



AMENDED PLAN COMMISSION AGENDA

November 20, 2024 at 6:30 PM
303 Mansion Street Mauston, WI

1. **Call to Order/Roll Call**
2. **Discussion and action relating to Minutes**
 - a. a. October 16, 2024
3. **Discussion and recommendation regarding Blackhawk Investments' application to amend the official Zoning Map**
 - a. a. Application and information
4. **Discussion and recommendation regarding Mastermold Conditional Use Permit**
 - a. a. Application and information
5. **Discussion and recommendation regarding St. Paul's Lutheran Church sign Conditional Use permit**
 - a. a. Application and information
6. **Discussion and action regarding Zoning Districts and Article III Standards Revisions**
 - a. a. Code sections
7. **Adjourn**

NOTICE:

It is possible that action will be taken on any of the items on the agenda and that the agenda may be discussed in any order. It is also possible that a quorum of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.

Also, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact City Deputy Clerk Nicole Lyddy (608) 747-2706.

Any member of the public wishing to join the meeting telephonically should call City Hall by 4pm the day of the meeting. Staff will be happy to provide instructions on joining the meeting by phone. City Hall main number: 608-847-6676



PLAN COMMISSION MINUTES

October 16, 2024 at 6:30 PM
303 Mansion Street Mauston, WI

1. **Call to Order/Roll Call:** The Mauston Plan Commission met on Wednesday, October 16, 2024, in the Council Chambers of City Hall. Mayor Teske called the meeting to order at 6:30 pm. Mark Messer, Lenord Kluge, Brian McGuire, Paul Coggins, Devan Minard, and Mayor Darryl Teske were present. Also, present was Zoning Administrator Allison Schwark via phone.
2. **Minutes:** Motion by McGuire, seconded by Coggins to approve September 18, 2024 minutes. Motion carried.
3. **Article II - Standard Zoning Districts and Article III - Land Use Development Standards of the Zoning Code:** Discussion on Article II zoning code rewrite. Veirbecher was present to present and answer questions. Several discussion questions were brought up, and Plan Commission members participated in the discussion. Members requested that the code rewrite be printed and provided in full for future review. No action was taken.
4. **Adjourn:** Motion by Coggins, seconded by Mindard to adjourn. Motion carried at 7:32 pm.

Chair

Date



CHAPTER 114 ZONING APPLICATION FORM

I. APPLICANT INFORMATION

Name: Rick Donnovan
Address: 658 ROOSEVELT ST MAUSTON, WI 53948
Telephone: 608-548-4151 Fax:

II. PROPERTY OWNER INFORMATION (if different from Applicant)

Name: BLACK HAWK INVESTMENTS
Address: 658 ROOSEVELT ST MAUSTON, WI
Telephone: 608-548-4151 Fax:

III. CONSULTANT(S) INFORMATION (Applicant's Architect, Engineer, Developer, Builder)
(Attach additional sheets if necessary)

Name: BERGSTROM LAND SURVEYING
Address: 14946 BEACH GARDEN ROAD, POQUETTE WI 53955
Telephone: 608-745-2342 Fax:
State License/Certification #: 53101 Expiration Date: JAN 2025

IV. PROPERTY INFORMATION

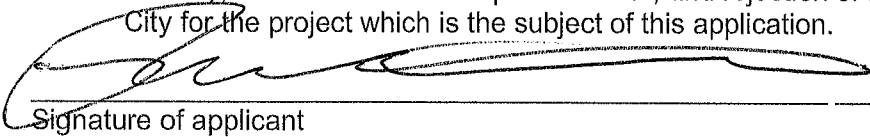
Address:
Tax Parcel #: 292510294, 050 Attach a copy of the Owner's deed to the property.
Approximate Cost of Project: 0

V. ZONING APPLICATION (Check the type(s) of application(s) you are submitting)
(Refer to Zoning Ordinance Chapter 114, Article. VIII: Procedures and Administration, for details)

- Amendment of Zoning Regulations (per Section 114-285) 1 []
Amendment to the Official Zoning Maps (per Section 114-286) 2 [X]
Zoning Permit for (check as appropriate)
Permitted Use (per Section 114-287) (May require site plan) 3 []
Conditional Use (per Section 114-288) (Requires site plan) 4 and 7 []
Temporary Use (per Section 114-289) 5 []
Sign Permit (per Section 114-290) 6 []
Site Plan Approval (per Section 114-291) 7 []
Zoning Certificate of Occupancy (per Section 114-292) na []
Variance (per Section 114-293) (Requires site plan) 8 []
Ordinance Interpretation (per Section 114-294) 9 []
Appeal of Zoning Decision (per Section 114-295) 10 []
Creation of Planned Development District (per Section 114-296) 11 []
Other Permits/Licenses (D.P.W./Fire/Clerk) 12 []

VI. CERTIFICATION BY APPLICANT AND PROPERTY OWNER

I (We) hereby certify that the above and foregoing information, including any information on attached forms, documents or drawings submitted herewith, is true and correct. I (We) understand that the work proposed to be performed and the improvements proposed to be installed pursuant to this application, may not be commenced until an appropriate permit for such work and improvement has been issued by the City. I (We) understand that all work performed and improvements installed pursuant to this application, must conform with all applicable City Ordinances, State Building Codes, and the specific terms and conditions of the permit granted. I (We) understand that the submission of false or misleading information on this Application, or on the forms, documents or drawings submitted herewith, shall justify rejection of this application by the City, forfeiture of the fees paid herewith, and rejection of any future application to the City for the project which is the subject of this application.

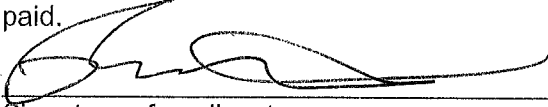
 _____
Signature of applicant Date 10-15-24

Signature of Property Owner (if different from Applicant) Date

VII. AGREEMENT REGARDING PAYMENT OF REIMBURSABLE COSTS

1. The undersigned acknowledge that he/she/they have read the Ordinance 114-301(d), and understand and agree that he/she/they are the "applicant" as referred to in said Ordinance, and do hereby agree to comply with said Ordinance.
2. The undersigned agree that the submittal of this Application shall constitute an acknowledgment and agreement by the undersigned to pay the Reimbursable Costs referred to in Ordinance 114-301(d). These costs may include the cost of time spent by the City Staff and the Fees of Engineers, Architects, Landscape Architects, Urban Planners, Attorneys, Accounts, or other professional consultants used to review and evaluate the Application, and to meet with the Applicant, to review and evaluate the Site Plan, and to meet with the Developer, to meet with the Plan Commission, and to assist the City in all aspects of review and action upon the development proposed by the Site Plan.
3. The Undersigned agrees to pay these Reimbursable Costs as follows:
 - (a) In advance, such amounts as may be requested by the City, and
 - (b) Within ten (10) days of receipt of a bill(s) from the City, such additional amounts as may be requested by the City.

The City may delay acceptance or approval of any application, or may delay any required hearing or interim administrative action on any application, until such time as such costs are paid.

 _____
Signature of applicant Date 10-15-24

Signature of property owner (if different from applicant) Date

JUNEAU COUNTY CERTIFIED SURVEY MAP

BEING LOT 25, ASSESSOR'S PLAT NO. 4 AND UNPLATTED LANDS LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 7, TOWNSHIP 15 NORTH, RANGE 4 EAST OF THE 4TH PRINCIPAL MERIDIAN, CITY OF MAUSTON, JUNEAU COUNTY, WISCONSIN.

INTENT OF SURVEY:
A SURVEY AND DIVISION OF LANDS AS DESCRIBED IN DOCUMENT NUMBERS 725056 AND 741274.

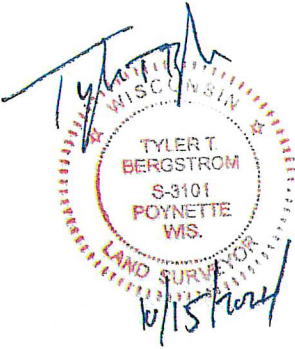
BEARING REFERENCE:
GRID NORTH AS REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM JUNEAU COUNTY - NAD83(11)
THE NORTH LINE OF THE SOUTHEAST QUARTER BEARS S89°35'45"E

OWNER:
BLACK HAWK INVESTMENTS, LLC
658 ROOSEVELT STREET
MAUSTON, WI 53948

SURVEYED BY:
TYLER T. BERGSTROM
BERGSTROM LAND SURVEYING, LLC
N4946 BEACH GARDEN ROAD
POYNETTE, WI 53955
608-745-2342

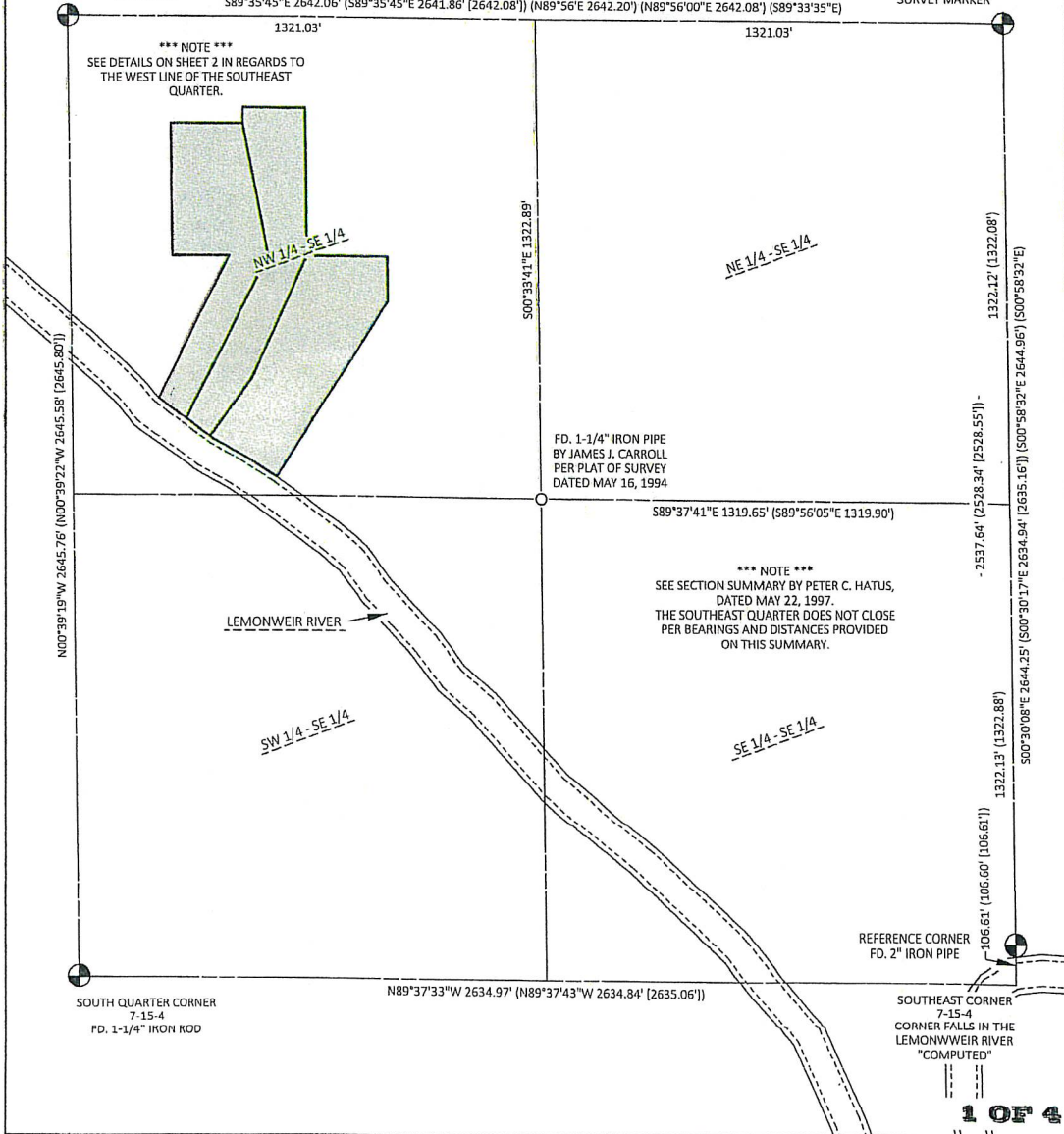


0 200 400
SCALE: 1" = 400'



CENTER QUARTER CORNER
7-15-4
FD. PK NAIL

NORTHEAST CORNER
7-15-4
FD. BERNTSEN COPPER
SURVEY MARKER



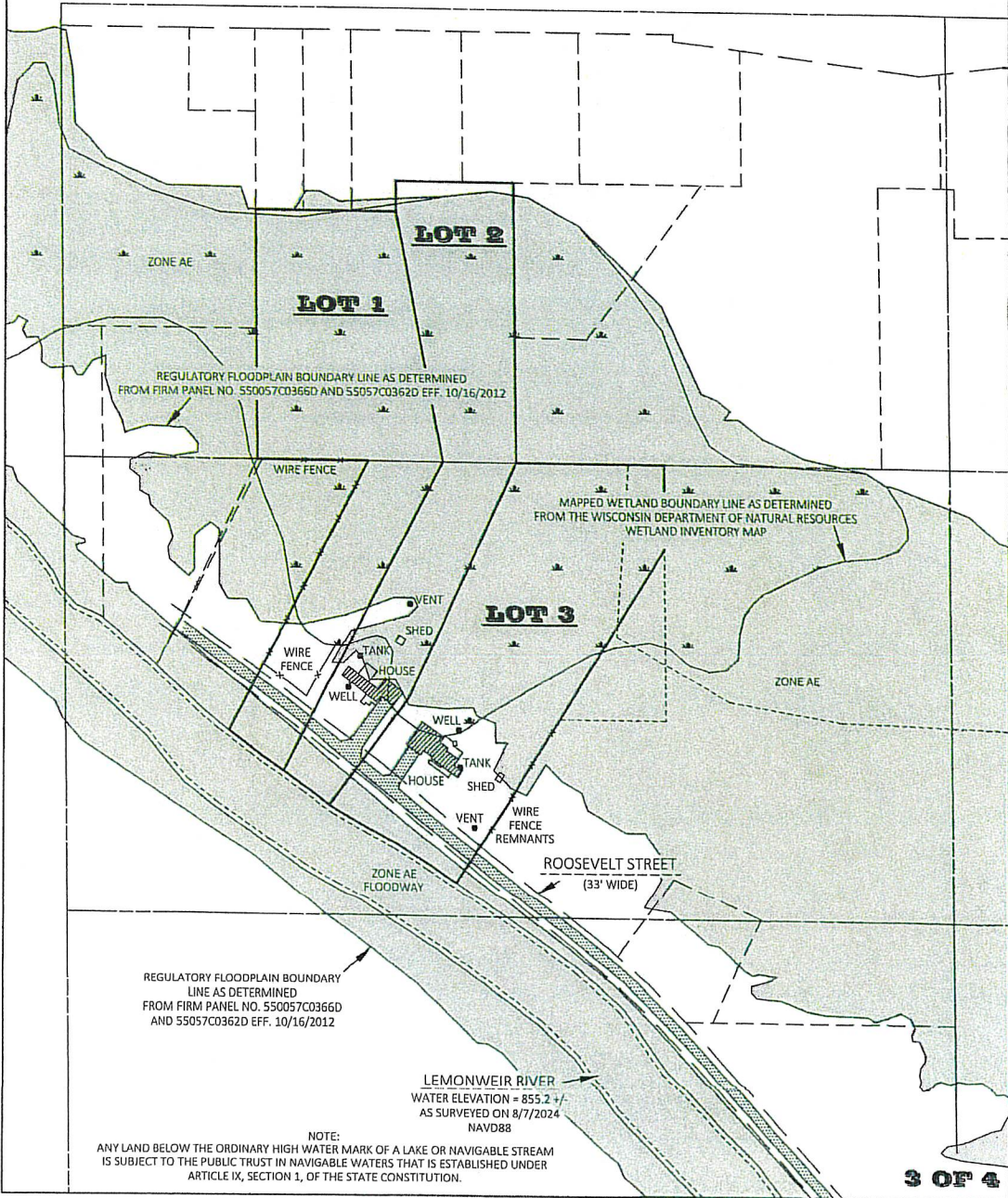


JUNEAU COUNTY CERTIFIED SURVEY MAP

BEING LOT 25, ASSESSOR'S PLAT NO. 4 AND UNPLATTED LANDS LOCATED IN THE
NORTHWEST QUARTER OF THE SOUTHEAST QUARTER,
SECTION 7, TOWNSHIP 15 NORTH, RANGE 4 EAST OF THE 4TH PRINCIPAL MERIDIAN,
CITY OF MAUSTON, JUNEAU COUNTY, WISCONSIN.



Tyler T. Bergstrom
WISCONSIN
TYLER T. BERGSTROM
S-3101
POYNETTE
WIS.
SURVEYOR



**JUNEAU COUNTY
CERTIFIED SURVEY MAP**

BEING LOT 25, ASSESSOR'S PLAT NO. 4 AND UNPLATTED LANDS LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 7, TOWNSHIP 15 NORTH, RANGE 4 EAST OF THE 4TH PRINCIPAL MERIDIAN, CITY OF MAUSTON, JUNEAU COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

I, TYLER T. BERGSTROM, PROFESSIONAL LAND SURVEYOR IN THE STATE OF WISCONSIN, DO HEREBY CERTIFY THAT BY THE ORDER OF BLACK HAWK INVESTMENTS LLC, I HAVE SURVEYED, MONUMENTED, MAPPED AND DIVIDED LOT 25, ASSESSOR'S PLAT NO. 4 AND UNPLATTED LANDS LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 7, TOWNSHIP 15 NORTH, RANGE 4 EAST OF THE 4TH PRINCIPAL MERIDIAN, CITY OF MAUSTON, JUNEAU COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 7;
THENCE S00°36'18"E, ALONG THE MONUMENTED WEST LINE OF THE SOUTHEAST QUARTER, A DISTANCE OF 661.43 FEET;
THENCE S89°35'45"E, ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 289.50 FEET TO THE SOUTHWEST CORNER OF LOT 25 OF ASSESSOR'S PLAT NO. 4 AND THE POINT-OF-BEGINNING;
THENCE N00°36'18"W, ALONG THE EAST LINE OF UNPLATTED LANDS BY HADAC AS DESCRIBED IN DOCUMENT NUMBER 737741 AND THE EAST LINE OF LOT 19 OF ASSESSOR'S PLAT NO. 4, A DISTANCE OF 364.55 FEET TO THE SOUTHWEST CORNER OF LOT 21 OF ASSESSOR'S PLAT NO. 4;
THENCE S89°35'48"E, ALONG THE SOUTH LINE OF LOTS 21, 22 AND 23 OF ASSESSOR'S PLAT NO. 4, A DISTANCE OF 209.50 FEET;
THENCE N00°36'18"W, ALONG THE SOUTH LINE OF SAID LOT 23, A DISTANCE OF 43.70 FEET;
THENCE S89°35'48"E, ALONG SAID LOT 23 AND LOT 24 OF ASSESSOR'S PLAT NO. 4, A DISTANCE OF 175.41 FEET TO THE NORTHWEST CORNER OF LOT 26 OF ASSESSOR'S PLAT NO. 4;
THENCE S00°42'22"E, ALONG THE WEST LINE SAID LOT 26 AND THE WEST LINE OF LOT 27 OF ASSESSOR'S PLAT NO. 4, A DISTANCE OF 408.27 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER;
THENCE S89°35'45"E, A DISTANCE OF 221.67 FEET TO THE NORTHWEST CORNER OF UNPLATTED LANDS BY KARBOWSKI AS DESCRIBED IN DOCUMENT NUMBER 749666, SAID POINT BEING N89°35'45"W, A DISTANCE OF 423.72 FEET FROM THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER;
THENCE S00°33'41"E, PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER ALONG THE WEST LINE OF LANDS BY KARBOWSKI AND, A DISTANCE OF 121.00 FEET;
THENCE S32°02'45"W, ALONG THE WEST LINE OF LANDS BY KARBOWSKI, A DISTANCE OF 293.90 FEET;
THENCE S32°54'15"W, ALONG THE WEST LINE OF LANDS BY KARBOWSKI, A DISTANCE OF 250.32 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ROOSEVELT STREET AND THE BEGINNING OF A MEANDER LINE OF THE LEMONWEIR RIVER, SAID POINT BEING N32°54'15"E, A DISTANCE OF 32 FEET MORE OR LESS FROM THE WATERS EDGE;
THENCE N51°11'36"W, ALONG SAID RIGHT-OF-WAY LINE AND SAID MEANDER LINE, A DISTANCE OF 187.35 FEET;
THENCE N54°08'11"W, ALONG SAID RIGHT-OF-WAY LINE AND SAID MEANDER LINE, A DISTANCE OF 29.16 FEET;
THENCE CONTINUING N54°08'11"W, ALONG SAID RIGHT-OF-WAY LINE AND SAID MEANDER LINE, A DISTANCE OF 94.45 FEET;
THENCE CONTINUING N54°08'11"W, ALONG SAID RIGHT-OF-WAY LINE AND SAID MEANDER LINE, A DISTANCE OF 99.99 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF CERTIFIED SURVEY MAP NUMBER 1114 AND THE END OF SAID MEANDER LINE, SAID POINT BEING N27°45'31"E, A DISTANCE OF 65 FEET MORE OR LESS FROM THE WATERS EDGE;
THENCE N27°45'31"E, ALONG THE SOUTHEASTERLY LINE OF CERTIFIED SURVEY MAP NUMBER 1114, A DISTANCE OF 378.54 FEET TO THE NORTHEAST CORNER THEREOF, SAID POINT BEING ON THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER;
THENCE N89°35'45"W, ALONG THE NORTH LINE OF CERTIFIED SURVEY MAP NUMBER 1114 AND THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 165.66 FEET TO THE POINT-OF-BEGINNING.

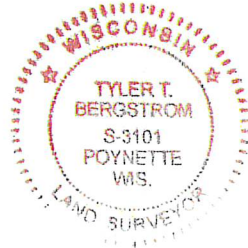
CONTAINING 8.51 ACRES OR (370,812 Sq. Ft.) MORE OR LESS, AND INCLUDES ALL LANDS LYING BETWEEN THE ABOVE DESCRIBED MEANDER LINE AND THE WATERS EDGE OF THE LEMONWEIR RIVER, ALL LANDS BEING SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS RECORDED OR UNRECORDED, AND FURTHER BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER AND ABOVE THOSE LANDS LYING BETWEEN THE ORDINARY HIGH WATER MARK AND THE WATERS EDGE OF THE LEMONWEIR RIVER.

I DO FURTHER CERTIFY THAT THIS CERTIFIED SURVEY MAP IS A TRUE AND CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATE STATUTES AND THE CODE OF ORDINANCES OF THE CITY OF MAUSTON, TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Tyler T. Bergstrom

TYLER T. BERGSTROM / (608)-745-2342
PROFESSIONAL LAND SURVEYOR NO. S-3101
DATED:

10/15/2024



CITY OF MAUSTON APPROVAL:

RESOLVED THAT THIS CERTIFIED SURVEY MAP IN THE CITY OF MAUSTON IS HEREBY APPROVED.

THIS _____ DAY OF _____, 2024.

ALLISON SCHWARK, ZONING ADMINISTRATOR

State Bar of Wisconsin Form 3-2003
QUIT CLAIM DEED

Document Number

Document Name

DOCUMENT # 741274

RECORDED
December 07, 2020 3:10 PM
STACY D. HAVILL
REGISTER OF DEEDS
JUNEAU CO., WI
FEE AMOUNT: \$30.00
EXEMPT: 77.25 (2)
TOTAL PAGES: 1

BY THIS DEED, made between Juneau County, a Wisconsin body corporate, ("Grantor"), and Blackhawk Investments, LLC, as sole owner ("Grantee"), Grantor quit claims to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Juneau County, State of Wisconsin:

Lot Twenty-Five (25), Assessor's Plat No. 4, in the City of Mauston, County of Juneau, State of Wisconsin.

Name and Return Address:

Blackhawk Investments, LLC
W2267 Evergreen Lane
Lyndon Station, WI 53944

292510294.050

Parcel Identification Number

This is not homestead property.

Send tax bills to: Blackhawk Investments, LLC
W2267 Evergreen Lane
Lyndon Station, WI 53944

Exempt pursuant to Section 77.25(2), Stats.

Dated December 7, 2020

JUNEAU COUNTY, WISCONSIN

By:

Terri L. Treptow
* Terri L. Treptow, Juneau County Clerk



AUTHENTICATION

Signature(s) _____

authenticated on _____

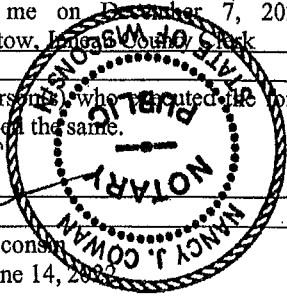
ACKNOWLEDGMENT

STATE OF WISCONSIN)
Juneau) ss. COUNTY)

Personally came before me on December 7, 2020 the above-named Terri L. Treptow, Juneau County Clerk

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Nancy J. Cowan
*Nancy J. Cowan
Notary Public, State of Wisconsin
My Commission expires June 14, 2022



*
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

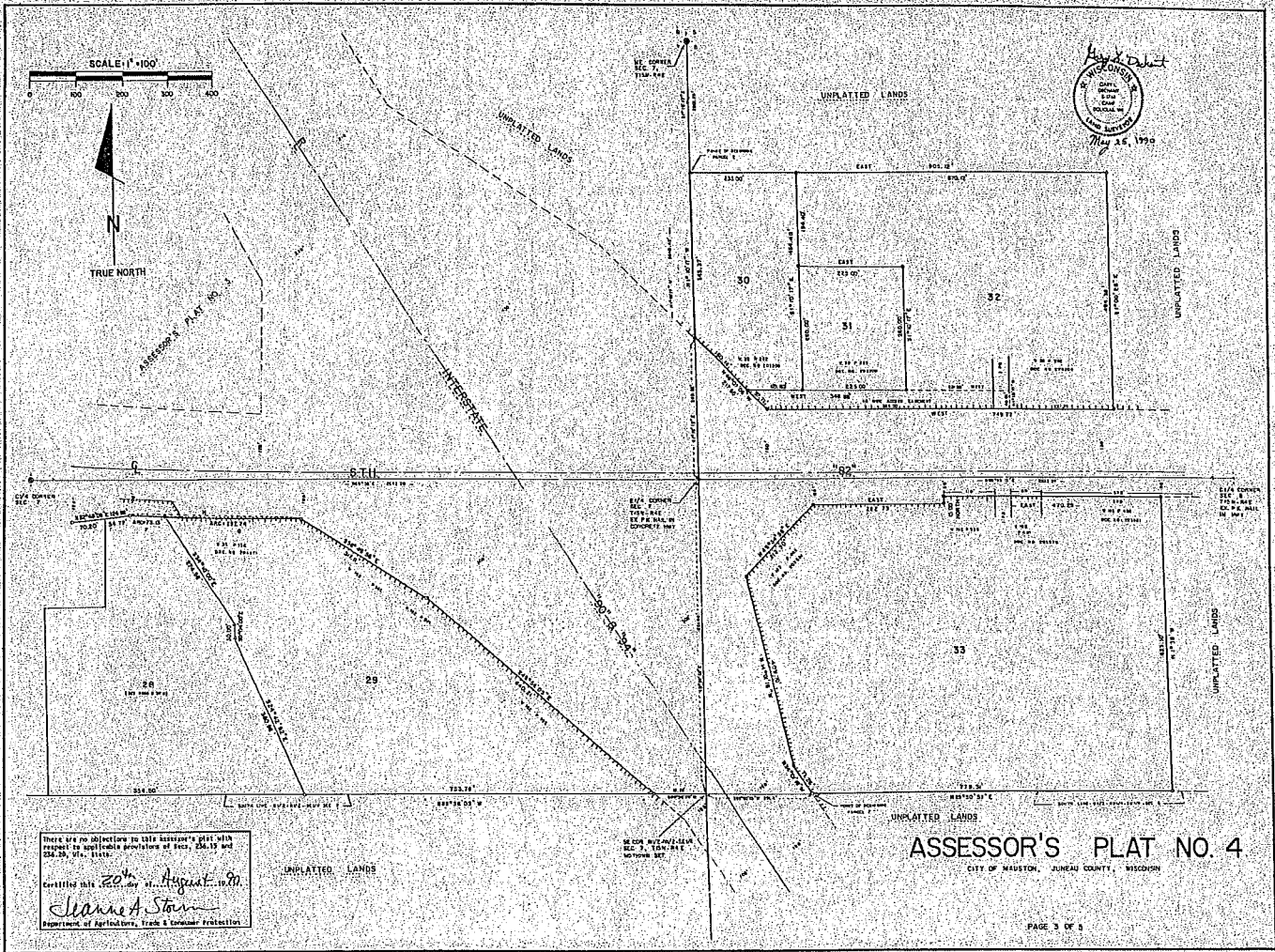
THIS INSTRUMENT DRAFTED BY:

Attorney David E. Lasker

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.
QUIT CLAIM DEED © 2003 STATE BAR OF WISCONSIN FORM NO. 3-2003

* Type name below signatures.



SPECIAL WARRANTY DEED

DOCUMENT # 725056
RECORDED 04-13-2018 at 02:26 PM
STACY D. HAVILL, REGISTER OF DEEDS
JUNEAU CO., WI
FEE AMOUNT: \$30.00
TRANSFER FEE: \$152.70

TOTAL PAGES: 2
DOCUMENT HAS BEEN ELECTRONICALLY RECORDED

This Deed, made between **BMO Harris Bank, N.A.**, Grantor, and **Black Hawk Investments LLC**, Grantees,

Witnesseth, That the said Grantor, for a valuable consideration, conveys to Grantees the following described real estate, together with the rents, profits, fixtures and other appurtenant interests in Juneau County, State of Wisconsin:

RETURN TO:
Black Hawk Invest.
W2267 Evergreen Ln
Hyndon Station, WI
53544

Tax Key No. 292511669

See attached page for legal description


This is not homestead property.

Grantor warrants that the title to the property is good, indefeasible, in fee simple, and free and clear of encumbrances arising by, through, or under grantor except: municipal and zoning ordinances, recorded easements for public utilities serving the property, recorded building and use restrictions and covenants, and general taxes.

Dated: MARCH 27, 2018.

BMO Harris Bank, N.A.

_____(SEAL)
* _____
_____(SEAL)
* _____

BY:  _____ (SEAL)
* Steven Stampler
ATTEST: Melissa Whitehaus (SEAL)
* Melissa Whitehaus

AUTHENTICATION

Signature(s) _____

authenticated this _____ day of _____, 200__.

