



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

City Plan Commission Agenda  
October 13, 2020  
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)

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

CALL TO ORDER

APPROVAL OF MINUTES

**I. APPROVE MINUTES FOR THE MEETING HELD ON SEPTEMBER 8, 2020:**

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

**I. GENERAL BUSINESS:**

- A. Consider recommending final plat for 18th Addition to Ernstmeyer Acres Subdivision – North from end of Doris Rd; Parcel #4150-10000 – Ernstmeyer Land Co.
- B. Consider site plan review for proposed 6,970 SF storage building behind Viking Village store. – 150 Viking Dr; parcel #2721 – Friede & Associates LLC.
- C. Consider recommending annexation of two parcels from the Town of Reedsburg – S3188B Golf Course Rd; parcel #030-0401-00000 and parcel #030-0400-01000 – RMSJ Investments, LLC and Ernest & Anna Marshall.
- D. Update on proposed wedding barn in Town Of Reedsburg (extraterritorial zoning).
- E. Review webinar “New Rules for Conditional Uses”.

**II. ADJOURN:**



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

## Reedsburg Plan Commission

September 8, 2020



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

**Present:** Alder Mike Gargano, Alder Dave Knudsen, Jay Brunken, Dan DeBaets, Greg Finkel

**Absent:** Steve Zibell

**Staff:** Tim Becker, Brian Duvalle

**Approval of Minutes:** Motion by Knudsen, seconded by Finkel to approve the 8/11/20 meeting minutes.  
Motion approved

**Consider recommending preliminary plat for 18<sup>th</sup> Addition to Ernstmeyer Acres Subdivision – North from end of Doris Rd; Parcel #4150-10000 – Ernstmeyer Land Co.**

Gary Woolever from Vierbicher reviewed the proposed plat and stated that Lot 5 & 6 will go to the 40-line and Lot 1 may be a stormwater pond. Discussion held on Lot 10 which borders the city limits line and future annexation.

Motion by Estes, seconded by Gargano to recommend preliminary plat approval to Common Council.  
Motion approved

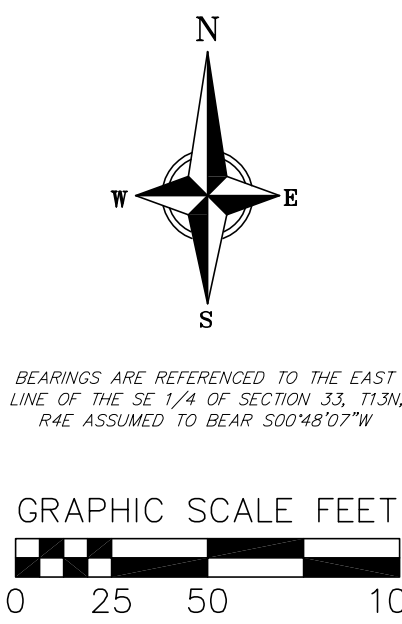
**Discuss solar panels and solar access.**

Duvalle reviewed past review procedures for solar requests. Personal solar structures are staff reviewed and solar access easements and public systems by the Plan Commission. Apparently the Myrtle St owner was not made well enough aware of the possible need for solar access by Duvalle. A waiver will be included with all future solar applications.

Motion by Gargano, seconded by Brunken to adjourn at 6:19 PM.  
Motion approved

Respectfully submitted,

Brian Duvalle  
Planner/Building Inspector



- SURVEY LEGEND**
- PUBLIC LAND CORNER AS NOTED
  - ✕ FOUND CHISELED "X"
  - FOUND 1 1/4" Ø IRON ROD
  - FOUND 3/4" Ø IRON ROD
  - SET 1 1/4" Ø IRON ROD
  - ✕ SET 3/4" Ø IRON ROD
  - ( ) RECORDED AS INFORMATION

**SURVEYOR'S CERTIFICATE**

I, SCOTT F. DISCHLER, WISCONSIN PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED, DIVIDED AND MAPPED A PARCEL OF LAND LOCATED IN THE SE1/4 OF THE SE1/4 OF SECTION 33 AND THE SW1/4 OF THE SW1/4 OF SECTION 34, T13N, R4E, CITY OF REEDSBURG, SAUK COUNTY, WISCONSIN.

THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND PLAT BY THE DIRECTION OF JEFF ERNSTMEYER, ERNSTMEYER LAND COMPANY, OWNER OF SAID LAND, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 33, T13N, R4E; THENCE S00°48'07"W ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33, 1396.59 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING S00°48'07"W, 130.94 FEET; THENCE N89°45'43"E, 78.03 FEET; THENCE S24°38'56"E, 155.69 FEET TO A NORTHWEST LINE OF THE 15TH ADDITION TO ERNSTMEYER ACRES; THENCE ALONG SAID NORTHWEST LINE, S65°17'20"W, 102.00 FEET; THENCE ALONG A NORTHWEST LINE OF SAID 15TH ADDITION TO ERNSTMEYER ACRES, S62°05'37"W, 77.43 FEET; THENCE ALONG A NORTH LINE OF SAID 15TH ADDITION TO ERNSTMEYER ACRES, S89°59'38"W, 362.55 FEET TO THE NORTHWEST CORNER OF LOT 456, 15TH ADDITION TO ERNSTMEYER ACRES; THENCE ALONG THE WEST LINE OF SAID LOT 456, S00°48'01"W, 117.02 FEET TO THE NORTH RIGHT-OF-WAY LINE OF DESSA RAIN DRIVE; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, S89°57'59"W, 183.41 FEET TO THE WEST LINE OF LOT 2, SAUK COUNTY CSM #5794; THENCE ALONG SAID WEST LINE OF CSM #5794, N00°48'01"E, 539.41 FEET TO THE NORTHWEST CORNER THEREOF; THENCE ALONG THE NORTH LINE OF CSM #5794, N89°50'24"E, 283.78 FEET; THENCE S00°58'12"W, 117.04 FEET; THENCE N89°59'38"E, 180.01 FEET; THENCE N65°23'08"E, 108.03 FEET TO THE POINT OF BEGINNING.

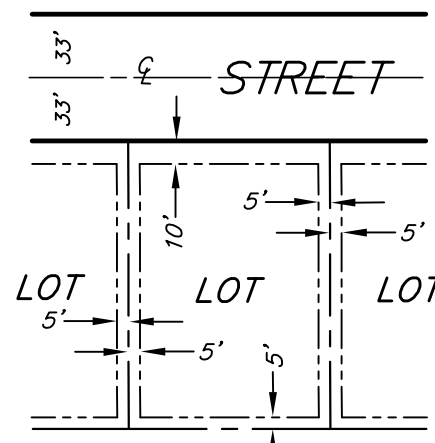
CONTAINING 5.72 ACRES, MORE OR LESS.

THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH THE REQUIREMENTS OF CHAPTER 236 OF THE WISCONSIN STATE STATUTES AND THE CITY OF REEDSBURG SUBDIVISION REGULATIONS.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

SCOTT F. DISCHLER, PLS-2605  
VERBICHER ASSOCIATES, INC.



