



CITY OF REEDSBURG
134 South Locust Street, PO Box 490
Reedsburg, WI 53959
PH. 608-524-6404 FAX. 608-524-8458
www.reedsburgwi.gov

COMMON COUNCIL AGENDA
March 25, 2024
REEDSBURG CITY HALL COUNCIL CHAMBERS
5:30 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 March 11, 2024
2. Approve/Deny: Application for Temporary Class B/Class B Retailer's License for Sacred Heart Athletic Brat Feed on April 27, 2024, at 545 N. Oak Street.

II. GENERAL BUSINESS:

1. Approve/Deny: Memorandum of Understanding between KMD Development, LLC and the City of Reedsburg for construction of an 11,700 square foot multi-tenant commercial building on parcels 276-2725-00000 & 276-2726-00000, generally located on N. Viking Drive between 20th Street and Cottontail Lane.
2. Approve/Deny: Second Reading and Public Hearing on Ordinance 1969-24 Amending Chapter 434 Public Peace, Good Order and Other Public Interest, specifically creating 434-3(B) Unlawful Use of 911 Emergency Number/System.
3. Approve/Deny: Public Hearing on Final Resolution 4538-24 to Vacate and Discontinue a Portion of South Avenue abutting Railroad Right of Way.
4. Approve/Deny: Resolution 4539-24 Participating in the Wisconsin Length of Service Award Program for Fire Department members.

III. RECOMMENDATIONS FROM BOARDS, COMMITTEES AND COMMISSIONS:

1. Plan Commission: Approve/Deny: Final Subdivision plat for My Home Estates - Phase 2, 1351 Eighth Street - Armida Court.
2. Public Works: Approve/Deny: Awarding 2024 Curb, Gutter and Sidewalk bid to Rennhack Construction (low bid).



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.

3. Public Works: Approve/Deny: Awarding 2024 Asphalt Pavement bid to D.L. Gasser (low bid).
4. Public Works: Approve/Deny: Awarding 2024 Crushed Aggregate bid to Bindl Bauer Lime & Stone (low bid).
5. Public Works: Approve/Deny: Awarding 2024 Heavy Equipment Rental bid to Ray Zobel & Sons (lone bid).
6. Public Works: Approve/Deny: Resolution 4540-24 Ordering the Repair and Installation of Sidewalks on Various Streets in "Area F", defined as, "An area bounded by West Main Street to the north, S. Albert Ave to the east, City Limits to the south and City Limits to the west."

IV. COMMISSION, COMMITTEE, BOARD AND STAFF REPORTS:

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

V. OFFICE OF THE MAYOR:

1. Reminder: Reorganization Meeting, April 16, 2024, at 5:00pm.

VI. ADJOURN:



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City of Reedsburg Meeting of the Common Council
March 11, 2024

Present: Mayor Dave Estes, Alderpersons David Moon, Sonny Hyde, Jason Schulte, Mike Gargano (via Zoom), Missy Frenz, Phil Peterson, Dave Knudsen, Tom Seamonson and Adam Kaney.
Absent: None
Others Present: City Administrator Tim Becker, Finance Director/City Clerk-Treasurer Jacob Crosetto, City Attorney Max Buckner, Police Chief Pat Cummings, Ambulance Director Josh Kowalke, 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 5:30 p.m. in the Common Council Chambers.

Approve Consent Agenda: consisting of the minutes from the Common Council meeting held on February 26, 2024; Financial Report for February 2024; Monthly Building Permit Report for February 2024; and the Ambulance Report for February 2024.

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

GENERAL BUSINESS:

- A. Approve/Deny: First Reading and set a Public Hearing for April 8, 2024, for Ordinance 1968-24 - Rezoning 148 & 156 Vine Street from B-1 Business to B-3 Business. Parcels: 276-1005-00000 & 276-1005-10000. Applicant: Christine Sloat.
 - a. **Motion: Kaney, Second: Schulte to approve setting the Public Hearing on Ordinance 1968-24 as presented. Motion carried 9-0.**

RECOMMENDATIONS FROM BOARDS, COMMITTEES AND COMMISSIONS:

- A. Plan Commission: Approve/Deny: Second Reading and Public Hearing on Ordinance 1966-24 Rezoning parcel 030-0505-00000 in the extraterritorial zone, Town of Reedsburg, Eagle Ridge Court, from Agricultural to R-2 Residential. Applicant: Shea Geffert.
 - a. **Motion: Knudsen, Second: Seamonson to approve Ordinance 1966-24 as presented. Motion carried 9-0.**
- B. Plan Commission: Approve/Deny: Second Reading and Public Hearing for Ordinance 1967-24 rezoning 338 & 340 E. Main Street from B-1 Business to B-3 Business, parcels: 276-0957-00000 & 276-0958-00000. Applicant: Ramon Vallejo.
 - a. **Motion: Hyde, Second: Schulte to approve Ordinance 1967-24 as presented. Motion carried 9-0.**

Motion: Frenz, Second: Seamonson to enter Closed Session per section 19.85(1)(c) of the Wisconsin statutes for the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, specifically relating to a general employee and/or a contractor.

Motion carried 9-0. Time: 5:39 p.m.

Motion: Frenz, Second: Kaney to exit Closed Session.
Motion carried 9-0. Time: 6:38 p.m.

Motion: Frenz, Second: Kaney to adjourn.
Motion carried 9-0. Meeting adjourned at 6:38 p.m.

Respectfully submitted,

Finance Director/City Clerk-Treasurer
Jacob Crosetto

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: 3/21/24

☐ 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 _____ and ending _____ 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 Scott Meister - E 7473 County Rd H, Lyndon Station, WI 53944

(b) Address 545 N. Oak St.
(Street)

☐ Town ☐ Village ☐ City

(c) Date organized 4/27/24

(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 Pat Andera

Vice President Aaron Powell

Secretary Scott Meister

Treasurer Darin Weitzel

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

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 N. Oak St.

(b) Lot _____ Block _____

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

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

3. Name of Event

(a) List name of the event Sacred Heart Athletic Brat Feed

(b) Dates of event 4/27/24

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

Scott Meister
(Signature / Date)

Sacred Heart School
(Name of Organization)

Date Filed with Clerk

3/21/24

Date Reported to Council or Board _____

Date Granted by Council _____

License No. 2247

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 multi-tenant commercial building on Viking Drive in the City of Reedsburg. 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 commercial development in the City; and

Whereas, the Developer is proposing to purchase parcels 276-2725-00000 and 276-2726-00000 from the City to develop a new multi-tenant commercial building; and,

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

Whereas, the City created Tax Increment District No. 11 (TID No. 11) to promote Mixed-Use development; and

Whereas, the City recognizes having new commercial development 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. 11 funds to promote commercial development in the City.

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 276-2725-00000 and 276-2726-00000 from the City for One Dollar and 00/100 Dollars (\$1.00).
- B. Construct an 11,700 square foot commercial including site grading, access drives, parking, commercial building with three tenant spaces, landscaping and on-site storm water management facilities as illustrated on Exhibit A.
- C. The Developer agrees to enhance the appearance of the development site and building to create an attractive development at the north gateway into the City. Building enhancements include architecture materials and features on the street facades of the building facing the public streets acceptable to the City Plan Commission. Landscaping shall include green space, trees and shrubs around the perimeter of the building.
- D. The Developer's timetable to complete the construction of the building is as follows:
 - 1. Start construction by August 15, 2024

2. Complete construction by June 30, 2025.
- E. The Developer shall increase the property tax assessment of real estate on the parcel by Three Million Two Hundred Thousand and 00/100 Dollars (\$3,200,000.00) on or before December 31, 2025, generating a minimum annual tax increment payment of Seventy Thousand and 00/100 Dollars (\$70,000.00) beginning with the first full tax increment payments due in 2027.
- F. In the event the Developer does not start construction of the commercial building by October 31, 2024, the City shall have the right to purchase the vacant lot and sell it to other developers. The City shall pay Developer One and 00/100 Dollars (\$1.00) to repurchase the lot.
- G. Submit a site plan, landscaping plan and building plan to the City for review and approval.
- H. 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.
- E. The Developer will not be allowed to sell the development 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.
- F. Any costs expended by the Developer will be exclusive to the Developer and will not be a cost to the City.

