comply with all local, state, and federal requirements. Developer shall be responsible to pay all permit fees and City connection fees.
- F. Execute a Development Agreement between the City and Developer as stipulated in Article IV.
- G. Developer acknowledges the row house residential units are intended to be owner occupied.
- H. The Developer will not be allowed to sell vacant lots to another developer during the term of the Development Agreement unless granted written approval from the City, which will not be unreasonably withheld. If approval to sell is granted, the terms of the Development Agreement between the Developer and the City will be assigned to the buyer.
- I. Any costs expended by the Developer will be exclusive to the Developer and will not be a cost of the City.

II. City of Reedsburg agreement

In consideration of the obligation of the Developer as set forth herein, the City shall:

- A. Using TIF Affordable Housing funds, the City shall provide a Direct Business Assistance grant to the Developer in the amount of Sixty Two Thousand Five Hundred and 00/100 Dollars (\$62,500.00) in conjunction with the project. The funds shall be used to pay for land acquisition. Payment shall be made at closing for the land acquisition.
- B. The Developer will not be allowed to sell vacant lots to other developers during the term of the Development Agreement unless granted written approval from the City, which will not be unreasonably withheld. If approval to sell is granted, the terms of the Development Agreement between the Developer and the City will be assigned to the buyer.
- C. Any money expended exclusively by the City for this project will not be reimbursed by the Developer.

III. Security

- A. First Position Real Estate Mortgage. The parties acknowledge and agree that the Sixty Two Thousand Five Hundred and 00/100 Dollars (\$62,500.00) TIF Affordable Housing funds will be disbursed by the City upfront for land acquisition. It is specifically agreed by and between the parties hereto that the City shall have a first position real estate mortgage against the parcels to guarantee the Developer shall convey vacant parcels back to the City in the event the Developer does not construct the proposed residential housing units. Said conveyance shall be free and clear of all liens and encumbrances. The first position real estate mortgage shall be in the amount of Sixty Two Thousand Five Hundred and 00/100 Dollars (\$62,500.00), which is equal to the City's Net Upfront Development Cost. It is also specifically agreed by and between the parties hereto that the City shall subordinate to the first mortgage lenders once construction is started on individual lots and funds are disbursed by the lender. Upon completion of the residential construction, the real estate mortgage shall be eliminated.

IV. Acknowledgements & Contingencies

The parties to this MOU acknowledge the commitments included in this document are preliminary and are subject to change as the project scope is finalized. The parties also acknowledge the following contingencies:

A. Developer executes an Offer to Purchase the parcel.

B. The City and Developer approves and executes the Development Agreement.

With the approval of this MOU, the City of Reedsburg Common Council is granting authority to the Mayor, City Administrator, City Clerk and City Attorney to prepare and execute a Development Agreement and other documents necessary for the implementation of the project, provided they are consistent with the terms of the MOU.

The term of the Development Agreement is until an occupancy permit is issued for all of the proposed residential housing units.

Both parties mutually understand the City and Developer will execute a Development Agreement. This MOU will expire once both parties sign a Development Agreement, or on July 31, 2023, whichever comes first. The terms stated herein constitute the entire agreement between the Developer and City. The City and the Developer must agree to any amendment to this agreement in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on:

May 22, 2023.

For the City of Reedsburg

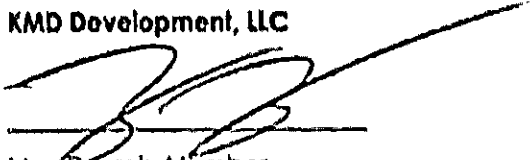
David G. Estes, Mayor

Date

Jacob Crosotto, City Clerk

Date

KMD Development, LLC



Max Dvorak, Member

5-18-23

Date

Witness

Date

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May 22, 2023.

For the City of Reedsburg

David G. Estes, Mayor

Date

Jacob Crosetto, City Clerk

Date

KMD Development, LLC

Max Dvorak, Member

Date

Witness

Date

RESOLUTION # 28-2023

AUTHORIZING ISSUANCE OF A QUIT CLAIM DEED FOR PARCEL No. #276-2284-00000 TO THE CITY OF REEDSBURG

Resolution offered by the Property Committee

BACKGROUND: Sauk County foreclosed on this property on December 14, 2020 through the In Rem Foreclosure process for non-payment of real estate taxes. Pursuant to Wis Stat. § 75.69 and Sauk County Code § 2.109, the County is authorized to convey tax delinquent property to a municipality before offering the same to the general public.

The City of Reedsburg has offered to purchase the property located at 2744 Country Court Dr, Reedsburg. The City of Reedsburg is part of a program in which they purchase dilapidated homes and give them to the Reedsburg's High School Shop Class. The shop teacher leads a team of students through the entire renovation process to flip the home while teaching them important trade skills. The house is then sold.

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors met in regular session, that the Sauk County Clerk be and hereby is authorized and directed, upon timely receipt of \$23,471.25, to issue a quit claim deed to the City of Reedsburg for the below described property:

#276-2284-00000

2744 Country Court Dr, Reedsburg, WI 53959

Legal Description: Lot 15, Williams Estates, City of Reedsburg, Sauk County, Wisconsin.

Sale Price: \$23,471.25

For consideration by the Sauk County Board of Supervisors on May 16, 2023.

Approved for presentation to the County Board by the ^{Property}~~Finance~~ Committee, this 4th day of May, 2023

Consent Agenda Item: [] YES [X] NO

Fiscal Impact: [] None [X] Budgeted Expenditure [] Not Budgeted

Vote Required: Majority = X 2/3 Majority = _____ 3/4 Majority = _____

The County Board has the legal authority to adopt: Yes BTD No _____ as reviewed by the Corporation Counsel, [Signature], Date: 05.10.2023.