TYPICAL UTILITY EASEMENTS ON ALL LOTS  
UNLESS NOTED DIFFERENTLY ON PLAT

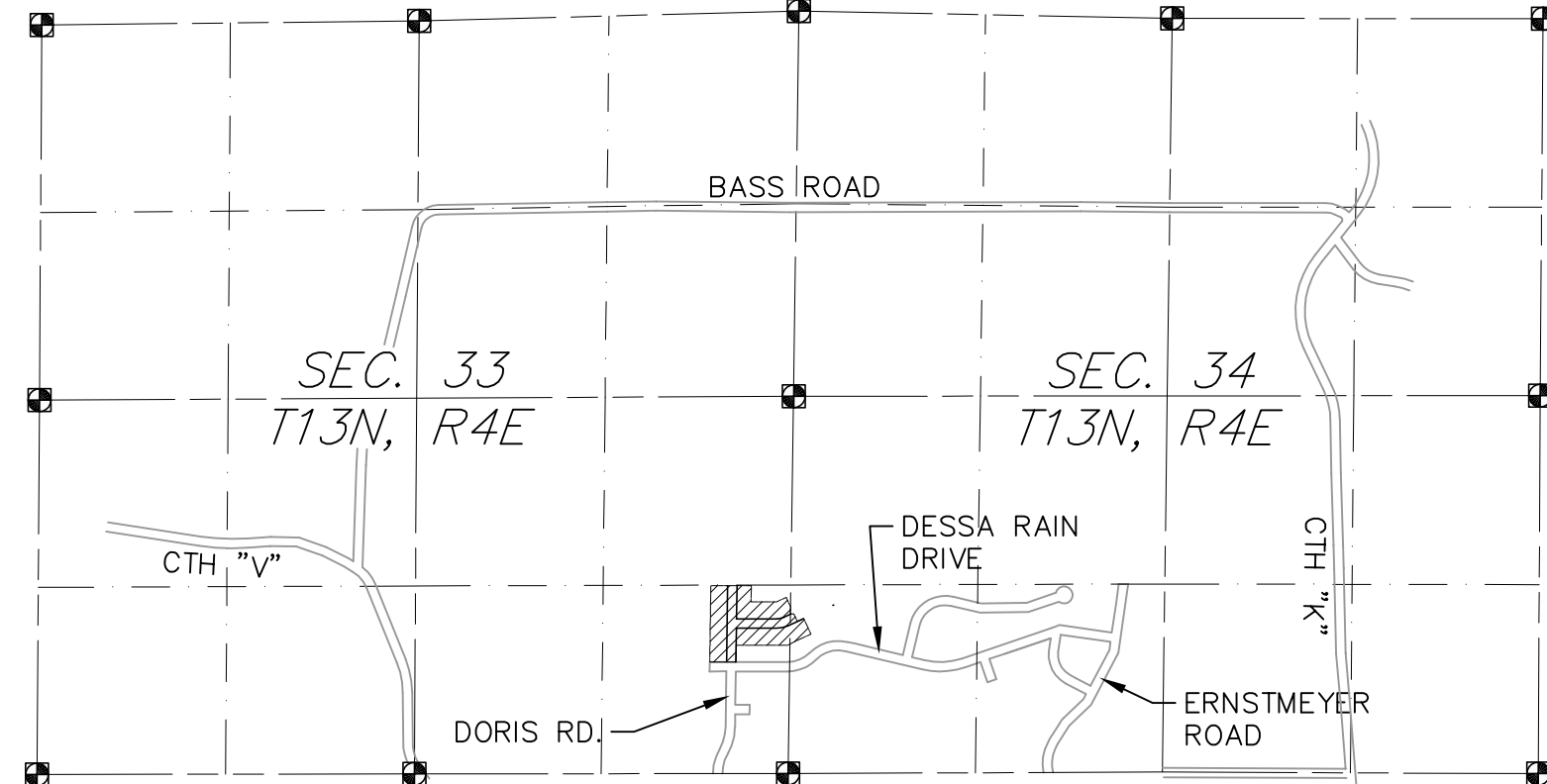
NOTE: UTILITY EASEMENTS ARE TO THE BENEFIT  
OF THE CITY OF REEDSBURG AND ITS ASSIGNS.

**TYPICAL UTILITY EASEMENTS**  
NOT TO SCALE

# 18th Addition to Ernstmeyer Acres

A Subdivision Plat being part of Lot 2, CSM #5794 and part of the SW1/4-SW1/4 of Section 34, located in the SE1/4-SE1/4 of Section 33 and in the SW1/4-SW1/4 of Section 34, T13N, R4E, City of Reedsburg, Sauk County, Wisconsin

**LOCATION MAP**  
(NOT TO SCALE)



**CITY TREASURER'S CERTIFICATE**

STATE OF WISCONSIN }  
COUNTY OF SAUK } SS

I, JACOB CROSETTO, BEING THE DULY APPOINTED, QUALIFIED AND ACTING CITY 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 \_\_\_\_\_, 2020 ON ANY OF THE LANDS INCLUDED IN THE PLAT OF ROLLING MEADOWS NORTH.

DATE \_\_\_\_\_ JACOB CROSETTO, CITY TREASURER

**COUNTY TREASURER'S CERTIFICATE**

STATE OF WISCONSIN }  
COUNTY OF SAUK } SS

I, ELIZABETH A. GEOGHEGAN, BEING THE DULY ELECTED, QUALIFIED AND ACTING TREASURER OF THE COUNTY OF SAUK, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNREDEEMED TAX SALES AND NO UNPAID TAXES OR SPECIAL ASSESSMENTS AS OF \_\_\_\_\_, 2020 AFFECTING THE LANDS INCLUDED IN THE PLAT OF ROLLING MEADOWS NORTH.

DATE \_\_\_\_\_ ELIZABETH A. GEOGHEGAN, COUNTY TREASURER

**OWNER'S CERTIFICATE OF DEDICATION**

ERNSTMEYER LAND COMPANY, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, DOES HEREBY CERTIFY THAT SAID CORPORATION CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THE PLAT. ERNSTMEYER LAND COMPANY DOES FURTHER CERTIFY THAT THIS PLAT IS REQUIRED BY S.236.10 OR 236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: CITY OF REEDSBURG, WISCONSIN DEPARTMENT OF ADMINISTRATION - PLAT REVIEW.

IN WITNESS WHEREOF, ERNSTMEYER LAND COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED BY JEFF ERNSTMEYER, OWNER, AT REEDSBURG, WISCONSIN, AND ITS CORPORATE SEAL TO BE AFFIXED ON THIS.

IN THE PRESENCE OF \_\_\_\_\_ ERNSTMEYER LAND COMPANY

\_\_\_\_\_  
JEFF ERNSTMEYER, OWNER

STATE OF WISCONSIN }  
COUNTY OF SAUK } SS

PERSONALLY CAME BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, JEFF ERNSTMEYER, 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 \_\_\_\_\_

**OWNER/SUBDIVIDER:**  
JEFF ERNSTMEYER  
ERNSTMEYER BUILDERS  
33508 CTH K  
LAVALLE, WI 53941

**SURVEYOR:**  
VERBICHER ASSOCIATES, INC.  
BY: SCOTT F. DISCHLER, PLS  
400 VIKING DRIVE  
REEDSBURG, WI 53959  
(608)-524-6468  
sdls@verbicher.com

| CURVE DATA |         |           |        |             |          |             |
|------------|---------|-----------|--------|-------------|----------|-------------|
| CURVE      | RADIUS  | DELTA     | ARC L. | CHORD BRG.  | CHORD L. | TAN. BRG.   |
| C1         | 117.00' | 24°36'30" | 50.25' | N77°41'23"E | 49.87'   | N89°59'38"E |
| LOT 9      | 117.00' | 08°30'04" | 17.36' | N85°44'36"E | 17.34'   | N89°59'38"E |
| LOT 10     | 117.00' | 16°06'28" | 32.89' | N73°28'21"E | 32.78'   | N81°29'34"E |
| C2         | 187.00' | 24°36'30" | 80.32' | S77°41'23"W | 79.70'   | N65°23'08"E |
| LOT 12     | 187.00' | 19°19'15" | 63.06' | S75°02'45"W | 21.11'   | N65°23'08"E |
| LOT 13     | 187.00' | 05°17'15" | 17.28' | S87°21'00"W | 17.25'   | S84°42'23"W |

SE CORNER  
SEC 33, T13N, R4E  
FND BROKEN HARRISON  
VERIFIED TIES

SHEET 1 OF 1

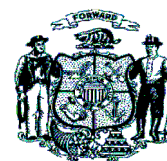


THIS INSTRUMENT DRAFTED BY S. DISCHLER

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.