*
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by §706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY
Steven W. Moglowsky
Bass & Moglowsky S.C.

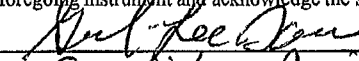
ACKNOWLEDGEMENT

STATE OF Wisconsin }
Waukesha County } ss.

Personally came before me on
MARCH 27, 2018, the above-named:

Steven Stampler
Melissa Whitehaus

to me known to be the persons who executed the foregoing instrument and acknowledge the same.


* Gundi Lee Davis

Notary Public, Waukesha County, Wisconsin

My Commission is permanent, or expires: 5-25-21

GUNDI LEE DAVIS
NOTARY PUBLIC
STATE OF WISCONSIN

All that part of the South Half of the Northwest Quarter of the Southeast Quarter (S 1/2 NW 1/4 SE 1/4) North of the Lemonweir River in Section Seven (7), Township Fifteen 15) North, Range Four (4) East, City of Mauston, Juneau County, Wisconsin, described as follows; Commencing at a point on the South line of said South Half of the Northwest Quarter of the Southeast Quarter (S 1/2 NW 1/4 SE 1/4), thence North Thirty degrees and Thirty minutes East twenty (20) rods to the Northwest corner of the land conveyed by Deed recorded in Volume 92 of Deeds, Page 270, Juneau County, Wisconsin, thence Northeasterly a distance of Two Hundred Eighty-five (285) feet to a point which is One hundred Twenty-one (121) feet South, and twenty-five (25) rods Seventeen (17) links West of a point on the East line of said Quarter Quarter Section Forty (40) rods North of the Southeast corner thereof; thence North One-hundred Twenty-one (121) feet to the South line of land owned by W.F. Armstrong on March 21, 1904; thence West on said West line to a point Seventeen and a half (17 1/2) rods East of the West line of the aforesaid Quarter Quarter Section; thence Southwesterly along the East line of lands conveyed by S. Swetland to Butler as recorded in Volume 58 of Deeds, Page 111, Juneau County, Wisconsin, to the Lemonweir River; thence Southeasterly along said Lemonweir River to the place of beginning, EXCEPT for lands at Volume 4 of Certified Survey Map No. 1114, Page 230. Recorded January 7, 1987, As Document No. 288336.

**CITY OF MAUSTON
NOTICE OF PUBLIC HEARING**

ZONING MAP AMENDMENT

Notice is hereby given that a public hearing will be held before the Plan Commission of the City of Mauston on November 20, 2024, at 6:30 P.M. or soon thereafter as the matter may be heard in the Council Chambers, City Administration Offices, 303 Mansion Street, Mauston, WI for the purpose of hearing all interested parties, their attorneys or agents with respect to the application submitted by Rick Dorrington/Black Hawk Investments, for a rezone request from PB, Planned Business to SR3, Single Family Residential. The property is more precisely identified by the following tax parcel ID number:

292510294.050

The City of Mauston will attempt to accommodate anyone with special needs if requests are made a sufficient time in advance. The City Clerk can be reached at: 608-847-6676.

Dated this 23rd day of October 2024.

Allison Schwark
Zoning Administrator

Publish 2x: 10/31/24 & 11/07/24
Juneau County Star-Times

mailed 10/29/24

CITY OF MAUSTON
303 MANSION ST
MAUSTON, WI 53948-1329

Receipt Nbr: 3
Date: 10/29/2024
Check
Section 3, Item a.

RECEIVED FROM BUILDING & ZONING PERMITS \$250.00

<u>Type of Payment</u>	<u>Description</u>	<u>Amount</u>
Accounting	Account Nbr: 100-00-44400-000-000 Bldg & Zoning Permit Blackhawk 29251294.050 chk12414	250.00
TOTAL RECEIVED		250.00

Receipt Memo: Blackhawk 29251294.050 chk12414

CHAPTER 114 ZONING APPLICATION FORM

I. APPLICANT INFORMATION

Name: JOSH DAVISON, OLIVER CONSTRUCTION CO.
 Address: 1770 EXECUTIVE DR, OCONOMOWOC, WI, 53066
 Telephone: (262) 567-6677 Fax: _____

II. PROPERTY OWNER INFORMATION (if different from Applicant)

Name: KURT WAGNER, MASTERMOLD REAL ESTATE LLC
 Address: PO BOX 468, JOHNSON CREEK, WI, 53088
 Telephone: (262) 567-6677 Fax: _____

III. CONSULTANT(S) INFORMATION (Applicant's Architect, Engineer, Developer, Builder)
 (Attach additional sheets if necessary)

Name: OLIVER CONSTRUCTION CO.
 Address: 1770 EXECUTIVE DR, OCONOMOWOC, WI, 53066
 Telephone: (262) 567-6677 Fax: _____
 State License/Certification #: _____ Expiration Date: _____

IV. PROPERTY INFORMATION


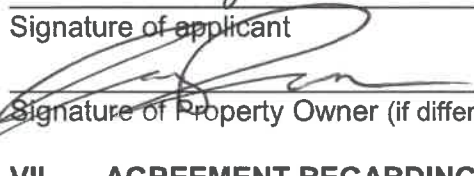
Address: 141 ENSCH ST
 Tax Parcel #: 29251256 Attach a copy of the Owner's deed to the property.
Approximate Cost of Project: 3,207,775

V. ZONING APPLICATION (Check the type(s) of application(s) you are submitting)
 (Refer to Zoning Ordinance Chapter 114, Article. VIII: Procedures and Administration, for details)

	(Checklist No.)
Amendment of Zoning Regulations (per Section 114-285)	1 <input type="checkbox"/>
Amendment to the Official Zoning Maps (per Section 114-286)	2 <input type="checkbox"/>
Zoning Permit for (check as appropriate)	
Permitted Use (per Section 114-287) (May require site plan)	3 <input type="checkbox"/>
Conditional Use (per Section 114-288) (Requires site plan)	4 and 7 <input checked="" type="checkbox"/>
Temporary Use (per Section 114-289)	5 <input type="checkbox"/>
Sign Permit (per Section 114-290)	6 <input type="checkbox"/>
Site Plan Approval (per Section 114-291)	7 <input type="checkbox"/>
Zoning Certificate of Occupancy (per Section 114-292)	na <input type="checkbox"/>
Variance (per Section 114-293) (Requires site plan)	8 <input type="checkbox"/>
Ordinance Interpretation (per Section 114-294)	9 <input type="checkbox"/>
Appeal of Zoning Decision (per Section 114-295)	10 <input type="checkbox"/>
Creation of Planned Development District (per Section 114-296)	11 <input type="checkbox"/>
Other Permits/Licenses (D.P.W./Fire/Clerk)	12 <input type="checkbox"/>

VI. CERTIFICATION BY APPLICANT AND PROPERTY OWNER


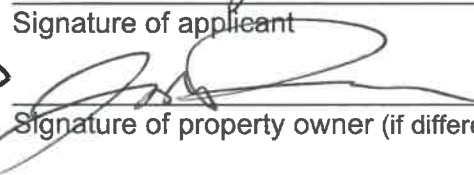
I (We) hereby certify that the above and foregoing information, including any information on attached forms, documents or drawings submitted herewith, is true and correct. I (We) understand that the work proposed to be performed and the improvements proposed to be installed pursuant to this application, may not be commenced until an appropriate permit for such work and improvement has been issued by the City. I (We) understand that all work performed and improvements installed pursuant to this application, must conform with all applicable City Ordinances, State Building Codes, and the specific terms and conditions of the permit granted. I (We) understand that the submission of false or misleading information on this Application, or on the forms, documents or drawings submitted herewith, shall justify rejection of this application by the City, forfeiture of the fees paid herewith, and rejection of any future application to the City for the project which is the subject of this application.

	11/13/2024
Signature of applicant	Date
	11/13/24
Signature of Property Owner (if different from Applicant)	Date

VII. AGREEMENT REGARDING PAYMENT OF REIMBURSABLE COSTS

1. The undersigned acknowledge that he/she/they have read the Ordinance 114-301(d), and understand and agree that he/she/they are the "applicant" as referred to in said Ordinance, and do hereby agree to comply with said Ordinance.
2. The undersigned agree that the submittal of this Application shall constitute an acknowledgment and agreement by the undersigned to pay the Reimbursable Costs referred to in Ordinance 114-301(d). These costs may include the cost of time spent by the City Staff and the Fees of Engineers, Architects, Landscape Architects, Urban Planners, Attorneys, Accounts, or other professional consultants used to review and evaluate the Application, and to meet with the Applicant, to review and evaluate the Site Plan, and to meet with the Developer, to meet with the Plan Commission, and to assist the City in all aspects of review and action upon the development proposed by the Site Plan.
3. The Undersigned agrees to pay these Reimbursable Costs as follows:
 - (a) In advance, such amounts as may be requested by the City, and
 - (b) Within ten (10) days of receipt of a bill(s) from the City, such additional amounts as may be requested by the City.

The City may delay acceptance or approval of any application, or may delay any required hearing or interim administrative action on any application, until such time as such costs are paid.

	11/13/24
Signature of applicant	Date
	11/13/24
Signature of property owner (if different from applicant)	Date

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON October 28, 2024 [DATE] IS (AGENT OF BUYER)
2 (~~AGENT OF SELLER/LISTING FIRM~~) (~~AGENT OF BUYER AND SELLER~~) **STRIKE THOSE NOT APPLICABLE**

3 The Buyer, Mastermold LLC
4 offers to purchase the Property known as The east 30' of parcels 292511477.01
5 & 292511476.04 to the west of #292511256 as highlighted in addendum A
6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 655-660, or attach
7 as an addendum per line 682] in the City of Mauston, County
8 of Juneau Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is One
10 Dollars (\$ 1.00).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date
12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items:

14 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included
15 or not included. Annual crops are not part of the purchase price unless otherwise agreed.**

16 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
17 lines 12-13) and the following:

19 **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented
20 and will continue to be owned by the lessor.**

21 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be
22 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
23 to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not
24 limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations
25 and docks/piers on permanent foundations.

26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 655-660 or in
27 an addendum per line 682.**

28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
29 on or before December 31, 2024.

30 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.
31 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

32 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
33 copies of the Offer.

34 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term
35 Deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

36 **CLOSING** This transaction is to be closed on January 31, 2025
37

38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,
39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

40 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently
41 verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real
42 estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money
43 transfer instructions.**

44 **EARNEST MONEY**
45 ~~■ EARNEST MONEY of \$ _____ accompanies this Offer.~~

46 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.
47 ~~■ EARNEST MONEY of \$ _____ will be mailed, or commercially, electronically~~

48 or personally delivered within _____ days ("5" if left blank) after acceptance.
49 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as _____)

50 **STRIKE THOSE NOT APPLICABLE**
51 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

52 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an
53 attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special
54 disbursement agreement.**

55 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

56 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted
 57 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
 58 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
 59 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
 60 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
 61 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
 62 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
 63 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
 64 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
 65 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
 66 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

67 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties
 68 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
 69 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
 70 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
 71 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
 72 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
 73 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
 74 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
 75 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
 76 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

77 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
 78 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in
 79 this Offer except:

80 _____ . If "Time is of the Essence" applies to a date or Deadline,
 81 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
 82 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

83 **VACANT LAND DISCLOSURE REPORT** Wisconsin law requires owners of real property that does not include any
 84 buildings to provide Buyers with a Vacant Land Disclosure Report. Excluded from this requirement are sales exempt from
 85 the real estate transfer fee and sales by certain court-appointed fiduciaries, for example, personal representatives, who
 86 have never occupied the Property. The form of the Report is found in Wis. Stat. § 709.033. The law provides: "§ 709.02
 87 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale . . . , to
 88 the prospective buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report
 89 within the 10 days may, within 2 business days after the end of that 10-day period, rescind the contract of sale . . . by
 90 delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if
 91 a Vacant Land Disclosure Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is
 92 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding
 93 rescission rights.

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
 95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in
 96 Seller's Vacant Land Disclosure Report dated _____ , which was received by Buyer prior to Buyer
 97 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
 98 and _____

99 _____
 100 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

- 101 "Conditions Affecting the Property or Transaction" are defined to include:
- 102 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.
 - 103 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value
 104 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
 - 105 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other
 106 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum
 107 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup
 108 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.
 - 109 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface
 110 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous
 111 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other
 112 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil
 113 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.
 - 114 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.
 - 115 f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead,

- 116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine
117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas
118 lines located on but not directly serving the Property. Section 4, Item a.
- 119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
120 substances on neighboring properties.
- 121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or
123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but
124 that are not closed or abandoned according to applicable regulations.
- 125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic
system serving the Property not closed or abandoned according to applicable regulations.
- 127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or
128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel
129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may
130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;
131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department
132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use
133 or not. Department regulations may require closure or removal of unused tanks.)
- 134 k. Existing or abandoned manure storage facilities located on the property.
- 135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;
136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special
137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.
- 138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special
139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division
140 involving the Property without required state or local permits.
- 141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit
142 and there are common areas associated with the Property that are co-owned with others.
- 143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,
144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan
145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that
146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the
147 county.
- 148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning
149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation
150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated
151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization
152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or
153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-
154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements
155 other than recorded utility easements.
- 156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment
157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop
159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
162 similar group of which the Property owner is a member.
- 163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but
165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,
166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of
167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.
- 168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an
169 existing condition.
- 170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting
171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.
- 173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.
- 174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or
175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.
- 176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other
177 Defect or material condition.

178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.

179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(c).

180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a

181 lease agreement or an extension of credit from an electric cooperative.

182 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days ("15" if left blank) after acceptance

183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,

184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation

185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,

186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with

187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This

188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice

189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or

190 payback obligation.

191 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such**

192 **programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program**

193 **such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not**

194 **continued after sale. The Parties agree this provision survives closing.**

195 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)

196 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive

197 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders

198 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the

199 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the

200 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL

201 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan

202 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,

203 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program

204 and may result in the assessment of penalties. For more information call the local DNR forester or visit

205 <https://dnr.wisconsin.gov/topic/forestry> .

206 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that

207 would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural

208 land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge.

209 To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's

210 Equalization Bureau or visit <http://www.revenue.wi.gov/> .

211 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such

212 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the

213 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or

214 visit <http://www.datcp.state.wi.us/> for more information.

215 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.

216 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant

217 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as

218 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.

219 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service

220 Agency office or visit <http://www.fsa.usda.gov/> .

221 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with

222 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000

223 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards

224 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that

225 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must

226 conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/> .

227 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland

228 zoning restrictions, if any.

229 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares

230 where one or both of the properties is used and occupied for farming or grazing purposes.

231 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**

232 **occupied for farming or grazing purposes.**

233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,

234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely

235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning

236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses

237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,

238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental

239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the

240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain

241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 682).

242 Buyer should review any plans for development or use changes to determine what issues should be added
243 contingencies.

244 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
245 documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on
246 lines 256-281 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers: (1)
247 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
248 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
249 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
250 checked at lines 256-281.

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of: _____
252 _____
253 _____

254 _____ **[insert proposed use**
255 **and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to**
256 **purchase, e.g. 1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].**

256 **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
257 251-255.

258 **SUBSOILS:** Written evidence from a qualified soils expert that the Property is free of any subsoil condition that
259 would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such
260 development.

261 **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a
262 certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
263 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of
264 the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of
265 the following POWTS that is approved by the State for use with the type of property identified at lines 251-255 **CHECK**
266 **ALL THAT APPLY** conventional in-ground; mound; at grade; in-ground pressure distribution; holding
267 tank; other: _____

268 **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions
269 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
270 significantly delay or increase the costs of the proposed use or development identified at lines 251-255.

271 **APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the
272 granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items
273 related to Buyer's proposed use: _____
274 _____

275 **UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at
276 the lot line, across the street, etc.) **CHECK AND COMPLETE AS APPLICABLE** :

277 electricity _____ ; gas _____ ; sewer _____ ;
278 water _____ ; telephone _____ ; cable _____ ;
279 other _____

280 **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public
281 roads.

282 **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) **STRIKE ONE** ("Buyer" if neither
283 stricken) obtaining the following, including all costs: a **CHECK ALL THAT APPLY** rezoning; conditional use permit;
284 variance; other _____ for the Property for its proposed use described at lines 251-255.

285 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of
286 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

287 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller
288 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by
289 a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) **STRIKE ONE**

290 ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____
291 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the
292 Property, the location of improvements, if any, and: _____
293 _____

294 _____ **STRIKE AND COMPLETE AS APPLICABLE** Additional map features that may
295 be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
296 dimensions; total acreage or square footage; easements or rights-of-way.

297 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required**
298 **to obtain the map when setting the deadline.**

299 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
300 to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially
301 inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of
302 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to

Section 4, Item a.

303 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer de
304 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

305 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a
306 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing
307 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel
308 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or
309 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's
310 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the
311 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise
312 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

313 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of**
314 **the test (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any**
315 **other material terms of the contingency.**

316 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
317 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to
318 Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution that may be required to be
319 reported to the Wisconsin Department of Natural Resources.

320 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

321 (1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date
322 on line 1 of this Offer that discloses no Defects.

323 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an
324 inspection of _____

325 _____ (list any Property component(s)
326 to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

327 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided
328 they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent
329 inspector or independent qualified third party.

330 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

331 **CAUTION: Buyer should provide sufficient time for the Property inspection and/or any specialized inspection(s),**
332 **as well as any follow-up inspection(s).**

333 This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) after acceptance, delivers
334 to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the
335 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

336 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

337 For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent
338 of which Buyer had actual knowledge or written notice before signing this Offer.

339 **NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the**
340 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
341 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
342 **of the premises.**

343 **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure the Defects.

344 If Seller has the right to cure, Seller may satisfy this contingency by:

345 (1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects
346 stating Seller's election to cure Defects;

347 (2) curing the Defects in a good and workmanlike manner; and

348 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

349 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

350 (1) Seller does not have the right to cure; or

351 (2) Seller has the right to cure but:

352 (a) Seller delivers written notice that Seller will not cure; or

353 (b) Seller does not timely deliver the written notice of election to cure.

354 **IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.**

355 **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
356 _____ [loan type or specific lender, if any] first mortgage loan commitment as described

357 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$
358 _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial

359 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's
360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance

361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
362 to pay discount points in an amount not to exceed _____ % ("0" if left blank) of the loan. If Buyer is using multiple loan

363 sources or obtaining a construction loan or land contract financing, describe at lines 655-660 or in an addendum
364 per line 682. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly
365 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow
366 lender's appraiser access to the Property.

367 ■ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise
368 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments
369 shall be adjusted as necessary to maintain the term and amortization stated above.

370 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.**

371 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

372 **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate
373 shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if
374 left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment.
375 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if
376 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

377 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer
378 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.

379 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment
380 (even if subject to conditions) that is:

- 381 (1) signed by Buyer; or
- 382 (2) accompanied by Buyer's written direction for delivery.

383 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy
384 this contingency.

385 **CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to
386 provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment
387 Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**

388 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 357.
389 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
390 written loan commitment from Buyer.

391 ■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this
392 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall
393 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of
394 unavailability.

395 **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

- 396 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394; or
- 397 (2) the Deadline for delivery of the loan commitment on line 357,

398 to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same
399 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.

400 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to
401 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit
402 worthiness for Seller financing.

403 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within _____ days ("7" if left blank) after
404 acceptance, Buyer shall deliver to Seller either:

- 405 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at
406 the time of verification, sufficient funds to close; or
- 407 (2) _____

408 _____ [Specify documentation Buyer agrees to deliver to Seller].

409 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written
410 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain
411 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's
412 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject
413 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of
414 access for an appraisal constitute a financing commitment contingency.

415 **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised
416 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
417 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than
418 the agreed upon purchase price.

419 This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy
420 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting
421 to the appraised value.

422 ■ **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.

423 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase
424 price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal

425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment
426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

427 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
428 appraisal report and:

- 429 (1) Seller does not have the right to cure; or
- 430 (2) Seller has the right to cure but:
 - 431 (a) Seller delivers written notice that Seller will not adjust the purchase price; or
 - 432 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
433 report.

434 **NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.**

435 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of
436 Buyer's property located at _____
437 no later than _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall
438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a
439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close
440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of
441 bridge loan shall not extend the closing date for this Offer.

442 **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another
443 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within _____ hours ("72" if
444 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

- 445 (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;
- 446 (2) Written waiver of _____ (name other contingencies, if any); and
- 447
- 448 (3) Any of the following checked below:
 - 449 Proof of bridge loan financing.
 - 450 Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide
451 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

452 Other: _____
453 _____
454 [insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

455 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon
456 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer
457 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other
458 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to
459 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7"
460 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this
461 Offer becomes primary.

462 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may
463 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time
464 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) ("Buyer" if neither is
465 stricken).

466 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
467 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners
468 association assessments, fuel and _____.

469 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

470 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

471 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA** :

- 472 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
473 taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE
474 APPLIES IF NO BOX IS CHECKED.
- 475 Current assessment times current mill rate (current means as of the date of closing).
- 476 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
477 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).
- 478

479 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
480 **substantially different than the amount used for proration especially in transactions involving new construction,**
481 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local**
482 **assessor regarding possible tax changes.**

483 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
484 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5

485 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The
486 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
487 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

488 **TITLE EVIDENCE**

489 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
490 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
491 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
492 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
493 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land
494 Disclosure Report and in this Offer, general taxes levied in the year of closing and _____

495 _____ (insert other allowable exceptions from title, if
496 any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute
497 the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

499 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements
500 may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates
501 making improvements to Property or a use other than the current use.**

502 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of
503 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall
504 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's
505 lender and recording the deed or other conveyance.

506 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
507 ~~STRIKE ONE~~ ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
508 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
509 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or
510 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516-
511 523).

512 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
513 or Buyer not more than _____ days after acceptance ("15" if left blank), showing title to the Property as of a date no more
514 than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be
515 paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

516 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
517 objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
518 such event, Seller shall have _____ days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
519 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
520 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
521 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
522 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
523 extinguish Seller's obligations to give merchantable title to Buyer.

524 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
525 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments
526 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
527 describing the planned improvements and the assessment of benefits.

528 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special
529 charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are
530 one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)
531 relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all
532 sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact
533 fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

534 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
535 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
536 (written) (oral) ~~STRIKE ONE~~ lease(s), if any, are _____

537 _____
538 _____ . Insert additional terms, if any, at lines 655-660 or attach as an addendum per line 682.

539 **DEFINITIONS**

540 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document
541 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice
542 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

543 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
544 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive

545 registered mail or make regular deliveries on that day.

546 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
547 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the
548 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
549 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of
550 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by
551 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific
552 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

553 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
554 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
555 significantly shorten or adversely affect the expected normal life of the premises.

556 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

557 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both the buyer and the Seller.

558 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

559 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX () are part of
560 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

561 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, or total acreage or square
562 footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate because of rounding, formulas
563 used or other reasons, unless verified by survey or other means.

564 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land**
565 **dimensions, if material.**

566 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of
567 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the
568 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession
569 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession
570 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,
571 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this
572 Offer to the seller or seller's agent of another property that Seller intends on purchasing.

573 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
574 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for
575 ordinary wear and tear.

576 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
577 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
578 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of
579 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
580 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
581 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
582 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
583 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
584 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring
585 the Property.

586 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by
587 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no
588 significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and
589 that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
591 this Offer at lines 655-660 or in an addendum attached per line 682, or lines 534-538 if the Property is leased. At time of
592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging
593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

594 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
595 conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting
596 party to liability for damages or other legal remedies.

597 If **Buyer defaults**, Seller may:

- 598 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
599 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual
600 damages.

601 If **Seller defaults**, Buyer may:

- 602 (1) sue for specific performance; or
603 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

604 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that
605 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party
606 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.
607 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the
608 arbitration agreement.

609 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**
610 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**
611 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**
612 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**
613 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

614 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
615 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds
616 and inures to the benefit of the Parties to this Offer and their successors in interest.

617 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
618 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>
619 or by telephone at (608) 240-5830.

620 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)
621 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the
622 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding
623 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign
624 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
625 amount of any liability assumed by Buyer.

626 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**
627 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**
628 **upon the Property.**

629 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
630 condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers
631 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 637-639 apply.

632 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
633 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
634 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
635 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
636 Offer and proceed under lines 601-608.

637 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the
638 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding
639 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

640 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
641 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC
642 §1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
643 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
644 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
645 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

646 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**

647 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
648 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
649 FIRPTA.

650 **SELLER PAYMENT OF COMPENSATION TO BUYER'S FIRM:** Seller agrees to pay to Buyer's Firm the amount of
651 _____ (e.g., dollar amount, % of purchase price, etc.), toward Buyer's brokerage
652 fees at closing. Payment made under this provision represents an economic adjustment only and does not create any
653 agency relationship between Buyer's Firm and Seller, and the Parties agree Buyer's Firm is a direct and intended third party
654 beneficiary of this contract.

655 **ADDITIONAL PROVISIONS/CONTINGENCIES** 1. Seller & Buyer agrees to buyer covering any and
656 all costs associated with the sale of the property from the seller, including closing
657 costs, CSM, and attorney fees. 2. The east 30' Parcel 292511477.01 and 292511476.04 of
658 the entire length of property adjacent to Mastermold Property, parcel #292511256, as
659 highlighted in Addendum A. Nothing will be built in the 30'-0" space as it is a drainage ditch for existing ponds.
660 City will obtain an easement in the 30'-0" space for the purpose of maintaining the drainage ditch.

661 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
662 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
663 664-679.

664 (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery
665 line 666 or 667.

666 Name of Seller's recipient for delivery, if any: _____

667 Name of Buyer's recipient for delivery, if any: _____

668 (2) **Fax**: fax transmission of the document or written notice to the following number:
669 Seller: (_____) Buyer: (_____) _____

670 (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a commercial
671 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at
672 line 675 or 676.

673 (4) **U.S. Mail**: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
674 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

675 Address for Seller: _____

676 Address for Buyer: _____

677 (5) **Email**: electronically transmitting the document or written notice to the email address.

678 Email Address for Seller: _____

679 Email Address for Buyer: _____

680 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
681 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

682 **ADDENDA**: The attached _____ **GIS Map** _____ is/are made part of this Offer.

683 This Offer was drafted by [Licensee and Firm] _____ **Jill Hendricks Vision Realty & Development LLC**

WIRE FRAUD WARNING! Wire Fraud is a real and serious risk. Never trust wiring instructions sent via email. Funds wired to a fraudulent account are often impossible to recover.

Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate agent, Firm, lender, title company, attorney or other source connected to your transaction. These communications are convincing and professional in appearance but are created to steal your money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate source.

DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU calling a verified number of the entity involved in the transfer of funds. Never use contact information provided by any suspicious communication.

Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or verification of any wiring or money transfer instructions.

696 (x) Kurt Wagner **Kurt Wagner - Vice President Quality & Manufacturing** 11/12/24
697 Buyer's Signature ▲ Print Name Here ▶ **Mastermold LLC** Date ▲

698 (x) _____ Date ▲
699 Buyer's Signature ▲ Print Name Here ▶

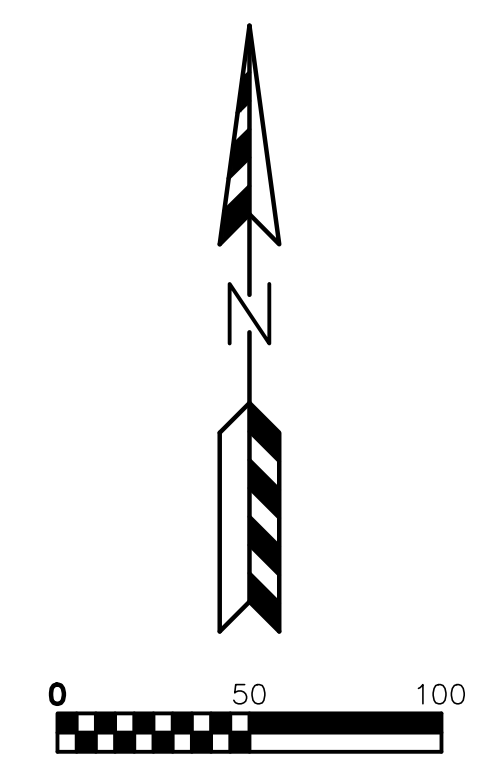
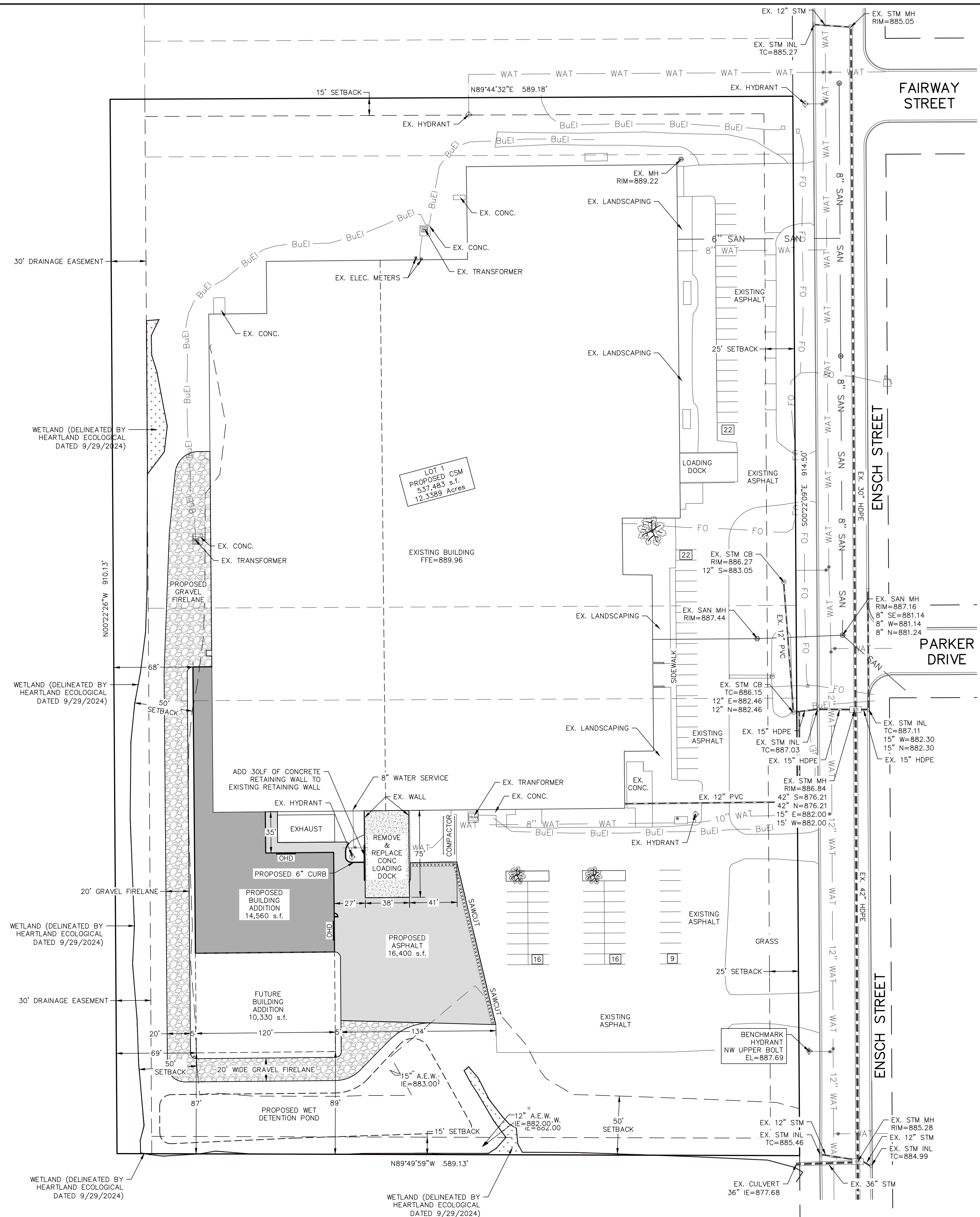
700 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**
701 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**
702 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**
703 **COPY OF THIS OFFER.**

704 (x) _____ Date ▲
705 Seller's Signature ▲ Print Name Here ▶ **City of Mauston, Juneau County**

706 (x) _____ Date ▲
707 Seller's Signature ▲ Print Name Here ▶

708 This Offer was presented to Seller by [Licensee and Firm] _____
709 _____ on _____ at _____ a.m./p.m.

710 This Offer is rejected _____ This Offer is countered [See attached counter] _____
711 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲



PAVING LEGEND

	HEAVY DUTY ASPHALT PAVEMENT 8" BASE AGGREGATE DENSE 3-INCH 6" BASE AGGREGATE DENSE 1 1/4-INCH 2 1/4" ASPHALTIC BINDER 3 MT 58-28 S 1 3/4" ASPHALTIC SURFACE 4 MT 58-28 S
	CONCRETE LOADING DOCK 6" CRUSHED AGGREGATE BASE COURSE 8" CONCRETE
	GRAVEL FIRE LANE 8" BASE AGGREGATE DENSE 3-INCH 6" BASE AGGREGATE DENSE 1 1/4-INCH

SITE INFORMATION BLOCK		
Site Address:	141 Ensich Street	
Legal Description:	Lots 4 & 8 of West Industrial Park	
Site Acreage:	12.3389 Acres	
Current Zoning:	GI	
Building & Paving Setback Requirements		
	Building	Paving
Front	25 feet	10 feet
Side	15 feet	5 feet
Rear	30 feet	5 feet
Wetland	50 feet	
Parking Stall Requirements		
1 stall per each employee on the largest work shift		
Number of Employees:		
Stalls Required:	85	
Stalls Provided:	85	
Proposed Site Areas		
Description	Area (sf)	% Impervious
Building	221,100	41.14
Asphalt/Concrete	107,023	19.91
Gravel	21,570	4.01
Total Impervious	349,693	65.06
Lawn	187,790	34.94
Total	537,483	100.00

- SITE PLAN NOTES:**
- DIMENSIONS ARE TO FACE OF CURB AND FACE OF BUILDING UNLESS OTHERWISE NOTED.
 - WHERE CURB ENDS AT CONNECTIONS SMOOTHLY TRANSITION FROM FULL CURB HEIGHT TO ZERO CURB HEIGHT WITHIN A 3' LENGTH.
 - ALL STRIPING AND SIGNAGE SHALL COMPLY WITH THE WISCONSIN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.