II. City of Reedsburg agreement

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

- A. Sell parcels 276-2725-00000 and 276-2726-00000 to the Developer for One Dollar and 00/100 Dollar (\$1.00). The City shall provide Title Insurance and pay for closing costs.
- B. Prior to transferring the parcels to the Developer, the City shall provide site improvements including stripping and removing surplus topsoil, stockpiling topsoil for reuse on-site, and furnishing and installing compacted fill to the rough grades provided by the Developer. The Developer shall be responsible for final grading, construction of the on-site storm water basins, spreading topsoil and landscaping.
- C. Using TID No. 11 funds, the City shall provide TIF funding to the Developer in the form of "PayGo" payments. The TIF incentive payment shall be equal to Three Hundred Thousand and 00/100 Dollars (\$300,000.00). Said incentive payment shall be made in annual installment payments of Thirty Thousand and 00/100 Dollars (\$30,000.00) over a ten year period starting in 2027. The first payment will be made on July 31, 2027 and the last payment on July 31, 2036.
- D. The "PayGo" payments shall be made by the City provided the Developer is in compliance with the terms of the Development Agreement. Payments are also subject to the Guaranteed Tax Increment Revenue provisions included in Article III, Section C of this MOU. If the actual TIF revenue is less than the Guaranteed Tax Increment Revenue, the annual "PayGo" payment shall be decreased by the amount of the shortfall. For example, if the actual annual tax increment revenue is Five Thousand Dollars (\$5,000) less than the Guaranteed Annual Tax Increment Revenue amount, the annual "PayGo" payment to the Developer will be reduced by Five Thousand Dollars (\$5,000). In the event the annual "PayGo" payments are decreased, the amount of the annual reduction will also be reduced from the aggregate amounts of TIF assistance provided for in Article II, Section C above.

- F. The terms of the TIF payments shall be incorporated into a Promissory Note issued by the City.
- G. The terms of the TIF payments will be a special limited revenue obligation, not a general obligation of the City, and payable only from TID No. 9 tax increment revenue.
- H. 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.
- I. 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.** 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 commercial building. 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 Twenty Thousand and 00/100 Dollars (\$420,000.00), 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 and funds are disbursed by the lender. Upon completion of the construction, the real estate mortgage shall be terminated.
- B. **Insurance.** The Developer shall maintain insurance on the Parcel, in an amount not less than the full insurable value of the improvements, for fire, casualty, and external damage coverage and shall name the City as an additional insured, for the term of the Development Agreement. The City shall be in a subordinate position to any bank and/or other lender (collectively, the "Lender") providing construction or long-term financing for the Facility or to the Developer. A copy of an insurance binder or certificate of insurance demonstrating compliance with this Section shall be submitted to the City within thirty (30) days after commencement of construction at the Facility. Thereafter, the Developer shall provide the City with written evidence of compliance with this Section on an annual basis. In the event the improvements on the Parcel are damaged or destroyed before the City has totally recovered its expenditures for this project, the proceeds from the insurance shall be payable to the Developer, and subject to the Lender's requirements, shall be applied toward (a) the reconstruction of the improvements so destroyed or damaged, or (b) the then outstanding amount of upfront Development Costs that have not been recouped by the annual tax increment revenue generated by the project. The parties agree that solely for purposes of this Agreement, the amount of the City's Net Upfront Development Cost is Four Hundred Twenty Thousand and 00/100's Dollars (\$420,000.00).
- C. **Guaranteed Annual Tax Increment Revenue.** During the term of the Development Agreement, the Developer shall generate at least the annual amount of tax increment revenue as stipulated in Article I, Section E above. In the event the actual tax increment revenue payment is less than the Guaranteed Annual Tax Increment Revenue, the City shall reduce the annual "PayGo" payment to the Developer, as provided for in Article II, Section D of this MOU. The amount of the reduction to the annual "PayGo" payment shall be equal to the difference between the actual annual tax increment revenue and the Guaranteed Annual Tax Increment Revenue. In the event the reduction to the annual "PayGo" payment is not sufficient to make up the shortfall of the Guaranteed Tax Increment Revenue, Developer shall pay to City annually a sum equal to the difference between the Guaranteed Tax Increment Revenue and the deficit left after the reduction in the annual "PayGo" is applied. So long as there is a deficit left after the reduction in the annual "PayGo"

payment is applied, the payments shall be made by the Developer to the City and shall continue annually until the expiration date of the Development Agreement. 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. 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 July 31, 2044, which is the final year to collect revenue for TID No. 9.

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 April 30, 2024, 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:

_____, 2024.

For the City of Reedsburg

David G. Estes, Mayor

Jacob Crosetto, City Clerk

Date

Date

KMD Development, LLC

Max Dvorak, Member

Witness

Date

Date

payment is applied, the payments shall be made by the Developer to the City and shall continue annually until the expiration date of the Development Agreement. 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 assessed 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.

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_____, 2024.

For the City of Reedsburg

David G. Estes, Mayor

Jacob Crosello, City Clerk

Date

Date

KMD Development, LLC

Max Dvorak, Member

Witness

3-12-24

3-12-24

Date

Date

ORDINANCE NO. 1969-24
(Chapter 434 Public Peace, Good Order and Other Public Interest-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 Public Peace, Good Order and Other Public Interest, specifically creating 434-3(B) Unlawful Use of 911 Emergency Number/System.

SECTION II: PROVISION AMENDED

City of Reedsburg Code Chapter 434 is amended by this ordinance.

SECTION III: PROVISION AS AMENDED

434-3(B) is created as follows:

§ 434-3(B) Unlawful Use of 911 Emergency Number/System

- (1) No person shall utilize the enhanced 911 emergency number/system, or any other number associated with emergency response, for any purpose other than to report an emergency. No person shall report an alleged emergency knowing that the fact situation which he reports does not exist.
- (2) An "emergency" under this section exists when an immediate response by public safety personnel is essential and there is a potential situation or existing situation consisting of:
 - (a) Bodily harm or life-threatening illness or condition;
 - (b) Property damage or loss; or
 - (c) Any other situation which mandates the immediate attention of public safety personnel.
- (3) Any person violating this section shall be subject to a penalty of not less than \$500.00, nor more than \$5,000.00.

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 434.
Dated this 25th day of March 2024.

David G. Estes, Mayor

Jacob Crosetto, Clerk/Treasurer

1st Reading at Council:

February 26, 2024

Public Hearing Noticed:

March 7 & 14, 2024

2nd Reading at Council/Public Hearing:

March 25, 2024

Published, Enactment Date:

April 4, 2024

RESOLUTION

(Final Resolution to Vacate and Discontinue a Portion of South Avenue abutting Railroad Right of Way)

File No: **4538-24**

WHEREAS, Wis. Stat. § 66.1003(4) permits the Common Council of the City of Reedsburg to vacate and discontinue any street or portion of a street in the City when the public interest requires it;

WHEREAS, it appears to be in the best interest of the public and the City of Reedsburg to vacate and discontinue a portion of South Avenue abutting Railroad Right of Way, as further described below;

WHEREAS, the portion of South Avenue proposed to be discontinued lies within one-quarter mile of a state trunk highway or connecting highway, is adjacent to a railroad right of way, and its discontinuance would not create a landlocked parcel of property;

WHEREAS, a "Preliminary Resolution to Vacate and Discontinue a Portion of South Avenue" was adopted at a Common Council meeting held on February 12, 2024;

WHEREAS, a notice of the proposed vacation and discontinuance was published as a Class 3 notice, and a copy of said notice was served on the owner(s) of all the frontage of all the lots and lands abutting upon the public way sought to be discontinued as required by Wis. Stat. § 66.1003(4)(b); and on the Secretary of Transportation and Commissioner of Railroads.

WHEREAS, the City of Reedsburg Plan Commission met subsequent to the introduction of the preliminary resolution and recommended to the Common Council the adoption of this Final Resolution to Vacate and Discontinue a Portion of South Avenue;

WHEREAS, a public hearing was held on March 25, 2024, pertaining to the proposed vacation and discontinuance;

WHEREAS, the Common Council finds that all of the procedural requirements required by law have been fully complied with;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Common Council of the City of Reedsburg that:

1. The portion of South Avenue more particularly described below and depicted on Exhibit A, incorporated herein by reference, shall be and hereby is declared and ordered vacated and discontinued:
2. This Final Resolution together with a copy of the map attached hereto as Exhibit A shall be filed in the office of the Register of Deeds for Sauk County, Wisconsin, as required by law.

ADOPTED on this 25th day of March 2024.