Certified \_\_\_\_\_, 20 \_\_\_\_\_

Department of Administration



**Plan Commission**  
**Staff Report**

**DATE:** October 13, 2020

**APPLICANT:** Ernstmeyer Land Co.

**LOCATION:** North from end of Doris Rd; Parcel # 4150-10000

**ZONING:** R-2 Residential

**DESCRIPTION:** Consider final plat of 18<sup>th</sup> Addition to Ernstmeyer Acres.

**General Findings**

**SURROUNDING LAND USES:**

- North – Open space
- West – Open space, city brush site
- South – Residential
- East – Open space

**ZONING:**

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

**TOPOGRAPHY:** Slopes up to north

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

**ENVIRONMENTAL HAZARDS/CONDITIONS:** None known

**COMPREHENSIVE PLAN DESIGNATION:** Residential

**COMMENTS:**

POLICE:

FIRE:

PUBLIC WORKS:

UTILITIES: Wants to ensure the lots will have the standard easements along lot lines.

SCHOOLS:

PARKS:

ADMINISTRATOR:

**Staff Comments:**

The name 'Beverly J' street may conflict with section 647-7. I spoke to Jeff about it but will await your decision:

*L. Street names.*

*(10) The use of first names as street names is prohibited, except for war veterans, as referenced above, as the signs are too attractive to thieves.*

**Exhibit List**

- A. City of Reedsburg Comprehensive Plan
- B. Zoning Ordinance, City of Reedsburg, Wisconsin
- C. Tuesday, October 13, 2020, Plan Commission Agenda
- D. Land Use Change Application
- E. Staff Report
- F. Request for Review and Comment
- G. Notice of Public Meeting

**Subdivision Development Agreement  
18<sup>th</sup> Addition to Ernstmeyer Acres**

**DRAFT**

This Development Agreement is by and between Jeff Ernstmeyer/Ernstmeyer Builders (Developer) and the City of Reedsburg, a Wisconsin Municipal Corporation (City).

RECITALS

- A. Developer intends to develop a residential subdivision in the City (the Project) to be known as 18<sup>th</sup> Addition to Ernstmeyer Acres as depicted in Exhibit A, “Preliminary Plat 18<sup>th</sup> Addition to Ernstmeyer Acres”.
- B. The Project will be developed in one phase on the following described lands owned by Developer:  
  
(the “Development Land”)
- C. Certain public infrastructure and other improvements are required to develop the Development Land.
- D. The City has determined that the project is consistent with and promotes the goals and objectives of the City’s comprehensive plan and is in the public interest.
- E. This Development Agreement delineates the respective rights and obligations of the City and the Developer with regard to the Project.

CONTRACT

- 1. Platting. Developer shall take all actions necessary to submit for approval a preliminary plat and final plat for the project which shall have fifteen (15) lots platted for single-family residence use consistent with applicable provisions of

the City zoning code including, without limitation, required square footage in area, average lot size, and front, side and rear yard setbacks and offsets.

2. Existing easements & dedications. Developer shall respect all existing easements and public dedications which burden the Development Land.
3. Public Infrastructure Improvements.
  - a. Developer shall design, install and construct at Developer's expense all public infrastructure improvements associated with the project including, without limitation, sanitary sewer, water mains, street, curb and gutter, sidewalks, electric and stormwater.
  - b. All public infrastructure shall be constructed and installed pursuant to the specifications of the City and all plans shall be approved in advance by the City; and the Developer shall only engage contractors for work included in this Agreement which are pre-qualified by the City to perform the work.
4. Letter of Credit.
  - a. Developer shall post with the City an irrevocable letter of credit in the amount of the anticipated cost of the public infrastructure improvements to insure satisfactory completion of the improvements. The letter of credit shall remain in full force and effect and shall be renewed as necessary at all times prior to the completion of the public improvements by Developer. The letter of credit shall be released by the City when the public improvements are satisfactorily completed, dedicated by the Developer and accepted by the City.

- b. If Developer fails to timely complete the public improvements the City shall give the Developer and the issuer of the Letter of Credit ten (10) days written notice and opportunity to cure. If the default is not cured to the City's sole satisfaction within the ten (10) day period, the City may take possession of the property and all of the materials thereon, draw upon the Letter of Credit or any other financial guarantee posted or filed by the Developer and finish the work by whatever method the City may deem expedient. Developer shall pay the City the entire cost of completion of the work if funds from the Letter of Credit are insufficient to cover the entire cost of completion.
5. Inspections. The City shall provide for the inspection of required improvements during construction and insure their satisfactory completion. The Developer will assume the cost of the City's engineering inspections review. If the City determines that any of the required improvements have not been constructed in accordance with the City's standards, the Developer shall be responsible for either completing the improvements or reimbursing the City for its costs to complete the improvements.
6. Acceptance.
  - a. In addition to all of the requirements contained herein, the Developer agrees that the public improvements will not be accepted by the City until:
    1. All outstanding charges to be paid by the Developer have been paid in full.

2. Affidavits and lien waivers are received by the City indicating that all contractors providing work have been paid in full.
    3. The City has received evidence satisfactory to it that no liens or other encumbrances encumber the public improvements.
  - b. Upon completion of each Phase and acceptance of public improvements, ownership and control of the Public Improvements shall be turned over to the City. The City Council shall approve by resolution final acceptance of the required improvements at the completion of each Phase of construction.
7. Guaranty. The Developer agrees to guarantee and warrant all work performed under this Agreement for the period of one (1) year from the date of final written acceptance by the City Council or work completed in that phase, against defects in workmanship or materials. If any defect should arise during the guarantee period, the Developer agrees to make the required replacement or repairs of the defective work at its own expense.
8. Permits Fees & Approvals.
  - a. Developer shall obtain all necessary permits and approvals for the Project and comply with all applicable laws, codes, ordinances, rules and regulations and pay all required permit, impact, connection, inspection and other fees.
  - b. Developer shall submit the final site plan including building plans and landscape plans for City review and approval and construct and maintain the Project in accordance with the approved plans.

9. Indemnification.

- a. Hold Harmless. The Developer shall indemnify and hold harmless the City, its officers, agents, independent contractors, and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of the Work, providing that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Developer, its officers, agents, independent contractors, and employees or anyone for whose acts any of them may be made liable, regardless of whether or not it is caused in part by a party indemnified herein. In any and all claims against the City, its officers, agents, independent contractors, and employees by the Developer, its officers, agents, independent contractors, employees, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be held liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Developer, its officers, agents, independent contractors, employees under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts.

- b. Personal Liability of Public Officials. In carrying out any of the provisions of this Agreement or in exercising any power or authority granted to them thereby, there shall be no personal liability of the City officers, agents, independent contractors, or employees, it being expressly understood and agreed that in such matters they act as agents and representatives of the City.
10. Insurance. Developer shall, at its expense, obtain and carry comprehensive general liability insurance with combined single limits of at least One Million Dollars (\$1,000,000.00) for one person and at least Five Million Dollars (\$5,000,000.00) per occurrence, and at least One Million Dollars (\$1,000,000.00) property damage (or such higher amounts as the City shall from time to time deem reasonable). Such policy shall cover both Developer and the City and its agents, employees, and officials, and all insurers shall agree not to cancel or change the same without at least thirty (30) days written notice to the City. A certificate of Developer's insurance shall be furnished to the City upon execution of this Agreement. Each such policy shall provide that no act or default of any person other than the City or its agents shall render the policy void as to the City or effect the City's right to recover thereon.
11. Independent Contractor. Notwithstanding any other provisions of this agreement to the contrary, Developer is an independent contractor. Nothing contained in this agreement shall alter Developer's status as an independent contractor, nor shall this agreement be construed as creating any contractual relationship whatsoever between the City's consultants (planning, engineering, financial and legal) or any persons or entities other than the City and Developer.