REVISIONS:

NO.	DATE	DESCRIPTION



PROJECT TITLE:
**MASTERMOLD
 141 ENSICH STREET
 MAUSTON, WI 53948**

PLAN TITLE:
**PROPOSED
 SITE PLAN**

DRAWN BY:
KJP

DESIGNED BY:
KJP

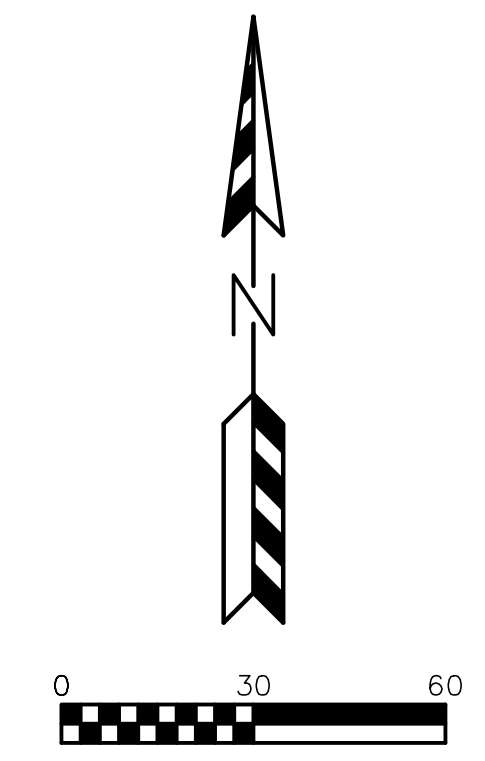
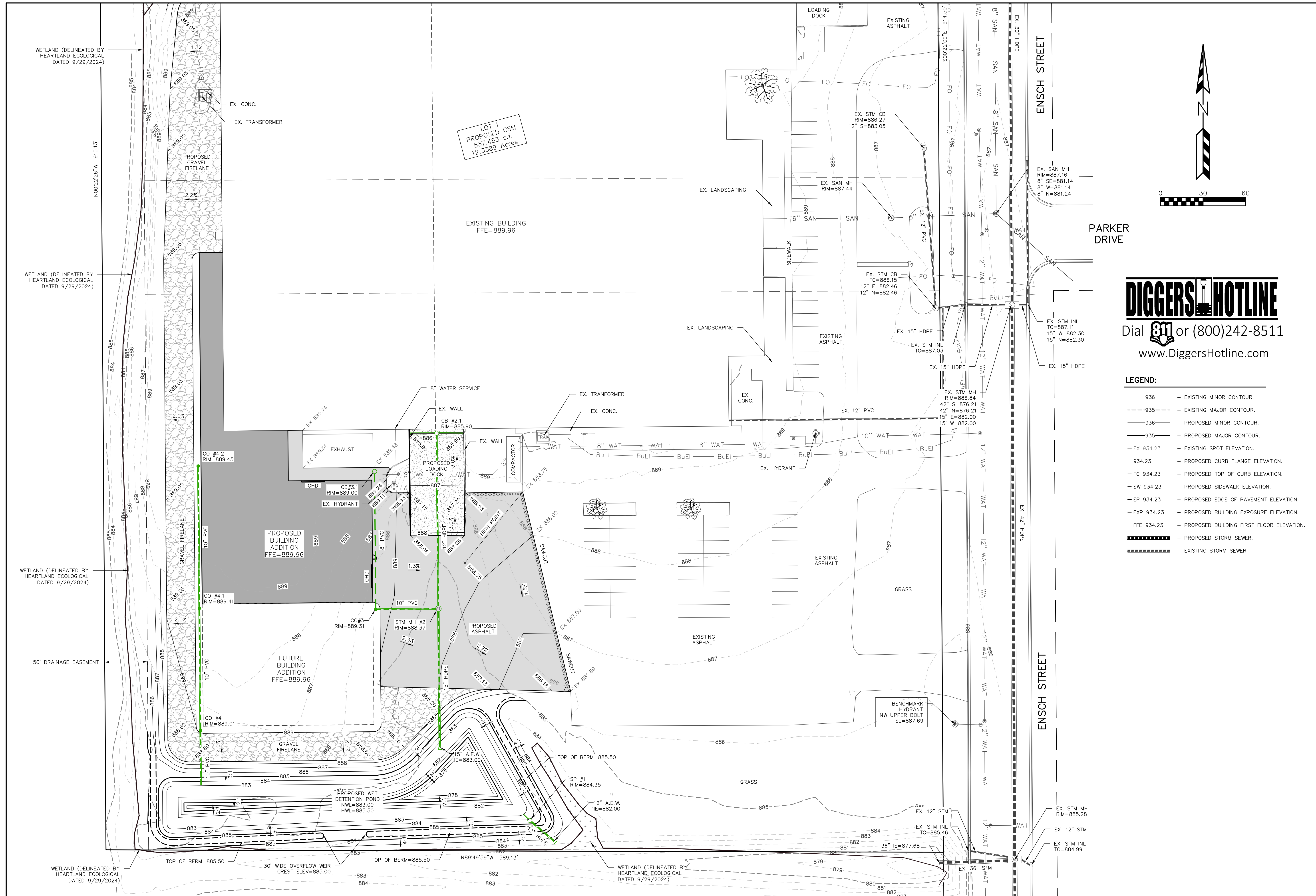
CHECKED BY:
KJP

PLAN DATE:
11/13/2024

PROJECT NO:
10C-11-241

PRELIMINARY

SHEET NO:
C1.02



DIGGERSHOTLINE
 Dial 811 or (800)242-8511
 www.DiggersHotline.com

- LEGEND:**
- - - 936 - - - EXISTING MINOR CONTOUR.
 - - - 935 - - - EXISTING MAJOR CONTOUR.
 - - - 936 - - - PROPOSED MINOR CONTOUR.
 - - - 935 - - - PROPOSED MAJOR CONTOUR.
 - EX 934.23 - EXISTING SPOT ELEVATION.
 - 934.23 - PROPOSED CURB FLANGE ELEVATION.
 - TC 934.23 - PROPOSED TOP OF CURB ELEVATION.
 - SW 934.23 - PROPOSED SIDEWALK ELEVATION.
 - EP 934.23 - PROPOSED EDGE OF PAVEMENT ELEVATION.
 - EXP 934.23 - PROPOSED BUILDING EXPOSURE ELEVATION.
 - FFE 934.23 - PROPOSED BUILDING FIRST FLOOR ELEVATION.
 - - - - - PROPOSED STORM SEWER.
 - - - - - EXISTING STORM SEWER.

NO.	DATE	DESCRIPTION

PSE
 PARISH SURVEY & ENGINEERING
 122 Wisconsin Street, West Bend, WI 53095
 262.346.7800 www.parishse.com

PROJECT TITLE:
**MASTERMOLD
 141 ENSCH STREET
 MAUSTON, WI 53948**

PLAN TITLE:
**GRADING
 PLAN**

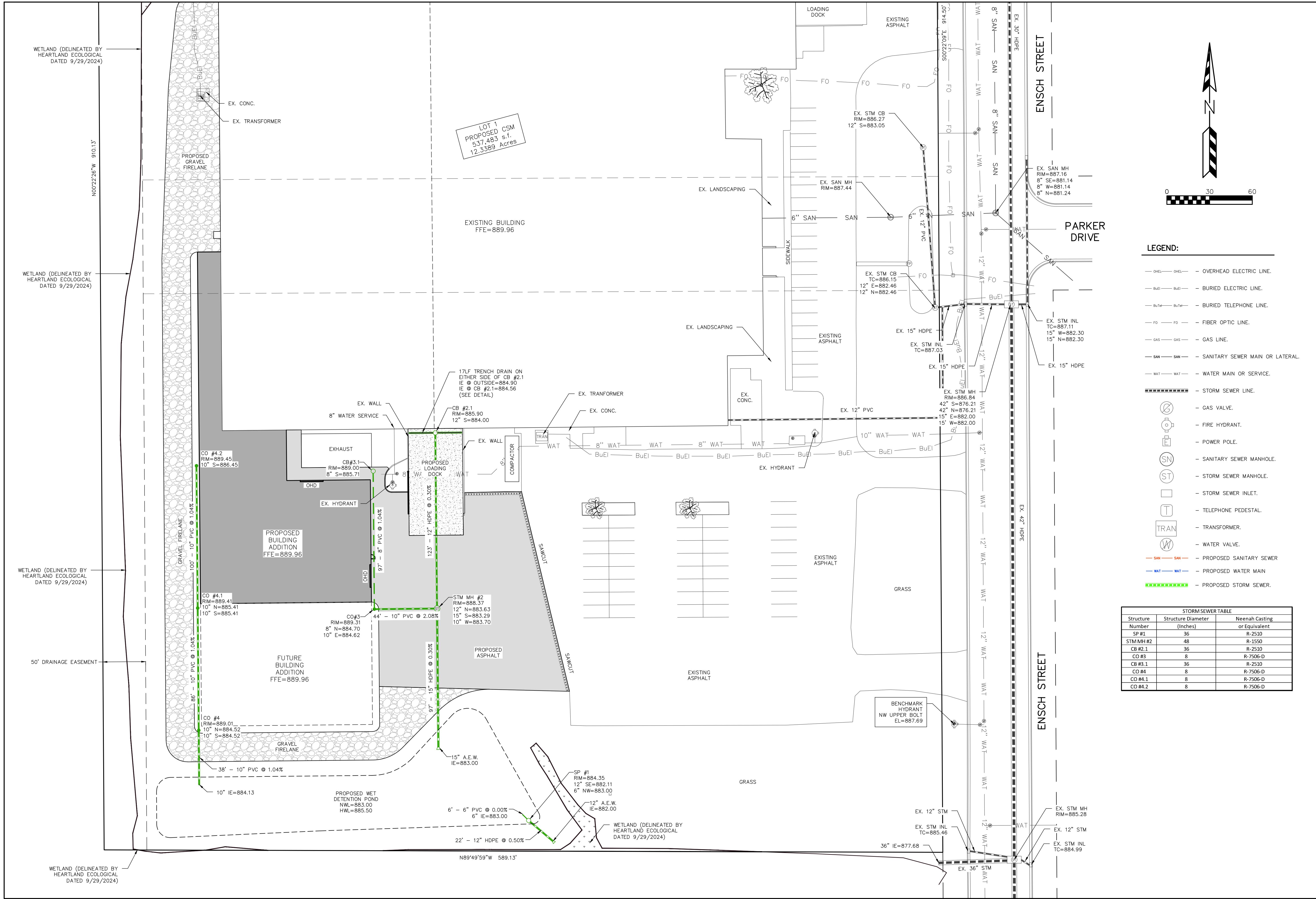
DRAWN BY:
KJP
 DESIGNED BY:
KJP
 CHECKED BY:
KJP

PLAN DATE:
11/13/2024

PROJECT NO:
10C-11-241

PRELIMINARY

SHEET NO:
C1.04



LEGEND:

- OHEL — OHEL — OVERHEAD ELECTRIC LINE.
- BUE — BUE — BURIED ELECTRIC LINE.
- BuTel — BuTel — BURIED TELEPHONE LINE.
- FO — FO — FIBER OPTIC LINE.
- GAS — GAS — GAS LINE.
- SAN — SAN — SANITARY SEWER MAIN OR LATERAL.
- WAT — WAT — WATER MAIN OR SERVICE.
- STW — STW — STORM SEWER LINE.
- GAS VALVE.
- FIRE HYDRANT.
- POWER POLE.
- SANITARY SEWER MANHOLE.
- STORM SEWER MANHOLE.
- STORM SEWER INLET.
- TELEPHONE PEDESTAL.
- TRANSFORMER.
- WATER VALVE.
- SAN — SAN — PROPOSED SANITARY SEWER
- WAT — WAT — PROPOSED WATER MAIN
- STW — STW — PROPOSED STORM SEWER.

STORM SEWER TABLE

Structure Number	Structure Diameter (Inches)	Neevah Casting or Equivalent
SP #1	36	R-2510
STM MH #2	48	R-1550
CB #2.1	36	R-2510
CO #3	8	R-7506-D
CB #3.1	36	R-2510
CO #4	8	R-7506-D
CO #4.1	8	R-7506-D
CO #4.2	8	R-7506-D

REVISIONS:

NO.	DATE	DESCRIPTION

PSE
 PARISH SURVEY & ENGINEERING
 122 Wisconsin Street, West Bend, WI 53095
 262.346.7800
 www.parishse.com

PROJECT TITLE:
**MASTERMOLD
 141 ENSICH STREET
 MAUSTON, WI 53948**

PLAN TITLE:
UTILITY PLAN

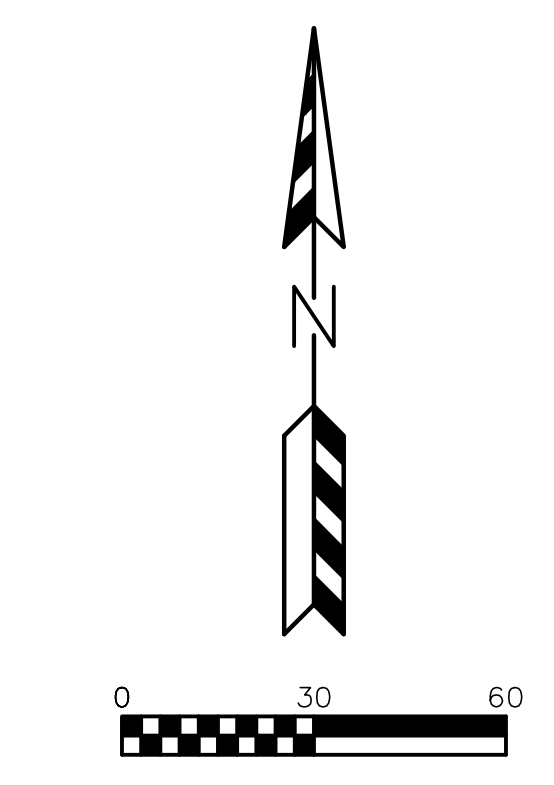
DRAWN BY:
KJP
 DESIGNED BY:
KJP
 CHECKED BY:
KJP

PLAN DATE:
11/13/2024

PROJECT NO:
\OC-11-24

PRELIMINARY

SHEET NO:
C1.06



LEGEND:

STONE MULCH

Landscape Point Requirements		
Item	Required	Provided
Lot Frontage	3 Trees	3 Trees
Building Square Footage	250 Points	300 Points

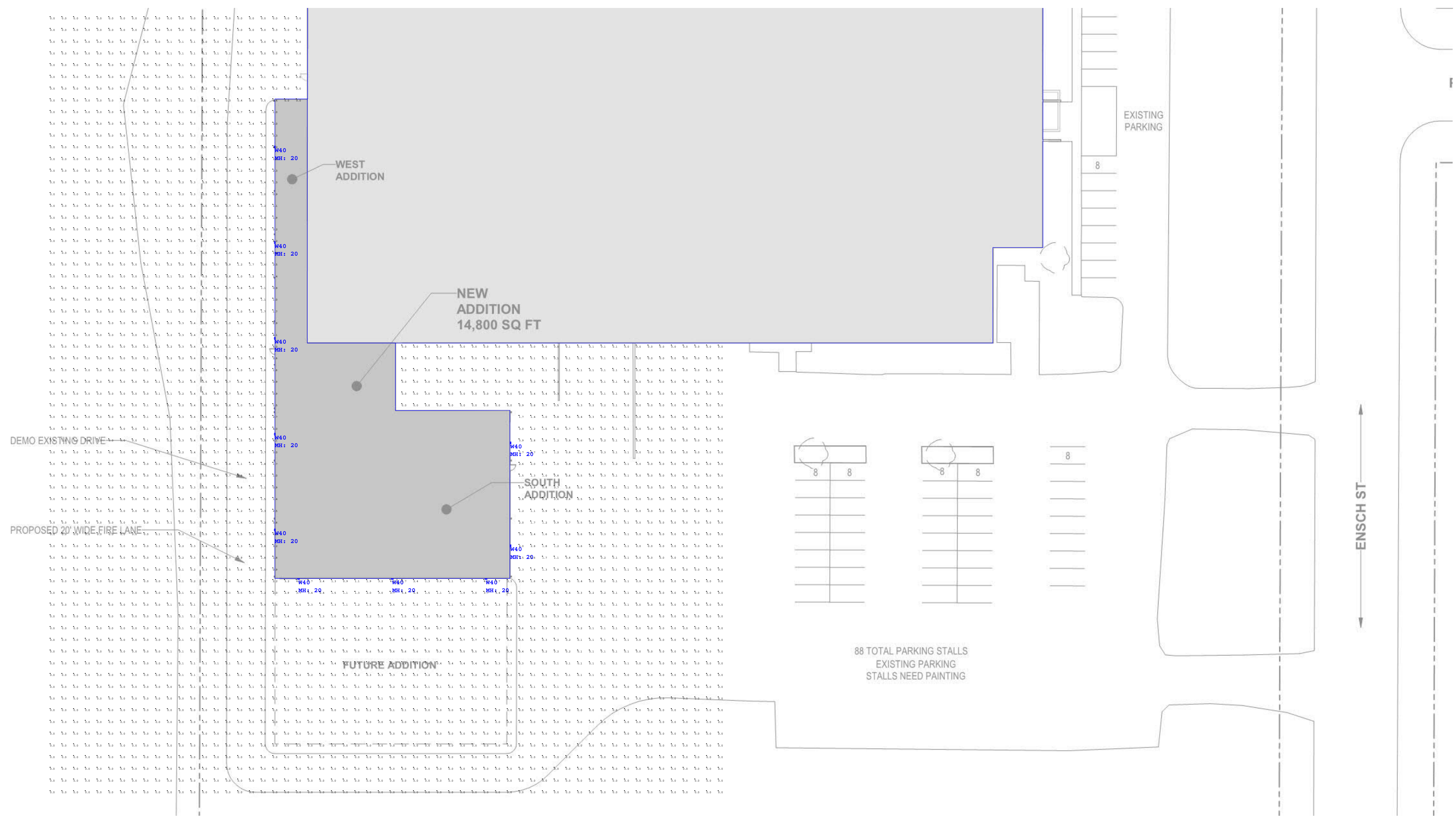
LANDSCAPE PLANT LIST

Key	Qty	Size	Scientific Name	Common Name	Root	Mature Size
7 Canopy Trees						
ABM	2	2-1/2"	Acer Freemanii	Autumn Blaze Maple	BB	40'-50'
RO	1	2-1/2"	Quercus Rubra	Red Oak	BB	40'-50'
TA	2	2-1/2"	Tillia Americana 'Redmond'	Redmond Linden	BB	60'-70'
CH	2	2-1/2"	Celtis Occidentalis	Common Hackberry	BB	40'-50'

NOTES:

Designated turf areas to receive a minimum of 4" of topsoil, bluegrass seed mix, starter fertilizer, and straw mat mulch. Individual trees in lawn areas to receive shredded hardwood bark mulch plant rings (4' diameter) spread to a depth of 3". Foundation plantings beds and areas between driveways to be mulched with #2 washed stone spread to a depth of 3" over weed barrier fabric. Designated planting beds to be separated from lawn areas with 5" black vinyl edging. Owner will be responsible for landscape maintenance after completion and acceptance of the project.

<p>REVISIONS:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	NO.	DATE	DESCRIPTION																															<p>PSE PARISH SURVEY & ENGINEERING 122 Wisconsin Street, West Bend, WI 53095 262.346.7800 www.parishse.com</p>
NO.	DATE	DESCRIPTION																																
<p>PROJECT TITLE: MASTERMOLD 141 ENSICH STREET MAUSTON, WI 53948</p>																																		
<p>PLAN TITLE: LANDSCAPE PLAN</p>																																		
<p>DRAWN BY: JAB</p> <p>DESIGNED BY: KJP</p> <p>CHECKED BY: KJP</p>																																		
<p>PLAN DATE: 11/13/2024</p>																																		
<p>PROJECT NO: \OC-11-24\</p>																																		
<p>PRELIMINARY</p>																																		
<p>SHEET NO: C1.07</p>																																		



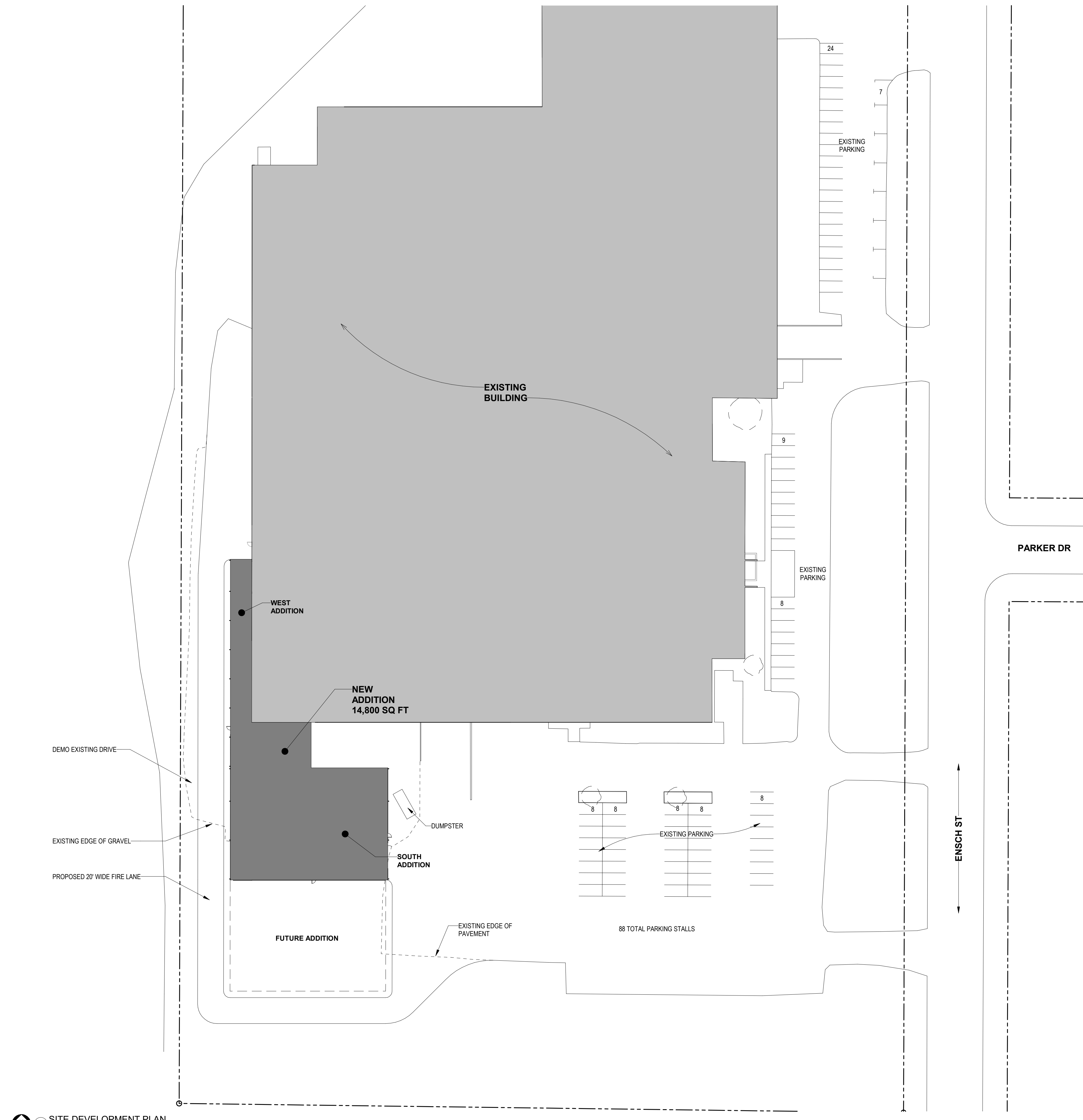
Luminaire Schedule								
Symbol	Qty	Label	Manufacturer	Description	Arrangement	LLF	Luminaire Lumens	Luminaire Watts
☐	10	slim17fafc40_5k	W40	SLIM17FAFC40_5K at 0_CCT Setting	Single	0.900	4595	38.15

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPts_1	Illuminance	Fc	0.31	4.2	0.0	N.A.	N.A.

1. STANDARD REFLECTANCE OF 80/50/20 UNLESS NOTED OTHERWISE.
2. NOT A CONSTRUCTION DOCUMENT- FOR DESIGN PURPOSES ONLY.
3. STANDARD INDOOR CALC POINTS @ 30" AFF UNLESS NOTED OTHERWISE.
4. STANDARD OUTDOOR CALC POINTS @ GRADE UNLESS NOTED OTHERWISE.
5. EGRESS CALC POINTS @ 0'-0" AFF.
6. PHOTOMETRICS ARE ESTIMATED LIGHTING CALCULATIONS.
VIKING ELECTRIC ASSUMES NO RESPONSIBILITY FOR INSTALLED LIGHT LEVELS DUE TO FIELD CONDITIONS.
7. VIKING ELECTRIC NOT RESPONSIBLE FOR FINAL REVIEW OF CODE REQUIREMENTS.

Drawn By: JB
 Project #: 143826
 Date: 11/12/2024
 Scale: 1" = 30'

PHOTOMETRIC SITE PLAN
 MASTERMOLD
 SITE LIGHTING FOR NEW ADDITION



1 SITE DEVELOPMENT PLAN
SCALE: 1" = 40'-0"

THIS DOCUMENT AND THE INFORMATION HEREIN IS THE EXCLUSIVE PROPERTY OF OLIVER CONSTRUCTION COMPANY. UNAUTHORIZED USE WILL BE PROSECUTED UNDER SECTION 49.05 OF THE WISCONSIN STATUTES AND IF CONVICTED, THE VIOLATOR SHALL BE SUBJECT TO A FINE NOT TO EXCEED \$10,000 AND/OR IMPRISONMENT NOT TO EXCEED TWO YEARS.