David G. Estes, Mayor

Jacob Crosetto, City Clerk-Treasurer



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: 2/1/2024

**DISCONTINUANCE OF PUBLIC WAY
CHECK LIST
(State Stat. 66.1003)**

LOCATION: _____

- ☐ Petition to vacate is received. Date: _____
- ☐ **Introduction of Resolution** to declare vacating intent is prepared and brought before the governing body. Date: _____
- ☐ **Notice of Pendency to Vacate** is prepared and sent to the appropriate county for recording. Date: _____
- ☐ **Public Hearing Notice** is prepared and posted. Date: _____
(Public Hearing must be at least 40 days after the Introduction of the Resolution.)
Public Hearing at governing body. Date: _____
- ☐ Adjacent property owners are served (or mailed if out of town) Public Hearing Notice at least 30 days before the Public Hearing. Date: _____
- ☐ Per Wis. Stat. § 66.1003(8)(a), a copy of Resolution and Public Hearing Notice must be sent to the Secretary of Transportation, P.O. Box 7910, Madison, WI 53707 **IF** this is within ¼ mile of a State Highway. (Also check railroad crossing). Date: _____
- ☐ Plan Commission review and recommendation, per Wis. Stat. § 62.23(5).
- ☐ Copy of Public Hearing Notice is sent to official newspaper for a Class 3 publication (once a week for 3 weeks). Date: _____
- ☐ Public Hearing is held before governing body. Date: _____
- ☐ **Final Resolution** is prepared and brought before the governing body for approval. Date: _____
- ☐ Certified copy of Final Resolution is sent to the Register of Deeds for recording. Date: _____

CITY OF REEDSBURG
RESOLUTION NO. 2024 - _____

**A Preliminary Resolution to Vacate and Discontinue a Portion
of South Avenue abutting Railroad Right of Way**

WHEREAS, Wis. Stat. § 66.1003(4) permits the Common Council of the City of Reedsburg (“City”) to vacate and discontinue any street or portion of a street in the City when the public interest requires it; and,

WHEREAS, the Common Council does, by this Resolution, elect to initiate the vacation and discontinuance of the Portion of South Avenue depicted in a proposed Sauk County Certified Survey dated January 22, 2024, attached as **Exhibit A**; and,

WHEREAS, the Portion of South Avenue to be discontinued lies within one-quarter mile of STH 23/33, is adjacent to Wisconsin Department of Transportation (WisDOT) railroad right of way, and its discontinuance would not create a landlocked parcel of property.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Common Council of the City of Reedsburg that:

1. The public interest requires that the Portion of South Avenue abutting railroad right of way depicted on **Exhibit A** attached hereto, be vacated and discontinued.
2. A public hearing on the passage of a “Final Resolution to Vacate and Discontinue a Portion of South Avenue” in substantially the form attached as **Exhibit B** hereto shall be scheduled for March 25, 2024 at 5:30 p.m., or as soon thereafter as the Common Council may hear the matter, before the Common Council of the City of Reedsburg at the City Hall located at 134 South Locust Street, Reedsburg.
3. Notice of the public hearing shall be given by a Class 3 notice as required by Wis. Stat. § 66.1003(8)(b) and notice shall be provided to the owner(s) of all of the frontage of the lots and lands abutting upon the public way sought to be discontinued at least 30 days before the hearing as required by Wis. Stat. § 66.1003(4)(b); and, to the Secretary of Transportation and Commissioner of Railroads as required by Wis. Stat. § 66.1003(8).
4. The Plan Commission is directed to review and offer a recommendation on the proposed vacation and discontinuance described herein as required by Wis. Stat. § 62.23(5) prior to the public hearing.
5. The City Attorney is directed to record a *Lis Pendens* against the property described in **Exhibit A** as required by Wis. Stat. §§ 66.1003(9) and 840.11.

Adopted: February _____, 2024.

David Estes, Mayor

ATTEST:

Jacob Crosetto, City Clerk/Treasurer

EXHIBIT B

Form of Final Resolution to Vacate and Discontinue a Portion of South Avenue abutting Railroad Right of Way

WHEREAS, Wis. Stat. § 66.1003(4) permits the Common Council of the City of Reedsburg to vacate and discontinue any street or portion of a street in the City when the public interest requires it;

WHEREAS, it appears to be in the best interest of the public and the City of Reedsburg to vacate and discontinue a portion of South Avenue abutting Railroad Right of Way, as further described below;

WHEREAS, the portion of South Avenue proposed to be discontinued lies within one-quarter mile of a state trunk highway or connecting highway, is adjacent to a railroad right of way, and its discontinuance would not create a landlocked parcel of property;

WHEREAS, a “Preliminary Resolution to Vacate and Discontinue a Portion of South Avenue” was adopted at a Common Council meeting held on February 12, 2024;

WHEREAS, a notice of the proposed vacation and discontinuance was published as a Class 3 notice, and a copy of said notice was served on the owner(s) of all of the frontage of the lots and lands abutting upon the public way sought to be discontinued as required by Wis. Stat. § 66.1003(4)(b); and on the Secretary of Transportation and Commissioner of Railroads.

WHEREAS, the City of Reedsburg Plan Commission met subsequent to the introduction of the preliminary resolution and recommended to the Common Council the adoption of this Final Resolution to Vacate and Discontinue a Portion of South Avenue;

WHEREAS, a public hearing was held on March 25, 2024, pertaining to the proposed vacation and discontinuance;

WHEREAS, the Common Council finds that all of the procedural requirements required by law have been fully complied with;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Common Council of the City of Reedsburg that:

1. The portion of South Avenue more particularly described below and depicted on **Exhibit A**, incorporated herein by reference, shall be and hereby is declared and ordered vacated and discontinued:
2. This Final Resolution together with a copy of the map attached hereto as **Exhibit A** shall be filed in the office of the Register of Deeds for Sauk County, Wisconsin, as required by law.

[NOT FOR EXECUTION – CITY CLERK WILL
PREPARE FINAL RESOLUTION IN RECORDABLE FORM]

**NOTICE OF CONSIDERATION OF A RESOLUTION TO VACATE AND
DISCONTINUE A PORTION OF SOUTH AVENUE ABUTTING RAILROAD
RIGHT OF WAY IN THE CITY OF REEDSBURG, SAUK COUNTY, WISCONSIN**

PLEASE TAKE NOTICE that the Common Council of the City of Reedsburg, Sauk County, Wisconsin, will hold a public hearing on March 25, 2024 at 5:30 p.m. or as soon thereafter as the Common Council may hear the matter, on the proposed adoption of the resolution herein described. Said resolution proposes the discontinuance and vacation of a portion of South Avenue, pursuant to Wis. Stat. § 66.1003(4). A preliminary resolution to this effect was introduced at a Common Council meeting held February 12, 2024.

A final resolution to vacate and discontinue the following described portion of South Avenue will be considered and acted upon at the regular Common Council meeting held on March 25, 2024 at 5:30 p.m.

The portion of South Avenue which is the subject of this hearing and resolution is more particularly described as follows:

See **Exhibit A**

All interested persons will be given an opportunity to be heard at said hearing.

Dated: February ____, 2024

Jacob Crosetto, City Clerk/Treasurer

LIS PENDENS

Document Number

Document Title

Recording Data

NOTICE IS HEREBY GIVEN that a proceeding has been commenced and is now pending before the Common Council of the City of Reedsburg, Sauk County, Wisconsin, upon a preliminary resolution adopted by the Common Council on February 12, 2024. The object of the proceeding is to vacate and discontinue a portion of South Avenue in the City of Reedsburg, Sauk County, Wisconsin, as more fully depicted and described on **Exhibit A** attached hereto.

Atty. Joseph Hasler
Boardman & Clark LLP
P.O. Box 443
Baraboo, WI 53913

276-0481-00000; 276-0480-00000; *

Parcel Identification Number (PIN)

Dated: _____, 2024.