12. As-Built Construction Plans. Upon completion of the required improvements, Developer shall provide to the City of full set of as-built record drawings, plans and filed in electronic format as well as a summary of all project costs. The as-built record drawings, plans and files shall be submitted within 60 days of final project acceptance.
13. Miscellaneous Terms.
  - a. After its execution and approval this agreement may be recorded in the office of the Sauk County Register of Deeds. Each commitment and restriction subject to this agreement on the Development Land shall be appurtenant to and for the benefit and burden of the Development Land and shall run with the land.
  - b. This agreement shall be binding on the City and the Developer and their respective heirs, administrators, executors, agents, legal representatives, successors and assigns.
  - c. Any subsequent owner of the Development Land (including, without limitation, any owner who acquires its interest by foreclosure, trustee, sale or otherwise) shall be liable for all the commitments and other obligations arising under this agreement.
  - d. This agreement may not be assigned by the Developer without the City's consent which consent shall not be unreasonably withheld.
  - e. This agreement may be modified only by means of a subsequently executed and acknowledged written agreement.

- f. This agreement shall be construed in accordance of the laws of the state of Wisconsin. Any action brought in connection with this agreement shall be brought in a court of competent jurisdiction located in Sauk County, Wisconsin.

**City of Reedsburg**

Dated: \_\_\_\_\_, 2020

\_\_\_\_\_  
By: David Estes, Mayor

Dated: \_\_\_\_\_, 2020

\_\_\_\_\_  
By: Jacob Crosetto, Clerk/ Treasurer

Dated: \_\_\_\_\_, 2020

\_\_\_\_\_  
Jeff Ernstmeyer

**Ernstmeyer Builders**

Dated: \_\_\_\_\_, 2020

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2020

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Plan Commission**  
**Staff Report**

**DATE:** October 13, 2020

**APPLICANT:** Friede & Associates

**LOCATION:** 150 Viking Dr; parcel #2721

**ZONING:** B-2 Business

**DESCRIPTION:** Consider site plan review for proposed 6,970 SF storage building behind Viking Village store.

**General Findings**

**SURROUNDING LAND USES:**

- North – Residential
- West – Commercial
- East – Residential
- South – Commercial

**ZONING:**

- North- R-3 Residential
- West- B-2 Business
- East- R-2 Residential
- South- B-2 Business

**TOPOGRAPHY:** Flat slopes

**STREET R.O.W./TRAFFIC/ACCESS:** Viking Dr; 90' ROW

**ENVIRONMENTAL HAZARDS/CONDITIONS:** None known

**COMPREHENSIVE PLAN DESIGNATION:** Commercial

**COMMENTS:**

POLICE:

FIRE:

PUBLIC WORKS:

UTILITIES:

SCHOOLS:

PARKS:

ADMINISTRATOR:

### **Site Plan Review Findings of Fact for Section 690-33(A-F)**

**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 Ordinance.**

1. The Board finds that the existing parcel contains a retail grocery store.
2. The Board finds that a 6,970 SF storage building is proposed.
3. The Board finds that the parcel is zoned B-2.
4. The Board finds that the use is permitted under 690 Attachment 2.
5. The Board finds that the proposed building would be at least 124' from the closest lot line.
6. The Board finds that the proposed height would be approximately 25'.

**Special attention shall be given to proper site drainage so that removal of storm waters will not adversely affect neighboring properties.**

1. The Board finds that a 6,970 SF storage building is proposed.
2. The Board finds that much of the current site is impervious.

**All buildings or groups of buildings should be so arranged as to permit emergency vehicle access by some practical means.**

1. NA

**Exterior lighting shall be arranged as follows:**

- It is deflected away from adjacent properties.
  - It does not impede the vision of traffic along adjacent streets.
  - It does not unnecessarily illuminate night skies.
1. The Board finds that exterior lighting is proposed at the doorways

**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. Streets and drives which are part of an existing or planned street pattern which serves adjacent development shall be of a width appropriate to the traffic volume they will carry.**

1. NA

**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.**

1. The Board finds that future use is Commercial.

**Staff Comments:**

There is a discrepancy on the utility easements where the building will be located. Since I received the application and site plan late on Wed, I will have that verified by the meeting.

**Exhibit List**

- A. City of Reedsburg Comprehensive Plan
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### 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:** Friede & Associates, LLC

**ADDRESS:** P.O. Box 248 **CITY:** Reedsburg **STATE:** WI

**ZIP:** 53959 **PHONE:** (608) 524-4383 **FAX:** (608) 524-8393

**E-MAIL:** rafriede@friede.com

**PROPERTY OWNER:** (if different from Applicant) BP Distributing LLC

**LOCATION:** 150 Viking Drive **PARCEL #:** 276-2721-00000

### **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:** \_\_\_\_\_ **To:** \_\_\_\_\_ **TID #** \_\_\_\_\_

☒ **Site Plan Review:** (See "B" on back page) \_\_\_\_\_

☐ **Zoning Appeal / Interpretation:** \_\_\_\_\_

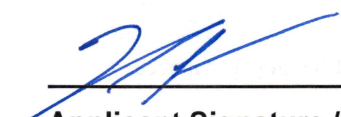
☐ **Zoning Variance:** \_\_\_\_\_

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

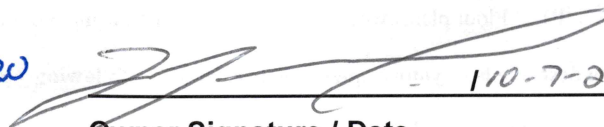
☐ **Other or Annexation:** \_\_\_\_\_

### AFFIDAVIT

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

  
\_\_\_\_\_  
**Applicant Signature / Date**

10/07/2020

  
\_\_\_\_\_  
**Owner Signature / Date**

10-7-2020

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

Account #10-461500-00

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

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

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



## City of Reedsburg GIS

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

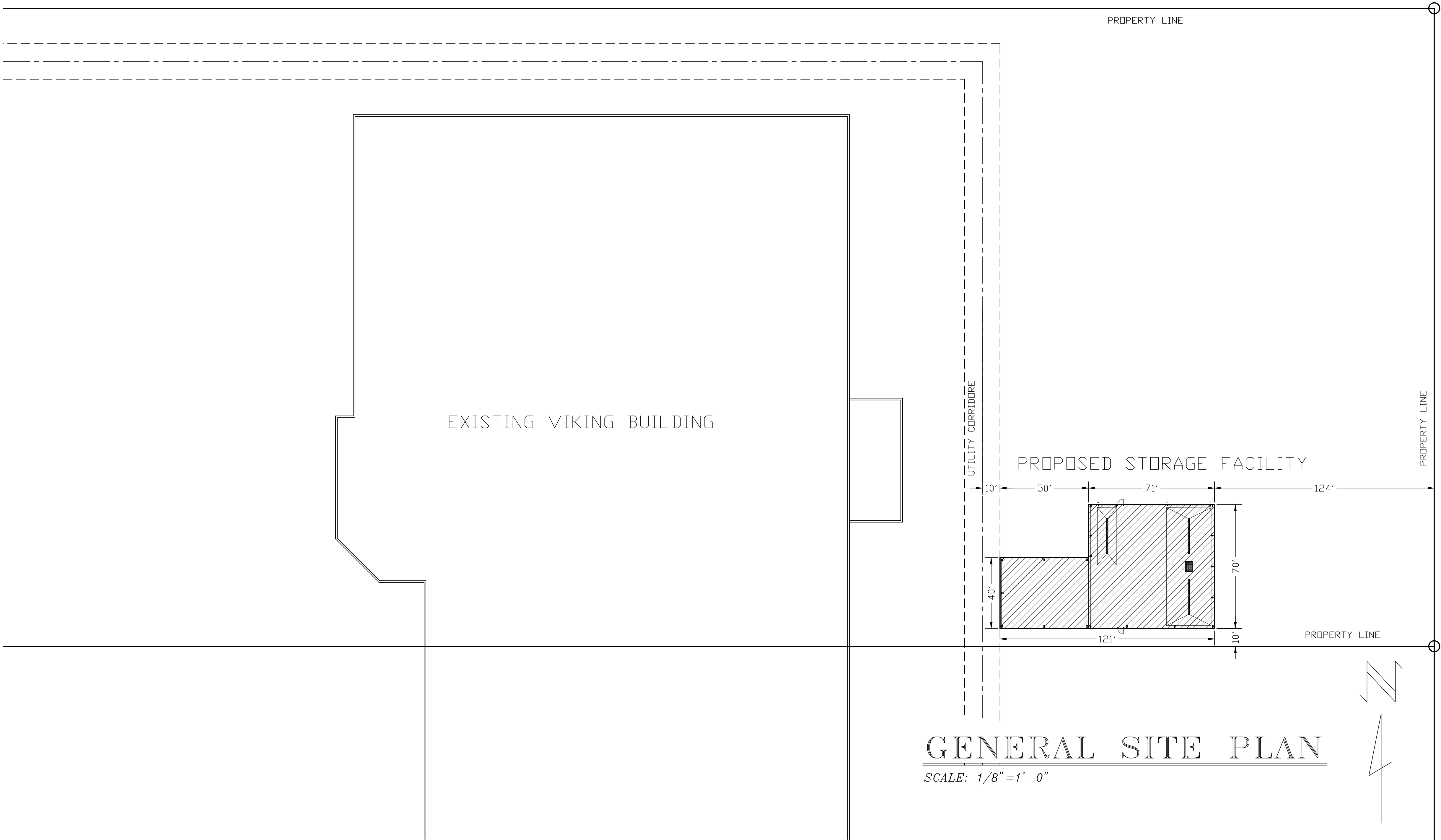


SCALE: 1" = 139'