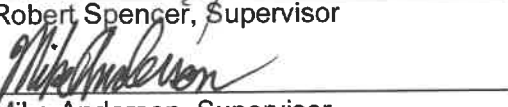
Offered and passage moved by:

[Signature]
Mark "Smooth" Dettner, Chairperson

[Signature]
Joel Chrisler, Vice-Chairperson

[Signature]
Carl Gruber, Secretary

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Robert Spencer, Supervisor

Mike Anderson, Supervisor

Fiscal Note: Funds received will cover the county's costs incurred from the foreclosure of these properties. This includes taxes, interest, penalty, tax foreclosure service charge, utilities, property maintenance and service fee. *omit*

MIS Note: No MIS impact

ORDINANCE NO. 1957-23

(Chapter 434-3 Offenses against public safety and welfare - Amendment)

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

SECTION I: PURPOSE

The purpose of this ordinance is to amend Chapter 434-3 Offenses against public safety and welfare to adopt Wisconsin statute 948.61 - Dangerous Weapon other than Firearm on school premises.

SECTION II: PROVISION AMENDED

City of Reedsburg Code Chapter 434-3 is revised by this Ordinance.

SECTION III: PROVISION AS AMENDED

City of Reedsburg Code Chapter 434-3 is amended to read as follows:

Offenses against public safety and welfare

Chapter 434-3 Offenses against public safety and welfare

§ 434-3 (A) State Law Adopted

(15) Dangerous Weapon other than Firearm on school premises. (§948.61)

SECTION III: 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 IV: CONFLICTING PROVISIONS REPEALED.

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

SECTION V: EFFECTIVE DATE.

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

SECTION VI: PART OF CODE:

This Ordinance becomes part of the City of Reedsburg Code, Chapter 434-4.

Dated this 26th day of June 2023.

David G. Estes, Mayor

1st Reading at Council:

Public Hearing Noticed:

2nd Reading at Council/Public Hearing:

Published, Enactment Date:

Jacob Crosetto, Clerk/Treasurer

May 22, 2023

June 1 & 8, 2023

June 26, 2023

July 6, 2023

948.61 Dangerous weapons other than firearms on school premises.

(1) In this section:

(a) "Dangerous weapon" has the meaning specified in s. 939.22 (10), except "dangerous weapon" does not include any firearm and does include any beebee or pellet-firing gun that expels a projectile through the force of air pressure or any starter pistol.

(b) "School" means a public school, parochial or private school, or tribal school, as defined in s. 115.001 (15m), which provides an educational program for one or more grades between grades 1 and 12 and which is commonly known as an elementary school, middle school, junior high school, senior high school, or high school.

(c) "School premises" means any school building, grounds, recreation area or athletic field or any other property owned, used or operated for school administration.

(2) Any person who knowingly possesses or goes armed with a dangerous weapon on school premises is guilty of:

(a) A Class A misdemeanor.

(b) A Class I felony, if the violation is the person's 2nd or subsequent violation of this section within a 5-year period, as measured from the dates the violations occurred.

(3) This section does not apply to any person who:

(a) Uses a weapon solely for school-sanctioned purposes.

(b) Engages in military activities, sponsored by the federal or state government, when acting in the discharge of his or her official duties.

(c) Is a law enforcement officer or state-certified commission warden acting in the discharge of his or her official duties.

(d) Participates in a convocation authorized by school authorities in which weapons of collectors or instructors are handled or displayed.

(e) Drives a motor vehicle in which a dangerous weapon is located onto school premises for school-sanctioned purposes or for the purpose of delivering or picking up passengers or property. The weapon may not be removed from the vehicle or be used in any manner.

(f) Possesses or uses a bow and arrow or knife while legally hunting in a school forest if the school board has decided that hunting may be allowed in the school forest under s. 120.13 (38).

948.61(4)(4) A person under 17 years of age who has violated this section is subject to the provisions of ch. 938, unless jurisdiction is waived under s. 938.18 or the person is subject to the jurisdiction of a court of criminal jurisdiction under s. 938.183.

History: 1987 a. 332; 1991 a. 17; 1993 a. 336; 1995 a. 27, 77; 2001 a. 109; 2005 a. 290; 2007 a. 27; 2009 a. 302.

Pellet guns and BB guns are dangerous weapons under this section. Interest of Michelle A.D. 181 Wis. 2d 917, 512 N.W.2d 248 (Ct. App. 1994).

ORDINANCE NO. 1955-23

(Chapter 434-3 Offenses against public safety and welfare - Amendment)

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

SECTION I: PURPOSE

The purpose of this ordinance is to amend Chapter 434-3 Offenses against public safety and welfare to adopt Wisconsin statute 941.231 - Carrying a Concealed Knife.

SECTION II: PROVISION AMENDED

City of Reedsburg Code Chapter 434-3 is revised by this Ordinance.

SECTION III: PROVISION AS AMENDED

City of Reedsburg Code Chapter 434-3 is amended to read as follows:

Offenses against public safety and welfare

Chapter 434-3 Offenses against public safety and welfare

§ 434-3 (A) State Law Adopted

(14) Carrying a concealed knife. (§941.231)

SECTION III: 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 IV: CONFLICTING PROVISIONS REPEALED.

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

SECTION V: EFFECTIVE DATE.

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

SECTION VI: PART OF CODE:

This Ordinance becomes part of the City of Reedsburg Code, Chapter 434-4.

Dated this 22nd day of May 2023.

David G. Estes, Mayor

1st Reading at Council:

Public Hearing Noticed:

2nd Reading at Council/Public Hearing:

Published, Enactment Date:

Jacob Crosetto, Clerk/Treasurer

April 24, 2023

May 4 & 11, 2023

May 22, 2023

June 1, 2023

ORDINANCE NO. 1956-23
(Zoning Change – 311 3rd Street; Parcel 276-0839-00000 and
312 North Park Street; Parcel 276-0838-00000)

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

SECTION I: PURPOSE.

Consider rezoning property from R-2 Residential and B-2 Business to B-3 Business in the City of Reedsburg.

SECTION II: PROVISION AMENDED.

The zoning map for the City of Reedsburg as set forth in the official map provided for in the Ordinances for the City of Reedsburg is hereby permanently amended so as to zone the territory listed below in the manner set forth below.