*276-1368-00000; 276-2260-21200

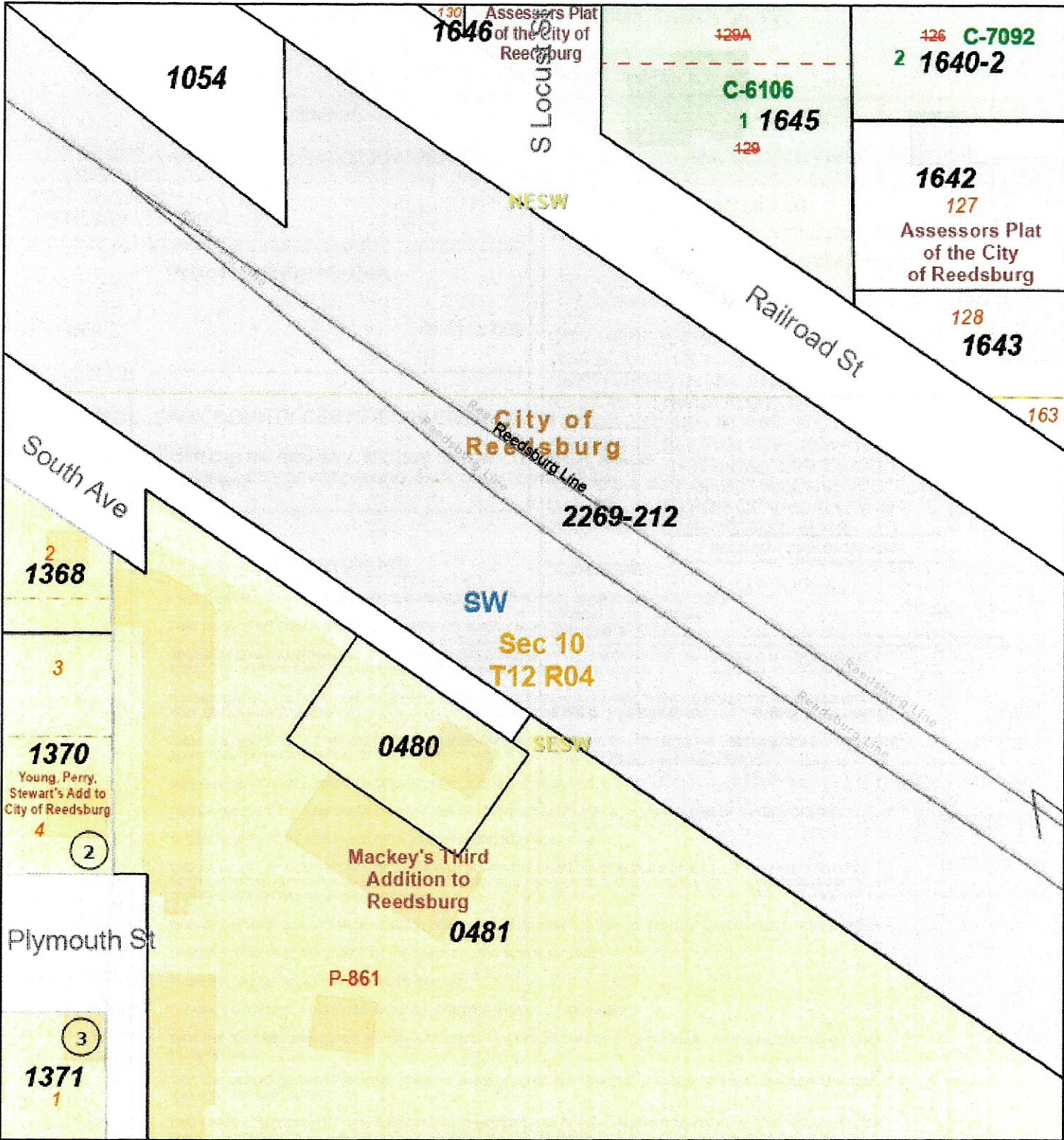
Boardman & Clark LLP

By: _____

Joseph J. Hasler
Attorney for City of Reedsburg
P.O. Box 443
Baraboo, WI 53913-0443

Drafted by:
Joseph J. Hasler
Boardman & Clark LLP

South Avenue Discontinuance

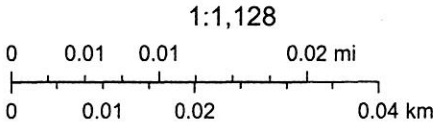


1/24/2024, 8:18:20 AM

- Control Corners

 - Center of Section Corner
 - Meander Corner
 - Other
 - Quarter Corner
 - Section Corner
 - Township Corner
 - Municipal Boundaries
- PLSS 1/4 1/4 Section
 - PLSS 1/4 Section
 - PLSS Section Line
 - Survey Boundary
 - Certified Survey Map
 - Subdivision
 - Assessor Plat
 - Survey References
- Road & Railroad ROW

 - Road ROW
 - Railroad ROW
 - Lots
 - Subdivision Lot
 - CSM Lot
 - Tax Parcels
 - Blocks
 - Tie Line



Esri Community Maps Contributors, County of Sauk, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/ NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS, Sauk County Land Information/GIS

Land Information/GIS
2021

REVIEW COPY

MATTHEW M FILUS, PLS
WISCONSIN PROFESSIONAL LAND SURVEYOR 2185

THE EXCELSIOR GROUP, LLC
SURVEYING & LAND PLANNING

625 GRANITE AVENUE, POST OFFICE BOX 486
REEDSBURG, WISCONSIN 53959

PHONE: (608) 747-4363
E-MAIL: SURVEY@EG-WI.COM
WEB: WWW.EG-WI.COM

DATE: JANUARY 22ND, 2024

PROJECT NUMBER: 2021-0050

SHEET 1 OF 4 SHEETS

SAUK COUNTY CERTIFIED SURVEY MAP

** NOTE **

LOCATED IN THE SE¼-SW¼, SECTION 10, TOWN 12 NORTH, RANGE 4 EAST, CITY OF REEDSBURG, SAUK COUNTY, WISCONSIN

SEE SHEET 3 OF 4 SHEETS FOR:

- * DEDICATED UTILITY EASEMENT DETAIL
- * RECORDED COURSE DATA
- * EASEMENT REFERENCES

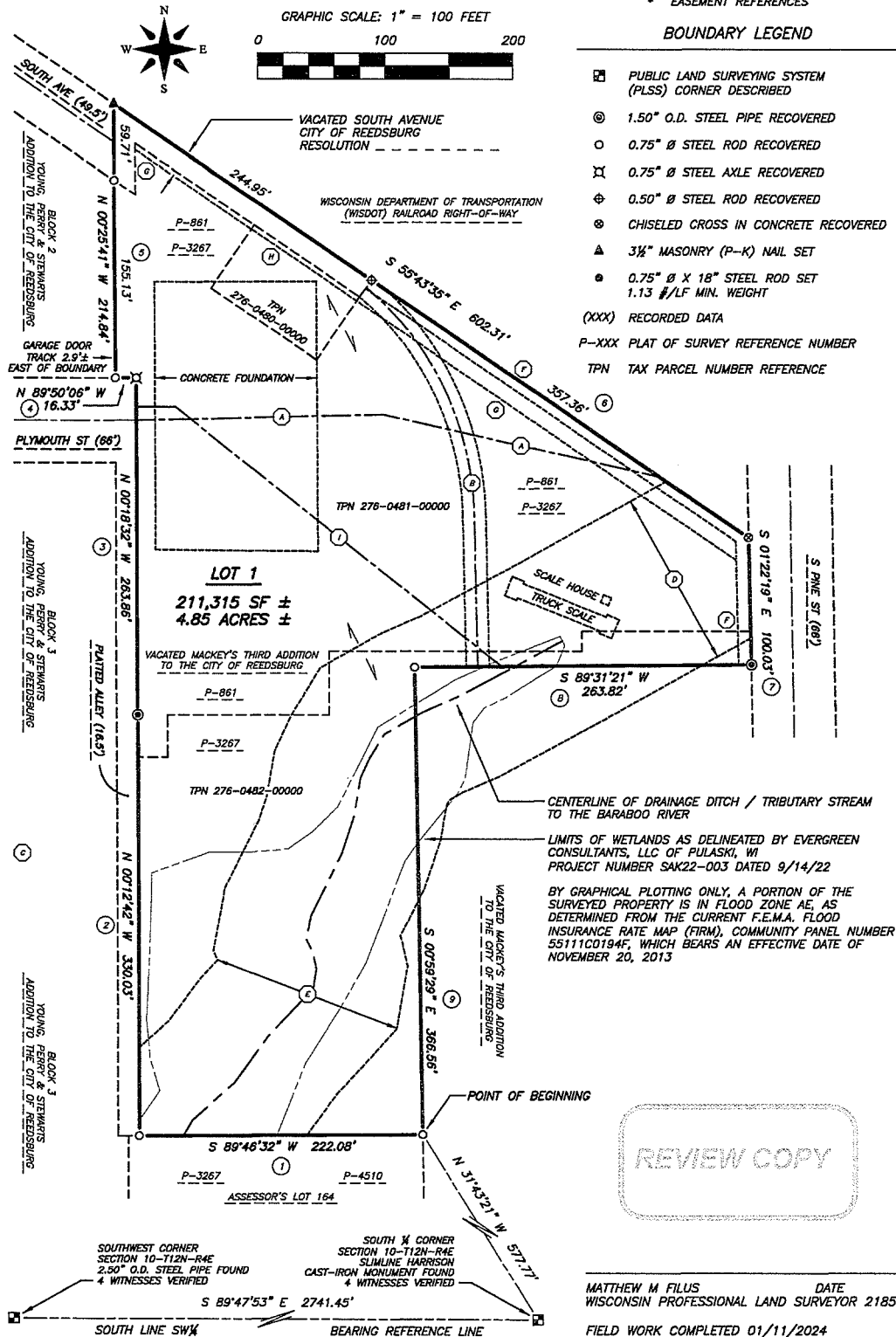
BOUNDARY LEGEND

- ☐ PUBLIC LAND SURVEYING SYSTEM (PLSS) CORNER DESCRIBED
- ⊙ 1.50" O.D. STEEL PIPE RECOVERED
- 0.75" Ø STEEL ROD RECOVERED
- ⊗ 0.75" Ø STEEL AXLE RECOVERED
- ⊕ 0.50" Ø STEEL ROD RECOVERED
- ⊗ CHISELED CROSS IN CONCRETE RECOVERED
- ▲ 3½" MASONRY (P-K) NAIL SET
- 0.75" Ø X 18" STEEL ROD SET 1.13 #/LF MIN. WEIGHT