## CITY OF REEDSBURG

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

Print Date: 10/7/2020



GENERAL SITE PLAN

SCALE: 1/8" = 1' - 0"

| General Notes |                     |         |
|---------------|---------------------|---------|
|               |                     |         |
|               |                     |         |
|               |                     |         |
|               |                     |         |
|               |                     |         |
|               |                     |         |
| 1             | RELEASED FOR REVIEW | 10.7.20 |
| No.           | Revision/Issue      | Date    |

**MENTE ENGINEERING**  
P.O. BOX 591  
320 W. MAIN STREET  
REEDSBURG, WI 53959  
608-524-4701  
da.mente@yahoo.com

CONTRACTOR

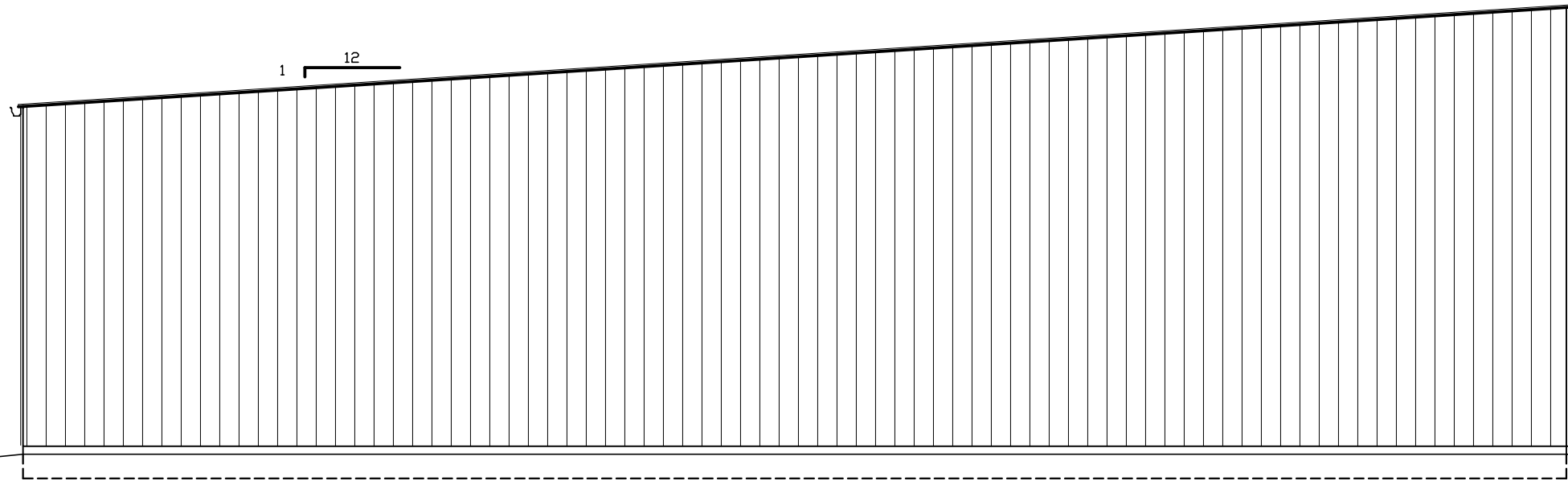
**FRIEDE & ASSOCIATES**

**FRIEDE & ASSOCIATES, LLC**  
DESIGN/BUILD/CONSTRUCTION MANAGEMENT  
P.O. BOX 248  
500 UTILITY COURT  
REEDSBURG, WI 53959  
TEL 608.524.4383  
FAX 608.524.8393

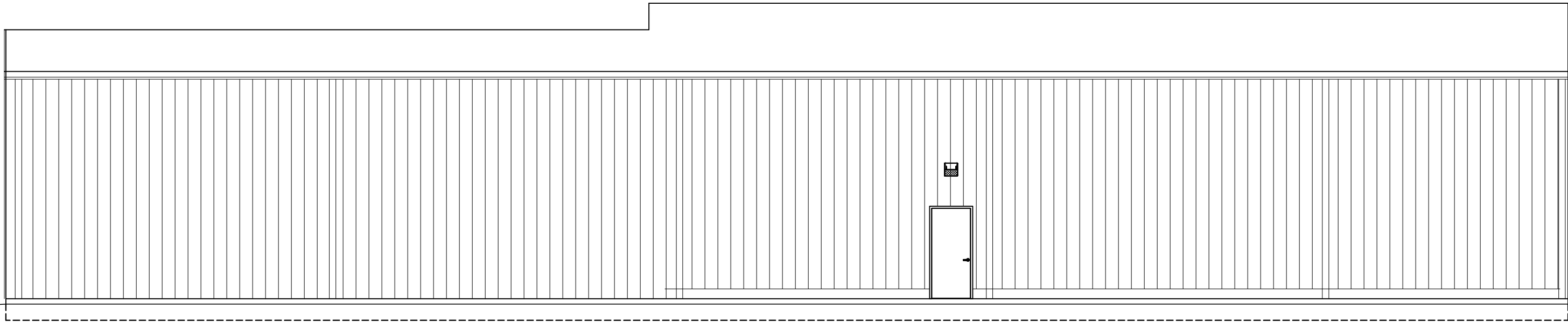
Project Name and Address

**VIKING VILLAGE  
STORAGE FACILITY  
REEDSBURG, WI  
53959**

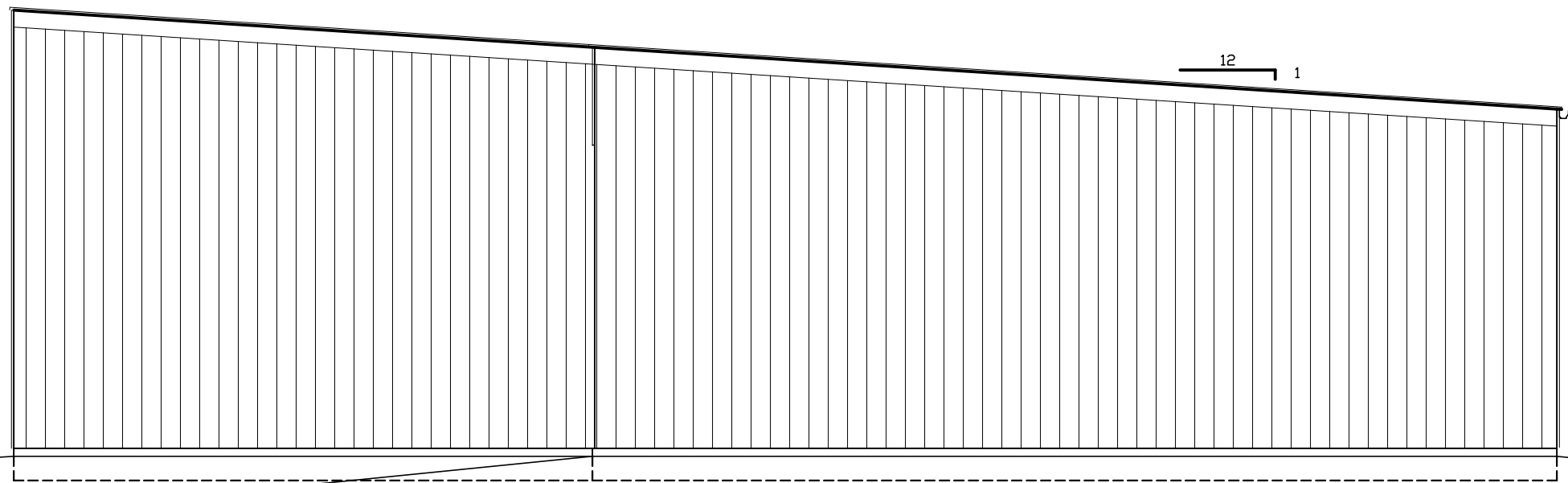
|                                               |                                                                                                |
|-----------------------------------------------|------------------------------------------------------------------------------------------------|
| Project<br><b>20-042</b>                      | Sheet<br> |
| Date<br><b>10.7.20</b>                        |                                                                                                |
| Scale<br><b>NOTED</b>                         |                                                                                                |
| FILE<br>AUTOCAD DRAWINGS-20\FRIEDE\20-042.DWG |                                                                                                |