SECTION III: PROPERTY ZONING

311 3rd Street; Parcel 276-0839-00000 and 312 North Park Street; Parcel 276-0838-00000
Reedsburg, Wisconsin, are hereby zoned B-3 Business

A property map may be obtained or accessed from the City Clerk at Reedsburg City Hall, 134 S. Locust St, Reedsburg, WI; (608) 524-6404; www.reedsburgwi.gov .

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 26th day of June, 2023.

David G. Estes, Mayor

Jacob Crosetto, Clerk/Treasurer

1st Reading at Council:
Public Hearing Noticed:
2nd Reading at Council/Public Hearing:
Published, Enactment Date:

May 22, 2023
June 1 & June 8, 2023
June 26, 2023
July 6, 2023

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: Grasse Funeral & Cremation Service
ADDRESS: 312 N. Park St. CITY: Reedsburg STATE: WI
ZIP: 53959 PHONE: 608-524-2337 FAX: 608-524-6970
E-MAIL: elliott.grassefuneral@gmail.com
PROPERTY OWNER: (if different from Applicant) _____

LOCATION: 311 3rd Street, Reedsburg PARCEL #: 0839-00000

LAND USE REQUEST

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

☐ Certified Survey Map (CSM): _____

☐ Conditional Use Permit: _____

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

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

☒ Rezoning - From: Residential (R1) To: Commercial (X)

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

☐ Zoning Appeal / Interpretation: _____

☐ Zoning Variance: _____

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

☐ Other: _____

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.

[Signature] 14/24/2023 [Signature] 14/24/2023
Applicant Signature / Date 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.**

Conditional Use \$200	_____
Cond. Use-Agriculture \$400	_____
Variance \$125	_____
Zone Change \$200	<u>X</u>
C.S.M. \$175	_____
Subdivision Plat \$610	_____
- w/ Stormwater Plan \$100	_____
Flood Plain Zone \$189	_____
Site Plan Review 175	_____
Comp Plan Amend \$200	_____

Date Paid _____
Receipt # _____

Staff Report

DATE: 5/9/2023

APPLICANT: Grasse Funeral & Cremation Service

LOCATION: 311 3rd St; Parcel 276-0839-00000

ZONING: R-1 Residential

PROPOSED LAND USE CHANGE: Rezoning

DESCRIPTION OF PROPERTY/IMPROVEMENTS: Consider rezoning of property from R-1 Residential to B-1, B-2, or B-3 Business. The Plan Commission may also consider rezoning from B-2 to B-1 or B-3 Business the adjacent parcel at 312 N Park St; Parcel 276-0838-00000.

General Findings

SURROUNDING LAND USES:

- North – Single-family residential
- West – Single-family residential
- South – City Park
- East – Single-family residential

ZONING:

- North – R-1
- West – R-1
- South – G
- East – R-1

TOPOGRAPHY: Flat slopes

STREET R.O.W./TRAFFIC/ACCESS: 3rd Street; 66' ROW

ENVIRONMENTAL HAZARDS/CONDITIONS: None known

COMPREHENSIVE PLAN DESIGNATION: Low density residential

COMMENTS

POLICE:

FIRE:

PUBLIC WORKS:

UTILITIES:

AMBULANCE:

ADMINISTRATOR:

SCHOOL:

Staff Comments

The owner of Grasse funeral home (previously Hoof) has an opportunity to buy the adjacent property. His plan would then be to raze the house and add a new parking lot. Therefore he needs to rezone that property to Business.

As we recently had with First Presbyterian, the past practice has been to rezone this area's lots to B-3, although those were currently used as residential. However that would make the funeral business a conditional use. Rezoning to B-1 would have less stringent zoning standards than B-2 and is located near the downtown, but this would require rezoning of the current funeral lot as well.

Exhibit List

- A. City of Reedsburg Comprehensive Plan
- B. Zoning Ordinance, City of Reedsburg, Wisconsin
- C. Tuesday, May 9, 2023, Plan Commission Agenda
- D. Land Use Change Application
- E. Staff Report
- F. Notice of Public Meeting



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.