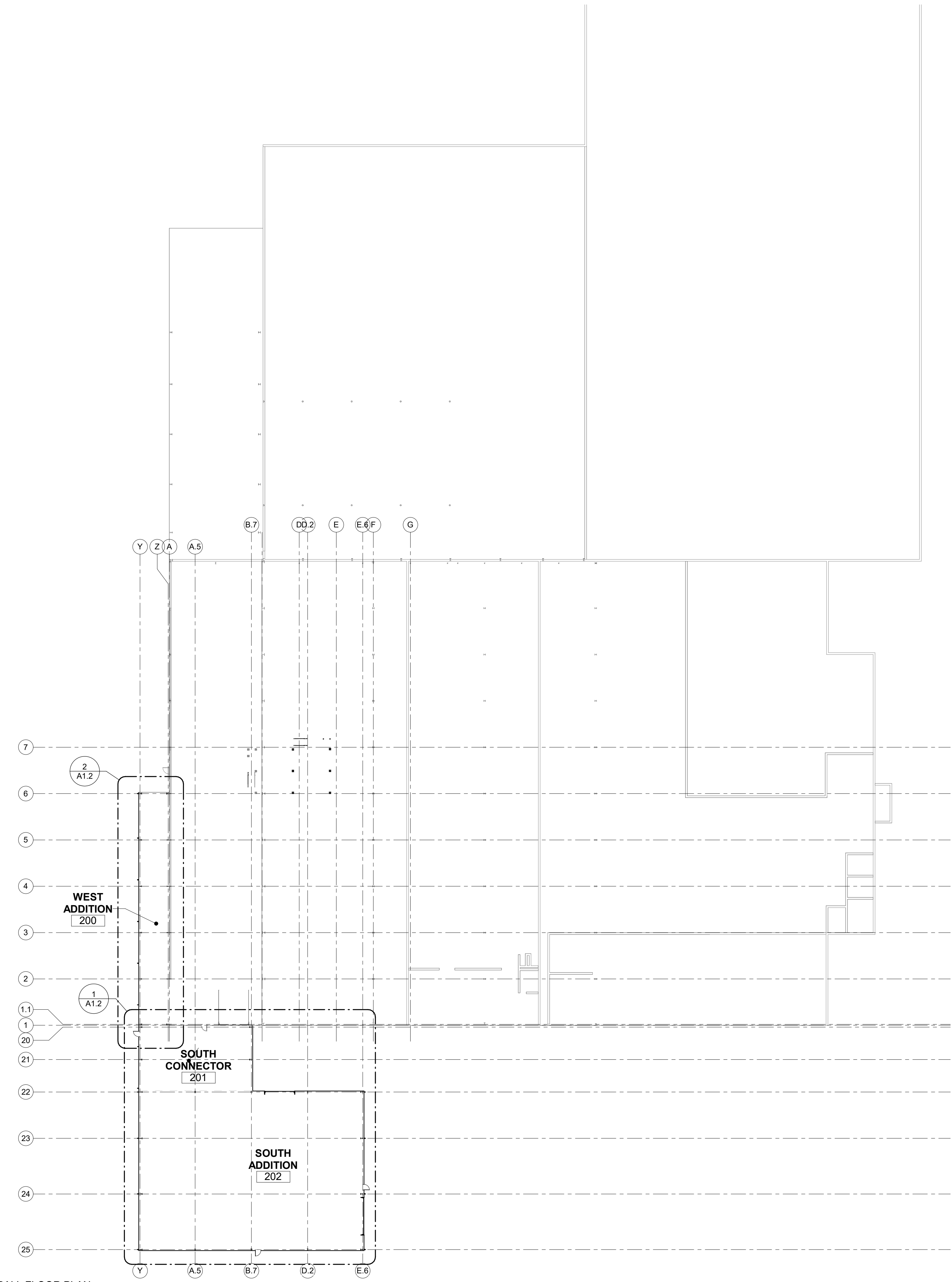
PROJECT INFORMATION	
PROJECT NO.	D821 23
DATE	11/12/2024
DRAWN BY	JLF
SHEET TITLE	SITE DEVELOPMENT PLAN

PROJECT TITLE	
PROPOSED ADDITION TO:	MASTERMOLD, LLC MANUFACTURING ADDITION
141 ENSCH STREET	MAUSTON, WI 53948

1770 EXECUTIVE DRIVE
OCONOMOC, WI 53086
PHONE: (262) 567-6677
FAX: (262) 567-4676

OLIVER
CONSTRUCTION CO.

SHEET NO.
A1.0



1 OVERALL FLOOR PLAN
 SCALE: 1/32" = 1'-0"

THIS DOCUMENT AND THE INFORMATION HEREIN IS THE EXCLUSIVE PROPERTY OF OLIVER CONSTRUCTION COMPANY. UNAUTHORIZED USE WILL BE PROSECUTED UNDER SECTION 49.05 OF THE WISCONSIN STATUTES AND IF CONVICTED, THE VIOLATOR SHALL BE SUBJECT TO A FINE NOT TO EXCEED \$10,000.00 AND/OR IMPRISONMENT NOT TO EXCEED TWO YEARS.

REVISIONS

NO.	DATE	DESCRIPTION

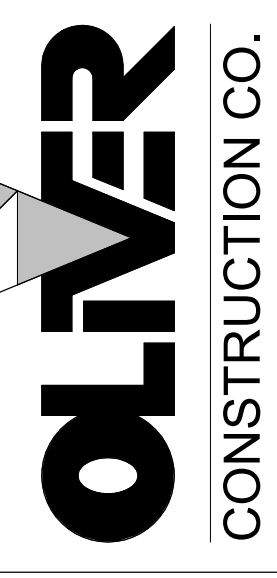
PROJECT INFORMATION

PROJECT NO. : D821.23
 DATE : 11/12/2024
 DRAWN BY : JLF
 SHEET TITLE : OVERALL FLOOR PLAN

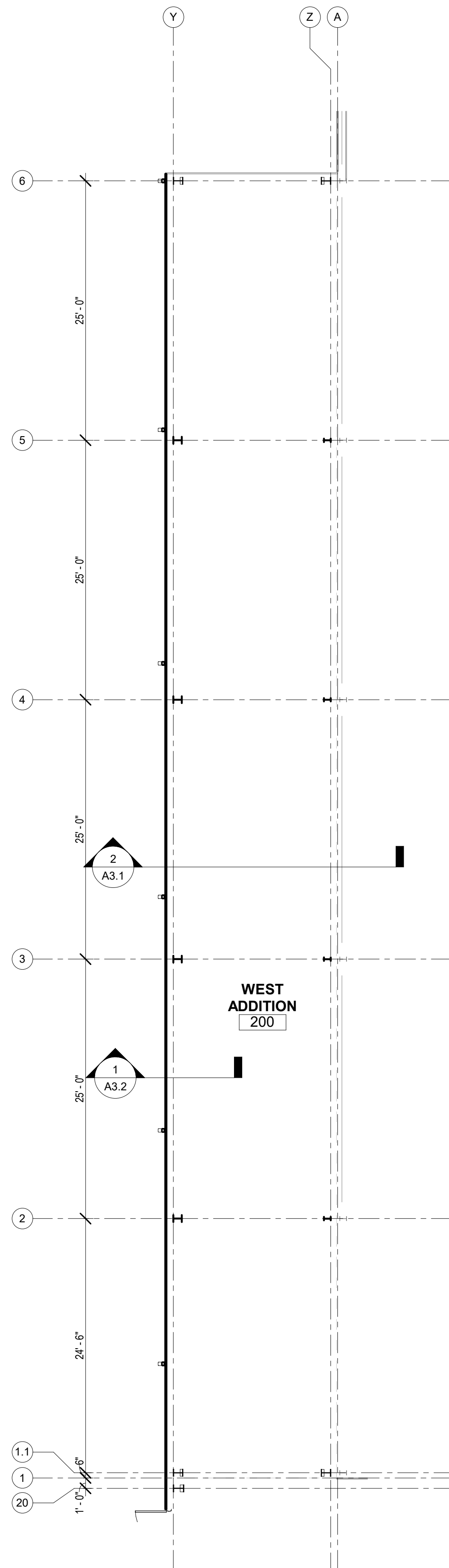
PROJECT TITLE

PROPOSED ADDITION TO:
MASTERMOLD, LLC
 MANUFACTURING ADDITION
 141 ENSCH STREET
 MAUSTON, WI 53948

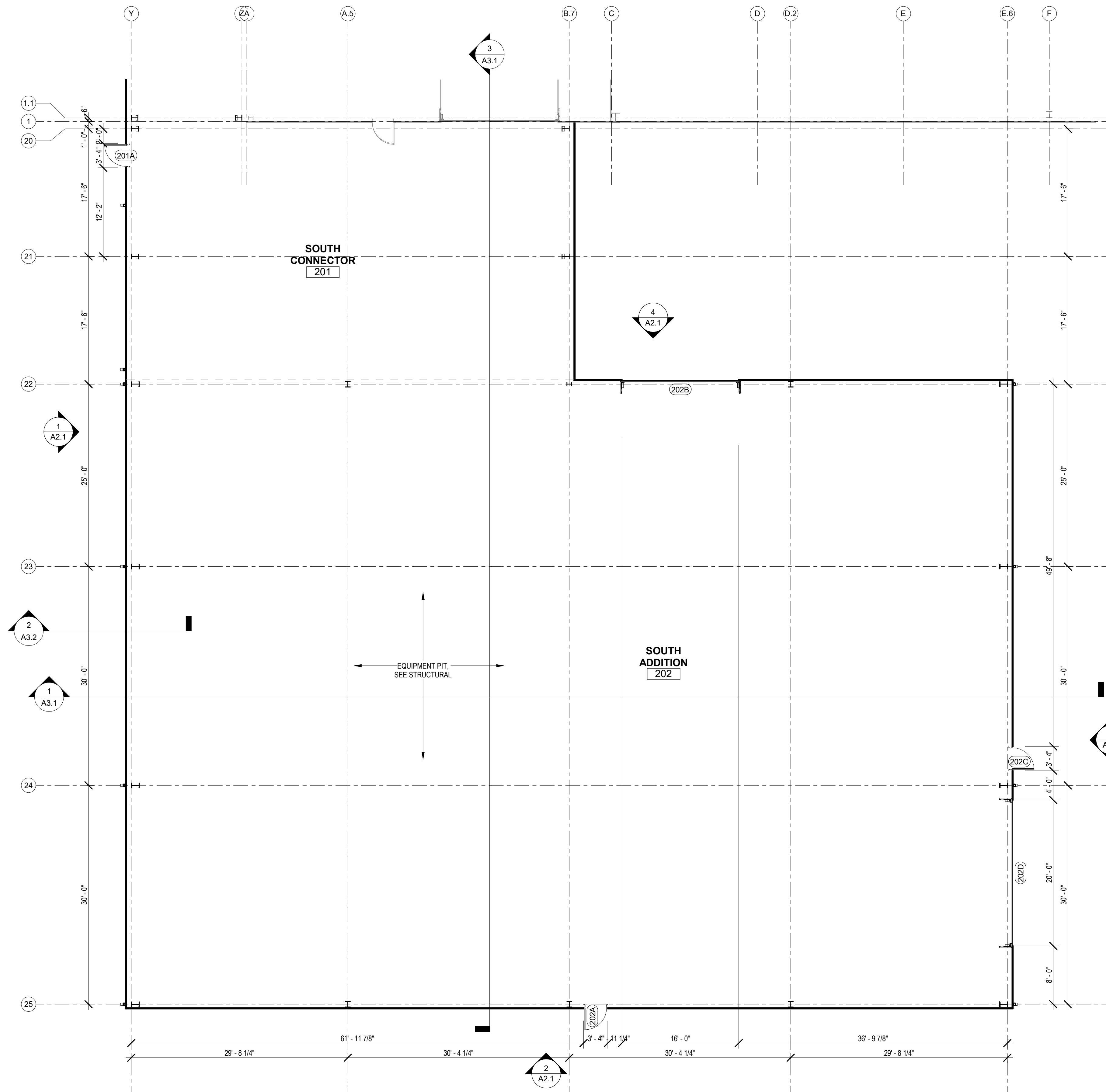
1770 EXECUTIVE DRIVE
 OCONOMOC, WI 53086
 PHONE: (262) 567-6677
 FAX: (262) 567-4676



SHEET NO.
A1.1



2 ENLARGED FLOOR PLAN - WEST ADDITION
SCALE: 1/8" = 1'-0"



1 ENLARGED FLOOR PLAN - SOUTH ADDITION
SCALE: 1/8" = 1'-0"

THIS DOCUMENT AND THE INFORMATION HEREIN IS THE EXCLUSIVE PROPERTY OF OLIVER CONSTRUCTION COMPANY. UNAUTHORIZED USE WILL BE PROSECUTED UNDER SECTION 49.25 OF THE WISCONSIN STATUTES AND IF CONVICTED, THE VIOLATOR SHALL BE SUBJECT TO A FINE NOT TO EXCEED \$10,000 AND/OR IMPRISONMENT NOT TO EXCEED TWO YEARS.

REVISIONS

PROJECT INFORMATION

PROJECT NO. : D82123
DATE : 11/12/2024
DRAWN BY : JLF
SHEET TITLE : ENLARGED FLOOR PLANS

PROJECT TITLE

PROPOSED ADDITION TO:

MASTERMOLD, LLC
MANUFACTURING ADDITION

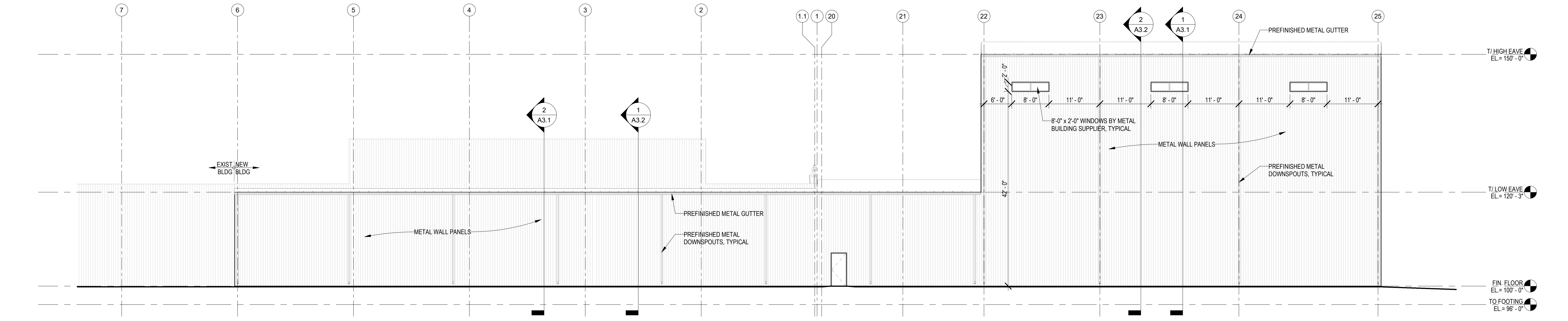
141 ENSCH STREET
MAUSTON, WI 53948

1770 EXECUTIVE DRIVE
OCONOMOC, WI 53086
PHONE: (262) 567-6677
FAX: (262) 567-4676

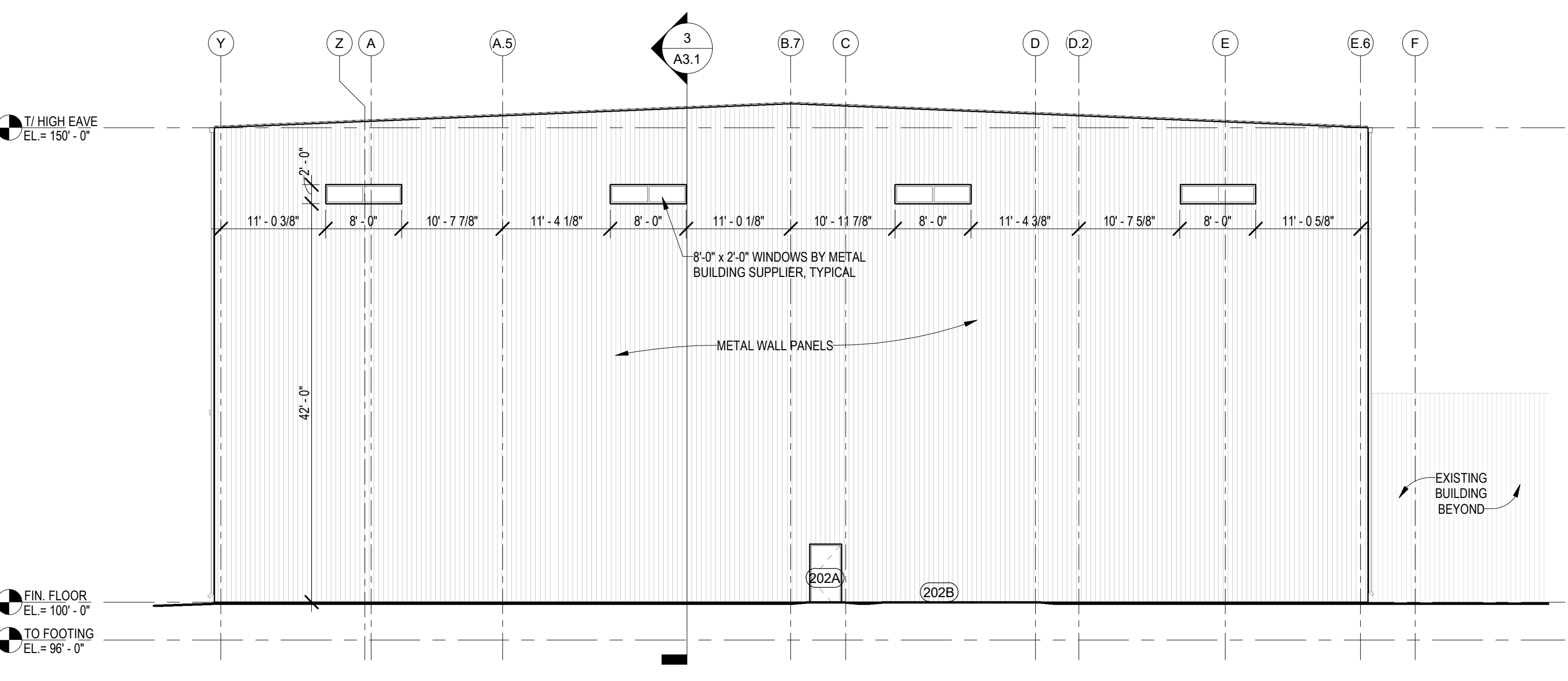
OLIVER
CONSTRUCTION CO.

SHEET NO.

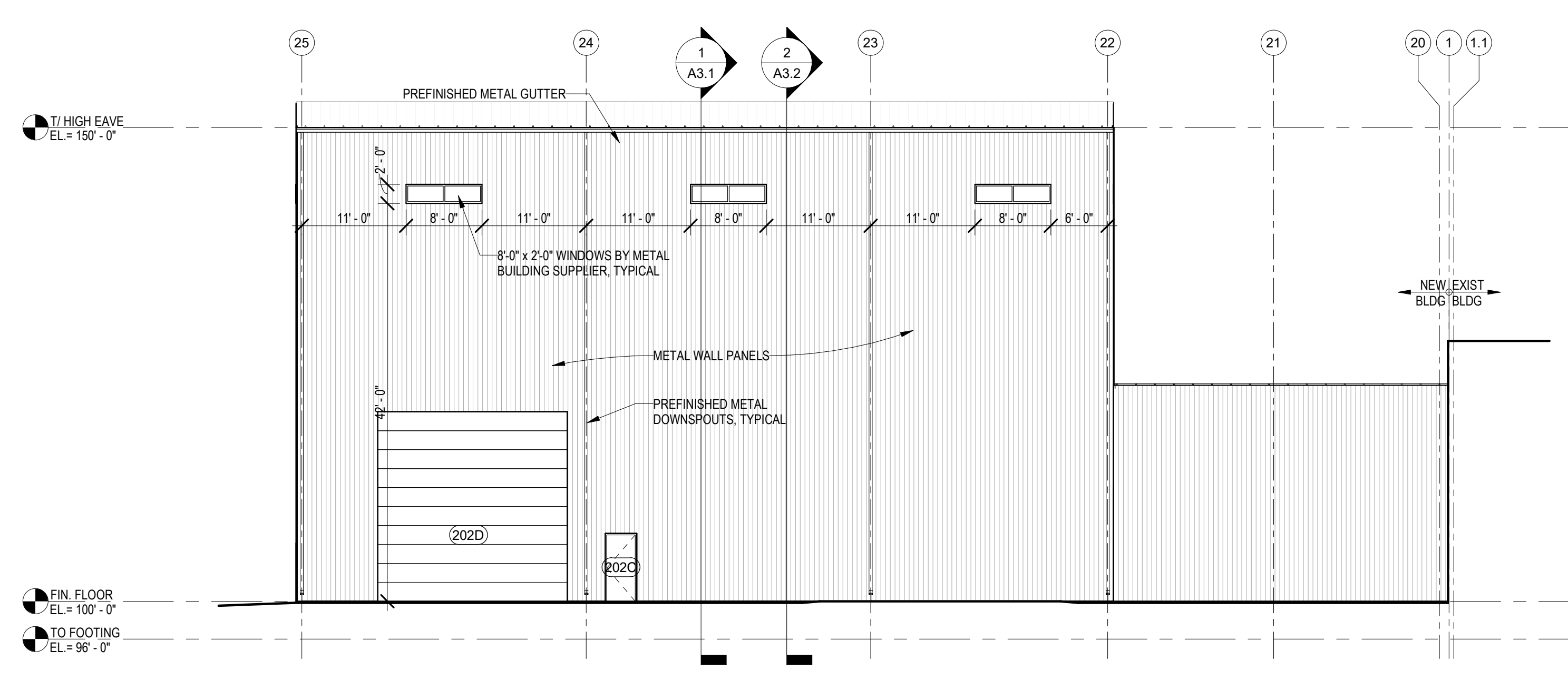
A1.2



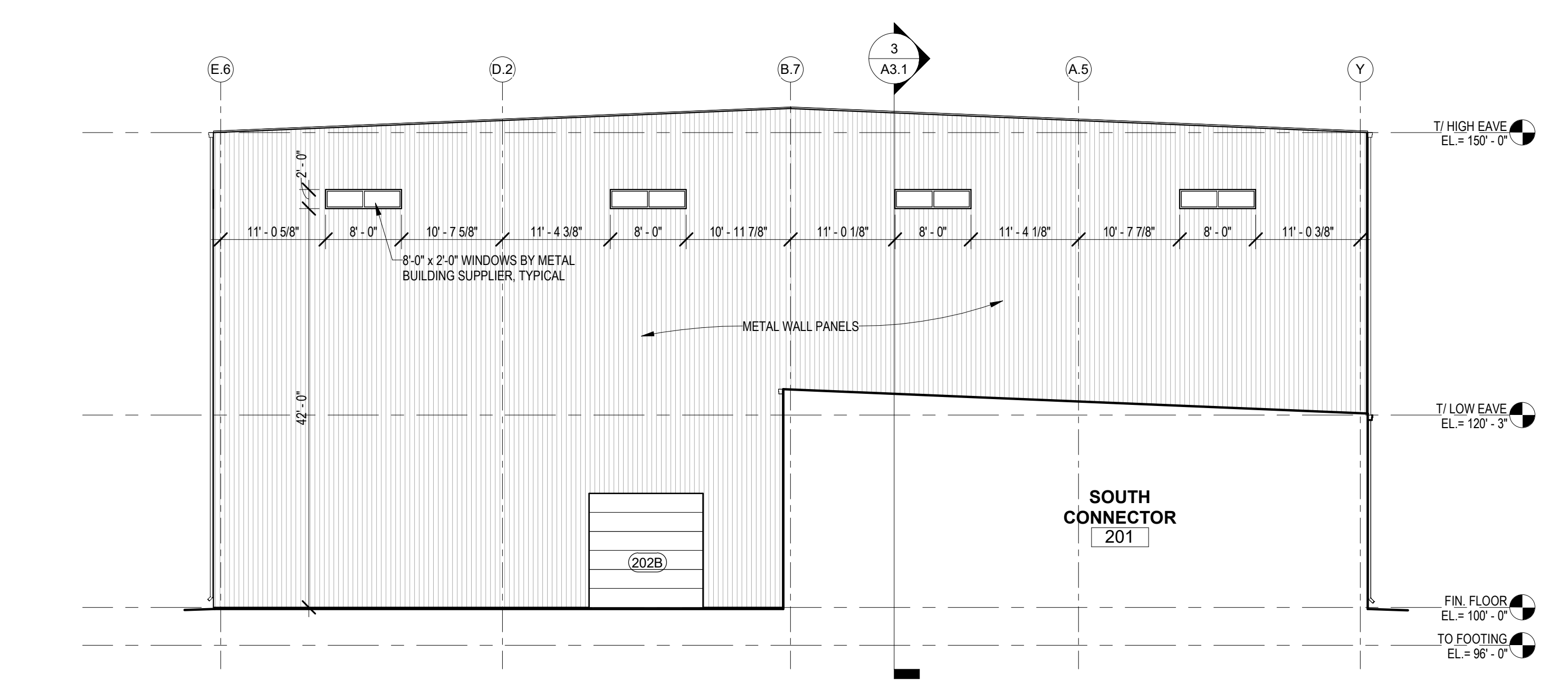
1 WEST ELEVATION
SCALE: 3/32" = 1'-0"



2 SOUTH ELEVATION
SCALE: 3/32" = 1'-0"



3 EAST ELEVATION
SCALE: 3/32" = 1'-0"



4 NORTH ELEVATION (SOUTH ADDITION)
3/32" = 1'-0"

THIS DOCUMENT AND THE INFORMATION HEREIN IS THE EXCLUSIVE PROPERTY OF OLIVER CONSTRUCTION COMPANY. UNAUTHORIZED USE WILL BE PROSECUTED UNDER SECTION 43.06 OF THE WISCONSIN STATUTES AND IF CONVICTED, THE VIOLATOR SHALL BE SUBJECT TO A FINE NOT TO EXCEED \$10,000.00 AND/OR IMPRISONMENT NOT TO EXCEED TWO YEARS.

REVISIONS

PROJECT INFORMATION

PROJECT NO. : D82123
 DATE : 11/12/2024
 DRAWN BY : JLF
 SHEET TITLE : EXTERIOR ELEVATIONS

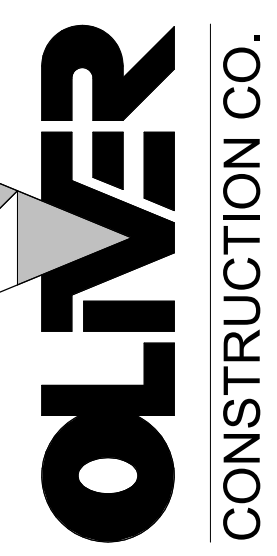
PROJECT TITLE

PROPOSED ADDITION TO:
MASTERMOLD, LLC
 MANUFACTURING ADDITION

MAUSTON, WI 53948

141 ENSCH STREET

1770 EXECUTIVE DRIVE
 OCONOMOC, WI 53086
 PHONE: (262) 567-6677
 FAX: (262) 567-4676



SHEET NO.
A2.1



CHAPTER 114 ZONING APPLICATION FORM

I. APPLICANT INFORMATION

Name: Graphic House Inc
Address: 8101 International Dr. Wausau, WI 54401
Telephone: 715-842-0402 Fax:

II. PROPERTY OWNER INFORMATION (if different from Applicant)

Name: St. Paul's Lutheran Church
Address: 517 Grayside Ave. Mauston, WI 53948
Telephone: 608-547-6244 Fax:

III. CONSULTANT(S) INFORMATION (Applicant's Architect, Engineer, Developer, Builder) (Attach additional sheets if necessary)

Name: Graphic House Inc
Address: 8101 International Dr. Wausau, WI 54401
Telephone: 715-842-0402 Fax:
State License/Certification #: WI-7781-WBE Expiration Date: 10-16-25

IV. PROPERTY INFORMATION

Address: 517 Grayside Ave. Mauston, WI 53948
Tax Parcel #: 292510918.67 Attach a copy of the Owner's deed to the property.
Approximate Cost of Project: 47,365.00

V. ZONING APPLICATION (Check the type(s) of application(s) you are submitting) (Refer to Zoning Ordinance Chapter 114, Article. VIII: Procedures and Administration, for details) (Checklist No.)

- Amendment of Zoning Regulations (per Section 114-285) 1
Amendment to the Official Zoning Maps (per Section 114-286) 2
Zoning Permit for (check as appropriate)
Permitted Use (per Section 114-287) (May require site plan) 3
Conditional Use (per Section 114-288) (Requires site plan) 4 and 7
Temporary Use (per Section 114-289) 5
Sign Permit (per Section 114-290) 6
Site Plan Approval (per Section 114-291) 7
Zoning Certificate of Occupancy (per Section 114-292) na
Variance (per Section 114-293) (Requires site plan) 8
Ordinance Interpretation (per Section 114-294) 9
Appeal of Zoning Decision (per Section 114-295) 10
Creation of Planned Development District (per Section 114-296) 11
Other Permits/Licenses (D.P.W./Fire/Clerk) 12

728

Document No. 221456

This Indenture, Made this 30th day of April, A. D., 19 69
between St. Paul's Lutheran Christian Day School Corporation of Mauston, Wisconsin
a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at
Mauston, Wisconsin, party of the first part, and
St. Paul's Evangelical Lutheran Church of Mauston
part. y. of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum of
one dollar and other good and valuable consideration

to it paid by the said part. y. of the second part, the receipt whereof is hereby confessed and acknowledged,
has given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents
does give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said part. y. of the second part,
its heirs and assigns forever, the following described real estate, situated in the County
of Juneau and State of Wisconsin, to-wit:

A part of the Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4) of Section Twelve (12)
Township Fifteen (15) North, Range Three (3) East, in the City of Mauston, Juneau County,
Wisconsin, more particularly described as follows: Commencing at the Southwest corner
of Bohem's Sub-division to the City of Mauston, thence west a distance of 15 feet to the
point of beginning, thence North 263.42 feet along a line parallel to the west boundary line
of Bohem's Sub-division, thence East 15 feet, thence North 00.42° West 60 feet; thence due
East 321.40 feet, thence due north 232.04 feet, thence due West to the west line of said
SE 1/4 SW 1/4 of Section 12, T15N, R3E, thence South along the West line of said SE 1/4 SW 1/4 to a
point 33 feet North of the Southwest corner of the aforesaid SE 1/4 SW 1/4, thence East 450.80
feet to the point of beginning; less land sold for highway purposes by instrument recorded
in Volume 165 of Deeds on page 581, Juneau County Records.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise
appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the first part,
either in law or equity, either in possession or expectancy of, and to the above bargained premises, and their
hereditaments and appurtenances.

To Have and to Hold the said premises as above described with the hereditaments and appurtenances, unto
the said part. y. of the second part, and to its heirs and assigns FOREVER.

And the said St. Paul's Lutheran Christian Day School Corporation of Mauston, Wis.
party of the first part, for itself and its successors, does covenant, grant, bargain and agree to and with the said part. y.
of the second part, its heirs and assigns, that at the time of the ensembling and delivery of these
presents it is well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of
inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever,

and that the above bargained premises in the quiet and peaceable possession of the said part. y. of the second
part, its heirs and assigns, against all and every person or persons lawfully claiming the whole
or any part thereof, it will forever WARRANT AND DEFEND.