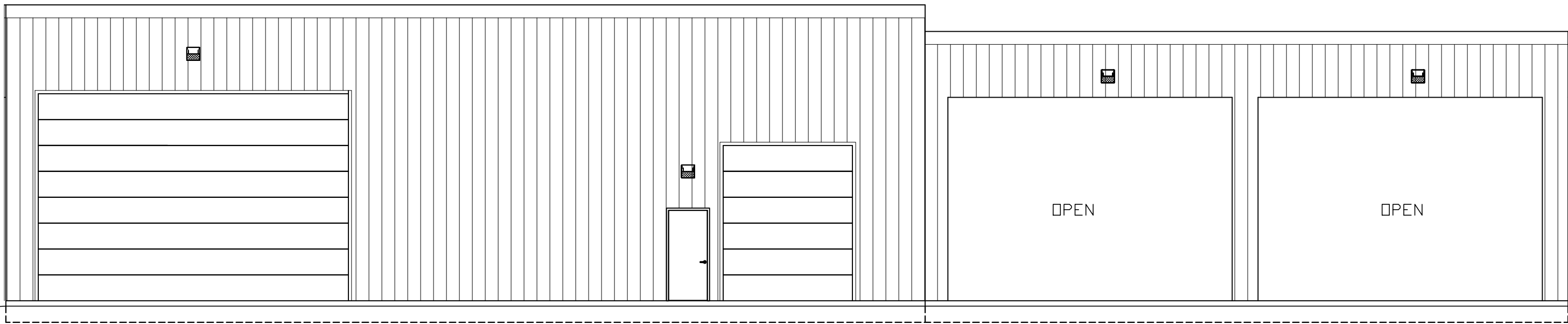
EAST ELEVATION  
SCALE: 1/8"=1'-0"



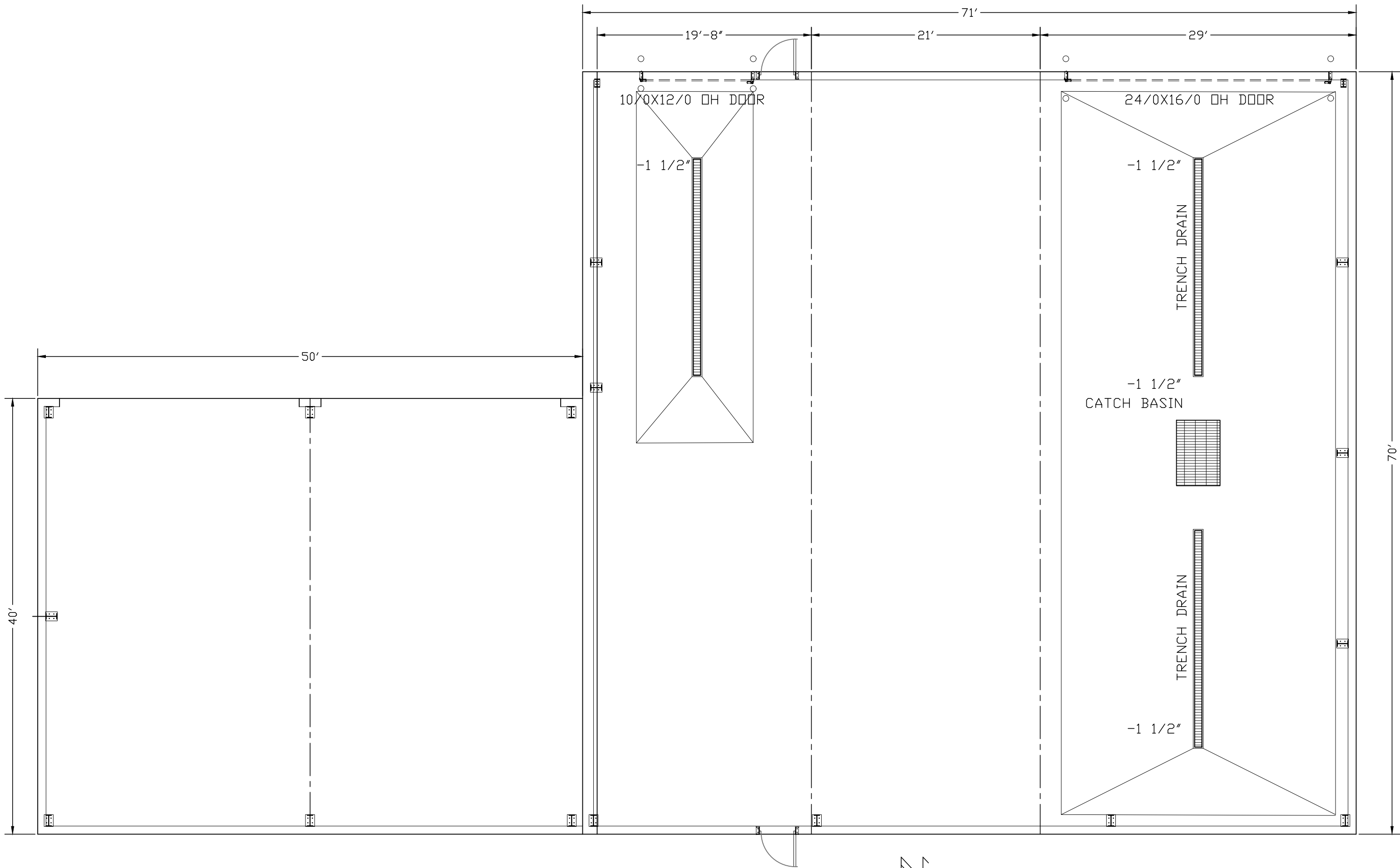
SOUTH ELEVATION  
SCALE: 1/8"=1'-0"



WEST ELEVATION  
SCALE: 1/8"=1'-0"



NORTH ELEVATION  
SCALE: 1/8"=1'-0"



BUILDING PLAN  
SCALE: 1/8"=1'-0"

| General Notes |                     |         |
|---------------|---------------------|---------|
|               |                     |         |
|               |                     |         |
|               |                     |         |
|               |                     |         |
|               |                     |         |
|               |                     |         |
| 1             | RELEASED FOR REVIEW | 10.7.20 |
| No.           | Revision/Issue      | Date    |

**MENTE ENGINEERING**  
P.O. BOX 591  
320 W. MAIN STREET  
REEDSBURG, WI 53959  
608-524-4701  
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CONTRACTOR



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P.O. BOX 248  
500 UTILITY COURT  
REEDSBURG, WI 53959  
TEL 608.524.4383  
FAX 608.524.8393