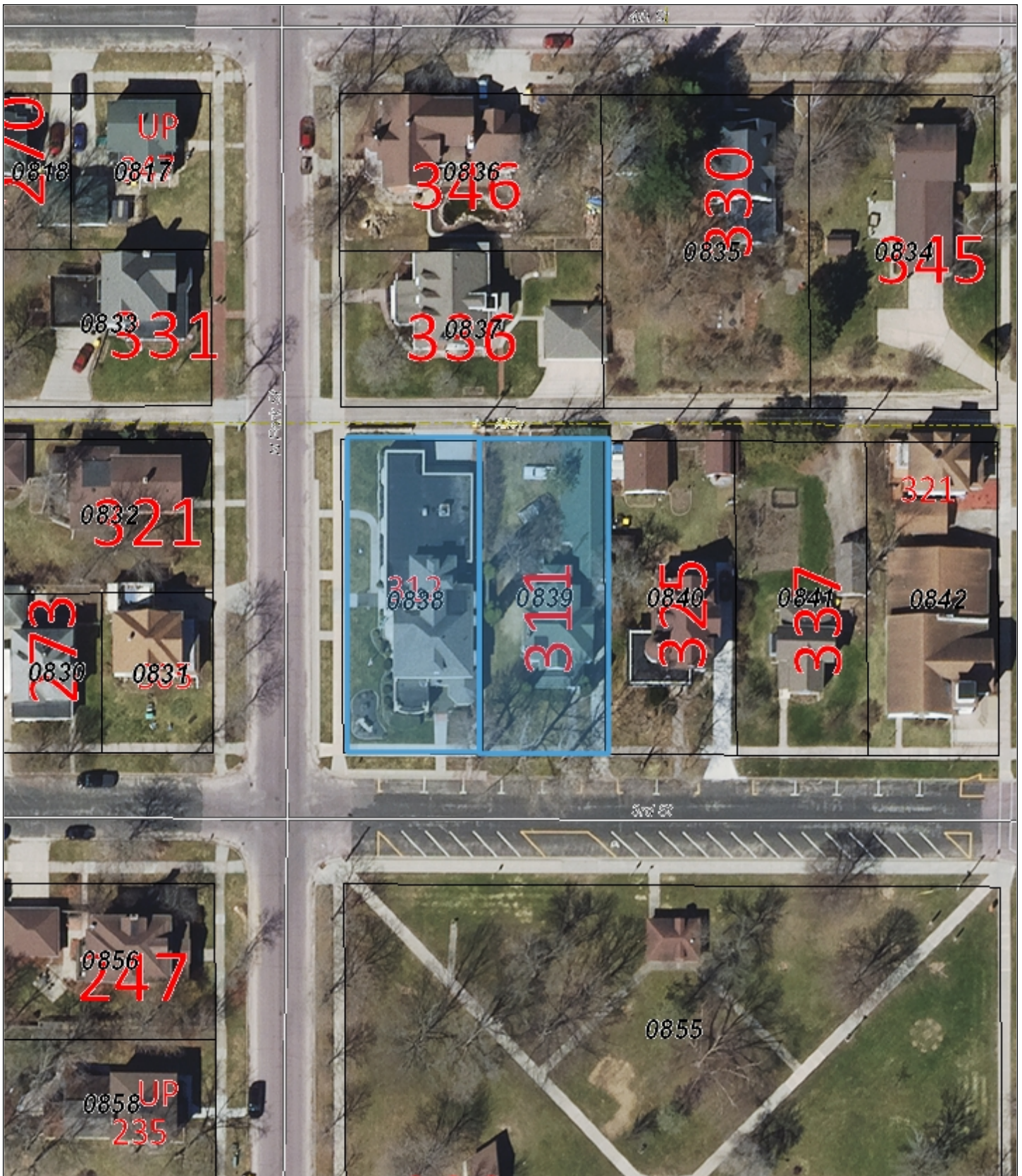


SCALE: 1" = 69'

CITY OF REEDSBURG

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

Print Date: 4/25/2023



City of Reedsburg GIS

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SCALE: 1" = 69'

CITY OF REEDSBURG

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

Print Date: 4/25/2023

RESOLUTION
(CSM – E7239A Junction Road; Parcel 030-0532-00000)

File No. 4511-23

Resolved, that this Certified Survey Map located in the Town 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 22nd day of May, 2023, and that said resolution has not been repealed or amended, and is now in full force and effect.

Dated this 22nd day of May, 2023.

Jacob Crosetto
City Clerk

Staff Report

DATE: 4/25/2023

APPLICANT: Phoenix Construction Service LLC

LOCATION: E7239A Junction Rd; Parcel # 030-0532-00000

ZONING: Agricultural

DESCRIPTION OF REQUEST: Consider recommending Certified Survey Map to divide existing tax parcel into three parcels.

General Findings

SURROUNDING LAND USES:

- North – Agricultural, Residential
- West – Agricultural, Residential
- South – Agricultural
- East – Vacant

ZONING:

- North – Ag
- West – Ag
- South – Ag
- East – RC-5

TOPOGRAPHY: Slopes down to south

STREET R.O.W./TRAFFIC/ACCESS: Junction Rd; 66' ROW

ENVIRONMENTAL HAZARDS/CONDITIONS: None known

COMPREHENSIVE PLAN DESIGNATION: Low-density residential; Industrial

COMMENTS

POLICE:

FIRE:

PUBLIC WORKS:

UTILITIES:

AMBULANCE:

ADMINISTRATOR:

SCHOOL:

Exhibit List

- A. City of Reedsburg Comprehensive Plan
- B. Zoning Ordinance, City of Reedsburg, Wisconsin
- C. Tuesday, April 25, 2023, RADC Agenda
- D. Land Use Change 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: PHOENIX CONSTRUCTION SERVICES LLC
ADDRESS: PO Box 551 **CITY:** SAUK CITY **STATE:** WI
ZIP: 53583 **PHONE:** 608-370-3233 **PARCEL #:** 030-0532-00000
E-MAIL: TODD@PHOENIXCONSTRUCTIONWI.COM
PROPERTY OWNER: (if different from Applicant) _____

LOCATION: (if different from address above) E 7239 A JUNCTION RD., REEDSBURG

LAND USE REQUEST

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

- ☒ **Certified Survey Map (CSM):** _____
- ☐ **Conditional Use Permit:** _____
For *CONDITIONAL USE PERMIT* requests, also answer "A, B & C" on back page.
- ☐ **Preliminary Plat:** _____ **Final Plat:** _____ **Name of Plat:** _____
- ☐ **Rezoning - From:** _____ **To:** _____ **TID #** _____
- ☐ **Site Plan Review:** (See "B & C" on back page) _____
- ☐ **Zoning Appeal / Interpretation:** _____
- ☐ **Zoning Variance:** _____
For *VARIANCE* requests, also answer "D" 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.