In Witness Whereof, the said St. Paul's Lutheran Christian Day School Corporation of Mauston
party of the first part, has caused these presents to be signed by Louis Brux
its President, and countersigned by Robert L. Schroeder, its Secretary,
at Mauston, Wisconsin, and its corporate seal to be hereunto affixed, this 30th
day of April, A. D., 19 69 ST. PAUL'S LUTHERAN CHRISTIAN DAY
SCHOOL CORPORATION OF MAUSTON, Wis.

SIGNED AND SEALED IN PRESENCE OF
Roland W. Vieth
Roland W. Vieth
Carole J. Balt
Carole J. Balt

Corporate Name
Louis Brux President
COUNTERSIGNED BY *Robert L. Schroeder* Secretary
Robert L. Schroeder Secretary

STATE OF WISCONSIN,
Juneau County. } ss.

Personally came before me, this 30th day of April, A. D., 19 69,
Louis Brux, President, and Robert L. Schroeder, Secretary
of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me
known to be such President and Secretary of said Corporation, and acknowledged
that they executed the foregoing instrument as such officers of the deed of said Corporation, by its authority.

Received for Record this day of April, A. D., 19 69, at 3 o'clock P.M.
Roland W. Vieth
Notary Public, Juneau County, Wis.
My Commission is permanent.

WARRANTY DEED—STATE OF WISCONSIN, FORM NO. 2 This instrument drafted by Roland W. Vieth
Received for record this 16 day of June A.D., 1969 at 3 o'clock P.M.
Lawrence Larson, Register of Deeds.

GRAPHIC HOUSE
CUSTOM SIGNS
NATIONAL SIGN FABRIK
SINCE 1976
11542 ADJ
www.graphichouse.com

801 Industrial Pk
Macon, WI 54601

ST PAUL'S EVANGELICAL LUTHERAN CHURCH
317 GRAYSIDE AVE
MAUSTON, WI

SALES REP	DATE	QUOTE NUMBER	JOB NUMBER
KEVIN S	7-9-2023	25091-8	XX
SALES KITH		XX	XX
		XX	XX
		XX	XX

- A. ALUM. FORMED CABINET LIT w/ WHITE LED'S
- B. WHITE POLYCARBONATE FACE
- C. DOUBLE FRAMED W/AL. GLASS LAMINATE
- D. 1/2" AL. RED MESSAGE CENTER, 80 X 72MM ALUMINUM
- E. VARNISH BEVEL
- F. STAINLESS STEEL CHANNEL BRONZE FINISH w/ STAINLESS BRUSH METAL
- G. FINISHED ALUM. CAP
- H. ALUM. FORMED CAP/SHOULDER LIT w/ WHITE LED'S, WHITE BEZELS
- I. WHITE TRIM CAP
- J. LIT WHITE FACE, DOUBLE FRAMED W/AL. GLASS LAMINATE
- K. P1 - PMS 1815c
- L. White Polycarbonate
- M. DP1 - PMS 1815c
- N. DP2 - PMS Cool Grey 10c
- O. DP3 - PMS 188c
- P. DP4 - PMS 2767c

Paints & Ink Cap = \$17 Per Sq Ft

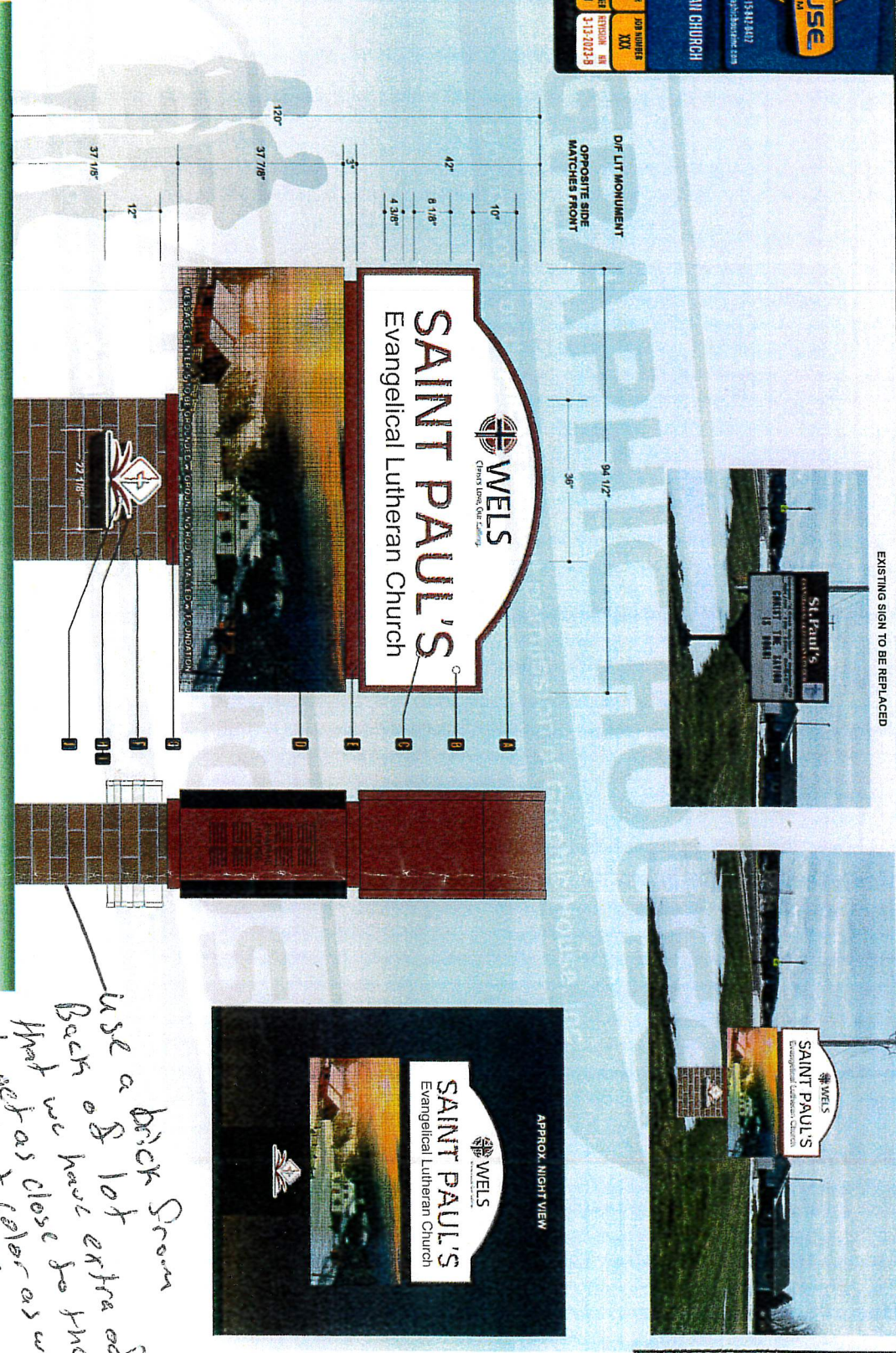
ALL RIGHTS RESERVED - THIS IS AN ORIGINAL DESIGN CREATED BY GRAPHIC HOUSE. THE SUBMITTED DESIGN IS THE PROPERTY OF GRAPHIC HOUSE. NO PART OF THIS DESIGN MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF GRAPHIC HOUSE, INC. A REGISTERED PATENT DESIGN MAY BE APPLIED FOR THIS DESIGN. THIS DESIGN IS THE PROPERTY OF GRAPHIC HOUSE, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF GRAPHIC HOUSE, INC. A REGISTERED PATENT DESIGN MAY BE APPLIED FOR THIS DESIGN. THIS DESIGN IS THE PROPERTY OF GRAPHIC HOUSE, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF GRAPHIC HOUSE, INC. A REGISTERED PATENT DESIGN MAY BE APPLIED FOR THIS DESIGN.

CLIENT HAS DESIGNATED THE LOCATION IN WHICH THE SIGNAGE IS TO BE INSTALLED. THE CLIENT HAS THE SOLE RESPONSIBILITY FOR THE STRUCTURAL INTEGRITY OF ALL EXISTING STRUCTURES TO SUPPORT THE SIGNAGE.

PLEASE REVIEW SPECS & PHOTO CAREFULLY - CHECK FOR TYPOGRAPHICAL ERRORS & DIMENSIONS. LIGHT ACCURACY, ETC. CUSTOMER HAS SOLE RESPONSIBILITY TO CORRECT ANY ERRORS. DISCLAIMER: THE COLORS SHOWN IN THIS RENDERING PROVIDE CONCEPTUAL COLORS & GRAPHICS LOCATIONS ONLY. THE COLORS MAY NOT MATCH THE ACTUAL, PHOTOGRAPHIC PRINTS, FINISHES OR FINAL COLORS THAT WILL BE USED IN THE SIGN'S SHOW. ALL SIZE SPECS, COLORS, ETC. ARE CONCEPTUAL & MAY VARY FROM ACTUAL. PRODUCT A NUMBER/CHANGES LABEL WILL BE ADDED TO YOUR SIGN AT THE CONCLUSION OF GRAPHIC HOUSE, INC.

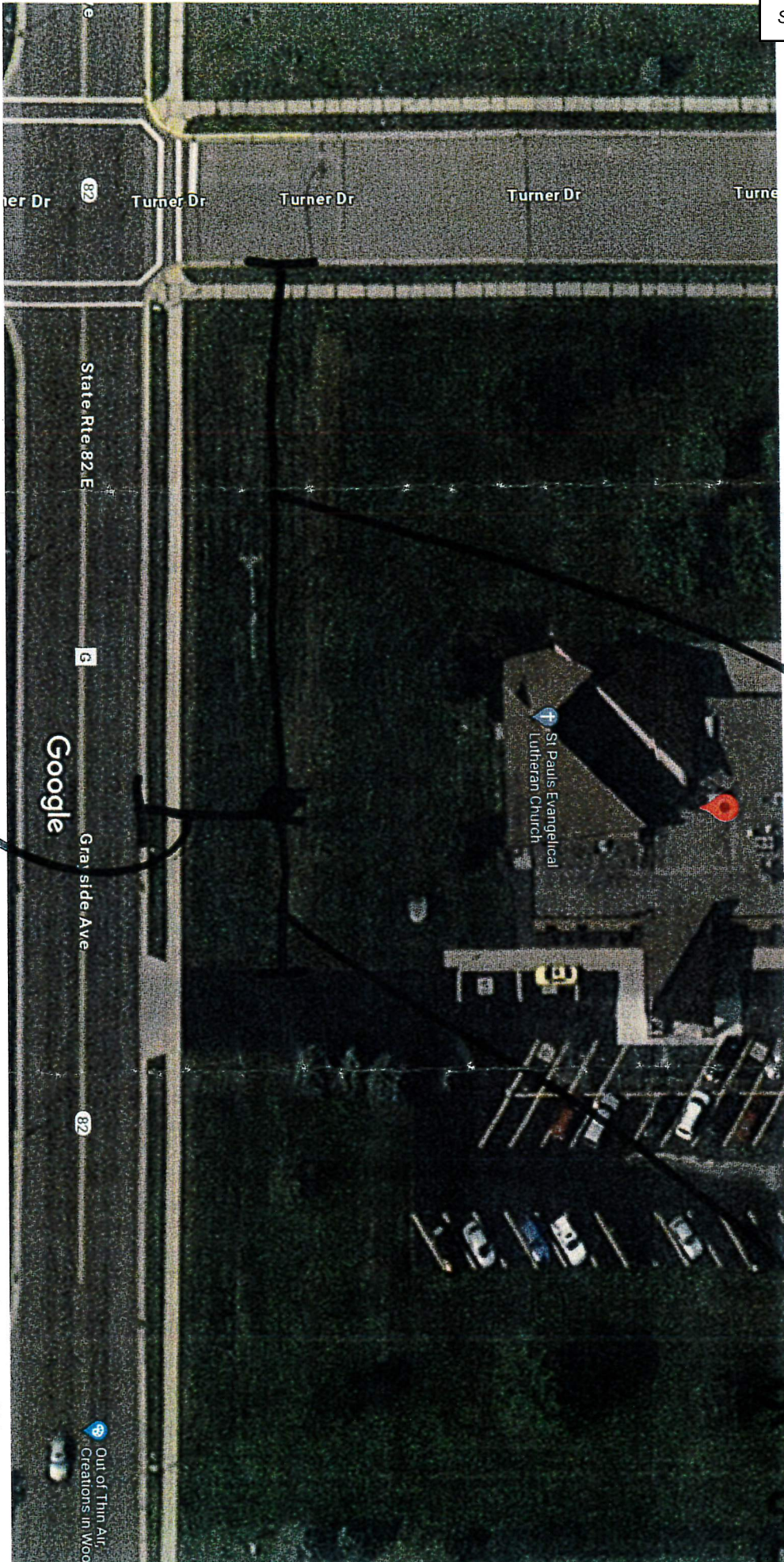
*Use a brick brown
Back of sign extra of
that we have close to the
to get as close as we
can.*

*I talked to Kevin
Mark and we have
ask*



Google Maps

517 Grayside Ave



180'-0" for center of

58'-0" for center of

48'-0" for center of



MB report under case
center of the case

CITY OF MAUSTON

303 MANSION ST

MAUSTON, WI 53948-1329

Receipt Nbr: 3

Date: 1

Check

Section 5, Item a.

RECEIVED FROM BUILDING & ZONING PERMITS

\$500.00

<u>Type of Payment</u>	<u>Description</u>	<u>Amount</u>
Accounting	Account Nbr: 100-00-44400-000-000 Bldg & Zoning Permit Graphic House ck #7650	500.00
TOTAL RECEIVED		500.00

Receipt Memo: Graphic House ck #7650

SR Suburban Residential

- A. PURPOSE AND INTENT. The purpose of the Suburban Residential (SR) district is to be characterized by single-family dwellings or duplexes situated on medium sized lots. Streets should include sidewalks and street trees and be designed to promote a walkable environment with short blocks. Where infill opportunities exist, buildings should be developed in keeping with surrounding buildings.
- B. SPECIFIED USES.
 - 1. Single-family detached.
 - 2. Duplex.
 - 3. Twin-House.
 - 4. Two-flat house.
 - 5. Public Playgrounds. *(removes the public parks overlay)*
 - 6. Foster Homes.
 - 7. Family Child Care home.
- C. PERMITTED USES WITH STANDARDS
 - 1. Accessory Dwelling Units. (CREATE STANDARDS)
 - 2. Bed and Breakfast establishment. (CREATE STANDARDS)
 - 3. Community living arrangement (one to eight residents). (CREATE STANDARDS)
 - 4. Family Day Care Home (four to eight children).
 - 5. Home Occupations. (STANDARDS)
 - 6. Garage sales, rummage sales, and owner made craft sales; provided that each occasion shall not take place for a period longer than 12 hours per day for a maximum of three consecutive days, and there shall be no more than four occasions per calendar year at any premises.
 - 7. Sale of produce grown on the premises.
 - 8. Tourist Rooming Houses. (CREATE STANDARDS)
- D. CONDITIONAL USES.
 - 1. Adult Family Home. (STANDARDS)
 - 2. Cemeteries (public and private).
 - 3. Churches.
 - 4. Communication Towers. (STANDARDS)
 - 5. Community Centers.
 - 6. Community Living arrangement (nine to 15 residents). (STANDARDS)
 - 7. Elementary and secondary schools, public parochial, and private.
 - 8. Intermediate day care home (nine to 15 children). (STANDARDS)
 - 9. Non-profit Clubs.
 - 10. Nursing Homes.
 - 11. Piers and wharfs.
 - 12. Retirement Homes.
 - 13. Utilities.
- E. PERMITTED ACCESSORY STRUCTURES.
 - 1. Storage sheds and garden sheds.

2. Detached garages and carports.
3. Private swimming pools.
4. Children's playground equipment and playhouses.
5. Other structures customarily incidental to the principal use or structure.

F. DIMENSIONAL REQUIREMENTS.

- Lot Width Minimum: 50 feet
- Lot Area: 8,000 square feet
- Lot Coverage: 50%
- Principal Building Yards:
 - Street: 20 feet
 - Side: 8 feet
 - Rear: 25 feet
- Building height: two-stories

Infill developments should be developed in keeping with the character of the surrounding buildings. Dimensions for infill projects shall be determined by zoning administrator by using the average dimensions of surrounding buildings.

MH Manufactured and Mobile Home Community District

G. SPECIFIED USES.

1. None.

H. PERMITTED USES WITH STANDARDS

1. Manufactured and Mobile Home Communities. See Chapter 108 of City Ordinances.

I. CONDITIONAL USES.

1. None.

J. PERMITTED ACCESSORY STRUCTURES AND USES.

1. Storage sheds and garden sheds.
2. Detached garages and carports.
3. Private swimming pools.
4. Children's playground equipment and playhouses.
5. Other structures customarily incidental to the principal use or structure.

MF Multi-Family Residential District

- K. PURPOSE AND INTENT. The purpose of the Multi-Family (MR) district is established to protect certain areas of land, both developed and undeveloped, with peculiar characteristics, such as present high density dwelling units, proximity to commercial developments, or proximity to industrial developments, or proximity to major streets, and because of a probable, continued demand for such dwelling accommodations which are well-designed, pleasant places to live.

L. SPECIFIED USES.

- 8. Specified uses permitted in the SR District
- 9. Multi-family dwellings containing not more than 6 units.
- 10. On-site Parking (CHECK DEFINITION)

M. PERMITTED USES WITH STANDARDS

- 1. Accessory Dwelling Units. (CREATE STANDARDS)
- 2. Bed and Breakfast establishment. (CREATE STANDARDS)
- 3. Commercial Apartments.
- 4. Community living arrangements (one to eight residents). (CREATE STANDARDS)
- 5. Community Living arrangements (nine to 15 residents).
- 6. Family Day Care Home (four to eight children).
- 7. Garage sales, rummage sales, and owner made craft sales; provided that each occasion shall not take place for a period longer than 12 hours per day for a maximum of three consecutive days, and there shall be no more than four occasions per calendar year at any premises.
- 8. Home Occupations. (STANDARDS)
- 9. Multi-family dwellings containing not more than 16 units.
- 10. On-site parking. (check)
- 11. Sale of produce grown on the premises.
- 12. Tourist Rooming Houses. (CREATE STANDARDS)

N. CONDITIONAL USES.

- 1. Adult Family Home. (STANDARDS)
- 2. Community Living arrangements (16 or more residents).
- 3. Group day care center (nine or more children).
- 4. Bed and Breakfast establishment.
- 5. Communication Towers. (STANDARDS)
- 6. Community Centers.
- 7. Community Living arrangement (nine to 15 residents). (STANDARDS)
- 8. Intermediate day care home (nine to 15 children). (STANDARDS)
- 9. Multi-family dwellings more than 17 units.
- 10. Non-profit Clubs.
- 11. Nursing Homes.
- 12. Piers and wharfs.
- 13. Retirement Homes.
- 14. Utilities.

O. PERMITTED ACCESSORY STRUCTURES. – WHAT DOES THIS MEAN FOR MULTI-FAMILY

- 1. Storage sheds and garden sheds
- 2. Detached garages and carports.
- 3. Private swimming pools.
- 4. Children's playground equipment and playhouses.
- 5. Other structures customarily incidental to the principal use or structure.

P. DIMENSIONAL REQUIREMENTS.

- 1. One and two-family dwellings. Same as SR District.

- 2. Multi-family Dwellings
 - i) Lot frontage as setback: 80 feet minimum
 - ii) Lot area per unit: 4,000 square feet minimum
 - iii) Principal Building Yards:
 - (1) Street 30 feet
 - Side:
 - Up to 2 stories 18 feet minimum per side
 - Up to 3 stories 21 feet minimum per side
 - Rear: 45 feet
 - Building height: three-stories
 - Off-street parking: Minimum 1 ½ spaces per unit.

Neighborhood Business (NB) District

- Q. PURPOSE AND INTENT. The purpose of the Neighborhood Business (NB) district is to provide goods and services which are needed on a frequent basis in commercial areas that are conveniently located to serve residential neighborhoods.
- R. SPECIFIED USES.
 - 1. Specified uses permitted in SR District (subject to all provisions of SR district).
 - 2. Antique Shops.
 - 3. Bakeries.
 - 4. Beauty and barber shops.
 - 5. Bed and Breakfast establishment.
 - 6. Bowling Alleys.
 - 7. Business and professional offices.
 - 8. Butcher.
 - 9. Clinics.
 - 10. Commercial Apartments.
 - 11. Commercial Animal Boarding.
 - 12. Drug Stores.
 - 13. Florists.
 - 14. General merchandise Stores.
 - 15. Gift Shops.
 - 16. Grocery Stores.
 - 17. Hobby shops.
 - 18. Health or fitness centers.
 - 19. Laundromats.
 - 20. Office.
 - 21. Pool Halls.
 - 22. Restaurants.
 - 23. Roller Rinks.
 - 24. Sporting Goods Stores.
 - 25. Taverns.
 - 26. Training studios (dance, art, martial arts, etc.).

S. PERMITTED USES WITH STANDARDS

1. Commercial Animal Boarding.
2. Commercial Indoor Lodging. (Check definition)
3. Community living arrangement (one to eight residents). (CREATE STANDARDS)
4. Community Centers.
5. Family Day Care Home (four to eight children).
6. Home Occupations. (STANDARDS)
7. Garage sales, rummage sales, and owner made craft sales; provided that each occasion shall not take place for a period longer than 12 hours per day for a maximum of three consecutive days, and there shall be no more than four occasions per calendar year at any premises.
8. Non-profit Clubs.
9. Sale of produce grown on the premises.
10. Tourist Rooming Houses. (CREATE STANDARDS)

T. CONDITIONAL USES.

1. Cemeteries (public and private).
2. Churches.
3. Communication Towers. (STANDARDS)
4. Piers and wharfs.
5. Utilities.

U. PERMITTED ACCESSORY STRUCTURES.

1. Garages
2. Storage buildings.

V. DIMENSIONAL REQUIREMENTS.

Lot Area: To be determined by building placement on the site as well as the setback requirements below:

Principal Building Yards:

- | | |
|---------|---------|
| Street: | 25 feet |
| Side: | 10 feet |
| Rear: | 30 feet |

Building height: three-stories

Infill developments should be developed in keeping with the character of the surrounding buildings. Dimensions for infill projects shall be determined by zoning administrator by using the average dimensions of surrounding buildings.

Planned Business (PB) District

W. PURPOSE AND INTENT. The purpose of the Planned Business (PB) district is to provide areas zoned for general commercial and service uses which are generally located along the major streets and highways of the City and which are generally meant to serve local, regional, and travelling population.

- X. SPECIFIED USES.
 - 27. Antique Shops.
 - 28. Bakeries
 - 29. Beauty and barber shops
 - 30. Bowling Alleys
 - 31. Business and professional offices
 - 32. Butcher
 - 33. Clinics
 - 34. Drug Stores
 - 35. Fairgrounds.
 - 36. Florists.
 - 37. General merchandise stores.
 - 38. Gift shops.
 - 39. Grocery stores.
 - 40. Hobby shops.
 - 41. Hotels.
 - 42. Health or fitness centers.
 - 43. Laundromats.
 - 44. Mini golf
 - 45. Motels.
 - 46. Pool halls.
 - 47. Restaurants without drive-through facilities.
 - 48. Roller Rinks.
 - 49. Sporting goods stores.
 - 50. Small motor sales and/or services.
 - 51. Taverns.
 - 52. Theatres
 - 53. Training studios (dance, art, martial arts, etc.).

- Y. PERMITTED USES WITH STANDARDS
 - 1. Restaurants with drive-through facilities
 - 2. Drive-up banks
 - 3. Vehicle sales and rental.
 - 4. Vehicle service and repair.

- Z. CONDITIONAL USES.
 - 1. Cemeteries (public and private).
 - 2. Churches.
 - 3. Communication Towers. (STANDARDS)

- 4. Piers and wharfs.
- 5. Utilities.

AA. PERMITTED ACCESSORY STRUCTURES.

- 1. Garages
- 2. Storage buildings.

BB. DIMENSIONAL REQUIREMENTS.

Lot Area: To be determined by building placement on the site as well as the setback requirements below:

Lot Width: 100 feet.

Principal Building Yards:

- Street: 25 feet
- Side: 15 feet
- Rear: 30 feet

Yards adjacent to residential districts: Setback as required above or 30 feet, whichever is larger.

Building height: two -stories

Infill developments should be developed in keeping with the character of the surrounding buildings. Dimensions for infill projects shall be determined by zoning administrator by using the average dimensions of surrounding buildings.

General Business (GB) District

CC. PURPOSE AND INTENT. The purpose of the General Business (GB) district is to provide areas zoned for a transition between the intensive business and high-density residential uses of the Central Business District and the lower density residential districts surrounding it, by allowing a mix of commercial, and residential, and institutional uses.

DD. SPECIFIED USES.

- 1. Specified uses permitted in SR District (subject to all provisions of SR district).
- 2. Antique Shops.
- 3. Bakeries.
- 4. Beauty and barber shops.
- 5. Bed and breakfast establishments.
- 6. Business and professional offices.
- 7. Drug Stores.
- 8. Florists.
- 9. General merchandise stores.
- 10. Hobby shops.
- 11. Health or fitness centers.
- 12. Training studios (dance, art, martial arts, etc.).
- 13. Vehicle service and repair.

EE. PERMITTED USES WITH STANDARDS

- 1. Automotive fuel sales.
- 2. Drive-up banks.
- 3. Group homes.

FF. CONDITIONAL USES.

- 1. Cemeteries (public and private).
- 2. Churches.
- 3. Communication Towers. (STANDARDS)
- 4. Piers and wharfs.
- 5. Utilities.

GG. PERMITTED ACCESSORY STRUCTURES.

- 1. Accessory uses and structures in the SR District.
- 2. Storage Buildings.

HH. DIMENSIONAL REQUIREMENTS.

Lot Area: All lots of record existing on or before January 1, 2022 shall be exempt from the area and width requirements. No new lot or parcel may be created after that date unless it conforms to the following requirements:

Minimum Area: 4,000 square feet

Minimum Width: 40 feet

Principal Building Yards:

Street, Side, and Rear: No minimum requirements; however, all required fire separation distances in accordance with applicable building codes, must be maintained.

Adjacent to Residential Districts: 20 feet from any side lot line adjacent to property in the SR districts. 40 feet from any rear lot line adjacent to property in the SR districts.

Building height: two-stories

Infill developments should be developed in keeping with the character of the surrounding buildings. Dimensions for infill projects shall be determined by zoning administrator by using the average dimensions of surrounding buildings.

Central Business (CB) District

II. PURPOSE AND INTENT. The purpose of the Central Business (CB) district is to provide areas zoned for general commercial sales and services located in the downtown area, with a mix of retail, service, office and limited residential uses. Further, the intent of the district is to provide uses which are easily accessible by walking and are compatible with available parking facilities.

JJ. SPECIFIED USES.

- 1. Specified uses permitted in NB District; however, residences not attached to business establishments (as enumerated below), are not permitted.

2. Assembly halls
3. Caterers.
4. Cleaning, pressing, and dyeing establishments.
5. Financial Institutions, not including drive-through facilities.
6. Furniture upholstery shops.
7. Hotels, apartment hotels, and motels.
8. Liquor stores.
9. Media offices, studios, pressrooms, printing and/or publishing operations.
10. Mercantile businesses; retail stores.
11. Movie Theatres.
12. Night clubs.
13. Pet shops.
14. Public and private parking lots.
15. Residences attached to business establishments; however, residential use of the ground floor is prohibited.

KK. PERMITTED USES WITH STANDARDS

1. Specified uses permitted with standards in NB District.
2. Outdoor eating and drinking areas or beer gardens, when attached to an approved indoor establishment, (standards).

LL. CONDITIONAL USES.

1. Cemeteries (public and private).
2. Churches.
3. Piers and wharfs.
4. Utilities.
5. Vehicle sales and rental.
6. Vehicle service and repair.

MM. PERMITTED ACCESSORY STRUCTURES.

1. Garages.

NN. DIMENSIONAL REQUIREMENTS.

Principal Building Yards:

Street:	No minimum requirements.
Side:	No minimum requirements.
Rear:	No minimum requirements.

Building height: four-stories (Type 5 construction or greater)

Infill developments should be developed in keeping with the character of the surrounding buildings. Dimensions for infill projects shall be determined by zoning administrator by using the average dimensions of surrounding buildings.

General Industrial (GI) District

OO. PURPOSE AND INTENT. The purpose of the General Industrial (GI) is to provide for both intensive commercial uses and light industrial uses which are generally on a smaller scale and which generally have little if any emission, noise, or intensive production activity.

PP. SPECIFIED USES.

- 16. Automotive machine shops.
- 17. Cold storage warehouses.
- 18. Food locker plants.
- 19. Commercial green houses.
- 20. Concrete batching plants (bulk).
- 21. Feed and seed businesses, excluding grinding and drying operations.
- 22. Laboratories.
- 23. Lumber yards.
- 24. Parking and storage of operable construction and trucking equipment.
- 25. Storage and sale of machinery and equipment.
- 26. Telecommunications centers.
- 27. Trade and contractor's offices.
- 28. Vehicle sales and rental.
- 29. Vehicle service and repair.
- 30. Similar uses: any use which is determined by the Zoning Administrator to be similar to one of the above enumerates uses, and which conforms to the intent of the zoning district.

QQ. PERMITTED USES WITH STANDARDS.

- 1. Group day care center (nine or more children).
- 2.

RR. CONDITIONAL USES.

- 1. Communication towers.
- 2. Leasing of parking lots or parking spaces for uses not associated with the property.
- 3. Recycling of cans, paper, plastics, or glass within a building.
- 4. Unclassified compatible uses.

SS. PERMITTED ACCESSORY STRUCTURES.

- 1. Garages.
- 2. Storage buildings.

TT. Dimensional Requirements

Lot Area: To be determined by building placement on the site as well as the setback requirements identified below:

Yards: Street: 25 ft
 Sides: 15 ft

Rear: 30 ft

Yards adjacent to residential districts 30 ft

Building Height: 45 ft

Heavy Industrial (HI) District

UU. PURPOSE AND INTENT. The purpose of the Heavy Industrial is to provide for districts which allow for more intensive manufacturing processes, which by their nature produce noise and emissions (meeting local, State and Federal standards), and/or generally (but not always) require greater bulk standards for buildings and appurtenant structures, and which generally exhibit a greater level of activity.

VV. SPECIFIED USES.

- 31. Specified uses permitted in GI District.
- 32. Bottling plants.
- 33. Breweries.
- 34. Commercial bakeries.
- 35. Commercial food processing.
- 36. Commercial warehousing.
- 37. Crematorium.
- 38. Dairy product plants.
- 39. Feed and seed operations, including grinding and drying operations.
- 40. Freight and trans-shipment yards and terminals.
- 41. General manufacturing and processing.
- 42. Petroleum product storage.
- 43. Printing and publishing.
- 44. Quarrying operations, including crushing and separating.
- 45. Wastewater treatment plants; water plants.
- 46. Similar uses: any use which is determined by the Zoning Administrator to be similar to one of the above enumerates uses, and which conforms to the intent of the zoning district.