Project Name and Address

**VIKING VILLAGE  
STORAGE FACILITY  
REEDSBURG, WI  
53959**

|                                               |                      |
|-----------------------------------------------|----------------------|
| Project<br><b>20-042</b>                      | Sheet<br><b>A1.0</b> |
| Date<br><b>10.7.20</b>                        |                      |
| Scale<br><b>NOTED</b>                         |                      |
| FILE<br>AUTOCAD DRAWINGS-20\FRIEDE\20-042.DWG |                      |

ORDINANCE NO. 1912-20  
(Annexation – Parcel #s 030-0401-00000, 030-0400-01000)

WHEREAS, A Petition for Direct Annexation by Unanimous Approval (the “Petition”) pursuant to the provisions of Wis. Stat. sec. 66.0217(2) was filed with the City of Reedsburg on October 7, 2020; and,

WHEREAS, the Petition complies with the requirements of Wis. Stat. sec. 66.0217(5) with respect to information contained therein; and,

WHEREAS, the Wisconsin Department of Administration has reviewed the information in the petition pertaining to the proposed annexation pursuant to Wis. Stat. sec. 66.0217(6) and has determined that the proposed annexation is in the public interest; and,

WHEREAS, the City of Reedsburg Planning Commission has reviewed and recommended acceptance of the Petition; and,

WHEREAS, the Common Council finds the proposed annexation is in the best interests of the City, will promote the economic prosperity of the City and is consistent with the City’s planning and growth objectives;

NOW THEREFORE, the Common Council of the City of Reedsburg, Sauk County, Wisconsin, does hereby ordain as follows:

SECTION I: ANNEXATION AND DESCRIPTION OF ANNEXED TERRITORY:

The Petition is hereby accepted, and the territory described and depicted therein is hereto and incorporated herein, is hereby annexed to the City of Reedsburg. The MBR number is  .

SECTION II: MAP:

The map attached to the Petition reasonably shows the boundaries of the annexed territory and the relation of the annexed territory to the affected municipalities.

SECTION III: POPULATION:

The population of the territory annexed is four (4).

SECTION IV: FILING:

The City Clerk shall record a copy of this ordinance with the Sauk County Register of Deeds and send a certified copy of this ordinance to the Department of Administration, any company that provides utility service to the annexed property, and the School District of Reedsburg.

SECTION V: WARD:

The annexed territory is hereby added to the City of Reedsburg Ward 10, Aldermanic District 4. The City of Reedsburg petitions the Sauk County Board of Supervisors that the annexed territory be moved from Supervisor District 6 to Supervisor District 10.

SECTION VI: 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 VII: CONFLICTING PROVISIONS REPEALED:

All ordinances in conflict with any provision of this Ordinance are hereby repealed.

SECTION VIII: EFFECTIVE DATE:

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

SECTION IX: PART OF CODE:

This Ordinance becomes part of the zoning map of the City of Reedsburg.

Dated this 9<sup>th</sup> day of November, 2020.

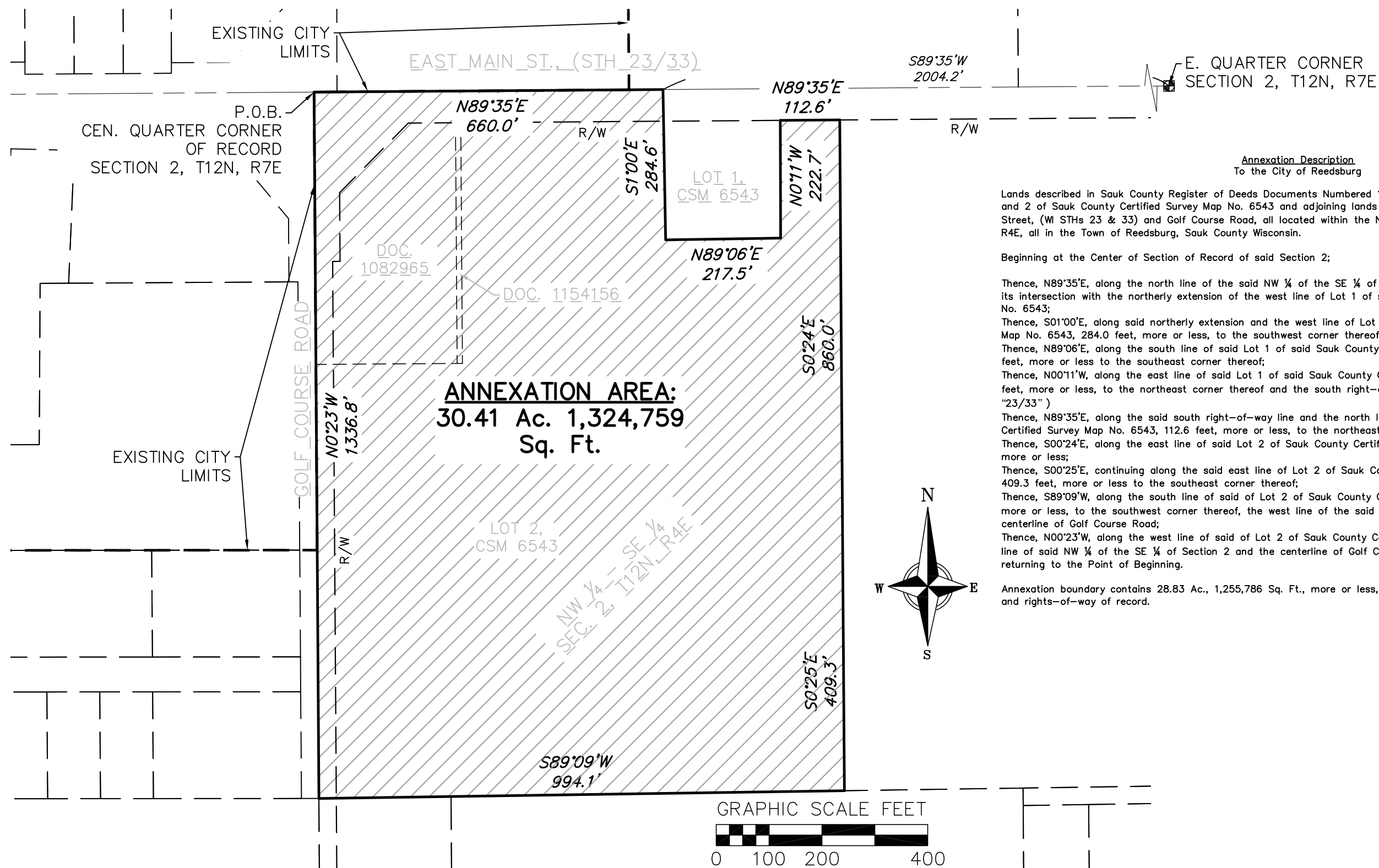
\_\_\_\_\_  
David G. Estes, Mayor

\_\_\_\_\_  
Jacob Crosetto, Clerk/Treasurer

|                                                    |                   |
|----------------------------------------------------|-------------------|
| 1 <sup>st</sup> Reading at Council:                | October 12, 2020  |
| Public Hearing Noticed:                            | October 22, 2020  |
| 2 <sup>nd</sup> Reading at Council/Public Hearing: | November 9, 2020  |
| Published, Enactment Date:                         | November 19, 2020 |

**ANNEXATION EXHIBIT**  
**TO THE CITY OF REEDSBURG**

LANDS DESCRIBED IN SAUK COUNTY REGISTER OF DEEDS DOCUMENTS NUMBERED 1082965 AND 1154156 ALONG WITH LOTS 1 AND 2 OF SAUK COUNTY CERTIFIED SURVEY MAP NO. 6543 AND ADJOINING LANDS WITHIN THE RIGHTS-OF-WAY OF EAST MAIN STREET, (WI STHS 23 & 33) AND GOLF COURSE ROAD, ALL LOCATED WITHIN THE NW ¼ OF THE SE ¼ OF SECTION 2, T12N, R4E, ALL IN THE TOWN OF REEDSBURG, SAUK COUNTY WISCONSIN.