Todd B MEMBER 3/31/23
Applicant Signature / Date

Todd B MEMBER 3/31/23
Owner Signature / Date

Account #10-461500-00

**The applicant or representative
MUST ATTEND the meeting(s).**

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

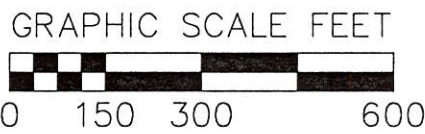
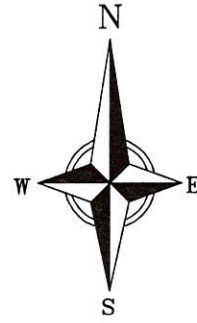
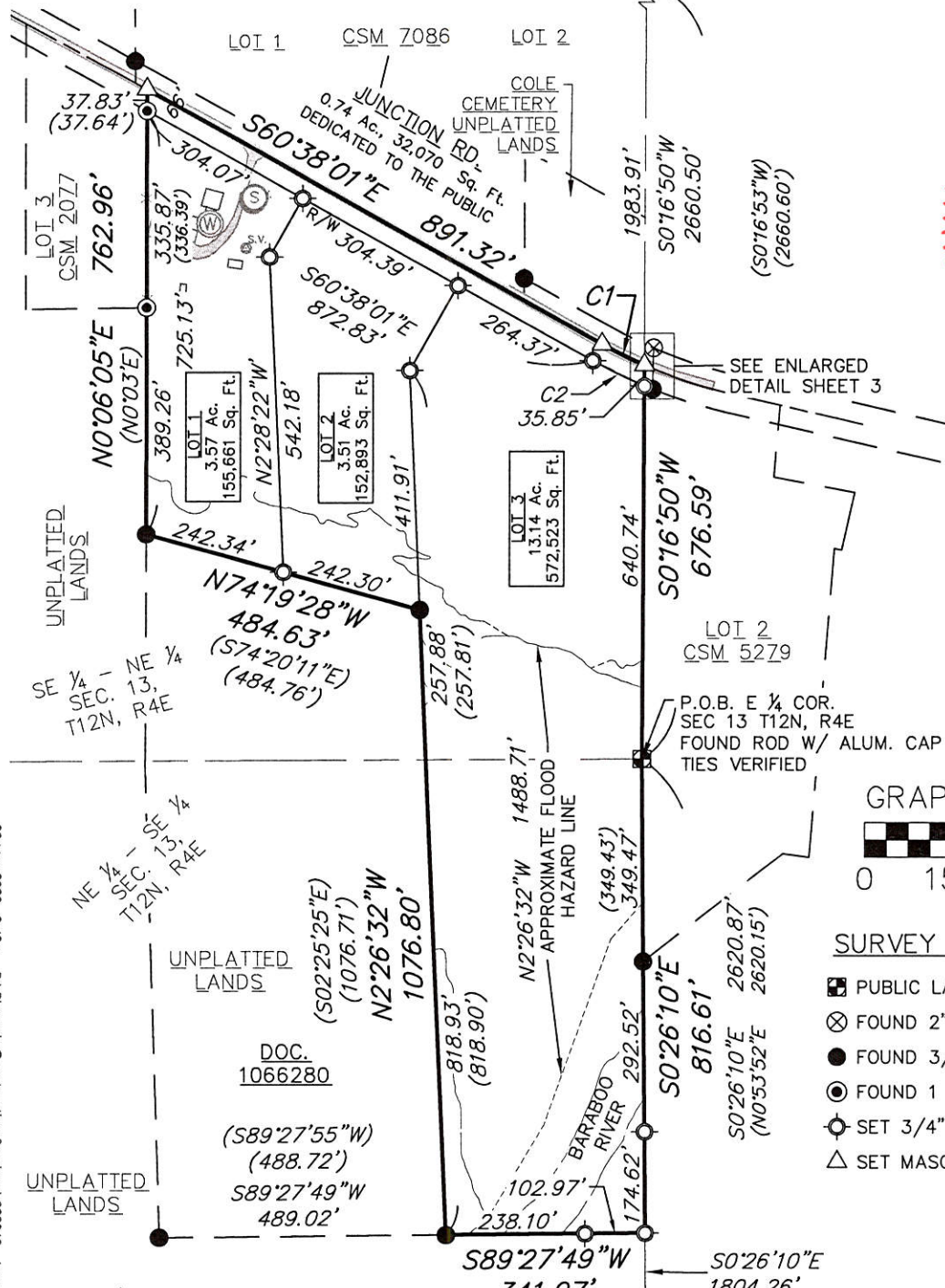
Cond Use Permit	\$200	_____
Cond Use-Agriculture	\$400	_____
Variance	\$125	_____
Rezoning	\$200	_____
C.S.M.	\$175	_____
Subdivision Plat	\$610	_____
- w/ Stormwater Plan	\$100	_____
Site Plan Review	\$175	<u>X</u>
Annexation	\$200	_____
Plan Amend	\$200	_____
Date Paid	<u>3-31-23</u>	
Receipt #	<u>11043563</u>	

SAUK COUNTY CERTIFIED SURVEY MAP NO. _____

PART OF LANDS DESCRIBED IN SAUK COUNTY REGISTER OF DEEDS DOCUMENT NO. 1244624, LOCATED IN PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, T12N, R4E, TOWN OF REEDSBURG, SAUK COUNTY, WISCONSIN

SURVEYED FOR:
Phoenix Construction Services, LLC
813 John Adams St.
PO Box 551
Sauk City, Wisconsin 53583

NE COR.
SEC 13, T12N, R4E
FOUND MASONRY NAIL
TIES VERIFIED



- SURVEY LEGEND**
- PUBLIC LAND CORNER AS NOTED
 - ⊗ FOUND 2" Ø IRON PIPE
 - FOUND 3/4" Ø IRON ROD
 - ⦿ FOUND 1 1/4" Ø IRON ROD
 - ⦿ SET 3/4" Ø x 18" IRON ROD, 1.50 Lb./Ft.
 - △ SET MASONRY NAIL

TOTAL AREA	
GROSS:	20.96 Ac.
	913,152 Sq. Ft.
NET:	20.22 Ac.
	881,075 Sq. Ft.