WW. PERMITTED USES WITH STANDARDS

- 1. Composting operation.
- 2. Junkyard or salvage yard.
- 3. Offsite-site parking.
- 4. Outdoor storage or wholesaling.
- 5. Personal storage facility.
- 6. Trucking facility.

XX. CONDITIONAL USES.

- 1. Those Conditional uses permitted in GI District.
- 2. Airport/heliport.
- 3. Asphalt plants.
- 4. Communication tower.

- 5. RV waste disposal areas.
- 6. Incinerators, salvage yards, and transfer stations.
- 7. Sexually oriented land uses.
- 8. Unclassified compatible uses.

YY. Dimensional Requirements

Lot Area: To be determined by building placement on the site as well as the setback requirements identified below:

Yards:	Street:	25 ft
	Sides:	15 ft
	Rear:	30 ft

Yards adjacent to residential districts 30 ft

Building Height: 45 ft

ARTICLE III. LAND USE DEVELOPMENT STANDARDS

Sec. 114-31. General information.

(a) Purpose. The purpose of this article is to _____
If articles are removed, there is no need for a purpose here.

Sec. 114-32. Site Restrictions

- (a) LOTS SHALL ABUT ON A PUBLIC STREET, LOT FRONTAGE. All lots shall abut upon a public street. Lot width or frontage as required by this Chapter shall not be provided by easement.
- (b) ONE PRINCIPAL STRUCTURE PER LOT. Except for Planned Unit Developments as provided for in Section 114-38, all principal structures shall be located on one lot; and only one principal structure shall be located, erected, or moved onto a lot.
- (c) PUBLIC WATER AND SEWER.
 - 1) Within the City limits, no building permit shall be issued for a site unless public water and sanitary sewer are provided to that site. If appealed, this requirement may be waived by the City Council after review and recommendation by the Building Inspector, Public Works Committee and the Plan Commission.
 - 2) In the extraterritorial area, water and sewer service can be extended only upon the following conditions:
 - a. If the property is contiguous with the City limits, the property owner shall sign a petition to annex to the City.
 - b. If the property is not contiguous with the City limits, the property owner shall sign a consent to annex, which can be implemented at the option of the City at a later date.
 - c. The decision to extend water and sewer service to non-contiguous property shall be made by the City Council after review and recommendation of the Building Inspector, Water and Sewer Commission and Plan Commission. The City Council may utilize its special assessment authority for construction financing of said extension.
- (d) DEDICATED STREET. No building permit shall be issued for a lot which abuts a public street dedicated to only a portion of its proposed width and located on the side from which the required dedications have not been secured.

Sec. 114-33. Use Restrictions

- (a) SPECIFIED USES. Specified uses are those uses specified for a District and their essential services
- (b) ACCESSORY USES AND STRUCTURES. Accessory uses and structures are permitted in any district but not until the principal structure is present or under construction. Residential accessory uses shall not involve the conduct of any business, trade, or industry, except Home Occupations as provided in Section 114-118 (b). Accessory uses include but are not limited to: incidental repairs; storage; parking facilities; and private swimming pools.

Accessory uses shall also include the keeping of animals in accordance with the regulations provided in Chapter 8.

- 1) Accessory Structures in Residential Areas. The following requirements apply to accessory structure located on lands zoned residential or used for residential purposes.
 - a. Location. Accessory structures may be located only in rear yards and side yards, except for through lots, on which they may be located in the rear street yard subject to the street yard setback.
 - b. Lot Coverage. Accessory structures may not occupy more than ten percent (10%) of the lot area.
 - c. Setback. Accessory structures must be set back at least ~~ten (10)~~ five (5) feet from the principal structure and at least five (5) feet from any lot line.
 - d. Maximum Height. Fifteen (15) feet plus one (1) foot of additional height per foot of building setback distance beyond five (5) feet, up to the maximum building height for the district in which it is located.
 - e. Maximum Area. The total cumulative ground floor area of accessory structures shall not exceed 1,200 sq. ft.

- 2) Accessory Structures in Non-residential Areas.
 - a. Location. Accessory structures may be located only in rear yards and side yards, except for through lots, on which they may be located in the rear street yard subject to the street yard setback. Exception: Canopies that shelter fuel dispensers/pumps located at gas stations and convenience stores may be located in the street yard.
 - b. Lot Coverage. Accessory structures may not occupy more than ten percent (10%) of the lot area.
 - c. Setback. Accessory structures must be set back at least five (5) feet from the principal structure and at least five (5) feet from any lot line.
 - d. Maximum Height. Fifteen (15) feet plus one (1) foot of additional height per foot of building setback distance beyond five (5) feet, up to the maximum building height for the district in which it is located.

3) Fences. Fences and gates at or below twenty-four (24) inches in height are considered landscaping elements and may be installed without a building permit and may be located anywhere on the property. Fences and gates over twenty-four (24) inches in height shall require the issuance of a **building** permit, except for fences on agricultural land, and shall meet the following requirements. The height of fences and gates that have an arched, or other irregular shape along the top, shall be based on the average height along the top surface.

Fences and Gates in Residential Districts.

- a. In rear and side yards, fences and gates shall not exceed a height of six (6) feet above the established grade of the yard being enclosed.
- b. In street yards, fences and gates shall not exceed a height of four (4) feet and shall not be closer than two (2) feet to any public right-of-way.
- c. Fences and gates made of barbed wire and electric fences are not permitted in residential districts.
- d. The finished side of all fences and gates shall be oriented toward neighboring properties with posts and other supports or structural elements placed on the interior side of the fence.

- e. Fences and gates on corner lots shall meet the requirements of Section 114-159 of the Zoning Ordinance.
- f. Fences and gates around swimming pools and hot tubs shall meet the requirements of Section 114-162 of the Municipal Code.
- g. Exceptions to the above requirements can be approved with a Conditional Use Permit.

Fences and Gates in Non-Residential Districts.

- a. In street yards, fences and gates shall not exceed a height of four (4) feet and shall not be closer than two (2) feet to any public right-of-way. Fences on agricultural land that are an open style, such as barbed wire, woven wire or split rail, may be located up to any lot line and may be up to six (6) feet in height.
 - b. In rear and side yards, fences and gates shall not exceed a height of eight (8) feet above the established grade of the yard being enclosed.
 - c. Barbed wire and electric fences are permitted only on the top of security fences when located at least six (6) feet above the ground. Fences on agricultural land are exempt from this requirement.
 - d. The finished side of all fences and gates shall be oriented toward neighboring properties with posts and other supports or structural elements placed on the interior side of the fence.
 - e. Fences and gates on corner lots shall meet the requirements of Section 114-159 of the Zoning Ordinance.
 - f. Fences and gates around swimming pools and hot tubs shall meet the requirements of Section 114-162 of the Municipal Code.
 - g. Exceptions to the above requirements can be approved with a Conditional Use Permit.
- 4) Retaining walls at or below two feet (2') in height are considered landscaping elements and may be installed without a building permit and without other restrictions. All other retaining walls shall meet the following requirements:
- a. Retaining walls over two feet (2') in height shall require the issuance of a building permit and shall include the submittal of a site plan and proposed wall design.
 - b. Retaining walls over four feet (4') in height but not more than six feet (6') in height shall either be installed according to the design specifications provided by the wall component manufacturer or designed by a licensed engineer.
 - c. Retaining walls over six feet (6') in height shall be designed by a licensed engineer.
 - d. Tiered or terraced retaining walls may be constructed to provide a total height above grade of more than six feet (6') without engineering. However, the individual walls shall be less than six feet (6') and the distance between the walls shall be a minimum of twice the height of the lower wall. If the spacing between the walls is less than this minimum, the wall system shall be designed by a licensed engineer.
 - e. Retaining walls over four feet (4') in height and located within five feet (5') of a property line shall require a conditional use permit. Such permit approval may include a condition that additional design requirements

- and safety features be provided, such as the installation of a fence or other barrier along the top of the wall.
- f. Retaining walls on corner lots shall meet the vision clearance requirements of Section 114-159 of the Zoning Ordinance.
- 5) **CONDITIONAL USES.** Conditional uses and their accessory uses are considered as special uses requiring review, public hearing, and recommendation by the Plan Commission in accordance with Section 114-122.
- 6) **TEMPORARY USES.** Temporary uses such as shelters for materials and equipment being used in the construction of a permanent structure may be permitted by the Zoning Administrator. All other temporary uses are subject to approval by the Board of Appeals after recommendation by the Plan Commission.
- 7) **REDUCTION OR JOINT USE.** No lot, yard, parking area, building area, or other space shall be reduced in areas or dimension so as not to meet the provisions of this Ordinance. No part of any lot, yard, or other space required for a structure or use shall be used for any other structure or use, except joint use of parking areas as described in Section 114-121
- 8) **SUBSTITUTE BUILDINGS.**
- a. **Purpose.** The purpose of this section is to promote and enhance the health, comfort, aesthetics, prosperity, and to foster quality growth in the City by limiting substitutes for principal and accessory buildings. The purpose is not to ban trailers that are being used to transport snowmobiles, sporting equipment, race cars, or other recreational vehicles.
 - b. **No Substitutes for Permanent Building.** It shall be unlawful to place, erect or maintain within the City of Mauston any shipping container, wagon, motor vehicle, semi-trailer, truck or similar conveyance as a substitute for a principal or accessory building except as provided herein.
 - c. **Lands Zoned for Residential Use.** No person, firm, or corporation shall place, erect, or maintain in the City upon any lands zoned residential or used for residential purposes, any shipping container, wagon, motor vehicle, trailer, semi-trailer, truck or similar conveyance which has not been manufactured for use exclusively for mobile recreational purposes as a substitute for an accessory building except for mobile units that contain medical diagnostic equipment used for medical facilities at location.
 - d. **Construction Sites.** The provision of this subsection shall not prevent the use of shipping containers, trailers, or similar conveyances to be used temporarily as substitutes for buildings on construction sites during construction, provided, however, in no event shall such temporary substitutes for buildings remain 30 days after cessation or completion of construction, and shall be removed in any event within 10 days after issuance of certificate of occupancy.
 - e. **Residential Districts or Uses.**
 - (a) Campers, tents and similar structures may be used for recreational living only. Recreational living may be allowed only after occupancy of the principal structure on the lot. This type of use shall be directly related to the occupancy of the principal structure such

as family members or guests and is allowed for a duration not to exceed seven days per each occasion.

- (b) Storage containers, trucks, and similar devices may be used for a period of not more than 5 ~~20~~ days per dwelling unit for the purpose of moving.
- f. Non-Residential Districts – Temporary Retail Sales. The provisions of this subsection shall not prevent the conducting of retail sales directly from semi- trailers or trucks for a period not to exceed 72 consecutive hours per placement and no more than 3 such placements in aggregate per address, location, or parcel in any one calendar year. Tents may be used as a substitute for the principal building when erected in accordance with applicable state and local codes. A tent may be used for the conducting of retail sales for a period not to exceed 21 days in each calendar year. Trucks, storage containers, and similar structures may be used as an accessory to the principal structure on the lot. These may be used up to two times per year for a duration of sixty days per each duration. A building permit is required before placement of such conveyances on the lot. Temporary garden centers are allowed during the growing season as an accessory to the principal structure.

Sec. 114-34. Nonconforming uses, structures, and lots

- (a) EXISTING NONCONFORMING USES. The lawful nonconforming use of a structure, land or water existing at the time of adoption of this ordinance may be continued although the use does not conform with the provisions of this ordinance. However:
 - 1. Only that portion of the land, structure or water in actual use may be so continued and the structure or use may not be extended, altered, enlarged, reconstructed, substituted, moved or structurally altered, except so as to comply with the provisions of this ordinance.
 - 2. Total lifetime structural repairs or alterations to a structure dedicated to a nonconforming use shall not exceed 50% of the equalized value of the structure at the time of its becoming a nonconforming use unless it is permanently changed to conform to the provisions of this ordinance.
 - 3. If such nonconforming use is discontinued for a period of 12 consecutive months, any future use of the structure, land, or water shall conform to the provisions of this ordinance. When a nonconforming use or structure dedicated to such nonconforming use is damaged by fire, explosion, flood, the public enemy or other calamity to the extent of more than 50% of its equalized value at the time such event occurred, it shall not be restored except so as to comply with the provisions of this ordinance.
 - 4. Notwithstanding the above, for properties in the City of Mauston, a specified or conditional use in the SR, MH, and MF districts that is nonconforming because it is located on lands which do not conform to the regulations of the district in which said lands are located, may be rebuilt if such reconstruction is identical in building area and use to the original structure and the reconstruction is completed within one year of the damage occurring.

5. Notwithstanding the above, a structure located in the CB Central Business District that has a non-conforming residential use, including residential use of the ground floor, and that is damaged or destroyed by fire, explosion, flood, the public enemy or other calamity to the extent of more than 50% of its equalized value at the time such event occurred, may be rebuilt for the same use if such reconstruction meets the following conditions:
 - a. A Building Permit for the reconstruction is obtained within twelve (12) months of the date of the catastrophe.
 - b. The reconstruction will not increase any dimensional nonconformity of the building or structure, except as may be necessitated by compliance with Section 22.12(a)(5)(c) below.
 - c. The reconstructed building or structure complies with all other City and State Codes and Ordinances existing at the time of reconstruction.

(b) EXISTING NONCONFORMING STRUCTURES

1. Any lawful nonconforming structure existing at the time of the adoption or amendment of this ordinance may be continued although its size and/or location does not conform to the lot width, area, yard, height, parking, loading, and access provisions of this ordinance.
2. Existing nonconforming structures shall not be extended, enlarged, reconstructed, moved, or structurally altered except when required to do so by law or so as to comply with the provisions of this ordinance.
3. Notwithstanding the above, an existing nonconforming principal structure in the SR, MH, and MF districts which is used for any specified or conditional use, may be extended, reconstructed, moved, or structurally altered, but only if such change does not result in an increase to the nonconforming nature of the structure. No such change may increase the parking requirements for the use unless on-site parking spaces can be provided in accordance with Section 114-159.
4. When a nonconforming structure is damaged by fire, explosion, flood, violent wind, vandalism, ice, snow, mold, or infestation it may be reconstructed if such change does not result in an increase to the nonconforming nature of the structure.

(c) CHANGES AND SUBSTITUTIONS

1. Once a nonconforming structure or use has been changed to conform with this ordinance it shall not revert back to a nonconforming use or structure.
2. Except for bringing a use into conformance, any substitution of an existing nonconforming use must first be approved by the Board of Appeals. The Board of Appeals may only approve substituting an existing nonconforming use with an equal or more restrictive nonconforming use. Should the Board of Appeals permit the substitution of a more restrictive nonconforming use, the substituted use shall remain a nonconforming use, subject to the requirements of this Section. The Board of Appeals may impose conditions upon the substituted use to ensure that any impacts to the surrounding area will be minimized.

(d) SUBSTANDARD LOTS

- 1. In any residential district a one-family detached dwelling and its accessory structure may be erected on any legal lot or parcel of record in the County Register of Deeds' Office before the effective date of adoption or amendment of this ordinance.
- 2. Such lots and parcels shall comply with all of the District requirements insofar as practical, but such lots and parcels shall not be less than the following:

- Lot Width: 40 feet
- Lot Area: 4,000 square feet
- Yards: Street: 25 feet; the side street yard on corner lots shall be a minimum of 10 feet
- Rear: 25 feet
- Sides: 8% of the lot width and not less than 5 feet

Sec. 114-35. Specific standards.

(a) Specific Standards

- 1) In order to ensure that the intent of this Ordinance is met and that certain uses are developed in a manner which is consistent with the purpose of this Chapter, the following Specific Standards are adopted for the uses listed in this section.
- 2) Whenever any use listed in this section is requested to be established as a specified use or a conditional use, the applicant requesting such use shall provide to the Zoning Administrator information adequate to show that the specific standards for that use are met, such as a site plan and/or other documentation. These materials shall be in addition to any required documentation as specified in Section 114-122.

(b) CUSTOMARY HOME OCCUPATIONS. Home occupations are an accessory use in all residential districts and are subject to the requirements of the district in which the use is located. In addition, the following regulations apply to all home occupations:

- 1) Home occupations shall be conducted only within the enclosed area of the dwelling unit or the garage. No more than 25 percent of a principal structure or 75 percent of an accessory structure may be dedicated to a home occupation. No accessory building may be built, altered, or used primarily for use in the home occupation.
- 2) There shall be no exterior alterations which change the character of the dwelling and there shall be no exterior evidence of a home occupation other than a sign as permitted below.
- 3) No storage or display of materials, goods, supplies, or equipment related to the operation of a home occupation shall be visible outside any structure located on the premises.
- 4) No stock in trade may be displayed or sold at retail on the premises.
- 5) No use shall create smoke, odor, glare, noise, dust, vibration, fire hazard, electrical interference, excess trash, or any nuisance not normally associated with the usual residential use in the district.
- 6) Only one wall sign of four (4) square feet or less shall be permitted. No sign identifying a home occupation shall be illuminated. Any such sign shall be affixed to the

principal structure in the same plane as the wall to which it is attached. A larger building sign or freestanding sign may be approved as a Conditional Use.

- 7) A home occupation shall be clearly incidental to the principal residential use of the building.
- 8) Stock in trade; including that which is provided on the premises, shall not require receipt or delivery of merchandise, goods, and supplies other than by United States Mail, similar parcel delivery service, or by private vehicle similar in size and weight to the U.S. Mail/other parcel delivery service vehicles.
- 9) No other person other than members of the family occupying the residence may be employed in the home occupation.

(c) INTENSIVE HOME OCCUPATIONS. Intensive home occupations are a conditional use in all residential districts. They are subject to all the requirements for a Home Occupation, except as modified by and in addition to the requirements below:

- 1) Only one other person other than members of the family occupying the residence may be employed in the home occupation.
- 2) Only one wall sign of four (4) square feet or less shall be permitted. No sign identifying a home occupation shall be illuminated. Any such sign shall be affixed to the principal structure in the same plane as the wall to which it is attached. A larger building sign or freestanding sign may be approved as part of the Conditional Use approval.
- 3) Parking shall be restricted to existing parking spaces on the premises and on-street parking spaces adjacent to the premises.
- 4) The applicant shall state on the application the expected number of vehicles per day accessing the property related to the business. The Plan Commission and Common Council may limit the number of vehicles per day accessing the business.
- 5) The applicant shall state on the application the hours of operation of the business. The Plan Commission and Common Council may limit the hours of operation to maintain the residential character of the neighborhood.
- 6) Retail sales of goods created or fabricated by the family residing on the premises (other than produce grown on the property) is permitted only as an Intensive Home Occupation, subject to all other requirements of the Conditional Use Permit.

(d) PROFESSIONAL OFFICES (SR DISTRICTS). Professional offices are a conditional use in the SR residential district and are subject to the requirements of that district in which the use is located. In addition, the following regulations apply to all professional offices in the SR District.

- 1) Not more than one-half of the overall floor area of the building, excluding porches, patios and garages may be occupied by the office. The remaining floor space shall be used as for residential purposes and need not be the residence of the person maintaining the office.
- 2) No more than one separate and distinct business operation shall be allowed in any building in a residential district.
- 3) The number of employees permitted and parking requirements shall be determined by the Plan Commission, with approval of the Common Council.
- 4) No sign identifying a professional office in a residential zoning district shall be illuminated. Only one non-illuminated wall sign of 4 square feet or less shall be

permitted. A larger building sign or freestanding sign may be approved as a part of the Conditional Use approval.

(e) HOME-BASED PROFESSIONAL OFFICES. Home-based professional offices are a Conditional Use in the SR district, and are subject to the following regulations:

- 1) A home-based professional office may only be located within the residence of a Doctor of Medicine, dentist, clergy person, architect, landscape architect, professional engineer, registered land surveyor, lawyer, artist, teacher, author, musician, or other recognized professional.
- 2) The home-based professional office may not exceed one-half (1/2) of the area of only one floor within the residence.
- 3) No more than one (1) non-resident person may be employed.
- 4) The home-based professional office must be operated so that utilization of available on- and off-street parking spaces does not cause congestion or traffic visibility problems.

(f) BED AND BREAKFAST ESTABLISHMENTS.

- 1) For an existing structure which is proposed to be converted to a bed and breakfast establishment, all dimensional requirements of the zoning district are waived.
- 2) Required off-street parking areas and access drives shall be hard surfaced and dust free.
- 3) Bed and Breakfast establishments shall conform to all state requirements.
- 4) Signs:
 - a. One wall sign shall be permitted, which shall not exceed four (4) square feet in area.
 - b. The sign shall be attached to the building in the same plane as the wall to which it is attached. A larger building sign or freestanding sign may be approved as a Conditional Use.

(g) FUEL TANKS AND FUEL DISPENSING EQUIPMENT.

- 2) Fuel pumps and above-ground fuel tanks used for or intended for use as dispensing equipment for motor vehicle fuel are prohibited in residential districts. In other districts any such equipment shall be located a minimum of 30 feet from any lot line.

(a) DRIVE-THROUGH FACILITIES.

- 1) Vehicle Stacking Requirements. Drive-through facilities shall be designed so that vehicles are not required to stack on the public right-of-way. Further, drive-through facilities shall provide the following minimum stacking spaces on the site:
 - a. Drive-through Restaurant Facilities: a minimum of five vehicle stacking spaces (including the vehicle at the first service window).
 - b. All other drive-through facilities: a minimum of two vehicle stacking spaces (including the vehicle at the first service window).
- 2) Any amplified audio equipment shall be located a minimum of 30 feet from any lot line abutting a residential district.

(b) VEHICLE WASHING FACILITIES.

- 1) There shall be no less than three vehicle stacking spaces per bay, not including the bay itself. The site shall be designed so that all stacking is on the site and no vehicles are required to stack on the public right-of-way.
- 2) The facility shall be designed so that any runoff is contained on the site. Provisions shall be made to contain water dripping from vehicles to the greatest degree possible.

(c) **OUTDOOR EATING OR DRINKING AREAS OR BEER GARDENS.** Outdoor eating or drinking areas or beer gardens must be located on the same property as an approved indoor establishment and shall be subject to the following requirements:

- 1) The outdoor eating and drinking facility shall be operated and maintained by the same person or entity that operates and maintains the related indoor establishment.
- 2) All outdoor loudspeakers shall be oriented away from any abutting residential uses. All outdoor music or entertainment shall cease by 10:30 p.m. on Sunday through Thursday, and by 11:30 p.m. on Friday and Saturday, or earlier as specified in the Conditional Use Permit approval.
- 3) All necessary amendments to the liquor license regarding the description of the area of the licensed premises shall be approved prior to the service of alcohol in the outdoor area.
- 4) Adequate trash receptacles shall be provided, and the outdoor dining area shall be kept clean and free of debris.
- 5) The outdoor seating area shall not obstruct any fire exit, fire escape, or other required means of ingress or egress.
- 6) The outdoor dining area, and all related activities, shall remain within the property boundaries. Requirements for fencing or providing another type of enclosure may be included as part of a Conditional Use Permit.
- 7) The business owner shall be responsible for enforcing the provisions of this ordinance.

Sec. 114-36. Design Review

(d) **PURPOSE AND INTENT.** Pursuant to the authority of Wis. Stats. § 62.23(3), the purpose of this chapter is to establish requirements to guide and coordinate commercial development within the community. Specifically, the standards established by this Chapter are to ensure that commercial development is compatible with surrounding land uses, contributes to the unique character and aesthetics of the City of Mauston, does not have an adverse fiscal impact on City infrastructure or services, and promotes the general health, safety and welfare of the community.

(e) **APPLICABILITY.**

- 1) **New Construction.** The following design standards and conditional use permit requirement for large developments shall apply to new buildings and uses in the City that are located within the CB and PB districts, and to non-residential buildings in the NB and GB zoning district. The standards are required in addition to the general standards and requirements of the Zoning Ordinance and to all other applicable ordinances, rules, regulations, and laws. In the event of conflicting provisions, the more restrictive shall control.
- 2) **Existing Buildings.** Where changes or additions are proposed for buildings constructed prior to the effective date of this Ordinance and such buildings do

not comply with the standards in this section, such changes and additions must comply with the standards in this section as follows:

- a. All building additions located between the existing building and the street must comply with the architectural standards of this section.
 - b. Building additions in excess of fifty percent (50%) of the existing floor area shall comply with the architectural standards, landscaping, sidewalk, and site design standards in this section.
- 3) Large Commercial Developments.
- a. All new commercial establishments whose gross enclosed floor areas are equal to or greater than one hundred twenty five thousand (125,000) square feet shall be required to apply for and receive a conditional use permit from the Common Council, which shall apply the standards of Section 22.13 of the Municipal Code, in addition to those set forth herein, in determining whether or not to grant such a permit. A separate conditional use permit is not required where such buildings are part of an approved Planned Unit Development.
 - b. All additions to existing commercial buildings built either before or after the adoption of this section, which bring the total enclosed gross floor area of the building equal to or over 125,000 square feet shall also require a conditional use permit and become subject to the requirements of this section.
 - c. When considering a conditional use permit application under this section, the Plan Commission or Council may require that additional information be submitted for review, which may include, but not be limited to, the following:
 - i. A completed transportation and traffic impact analysis in a format acceptable to the State of Wisconsin District 1 and the City Engineer.
 - ii. A detailed fiscal impact analysis, which will determine the impacts on City services, utilities and facilities, and determine the ability of the City to provide the needed public services and facilities to adequately serve the proposed development. Public services reviewed may include, but not be limited to, water, sanitary sewer, storm sewer, streets, sidewalks, traffic control, fire, EMS, and police protection.
 - iii. If determined necessary by the Council, the applicant shall provide adequate funding to the City to hire a consultant, selected by the Council, that has appropriate experience to complete and present the above desired studies, or review the analysis completed by the developer. If a consultant is hired by the Council, the competitive bidding requirements of the City shall apply, however, the total cost to the applicant for the City's consultant costs shall not exceed one hundred dollars (\$100) per one thousand (1000) square feet of gross enclosed floor area of the proposed building.
 - d. The Plan Commission and/or Council may use the results of any studies or analysis to help evaluate whether a project should be approved, denied, or approved with conditions which are intended to help mitigate potential adverse impacts to the community, neighborhood, infrastructure or City services.
 - e. Any impact assessment/study that is required, as part of a Conditional Use Permit approval for a large commercial development, shall assess the following areas of potential impact:
 - i. Traffic Impact. a. Existing Traffic Conditions: Average daily and peak hour volumes, sight distances, street capacity, level of service, physical

characteristics of the streets, number and location of driveways and intersections, average and peak speeds, accident data, pedestrian movement, and public transportation and traffic controls for streets and intersections adjacent to the project and for streets and intersections which will experience a 10% increase in peak hour traffic as a result of the project or which will experience a reduction in the level of service as a result of the project, and for failing streets and intersections which will experience an increase in traffic as required by the Council.

1. Projected Traffic Conditions: Average daily and peak hour traffic projections and directional distribution of site generated traffic, sight distances at proposed driveway intersections with streets, on-site traffic circulation and parking layout, pedestrian movement and background traffic conditions for the design year including any planned roadway/traffic improvements and other proposed projects in the vicinity of the site.
 2. Projected Traffic Impact: Evaluate how the proposed project will affect traffic conditions on streets and intersections adjacent to and those likely to be affected by the proposed project including level of service, traffic flow, turning movements, sight distances, traffic controls, pedestrian movement, and public transportation.
- ii. Impact to Municipal Utilities/Services.
- a. Water Supply: Describe the proposed water supply system including average daily and peak water demand; location, sizing, and accessibility to municipal water mains; and water pressure and flows available at the site. Evaluate the capacity of the City's water supply and distribution system to adequately service the projected water and fire flow needs of the project; the need for pumping stations, standpipes, or improvements to the water system required to service the project. Estimate the cost and discuss the responsibility for construction of improvements and on-going maintenance.
 1. Sewage Disposal: Describe the proposed sewage disposal system including average daily and peak wastewater discharges to the municipal sewer system; composition and concentration of wastewater; location, sizing, and pumping stations, forced mains or other system improvements required to adequately service the project. Evaluate the capacity of the sewage treatment plant and the sewerage system to accommodate the wastewater flows. Estimate the cost and discuss the responsibility for construction of system improvements and on-going maintenance.
 2. Storm Sewers: Describe the proposed surface drainage system including pre and post runoff calculations; the location, sizing, accessibility, and proposed discharges to the municipal storm system. Evaluate the capacity of the existing storm sewers to accommodate projected storm water runoff. Estimate the cost and discuss the responsibility for construction of storm sewer improvements and on-going maintenance.
 3. Emergency Services: Describe the anticipated fire and police protection needs including time and demand on municipal personnel; provision for alarms or warning devices; on-site fire-fighting and security capabilities; need for increased municipal

- personnel or equipment. Estimate the cost and discuss the responsibility for providing emergency protection to the project.
- iii. Fiscal Impact. a. Evaluate the projected costs and benefits to the community resulting from the project including: Projected costs arising from increased demand for and required improvements to public services and infrastructure; Value of improvements to public services and infrastructure to be provided by the project; Projected tax revenues to be generated by the project; Projected impact of the project on surrounding land values and any potential loss or increase in tax revenues to the City; Short-term and long-term projection of increased City revenues and costs resulting from the proposed project.
 - f. The Plan Commission and Council shall consider the following standards when reviewing the results of the required impact assessment/study:
 - i. Traffic Impact Standards.
 - 1. a. The Level of Service (LOS) of all streets and intersections evaluated under this Ordinance shall not be reduced below a level determined acceptable by the City Engineer.
 - 2. The design goal for all streets, signalized intersections, and turning movements at unsignalized intersections shall be LOS C or better. For streets and intersections currently functioning at LOC C or better, mitigation measures shall be provided to maintain or improve the existing LOS, if reasonably possible. Where the existing LOS is D, mitigation measures shall at a minimum, maintain the existing conditions or upgrade the LOS to C or better.
 - 3. For all streets and intersections that are currently failing (LOS E or worse), the goal of mitigation measures is to provide a LOS D or better. At a minimum, existing conditions at failing streets and intersecting shall not be further degraded as a result of the project.
 - 4. Driveways shall be located to limit conflict points with existing driveways and intersections and shall meet intersection design standards for secondary roads required in the Chapter 21, the Subdivision Regulations.
 - 5. Shared driveways and service roads shall be used to control access onto existing streets.
 - 6. The impact of increased turning movements shall be mitigated.
 - 7. The project shall be sited and driveways located to prevent routing of non-residential traffic to and through residential streets.
 - 8. Pedestrian and bicycle circulation shall be separated from motor vehicle circulation as far as practicable.
 - ii. Municipal Utilities/Services Impact Standards. a. The public water, sewer, and drainage systems in the vicinity of the site shall be adequate to serve the proposed project. If public utilities are not adequate to serve the project, the reviewing authority may require, as a condition of approval, off-site improvements to increase the capacity of such utilities sufficient to serve the project.
 - 1. All utilities shall be placed under ground where physically feasible.
 - 2. Discharges to the sewage treatment plant will need to be pretreated if required by the Water and Sewer Commission to prevent overloading of the treatment plant.