(XXX) RECORDED DATA

P-XXX PLAT OF SURVEY REFERENCE NUMBER

TPN TAX PARCEL NUMBER REFERENCE



REVIEW COPY

MATTHEW M. FILUS DATE
WISCONSIN PROFESSIONAL LAND SURVEYOR 2185

FIELD WORK COMPLETED 01/11/2024

DATE: JANUARY 22ND, 2024

PROJECT NUMBER: 2021-0050

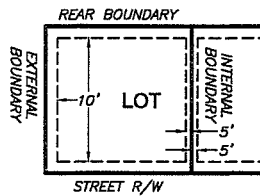
SHEET 2 OF 4 SHEETS

SAUK COUNTY CERTIFIED SURVEY MAP # _____

LOCATED IN THE SE¼-SW¼, SECTION 10, TOWN 12 NORTH, RANGE
4 EAST, CITY OF REEDSBURG, SAUK COUNTY, WISCONSIN

UTILITY EASEMENT DETAIL ~ NOT TO SCALE

THIS CERTIFIED SURVEY MAP HEREBY DEDICATES UTILITY EASEMENTS 10 FEET IN WIDTH ALONG
THE EXTERIOR BOUNDARIES & ROAD RIGHT-OF-WAYS, AS WELL AS 5 FEET IN WIDTH ADJACENT
TO EACH SIDE OF COMMON LOT LINES AS INDICATED UPON THE SKETCH SHOWN BELOW.



RECORDED COURSE DATA:

- ① N 89°54'55" E, 222.13' AS PER PLAT OF SURVEY 4510
- ② N 00°02'56" W, 329.62' AS PER PLAT OF SURVEY 3267
- ③ NORTH, 263.95' AS PER PLAT OF SURVEY 861
- ④ S 89°54'55" W, 16.50' AS PER PLAT OF SURVEY 3267
- ⑤ N 00°19'10" W, 154.84' AS PER PLAT OF SURVEY 3267
- ⑥ S 55°36'24" E, 357.41' AS PER PLAT OF SURVEY 3267
- ⑦ S 00°47'48" E, 100.00' AS PER PLAT OF SURVEY 3267
- ⑧ S 89°41'04" W, 262.90' AS PER PLAT OF SURVEY 3267 | DEED = 264'
- ⑨ S 00°49'42" E, 366.65' AS PER PLAT OF SURVEY 3267

EASEMENT REFERENCES:

- ① AGREEMENT VOLUME 167 OF DEEDS, PAGE 330, AS #242818
-SANITARY SEWER EASEMENT, NO WIDTH STATED, ALIGNMENT PRESUMED TO FOLLOW EXISTING SEWER
- ② WARRANTY DEED VOLUME 250 OF DEEDS, PAGE 219, AS #302159.
-RAILWAY SIDING EASEMENT 18 FEET IN WIDTH
- ③ RIGHT OF WAY AUTHORIZATION VOLUME 389 OF DEEDS, PAGE 414, AS #402259
(VOLUME 306 OF DEEDS, PAGE 137, AS #334711 FOR REFERENCE)
-GENERAL TELEPHONE COMPANY OF WISCONSIN RIGHT-OF-WAY AUTHORIZATION
-DOCUMENT IS LOCATED OUTSIDE OF THE SURVEYED PROPERTY
- ④ STORM WATER DRAINAGE DITCH EASEMENT REEL 126, IMAGE 284, AS #422349.
- ⑤ STORM WATER DRAINAGE DITCH EASEMENT REEL 126, IMAGE 388, AS #422375.
- ⑥ EASEMENT FOR UNDERGROUND ELECTRIC LINE FACILITIES AS #710651.
- ⑦ SANITARY SEWER EASEMENT AGREEMENT AS #895975.
- ⑧ SANITARY SEWER EASEMENT AGREEMENT AS #892254.
- ⑨ CITY OF REEDSBURG WATERMAIN LOCATION - NO EASEMENT IDENTIFIED.

REVIEW COPY

MATTHEW M. FILUS DATE
WISCONSIN PROFESSIONAL LAND SURVEYOR 2185

DATE: JANUARY 22ND, 2024

PROJECT NUMBER: 2021-0050

SHEET 3 OF 4 SHEETS

SAUK COUNTY CERTIFIED SURVEY MAP # _____

LOCATED IN THE SE¼-SW¼, SECTION 10, TOWN 12 NORTH, RANGE
4 EAST, CITY OF REEDSBURG, SAUK COUNTY, WISCONSIN

OWNER'S CERTIFICATE OF DEDICATION:

AS OWNERS, THE ROGER A AND ELLEN S FRIEDE REVOCABLE LIVING TRUST AND RIFFEY TRANSLOAD LLC, HEREBY CERTIFY THAT THEY HAVE CAUSED THE LANDS DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THE CERTIFIED SURVEY MAP.

THEY ALSO CERTIFY THAT THIS CERTIFIED SURVEY MAP IS REQUIRED TO BE SUBMITTED TO THE FOLLOWING AGENCIES FOR APPROVAL OR OBJECTION:

- CITY OF REEDSBURG, SAUK COUNTY, WISCONSIN

FOR THE ROGER A AND ELLEN S FRIEDE REVOCABLE LIVING TRUST:

ROGER A FRIEDE

DATE

ELLEN S FRIEDE

DATE

FOR RIFFEY TRANSLOAD LLC:

AARON L RIFFEY, REGISTERED AGENT

DATE

CITY OF REEDSBURG, WISCONSIN APPROVAL:

RESOLVED, THAT THIS CERTIFIED SURVEY MAP LOCATED IN THE TOWN OF REEDSBURG, WISCONSIN, BE AND HEREBY IS APPROVED BY THE CITY OF REEDSBURG, WISCONSIN AND MADE EFFECTIVE THIS _____ DAY OF _____, 2024.

DAVID ESTES, MAYOR
CITY OF REEDSBURG, WISCONSIN

DATE

JACOB CROSETTO, CLERK / TREASURER
CITY OF REEDSBURG, WISCONSIN

DATE

REVIEW COPY

MATTHEW M FILUS DATE
WISCONSIN PROFESSIONAL LAND SURVEYOR 2185

DATE: JANUARY 22ND, 2024

PROJECT NUMBER: 2021-0050

SHEET 4 OF 4 SHEETS

RESOLUTION
(Resolution to Participate in the Wisconsin Length of Service Award Program)

File No. 4539-24

WHEREAS, the City of Reedsburg (operates a volunteer fire department)/ (contracts with a volunteer fire company organized under Chapter 181 or 213)/(authorizes volunteer emergency technicians to provide emergency medical services) and thus utilizes the services of volunteer firefighters and emergency medical technicians; and

WHEREAS, the State of Wisconsin (State) has designed a length of service award program (Program), which allows private vendors to offer plans that provide benefits to volunteer firefighters and emergency medical technicians that render firefighting and emergency medical services to a municipality that participates in the Program; and

WHEREAS, the State will match the annual contributions, made by a municipality choosing to participate in the Program on behalf of its volunteer firefighters and emergency medical technicians, up to a statutory maximum per individual, and

WHEREAS, the City of Reedsburg wishes to participate in the Program for the benefit of its volunteer firefighters and emergency medical technicians, and agrees to abide by all pertinent state and federal statutes, regulations, rules and procedures pertaining to the Program, as well as any requirements of the private vendor chosen by the City of Reedsburg and

WHEREAS, the City of Reedsburg agrees to develop standards for determining the service required of its volunteer firefighters and emergency medical technicians in order to qualify for an annual contribution;

NOW, THEREFORE, upon motion duly made and seconded, the Common Council of the City of Reedsburg passed the following Resolution:

BE IT RESOLVED that the City of Reedsburg hereby declares that it shall participate in the State of Wisconsin Length of Service Award Program and shall abide by all pertinent statutes, rules, regulations, procedures and other requirements of the Program.

BE IT FURTHER RESOLVED that all funds necessary to provide for annual contributions now and in the future under the Program be appropriated, and authorizes the City Administrator, or designee, to enter into an agreement to participate in the State of Wisconsin Length of Service Award Program beginning for the budget year of 2025.

Introduced and adopted this 25th day of March 2024.