SURVEYOR'S NOTES

- Bearings are referenced to the Wisconsin Coordinate Reference System, Sauk County, (WisCRS NAD 83/2011 Sauk). The east line of the Southeast Quarter of Section 13, T12N, R4E bears S00°26'10"E.
- Field work was completed on 1/03/2023 and 1/14/2023.
- See sheets 2 of 4 for lot measurement detail, line and curve tables.
- See sheet 3 of 4 for enlarged detail and Surveyor's Certificate and sheet 4 of 4 for approval certificates.
- Through Wis. Stat. § 823.08, the Wisconsin Legislature has adopted a right to farm law. This statute limits the remedies of owners of later established residential property to seek changes to nearby pre-existing agricultural practices. Active agricultural operations are now taking place and are planned to continue on lands in the vicinity of this CSM. These active agricultural operations may produce noises, odors, dust, machinery traffic or other conditions during daytime and evening hours.
- Lots 2 and 3 of this Certified Survey Map are considered un-buildable until a "Soils and Site Evaluation Report, form SBD-8330" as required by the Wisconsin Department of Safety and Professional Services is filed with the Sauk County Land Resources and Environment Department. Lots 1, 2 and 3 are also subject to a Natural Gas Pipeline Easement, Document No. 338571 which is blanket in nature, therefore the exact location of the existing pipeline must be located by Digger Hotline or a private underground utility location service prior to any construction taking place.
- There appears to be a gap between the east line of the SE 1/4 - NE 1/4 of Section 13, T12N, R4E and the west line of Lot 2 of CSM 5279.
- Ordinary High Water Mark for the Baraboo River is approximated, for reference only. Any land below the ordinary high water mark of a lake or navigable stream is subject to the public trust in navigable waters that is established under article IX, section 1 of the state constitution.
- Lots 1, 2 & 3 are subject to a Natural Gas Easement described in Sauk County Register of Deeds Document No. 338571 and recorded in Volume 312, Page 362. The description is blanket in nature and covers Lots 1, 2 and 3 in their entirety.

SE COR. SEC 13
T12N, R4E
FOUND HARRISON STD.
TIES VERIFIED

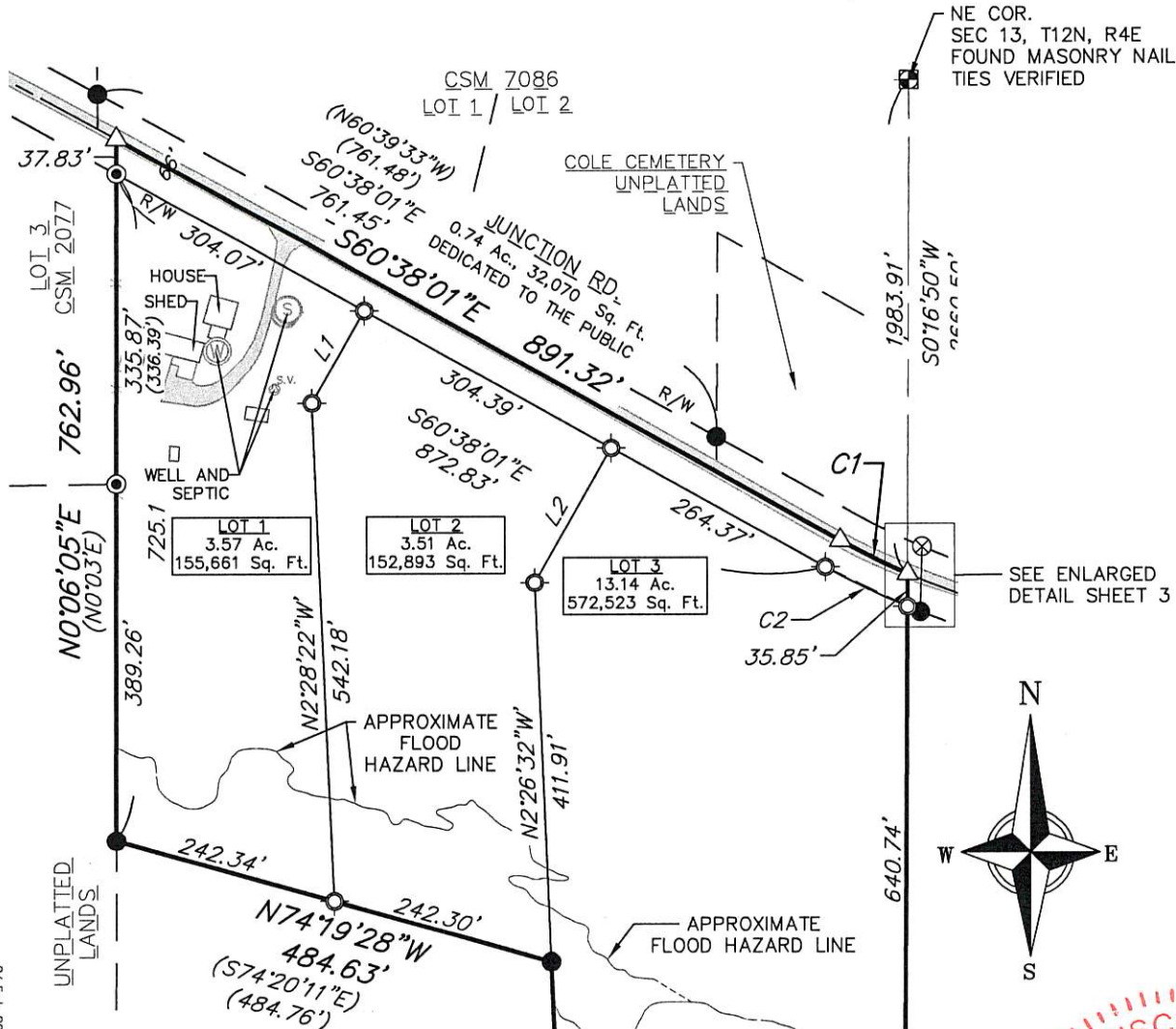
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planners | engineers | advisors



REVISIONS		SCALE	1" = 300'	SHEET 1 OF 4
		CHECKED	sdis	
		DRAFTER	mton	
		FILE	220360 - CSM	
		DATE	2/27/2023	
JOB NO. 220360				

SAUK COUNTY CERTIFIED SURVEY MAP NO.