3. On-site storm water management measures shall be required to ensure that the rate of runoff from the site to the municipal storm sewer is not increased. Provision shall be made for on-going maintenance of on-site storm water management facilities connected to the public storm drain.
 4. Municipal police and fire services shall not be strained by the proposed project. Adequate fire flows shall be available at the site. Improvements to the water system may be required to provide adequate service or on-site alternatives owned and maintained by the landowner may be required.
 5. The project shall not cause erosion, flooding, sedimentation, or increase the rate of runoff from the site. Provision shall be made for attenuation of runoff pollutants. Groundwater recharge shall be provided where the City deems it important.
- iii. Fiscal Impact Standards. a. The proposed project shall not have a significant adverse impact on the City in terms of balancing as near as possible the cost of public services and public revenue provided through taxes and other income. The Council may require phasing of the project to minimize negative fiscal impacts to the City over the short term.
 1. The project shall be designed to minimize any negative impacts to adjoining property values.
 2. The applicant may be required to demonstrate the financial ability to complete the project and to achieve long-term financial stability.
 - iv. The Common Council shall, within ninety (90) days from the date of initial review by the Plan Commission, either approve, conditionally approve or deny the Conditional Use Permit request.
- g. Exceptions. This section shall not apply to the following:
 - i. Restoration of buildings or landscapes with a historic designation or developments located within the Main Street Commercial Historic District.
 - ii. Expansion of a parking lot or circulation area without any other modifications to any structures on the site shall not require the entire site to be brought up to full compliance with landscape standards.
 - iii. For developments equal to or over 125,000 square feet, the Council may grant waivers to the standards of this section under the following circumstances.
 1. Strict application of the standard would result in peculiar or exceptional practical difficulties or exceptional and undue hardship upon the owner or developer of the property; or
 2. The proposed alternative building or site design satisfies the intent of the ordinance as well or better than would strict compliance with the standard; or
 3. Granting of the waiver would not impose significantly more negative impacts on nearby properties.

(c) ARCHITECTURAL STANDARDS.

- 1) Building Design. Buildings should provide visual interest, identity, character and scale by providing the following:
 - a. Building Width and Façade.

- i. Façades greater than one hundred (100) feet in length, and visible from a public street, shall incorporate wall plan projections or recesses having a depth of at least six (6) feet and extending at least twenty (20) percent of the length of the façade.
 - ii. No uninterrupted length of any façade shall exceed one hundred (100) horizontal feet.
 - iii. Ground floor façades that face public streets shall have arcades (a series of outdoor spaces located under a roof or overhang and supported by columns or arches), display windows, entry areas, awnings, or other such features along no less than fifty percent (50%) of their horizontal length.
 - iv. Building façades over one hundred (100) feet in length and facing a street shall include a repeating pattern that includes no less than three (3) of the following elements: (i) color change, (ii) texture change, (iii) material modular change, (iv). expression of architectural or structural bay through a change in plane no less than twenty-four (24) inches in width, such as an offset, reveal or projecting rib. At least one of these elements shall repeat horizontally. All elements shall repeat at intervals of no more than thirty (30) feet, either horizontally or vertically.
 - v. Public building entryways shall be clearly defined and highly visible on the building's exterior design, and when possible, should be emphasized by on-site traffic flow patterns. Two or more of the following design features shall be incorporated into all public building entryways: canopies or porticos, overhangs, projections, arcades, peaked roof forms, arches, outdoor patios, display windows, distinct architectural details.
- b. Loading and Mechanical Facilities.
- i. The preferred location for loading and staging areas is on the side or rear of the building, and the following conditions shall be met for all loading areas:
 - 1. All loading areas that are visible from the street, or that are facing a residential property, shall be screened with landscaping and/or walls. If screening is provided with landscaping, then the additional landscaping must add the required number of points for each loading dock according to Section F. If the delivery/loading operations are screened by walls, then the walls shall be not less than six feet in height, and constructed of the same materials as are used in the principal structure, or other suitable material as determined by the Zoning Administrator.
 - 2. If permitted by the Zoning Administrator, street side loading shall be allowed provided the loading dock is set back a minimum of sixty (60) feet from the street right-of-way line, and at least ten (10) feet further back than the front façade. No loading dock shall be located so as to make it necessary for vehicles to be within the street right-of-way during loading and unloading operations.
 - ii. All electrical and air conditioning structures, including towers and air handling units, regardless of location and whether on the roof or otherwise, shall be concealed by landscaping, parapet walls, screening walls or by decorative screening materials which form an integral part of the design.
- c. Roof Treatment.

- i. Roofs shall have no less than two (2) of the following features:
 - 1. Parapets concealing flat roofs and rooftop equipment such as HVAC units from public view. The average height of such parapets shall not exceed fifteen (15) percent of the height of the supporting wall and such parapets shall not at any point exceed one third (1/3) of the height of the supporting wall. Such parapets shall feature three dimensional cornice treatments.
 - 2. Overhanging eaves, extending no less than three feet past the supporting walls.
 - 3. Sloping roofs that do not exceed the average height of the supporting walls, with an average slope greater than or equal to one foot of the vertical rise for every one foot of horizontal run.
 - 4. Three or more roof slope planes.
 - ii. Buildings façades over one hundred (100) feet in length and facing a street shall have a minimum of twenty percent (20%) of all of the combined linear roof eave or parapet lines of the structure employ differences in height, with such differences being four (4) feet or more as measured eave to eave or parapet to parapet.
- d. Building Materials. To establish a standard of quality and to maintain architectural integrity, all buildings shall use durable and attractive materials that meet the following standards:
- i. The preferred building materials for exterior walls facing streets are brick, decorative masonry block, stone, wood and/or stone aggregates. Exterior Insulated Finish Systems (EIFS) or equivalent exterior finish may also be used, but preferably will not exceed a coverage of more than fifty percent (50%) of the wall elevation. Unfaced concrete block, structural concrete, prefabricated metal siding, and the like are discouraged from such façade areas. Other materials may be used for trim and/or architectural details, but these materials should not cover more than ten percent (10%) of the façade.
 - ii. Surface coverings on flat or low-slope roofs that are visible from a public street shall be of material that is non-reflective and non-glare. Heavy-duty contoured shingles, shakes, and standing seam metal roofing materials are acceptable for pitched roofs.
 - iii. If building materials other than preferred materials are used on the building façade(s) facing a street, then additional landscaping is required between the building and the street right-of-way. The additional landscaping must add the required number of points for the linear frontage of the building according to Section F.

(d) PARKING DESIGN.

- 1. The preferred location for parking is within the side or rear building yards. If parking is provided in the street yard, then additional landscaping is required between the parking area and the street right-of-way. The additional landscaping must add the required number of points for each parking space according to Section F below.
- 2. Whenever possible, parking areas should be designed so that the parking is separated into smaller delineated groupings of spaces. Such groups should be separated by landscaping and/or design components of the proposed building.

3. Whenever possible, provisions should be made to allow direct vehicular circulation between adjacent parcels. This can be accomplished through the use of access easements and driveways connecting parking lots and access drives.
4. All parking areas of five (5) or more vehicles shall be paved and graded according to a drainage plan designed and installed in accordance with accepted engineering practice, which may include catch basins, sumps, and underground storm sewers. All drainage plans shall be reviewed and approved by the City Engineer.

(e) OUTDOOR STORAGE AND SCREENING.

1. The preferred location for the outdoor storage of products, materials or equipment is within the side or rear building yards. If these functions are provided in the street yard, then additional landscaping is required between the outdoor storage area and the street following the standards of Section F. This restriction does not apply to short-term display items or items that are available for purchase by the consumer.
2. All outdoor refuse collection areas shall be visually screened from public streets and adjacent property by a complete opaque screen, fence or wall.
3. The exterior storage of boats, campers, and other materials or products not associated with the permitted use of the premises on which they are located is not permitted.

(f) LANDSCAPING AND GREENSPACE.

1. All ground, with the exception of walks, drives, parking facilities and service areas, will be landscaped with permanent lawn and ground covers, shrubs and trees, in a manner that is complimentary to the architecture and provides the required screening.
2. Where the development adjoins a residential property, at a minimum, a ten (10) foot landscape buffer is required between any parking area, loading area, refuse collection area, or outside storage area and the residential lot line. The landscape buffer area shall include plantings to meet the point as required by this section, and a berm, solid fence, or wall at least five (5) feet tall. Temporary outdoor storage consisting of semi-trailers does not require a solid fence or wall, but it shall meet the landscape requirements. The placement of semi-trailers and other storage containers shall be transitory in nature and they shall not be used for permanent or long-term storage.
3. All required landscaping shall be completed within twelve (12) months of the issuance of an occupancy permit or final inspection, in accordance with the approved landscaping plan.
4. Minimum Requirements. All developments are required to have a minimum quantity of landscaping based on the size of the parcel, structure, and parking lot according to Schedule 1:
 - i. One (1) canopy tree is required for each one hundred feet (100') of lot frontage and should be located along the street frontage of the property, or between the building and the street.
 - ii. A combination of landscaping in addition to the required canopy trees to equal ten (10) points for each one-thousand (1,000) square feet of enclosed ground floor building area. Buildings over 25,000 square feet in area shall be required to accumulate ten (10) points for each one-thousand (1,000) square feet for the first 25,000 square feet, and five (5) points for each one-thousand (1000) square feet of additional building area. The required landscaping should be located between the building

- and the street, or between the building and any residential properties, unless another location is agreed to by the Zoning Administrator.
- iii. A combination of landscaping to equal five (5) points per parking space for parking areas that contain up to fifty (50) parking spaces, and two and one-half (2.5) points per space for additional spaces over fifty (50).

Schedule 1

Point Schedule for Landscape Elements		
Landscape Elements	Minimum Plant Size (installed)	Points
Canopy Trees	2 1/2" diameter min. caliper	50
Canopy Trees	Under 2 1/2" diameter caliper	30
Evergreen Trees	4 feet and larger	30
Low Ornamental Trees	5 feet and BB stock	20
Tall Shrubs	36 and taller	15
Medium Shrubs	24 to 36	10
Low Shrubs	12 to 24	5

- 5. Additional Requirements. Additional landscaping may be required for developments that do not meet the preferred goals for building design, building materials and site layout, or as required as part of a Conditional Use Permit. The extra landscaping shall be calculated based on Schedule 1 and the following requirements:
 - i. A combination of landscaping to equal five (5) points for each ten (10) feet of building frontage, for buildings that do not utilize the preferred materials on the street façade, which should be located between the building and the street.
 - ii. A combination of landscaping to equal two hundred (200) points for each loading dock located on the front of the building, visible from the street, or facing a residential property. The landscaping shall be located between the loading dock and the street, or the loading dock and the residential property.
 - iii. A combination of landscaping to equal twenty (20) points for each ten (10) feet of perimeter around an outside storage area, including parking areas for semi-trailers, and refuse enclosures.
A combination of landscaping to equal two and on-half (2.5) points per space for parking located within the street yard, or within twenty (20) feet of residential parcels. The required landscaping should be located between the parking area and the street, or between the parking area and the residential parcel.
- 6. The applicant may request points for decorative fences, earth berms, ground covers and existing vegetation. The applicant must demonstrate that these landscape elements will contribute to the overall landscape objectives, and these items must be shown on the landscape plan that is submitted for approval. Shrubs and small evergreen trees shall be counted on a one for one basis. Existing deciduous trees shall be calculated as follows:

Existing Trees	Number of Trees Credited (2 1/2" caliper)
36" or greater	8 trees
18-35"	6 trees
12-17"	4 trees
6-11"	2 trees
Less than 6"	1 tree

7. The landscaping point requirements do not apply to parking spaces that utilize "turf-based" surface materials, such as Geoblock or Grasspave.
8. A landscape plan must be submitted which includes details of all proposed landscaping, buffering, and screening. The plans shall show the location and dimensions of all existing and proposed structures, parking, drives, rights-of-way, and any other permanent features, and all other information required by the zoning administrator, plan commission, or the common council, including but not limited to the following.
 - i. A plant list and coverage chart showing the location, quantity, size (at time of planting and at maturity), spacing, and the scientific and common names of all landscape materials used.
 - ii. The size of existing trees shall be provided.
 - iii. The location and percent of slope of all proposed berms using one foot contours.
 - iv. Detailed sections showing elevations of all proposed architectural features, such as walls, lighting or water features.

(g) Lighting and Utilities.

1. Light design and installation shall emphasize low-level, uniform lighting to avoid abrupt changes from bright lights to darkness. Design limits and intensity requirements may be placed on large establishments as a condition of a Conditional Use Permit.
2. Parking and security lighting poles shall not be taller than the maximum allowable building height allowed in the underlying zoning district for the property, or 35 feet, whichever is less.
3. All exterior lighting shall be of full cutoff design, or shielded and positioned at a ninety-degree (90o) angle directly horizontal to the ground and away from adjoining property, so as to prevent unnecessary glare and avoid light pollution. Lighting photometrics and/or a detailed lighting plan and additional information may be required by the Zoning Administrator or the Council.
4. On-Site Utilities. All on-site utilities, including but not limited to electrical, telephone, and cable, shall be installed as underground facilities. This shall apply to utilities running from the utility easement or street right-of-way to structures and to utilities supplying service between structures.

(h) Natural Resources Protection. Each project shall meet the erosion control and storm water management standards of the City of Mauston and the Wisconsin Department of Natural Resources. Maintenance of any storm water detention or conveyance features are solely borne by the developer and/or owner unless dedicated to, and accepted by, the City.

(i) Sidewalks and Bike Paths. Each project involving new and expanded buildings shall include the installation of sidewalks within the public right-of-way along the frontage of the property, which shall be installed by and at the expense of the developer/property owner. The Council may provide exceptions to this requirement as further provided below. If sidewalks are not required to be installed as part of the project, the Common Council maintains the right to construct sidewalks at a future date and assess the owner(s) of the adjacent land for the costs thereof.

1. Sidewalk Installation Exceptions. In situations where the installation of sidewalks would be significantly more difficult due to a physical characteristic of the proposed sidewalk location, an appeal may be made for an exception to the sidewalk installation requirements. Application for an exception shall be made on a form provided by the City and shall be accompanied by the applicable fee. The request shall be submitted to the Director of Public Works and shall be accompanied by an explanation of the characteristics present that impact the ability to install the sidewalk, and a cost estimate of the proposed installation. The Director of Public Works shall present the request to the Commission for input, and then make a recommendation to the Common Council. The Council shall determine if the sidewalk shall be installed. The following criteria shall be used to guide decisions regarding exceptions to the sidewalk installation requirements.
 - i. Lack of available space in the public right-of-way, or other physical constriction does not allow for the construction of sidewalks to the current accessibility requirements or guidelines.
 - ii. High construction costs due to technical challenges associated with topography, water drainage patterns, or obstructions.
 - iii. The area is not identified as a Tier 1, 2, or 3 priority area on the most current Sidewalk Plan and Map.
2. The Common Council, after receiving input from the Director of Public Works, the and the Plan Commission, may take the following action:
 - i. Deny the exception and require sidewalks to be installed.
 - ii. Allow the sidewalks to be installed on one side of the street only.
 - iii. Approve the exception.
 - iv. Allow for a delayed sidewalk installation as part of a development agreement.
 - v. Allow for the payment of a fee-in-lieu-of sidewalk installation as part of a development agreement. The fee will be used for the future installation of sidewalks in the vicinity of the project.
3. If an exception is approved, the developer/property owner shall still maintain the terrace area free of landscaping or other improvements that would inhibit the future installation of sidewalks.
4. Bike paths may be required to be installed on the property as part of a Conditional Use Permit approval. If installation of bike paths is required, the developer shall grant to the City such easements as would be reasonably necessary to allow construction and use of the bike path and pay for the costs of installation according to specifications required by the City.

(j) Vacation and Maintenance of Buildings. As part of the Conditional Use Permit approval for a Large Commercial Development, the developer may be required to enter into an agreement with the City that would require action to minimize the negative impacts that may come from vacating an existing building located in the City, or vacating the proposed development at a future date. Such agreement may include, but not be limited to the following requirements:

1. Marketing the existing or new building. If a developer chooses to vacate an existing building and property located in the City and/or a new building, the developer agrees to cooperate with the City in marketing the building, as appropriate, including but not limited to preparing and distributing marketing material for the same and marketing to local and national retailers and commercial developers.
 - i. The developer agrees to provide periodic written reports to the City regarding the status of the marketing of the property upon written request by the City.
 - ii. The developer may divide or reconfigure the property, as appropriate, to accommodate an adaptive re-use, in order to meet the needs of future tenants; however, other arrangements may be negotiated with tenants, depending upon the nature of the tenants lease requirements.
 - iii. The developer agrees that if it chooses to sell or otherwise lease the property to an unaffiliated entity, that it will install at least one (1) professionally designed sign, consistent with local sign ordinances, not to exceed thirty-two (32) square feet in area, which shall be installed at the front of the property, as appropriate, which provides the contact information of the person or agency handling the sale and/or lease of the property, and includes a statement that the property is available for sale and/or lease.
 - iv. Should a tenant of the developer vacate the property, the developer agrees that it will undertake the same measures referenced above to secure additional tenants and/or purchasers for the property, as appropriate and the developer shall continue these activities during the primary term of a lease, or any renewals by the any tenants thereof.
2. Property Maintenance. The developer, through its employees, contractors or agents, agrees to maintain and keep the existing building and/or the new building exterior, landscaping, parking lots and other site improvements in a safe, well-kept manner.
 - i. The developer shall exercise reasonable care to prevent trash, garbage, litter or other refuse from accumulating on the existing parcel and/or the new building. "Reasonable care" as this term is defined in this subsection shall include but not be limited to inspecting the existing parcel and/or the new building at least weekly, and at such time removing trash, garbage, litter or other refuse that may have accumulated.
 - ii. The developer shall exercise reasonable care to maintain the vegetation, trees, shrubs, sod and other landscaping as may exist on the existing parcel and/or the new building at the time such store building is vacated. "Reasonable care" in this subsection shall include watering, fertilizing, trimming, mowing and replacing dead vegetation, trees, shrubs, sod and other landscaping.
 - iii. The developer shall exercise reasonable care to keep the existing parcel building and/or the new building, parking lot and other related improvements and fixtures in a condition substantially similar to the condition as existed on the date such store building was vacated. "Reasonable care" shall include but not be limited to, painting the exterior of such building, replacing damaged or worn exterior façade building materials, and sealing and resurfacing the parking lot, all as may be necessary from time to time.

Sec. 114-37. Multi-Family Design Review

(a) PURPOSE AND INTENT. Pursuant to the authority of Section 62.23(3), Wisconsin Statutes, the purpose of this Chapter is to establish requirements to guide and coordinate multi-family development within the community. Specifically, the standards established by this Chapter are to ensure that multi-family development is compatible with surrounding land uses, contributes to the unique character and aesthetics of the City of Mauston, does not have an adverse fiscal impact on City infrastructure or services, and promotes the general health, safety and welfare of the community.

(b) APPLICABILITY.

- a. New Construction. The following design standards shall apply to new residential buildings in the City that contain three (3) or more housing units, or existing buildings in which the exterior volume of the building is enlarged to provide additional housing unit(s), and the resulting building contains three (3) or more housing units. The standards are required in addition to the general standards and requirements of the Zoning Ordinance and to all other applicable ordinances, rules, regulations, and laws. In the event of conflicting provisions, the more restrictive shall control.
- b. Existing Buildings. Where changes or additions are proposed for buildings constructed prior to the effective date of this Ordinance and such buildings do not comply with the standards in this section, such changes and additions must comply with the standards in this section as follows:
 - i. All building additions located between the existing building and the street must comply with the architectural standards of this section.
 - ii. Building additions in excess of fifty percent (50%) of the existing floor area shall comply with the architectural standards, landscaping and site design standards in this section.
- c. Exceptions. This section shall not apply to the following:
 - i. Restoration of buildings or landscapes with a historic designation.
 - ii. Expansion of a parking lot or circulation area without any other modifications to any structures on the site shall not require the entire site to be brought up to full compliance with landscape standards.

(c) ARCHITECTURAL STANDARDS.

- a. Building Location and Orientation. Multi-family developments shall meet the following standards:
 - i. Buildings and site layouts shall meet the prescribed building and fire code requirements.
 - ii. Developments that have multiple residential buildings on a site shall have a minimum separation of twenty (20) feet between the buildings. When the building separation is less than thirty (30) feet, the buildings should be oriented in a manner that does not align windows on one building with windows on another.
 - iii. No detached parking garage may be located within twenty (20) feet of a residential structure and may not be located in the street yard.

- iv. Garbage and refuse enclosures shall be located in the side or rear yard and shall be screened from public streets and adjacent property by an opaque screen, fence, or wall at least five (5) feet tall.
- b. Building Design. New multi-family construction shall comply with the following building form standards:
 - i. Structures that have one or two stories (levels) shall not have a continuous horizontal distance exceeding one hundred sixty (160) feet (measured from end wall to end wall), without an offset or change in the front façade that has a depth of at least six (6) feet. Structures that have three or greater stories (levels) shall not have a continuous horizontal distance exceeding one hundred twenty (120) feet (measured from end wall to end wall), without an offset or change in the front façade that has a depth of at least six (6) feet.
 - ii. Roofs shall have gable, hip, or gambrel forms (minimum pitch 3 to 12) with at least a 6-inch overhang.
 - iii. No uninterrupted roof plane shall extend for more than sixty (60) feet, as measured at the roof eave, without a change in roof elevation, roof slope, or other design feature.
 - iv. A minimum of fifteen percent (15%) of the area of a façade facing a street shall consist of windows or doors. Plans should show the street façade area and window/door measurements and demonstrate on the plan that the fifteen percent (15%) standard has been met.
 - v. Garages attached to living units that have garage doors facing the street shall not extend more than four (4) feet in front of the main façade(3) of a dwelling structure.
 - vi. Garage doors of attached garages shall not comprise more than fifty percent (50%) of the total length of a multi-family building's street façade(s), and every two (2) single-bay garage doors or every double garage door shall be offset by at least four (4) feet from the plane of an adjacent garage door(s).
 - vii. Building entrances shall be designed in a manner that provides a safe, inviting environment, and shall not create dark, hidden spaces. Each building entry shall be visible from the street, from a parking area, or from a window of a unit within the building. Entrance doors that provide access to common areas in the building shall be locked to prevent uninvited access to the general public. Access shall be provided only to the tenants of the building and the building owner or manager.
 - viii. At least one building entrance shall face the street or the main parking area.
 - ix. Building entrances shall be clearly defined and highly visible on the building's exterior design, and when possible, should be emphasized by on-site traffic flow patterns. The front entry shall include some form of entry feature, such as a porch, portico, peaked roof form, or other distinct architectural feature.
 - x. Building elevations facing a street (facades) shall incorporate design features such as offsets, balconies, projections, window reveals, or similar elements to preclude large expanses of uninterrupted building surfaces. Along the vertical face of a structure, such features shall occur at a minimum of every thirty (30) feet, and on each floor shall contain a minimum of two (2) of the following features:

1. Recesses (e.g., deck, patio, courtyard, entrance, window reveals) that have a minimum depth of three (3) feet;
 2. Extensions (e.g., floor area, deck, patio, entrance) that have a minimum depth of two (2) feet and minimum width of four (4) feet; and/or
 3. Offsets or breaks in roof elevation (height) of two (2) feet or greater in height.
- c. Building Materials. To establish a standard of quality and to maintain architectural integrity, all buildings shall use durable and attractive materials that meet the following standards:
- i. Allowable building materials for exterior walls facing streets and facades facing a property zoned R-1, or a property zoned R-2 and used as a single-family residence, are brick, decorative masonry block, stone and/or stone aggregates, wood, vinyl, EIFS or equivalent exterior finish. Unfaced concrete block, structural concrete, pre-fabricated metal siding, and the like are not permitted on such façade areas.
 - ii. A minimum of twenty five percent (25%) of the total net exterior wall area of the street façade(s) of the building, excluding gables, windows, doors and related trim, shall be brick, stone, or decorative masonry block.
 - iii. Surface coverings on flat or low-slope roofs that are visible from a public street shall be of a material that is non-reflective and non-glare. Heavy-duty contoured shingles, shakes, and standing seam metal roofing materials are acceptable for pitched roofs.
- d. SITE DESIGN STANDARDS.
- i. Open Space. New multi-family construction shall comply with the following open space standards:
 1. The area of the property that is covered by buildings, driveways and parking areas shall not exceed seventy percent (70%) of the total property area.
 2. A minimum of five percent (5%) of the property area shall be maintained as common open space for active and passive recreational use by residents. Parkland dedicated to the City as part of the development shall count toward this requirement.
 3. Common open space areas provided to comply with this ordinance shall have no horizontal dimension less than twenty feet (20').
 4. Areas used for stormwater detention, and areas with slopes over twenty percent (20%) will not be counted toward the minimum common space area. Patios, basketball courts, and other similar structures may be located in the required area, but non-recreational structures are not permitted in this common space.
 - ii. Parking and Vehicular Access. Multi-family developments shall provide parking design in accordance with the following standards:
 1. The preferred location for parking is within the side or rear building yards. If parking is provided in the street yard, then additional landscaping is required between the parking area and the street right-of-way. The additional landscaping must add the required number of points for each parking space according to Section iii below.

2. Whenever possible, parking areas should be designed so that the parking is separated into smaller delineated groupings of spaces. Such groups should be separated by landscaping and/or design components of the proposed building.
 3. All parking areas of five (5) or more vehicles shall be hard surfaced and graded according to a drainage plan designed and installed in accordance with accepted engineering practice, which may include catch basins, sumps, and underground storm sewers. All drainage plans shall be reviewed and approved by the City Engineer.
 4. No driveway, parking stall or paved vehicular surface may be located within five (5) feet of any property line.
 5. A minimum five (5) foot wide planter area shall separate and visually screen parking from living area windows. The planter area shall include a mix of ground cover and shrubbery.
 6. All parking stalls fronting a sidewalk, or planted area shall be provided with a secure wheel bumper not less than 6 inches in height and set back from the front a minimum of two (2) feet to allow for vehicle encroachment. As an option, the sidewalk or planter may be protected by a curb not less than 6 inches in height.
- iii. Pedestrian Circulation and Access.
1. Internal Sidewalks. Multi-family developments shall provide pedestrian circulation in accordance with the following standards:
 - a. Internal sidewalks shall be provided to connect all abutting streets to primary building entrances and shall connect the dwelling units to parking areas and abutting public sidewalks and pedestrian trails (if available).
 - b. Internal sidewalks shall be separated a minimum of five (5) feet from dwellings, measured from the sidewalk edge closest to any dwelling unit.
 - c. Internal sidewalks shall be at least four (4) feet wide and shall have a surface of concrete, asphalt or masonry pavers.
 2. Public Sidewalk. Each project involving new and expanded buildings shall include the installation of sidewalks within the public right-of-way along the frontage of the property, which shall be installed by and at the expense of the developer/property owner. The Council may provide exceptions to this requirement as further provided below. If sidewalks are not required to be installed as part of the project, the City maintains the right to construct sidewalks at a future date and assess the owner(s) of the adjacent land for the costs thereof.
 - a. Sidewalk Installation Exceptions. In situations where the installation of sidewalks would be significantly more difficult due to a physical characteristic of the proposed sidewalk location, an appeal may be made for an exception to the sidewalk installation requirements. Application for an exception shall be made on a form provided by the City and shall be accompanied by the applicable fee. The

request shall be submitted to the Director of Public Works and shall be accompanied by an explanation of the characteristics present that impact the ability to install the sidewalk, and a cost estimate of the proposed installation. The Director of Public Works shall present the request to the Plan Commission for input, and then make a recommendation to the Common Council. The Council shall determine if the sidewalk shall be installed. The following criteria shall be used to guide decisions regarding exceptions to the sidewalk installation requirements.

- i. Lack of available space in the public right-of-way, or other physical constriction does not allow for the construction of sidewalks to the current accessibility requirements or guidelines.
 - ii. High construction costs due to technical challenges associated with topography, water drainage patterns, or obstructions.
 - iii. The area is not identified as a Tier 1, 2, or 3 priority area on the most current Sidewalk Plan and Map.
 - b. The Common Council, after receiving input from the Director of Public Works, and the Plan Commission, may take the following action:
 - i. Deny the exception and require sidewalks to be installed.
 - ii. Allow the sidewalks to be installed on one side of the street only.
 - iii. Approve the exception.
 - iv. Allow for a delayed sidewalk installation as part of a development agreement.
 - v. Allow for the payment of a fee-in-lieu-of sidewalk installation as part of a development agreement. The fee will be used for the future installation of sidewalks in the vicinity of the project.
 - c. If an exception is approved, the developer/property owner shall still maintain the terrace area free of landscaping or other improvements that would inhibit the future installation of sidewalks.
- 3. Landscaping and Screening. Multi-family developments shall provide landscaping in accordance with the following standards:
 - a. All ground, with the exception of walks, drives, parking facilities and service areas, will be landscaped with permanent lawn and ground covers, shrubs and trees, in a manner that is complimentary to the architecture and provides the required screening.
 - b. Where the development adjoins a property zoned SR and used as a single-family residence, a ten (10) foot landscape buffer is required between any parking area or refuse collection area and the residential lot line. The landscape buffer area shall include plantings to meet the points as required by this section. The width of the buffer

area may be reduced to five (5) feet if a berm, solid fence, or wall that is six (6) feet tall is provided within this buffer area.

- c. Minimum Requirements. All developments are required to have a minimum quantity (points) according to Schedule 1 and the following criteria:
 - i. Lot Frontage. One (1) canopy tree is required for each one hundred feet (100') of lot frontage and should be located along the street frontage of the property, or between the building and the street.
 - ii. Building Area. A combination of landscaping in addition to the required canopy trees to equal ten (10) points for each one- thousand (1,000) square feet of enclosed ground floor building area. The required landscaping should be located between the building and the street, or between the building and any single- family residential properties, unless another location is agreed to by the Zoning Administrator.
 - iii. Parking. A combination of landscaping to equal five (5) points per parking space for exterior parking areas. An additional two and one-half (2.5) points per space for parking located within the street yard, or within twenty (20) feet of a property zoned SR and used as a single-family residence. The required landscaping should be located between the parking area and the street, or between the parking area and the single-family residential parcel.
 - iv. Refuse Enclosure. A combination of landscaping to equal two and one-half (2.5) points for each foot of perimeter around a refuse enclosure.