Annexation Description  
To the City of Reedsburg

Lands described in Sauk County Register of Deeds Documents Numbered 1082965 and 1154156 along with Lots 1 and 2 of Sauk County Certified Survey Map No. 6543 and adjoining lands within the rights-of-way of East Main Street, (WI STHs 23 & 33) and Golf Course Road, all located within the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 2, T12N, R4E, all in the Town of Reedsburg, Sauk County Wisconsin.

Beginning at the Center of Section of Record of said Section 2;

Thence, N89°35'E, along the north line of the said NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 2, 660.0 feet, more or less to its intersection with the northerly extension of the west line of Lot 1 of said Sauk County Certified Survey Map No. 6543;

Thence, S01°00'E, along said northerly extension and the west line of Lot 1 of said Sauk County Certified Survey Map No. 6543, 284.0 feet, more or less, to the southwest corner thereof;

Thence, N89°06'E, along the south line of said Lot 1 of said Sauk County Certified Survey Map No. 6543, 217.5 feet, more or less to the southeast corner thereof;

Thence, N00°11'W, along the east line of said Lot 1 of said Sauk County Certified Survey Map No. 6543, 222.7 feet, more or less, to the northeast corner thereof and the south right-of-way line of East Main Street, (WI STH "23/33")

Thence, N89°35'E, along the said south right-of-way line and the north line of Lot 2 of said Sauk County Certified Survey Map No. 6543, 112.6 feet, more or less, to the northeast corner thereof;

Thence, S00°24'E, along the east line of said Lot 2 of Sauk County Certified Survey Map No. 6543, 920.0 feet, more or less;

Thence, S00°25'E, continuing along the said east line of Lot 2 of Sauk County Certified Survey Map No. 6543, 409.3 feet, more or less to the southeast corner thereof;

Thence, S89°09'W, along the south line of said of Lot 2 of Sauk County Certified Survey Map No. 6543, 994.1 feet more or less, to the southwest corner thereof, the west line of the said NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 2 and the centerline of Golf Course Road;

Thence, N00°23'W, along the west line of said of Lot 2 of Sauk County Certified Survey Map No. 6543, the west line of said NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 2 and the centerline of Golf Course Road, 1136.8 feet more or less, returning to the Point of Beginning.

Annexation boundary contains 28.83 Ac., 1,255,786 Sq. Ft., more or less, and is subject to all other easements and rights-of-way of record.

[illegible]

**Annexation Description**  
**To the City of Reedsburg**

Lands described in Sauk County Register of Deeds Documents Numbered 1082965 and 1154156 along with Lots 1 and 2 of Sauk County Certified Survey Map No. 6543 and adjoining lands within the rights-of-way of East Main Street, (WI STHs 23 & 33) and Golf Course Road, all located within the NW ¼ of the SE ¼ of Section 2, T12N, R4E, all in the Town of Reedsburg, Sauk County Wisconsin.

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Annexation boundary contains 28.83 Ac., 1,255,786 Sq. Ft., more or less, and is subject to all other easements and rights-of-way of record.

## Plan Commission

October 13, 2020

I was asked by a Town of Reedsburg resident about developing a wedding barn on their property. They are located just south of Oak Crest Park Subdivision near Hwy 136. Here was my response to the Town:

*I wanted to let you know about my conversation with Deanna about her proposed wedding barn (E7272 S OAK CREST DR).*

*Wedding barns are not specifically listed in the zoning ordinance. Section 690-42(D) states that "unclassified or unspecified uses may be permitted by the Plan Commission after it has made a review, provided that such uses are similar in character to the principal uses permitted in the district".*

*On the other hand, section 690 Schedule 2 does allow 'Assembly' uses in commercial zones (Assembly is a building code designation, e.g. bars, churches, theaters, etc). So while wedding barns are not specifically listed, they are generally listed. But also on the other hand, such barns are presumably located in Agricultural zones and not commercial zones. Therefore it may be a good idea to see if Sauk County has that they regulate in Ag zones.*

*I advised Deanna that a conditional use permit MIGHT be possible but to speak with Linda first and attend a town plan commission.  
Her property is accessed from Oak Crest Dr only and not HWY 136 (she asked about getting a neighbor easement to the highway).*

The difference with this request is that the barn would be a new structure versus re-using an existing barn. Here is the owner's proposal:

*So basically, a "rustic" setting for events. Weddings, anniversaries, birthdays, showers, etc...*

*My presumption is it would mainly be focused on weddings. Ceremony and reception to offer less running around for everybody.*

*We have about 6-7 acres of land to work with. Untouched. Just pine trees and grass. Nothing else. We would build a pavilion or barn, add a parking lot, drill a well, add septic mound and run electricity. Venue would be very accommodating to guests.*

*I live on 10 acres of residential property, however, I am land locked. The only access I have to my property is through Oak Crest Dr. off of Hwy 136.*

*However, Steve Skinner's property basically hugs my field so I spoke with him yesterday about us working something out as far as access from either Junction Rd or Golf Course Rd (his property) to ours. I will be getting an answer by tomorrow evening. (Fingers crossed)*

*That seems to be the option that makes the most sense to my husband and I, but unfortunately leaves it COMPLETELY up to Steve and his wife.*

*The only other way would be through Oak Crest Dr. Personally, I don't foresee many of our neighbors being affected by the traffic or the business itself in any way at all. I will bring images to better explain that at the meeting too. I want a back up plan though so that's why I spoke with Steve.*

*I should also add, I foresee this idea being not only seasonal, but mainly held on Saturdays during the week.*

Town Plan Commission Chair Linda Borleske asked the City Plan Commission' opinion on this, which is the reason for this letter. The Town is planning to review on 11/15 and would then go to the RADC for final review.



---

**DATE:** June 2015 (updated: August 2018)

**RE:** Use and Occupancy of Repurposed Agriculture Buildings

**TO:** Owners of Repurposed Agriculture Buildings, Building Designers and Contractors and Municipal Fire and Code Officials

**FROM:** Wisconsin Department of Safety and Professional Services (DPS)

Over the course of the last few years, there has been a growing interest and desire on the part of many individuals throughout the state that own repurposed agriculture buildings to use these buildings for purposes such as hosting weddings or other public events.

There are many questions about what the Wisconsin Commercial Building Code (Wis. Admin. Code chs. SPS 361-366, hereinafter “Code”) allows for and requires in order for these buildings to be used for nonagricultural purposes. **Note: Other requirements may or may not apply. Please check with your local municipality on other requirements such as zoning, liquor license, etc.**

The following is a series of “If, then” statements designed to educate you as to the various situations that may exist:

- 1.) If a repurposed agriculture building is being used as a public building or place of employment, then the building must be brought into compliance with the Code.
- 2.) If a building owner wishes to use their building for public use or as a place of employment on a temporary basis, then they may pursue getting a temporary use permit from their local municipality as allowed by the Commercial Building and Fire Prevention Codes. (See Wis. Admin. Code §§ SPS 361.03(12) and SPS 314.01(5) for more details.) Municipalities are not required to issue a temporary use permit.
- 3.) If a repurposed agriculture building is only being used for personal use, then the building is not required to become compliant with the Code.
- 4.) If DPS has issued orders<sup>1</sup> against a building, then the municipality may not issue a temporary use permit that would conflict with the Department’s orders. Wis. Stat. § 101.02(7)(a).
- 5.) If a building owner or designer is not able to comply with the Code, then they may petition the Department for a variance to the Code pursuant to Wis. Admin. Code ch. SPS 303. Variances are only granted when the petitioned requirement is offset by an equivalency which meets the intent of the requirement being petitioned. (Click [here](#) to find the variance application.)

---

<sup>1</sup> Orders include corrective action pursuant to building plan approval as well as corrective action pursuant to building code violations.

- 6.) If a building owner would like to formally sit down with the Department and go through the specific Code requirements, they may e-mail the Department at [DspsSbBuildingTech@wi.gov](mailto:DspsSbBuildingTech@wi.gov) and ask for a preliminary review. (Note: Depending on the complexity of and time required to address your issue, a preliminary review fee may be charged.



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