PART OF LANDS DESCRIBED IN SAUK COUNTY REGISTER OF DEEDS DOCUMENT NO. 1244624, LOCATED IN PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, T12N, R4E, TOWN OF REEDSBURG, SAUK COUNTY, WISCONSIN



SURVEY LEGEND

- PUBLIC LAND CORNER AS NOTED
- FOUND 2" ϕ IRON PIPE
- FOUND MASONRY NAIL
- FOUND 3/4" ϕ IRON ROD
- FOUND 1 1/4" ϕ IRON ROD
- SET 3/4" ϕ x 18" IRON ROD, 1.50 Lb./Ft.
- SET MASONRY NAIL

LOT DIMENSION DETAILS

1" = 200'

GRAPHIC SCALE FEET



Curve Table							
Curve #	Arc Len.	Radius	Delta	Ch. Len.	Ch. Dir.	Tangent In	Tangent Out
C1	81.10'	831.20'	5°35'25"	81.07'	S63°25'44"E	S60°38'01"E	S66°13'26"E
C2	98.61'	864.20'	6°32'16"	98.56'	S63°54'10"E	S60°38'01"E	S67°10'18"E
C3	14.96'	864.20'	0°59'31"	14.96'	S67°40'04"E	S67°10'18"E	S68°09'49"E
C4	16.85'	798.20'	1°12'35"	16.85'	S65°47'41"E	S65°11'24"E	S66°23'59"E

Secondary Line Table		
Line #	Length	Direction
L1	114.63	N29°26'44"E
L2	167.83	N29°26'44"E

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REVISIONS

JOB NO. 220360

SCALE 1" = 200'

CHECKED sdis
DRAFTER mlon
FILE 220360 - CSM
DATE 2/6/2023

SHEET

2 OF 4

SAUK COUNTY CERTIFIED SURVEY MAP NO.

PART OF LANDS DESCRIBED IN SAUK COUNTY REGISTER OF DEEDS DOCUMENT NO. 1244624, LOCATED IN PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, T12N, R4E, TOWN 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, the subdivision regulations of the Town of Reedsburg and the extraterritorial zoning ordinance of the City of Reedsburg, and under the direction of Todd Berner, Phoenix Construction Services, I have surveyed, divided, mapped and dedicated this Certified Survey; that such Certified Survey Map correctly represents all exterior boundaries and the subdivision of the land surveyed; and that this land is located in the Southeast Quarter of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 13, T12N, R4E, Town of Reedsburg, Sauk County, Wisconsin, containing 20.96 acres of land and is bounded by a line described as follows:

Legal Description

Part of lands described in Sauk County Register of Deeds Document No. 1244624, located in part of the Southeast Quarter of the Northeast Quarter and part of the Northeast Quarter of the Southeast Quarter of Section 13, T12N, R4E, Town of Reedsburg, Sauk County, Wisconsin bounded by a line described as follows:

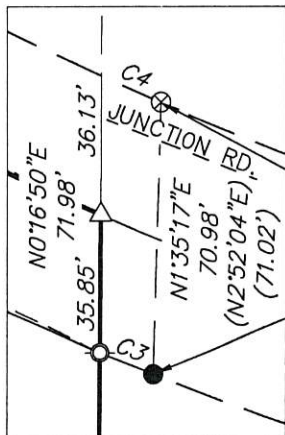
Beginning at a found Iron Rod with an Aluminum Cap at the East Quarter corner of said Section 13, T12N, R4E; Thence, S00°26'10"E, along the east line of the said Northeast Quarter of the Southeast Quarter of Section 13, 816.61 feet to a set 3/4" diameter iron rod at its intersection with the easterly extension of the south line of lands described in Sauk County Register of Deeds Document No. 1066280; Thence, S89°27'49"W, along the said easterly extension of the south line of lands described in Sauk County Register of Deeds Document No. 1066280, 341.07 feet, to a found 3/4" diameter iron rod at the southeast corner thereof; Thence, N02°26'32"W, along the east line of said lands described in Sauk County Register of Deeds Document No. 1066280, 1076.80 feet, to a found 3/4" diameter iron rod at the northeast corner thereof; Thence, N74°19'28"W, along the north line of said lands described in Sauk County Register of Deeds Document No. 1066280, 484.63 feet, to a found 3/4" diameter iron rod at the northwest corner thereof; Thence, N00°06'05"E, along the southerly extension and the east line of Lot 3 of Sauk County Certified Survey Map No. 2077, 762.96 feet, to a set masonry nail at the centerline of Junction Road; Thence, S60°38'01"E, along the centerline of Junction Road, 891.32 feet, to a set masonry nail at the beginning of a curve to the left; Thence, 80.98 feet, continuing along the centerline of Junction Road being a curve to the left having a radius of 831.20 feet, an included angle of 05°34'56", (a chord of 80.95 feet which bears S63°25'30"E)(C1), to a set masonry nail at the east line of the Southeast Quarter of the Northeast Quarter of said Section 13; Thence, S00°16'50"W, along the east line of the Southeast Quarter of the Northeast Quarter of said Section 13, 676.64 feet, returning to the point of beginning.

Parcel contains 20.96 Acres, 913,147 Sq. Ft., (20.22 Ac., 881,077 Sq. Ft.) and is subject to all easements and rights-of-way of record.

Marc A. Londo, WI PLS #2696
Vierbicher Associates, Inc.

2/6/2023

Date

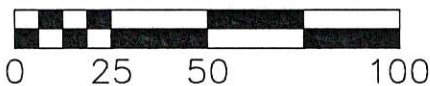


2" IRON PIPE AT SW CORNER OF BURNAMWOOD ESTATES AND 3/4" IRON ROD AT NW CORNER OF LOT 2 (R/W), CSM 5279 FALL EAST OF THE EAST LINE OF SE 1/4 - NE 1/4 OF SECTION 13

ENLARGED DETAIL

1" = 50'

GRAPHIC SCALE FEET



SURVEY LEGEND

- ⊗ FOUND 2" Ø IRON PIPE
- FOUND 3/4" Ø IRON ROD
- ⊙ SET 3/4" Ø x 18" IRON ROD, 1.50 Lb./Ft.
- △ SET MASONRY NAIL

vierbicher
planners | engineers | advisors



REVISIONS

JOB NO. 220360

SCALE

na
CHECKED sdis
DRAFTER mlon
FILE 220360 - CSM
DATE 2/6/2023

SHEET

3 OF 4

SAUK COUNTY CERTIFIED SURVEY MAP NO. _____

PART OF LANDS DESCRIBED IN SAUK COUNTY REGISTER OF DEEDS DOCUMENT NO. 1244624, LOCATED IN PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, T12N, R4E, TOWN OF REEDSBURG, SAUK COUNTY, WISCONSIN