APPROVED:

David G. Estes, Mayor

Jacob Crosetto, Clerk/Treasurer

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: Third Act Development, LLC

ADDRESS: E9290 Hogsback Rd **CITY:** Baraboo **STATE:** WI

ZIP: 53913 **PHONE:** 608-345-1905 **PARCEL #:** 276-2031-00 & 276-1380-00

E-MAIL: truemusicmax@gmail.com

PROPERTY OWNER: (if different from Applicant) _____

LOCATION: (if different from address above) 276-2031-0800

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:** X **Name of Plat:** My Home Estates - Phase 2

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

☐ **Site Plan Review:** (See “B & C” on back page) 6 Zero Lot Line Duplex Units

☐ **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.

Applicant Signature / Date

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	_____
Annexation	\$200	_____
Plan Amend	\$200	_____
Date Paid		_____
Receipt #		_____

A. Please describe how your request meets each of the following Conditional Use standards, as applicable.

- A. Proposed operation. No conditional use shall be approved by the Plan Commission unless it finds that the use for which such permit is sought will not be injurious to the neighborhood or otherwise detrimental to the public welfare and will be in harmony with the general purpose of this chapter and will not place demands on fire, police, or other public resources in excess of current capacity.
- B. Character and use of adjoining buildings and those in the vicinity. The proposed conditional land use shall not involve uses, activities, processes, materials, or equipment that would create a substantially negative impact on other conforming properties in the area by reason of traffic, noise, smoke, fumes, glare, and odors.
- C. Utilities. The proposed conditional land use will be adequately served by electric, water & sewer facilities and refuse collection & disposal services.

B. Please describe how your request meets each of the following Site Plan standards, as applicable.

- A. Topography and vegetation. The site plan shall be designed so that there is a limited amount of change in the overall natural contours of the site and shall minimize reshaping in favor of designing the project to respect existing features of the site in relation to topography, the size and type of the lot, the character of adjoining property, the minimization of tree and soil removal and the type and size of buildings. The site shall be developed so as not to impede the normal and orderly development or improvement of surrounding property for uses permitted in this chapter.
- B. Stormwater. Special attention shall be given to proper site drainage so that removal of stormwaters will not adversely affect neighboring properties.
- C. Emergency Services. All buildings shall be so arranged as to permit emergency vehicle access by some practical means.
- D. Exterior lighting shall be arranged as follows:
 - (1) It is deflected away from adjacent properties.
 - (2) It does not impede the vision of traffic along adjacent streets.
 - (3) It does not unnecessarily illuminate night skies.
- E. Traffic generation, circulation and parking areas. The arrangement of public or common ways for vehicular and pedestrian circulation shall respect the pattern of existing or planned streets and pedestrian or bicycle pathways in the area.
- F. Architectural plans; existing and proposed structures. The proposed conditional land use shall be designed, constructed, operated, and maintained so to complement the surrounding area. Physical buffers shall be added as needed for neighboring conformance.
- G. Consistency with other plans and statutes. Site plans shall conform to all applicable requirements of City, state and federal statutes and the City of Reedsburg Comprehensive Plan, and approval may be conditioned on the applicant receiving necessary City, state and federal permits.

C. Site Plan Requirements, as applicable.

- (A) North arrow
- (B) Location of property lines, dimensions, and setbacks.
- (C) Location of existing and proposed public roads, rights-of-way and private easements of record.
- (D) Location of existing water bodies, surface drainage ways, stormwater controls, floodplains, and wetlands.
- (E) Location of existing and proposed buildings.
- (F) Location of parking areas and all exterior lighting.
- (G) Location of all loading / unloading areas.
- (H) Location of all sidewalks, walkways, bicycle paths and areas for public use.
- (I) Location of all utilities on the site.
- (J) Location and specifications for all fences, walls, and other screening features.
- (K) Location and specifications for all existing and proposed perimeter and internal landscaping.
- (L) Location and specifications for screening of all trash receptacles and other solid waste disposal facilities.
- (M) Location and specifications for proposed signs.
- (N) Elevation drawings for proposed commercial structures.
- (P) Floor plans, when needed to determine the number of parking spaces required.

D. Please describe how your request meets each of the following Variance standards. Attach additional pages if needed.

To grant a variance, the Board of Appeals must find four things:

- 1) The variance will not be contrary to the public interest.
- 2) Substantial justice will be done by granting the variance. _____
- 3) The variance is needed so that the spirit of the ordinance is observed.
- 4) Due to special conditions, a literal enforcement of the provisions of the zoning ordinance will result in unnecessary hardship.

Variance Hardship. A property owner bears the burden of proving "unnecessary hardship" by demonstrating either of the following:

- 1) For an area variance, that strict compliance with a zoning ordinance would unreasonably prevent the property owner from using the property for a permitted purpose or would render conformity with the zoning ordinance unnecessarily burdensome.
- 2) For a use variance, that strict compliance with a zoning ordinance would leave the property owner with no reasonable use of the property in the absence of a variance. In both situations, the property owner bears the burden of proving that the unnecessary hardship is based on conditions unique to the property, rather than personal considerations, and that the unnecessary hardship was not created by the property owner.

Staff Report

DATES: March 12, 2024

APPLICANT: Third Act Development, LLC

LOCATION: 1351 8th St (Armida Court), Parcel 276-2031-08000–

PROPOSED LAND USE CHANGE: Final Plat and duplex site plan

DESCRIPTION OF PROPERTY/IMPROVEMENTS: Consider recommending final Subdivision Plat for new duplexes with zero lot lines

General Findings

SURROUNDING LAND USES:

- North – Single-family residential; RUC water
- West – School; Church
- South – Single-family residential
- East – Townhouse residential; Nishan Park

ZONING:

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

TOPOGRAPHY: Slopes up to north

STREET R.O.W./TRAFFIC/ACCESS: 8th St; 66' ROW

ENVIRONMENTAL HAZARDS/CONDITIONS: None known

COMP PLAN DESIGNATION: Medium & High Density Residential

COMMENTS

ADMINISTRATOR:

AMBULANCE:

FIRE:

POLICE:

PUBLIC WORKS:

SCHOOL:

UTILITIES: RUC Water Dept will require changes to several water laterals – relocation and capping.

OTHER:

STAFF COMMENTS:

Zero lot line agreements will need to be recorded as part of the Plat. The plat appears to meet zoning for lot sizes, frontages, driveways, and building setbacks.

Exhibit List

- A. City of Reedsburg Comprehensive Plan
- B. Zoning Ordinance, City of Reedsburg, Wisconsin
- C. March 12, 2024, Plan Commission Agenda
- D. Land Use Change Application
- E. Staff Report
- F. Request for Review and Comment
- G. Notice of Public Meeting

06 Mar 2024 - 3:11p R:\Reedsburg, City of\230214 - My Home Estates\Phase II Subdivision Plat.dwg by: mlon

© Vierbicher Associates, Inc.

MY HOME ESTATES, PHASE II

ALL OF LOT 8 OF MY HOME ESTATES RECORDED AS DOCUMENT NO. 1257587, LOCATED IN AND PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, T12N, R4E, CITY OF REEDSBURG, SAUK COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

I, Marc A. Londo, Wisconsin Professional Land Surveyor No. 2696, hereby certify, That in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes, Chapter A-E7 of the Wisconsin Administrative Codes and the subdivision regulations of the City of Reedsburg, and under the direction of Max Dvorak, owner of KMD Enterprises, I have surveyed, divided, mapped and monumented this subdivision plat named My Home Estates, Phase II, being Lot 8 of My Home Estates, located in part of the Southeast Quarter of the Southwest Quarter and part of the Southwest Quarter of the Southwest Quarter of Section 2 T12N, R4E, City of Reedsburg, Sauk County, Wisconsin, more particularly described as follows:

All of Lot 8 of My Home Estates recorded as Document No. 1257587 in Volume D, Page 2039 of Subdivision Plats and located in part of the Southeast Quarter of the Southwest Quarter and Southwest Quarter of the Southwest Quarter of Section 2, T12N, R4E, City of Reedsburg, Sauk County, Wisconsin:

Described lands contain 4.53 Ac., 197,246 Sq. Ft., and is subject to all other easements and rights-of-way of record.

That such plat is a correct representation of all exterior boundaries of the land surveyed and the subdivision of it.

That I have fully complied with the requirements of Chapter 236 of the Wisconsin Statutes Chapter A-E7 of the Wisconsin Administrative Code and the subdivision regulations of the City of Reedsburg.



Marc A. Londo, WI PLS-2696 Date
Vierbicher Associates, Inc.