Point Schedule for Landscape Elements		
Landscape Elements	Minimum Plant Size (installed)	Points
Canopy Trees	2 1/2" diameter min. caliper	50
Canopy Trees	Under 2 1/2" diameter caliper	30
Evergreen Trees	4 feet and larger	30
Low Ornamental Trees	5 feet and BB stock	20
Tall Shrubs	36 and taller	15
Medium Shrubs	24 to 36	10
Low Shrubs	12 to 24	5

- e. A landscape plan must be submitted which includes details of all proposed landscaping, buffering, and screening. The plans shall show the location and dimensions of all existing and proposed structures, parking, drives, rights-of-way, and any other permanent features, and all other information required by the

zoning administrator, or the common council, including but not limited to the following:

- i. A plant list and coverage chart showing the location, quantity, size (at time of planting and at maturity) and the scientific and common names of all landscape materials used.
 - ii. The size of existing trees shall be provided.
 - iii. The location and percent of slope of all proposed berms using one foot contours.
 - iv. Detailed sections showing elevations of all proposed architectural features, such as walls, lighting or water features.
- f. The applicant may request points for decorative fences, earth berms, ground covers and existing vegetation. The applicant must demonstrate that these landscape elements will contribute to the overall landscape objectives, and these items must be shown on the landscape plan that is submitted for approval. Shrubs and small evergreen trees shall be counted on a one for one basis. Existing deciduous trees shall be calculated as follows:

Existing Trees	Number of Trees Credited (2 1/2" caliper)
36" or greater	8 trees
18-35"	6 trees
12-17"	4 trees
6-11"	2 trees
Less than 6"	1 tree

- g. All required landscaping shall be completed within twelve (12) months of the issuance of an occupancy permit or final inspection, in accordance with the approved landscaping plan.
- (d) Lighting and Utilities. Multi-family developments shall adhere to the following standards for on-site utilities:
- a. Light design and installation shall emphasize low-level, uniform lighting to avoid abrupt changes from bright lights to darkness.
 - b. Parking lot lighting shall be provided for safety purposes. Parking and security lighting on poles shall not exceed twenty-five (25) feet in height.
 - c. All exterior lighting shall be of full cutoff design or shielded and positioned at a ninety-degree (90) angle directly horizontal to the ground and away from adjoining property, so as to prevent unnecessary glare and avoid light pollution. Lighting photometrics and/or a detailed lighting plan and additional information may be required by the Zoning Administrator.
 - d. All electrical and air conditioning structures, including towers and air handling units, regardless of location and whether on the roof or otherwise, shall be concealed by landscaping, parapet walls, screening walls or by decorative screening materials which form an integral part of the design.
- (e) Natural Resources Protection. Multi-family developments shall adhere to the erosion control and stormwater management standards of the City of Mauston and the Wisconsin Department of Natural Resources. Maintenance of any stormwater detention or conveyance features are solely borne by the developer and/or owner unless dedicated to, and accepted by, the City.

Sec. 114-38. Planned Unit Development District

(a) PURPOSE AND INTENT:

- 1) Planned Unit Development District regulations are intended to permit greater flexibility and, consequently, more creative and imaginative design for the development of a site than is possible under conventional zoning regulations. It is further intended to promote more economical and efficient use of land which will provide, over a period of time, development of land that promotes the maximum benefit from coordinated site planning, diversified location of structures and mixed compatible uses, while also providing a harmonious variety of housing choices, a higher level of amenities, adequate buffering between adjacent uses, and preservation of the natural qualities of open spaces. The Planned Unit Development procedure requires a high degree of cooperation between the developer and the City. The procedure described herein is designed to give the developer general plan approval before completing all detailed design work while providing the City with assurances that the project will retain the character envisioned at the time of approval.
- 2) Planned Unit Developments have the potential to create undesirable impacts on nearby properties if allowed to develop simply under the general requirements of this Section. In addition to such potential, Planned Unit Developments also have the potential to create undesirable impacts on nearby properties which potentially cannot be determined except with a binding site plan, landscape plan and architectural plan, and on a case-by-case basis. In order to prevent undesirable impacts from occurring, all Planned Unit Developments are required to meet certain procedural requirements applicable only to Planned Unit Developments, in addition to the general requirements of this Section. A public hearing process is required to review a request for a Planned Unit Development. This process shall essentially combine the process for a zoning map amendment with the process required for a conditional use, with several additional requirements.
- 3) Planned Unit Developments are designed to forward both the aesthetic and economic development objectives of the City by adhering to standards consistent with sound land use and urban design and by controlling the site design and the appearance, density or intensity of development in terms of more flexible requirements for land uses, density, intensity, bulk, landscaping, and parking requirements. In exchange for such flexibility, the Planned Unit Development shall provide a much higher level of site design, architectural control and other aspects of aesthetic and functional excellence than is normally required for other developments.

(b) GENERAL PROVISIONS:

- 1) The Common Council may establish Planned Unit Development Districts which will, over a period of time, tend to promote the maximum benefit from coordinated area site planning by permitting the diversified location of structures and mixed dwelling types and mixed compatible uses. Adequate buffering and preserving open spaces shall also be provided in a PUD.
 - a. Permitted Uses: All residential, institutional, business, or manufacturing land uses may be permitted within a PUD.

- b. Mixed Uses: A mix of different uses within a PUD District may be permitted if the Common Council determines that the mix of uses is compatible and appropriate to achieve the objectives of the PUD.
 - c. Number of Buildings on a Lot: The Planned Unit Development District may allow more than one principal structure on a lot.
 - d. Density, Intensity and Bulk Requirements: The Planned Unit Development District may permit the modification of requirements for density, intensity, and bulk (building height, setback, area, etc.) from what is permitted in the conventional zoning districts.
 - e. Parking Requirements. Requirements for parking may be waived or modified within a Planned Unit Development.
 - f. Minimum Area for a Planned Unit Development District: Planned Unit Development Districts are intended to provide flexibility to encourage more creative design for all sizes of sites than would be allowed under conventional zoning. To achieve this goal, there is no minimum parcel or lot size area for a PUD.
- 2) Planned Unit Developments shall be permitted with the approval of a Planned Unit Development Zoning District, specific to the approved PUD.
 - 3) Requested modifications from standards in Section 114 relating to land use, density and intensity, bulk (building height, setback, area, etc.), landscaping, and parking and loading requirements shall be made explicit by the Applicant in the application, and shall be recommended by the Plan Commission and approved explicitly by the Common Council. If not so requested and approved, such modifications shall not be permitted.
 - 4) Only development which is explicitly depicted on the required site plan approved by the Common Council as part of the Planned Unit Development shall be permitted, even if such development (including all aspects of land use, density and intensity, bulk, landscaping, and parking and loading), is otherwise listed as permitted in the conventional zoning districts or elsewhere in Section 114.

(c) APPROVAL CRITERIA FOR PLANNED UNIT DEVELOPMENTS

- a. In recommending approval or conditional approval of a Planned Unit Development (PUD), the Plan Commission shall find that the application meets all of the criteria below or will meet them when the Commission's conditions are complied with. The Common Council shall also find, in granting approval or conditional approval, that all of the following criteria are met or will be met when the conditions to which the approval is made subject are complied with:
 - i. Quality Design. The PUD represents a more creative approach to the unified planning of development and a higher standard of integrated design and amenities than could be achieved under otherwise applicable zoning district and subdivision regulations, and on this basis, modifications to the use and design standards established by such regulations are warranted.
 - ii. Meets PUD Requirements. The PUD meets the requirements for Planned Unit Developments set forth in this Ordinance, and no modifications to the

- use and design standards otherwise applicable are allowed other than those permitted herein.
- iii. Consistent with Comprehensive Plan. The PUD is generally consistent with the goals and objectives of the City Comprehensive Plan as viewed in light of any changed conditions since its adoption.
 - iv. Public Welfare. The benefits to the public and the community as a result of the PUD will exceed any significant negative impact on the use and enjoyment of other properties in its vicinity. The PUD will not seriously harm environmental quality in the neighborhood, or impede the orderly development of surrounding property.
 - v. Natural Features. The design of the PUD is as consistent as practical with the preservation of natural features of the site such as flood plains, wooded areas, steep slopes, natural drainage ways, or other areas of sensitive or valuable environmental character.
 - vi. Circulation and Access. Streets, sidewalks, pedestrian ways, bicycle paths, off-street parking, and off-street loading as appropriate to the planned land uses are provided, and are adequate in location, size, capacity, and design to ensure safe and efficient circulation of automobiles, trucks, bicycles, pedestrians, fire trucks, garbage trucks, and snow plows as appropriate without blocking traffic, creating unnecessary pedestrian-vehicular conflict, creating unnecessary through traffic within the PUD, or unduly interfering with the safety or capacity of adjacent streets.
 - vii. Open Space and Landscaping. The quality and quantity of public and common open spaces and landscaping provided are consistent with the standards of design and amenity required of a PUD. The size, shape, and location of a substantial portion of total public and common open space provided in residential areas render it useable for recreation purposes. Open space between all buildings is adequate to allow for light and air, access by firefighting equipment, and for privacy where walls have windows, terraces, or adjacent patios. Open space along the perimeter of the development is sufficient to protect existing and permitted future uses of adjacent property from adverse effects from the development.
 - viii. Covenants and Restrictions. Where individual parcels are to be later sold, adequate provision has been made in the form of deed restrictions, restrictive covenants and/or rules and regulations contained in owners or condominium associations documentation, or the like for:
 - 1. The preservation and maintenance of any open spaces, thoroughfares, utilities, water retention or detention areas, and other common elements not to be dedicated to the City or another public body.
 - 2. Such control of the use and exterior design of individual structures, if any, is necessary for continuing conformance to the PUD Plan, such provision to be binding on all future owners.
 - ix. Public Services. The land uses, intensities, and phasing of the PUD are consistent with the anticipated ability of the City, the school districts, and other public bodies to provide and economically support police and fire protection, water supply, storm water management, sewage disposal, schools, and other public facilities and services without placing undue burden on existing residents and businesses.

- x. Phasing. Each development phase of the PUD can, together with any phases that preceded it, exist as an independent unit that meets all of the foregoing criteria and all other applicable regulations herein even if no subsequent phase should ever be completed. The provision and improvement of public or common area improvements, open spaces, and amenities, or the provision of financial security guaranteeing the installation of such improvements is phased generally proportionate to the phasing of the number of dwelling units or the amount of non-residential floor area.

(d) QUALITY OF DESIGN

- a. To be granted the flexibility permitted by this ordinance, a Planned Unit Development must evidence a high quality level of design and amenities. Among the features that may evidence such quality and amenities are:
 - i. Amount and quality of landscaping or screening.
 - ii. Amount, quality, and interconnectedness of common open space.
 - iii. Provision of pedestrian or bicycle paths separated from streets.
 - iv. Preservation of drainage ways, trees, habitat and other natural features.
 - v. Provision of common recreational facilities.
 - vi. Enclosed, underground, depressed, or highly landscaped parking areas.
 - vii. Varied building setbacks or other measures to reduce monotony in design.
 - viii. Quality of building materials and architectural design.
 - ix. Incorporation of storm water management Best Management Practices (BMPs).
 - x. Incorporation of green building, smart growth and other sustainable design principles.
 - xi. Leadership in Energy and Environmental Design (LEED) and/or LEED Neighborhood Design (LEED-ND) certifications and/or other nationally recognized sustainable design criteria and standards.
 - xii. More efficient and economic arrangement of buildings, pedestrian, bicycle and vehicle circulation and access systems and facilities.
 - xiii. Provides a buffer or transition between the PUD and adjacent and nearby zoning districts, land uses, and development intensities.
 - xiv. Provides for a wide-range of housing opportunities.
 - xv. Other features as determined by the Plan Commission or Common Council.

(e) APPLICATION AND PROCEDURAL REQUIREMENTS:

- a. Pre-Application Conference: The Applicant shall contact the Zoning Administrator to place an informal discussion item for a Planned Unit Development on the Plan Commission agenda. At the Plan Commission meeting, the Applicant shall engage in an informal discussion with the Plan Commission regarding the potential Planned Unit Development. Appropriate topics for discussion may include the location of the PUD, general project themes and images, the general mix of dwelling unit types and/or land uses being considered, approximate residential densities and non-residential intensities, the general treatment of natural features, the general relationship to nearby properties and public streets, and relationship to the Comprehensive Plan. Points of discussion and conclusions reached in this stage of the process shall be in no way binding upon the

Applicant or the City, but should be considered as the informal, non-binding basis for proceeding to the next step.

- b. Concept Plan:
 - i. The Applicant shall provide the Zoning Administrator with a draft Planned Unit Development Concept Plan for a determination of completeness prior to placing the proposed Planned Unit Development on the Plan Commission agenda for Concept Plan review. This submittal shall contain all of the following items, prior to its acceptance by the Zoning Administrator and placement of the item on a Plan Commission agenda for Concept Plan review:
 - 1. A location map of the subject property and its vicinity within a radius of 200 feet.
 - 2. A general written description of the proposed Planned Unit Development including:
 - a. The general mix of dwelling unit types and/or land uses,
 - b. Approximate residential densities and non-residential intensities as described by dwelling units per acre, floor area ratio and impervious surface area ratio,
 - c. The general treatment of natural features,
 - d. The general relationship to nearby properties and public streets,
 - e. The general relationship of the project to the Comprehensive Plan,
 - f. An initial draft list of zoning standards which will not be met by the proposed Planned Unit Development and the location(s) in which the standards are not met, and a complete list of zoning standards which will be exceeded, and or benefits provided by, the proposed Planned Unit Development. The conventional zoning district(s) that are most applicable to the proposed development shall be used for comparison. The essential purpose of this listing shall be to provide the Plan Commission with information necessary to determine the relative merits of the project in regard to private benefit versus public benefit, and in regard to the mitigation of potential adverse impacts created by design flexibility.
 - 3. A written description of all modifications requested to the requirements of the conventional zoning districts, in the following order:
 - a. Land Use Modifications.
 - b. Density and Intensity Modifications.
 - c. Bulk Modifications.
 - d. Landscaping Modifications.
 - e. Parking and Loading Requirement Modifications.
 - 4. A conceptual plan drawing (11" x 17") of the general land use layout and the general location of major public streets and/or private drives. The Applicant may submit copies of a larger version of the plan in addition to the 11" x 17" reduction.
 - ii. Within ten (10) working days of receiving the draft Planned Unit Development Concept Plan, the Zoning Administrator shall determine

- whether the submittal is complete. Once the Zoning Administrator has received a complete submittal, the proposed Planned Unit Development Concept Plan shall be placed on the next available Plan Commission agenda.
- iii. The City shall give written notice to all property owners within 500 feet of the subject property prior to the Plan Commission meeting.
 - iv. At the Plan Commission meeting, the Applicant shall engage in an informal discussion with the Plan Commission regarding the conceptual Planned Unit Development. Appropriate topics for discussion may include the information provided in the Concept Plan submittal, or other items as determined by the Plan Commission.
 - v. Points of discussion and conclusions reached in this stage of the process shall in no way be binding upon the Applicant or the City, but should be considered as the informal, non-binding basis for proceeding to the next step. The preferred procedure is for one or more iterations of Plan Commission review of the Concept Plan to occur prior to introduction of the formal petition for rezoning which accompanies the General Development Plan application.
- c. General Development Plan (GDP): The Applicant shall provide the Zoning Administrator with a draft GDP packet for a determination of completeness prior to placing the proposed GDP on the Plan Commission agenda for GDP review. The submittal packet shall include an application fee in the amount as established from time to time by resolution of the Common Council, and shall contain all of the following items prior to its acceptance by the Zoning Administrator and placement of the item on a Plan Commission agenda for GDP review:
- i. A location map of the subject property and its vicinity within 200 feet.
 - ii. A map of the subject property showing all the lands included in the proposed Planned Unit Development. Said map shall clearly indicate the current zoning of the subject property and the property located within 200 feet. Said map and all its parts and attachments shall be submitted in a form which is clearly reproducible with a photocopier, and shall be at a scale which is not less than one inch equaling 100 feet. All lot dimensions of the subject property, a graphic scale, and a north arrow shall be provided.
 - iii. A site map showing existing topography and significant vegetation.
 - iv. A general written description of the proposed Planned Unit Development including:
 - 1. The general mix of dwelling unit types and/or land uses,
 - 2. Approximate residential densities and non-residential intensities as described by dwelling units per acre, floor area ratio and impervious surface area ratio,
 - 3. The general treatment of natural features,
 - 4. The general relationship to nearby properties and public streets,
 - 5. The general relationship of the project to the Comprehensive Plan,
 - 6. A Statement of Rationale as to why Planned Unit Development zoning is proposed. This shall identify barriers that the Applicant perceives in complying with the requirements of conventional zoning districts and benefits to the community the Applicant

- suggests are available through the proposed Planned Unit Development zoning.
7. A complete list of zoning standards which will not be met by the proposed Planned Unit Development and the location(s) in which they apply, and a complete list of zoning standards which will be met or exceeded, and benefits provided, by the proposed Planned Unit Development. The essential purpose of this listing shall be to provide the Plan Commission with information necessary to determine the relative merits of the project in regard to private benefit versus public benefit, and in regard to the mitigation of potential adverse impacts created by design flexibility.
 8. A written description of all requested modifications to the requirements of the conventional zoning district, in the following order:
 - a. Land Use Modifications.
 - b. Density and Intensity Modifications.
 - c. Bulk Modifications.
 - d. Landscaping Modifications.
 - e. Parking and Loading Requirement Modifications.
- v. A General Development Plan drawing at a minimum scale of 1" = 100" (11" x 17" reduction shall also be provided by Applicant) of the proposed project showing at least the following information in sufficient detail to make an evaluation against criteria for approval:
1. A conceptual plan drawing (11" x 17") of the general land use layout and the general location of public streets and/or private drives, and sidewalks. The Applicant may submit copies of a larger version of the plan in addition to the 11" x 17" reduction.
 2. Location of recreational and open space areas and facilities, and specifically describing those areas that are to be dedicated for public use.
 3. Statistical data on minimum lot sizes in the development, the approximate areas of large development lots and pads, density/intensity of various parts of the development, floor area ratio, impervious surface area ratio and landscape surface area ratio of various land uses, expected staging, and any other plans required by the Plan Commission or Common Council.
 4. Notations relating the written information provided to specific areas on the GDP Drawing; and
 5. Conceptual grading plan showing general site drainage, the location of on-site storm water management facilities and any modification of the existing topography.
- vi. A general conceptual landscaping plan for the subject property, noting app noting approximate locations of foundation, street, yard and paving landscaping, and compliance with all landscaping requirements of Chapter 114 (except as noted in the listing of modifications) and, where applicable, the use of extra landscaping and buffer yards.
- vii. A general signage and lighting plan for the project, including all project identification signs and concepts for public fixtures and signs (such as street light fixtures and/or poles or street sign faces and/or poles) which are proposed to vary from City standards or common practices.

- viii. Written justification for the proposed Planned Unit Development. (The Applicant is advised to use the requirements of the conditional use procedure to develop the written justification.)
 - ix. The Plan Commission shall hold a public hearing concerning the proposed PUD-GDP designation after publication of a Class II legal notice in accordance with Chapter 985 of the Wisconsin Statutes, listing the time and place, and brief description of the PUD. Following the public hearing, the Plan Commission shall vote to recommend to the Common Council that the PUD be approved as presented, modified, or denied.
 - x. The Common Council shall hold a public hearing concerning the proposed PUD-GDP designation after publication of a Class II legal notice in accordance with Chapter 985 of the Wisconsin Statutes, listing the time and place, and brief description of the PUD.
 - xi. Following such a hearing and after careful consideration of the Plan Commission's recommendations, the Common Council shall vote on the approval of the proposed PUD. After approval, the PUD boundaries shall be shown on the Zoning Map.
- d. Specific Implementation Plan: After the effective date of the rezoning to PUD/GDP, the Applicant shall file an application for a Specific Implementation Plan (SIP) with the Plan Commission. This submittal shall include an application fee in the amount as established from time to time by a resolution of the Common Council, and shall contain all of the following items, prior to its acceptance by the Zoning Administrator and placement of the item on a Plan Commission agenda for SIP review:
- i. A location map of the subject property and its vicinity within 200 feet.
 - ii. A map of the subject property showing the lands included in the PUD. Said map shall clearly indicate the current zoning of the subject property and the property located within 200 feet. The map and all its parts and attachments shall be submitted in a form which is clearly reproducible with a photocopier and shall be at a scale which is not less than one inch equaling 100 feet. All lot dimensions of the subject property, a graphic scale, and a north arrow shall be provided.
 - iii. A detailed written description of the proposed SIP including:
 - 1. The specific mix of dwelling unit types and/or land uses.
 - 2. Specific residential densities and non-residential intensities as described by dwelling units per acre, floor area ratio and impervious surface area ratio.
 - 3. The specific treatment of natural features.
 - 4. The specific relationship to nearby properties and public streets.
 - 5. A Statement of Rationale as to why PUD zoning is proposed. This shall identify barriers that the Applicant perceives in complying with the requirements of standard zoning districts and benefits to the community the Applicant suggests are available through the proposed Planned Unit Development zoning.
 - 6. A complete list of zoning standards which will not be met by the proposed PUD and the location(s) in which they apply, and a complete list of zoning standards which will be exceeded and benefits provided by the proposed PUD. The essential purpose of this listing shall be to provide the Plan Commission with information necessary to determine the relative merits of the project in regard

- to private benefit versus public benefit, and in regard to the mitigation of potential adverse impacts created by design flexibility.
- iv. A Specific Implementation Plan drawing at a minimum scale of 1" = 100" (11" x 17" reduction shall also be provided by Applicant) of the proposed project showing at least the following information in sufficient detail to demonstrate the project satisfies the approval criteria for planned unit developments:
 1. A SIP site plan conforming to any and all the requirements of the PUD/GDP.
 2. Location of recreational and open space areas and facilities and specifically describing those areas that are to be dedicated for public use.
 3. Statistical data on minimum lot sizes in the development, the precise areas of large development lots and pads, density/intensity of various parts of the development, floor area ratio, impervious surface area ratio and landscape surface area ratio of various land uses, expected staging, and any other plans required by the Plan Commission or Common Council; and
 4. Notations relating the written information provided above to specific areas on the SIP Drawing.
 - v. A landscaping plan for the subject property, specifying the locations, species and installed size of all trees and shrubs. This plan shall also include a chart which provides a cumulative total for each species, type and location (foundation, street, yard, paved area or buffer yard) of all trees and shrubs.
 - vi. Engineering plan showing existing and proposed topography with contours at intervals not exceeding 2 ft, proposed drainage patterns, site grading plan, sanitary sewer system, storm sewer system, and water supply system (including fire hydrants).
 - vii. A series of building elevations for the exterior of all buildings in the Planned Unit Development, including detailed notes as to the materials and colors proposed.
 - viii. A signage and lighting plan for the project, including all project identification signs and concepts for public fixtures and signs (such as street light fixtures and/or poles or street sign faces and/or poles). The plan shall identify which lights are proposed to vary from City standards or common practices and the plan shall identify which zoning district(s) sign regulations shall apply to the project.
 - ix. An outline of the intended organizational structure for a property owners or condominium association, if any; deed restrictions, restrictive covenants and/or rules or regulations contained in owners or condominium associations documentation and provisions for private provision of common services, if any.
 - x. A written description which demonstrates the proposed SIP complies in all respects with the approved GDP.
 - xi. Any and all variations between the requirements of the applicable PUD/GDP zoning district and the proposed SIP development.
 - xii. The area included in a SIP may be only a portion of the area included in a previously approved GDP.

- xiii. The Plan Commission or Common Council may specify other plans, documents or schedules that must be submitted prior to consideration or approval of the SIP, as such may be relevant to review.
- xiv. The Plan Commission shall review and consider the SIP and forward its recommendation to the Council. The Common Council shall vote to approve as presented, approve with conditions or deny the PUD- SIP.
- e. Combining Steps. An applicant may request approval to combine the Pre-Application Conference and Concept Plan steps together. The Zoning Administrator shall determine if that request is appropriate based on the complexity and nature of the proposed development. If approved, all of the required application materials and the public notice requirements for both of the combined steps shall be provided. An applicant may also request approval from the Plan Commission to combine the GDP and SIP steps together. If this request is approved by the Plan Commission, all of the required application materials, and all of the public notice requirements for both of the combined steps shall be provided.

(f) CONDITIONS AND RESTRICTIONS:

- a. The developer shall enter into a development agreement with the City to comply with all applicable laws and regulations, including any conditions and restrictions adopted to regulate a specific Planned Unit Development, and to assure the construction of all facilities and infrastructure associated with the project.
- b. No building permit shall be issued until all applicable fees and assessments have been paid and either all public construction has been completed and approved, or a development agreement has been approved and executed and financial security has been provided. For staged development, such development agreements may provide for the construction of improvements and the use of common areas outside of the subject stage.
- c. The Common Council may revoke an approved PUD, if the project has not commenced within two (2) years. In the event the PUD is revoked, the zoning of the property shall revert to the zoning district in place prior to approval of the PUD.
- d. The Common Council may revoke portions of an approved PUD-SIP that are not fully developed within ten (10) years of final Common Council approval. If the PUD is revoked, the Common Council may rezone the property to a different zoning district, or may consider an application for a new PUD-GDP.
- e. Pursuant to Wisconsin Statutes Section 349.03, approval of the PUD shall constitute an agreement permitting the City to enforce traffic regulations under Chapter 346 Wisconsin Statutes or local ordinances in conformity with such regulations on any private streets and driveways located within the PUD. The City shall also have the right to access the PUD for the purposes of snow removal, weed cutting and trash disposal. If the City performs such services, the City shall have the right to impose a special charge against the property for the costs of these services, pursuant to Wis. Stats. § 66.0627.

(g) CHANGES OR REVISIONS:

- a. All proposed changes, revisions, and additions to any aspect of an approved Planned Unit Development project shall be submitted to the Plan Commission for its review. The Plan Commission shall determine whether the change, revision or addition is minor or if the change is substantial. A minor change would include small modifications to the approved SIP. A substantial change would include

major modifications to the SIP, or modifications to the GDP, because the change materially affects the intended design of the project and the impact of the project on neighboring uses. Based on the significance of the revision, the Plan Commission shall also determine what public hearings may be needed to review the change.

- b. If the change is determined to be a minor adjustment to the SIP, the Plan Commission shall review the request and may approve the change without a public hearing. The recommendation of the Plan Commission shall then be forwarded to the Common Council for final action. The Common Council may also consider the change without a public hearing.
- c. If the requested change is determined by the Plan Commission to be substantial, because of its effect on the intended design of the project or on neighboring uses, a public hearing shall be held by the Plan Commission to review the proposed change. The City shall give written notice to all property owners within 500 feet of the subject property prior to the Plan Commission meeting at which action shall be taken. The recommendation and findings of the Plan Commission shall be forwarded to the Common Council. A substantial change may also require that the Common Council hold a public hearing before taking final action on the amendment.
- d. If the Common Council approves any substantial or material change, an ordinance shall be passed and any necessary amendments to any development agreement(s) shall be executed prior to the Developer proceeding with implementation of any approved change or modification.

Secs. 114-39. Conditional Use Permits

- (a) **CONDITIONAL USE PERMITS.** The Common Council, upon review and recommendation from the Plan Commission, may authorize the Zoning Administrator to issue a Conditional Use Permit for conditional uses, provided that such conditional uses and structures are in accordance with the purpose and intent of this ordinance and are found not to be hazardous, harmful, offensive or otherwise adverse to the environment or the value of the neighborhood or the community.
- (b) **APPLICATION.** An application for a Conditional Use Permit shall be made to the Zoning Administrator or Zoning Coordinator on a form provided. The application shall include the following information:
 - 1. Name and addresses of the applicants, owners of the site, the architect or engineer, if any, the contractor, if any, and the names of property owners of record within 100 feet of the property in question, inclusive of right-of-way shall be so notified.
 - 2. A description of the subject site by lot, block and recorded subdivision or by certified survey, the address of the site, the type of structure(s) on the site, proposed operation or use, the number of employees, and the zoning district within which the subject site lies.
 - 3. Site Plan. A Site Plan shall be attached to the application including, at minimum, the following:
 - a. All exterior dimensions of the property in question.
 - b. Location, dimensions and setbacks of any existing or proposed buildings.
 - c. Parking areas, including number of spaces required by **Section 22.09**, number of spaces proposed, and location and dimensions of parking spaces, including handicapped-accessible spaces as required.

- d. Locations of landscaping, exterior lighting, and signage.
 - e. The Zoning Administrator may require additional information on the Site Plan as necessary to show that the proposed conditional use meets the purpose and intent of this Ordinance.
 - f. The Site Plan shall be prepared by an architect, civil engineer, registered land surveyor, land planner or similar professional, unless the Zoning Administrator determines that the project's complexity is minimal and the plan may be prepared by a non-professional.
- 4. Any additional information which may be required by the Plan Commission, Director of Public Works, or the Zoning Administrator.
 - 5. An application fee in the amount as established from time to time by the Common Council.

(c) REVIEW AND APPROVAL

- 1. The Plan Commission shall review the site, existing and proposed structures, architectural plans, neighboring uses, parking areas, driveway locations, street or highway access, traffic generation and circulation, drainage patterns, sewer and water systems and the proposed operation.
- 2. Conditions such as landscaping, type of construction, construction commencement and completion dates, sureties, lighting, fencing, planting screens, operational hours, restrictions, increased yards or parking requirements or other requirements may be imposed by the Plan Commission upon its finding that these are necessary to fulfill the purpose and intent of this ordinance.
- 3. Compliance with all the other provisions of this ordinance such as lot width and areas, yards, height, parking, loading, traffic, and highway access, as well as performance standards, shall be required of all conditional uses. Variances shall only be granted pursuant to Section 114-166
- 4. The Zoning Administrator shall give written notice to all property owners within 100 feet of the subject property prior to the Plan Commission meeting at which action shall be taken.

(d) DECISION. No applications for conditional use permits may be resubmitted in person or by agent for the same or similar request for the same property within six (6) months after the decision by the Common Council unless substantial changes have been made in the request, as determined by the Zoning Administrator.

Conditional use permits approved by the Common Council shall expire within twelve (12) months unless substantial work has commenced pursuant to such approval.

(e) MOBILE HOME PARKS. The application requirements for a Conditional Use Permit for a mobile home park shall be subject to all of the requirements of Section 114-163.

Secs. 114-40. Reserved.