OWNER'S CERTIFICATE OF DEDICATION

As owner, I, Todd Berner, Phoenix Construction Services, hereby certify that I caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on this Certified Survey Map. I also certify that this Certified Survey Map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

Sauk County Department of Land Resources and Environment
The Town of Reedsburg
The City of Reedsburg

WITNESS the hand and seal of said owner this _____ day of _____, 2023.
In presence of:

Phoenix Construction Services _____ Date

STATE OF WISCONSIN)
COUNTY) SS

Personally came before me this _____ day of _____, 2023, the above named Todd Berner of Phoenix Construction Services to me known to be the same person who executed the foregoing instrument and acknowledged the same.

Notary Public, _____
Wisconsin
My commission expires _____

TOWN OF REEDSBURG APPROVAL CERTIFICATE

Resolved, that this Certified Survey Map in the Town of Reedsburg, Phoenix Construction Services, owner, is hereby approved by the Reedsburg Town Board.

Chad Allen, Board Chair _____ Date

I hereby certify that the foregoing is a copy of a resolution adopted by the Town Board of the Town of Reedsburg.

Rebecca Meyer, Clerk _____ Date

CITY OF REEDSBURG EXTRATERRITORIAL ZONING APPROVAL CERTIFICATE

Resolved, that this Certified Survey Map in the Town of Reedsburg, Phoenix Construction Services, owner, is hereby approved by the City of Reedsburg.

Jacob Crosetto, Mayor _____ Date

I hereby certify that the foregoing is a copy of a resolution adopted by the Town Board of the Town of Reedsburg.

City Clerk _____ Date

SAUK COUNTY LAND RESOURCES AND ENVIRONMENT APPROVAL CERTIFICATE

Resolved, that this certified survey map in the Town of Reedsburg, Phoenix Construction Services, owner, is hereby approved by the Sauk County Department of Land Resources and Environment.

Planning Agent _____ Date



06 Feb 2023 - 7:57a R:\Phoenix Construction Services\220360 - Junction Road CSM\CADD\220360 - 3 Lot CSM.dwg by: mlon



REVISIONS	SCALE	SHEET
	na	4 OF 4
	CHECKED sdis	
	DRAFTER mlon	
	FILE 220360 - CSM	
JOB NO. 220360	DATE 2/6/2023	

CITY OF REEDSBURG – BUDGET PREPARATION CALENDAR

2024 - Budget Development

RESPONSIBLE DEPARTMENT / STAFF	ACTION / ACTIVITY	DATE
Administrator Budget Calendar and Municipal Code Chapter 72 Email	Initial email to Department Heads, Manager and Supervisors. Departments begin seeking information from Commissions, Boards and Committees for new 2024 Budget Year. Departments begin reviewing the current FY 2024 Begin preparing for new Budget FY 2024 Assumptions and Requests.	July 5, 2023 Email July 2023
Common Council Administrator	FY 2023 Six Month Budget Review General direction of Common Council for FY2024.	July 10, 2023
All Departments	BUDGET MEETINGS WITH CITY ADMIN. Meeting between with City Administrator and Department Heads on current city financials and budget requests, changes. (New request forms must be in place, Save to “G” Drive – Budget 2024 Folder) Review annual Program: 1. -- Labor or Reorganization Requests 2. -- Capital Equipment (CEP) Programs 3. -- Capital Improvement (CIP) Programs Justifications and assumptions help answer questions for new Labor, Capital Equipment and Capital Improvement Programs. Submit program upgrade/changes; new program requests; revenue projections to Commissions, Boards and Committees.	Months of July and August City Administrator will establish appointments.
All Departments	Operating Budget Justifications requests over and above the current 2023 budget numbers should be prepared on Budget Worksheets (Maintain a copy for your files). Additional summaries or listings of memberships/dues, publications, travel & training, annual agreements & contracts reviewed <u>Submittals Due to City Administrator by August 15, 2023</u> <u>(Chapter 72-3 Municipal Code)</u>	August 12, 2023
All Departments with Capital Equipment, Capital Improvement	STAFF REVIEW	

CITY OF REEDSBURG – BUDGET PREPARATION CALENDAR 2024 - Budget Development

Requests		August 23, 2023
Common Council	Focus: Capital Equipment and Capital Improvements Review Proposed FY 2024 Capital Equipment and Capital Improvements. City Administrator and Departments to present "DRAFT" CEP and CIP to City Council.	
All Departments with new labor or Reorganizations,	Request APPROVAL OF FY 2024 Capital Equipment and Capital Improvements BUDGETS from Common Council. Focus: Labor and Operating Costs Operating Budget will be prepared to present to Finance Committee: Justifications and or answer questions related to Personal, Labor, Operating and Budgets. Results of meetings in August and September will be changes or adjustments in preparation of the "Proposed 2024 Budget".	September 12, 2023
		October 2023
	CITY COUNCIL MEETINGS	
City Council	<i>Budget must be published 15 days prior to public hearing. Public Budget Publish Date no later than Oct. 19, 2023.</i> City Council set FY 2024 Budget Study Session(s) and Set Public Hearing dates. Proposed FY 2024 Budget released by City Council, public hearing set for November 13, 2023	October 23, 2023 <i>City Council to set public hearing and possible approval November 13, 2023</i>
	CITY COUNCIL PUBLIC MEETINGS	
City Council Action All Departments	City Council has Public Hearing on proposed FY2024 Budget.	November 13, 2023
City Council Action	Adoption of Final 2024 Annual Budget by City Resolution. Direct Budget to be Published.	November 13, 2023
City Council (If Needed)	<i>If Needed: Adoption of Final 2024 Annual Budget by City Resolution. Direct Budget to be Published.</i>	November 27, 2023