SAUK COUNTY REGISTER OF DEEDS CERTIFICATE

Received for recording this _____ day of _____, 2024,

at _____ o'clock _____ m. and recorded in Volume _____ of Plats on
pages _____, as Doc. No. _____

Brent Bailey
Sauk County Register of Deeds

KMD DEVELOPMENT, LLC OWNER'S CERTIFICATE

KMD Development, a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, I, Max Dvorak, as owner do hereby certify that said corporation caused the land described on this plat to be surveyed, divided and mapped as represented on this plat of subdivision. I, Max Dvorak, owner of KMD Development, LLC, further certify that this plat is required by s.236.10 or s.236.12 of the Wisconsin Statutes, to be submitted to the following for approval or objection:

The City of Reedsburg Board
The State of Wisconsin Department of Administration

IN WITNESS WHEREOF, the said KMD Development, LLC, has caused these presents to be signed by Max Dvorak, its President, at Reedsburg Wisconsin, and its corporate seal to be

hereunto affixed on this _____ day of _____, 2024,
In the presence of:

Max Dvorak, Owner
KMD Development, LLC
STATE OF WISCONSIN
SAUK COUNTY) SS

Personally came before me this _____ day of _____, 2024, Max Dvorak, Owner, of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such owner of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

Notary Public, _____
Wisconsin
My commission expires _____

THE CITY OF REEDSBURG APPROVAL CERTIFICATE

Resolved, that the plat of My Home Estates, Phase II, KMD Development, LLC owner, is hereby approved by the The City of Reedsburg.

David G. Estes, Mayor Date
City of Reedsburg Wisconsin

CITY CLERK/TREASURER'S CERTIFICATE

STATE OF WISCONSIN
SAUK COUNTY) SS

I, Jacob Crosetto, being the duly appointed qualified and acting city clerk/treasurer of the City of Reedsburg, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of

_____, 2024 on any of the land included in the My Home Estates, Phase II.

Jacob Crosetto, Clerk/Treasurer Date
City of Reedsburg

CERTIFICATE OF COUNTY TREASURER

I, Jessica Machovec, being the duly elected, qualified and acting Treasurer of the County of Sauk, do hereby certify that the records in my tax office show no unredeemed tax sales and no unpaid taxes or special assessments as of

_____, 2024 affecting the lands
included in My Home Estates, Phase III.

Jessica Machovec, County Treasurer Date

SW COR. SEC. 2
T12N, R4E, FALLS IN SANITARY MANHOLE,
NO MONUMENT SET. LOCATION FOR SAUK CO. SECTION
CORNER NO. 718 DETERMINED FROM RECOVERY TIES.

SOUTH 1/4 COR. SEC. 2, T12N, R4E
MONUMENT FALLS IN ROAD INTERSECTION,
NO MONUMENT SET.
LOCATION FOR SAUK CO. SECTION CORNER
NO. 719 DETERMINED FROM RECOVERY TIES.

1848.13' 801.18'
S89°27'36"W 2649.31'

Curve Table

Curve #	Arc Len.	Radius	Delta	Ch. Len.	Ch. Dir.	Tangent In	Tangent Out
C1	106.83'	117.00'	52°18'56"	103.16'	S78°58'34"W	S52°49'06"W	N74°51'58"W
C2	154.07'	117.00'	75°26'50"	143.17'	N37°08'33"W	N74°51'58"W	N00°34'52"E
C3	181.40'	117.00'	88°50'01"	163.77'	N44°59'53"E	N00°34'52"E	N89°24'53"E
C4	97.54'	464.00'	12°02'40"	97.36'	S84°33'47"E	N89°24'53"E	S78°32'27"E
C5	29.51'	230.00'	7°21'08"	29.49'	S11°51'23"W	S15°31'57"W	S08°10'49"W
C6	306.45'	60.00'	29°23'38"	66.54'	S88°00'20"E	S58°18'56"W	N54°19'37"W
C7	13.87'	164.00'	4°50'46"	13.87'	N13°06'34"E	N10°41'11"E	N15°31'57"E
C8	18.89'	117.00'	9°14'55"	18.87'	N05°12'19"E	N00°34'52"E	N09°49'47"E
C9	40.85'	117.00'	20°00'24"	40.65'	N19°49'59"E	N09°49'47"E	N29°50'11"E
C10	44.78'	117.00'	21°55'40"	44.50'	N40°48'01"E	N29°50'11"E	N51°45'51"E
C11	76.88'	117.00'	37°39'02"	75.51'	N70°35'22"E	N51°45'51"E	N89°24'53"E
C12	8.88'	230.00'	2°12'41"	8.88'	S14°25'37"W	S15°31'57"W	S13°19'16"W
C13	20.63'	230.00'	5°08'22"	20.62'	S10°45'00"W	S13°19'11"W	S08°10'49"W
C14	33.87'	60.00'	32°20'25"	33.42'	S42°08'44"W	S58°18'56"W	S25°58'31"W
C15	29.65'	60.00'	28°18'53"	29.35'	S11°48'44"W	S25°58'10"W	S02°20'42"E
C16	38.12'	60.00'	36°24'10"	37.48'	S20°32'47"E	S02°20'42"E	S38°44'52"E
C17	41.37'	60.00'	39°30'10"	40.55'	S58°29'57"E	S38°44'52"E	S78°15'02"E
C18	38.30'	60.00'	36°34'14"	37.65'	N83°27'51"E	S78°15'02"E	N65°10'44"E
C19	41.12'	60.00'	39°16'06"	40.32'	N45°32'41"E	N65°10'44"E	N25°54'39"E
C20	30.53'	60.00'	29°09'09"	30.20'	N11°20'04"E	N25°54'39"E	N03°14'30"W
C21	53.49'	60.00'	51°04'57"	51.74'	N28°47'09"W	N03°14'40"W	N54°19'37"W
C22	3.56'	164.00'	1°14'32"	3.56'	N11°18'27"E	N10°41'11"E	N11°55'43"E
C23	10.31'	164.00'	3°36'11"	10.31'	S13°43'52"W	S15°31'57"W	S11°55'46"W

There are no objections to this plat with respect to
Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2),
Wis. Stats. as provided by s. 236.12, Wis. Stats.

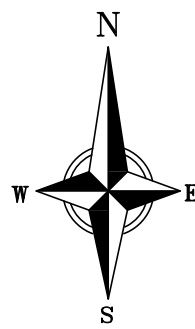
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Department of Administration

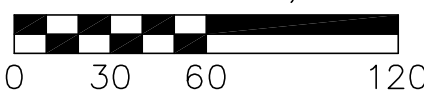


SURVEY LEGEND

- PUBLIC LAND CORNER, RECOVERED FROM TIES
- FOUND 1 1/4" Ø IRON ROD
- FOUND 3/4" Ø IRON ROD
- SET 3/4" c 18" IRON ROD, 1.5 Lb./Ft
- SET 1 1/4" x 18" IRON ROD, 4.3 Lb./Ft.



GRAPHIC SCALE, FEET



SW COR. SEC. 2
T12N, R4E, FALLS IN SANITARY MANHOLE,
NO MONUMENT SET. LOCATION FOR SAUK CO. SECTION
CORNER NO. 718 DETERMINED FROM RECOVERY TIES.

1848.13' 801.18'
S89°27'36"W 2649.31'

SOUTH 1/4 COR. SEC. 2, T12N, R4E
MONUMENT FALLS IN ROAD INTERSECTION,
NO MONUMENT SET.
LOCATION FOR SAUK CO. SECTION CORNER
NO. 719 DETERMINED FROM RECOVERY TIES.

Curve Table

Curve #	Arc Len.	Radius	Delta	Ch. Len.	Ch. Dir.	Tangent In	Tangent Out
C1	106.83'	117.00'	52°18'56"	103.16'	S78°58'34"W	S52°49'06"W	N74°51'58"W
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C4	97.54'	464.00'	12°02'40"	97.36'	S84°33'47"E	N89°24'53"E	S78°32'27"E
C5	29.51'	230.00'	7°21'08"	29.49'	S11°51'23"W	S15°31'57"W	S08°10'49"W
C6	306.45'	60.00'	29°23'38"	66.54'	S88°00'20"E	S58°18'56"W	N54°19'37"W
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C9	40.85'	117.00'	20°00'24"	40.65'	N19°49'59"E	N09°49'47"E	N29°50'11"E
C10	44.78'	117.00'	21°55'40"	44.50'	N40°48'01"E	N29°50'11"E	N51°45'51"E
C11	76.88'	117.00'	37°39'02"	75.51'	N70°35'22"E	N51°45'51"E	N89°24'53"E
C12	8.88'	230.00'	2°12'41"	8.88'	S14°25'37"W	S15°31'57"W	S13°19'16"W
C13	20.63'	230.00'	5°08'22"	20.62'	S10°45'00"W	S13°19'11"W	S08°10'49"W
C14	33.87'	60.00'	32°20'25"	33.42'	S42°08'44"W	S58°18'56"W	S25°58'31"W
C15	29.65'	60.00'	28°18'53"	29.35'	S11°48'44"W	S25°58'10"W	S02°20'42"E
C16	38.12'	60.00'	36°24'10"	37.48'	S20°32'47"E	S02°20'42"E	S38°44'52"E
C17	41.37'	60.00'	39°30'10"	40.55'	S58°29'57"E	S38°44'52"E	S78°15'02"E
C18	38.30'	60.00'	36°34'14"	37.65'	N83°27'51"E	S78°15'02"E	N65°10'44"E
C19	41.12'	60.00'	39°16'06"	40.32'	N45°32'41"E	N65°10'44"E	N25°54'39"E
C20	30.53'	60.00'	29°09'09"	30.20'	N11°20'04"E	N25°54'39"E	N03°14'30"W
C21	53.49'	60.00'	51°04'57"	51.74'	N28°47'09"W	N03°14'40"W	N54°19'37"W
C22	3.56'	164.00'	1°14'32"	3.56'	N11°18'27"E	N10°41'11"E	N11°55'43"E
C23	10.31'	164.00'	3°36'11"	10.31'	S13°43'52"W	S15°31'57"W	S11°55'46"W

DOC. 293297
UN-PLATTED LANDS

OUTLOT 4
MY HOME ESTATES

NE 1/4 - SW 1/4
SECTION 2
T12N, R4E

10' WIDE UTILITY EASEMENT,
MY HOME ESTATES

20' WIDE PUBLIC
ACCESS EASEMENT
TO OUTLOT 4, MY
HOME ESTATES

LOT 9
MY HOME ESTATES

LOT 9
MY HOME ESTATES

OUTLOT 3
MY HOME ESTATES

OUTLOT 2
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OUTLOT 1
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R:\Reedsburg_City\230214 - My Home Estates\CADD\Concept Plan\2023-11-09 Gavin Property - Reedsburg Senior Village Concept Layout Option 4.dwg by: node 06 Mar 2024 - 1:28p

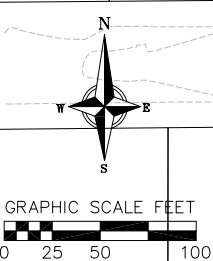
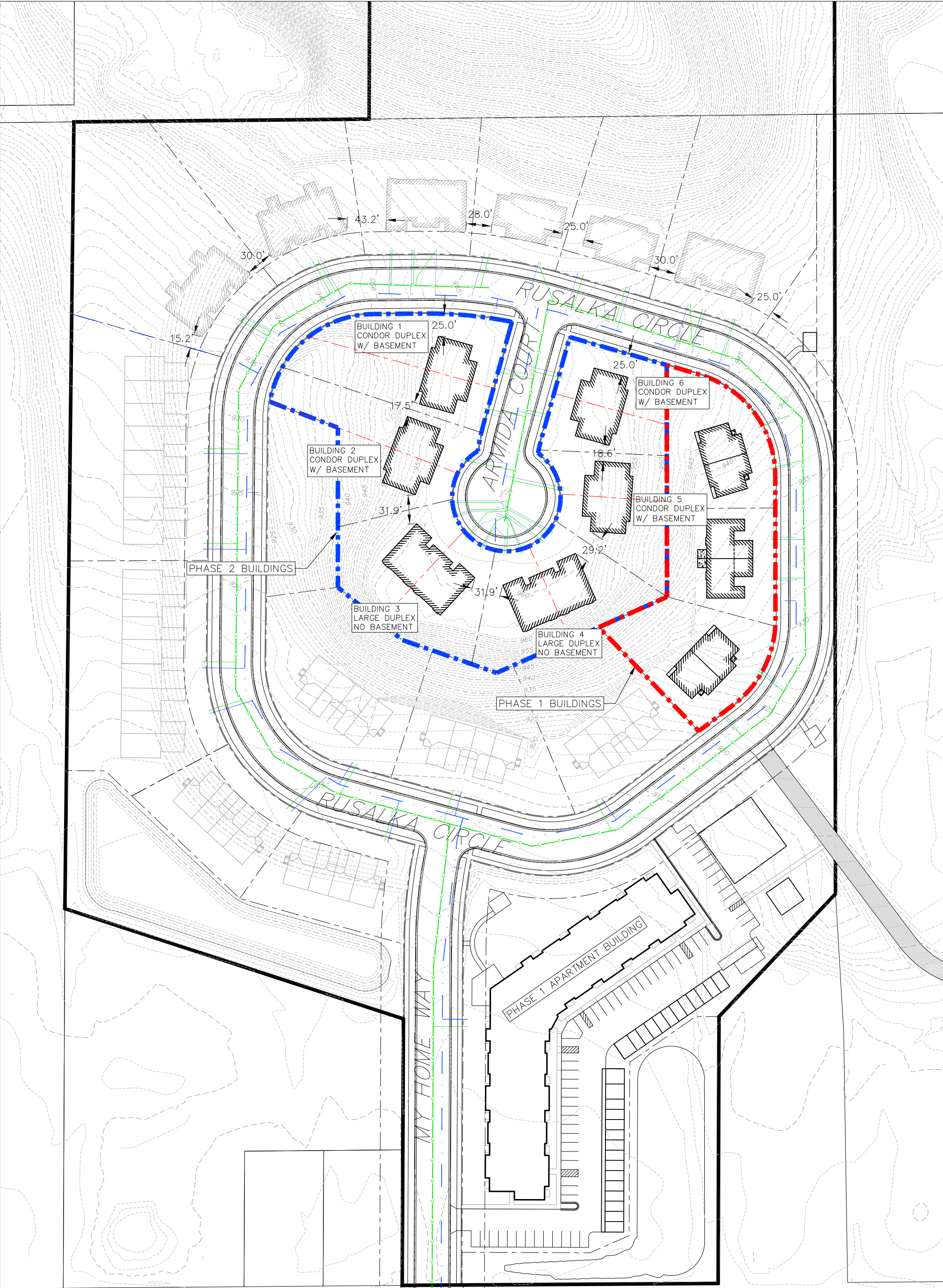


EXHIBIT A - MY HOME ESTATES
REEDSBURG, WISCONSIN
02/07/2024

CITY OF REEDSBURG BID OPENING

134 South Locust Street

Reedsburg, WI 53959

Project: 2024 C&G CONTRACT 'A' 3/13/24

BIDDER	BID SECURITY	BASE BID	COMMENTS
Rennhack Construction	Bond	\$71,256.25	Contract A
Augelli	Bond	\$86,820.00	Contract A

CITY OF REEDSBURG BID OPENING

134 South Locust Street

Reedsburg, WI 53959

Project: 2024 ASPHALT PAVEMENT 3/13/24

BIDDER	BID SECURITY	BASE BID	COMMENTS
Scott Const.	Bond	\$250,285.00	\$76.20 / ton
D.L. Gasser	Bond	\$225,796.00	\$69.68 / ton

CITY OF REEDSBURG BID OPENING

134 South Locust Street

Reedsburg, WI 53959

Project: 2024 CRUSHED AGGREGATE BASE COURSE 3/13/24

BIDDER	BID SECURITY	BASE BID	COMMENTS
Ray Zobel & Sons	Bond	\$89,920.00	\$11.24 / ton
Bindl Bauer Lime and Stone	Check	\$86,800.00	\$10.85 / ton

CITY OF REEDSBURG BID OPENING

134 South Locust Street

Reedsburg, WI 53959

Project: 2024 ANNUAL RENTAL CONTRACT 3/13/24

BIDDER	BID SECURITY	BASE BID	COMMENTS
Ray Zobel & sons	Bond	\$120.00 \$170.00 \$45.00	Quad axle dump per hour Backhoe per hour Demo Material Disposal

RESOLUTION
(Ordering the Repair and Installation of Sidewalks on Various Streets)

File No. 4540-24

WHEREAS, the Public Works Committee ordered the repair and installation of sidewalks on various streets and granted authority to the City Engineer to notify affected property owners, and

WHEREAS, the Common Council of the City of Reedsburg that the City Engineer, through the designated Sidewalk Inspector, be and is hereby authorized to cause to be repaired, installed, or replaced any defective or unsafe sidewalk with the City, commencing with the described area in 2023 in accordance with State Statute 66.615:

Area F: An area bounded by West Main Street to the north, S. Albert Ave to the east, City Limits to the south and City Limits to the west.

NOW THEREFORE BE IT RESOLVED that said Sidewalk Inspector shall notify the property owners with defective or unsafe sidewalks to repair or replace the sidewalk, in compliance with the requirements of the City Ordinance governing such construction within thirty (30) days from the date of notice, and that if not so repaired, installed, or replaced within the said thirty (30) days, the City of Reedsburg will cause such sidewalk to be repaired, installed, or replaced and charge the cost thereof to the abutting property owner, and such cost, unless previously paid, will be collected as a special tax against the abutting property.

Dated this 25th day of March, 2024

David G. Estes, Mayor

Jacob Crosetto, Clerk/Treasurer